

**ACT OF DEDICATION**

**BY**

**Sealy FRLA Land, L.L.C.**

**BE IT KNOWN**, that on the dates indicated below, but effective as of the last date of execution of this instrument by the undersigned,

**BEFORE ME**, the undersigned Notary Public, duly commissioned and qualified, in and for the Parish/County and State indicated below and in the presence of the undersigned witnesses,

**PERSONALLY CAME AND APPEARED:**

**SEALY FRLA Land, L.L.C. ("Sealy")**, a Georgia limited liability company whose mailing address is c/o Sealy & Company, 333 Texas Street, Shreveport, Louisiana 71101, and Tax Identification Number is 58-2629975, represented by Mark P. Sealy, its duly authorized managing member, as set forth on the written consent of Sealy's members and managers attached hereto,

who did say, declare and agree as follows:

**1.** Sealy is the owner of a certain tract of real property situated in the State of Louisiana, Parish of St. Charles, in that part thereof known as James Business Park Expansion, Extension No. 2, comprising a portion of James Drive East between Lots 5-A and 5-B of Square 7B (the "Road Extension Property"). The Road Extension Property consists of an area comprising approximately 0.5956 acres as shown on a plat of resubdivision by Krebs, LaSalle, LeMieux Consultants, Inc., Job No. 400 0073, dated November 13, 2000, approved by the Parish of St. Charles on December 13, 2000 and registered in COB 579, folio 600, on December 18, 2000, a copy of which plat is attached hereto (the "Resubdivision Plat"). The Road Extension Property is more fully described as follows:

A certain piece or portion of ground situated in Section 39, Township 12 South, Range 9 East, Parish of St. Charles, State of Louisiana, in that part known as James Business Park Expansion, designated as James Drive East and described in accordance with the Resubdivision Plat as follows:

Commence at the northwesterly corner of Lot 2, Square 9, James Business Park Ext. No. 2;

Thence, along the easterly right of way line of James Drive East, N00°11'00" W a distance of 1165.15' to a point, the point of beginning;

Thence, S64°34'00" W a distance of 55.28' to a point on the westerly right of way line of James Drive East;

Thence along said westerly line N00°11'00" W a distance of 346.10' to the point of curvature;

Thence continue along said westerly line, around the arc of a curve to the right, having a radius of 60.00', an arc length of 269.30', a chord bearing of S51°36'11" E and a chord distance of 93.81' to the point of reverse curvature on the easterly right of way line of James Drive East;

Thence continue along said easterly line, around the arc of a curve to the left, having a radius of 30.00', an arc length of 40.40', a chord bearing of S38°23'49" W and a chord distance of 37.42' to the point of tangency;

Thence continue along said easterly line, S00°11'00" E a distance of 234.77' to the point of beginning.

2. Sealy acquired the Roadway Property by Act of Cash Sale by FI Development Services, L.P. unto Sealy, dated June 27, 2001 and recorded in the records of St. Charles Parish on June 29, 2001 at COB 587, folio 786.

3. As depicted on the Resubdivision Plat, Sealy has caused to be constructed an extension of the street known as James Drive East on the Road Extension Property.

4. Under the covenants, conditions and stipulations hereinafter recited, Sealy does hereby dedicate the Road Extension Property in fee ownership unto and in favor of the Parish of St. Charles, for use as a public street by the inhabitants of the Parish of St. Charles and the public in general.

5. The aforesaid dedication is subject to all of the following terms and conditions:

- a. Sealy does hereby reserve all rights of ownership in and to all of the oil, gas and other minerals in, on and under the property covered and affected by the Road Extension Property, provided however that no part of the surface of the property covered and affected by the Road Extension Property shall be used for the exploration, development or production of minerals, and further provided that building restrictions exist on the property adjacent to the Road Extension Property prohibiting the use of any part of the surface of said property for the exploration, development or production of minerals.
- b. The dedication of the Road Extension Property is made by Sealy without any warranty whatsoever except as provided herein.
- c. By its acceptance of this dedication, St. Charles Parish binds and obligates itself not to use any of the Road Extension Property in any manner which would be inconsistent with or detrimental to use as a public street.
- d. This dedication is conditioned upon St. Charles Parish maintaining and policing the Road Extension Property dedicated herein and any utility and drainage facilities located therein.
- e. The dedication made herein is made subject to any existing servitudes affecting the Road Extension Property, such as, by way of illustration without limitation, utility and drainage servitudes.
- f. Sealy warrants that the dedication of the Road Extension Property is free of any liens and/or encumbrances, except for those servitudes referenced in subsection (e) above.
- g. The dedication made herein shall inure to the benefit of the St. Charles Parish Council or any successor governmental body of St. Charles Parish, which shall be bound by all of the terms and conditions hereof.

AND NOW, to these presents, personally came and intervened:

ST. CHARLES PARISH, herein appearing by and through Albert D. Laque, Parish President, duly authorized by virtue of Ordinance No. 02-1-13 of the St. Charles Parish Council adopted on January 22, 2002, a copy of which is annexed

hereto and made part hereof, and said St. Charles Parish does hereby accept, approve and ratify the herein dedication and grant under all of the terms and conditions as set forth above, and also does hereby acknowledge that the construction of the extension of James Drive East within the Road Extension Property as dedicated herein and any appurtenant work related thereto has been satisfactorily completed in accordance with all standards and requirements, and St. Charles Parish does hereby accept the Road Extension Property and any utility and drainage facilities therein and assumes the maintenance thereof.

**[SIGNATURE PAGES TO FOLLOW]**

THUS DONE AND PASSED by Sealy FRLA Land, L.L.C. on the 7<sup>th</sup> day  
of January, 2002, in the Parish/County of  
Cade, State of Louisiana, before me, the  
undersigned Notary Public, duly commissioned and qualified in and for said Parish/County and State,  
and in the presence of the undersigned competent witnesses, who have signed after due reading of  
the whole.

Witnesses:

Sealy FRLA Land, L.L.C., a Georgia  
limited liability company

Pamela Wood

By: Mark P. Sealy  
Mark P. Sealy  
Its: Managing Member

Theresa Grapp

Carla A. Durfee  
NOTARY PUBLIC  
CARLA DURFEE, NOTARY PUBLIC  
BOSSIER PARISH, LOUISIANA  
MY COMMISSION IS FOR LIFE

Seal

My Commission Expires: at death

THUS DONE AND PASSED by St. Charles Parish on the 24 day of January 2012 in the Parish of St. Charles, State of Louisiana, before me, the undersigned Notary Public, duly commissioned and qualified in and for said Parish and State, and in the presence of the undersigned competent witnesses, who have signed with St. Charles Parish after due reading of the whole.

WITNESSES:

PARISH OF ST. CHARLES

Valarie Berthelet

By: Albert D. Laque  
Albert D. Laque  
Parish President

Sandra L. Mequez

Lina V. Bouquie  
NOTARY PUBLIC