



**ABSTRACT OF TITLE OF PROPERTY OWNED BY:**

EASTGROUP PROPERTIES, L.P.

**DESCRIBED AS:**

LOT 7-A OF RIVERBEND BUSINESS PARK SUBDIVISION  
BEING A PORTION OF THE UPPER PORTION OF FAIRVIEW  
PLANTATION

**SITUATED IN:**

SECTION 39, TOWNSHIP 12 SOUTH, RANGE 9 EAST.

THE PARISH OF ST. CHARLES IN THE SOUTHEASTERN  
DISTRICT OF THE STATE OF LOUISIANA, EAST OF THE  
MISSISSIPPI RIVER

**Prepared for:** St. Charles Parish  
**Prepared by:** Donovan Hobdy  
GCR Incorporated  
**Date:** October 3, 2014



## **ABSTRACT OF TITLE**

**Owner:** Eastgroup Properties, L.P.  
190 E. Capital St., Suite 400  
Jackson, MS 39201

**Acquisition:** Being the same property acquired by Eastgroup Properties, L.P.  
from The Prudential Insurance Company of America by Act of  
Cash Sale dated September 22, 1997, recorded September 25,  
1997 in COB 527, Folio 341, Entry #214395

Indexing beginning on February 13, 1980

Indexing through and including September 23, 2014

### **Assessment Information:**

2013

Ward: 5

Tax Bill #51485

Assessment: 12,128

Taxes Paid: \$1373.87

Date Paid: 12/19/13

2012

Ward: 5

Tax Bill #51481

Assessment: 12128

Taxes Paid: \$1376.66

Date Paid: 12/27/12

2011

Ward: 5

Tax Bill #51475

Assessment: 12,128

Taxes Paid: \$1388.17

Date Paid: 12/20/11



## LEGAL DESCRIPTION

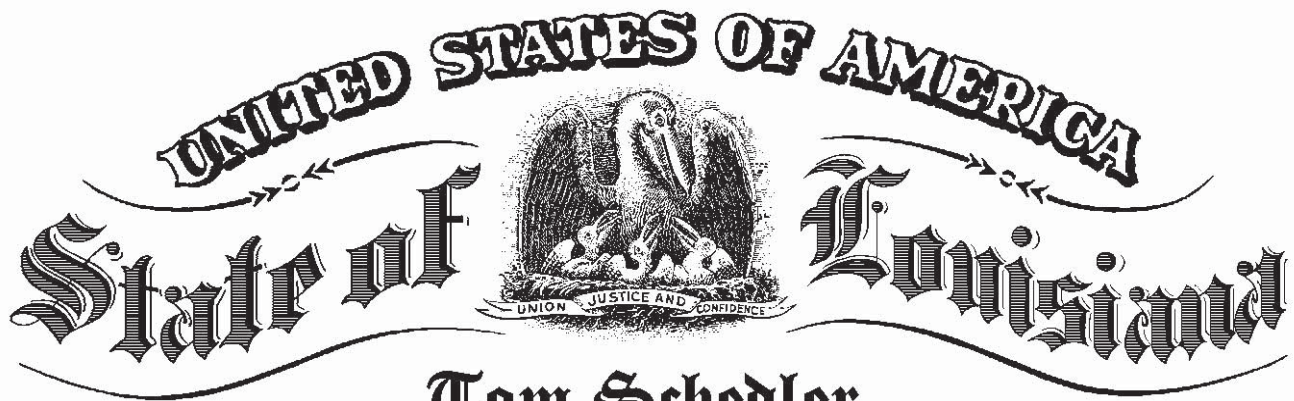
**A CERTAIN PIECE OR PORTION OF GROUND**, together with all the buildings and improvement thereon, **situated Section 39, Township 12 South, Range 9 East in the Parish of St. Charles, State of Louisiana**, in that area known as **Riverbend Business Park and identified as Lot 7-A** on a plan of resubdivision of Gerald W. Swanson, Land surveyor, dated March 28, 1989, approved by the St. Charles Parish Council on April 21, 1989 filed on April 25, 1989 in Cob 404, Folio 519, and in accordance with a plan of survey of Krebs, LaSalle, LeMieux Consultants, Inc., Job No. 9701261, File No. G-73-003-60, dated February 26, 1997 (the "Lot 7-A Survey"), Lot 7-A is more particularly described as follows:

Begin at the intersection of the easterly right of way line of Riverbend Boulevard and the northerly right of way line of Y.&M.V. Railroad, thence along the easterly right of way line of Riverbend Boulevard along a curve to the left, with a radius of 193.42 feet, an arc length of 118.17 feet, a chord of N 73° 40' 08" W, a chord length of 116.35 feet, to a reverse curve;

Thence along a curve to the right having a radius of 125.40 feet, an arc length of 162.20 feet, a chord of N 54° 07' 02" W, a chord length of 151.13 feet to a point on the line common to Lots 7-A and 7-B;

Thence S 25° 02' 00" E a distance of 148.69 feet to a point on the northerly right of way line of Y.&M.V. Railroad;

Thence S 64° 58' 00" W a distance of 269.65 feet to the point of beginning



**Tom Schedler**  
SECRETARY OF STATE

*As Secretary of State, of the State of Louisiana, I do hereby Certify that*  
the attached document(s) of

**EASTGROUP PROPERTIES, L.P.**

are true and correct and are filed in the Louisiana Secretary of State's Office.

34571386L	FOREIGN PARTN	ORIGF	9/12/1997	2 page(s)
36015549	FOREIGN PARTN	12308	1/29/2008	2 page(s)
41644717	FOREIGN PARTN	14 AR	9/18/2014	1 page(s)

In testimony whereof, I have hereunto set my  
hand and caused the Seal of my Office to be  
affixed at the City of Baton Rouge on,

October 6, 2014

*Secretary of State*

WEB 34571386L



Certificate ID: 10534176#ULJ62

To validate this certificate, visit the following  
web site, go to **Commercial Division**,  
**Certificate Validation**, then follow the  
instructions displayed.

[www.sos.louisiana.gov](http://www.sos.louisiana.gov)



W. Fox McKeithen  
Secretary of State



# STATEMENT AND AFFIDAVIT OF REGISTRATION OF FOREIGN PARTNERSHIP

(R.S. 9:3422)

Foreign Partnership  
Enclose \$125.00 filing fee  
Make remittance payable to  
Secretary of State  
Do not send cash

Return to: Corporations Division  
P.O. Box 94125  
Baton Rouge, LA 70804-9125  
Phone (504) 925-4704

CHECK ONE: (x) Original Filing ( ) Amendment

Current Name of Partnership: EASTGROUP PROPERTIES, L.P.

Previous Name of Partnership: n/a

Organized under the laws of: Delaware

State, Country, Territory, Province or Commonwealth

EastGroup Properties, L.P. 300 One Jackson Place, 188 East Capitol Street, Jackson, Mississippi 39201

Municipal address of principal place of business outside Louisiana

CT Corporation System,

8550 United Plaza Boulevard, Baton Rouge, Louisiana 70809

Municipal address of principal place of business in Louisiana

CT CORPORATION SYSTEM,

8550 United Plaza Boulevard, Baton Rouge, Louisiana 70809

Name and municipal address of agent for service of process who must reside in Louisiana

see attached addendum

Name and municipal address of at least one general partner who gives consent under R. S. 9:3424

Does the partnership intend to own immovable property in Louisiana in the partnership name?

(x) Yes ( ) No

Are any of the partners to have limited liability recognized in Louisiana?

(x) Yes ( ) No

The Partnership federal tax identification number: 72 - 1368281

Before me, undersigned Notary in and for Mississippi Hinds personally  
State Parish/County

came and appeared Keith McKey who after being duly sworn, did depose and say that he is a general partner in the above named partnership, that the information stated herein is true and correct and that he has the authority to certify the information in this statement.

