

# Exhibit F.

# Lacombe Business Park

# Partial Title Abstract



# Lacombe Business Park Partial Title Abstract



**St. Tammany Parish**  
Lacombe Business Park  
Assessment Number 139268  
Section 18 T8S R13E  
Tract 2-A (69.33 AC)

**Dates Researched: November 4, 1992 – November 13, 2023**

**Current Ownership:**

Lacombe Business Park, LLC (100 %)

<b>Instrument 1</b>	<b>Cash Sale</b>
Entity Acquiring Property	Lacombe Business Park, LLC
Owner of Property when Acquired	Valerie Frederic and John W. Van Vrancken, III
Instrument Number	1878257
Acreage/Lot #	Lot 2 – 166.66 acres
Location	Section 18 T8S R13E
Date Acquired/Recorded	11/08/2012
Notes:	Map Attached
<b>Instrument 2</b>	<b>Deed Restrictions</b>
Entity Acquiring Property	Lacombe Business Park, LLC and Progressive Waste Solutions of LA, Inc.
Owner of Property when Acquired	
Instrument Number	1878279
Acreage/Lot #	Lot 2 – 166.66 acres
Location	Section 18 T8S R13E
Date Acquired/Recorded	11/08/2012
Notes:	Maps Attached
<b>Instrument 2</b>	<b>Act of Exchange</b>
Entity Acquiring Property	Lacombe Business Park, LLC and Progressive Waste Solutions of LA, Inc.
Owner of Property when Acquired	
Instrument Number	1878270
Acreage/Lot #	Lot 2 – 166.66 acres (May not be affected)
Location	Section 18 T8S R13E
Date Acquired/Recorded	11/08/2012
Notes:	<b>Attached for Map Reference</b>

<b>Instrument 3</b>	<b>Servitude</b>
Entity Acquiring Property	Bell South Telecommunications, Inc.
Owner of Property when Acquired	Lacombe Business Park, LLC
Instrument Number	1968966
Acreage/Lot #	Lot 2 – 166.66 acres
Location	Section 18 T8S R13E
Date Acquired/Recorded	01/23/2015
Notes:	**Servitude might only affect lot 1 and not lot 2
<b>Instrument 4</b>	<b>Grant of Predial Pond and Drainage Servitude</b>
<b>Entity Acquiring Property</b>	<b>Between: Bayou Vista Partners East, LLC, Bayou Vista Partners West, LLC and Lacombe Business Park, LLC</b>
Owner of Property when Acquired	Lacombe Business Park, LLC
File Number	2294797
Acreage/Lot #	Lot 2A – 69.33 Acres
Location	Section 18 T8S R13E
Date Acquired/Recorded	10/07/2021
Notes:	Maps Attached
Notes:	

**Sell Offs After Purchase**

None
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**Mortgages/Liens**

<b>Mortgage Certificate</b>	Unknown

**Maps/Plats Provided**

<b>Map – Lot 2-A 69.33 Acres</b>	Map #: 5324D
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**Ownership Names Researched**

Name	Dates Researched
Valerie Frederic	November 4, 1992 to November 8, 2012
John W. Van Vrancken, III	November 4, 1992 to November 8, 2012
Lacombe Business Park, LLC	November 8, 2012 to November 13, 2023

**Tax Information**

Parish	St. Tammany Parish
Tax Year	2023
Assessed Ownership	Lacombe Business Park, LLC
Assessment Number	139268
Municipal Address	N/A
Mailing Address	61155 Hwy 11, Slidell, LA 70458

Tax Roll For Assessment Number: 139268 Year: 2023 Assessment Type: RE Abstract Status: Active

[View Map](#)

[Back to Search](#)

Assessment Information

<b>Assessment Number</b>	139268
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<b>Old Assessment Number</b>	
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Owner Information

<b>Owner Name</b>	LACOMBE BUSINESS PARK LLC
<b>In Care Of</b>	
<b>Mailing Address</b>	61155 HWY 11, SLIDELL, LA, 70458

<b>Physical Address</b>	0 LBP BOULEVARD LA 00000
<b>Property Description</b>	69.33 AC SEC 18 8 13 LO2-A
<b>Tax District</b>	21
<b>Ward</b>	07R

Property Information

<b>Parish Mills</b>	141.50
<b>City Mills</b>	0.00
<b>Parish Taxes</b>	\$286.30
<b>City Taxes</b>	\$0
<b>Total Taxes</b>	\$286.30
<b>Fair Market Value Improvement</b>	\$0
<b>Fair Market Value Land</b>	\$19,836
<b>Total Fair Market Value</b>	\$19,836

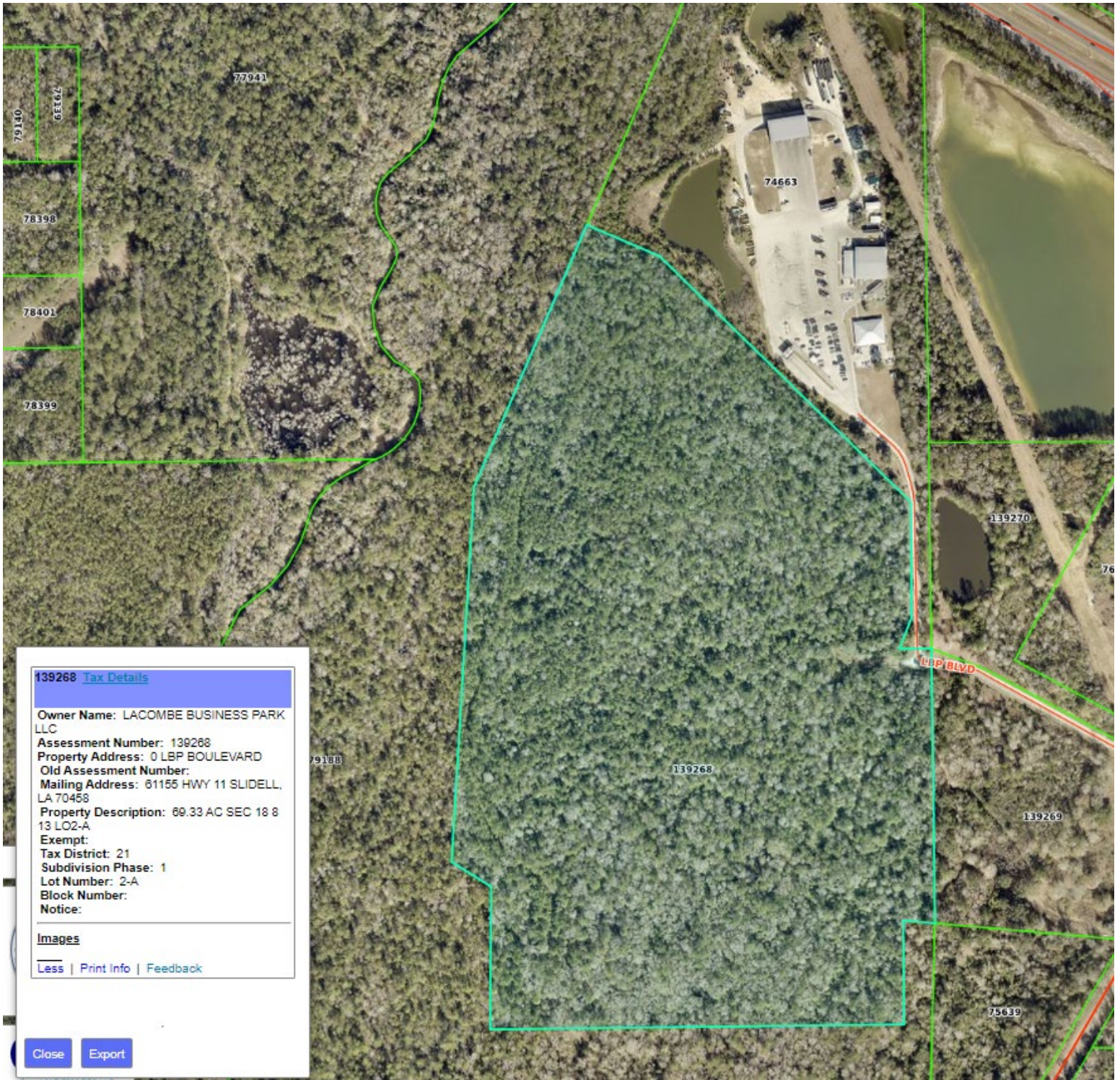
<b>Assessed Value Land</b>	\$1,984
<b>Assessed Value Improvements</b>	\$0
<b>Total Assessed Value</b>	\$1,984
<b>Homestead Value</b>	\$0
<b>Other Exemptions Value</b>	\$0
<b>Taxable Value</b>	\$1,984
<b>Freeze Type</b>	None (default)
<b>Exemption Type</b>	None

Tax Information

Millage/Fee Name	Mill Type	Millage/Fee Rate	Tax/Fee Amount
Alimony 1 (Parish Maint.)	M	2.89	\$5.73
Animal Shelter	M	1	\$1.98
Assessment District	M	2.49	\$4.94
Coroner's Millage	M	3.1	\$6.15
Council On Aging/STARC	M	1.83	\$3.63
Drainage Maintenance	M	1.69	\$3.35
Fire Dist 03	M	34.95	\$69.34
Florida Par. Juv. Center	M	2.75	\$5.46
Law Enforcement	M	11.14	\$22.11
Library	M	5.78	\$11.47
Mosquito Dist 2	M	3.35	\$6.65
Public Health	M	1.78	\$3.53
School Additional Support	M	2.75	\$5.46
School Additional Support Tax	M	4.42	\$8.77
School Constitutional Tax	M	3.48	\$6.90
School Debt Service	M	13.9	\$27.58

School Maint. Operations	M	32.41	\$64.30
School Maint. Operations/Const	M	3.14	\$6.23
School Security SRO MHP	M	1.9	\$3.77
Slidell Hospital District	M	6.75	\$13.40
Timberland Fire Protection Fee	F	0.08	\$5.55





**139268** [Tax Details](#)

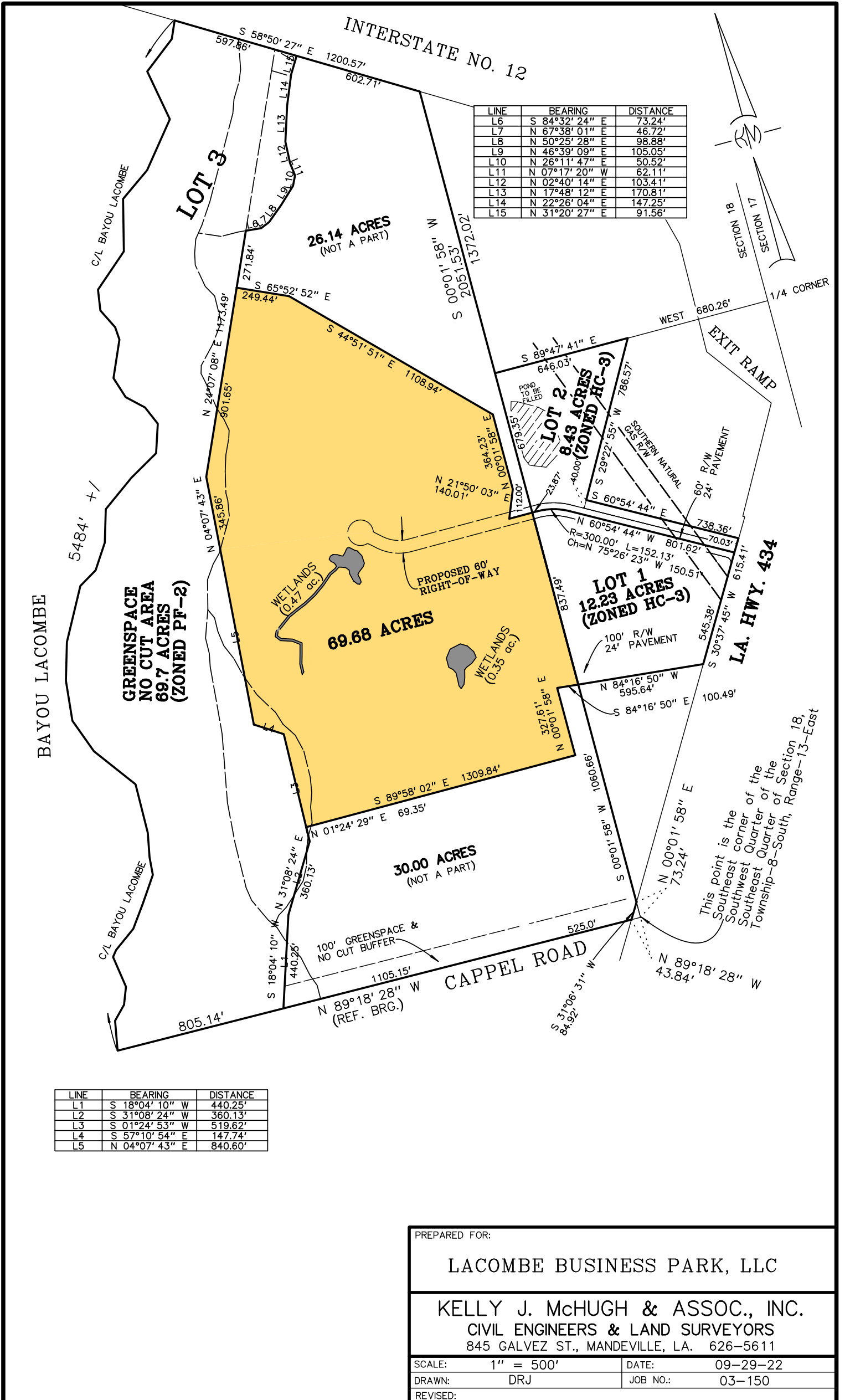
Owner Name: LACOMBE BUSINESS PARK, LLC  
Assessment Number: 139268  
Property Address: 0 LBP BOULEVARD  
Old Assessment Number:  
Mailing Address: 61155 HWY 11 SLIDELL, LA 70458  
Property Description: 69.33 AC SEC 18 8 13 LO2-A  
Exempt:  
Tax District: 21  
Subdivision Phase: 1  
Lot Number: 2-A  
Block Number:  
Notice:

**Images**

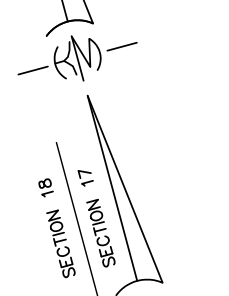
[Less](#) | [Print Info](#) | [Feedback](#)

