

Exhibit A. T.O. Allen Industrial  
Park South Title Partial Abstract



# T.O. Allen Industrial Park South Title Partial Abstract

## OWNER

Gayle L. and Dalton G. Godeaux  
Linda Ann H. Mercantel  
Harold J. Letz, Sr.  
Harold J. Letz, Jr.  
John K. Letz  
Linda A. Lotz  
J. Wedney and Charlotte A. McCauley Revocable Living Trust  
Norman Ronald Lancaster  
Carol L. Stanford  
Romana B. Hoffpauir

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## EXISTING RIGHT OF WAY, SERVITUDES, ETC.

A.T. Jones, et al	Right of Way
TO	Book: F
Jefferson Davis Police Jury	Entry: 575
	Date: 6/4/1915
	Recorded: 7/2/1915
Thomas O. Allen	Right of Way
TO	Book: 26
Louisiana Electric Co.	Page: 530
	Date: 1/7/1926
	Recorded: 8/18/1926
Thomas O. Allen	Right of Way
TO	Book: 41
State of Louisiana	Page: 182
	Date: 11/9/1929
	Recorded: 7/5/1930
Thomas O. Allen	Right of Way
TO	Book: 45
Gulf States Utilities Co.	Page: 390
	Date: 8/28/1928
	Recorded: 2/23/1932

Thomas O. Allen  
TO  
Tennessee Gas Transmission Co.

Right of Way  
Book: 145  
Page: 13  
Date: 1/23/1950  
Recorded: 1/26/1950

Thomas O. Allen  
TO  
Trunkline Gas Supply Company

Right of Way  
Book: 149  
Page: 475  
Date: 9/21/1950  
Recorded: 10/4/1950

Thomas O. Allen  
TO  
Trunkline Gas Company

Right of Way  
Book: 150  
Page: 338  
Date: 10/26/1950  
Recorded: 11/14/1950

Thomas O. Allen  
TO  
The Texas Pipe Line Co.

Right of Way  
Book: 167  
Page: 405  
Date: 10/15/1952  
Recorded: 11/8/1952

Thomas O. Allen  
TO  
Gulf States Utilities Co.

Right of Way  
Book: 225  
Page: 632  
Date: 7/18/1958  
Recorded: 8/7/1958

Thomas O. Allen  
TO  
Sohio Petroleum Company

Right of Way  
Book: 246  
Page: 283  
Date: 12/6/1960  
Recorded: 12/27/1960

Thomas O. Allen  
TO  
Colonial Pipeline Company

Right of Way  
Book: 258  
Page: 362  
Date: 6/18/1962  
Recorded: 6/25/1962

Thomas O. Allen  
TO  
Southern Bell Telephone and Telegraph Company

Right of Way  
Book: 279  
Page: 262  
Date: 10/30/1964  
Recorded: 11/18/1964

Charles R. Lancaster, et al  
TO  
Tennessee Gas Pipeline Co.

Right of Way Agreement  
Book: 327  
Page: 393  
Date: 7/19/1968  
Recorded: 7/26/1968

Charles R. Lancaster, et al  
TO  
Colonial Pipeline Co.

Right of Way Servitude  
Book: 368  
Page: 454  
Date: 2/24/1972  
Recorded: 6/8/1972

Charles R. Lancaster, et al  
TO  
Trunkline Gas Company

Right of Way Agreement  
Book: 453  
Page: 237  
Date: 8/17/1978  
Recorded: 9/5/1978

T.O. Allen, Est.  
TO  
Jefferson Davis Parish Central Waterworks District

Right of Way Grant  
Book: 746  
Page: 824  
Date: 11/8/1991  
Recorded: 11/31/1991

T.O. Allen, Est.  
TO  
Kinder Morgan Louisiana Pipeline, LLC

Pipeline Easement  
Book: 1016  
Page: 134  
Date: 2/14/2008  
Recorded: 3/11/2008

Estate of T.O. Allen

TO

South Louisiana Biofuels, LLC

Memorandum of Lease

Book: 1071

Page: 548

Date: 4/18/2012

Recorded: 6/21/2012

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Thus done and signed at Jefferson Davis Parish, Louisiana, on this 27 day of October,  
2016.



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Ryan C. Voorhies  
CSRS, Inc.  
6767 Perkins Road, Suite 200  
Baton Rouge, LA 70808



Prentice. J. P. Campbell.

FILED JUNE 9th 9 A. D. 1915.

RECORDED JULY 2nd, A. D. 1915.

File No. 6059. *J. P. Campbell* CLERK AND EX-OFFICIO RECORDER.

NO. 576.  
STATE OF LOUISIANA  
T O  
L. C O T T O N  
C A N C E L L A T I O N

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STATE OF LOUISIANA, LAND OFFICE. NO. 549. Whereas, evidence is now on file in this office, showing that the sale to the State of the property hereinafter described in Calcasieu Parish, made on the 13th day of September, 1903, for taxes of 1902 assessed in the name of L. Cotton is erroneous, to-wit: "W<sup>1</sup>/<sub>2</sub> Sec. 25 Tp. 8 S. R. 4 West." Therefore, I, Fred J. Grace, Register of the Land Office

for the State of Louisiana, do hereby cancel said sale, and authorize the Clerk of Court and Ex-Officio Recorder of Mortgages and Register of Conveyances, of said Parish to cancel same upon the records of his office. Given under my hand and seal of office at Baton Rouge, this 8th day of June A. D. 1915. (Signed) Fred J. Grace, Register of State Land Office. (SEAL). (\$.10) Internal Revenue Stamp attached and cancelled.

FILED JUNE 9th, A. D. 1915.

RECORDED JULY 2nd, A. D. 1915.

File No. 6063. *J. P. Campbell* CLERK AND EX-OFFICIO RECORDER.

NO. 577,  
W. E. DOWNS ET AL  
T O  
MRS. CARRIE DUDLEY  
B I L L O F S A L E

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STATE OF LOUISIANA, PARISH OF JEFFERSON DAVIS. KNOW ALL MEN BY THESE PRESENTS That W. E. Downs and Wallie Warren residents of Lake Arthur, of the Parish of Jefferson Davis, State of Louisiana, for and in consideration of the sum and price of Five Hundred & 00/100 (\$500.00) payable as hereinafter mentioned by Mrs. Carrie Dudley, purchasing herein with her own separate and paraphernal funds, and herein aided and authorized by her husband, C. Dudley, have Granted, Sold and Conveyed and by

these presents do hereby Grant, Sell and Convey with full subrogation of all of our rights and actions of warranty against all former owners and vendors unto the said Mrs. Carrie Dudley the Gasoline Launch named ORA, same being thirty-six feet in length by seven and one-half feet wide, and equipped with a "Holiday" engine. The consideration of this sale is the sum of Five Hundred Dollars which is paid by the settlement of a suit brought in the Fifteenth Judicial District Court by Mrs. C. Dudley against the present vendors foreclosing on a certain Act of Pledge and Pawn executed by the present vendors in favor of the said Mrs. C. Dudley, also the assumption by the purchaser herein of an account standing against said boat due by the present vendors to the Lake Arthur Machine Shop for \$73.06 and also the assumption by the purchaser herein of an account standing against said boat due by present vendors to D. A. Richard for the sum of \$54.45.

To have and to hold the above described property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said purchaser and to her heirs and assigns forever; and we do hereby bind ourselves and our heirs, executors and assigns to warrant and forever defend, all and singular the said premises unto the said purchaser and to her heirs and assigns, against any person whosmoever lawfully claiming the same or any part thereof. Witness our hands at Lake Arthur, Louisiana, in the presence of D.A. Richard and of John J. Robira lawful witnesses, on this the second day of June, A. D. 1915. (Signed) W. E. Downs. Wallie Warren. Mrs. Carrie Dudley. To authorize my wife

26/530

STATE OF LOUISIANA PARISH OF CALCASIEU

BEFORE ME, Evelyn R. Price, Notary Public in and for said Parish and State, on this day appeared J.F. Hervey, who being by me duly sworn, says:

That he was one of the subscribing witnesses in the above and foregoing instrument, and that the same was signed in his presence and that of C.E. Meyer, the other subscribing witness, by Grantor, Jones and Malloy

SIGNED J.F. HERVEY

Subscribed and sworn to before me at Lake Charles, Louisiana, on this 7th day of January, 1926.

EVELYN R. PRICE Notary Public in and for Calcasieu Parish, Louisiana. (SEAL)

FILED AUGUST 18 A.D. 1926

RECORDED AUGUST 18 A.D. 1926

File No. 49031

*[Handwritten Signature]*  
CLERK AND EX OFFICIO RECORDER

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THOMAS O. ALLEN

T O

LOUISIANA ELECTRIC CO.

RIGHT-OF-WAY

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STATE OF LOUISIANA PARISH OF JEFFERSON DAVIS  
WHEREAS, the Louisiana Electric Company, Inc., a corporation organized under the laws of Louisiana, is constructing electric power lines within the said parish and state; and,  
WHEREAS, in construction of said line or lines it is necessary to place and maintain guy stubs, anchors and wires on the property of the undersigned, adjacent to the said line or

lines, situated in said Parish and State, and said Company desires a right-of-way or easement for said purpose;

NOW THEREFORE, in consideration of the sum of one and no/100 dollars, cash in hand to me paid by the said company, and the public benefits to be derived from said construction and operation, I, THOMAS O. ALLEN, being the owner of the herinafter described property, located in said Parish and State have sold and granted and by these presents do sell and grant, to said Louisiana Electric Company Inc., its successors and assigns, the right to place twelve anchors and guy wires; the said anchors and wires to be placed upon the following described property, to-wit;

That part of the sl/2 of section 28 lying east of the Mo. Pac. R.R. Right of Way and South of the S.P. R.R. Right of way, also, that part of the Sl/2 of section 27 and the S.W. 1/4 of section 26 lying South of the S.P. R.R. Right of Way.

The said easement and right to continue for such length of time as the said Company, its successors and assigns, shall maintain and operate the said electric line or lines adjacent to the property of the undersigned, not to exceed in the aggregate ninety-nine (99) years from date hereof; and subject to the following conditions :

1. That in the event the undersigned, or his successors, shall desire to plot said land in lots and blocks or to construct buildings thereon, and said guy stubs, anchors or guy wires shall in any manner interfere with the same, then upon thirty days written notice to said company, it will at its own expense remove said equipment to another location on the property of the undersigned, or upon a street laid out of the property of the undersigned, in which event the right is hereby expressly granted to replace, as in this paragraph set forth, said equipment.

2. That said company shall have access to said premises for the purpose of constructing, inspecting, and repairing said equipment. And should any damage arise to growing



crops or any improvements thereon from such usages, same shall be paid for at reasonable rates by said grantee or his assigns.

3. The owner of the property agrees not to molest or in any wise interfere with said equipment.

4. No anchor shall be placed in the present enclosure used as a yard in front of the residence now used by the Grantor.

IN TESTIMONY WHEREOF, witness my signature on this the 2nd day of January 1926.

SIGNED; THOMAS O. ALLEN

WITNESSES: J.F. Hervey and Chas. Ryder

PROOF BY ATTESTING WITNESS

STATE OF LOUISIANA PARISH OF CALCASIEU

BEFORE ME, Evelyn R. Price, a Notary Public in and for said Parish and State, on this day personally came and appeared J.F. Hervey, who being by me duly sworn, says;

That he was one of the subscribing witnesses to the above and foregoing instrument and that the same was signed in his presence and that of Chas. Ryder, the other subscribing witness, by grantor, THOMAS O. ALLEN

SIGNED: J.F. HERVEY

SUBSCRIBED AND SWORN TO before me at Lake Charles, Louisiana, on this 7th day of January, 1926

SIGNED: EVELYN R. PRICE Notary Public in and for Calcasieu Parish, Louisiana (SEAL)

FILED AUGUST 18 A.D. 1926

RECORDED AUGUST 18 A.D. 1926 File No. 49032 CLERK AND EX OFFICIO RECORDER

THOMAS O. ALLEN & STATE OF LOUISIANA PARISH OF JEFFERSON DAVIS  
T O & WHEREAS, the Louisiana Electric Company, Inc., a corporation  
LOUISIANA ELECTRIC CO. & organized under the laws of Louisiana, is desirous of constructing  
RIGHT OF WAY & an electric power line between Lake Charles and Crowley along the  
& following described route; and along the Public road as same now  
& runs about East and West along the North line of section 35 Twp. 9  
& S.R. 6 W. La. Mer.

WHEREAS, the said company has secured a franchise from the Police Jury of Jefferson Davis Parish authorizing the placing of said line and appurtenances thereof upon the said road and;

WHEREAS, it is proposed to locate the poles used in constructing said line along said road immediately adjacent to the property line; and,

WHEREAS, the placing of said poles at said points will necessitate the cross-arms on said poles and the wires thereon overhanging the premises of adjacent property owners; and,

WHEREAS, it is desired by the Louisiana Electric Company, Inc., that it be granted an easement authorizing the placing of said cross-arms, wires and appurtenances, thereon, such cross-arms, wires and appurtenances overhanging the private property of adjacent owners; and,

WHEREAS, in the construction of said line it is necessary to place and maintain guy stubs, anchors and wires on the property of the undersigned adjacent to said line, and said company desires an easement for that purpose;

NOW THEREFORE, in consideration of the sum of one and no/100 dollars, cash in hand to me paid by the Louisiana Electric Company, Inc., and other benefits to be derived by the undersigned from the location of said line, we being the owner of property fronting said road and pole line route and situated in the Lake Charles- Jennings section in

41/182

T O STATE OF LOUISIANA, RIGHT-OF-WAY. Know All Men By These Presents, that I THOMAS O. ALLEN Unmarried, a resident of Jefferson Davis, for and in consideration of the advantages accruing to me by reason of the location of the Lake Charles-Jennings (Route No. 2) Highway through and upon my property, do hereby dedicate, transfer, assign, and set over to the STATE OF LOUISIANA, the following described property to-wit:

That portion of the right of way of the Lake Charles-Jennings (Route No. 2) Highway, as located by the engineers of the Louisiana Highway Commission, which extends over and lies upon my property, located in the Parish of Jefferson Davis, as shown by map and description, as follows:

Said property being that part of the South (1/2) Half of the South (S 1/2) Half of Section 28, lying East of the Missouri Pacific Railroad, right of way. The South (S 1/2) Half of the South (S 1/2) Half of Section 27; and lot 18 and the South (3/4) Three-Quarters of lot 17, and the South (S 1/2) Half (S 1/2) Half of Lots 15 & 16 of the Citrus Fruit and Fig Orchard Subdivision in Section 26; also the West (W 1/2) Half of the west (W 1/2) Half of section 35, all in Twp/ 9 S. R. 6 W. La. Mer., same being property acquired with other land by THOMAS O. ALLEN from A. T. JONES LAND COMPANY as per act dated July 17th, 1924, and recorded in the records of Jefferson Davis Parish, Louisiana in Conveyance Book 17, at Page 553.

The center line of said right of way begins at a point on the East line of the right of way of the Missouri Pacific Railroad located about 22 feet North of the center of the public road as now used. Said point being also Station 635 ± 97 of the survey of the said Lake Charles-Jennings Highway, (Route No. 2). Said center line runs thence Eastward about 2386 feet to Station 657 ± 83, a point about 16 feet North of the center line of said used road. Said line turns thence an angle of eleven minutes left, and runs thence Eastward; at 2217 ft. Station 680 ± 00, a point about 17 feet North of the center of the present used road and on the East line of Section 28; said line containing 7536 feet Station 755 ± 19, a point on the East line of Section 27, at about 32 feet North of the center of the present used road. Continuing thence; at 6872 feet Station 746 ± 55, a point 32 North of the center line of the present used road, and on the East line of the west (W 1/2) Half of the west (W 1/2) Half of section 26, continuing thence at 10086' s point about 32 feet North of the center of said used road and on the East line of Lot 15 of the Citrus Fruit and Fig Orchard subdivision on Section 26. Said line being also the East line of the above described property and said center line extending on, and across the South part of the above described property in Sections 26, 27, & 28 for full length thereof a total distance of approximately 12472' \_\_\_\_\_

and which said right of way extends, according to the map of said road by the said Louisiana Highway Commission, which is hereby adopted for the purpose of this description and dedication, from Station 633 ± 97 to Station 738 ± 69 with a width of 40 feet on each said of the center line, as located on said map.

It is expressly understood and agreed that this dedication and transfer of the above described strip of ground is made for and shall be solely used for the construction and maintenance of a public road from Lake Charles, Louisiana to Jennings, Louisiana., according to said map referred to and for no other purpose.

And further, all oil, gas, and other minerals in and under said right of way herein conveyed, is reserved by grantor.

Dated and signed this 9th day of November 1929. (SIGNED) THOMAS O. ALLEN.

WITNESSES: (SIGNED) E. C. WILLARD, FRANK FIELD. Before me (SIGNED) GEO. B. WASBY, Notary Public for Calcasieu Parish, La. (SEAL)

MY COMMISSION EXPIRES AUGUST 4TH, 1932. FILED JULY 5th, A. D. 1930. AT: 8:00 A. M. RECORDED JULY 5th, A. D. 1930. FILE NO. 67088. CLERK & EX OFFICIO RECORDER.

45/390

the said H. G. CHALKLEY, J. R. GREEN, and FRANK ROBERTS, Trustees and attorney in fact for Stockholders of Calcasieu National Bank of Lake Charles, their heirs and assigns forever, all and singular, the above described property, so as aforesaid sold, with the appurtenances there- to belonging, to have and to hold the same unto the said H. G. CHALKLEY, J. R. GREEN and FRANK ROBERTS, Trustees and attorney in fact for stockholders of the Calcasieu National Bank of Lake Charles, their heirs and assigns forever, as fully and as absolutely as I, as Sheriff aforesaid, can convey by virtue of the said writ of Seizure and Sale.

IN WITNESS WHEREOF, I have hereunto set my hand, at the Parish of Jefferson Davis, in the State of Louisiana, this 26th day of October, A. D., 1931.  
ISAAC FONTENOT, Sheriff Jefferson Davis Parish, Louisiana, per (SIGNED) L. J. NOHE, Deputy Sheriff.  
Signed in the presence of: (SIGNED) MAUDE MARTIN, PHILIP MILLER.  
STATE OF LOUISIANA,  
PARISH OF JEFFERSON DAVIS.

Before me, CHARLES PITRE, Deputy Clerk of Court and ex officio Notary Public, in and for said Parish and State this day personally appeared L. J. NOHE, Deputy Sheriff to me personally known to be the identical person whose name is subscribed to the foregoing instrument, and acknowledge to me in the presence of PHILLIP MILLER and MAUDE MARTIN, witnesses, that he executed the same in his capacity as Sheriff aforesaid on the date thereof, for the uses, purposes and considerations therein expressed.

WITNESS my official signature and seal at Jennings, Louisiana, on this 26th day of October, A. D., 1931.

(SIGNED) L. J. NOHE, Deputy Sheriff.  
WITNESSES: (SIGNED) MAUDE MARTIN, PHILIP MILLER.

(SIGNED) CHARLES PITRE, Deputy Clerk of Court and Ex officio Notary Public, (SEAL).  
FILED FEB. 23, A. D., 1932 AT: 8:00 A. M.  
RECORDED FEB. 23rd., A.D., 1932 FILE NO. 75124 CLERK & EX OFFICIO RECORDER.

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THOMAS O. ALLEN, & STATE OF LOUISIANA, KNOW ALL MEN BY THESE PRESENTS:  
& PARISH OF JEFFERSON DAVIS.  
& That the grantors, THOMAS O. ALLEN, of Jefferson Davis  
& Parish, State of Louisiana, being owners of the land known  
& and described as follows, to-wit:  
T O & This part of the south half of section 27, twp. 9, South,  
GULF STATES UTILITIES CO., & Range 6 West, La. Mer., lying south of the right of way of  
RIGHT OF WAY & the "Southern Pacific", or "Louisiana Western R R",  
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The above described tract being subject to public road right of way along the South line. in consideration of the general, mutual and public benefits to be derived, and of the sum of One and no/100 DOLLARS, in hand paid by the GULF STATES UTILITIES COMPANY, a corporation with its Louisiana Domicile in Lake Charles, La., do grant, to the GULF STATES UTILITIES COMPANY, its successors, lessees and assigns, as long as grantee, successors and assigns, continue to use pole line for the purpose of transmitting electric current, not to exceed ninety nine years from the date hereof, a right of way for electric pole line, with permission and authority to erect, maintain and renew towers, poles, cross arms, wires, anchors, guy wires, and other equipment, with access thereto, in, on and along the proposed electric pole, the location of said line on said land shall be generally as follows:

The said pole line as now staked on the ground, runs northward from a point on the public road on the South line of the above described property, located about 28 ft. east of the south-

west corner of said section 27, and intersect the north line of said tract, and then northward about 2273 ft. to a point in the North line of the above described tract and in the south line of the R. R. right of way. Said pole line continuing its same course would intersect the center line of said right of way at a point about 178½ ft. west of the west end of a trestle on said R. R.