Keith McKey, CFO  
of EastGroup Properties General Partner  
Signature of General Partner

Leigh Ann Howell  
Notary  
Date 9-8-97  
Leigh Ann Howell  
Notary Public State of Mississippi At Large  
My Commission Expires: September 3, 2000

Pursuant to R.S. 9:3422 the articles of partnership/amendment shall not be filed with the registration statement. However, by registering the partnership, the partnership agrees to furnish a true copy of its articles of partnership to the Secretary of State upon being requested of his written request.

**ADDENDUM  
TO  
STATEMENT AND AFFIDAVIT  
OF  
REGISTRATION OF FOREIGN LIMITED PARTNERSHIP**

**The municipal address of the general partner of EastGroup Properties, L.P. is:**

**EastGroup Properties General Partners, Inc.  
300 One Jackson Place  
188 East Capitol Street  
Jackson, Mississippi 39201**

NOTICE OF NEW ADDRESS OF REGISTERED  
AGENT FOR SERVICE OF PROCESS

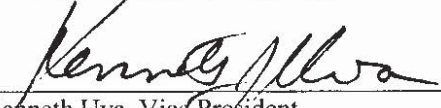
Notice is hereby given pursuant to Louisiana R.S. Title 12:104; 308; 236;1308; 1350 and 9:3432; 9:3422; 9:3401 of the new address of C T Corporation System in the State of Louisiana where process may be served for the domestic and foreign profit corporations, non profit corporations, limited liability companies and limited partnerships represented by C T Corporation System as shown on the records of the Secretary of State.

The agent for service of process, C T Corporation System, was formerly located at: 8550 United Plaza Blvd., Baton Rouge, Louisiana 70809. The new address for the said agent for service of process is: 5615 Corporate Blvd, Suite 400B, Baton Rouge, Louisiana 70808.

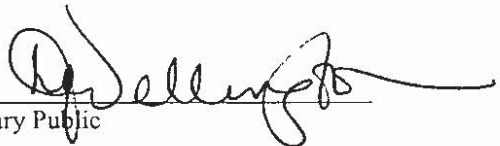
Please record the change of registered address for the entities shown on the record of the Secretary of State as being represented by C T Corporation System, as the registered agent. The list of entities is attached to this notice. These entities may now be served at the new address of the agent for service of process as set forth above as of the date of this document is received and filed with the Secretary of State of Louisiana.

I, Kenneth Uva, Vice President of C T Corporation System, hereby declare the contents of this Notice true to the best of my knowledge and belief as of this 28<sup>th</sup> day of January, 2008.

C T CORPORATION SYSTEM

  
Kenneth Uva, Vice President

Sworn to and subscribed before me, the undersigned Notary Public on this date: January 28, 2008.

  
Notary Public

LAUREL JEAN WELLINGTON  
Notary Public, State of New York  
No 01WE6035039  
Qualified in Kings County  
Certificate Filed in New York County  
Commission Expires Dec. 20, 2009

**JAY DARDENNE**  
**SECRETARY OF STATE**

STATE OF LOUISIANA  
SECRETARY OF STATE



**COMMERCIAL DIVISION**

**Uniform Commercial Code**  
225.925.4704

**Fax**  
225-922-0452

**Administrative Services**  
225.925.4704

**Fax**  
225-925.4726

**Corporations**  
225.925.4704

**Fax**  
225-922-0435

This letter serves as certification that on or about January 29, 2008, our office created a list of the companies for which C T Corporation System serves as registered agent. As per the instructions on the previous page, referred to as Amendment 36015549, we have taken appropriate action to change this registered agent address for all of the clients of C T Corporation System.

Sincerely,

*Carla Bonaventure*

Carla Bonaventure  
Commercial Division Administrator





Tom Schedler  
Secretary of State

FOREIGN PARTNERSHIP  
ANNUAL REPORT  
For Period Ending  
9/12/2014



Mailing Address Only (INDICATE CHANGES TO THIS ADDRESS IN THIS BOX)

34571386 L  
EASTGROUP PROPERTIES, L.P.  
  
190 E. CAPITOL ST., SUITE 400  
JACKSON, MS 39201

1

(INDICATE CHANGES TO THIS ADDRESS IN THIS BOX)

Principal Place of Business Outside Louisiana  
(Do not use P. O. Box)  
190 E. CAPITOL ST., SUITE 400  
JACKSON, MS 39201

Federal Tax ID Number

Our records indicate the following registered agents for the partnership. Indicate any changes or deletions below. The registered agent must have a Louisiana address. Do not use a P.O. Box.

C T CORPORATION SYSTEM  
5615 CORPORATE BLVD., STE. 400B BATON ROUGE, LA 70808

Our records indicate the following municipal address of the principal place of business for the partnership in Louisiana. Indicate and changes below. Do not use a P. O. Box.

5615 CORPORATE BLVD., STE. 400B  
  
BATON ROUGE, LA 70808

List the name and municipal address of the partner signing below. Do not use a P. O. Box.

The filing of a false public record, with the knowledge of its falsity, is a crime, subjecting the filer to the fine or imprisonment or both under R.S. 14:133.

SIGN →	To be signed by the partner N. KEITH MCKEY (SIGNED ELECTRONICALLY)	Title	Phone	Date 09/18/2014
	Signee's address	Email Address wendi.powers@eastgroup.net		(For Office Use Only)
Enclose filing fee of \$30.00 Make remittance payable to Secretary of State Do Not Send Cash Do Not Staple web site: <a href="http://www.sos.louisiana.gov">www.sos.louisiana.gov</a> <b>DO NOT STAPLE</b>				Return by: 9/12/2014 To: <b>Commercial Division</b> <b>P. O. Box 94125</b> <b>Baton Rouge, LA 70804-9125</b> <b>Phone (225) 925-4704</b>
				1

UNSIGNED REPORTS WILL BE RETURNED

St. Charles Parish Assessor

Current Assessment Listing

Parcel#

5518000007-A

Primary Owner

EASTGROUP PROPERTIES L.P., A

Mailing Address

300 ONE JACKSON PLACE  
188 EAST CAPITAL ST.  
JACKSON MS 39201

Ward

5

Type

REAL

Legal

LOT 7-A, BEING RESUBD. OF LOT 7, FAIRVIEW PLTN., RIVERBEND  
BUSINESS PARK

Physical Address

188 EAST CAPITAL ST.

Parcel Items

Property Class	Assessed Value	Units	Homestead
COMMERCIAL LAND	12,128	1.47	0
TOTAL	12,128	1.47	0

Deeds

Deed#	Type	Date	Amount	Book	Page
		9/25/1997	12,072,621.00	527	341
	Resubd.	4/25/1989	0.00	404	519
		1/28/1983	589,371.00	293	193
		2/13/1980	2,523,000.00	242	124
	Resubd.	1/1/1900	0.00	315	394

Ownership History

Homestead?	Name	Primary?	% Ownership	% Tax	From	To
NO	EASTGROUP PROPERTIES L.P., A	YES	100.0000	100.0000	9/25/1997	
NO	300 ONE JACKSON PLACE	NO	0.0000	0.0000	9/25/1997	
NO	-	YES	100.0000	100.0000	4/25/1989	9/25/1997
NO	-	YES	100.0000	100.0000	1/28/1983	4/25/1989
NO	-	YES	100.0000	100.0000	2/13/1980	1/28/1983
NO	-	YES	100.0000	100.0000	1/1/1900	2/13/1980
NO	-	YES	100.0000	100.0000	1/1/1900	

Locations

Subdivision	Block	Lot	Section	Township	Range	Tract
FAIRVIEW PLTN. OR SUBD. (OAKLA		7-A				

OFFICE OF THE SHERIFF  
St. Charles Parish  
Hahnville, Louisiana 70057

GREG CHAMPAGNE  
Sheriff & Ex-Officio Tax Collector

STATE OF LOUISIANA  
PARISH OF ST. CHARLES

This is to certify that the following described property to-wit:

LOT 7-A, BEING RESUBD. OF LOT 7, FAIRVIEW PLTN., RIVERBEND  
BUSINESS PARK

TYPE	ACRES	ASSM	EXMP	TAXABLE
CO	1.47	12,128	0	12,128

is assessed in the name of

EASTGROUP PROPERTIES L.P., A  
300 ONE JACKSON PLACE  
188 EAST CAPITAL ST.  
JACKSON MS 39201

and that all taxes due and exigible assessed against said  
property, up to and including the year 2011, have been paid.