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LINE	BEARING	DISTANCE
L6	S 84°32' 24" E	73.24'
L7	N 67°38' 01" E	46.72'
L8	N 50°25' 28" E	98.88'
L9	N 46°39' 09" E	105.05'
L10	N 26°11' 47" E	50.52'
L11	N 07°17' 20" W	62.11'
L12	N 02°40' 14" E	103.41'
L13	N 17°48' 12" E	170.81'
L14	N 22°26' 04" E	147.25'
L15	N 31°20' 27" E	91.56'



SECTION 18  
SECTION 17  
1/4 CORNER

EXIT RAMP  
WEST 680.26'

LOT 2  
8.43 ACRES (ZONED HC-3)  
POND TO BE FILLED  
S 89°47' 41" E 646.03'  
S 29°22' 55" W 786.57'  
S 60°54' 44" E 738.36'  
S 60°54' 44" W 801.62'  
R=300.00' L=152.13'  
Ch=N 75°26' 23" W 150.51'

LOT 1  
12.23 ACRES (ZONED HC-3)  
S 30°37' 45" W 615.41'  
S 30°37' 45" W 545.38'  
S 84°16' 50" W 595.64'  
S 84°16' 50" E 100.49'

L.A. HWY. 434

This point is the Southeast corner of the Southeast Quarter of the Township-8-South, Range-13-East

LINE	BEARING	DISTANCE
L1	S 18°04' 10" W	440.25'
L2	S 31°08' 24" W	360.13'
L3	S 01°24' 53" W	519.62'
L4	S 57°10' 54" E	147.74'
L5	N 04°07' 43" E	840.60'

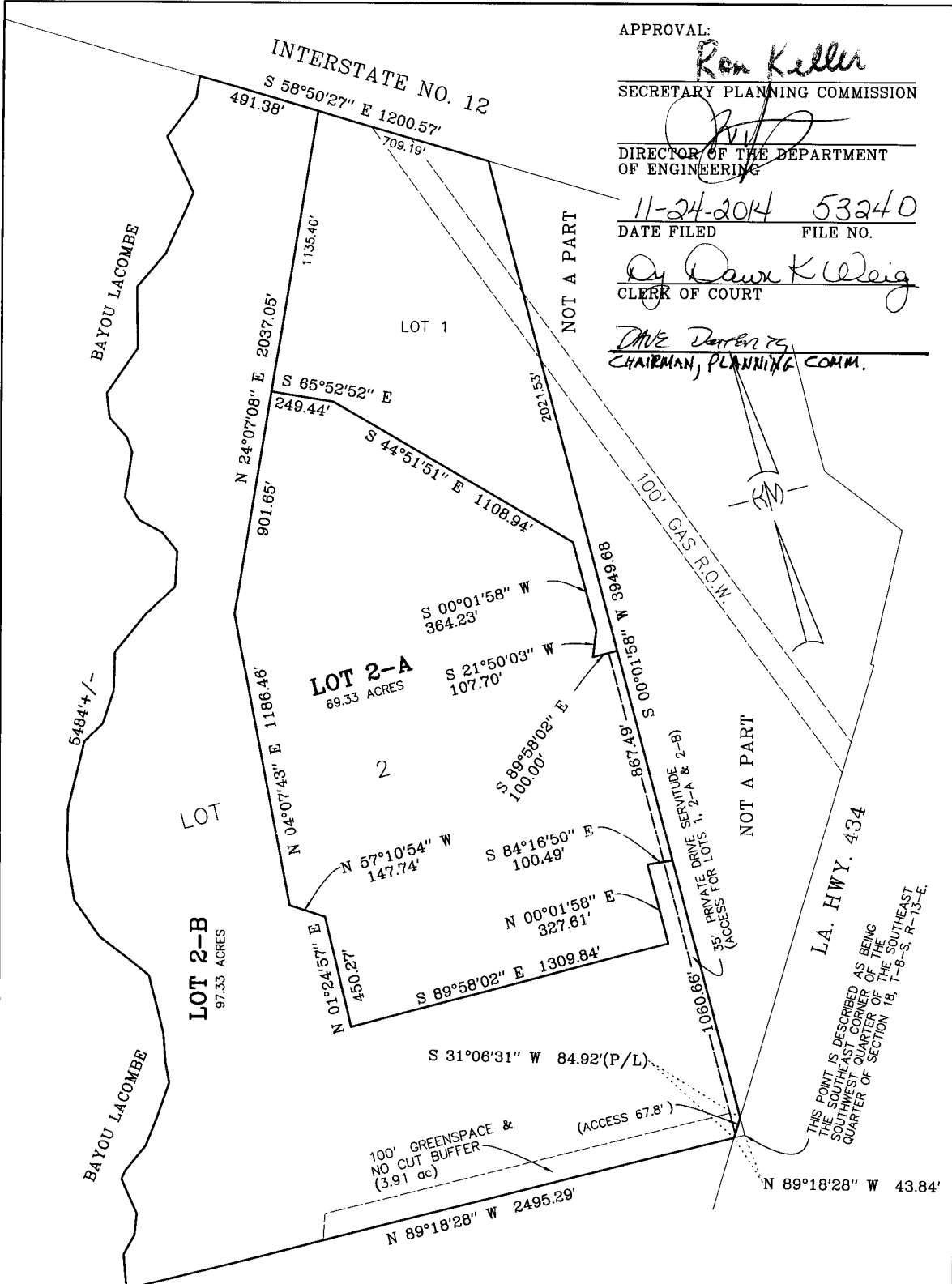
PREPARED FOR:

**LACOMBE BUSINESS PARK, LLC**

**KELLY J. McHUGH & ASSOC., INC.**  
CIVIL ENGINEERS & LAND SURVEYORS  
845 GALVEZ ST., MANDEVILLE, LA. 626-5611

SCALE: 1" = 500'	DATE: 09-29-22
DRAWN: DRJ	JOB NO.: 03-150
REVISED:	





APPROVAL:  
Ron Keller  
 SECRETARY PLANNING COMMISSION  
[Signature]  
 DIRECTOR OF THE DEPARTMENT OF ENGINEERING  
 11-24-2014 53240  
 DATE FILED FILE NO.  
[Signature]  
 CLERK OF COURT  
[Signature]  
 CHAIRMAN, PLANNING COMM.

AMENDMENT TO A MINOR SUBDIVISION

(MINOR SUBDIVISION RECORDED AT ST. TAMMANY PARISH CLERK OF COURT'S OFFICE ON 09-06-2012 AS MAP FILE NO. 5087D)

LOT 2 OF AN EXISTING MINOR SUBDIVISION, INTO LOTS 2-A & 2-B ALL IN SECTION 18, T-8-S, R-13-E, GREENSBURG LAND DISTRICT ST. TAMMANY PARISH, LA.

PREPARED FOR:  
 Lacombe Business Park, LLC, & Ian Somerhalder Foundation

KELLY J. McHUGH & ASSOC., INC.  
 CIVIL ENGINEERS & LAND SURVEYORS  
 845 GALVEZ ST., MANDEVILLE, LA. 626-5611

SCALE: 1" = 400' DATE: 09-30-14  
 DRAWN: DRJ JOB NO.: 03-150  
 REVISED:

NOTE:  
 NO ATTEMPT HAS BEEN MADE BY KELLY McHUGH & ASSOC., INC. TO VERIFY TITLE, ACTUAL LEGAL OWNERSHIP, SERVIDUTES, EASEMENTS, RIGHTS OF WAY, DEED RESTRICTIONS, WETLANDS OR ENVIRONMENTAL ISSUES OR OTHER ENCUMBRANCES ON THE PROPERTY OTHER THAN THOSE FURNISHED BY THE CLIENT.



Kelly J. McHugh, REG. NO. 4443

CERTIFIED CORRECT AND IN ACCORDANCE WITH A PHYSICAL SURVEY MADE ON THE GROUND AND COMPLYING WITH THE CURRENT APPLICABLE STANDARDS OF PRACTICE FOR A CLASS "C" SURVEY. RED STAMP SIGNIFIES CORRECT PLAT.

**CASH SALE**

**UNITED STATES OF AMERICA**

**STATE OF LOUISIANA**

**PARISH OF ST. TAMMANY**

**BE IT KNOWN**, that on this 8<sup>th</sup> day of November, 2012,

**BEFORE ME, JEFFREY D. SCHOEN**, the undersigned Notary Public, duly commissioned and sworn, and in the presence of the witnesses hereinafter named and undersigned,

**PERSONALLY CAME AND APPEARED:**

**VALERIE FREDERIC (SS# \*\*\*-\*\*-3088), wife of/and JOHN W. VAN VRANCKEN, III (SS# \*\*\*-\*\*-2397)**, both persons of the full age of majority, residents of and domiciled in Jefferson Parish; who declared unto me, Notary, that Valerie Frederic Van Vrancken has been married twice, first to Douglas Schulte, from whom she was divorced, and second to John W. Van Vrancken, III, with whom she is presently living and residing; John W. Van Vrancken, III has been married but once and then to Valerie Frederic, with whom he is living and residing;

their mailing address being: 4613 Hessmer Street  
Metairie, LA 70002

who declared that they do by these presents, grant, bargain, sell, convey, transfer, assign, set over and deliver, with all legal warranties and with full substitution and subrogation in and to all rights and action of warranty which they have or may have against all preceding owners and vendors unto:

**LACOMBE BUSINESS PARK, LLC**, a Louisiana Limited Liability Company, domiciled in Slidell, St. Tammany Parish, Louisiana, herein represented by its duly authorized Member, Christopher R. Jean,

its mailing address being: 501 J. F. Smith Avenue  
Slidell, LA 70460

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

ALL THAT CERTAIN TRACT OR PORTION OF LAND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Section 18, Township 8 South, Range 13 East, St. Tammany Parish, Louisiana, said property is more fully described as follows, to-wit:

Lot 1 (28.47 acres) and Lot 2 (166.66 acres) of a Minor Subdivision as per Plat of Kelly J. McHugh & Assoc., Inc., Job No. 03-150 dated July 20, 2012, recorded as Clerk of Court Map File No. 5087D of the official records of St. Tammany Parish, Louisiana, subject to:

- (1) 100 ft. Gas R.O.W. traversing the northeast corner of Lot 1;
- (2) 35 ft. Private Drive Servitude running along and inside the eastern boundary of Lot 2; and
- (3) 100 ft. Greenspace & No Cut Buffer running along and inside a portion of the southern boundary of Lot 2.

Said properties are more fully shown on the survey of Kelly J. McHugh & Assoc., Inc., Job No. 03-150/09-136, dated October 30, 2012, annexed hereto and made a part hereof.

Being the same property acquired by John W. Van Vrancken, III, et ux from Southern Pine Plantation, Inc. by act of Cash Sale dated October 30, 1992, recorded at COB 1528, folio 475 of the conveyance records of St. Tammany Parish, Louisiana.

**ASSESSMENT NO. 1211119508.**


To have and to hold the above described property unto the said purchaser, its heirs and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of **TWO MILLION AND NO/100 (\$2,000,000.00) DOLLARS** cash, which the said purchaser has well and truly paid, in ready and current money, to the sellers who hereby acknowledge the receipt thereof and grant full acquittance and discharge therefore.


Mortgage and Tax Research Certificates are waived by the parties hereto, and the parties hereto release me, Notary, from all responsibility therefor.

**THUS DONE AND PASSED**, in my office at Covington, Louisiana, on the day, month and year herein first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after reading of the whole.

**WITNESSES:**

  
Wendie J. Daigle


  
JOHN W. VAN VRANCKEN, III

  
Kelly G. Rodriguez

  
VALERIE FREDERIC VAN VRANCKEN

**LACOMBE BUSINESS PARK, LLC**

BY:   
CHRISTOPHER R. JEAN, Member

  
JEFFREY D. SCHOEN  
NOTARY PUBLIC  
LA Bar Roll #11809

Title Ins. Producer: Jones Fussell, L.L.P.  
Address: P.O. Box 1810  
Covington, LA 70434-1810  
Producer License #: 223248  
Title Ins. Underwriter: Chicago Title Insurance Co.  
Title Opinion By: Jeffrey D. Schoen  
LA Bar Roll #: 11809

**AUTHORIZATION  
FOR  
LACOMBE BUSINESS PARK, LLC**

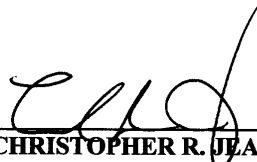
At a meeting duly held and convened on the date shown below, at which a quorum was present and voting:

IT WAS RESOLVED THAT:

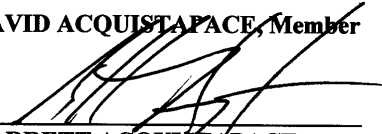
Christopher R. Jean, Member, is hereby authorized and empowered for and on behalf of and in the name of this limited liability company, to act as the duly authorized representative for Lacombe Business Park, LLC to effectuate the following transactions upon such terms and conditions as he deems meet and proper in his sole and uncontrolled discretion, including the right to execute any and all documents in order to effectuate same, said transactions and documents being more fully described below:

- (1) Cash Sale from Mr. and Mrs. John W. Van Vrancken, III in connection with the purchase of Lot 1 (28.47 acres) and Lot 2 (166.66 acres) of a Minor Subdivision in Section 18, Township 8 South, Range 13 East, St. Tammany Parish, Louisiana for a cash price of \$2,000,000;
- (2) Act of Exchange with Progressive Waste Solutions of LA, Inc. in connection with the exchange of Lot 1 (28.47 acres) for 26.66 acres, including the grant of a non-exclusive predial servitude in connection therewith, as well as the obligation to construct (at its sole cost) an industrial quality road to serve as access from La. Hwy 434 to Lot 1; and
- (3) Deed Restrictions imposed by Lacombe Business Park, LLC and Progressive Waste Solutions of LA, Inc., in part for the benefit of, Concerned Citizens of Lacombe.

