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316

obstructions which might interfere with the construction or maintenance of said pipe lines, telephone and power lines, or endanger same. Grantee hereby agrees to bury all pipes and electrical protection ground beds to a depth of not less than twenty-four (24") inches below the surface of the soil, and to pay any damages which may arise to growing crops, fences or timber from the construction, maintenance and operation of said pipe, telephone and power lines, and electrical protection units; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, a sum equal to that paid for this right of way, exclusive of the amount paid by Grantee to Grantor as damages to growing crops, fences or timber in connection with the first pipe line constructed hereunder, shall be paid for each additional line so constructed, with the understanding that the width of the right of way hereby granted shall thereupon be increased by an additional width of sixty (60') feet, for construction, maintenance, operation, repair, replacement, changing the size of and removal of such additional facilities. In addition to such payment, Grantee shall pay to Grantor for each such additional line, any damages which may arise to growing crops, fences or timber from the construction, maintenance and operation of such additional facilities.

No sale or division of the lands hereinabove described shall increase or change the rights and obligations of the Grantee hereunder, and any subsequent owner or owners of said lands shall be substituted for and in place of Grantor herein.

It is hereby understood that the party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the 5 day of December, 1960.

Signed and delivered in the presence of the undersigned witnesses:

William H. Fuqua  
Witness

Her  
Elina Dupuis Berard  
Mark

THE STATE OF LOUISIANA

PARISH OF ST. LANDRY

Before me, the undersigned authority, on this day appeared WILLIAM H. FUQUA

who being duly sworn, deposed and said:

That he was one of the subscribing witnesses to the above and foregoing instrument, that said instrument was executed by the grantor therein.

ELINA DUPUIS BERARD, in his presence and in the presence of the other subscribing witness on the date thereof.

William H. Fuqua  
(Signature of Subscribing Witness)  
William H. Fuqua

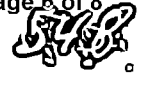
Sworn to and subscribed before me this 6th day of December, A.D. 1960.



John D. Edwards  
Notary Public in and for  
St. Landry Parish, Louisiana

39811

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39813



138955

RECORDED IN CONVEYANCE  
BOOK 568 FOLIO 548

Recorded March 28, 1967 @ 9:45 A.M.  
*Simon Berard*  
By Clerk of Court  
St. Martin Parish, La.

CASH SALE

State of Louisiana, Parish of ~~Jefferson~~ ST. MARTIN.

BE IT KNOWN, That on this 23rd day of March In the year of our Lord  
nineteen hundred and sixty-seven, before me, the undersigned, a  
Notary Public in and for said Parish and State, duly commissioned and qualified as such personally came and  
appeared

ELINA DUPUIS, widow of Simon Berard, a resident of St.  
Martin Parish, Louisiana,

who declared that for the consideration hereinafter mentioned, she does by these presents sell,  
transfer and deliver, with full guarantee of title and free from all encumbrances, and with subrogation to all  
her rights and actions of warranty against previous owners unto

ALICE BERARD, divorced wife of Charles Bellows, a resident  
of St. Martin Parish, Louisiana,

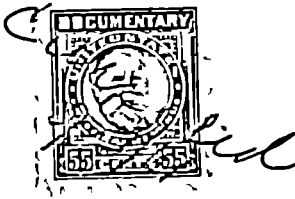
present, accepting and purchasing for herself and heirs and assigns, and  
acknowledging delivery and possession thereof, the following described property, to-wit:

That certain lot or parcel of ground, together with all  
buildings and improvements located thereon or thereunto  
appertaining, situated in Section 63, Township 8 South,  
Range 6 East, Parish of St. Martin, Louisiana, having a  
front on the public road of Ninety (90) feet, by a depth  
between parallel lines of One Hundred Twenty-five (125)  
feet, being the Northwestern portion of that tract designated  
as Plot 2 on plat of survey by Fred L. Colomb, Surveyor, dated  
July 10, 1964, attached hereto and made part hereof, and being  
bounded on the Northwest by Plot 3 of said Plat of Survey,  
on the Southwest by the Public Road, and on the Northeast and  
Southeast by the remainder of the property of Elina Dupuis  
Berard.

138955

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Revenue Stamps in the amount of \$0.55 Dollars have been affixed to the original of this act and duly cancelled by me Notary.

All of the taxes for the years of 1964, 19 65 , and 1966 have been paid

Vendee assume s the payment of all taxes assessed against the property herein sold for the year 19 67 .

This sale is made and accepted for and in consideration of the sum of ----FIVE HUNDRED AND No/100 (\$500.00)-----Dollars, cash in hand paid, for which acquittance is herein granted.

Purchaser dispenseS with the certificate required by Article 3364 of the Revised Civil Code of this State, and also with the production of tax receipts required by law, and the undersigned Notary is hereby released from all responsibility and liability in connection therewith

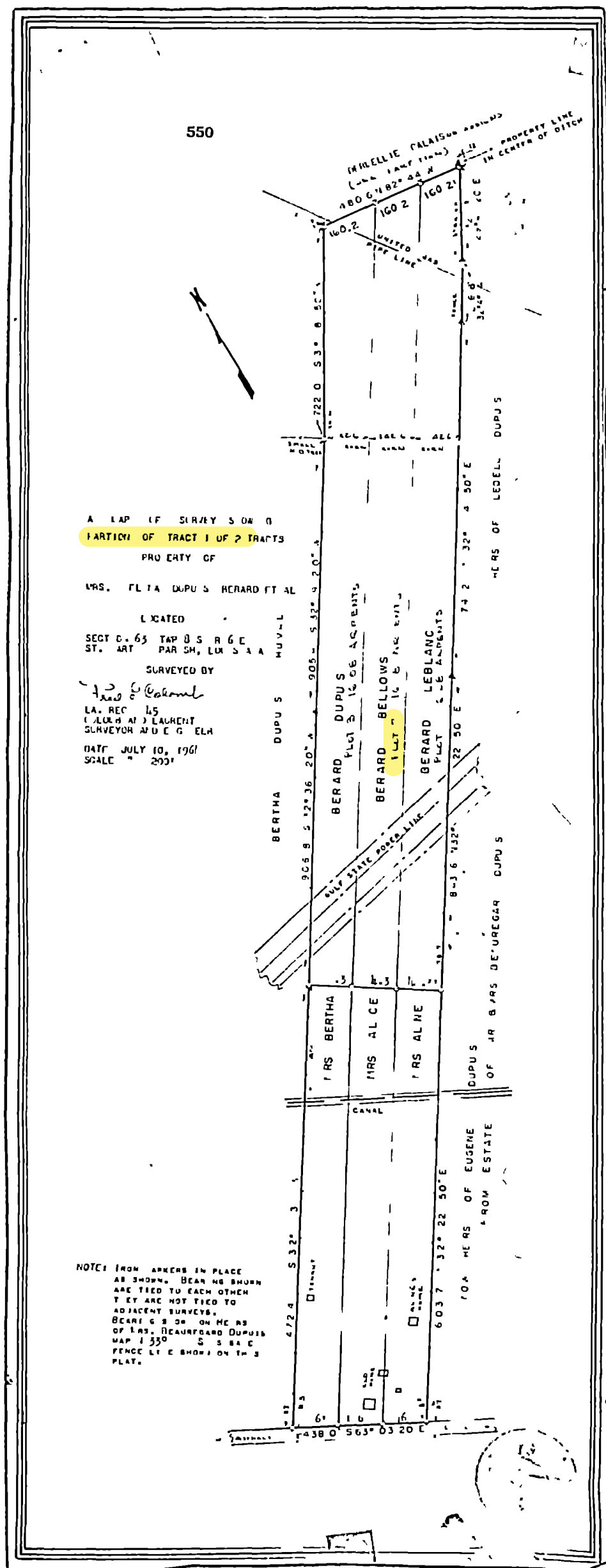
Thus done and, passed in the Parish of ~~St. Martin~~ St. Martin, Louisiana, on the day and date herein first above written in the presence of George J. Champagne, Jr. and Mary B. Angelle, competent witnesses, who sign with appearers and me, officer, after due reading of the whole.

WITNESSES:

*George J. Champagne, Jr.*  
*Mary B. Angelle*

*Elina Dupuis Berard*  
ELINA DUPUIS BERARD

*Alfred H. Hine*  
Notary Public







RECORDED

139891

RECORDED IN CONVEYANCE  
BOOK 584 FOLIO 44

'67 JUN 16 AM 11:28  
*James A. Hunt*  
DEPUTY CLERK OF COURT  
PARISH OF ST. MARTIN, LA.

139891

STATE OF LOUISIANA, THROUGH  
THE DEPARTMENT OF HIGHWAYS,

NUMBER 21626

VS.

16TH JUDICIAL DISTRICT COURT

ELINA DUPUIS BERARD

PARISH OF ST. MARTIN  
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 Five Thousand One Hundred Sixty-seven and No/100 Dollars (\$5,167.00).

AND IT IS HEREBY FURTHER ORDERED that the full ownership of the tracts or parcels of land described hereinafter as Parcels No. 25-11 and 27-2, subject to the reservation in perpetuity in favor of Elina Dupuis Berard, 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, together with the full ownership of the improvements situated wholly or partially thereon, is expropriated and taken for highway purposes as of the time of such deposit, according to law, for Lafayette-Lenora Highway, and its appurtenances on State Route La I-10, being State Project No. 450-06-07, Federal Aid Project No. I-10-2(28)110, a controlled access facility with no right of access to, from or across said facility to or from abutting lands except at designated points at which access is permitted upon the terms and conditions specified from time to time and upon the service, frontage or access roads provided, said tracts or parcels of land being described as follows, to-wit:

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Two (2) certain tracts or parcels of land, together with all of the improvements situated wholly or partially thereon and all rights, ways, privileges, servitudes, and advantages thereunto belonging or in anywise appertaining, situated in the Southwest Quarter of Section 63, Township 8 South, Range 6 East, Southwestern Land District, St. Martin Parish, Louisiana, designated as Parcels No. 25-11 and 27-2 on a right of way map by T. J. Martin, Registered Professional Engineer, dated September 1, 1965, a copy of which map is annexed to and made a part of the above numbered and entitled suit, which tracts or parcels of land are more particularly described in accordance with said map, as follows, to-wit:

PARCEL NO. 25-11:

Commence at a point which is North 32 degrees 47 minutes 44 seconds East a distance of 483.01 feet from an one inch pipe marking the most Westerly corner of the defendant's property on the Northeasterly right of way line of a local road; from said point of beginning continue North 32 degrees 47 minutes 44 seconds East along the Northwest boundary of the defendant's property a distance of 453.91 feet to a point and corner; thence proceed South 57 degrees 30 minutes 50 seconds East traversing the defendant's property a distance of 43.94 feet to a point and corner; thence North 79 degrees 25 minutes 56 seconds East traversing the defendant's property a distance of 400 feet to a point and corner; thence North 73 degrees 43 minutes 18 seconds East traversing the defendant's property a distance of 150.08 feet to a point and corner; thence South 32 degrees 22 minutes 19 seconds West along the Southeast boundary of the defendant's property a distance of 430.20 feet to a point and corner; thence South 79 degrees 25 minutes 56 seconds West traversing the defendant's property a distance of 600.05 feet to the point of beginning.

PARCEL NO. 27-2:

Commence at a point which is South 22 degrees 26 minutes 31 seconds West a distance of 655.91 feet from a 3/4 inch iron pipe marking the Northwest corner of the defendant's property from said point of beginning proceed along the arc of a curve (the radius of which curve is 22,768.32 feet and the long chord of which bears North 76 degrees 06 minutes 06 seconds East, 667.55 feet) a distance of 667.57 feet

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to a point and corner; thence proceed South 22 degrees 30 minutes 11 seconds West along the Southeast boundary of the defendant's property a distance of 429.95 feet to a point and corner; thence South 79 degrees 25 minutes 56 seconds West traversing the defendant's property a distance of 640.68 feet to a point and corner; thence North 22 degrees 26 minutes 31 seconds East a distance of 383.4 feet to the point of beginning.

Being portions of the same property acquired by defendant by Act, recorded in BOOK 198, page 168, Conveyance Records, St. Martin Parish, Louisiana.

AND IT IS HEREBY FURTHER ORDERED that the defendant, Elina Dupuis Berard, 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.

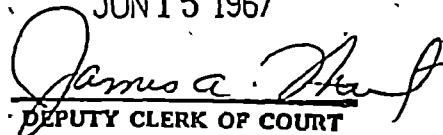
St. Martinville, Louisiana, this 15<sup>th</sup> day of June, 1967.



JUDGE, SIXTEENTH JUDICIAL DISTRICT COURT

RECEIVED AND FILED

JUN 15 1967



DEPUTY CLERK OF COURT



RECORDED IN CONVEYANCE  
BOOK **798** FOLIO **141**

RECORDED

189609

1979 AUG -6 AM 10:33  
*Nellie D. Eastin*  
DEPUTY CLERK OF COURT  
PARISH OF ST. MARTIN, LA

189609

SUCCESSION : 16TH JUDICIAL DISTRICT COURT  
OF : PROBATE NO. **8814**  
ELINA DUPUIS, widow of : PARISH OF ST. MARTIN  
Simon Berard : STATE OF LOUISIANA

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J U D G M E N T

The Court, considering the petition of ADELLE BERARD, widow of Joel LeBlanc, ALICE BERARD, divorced from Charles Bellows, now a single woman, EARL LEBLANC, husband of Bessie Serrette, MITCHELL BERARD, husband of Bobby Jean Hebert, BERTHA BERARD, wife of John Dupuis, and NELMA LEBLANC, judicially separated from Jude Duhon, to be recognized, in accordance with law and the last will and testament of the decedent, ELINA DUPUIS, widow of Simon Berard, heretofore probated herein and duly recorded as hereinafter set forth, as the sole heirs and legatees of said decedent and, as such, decreed the owners and sent into possession of the properties, movable, immovable, and of every nature whatsoever of which said decedent died possessed, the law and the evidence being in favor of petitioners, entitling them to the decree prayed for:

IT IS ORDERED, ADJUDGED AND DECREED that, in accordance with law and the last will and testament of the decedent, ELINA DUPUIS, widow of Simon Berard, heretofore probated herein and duly recorded under Entry No. **189608** of the Conveyance Records of St. Martin Parish, Louisiana, ADELLE BERARD, widow of Joel LeBlanc, BERTHA BERARD, wife of John Dupuis, ALICE BERARD, divorced from Charles Bellows, now a single woman, MITCHELL BERARD, husband of Bobby Jean Hebert, EARL LEBLANC, husband of Bessie Serrette, and NELMA LEBLANC, judicially separated from Jude Duhon, be and they are hereby recognized as the sole and only heirs and legatees of said decedent, and, as such, they are hereby decreed the owners and sent into possession of all of the properties, movable, immovable, and of every nature whatsoever of which said decedent died possessed, in the following proportions and in the

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following manner, to-wit:

EARL LEBLANC, husband of Bessie Serrette, and NELMA LEBLANC, judicially separated from Jude Duhon, in the proportion of an undivided one-half (1/2) thereof to each, the owners, in full title, of the following described property, to-wit:

That certain tract or parcel of land, situated in Section 63, Township 8 South, Range 6 East, Fifth Ward, East side of Bayou Teche, Parish of St. Martin, Louisiana, containing 16.28 arpents, measuring one hundred forty-six (146) feet on the public road, its Southwestern line, designated as Plot 1, containing such further dimensions and as fully depicted on plat of survey by Fred L. Colomb, Surveyor, dated July 10, 1964, amended July 10, 1979, recorded in Book 796, at page 901, under Entry No. 189308 of the Conveyance Records of St. Martin Parish, Louisiana, and being bounded, now or formerly, on the Northeast by the property of Dermellie Calais, on the Southeast, in part by the property of the heirs of Eugene Dupuis, in part by the property of the heirs of Ledell Dupuis, and in part by the property of Alton Huval, in the Northwest by that property designated as Plot 2 on the aforementioned plat of survey, and on the Southwest by the public road.  
LESS AND EXCEPT portion thereof conveyed by virtue of Order of Expropriation dated June 15, 1967, recorded in Book 574, at page 44, under Entry No. 139891 of the Conveyance Records of St. Martin Parish, Louisiana.

ALICE BERARD, divorced from Charles Bellows, now a single woman, the owner, in full title, of the following described property, to-wit:

That certain tract or parcel of land, situated in Section 63, Township 8 South, Range 6 East, Fifth Ward, East side of Bayou Teche, Parish of St. Martin, Louisiana, containing 16.18 arpents, measuring one hundred forty-six (146) feet on the public road, its Southwestern line, designated as Plot 2, containing such further dimensions and as fully depicted on plat of survey by Fred L. Colomb, Surveyor, dated July 10, 1964, amended July 10, 1979, recorded in Book 796, at page 901, under Entry No. 189308 of the Conveyance Records of St. Martin Parish, Louisiana, and being bounded, now or formerly, on the Southeast by that property designated as Plot 1 on the aforementioned plat of survey, on the Northwest by that property designated as Plot 3 on the aforementioned plat of survey, on the Northeast by the property of Dermellie Calais, and on the Southeast by the public road.  
LESS AND EXCEPT portion thereof conveyed to Alice Berard, divorced wife of Charles Bellows, dated March 23, 1967, recorded in Book 568, at page 548, under Entry No. 138955, and portion thereof conveyed by virtue of Order of Expropriation dated June 15, 1967, recorded in Book 574, at page 44, under Entry No. 139891, Conveyance Records of St. Martin Parish, Louisiana.

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BERTHA BERARD, wife of John Dupuis, the owner, in full title, of the following described property, to-wit:

That certain tract or parcel of land, situated in Section 63, Township 8 South, Range 6 East, Fifth Ward, East side of Bayou Teche, Parish of St. Martin, Louisiana, containing 16.08 arpents, measuring one hundred forty-six (146) feet on the public road, its Southwestern line, designated as Plot 3, containing such further dimensions and as fully depicted on plat of survey by Fred L. Colomb, Surveyor, dated July 10, 1964, amended July 10, 1979, recorded in Book 796, at page 901, under Entry No. 189308 of the Conveyance Records of St. Martin Parish, Louisiana, and being bounded, now or formerly, on the Northeast by the property of Dermellie Calais, on the Southeast by that property designated as Plot 2 on the aforementioned plat of survey, on the Northwest by the property of Bertha Dupuis Huval, and on the Southwest by the public road.

LESS AND EXCEPT portion thereof conveyed by virtue of Order of Expropriation dated June 15, 1967, recorded in Book 574, at page 44, under Entry No. 139891 of the Conveyance Records of St. Martin Parish, Louisiana.

ADELE BERARD, widow of Joel LeBlanc, the owner, in full title, of the following described property, to-wit:

That certain tract or parcel of land, situated in Section 35, Township 8 South, Range 6 East, Fifth Ward, East side of Bayou Teche, Parish of St. Martin, Louisiana, containing 13.43 arpents, measuring 310.2 feet on the public road, its Southwestern line, designated as Plot 4, containing such further dimensions and as fully depicted on plat of survey by Fred L. Colomb, Surveyor, dated July 9, 1964, amended July 10, 1979, recorded in Book 796, at page 900, under Entry No. 189307 of the Conveyance Records of St. Martin Parish, Louisiana, and being bounded, now or formerly, on the Northeast by the property of Alcide Dupuis, on the Northwest by the property of Anicet Daigle, on the Southeast by that property designated as Plot 5 on the aforementioned plat of survey, and on the Southwest by the public road.

LESS AND EXCEPT portion thereof conveyed to Walter Bobby Latiolais by virtue of instrument of sale dated July 2, 1964, recorded in Book 502, at page 445, under Entry No. 129516 (see Community Settlement dated June 16, 1962, recorded in Book 666, at page 621, under Entry No. 158161, and instrument of sale dated September 8, 1972, recorded in Book 670, at page 506, under Entry No. 159028) and portion thereof conveyed by virtue of Order of Expropriation dated June 15, 1967, recorded in Book 574, at page 44, under Entry No. 139891, Conveyance Records of St. Martin Parish, Louisiana.

MITCHELL BERARD, husband of Bobby Jean Hebert, the owner, in full title, of the following described property, to-wit:

That certain tract or parcel of land, situated in Section 35, Township 8 South, Range 6 East, Fifth

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Ward, East side of Bayou Teche, Parish of St. Martin, Louisiana, containing 13.18 arpents, measuring 270.2 feet on the public road, its Southwestern line, designated as Plot 5, containing such further dimensions and as fully depicted on plat of survey by Fred L. Colomb, Surveyor, dated July 9, 1964, amended July 10, 1979, recorded in Book 796, at page 900, under Entry No. 189307 of the Conveyance Records of St. Martin Parish, Louisiana, and being bounded, now or formerly, on the Northeast by the property of Alcide Dupuis, on the Northwest by that property designated as Plot 4 on the aforementioned plat of survey, on the Southeast by the property of Robert Usie, and on the Southwest by the public road. LESS AND EXCEPT portion thereof conveyed by virtue of Order of Expropriation dated June 15, 1967, recorded in Book 574, at page 44, under Entry No. 139891 of the Conveyance Records of St. Martin Parish, Louisiana.

ADELLE BERARD, widow of Joel LeBlanc, BERTHA BERARD, wife of John Dupuis, ALICE BERARD, divorced from Charles Bellows, now a single woman, MITCHELL BERARD, husband of Bobby Jean Hebert, in the proportion of an undivided one-fifth (1/5) thereof to each, and EARL LEBLANC, husband of Bessie Serrette, and NELMA LEBLANC, separated from Jude Duhon, in the proportion of an undivided one-tenth (1/10) thereof to each, all of the remaining property, movable, immovable, and of every nature whatsoever, of which said decedent died possessed, particularly, but not exclusively, the following, to-wit:

Certificate No. 5048, with Federal Savings & Loan Association of Breaux Bridge, Breaux Bridge, Louisiana, dated September 28, 1973, payable to Elina D. Berard or Alice Berard or Mrs. Adele B. LeBlanc, in the sum of \$8,000.00.

The sum of \$5,000.00, in the possession of Champagne, Colomb & Brumbaugh, Attorneys at Law, Lafayette, Louisiana,

The undivided one-tenth (1/10) rights, titles and interests in and to the following described property, to-wit:

That certain irregular shaped parcel of land, together with all rights, ways, privileges, servitudes, and advantages thereunto belonging or in anywise appertaining, situated in Section 63, Township 8 South, Range 6 East, Fifth Ward, East side of Bayou Teche, Parish of St. Martin, Louisiana, and being bounded, now or formerly, on the Northeast by the property of heirs of Ledel Dupuis, on the Northwest by the property of Melvin Dupuis, on the Southeast by Louisiana Highway 347, and on the Southwest by Interstate Highway I-10.

IT IS FURTHER ORDERED that FEDERAL SAVINGS & LOAN ASSOCIATION OF BREAUX BRIDGE, Breaux Bridge, Louisiana, be and it is hereby authorized and directed to pay to ADELLE BERARD, widow



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of Joel LeBlanc, BERTHA BERARD, wife of John Dupuis, ALICE BERARD, divorced from Charles Bellows, now a single woman, MITCHELL BERARD, husband of Bobby Jean Hebert, EARL LEBLANC, husband of Bessie Serrette, and NELMA LEBLANC, judicially separated from Jude Duhon, in the proportions as hereinabove set forth, the money on deposit in said institution and as hereinabove set forth.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, as set forth in the Inheritance and Estate Transfer Tax Return, filed with the Collector of Revenue of the State of Louisiana, a copy of which being attached to proceedings heretofore filed herein, this estate and the heirs thereof owe inheritance taxes to the State of Louisiana, as follows: ALICE BERARD BELLOWS, the sum of \$358.32, BERTHA BERARD DUPUIS, the sum of \$343.58, ADELLE BERARD LEBLANC, the sum of \$526.78, MITCHELL BERARD, the sum of \$514.57; EARL LEBLANC, the sum of \$136.54, and NELMA LEBLANC, the sum of \$134.54, totaling the sum of TWO THOUSAND SIXTEEN AND 33/100 (\$2,016.33) DOLLARS, which amounts as per receipt of the Collector of Revenue of the State of Louisiana, attached to proceedings heretofore filed herein, have been paid in full.

JUDGMENT READ, RENDERED AND SIGNED in Chambers at St. Martinville, Louisiana, this 6<sup>TH</sup> day of AUGUST, 1979.

RECEIVED AND FILED

AUG 6 1979

*Nellie G. Eastin*  
DEPUTY CLERK OF COURT

*[Signature]*  
DISTRICT JUDGE

RECORDED IN CONVEYANCE  
BOOK 732 FOLIO 600

19730

Filed  
1981 02 23  
Judy A. Raymond

STATE OF LOUISIANA  
PARISH OF LAFAYETTE

BEFORE ME, the undersigned authority, a Notary Public duly commissioned and qualified in and for the aforeset out parish and state, and in the presence of the hereinafter undersigned competent witnesses, personally came and appeared:

ALICE BERARD, divorced from Charles Bellows, now a single woman, EARL LEBLANC, husband of Bessie Serrette, MELVIN DUPUIS, husband of Marcella Cormier, residents of St. Martin Parish, Louisiana, and BERTHA BERARD, wife of John Dupuis, resident of East Baton Rouge Parish, Louisiana, each of the full age of majority,

who declared in the following manner, to-wit:

That, in consideration of the mutual benefits as will accrue to all thereby, Appearers,

ALICE BERARD, divorced from Charles Bellows, now a single woman, and BERTHA BERARD, wife of John Dupuis,

do, by these presents, hereby convey, set over, assign and deliver unto Appearers,

EARL LEBLANC, husband of Bessie Serrette, and  
MELVIN DUPUIS, husband of Marcella Cormier,

and Appearer,

EARL LEBLANC, husband of Bessie Serrette,

hereby conveys, sets over, assigns and delivers unto Appearer,

MELVIN DUPUIS, husband of Marcella Cormier,

the following right of passage, to-wit:

That certain right of way or servitude of passage of fifty (50) feet in width, situated, in part along the Northwestern line of that property designated as Plot 3-C and in part along the Northeastern embankment of a drainage canal located in the Southwestern portion of those properties designated as Plot 2-C and Plot 3-C, and in part situated along the Southwestern line of those properties designated as Plot 1-C and Plot 2-C, all on plat of survey by Fred L. Colomb, Surveyor, dated July 10, 1964, amended July 10, 1979, recorded in Book 796, at page 901, under Entry No. 189308 of the Conveyance Records of St. Martin Parish, Louisiana, more particularly described as extending from the Northern boundary line of that property designated as Plot 3-B, being Highway Interstate 10, along the Northwestern line of that property designated as Plot 3-C, to the Northeastern side of the aforementioned drainage ditch, thence proceeding along the Northeastern embankment of said drainage ditch to the point where

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said drainage ditch enters that property designated as Plot 2-B, thence proceeding along the Southwestern line of those properties designated as Plot 2-C and Plot 1-C, all fully set out on the aforementioned plat of survey, extending to the property of Melvin Dupuis on the Southeast.

Appearers further herein confer to EARL LEBLANC, husband of Bessie Serrette, and MELVIN DUPUIS, husband of Marcella Cormier , full authority, as may be necessary, to dedicate same to public use, with the express condition that all costs thereof are to be borne entirely by Appearers, EARL LEBLANC, husband of Bessie Serrette, and MELVIN DUPUIS, husband of Marcella Cormier , holding Appearers, ALICE BERARD, divorced from Charles Bellows, now a single woman, and BERTHA BERARD, wife of John Dupuis, completely harmless therefor, and with the further express condition that same be completed within five (5) years of the date hereof, holding Appearers, ALICE BERARD, divorced from Charles Bellows, now a single woman, and BERTHA BERARD, wife of John Dupuis, completely harmless therefor.

THUS DONE AND SIGNED by Appearers in the presence of the undersigned competent witnesses, all of whom sign with me, Notary, on this 19th day of February , 1981, after due reading of the whole.

WITNESSES:

Emily Arceneaux  
EMILY ARCENEAUX

Kathleen E. Lackey  
Kathleen E. Lackey

Alice Berard  
ALICE BERARD

Bertha Berard Dupuis  
BERTHA BERARD DUPUIS

Earl LeBlanc  
EARL LEBLANC

Melvin Dupuis  
MELVIN DUPUIS

George J. Champagne, Jr.  
NOTARY PUBLIC  
George J. Champagne, Jr.

RECORDED IN CONVEYANCE  
BOOK 985 FOLIO 399

GSU(112, 1-11-70 TRANSMISSION R/W

Line No. 760 **226331**  
Tract No. 236  
KMS/af

SERVITUDE AGREEMENT

RECORDED

1985 FEB 11 PM 3:31

*Judy A. Raymond*

STATE OF LOUISIANA

PARISH OF St. Martin

THIS SERVITUDE granted this 1 day of Feb, 1985,

by Alice Berard Bellows

hereinafter called "Grantor", to GULF STATES UTILITIES COMPANY, a Texas corporation, hereinafter called "Grantee", WITNESSETH that for and in consideration of the mutual and public benefits to be derived from this grant, and the further consideration of Dollars cash in hand paid by Grantee to Grantor, Grantor has granted, sold and conveyed with full warranty and subrogation, unto Grantee, the right, privilege, and real servitude to enter upon and to erect, construct, extend, maintain, inspect, operate, replace, remove, repair and patrol

one or more lines of structures for one or more circuits

with conductors, wires, crossarms, guy wires, conduits, stubs and other usual, necessary or proper fixtures for the transmission of electricity, and for Grantee's overhead and/or underground communications, together with all necessary foundations, anchors and braces to properly support the same, and the right to place anchors and guy wires outside the described servitude in sufficient numbers to adequately brace its structures any place or places where such described servitude makes an angle, with the right to replace wood structures with metal structures and metal structures with wood structures at any time and from time to time without further payment, upon, over and across a strip of land out of the following described tract, situated in the Parish of St. Martin, State of Louisiana:

That certain tract or parcel of land situated in Section 63, Township 8 South, Range 6 East, containing 16.18 arpents, more or less and bounded now or formerly as follows:  
Northwest by Bertha B. Dupuis; Northeast by the north section line of Section 63;  
Southeast by Heirs of Aline Berard LeBlanc, and Southwest by Interstate Highway No. 10.

being 109 feet on the northerly side and 85 feet on the southerly side of the following described centerline and continuations or projections thereof, insofar as same may be embraced within the boundaries of the above described tract, said centerline being more particularly described as follows:

Centerline entering the northwest line of the above described property, at a point located 780 feet northerly from the southwest corner;

THENCE N 74° 52' 35" E, a distance of 213.62 feet to a point of exit and crossing the southeast property line, 800 feet northerly from the southeast corner.

This servitude agreement cancels and supersedes a portion of the previous servitude agreement between Simon Berard and Gulf States Utilities Company dated October 22, 1928 and recorded in Conveyance Book 110, Page 151, File No. 49163 of the Conveyance Records of St. Martin Parish, Louisiana, but only in so far as it may apply to the tract described hereinabove, and Gulf States Utilities Company herein expressly reserves any other right which may be contained in the said servitude.

400

GSU112, 1-11-70 TRANSMISSION R/W

See plat, sketch, or aerial photo attached hereto and made a part hereof.

GRANTOR GRANTS unto Grantee the right from time to time (a) to cut and remove all trees, underbrush and other obstructions upon said land covered by said right of way without further payment and (b) to cut and remove from the land adjacent to said right of way any and all trees which in falling would come within ten feet of the electric lines of Grantee, upon payment of the reasonable market value of such trees.

GRANTOR RETAINS the right to use for Grantor's own purpose the land covered by said servitude as long as such use does not interfere with the servitude and rights herein granted. However, Grantor shall not erect, locate or permit the erection or location of any structure or object of any type whatever within ~~XXXXXXXXXXXXXXXXXXXX~~ of the above described servitude but Grantor may fence any or all of the said property. Grantor shall have ingress and egress at any and all times to, from and along the said land covered by the said servitude.

GRANTEE SHALL pay to Grantor for damage to Grantor's growing crops, buildings and other structures, roads, bridges and fences caused in the construction, operation and/or maintenance of said electric lines.

TO HAVE and to hold said rights, and right of way, unto the said Grantee, its successors and assigns, until said servitude be exercised, and so long thereafter as the same shall be useful for the above named purposes.

This agreement is in the nature of a covenant running with the land, and shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto. Whenever the word "Grantor" is used in this act, it shall be construed to include "Grantors".

WITNESS the signature of the Grantor on the day, month and year first above written.

WITNESSES as to Grantor:

*Billie E. Harland*  
*Earl J. LeBlanc*

GRANTOR:

*Alice Bellows*

TEXAS  
STATE OF LOUISIANA

COUNTY OF *Jefferson*

BEFORE ME, the undersigned authority, personally came and appeared *Billie E. Harland*

who being by me first duly sworn, deposed and said:

That he is one of the subscribing witnesses to the foregoing instrument; that *Alice Bellows* Grantor named in the instrument, signed the same in the presence of appearer and in the presence of *EARL J. LeBLANC* the other subscribing witness; and that appearer and the other subscribing witness signed attesting said instrument in the presence of the said Grantor and in the presence of each other, and that the signatures thereon are true and genuine.

*Billie E. Harland*

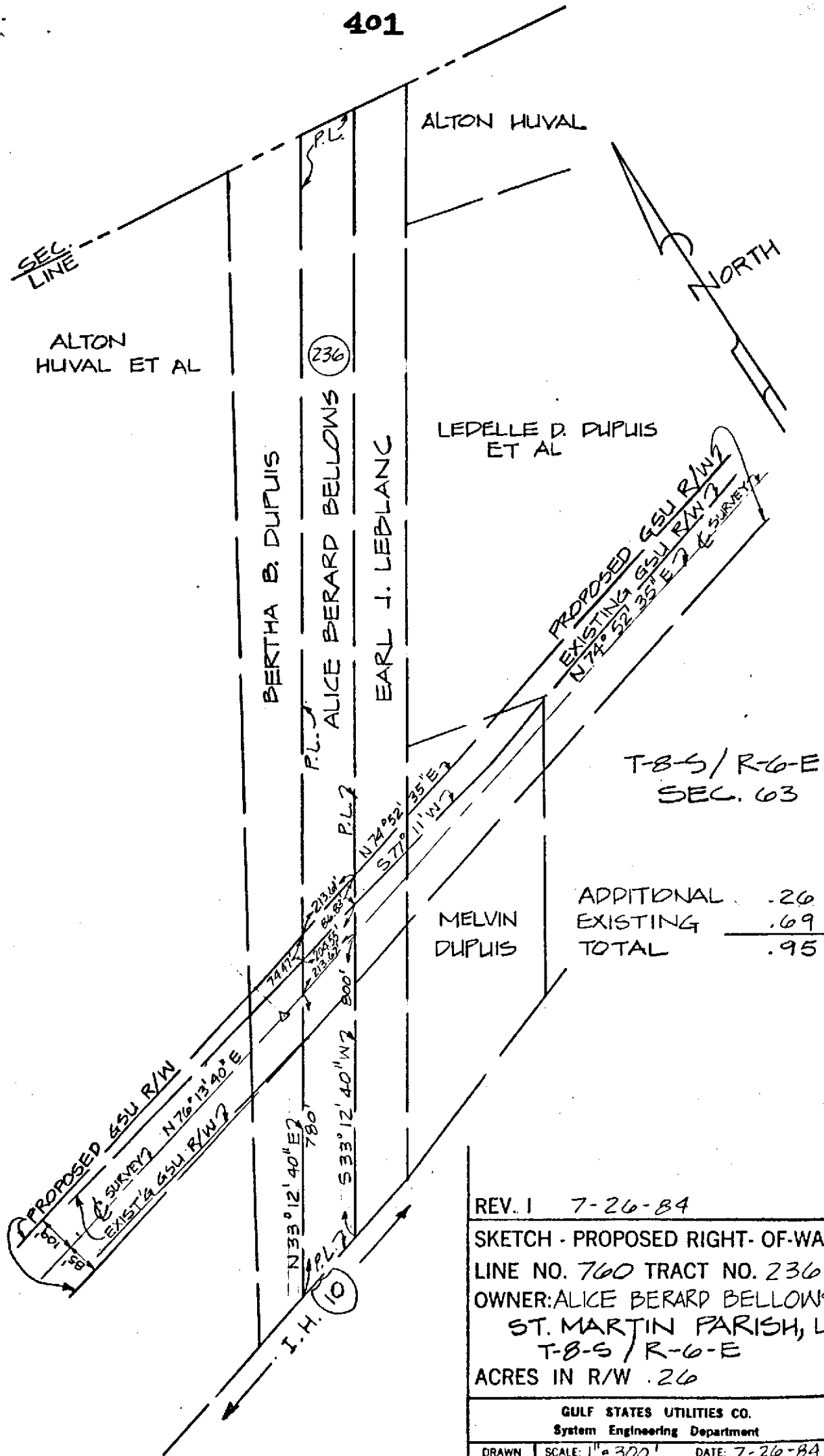
Appearing Witness

SWORN TO AND SUBSCRIBED before me at *Beaumont*  
day of *Feb*, 19 *85*

*Texas*, on this *1*

*Marianne Deha*  
Notary Public

MARIANNE DEKA, Notary Public  
In and For the State of Texas  
My Commission Expires *3/29/88*



BRUNING 44-132 42664-4

|                                |                  |               |
|--------------------------------|------------------|---------------|
| REV. I 7-26-84                 |                  |               |
| SKETCH - PROPOSED RIGHT-OF-WAY |                  |               |
| LINE NO. 760 TRACT NO. 236     |                  |               |
| OWNER: ALICE BERARD BELLOWNS   |                  |               |
| ST. MARTIN PARISH, LA          |                  |               |
| T-8-S/R-6-E                    |                  |               |
| ACRES IN R/W .26               |                  |               |
| GULF STATES UTILITIES CO.      |                  |               |
| System Engineering Department  |                  |               |
| DRAWN                          | SCALE: 1" = 300' | DATE: 7-26-84 |
| SAL                            | LOJO             | S-59683       |
| F. B. 2920 MAP 100-12 OVLY.    |                  |               |

216321

RECORDED IN CONVEYANCE  
BOOK 1072 PAGE 620

SUCCESSION  
OF  
ALICE BERARD BELLOWS

'88 JUL 1 PM 3 04 TH JUDICIAL DISTRICT COURT  
*Shirley Mitchell*  
PROBATE DOCKET NO. 10327  
PARISH OF ST. MARTIN ST. MARTIN PARISH, LOUISIANA

216321

JUDGMENT OF POSSESSION

Considering the Olographic Testament of the Decedent which has been truly proved, ordered filed and recorded in the Office of the Clerk of Court, St. Martin Parish, Louisiana, and executed according to law, the Petition for Possession and the Renunciations of Succession attached as Exhibits thereto, and the record of this proceeding, satisfactory proof having been submitted to the Court that all inheritance taxes due by the heirs and legatees have been paid, and that the Petition for Possession, Sworn Detailed Descriptive List, Affidavit of Death and Heirship, a copy of the Decedent's Last Will and Testament and a duplicate original of an Inheritance Tax Return have been duly filed with the Collector of Revenue for the State of Louisiana, as provided by law, the law and evidence entitling Petitioners to the relief prayed for, for the reasons this day orally signed:

IT IS ORDERED, ADJUDGED AND DECREED that:

- I. There be a dispensation of an administration of the Succession of ALICE BERARD BELLOWS;
- II. Petitioners, BERTHA BERARD DUPUIS and MITCHELL BERARD be recognized as the sole legatees and heirs of the Decedent, ALICE BERARD BELLOWS, and, as such, entitled to the ownership and to be sent into possession of all of the property owned by the Decedent, pursuant to the terms of the Olographic Testament of the Decedent and the law, as follows:
  - A.) An equal undivided one-half ownership in favor of each of the Petitioners, BERTHA BERARD DUPUIS and MITCHELL BERARD, in the following described property:
    - 1.) That certain tract or parcel of land together with all rights, ways, privileges and servitudes thereto appertaining and all appurtenances thereof, situated in Section 63, Township 8 South, Range 6 East, Fifth Ward, East side of Bayou Teche, Parish of St. Martin, Louisiana, containing 11.93 arpents and delineated as "Plot 2C, 11.93 Arp., 'KPRLK'" and having the dimensions, configuration and adjacent land owners as

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set forth on that certain plat of survey prepared by Fred L. Colomb, Registered Surveyor, dated July 10, 1964 and amended July 10, 1979 and thereafter recorded in Conveyance Book 796, Folio 901, under Entry Number 189308 of the records of St. Martin Parish, Louisiana, and being further identified as that portion of property situated North of Interstate 10 acquired by Alice Berard Bellows by judgment of possession dated August 6, 1979 and filed of record on that same date in Conveyance Book 798, Folio 141, under Entry Number 189609 of the records of St. Martin Parish, Louisiana.

- 2.) That certain lot or parcel of ground, together with all buildings and improvements located thereon or thereunto appertaining, situated at Section 63, Township 8 South, Range 6 East, Parish of St. Martin, Louisiana, having a front on the public road of Ninety (90) feet, by a depth between parallel lines of One Hundred Twenty-five (125) feet, being the Northwestern portion of that tract designated as Plot 2 on Plat of Survey by Fred L. Colomb, Surveyor, dated July 10, 1964, recorded under Entry Number 138955 of the records of St. Martin Parish, Louisiana, and being bounded on the Northwest by Plot 3 of said Plat of Survey on the Southwest by the Public Road, and the Northeast and Southeast by the remainder of the property of Elina Dupuis Berard. And being the property acquired by Alice Berard by Act of Cash Sale recorded in Conveyance Book 568, Folio 548 under Entry No: 138955 of the records of St. Martin Parish, Louisiana.
- 3.) An undivided one fiftieth (1/50) right, title and interest in and to that certain irregular shaped parcel of land, together with all rights, ways, privileges, servitudes, and advantages thereunto belonging or in anywise appertaining situated in Section 63, Township 8 South, Range 6 East, Fifth Ward, East side of Bayou Teche, Parish of St. Martin, Louisiana, and being bounded, now or formerly, on the Northeast by the property of heirs of Ledel Dupuis, on the Northwest by the property of Melvin Dupuis, on the Southeast by Louisiana Highway 347, and on the Southwest by Interstate I-10. Being the property acquired by Alice Berard by judgment of possession dated August 6, 1979 and recorded that same date in Conveyance Book 798, Folio 141 under Entry Number 189609 of the records of St. Martin Parish, Louisiana.
- 4.) All other movable property belonging to the Decedent at death as described in the record of these proceedings.



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- B.) Full ownership in favor of MITCHELL BERARD of the following described property:

The eastern one-half, determined by bisecting along a line to be drawn parallel to its eastern and western boundaries, of that certain tract or parcel of land together with all rights, ways, privileges and servitudes thereto appertaining and all appurtenances thereof, situated in Section 63, Township 8 South, Range 6 East, Fifth Ward, East side of Bayou Teche, Parish of St. Martin, Louisiana, and delineated as "Plot 2A, 2.62 Arp., 'DCEFD'" and having the dimensions, configurations and adjacent land owners as set forth on that certain plat of survey prepared by Fred L. Colomb, Registered Surveyor, dated July 10, 1964 and amended July 10, 1979 and thereafter recorded in Conveyance Book 796, Folio 901, under Entry Number 189308 of the records of St. Martin Parish, Louisiana, and being further identified as that portion of property situated South of Interstate 10 acquired by Alice Berard Bellows by judgment of possession dated August 6, 1979 and filed of record on that same date in Conveyance Book 798, Folio 141, under Entry Number 189609 of the records of St. Martin Parish, Louisiana, less and except any portion thereof previously acquired by Alice Berard by Act of Cash Sale recorded in Conveyance Book 568, Folio 548 under Entry Number 138955 of the records of St. Martin Parish, Louisiana.

- C.) Full ownership in favor of BERTHA BERARD DUPUIS of the following described property:

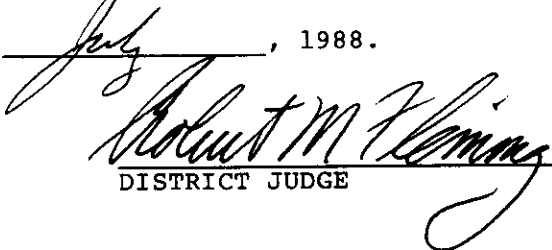
The western one-half, determined by bisecting along a line to be drawn parallel to its eastern and western boundaries, of that certain tract or parcel of land together with all rights, ways, privileges and servitudes thereto appertaining and all appurtenances thereof, situated in Section 63, Township 8 South, Range 6 East, Fifth Ward, East side of Bayou Teche, Parish of St. Martin, Louisiana, and delineated as "Plot 2A, 2.62 Arp., 'DCEFD'" and having the dimensions, configurations and adjacent land owners as set forth on that certain plat of survey prepared by Fred L. Colomb, Registered Surveyor, dated July 10, 1964 and amended July 10, 1979 and thereafter recorded in Conveyance Book 796, Folio 901, under Entry Number 189308 of the records of St. Martin Parish, Louisiana, and being further identified as that portion of property situated South of Interstate 10 acquired by Alice Berard Bellows by judgment of possession dated August 6, 1979 and filed of record on that same date in Conveyance Book 798, Folio 141, under Entry Number 189609 of the records of St. Martin Parish, Louisiana, less and except any portion thereof previously acquired by Alice Berard

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by Act of Cash Sale recorded in Conveyance  
Book 568, Folio 548 under Entry Number 138955  
of the records of St. Martin Parish,  
Louisiana.

III. All banks, trust companies, insurance companies and corporations having on deposit or in their possession, or under their control, any money, credits, stock dividends, funds or other property depending upon or belonging to the Succession of the Decedent, ALICE BERARD BELLOWS, are hereby required to deliver them to the aforesaid BERTHA BERARD DUPUIS and MITCHELL BERARD in the proportions and under the conditions fixed by this judgment even though such property may not have been specifically listed herein.

JUDGMENT READ AND SIGNED in Chambers in the City of St. Martinville,  
Louisiana, on this 1st day of July, 1988.

  
DISTRICT JUDGE

Respectfully submitted:

GAUTHIER & CEDARS, LTD.  
(A Professional Law Corporation)

  
STEPHEN J. SLATER  
Post Office Drawer 955  
Breaux Bridge, LA 70517  
318/332-4586

RECEIVED AND FILED

JUL 1 1988  
  
DEPUTY CLERK OF  
ST. MARTIN PARISH

216325

RECORDED IN CONVEYANCE  
BOOK 1072 FOLIO 621

ACT OF PARTITION

STATE OF LOUISIANA

PARISH OF ST. MARTIN

88 JUL 1 20 3 00  
Lana B. Blanchard

PARISH OF ST. MARTIN, LA

216325

BE IT KNOWN, that on this 1st day of July, 1988,  
BEFORE ME, STEPHEN J. SLATER, a Notary Public, duly commissioned and  
qualified in and for the Parish of St. Martin, State of Louisiana, and  
in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

BERTHA BERARD DUPUIS, whose current mailing address is 10505  
Toledo Bend Avenue, Baton Rouge, Louisiana, 70814, and

MITCHELL BERARD, whose current mailing address is 2011 Green  
Acres, Metairie, Louisiana, 70003

who declared that they are the owners in indivision of the following  
described property:

- A.) That certain tract or parcel of land together with  
all rights, ways, privileges and servitudes thereto  
appertaining and all appurtenances thereof, situated  
in Section 63, Township 8 South, Range 6 East, Fifth  
Ward, East side of Bayou Teche, Parish of St. Martin,  
Louisiana, containing 11.93 arpents and delineated  
as "Plot 2C, 11.93 Arp., 'KPRLK'" and having the  
dimensions, configuration and adjacent land owners  
as set forth on that certain plat of survey prepared  
by Fred L. Colomb, Registered Surveyor, dated July  
10, 1964 and amended July 10, 1979 and thereafter  
recorded in Conveyance Book 796, Folio 901, under  
Entry Number 189308 of the records of St. Martin  
Parish, Louisiana, and being further identified as  
that portion of property situated North of Interstate  
10 acquired by Alice Berard Bellows by judgment of  
possession dated August 6, 1979 and filed of record  
on that same date in Conveyance Book 798, Folio 141,  
under Entry Number 189609 of the records of St. Martin  
Parish, Louisiana.
- B.) That certain lot or parcel of ground, together with  
all buildings and improvements located thereon or  
thereunto appertaining, situated at Section 63,  
Township 8 South, Range 6 East, Parish of St. Martin,  
Louisiana, having a front on the public road of Ninety  
(90) feet, by a depth between parallel lines of One  
Hundred Twenty-five (125) feet, being the Northwestern  
portion of that tract designated as Plot 2 on Plat  
of Survey by Fred L. Colomb, Surveyor, dated July  
10, 1964, recorded under Entry Number 138955 of the  
records of St. Martin Parish, Louisiana, and being  
bounded on the Northwest by Plot 3 of said Plat of  
Survey on the Southwest by the Public Road, and the  
Northeast and Southeast by the remainder of the  
property of Elina Dupuis Berard. And being the  
property acquired by Alice Berard by Act of Cash Sale  
recorded in Conveyance Book 568, Folio 548 under Entry  
No: 138955 of the records of St. Martin Parish,  
Louisiana.

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The parties hereto futher declared that they desire to amicably divide the aforesaid property among themselves except for the improvements of every character located upon the property described in part B above, and, with this exception, in order to accomplish their mutual desires and wishes, they do hereby divide the above described property into separate shares, described as follows:

**SHARE 1:** 1.) The western one-half, determined by bisecting along a line to be drawn parallel to its eastern and western boundaries, of that certain tract or parcel of land together with all rights, ways, privileges and servitudes thereto appertaining and all appurtenances thereof, situated in Section 63, Township 8 South, Range 6 East, Fifth Ward, East side of Bayou Teche, Parish of St. Martin, Louisiana, containing 11.93 arpents and delineated as "Plot 2C, 11.93 Arp., 'KPRLK'" and having the dimensions, configuration and adjacent land owners as set forth on that certain plat of survey prepared by Fred L. Colomb, Registered Surveyor, dated July 10, 1964 and amended July 10, 1979 and thereafter recorded in Conveyance Book 796, Folio 901, under Entry Number 189308 of the records of St. Martin Parish, Louisiana, and being further identified as that portion of property situated North of Interstate 10 acquired by Alice Berard Bellows by judgment of possession dated August 6, 1979 and filed of record on that same date in Conveyance Book 798, Folio 141, under Entry Number 189609 of the records of St. Martin Parish, Louisiana.

2.) That certain lot or parcel of ground situated at Section 63, Township 8 South, Range 6 East, Parish of St. Martin, Louisiana, having a front on the public road of Ninety (90) feet, by a depth between parallel lines of One Hundred Twenty-five (125) feet, being the Northwestern portion of that tract designated as Plot 2 on Plat of Survey by Fred L. Colomb, Surveyor, dated July 10, 1964, recorded under Entry Number 138955 of the records of St. Martin Parish, Louisiana, and being bounded on the Northwest by Plot 3 of said Plat of Survey on the Southwest by the Public Road, and the Northeast and Southeast by the remainder of the property of Elina Dupuis Berard. And being the property acquired by Alice Berard by Act of Cash Sale recorded in Conveyance Book 568, Folio 548 under Entry No: 138955 of the records of St. Martin Parish, Louisiana.

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SHARE 2: 1.) The eastern one-half, determined by bisecting along a line to be drawn parallel to its eastern and western boundaries, of that certain tract or parcel of land together with all rights, ways, privileges and servitudes thereto appertaining and all appurtenances thereof, situated in Section 63, Township 8 South, Range 6 East, Fifth Ward, East side of Bayou Teche, Parish of St. Martin, Louisiana, containing 11.93 arpents and delineated as "Plot 2C, 11.93 Arp., 'KPRLK'" and having the dimensions, configuration and adjacent land owners as set forth on that certain plat of survey prepared by Fred L. Colomb, Registered Surveyor, dated July 10, 1964 and amended July 10, 1979 and thereafter recorded in Conveyance Book 796, Folio 901, under Entry Number 189308 of the records of St. Martin Parish, Louisiana, and being further identified as that portion of property situated North of Interstate 10 acquired by Alice Berard Bellows by judgment of possession dated August 6, 1979 and filed of record on that same date in Conveyance Book 798, Folio 141, under Entry Number 189609 of the records of St. Martin Parish, Louisiana.

Now, in order to carryout the said partition and to confer upon each a full and complete title, in due form, to the said property which said parties have severally agreed to take, the said BERTHA BERARD DUPUIS, in consideration of the property herein received by her as her full share in this partition, does hereby grant, bargain, set over, convey, transfer, assign, abandon and deliver with all legal warranties and with substitution and subrogation in and to all of her rights of action of warranty which she has or may have against all preceeding owners unto MITCHELL BERARD, here present and accepting for himself, his heirs, successors and assigns, and acknowledging due transfer and delivery, all and singular, Share 2 previously described in this Act of Partition.

AND in order to carryout the said partition and to confer upon each a full and complete title, in due form, to the said properties which said parties have severally agreed to take, the said MITCHELL BERARD, in consideration of the property herein received by him as his full share in this partition, does hereby grant, bargain, set over, convey, transfer, assign, abandon and deliver with all legal warranties and with full substitution and subrogation in and to all of his rights of action of warranty which he has or may have against all preceeding owners or vendors

unto **BERTHA BERARD DUPUIS**, here present and accepting for herself, her heirs, successors and assigns, and acknowledging due transfer and delivery, all and singular, **Share 1** previously described in this Act of Partition.

The parties hereto declare that the properties received by each are of approximately the same value, and each received an interest valued at approximately the same amount. No sum of money is to be paid by either of them to any other and accordingly, by means of this instrument, each has received in his possession the properties allotted to each as aforesaid and they do discharge each other from all credits, matters, debts and things whatsoever in the premises, hereby acknowledging themselves respectively to be fully satisfied with this partition.

The parties hereto waive the production of mortgage, surveyance and other certificates, and release me, Notary, from any and all responsibility in connection therewith. Additionally, all parties hereto acknowledge that the property descriptions of the property contained herein were submitted to the undersigned Notary by them, and no title opinion was requested from the undersigned Notary as to the validity of the title to the subject property and none was rendered. Additionally, the tax consequences surrounding the execution of this instrument have not been discussed among the parties and the undersigned Notary.

THUS DONE AND SIGNED in the Parish of St. Martin, State of Louisiana, in the presences of Wanda Haynes and Lynn Menard, competent witnesses, all of whom signed with appearers and me, Notary, on the day and date first above written, after due reading of the whole.

WITNESSES:

Wanda Haynes  
Lynn Menard

Bertha Berard Dupuis  
BERTHA BERARD DUPUIS  
Mitchell Berard  
MITCHELL BERARD

[Signature]  
NOTARY PUBLIC

RECORDED IN CONVEYANCE  
BOOK 1220 FOLIO 665

JUL 10 12:35

276082

ACT OF DONATION IN TRUST BY BERTHA B. DUPUIS TO *Judy R. Cormier* UNITED STATES OF AMERICA

JOHN DUPUIS AND BERTHA B. DUPUIS AS TRUSTEES OF THE DUPUIS FAMILY TRUST STATE OF LOUISIANA PARISH OF EAST BATON ROUGE

BE IT KNOWN, that on the 23rd day of June, 1995, before me, Donald G. Coffman, Jr., a Notary Public, duly commissioned and qualified in and for the aforementioned state and parish, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

BERTHA B. DUPUIS, whose Social Security Number is [REDACTED], Co-Settlor and Co-Trustee of The Dupuis Family Trust, domiciled in the Parish of East Baton Rouge, whose present mailing address is 10505 Toledo Bend Ave., Baton Rouge, Louisiana 70814, wife of John Dupuis, hereinafter referred to as "Settlor";

who, after being duly sworn by me, declared that in accordance with the laws of the State of Louisiana, and in particular the Louisiana Trust Code, which laws govern The Dupuis Family Trust, Settlor does by these presents irrevocably give, grant and donate unto JOHN DUPUIS and BERTHA B. DUPUIS, and their successors as Trustee, (hereinafter also collectively known as the "Trustee") the following described property:

1. The western one-half, determined by bisecting along a line to be drawn parallel to its eastern and western boundaries, of that certain tract or parcel of land together with all rights, ways, privileges and servitudes thereto appertaining and all appurtenances thereof, situated in Section 63, Township 8 South, Range 6 East, Fifth Ward, East side of Bayou Teche, Parish of St. Martin, Louisiana, and delineated as "Plot 2A, 2.62 Arp., 'DCEFD'" and having the dimensions, configurations and adjacent land owners as set forth on that certain plat of survey prepared by Fred L. Colomb, Registered Surveyor, dated July 10, 1964 and amended July 10, 1979 and thereafter recorded in Conveyance Book 796, Folio 901, under Entry Number 189308 of the records of St. Martin Parish, Louisiana, and being further identified as that portion of property situated South of Interstate 10 acquired by Alice Berard Bellows by judgment of possession dated August 6, 1979 and filed of record on that same date in Conveyance Book 798, Folio 141, under Entry Number 189609 of the records of St. Martin Parish, Louisiana, less and except any portion thereof previously acquired by Alice Berard by Act of Cash Sale recorded in Conveyance Book 568, Folio 548 under Entry Number 138955 of the records of St. Martin Parish, Louisiana.
2. The western one-half, determined by bisecting along a line to be drawn parallel to its eastern and western boundaries, of that certain tract or parcel of land together with all rights, ways, privileges and servitudes thereto appertaining and all appurtenances thereof, situated in Section 63, Township 8 South, Range 6 East, Fifth Ward, East side of Bayou Teche, Parish of St. Martin, Louisiana, containing 11.93 arpents and delineated as "Plot 2C, 11.93 Arp., 'KPRLK'" and having the dimensions, configuration and adjacent land owners as set forth on that certain plat of survey prepared by Fred L. Colomb, Registered Surveyor, dated July 10, 1964 and amended July 10, 1979 and thereafter recorded in Conveyance Book 796, Folio 901, under Entry Number 189308 of the records of St. Martin Parish, Louisiana, and being further identified as that portion of property situated North of Interstate 10 acquired by Alice Berard Bellows

276082

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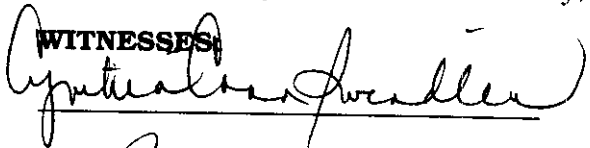
by judgment of possession dated August 6, 1979 and filed of record on that same date in Conveyance Book 798, Folio 141, under Entry Number 189609 of the records of St. Martin Parish, Louisiana.

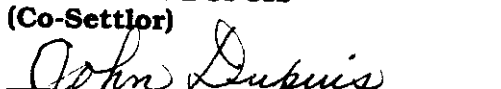
3. That certain lot or parcel of ground, together with all buildings and improvements located thereon or thereunto appertaining, situated at Section 63, Township 8 South, Range 6 East, Parish of St. Martin, Louisiana, having a front on the public road of Ninety (90) feet, by a depth between parallel lines of One Hundred Twenty-Five (125) feet, being the Northwestern portion of that tract designated as Plot 2 on Plat of Survey by Fred L. Colomb, Surveyor, dated July 10, 1964, recorded under Entry Number 138955 of the records of St. Martin Parish, Louisiana, and being bounded on the Northwest by Plot 3 of said Plat of Survey on the Southwest by the Public Road, and the Northeast and Southeast by the remainder of the property of Elina Dupuis Berard. And being the property acquired by Alice Berard by Act of Cash Sale recorded in Conveyance Book 568, Folio 548 under Entry Number 138955 of the records of St. Martin Parish, Louisiana.

which property has the following value: FOURTEEN THOUSAND TWO HUNDRED THIRTY-ONE AND 59/100 (\$14,231.59) DOLLARS, all to be held by the Trustee in trust, under the terms and conditions set forth in detail in that instrument executed by Settlers on June 23, 1995, entitled "Trust Agreement".

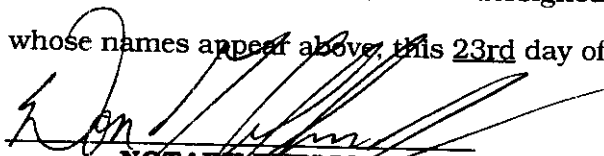
AND ALSO PERSONALLY CAME AND APPEARED: **JOHN DUPUIS** and **BERTHA B. DUPUIS**, who, after being duly sworn, declared to me, Notary, that they expressly accept the donation made herein in trust and agree to be bound by the terms and conditions of this act.

THUS DONE AND SIGNED on the day and date first mentioned, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after due reading of the whole.

**WITNESSES:**  
  


  
**BERTHA B. DUPUIS**  
(Co-Settlor)  
  
**JOHN DUPUIS**  
(Co-Trustee)  
  
**BERTHA B. DUPUIS**  
(Co-Trustee)

**SWORN TO AND SUBSCRIBED BEFORE ME**, the undersigned Notary, in the presence of the witnesses whose names appear above, this 23rd day of June, 1995.

  
**NOTARY PUBLIC**



## St. Martin Parish Recording Page

**Becky P Patin**  
**CLERK OF COURT**  
P.O. BOX 308  
St. Martinville, LA 70582  
(337) 394-2210

**First VENDOR**

DUPUIS, BERTHA B SUCC OF

## First VENDEE

DUPUIS FAMILY TRUST

**Index Type :** Conveyance

**Inst Number : 445797**

**Type of Document :** Amended Judg Of Possession

Book : 1591

Page : 545

**Recording Pages :** 2

## Recorded Information

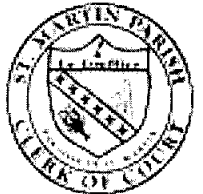
I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Martin Parish, Louisiana

On (Recorded Date) : 06/06/2011

At (Recorded Time) : 10:21:32AM



7  
Janet B. Malina  
Deputy Clerk



Doc ID - 005529120002

Do not Detach this Recording Page from Original Document

SUCCESSION OF  
BERTHA B. DUPUIS  
NUMBER 7911, SEC. 22

\*  
\*  
\*  
\*  
\*  
\*

19<sup>TH</sup> JUDICIAL DISTRICT COURT  
PARISH OF EAST BATON ROUGE  
STATE OF LOUISIANA

\*\*\*\*\*

AMENDED JUDGMENT OF POSSESSION

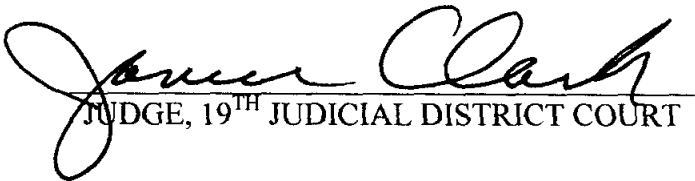
Considering the Petition for Amendment of Judgment of Possession and the record of this proceeding, the law and evidence entitling Petitioners to the relief prayed for;

IT IS ORDERED, ADJUDGED AND DECREED THAT the Judgment of Possession signed on June 4, 2004 be amended to specifically recognize THE DUPUIS FAMILY TRUST, through its Trustee MARY D. GOODSON, as the owner of the tract of land having the following property description:

5.965 arpents of land, more or less, situated in Section 63, T8S, R6E, St. Martin Parish, Louisiana, and being more particularly described as the western one-half of Plot 2C in that certain Act of Donation in Trust dated June 23, 1995 from Bertha B. Dupuis to John Dupuis and Bertha B. Dupuis as Trustees of the Dupuis Family Trust, recorded in Conveyance Book 1220, Page 665, Official Public Records, Clerk of Court, St. Martin Parish, Louisiana.

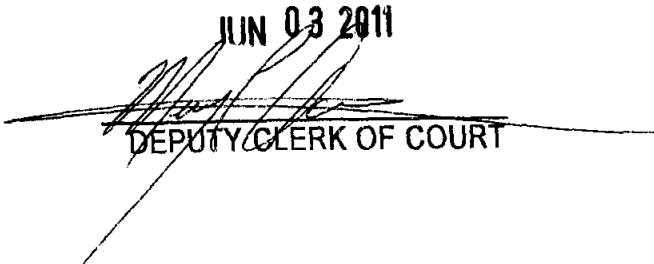
JUDGMENT READ, RENDERED, AND SIGNED in Baton Rouge, Louisiana, this

25 day of April, 2011.

  
JUDGE, 19<sup>TH</sup> JUDICIAL DISTRICT COURT

112618  
2011 APR 15 PM 2:51  
DEPUTY CLERK OF COURT  
DOUG WELBORN  
CLERK OF COURTER R PARISH

CERTIFIED  
TRUE COPY

JUN 03 2011  
  
DEPUTY CLERK OF COURT

St. Martin Parish Recording Page

Becky P Patin  
CLERK OF COURT  
P.O. BOX 308  
St. Martinville, LA 70582  
(337) 394-2210

First VENDOR

DUPUIS FAMILY TRUST

First VENDEE

AIR PRODUCTS AND CHEMICALS INC

Index Type :   Conveyance  
Type of Document : R/W & Servitude Agree

Inst Number : 449598

Book : 1603       Page : 340

Recording Pages :       10

Recorded Information

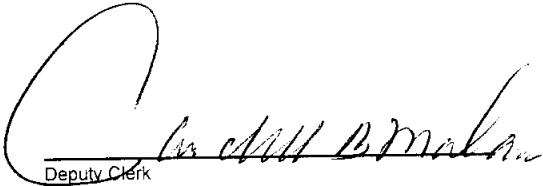
I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Martin Parish, Louisiana

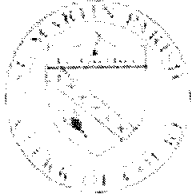
On (Recorded Date) : 10/13/2011

At (Recorded Time) : 12:27:16PM



Doc ID - 005574110010

  
Deputy Clerk



State of Louisiana  
Parish of St. Martin  
GCCP Tract No: LA-SM-104.000  
LA-SM-105.000

**RIGHT OF WAY AND SERVITUDE AGREEMENT**

This agreement is made and entered into by and between The Dupuis Family Trust, (“**Grantor**”, whether one or more), whose mailing address is c/o Mary Goodson, 7009 Lake Comite Dr., Baton Rouge, LA 70517, and AIR PRODUCTS AND CHEMICALS, INC, a Delaware corporation (“**Grantee**”), whose mailing address is 12600 Northborough Drive, Suite 196, Houston, Texas 77067.

1. For and in consideration of the sum of ONE HUNDRED AND NO/100 (\$100.00) DOLLARS cash and other valuable consideration, the receipt and adequacy of which are hereby acknowledged and full acquittance granted therefor, Grantor does hereby grant, convey and deliver to Grantee, its successors and assigns, a right of use, servitude, right of way and easement to install, lay, construct, maintain, use, alter, inspect, operate, protect, repair, replace, change the size of, remove, reconstruct, renew and abandon one (1) pipeline, not exceeding eighteen (18”) inches outside diameter, together with appurtenances thereto for the transportation and measurement of industrial gases (including but not limited to hydrogen, nitrogen, oxygen, carbon monoxide and syngas) and other products or substances which can be transported through a pipeline under, upon, over and through the following described land (the “**land**”) belonging to Grantor situated in St. Martin Parish Louisiana, to-wit:

**16.08 arpents of land, more or less, situated in Section 63, T8S, R6E, St. Martin Parish, Louisiana as described in that certain Act of Donation in Trust dated June 23, 1995 from Bertha B. Dupuis to John Dupuis and Bertha B. Dupuis as Trustees of The Dupuis Family Trust, recorded in Conveyance Book 1220, Page 664, Official Public Records, Clerk of Court, St. Martin Parish, Louisiana.**

**Tax ID: 0520001226**

**5.965 arpents of land, more or less, situated in Section 63, T8S, R6E, St. Martin Parish, Louisiana, and being more particularly described as the western one-half of Plot 2C in that certain Act of Donation in Trust dated June 23, 1995 from Bertha B. Dupuis to John Dupuis and Bertha B. Dupuis as Trustees of the Dupuis Family Trust, recorded in Conveyance Book 1220, Page 665, Official Public Records, Clerk of Court, St. Martin Parish, Louisiana.**

**Tax ID: 0520001227**

2. This grant of rights and servitude includes the right of access to said pipeline and appurtenant facilities and the right of ingress and egress on, over, across and through Grantor’s land, for any and all purposes convenient to the exercise by Grantee of the rights granted hereunder.
3. Grantor covenants that Grantor is the owner of the land, has a good and merchantable title thereto, and has the right, title and capacity to grant the rights and servitude hereby granted.
4. The servitude herein granted shall have a total permanent servitude width of fifteen (15’) feet with the location of the centerline of said permanent servitude being shown and identified as “C/L Proposed 15’ Pipeline Servitude” on [**Exhibits “A” and “B”**],

attached hereto and made a part hereof. From time to time during construction and maintenance operations, Grantee shall have the right to use an additional sixty (60') feet in width for a total workspace servitude of seventy-five (75') feet in width, with the additional sixty (60') feet of width beyond the limits of the permanent servitude herein granted being apportioned on each side of said permanent servitude in such manner as Grantee may desire. The side line boundaries of said fifteen (15') foot wide permanent servitude and said sixty (60') foot wide additional workspace servitude shall be extended or shortened as the case may be to meet at angle points and to meet all of Grantor's boundary lines. During initial construction only, Grantee shall have the right to use such additional temporary workspace as may be reasonably necessary in crossing creeks, canals, roads, railroads, pipelines and other obstructions.

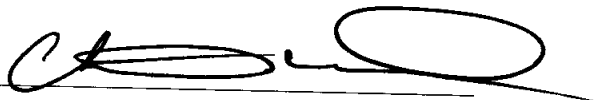
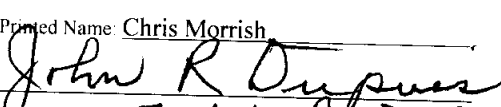
5. The pipeline to be constructed under this grant shall be located at a depth of at least forty-eight (48") inches below the surface of the ground and at least sixty (60") inches below the bottom of all ditches and canals. However, Grantee shall have the right to install markers above ground at various points, including without limitation at canal, ditch, highway, road, railroad, and fence crossings and at property lines as required by Grantee to support the pipeline operations and the governing State and Federal Regulations and Codes.
6. In the event the actual location of the servitude must be modified due to conditions unknown at the time of execution of this agreement, Grantor and Grantee shall promptly negotiate in good faith an amendment to this agreement (in recordable form), modifying the location of the servitude, but all other terms of this agreement shall remain unchanged and in full effect; provided, however, should such modification result in a servitude of greater length than provided herein, Grantee shall promptly pay Grantor additional consideration for such greater servitude on equivalent terms.
7. Grantor retains the right to use the land, except as such use may hinder, conflict or unreasonably interfere with the exercise and enjoyment of the rights and servitude herein granted or to the extent that such use by Grantor may not be consistent with the safety of Grantee's facilities or the safety of persons or property on the surface of the servitude. Grantor's use shall be subject to the servitude herein granted unto Grantee. Grantor shall not construct nor permit to be constructed any structures, improvements, lakes, ponds, impounded water (with the exception of water related to growing of agricultural crops such as rice and crawfish) or obstructions, nor plant trees, drill, excavate or fill within the permanent servitude, without the express written prior consent of Grantee. Grantee shall, without any liability for damages, have the right from time to time to cut or remove all trees and overhanging limbs, undergrowth or other facilities or obstructions on or within the permanent servitude that, in its judgment, may injure, endanger or interfere with the exercise by Grantee of the rights and privileges herein granted. Grantor shall not construct streets, sidewalks, driveways, fences, pipeline or utility lines within said permanent servitude unless (i) such facilities do not create a potentially unsafe condition nor interfere with Grantee's use of the servitude, (ii) Grantee is notified prior to construction of such facilities, (iii) any additional pipelines or utility lines are, at Grantee's option, constructed below Grantee's pipeline, and (iv) such facilities are constructed in accordance with any safety precautions specified by Grantee.
8. 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 to the extent arising out of or resulting from the negligence or willful misconduct of Grantee.
9. Grantee agrees to pay Grantor (or Grantor's tenant(s), if applicable) for all normal and customary damages to growing crops, livestock, land, timber, canals, levee systems, private roadways, fencing or buildings or other property of Grantor (or Grantor's tenant(s), if applicable) to the extent caused by Grantee's exercise of any of the rights and privileges hereby granted; but after the pipeline has been laid, Grantee shall not thereafter be liable for any damages resulting from trimming, moving or removing trees, brush or undergrowth from or within the permanent servitude (except for crop damages and aquaculture damages) and shall not be liable for any damage to property or improvements which are prohibited within the permanent servitude under the terms of this grant.

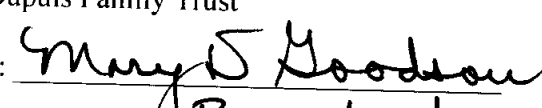
- 10. The consideration recited herein is accepted by Grantor in full payment, settlement and satisfaction for the rights and servitude (temporary and permanent), for all severance damages, and for all normal anticipated damages caused by Grantee's exercise of the rights herein granted upon the servitude, including without limitation its right to maintain the permanent servitude clear.
- 11. The ownership of the pipeline, component parts thereof, and all appurtenances thereto installed by Grantee within the servitude shall remain the property of Grantee at all times. Upon the termination of the use of the servitude, Grantee may elect to leave said pipeline, component parts thereof, and all appurtenances thereto, or any part thereof, in place or thereafter remove them, or any part thereof.
- 12. This agreement shall be binding upon the successors and assigns of the parties hereto. Grantee, its successors and assigns, are expressly given and granted the right to assign this agreement, or any interest herein, in whole or in part, and the same shall be divisible among two or more persons as to any rights created hereunder.
- 13. 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 join in the execution of this agreement. The failure of any party owning an interest in the land to sign this agreement shall not affect its validity as to those whose signatures appear on the original or any counterpart hereof.
- 14. TO HAVE AND TO HOLD said premises, together with the rights and appurtenances thereto, unto GRANTEE, its successors and assigns, forever, in accordance with the terms hereof. GRANTOR does hereby bind itself and its heirs, successors and assigns, to warrant and forever defend all and singular said premises unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this agreement is executed by the parties hereto as of the 27 day of October, 2010, said parties signing in the presence of the witnesses whose names appear opposite their respective signatures.

WITNESSES:

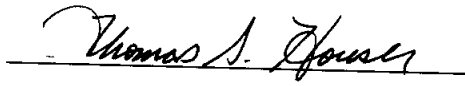
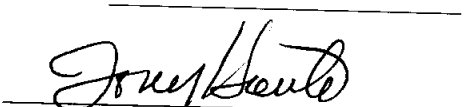
GRANTOR:

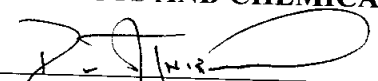
  
Printed Name: Chris Morrish  
  
Printed Name: JOHN R DUPUIS

The Dupuis Family Trust  
By:   
Title: President

WITNESSES:

GRANTEE:

  
Print Name: Thomas S. Houser  
  
Print Name: Tony Huerta

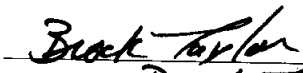
AIR PRODUCTS AND CHEMICALS, INC  
By:   
Name: Rick J. Thibodeaux  
Title: Lead Real Estate Specialist

STATE OF LOUISIANA  
PARISH OF CALCASIEU

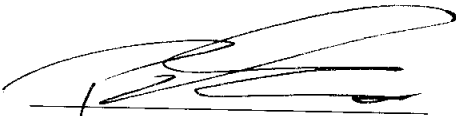
BEFORE ME, the undersigned authority, duly commissioned and qualified within and for the State and Parish aforesaid, personally came and appeared Chris Morrish (Witness), who being by me duly sworn, deposed and said that he/she was one of the subscribing witnesses to the foregoing instrument; that the same was signed by Mary Goodson, president of The Dupuis Family Trust, well known to said appearer to be the identical person(s) so executing the same as his/her/their own free will, act and deed for the uses, purposes, and considerations therein expressed in the presence of appearer and in the presence of the other subscribing witness.

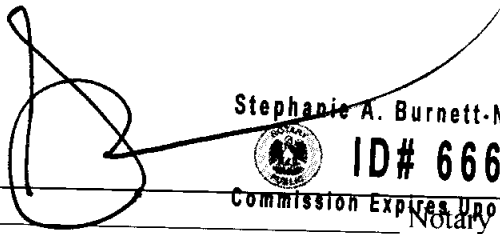
IN WITNESS WHEREOF, the said appearer has executed this acknowledgment in my presence and in the presence of the undersigned competent witnesses, on this 29 day of October, 2010.

WITNESSES:

  
Print Name: Brock Taylor

  
Print Name: Chris Morrish  
(Witness)

  
Print Name: Bennie Shields

  
Stephanie A. Burnett-Newman  
 ID# 66631  
Commission Expires Upon Death  
Notary Public,  
Notary/Bar No. \_\_\_\_\_

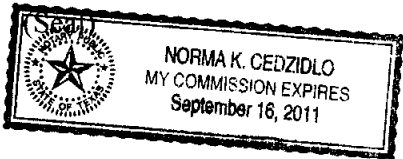
STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this 8<sup>th</sup> day of November, 2010, personally appeared Rick J. Thibodeaux, the Lead Real Estate Specialist of **AIR PRODUCTS AND CHEMICALS, INC.**, a Delaware corporation, to me known to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the foregoing instrument in the capacities stated, as the act of said entity for the purposes and considerations therein expressed.

*Norma K. Cedzidlo*  
Notary Public in and for the State of Texas  
Print Name: Norma K. Cedzidlo  
Commission expires: Sept. 16, 2011

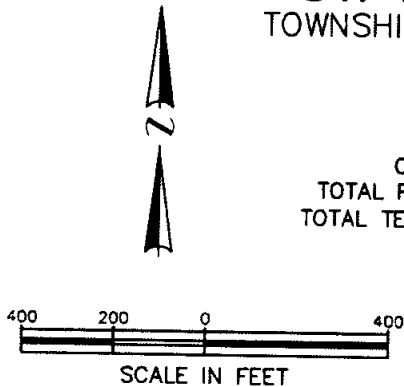
230701



After recording please return to:  
**Air Products – CLS Field Office**  
**751 Bayou Pines East Suite C**  
**Lake Charles, LA 70601**



ST. MARTIN PARISH, LOUISIANA  
TOWNSHIP 8 SOUTH, RANGE 6 EAST, SECTION 63  
**THE DUPUIS FAMILY TRUST**  
TRACT NO. LA-SM-104.000  
16.08 ARPENTS  
BK. 1220, FOLIO 664 O.P.R.C.C.S.M.P.L.  
CENTERLINE IS 206.74 FEET OR 12.53 RODS LONG  
TOTAL PERMANENT SERVITUDE IS 3,101 SQ. FT. OR 0.07 ACRES  
TOTAL TEMPORARY WORKSPACE IS 12,406 SQ. FT. OR 0.28 ACRES



MALCOLM HUVAL  
TRACT NO.  
LA-SM-103.000  
BK. 1339, PG. 858  
O.P.R.C.C.S.M.P.L.

THE DUPUIS FAMILY  
TRUST  
TRACT NO.  
LA-SM-105.000  
BK. 1220, FOLIO 665  
O.P.R.C.C.S.M.P.L.

POINT OF ENTRY  
N 11005474.86  
E 2007863.52

POINT OF EXIT  
N 11005520.66  
E 2008065.12

⊙ PROPOSED 15'  
PIPELINE SERVITUDE

SEE DETAIL

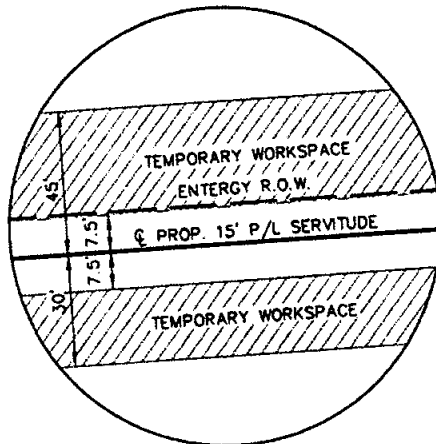
- ~ PERMANENT SERVITUDE  
▨ ~ TEMPORARY WORKSPACE

NOTES

- All bearings, distances and coordinates are referenced to the "Universal Transverse Mercator System", North Zone 15, North American Datum of 1983. The scale factor used was 0.99975957.
- A centerline description of even date was prepared by the surveyor in conjunction with this plat.

I, George E. Griffith, do hereby certify that this plat correctly represents a survey made on the ground this date under my supervision and that this plat accurately depicts the evidence as found by this survey.

George E. Griffith  
Louisiana P.L.S. No. 4893  
October 15, 2010



DETAIL  
N.T.S.

| LINE TABLE |               |          |
|------------|---------------|----------|
| No.        | Bearing       | Distance |
| 1          | N 77°12'02" E | 206.74'  |

EXHIBIT "A" SHEET 1 OF 1

AIR PRODUCTS & CHEMICALS, INC.

PLAT OF THE CENTERLINE FOR A  
PIPELINE SERVITUDE ACROSS  
THE DUPUIS FAMILY TRUST

ST. MARTIN PARISH,

LOUISIANA

| REV | REVISION | DATE     | DRAWN BY         | DATE     | <br>2900 N. Loop West, Suite 1000<br>Houston, Tx. 77092<br>Phone: 713-871-8787 | SCALE   |  |  | PROJ. NO. |  | DWG. NO.      |  | REV. |
|-----|----------|----------|------------------|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|--|--|-----------|--|---------------|--|------|
|     |          |          | ITE              | 10/15/10 |                                                                                                                                                                   | 1"=400' |  |  | APC-009   |  | LA-SM-104.000 |  | 0    |
|     |          |          | CHECKED BY       | DATE     |                                                                                                                                                                   |         |  |  |           |  |               |  |      |
|     |          |          | SGH              | 10/18/10 |                                                                                                                                                                   |         |  |  |           |  |               |  |      |
|     |          |          | ENGR. APPD       | DATE     | ALIGN. DWG                                                                                                                                                        |         |  |  |           |  |               |  |      |
|     |          |          | PROJ. MGR. APPD. | DATE     |                                                                                                                                                                   |         |  |  |           |  |               |  |      |
| 0   | ISSUED   | 10/25/10 |                  |          |                                                                                                                                                                   |         |  |  |           |  |               |  |      |

Exhibit "B"  
Air Products & Chemicals, Inc.  
LA-SM-104.000  
St. Martin Parish, Louisiana

Being the centerline of a proposed pipeline servitude situated in St. Martin Parish, Louisiana being out of Section 63, T 8 S, R 6 E located on a 16.08 arpent tract of land described in a deed to The Dupuis Family Trust as recorded in Bk.1220, Folio 664 O.P.R.C.C.S.M.P.L. and the said proposed servitude centerline being described by metes and bounds as follows to-wit:

BEGINNING N 31°55'40" E 838.27 feet from the southwest corner of the aforesaid 16.08 arpent tract of land being the east boundary line of a tract of land described in a deed to Malcolm Huval as recorded in Bk.1339, Folio 858 O.P.R.C.C.S.M.P.L. being the Point of Entry and having UTM, North Zone 15 coordinates of N 11,005,474.86 and E 2,007,863.52;

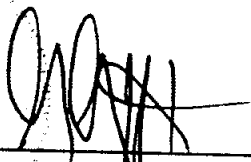
THENCE N 77°12'02" E at 206.74 feet the interior tract line of said Dupuis Family Trust land being the Point of Exit having UTM, North Zone 15 coordinate values of N 11,005,520.66 and E 2,008,065.12;

This centerline contains 12.53 rods, more or less.

NOTE: This legal description is the result of a survey made on the ground under my direct supervision. The subsequent mapping is the result of that survey made in conjunction with record title information as furnished by others and should not be construed to represent a boundary survey. The coordinates and bearings are referenced to UTM, North Zone 15, North American Datum of 1983 as derived from GPS observations and where applicable the deed calls are made for comparison to grid bearings.

Dwg. No. LA-SM-104.000 shown as Exhibit "A" was prepared in conjunction with this centerline description.

Babcock Eagleton, Inc.



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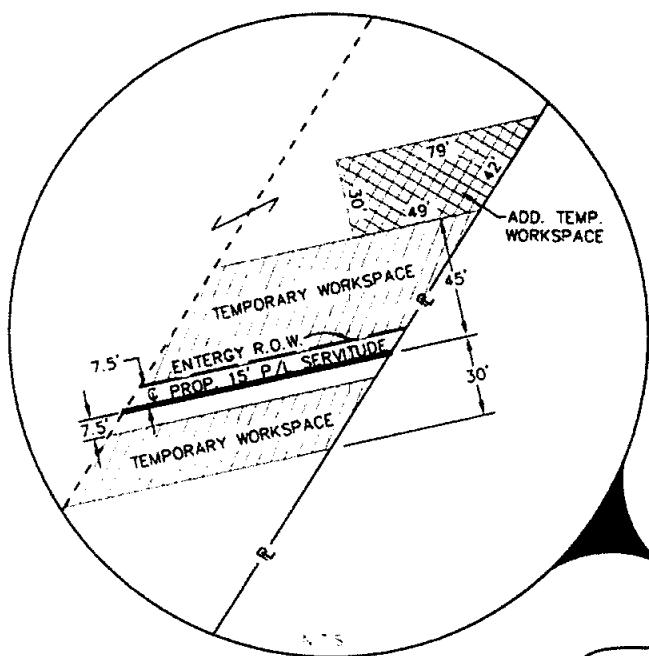
George E. Griffith  
LA PLS 4893  
October 15, 2010

Babcock Eagleton, Inc.  
2900 N Loop West, Suite 1000  
Houston, TX 77092  
713-871-8787

ST. MARTIN PARISH, LOUISIANA  
TOWNSHIP 8 SOUTH, RANGE 6 EAST, SECTION 63

THE DUPUIS FAMILY TRUST

TRACT NO. LA-SM-105.000  
W/2 OF PLOT 2C 5.965 ARPENTS  
BK. 1220, FOLIO 665 O.P.R.C.C.S.M.P.L.  
CENTERLINE IS 102.89 FEET OR 6.24 RODS LONG  
TOTAL PERMANENT SERVITUDE IS 1,543 SQ. FT. OR 0.04 ACRES  
TOTAL TEMPORARY WORKSPACE IS 6,174 SQ. FT. OR 0.14 ACRES  
TOTAL ADDITIONAL TEMPORARY WORKSPACE IS 1,922 SQ. FT. OR 0.04 ACRES



MITCHELL BERARD  
TRACT NO. LA-SM-106.000  
BK. 1072, FOLIO 624  
O.P.R.C.C.S.M.P.L.

PROPOSED 15' PIPELINE SERVITUDE

POINT OF ENTRY  
N 11005520.66  
E 2008065.12

POINT OF EXIT  
N 11005543.46  
E 2008165.45

THE DUPUIS FAMILY TRUST  
TRACT NO. LA-SM-104.000  
BK. 1220, FOLIO 664  
O.P.R.C.C.S.M.P.L.

- ~ PERMANENT SERVITUDE
- ~ TEMPORARY WORKSPACE
- ~ ADDITIONAL TEMPORARY WORKSPACE

NOTES

- All bearings, distances and coordinates are referenced to the "Universal Transverse Mercator System", North Zone 15, North American Datum of 1983. The scale factor used was 0.99975957.
- A centerline description of even date was prepared by the surveyor in conjunction with this plat.

I, George E. Griffith, do hereby certify that this plat correctly represents a survey made on the ground this date under my supervision and that this plat accurately depicts the evidence as found by this survey.

George E. Griffith  
Louisiana P.L.S. No. 4893  
October 15, 2010

| LINE TABLE |               |          |
|------------|---------------|----------|
| No.        | Bearing       | Distance |
| 1          | N 77°12'02" E | 102.89'  |

EXHIBIT "A" SHEET 1 OF 1

| REV | REVISION | DATE     | DRAWN BY         | DATE     | AIR PRODUCTS & CHEMICALS, INC.                                                                                                                                    |                              |               |           |
|-----|----------|----------|------------------|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|---------------|-----------|
|     |          |          | BWW              | 10/15/10 | <br>2900 N. Loop West, Suite 1000<br>Houston, Tx. 77092<br>Phone: 713-871-8787 |                              |               |           |
|     |          |          | CHECKED BY       | DATE     |                                                                                                                                                                   |                              |               |           |
|     |          |          | SGH              | 10/18/10 |                                                                                                                                                                   |                              |               |           |
|     |          |          | ENGR APPD        | DATE     |                                                                                                                                                                   |                              |               |           |
|     |          |          | PROJ. MGR. APPD. | DATE     | ALIGN. DWG.                                                                                                                                                       | ST. MARTIN PARISH, LOUISIANA | PROJ. NO.     | DWG. NO.  |
| 0   | ISSUED   | 10/27/10 |                  |          | SCALE<br>1"=400'                                                                                                                                                  | APC-009                      | LA-SM-105.000 | REV.<br>0 |

Exhibit "B"  
Air Products & Chemicals, Inc.  
LA-SM-105.000  
St. Martin Parish, Louisiana

Being the centerline of a proposed pipeline servitude situated in St. Martin Parish, Louisiana being out of Section 63, T 8 S, R 6 E located on a 5.965 arpent tract of land described as the W/2 of Plot 2C in a deed to The Dupuis Family Trust as recorded in Bk.1220, Folio 665 O.P.R.C.C.S.M.P.L. and the said proposed servitude centerline being described by metes and bounds as follows to-wit:

BEGINNING on an interior tract line of the aforesaid Dupuis Family Trust property being the Point of Entry and having UTM, North Zone 15 coordinate values of N 11,005,520.66 and E 2,008,065.12;

THENCE N 77°12'02" E at 102.89 feet the east boundary line of said 5.965 arpent tract of land being on the west boundary line of a tract of land described in a deed to Mitchell Berard as recorded in Bk.1072, Folio 624 O.P.R.C.C.S.M.P.L. being the Point of Exit having UTM, North Zone 15 coordinate values of N 11,005,543.46 and E 2,008,165.45;

This centerline contains 6.24 rods, more or less.