W I T N E S S M Y H A N D officially at Hahnville,  
Parish of St. Charles, State of Louisiana, this  
the 30 day of September, 2014.



Deputy Tax Collector

WARD	BILL NO.	AMOUNT PAID	PAID ON	BY
2011 - 5	51475	1,388.17	12/20/11	

PROPERTY ID# 5518000007-A  
SCSO-CIV-100-0602

OFFICE OF THE SHERIFF  
St. Charles Parish  
Hahnville, Louisiana 70057

GREG CHAMPAGNE  
Sheriff & Ex-Officio Tax Collector

STATE OF LOUISIANA  
PARISH OF ST. CHARLES

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300 ONE JACKSON PLACE  
188 EAST CAPITAL ST.  
JACKSON MS 39201

and that all taxes due and exigible assessed against said  
property, up to and including the year 2012, have been paid.

W I T N E S S M Y H A N D officially at Hahnville,  
Parish of St. Charles, State of Louisiana, this  
the 30 day of September, 2014.



Deputy Tax Collector

WARD	BILL NO.	AMOUNT PAID	PAID ON	BY
2012 - 5	51481	1,376.66	12/27/12	

PROPERTY ID# 5518000007-A  
SCSO-CIV-100-0602

OFFICE OF THE SHERIFF  
St. Charles Parish  
Hahnville, Louisiana 70057

GREG CHAMPAGNE  
Sheriff & Ex-Officio Tax Collector

STATE OF LOUISIANA  
PARISH OF ST. CHARLES

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188 EAST CAPITAL ST.  
JACKSON MS 39201

and that all taxes due and exigible assessed against said  
property, up to and including the year 2013, have been paid.

WITNESS MY HAND officially at Hahnville,  
Parish of St. Charles, State of Louisiana, this  
the 30 day of September, 2014.



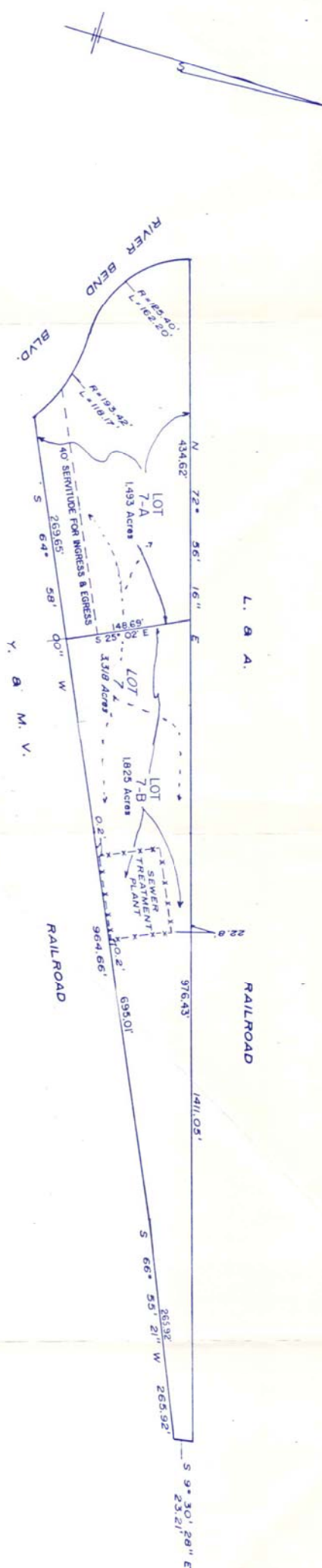
Deputy Tax Collector

WARD	BILL NO.	AMOUNT PAID	PAID ON	BY
2013 - 5	51485	1,373.87	12/19/13	

PROPERTY ID# 5518000007-A  
SCSO-CIV-100-0602



ST. CHARLES PARISH, LA.



RECOMMENDATION  
APPROVAL/DISAPPROVAL

DIRECTOR OF PLANNING  
DATE 4/21/89

PARISH PRESIDENT  
DATE 4/21/89

Recorded in the Clerk of Court's Office  
St. Charles Parish on the 23<sup>rd</sup> day of APRIL, 1989  
Entry # 14-352-8

This plat is made in accordance with Louisiana  
RS 33:505, et seq. and all regulations with the  
zoning requirements of the M.L. District in  
respect to area and width.

SCALE 1" = 100'

RIVER RIDGE, LA.

MARCH 28, 1989

PLAN SHOWING THE RESUBDIVISION OF LOT 7 RIVER  
BEND BUSINESS PARK, ST. CHARLES PARISH, LA INTO  
LOTS 7-A & 7-B RIVER BEND BUSINESS PARK, ST.  
CHARLES PARISH, LA.  
MADE AT THE REQUEST OF ADAMS & REESE.

This is to certify that I have examined the Federal Insurance Administration  
Flood Hazard Boundary Maps and found that the above captioned property  
is located in a special flood hazard zone.  
FLOOD ZONE "A"  
COMM. PANEL 220160 0150 B MAY 2, 1983.

GERALD SWANSON, INC.  
8719 SOUTHDOWN LANE  
RIVER RIDGE, LA. 70123  
757-1903





## CHRONOLOGY OF TITLE

### EASTGROUP PROPERTIES, L.P.

#### Tract 7-A of Riverbend Business Park

(February 13, 1980 thru September 23, 2014)

Instrument:	Cash Act of Sale
Instrument Date:	February 13, 1980
Grantor:	Edward A. Elfer, et al
Grantee:	Prudential Insurance Company of America
Recordation:	COB 242, Folio 124, Entry #74068
	February 20, 1980, St. Charles Parish, Louisiana
Consideration:	\$2,523,002.40
Description:	Three Tracts or Parcels of land located in Section 39, Township 12 South, Range 9 East and Section 39, Township 1 South, Range 9 East, Parish of St. Charles in the Southeastern District of the state of Louisiana on the left descending bank of the Mississippi River, being a portion of the upper portion of Fairview Plantation on the east bank of the Mississippi River.
Notes:	Sale contains Power of Attorney by Shirley Landry, Wife of Edward A. Elfer granting Edward A. Elfer the authority to sell her interest in said property.