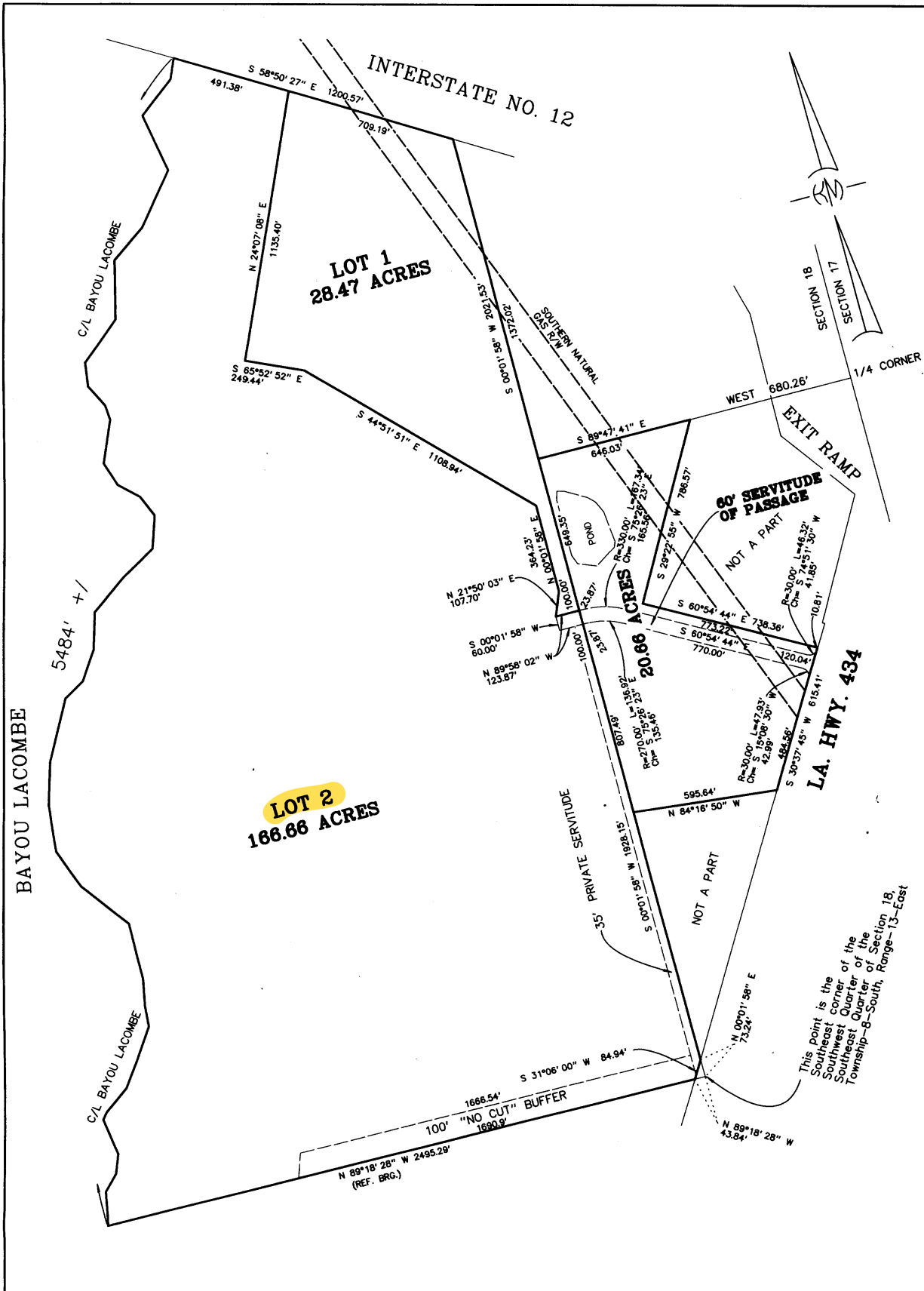
We hereby certify that the above and foregoing is a true and correct authorization of all of the members of said limited liability company, unanimously adopted at a meeting at which a quorum was present and voting, duly held and convened on the 8<sup>th</sup> day of November, 2012, and that the same has not been heretofore revoked or rescinded.

  
\_\_\_\_\_  
**CHRISTOPHER R. JEAN**  
Member

**DAVID ACQUISTAPACE, Member**

BY:   
\_\_\_\_\_  
**GARRETT ACQUISTAPACE**  
Agent and Attorney-in-Fact





NOTE: SERVITUDES SHOWN HEREON ARE NOT NECESSARILY EXCLUSIVE. SERVITUDES OR RIGHTS AS SHOWN ON TITLE OPINION OR TITLE POLICY WILL BE ADDED HERETO UPON REQUEST, AS SURVEYORS ARE NOT PERFORMED ANY TITLE SEARCH OR ABSTRACTS.



Kelly J. McHugh, REG. NO. 4443

CERTIFIED CORRECT AND IN ACCORDANCE WITH A PHYSICAL SURVEY MADE ON THE GROUND AND COMPLYING WITH THE CURRENT APPLICABLE STANDARDS OF PRACTICE FOR A CLASS "C" SURVEY. RED STAMP SIGNIFIES CORRECT PLAT.

BOUNDARY SURVEY OF:  
**215.79 ACRES IN SECTION 18,  
 TOWNSHIP-8-SOUTH, RANGE-13-EAST,  
 GREENSBURG LAND DISTRICT,  
 ST. TAMMANY PARISH, LA.**

PREPARED FOR:  
**LACOMBE BUSINESS PARK, LLC,  
 RESOURCE BANK, PROGRESSIVE  
 WASTE SOLUTIONS OF LA., INC.  
 CHICAGO TITLE INSURANCE COMPANY,  
 AND JONES FUSSELL, L.L.P.**

**KELLY J. McHUGH & ASSOC., INC.**  
 CIVIL ENGINEERS & LAND SURVEYORS  
 845 GALVEZ ST., MANDEVILLE, LA. 626-5611

SCALE: 1" = 400' DATE: 10-30-12  
 DRAWN: DRJ JOB NO.: 03-150/09-136

**DEED RESTRICTIONS**

**UNITED STATES OF AMERICA**

**IMPOSED BY:**

**STATE OF LOUISIANA/TEXAS**

**LACOMBE BUSINESS PARK, LLC and  
PROGRESSIVE WASTE SOLUTIONS  
OF LA, INC.**

**PARISH OF ST. TAMMANY/  
COUNTY OF TARRANT**

**ARTICLE I  
INTRODUCTION**

**Section 1.1. Party, Date.** BE IT KNOWN, That on this 8<sup>th</sup> day of November, 2012, before me, the undersigned Notary Public(s), duly commissioned and sworn, in and for the Parish/County and State(s) aforesaid, therein residing, and in the presence of the witnesses hereinafter named and undersigned,

**PERSONALLY CAME AND APPEARED:**

**LACOMBE BUSINESS PARK, LLC**, a Louisiana Limited Liability Company, domiciled in Slidell, St. Tammany Parish, Louisiana, herein represented by its duly authorized Member, Christopher R. Jean,

its mailing address being: 501 J. F. Smith Avenue  
Slidell, LA 70460

(hereinafter referred to as "LBP")

**PROGRESSIVE WASTE SOLUTIONS OF LA, INC.**, formerly known as IESI LA CORPORATION, a Delaware Corporation, its principal office being in Ft. Worth, Texas, herein represented by its duly authorized Vice President, Thomas J. Fowler;

its mailing address being: 2301 Eagle Parkway, Suite 200  
Ft. Worth, TX 76177

(hereinafter referred to as "Progressive")

**CONCERNED CITIZENS OF LACOMBE**, a Louisiana Non-Profit Corporation, domiciled in Lacombe, St. Tammany Parish, Louisiana, herein represented by its duly authorized President, Rick Franzo;

its mailing address being: P. O. Box 845  
Lacombe, LA 70445

(hereinafter referred to as "CCL")

St. Tammany Parish 20  
Instrmnt #: 1878279  
Registry #: 2185604 bdp  
11/08/2012 3:34:00 PM  
MB CB X MI UCC

**Section 1.2. Property Descriptions:**

- A. LBP is the owner of the following described property hereinafter referred to as the “LBP Property”, to-wit:

ALL THAT CERTAIN TRACT OR PORTION OF LAND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Section 18, Township 8 South, Range 13 East, St. Tammany Parish, Louisiana, wherein subject property is more fully described as follows, to-wit:

Lot 2 (166.66 acres) of a Minor Subdivision as per Plat of Kelly J. McHugh & Assoc., Inc., Job No. 03-150, dated July 20, 2012, recorded as Clerk of Court Map File No. 5087D of the official records of St. Tammany Parish, Louisiana, subject to:

- (1) 35 ft. Private Drive Servitude running along and inside the eastern boundary of Lot 2; and
- (2) 100 ft. Greenspace & No Cut Buffer running along and inside a portion of the southern boundary of Lot 2.

**AND**

ALL THAT CERTAIN TRACT OR PORTION OF LAND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Section 18, Township 8 South, Range 13 East, St. Tammany Parish, Louisiana, being more fully described as follows, to-wit:

From the quarter corner common to Sections 17 and 18 in said Township and Range; thence West 680.26 feet to the Point of Beginning; thence South 29 degrees 25 minutes 41 seconds West 786.19 feet to a point; thence South 60 degrees 50 minutes 24 seconds East 738.55 feet to the westerly right-of-way line of Louisiana State Highway No. 434; thence along said westerly right-of-way line South 30 degrees 42 minutes 19 seconds West 615.29 feet; thence North 84 degrees 16 minutes 50 seconds West 595.61 feet to a point; thence North 1517.56 feet to a point; thence South 89 degrees 42 minutes 37 seconds East 648.16 feet to the Point of Beginning, containing 20.71 acres more or less, all as more fully shown on the survey of Borgen Engineering Co. dated June 19, 1984.

The hereinabove described property is also more fully described as follows, to-wit:

ALL THAT CERTAIN TRACT OR PORTION OF LAND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Section 18, Township 8 South, Range 13 East, St. Tammany Parish, Louisiana, being more fully described as follows, to-wit:

Commence at the quarter (1/4) corner common to Sections 17 and 18, Township 8 South, Range 13 East, measure West a distance of 680.26 feet to the Point of Beginning.

From the Point of Beginning run South 29 degrees 22 minutes 55 seconds West a distance of 786.57 feet; thence South 60 degrees 54 minutes 44 seconds East a distance of 738.36 feet to the western right of way of Louisiana Highway No. 434; thence along said right of way South 30 degrees 37 minutes 45 seconds West a

distance of 615.41 feet; thence leaving said right of way North 84 degrees 16 minutes 50 seconds West a distance of 595.64 feet; thence North 00 degrees 01 minutes 58 seconds East a distance of 1,516.84 feet; thence South 89 degrees 47 minutes 41 seconds East a distance of 646.03 feet to the Point of Beginning, and containing 20.661 acres of land, more or less.

All as more fully shown on the survey of Kelly J. McHugh & Assoc., Inc., Job No. 03-150/09-136, dated October 30, 2012, a copy of which is annexed hereto and made a part hereof (hereafter the "Survey").

- B.** Progressive is the owner of the following described property hereinafter referred to as the "**Progressive Property**", to-wit:

ALL THAT CERTAIN TRACT OR PORTION OF LAND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Section 18, Township 8 South, Range 13 East, St. Tammany Parish, Louisiana, wherein subject property is more fully described as follows, to-wit:

Lot 1 (28.47 acres) of a Minor Subdivision as per Plat of Kelly J. McHugh & Assoc., Inc., Job No. 03-150, dated July 20, 2012, recorded as Clerk of Court Map File No. 5087D of the official records of St. Tammany Parish, Louisiana, subject to a 100 ft. Gas R.O.W. traversing the northeast corner of Lot 1.

Lot 1 is more fully shown on the Survey.

**Section 1.3. Purpose.** The purpose of this instrument is to impose building restrictions and deed restrictions on the LBP Property and the Progressive Property as hereafter set forth in order to provide CCL and any future owners of the LBP Property and the Progressive Property additional protection and safeguards in light of the rezoning of the LBP Property to PF-2, I-1, I-2, and HC-3 and the Progressive Property to SWM-1, all as per Ordinance No. 4849 adopted by the St. Tammany Parish Council on September 10, 2012.

**Section 1.4. Effective Date.** This deed restriction and provisions contained herein shall become effective on the date of filing for record in St. Tammany Parish of this instrument.

## ARTICLE II DEED RESTRICTIONS

**Section 2.1. Scope & Purpose of Building Restrictions and Deed Restrictions.** The following building restrictions and deed restrictions are hereby imposed by LBP and Progressive, on their respective properties, so as to restrict the development and operation of the LBP Property and the Progressive Property, and to pursue a general plan governing building standards, specified uses and improvements as contemplated by La. Civil Code Article 775, et seq.

**Section 2.2. Deed Restrictions Imposed on LBP Property and Progressive Property.** The following deed restrictions are hereby imposed on the LBP Property and the Progressive Property, respectively, to-wit:

- A. Progressive shall construct a state of the art, non-processing Waste Transfer Station ("WTS") on the Progressive Property. The WTS must meet all current federal, state and parish laws, ordinances and regulations governing such facilities and conform to the requirements set forth in the SWM-1 zoning classification of the Unified Development Code of St. Tammany Parish.

- B. Progressive shall obtain a topographic survey of the Progressive Property prepared by a licensed surveyor or professional engineer, and such survey will show the Flood Zone classifications applicable to the site. Progressive will design the improvements on the site to be situated at an elevation equal to the elevation required by FEMA and Parish law (believed to be 15 feet above mean sea level datum). Progressive will also perform any other surveys or studies required by applicable ordinances or regulations affecting the Progressive Property and WTS.
- C. When developed, the LBP Property shall have a business park like appearance (i.e., that similar to a "corporate campus") in respect of entrance and internal signage, roads and landscaping as depicted on the renderings attached as Exhibit D (Pages 2, 3 and 4).
- D. The LBP Property developed by LBP shall have not more than two entrances on Hwy 434 and will be planned as a business park development with uses as permitted in the respective zoning district classifications.
- E. Progressive agrees to preserve a minimum 200-foot setback area from the Progressive Property line to any active portion of the operations (said "active portion of the operations" as determined by the Parish) of the WTS facilities, the outer 100 feet of which will be a no-cut buffer; and does hereby impose a deed/building restriction on the Progressive Property prohibiting the construction of any WTS improvements within the setback area (with the exception of parking areas and/or driveway areas within that portion of the setback area that is not a no-cut buffer) or any clearing of the no-cut buffer portions of that setback area (even if the Parish zoning regulations change) for as long as the Progressive Property is used for a WTS facility.
- F. As to the approximate 69.7 acres situated adjacent to Bayou Lacombe which has been rezoned to PF-2 zoning district classification, LBP does hereby impose a deed restriction against the title to that property restricting it from being developed and requiring it to be always maintained as green space in its natural state and that said 69.7 acres shall not ever be developed.
- G. The retention pond situated on the Progressive Property shall be designed with a berm at an elevation equal to or higher than 15 feet above mean sea level datum, unless the St. Tammany Parish Engineering Department recommends or requires a lower berm elevation.
- H. Queuing of any collection or long-haul trucks entering the Progressive Property and/or WTS thereon must be entirely within the boundaries of the Progressive Property.
- I. The Progressive Property shall not be used to park or store unloaded waste trucks overnight for periods longer than 48-hours, except in emergency, or as per applicable St. Tammany Parish law.
- J. Progressive shall comply with all applicable federal, state and parish laws, ordinances and regulations governing the construction and operation of the WTS and the hauling of any solid waste from the WTS facility.
- K. LBP agrees that the entrance to the LBP Property on Hwy 434 shall be designed to address any traffic impact created by the WTS and the proposed uses of the other lots in the LBP Property and conform to the requirements of the Department of Transportation of the State. LBP agrees to construct turning lanes from Hwy 434 into the entrance of the LBP Property and from the entrances and exits of the LBP Property onto Hwy 434 to reduce congestion and risk of accident due to large trucks



entering and exiting the LBP Property. Furthermore, and alternatively, the parties agree to discuss (in the future) the possibility of a roundabout in Hwy. 434 at the entrance to the LBP Property and financial participation by the Parish, if possible and available, with LBP agreeing to dedicate the required right of way for said roundabout in lieu of turning lanes, if approved.