The right to place 8 poles and 3 anchors with necessary guy wires, of said pole line, on the above described property is hereby granted.

Grantee, for said consideration shall also have the right to attach to said poles and cropp arms, and to place, string, maintain and attach on or from, the said pole or cross arms, wires, cables or other equipment for the transmission of electric current; and also to remove or trim any trees or bushes, without further payment therefor, or to keep trimmed any trees that the grantee did not remove, so that there shall be a clearance of not less than 15 feet between any part of any tree and the aforesaid wires, poles or other equipment. Damages to fences and growing crops shall be paid for by grantee.

Signed and dated this 28th day of August, 1928.

(SIGNED) THOMAS O. ALLEN, WITNESSES: J. F. HERVEY, W. B. VIATOR.

FILED FEB. 23rd, A. D., 1932 AT: 8:00 a. m.  
RECORDED FEB. 23rd, A. D., 1932 FILE NO. 73125 CLERK & EX OFFICIO RECORDER.

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B. T. WAIT, & STATE OF LOUISIANA, KNOW ALL MEN BY THESE PRESENTS:  
& PARISH OF CALCASIEU:  
&  
T O & That I, B. T. WAIT, of the Parish of Calcasieu, Louis-  
& iana, herein called "Grantor" (whether one or more), here-  
& by grant, sell and convey unto CHRISTINA EVANS, of the Par-  
CHRISTINA EVANS, & ish of Calcasieu, State of Louisiana, hereinafter called  
& ROYALTY DEED & "Grantee", an undivided one hundred and ninety second 1/192  
& & royalty interest in and to all oil, gas and other minerals

on, in and under the following described lands, situated in the Parish of Jefferson Davis, Louisiana, to-wit: -

- NW¼ of NW¼ of section 18, Town. 9, Range 6 West, La. Meridian,
- NE¼ of SW¼ of section 7, Town. 9, Range 6 West, La. Meridian.

Under existing mineral lease the royalty interest on sulphur herein acquired by grantee is \_\_\_\_\_ of said royalty provided in said lease.

The land above described is now covered by a mineral lease from Grantor to SHELL PETROLEUM CO., and BENNET OIL & GAS CO., dated \_\_\_\_\_, 19\_\_\_\_. This grant is subject to the mineral lease just mentioned, and the royalty interest herein conveyed is ONE TWENTY FOURTH 1/24 of all royalties in such lease provided on oil, gas, sulphur and other minerals produced from said leased premises after the date hereof. Should said lease above referred to expire, then grantor shall have the right and authority to execute at any time a lease or leases covering said land, in whole or in part, without the joinder of the grantee herein, or assigns, and all bonuses and rentals that may be paid for or under present or such subsequent lease or leases shall be paid to grantor, but grantee shall be entitlee to receive ONE TWENTY FOURTH 1/24 of all royalty on all oil, gas, sulphur and other minerals provided for in such subsequent lease or leases.

Grantor acknowledges the receipt of 450.00 Dollars, as full and adequate payment for this grant.

WITNESS the signature of Grantor in the presence of the undersigned ROBT. P. HOWELL, and C. M. BRADEN, lawful witnesses, on this 16 day of January, A. D., 1931.

145/13

T O  
TENNESSEE GAS TRANSMISSION CO.  
RIGHT OF WAY  
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PARISH OF JEFFERSON DAVIS

KNOW ALL MEN BY THESE PRESENTS: That the under-  
signed, THOMAS O. ALLEN, a single man, never having  
been married (hereinafter called GRANTOR, whether one  
or more), for and in consideration of the sum of

One Hundred Fifty and No/100 (\$150.00) Dollars, in hand paid, receipt of which is hereby  
acknowledged, does hereby grant, bargain, sell and convey unto TENNESSEE GAS TRANSMISSION  
COMPANY, a Delaware Corporation, its successors and assigns (hereinafter called GRANTEE),  
the right, privilege and authority for the purposes of laying, constructing, maintaining,  
operating, altering, repairing, removing, changing the size of and replacing pipe lines  
(with fittings, tie-overs and appliances, including Cathodic Protection equipment) for  
the transportation of oil, gas, petroleum products or any other liquids, gases or sub-  
stances which can be transported through pipe lines, the Grantee to have the right to  
select, change or alter the routes under, upon, over and through lands which the under-  
signed owns or in which the undersigned has an interest, situated in the Parish of Jefferson  
Davis, State of Louisiana, described as follows:

That part of Northeast Quarter of Southeast Quarter (NE $\frac{1}{4}$  of SE $\frac{1}{4}$ ) and  
Northwest Quarter of Southeast Quarter (NW $\frac{1}{4}$  of SE $\frac{1}{4}$ ) lying South of  
Railroad Right-of-way, and the Southwest Quarter of Southeast Quarter  
(SW $\frac{1}{4}$  of SE $\frac{1}{4}$ ) of Section Twenty-eight (28), Township Nine (9) South,  
Range Six (6) West, La. Mer.

Containing 100 acres of land more or less.

The above land is not designated as a Homestead.

By the terms of this agreement Grantee has the right to lay, construct, maintain,  
operate, alter, repair, remove, change the size of and replace at any time or from time  
to time one or more additional lines of pipe, said additional lines not necessarily  
parallel to any existing line laid under the terms of this agreement, and for each such  
additional line laid Grantee shall pay Grantor or his agent hereinafter designated his pro  
rata share of One and No/100 (\$1.00) Dollars per lineal rod of pipe line within sixty (60)  
days subsequent to the completion of the construction of such additional line. The Grantee  
its successors and assigns, are hereby expressly given and granted the right to assign the  
rights, privileges and authority herein granted and conveyed, or any part thereof, or  
interest therein, and the same shall be divisible among two or more owners, as to any  
right or rights created hereunder, so that each assignee or owner shall have the full  
rights and privileges herein granted, to be owned and enjoyed either in common or in  
severalty.

The Grantee shall have all other rights and benefits necessary or convenient for the  
full enjoyment or use of the rights herein granted, including, but without limiting the  
same to, the free right of ingress and egress over and across said lands.

TO HAVE AND TO HOLD the said rights, privileges and authority, unto said Grantee,  
its successors and assigns, until such pipe line be constructed and so long thereafter as a  
pipe line, is maintained thereon; and the undersigned hereby bind themselves, their heirs,  
executors and administrators (and successors and assigns) to warrant and forever defend  
all and singular said premises unto the Grantee, its successors and assigns, against  
every person whomsoever lawfully claiming or to claim the same or any part thereof.

The undersigned Grantor, his successors, heirs or assigns, reserves the right to  
fully use and enjoy the said premises subject to the rights, privileges and authority

time to time to cut and remove all trees, undergrowth and other obstructions that may injure, endanger or interfere with the construction and use of said pipe lines or fittings and appliances appurtenant to any of said lines.

The Grantee, by the acceptance hereof, agrees to pay for any damage to crops, fences and timber, which may arise from laying, constructing, maintaining, operating, altering, repairing, removing, changing the size of and replacing such pipe lines. Said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons; one to be appointed by the undersigned Grantor, his successors, heirs or assigns, one by the Grantee, its successors or assigns, or in case such rights, privileges and authority are owned or held by more than one owner such appointment shall be made by the Grantee, its successors and assigns, against whom damages are claimed; and the third by the two persons aforesaid, and the award of such three persons shall be final and conclusive.

All payments hereunder may be made by check or draft of Grantee direct or by mail to Grantor at Rte. #2, Box 245 Iowa, La., to to - - - - - at - - - - -, who is hereby appointed agent and is authorized to receive and receipt for the same; or, at the option of Grantee, such payments may be made by depositing the same in - - - - - Bank, at - - - - - , to the credit of Grantor, or said agent, said Bank, and its successors, being hereby designated as the depository for such purpose, irrespective of any future change in the ownership of the lands hereinabove described. Should there be any change in the ownership of said lands, then such deposit shall be made in the aforesaid depository to the credit of those acquiring said lands, but no change in ownership of said lands shall be binding upon Grantee until the muniment of title by which such change becomes effective has been placed of record in the County wherein such lands are located and a certified copy thereof delivered to Grantee.

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, verbal or written, have been made modifying, adding to, or changing the terms hereof.

IN WITNESS WHEREOF, the Grantors herein have executed this conveyance this 21st day of January, 1950.

/s/ THOMAS O. ALLEN.

WITNESSES: /s/ ROBERT C. LEGER, LUMA BOURGEOIS.

STATE OF LOUISIANA  
PARISH OF CALCASIEU

BEFORE ME, the undersigned authority, this day personally appeared Robert C. Leger to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who first being duly sworn, on his oath, says: That he subscribed his name to the foregoing instrument as a witness, and that he knows Thomas O. Allen, the Grantor named in said instrument, to be the identical person described therein, and who executed the same, and saw him sign the same as his own voluntary act and deed, and that he, the said Robert C. Leger, subscribed his name to the same at the same time as an attesting witness.

/s/ ROBERT C. LEGER.

Sworn to and subscribed before me, this 23rd day of January, 1950.

/s/ NINA L. THIBODEAUX, Notary Public in and for Calcasieu Parish. S E A L.

FILED: JANUARY 26th. A. D., 1950  
RECORDED: JANUARY 26th. A. D., 1950

AT: 8:00 A. M.  
FILE NO. 181380

CLERK & EX OFFICIO RECORDER.

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149/475

TO STATE OF LOUISIANA )  
PARISH OF JEFFERSON DAVIS ) ss

TRUNKLINE GAS SUPPLY COMPANY /  
RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS: That the undersigned,  
THOMAS A. ALLEN, a single man, never having been married  
and residing at Route #2, Iowa, Louisiana, (hereinafter

called GRANTOR, whether one or more), for and in consideration of One Hundred Forty-Three No/100  
(\$143.00) Dollars cash in hand paid, receipt of which is hereby acknowledged and other good  
and valuable consideration, does hereby grant, bargain, sell and convey unto TRUNKLINE GAS  
SUPPLY COMPANY (a Natural Gas Company under the Act of Congress of June 21, 1938, 15 U.S.C.A.  
717), a Delaware corporation, its successors and assigns (hereinafter called GRANTEE), a right-  
of-way and easement to construct, lay, maintain, operate, alter, repair, remove, change the  
size of, and replace pipe lines and appurtenances thereto (including without limitation Cathodic  
Protection equipment) for the transportation of oil, gas, petroleum products or any other  
liquids, gases or substances which can be transported through pipe lines, the Grantee to have  
the right to select, change, or alter the routes under, upon, over, and through lands which  
the undersigned owns or in which the undersigned has an interest, situated in the Parish of  
JEFFERSON DAVIS, State of Louisiana, described as follows:

The Northeast Quarter of the Southwest Quarter and the Southeast Quarter of the Southwest  
Quarter, and the Southwest Quarter of the Southeast Quarter, all being in Section 28,  
Township 9 South, Range 6 West, Louisiana Meridian. LESS AND EXCEPT Canal right-of-way.  
more fully described in deed from A. T. JONES LAND COMPANY to THOMAS O. ALLEN recorded in  
Volume 17, Page 533, Deed Records of said Parish, to which reference is hereby made for further  
description.

By the terms of this agreement, Grantee has the right to lay, construct, maintain, operate,  
alter, repair, remove, change the size of, and replace at any time or from time to time one or  
more additional lines of pipe and appurtenances thereto, said additional lines not to necessarily  
parallel any existing line laid under the terms of this agreement. Provided, however, that  
for each additional line laid after the first line is laid hereunder, Grantee shall pay Grantor,  
his heirs or assigns, One Dollar (\$1.00) per lineal rod of additional pipe line laid under,  
upon, over or through said hereinabove described property.

The Grantee, its successors and assigns, is hereby expressly given and granted the right to  
assign said right-of-way and easement herein granted and conveyed, or any part thereof, or  
interest therein. The same shall be divisible among two or more owners as to any right or  
rights granted hereunder so that each assignee or owner shall have the rights and privileges  
herein granted, to be owned and enjoyed either in common or in severalty.

TO HAVE AND TO HOLD unto the Grantee, its successors and assigns, with ingress to and  
egress from the premises for the purposes herein granted.

The said Grantor is to fully use and enjoy said premises except for the purposes herein  
granted to the said Grantee and provided the said Grantor shall not construct or permit to be  
constructed any house, structures or obstructions on or over or that will interfere with the  
construction, maintenance or operation of any pipe line or appurtenances constructed hereunder  
and will not change the grade of such pipe line.

Grantee hereby agrees to bury all pipes to a sufficient depth so as not to interfere with  
cultivation of the soil and agrees to pay for any damage to growing crops and fences which may  
arise from the construction, maintenance and operation of said lines. Said damage, if not  
mutually agreed upon, shall be ascertained and determined by three disinterested persons, one  
thereof to be appointed by said Grantor, one to be appointed by the Grantee, its successors or  
assigns, and the third to be chosen by the two persons appointed as aforesaid. The written

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.

All payments hereunder may be made by check or draft of Grantee direct or by mail to Grantor at Route #2, Iowa, Louisiana, or to -- at --, who is hereby appointed agent and is authorized to receive and receipt for the same; or, at the option of Grantee, such payments may be made by depositing the same in -- Bank, at --,

IN WITNESS WHEREOF, the Grantors herein have executed this conveyance this 21st day of Sept., 1950.

/s/ THOMAS O. ALLEN

WITNESSES: /s/ M. L. FONTENOT, L. B. TULLER

PROOF OF WITNESS

STATE OF LOUISIANA )  
PARISH OF RAPIDES )

BEFORE ME, the undersigned authority, this day personally appeared M. L. Fontenot to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who first being duly sworn, on his oath, says: That he subscribed his name to the foregoing instrument as a witness, and that he knows Thomas O. Allen the Grantor named in said instrument, to be the identical person described therein, and who executed the same, and saw him sign the same as his voluntary act and deed, and that he, the said M. L. Fontenot subscribed his name to the same at the same time as an attesting witness.

/s/ M. L. FONTENOT

SWORN to and subscribed before me, this 21st day of September, 1950.

/s/ J. A. ROBINSON, Notary Public in and for Rapides Parish.

S E A L

\$.55 U. S. DOCUMENTARY STAMPS ATTACHED TO ORIGINAL AND CANCELLED.

FILED : OCTOBER 4, A. D., 1950 AT: 3:00 P. M.

RECORDED : OCTOBER 4, A. D., 1950 FILE NO.: 187524 CLERK & EX OFFICIO RECORDER

EUGENE LEBLANC RIGHT-OF-WAY AGREEMENT

TO STATE OF LOUISIANA )  
PARISH OF JEFFERSON ) ss.

TRUNKLINE GAS SUPPLY COMPANY

KNOW ALL MEN BY THESE PRESENTS: That the undersigned,

RIGHT OF WAY

EUGENE LEBLANC, married but once and then to Lidia Dupont,

with whom he is now living at Box 122, Lacassine, La.

(hereinafter called GRANTOR, whether one or more), for and in consideration of One Hundred Seventy-Two & No/100 (\$172.00) Dollars cash in hand paid, receipt of which is hereby acknowledged and other good and valuable consideration, does hereby grant, bargain, sell and convey unto TRUNKLINE GAS SUPPLY COMPANY (a Natural Gas Company under the Act of Congress of June 21, 1938, 15 U.S.C.A. 717), a Delaware corporation, its successors and assigns (hereinafter called GRANTEE), a right-of-way and easement to construct, lay, maintain, operate, alter, repair, remove, change the size of, and replace pipe lines and appurtenances thereto (including without limitation Cathodic Protection equipment) for the transportation of oil, gas, petroleum products or any other liquids, gases or substances which can be transported through pipe lines, the Grantee to have the right to select, change, or alter the routes under, upon, over, and through lands which the undersigned owns or in which the undersigned has an interest, situated in the Parish of JEFFERSON DAVIS, State of Louisiana, described as follows:

The Southwest Quarter of the Northwest Quarter and the North half of the Southwest Quarter of Section 11, Township 10 South, Range 6 West, Louisiana Meridian.

more fully described in deed from -- to Eugene LeBlanc recorded in Volume 99, Page 559, Deed Records of said Parish, to which reference is here made for further description.







167/405

T O  
THE TEXAS PIPE LINE CO.  
RIGHT OF WAY  
L&  
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That THOMAS O. ALLEN, a bachelor, hereinafter called grantor, of the postoffice of Iowa in the State of Louisiana, for and in consideration of SEVEN HUNDRED EIGHTY-EIGHT AND NO/100 (\$788.00) Dollars, cash in hand paid, receipt of which is

hereby acknowledged, do hereby grant, convey and warrant unto THE TEXAS PIPE LINE COMPANY, a corporation of Texas, its successors and assigns, hereinafter called grantee the right to lay, construct, operate, maintain, inspect, repair, replace, change the size of, and remove a pipe line, in whole, or in part, for the transportation of gas, oil, petroleum, or any of its products, water, and other substances, and such other underground equipment and appurtenances as may be necessary or incidental for such operations, the grantee selecting the route upon, over, and through the following described land, situated in the Parish of Jefferson Davis, in the State of Louisiana, to-wit:

South Half (S $\frac{1}{2}$ ) of Section Twenty-seven (27) Township Nine (9) South, Range Six (6) West lying South (S) of Louisiana Western Railroad and all that part of the South Half (S $\frac{1}{2}$ ) of Section Twenty-eight (28) Township Nine (9) South, Range Six (6) West of the Louisiana Meridian lying South (s) of Louisiana Western Railroad and East (E) of the Missouri Pacific Railroad.

Also the right to lay, construct, operate, maintain, inspect, repair, replace, change, the size of, and remove, in whole or in part, a second pipe line, subject to the payment to the grantor of the same consideration expressed above said second line to be laid adjacent to and parallel with the first.

The grantee, at any and all reasonable times, shall have the right of ingress to and egress from such pipe lines for all purposes of this grant.

TO HAVE AND TO HOLD the rights and privileges hereunder granted unto said THE TEXAS PIPE LINE COMPANY, its successors and assigns, so long as such pipe lines, under ground equipment and appurtenances or any thereof, are maintained.

And by acceptance hereof, the grantee agrees to bury such pipe lines so that they will not interfere with the cultivation of the land and also to pay any and all damages to crops, fences and land which may be suffered from the construction, operation, or maintenance of such pipe lines.

It is understood and acknowledged by the grantor or grantors that the person securing this grant is with out authority to make any agreement in regard to the subject matter hereof which is not expressed herein and that any such agreement will not be binding on the grantee

IN WITNESS WHEREOF this instrument is signed in duplicate originals on this the 15th day of October, 1952.

SIGNED:  
THOMAS O. ALLEN

WITNESSES:  
(S) S.A.DONALDSON

PROOF OF EXECUTION BY ATTESTING WITNESS

STATE OF LOUISIANA )  
PARISH OF CALCASIEU )

Before me, the undersigned authority, this day personally appeared John C. Hoffacker, 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, deposes and says:

That he subscribed his name to the foregoing instrument at the time of the execution thereof as an attesting witness and that he knows Thomas O. Allen the said grantor named in said instrument to be the person described therein and who executed the same, and saw him sign the same as his voluntary act and deed.

ATTESTING WITNESS:

(S) JOHN C. HOFFACKER

Sworn to and subscribed before me, this 15th day of October, 1952.