NOTE: This legal description is the result of a survey made on the ground under my direct supervision. The subsequent mapping is the result of that survey made in conjunction with record title information as furnished by others and should not be construed to represent a boundary survey. The coordinates and bearings are referenced to UTM, North Zone 15, North American Datum of 1983 as derived from GPS observations and where applicable the deed calls are made for comparison to grid bearings.

Dwg. No. LA-SM-105.000 shown as Exhibit "A" was prepared in conjunction with this centerline description.

Babcock Eagleton, Inc.

  
George E. Griffith  
LA PLS 4893  
October 15, 2010

Babcock Eagleton, Inc.  
2900 N Loop West, Suite 1000  
Houston, TX 77092  
713-871-8787

## St. Martin Parish Recording Page

Becky P Patin  
CLERK OF COURT  
P.O. BOX 308  
St. Martinville, LA 70582  
(337) 394-2210

**First VENDOR**

DUPUIS FAMILY TRUST

**First VENDEE**

KNOTT, FLOYD J

Index Type : CONVEYANCE

Inst Number : 520692

Type of Document : CASH SALE

Book : 1790

Page : 415

Recording Pages : 5

**Recorded Information**

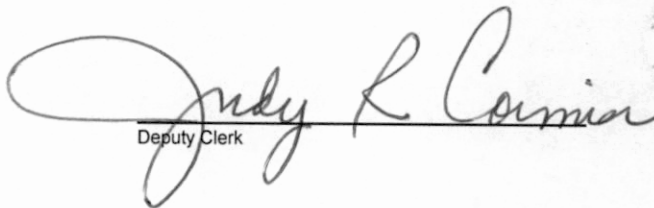
I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Martin Parish, Louisiana

On (Recorded Date) : 08/16/2018

At (Recorded Time) : 2:58:35PM



Doc ID - 007514270005

  
Deputy Clerk



**CASH SALE**

BE IT KNOWN, that before us, the undersigned authorities, Notaries Public in and for the below mentioned Parishes, Counties and States, duly commissioned and qualified as such personally came and appeared:

**THE DUPUIS FAMILY TRUST**, represented herein by its Trustee, Mary Ellen Dupuis Goodson, of the full age of majority and resident of East Baton Rouge Parish, Louisiana, whose mailing address is 7009 Lake Comite Drive, Baton Rouge, Louisiana 70818;

**MARY ELLEN DUPUIS GOODSON** (SSN \*\*\*-\*\*-1933), wife of Kenneth Goodson, of the full age of majority and a resident of East Baton Rouge Parish, Louisiana, whose mailing address is 7009 Lake Comite Drive, Baton Rouge, Louisiana 70818;

**JOHN RONALD DUPUIS** (SSN \*\*\*-\*\*-9357), a single man, of the full age of majority and a resident of East Baton Rouge Parish, Louisiana, whose mailing address is 2324 Honeysuckle Avenue, Baton Rouge, Louisiana 70808;

**KENNETH JAMES DUPUIS** (SSN\*\*\*-\*\*-1932), divorced, a single man having not remarried, of the full age of majority and a resident of Collier County, Florida, whose mailing address is 3049 Driftwood Way, Unit 3802, Naples, Florida 34109,

hereinafter referred to as SELLERS AND/OR INTERVENORS;

who do now by these presence sell, transfer and deliver with full warranty and guarantee of title and free and clear from all encumbrances unto:

**FLOYD J. KNOTT** (SSN \*\*\*-\*\*-7869) , husband of Rose Guidry, and the said **ROSE GUIDRY KNOTT** (SSN \*\*\*-\*\*-0877) , both of the full age of majority and residents of St. Martin Parish, Louisiana , whose mailing address is 1094 Bushville Hwy., Arnaudville, Louisiana 70512; hereinafter referred to as PURCHASERS;

present, accepting and purchasing for themselves, their successors and assigns, and acknowledging delivery and possession thereof, the following described properties, to-wit:

1. That certain tract or parcel of land, together with all rights, ways, privileges and servitudes thereto appertaining and all appurtenances thereof, situated in Section 63, Township 8 South, Range 6 East, Fifth Ward, East side of Bayou Teche, Parish of St. Martin, Louisiana, containing 16.08 arpents, measuring one hundred forty-six (146) feet on the public road, its Southwestern line, designated as Plot 3, containing such further dimensions and as fully depicted on plat of survey by Fred L. Colomb, Surveyor, dated July 10, 1964, amended July 10, 1979, recorded in Book 796, at Page 901, under Entry No. 189308 of the Conveyance Records of St. Martin Parish, Louisiana, and being bounded, now or formerly, on the Northeast by the property of Dermellie Calais, on the Southeast by that property designated as Plot 2 on the aforementioned plat of survey, on the Northwest by the property of Bertha Dupuis Huval, and on the Southwest by public road. LESS AND EXCEPT: portion thereof conveyed by virtue of Order of Expropriation dated June 15, 1967, recorded in Book 574, at Page 44, under Entry No. 139891 of the Conveyance Records of St. Martin Parish, Louisiana.
2. That certain lot or parcel of ground, together with all buildings and improvements located thereon or thereunto appertaining, situated at Section 63, Township 8 South, Range 6 East, Parish of St. Martin, Louisiana, having a front on the public road of Ninety (90) feet, by a depth between parallel lines of One Hundred Twenty-Five (125) feet, being the Northwestern portion of that tract designated as Plot 2 on Plat of Survey by Fred L. Colomb, Surveyor, dated July 10, 1964, recorded under Entry Number 138955 of the records of St.



Martin Parish, Louisiana, and being bounded on the Northwest by Plot 3 of said Plat of Survey, on the Southwest by the Public Road, and the Northeast and Southeast by the remainder of the property of Elina Dupuis Berard. And being the property acquired by Alice Berard by Act of Cash Sale recorded in Conveyance Book 568, Folio 548, under Entry Number 138955 of the records of St. Martin Parish, Louisiana.

3. The western one-half, determined by bisecting along a line to be drawn parallel to its eastern and western boundaries, of that certain tract or parcel of land together with all rights, ways, privileges and servitudes thereto appertaining and all appurtenances thereof, situated in Section 63, Township 8 South, Range 6 East, Fifth Ward, East side of Bayou Teche, Parish of St. Martin, Louisiana, containing 11.93 arpents and delineated as "Plot 2C, 11.93 Arp., 'KPRLK'" and having the dimensions, configuration and adjacent land owners as set forth on that certain plat of survey prepared by Fred L. Colomb, Registered Surveyor, dated July 10, 1964 and amended July 10, 1979 and thereafter recorded in Conveyance Book 796, Folio 901, under Entry Number 189308 of the records of St. Martin Parish, Louisiana, and being further identified as that portion of property situated North of Interstate 10 acquired by Alice Berard Bellows by judgment of possession dated August 6, 1979 and filed of record on that same date in Conveyance Book 798, Folio 141, under Entry Number 189609 of the records of St. Martin Parish, Louisiana.
4. The western one-half, determined by bisecting along a line to be drawn parallel to its eastern and western boundaries, of that certain tract or parcel of land together with all rights, ways, privileges and servitudes thereto appertaining and all appurtenances thereof, situated in Section 63, Township 8 South, Range 6 East, Fifth Ward, East side of Bayou Teche, Parish of St. Martin, Louisiana, and delineated as "Plot 2A, 2.62 Arp., 'DCEFD'" and having the dimensions, configurations and adjacent land owners as set forth on that certain plat of survey prepared by Fred L. Colomb, Registered Surveyor, dated July 10, 1964 and amended July 10, 1979 and thereafter recorded in Conveyance Book 796, Folio 901, under Entry Number 189308 of the records of St. Martin Parish, Louisiana, and being further identified as that portion of property situated South of Interstate 10 acquired by Alice Berard Bellows by judgment of possession dated August 6, 1979 and filed of record on that same date in Conveyance Book 798, Folio 141, under Entry Number 189609 of the records of St. Martin Parish, Louisiana, less and except any portion thereof previously acquired by Alice Berard by Act of Cash Sale recorded in Conveyance Book 568, Folio 548 under Entry Number 138955 of the records of St. Martin Parish, Louisiana.

This sale is made and accepted subject to any restrictive covenants, easements, rights of way, mineral reservations or other obligations of ownership recorded in the public records of St. Martin Parish, Louisiana and effecting the herein above described property.

Vendors reserve all of the oil, gas and other minerals underlying the above described property with the provision that neither vendor, or vendor's assigns nor any mineral lessees thereof shall conduct surface operations on the above described property in conjunction with said reserved rights.

And to these presence came and appeared Sellers and/or Intervenors, Mary Ellen Dupuis Goodson, John Ronald Dupuis and Kenneth James Dupuis, all individually, who declare that they are the sole and only children of their mother and father, Bertha Berard Dupuis and John Dupuis, both now deceased, and appearers, to the extent that they would be entitled to be vested personally to any of the above described properties, as principal beneficiaries of The Dupuis Family Trust, do by these presence transfer, convey and assign all of their rights, title and interest in and to the above described properties, if any they have individually, for the consideration stated herein, and other good and valuable considerations, for the purpose of insuring that the said purchasers, Floyd J. Knott and Rose Guidry Knott, are acquiring and are vested with full and complete ownership in and to the properties described and transferred by this instrument.

Taxes for the year 2017 have been paid and taxes for the year 2018 will be paid by Purchasers when they become due.

This sale is made and accepted for and in consideration of the sum of **SIXTY THOUSAND AND NO/100 (\$60,000.00) DOLLARS**, cash in hand paid, for which acquittance is herein granted.

THUS DONE AND SIGNED at Baton Rouge, EAST Baton Rouge Parish, Louisiana, on this 11 day of August, 2018, in the presence of the undersigned competent witnesses, who sign with Appearers and me, Notary, after due reading of the whole.

WITNESSES:

Sign Name Nancy P. Fornea  
Print Name Nancy P. Fornea

Sign Name Kenneth E. Goodson  
Print Name Kenneth E. Goodson

Mary Ellen Dupuis Goodson  
Mary Ellen Dupuis Goodson, Trustee of  
The Dupuis Family Trust  
Mary Ellen Dupuis Goodson  
MARY ELLEN DUPUIS GOODSON,  
Individually  
John Ronald Dupuis  
JOHN RONALD DUPUIS, Individually

CR Fornea

NOTARY PUBLIC  
Print Name Charles R. Fornea  
NOTARY ID # 85497

CHARLES R. FORNEA  
NOTARY PUBLIC #85497  
STATE OF LOUISIANA

THUS DONE AND SIGNED at LAFAYETTE, LAFAYETTE Parish, Louisiana, on this 14<sup>th</sup> day of August, 2018, in the presence of the undersigned competent witnesses, who sign with Appearers and me, Notary, after due reading of the whole.

WITNESSES:

Shasta C. Mouton  
SHASTA C. MOUTON  
Kathleen E. Lackey  
KATHLEEN E. LACKEY

Floyd J. Knott  
FLOYD J. KNOTT - Purchaser  
Rose Guidry Knott  
ROSE GUIDRY KNOTT - Purchaser

Thomas D. Brumbaugh  
NOTARY PUBLIC  
THOMAS D. BRUMBAUGH  
NOTARY ID #37835





THUS DONE AND SIGNED at Blue Ridge, Fannin County,  
Georgia, on this 13<sup>th</sup> day of August, 2018, in the presence of the undersigned  
competent witnesses, who sign with Appearers and me, Notary, after due reading of the whole.

WITNESSES:

Sign Name Renee Smith  
Print Name RENEE SMITH

Kenneth J. Dupuis  
KENNETH J. DUPUIS, Individually

Sign Name Barbara Davenport  
Print Name BARBARA DAVENPORT

Tanya Michele VanHouten  
NOTARY PUBLIC  
Print Name Tanya Michele VanHouten  
NOTARY ID # W00221607  
My Commission Expires 9/9/18  
STATE OF Georgia  
COUNTY OF Gilmer

Tanya Michele VanHouten  
NOTARY PUBLIC  
Gilmer County  
State of Georgia  
My Comm. Expires September 9, 2018



St. Martin Parish Recording Page

Becky P Patin  
CLERK OF COURT  
P.O. BOX 308  
St. Martinville, LA 70582  
(337) 394-2210

First VENDOR

KNOTT, ROSE GUIDRY

First VENDEE

KNOTT, FLOYD J

Index Type : CONVEYANCE

Inst Number : 571124

Type of Document : DONATION & USUFRUCT

Book : 1911

Page : 364

Recording Pages : 14

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Martin Parish, Louisiana.



On (Recorded Date) : 03/14/2024

At (Recorded Time) : 4:34:19PM



*Judy R Cormier*  
Deputy Clerk

Doc ID - 008501510014

ACT OF DONATION

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME, the undersigned authority, Notary Public duly commissioned and qualified in and for the aforesaid Parish and State, before the undersigned competent witnesses and on the date hereinafter mentioned, personally came and appeared:

ROSE GUIDRY (SSN \*\*\*-\*\*-0877), wife of Floyd J. Knott, of the full age of majority and a resident of St. Martin Parish, Louisiana, whose permanent mailing address is 1094 Bushville Highway Arnaudville, Louisiana 70512, and herein represented by Dorsey J. Knott as per that power of attorney, the original of which is attached hereto and made part hereof, hereinafter referred to as DONOR, and

FLOYD J. KNOTT (SSN \*\*\*-\*\*-7869), husband of Rose Guidry, of the full age of majority and a resident of St. Martin Parish, Louisiana, whose permanent mailing address is 1094 Bushville Highway, Arnaudville, Louisiana 70512, hereinafter referred to as DONEE ;

who, after being duly sworn, did depose and state:

That DONOR, ROSE GUIDRY KNOTT, in consideration of the love and affection which she bears for her husband, does by these presence give, grant, alienate, confirm and irrevocably donate to DONEE, FLOYD J. KNOTT, the entirety of her community right, title and interest in and to all of the immovable property shown on Exhibit A attached hereto and made part hereof. This donation is subject to a reservation by DONOR of usufruct for life of buildings and improvements of their home place located at 1094 Bushville Highway, Arnaudville, Louisiana and as well all rights of ingress and egress along Noth Lane connecting said home place to the Bushville Highway.

DONEE, FLOYD J. KNOTT appears herein to accept this donation with gratitude in accordance with the terms and condition thereof, and to acknowledge delivery and possession thereof.

THUS DONE AND SIGNED at Lafayette, Louisiana, in the presence of the undersigned competent witnesses, both of whom sign with appearers and me, Notary, on this 29<sup>th</sup> day of January, 2024, after due reading of the whole.

WITNESSES:

Makine D. Brumbaugh  
Makine D. Brumbaugh  
Laurin M. Knott  
Laurin M. Knott

ROSE GUIDRY KNOTT, Donor

BY: Dorsey J. Knott  
DORSEY J. KNOTT, Agent  
Floyd J. Knott  
FLOYD J. KNOTT, Donee

Thomas D. Brumbaugh  
NOTARY PUBLIC  
THOMAS D. BRUMBAUGH  
NOTARY ID NO. 37835

**EXHIBIT A**

1. That certain tract of land with all buildings and improvements thereon, situated in St. Martin Parish, Louisiana, on the East side of Bayou Teche, containing 21 arpents, more or less, and bounded, now or formerly, North by Desire Guidry or assigns, South by Paul Blanchard, East by Public Road and West by Bayou Teche; LESS AND EXCEPT: That certain parcel of land, together with all buildings and improvements situated thereon, and appertaining thereto, situated in the Northeast corner of a 21 arpent tract of land, located in Section 37, Township 8 South, Range 5 East, St. Martin Parish, Louisiana, having a frontage of 120 feet on State Highway 374 by a depth between parallel lines of 120 feet, with a rear line of 120 feet and being further described as bounded, now or formerly, as follows: North by Jules Darby Estate; East by State Highway 347; South and West by Margie Dolese Rivette; being the same property donated to Karen Marie Rivette and Jack Joseph Ray by virtue of Entry No. 180163 of the Conveyance records of St. Martin Parish, Louisiana. LESS AND EXCEPT: That certain parcel of ground, with all improvements, situated in Section 37, Township 8 South, Range 5 East, St. Martin Parish, Louisiana, said parcel having a frontage of 100 feet on Louisiana Highway 347 (401) by a depth between parallel lines of 208 feet, with a rear line of 100 feet, and being bounded, now or formerly, as follows: North and West by Margie Dolese Rivette, South by Dorsey Knott, and East by Louisiana Highway 347 (401); being a parcel of ground taken from the southeasterlymost corner of a larger tract of land owned by Margie Dolese Rivette containing 21 arpents, more or less, and acquired by Margie Dolese Rivette as the sole heir of Numa Dolese as per that amended Judgment of Possession recorded under Entry No. 180752 of the Conveyance records of St. Martin Parish, Louisiana, and conveyed to Floyd J. Knott, et ux, by virtue of Entry No. 209827 of the Conveyance records of St. Martin Parish, Louisiana. Being the same property acquired by Floyd J. Knott and Rose Guidry Knott from Margie Dolese Rivette by virtue of Entry No. 210304 of the Conveyance records of St. Martin Parish, Louisiana.

LESS AND EXCEPT: That certain lot or parcel of ground, together with all buildings and improvements situated thereon and all rights, ways, privileges, and servitudes thereunto appertaining and all appurtenances thereof, situated in Section 37, Township 8 South, Range 5 East, Parish of St. Martin, Louisiana, containing 2.652 acres, more or less, measuring 231.45 feet on State Highway 347 (also known as Bushville Highway), designated as PARCEL 1, containing such further dimensions, and as fully shown on plat of survey by Robert L. Wolfe, Jr., Surveyor, dated December 9, 2010, and attached to Entry No. 442724 of the Conveyance Records of St. Martin Parish, Louisiana. Being the same property donated to Bayou Teche Holdings, LLC by virtue of Entry No. 442724, records of St. Martin Parish, Louisiana.

LESS AND EXCEPT: That certain lot or parcel of ground, together with all buildings and improvements situated thereon and all rights, ways, privileges, and servitudes thereunto appertaining and all appurtenances thereof, situated in Section 37, Township 8 South, Range 5 East, Parish of St. Martin, containing 1.433 acres, more or less, measuring 125.11 feet on State Highway 347 (also known as Bushville Highway), designated as TRACT A, containing such further dimensions, and as fully shown on plat of survey by Robert L. Wolfe, Jr., Surveyor, dated December 9, 2010, and attached to Entry No. 442724 of the Conveyance Records of St. Martin Parish, Louisiana. Being the same property donated to Bayou Teche Holdings, LLC by virtue of Entry No. 442724, records of St. Martin Parish, Louisiana.

LESS AND EXCEPT: That certain lot or parcel of ground, together with all buildings and improvements situated thereon and all rights, ways, privileges, and servitudes thereunto appertaining and all appurtenances thereof, situated in Section 37, Township 8 South, Range 5 East, St. Martin Parish, Louisiana, containing and measuring 0.344 acres, more or less, said parcel having a frontage of 120.00 feet on Noth Lane (a private land), with such other dimensions and boundaries as are shown on that plat of survey prepared by Morgan Goudeau & Associates, dated January 31, 2007, the original of which is attached to that Cash Sale sold to Andrew David Spencer-Lee and Erica Ann Bammel Spencer-Lee recorded in Book 1463, Page 417, under Entry No. 397126, records of St. Martin Parish, Louisiana. Being the same property sold to Andrew David Spencer-Lee and Erica Ann Bammel Spencer-Lee by virtue of Entry No. 397126, records of St. Martin Parish, Louisiana.

LESS AND EXCEPT: That certain parcel of ground, together with all buildings and improvements, and all rights, ways, privileges and servitudes thereto appertaining and all appurtenances thereof, situated in Section 37, Township 8 South, Range 5 East, St. Martin Parish, Louisiana, being known and designated as PARCEL A, containing and

measuring 0.527 acres, more or less, said parcel having a frontage of 149.51 feet on Noth Lane (a private lane), with such other dimensions and boundaries as are shown on that current plat of survey prepared by Morgan Goudeau & Associates, dated November 30, 2020, the original of which is attached to that Cash Sale sold to Andrew David Spencer-Lee and Erica Ann Bammel Spencer-Lee recorded in Book 1837, Page 716, under Entry No. 541495, records of St. Martin Parish, Louisiana. Being the same property sold to Andrew David Spencer-Lee and Erica Ann Bammel Spencer-Lee by virtue of Entry No. 541495, records of St. Martin Parish, Louisiana.

MUNICIPAL ADDRESS: 1094 Bushville Highway, Arnaudville, Louisiana 70512

2. A certain tract of land, together with all buildings and improvements thereon, situated in Section 63, Township 7 South, Range 5 East, and Section 37, Township 8 South, Range 5 East, containing 10.27 acres, more or less, and being bounded, now or formerly, as follows: North by property of Dolese; South by property of Blanchard; East by a Public road; and West by Bayou Teche. LESS AND EXCEPT: That lot sold by Edna A. Hinckley, et al to Bernard Letivillier on July 3, 1950, recorded under Entry No. 84875 in Conveyance Book 211, at Page 307, of the records of St. Martin Parish, Louisiana; being the same property acquired by Dufilho Land Development by virtue of Entry No. 206417 of the Conveyance records of St. Martin Parish, Louisiana; being the same property acquired by Floyd J. Knott and Rose Guidry Knott from Dufilho Land Development by virtue of Entry No. ~~284394~~ of the Conveyance records of St. Martin Parish, Louisiana. LESS AND EXCEPT: That certain lot or parcel of ground, together with all buildings and improvements situated thereon and all rights, ways, privileges, and servitudes thereunto appertaining and all appurtenances thereof, situated in Section 37, Township 8 South, Range 5 East, Parish of St. Martin, Louisiana, containing 5.321 acres, more or less, measuring 270.93 feet on Louisiana Highway 347 (also known as Bushville Highway), designated as TRACT C, containing such further dimensions, and as fully shown on plat of survey by Robert L. Wolfe, Jr., Surveyor, dated September 13, 2010, a copy of said plat is attached to that Act of Donation recorded in Conveyance Book 1742, Page 337, under Entry No. 501384, records of St. Martin Parish, Louisiana. Being the same property donated to Karlos Knott by virtue of Entry No. 501384, records of St. Martin Parish, Louisiana. Municipal Address: 1106 Bushville Highway, Arnaudville, Louisiana 70512

MUNICIPAL ADDRESS: 1108 Bushville Highway, Arnaudville, Louisiana 70512

3. That certain lot of ground, together with all buildings and improvements situated thereon, and all rights, ways, privileges, and servitudes thereto appertaining and all appurtenances thereof, situated in Section 48, Township 7 South, Range 6 East, St. Martin Parish, Louisiana, being known and designated as LOT 3 of DAVID MARKS PHASE 2 SUBDIVISION, containing 0.547 acres, more or less, said tracts are shown, depicted and delineated on the plat of survey prepared by Morgan Goudeau & Associates dated January 9, 2012, revised May 22, 2012 and recorded May 25, 2012 in Conveyance Book 1620, Page 57, under Entry No. 455908 of the Conveyance Records of St. Martin Parish, Louisiana.

MUNICIPAL ADDRESS: (unimproved property) North Portage Road, Arnaudville, Louisiana 70512

4. That certain tract or parcel of land, together with all buildings and improvements situated thereon, and all rights, ways, privileges, and servitudes thereto appertaining and all appurtenances thereof, situated in Section 48, Township 7 South, Range 6 East, St. Martin Parish, Louisiana, containing and measuring 4.242 acres, more or less, having such dimensions and boundaries as shown on that plat of survey prepared by C & R Land Surveying, LLC, dated August 11, 2023, a copy of which is attached to Entry No. 567048, Book 1900, Page 795, of the records of St. Martin Parish, Louisiana, whereon said plat of survey the herein described property is shown and designated as TRACT 11-B-A-9-8.

MUNICIPAL ADDRESS: (unimproved property) Charles Marks Road, Arnaudville, Louisiana 70512

5. That certain parcel or tract of ground, together with all buildings and improvements situated thereon, and all rights, ways, privileges, and servitudes thereto appertaining and all appurtenances thereof, situated in Section 48, Township 7 South, Range 6 East, St. Martin Parish, Louisiana, being known and designated as TRACT B-1-C, containing 3.20 acres, more or less, said tract is shown, depicted and delineated on the plat of survey prepared by C & R Land Surveying, LLC, Kappy Cullum, PLS 5013, dated September 10, 2019, revised September 30, 2019, the original of which is attached to credit sale recorded under Entry No. 531012, Bk 1815,

Pg 232, records of St. Martin Parish, Louisiana. Being the same property acquired by Floyd J. Knott and Rose Guidry Knott from Sherman J. Calais and Mary Collins Calais by virtue of Dation En Paiement recorded under Entry No. 557226, records of St. Martin Parish, Louisiana.

MUNICIPAL ADDRESS: (unimproved property) N. Portage Highway, Arnaudville, Louisiana 70512

6. That certain parcel or tract of ground, together with all buildings and improvements situated thereon, and all rights, ways, privileges, and servitudes thereto appertaining and all appurtenances thereof, situated in Section 48, Township 7 South, Range 6 East, St. Martin Parish, Louisiana, being known and designated as TRACT B-1-E, containing 19.696 acres, more or less, said tract is shown, depicted and delineated on the plat of survey prepared by C & R Land Surveying, LLC, Kappy Cullum, PLS 5013, dated June 8, 2021, the original of which is recorded of even date herewith, records of St. Martin Parish, Louisiana.

MUNICIPAL ADDRESS: (unimproved property) N. Portage Highway, Arnaudville, Louisiana 70512

7. That certain parcel of ground, together with all buildings and improvements, situated in Section 48, Township 7 South, Range 6 East, St. Martin Parish, Louisiana, being known and designated as LOT 6, with such other dimensions and boundaries as are shown on that certain plat of survey prepared by Alfred Fuselier, Registered Land Surveyor, dated November 11, 1993, a copy of which is attached to Entry No. 275799 of the Conveyance Records of St. Martin Parish, Louisiana. Being the same property acquired by Floyd J. Knott and Rose Guidry Knott from Jamie Tomblin Hebert by virtue of Entry No. 545511, records of St. Martin Parish, Louisiana. MUNICIPAL ADDRESS: 1025 Bernard Lane, Arnaudville, Louisiana 70512

8. That certain tract or parcel of land, together with all buildings and improvements thereon, situated in Section 48, Township 7 South, Range 6 East, St. Martin Parish, Louisiana, having dimensions of 50' x 455', more or less, and being the remainder of that 12.74 acres identified as LOT D on a plat of survey by Irvin L. Deranger, dated January 15, 1985, a copy of which plat is attached to and recorded under Entry No. 230408 of the conveyance records of St. Martin Parish, Louisiana. Being a portion of the same property acquired by Franzeska Marks, Marcolby David Marks and Storm Todd Thomas Marks by Donation Inter Vivos from David Marks, recorded March 17, 1994, under Act No. 271024, records of St. Martin Parish, Louisiana. Being a portion of the same property acquired by Floyd J. Knott and Rose Guidry Knott from Franzeska Marks and Marcolby David Marks by virtue of Cash Sale recorded under Entry No. 446990, records of St. Martin Parish, Louisiana.

MUNICIPAL ADDRESS: (unimproved property) ~~N. Portage Highway~~ **LEBLANC LANE**, Arnaudville, Louisiana 70512

9. That certain lot or parcel of ground, together with all easements, rights, appurtenances, buildings and improvements thereon or thereunto belonging, situated in Section 48, Township 7 South, Range 6 East, Parish of St. Martin, Louisiana, containing 0.492 acres, more or less, being known and designated as PLOT 4A, as shown on a plat of survey prepared by Clarence Thibodeaux, RLS, dated November 7, 2003, a copy of which is attached to Act No. 387079, COB 1439, Page 312, records of St. Martin Parish, Louisiana; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property; being the same property acquired by Floyd J. Knott and Rose Guidry Knott from Fannie Mae a/k/a Federal National Mortgage Association by virtue of Special Warranty Deed recorded under Entry No. 452723, records of St. Martin Parish, Louisiana.

MUNICIPAL ADDRESS: 1029 Regis Lagrange Road, Arnaudville, Louisiana 70512

- 10.a. That certain tract or parcel of ground, together with all buildings and improvements thereon, and all the rights, ways, privileges, servitudes, and appurtenances thereunto appertaining, situated in Section 63, Township 8 South, Range 6 East, St. Martin Parish, Louisiana, containing 44.30 acres, more or less, and being designated as TRACT 4 on that plat of survey prepared by Clarence Thibodeaux & Associates, Inc., dated August 15, 1983, a copy of which is recorded under Entry No. 218581 of the Conveyance Records of St. Martin Parish, Louisiana.
- b. All rights, title and interests in and to that certain 60' Missouri Pacific Railroad Right of Way running along the westerly property line as shown on that plat of survey prepared by Clarence Thibodeaux & Associates, Inc., dated August 15, 1983, a copy of which is recorded under Entry No. 218581 of the Conveyance Records of St. Martin Parish, Louisiana.

Being the same property acquired from Katherine Maria Elena Cordova by virtue of Entry No. 425403, records of St. Martin Parish, Louisiana.

11. That certain tract of land, together with all buildings and improvements situated thereon, and all rights, ways, privileges, and servitudes thereto appertaining and all appurtenances thereof, situated in the Fifth Ward of St. Martin Parish, Louisiana, in Section 63, Township 8 South, Range 6 East, containing 18 arpents, more or less (sometimes referred to as containing 16 acres, more or less), and bounded, now or formerly, on the North by J. E. Broussard, South by Melvin Dupuis Road, East by Bertha Dupuis Huval, and West by Madeline Melancon. Being the identical property acquired by Paulin Usie from Hayes, per Deed dated recorded August 17, 1926, in Book 93, Folio 281, under Entry No. 47577 of the Conveyance Records of St. Martin Parish, Louisiana. For title, see COB 480, Folio 397, No. 125770; LESS AND EXCEPT those parcels sold out to the State of Louisiana and the Department of Highways of the State of Louisiana for Interstate 10 recorded under Entry Number 138719 in the Conveyance Records of St. Martin Parish, Louisiana. Being the same property acquired by Floyd J. Knott and Rose Guidry Knott from Dwayne Jude Usie by virtue of Entry No. 477768, records of St. Martin Parish, Louisiana.
12. That certain tract of land, together with all buildings and improvements thereon and thereunto belonging, with all rights, ways, privileges, servitudes and appurtenances thereunto belonging, situated in Section 63, Township 8 South, Range 6 East, Fifth Ward, East Side of Bayou Teche, St. Martin Parish, Louisiana, containing 20.27 arpents, more or less, designated as TRACT 3-B, encircled by the letters "J", "K", "L", "M", "N", "O", "U", and "S" containing such dimensions as fully depicted on that plat of survey by Fred L. Colomb, Surveyor, dated July 14, 1972, recorded in Book 99, at Page 648, under Entry No. 214817 of the Conveyance records of St. Martin Parish, Louisiana, and being bounded on the Northeast by the property of Dermellie Calais; on the Northwest by the property designated as Tract 4-B on the aforementioned plat of survey; and on the Southwest by the public road located along the Northeast line of Interstate Highway 10. Being the same property acquired by Floyd J. Knott and Rose Guidry from John Douglas Courville by virtue of Cash Sale recorded under Entry No. 519424, and by virtue of Cash Sale from James Ray Courville, Jr. recorded under Entry No. 495834, both of the records of St. Martin Parish, Louisiana.
13. That certain tract or parcel of ground, together with all buildings and improvements thereon and thereunto belonging, with all rights, ways, privileges, servitudes and appurtenances thereof, located in Section 63, Township 8 South, Range 6 East, St. Martin Parish, Louisiana, containing 11.52 arpents (9.76 acres), designated as PLOT 1-C, containing such further dimensions and as fully depicted on plat of survey of Fred L. Colomb, Surveyor, dated July 10, 1964, amended July 10, 1979, recorded in Book 796, at page 901, under Entry No. 189308 of the Conveyance Records of St. Martin Parish, Louisiana, and being bounded now or formerly, on the Northeast by the property of Dermellie Calais, on the Southeast, in part by the property of the heirs of Ledel Dupuis, and in part by the property of Alton Huval, on the Northwest by that property designated as PLOT 2-C on the aforementioned plat of survey, and on the Southwest by that property designated as PLOT 1-B on the aforementioned plat of survey or Interstate Highway 10. Being the same property acquired by Floyd J. Knott and Rose Guidry Knott from Earl J. LeBlanc by virtue of Cash Sale recorded under Entry No. 519460, records of St. Martin Parish, Louisiana.
14. The eastern one-half, determined by bisecting along a line to be drawn parallel to its eastern and western boundaries, of that certain tract or parcel of land together with all rights, ways, privileges and servitudes thereto appertaining and all appurtenances thereof, situated in Section 63, Township 8 South, Range 6 East, Fifth Ward, East side of Bayou Teche, Parish of St. Martin, Louisiana, containing 11.93 arpents and delineated as "Plot 2C, 11.93 Arp., 'KPRLK'" and having the dimensions, configuration and adjacent land owners as set forth on that certain plat of survey prepared by Fred L. Colomb, Registered Surveyor, dated July 10, 1964 and amended July 10, 1979 and thereafter recorded in Conveyance Book 796, Folio 901, under Entry Number 189308 of the records of St. Martin Parish, Louisiana, and being further identified as that portion of property situated North of Interstate 10 acquired by Alice Berard Bellows by judgment of possession dated August 6, 1979 and filed of record on that same date in Conveyance Book 798, Folio 141, under Entry Number 189609 of the records of St. Martin Parish, Louisiana. Being the same property acquired by Floyd J. Knott and Rose Guidry Knott from Mitchell Berard by virtue of Cash Sale recorded under Entry No. 520691, records of St. Martin Parish, Louisiana.
15. The western one-half, determined by bisecting along a line to be drawn parallel to its eastern and western boundaries, of that certain tract or parcel of land together with all rights, ways, privileges and servitudes thereto appertaining and all appurtenances thereof, situated in Section 63, Township 8 South, Range 6 East, Fifth Ward, East side of Bayou Teche, Parish of St. Martin,

Louisiana, containing 11.93 arpents and delineated as “Plot 2C, 11.93 Arp., ‘KPRLK’” and having the dimensions, configuration and adjacent land owners as set forth on that certain plat of survey prepared by Fred L. Colomb, Registered Surveyor, dated July 10, 1964 and amended July 10, 1979 and thereafter recorded in Conveyance Book 796, Folio 901, under Entry Number 189308 of the records of St. Martin Parish, Louisiana, and being further identified as that portion of property situated North of Interstate 10 acquired by Alice Berard Bellows by judgment of possession dated August 6, 1979 and filed of record on that same date in Conveyance Book 798, Folio 141, under Entry Number 189609 of the records of St. Martin Parish, Louisiana. Being the same property acquired by Floyd J. Knott and Rose Guidry Knott from The Dupuis Family Trust, et al by virtue of Cash Sale recorded under Entry No. 520692, records of St. Martin Parish, Louisiana.

16. That certain tract or parcel of land, together with all rights, ways, privileges and servitudes thereto appertaining and all appurtenances thereof, situated in Section 63, Township 8 South, Range 6 East, Fifth Ward, East side of Bayou Teche, Parish of St. Martin, Louisiana, containing 16.08 arpents, measuring one hundred forty-six (146) feet on the public road, its Southwestern line, designated as Plot 3, containing such further dimensions and as fully depicted on plat of survey by Fred L. Colomb, Surveyor, dated July 10, 1964, amended July 10, 1979, recorded in Book 796, at Page 901, under Entry No. 189308 of the Conveyance Records of St. Martin Parish, Louisiana, and being bounded, now or formerly, on the Northeast by the property of Dermellie Calais, on the Southeast by that property designated as Plot 2 on the aforementioned plat of survey, on the Northwest by the property of Bertha Dupuis Huval, and on the Southwest by public road. LESS AND EXCEPT: portion thereof conveyed by virtue of Order of Expropriation dated June 15, 1967, recorded in Book 574, at Page 44, under Entry No. 139891 of the Conveyance Records of St. Martin Parish, Louisiana. Being the same property acquired by Floyd J. Knott and Rose Guidry Knott from The Dupuis Family Trust, et al by virtue of Cash Sale recorded under Entry No. 520692, records of St. Martin Parish, Louisiana.
17. 

1. An undivided thirty-six (36%) percent interest in a certain tract or parcel of ground, together with all buildings and improvements situated thereon, situated in Section 10, 11, and 12, Township 15 South, Range 11 West, Cameron Parish, Louisiana, being identified as Lots 3 and 4 of Block 5 of Unit 3 of Holly Beach Subdivision, Cameron Parish, Louisiana.

2. An undivided fifty (50%) percent interest in a certain tract or parcel of ground, together with all buildings and improvements situated thereon, situated in Section 10, 11, and 12, Township 15 South, Range 11 West, Cameron Parish, Louisiana, being identified as Lots 59 and 60 of Block 5 of Unit 3 of Holly Beach Subdivision, Cameron Parish, Louisiana.



convenient or proper in order to exercise any of the powers described in this document and to incur reasonable costs in the exercise of any such powers and, in conjunction therewith, to render bills for all costs incurred in the exercise of the powers granted in this document to any trustee of any trust for the benefit of Principal; (F) To the maximum extent permitted by law, Principal hereby releases and forever discharges Agent from all liability and from all claims or demands of all kinds arising out of the acts of or omissions of Agent relating to this power of attorney, except for willful misconduct or gross negligence by Agent; and (G) If any part of any provision of this document shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this document.

**THUS DONE AND PASSED** at Breaux Bridge, St. Martin Parish, Louisiana, on the date first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names as such, with the Principal and the undersigned Notary Public.

WITNESSES:

*Maxine D. Brumbaugh*  
Maxine D. Brumbaugh  
*Randy Deuillier*  
Randy Deuillier

*Rose Guidry Knott*  
ROSE GUIDRY KNOTT, Principal

*Thomas D. Brumbaugh*  
NOTARY PUBLIC  
THOMAS D. BRUMBAUGH  
NOTARY ID NO. 37833



## LED Partial Title Abstract

### St. Martin Parish

Henderson I-10 Site

Parcel Number 0520001228

Assessment Number 1397644

**11.52 arpents +/- Shown Plot 1C in Sec.63 T8S, R6E**

**Dates Researched: 1960 to March 2, 2026**

**Current Ownership:**

**Floyd J. Knott - 100%**

**1094 Bushville Hwy.**

**Arnaudville, LA 70512**

| <b>Instrument 1</b>                    | <b>Servitude</b>                                      |
|----------------------------------------|-------------------------------------------------------|
| <b>Entity Acquiring Property</b>       | <b>United Gas Pipe Line company</b>                   |
| <b>Owner of Property when Acquired</b> | <b>Elina Dupuis Berard</b>                            |
| File Number                            | 116873                                                |
| Acreage/Lot #                          | See document                                          |
| Location                               | Sec. 63 T8S R6E                                       |
| Date Acquired/Recorded                 | 12/16/1960                                            |
| Notes:                                 | Same property?                                        |
|                                        |                                                       |
| <b>Instrument 2</b>                    | <b>Sale</b>                                           |
| <b>Entity Acquiring Property</b>       | <b>Alice Berard</b>                                   |
| <b>Owner of Property when Acquired</b> | <b>Elina Dupuis Berard</b>                            |
| File Number                            | 138955                                                |
| Acreage/Lot #                          | Plot 1                                                |
| Location                               | Sec. 63 T8S R6E                                       |
| Date Acquired/Recorded                 | 3/28/1967                                             |
| Notes:                                 | Partition of Tracts 1 of 2 Tracts – See attached plat |
|                                        |                                                       |
| <b>Instrument 3</b>                    | <b>Order of Expropriation</b>                         |
| <b>Entity Acquiring Property</b>       | <b>State of Louisiana – Department of Highways</b>    |
| <b>Owner of Property when Acquired</b> | <b>Elina Dupuis Berard</b>                            |
| File Number                            | 139891                                                |
| Acreage/Lot #                          | Parcels 25-11 and 27-2                                |
| Location                               | Sec. 63 T8S R6E                                       |
| Date Acquired/Recorded                 | 6/16/1967                                             |
| Notes:                                 |                                                       |
|                                        |                                                       |
| <b>Instrument 4</b>                    | <b>Plat</b>                                           |
| <b>Entity Acquiring Property</b>       | <b>Elina Dupuis Berard</b>                            |
| <b>Owner of Property when Acquired</b> | <b>Elina Dupuis Berard</b>                            |
| File Number                            | 189308                                                |
| Acreage/Lot #                          | Plot 1C                                               |

|                                        |                                         |
|----------------------------------------|-----------------------------------------|
| Location                               | Sec. 63 T8S R6E                         |
| Date Acquired/Recorded                 | 7/16/1979                               |
| Notes:                                 | Partition of Tracts 1 of 2 Tracts       |
|                                        |                                         |
| <b>Instrument 5</b>                    | <b>Judgment of Possession</b>           |
| <b>Entity Acquiring Property</b>       | <b>Earl LeBlanc and Nelma LeBlanc</b>   |
| <b>Owner of Property when Acquired</b> | <b>Elina Dupuis Berard</b>              |
| File Number                            | 189609                                  |
| Acreage/Lot #                          | Plot 1                                  |
| Location                               | Sec. 63 T8S R6E                         |
| Date Acquired/Recorded                 | 8/6/1979                                |
| Notes:                                 |                                         |
|                                        |                                         |
| <b>Instrument 6</b>                    | <b>Act of Partition</b>                 |
| <b>Entity Acquiring Property</b>       | <b>Earl LeBlanc</b>                     |
| <b>Owner of Property when Acquired</b> | <b>Earl LeBlanc and Nelma LeBlanc</b>   |
| File Number                            | 197131                                  |
| Acreage/Lot #                          | Plot 1C                                 |
| Location                               | Sec. 63 T8S R6E                         |
| Date Acquired/Recorded                 | 02/17/1981                              |
| Notes:                                 |                                         |
|                                        |                                         |
| <b>Instrument 7</b>                    | <b>Right of Passage</b>                 |
| <b>Entity Acquiring Property</b>       | <b>Alice Berard, et al</b>              |
| <b>Owner of Property when Acquired</b> | <b>Alice Berard, et al</b>              |
| File Number                            | 197304                                  |
| Acreage/Lot #                          | Plot 1C, 2C, 3C, 2B                     |
| Location                               | Sec. 63 T8S R6E                         |
| Date Acquired/Recorded                 | 02/23/1981                              |
| Notes:                                 |                                         |
|                                        |                                         |
| <b>Instrument 8</b>                    | <b>Servitude Agreement</b>              |
| <b>Entity Acquiring Property</b>       | <b>Gulf State Utilities Company</b>     |
| <b>Owner of Property when Acquired</b> | <b>Earl LeBlanc</b>                     |
| File Number                            | 226330                                  |
| Acreage/Lot #                          | Plot 1C                                 |
| Location                               | Sec. 63 T8S R6E                         |
| Date Acquired/Recorded                 | 2/11/1985                               |
| Notes:                                 | Plat Attached                           |
|                                        |                                         |
|                                        |                                         |
| <b>Instrument 9</b>                    | <b>Right of Way Servitude Agreement</b> |
| <b>Entity Acquiring Property</b>       | <b>Air Products and Chemicals, Inc.</b> |
| <b>Owner of Property when Acquired</b> | <b>Earl LeBlanc</b>                     |
| File Number                            | 441121                                  |
| Acreage/Lot #                          | Plot 1C                                 |
| Location                               | Sec. 63 T8S R6E                         |

|                                        |                                          |
|----------------------------------------|------------------------------------------|
| Date Acquired/Recorded                 | 12/10/2010                               |
| Notes:                                 | Map Attached                             |
|                                        |                                          |
| <b>Instrument 10</b>                   | <b>Sale</b>                              |
| <b>Entity Acquiring Property</b>       | <b>Floyd Knott and Rose Guidry Knott</b> |
| <b>Owner of Property when Acquired</b> | <b>Earl LeBlanc</b>                      |
| File Number                            | 519460                                   |
| Acreage/Lot #                          | Plot 1C                                  |
| Location                               | Sec. 63 T8S R6E                          |
| Date Acquired/Recorded                 | 6/28/2018                                |
| Notes:                                 |                                          |
|                                        |                                          |
| <b>Instrument 11</b>                   | <b>Donation</b>                          |
| <b>Entity Acquiring Property</b>       | <b>Floyd Knott</b>                       |
| <b>Owner of Property when Acquired</b> | <b>Rose Guidry Knott</b>                 |
| File Number                            | 571124                                   |
| Acreage/Lot #                          | Plot 1-C                                 |
| Location                               | Sec. 63 T8S R6E                          |
| Date Acquired/Recorded                 | 3/14/2024                                |
| Notes:                                 | Item 13. Shown in document               |
|                                        |                                          |

#### Mortgages/Liens

|                             |         |
|-----------------------------|---------|
| <b>Mortgage Certificate</b> | Unknown |
|-----------------------------|---------|

#### Maps/Plats Provided

|                           |             |
|---------------------------|-------------|
| <b>Map showing Plot 1</b> | File 189308 |
| <b>Drainage Servitude</b> | File 441121 |
| <b>Servitude</b>          | File 226330 |

#### Ownership Names Researched

| <b>Name</b>         | <b>Dates Researched</b> |
|---------------------|-------------------------|
| Elina Dupuis Berard | 1960 to August 1979     |
| Earl Leblanc        | 1979 to June 2018       |
| Nelma LeBlanc       | 1979 to February 1981   |
| Floyd J. Knott      | 2018 to Present         |
| Rose Guidry Knott   | 2018 to Present         |

### Tax Information

|                    |                                  |
|--------------------|----------------------------------|
| Parish             | St. Martin Parish                |
| Tax Year           | 2025                             |
| Assessed Ownership | Floyd J. Knott                   |
| Assessment Number  | 1397644<br>Parcel No. 0520001228 |
| Municipal Address  | N/A                              |

# St. Martin Parish

## Assessor / Assesseeur

Todd Dugas, CCA

### Parcel Report

#### ASSESSMENT LISTING

as of 4:30PM

Monday, February 9, 2026

[Return to Main Search Page](#)

[View Parcel on Map](#)

**Parcel # :** 0520001228

**Owner # :** 1397644

**Owner's Name & Address**

**Property Address :**

**SubDivision :**

KNOTT, FLOYD J.

0

1094 BUSHVILLE HWY.

ARNAUDVILLE, LA 70512

**Percent Ownership :** 100%

**S/T/R :**

S068-T08S-R06E

**Property Description:**

**Ward:**

**Tax Dist:**

**Lot Size (Acres):**

11.52 ARPTS.:  
CALAIS, DUPUIS,  
I-10, PLAT 2-C  
COB: 831-812-  
197131 1787-490-  
519460 1911-364-  
571124

5E

5M

9.76

**Class Description**

**Quantity**

**Value**

**Total Homestead Credit**

AG LAND III

10

280

0

**Total Assd Value of Parcel:**

280

**Percent Ownership (100%) of  
Assd Value:**

280

**This Owner's Homestead  
Credit:**

0

**Owner's Taxable Value:**

280

**Tax Type**

**Total Millage**

**Tax Before Credit**

**Homestead Credit**

**Tax Due**

Parish

93.24

\$26.12

\$0.00

\$26.12

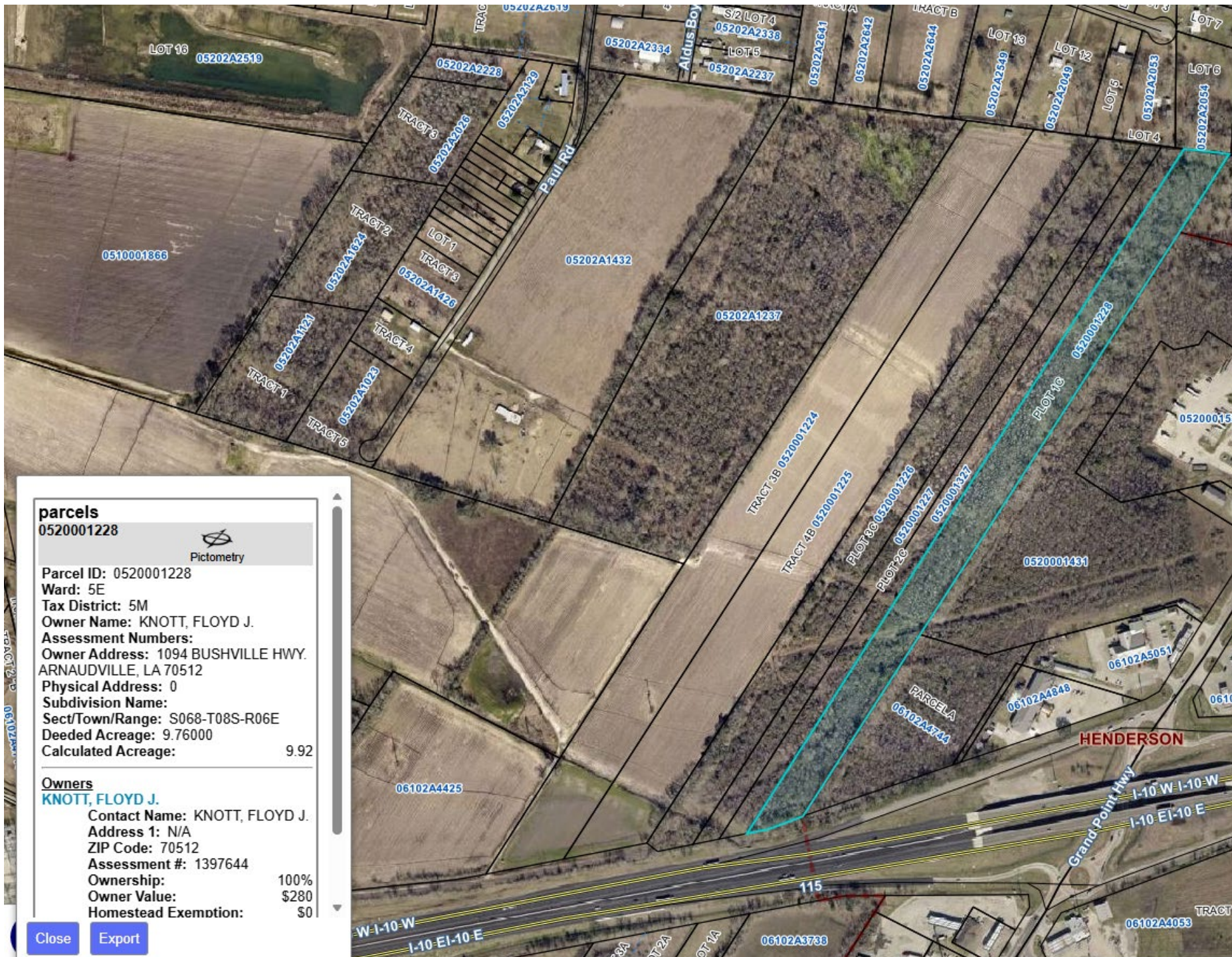
Owner Info:

| Assessment Number | Parcel Number | Taxpayer Name   | Contact Name/Address1 | Taxpayer Address2 | Taxpayer Address3 | Taxpayer City/State   | Parcel Subdivision Name | Parcel Sec/Tnshp/Rng | Parcel Address |
|-------------------|---------------|-----------------|-----------------------|-------------------|-------------------|-----------------------|-------------------------|----------------------|----------------|
| 1397644           | 0520001228    | KNOTT, FLOYD J. | 1094 BUSHVILLE HWY.   | N/A               | N/A               | ARNAUDVILLE, LA 70512 |                         | S068-T08S-R06E       | 0              |

[Back to Master table](#)

| Tax District         | Millage | Parish/City | Millage | Total Tax Before Homestead | Homestead Credit | Taxpayer Tax |
|----------------------|---------|-------------|---------|----------------------------|------------------|--------------|
| GEN. PARISH TAX      | 2.09    | P           |         | \$0.59                     | \$0.00           | \$0.59       |
| PARISH WIDE BOND FD  | 4.4     | P           |         | \$1.23                     | \$0.00           | \$1.23       |
| ROAD MAINT. TAX      | 3.41    | P           |         | \$0.95                     | \$0.00           | \$0.95       |
| HEALTH UNIT TAX      | 2.46    | P           |         | \$0.69                     | \$0.00           | \$0.69       |
| FIRE DEPT. MAINT.    | 5.34    | P           |         | \$1.50                     | \$0.00           | \$1.50       |
| LIBRARY TAX          | 3.67    | P           |         | \$1.03                     | \$0.00           | \$1.03       |
| LIBRARY TAX          | 3.6     | P           |         | \$1.01                     | \$0.00           | \$1.01       |
| COURTHOUSE TAX       | 1.96    | P           |         | \$0.55                     | \$0.00           | \$0.55       |
| DRAINAGE TAX         | 4.83    | P           |         | \$1.35                     | \$0.00           | \$1.35       |
| REC. & OPER. TAX     | 0.96    | P           |         | \$0.27                     | \$0.00           | \$0.27       |
| IND. PARK MAINT. TAX | 1.42    | P           |         | \$0.40                     | \$0.00           | \$0.40       |
| SCHOOL DIST. BONDS   | 21.5    | P           |         | \$6.02                     | \$0.00           | \$6.02       |
| REG. SCH. CONST.     | 2.28    | P           |         | \$0.64                     | \$0.00           | \$0.64       |
| SPECIAL SCHOOL MAINT | 7.44    | P           |         | \$2.08                     | \$0.00           | \$2.08       |
| SPECIAL SCHOOL OPER. | 1.49    | P           |         | \$0.42                     | \$0.00           | \$0.42       |
| TECHE-VERM. F/W DIST | 1.42    | P           |         | \$0.40                     | \$0.00           | \$0.40       |
| STM LAW ENF DIST     | 9.97    | P           |         | \$2.79                     | \$0.00           | \$2.79       |
| STM LAW ENF DIST     | 7.94    | P           |         | \$2.22                     | \$0.00           | \$2.22       |
| STM ASSESSMENT DIST  | 3.17    | P           |         | \$0.89                     | \$0.00           | \$0.89       |
| ATCH LEVEE DIST      | 3.89    | P           |         | \$1.09                     | \$0.00           | \$1.09       |
| Total: \$26.12       |         |             |         | Total: \$0.00              | Total: \$26.12   |              |









315

315

NS 61

116873

RECORDED

FORM 56-2019 (1-1) Louisiana Transmission

ER 1-8543

RECORDED IN CONVEYANCE

1969 DEC 16 W 9:14

BOOK 421 FOLIO 315

THE STATE OF Louisiana  
Parish of St. Martin  
County of St. Martin

*William B. Duval*  
DEPUTY CLERK OF COURT  
PARISH OF ST. MARTIN, LA.

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of THIRTY-THREE AND NO/100 Dollars (\$33.00)

Dollars to the undersigned (herein styled Grantor, whether one or more) paid, the receipt of which is hereby acknowledged, the said Grantor does hereby Grant and Convey unto UNITED GAS PIPE LINE COMPANY (herein styled Grantee), its successors and assigns, a right of way and easement to construct, maintain, operate, repair, replace, change the size of and remove pipe lines and appurtenances thereto, and to construct, maintain, operate, repair, replace and remove, in connection with the conduct of its business, telephone and power lines, electrical protection units and appurtenances thereto, including the necessary poles, guy wires, anchors and ground beds, over and through the following described lands situated in St. Martin Parish, State of Louisiana, to-wit:

50 acres, more or less, in Sec. 63, T8S-R6E, bounded North by Leon Troclair and Dermelie Calais, East by Melvin Dupuis and Ledell Dupuis, South by Estate of Lezin Landry and Estate of Armand McIncon; West by Bertha D. Huval

more fully described in deed from Heirs of Beauregard Dupuis to Elina Dupuis Berard, dated 11/19/19 recorded in Volume 85 Page 41737, Deed Records of said Parish, to which reference is here made for further description.

The right of way herein granted shall be of an initial width of sixty (60') feet except where ground beds may require a greater width.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, so long as the rights and easements herein granted, or any of them, shall be used by, or useful to, Grantee for the purposes herein granted, with ingress to and egress from the premises, for the purposes of constructing, inspecting, repairing, maintaining, and replacing the property of Grantee herein described, and the removal of same at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises, except for the purposes herein granted to the said Grantee and provided the said Grantor shall not construct or maintain, nor permit to be constructed or maintained, any house, structures or obstructions, on or over, or that will interfere with the maintenance or operation of any pipe line or appurtenances constructed hereunder, will not change the grade over such pipe line, and will not plant trees on said right of way. There is also granted unto the Grantee, its successors and assigns, the right at its sole option to clear and keep clear, the land utilized by Grantee, of all timber, trees, undergrowth and other

116873

59

316

316

obstructions which might interfere with the construction or maintenance of said pipe lines, telephone and power lines, or endanger same. Grantee hereby agrees to bury all pipes and electrical protection ground beds to a depth of not less than twenty-four (24") inches below the surface of the soil, and to pay any damages which may arise to growing crops, fences or timber from the construction, maintenance and operation of said pipe, telephone and power lines, and electrical protection units; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, a sum equal to that paid for this right of way, exclusive of the amount paid by Grantee to Grantor as damages to growing crops, fences or timber in connection with the first pipe line constructed hereunder, shall be paid for each additional line so constructed, with the understanding that the width of the right of way hereby granted shall thereupon be increased by an additional width of sixty (60') feet, for construction, maintenance, operation, repair, replacement, changing the size of and removal of such additional facilities. In addition to such payment, Grantee shall pay to Grantor for each such additional line, any damages which may arise to growing crops, fences or timber from the construction, maintenance and operation of such additional facilities.

No sale or division of the lands hereinabove described shall increase or change the rights and obligations of the Grantee hereunder, and any subsequent owner or owners of said lands shall be substituted for and in place of Grantor herein.

It is hereby understood that the party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the 5 day of December, 1960.

Signed and delivered in the presence of  
the undersigned witnesses:

William H. Fuqua  
Witness

Her  
Elina Dupuis Berard  
Mark

THE STATE OF LOUISIANA  
PARISH OF ST. LANDRY

Before me, the undersigned authority, on this day appeared WILLIAM H. FUQUA  
who being duly sworn, deposed and said:

That he was one of the subscribing witnesses to the above and foregoing instrument, that said instrument was executed by the grantor therein.

ELINA DUPUIS BERARD, in his presence and in the presence of the other subscribing witness on the date thereof.

William H. Fuqua  
(Signature of Subscribing Witness)  
William H. Fuqua  
Sworn to and subscribed before me this 6th day of December, A.D. 1960.



John D. Edwards  
Notary Public in and for  
St. Landry Parish, Louisiana

39811

60  
39813



RECORDED

139891

RECORDED IN CONVEYANCE  
BOOK 584 FOLIO 44

'67 JUN 16 AM 11:28  
*James A. Hunt*  
DEPUTY CLERK OF COURT  
PARISH OF ST. MARTIN, LA.

139891

STATE OF LOUISIANA, THROUGH  
THE DEPARTMENT OF HIGHWAYS,

NUMBER 21626

VS.

16TH JUDICIAL DISTRICT COURT

ELINA DUPUIS BERARD

PARISH OF ST. MARTIN  
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 Five Thousand One Hundred Sixty-seven and No/100 Dollars (\$5,167.00).

AND IT IS HEREBY FURTHER ORDERED that the full ownership of the tracts or parcels of land described hereinafter as Parcels No. 25-11 and 27-2, subject to the reservation in perpetuity in favor of Elina Dupuis Berard, 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, together with the full ownership of the improvements situated wholly or partially thereon, is expropriated and taken for highway purposes as of the time of such deposit, according to law, for Lafayette-Lenora Highway, and its appurtenances on State Route La I-10, being State Project No. 450-06-07, Federal Aid Project No. I-10-2(28)110, a controlled access facility with no right of access to, from or across said facility to or from abutting lands except at designated points at which access is permitted upon the terms and conditions specified from time to time and upon the service, frontage or access roads provided, said tracts or parcels of land being described as follows, to-wit:

45

Two (2) certain tracts or parcels of land, together with all of the improvements situated wholly or partially thereon and all rights, ways, privileges, servitudes, and advantages thereunto belonging or in anywise appertaining, situated in the Southwest Quarter of Section 63, Township 8 South, Range 6 East, Southwestern Land District, St. Martin Parish, Louisiana, designated as Parcels No. 25-11 and 27-2 on a right of way map by T. J. Martin, Registered Professional Engineer, dated September 1, 1965, a copy of which map is annexed to and made a part of the above numbered and entitled suit, which tracts or parcels of land are more particularly described in accordance with said map, as follows, to-wit:

PARCEL NO. 25-11:

Commence at a point which is North 32 degrees 47 minutes 44 seconds East a distance of 483.01 feet from an one inch pipe marking the most Westerly corner of the defendant's property on the Northeasterly right of way line of a local road; from said point of beginning continue North 32 degrees 47 minutes 44 seconds East along the Northwest boundary of the defendant's property a distance of 453.91 feet to a point and corner; thence proceed South 57 degrees 30 minutes 50 seconds East traversing the defendant's property a distance of 43.94 feet to a point and corner; thence North 79 degrees 25 minutes 56 seconds East traversing the defendant's property a distance of 400 feet to a point and corner; thence North 73 degrees 43 minutes 18 seconds East traversing the defendant's property a distance of 150.08 feet to a point and corner; thence South 32 degrees 22 minutes 19 seconds West along the Southeast boundary of the defendant's property a distance of 430.20 feet to a point and corner; thence South 79 degrees 25 minutes 56 seconds West traversing the defendant's property a distance of 600.05 feet to the point of beginning.

PARCEL NO. 27-2:

Commence at a point which is South 22 degrees 26 minutes 31 seconds West a distance of 655.91 feet from a 3/4 inch iron pipe marking the Northwest corner of the defendant's property from said point of beginning proceed along the arc of a curve (the radius of which curve is 22,768.32 feet and the long chord of which bears North 76 degrees 06 minutes 06 seconds East, 667.55 feet) a distance of 667.57 feet

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to a point and corner; thence proceed South 22 degrees 30 minutes 11 seconds West along the Southeast boundary of the defendant's property a distance of 429.95 feet to a point and corner; thence South 79 degrees 25 minutes 56 seconds West traversing the defendant's property a distance of 640.68 feet to a point and corner; thence North 22 degrees 26 minutes 31 seconds East a distance of 383.4 feet to the point of beginning.

Being portions of the same property acquired by defendant by Act, recorded in BOOK 198, page 168, Conveyance Records, St. Martin Parish, Louisiana.

AND IT IS HEREBY FURTHER ORDERED that the defendant, Elina Dupuis Berard, 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.

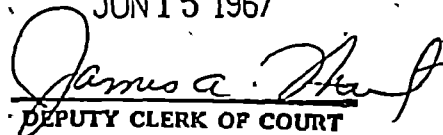
St. Martinville, Louisiana, this 15<sup>th</sup> day of June, 1967.



JUDGE, SIXTEENTH JUDICIAL DISTRICT COURT

RECEIVED AND FILED

JUN 15 1967



DEPUTY CLERK OF COURT

RECORDED IN CONVEYANCE  
BOOK **798** FOLIO **141**

RECORDED

**189609**

1979 AUG -6 AM 10:33  
*Nellie D. Eastin*  
DEPUTY CLERK OF COURT  
PARISH OF ST. MARTIN, LA

**189609**

SUCCESSION : 16TH JUDICIAL DISTRICT COURT  
OF : PROBATE NO. **8814**  
ELINA DUPUIS, widow of : PARISH OF ST. MARTIN  
Simon Berard : STATE OF LOUISIANA

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J U D G M E N T

The Court, considering the petition of ADELLE BERARD, widow of Joel LeBlanc, ALICE BERARD, divorced from Charles Bellows, now a single woman, EARL LEBLANC, husband of Bessie Serrette, MITCHELL BERARD, husband of Bobby Jean Hebert, BERTHA BERARD, wife of John Dupuis, and NELMA LEBLANC, judicially separated from Jude Duhon, to be recognized, in accordance with law and the last will and testament of the decedent, ELINA DUPUIS, widow of Simon Berard, heretofore probated herein and duly recorded as hereinafter set forth, as the sole heirs and legatees of said decedent and, as such, decreed the owners and sent into possession of the properties, movable, immovable, and of every nature whatsoever of which said decedent died possessed, the law and the evidence being in favor of petitioners, entitling them to the decree prayed for:

IT IS ORDERED, ADJUDGED AND DECREED that, in accordance with law and the last will and testament of the decedent, ELINA DUPUIS, widow of Simon Berard, heretofore probated herein and duly recorded under Entry No. **189608** of the Conveyance Records of St. Martin Parish, Louisiana, ADELLE BERARD, widow of Joel LeBlanc, BERTHA BERARD, wife of John Dupuis, ALICE BERARD, divorced from Charles Bellows, now a single woman, MITCHELL BERARD, husband of Bobby Jean Hebert, EARL LEBLANC, husband of Bessie Serrette, and NELMA LEBLANC, judicially separated from Jude Duhon, be and they are hereby recognized as the sole and only heirs and legatees of said decedent, and, as such, they are hereby decreed the owners and sent into possession of all of the properties, movable, immovable, and of every nature whatsoever of which said decedent died possessed, in the following proportions and in the

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following manner, to-wit:

EARL LEBLANC, husband of Bessie Serrette, and NELMA LEBLANC, judicially separated from Jude Duhon, in the proportion of an undivided one-half (1/2) thereof to each, the owners, in full title, of the following described property, to-wit:

That certain tract or parcel of land, situated in Section 63, Township 8 South, Range 6 East, Fifth Ward, East side of Bayou Teche, Parish of St. Martin, Louisiana, containing 16.28 arpents, measuring one hundred forty-six (146) feet on the public road, its Southwestern line, designated as Plot 1, containing such further dimensions and as fully depicted on plat of survey by Fred L. Colomb, Surveyor, dated July 10, 1964, amended July 10, 1979, recorded in Book 796, at page 901, under Entry No. 189308 of the Conveyance Records of St. Martin Parish, Louisiana, and being bounded, now or formerly, on the Northeast by the property of Dermellie Calais, on the Southeast, in part by the property of the heirs of Eugene Dupuis, in part by the property of the heirs of Ledell Dupuis, and in part by the property of Alton Huval, in the Northwest by that property designated as Plot 2 on the aforementioned plat of survey, and on the Southwest by the public road.  
LESS AND EXCEPT portion thereof conveyed by virtue of Order of Expropriation dated June 15, 1967, recorded in Book 574, at page 44, under Entry No. 139891 of the Conveyance Records of St. Martin Parish, Louisiana.

ALICE BERARD, divorced from Charles Bellows, now a single woman, the owner, in full title, of the following described property, to-wit:

That certain tract or parcel of land, situated in Section 63, Township 8 South, Range 6 East, Fifth Ward, East side of Bayou Teche, Parish of St. Martin, Louisiana, containing 16.18 arpents, measuring one hundred forty-six (146) feet on the public road, its Southwestern line, designated as Plot 2, containing such further dimensions and as fully depicted on plat of survey by Fred L. Colomb, Surveyor, dated July 10, 1964, amended July 10, 1979, recorded in Book 796, at page 901, under Entry No. 189308 of the Conveyance Records of St. Martin Parish, Louisiana, and being bounded, now or formerly, on the Southeast by that property designated as Plot 1 on the aforementioned plat of survey, on the Northwest by that property designated as Plot 3 on the aforementioned plat of survey, on the Northeast by the property of Dermellie Calais, and on the Southeast by the public road.  
LESS AND EXCEPT portion thereof conveyed to Alice Berard, divorced wife of Charles Bellows, dated March 23, 1967, recorded in Book 568, at page 548, under Entry No. 138955, and portion thereof conveyed by virtue of Order of Expropriation dated June 15, 1967, recorded in Book 574, at page 44, under Entry No. 139891, Conveyance Records of St. Martin Parish, Louisiana.



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BERTHA BERARD, wife of John Dupuis, the owner, in full title, of the following described property, to-wit:

That certain tract or parcel of land, situated in Section 63, Township 8 South, Range 6 East, Fifth Ward, East side of Bayou Teche, Parish of St. Martin, Louisiana, containing 16.08 arpents, measuring one hundred forty-six (146) feet on the public road, its Southwestern line, designated as Plot 3, containing such further dimensions and as fully depicted on plat of survey by Fred L. Colomb, Surveyor, dated July 10, 1964, amended July 10, 1979, recorded in Book 796, at page 901, under Entry No. 189308 of the Conveyance Records of St. Martin Parish, Louisiana, and being bounded, now or formerly, on the Northeast by the property of Dermellie Calais, on the Southeast by that property designated as Plot 2 on the aforementioned plat of survey, on the Northwest by the property of Bertha Dupuis Huval, and on the Southwest by the public road.

LESS AND EXCEPT portion thereof conveyed by virtue of Order of Expropriation dated June 15, 1967, recorded in Book 574, at page 44, under Entry No. 139891 of the Conveyance Records of St. Martin Parish, Louisiana.

ADELE BERARD, widow of Joel LeBlanc, the owner, in full title, of the following described property, to-wit:

That certain tract or parcel of land, situated in Section 35, Township 8 South, Range 6 East, Fifth Ward, East side of Bayou Teche, Parish of St. Martin, Louisiana, containing 13.43 arpents, measuring 310.2 feet on the public road, its Southwestern line, designated as Plot 4, containing such further dimensions and as fully depicted on plat of survey by Fred L. Colomb, Surveyor, dated July 9, 1964, amended July 10, 1979, recorded in Book 796, at page 900, under Entry No. 189307 of the Conveyance Records of St. Martin Parish, Louisiana, and being bounded, now or formerly, on the Northeast by the property of Alcide Dupuis, on the Northwest by the property of Anicet Daigle, on the Southeast by that property designated as Plot 5 on the aforementioned plat of survey, and on the Southwest by the public road.

LESS AND EXCEPT portion thereof conveyed to Walter Bobby Latiolais by virtue of instrument of sale dated July 2, 1964, recorded in Book 502, at page 445, under Entry No. 129516 (see Community Settlement dated June 16, 1962, recorded in Book 666, at page 621, under Entry No. 158161, and instrument of sale dated September 8, 1972, recorded in Book 670, at page 506, under Entry No. 159028) and portion thereof conveyed by virtue of Order of Expropriation dated June 15, 1967, recorded in Book 574, at page 44, under Entry No. 139891, Conveyance Records of St. Martin Parish, Louisiana.

MITCHELL BERARD, husband of Bobby Jean Hebert, the owner, in full title, of the following described property, to-wit:

That certain tract or parcel of land, situated in Section 35, Township 8 South, Range 6 East, Fifth

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Ward, East side of Bayou Teche, Parish of St. Martin, Louisiana, containing 13.18 arpents, measuring 270.2 feet on the public road, its Southwestern line, designated as Plot 5, containing such further dimensions and as fully depicted on plat of survey by Fred L. Colomb, Surveyor, dated July 9, 1964, amended July 10, 1979, recorded in Book 796, at page 900, under Entry No. 189307 of the Conveyance Records of St. Martin Parish, Louisiana, and being bounded, now or formerly, on the Northeast by the property of Alcide Dupuis, on the Northwest by that property designated as Plot 4 on the aforementioned plat of survey, on the Southeast by the property of Robert Usie, and on the Southwest by the public road. LESS AND EXCEPT portion thereof conveyed by virtue of Order of Expropriation dated June 15, 1967, recorded in Book 574, at page 44, under Entry No. 139891 of the Conveyance Records of St. Martin Parish, Louisiana.

ADELLE BERARD, widow of Joel LeBlanc, BERTHA BERARD, wife of John Dupuis, ALICE BERARD, divorced from Charles Bellows, now a single woman, MITCHELL BERARD, husband of Bobby Jean Hebert, in the proportion of an undivided one-fifth (1/5) thereof to each, and EARL LEBLANC, husband of Bessie Serrette, and NELMA LEBLANC, separated from Jude Duhon, in the proportion of an undivided one-tenth (1/10) thereof to each, all of the remaining property, movable, immovable, and of every nature whatsoever, of which said decedent died possessed, particularly, but not exclusively, the following, to-wit:

Certificate No. 5048, with Federal Savings & Loan Association of Breaux Bridge, Breaux Bridge, Louisiana, dated September 28, 1973, payable to Elina D. Berard or Alice Berard or Mrs. Adele B. LeBlanc, in the sum of \$8,000.00.

The sum of \$5,000.00, in the possession of Champagne, Colomb & Brumbaugh, Attorneys at Law, Lafayette, Louisiana,

The undivided one-tenth (1/10) rights, titles and interests in and to the following described property, to-wit:

That certain irregular shaped parcel of land, together with all rights, ways, privileges, servitudes, and advantages thereunto belonging or in anywise appertaining, situated in Section 63, Township 8 South, Range 6 East, Fifth Ward, East side of Bayou Teche, Parish of St. Martin, Louisiana, and being bounded, now or formerly, on the Northeast by the property of heirs of Ledel Dupuis, on the Northwest by the property of Melvin Dupuis, on the Southeast by Louisiana Highway 347, and on the Southwest by Interstate Highway I-10.

IT IS FURTHER ORDERED that FEDERAL SAVINGS & LOAN ASSOCIATION OF BREAUX BRIDGE, Breaux Bridge, Louisiana, be and it is hereby authorized and directed to pay to ADELLE BERARD, widow

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of Joel LeBlanc, BERTHA BERARD, wife of John Dupuis, ALICE BERARD, divorced from Charles Bellows, now a single woman, MITCHELL BERARD, husband of Bobby Jean Hebert, EARL LEBLANC, husband of Bessie Serrette, and NELMA LEBLANC, judicially separated from Jude Duhon, in the proportions as hereinabove set forth, the money on deposit in said institution and as hereinabove set forth.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, as set forth in the Inheritance and Estate Transfer Tax Return, filed with the Collector of Revenue of the State of Louisiana, a copy of which being attached to proceedings herefore filed herein, this estate and the heirs thereof owe inheritance taxes to the State of Louisiana, as follows: ALICE BERARD BELLOWES, the sum of \$358.32, BERTHA BERARD DUPUIS, the sum of \$343.58, ADELLE BERARD LEBLANC, the sum of \$526.78, MITCHELL BERARD, the sum of \$514.57; EARL LEBLANC, the sum of \$136.54, and NELMA LEBLANC, the sum of \$134.54, totaling the sum of TWO THOUSAND SIXTEEN AND 33/100 (\$2,016.33) DOLLARS, which amounts as per receipt of the Collector of Revenue of the State of Louisiana, attached to proceedings heretofore filed herein, have been paid in full.

JUDGMENT READ, RENDERED AND SIGNED in Chambers at St. Martinville, Louisiana, this 6<sup>TH</sup> day of AUGUST, 1979.

RECEIVED AND FILED

AUG 6 1979

*Nellie G. Eastin*  
DEPUTY CLERK OF COURT

*[Signature]*  
DISTRICT JUDGE

RECORDED IN CONVEYANCE  
BOOK 831 FOLIO 812

197131

NOTARY PUBLIC  
Judy A. Raymond  
JAN 10 1980  
DEPT. OF REVENUE

ACT OF PARTITION

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME, the undersigned authority, a Notary Public duly commissioned and qualified in and for the aforeset out parish and state, and in the presence of the hereinafter undersigned competent witnesses, personally came and appeared:

EARL LEBLANC, husband of Bessie Serrette, resident of St. Martin Parish, Louisiana, and NELMA LEBLANC, judicially separated from Jude Duhon, resident of Lafayette Parish, Louisiana, each of the full age of majority,

who declared that they have entered and do, by these presents, enter into the following contract of agreed partition, to-wit:

That Appearers, EARL LEBLANC, husband of Bessie Serrette, and NELMA LEBLANC, judicially separated from Jude Duhon, by virtue of judgment rendered on August 6, 1979, in the "Succession of Elina Dupuis, widow of Simon Berard", Probate No. 8814, recorded in Book 798, at page 141, under Entry No. 180609 of the Conveyance Records of St. Martin Parish, Louisiana, are the owners in indivision, in the proportion of an undivided one-half (1/2) thereof to each, of that property situated in the Parish of St. Martin, Louisiana, and described in the following manner, to-wit:

That certain tract or parcel of land, situated in Section 63, Township 8 South, Range 6 East, Fifth Ward, East side of Bayou Teche, Parish of St. Martin, Louisiana, containing 16.28 arpents, measuring one hundred forty-six (146) feet on the public road, its Southwestern line, designated as Plot 1, containing such further dimensions and as fully depicted on plat of survey by Fred L. Colomb, Surveyor, dated July 10, 1964, amended July 10, 1979, recorded in Book 796, at page 901, under Entry No. 189309 of the Conveyance Records of St. Martin Parish, Louisiana, and being bounded, now or formerly, on the Northeast by the property of Dermellie Calais, on the Southeast, in part by the property of the heirs of Eugene Dupuis, in part by the property of the heirs of Ledell Dupuis, and in part by the property of Alton Huval, on the Northeast by that property designated as Plot 2 on the aforementioned plat of survey, and on the Southwest by the public road.  
LESS AND EXCEPT portion thereof conveyed by virtue of Order of Expropriation dated June 15, 1967,

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recorded in Book 574, at page 44, under Entry No. 139891 of the Conveyance Records of St. Martin Parish, Louisiana.

Appearers, no longer desiring to remain as owners in indivision and being desirous of effectuating a partition of the aforescribed property, thereby delivering to each of them the portion thereof to which each is entitled, have divided said properties into two (2) shares, of equal value, which said shares are described in the following manner, to-wit:

#### SHARE ONE

That certain tract or parcel of land, situated in Section 63, Township 8 South, Range 6 East, Fifth Ward, East side of Bayou Teche, Parish of St. Martin, Louisiana, containing 3.12 arpents, measuring one hundred forty-six (146) feet on the public road, its Southwestern line, designated as Plot 1-A, containing such further dimensions and as fully depicted on plat of survey by Fred L. Colomb, Surveyor, dated July 10, 1964, amended July 10, 1979, recorded in Book 796, at page 901, under Entry No. 189308 of the Conveyance Records of St. Martin Parish, Louisiana, and being bounded, now or formerly, on the Northeast by that property designated as Plot 1-B on the aforementioned plat of survey or Interstate Highway 10, on the Southeast by the property of the heirs of Eugene Dupuis, on the Northwest by that property designated as Plot 2-A on the aforementioned plat of survey, and on the Southwest by the public road.

#### SHARE TWO

That certain tract or parcel of land, situated in Section 63, Township 8 South, Range 6 East, Fifth Ward, East side of Bayou Teche, Parish of St. Martin, Louisiana, containing 11.52 arpents, designated as Plot 1-C, containing such further dimensions and as fully depicted on plat of survey by Fred L. Colomb, Surveyor, dated July 10, 1964, amended July 10, 1979, recorded in Book 796, at page 901, under Entry No. 189308 of the Conveyance Records of St. Martin Parish, Louisiana, and being bounded, now or formerly, on the Northeast by the property of Dermellie Calais, on the Southeast, in part by the property of the heirs of Eugene Dupuis, in part by the property of the heirs of Ledel Dupuis, and in part by the property of Alton Huval, on the Northwest by that property designated as Plot 2-C on the aforementioned plat of survey, and on the Southwest by that property designated as Plot 1-B on the aforementioned plat of survey or Interstate Highway 10.

Appearers herein declare that the herein partition shall embrace the entirety of the aforescribed properties with the exception of the minerals underlying and forming a

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part thereof, which minerals they will retain in indivision between themselves, in the proportion of an undivided one-half (1/2) thereof to each.

NELMA LEBLANC, judicially separated from Jude Duhon, takes as her distinct share and portion and the same is hereby allotted to her, that property described under SHARE ONE hereof.

EARL LEBLANC, husband of Bessie Serrette, takes as his distinct share and portion and the same is hereby allotted to him, that property described under SHARE TWO hereof.

Appearers further declare that the share or portion received herein by each of them, respectively, constitutes a full settlement of their respective interests in the property forming part of the herein partition, that said properties are equal in value, and that delivery of the parcels of property herein allotted to each of said appearers is to be made as of the date hereof and is herein considered final and definitive.

The Certificate required by Article 3364 of the Revised Civil Code of this State is hereby dispensed with and the undersigned Notary is held harmless therefor.

THUS DONE AND PASSED by the parties, in the presence of the undersigned competent witnesses, all of whom sign with me, Notary, on this 16th day of February , 1981, after due reading of the whole.

WITNESSES:

Emily Arceneaux  
Emily Arceneaux  
Teresa Aucoin  
Teresa Aucoin

Nelma LeBlanc Duhon  
NELMA LEBLANC DUHON  
Earl LeBlanc  
EARL LEBLANC

George J. Champagne, Jr.  
NOTARY PUBLIC  
GEORGE J. CHAMPAGNE, JR.

RECORDED IN CONVEYANCE  
BOOK 32 FOLIO 600

19730

Filed  
1981 02 23  
Judy A. Raymond

STATE OF LOUISIANA  
PARISH OF LAFAYETTE

BEFORE ME, the undersigned authority, a Notary Public duly commissioned and qualified in and for the aforeset out parish and state, and in the presence of the hereinafter undersigned competent witnesses, personally came and appeared:

ALICE BERARD, divorced from Charles Bellows, now a single woman, EARL LEBLANC, husband of Bessie Serrette, MELVIN DUPUIS, husband of Marcella Cormier, residents of St. Martin Parish, Louisiana, and BERTHA BERARD, wife of John Dupuis, resident of East Baton Rouge Parish, Louisiana, each of the full age of majority,

who declared in the following manner, to-wit:

That, in consideration of the mutual benefits as will accrue to all thereby, Appearers,

ALICE BERARD, divorced from Charles Bellows, now a single woman, and BERTHA BERARD, wife of John Dupuis,

do, by these presents, hereby convey, set over, assign and deliver unto Appearers,

EARL LEBLANC, husband of Bessie Serrette, and  
MELVIN DUPUIS, husband of Marcella Cormier,

and Appearer,

EARL LEBLANC, husband of Bessie Serrette,

hereby conveys, sets over, assigns and delivers unto Appearer,

MELVIN DUPUIS, husband of Marcella Cormier,

the following right of passage, to-wit:

That certain right of way or servitude of passage of fifty (50) feet in width, situated, in part along the Northwestern line of that property designated as Plot 3-C and in part along the Northeastern embankment of a drainage canal located in the Southwestern portion of those properties designated as Plot 2-C and Plot 3-C, and in part situated along the Southwestern line of those properties designated as Plot 1-C and Plot 2-C, all on plat of survey by Fred L. Colomb, Surveyor, dated July 10, 1964, amended July 10, 1979, recorded in Book 796, at page 901, under Entry No. 189308 of the Conveyance Records of St. Martin Parish, Louisiana, more particularly described as extending from the Northern boundary line of that property designated as Plot 3-B, being Highway Interstate 10, along the Northwestern line of that property designated as Plot 3-C, to the Northeastern side of the aforementioned drainage ditch, thence proceeding along the Northeastern embankment of said drainage ditch to the point where

197304

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said drainage ditch enters that property designated as Plot 2-B, thence proceeding along the Southwestern line of those properties designated as Plot 2-C and Plot 1-C, all fully set out on the aforementioned plat of survey, extending to the property of Melvin Dupuis on the Southeast.

Appearers further herein confer to EARL LEBLANC, husband of Bessie Serrette, and MELVIN DUPUIS, husband of Marcella Cormier, full authority, as may be necessary, to dedicate same to public use, with the express condition that all costs thereof are to be borne entirely by Appearers, EARL LEBLANC, husband of Bessie Serrette, and MELVIN DUPUIS, husband of Marcella Cormier, holding Appearers, ALICE BERARD, divorced from Charles Bellows, now a single woman, and BERTHA BERARD, wife of John Dupuis, completely harmless therefor, and with the further express condition that same be completed within five (5) years of the date hereof, holding Appearers, ALICE BERARD, divorced from Charles Bellows, now a single woman, and BERTHA BERARD, wife of John Dupuis, completely harmless therefor.

THUS DONE AND SIGNED by Appearers in the presence of the undersigned competent witnesses, all of whom sign with me, Notary, on this 19th day of February, 1981, after due reading of the whole.

WITNESSES:

Emily Arceneaux  
EMILY ARCENEAUX

Kathleen E. Lackey  
Kathleen E. Lackey

Alice Berard  
ALICE BERARD

Bertha Berard Dupuis  
BERTHA BERARD DUPUIS

Earl LeBlanc  
EARL LEBLANC

Melvin Dupuis  
MELVIN DUPUIS

George J. Champagne, Jr.  
NOTARY PUBLIC  
George J. Champagne, Jr.



RECORDED IN CONVEYANCE  
BOOK 963 - PAGE 396

226330

Line No. 760  
Tract No. 237

8001112.1-11-70 TRANSMISSION R/W

# SERVITUDE AGREEMENT

RECORDED

1985 FEB 11 PM 3:30

*Judy A. Raymond*

STATE OF LOUISIANA

PARISH OF St. Martin

THIS SERVITUDE granted this 30 day of JANUARY, 19 85;

by EARL J. LeBLANC

hereinafter called "Grantor", to GULF STATES UTILITIES COMPANY, a Texas corporation, hereinafter called "Grantee", WITNESSETH that for and in consideration of the mutual and public benefits to be derived from this grant, and the further consideration of

Dollars cash in hand paid by Grantee to Grantor, Grantor has granted, sold and conveyed with full warranty and subrogation, unto Grantee, the right, privilege, and real servitude to enter upon and to erect, construct, extend, maintain, inspect, operate, replace, remove, repair and patrol one or more lines of structures for one or more

circuits

with conductors, wires, crossarms, guy wires, conduits, stubs and other usual, necessary or proper fixtures for the transmission of electricity, and for Grantee's overhead and/or underground communications, together with all necessary foundations, anchors and braces to properly support the same, and the right to place anchors and guy wires outside the described servitude in sufficient numbers to adequately brace its structures any place or places where such described servitude makes an angle, with the right to replace wood structures with metal structures and metal structures with wood structures at any time and from time to time without further payment, upon, over and across a strip of land out of the following described tract, situated in the Parish of St. Martin, State of Louisiana:

That certain tract or parcel of land situated in Section 63, Township 8 South, Range 6 East, Fifth Ward, East side of Bayou Teche, St. Martin Parish, Louisiana, containing 11.52 arpents more or less, designated as Plot 1-C, on plat of survey by Fred L. Colomb, dated July 10, 1964, recorded in Conveyance Book 796, folio 901, Entry No. 189308 records of St. Martin Parish and bounded now or formerly as follows: Northwest by Alice Berard Bellows; Northeast by Dermellie Calais; Southeast by Heirs of Ledell Dupuis; Alton Huval, and possibly Heirs of Eugene Dupuis; and Southwest by Plot 1-B or Interstate Highway 10.

being 109 feet on the  
northerly side and 85  
feet on the southerly

which strip of land upon which said servitude is granted is more particularly described as xxx feet on each side of the following described centerline and continuations or projections thereof, insofar as same may be embraced within the boundaries of the above described tract, said centerline being more particularly described as follows:

Centerline entering the northwest property line of the above described property, at a point located 800 feet, more or less northerly from the southwest corner; THENCE N 74° 52' 35" E, a distance of 213.5 feet to a point of exit and crossing the southeasterly line of said property, 800 feet, more or less, northerly from the southeast corner.

This servitude agreement cancels and supersedes a portion of the previous servitude agreement between Simon Berard and Gulf States Utilities Company dated October 22, 1928 and recorded in Conveyance Book 110, Page 151, File No. 49163 of the Conveyance Records of St. Martin Parish, Louisiana, but only in so far as it may apply to the tract described hereinabove, and Gulf States Utilities Company herein expressly reserves any other right which may be contained in the said servitude.

GEU1112. 1-11-70 TRANSMISSION R/W

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See plat, sketch, or aerial photo attached hereto and made a part hereof.

