# Exhibit A Bridgeview Park Site Partial Title Abstract



### Bridgeview Park Site Partial Title Abstract



### SOUTHERN ABSTRACTS, INC.

217 HUEY P. LONG AVENUE • GRETNA, LA 70053 PHONE (504) 361-0206 • FAX (504) 361-5714 www.southernabstracts.com

RE:

American Title Attn: Dawn File #20091085 Jefferson Parish

OUR FILE #A5954

TITLE OF PROPERTY:

Union Pacific Railroad Property

Tract 2-1-A

PRESENT OWNER(S):

Abshire Investments, L.L.C.

East Group, L.L.C.

Acquired: December 11, 2008

COB 3240/479

ALIENATION AND/OR ENCUMBRANCES:

See attached search sheet.

REMARKS:

Names were run as shown on search only, no other variations were run.

Page 2

#### Union Pacific Railroad Property Tract 2-1-A

Abshire Investments, L.L.C. East Group, L.L.C.

December 11, 2008 thru August 25, 2009 COB 3240/479

#### **CONVEYANCE**

COB 3249/894-Ordinance of Resubdivision, Ordinance #23556, creating Tracts 2-1-A and 2-1-B, dated 6/24/09, filed 7/13/09, Entry #10929726.

MORTGAGE (This mortgage research was limited to ten (10) years as to judgments and liens with the following exception: judgments in favor of the United States of America which were filed after January 1, 1980 - limited to twenty years. This abstract or certificate is based upon a search of public records through the date noted. The customer should consider the effects of the Governor's Executive Orders as to the rights of third parties to file liens beyond the customary time periods allowed under existing statutes.)

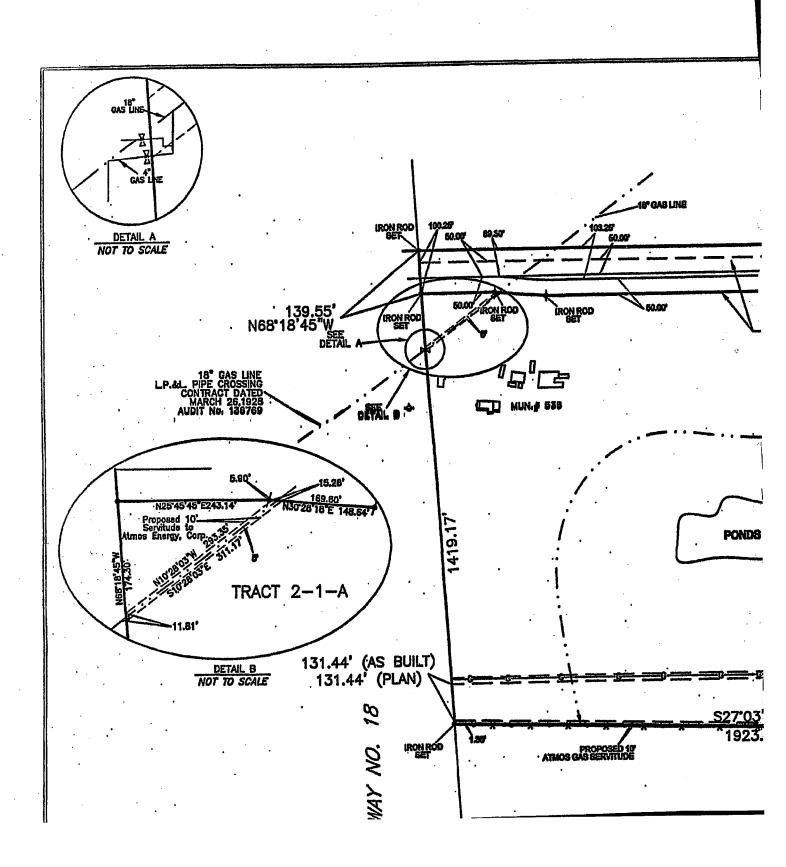
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Of

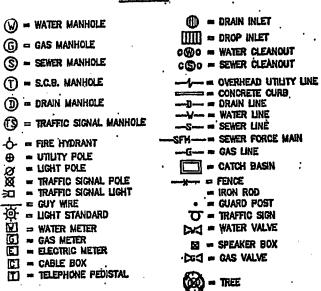
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ONE CERTAIN PORTION OF GROUND SITUATED IN THE STATE OF LOUISIANA, PARISH OF JEFFERSON, SECTION 6 T13S, R23E, BEING A PORTION OF TRACT 2-1-A ALL AS PER PLAT OF RESUBDIVISION BY DADING MARQUES AND ASSOCIATES, INC., DATED 10-14-08 REVISED 12-8-08 AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT 3B1, SECTION 6 & 7.113S, R23E, JEFFERSON PARISH, LOUSIANA, AS PER PLAN BY GERLAD SWASON, DATED OCTOBER 23, 1980, THENCE MEASURE S 01 DEGREES 2525"E A DISTANCE OF 190.95" TO A POINT, THENCE MEASURE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 682.74"A DISTANCE OF 680.66" TO A POINT, THENCE MEASURE S 25 DEGREES 32'30"W A DISTANCE OF 2746.70" TO A POINT, THENCE MEASURE S 30 DEGREES 28'18"W A DISTANCE OF 148.65" TO THE POINT OF BEGINNING, THENCE MEASURE S 10 DEGREES 28'03"E A DISTANCE OF 311.17" TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LA HIGHWAY 18, THENCE MEASURE ALONG SAID HIGHWAY RIGHT OF WAY LINE N 68 DEGREES 18'45"W A DISTANCE OF 11.81" TO A POINT, THENCE MEASURE N 10 DEGREES 28'03"W A DISTANCE OF 293.35", TO A POINT, THENCE N 30 DEGREES 28'18" E A DISTANCE OF 15.26" TO THE POINT OF BEGINNING.

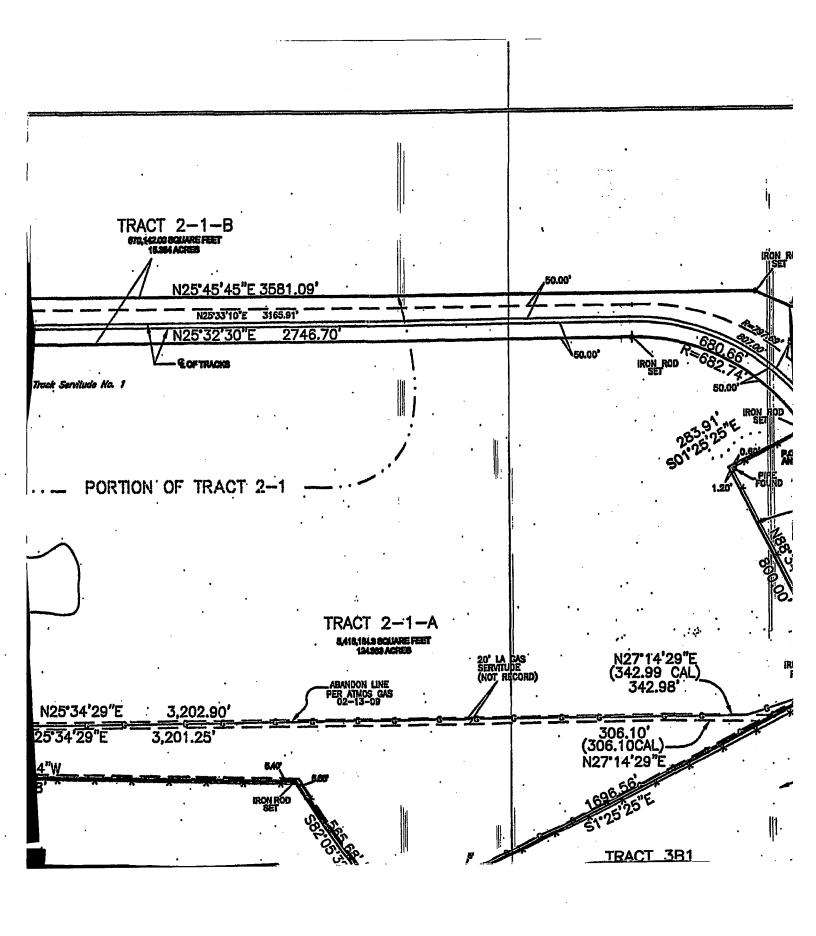
#### **LEGEND**



118.23' ...N84'49'18"W ... LA HIGHWAY NO

N68'18'45"W

SCALE: 1" = 300"



ATMOS GAS SERVITUDE

GAS MARKER

PROPOSED 16'
ATMOS GAS SERVITUDE

IRON ROD
FOUND

S.GO

FOUND

LEGAL DISCRIPTION FOR TRACT 2-1-A

COMMENCING AT THE NORTHWEST CORNER OF THE TRACT 3B1 SECTIONS 6 AND 7 TOWNSHIP 13 SOUTH RANGE 23 EAST, JEFFERSON PARISH, LOUISIANA AS PER PLAN BY GERALD SWANSON DATED OCTOBER 23, 1980 THENCE MEASURE 5 01 DEGREES 25' 25" E A DISTANCE OF 190.95' TO THE POINT OF BEGINNING, THENCE MEASURE SOUTH 01 DEGREES 25' 25" E A DISTANCE OF 800' TO A POINT, THENCE MEASURE S 01 DEGREES 25' 25" E A DISTANCE OF 800' TO A POINT, THENCE MEASURE S 82 DEGREES 05' 32" W A DISTANCE OF 1696.56' TO A POINT, THENCE MEASURE S 27 DEGREES 05' 32" W A DISTANCE OF 565.68 TO A POINT, THENCE MEASURE S 27 DEGREES 03' 14" W A DISTANCE OF 1923.48 TO A POINT ON THE NORTH RIGHT OF WAY LINE OF HIGHWAY 18, THENCE MEASURE N 68 DEGREES 18' 45" W ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 1419.17 TO A POINT, THENCE MEASURE N 25 DEGREES 45' 45" E A DISTANCE OF 243.14' TO A POINT, THENCE MEASURE N 30 DEGREES 28' 8" E A DISTANCE OF 169.80' TO A POINT, THENCE MEASURE N 25 DEGREES 28' 8" E A DISTANCE OF 169.80' TO A POINT, THENCE MEASURE N 25 DEGREES 28' 8" E A DISTANCE OF 2746.70' TO A POINT, THENCE MEASURE N 25 DEGREES 32' 30" E A DISTANCE OF 2746.70' TO A POINT, THENCE MEASURE N 25 DEGREES 32' 30" E A DISTANCE OF 2746.70' TO A POINT, THENCE MEASURE N 25 DEGREES 32' 30" E A DISTANCE OF 2746.70' TO A POINT, THENCE MEASURE N 25 DEGREES 32' 30" E A DISTANCE OF 2746.70' TO A POINT, THENCE MEASURE N 25 DEGREES 32' 30" E A DISTANCE OF 2746.70' TO A POINT, THENCE MEASURE N 25 DEGREES 32' 30" E A DISTANCE OF 2746.70' TO A POINT, THENCE MEASURE N 25 DEGREES 32' 30" E A DISTANCE OF 2746.70' TO A POINT, THENCE MEASURE N 25 DEGREES 32' 30" E A DISTANCE OF 2746.70' TO A POINT, THENCE MEASURE ALONG THE ARC DEGREES 32' 30" E A DISTANCE OF 2746.70' TO A POINT, THENCE MEASURE N 36' TO THE POINT BEGINNING.

LEGAL DISCRIPTION FOR TRACT 2-1-E

COMMENCING AT THE NORTHWEST CORNEROF TRACT 3B1, SECTION 6 & 7, TOWNSHIP 13 SOUTH RANGE 23 EAST, JEFFERSON PARISH LOUISIANA, AS PER PLAN BY GERALD SWANSON DATED OCTOBER 23, 1980, THENCE MEASURE S 01 DEGREES 25' 25" E A DISTANCE OF 190.95' TO THE POINT OF BEGINNING, THENCE MEASURE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 682.74' A DISTANCE OF 680.66 TO A POINT, THENCE S 25 DEGREES 32' 30" W A DISTANCE OF 2746.70' TO A POINT, THENCE MEASURE S 25 DEGREES 28' 18" W A DISTANCE OF 169.80' TO A FOINT, THENCE MEASURE S 25 DEGREES 45' 45" E A DISTANCE OF 243, 14' TO A POINT ON RIGHT OF WAY LINE OF HIGHWAY 18, THENCE MEASURE ALONG SAID RIGHT SIDE OF WAY N 68 DEGREES 18' 45" W A DISTANCE OF 139.55' TO A POINT, THENCE MEASURE N 125 DEGREES 45' 45" E A DISTANCE OF 3581.09' TO A POINT, THENCE MEASURE N 49 DEGREES 34' 44" E A DISTANCE OF 613.48' TO A POINT, THENCE MEASURE S 01 DEGREES 25' 25" E A DISTANCE OF 448.29' TO THE POINT OF BEGINNING.

SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION "A(5)."

AE(5), AE(4), AND X BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NUMBER 22051C, WITH A DATE OF IDENTIFICATION BEING 3-01-1984, FOR COMMUNITY PANEL NUMBER 0040E, IN ORIEANS PARISH, STATE OF LOUISIANA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PREMISES CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PREMISES IS LOCATED. (BASE FLOOD ELEVATION = 1150 NAVD OR 21.93 CAIRO DATUM)

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PARCEL KM1 N.A.P.

> NOTE: G LINE OF PER ATM CO. DATI FENCE L BE DEDI

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SUBJECT MISSOURI LOUISIAN APRILL 10

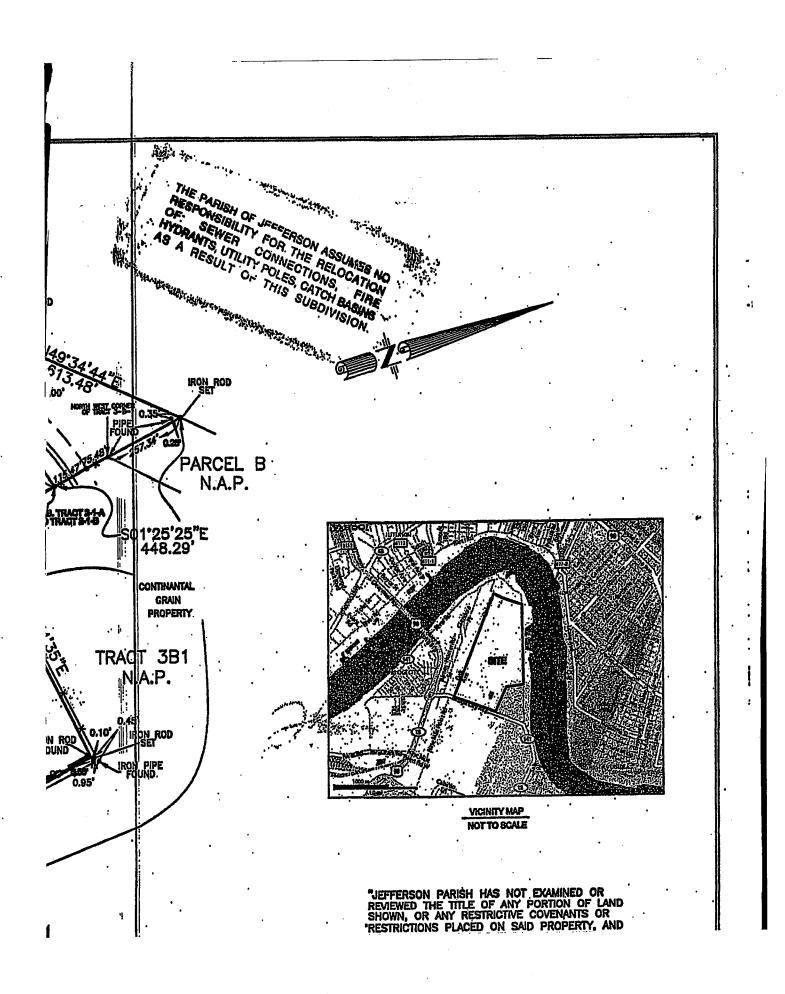
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MATTER DOES NOT (1) IMPLY THAT THE APPLICANT'S TITLE OR OWNERSHIP IS VALID (2) THAT THERE ARE OR ARE NOT ANY RESTRICTIVE COVENANTS OR OTHER RESTRICTIONS ON SAID PROPERTY, OR (3) THAT ANY RESTRICTIVE COVENANTS OR RESTRICTIONS THAT MAY BE ON SAID PROPERTY ARE ENFORCEABLE OR ARE NOT ENFORCEABLE." PRELIMINARY PLAT/ FINAL PLAT
CERTIFICATE OF PLANNING DEPARTMENT REVIEW SUMMARY NO. 22756 DOCKET NO. WS-5/-09-PF HAS BEEN REVIEWED BY THE PLANNING DEPARTMENT. LOCATION ALONG EAST PROPERTY PLANNING DIRECTOR TRACT 2-1-A OS PLAN FOR CONTINENTAL GRAIN ED 10-03-86 MEASURED OFF INE. ALL PROPOSED SERVITUDES TO CATED ON FUTURE DATE. CERTIFICATE OF COUNCIL APPROVAL ORDINANCE NO. 23556 HAS BEEN APPROVED B THE JEFFERSON PARISH COUNCIL ON COLNC DATE TO PIPE LINE LICENSE BETWEEN PACIFIC RAILROAD COMPANY AND GAS SERVICE COMPANY DATED **REVISED 02-25-09** 1986. TO 18" PIPE LINE CROSSING T BETWEEN MORGAN'S LOUISIANA S RAILROAD AND STEAMSHIP CO. SIANA POWER AND LIGHT COMPANY RCH 26, 1928 AUDIT NO. 136769. REFERENCE MAP - PLAT BY C. RANDALL DIXON DATED AUG. 1, 1997 AND ALL REFERENCE MAPS THEREON. BEARING BASE 1) STATION MAP WESTWEGO, LA., THE MISSON PACIFIC RAILYARD CO. & THE TEXAS & PACIFIC RAILYARD CO. STA. 45981 TO STA. 4908124, DATED JULY 7, 1898. DADING, MARQUES & ISION OF A FORTION OF TRACT 2-1
) TRACTS 2-1-A AND 2-1-B ASSOCIATES, INC. OF LOUISIAN ) TRACTS 2-1-A AND 2-1-B N PACIFIC RAILROAD PROPERTY SECTION 6 T13SR23E FFERSON PARISH, LOUISIANA AT THIS SURVEY AND PLAT WAS PREPARED THOSE UNDER MY DIRECT SUPERVISION. Joseph M. Marques License No. 4457 REQUEST OF: PROFESSIONAL P.O. BOX 790 JACK STUMPF METAIRIE, LA. 70004 (504) 834-0200 SURVEYOR IES AND RESTRICTIONS SHOWN ON THIS SURVEY ARE IOSE SET FORTH IN THE DESCRIPTION FURNISHED US AND REPRESENTATION THAT ALL APPLICABLE SERVITUDES TONS ARE SHOWN HEREON THE SURVEYOR HAS MADE RCH OR PUBLIC RECORD SEARCH IN COMPILING THE IS SURVEY. THIS SURVEY MEETS THE MINIMUM REQUIREMENTS FOR A CLASS "C" SURVEY ACCORDING TO THE "LOUISIANA MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS." SCAILE:

DRAWN BY:

B.L.D.