(S) CLAUDIUS A. MAYO,

NOTARY PUBLIC,

IN AND FOR THE PARISH OF CALCASIEU,

STATE OF LOUISIANA,

S  
E  
A  
L

\$1.10: United States Documentary Stamps attached to original and cancelled  
FILED: NOVEMBER 8, A.D., 1952 AT: 8:00 A.M.  
RECORDED: NOVEMBER 8, A.D., 1952 FILE NO: 204737 CLERK & EX OFFICIO RECORDER

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A. V. PETERS  
T O  
THE TEXAS PIPE LINE CO.  
RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS:  
That A. V. PETERS, married to Metta Peters, vorn Fridley, hereinafter called grantor, of the postoffice of Iowa, in the State of Louisiana, for and in consideration of SEVEN HUNDRED SIXTY-TWO AND

NO/100 (\$ 762.00) Dollars, cash in hand paid, receipt of which is hereby acknowledged, do here by grant, convey and warrant unto THE TEXAS PIPE LINE COMPANY, a corporation of Texas, its successors and assigns, hereinafter called grantee, the right to lay, construct, operate, maintain, inspect, repair, replace, change the size of, and remove a pipe line, in whole, or in part, for the transportation of gas, oil, petroleum, or any of its products, water, and other substances, and such other underground equipment and appurtenances as may be necessary or incidental for such operations, the grantee selecting the route upon, over, and through the following described land, situated in the Parish of Jefferson Davis, in the sState of Louisiana, to-wit:

East Half of Northeast Quarter of Section  
Twenty-six (26), Southwest Quarter of

225/632

The said two poles to be set inside the North line of said tract opposite present poles situated on said tract.

Signed and dated this 16th day of July, 1958.

/s/ MRS. ALICE P. BEGNAUD

WITNESS: as to Owner

/s/ MARION POUSSON

/s/ RICHARD L. CHILDREE

GULF STATES UTILITIES COMPANY

BY /s/ E. L. GRANAU, Vice President

WITNESSES: as to Company,

/s/ FAY DENNEY

/s/ CHARLES GLASS

STATE OF LOUISIANA

PARISH OF CALCASIEU

BEFORE ME, the undersigned authority, personally came and appeared RICHARD L. CHILDREE who, being by me first duly sworn, deposed and said:

That he is one of the subscribing witnesses to the foregoing instrument that Mrs. Alcia Begno, Owner named in the said instrument, signed the same in the presence of appearer and in the presence of Marion Pousson, the other subscribing witness; and that appearer and the other subscribing witness signed attesting said instrument in the presence of the Owner and in the presence of each other, and that the signatures thereon are true and genuine.

/s/ RICHARD L. CHILDREE

SWORN TO AND SUBSCRIBED before me at Lake Charles, Louisiana, on this 18 day of July, 1958.

/s/ LILLIAN FERGUSON, Notary Public SEAL

Filed: August 7, 1958 at: 3:30 P.M.

Recorded: August 7, 1958 File No: 247778

*Charles Glass*  
CLERK & EX OFFICIO RECORDER

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THOMAS O. ALLEN & STATE OF LOUISIANA OVERHANG AND GUYING EASEMENT  
&  
& PARISH OF JEFFERSON DAVIS  
&  
T O & THIS AGREEMENT has been made between the GULF STATES  
& UTILITIES COMPANY, a Texas Corporation, hereinafter referred to  
& GULF STATES UTILITIES CO. \* as Company, and THOMAS O. ALLEN of Calcasieu Parish, Louisiana,  
& RIGHT OF WAY \* owner or owners, hereinafter referred to as Owner, of a tract  
& \* of land situated in the Parish of Jefferson Davis, Louisiana,  
& \*\*\*\*\*

described as follows:

The West 1/2 of the West 1/2 of Section 35, Township 9 South, Range 6 West.

For and in consideration of the mutual and public benefits to be derived herefrom and the sum of Ten and no/100 Dollars (\$10.00) cash in hand paid Owner by Company, receipt of which is hereby acknowledged, the Owner of the above described land, on or adjacent to which the Company has a right of way (public or private) for a line for the transmission of electricity and for telephone and telegraph use, has granted unto Company, its successors and assigns, the right and privileges to overhang the above described property, with its cross arms, wires and other appurtenances the right and privilege to place 1 poles anchors with necessary guy wires on the above described property, and to repair, replace and maintain the same; and the right and privilege to trim and keep trimmed, without additional payment, any and all trees along the said line, so that there shall be a clearance of not less than 10 feet between any part of any tree and the wires, poles and other equipment of the Company, and any trees or underbrush within

be paid for by the Company.

The said poles to be set inside the North line of said tract opposite present poles.

Signed and dated this 17th day of July, 1958.

/s/ THOMAS O. ALLEN

WITNESS: as to Owner:

/s/ MINNIE MARY ANDERSON

/s/ RICHARD L. CHILDREE

GULF STATES UTILITIES COMPANY

BY /s/ E. L. GRANNAR, Vice President

WITNESSES: as to Company:

/s/ FAY DENNEY

/s/ CHARLES GLASS

STATE OF LOUISIANA

PARISH OF CALCASIEU

BEFORE ME, the undersigned authority, personally came and appeared RICHARD L. CHILDREE who, being by me first duly sworn, deposed and said:

That he is one of the subscribing witnesses to the foregoing instrument that Thomas O. Allen, Owner named in the said instrument, signed the same in the presence of appearer, and in the presence of Minnie Mae Anderson, the other subscribing witness; and that appearer and the other subscribing witness signed attesting said instrument in the presence of the Owner and in the presence of each other, and that the signatures thereon are true and genuine.

/s/ RICHARD L. CHILDREE

SWORN TO AND SUBSCRIBED before me at Lake Charles, Louisiana, on this 18 day of July, 1958.

/s/ LILLIAN FERGUSON, Notary Public SEAL

Filed: August 7, 1958 at: 3:30 P.M.

Recorded: August 7, 1958 File No: 247779 CLERK & EX OFFICIO RECORDER

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MRS. GEORGE LELEAUX & STATE OF LOUISIANA OVERHANG AND GUYING EASEMENT

& PARISH OF JEFFERSON DAVIS

T O & THIS AGREEMENT has been made between the GULF STATES UTILITIES

& COMPANY, a Texas Corporation, hereinafter referred to as Company,

GULF STATES UTILITIES & and MRS. GEORGE LELEAUX of Jefferson Davis Parish, Louisiana, owner

RIGHT OF WAY & or owners, hereinafter referred to as Owner, of a tract of land sit-

\*\*\*\*\* & uated in the Parish of Jefferson Davis, Louisiana, described as

follows:

Lot 5 of a subdivsion of the Northwest 1/4 of the Northwest 1/4 of Section 33, Township 9 South, Range 5 West, and the North 1/2 of the Northeast 1/4 of Section 32, Township 9 South, Range 5 West.

For and in consideration of the mutual and public benefits to be derived herefrom and the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid Owner by Company, receipt of which is hereby acknowledged, the Owner of the above described land, on or adjacent to which the Company has a right of way (public or private) for a line for the transmission of electricity and for telephone and telegraph use, has granted unto Company, its successors and assigns, the right and privilege to overhang the above described property, with its cross arms, wires and other appurtenances the right and privilege to place one pole anchors with necessary guy wires on the above described property, and to repair, replace and maintain the same; and the right

246/283

for the purposes and considerations therein shown, and in the capacities therein stated.

IN TESTIMONY WHEREOF I have hereunto affixed my official signature and seal at Jennings, Louisiana, on the day and date above written.

/s/ W. C. ARNETTE Notary Public in and for Jefferson Davis Parish, Louisiana.

PLAT ATTACHED TO ORIGINAL BUT NOT RECORDED.

FILED: DECEMBER 27 A. D. 1960 AT: 11:00 A. M.

RECORDED: DECEMBER 27 A. D. 1960 FILE NO: 265897.

*[Signature]*  
CLERK & EX OFFICIO RECORDER.

THOMAS O. ALLEN & PIPE LINE RIGHT OF WAY GRANT

T O

SOHIO PETROLEUM COMPANY  
RIGHT OF WAY.

STATE OF LOUISIANA :  
PARISH OF JEFFERSON DAVIS :

BE IT KNOWN, that THOMAS O. ALLEN, of Jefferson Davis Parish, Louisiana, hereinafter called "Grantor" (whether one or more), has and by these presents does grant, bargain, sell, transfer and convey unto SOHIO PETROLEUM COMPANY, an Ohio

corporation, authorized to transact business in the State of Louisiana, and its successors and assigns, hereinafter called "Grantee", a right of way, servitude and easement to lay, maintain, operate, repair, replace, alter, renew and remove a pipe line and facilities for the transportation of petroleum, petroleum products, gas, water, or any other liquid or gaseous substance, together with the necessary fixtures, equipment and appurtenances over, through, across and upon land situated in Jefferson Davis Parish, Louisiana, described as follows:

The South 1/2 of Section 27 and the West 1/2 of the Southwest 1/4 Section 26, T 9 S, R 6 W. This line shall be buried 3 ft. below present ground level.

The Grantee, its successors and assigns, shall have the right to select the route of said pipe line across said property and to do whatever may be requisite for the enjoyment of the rights herein granted, including the rights of ingress and egress to and from said right of way and across said tract of land for the purpose of laying, maintaining, watching, repairing, restoring and removing said pipe line.

Grantor and Grantor's heirs and assigns reserve the right fully to use and enjoy said premises except insofar as such use and enjoyment shall be inconsistent with the exercise by the Grantee, its successors or assigns, of the rights herein granted. If and when requested so to do by the Grantor or Grantor's heirs or assigns, the grantee, its successors or assigns, shall bury the pipe line installed hereunder so that the same will not interfere with the cultivation of the land. The Grantee, its successors or assigns, shall pay any damages to crops, buildings drain tile, fences or timber arising from the exercise by the Grantee, its successors or assigns, of any of the rights herein granted; such damages, if not mutually agreed upon, shall be determined by amicable compounders, in accordance with law, consisting of three (3) disinterested persons, one (1) of whom shall be appointed by the Grantor, one (1) by the Grantee, and the third by the two (2) appointed by the parties, and the written award of any two (2) of such persons shall be final and conclusive.

It is understood that the person securing this grant has no authority to make any agreement not expressed herein in regard to the subject hereof, and no agreement not expressed herein, with respect to the subject hereof shall be binding on the Grantee, its successors or assigns.

This grant is made for and in consideration of the sum of One Hundred sixty four Dollars (\$164.00) cash paid by grantee to grantor, who acknowledges the receipt and adequacy thereof.

IN WITNESS WHEREOF, these present have been executed this 5 day of December, 1960.

/s/ THOMAS O. ALLEN WITNESSES: /s/ MRS. ERNEST BROUSSARD, NEAL MORGAN

BEFORE ME, the undersigned authority, this day personally appeared Neal Morgan, 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 a witness, and that he knows Thomas O. Allen, the Grantor named in said instrument, to be the identical person described therein, and who executed the same, and saw him sign the same as his voluntary act and deed, and that he, the said Neal Morgan subscribed his name to the same at the same time as an attesting witness together with the other attesting witness.

/s/ NEAL MORGAN

SWORN TO AND SUBSCRIBED before me, this 6th day of December, 1960.

/s/ ARTHUR J. SHEPARD, JR. NOTARY PUBLIC SEAL.

FILED: DECEMBER 27 A. D. 1960 AT: 11:00 A. M.

RECORDED: DECEMBER 27 A. D. 1960 FILE NO: 265898.

CLERK & EX OFFICIO RECORDER.

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CLAUDE L. BOWERS PIPE LINE RIGHT OF WAY GRANT.

STATE OF LOUISIANA :

T O PARISH OF JEFFERSON DAVIS :

BE IT KNOWN, That CLAUDE L. BOWERS, hereinafter called "Grantor" (whether one or more,) has and by these presents does grant, bargain, sell, transfer and convey unto SOHIO PETROLEUM COMPANY RIGHT OF WAY.

##### PETROLEUM COMPANY, an Ohio Corporation, authorized to transact business in the State of Louisiana, and its successors and assigns, hereinafter called "Grantee", a right of way, servitude and easement to lay, maintain, operate, repair, replace, alter, renew and remove a pipe line and facilities for the transportation of petroleum, petroleum products, gas, water, or any other liquid or gaseous substance, together with the necessary fixtures, equipment and appurtenances over, through, across and upon land situated in Jefferson Davis Parish, Louisiana, described as follows:

The Southwest 1/4 and the West 1/2 of Southeast 1/4 Section 23 T 9 S, R 6 W, This line shall be buried 3 ft. below the present level of the ground.

The Grantee, its successors and assigns, shall have the right to select the route of said pipe line across said property and to do whatever may be requisite for the enjoyment of the rights herein granted, including the rights of ingress and egress to and from said right of way and across said tract of land for the purpose of laying, maintaining, watching, repairing, restoring and removing said pipe line.

Grantor and grantor's heirs and assigns reserve the right fully to use and enjoy said premises except insofar as such use and enjoyment shall be inconsistent with the exercise by the Grantee, its successors or assigns, of the rights herein granted. If and when requested so to do by the Grantor or Grantor's heirs or assigns, the grantee, its successors or assigns, shall bury the pipe line installed hereunder so that the same will not interfere with the cultivation of the land. The Grantee, its successors or assigns, shall pay any damages to crops, buildings, drain tile, fences or timber arising from the exercise by the Grantee, its successors or assigns, of any of the rights herein granted; such damages, if not mutually agreed upon, shall be determined by amicable compounders, in accordance with law, consisting of three (3) disinterested persons, one (1) of whom shall be appointed by the Grantor, one (1) by the Grantee, and the third by the two (2) appointed by the parties, and the written award of any two (2) of such persons shall be final and conclusive.

It is understood that the person securing this grant has no authority to make any agreement





which is under cultivation shall at the time of the construction thereof, be buried to such depth as will not interfere with Grantors use of saidland for normal cultivation required for the planting and tending of crops; except that Grantee, at its option, may construct its pipeline above the channel of any natural or man-made stream, ravine, ditch or other water course.

It is agreed that any payment hereunder may be made direct to Clarence E. Romero, attorney for grantors, and payment so made shall be deemed and considered as payment to each of said Grantor

The rights herein granted may be assigned in whole or in part.

The terms, conditions and provisions of this right of way servitude shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

In the event construction is not completed prior to March 1, 1963, and landowner is unduly delayed in planting 1963 rice, damages, if any, are not included herein.

Unless Grantors consent thereto in writing, the pipeline shall not be constructed on the above described property until after the 1962 rice crop thereon has been harvested and removed.

IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and seals this 18th day of June, 1962.

Signed, sealed, and delivered in the presence of:

s/ JOHN L. ALLEN

s/ THOMAS O. ALLEN

s/ MRS. C. E. ROMERO

STATE OF LOUISIANA )  
                           ) SS                 DIRECT ACKNOWLEDGMENT  
PARISH OF JEFFERSON DAVIS)

On this 18th day of June, 1962, before me, Notary, personally appeared THOMAS O. ALLEN, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

s/ CLARENCE E. ROMERO - Notary Public, Parish of Jefferson Davis, State of Louisiana.

FILED: JUNE 25, 1962. A. D. AT: 5:00 P. M.

RECORDED: JUNE 25, 1962. A. D. FILE # 276901/

*J. W. P... Clerk*  
CLERK & EX OFFICIO RECORDER.

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX  
TRUMAN FEAR, JR.                         X                 RIGHT OF WAY  
                                           X  
                                           X  
TO                                         X                 FOR AND IN CONSIDERATION OF One Thousand and No/100 DOLLARS, the  
                                           X  
COLONIAL PIPE LINE COMPANY           X                 receipt of which is hereby acknowledged, TRUMAN FEAR, JR.,  
                                           X                 married to and living with Betty Oglivie; hereinafter referred  
                                           X  
RIGHT-OF-WAY                           X                 to as Grantors (whether one or more), do hereby grant and convey  
                                           X  
                                           X                 unto COLONIAL PIPELINE COMPANY, a Delaware corporation, its  
                                           X  
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXJ         successors, and assigns, hereinafter referred to as Grantee, a  
servitude for a pipeline right of way with the right to construct, maintain, inspect, operate  
and protect repair, replace and remove a pipeline for the transportation of liquids and/or  
gases on, over and through the following described lands, of which Grantors warrant they are  
the owners in fee simple, situated in Jefferson Davis, Parish, State of Louisiana, to-wit:  
Northwest Quarter (NW/4); West Half of Northeast Quarter (W/2 of NE/4) and that part  
of the Northwest Quarter of Southwest Quarter (NW/4 of SW/4) lying north of the right  
of way of the Louisiana Western Railroad, all in Section 26, Township 9 South, Range  
6 West.  
No above ground appurtenances permitted except at fence lines. Line shall be constructed  
within 18 months from date hereof, or grant shall be null and void. After construction, non  
use of line for 24 consecutive months shall render line abandoned to property owner. Line shall  
be 100 feet in width during construction, reverting to 30 feet after construction.



327/393

CHARLES R. LANCASTER ET AL , TO TENNESSEE GAS PIPELINE CO. RIGHT OF WAY

393

*Amg*

TCP 420 4/66 M/L

RIGHT OF WAY AGREEMENT KICAT (2)

RECEIVED LOUISIANA  
50 JUL 22 1968  
L#

STATE OF LOUISIANA

327518

PARISH OF JEFFERSON DAVIS

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, CHARLES R. LANCASTER, INDIVIDUALLY AND AS AGENT & ATTORNEY-IN-FACT FOR ANNIE LANCASTER WEBB, HARRY A. ALLEN, JOHN LESTER ALLEN, CATHERINE ALLEN LETZ, JAMES F. HOFFPAUIR, ALBERT C. HOFFPAUIR, AND THOMAS D. ALLEN

(hereinafter called GRANTOR, whether one or more), for and in consideration of the sum of TEN DOLLARS & OTHER VALUABLE CONSIDERATIONS (\$10.00 & O.V.C.) Dollars, in hand paid, receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto TENNESSEE GAS PIPELINE COMPANY, a division of Tenneco Inc., a Delaware corporation, its successors and assigns (hereinafter called GRANTEE), the right, privilege and authority for the purposes of laying, constructing, maintaining, operating, altering, repairing, removing, changing the size of and replacing pipe lines (with fittings, tie-overs, valves and appliances, including, but not limited to the right to erect Cathodic Protection equipment) for the transportation of oil, gas petroleum products or any other liquids, gases or substances which can be transported through pipe lines, ~~and of erecting, maintaining and removing a line of poles and appurtenances thereto for the operation thereof of telephone, telegraph and electric transmission lines,~~ the Grantee to have the right to select, change or alter the routes under, upon, over and through lands which the undersigned owns or in which the undersigned owns or in which the undersigned has an interest, situated in the Parish of Jefferson Davis, State of Louisiana, described as follows:

The South Half of Section Twenty-Seven (S $\frac{1}{2}$  of Sec. 27) Township Nine (9) South, Range Six (6) West, lying South of Southern Pacific Railroad right-of-way.

Said pipeline shall be constructed along the route of attached plat , and made a part hereof.

It is hereby understood that the Right of Way herein granted shall be limited to Fifty (50') feet in width throughout for construction purposes, except necessary working space may be used at roads, canals, flooded fields, streams and water crossings; thereafter, said Right of Way shall revert to a width of Fifteen ( 15 ') feet, being Seven & one half ( 7 $\frac{1}{2}$  ') feet each side of the centerline of said pipeline, however necessary working space may be used for maintaining, operating, repairing or removing said pipeline.

Grantee shall bury said pipeline under the ground a sufficient depth so that the land may be cultivated, also Grantee agrees to bury it's pipeline not less than Three ( 3 ') feet from the bottom of the present depth of all existing ditches and canals. In laying it's line through lands now used for farming purposes, Grantee will exercise extreme caution in order to restore as near as practicable the surface to its original condition.

After construction said Right of Way will be leveled and all drains and canals will be restored to their original profile. Also, all stumps and other debris will be removed from the Right of Way.

Said ingress and egress to the Right of Way shall be limited to Right of Way proper ~~which will be restored to good or better condition prior to construction.~~

Grantee agrees to provide a convenient crossing for Grantor across the ditch line at the time of construction.

In the event Grantors canals are being used at the time of construction, Grantee will take the necessary steps to insure that there will be no loss of water to the adjacent fields.

There will be no above ground structures on the right of way except vent posts at or near the property line.

327518

By the terms of this agreement Grantee has the right to lay, construct, maintain, operate, alter, repair, remove, change the size of and replace at any time or from time to time one or more additional lines of pipe, said additional lines not necessarily parallel to any existing line laid under the terms of this agreement, and for each such additional line laid Grantee shall pay Grantor or his agent hereinafter designated his pro rata share of (\$ \_\_\_\_\_) Dollars per lineal rod of pipe line within sixty (60) days subsequent to the completion of the construction of such additional line. The Grantee, its successors and assigns, are hereby expressly given and granted the right to assign the rights, privileges and authority herein granted and conveyed, or any part thereof, or interest therein, and the same shall be divisible among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full rights and privileges herein granted, to be owned and enjoyed either in common or in severalty.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to, the free right of ingress and egress limited to the right-of-way

TO HAVE AND TO HOLD the said rights, privileges and authority, unto said Grantee, its successors and assigns, until such pipe line be constructed and so long thereafter as a pipe line, ~~telephone line, telegraph line or electric transmission line~~ is maintained thereon; and the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular said premises unto the Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The undersigned Grantor, his successors, heirs or assigns, reserves the right to fully use and enjoy the said premises subject to the rights, privileges and authority herein granted and conveyed; provided, however, that the Grantee shall have the right from time to time to cut and remove all trees, undergrowth and other obstructions that may injure, endanger or interfere with the construction and use of said pipe lines, ~~telephones, telegraph or electric transmission lines~~ or fittings and appliances appurtenant to any of said lines.