GRANTOR GRANTS unto Grantee the right from time to time (a) to cut and remove all trees, underbrush and other obstructions upon said land covered by said right of way without further payment and (b) to cut and remove from the land adjacent to said right of way any and all trees which in falling would come within ten feet of the electric lines of Grantee, upon payment of the reasonable market value of such trees.

GRANTOR RETAINS the right to use for Grantor's own purpose the land covered by said servitude as long as such use does not interfere with the servitude and rights herein granted. However, Grantor shall not erect, locate or permit the erection or location of any structure or object of any type whatever within a distance of ~~XXXXXXXXXXXXXXXXXXXX~~ the above described servitude but Grantor may fence any or all of the said property. Grantee shall have ingress and egress at any and all times to, from and along the said land covered by the said servitude.

GRANTEE SHALL pay to Grantor for damage to Grantor's growing crops, buildings and other structures, roads, bridges and fences caused in the construction, operation and/or maintenance of said electric lines.

TO HAVE and to hold said rights, and right of way, unto the said Grantee, its successors and assigns, until said servitude be exercised, and so long thereafter as the same shall be useful for the above named purposes.

This agreement is in the nature of a covenant running with the land, and shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto. Whenever the word "Grantor" is used in this act, it shall be construed to include "Grantors".

WITNESS the signature of the Grantor on the day, month and year first above written.

WITNESSES as to Grantor:

Billie E. Harland  
Bobbie Lee Angelle

GRANTOR:

Earl J. LeBlanc

STATE OF Texas  
LOUISIANA  
COUNTY OF Jefferson  
PARISH OF

BEFORE ME, the undersigned authority, personally came and appeared Billie E. Harland

who being by me first duly sworn, deposed and said:

That he is one of the subscribing witnesses to the foregoing instrument; that EARL J. LeBlanc Grantor named in the instrument, signed the same in the presence of appearer and in the presence of Bobbie Lee Angelle the other subscribing witness; and that appearer and the other subscribing witness signed attesting said instrument in the presence of the said Grantor and in the presence of each other, and that the signatures thereon are true and genuine.

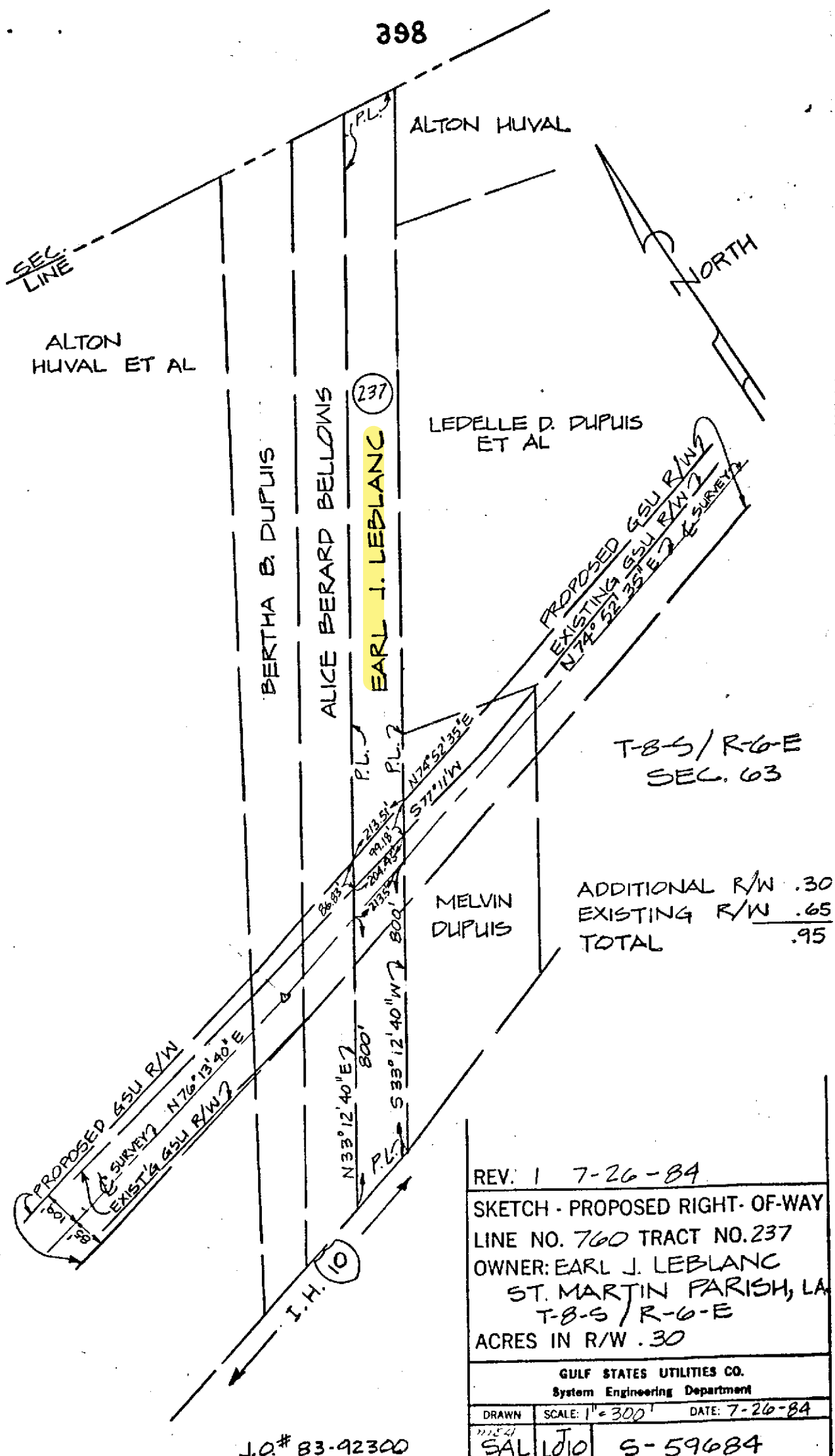
Billie E. Harland  
Appearing Witness

SWORN TO AND SUBSCRIBED before me at BEAUMONT, Texas, on this Feb 1 day of Feb, 19 85

Marianne DeKa  
Notary Public

MARIANNE DEKA, Notary Public  
In and For the State of Texas  
My Commission Expires 3/29/88

398



St. Martin Parish Recording Page

Becky P Patin  
CLERK OF COURT  
P.O. BOX 308  
St. Martinville, LA 70582  
(337) 394-2210

First VENDOR

LEBLANC, EARL

First VENDEE

AIR PRODUCTS AND CHEMICALS INC

Index Type :   Conveyance  
Type of Document : Right Of Way  
Recording Pages :               8

Inst Number : 441121  
Book : 1580       Page : 139

Recorded Information

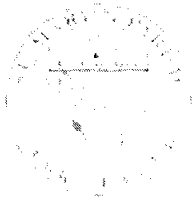
I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Martin Parish, Louisiana

On (Recorded Date) : 12/10/2010  
At (Recorded Time) : 1:42:55PM



Doc ID - 004408090008

*Judy R Cormier*  
Deputy Clerk



State of Louisiana  
Parish of St. Martin  
GCCP Tract No: LA-SM-107.000

**RIGHT OF WAY AND SERVITUDE AGREEMENT**

This agreement is made and entered into by and between **Earl LeBlanc, husband of Bessie Serrette**, (“Grantor”, whether one or more), whose mailing address is, 2561 Cecilia Senior High School Hwy., Breaux Bridge, Louisiana, 70517, and AIR PRODUCTS AND CHEMICALS, INC, a Delaware corporation (“Grantee”), whose mailing address is 12600 Northborough Drive, Suite 196, Houston, Texas 77067.

1. For and in consideration of the sum of ONE HUNDRED AND NO/100 (\$100.00) DOLLARS cash and other valuable consideration, the receipt and adequacy of which are hereby acknowledged and full acquittance granted therefor, Grantor does hereby grant, convey and deliver with full warranty of title and with substitution and subrogation to all rights and actions of warranty to Grantee, its successors and assigns, a right of use, servitude, right of way and easement to install, lay, construct, maintain, use, alter, inspect, operate, protect, repair, replace, change the size of, remove, reconstruct, renew and abandon one (1) pipeline, not exceeding eighteen (18”) inches outside diameter, together with appurtenances thereto (including but not limited to air patrol markers, valves and corrosion control equipment, above or below ground), for the transportation and measurement of industrial gases (including but not limited to hydrogen, nitrogen, oxygen, carbon monoxide and syngas) and other products or substances which can be transported through a pipeline under, upon, over and through the following described land (the “land”) belonging to Grantor situated in St. Martin Parish Louisiana, to-wit:

**11.52 arpents of land, situated in Section 63, T8S, R6E, St. Martin Parish, Louisiana and being more particularly described in that certain Act of Partition dated February 2, 1981 from Nelma LeBlanc to Earl LeBlanc, recorded in Conveyance Book 831, Page 812, Official Public Records, Clerk of Court, St. Martin Parish, Louisiana.**

**Tax ID: 01412600**

2. This grant of rights and servitude includes the right of access to said pipeline and appurtenant facilities and the right of ingress and egress on, over, across and through Grantor’s land, for any and all purposes convenient to the exercise by Grantee of the rights granted hereunder.
3. Grantor covenants that Grantor is the owner of the land, has a good and merchantable title thereto, and has the right, title and capacity to grant the rights and servitude hereby granted.
4. The servitude herein granted shall have a total permanent servitude width of fifteen (15’) feet with the location of the centerline of said permanent servitude being shown and identified as “C/L Proposed 15’ Pipeline Servitude” on [**Exhibits “A” and “B”**], attached hereto and made a part hereof. From time to time during construction and maintenance operations, Grantee shall have the right to use an additional sixty (60’) feet in width for a total workspace servitude of seventy-five (75’) feet in width, with the additional sixty (60’) feet of width beyond the limits of the permanent servitude herein granted being apportioned on each side of said permanent servitude in such manner as Grantee may desire. The side line boundaries of said fifteen (15’) foot wide permanent servitude and said sixty (60’) foot wide additional workspace servitude shall be extended or shortened as the case may be to meet at angle points and to meet all of Grantor’s boundary lines. During initial construction only, Grantee shall have the right to use such

additional temporary workspace as may be reasonably necessary in crossing creeks, canals, roads, railroads, pipelines and other obstructions.

5. The pipeline to be constructed under this grant shall be located at a depth of at least thirty-six (36") inches below the surface of the ground and at least sixty (60") inches below the bottom of all ditches and canals. However, Grantee shall have the right to install vents and markers above ground at various points, including without limitation at canal, ditch, highway, road, railroad, and fence crossings and at property lines as required by Grantee to support the pipeline operations and the governing State and Federal Regulations and Codes.
6. In the event the actual location of the servitude must be modified due to conditions unknown at the time of execution of this agreement, Grantor and Grantee shall promptly negotiate in good faith an amendment to this agreement (in recordable form), modifying the location of the servitude, but all other terms of this agreement shall remain unchanged and in full effect; provided, however, should such modification result in a servitude of greater length than provided herein, Grantee shall promptly pay Grantor additional consideration for such greater servitude on equivalent terms.
7. Grantor retains the right to use the land, except as such use may hinder, conflict or unreasonably interfere with the exercise and enjoyment of the rights and servitude herein granted or to the extent that such use by Grantor may not be consistent with the safety of Grantee's facilities or the safety of persons or property on the surface of the servitude. Grantor's use shall be subject to the servitude herein granted unto Grantee. Grantor shall not construct nor permit to be constructed any structures, improvements, lakes, ponds, impounded water (with the exception of water related to growing of agricultural crops such as rice and crawfish) or obstructions, nor plant trees, drill, excavate or fill within the permanent servitude, without the express written prior consent of Grantee. Grantee shall, without any liability for damages, have the right from time to time to cut or remove all trees and overhanging limbs, undergrowth or other facilities or obstructions on or within the permanent servitude that, in its judgment, may injure, endanger or interfere with the exercise by Grantee of the rights and privileges herein granted. Grantor shall not construct streets, sidewalks, driveways, fences, pipeline or utility lines within said permanent servitude unless (i) such facilities do not create a potentially unsafe condition nor interfere with Grantee's use of the servitude, (ii) Grantee is notified prior to construction of such facilities, (iii) any additional pipelines or utility lines are, at Grantee's option, constructed below Grantee's pipeline, and (iv) such facilities are constructed in accordance with any safety precautions specified by Grantee.
8. 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 to the extent arising out of or resulting from the negligence or willful misconduct of Grantee.
9. Grantee agrees to pay Grantor (or Grantor's tenant(s), if applicable) for all normal and customary damages to growing crops, livestock, land, timber, canals, levee systems, private roadways, fencing or buildings or other property of Grantor (or Grantor's tenant(s), if applicable) to the extent caused by Grantee's exercise of any of the rights and privileges hereby granted; but after the pipeline has been laid, Grantee shall not thereafter be liable for any damages resulting from trimming, moving or removing trees, brush or undergrowth from or within the permanent servitude (except for crop damages and aquaculture damages) and shall not be liable for any damage to property or improvements which are prohibited within the permanent servitude under the terms of this grant.
10. The consideration recited herein is accepted by Grantor in full payment, settlement and satisfaction for the rights and servitude (temporary and permanent), for all severance damages, and for all normal anticipated damages caused by Grantee's exercise of the rights herein granted upon the servitude, including without limitation its right to maintain the permanent servitude clear.
11. The ownership of the pipeline, component parts thereof, and all appurtenances thereto installed by Grantee within the servitude shall remain the property of Grantee at all times.

Upon the termination of the use of the servitude, Grantee may elect to leave said pipeline, component parts thereof, and all appurtenances thereto, or any part thereof, in place or thereafter remove them, or any part thereof.

- 12. This agreement shall be binding upon the successors and assigns of the parties hereto. Grantee, its successors and assigns, are expressly given and granted the right to assign this agreement, or any interest herein, in whole or in part, and the same shall be divisible among two or more persons as to any rights created hereunder.
- 13. 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 join in the execution of this agreement. The failure of any party owning an interest in the land to sign this agreement shall not affect its validity as to those whose signatures appear on the original or any counterpart hereof.
- 14. TO HAVE AND TO HOLD said premises, together with the rights and appurtenances thereto, unto GRANTEE, its successors and assigns, forever, in accordance with the terms hereof. GRANTOR does hereby bind itself and its heirs, successors and assigns, to warrant and forever defend all and singular said premises unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this agreement is executed by the parties hereto as of the 27 day of October, 2010, said parties signing in the presence of the witnesses whose names appear opposite their respective signatures.

WITNESSES:



Print Name: Chris Morrish



Print Name: MIKE MCKNIGHT

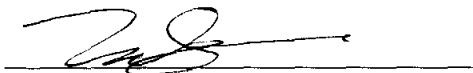
GRANTOR:



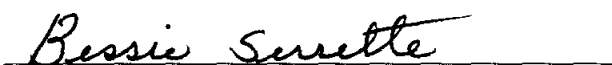
Earl LeBlanc



Print Name: Chris Morrish

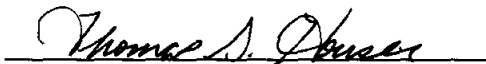


Print Name: MIKE MCKNIGHT



Bessie Serrette

WITNESSES:



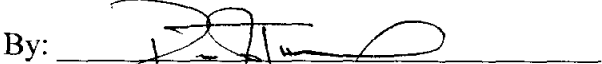
Print Name: Thomas S. Houser



Print Name: Tony Huerta

GRANTEE:

AIR PRODUCTS AND CHEMICALS, INC

By: 

Name: Rick J. Thibodeaux

Title: Lead Real Estate Specialist

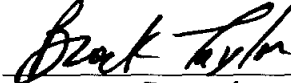
STATE OF LOUISIANA

PARISH OF CALCASIEU

BEFORE ME, the undersigned authority, duly commissioned and qualified within and for the State and Parish aforesaid, personally came and appeared Chris Morrish (Witness), who being by me duly sworn, deposed and said that he/she was one of the subscribing witnesses to the foregoing instrument; that the same was signed by Earl LeBlanc, husband of Bessie Serrette, well known to said appearer to be the identical person(s) so executing the same as his/her/their own free will, act and deed for the uses, purposes, and considerations therein expressed in the presence of appearer and in the presence of the other subscribing witness.

IN WITNESS WHEREOF, the said appearer has executed this acknowledgment in my presence and in the presence of the undersigned competent witnesses, on this 29 day of October, 2010.

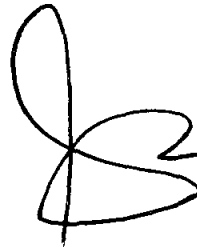
WITNESSES:

  
Print Name: Brock Taylor

  
Print Name: Bennie Shields

  
Print Name: Chris Morrish

(Witness)

  
Stephanie A. Burnett-Newman  
 ID# 66631  
Commission Expires Upon Death

\_\_\_\_\_  
Notary Public,  
Notary/Bar No. \_\_\_\_\_



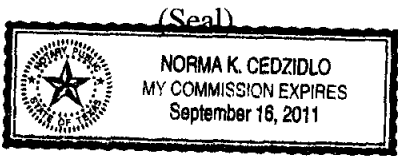
STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this 8<sup>th</sup> day of November, 2010, personally appeared Rick J. Thibodeaux, the Lead Real Estate Specialist of **AIR PRODUCTS AND CHEMICALS, INC.**, a Delaware corporation, to me known to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the foregoing instrument in the capacities stated, as the act of said entity for the purposes and considerations therein expressed.

Norma K. Cedzidlo  
Notary Public in and for the State of Texas  
Print Name: Norma K. Cedzidlo  
Commission expires: Sept. 16, 2011

230701



After recording please return to:  
**Air Products – CLS Field Office**  
**751 Bayou Pines East Suite C**  
**Lake Charles, LA 70601**

ST. MARTIN PARISH, LOUISIANA  
TOWNSHIP 8 SOUTH, RANGE 6 EAST, SECTION 63

EARL LEBLANC

TRACT NO. LA-SM-107.000  
11.52 ARPENTS

BK. 831, FOLIO 812 O.P.R.C.C.S.M.P.L.

CENTERLINE IS 205.72 FEET OR 12.47 RODS LONG

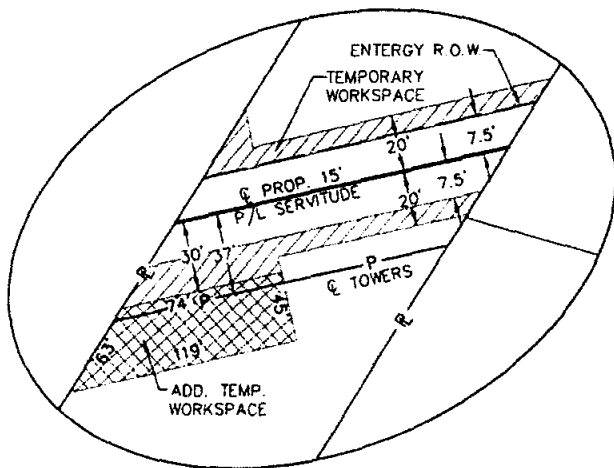
TOTAL PERMANENT SERVITUDE IS 3,086 SQ. FT. OR 0.07 ACRES

TOTAL TEMPORARY WORKSPACE IS 6,125 SQ. FT. OR 0.14 ACRES

TOTAL ADDITIONAL TEMPORARY WORKSPACE IS 4,326 SQ. FT. OR 0.10 ACRES



SCALE IN FEET



DETAIL  
N.T.S.

POINT OF ENTRY  
N 11005565.97  
E 2008264.54

POINT OF EXIT  
N 11005611.54  
E 2008465.15

PROPOSED 15'  
PIPELINE SERVITUDE

SEE DETAIL

MITCHELL BERARD  
TRACT NO.  
LA-SM-106.000  
BK. 1072, FOLIO 624  
O.P.R.C.C.S.M.P.L.

NELLIE LOUISE  
DUPUIS ZIMMERMAN  
TRACT NO.  
LA-SM-108.000  
C.F. NO. 426842  
O.P.R.C.C.S.M.P.L.

| LINE TABLE |               |          |
|------------|---------------|----------|
| No.        | Bearing       | Distance |
| 1          | N 77°12'02" E | 205.72'  |

NOTES

1. All bearings, distances and coordinates are referenced to the "Universal Transverse Mercator System", North Zone 15, North American Datum of 1983. The scale factor used was 0.99975957.

2. A centerline description of even date was prepared by the surveyor in conjunction with this plat.

I, George E. Griffith, do hereby certify that this plat correctly represents a survey made on the ground this date under my supervision and that this plat accurately depicts the evidence as found by this survey.

George E. Griffith  
Louisiana P.L.S. No. 4893  
October 28, 2010

- ~ PERMANENT SERVITUDE
- ~ TEMPORARY WORKSPACE
- ~ ADDITIONAL TEMPORARY WORKSPACE

EXHIBIT "A" SHEET 1 OF 1

| REV | REVISION | DATE     | DRAWN BY         | DATE     | AIR PRODUCTS & CHEMICALS, INC.                                                                            |         |           |               |
|-----|----------|----------|------------------|----------|-----------------------------------------------------------------------------------------------------------|---------|-----------|---------------|
|     |          |          | STC              | 10/28/10 | PLAT OF THE CENTERLINE FOR A<br>PIPELINE SERVITUDE ACROSS<br>EARL LEBLANC<br>ST. MARTIN PARISH, LOUISIANA |         |           |               |
|     |          |          | CHECKED BY       | DATE     |                                                                                                           |         |           |               |
|     |          |          | SGH              | 11/01/10 |                                                                                                           |         |           |               |
|     |          |          | ENGR. APPD.      | DATE     |                                                                                                           |         |           |               |
|     |          |          | PROJ. MGR. APPD. | DATE     | ALIGN. DWG                                                                                                | SCALE   | PROJ. NO. | DWG NO.       |
| 0   | ISSUED   | 11/03/10 |                  |          |                                                                                                           | 1"=400' | APC-009   | LA-SM-107.000 |
|     |          |          |                  |          |                                                                                                           |         |           | REV.          |
|     |          |          |                  |          |                                                                                                           |         |           | 0             |

Exhibit "B"  
Air Products & Chemicals, Inc.  
LA-SM-107.000  
St. Martin Parish, Louisiana

Being the centerline of a proposed pipeline servitude situated in St. Martin Parish, Louisiana being out of Section 63, T 8 S, R 6 E located on an 11.52 arpent tract of land described in a deed to Earl LeBlanc as recorded in Bk. 831, Folio 812 O.P.R.C.C.S.M.P.L. and the said proposed servitude centerline being described by metes and bounds as follows to-wit:

BEGINNING N 31°59'46" E 901.33 feet from the southwest corner of the aforesaid 11.52 arpent tract of land being on the east boundary line of a tract of land described in a deed to Mitchell Berard as recorded in Bk.1072, Folio 624 O.P.R.C.C.S.M.P.L. being the Point of Entry and having UTM, North Zone 15 coordinates of N 11,005,565.97 and E 2,008,264.54;

THENCE N 77°12'02" E at 205.72 feet the east boundary line of said 11.52 arpent tract of land being on the west boundary line of a tract of land described in a deed to Nellie Louise Dupuis Zimmerman as recorded in C.F. No. 426842 O.P.R.C.C.S.M.P.L. being the Point of Exit having UTM, North Zone 15 coordinate values of N 11,005,611.54 and E 2,008,465.15 from which the southeast corner of same bears S 31°49'27" W 907.27 feet;

This centerline contains 12.47 rods, more or less.

NOTE: This legal description is the result of a survey made on the ground under my direct supervision. The subsequent mapping is the result of that survey made in conjunction with record title information as furnished by others and should not be construed to represent a boundary survey. The coordinates and bearings are referenced to UTM, North Zone 15, North American Datum of 1983 as derived from GPS observations and where applicable the deed calls are made for comparison to grid bearings.

Dwg. No. LA-SM-107.000 shown as Exhibit "A" was prepared in conjunction with this centerline description.

Babcock Eagleton, Inc.



George E. Griffith  
LA PLS 4893  
October 28, 2010

Babcock Eagleton, Inc.  
2900 N Loop West, Suite 1000  
Houston, TX 77092  
713-871-8787

## St. Martin Parish Recording Page

Becky P Patin  
CLERK OF COURT  
P.O. BOX 308  
St. Martinville, LA 70582  
(337) 394-2210

**First VENDOR**

LEBLANC, EARL J

**First VENDEE**

KNOTT, FLOYD J

Index Type : CONVEYANCE

Inst Number : 519460

Type of Document : CASH SALE

Book : 1787

Page : 490

Recording Pages : 3

### Recorded Information

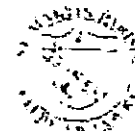
I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Martin Parish, Louisiana

On (Recorded Date) : 06/28/2018

At (Recorded Time) : 3:38:41PM



*Gansee Jones*  
Deputy Clerk



Doc ID - 007492500003

STATE OF LOUISIANA

PARISH OF ST. MARTIN

**CASH SALE**

BE IT KNOWN, that before me, the undersigned authority, Notary Public in and for the above mentioned Parish and State, duly commissioned and qualified as such personally came and appeared:

**EARL J. LEBLANC** (SSN \*\*\*-\*\*-3081), husband of Bessie Serrette, of the full age of majority and a resident of St. Martin Parish, Louisiana, whose mailing address is 2561 Cecilia Senior High School Hwy, Breaux Bridge, Louisiana, 70517, dealing herein with his separate and paraphernal property, hereinafter referred to as SELLER/VENDOR;

who does now by these presents sell, transfer and deliver with full warranty and guaranty of title and free and clear of all encumbrances unto:

**FLOYD J. KNOTT** (SSN \*\*\*-\*\*-7869), husband of Rose Guidry, and the said **ROSE GUIDRY** (SSN \*\*\*-\*\*-0877), both of the full age of majority and residents of St. Martin Parish, Louisiana, whose permanent mailing address is 1094 Bushville Highway, Arnaudville, Louisiana, 70512, hereinafter referred to as PURCHASERS;

present, accepting and purchasing for themselves, their successors and assigns and acknowledging delivery and possession thereof, the following described property, to-wit:

That certain tract or parcel of ground, together with all buildings and improvements thereon and thereunto belonging, with all rights, ways, privileges, servitudes and appurtenances thereof, located in Section 63, Township 8 South, Range 6 East, St. Martin Parish, Louisiana, containing 11.52 arpents (9.76 acres), designated as **PLOT 1-C**, containing such further dimensions and as fully depicted on plat of survey of Fred L. Colomb, Surveyor, dated July 10, 1964, amended July 10, 1979, recorded in Book 796, at page 901, under Entry No. 189308 of the Conveyance Records of St. Martin Parish, Louisiana, and being bounded now or formerly, on the Northeast by the property of Dermellie Calais, on the Southeast, in part by the property of the heirs of Ledel Dupuis, and in part by the property of Alton Huval, on the Northwest by that property designated as PLOT 2-C on the aforementioned plat of survey, and on the Southwest by that property designated as PLOT 1-B on the aforementioned plat of survey or Interstate Highway 10. Being the same property acquired by Earl J. LeBlanc by virtue of Act of Partition recorded in Book 831, Folio 812, under Entry No. 197131 of the conveyance records of St. Martin Parish, Louisiana.

MUNICIPAL ADDRESS OF ABOVE DESCRIBED PROPERTY: None - unimproved

This sale is made and accepted subject to any restrictive covenants, easements, rights of way, mineral reservations or other obligations of ownership recorded in the public records of St. Martin Parish, Louisiana and effecting the hereinabove described property.

Property taxes for year 2017 have been paid. Purchasers assume property taxes for the year 2018 when they become due.

This sale is made and accepted for and in consideration of the sum of **THIRTY TWO THOUSAND AND NO/100 (\$32,000.00) DOLLARS**, cash in hand paid, and for other good and valuable consideration, for which acquittance is herein granted.

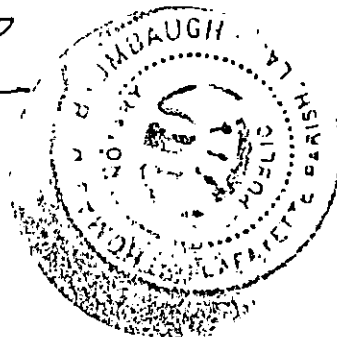
THUS DONE AND SIGNED at St. Martin Parish, Louisiana, on this 21<sup>st</sup> day of June, 2018, in the presence of the undersigned competent witnesses, who sign with Appearers and me, Notary, after due reading of the whole.

WITNESSES:

Randy Devillier  
Randy Devillier  
Larry Devillier  
Larry Devillier

Earl J. LeBlanc  
EARL J. LEBLANC - Seller  
Floyd J. Knott  
FLOYD J. KNOTT - Purchaser

Thomas D. Brumbaugh  
NOTARY PUBLIC  
THOMAS D. BRUMBAUGH  
NOTARY ID #37835



St. Martin Parish Recording Page

Becky P Patin  
CLERK OF COURT  
P.O. BOX 308  
St. Martinville, LA 70582  
(337) 394-2210

First VENDOR

KNOTT, ROSE GUIDRY

First VENDEE

KNOTT, FLOYD J

Index Type : CONVEYANCE

Inst Number : 571124

Type of Document : DONATION & USUFRUCT

Book : 1911

Page : 364

Recording Pages : 14

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Martin Parish, Louisiana.



On (Recorded Date) : 03/14/2024

At (Recorded Time) : 4:34:19PM



*Judy R Cormier*  
Deputy Clerk

Doc ID - 008501510014

ACT OF DONATION

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME, the undersigned authority, Notary Public duly commissioned and qualified in and for the aforesaid Parish and State, before the undersigned competent witnesses and on the date hereinafter mentioned, personally came and appeared:

ROSE GUIDRY (SSN \*\*\*-\*\*-0877), wife of Floyd J. Knott, of the full age of majority and a resident of St. Martin Parish, Louisiana, whose permanent mailing address is 1094 Bushville Highway Arnaudville, Louisiana 70512, and herein represented by Dorsey J. Knott as per that power of attorney, the original of which is attached hereto and made part hereof, hereinafter referred to as DONOR, and

FLOYD J. KNOTT (SSN \*\*\*-\*\*-7869), husband of Rose Guidry, of the full age of majority and a resident of St. Martin Parish, Louisiana, whose permanent mailing address is 1094 Bushville Highway, Arnaudville, Louisiana 70512, hereinafter referred to as DONEE ;

who, after being duly sworn, did depose and state:

That DONOR, ROSE GUIDRY KNOTT, in consideration of the love and affection which she bears for her husband, does by these presence give, grant, alienate, confirm and irrevocably donate to DONEE, FLOYD J. KNOTT, the entirety of her community right, title and interest in and to all of the immovable property shown on Exhibit A attached hereto and made part hereof. This donation is subject to a reservation by DONOR of usufruct for life of buildings and improvements of their home place located at 1094 Bushville Highway, Arnaudville, Louisiana and as well all rights of ingress and egress along Noth Lane connecting said home place to the Bushville Highway.

DONEE, FLOYD J. KNOTT appears herein to accept this donation with gratitude in accordance with the terms and condition thereof, and to acknowledge delivery and possession thereof.

THUS DONE AND SIGNED at Lafayette, Louisiana, in the presence of the undersigned competent witnesses, both of whom sign with appearers and me, Notary, on this 29<sup>th</sup> day of January, 2024, after due reading of the whole.

WITNESSES:

Makine D. Brumbaugh  
Laurin M. Knott  
Laurin M. Knott

ROSE GUIDRY KNOTT, Donor

BY: Dorsey J. Knott  
DORSEY J. KNOTT, Agent  
Floyd J. Knott  
FLOYD J. KNOTT, Donee

Thomas D. Brumbaugh  
NOTARY PUBLIC  
THOMAS D. BRUMBAUGH  
NOTARY ID NO. 37835



**EXHIBIT A**

1. That certain tract of land with all buildings and improvements thereon, situated in St. Martin Parish, Louisiana, on the East side of Bayou Teche, containing 21 arpents, more or less, and bounded, now or formerly, North by Desire Guidry or assigns, South by Paul Blanchard, East by Public Road and West by Bayou Teche; LESS AND EXCEPT: That certain parcel of land, together with all buildings and improvements situated thereon, and appertaining thereto, situated in the Northeast corner of a 21 arpent tract of land, located in Section 37, Township 8 South, Range 5 East, St. Martin Parish, Louisiana, having a frontage of 120 feet on State Highway 374 by a depth between parallel lines of 120 feet, with a rear line of 120 feet and being further described as bounded, now or formerly, as follows: North by Jules Darby Estate; East by State Highway 347; South and West by Margie Dolese Rivette; being the same property donated to Karen Marie Rivette and Jack Joseph Ray by virtue of Entry No. 180163 of the Conveyance records of St. Martin Parish, Louisiana. LESS AND EXCEPT: That certain parcel of ground, with all improvements, situated in Section 37, Township 8 South, Range 5 East, St. Martin Parish, Louisiana, said parcel having a frontage of 100 feet on Louisiana Highway 347 (401) by a depth between parallel lines of 208 feet, with a rear line of 100 feet, and being bounded, now or formerly, as follows: North and West by Margie Dolese Rivette, South by Dorsey Knott, and East by Louisiana Highway 347 (401); being a parcel of ground taken from the southeasterlymost corner of a larger tract of land owned by Margie Dolese Rivette containing 21 arpents, more or less, and acquired by Margie Dolese Rivette as the sole heir of Numa Dolese as per that amended Judgment of Possession recorded under Entry No. 180752 of the Conveyance records of St. Martin Parish, Louisiana, and conveyed to Floyd J. Knott, et ux, by virtue of Entry No. 209827 of the Conveyance records of St. Martin Parish, Louisiana. Being the same property acquired by Floyd J. Knott and Rose Guidry Knott from Margie Dolese Rivette by virtue of Entry No. 210304 of the Conveyance records of St. Martin Parish, Louisiana.

LESS AND EXCEPT: That certain lot or parcel of ground, together with all buildings and improvements situated thereon and all rights, ways, privileges, and servitudes thereunto appertaining and all appurtenances thereof, situated in Section 37, Township 8 South, Range 5 East, Parish of St. Martin, Louisiana, containing 2.652 acres, more or less, measuring 231.45 feet on State Highway 347 (also known as Bushville Highway), designated as PARCEL 1, containing such further dimensions, and as fully shown on plat of survey by Robert L. Wolfe, Jr., Surveyor, dated December 9, 2010, and attached to Entry No. 442724 of the Conveyance Records of St. Martin Parish, Louisiana. Being the same property donated to Bayou Teche Holdings, LLC by virtue of Entry No. 442724, records of St. Martin Parish, Louisiana.

LESS AND EXCEPT: That certain lot or parcel of ground, together with all buildings and improvements situated thereon and all rights, ways, privileges, and servitudes thereunto appertaining and all appurtenances thereof, situated in Section 37, Township 8 South, Range 5 East, Parish of St. Martin, containing 1.433 acres, more or less, measuring 125.11 feet on State Highway 347 (also known as Bushville Highway), designated as TRACT A, containing such further dimensions, and as fully shown on plat of survey by Robert L. Wolfe, Jr., Surveyor, dated December 9, 2010, and attached to Entry No. 442724 of the Conveyance Records of St. Martin Parish, Louisiana. Being the same property donated to Bayou Teche Holdings, LLC by virtue of Entry No. 442724, records of St. Martin Parish, Louisiana.

LESS AND EXCEPT: That certain lot or parcel of ground, together with all buildings and improvements situated thereon and all rights, ways, privileges, and servitudes thereunto appertaining and all appurtenances thereof, situated in Section 37, Township 8 South, Range 5 East, St. Martin Parish, Louisiana, containing and measuring 0.344 acres, more or less, said parcel having a frontage of 120.00 feet on Noth Lane (a private land), with such other dimensions and boundaries as are shown on that plat of survey prepared by Morgan Goudeau & Associates, dated January 31, 2007, the original of which is attached to that Cash Sale sold to Andrew David Spencer-Lee and Erica Ann Bammel Spencer-Lee recorded in Book 1463, Page 417, under Entry No. 397126, records of St. Martin Parish, Louisiana. Being the same property sold to Andrew David Spencer-Lee and Erica Ann Bammel Spencer-Lee by virtue of Entry No. 397126, records of St. Martin Parish, Louisiana.

LESS AND EXCEPT: That certain parcel of ground, together with all buildings and improvements, and all rights, ways, privileges and servitudes thereto appertaining and all appurtenances thereof, situated in Section 37, Township 8 South, Range 5 East, St. Martin Parish, Louisiana, being known and designated as PARCEL A, containing and

measuring 0.527 acres, more or less, said parcel having a frontage of 149.51 feet on Noth Lane (a private lane), with such other dimensions and boundaries as are shown on that current plat of survey prepared by Morgan Goudeau & Associates, dated November 30, 2020, the original of which is attached to that Cash Sale sold to Andrew David Spencer-Lee and Erica Ann Bammel Spencer-Lee recorded in Book 1837, Page 716, under Entry No. 541495, records of St. Martin Parish, Louisiana. Being the same property sold to Andrew David Spencer-Lee and Erica Ann Bammel Spencer-Lee by virtue of Entry No. 541495, records of St. Martin Parish, Louisiana.

MUNICIPAL ADDRESS: 1094 Bushville Highway, Arnaudville, Louisiana 70512

2. A certain tract of land, together with all buildings and improvements thereon, situated in Section 63, Township 7 South, Range 5 East, and Section 37, Township 8 South, Range 5 East, containing 10.27 acres, more or less, and being bounded, now or formerly, as follows: North by property of Dolese; South by property of Blanchard; East by a Public road; and West by Bayou Teche. LESS AND EXCEPT: That lot sold by Edna A. Hinckley, et al to Bernard Letivillier on July 3, 1950, recorded under Entry No. 84875 in Conveyance Book 211, at Page 307, of the records of St. Martin Parish, Louisiana; being the same property acquired by Dufilho Land Development by virtue of Entry No. 206417 of the Conveyance records of St. Martin Parish, Louisiana; being the same property acquired by Floyd J. Knott and Rose Guidry Knott from Dufilho Land Development by virtue of Entry No. ~~284394~~ of the Conveyance records of St. Martin Parish, Louisiana. LESS AND EXCEPT: That certain lot or parcel of ground, together with all buildings and improvements situated thereon and all rights, ways, privileges, and servitudes thereunto appertaining and all appurtenances thereof, situated in Section 37, Township 8 South, Range 5 East, Parish of St. Martin, Louisiana, containing 5.321 acres, more or less, measuring 270.93 feet on Louisiana Highway 347 (also known as Bushville Highway), designated as TRACT C, containing such further dimensions, and as fully shown on plat of survey by Robert L. Wolfe, Jr., Surveyor, dated September 13, 2010, a copy of said plat is attached to that Act of Donation recorded in Conveyance Book 1742, Page 337, under Entry No. 501384, records of St. Martin Parish, Louisiana. Being the same property donated to Karlos Knott by virtue of Entry No. 501384, records of St. Martin Parish, Louisiana. Municipal Address: 1106 Bushville Highway, Arnaudville, Louisiana 70512

MUNICIPAL ADDRESS: 1108 Bushville Highway, Arnaudville, Louisiana 70512

3. That certain lot of ground, together with all buildings and improvements situated thereon, and all rights, ways, privileges, and servitudes thereto appertaining and all appurtenances thereof, situated in Section 48, Township 7 South, Range 6 East, St. Martin Parish, Louisiana, being known and designated as LOT 3 of DAVID MARKS PHASE 2 SUBDIVISION, containing 0.547 acres, more or less, said tracts are shown, depicted and delineated on the plat of survey prepared by Morgan Goudeau & Associates dated January 9, 2012, revised May 22, 2012 and recorded May 25, 2012 in Conveyance Book 1620, Page 57, under Entry No. 455908 of the Conveyance Records of St. Martin Parish, Louisiana.

MUNICIPAL ADDRESS: (unimproved property) North Portage Road, Arnaudville, Louisiana 70512

4. That certain tract or parcel of land, together with all buildings and improvements situated thereon, and all rights, ways, privileges, and servitudes thereto appertaining and all appurtenances thereof, situated in Section 48, Township 7 South, Range 6 East, St. Martin Parish, Louisiana, containing and measuring 4.242 acres, more or less, having such dimensions and boundaries as shown on that plat of survey prepared by C & R Land Surveying, LLC, dated August 11, 2023, a copy of which is attached to Entry No. 567048, Book 1900, Page 795, of the records of St. Martin Parish, Louisiana, whereon said plat of survey the herein described property is shown and designated as TRACT 11-B-A-9-8.

MUNICIPAL ADDRESS: (unimproved property) Charles Marks Road, Arnaudville, Louisiana 70512

5. That certain parcel or tract of ground, together with all buildings and improvements situated thereon, and all rights, ways, privileges, and servitudes thereto appertaining and all appurtenances thereof, situated in Section 48, Township 7 South, Range 6 East, St. Martin Parish, Louisiana, being known and designated as TRACT B-1-C, containing 3.20 acres, more or less, said tract is shown, depicted and delineated on the plat of survey prepared by C & R Land Surveying, LLC, Kappy Cullum, PLS 5013, dated September 10, 2019, revised September 30, 2019, the original of which is attached to credit sale recorded under Entry No. 531012, Bk 1815,

Pg 232, records of St. Martin Parish, Louisiana. Being the same property acquired by Floyd J. Knott and Rose Guidry Knott from Sherman J. Calais and Mary Collins Calais by virtue of Dation En Paiement recorded under Entry No. 557226, records of St. Martin Parish, Louisiana.

MUNICIPAL ADDRESS: (unimproved property) N. Portage Highway, Arnaudville, Louisiana 70512

6. That certain parcel or tract of ground, together with all buildings and improvements situated thereon, and all rights, ways, privileges, and servitudes thereto appertaining and all appurtenances thereof, situated in Section 48, Township 7 South, Range 6 East, St. Martin Parish, Louisiana, being known and designated as TRACT B-1-E, containing 19.696 acres, more or less, said tract is shown, depicted and delineated on the plat of survey prepared by C & R Land Surveying, LLC, Kappy Cullum, PLS 5013, dated June 8, 2021, the original of which is recorded of even date herewith, records of St. Martin Parish, Louisiana.

MUNICIPAL ADDRESS: (unimproved property) N. Portage Highway, Arnaudville, Louisiana 70512

7. That certain parcel of ground, together with all buildings and improvements, situated in Section 48, Township 7 South, Range 6 East, St. Martin Parish, Louisiana, being known and designated as LOT 6, with such other dimensions and boundaries as are shown on that certain plat of survey prepared by Alfred Fuselier, Registered Land Surveyor, dated November 11, 1993, a copy of which is attached to Entry No. 275799 of the Conveyance Records of St. Martin Parish, Louisiana. Being the same property acquired by Floyd J. Knott and Rose Guidry Knott from Jamie Tomblin Hebert by virtue of Entry No. 545511, records of St. Martin Parish, Louisiana. MUNICIPAL ADDRESS: 1025 Bernard Lane, Arnaudville, Louisiana 70512

8. That certain tract or parcel of land, together with all buildings and improvements thereon, situated in Section 48, Township 7 South, Range 6 East, St. Martin Parish, Louisiana, having dimensions of 50' x 455', more or less, and being the remainder of that 12.74 acres identified as LOT D on a plat of survey by Irvin L. Deranger, dated January 15, 1985, a copy of which plat is attached to and recorded under Entry No. 230408 of the conveyance records of St. Martin Parish, Louisiana. Being a portion of the same property acquired by Franzeska Marks, Marcolby David Marks and Storm Todd Thomas Marks by Donation Inter Vivos from David Marks, recorded March 17, 1994, under Act No. 271024, records of St. Martin Parish, Louisiana. Being a portion of the same property acquired by Floyd J. Knott and Rose Guidry Knott from Franzeska Marks and Marcolby David Marks by virtue of Cash Sale recorded under Entry No. 446990, records of St. Martin Parish, Louisiana.

MUNICIPAL ADDRESS: (unimproved property) ~~N. Portage Highway~~ **LEBLANC LANE**, Arnaudville, Louisiana 70512

9. That certain lot or parcel of ground, together with all easements, rights, appurtenances, buildings and improvements thereon or thereunto belonging, situated in Section 48, Township 7 South, Range 6 East, Parish of St. Martin, Louisiana, containing 0.492 acres, more or less, being known and designated as PLOT 4A, as shown on a plat of survey prepared by Clarence Thibodeaux, RLS, dated November 7, 2003, a copy of which is attached to Act No. 387079, COB 1439, Page 312, records of St. Martin Parish, Louisiana; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property; being the same property acquired by Floyd J. Knott and Rose Guidry Knott from Fannie Mae a/k/a Federal National Mortgage Association by virtue of Special Warranty Deed recorded under Entry No. 452723, records of St. Martin Parish, Louisiana.

MUNICIPAL ADDRESS: 1029 Regis Lagrange Road, Arnaudville, Louisiana 70512

- 10.a. That certain tract or parcel of ground, together with all buildings and improvements thereon, and all the rights, ways, privileges, servitudes, and appurtenances thereunto appertaining, situated in Section 63, Township 8 South, Range 6 East, St. Martin Parish, Louisiana, containing 44.30 acres, more or less, and being designated as TRACT 4 on that plat of survey prepared by Clarence Thibodeaux & Associates, Inc., dated August 15, 1983, a copy of which is recorded under Entry No. 218581 of the Conveyance Records of St. Martin Parish, Louisiana.
- b. All rights, title and interests in and to that certain 60' Missouri Pacific Railroad Right of Way running along the westerly property line as shown on that plat of survey prepared by Clarence Thibodeaux & Associates, Inc., dated August 15, 1983, a copy of which is recorded under Entry No. 218581 of the Conveyance Records of St. Martin Parish, Louisiana.

Being the same property acquired from Katherine Maria Elena Cordova by virtue of Entry No. 425403, records of St. Martin Parish, Louisiana.

11. That certain tract of land, together with all buildings and improvements situated thereon, and all rights, ways, privileges, and servitudes thereto appertaining and all appurtenances thereof, situated in the Fifth Ward of St. Martin Parish, Louisiana, in Section 63, Township 8 South, Range 6 East, containing 18 arpents, more or less (sometimes referred to as containing 16 acres, more or less), and bounded, now or formerly, on the North by J. E. Broussard, South by Melvin Dupuis Road, East by Bertha Dupuis Huval, and West by Madeline Melancon. Being the identical property acquired by Paulin Usie from Hayes, per Deed dated recorded August 17, 1926, in Book 93, Folio 281, under Entry No. 47577 of the Conveyance Records of St. Martin Parish, Louisiana. For title, see COB 480, Folio 397, No. 125770; LESS AND EXCEPT those parcels sold out to the State of Louisiana and the Department of Highways of the State of Louisiana for Interstate 10 recorded under Entry Number 138719 in the Conveyance Records of St. Martin Parish, Louisiana. Being the same property acquired by Floyd J. Knott and Rose Guidry Knott from Dwayne Jude Usie by virtue of Entry No. 477768, records of St. Martin Parish, Louisiana.
12. That certain tract of land, together with all buildings and improvements thereon and thereunto belonging, with all rights, ways, privileges, servitudes and appurtenances thereunto belonging, situated in Section 63, Township 8 South, Range 6 East, Fifth Ward, East Side of Bayou Teche, St. Martin Parish, Louisiana, containing 20.27 arpents, more or less, designated as TRACT 3-B, encircled by the letters "J", "K", "L", "M", "N", "O", "U", and "S" containing such dimensions as fully depicted on that plat of survey by Fred L. Colomb, Surveyor, dated July 14, 1972, recorded in Book 99, at Page 648, under Entry No. 214817 of the Conveyance records of St. Martin Parish, Louisiana, and being bounded on the Northeast by the property of Dermellie Calais; on the Northwest by the property designated as Tract 4-B on the aforementioned plat of survey; and on the Southwest by the public road located along the Northeast line of Interstate Highway 10. Being the same property acquired by Floyd J. Knott and Rose Guidry from John Douglas Courville by virtue of Cash Sale recorded under Entry No. 519424, and by virtue of Cash Sale from James Ray Courville, Jr. recorded under Entry No. 495834, both of the records of St. Martin Parish, Louisiana.
13. That certain tract or parcel of ground, together with all buildings and improvements thereon and thereunto belonging, with all rights, ways, privileges, servitudes and appurtenances thereof, located in Section 63, Township 8 South, Range 6 East, St. Martin Parish, Louisiana, containing 11.52 arpents (9.76 acres), designated as PLOT 1-C, containing such further dimensions and as fully depicted on plat of survey of Fred L. Colomb, Surveyor, dated July 10, 1964, amended July 10, 1979, recorded in Book 796, at page 901, under Entry No. 189308 of the Conveyance Records of St. Martin Parish, Louisiana, and being bounded now or formerly, on the Northeast by the property of Dermellie Calais, on the Southeast, in part by the property of the heirs of Ledel Dupuis, and in part by the property of Alton Huval, on the Northwest by that property designated as PLOT 2-C on the aforementioned plat of survey, and on the Southwest by that property designated as PLOT 1-B on the aforementioned plat of survey or Interstate Highway 10. Being the same property acquired by Floyd J. Knott and Rose Guidry Knott from Earl J. LeBlanc by virtue of Cash Sale recorded under Entry No. 519460, records of St. Martin Parish, Louisiana.
14. The eastern one-half, determined by bisecting along a line to be drawn parallel to its eastern and western boundaries, of that certain tract or parcel of land together with all rights, ways, privileges and servitudes thereto appertaining and all appurtenances thereof, situated in Section 63, Township 8 South, Range 6 East, Fifth Ward, East side of Bayou Teche, Parish of St. Martin, Louisiana, containing 11.93 arpents and delineated as "Plot 2C, 11.93 Arp., 'KPRLK'" and having the dimensions, configuration and adjacent land owners as set forth on that certain plat of survey prepared by Fred L. Colomb, Registered Surveyor, dated July 10, 1964 and amended July 10, 1979 and thereafter recorded in Conveyance Book 796, Folio 901, under Entry Number 189308 of the records of St. Martin Parish, Louisiana, and being further identified as that portion of property situated North of Interstate 10 acquired by Alice Berard Bellows by judgment of possession dated August 6, 1979 and filed of record on that same date in Conveyance Book 798, Folio 141, under Entry Number 189609 of the records of St. Martin Parish, Louisiana. Being the same property acquired by Floyd J. Knott and Rose Guidry Knott from Mitchell Berard by virtue of Cash Sale recorded under Entry No. 520691, records of St. Martin Parish, Louisiana.
15. The western one-half, determined by bisecting along a line to be drawn parallel to its eastern and western boundaries, of that certain tract or parcel of land together with all rights, ways, privileges and servitudes thereto appertaining and all appurtenances thereof, situated in Section 63, Township 8 South, Range 6 East, Fifth Ward, East side of Bayou Teche, Parish of St. Martin,

Louisiana, containing 11.93 arpents and delineated as “Plot 2C, 11.93 Arp., ‘KPRLK’” and having the dimensions, configuration and adjacent land owners as set forth on that certain plat of survey prepared by Fred L. Colomb, Registered Surveyor, dated July 10, 1964 and amended July 10, 1979 and thereafter recorded in Conveyance Book 796, Folio 901, under Entry Number 189308 of the records of St. Martin Parish, Louisiana, and being further identified as that portion of property situated North of Interstate 10 acquired by Alice Berard Bellows by judgment of possession dated August 6, 1979 and filed of record on that same date in Conveyance Book 798, Folio 141, under Entry Number 189609 of the records of St. Martin Parish, Louisiana. Being the same property acquired by Floyd J. Knott and Rose Guidry Knott from The Dupuis Family Trust, et al by virtue of Cash Sale recorded under Entry No. 520692, records of St. Martin Parish, Louisiana.

16. That certain tract or parcel of land, together with all rights, ways, privileges and servitudes thereto appertaining and all appurtenances thereof, situated in Section 63, Township 8 South, Range 6 East, Fifth Ward, East side of Bayou Teche, Parish of St. Martin, Louisiana, containing 16.08 arpents, measuring one hundred forty-six (146) feet on the public road, its Southwestern line, designated as Plot 3, containing such further dimensions and as fully depicted on plat of survey by Fred L. Colomb, Surveyor, dated July 10, 1964, amended July 10, 1979, recorded in Book 796, at Page 901, under Entry No. 189308 of the Conveyance Records of St. Martin Parish, Louisiana, and being bounded, now or formerly, on the Northeast by the property of Dermellie Calais, on the Southeast by that property designated as Plot 2 on the aforementioned plat of survey, on the Northwest by the property of Bertha Dupuis Huval, and on the Southwest by public road. LESS AND EXCEPT: portion thereof conveyed by virtue of Order of Expropriation dated June 15, 1967, recorded in Book 574, at Page 44, under Entry No. 139891 of the Conveyance Records of St. Martin Parish, Louisiana. Being the same property acquired by Floyd J. Knott and Rose Guidry Knott from The Dupuis Family Trust, et al by virtue of Cash Sale recorded under Entry No. 520692, records of St. Martin Parish, Louisiana.
17. 

1. An undivided thirty-six (36%) percent interest in a certain tract or parcel of ground, together with all buildings and improvements situated thereon, situated in Section 10, 11, and 12, Township 15 South, Range 11 West, Cameron Parish, Louisiana, being identified as Lots 3 and 4 of Block 5 of Unit 3 of Holly Beach Subdivision, Cameron Parish, Louisiana.

2. An undivided fifty (50%) percent interest in a certain tract or parcel of ground, together with all buildings and improvements situated thereon, situated in Section 10, 11, and 12, Township 15 South, Range 11 West, Cameron Parish, Louisiana, being identified as Lots 59 and 60 of Block 5 of Unit 3 of Holly Beach Subdivision, Cameron Parish, Louisiana.

convenient or proper in order to exercise any of the powers described in this document and to incur reasonable costs in the exercise of any such powers and, in conjunction therewith, to render bills for all costs incurred in the exercise of the powers granted in this document to any trustee of any trust for the benefit of Principal; (F) To the maximum extent permitted by law, Principal hereby releases and forever discharges Agent from all liability and from all claims or demands of all kinds arising out of the acts of or omissions of Agent relating to this power of attorney, except for willful misconduct or gross negligence by Agent; and (G) If any part of any provision of this document shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this document.

**THUS DONE AND PASSED** at Breaux Bridge, St. Martin Parish, Louisiana, on the date first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names as such, with the Principal and the undersigned Notary Public.

WITNESSES:

*Maxine D. Brumbaugh*  
Maxine D. Brumbaugh  
*Randy Deutinger*  
Randy Deutinger

*Rose Guidry Knott*  
ROSE GUIDRY KNOTT, Principal

*Thomas D. Brumbaugh*  
NOTARY PUBLIC  
THOMAS D. BRUMBAUGH  
NOTARY ID NO. 37833

## LED Partial Title Abstract

### St. Martin Parish

Henderson I-10 Site

Parcel Number 0520001327

Assessment Number 1397647

### The Eastern ½ of Plot 2C in Sec.63 T8S, R6E

Dates Researched: 1960 to March 4, 2026

#### Current Ownership:

Floyd J. Knott - 100%

1094 Bushville Hwy.

Arnaudville, LA 70512

| Instrument 1                    | Servitude                                   |
|---------------------------------|---------------------------------------------|
| Entity Acquiring Property       | United Gas Pipe Line company                |
| Owner of Property when Acquired | Elina Dupuis Berard                         |
| File Number                     | 116873                                      |
| Acreage/Lot #                   | See document                                |
| Location                        | Sec. 63 T8S R6E                             |
| Date Acquired/Recorded          | 12/16/1960                                  |
| Notes:                          | Same property?                              |
|                                 |                                             |
| Instrument 3                    | Order of Expropriation                      |
| Entity Acquiring Property       | State of Louisiana – Department of Highways |
| Owner of Property when Acquired | Elina Dupuis Berard                         |
| File Number                     | 139891                                      |
| Acreage/Lot #                   | Parcels 25-11 and 27-2                      |
| Location                        | Sec. 63 T8S R6E                             |
| Date Acquired/Recorded          | 6/16/1967                                   |
| Notes:                          |                                             |
|                                 |                                             |
| Instrument 4                    | Plat                                        |
| Entity Acquiring Property       | Elina Dupuis Berard                         |
| Owner of Property when Acquired | Elina Dupuis Berard                         |
| File Number                     | 189308                                      |
| Acreage/Lot #                   | Plot 2C                                     |
| Location                        | Sec. 63 T8S R6E                             |
| Date Acquired/Recorded          | 7/16/1979                                   |
| Notes:                          | Partition of Tracts 1 of 2 Tracts           |
|                                 |                                             |
| Instrument 5                    | Judgment of Possession                      |
| Entity Acquiring Property       | Alice Berard                                |
| Owner of Property when Acquired | Elina Dupuis Berard                         |
| File Number                     | 189609                                      |
| Acreage/Lot #                   | Plot 2                                      |

|                                        |                                                 |
|----------------------------------------|-------------------------------------------------|
| Location                               | Sec. 63 T8S R6E                                 |
| Date Acquired/Recorded                 | 8/6/1979                                        |
| Notes:                                 |                                                 |
|                                        |                                                 |
| <b>Instrument 6</b>                    | <b>Right of Passage</b>                         |
| <b>Entity Acquiring Property</b>       | <b>Alice Berard, et al</b>                      |
| <b>Owner of Property when Acquired</b> | <b>Alice Berard, et al</b>                      |
| File Number                            | 197304                                          |
| Acreage/Lot #                          | Plot 1C, 2C, 3C, 2B                             |
| Location                               | Sec. 63 T8S R6E                                 |
| Date Acquired/Recorded                 | 02/23/1981                                      |
| Notes:                                 |                                                 |
|                                        |                                                 |
| <b>Instrument 7</b>                    | <b>Servitude Agreement</b>                      |
| <b>Entity Acquiring Property</b>       | <b>Gulf State Utilities Company</b>             |
| <b>Owner of Property when Acquired</b> | <b>Alice Berard Bellows</b>                     |
| File Number                            | 226331                                          |
| Acreage/Lot #                          | Plot 2C                                         |
| Location                               | Sec. 63 T8S R6E                                 |
| Date Acquired/Recorded                 | 2/11/1985                                       |
| Notes:                                 | Plat Attached                                   |
|                                        |                                                 |
| <b>Instrument 8</b>                    | <b>Judgment of Possession</b>                   |
| <b>Entity Acquiring Property</b>       | <b>Mitchell Berard and Bertha Berard Dupuis</b> |
| <b>Owner of Property when Acquired</b> | <b>Alice Berard Bellows</b>                     |
| File Number                            | 246324                                          |
| Acreage/Lot #                          | Plot 2                                          |
| Location                               | Sec. 63 T8S R6E                                 |
| Date Acquired/Recorded                 | 7/1/1988                                        |
| Notes:                                 |                                                 |
|                                        |                                                 |
| <b>Instrument 9</b>                    | <b>Act of Partition</b>                         |
| <b>Entity Acquiring Property</b>       | <b>Mitchell Berard</b>                          |
| <b>Owner of Property when Acquired</b> | <b>Mitchell Berard and Bertha Berard Dupuis</b> |
| File Number                            | 246325                                          |
| Acreage/Lot #                          | Eastern ½ of Plot 2C                            |
| Location                               | Sec. 63 T8S R6E                                 |
| Date Acquired/Recorded                 | 7/1/1988                                        |
| Notes:                                 |                                                 |
|                                        |                                                 |
| <b>Instrument 10</b>                   | <b>Right of Way Servitude Agreement</b>         |
| <b>Entity Acquiring Property</b>       | <b>Air Products and Chemicals, Inc.</b>         |
| <b>Owner of Property when Acquired</b> | <b>Mitchell Berard</b>                          |
| File Number                            | 441120                                          |
| Acreage/Lot #                          | Eastern ½ of Plot 2C                            |
| Location                               | Sec. 63 T8S R6E                                 |
| Date Acquired/Recorded                 | 12/10/2010                                      |



|                                        |                                          |
|----------------------------------------|------------------------------------------|
| Notes:                                 | Map Attached                             |
|                                        |                                          |
| <b>Instrument 11</b>                   | <b>Sale</b>                              |
| <b>Entity Acquiring Property</b>       | <b>Floyd Knott and Rose Guidry Knott</b> |
| <b>Owner of Property when Acquired</b> | <b>Mitchell Berard</b>                   |
| File Number                            | 520691                                   |
| Acreage/Lot #                          | Eastern ½ of Plot 2C                     |
| Location                               | Sec. 63 T8S R6E                          |
| Date Acquired/Recorded                 | 8/16/2018                                |
| Notes:                                 |                                          |
|                                        |                                          |
| <b>Instrument 12</b>                   | <b>Donation</b>                          |
| <b>Entity Acquiring Property</b>       | <b>Floyd Knott</b>                       |
| <b>Owner of Property when Acquired</b> | <b>Rose Guidry Knott</b>                 |
| File Number                            | 571124                                   |
| Acreage/Lot #                          | Eastern ½ of Plot 2C                     |
| Location                               | Sec. 63 T8S R6E                          |
| Date Acquired/Recorded                 | 3/14/2024                                |
| Notes:                                 | Item 14. Shown in document               |
|                                        |                                          |

#### Mortgages/Liens

|                             |         |
|-----------------------------|---------|
| <b>Mortgage Certificate</b> | Unknown |
|-----------------------------|---------|

#### Maps/Plats Provided

|                           |             |
|---------------------------|-------------|
| <b>Map showing Plot 2</b> | File 189308 |
| <b>Drainage Servitude</b> | File 441120 |
| <b>Servitude</b>          | File 226331 |

#### Ownership Names Researched

|                      |                         |
|----------------------|-------------------------|
| <b>Name</b>          | <b>Dates Researched</b> |
| Elina Dupuis Berard  | 1960 to August 1979     |
| Alice Berard         | 1979 to July 1988       |
| Mitchell Berard      | 1988 to August 2018     |
| Bertha Berard Dupuis | 1988 to July 1988       |
| Floyd J. Knott       | 2018 to Present         |
| Rose Guidry Knott    | 2018 to Present         |

### Tax Information

|                    |                                  |
|--------------------|----------------------------------|
| Parish             | St. Martin Parish                |
| Tax Year           | 2025                             |
| Assessed Ownership | Floyd J. Knott                   |
| Assessment Number  | 1397647<br>Parcel No. 0520001327 |
| Municipal Address  | N/A                              |

# St. Martin Parish

## Assessor / Assesseeur

Todd Dugas, CCA

### Parcel Report

**ASSESSMENT LISTING**  
as of 4:30PM  
Monday, February 9, 2026

[Return to Main Search Page](#)

[View Parcel on Map](#)

**Parcel # :** 0520001327

**Owner # :** 1397647

**Owner's Name & Address**

**Property Address :**

**SubDivision :**

KNOTT, FLOYD J.

0

1094 BUSHVILLE HWY  
ARNAUDVILLE, LA 70512

**Percent Ownership :** 100%

**S/T/R :**

S063-T08S-R06E

**Property Description:**

**Ward:**

**Tax Dist:**

**Lot Size (Acres):**

LOT: 5.96 AC:  
LEBLANC, PLOT  
1C, I-10, W/2 OF  
PLOT 2C (BEING  
THE E/2 OF PLOT  
2C)COB: 1072-  
620-246324 1790-  
412-520691 1911-  
364-571124

5E

5M

5.96

| Class Description | Quantity | Value | Total Homestead Credit |
|-------------------|----------|-------|------------------------|
| AG LAND III       | 6        | 170   | 0                      |

**Total Assd Value of Parcel:**

170

**Percent Ownership (100%) of  
Assd Value:**

170

**This Owner's Homestead  
Credit:**

0

**Owner's Taxable Value:**

170

| Tax Type | Total Millage | Tax Before Credit | Homestead Credit | Tax Due |
|----------|---------------|-------------------|------------------|---------|
| Parish   | 93.24         | \$15.84           | \$0.00           | \$15.84 |

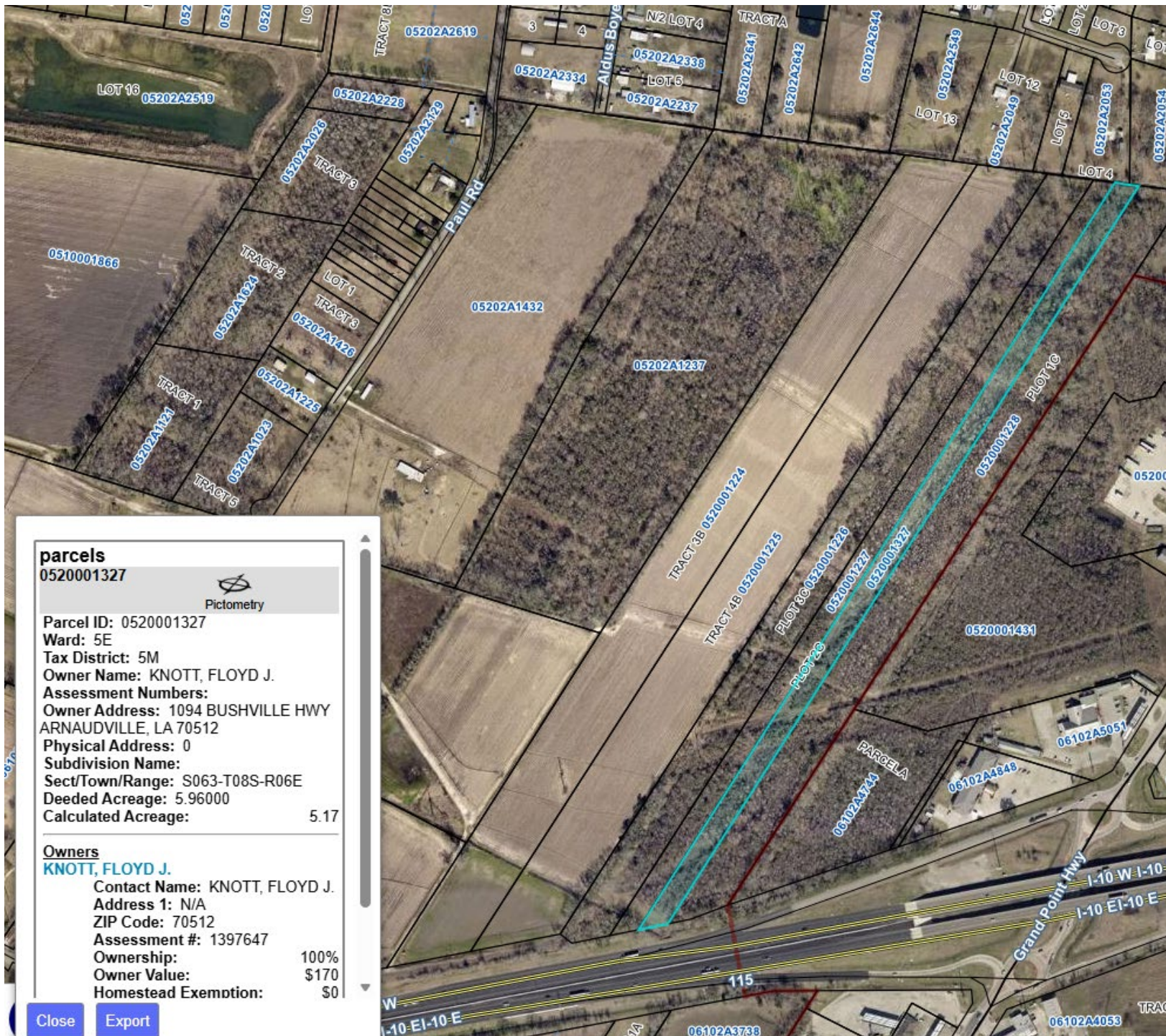
Owner Info:

| Assessment Number | Parcel Number | Taxpayer Name   | Contact Name/Address1 | Taxpayer Address2 | Taxpayer Address3 | Taxpayer City/State   | Parcel Subdivision Name | Parcel Sec/Tnshp/Rng | Parcel Address |
|-------------------|---------------|-----------------|-----------------------|-------------------|-------------------|-----------------------|-------------------------|----------------------|----------------|
| 1397647           | 0520001327    | KNOTT, FLOYD J. | 1094 BUSHVILLE HWY    | N/A               | N/A               | ARNAUDVILLE, LA 70512 |                         | S063-T08S-R06E       | 0              |

[Back to Master table](#)

| Tax District         | Millage | Parish/City | Millage | Total Tax Before Homestead | Homestead Credit | Taxpayer Tax |
|----------------------|---------|-------------|---------|----------------------------|------------------|--------------|
| GEN. PARISH TAX      | 2.09    | P           |         | \$0.36                     | \$0.00           | \$0.36       |
| PARISH WIDE BOND FD  | 4.4     | P           |         | \$0.75                     | \$0.00           | \$0.75       |
| ROAD MAINT. TAX      | 3.41    | P           |         | \$0.58                     | \$0.00           | \$0.58       |
| HEALTH UNIT TAX      | 2.46    | P           |         | \$0.42                     | \$0.00           | \$0.42       |
| FIRE DEPT. MAINT.    | 5.34    | P           |         | \$0.91                     | \$0.00           | \$0.91       |
| LIBRARY TAX          | 3.67    | P           |         | \$0.62                     | \$0.00           | \$0.62       |
| LIBRARY TAX          | 3.6     | P           |         | \$0.61                     | \$0.00           | \$0.61       |
| COURTHOUSE TAX       | 1.96    | P           |         | \$0.33                     | \$0.00           | \$0.33       |
| DRAINAGE TAX         | 4.83    | P           |         | \$0.82                     | \$0.00           | \$0.82       |
| REC. & OPER. TAX     | 0.96    | P           |         | \$0.16                     | \$0.00           | \$0.16       |
| IND. PARK MAINT. TAX | 1.42    | P           |         | \$0.24                     | \$0.00           | \$0.24       |
| SCHOOL DIST. BONDS   | 21.5    | P           |         | \$3.66                     | \$0.00           | \$3.66       |
| REG. SCH. CONST.     | 2.28    | P           |         | \$0.39                     | \$0.00           | \$0.39       |
| SPECIAL SCHOOL MAINT | 7.44    | P           |         | \$1.26                     | \$0.00           | \$1.26       |
| SPECIAL SCHOOL OPER. | 1.49    | P           |         | \$0.25                     | \$0.00           | \$0.25       |
| TECHE-VERM. F/W DIST | 1.42    | P           |         | \$0.24                     | \$0.00           | \$0.24       |
| STM LAW ENF DIST     | 9.97    | P           |         | \$1.69                     | \$0.00           | \$1.69       |
| STM LAW ENF DIST     | 7.94    | P           |         | \$1.35                     | \$0.00           | \$1.35       |
| STM ASSESSMENT DIST  | 3.17    | P           |         | \$0.54                     | \$0.00           | \$0.54       |
| ATCH LEVEE DIST      | 3.89    | P           |         | \$0.66                     | \$0.00           | \$0.66       |
| Total: \$15.84       |         |             |         | Total: \$0.00              | Total: \$15.84   |              |









315

315

NS 61

116873

RECORDED

FORM 56-2019 (1-1) Louisiana Transmission

ER 1-8543

RECORDED IN CONVEYANCE

1969 DEC 16 W 9:14

BOOK 421 FOLIO 315

THE STATE OF Louisiana  
Parish of St. Martin  
County of St. Martin

*William B. Duval*  
DEPUTY CLERK OF COURT  
PARISH OF ST. MARTIN, LA.

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of THIRTY-THREE AND NO/100 ( \$33.00 )

Dollars to the undersigned (herein styled Grantor, whether one or more) paid, the receipt of which is hereby acknowledged, the said Grantor does hereby Grant and Convey unto UNITED GAS PIPE LINE COMPANY (herein styled Grantee), its successors and assigns, a right of way and easement to construct, maintain, operate, repair, replace, change the size of and remove pipe lines and appurtenances thereto, and to construct, maintain, operate, repair, replace and remove, in connection with the conduct of its business, telephone and power lines, electrical protection units and appurtenances thereto, including the necessary poles, guy wires, anchors and ground beds, over and through the following described lands situated in St. Martin Parish, State of Louisiana

to-wit:

50 acres, more or less, in Sec. 63, T8S-R6E, bounded North by Leon Troclair and Dermelie Calais, East by Melvin Dupuis and Ledell Dupuis, South by Estate of Lezin Landry and Estate of Armand McIncon; West by Bertha D. Huval

more fully described in deed from Heirs of Beauregard Dupuis  
Elina Dupuis Berard, dated 11/19/19 recorded in Volume 85  
Page 41737, Deed Records of said Parish, to which reference is here made for further description.

The right of way herein granted shall be of an initial width of sixty (60') feet except where ground beds may require a greater width.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, so long as the rights and easements herein granted, or any of them, shall be used by, or useful to, Grantee for the purposes herein granted, with ingress to and egress from the premises, for the purposes of constructing, inspecting, repairing, maintaining, and replacing the property of Grantee herein described, and the removal of same at will, in whole or in part.

The said Grantor is to fully use and enjoy the said premises, except for the purposes herein granted to the said Grantee and provided the said Grantor shall not construct or maintain, nor permit to be constructed or maintained, any house, structures or obstructions, on or over, or that will interfere with the maintenance or operation of any pipe line or appurtenances constructed hereunder, will not change the grade over such pipe line, and will not plant trees on said right of way. There is also granted unto the Grantee, its successors and assigns, the right at its sole option to clear and keep clear, the land utilized by Grantee, of all timber, trees, undergrowth and other

116873

59

316

316

obstructions which might interfere with the construction or maintenance of said pipe lines, telephone and power lines, or endanger same. Grantee hereby agrees to bury all pipes and electrical protection ground beds to a depth of not less than twenty-four (24") inches below the surface of the soil, and to pay any damages which may arise to growing crops, fences or timber from the construction, maintenance and operation of said pipe, telephone and power lines, and electrical protection units; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee, and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive. Should more than one pipe line be laid under this grant at any time, a sum equal to that paid for this right of way, exclusive of the amount paid by Grantee to Grantor as damages to growing crops, fences or timber in connection with the first pipe line constructed hereunder, shall be paid for each additional line so constructed, with the understanding that the width of the right of way hereby granted shall thereupon be increased by an additional width of sixty (60') feet, for construction, maintenance, operation, repair, replacement, changing the size of and removal of such additional facilities. In addition to such payment, Grantee shall pay to Grantor for each such additional line, any damages which may arise to growing crops, fences or timber from the construction, maintenance and operation of such additional facilities.

No sale or division of the lands hereinabove described shall increase or change the rights and obligations of the Grantee hereunder, and any subsequent owner or owners of said lands shall be substituted for and in place of Grantor herein.

It is hereby understood that the party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the 5 day of December, 1960.

Signed and delivered in the presence of the undersigned witnesses:

William H. Fuqua  
Witness

Her  
Elina Dupuis Berard  
Mark

THE STATE OF LOUISIANA  
PARISH OF ST. LANDRY

Before me, the undersigned authority, on this day appeared WILLIAM H. FUQUA

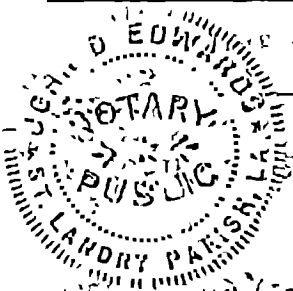
who being duly sworn, deposed and said:

That he was one of the subscribing witnesses to the above and foregoing instrument, that said instrument was executed by the grantor therein.

ELINA DUPUIS BERARD, in his presence and in the presence of the other subscribing witness on the date thereof.

William H. Fuqua  
(Signature of Subscribing Witness)  
William H. Fuqua

Sworn to and subscribed before me this 6th day of December, A.D. 1960.



John D. Edwards  
Notary Public in and for  
St. Landry Parish, Louisiana

39811

60  
39813





RECORDED

139891

RECORDED IN CONVEYANCE  
BOOK 584 FOLIO 44

'67 JUN 16 AM 11:28  
*James A. Hunt*  
DEPUTY CLERK OF COURT  
PARISH OF ST. MARTIN, LA.

139891

STATE OF LOUISIANA, THROUGH  
THE DEPARTMENT OF HIGHWAYS,

NUMBER 21626

VS.

16TH JUDICIAL DISTRICT COURT

ELINA DUPUIS BERARD

PARISH OF ST. MARTIN  
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 Five Thousand One Hundred Sixty-seven and No/100 Dollars (\$5,167.00).

AND IT IS HEREBY FURTHER ORDERED that the full ownership of the tracts or parcels of land described hereinafter as Parcels No. 25-11 and 27-2, subject to the reservation in perpetuity in favor of Elina Dupuis Berard, 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, together with the full ownership of the improvements situated wholly or partially thereon, is expropriated and taken for highway purposes as of the time of such deposit, according to law, for Lafayette-Lenora Highway, and its appurtenances on State Route La I-10, being State Project No. 450-06-07, Federal Aid Project No. I-10-2(28)110, a controlled access facility with no right of access to, from or across said facility to or from abutting lands except at designated points at which access is permitted upon the terms and conditions specified from time to time and upon the service, frontage or access roads provided, said tracts or parcels of land being described as follows, to-wit:

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Two (2) certain tracts or parcels of land, together with all of the improvements situated wholly or partially thereon and all rights, ways, privileges, servitudes, and advantages thereunto belonging or in anywise appertaining, situated in the Southwest Quarter of Section 63, Township 8 South, Range 6 East, Southwestern Land District, St. Martin Parish, Louisiana, designated as Parcels No. 25-11 and 27-2 on a right of way map by T. J. Martin, Registered Professional Engineer, dated September 1, 1965, a copy of which map is annexed to and made a part of the above numbered and entitled suit, which tracts or parcels of land are more particularly described in accordance with said map, as follows, to-wit:

PARCEL NO. 25-11:

Commence at a point which is North 32 degrees 47 minutes 44 seconds East a distance of 483.01 feet from an one inch pipe marking the most Westerly corner of the defendant's property on the Northeasterly right of way line of a local road; from said point of beginning continue North 32 degrees 47 minutes 44 seconds East along the Northwest boundary of the defendant's property a distance of 453.91 feet to a point and corner; thence proceed South 57 degrees 30 minutes 50 seconds East traversing the defendant's property a distance of 43.94 feet to a point and corner; thence North 79 degrees 25 minutes 56 seconds East traversing the defendant's property a distance of 400 feet to a point and corner; thence North 73 degrees 43 minutes 18 seconds East traversing the defendant's property a distance of 150.08 feet to a point and corner; thence South 32 degrees 22 minutes 19 seconds West along the Southeast boundary of the defendant's property a distance of 430.20 feet to a point and corner; thence South 79 degrees 25 minutes 56 seconds West traversing the defendant's property a distance of 600.05 feet to the point of beginning.

PARCEL NO. 27-2:

Commence at a point which is South 22 degrees 26 minutes 31 seconds West a distance of 655.91 feet from a 3/4 inch iron pipe marking the Northwest corner of the defendant's property from said point of beginning proceed along the arc of a curve (the radius of which curve is 22,768.32 feet and the long chord of which bears North 76 degrees 06 minutes 06 seconds East, 667.55 feet) a distance of 667.57 feet

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to a point and corner; thence proceed South 22 degrees 30 minutes 11 seconds West along the Southeast boundary of the defendant's property a distance of 429.95 feet to a point and corner; thence South 79 degrees 25 minutes 56 seconds West traversing the defendant's property a distance of 640.68 feet to a point and corner; thence North 22 degrees 26 minutes 31 seconds East a distance of 383.4 feet to the point of beginning.

Being portions of the same property acquired by defendant by Act, recorded in BOOK 198, page 168, Conveyance Records, St. Martin Parish, Louisiana.

AND IT IS HEREBY FURTHER ORDERED that the defendant, Elina Dupuis Berard, 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.

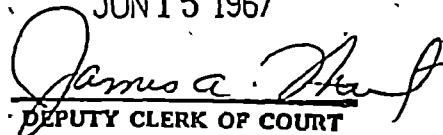
St. Martinville, Louisiana, this 15<sup>th</sup> day of June, 1967.



JUDGE, SIXTEENTH JUDICIAL DISTRICT COURT

RECEIVED AND FILED

JUN 15 1967



DEPUTY CLERK OF COURT



RECORDED IN CONVEYANCE  
BOOK **798** FOLIO **141**

RECORDED

**189609**

1979 AUG -6 AM 10:33  
*Nellie D. Eastin*  
DEPUTY CLERK OF COURT  
PARISH OF ST. MARTIN, LA

**189609**

SUCCESSION : 16TH JUDICIAL DISTRICT COURT  
OF : PROBATE NO. **8814**  
ELINA DUPUIS, widow of : PARISH OF ST. MARTIN  
Simon Berard : STATE OF LOUISIANA

-----

J U D G M E N T

The Court, considering the petition of ADELLE BERARD, widow of Joel LeBlanc, ALICE BERARD, divorced from Charles Bellows, now a single woman, EARL LEBLANC, husband of Bessie Serrette, MITCHELL BERARD, husband of Bobby Jean Hebert, BERTHA BERARD, wife of John Dupuis, and NELMA LEBLANC, judicially separated from Jude Duhon, to be recognized, in accordance with law and the last will and testament of the decedent, ELINA DUPUIS, widow of Simon Berard, heretofore probated herein and duly recorded as hereinafter set forth, as the sole heirs and legatees of said decedent and, as such, decreed the owners and sent into possession of the properties, movable, immovable, and of every nature whatsoever of which said decedent died possessed, the law and the evidence being in favor of petitioners, entitling them to the decree prayed for:

IT IS ORDERED, ADJUDGED AND DECREED that, in accordance with law and the last will and testament of the decedent, ELINA DUPUIS, widow of Simon Berard, heretofore probated herein and duly recorded under Entry No. **189608** of the Conveyance Records of St. Martin Parish, Louisiana, ADELLE BERARD, widow of Joel LeBlanc, BERTHA BERARD, wife of John Dupuis, ALICE BERARD, divorced from Charles Bellows, now a single woman, MITCHELL BERARD, husband of Bobby Jean Hebert, EARL LEBLANC, husband of Bessie Serrette, and NELMA LEBLANC, judicially separated from Jude Duhon, be and they are hereby recognized as the sole and only heirs and legatees of said decedent, and, as such, they are hereby decreed the owners and sent into possession of all of the properties, movable, immovable, and of every nature whatsoever of which said decedent died possessed, in the following proportions and in the

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following manner, to-wit:

EARL LEBLANC, husband of Bessie Serrette, and NELMA LEBLANC, judicially separated from Jude Duhon, in the proportion of an undivided one-half (1/2) thereof to each, the owners, in full title, of the following described property, to-wit:

That certain tract or parcel of land, situated in Section 63, Township 8 South, Range 6 East, Fifth Ward, East side of Bayou Teche, Parish of St. Martin, Louisiana, containing 16.28 arpents, measuring one hundred forty-six (146) feet on the public road, its Southwestern line, designated as Plot 1, containing such further dimensions and as fully depicted on plat of survey by Fred L. Colomb, Surveyor, dated July 10, 1964, amended July 10, 1979, recorded in Book 796, at page 901, under Entry No. 189308 of the Conveyance Records of St. Martin Parish, Louisiana, and being bounded, now or formerly, on the Northeast by the property of Dermellie Calais, on the Southeast, in part by the property of the heirs of Eugene Dupuis, in part by the property of the heirs of Ledell Dupuis, and in part by the property of Alton Huval, in the Northwest by that property designated as Plot 2 on the aforementioned plat of survey, and on the Southwest by the public road.  
LESS AND EXCEPT portion thereof conveyed by virtue of Order of Expropriation dated June 15, 1967, recorded in Book 574, at page 44, under Entry No. 139891 of the Conveyance Records of St. Martin Parish, Louisiana.

ALICE BERARD, divorced from Charles Bellows, now a single woman, the owner, in full title, of the following described property, to-wit:

That certain tract or parcel of land, situated in Section 63, Township 8 South, Range 6 East, Fifth Ward, East side of Bayou Teche, Parish of St. Martin, Louisiana, containing 16.18 arpents, measuring one hundred forty-six (146) feet on the public road, its Southwestern line, designated as Plot 2, containing such further dimensions and as fully depicted on plat of survey by Fred L. Colomb, Surveyor, dated July 10, 1964, amended July 10, 1979, recorded in Book 796, at page 901, under Entry No. 189308 of the Conveyance Records of St. Martin Parish, Louisiana, and being bounded, now or formerly, on the Southeast by that property designated as Plot 1 on the aforementioned plat of survey, on the Northwest by that property designated as Plot 3 on the aforementioned plat of survey, on the Northeast by the property of Dermellie Calais, and on the Southeast by the public road.  
LESS AND EXCEPT portion thereof conveyed to Alice Berard, divorced wife of Charles Bellows, dated March 23, 1967, recorded in Book 568, at page 548, under Entry No. 138955, and portion thereof conveyed by virtue of Order of Expropriation dated June 15, 1967, recorded in Book 574, at page 44, under Entry No. 139891, Conveyance Records of St. Martin Parish, Louisiana.

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BERTHA BERARD, wife of John Dupuis, the owner, in full title, of the following described property, to-wit:

That certain tract or parcel of land, situated in Section 63, Township 8 South, Range 6 East, Fifth Ward, East side of Bayou Teche, Parish of St. Martin, Louisiana, containing 16.08 arpents, measuring one hundred forty-six (146) feet on the public road, its Southwestern line, designated as Plot 3, containing such further dimensions and as fully depicted on plat of survey by Fred L. Colomb, Surveyor, dated July 10, 1964, amended July 10, 1979, recorded in Book 796, at page 901, under Entry No. 189308 of the Conveyance Records of St. Martin Parish, Louisiana, and being bounded, now or formerly, on the Northeast by the property of Dermellie Calais, on the Southeast by that property designated as Plot 2 on the aforementioned plat of survey, on the Northwest by the property of Bertha Dupuis Huval, and on the Southwest by the public road.

LESS AND EXCEPT portion thereof conveyed by virtue of Order of Expropriation dated June 15, 1967, recorded in Book 574, at page 44, under Entry No. 139891 of the Conveyance Records of St. Martin Parish, Louisiana.

ADELE BERARD, widow of Joel LeBlanc, the owner, in full title, of the following described property, to-wit:

That certain tract or parcel of land, situated in Section 35, Township 8 South, Range 6 East, Fifth Ward, East side of Bayou Teche, Parish of St. Martin, Louisiana, containing 13.43 arpents, measuring 310.2 feet on the public road, its Southwestern line, designated as Plot 4, containing such further dimensions and as fully depicted on plat of survey by Fred L. Colomb, Surveyor, dated July 9, 1964, amended July 10, 1979, recorded in Book 796, at page 900, under Entry No. 189307 of the Conveyance Records of St. Martin Parish, Louisiana, and being bounded, now or formerly, on the Northeast by the property of Alcide Dupuis, on the Northwest by the property of Anicet Daigle, on the Southeast by that property designated as Plot 5 on the aforementioned plat of survey, and on the Southwest by the public road.

LESS AND EXCEPT portion thereof conveyed to Walter Bobby Latiolais by virtue of instrument of sale dated July 2, 1964, recorded in Book 502, at page 445, under Entry No. 129516 (see Community Settlement dated June 16, 1962, recorded in Book 666, at page 621, under Entry No. 158161, and instrument of sale dated September 8, 1972, recorded in Book 670, at page 506, under Entry No. 159028) and portion thereof conveyed by virtue of Order of Expropriation dated June 15, 1967, recorded in Book 574, at page 44, under Entry No. 139891, Conveyance Records of St. Martin Parish, Louisiana.

MITCHELL BERARD, husband of Bobby Jean Hebert, the owner, in full title, of the following described property, to-wit:

That certain tract or parcel of land, situated in Section 35, Township 8 South, Range 6 East, Fifth

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Ward, East side of Bayou Teche, Parish of St. Martin, Louisiana, containing 13.18 arpents, measuring 270.2 feet on the public road, its Southwestern line, designated as Plot 5, containing such further dimensions and as fully depicted on plat of survey by Fred L. Colomb, Surveyor, dated July 9, 1964, amended July 10, 1979, recorded in Book 796, at page 900, under Entry No. 189307 of the Conveyance Records of St. Martin Parish, Louisiana, and being bounded, now or formerly, on the Northeast by the property of Alcide Dupuis, on the Northwest by that property designated as Plot 4 on the aforementioned plat of survey, on the Southeast by the property of Robert Usie, and on the Southwest by the public road. LESS AND EXCEPT portion thereof conveyed by virtue of Order of Expropriation dated June 15, 1967, recorded in Book 574, at page 44, under Entry No. 139891 of the Conveyance Records of St. Martin Parish, Louisiana.

ADELLE BERARD, widow of Joel LeBlanc, BERTHA BERARD, wife of John Dupuis, ALICE BERARD, divorced from Charles Bellows, now a single woman, MITCHELL BERARD, husband of Bobby Jean Hebert, in the proportion of an undivided one-fifth (1/5) thereof to each, and EARL LEBLANC, husband of Bessie Serrette, and NELMA LEBLANC, separated from Jude Duhon, in the proportion of an undivided one-tenth (1/10) thereof to each, all of the remaining property, movable, immovable, and of every nature whatsoever, of which said decedent died possessed, particularly, but not exclusively, the following, to-wit:

Certificate No. 5048, with Federal Savings & Loan Association of Breaux Bridge, Breaux Bridge, Louisiana, dated September 28, 1973, payable to Elina D. Berard or Alice Berard or Mrs. Adele B. LeBlanc, in the sum of \$8,000.00.