00'

CHECKED BY:

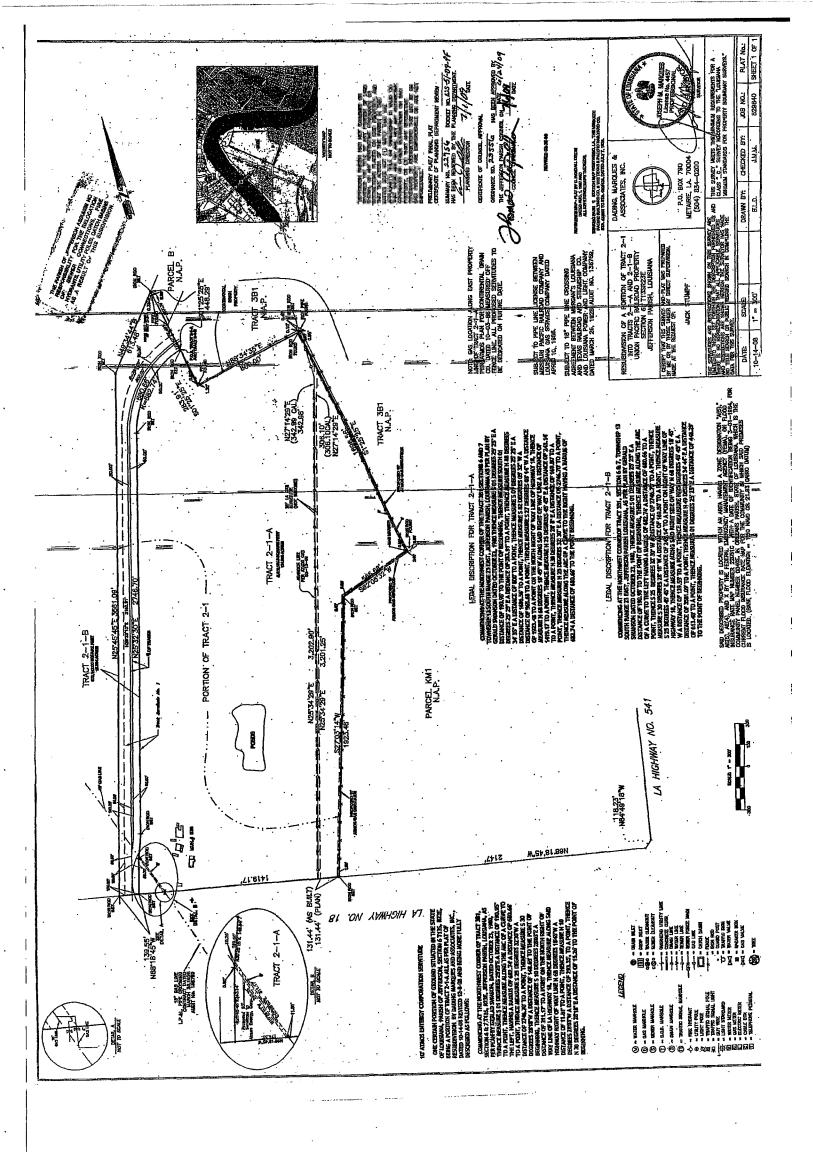
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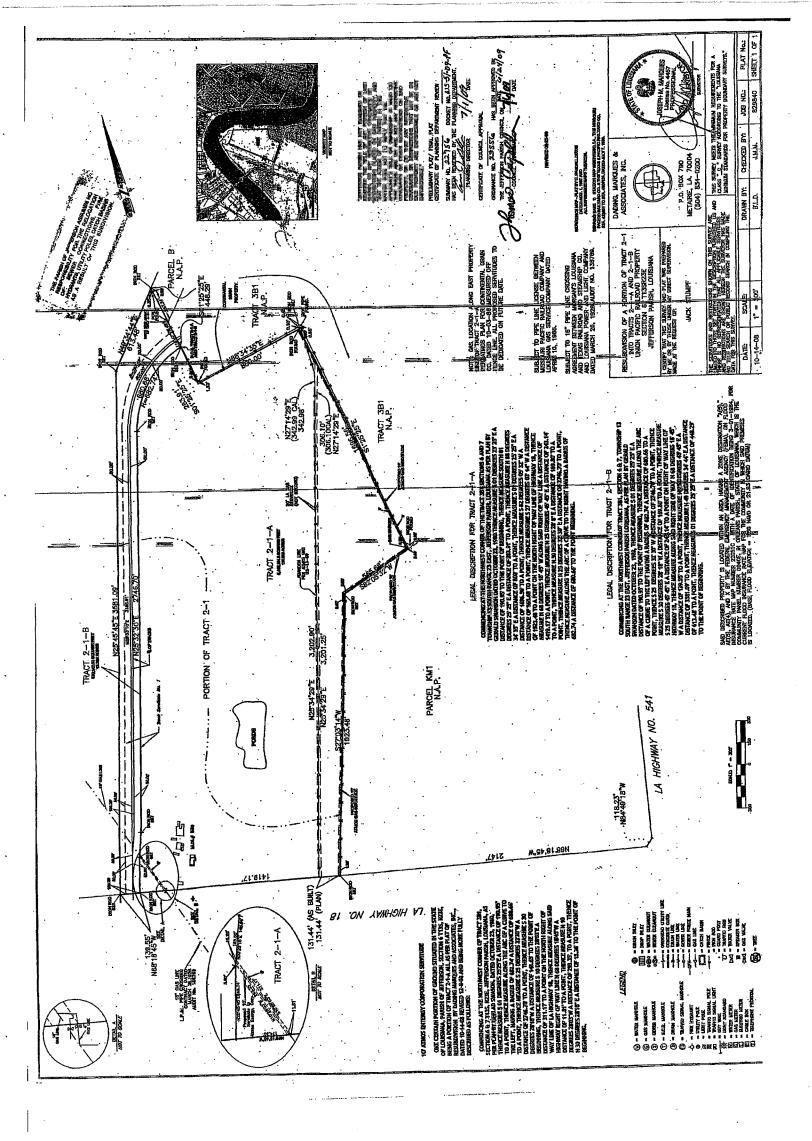
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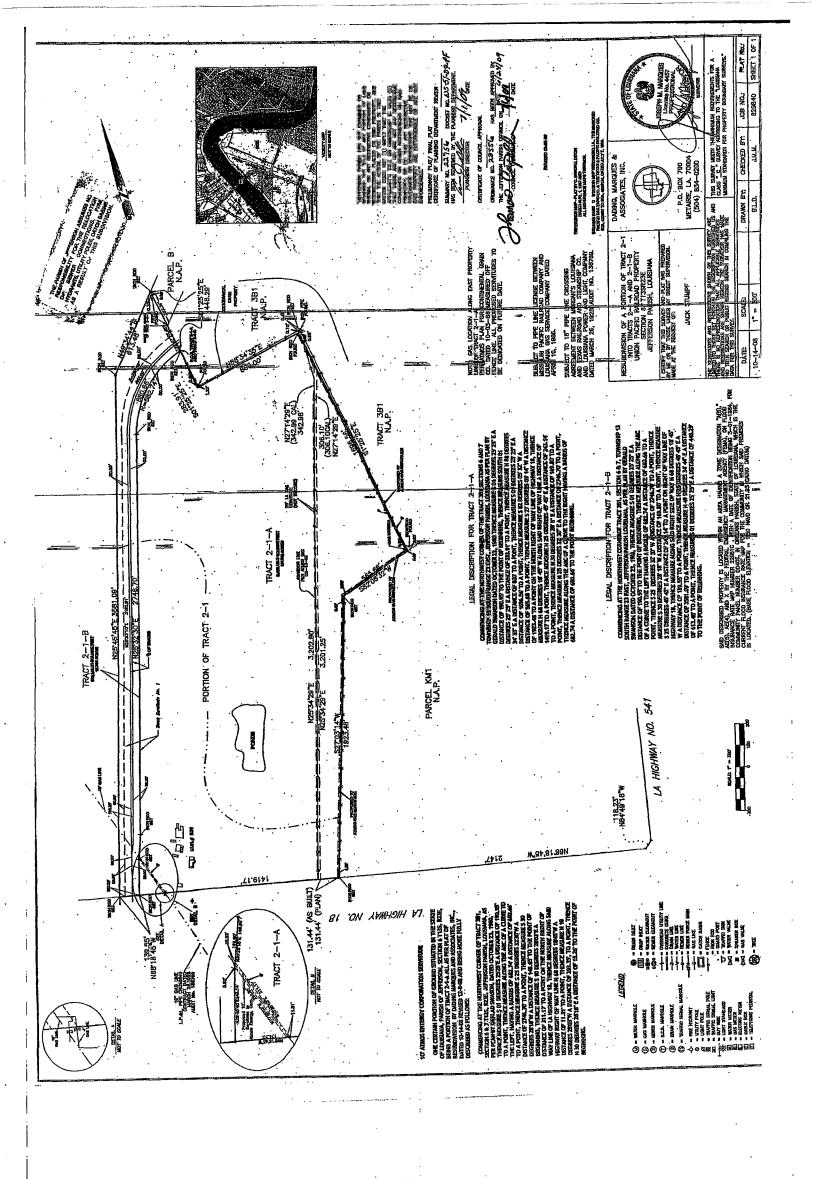
829840

PLAT No .:

SHEET 1









217 HUEY P. LONG AVENUE • GRETNA, LA 70053 PHONE (504) 361-0206 • FAX (504) 361-5714 www.southernabstracts.com

OUR FILE #A5954

RE: American Title

Attn: Dawn File #20091085 Jefferson Parish

TITLE OF PROPERTY:

Union Pacific Railroad Property

Tract 2-1-A

PRESENT OWNER(S):

Abshire Investments, L.L.C.

East Group, L.L.C.

Acquired: December 11, 2008

COB 3240/479

ALIENATION AND/OR

**ENCUMBRANCES:** 

See attached search sheet.

**REMARKS:** 

Names were run as shown on search only, no other

variations were run.

Page 2

### Union Pacific Railroad Property Tract 2-1-A

Abshire Investments, L.L.C. East Group, L.L.C.

December 11, 2008 thru July 27, 2009 COB 3240/479

#### **CONVEYANCE**

COB 3249/894

Ordinance of Resubdivision, Ordinance #23556, creating Tracts 2-1-A and 2-1-B, dated 6/24/09, filed 7/13/09, Entry #10929726.

MORTGAGE (This mortgage research was limited to ten (10) years as to judgments and liens with the following exception: judgments in favor of the United States of America which were filed after January 1, 1980 - limited to twenty years. This abstract or certificate is based upon a search of public records through the date noted. The customer should consider the effects of the Governor's Executive Orders as to the rights of third parties to file liens beyond the customary time periods allowed under existing statutes.)

NONE

U:/Shennon/Abstracts/Abs2009/July/A5954

217 HUEY P. LONG AVENUE · GRETNA, LOUISIANA · 70053 (504) 361-0206

American/20091085	70205
File Number	Certificate Number

#### PROPERTY TAX RESEARCH STATE OF LOUISIANA, PARISH OF JEFFERSON July 30, 2009

BY RESEARCH MADE THIS DAY ON REAL ESTATE SITUATED IN THE PARISH AND DESIGNATED AS:

67.44 ACRES IN SEC 6 T13S R23E

2008 Assessed Value \$27,830

#### PARISH TAXES APPEAR AS FOLLOWS, VIZ:

**CURRENT TAX STATUS \*** 

AMOUNT:	EXEMPT \$0.00	PAID \$ 3,005.40	DUE \$ 0.00
		•	

Year	Bill Number	Ward/ Section	Name		STATUS	•
2008	58147	45	MISSOURI PACIFIC RAILROAD	See	Above Tax	Status
2007	57113	45	MISSOURI PACIFIC RAILROAD	Ex:	Due:	Paid: 🗹
2006	56868	45	MISSOURI PACIFIC RAILROAD	Ex:	Due: □	Paid: ☑
2005	56718	45	MISSOURI PACIFIC RAILROAD	Ex:	Due:	Paid: 🗹

This property tax research is limited as to the above described property and as to the years and parties listed above and no further.

I hereby certify the above forgoing to be a true and correct statement of the tax rolls and files of the Office of the Tax Collector of the Parish of Jefferson.

James B. Barkate, President
Southern Abstracts, Inc.

This tax research reflects the base amount only for the current year. If this tax research is dated after December 31st of the current year or if previous tax years are shown due, you will need to contact the Jefferson Parish Sheriff's Office at (504) 363-5715 for the total amount of taxes due plus interest, penalties, and any other applicable charges. This tax research is not intended to report any tax sales which may have occurred as a result of non-payment of taxes by the assessed name.

217 HUEY P. LONG AVENUE · GRETNA, LOUISIANA · 70053 (504) 361-0206

American/20091085	70207
File Number	Certificate Number

#### PROPERTY TAX RESEARCH STATE OF LOUISIANA, PARISH OF JEFFERSON July 30, 2009

BY RESEARCH MADE THIS DAY ON REAL ESTATE SITUATED IN THE PARISH AND DESIGNATED AS:

259.0 Ac in Sects 6, 7 & 29 T13S LESS PT SOLD LESS 70.29 AC

2008 Assessed Value \$38,800

#### PARISH TAXES APPEAR AS FOLLOWS, VIZ:

#### **CURRENT TAX STATUS \***

AMOUNT:	EXEMPT \$0.00	PAID \$ 4,190.00	DUE \$ 0.00
· · · · · · · · · · · · · · · · · · ·			

Year	Bill Number	Ward/ Section	Name		STATUS	
2008	58149	45	MISSOURI PACIFIC RAILROAD	See	Above Tax	Status
2007	57115	45	MISSOURI PACIFIC RAILROAD	Ex:	Due:	Paid: 🗹
2006	56870	45	MISSOURI PACIFIC RAILROAD	Ex:	Due: 🗆	Paid: 🗹
2005	56720	45	MISSOURI PACIFIC RAILROAD	Ex:	Due:	Paid: 🗹

This property tax research is limited as to the above described property and as to the years and parties listed above and no further.

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BY 1930X Mac

James B. Barkate, President Southern Abstracts, Inc.

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217 HUEY P. LONG AVENUE · GRETNA, LOUISIANA · 70053 (504) 361-0206

American/20091085	•	70208
Fîle Number		Certificate Number

# PROPERTY TAX RESEARCH STATE OF LOUISIANA, PARISH OF JEFFERSON July 30, 2009

BY RESEARCH MADE THIS DAY ON REAL ESTATE SITUATED IN THE PARISH AND DESIGNATED AS:

59.0 ACKES IN SEC 6, 1735, R23E	ES IN SEC 6,T13S,R23E
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2008 Assessed	Value	\$36,940
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### PARISH TAXES APPEAR AS FOLLOWS, VIZ:

#### **CURRENT TAX STATUS \***

AMOUNT:	EXEMPT \$0.00	PAID \$ 3,989.17	DUE \$ 0.00	

Year	Bill Number	Ward/ Section	Name		STATUS	
2008	58150	45	MISSOURI PACIFIC RAILROAD	See	Above Tax	Status
2007	57116	45	MISSOURI PACIFIC RAILROAD	Ex:	Due:	Paid: 🗹
2006	56871	45	MISSOURI PACIFIC RAILROAD	Ex:	Due:	Paid: 🗹
2005	56721	45	MISSOURI PACIFIC RAILROAD	Ex:	Due:	Paid: ☑

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I hereby certify the above forgoing to be a true and correct statement of the tax rolls and files of the Office of the Tax Collector of the Parish of Jefferson.

James B. Barkate, President
Southern Abstracts, Inc.

\* This tax research reflects the base amount only for the current year. If this tax research is dated after December 31st of the current year or if previous tax years are shown due, you will need to contact the Jefferson Parish Sheriff's Office at (504) 363-5715 for the total amount of taxes due plus interest, penalties, and any other applicable charges. This tax research is not intended to report any tax sales which may have occurred as a result of non-payment of taxes by the assessed name.

07/13/2009 11:43:31 AM JEFF PAR 2364354 mwh \$71.01 10929726 CONVEYANCE BOOK 3249 PAGE 894

On motion of Mr. Roberts, seconded by Mr. Capella, the following ordinance was offered:

#### SUMMARY NO. 22756 ORDINANCE NO. 23556

An ordinance approving the Preliminary and Final Plat of resubdivision of a portion of Tract 2-1, Union Pacific Railroad Property, Jefferson Parish, Louisiana, into Tracts 2-1-A & 2-1-B, Union Pacific Railroad Property, in accordance with plan by Dading, Marques & Associates, Inc., dated October 14, 2008, which lots are owned by Union Pacific Railroad, Abshire Investments L.L.C., and East Group, L.L.C. and approving and accepting the Final Plat of said subdivision. (Council District 2)

WHEREAS, Union Pacific Railroad, is the owner of a portion of Tract 2-1, Union Pacific Railroad Property, Jefferson Parish, Louisiana, which they acquired by Act dated

May 12, 1917 registered in COB 41, Folio 077, Parish of Jefferson; and

WHEREAS, Abshire Investments, LLC and East Group, LLC are the owners of a portion of Tract 2-1, Union Pacific Railroad Property, Jefferson Parish, Louisiana, which they acquired by Act before Harry C. Stumpf, Notary Public, dated December 11, 2008 registered in COB 3240, Follo 479, Parish of Jefferson; and

WHEREAS, said owners desire to resubdivide said portion of Tract into Tracts to

be designated as Tracts 2-1-A & 2-1-B, Union Pacific Railroad Property; and

WHEREAS, said subdivision shall contain no public improvements, therefore the Preliminary Plat and Final Plat may be approved and accepted in combination in accordance with Section 33-2.26(d); and

WHEREAS, the Planning Director of this Parish has caused to be duly advertised as prescribed by law, a public hearing in connection with the resubdivision of

said lots; and

WHEREAS, a public hearing was held by the Planning Advisory Board, in accordance with the law: NOW THEREFORE,

THE JEFFERSON PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Preliminary Plat of Dading, Marques & Associates, Inc. dated October 14, 2008 showing the resubdivision of a portion of Tract 2-1, Union Pacific Railroad Property, Jefferson Parish, Louisiana into Tracts 2-1-A & 2-1-B in accordance with said plan, is hereby approved.

SECTION II. That the Final Plat of Dading, Marques & Associates, Inc., dated October 14, 2008 showing the resubdivision of a portion of Tract 2-1, Union Pacific Railroad Property, Jefferson Parish, Louisiana into Tracts 2-1-A & 2-1-B in accordance

with said plan, is hereby approved and accepted.

SECTION III. That the Parish of Jefferson has not examined or reviewed the title of any portion of land shown, or any restrictive covenants or restrictions placed on said property, and that the action of the Parish in this matter does not imply (1) that the applicant's or owner's title or ownership is valid, (2) that there are or are not any restrictive covenants or other restrictions on said property, or (3) that any restrictive covenants or restrictions that may be on said property are enforceable or are not enforceable.

SECTION IV. That the Chairman of the Parish Council of Jefferson Parish, or in his absence the Vice Chairman, is hereby authorized, empowered, and directed to sign all documents and acts necessary and proper in the premises to give full force and effect to this ordinance.

This ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: 5 NAYS: None ABSENT: (2) Lagasse, Lee
This ordinance was declared to be adopted on the 24th day of June, 2009, and shall
become effective as follows, if signed forthwith by the Parish President, ten (10) days
after adoption; thereafter, upon the signature by the Parish President, or, if not signed
by the Parish President, upon expiration of the time for ordinances to be considered
by the Parish President, upon expiration of the time for ordinances to be considered.

finally adopted without the signature of the Parish President, as provided in Section 2.07 of the Charter. If vetoed by the Parish President and subsequently approved by the

Council, this ordinance shall become effective on the day of such approval.

Effective Date - July 4, 2009

EULA A. LOPEZ ELERKO JEFFERSON PARISH COUNCIL AAAON BROUSSAAD Parish President

2

# ACT # 1097 9726

- [] SEE ORIGINAL FOR MAP
- [] SEE ORIGINAL FOR ATTACHMENT
- [] SEE SPEC INDEX FOR CABINET AND DRAWER NUMBER
- [] OTHER See Map

  on File in

  office

### CASH SALE BY UNION PACIFIC RAILROAD COMPANY

ABSHIRE INVESTMENTS, L.L.C. AND EAST GROUP, L.L.C.

UNITED STATES OF AMERICA

UNITED STATES OF AMERICA

STATE OF NEBRASKA

STATE OF LOUISIANA

COUNTY OF DOUGLAS

PARISH OF JEFFERSON

BE IT KNOWN, that on the date(s) hereinafter set forth, before us, the undersigned Notaries Public duly commissioned, sworn and qualified in and for the jurisdictions hereinafter set forth, and in the presence of the witnesses hereinafter named and undersigned:

### PERSONALLY CAME AND APPEARED:

UNION PACIFIC RAILROAD COMPANY (TIN XX-XXX1323), a Delaware corporation, (hereinaster sometimes called "Vendor") herein represented by Tony K. Love, duly authorized as evidenced by Certificate of Assistant Secretary, attached hereto, and personally known to me to be Assistant Vice President-Real Estate of Union Pacific Railroad Company, who declared that he appears and acts herein for and in behalf and in the name of Union Pacific Railroad Company, whose mailing address is 1400 Douglas Street, MS 1690, Omaha, Nebraska 68179.

And who further declared that Union Pacific Railroad Company is well seized of and does by these presents grant, bargain, sell, convey, assign, transfer, set-over, abandon and and does by these presents grant, bargain, sell, convey, assign, transfer, set-over, abandon and the sell its rights. deliver, under all lawful warranties and with substitution and subrogation in and to all its rights and actions of warranty against the claims of persons lawfully claiming by, through or under a Vendor, and no further, but with any and all such warranties being limited to the return of the purchase price, unto

ABSHIRE INVESTMENTS, L.L.C. (TIN XX-XXX5465), a Louisiana limited liability in ABSHIRE INVESTMENTS, L.L.C. (TIN XX-XXX5465), a Louisiana limited liability in ABSHIRE INVESTMENTS, L.L.C. (TIN XX-XXX5465), a Louisiana limited liability in ABSHIRE INVESTMENTS, L.L.C. (TIN XX-XXX5465), a Louisiana limited liability in ABSHIRE INVESTMENTS, L.L.C. (TIN XX-XXX5465), a Louisiana limited liability in ABSHIRE INVESTMENTS, L.L.C. (TIN XX-XXX5465), a Louisiana limited liability in ABSHIRE INVESTMENTS, L.L.C. (TIN XX-XXX5465), a Louisiana limited liability in ABSHIRE INVESTMENTS, L.L.C. (TIN XX-XXX5465), a Louisiana limited liability in ABSHIRE INVESTMENTS, L.L.C. (TIN XX-XXX5465), a Louisiana limited liability in ABSHIRE INVESTMENTS, L.L.C. (TIN XX-XXX5465), a Louisiana limited liability in ABSHIRE INVESTMENTS, L.L.C. (TIN XX-XXX5465), a Louisiana limited liability in ABSHIRE INVESTMENTS, L.L.C. (TIN XX-XXX5465), a Louisiana limited liability in ABSHIRE INVESTMENTS, L.L.C. (TIN XX-XXX5465), a Louisiana limited liability in ABSHIRE INVESTMENTS, L.L.C. (TIN XX-XXX5465), a Louisiana limited liability in ABSHIRE INVESTMENTS, L.L.C. (TIN XX-XXX5465), a Louisiana limited liability in ABSHIRE INVESTMENTS, L.L.C. (TIN XX-XXX5465), a Louisiana limited liability in ABSHIRE INVESTMENTS, L.L.C. (TIN XX-XXXX5465), a Louisiana limited liability in ABSHIRE INVESTMENTS, L.L.C. (TIN XX-XXXX5465), a Louisiana limited liability in ABSHIRE INVESTMENTS, L.L.C. (TIN XX-XXXX5465), a Louisiana limited liability in ABSHIRE INVESTMENTS, L.L.C. (TIN XX-XXXX5465), a Louisiana limited liability in ABSHIRE INVESTMENTS, L.L.C. (TIN XX-XXXX5465), a Louisiana limited liability in ABSHIRE INVESTMENTS, L.L.C. (TIN XX-XXXX5465), a Louisiana limited liability in ABSHIRE INVESTMENTS, L.L.C. (TIN XX-XXXX5465), a Louisiana limited liability in ABSHIRE INVESTMENTS, L.L.C. (TIN XX-XXXX5465), a Louisiana limited liability in ABSHIRE INVESTMENTS, L.L.C. (TIN XX-XXXX5465), a Louisiana limited liability in ABSHIRE INVESTMENTS, L.L.C. (TIN XX-XXXX5465), a Louisiana lim company, herein represented by John F. Stumpf, its Manager, duly authorized as evidenced by Certificate of Certifying Official attached hereto, whose mailing address is 1700 Central Blvd. NCE BOOK Harvey, LA 70058 (herein purchasing a fifty-percent (50%) interest),

EAST GROUP, L.L.C. (TIN XX-XXX0423), a Louisiana limited liability company, herein prepresented by James L. Butler, its Manager, duly authorized as evidenced by Certificate of Certifying Official attached hereto, whose mailing address is 2067 Paxton Street, Harvey, LAP 70058 (herein purchasing a fifty percent (50%) interest),

#### UNION PACIFIC RAILROAD COMPANY JEFFERSON PARISH, LOUISIANA

EXHIBIT "A"

A PARCEL OF LAND SITUATE IN SECTION 6, TOWNSHIP 13 SOUTH, RANGE 23 EAST IN JEFFERSON PARISH, LOUISIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE TRACT 3B1 SECTIONS 6 AND 7 TOWNSHIP 13 SOUTH RANGE 23 EAST, JEFFERSON PARISH, LOUISIANA AS PER PLAN BY GERALD 8WANSON DATED OCTOBER 23, 1980; THENCE MEASURE S 01 DEGREES 25' 25" E A DISTANCE OF 190.95' TO THE POINT OF BEGINNING; THENCE MEASURE SOUTH 01 DEGREES 25' 25" E A DISTANCE OF 283.91' TO A POINT; THENCE MEASURE S 01 DEGREES 25' 25" B A DISTANCE OF 1696.56' TO A POINT; THENCE MEASURE S \$2 DEGREES 05' 32" W A DISTANCE OF 565.68 TO A POINT, THENCE MEASURE S 27 DEGREES 03'14" W A DISTANCE OF 1923.48' TO A POINT ON THE NORTH RIGHT OF WAY LINE OF HIGHWAY 18; THENCE MEASURE N 68 DEGREES 18' 45" W ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 1419.17' TO A POINT; THENCE MEASURE N 25 DEGREES 45' 45" E A DISTANCE OF 243.14' TO A POINT; THENCE MEASURE N 30 DEGREES 28' 8" B A DISTANCE OF 169.80' TO A POINT; THENCE MEASURE N 25 DEGREES 32' 30' E A DISTANCE OF 2746.70' DISTANCE OF 169.80' TO A POINT; THENCE MEASURE N 25 DEGREES 32' 30' E A DISTANCE OF 2746.70' TO A POINT; THENCE MEASURE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 682.74' A DISTANCE OF 680.66' TO THE POINT BEGINNING.

CONTAINING AN AREA OF 124.383 ACRES, MORE OR LESS.

OFFICE OF REAL ESTATE OMAHA, NEBRASKA NOVEMBER 07, 2008 FJF 0235313.DOC

### EXHIBIT B



### Dading, Marques & Associates, Inc.

P.O. BOX 790 METAIRIE, LA 70004 (504) 834-0200 FAX (504) 884-0287

10861048

10' ATMOS ENTERGY CORPORATION SERVITUDE

ONE CERTAIN PORTION OF GROUND SITUATED IN THE STATE OF LOUISIANA, PARISH OF JEFFERSON, SECTION 6 T13S, R23E, BEING A PORTION OF TRACT 2-1-A ALL AS PER PLAT OF RESUBDIVISION BY DADRING MARQUES AND ASSOCIATES, INC., DATED 10-14-08 REVISED 12-8-08 AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT 3B1, SECTION 6 & 7 T135, R23E, JEFFERSON PARISH, LOUSIANA, A5 PER PLAN BY GERLAD SWASON, DATED OCTOBER 23, 1980, THENCE MEASURE 5 O1 DEGREES 25'25"E A DISTANCE OF 190.95" TO A POINT, THENCE MEASURE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 682.74' A DISTANCE OF 680.66' TO A POINT, THENCE MEASURE S 25 DEGREES 32'30"W A DISTANCE OF 2746.70' TO A POINT, THENCE MEASURE S 30 DEGREES 28'18"W A DISTANCE OF 148.65' TO THE POINT OF BEGINNING, THENCE MEASURE S 10 DEGREES 28'03"E A DISTANCE OF 311.17' TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LA HIGHWAY 18, THENCE MEASURE ALONG SAID HIGHWAY RIGHT OF WAY LINE N 68 DEGREES 18'45"W A DISTANCE OF 11.81' TO A POINT, THENCE MEASURE N 10 DEGREES 28'03"W A DISTANCE OF 293.35', TO A POINT, THENCE N 30 DEGREES 28'18" E A DISTANCE OF 15.26' TO THE POINT OF BEGINNING.

829840LEGALKM12-8-08

(hereinaster sometimes collectively called "Purchasers"), to be addressed at 1700 Central Avenue, Harvey, Louisiana 70058, purchasing for themselves, their successors and assigns, and acknowledging due delivery and possession thereof, all and singular, the real property described in Exhibit A attached hereto and hereby made a part hereof (the "Property").

EXCEPTING from this sale and conveyance and RESERVING unto Vendor, its successors and assigns, forever, the following:

- (a) all oil, gas, sulfur and other minerals and all mineral and royalty rights whatsoever in, on and under the Property, as well as the right to grant any and all oil, gas and mineral leases. Vendor shall receive all bonuses, rentals, royalties and other amounts payable under any such lease or leases. In the exercise of the rights so reserved, Vendor shall not have the right to lease, convey or otherwise affect the surface of the Property, but to the contrary shall provide therein that any assignee, purchaser or lessee shall not have the right to develop the said land by use of the surface thereof, but shall be limited to development by means of surface operations off the Property, including pooling or directional development; it being agreed that exploration, drilling, mining or production from any adjacent lands of Vendor, or inclusion of the Property, or any part thereof, in a unit on which such operations are conducted, shall be deemed exploration, drilling, mining or production from the entirety of the Property; and
- An existing eighteen inch (18") gas pipeline and appurtenant facilities, whether owned by Vendor or any third party, and a PERMANENT SERVITUDE upon, over, along, under and across the portion of the Property that lies five feet (5') on each side of the centerline of such existing gas pipeline and appurtenant facilities and described in Exhibit B, hereto attached and hereby made a part hereof (the "Pipeline Servitude Area"), for the purposes of constructing, maintaining, repairing, operating, renewing, replacing, using and/or removing gas pipelines and appurtenant facilities (whether now or hereafter installed, and including facilities which are the technological successor to any existing or hereafter installed facilities); together with (a) the right of ingress and egress to and from the Pipeline Servitude Area, and (b) the right to grant, at Vendor's sole discretion, sub-easements, licenses and any other interests in the Pipeline Servitude Area with respect to the servitude rights herein reserved, and to collect the rents, issues and profits therefrom, and from any existing contracts. In addition to and not in limitation of Vendor's rights under the foregoing reservation of servitude, Purchasers, for themselves, their successors and assigns, hereby covenant and agree that Purchasers shall not interfere in any manner with the rights of Vendor's Licensee under that certain Pipe Crossing Contract between Morgan's Louisiana and Texas Railroad and Steamship Co., as operated by Texas and New Orleans Railroad Company (predecessor in interest to Vendor) and Louisiana Power and Light Company dated March 26, 1928, as assigned by Louisiana Power and Light Company to Louisiana Gas Service Company on September 30, 1958, identified in the records of Vendor as Audit Number

S136769, and granting certain rights to said Licensee to use the Property for natural gas pipeline purposes.

### THIS SALE IS MADE AND ACCEPTED SUBJECT TO:

- (i) rights of others in possession,
- (ii) building lines, restrictions, conditions and easements of record,
- (iii) zoning laws or ordinances affecting the Property, if any,
- (iv) rights of others in connection with underground pipes, wires or conduits,
- rights of others in and to all utility lines and appurtenances located on or over the Property, and
- (vi) any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under the Property.

### Covenants

The Property is conveyed by Vendor subject to the following covenants, conditions and restrictions, which Purchasers by the acceptance of this Cash Sale covenant for themselves, their successors and assigns, faithfully to keep, observe and perform:

(a) Fence Covenant. Purchasers, at their sole cost and expense, shall install, within ninety (90) days after the date of delivery of this Deed, and thereafter maintain until development of the Property a four-strand barbwire fence to prevent access to or encroachment on the railroad right-of-way of Vendor adjacent to the westerly boundary of the Property. Within ninety (90) days after commencement of development of the Property, but in no event later than five (5) years after the date of delivery of this Deed, Purchasers, at their sole cost and expense, shall install and thereafter maintain chain link fencing to replace the barbwire fencing. The chain link fencing must be of a design and type satisfactory to Vendor, and in compliance with applicable building codes. Purchasers shall submit the plans for the chain link fencing construction to:

Vice President-Engineering Management Union Pacific Railroad Company 1400 Douglas Street, Mail Stop 0910 Omaha, Nebraska 68179

#### with copy of transmittal to:

Assistant Vice President-Real Estate Union Pacific Railroad Company 1400 Douglas Street, Mail Stop 1690 Omaha, Nebraska 68179

for review and approval. Vendor shall complete such review and make appropriate response to Purchasers within twenty (20) days after receipt of such plans by Vendor. Vendor shall not unreasonably withhold its approval of such plans. Such approval does not constitute a guarantee or warranty that such plans comply with applicable governmental laws, rules, regulations or ordinances, or that the fence as constructed will be structurally sound.

### (b) Railroad Proximity Covenant.

- (i) Purchasers acknowledge that the property abutting the westerly boundary line of the Property is dedicated and used for railroad purposes, that railroad operations may create noise, vibrations, emissions, fumes and odors twenty-four (24) hours a day, and that the amount, nature and intensity of railroad operations may increase or change (collectively, the "Permitted Effects"). Purchasers accept the Property subject to the existence of the Permitted Effects. By acceptance of the Property, Purchasers agree that, at Purchasers' sole cost and expense, as part of the development of the Property, Purchasers shall design and install and/or construct and thereafter maintain improvements to reduce or limit the Permitted Effects and to comply with all governmental requirements, if any, which may be imposed as a condition to the development and use of the Property because of the Permitted Effects.
- (ii) Purchasers shall not, and hereby waive all rights to, (A) institute legal proceedings against Vendor to reduce or lessen the Permitted Effects, and (B) directly or indirectly participate in petition drives, lobbying efforts or other activities seeking the enactment of federal, state or local laws or ordinances to reduce or lessen the Permitted Effects. Any party breaching such covenant shall reimburse Vendor for all costs incurred by Vendor to comply with any such orders, laws or ordinances, including, without limitation, attorney fees and court costs.
- (iii) If Purchasers sell or lease all or any portion of the Property, Purchasers shall require all purchasers and tenants to acknowledge the location of the railroad operations abutting the Property and the existence of the Permitted Effects, and to agree in writing, for the benefit of Vendor, to comply with the above covenants.
- (e) Restriction on Use. The Property must not be used for (i) residential, (ii) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers), (iii) educational or child-care facilities (including, without limitation, schools, kindergartens or day-care centers), or (iv) dirt borrow pit purposes.
- (d) <u>Covenants To Run With Land</u>. The foregoing covenants, conditions and restrictions shall run with the Property, the burdens of which will be binding on the successors and assigns of Purchasers, and the benefits of which will inure to the successors and assigns of Vendor. A breach of the foregoing covenants, conditions and restrictions, or the continuance thereof, may, at the option of Vendor, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings.
- (e) Anything contained herein to the contrary notwithstanding or by operation of law, Vendor waives any right of reverter or to rescind this sale that it has or may have for Purchasers' default of any of the covenants, restrictions or conditions herein above stated.

TO HAVE AND TO HOLD the Property unto the Purchasers, their successors and assigns, forever, subject to the reservations and conditions herein stated.

This sale is made and accepted for and in consideration of the price and sum of Two Million Two Thousand Five Hundred Sixty-Six and 30/100<sup>th</sup> Dollars (\$2,002,566.30) cash, which the Purchasers have well and truly paid to Vendor in ready and current money, receipt of which is hereby acknowledged by Vendor and full acquittance and discharge granted therefor.

The parties hereto waive the production of Mortgage, Conveyance, and tax research certificates and water, sewerage and paving lien certificates and hold me, Notary, harmless for their non-production and non-annexation to this act.

Vendor warrants and represents that all taxes in respect of the Property up to tax year 2007 have been paid and that Vendor shall pay the 2008 taxes (and Vendor shall indemnify, defend, and hold harmless Purchasers from same, including audit costs), and that taxes for the year 2008 shall be prorated between Purchasers and Vendor as of the date of delivery of this Cash Sale. Subject to the preceding sentence, Purchasers assume and agree to pay all taxes assessed and becoming a lien for the year 2009 and thereafter.

THUS DONE, SIGNED AND PASSED, in multiple originals, at my office in the City of Omaha, Douglas County, Nebraska, in the presence of Barbara Holder and Cindy Meyer, competent witnesses, who have hereunto signed their names, together with me, Notary, after due reading of the whole on this 9<sup>th</sup> day of December, 2008.

Witnesses:

UNION PACIFIC RAILROAD COMPANY, a Delaware corporation

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

Tony K. Love

Title: Assistant Vice President-Real Estate

Tine.

(SfSTr)

Barbara Holder

Barbara Holder

Cindy Meyer

Cindy Meyer

Notary Public

My Commission Expires:

on Expires: /

GENERAL INSTANT - State of Nebrasia MANAGEEN FONG HIMNEPS By Claims, Bys. Dec. 5, 2011

THUS DONE, SIGNED AND PASSED, in multiple originals, at my office in Jefferson Parish, Louisiana, in the presence of <u>hard Schauest</u> and <u>kerritynn Relle</u>, competent witnesses, who have hereunto signed their names, together with me, Notary, after due reading of the whole on this <u>fille</u>day of December, 2008.