The Grantee, by the acceptance hereof, agrees to pay for any damage to crops, fences and timber, which may arise from laying, constructing, maintaining, operating, altering, repairing, removing, changing the size of and replacing such pipe lines. Said damage, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one to be appointed by the undersigned Grantor, his successors, heirs, or assigns and by the Grantee, its successors or assigns, or in case such rights, privileges and authority are owned or held by more than one owner such appointment shall be made by the Grantor, its successors and assigns, against whom damages are claimed, and the third by the two persons aforesaid, and the unanimous award of such three persons shall be final and conclusive.

All payments hereunder may be made by check or draft of Grantee direct or by mail to Grantor at

or to \_\_\_\_\_ who is hereby appointed agent of the undersigned for all matters herein and is authorized to negotiate, receive, receipt and release for all payments and claims against Grantee, its contractors, agents or employees; or, at the option of Grantee, such payments may be made by depositing the same in \_\_\_\_\_ Bank, at \_\_\_\_\_ to the credit of Grantor, or said agent, said bank, and its successors, being hereby designated as the depository for such purpose, irrespective of any future change in the ownership of the lands hereinabove described. Should there be any change in the ownership of said lands, then such deposit shall be made in the aforesaid depository to the credit of those acquiring said lands, but no change in ownership of said lands shall be binding upon Grantee until the instrument of title by which such change becomes effective has been placed of record in the County wherein such lands are located and a certified copy thereof delivered to Grantee.

It is mutually understood and agreed that this indenture as written covers all the agreements and stipulations between the parties and that no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms hereof.

IN WITNESS WHEREOF, the Grantors herein have executed this conveyance this 19th day of July, 1968.

WITNESSES:

*Beatrice Ferguson*  
*E. Koffler*

*Charles R. Lancaster*  
Charles R. Lancaster, Individually & as Agent & Attorney-in-Fact for Annie Lancaster Webb, Harry A. Allen, John Lester Allen, Catherine Allen Letz, James F. Hoffpauir, Albert C. Hoffpauir.

*Thomas D. Allen*  
Thomas D. Allen

SIGNER'S ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

On this 17th day of July, 1968, before me personally appeared Thomas D. Allen and Charles R. Lancaster, Individually & as Agent and Attorney-in-Fact for Annie Lancaster Webb, Harry A. Allen, John Lester Allen, Catherine Allen Letz, James F. Hoffpauir and Albert C. Hoffpauir. to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed, and in the capacity therein stated.

[Signature]
Notary Public

RECEIVED AND FILED
1968 JUL 26 AM 9:30
CLERK OF COURT
JEFFERSON DAVIS PARISH

PROOF BY WITNESS

STATE OF LOUISIANA

PARISH OF

BEFORE ME, the undersigned authority, this day personally appeared to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who first being duly sworn, on his oath, says: That he subscribed his name to the foregoing instrument as a witness, and that he knows

the Grantor named in said instrument, to be the identical person described therein, and who executed the same, and saw sign the same as voluntary act and deed, and that he, the said subscribed his name to the same at the same time as an attesting witness.

SWORN TO AND SUBSCRIBED before me, this day of 19 Notary Public in and for Parish.

LINE LIST No.
RIGHT OF WAY
Dated 19 FROM
TO
TENNESSEE GAS PIPELINE COMPANY
A DIVISION OF TENNECO INC.
P. O. Box 2511
Houston, Texas 77001
State of Louisiana
Parish of

RETURN TO
TENNESSEE GAS PIPELINE COMPANY
RIGHT OF WAY DEPARTMENT
HOUSTON, TEXAS 77001

CORPORATION ACKNOWLEDGMENT

STATE OF OF

On this day of 19 before me appeared to me personally known, who, being by me duly sworn did say that he is the of and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and that acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

396

JEFFERSON DAVIS PARISH, LOUISIANA  
T 95 - R 6 W  
SECTION 27

2,218 FEET  
134.4 RODS

John C. Bourgeois, et. al.  
& Proposed Right-Of-Way

Southern Pacific R. R.

R & R/W

Charles R. Lancaster, et. al.

Drain

N 0° 41' 47" E ~ 2,218'

749'

753'

R & R/W




State Hwy. 90 & 8

27 26  
34 35

Luma Bourgeois

L.L. KICAT (2) - 50

|          |      |                                                                                                                                                                                              |      |                                          |
|----------|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------------------------------------------|
| BY       | CK'D |  <b>TENNESSEE GAS PIPELINE CO.</b><br>A DIVISION OF TENNECO INC.<br>ENGINEERING DEPARTMENT HOUSTON, TEXAS |      |                                          |
|          |      | PROPOSED RIGHT-OF-WAY CROSSING<br>THE CHARLES R. LANCASTER, ET AL. PROP.<br>JEFFERSON DAVIS PARISH, LOUISIANA                                                                                |      |                                          |
| REVISION |      | DRAWN BY                                                                                                                                                                                     | DATE | APPROVED BY                              |
|          |      | CHECKED BY                                                                                                                                                                                   | DATE | <i>J.C. White</i><br>P.E. CHIEF ENGINEER |
| NO       | DATE | CORRECT BY                                                                                                                                                                                   | DATE |                                          |
|          |      | APPROVED BY                                                                                                                                                                                  | DATE |                                          |
|          |      | SCALE 1" = 500'                                                                                                                                                                              | C.O. | TA-12-5507A-100-58                       |

*J.W. Pitts*

FILED: JULY 26, 1968 A. D. AT 9:30 A. M.

RECORDED: JULY 26, 1968 A. D. FILE #327519 CLERK & EX OFFICIO RECORDER

54 368/454  
950  
2/25  
11.50

(2)202:64

ORIGINAL 360329  
RIGHT OF WAY SERVITUDE

FOR AND IN CONSIDERATION OF Three Hundred and Eighty Four and no/100 - - - - DOLLARS,

the receipt of which is hereby acknowledged, Charles R. Lancaster; Annie Lancaster Webb; John Lester Allen; Harry A. Allen; Catherine Allen Letz; James F. Hoffpauir; Albert C. Hoffpauir and Thomas D. Allen, hereinafter referred to as Grantors (whether one or more), do hereby grant and convey unto COLONIAL PIPELINE COMPANY, a Delaware corporation, its successors and assigns, hereinafter referred to as grantee, a servitude for a pipe line right of way with the right to construct, maintain, inspect, operate, protect, replace, repair, ~~change the size of,~~ and remove a pipe line for the transportation of liquids and/or gases, upon and along a route to be selected by Grantee, said right of way being Fifty feet in width on, over, and through the following described lands, of which

Grantors warrant they are the owners in fee simple, situated in Jefferson Davis Parish, State of Louisiana, to-wit:

All that part of the South half (S $\frac{1}{2}$ ) of Section 27, lying South of Right of Way of Louisiana Western Railroad; and all that part of the South half of Section 28 lying South of the Right of Way of the Louisiana Western Railroad and East of the Right of Way of Missouri Pacific Railroad, all in Township 9 South, Range 6 West,

The route of the proposed pipeline is shown on Plat No. (2) 202:64, attached hereto and made a part hereof,

The right of ingress and egress is limited to the right of way proper.

together with the right of unimpaird access to said pipe line and the right of ingress and egress ~~through~~ through Grantors' above-described land for any and all purposes necessary and incident to the exercise by said Grantee of the rights granted hereunder, with the further right to maintain said right of way herein granted clear of trees, undergrowth, and brush.

Grantors covenant and agree that they will not impound water or construct buildings or structures of any type whatsoever on the above described right of way strip. This shall be a covenant running with the land and shall be binding on Grantors, their heirs and assigns.

In addition to the above consideration, Grantee agrees to repair or to pay for any actual damage which may be done to growing crops, timber, fences, buildings, or other structures directly caused by Grantee exercising any rights herein granted; provided, however, after the first pipe line has been installed, Grantee shall not be liable for damages caused on the right of way by keeping said right of way clear of trees, undergrowth, brush, structures, and obstructions in the exercise of its rights granted herein.

Any pipe line constructed by Grantee across any portion of the above-described land which is under cultivation shall, at the time of the construction thereof, be buried to such depth as will not interfere with Grantors' use of said land for normal cultivation required for the planting and tending of crops; except that Grantee, at its option, may construct its pipe line above the channel of any natural or man-made stream, ravine, ditch, or other watercourse.

It is also agreed that Grantee has the right to use a strip of land thirty five (35) feet in width adjacent to the said right of way (upon the side selected by Grantee) and running the length thereof, as a temporary work space, except at the U. S. Highway No. 90, Irrigation Canal, and Louisiana Western Railroad, crossings, necessary work space is granted during construction of said pipeline.

Rights herein granted shall limit the construction of above ground structures to field boundaries or property lines.

The rights herein granted are divisible and assignable in whole or in part.

The terms, covenants, and provisions of this right of way servitude shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

TO HAVE AND TO HOLD said rights and right of way, servitude, estates, and privileges unto the said Grantee, its successors and assignees, so long as said right of way and servitudes are used for the purposes granted herein.

IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and seals this 24th day of

February 24, 1974.

Signed, sealed, and delivered in the presence of:

Richard Letz  
C. J. Rhodes Jr

Charles R. Lancaster  
Charles R. Lancaster, Individually and as Agent and Attorney-in-fact for: Annie Lancaster Webb; John Lester Allen; Harry A. Allen; Catherine Allen Litz; James F. Hoffpauir; Albert C. Hoffpauir and Thomas D. Allen.

APPROVED BY  
[Signature]  
RW SUPERVISOR

360329  
1974 FEB -9 PM 12:33  
CLERK OF COURT



STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

BEFORE ME, the undesignated authority, this day personally appeared Richard Cate to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who first being duly sworn, on his oath, says: That he subscribed his name to the foregoing instrument as a witness, and that he knows Charles R. Lancaster, individually and as Agent and Attorney - in - fact for: Annie Lancaster Webb; John Lester Allen; Harry A. Allen; Catherine Allen Litz; James F. Hoffpauir; Albert C. Hoffpauir and Thomas D. Allen, the Grantor named in said instrument, to be the identical person described therein, and who executed the same, and saw them sign the same as their voluntary act and deed, and that he, the said Richard Cate subscribed his name to the same at the same time as an attesting witness.

SWORN TO AND SUBSCRIBED before me this 9<sup>th</sup> day of June, 19 72  
Gay B. Huff  
Notary Public in and for Jefferson Davis Parish

Richard Cate  
Richard Cate

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

BEFORE ME, the undersigned authority, this day personally appeared Richard Cate to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who first being duly sworn, on his oath, says: That he subscribed his name to the foregoing instrument as a witness, and that he knows Charles R. Lancaster, Individually and as Agent and Attorney-in-fact. the Grantor named in said instrument, to be the identical person described therein, and who executed the same, and saw them sign the same as their voluntary act and deed, and that he, the said Richard Cate subscribed his name to the same at the same time as an attesting witness.

SWORN TO AND SUBSCRIBED before me, this 28<sup>th</sup> day of February, 19 72  
Arthur J. Hanks  
Notary Public in and for Jefferson Davis Parish.

Richard Cate

CORPORATION ACKNOWLEDGMENT

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

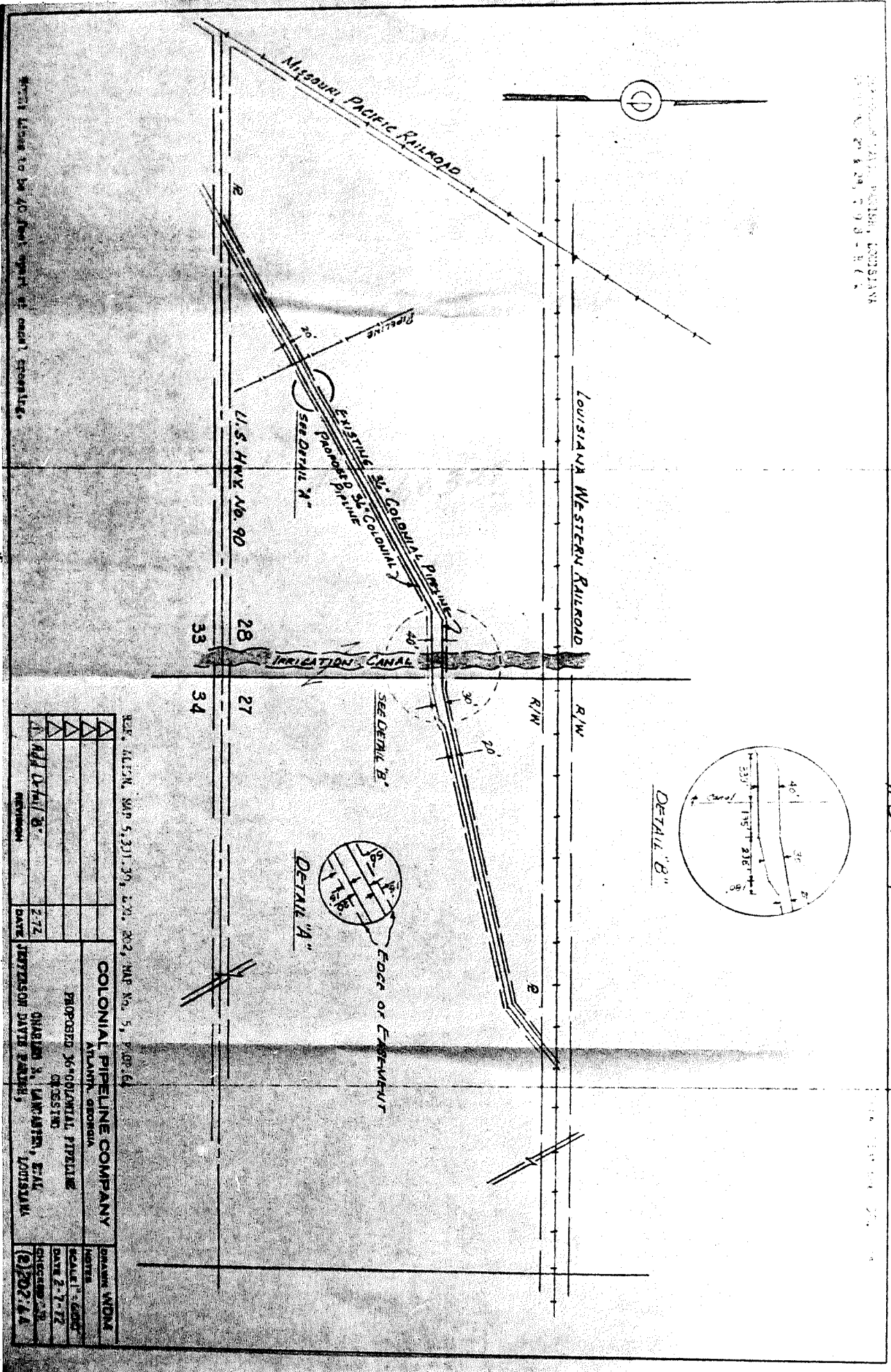
On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me appeared \_\_\_\_\_ to me personally known, who, being by me duly sworn did say that he is the \_\_\_\_\_ of \_\_\_\_\_ and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and that \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

|        |          |      |                           |      |        |      |
|--------|----------|------|---------------------------|------|--------|------|
| Series | Line No. | FROM | TO                        | Line | Length | Rods |
|        |          |      | COLONIAL PIPELINE COMPANY |      |        |      |

RECORD OF DEEDS, PARISH OF ORLEANS, LOUISIANA  
BOOK 26, PAGE 593 - R.F.C.

# 360329



Width shown to be 40 feet, width of main easement.

*J.W. Rice*

FILED: JUNE 9, 1972 A.D. AT 12:33 P.M.  
RECORDED: JUNE 9, 1972 A.D. FILE # 360329 CLERK & EX OFFICIO RECORDER  
\*\*\*\*\*

453/237

412054

237

RECEIVED AND FILED

1978 SEP -5 AM 8:59

CLERK OF COURT  
JEFFERSON DAVIS PARISH

STATE OF LOUISIANA  
PARISH OF JEFFERSON DAVIS

RIGHT OF WAY AGREEMENT

THIS AGREEMENT made and entered into by and between ANNE LANCASTER WEBB, a resident of Alvin, Texas, CHARLES R. LANCASTER, a resident of Calcasieu Parish, JOHN LESTER ALLEN, a resident of Acadia Parish, HARRY A. ALLEN, a resident of Acadia Parish, CATHERINE ALLEN LETZ, a resident of Acadia Parish, JAMES F. HOFFPAUIR, a resident of Calcasieu Parish, Louisiana, ALBERT C. HOFFPAUIR, a resident of Calcasieu Parish, represented herein by CHARLES R. LANCASTER, Agent and Attorney in Fact; GREGORY DON BOURGEOIS, of full age and a resident of Jefferson Davis Parish, Louisiana, CHARLES L. BOURGEOIS, of full age and a resident of Jefferson Davis Parish, Louisiana, PAMELA MARIE BOURGEOIS and PHILIP PAUL BOURGEOIS, both minors, residents of Jefferson Davis Parish, Louisiana, represented herein by BOBBIE LEE BOURGEOIS, their duly authorized Administrator, as per Court Order attached hereto and made a part hereof, all hereinafter referred to as "Grantor" and TRUNKLINE GAS COMPANY, a Delaware Corporation, said corporation being hereinafter referred to as "Grantee," as follows, to-wit:

412054

WHEREAS, Grantor is the owner of the property, situated in the Parish of Jefferson Davis, State of Louisiana, as described on the attached Exhibit, made a part hereof and marked "Exhibit A";

WHEREAS, Grantee desires to acquire of Grantor the right to lay, maintain, inspect, repair and operate One (1) Twenty Four (24) inch pipeline for the transportation of oil, gas water or other fluid substances, under and across the hereinabove described land, and Grantor desires to grant such servitude to Grantee on the terms and conditions hereinafter expressed.

NOW, THEREFORE, for and in consideration of the sum of ONE HUNDRED-FORTY-FOUR AND 20/100THS (\$144.20) DOLLARS, cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant unto Grantee the right to lay, maintain, inspect, repair, and operate one

Twenty Four (24) inch pipeline for the transportation of oil, gas, water or other fluids and substances under and across the said land hereinabove described. The route and course of the said pipeline right of way across the said land is shown on the plat attached hereto, made a part hereof, and marked "Exhibit B", the width of which is seventy (70) feet during construction, to revert to a width of Thirty (30) feet, being Fifteen (15) feet on each side of the center line of the pipeline, after construction completed. Provided that at the roads and canal crossings, necessary work space is granted during construction of the said pipeline only. Said pipeline is to be located Thirty (30) feet East of existing 20 inch Trunkline Pipeline, the entire distance across Grantor's property.

There is included in this transfer the rights of ingress, egress and regress to and from said line for the purpose aforesaid, but limited to the right of way herein granted, and subsequent to the completion and the installation of said pipeline in accordance with the terms and conditions hereof, the Grantor shall have the right to fully use and enjoy said premises, including the right to farm and graze the surface of the land along the route of said pipeline, and Grantee agrees to pay Grantor for all damages from the exercise by Grantee of the rights herein granted. It being understood, however, that Grantor may not construct or permit to be constructed any permanent structure or obstructions on or over or that will interfere with the construction, maintenance or operation of said pipeline.

As additional consideration for the grant of this servitude, Grantee agrees:

1. That said pipeline shall be buried at least thirty-six (36) inches below the surface of the ground, measured from the surface of the ground to the top of the pipe after land is levelled.

2. Where canals are to be crossed, they shall be bored through and under to a depth of not less than five feet from the bottom of the canal to the top of the bore.

3. No valves, fittings, meters and other equipment shall be installed on or in connection with the said pipe line without the written consent of the Grantor; and no installation whatsoever shall be made above-ground; except the cathodic control may be installed at outside line fence lines.