The sum of \$5,000.00, in the possession of Champagne, Colomb & Brumbaugh, Attorneys at Law, Lafayette, Louisiana,

The undivided one-tenth (1/10) rights, titles and interests in and to the following described property, to-wit:

That certain irregular shaped parcel of land, together with all rights, ways, privileges, servitudes, and advantages thereunto belonging or in anywise appertaining, situated in Section 63, Township 8 South, Range 6 East, Fifth Ward, East side of Bayou Teche, Parish of St. Martin, Louisiana, and being bounded, now or formerly, on the Northeast by the property of heirs of Ledel Dupuis, on the Northwest by the property of Melvin Dupuis, on the Southeast by Louisiana Highway 347, and on the Southwest by Interstate Highway I-10.

IT IS FURTHER ORDERED that FEDERAL SAVINGS & LOAN ASSOCIATION OF BREAUX BRIDGE, Breaux Bridge, Louisiana, be and it is hereby authorized and directed to pay to ADELLE BERARD, widow



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of Joel LeBlanc, BERTHA BERARD, wife of John Dupuis, ALICE BERARD, divorced from Charles Bellows, now a single woman, MITCHELL BERARD, husband of Bobby Jean Hebert, EARL LEBLANC, husband of Bessie Serrette, and NELMA LEBLANC, judicially separated from Jude Duhon, in the proportions as hereinabove set forth, the money on deposit in said institution and as hereinabove set forth.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, as set forth in the Inheritance and Estate Transfer Tax Return, filed with the Collector of Revenue of the State of Louisiana, a copy of which being attached to proceedings herefore filed herein, this estate and the heirs thereof owe inheritance taxes to the State of Louisiana, as follows: ALICE BERARD BELLOWS, the sum of \$358.32, BERTHA BERARD DUPUIS, the sum of \$343.58, ADELLE BERARD LEBLANC, the sum of \$526.78, MITCHELL BERARD, the sum of \$514.57; EARL LEBLANC, the sum of \$136.54, and NELMA LEBLANC, the sum of \$134.54, totaling the sum of TWO THOUSAND SIXTEEN AND 33/100 (\$2,016.33) DOLLARS, which amounts as per receipt of the Collector of Revenue of the State of Louisiana, attached to proceedings heretofore filed herein, have been paid in full.

JUDGMENT READ, RENDERED AND SIGNED in Chambers at St. Martinville, Louisiana, this 6<sup>TH</sup> day of AUGUST, 1979.

RECEIVED AND FILED

AUG 6 1979

*Nellie G. Eastin*  
DEPUTY CLERK OF COURT

*[Signature]*  
DISTRICT JUDGE

RECORDED IN CONVEYANCE  
BOOK 532 FOLIO 600

19730

Filed  
1981 02 23  
Judy A. Raymond

STATE OF LOUISIANA  
PARISH OF LAFAYETTE

BEFORE ME, the undersigned authority, a Notary Public duly commissioned and qualified in and for the aforeset out parish and state, and in the presence of the hereinafter undersigned competent witnesses, personally came and appeared:

ALICE BERARD, divorced from Charles Bellows, now a single woman, EARL LEBLANC, husband of Bessie Serrette, MELVIN DUPUIS, husband of Marcella Cormier, residents of St. Martin Parish, Louisiana, and BERTHA BERARD, wife of John Dupuis, resident of East Baton Rouge Parish, Louisiana, each of the full age of majority,

who declared in the following manner, to-wit:

That, in consideration of the mutual benefits as will accrue to all thereby, Appearers,

ALICE BERARD, divorced from Charles Bellows, now a single woman, and BERTHA BERARD, wife of John Dupuis,

do, by these presents, hereby convey, set over, assign and deliver unto Appearers,

EARL LEBLANC, husband of Bessie Serrette, and  
MELVIN DUPUIS, husband of Marcella Cormier,

and Appearer,

EARL LEBLANC, husband of Bessie Serrette,

hereby conveys, sets over, assigns and delivers unto Appearer,

MELVIN DUPUIS, husband of Marcella Cormier,

the following right of passage, to-wit:

That certain right of way or servitude of passage of fifty (50) feet in width, situated, in part along the Northwestern line of that property designated as Plot 3-C and in part along the Northeastern embankment of a drainage canal located in the Southwestern portion of those properties designated as Plot 2-C and Plot 3-C, and in part situated along the Southwestern line of those properties designated as Plot 1-C and Plot 2-C, all on plat of survey by Fred L. Colomb, Surveyor, dated July 10, 1964, amended July 10, 1979, recorded in Book 796, at page 901, under Entry No. 189308 of the Conveyance Records of St. Martin Parish, Louisiana, more particularly described as extending from the Northern boundary line of that property designated as Plot 3-B, being Highway Interstate 10, along the Northwestern line of that property designated as Plot 3-C, to the Northeastern side of the aforementioned drainage ditch, thence proceeding along the Northeastern embankment of said drainage ditch to the point where

197304

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said drainage ditch enters that property designated as Plot 2-B, thence proceeding along the Southwestern line of those properties designated as Plot 2-C and Plot 1-C, all fully set out on the aforementioned plat of survey, extending to the property of Melvin Dupuis on the Southeast.

Appearers further herein confer to EARL LEBLANC, husband of Bessie Serrette, and MELVIN DUPUIS, husband of Marcella Cormier, full authority, as may be necessary, to dedicate same to public use, with the express condition that all costs thereof are to be borne entirely by Appearers, EARL LEBLANC, husband of Bessie Serrette, and MELVIN DUPUIS, husband of Marcella Cormier, holding Appearers, ALICE BERARD, divorced from Charles Bellows, now a single woman, and BERTHA BERARD, wife of John Dupuis, completely harmless therefor, and with the further express condition that same be completed within five (5) years of the date hereof, holding Appearers, ALICE BERARD, divorced from Charles Bellows, now a single woman, and BERTHA BERARD, wife of John Dupuis, completely harmless therefor.

THUS DONE AND SIGNED by Appearers in the presence of the undersigned competent witnesses, all of whom sign with me, Notary, on this 19th day of February, 1981, after due reading of the whole.

WITNESSES:

Emily Arceneaux  
EMILY ARCENEAUX

Kathleen E. Lackey  
Kathleen E. Lackey

Alice Berard  
ALICE BERARD

Bertha Berard Dupuis  
BERTHA BERARD DUPUIS

Earl LeBlanc  
EARL LEBLANC

Melvin Dupuis  
MELVIN DUPUIS

George J. Champagne, Jr.  
NOTARY PUBLIC  
George J. Champagne, Jr.

RECORDED IN CONVEYANCE  
BOOK 985 FOLIO 399

GSU(112, 1-11-70 TRANSMISSION R/W

Line No. 760 **226331**  
Tract No. 236  
KMS/af

SERVITUDE AGREEMENT

RECORDED

1985 FEB 11 PM 3:31

*Judy A. Raymond*

STATE OF LOUISIANA

PARISH OF St. Martin

THIS SERVITUDE granted this 1 day of Feb, 1985,

by Alice Berard Bellows

hereinafter called "Grantor", to GULF STATES UTILITIES COMPANY, a Texas corporation, hereinafter called "Grantee", WITNESSETH that for and in consideration of the mutual and public benefits to be derived from this grant, and the further consideration of Dollars cash in hand paid by Grantee to Grantor, Grantor has granted, sold and conveyed with full warranty and subrogation, unto Grantee, the right, privilege, and real servitude to enter upon and to erect, construct, extend, maintain, inspect, operate, replace, remove, repair and patrol

one or more lines of structures for one or more circuits

with conductors, wires, crossarms, guy wires, conduits, stubs and other usual, necessary or proper fixtures for the transmission of electricity, and for Grantee's overhead and/or underground communications, together with all necessary foundations, anchors and braces to properly support the same, and the right to place anchors and guy wires outside the described servitude in sufficient numbers to adequately brace its structures any place or places where such described servitude makes an angle, with the right to replace wood structures with metal structures and metal structures with wood structures at any time and from time to time without further payment, upon, over and across a strip of land out of the following described tract, situated in the Parish of St. Martin, State of Louisiana:

That certain tract or parcel of land situated in Section 63, Township 8 South, Range 6 East, containing 16.18 arpents, more or less and bounded now or formerly as follows:  
Northwest by Bertha B. Dupuis; Northeast by the north section line of Section 63;  
Southeast by Heirs of Aline Berard LeBlanc, and Southwest by Interstate Highway No. 10.

being 109 feet on the northerly side and 85 feet on the southerly side of the following described centerline and continuations or projections thereof, insofar as same may be embraced within the boundaries of the above described tract, said centerline being more particularly described as follows:

Centerline entering the northwest line of the above described property, at a point located 780 feet northerly from the southwest corner;

THENCE N 74° 52' 35" E, a distance of 213.62 feet to a point of exit and crossing the southeast property line, 800 feet northerly from the southeast corner.

This servitude agreement cancels and supersedes a portion of the previous servitude agreement between Simon Berard and Gulf States Utilities Company dated October 22, 1928 and recorded in Conveyance Book 110, Page 151, File No. 49163 of the Conveyance Records of St. Martin Parish, Louisiana, but only in so far as it may apply to the tract described hereinabove, and Gulf States Utilities Company herein expressly reserves any other right which may be contained in the said servitude.

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GSU112, 1-11-70 TRANSMISSION R/W

See plat, sketch, or aerial photo attached hereto and made a part hereof.

GRANTOR GRANTS unto Grantee the right from time to time (a) to cut and remove all trees, underbrush and other obstructions upon said land covered by said right of way without further payment and (b) to cut and remove from the land adjacent to said right of way any and all trees which in falling would come within ten feet of the electric lines of Grantee, upon payment of the reasonable market value of such trees.

GRANTOR RETAINS the right to use for Grantor's own purpose the land covered by said servitude as long as such use does not interfere with the servitude and rights herein granted. However, Grantor shall not erect, locate or permit the erection or location of any structure or object of any type whatever within ~~XXXXXXXXXXXXXXXXXXXX~~ of the above described servitude but Grantor may fence any or all of the said property. Grantor shall have ingress and egress at any and all times to, from and along the said land covered by the said servitude.

GRANTEE SHALL pay to Grantor for damage to Grantor's growing crops, buildings and other structures, roads, bridges and fences caused in the construction, operation and/or maintenance of said electric lines.

TO HAVE and to hold said rights, and right of way, unto the said Grantee, its successors and assigns, until said servitude be exercised, and so long thereafter as the same shall be useful for the above named purposes.

This agreement is in the nature of a covenant running with the land, and shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto. Whenever the word "Grantor" is used in this act, it shall be construed to include "Grantors".

WITNESS the signature of the Grantor on the day, month and year first above written.

WITNESSES as to Grantor:

*Billie E. Harland*  
*Earl J. LeBlanc*

GRANTOR:

*Alice Bellows*

TEXAS  
STATE OF LOUISIANA

COUNTY OF *Jefferson*

BEFORE ME, the undersigned authority, personally came and appeared *Billie E. Harland*

who being by me first duly sworn, deposed and said:

That he is one of the subscribing witnesses to the foregoing instrument; that *Alice Bellows* Grantor named in the instrument, signed the same in the presence of appearer and in the presence of *EARL J. LeBLANC* the other subscribing witness; and that appearer and the other subscribing witness signed attesting said instrument in the presence of the said Grantor and in the presence of each other, and that the signatures thereon are true and genuine.

*Billie E. Harland*

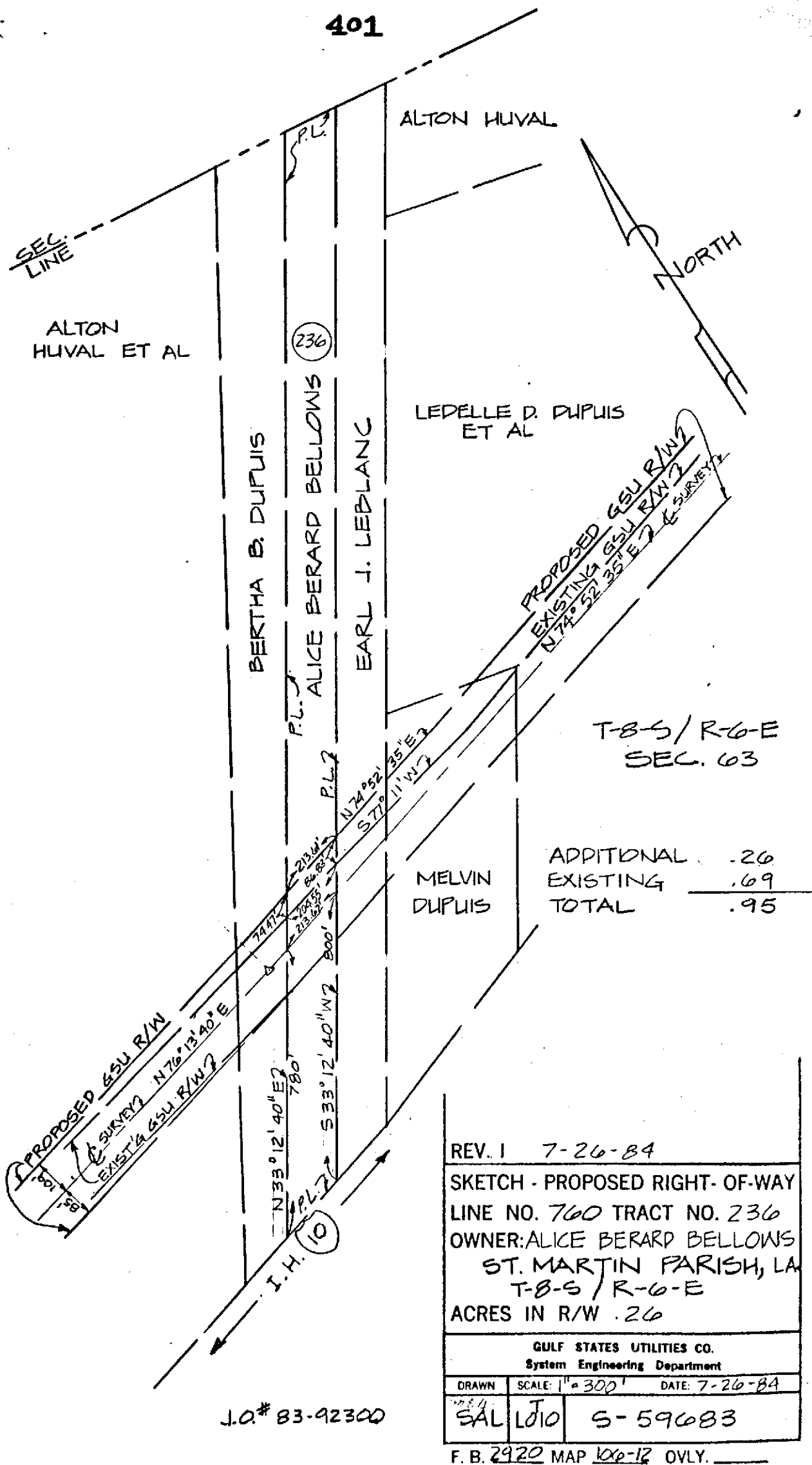
Appearing Witness

SWORN TO AND SUBSCRIBED before me at *Beaumont*  
day of *Feb*, 19 *85*

*Texas*, on this *1*

*Marianne Deha*  
Notary Public

MARIANNE DEKA, Notary Public  
In and For the State of Texas  
My Commission Expires *3/29/88*



216321

RECORDED IN CONVEYANCE  
BOOK 1072 PAGE 620

SUCCESSION

OF

ALICE BERARD BELLOWS

'88 JUL 1 PM 3 04 TH JUDICIAL DISTRICT COURT  
*Shirley D. Matthews*  
PROBATE DOCKET NO. 10327  
PARISH OF ST. MARTIN ST. MARTIN PARISH, LOUISIANA

216321

JUDGMENT OF POSSESSION

Considering the Olographic Testament of the Decedent which has been truly proved, ordered filed and recorded in the Office of the Clerk of Court, St. Martin Parish, Louisiana, and executed according to law, the Petition for Possession and the Renunciations of Succession attached as Exhibits thereto, and the record of this proceeding, satisfactory proof having been submitted to the Court that all inheritance taxes due by the heirs and legatees have been paid, and that the Petition for Possession, Sworn Detailed Descriptive List, Affidavit of Death and Heirship, a copy of the Decedent's Last Will and Testament and a duplicate original of an Inheritance Tax Return have been duly filed with the Collector of Revenue for the State of Louisiana, as provided by law, the law and evidence entitling Petitioners to the relief prayed for, for the reasons this day orally signed:

IT IS ORDERED, ADJUDGED AND DECREED that:

- I. There be a dispensation of an administration of the Succession of ALICE BERARD BELLOWS;
- II. Petitioners, BERTHA BERARD DUPUIS and MITCHELL BERARD be recognized as the sole legatees and heirs of the Decedent, ALICE BERARD BELLOWS, and, as such, entitled to the ownership and to be sent into possession of all of the property owned by the Decedent, pursuant to the terms of the Olographic Testament of the Decedent and the law, as follows:
  - A.) An equal undivided one-half ownership in favor of each of the Petitioners, BERTHA BERARD DUPUIS and MITCHELL BERARD, in the following described property:
    - 1.) That certain tract or parcel of land together with all rights, ways, privileges and servitudes thereto appertaining and all appurtenances thereof, situated in Section 63, Township 8 South, Range 6 East, Fifth Ward, East side of Bayou Teche, Parish of St. Martin, Louisiana, containing 11.93 arpents and delineated as "Plot 2C, 11.93 Arp., 'KPRLK'" and having the dimensions, configuration and adjacent land owners as

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set forth on that certain plat of survey prepared by Fred L. Colomb, Registered Surveyor, dated July 10, 1964 and amended July 10, 1979 and thereafter recorded in Conveyance Book 796, Folio 901, under Entry Number 189308 of the records of St. Martin Parish, Louisiana, and being further identified as that portion of property situated North of Interstate 10 acquired by Alice Berard Bellows by judgment of possession dated August 6, 1979 and filed of record on that same date in Conveyance Book 798, Folio 141, under Entry Number 189609 of the records of St. Martin Parish, Louisiana.

- 2.) That certain lot or parcel of ground, together with all buildings and improvements located thereon or thereunto appertaining, situated at Section 63, Township 8 South, Range 6 East, Parish of St. Martin, Louisiana, having a front on the public road of Ninety (90) feet, by a depth between parallel lines of One Hundred Twenty-five (125) feet, being the Northwestern portion of that tract designated as Plot 2 on Plat of Survey by Fred L. Colomb, Surveyor, dated July 10, 1964, recorded under Entry Number 138955 of the records of St. Martin Parish, Louisiana, and being bounded on the Northwest by Plot 3 of said Plat of Survey on the Southwest by the Public Road, and the Northeast and Southeast by the remainder of the property of Elina Dupuis Berard. And being the property acquired by Alice Berard by Act of Cash Sale recorded in Conveyance Book 568, Folio 548 under Entry No: 138955 of the records of St. Martin Parish, Louisiana.
- 3.) An undivided one fiftieth (1/50) right, title and interest in and to that certain irregular shaped parcel of land, together with all rights, ways, privileges, servitudes, and advantages thereunto belonging or in anywise appertaining situated in Section 63, Township 8 South, Range 6 East, Fifth Ward, East side of Bayou Teche, Parish of St. Martin, Louisiana, and being bounded, now or formerly, on the Northeast by the property of heirs of Ledel Dupuis, on the Northwest by the property of Melvin Dupuis, on the Southeast by Louisiana Highway 347, and on the Southwest by Interstate I-10. Being the property acquired by Alice Berard by judgment of possession dated August 6, 1979 and recorded that same date in Conveyance Book 798, Folio 141 under Entry Number 189609 of the records of St. Martin Parish, Louisiana.
- 4.) All other movable property belonging to the Decedent at death as described in the record of these proceedings.



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- B.) Full ownership in favor of MITCHELL BERARD of the following described property:

The eastern one-half, determined by bisecting along a line to be drawn parallel to its eastern and western boundaries, of that certain tract or parcel of land together with all rights, ways, privileges and servitudes thereto appertaining and all appurtenances thereof, situated in Section 63, Township 8 South, Range 6 East, Fifth Ward, East side of Bayou Teche, Parish of St. Martin, Louisiana, and delineated as "Plot 2A, 2.62 Arp., 'DCEFD'" and having the dimensions, configurations and adjacent land owners as set forth on that certain plat of survey prepared by Fred L. Colomb, Registered Surveyor, dated July 10, 1964 and amended July 10, 1979 and thereafter recorded in Conveyance Book 796, Folio 901, under Entry Number 189308 of the records of St. Martin Parish, Louisiana, and being further identified as that portion of property situated South of Interstate 10 acquired by Alice Berard Bellows by judgment of possession dated August 6, 1979 and filed of record on that same date in Conveyance Book 798, Folio 141, under Entry Number 189609 of the records of St. Martin Parish, Louisiana, less and except any portion thereof previously acquired by Alice Berard by Act of Cash Sale recorded in Conveyance Book 568, Folio 548 under Entry Number 138955 of the records of St. Martin Parish, Louisiana.

- C.) Full ownership in favor of BERTHA BERARD DUPUIS of the following described property:

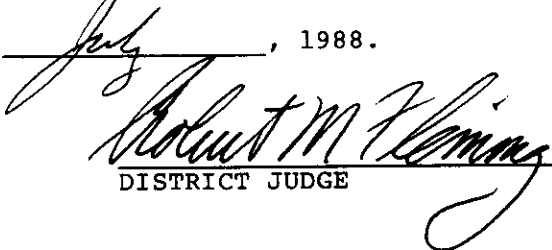
The western one-half, determined by bisecting along a line to be drawn parallel to its eastern and western boundaries, of that certain tract or parcel of land together with all rights, ways, privileges and servitudes thereto appertaining and all appurtenances thereof, situated in Section 63, Township 8 South, Range 6 East, Fifth Ward, East side of Bayou Teche, Parish of St. Martin, Louisiana, and delineated as "Plot 2A, 2.62 Arp., 'DCEFD'" and having the dimensions, configurations and adjacent land owners as set forth on that certain plat of survey prepared by Fred L. Colomb, Registered Surveyor, dated July 10, 1964 and amended July 10, 1979 and thereafter recorded in Conveyance Book 796, Folio 901, under Entry Number 189308 of the records of St. Martin Parish, Louisiana, and being further identified as that portion of property situated South of Interstate 10 acquired by Alice Berard Bellows by judgment of possession dated August 6, 1979 and filed of record on that same date in Conveyance Book 798, Folio 141, under Entry Number 189609 of the records of St. Martin Parish, Louisiana, less and except any portion thereof previously acquired by Alice Berard

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by Act of Cash Sale recorded in Conveyance  
Book 568, Folio 548 under Entry Number 138955  
of the records of St. Martin Parish,  
Louisiana.

III. All banks, trust companies, insurance companies and corporations having on deposit or in their possession, or under their control, any money, credits, stock dividends, funds or other property depending upon or belonging to the Succession of the Decedent, ALICE BERARD BELLOWS, are hereby required to deliver them to the aforesaid BERTHA BERARD DUPUIS and MITCHELL BERARD in the proportions and under the conditions fixed by this judgment even though such property may not have been specifically listed herein.

JUDGMENT READ AND SIGNED in Chambers in the City of St. Martinville,  
Louisiana, on this 1st day of July, 1988.

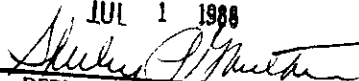
  
DISTRICT JUDGE

Respectfully submitted:

GAUTHIER & CEDARS, LTD.  
(A Professional Law Corporation)

  
STEPHEN J. SLATER  
Post Office Drawer 955  
Breaux Bridge, LA 70517  
318/332-4586

RECEIVED AND FILED

JUL 1 1988  
  
DEPUTY CLERK OF  
ST. MARTIN PARISH

216325

RECORDED IN CONVEYANCE  
BOOK 1072 FOLIO 621

ACT OF PARTITION

STATE OF LOUISIANA

PARISH OF ST. MARTIN

88 JUL 1 2 03 08  
Lana B. Blanchard

PARISH OF ST. MARTIN, LA

216325

BE IT KNOWN, that on this 1st day of July, 1988,  
BEFORE ME, STEPHEN J. SLATER, a Notary Public, duly commissioned and  
qualified in and for the Parish of St. Martin, State of Louisiana, and  
in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

BERTHA BERARD DUPUIS, whose current mailing address is 10505  
Toledo Bend Avenue, Baton Rouge, Louisiana, 70814, and

MITCHELL BERARD, whose current mailing address is 2011 Green  
Acres, Metairie, Louisiana, 70003

who declared that they are the owners in indivision of the following  
described property:

- A.) That certain tract or parcel of land together with  
all rights, ways, privileges and servitudes thereto  
appertaining and all appurtenances thereof, situated  
in Section 63, Township 8 South, Range 6 East, Fifth  
Ward, East side of Bayou Teche, Parish of St. Martin,  
Louisiana, containing 11.93 arpents and delineated  
as "Plot 2C, 11.93 Arp., 'KPRLK'" and having the  
dimensions, configuration and adjacent land owners  
as set forth on that certain plat of survey prepared  
by Fred L. Colomb, Registered Surveyor, dated July  
10, 1964 and amended July 10, 1979 and thereafter  
recorded in Conveyance Book 796, Folio 901, under  
Entry Number 189308 of the records of St. Martin  
Parish, Louisiana, and being further identified as  
that portion of property situated North of Interstate  
10 acquired by Alice Berard Bellows by judgment of  
possession dated August 6, 1979 and filed of record  
on that same date in Conveyance Book 798, Folio 141,  
under Entry Number 189609 of the records of St. Martin  
Parish, Louisiana.
- B.) That certain lot or parcel of ground, together with  
all buildings and improvements located thereon or  
thereunto appertaining, situated at Section 63,  
Township 8 South, Range 6 East, Parish of St. Martin,  
Louisiana, having a front on the public road of Ninety  
(90) feet, by a depth between parallel lines of One  
Hundred Twenty-five (125) feet, being the Northwestern  
portion of that tract designated as Plot 2 on Plat  
of Survey by Fred L. Colomb, Surveyor, dated July  
10, 1964, recorded under Entry Number 138955 of the  
records of St. Martin Parish, Louisiana, and being  
bounded on the Northwest by Plot 3 of said Plat of  
Survey on the Southwest by the Public Road, and the  
Northeast and Southeast by the remainder of the  
property of Elina Dupuis Berard. And being the  
property acquired by Alice Berard by Act of Cash Sale  
recorded in Conveyance Book 568, Folio 548 under Entry  
No: 138955 of the records of St. Martin Parish,  
Louisiana.

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The parties hereto futher declared that they desire to amicably divide the aforesaid property among themselves except for the improvements of every character located upon the property described in part B above, and, with this exception, in order to accomplish their mutual desires and wishes, they do hereby divide the above described property into separate shares, described as follows:

- SHARE 1: 1.) The western one-half, determined by bisecting along a line to be drawn parallel to its eastern and western boundaries, of that certain tract or parcel of land together with all rights, ways, privileges and servitudes thereto appertaining and all appurtenances thereof, situated in Section 63, Township 8 South, Range 6 East, Fifth Ward, East side of Bayou Teche, Parish of St. Martin, Louisiana, containing 11.93 arpents and delineated as "Plot 2C, 11.93 Arp., 'KPRLK'" and having the dimensions, configuration and adjacent land owners as set forth on that certain plat of survey prepared by Fred L. Colomb, Registered Surveyor, dated July 10, 1964 and amended July 10, 1979 and thereafter recorded in Conveyance Book 796, Folio 901, under Entry Number 189308 of the records of St. Martin Parish, Louisiana, and being further identified as that portion of property situated North of Interstate 10 acquired by Alice Berard Bellows by judgment of possession dated August 6, 1979 and filed of record on that same date in Conveyance Book 798, Folio 141, under Entry Number 189609 of the records of St. Martin Parish, Louisiana.
- 2.) That certain lot or parcel of ground situated at Section 63, Township 8 South, Range 6 East, Parish of St. Martin, Louisiana, having a front on the public road of Ninety (90) feet, by a depth between parallel lines of One Hundred Twenty-five (125) feet, being the Northwestern portion of that tract designated as Plot 2 on Plat of Survey by Fred L. Colomb, Surveyor, dated July 10, 1964, recorded under Entry Number 138955 of the records of St. Martin Parish, Louisiana, and being bounded on the Northwest by Plot 3 of said Plat of Survey on the Southwest by the Public Road, and the Northeast and Southeast by the remainder of the property of Elina Dupuis Berard. And being the property acquired by Alice Berard by Act of Cash Sale recorded in Conveyance Book 568, Folio 548 under Entry No: 138955 of the records of St. Martin Parish, Louisiana.

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SHARE 2: 1.) The eastern one-half, determined by bisecting along a line to be drawn parallel to its eastern and western boundaries, of that certain tract or parcel of land together with all rights, ways, privileges and servitudes thereto appertaining and all appurtenances thereof, situated in Section 63, Township 8 South, Range 6 East, Fifth Ward, East side of Bayou Teche, Parish of St. Martin, Louisiana, containing 11.93 arpents and delineated as "Plot 2C, 11.93 Arp., 'KPRLK'" and having the dimensions, configuration and adjacent land owners as set forth on that certain plat of survey prepared by Fred L. Colomb, Registered Surveyor, dated July 10, 1964 and amended July 10, 1979 and thereafter recorded in Conveyance Book 796, Folio 901, under Entry Number 189308 of the records of St. Martin Parish, Louisiana, and being further identified as that portion of property situated North of Interstate 10 acquired by Alice Berard Bellows by judgment of possession dated August 6, 1979 and filed of record on that same date in Conveyance Book 798, Folio 141, under Entry Number 189609 of the records of St. Martin Parish, Louisiana.

Now, in order to carryout the said partition and to confer upon each a full and complete title, in due form, to the said property which said parties have severally agreed to take, the said BERTHA BERARD DUPUIS, in consideration of the property herein received by her as her full share in this partition, does hereby grant, bargain, set over, convey, transfer, assign, abandon and deliver with all legal warranties and with substitution and subrogation in and to all of her rights of action of warranty which she has or may have against all preceeding owners unto MITCHELL BERARD, here present and accepting for himself, his heirs, successors and assigns, and acknowledging due transfer and delivery, all and singular, Share 2 previously described in this Act of Partition.

AND in order to carryout the said partition and to confer upon each a full and complete title, in due form, to the said properties which said parties have severally agreed to take, the said MITCHELL BERARD, in consideration of the property herein received by him as his full share in this partition, does hereby grant, bargain, set over, convey, transfer, assign, abandon and deliver with all legal warranties and with full substitution and subrogation in and to all of his rights of action of warranty which he has or may have against all preceeding owners or vendors

unto BERTHA BERARD DUPUIS, here present and accepting for herself, her heirs, successors and assigns, and acknowledging due transfer and delivery, all and singular, Share 1 previously described in this Act of Partition.

The parties hereto declare that the properties received by each are of approximately the same value, and each received an interest valued at approximately the same amount. No sum of money is to be paid by either of them to any other and accordingly, by means of this instrument, each has received in his possession the properties allotted to each as aforesaid and they do discharge each other from all credits, matters, debts and things whatsoever in the premises, hereby acknowledging themselves respectively to be fully satisfied with this partition.

The parties hereto waive the production of mortgage, surveyance and other certificates, and release me, Notary, from any and all responsibility in connection therewith. Additionally, all parties hereto acknowledge that the property descriptions of the property contained herein were submitted to the undersigned Notary by them, and no title opinion was requested from the undersigned Notary as to the validity of the title to the subject property and none was rendered. Additionally, the tax consequences surrounding the execution of this instrument have not been discussed among the parties and the undersigned Notary.

THUS DONE AND SIGNED in the Parish of St. Martin, State of Louisiana, in the presences of Wanda Haynes and Lynn Menard, competent witnesses, all of whom signed with appearers and me, Notary, on the day and date first above written, after due reading of the whole.

WITNESSES:

Wanda Haynes  
Lynn Menard

Bertha Berard Dupuis  
BERTHA BERARD DUPUIS  
Mitchell Berard  
MITCHELL BERARD

[Signature]  
NOTARY PUBLIC

St. Martin Parish Recording Page

Becky P Patin  
CLERK OF COURT  
P.O. BOX 308  
St. Martinville, LA 70582  
(337) 394-2210

First VENDOR

BERARD, MITCHELL

First VENDEE

AIR PRODUCTS AND CHEMICALS INC

Index Type :   Conveyance  
Type of Document : Right Of Way  
Recording Pages :               8

Inst Number : 441120  
Book : 1580       Page : 131

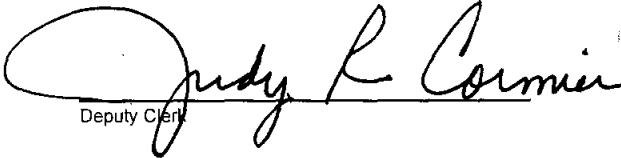
Recorded Information

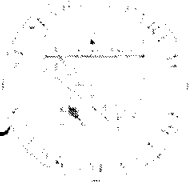
I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Martin Parish, Louisiana

On (Recorded Date) : 12/10/2010  
At (Recorded Time) : 1:41:27PM



Doc ID - 004408070008

  
Deputy Clerk



State of Louisiana  
Parish of St. Martin  
GCCP Tract No: LA-SM-106.000

**RIGHT OF WAY AND SERVITUDE AGREEMENT**

This agreement is made and entered into by and between Mitchell Berard, (“Grantor”, whether one or more), whose mailing address is 2001 Green Acres Road, Metairie, Louisiana 70003, and AIR PRODUCTS AND CHEMICALS, INC, a Delaware corporation (“Grantee”), whose mailing address is 12600 Northborough Drive, Suite 196, Houston, Texas 77067.

1. For and in consideration of the sum of ONE HUNDRED AND NO/100 (\$100.00) DOLLARS cash and other valuable consideration, the receipt and adequacy of which are hereby acknowledged and full acquittance granted therefor, Grantor does hereby grant, convey and deliver with full warranty of title and with substitution and subrogation to all rights and actions of warranty to Grantee, its successors and assigns, a right of use, servitude, right of way and easement to install, lay, construct, maintain, use, alter, inspect, operate, protect, repair, replace, change the size of, remove, reconstruct, renew and abandon one (1) pipeline, not exceeding eighteen (18”) inches outside diameter, together with appurtenances thereto (including but not limited to air patrol markers, valves and corrosion control equipment, above or below ground), for the transportation and measurement of industrial gases (including but not limited to hydrogen, nitrogen, oxygen, carbon monoxide and syngas) and other products or substances which can be transported through a pipeline under, upon, over and through the following described land (the “land”) belonging to Grantor situated in St. Martin Parish Louisiana, to-wit:

**11.93 arpents of land, more or less, and known as Plot 2C, situated in Section 63, T8S, R6E, St. Martin Parish, Louisiana and being more particularly described in that certain Act of Partition dated July 1, 1988 from Bertha Berard Dupuis to Mitchell Berard, recorded in Conveyance Book 1072, Page 624, Official Public Records, Clerk of Court, St. Martin Parish, Louisiana.**

**Tax ID: 0520001327**

2. This grant of rights and servitude includes the right of access to said pipeline and appurtenant facilities and the right of ingress and egress on, over, across and through Grantor’s land, for any and all purposes convenient to the exercise by Grantee of the rights granted hereunder.
3. Grantor covenants that Grantor is the owner of the land, has a good and merchantable title thereto, and has the right, title and capacity to grant the rights and servitude hereby granted.
4. The servitude herein granted shall have a total permanent servitude width of fifteen (15’) feet with the location of the centerline of said permanent servitude being shown and identified as “C/L Proposed 15’ Pipeline Servitude” on [**Exhibits “A” and “B”**], attached hereto and made a part hereof. From time to time during construction and maintenance operations, Grantee shall have the right to use an additional sixty (60’) feet in width for a total workspace servitude of seventy-five (75’) feet in width, with the additional sixty (60’) feet of width beyond the limits of the permanent servitude herein granted being apportioned on each side of said permanent servitude in such manner as Grantee may desire. The side line boundaries of said fifteen (15’) foot wide permanent servitude and said sixty (60’) foot wide additional workspace servitude shall be extended or shortened as the case may be to meet at angle points and to meet all of Grantor’s boundary lines. During initial construction only, Grantee shall have the right to use such



additional temporary workspace as may be reasonably necessary in crossing creeks, canals, roads, railroads, pipelines and other obstructions.

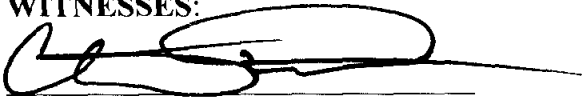
5. The pipeline to be constructed under this grant shall be located at a depth of at least thirty-six (36") inches below the surface of the ground and at least sixty (60") inches below the bottom of all ditches and canals. However, Grantee shall have the right to install vents and markers above ground at various points, including without limitation at canal, ditch, highway, road, railroad, and fence crossings and at property lines as required by Grantee to support the pipeline operations and the governing State and Federal Regulations and Codes.
6. In the event the actual location of the servitude must be modified due to conditions unknown at the time of execution of this agreement, Grantor and Grantee shall promptly negotiate in good faith an amendment to this agreement (in recordable form), modifying the location of the servitude, but all other terms of this agreement shall remain unchanged and in full effect; provided, however, should such modification result in a servitude of greater length than provided herein, Grantee shall promptly pay Grantor additional consideration for such greater servitude on equivalent terms.
7. Grantor retains the right to use the land, except as such use may hinder, conflict or unreasonably interfere with the exercise and enjoyment of the rights and servitude herein granted or to the extent that such use by Grantor may not be consistent with the safety of Grantee's facilities or the safety of persons or property on the surface of the servitude. Grantor's use shall be subject to the servitude herein granted unto Grantee. Grantor shall not construct nor permit to be constructed any structures, improvements, lakes, ponds, impounded water (with the exception of water related to growing of agricultural crops such as rice and crawfish) or obstructions, nor plant trees, drill, excavate or fill within the permanent servitude, without the express written prior consent of Grantee. Grantee shall, without any liability for damages, have the right from time to time to cut or remove all trees and overhanging limbs, undergrowth or other facilities or obstructions on or within the permanent servitude that, in its judgment, may injure, endanger or interfere with the exercise by Grantee of the rights and privileges herein granted. Grantor shall not construct streets, sidewalks, driveways, fences, pipeline or utility lines within said permanent servitude unless (i) such facilities do not create a potentially unsafe condition nor interfere with Grantee's use of the servitude, (ii) Grantee is notified prior to construction of such facilities, (iii) any additional pipelines or utility lines are, at Grantee's option, constructed below Grantee's pipeline, and (iv) such facilities are constructed in accordance with any safety precautions specified by Grantee.
8. 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 to the extent arising out of or resulting from the negligence or willful misconduct of Grantee.
9. Grantee agrees to pay Grantor (or Grantor's tenant(s), if applicable) for all normal and customary damages to growing crops, livestock, land, timber, canals, levee systems, private roadways, fencing or buildings or other property of Grantor (or Grantor's tenant(s), if applicable) to the extent caused by Grantee's exercise of any of the rights and privileges hereby granted; but after the pipeline has been laid, Grantee shall not thereafter be liable for any damages resulting from trimming, moving or removing trees, brush or undergrowth from or within the permanent servitude (except for crop damages and aquaculture damages) and shall not be liable for any damage to property or improvements which are prohibited within the permanent servitude under the terms of this grant.
10. The consideration recited herein is accepted by Grantor in full payment, settlement and satisfaction for the rights and servitude (temporary and permanent), for all severance damages, and for all normal anticipated damages caused by Grantee's exercise of the rights herein granted upon the servitude, including without limitation its right to maintain the permanent servitude clear.
11. The ownership of the pipeline, component parts thereof, and all appurtenances thereto installed by Grantee within the servitude shall remain the property of Grantee at all times.

Upon the termination of the use of the servitude, Grantee may elect to leave said pipeline, component parts thereof, and all appurtenances thereto, or any part thereof, in place or thereafter remove them, or any part thereof.

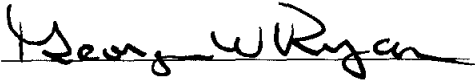
- 12. This agreement shall be binding upon the successors and assigns of the parties hereto. Grantee, its successors and assigns, are expressly given and granted the right to assign this agreement, or any interest herein, in whole or in part, and the same shall be divisible among two or more persons as to any rights created hereunder.
- 13. 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 join in the execution of this agreement. The failure of any party owning an interest in the land to sign this agreement shall not affect its validity as to those whose signatures appear on the original or any counterpart hereof.
- 14. TO HAVE AND TO HOLD said premises, together with the rights and appurtenances thereto, unto GRANTEE, its successors and assigns, forever, in accordance with the terms hereof. GRANTOR does hereby bind itself and its heirs, successors and assigns, to warrant and forever defend all and singular said premises unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this agreement is executed by the parties hereto as of the 27 day of October, 2010, said parties signing in the presence of the witnesses whose names appear opposite their respective signatures.

WITNESSES:



Print Name: Chris Morrish



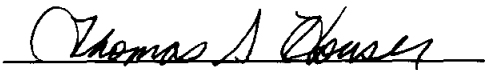
Print Name: GEORGE W RYAN

GRANTOR:

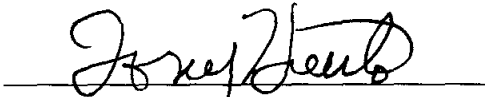


Mitchell Berard

WITNESSES:



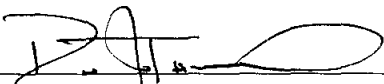
Print Name: Thomas S. Houser



Print Name: Tony Huerta

GRANTEE:

AIR PRODUCTS AND CHEMICALS, INC

By: 

Name: Rick J. Thibodeaux

Title: Lead Real Estate Specialist

STATE OF LOUISIANA

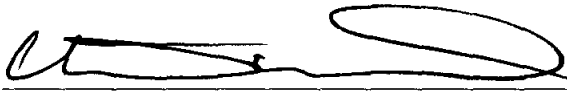
PARISH OF CALCASIEU

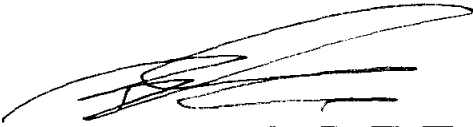
BEFORE ME, the undersigned authority, duly commissioned and qualified within and for the State and Parish aforesaid, personally came and appeared Chris Morrish (Witness), who being by me duly sworn, deposed and said that he/she was one of the subscribing witnesses to the foregoing instrument; that the same was signed by Mitchell Berard, well known to said appearer to be the identical person(s) so executing the same as his/her/their own free will, act and deed for the uses, purposes, and considerations therein expressed in the presence of appearer and in the presence of the other subscribing witness.

IN WITNESS WHEREOF, the said appearer has executed this acknowledgment in my presence and in the presence of the undersigned competent witnesses, on this 25 day of October, 2012.

WITNESSES:

  
Print Name: Brock Taylor

  
Print Name: Chris Morrish  
(Witness)

  
Print Name: Bennie Shields

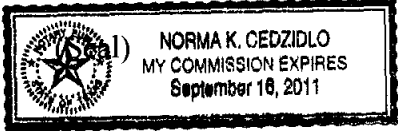
  
**Stephanie A. Burnett-Newman**  
 **ID# 66631**  
**Commission Expires Upon Death**  
\_\_\_\_\_  
Notary Public,  
Notary/Bar No. \_\_\_\_\_

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this 8<sup>th</sup> day of November, 2010, personally appeared Rick J. Thibodeaux, the Lead Real Estate Specialist of **AIR PRODUCTS AND CHEMICALS, INC.**, a Delaware corporation, to me known to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the foregoing instrument in the capacities stated, as the act of said entity for the purposes and considerations therein expressed.

*Norma K. Cedzidlo*  
Notary Public in and for the State of Texas  
Print Name: Norma K. Cedzidlo  
Commission expires: Sept. 16, 2011



230701

After recording please return to:  
**Air Products – CLS Field Office**  
**751 Bayou Pines East Suite C**  
**Lake Charles, LA 70601**

ST. MARTIN PARISH, LOUISIANA  
TOWNSHIP 8 SOUTH, RANGE 6 EAST, SECTION 63

**MITCHELL BERARD**

TRACT NO. LA-SM-106.000

PLOT 2-C 11.93 ARPENTS.

BK. 1072, FOLIO 624 O.P.R.C.C.S.M.P.L.

CENTERLINE IS 101.61 FEET OR 6.16 RODS LONG

TOTAL PERMANENT SERVITUDE IS 1,524 SQ. FT. OR 0.03 ACRES

TOTAL TEMPORARY WORKSPACE IS 6,095 SQ. FT. OR 0.14 ACRES

TOTAL ADDITIONAL TEMPORARY WORKSPACE IS 5,001 SQ. FT. OR 0.11 ACRES



| LINE TABLE |               |          |
|------------|---------------|----------|
| No.        | Bearing       | Distance |
| 1          | N 77°12'02" E | 101.61'  |

**THE DUPUIS FAMILY TRUST**

TRACT NO.

LA-SM-105.000

BK. 1220, FOLIO 665

O.P.R.C.C.S.M.P.L.

**EARL LEBLANC**

TRACT NO.

LA-SM-107.000

BK. 831, FOLIO 812

O.P.R.C.C.S.M.P.L.

POINT OF ENTRY  
N 11005543.46  
E 2008165.45

POINT OF EXIT  
N 11005565.97  
E 2008264.54

**PROPOSED 15' PIPELINE SERVITUDE**

SEE DETAIL

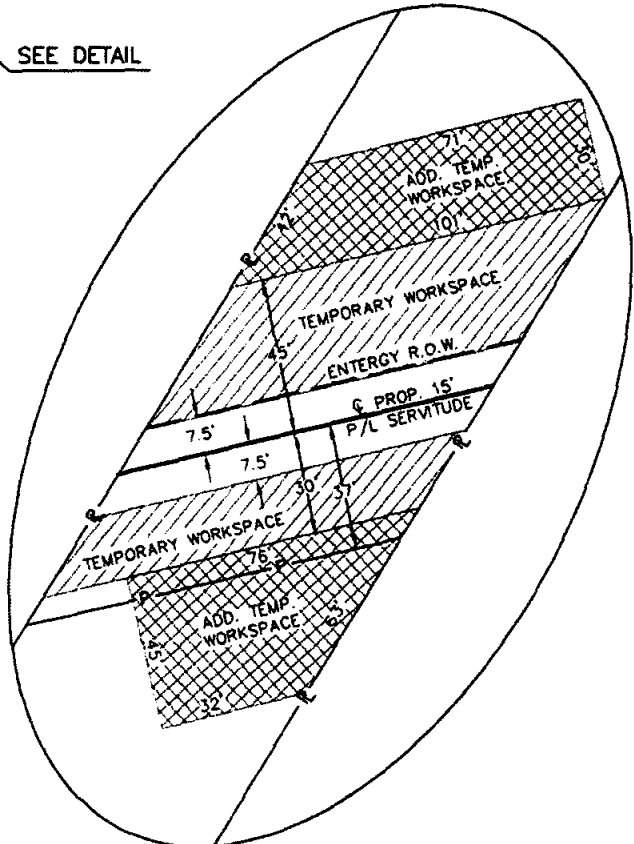
- ~ PERMANENT SERVITUDE
- ~ TEMPORARY WORKSPACE
- ~ ADDITIONAL TEMPORARY WORKSPACE

**NOTES**

- All bearings, distances and coordinates are referenced to the "Universal Transverse Mercator System", North Zone 15, North American Datum of 1983. The scale factor used was 0.99975957.
- A centerline description of even date was prepared by the surveyor in conjunction with this plat.

I, George E. Griffith, do hereby certify that this plat correctly represents a survey made on the ground this date under my supervision and that this plat accurately depicts the evidence as found by this survey.

George E. Griffith  
Louisiana P.L.S. No. 4893  
October 15, 2010



**DETAIL**  
N.T.S.

EXHIBIT "A" SHEET 1 OF 1

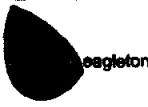
| REV | REVISION | DATE     | DRAWN BY         | DATE     | AIR PRODUCTS & CHEMICALS, INC.                                                                                                                                    |         |           |               |      |
|-----|----------|----------|------------------|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|-----------|---------------|------|
|     |          |          | STC              | 10/15/10 | <br>2900 N. Loop West, Suite 1000<br>Houston, Tx. 77092<br>Phone: 713-871-8787 |         |           |               |      |
|     |          |          | CHECKED BY       | DATE     |                                                                                                                                                                   |         |           |               |      |
|     |          |          | SGH              | 10/18/10 |                                                                                                                                                                   |         |           |               |      |
|     |          |          | ENGR. APPD.      | DATE     |                                                                                                                                                                   |         |           |               |      |
|     |          |          | PROJ. MGR. APPD. | DATE     | ALIGN. DWG.                                                                                                                                                       | SCALE   | PROJ. NO. | DWG. NO.      | REV. |
| 0   | ISSUED   | 10/22/10 |                  |          |                                                                                                                                                                   | 1"=400' | APC-009   | LA-SM-106.000 | 0    |

Exhibit "B"  
Air Products & Chemicals, Inc.  
LA-SM-106.000  
St. Martin Parish, Louisiana

Being the centerline of a proposed pipeline servitude situated in St. Martin Parish, Louisiana being out of Section 63, T 8 S, R 6 E located on a 11.93 arpent tract of land described as Plot 2-C in a deed to Mitchell Berard as recorded in Bk.1072, Folio 624 O.P.R.C.C.S.M.P.L. and the said proposed servitude centerline being described by metes and bounds as follows to-wit:

BEGINNING N 32°00'46" E 897.49 feet from the southwest corner of the aforesaid 11.93 arpent tract of land being on the east boundary line of a tract of land described in a deed to The Dupuis Family Trust as recorded in Bk.1220, Folio 665 O.P.R.C.C.S.M.P.L. being the Point of Entry and having UTM, North Zone 15 coordinate values of N 11,005,543.46 and E 2,008,165.45;

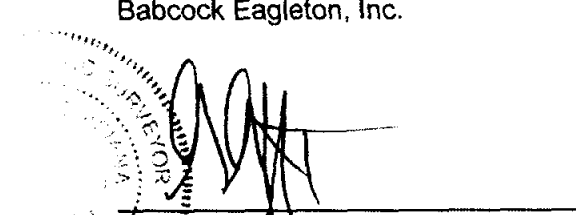
THENCE N 77°12'02" E at 101.61 feet the east boundary line of said 11.93 arpent tract of land being on the west boundary line of a tract of land described in a deed to Earl LeBlanc as recorded in Bk. 831, Folio 812 O.P.R.C.C.S.M.P.L. being the Point of Exit having UTM, North Zone 15 coordinate values of N 11,005,565.97 and E 2,008,264.54 from which the southeast corner of same bears S 31°59'46" W 901.33 feet;

This centerline contains 6.16 rods, more or less.

NOTE: This legal description is the result of a survey made on the ground under my direct supervision. The subsequent mapping is the result of that survey made in conjunction with record title information as furnished by others and should not be construed to represent a boundary survey. The coordinates and bearings are referenced to UTM, North Zone 15, North American Datum of 1983 as derived from GPS observations and where applicable the deed calls are made for comparison to grid bearings.

Dwg. No. LA-SM-106.000 shown as Exhibit "A" was prepared in conjunction with this centerline description.

Babcock Eagleton, Inc.



George E. Griffith  
LA-PLS 4893  
October 15, 2010

Babcock Eagleton, Inc.  
2900 N Loop West, Suite 1000  
Houston, TX 77092  
713-871-8787

## St. Martin Parish Recording Page

Becky P Patin  
CLERK OF COURT  
P.O. BOX 308  
St. Martinville, LA 70582  
(337) 394-2210

**First VENDOR**

BERARD, MITCHELL

**First VENDEE**

KNOTT, FLOYD J

Index Type : CONVEYANCE

Inst Number : 520691

Type of Document : CASH SALE

Book : 1790

Page : 412

Recording Pages : 3

**Recorded Information**

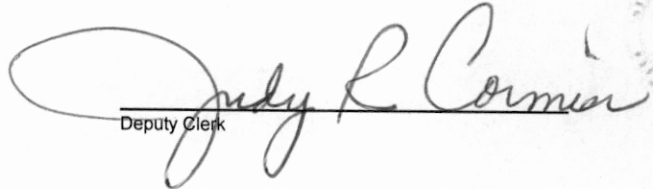
I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Martin Parish, Louisiana

On (Recorded Date) : 08/16/2018

At (Recorded Time) : 2:57:39PM



Doc ID - 007514260003

  
Deputy Clerk





**CASH SALE**

BE IT KNOWN, that before us, the undersigned authorities, Notaries Public in and for the below mentioned Parishes and State, duly commissioned and qualified as such personally came and appeared:

**MITCHELL (NMI) BERARD** (SSN \*\*\*-\*\*-6687), divorced from Bobbie Berry, a single person of the full age of majority and resident of Jefferson Parish, Louisiana, whose mailing address is 2001 Green Acres Rd., Metairie, Louisiana 70003, hereinafter referred to as SELLER/VENDOR;

who does now by these presents sell, transfer and deliver with full warranty and guarantee of title and free and clear from all encumbrances unto:

**FLOYD J. KNOTT** (SSN \*\*\*-\*\*-7869), husband of Rose Guidry, and the said **ROSE GUIDRY KNOTT** (SSN \*\*\*-\*\*-0877), both of the full age of majority and residents of St. Martin Parish, Louisiana, whose mailing address is 1094 Bushville Hwy., Arnaudville, Louisiana 70512, hereinafter referred to as PURCHASERS;

present, accepting and purchasing for themselves, their successors and assigns, and acknowledging delivery and possession thereof, the following described properties, to-wit:

1. The eastern one-half, determined by bisecting along a line to be drawn parallel to its eastern and western boundaries, of that certain tract or parcel of land together with all rights, ways, privileges and servitudes thereto appertaining and all appurtenances thereof, situated in Section 63, Township 8 South, Range 6 East, Fifth Ward, East side of Bayou Teche, Parish of St. Martin, Louisiana, containing 11.93 arpents and delineated as "Plot 2C, 11.93 Arp., 'KPRLK'" and having the dimensions, configuration and adjacent land owners as set forth on that certain plat of survey prepared by Fred L. Colomb, Registered Surveyor, dated July 10, 1964 and amended July 10, 1979 and thereafter recorded in Conveyance Book 796, Folio 901, under Entry Number 189308 of the records of St. Martin Parish, Louisiana, and being further identified as that portion of property situated North of Interstate 10 acquired by Alice Berard Bellows by judgment of possession dated August 6, 1979 and filed of record on that same date in Conveyance Book 798, Folio 141, under Entry Number 189609 of the records of St. Martin Parish, Louisiana.
2. The eastern one-half, determined by bisecting along a line to be drawn parallel to its eastern and western boundaries, of that certain tract or parcel of land together with all rights, ways, privileges and servitudes thereto appertaining and all appurtenances thereof, situated in Section 63, Township 8 South, Range 6 East, Fifth Ward, East side of Bayou Teche, Parish of St. Martin, Louisiana, and delineated as "Plot 2A, 2.62 Arp., 'DCEFD'" and having the dimensions, configurations and adjacent land owners as set forth on that certain plat of survey prepared by Fred L. Colomb, Registered Surveyor, dated July 10, 1964 and amended July 10, 1979 and thereafter recorded in Conveyance Book 796, Folio 901, under Entry Number 189308 of the records of St. Martin Parish, Louisiana, and being further identified as that portion of property situated South of Interstate 10 acquired by Alice Berard Bellows by judgment of possession dated August 6, 1979 and filed of record on that same date in Conveyance Book 798, Folio 141, under Entry Number 189609 of the records of St. Martin Parish, Louisiana, less and except any portion thereof previously acquired by Alice Berard by Act of Cash Sale recorded in Conveyance Book 568, Folio 548 under Entry Number 138955 of the records of St. Martin Parish, Louisiana.

This sale is made and accepted subject to any restrictive covenants, easements, rights of way,



mineral reservations or other obligations of ownership recorded in the public records of St. Martin Parish, Louisiana and effecting the herein above described property.

Vendor reserves all of the oil, gas and other minerals underlying the above described property with the provision that neither vendor, or vendor's assigns nor any mineral lessees thereof shall conduct surface operations on the above described property in conjunction with said reserved rights.

Taxes for the year 2017 have been paid and taxes for the year 2018 will be paid by Purchasers when they become due.

This sale is made and accepted for and in consideration of the sum of **TWENTY THOUSAND AND NO/100 (\$20,000.00) DOLLARS**, cash in hand paid, for which acquittance is herein granted.

THUS DONE AND SIGNED at Metairie, Jefferson Parish, Louisiana, on this 9th day of August, 2018, in the presence of the undersigned competent witnesses, who sign with Appearers and me, Notary, after due reading of the whole.

WITNESSES:

|                                  |                                |
|----------------------------------|--------------------------------|
| Sign Name <u>Marc C. Berard</u>  | <u>Mitchell Berard</u>         |
| Print Name <u>MARC C. BERARD</u> | MITCHELL (NMI) BERARD - Seller |
| Sign Name <u>Byron Berard</u>    |                                |
| Print Name <u>BYRON BERARD</u>   |                                |

Vance W. Ott  
 NOTARY PUBLIC  
 Print Name VANCE W. OTT  
 Notary ID # 53763  
 My Commission Expires with life

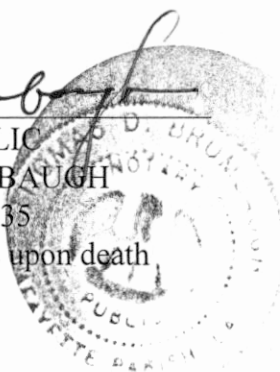


THUS DONE AND SIGNED at LAFAYETTE, LAFAYETTE Parish, Louisiana, on this 14th day of August, 2018, in the presence of the undersigned competent witnesses, who sign with Appearers and me, Notary, after due reading of the whole.

WITNESSES:

|                                      |                            |
|--------------------------------------|----------------------------|
| Sign Name <u>Shasta C. Mouton</u>    | <u>Floyd J. Knott</u>      |
| Print Name <u>SHASTA C. MOUTON</u>   | FLOYD J. KNOTT - Seller    |
| Sign Name <u>Kathleen E. Lackey</u>  | <u>Rose Guidry Knott</u>   |
| Print Name <u>KATHLEEN E. LACKEY</u> | ROSE GUIDRY KNOTT - Seller |

Thomas D. Brumbaugh  
 NOTARY PUBLIC  
 THOMAS D. BRUMBAUGH  
 Notary ID #37835  
 My Commission Expires upon death



St. Martin Parish Recording Page

Becky P Patin  
CLERK OF COURT  
P.O. BOX 308  
St. Martinville, LA 70582  
(337) 394-2210

First VENDOR

KNOTT, ROSE GUIDRY

First VENDEE

KNOTT, FLOYD J

Index Type : CONVEYANCE

Inst Number : 571124

Type of Document : DONATION & USUFRUCT

Book : 1911

Page : 364

Recording Pages : 14

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Martin Parish, Louisiana.



On (Recorded Date) : 03/14/2024

At (Recorded Time) : 4:34:19PM



*Judy R Cormier*  
Deputy Clerk

Doc ID - 008501510014

ACT OF DONATION

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME, the undersigned authority, Notary Public duly commissioned and qualified in and for the aforesaid Parish and State, before the undersigned competent witnesses and on the date hereinafter mentioned, personally came and appeared:

ROSE GUIDRY (SSN \*\*\*-\*\*-0877), wife of Floyd J. Knott, of the full age of majority and a resident of St. Martin Parish, Louisiana, whose permanent mailing address is 1094 Bushville Highway Arnaudville, Louisiana 70512, and herein represented by Dorsey J. Knott as per that power of attorney, the original of which is attached hereto and made part hereof, hereinafter referred to as DONOR, and

FLOYD J. KNOTT (SSN \*\*\*-\*\*-7869), husband of Rose Guidry, of the full age of majority and a resident of St. Martin Parish, Louisiana, whose permanent mailing address is 1094 Bushville Highway, Arnaudville, Louisiana 70512, hereinafter referred to as DONEE ;

who, after being duly sworn, did depose and state:

That DONOR, ROSE GUIDRY KNOTT, in consideration of the love and affection which she bears for her husband, does by these presence give, grant, alienate, confirm and irrevocably donate to DONEE, FLOYD J. KNOTT, the entirety of her community right, title and interest in and to all of the immovable property shown on Exhibit A attached hereto and made part hereof. This donation is subject to a reservation by DONOR of usufruct for life of buildings and improvements of their home place located at 1094 Bushville Highway, Arnaudville, Louisiana and as well all rights of ingress and egress along Noth Lane connecting said home place to the Bushville Highway.

DONEE, FLOYD J. KNOTT appears herein to accept this donation with gratitude in accordance with the terms and condition thereof, and to acknowledge delivery and possession thereof.

THUS DONE AND SIGNED at Lafayette, Louisiana, in the presence of the undersigned competent witnesses, both of whom sign with appearers and me, Notary, on this 29<sup>th</sup> day of January, 2024, after due reading of the whole.

WITNESSES:

Makine D. Brumbaugh  
Laurin M. Knott  
Laurin M. Knott

ROSE GUIDRY KNOTT, Donor

BY: Dorsey J. Knott  
DORSEY J. KNOTT, Agent  
Floyd J. Knott  
FLOYD J. KNOTT, Donee

Thomas D. Brumbaugh  
NOTARY PUBLIC  
THOMAS D. BRUMBAUGH  
NOTARY ID NO. 37835

**EXHIBIT A**

1. That certain tract of land with all buildings and improvements thereon, situated in St. Martin Parish, Louisiana, on the East side of Bayou Teche, containing 21 arpents, more or less, and bounded, now or formerly, North by Desire Guidry or assigns, South by Paul Blanchard, East by Public Road and West by Bayou Teche; LESS AND EXCEPT: That certain parcel of land, together with all buildings and improvements situated thereon, and appertaining thereto, situated in the Northeast corner of a 21 arpent tract of land, located in Section 37, Township 8 South, Range 5 East, St. Martin Parish, Louisiana, having a frontage of 120 feet on State Highway 374 by a depth between parallel lines of 120 feet, with a rear line of 120 feet and being further described as bounded, now or formerly, as follows: North by Jules Darby Estate; East by State Highway 347; South and West by Margie Dolese Rivette; being the same property donated to Karen Marie Rivette and Jack Joseph Ray by virtue of Entry No. 180163 of the Conveyance records of St. Martin Parish, Louisiana. LESS AND EXCEPT: That certain parcel of ground, with all improvements, situated in Section 37, Township 8 South, Range 5 East, St. Martin Parish, Louisiana, said parcel having a frontage of 100 feet on Louisiana Highway 347 (401) by a depth between parallel lines of 208 feet, with a rear line of 100 feet, and being bounded, now or formerly, as follows: North and West by Margie Dolese Rivette, South by Dorsey Knott, and East by Louisiana Highway 347 (401); being a parcel of ground taken from the southeasterlymost corner of a larger tract of land owned by Margie Dolese Rivette containing 21 arpents, more or less, and acquired by Margie Dolese Rivette as the sole heir of Numa Dolese as per that amended Judgment of Possession recorded under Entry No. 180752 of the Conveyance records of St. Martin Parish, Louisiana, and conveyed to Floyd J. Knott, et ux, by virtue of Entry No. 209827 of the Conveyance records of St. Martin Parish, Louisiana. Being the same property acquired by Floyd J. Knott and Rose Guidry Knott from Margie Dolese Rivette by virtue of Entry No. 210304 of the Conveyance records of St. Martin Parish, Louisiana.

LESS AND EXCEPT: That certain lot or parcel of ground, together with all buildings and improvements situated thereon and all rights, ways, privileges, and servitudes thereunto appertaining and all appurtenances thereof, situated in Section 37, Township 8 South, Range 5 East, Parish of St. Martin, Louisiana, containing 2.652 acres, more or less, measuring 231.45 feet on State Highway 347 (also known as Bushville Highway), designated as PARCEL 1, containing such further dimensions, and as fully shown on plat of survey by Robert L. Wolfe, Jr., Surveyor, dated December 9, 2010, and attached to Entry No. 442724 of the Conveyance Records of St. Martin Parish, Louisiana. Being the same property donated to Bayou Teche Holdings, LLC by virtue of Entry No. 442724, records of St. Martin Parish, Louisiana.

LESS AND EXCEPT: That certain lot or parcel of ground, together with all buildings and improvements situated thereon and all rights, ways, privileges, and servitudes thereunto appertaining and all appurtenances thereof, situated in Section 37, Township 8 South, Range 5 East, Parish of St. Martin, containing 1.433 acres, more or less, measuring 125.11 feet on State Highway 347 (also known as Bushville Highway), designated as TRACT A, containing such further dimensions, and as fully shown on plat of survey by Robert L. Wolfe, Jr., Surveyor, dated December 9, 2010, and attached to Entry No. 442724 of the Conveyance Records of St. Martin Parish, Louisiana. Being the same property donated to Bayou Teche Holdings, LLC by virtue of Entry No. 442724, records of St. Martin Parish, Louisiana.

LESS AND EXCEPT: That certain lot or parcel of ground, together with all buildings and improvements situated thereon and all rights, ways, privileges, and servitudes thereunto appertaining and all appurtenances thereof, situated in Section 37, Township 8 South, Range 5 East, St. Martin Parish, Louisiana, containing and measuring 0.344 acres, more or less, said parcel having a frontage of 120.00 feet on Noth Lane (a private land), with such other dimensions and boundaries as are shown on that plat of survey prepared by Morgan Goudeau & Associates, dated January 31, 2007, the original of which is attached to that Cash Sale sold to Andrew David Spencer-Lee and Erica Ann Bammel Spencer-Lee recorded in Book 1463, Page 417, under Entry No. 397126, records of St. Martin Parish, Louisiana. Being the same property sold to Andrew David Spencer-Lee and Erica Ann Bammel Spencer-Lee by virtue of Entry No. 397126, records of St. Martin Parish, Louisiana.

LESS AND EXCEPT: That certain parcel of ground, together with all buildings and improvements, and all rights, ways, privileges and servitudes thereto appertaining and all appurtenances thereof, situated in Section 37, Township 8 South, Range 5 East, St. Martin Parish, Louisiana, being known and designated as PARCEL A, containing and

measuring 0.527 acres, more or less, said parcel having a frontage of 149.51 feet on Noth Lane (a private lane), with such other dimensions and boundaries as are shown on that current plat of survey prepared by Morgan Goudeau & Associates, dated November 30, 2020, the original of which is attached to that Cash Sale sold to Andrew David Spencer-Lee and Erica Ann Bammel Spencer-Lee recorded in Book 1837, Page 716, under Entry No. 541495, records of St. Martin Parish, Louisiana. Being the same property sold to Andrew David Spencer-Lee and Erica Ann Bammel Spencer-Lee by virtue of Entry No. 541495, records of St. Martin Parish, Louisiana.

MUNICIPAL ADDRESS: 1094 Bushville Highway, Arnaudville, Louisiana 70512

2. A certain tract of land, together with all buildings and improvements thereon, situated in Section 63, Township 7 South, Range 5 East, and Section 37, Township 8 South, Range 5 East, containing 10.27 acres, more or less, and being bounded, now or formerly, as follows: North by property of Dolese; South by property of Blanchard; East by a Public road; and West by Bayou Teche. LESS AND EXCEPT: That lot sold by Edna A. Hinckley, et al to Bernard Letivillier on July 3, 1950, recorded under Entry No. 84875 in Conveyance Book 211, at Page 307, of the records of St. Martin Parish, Louisiana; being the same property acquired by Dufilho Land Development by virtue of Entry No. 206417 of the Conveyance records of St. Martin Parish, Louisiana; being the same property acquired by Floyd J. Knott and Rose Guidry Knott from Dufilho Land Development by virtue of Entry No. ~~284394~~ of the Conveyance records of St. Martin Parish, Louisiana. LESS AND EXCEPT: That certain lot or parcel of ground, together with all buildings and improvements situated thereon and all rights, ways, privileges, and servitudes thereunto appertaining and all appurtenances thereof, situated in Section 37, Township 8 South, Range 5 East, Parish of St. Martin, Louisiana, containing 5.321 acres, more or less, measuring 270.93 feet on Louisiana Highway 347 (also known as Bushville Highway), designated as TRACT C, containing such further dimensions, and as fully shown on plat of survey by Robert L. Wolfe, Jr., Surveyor, dated September 13, 2010, a copy of said plat is attached to that Act of Donation recorded in Conveyance Book 1742, Page 337, under Entry No. 501384, records of St. Martin Parish, Louisiana. Being the same property donated to Karlos Knott by virtue of Entry No. 501384, records of St. Martin Parish, Louisiana. Municipal Address: 1106 Bushville Highway, Arnaudville, Louisiana 70512

MUNICIPAL ADDRESS: 1108 Bushville Highway, Arnaudville, Louisiana 70512

3. That certain lot of ground, together with all buildings and improvements situated thereon, and all rights, ways, privileges, and servitudes thereto appertaining and all appurtenances thereof, situated in Section 48, Township 7 South, Range 6 East, St. Martin Parish, Louisiana, being known and designated as LOT 3 of DAVID MARKS PHASE 2 SUBDIVISION, containing 0.547 acres, more or less, said tracts are shown, depicted and delineated on the plat of survey prepared by Morgan Goudeau & Associates dated January 9, 2012, revised May 22, 2012 and recorded May 25, 2012 in Conveyance Book 1620, Page 57, under Entry No. 455908 of the Conveyance Records of St. Martin Parish, Louisiana.

MUNICIPAL ADDRESS: (unimproved property) North Portage Road, Arnaudville, Louisiana 70512

4. That certain tract or parcel of land, together with all buildings and improvements situated thereon, and all rights, ways, privileges, and servitudes thereto appertaining and all appurtenances thereof, situated in Section 48, Township 7 South, Range 6 East, St. Martin Parish, Louisiana, containing and measuring 4.242 acres, more or less, having such dimensions and boundaries as shown on that plat of survey prepared by C & R Land Surveying, LLC, dated August 11, 2023, a copy of which is attached to Entry No. 567048, Book 1900, Page 795, of the records of St. Martin Parish, Louisiana, whereon said plat of survey the herein described property is shown and designated as TRACT 11-B-A-9-8.

MUNICIPAL ADDRESS: (unimproved property) Charles Marks Road, Arnaudville, Louisiana 70512

5. That certain parcel or tract of ground, together with all buildings and improvements situated thereon, and all rights, ways, privileges, and servitudes thereto appertaining and all appurtenances thereof, situated in Section 48, Township 7 South, Range 6 East, St. Martin Parish, Louisiana, being known and designated as TRACT B-1-C, containing 3.20 acres, more or less, said tract is shown, depicted and delineated on the plat of survey prepared by C & R Land Surveying, LLC, Kappy Cullum, PLS 5013, dated September 10, 2019, revised September 30, 2019, the original of which is attached to credit sale recorded under Entry No. 531012, Bk 1815,

Pg 232, records of St. Martin Parish, Louisiana. Being the same property acquired by Floyd J. Knott and Rose Guidry Knott from Sherman J. Calais and Mary Collins Calais by virtue of Dation En Paiement recorded under Entry No. 557226, records of St. Martin Parish, Louisiana.

MUNICIPAL ADDRESS: (unimproved property) N. Portage Highway, Arnaudville, Louisiana 70512

6. That certain parcel or tract of ground, together with all buildings and improvements situated thereon, and all rights, ways, privileges, and servitudes thereto appertaining and all appurtenances thereof, situated in Section 48, Township 7 South, Range 6 East, St. Martin Parish, Louisiana, being known and designated as TRACT B-1-E, containing 19.696 acres, more or less, said tract is shown, depicted and delineated on the plat of survey prepared by C & R Land Surveying, LLC, Kappy Cullum, PLS 5013, dated June 8, 2021, the original of which is recorded of even date herewith, records of St. Martin Parish, Louisiana.

MUNICIPAL ADDRESS: (unimproved property) N. Portage Highway, Arnaudville, Louisiana 70512

7. That certain parcel of ground, together with all buildings and improvements, situated in Section 48, Township 7 South, Range 6 East, St. Martin Parish, Louisiana, being known and designated as LOT 6, with such other dimensions and boundaries as are shown on that certain plat of survey prepared by Alfred Fuselier, Registered Land Surveyor, dated November 11, 1993, a copy of which is attached to Entry No. 275799 of the Conveyance Records of St. Martin Parish, Louisiana. Being the same property acquired by Floyd J. Knott and Rose Guidry Knott from Jamie Tomblin Hebert by virtue of Entry No. 545511, records of St. Martin Parish, Louisiana. MUNICIPAL ADDRESS: 1025 Bernard Lane, Arnaudville, Louisiana 70512

8. That certain tract or parcel of land, together with all buildings and improvements thereon, situated in Section 48, Township 7 South, Range 6 East, St. Martin Parish, Louisiana, having dimensions of 50' x 455', more or less, and being the remainder of that 12.74 acres identified as LOT D on a plat of survey by Irvin L. Deranger, dated January 15, 1985, a copy of which plat is attached to and recorded under Entry No. 230408 of the conveyance records of St. Martin Parish, Louisiana. Being a portion of the same property acquired by Franzeska Marks, Marcolby David Marks and Storm Todd Thomas Marks by Donation Inter Vivos from David Marks, recorded March 17, 1994, under Act No. 271024, records of St. Martin Parish, Louisiana. Being a portion of the same property acquired by Floyd J. Knott and Rose Guidry Knott from Franzeska Marks and Marcolby David Marks by virtue of Cash Sale recorded under Entry No. 446990, records of St. Martin Parish, Louisiana.

MUNICIPAL ADDRESS: (unimproved property) ~~N. Portage Highway~~ **LEBLANC LANE**, Arnaudville, Louisiana 70512

9. That certain lot or parcel of ground, together with all easements, rights, appurtenances, buildings and improvements thereon or thereunto belonging, situated in Section 48, Township 7 South, Range 6 East, Parish of St. Martin, Louisiana, containing 0.492 acres, more or less, being known and designated as PLOT 4A, as shown on a plat of survey prepared by Clarence Thibodeaux, RLS, dated November 7, 2003, a copy of which is attached to Act No. 387079, COB 1439, Page 312, records of St. Martin Parish, Louisiana; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property; being the same property acquired by Floyd J. Knott and Rose Guidry Knott from Fannie Mae a/k/a Federal National Mortgage Association by virtue of Special Warranty Deed recorded under Entry No. 452723, records of St. Martin Parish, Louisiana.

MUNICIPAL ADDRESS: 1029 Regis Lagrange Road, Arnaudville, Louisiana 70512

- 10.a. That certain tract or parcel of ground, together with all buildings and improvements thereon, and all the rights, ways, privileges, servitudes, and appurtenances thereunto appertaining, situated in Section 63, Township 8 South, Range 6 East, St. Martin Parish, Louisiana, containing 44.30 acres, more or less, and being designated as TRACT 4 on that plat of survey prepared by Clarence Thibodeaux & Associates, Inc., dated August 15, 1983, a copy of which is recorded under Entry No. 218581 of the Conveyance Records of St. Martin Parish, Louisiana.
- b. All rights, title and interests in and to that certain 60' Missouri Pacific Railroad Right of Way running along the westerly property line as shown on that plat of survey prepared by Clarence Thibodeaux & Associates, Inc., dated August 15, 1983, a copy of which is recorded under Entry No. 218581 of the Conveyance Records of St. Martin Parish, Louisiana.

Being the same property acquired from Katherine Maria Elena Cordova by virtue of Entry No. 425403, records of St. Martin Parish, Louisiana.

11. That certain tract of land, together with all buildings and improvements situated thereon, and all rights, ways, privileges, and servitudes thereto appertaining and all appurtenances thereof, situated in the Fifth Ward of St. Martin Parish, Louisiana, in Section 63, Township 8 South, Range 6 East, containing 18 arpents, more or less (sometimes referred to as containing 16 acres, more or less), and bounded, now or formerly, on the North by J. E. Broussard, South by Melvin Dupuis Road, East by Bertha Dupuis Huval, and West by Madeline Melancon. Being the identical property acquired by Paulin Usie from Hayes, per Deed dated recorded August 17, 1926, in Book 93, Folio 281, under Entry No. 47577 of the Conveyance Records of St. Martin Parish, Louisiana. For title, see COB 480, Folio 397, No. 125770; LESS AND EXCEPT those parcels sold out to the State of Louisiana and the Department of Highways of the State of Louisiana for Interstate 10 recorded under Entry Number 138719 in the Conveyance Records of St. Martin Parish, Louisiana. Being the same property acquired by Floyd J. Knott and Rose Guidry Knott from Dwayne Jude Usie by virtue of Entry No. 477768, records of St. Martin Parish, Louisiana.
12. That certain tract of land, together with all buildings and improvements thereon and thereunto belonging, with all rights, ways, privileges, servitudes and appurtenances thereunto belonging, situated in Section 63, Township 8 South, Range 6 East, Fifth Ward, East Side of Bayou Teche, St. Martin Parish, Louisiana, containing 20.27 arpents, more or less, designated as TRACT 3-B, encircled by the letters "J", "K", "L", "M", "N", "O", "U", and "S" containing such dimensions as fully depicted on that plat of survey by Fred L. Colomb, Surveyor, dated July 14, 1972, recorded in Book 99, at Page 648, under Entry No. 214817 of the Conveyance records of St. Martin Parish, Louisiana, and being bounded on the Northeast by the property of Dermellie Calais; on the Northwest by the property designated as Tract 4-B on the aforementioned plat of survey; and on the Southwest by the public road located along the Northeast line of Interstate Highway 10. Being the same property acquired by Floyd J. Knott and Rose Guidry from John Douglas Courville by virtue of Cash Sale recorded under Entry No. 519424, and by virtue of Cash Sale from James Ray Courville, Jr. recorded under Entry No. 495834, both of the records of St. Martin Parish, Louisiana.
13. That certain tract or parcel of ground, together with all buildings and improvements thereon and thereunto belonging, with all rights, ways, privileges, servitudes and appurtenances thereof, located in Section 63, Township 8 South, Range 6 East, St. Martin Parish, Louisiana, containing 11.52 arpents (9.76 acres), designated as PLOT 1-C, containing such further dimensions and as fully depicted on plat of survey of Fred L. Colomb, Surveyor, dated July 10, 1964, amended July 10, 1979, recorded in Book 796, at page 901, under Entry No. 189308 of the Conveyance Records of St. Martin Parish, Louisiana, and being bounded now or formerly, on the Northeast by the property of Dermellie Calais, on the Southeast, in part by the property of the heirs of Ledel Dupuis, and in part by the property of Alton Huval, on the Northwest by that property designated as PLOT 2-C on the aforementioned plat of survey, and on the Southwest by that property designated as PLOT 1-B on the aforementioned plat of survey or Interstate Highway 10. Being the same property acquired by Floyd J. Knott and Rose Guidry Knott from Earl J. LeBlanc by virtue of Cash Sale recorded under Entry No. 519460, records of St. Martin Parish, Louisiana.
14. The eastern one-half, determined by bisecting along a line to be drawn parallel to its eastern and western boundaries, of that certain tract or parcel of land together with all rights, ways, privileges and servitudes thereto appertaining and all appurtenances thereof, situated in Section 63, Township 8 South, Range 6 East, Fifth Ward, East side of Bayou Teche, Parish of St. Martin, Louisiana, containing 11.93 arpents and delineated as "Plot 2C, 11.93 Arp., 'KPRLK'" and having the dimensions, configuration and adjacent land owners as set forth on that certain plat of survey prepared by Fred L. Colomb, Registered Surveyor, dated July 10, 1964 and amended July 10, 1979 and thereafter recorded in Conveyance Book 796, Folio 901, under Entry Number 189308 of the records of St. Martin Parish, Louisiana, and being further identified as that portion of property situated North of Interstate 10 acquired by Alice Berard Bellows by judgment of possession dated August 6, 1979 and filed of record on that same date in Conveyance Book 798, Folio 141, under Entry Number 189609 of the records of St. Martin Parish, Louisiana. Being the same property acquired by Floyd J. Knott and Rose Guidry Knott from Mitchell Berard by virtue of Cash Sale recorded under Entry No. 520691, records of St. Martin Parish, Louisiana.
15. The western one-half, determined by bisecting along a line to be drawn parallel to its eastern and western boundaries, of that certain tract or parcel of land together with all rights, ways, privileges and servitudes thereto appertaining and all appurtenances thereof, situated in Section 63, Township 8 South, Range 6 East, Fifth Ward, East side of Bayou Teche, Parish of St. Martin,



Louisiana, containing 11.93 arpents and delineated as “Plot 2C, 11.93 Arp., ‘KPRLK’” and having the dimensions, configuration and adjacent land owners as set forth on that certain plat of survey prepared by Fred L. Colomb, Registered Surveyor, dated July 10, 1964 and amended July 10, 1979 and thereafter recorded in Conveyance Book 796, Folio 901, under Entry Number 189308 of the records of St. Martin Parish, Louisiana, and being further identified as that portion of property situated North of Interstate 10 acquired by Alice Berard Bellows by judgment of possession dated August 6, 1979 and filed of record on that same date in Conveyance Book 798, Folio 141, under Entry Number 189609 of the records of St. Martin Parish, Louisiana. Being the same property acquired by Floyd J. Knott and Rose Guidry Knott from The Dupuis Family Trust, et al by virtue of Cash Sale recorded under Entry No. 520692, records of St. Martin Parish, Louisiana.

16.     That certain tract or parcel of land, together with all rights, ways, privileges and servitudes thereto appertaining and all appurtenances thereof, situated in Section 63, Township 8 South, Range 6 East, Fifth Ward, East side of Bayou Teche, Parish of St. Martin, Louisiana, containing 16.08 arpents, measuring one hundred forty-six (146) feet on the public road, its Southwestern line, designated as Plot 3, containing such further dimensions and as fully depicted on plat of survey by Fred L. Colomb, Surveyor, dated July 10, 1964, amended July 10, 1979, recorded in Book 796, at Page 901, under Entry No. 189308 of the Conveyance Records of St. Martin Parish, Louisiana, and being bounded, now or formerly, on the Northeast by the property of Dermellie Calais, on the Southeast by that property designated as Plot 2 on the aforementioned plat of survey, on the Northwest by the property of Bertha Dupuis Huval, and on the Southwest by public road. LESS AND EXCEPT: portion thereof conveyed by virtue of Order of Expropriation dated June 15, 1967, recorded in Book 574, at Page 44, under Entry No. 139891 of the Conveyance Records of St. Martin Parish, Louisiana. Being the same property acquired by Floyd J. Knott and Rose Guidry Knott from The Dupuis Family Trust, et al by virtue of Cash Sale recorded under Entry No. 520692, records of St. Martin Parish, Louisiana.
17.     

1.       An undivided thirty-six (36%) percent interest in a certain tract or parcel of ground, together with all buildings and improvements situated thereon, situated in Section 10, 11, and 12, Township 15 South, Range 11 West, Cameron Parish, Louisiana, being identified as Lots 3 and 4 of Block 5 of Unit 3 of Holly Beach Subdivision, Cameron Parish, Louisiana.

2.       An undivided fifty (50%) percent interest in a certain tract or parcel of ground, together with all buildings and improvements situated thereon, situated in Section 10, 11, and 12, Township 15 South, Range 11 West, Cameron Parish, Louisiana, being identified as Lots 59 and 60 of Block 5 of Unit 3 of Holly Beach Subdivision, Cameron Parish, Louisiana.



convenient or proper in order to exercise any of the powers described in this document and to incur reasonable costs in the exercise of any such powers and, in conjunction therewith, to render bills for all costs incurred in the exercise of the powers granted in this document to any trustee of any trust for the benefit of Principal; (F) To the maximum extent permitted by law, Principal hereby releases and forever discharges Agent from all liability and from all claims or demands of all kinds arising out of the acts of or omissions of Agent relating to this power of attorney, except for willful misconduct or gross negligence by Agent; and (G) If any part of any provision of this document shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this document.

**THUS DONE AND PASSED** at Breaux Bridge, St. Martin Parish, Louisiana, on the date first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names as such, with the Principal and the undersigned Notary Public.