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Instrument:	Act of Dedication
Instrument Date:	May 7, 1984
Grantor:	The Prudential Insurance Company of America
Grantee:	The Parish of St. Charles
Recordation:	COB 315, Folio 394, Entry #102580
	May 23, 1984, St. Charles Parish, Louisiana
Consideration:	-
Description:	Dedication of three streets: River Bend Boulevard, Park Place and Delta Drive, which streets are more fully described in the act, in addition to all rights in and to a License For a Private Road crossing dated October 1, 1981 with the IC Railroad Co. over the Y&MV Railroad R/W as well as a Public Road Crossing Agreement dated February 23, 1981 with the L&A RR Co. covering a crossing over the L&A Railroad R/W.
	Dedication of various servitudes for utility and drainage purposes, being a limited personal servitude in favor of St. Charles Parish
	All as more fully shown on a plan of subdivision by J.J. Krebs and Sons, Inc. dated May 16, 1980
Notes:	Ordinance 84-5-3 approving and authorizing dedication attached

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Instrument:	Resubdivision
Instrument Date:	April 24, 1989
Grantor:	Parish of St. Charles
Grantee:	-
Recordation:	COB 404, Folio 519, Entry #143228
	April 25 1989, St. Charles Parish, Louisiana

Consideration: -  
Description: Resubdivision of Lot 7 River Bend Business Park, St. Charles Parish, La into Lots 7-A & 7-B  
Notes: Ordinance No. 82-1-4 which has been accepted and duly certified.

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Instrument: Act of Declaration of Restrictive Covenants  
Instrument Date: August 11, 1989  
Grantor: The Prudential Insurance Company of America  
Grantee: -  
Recordation: COB 409, Folio 227, Entry #145476  
August 16, 1989, St. Charles Parish, Louisiana  
Consideration: -  
Description: Establishment of various types of restrictions on the construction and use of property in the Riverbend Business Park subdivision.  
Notes: -

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Instrument: Act of Transfer and Dedication of Property  
Instrument Date: September 8, 1989  
Grantor: The Prudential Insurance Company of America  
Grantee: The Parish of St. Charles  
Recordation: COB 451, Folio 86, Entry #165139  
September 22, 1989, St. Charles Parish, Louisiana  
Consideration: "...for and in consideration of the mutual benefits to be obtained..."  
Description:  
  
Grantor transfers all rights to use that servitude of ingress and egress of Forty (40') feet wide located on the southerly side of Lot 7-A.  
  
Grantor also transfers and dedicates Lot 7-B to St. Charles Parish, which has a private, operative sewage treatment plant which serves the Riverbend Business Park.  
  
Grantor further grants the Parish a limited personal servitude five (5') feet wide along the easternmost property line of Lot FP-1 for the purpose of installing a force main to connect the sewage treatment plant located on lot 7-B  
  
Notes: Ordinance 89-8-18 approving and authorizing the execution of the Act of Transfer, Dedication and grant of Servitude is attached.  
  
Also recorded at COB 410, Folio 725, Entry #146216 on September 22, 1989

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Instrument: Act of Cash Sale  
Instrument Date: September 22, 1997  
Grantor: The Prudential Insurance Company of America  
Grantee: Eastgroup Properties L.P.  
Recordation: COB 527, Folio 341, Entry #214395  
September 25, 1997, St. Charles Parish, Louisiana  
Consideration: \$12,072,621.00  
Description: Sale of two Tracts or Parcels of land located in Section 39, Township 12 South, Range 9 East:  
  
Tract II  
A CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, situated in the Parish of St. Charles, State of Louisiana, in that area known as Riverbend Business Park and identified as Lot 7-A on a plan of resubdivision of Gerald W. Swanson, Land surveyor, dated

March 28, 1989, approved by the St. Charles Parish Council on April 21, 1989 filed on April 25, 1989 in Cob 404, Folio 519, and in accordance with a plan of survey of Krebs, LaSalle, LeMieux Consultants, Inc., Job No. 9701261, File No. G-73-003-60, dated February 26, 1997 (the “Lot 7-A Survey”), Lot 7-A is more particularly described as follows:

Begin at the intersection of the easterly right of way line of Riverbend Boulevard and the northerly right of way line of Y.&M.V. Railroad, thence along the easterly right of way line of Riverbend Boulevard along a curve to the left, with a radius of 193.42 feet, an arc length of 118.17 feet, a chord of N 73° 40’ 08” W, a chord length of 116.35 feet, to a reverse curve;

Thence along a curve to the right having a radius of 125.40 feet, an arc length of 162.20 feet, a chord of N 54° 07’ 02” W, a chord length of 151.13 feet to a point on the line common to Lots 7-A and 7-B;

Thence S 25° 02’ 00” E a distance of 148.69 feet to a point on the northerly right of way line of Y.&M.V. Railroad;

Thence S 64° 58’ 00” W a distance of 269.65 feet to the point of beginning  
Eastgroup L.P. acquires a 100% fee ownership in the above described property  
from The Prudential Insurance Company of America

Notes:

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CASH ACT OF SALE

BY

LUCILE SCOTT, WIFE OF AND  
 CHARLES N. MONSTED, RUTH ELFER  
 AND SHIRLEY LANDRY, WIFE OF AND  
 EDWARD A. ELFER

TO

THE PRUDENTIAL INSURANCE COMPANY  
 OF AMERICA

\*\*\*\*\*

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF ORLEANS

CITY OF NEW ORLEANS

74668

BE IT KNOWN, That on this 13<sup>th</sup> day of February, in the year of Our Lord  
 one thousand nine hundred and eighty,

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified  
 in and for the City of New Orleans, State of Louisiana, therein residing, and  
 in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED

LUCILE SCOTT, wife of and  
 CHARLES N MONSTED,

RUTH ELFER and

EDWARD A. ELFER, Individually and as Agent and Attorney-in-Fact for  
 SHIRLEY LANDRY, wife of EDWARD A ELFER,

all persons of the full age of majority, who declare that they do by these  
 presents grant, bargain, sell, convey, transfer, assign, setover, abandon and  
 deliver, with all legal warranties and with full substitution and subrogation  
 in and to all the rights and actions of warranty which they have or may have  
 against all preceding owners and vendors, unto

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA,

a corporation organized under the laws of the State of New Jersey,  
 domiciled in the City of Newark, duly qualified to do business in  
 the State of Louisiana, represented herein by its undersigned  
 representative duly authorized by resolution annexed hereto and  
 made a part hereof,

here present, accepting and purchasing for said corporation, its successors  
 and assigns, and acknowledging due delivery and possession thereof, all and  
 singular the following described property to-wit



125

125

- (1) ALL THAT CERTAIN TRACT OR PARCEL OF LAND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Section 39, Township 12 South, Range 9 East, PARISH OF ST. CHARLES, in the Southeastern District of the State of Louisiana on the left descending bank of the Mississippi River, being a portion of the upper portion of FAIRVIEW PLANTATION on the east bank of the Mississippi River, all as shown on a survey by J. J. Perret and Associates, Inc., Land Surveyor, dated October 12, 1979, a copy of which is annexed hereto, and more particularly described as follows:

Commence at a 1 inch iron pipe set in the upper or westerly line of Fairview Plantation at or near the point of intersection of said plantation line with the northerly line of Jefferson Highway, and run along the upper or westerly line of Fairview Plantation South 16 degrees, 10 minutes E a distance of 406 feet, more or less, to the water's edge of the Mississippi River. Thence re-commence at the point of commencement above established and run North 16 degrees, 10 minutes W a distance of 2,516 36 feet to a point on the south right of way line of the Louisiana and Arkansas Railroad; thence on a bearing of North 72 degrees, 56 minutes, 16 seconds E along the south right of way line of the Louisiana and Arkansas Railroad a distance of 1,733 55 feet to a point, thence on a bearing of South 9 degrees, 30 minutes, 28 seconds E a distance of 1,687 62 feet to a point on the north line of Jefferson Highway, being the southwest corner of Parcel B and the northwest corner of Parcel A; thence run along the west line of Parcel A South 20 degrees, 28 minutes, 40 seconds E a distance of 755 feet, more or less, to the water's edge of the Mississippi River; thence run upstream along the meander line of the water's edge of the Mississippi River to a point herein previously established at the water's edge on the upper or westerly line of Fairview Plantation

#### LESS AND EXCEPT

The property on which the Yazoo and Mississippi Valley Railroad Company right-of-way is situated as shown on the survey by J. J. Perret & Associates, Inc., Land Surveyors, dated October 12, 1979.