4. Grantee agrees to bury said pipeline five (5) feet below the surface of the land whenever the said pipeline shall run under or below any large drainage ditch or irrigation canal, whether natural or artificial, said pipeline shall be buried at least five (5) feet below the bottom of said drainage ditch.

5. Grantee shall back fill the pipeline ditch, restore all levees to as near their original condition as practicable.

6. After the installation of said pipeline and in case of the abandonment and/or the expiration of this grant of servitude for any cause or reason, Grantee agrees that all ditches and debris caused by the construction or removal operation must be filled, cleared and the land restored as near as possible to its original condition.

7. That this grant is limited to one pipeline only as herein described, and for the use herein provided; and there shall be no other use such as pole line, cables, building or towers or install any equipment above ground.

8. That Grantee, before severing or cutting Grantor's fence or fences at each point where the same is to be severed or cut, will first staunchly double-brace with treated posts of a size of not less than 6" X 6" X 8', the two panels the one immediately on either side of the point of severance, setting the posts three feet in the ground so as to prevent unnecessary sag to the remaining portion of Grantor's fence or fences. In replacing the severed fence, new 4-point barbed wire is to be used and a sufficient closure shall be maintained so as to prevent the escape or injury of livestock. Failure to do this will result in liquidated damages to Grantor of \$100.00 per fence crossing, which shall be paid to Grantor upon demand.

9. This grant is made subject to any and all previous rights of way and/or servitudes, oil, gas, mineral lease or leases and mortgage, or mortgages, and rights of Grantor's tenants, if any, presently affecting said above described property, and Grantee agrees that the exercise by it of this servitude will not interfere with any exploration, mining or development of oil, gas or other minerals on said property.

10. The construction or installation of said pipeline shall be completed not later than August 15, 1980, or this grant shall become void; and in the event of non-use of this pipeline after construction by Grantee, its successors or assigns, for a period of twenty-four (24) months, this servitude shall be considered abandoned. In the event Grantee is constructing the said pipeline on August 15, 1980, but are not completed with the construction, then Grantee may continue with the construction upon payment to Grantor of \$100.00 for each day of construction after August 15, 1980. If construction is not commenced by August 15, 1980, Grantee shall have the right to retain this right of way agreement for two (2) additional one year periods, upon payment to Grantor of \$30.00 per rod for each additional year selected.

11. It is well understood and agreed by and between the parties hereto that Grantee is fully liable for all legally assessable injury to persons or property, including public liability, resulting from the construction, maintenance and operation of the pipeline over and across the hereinabove described land, which liability is in addition to that already assumed hereinabove. Public liability as defined herein applies but not with limitations to an/all public and private claims. To be included herein are any claims whatsoever as a result of death/deaths and/or personal injury to any person/persons attributed directly or indirectly by operations of Grantee or his assigns or his/their contractors on the property described herein under the rights of this grant of servitude. However Grantee shall not be responsible for any damages/or injuries caused by Grantor's negligence.

12. This is the grant of servitude and not the grant of the fee title to any land. Consequently no oil, gas or other minerals and no oil, gas or mineral rights are involved in this transaction, and Grantee well understands that it has no right to explore or develop the mineral possibilities on the land occupied by its pipeline or the right to grant such privilege to others.

13. Grantee agrees to replace all canals, drain ditches and flood levees, as they were, should they for any reason be destroyed.

14. Grantee agrees that in the event the construction or repairs of a pipeline occurs during the flooding of the rice fields, Grantee agrees to provide for the fluming of the water across the pipeline ditch and/or right of way so that the water in the rice fields will remain level, and levees necessary to keep the water from running off the land will be built along the right of way by Grantee and maintained by Grantee. The location for fluming the water across the right of way shall be constructed at points selected by Grantor.

15. Grantee shall reimburse Grantor at the rate of \$25.00 per hour for such additional hours as it may become necessary to run his pumps in order to keep his crops properly irrigated, and Grantee shall maintain the levee on either side of its right of way.

16. All wood blocks, metal pieces or other foreign material brought onto or deposited on the right of way by Grantee, its agents or assigns, are to be removed upon completion of the line, and if not, Grantee shall reimburse Grantor for any damages which may result from breakage or damage of machinery or equipment while hereafter cultivating the said area or harvesting the said area.

17. Grantee shall restrict itself to its right of way herein granted and shall be fully responsible for any off right of way damages of any nature which may be caused by Grantee and sustained by Grantor. However Grantee may enter Grantor's property during an emergency, but shall be responsible for all damages caused by such off right of way entrance.

18. Grantor, his heirs and assigns, reserve the right to cross said right of way with underground irrigation, streets, roads, sewer, power and other utility lines, provided said streets and road crossings are not less than 70° to said right of way and further provided that the grade over the pipelines is not changed, and Grantee shall not require that Grantor, his heirs or assigns, case the pipelines at the crossing point. Grantor, his heirs or assigns, agree to give Grantee two week's notice in writing prior to crossing said right of way with roads, streets or sewer line by certified or registered mail addressed to its home office, P. O. Box 1642, Houston, Texas 77001, so that Grantee may have representatives present if desired.

19. In the event Grantee is conducting its construction or repair operations on the easement herein granted during the planting and/or harvesting period of any crop and said construction operations interfere with planting and harvesting of said crops, then in that event, the Grantee shall provide Grantor, his heirs and/or his tenant with proper passage for planting and harvesting machinery and equipment over and across said easement herein granted to properly plant, care for, and harvest said crop outside of the said easement. The said crossing shall be at locations selected by Grantor.

20. Grantee assumes all liability for blow-outs, leaks, oil spills, explosions or any and all damages occasioned by the operation of the said pipeline and shall hold Grantor harmless in the premises.

21. When trench is dug for said pipeline, the top 18 or 20 inches is to be put aside and kept separately from the remainder of the soil. The top soil is to be replaced as top soil on fill of trench. All excess clay or over burden to be moved by Grantee to a point on Grantor's property as designated by Grantor, and said clay or over burden to be leveled by Grantee. Said point however to be located within one mile of the right of way. The said clay or over burden is to be so moved if weather permits within ten (10) days after construction of the pipeline on Grantor's property.

It is understood that the person securing this grant is without authority from Grantee to make any agreements with respect to the subject matter hereof which are not expressed herein, and this instrument contains the entire contract between the parties.

In the event there should arise any dispute concerning the provisions set forth in this agreement that the parties agree that the 31st Judicial District Court for the Parish of Jefferson Davis, Louisiana shall have jurisdiction.

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

IN TESTIMONY WHEREOF, Grantors have executed this grant of servitude at various places, in the presence of the undersigned competent witnesses.

JENNINGS, LOUISIANA, August 17<sup>th</sup>, 1978.

WITNESSES:

Lee L. Maxwell

Beverly P. Evans

Charles R. Lancaster  
CHARLES R. LANCASTER, Individually  
and as Agent and Attorney in Fact  
for ANNE LANCASTER WEBB, JOHN  
LESTER ALLEN, HARRY A. ALLEN,  
CATHERINE ALLEN LETZ, JAMES F.  
HOFFPAUIR and ALBERT C. HOFFPAUIR

Lee L. Mayeux

Gregory Don Bourgeois  
GREGORY DON BOURGEOIS

Beverly P. Evans

Charles L. Bourgeois  
CHARLES L. BOURGEOIS

Bobbie Lee Bourgeois  
BOBBIE LEE BOURGEOIS, Administrator  
for PAMELA MARIE BOURGEOIS and  
PHILIP PAUL BOURGEOIS, Minors

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS

On this 17<sup>th</sup> day of August, 1978, before me, the undersigned authority, came and appeared:

CHARLES R. LANCASTER, Individually and as Agent and Attorney in Fact for ANNE LANCASTER WEBB, JOHN LESTER ALLEN, HARRY A. ALLEN, CATHERINE ALLEN LETZ, JAMES F. HOFFPAUIR, and ALBERT C. HOFFPAUIR;

GREGORY DON BOURGEOIS, CHARLES L. BOURGEOIS, and BOBBIE LEE BOURGEOIS, Administrator for PAMELA MARIE BOURGEOIS and PHILIP PAUL BOURGEOIS, Minors,

to me known to be the persons in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed for the purposes and considerations therein shown.

IN TESTIMONY WHEREOF, I have affixed my official signature and seal at Jennings, Louisiana, on the day and date above written.

Charles R. Lancaster  
NOTARY PUBLIC



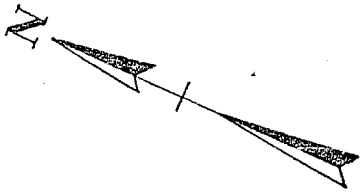
All that part of the South Half ( $S\frac{1}{2}$ ) of Section Twenty-eight (28), Township Nine (9) South, Range Six (6) West of Louisiana Meridian, lying South of the Southern Pacific Railroad Right of way and East of Missouri Pacific Railroad right of way, LESS AND EXCEPT a strip of land 150 feet in width more fully described as follows: Beginning at a point 848 feet West of Southeast corner of Section 28, thence in a Northeasterly direction 1599 feet to the east line of said Section 28, thence North 882 feet to South boundary line of the Southern Pacific railroad right of way thence West along the right of way 150 feet, thence South 843 feet, thence in a Southwesterly direction 1505 feet to the South line of Section 28, thence East along said South line 150 feet to the point of beginning.

"EXHIBIT A"

204

# JEFFERSON DAVIS PARISH, LOUISIANA

T-9-S R-6-W  
SECTION 28



SO. PACIFIC R.R. &  
MISSOURI PACIFIC R.R.

CHARLES R. LANCASTER,  
ET AL  
204-2-2  
144.2 RODS

U.S. HWY 90

PROPOSED 24" PIPELINE  
EXISTING 20" PIPELINE

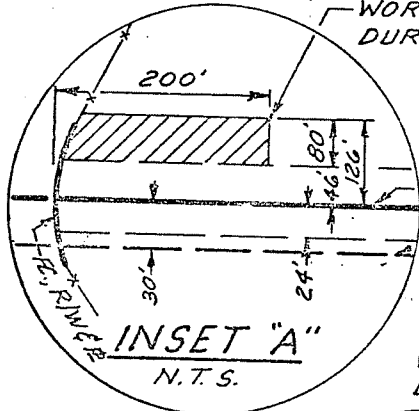
1,125'

N 24° 14' W - 2,379'

SEE INSET "B"

SEE INSET "A"

TEMPORARY EXTRA  
WORKING SPACE  
DURING CONST.

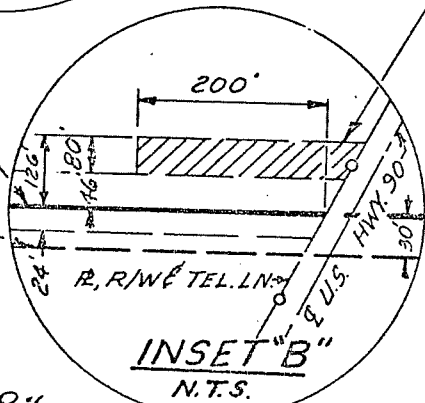


PROPOSED 24"  
PIPELINE  
EXISTING 20"  
PIPELINE

TEMPORARY EXTRA  
WORKING SPACE  
DURING CONST.

PROPOSED 24"  
PIPELINE

EXISTING 20"  
PIPELINE



INSET "B"  
N.T.S.

EXHIBIT "B"

|                                      |                     |                                  |
|--------------------------------------|---------------------|----------------------------------|
| CL-200-2-204-A                       |                     | ALIGNMENT SHEET                  |
| APV.                                 | DWG. NO.            | REFERENCE DRAWING                |
| TRUNKLINE GAS COMPANY                |                     |                                  |
| ENGINEERING DEPARTMENT               |                     | HOUSTON, TEXAS                   |
| PROPERTY PLAT                        |                     |                                  |
| SHOWING PIPELINE CROSSING            |                     |                                  |
| CHARLES R. LANCASTER, ET AL PROPERTY |                     |                                  |
| JEFFERSON DAVIS PARISH, LOUISIANA    |                     |                                  |
| REVISION                             | SCALE: 1"=1000'     | APPD. CH. DR. <i>RS</i>          |
|                                      | DRAWN R. LEAL       | APPD. ENGR. <i>RS</i>            |
|                                      | CHECKED JVI. 1-7-78 | APPD. CH. ENGR. <i>RS</i>        |
| NO.                                  | DATE 1-7-78         | FIELD BOOK NO. 2848 PR26, 27, 28 |
|                                      |                     | PP-204-2-2                       |

746/824

824

RIGHT OF WAY GRANT

RECEIVED AND FILED

STATE OF LOUISIANA

PARISH OF JEFFERSON DAVIS 503348

31 NOV 15 9:19

KNOW ALL MEN BY THESE PRESENTS:

REGISTRY  
OF PUBLIC LANDS  
JEFFERSON DAVIS PARISH

That J.O. Allen Estate by Gayle St. Jean does by these presents grant unto the Jefferson Davis Parish Central Waterworks District, the necessary right of way for the construction, maintenance and improvement of waterworks lines through and across my property in:

SECTIONS 27 + 28  
R6W T9S

503348

The right of way shall be limited as follows:

1. During construction, within 50 feet of the road right of way; and
2. After construction, the right of way shall revert to 15' either side of pipeline feet from the road right of way.

The consideration for this grant is the expectation of benefits to said property as a result of the waterworks pipeline program.

IN WITNESS WHEREOF this instrument is executed on this 8<sup>th</sup> day of November, 1991.

WITNESSES:

Shirley Mc Nabb  
Carol Cormier

J.O. Allen Estate by  
GRANTOR

Gayle St. Jean  
GRANTOR  
Power Attorney

200

134

1016/134

635178

RECEIVED AND FILED

2009 MAR 11 AM 10:16

CARLTON L. GUYER  
CLERK OF COURT  
JEFFERSON DAVIS PARISH  
Tract JEF-003.000 & JEF-006.000

**PIPELINE EASEMENT**

STATE OF LOUISIANA            8

KNOW ALL MEN BY THESE PRESENTS:

PARISH OF JEFFERSON DAVIS            8

That the undersigned parties as shown on Exhibit "A" attached hereto and made a part hereof (hereinafter collectively referred to as "Grantor"), being the owner(s) of, or having an interest in, land situated in the Parish of Jefferson Davis, State of Louisiana, more fully described below, for the payment of One Hundred Dollars and Other Valuable Consideration (\$100.00 & OVC), receipt and sufficiency of which is hereby acknowledged, does hereby grant, convey, and warrant unto **KINDER MORGAN LOUISIANA PIPELINE LLC** a Delaware limited liability company, whose address is 500 Dallas Street, Suite 1000 Houston, Texas 77002, (hereinafter referred to as "Grantee"), and to its successors and assigns, the right, privilege and easement to construct, maintain, operate, inspect, repair, replace or remove one 42-inch diameter pipeline, and appurtenances thereto (including, but not limited to, above and below ground meters, fittings, tie-overs, valves and cathodic protection equipment), for the transportation of natural gas on, under, across and through a permanent easement strip of land being fifty (50) feet in width across Grantor's described tract of land, to-wit,

All that part of the South half (S ½) of Section 28 lying south of the right of way of the Louisiana Western Railroad and east of the right of way of the Missouri Pacific Railroad, less and except 8.545 acres sold to Louisiana Canal Company and described in Conveyance Book 42 at page 3 AND South half (S ½) of Section 27 lying South of Railroad. All being in Township 9 South, Range 6 West of the Louisiana Meridian, Jefferson Davis Parish, Louisiana.

Which property, as it will be crossed by Grantee's easements, is shown on the attached:

**Exhibit "A-1 attached hereto and made a part hereof"**

together with the right to utilize an additional strip of land in the above described tract not more than Seventy-five (75') feet in width for purposes of temporary working space during initial construction and installation of the pipeline and during right-of-way restoration, except at road crossings, marsh land, wetlands, river and stream crossings or other areas with unusual construction problems where additional temporary work space may be utilized. The right to utilize such temporary working space shall terminate upon completion of the initial pipeline construction and restoration of the area within the right-of-way and temporary working space herein granted.

To have and to hold unto said Grantee, its successors and assigns, together with the right of ingress and egress to the property shall be limited to the permanent easement strip and temporary working space for the purposes of constructing, operating, inspecting, repairing, maintaining, replacing or removing the pipeline, and appurtenances of the Grantee located thereon, in whole or in part, and performed at the will of the Grantee; it being the intention of the parties hereto that the Grantor may continue to use the surface of the easement strip for agricultural purposes; provided, however, that Grantor shall neither impound water (other than natural occurring wetlands or where required for agricultural purposes), construct nor permit to be constructed any building, structure or other improvement upon the easement strip which would directly interfere with Grantee's exercise of the rights hereby conveyed, including access to the easement strip, and the safe operation of its pipeline and communication system. Private roads and driveways are not to be used unless permission is obtained from the Grantor. If any of Grantor's roads and/or airstrip are cut during construction activities, such "road-cuts" shall be backfilled, wacky packed and limestoned, within 48 hours, weather permitting.

As further consideration for the payments made and to be made by Grantee hereunder, it is further agreed of its pipeline:

1. That during construction, the Grantee will bury the pipeline to provide a minimum cover of thirty-six inches (36"). On Grantor's agricultural land, Grantee agrees to cause the topsoil to be removed from the trench to a depth not to exceed 12 inches or the topsoil depth, whichever is less, and return, as nearly as practicable, said topsoil to its original position relative to the subsoil.
2. Grantee shall cause no above-ground appurtenances to be constructed on this easement, with the exception of: (1) mandatory safety and operational appurtenances, and (2) appurtenances otherwise deemed by Grantee necessary for the safe operation of the pipeline, including, without limitation, cathodic test leads and pipeline markers (which when possible will be placed in fence lines, along ditch banks or road right-of-way lines on the above described land).
3. That Grantee will pay for any damages to Grantor's growing crops, grasses, marketable timber, shrubbery, unrepaired water courses, fences, or other property of Grantor caused by the construction, inspection, repair,

635178

replacement, removal, maintenance or operation of the Grantee's facilities on Grantor's land described above; provided, however, that the Grantee shall have the right (without liability for damages) from time to time after initial construction of the pipeline to re-clear the right-of-way by cutting and removing therefrom trees, brush and other obstructions that may, in Grantee's judgment or pursuant to regulatory requirements, interfere with Grantee's use of the easement strip hereunder. Grantor's irrigation conveyance system will remain operational during construction of Grantee's pipeline or tenant will be reimbursed for crop damages. If said irrigation system is damaged by the construction activities of Grantee said irrigation system will be repaired within 48 hours, weather permitting, or the cost to repair said irrigation system will be paid to landlord.

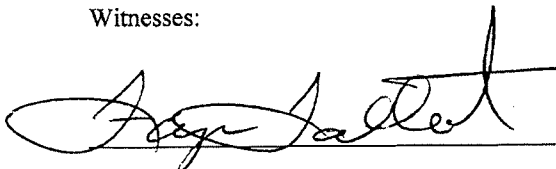
- 4. That Grantee will restore the surface of all disturbed areas on Grantor's said land as near as practicable to the condition which existed prior to the pipeline construction, maintenance, operation, repair, inspection, replacement and/or removal of said pipeline under and through the above-described land. Grantee agrees to remove all construction related materials upon completion of construction of pipeline, prior to the clean up and restoration of the Right of Way, Temporary Working Space and Additional Temporary Working Space. Grantee agrees to reimburse Grantor for reasonable and documented costs associated with Grantor conducting laser leveling work necessary to restore (to the extent reasonably and commercially practicable) the grade of those previously Laser Leveled cultivated agricultural properties of Grantor directly impacted by Grantee's pipeline construction.
- 5. That this instrument may be executed in counterparts and that Grantor shall receive payment hereunder in such proportion as their respective interest bear to the fee simple title.
- 6. That Grantee shall be entitled to assign, lease or otherwise transfer all or any part of this Pipeline Easement, or the rights granted hereunder, in whole or in part, at any time and from time to time to any third party or parties.
- 7. Grantor will be allowed to construct driveways, roads, and fences across the easement area, at approximate right angles to Grantee's pipeline, upon Grantee's approval of the design for weight and load stress disbursement. Such approval will not be unreasonably withheld.
- 8. This instrument incorporates and describes all of the grants, undertakings, conditions and consideration of the parties. Grantor, in executing and delivering this instrument, represents that he has not relied upon any promises, inducements or representations of the Grantee or its agents or employees except as are set forth herein.

This instrument and the benefits and obligations herein contained shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto.