WITNESSES:

*Maxine D. Brumbaugh*  
Maxine D. Brumbaugh  
*Randy Deutler*  
Randy Deutler

*Rose Guidry Knott*  
ROSE GUIDRY KNOTT, Principal

*Thomas D. Brumbaugh*  
NOTARY PUBLIC  
THOMAS D. BRUMBAUGH  
NOTARY ID NO. 37833



## LED Partial Title Abstract

### St. Martin Parish

Henderson I-10 Site

Parcel Number 0520001431

Assessment Number 1251951

### 24 arpents in Sec. 63 T8S R6E and Sec. 35 T8S R6E

Dates Researched: 1961 to March 10, 2026

#### Current Ownership:

Guy B. Zimmerman – 37.619%

Mark Louis Zimmerman – 18.8095%

Jake D. Zimmerman – 9.4048%

Lacie N. Zimmerman – 9.4048%

Paul J. Zimmerman – 9.40475%

Tiffany L. Zimmerman – 9.40475%

Pamela V. Zimmerman – 5.952%

1301 St. John Street

#306

Lafayette, LA 70506

| Instrument 1                    | Servitude                                          |
|---------------------------------|----------------------------------------------------|
| Entity Acquiring Property       | United Gas Pipe Line company                       |
| Owner of Property when Acquired | Ledelle D. Dupuis, Jr. and Nellie Dupuis Zimmerman |
| File Number                     | 118850                                             |
| Acreage/Lot #                   | See document                                       |
| Location                        | Sec. 63 T8S R6E                                    |
| Date Acquired/Recorded          | 6/26/1961                                          |
| Notes:                          | Plat attached                                      |
|                                 |                                                    |
| Instrument 2                    | Judgment                                           |
| Entity Acquiring Property       | American Louisiana Pipe Line Company               |
| Owner of Property when Acquired | Ledelle Dupuis, Jr., et al                         |
| File Number                     | 129452                                             |
| Acreage/Lot #                   | See document                                       |
| Location                        | Sec. 63 T8S R6E                                    |
| Date Acquired/Recorded          | 7/21/1964                                          |
| Notes:                          | Plat Attached                                      |
|                                 |                                                    |
| Instrument 3                    | Judgment                                           |
| Entity Acquiring Property       | Michigan Wisconsin Pipe Line Company               |
| Owner of Property when Acquired | Ledelle Dupuis, Jr., et al                         |
| File Number                     | 143997                                             |
| Acreage/Lot #                   | See document                                       |
| Location                        | Sec. 63 T8S R6E                                    |

|                                        |                                                           |
|----------------------------------------|-----------------------------------------------------------|
| Date Acquired/Recorded                 | 7/2/1968                                                  |
| Notes:                                 | Plat attached                                             |
|                                        |                                                           |
| <b>Instrument 4</b>                    | <b>Amendment to Servitude</b>                             |
| <b>Entity Acquiring Property</b>       | <b>United Gas Pipe Line company</b>                       |
| <b>Owner of Property when Acquired</b> | <b>Ledelle D. Dupuis, Jr. and Nellie Dupuis Zimmerman</b> |
| File Number                            | 146028                                                    |
| Acreage/Lot #                          | See document                                              |
| Location                               | Sec. 63 T8S R6E and Sec. 35 T8S R6E                       |
| Date Acquired/Recorded                 | 2/6/1969                                                  |
| Notes:                                 | Amendment to file 118850                                  |
|                                        |                                                           |
| <b>Instrument 5</b>                    | <b>Servitude Agreement</b>                                |
| <b>Entity Acquiring Property</b>       | <b>Gulf States Utilities Company</b>                      |
| <b>Owner of Property when Acquired</b> | <b>Ledelle D. Dupuis, Jr. and Nellie Dupuis Zimmerman</b> |
| File Number                            | 231971                                                    |
| Acreage/Lot #                          | See document                                              |
| Location                               | Sec. 63 T8S R6E                                           |
| Date Acquired/Recorded                 | 11/6/1985                                                 |
| Notes:                                 | Plat attached                                             |
|                                        |                                                           |
| <b>Instrument 6</b>                    | <b>Servitude Agreement</b>                                |
| <b>Entity Acquiring Property</b>       | <b>Royal International Petroleum Corporation</b>          |
| <b>Owner of Property when Acquired</b> | <b>Ledelle D. Dupuis, Jr. and Nellie Dupuis Zimmerman</b> |
| File Number                            | 272002                                                    |
| Acreage/Lot #                          | 30' ROW                                                   |
| Location                               | Sec. 63 T8S R6E and Sec. 35 T8S R6E                       |
| Date Acquired/Recorded                 | 6/13/1994                                                 |
| Notes:                                 |                                                           |
|                                        |                                                           |
| <b>Instrument 7</b>                    | <b>Sale (Sell-Off)</b>                                    |
| <b>Entity Acquiring Property</b>       | <b>Mark Louis Zimmerman</b>                               |
| <b>Owner of Property when Acquired</b> | <b>Ledelle D. Dupuis, Jr. and Nellie Dupuis Zimmerman</b> |
| File Number                            | 286625                                                    |
| Acreage/Lot #                          | 1.058 acres                                               |
| Location                               | Sec. 63 T8S R6E and Sec. 35 T8S R6E                       |
| Date Acquired/Recorded                 | 9/5/1979                                                  |
| Notes:                                 | Plat attached                                             |
|                                        |                                                           |
| <b>Instrument 8</b>                    | <b>Sale (Sell-Off)</b>                                    |
| <b>Entity Acquiring Property</b>       | <b>Allison G. Enterprise, LLC</b>                         |
| <b>Owner of Property when Acquired</b> | <b>Ledelle D. Dupuis, Jr. and Nellie Dupuis Zimmerman</b> |
| File Number                            | 338009                                                    |
| Acreage/Lot #                          | 6 acres                                                   |
| Location                               | Sec. 63 T8S R6E and Sec. 35 T8S R6E                       |
| Date Acquired/Recorded                 | 4/5/2002                                                  |
| Notes:                                 | Plat Attached                                             |

|                                        |                                                                                              |
|----------------------------------------|----------------------------------------------------------------------------------------------|
|                                        |                                                                                              |
| <b>Instrument 9</b>                    | <b>Donation</b>                                                                              |
| <b>Entity Acquiring Property</b>       | <b>Nellie Dupuis Zimmerman</b>                                                               |
| <b>Owner of Property when Acquired</b> | <b>Ledelle D. Dupuis, Jr.</b>                                                                |
| File Number                            | 426842                                                                                       |
| Acreage/Lot #                          | b. within document                                                                           |
| Location                               | Sec. 63 T8S R6E and Sec. 35 T8S R6E                                                          |
| Date Acquired/Recorded                 | 8/14/2009                                                                                    |
| Notes:                                 |                                                                                              |
|                                        |                                                                                              |
| <b>Instrument 10</b>                   | <b>Servitude</b>                                                                             |
| <b>Entity Acquiring Property</b>       | <b>Air Products and Chemicals, Inc.</b>                                                      |
| <b>Owner of Property when Acquired</b> | <b>Nellie Dupuis Zimmerman</b>                                                               |
| File Number                            | 443846                                                                                       |
| Acreage/Lot #                          | 24 arpents of land                                                                           |
| Location                               | Sec. 63 T8S R6E and Sec. 35 T8S R6E                                                          |
| Date Acquired/Recorded                 | 3/24/2011                                                                                    |
| Notes:                                 | Plat attached                                                                                |
|                                        |                                                                                              |
| <b>Instrument 11</b>                   | <b>Judgment of Possession</b>                                                                |
| <b>Entity Acquiring Property</b>       | <b>Howard Keith Jude Zimmerman, et al</b>                                                    |
| <b>Owner of Property when Acquired</b> | <b>Nellie Dupuis Zimmerman</b>                                                               |
| File Number                            | 487207                                                                                       |
| Acreage/Lot #                          | Tract 1 within document                                                                      |
| Location                               | Sec. 63 T8S R6E and Sec. 35 T8S R6E                                                          |
| Date Acquired/Recorded                 | 5/5/2015                                                                                     |
| Notes:                                 | Act of Correction filed 5/14/2015 as instrument 487463 to show correct ownership percentages |
|                                        |                                                                                              |
| <b>Instrument 12</b>                   | <b>Donation</b>                                                                              |
| <b>Entity Acquiring Property</b>       | <b>Pamela Marie Vincent Zimmerman</b>                                                        |
| <b>Owner of Property when Acquired</b> | <b>Mark Louis Zimmerman</b>                                                                  |
| File Number                            | 487208                                                                                       |
| Acreage/Lot #                          | b. within document                                                                           |
| Location                               | Sec. 63 T8S R6E and Sec. 35 T8S R6E                                                          |
| Date Acquired/Recorded                 | 5/5/2015                                                                                     |
| Notes:                                 | 1.1905% of his 1/6 interest                                                                  |
|                                        |                                                                                              |
| <b>Instrument 13</b>                   | <b>Donation</b>                                                                              |
| <b>Entity Acquiring Property</b>       | <b>Pamela Marie Vincent Zimmerman</b>                                                        |
| <b>Owner of Property when Acquired</b> | <b>Lacie Nicole</b>                                                                          |
| File Number                            | 487209                                                                                       |
| Acreage/Lot #                          | b. within document                                                                           |
| Location                               | Sec. 63 T8S R6E and Sec. 35 T8S R6E                                                          |
| Date Acquired/Recorded                 | 5/5/2015                                                                                     |
| Notes:                                 | .5952% of her 1/12 interest                                                                  |
|                                        |                                                                                              |

|                                        |                                                                       |
|----------------------------------------|-----------------------------------------------------------------------|
| <b>Instrument 14</b>                   | <b>Donation</b>                                                       |
| <b>Entity Acquiring Property</b>       | <b>Pamela Marie Vincent Zimmerman</b>                                 |
| <b>Owner of Property when Acquired</b> | <b>Aurelien Todd Zimmerman</b>                                        |
| File Number                            | 487210                                                                |
| Acreage/Lot #                          | b. within document                                                    |
| Location                               | Sec. 63 T8S R6E and Sec. 35 T8S R6E                                   |
| Date Acquired/Recorded                 | 5/5/2015                                                              |
| Notes:                                 | 1.1905% of his 1/6 interest                                           |
|                                        |                                                                       |
| <b>Instrument 15</b>                   | <b>Donation</b>                                                       |
| <b>Entity Acquiring Property</b>       | <b>Pamela Marie Vincent Zimmerman</b>                                 |
| <b>Owner of Property when Acquired</b> | <b>Howard Keith Zimmerman</b>                                         |
| File Number                            | 487211                                                                |
| Acreage/Lot #                          | b. within document                                                    |
| Location                               | Sec. 63 T8S R6E and Sec. 35 T8S R6E                                   |
| Date Acquired/Recorded                 | 5/5/2015                                                              |
| Notes:                                 | 1.1905% of his 1/6 interest                                           |
|                                        |                                                                       |
| <b>Instrument 16</b>                   | <b>Donation</b>                                                       |
| <b>Entity Acquiring Property</b>       | <b>Pamela Marie Vincent Zimmerman</b>                                 |
| <b>Owner of Property when Acquired</b> | <b>Jake David Zimmerman</b>                                           |
| File Number                            | 487212                                                                |
| Acreage/Lot #                          | b. within document                                                    |
| Location                               | Sec. 63 T8S R6E and Sec. 35 T8S R6E                                   |
| Date Acquired/Recorded                 | 5/5/2015                                                              |
| Notes:                                 | .5952% of his 1/12 interest                                           |
|                                        |                                                                       |
| <b>Instrument 17</b>                   | <b>Donation</b>                                                       |
| <b>Entity Acquiring Property</b>       | <b>Pamela Marie Vincent Zimmerman</b>                                 |
| <b>Owner of Property when Acquired</b> | <b>Guy Brendon Zimmerman</b>                                          |
| File Number                            | 487213                                                                |
| Acreage/Lot #                          | b. within document                                                    |
| Location                               | Sec. 63 T8S R6E and Sec. 35 T8S R6E                                   |
| Date Acquired/Recorded                 | 5/5/2015                                                              |
| Notes:                                 | 1.1905% of his 1/6 interest                                           |
|                                        |                                                                       |
| <b>Instrument 18</b>                   | <b>Amended Judgment of Possession</b>                                 |
| <b>Entity Acquiring Property</b>       | <b>Howard Keith Jude Zimmerman, et al</b>                             |
| <b>Owner of Property when Acquired</b> | <b>Nellie Dupuis Zimmerman</b>                                        |
| File Number                            | 487463                                                                |
| Acreage/Lot #                          | Tract 1b. within document                                             |
| Location                               | Sec. 63 T8S R6E and Sec. 35 T8S R6E                                   |
| Date Acquired/Recorded                 | 5/14/2015                                                             |
| Notes:                                 | Amendment to instrument 487207 to show correct ownership percentages. |
|                                        |                                                                       |

|                                        |                                                                                    |
|----------------------------------------|------------------------------------------------------------------------------------|
| <b>Instrument 19</b>                   | <b>Judgment of Possession</b>                                                      |
| <b>Entity Acquiring Property</b>       | <b>Howard Keith Jude Zimmerman, et al</b>                                          |
| <b>Owner of Property when Acquired</b> | <b>Dolores Anna Zimmerman</b>                                                      |
| File Number                            | 500130                                                                             |
| Acreage/Lot #                          | Tract Bb. within document                                                          |
| Location                               | Sec. 63 T8S R6E and Sec. 35 T8S R6E                                                |
| Date Acquired/Recorded                 | 7/20/2016                                                                          |
| Notes:                                 | Division of her 1/6 interest in the property to the heirs listed in the succession |
|                                        |                                                                                    |
| <b>Instrument 20</b>                   | <b>Sale (Sell-Off)</b>                                                             |
| <b>Entity Acquiring Property</b>       | <b>Hebert's Boudin and Cracklins, LLC</b>                                          |
| <b>Owner of Property when Acquired</b> | <b>Howard Keith Jude Zimmerman, et al</b>                                          |
| File Number                            | 508819                                                                             |
| Acreage/Lot #                          | .827 acres                                                                         |
| Location                               | Sec. 63 T8S R6E and Sec. 35 T8S R6E                                                |
| Date Acquired/Recorded                 | 6/5/2017                                                                           |
| Notes:                                 | Plat Attached                                                                      |
|                                        |                                                                                    |
| <b>Instrument 21</b>                   | <b>Judgment of Possession</b>                                                      |
| <b>Entity Acquiring Property</b>       | <b>Paul J. Zimmerman and Tiffany Zimmerman Burt</b>                                |
| <b>Owner of Property when Acquired</b> | <b>Howard Keith Jude Zimmerman</b>                                                 |
| File Number                            | 553680                                                                             |
| Acreage/Lot #                          | Item 4b. within document                                                           |
| Location                               | Sec. 63 T8S R6E and Sec. 35 T8S R6E                                                |
| Date Acquired/Recorded                 | 3/17/2022                                                                          |
| Notes:                                 | 15.4795% of property to both Paul and Tiffany                                      |
|                                        |                                                                                    |
| <b>Instrument 22</b>                   | <b>Judgment of Possession</b>                                                      |
| <b>Entity Acquiring Property</b>       | <b>Guy Brendon Zimmerman</b>                                                       |
| <b>Owner of Property when Acquired</b> | <b>Todd Aurelien Zimmerman</b>                                                     |
| File Number                            | 572344                                                                             |
| Acreage/Lot #                          | Item 4b. within document                                                           |
| Location                               | Sec. 63 T8S R6E and Sec. 35 T8S R6E                                                |
| Date Acquired/Recorded                 | 5/6/2024                                                                           |
| Notes:                                 | 15.4795% of property                                                               |
|                                        |                                                                                    |
| <b>Instrument 23</b>                   | <b>Sale (Sell-Off)</b>                                                             |
| <b>Entity Acquiring Property</b>       | <b>The Town of Henderson</b>                                                       |
| <b>Owner of Property when Acquired</b> | <b>Guy B. Zimmerman, et al</b>                                                     |
| File Number                            | 573104                                                                             |
| Acreage/Lot #                          | 40' x 60' Lot (2,400 sf)                                                           |
| Location                               | Sec. 63 T8S R6E and Sec. 35 T8S R6E                                                |
| Date Acquired/Recorded                 | 6/11/2024                                                                          |
| Notes:                                 | Plat Attached                                                                      |
|                                        |                                                                                    |

### Mortgages/Liens

|                             |         |
|-----------------------------|---------|
| <b>Mortgage Certificate</b> | Unknown |
|-----------------------------|---------|

### Maps/Plats Provided

|                                               |             |
|-----------------------------------------------|-------------|
| <b>Servitude</b>                              | File 118850 |
| <b>Judgment (Servitude)</b>                   | File 129452 |
| <b>Judgment (Servitude)</b>                   | File 143997 |
| <b>Amendment to Servitude filed at 118850</b> | File 146028 |
| <b>Servitude</b>                              | File 231971 |
| <b>Sell-off</b>                               | File 286625 |
| <b>Sell-off</b>                               | File 338009 |
| <b>Servitude</b>                              | File 443846 |
| <b>Sell-off</b>                               | File 508819 |
| <b>Sell-off</b>                               | File 573104 |

### Ownership Names Researched

| <b>Name</b>                          | <b>Dates Researched</b> |
|--------------------------------------|-------------------------|
| Ledelle D. Dupuis, Jr.               | 1961 to August 2009     |
| Nellie Dupuis Zimmerman              | 1961 to May 2015        |
| Howard Keith Jude Zimmerman          | 2015 to 2022            |
| Guy Brendon Zimmerman                | 2015 to Present         |
| Aurelien Todd Zimmerman              | 2015 to 2024            |
| Succession of Dolores Anna Zimmerman | 2015 to 2016            |
| Jake David Zimmerman                 | 2015 to Present         |
| Lacie Nicole Zimmerman               | 2015 to Present         |
| Mark Louis Zimmerman                 | 2015 to Present         |
| Pamela Marie Vincent Zimmerman       | 2015 to Present         |
| Paul J. Zimmerman                    | 2022 to Present         |
| Tiffany Zimmerman Burt               | 2022 to Present         |

### Tax Information

|                    |                                                                                                                                                                                                                                                                                  |
|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Parish             | St. Martin Parish                                                                                                                                                                                                                                                                |
| Tax Year           | 2025                                                                                                                                                                                                                                                                             |
| Assessed Ownership | <u>Guy B. Zimmerman – 37.619%</u><br><u>Mark Louis Zimmerman – 18.8095%</u><br><u>Jake D. Zimmerman – 9.4048%</u><br><u>Lacie N. Zimmerman – 9.4048%</u><br><u>Paul J. Zimmerman – 9.40475%</u><br><u>Tiffany L. Zimmerman – 9.40475%</u><br><u>Pamela V. Zimmerman – 5.952%</u> |
| Assessment Number  | 1251951<br>Parcel No. 0520001431                                                                                                                                                                                                                                                 |
| Municipal Address  | 0 Grand Point Hwy<br>70517                                                                                                                                                                                                                                                       |



# St. Martin Parish

## Assessor / Assesseeur

Todd Dugas, CCA

### Parcel Report

**ASSESSMENT LISTING**  
as of 4:30PM  
Monday, February 9, 2026

[Return to Main Search Page](#)

[View Parcel on Map](#)

**Parcel # :** 0520001431

**Owner # :** 1251951

**Owner's Name & Address**

**Property Address :**

**SubDivision :**

ZIMMERMAN, MARK LOUIS,  
ET AL

0 GRAND POINT HWY 70517

1301 SAINT JOHN STREET

#306

LAFAYETTE, LA 70506

**Percent Ownership :** 100%

**S/T/R :**

S063-T08S-R06E

**Property Description:**

**Ward:**

**Tax Dist:**

**Lot Size (Acres):**

21.44 AC (MORE  
OR LESS):

HE

HE

21.44

HUVAL, ROAD,  
DUPUIS &

GUIDRY,

DUPUISCOB:

1542-672-426842

1706-590-487207

1706-597-487208

1706-601-487209

1706-605-487210

1706-609-487211

1706-613-487212

1706-617-487213

1707-327-487463

1759-689-508819

1865-428-553680

1914-539-572344

1916-535-573104

| Class Description | Quantity | Value | Total Homestead Credit |
|-------------------|----------|-------|------------------------|
| AG LAND II        | 11       | 420   | 0                      |
| AG LAND III       | 10       | 280   | 0                      |

**Total Assd Value of Parcel:**

700

**Percent Ownership (100%) of  
Assd Value:**

700

**This Owner's Homestead  
Credit:**

0

**Owner's Taxable Value:**

700

| Tax Type | Total Millage | Tax Before Credit | Homestead Credit | Tax Due |
|----------|---------------|-------------------|------------------|---------|
| City     | 1.62          | \$1.13            | \$0.00           | \$1.13  |
| Parish   | 88.17         | \$61.72           | \$0.00           | \$61.72 |

Owner Info:

| Assessment Number | Parcel Number | Taxpayer Name                | Contact Name/Address1  | Taxpayer Address2 | Taxpayer Address3 | Taxpayer City/State | Parcel Subdivision Name | Parcel Sec/Tnshp/Rng | Parcel Address          |
|-------------------|---------------|------------------------------|------------------------|-------------------|-------------------|---------------------|-------------------------|----------------------|-------------------------|
| 1251951           | 0520001431    | ZIMMERMAN, MARK LOUIS, ET AL | 1301 SAINT JOHN STREET | #306              | N/A               | LAFAYETTE, LA 70506 |                         | S063-T08S-R06E       | 0 GRAND POINT HWY 70517 |

[Back to Master table](#)

| Tax District         | Millage | Parish/City | Millage | Total Tax Before Homestead | Homestead Credit     | Taxpayer Tax          |
|----------------------|---------|-------------|---------|----------------------------|----------------------|-----------------------|
| CORP. CRIM. TAX      | 0.914   | P           |         | \$0.64                     | \$0.00               | \$0.64                |
| PARISH WIDE BOND FD  | 4.4     | P           |         | \$3.08                     | \$0.00               | \$3.08                |
| ROAD MAINT. TAX      | 3.41    | P           |         | \$2.39                     | \$0.00               | \$2.39                |
| HEALTH UNIT TAX      | 2.46    | P           |         | \$1.72                     | \$0.00               | \$1.72                |
| FIRE DEPT. MAINT.    | 5.34    | P           |         | \$3.74                     | \$0.00               | \$3.74                |
| LIBRARY TAX          | 3.67    | P           |         | \$2.57                     | \$0.00               | \$2.57                |
| LIBRARY TAX          | 3.6     | P           |         | \$2.52                     | \$0.00               | \$2.52                |
| COURTHOUSE TAX       | 1.96    | P           |         | \$1.37                     | \$0.00               | \$1.37                |
| DRAINAGE TAX         | 4.83    | P           |         | \$3.38                     | \$0.00               | \$3.38                |
| REC. & OPER. TAX     | 0.96    | P           |         | \$0.67                     | \$0.00               | \$0.67                |
| IND. PARK MAINT. TAX | 1.42    | P           |         | \$0.99                     | \$0.00               | \$0.99                |
| SCHOOL DIST. BONDS   | 21.5    | P           |         | \$15.05                    | \$0.00               | \$15.05               |
| REG. SCH. CONST.     | 2.28    | P           |         | \$1.60                     | \$0.00               | \$1.60                |
| SPECIAL SCHOOL MAINT | 7.44    | P           |         | \$5.21                     | \$0.00               | \$5.21                |
| SPECIAL SCHOOL OPER. | 1.49    | P           |         | \$1.04                     | \$0.00               | \$1.04                |
| TECHE-VERM. F/W DIST | 1.42    | P           |         | \$0.99                     | \$0.00               | \$0.99                |
| STM LAW ENF DIST     | 9.97    | P           |         | \$6.98                     | \$0.00               | \$6.98                |
| STM LAW ENF DIST     | 7.94    | P           |         | \$5.56                     | \$0.00               | \$5.56                |
| STM ASSESSMENT DIST  | 3.17    | P           |         | \$2.22                     | \$0.00               | \$2.22                |
| CITY TAX (GENERAL)   | 1.62    | C           |         | \$1.13                     | \$0.00               | \$1.13                |
|                      |         |             |         | <b>Total: \$62.85</b>      | <b>Total: \$0.00</b> | <b>Total: \$62.85</b> |





## parcels

0520001431



Pictometry

Parcel ID: 0520001431

Ward: HE

Tax District: HE

Owner Name: ZIMMERMAN, MARK  
LOUIS, ET AL

Assessment Numbers:

Owner Address: 1301 SAINT JOHN  
STREET LAFAYETTE, LA 70506

Physical Address: 0 GRAND POINT  
HWY 70517

Subdivision Name:

Sect/Town/Range: S063-T08S-R06E

Deeded Acreage: 21.44000

Calculated Acreage: 21.39

## Owners

**ZIMMERMAN, MARK LOUIS, ET AL**

Contact Name: ZIMMERMAN,  
MARK LOUIS, ET AL

Address 1: #306

ZIP Code: 70506

Assessment #: 1251951

Close

Export



552

RECORDED IN CONVEYANCE

118850

RECORDED

BOOK 432 FOLIO 552

'61 JUN 26 AM 9:11

STATE OF LOUISIANA

KNOW ALL MEN BY THESE PRESENTS, *Adele Guidry Dupuis*  
PARISH OF ST. MARTIN, LA.

PARISH OF ST. MARTIN

118850

That for and in consideration of SEVENTY-THREE AND NO/100 (\$73.00) DOLLARS, to the undersigned (herein styled Grantor, whether one or more) paid, the receipt of which is hereby acknowledged, the said Grantor does hereby Grant and Convey unto UNITED GAS PIPE LINE COMPANY (herein styled Grantee), its successors and assigns, a right of way and easement to construct, maintain, operate, repair, replace, change the size of and remove one <sup>natural gas and/or petroleum products</sup> pipe line and appurtenances thereto, over and through the following described lands situated in St. Martin Parish, State of Louisiana, to-wit:

50 arpents, more or less, situated in Section 63, T-8-S, R-6-E, bounded now or formerly, as follows, to-wit: North by Simon Berard Estate and the Estate of Dermalie Calais; South by La. Blacktop Highway and/or Preston Melancon; East by the Estate of Dermalie Calais & Blacktop Highway and West by Estate of Eugene Dupuis and the Estate of Adele Guidry Dupuis.

The right of way herein granted is subject to any existing oil, gas and mineral leases.

Grantee further agrees and binds itself, its successors and assigns, to indemnify and hold grantor harmless from all claims against grantors for damages arising from the construction, removal, repairing, maintaining and operation of the said pipe line.

The right of way herein granted is fifty (50') feet in width, in addition to said fifty (50') foot permanent right of way, Grantee may utilize for construction purposes an additional area twenty-five (25') feet wide. Upon completion of construction, the use of the additional working area as such shall terminate.

The right of way herein granted shall be located as shown on a map to be furnished Grantor by Grantee at Grantee's expense and said map is to be recorded in the Conveyance Records of St. Martin Parish and identified with this servitude and will be considered a part of this instrument to depict and delineate the location of the right of way herein granted.

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TO HAVE AND TO HOLD unto Grantee, its successors and assigns, so long as the rights and easements herein granted, or any of them, shall be used by, or useful to Grantee for the purposes herein granted, with ingress to and egress from the premises on any existing or future roads or streets and on the right of way herein granted, for the purposes of constructing, inspecting, repairing, maintaining, and replacing said <sup>natural gas and/or petroleum products</sup> pipe line of Grantee herein described, and the removal of same at will, in whole or in part.

In addition it is hereby understood and agreed that Grantee may utilize such additional working area as may be necessary to construct its road crossings.

It is specifically understood that the Grantee shall not construct any appurtenances above the level of the ground without the written consent of Grantor except where vents have to be installed at road crossings or in case a farm tap is requested by Grantor, his heirs or assigns.

Grantor shall have full use and enjoyment of the property located within said servitude provided that Grantor shall not construct or maintain any buildings or structures or plant trees on or over said fifty (50') foot servitude that would interfere with the maintenance, repair or operation of said pipe line to be constructed by Grantee. Grantor reserves the right to construct roadways, streets, irrigation or drainage ditches and rice levees across said right of way (as distinguished from running lengthwise thereon); provided that the Grantor shall not excavate across said pipe line right of way deeper than Twenty-four (24") inches from the present surface of the ground without the permission of the Grantee; Grantee agrees that such permission will not be unreasonably withheld. Grantee, its successors or assigns, shall have the right to clear, keep clear and/or remove all trees within said fifty (50') foot right of way which might interfere with the construction, maintenance or repair of said pipe line.

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Grantee hereby agrees to bury said pipe to a depth of not less than forty (40") inches below the present surface of the soil, and to pay any damages which may arise to growing crops, fences or timber from the construction, maintenance and operation of said pipe line.

No sale or division of the lands hereinabove described shall increase or change the rights and obligations of the Grantee hereunder, and any subsequent owner or owners of said lands shall be substituted for and in place of Grantor herein.

Grantors do by these presents guarantee the title herein conveyed against all mortgages, liens, claims, evictions, donations, or other encumbrances or alienations whatsoever, and with full subrogation and substitution to all of their rights and actions in warranty against all previous owners and with full guarantee of title.

It is hereby understood that the party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution of this the 10th day of June, 1961.

Aurelia Zimmerman Ledelle D. Dupuis Jr.  
Roderick L. Weber Willard Dupuis Zimmerman

555

STATE OF LOUISIANA

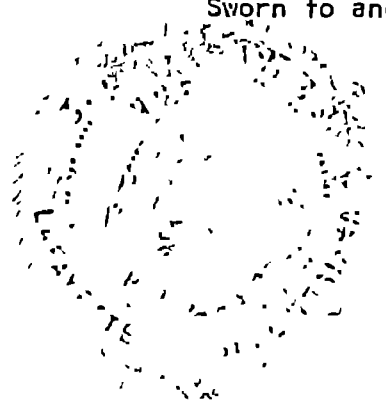
PARISH OF ~~ST. MARTIN~~ LAFAYETTE

Before me, the undersigned authority, on this day appeared RODERICK L. MILLER, who being duly sworn, deposed and said:

That he was one of the subscribing witnesses to the above and foregoing instrument; that said instrument was executed by the grantor therein, LEDELLE D. DUPUIS, JR. and NELLIE DUPUIS ZIMMERMAN, in his presence and in the presence of the other subscribing witness on the date thereof.

Roderick L. Miller  
(Signature of Subscribing Witness)

Sworn to and subscribed before me this 10th day of June, A. D. 1961

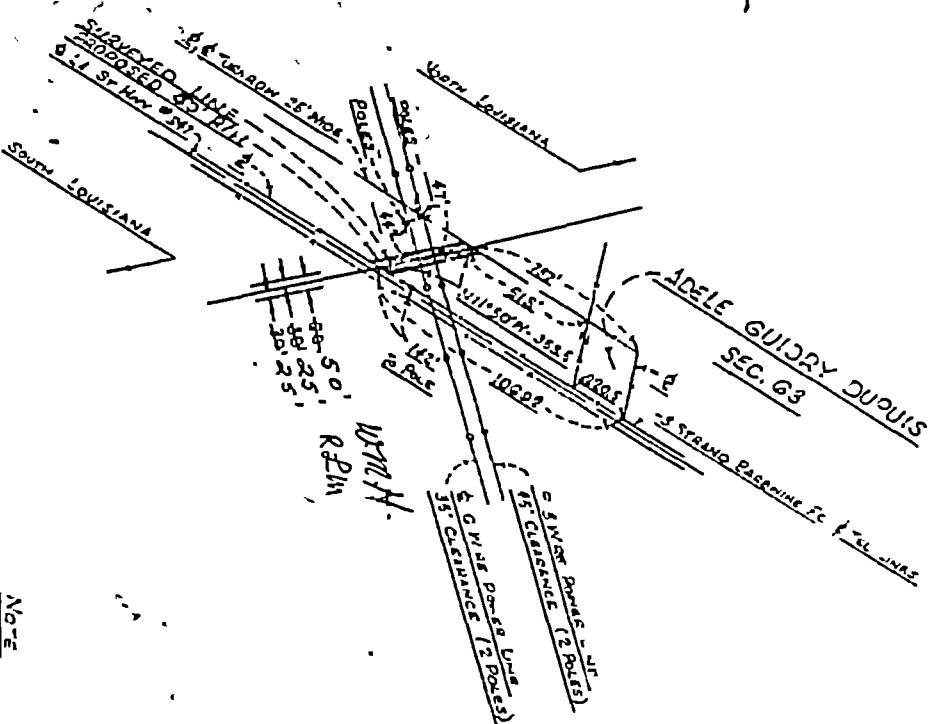


J. J. Fournier  
Notary Public in and for Lafayette  
Parish, Louisiana

556

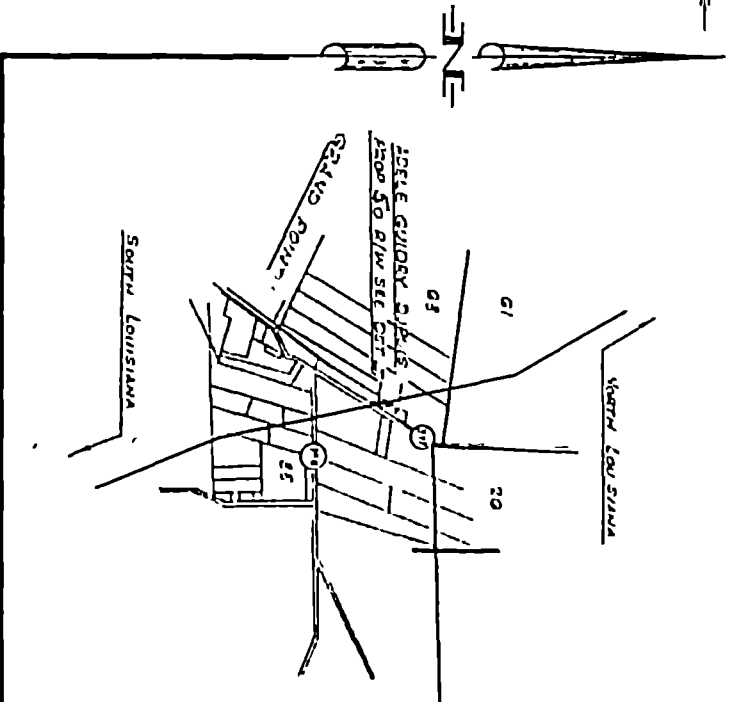
ST. MARTIN PARISH, LOUISIANA

T-8-S-2 G E



DETAIL  
SCALE: 1" = 500'

NOTE  
LENGTH OF PROPOSED LINE 353.5  
DECREASE IN 50.00' IN - 187'  
TERRAIN CROSSED - CULT LAND



LOCATION SKETCH  
SCALE: 1" = 3000'

| BY                                        | REVIS  | DATE   | DESCRIPTION        |
|-------------------------------------------|--------|--------|--------------------|
| UNITED GAS PIPE LINE COMPANY              |        |        |                    |
| ENGINEERING DEPARTMENT - LAMAR, LOUISIANA |        |        |                    |
| PROPOSED 30" GAS PIPE LINE                |        |        |                    |
| CROSSING 2300' OF                         |        |        |                    |
| ST. MARTIN PARISH, LOUISIANA              |        |        |                    |
| REVISION                                  | DATE   | BY     | DESCRIPTION        |
| 1                                         | 1/1/55 | W.M.H. | DESIGNED BY W.M.H. |
| 2                                         | 1/1/55 | W.M.H. | DESIGNED BY W.M.H. |
| 3                                         | 1/1/55 | W.M.H. | DESIGNED BY W.M.H. |
| 4                                         | 1/1/55 | W.M.H. | DESIGNED BY W.M.H. |
| 5                                         | 1/1/55 | W.M.H. | DESIGNED BY W.M.H. |
| 6                                         | 1/1/55 | W.M.H. | DESIGNED BY W.M.H. |
| 7                                         | 1/1/55 | W.M.H. | DESIGNED BY W.M.H. |
| 8                                         | 1/1/55 | W.M.H. | DESIGNED BY W.M.H. |
| 9                                         | 1/1/55 | W.M.H. | DESIGNED BY W.M.H. |
| 10                                        | 1/1/55 | W.M.H. | DESIGNED BY W.M.H. |
| 11                                        | 1/1/55 | W.M.H. | DESIGNED BY W.M.H. |
| 12                                        | 1/1/55 | W.M.H. | DESIGNED BY W.M.H. |
| 13                                        | 1/1/55 | W.M.H. | DESIGNED BY W.M.H. |
| 14                                        | 1/1/55 | W.M.H. | DESIGNED BY W.M.H. |
| 15                                        | 1/1/55 | W.M.H. | DESIGNED BY W.M.H. |
| 16                                        | 1/1/55 | W.M.H. | DESIGNED BY W.M.H. |
| 17                                        | 1/1/55 | W.M.H. | DESIGNED BY W.M.H. |
| 18                                        | 1/1/55 | W.M.H. | DESIGNED BY W.M.H. |
| 19                                        | 1/1/55 | W.M.H. | DESIGNED BY W.M.H. |
| 20                                        | 1/1/55 | W.M.H. | DESIGNED BY W.M.H. |
| 21                                        | 1/1/55 | W.M.H. | DESIGNED BY W.M.H. |
| 22                                        | 1/1/55 | W.M.H. | DESIGNED BY W.M.H. |
| 23                                        | 1/1/55 | W.M.H. | DESIGNED BY W.M.H. |
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| 100                                       | 1/1/55 | W.M.H. | DESIGNED BY W.M.H. |





210

RECORDED

129452

RECORDED IN CONVEYANCE  
BOOK 502 FOLIO 210

'64 JUL 21 AM 11:14  
*James A. Hunt*  
CLERK OF COURT  
PARISH OF ST. MARTIN, LA.

129452

STATE OF LOUISIANA, PARISH OF ST. MARTIN, SIXTEENTH DISTRICT  
COURT

---o0o---

AMERICAN LOUISIANA PIPE LINE  
COMPANY

VS. NO. 19504

LEDELLE D. DUPUIS, JR., ET AL.

---o0o---

JUDGMENT

---o0o---

This suit having been regularly filed, served, set  
down for trial and trial having been had, the law and the  
evidence being in favor of the plaintiff and against the  
defendant;

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED  
that there be judgment in favor of the plaintiff and against  
the defendant granting to plaintiff a right of way and ease-  
ment, including the right of ingress and egress, over and  
across the following described property situated in St. Martin  
Parish, Louisiana, to-wit:

A tract in Section 63, T-8S, R-6E, St. Martin  
Parish, Louisiana, more particularly shown on  
the plat attached hereto and made a part here-  
of as Exhibit "A".

The right of way and easement is described as  
follows:

A right of way and easement 50 feet in width,  
being 35 feet on the southerly side and 15  
feet on the northerly side of the centerline  
of the proposed line, said centerline of the  
pipeline being more particularly described  
as follows, to-wit:

Beginning at a point in the northerly property  
line of Ledel Dupuis Estate, and southerly prop-  
erty line of Alton Huval, which point is located  
easterly 369 feet along said property line from  
the northwest corner thereof; thence S15° 18'E,  
506 feet to a point; thence S59°03'E, 135 feet  
to a point in the easterly property line of

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Ledel Dupuis Estate and westerly property line of Louisiana State Highway #347, which point is located northerly 2434.1 feet along said property line from the intersection of said property line with the centerline of Louisiana State Highway No. 352.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the rights granted to the plaintiff shall be subject to the following limitations:

- A. Whenever it becomes necessary for Plaintiff, or its agent or contractor to cross a fence, at all times a proper enclosure will be maintained and said fence will be restored as promptly as possible to as good condition as it was prior to the crossing.
- B. The pipeline shall be buried to a depth of not less than 30 inches measured from the top of the pipe to the average level of the original ground on the two sides of the ditch in which the pipeline is laid, and all ruts and depressions caused by construction operations shall be levelled within a reasonable time after completion of the laying of such line.
- C. Plaintiff shall remove all stakes or posts which may have been put into the ground and generally restore the surface of the land to as nearly its original condition as may be practicable.
- D. Plaintiff shall have the right to place only one pipeline under the right of way and easement.
- E. The right of ingress and egress hereinabove referred to and sought herein shall be confined to the right of way and easement above described and existing public roads on the above described lands of defendant.
- F. Plaintiff shall never have the right to locate above the ground installations on or fence the whole or any part of the said easement, but defendant shall have the right to fence the whole or any part of the boundaries thereof, and/or to build cross fences.
- G. Defendant shall have the right to place along, across and over said right of way and easement as many roads, streets, sidewalks, passageways, electric light and power lines, water lines, sewer lines, gas lines, telephone poles and telephone lines and any and all other utilities as said defendant may desire, provided, however, that if the same are placed along, as distinguished from across said easement, they shall not be placed over the pipeline of plaintiff.

412

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H. That upon completion of construction of said pipeline and clean-up operations, the right of way herein sought shall reduce to thirty feet (30') in width, being fifteen feet (15') on each side of the centerline of the pipeline as shown on Exhibit "A" and thereafter plaintiff shall have no further rights to the area lying outside of said thirty-foot strip.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff pay to the defendant, in accordance with law, the sum of Seven hundred & fifty Dollars (\$ 750<sup>00</sup>) which is adjudged to be the value of the right of way and damages resulting from the construction of the pipeline.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff pay all court costs.

JUDGMENT RENDERED, READ AND SIGNED in Open Court on this 21 day of July, 1964, in St. Martinville, Louisiana.

Rene H. Hamel  
J U D G E

Received of Plaintiff \$750.00 dollars in payment of this judgment to be held subject to withdrawal by defendants.

RECEIVED AND FILED

JUL 21 1964

James A. Theriot  
DEPUTY CLERK OF COURT

James A. Theriot  
JAMES A. THERIOT  
CHIEF DEPUTY CLERK OF COURT  
ST. MARTIN PARISH, LOUISIANA

213

ST MARTIN PARISH, LOUISIANA  
T-8-S, R-6-E  
SECTION 63

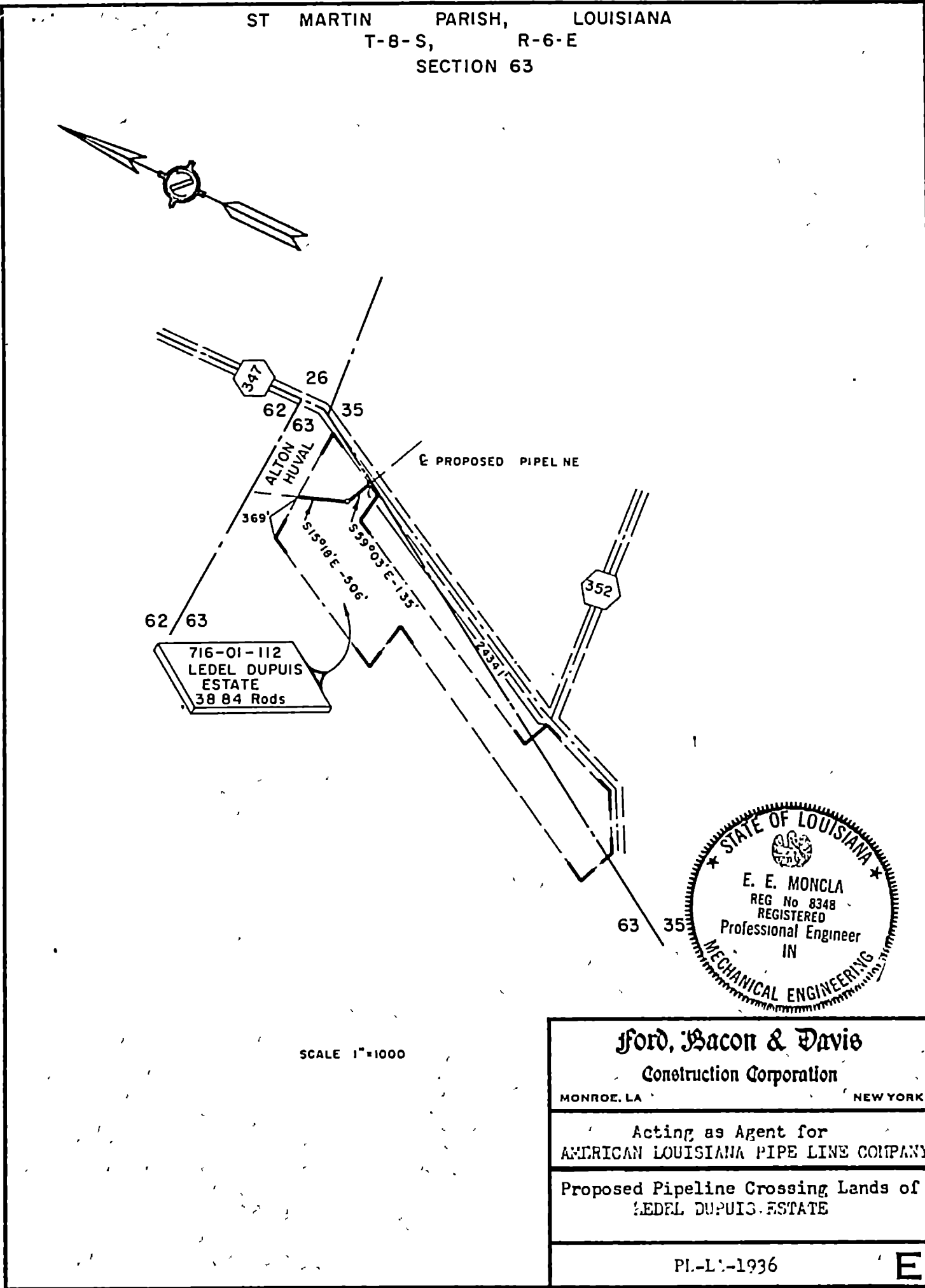


Exhibit A

RECORDED IN CONVEYANCE  
BOOK 604 VOL 10 88

RECORDED

143997

JUL 2 PM 12:57

James A. Hunt  
CLERK OF COURT

143997

STATE OF LOUISIANA, PARISH OF ST. MARTIN, 16TH DISTRICT COURT

---303---

MICHIGAN WISCONSIN PIPE  
LINE COMPANY

FILED: July 2, 1968

VS.

NO. 22409

James A. Hunt  
CLERK OF COURT

LEDELLE D. DUPUIS, JR.,  
ET AL.

---303---

JUDGMENT

This suit having been regularly filed, served, set down for trial and answer having been filed by Defendants, and on the day of trial Plaintiff having made an offer to compromise and settle this litigation, which offer was accepted by Defendants through their attorney, J. Burton Willis, and there having been stipulated by attorney for Plaintiff and attorney for Defendants into the record the compromise agreement which is to form the basis of this Judgment, and the Court having approved the same,

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that there be judgment in favor of the Plaintiff, MICHIGAN WISCONSIN PIPE LINE COMPANY, and against the Defendants, LEDELLE D. DUPUIS, JR., and NELLIE LOUISE DUPUIS ZIMMERMAN, granting to Plaintiff a right of way and easement, including the right of ingress and egress, over and across the following described property, situated in St. Martin Parish, Louisiana, to-wit:

That certain tract of land situated in Section 63, Township 8 South, Range 6 East, St. Martin Parish, Louisiana, bounded now or formerly as follows: North by Alton Huval; East by Public Road and Mrs. Adele Guidry Dupuis; South by Public Road; and West by Mrs. Simon Berard and Eugene Dupuis Heirs.

A construction right of way and easement seventy-five (75) feet in width, being twenty-five (25) feet on the northerly side and fifty (50) feet on the southerly side of the following described surveyed line:

From the Northernmost corner of subject property, run in a Southerly direction along the property line a distance of 540 feet to point of beginning, thence North  $57^{\circ} 38'$  West a distance of 105 feet to a point; thence North  $43^{\circ} 25'$  West a distance of 40 feet to a point; thence North  $29^{\circ} 12'$  West a distance of 40 feet to a point, thence North  $14^{\circ} 59'$  West a distance of 408 feet to point of Exit.

Upon the completion of construction and clean-up operations, Plaintiff's right of way for the maintenance and operation of its pipeline shall revert to thirty (30) feet in width, being fifteen (15) feet southerly of the pipeline as laid, and Plaintiff shall have no further rights to that part of the construction right of way lying outside of said thirty-foot strip.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the rights granted to the Plaintiff shall be subject to the following limitations:

- A. Whenever it becomes necessary for plaintiff or its agent or contractor, to cross a fence, at all times a proper enclosure shall be maintained and said fence will be restored immediately to as good condition as it was prior to the crossing.
- B. The pipeline shall be buried to a depth of not less than thirty (30") inches, measured from the top of the pipe to the average level of the original ground on the two (2) sides of the ditch in which the pipeline is laid, and all ruts and depressions caused by construction operations shall be leveled within sixty (60) days after completion of the laying of such line and thereafter each time a depression or wash occurs in the pipeline right of way the plaintiff shall be allowed a period of sixty (60) days within which to level said depressions and/or washes, subject to any delays caused by acts of God.
- C. Plaintiffs shall remove all stakes or posts or other paraphernalia which may have been put into the ground or on the ground and restore the surface of the land to its same condition as it were prior to commencement of construction.
- D. Plaintiff shall have the right to place only one (1) pipeline under the servitude.
- E. The right of ingress and egress hereinabove referred to and sought herein shall be confined to the right of way and easement above described and existing public roads on the above described lands of Defendants.

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- F. Plaintiff shall never have the right to locate above the ground installations on or fence the whole or any part of said easement, but defendants shall have the right to fence the whole or any part of the boundaries thereof and/or to build cross-fences.
- G. Defendants shall have the right to place along, across and over said right of way and easement as many roads, streets, sidewalks, passageways, electric light and power lines, water lines, sewer lines, gas lines, telephone lines and telephone poles, and any and all other utilities as said defendants may desire, provided, however, that if the same are placed along, as distinguished from across said easement, they shall not be placed over the pipelines, of plaintiff.
- H. After the completion of the construction, cleaning up, and restoration operations, plaintiff shall have no further rights to the temporary working space described above.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, based upon the compromise agreement, the Plaintiff pay to Defendants, in accordance with law, the sum of THREE THOUSAND, FIVE HUNDRED AND NO/100 (\$3,500.00) DOLLARS, which is adjudged to be the value of the right of way and damages resulting from the construction of the pipeline.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the fees of the Experts employed by the Defendants be fixed as follows:

|                         |           |
|-------------------------|-----------|
| Preston Babineaux ----- | \$ 300.00 |
| Jesse Guidry -----      | 300.00    |
| A. E. Probst -----      | 100.00    |

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff pay all Court costs.

JUDGMENT RENDERED, READ AND SIGNED in open Court on this 2nd day of July, 1968, at St. Martinville, Louisiana.

RECEIVED of Michigan Wisconsin Pl. Line Cases, the sum of THREE THOUSAND, FIVE HUNDRED NO/100 (\$3,500.00) in settlement of the above.

J. DORTON, JR., ATTORNEY FOR PLAINTIFF  
AND NELLIE LOUISE DUPUIS, DEFENDANTS.



JCS:js ER 1-1427 - Item II-11-C - Project 1

116028

RECORDED IN COVENANCE  
BOOK 615 FOLIO 258

AMENDMENT TO RIGHT OF WAY

RECORDED

116028

STATE OF LOUISIANA

'83 FEB 6 AM 10:20

PARISH OF ST. MARTIN

*Emilio Berard*  
DE CLERK OF COURT  
PARISH OF ST. MARTIN, LA.

KNOW ALL MEN BY THESE PRESENTS that:

WHEREAS, UNITED GAS PIPE LINE COMPANY (hereinafter referred to as 'United'), a Delaware corporation, is the present owner of all rights, titles, and interests in and to a right of way and servitude acquired by the following described instrument:

Dated the 10th day of June, 1961, executed by Ledelle D. Dupuis, Jr. and Nellie Dupuis Zimmerman, and recorded under Registry No. 118850, Volume 432, Page 552, of the Deed Records of St. Martin Parish, State of Louisiana,

which instrument is herein referred to as the Original Easement.' Said right of way and servitude cover and affect the tract of land St. Martin Parish, described in said instrument as follows, to-wit:

Tract in Section 63, Township 8 South, Range 6 East, bounded North by Alton Huval, East by Highway 347, South by Dupuis, West by Elina D. Berard, the whole designated as L. D. Dupuis Subdivision as per map in COB 503, Page 146, No. 129597 attached to act of dedication of streets and being further described as that land conveyed by judgment from Estate of Ledel D. Dupuis, Sr., No. 9619, Lafayette Parish to Ledel D. Dupuis, Jr. and Nellie L. D. Zimmerman dated October 31, 1961 and recorded in Volume 440, Page 290 #120018 of the Deed Records of St. Martin Parish, Louisiana. (This Subdivision also partially in Section 35, T-8-S, R-6-E, in St. Martin Parish, Louisiana.)

and

WHEREAS, pursuant to the Original Easement the said Grantee has constructed one 30-inch pipeline and pursuant hereto the said Grantee in the near future plans to construct an additional pipeline (hereinafter referred to as Additional Pipeline") under, over, across and through the hereinabove described tract of land; and

WHEREAS, United and the present owner or owners (hereinafter referred to as Owner') of the land subject to the hereinabove described right of way and servitude desire to define the area of the right of way and servitude to be occupied by the two pipelines;

NOW, THEREFORE, for and in consideration of the foregoing, the agreements hereinafter set forth and in the sum of ONE HUNDRED AND NO/100 Dollars and other good and valuable considerations (\$100.00 OGVC), cash in hand paid to Owner by United, the receipt of which is hereby acknowledged, United and Owner hereby covenant and agree as follows:

1. Enlargement of Existing Right of Way

United and Owner hereby amend the Original Easement so that the right of way for and the area to be permanently occupied by the existing 30-inch pipeline constructed under the Original Easement is hereby enlarged so that the same shall comprise, but be limited and restricted to, a strip or parcel of land 55 feet in width, the limits of such 55 foot strip or parcel of land being described as 15 feet East of and parallel to said permanently existing 30-inch pipeline and 40 feet West of and parallel to said 30-inch pipeline.

2. Additional Pipeline Right

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(a) Grant of Right

United and Owner hereby amend the Original Easement so that Owner does hereby grant and convey unto United, its successors and assigns, a right of way and easement to construct, maintain, operate, repair, replace, change the size of, and remove an Additional Pipeline and appurtenances thereto (in addition to the existing 30-inch pipeline) under, over and through the tract of land described in the Original Easement. Said right of way and easement for an Additional Pipeline and appurtenances is granted unto United by Owner on the same terms and provisions as set forth in the Original Easement, as herein amended, and all of such terms and provisions are hereby incorporated herein by this reference. Without limiting the foregoing, it is understood and agreed that the right of way and easement for said Additional Pipeline and appurtenances shall be limited and restricted to and such facilities shall permanently occupy the 55 foot strip described in provision 1 above.

(b) Temporary Work Area

During construction of the Additional Pipeline, United shall also have the right to use an additional temporary working area twenty (20') feet in width, which area is west of, and parallel to, the 55-foot strip or parcel or land described in provision 1 above; and at all points where said Additional Pipeline crosses a road, canal, railroad, existing pipeline or any structure requiring an unusual amount of excavation in order to install the Additional Pipeline, said 20-foot temporary working area shall be increased to such width and length as United determines to be reasonably necessary to use in the laying and construction of the Additional Pipeline on each side of any and all such crossing.

3. United Further Agrees to the Following:

- (a) To move stable and corral to the rear of where the present stable is located.
- (b) To build a wooden fence paralleling the pipeline trench for protection of the blind mare, in order that she will not fall in the trench.
- (c) To maintain an adequate water supply across the trench daily for the livestock.
- (d) After the placement of the pipeline, the dirt will be leveled so as to eliminate any holes or mounds, which could be a hindrance to the blind mare.
- (e) To seed and fertilize the area with the same type of grass as presently located there.
- (f) Upon completion of all of the work on the land in question, the stable and corral will be disassembled and moved back to its original location, keeping the stable clear of the pipeline right of way.

4. Miscellaneous

It is mutually understood and agreed that this agreement as written covers all the agreements and stipulations between the parties and that no representations or statements, oral or written, have been made modifying, adding to, or changing the terms hereof.

Except as herein specifically amended, the Original Easement by which United acquired its right of way and servitude for its presently existing 30-inch pipeline shall and does remain in full force and effect in all respects.

WITNESS THE EXECUTION HEREOF this 17<sup>th</sup> day of January, 1969.

ATTEST

UNITED GAS PIPE LINE COMPANY

[Signature]  
Assistant Secretary  
[Signature]  
Bolin M Davis

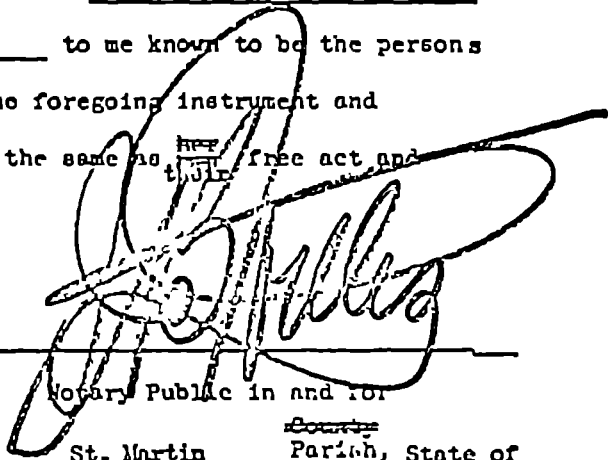
[Signature]  
L. D. Myers  
Vice President and Chief Engineer

WITNESSES:  
Ruelin B. Guard  
Barbara J. Flores

[Signature]  
L. D. Dupuis, Jr.

STATE OF LOUISIANA  
PARISH OF ST. MARTIN

On this 30<sup>th</sup> day of January, 1969,  
1969, before me personally appeared Nellie D. Zimmerman and  
L. D. Dupuis, Jr. to me known to be the persons  
described in and who executed the foregoing instrument and  
acknowledged that ~~they~~ <sup>they</sup> executed the same as ~~their~~ <sup>free</sup> free act and  
deed.

  
\_\_\_\_\_  
Notary Public in and for  
St. Martin ~~County~~ Parish, State of  
Louisiana

FORM 56-3018

32 21

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STATE OF LOUISIANA

PARISH OF CADDO

BEFORE ME, the undersigned authority, this day personally appeared,  
John C. Soderman, to me personally known to be the identical  
person whose name is subscribed to the foregoing instrument as an attesting  
witness, who, being first duly sworn, on his oath says:

That he subscribed his name to the foregoing instrument as an  
attesting witness, and that he knows L. D. Myers  
to be the identical person described therein, and who executed the same and  
saw him sign the same as the voluntary act and deed of said UNITED GAS PIPE  
LINE COMPANY and in the capacity therein stated, and that he, said appearer,  
subscribed his name to the same at the same time as an attesting witness.

John C. Soderman  
SWORN TO AND SUBSCRIBED BEFORE ME, Notary, on this the 5 day  
of February, 1969.

James L. Askew  
Notary Public in and for Caddo Parish,  
Louisiana

JAMES L. ASKEW  
NOTARY PUBLIC Caddo Parish, Louisiana  
My Comm. exp. 1 for L. 10

CSU1112.1-11-85 TRANSMISSION R/W

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Tract 240  
J.O. 83-92301

SERVITUDE AGREEMENT

STATE OF LOUISIANA

PARISH OF ST. MARTIN

THIS SERVITUDE granted this 30th day of October, 1985, by Ledelle Dupuis, Jr. and Nell D. Zimmerman

hereinafter called "Grantor", to GULF STATES UTILITIES COMPANY, a Texas corporation, hereinafter called "Grantee", WITNESSETH: that for and in consideration of the mutual and public benefits to be derived from this grant, and the further consideration of Twenty Thousand and no/100 (\$20,000.00) Dollars cash in hand paid by Grantee to Grantor, Grantor has granted, sold and conveyed with full warranty and subrogation, unto Grantee, the right, privilege, and real servitude to enter upon and to erect, construct, extend, maintain, inspect, operate, replace, remove, repair and patrol one or more lines of wood or metal structures, for one or more circuits, with conductors, wires, crossarms, guy wires, conduits, stubs and other usual, necessary or proper fixtures for the transmission of electricity, and for Grantee's overhead and/or underground communications, together with all necessary foundations, anchors and braces to properly support the same, and the right to place anchors and guy wires outside the described servitude in sufficient numbers to adequately brace its structures any place or places where such described servitude makes an angle, with the right to replace wood structures with metal structures and metal structures with wood structures at any time and from time to time without further payment, upon, over and across a strip of land out of the following described tract, situated in the Parish of St. Martin, State of Louisiana:

A certain tract of land situated in Section 63 and/or 35, Township 8 South, Range 6 East, St. Martin Parish, Louisiana, bounded now or formerly as follows: Northerly by Alton Huval; Southerly by Melvin Dupuis and Heirs of Adele G. Dupuis; Easterly by public road and/or Norris Benoit and Amede Berard; and Westerly by Elina Dupuis Berard

Handwritten signature: Jean B. Blanchard

being 109 feet on the northerly side and 85 feet on the southerly which strip of land upon which said servitude is granted is more particularly described as side of the following described centerline and continuations thereof, insofar as same may be embraced within the boundaries of the above described tract, said centerline being more particularly described as follows:

Line enter in the westerly line of the above described tract of land at a point located 64.4 feet northerly from a corner in the said westerly line of the above described tract of land said corner being the northwest corner of a tract of land belonging now or formerly to Melvin Dupuis.

Thence N 74° 14' 51" E, a distance of 1245 feet crossing the easterly line of this tract of land at a point located 23 feet northerly from the intersection of the southerly line of this tract of land with the westerly R/W line of State Highway No. 25.

This servitude agreement cancels and supersedes a portion of the previous servitude agreement between Ledele Dupuis and Gulf States Utilities Company dated January 26, 1929 and recorded in Conveyance Book 110, Page 655, File No. 49404 of the Conveyance Records of St. Martin Parish, Louisiana, but only in so far as it may apply to the tract described hereinabove, and Gulf States Utilities Company herein expressly reserves any other right which may be contained in the said servitude.

GRANTOR GRANTS TRANSMISSION ROW

The Addendum attached hereto is made a part of this instrument.

See plat, sketch, or aerial photo attached hereto and made a part hereof.

GRANTOR GRANTS unto said Grantee the right from time to time (a) to cut and remove all trees, underbrush and other obstructions upon said land covered by said right of way without further payment and (b) to cut and remove from the land adjacent to said right of way any and all trees which in falling would come within ten feet of the electric lines of Grantee, upon payment of the reasonable market value of such trees.

GRANTOR RETAINS the right to use for Grantor's own purpose the land covered by said servitude as long as such use does not interfere with the servitude and rights herein granted. However, Grantor shall not erect, locate or permit the erection or location of any structure or object of any type whatever within ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ of the above described servitude but Grantor may fence any or all of the said property. Grantee shall have ingress and egress at any and all times to, from and along the said land covered by the said servitude.

GRANTEE SHALL pay to Grantor for damage to Grantor's growing crops, buildings and other structures, roads, bridges and fences caused in the construction, operation and/or maintenance of said electric lines.

TO HAVE AND TO HOLD said rights, and right of way, unto the said Grantee, its successors and assigns, until said servitude be exercised, and so long thereafter as the same shall be useful for the above named purposes.

This agreement is in the nature of a covenant running with the land, and shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto. Whenever the word "Grantor" is used in this act, it shall be construed to include "Grantors".

WITNESS the signature of the Grantor on the day, month and year first above written.

WITNESSES as to Grantor:

Anna A. Dupuis  
Frank H. Weaver

GRANTOR.

Ledelle Dupuis, Jr.  
Mell D. Zimmerman

STATE OF ~~LOUISIANA~~ Texas  
County Jefferson  
PARISH OF Jefferson

BEFORE ME, the undersigned authority, personally came and appeared Frank H. Weaver

who being by me first duly sworn, deposed and said:

That he is one of the subscribing witnesses to the foregoing instrument; that Ledelle Dupuis, Jr.  
Mell D. Zimmerman

, Grantor, named in the instrument, signed the same in the presence of appearer and in the presence of Anna A. Dupuis, the other subscribing witness; and that appearer and the other subscribing witness signed attesting said instrument in the presence of the said Grantor and in the presence of each other, and that the signatures thereon are true and genuine.

Frank H. Weaver  
Appearing Witness

SWORN TO AND SUBSCRIBED before me at Beaumont, Texas, Louisiana, on this 4th day of November, 19 85.

M A Mansfield  
Notary Public  
MARY ANN MANSFIELD, Notary Public  
In and For the State of Texas  
My Commission Expires 3-21-88

503

ADDENDUM

1.

The said line of structures shall traverse the above described lands as located and shown upon the plat annexed hereto and made a part hereof.

2.

The rights of ingress and egress vested in Grantee shall be limited to the right of way strip herein described.

3.

The grant of right of way and easement is limited for the use herein provided and there shall be no other use thereof.

4.

The Grantee shall pay for all damages which may arise from the construction, repair, operation, replacement, removal, and maintenance of said line of structures and shall hold Grantor harmless from all claims by others for damages arising from the construction, operation, removal, repair, replacement, or maintenance of said line of structures.

5.

This servitude, right of way, and easement is granted subject to all farm, mineral, or other leases, servitudes, rights of way, and easements affecting the subject property.

6.

In the construction, maintenance, and operation of the said line of servitude, Grantee agrees to comply with all regulations and directives of state and federal agencies having authority in the premises.

7.

Grantor reserves unto himself, his heirs, and assigns, all of the mineral rights affecting said servitude.

501

8.

Grantor shall be notified twenty-four (24) hours ahead of time whenever Grantee is to perform work on the servitude.

9.

None of Grantee's conductors, wires, crossarms, guy wires, conduits, stubs and other usual, necessary or proper fixtures for the transmission of electricity, shall be located outside of the right of way granted herein.

10.

Grantee assumes responsibility and shall save Grantor harmless from any and all loss, damage, cost, and expenses arising in any manner due to the insulation, maintenance or existence of its facilities within said servitude and will defend Grantor from any and all claims, suits and demands arising therefrom, except in cases caused by the sole negligence of Grantor or its representatives.

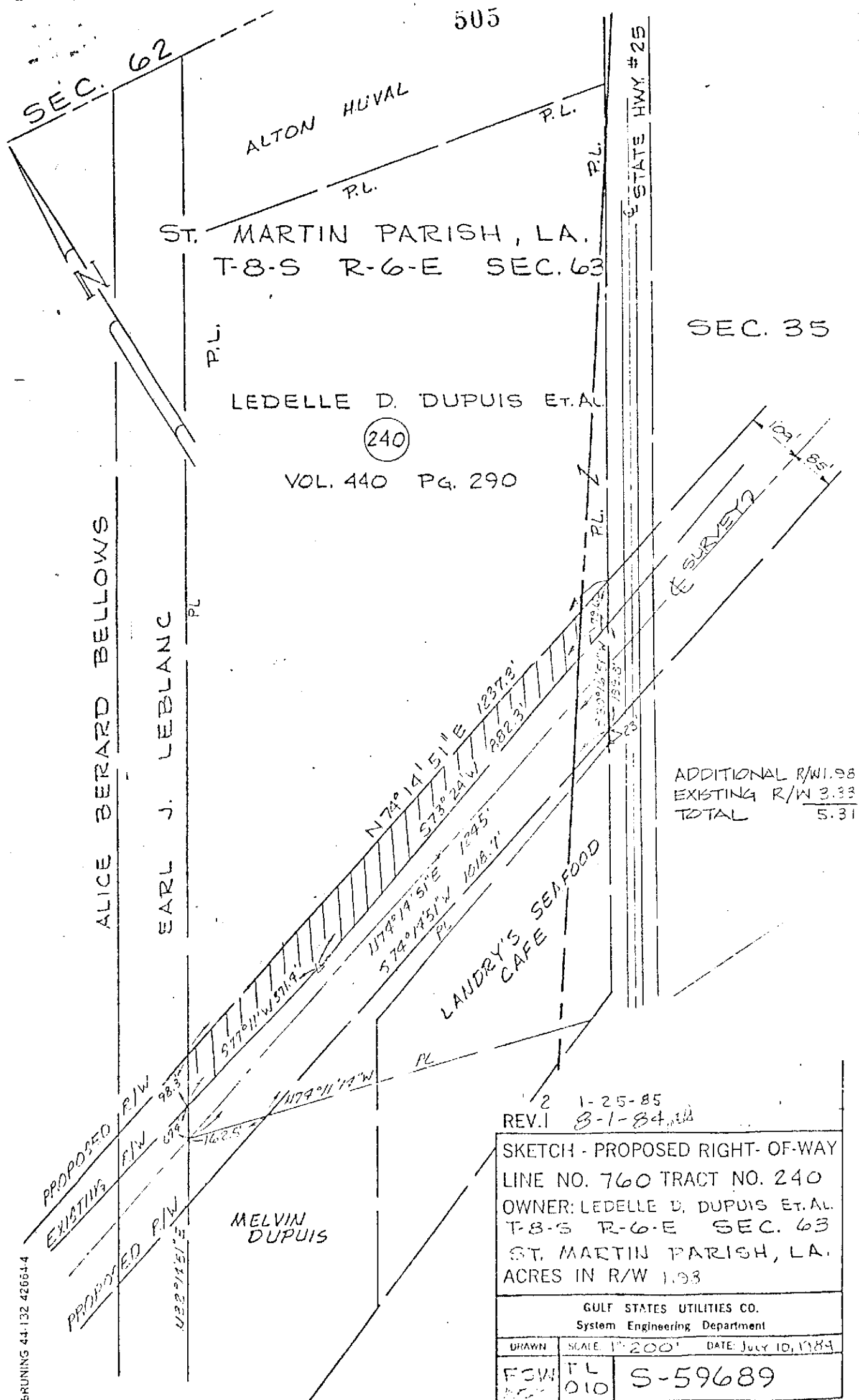
11.

Grantor expressly reserves the right to cross the right of way herein granted with other utilities such as pipelines, telephone cables, roads, ditches, levees, irrigation piping, etc.

12.

Grantee agrees to mark the boundaries of the right of way at its point of intersection with the west right of way line of Louisiana Highway No. 347.





RECORDED IN CONVEYANCES  
BOOK 1201 FOLIO 301

272002

RECORDED

94 JUN 13 P 1: 22

*Ginger B. Shucroft*  
NOTARY PUBLIC  
STATE OF LOUISIANA

STATE OF LOUISIANA  
PARISH OF LAFAYETTE

272002

SERVITUDE

BE IT KNOWN, That on this 10th day of June, 1994, before me, *E. H. Chambley*, a Notary Public, duly commissioned and legally qualified in and for the State and Parish aforesaid, and in the presence of the witnesses hereafter named and undersigned, PERSONALLY CAME AND APPEARED Ledelle D. Dupuis, Jr., a single man, whose mailing address is 204 Grimsby St., Lafayette, Louisiana 70501 and Nellie D. Dupuis, a widow, <sup>ZIMMERMAN *did*</sup> whose mailing address is 120 Oklahoma St., Lafayette, Louisiana 70501, who declared and said that for the price and consideration and on the terms and conditions hereinafter expressed they have agreed to create a servitude of way for the use of Royal International Petroleum Corporation, a Delaware Corporation, authorized to do business in Louisiana, domiciled at 5835 Belle Grove Ave., Baton Rouge, Louisiana 70820, represented by Irion Bordelon, its duly authorized agent, over and across a strip of land forming a part of the property of Ledelle Dupuis and Nellie D. Dupuis, <sup>ZIMMERMAN *did*</sup> described as follows:

A 30' Right of Way from Ledelle D. Dupuis, Jr., et al in Section 35 and 63, Township 8 South, Range 6 East, St. Martin Parish, Louisiana, the Southerly lines more particularly described as follows: Beginning at the intersection of the west Right of Way of Hwy. 347 and the South line of Ledelle D. Dupuis, Jr., et al also being the North line of Don Landry, et al, tract; thence Northwest 109.68' along the common line between Don Landry, et al, and Ledelle D. Dupuis, Jr., et al, to the Gulf States Utilities Right of Way also being the most Northerly corner of the Don Landry, et al, tract; thence with the common line between Ledelle D. Dupuis, Jr., et al, and Don Landry, et al, and the extension of that line S 74 W approximately 720' to the intersection of the line between Ledelle D. Dupuis, Jr., et al, and RIPCO's 5.51 acre tract. The 30' Right of Way being on the property of Ledelle D. Dupuis, Jr., et al.

The said Ledelle D. Dupuis, Jr. and Nellie D. Dupuis, <sup>ZIMMERMAN *did*</sup> do hereby create a servitude of way or passage and dedicate the same to the

property of Royal International Petroleum Corporation, and conveys unto said corporation, it heirs, successors and assigns, in perpetuity, a servitude of way over and across the above described property.

This servitude is granted and accepted for and in consideration of the payment by Royal International Petroleum Corporation of ONE THOUSAND FIVE HUNDRED AND NO/00 (\$1,500.00) Dollars per year to Ledelle D. Dupuis, Jr., et al.

This done and passed in my office in Lafayette, Lafayette Parish, Louisiana, on the day, month and year herein first above written, in the presence of MELINDA W. FAYARD and ROBERT B. BARBOR, competent witnesses, who hereunto signed their names with the said Appearers and me, Notary, after due reading of the whole.

WITNESSES:

[Signature]  
[Signature]

She H. Chambley  
Notary Public

GRANTORS:

Ledelle Dupuis, Jr.  
Melinda W. Fayard

GRANTEE:

ROYAL INTERNATIONAL PETROLEUM CORPORATION

BY [Signature]  
IRION BORDELON, it's duly authorized agent

303

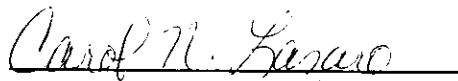
I, CAROL N. LAZARO, in my official capacity as Secretary-Treasurer of Royal International Petroleum Corporation, do hereby certify that a special meeting of the Board of Directors of said Corporation, duly and regularly convened and held on the 9th day of June, 1994, at which a quorum for the transaction of business was present and acting through-out, the following resolution was duly and regularly adopted and is in full force and effect, as appears in the minutes of said meeting:

A RESOLUTION

BE IT RESOLVED by the Board of Directors of Royal International Petroleum Corporation, (hereinafter RIPCO), that Irion Bordelon act as the duly authorized agent, and he is hereby authorized and directed to execute a Servitude and Right of Way Agreement for the benefit of RIPCO's property with Ledelle D. Dupuis, Jr., and Nellie D. Zimmerman, for consideration of One Thousand Five Hundred and No/100 (\$1,500.00) Dollars, cash annually, covering the following described property, to-wit:

A 30' Right of Way from Ledelle D. Dupuis, Jr., and Nellie D. Zimmerman in Section 35 and 63, T8S-R6E, St. Martin Parish, Louisiana, the Southerly lines more particularly described as follows: Beginning at the intersection of the west Right of Way of Hwy. 347 and the South line of Ledelle D. Dupuis, Jr., and Nellie D. Zimmerman also being the north line of Don Landry, et al, tract; thence Northwest 109.68' along the common line between Don Landry, et al, and Ledelle D. Dupuis, Jr., and Nellie D. Zimmerman to the Gulf States Utilities Right of Way also being the most Northerly corner of the Don Landry, et al, tract; thence with a common line between Ledelle D. Dupuis, Jr., and Nellie D. Zimmerman and Don Landry, et al, and the extension of that line S 74 W approximately 720' to the intersection of the line between Ledelle D. Dupuis, Jr., and Nellie D. Zimmerman and RIPCO's 5.51 acre tract. The 30' Right of Way being on the property of Ledelle D. Dupuis, Jr., and Nellie D. Zimmerman.

IN WITNESS WHEREOF, I have hereunto set my hand and affix the corporate seal of this Corporation on this 9th day of June, 1994.



CAROL N. LAZARO, Secretary-Treasurer of Royal International Petroleum Corporation

ALLEN BLANCHARD, C.  
NOTARY PUBLIC  
CLAYTON, MISSISSIPPI

286625

97 SEP -5 PM 3:53

CASH SALE

*Lama B. Blanchard*  
LENTY BLANCHARD

BY: LEDELLE D. DUPUIS, JR. AND  
NELLIE LOUISE DUPUIS ZIMMERMAN

STATE OF LOUISIANA

TO: MARK LOUIS ZIMMERMAN

PARISH OF LAFAYETTE

BE IT KNOWN that on this 28<sup>TH</sup> day of August, 1997, before me, Clifton E. Hagood, Jr., undersigned Notary, personally came and appeared

LEDELLE D. DUPUIS, JR., a single person residing and domiciled in Lafayette, Lafayette Parish, Louisiana, and, NELLIE LOUISE DUPUIS ZIMMERMAN, born Dupuis, a single widow of Aurelien Zimmerman residing and domiciled in Lafayette, Lafayette Parish, Louisiana,

WHO DECLARED that for the consideration hereinafter mentioned they do by these presents sell, transfer and deliver with full guarantee of title, free from all encumbrances, and with subrogation to all of their rights and actions of warranty against previous owners, unto

MARK LOUIS ZIMMERMAN, a single person residing and domiciled in Lafayette, Lafayette Parish, Louisiana, whose mailing address is 120 Oklahoma, Lafayette, Louisiana, 70501,

present, accepting and purchasing for himself, his successors and assigns, acknowledging delivery and possession thereof, the following described property, to-wit:

that certain Lot or parcel of ground, together with all improvements thereon, situated in Sections 63 and 35, Township 8 South, Range 6 East of St. Martin Parish, Louisiana, containing 1.058 acres and having such dimensions and boundaries as shown existing between those corners marked as "A", "B", "C", and "D" on that plat of survey by Timothy L. Collins dated August 8, 1997 which is paraphed for identification herewith, attached hereto, and made a part hereof. Vendor's retain all minerals, provided that no one site activity shall be permitted without the express consent of purchaser.

CONVEYANCE  
BOOK PAGE  
1252 668

SALE: By, Ledelle D. Dupuis, Jr. and Nellie Louise Dupuis Zimmerman  
To, Mark Louis Zimmerman  
Page 2 of 2

This sale is made and accepted for the consideration of TWENTY THOUSAND AND NO/100 (\$20,000.00), DOLLARS cash in hand paid and receipt and acquittance of is hereby acknowledged. Purchaser assumes the payment of taxes assessed against the property herein sold pro-rata for the year 1997.

THUS DONE AND PASSED in Lafayette Parish, Louisiana, on the day and date referenced hereinabove, in the presence of the undersigned competent witnesses, who sign with appearers and me, Notary, after due reading of the whole.

WITNESSES:

*[Signature]*  
Jacy Bunt

*[Signature]*  
LEDELLE D. DUPUIS, JR.

*[Signature]*  
NELLIE LOUISE DUPUIS  
ZIMMERMAN

*[Signature]*  
MARK LOUIS ZIMMERMAN

*[Signature]*  
C. E. HAGOOD, JR., NOTARY PUBLIC

CONVEYANCE

BOOK

PAGE

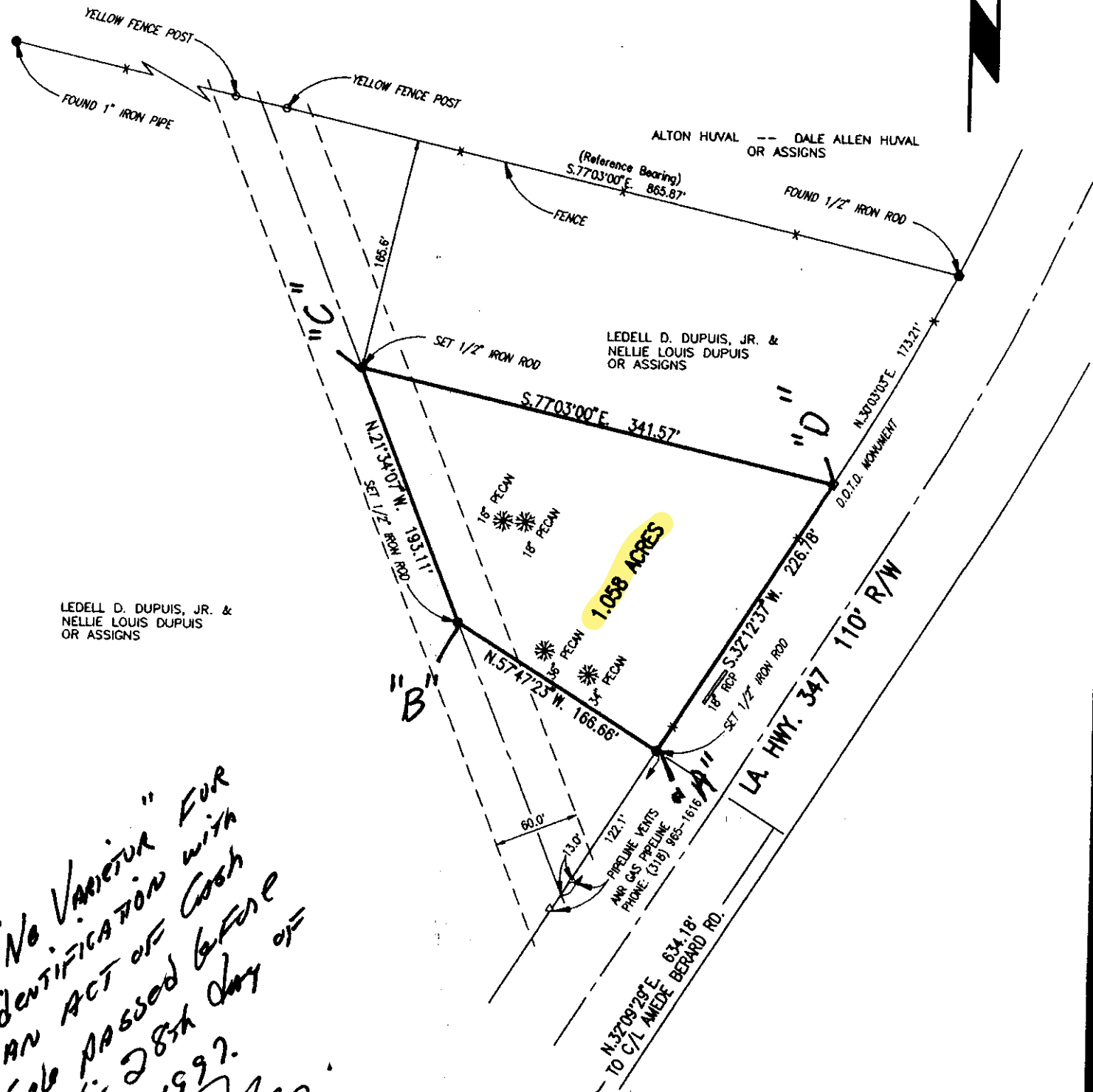
1262

669

THE ORIGINAL DRAWING OF THIS WORK IS THE PROPERTY OF C.P.S. ENGINEERING AND LAND SURVEYING, INC. REPRODUCTION OF THIS PRINT IS PROHIBITED EXCEPT BY WRITTEN PERMISSION OF THIS FIRM. ADDITIONAL INFORMATION IS OFTEN ADDED IN A CONTINUOUS UPDATING PROCESS. CHECK FOR LATEST REVISION DATE BEFORE ACTING ON DATA SHOWN. THIS FIRM IS NOT RESPONSIBLE FOR ACTIONS OR PROJECTS TAKEN BASED UPON OBSOLETE DRAWINGS FOR WHICH THIS FIRM WAS NOT SPECIFICALLY CONSULTED AND WRITTEN PERMISSION RECEIVED. SERVITUDES AND/OR RIGHTS-OF-WAY OTHER THAN THOSE NOTED MAY EXIST ON THIS PROPERTY AND OWNERS OR POTENTIAL BUYERS SHOULD BE AWARE THAT ABSTRACTING OF TITLE TO THIS PROPERTY, TO SHOW ALL ENCUMBRANCES, WAS NOT WITHIN THE SCOPE OF THIS SURVEY.

DELINEATION OF JURISDICTIONAL WETLANDS HAS NOT BEEN REQUESTED NOR IS A PART OF THIS SURVEY.

THIS PLAT WAS PREPARED CONFORMING TO THE REQUIREMENTS OF THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEY AS SET FORTH IN LAC TITLE 48: LXI, CHAPTER 25. THIS IS A CLASS "D" SURVEY.



"No Variation" for identification with an act of Cosh sale passed before me this 28th day of August, 1997.

REFERENCE IS MADE TO A MAP OF SURVEY SHOWING PROPERTY TO BE ACQUIRED BY MR. ALTON HUVAL FROM MR. L. D. DUPUIS, SR. BY FRED L. COLUMB, L.S., DATED OCTOBER 24, 1957.

PLAT OF SURVEY SHOWING  
PROPERTY  
TO BE ACQUIRED BY

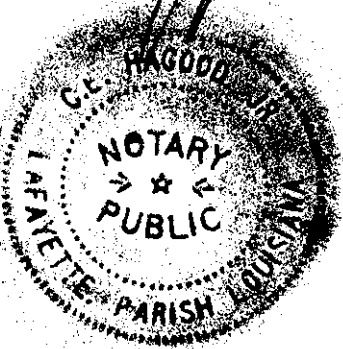
MARK LOUIS ZIMMERMAN

LOCATED IN SECTIONS 63 & 35, T 8 S - R 6 E, LA. HWY. 347,  
ST. MARTIN PARISH, LOUISIANA.

SURVEYED BY:  
C. P. S. ENGINEERING AND LAND SURVEYING, INC.

BY: *Timothy L. Collins*  
TIMOTHY L. COLLINS - P.L.S.  
LA. REG. NO. 4752  
SCALE 1" = 100' AUGUST 8, 1997

PREPARED FOR:  
EARL HAYGOOD  
ATTORNEY AT LAW  
B 311 P 44 JAS  
WO# 20964-F



1363

839

338009

ALLEN LA CHANCE  
CLERK OF COURT  
SECTION 11, T8S, R6E, S11E, L1

02 APR -5 PM 3:32

*Kelli R. R...*  
DEPUTY CLERK**CASH SALE**

**BE IT KNOWN**, that on this **5th** day of **April, 2002**, before me, the undersigned Notary Public, duly commissioned and qualified as such, personally came and appeared:

**NELLIE LOUISE DUPUIS ZIMMERMAN** (SSN [REDACTED]) widow of **Aurelien Zimmerman**, a resident of the full age of majority of the Parish of Lafayette, State of Louisiana,

**LEDELLE D. DUPUIS, JR.** (SSN [REDACTED]) a single man of the full age of majority of the Parish of Lafayette, State of Louisiana, (**Nellie Louise Dupuis Zimmerman and Ledelle D. Dupuis, Jr.** (are hereinafter sometimes referred to as "Sellers")),

who declared that for the consideration hereinafter mentioned they do by these presents, sell, transfer and deliver with full guarantee of title and free from all encumbrances and with subrogation to all of their rights and actions of warranty against previous owners, unto:

**ALLISON G. ENTERPRISE, L.L.C.**, a Louisiana Limited Liability Company herein represented by **Daniel B. Shapiro and Phil Near**, its sole members, whose mailing address is **123 Blue Heron Drive, Mandeville, Louisiana 70471**, (hereinafter sometimes referred to as "Purchaser"),

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

A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Sections 35 and 63 of Township 8 South, Range 6 East, in St. Martin Parish, more particularly described as follows:

From the southeast corner of the Ledelle D. Dupuis, Jr., Tract in Section 35, Township 8 South, Range 6 East, go North 31 degrees 52 minutes 21 seconds East a distance of 473.56 feet to a POINT OF BEGINNING; thence run North 58 degrees 7 minutes 39 seconds West a distance of 249 feet; thence run South 76 degrees 52 minutes 21 seconds West a distance of 155.56 feet; thence run South 31 degrees 52 minutes 21 seconds West a distance of 7.15 feet; thence run North 58 degrees 7 minutes 39 seconds West a distance of 215 feet; thence run North 31 degrees 52 minutes 21 seconds East a distance of 584.00 feet; thence run South 58 degrees 7 minutes 39 seconds East a distance of 32.41 feet; thence run North 76 degrees 52 minutes 21 seconds East a distance of 99 feet; thence run North 31 degrees 52 minutes 21 seconds East a distance of 66 feet; thence run South 58 degrees 7 minutes 39 seconds East a distance of 344.35 feet; thence run South 36 degrees; South 57 minutes 42 seconds East a distance of 69.26 feet; thence run South 58 degrees 7 minutes 39 seconds East a distance of 62.65 feet; thence run South 31 degrees 52 minutes 21 seconds West a distance of 400 feet to the POINT OF BEGINNING. Said tract being a total of 6 acres.

Being the same 6.00 acre tract depicted on that plat of survey by C. Randall Dixon, R.P.L.S., dated February 13, 2002, revised February 22, 2002, entitled "A 6.00 Acre Portion of LeDelle D. Dupuis, Jr., et al, property being, a 29.89 acre tract located in Section 35 and 63, T8S-R6E, St. Martin Parish" attached hereto.

Appearers agree that the property is conveyed by Sellers and accepted by Purchaser "AS IS, WHERE IS", without any warranty whatsoever, except as to title, as to the operation and suitability of the property for the use intended by Purchaser, and without regard to the presence of apparent or



CONVEYANCE  
BOOK PAGE  
1363 840

hidden defects and with Purchaser's full and complete waiver of any and all rights for the return of all or any part of the purchase price by reason of any such defects. Purchaser acknowledges and declares that neither Seller nor any party whomsoever, acting or purporting to act in any capacity whatsoever on behalf of Seller, has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise, and upon which Purchaser has relied, concerning the existence or nonexistence of any quality, characteristic or condition of the property. Purchaser has had full, complete and unlimited access to the property for all tests and inspections which Purchaser, in its sole discretion, deems sufficiently diligent for the protection of its interest. Purchaser expressly waives the warranty against eviction, warranty of fitness and warranty against redhibitory vices and defects, whether apparent or latent, imposed by LSA – C.C. ARTS. 2475, 2476 and 2501, any other applicable state or federal law, and the jurisprudence thereunder. Purchaser also waives any rights it may have in redhibition or to a reduction in purchase price pursuant to LSA – C.C. ART. 2520 through 2548, inclusive, in connection with the property. By its signature, Purchaser expressly acknowledges all such waivers and the exercise of Purchaser's right to waive warranty pursuant to LSA – C.C. ART. 2503 and 2548.

Purchaser Initials: DBS Daniel B. Shapiro  
on behalf of Allison G. Enterprise, L.L.C.  
PN Phil Near  
on behalf of Allison G. Enterprise, L.L.C.

The parties assume their prorata share of the payment of all taxes assessed against the property herein sold for the year 2002. This sale is made and accepted for and in consideration of the sum of **SIX HUNDRED FORTY-EIGHT THOUSAND ONE HUNDRED SEVENTY-TWO AND 00/100 DOLLARS (\$648,172.00)**, for which acquittance is herein granted.

The Purchaser agrees that the following restrictive covenants shall be established in favor of the 2.9532 acre parcel described hereinbelow and the adjacent property owned by Sellers and bear on the future use of the property being conveyed:

- a. No portion of the property conveyed herein shall be used for the construction or operation of any restaurant facility having in excess of 1,000 square feet in floor space; and
- b. Any signs placed on the property conveyed herein shall be at least sixty (60') feet above the ground. Furthermore, no improvements, construction or signs placed on the property conveyed herein shall block or impede unduly any view of any sign placed on the following described property:

That certain tract or parcel of land located in Sections 35 and 63, Township 8 South, Range 6 East, St. Martin Parish, Louisiana, containing 2.9532 acres, shown and depicted on that plat of survey by Russell Caffery and Associates, Surveyors, dated March 3, 1976, attached to that certain Lease and Purchase Agreement dated March 4, 1976 and recorded in Conveyance Book 728, at folio 183 under Entry Number 173047 of the records of the Clerk of Court of St. Martin Parish, Louisiana.

This sale is made and accepted subject to restrictive covenants, easements, servitudes, rights of way, and obligations of ownership affecting the property subject to this Cash Sale of record in the records of the Parish of St. Martin, State of Louisiana. This sale is being made pursuant to that Bond for Deed entered into between the parties which is recorded under Entry No. 337786 in COB 1363, folio 562 of the records of St. Martin Parish, Louisiana, and therefore the parties hereby authorize and instruct the Clerk of Court of St. Martin Parish to cancel said Bond for Deed.

THUS DONE AND PASSED in the Parish of \_\_\_\_\_, State of Louisiana, on the day and date first hereinabove written, in the presence of the undersigned witnesses, who sign with Appearers and me, officer, after due reading of the whole.

WITNESSES:

[Signature] Nellie Louise Dupuis Zimmerman  
NELLIE LOUISE DUPUIS ZIMMERMAN  
SS# [REDACTED]

Lester A. Gonsoulin Jr. LeDelle D. Dupuis, Jr.  
LEDELLE D. DUPUIS, JR.  
SS# [REDACTED]

[Signature]  
NOTARY PUBLIC

THUS DONE AND PASSED in the Parish of \_\_\_\_\_, State of Louisiana, on the \_\_\_\_\_ day of \_\_\_\_\_, 2002, in the presence of the undersigned witnesses, who sign with Appearers and me, officer, after due reading of the whole.

WITNESSES:

[Signature]

ALLISON G. ENTERPRISE, L.L.C.