ACCEPTED	۲
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Witnesses:

ABSHIRE INVESTMENTS, L.L.C., a Louisiana limited liability company

Dora Schones

John F. Stumpf, Jr.
Title: Manager

enlynn Relle RRINN REILE

ر ا

Harry C. Stumpf, Notary Public My Commission Expires at death

#### ACCEPTED:

THUS DONE, SIGNED AND PASSED, in multiple originals, at my office in Jefferson Parish, Louisiana, in the presence of Dore Schouest and Kerrilyn Region, competent witnesses, who have hereunto signed their names, together with me, Notary, after due reading of the whole on this day of December, 2008.

#### ACCEPTED:

Witnesses:

EAST GROUP, L.L.C.,

a Louisiana limited liability company

DORA SCHONEST

James L. Butler
Tible: Manager

Kindyn Relle Kereliyan Relle

> Harry C. Stampf, Motary Publico My Commission Expires at death

## Union Pacific Railroad Company

### CERTIFICATE OF ASSISTANT SECRETARY

I, Barbara Holder, Assistant Secretary of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (the "Company"), do hereby certify that the sale by the Company of certain property situated in Jefferson Parish, State of Louisiana, described in that certain Cash Sale dated December 9, 2008 from the Company to Abshire Investments, L.L.C., a Louisiana limited liability company, and East Group, L.L.C., a Louisiana limited liability company (the "Buyers"), pursuant to that certain Purchase and Sale Agreement dated July 25, 2008 between the Company and Abshire II, LLC, a Louisiana limited liability company ("Abshire II"), as amended by Amendment dated August 8, 2008, Second Amendment dated on or about September 15, 2008, and Third Amendment dated October 16, 2008, and as assigned by Abshire II to the Buyers by Assignment of Purchase and Sale Agreement dated December 9, 2008, has been duly authorized in accordance with the By-Laws of the Company as amended on July 1, 2005 and the "Management Policy Statement Covering Capital Expenditures, Lease Commitments and Dispositions of Property" as amended by the Board of Directors of the Company on November 16, 2007, and that by general and specific delegations of authority pursuant thereto, Tony K. Love, as Assistant Vice President-Real Estate of the Company, J. Michael Hemmer, as Senior Vice President-Law and General Counsel of the Company, and Lawrence E. Wzorek, as Assistant Vice President-Law of the Company, or any of them, have been delegated the requisite authority on behalf of the Company to approve, execute and deliver any and all documents required to complete the transaction heretofore described.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of UNION PACIFIC RAILROAD COMPANY this 9.2 day of December, 2008.

Assistant Secretary

(SEAL)

### CERTIFICATE OF CERTIFYING OFFICIAL OF ABSHIRE INVESTMENTS, L.L.C.

I, John F Stumpf, Jr., pursuant to Article IV of the Articles of Organization of Abshire Investments, L.L.C. ("the Company"), am the certifying official of the Company and hereby certify that I, John F. Stumpf, Jr., as of the date hereof, am (1) the Manager of the Company, (2) authorized for and in the name of the Company to accept the assignment of the rights and assume the obligations, in whole or in part, alone or together with others, of the purchaser-assignor, under any agreement to purchase immovable, real property from any person, and (3) authorized for and in the name of the Company to purchase any immovable, real property or any interest therein from any person for such consideration and on such terms and conditions as I deem necessary and advisable.

John F. Stumpf, Jr., Manager and Certifying Official of Abshire Investments, L.L.C.

Date: December 9 2008

### CERTIFICATE OF CERTIFYING OFFICIAL OF EAST GROUP, L.L.C.

I, James L. Butler, pursuant to Article 14 of the Articles of Organization of East Group, L.L.C. ("the Company"), am the certifying official of the Company and hereby certify that I, James L. Butler, as of the date hereof, am (1) the Manager of the Company, (2) authorized for and in the name of the Company to accept the assignment of the rights and assume the obligations, in whole or in part, alone or together with others, of the purchaser-assignor, under any agreement to purchase immovable, real property from any person, and (3) authorized for and in the name of the Company to purchase any immovable, real property or any interest therein from any person for such consideration and on such terms and conditions as I deem necessary and advisable.

Any and all acts hereinabove set forth which were heretofore taken by James L. Butler on behalf and/or in the name of the Company are ratified, confirmed and approved by the Company.

James L. Butler, Manager and Certifying Official of East Group, L.L.C.

Date: December 11, 2008

SOUTHERN ABSTRACTS, INC. 217 HUEY P. LONG AVENUE · GRETNA, LOUISIANA · 70053 (504) 361-0206

Harry Stumpf File Number				Certificate Number		
	:	RSON				
	BY RESEARC	H MADE TE	HIS DAY ON REAL ESTATE SITUAT AND DESIGNATED AS:	ed in te	ie parise	Ĭ
7.44 AC	RES IN SEC 6	T13S R23E	10861048			
		<del>,</del>			<del></del>	
		PARISH	TAXES APPEAR AS FOLLOWS, VI	<b>Z</b> :		. •
		PARISH	TAXES APPEAR AS FOLLOWS, VI	Z:		. •
MOUN	г: ехемр	PARISH T \$0.00	,	Z:	s <u>0.00</u>	
MOUN	г: ехемр	٠	CURRENT TAX STATUS		<u>0.00</u>	
	f: EXEMP Bill Number	٠	CURRENT TAX STATUS		\$ 0.00 STATUS	
Year	Bill	T \$0.00 Ward/	CURRENT TAX STATUS PAID \$ 2,540.92	DUE 3		Status
Year	Bill Number	Ward/ Section	CURRENT TAX STATUS  PAID \$ 2,640.92  Name	DUE 3	STATUS	Status
Year 2007 2006	Bilt Number 57113	Ward/ Section 45	PAID \$ 2,640.92  Name  MISSOURI PACIFIC RAILROAD	DUE S	STATUS Above Tax	

I hereby certify the above forgoing to be a true and correct statement of the tax rolls and files of the Office of the Tax Collector of the Parish of Jefferson.

This property tax research is limited as to the above described property and as to the years and parties listed above and no further.

James B. Barkate, President Southern Abstracts, Inc.

SOUTHERN ABSTRACTS, INC. 217 HUEY P. LONG AVENUE · GRETNA, LOUISIANA · 70053 (504) 361-0206

	le Number			Cer	65205 tificate Nu	nber
			ROPERTY TAX RESEARCH LOUISIANA, PARISH OF JEFFEI September 30, 2008	RSON		
	BY RESEARC	H MADE TE	us day on real estate situat and designated as:	ed in te	ie parise	I
of Trac	# 2-1 Sect's 6 8	§ 7 T13S R2	3E CONTS APPROX 35.42 ACRES 10861041	<b>D</b>		
٠.		PARISH	Taxes appear as follows, vi	<b>Z;</b>	· ,	
			CURRENT TAX STATUS			
MOUNT	г: ехемр	r \$0.00	PAID \$ 2,104.68	DUE S	0.00	
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			andright stant to the standard and an analysis			
<del> </del>		Ward/		1	·	
Year	Bill Number	Section	Name		STATUS	
		1	Name MISSOURI PACIFIC RAILROAD	See	STATUS Above Tax	Status
007	Number	Section		See Ex:		Status Paid: 🗹
007	Number 57114	Section 45	MISSOURI PACIFIC RAILROAD		Above Tax	Paid: 🗹
Year 2007 2006 2005	Number 57114 56869	Section 45 45	MISSOURI PACIFIC RAILROAD MISSOURI PACIFIC RAILROAD	Ex:	Above Tax	
2007 2006 2005	Number 57114 56869 56719	45 45 45 45	MISSOURI PACIFIC RAILROAD  MISSOURI PACIFIC RAILROAD  MISSOURI PACIFIC RAILROAD	Ex:   Ex:   Ex:	Above Tax  Due:  Due:  Due:  Due:  Due:	Paid: 🗹 Paid: 🗹

I hereby certify the above forgoing to be a true and correct statement of the tax rolls and files of the Office of the Tax Collector of the Parish of Jefferson.

James B. Barkate, President Southern Abstracts, Inc.

217 HUEY P. LONG AVENUE · GRETNA, LOUISIANA · 70053 (504) 361-0206

Harry Stumpf	65206
File Number	Certificate Number

# PROPERTY TAX RESEARCH STATE OF LOUISIANA, PARISH OF JEFFERSON September 30, 2008

BY RESEARCH MADE THIS DAY ON REAL ESTATE SITUATED IN THE PARISH AND DESIGNATED AS:

259.0 acres in Sect's 6, 7 & 29, T13S LESS PT SOLD LESS 70.29 AC

10861048

<b>PARISI</b>	I TAXES	APPEAR A	s follows,	VIZ:
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**CURRENT TAX STATUS** 

AMOUNT: EXEMPT \$ 0.00 PAID \$ 3,682.59 DUE \$ 0.00

Year	Bill Number	Ward/ Section	Name	STATUS			
2007	57115	45	MISSOURI PACIFIC RAILROAD	See Above Tax Status			
2006	56870	45	MISSOURI PACIFIC RAILROAD	Ex:	Due: 🗆	Paid: 🗹	
2005	56720	45	MISSOURI PACIFIC RAILROAD	Ex:	Due:	Paid: 🗹	
2004	56053	45	MISSOURI PACIFIC RAILROAD	Ex;	Due: 🗆	Paid: 🗹	

This property tax research is limited as to the above described property and as to the years and parties listed above and no further.

I hereby certify the above forgoing to be a true and correct statement of the tax rolls and files of the Office of the Tax Collector of the Parish of Jefferson.

BY James B. Barkate, President

Southern Abstracts, Inc.

217 HUEY P. LONG AVENUE · GRETNA, LOUISIANA · 70053 (504) 361-0206

Harry Stumpf	65207
File Number	Certificate Number

# PROPERTY TAX RESEARCH STATE OF LOUISIANA, PARISH OF JEFFERSON September 30, 2008

BY RESEARCH MADE THIS DAY ON REAL ESTATE SITUATED IN THE PARISH AND DESIGNATED AS:

59.0 ACRES IN SEC 6,T13S,R23E

10861048

### PARISH TAXES APPEAR AS FOLLOWS, VIZ:

### **CURRENT TAX STATUS**

AMOUNT: EXEMPT \$0.00 PAID \$ 3,505.82 DUE \$ 0.00

Year	Bill Number	Ward/ Section	Name	STATUS		
2007	57116	45	MISSOURI PACIFIC RAILROAD	See	See Above Tax Stat	
2008	56871	45	MISSOURI PACIFIC RAILROAD	Ex: 🗆 Due: 🗆		Paid: 🗹
2005	56721	45	MISSOURI PACIFIC RAILROAD	Ex: []	Due: 🗆	Paid: 🗹
2004	56054	45	MISSOURI PACIFIC RAILROAD	Ex:	Due:	Paid: 🗹

This property tax research is limited as to the above described property and as to the years and parties listed above and no further.

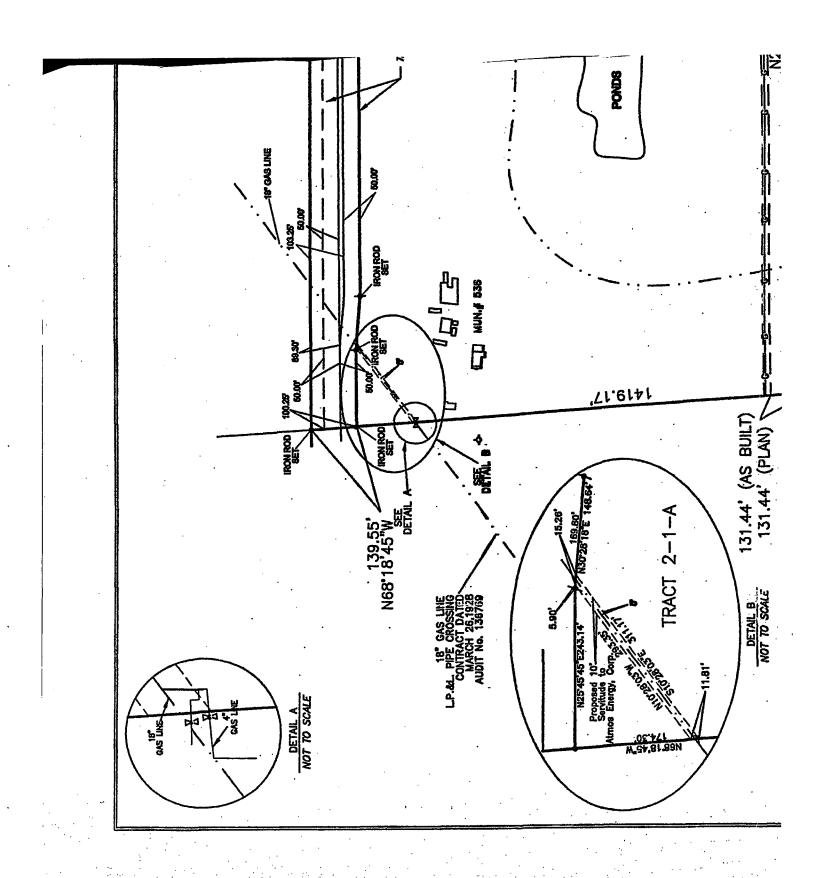
I hereby certify the above forgoing to be a true and correct statement of the tax rolls and files of the Office of the Tax Collector of the Parish of Jefferson.

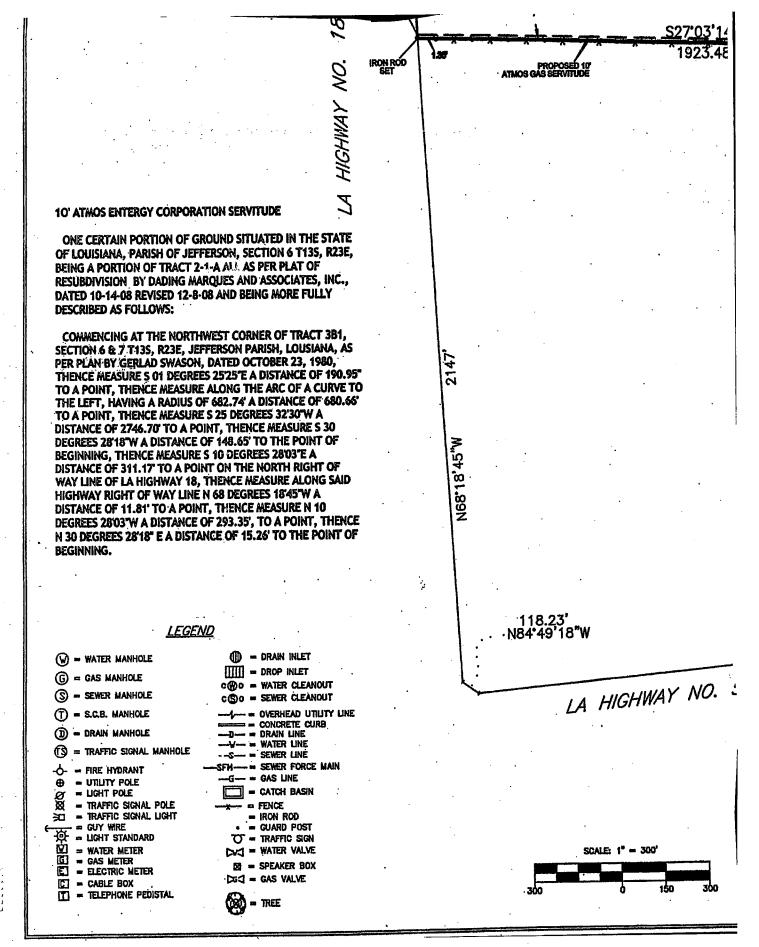
James B. Barkate, President
Southern Abstracts, Inc.

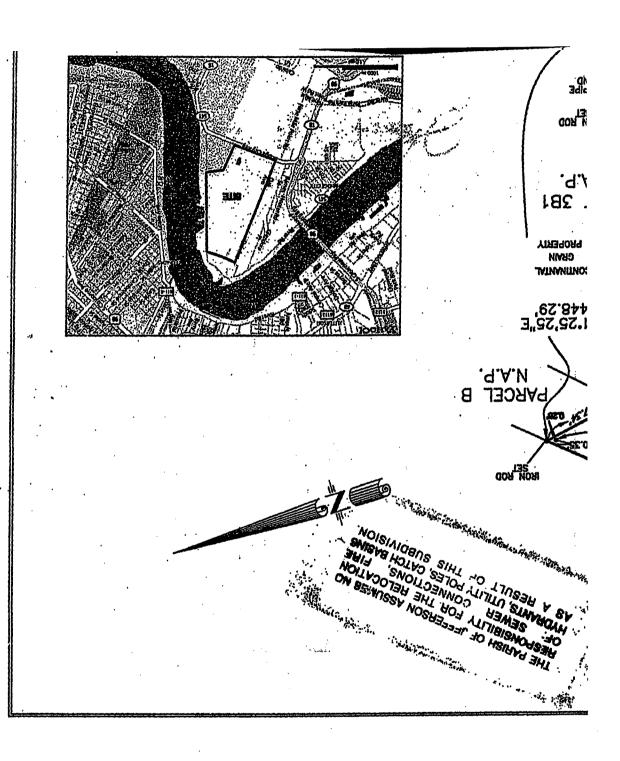
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Email







VICINII I MPN NOT TO SCALE

"JEFFERSON PARISH HAS NOT EXAMINED OR REVIEWED THE TITLE OF ANY PORTION OF LAND SHOWN, OR ANY RESTRICTIVE COVENANTS OR "RESTRICTIONS PLACED ON SAID PROPERTY, AND THAT THE ACTION OF THE PARISH IN THIS MATTER DOES NOT (1) IMPLY THAT THE APPLICANT'S TITLE OR OWNERSHIP IS VALID (2) THAT THERE ARE OR ARE NOT ANY RESTRICTIVE COVENANTS OR OTHER RESTRICTIONS ON SAID PROPERTY, OR (3) THAT ANY RESTRICTIVE COVENANTS OR RESTRICTIONS THAT MAY BE ON SAID PROPERTY ARE ENFORCEABLE OR ARE NOT ENFORCEABLE." ENFORCEABLE."

PRELIMINARY PLAT/ FINAL PLAT
CERTIFICATE OF PLANNING DEPARTMENT REVIEW

SUMMARY NO. 22756 HAS BEEN REVIEWED BY THE PLANNING DEPARTMENT.

DOCKET NO. WS-5/-09-PF

PLANNING DIRECTOR

ONG EAST PROPERTY

CONTINENTAL GRAIN MEASURED OFF DSED SERVITUDES TO JRE DATE.

CERTIFICATE OF COUNCIL APPROVAL

ORDINANCE NO. 23556

HAS BEEN APPROVED BY

PARISH COUNCIL ON

DATE

LICENSE BETWEEN OAD COMPANY AND COMPANY DATED

**REVISED 02-25-09** 

NE CROSSING RGAN'S LOUISIANA D STEAMSHIP CO. ND LIGHT COMPANY AUDIT NO. 136769.

REFERENCE MAP - PLAT BY C. RANDALI, DEXON DATED AUG. 1, 1897 AND ALL REFERENCE MAPS THEREON.

Bearing Base 1) Station map westwego, i.a., the Missouri Pacific Railyard Co. & the Texas & Pacific Railyard Co. STA. 433/61 TO STA. 490/124, DATED JULY 7, 1938.

ORTION OF TRACT 2-1 -A AND 2-1-B LROAD PROPERTY T13SR23E ISH, LOUISIANA

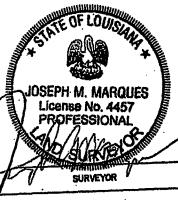
AND PLAT WAS PREPARED MY DIRECT SUPERVISION.