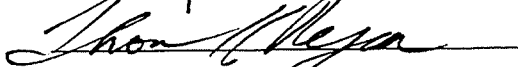
Dated this 14 day of February, 2008

Witnesses:

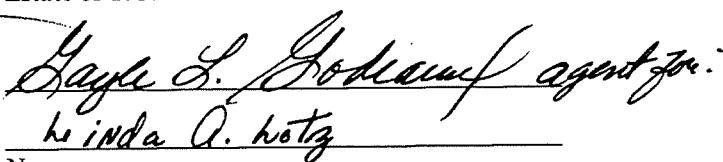
Grantor:  
Estate of T.O. Allen

  
\_\_\_\_\_

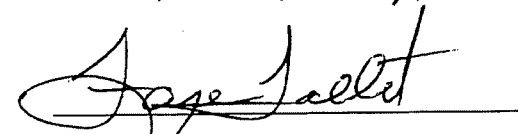
Name: Faye Talbot

  
\_\_\_\_\_

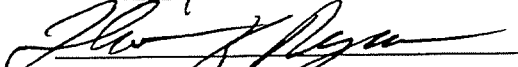
Name: THOMAS K. REGAN

  
\_\_\_\_\_

Name

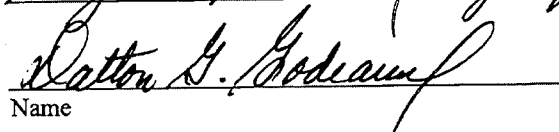
  
\_\_\_\_\_

Name: Faye Talbot

  
\_\_\_\_\_

Name: THOMAS K. REGAN

  
\_\_\_\_\_

  
\_\_\_\_\_

Name

*Faye Talbot*

Name: FAYE TALBOT

*Thomas K. Regan*

Name: THOMAS K. REGAN

*Faye Talbot*

Name: FAYE TALBOT

*Thomas K. Regan*

Name: THOMAS K. REGAN

*Gayle L. Goddard*

Name: Gayle L. Goddard

*Gayle L. Goddard agent for:*

*Gayle L. Goddard agent for:*

Name: Albert Hoffmann

Name

*Faye Talbot*

Name: FAYE TALBOT

*Thomas K. Regan*

Name: THOMAS K. REGAN

*Gayle L. Goddard agent for:*

Name: J. Rodney + Charlotte G. McCauley

Revocable Trust

*Faye Talbot*

Name: FAYE TALBOT

*Thomas K. Regan*

Name: THOMAS K. REGAN

*Gayle L. Goddard agent for:*

Name: Harold Letz, Jr.

Name

*Faye Talbot*

Name: FAYE TALBOT

*Thomas K. Regan*

Name: THOMAS K. REGAN

*Gayle L. Goddard agent for:*

Name: John K. Letz

Name

*Faye Talbot*

Name: FAYE TALBOT

*Thomas K. Regan*

Name: THOMAS K. REGAN

*Gayle L. Goddard agent for:*

Name: Carol Stanford

Name

*Faye T. Aldot*

Name: FAYE T ALDOT

*Thomas K. Regan*

Name: THOMAS K. REGAN

\_\_\_\_\_

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

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

\_\_\_\_\_

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

*Wayne L. Goddard agent for:*

*Stephen Lotz*

Name

\_\_\_\_\_

Name

\_\_\_\_\_

Name

\_\_\_\_\_

Name

\_\_\_\_\_

Name

\_\_\_\_\_

Name

\_\_\_\_\_

Name

\_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF LOUISIANA )  
 )  
PARISH OF \_\_\_\_\_ )

BEFORE ME, the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_\_, personally appeared \_\_\_\_\_

\_\_\_\_\_ known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and upon oath acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed as his/her/their voluntary act and deed.

\_\_\_\_\_  
Notary Public  
Name (Printed): \_\_\_\_\_  
Notary ID No: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

My Commission Expires:

STATE OF \_\_\_\_\_ )  
 )  
PARISH OR COUNTY \_\_\_\_\_ )

BEFORE ME, the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_\_, personally appeared \_\_\_\_\_

\_\_\_\_\_ known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and upon oath acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed as his/her/their voluntary act and deed.

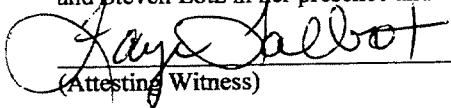
\_\_\_\_\_  
Notary Public  
Name (Printed): \_\_\_\_\_  
Notary ID No: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

My Commission Expires:

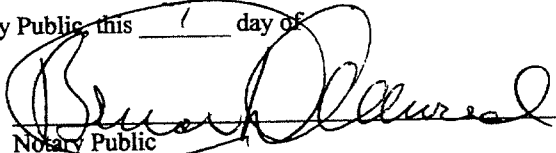


STATE OF LOUISIANA )  
 ) ss.  
PARISH OF ACADIA )

Before me, the undersigned Notary Public, on this day, personally appeared before me Faye Talbot who being by me duly sworn, stated under oath that she was one of the subscribing witnesses to the foregoing instrument and that the same was signed by Gayle L. Godeaux for self and as agent for Linda A. Lotz, Dalton G. Godeaux, Albert Hoffpaur, J. Wedney and Charlotte A. McCauley Revocable Trust, Harold Lotz, Jr., John K. Lotz, Carol Stanford and Steven Lotz in her presence and in the presence of the other subscribing witness(es).

  
\_\_\_\_\_  
(Attesting Witness)

SWORN TO AND SUBSCRIBED before me, Notary Public, this 1 day of  
MARCH, 2008.

  
\_\_\_\_\_  
Notary Public  
Name (Printed): Bruce D. Allured  
Notary ID No: 084491  
Address: 112 East Hutchinson Avenue  
Crowley, LA 70526

**Exhibit "A"**

**Linda A Lotz and Steven Lotz**, whose address is 5752 S Kalispell Ct, Aurora, CO 80015.

**Gayle Godeaux and Dalton Godeaux**, husband and wife, whose address is 2319 Clement Rd, Egan, LA 70531.

**Albert Hoffpauir**, whose address is Rt 3 Box 485, DeQuincy, LA 70633.

**Harold Letz, Jr**, whose address is P O Box 1878, Crowley, LA 70527.

**John K Letz**, whose address is P O Box 3137, Ashland, OR 97520.

**J. Wedney & Charlotte A McCauley (revocable trust)**, whose address is P O Box 27, Iowa, LA 70647.

**Carol Stanford**, whose address is 8216 East Campus Ave, Alexandria, LA 71302.

**Justin R. Brookshire**, whose address is 506 S. 2<sup>nd</sup> St., Marlow, OK 73055.

**Chelsa J. Whiakel**, whose address is 506 S. 2<sup>nd</sup> St., Marlow, OK 73055.

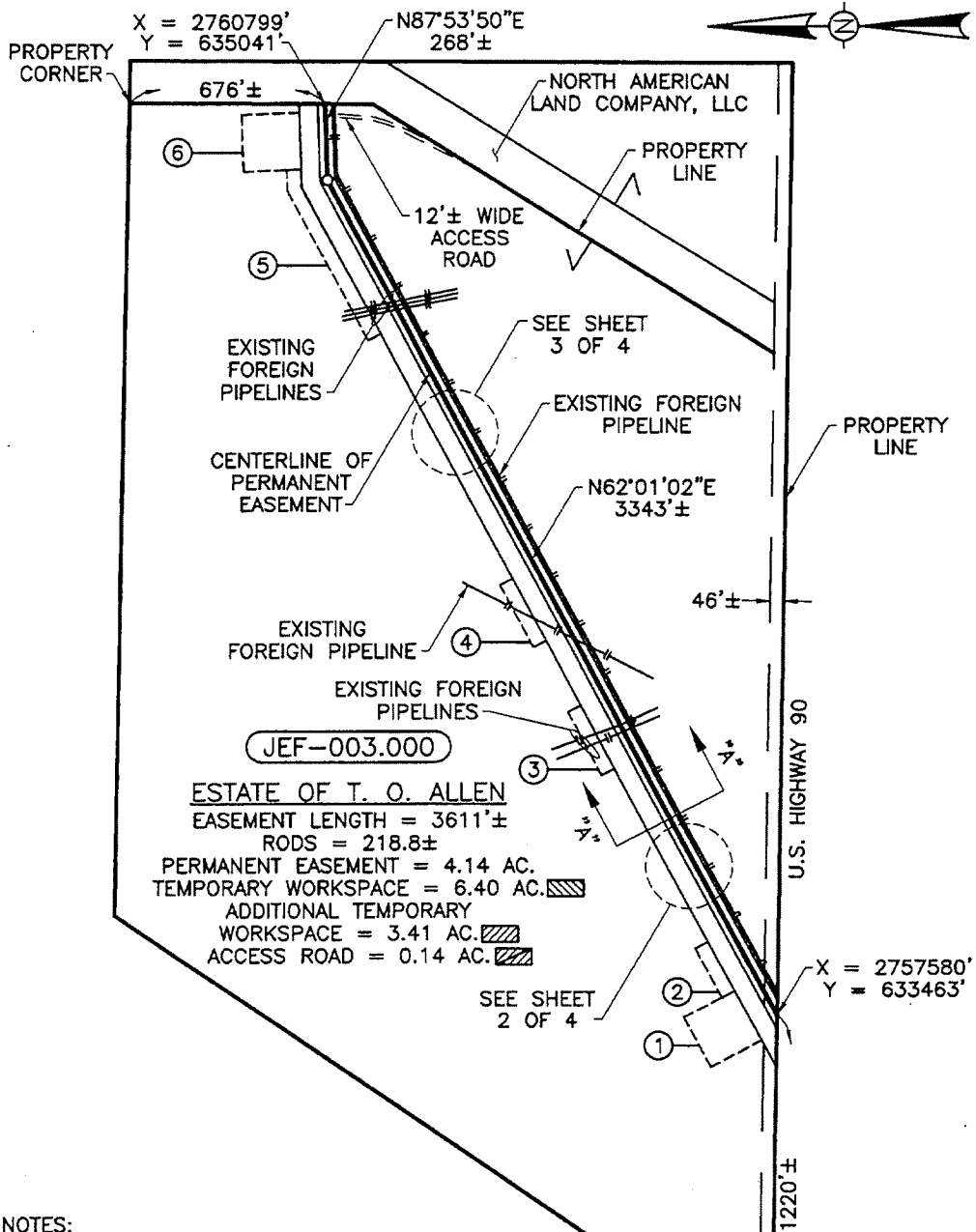
**Jerimiah Julian Asbury**, whose address is 1202 N.W. Caroll Dr., Lawton, OK 73507.

**Jeanie Nicole Asbury**, whose address is 2101 S.W. 38<sup>th</sup> St. Lot #22, Lawton, OK 73505.

**Rheanna Jean A. Garcia**, whose address is 117 S. 5<sup>th</sup> St., Carlsbad, NM 88220.

**Candyce Lynn L. Jones**, whose address is 2101 S.W. 38<sup>th</sup> St., Lawton, OK 73505.

**JEFFERSON DAVIS PARISH, LOUISIANA**  
**T 9 S, R 6 W, SEC. 28**



**NOTES:**

1. INFORMATION SHOWN IS NOT A SURVEY.
2. COORDINATE SYSTEM USED IS N.A.D. 83, LOUISIANA STATE PLANE SOUTH ZONE, SURVEY FEET.
3. A THOROUGH SEARCH FOR UNDERGROUND UTILITIES WAS NOT PERFORMED DURING SURVEY. LOUISIANA ONE CALL WAS CONTACTED FOR UTILITY MARKING AND VISUAL ABOVE GROUND MARKINGS WERE USED TO LOCATE UTILITIES.
4. PIPELINE COMMODITY INFORMATION SHOWN IS BASED ON DTC MAPS PROVIDED BY CLIENT AND THE NATIONAL PIPELINE MAPPING SYSTEM DATABASE.



**Exhibit "A-1"**

**Tract 1**

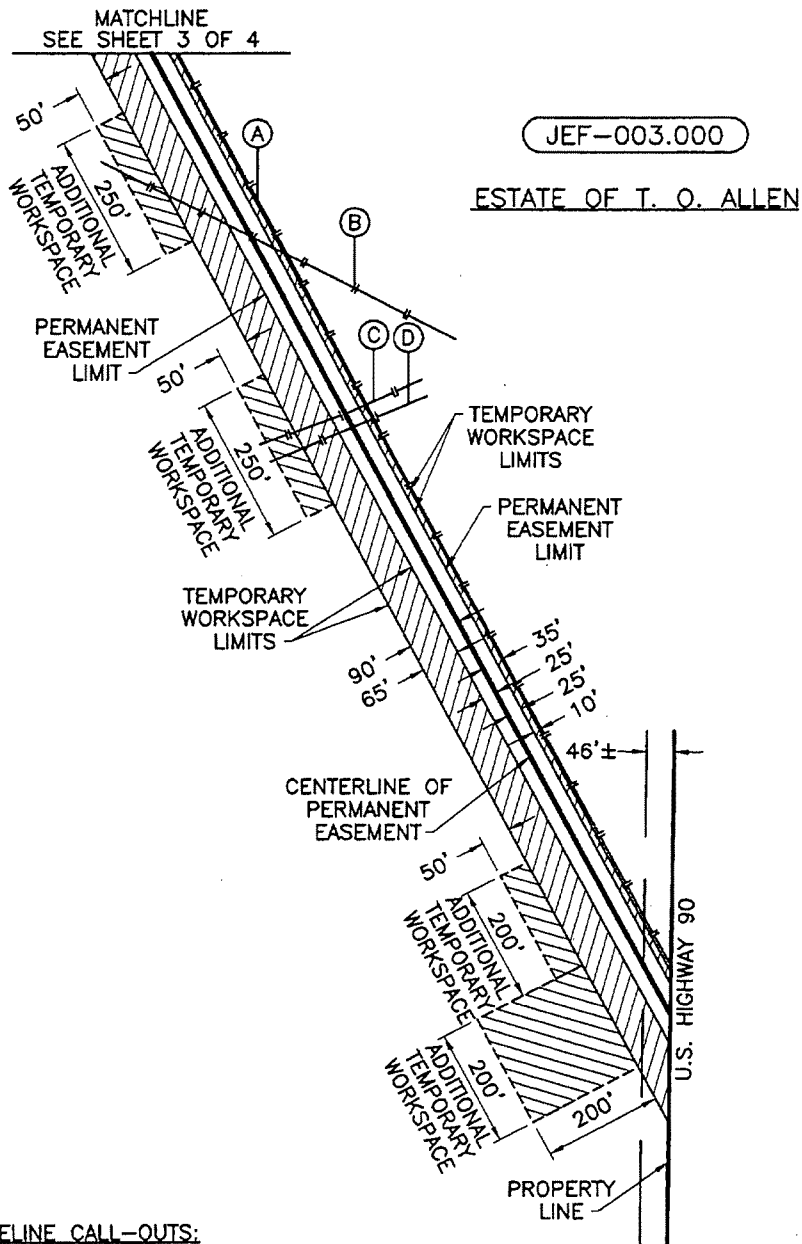
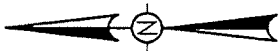
PLOT DATE: 01/30/2007 TIME: 12:35PM FILE PATH: R:\A4039-02\PR\Mapping\Plots\Property\ Jones Reyes FILE NAME: A4039-02-051307-2661.dwg LAST UPDATE BY:

| REVISIONS |            |                        |    |             |
|-----------|------------|------------------------|----|-------------|
| NO.       | DATE       | DESCRIPTION            | BY | CHKD. APPR. |
| A         | 10/27/2006 | ISSUED FOR INFORMATION | AP | WCS FMS     |
| B         | 12/05/2006 | ADD ACCESS ROADS       | AP | WCS FMS     |
|           |            |                        |    |             |
|           |            |                        |    |             |
|           |            |                        |    |             |
|           |            |                        |    |             |



| PROPOSED PIPELINE EASEMENT AND TEMPORARY WORKSPACE CROSSING THE PROPERTY OF ESTATE OF T. O. ALLEN JEFFERSON DAVIS PARISH, LOUISIANA |            |           |                      |
|-------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|----------------------|
| DRAWN BY:                                                                                                                           | AP         | SCALE:    | 1" = 600'            |
| DATE:                                                                                                                               | 12/05/2006 | FILE NO.: | A4039-02-051307-2661 |
| APPROVED BY:                                                                                                                        | FMS        | SHEET:    | 1 OF 4               |

**JEFFERSON DAVIS PARISH, LOUISIANA**  
**T 9 S, R 6 W, SEC. 28**



**EXISTING PIPELINE CALL-OUTS:**

- A. TEXACO PETRO-CHEMICAL PIPELINE (COMMODITY UNKNOWN)
- B. 16" TGP PIPELINE (GAS)
- C. 24" TLG PIPELINE (GAS)
- D. 20" TLG PIPELINE (GAS)



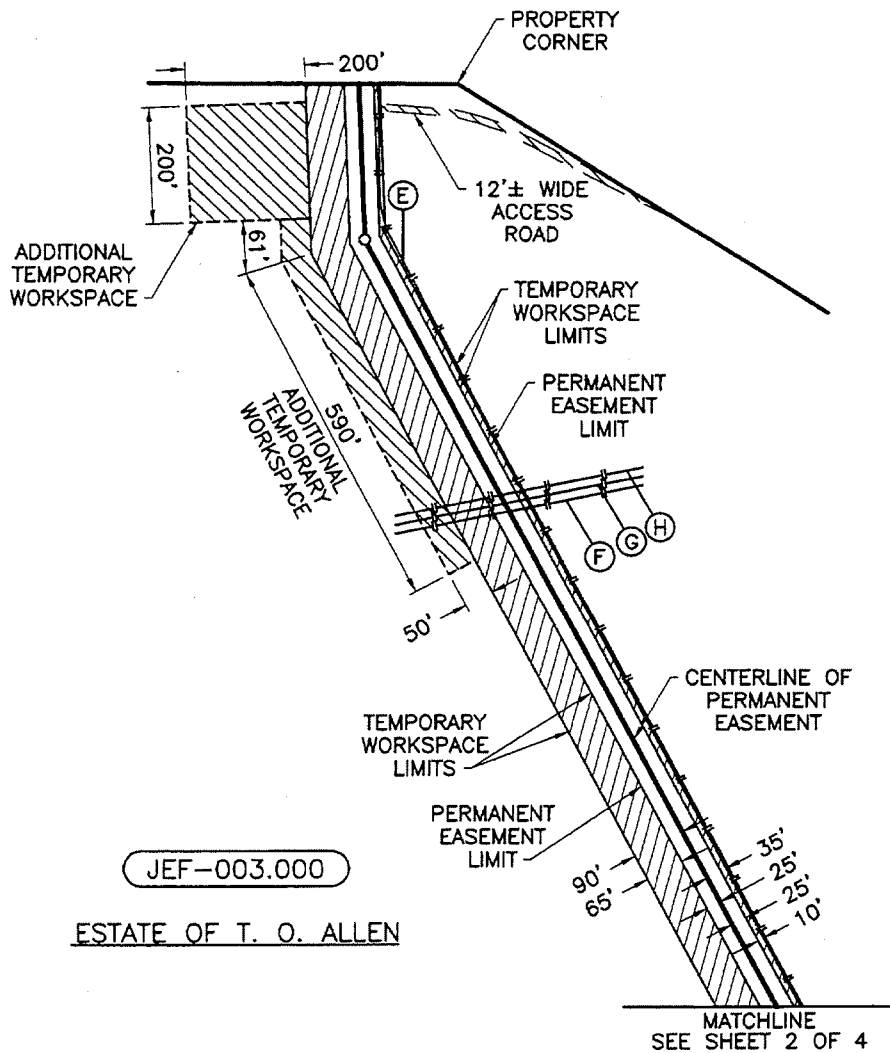
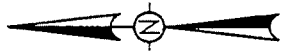
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| REVISIONS |            |                        |    |       |       |
|-----------|------------|------------------------|----|-------|-------|
| NO.       | DATE       | DESCRIPTION            | BY | CHKD. | APPR. |
| A         | 10/27/2006 | ISSUED FOR INFORMATION | AP | WCS   | FMS   |
| B         | 12/05/2006 | ADD ACCESS ROADS       | AP | WCS   | FMS   |
|           |            |                        |    |       |       |
|           |            |                        |    |       |       |
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| PROPOSED PIPELINE EASEMENT AND TEMPORARY WORKSPACE CROSSING THE PROPERTY OF ESTATE OF T. O. ALLEN JEFFERSON DAVIS PARISH, LOUISIANA |                               |                  |  |
|-------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|------------------|--|
| DRAWN BY: AP                                                                                                                        | SCALE: 1" = 300'              | DATE: 12/05/2006 |  |
| APPROVED BY: FMS                                                                                                                    | FILE NO. A4039-02-051307-2661 | SHEET. 2 OF 4    |  |