- (2) ALL THAT CERTAIN TRACT OR PARCEL OF LAND, together with all the buildings and improvements thereon and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Section 39, Township 1 South, Range 9 East, PARISH OF ST. CHARLES, in the Southeastern District of the State of Louisiana on the left descending bank of the Mississippi River, being a portion of the upper portion of FAIRVIEW PLANTATION on the east bank of the Mississippi River, all as shown on a survey by J. J. Perret & Associates, Inc., Land Surveyor, dated February 4, 1980, a copy of which is annexed hereto, and more particularly described as follows:

Commencing at a point on the upper or westerly line of Fairview Plantation at or near the point of intersection of said plantation line with the southerly right of way line of Airline Highway, proceed along the southerly right of way line of Airline Highway on a bearing of North 72 degrees, 56 minutes, 16 seconds E a distance of 250 feet to the point of beginning; proceed thence on a bearing of South 16 degrees, 10 minutes, 00 seconds E a distance of 575 06 feet to a point on the northerly right of way line of the Louisiana and Arkansas Railroad, proceed thence on a bearing of North 72 degrees, 56 minutes, 16 seconds E along the northerly right of way line of the Louisiana and Arkansas Railroad a distance of 85 feet to a point, proceed thence on a bearing of North 16 degrees, 10 minutes, 00 seconds W a distance of 575 06 feet to a point on the southerly right of way line of Airline Highway, proceed thence on a bearing of South 72 degrees, 56 minutes, 16 seconds W along the southerly right of way line of Airline Highway a distance of 85 feet to the point of beginning.

- (3) ALL THAT CERTAIN TRACT OR PARCEL OF LAND, together with all the buildings and improvements thereon and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Section 39, Township 1 South, Range 9 East, PARISH OF ST. CHARLES, in the Southeastern District of the State of Louisiana, on the left descending bank of the Mississippi River, being a portion of the upper portion of FAIRVIEW PLANTATION on the east bank of the Mississippi River, and more particularly described as follows:

Commencing at a point on the upper or westerly line of Fairview Plantation at or near the point of intersection of said plantation line with the northerly right of way line of the Louisiana and Arkansas Railroad, proceed along the northerly right of way line of the Louisiana and Arkansas Railroad a distance of 250 feet to a point, being the point of beginning; thence on a bearing of South 16 degrees, 10 minutes, 0 seconds E proceed to a point on the southerly right of way line of the Louisiana and Arkansas Railroad; proceed thence on a bearing of North 72 degrees, 56 minutes, 16 seconds E a distance of 85 feet to a point on the southerly right of way line of the Louisiana and Arkansas Railroad; proceed thence on a bearing of North 16 degrees, 10 minutes, 0 seconds W to a point on the northerly right of way line of the Louisiana and Arkansas Railroad right-of-way line; thence proceed along the northerly right-of-way line of the Louisiana and Arkansas Railroad on a bearing of South 72 degrees, 56 minutes, 16 seconds W a distance of 85 feet to the point of beginning.

The water's edge as shown on the survey by Perret dated October 12, 1979 is an offset line used by the surveyor in making his field work and represents a line of approach closest to the water's edge at the time of survey and may not represent the true line of demarcation between the line of private ownership and the line of sovereign ownership, and that it is not the intention to limit and/or restrict the property so conveyed herein to the exact location of that line as fixed by said Perret survey but that the intention of the vendors herein is to convey and the vendees to acquire all of the property susceptible to private ownership and which may be owned by the parties herein up to the Mississippi River, which will include all batture rights, reparian rights and other rights of a reparian nature.

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Being the same property acquired by Ruth Elfer and Edward A Elfer as follows. By private act duly acknowledged, dated November 30, 1978, registered in C.O B. 217, folio 19, by act before William J. Jones, Jr., Notary Public, dated June 13, 1975, registered in C O B. 163, folio 205, by judgment of possession in the Succession of Luther L Elfer dated June 19, 1974 in Proceedings No. 6378 of the Twenty-Second Judicial District Court for the Parish of St. Tammany, registered in C.O B. 153, folio 122, and by act under private signature duly acknowledged, dated October 2, 1970, registered in C.O.B. 105, folio 29.

Being the same property acquired by Charles N. Monsted by act before William J. Jones, Jr., Notary Public, dated June 13, 1975, registered in C.O.B. 163, folio 205 and by act under private signature duly acknowledged, dated June 1, 1951, registered in C O.B. TTT, folio 462.

TO HAVE AND TO HOLD the above described property unto the said purchaser, its successors and assigns forever.

THIS SALE IS MADE AND ACCEPTED for and in consideration of the price and sum of TWO MILLION, FIVE HUNDRED TWENTY-THREE THOUSAND TWO AND 40/100 (\$2,523,002.40) DOLLARS CASH, which the said purchaser has well and truly paid in ready and current money to the said vendors who hereby acknowledge the receipt thereof and grant full acquittance and discharge therefor.

All state and parish taxes up to and including the taxes due and exigible in 1979 are paid as per tax research annexed hereto, 1980 ad valorem property taxes are being prorated herewith.

By reference to the certificate of the Recorder of Mortgages in and for the Parish of St. Charles, annexed hereto, it does not appear that said property is subject to any encumbrances whatsoever.

The property herein is sold subject to and the parties hereto take cognizance of the following:

- (1) Memorandum of Lease between Charles N. Monsted, Lawrence P. Smith, Edward A. Elfer, Ruth Elfer and Luther L. Elfer (Lessors) and Jahncke Service Incorporated beginning December 1, 1970 and ending November 30, 1975 with option to renew for an additional five years beginning December 1, 1975 to November 30, 1980, dated December 15, 1970, registered in C O B. 108, folio 639.
- (2) Oil, gas and mineral lease between Charles N. Monsted, Mrs Leonie Wattigny Elfer, Edward A. Elfer and Ruth Elfer (Lessors) and Texoil Company dated June 20, 1975, registered in C O.B. 166, folio 326, and as corrected by act dated May 25, 1976, registered in C O B 177, folio 20, and as amended by act dated July 27, 1977, registered in C O.B. 194, folio 504
- (3) Oil, gas and mineral lease between Charles N. Monsted, Leonie Wattigny Elfer, Edward A. Elfer, Ruth Elfer, (Lessors) and Texoil Company dated June 20, 1978, registered in C O B. 203, folio 749.
- (4) Lease between Charles N. Monsted, Lawrence P. Smith, Edward A. Elfer, Ruth Elfer and Luther L. Elfer (Lessors) and Point Landing, Inc. (Lessee) dated June 25, 1973, registered in C O B 220, folio 487 for a period of five years beginning July 1, 1973 and ending June 30, 1978 with an option to renew for three additional five year terms.

- (5) Right of way in favor of Mississippi Valley Railroad Company by Henry Frellsen dated July 27, 1882, registered in C O.B. G, folio 188.
- (6) Right of way in favor of Louisiana Railway & Navigation Company by William Edenborn dated June 10, 1916, registered in C O.B S, folio 429
- (7) Indenture of Lease between Louisiana Railway & Navigation Company and Louisiana and Arkansas Railway Company dated January 1, 1929, registered in C.O.B. CC, folio 149.
- (8) Deed by Louisiana Railway & Navigation Company to Louisiana and Arkansas Railway Company dated December 31, 1934, registered in C O.B. II, folio 588.
- (9) Sale by Yazoo and Mississippi Valley Railroad Company to Illinois Central Railroad Company dated July 1, 1946, registered in C.O B. GGG, folio 192.
- (10) Right of way of Southern Gas and Fuel Company as shown on survey by J. J. Perret & Associates, Inc., Land Surveyors, dated October 12, 1979.
- (11) Telephone line as shown on survey of J. J. Perret & Associates, Inc., Land Surveyors, dated October 12, 1979.