BY:

[Signature]  
DANIEL B. SHAPIRO  
MEMBER

[Signature]

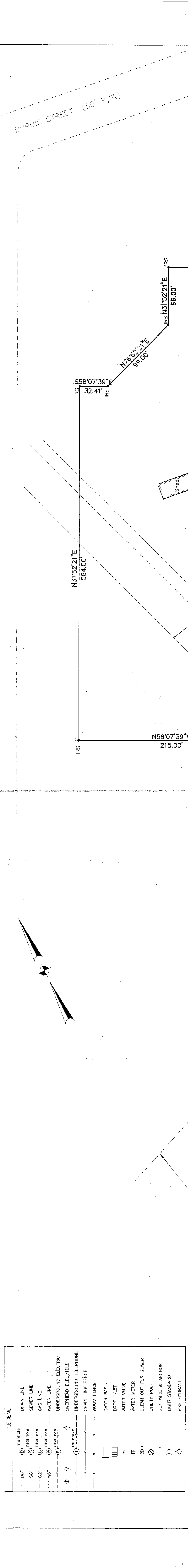
BY:

[Signature]  
PHIL NEAR, MEMBER

[Signature]  
NOTARY PUBLIC

My Commission Expires: At Death

A 6.00 ACRE PORTION OF LEDELLE D. DUPUIS, JR. ET ALS PROPERTY  
BEING A PORTION OF A 29.89 ACRE TRACT LOCATED IN SECTIONS 35 &  
63, T8S-R6E, ST. MARTIN PARISH, LOUISIANA



UTILITIES:

WATER: CECILIA WATER COMPANY  
 P.O. BOX 11  
 CECILIA, LA 70521  
 (337) 667-6358  
  
 GAS: TRANSLUISIANA GAS COMPANY  
 420 W. PINHOOK RD.  
 LAFAYETTE, LA 70503  
 (337) 268-4409  
  
 TELEPHONE: BELLSOUTH  
 1-800-238-5501

*FLOOD ZONE*  
This is to certify that I have consulted the National Flood Insurance Program's  
Rate Map Community Panel 22017B, 2075 B, dated 03/03/82 and found this  
property to be in Zone C.  
Base Flood Elevation = N/A

REFERENCE MAPS:

- 

GENERAL NOTES:

- LEDELLE D. DUPUIS, JR. TRACT
1. NO INFORMATION WAS PROVIDED LOCATING APPARENT TELEPHONE SERVITUDE ALONG HWY. 437.
2. L. D. DUPUIS SUBDIVISION, PER PLAT OF SURVEY BY FRED L. COLOMB, DATED JULY 15, 1964 DEDICATES THE FOLLOWING STREET TO THE PUBLIC USE: LEDELLE STREET, NELLIE STREET, DUPUIS STREET AND BEAUREGARD STREET. NELLIE STREET AFFECTS THE PROPERTY AS IS SHOWN ON THIS PLAT. BEAUREGARD STREET IS SHOWN AS A 20' WIDE STREET. THE LOCATION OF THE L. D. DUPUIS SUBDIVISION IS SHOWN ON THE PLAT. THE RECORDING OF THE L. D. DUPUIS SUBDIVISION AND THE STREETS THEREIN WERE RECORDED IN COB 726, FOLIO 433.
- DATED JANUARY 5, 1965 AND FILED AS INSTRUMENT No. 173118.
- 0.75' 3' 0.75' 18" Concrete Pipe 18" Concrete Pipe
- OH F
- 2" HP GAS

There is no representation that all applicable servitudes and/or restrictions have been shown herein. Any servitudes and/or restrictions shown on this plat are limited to those set forth in the description and/or information furnished to the undersigned. A title or public record search for this information was not made by the undersigned in compiling the data for this survey.

I certify that this plat represents an actual ground survey made by me, or by those under my direction, that no visible encroachments exist either way across the property lines except as shown hereon and that this survey and plat are in accordance with the adapted Louisiana Minimum standards for Property Boundary Survey for a class "C" Survey.

GRAPHIC SCALE

LA. HIGHWAY 347  
("GRAND POINT HIGHWAY")

REVISED APRIL 4, 2002 TO SHOW ADD RECORDATION INFORMATION.  
REVISED MARCH 26, 2002 TO SHOW GAS PIPELINE SERVITUDE.  
REVISED FEBRUARY 22, 2002 TO CHANGE ACREGE.  
SURVEY FOR 1-50P, L.L.C.  
FEBRUARY 13, 2002

STATE OF LOUISIANA  
C. RANDALL DIXON  
REG. NO. 4474  
REGISTERED

( IN FEET )  
1 inch = 50 ft.

OFFICE OF

[illegible][illegible]

LA. HIGHWAY 347 ("GRAND POINT HIGHWAY")

OFFICE OF  
JOHN J. AVERY & ASSOC., INC.  
5413 POWELL ST. SUITE A  
INDIANAPOLIS, IN 46204

LA. HIGHWAY 347 ("GRAND POINT HIGHWAY")

• DENOTES IRON ROD

JOHN J. AVERY & ASSOC. INC.  
OFFICE OF  
5413 POWELL ST. SUITE A  
HARAHAN, LA. 70123  
(504) 733-2493

• DENOTES IRON ROD

[illegible]



St. Martin Parish Recording Page

Allen Blanchard, Sr  
CLERK OF COURT  
PO BOX 308  
St Martinville, LA 70582  
(337) 394-2210

First VENDOR

DUPUIS, LEDELLE D

First VENDEE

ZIMMERMAN, NELLIE LOUISE DUPUIS

Index Type : Conveyance

Inst Number : 426842

Type of Document : Donation

Book : 1542      Page : 672

Recording Pages : 5

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Martin Parish, Louisiana

On (Recorded Date) : 08/14/2009

At (Recorded Time) : 10:48:09AM



*Allen B Blanchard*  
Deputy Clerk



Doc ID - 004220240005

Do not Detach this Recording Page from Original Document

LEDELLE D. DUPUIS, JR., : UNITED STATES OF AMERICA  
DONOR  
  
TO : STATE OF LOUISIANA  
  
NELLIE LOUISE DUPUIS  
ZIMMERMAN, DONEE : PARISH OF ST. MARTIN  
  
FILED: \_\_\_\_\_ BY: \_\_\_\_\_

### ACT OF DONATION

BE IT KNOWN that on the 17th day of January, 2009, before the undersigned Notary Public, duly commissioned and qualified in and for the State of Louisiana, Parish of Lafayette, and in the presence of the two undersigned competent witnesses,

#### PERSONALLY CAME AND APPEARED:

LEDELLE D. DUPUIS, JR., a single person residing and domiciled in Lafayette, Lafayette Parish, Louisiana, hereinafter called DONOR,

who declared that for and in consideration of the love and affection which he bears for his sister and further to establish a residence for both him and his sister, namely:

NELLIE LOUISE DUPUIS ZIMMERMAN, born Dupuis, a single widow of Aurelien Zimmerman residing and domiciled in Lafayette, Lafayette Parish, Louisiana, hereinafter called DONEE,

he, DONOR herein, desires to convey, transfer and donate all of his rights, titles and/or interests in and to the immovable property described hereinbelow, together with any and all buildings and/or improvements thereon situated, to and in favor of his sister:

NELLIE LOUISE DUPUIS ZIMMERMAN, born Dupuis, a single widow of Aurelien Zimmerman residing and domiciled in Lafayette, Lafayette Parish, Louisiana,

and therefore, he, DONOR herein, does hereby GIVE, DONATE and DELIVER and does by this formal Act of Donation irrevocably give and donate *inter vivos* and deliver unto the said NELLIE LOUISE DUPUIS ZIMMERMAN as her separate and paraphernal property under her separate administration and control and for her separate use, management and benefit, all of his rights, titles and/or interests in and to the following described immovable property, together with any and all improvements and buildings thereon situated, so as to cause the said DONEE herein to be the full and complete owner of said property described hereinbelow belonging to her separate and paraphernal estate under her separate administration and control and for her personal use and benefit, to-wit:

#### IMMOVABLE PROPERTY

ALL OF DONOR'S RIGHTS, TITLES AND/OR INTERESTS IN AND TO THE FOLLOWING DESCRIBED PROPERTY, TOGETHER WITH ALL BUILDINGS AND IMPROVEMENTS THEREON:

It is further understood and agreed that the herein donated property does not constitute all of the property of DONOR and is intended as an extra portion to DONEE and is not subject to the rule of collation, if applicable.

**AND, NOW, COMES AND APPEARS:**

**NELLIE LOUISE DUPUIS ZIMMERMAN**, born Dupuis, a single widow of Aurelien Zimmerman residing and domiciled in Lafayette, Lafayette Parish, Louisiana,

DONEE herein, in the presence of the undersigned Notary Public and the undersigned competent witnesses, to accept the above and foregoing donation made to her by her brother, DONOR herein, namely **LEDELLE D. DUPUIS, JR.**, who accepts all of his rights, titles and/or interests in and to the subject property described hereinabove, so as to cause the said DONEE to be in full and complete ownership and possession of DONOR'S rights, titles and/or interests covering and affecting said property as her separate and paraphernal property under her separate administration and control and for her separate use, management and benefit and not to form any part or portion of any community property regime which may nor or in the future exist with a spouse, if applicable.

**TO HAVE AND TO HOLD** the above described rights, titles and/or interests of DONOR in and to said property unto the said DONEE as property belonging to her separate and paraphernal estate under her separate administration and control and for her separate use and benefit in full and complete proportion and ownership of DONOR'S rights, titles and/or interests in and to said property.

**AND NOW**, DONOR herein does hereby acknowledge and declare that said property donated herein does not constitute all of his properties as provided by La. C. C. Art. 1497.

It is understood and agreed by and between the parties hereto that any improvements and their component parts located on the above described properties are conveyed to DONEE by DONOR herein in an "AS IS" condition and the DONOR herein is conveying any improvements without any warranty as to the condition or fitness of the improvements for any purpose or reason whatsoever, including the roofing, electrical, heating and cooling units/systems, wiring and plumbing systems, and said DONEE accepts said improvements and all component parts in their present "AS IS" condition(s).

It is further understood and agreed that should any clause or provision of this instrument be invalid and/or void for any reason, such invalid and/or void clause or provision shall not affect the whole of this document, but the balance of the terms, provisions and conditions hereof shall remain in full force and effect.

That certain tract of land situated in the eastern portion of Section 63 and partly in Section 35, T8S, R6E, Ward Five, Parish of St. Martin, Louisiana, containing forty-two (42.00) arpents, more or less, bounded north by property of Alton Huval, or assigns, south by property of Eugene E. Dupuis, or assigns in part and in part by property of heirs of Adele Guidry and Beauregard Dupuis, east by the public blacktop road and west by the property of Lena Dupuis or assigns; and being further described as composed of the following tracts of land, to-wit:

- a. The north half of a certain fifty arpent tract, formerly bounded north by Dermelle Calais, south by public road, east by Beauregard Dupuis and west by Madame Pauline Latiolais, this being the twenty-five arpent tract acquired by Ledelle Dupuis in Act of Partition with his co-heirs, Act 41737, Book 85, Page 410, records of St. Martin Parish, Louisiana.
- b. That certain tract of land containing twenty-four arpents, more or less, bounded north by Alton Huval and Darmelle Calais, south by balance of property of Adele Guidry, east by Alton Huval and public road and west by property of Ledelle Dupuis. The southern boundary line of this tract being formed by a prolongation to the east of the south line of that tract of land belonging to Ledelle Dupuis which is situated west of this property. This being the same property acquired by Ledelle Dupuis from Adele Guidry by Act 71785, Book 138, Page 131, records of St. Martin Parish. **LESS AND EXCEPT THEREFROM:** That certain tract of land containing six acres, irregular in shape, sold out of the northern portion of Parcels A and B above by Ledelle Dupuis to Alton Huval by Act 104268, Book 334, Page 47, records of St. Martin Parish, Louisiana.

**SUBJECT TO:**

**IT IS UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT NO REQUEST WAS MADE BY EITHER PARTY HERETO FOR A TITLE ABSTRACT OR TITLE OPINION OF SUBJECT PROPERTIES FROM THE UNDERSIGNED NOTARY PUBLIC OR PREPARER OF THIS DOCUMENT AND NO FEES OR COSTS WERE CHARGED OR PAID THEREFOR THEREBY RELEASING AND/OR RELIEVING THE SAID PREPARER OF THIS INSTRUMENT AND THE UNDERSIGNED NOTARY PUBLIC FROM ANY AND ALL RESPONSIBILITY AND/OR DUTY THEREFROM.**

**FURTHER, IT IS UNDERSTOOD AND AGREED THAT THE PROPERTY DESCRIPTION HEREINABOVE WAS FURNISHED TO THE SAID PREPARER OF THIS INSTRUMENT BY THE PARTIES HERETO THEREBY RELEASING SAID PREPARER OF THIS INSTRUMENT AND/OR THE UNDERSIGNED NOTARY PUBLIC FROM ANY AND ALL RESPONSIBILITY AND/OR LIABILITY IN THE EVENT OF ANY DISCREPANCIES CONTAINED THEREIN OR ASSOCIATED THEREWITH.**

It is understood and agreed by and between the parties hereto that any and all city, parish and/or state property taxes for the current year 2009 covering subject property donated herein will be prorated by the parties as follows:

**DONOR  
DONEE**

**7/12ths; and,  
5/12ths.**

THUS DONE AND PASSED in the City of Lafayette in  
Parish of Lafayette, State of Louisiana, on the date first  
hereinabove written by the parties hereto in the presence of the  
undersigned Notary Public and two competent witnesses after reading of  
the whole by both parties hereto.

WITNESSES:

Richard K. Durio  
Printed Name: Richard K. Durio

LeDelle D. Dupuis, Jr.  
LEDELLE D. DUPUIS, JR.  
DONOR  
Aurélien L. L. Dupuis, Jr.  
Aurélien L. L. Dupuis, Jr. Agent

DELORES Anna Zimmer  
Printed Name: DELORES Anna Zimmer

Nellie Louise Dupuis Zimmerman  
NELLIE LOUISE DUPUIS ZIMMERMAN  
DONEE  
Aurélien L. L. Dupuis, Jr.  
Aurélien L. L. Dupuis, Jr. Agent

Joseph F. Durio  
NOTARY PUBLIC NUMBER: 18193

Printed Name of Notary Public: Joseph F. Durio

(SEAL)

My commission expires: at death



St. Martin Parish Recording Page

Becky P Patin  
CLERK OF COURT  
P.O. BOX 308  
St. Martinville, LA 70582  
(337) 394-2210

First VENDOR

ZIMMERMAN, NELLIE LOUIS DUPUIS

First VENDEE

AIR PRODUCTS AND CHEMICALS INC

Index Type :   Conveyance  
Type of Document : Right Of Way & Plat

Inst Number : 443846  
Book : 1586       Page : 396

Recording Pages :       10

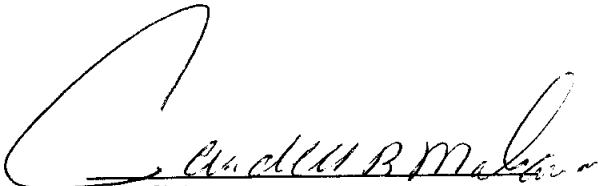
Recorded Information

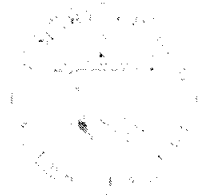
I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Martin Parish, Louisiana

On (Recorded Date) : 03/24/2011  
At (Recorded Time) : 11:16:15AM



Doc ID - 004450290010

  
Deputy Clerk



This agreement is made and entered into by and between Nellie Louise Dupuis Zimmerman, born Dupuis, a single widow of Aurelien Zimmerman, (“Grantor”, whether one or more), whose mailing address is, 204 Grimsby St., Lafayette, Louisiana 70501-3813, and AIR PRODUCTS AND CHEMICALS, INC, a Delaware corporation (“Grantee”), whose mailing address is 12600 Northborough Drive, Suite 196, Houston, Texas 77067.

- 24 arpents of land, more or less, situated in Section 63 and Section 35, T8S, R6E, St. Martin Parish, Louisiana as described in that certain Act of Donation dated January 17, 2009 from Ledelle D. Dupuis, Jr. to Nellie Louise Dupuis Zimmerman, recorded in Conveyance Book 1542, Page 672, Official Public Records, Clerk of Court, St. Martin Parish, Louisiana.**

2. This grant of rights and servitude includes the right of access to said pipeline and appurtenant facilities and the right of ingress and egress on, over, across and through Grantor's land, for any and all purposes convenient to the exercise by Grantee of the rights granted hereunder.
3. Grantor covenants that Grantor is the owner of the land, has a good and merchantable title thereto, and has the right, title and capacity to grant the rights and servitude hereby granted.
4. The servitude herein granted shall have a total permanent servitude width of fifteen (15') feet with the location of the centerline of said permanent servitude being shown and identified as "C/L Proposed 15' Pipeline Servitude" on [Exhibits "A" and "B"], attached hereto and made a part hereof. From time to time during construction and maintenance operations, Grantee shall have the right to use an additional sixty (60') feet in width for a total workspace servitude of seventy-five (75') feet in width, with the additional sixty (60') feet of width beyond the limits of the permanent servitude herein granted being apportioned on each side of said permanent servitude in such manner as Grantee may desire. The side line boundaries of said fifteen (15') foot wide permanent servitude and said sixty (60') foot wide additional workspace servitude shall be extended or shortened as the case may be to meet at angle points and to meet all of Grantor's

boundary lines. During initial construction only, Grantee shall have the right to use such additional temporary workspace as may be reasonably necessary in crossing creeks, canals, roads, railroads, pipelines and other obstructions.

5. The pipeline to be constructed under this grant shall be located at a depth of at least forty-eight (48") inches below the surface of the ground and at least sixty (60") inches below the bottom of all ditches and canals. However, Grantee shall have the right to install vents and markers above ground at various points, including without limitation at canal, ditch, highway, road, railroad, and fence crossings and at property lines as required by Grantee to support the pipeline operations and the governing State and Federal Regulations and Codes.
6. Grantee will restore the surface to its original contour and condition as nearly as practicable and will replace or rebuild any and all damaged parts of all roadways, utilities, drainage or irrigation systems occasioned by the construction, maintenance, or operation of said pipeline under and through the above described land.
7. Grantor retains the right to use the land, except as such use may hinder, conflict or unreasonably interfere with the exercise and enjoyment of the rights and servitude herein granted or to the extent that such use by Grantor may not be consistent with the safety of Grantee's facilities or the safety of persons or property on the surface of the servitude. Grantor's use shall be subject to the servitude herein granted unto Grantee. Grantor shall not construct nor permit to be constructed any structures, improvements, lakes, ponds, impounded water or obstructions, nor plant trees, drill, excavate or fill within the permanent servitude, without the express written prior consent of Grantee. Grantee shall, without any liability for damages, have the right from time to time to cut or remove all trees and overhanging limbs, undergrowth or other facilities or obstructions on or within the permanent servitude that, in its judgment, may injure, endanger or interfere with the exercise by Grantee of the rights and privileges herein granted.

It is expressly agreed that Grantor shall have the right to cross Grantee's pipeline servitude with a roadway (including related drainage), a parking lot, utility lines or other pipelines subject to the following conditions:

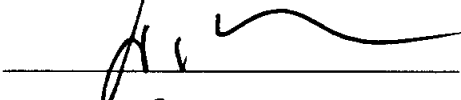
- A. Such additional facilities shall be constructed by Grantor in accordance with good industry practices in a manner that does not create a potentially unsafe condition nor interfere with Grantee's use of servitude;
  - B. Prior to the commencement of any such construction, Grantor shall (i) contact Grantee's Houston Real Estate Department at the address specified herein and (281) 874-2118 (or at such other address or phone no. as Grantee shall provide), (ii) submit in writing to Grantee for its review and written approval the construction plan details and an engineering evaluation of such plans, which approval shall not be unreasonably withheld or delayed, and (iii) afford Grantee a reasonable opportunity to evaluate the plans and to incorporate appropriate measures and safety precautions at Grantee's expense to protect the integrity of Grantee's pipeline; and
  - C. During construction of such facilities, Grantor shall notify Grantee of the schedule of activities and permit a representative of Grantee to be present.
- 
8. 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 to the extent arising out of or resulting from the negligence or willful misconduct of Grantee.
  9. Grantee agrees to pay Grantor (or Grantor's tenant(s), if applicable) for all normal and customary damages to growing crops, livestock, land, timber, canals, levee systems, private roadways, fencing or buildings or other property of Grantor (or Grantor's tenant(s), if applicable) to the extent caused by Grantee's exercise of any of the rights and privileges hereby granted; but after the pipeline has been laid, Grantee shall not thereafter

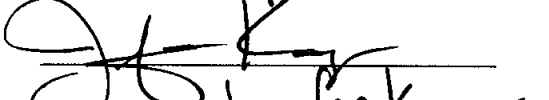
be liable for any damages resulting from trimming, moving or removing trees, brush or undergrowth from or within the permanent servitude (except for crop damages and aquaculture damages) and shall not be liable for any damage to property or improvements which are prohibited within the permanent servitude under the terms of this grant.

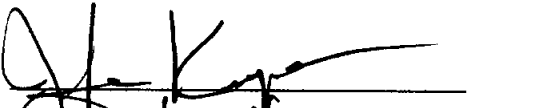
- 10. The consideration recited herein is accepted by Grantor in full payment, settlement and satisfaction for the rights and servitude (temporary and permanent), for all severance damages, and for all normal anticipated damages caused by Grantee's exercise of the rights herein granted upon the servitude, including without limitation its right to maintain the permanent servitude clear.
- 11. The ownership of the pipeline, component parts thereof, and all appurtenances thereto installed by Grantee within the servitude shall remain the property of Grantee at all times. Upon the termination of the use of the servitude, Grantee may elect to leave said pipeline, component parts thereof, and all appurtenances thereto, or any part thereof, in place or thereafter remove them, or any part thereof.
- 12. This agreement shall be binding upon the successors and assigns of the parties hereto. Grantee, its successors and assigns, are expressly given and granted the right to assign this agreement, or any interest herein, in whole or in part, and the same shall be divisible among two or more persons as to any rights created hereunder.
- 13. 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 join in the execution of this agreement. The failure of any party owning an interest in the land to sign this agreement shall not affect its validity as to those whose signatures appear on the original or any counterpart hereof.
- 14. TO HAVE AND TO HOLD said premises, together with the rights and appurtenances thereto, unto GRANTEE, its successors and assigns, forever, in accordance with the terms hereof. GRANTOR does hereby bind itself and its heirs, successors and assigns, to warrant and forever defend all and singular said premises unto GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

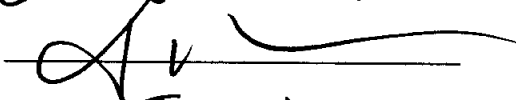
15<sup>TH</sup> IN WITNESS WHEREOF, this agreement is executed by the parties hereto as of the day of FEBRUARY, 20 11, said parties signing in the presence of the witnesses whose names appear opposite their respective signatures.

WITNESSES:

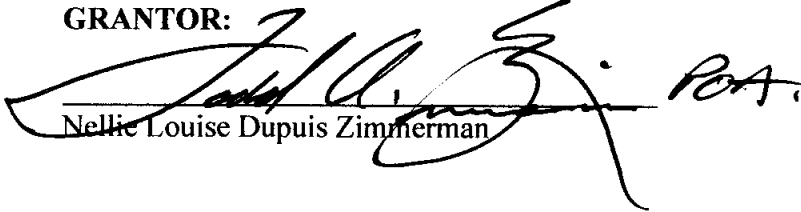
  
Print Name: Jeremy Haas

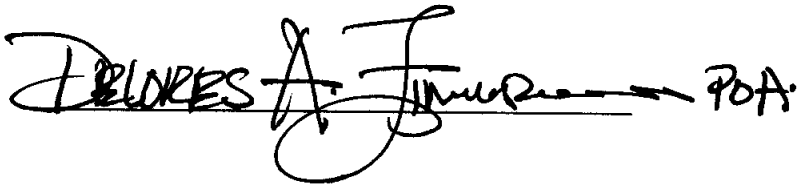
  
Print Name: Jennifer Kemzuro

  
Print Name: Jennifer Kemzuro

  
Print Name: Jeremy Haas

GRANTOR:

  
Nellie Louise Dupuis Zimmerman POA

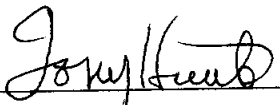
  
Delores A. Zimmerman POA

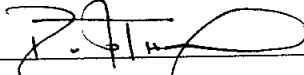
WITNESSES:

GRANTEE:

AIR PRODUCTS AND CHEMICALS, INC

  
Print Name: Thomas S. Houser

  
Print Name: Tony Huerta

By:   
Name: Rick J. Thibodeaux  
Title: Lead Real Estate Specialist

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

BE IT KNOWN, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared Nellie Louise Dupuis Zimmerman, to me known to be the identical person who executed the above and foregoing instrument, who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he executed the above and foregoing instrument of his own free will, as his own act and deed, for the uses, purposes and benefits therein expressed.

WITNESSES:

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_  
Nellie Louise Dupuis Zimmerman

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public,  
Notary/Bar No. \_\_\_\_\_

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

BE IT KNOWN, that on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared \_\_\_\_\_, to me known to be the identical person who executed the above and foregoing instrument, who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he executed the above and foregoing instrument of his own free will, as his own act and deed, for the uses, purposes and benefits therein expressed.

WITNESSES:

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public,  
Notary/Bar No. \_\_\_\_\_

STATE OF LOUISIANA

PARISH OF Calcasieu

BEFORE ME, the undersigned authority, duly commissioned and qualified within and for the State and Parish aforesaid, personally came and appeared Jeremy Hinds (Witness), who being by me duly sworn, deposed and said that he/she was one of the subscribing witnesses to the foregoing instrument; that the same was signed by Nellie Louise Dupuis Zimmerman, born Dupuis, a single widow of Aurelien Zimmerman, well known to said appearer to be the identical person(s) so executing the same as his/her/their own free will, act and deed for the uses, purposes, and considerations therein expressed in the presence of appearer and in the presence of the other subscribing witness.

IN WITNESS WHEREOF, the said appearer has executed this acknowledgment in my presence and in the presence of the undersigned competent witnesses, on this 19<sup>th</sup> day of FEBRUARY, 20 11.

WITNESSES:

Print Name: Stephanie A. Burnett-Newman

Print Name: Jeremy Hinds

(Witness)

Print Name: Robert B. MacIntosh

Stephanie A. Burnett-Newman  
ID# 66631  
Commission Expires Upon Death

Notary Public,

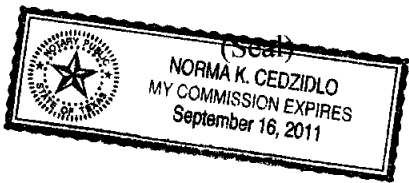
Notary/Bar No. \_\_\_\_\_

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this 1<sup>st</sup> day of March, 2011, personally appeared Rick J. Thibodeaux, the Lead Real Estate Specialist of **AIR PRODUCTS AND CHEMICALS, INC.**, a Delaware corporation, to me known to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the foregoing instrument in the capacities stated, as the act of said entity for the purposes and considerations therein expressed.

*Norma K. Cedzidlo*  
Notary Public in and for the State of Texas  
Print Name: Norma K. Cedzidlo  
Commission expires: Sept. 16, 2011

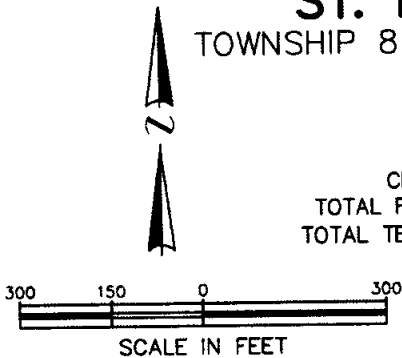


230701

After recording please return to:  
**Air Products – CLS Field Office**  
**751 Bayou Pines East Suite C**  
**Lake Charles, LA 70601**

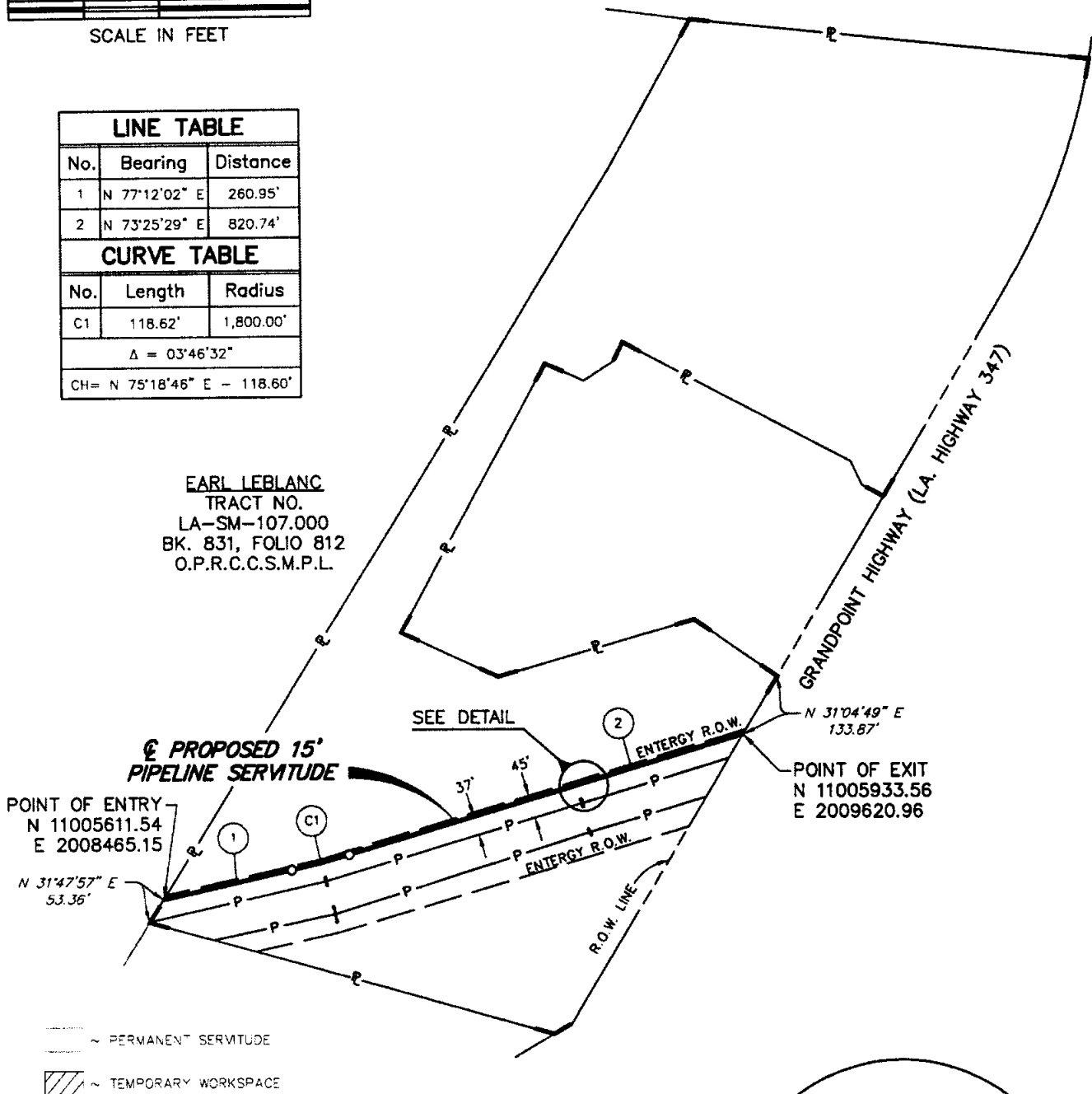


ST. MARTIN PARISH, LOUISIANA  
TOWNSHIP 8 SOUTH, RANGE 6 EAST, SECTIONS 63 & 35  
NELLIE LOUISE DUPUIS ZIMMERMAN  
TRACT NO. LA-SM-108.000  
24 ARPENTS  
BK. 1542, PG. 672 O.P.R.C.C.S.M.P.L.  
CENTERLINE IS 1,200.31 FEET OR 72.75 RODS LONG  
TOTAL PERMANENT SERVITUDE IS 18,011 SQ. FT. OR 0.41 ACRES  
TOTAL TEMPORARY WORKSPACE IS 30,025 SQ. FT. OR 0.69 ACRES



| LINE TABLE                  |               |           |
|-----------------------------|---------------|-----------|
| No.                         | Bearing       | Distance  |
| 1                           | N 77°12'02" E | 260.95'   |
| 2                           | N 73°25'29" E | 820.74'   |
| CURVE TABLE                 |               |           |
| No.                         | Length        | Radius    |
| C1                          | 118.62'       | 1,800.00' |
| Δ = 03°46'32"               |               |           |
| CH= N 75°18'46" E - 118.60' |               |           |

EARL LEBLANC  
TRACT NO.  
LA-SM-107.000  
BK. 831, FOLIO 812  
O.P.R.C.C.S.M.P.L.



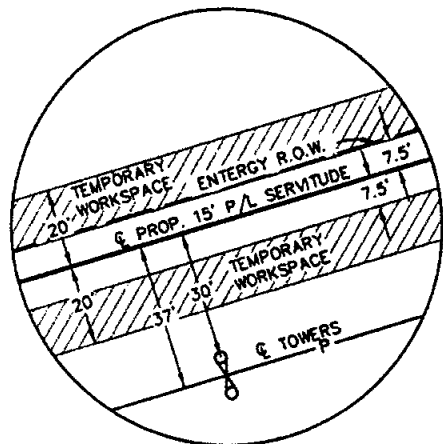
~ PERMANENT SERVITUDE  
~ TEMPORARY WORKSPACE

NOTES

- All bearings, distances and coordinates are referenced to the "Universal Transverse Mercator System", North Zone 15, North American Datum of 1983. The scale factor used was 0.99975957.
- A centerline description of even date was prepared by the surveyor in conjunction with this plat.

I, George E. Griffith, do hereby certify that this plat correctly represents a survey made on the ground this date under my supervision and that this plat accurately depicts the evidence as found by this survey.

George E. Griffith  
Louisiana P.L.S. No. 4893  
August 16, 2010



DETAIL  
N.T.S.

EXHIBIT "A" SHEET 1 OF 1

| REV | REVISION      | DATE    | DRAWN BY         | DATE    | AIR PRODUCTS & CHEMICALS, INC.                                                                                                                                    |                                                                                       |           |               |
|-----|---------------|---------|------------------|---------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|-----------|---------------|
|     |               |         | JMC              | 8/16/10 | <br>2900 N. Loop West, Suite 1000<br>Houston, Tx. 77092<br>Phone: 713-871-8787 |                                                                                       |           |               |
|     |               |         | CHECKED BY       | DATE    |                                                                                                                                                                   |                                                                                       |           |               |
|     |               |         | SGH              | 8/25/10 |                                                                                                                                                                   |                                                                                       |           |               |
|     |               |         | ENGR. APPD.      | DATE    |                                                                                                                                                                   |                                                                                       |           |               |
| 1   | ADDED ENTERGY | 11/4/10 | PROJ. MGR. APPD. | DATE    | ALIGN. DWG.                                                                                                                                                       | SCALE                                                                                 | PROJ. NO. | DWG. NO.      |
| 0   | ISSUED        | 9/01/10 |                  |         |                                                                                                                                                                   | 1"=300'                                                                               | APC-009   | LA-SM-108.000 |
|     |               |         |                  |         |                                                                                                                                                                   | ST. MARTIN PARISH, LOUISIANA                                                          |           |               |
|     |               |         |                  |         |                                                                                                                                                                   | PLAT OF THE CENTERLINE FOR A PIPELINE SERVITUDE ACROSS NELLIE LOUISE DUPUIS ZIMMERMAN |           |               |
|     |               |         |                  |         |                                                                                                                                                                   | REV. 1                                                                                |           |               |

Exhibit "B"  
Air Products & Chemicals, Inc.  
LA-SM-108.000  
St. Martin Parish, Louisiana

Being the centerline of a proposed pipeline servitude situated in St. Martin Parish, Louisiana being out of Sections 63 & 35, T 8 S, R 6 E located on a 24 arpent tract of land described in a deed to Nellie Louise Dupuis Zimmerman as recorded in Bk.1542, Pg. 672 O.P.R.C.C.S.M.P.L. and the said proposed servitude centerline being described by metes and bounds as follows to-wit:

BEGINNING N 31°47'57" E 53.36 feet from the southwest corner of the aforesaid Zimmerman 24 arpent tract of land being on the east boundary line of a tract of land described in a deed to Earl LeBlanc as recorded in Bk. 831, Folio 812 O.P.R.C.C.S.M.P.L. being the Point of Entry and having UTM, North Zone 15 coordinate values of N 11,005,611.54 and E 2,008,465.15;

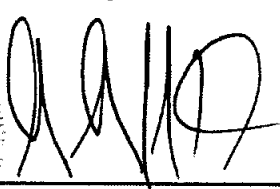
THENCE three (3) lines with the pipeline servitude as follows:

1. N 77°12'02" E at 260.95 feet the Point of Curvature;
2. Easterly with a 03°11'00" curve to the left having a radius of 1,800.00 feet, a chord bearing and distance of N 75°18'46" E, 118.60 feet at 118.62 feet the Point of Tangency;
3. N 73°25'29" E at 820.74 feet the east boundary line of said Zimmerman 24 arpent tract of land being on the west right of way line of Grandpoint Highway (LA. Highway 347) being the Point of Exit having UTM, North Zone 15 coordinate values of N 11,005,933.56 and E 2,009,620.96 from which an angle corner of same bears N 31°04'49" E 133.87 feet;

This centerline contains 72.75 rods, more or less.

NOTE: This legal description is the result of a survey made on the ground under my direct supervision. The subsequent mapping is the result of that survey made in conjunction with record title information as furnished by others and should not be construed to represent a boundary survey. The coordinates and bearings are in reference to UTM, North Zone 15, North American Datum of 1983 as derived from GPS observations and where applicable the deed calls are made for comparison to grid bearings.

DWG NO LA-SM-108.000 shown as Exhibit "A" was prepared in conjunction with this centerline description.

Babcock Eagleton, Inc.  
  
George E. Griffith  
LA PLS 4893  
August 16, 2010

Babcock Eagleton, Inc.  
2900 N Loop West, Suite 1000  
Houston, TX 77092  
713-871-8787

St. Martin Parish Recording Page

Becky P Patin  
CLERK OF COURT  
P.O. BOX 308  
St. Martinville, LA 70582  
(337) 394-2210

First VENDOR

ZIMMERMAN, NELLIE LOUISE DUPUIS SUCC OF

First VENDEE

ZIMMERMAN, HOWARD KEITH JUDE

Index Type : CONVEYANCE

Inst Number : 487207

Type of Document : JUDGMENT OF POSSESSION

Book : 1706

Page : 590

Recording Pages : 7

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Martin Parish, Louisiana

On (Recorded Date) : 05/05/2015

At (Recorded Time) : 11:11:46AM



*Candice Willy*  
Deputy Clerk



Doc ID - 006118920007

Do not Detach this Recording Page from Original Document

Lafayette Parish Recording Page

Louis J. Perret  
Clerk of Court  
P.O. Box 2009  
Lafayette, LA 70502-2009  
(337) 291-6400

First VENDOR

ZIMMERMAN, NELLIE LOUISE

First VENDEE

ZIMMERMAN, HOWARD KEITH JUDE

Index Type : CONVEYANCES

File Number : 2015-00016309

Type of Document : JUDGMENT OF POSSESSION

Recording Pages : 6

Recorded Information

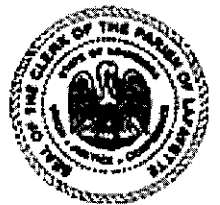
I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafayette Parish, Louisiana

  
Clerk of Court

On (Recorded Date) : 05/04/2015

At (Recorded Time) : 2:06:54PM

CLERK OF COURT  
LOUIS J. PERRET  
Parish of Lafayette  
I certify that this is a true copy of the attached  
document that was filed for registry and  
Recorded 05/04/2015 at 2:06:54  
File Number 2015-00016309



  
Deputy Clerk



Do not Detach this Recording Page from Original Document

**SUCCESSION : 15TH JUDICIAL DISTRICT COURT**  
**OF : PROBATE DOCKET NO. 2011-0700**  
**NELLIE LOUISE DUPUIS ZIMMERMAN : LAFAYETTE PARISH, LOUISIANA**  
.....  
**JUDGMENT OF POSSESSION**

Considering the joint petition of HOWARD KEITH JUDE ZIMMERMAN, and AURELIEN TODD ZIMMERMAN, Independent Co-Executors, Guy Brendon Zimmerman, individually and as Independent Administrator of the Succession of Dolores Anna Zimmerman, Mark Louis Zimmerman, Jake David Zimmerman and Lacie Nicole Zimmerman, seeking to be placed in possession of the Decedent's estate, the affidavits annexed, it appearing that no Louisiana State Inheritance taxes are due, and that no Inheritance Tax Return is required, pursuant to Louisiana C.C.P. Articles 2951 and 2953, and the law and evidence being in favor of petitioner:

IT IS ORDERED, ADJUDGED AND DECREED:

1.

That pursuant to Paragraph IV of Decedent's Last Will and Testament, **(1) Howard Keith Jude Zimmerman, (2) Guy Brendon Zimmerman, (3) Aurelien Todd Zimmerman, (4) Succession of Dolores Anna Zimmerman, (5) Jake David Zimmerman, (6) Lacie Nicole Zimmerman and (7) Mark Louis Zimmerman** they are hereby recognized as the owners and legatees of Decedent's estate.

2.

That pursuant to Paragraph IV and Paragraph III, Section 3.2 of Decedent's Last Will and Testament, herein Decedent's children and grandchildren, **(1) Howard Keith Jude Zimmerman, (2) Guy Brendon Zimmerman, (3) Aurelien Todd Zimmerman (4) Succession of Dolores Anna Zimmerman, (5) Jake David Zimmerman and (6) Lacie Nicole Zimmerman,** receive the St. Martin Parish Property described below.

3.

That pursuant to Paragraph IV and Paragraph III, Section 3.2 of Decedent's Last Will and Testament, herein Decedent's children, **(1) Howard Keith Jude Zimmerman, (2) Guy Brendon Zimmerman, (3) Aurelien Todd Zimmerman (4) Succession of Dolores Anna Zimmerman, and (5) Mark Louis Zimmerman** receive, in the proportion of an undivided one-sixth interest each, and **(6) Jake David Zimmerman and (7) Lacie Nicole Zimmerman** receive, in the proportion of

5CC

SUCCESSION : 15TH JUDICIAL DISTRICT COURT  
OF : PROBATE DOCKET NO. 2011-0700

NELLIE LOUISE DUPUIS ZIMMERMAN : LAFAYETTE PARISH, LOUISIANA  
.....  
an undivided one twelfth interest each the remainder of all of decedent's property described

below.

**IMMOVABLE PROPERTY** (St. Martin Parish Property) in proportions (1) Howard Keith Jude Zimmerman, undivided one fifth, (2) Guy Brendon Zimmerman, undivided one fifth, (3) Aurelien Todd Zimmerman, undivided one fifth, (4) Succession of Dolores Anna Zimmerman, undivided one fifth, (5) Jake David Zimmerman, undivided one tenth, and (6) Lacie Nicole Zimmerman, undivided one tenth.

**TRACT 1**

That certain tract of land situated in the eastern portion of Section 63 and partly in Section 35, T8S, Ward Five, **Parish of St. Martin**, Louisiana, containing forty-two (42.00) arpents, more or less, bounded north by property of Alton Huval, or assigns, south by property of Eugene E. Dupuis, or assigns in part and in part by property of heirs of Adele Guidry and Beauregard Dupuis, east by the public blacktop road and west by the property of Lena Dupuis or assigns; and being further described as composed of the following tracts of land, to-wit:

- a. The north half of a certain fifty arpent tract, formerly bounded north by Dermelle Calais (a.k.a. Darmelle Calais), south by public road, east by Beauregard Dupuis and west by Madame Pauline Latiolais, this being the twenty-five arpent tract acquired by Ledelle Dupuis in Act of Partition with his co-heirs, Act 41737, Book 85, Page 410, records of St. Martin Parish, Louisiana.
- b. That certain tract of land containing twenty-four arpents, more or less, bounded, now or formerly, north by Alton Huval and Dermelle Calais (a.k.a. Darmelle Calais), south by balance of property of Adele Guidry, east by Alton Huval and public road and west by property of Ledelle Dupuis. The Southern boundary line of this tract being formed by a prolongation to the east of the south line of that tract of land belonging to Ledelle Dupuis which is situated west of this property. This being the same property acquired by Ledelle Dupuis from Adele Guidry by Act 71785, Book 138, Page 131, records of St. Martin Parish.

LESS AND EXCEPT THEREFROM

- (a) That certain tract of land containing six acres, irregular in shape, sold out of the northern portion of Parcels A and B above by Ledelle Dupuis to Alton Huval by Act 104268, Book 334, Page 47, records of St. Martin Parish, Louisiana;
- (b) That certain tract of land transferred by Ledelle D. Dupuis, Jr. and Nellie Louise Dupuis Zimmerman to Mark Louis Zimmerman by Act recorded under entry number 286625, Book 1262, Page 667 of the records of the Clerk of Court of St. Martin Parish, Louisiana, containing One and 58/1000 (1.058) acres, more or less, irregular in shape, fronting on Louisiana Highway 347, the metes, bounds and dimensions of which are more particularly depicted in the Plat of Survey attached to said Act recorded under entry number 286625, Book 1262, Page 667 of the records of the Clerk of Court of St. Martin Parish, Louisiana; and
- ( c) That certain tract of land containing six (6) acres, more or less, sold by Ledelle D. Dupuis, Jr. and Nellie Louise Dupuis Zimmerman to Allison G. Enterprise, L.L.C. by Cash Sale recorded under entry number 338,009 of the records of the Clerk of Court of St. Martin Parish, Louisiana, the metes, bounds and dimensions of which are more particularly depicted in the Plat of Survey attached to said Cash Sale recorded under entry number 338,009 of the records of the Clerk of Court of St. Martin Parish, Louisiana.

Said property is subject to all reservations, easements, servitudes, rights of way and restrictions affecting same and on record with the Office of the Clerk of Court in and for the Parish of St. Martin, Louisiana. Being a portion of the same property acquired by Nellie Louise Dupuis Zimmerman by Judgment of Possession and Act of Donation recorded under Entry Nos. 120018 and 426842, respectively, of the Clerk of Court's Office in and for the Parish of St. Martin, Louisiana.

SUCCESSION : 15TH JUDICIAL DISTRICT COURT  
OF : PROBATE DOCKET NO. 2011-0700  
NELLIE LOUISE DUPUIS ZIMMERMAN : LAFAYETTE PARISH, LOUISIANA  
.....

**REMAINDER OF PROPERTY** in proportions (1) Howard Keith Jude Zimmerman, undivided one sixth, (2) Guy Brendon Zimmerman, undivided one sixth, (3) Aurelien Todd Zimmerman undivided one sixth, (4) Succession of Dolores Anna Zimmerman, undivided one sixth, (5) Mark Louis Zimmerman, undivided one sixth, (6) Jake David Zimmerman, undivided one twelfth, and (7) Lacie Nicole Zimmerman, undivided one twelfth.

**Tract 2**

An undivided two-thirds (2/3) interest in those six (6) certain lots of Ground, situated in the Golf Course Addition to the City of Lafayette, Louisiana being known and as Lots 279, 279-A, 280, 280-A, 281 and 281-A of said Addition said Lots being contiguous and together measure 75 feet front on Oklahoma Street by a depth between lines of 110, and together are bounded North by Lots 282 and 282-A, South by Lots 278 and 278-A, East by property of W. T. Webb, or assigns, and West by Oklahoma Street. Said property being the property acquired by Aurelien Zimmerman by Act 315403 of the records of Lafayette Parish, Louisiana.

Said property is subject to all reservations, easements, servitudes, rights of way and restrictions affecting same and on record with the Office of the Clerk of Court in and for the Parish of Lafayette, Louisiana.

Said property is subject to all reservations, easements, servitudes, rights of way and restrictions affecting same and on record with the Office of the Clerk of Court in and for the Parish of Lafayette, Louisiana.

**Tract 3**

Parcel A. An undivided two-thirds (2/3) interest in those certain lots of land located in the City of Lafayette, Lafayette Parish, Louisiana, known and designated as Lots 1, 2, 3 and 7, Block 5, Veazey Addition of said City and Parish, together with all buildings and thereon, bounded on North by Carmel Avenue (Breaux Bridge Avenue), the South by Lot 4 of said Addition, the East by Verdun Street, and the West by Lots 9, 10 and 11 of said Addition, being the same property acquired by Aurelien Zimmerman by Act No. 77-007622 of the records of Lafayette Parish, Louisiana; and bearing address, 102 Carmel Avenue, Lafayette Louisiana.

**Tract 4**

Parcel B. An undivided two-thirds (2/3) interest in that certain tract or parcel of land, with all improvements, known as designated as Lot No. 4 of Block 5 of Veazey Addition to the of Lafayette, having such dimensions and boundaries as are shown on the of survey of said Veazey Addition on file in the Office of the Clerk of Court of Lafayette Parish under Entry No. 61727.

Said property is subject to all reservations easements, servitudes, rights of way and restrictions same and on record with the Office of Clerk of Court in and for the Parish of Lafayette, Louisiana.

Being the same property acquired by the Decedent by Sale, by Cash Sale and by Judgment of Possession recorded under Entry Nos. 77-7622, 77 16654 and 82-247, respectively of the Clerk of Court's Office in and for the Parish of Lafayette, Louisiana.

**MOVABLE PROPERTY**

Interest bearing checking account number 730046211 with MidSouth Bank, N .A., Lafayette, Louisiana, in the name of Nellie D. Zimmerman, including accrued interest of \$1.03.

SUCCESSION : 15TH JUDICIAL DISTRICT COURT  
OF : PROBATE DOCKET NO. 2011-0700

NELLIE LOUISE DUPUIS ZIMMERMAN : LAFAYETTE PARISH, LOUISIANA  
: :  
Checking account number 12102327108 with Iberia Bank, Lafayette, Louisiana, in the name of  
Nellie D. Zimmerman, Todd Zimmerman, Agent, including accrued interest of \$2.98.

Priority investment account number 12102327116 with Iberia Bank, Lafayette  
Louisiana, in the name of Nellie D. Zimmerman, Todd Zimmerman, Agent, including accrued  
interest of \$0.44.

Checking account number 151270 with Farmers Merchants Bank & Trust Company, Breaux  
Bridge, Louisiana, in the name of Dolores Zimmerman or Todd A. Zimmerman, Special  
Account.

One (1) miscellaneous lot of household furniture, furnishings, decorations, appliances,  
household effects, jewelry, personal items, and other corporeal movable property contained in  
the home of the Decedent at the time of her death.

One (1) 2005 Honda Accord bearing Vehicle Identification Number 1HGCM56885A011956.

Accounting owed from naked owners of property previously belonging to Aurelien Zimmerman.

Loan receivable from Zim's Alinement Service, Inc.

Proceeds from Life Insurance Policy #210084121T issued by Conseco Life Insurance Company  
insuring the life of Ledelle Dupuis, Jr., who died on June 17, 2009.

Stock in Zim's Alinement, Inc., 34 2/3% percent of 1,000 shares of no par value common stock

4.

That any and all accountings be waived in the Decedent's estate;

5.

That subject to Louisiana C.C.P. Article 2951 and 2953, no Inheritance Tax Return is  
required.

6.

That Howard Keith Jude Zimmerman and Aurelien Todd Zimmerman be relieved of their  
duties and discharged as Independent Co-Executors herein and that no accounting be required.

7.

In accordance with La. C.C.P. Art. 3061 the last known address of the first petitioner  
herein, Howard Keith Jude Zimmerman, is 100 Carmen Street, Lafayette, Louisiana 70507.

8.

That the executor fee due Independent Co-Executors is hereby approved.

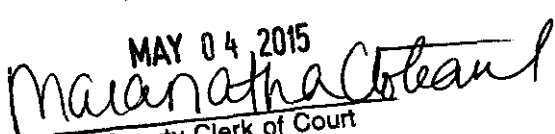


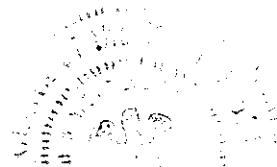
SUCCESSION : 15TH JUDICIAL DISTRICT COURT  
OF : PROBATE DOCKET NO. 2011-0700  
NELLIE LOUISE DUPUIS ZIMMERMAN : LAFAYETTE PARISH, LOUISIANA  
.....  
9.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all banks, bankers, trustees of any trusts in which the decedent has any beneficial interest as to income or principal, building and loan associations, investment companies, or any persons, firms, corporations or partnerships having on deposit or in their possession or control any monies, stocks, dividends, credits, goods, bonds, notes, United States Treasury Notes, United States Treasury Bonds, or other things or rights of value, for and in the name of the decedent, **Nellie Louise Dupuis Zimmerman**, are hereby empowered, directed and ordered to deliver and transfer such monies, stocks, dividends, credits, goods, bonds, notes, United States Treasury Notes, United States Treasury Bonds, or other things or rights of value which form a part of the estate of the decedent, **Nellie Louise Dupuis Zimmerman**, as hereinabove set forth, to the heirs of the decedent as provided herein.

JUDGMENT READ, RENDERED AND SIGNED in Chambers at Lafayette, Louisiana,  
this 4 day of May, 2015.

  
\_\_\_\_\_  
JUDGE, 15<sup>th</sup> Judicial District Court

Lafayette Parish Clerk of Court  
Filed This Day  
MAY 04 2015  
  
\_\_\_\_\_  
Deputy Clerk of Court

  
A TRUE COPY ATTEST  
Lafayette, La. 5-4-15  
  
\_\_\_\_\_  
CLERK OF COURT

St. Martin Parish Recording Page

Becky P Patin  
CLERK OF COURT  
P.O. BOX 308  
St. Martinville, LA 70582  
(337) 394-2210

First VENDOR

ZIMMERMAN, MARK LOUIS

First VENDEE

ZIMMERMAN, PAMELA MARIE VINCENT

Index Type : CONVEYANCE

Inst Number : 487208

Type of Document : DONATION

Book : 1706      Page : 597

Recording Pages : 4

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Martin Parish, Louisiana

On (Recorded Date) : 05/05/2015

At (Recorded Time) : 11:13:57AM



*Candice Willy*  
Deputy Clerk



Doc ID - 006118930004

STATE OF TEXAS  
COUNTY OF HARRIS

### ACT OF DONATION

BE IT KNOWN, that on the 24<sup>th</sup> day of April, 2015, before me, the undersigned, a Notary Public, duly commissioned and qualified in and for the aforementioned state and county, and in the presence of the witnesses hereinafter named and undersigned:

#### PERSONALLY CAME AND APPEARED:

**Mark Louis Zimmerman**, a single man of the full age of majority, domiciled in the Harris County, Texas, whose Tax Identification Number is XXX-XX-2583, whose present mailing address is 2125 Yale St. #518, Houston, TX 77008; hereinafter referred to as "DONOR",

and

**Pamela Marie Vincent Zimmerman**, whose Tax Identification Number is XXX-XX-4482, widow of David Brian Zimmerman, domiciled in Lafayette Parish, whose present mailing address is 200 Tuscany Valley Drive, Lafayette, LA 70506; hereinafter referred to as "DONEE",

who, after being duly sworn by me, declared that in consideration of the affection which DONOR has and bears for DONEE, DONOR does by these presents irrevocably give, grant and donate, inter vivos unto the said DONEE the following described property:

#### 1.1905% undivided interest:

That certain tract of land situated in the eastern portion of Section 63 and partly in Section 35, T8S, Ward Five, Parish of St. Martin, Louisiana, containing forty-two (42.00) arpents, more or less, bounded north by property of Alton Huval, or assigns, south by property of Eugene E. Dupuis, or assigns in part and in part by property of heirs of Adele Guidry and Beauregard Dupuis, east by the public blacktop road and west by the property of Lena Dupuis or assigns; and being further described as composed of the following tracts of land, to-wit:

a. The north half of a certain fifty arpent tract, formerly bounded north by Dermelle Calais (a.k.a. Darmelle Calais), south by public road, east by Beauregard Dupuis and west by Madame Pauline Latiolais, this being the twenty-five arpent tract acquired by Ledelle Dupuis in Act of Partition with his co-heirs, Act 41737, Book 85, Page 410, records of St. Martin Parish, Louisiana.

b. That certain tract of land containing twenty-four arpents, more or less, bounded, now or formerly, north by Alton Huval and Dermelle Calais (a.k.a. Darmelle Calais), south by balance of property of Adele Guidry, east by Alton Huval and public road and west by property of Ledelle Dupuis. The Southern boundary line of this tract being formed by a prolongation to the east of the south line of that tract of land belonging to Ledelle Dupuis which is situated west of this property. This being the same property acquired by Ledelle Dupuis from Adele Guidry by Act 71785, Book 138, Page 131, records of St. Martin Parish.

#### LESS AND EXCEPT THERE FROM

(a) That certain tract of land containing six acres, irregular in shape, sold out of the northern portion of Parcels A and B above by Ledelle Dupuis to Alton Huval by Act 104268, Book 334, Page 47, records of St. Martin Parish, Louisiana;

(b) That certain tract of land transferred by Ledelle D. Dupuis, Jr. and Nellie Louise Dupuis Zimmerman to Mark Louis Zimmerman by Act recorded under entry number 286625, Book 1262, Page 667 of the records of the Clerk of Court of St. Martin Parish, Louisiana, containing One and 58/1000 (1.058) acres, more or less, irregular in shape, fronting on Louisiana Highway 347, the metes, bounds and dimensions of which are more particularly depicted in the Plat of Survey attached to said Act recorded under entry number 286625, Book 1262, Page 667 of the records of the Clerk of Court of St.

Martin Parish, Louisiana; and

(c) That certain tract of land containing six (6) acres, more or less, sold by Ledelle D. Dupuis, Jr. and Nellie Louise Dupuis Zimmerman to Allison G. Enterprise, L.L.C. by Cash Sale recorded under entry number 338,009 of the records of the Clerk of Court of St. Martin Parish, Louisiana, the metes, bounds and dimensions of which are more particularly depicted in the Plat of Survey attached to said Cash Sale recorded under entry number 338,009 of the records of the Clerk of Court of St. Martin Parish, Louisiana.

Said property is subject to all reservations, easements, servitudes, rights of way and restrictions affecting same and on record with the Office of the Clerk of Court in and for the Parish of St. Martin, Louisiana.

Being a portion of the same property acquired by Nellie Louise Dupuis Zimmerman by Judgment of Possession and Act of Donation recorded under Entry Nos. 120018 and 426842, respectively, of the Clerk of Court's Office in and for the Parish of St. Martin, Louisiana.

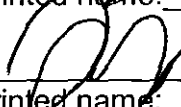
DONOR declares that it is her intention to make a donation inter vivos to DONEE. The property donated herein shall be the separate property of DONEE. DONEE appears herein and accepts this donation in accordance with the terms hereof and acknowledges gratitude therefor.

THUS DONE AND SIGNED at Lafayette, Louisiana,  
on the day and date first above mentioned, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after due reading of the whole.

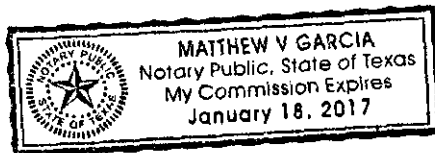
WITNESSES:

  
Printed name: Michael J. Tach

  
Mark Louis Zimmerman

  
Printed name: DANIEL ORFUÑO

  
NOTARY PUBLIC  
Print Name: Matthew V. Garcia  
Notary ID#: 483113



STATE OF LOUISIANA  
PARISH OF LAFAYETTE

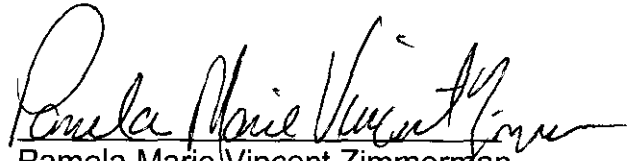
ACCEPTANCE BY DONEE

I, Pamela Marie Vincent Zimmerman, DONEE, accept this donation in accordance with the terms hereof and acknowledge gratitude therefor.

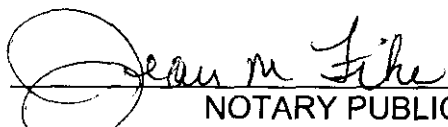
THUS DONE AND SIGNED at Lafayette, Louisiana, on this 15<sup>th</sup> day of April, 2015, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after due reading of the whole.

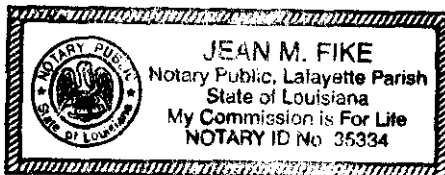
WITNESSES:

  
Printed name: Marise Hebert

  
Pamela Marie Vincent Zimmerman

  
Printed name: Wm F Henderson

  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
Notary ID#: \_\_\_\_\_



St. Martin Parish Recording Page

Becky P Patin  
CLERK OF COURT  
P.O. BOX 308  
St. Martinville, LA 70582  
(337) 394-2210

First VENDOR

ZIMMERMAN, LACIE NICOLE

First VENDEE

ZIMMERMAN, PAMELA MARIE VINCENT

Index Type : CONVEYANCE

Inst Number : 487209

Type of Document : DONATION

Book : 1706

Page : 601

Recording Pages : 4

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Martin Parish, Louisiana

On (Recorded Date) : 05/05/2015

At (Recorded Time) : 11:14:56AM



Doc ID - 006118940004

*Candice Wilby*  
Deputy Clerk



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STATE OF LOUISIANA  
PARISH OF LAFAYETTE

**ACT OF DONATION**

BE IT KNOWN, that on the 15<sup>th</sup> day of April, 2015, before me, the undersigned, a Notary Public, duly commissioned and qualified in and for the aforementioned state and parish, and in the presence of the witnesses hereinafter named and undersigned:

**PERSONALLY CAME AND APPEARED:**

**Lacie Nicole Zimmerman**, Tax Identification Number, XXX-XX-4569, a single woman, domiciled in Lafayette Parish, Louisiana, whose mailing address is 200 Tuscany Valley, Lafayette, LA 70506; hereinafter referred to as "DONOR",

and

**Pamela Marie Vincent Zimmerman**, whose Tax Identification Number is XXX-XX-4482, widow of David Brian Zimmerman, domiciled in Lafayette Parish, whose present mailing address is 200 Tuscany Valley Drive, Lafayette, LA 70506; hereinafter referred to as "DONEE",

who, after being duly sworn by me, declared that in consideration of the affection which DONOR has and bears for DONEE, DONOR does by these presents irrevocably give, grant and donate, inter vivos unto the said DONEE the following described property:

**.5952%** undivided interest:

That certain tract of land situated in the eastern portion of Section 63 and partly in Section 35, T8S, Ward Five, Parish of St. Martin, Louisiana, containing forty-two (42.00) arpents, more or less, bounded north by property of Alton Huval, or assigns, south by property of Eugene E. Dupuis, or assigns in part and in part by property of heirs of Adele Guidry and Beauregard Dupuis, east by the public blacktop road and west by the property of Lena Dupuis or assigns; and being further described as composed of the following tracts of land, to-wit:

a. The north half of a certain fifty arpent tract, formerly bounded north by Dermelle Calais (a.k.a. Darmelle Calais), south by public road, east by Beauregard Dupuis and west by Madame Pauline Latiolais, this being the twenty-five arpent tract acquired by Ledelle Dupuis in Act of Partition with his co-heirs, Act 41737, Book 85, Page 410, records of St. Martin Parish, Louisiana.

b. That certain tract of land containing twenty-four arpents, more or less, bounded, now or formerly, north by Alton Huval and Dermelle Calais (a.k.a. Darmelle Calais), south by balance of property of Adele Guidry, east by Alton Huval and public road and west by property of Ledelle Dupuis. The Southern boundary line of this tract being formed by a prolongation to the east of the south line of that tract of land belonging to Ledelle Dupuis which is situated west of this property. This being the same property acquired by Ledelle Dupuis from Adele Guidry by Act 71785, Book 138, Page 131, records of St. Martin Parish.

**LESS AND EXCEPT THERE FROM**

(a) That certain tract of land containing six acres, irregular in shape, sold out of the northern portion of Parcels A and B above by Ledelle Dupuis to Alton Huval by Act 104268, Book 334, Page 47, records of St. Martin Parish, Louisiana;

(b) That certain tract of land transferred by Ledelle D. Dupuis, Jr. and Nellie Louise Dupuis Zimmerman to Mark Louis Zimmerman by Act recorded under entry number 286625, Book 1262, Page 667 of the records of the Clerk of Court of St. Martin Parish, Louisiana, containing One and 58/1000 (1.058) acres, more or less, irregular in shape, fronting on Louisiana Highway 347, the metes, bounds and dimensions of which are more particularly depicted in the Plat of Survey attached to said Act recorded under entry number 286625, Book 1262, Page 667 of the records of the Clerk of Court of St. Martin Parish, Louisiana; and

(c) That certain tract of land containing six (6) acres, more or less, sold by Ledelle D. Dupuis, Jr. and Nellie Louise Dupuis Zimmerman to Allison G. Enterprise, L.L.C. by

Cash Sale recorded under entry number 338,009 of the records of the Clerk of Court of St. Martin Parish, Louisiana, the metes, bounds and dimensions of which are more particularly depicted in the Plat of Survey attached to said Cash Sale recorded under entry number 338,009 of the records of the Clerk of Court of St. Martin Parish, Louisiana.

Said property is subject to all reservations, easements, servitudes, rights of way and restrictions affecting same and on record with the Office of the Clerk of Court in and for the Parish of St. Martin, Louisiana.

Being a portion of the same property acquired by Nellie Louise Dupuis Zimmerman by Judgment of Possession and Act of Donation recorded under Entry Nos. 120018 and 426842, respectively, of the Clerk of Court's Office in and for the Parish of St. Martin, Louisiana.

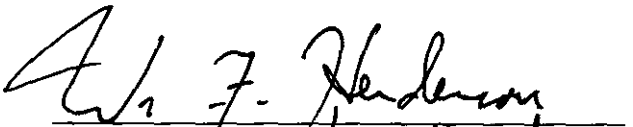
DONOR declares that it is her intention to make a donation inter vivos to DONEE. The property donated herein shall be the separate property of DONEE. DONEE appears herein and accepts this donation in accordance with the terms hereof and acknowledges gratitude therefor.

THUS DONE AND SIGNED at Lafayette, Louisiana, on the day and date first above mentioned, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after due reading of the whole.

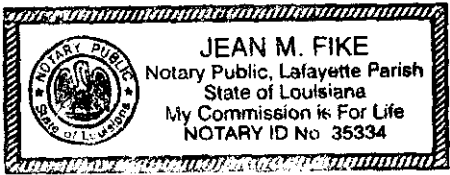
WITNESSES:

  
Printed name: Marie Hebert

  
Lacie Nicole Zimmerman

  
Printed name: W. F. Henderson

  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
Notary ID#: \_\_\_\_\_





STATE OF LOUISIANA  
PARISH OF LAFAYETTE

**ACCEPTANCE BY DONEE**

I, Pamela Marie Vincent Zimmerman, DONEE, accept this donation in accordance with the terms hereof and acknowledge gratitude therefor.

THUS DONE AND SIGNED at Lafayette, Louisiana, on this 15<sup>th</sup> day of April, 2015, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after due reading of the whole.

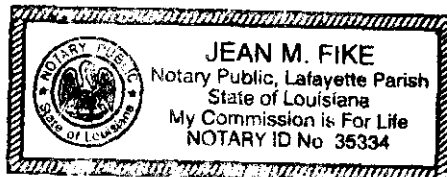
WITNESSES:

*Marise Hebert*  
Printed name: Marise Hebert

*Pamela Marie Vincent Zimmerman*  
Pamela Marie Vincent Zimmerman

*Wm. F. Henderson*  
Printed name: Wm. F. Henderson

*Jean M. Fike*  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
Notary ID#: \_\_\_\_\_



St. Martin Parish Recording Page

Becky P Patin  
CLERK OF COURT  
P.O. BOX 308  
St. Martinville, LA 70582  
(337) 394-2210

First VENDOR

ZIMMERMAN, AURELIEN TODD

First VENDEE

ZIMMERMAN, PAMELA MARIE VINCENT

Index Type : CONVEYANCE  
Type of Document : DONATION  
Recording Pages : 4

Inst Number : 487210  
Book : 1706      Page : 605

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Martin Parish, Louisiana

On (Recorded Date) : 05/05/2015  
At (Recorded Time) : 11:15:49AM



Doc ID - 006118950004

*Candice Wilty*  
Deputy Clerk



STATE OF LOUISIANA  
PARISH OF LAFAYETTE

**ACT OF DONATION**

BE IT KNOWN, that on the 15<sup>th</sup> day of April, 2015, before me, the undersigned, a Notary Public, duly commissioned and qualified in and for the aforementioned state and parish, and in the presence of the witnesses hereinafter named and undersigned:

**PERSONALLY CAME AND APPEARED:**

**Aurelien Todd Zimmerman**, Tax Identification Number, xxx-xx-2081, a single man, domiciled in Lafayette Parish, whose mailing address is 1301 St. Johns St. #201, Lafayette, LA 70506; hereinafter referred to as "DONOR",

and

**Pamela Marie Vincent Zimmerman**, whose Tax Identification Number is XXX-XX-4482, widow of David Brian Zimmerman, domiciled in Lafayette Parish, whose present mailing address is 200 Tuscan Valley Drive, Lafayette, LA 70506; hereinafter referred to as "DONEE",

who, after being duly sworn by me, declared that in consideration of the affection which DONOR has and bears for DONEE, DONOR does by these presents irrevocably give, grant and donate, inter vivos unto the said DONEE the following described property:

**1.1905%** undivided interest:

That certain tract of land situated in the eastern portion of Section 63 and partly in Section 35, T8S, Ward Five, Parish of St. Martin, Louisiana, containing forty-two (42.00) arpents, more or less, bounded north by property of Alton Huval, or assigns, south by property of Eugene E. Dupuis, or assigns in part and in part by property of heirs of Adele Guidry and Beauregard Dupuis, east by the public blacktop road and west by the property of Lena Dupuis or assigns; and being further described as composed of the following tracts of land, to-wit:

- a. The north half of a certain fifty arpent tract, formerly bounded north by Dermelle Calais (a.k.a. Darmelle Calais), south by public road, east by Beauregard Dupuis and west by Madame Pauline Latiolais, this being the twenty-five arpent tract acquired by Ledelle Dupuis in Act of Partition with his co-heirs, Act 41737, Book 85, Page 410, records of St. Martin Parish, Louisiana.
- b. That certain tract of land containing twenty-four arpents, more or less, bounded, now or formerly, north by Alton Huval and Dermelle Calais (a.k.a. Darmelle Calais), south by balance of property of Adele Guidry, east by Alton Huval and public road and west by property of Ledelle Dupuis. The Southern boundary line of this tract being formed by a prolongation to the east of the south line of that tract of land belonging to Ledelle Dupuis which is situated west of this property. This being the same property acquired by Ledelle Dupuis from Adele Guidry by Act 71785, Book 138, Page 131, records of St. Martin Parish.

**LESS AND EXCEPT THERE FROM**

- (a) That certain tract of land containing six acres, irregular in shape, sold out of the northern portion of Parcels A and B above by Ledelle Dupuis to Alton Huval by Act 104268, Book 334, Page 47, records of St. Martin Parish, Louisiana;
- (b) That certain tract of land transferred by Ledelle D. Dupuis, Jr. and Nellie Louise Dupuis Zimmerman to Mark Louis Zimmerman by Act recorded under entry number 286625, Book 1262, Page 667 of the records of the Clerk of Court of St. Martin Parish, Louisiana, containing One and 58/1000 (1.058) acres, more or less, irregular in shape, fronting on Louisiana Highway 347, the metes, bounds and dimensions of which are more particularly depicted in the Plat of Survey attached to said Act recorded under entry number 286625, Book 1262, Page 667 of the records of the Clerk of Court of St. Martin Parish, Louisiana; and
- (c) That certain tract of land containing six (6) acres, more or less, sold by Ledelle D.

Dupuis, Jr. and Nellie Louise Dupuis Zimmerman to Allison G. Enterprise, L.L.C. by Cash Sale recorded under entry number 338,009 of the records of the Clerk of Court of St. Martin Parish, Louisiana, the metes, bounds and dimensions of which are more particularly depicted in the Plat of Survey attached to said Cash Sale recorded under entry number 338,009 of the records of the Clerk of Court of St. Martin Parish, Louisiana.

Said property is subject to all reservations, easements, servitudes, rights of way and restrictions affecting same and on record with the Office of the Clerk of Court in and for the Parish of St. Martin, Louisiana.

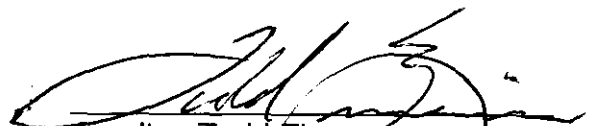
Being a portion of the same property acquired by Nellie Louise Dupuis Zimmerman by Judgment of Possession and Act of Donation recorded under Entry Nos. 120018 and 426842, respectively, of the Clerk of Court's Office in and for the Parish of St. Martin, Louisiana.

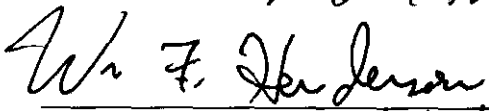
DONOR declares that it is her intention to make a donation inter vivos to DONEE. The property donated herein shall be the separate property of DONEE. DONEE appears herein and accepts this donation in accordance with the terms hereof and acknowledges gratitude therefor.

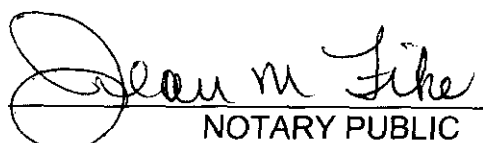
THUS DONE AND SIGNED at Lafayette, Louisiana, on the day and date first above mentioned, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after due reading of the whole.

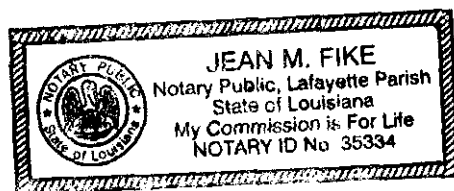
WITNESSES:

  
Printed name: Manse Hebert

  
Aurelien Todd Zimmerman

  
Printed name: Wm F. Henderson

  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
Notary ID#: \_\_\_\_\_



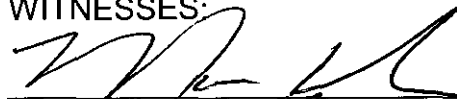
STATE OF LOUISIANA  
PARISH OF LAFAYETTE

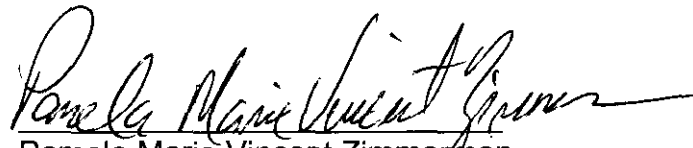
ACCEPTANCE BY DONEE

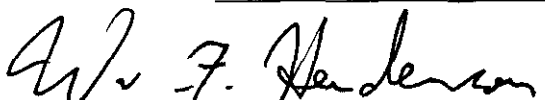
I, Pamela Marie Vincent Zimmerman, DONEE, accept this donation in accordance with the terms hereof and acknowledge gratitude therefor.

THUS DONE AND SIGNED at Lafayette, Louisiana, on this 15<sup>th</sup> day of April, 2015, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after due reading of the whole.

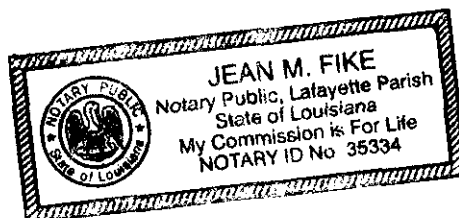
WITNESSES:

  
Printed name: Monice Hebert

  
Pamela Marie Vincent Zimmerman

  
Printed name: Wm. F. Henderson

  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
Notary ID#: \_\_\_\_\_



St. Martin Parish Recording Page

Becky P Patin  
CLERK OF COURT  
P.O. BOX 308  
St. Martinville, LA 70582  
(337) 394-2210

First VENDOR

ZIMMERMAN, HOWARD KEITH

First VENDEE

ZIMMERMAN, PAMELA MARIE VINCENT

Index Type : CONVEYANCE

Inst Number : 487211

Type of Document : DONATION

Book : 1706      Page : 609

Recording Pages : 4

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Martin Parish, Louisiana

On (Recorded Date) : 05/05/2015

At (Recorded Time) : 11:16:40AM



Doc ID - 006118960004

*Candice Wilty*  
Deputy Clerk



Do not Detach this Recording Page from Original Document

STATE OF LOUISIANA  
PARISH OF LAFAYETTE

**ACT OF DONATION**

BE IT KNOWN, that on the 15<sup>th</sup> day of April, 2015, before me, the undersigned, a Notary Public, duly commissioned and qualified in and for the aforementioned state and parish, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

**Howard Keith Zimmerman**, Tax Identification Number, xxx-xx-5686, widower of Juliana Jolet Zimmerman, domiciled in Lafayette Parish, whose mailing address is 100 Carmen St., Lafayette, LA 70507; hereinafter referred to as "DONOR",

and

**Pamela Marie Vincent Zimmerman**, whose Tax Identification Number is XXX-XX-4482, widow of David Brian Zimmerman, domiciled in Lafayette Parish, whose present mailing address is 200 Tuscany Valley Drive, Lafayette, LA 70506; hereinafter referred to as "DONEE",

who, after being duly sworn by me, declared that in consideration of the affection which DONOR has and bears for DONEE, DONOR does by these presents irrevocably give, grant and donate, inter vivos unto the said DONEE the following described property:

**1.1905%** undivided interest:

That certain tract of land situated in the eastern portion of Section 63 and partly in Section 35, T8S, Ward Five, Parish of St. Martin, Louisiana, containing forty-two (42.00) arpents, more or less, bounded north by property of Alton Huval, or assigns, south by property of Eugene E. Dupuis, or assigns in part and in part by property of heirs of Adele Guidry and Beauregard Dupuis, east by the public blacktop road and west by the property of Lena Dupuis or assigns; and being further described as composed of the following tracts of land, to-wit:

a. The north half of a certain fifty arpent tract, formerly bounded north by Dermelle Calais (a.k.a. Darmelle Calais), south by public road, east by Beauregard Dupuis and west by Madame Pauline Latiolais, this being the twenty-five arpent tract acquired by Ledelle Dupuis in Act of Partition with his co-heirs, Act 41737, Book 85, Page 410, records of St. Martin Parish, Louisiana.

b. That certain tract of land containing twenty-four arpents, more or less, bounded, now or formerly, north by Alton Huval and Dermelle Calais (a.k.a. Darmelle Calais), south by balance of property of Adele Guidry, east by Alton Huval and public road and west by property of Ledelle Dupuis. The Southern boundary line of this tract being formed by a prolongation to the east of the south line of that tract of land belonging to Ledelle Dupuis which is situated west of this property. This being the same property acquired by Ledelle Dupuis from Adele Guidry by Act 71785, Book 138, Page 131, records of St. Martin Parish.

**LESS AND EXCEPT THERE FROM**

(a) That certain tract of land containing six acres, irregular in shape, sold out of the northern portion of Parcels A and B above by Ledelle Dupuis to Alton Huval by Act 104268, Book 334, Page 47, records of St. Martin Parish, Louisiana;

(b) That certain tract of land transferred by Ledelle D. Dupuis, Jr. and Nellie Louise Dupuis Zimmerman to Mark Louis Zimmerman by Act recorded under entry number 286625, Book 1262, Page 667 of the records of the Clerk of Court of St. Martin Parish, Louisiana, containing One and 58/1000 (1.058) acres, more or less, irregular in shape, fronting on Louisiana Highway 347, the metes, bounds and dimensions of which are more particularly depicted in the Plat of Survey attached to said Act recorded under entry number 286625, Book 1262, Page 667 of the records of the Clerk of Court of St. Martin Parish, Louisiana; and

(c) That certain tract of land containing six (6) acres, more or less, sold by Ledelle D. Dupuis, Jr. and Nellie Louise Dupuis Zimmerman to Allison G. Enterprise, L.L.C. by

Cash Sale recorded under entry number 338,009 of the records of the Clerk of Court of St. Martin Parish, Louisiana, the metes, bounds and dimensions of which are more particularly depicted in the Plat of Survey attached to said Cash Sale recorded under entry number 338,009 of the records of the Clerk of Court of St. Martin Parish, Louisiana.

Said property is subject to all reservations, easements, servitudes, rights of way and restrictions affecting same and on record with the Office of the Clerk of Court in and for the Parish of St. Martin, Louisiana.

Being a portion of the same property acquired by Nellie Louise Dupuis Zimmerman by Judgment of Possession and Act of Donation recorded under Entry Nos. 120018 and 426842, respectively, of the Clerk of Court's Office in and for the Parish of St. Martin, Louisiana.

DONOR declares that it is her intention to make a donation inter vivos to DONEE. The property donated herein shall be the separate property of DONEE. DONEE appears herein and accepts this donation in accordance with the terms hereof and acknowledges gratitude therefor.

THUS DONE AND SIGNED at Lafayette, Louisiana, on the day and date first above mentioned, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after due reading of the whole.

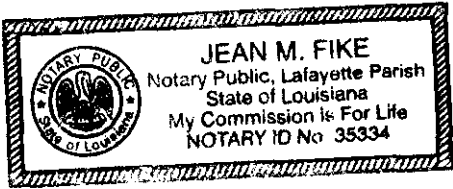
WITNESSES:

  
Printed name: Marie Hebert

  
Howard Keith Zimmerman

  
Printed name: Wm F. Henderson

  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
Notary ID#: \_\_\_\_\_





STATE OF LOUISIANA  
PARISH OF LAFAYETTE

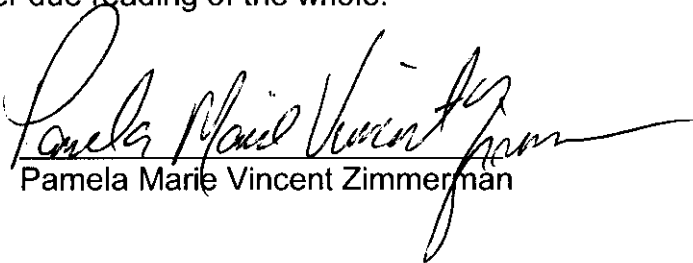
ACCEPTANCE BY DONEE

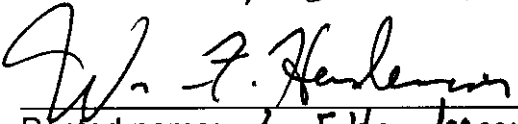
I, Pamela Marie Vincent Zimmerman, DONEE, accept this donation in accordance with the terms hereof and acknowledge gratitude therefor.

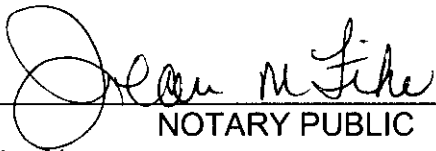
THUS DONE AND SIGNED at Lafayette, Louisiana, on this 15<sup>th</sup> day of April, 2015, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after due reading of the whole.

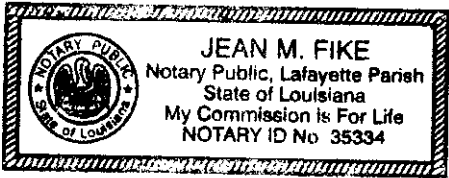
WITNESSES:

  
Printed name: Marisa Hebert

  
Pamela Marie Vincent Zimmerman

  
Printed name: W. F. Henderson

  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
Notary ID#: \_\_\_\_\_



St. Martin Parish Recording Page

Becky P Patin  
CLERK OF COURT  
P.O. BOX 308  
St. Martinville, LA 70582  
(337) 394-2210

First VENDOR

ZIMMERMAN, JAKE DAVID

First VENDEE

ZIMMERMAN, PAMELA MARIE VINCENT

Index Type : CONVEYANCE  
Type of Document : DONATION

Inst Number : 487212  
Book : 1706      Page : 613

Recording Pages : 4

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Martin Parish, Louisiana

On (Recorded Date) : 05/05/2015  
At (Recorded Time) : 11:17:38AM



*Candice Willy*  
Deputy Clerk



Doc ID - 006118970004

STATE OF LOUISIANA  
PARISH OF LAFAYETTE

**ACT OF DONATION**

BE IT KNOWN, that on the 15<sup>th</sup> day of April, 2015, before me, the undersigned, a Notary Public, duly commissioned and qualified in and for the aforementioned state and parish, and in the presence of the witnesses hereinafter named and undersigned:

**PERSONALLY CAME AND APPEARED:**

**Jake David Zimmerman**, Tax Identification Number, XXX-XX-2868, a married man, domiciled in Acadia Parish, whose mailing address is 1094 Higginbotham Hwy, Church Point, LA 70525; hereinafter referred to as "DONOR",

and

**Pamela Marie Vincent Zimmerman**, whose Tax Identification Number is XXX-XX-4482, widow of David Brian Zimmerman, domiciled in Lafayette Parish, whose present mailing address is 200 Tuscany Valley Drive, Lafayette, LA 70506; hereinafter referred to as "DONEE",

who, after being duly sworn by me, declared that in consideration of the affection which DONOR has and bears for DONEE, DONOR does by these presents irrevocably give, grant and donate, inter vivos unto the said DONEE the following described property:

**.5952%** undivided interest:

That certain tract of land situated in the eastern portion of Section 63 and partly in Section 35, T8S, Ward Five, Parish of St. Martin, Louisiana, containing forty-two (42.00) arpents, more or less, bounded north by property of Alton Huval, or assigns, south by property of Eugene E. Dupuis, or assigns in part and in part by property of heirs of Adele Guidry and Beauregard Dupuis, east by the public blacktop road and west by the property of Lena Dupuis or assigns; and being further described as composed of the following tracts of land, to-wit:

a. The north half of a certain fifty arpent tract, formerly bounded north by Dermelle Calais (a.k.a. Darmelle Calais), south by public road, east by Beauregard Dupuis and west by Madame Pauline Latiolais, this being the twenty-five arpent tract acquired by Ledelle Dupuis in Act of Partition with his co-heirs, Act 41737, Book 85, Page 410, records of St. Martin Parish, Louisiana.

b. That certain tract of land containing twenty-four arpents, more or less, bounded, now or formerly, north by Alton Huval and Dermelle Calais (a.k.a. Darmelle Calais), south by balance of property of Adele Guidry, east by Alton Huval and public road and west by property of Ledelle Dupuis. The Southern boundary line of this tract being formed by a prolongation to the east of the south line of that tract of land belonging to Ledelle Dupuis which is situated west of this property. This being the same property acquired by Ledelle Dupuis from Adele Guidry by Act 71785, Book 138, Page 131, records of St. Martin Parish.

**LESS AND EXCEPT THERE FROM**

(a) That certain tract of land containing six acres, irregular in shape, sold out of the northern portion of Parcels A and B above by Ledelle Dupuis to Alton Huval by Act 104268, Book 334, Page 47, records of St. Martin Parish, Louisiana;

(b) That certain tract of land transferred by Ledelle D. Dupuis, Jr. and Nellie Louise Dupuis Zimmerman to Mark Louis Zimmerman by Act recorded under entry number 286625, Book 1262, Page 667 of the records of the Clerk of Court of St. Martin Parish, Louisiana, containing One and 58/1000 (1.058) acres, more or less, irregular in shape, fronting on Louisiana Highway 347, the metes, bounds and dimensions of which are more particularly depicted in the Plat of Survey attached to said Act recorded under entry number 286625, Book 1262, Page 667 of the records of the Clerk of Court of St. Martin Parish, Louisiana; and

(c) That certain tract of land containing six (6) acres, more or less, sold by Ledelle D. Dupuis, Jr. and Nellie Louise Dupuis Zimmerman to Allison G. Enterprise, L.L.C. by

Cash Sale recorded under entry number 338,009 of the records of the Clerk of Court of St. Martin Parish, Louisiana, the metes, bounds and dimensions of which are more particularly depicted in the Plat of Survey attached to said Cash Sale recorded under entry number 338,009 of the records of the Clerk of Court of St. Martin Parish, Louisiana.

Said property is subject to all reservations, easements, servitudes, rights of way and restrictions affecting same and on record with the Office of the Clerk of Court in and for the Parish of St. Martin, Louisiana.