**JEFFERSON DAVIS PARISH, LOUISIANA**  
**T 9 S, R 6 W, SEC. 28**



JEF-003.000

ESTATE OF T. O. ALLEN

**EXISTING PIPELINE CALL-OUTS:**

- E. TEXACO PETRO-CHEMICAL PIPELINE (COMMODITY UNKNOWN)
- F. FOREIGN PIPELINE (COMMODITY UNKNOWN)
- G. FOREIGN PIPELINE (COMMODITY UNKNOWN)
- H. FOREIGN PIPELINE (COMMODITY UNKNOWN)

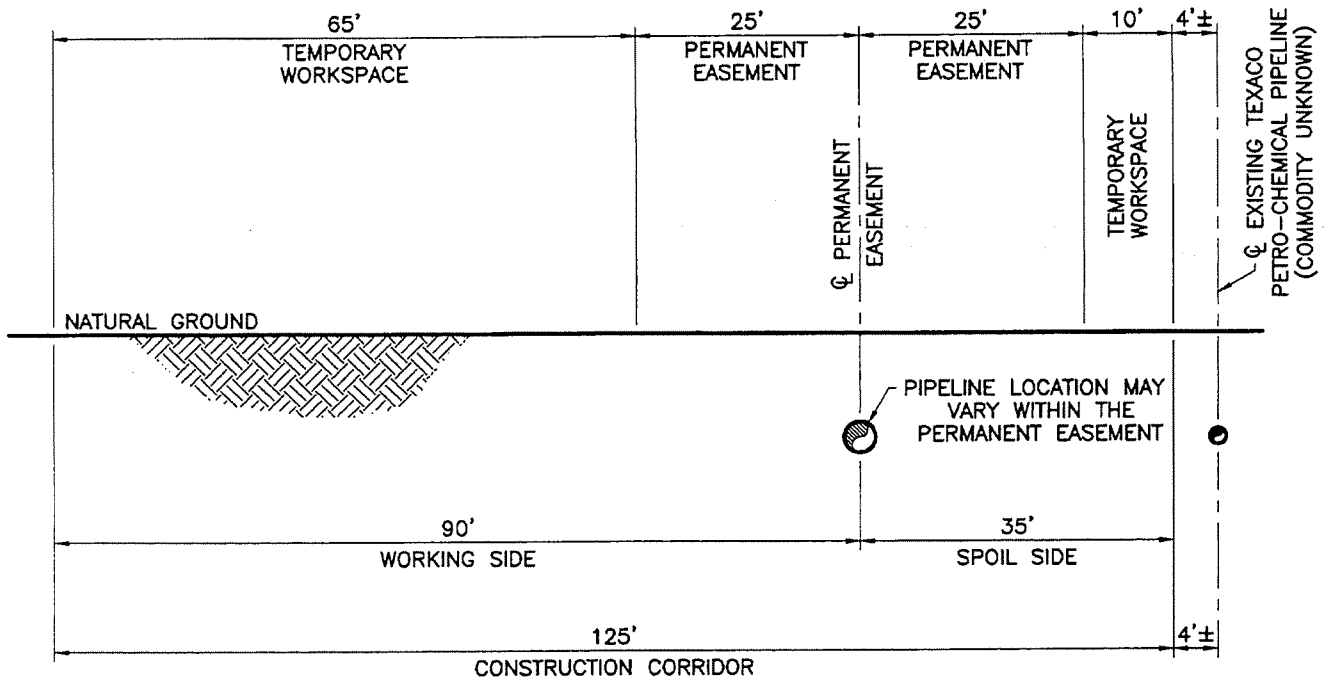


FILE NAME: A4039-02-051307-2661.dwg LAST UPDATE BY: jonesreyes  
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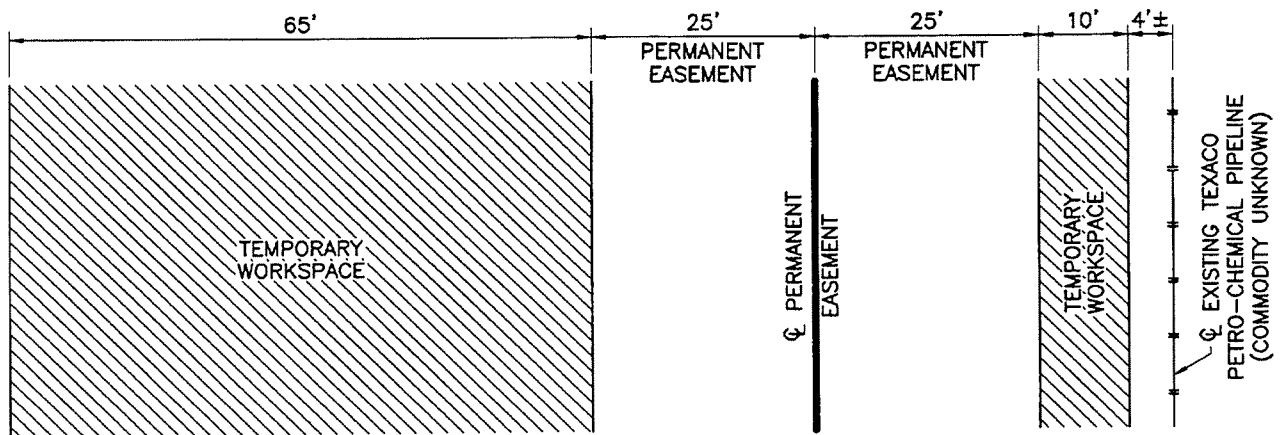
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| A         | 10/27/2006 | ISSUED FOR INFORMATION | AP | WCS FMS     |
| B         | 12/05/2006 | ADD ACCESS ROADS       | AP | WCS FMS     |
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|           |            |                        |    |             |
|           |            |                        |    |             |

**KINDER MORGAN**  
 LOUISIANA PIPELINE LLC

| PROPOSED PIPELINE EASEMENT AND TEMPORARY WORKSPACE CROSSING THE PROPERTY OF ESTATE OF T. O. ALLEN |                               |                  |
|---------------------------------------------------------------------------------------------------|-------------------------------|------------------|
| JEFFERSON DAVIS PARISH, LOUISIANA                                                                 |                               |                  |
| DRAWN: AP                                                                                         | SCALE: 1" = 300'              | DATE: 12/05/2006 |
| APPROVED BY: FMS                                                                                  | FILE NO. A4039-02-051307-2661 | SHEET: 3 OF 4    |



SECTION "A-A"



PLAN VIEW

PLOT DATE: 01/30/2007 TIME: 12:59PM FILE PATH: R:\4039-02\Proj\Mapings\Print\Propo15\ FILE NAME: A4039-02-051307-2661.dwg LAST UPDATE BY: jones.royce

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|-----------|------------|------------------------|----|-------|------|
| NO.       | DATE       | DESCRIPTION            | BY | CHKD. | APPR |
| A         | 10/27/2006 | ISSUED FOR INFORMATION | AP | WCS   | FMS  |
| B         | 12/05/2006 | ADD ACCESS ROADS       | AP | WCS   | FMS  |
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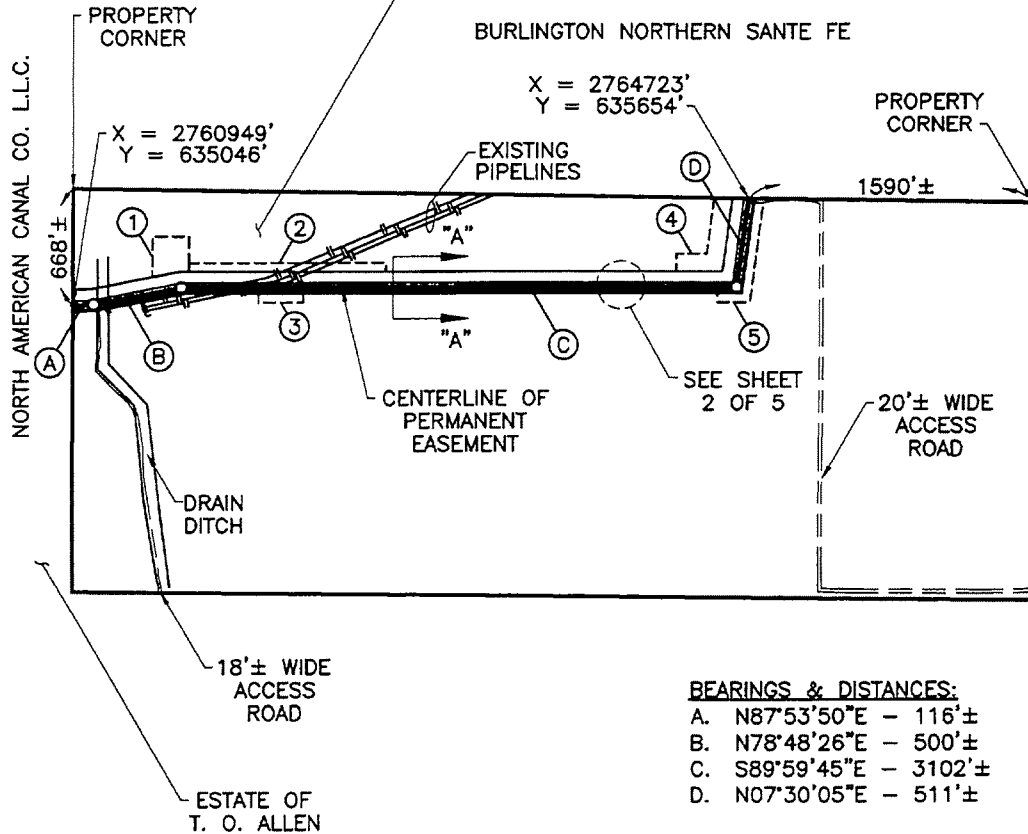
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|------------------------------------------------------------------------------------------------------------------------|-------------------------------|------------------|--|
| PROPOSED PIPELINE EASEMENT AND TEMPORARY WORKSPACE<br>TYPICAL CONSTRUCTION DETAIL<br>JEFFERSON DAVIS PARISH, LOUISIANA |                               |                  |  |
| DRAWN: AP                                                                                                              | SCALE: N.T.S.                 | DATE: 12/05/2006 |  |
| APPROVED BY: FMS                                                                                                       | FILE NO. A4039-02-051307-2661 | SHEET 4 OF 4     |  |

**JEFFERSON DAVIS PARISH, LOUISIANA**  
**T 9 S, R 6 W, SEC. 27**



JEF-006.000

**ESTATE OF T. O. ALLEN**  
 EASEMENT LENGTH = 4229'±  
 RODS = 256.3±  
 PERMANENT EASEMENT = 4.85 AC.  
 TEMPORARY WORKSPACE = 7.13 AC. [Hatched Box]  
 ADDITIONAL TEMPORARY WORKSPACE = 4.68 AC. [Hatched Box]  
 ACCESS ROAD = 2.39 AC. [Hatched Box]



**BEARINGS & DISTANCES:**  
 A. N87°53'50"E - 116'±  
 B. N78°48'26"E - 500'±  
 C. S89°59'45"E - 3102'±  
 D. N07°30'05"E - 511'±

**NOTES:**

1. INFORMATION SHOWN IS NOT A SURVEY.
2. COORDINATE SYSTEM USED IS N.A.D. 83, LOUISIANA STATE PLANE SOUTH ZONE, SURVEY FEET.
3. A THOROUGH SEARCH FOR UNDERGROUND UTILITIES WAS NOT PERFORMED DURING SURVEY. LOUISIANA ONE CALL WAS CONTACTED FOR UTILITY MARKING AND VISUAL ABOVE GROUND MARKINGS WERE USED TO LOCATE UTILITIES.
4. PIPELINE COMMODITY INFORMATION SHOWN IS BASED ON DTC MAPS PROVIDED BY CLIENT AND THE NATIONAL PIPELINE MAPPING SYSTEM DATABASE.



**Tract 2**

**REVISIONS**

| NO. | DATE       | DESCRIPTION            | BY | CHKD. | APPR |
|-----|------------|------------------------|----|-------|------|
| A   | 10/27/2006 | ISSUED FOR INFORMATION | AP | WCS   | FMS  |
| B   | 12/04/2006 | ADD ACCESS ROADS       | AP | WCS   | FMS  |
| C   | 01/06/2007 | REVISED PER COMMENTS   | AP | WCS   | FMS  |
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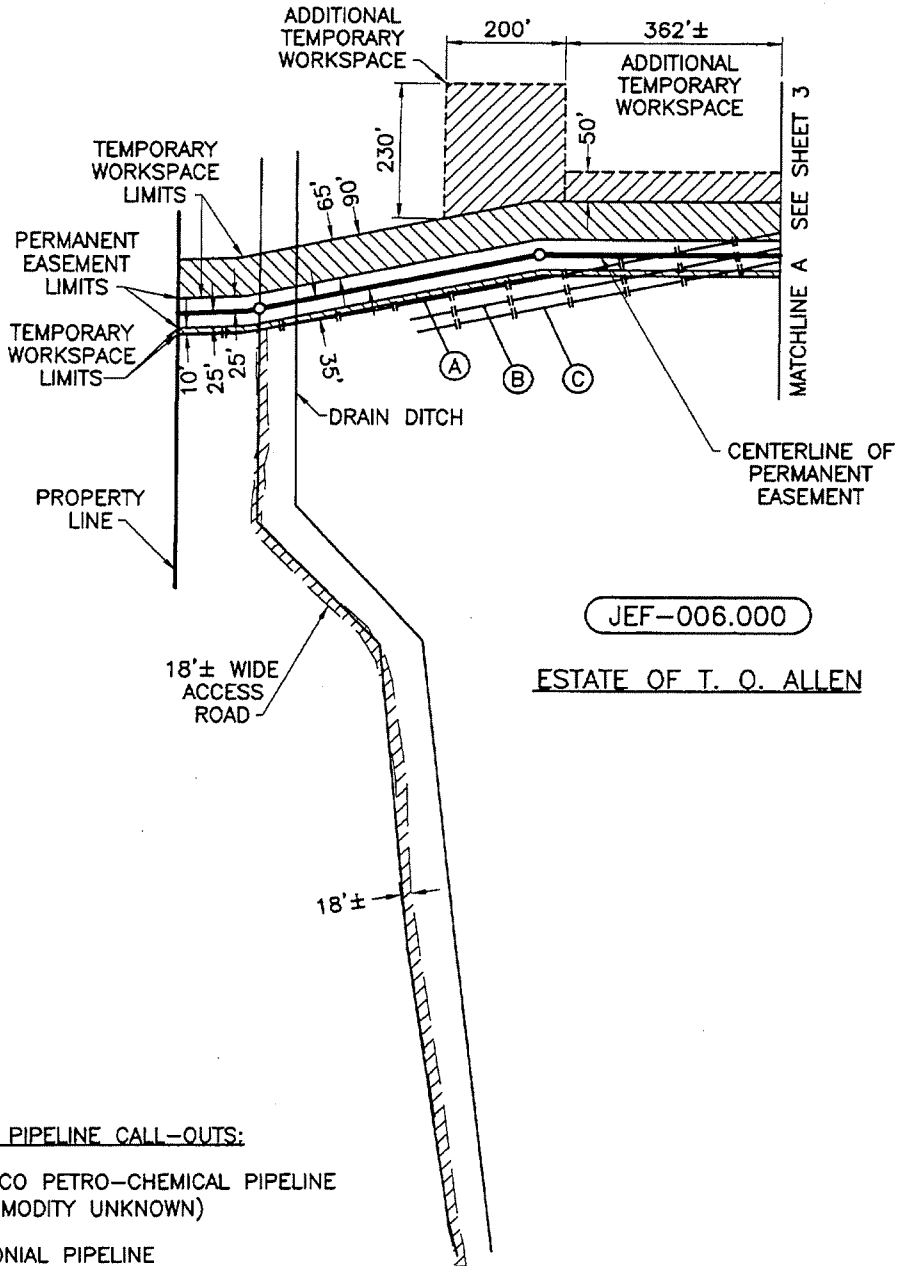
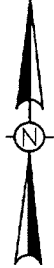


**PROPOSED PIPELINE EASEMENT AND TEMPORARY WORKSPACE CROSSING THE PROPERTY OF ESTATE OF T. O. ALLEN**  
**JEFFERSON DAVIS PARISH, LOUISIANA**

|                  |                               |                  |
|------------------|-------------------------------|------------------|
| DRAWN: AP        | SCALE: 1" = 1000'             | DATE: 01/06/2007 |
| APPROVED BY: FMS | FILE NO. A4039-02-051307-2626 | SHEET. 1 OF 5    |

FILE NAME: A4039-02-051307-2626.dwg    LAST UPDATE BY: asun.n.th  
 FILE PATH: R:\A4039-02\PR\Mapping\Plots\Property\  
 PLOT DATE: 02/05/2007    TIME: 1:58PM

**JEFFERSON DAVIS PARISH, LOUISIANA**  
**T 9 S, R 6 W, SEC. 27**



JEF-006.000

ESTATE OF T. O. ALLEN

**EXISTING PIPELINE CALL-OUTS:**

- A. TEXACO PETRO-CHEMICAL PIPELINE (COMMODITY UNKNOWN)
- B. COLONIAL PIPELINE (COMMODITY UNKNOWN)
- C. COLONIAL PIPELINE (COMMODITY UNKNOWN)



FILE NAME: A4039-02-051307-2626.dwg LAST UPDATE BY: susem,lr  
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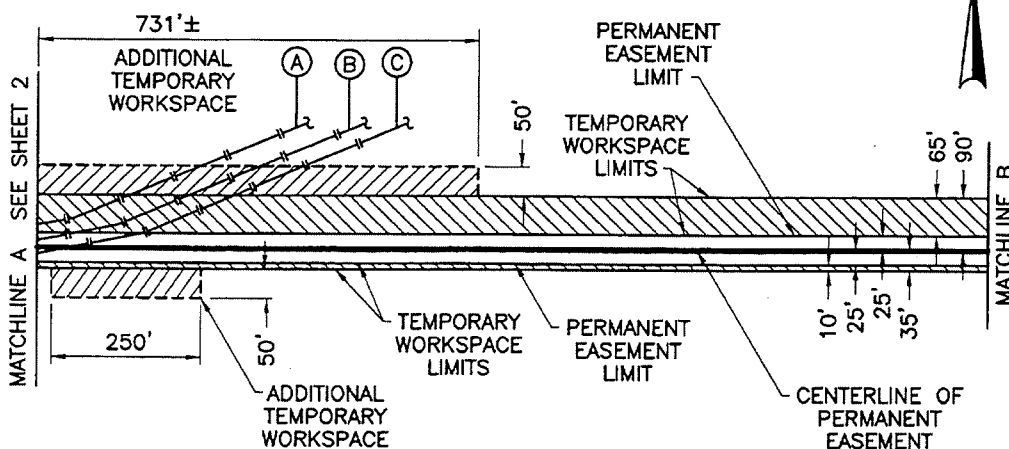
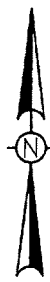
| REVISIONS |            |                        |    |            |
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| NO.       | DATE       | DESCRIPTION            | BY | CHKD. APPR |
| A         | 10/27/2006 | ISSUED FOR INFORMATION | AP | WCS FMS    |
| B         | 12/04/2006 | ADD ACCESS ROADS       | AP | WCS FMS    |
| C         | 01/08/2007 | REVISED PER COMMENTS   | AP | WCS FMS    |
|           |            |                        |    |            |
|           |            |                        |    |            |



| PROPOSED PIPELINE EASEMENT AND TEMPORARY WORKSPACE CROSSING THE PROPERTY OF ESTATE OF T. O. ALLEN JEFFERSON DAVIS PARISH, LOUISIANA |                               |                  |
|-------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|------------------|
| DRAWN BY: AP                                                                                                                        | SCALE: 1" = 300'              | DATE: 01/08/2007 |
| APPROVED BY: FMS                                                                                                                    | FILE NO. A4039-02-051307-2626 | SHEET 2 OF 5     |