Vendors reserve unto themselves, their successors and assigns all oil, gas and other hydrocarbon minerals and all oil, gas and other hydrocarbon mineral rights. Vendors and/or any owner of the mineral rights and their lessees and assigns shall not have the right to use the surface of the property for the development of the reserve minerals but such minerals may be developed by directional drilling and/or unitization with other lands.

The vendors herein declare unto me, Notary, under oath, that their marital status is as follows:

Lucile Scott, wife of and Charles N' Monsted have each been married but once and then to each other and they are presently living and residing at 16 Rosa Park, New Orleans, Louisiana 70115.

Ruth Elfer is not now nor has she ever been married and her address is Route 3, Box 498, Covington, Louisiana 70433.

Shirley Landry, wife of and Edward A. Elfer have each been married but once and then to each other and they are presently living and residing together; the mailing address is Route 3, Box 498, Covington, Louisiana 70433.



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The parties to this act are aware of the fact that the mortgage certificate herein referred to is open, being not yet dated or signed, and relieve and release me, Notary, from all responsibility and liability in connection therewith.

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

## WITNESSES

Lionel S. S. S.  
K. J. Gilman

Lucile Scott Monsted  
 LUCILE SCOTT MONSTED

Charles N. Monsted  
 CHARLES N. MONSTED

Ruth Elfer  
 RUTH ELFER

Edward A. Elfer  
 EDWARD A. ELFER, Individually and as  
 Agent and Attorney-in-Fact for  
 SHIRLEY LANDRY ELFER

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

BY H. B. B.

Miles J. Blythe  
 NOTARY PUBLIC

-6-

FILED IN RECORD  
 CLERK OF COURT  
 ST. MICHAEL'S PARISH LA  
 30 FEB 20 P 3: 06  
 RECORDED, Constance  
 20742 FOLIO 124  
 Anna H. George  
 D. H. C. C.

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POWER OF ATTORNEY TO SELL REALTY \*

UNITED STATES OF AMERICA

BY: SHIRLEY LANDRY, WIFE OF  
EDWARD A. ELFER \*

STATE OF LOUISIANA

PARISH (COUNTY) OF ST. TAMMANY

TO: EDWARD A. ELFER \*

\*\*\*\*\*

BE IT KNOWN, That on this 7<sup>th</sup> day of February in the  
year of our Lord one thousand nine hundred and ~~sixty~~ eighty, ~~and of the~~  
~~Independence of the United States of America, the one hundred and~~

BEFORE ME, the undersigned Notary,  
A Notary Public, duly commissioned and qualified in and for the Parish  
(~~County~~) of St Tammany, State of Louisiana, therein  
residing and in the presence of the witnesses hereinafter named and  
undersigned;

PERSONALLY CAME AND APPEARED:

SHIRLEY LANDRY, wife of EDWARD A. ELFER,

a person of the full age of majority, domiciled in St. Tammany  
Parish, Louisiana, who declared unto me, Notary, under oath,  
that she has been married but once and then to Edward A. Elfer,  
with whom she is presently living and residing,

she does  
who declared further that ~~they do~~ by these presents name, constitute and  
appoint EDWARD A. ELFER,

her her  
to be ~~their~~ true and lawful agent and attorney in fact, to act for ~~them~~ in  
~~their~~ name, place and stead, to appear before any Notary Public and  
execute an act of sale conveying with full warranty declarers' undivided  
interest in and to the following described property, to-wit:

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- (1) ALL THAT CERTAIN TRACT OR PARCEL OF LAND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Section 39, Township 12 South, Range 9 East, PARISH OF ST. CHARLES, in the Southeastern District of the State of Louisiana on the left descending bank of the Mississippi River, being a portion of the upper portion of FAIRVIEW PLANTATION on the east bank of the Mississippi River, all as shown on a survey by J. J. Perret and Associates, Inc., Land Surveyor, dated October 12, 1979, a copy of which is annexed hereto, and more particularly described as follows:

Commence at a 1 inch iron pipe set in the upper or westerly line of Fairview Plantation at or near the point of intersection of said plantation line with the northerly line of Jefferson Highway, and run along the upper or westerly line of Fairview Plantation South 16 degrees, 10 minutes E a distance of 406 feet, more or less, to the water's edge of the Mississippi River. Thence re-commence at the point of commencement above established and run North 16 degrees, 10 minutes W a distance of 2,516 36 feet to a point on the south right of way line of the Louisiana and Arkansas Railroad, thence on a bearing of North 72 degrees, 56 minutes, 16 seconds E along the south right of way line of the Louisiana and Arkansas Railroad a distance of 1,733 55 feet to a point, thence on a bearing of South 9 degrees, 30 minutes, 28 seconds E a distance of 1,687 62 feet to a point on the north line of Jefferson Highway, being the southwest corner of Parcel B and the northwest corner of Parcel A, thence run along the west line of Parcel A South 20 degrees, 28 minutes, 40 seconds E a distance of 755 feet, more or less, to the water's edge of the Mississippi River; thence run upstream along the meander line of the water's edge of the Mississippi River to a point herein previously established at the water's edge on the upper or westerly line of Fairview Plantation

LESS AND EXCEPT

The property on which the Yazoo and Mississippi Valley Railroad Company right-of-way is situated as shown on the survey by J. J. Perret & Associates, Inc., Land Surveyors, dated October 12, 1979.

- (2) ALL THAT CERTAIN TRACT OR PARCEL OF LAND, together with all the buildings and improvements thereon and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Section 39, Township 1 South, Range 9 East, PARISH OF ST. CHARLES, in the Southeastern District of the State of Louisiana on the left descending bank of the Mississippi River, being a portion of the upper portion of FAIRVIEW PLANTATION on the east bank of the Mississippi River, all as shown on a survey by J. J. Perret & Associates, Inc., Land Surveyor, dated February 4, 1980, a copy of which is annexed hereto, and more particularly described as follows.

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Commencing at a point on the upper or westerly line of Fairview Plantation at or near the point of intersection of said plantation line with the southerly right of way line of Airline Highway, proceed along the southerly right of way line of Airline Highway on a bearing of North 72 degrees, 56 minutes, 16 seconds E a distance of 250 feet to the point of beginning; proceed thence on a bearing of South 16 degrees, 10 minutes, 00 seconds E a distance of 575.06 feet to a point on the northerly right of way line of the Louisiana and Arkansas Railroad, proceed thence on a bearing of North 72 degrees, 56 minutes, 16 seconds E along the northerly right of way line of the Louisiana and Arkansas Railroad a distance of 85 feet to a point; proceed thence on a bearing of North 16 degrees, 10 minutes, 00 seconds W a distance of 575.06 feet to a point on the southerly right of way line of Airline Highway, proceed thence on a bearing of South 72 degrees, 56 minutes, 16 seconds W along the southerly right of way line of Airline Highway a distance of 85 feet to the point of beginning.