- L. LBP hereby imposes a deed/building restrictions on all of the LBP Property (not the Progressive Property) prohibiting the development of any solid waste disposal or treatment facility uses, other than package sewage treatment plants that may be required to process sanitary sewage treatment to occupants of the park.
- M. Progressive shall take reasonable efforts to:
  - (i) Require open bed trucks to use tarps to cover truck beds; and
  - (ii) Not release any of its trucks from the WTS with inoperable tarps.

Progressive shall post a sign on the Progressive Property near the driveway for exiting trucks reminding that no trucks are to leave the Progressive Property without its tarp being securely in place as per law.

- N. Progressive shall adopt and implement a plan to control rodents or vectors at the WTS. Progressive hereby adopts a "good neighbor" policy with respect to litter control on and around the WTS. Progressive shall police any litter on Hwy 434 in a manner consistent with its established policies for litter control in suburban areas. Progressive agrees to provide periodic litter control along Hwy. 434 (to pick up trash/debris) from the entranceway of the LBP Property to and including the off/on ramps on the north and south side of Interstate 12 and for a distance of ½ mile along Hwy 434 to the south of the entranceway of the LBP Property, to the extent permitted by local, state, and/or federal authorities.

### ARTICLE III GENERAL PROVISIONS

**Section 3.1. Deed Restriction As Servitude.** The deed restrictions contained in Section 2.2 shall be a servitude and covenant running with the land, and they shall run in favor of CCL.

**Section 3.2. Enforcement.** The building and deed restriction and provisions contained herein shall be enforceable at law or in equity by CCL by way of injunction, civil suit for damages, or any other remedy deemed necessary as provided in La. Civil Code Article 779. Nothing herein shall be construed as an express and/or implied resolatory condition, the violation of which would create a defect and/or cloud on title, but with full reservation in favor of the parties hereto to exercise any and all rights and remedies against each other in the event of violation of any of these provisions.

**Section 3.3. Term.** The deed restrictions shall become binding on all parties and all persons claiming under them for a period of 25 years from the date such covenants become effective, after which time such covenants shall be automatically extended for successive periods of ten (10) years.

**Section 3.4. Amendments to These Restrictions.** The restrictions enumerated in Section 2.2 above shall not be amended without the written consent of the then current owner(s) of the LBP Property, the Progressive Property, and an authorized representative of CCL, i.e., only by the written signature of all three parties (or their heirs, successors and assigns) to this agreement.

**Section 3.5. Captions and Headings, Section References.** The captions and headings herein are for convenience only and shall not alter or modify the meaning of the provisions hereof. Section references herein are to the Sections or this agreement unless the context clearly indicates otherwise.

**Section 3.6. Severability.** Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

THUS DONE AND PASSED, in my office at Covington, Louisiana, on the 5<sup>th</sup> day of November, 2012, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearer and me, Notary, after reading of the whole.

WITNESSES:

LACOMBE BUSINESS PARK, LLC

Wendie J. Daigle  
Wendie J. Daigle

BY: Christopher R. Jean  
CHRISTOPHER R. JEAN, Member

Kelly G. Rodriguez  
Kelly G. Rodriguez

Jeffrey D. Schoen  
JEFFREY D. SCHOEN  
NOTARY PUBLIC  
BAR ROLL #11809

THUS DONE AND PASSED, in my office at Ft. Worth, Texas, on the 7<sup>th</sup> day of November, 2012, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearer and me, Notary, after reading of the whole.

WITNESSES:

PROGRESSIVE WASTE SOLUTIONS OF  
LA, INC.

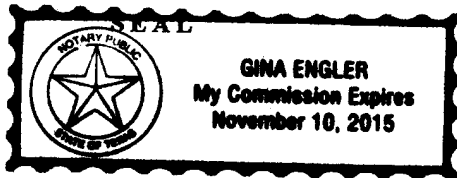
Cindy Schallert

BY: Thomas J. Fowler  
THOMAS J. FOWLER, Vice President

Sonny Joyce

Gina Engler  
GINA ENGLER  
NOTARY PUBLIC

My Commission Expires: 11-10-2015



THUS DONE AND PASSED, in my office at Covington, Louisiana, on the 5th day of November, 2012, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearer and me, Notary, after reading of the whole.

WITNESSES:

CONCERNED CITIZENS OF LACOMBE

Michelle N. Scott  
Michelle N. SCOTT

BY: Rick Franzo  
RICK FRANZO, President

Richard Richter  
RICHARD RICHTER

[Signature]  
NOTARY PUBLIC

**ACT OF EXCHANGE**

**UNITED STATES OF AMERICA**

**BY: PROGRESSIVE WASTE  
SOLUTIONS OF LA, INC.**

**STATE OF LOUISIANA**

**AND LACOMBE BUSINESS PARK, LLC**

**PARISH OF ST. TAMMANY**

**BE IT KNOWN**, that effective the last day of execution hereof;

**BEFORE ME, JEFFREY D. SCHOEN**, a Notary Public, duly commissioned and sworn, in and for the Parish of St. Tammany, therein residing, and in the presence of the witnesses hereinafter named and undersigned,

**PERSONALLY CAME AND APPEARED:**

**PROGRESSIVE WASTE SOLUTIONS OF LA, INC. (TIN \*\*-\*\*\*4673)**, formerly known as IESI LA CORPORATION, a Delaware Corporation, its principal office being in Ft. Worth, Texas, herein represented by its duly authorized Vice President, Thomas J. Fowler, by virtue of a Resolution annexed hereto;

its mailing address being: 2301 Eagle Parkway, Suite 200  
Ft. Worth, TX 76177

(hereinafter referred to as "**Progressive**")

and

**LACOMBE BUSINESS PARK, LLC**, a Louisiana Limited Liability Company, domiciled in Slidell, St. Tammany Parish, Louisiana, herein represented by its duly authorized Member, Christopher R. Jean;

its mailing address being: 501 J. F. Smith Avenue  
Slidell, LA 70460

(hereinafter referred to as "**LBP**")

who declare that they did, and do by these presents, make an exchange of property on the express terms and conditions hereinafter set forth, for and in the consideration recited herein, the sufficiency, adequacy, and receipt of which being acknowledged by the parties hereto, as follows, to-wit:

**I.**

**PROGRESSIVE PROPERTY**

Progressive is the owner of the following described property, hereinafter referred to as "**Progressive Property**", to-wit:

St. Tammany Parish 20  
Instrmnt #: 1878270  
Registry #: 2185593 bdp  
11/08/2012 3:34:00 PM  
MB CB X MI UCC

ALL THAT CERTAIN TRACT OR PORTION OF LAND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Section 18, Township 8 South, Range 13 East, St. Tammany Parish, Louisiana, being more fully described as follows, to-wit:

From the quarter corner common to Sections 17 and 18 in said Township and Range; thence West 680.26 feet to the Point of Beginning; thence South 29 degrees 25 minutes 41 seconds West 786.19 feet to a point; thence South 60 degrees 50 minutes 24 seconds East 738.55 feet to the westerly right-of-way line of Louisiana State Highway No. 434; thence along said westerly right-of-way line South 30 degrees 42 minutes 19 seconds West 615.29 feet; thence North 84 degrees 16 minutes 50 seconds West 595.61 feet to a point; thence North 1517.56 feet to a point; thence South 89 degrees 42 minutes 37 seconds East 648.16 feet to the Point of Beginning, containing 20.71 acres more or less, all as more fully shown on the survey of Borgen Engineering Co. dated June 19, 1984.

The hereinabove described property is also more fully described as follows, to-wit:

ALL THAT CERTAIN TRACT OR PORTION OF LAND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Section 18, Township 8 South, Range 13 East, St. Tammany Parish, Louisiana, being more fully described as follows, to-wit:

Commence at the quarter (1/4) corner common to Sections 17 and 18, Township 8 South, Range 13 East, measure West a distance of 680.26 feet to the Point of Beginning.

From the Point of Beginning run South 29 degrees 22 minutes 55 seconds West a distance of 786.57 feet; thence South 60 degrees 54 minutes 44 seconds East a distance of 738.36 feet to the western right of way of Louisiana Highway No. 434; thence along said right of way South 30 degrees 37 minutes 45 seconds West a distance of 615.41 feet; thence leaving said right of way North 84 degrees 16 minutes 50 seconds West a distance of 595.64 feet; thence North 00 degrees 01 minutes 58 seconds East a distance of 1,516.84 feet; thence South 89 degrees 47 minutes 41 seconds East a distance of 646.03 feet to the Point of Beginning, and containing 20.661 acres of land, more or less.

All as more fully shown on the survey of Kelly J. McHugh & Assoc., Inc., Job No. 03-150/09-136, dated October 30, 2012, a copy of which is annexed hereto and made a part hereof (hereinafter the "Survey").

Being the same property acquired by IESI LA Corporation from Claire Tabary Chabreck, et al by act dated December 22, 2010, recorded as Instrument No. 1796249 of the official records of St. Tammany Parish, Louisiana.

## II.

### LBP PROPERTY

LBP is the owner of the following described property, hereinafter referred to as "**LBP Property**", to-wit:

ALL THAT CERTAIN TRACT OR PORTION OF LAND, together with all the buildings and improvements thereon, situated in Section 18, Township 8 South, Range 13 East, St. Tammany Parish, Louisiana, wherein subject property is more fully described as follows, to-wit:



Lot 1 (28.47 acres) of a Minor Subdivision as per Plat of Kelly J. McHugh & Assoc., Inc., Job No. 03-150, dated July 20, 2012, recorded as Clerk of Court Map File No. 5087D of the official records of St. Tammany Parish, Louisiana, subject to:

- (1) 100 ft. Gas R.O.W. traversing the northeast corner of Lot 1; and
- (2) Access via a 60 ft. Servitude of Passage and a 35 ft. Private Drive Servitude;

All as more fully shown on the Survey.

Being the same property acquired by Lacombe Business Park, LLC from John W. Van Vrancken, III, et ux by act of Cash Sale of even date herewith, recorded in the conveyance records of St. Tammany Parish, Louisiana.

### III.

#### EXCHANGE OF PROPERTY

- A. For and in consideration of the transfer to it as hereinafter set forth, Progressive does hereby grant, bargain, assign, set over, transfer, and deliver, with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which it has or may have against all preceding owners and vendors, unto LBP, the property described hereinabove as Progressive Property.
- B. And now, for and in consideration of the transfer to it as aforesaid, LBP does by these presents grant, bargain, assign, set over, transfer, and deliver, with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which it has or may have against all preceding owners and vendors, unto Progressive, the property described hereinabove as LBP Property.
- C. TO HAVE AND TO HOLD the said respective properties, the one to the other, for their heirs, successors, and assigns, free from any lien, mortgage, or encumbrance whatsoever.

### IV.

#### SERVITUDE OF PASSAGE

For and in the same consideration recited herein, Progressive does hereby reserve and retain, over the Progressive Property, in favor of the LBP Property, and likewise LBP does hereby grant, assign, and convey a non-exclusive predial Servitude of Passage through the Progressive Property in favor of the LBP Property providing both physical and legal access from La. Hwy. 434 to the LBP Property, said Servitude of Passage being more fully described as follows, to-wit:

- A. A certain parcel of land situated in Section 18, Township 8 South, Range 13 East, St. Tammany Parish, Louisiana and more fully described as follows, to-wit:

Commence at the Quarter Section corner common to Sections 17 & 18, T-8-S, R-13-E and measure West a distance of 680.26' Thence South 29°22'55" West a distance of 786.57 feet to a point; thence South 60°54'44" East a distance of 738.36 feet to a point on the Westerly Right Of Way of Louisiana Highway No. 434; thence along said Westerly Right Of Way South 30°37'45" West a distance of 10.81 feet to the POINT OF BEGINNING.

From the POINT OF BEGINNING measure South 30 degrees 37 minutes 45 seconds West a distance of 120.04 feet to a point of curve; thence leaving said Westerly Right of Way along a curve to the left having a radius of 30.00 feet, a delta of 91 degrees 32 minutes 29 seconds, an arc length of 47.93 feet, and a chord which bears North 15 degrees 08 minutes

30 seconds West having a chord distance of 42.99 feet to a point of tangency; thence North 60 degrees 54 minutes 44 seconds West a distance of 770.00 feet to a point of curve; thence along a curve to the left having a radius of 270.00 feet, a delta of 29 degrees 03 minutes 18 seconds, an arc length of 136.92 feet, and a chord which bears North 75 degrees 26 minutes 23 seconds West having a chord distance of 135.46 feet to a point of tangency; thence North 89 degrees 58 minutes 02 seconds West a distance of 123.87 feet to a point; thence North 00 degrees 01 minutes 58 seconds East a distance of 60.00 feet to a point; thence South 89 degrees 58 minutes 02 seconds East a distance of 123.87 feet to a point of curve; thence along a curve to the right having a radius of 330.00 feet, a delta of 29 degrees 03 minutes 18 seconds, an arc length of 167.34 feet, and a chord which bears South 75 degrees 26 minutes 23 seconds East having a chord distance of 165.56 feet to a point of tangency; thence South 60 degrees 54 minutes 44 seconds East a distance of 773.22 feet to A point of curve Thence along a curve to the left having a radius of 30.00 feet, a delta of 88 degrees 27 minutes 31 seconds, an arc length of 46.32 feet, and a chord which bears North 74 degrees 51 minutes 30 seconds East having a chord distance of 41.85 feet to a point of tangency and the POINT OF BEGINNING, and containing 65,044.20 square feet or 1.49 acre(s) of land, more or less.