STUMPF

DADING, MARQUES & ASSOCIATES, INC.



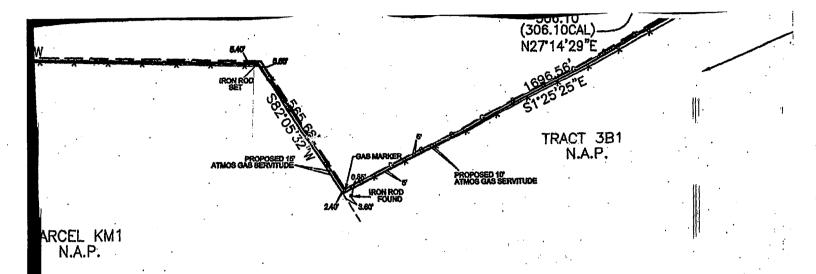
P.O. BOX 790 METAIRIE, LA. 70004 (504) 834-0200



TIONS SHOWN ON THIS SURVEY ARE
IN THE DESCRIPTION FURNISHED US AND
THAT ALL APPLICABLE SERVITUDES
I HEREON THE SURVEYOR HAS MADE
RECORD SEARCH IN COMPILING THE

THIS SURVEY MEETS THE MINIMUM REQUIREMENTS FOR A CLASS "\_C\_" SURVEY ACCORDING TO THE "LOUISIANA" MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS."

	DRAWN BY:	CHECKED BY:	JOB NO.:	PLAT No.:
<u>:</u>	 	IMM	829840	SHEET 1 OF 1
900,	B.L.D.	J.M.M.		



# LEGAL DISCRIPTION FOR TRACT 2-1-A

COMMENCING AT THE NORTHWEST CORNER OF THE TRACT 3B1, SECTIONS 6 AND 7 TOWNSHIP 13 SOUTH RANGE 23 EAST, JEFFERSON PARISH, LOUISIANA AS PER PLAN BY GERALD SWANSON DATED OCTOBER 23, 1980 THENCE MEASURE S 01 DEGREES 25' 25" E A DISTANCE OF 190.95" TO THE PUINT OF BEGINNING, THENCE MEASURE SOUTH 01 DISTANCE OF 190.95 TO THE POINT OF BEGINNING, THENCE MEASURE SCOTH OF DEGREES 25' 25" E A DISTANCE (XF 283.91' TO A POINT, THENCE MEASURE N 88 DEGREES 34' 35" E A DISTANCE OF 800' T() A POINT, THENCE MEASURE S 01 DEGREES 25' 25" E A DISTANCE OF 1696.56' TO A POINT, THENCE MEASURE S 82 DEGREES 05' 32" W A DISTANCE OF 565.68 TO A POINT, THENCE MEASURE S 27 DEGREES 03' 14" W A DISTANCE OF 1923.48 TO A POINT ON THE NORTH RIGHT OF WAY LINE OF HIGHWAY 18, THENCE MEASURE N 68 DEGREES 18' 45" W ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 1419.17 TO A POINT, THENCE MEASURE N 25 DEGREES 45' 45" E A DISTANCE OF 243.14" TO A POINT, THENCE MEASURE N 30 DEGREES 28' 8" E A DISTANCE OF 169.80" TO A POINT, THENCE MEASURE N 25 DEGREES 32' 30' E A DISTANCE OF 2746.70' TO A POINT, THENCE MEASURE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 682.74 A DISTANCE OF 680.66' TO THE POINT BEGINNING.

## LEGAL DISCRIPTION FOR TRACT 2-1-B

COMMENCING AT THE NORTHWEST CORNEROF TRACT 3B1, SECTION 6 & 7, TOWNSHIP 13 SOUTH RANGE 23 EAST, JEFFERSON PARISH LOUISIANA, AS PER PLAN BY GERALD SWANSON DATED OCTOBER 23, 1980, THENCE MEASURE 5 O1 DEGREES 25' 25" E A DISTANCE OF 190.95' TO THE FOINT OF BEGINNING, THENCE MEASURE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 682.74' A DISTANCE OF 680.66 TO A POINT, THENCE 5 25 DEGREES 32' 30" W A DISTANCE OF 2746.70' TO A POINT, THENCE MEASURE S 30 DEGREES 28' 18' W A DISTANCE OF 169.80' TO A POINT, THENCE MEASURE S 25 DEGREES 45' 45" E A DISTANCE OF 243.14' TO A POINT ON RIGHT OF WAY LINE OF HIGHWAY 18, THENCE MEASURE ALONG SAID RIGHT SIDE OF WAY N 68 DEGREES 18' 45" E A DISTANCE OF 139.55' TO A POINT, THENCE MEASURE N 25 DEGREES 45' 45" E A DISTANCE OF 3581.09' TO A POINT, THENCE MEASURE N 49 DEGREES 34' 44" E A DISTANCE OF 613.48' TO A POINT, THENCE MEASURE S 01 DEGREES 25' 25" E A DISTANCE OF 448.29' TO THE POINT OF BEGINNING. TO THE POINT OF BEGINNING.

SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION "A(5)." AE(5), AE(4), AND X BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NUMBER 22051C, WITH A DATE OF IDENTIFICATION BEING 3-01-1984, FOR COMMUNITY PANEL NUMBER 00:10E, IN ORLEANS PARISH, STATE OF LOUISIANA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PREMISES IS LOCATED. (BASE FLOOD ELE/ATION = 1.50 NAVD OR 21.93 CAIRO DATUM)

NOTE: GAS. LOCATION A LINE OF TRACT 2-1-A PER ATMOS PLAN FOR CO. DATED 10-03-86 FENCE LINE. ALL PROF BE DEDICATED ON FUT

SUBJECT TO PIPE LINE MISSOURI PACIFIC RAIL LOUISIANA GAS SERVIC APRIL 10, 1986.

SUBJECT TO 18" PIPE AGREEMENT BETWEEN N AND TEXAS RAILROAD A AND LOUISIANA POWER DATED MARCH 26, 1921

RESUBDIVISION OF A INTO TRACTS 2-UNION PACIFIC R SECTION 6 JEFFERSON PA

CERTIFY THAT THIS SURVEY BY ME OR BY THOSE UNDER MADE AT THE REQUEST OF:

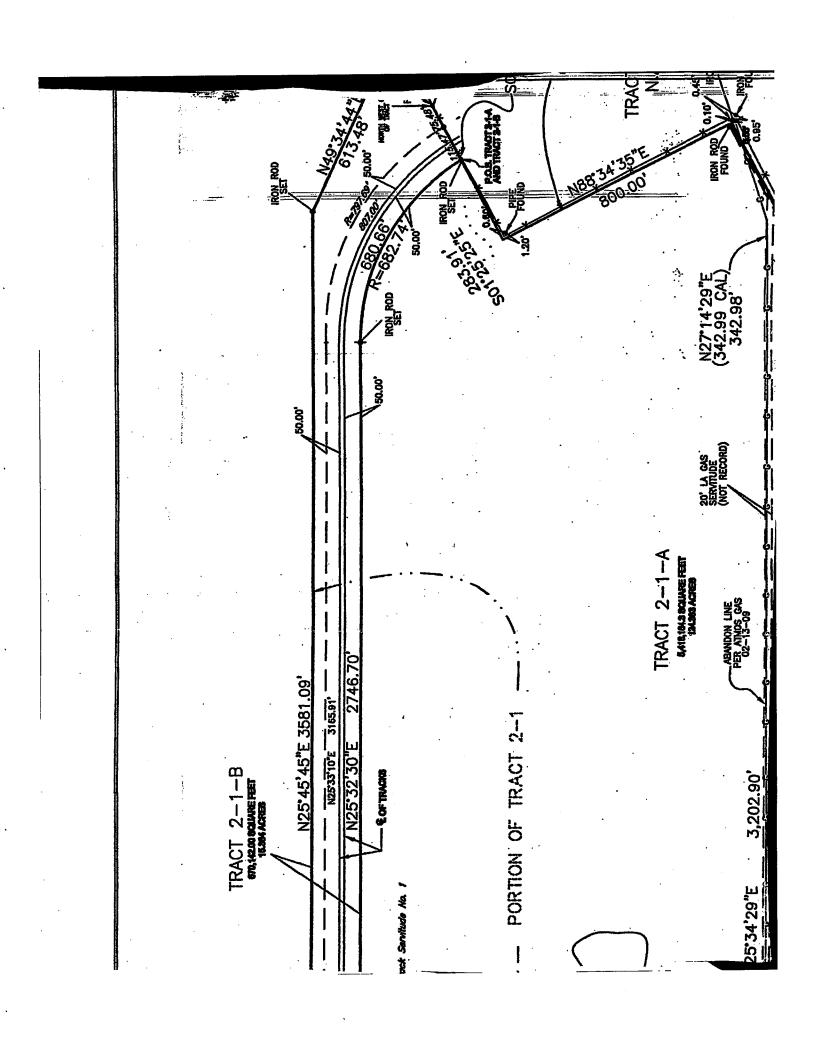
JAC"

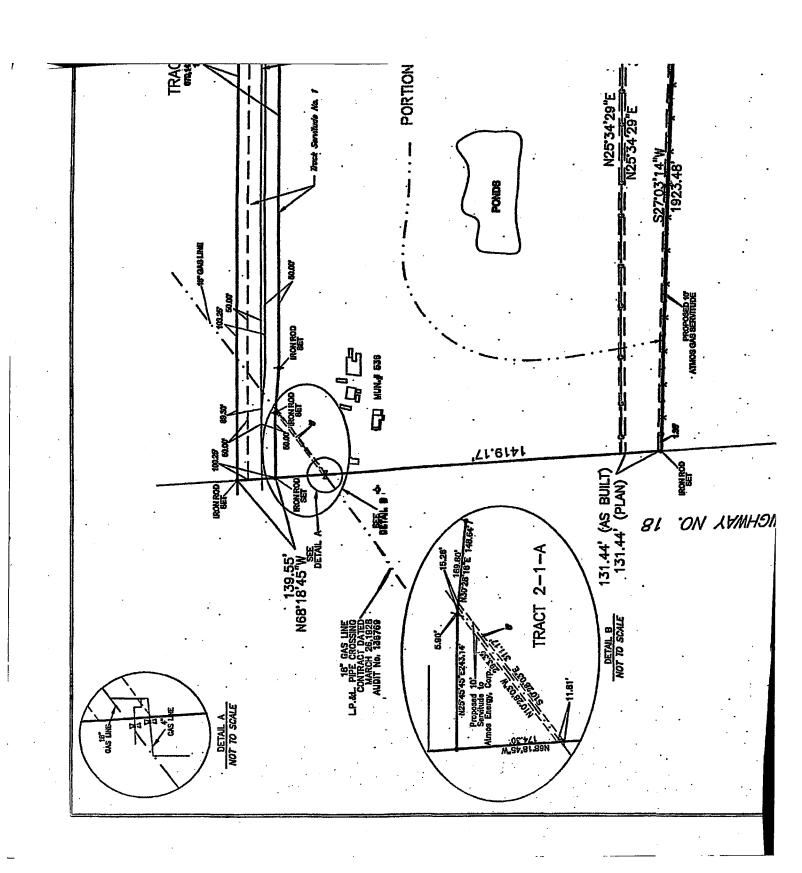
SERVITUDES INTED TO THOS TRE IS NO RE AND F

DATE:

10-14-08

41





# 10' ATMOS ENTERGY CORPORATION SERVITUDE

OF LOUISIANA, PARISH OF JEFFERSON, SECTION 6 7135, R23E, BEING A PORTION OF TRACT 2-1-A ALL AS PER PLAT OF ONE CERTAIN PORTION OF GROUND SITUATED IN THE STATE ESUBDIVISION BY DADING MARQUES AND ASSOCIATES, INC. DATED 10-14-08 REVISED 12-8-08 AND BEING MORE FULLY ESCRIBED AS FOLLOWS:

PER PLAN BY GERLAD SWASON, DATED OCTOBER 23, 1980, THENCE MEASURE S 01 DEGREES 2525°E A DISTANCE OF 190.95° to a point, thence measure along the arc of a curve to DISTANCE OF 11.81' TO A POINT, THENCE MEASURE N 10 DEGREES 2803"W A DISTANCE OF 293.35', TO A POINT, THENCE THE LEFT, HAVING A RADIUS OF 682.74' A DISTANCE OF 680.66' TO A POINT, THENCE MEASURE S 25 DEGREES 32'30"W A SECTION 6 & 7 T135, R23E, JEFFERSON PARISH, LOUSIANA, AS MAY LINE OF LA HIGHWAY 18, THENCE MEASURE ALONG SAID COMMENCING AT THE NORTHWEST CORNER OF TRACT 3B1 DISTANCE OF 311.17 TO A POINT ON THE NORTH RIGHT OF DEGREES 2818"W A DISTANCE OF 148.65" TO THE POINT OF DISTANCE OF 2746,70 TO A POINT, THENCE MEASURE S 30 HIGHWAY RIGHT OF WAY LINE N 68 DEGREES 1845"W A REGINNING, THENCE MEASURE 5 10 DEGREES 2003TE A BEGINNING

4-- OVERHEAD UTILITY LINE - DRAIN INLEY WATER MANHOLE (S) = SENTER MANHOLE

(1) = S.C.B. MANHOLE (I) = DRAIN MANHOLE

(3) = TRAFFIC SIGNAL MANHOLE - FIRE HYDRANT

traffic signal pole traffic signal light - UTILITY POLE - LIGHT POLE 

a LICHT STANDARD ELECTRIC METER WATER METER - CABLE BOX GAS METER

GO = WATER CLEANOUT CO = SEWER CLEANOUT

G = GAS HANHOLE

SFH--- SEWER FORCE MAIL 

• EGIAND FOST

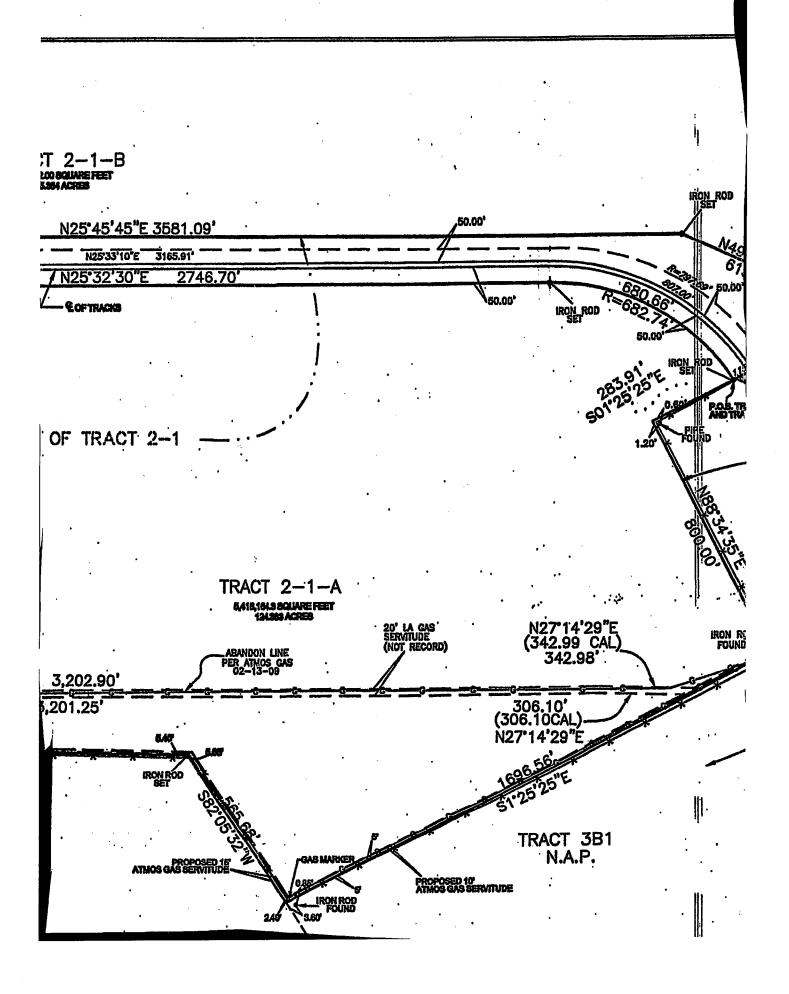
• TRAFFIC SIGN 🔲 = CATCH BASIN -C-- GAS LIKE \* = FEXCE

DY - WATER VALVE B = SPEAKER BOX TYTH BAS WALVE

S TREE

TELEPHONE PEDISTA

SCALE 1" = 300



# LEGAL DISCRIPTION FOR TRACT 2-1-A

COMMENCING AT THE NORTHWEST CORNER OF THE TRACT 3B1 SECTIONS 6 AND 7 TOWNSHIP 13 SOUTH RANGE 23 EAST, JEFFERSON PARISH, LOUISIANA AS PER PLAN BY GERALD SWANSON DATED OCTOBER 23, 1980 THENCE MEASURE S 01 DEGREES 25' 25" E A DISTANCE OF 190.95' TO THE POINT OF BEGINNING, THENCE MEASURE SOUTH 01 DEGREES 25' 25" E A DISTANCE OF 283.91' TO A POINT, THENCE MEASURE N 88 DEGREES 34' 35" E A DISTANCE OF 800' TO A POINT, THENCE MEASURE S 01 DEGREES 25' 25" E A DISTANCE OF 1696.56' TO A POINT, THENCE MEASURE S 82 DEGREES 05' 32" W A DISTANCE OF 565.68 TO A POINT, THENCE MEASURE S 27 DEGREES 03' 14" W A DISTANCE OF 1923.48 TO A POINT ON THE NORTH RIGHT OF WAY LINE OF HIGHWAY 18, THENCE MEASURE N 68 DEGREES 18' 45" W ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 1419.17 TO A POINT, THENCE MEASURE N 25 DEGREES 45' 45" E A DISTANCE OF 243.14' TO A POINT, THENCE MEASURE N 30 DEGREES 28' 8" E A DISTANCE OF 169.80' TO A POINT, THENCE MEASURE N 25 DEGREES 32' 30" E A DISTANCE OF 169.80' TO A POINT, THENCE MEASURE N 25 DEGREES 32' 30" E A DISTANCE OF 2746.70' TO A POINT, THENCE MEASURE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 682.74 A DISTANCE OF 680.66' TO THE POINT BEGINNING.

# LEGAL DISCRIPTION FOR TRACT 2-1-B

COMMENCING AT THE NORTHWEST CORNEROF TRACT 3B1, SECTION 6 & 7, TOWNSHIP 13 SOUTH RANGE 23 EAST, JEFFERSCH PARISH LOUISIANA, AS PER PLAN BY GERALD SWANSON DATED OCTOBER 23, 1980, THENCE MEASURE S 01 DEGREES 25' 25" E A DISTANCE OF 190.95' TO THE POINT OF BEGINNING, THENCE MEASURE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 682.74' A DISTANCE OF 680.66 TO A POINT, THENCE S 25 DEGREES 32' 30" W A DISTANCE OF 2746.70' TO A POINT, THENCE MEASURE S 30 DEGREES 28' 18" W A DISTANCE OF 169.80' TO A POINT, THENCE MEASURE S 25 DEGREES 45' 45" E A DISTANCE OF 243.14' TO A POINT ON RIGHT OF WAY LINE OF HIGHWAY 18, THENCE MEASURE ALONG SAID RIGHT SIDE OF WAY N 68 DEGREES 18' 45" W A DISTANCE OF 139.55' TO A POINT, THENCE MEASURE N 25 DEGREES 34' 44" E A DISTANCE OF 613.48' TO A POINT, THENCE MEASURE N 49 DEGREES 34' 44" E A DISTANCE OF 613.48' TO A POINT, THENCE MEASURE S 01 DEGREES 25' 25" E A DISTANCE OF 448.29' TO THE POINT OF BEGINNING.

SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION "A(5)," AE(5), AE(4), AND X BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NUMBER 22051C, WITH A DATE OF IDENTIFICATION BEING 3-01-1984, FOR COMMUNITY PANEL NUMBER 0040E, IN ORLEANS PARISH, STATE OF LOUISIANA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PREMISES UCCATED. (BASE FLOOD ELEVATION = 1.50 NAVD OR 21.93 CAIRO DATUM)

NOTE: GAS. I LINE OF TRA PER ATMOS CO. DATED ' FENCE LINE. BE DEDICATE

SUBJECT TO MISSOURI PAC LOUISIANA GA APRIL 10, 19

SUBJECT TO AGREEMENT B AND ITEXAS R AND LOUISIAN DATED MARCH

RESUBDIVISION INTO TUNION

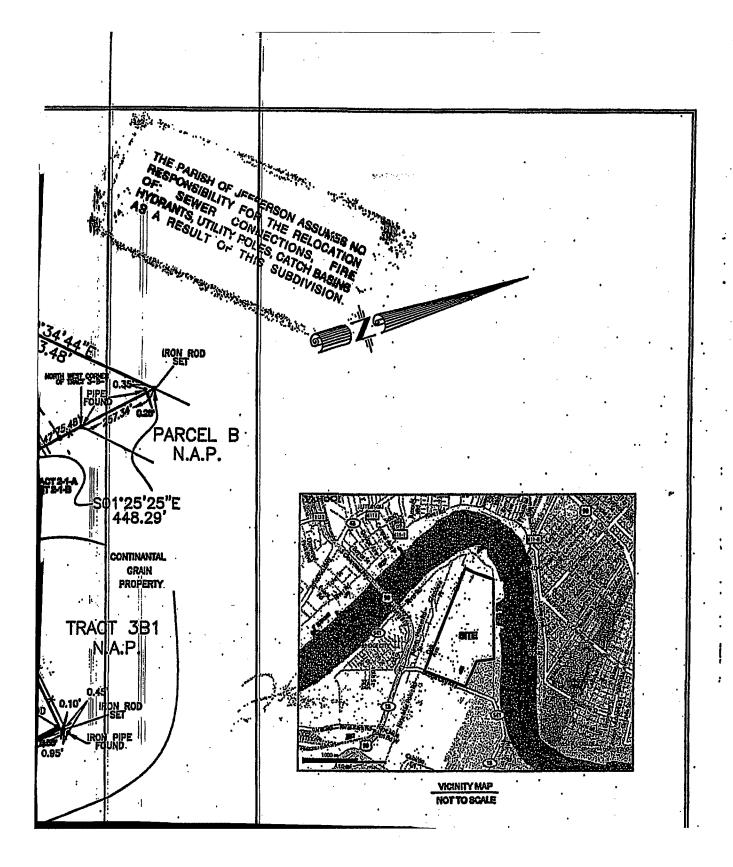
JEFF

I CERTIFY THAT I BY ME OR BY TO MADE AT THE RE

THE SERVITUDES
LIMITED TO THOS
THERE IS NO RE
AND RESTRICTION
NO TITLE SEARC
DATA FOR THIS

DATE:

10-14-08



"JEFFERSON PARISH HAS NOT EXAMINED OR REVIEWED THE TITLE OF ANY PORTION OF LAND SHOWN, OR ANY RESTRICTIVE COVENANTS OR "RESTRICTIONS PLACED ON SAID PROPERTY, AND THAT THE ACTION OF THE PARISH IN THIS MATTER DOES NOT (1) IMPLY THAT THE APPLICANT'S TITLE OR OWNERSHIP IS VALID (2) THAT THERE ARE OR ARE NOT ANY RESTRICTIVE COVENANTS OR OTHER RESTRICTIONS ON SAID PROPERTY, OR (3) THAT ANY RESTRICTIVE COVENANTS OR RESTRICTIONS THAT MAY BE ON SAID PROPERTY ARE ENFORCEABLE OR ARE NOT ENFORCEABLE."

PRELIMINARY PLAT/ FINAL PLAT
CERTIFICATE OF PLANNING DEPARTMENT REVIEW

SUMMARY NO. 22756 DOCKET NO. W5-5/-09-PF
HAS BEEN REVIEWED BY THE PLANNING DEPARTMENT.

PLANNING DIRECTOR

7/1/09 DATE

OCATION ALONG EAST PROPERTY CT 2-1-A PLAN FOR CONTINENTAL GRAIN 0-03-86 MEASURED OFF ALL PROPOSED SERVITUDES TO D ON FUTURE DATE.

;

j:

CERTIFICATE OF COUNCIL APPROVAL

ORDINANCE NO. 23556

HAS BEEN APPROVED BY

THE JEFFERSON PARISH COUNCIL ON

7409 DATE

PIPE LINE LICENSE BETWEEN
IFIC RAILROAD COMPANY AND
S SERVICE COMPANY DATED
86.

8" PIPE LINE CROSSING TWEEN MORGAN'S LOUISIANA ILROAD AND STEAMSHIP CO. POWER AND LIGHT COMPANY 26, 1928 AUDIT NO. 136769. **REVISED 02-25-09** 

REFERENCE MAP - PLAT BY C. RANDALL DIXON DATED AUG. 1, 1997 AND ALL REFERENCE MAPS THEREON.

Bearing Base of Station Map Westwego, La., The Missouri Pacific Railyard Co. & The Texas & Pacific Railyard Co. STA. 43,461 TO STA. 490#124, Dated July 7, 1838.

V OF A PORTION OF TRACT 2-1 ACTS 2-1-A AND 2-1-B ACIFIC RALROAD PROPERTY ECTION 6 T13SR23E RSON PARISH, LOUISIANA

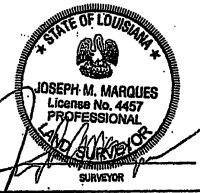
IIS SURVEY AND PLAT WAS PREPARED DISE UNDER MY DIRECT SUPERVISION.

JACK STUMPF

DADING, MARQUES & ASSOCIATES, INC.



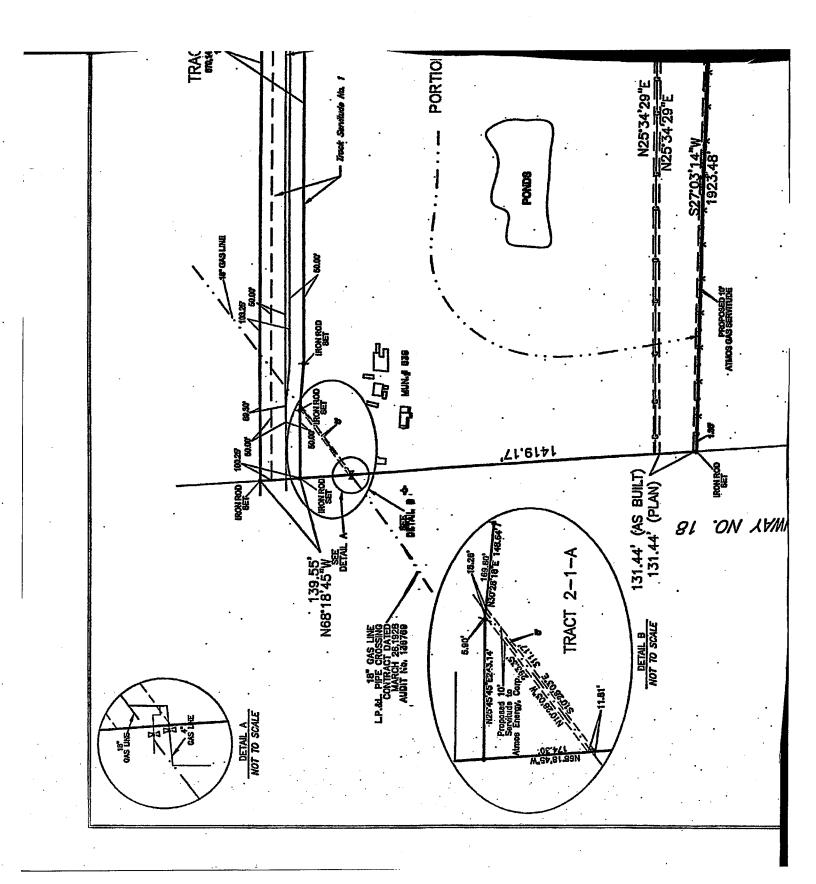
P.O. BOX 790 METAIRIE, LA. 70004 (504) 834-0200

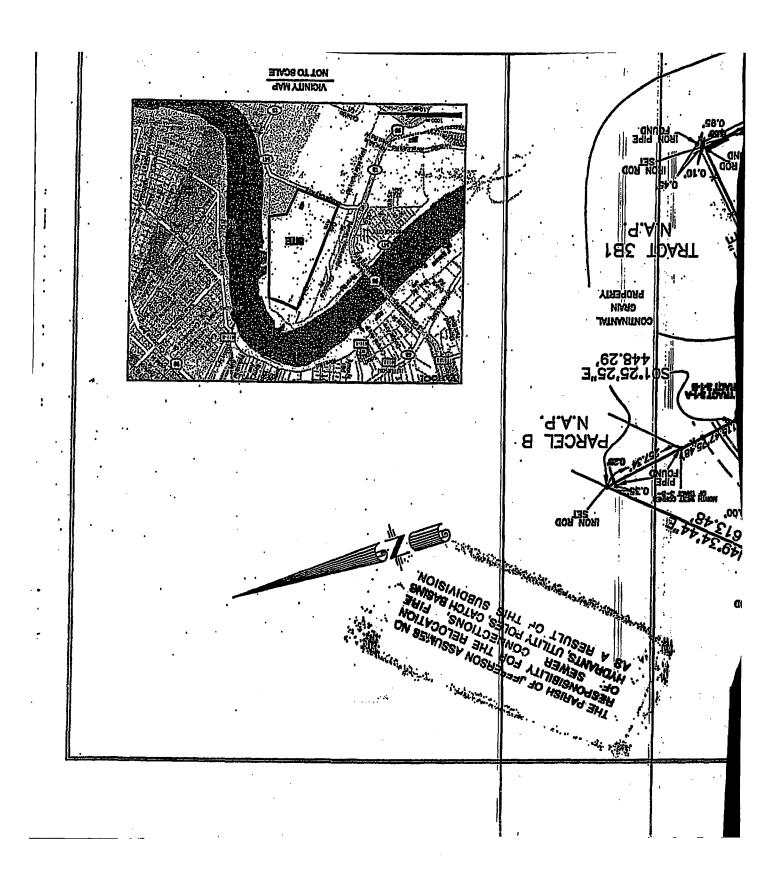


ND RESTRICTIONS SHOWN ON THIS SURVEY ARE SET FORTHI IN THE DESCRIPTION FURNISHED US AND RESENTATION THAT ALL APPLICABLE SERVITUDES ARE SHOWN HEREON THE SURVEYOR HAS MADE OR PUBLIC RECORD SEARCH IN COMPILING THE

THIS SURVEY MEETS THE MINIMUM REQUIREMENTS FOR A CLASS "C" SURVEY ACCORDING TO THE "LOUISIANA MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS."

SCALE:	DRAWN BY:	CHECKED BY:	JOB NO.:	PLAT No.:
1" = 300'	B.L.D.	J.M.M.	829840	SHEET 1 OF 1





"JEFFERSON PARISH HAS NOT EXAMINED OR REVIEWED THE TITLE OF ANY PORTION OF LAND SHOWN, OR ANY RESTRICTIVE COVENANTS OR "RESTRICTIONS PLACED ON SAID PROPERTY, AND THAT THE ACTION OF THE PARISH IN THIS MATTER DOES NOT (1) IMPLY THAT THE APPLICANT'S TITLE OR OWNERSHIP IS VALID (2) THAT THERE ARE OR ARE NOT ANY RESTRICTIVE COVENANTS OR OTHER RESTRICTIONS ON SAID PROPERTY, OR (3) THAT ANY RESTRICTIVE COVENANTS OR RESTRICTIONS THAT MAY BE ON SAID PROPERTY ARE ENFORCEABLE OR ARE NOT ENFORCEABLE." jų, ENFORCEABLE. PRELIMINARY PLAT/ FINAL PLAT
CERTIFICATE OF PLANNING DEPARTMENT REVIEW SUMMARY NO. 22756 DOCKET NO. WS-5/-09-PF HAS BEEN REVIEWED BY THE PLANNING DEPARTMENT. PLANNING DIRECTOR LOCATION ALONG EAST PROPERTY RACT 2-PLAN FOR CONTINENTAL GRAIN 10-03-86 MEASURED OFF E. ALL PROPOSED SERVITUDES TO TED ON FUTURE DATE. CERTIFICATE OF COUNCIL APPROVAL ORDINANCE NO. 23556 APPROVED BY HAS BEEN the Jefferson Parish Council on DATE PIPE LINE LICENSE BETWEEN ACIFIC RAILROAD COMPANY AND ASSERVICE COMPANY DATED **REVISED 02-25-09** 1986. 18" PIPE LINE CROSSING BETWEEN MORGAN'S LOUISIANA RAILROAD AND STEAMSHIP CO. NA POWER AND LIGHT COMPANY H 26, 1928 AUDIT NO. 136769. REFERENCE MAP - PLAT BY C. RANDALL DIXON DATED AUG. 1, 1997 AND ALL REFERENCE MAPS THEREON. BEARING BASE 1) STATION MAP WESTWEGO, LA., THE MISSOURI PACIFIC RAILYARD CO. & THE TEXAS & PACIFIC RAILYARD CO. STA. 433#51 TO STA. 480#124, DATED JULY 7, 1938. ili DADING, MARQUES & ION OF A PORTION OF TRACT 2-TRACTS 2- -A AND 2-1-B PACIFIC RALROAD PROPERTY ASSOCIATES, INC. SECTION 6 T13SR23E FERSON PARISH, LOUISIANA ioseph M. Marques THIS SURVEY AND PLAT WAS PREPARED THOSE UNDER MY DIRECT SUPERVISION. License No. 4457 EQUEST OF: PROFESSIONAL P.O. BOX 790 JACK STUMPF METAIRIE, LA. 70004 (504) 834-0200 SURVEYOR TIONS SHOWN ON THIS SURVE IN THE DESCRIPTION FURNIS THAT ALL APPLICABLE SERVI I HEREON THE SURVEYOR HA RECORD SEARCH IN COMPILIA Y ARE HED US AND LUDES THIS SURVEY MEETS THE MINIMUM REQUIREMENTS FOR A CLASS \_C\_ SURVEY ACCORDING TO THE "LOUISIANA" MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS." SURVEY. SCALE: DRAWN BY: CHECKED BY: JOB NO .: PLAT No.: 00 B.L.D. J.M.M. 829840 SHEET 1 OF

# 10' ATMOS ENTERGY CORPORATION SERVITUDE

OF LOUISIANA, PARISH OF JEFFERSON, SECTION 6 T135, R23E, BEING A PORTION OF TRACT 2-1-A ALL AS PER PLAT OF RESUBDIVISION BY DADING MARQUES AND ASSOCIATES, INC., DATED 10-14-08 REVISED 12-8-08 AND BEING MORE FULLY ONE CERTAIN PORTION OF GROUND SITUATED IN THE STATE DESCRIBED AS FOLLOWS:

TO A POINT, THENÉE MEASURE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 682,74' A DISTANCE OF 680,66' THENCE MEASURE 5 O1 DEGREES 2525 E A DISTANCE OF 190.95" DISTANCE OF 11.81 TO A POINT, THENCE MEASURE N 10 DEGREES 2803"W A DISTANCE OF 293.35, TO A POINT, THENCE N 30 DEGREES 2818" E A DISTANCE OF 15.26" TO THE POINT OF WAY LINE OF LA HIGHWAY 18, THENCE MEASURE ALONG SAID HIGHWAY RIGHT OF WAY LINE N 68 DEGREES 1845"W A SECTION 6 & 7 T13S, R23E, JEFFERSON PARISH, LOUSIANA, A PER PLAN BY GERLAD SWASON, DATED OCTOBER 23, 1980, DISTANCE OF 341.17 TO A POINT ON THE MORTH RIGHT OF COMMENCING AT THE NORTHWEST CORNER OF TRACT 3B1 DEGREES 28'18"W A DISTANCE OF 148.65' TO THE POINT OF BEGINNING, THENCE MEASURE 5 10 DEGREES 28'03"E A DISTANCE OF 2746.70 TO A POINT, THENCE MEASURE S 30 TO A POINT, THENCE MEASURE S 25 DEGREES 32:30"W A BEGINNING.

(I) = DRAN INLET (IIII) = DROP INLET 0-000 = WATER CLEANOUT

(G) = GAS MANHOLE (S) = SEWER MANHOLE

(T) = S.C.B. MANHOLE

W - WATER MANHOLE

c©o = Seher Cleanout 4- - WATER LINE

SFH--- SCHER FORCE MAIN

SEWER LINE ----- CAS LINE

CATCH BASIN

(1) = drain manhole (3) = traffic signal manhole

 IRON ROD
 GUARD POST
 TRAFFIC SIGN
 WATER VALVE 記記によ

B = SPEAKER BOX

DEC - GAS WALVE

# PARISH OF JEFFERSON 2010 ORIGINAL PROPERTY TAX NOTICE

## ATTENTION TAXPAYERS

- If your MORTGAGE COMPANY usually pays your tax through an ESCROW account, please FORWARD this tax notice to them.
- If you have sold this property, please forward this notice to the new owner.
- If you need to file a homestead exemption, change your mailing address, or have questions concerning your assessment, please contact the Assessor's Office at 504-362-4100.
- Taxes become due upon receipt of this notice and become delinquent December 31 of the taxable year. Interest at the rate of 1% per month or any part thereof plus cost will be added if delinquency occurs.
- If the NET ASSESSMENT/TAX amounts in the box to the right are zero (.00), your homestead exemption has covered the entire amount of millage-based tax. If no OTHER CHARGES are due, you are not required to pay any amount or return any portion of this notice.
- Please see the reverse side of this bill for additional information and the individual millage rates applied.

## PAYMENT LOCATIONS

IN PERSON:

Jefferson Parish General Government Building 200 Derbigny Street, Suite 1200, Gretna

DROP BOX

Jefferson Parish Sheriff's Office (CHECKS ONLY): 3300 Metairie Rd., 1st Floor, Metairie

Receipts are issued upon payment at the Gretna location only. If payment is via mail and a receipt is needed, please enclose a self-addressed stamped envelope with your payment.