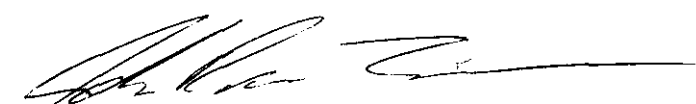
Being a portion of the same property acquired by Nellie Louise Dupuis Zimmerman by Judgment of Possession and Act of Donation recorded under Entry Nos. 120018 and 426842, respectively, of the Clerk of Court's Office in and for the Parish of St. Martin, Louisiana.

DONOR declares that it is her intention to make a donation inter vivos to DONEE. The property donated herein shall be the separate property of DONEE. DONEE appears herein and accepts this donation in accordance with the terms hereof and acknowledges gratitude therefor.

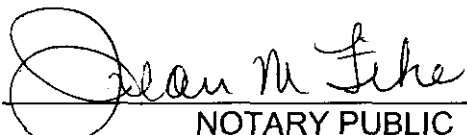
THUS DONE AND SIGNED at Lafayette, Louisiana, on the day and date first above mentioned, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after due reading of the whole.

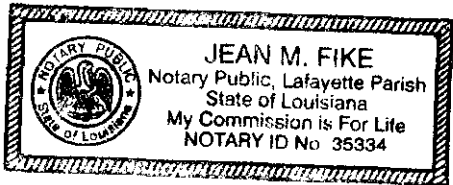
WITNESSES:

  
Printed name: Marise Hebert

  
Jake David Zimmerman

  
Printed name: Wm. F. Henderson

  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
Notary ID#: \_\_\_\_\_



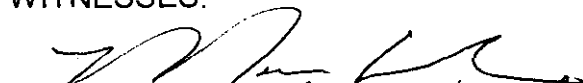
STATE OF LOUISIANA  
PARISH OF LAFAYETTE

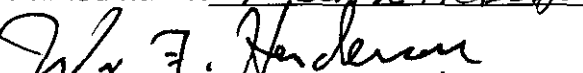
ACCEPTANCE BY DONEE

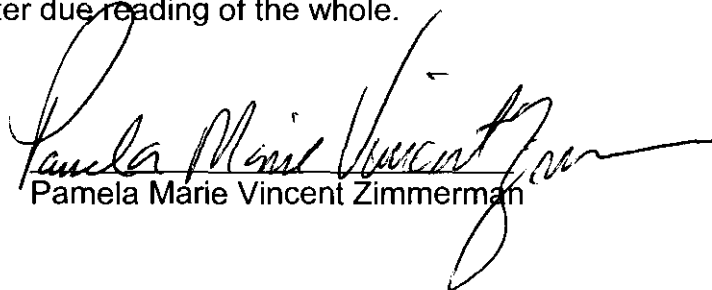
I, Pamela Marie Vincent Zimmerman, DONEE, accept this donation in accordance with the terms hereof and acknowledge gratitude therefor.

THUS DONE AND SIGNED at Lafayette, Louisiana, on this 15<sup>th</sup> day of April, 2015, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after due reading of the whole.

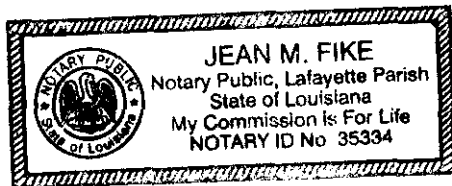
WITNESSES:

  
Printed name: Marjse Hebert

  
Printed name: Wm F Henderson

  
Pamela Marie Vincent Zimmerman

  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
Notary ID#: \_\_\_\_\_



St. Martin Parish Recording Page

Becky P Patin  
CLERK OF COURT  
P.O. BOX 308  
St. Martinville, LA 70582  
(337) 394-2210

First VENDOR

ZIMMERMAN, GUY BRENDON

First VENDEE

ZIMMERMAN, PAMELA MARIE VINCENT

Index Type : CONVEYANCE

Inst Number : 487213

Type of Document : DONATION

Book : 1706

Page : 617

Recording Pages : 4

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Martin Parish, Louisiana

On (Recorded Date) : 05/05/2015

At (Recorded Time) : 11:18:24AM



Doc ID - 006118980004

*Candice Wilty*  
Deputy Clerk



Do not Detach this Recording Page from Original Document

STATE OF LOUISIANA  
PARISH OF LAFAYETTE

**ACT OF DONATION**

BE IT KNOWN, that on the 15<sup>th</sup> day of April, 2015, before me, the undersigned, a Notary Public, duly commissioned and qualified in and for the aforementioned state and parish, and in the presence of the witnesses hereinafter named and undersigned:

**PERSONALLY CAME AND APPEARED:**

**Guy Brendon Zimmerman**, Tax Identification Number, XXX-XX-5686, married to Jill Collet Zimmerman, domiciled in Lafayette Parish, whose mailing address is 1313 Verot School Rd., Lafayette, LA 70507; hereinafter referred to as "DONOR",

and

**Pamela Marie Vincent Zimmerman**, whose Tax Identification Number is XXX-XX-4482, widow of David Brian Zimmerman, domiciled in Lafayette Parish, whose present mailing address is 200 Tuscany Valley Drive, Lafayette, LA 70506; hereinafter referred to as "DONEE",

who, after being duly sworn by me, declared that in consideration of the affection which DONOR has and bears for DONEE, DONOR does by these presents irrevocably give, grant and donate, inter vivos unto the said DONEE the following described property:

**1.1905% undivided interest:**

That certain tract of land situated in the eastern portion of Section 63 and partly in Section 35, T8S, Ward Five, Parish of St. Martin, Louisiana, containing forty-two (42.00) arpents, more or less, bounded north by property of Alton Huval, or assigns, south by property of Eugene E. Dupuis, or assigns in part and in part by property of heirs of Adele Guidry and Beauregard Dupuis, east by the public blacktop road and west by the property of Lena Dupuis or assigns; and being further described as composed of the following tracts of land, to-wit:

a. The north half of a certain fifty arpent tract, formerly bounded north by Dermelle Calais (a.k.a. Darmelle Calais), south by public road, east by Beauregard Dupuis and west by Madame Pauline Latiolais, this being the twenty-five arpent tract acquired by Ledelle Dupuis in Act of Partition with his co-heirs, Act 41737, Book 85, Page 410, records of St. Martin Parish, Louisiana.

b. That certain tract of land containing twenty-four arpents, more or less, bounded, now or formerly, north by Alton Huval and Dermelle Calais (a.k.a. Darmelle Calais), south by balance of property of Adele Guidry, east by Alton Huval and public road and west by property of Ledelle Dupuis. The Southern boundary line of this tract being formed by a prolongation to the east of the south line of that tract of land belonging to Ledelle Dupuis which is situated west of this property. This being the same property acquired by Ledelle Dupuis from Adele Guidry by Act 71785, Book 138, Page 131, records of St. Martin Parish.

**LESS AND EXCEPT THERE FROM**

(a) That certain tract of land containing six acres, irregular in shape, sold out of the northern portion of Parcels A and B above by Ledelle Dupuis to Alton Huval by Act 104268, Book 334, Page 47, records of St. Martin Parish, Louisiana;

(b) That certain tract of land transferred by Ledelle D. Dupuis, Jr. and Nellie Louise Dupuis Zimmerman to Mark Louis Zimmerman by Act recorded under entry number 286625, Book 1262, Page 667 of the records of the Clerk of Court of St. Martin Parish, Louisiana, containing One and 58/1000 (1.058) acres, more or less, irregular in shape, fronting on Louisiana Highway 347, the metes, bounds and dimensions of which are more particularly depicted in the Plat of Survey attached to said Act recorded under entry number 286625, Book 1262, Page 667 of the records of the Clerk of Court of St. Martin Parish, Louisiana; and

(c) That certain tract of land containing six (6) acres, more or less, sold by Ledelle D. Dupuis, Jr. and Nellie Louise Dupuis Zimmerman to Allison G. Enterprise, L.L.C. by

Cash Sale recorded under entry number 338,009 of the records of the Clerk of Court of St. Martin Parish, Louisiana, the metes, bounds and dimensions of which are more particularly depicted in the Plat of Survey attached to said Cash Sale recorded under entry number 338,009 of the records of the Clerk of Court of St. Martin Parish, Louisiana.

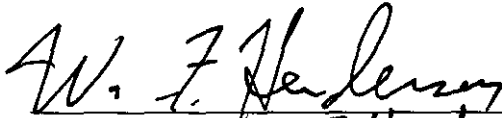
Said property is subject to all reservations, easements, servitudes, rights of way and restrictions affecting same and on record with the Office of the Clerk of Court in and for the Parish of St. Martin, Louisiana.

Being a portion of the same property acquired by Nellie Louise Dupuis Zimmerman by Judgment of Possession and Act of Donation recorded under Entry Nos. 120018 and 426842, respectively, of the Clerk of Court's Office in and for the Parish of St. Martin, Louisiana.

DONOR declares that it is her intention to make a donation inter vivos to DONEE. The property donated herein shall be the separate property of DONEE. DONEE appears herein and accepts this donation in accordance with the terms hereof and acknowledges gratitude therefor.

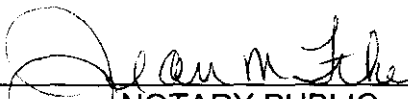
THUS DONE AND SIGNED at Lafayette, Louisiana, on the day and date first above mentioned, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after due reading of the whole.

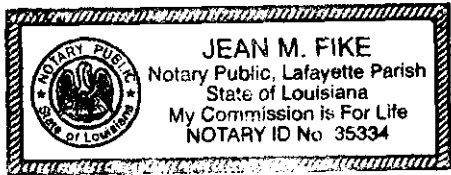
WITNESSES:

  
Printed name: W. F. Henderson

  
Guy Brendon Zimmerman

  
Printed name: Marize Hebert

  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
Notary ID#: \_\_\_\_\_





STATE OF LOUISIANA  
PARISH OF LAFAYETTE

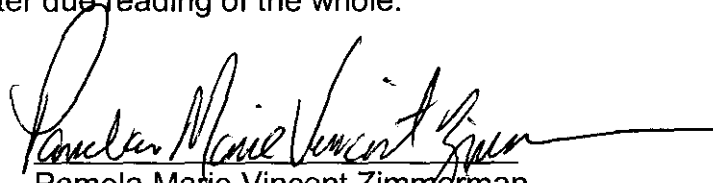
**ACCEPTANCE BY DONEE**

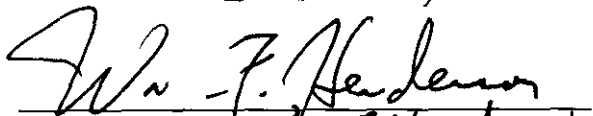
I, Pamela Marie Vincent Zimmerman, DONEE, accept this donation in accordance with the terms hereof and acknowledge gratitude therefor.

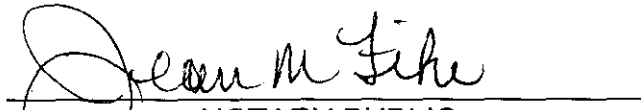
THUS DONE AND SIGNED at Lafayette, Louisiana, on this 15<sup>th</sup> day of April, 2015, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after due reading of the whole.

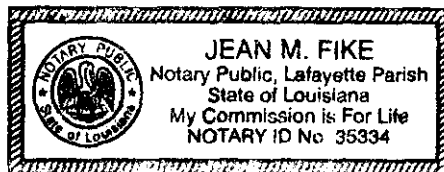
WITNESSES:

  
Printed name: Marise Hebert

  
Pamela Marie Vincent Zimmerman

  
Printed name: Wm. F. Henderson

  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
Notary ID#: \_\_\_\_\_



St. Martin Parish Recording Page

Becky P Patin  
CLERK OF COURT  
P.O. BOX 308  
St. Martinville, LA 70582  
(337) 394-2210

First VENDOR

ZIMMERMAN, NELLIE LOUISE DUPUIS SUCC OF

First VENDEE

ZIMMERMAN, HOWARD KEITH JUDE

Index Type : CONVEYANCE

Inst Number : 487463

Type of Document : AMENDED JUDG OF POSSESSION

Book : 1707      Page : 327

Recording Pages : 7

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Martin Parish, Louisiana

On (Recorded Date) : 05/14/2015

At (Recorded Time) : 2:35:22PM



*Candice Wiltz*  
Deputy Clerk

Doc ID - 006122090007

Lafayette Parish Recording Page

Louis J. Perret  
Clerk of Court  
P.O. Box 2009  
Lafayette, LA 70502-2009  
(337) 291-6400

First VENDOR

ZIMMERMAN, NELLIE LOUISE

First VENDEE

ZIMMERMAN, NELLIE LOUISE

Index Type : CONVEYANCES  
Type of Document : AMENDMENT

File Number : 2015-00018121

Recording Pages : 6

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafayette Parish, Louisiana

  
Clerk of Court

On (Recorded Date) : 05/14/2015  
At (Recorded Time) : 1:41:36PM

CLERK OF COURT  
LOUIS J. PERRET  
Parish of Lafayette  
I certify that this is a true copy of the attached document that was filed for registry and  
Recorded 05/14/2015 at 1:41:36  
File Number 2015-00018121



  
Deputy Clerk

Do not Detach this Recording Page from Original Document

CLERK OF COURT  
LAFAYETTE PARISH, LA

SUCCESSION  
OF

2015 MAY 14 PM 1:33

15TH JUDICIAL DISTRICT COURT

: PROBATE DOCKET NO. 2011-0700

NELLIE LOUISE DUPUIS ZIMMERMAN : LAFAYETTE PARISH, LOUISIANA

.....

AMENDED JUDGMENT OF POSSESSION

Considering the request of Hoyt and Stanford, LLC, attorney of record for the above captioned succession, and the record and the law and evidence being in favor of petitioners (1) Howard Keith Jude Zimmerman, (2) Guy Brendon Zimmerman, (3) Aurelien Todd Zimmerman, (4) Succession of Dolores Anna Zimmerman, (5) Jake David Zimmerman, (6) Lacie Nicole Zimmerman and (7) Mark Louis Zimmerman, for the reasons this day assigned:

IT IS ORDERED, ADJUDGED AND DECREED:

That the Judgment of Possession entered on May 4, 2015 and recorded as Act No. 2015-00016309 of the conveyance records of the Lafayette Parish Clerk of Court’s Office contained a clerical error in that one of the heirs was incorrectly omitted in the distribution of a portion of the property; that paragraph 2 should have been deleted making paragraph 3 a new paragraph 2, thus causing the judgment of possession to include all heirs in the distribution of property; therefore the Judgment of Possession is hereby amended to correct the distribution of property as follows:

IT IS ORDERED, ADJUDGED AND DECREED:

1.

That pursuant to Paragraph IV of Decedent’s Last Will and Testament, (1) Howard Keith Jude Zimmerman, (2) Guy Brendon Zimmerman, (3) Aurelien Todd Zimmerman, (4) Succession of Dolores Anna Zimmerman, (5) Jake David Zimmerman, (6) Lacie Nicole Zimmerman and (7) Mark Louis Zimmerman they are hereby recognized as the owners and legatees of Decedent’s estate.

2.

That pursuant to Paragraph IV and Paragraph III, Section 3.2 of Decedent’s Last Will and Testament, herein Decedent's children and grandchildren, (1) Howard Keith Jude Zimmerman, (2) Guy Brendon Zimmerman, (3) Aurelien Todd Zimmerman (4) Succession of Dolores Anna Zimmerman, and (5) Mark Louis Zimmerman receive, in the proportion of an undivided one-sixth interest each, and (6) Jake David Zimmerman and (7) Lacie Nicole Zimmerman receive, in the proportion of an undivided one twelfth interest each the remainder of all of decedent’s property described below.

acc

**SUCCESSION** : **15TH JUDICIAL DISTRICT COURT**  
**OF** : **PROBATE DOCKET NO. 2011-0700**

**NELLIE LOUISE DUPUIS ZIMMERMAN : LAFAYETTE PARISH, LOUISIANA**  
.....

TRACT 1

That certain tract of land situated in the eastern portion of Section 63 and partly in Section 35, T8S, Ward Five, Parish of St. Martin, Louisiana, containing forty-two (42.00) arpents, more or less, bounded north by property of Alton Huval, or assigns, south by property of Eugene E. Dupuis, or assigns in part and in part by property of heirs of Adele Guidry and Beauregard Dupuis, east by the public blacktop road and west by the property of Lena Dupuis or assigns; and being further described as composed of the following tracts of land, to-wit:

a. The north half of a certain fifty arpent tract, formerly bounded north by Dermelle Calais (a.k.a. Darmelle Calais), south by public road, east by Beauregard Dupuis and west by Madame Pauline Latiolais, this being the twenty-five arpent tract acquired by Ledelle Dupuis in Act of Partition with his co-heirs, Act 41737, Book 85, Page 410, records of St. Martin Parish, Louisiana.

b. That certain tract of land containing twenty-four arpents, more or less, bounded, now or formerly, north by Alton Huval and Dermelle Calais (a.k.a. Darmelle Calais), south by balance of property of Adele Guidry, east by Alton Huval and public road and west by property of Ledelle Dupuis. The Southern boundary line of this tract being formed by a prolongation to the east of the south line of that tract of land belonging to Ledelle Dupuis which is situated west of this property. This being the same property acquired by Ledelle Dupuis from Adele Guidry by Act 71785, Book 138, Page 131, records of St. Martin Parish.

LESS AND EXCEPT THEREFROM

(a) That certain tract of land containing six acres, irregular in shape, sold out of the northern portion of Parcels A and B above by Ledelle Dupuis to Alton Huval by Act 104268, Book 334, Page 47, records of St. Martin Parish, Louisiana;

(b) That certain tract of land transferred by Ledelle D. Dupuis, Jr. and Nellie Louise Dupuis Zimmerman to Mark Louis Zimmerman by Act recorded under entry number 286625, Book 1262, Page 667 of the records of the Clerk of Court of St. Martin Parish, Louisiana, containing One and 58/1000 (1.058) acres, more or less, irregular in shape, fronting on Louisiana Highway 347, the metes, bounds and dimensions of which are more particularly depicted in the Plat of Survey attached to said Act recorded under entry number 286625, Book 1262, Page 667 of the records of the Clerk of Court of St. Martin Parish, Louisiana; and

( c) That certain tract of land containing six (6) acres, more or less, sold by Ledelle D. Dupuis, Jr. and Nellie Louise Dupuis Zimmerman to Allison G. Enterprise, L.L.C. by Cash Sale recorded under entry number 338,009 of the records of the Clerk of Court of St. Martin Parish, Louisiana, the metes, bounds and dimensions of which are more particularly depicted in the Plat of Survey attached to said Cash Sale recorded under entry number 338,009 of the records of the Clerk of Court of St. Martin Parish, Louisiana.

Said property is subject to all reservations, easements, servitudes, rights of way and restrictions affecting same and on record with the Office of the Clerk of Court in and for the Parish of St. Martin, Louisiana. Being a portion of the same property acquired by Nellie Louise Dupuis Zimmerman by Judgment of Possession and Act of Donation recorded under Entry Nos. 120018 and 426842, respectively, of the Clerk of Court’s Office in and for the Parish of St. Martin, Louisiana.

Tract 2

An undivided two-thirds (2/3) interest in those six (6) certain lots of Ground, situated in the Golf Course Addition to the City of Lafayette, Louisiana being known and as Lots 279, 279-A, 280, 280-A, 281 and 281-A of said Addition said Lots being contiguous and together measure 75 feet front on Oklahoma Street by a depth between lines of 110, and together are bounded North by Lots 282 and 282-A, South by Lots 278 and 278-A, East by property of W. T. Webb, or assigns, and West by

**SUCCESSION** : **15TH JUDICIAL DISTRICT COURT**

**OF** : **PROBATE DOCKET NO. 2011-0700**

**NELLIE LOUISE DUPUIS ZIMMERMAN : LAFAYETTE PARISH, LOUISIANA**

Oklahoma Street. Said property being the property acquired by Aurelien Zimmerman by Act 315403 of the records of Lafayette Parish, Louisiana.

Said property is subject to all reservations, easements, servitudes, rights of way and restrictions affecting same and on record with the Office of the Clerk of Court in and for the Parish of Lafayette, Louisiana.

Said property is subject to all reservations, easements, servitudes, rights of way and restrictions affecting same and on record with the Office of the Clerk of Court in and for the Parish of Lafayette, Louisiana.

### Tract 3

Parcel A. An undivided two-thirds (2/3) interest in those certain lots of land located in the City of Lafayette, Lafayette Parish, Louisiana, known and designated as Lots 1, 2, 3 and 7, Block 5, Veazey Addition of said City and Parish, together with all buildings and thereon, bounded on North by Carmel Avenue (Breau Bridge Avenue), the South by Lot 4 of said Addition, the East by Verdun Street, and the West by Lots 9, 10 and 11 of said Addition, being the same property acquired by Aurelien Zimmerman by Act No. 77-007622 of the records of Lafayette Parish, Louisiana; and bearing address, 102 Carmel Avenue, Lafayette Louisiana.

## Tract 4

Parcel B. An undivided two-thirds (2/3) interest in that certain tract or parcel of land, with all improvements, known as designated as Lot No. 4 of Block 5 of Veazey Addition to the of Lafayette, having such dimensions and boundaries as are shown on the of survey of said Veazey Addition on file in the Office of the Clerk of Court of Lafayette Parish under Entry No. 61727.

Said property is subject to all reservations easements, servitudes, rights of way and restrictions same and on record with the Office of Clerk of Court in and for the Parish of Lafayette, Louisiana.

Being the same property acquired by the Decedent by Sale, by Cash Sale and by Judgment of Possession recorded under Entry Nos. 77-7622, 77 16654 and 82-247, respectively of the Clerk of Court's Office in and for the Parish of Lafayette, Louisiana.

## MOVABLE PROPERTY

Interest bearing checking account number 730046211 with MidSouth Bank, N .A., Lafayette, Louisiana, in the name of Nellie D. Zimmerman, including accrued interest of \$1.03.

Checking account number 12102327108 with Iberia Bank, Lafayette, Louisiana, in the name of Nellie D. Zimmerman, Todd Zimmerman, Agent, including accrued interest of \$2.98.

Priority investment account number 12102327116 with Iberia Bank, Lafayette Louisiana, in the name of Nellie D. Zimmerman, Todd Zimmerman, Agent, including accrued interest of \$0.44.

Checking account number 151270 with Farmers Merchants Bank & Trust Company, Breaux Bridge, Louisiana, in the name of Dolores Zimmerman or Todd A. Zimmerman, Special Account.

One (1) miscellaneous lot of household furniture, furnishings, decorations, appliances, household effects, jewelry, personal items, and other corporeal movable property contained in the home of the Decedent at the time of her death.

**SUCCESSION** : **15TH JUDICIAL DISTRICT COURT**  
**OF** : **PROBATE DOCKET NO. 2011-0700**

**NELLIE LOUISE DUPUIS ZIMMERMAN : LAFAYETTE PARISH, LOUISIANA**  
.....

One (1) 2005 Honda Accord bearing Vehicle Identification Number 1HGCM56885A011956.

Accounting owed from naked owners of property previously belonging to Aurelien Zimmerman.

Loan receivable from Zim's Alinement Service, Inc.

Proceeds from Life Insurance Policy #210084121T issued by Conseco Life Insurance Company insuring the life of Ledelle Dupuis, Jr., who died on June 17, 2009.

Stock in Zim's Alinement, Inc., 34 2/3% percent of 1,000 shares of no par value common stock

3.

That any and all accountings be waived in the Decedent's estate;

4.

That subject to Louisiana C.C.P. Article 2951 and 2953, no Inheritance Tax Return is required.

5.

That Howard Keith Jude Zimmerman and Aurelien Todd Zimmerman be relieved of their duties and discharged as Independent Co-Executors herein and that no accounting be required.

6.

In accordance with La. C.C.P. Art. 3061 the last known address of the first petitioner herein, Howard Keith Jude Zimmerman, is 100 Carmen Street, Lafayette, Louisiana 70507.

7.

That the executor fee due Independent Co-Executors is hereby approved.

8.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that all banks, bankers, trustees of any trusts in which the decedent has any beneficial interest as to income or principal, building and loan associations, investment companies, or any persons, firms, corporations or partnerships having on deposit or in their possession or control any monies, stocks, dividends, credits, goods, bonds, notes, United States Treasury Notes, United States Treasury Bonds, or other things or rights of value, for and in the name of the decedent, Nellie Louise Dupuis Zimmerman, are hereby empowered, directed and ordered to deliver and transfer such monies, stocks, dividends, credits, goods, bonds, notes, United States Treasury Notes, United States Treasury Bonds, or other things or rights of value which form a part of the estate of the decedent, Nellie Louise Dupuis Zimmerman, as hereinabove set forth, to the heirs of the decedent as provided herein.

SUCCESSION : 15TH JUDICIAL DISTRICT COURT  
OF : PROBATE DOCKET NO. 2011-0700  
NELLIE LOUISE DUPUIS ZIMMERMAN : LAFAYETTE PARISH, LOUISIANA  
.....

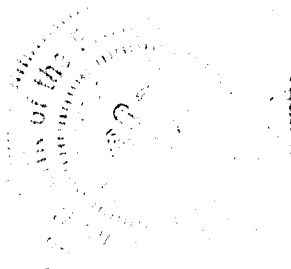
JUDGMENT READ, RENDERED AND SIGNED in Chambers at Lafayette, Louisiana, this  
14 day of May, 2015.

[Signature]  
JUDGE, 15th Judicial District Court

Lafayette Parish Clerk of Court  
Filed This Day

MAY 14 2015  
[Signature]  
Deputy Clerk of Court

A TRUE COPY ATTEST  
Lafayette, La. 5-14-15  
[Signature]  
DY. CLERK OF COURT





# St. Martin Parish Recording Page

Becky P Patin  
CLERK OF COURT  
P.O. BOX 308  
St. Martinville, LA 70582  
(337) 394-2210

**First VENDOR**

ZIMMERMAN, DOLORES ANNA SUCC OF

**First VENDEE**

ZIMMERMAN, HOWARD KEITH JUDE

**Index Type :** CONVEYANCE

**Inst Number :** 500130

**Type of Document :** JUDGMENT OF POSSESSION

**Book :** 1739

**Page :** 458

**Recording Pages :** 7

**Recorded Information**

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Martin Parish, Louisiana

On (Recorded Date) : 07/20/2016

At (Recorded Time) : 11:30:15AM



Doc ID - 006271250007

*Condie Wiltz*  
Deputy Clerk



## Lafayette Parish Recording Page

Louis J. Perret  
Clerk of Court  
P.O. Box 2009  
Lafayette, LA 70502-2009  
(337) 291-6400

**First VENDOR**

ZIMMERMAN, DOLORES ANNA

**First VENDEE**

ZIMMERMAN, HOWARD KEITH JUDE

**Index Type :** CONVEYANCES

**File Number :** 2016-00026254

**Type of Document :** JUDGMENT OF POSSESSION

**Recording Pages :** 5

**Recorded Information**

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafayette Parish, Louisiana

  
Clerk of Court

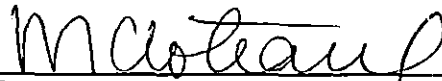
On (Recorded Date) : 07/12/2016

At (Recorded Time) : 3:40:45PM

CLERK OF COURT  
LOUIS J. PERRET  
Parish of Lafayette

I certify that this is a true copy of the attached  
document that was filed for registry and  
Recorded 07/12/2016 at 3:40:45  
File Number 2016-00026254



  
Deputy Clerk

SUCCESSION : 15TH JUDICIAL DISTRICT COURT  
OF : DOCKET NO.: 2014-0481  
DOLORES ANNA ZIMMERMAN : LAFAYETTE PARISH, LOUISIANA  
:.....

**JUDGMENT OF POSSESSION**

Considering the Joint Petition for Possession, the record of this proceeding, that the Sworn Detailed Descriptive List has been filed, that the final accounting has been waived, and there is no necessity for any further administration of this Succession, the law and evidence entitling petitioners to the relief prayed for;

**IT IS ORDERED, ADJUDGED AND DECREED THAT:**

- 1. Howard Keith Jude Zimmerman, Guy Brendon Zimmerman, Aurelien Todd Zimmerman, and Mark Louis Zimmerman be recognized as the surviving siblings and heirs of the Decedent and the owners of an undivided one-fifth (1/5) interest each of the assets that comprised the estate of the decedent, more fully described below;
- 2. The two children of David Brian Zimmerman who predeceased Decedent, namely, (1) Jake David Zimmerman and (2) Lacie Nicole Zimmerman be recognized as the surviving heirs of the Decedent and the owners of an undivided one-tenth (1/10) each of the assets that comprised the estate of the decedent; said property being:

I. IMMOVABLE PROPERTY

- A. That certain lot of ground, together with all buildings and improvements and the component parts thereof, situated in Section 100, T9S, R5E, Lafayette Parish, Louisiana, having a frontage on Webb Street of 125 feet, more or less, by a depth between parallel lines of 130 feet, more or less, and being bounded, now or formerly, North by Webb Street, south by the centerline of a drainage canal, east by property of J.C. Camel or assigns, and west by property of Delores Zimmerman or assigns; subject to restrictions servitudes, rights-of-way and outstanding mineral rights of record affecting the property; being the same property acquired by Marietta LaFosse and Delores Anna Zimmerman from J. Edwin Roy and Betty Trahan Roy by Act of Cash Sale dated March 22, 1985 and filed under Entry No. 85-9606, records of Lafayette Parish, Louisiana; having a municipal address of 420 Webb Street, Lafayette, LA 70501.
- B. An undivided one-sixth (1/6th) interest in and to the following:

That certain tract of land situated in the eastern portion of Section 63 and partly in Section 35, T8S, Ward Five, Parish of

zcc

St. Martin, Louisiana, containing forty-two (42.00) arpents, more or less, bounded north by property of Alton Huval, or assigns, south by property of Eugene E. Dupuis, or assigns in part and in part by property of heirs of Adele Guidry and Beauregard Dupuis, east by the public blacktop road and west by the property of Lena Dupuis or assigns; and being further described as composed of the following tracts of land, to-wit:

a. The north half of a certain fifty arpent tract, formerly bounded north by Dermelle Calais (a.k.a. Darmelle Calais), south by public road, east by Beauregard Dupuis and west by Madame Pauline Latiolais, this being the twenty-five arpent tract acquired by Ledelle Dupuis in Act of Partition with his co-heirs, Act 41737, Book 85, Page 410, records of St. Martin Parish, Louisiana.

b. That certain tract of land containing twenty-four arpents, more or less, bounded, now or formerly, north by Alton Huval and Dermelle Calais (a.k.a. Darmelle Calais), south by balance of property of Adele Guidry, east by Alton Huval and public road and west by property of Ledelle Dupuis. The Southern boundary line of this tract being formed by a prolongation to the east of the south line of that tract of land belonging to Ledelle Dupuis which is situated west of this property. This being the same property acquired by Ledelle Dupuis from Adele Guidry by Act 71785, Book 138, Page 131, records of St. Martin Parish.

#### **LESS AND EXCEPT THEREFROM**

(a) That certain tract of land containing six acres, irregular in shape, sold out of the northern portion of Parcels A and B above by Ledelle Dupuis to Alton Huval by Act 104268, Book 334, Page 47, records of St. Martin Parish, Louisiana;

(b) That certain tract of land transferred by Ledelle D. Dupuis, Jr. and Nellie Louise Dupuis Zimmerman to Mark Louis Zimmerman by Act recorded under entry number 286625, Book 1262, Page 667 of the records of the Clerk of Court of St. Martin Parish, Louisiana, containing One and 58/1000 (1.058) acres, more or less, irregular in shape, fronting on Louisiana Highway 347, the metes, bounds and dimensions of which are more particularly depicted in the Plat of Survey attached to said Act recorded under entry number 286625, Book 1262, Page 667 of the records of the Clerk of Court of St. Martin Parish, Louisiana; and

(c) That certain tract of land containing six (6) acres, more or less, sold by Ledelle D. Dupuis, Jr. and Nellie Louise Dupuis Zimmerman to Allison G. Enterprise, L.L.C. by Cash Sale recorded under entry number 338,009 of the records of the Clerk of Court of St. Martin Parish, Louisiana, the metes, bounds and dimensions of which are more particularly depicted in the Plat of Survey attached to said Cash Sale recorded under entry number 338,009 of the records of the Clerk of Court of St. Martin Parish, Louisiana.

Said property is subject to all reservations, easements, servitudes, rights of way and restrictions affecting same and on record with the Office of the Clerk of Court in and for the

Parish of St. Martin, Louisiana. Being a portion of the same property acquired by Nellie Louise Dupuis Zimmerman by Judgment of Possession and Act of Donation recorded under Entry Nos. 120018 and 426842, respectively, of the Clerk of Court's Office in and for the Parish of St. Martin, Louisiana.

- C. Parcel A. An undivided two-thirds ( $\frac{2}{3}$ ) interest in those certain lots of land located in the City of Lafayette, Lafayette Parish, Louisiana, known and designated as Lots 1, 2, 3 and 7, Block 5, Veazey Addition of said City and Parish, together with all buildings and thereon, bounded on North by Carmel Avenue (Breau Bridge Avenue), the South by Lot 4 of said Addition, the East by Verdun Street, and the West by Lots 9, 10 and 11 of said Addition, being the same property acquired by Aurelien Zimmerman by Act No. 77-007622 of the records of Lafayette Parish, Louisiana; and bearing address, 102 Carmel Avenue, Lafayette Louisiana.
- D. Parcel B. All decedent's interest in that certain tract or parcel of land, with all improvements, known as designated as Lot No. 4 of Block 5 of Veazey Addition to the of Lafayette, having such dimensions and boundaries as are shown on the of survey of said Veazey Addition on file in the Office of the Clerk of Court of Lafayette Parish under Entry No. 61727.

Said property is subject to all reservations easements, servitudes, rights of way and restrictions same and on record with the Office of Clerk of Court in and for the Parish of Lafayette, Louisiana.

Being the same property acquired by the Decedent by Sale, by Cash Sale and by Judgment of Possession recorded under Entry Nos. 77-7622, 77 16654 and 82-247, respectively of the Clerk of Court's Office in and for the Parish of Lafayette, Louisiana.

(Letters B, C, and D above, acquired by Amended Judgment of Possession in the Succession of Nellie Louise Dupuis Zimmerman, recorded as File No. 2015-00018121 in the office of the Lafayette Parish Clerk of Court and recorded as Instrument No. 487463 in the Office of the St. Martin Parish Clerk of Court)

## II. MOVABLE PROPERTY

- A. An Undivided one-sixth ( $\frac{1}{6}$ ) interest in the Succession of Nellie Louise Zimmerman, 15<sup>th</sup> JDC, Docket No. 2011-00044848;
- B. A one-sixth ( $\frac{1}{6}$ ) interest in Stock in Zim's Alinement Inc. being  $34 \frac{2}{3}$  percent of 1,000 shares, no par value, common stock;
- C. A fifty (50%) percent interest in 2Z's, LLC;
- D. A thirty-three and one-third ( $33 \frac{1}{3}\%$ ) percent interest in 3Z's, LLC;
- E. Proceeds from the sale of Nellie Louise Zimmerman's house;

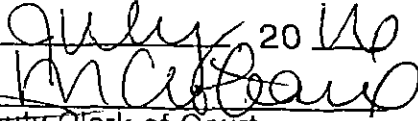
- F. Proceeds from the sale of the truck;
- G. Proceeds from 401K due to no beneficiary being named;
- H. Proceeds from Life Insurance due to no beneficiary being named;
- I. Monies in the Regions Bank Checking Account; and
- J. A Whitney Bank CD.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT:**

1. Any and all accountings be waived in the Decedent's estate;
2. The executor fee due Independent Administrator is hereby approved;
3. Guy Brendon Zimmerman be relieved of his duties and discharged as Independent Administrator herein and that no accounting be required; and
4. All banks, bankers, trustees of any trusts in which the decedent has any beneficial interest as to income or principal, building and loan associations, investment companies, or any persons, firms, corporations or partnerships having on deposit or in their possession or control any monies, stocks, dividends, credits, goods, bonds, notes, United States Treasury Notes, United States Treasury Bonds, or other things or rights of value, for and in the name of the decedent, **Dolores Anna Zimmerman**, are hereby empowered, directed and ordered to deliver and transfer such monies, stocks, dividends, credits, goods, bonds, notes, United States Treasury Notes, United States Treasury Bonds, or other things or rights of value which form a part of the estate of the decedent, **Dolores Anna Zimmerman**, as hereinabove set forth, to the heirs of the decedents as provided herein.

In accordance with Louisiana Code of Civil Procedure Article 3061 the last known address of the first petitioner herein, Guy Brendon Zimmerman, is 1313 Verot School Rd., Lafayette, LA 70507.

JUDGMENT READ, RENDERED, AND SIGNED in Chambers at Lafayette, Louisiana,  
this 12 day of July 2016.

FILED THIS 12  
DAY OF July 2016  
  
Deputy Clerk of Court

  
JUDGE, 15TH JUDICIAL DISTRICT COURT  
Charles G. Fitzgerald

2014

STATE OF LOUISIANA PARISH OF LAFAYETTE

I hereby certify that a certified copy of this  
judgment order has been mailed <sup>given</sup> served on all  
parties this 12 day of July, 20 14

M. O'Leary  
Deputy Clerk of Court

cc: Patrick Cornelius Cotter  
Bruce A. Gaudin

## St. Martin Parish Recording Page

Becky P Patin  
CLERK OF COURT  
P.O. BOX 308  
St. Martinville, LA 70582  
(337) 394-2210

**First VENDOR**

ZIMMERMAN, GUY BRENDON

**First VENDEE**

HEBERTS BOUDIN & CRACKLINS LLC

Index Type : CONVEYANCE

Inst Number : 508819

Type of Document : CASH SALE & PLAT

Book : 1759

Page : 689

Recording Pages : 7

**Recorded Information**

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Martin Parish, Louisiana

On (Recorded Date) : 06/05/2017

At (Recorded Time) : 12:03:42PM



*Candice Wiltz*  
Deputy Clerk



Doc ID - 007136730007



**FILED BY:** Bayou Title, Inc.  
605 Silver Stone Road, Ste. 107  
Lafayette, Louisiana 70508  
337-989-2225  
**FILE NUMBER** LF264-17/Hebert's Boudin & Cracklins, LLC

**ACT OF CASH SALE**

**BE IT KNOWN**, that on this 2nd day of June, 2017, before me, the undersigned, a Notary Public, duly commissioned in the Parish of Lafayette and qualified for the State of Louisiana, and in the presence of the undersigned competent witnesses, personally came and appeared:

GUY BRENDON ZIMMERMAN (SSN: XXX-XX-5686) married to Jill Collet Zimmerman but dealing herein with his separate and paraphernal property , a person of the full age of majority and resident of the Lafayette Parish, State of Louisiana, whose permanent mailing address is declared to be 1313 Verot Rd, Lafayette, La 70508; hereinafter referred to as

and

AURELIEN TODD ZIMMERMAN (SSN: XXX-XX-2081), a single man, a resident of the lawful age of Lafayette Parish, State of Louisiana, whose permanent mailing address is declared to be 1301 St John Street #201, Lafayette, La 70506; hereinafter referred to as

and

HOWARD KEITH ZIMMERMAN (SSN: XXX-XX-4284), a single man, a resident of the lawful age of Lafayette Parish, State of Louisiana, whose permanent mailing address is declared to be 100 Cameron Street, Lafayette, La 70507; hereinafter referred to as

and

MARK LOUIS ZIMMERMAN (SSN: XXX-XX-2583), a single man, a resident of the lawful age of Harris County, State of Texas, whose permanent mailing address is declared to be 655 Yale St., Apt 561, Houston, TX 77007; hereinafter referred to as

and

LACIE NICOLE ZIMMERMAN (SSN: XXX-XX-4569), a single woman, a resident of the lawful age of Lafayette Parish, State of Louisiana, whose permanent mailing address is declared to be 200 Tuscany Valley Drive, Lafayette, La 70506; hereinafter referred to as

and

JAKE DAVID ZIMMERMAN (SSN: XXX-XX-2868) married to Jade Menard Zimmerman but dealing herein with his separate and paraphernal property , a person of the full age of majority and resident of the Acadia Parish, State of Louisiana, whose permanent mailing address is declared to be 1094 Higginbotham Hwy, Church Point, La 70525; hereinafter referred to as

and

PAMELA MARIE VINCENT ZIMMERMAN (SSN: XXX-XX-4482), a single woman, a resident of the lawful age of Lafayette Parish, State of Louisiana, whose permanent mailing address is declared to be 200 Tuscany Valley Drive, Lafayette, La 70506; hereinafter referred to as (Vendors),

who, being by me first duly sworn, declared that Vendor does, by these presents grant, bargain, sell, convey, transfer, set over, assign, abandon and deliver, with all legal warranties and with full substitution and subrogation in and to all rights and actions of warranty which Vendor has or may have against all preceding owners and vendors, unto:

HEBERT'S BOUDIN & CRACKLINS, LLC (TIN: XX-XXX9249), a Louisiana limited liability company, domiciled in the Parish of Lafayette, State of Louisiana, represented herein by Lynwood A. Hebert, its duly authorized agent, whose permanent mailing address is declared to be 319 Brentwood Blvd, Lafayette, La 70503; hereinafter referred to as (Purchaser),

here present and accepting, purchasing for Purchaser, Purchaser's successors, heirs and assigns, and acknowledging due delivery and possession thereof, all and singular the following described property, to-wit:

That certain tract or parcel of land together with all buildings and improvements thereto appertaining, lying in Sections 35 and 63, T-8-S, R-6-E, St. Martin Parish, Louisiana, being "0.827 AC." as shown on that plat of survey, by Morgan Goudeau & Associates dated May 12, 2017, an original of which is attached hereto.

Being a portion of the property acquired by JOP filed May 5, 2015 under Entry No. 487207.

Municipal Address: 2926 Grand Point Hwy., Breau Bridge, LA 70517

To have and to hold the Property unto Purchaser, Purchaser's successors, heirs and assigns forever.

**SELLER reserves all oil, gas and mineral rights in, under or pertaining to the property herein conveyed. Surface operations of any kind or nature whatsoever in connection with said mineral reservation are specifically prohibited, and SELLER waives all surface rights.**

This sale is made and accepted for and in consideration of the price and sum of **One Hundred Thousand and 00/100 (\$100,000.00) DOLLARS** cash, which Purchaser has well and truly paid, in ready and current money, to Vendor, who hereby acknowledges the sufficiency and receipt thereof and grants full acquittance and discharge therefor.

The Property is sold subject to any and all applicable covenants, conditions, restrictions, servitudes, rights of way, outstanding mineral interests and other matters which may appear in the chain of title of title or elsewhere in the public records of ST. MARTIN Parish, Louisiana, including without limitation the following

1. Right of way and/or servitude to GSU filed November 4, 1960 under Entry No. 116477 and filed November 6, 1985 under Entry No. 231971.
2. Right of way and/or servitude to Royal International Petroleum Corporation filed June 13, 1994 under Entry No. 272002.
3. Right of way and/or servitude as reserved at that Cash Sale filed April 5, 2002 under Entry No. 338009.
4. Right of way and/or servitude to Air Products and Chemicals, Inc. filed March 24, 2011 under Entry No. 443846.
5. Right of way and/or servitude for pipeline filed June 26, 1961 under Entry No. 118850 and filed July 21, 1964 under Entry No. 129452 and filed July 2, 1968 under Entry No. 143997 and filed February 6, 1969 under Entry No. 146028.

the reference to or enumeration of which shall not serve to interrupt or revive prescription thereon, recognize the validity thereof, or acknowledge, ratify or confirm same.

All parties herein acknowledge that their current month to month lease between all parties is hereby cancelled.

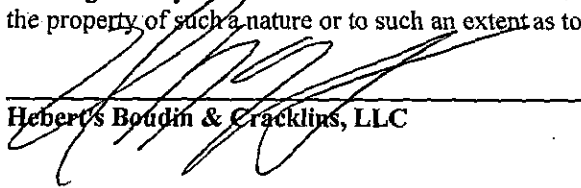
All ad valorem taxes due the Parish of ST. MARTIN up to and including the taxes due and payable in the year 2016 have been paid and have been prorated through the date of this transaction. The responsibility for the adjustment of any tax proration is assumed by Vendor and Purchaser. The responsibility for the application for a homestead exemption and/or the payment of taxes due in the year 2017 and all future years is assumed by Purchaser.

Vendor and Purchaser acknowledge that the Conveyance and Mortgage Certificates are open, undated and unsigned and relieve and release Bayou Title, Inc., its members, managers, officers, agents and employees and the undersigned Notary Public from any and all responsibility in connection therewith. Vendor and Purchaser waive the production of Mortgage, Conveyance and Tax Research Certificates and relieve and release Bayou Title, Inc., its members, managers, officers, agents and employees and the undersigned Notary Public from any and all responsibility in connection with the non-production of same.

Vendor and Purchaser acknowledge that a current survey has not been produced in connection with this transaction and relieve and release Bayou Title, Inc., its members, managers, officers, agents and employees and the undersigned Notary Public from any and all responsibility for fence misalignments, servitudes, rights of way, encroachments, discrepancies in dimensions, rights of parties in possession and any and all other matters which might be disclosed on a current survey.

Vendor and Purchaser covenant and agree that the Property and all buildings, improvements and component parts thereon, and plumbing, electrical systems, mechanical equipment, heating and air conditioning systems, built-in appliances and all other items located on or in the Property are conveyed by Vendor and accepted by Purchaser "AS IS, WHERE IS," and "WITH ALL FAULTS," without any warranty of any kind whatsoever, even as to metes and bounds, the operation or suitability of such property for the use intended by purchaser, and without regard to the presence of apparent or hidden defects and with purchaser's full and complete waiver of any and all rights for the return of all or any part of the purchase price by the reason of any such defects. Purchaser acknowledges and declares that neither vendor nor any party whomsoever, acting or purporting to act in any capacity whatsoever on behalf of vendor, has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise, and upon which purchaser has relied, concerning the existence or non-existence of any quality, characteristic or condition of the property. Without limiting the foregoing, purchaser acknowledges and declares that neither vendor nor any party whomsoever, acting or purporting to act in any capacity whatsoever on behalf of vendor, has made any representation or warranty as to, and purchaser expressly waives any

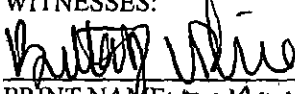
warranty as to: (a) the quality, nature, adequacy or physical condition of the property including, but not limited to, the structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities or the electrical, mechanical, hvac, plumbing, sewage or utility systems, facilities or appliances at the property, if any; (b) the quality, nature, adequacy or physical condition of soils, sub-surface support or ground water at the Property; (c) the existence, quality, nature, adequacy or physical conditions of any utilities serving the property, or access thereto; (d) the development potential of the Property or its habitability, marketability, fitness, suitability or adequacy for any particular purpose; (e) the zoning classification, use or other legal status of the Property; (f) the property's, or its operations' compliance with any applicable codes, laws, regulations, statutes, ordinances, covenants, setback requirements, conditions or restrictions of any governmental or quasi-governmental entity or of any other person or entity; (g) the quality of any labor or materials relating in any way to the property; or (h) the nature, status and extent of any right of way, servitude, lease, right of redemption, possession, lien, encumbrance, license, reservation, covenant, condition, restriction or any other matter affecting title to the Property. Purchaser has had full, complete and unlimited access to the property for all tests and inspections which Purchaser, in Purchaser sole discretion, deems sufficiently diligent for the protection of Purchaser's interests. Purchaser expressly waives the warranty of fitness and the warranty against redhibitory vices and defects, whether apparent or latent, imposed by LSA - C.C. art. 2475, any other applicable state or federal law and the jurisprudence thereunder. Purchaser also waives any rights it may have in redhibition or to a reduction of the purchase price pursuant to LSA - C.C. arts. 2520 through 2548, inclusive, in connection with the property. Purchaser declares and acknowledges that these waivers have been brought to Purchaser's attention and explained in detail and that Purchaser has voluntarily and knowingly consented to these waivers. By its signature, purchaser expressly acknowledges all such waivers. Without limiting the foregoing, purchaser releases Vendor from any and all claims, demands, causes of action, judgments, losses, damages, liabilities, costs and expenses (including attorney's fees whether suit is instituted or not), whether known or unknown, liquidated or contingent (claims) arising from or related to (a) any defects, errors or omissions in the design or construction of the property, whether the same are a result of negligence or otherwise; (b) other conditions (including environmental conditions) affecting the property, patent or latent, whether the same are as a result of negligence or otherwise; (c) Purchaser's ability or inability to obtain or maintain building permits, either temporary or final certificates of occupancy or other licenses for the use or operation of the property and/or certificates of compliance for the property; (d) the actual or potential income or profits to be derived from the Property; or (e) the real estate taxes or assessments now or hereafter payable thereon. The release set forth in this paragraph specifically includes any claims under any environmental laws, under the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.), or with respect to any environmental risk. "Environmental laws" include without limitation, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §6901, et seq.), the Emergency Planning and Community Right to Know Act (42 U.S.C. §110, et seq.), the Clean Air Act (42 U.S.C. §7401, et seq.), the Clean Water Act (33 U.S.C. §1251 et seq.), the Toxic Substances Control Act (15 U.S.C. §260,1 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §1801, et seq.), the Occupational Safety and Health Act (29 U.S.C. §651, et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §136, et seq.), the Safe Drinking Water Act (42 U.S.C. §300, et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601, et seq.), the Louisiana Environmental Quality Act (LSA -R. S. 30:2001, et seq.) and the Superfund Amendment and Reauthorization Act, as any of the same may be amended from time to time, and any state or local law dealing with environmental matters, and any regulation, order, rule, procedure, guideline and the like promulgated in connection therewith, regardless of whether the same are in existence on the date of this act. "Environmental risk" consists of any risk to persons or the environment, including without limitation (a) the presence of any friable, damaged asbestos upon the property; and/or (b) the release or discharge of any "hazardous substance" or "hazardous waste" (as defined by any environmental laws) onto or from the property of such a nature or to such an extent as to require clean-up under applicable law.

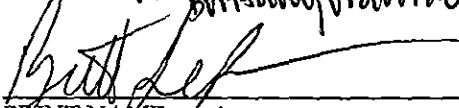


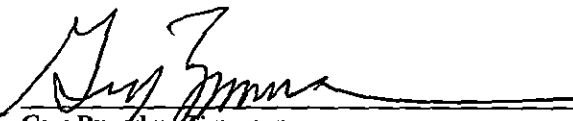
Hebert's Boudin & Cracklins, LLC

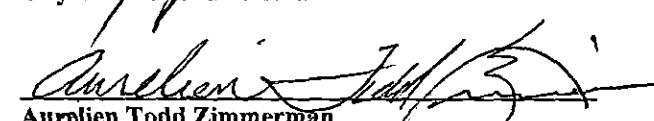
THUS DONE AND PASSED in my office in ST. MARTIN Parish, Louisiana, on the day, month and year herein above first written, in the presence of the undersigned competent witnesses, who hereunto sign their names with Vendor and Purchaser and me, Notary Public, after due reading of the whole.

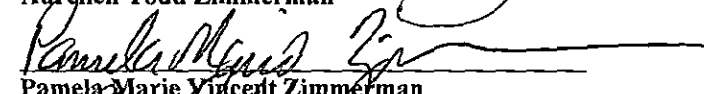
WITNESSES:

  
PRINT NAME: Brittany Vidrine

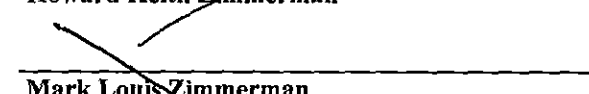
  
PRINT NAME: Britt LeBlanc

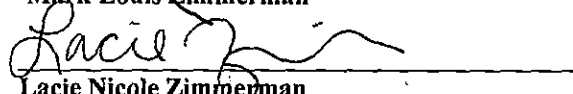
  
Guy Brendon Zimmerman

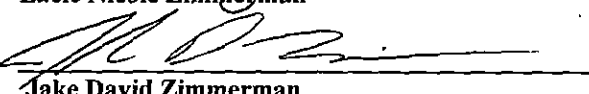
  
Aurelien Todd Zimmerman

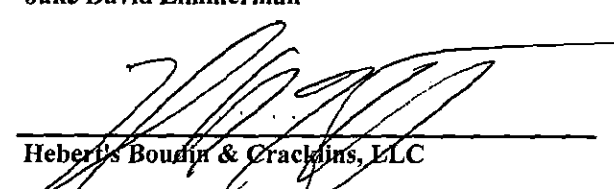
  
Pamela Marie Vincent Zimmerman

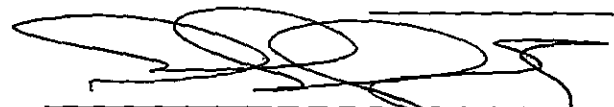
  
Howard Keith Zimmerman

  
Mark Louis Zimmerman

  
Lacie Nicole Zimmerman

  
Jake David Zimmerman

  
Hebert's Bouffard & Cracklins, LLC



\_\_\_\_ NOTARY PUBLIC



LOUIS R. LABRUYERE, IV  
BAR ROLL #23175  
STATE OF LOUISIANA  
PARISH OF ST. LANDRY  
My Commission Expires Upon Death

Title Ins. Prod: Bayou Title, Inc.  
Address: 1700 Belle Chasse Hwy., Suite A200, Gretna, Louisiana 70056  
Prod. Lic. # 257049  
Title Ins. Underwriter: WFG NATIONAL TITLE INSURANCE COMPANY  
Title Opinion By: Louis R. LaBruyere IV  
LA Bar Roll #: 23175

THUS DONE AND PASSED in my office in Houston, TX 1<sup>ST</sup> June 2017, on the day, month and year herein above first written, in the presence of the undersigned competent witnesses, who hereunto sign their names with Vendor and Purchaser and me, Notary Public, after due reading of the whole.

WITNESSES:

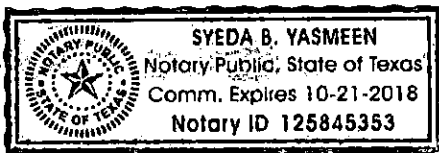
[Signature]

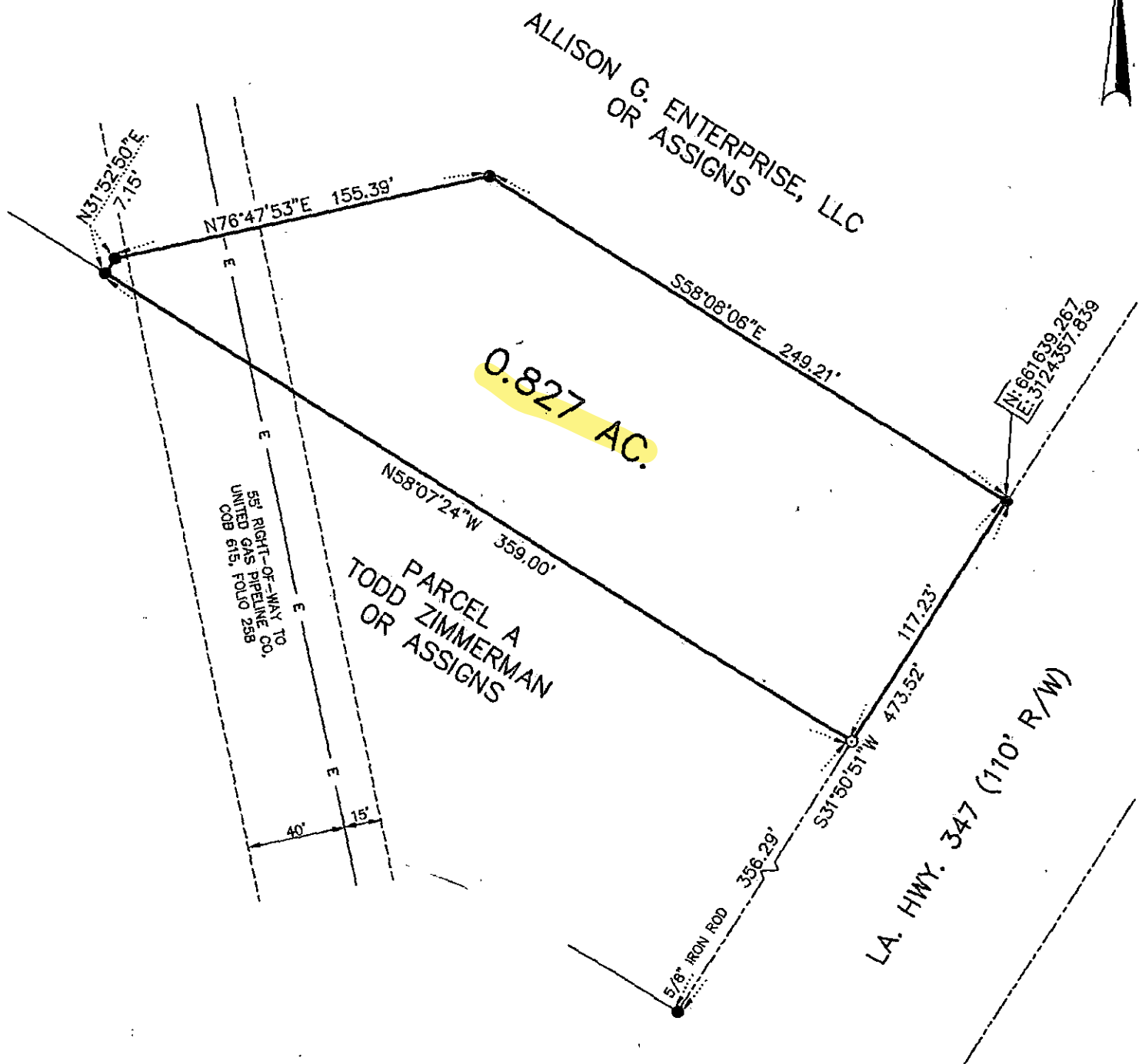
[Signature]

[Signature]  
Mark Louis Zimmerman

[Signature]

NOTARY PUBLIC





NO ATTEMPT HAS BEEN MADE BY MORGAN GOUDEAU & ASSOCIATES, INC. TO VERIFY TITLE, ACTUAL LEGAL OWNERSHIP, SERVITUDES, EASEMENTS, RIGHTS OF WAY OR OTHER BURDENS ON THE PROPERTY OTHER THAN THAT FURNISHED BY THE OWNER OR OWNER'S REPRESENTATIVE.

BEARINGS AND COORDINATES ARE BASED ON NAD 83 (2011) STATE PLANE COORDINATE SYSTEM LOUISIANA SOUTH ZONE.

I CERTIFY THAT THIS PLAT WAS PERFORMED IN ACCORDANCE WITH THE APPLICABLE STANDARDS OF PRACTICES FOR A CLASS C SURVEY (RESIDENTIAL & SUBURBAN) AS STIPULATED IN THE MINIMUM STANDARDS FOR PROPERTY SURVEYS, CHAPTER 25, LAC TITLE 46:LXI.

- ⊙ DENOTES SET 1/2" IRON ROD
- DENOTES FOUND 1/2" IRON ROD (UNLESS INDICATED OTHERWISE)

  
BRANDON S. BREAU, P.L.S. NO. 4946

REFERENCE PLATS:  
A. E. MONTAGNET DATED FEBRUARY 16, 2015  
ROBERT L. WOLFE, JR. DATED SEPTEMBER 22, 2008

PLAT OF SURVEY  
FOR HEBERT'S BOUDIN AND CRACKLINS, LLC SHOWING A 0.827 ACRE TRACT OF LAND BEING A PORTION OF PARCEL A SITUATED IN SECTIONS 35 AND 63, TOWNSHIP 8 SOUTH, RANGE 6 EAST ST. MARTIN PARISH, LOUISIANA.

certified correct



**MORGAN GOUDEAU & ASSOCIATES**

Consulting Engineers & Land Surveyors  
1703 West Landry St. Opelousas, Louisiana 70570  
(337) 948-4222

date 05/12/17  
scale 1"=60'  
drawn BJL  
project 18594

## St. Martin Parish Recording Page

Becky P Patin  
CLERK OF COURT  
P.O. BOX 308  
St. Martinville, LA 70582  
(337) 394-2210

**First VENDOR**

ZIMMERMAN, HOWARD KEITH SUCC OF

**First VENDEE**

ZIMMERMAN, HOWARD KEITH

Index Type : CONVEYANCE

Inst Number : 553680

Type of Document : JUDGMENT OF POSSESSION

Book : 1865

Page : 428

Recording Pages : 6

### Recorded Information

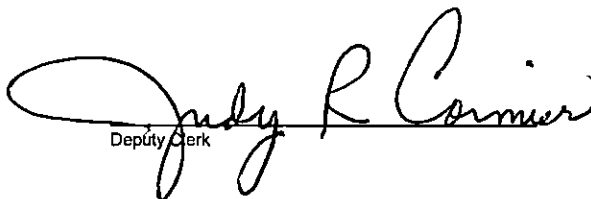
I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Martin Parish, Louisiana.



On (Recorded Date) : 03/17/2022

At (Recorded Time) : 8:52:14AM



  
Deputy Clerk

Doc ID - 008271770006

## Lafayette Parish Recording Page

Louis J. Perret  
Clerk of Court  
P.O. Box 2009  
Lafayette, LA 70502-2009  
(337) 291-6400

**First VENDOR**

ZIMMERMAN, HOWARD KEITH

**First VENDEE**

ZIMMERMAN, PAUL J

**Index Type :** CONVEYANCES

**File Number :** 2022-00007591

**Type of Document :** JUDGMENT OF POSSESSION

**Recording Pages :** 5

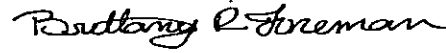
### Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafayette Parish, Louisiana.

  
Clerk of Court

CLERK OF COURT  
LOUIS J. PERRET  
Parish of Lafayette

I certify that this is a true copy of the attached  
document that was filed for registry and  
Recorded 02/23/2022 at 2:33:14  
File Number 2022-00007591

  
Deputy Clerk



On (Recorded Date) : 02/23/2022

At (Recorded Time) : 2:33:14PM



Lafayette Parish  
Filed Feb 22, 2022 3:57 PM  
Daria Veron  
Deputy Clerk of Court

P-20220150  
J

SUCCESSIONS : FIFTEENTH JUDICIAL DISTRICT COURT  
OF : NUMBER: P-20220150

HOWARD KEITH ZIMMERMAN, and his wife,  
JULIANA JOLET ZIMMERMAN : LAFAYETTE PARISH, LOUISIANA

JUDGMENT OF POSSESSION

On considering the petition of the descendant heirs of the decedents and the universal legatees of Howard Keith Zimmerman, to be placed in possession of the estates of decedents, it appearing that no inheritance taxes are due the State of Louisiana, nor is a Louisiana Inheritance tax return required to be filed herein, and it further appearing that there is no necessity for administration of the decedents' estates, and the law and evidence being in favor of petitioners:

IT IS ORDERED, ADJUDGED AND DECREED that no inheritance taxes are due the State of Louisiana, nor is a Louisiana Inheritance tax return required to be filed herein, subject to the provisions of Code of Civil Procedure, Article 2954.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the administration of the decedents estates be and the same are hereby dispensed with.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that HOWARD KEITH ZIMMERMAN, be and he is hereby recognized as the surviving spouse in community with the decedent, JULIANA JOLET ZIMMERMAN, and as such, declared to be the owner in his own right and sent into possession of an undivided one-half (1/2) interest of all properties of whatever kind or nature belonging to the community of acquets and gains heretofore existing between them, and as universal legatee under the terms and provisions of the her last will and testament, duly probated herein, and as such, declared to be owner and sent into possession of all properties of whatever kind or nature that she died possessed of or owning, and more particularly with reference to the following described property, to-wit:

COMMUNITY PROPERTY

ITEM 1:

That certain lot of land, together with all buildings and improvements thereon, and all rights, ways, privileges, servitudes and advantages thereto appertaining, and all appurtenances thereof, situated in the BAYOU LAND ACRES SUBDIVISION to the Parish of Lafayette, Louisiana, being known and designated as LOT 47 thereof. Said lot having a frontage of 100 feet on Carmen Street, by a depth between equal and parallel lines of 150 feet and being bounded northerly by Maryview Farm Road, southerly by Lot 46, easterly by Carmen Street and westerly by Lot 25. Said property has a municipal address of 100 Carmen Street, Lafayette, LA 70507.

Being the same property acquired under Act No. 551662, Conveyance Records of Lafayette Parish, Louisiana.

SEPARATE PROPERTY

ITEM 2.

A one-half ( $\frac{1}{2}$ ) undivided interest in and to a certain tract of land, situated near Lydia, Louisiana, in Section 26, Township 13 South, 7 East, in the Second Ward of Iberia Parish, Louisiana, together with all rights, ways, servitudes and appurtenances thereunto belonging, having a front on the east side of the Lydia-Olivier Road of 105 feet, by a depth on its northern line of 305.4 feet, and a depth on its southern line of 351 feet, and having a rear width of 95 feet, said property being bounded on the north by property of Whitney J. Olivier, on the south by property of C.O. Stroud, on the east by drainage ditch and property of Whitney J. Olivier, and the west by public highway, being the Lydia-Olivier Road; said property being more fully reflected on a plat of survey made by R.B. Marie Land Surveyor, dated February 13, 1960. Said property having a street address of 4315 Darnall Road, Lydia, LA 70569.

For derivation of title, see Act of Sale and Mortgage recorded in Conveyance Book 369, Folio 35, Entry No. 115203, Records of Iberia Parish, Louisiana.

ITEM 3.

A one-fourth ( $\frac{1}{4}$ ) undivided interest in and to a certain irregular shaped lot or parcel of ground, unimproved, situated in Section 26, Township 13 South, 7 East, in the Second Ward of Iberia Parish, Louisiana, together with all rights, ways, servitudes and appurtenances thereunto belonging, measuring and containing .479 acres, having a front of 27.5 feet on the eastern side of Darnall Road, by a depth of 635.84 feet on its northern boundary, by a depth along an irregular shaped line on the southern boundary of 657.98 feet, and being bounded on the north by Christopher Kapp, Jr., and Tract A of the hereinabove referred to plat, on the south by Raymond J. Jolet, Henry J. Rivet, David Delahoussaye, and a portion of Lot 1, Headacres Subdivision, on the west by Darnall Road, and on the east by Tract B of the hereinabove referred to Plat.

For derivation of title, see Act of Cash Sale recorded in Conveyance Book 703, Folio 123, Entry No. 79-874, Records of Iberia Parish, Louisiana.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that PAUL J. ZIMMERMAN and TIFFANY ZIMMERMAN BURT, be and they are hereby recognized as the descendant heirs of the decedent, HOWARD KEITH ZIMMERMAN, and as universal legatees under the terms and provisions of his last will and testament, duly probated herein, and as such, declared to be the owners and sent into possession, in the proportions of an undivided one-half ( $\frac{1}{2}$ ) interest to each, of the following described property, to-wit:

SEPARATE PROPERTY

ITEM 1.

That certain lot of land, together with all buildings and improvements thereon, and all rights, ways, privileges, servitudes and advantages thereto appertaining, and all appurtenances thereof, situated in the BAYOU LAND ACRES SUBDIVISION to the Parish of Lafayette, Louisiana, being known and designated as LOT 47 thereof. Said lot having a frontage of 100 feet on Carmen Street, by a depth between equal and parallel lines of 150 feet and being bounded northerly by Maryview Farm Road, southerly by Lot 46, easterly by Carmen Street and westerly by Lot 25, Said property having a municipal address of 100 Carmen Street, Lafayette, LA 70507.

Being the same property acquired under Act No. 551662, Conveyance Records of Lafayette Parish, Louisiana.

ITEM 2.

A one-half (½) undivided interest in and to a certain tract of land, situated near Lydia, Louisiana, in Section 26, Township 13 South, 7 East, in the Second Ward of Iberia Parish, Louisiana, together with all rights, ways, servitudes and appurtenances thereunto belonging, having a front on the east side of the Lydia-Olivier Road of 105 feet, by a depth on its northern line of 305.4 feet, and a depth on its southern line of 351 feet, and having a rear width of 95 feet, said property being bounded on the north by property of Whitney J. Olivier, on the south by property of C.O. Stroud, on the east by drainage ditch and property of Whitney J. Olivier, and the west by public highway, being the Lydia-Olivier Road; said property bingh more fully reflected on a plat of survey made by R.B. Marie Land Surveyor, dated February 13, 1960. Said property having a street address of 4315 Darnall Road, Lydia, LA 70569.

For derivation of title, see Act of Sale and Mortgage recorded in Conveyance Book 369, Folio 35, Entry No. 115203, Records of Iberia Parish, Louisisana.

ITEM 3.

A one-fourth (1/4th) undivided interest in and to a certain irregular shaped lot or parcel of ground, unimproved, situated in Section 26, Township 13 South, 7 East, in the Second Ward of Iberia Parish, Louisiana, together with all rights, ways, servitudes and appurtenances thereunto belonging, measuring and containing .479 acres, having a front of 27.5 feet on the eastern side of Darnall Road, by a depth of 635.84 feet on its northern boundary, by a depth along an irregular shaped line on the southern boundary of 657.98 feet, and being bounded on the north by Christopher Kapp, Jr., and Tract A of the hereinsbove referred to plat, on the south by Raymond J. Jolet, Henry J. Rivet, David Delahoussaye, and a portion of Lot 1, Headacres Subdivision, on the west by Darnall Road, and on the east by Tract B of the hereinabove referred to Plat.

For derivation of title, see Act of Cash Sale recorded in Conveyance Book 703, Folio 123, Entry No. 79-874, Records of Iberia Parish, Louisiana.

ITEM 4.

An undivided 15.4795% interest in and to the following:

That certain tract of land situated in the eastern portion of Section 63 and partly in Section 35, Township 8 South, Range 6 East, Ward Five, St. Martin Parish, Louisiana, containing forty-two (42.00) arpents, more or less, bounded north by property of Alton Huval, or assigns, south by property of Eugene E. Dupuis, or assigns in part and in part by property of heirs of Adele Guidry and Beauregard Dupuis, east by the public blacktop road and west by the property of Lena Dupuis, or assigns; and being further described as being composed of the following tracts of land, to-wit:

a. The north half of a certain fifty arpent tract, formerly bounded north by Dermelle Calais (aka Darmelle Calais), south by public road, east by Beauregard Dupuis and west by Madame Pauline Latiolais, this being the twetny-five arpent tract acquired by Ledelle Dupuis in Act of Partition with his co-heirs by Act 41737, Book 85, Page 419, records of St. Martin Prish, Louisiana.

b. That certain tract of land containing twenty-four arpents, more or less, bounded, now or formerly, north by Alton Huval and Dermelle Calais (aka Darmelle Calais), south by balance of property of Adele Guidry, east by Alton Huval and public road and west by property of Ledelle Dupuis. The southern boundary line of this tract being formed by a prolongation to the east of the south line of that tract of land belonging to Ledelle Dupuis which is situated west of this property. This being the same property acquired by Ledelle Dupuis from Adele Guidry by Act 71785, Book 138, Page 131, records of St. Martin Parish, Louisiana.

LESS AND EXCEPT THEREFROM:

(a) That certain tract of land containing six acres, irregular in shape, sold out of the northern portion of Parcels A and B above by Ledelle Dupuis to Alton Huval by Act 104268, Book 334, Page 47, records of St. Martin Parish, Louisiana.

(b) That certain tract of land transferred by Ledelle D. Dupuis, Jr., and Nellie Louise Dupuis Zimmerman to Mark Louis Zimmerman by Act recorded under Entry No. 286625, Book 1262, Page 667, records of the Clerk of Court of St. Martin Parish, Louisiana, containing 1.058 acres, more or less, irregular in shape, fronting on Louisiana Highway 347, the metes, bounds and dimensions of which are more particularly depicted on plat of survey attached to said Act recorded under Entry No. 286625, Book 1262, Page 667, records of the Clerk of Court of St. Martin Parish, Louisiana; and

(c) That certain tract of land containing six (6) acres, more or less, sold by Ledelle D. Dupuis, Jr., and Nellie Louise Dupuis Zimmerman to Allison G. Enterprise, L.L.C., by Cash Sale recorded under Entry No. 338009 of the records of the Clerk of Court of St. Martin Parish, Louisiana, the metes, bounds and dimensions of which are more particularly depicted on plat of survey attached to said Cash Sale recorded under Entry No. 338009 of the records of the Clerk of Court of St. Martin Parish, Louisiana.

Said property is subject to all reservations, easements, servitudes, rights of way and restrictions affecting same and on record with the Office of the Clerk of Court in and for the Parish of St. Martin, Louisiana. Being a portion of the same property acquired by Nellie Louise Dupuis Zimmerman by Judgment of Possession and Act of Donation recorded under Entry Nos. 120018 and 426842, respectively, of the Clerk of Court's Office in and for the Parish of St. Martin, Louisiana.

ITEM 5.

Checking Account No. ending \_\_\_\_\_, Hancock Whitney Bank.

ITEM 6.

Misc. lot of household furniture, furnishings, appliances and other contents.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that any bank, banker, trust company, or warehouseman, or other depository or any other person or corporation, etc., having on deposit or in possession, or in contact, any monies, goods, credits or any other things of value owned or belonging to the decedents herein, shall deliver same to the above named in proportions and under the conditions hereinabove set forth, this judgment being authority for disbursing same accordingly.

JUDGMENT READ, RENDERED AND SIGNED in Chambers, at Lafayette, Louisiana, this

23 day of February, 2022.



DISTRICT JUDGE

RESPECTFULLY SUBMITTED:

Kristian Earles  
SIGNED ON 2/23/2022

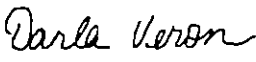
STATE OF LOUISIANA PARISH OF LAFAYETTE

LEGER & BABINEAUX,  
ATTORNEYS FOR PETITIONERS

I HEREBY CERTIFY THAT A CERTIFIED COPY  
OF THIS JUDGMENT HAS BEEN  
MAILED/SERVED ON ALL PARTIES THIS  
February 23, 2022

BY:

  
ALBERT J. LEGER, BAR NO. 08277  
309 West Main Street  
Lafayette, LA 70501  
(337) 233-7766

  
DEPUTY CLERK OF COURT

CC: ALBERT LEGER

St. Martin Parish Recording Page

Becky P Patin  
CLERK OF COURT  
P.O. BOX 308  
St. Martinville, LA 70582  
(337) 394-2210

First VENDOR

ZIMMERMAN, TODD AURELIEN SUCC OF

First VENDEE

ZIMMERMAN, GUY BRENDON

Index Type : CONVEYANCE

Inst Number : 572344

Type of Document : JUDGMENT OF POSSESSION

Book : 1914      Page : 539

Recording Pages : 5

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Martin Parish, Louisiana.



On (Recorded Date) : 05/06/2024

At (Recorded Time) : 12:07:12PM



*Jashona M. Hypolite*  
Deputy Clerk

Doc ID - 008517420005

Lafayette Parish Recording Page

Louis J. Perret  
Clerk of Court  
P.O. Box 2009  
Lafayette, LA 70502-2009  
(337) 291-6400

First VENDOR

ZIMMERMAN, TODD AURELIEN

First VENDEE

ZIMMERMAN, GUY BRENDON

Index Type : CONVEYANCES

File Number : 2024-00013077

Type of Document : JUDGMENT OF POSSESSION

Recording Pages : 4

Recorded Information

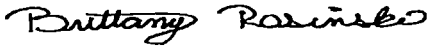
I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafayette Parish, Louisiana.

  
Clerk of Court

On (Recorded Date) : 04/30/2024

At (Recorded Time) : 2:21:23PM

CLERK OF COURT  
LOUIS J. PERRET  
Parish of Lafayette  
I certify that this is a true copy of the attached  
document that was filed for registry and  
Recorded 04/30/2024 at 2:21:23  
File Number 2024-00013077

  
Deputy Clerk



Lafayette Parish  
Filed Apr 18, 2024 2:00 PM  
Simone Vaughan  
Deputy Clerk of Court  
E-File Received Apr 18, 2024 1:37 PM

P-20240028  
E

SUCCESSION  
  
OF  
  
TODD AURELIEN ZIMMERMAN  
a/k/a AURILIEN TODD ZIMMERMAN

: 15TH JUDICIAL DISTRICT COURT  
  
  
  
  
: DOCKET NO.: P-20240028E  
  
  
  
  
: LAFAYETTE PARISH, LOUISIANA

.....

**JUDGMENT OF POSSESSION**

Considering the Petition for Possession and to Discharge Independent Executor, the Affidavit of Death, Domicile, and Heirship, and the Sworn Detailed Descriptive List, that any and all accountings have been waived, and that there is no necessity for any further administration of this Succession, the law and evidence entitling petitioners to the relief prayed for;

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that pursuant to the Last Will and Testament of Decedent, GUY BRENDON ZIMMERMAN, be and is hereby recognized as the sole legatee of Decedent, and as such, is sent into possession of Decedent’s entire estate, which is more particularly described as follows:

**ST. MARTIN PARISH:**

A. That certain tract of land situated in the eastern portion of Section 63 and partly in Section 35, T8S, Ward Five, Parish of St. Martin, Louisiana, containing forty-two (42.00) arpents, more or less, bounded north by property of Alton Huval, or assigns, south by property of Eugene E. Dupuis, or assigns in part and in part by property of heirs of Adele Guidry and Beauregard Dupuis, east by the public blacktop road and west by the property of Lena Dupuis or assigns; and being further described as composed of the following tracts of land, to-wit:

The north half of a certain fifty arpent tract, formerly bounded north by Dermelle Calais (a.k.a. Darmelle Calais), south by public road, east by Beauregard Dupuis and west by Madame Pauline Latiolais, this being the twenty-five arpent tract acquired by Ledelle Dupuis in Act of Partition with his co-heirs, Act 41737, Book 85, Page 410, records of St. Martin Parish, Louisiana.

That certain tract of land containing twenty-four arpents, more or less, bounded, now or formerly, north by Alton Huval and Dermelle Calais (a.k.a. Darmelle Calais), south by balance of property of Adele Guidry, east by Alton Huval and public road and west by property of Ledelle Dupuis. The Southern boundary line of this tract being formed by a prolongation to the east of the south line of that tract of land belonging to Ledelle Dupuis which is situated west of this property. This being the same property acquired by Ledelle Dupuis from Adele Guidry by Act 71785, Book 138, Page 131, records of St. Martin Parish.

**LESS AND EXCEPT THEREFROM:**

(a) That certain tract of land containing six acres, irregular in shape, sold out of the northern portion of Parcels A and B above by Ledelle Dupuis to Alton Huval by Act 104268, Book 334, Page 47, records of St. Martin Parish, Louisiana;

(b) That certain tract of land transferred by Ledelle D. Dupuis, Jr. and Nellie Louise Dupuis Zimmerman to Mark Louis Zimmerman by Act recorded under entry number 286625, Book 1262, Page 667 of the records of the Clerk of Court of St. Martin Parish, Louisiana, containing One and 58/1000 (1.058) acres, more or less, irregular in shape, fronting on Louisiana Highway 347, the metes, bounds and dimensions of which are more particularly depicted in the Plat of Survey attached to said Act recorded under entry number 286625, Book 1262, Page 667 of the records of the Clerk of Court of St. Martin Parish, Louisiana; and

(c) That certain tract of land containing six (6) acres, more or less, sold by Ledelle D. Dupuis, Jr. and Nellie Louise Dupuis Zimmerman to Allison G. Enterprise, L.L.C. by Cash Sale recorded under entry number 338,009 of the records of the Clerk of Court of St. Martin Parish, Louisiana, the metes, bounds and dimensions of which are more particularly depicted in the Plat of Survey attached to said Cash Sale recorded under entry number 338,009 of the records of the Clerk of Court of St. Martin Parish, Louisiana.

Said property is subject to all reservations, easements, servitudes, rights of way and restrictions affecting same and on record with the Office of the Clerk of Court in and for the Parish of St. Martin, Louisiana. Being a portion of the same property acquired by Nellie Louise Dupuis Zimmerman by Judgment of Possession and Act of Donation recorded under Entry Nos. 120018 and 426842, respectively, of the Clerk of Court's Office in and for the Parish of St. Martin, Louisiana.

#### **LAFAYETTE PARISH:**

B. An undivided two-thirds (2/3) interest in those six (6) certain lots of Ground, situated in the Golf Course Addition to the City of Lafayette, Louisiana being known and as Lots 279, 279-A, 280, 280-A, 281 and 281-A of said Addition said Lots being contiguous and together measure 75 feet front on Oklahoma Street by a depth between lines of 110, and together are bounded North by Lots 282 and 282-A, South by Lots 278 and 278-A, East by property of W. T. Webb, or assigns, and West by Oklahoma Street. Said property being the property acquired by Aurelien Zimmerman by Act 315403 of the records of Lafayette Parish, Louisiana.

Said property is subject to all reservations, easements, servitudes, rights of way and restrictions affecting same and on record with the Office of the Clerk of Court in and for the Parish of Lafayette, Louisiana.

C. Parcel A. An undivided two-thirds (2/3) interest in those certain lots of land located in the City of Lafayette, Lafayette Parish, Louisiana, known and designated as Lots 1, 2, 3 and 7, Block 5, Veazey Addition of said City and Parish, together with all buildings and thereon, bounded on North by Carmel Avenue (Breux Bridge Avenue), the South by Lot 4 of said Addition, the East by Verdun Street, and the West by Lots 9, 10 and 11 of said Addition, being the same property acquired by Aurelien Zimmerman by Act No. 77-007622 of the records of Lafayette Parish, Louisiana; and bearing address, 102 Carmel Avenue, Lafayette Louisiana.

D. Parcel B. An undivided two-thirds (2/3) interest in that certain tract or parcel of land, with all improvements, known as designated as Lot No. 4 of Block 5 of Veazey Addition to the of Lafayette, having such dimensions and boundaries as are shown on the of survey of said Veazey Addition on file in the Office of the Clerk of Court of Lafayette Parish under Entry No. 61727.

Said property is subject to all reservations easements, servitudes, rights of way and restrictions same and on record with the Office of Clerk of Court in and for the Parish of Lafayette, Louisiana.



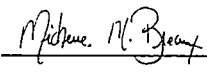
Being the same property acquired by the Decedent by Sale, by Cash Sale and by Judgment of Possession recorded under Entry Nos. 77-7622, 77 16654 and 82-247, respectively of the Clerk of Court's Office in and for the Parish of Lafayette, Louisiana.

- E. Proceeds from the sale of 601 Briargate Circle, Lafayette, LA
- F. First Horizon Checking Account No. XXXX1433
- G. First Horizon Savings Account No. XXXX3576
- H. J. P. Morgan Account No. XXXX-8696

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that all banks, bankers, trustees of any trusts in which the decedent has any beneficial interest as to income or principal, building and loan associations, investment companies, or any persons, firms, corporations or partnerships having on deposit or in their possession or control any monies, stocks, dividends, credits, goods, bonds, notes, United States Treasury Notes, United States Treasury Bonds, or other things or rights of value, for and in the name of the decedent, TODD AURELIEN ZIMMERMAN a/k/a AURILIEN TODD ZIMMERMAN are hereby empowered, directed and ordered to deliver and transfer such monies, stocks, dividends, credits, goods, bonds, notes, United States Treasury Notes, United States Treasury Bonds, or other things or rights of value which form a part of the estate of the decedent, TODD AURELIEN ZIMMERMAN a/k/a AURILIEN TODD ZIMMERMAN, as hereinabove set forth, to the heir of Decedent as provided herein.

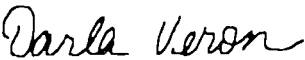
**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED** that Guy Brendon Zimmerman, is discharged, relieved, and released from any further duty, responsibility, and authority as Independent Executrix of this Succession

**JUDGMENT READ, RENDERED AND SIGNED** in Chambers at Lafayette, Louisiana, this 30 day of April 2024.

  
\_\_\_\_\_  
**JUDGE**  
**15TH JUDICIAL DISTRICT COURT**  
**LAFAYETTE PARISH, LOUISIANA**  
MICHELLE M. BREAUX, District Judge  
SIGNED ON 4/30/2024

STATE OF LOUISIANA PARISH OF LAFAYETTE

I HEREBY CERTIFY THAT A CERTIFIED COPY  
OF THIS JUDGMENT HAS BEEN  
MAILED/SERVED ON ALL PARTIES THIS  
April 30, 2024



DEPUTY CLERK OF COURT

CC: TED W HOYT

St. Martin Parish Recording Page

Becky P Patin  
CLERK OF COURT  
P.O. BOX 308  
St. Martinville, LA 70582  
(337) 394-2210

First VENDOR

ZIMMERMAN, GUY B

First VENDEE

TOWN OF HENDERSON

Index Type : CONVEYANCE

Inst Number : 573104

Type of Document : CASH SALE & PLAT

Recording Pages : 6

Book : 1916 Page : 535

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Martin Parish, Louisiana.



On (Recorded Date) : 06/11/2024

At (Recorded Time) : 1:02:24PM



*Judy R Cormier*  
Deputy Clerk

Doc ID - 008527960006

STATE OF LOUISIANA  
PARISH OF ST. MARTIN

ACT OF CASH SALE

BE IT KNOWN, that on the day and dates herein below set forth, before me, Notary Public, duly commissioned and qualified, and in the presence of the undersigned witnesses, personally came and appeared:

**Guy B. Zimmerman**, 222 Bridgewater Place, Breaux Bridge, LA70517, SSAN No. XXX-XX-5686; **Pamela V. Zimmerman**, 187 Steiner Rd., Lafayette, LA 70508, SSAN No. XXX-XX-4482; **Jake D Zimmerman**, 187 Steiner Rd., Lafayette, LA 70508, SSAN No. XXX-XX-2868; **Lacie N. Zimmerman**, 106 Finsbury Ln., Lafayette, LA 70506, SSAN No. XXX-XX-4569; **Paul J. Zimmerman**, 143 Luxford Way, Carencro, LA 70520, SSAN No. XXX-XX-2384; **Tiffany L. Zimmerman**, 109 Crabapple Hill, Lafayette, LA 70507, SSAN No. XXX-XX-7197; **Mark Louis Zimmerman**, 1301 St. John Street, Lafayette, LA 70506, SSAN No. XXX-XX-2583 (hereinafter referred to jointly as "SELLER"); and

**THE TOWN OF HENDERSON**, a political subdivision of the State of Louisiana, represented herein by its duly elected Mayor, the Honorable Sherbin Collette, pursuant to the authority vested in him, as the chief administrative officer of said political subdivision, by the governing body of said political subdivision and by the laws of the State of Louisiana (hereinafter referred to as "PURCHASER");

who declared that for the consideration hereinafter mentioned, SELLER does by these presents sell, transfer, convey and deliver unto PURCHASER the following property, with all its component parts, including all rights, ways, privileges, servitudes and appurtenances thereto belonging, all of which are the separate property of SELLER, said property being described as follows:

That certain 40' x 60' lot or parcel of ground, together with any improvements thereon, fronting on Grand Point Highway (La. Hwy 347), Section 35 and/or 63, Township 8 South, Range 6 East in St. Martin Parish, Louisiana..

This lot is a portion of a 29.89 acre tract depicted on that plat of survey dated July 14, 2023 and prepared by Kevin D. Domingue, Professional Land Surveyor, Louisiana Registration Number 4764, being designated thereon as Tract A, showing property owned by Mark Louis Zimmerman, et al. and Dale Allen Huval, to be acquired by the Town of Henderson, a copy of which plat is attached hereto and made a part hereof as though set forth herein in its entirety and marked as "Exhibit A" for identification herewith (the "Subject Property").

This sale is made with full warranty of title and subrogation to all rights and actions against previous owners. The parties hereto acknowledge and agree that the **Subject Property** has been appraised by Michael T. Cope, Licensed Louisiana Certified General Real Estate Appraiser No. APR.01157-CGA, Louisiana State Certification No. R0186, using a market value or sales comparison approach to appraise the Subject Property based upon the readily apparent and obviously visible physical condition and under currently prevailing market conditions as of July 14, 2023, and that said appraised value has been determined to be FIVE

THOUSAND TWO HUNDRED EIGHTY AND NO ONE HUNDREDTHS DOLLARS (\$5,280.00). In view of the lack of available land for the location of the much-needed sewer lift station for the Henderson Sewer Extension Project, through negotiations with seller, the agreed-upon price for the purchase of the **Subject Property** is SEVEN THOUSAND FIVE HUNDRED AND NO ONE HUNDREDTHS DOLLARS (\$7,500.00), which said price, in the form of cash in hand paid, for which acquittance is herein granted, shall serve as the Consideration for said transfer of the **Subject Property**. Ad valorem property taxes for the year of the sale shall be paid by PURCHASER.

The parties acknowledge that before executing this transfer, the PURCHASER had ample opportunity to examine and inspect the premises, improvements and property herein transferred, and the consideration for this transfer was determined and agreed upon only after PURCHASER had fully and completely inspected same to determine fitness and soundness. Other than the warranty of title herein specifically set forth, SELLER makes no warranty whatsoever, and none shall be implied as to the condition or fitness for any particular purpose of any portion or all of the premises, improvements or property herein transferred, and the same is transferred to and accepted by PURCHASER "as is."