- B. LBP agrees to provide and construct, at its sole expense, a hard surface roadway through and across said Servitude of Passage providing vehicular access from La. Hwy. 434, through the Servitude of Passage, to the LBP Property, said road to be constructed in good and workmanlike (industrial quality) manner, free of lien and encumbrance, at no expense and/or liability to Progressive whatsoever.
- C. LBP agrees to constantly maintain said road within said Servitude of Passage, at its sole expense, and further reserves the right to dedicate said road and Servitude of Passage at LBP's option in its sole and uncontrolled discretion, to the Parish of St. Tammany, thereby making it a public road, at which time LBP shall no longer have any obligation to maintain said road and/or Servitude of Passage.

## V.

### AS IS EXCHANGE

The properties exchanged herein by the parties hereto are exchanged in "as is, where is condition, with all faults", with neither party providing any warranty to the other as to condition and/or fitness for intended use, subject to the following terms and conditions, to-wit:

- A. It is expressly agreed that the immovable properties herein exchanged and all improvements and component parts, and all other items located hereon are conveyed and accepted "AS IS, WHERE IS", without any warranties of any kind whatsoever, even as to the metes and bounds, zoning, operation, or suitability of the property for the use intended, without regard to the presence of apparent or hidden defects and with the full and complete waiver of any and all rights for the rescission of this exchange by reason of any such defects.
- B. Each party acknowledges and declares that neither party whomsoever, acting or purporting to act in any capacity whatsoever on behalf of a party has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise, and upon which either party has relied, concerning the existence or non-existence of any quality, characteristic or condition of the property herein conveyed. Each party has had full, complete and unlimited access to the property herein conveyed for all tests and inspections which each party, in their sole discretion, deems sufficiently diligent for the protection of their interests.
- C. Each party expressly waives the warranty of fitness and the warranty against redhibitory vices and defects, whether apparent or latent, imposed by Louisiana Civil Code Articles 2520 through 2548, inclusive, and any other applicable state or federal law and the jurisprudence thereunder.

- D. Each party also waives any rights it may have in redhibition to a return of the purchase price or to a reduction of the purchase price paid pursuant to Louisiana Civil Code Articles 2520 to 2548, inclusive, in connection with the property hereby exchanged. By signature, each party expressly acknowledges all such waivers and their exercise of their right to waive warranty pursuant to Louisiana Civil Code Article 2520 and 2548, inclusive.

VI.

**MISCELLANEOUS**

- A. The parties waive the necessity of the production of mortgage and tax research certificates, and relieve me, Notary, from all liability arising out of non-production of same.
- B. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, successors, administrators, executors and assigns.
- C. The parties hereto agree that each of them shall, if called upon to do so, execute any and all documents, instruments, and acts necessary to give full force and effect to this document.
- D. The parties hereto discharge each other from any further accounting in connection with the properties exchanged herein, and further declare that the property and rights that each has received herein are equal in value, and that there is no need for any further accounting between them in connection with these properties.
- E. The Section captions hereof are for convenience only and shall not alter the meaning of any of the express provisions, terms, and conditions herein.

THUS DONE AND PASSED, in Fort Worth, Texas on November 7, 2012, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after reading of the whole.

WITNESSES:

PROGRESSIVE WASTE SOLUTIONS OF  
LA, INC.

Cindy Spallanz

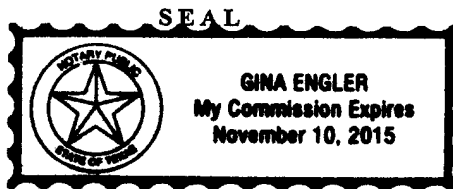
BY:

Thomas J. Fowler  
THOMAS J. FOWLER, Vice President

Lori Joyce

Gina Engler  
NOTARY PUBLIC

My Commission Expires: 11-10-2015



THUS DONE AND PASSED, in my office in Covington, Louisiana, on November 8, 2012 in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after reading of the whole.

WITNESSES:

LACOMBE BUSINESS PARK, LLC

Wendie J. Daigle  
Wendie J. Daigle

BY: [Signature]  
CHRISTOPHER R. JEAN

[Signature]  
Kelly G. Rodriguez

[Signature]  
JEFFREY D. SCHOEN  
NOTARY PUBLIC  
Bar Roll #11809

BAYOU LACOMBE

5484' +/-

C/L BAYOU LACOMBE

INTERSTATE NO. 12

LOT 1  
28.47 ACRES

LOT 2  
186.66 ACRES

20.86 ACRES

L.A. HWY. 434

60' SERVITUDE OF PASSAGE  
NOT A PART

NOT A PART

This point is the Southeast corner of the Southwest Quarter of the Township-8-South, Range-13-East

NOTE: SERVITUDES SHOWN HEREON ARE NOT NECESSARILY EXCLUSIVE. SERVITUDES OF RECORD AS SHOWN ON TITLE OPINION OR TITLE POLICY WILL BE ADDED HERETO UPON REQUEST, AS SURVEYOR HAS NOT PERFORMED ANY TITLE SEARCH OR ABSTRACT.



Kelly J. McHugh, REG. NO. 4443

CERTIFIED CORRECT AND IN ACCORDANCE WITH A PHYSICAL SURVEY MADE ON THE GROUND AND COMPLYING WITH THE CURRENT APPLICABLE STANDARDS OF PRACTICE FOR A CLASS "C" SURVEY. RED STAMP SIGNIFIES CORRECT PLAT.

BOUNDARY SURVEY OF:  
215.79 ACRES IN SECTION 18,  
TOWNSHIP-8-SOUTH, RANGE-13-EAST,  
GREENSBURG LAND DISTRICT,  
ST. TAMMANY PARISH, LA.

PREPARED FOR:  
LACOMBE BUSINESS PARK, LLC,  
RESOURCE BANK, PROGRESSIVE  
WASTE SOLUTIONS OF LA., INC.  
CHICAGO TITLE INSURANCE COMPANY,  
AND JONES FUSSELL, L.L.P.

KELLY J. McHUGH & ASSOC., INC.  
CIVIL ENGINEERS & LAND SURVEYORS  
845 GALVEZ ST., MANDEVILLE, LA. 626-5611

SCALE: 1" = 400' DATE: 10-30-12  
DRAWN: DRJ JOB NO.: 03-150/09-136

**AUTHORIZATION  
FOR  
LACOMBE BUSINESS PARK, LLC**

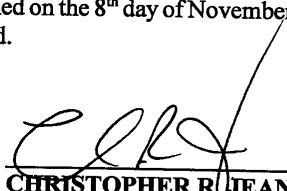
At a meeting duly held and convened on the date shown below, at which a quorum was present and voting:

IT WAS RESOLVED THAT:

Christopher R. Jean, Member, is hereby authorized and empowered for and on behalf of and in the name of this limited liability company, to act as the duly authorized representative for Lacombe Business Park, LLC to effectuate the following transactions upon such terms and conditions as he deems meet and proper in his sole and uncontrolled discretion, including the right to execute any and all documents in order to effectuate same, said transactions and documents being more fully described below:

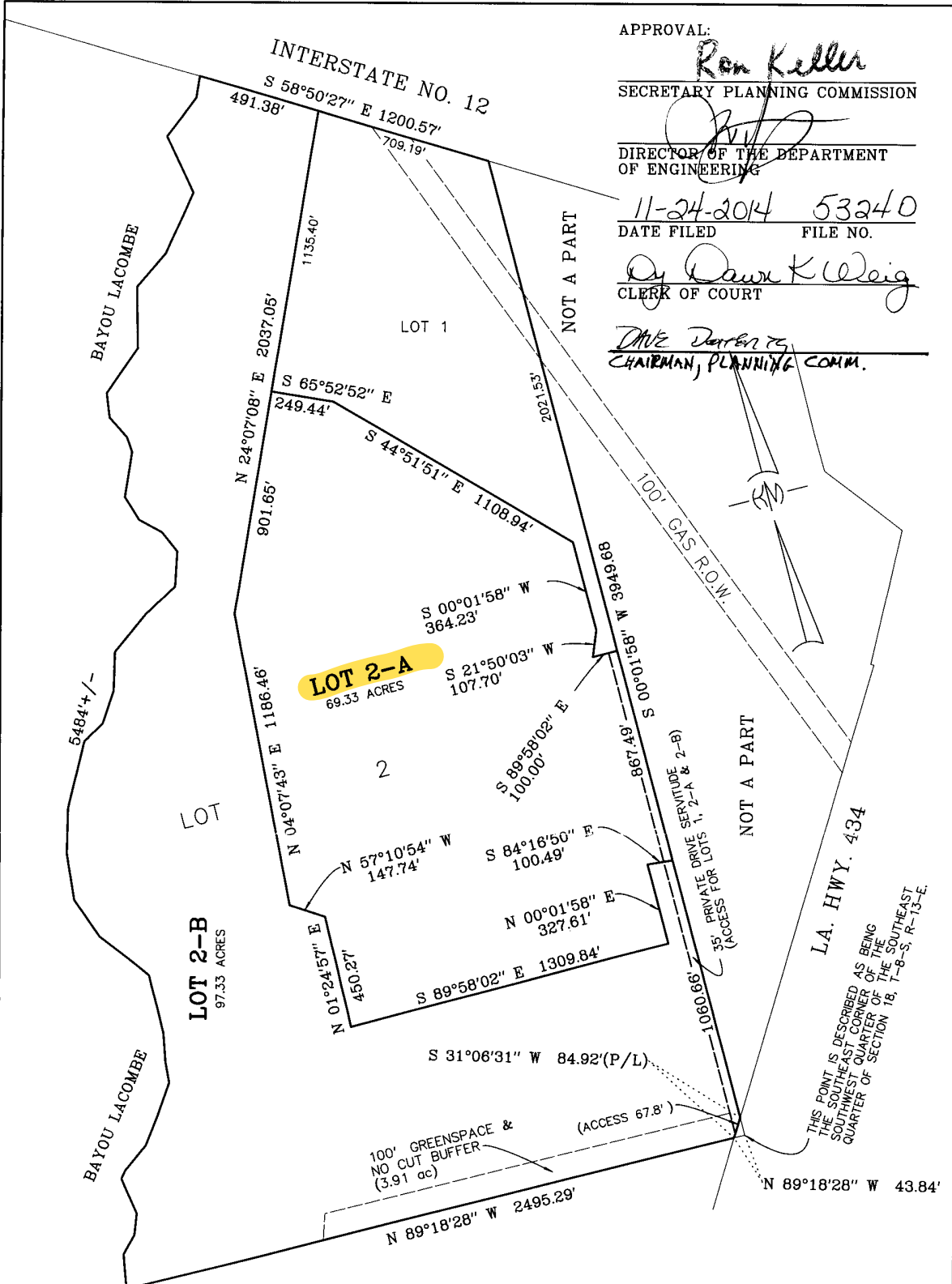
- (1) Cash Sale from Mr. and Mrs. John W. Van Vrancken, III in connection with the purchase of Lot 1 (28.47 acres) and Lot 2 (166.66 acres) of a Minor Subdivision in Section 18, Township 8 South, Range 13 East, St. Tammany Parish, Louisiana for a cash price of \$2,000,000;
- (2) Act of Exchange with Progressive Waste Solutions of LA, Inc. in connection with the exchange of Lot 1 (28.47 acres) for 26.66 acres, including the grant of a non-exclusive predial servitude in connection therewith, as well as the obligation to construct (at its sole cost) an industrial quality road to serve as access from La. Hwy 434 to Lot 1; and
- (3) Deed Restrictions imposed by Lacombe Business Park, LLC and Progressive Waste Solutions of LA, Inc., in part for the benefit of, Concerned Citizens of Lacombe.

We hereby certify that the above and foregoing is a true and correct authorization of all of the members of said limited liability company, unanimously adopted at a meeting at which a quorum was present and voting, duly held and convened on the 8<sup>th</sup> day of November, 2012, and that the same has not been heretofore revoked or rescinded.

  
\_\_\_\_\_  
**CHRISTOPHER R. JEAN**  
Member

**DAVID ACQUISTAPACE, Member**

BY:   
\_\_\_\_\_  
**GARRETT ACQUISTAPACE**  
Agent and Attorney-in-Fact



APPROVAL:  
Ron Keller  
SECRETARY PLANNING COMMISSION

[Signature]  
DIRECTOR OF THE DEPARTMENT OF ENGINEERING

11-24-2014 53240  
DATE FILED FILE NO.

[Signature]  
CLERK OF COURT

[Signature]  
CHAIRMAN, PLANNING COMM.

**AMENDMENT TO A MINOR SUBDIVISION**

(MINOR SUBDIVISION RECORDED AT ST. TAMMANY PARISH CLERK OF COURT'S OFFICE ON 09-06-2012 AS MAP FILE NO. 5087D)

**LOT 2 OF AN EXISTING MINOR SUBDIVISION, INTO LOTS 2-A & 2-B ALL IN SECTION 18, T-8-S, R-13-E, GREENSBURG LAND DISTRICT ST. TAMMANY PARISH, LA.**

PREPARED FOR:  
**Lacombe Business Park, LLC, & Ian Somerhalder Foundation**

**KELLY J. McHUGH & ASSOC., INC.**  
CIVIL ENGINEERS & LAND SURVEYORS  
845 GALVEZ ST., MANDEVILLE, LA. 626-5611

SCALE: 1" = 400' DATE: 09-30-14  
DRAWN: DRJ JOB NO.: 03-150  
REVISED:

NOTE:  
NO ATTEMPT HAS BEEN MADE BY KELLY McHUGH & ASSOC., INC. TO VERIFY TITLE, ACTUAL LEGAL OWNERSHIP, SERVITUDES, EASEMENTS, RIGHTS OF WAY, DEED RESTRICTIONS, WETLANDS OR ENVIRONMENTAL ISSUES OR OTHER ENCUMBRANCES ON THE PROPERTY OTHER THAN THOSE FURNISHED BY THE CLIENT.