## ONLINE PAYMENTS

WWW. DSO.COM (see e-services)

WARD & PARCEL 45- 0450000766 NOTICE NUMBER 56961

MUNICIPAL ADDRESS

FROM RIVER RD TO GRA

#### PROPERTY DESCRIPTION

67.44 ACRES IN SEC 6 T13S R23E 31/344 41/077

PROPERTY ASSESSED	ASSESSMENT	TAX
LAND BUILDING(S) PERSONAL PROPERTY	106780	
TOTAL ASSESSMENT / T LESS HOMESTEAD EXEMPT		12144.08
NET ASSESSMENT /TAX	106780	12144.08

OTHER CHARGES				

PREVIOUS BILLS OWED LESS PAYMENTS TO DATE	 .00
PAY THIS AMOUNT	\$ 12144.08

JEFFERSON PARISH SHERIFF-PROPERTY TAX 1233 West Bank Expressway Bldg. B, 5th Floor Harvey, LA 70058

THIS IS YOUR RECEIPT FOR YOUR PARISH TAXES PLEASE KEEP FOR YOUR RECORDS

DEPUTY boatwright ja

 YEAR
 PARCEL#
 NOTICE#
 TAX PAYER
 TAX
 INTEREST COST 0.00
 OTHER TOTAL PAID 0.00

 DATE DATE DATE
 DATE DATE DATE
 TAX PAYER ABSHIRE INVESTM 12,144.08
 12,144.08
 0.00
 0.00
 0.00
 12,144.08

 DATE PAID
 RECEIPT#
 CHECK#
 CHECK AMT
 CASH AMT
 CREDT CARD AMT
 TOTAL PAID

 12/28/2010
 12/333
 12,144.08
 0.00
 0.00
 12,144.08

# **REMITTER NAME & ADDRESS:**

ABSHIRE INVESTMENTS LLC 1700 CENTRAL BLVD HARVEY, LA 70058

\*\*\* PROPERTY DESCRIPTION \*\*\*

PARCEL NUMBER: 0450000766 67.44 ACRES IN SEC 6 T13S R23E 31/344 41/077

# CASH SALE BY UNION PACIFIC RAILROAD COMPANY TO

# ABSHIRE INVESTMENTS, L.L.C. AND EAST GROUP, L.L.C.

UNITED STATES OF AMERICA

UNITED STATES OF AMERICA

STATE OF NEBRASKA

STATE OF LOUISIANA

COUNTY OF DOUGLAS

PARISH OF JEFFERSON

BE IT KNOWN, that on the date(s) hereinafter set forth, before us, the undersigned Notaries Public duly commissioned, sworn and qualified in and for the jurisdictions hereinafter set forth, and in the presence of the witnesses hereinafter named and undersigned:

## PERSONALLY CAME AND APPEARED:

UNION PACIFIC RAILROAD COMPANY (TIN XX-XXX1323), a Delaware corporation, (hereinafter sometimes called "Vendor") herein represented by Tony K. Love, duly authorized as evidenced by Certificate of Assistant Secretary, attached hereto, and personally known to me to be Assistant Vice President-Real Estate of Union Pacific Railroad Company, who declared that he appears and acts herein for and in behalf and in the name of Union Pacific Railroad Company, whose mailing address is 1400 Douglas Street, MS 1690, Omaha, Nebraska 68179.

And who further declared that Union Pacific Railroad Company is well seized of and does by these presents grant, bargain, sell, convey, assign, transfer, set-over, abandon and deliver, under all lawful warranties and with substitution and subrogation in and to all its rights and actions of warranty against the claims of persons lawfully claiming by, through or under Vendor, and no further, but with any and all such warranties being limited to the return of the Appurchase price, unto

ABSHIRE INVESTMENTS, L.L.C. (TIN XX-XXX5465), a Louisiana limited liability Notes are company, herein represented by John F. Stumpf, its Manager, duly authorized as evidenced by The Appurchasing a fifty-percent (50%) interest),

and

EAST GROUP, L.L.C. (TIN XX-XXX0423), a Louisiana limited liability company, herein represented by James L. Butler, its Manager, duly authorized as evidenced by Certificate of Certifying Official attached hereto, whose mailing address is 2067 Paxton Street, Harvey, LA Appurchasing a fifty percent (50%) interest),

PAGE 17.17

EAST GROUP, L.L.C. (TIN XX-XXX0423), a Louisiana limited liability company, herein represented by James L. Butler, its Manager, duly authorized as evidenced by Certificate of Certifying Official attached hereto, whose mailing address is 2067 Paxton Street, Harvey, LA Appurchasing a fifty percent (50%) interest), and does by these presents grant, bargain, sell, convey, assign, transfer, set-over, abandon and deliver, under all lawful warranties and with substitution and subrogation in and to all its rights.

(hereinafter sometimes collectively called "Purchasers"), to be addressed at 1700 Central Avenue, Harvey, Louisiana 70058, purchasing for themselves, their successors and assigns, and acknowledging due delivery and possession thereof, all and singular, the real property described in **Exhibit A** attached hereto and hereby made a part hereof (the "Property").

EXCEPTING from this sale and conveyance and RESERVING unto Vendor, its successors and assigns, forever, the following:

- (a) all oil, gas, sulfur and other minerals and all mineral and royalty rights whatsoever in, on and under the Property, as well as the right to grant any and all oil, gas and mineral leases. Vendor shall receive all bonuses, rentals, royalties and other amounts payable under any such lease or leases. In the exercise of the rights so reserved, Vendor shall not have the right to lease, convey or otherwise affect the surface of the Property, but to the contrary shall provide therein that any assignee, purchaser or lessee shall not have the right to develop the said land by use of the surface thereof, but shall be limited to development by means of surface operations off the Property, including pooling or directional development; it being agreed that exploration, drilling, mining or production from any adjacent lands of Vendor, or inclusion of the Property, or any part thereof, in a unit on which such operations are conducted, shall be deemed exploration, drilling, mining or production from the entirety of the Property; and
- An existing eighteen inch (18") gas pipeline and appurtenant facilities, whether owned by Vendor or any third party, and a PERMANENT SERVITUDE upon, over, along, under and across the portion of the Property that lies five feet (5') on each side of the centerline of such existing gas pipeline and appurtenant facilities and described in Exhibit B, hereto attached and hereby made a part hereof (the "Pipeline Servitude Area"), for the purposes of constructing, maintaining, repairing, operating, renewing, replacing, using and/or removing gas pipelines and appurtenant facilities (whether now or hereafter installed, and including facilities which are the technological successor to any existing or hereafter installed facilities); together with (a) the right of ingress and egress to and from the Pipeline Servitude Area, and (b) the right to grant, at Vendor's sole discretion, sub-easements, licenses and any other interests in the Pipeline Servitude Area with respect to the servitude rights herein reserved, and to collect the rents, issues and profits therefrom, and from any existing contracts. In addition to and not in limitation of Vendor's rights under the foregoing reservation of servitude, Purchasers, for themselves, their successors and assigns, hereby covenant and agree that Purchasers shall not interfere in any manner with the rights of Vendor's Licensee under that certain Pipe Crossing Contract between Morgan's Louisiana and Texas Railroad and Steamship Co., as operated by Texas and New Orleans Railroad Company (predecessor in interest to Vendor) and Louisiana Power and Light Company dated March 26, 1928, as assigned by Louisiana Power and Light Company to Louisiana Gas Service Company on September 30, 1958, identified in the records of Vendor as Audit Number

S136769, and granting certain rights to said Licensee to use the Property for natural gas pipeline purposes.

# THIS SALE IS MADE AND ACCEPTED SUBJECT TO:

- (i) rights of others in possession,
- (ii) building lines, restrictions, conditions and easements of record,
- (iii) zoning laws or ordinances affecting the Property, if any,
- (iv) rights of others in connection with underground pipes, wires or conduits,
- rights of others in and to all utility lines and appurtenances located on or over the Property, and
- (vi) any prior reservation or conveyance, together with release of damages, of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under the Property.

# Covenants

The Property is conveyed by Vendor subject to the following covenants, conditions and restrictions, which Purchasers by the acceptance of this Cash Sale covenant for themselves, their successors and assigns, faithfully to keep, observe and perform:

(a) Fence Covenant. Purchasers, at their sole cost and expense, shall install, within ninety (90) days after the date of delivery of this Deed, and thereafter maintain until development of the Property a four-strand barbwire fence to prevent access to or encroachment on the railroad right-of-way of Vendor adjacent to the westerly boundary of the Property. Within ninety (90) days after commencement of development of the Property, but in no event later than five (5) years after the date of delivery of this Deed, Purchasers, at their sole cost and expense, shall install and thereafter maintain chain link fencing to replace the barbwire fencing. The chain link fencing must be of a design and type satisfactory to Vendor, and in compliance with applicable building codes. Purchasers shall submit the plans for the chain link fencing construction to:

Vice President-Engineering Management Union Pacific Railroad Company 1400 Douglas Street, Mail Stop 0910 Omaha, Nebraska 68179

# with copy of transmittal to:

Assistant Vice President-Real Estate Union Pacific Railroad Company 1400 Douglas Street, Mail Stop 1690 Omaha, Nebraska 68179 for review and approval. Vendor shall complete such review and make appropriate response to Purchasers within twenty (20) days after receipt of such plans by Vendor. Vendor shall not unreasonably withhold its approval of such plans. Such approval does not constitute a guarantee or warranty that such plans comply with applicable governmental laws, rules, regulations or ordinances, or that the fence as constructed will be structurally sound.

# (b) Railroad Proximity Covenant.

- (i) Purchasers acknowledge that the property abutting the westerly boundary line of the Property is dedicated and used for railroad purposes, that railroad operations may create noise, vibrations, emissions, fumes and odors twenty-four (24) hours a day, and that the amount, nature and intensity of railroad operations may increase or change (collectively, the "Permitted Effects"). Purchasers accept the Property subject to the existence of the Permitted Effects. By acceptance of the Property, Purchasers agree that, at Purchasers' sole cost and expense, as part of the development of the Property, Purchasers shall design and install and/or construct and thereafter maintain improvements to reduce or limit the Permitted Effects and to comply with all governmental requirements, if any, which may be imposed as a condition to the development and use of the Property because of the Permitted Effects.
- (ii) Purchasers shall not, and hereby waive all rights to, (A) institute legal proceedings against Vendor to reduce or lessen the Permitted Effects, and (B) directly or indirectly participate in petition drives, lobbying efforts or other activities seeking the enactment of federal, state or local laws or ordinances to reduce or lessen the Permitted Effects. Any party breaching such covenant shall reimburse Vendor for all costs incurred by Vendor to comply with any such orders, laws or ordinances, including, without limitation, attorney fees and court costs.
- (iii) If Purchasers sell or lease all or any portion of the Property, Purchasers shall require all purchasers and tenants to acknowledge the location of the railroad operations abutting the Property and the existence of the Permitted Effects, and to agree in writing, for the benefit of Vendor, to comply with the above covenants.
- (c) Restriction on Use. The Property must not be used for (i) residential, (ii) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers), (iii) educational or child-care facilities (including, without limitation, schools, kindergartens or day-care centers), or (iv) dirt borrow pit purposes.
- (d) <u>Covenants To Run With Land</u>. The foregoing covenants, conditions and restrictions shall run with the Property, the burdens of which will be binding on the successors and assigns of Purchasers, and the benefits of which will inure to the successors and assigns of Vendor. A breach of the foregoing covenants, conditions and restrictions, or the continuance thereof, may, at the option of Vendor, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings.
- (e) Anything contained herein to the contrary notwithstanding or by operation of law, Vendor waives any right of reverter or to rescind this sale that it has or may have for Purchasers' default of any of the covenants, restrictions or conditions herein above stated.

## UNION PACIFIC RAILROAD COMPANY JEFFERSON PARISH, LOUISIANA

#### EXHIBIT "A"

A PARCEL OF LAND SITUATE IN SECTION 6, TOWNSHIP 13 SOUTH, RANGE 23 EAST IN JEFFERSON PARISH, LOUISIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE TRACT 3B1 SECTIONS 6 AND 7 TOWNSHIP 13 SOUTH RANGE 23 EAST, JEFFERSON PARISH, LOUISIANA AS PER PLAN BY GERALD SWANSON DATED OCTOBER 23, 1980; THENCE MEASURE S 01 DEGREES 25' 25" E A DISTANCE OF 190.95' TO THE POINT OF BEGINNING; THENCE MEASURE SOUTH 01 DEGREES 25' 25" E A DISTANCE OF 283.91' TO A POINT; THENCE MEASURE N 88 DEGREES 34' 35" E A DISTANCE OF 800' TO A POINT; THENCE MEASURE S 01 DEGREES 25' 25" E A DISTANCE OF 1696.56' TO A POINT; THENCE MEASURE S 82 DEGREES 05' 32" W A DISTANCE OF 565.68 TO A POINT, THENCE MEASURE S 27 DEGREES 03'14" W A DISTANCE OF 1923.48' TO A POINT ON THE NORTH RIGHT OF WAY LINE OF HIGHWAY 18; THENCE MEASURE N 68 DEGREES 18' 45" W ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 1419.17' TO A POINT; THENCE MEASURE N 25 DEGREES 45' 45" E A DISTANCE OF 243.14' TO A POINT; THENCE MEASURE N 30 DEGREES 28' 8" E A DISTANCE OF 169.80' TO A POINT; THENCE MEASURE N 25 DEGREES 32' 30' E A DISTANCE OF 2746.70' TO A POINT; THENCE MEASURE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 682.74' A DISTANCE OF 680.66' TO THE POINT BEGINNING.

CONTAINING AN AREA OF 124.383 ACRES, MORE OR LESS.

OFFICE OF REAL ESTATE OMAHA, NEBRASKA NOVEMBER 07, 2008 FJF 0235313.DOC

# Union Pacific Railroad Company

# CERTIFICATE OF ASSISTANT SECRETARY

I, Barbara Holder, Assistant Secretary of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (the "Company"), do hereby certify that the sale by the Company of certain property situated in Jefferson Parish, State of Louisiana, described in that certain Cash Sale dated December 9, 2008 from the Company to Abshire Investments, L.L.C., a Louisiana limited liability company, and East Group, L.L.C., a Louisiana limited liability company (the "Buyers"), pursuant to that certain Purchase and Sale Agreement dated July 25, 2008 between the Company and Abshire II, LLC, a Louisiana limited liability company ("Abshire II"), as amended by Amendment dated August 8, 2008, Second Amendment dated on or about September 15, 2008, and Third Amendment dated October 16, 2008, and as assigned by Abshire II to the Buyers by Assignment of Purchase and Sale Agreement dated December \_\_\_\_\_, 2008, has been duly authorized in accordance with the By-Laws of the Company as amended on July 1, 2005 and the "Management Policy Statement Covering Capital Expenditures, Lease Commitments and Dispositions of Property" as amended by the Board of Directors of the Company on November 16, 2007, and that by general and specific delegations of authority pursuant thereto, Tony K. Love, as Assistant Vice President-Real Estate of the Company, J. Michael Hemmer, as Senior Vice President-Law and General Counsel of the Company, and Lawrence E. Wzorek, as Assistant Vice President-Law of the Company, or any of them, have been delegated the requisite authority on behalf of the Company to approve, execute and deliver any and all documents required to complete the transaction heretofore described.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of UNION PACIFIC RAILROAD COMPANY this 92 day of December, 2008.

(SEAL)

Assistant Secretary

# CERTIFICATE OF CERTIFYING OFFICIAL OF ABSHIRE INVESTMENTS, L.L.C.

I, John F Stumpf, Jr., pursuant to Article IV of the Articles of Organization of Abshire Investments, L.L.C. ("the Company"), am the certifying official of the Company and hereby certify that I, John F. Stumpf, Jr., as of the date hereof, am (1) the Manager of the Company, (2) authorized for and in the name of the Company to accept the assignment of the rights and assume the obligations, in whole or in part, alone or together with others, of the purchaser-assignor, under any agreement to purchase immovable, real property from any person, and (3) authorized for and in the name of the Company to purchase any immovable, real property or any interest therein from any person for such consideration and on such terms and conditions as I deem necessary and advisable.

John F. Stumpf, Jr., Manager and

Certifying Official of Abshire Investments, L.L.C.

Date: Docamber 9, 2008

# CERTIFICATE OF CERTIFYING OFFICIAL OF EAST GROUP, L.L.C.

I, James L. Butler, pursuant to Article 14 of the Articles of Organization of East Group, L.L.C. ("the Company"), am the certifying official of the Company and hereby certify that I, James L. Butler, as of the date hereof, am (1) the Manager of the Company, (2) authorized for and in the name of the Company to accept the assignment of the rights and assume the obligations, in whole or in part, alone or together with others, of the purchaser-assignor, under any agreement to purchase immovable, real property from any person, and (3) authorized for and in the name of the Company to purchase any immovable, real property or any interest therein from any person for such consideration and on such terms and conditions as I deem necessary and advisable.

Any and all acts hereinabove set forth which were heretofore taken by James L. Butler on behalf and/or in the name of the Company are ratified, confirmed and approved by the Company.

James L. Butler, Manager and

Certifying Official of East Group, L.L.C.

Date: December 11, 2008

# SOUTHERN ABSTRACTS, INC.

217 HUEY P. LONG AVENUE · GRETNA, LOUISIANA · 70053 (504) 361-0206

Harry Stumpf	65204
File Number	00204
The Number	Certificate Number

# PROPERTY TAX RESEARCH STATE OF LOUISIANA, PARISH OF JEFFERSON September 30, 2008

BY RESEARCH MADE THIS DAY ON REAL ESTATE SITUATED IN THE PARISH AND DESIGNATED AS:

67.44 ACRES IN SEC 6 T13S R23E

PARISH TAXES APPEAR AS FOLLOWS, VIZ:

CURRENT TAX STATUS

AMOUNT:

EXEMPT \$0.00

PAID \$ 2,640.92

DUE \$ 0.00

Year	Bill Number	Ward/ Section	Name		STATUS	
2007	57113	45	MISSOURI PACIFIC RAILROAD	See	Above Tax	Status
2006	56868	45	MISSOURI PACIFIC RAILROAD	Ex:	Due:	Paid: ☑
2005	56718	45	MISSOURI PACIFIC RAILROAD	Ex:	Due:	Paid: ☑
2004	56051	45	MISSOURI PACIFIC RAILROAD	Ex:	Due:	Paid: ☑

This property tax research is limited as to the above described property and as to the years and parties listed above and no further.

I hereby certify the above forgoing to be a true and correct statement of the tax rolls and files of the Office of the Tax Collector of the Parish of Jefferson.

BV

James B. Barkate, President Southern Abstracts, Inc.

# SOUTHERN ABSTRACTS, INC.

217 HUEY P. LONG AVENUE · GRETNA, LOUISIANA · 70053 (504) 361-0206

Harry Stumpf	
File Number	65205
	Certificate Number

# PROPERTY TAX RESEARCH STATE OF LOUISIANA, PARISH OF JEFFERSON September 30, 2008

BY RESEARCH MADE THIS DAY ON REAL ESTATE SITUATED IN THE PARISH AND DESIGNATED AS:

Pt of Tract 2-1 Sect's 6 & 7 T13S R23E CONTS APPROX 35.42 ACRES

# PARISH TAXES APPEAR AS FOLLOWS, VIZ:

CURRENT TAX STATUS

AMOUNT: EXEMPT \$ 0.00 PAID \$ 2,104.68 DUE \$ 0.00

Year	Bill Number	Ward/ Section	Name	STATUS
2007	57114	45	MISSOURI PACIFIC RAILROAD	See Above Tax Status
2006	56869	45	MISSOURI PACIFIC RAILROAD	Ex: Due: Paid:
2005	56719	45	MISSOURI PACIFIC RAILROAD	Ex: Due: Paid:
2004	56052	45	MISSOURI PACIFIC RAILROAD	Ex: Due: Paid:

This property tax research is limited as to the above described property and as to the years and parties listed above and no further.