This agreement shall be binding upon and inure to the benefit of all the parties hereto and their respective heirs, executors, administrators, assigns and successors.

For good and valuable consideration as recited herein above, the receipt of which is acknowledged, the SELLER and PURCHASER hereby agree with respect to the tract of land and improvements, as follows:

The SELLER herein reserves unto SELLER, SELLER's heirs, successors and assigns all the oil, gas and other minerals and all of the oil, gas and mineral rights which SELLER owns in, on and underlying the property herein above described and sold, but declares that SELLER herein or SELLER's successors or assigns shall have absolutely no rights whatsoever to the use of any of the surface of the property herein above described for any purpose, including without limitation, the exploration, drilling, production and/or development of the minerals herein reserved.

Notice is given that the PURCHASER first named above is designated is the party to whom all property tax and assessment notices are to be mailed, said notices to be sent to said PURCHASER at “The Town Of Henderson, P.O. Box 595, Henderson, Louisiana, 70517”.

THUS DONE AND PASSED at Henderson, Louisiana, on the 5<sup>TH</sup> day of June, 2024, in the presence of the undersigned competent witnesses, who sign with appearers and me, Notary, after due reading of the whole.

WITNESSES:

Sue Dupuis  
Print Sue Dupuis

CHARLENE BLANCHARD  
Print CHARLENE BLANCHARD

Jerry L Mallet  
Jerry Mallet, Notary Public  
Notary No. 49438

PURCHASER:

Sherbin Collette  
Sherbin Collette  
Mayor, Town Of Henderson

THUS DONE AND PASSED at Breaux Bridge, Louisiana, on the 8<sup>TH</sup> day of June, 2024, in the presence of the undersigned competent witnesses, who sign with appearers and me, Notary, after due reading of the whole.

WITNESSES:

Jill C. Zimmerman  
Print Jill C. Zimmerman

Lindy L. Cormier  
Print Lindy L. Cormier

Jerry L Mallet  
Jerry Mallet, Notary Public  
LA Notary No. 49438

SELLER:

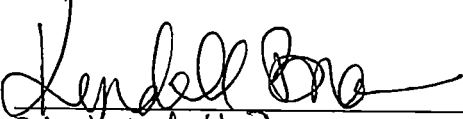
Guy B. Zimmerman  
Guy B. Zimmerman

Paul J. Zimmerman  
Paul J. Zimmerman

Tiffany L. Zimmerman  
Tiffany L. Zimmerman

THUS DONE AND PASSED at Lafayette, Louisiana, on the 8<sup>TH</sup> day of June, 2024, in the presence of the undersigned competent witnesses, who sign with appearers and me, Notary, after due reading of the whole.

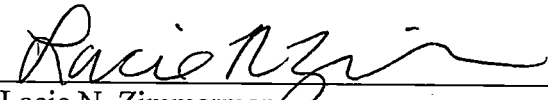
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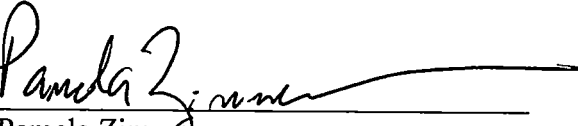
  
Print Kendall Brown

  
Print Kristi Gray

  
Jerry Mallet, Notary Public  
Notary No. 49438

SELLER:

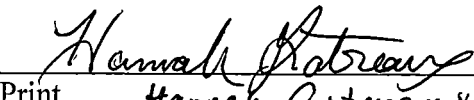
  
Lacie N. Zimmerman

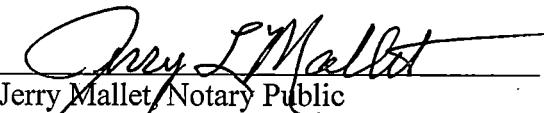
  
Pamela Zimmerman

THUS DONE AND PASSED at Lafayette, Louisiana, on the 7<sup>th</sup> day of June, 2024, in the presence of the undersigned competent witnesses, who sign with appearers and me, Notary, after due reading of the whole.

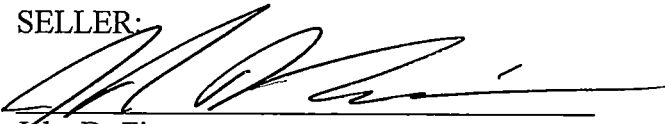
WITNESSES:

  
Print Timothy L. Skinner

  
Print Hannah Gotreau

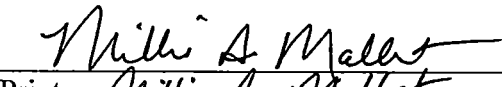
  
Jerry Mallet, Notary Public  
Notary No. 49438

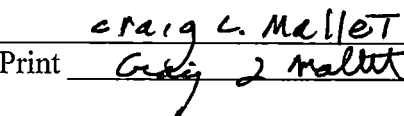
SELLER:

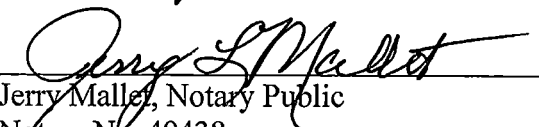
  
Jake D. Zimmerman

THUS DONE AND PASSED at Henderson Louisiana, on the 5<sup>th</sup> day of June, 2024, in the presence of the undersigned competent witnesses, who sign with appearers and me, Notary, after due reading of the whole.

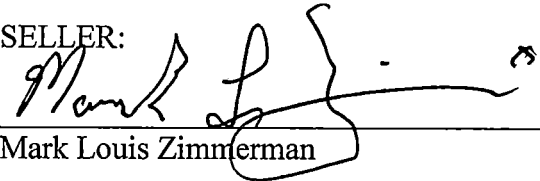
WITNESSES:

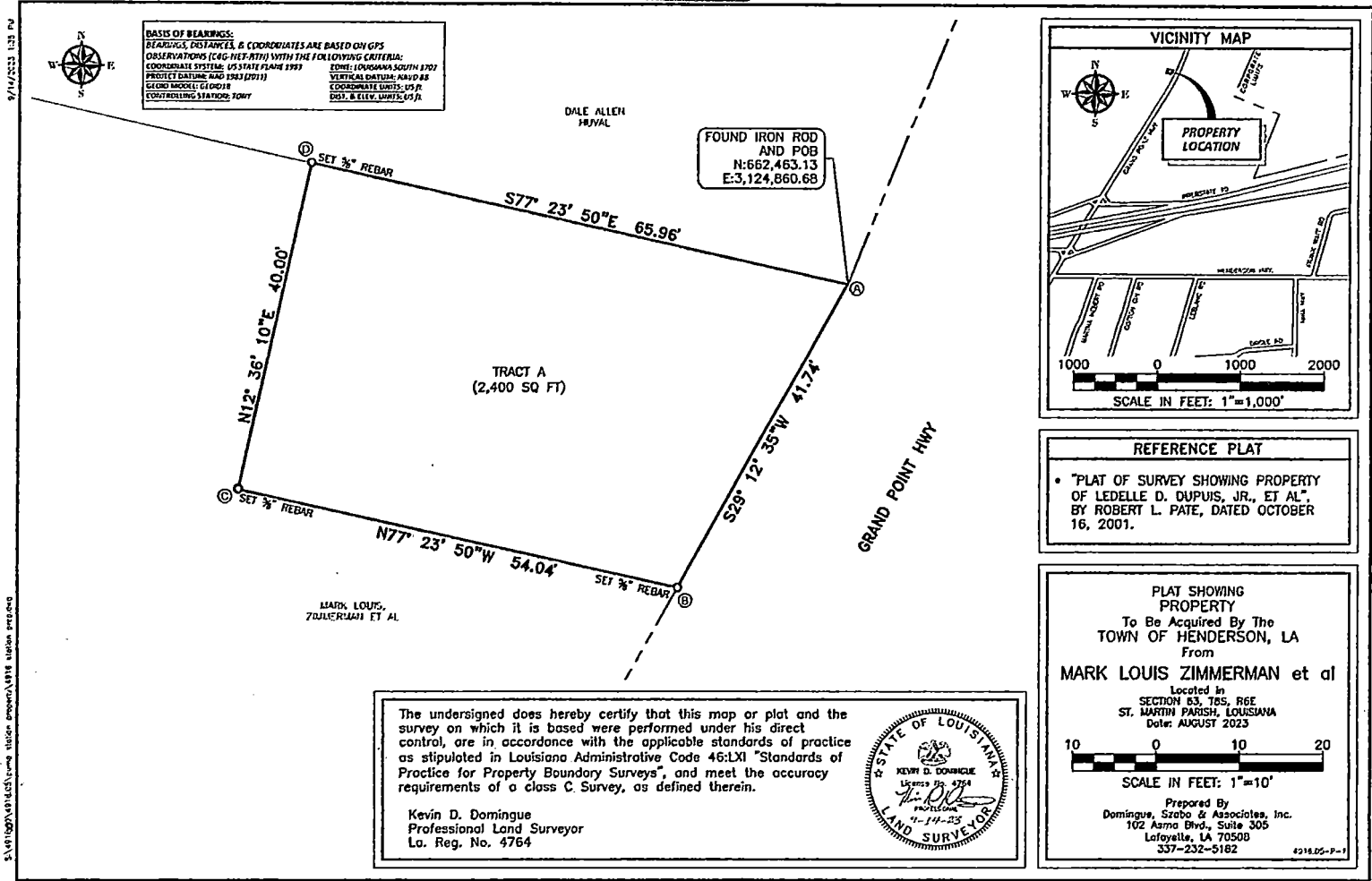
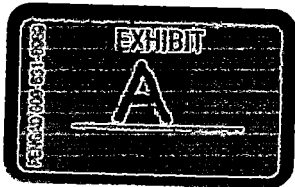
  
Print Millie A. Mallet

  
Print Craig C. Mallet

  
Jerry Mallet, Notary Public  
Notary No. 49438

SELLER:

  
Mark Louis Zimmerman





## LED Partial Title Abstract

### St. Martin Parish

Henderson I-10 Site

Parcel Number 0520001535

Assessment Number 1251950

**1.058 acres in Sec. 63 T8S R6E and Sec. 35 T8S R6E**

**Dates Researched: 1961 to March 11, 2026**

**Current Ownership:**

**Mark Louis Zimmerman – 100%**

**1301 St. John Street**

**#306**

**Lafayette, LA 70506**

| <b>Instrument 1</b>                    | <b>Servitude</b>                                          |
|----------------------------------------|-----------------------------------------------------------|
| <b>Entity Acquiring Property</b>       | <b>United Gas Pipe Line company</b>                       |
| <b>Owner of Property when Acquired</b> | <b>Ledelle D. Dupuis, Jr. and Nellie Dupuis Zimmerman</b> |
| File Number                            | 118850                                                    |
| Acreage/Lot #                          | See document                                              |
| Location                               | Sec. 63 T8S R6E                                           |
| Date Acquired/Recorded                 | 6/26/1961                                                 |
| Notes:                                 | Plat attached                                             |
|                                        |                                                           |
| <b>Instrument 2</b>                    | <b>Judgment</b>                                           |
| <b>Entity Acquiring Property</b>       | <b>American Louisiana Pipe Line Company</b>               |
| <b>Owner of Property when Acquired</b> | <b>Ledelle Dupuis, Jr., et al</b>                         |
| File Number                            | 129452                                                    |
| Acreage/Lot #                          | See document                                              |
| Location                               | Sec. 63 T8S R6E                                           |
| Date Acquired/Recorded                 | 7/21/1964                                                 |
| Notes:                                 | Plat Attached                                             |
|                                        |                                                           |
| <b>Instrument 3</b>                    | <b>Judgment</b>                                           |
| <b>Entity Acquiring Property</b>       | <b>Michigan Wisconsin Pipe Line Company</b>               |
| <b>Owner of Property when Acquired</b> | <b>Ledelle Dupuis, Jr., et al</b>                         |
| File Number                            | 143997                                                    |
| Acreage/Lot #                          | See document                                              |
| Location                               | Sec. 63 T8S R6E                                           |
| Date Acquired/Recorded                 | 7/2/1968                                                  |
| Notes:                                 | Plat attached                                             |
|                                        |                                                           |
| <b>Instrument 4</b>                    | <b>Amendment to Servitude</b>                             |
| <b>Entity Acquiring Property</b>       | <b>United Gas Pipe Line company</b>                       |
| <b>Owner of Property when Acquired</b> | <b>Ledelle D. Dupuis, Jr. and Nellie Dupuis Zimmerman</b> |
| File Number                            | 146028                                                    |



|                                        |                                                           |
|----------------------------------------|-----------------------------------------------------------|
| Acreage/Lot #                          | See document                                              |
| Location                               | Sec. 63 T8S R6E and Sec. 35 T8S R6E                       |
| Date Acquired/Recorded                 | 2/6/1969                                                  |
| Notes:                                 | Amendment to file 118850                                  |
|                                        |                                                           |
| <b>Instrument 5</b>                    | <b>Servitude Agreement</b>                                |
| <b>Entity Acquiring Property</b>       | <b>Gulf States Utilities Company</b>                      |
| <b>Owner of Property when Acquired</b> | <b>Ledelle D. Dupuis, Jr. and Nellie Dupuis Zimmerman</b> |
| File Number                            | 231971                                                    |
| Acreage/Lot #                          | See document                                              |
| Location                               | Sec. 63 T8S R6E                                           |
| Date Acquired/Recorded                 | 11/6/1985                                                 |
| Notes:                                 | Plat attached                                             |
|                                        |                                                           |
| <b>Instrument 6</b>                    | <b>Servitude Agreement</b>                                |
| <b>Entity Acquiring Property</b>       | <b>Royal International Petroleum Corporation</b>          |
| <b>Owner of Property when Acquired</b> | <b>Ledelle D. Dupuis, Jr. and Nellie Dupuis Zimmerman</b> |
| File Number                            | 272002                                                    |
| Acreage/Lot #                          | 30' ROW                                                   |
| Location                               | Sec. 63 T8S R6E and Sec. 35 T8S R6E                       |
| Date Acquired/Recorded                 | 6/13/1994                                                 |
| Notes:                                 |                                                           |
|                                        |                                                           |
| <b>Instrument 7</b>                    | <b>Sale (Sell-Off)</b>                                    |
| <b>Entity Acquiring Property</b>       | <b>Mark Louis Zimmerman</b>                               |
| <b>Owner of Property when Acquired</b> | <b>Ledelle D. Dupuis, Jr. and Nellie Dupuis Zimmerman</b> |
| File Number                            | 286625                                                    |
| Acreage/Lot #                          | 1.058 acres                                               |
| Location                               | Sec. 63 T8S R6E and Sec. 35 T8S R6E                       |
| Date Acquired/Recorded                 | 9/5/1979                                                  |
| Notes:                                 | Plat attached                                             |
|                                        |                                                           |

#### Mortgages/Liens

|                             |         |
|-----------------------------|---------|
| <b>Mortgage Certificate</b> | Unknown |
|-----------------------------|---------|

#### Maps/Plats Provided

|                                               |             |
|-----------------------------------------------|-------------|
| <b>Servitude</b>                              | File 118850 |
| <b>Judgment (Servitude)</b>                   | File 129452 |
| <b>Judgment (Servitude)</b>                   | File 143997 |
| <b>Amendment to Servitude filed at 118850</b> | File 146028 |
| <b>Servitude</b>                              | File 231971 |

|                 |             |
|-----------------|-------------|
| <b>Sell-off</b> | File 286625 |
|-----------------|-------------|

#### Ownership Names Researched

| <b>Name</b>             | <b>Dates Researched</b> |
|-------------------------|-------------------------|
| Ledelle D. Dupuis, Jr.  | 1961 to August 2009     |
| Nellie Dupuis Zimmerman | 1961 to May 2015        |
| Mark Louis Zimmerman    | 2015 to Present         |

#### Tax Information

|                    |                                    |
|--------------------|------------------------------------|
| Parish             | St. Martin Parish                  |
| Tax Year           | 2025                               |
| Assessed Ownership | <b><u>Mark Louis Zimmerman</u></b> |
| Assessment Number  | 1251950<br>Parcel No. 0520001535   |
| Municipal Address  | 2894 Grand Point Hwy<br>70517      |

# St. Martin Parish

## Assessor / Assesseeur

Todd Dugas, CCA

### Parcel Report

**ASSESSMENT LISTING**  
as of 4:30PM  
Monday, February 9, 2026

[Return to Main Search Page](#)

[View Parcel on Map](#)

**Parcel # :** 0520001535  
**Owner's Name & Address**  
ZIMMERMAN, MARK LOUIS  
1301 SAINT JOHN ST  
#306  
LAFAYETTE, LA 70506

**Owner # :** 1251950  
**Property Address :**  
2894 GRAND POINT HWY 70517

**SubDivision :**

**Percent Ownership :** 100%

**Property Description:**

1.058 AC:  
DUPUIS, HWY  
347, DUPUIS,  
DUPUISCOB:  
1262-667-286625

**S/T/R :**  
S026-T08S-R05E

**Ward:**  
HE

**Tax Dist:**  
HE

**Lot Size (Acres):**  
1.06

| Class Description | Quantity | Value | Total Homestead Credit |
|-------------------|----------|-------|------------------------|
| RES. BLDG         | 1        | 740   | 0                      |
| MISC. LAND        | 1        | 2,100 | 0                      |

|                                                |       |
|------------------------------------------------|-------|
| <b>Total Assd Value of Parcel:</b>             | 2,840 |
| <b>Percent Ownership (100%) of Assd Value:</b> | 2,840 |
| <b>This Owner's Homestead Credit:</b>          | 0     |
| <b>Owner's Taxable Value:</b>                  | 2,840 |

| Tax Type | Total Millage | Tax Before Credit | Homestead Credit | Tax Due  |
|----------|---------------|-------------------|------------------|----------|
| City     | 1.62          | \$4.60            | \$0.00           | \$4.60   |
| Parish   | 88.17         | \$250.42          | \$0.00           | \$250.42 |

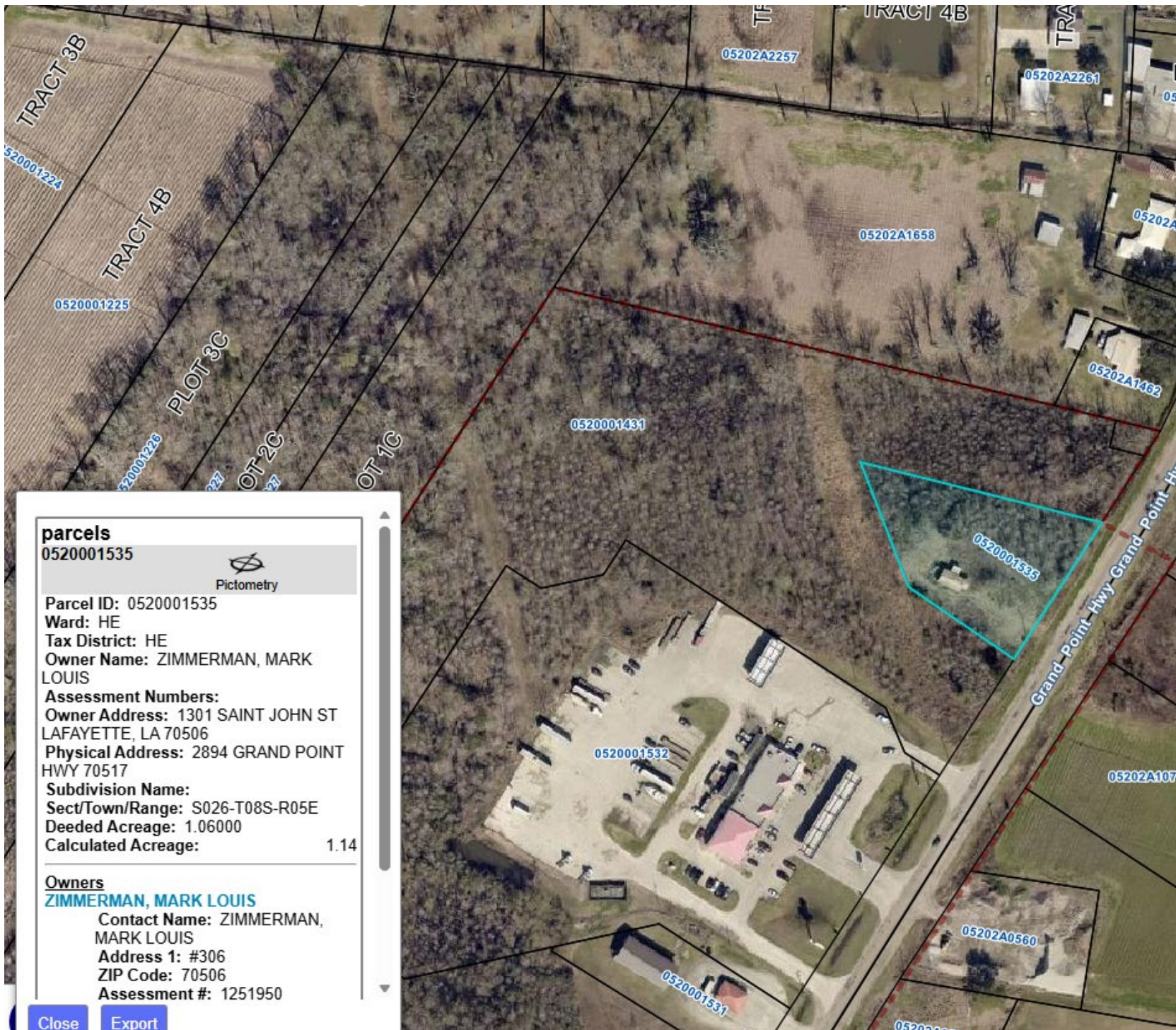
Owner Info:

| Assessment Number | Parcel Number | Taxpayer Name         | Contact Name/Address1 | Taxpayer Address2 | Taxpayer Address3 | Taxpayer City/State | Parcel Subdivision Name | Parcel Sec/Tnshp/Rng | Parcel Address             |
|-------------------|---------------|-----------------------|-----------------------|-------------------|-------------------|---------------------|-------------------------|----------------------|----------------------------|
| 1251950           | 0520001535    | ZIMMERMAN, MARK LOUIS | 1301 SAINT JOHN ST    | #306              | N/A               | LAFAYETTE, LA 70506 |                         | S026-T08S-R05E       | 2894 GRAND POINT HWY 70517 |

[Back to Master table](#)

| Tax District         | Millage | Parish/City | Millage | Total Tax Before Homestead | Homestead Credit | Taxpayer Tax |
|----------------------|---------|-------------|---------|----------------------------|------------------|--------------|
| CORP. CRIM. TAX      | 0.914   | P           |         | \$2.60                     | \$0.00           | \$2.60       |
| PARISH WIDE BOND FD  | 4.4     | P           |         | \$12.50                    | \$0.00           | \$12.50      |
| ROAD MAINT. TAX      | 3.41    | P           |         | \$9.68                     | \$0.00           | \$9.68       |
| HEALTH UNIT TAX      | 2.46    | P           |         | \$6.99                     | \$0.00           | \$6.99       |
| FIRE DEPT. MAINT.    | 5.34    | P           |         | \$15.17                    | \$0.00           | \$15.17      |
| LIBRARY TAX          | 3.67    | P           |         | \$10.42                    | \$0.00           | \$10.42      |
| LIBRARY TAX          | 3.6     | P           |         | \$10.22                    | \$0.00           | \$10.22      |
| COURTHOUSE TAX       | 1.96    | P           |         | \$5.57                     | \$0.00           | \$5.57       |
| DRAINAGE TAX         | 4.83    | P           |         | \$13.72                    | \$0.00           | \$13.72      |
| REC. & OPER. TAX     | 0.96    | P           |         | \$2.73                     | \$0.00           | \$2.73       |
| IND. PARK MAINT. TAX | 1.42    | P           |         | \$4.03                     | \$0.00           | \$4.03       |
| SCHOOL DIST. BONDS   | 21.5    | P           |         | \$61.06                    | \$0.00           | \$61.06      |
| REG. SCH. CONST.     | 2.28    | P           |         | \$6.48                     | \$0.00           | \$6.48       |
| SPECIAL SCHOOL MAINT | 7.44    | P           |         | \$21.13                    | \$0.00           | \$21.13      |
| SPECIAL SCHOOL OPER. | 1.49    | P           |         | \$4.23                     | \$0.00           | \$4.23       |
| TECHE-VERM. F/W DIST | 1.42    | P           |         | \$4.03                     | \$0.00           | \$4.03       |
| STM LAW ENF DIST     | 9.97    | P           |         | \$28.31                    | \$0.00           | \$28.31      |
| STM LAW ENF DIST     | 7.94    | P           |         | \$22.55                    | \$0.00           | \$22.55      |
| STM ASSESSMENT DIST  | 3.17    | P           |         | \$9.00                     | \$0.00           | \$9.00       |
| CITY TAX (GENERAL)   | 1.62    | C           |         | \$4.60                     | \$0.00           | \$4.60       |
| Total: \$255.02      |         |             |         | Total: \$0.00              | Total: \$255.02  |              |





### parcels

0520001535



Pictometry

Parcel ID: 0520001535

Ward: HE

Tax District: HE

Owner Name: ZIMMERMAN, MARK LOUIS

Assessment Numbers:

Owner Address: 1301 SAINT JOHN ST  
LAFAYETTE, LA 70506

Physical Address: 2894 GRAND POINT  
HWY 70517

Subdivision Name:

Sect/Town/Range: S026-T08S-R05E

Deeded Acreage: 1.06000

Calculated Acreage: 1.14

### Owners

**ZIMMERMAN, MARK LOUIS**

Contact Name: ZIMMERMAN,  
MARK LOUIS

Address 1: #306

ZIP Code: 70506

Assessment #: 1251950

Close

Export



CONVEYANCE

BOOK

PAGE

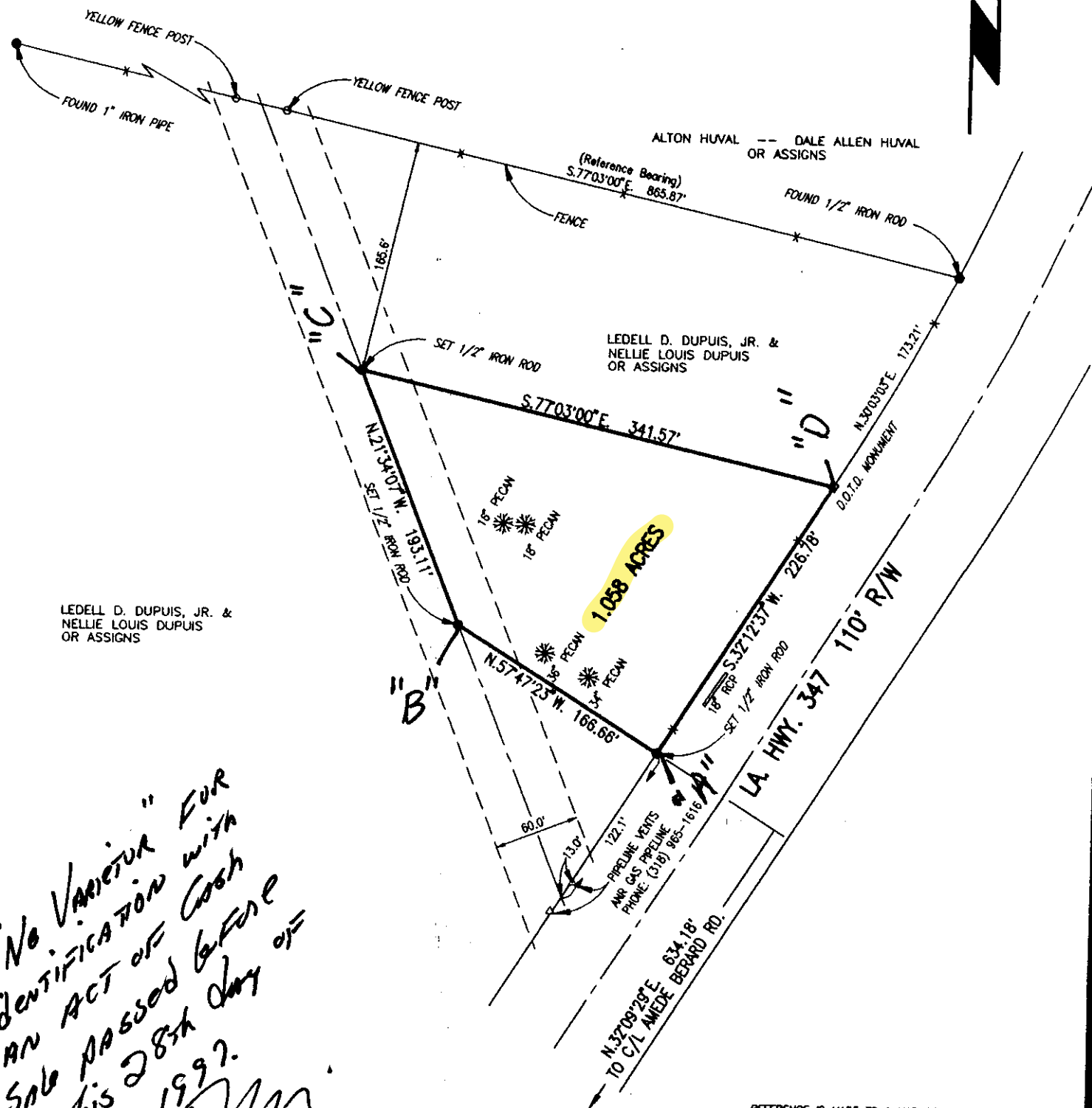
1262

669

THE ORIGINAL DRAWING OF THIS WORK IS THE PROPERTY OF C.P.S. ENGINEERING AND LAND SURVEYING, INC. REPRODUCTION OF THIS PRINT IS PROHIBITED EXCEPT BY WRITTEN PERMISSION OF THIS FIRM. ADDITIONAL INFORMATION IS OFTEN ADDED IN A CONTINUOUS UPDATING PROCESS. CHECK FOR LATEST REVISION DATE BEFORE ACTING ON DATA SHOWN. THIS FIRM IS NOT RESPONSIBLE FOR ACTIONS OR PROJECTS TAKEN BASED UPON OBSOLETE DRAWINGS FOR WHICH THIS FIRM WAS NOT SPECIFICALLY CONSULTED AND WRITTEN PERMISSION RECEIVED. SERVITUDES AND/OR RIGHTS-OF-WAY OTHER THAN THOSE NOTED MAY EXIST ON THIS PROPERTY AND OWNERS OR POTENTIAL BUYERS SHOULD BE AWARE THAT ABSTRACTING OF TITLE TO THIS PROPERTY, TO SHOW ALL ENCUMBRANCES, WAS NOT WITHIN THE SCOPE OF THIS SURVEY.

DELINEATION OF JURISDICTIONAL WETLANDS HAS NOT BEEN REQUESTED NOR IS A PART OF THIS SURVEY.

THIS PLAT WAS PREPARED CONFORMING TO THE REQUIREMENTS OF THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEY AS SET FORTH IN LAC TITLE 48: LXI, CHAPTER 25. THIS IS A CLASS "D" SURVEY.



"No Variation" FOR IDENTIFICATION with AN ACT OF Cosh Sals passed before me this 28th day of August, 1997.

REFERENCE IS MADE TO A MAP OF SURVEY SHOWING PROPERTY TO BE ACQUIRED BY MR. ALTON HUVAL FROM MR. L. D. DUPUIS, SR. BY FRED L. COLUMB, L.S., DATED OCTOBER 24, 1957.

PLAT OF SURVEY SHOWING PROPERTY TO BE ACQUIRED BY

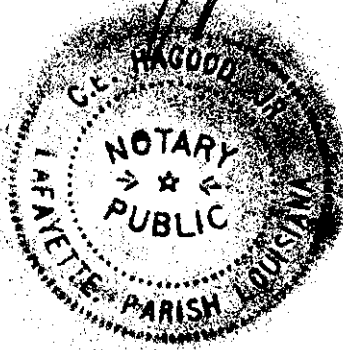
MARK LOUIS ZIMMERMAN

LOCATED IN SECTIONS 63 & 35, T 8 S - R 6 E, LA. HWY. 347, ST. MARTIN PARISH, LOUISIANA.

SURVEYED BY: C. P. S. ENGINEERING AND LAND SURVEYING, INC.

BY: Timothy L. Collins  
TIMOTHY L. COLLINS - P.L.S.  
LA. REG. NO. 4752  
SCALE 1" = 100' AUGUST 8, 1997

PREPARED FOR:  
EARL HAYGOOD  
ATTORNEY AT LAW  
B 311 P 44 JAS  
WO# 20964-F



552

RECORDED IN CONVEYANCE

118850

RECORDED

BOOK 432 FOLIO 552

'61 JUN 26 AM 9:11

STATE OF LOUISIANA

KNOW ALL MEN BY THESE PRESENTS, *Adele Guidry Dupuis*  
PARISH OF ST. MARTIN, LA.

PARISH OF ST. MARTIN

118850

That for and in consideration of SEVENTY-THREE AND NO/100 (\$73.00) DOLLARS, to the undersigned (herein styled Grantor, whether one or more) paid, the receipt of which is hereby acknowledged, the said Grantor does hereby Grant and Convey unto UNITED GAS PIPE LINE COMPANY (herein styled Grantee), its successors and assigns, a right of way and easement to construct, maintain, operate, repair, replace, change the size of and remove one <sup>natural gas and/or petroleum products</sup> pipe line and appurtenances thereto, over and through the following described lands situated in St. Martin Parish, State of Louisiana, to-wit:

50 arpents, more or less, situated in Section 63, T-8-S, R-6-E, bounded now or formerly, as follows, to-wit: North by Simon Berard Estate and the Estate of Dermalie Calais; South by La. Blacktop Highway and/or Preston Melancon; East by the Estate of Dermalie Calais & Blacktop Highway and West by Estate of Eugene Dupuis and the Estate of Adele Guidry Dupuis.

The right of way herein granted is subject to any existing oil, gas and mineral leases.

Grantee further agrees and binds itself, its successors and assigns, to indemnify and hold grantor harmless from all claims against grantors for damages arising from the construction, removal, repairing, maintaining and operation of the said pipe line.

The right of way herein granted is fifty (50') feet in width, in addition to said fifty (50') foot permanent right of way, Grantee may utilize for construction purposes an additional area twenty-five (25') feet wide. Upon completion of construction, the use of the additional working area as such shall terminate.

The right of way herein granted shall be located as shown on a map to be furnished Grantor by Grantee at Grantee's expense and said map is to be recorded in the Conveyance Records of St. Martin Parish and identified with this servitude and will be considered a part of this instrument to depict and delineate the location of the right of way herein granted.

553

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, so long as the rights and easements herein granted, or any of them, shall be used by, or useful to Grantee for the purposes herein granted, with ingress to and egress from the premises on any existing or future roads or streets and on the right of way herein granted, for the purposes of constructing, inspecting, repairing, maintaining, and replacing said <sup>natural gas and/or petroleum products</sup> pipe line of Grantee herein described, and the removal of same at will, in whole or in part.

In addition it is hereby understood and agreed that Grantee may utilize such additional working area as may be necessary to construct its road crossings.

It is specifically understood that the Grantee shall not construct any appurtenances above the level of the ground without the written consent of Grantor except where vents have to be installed at road crossings or in case a farm tap is requested by Grantor, his heirs or assigns.

Grantor shall have full use and enjoyment of the property located within said servitude provided that Grantor shall not construct or maintain any buildings or structures or plant trees on or over said fifty (50') foot servitude that would interfere with the maintenance, repair or operation of said pipe line to be constructed by Grantee. Grantor reserves the right to construct roadways, streets, irrigation or drainage ditches and rice levees across said right of way (as distinguished from running lengthwise thereon); provided that the Grantor shall not excavate across said pipe line right of way deeper than Twenty-four (24") inches from the present surface of the ground without the permission of the Grantee; Grantee agrees that such permission will not be unreasonably withheld. Grantee, its successors or assigns, shall have the right to clear, keep clear and/or remove all trees within said fifty (50') foot right of way which might interfere with the construction, maintenance or repair of said pipe line.



554

554

Grantee hereby agrees to bury said pipe to a depth of not less than forty (40") inches below the present surface of the soil, and to pay any damages which may arise to growing crops, fences or timber from the construction, maintenance and operation of said pipe line.

No sale or division of the lands hereinabove described shall increase or change the rights and obligations of the Grantee hereunder, and any subsequent owner or owners of said lands shall be substituted for and in place of Grantor herein.

Grantors do by these presents guarantee the title herein conveyed against all mortgages, liens, claims, evictions, donations, or other encumbrances or alienations whatsoever, and with full subrogation and substitution to all of their rights and actions in warranty against all previous owners and with full guarantee of title.

It is hereby understood that the party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution of this the 10th day of June, 1961.

Arvid J. Zimmerman Ledelle D. Dupuis Jr.  
Roderick L. Weber Willard Dupuis Zimmerman

555

STATE OF LOUISIANA

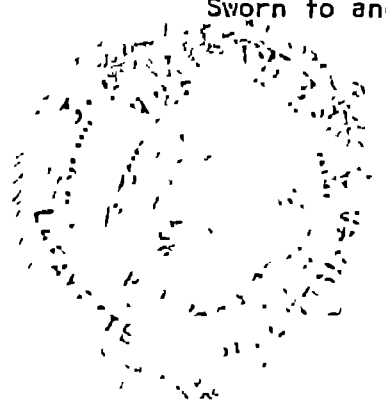
PARISH OF ~~ST. MARTIN~~ LAFAYETTE

Before me, the undersigned authority, on this day appeared RODERICK L. MILLER, who being duly sworn, deposed and said:

That he was one of the subscribing witnesses to the above and foregoing instrument; that said instrument was executed by the grantor therein, LEDELLE D. DUPUIS, JR. and NELLIE DUPUIS ZIMMERMAN, in his presence and in the presence of the other subscribing witness on the date thereof.

Roderick L. Miller  
(Signature of Subscribing Witness)

Sworn to and subscribed before me this 10th day of June, A. D. 1961

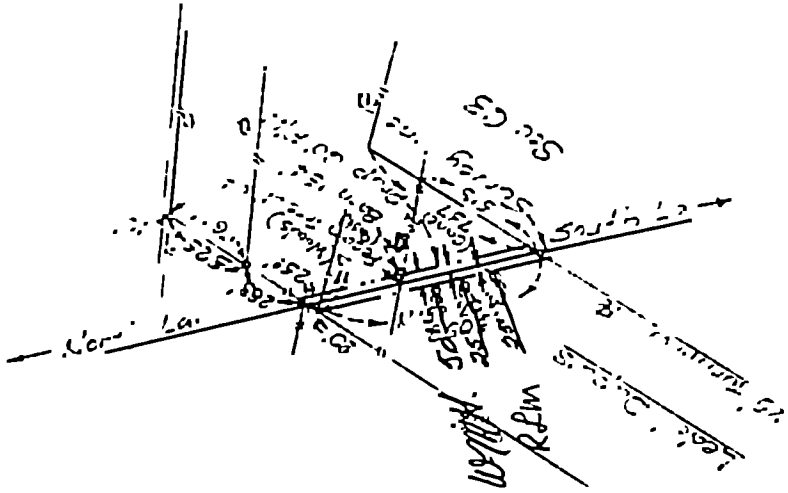


J. J. F. [Signature]  
Notary Public in and for Lafayette  
Parish, Louisiana



557

ST. MARTIN PARISH, LA.  
SEC. 2, T-8-S, R-3-E



LOCATION SKETCH

Scale: 1" = 3000'

30' South La. to North La.

| REVISION |         | DATE    |         |
|----------|---------|---------|---------|
| 1        | Initial | 10/1/50 | 10/1/50 |

| UNITED GAS PIPE LINE COMPANY    |  |
|---------------------------------|--|
| DESIGNED BY: J. H. HARRIS       |  |
| CHECKED BY: J. H. HARRIS        |  |
| APPROVED BY: J. H. HARRIS       |  |
| DATE: 10/1/50                   |  |
| PROJECT: ST. MARTIN PARISH, LA. |  |
| JOB NO.: 19495                  |  |

ST. MARTIN PARISH, LA.  
SEC. 2, T-8-S, R-3-E  
10/1/50  
10/1/50  
10/1/50  
10/1/50

DETAIL  
Scale: 1" = 500'

RECORDED

129452

RECORDED IN CONVEYANCE  
BOOK 502 FOLIO 210

'64 JUL 21 AM 11:14  
*James A. Hunt*  
DEPUTY CLERK OF COURT  
PARISH OF ST. MARTIN, LA.

129452

STATE OF LOUISIANA, PARISH OF ST. MARTIN, SIXTEENTH DISTRICT  
COURT

---o0o---

AMERICAN LOUISIANA PIPE LINE  
COMPANY

VS. NO. 19504

LEDELLE D. DUPUIS, JR., ET AL.

---o0o---

JUDGMENT

---o0o---

This suit having been regularly filed, served, set  
down for trial and trial having been had, the law and the  
evidence being in favor of the plaintiff and against the  
defendant;

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED  
that there be judgment in favor of the plaintiff and against  
the defendant granting to plaintiff a right of way and ease-  
ment, including the right of ingress and egress, over and  
across the following described property situated in St. Martin  
Parish, Louisiana, to-wit:

A tract in Section 63, T-8S, R-6E, St. Martin  
Parish, Louisiana, more particularly shown on  
the plat attached hereto and made a part here-  
of as Exhibit "A".

The right of way and easement is described as  
follows:

A right of way and easement 50 feet in width,  
being 35 feet on the southerly side and 15  
feet on the northerly side of the centerline  
of the proposed line, said centerline of the  
pipeline being more particularly described  
as follows, to-wit:

Beginning at a point in the northerly property  
line of Ledel Dupuis Estate, and southerly prop-  
erty line of Alton Huval, which point is located  
easterly 369 feet along said property line from  
the northwest corner thereof; thence S15° 18'E,  
506 feet to a point; thence S59°03'E, 135 feet  
to a point in the easterly property line of

211

Ledel Dupuis Estate and westerly property line of Louisiana State Highway #347, which point is located northerly 2434.1 feet along said property line from the intersection of said property line with the centerline of Louisiana State Highway No. 352.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the rights granted to the plaintiff shall be subject to the following limitations:

- A. Whenever it becomes necessary for Plaintiff, or its agent or contractor to cross a fence, at all times a proper enclosure will be maintained and said fence will be restored as promptly as possible to as good condition as it was prior to the crossing.
- B. The pipeline shall be buried to a depth of not less than 30 inches measured from the top of the pipe to the average level of the original ground on the two sides of the ditch in which the pipeline is laid, and all ruts and depressions caused by construction operations shall be levelled within a reasonable time after completion of the laying of such line.
- C. Plaintiff shall remove all stakes or posts which may have been put into the ground and generally restore the surface of the land to as nearly its original condition as may be practicable.
- D. Plaintiff shall have the right to place only one pipeline under the right of way and easement.
- E. The right of ingress and egress hereinabove referred to and sought herein shall be confined to the right of way and easement above described and existing public roads on the above described lands of defendant.
- F. Plaintiff shall never have the right to locate above the ground installations on or fence the whole or any part of the said easement, but defendant shall have the right to fence the whole or any part of the boundaries thereof, and/or to build cross fences.
- G. Defendant shall have the right to place along, across and over said right of way and easement as many roads, streets, sidewalks, passageways, electric light and power lines, water lines, sewer lines, gas lines, telephone poles and telephone lines and any and all other utilities as said defendant may desire, provided, however, that if the same are placed along, as distinguished from across said easement, they shall not be placed over the pipeline of plaintiff.

212

- H. That upon completion of construction of said pipeline and clean-up operations, the right of way herein sought shall reduce to thirty feet (30') in width, being fifteen feet (15') on each side of the centerline of the pipeline as shown on Exhibit "A" and thereafter plaintiff shall have no further rights to the area lying outside of said thirty-foot strip.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the plaintiff pay to the defendant, in accordance with law, the sum of Seven hundred & fifty Dollars (\$ 750<sup>00</sup>) which is adjudged to be the value of the right of way and damages resulting from the construction of the pipeline.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff pay all court costs.

JUDGMENT RENDERED, READ AND SIGNED in Open Court on this 21 day of July, 1964, in St. Martinville, Louisiana.

Rene H. Hamel  
J U D G E

Received of Plaintiff \$750.00 dollars in payment of this judgment to be held subject to withdrawal by defendants.

RECEIVED AND FILED

JUL 21 1964

James A. Theriot  
DEPUTY CLERK OF COURT

James A. Theriot  
JAMES A. THERIOT  
CHIEF DEPUTY CLERK OF COURT  
ST. MARTIN PARISH, LOUISIANA



213

ST MARTIN PARISH, LOUISIANA  
T-8-S, R-6-E  
SECTION 63

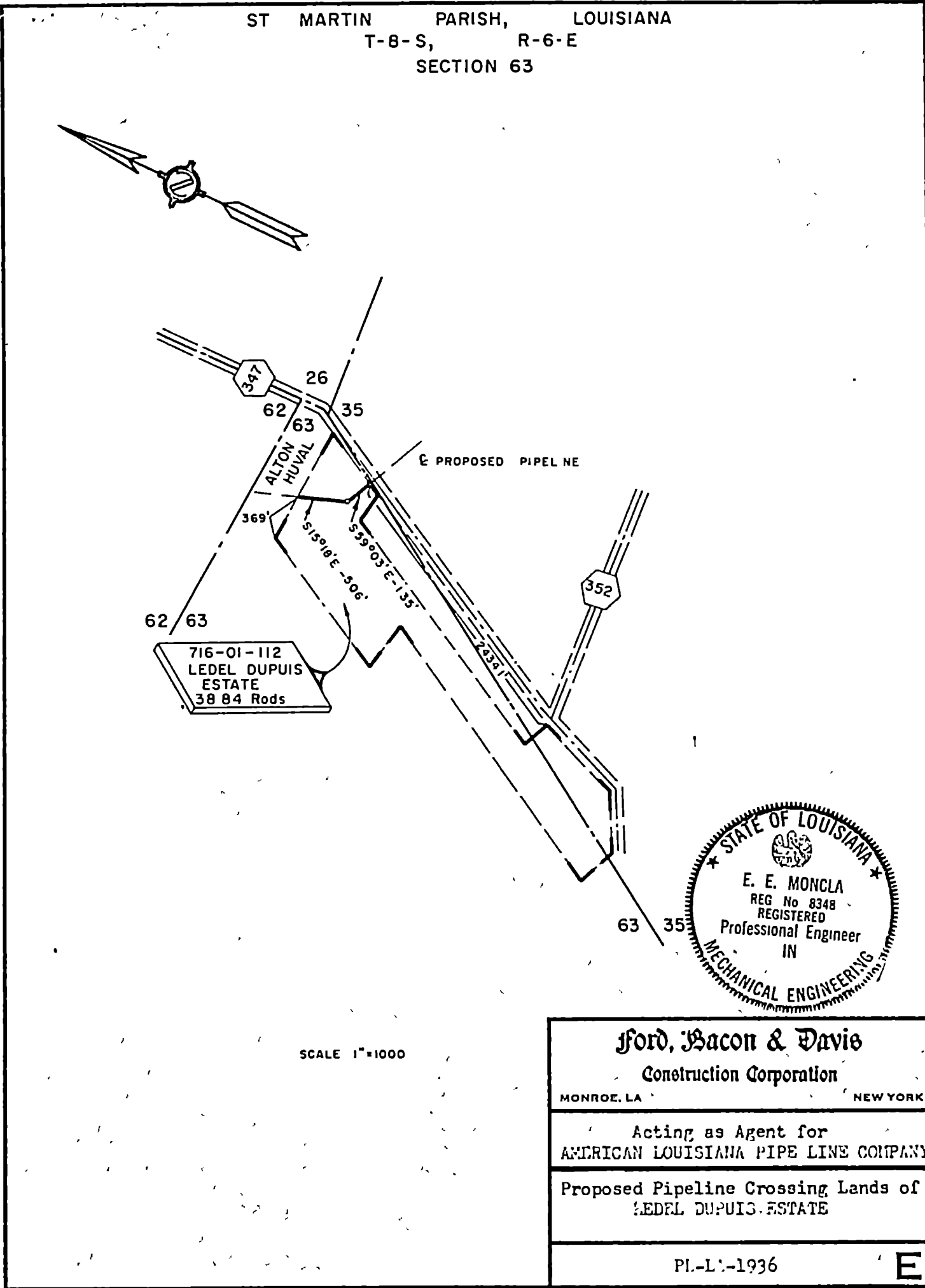


Exhibit A



RECORDED IN CONVEYANCE  
BOOK 604 FOLIO 88

RECORDED

143997

JUL 2 PM 12:57

James A. Hunt  
CLERK OF COURT

143997

STATE OF LOUISIANA, PARISH OF ST. MARTIN, 16TH DISTRICT COURT

---303---

MICHIGAN WISCONSIN PIPE  
LINE COMPANY

FILED: July 2, 1968

VS.

NO. 22409

James A. Hunt  
CLERK OF COURT

LEDELLE D. DUPUIS, JR.,  
ET AL.

---303---

JUDGMENT

This suit having been regularly filed, served, set down for trial and answer having been filed by Defendants, and on the day of trial Plaintiff having made an offer to compromise and settle this litigation, which offer was accepted by Defendants through their attorney, J. Burton Willis, and there having been stipulated by attorney for Plaintiff and attorney for Defendants into the record the compromise agreement which is to form the basis of this Judgment, and the Court having approved the same,

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that there be judgment in favor of the Plaintiff, MICHIGAN WISCONSIN PIPE LINE COMPANY, and against the Defendants, LEDELLE D. DUPUIS, JR., and NELLIE LOUISE DUPUIS ZIMMERMAN, granting to Plaintiff a right of way and easement, including the right of ingress and egress, over and across the following described property, situated in St. Martin Parish, Louisiana, to-wit:

That certain tract of land situated in Section 63, Township 8 South, Range 6 East, St. Martin Parish, Louisiana, bounded now or formerly as follows: North by Alton Huval; East by Public Road and Mrs. Adele Guidry Dupuis; South by Public Road; and West by Mrs. Simon Berard and Eugene Dupuis Heirs.

A construction right of way and easement seventy-five (75) feet in width, being twenty-five (25) feet on the northerly side and fifty (50) feet on the southerly side of the following described surveyed line:

From the Northernmost corner of subject property, run in a Southerly direction along the property line a distance of 540 feet to point of beginning, thence North  $57^{\circ} 38'$  West a distance of 105 feet to a point; thence North  $43^{\circ} 25'$  West a distance of 40 feet to a point; thence North  $29^{\circ} 12'$  West a distance of 40 feet to a point, thence North  $14^{\circ} 59'$  West a distance of 408 feet to point of Exit.

Upon the completion of construction and clean-up operations, Plaintiff's right of way for the maintenance and operation of its pipeline shall revert to thirty (30) feet in width, being fifteen (15) feet southerly of the pipeline as laid, and Plaintiff shall have no further rights to that part of the construction right of way lying outside of said thirty-foot strip.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the rights granted to the Plaintiff shall be subject to the following limitations:

- A. Whenever it becomes necessary for plaintiff or its agent or contractor, to cross a fence, at all times a proper enclosure shall be maintained and said fence will be restored immediately to as good condition as it was prior to the crossing.
- B. The pipeline shall be buried to a depth of not less than thirty (30") inches, measured from the top of the pipe to the average level of the original ground on the two (2) sides of the ditch in which the pipeline is laid, and all ruts and depressions caused by construction operations shall be leveled within sixty (60) days after completion of the laying of such line and thereafter each time a depression or wash occurs in the pipeline right of way the plaintiff shall be allowed a period of sixty (60) days within which to level said depressions and/or washes, subject to any delays caused by acts of God.
- C. Plaintiffs shall remove all stakes or posts or other paraphernalia which may have been put into the ground or on the ground and restore the surface of the land to its same condition as it were prior to commencement of construction.
- D. Plaintiff shall have the right to place only one (1) pipeline under the servitude.
- E. The right of ingress and egress hereinabove referred to and sought herein shall be confined to the right of way and easement above described and existing public roads on the above described lands of Defendants.

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- F. Plaintiff shall never have the right to locate above the ground installations on or fence the whole or any part of said easement, but defendants shall have the right to fence the whole or any part of the boundaries thereof and/or to build cross-fences.
- G. Defendants shall have the right to place along, across and over said right of way and easement as many roads, streets, sidewalks, passageways, electric light and power lines, water lines, sewer lines, gas lines, telephone lines and telephone poles, and any and all other utilities as said defendants may desire, provided, however, that if the same are placed along, as distinguished from across said easement, they shall not be placed over the pipelines, of plaintiff.
- H. After the completion of the construction, cleaning up, and restoration operations, plaintiff shall have no further rights to the temporary working space described above.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that, based upon the compromise agreement, the Plaintiff pay to Defendants, in accordance with law, the sum of THREE THOUSAND, FIVE HUNDRED AND NO/100 (\$3,500.00) DOLLARS, which is adjudged to be the value of the right of way and damages resulting from the construction of the pipeline.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the fees of the Experts employed by the Defendants be fixed as follows:

|                         |           |
|-------------------------|-----------|
| Preston Babineaux ----- | \$ 300.00 |
| Jesse Guidry -----      | 300.00    |
| A. E. Probst -----      | 100.00    |

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Plaintiff pay all Court costs.

JUDGMENT RENDERED, READ AND SIGNED in open Court on this 2nd day of July, 1968, at St. Martinville, Louisiana.

RECEIVED of Michigan Wisconsin Pl. Line Case No. 100-100-100  
THREE THOUSAND, FIVE HUNDRED NO/100 (\$3,500.00) in  
settlement of the above case.

J. DORTON, JR., ATTORNEY FOR PLAINTIFF  
AND NELLIE LOUISE DUPUIS, DEFENDANTS.

JCS:js ER 1-1427 - Item II-11-C - Project 1

116028

RECORDED IN COVANCE  
BOOK 615 FOLIO 258

AMENDMENT TO RIGHT OF WAY

RECORDED

116028

STATE OF LOUISIANA

'83 FEB 6 AM 10:20

PARISH OF ST. MARTIN

*Emilio Berard*  
DE CLERK OF COURT  
PARISH OF ST. MARTIN, LA.

KNOW ALL MEN BY THESE PRESENTS that:

WHEREAS, UNITED GAS PIPE LINE COMPANY (hereinafter referred to as 'United'), a Delaware corporation, is the present owner of all rights, titles, and interests in and to a right of way and servitude acquired by the following described instrument:

Dated the 10th day of June, 1961, executed by Ledelle D. Dupuis, Jr. and Nellie Dupuis Zimmerman, and recorded under Registry No. 118850, Volume 432, Page 552, of the Deed Records of St. Martin Parish, State of Louisiana,

which instrument is herein referred to as the Original Easement.' Said right of way and servitude cover and affect the tract of land St. Martin Parish, described in said instrument as follows, to-wit:

Tract in Section 63, Township 8 South, Range 6 East, bounded North by Alton Huval, East by Highway 347, South by Dupuis, West by Elina D. Berard, the whole designated as L. D. Dupuis Subdivision as per map in COB 503, Page 146, No. 129597 attached to act of dedication of streets and being further described as that land conveyed by judgment from Estate of Ledel D. Dupuis, Sr., No. 9619, Lafayette Parish to Ledel D. Dupuis, Jr. and Nellie L. D. Zimmerman dated October 31, 1961 and recorded in Volume 440, Page 290 #120018 of the Deed Records of St. Martin Parish, Louisiana. (This Subdivision also partially in Section 35, T-8-S, R-6-E, in St. Martin Parish, Louisiana.)

and

WHEREAS, pursuant to the Original Easement the said Grantee has constructed one 30-inch pipeline and pursuant hereto the said Grantee in the near future plans to construct an additional pipeline (hereinafter referred to as Additional Pipeline") under, over, across and through the hereinabove described tract of land; and

WHEREAS, United and the present owner or owners (hereinafter referred to as Owner') of the land subject to the hereinabove described right of way and servitude desire to define the area of the right of way and servitude to be occupied by the two pipelines;

NOW, THEREFORE, for and in consideration of the foregoing, the agreements hereinafter set forth and in the sum of ONE HUNDRED AND NO/100 Dollars and other good and valuable considerations (\$100.00 OGVC), cash in hand paid to Owner by United, the receipt of which is hereby acknowledged, United and Owner hereby covenant and agree as follows:

1. Enlargement of Existing Right of Way

United and Owner hereby amend the Original Easement so that the right of way for and the area to be permanently occupied by the existing 30-inch pipeline constructed under the Original Easement is hereby enlarged so that the same shall comprise, but be limited and restricted to, a strip or parcel of land 55 feet in width, the limits of such 55 foot strip or parcel of land being described as 15 feet East of and parallel to said permanently existing 30-inch pipeline and 40 feet West of and parallel to said 30-inch pipeline.

2. Additional Pipeline Right

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(a) Grant of Right

United and Owner hereby amend the Original Easement so that Owner does hereby grant and convey unto United, its successors and assigns, a right of way and easement to construct, maintain, operate, repair, replace, change the size of, and remove an Additional Pipeline and appurtenances thereto (in addition to the existing 30-inch pipeline) under, over and through the tract of land described in the Original Easement. Said right of way and easement for an Additional Pipeline and appurtenances is granted unto United by Owner on the same terms and provisions as set forth in the Original Easement, as herein amended, and all of such terms and provisions are hereby incorporated herein by this reference. Without limiting the foregoing, it is understood and agreed that the right of way and easement for said Additional Pipeline and appurtenances shall be limited and restricted to and such facilities shall permanently occupy the 55 foot strip described in provision 1 above.

(b) Temporary Work Area

During construction of the Additional Pipeline, United shall also have the right to use an additional temporary working area twenty (20') feet in width, which area is west of, and parallel to, the 55-foot strip or parcel or land described in provision 1 above; and at all points where said Additional Pipeline crosses a road, canal, railroad, existing pipeline or any structure requiring an unusual amount of excavation in order to install the Additional Pipeline, said 20-foot temporary working area shall be increased to such width and length as United determines to be reasonably necessary to use in the laying and construction of the Additional Pipeline on each side of any and all such crossing.

3. United Further Agrees to the Following:

- (a) To move stable and corral to the rear of where the present stable is located.
- (b) To build a wooden fence paralleling the pipeline trench for protection of the blind mare, in order that she will not fall in the trench.
- (c) To maintain an adequate water supply across the trench daily for the livestock.
- (d) After the placement of the pipeline, the dirt will be leveled so as to eliminate any holes or mounds, which could be a hindrance to the blind mare.
- (e) To seed and fertilize the area with the same type of grass as presently located there.
- (f) Upon completion of all of the work on the land in question, the stable and corral will be disassembled and moved back to its original location, keeping the stable clear of the pipeline right of way.

4. Miscellaneous

It is mutually understood and agreed that this agreement as written covers all the agreements and stipulations between the parties and that no representations or statements, oral or written, have been made modifying, adding to, or changing the terms hereof.

Except as herein specifically amended, the Original Easement by which United acquired its right of way and servitude for its presently existing 30-inch pipeline shall and does remain in full force and effect in all respects.

WITNESS THE EXECUTION HEREOF this 17<sup>th</sup> day of January, 1969.

ATTEST

UNITED GAS PIPE LINE COMPANY  
*[Signature]*  
L. D. Myers  
Vice President and Chief Engineer

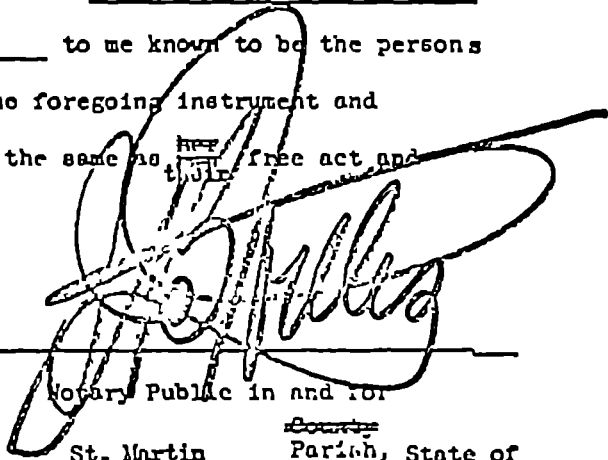
*[Signature]*  
Assistant Secretary  
*[Signature]*  
Bolin M Davis

WITNESSES:  
*[Signature]*  
*[Signature]*

*[Signature]*  
*[Signature]*

STATE OF LOUISIANA  
PARISH OF ST. MARTIN

On this 30<sup>th</sup> day of January, 1969,  
1969, before me personally appeared Nellie D. Zimmerman and  
L. D. Dupuis, Jr. to me known to be the persons  
described in and who executed the foregoing instrument and  
acknowledged that ~~they~~ <sup>they</sup> executed the same as ~~their~~ <sup>free</sup> free act and  
deed.

  
\_\_\_\_\_  
Notary Public in and for  
St. Martin ~~County~~ Parish, State of  
Louisiana

FORM 56-3018

32 21

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STATE OF LOUISIANA

PARISH OF CADDO

BEFORE ME, the undersigned authority, this day personally appeared,  
John C. Soderman, to me personally known to be the identical  
person whose name is subscribed to the foregoing instrument as an attesting  
witness, who, being first duly sworn, on his oath says:

That he subscribed his name to the foregoing instrument as an  
attesting witness, and that he knows L. D. Myers  
to be the identical person described therein, and who executed the same and  
saw him sign the same as the voluntary act and deed of said UNITED GAS PIPE  
LINE COMPANY and in the capacity therein stated, and that he, said appearer,  
subscribed his name to the same at the same time as an attesting witness.

John C. Soderman

SWORN TO AND SUBSCRIBED BEFORE ME, Notary, on this the 5 day  
of February, 1969.

James L. Askew  
Notary Public in and for Caddo Parish,  
Louisiana

JAMES L. ASKEW  
NOTARY PUBLIC Caddo Parish, Louisiana  
My Comm. exp. 1 for L. 10

CSU1121-11-85 TRANSMISSION R/W

993 504

FHW/af 231971  
Line 760  
Tract 240  
J.O. 83-92301

SERVITUDE AGREEMENT

STATE OF LOUISIANA

PARISH OF ST. MARTIN

THIS SERVITUDE granted this 30th day of October, 1985, by Ledelle Dupuis, Jr. and Nell D. Zimmerman

hereinafter called "Grantor", to GULF STATES UTILITIES COMPANY, a Texas corporation, hereinafter called "Grantee", WITNESSETH: that for and in consideration of the mutual and public benefits to be derived from this grant, and the further consideration of Twenty Thousand and no/100 (\$20,000.00) Dollars cash in hand paid by Grantee to Grantor, Grantor has granted, sold and conveyed with full warranty and subrogation, unto Grantee, the right, privilege, and real servitude to enter upon and to erect, construct, extend, maintain, inspect, operate, replace, remove, repair and patrol one or more lines of wood or metal structures, for one or more circuits, with conductors, wires, crossarms, guy wires, conduits, stubs and other usual, necessary or proper fixtures for the transmission of electricity, and for Grantee's overhead and/or underground communications, together with all necessary foundations, anchors and braces to properly support the same, and the right to place anchors and guy wires outside the described servitude in sufficient numbers to adequately brace its structures any place or places where such described servitude makes an angle, with the right to replace wood structures with metal structures and metal structures with wood structures at any time and from time to time without further payment, upon, over and across a strip of land out of the following described tract, situated in the Parish of St. Martin, State of Louisiana:

A certain tract of land situated in Section 63 and/or 35, Township 8 South, Range 6 East, St. Martin Parish, Louisiana, bounded now or formerly as follows: Northerly by Alton Huval; Southerly by Melvin Dupuis and Heirs of Adele G. Dupuis; Easterly by public road and/or Norris Benoit and Amede Berard; and Westerly by Elina Dupuis Berard

Handwritten signature: Jean B. Blanchard

being 109 feet on the northerly side and 85 feet on the southerly which strip of land upon which said servitude is granted is more particularly described as xxx ~~xxxx~~ side of the following described centerline and continuations thereof, insofar as same may be embraced within the boundaries of the above described tract, said centerline being more particularly described as follows:

Line enter in the westerly line of the above described tract of land at a point located 64.4 feet northerly from a corner in the said westerly line of the above described tract of land said corner being the northwest corner of a tract of land belonging now or formerly to Melvin Dupuis.

Thence N 74° 14' 51" E, a distance of 1245 feet crossing the easterly line of this tract of land at a point located 23 feet northerly from the intersection of the southerly line of this tract of land with the westerly R/W line of State Highway No. 25.

This servitude agreement cancels and supersedes a portion of the previous servitude agreement between Ledele Dupuis and Gulf States Utilities Company dated January 26, 1929 and recorded in Conveyance Book 110, Page 655, File No. 49404 of the Conveyance Records of St. Martin Parish, Louisiana, but only in so far as it may apply to the tract described hereinabove, and Gulf States Utilities Company herein expressly reserves any other right which may be contained in the said servitude.



GRANTOR GRANTS TRANSMISSION ROW

The Addendum attached hereto is made a part of this instrument.

See plat, sketch, or aerial photo attached hereto and made a part hereof.

GRANTOR GRANTS unto said Grantee the right from time to time (a) to cut and remove all trees, underbrush and other obstructions upon said land covered by said right of way without further payment and (b) to cut and remove from the land adjacent to said right of way any and all trees which in falling would come within ten feet of the electric lines of Grantee, upon payment of the reasonable market value of such trees.

GRANTOR RETAINS the right to use for Grantor's own purpose the land covered by said servitude as long as such use does not interfere with the servitude and rights herein granted. However, Grantor shall not erect, locate or permit the erection or location of any structure or object of any type whatever within ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ of the above described servitude but Grantor may fence any or all of the said property. Grantee shall have ingress and egress at any and all times to, from and along the said land covered by the said servitude.

GRANTEE SHALL pay to Grantor for damage to Grantor's growing crops, buildings and other structures, roads, bridges and fences caused in the construction, operation and/or maintenance of said electric lines.

TO HAVE AND TO HOLD said rights, and right of way, unto the said Grantee, its successors and assigns, until said servitude be exercised, and so long thereafter as the same shall be useful for the above named purposes.

This agreement is in the nature of a covenant running with the land, and shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto. Whenever the word "Grantor" is used in this act, it shall be construed to include "Grantors".

WITNESS the signature of the Grantor on the day, month and year first above written.

WITNESSES as to Grantor:

Anna A. Dupuis  
Frank H. Weaver

GRANTOR.

Ledelle Dupuis, Jr.  
Mell D. Zimmerman

STATE OF ~~LOUISIANA~~ Texas  
County Jefferson  
PARISH OF Jefferson

BEFORE ME, the undersigned authority, personally came and appeared Frank H. Weaver

who being by me first duly sworn, deposed and said:

That he is one of the subscribing witnesses to the foregoing instrument; that Ledelle Dupuis, Jr.  
Mell D. Zimmerman

, Grantor, named in the instrument, signed the same in the presence of appearer and in the presence of Anna A. Dupuis, the other subscribing witness; and that appearer and the other subscribing witness signed attesting said instrument in the presence of the said Grantor and in the presence of each other, and that the signatures thereon are true and genuine.

Frank H. Weaver  
Appearing Witness

SWORN TO AND SUBSCRIBED before me at Beaumont, Texas, Louisiana, on this 4th day of November, 19 85.

M A Mansfield  
Notary Public  
MARY ANN MANSFIELD, Notary Public  
In and For the State of Texas  
My Commission Expires 3-21-88

503

ADDENDUM

1.

The said line of structures shall traverse the above described lands as located and shown upon the plat annexed hereto and made a part hereof.

2.

The rights of ingress and egress vested in Grantee shall be limited to the right of way strip herein described.

3.

The grant of right of way and easement is limited for the use herein provided and there shall be no other use thereof.

4.

The Grantee shall pay for all damages which may arise from the construction, repair, operation, replacement, removal, and maintenance of said line of structures and shall hold Grantor harmless from all claims by others for damages arising from the construction, operation, removal, repair, replacement, or maintenance of said line of structures.

5.

This servitude, right of way, and easement is granted subject to all farm, mineral, or other leases, servitudes, rights of way, and easements affecting the subject property.

6.

In the construction, maintenance, and operation of the said line of servitude, Grantee agrees to comply with all regulations and directives of state and federal agencies having authority in the premises.

7.

Grantor reserves unto himself, his heirs, and assigns, all of the mineral rights affecting said servitude.

501

8.

Grantor shall be notified twenty-four (24) hours ahead of time whenever Grantee is to perform work on the servitude.

9.

None of Grantee's conductors, wires, crossarms, guy wires, conduits, stubs and other usual, necessary or proper fixtures for the transmission of electricity, shall be located outside of the right of way granted herein.

10.

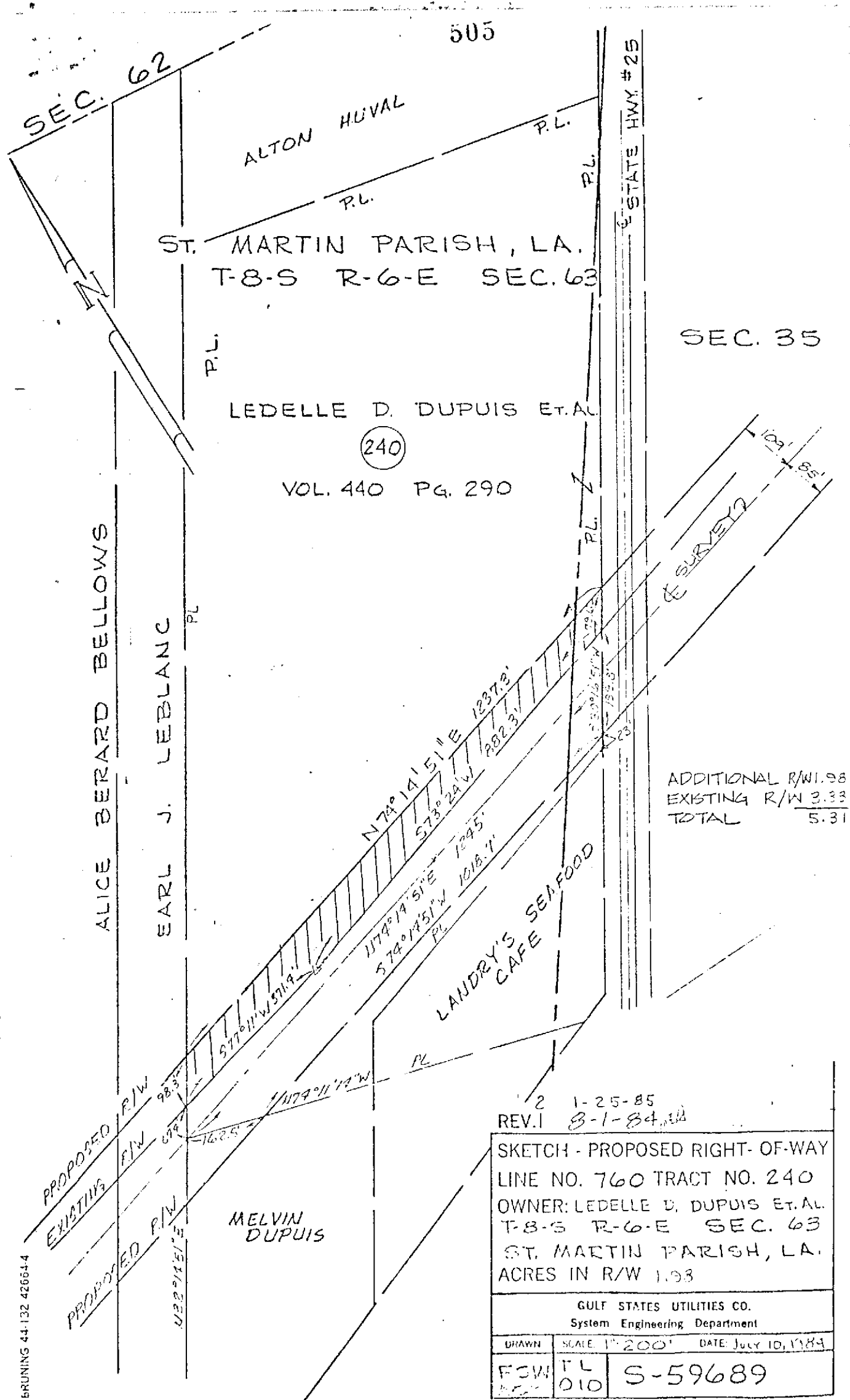
Grantee assumes responsibility and shall save Grantor harmless from any and all loss, damage, cost, and expenses arising in any manner due to the insulation, maintenance or existence of its facilities within said servitude and will defend Grantor from any and all claims, suits and demands arising therefrom, except in cases caused by the sole negligence of Grantor or its representatives.

11.

Grantor expressly reserves the right to cross the right of way herein granted with other utilities such as pipelines, telephone cables, roads, ditches, levees, irrigation piping, etc.

12.

Grantee agrees to mark the boundaries of the right of way at its point of intersection with the west right of way line of Louisiana Highway No. 347.



BRUNING 44-132 426544

2 1-25-85  
REV.1 8-1-84

SKETCH - PROPOSED RIGHT-OF-WAY  
LINE NO. 760 TRACT NO. 240  
OWNER: LEDELLE D. DUPUIS ET. AL.  
T-8-S R-6-E SEC. 63  
ST. MARTIN PARISH, LA.  
ACRES IN R/W 1.93

GULF STATES UTILITIES CO.  
System Engineering Department

DRAWN SCALE 1"=200' DATE: JULY 10, 1984

FCW PL S-59689

RECORDED IN CONVEYANCES  
BOOK 1201 FOLIO 301

272002

RECORDED

94 JUN 13 P 1: 22

*Ginger B. Shucroft*  
NOTARY PUBLIC  
STATE OF LOUISIANA

STATE OF LOUISIANA  
PARISH OF LAFAYETTE

272002

SERVITUDE

BE IT KNOWN, That on this 10th day of June, 1994, before me, *E. H. Chambley*, a Notary Public, duly commissioned and legally qualified in and for the State and Parish aforesaid, and in the presence of the witnesses hereafter named and undersigned, PERSONALLY CAME AND APPEARED Ledelle D. Dupuis, Jr., a single man, whose mailing address is 204 Grimsby St., Lafayette, Louisiana 70501 and Nellie D. Dupuis, a widow, <sup>*ZIMMERMAN*</sup> whose mailing address is 120 Oklahoma St., Lafayette, Louisiana 70501, who declared and said that for the price and consideration and on the terms and conditions hereinafter expressed they have agreed to create a servitude of way for the use of Royal International Petroleum Corporation, a Delaware Corporation, authorized to do business in Louisiana, domiciled at 5835 Belle Grove Ave., Baton Rouge, Louisiana 70820, represented by Irion Bordelon, its duly authorized agent, over and across a strip of land forming a part of the property of Ledelle Dupuis and Nellie D. Dupuis <sup>*ZIMMERMAN*</sup> described as follows:

A 30' Right of Way from Ledelle D. Dupuis, Jr., et al in Section 35 and 63, Township 8 South, Range 6 East, St. Martin Parish, Louisiana, the Southerly lines more particularly described as follows: Beginning at the intersection of the west Right of Way of Hwy. 347 and the South line of Ledelle D. Dupuis, Jr., et al also being the North line of Don Landry, et al, tract; thence Northwest 109.68' along the common line between Don Landry, et al, and Ledelle D. Dupuis, Jr., et al, to the Gulf States Utilities Right of Way also being the most Northerly corner of the Don Landry, et al, tract; thence with the common line between Ledelle D. Dupuis, Jr., et al, and Don Landry, et al, and the extension of that line S 74 W approximately 720' to the intersection of the line between Ledelle D. Dupuis, Jr., et al, and RIPCO's 5.51 acre tract. The 30' Right of Way being on the property of Ledelle D. Dupuis, Jr., et al.

The said Ledelle D. Dupuis, Jr. and Nellie D. Dupuis <sup>*ZIMMERMAN*</sup> do hereby create a servitude of way or passage and dedicate the same to the

property of Royal International Petroleum Corporation, and conveys unto said corporation, it heirs, successors and assigns, in perpetuity, a servitude of way over and across the above described property.

This servitude is granted and accepted for and in consideration of the payment by Royal International Petroleum Corporation of ONE THOUSAND FIVE HUNDRED AND NO/00 (\$1,500.00) Dollars per year to Ledelle D. Dupuis, Jr., et al.

This done and passed in my office in Lafayette, Lafayette Parish, Louisiana, on the day, month and year herein first above written, in the presence of MELINDA W. FAYARD and ROBERT B. BARBOR, competent witnesses, who hereunto signed their names with the said Appearers and me, Notary, after due reading of the whole.

WITNESSES:

[Signature]  
[Signature]

She H. Chambley  
Notary Public

GRANTORS:

Ledelle Dupuis, Jr.  
Melinda W. Fayard

GRANTEE:

ROYAL INTERNATIONAL PETROLEUM CORPORATION

BY [Signature]  
IRION BORDELON, it's duly authorized agent

303

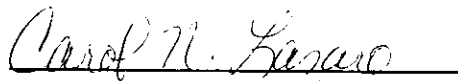
I, CAROL N. LAZARO, in my official capacity as Secretary-Treasurer of Royal International Petroleum Corporation, do hereby certify that a special meeting of the Board of Directors of said Corporation, duly and regularly convened and held on the 9th day of June, 1994, at which a quorum for the transaction of business was present and acting through-out, the following resolution was duly and regularly adopted and is in full force and effect, as appears in the minutes of said meeting:

A RESOLUTION

BE IT RESOLVED by the Board of Directors of Royal International Petroleum Corporation, (hereinafter RIPCO), that Irion Bordelon act as the duly authorized agent, and he is hereby authorized and directed to execute a Servitude and Right of Way Agreement for the benefit of RIPCO's property with Ledelle D. Dupuis, Jr., and Nellie D. Zimmerman, for consideration of One Thousand Five Hundred and No/100 (\$1,500.00) Dollars, cash annually, covering the following described property, to-wit:

A 30' Right of Way from Ledelle D. Dupuis, Jr., and Nellie D. Zimmerman in Section 35 and 63, T8S-R6E, St. Martin Parish, Louisiana, the Southerly lines more particularly described as follows: Beginning at the intersection of the west Right of Way of Hwy. 347 and the South line of Ledelle D. Dupuis, Jr., and Nellie D. Zimmerman also being the north line of Don Landry, et al, tract; thence Northwest 109.68' along the common line between Don Landry, et al, and Ledelle D. Dupuis, Jr., and Nellie D. Zimmerman to the Gulf States Utilities Right of Way also being the most Northerly corner of the Don Landry, et al, tract; thence with a common line between Ledelle D. Dupuis, Jr., and Nellie D. Zimmerman and Don Landry, et al, and the extension of that line S 74 W approximately 720' to the intersection of the line between Ledelle D. Dupuis, Jr., and Nellie D. Zimmerman and RIPCO's 5.51 acre tract. The 30' Right of Way being on the property of Ledelle D. Dupuis, Jr., and Nellie D. Zimmerman.

IN WITNESS WHEREOF, I have hereunto set my hand and affix the corporate seal of this Corporation on this 9th day of June, 1994.



CAROL N. LAZARO, Secretary-Treasurer of Royal International Petroleum Corporation

ALLEN BLANCHARD, C.  
CLERK OF COURT  
CLINTON, MISSISSIPPI

286625

97 SEP -5 PM 3:53

CASH SALE

*Lama B. Blanchard*  
LENTY BLANCHARD

BY: LEDELLE D. DUPUIS, JR. AND  
NELLIE LOUISE DUPUIS ZIMMERMAN

STATE OF LOUISIANA

TO: MARK LOUIS ZIMMERMAN

PARISH OF LAFAYETTE

BE IT KNOWN that on this 28<sup>TH</sup> day of August, 1997, before me, Clifton E. Hagood, Jr., undersigned Notary, personally came and appeared

LEDELLE D. DUPUIS, JR., a single person residing and domiciled in Lafayette, Lafayette Parish, Louisiana, and, NELLIE LOUISE DUPUIS ZIMMERMAN, born Dupuis, a single widow of Aurelien Zimmerman residing and domiciled in Lafayette, Lafayette Parish, Louisiana,

WHO DECLARED that for the consideration hereinafter mentioned they do by these presents sell, transfer and deliver with full guarantee of title, free from all encumbrances, and with subrogation to all of their rights and actions of warranty against previous owners, unto

MARK LOUIS ZIMMERMAN, a single person residing and domiciled in Lafayette, Lafayette Parish, Louisiana, whose mailing address is 120 Oklahoma, Lafayette, Louisiana, 70501,

present, accepting and purchasing for himself, his successors and assigns, acknowledging delivery and possession thereof, the following described property, to-wit:

that certain Lot or parcel of ground, together with all improvements thereon, situated in Sections 63 and 35, Township 8 South, Range 6 East of St. Martin Parish, Louisiana, containing 1.058 acres and having such dimensions and boundaries as shown existing between those corners marked as "A", "B", "C", and "D" on that plat of survey by Timothy L. Collins dated August 8, 1997 which is paraphed for identification herewith, attached hereto, and made a part hereof. Vendor's retain all minerals, provided that no one site activity shall be permitted without the express consent of purchaser.



CONVEYANCE  
BOOK PAGE  
1252 668

SALE: By, Ledelle D. Dupuis, Jr. and Nellie Louise Dupuis Zimmerman  
To, Mark Louis Zimmerman  
Page 2 of 2

This sale is made and accepted for the consideration of TWENTY THOUSAND AND NO/100 (\$20,000.00), DOLLARS cash in hand paid and receipt and acquittance of is hereby acknowledged. Purchaser assumes the payment of taxes assessed against the property herein sold pro-rata for the year 1997.

THUS DONE AND PASSED in Lafayette Parish, Louisiana, on the day and date referenced hereinabove, in the presence of the undersigned competent witnesses, who sign with appearers and me, Notary, after due reading of the whole.

WITNESSES:

*[Signature]*  
Jacy Bunt

*[Signature]*  
LEDELLE D. DUPUIS, JR.

*[Signature]*  
NELLIE LOUISE DUPUIS  
ZIMMERMAN

*[Signature]*  
MARK LOUIS ZIMMERMAN

*[Signature]*  
C. E. HAGOOD, JR., NOTARY PUBLIC

CONVEYANCE

BOOK

PAGE

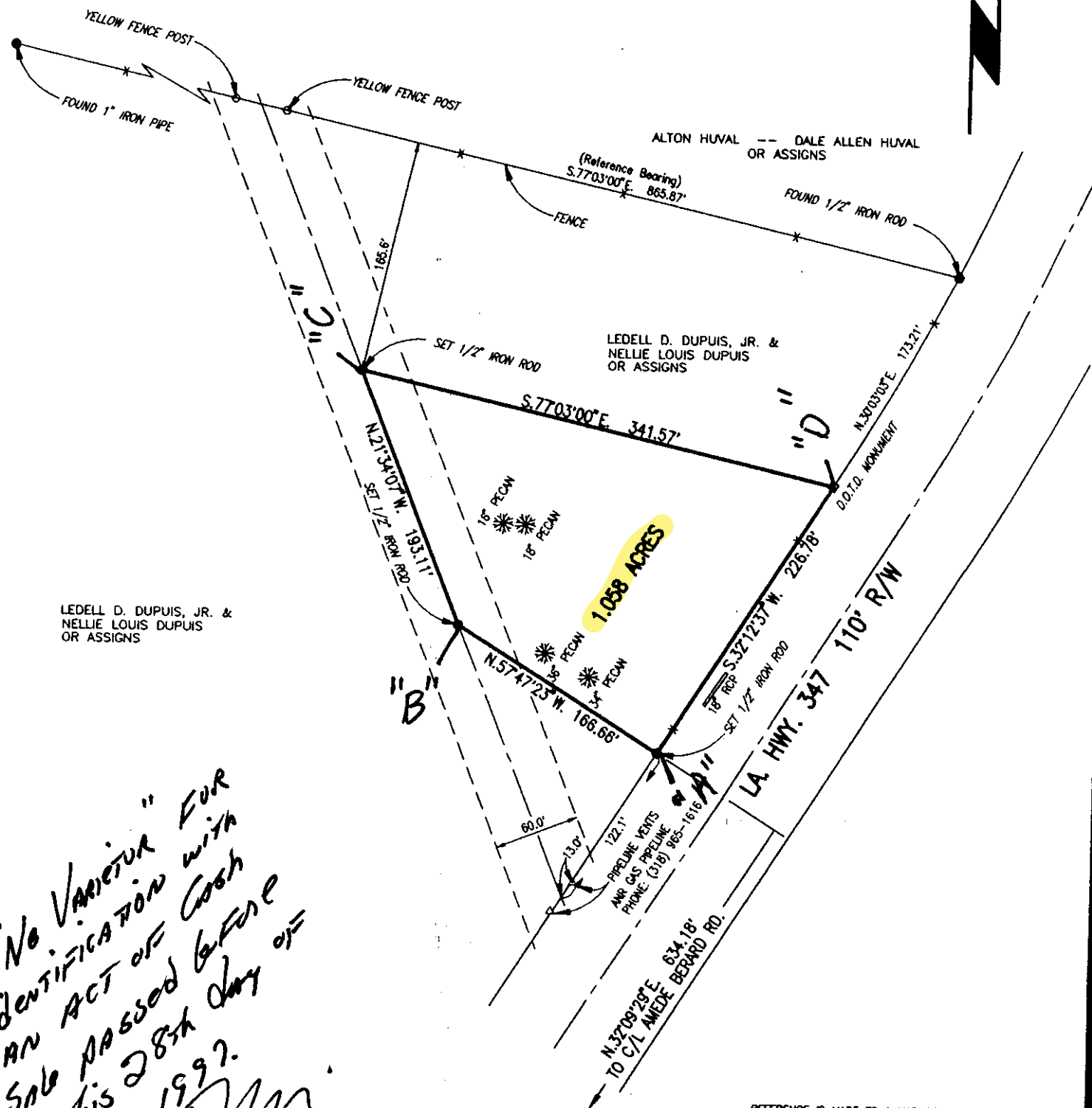
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669

THE ORIGINAL DRAWING OF THIS WORK IS THE PROPERTY OF C.P.S. ENGINEERING AND LAND SURVEYING, INC. REPRODUCTION OF THIS PRINT IS PROHIBITED EXCEPT BY WRITTEN PERMISSION OF THIS FIRM. ADDITIONAL INFORMATION IS OFTEN ADDED IN A CONTINUOUS UPDATING PROCESS. CHECK FOR LATEST REVISION DATE BEFORE ACTING ON DATA SHOWN. THIS FIRM IS NOT RESPONSIBLE FOR ACTIONS OR PROJECTS TAKEN BASED UPON OBSOLETE DRAWINGS FOR WHICH THIS FIRM WAS NOT SPECIFICALLY CONSULTED AND WRITTEN PERMISSION RECEIVED. SERVITUDES AND/OR RIGHTS-OF-WAY OTHER THAN THOSE NOTED MAY EXIST ON THIS PROPERTY AND OWNERS OR POTENTIAL BUYERS SHOULD BE AWARE THAT ABSTRACTING OF TITLE TO THIS PROPERTY, TO SHOW ALL ENCUMBRANCES, WAS NOT WITHIN THE SCOPE OF THIS SURVEY.

DELINEATION OF JURISDICTIONAL WETLANDS HAS NOT BEEN REQUESTED NOR IS A PART OF THIS SURVEY.

THIS PLAT WAS PREPARED CONFORMING TO THE REQUIREMENTS OF THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEY AS SET FORTH IN LAC TITLE 48: LXI, CHAPTER 25. THIS IS A CLASS "D" SURVEY.



"No Variation" FOR IDENTIFICATION with AN ACT OF Cosh Sals passed before me this 28th day of August, 1997.

REFERENCE IS MADE TO A MAP OF SURVEY SHOWING PROPERTY TO BE ACQUIRED BY MR. ALTON HUVAL FROM MR. L. D. DUPUIS, SR. BY FRED L. COLUMB, L.S., DATED OCTOBER 24, 1957.

PLAT OF SURVEY SHOWING PROPERTY TO BE ACQUIRED BY

MARK LOUIS ZIMMERMAN

LOCATED IN SECTIONS 63 & 35, T 8 S - R 6 E, LA. HWY. 347, ST. MARTIN PARISH, LOUISIANA.

SURVEYED BY: C. P. S. ENGINEERING AND LAND SURVEYING, INC.

BY: Timothy L. Collins  
TIMOTHY L. COLLINS - P.L.S.  
LA. REG. NO. 4752  
SCALE 1" = 100' AUGUST 8, 1997

PREPARED FOR:  
EARL HAYGOOD  
ATTORNEY AT LAW  
B 311 P 44 JAS  
WO# 20964-F