Kelly J. McHugh, REG. NO. 4443

CERTIFIED CORRECT AND IN ACCORDANCE WITH A PHYSICAL SURVEY MADE ON THE GROUND AND COMPLYING WITH THE CURRENT APPLICABLE STANDARDS OF PRACTICE FOR A CLASS "C" SURVEY. RED STAMP SIGNIFIES CORRECT PLAT.

STATE OF LOUISIANA  
St. Tammany PARISH



8416-C-LA  
(12-2006)

St. Tammany Parish 2305  
Instrument #: 1968966  
Registry #: 2353701 jay  
1/23/2015 2:44:00 PM  
NB CB X MI UCC

Preparer's name and address:

Linda Meiners  
72337 Industry Park  
Covington, La. 70435  
(985) 630-1017

Grantee's Address:  
BellSouth Telecommunications, Inc.  
72337 Industry Park  
Covington, La. 70435  
(985) 327-6440

### SERVITUDE

For and in consideration of Five thousand five hundred dollars (\$ 5,500.00 ) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the undersigned owner(s) of the premises described below, hereinafter referred to as Grantor, do(es) hereby grant to BELLSOUTH TELECOMMUNICATIONS, INC., a Georgia corporation, its licensees, agents, successors, assigns, and allied and associated companies, hereinafter referred to as Grantee, a servitude to construct, operate, maintain, add, and/or remove such systems of communications, facilities, standby generators and associated fuel supply systems as a means of providing uninterrupted service during commercial power outages, or related services as the Grantee may from time to time require upon, over, and under a portion of the lands described in Deed Book Instrument # 1878257, page St. Tammany Parish, Louisiana Records, and, to the fullest extent the Grantor has the power to grant, upon, over, along, and under the roads, streets, or highways adjoining or through said property. The said servitude is more particularly described as follows:

All that tract or parcel of land lying in Section 18, Township 8-S, Range 13-E, St. Helena Meridian, St. Tammany Parish, State of Louisiana, consisting of a ( strip) ( parcel) of land measuring thirty feet (30') square, for the installation of telecommunication equipment as shown on a survey by Kelly J. McHugh & Associates, Inc., Job # 15-007, dated January 15, 2015, situated upon the property of Lacombe Business Park, LLC., represented herein by Christopher R. Jean, authorized Member.

The following rights are also granted: the right consistent with law, to allow any other person, firm, or corporation to attach wires or lay cable or conduit or other appurtenances upon, over, and under said servitude for communications or electric power transmission or distribution; ingress to and egress from said servitude at all times; the right, but not the obligation, to clear the servitude and keep it cleared of all trees, undergrowth, or other obstructions; the right, but not the obligation, to trim and cut and keep trimmed and cut all dead, weak, leaning, or dangerous trees or limbs outside the servitude which might interfere with or fall upon the lines or systems of communication or power transmission or distribution; the right to relocate said facilities, systems of communications, or related services on said lands to conform to any future highway relocation, widening, or improvements, the right to test and maintain generators and associated equipment; and the right to allow any other person, firm, or corporation to provide for fuel/energy distribution to equipment placed on the site.

To have and to hold the above granted servitude unto BellSouth Telecommunications, Inc., its licensees, agents, successors, assigns, and allied and associated companies forever and in perpetuity.

Grantor warrants that Grantor is the true owner of record of the above described land on which the aforesaid servitude is granted.



SPECIAL STIPULATIONS OR COMMENTS:

The following special stipulations shall control in the event of conflict with any of the foregoing servitude:  
**Grantee agrees to defend, protect, indemnify and hold harmless Grantor from all claims, loss or damage occurring on the above described property arising from the negligent or willful acts of Grantee, its employees, agents and /or contractors.**

In witness whereof, the undersigned has/have caused this instrument to be executed on the 16th day of January, 2015

Signed, sealed and delivered in the presence of:

Linda Meiners  
Witness\*  
(Print Name) LINDA MEINERS  
Address\*  
\_\_\_\_\_  
\_\_\_\_\_

Lacombe Business Park, LLC.  
Name of Corporation  
(Address)  
501 J.F. Smith Ave.  
Slidell, La. 70460  
(985) 641-7331

Michelle Kennedy  
Witness\*  
(Print Name) MICHELLE KENNEDY  
Address\*  
\_\_\_\_\_  
\_\_\_\_\_

By: [Signature]  
Title: Christopher R. Jean / Authorized Member  
Attest: \_\_\_\_\_

State of Louisiana, St. Tammany Parish

On this 23rd day of January, 2015, before me appeared LINDA MEINERS to me personally known who, being by me duly sworn (or affirmed) did state that he/she is the witness to the signature of Christopher R. Jean the corporation or association of Lacombe Business Park, LLC. and that the instrument was signed and sealed in behalf of the corporation (or association) by authority of its board of directors (or trustees) and that MICHELLE KENNEDY acknowledged the instrument to be the free act and deed of the corporation (or association).

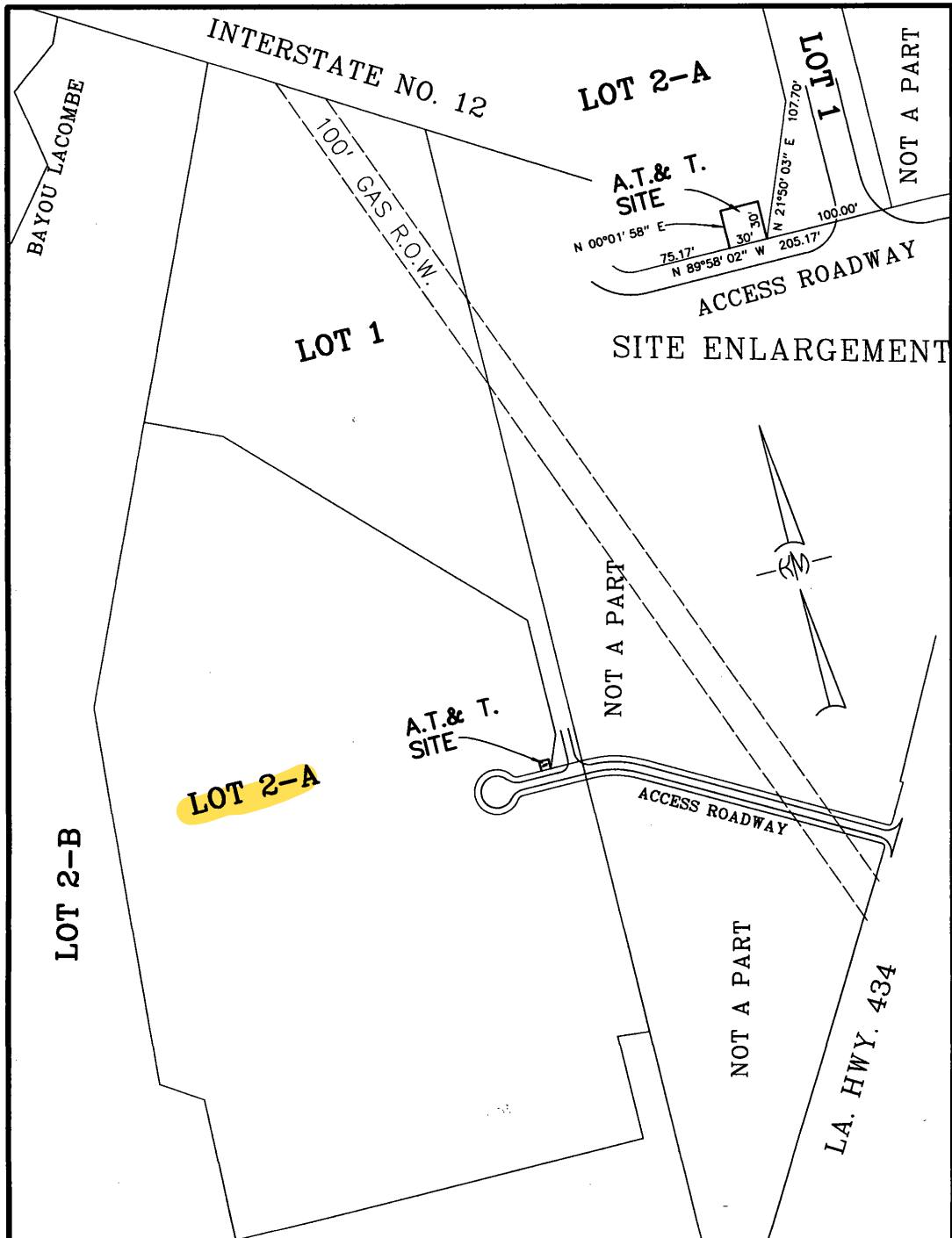
[Signature]  
**TRACY A. SALVAGGIO**  
Notary Public #84772  
State of Louisiana  
My Commission is not expiring for life.

Affiant: Linda Meiners  
My Commission Expires: \_\_\_\_\_

\*Witness names must be stated in full (no initials), and be typed or legibly printed below each signature. Witness address is optional.

TO BE COMPLETED BY BELLSOUTH TELECOMMUNICATIONS, INC.

District <b>Louisiana South</b>	FRC <b>45C</b>	Wire Center/NXX <b>LCMBLAMA985882</b>	Authority <b>56H05825N / CFAS A0038KC</b>
Drawing <b>PMT # 1814495</b>	Area Number <b>J2816</b>	Plat Number	RWD <b>LA103E 770234</b>
Approval <u>[Signature]</u>		Title <b>Area Manager, OSP Engineering &amp; Design</b>	



REFERENCE PLAT.  
 AN AMENDMENT TO A MINOR SUBDIVISION  
 RECORDED AT ST. TAMMANY PARISH CLERK  
 OF COURT'S OFFICE ON 11-24-2014  
 AS MAP FILE NO. 5324D

SKETCH OF:  
**A.T. & T. SITE, ON LOT 2-A,  
 SECTION 18, T-8-S, R-13-E,  
 GREENSBURG LAND DISTRICT  
 ST. TAMMANY PARISH, LA.**

PREPARED FOR:  
**A.T. & T., and  
 Lacombe Business Park, LLC**

SCALE: 1" = 400'	DATE: 01-15-15
DRAWN: DRJ	JOB NO.: 15-007
REVISED:	

**KELLY J. McHUGH & ASSOC., INC.**  
 CIVIL ENGINEERS & LAND SURVEYORS  
 845 GALVEZ ST., MANDEVILLE, LA. 626-5611

**GRANT OF PREDIAL POND AND  
DRAINAGE SERVITUDE**

**UNITED STATES OF AMERICA**

**BY: BAYOU VISTA PARTNERS EAST, LLC;  
BAYOU VISTA PARTNERS WEST, LLC;  
BAYOU VISTA PARTNERS, LLC; and  
COMPATIBLE LANDS FOUNDATION**

**STATE OF LOUISIANA; and  
STATE OF OKLAHOMA**

**TO: LACOMBE BUSINESS PARK, LLC**

**PARISH OF ST. TAMMANY;  
and COUNTY OF TULSA**

**BE IT KNOWN**, that effective on the last date of execution hereof by all parties hereof;

**BEFORE** the undersigned Notary Public(s), duly commissioned and qualified in and for the County, Parish and States hereinabove set forth, and in the presence of the undersigned and competent witnesses,

**PERSONALLY CAME AND APPEARED:**

**BAYOU VISTA PARTNERS EAST, LLC**, a limited liability corporation authorized to do business in the State of Louisiana, as record owner, having an address of 321 S. Boston, Suite 200, Tulsa, OK 74103, acting under an unrecorded Nominee Agreement on behalf of **BAYOU VISTA PARTNERS, LLC**, as beneficial owner, and **COMPATIBLE LANDS FOUNDATION**, an Oklahoma nonprofit public benefit corporation authorized to do business in the State of Louisiana, having an address at 1305 East 15<sup>th</sup> Street, Suite 202, Tulsa, Oklahoma 74120

and

**BAYOU VISTA PARTNERS WEST, LLC**, a limited liability corporation authorized to do business in the State of Louisiana, as record owner, having an address of 321 S. Boston, Suite 200, Tulsa, OK 74103, acting under an unrecorded Nominee Agreement on behalf of **BAYOU VISTA PARTNERS, LLC**, as beneficial owner and **COMPATIBLE LANDS FOUNDATION**, an Oklahoma nonprofit public benefit corporation authorized to do business in the State of Louisiana, having an address at 1305 East 15<sup>th</sup> Street, Suite 202, Tulsa, Oklahoma 74120

(hereinafter collectively referred to as "**Grantor**")

and

**LACOMBE BUSINESS PARK, LLC**, a Louisiana Limited Liability Company, domiciled in St. Tammany Parish, Louisiana, herein represented by its duly authorized and only Members, Christopher Jean and David Acquistapace; its mailing address being 61155 Hwy. 11, Slidell, LA 70458

(hereinafter referred to as "**Grantee**")

who declared that, for and in consideration of the mutual benefits arising from the grant of servitude herein, together with other good and valuable consideration, the receipt, sufficiency, and adequacy of which being hereby acknowledged, as follows, to-wit:

I.

**GRANTOR PROPERTY**

- A. Grantor is the respective record owner, beneficial owner, and holder of a Conservation Easement over and across Lot 2-B (comprising 97.33 acres) of the Lacombe Business Park Minor Subdivision (hereinafter "Lot 2-B"), as more fully shown on the plat of Kelly J. McHugh & Assoc., Inc., Job No.: 03-150, dated January 10, 2018, recorded as Clerk of Court Map File No. 5726A of the official records of St. Tammany Parish, Louisiana ("Plat"), a copy of which is annexed hereto and made a part hereof as Exhibit "A".
- B. Deed(s) of Conservation Easement were granted over Lot 2-B pursuant to the following instruments, namely:
1. Deed of Conservation Easement dated December 28, 2020 recorded as Instrument No. 2244483, as amended by Act of Correction (By Notary) dated April 1, 2021 recorded as Instrument No. 2262093; and
  2. Deed of Conservation Easement dated December 28, 2020 recorded as Instrument No. 2244486, as amended by Act of Correction (By Notary) dated April 1, 2021 recorded as Instrument No. 2262094.

II.

**GRANTEE PROPERTIES**

Grantee is the owner of the following described properties, hereinafter collectively referred to as the "Grantee Properties", to-wit:

- A. **Lot 2-A** (69.33 Acres) of Lacombe Business Park Minor Subdivision, as more fully shown on the Plat, and as more fully shown on the survey of Kelly J. McHugh & Assoc., Inc., Job No. 17-111, dated July 29, 2021, a copy of which is annexed hereto as Exhibit "B", wherein said Lot 2-A is more fully described as shown below:

A certain parcel of land situated in Section 18, Township 8 South, Range 13 East, St. Tammany Parish, Louisiana and more fully described as follows.