I hereby certify the above forgoing to be a true and correct statement of the tax rolls and files of the Office of the Tax Collector of the Parish of Jefferson.

James B. Barkate, President

James B. Barkate, Presiden Southern Abstracts, Inc.

# SOUTHEL ABSTRACTS, INC.

217 HUEY P. LONG AVENUE · GRETNA, LOUISIANA · 70053 (504) 361-0206

	Certificate Number
File Number	65206
Harry Stumpf	

# PROPERTY TAX RESEARCH STATE OF LOUISIANA, PARISH OF JEFFERSON September 30, 2008

BY RESEARCH MADE THIS DAY ON REAL ESTATE SITUATED IN THE PARISH AND DESIGNATED AS:

259.0 acres in Sect's 6, 7 & 29, T13S LESS PT SOLD LESS 70.29 AC

# PARISH TAXES APPEAR AS FOLLOWS, VIZ:

CURRENT TAX STATUS

AMOUNT:

EXEMPT \$0.00

PAID \$ 3,682.59

DUE \$ 0.00

Year	Bill Number	Ward/ Section	Name	1	STATUS	
2007	57115	45	MISSOURI PACIFIC RAILROAD	See	Above Tax	
2006	56870	45	MISSOURI PACIFIC RAILROAD	Ex:	Due:	Paid:
2005	56720	45	MISSOURI PACIFIC RAILROAD	Ex:	Due:	Paid:
2004	56053	45	MISSOURI PACIFIC RAILROAD	Ex:	Due:	Paid: 🗹

This property tax research is limited as to the above described property and as to the years and parties listed above and no further.

I hereby certify the above forgoing to be a true and correct statement of the tax rolls and files of the Office of the Tax Collector of the Parish of Jefferson.

BY

James B. Barkate, President Southern Abstracts, Inc.

# SOUTHERN ABSTRACTS, INC.

217 HUEY P. LONG AVENUE · GRETNA, LOUISIANA · 70053 (504) 361-0206

The reamber	Certificate Number
File Number	65207
Harry Stumpf	w - esc.

# PROPERTY TAX RESEARCH STATE OF LOUISIANA, PARISH OF JEFFERSON September 30, 2008

BY RESEARCH MADE THIS DAY ON REAL ESTATE SITUATED IN THE PARISH AND DESIGNATED AS:

59.0 ACRES IN SEC 6,T13S,R23E

# PARISH TAXES APPEAR AS FOLLOWS, VIZ:

## CURRENT TAX STATUS

AMOUNT:

EXEMPT \$0.00

PAID \$ 3,505.82

DUE \$ 0.00

Year	Bill Number	Ward/ Section	Name	STATUS		
2007	57116	45	MISSOURI PACIFIC RAILROAD	See Above Tax Status		
2006	56871	45	MISSOURI PACIFIC RAILROAD	Ex: Due: Paid:		
2005	56721	45	MISSOURI PACIFIC RAILROAD	Ex: Due: Paid:		
2004	56054	45	MISSOURI PACIFIC RAILROAD	Ex: Due: Paid:		

This property tax research is limited as to the above described property and as to the years and parties listed above and no further.

I hereby certify the above forgoing to be a true and correct statement of the tax rolls and files of the Office of the Tax Collector of the Parish of Jefferson.

Y

James B. Barkate, President Southern Abstracts, Inc.

TO HAVE AND TO HOLD the Property unto the Purchasers, their successors and assigns, forever, subject to the reservations and conditions herein stated.

This sale is made and accepted for and in consideration of the price and sum of Two Million Two Thousand Five Hundred Sixty-Six and 30/100th Dollars (\$2,002,566.30) cash, which the Purchasers have well and truly paid to Vendor in ready and current money, receipt of which is hereby acknowledged by Vendor and full acquittance and discharge granted therefor.

The parties hereto waive the production of Mortgage, Conveyance, and tax research certificates and water, sewerage and paving lien certificates and hold me, Notary, harmless for their non-production and non-annexation to this act.

Vendor warrants and represents that all taxes in respect of the Property up to tax year 2007 have been paid and that Vendor shall pay the 2008 taxes (and Vendor shall indemnify, defend, and hold harmless Purchasers from same, including audit costs), and that taxes for the year 2008 shall be prorated between Purchasers and Vendor as of the date of delivery of this Cash Sale. Subject to the preceding sentence, Purchasers assume and agree to pay all taxes assessed and becoming a lien for the year 2009 and thereafter.

THUS DONE, SIGNED AND PASSED, in multiple originals, at my office in the City of Omaha, Douglas County, Nebraska, in the presence of Barbara Holder and Cindy Meyer, competent witnesses, who have hereunto signed their names, together with me, Notary, after due reading of the whole on this 9th day of December, 2008.

Witnesses:

UNION PACIFIC RAILROAD COMPANY, a Delaware corporation

Barbara Holder

By: Name:

Title: Assistant Vice President-Real Estate

Date:

My Commission Expires:

GENERAL NOTARY - State of Nebraska MAUREEN FONG HINNERS My Comm. Exp. Dec. 5, 2011

Jefferson Parish, Louisiana, in the KERRILYNN RELLE, competen	AND PASSED, in multiple originals, at my office in presence of <u>hark Schouest</u> and t witnesses, who have hereunto signed their names, g of the whole on this //day of December, 2008.
ACCEPTED:	<u> </u>
Witnesses:	ABSHIRE INVESTMENTS, L.L.C., a Louisiana limited liability company
Dora Schouest  DORA SCHOUEST  KERRILANN REILE  Harry C.S.  My Commit	By John F. Stumpf, Jr.,  Title: Manager  Stumpf, Notary Public Vission Expires at death
ACCEPTED:	
KERRILVI RELLE, competent	ND PASSED, in multiple originals, at my office in presence of DORA SCHOUEST and witnesses, who have hereunto signed their names, of the whole on this day of December, 2008.
ACCEPTED:	
Witnesses:	EAST GROUP, L.L.C., a Louisiana limited liability company
DORA SCHOUGET	By: James L. Butler Title: Manager
Kerelynn (Selle Kerelynn Relle)	A A Decision of the second of
	impf, Notary Publico
My Commiss	sion Expires at death

# OWNER'S POLICY OF TITLE INSURANCE

# Issued by Commonwealth Land Title Insurance Company



Commonwealth Land Title Insurance Company is a member of the LandAmerica family of title insurance underwriters.

**POLICY NUMBER** E14-0013767

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

**COVERED RISKS** 

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Nebraska corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

Title being vested other than as stated in Schedule A.

Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from

A defect in the Title caused by

forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;

failure of any person or Entity to have authorized a transfer or conveyance;

a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;

(iv) failure to perform those acts necessary to create a document by electronic means authorized by law;

a document executed under a falsified, expired, or otherwise invalid power of attorney;

a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or (vii) a defective judicial or administrative proceeding.

The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.

Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.

Unmarketable Title.

No right of access to and from the Land.

The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

the occupancy, use, or enjoyment of the Land;

the character, dimensions, or location of any improvement erected on the Land;

the subdivision of land; or

environmental protection

- if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
- An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that 7.
- The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.

Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

Title being vested other than as stated in Schedule A or being defective

- as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights
- because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records

to be timely, or

to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to

IN WITNESS WHEREOF, the Company has caused this Policy to be signed with the facsimile signatures of its President and Secretary and

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest:



By: Phrodone I Chandle h

President

## **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

(a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

(i) the occupancy, use, or enjoyment of the Land;

(ii) the character, dimensions, or location of any improvement erected on the Land;

(iii) the subdivision of land; or(iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters

(a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

resulting in no loss or damage to the Insured Claimant;

 (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is

a fraudulent conveyance or fraudulent transfer; or

(b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

#### CONDITIONS

#### 1 DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11.of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured.

(2) if the grantee wholly owns the

named Insured,

- an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
- (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic

means authorized by law.

- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice the Company's

# SCHEDULE A - OWNER'S TITLE INSURANCE POLICY

# Issued by Commonwealth Land Title Insurance Company



Commonwealth Land Title Insurance Company is a member of the LandAmerica family of title insurance underwriters.

Name and Address of Title Insurance Company:

	insurance	Piremium	Fees	Date of Policy	Policy Numb
08-352	\$ 2,002,566.30	\$ 7,153.30	\$ NONE	December 17, 2008 at 4:00 P. M.	E14-0013767

Address Reference: NONE

1. Name of Insured:

Abshire Investments, L.L.C. (50% interest)

East Group, L.L.C. (50% interest)

- 2. The estate or interest in the Land that is insured by this policy is: Fee Simple
- 3. Title is vested in:

Abshire Investments, L.L.C. (50% interest)

East Group, L.L.C. (50% interest)

The Land referred to in this Policy is described as follows: 4.

A portion of that certain parcel of ground designated as Tract 2-1, Section 6, Township 13 South, Range 23 East, Jefferson Parish, Louisiana, on a plat of survey of a resubdivision of Tract 2, Sections 6 and 7, Township 13 South, Range 23 East, Jefferson Parish, Louisiana, into Tract 2-1, and Parcels B and C made by Gerald W. Swanson, R. L S, dated November 17, 1980, approved by the Jefferson Parish Council Ordinance No. 14579 on December 17, 1980, registered in COB 995 folio 861, entry no. 951277 on December 31, 1980, in the conveyance records of the Clerk of Court and Ex-Officio Registrar of Conveyances, Jefferson Parish, Louisiana. And in accordance with a plat of Resubdivision of a Portion of Tract 2-1 into Tracts 2-1-A and 2-1-B Union Pacific Railroad Property, Section 6, T13S, R23E, Jefferson Parish, Louisiana, made by Dading, Marques & Associates, Surveyors, dated 10-14-08, the property is shown and designated as Tract

(See Schedule A, Paragraph 4 Continued on next page)

Countersigned:

ALTA Owners Policy-LA Schedule A (06/17/06)

Form 1190-AC22

This Policy valid only if Schedules A and B are attached.

# SCHEDULE A (continued) - OWNER'S TITLE INSURANCE POLICY



Commonwealth Land Title Insurance Company is a member of the LandAmerica family of title insurance underwriters.

68-352

E14-0013767

# Schedule A - Paragraph 4 Continued

COMMENCING AT THE NORTHWEST CORNER OF THE TRACT 3B1 SECTIONS 6 AND 7 TOWNSHIP 13 SOUTH RANGE 23 EAST, JEFFERSON PARISH, LOUISIANA AS PER PLAN BY GERALD SWANSON DATED OCTOBER 23, 1980; THENCE MEASURE S 01 DEGREES 25' 25" E A DISTANCE OF 190.95' TO THE POINT OF BEGINNING; THENCE MEASURE SOUTH 01 DEGREES 25' 25" E A DISTANCE OF 283.91' TO A POINT; THENCE MEASURE N 88 DEGREES 34''35" E A DISTANCE OF 800' TO A POINT; THENCE MEASURE S 01 DEGREES 25' 25" E A DISTANCE OF 1696.56' TO A PONT; THENCE MEASURE S 82 DEGREES 05' 32" W A DISTANCE OF 565.68 TO A POINT, THENCE MEASURE OF 1923.48' TO A POINT ON THE NORTH RIGHT OF WAY LINE OF HIGHWAY 18; THENCE MEASURE N 68 DEGREES 18' 45" W ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 1419.17' TO A POINT; THENCE MEASURE N 25 DEGREES 45' 45" E A DISTANCE OF 243.14' TO A PONT; THENCE MEASURE N 30 DEGREES 28' 8" E A DISTANCE OF 169.80' TO A PONT; THENCE MEASURE N 25 DEGREES 45' 45" TO A POINT; THENCE MEASURE N 25 DEGREES 32' 30' E A DISTANCE OF 2746.70' TO A POINT; THENCE MEASURE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 682.74' A DISTANCE OF 680.66' TO THE POINT BEGINNING.

CONTAINING AN AREA OF 124.383 ACRES, MORE OR LESS.

# SCHEDULE B - OWNER'S TITLE INSURANCE POLICY



Commonwealth Land Title Insurance Company is a member of the LandAmerica family of title insurance underwriters.





# **EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- Rights or claims of parties in possession not shown by the public records. 1.
- Encroachments, overlaps, boundary line disputes, or other matters which would be 2. disclosed by an accurate survey and inspection of the premises.
- 3. Easements or claims of easements, not shown by the public records.
- Any lien or right to a lien, for services, labor, or material heretofore or hereafter furnished, 4. imposed by law and not shown by the public records. 5.
- Taxes or special assessments which are not shown as existing liens by the public
  - (Note: Item No. 2 above is hereby deleted)
- Easements, servitudes, rights of way, pipeline license agreement, pipeline crossing 6. agreement and fence encroachment shown or referred to on plat of resubdivision of Tract 2-1 into Tracts 2-1-A and 2-1-B made by Dading, Marques & Associates, dated 10-14-08. 7.
- Bond Mortgage recorded in Bond Mortgage Book 3, page 571 and Supplemental Indenture recorded in MOB 780, folio 77, Jefferson Parish, Louisiana. 8.
- The lack of a resubdivision of the property designated and denominated as a particular parcel on a plat of survey made by a Louisiana registered surveyor approved in accordance with the laws and ordinances of the State of Louisiana and the Parish of 9.
- Memorandum of Oil and Gas Lease by and between Union Pacific Railroad Company and Felice Exploration, LLC registered in MLB 137 folio 663, entry no. 10150368.of an Oil and Gas Lease by Union Pacific Railroad Company to Felice Exploration, L.L.C. dated 10.
- Title to all oil, gas and other minerals and all mineral rights or the rights of others thereto.

liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

#### 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

#### 5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so

diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

## 6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, emails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the

Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

 OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than

the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

## 8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or

damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as

insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

#### 9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

#### REDUCTION OF INSURANCE; REDUCTION TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

#### 11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

#### 12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

# 13. RIGHTS OF RÉCOVERY UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered

The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

## 14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other

controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction. (NOT VALID IN THE STATE OF LOUISIANA)

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole,

Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be

restricted to this policy.

Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or

expressly incorporated by Schedule A of this policy.

Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

#### 16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

#### 17. CHOICE OF LAW: FORUM

Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

#### 18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at: Consumer Affairs Department PO Box 27567 Richmond, Virginia 23261-7567.

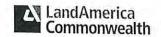
## THANK YOU.

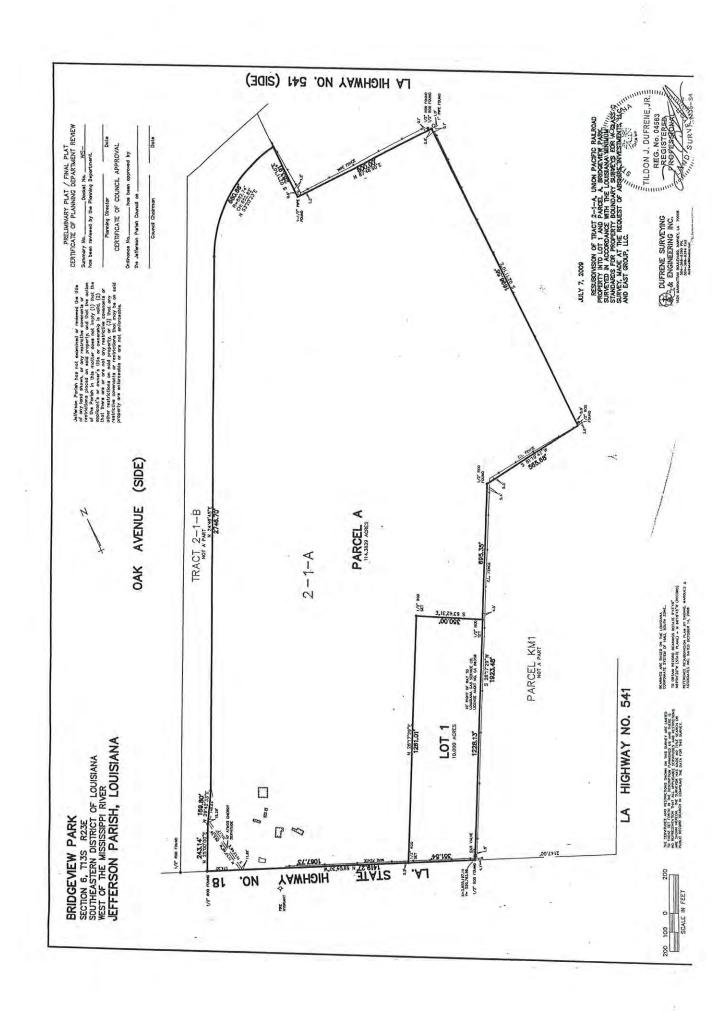
Title insurance provides for the protection of your real estate investment. We suggest you keep this policy in a safe place where it can be readily available for future reference. If you have questions about title insurance or the coverage provided by this policy, contact the office that issued this policy, or you may call or write:

Commonwealth Land Title Insurance Company Consumer Affairs P.O. Box 27567 Richmond, Virginia 23261-7567 telephone, toll free: 800 446-7086 web: www.landam.com

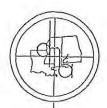
We thank you for choosing to do business with Commonwealth Land Title Insurance Company, and look forward to meeting your future title insurance needs.

Commonwealth Land Title Insurance Company is a member of the LandAmerica family of title insurance underwriters.





# **EXHIBIT B**



Dading, Marques & Associates, Inc.

P.O. BOX 790 METAIRIE, LA 70004 (504) 834-0200 FAX (504) 834-0287

10' ATMOS ENTERGY CORPORATION SERVITUDE

ONE CERTAIN PORTION OF GROUND SITUATED IN THE STATE OF LOUISIANA, PARISH OF JEFFERSON, SECTION 6 T13S, R23E, BEING A PORTION OF TRACT 2-1-A ALL AS PER PLAT OF RESUBDIVISION BY DADING MARQUES AND ASSOCIATES, INC., DATED 10-14-08 REVISED 12-8-08 AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT 3B1, SECTION 6 & 7 T13S, R23E, JEFFERSON PARISH, LOUSIANA, AS PER PLAN BY GERLAD SWASON, DATED OCTOBER 23, 1980, THENCE MEASURE S 01 DEGREES 25'25"E A DISTANCE OF 190.95" TO A POINT, THENCE MEASURE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 682.74' A DISTANCE OF 680.66' TO A POINT, THENCE MEASURE S 25 DEGREES 32'30"W A DISTANCE OF 2746.70' TO A POINT, THENCE MEASURE S 30 DEGREES 28'18"W A DISTANCE OF 148.65' TO THE POINT OF BEGINNING, THENCE MEASURE S 10 DEGREES 28'03"E A DISTANCE OF 311.17' TO A POINT ON THE NORTH RIGHT OF WAY LINE OF LA HIGHWAY 18, THENCE MEASURE ALONG SAID HIGHWAY RIGHT OF WAY LINE N 68 DEGREES 18'45"W A DISTANCE OF 11.81' TO A POINT, THENCE MEASURE N 10 DEGREES 28'03"W A DISTANCE OF 293.35', TO A POINT, THENCE N 30 DEGREES 28'18" E A DISTANCE OF 15.26' TO THE POINT OF BEGINNING.