**JEFFERSON DAVIS PARISH, LOUISIANA**  
**T 9 S, R 6 W, SEC. 27**

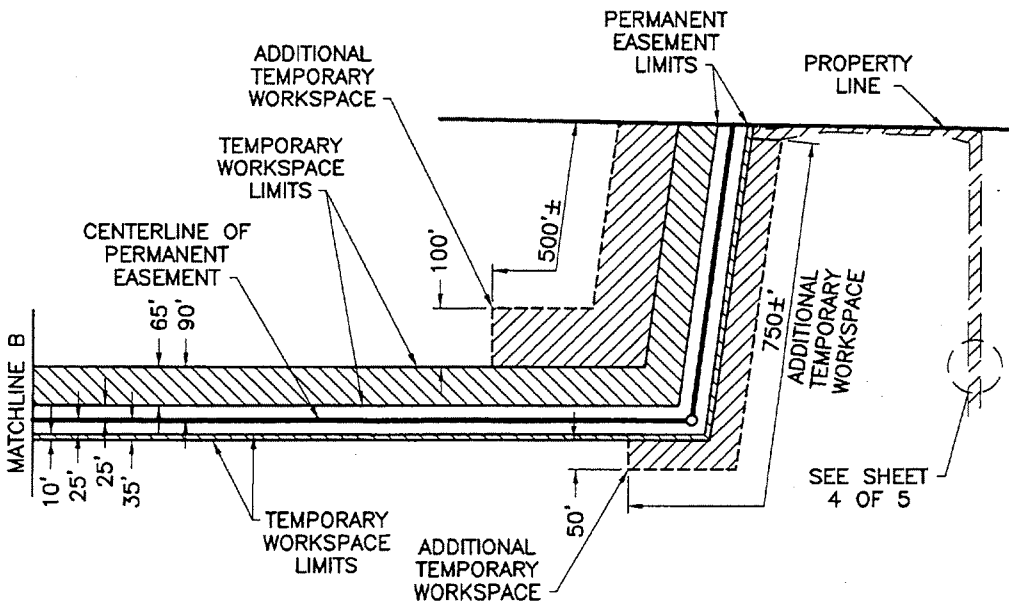


**EXISTING PIPELINE CALL-OUTS:**

- A. TEXACO PETRO-CHEMICAL PIPELINE (COMMODITY UNKNOWN)
- B. COLONIAL PIPELINE (COMMODITY UNKNOWN)
- C. COLONIAL PIPELINE (COMMODITY UNKNOWN)

JEF-006.000

ESTATE OF T. O. ALLEN



PLOT DATE: 03/05/2007 TIME: 1:58PM FILE PATH: R:\A4039-02\PIR\Maping\Plan\Property\ FILE NAME: A4039-02-051307-2626.dwg LAST UPDATE BY: suson.s.he

**REVISIONS**

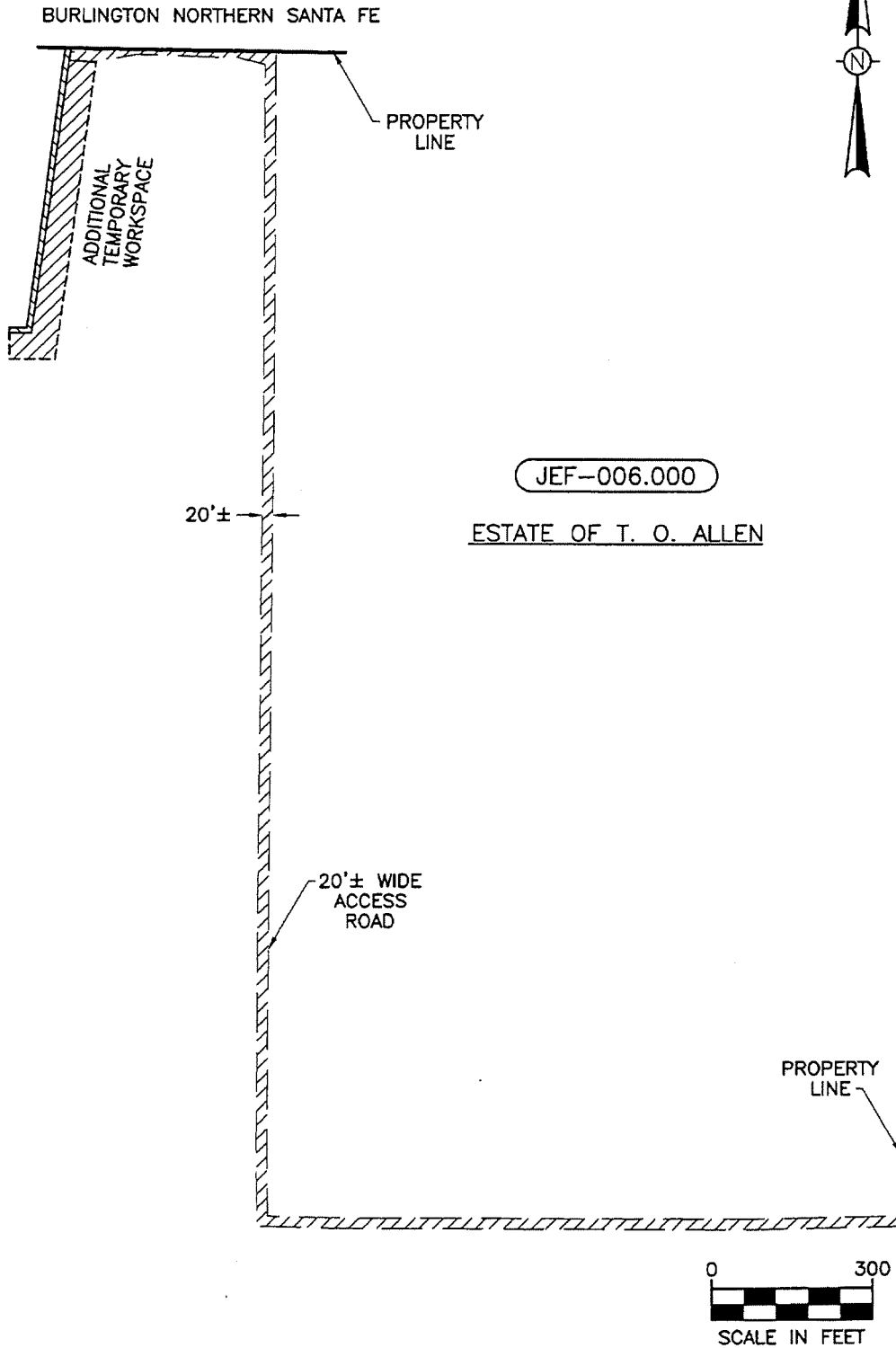
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| C   | 01/08/2007 | REVISED PER COMMENTS   | AP | WCS   | FMS  |
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**PROPOSED PIPELINE EASEMENT AND TEMPORARY WORKSPACE CROSSING THE PROPERTY OF ESTATE OF T. O. ALLEN**  
**JEFFERSON DAVIS PARISH, LOUISIANA**

|                  |                               |                  |
|------------------|-------------------------------|------------------|
| DRAWN: AP        | SCALE: 1" = 300'              | DATE: 01/08/2007 |
| APPROVED BY: FMS | FILE NO. A4039-02-051307-2626 | SHEET 3 OF 5     |

**JEFFERSON DAVIS PARISH, LOUISIANA**  
**T 9 S, R 6 W, SEC. 27**



JEF-006.000

ESTATE OF T. O. ALLEN

PLOT DATE: 03/05/2007 TIME: 1:59PM FILE PATH: R:\44039-02\PR\Maping\Plan\Property\ FILE NAME: A4039-02-051307-2626.dwg LAST UPDATE BY: suan.she

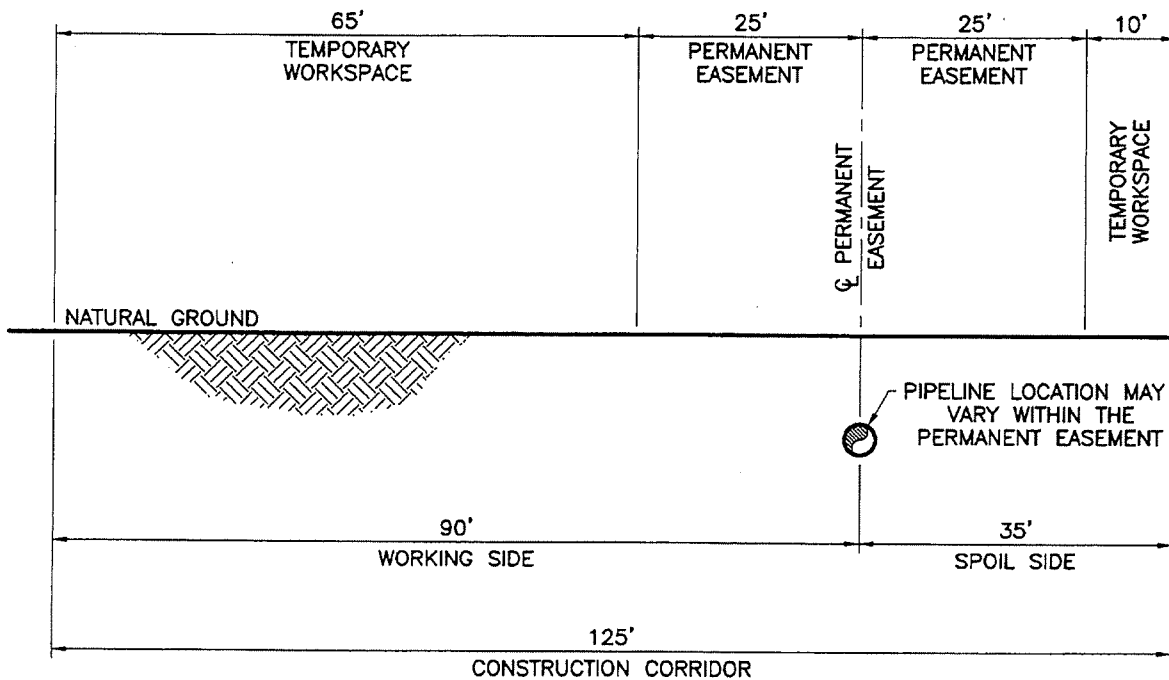
**REVISIONS**

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| B   | 12/04/2006 | ADD ACCESS ROADS       | AP | WCS   | FMS  |
| C   | 01/08/2007 | REVISED PER COMMENTS   | AP | WCS   | FMS  |
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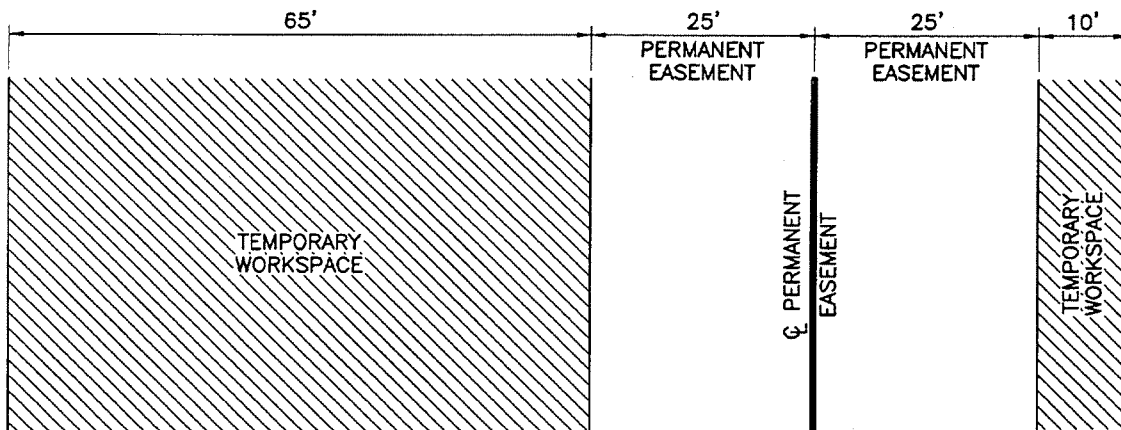


**PROPOSED PIPELINE EASEMENT AND TEMPORARY WORKSPACE CROSSING THE PROPERTY OF ESTATE OF T. O. ALLEN JEFFERSON DAVIS PARISH, LOUISIANA**

|                  |                               |                  |
|------------------|-------------------------------|------------------|
| DRAWN: AP        | SCALE: 1" = 300'              | DATE: 01/08/2007 |
| APPROVED BY: FMS | FILE NO. A4039-02-051307-2626 | SHEET: 4 OF 5    |



SECTION "A-A"



PLAN VIEW

PLOT DATE: 01/05/2007 TIME: 1:58PM FILE PATH: R:\4039-02\PLA\Mapping\Draws\Property\ FILE NAME: 4039-02-051307-2626.dwg LAST UPDATE BY: susan.she

REVISIONS

| NO. | DATE       | DESCRIPTION            | BY | CHKD. | APPR. |
|-----|------------|------------------------|----|-------|-------|
| A   | 10/27/2006 | ISSUED FOR INFORMATION | AP | WCS   | FMS   |
| B   | 12/04/2006 | ADD ACCESS ROADS       | AP | WCS   | FMS   |
| C   | 01/08/2007 | REVISED PER COMMENTS   | AP | WCS   | FMS   |
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|     |            |                        |    |       |       |



**PROPOSED PIPELINE EASEMENT AND  
 TEMPORARY WORKSPACE  
 TYPICAL CONSTRUCTION DETAIL  
 JEFFERSON DAVIS PARISH, LOUISIANA**

|                  |                               |                  |
|------------------|-------------------------------|------------------|
| DRAWN: AP        | SCALE: N.T.S.                 | DATE: 01/05/2007 |
| APPROVED BY: FMS | FILE NO. A4039-02-051307-2626 | SHEET: 5 OF 5    |

MEMORANDUM OF LEASE

Before the undersigned Notaries Public and in the presence of the undersigned witnesses, personally appeared:

Estate of T.O. Allen, by Gayle Marie L. Godeaux as Executrix, having a permanent mailing address of 2319 Clement Road, Egan, Louisiana, 70531 ("Landlord"); and

South Louisiana Biofuels LLC, a Delaware limited liability company, having a permanent mailing address of 501 Westlake Park Blvd., Houston, TX 77079 ("Tenant");

who declared as follows:

Recitals

A. Landlord and Tenant entered into an agreement entitled "Ground Lease Agreement" (the "Lease"), having an effective date of March 22, 2012, for the lease of approximately 700 acres, including approximately 647.8 net plantable acres, located in Jefferson Davis Parish, Louisiana, all as shown on the attached Exhibit A, together with all of Landlord's rights, interests, estates and appurtenances thereto and all improvements located thereon, including, without limitation, any and all fences, roads, bridges, irrigation equipment, ditches and levees, drainage facilities, water wells, pumps, windmills, water lines, electric and gas transmission lines, and culverts (collectively the "Leased Premises"). Capitalized terms not defined herein will have the meaning assigned to them in the Lease.

B. Pursuant to La. R.S. 9:2742, the Landlord and Tenant desire to enter into and record this Memorandum of Lease in order that third parties may have notice of Tenant's interests and rights under the Lease, of the leasehold interest of Tenant in and to the Land, and of the Lease.

Now, Therefore, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Lease and Premises. Subject to the covenants and conditions contained in the Lease, Landlord leased to Tenant, and Tenant leased from Landlord, the Leased Premises.

2. Term. The initial term of the Lease will commence on April 16, 2012 (the "Commencement Date") and expires on 11:59:59 p.m. on April 30, 2017 all as more particularly described in the Lease. In addition, Tenant has the right to renew the term of the Lease for three (3) additional, separate, but immediately consecutive five (5) year periods on the terms and conditions set forth in the Lease.


2012 JUN 12 PM 12:50  
RECORDING AGENCY  
CLERK OF COURT  
JEFFERSON DAVIS PARISH

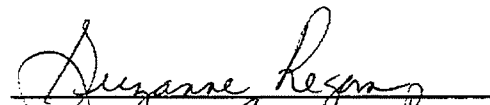
3. **Conflict.** All terms, conditions, provisions and covenants of the Lease are incorporated in this Memorandum of Lease by reference as though fully set forth herein, and the Lease and this Memorandum of Lease will be deemed to constitute a single instrument or document. This Memorandum of Lease has been entered into by Landlord and Tenant for purposes of recordation in the appropriate real estate records of Jefferson Davis Parish, Louisiana, to provide notice to third parties of the Lease, and nothing contained herein will be deemed or construed to amend, modify, change, alter, amplify, interpret or supersede any of the terms and provisions of the Lease. In the event of a conflict between the terms of the Lease and the terms of this Memorandum of Lease, the terms of the Lease will control.

4. **Successors and Assigns.** This Memorandum of Lease will be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

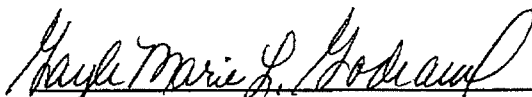
Signed this 18<sup>th</sup> day of April, 2012, in Crowley, Louisiana, before the undersigned Notary Public and witnesses.

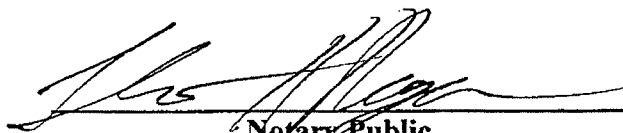
Witnesses:

  
Printed Name: Rhett Mosser

  
Printed Name: Suzanne Regan

Landlord:

  
Gayle Marie L. Godeaux, as Executrix of  
the Estate of T.O. Allen

  
Notary Public  
Name: Thomas K. Regan  
Notary ID or Bar Roll No.: # 11157

(Signatures continued on following page)

Signed this 18<sup>th</sup> day of April, 2012, in Houston, Texas, before the undersigned Notary Public and witnesses.

**Witnesses:**

**Tenant:**

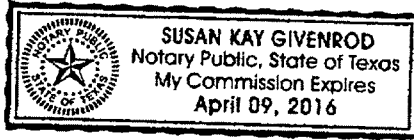
South Louisiana Biofuels LLC, a Delaware limited liability company

*Kimberly J. August*  
Printed Name: Kimberly J. August

By: *S. A. Ellerbusch*  
Name: Susan A. Ellerbusch  
Title: President

*Avelina Pedroza*  
Printed Name: Avelina Pedroza

*Susan Kay Givenrod*  
Notary Public  
Name: Susan Kay Givenrod  
Notary ID or Bar Roll No.: 12894957-S



**EXHIBIT A**  
**DESCRIPTION OF THE LAND**

Being the real property located in Jefferson Davis Parish, Louisiana described by the following metes-and-bounds legal description:

**Township 9 South, Range 6 West**

**Section 26**

That part of the Northwest Quarter of Southwest Quarter lying South of lands of T.J. Foar, Jr. and/or Southern Pacific Railroad; South Half of Lots 15 and 16, the South three-fourths (3/4) of Lot 17, and all of Lot 18 of that certain Subdivision known as the Calcasieu Citrus Fruit & Fig Orchards Subdivision, said subdivision covering the Southwest Quarter of Section 25 and all that part of Southeast Quarter, Northeast Quarter of Southwest Quarter of Section 26, lying South of Southern Pacific Railroad; South Half of Southwest Quarter of Section 2.

**Section 27**

All that part of the South Half of Section 27 lying South of Southern Pacific Railroad right of way.

**Section 28**

All that part of the South Half of Section 28 lying South of the Southern Pacific Railroad right of way and East of the Missouri Pacific Railroad right of way.

**LESS & EXCEPT:**

A strip of land 150 feet in width more fully described as follows: Beginning at a point 848 feet West of Southeast corner of Section 28, thence Northeasterly direction 1,599 feet to the East of Line of said Section 28, thence North 882 feet to south boundary line of Southern Pacific Railroad right of way thence West along said right of way 150 feet, thence South 843 feet, thence in a Southwesterly direction 1,605 feet to the South line of Section 28, thence East along said South line 150 feet to point of beginning.

**Section 35**

West Half of West Half and Southeast Quarter of Southwest Quarter.

In the event there are inaccuracies or insufficiencies in the legal description set forth in this **Exhibit A**, the Lease shall be amended to correct the inaccuracies or insufficiencies. In the event there is any inconsistency between the legal description in this **Exhibit A** and the FSA maps attached as **Exhibit B** (if applicable), the legal description in this **Exhibit A** shall control.

The Parties agree that this **Exhibit A** may be replaced and/or supplemented with a mutually acceptable survey and/or legal description of the Land as more fully set forth in Section 2.4(c) of the Lease.