Commence at the Southeast corner of the Southwest Quarter of the Southeast Quarter of Section 18, T-8-S, R-13-E, and measure North 00°01'58" West a distance of 1133.90 feet to the POINT OF BEGINNING

From the POINT OF BEGINNING measure  
North 84°16'50" West a distance of 100.49 feet to a point;  
Thence South 00°01'58" West a distance of 327.61 feet to a point;  
Thence North 89°58'02" West a distance of 1,309.84 feet to a point;  
Thence North 01°24'57" East a distance of 450.27 feet to a point;  
Thence North 57°10'54" West a distance of 147.74 feet to a point;  
Thence North 04°07'43" East a distance of 1,186.46 feet to a point;  
Thence North 24°07'08" East a distance of 901.65 feet to a point;  
Thence South 65°52'52" East a distance of 249.44 feet to a point;  
Thence South 44°51'51" East a distance of 1,108.94 feet to a point;  
Thence South 00°01'58" West a distance of 364.23 feet to a point;  
Thence South 21°50'03" West a distance of 107.70 feet to a point;  
Thence South 89°58'02" East a distance of 100.00 feet to a point;  
Thence South 00°01'58" West a distance of 867.49 feet to a point which is the POINT OF BEGINNING, and containing 69.33 acre(s) of land, more or

less, being Lot 2-A, Lacombe Business Park Minor Subdivision.

- B.** A certain parcel of land situated in Section 18, Township 8 South, Range 13 East, St. Tammany Parish, Louisiana and more fully described as follows.

Commence at the Southeast corner of the Southwest Quarter of the Southeast Quarter of Section 18, T-8-S, R-13-E, and measure North 00°01'58" West a distance of 1133.90 feet to the POINT OF BEGINNING

From the POINT OF BEGINNING continue North 00°01'58" East a distance of 837.49 feet to a point on the centerline of a 60 ft. wide Servitude of Passage; Thence along said Centerline South 89°58'02" East a distance of 23.87 feet to a point of curve; Thence along a curve to the right having a radius of 300.00 feet, a delta of 29°03'18", an arc length of 152.13 feet, and a chord which bears South 75°26'23" East having a chord distance of 150.51 feet to a point of tangency; Thence South 60°54'44" East a distance of 801.62 feet to a point on the Western Right of Way of La. Hwy. 434; Thence along said Western Right of Way South 30°37'45" West a distance of 545.38 feet to a point; Thence leaving said Western Right of Way North 84°16'50" West a distance of 595.64 feet to the POINT OF BEGINNING, and containing 532,945.88 square feet or 12.23 acre(s) of land, more or less, as more fully shown on the Sketch of Kelly J. McHugh & Assoc., Inc., dated September 28, 2021, Job No. 21-107, a copy of which is annexed hereto as Exhibit "C".

### III.

#### GRANT OF PREDIAL POND AND DRAINAGE SERVITUDE

- A.** Grantor does hereby grant an exclusive predial pond and drainage servitude over and across a portion of Lot 2-B, hereinafter referred to as the "Servient Estate", in favor of Grantee, as well as the Grantee Properties, its and their heirs, successors, and assigns, hereinafter collectively referred to as the "Dominant Estate", for the purpose of drainage and detention of stormwater flowing from Grantee Properties, over the following described areas within Lot 2-B, to-wit:

A certain parcel of land situated in Section 18, Township 8 South, Range 13 East, St. Tammany Parish, Louisiana and more fully described as follows.

Commence at the Southeast corner of the Southwest Quarter of the Southeast Quarter of Section 18, T-8-S, R-13-E, and measure North 00°01'58" East a distance of 1,133.90 feet to a point; Thence North 84°16'50" West a distance of 100.49 feet to a point; Thence South 00°01'58" West a distance of 327.61 feet to a point; Thence North 89°58'02" West a distance of 926.73 feet to the POINT OF BEGINNING

From the POINT OF BEGINNING measure South 00°41'32" West a distance of 704.38 feet to a point; Thence North 89°18'28" West a distance of 727.52 feet to a point; Thence North 20°50'00" East a distance of 31.96 feet to a point; Thence North 89°18'28" West a distance of 764.52 feet to a point; Thence North 10°18'50" East a distance of 9.59 feet to a point; Thence North 44°15'43" East a distance of 42.16 feet to a point; Thence South 89°18'28" East a distance of 748.52 feet to a point; Thence North 20°50'00" East a distance of 89.83 feet to a point; Thence North 32°54'13" East a distance of 195.99 feet to a point;

Thence North 31°08'24" East a distance of 360.13 feet to a point;  
Thence North 22°23'46" East a distance of 74.97 feet to a point;  
Thence South 89°58'02" East a distance of 356.24 feet to the POINT OF  
BEGINNING, and containing 414,971.85 square feet or 9.5264 acre(s) of  
land, more or less, all as more fully shown on Exhibit "B".

- B.** In consideration of Sub-Section A herein, Grantee, including the Grantee Property, including its heirs, successors, and assigns, hereby covenant and agree, in accordance with the Preliminary Stormwater Detention Storage Pond Design prepared by Kelly J. McHugh & Assoc., Inc., Job No.: 03-150, dated July 12, 2021, last revised September 7, 2021, a copy of which is annexed hereto as Exhibit "D" ("Site Plan"), to:
1. Construct a Stormwater Detention Storage Area (hereinafter the "Pond"), being 8 feet in depth, over and across the "Blue" colored portion of Exhibit "D";
  2. Construct a 40 Foot Drain Servitude To Bayou Lacombe (hereinafter the "Drain Servitude"), over and across the "Dark Green" colored portion of Exhibit "D", connecting the Pond to Bayou Lacombe;
  3. Maintain said Pond and Drain Servitude in good working order and condition, at all times, at the sole cost, expense, liability and responsibility of Grantee, including the Grantee Property, its heirs, successors, and assigns;
  4. Stock the Pond with an adequate fish population so that the Pond can be used by Grantor, and its invitees (not Grantee), pursuant to the conservation easement for recreational fishing; and
  5. Hold Grantor harmless and indemnify it in connection with any and all liability, damages, reasonable attorney's fees, and actual costs incurred by Grantor arising out of the construction, maintenance, and/or utilization of the Pond and Drain Servitude granted herein.

#### IV.

##### MISCELLANEOUS

- A.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, including its and their heirs, successors, and assigns.
- B.** The parties hereto agree that each of them shall, if called upon to do so, execute any and all documents, instruments, and acts necessary to give full force and effect to this document.
- C.** Violation of any provision herein shall entitle the non-defaulting party to seek monetary damages as well as specific performance, including the recovery of reasonable attorney's fees and costs, from the defaulting party, in connection with the enforcement of any obligation herein, it being mutually agreed by the parties hereto that it shall be presumed that said violation(s) shall create irreparable harm and injury to the non-defaulting party, thereby entitling it to temporary, preliminary, and/or permanent injunctive relief against the defaulting party, as well as all other forms of relief.
- D.** The Section captions hereof are for convenience only and shall not alter the meaning of any of the express provisions, terms, and conditions herein.

**TO HAVE AND TO HOLD** unto the said Dominant Estate, it and their, heirs, successors, and assigns.

THUS DONE AND PASSED on September 29, 2021 in Tulsa, Oklahoma, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

Karrie Ward  
KARRIE WARD  
Aaron Ringle  
AARON RINGLE

BAYOU VISTA PARTNERS EAST, LLC

BY: Reed Oppenheimer  
REED OPPENHEIMER, Manager

BAYOU VISTA PARTNERS WEST, LLC

BY: Reed Oppenheimer  
REED OPPENHEIMER, Manager

BAYOU VISTA PARTNERS, LLC

BY: Reed Oppenheimer  
REED OPPENHEIMER, Manager

COMPATIBLE LANDS FOUNDATION

BY: Robert Gregory  
ROBERT GREGORY, President



Nicha Henry  
NOTARY PUBLIC

SEAL

Date of Expiration of Notary's Commission: 10/4/2023

THUS DONE AND PASSED on October 7, 2021 in Covington, Louisiana, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

Rachel L. Miller  
Rachel L. Miller  
Michelle N. Scott  
Michelle N. Scott

LACOMBE BUSINESS PARK, LLC

BY: Christopher Jean  
CHRISTOPHER JEAN, Member

AND  
BY: David Acquistapace  
DAVID ACQUISTAPACE, Member via  
Charles B. Acquistapace, Agent

Jeffrey D. Schoen  
JEFFREY D. SCHOEN  
NOTARY PUBLIC  
LA. BAR ROLL NO. 11809

**EXHIBIT "A"**

APPROVAL:

*[Signature]*

CHAIRMAN PARISH PLANNING COMMISSION

*[Signature]*

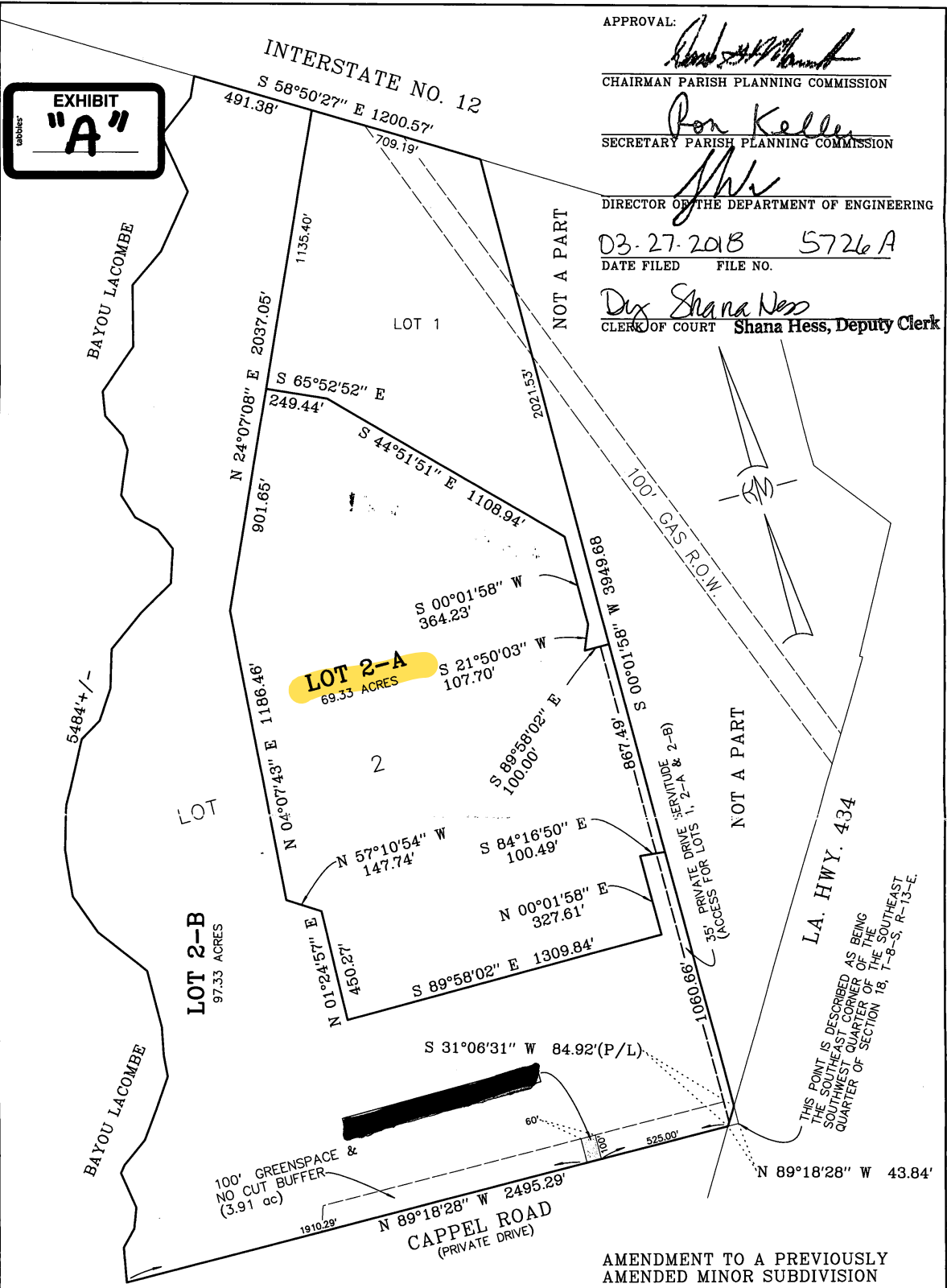
SECRETARY PARISH PLANNING COMMISSION

*[Signature]*

DIRECTOR OF THE DEPARTMENT OF ENGINEERING

03-27-2018 5726 A  
DATE FILED FILE NO.

*[Signature]*  
Dix Shana Hess  
CLERK OF COURT Shana Hess, Deputy Clerk



**AMENDMENT TO A PREVIOUSLY AMENDED MINOR SUBDIVISION**

(PREVIOUSLY AMENDED MINOR SUBDIVISION RECORDED AT ST. TAMMANY PARISH CLERK OF COURT'S OFFICE ON 11-24-2014 AS MAP FILE NO. 5324D)

PLAT TO AMEND AN EXISTING MINOR SUBDIVISION, TO INCLUDE A 60' WIDE ACCESS TROUGH A NO CUT BUFFER/GREENSPACE AREA ON LOT 2-B. ALL IN SECTION 18, T-8-S, R-13-E, GREENSBURG LAND DISTRICT ST. TAMMANY PARISH, LA.

PREPARED FOR:

Lacombe Business Park, LLC, & Ian Somerhalder Foundation

**KELLY J. McHUGH & ASSOC., INC.**  
CIVIL ENGINEERS & LAND SURVEYORS  
845 GALVEZ ST., MANDEVILLE, LA. 626-5611

SCALE: 1" = 400'	DATE: 01-10-18
DRAWN: DRJ	JOB NO.: 03-150
REVISED:	

NOTE:  
NO ATTEMPT HAS BEEN MADE BY KELLY McHUGH & ASSOC., INC. TO VERIFY TITLE, ACTUAL LEGAL OWNERSHIP, SERVITUDES, EASEMENTS, RIGHTS OF WAY, DEED RESTRICTIONS, WETLANDS OR ENVIRONMENTAL REGULATIONS OR OTHER ENCUMBRANCES ON THIS PROPERTY OTHER THAN THOSE FURNISHED BY THE CLIENT.



*[Signature]*  
Kelly J. McHugh, REG. NO. 4443

CERTIFIED CORRECT AND IN ACCORDANCE WITH A PHYSICAL SURVEY MADE ON THE GROUND AND COMPLYING WITH THE CURRENT APPLICABLE STANDARDS OF PRACTICE FOR A CLASS "C" SURVEY. RED STAMP SIGNIFIES CORRECT PLAT.



INTERSTATE NO. 12

BAYOU LACOMBE

BAYOU LACOMBE

APPROXIMATE LOCATION OF THE FLOOD ZONE LINE  
FLOOD ZONE A  
FLOOD ZONE C

NOT A PART

EXHIBIT "B"

LOT 1

LOT 2-A  
69.33 ACRES

LOT 2-B

DETECTION POND AREA  
(8.53 ac)

35' PRIVATE DRIVE SERVITUDE

NOT A PART

L.A. HWY. 434

THIS POINT IS DESCRIBED AS BEING THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, T-8-S, R-13-E.

N 44°15' 43" E 42.16'  
S 10°18' 50" W 9.59'  
S 89°18' 28" E 748.52'  
N 89°18' 28" W 727.52'  
N 20°50' 00" E 31.96'  
N 20°50' 00" E 764.52'  
S 89°18' 28" E 748.52'  
N 20°50' 00" E 89.83'  
N 32°54' 13" E 195.99'  
N 22°23' 46" E 74.97'  
N 01°24' 57" E 450.27'  
N 57°10' 54" W 147.74'  
N 89°58' 02" W 1309.84'  
S 00°01' 58" W 327.61'  
N 84°16' 50" W 100.49'  
S 89°58' 02" E 100.00'  
S 21°50' 03" W 107.70'  
S 00°01' 58" W 364.23'  
S 44°51' 51" E 1108.94'  
N 24°07' 08" E 901.65'  
N 04°07' 43" E 1186.46'  
N 24°07' 08" E 901.65'  
S 65°52' 52" E 249.44'

THIS PROPERTY IS LOCATED IN FLOOD ZONES A & C; BASE FLOOD ELEV. UNDETERMINED.  
RE: F.I.R.M. PANEL NO. 225205 0385 C;  
REV. 10-17-89

LEGEND  
■ = SQ. BAR FOUND  
○ = 1/2" IRON ROD SET

REFERENCE:  
PLAT OF A MINOR SUBDIVISION BY THIS FIRM  
FILED FOR RECORD 03-27-2018, MAP FILE NO. 5726A

BOUNDARY SURVEY OF:  
LOT 2A OF AN EXISTING MINOR SUBDIVISION, ALL IN SECTION 18, T-8-S, R-13-E, G.L.D. ST. TAMMANY PARISH, LA.

PREPARED FOR:  
PROVIDENT REALTY ADVISORS, INC

KELLY J. McHUGH & ASSOC., INC.  
CIVIL ENGINEERS & LAND SURVEYORS  
845 GALVEZ ST., MANDEVILLE, LA. 626-5611

SCALE: 1" = 400' DATE: 07-29-21  
DRAWN: MDM JOB NO.: 17-111  
REVISED:

NOTE:  
NO ATTEMPT HAS BEEN MADE BY KELLY McHUGH & ASSOC., INC. TO VERIFY TITLE, ACTUAL LEGAL OWNERSHIP, SERVITUDES, EASEMENTS, RIGHTS OF WAY, DEED RESTRICTIONS, WETLANDS OR ENVIRONMENTAL ISSUES OR OTHER ENCUMBRANCES ON THIS PROPERTY. THE USER ASSUMES RESPONSIBILITY FOR THE CLOSURE OF THESE FURNISHED BY THE CLIENT.

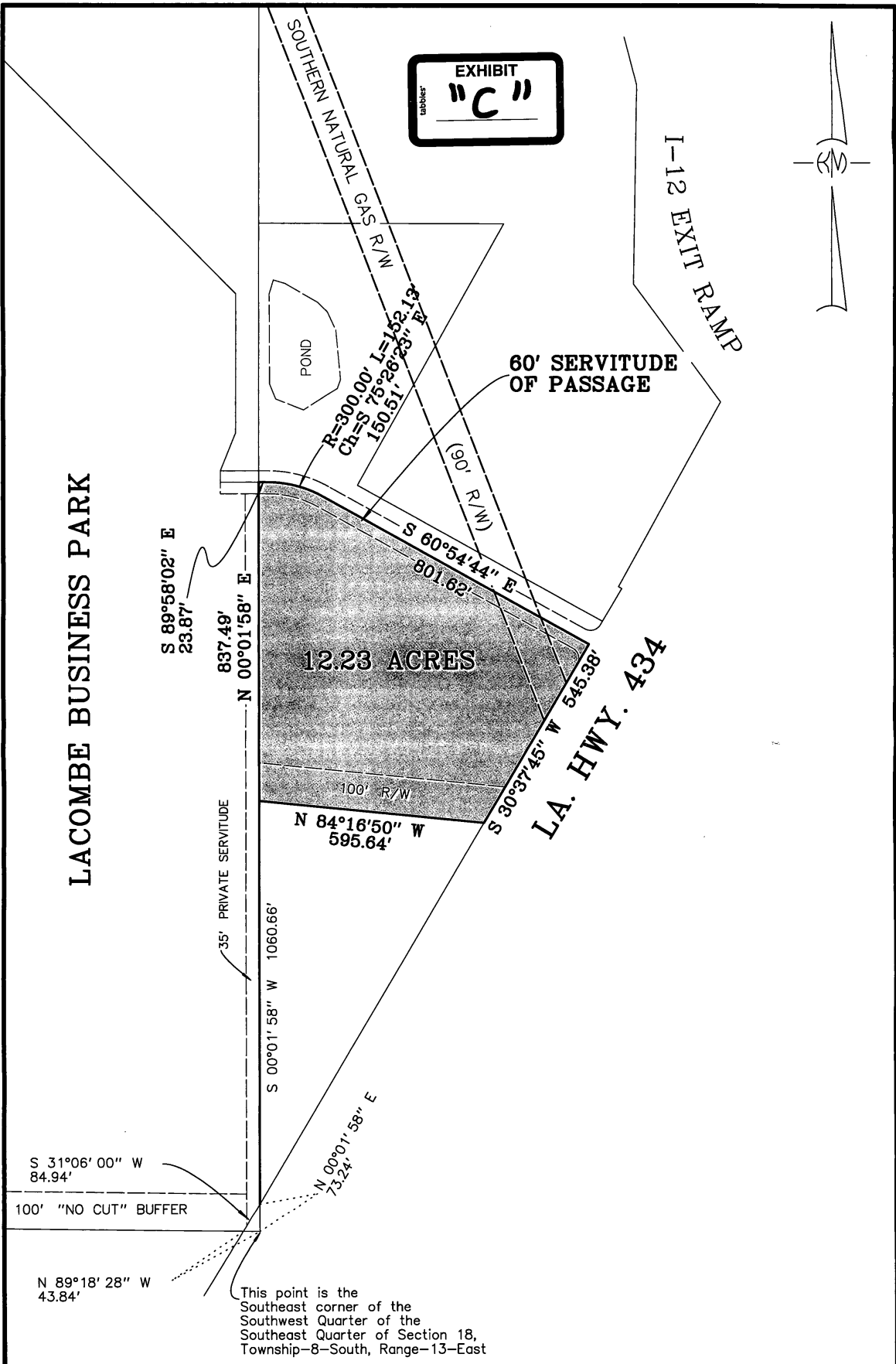


Kelly J. McHugh, REG. NO. 4443 07-29-21

CERTIFIED CORRECT AND IN ACCORDANCE WITH A PHYSICAL SURVEY MADE ON THE GROUND AND COMPLYING WITH THE CURRENT APPLICABLE STANDARDS OF PRACTICE FOR A CLASS "C" SURVEY. RED STAMP SIGNIFIES CORRECT PLAT.

DATA: 20210717-111 LOT 2A LACOMBE BUSINESS PARK-43

EXHIBIT  
"C"



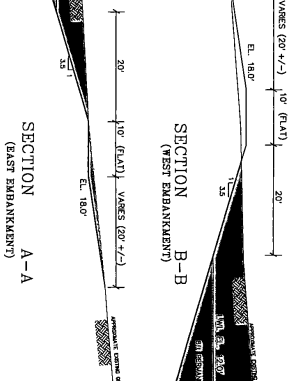
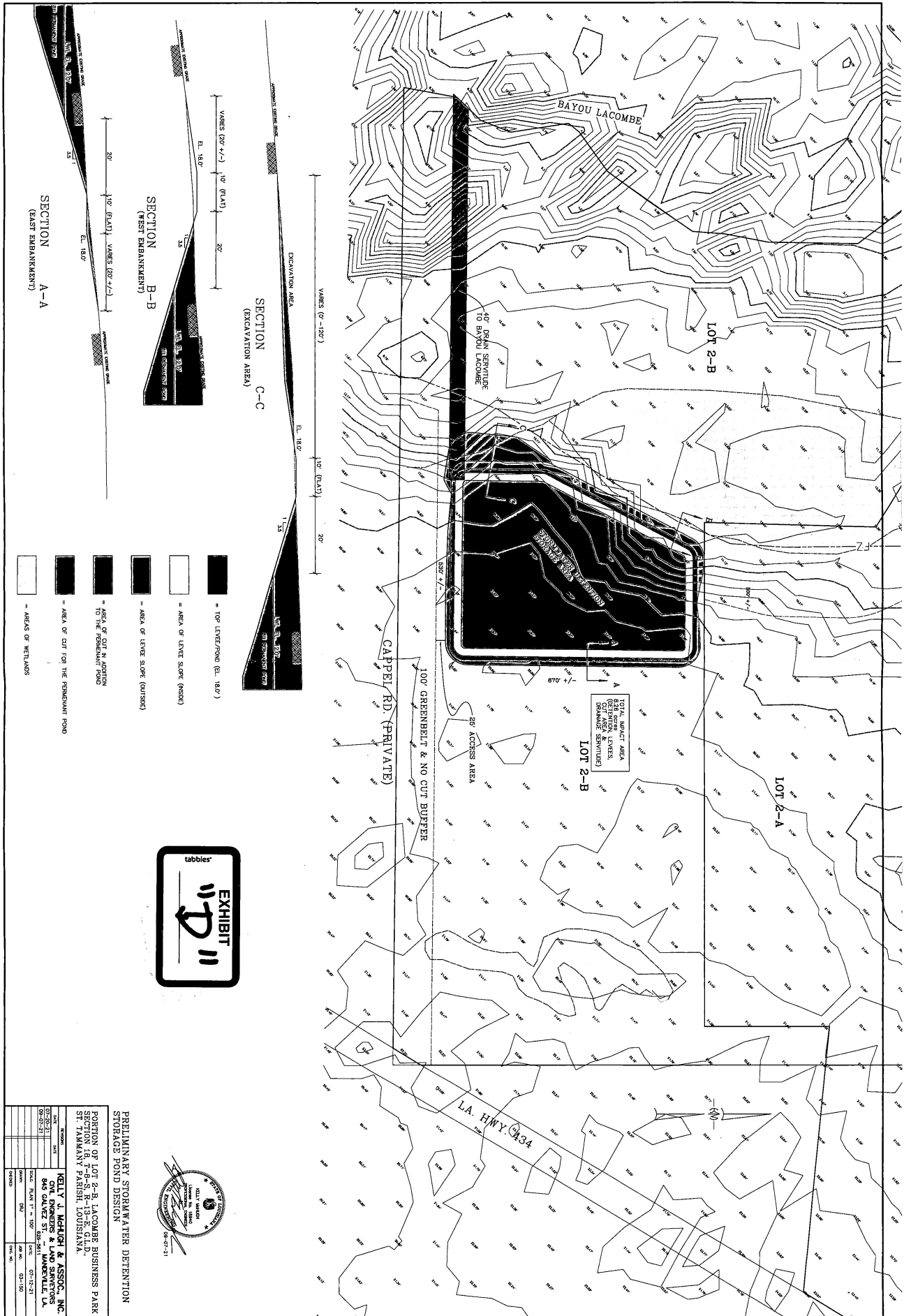
SKETCH OF  
**12.23 ACRES IN SECTION 18,  
 TOWNSHIP-8-SOUTH, RANGE-13-EAST,  
 GREENSBURG LAND DISTRICT,  
 ST. TAMMANY PARISH, LA.**

SCALE: 1" = 300'  
 DRAWN: DRJ  
 REVISED:

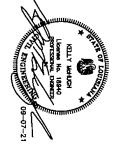
PREPARED FOR:  
**LACOMBE BUSINESS PARK, LLC,  
 & JONES FUSSELL, L.L.P.**

**KELLY J. McHUGH & ASSOC., INC.**  
 CIVIL ENGINEERS & LAND SURVEYORS  
 845 GALVEZ ST., MANDEVILLE, LA. 626-5611

DATE: 09-28-21  
 JOB NO.: 21-107



- = TOP LAYER/POND (EL. 18.0')
- = AREA OF LEVEE SLOPE (INSIDE)
- = AREA OF LEVEE SLOPE (OUTSIDE)
- = 20% OF CUT TO POND
- = 20% OF EXCAVATION POND
- = AREA OF CUT FOR THE PERMANENT POND
- = AREAS OF WETLANDS



**PRELIMINARY STORMWATER DETENTION STORAGE POND DESIGN**

PORTION OF LOT 2-B, LACOMBE BUSINESS PARK SECTION 14, T-8-S, R-13-R, OLD, ST TAMMANY PARISH, LOUISIANA.

NO.	DATE	REVISION
01	07-25-21	ISSUE FOR PERMIT
02	08-11-21	REVISED PER COMMENTS
03	08-11-21	REVISED PER COMMENTS
04	08-11-21	REVISED PER COMMENTS
05	08-11-21	REVISED PER COMMENTS
06	08-11-21	REVISED PER COMMENTS
07	08-11-21	REVISED PER COMMENTS
08	08-11-21	REVISED PER COMMENTS
09	08-11-21	REVISED PER COMMENTS
10	08-11-21	REVISED PER COMMENTS

**KELLY J. KAHLERT & ASSOC., INC.**  
 6415 BROWNSHAW BLVD.  
 845 CALVEZ ST., SUITE 200  
 MONROE, LA 70132