- (3) ALL THAT CERTAIN TRACT OR PARCEL OF LAND, together with all the buildings and improvements thereon and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Section 39, Township 1 South, Range 9 East, PARISH OF ST. CHARLES, in the Southeastern District of the State of Louisiana, on the left descending bank of the Mississippi River, being a portion of the upper portion of FAIRVIEW PLANTATION on the east bank of the Mississippi River, and more particularly described as follows:

Commencing at a point on the upper or westerly line of Fairview Plantation at or near the point of intersection of said plantation line with the northerly right of way line of the Louisiana and Arkansas Railroad, proceed along the northerly right of way line of the Louisiana and Arkansas Railroad a distance of 250 feet to a point, being the point of beginning; thence on a bearing of South 16 degrees, 10 minutes, 0 seconds E proceed to a point on the southerly right of way line of the Louisiana and Arkansas Railroad; proceed thence on a bearing of North 72 degrees, 56 minutes, 16 seconds E a distance of 85 feet to a point on the southerly right of way line of the Louisiana and Arkansas Railroad; proceed thence on a bearing of North 16 degrees, 10 minutes, 0 seconds W to a point on the northerly right of way line of the Louisiana and Arkansas Railroad right-of-way line; thence proceed along the northerly right-of-way line of the Louisiana and Arkansas Railroad on a bearing of South 72 degrees, 56 minutes, 16 seconds W a distance of 85 feet to the point of beginning.

The water's edge as shown on the survey by Perret dated October 12, 1979 is an offset line used by the surveyor in making his field work and represents a line of approach closest to the water's edge at the time of survey and may not represent the true line of demarcation between the line of private ownership and the line of sovereign ownership, and that it is not the intention to limit and/or restrict the property so conveyed herein to the exact location of that line as fixed by said Perret survey but that the intention of the vendors herein is to convey and the vendees to acquire all of the property susceptible to private ownership and which may be owned by the parties herein up to the Mississippi River, which will include all batture rights, reparian rights and other rights of a reparian nature.

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Being the same property acquired by Ruth Elfer and Edward A. Elfer as follows: By private act duly acknowledged, dated November 30, 1978, registered in C.O.B. 217, folio 19; by act before William J. Jones, Jr., Notary Public, dated June 13, 1975, registered in C.O.B. 163, folio 205; by judgment of possession in the Succession of Luther L. Elfer dated June 19, 1974 in Proceedings No. 6378 of the Twenty-Second Judicial District Court for the Parish of St. Tammany, registered in C.O. B 153, folio 122, and by act under private signature duly acknowledged, dated October 2, 1970, registered in C.O B. 105, folio 29.

Being the same property acquired by Charles N. Monsted by act before William J. Jones, Jr , Notary Public, dated June 13, 1975, registered in C O B. 163, folio 205 and by act under private signature duly acknowledged, dated June 1, 1951, registered in C O B. TTT, folio 462



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The sale of said property to be for such price and sum as said agent shall deem meet and proper in his sole and uncontrolled discretion.

Appearers further declare that they do hereby authorize said agent and attorney in fact to incorporate in said instrument such terms, conditions and agreements as said agent shall deem meet and proper in his sole and uncontrolled discretion, to sign all papers, documents and acts necessary in order to convey their said interest in the hereinabove described property, to receive and receipt for the proceeds thereof and to do any and all things the said agent, in his sole and uncontrolled discretion, deems necessary or proper in connection therewith.

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The said appearers do further declare that they do hereby give and grant unto their said agent and attorney in fact full and complete power to perform any and all acts necessary and proper in the premises as fully as appearers themselves could do were they personally present and acting for themselves.

The Power herein granted shall include the power of substitution, that is to say, the said agent may in his sole and uncontrolled discretion substitute for him another person to act in his name, place and stead.

The power granted herein shall include the power to execute an assignment of any and all leases affecting the property herein described to the vendee.

THUS DONE AND PASSED, in duplicate original, in my Notarial Office in Covington, Louisiana, on the day, month and year first hereinabove written and in the presence of the undersigned, both competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after reading of the whole.

WITNESSES:

Dennis H. Galloway  
Sister Immaculate

Shirley Landry Elfer  
SHIRLEY LANDRY ELFER

Sharon Keyser  
NOTARY PUBLIC

My commission expires at my death.

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STATE OF LOUISIANA )  
 ) ss:  
 PARISH OF ORLEANS )

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BEFORE ME, a Notary Public in and for the above Parish and State, personally appeared Robert J. Conrad to me personally known and known to me to be an Assistant Secretary of The Prudential Insurance Company of America, who, being by me duly sworn according to law, on his oath deposes and says that he is an Assistant Secretary of The Prudential Insurance Company of America, having custody of the records of the said Company, and that Section 9 of the By-Laws of The Prudential Insurance Company of America, as now in full force and effect, contains among other provisions, the following, viz:

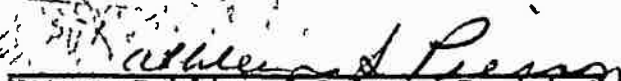
"The Chairman of the Board and Chief Executive Officer, the President, and any one of the vice presidents shall have power to execute on behalf of the corporation all instruments, deeds, contracts and other corporate acts and papers, subject only to the provisions of By-Law 24."

Dependent further says that By-Law 24 deals only with contracts of annuity and insurance.

Dependent further says that David L. Pierce is one of the Vice Presidents of the said Company, and that the above officer was a Vice President having authority to perform the above mentioned duties, on the 13th day of February 1980 .

Subscribed and sworn to  
 before me this 13th day  
 of February , 1980

  
 Robert J. Conrad  
 ASSISTANT SECRETARY

  
 Notary Public of Orleans Parish,  
 Louisiana

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SUMMARY NO. 1597

INTRODUCED BY: KEVIN M. FRILLOUX  
PARISH PRESIDENT

ORDINANCE NO. 84-5-3

An Ordinance approving and authorizing the execution of an Act of Dedication of Riverbend Business Park, St. Rose, La.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Parish Legal Counsel has approved the document presented to the Council for the dedication of Riverbend Business Park.

SECTION II. That the Maintenance Bond has been presented and approved by the Parish.

NOW, THEREFORE, BE IT ORDAINED BY THE ST. CHARLES PARISH COUNCIL that we do hereby approve and authorize the execution of an Act of Dedication of Riverbend Business Park in accordance with the plan prepared by J. J. Krebs & Sons, Inc. dated May 16, 1980.

The foregoing Ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: CHAISSON, TREGRE, FAUCHEUX, DUFRENE, CORTEZ, CLEMENT, RODRIGUE, GRIMES

NAYS: NONE

ABSENT: HOGAN

And the Ordinance was declared adopted this 7th day of May, 1984 to become effective five (5) days after publication in the Official Journal.

CERTIFIED TRUE AND CORRECT AS PER  
MINUTES DATED May 7, 1984

SECRETARY  
ST. CHARLES PARISH COUNCIL

COUNCIL CHAIRMAN

SECRETARY

RETURNED TO PARISH PRESIDENT

PARISH PRESIDENT

RETURNED TO SECRETARY ON May 9, 1984

AT 9:55 AM, PM

RECEIVED BY

84 MAY 23 P 3:35

315  
394  
Phanda m. Jandary  
py Clerk

ST. CHARLES PARISH COUNCIL

102585

## ACT OF DEDICATION

335  
UNITED STATES OF AMERICA

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BY: THE PRUDENTIAL INSURANCE  
COMPANY OF AMERICASTATE OF LOUISIANA  
PARISH OF ORLEANS

TO: ST. CHARLES PARISH

BE IT KNOWN, that on this 15th day of May, in the year of our Lord One Thousand Nine Hundred Eighty Four (1984),

BEFORE ME, the undersigned authority, a Notary Public, duly commissioned and qualified in and for the aforesaid Parish and State, and in the presence of the two competent witnesses hereinafter named and undersigned,

PERSONALLY CAME AND APPEARED:

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a corporation organized and existing under and by virtue of the laws of New Jersey, authorized to do business in the State of Louisiana, herein appearing by and through Charles H. Peterson, its duly authorized representative, (hereinafter referred to as "Prudential");

who declared unto me, Notary, that it is the owner of a certain tract of real property situated in the Parish of St. Charles, State of Louisiana, which Prudential acquired by Cash Act of Sale from Lucille Scott, wife of and Charles N. Monsted, Ruth Elfer, and Shirley Landry, wife of and Edward A. Elfer, dated February 13, 1980, and recorded under Entry No. 74068 in COB 242, folio 124, records of St. Charles Parish, Louisiana; and

Prudential further declared that it has caused a portion of the aforesaid tract to be laid out in lots on a plan of subdivision prepared by J.J. Krebs & Sons, Inc., dated May 16, 1980, creating "Riverbend Business Park", a print of which is attached hereto and made a part hereof; and

Prudential further declared that on the aforesaid plan of resubdivision it has laid out certain streets within Riverbend Business Park which are named and identified in accordance with the attached plan of J. J. Krebs & Sons, Inc., as River Bend Blvd., Park Place, and Delta Drive, which streets are more fully described in accordance with said plan as follows, to-wit:

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## RIVERBEND BLVD, RIVERBEND BUSINESS PARK, ST. CHARLES PARISH, LOUISIANA

Commence at the intersection of the easterly boundary line of Riverbend Business Park and the northerly right of way line of Jefferson Highway; Measure thence along said northerly line  $S48^{\circ}36'00''W$  a distance of 1034.30 feet to a point, the point of beginning. Measure thence from the point of beginning along said line  $S48^{\circ}36'00''W$  a distance of 132.66 feet; thence in a northerly direction along the arc of a curve to the left having a radius of 35 feet a distance of 39.56 feet; thence  $N16^{\circ}10'00''W$  a distance of 1835.33 feet to a point on the southerly line of Y & M V railroad right of way; thence along said southerly line  $S64^{\circ}58'0''W$  a distance of 5.00 feet; thence in a northerly direction along the arc of a curve to the left having a radius of 133.42 feet and a length of 113.05 feet to a point on the northerly line of the Y&MV Railroad right of way; thence in a northerly direction along the arc of a curve to the left having a radius of 133.42 feet and a length of 40.96 feet to a point; thence in a northerly direction along the arc of a curve to the right having a radius of 185.40 feet and a length of 239.81 feet to a point on the southerly line of the L&A Railroad right of way; thence along said southerly line  $S72^{\circ}56'16''W$  a distance of 12.5 feet; thence  $N16^{\circ}10'0''W$  a distance of 100.01 feet to a point on the northerly line of L&A Railroad right of way; thence  $N16^{\circ}10'0''W$  a distance of 575.06 feet to a point on the southerly line of the Airline Highway right of way; thence along said southerly line  $N72^{\circ}56'16''E$  a distance of 85 feet; thence  $S16^{\circ}10'0''E$  a distance of 575.06 feet to a point on the northerly line of the L&A Railroad right of way; thence  $S16^{\circ}10'0''E$  a distance of 100.01 feet to a point on the southerly line of the L&A Railroad right of way; thence along said southerly line  $S72^{\circ}56'16''W$  a distance of 12.50 feet; thence in a southerly direction along the arc of a curve to the left having a radius of 125.40 feet and a length of 162.20 feet; thence in a southerly direction along a curve to the right having a radius of 223.27 feet and a length of 118.17 feet to a point on the northerly line of the Y&MV Railroad right of way; thence in a southerly direction along the arc of a curve to the right having a radius of 193.42 feet and a length of 105.10 feet to a point on the southerly line of Y&MV Railroad right of way; thence  $S16^{\circ}10'00''E$  a distance of 1786.57 feet; thence in a southeasterly direction along the arc of a curve to the left having a radius of 35 feet a distance of 70.39 feet to a point on the northerly right of way line of Jefferson Highway, the point of beginning.

All as more fully shown on plan of subdivision by J. J. Krebs and Sons, Inc. dated May 16, 1980.

AND



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## DELTA DRIVE, RIVERBEND BUSINESS PARK, ST. CHARLES PARISH, LOUISIANA

Commence at the intersection of the easterly boundary line of Riverbend Business Park and the northerly right of way line of Jefferson Highway; measure thence along said northerly line  $S48^{\circ}36'00''W$  a distance of 170.91 feet to a point, the point of beginning. Measure thence from the point of beginning along said line  $S48^{\circ}36'00''W$  a distance of 132.66 feet; thence in a northerly direction along the arc of a curve to the left having a radius of 35 feet a distance of 39.56 feet; thence  $N16^{\circ}10'00''W$  a distance of 1598.10 feet to a point on the southerly line of Y and M V railroad right of way; thence along said southerly line  $N64^{\circ}58'00''E$  a distance of 50.60 feet; thence  $S16^{\circ}10'00''E$  a distance of 1540.34 feet; thence in a southeasterly direction along the arc of a curve to the left having a radius of 35 feet a distance of 70.39 feet to a point on the northerly right of way line of Jefferson Highway, the point of beginning.

All as more fully shown on plan of subdivision by J. J. Krebs and Sons, Inc. dated May 16, 1980.

AND

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## PARK PLACE, RIVERBEND BUSINESS PARK, ST. CHARLES PARISH, LOUISIANA

Commence at the intersection of the easterly boundary line of Riverbend Business Park and the northerly right of way line of Jefferson Highway; Measure thence along said northerly line  $S48^{\circ}36'00''W$  a distance of 303.57 feet; thence in a northerly direction along the arc of a curve to the left having a radius of 35 feet a distance of 39.56 feet; thence  $N16^{\circ}10'00''W$  a distance of 1497.61 feet to a point, the point of beginning. Measure thence from the point of beginning in a southwesterly direction along the arc of a curve to the left having a radius of 35 feet a distance of 60.39 feet; thence  $S64^{\circ}58'00''W$  a distance of 668.99 feet; thence in a southerly direction along the arc of a curve to the left having a radius of 35 feet a distance of 49.56 feet; thence  $N16^{\circ}10'00''W$  a distance of 80.57 feet to a point on the southerly line of Y and M V Railroad right of way; thence along said southerly line  $N64^{\circ}58'00''E$  a distance of 735.45 feet; thence  $S16^{\circ}10'00''E$  a distance of 91.49 feet to a point, the point of beginning.

All as more fully shown on plan of subdivision by J. J. Krebs and Sons, Inc. dated May 16, 1980.

Prudential further declared that on the aforesaid plan of resubdivision it has also designated and labeled the various servitudes for utility and drainage purposes; and

Prudential further declared that it has entered into a License For a Private Road Crossing dated October 1, 1981, copy of which is attached hereto and made a part hereof, with Illinois Central Gulf Railroad Company covering the construction, maintenance, and use of a crossing over the Y. & M. V. Railroad Right of Way as so designated on the attached plan of resubdivision by J. J. Krebs & Sons, Inc.; and

Prudential further declared that it has entered into a Public Road Crossing Agreement dated February 23, 1981, copy of which is attached hereto and made a part hereof, with Louisiana and Arkansas Railway Company, covering a crossing over the L. & A. Railroad Right of Way as so designated on the attached plan of resubdivision by J. J. Krebs & Sons, Inc.; and

Prudential further declared that under the covenants, conditions and stipulations hereinafter recited it does, by these presents, dedicate River Bend Blvd., Park Place, and Delta Drive as hereinabove described; assign, transfer, dedicate and convey unto St. Charles Parish all of its rights, title, and interest in and to the Agreements with Illinois Central Gulf Railroad Company and Louisiana & Arkansas Railway Company as more specifically described hereinabove; and does hereby grant the various servitudes for utility and drainage purposes all as shown on the attached plan of resubdivision by J. J. Krebs & Sons, Inc. to public use, unto and in favor of the Parish of St. Charles, the inhabitants of the Parish of St. Charles and to the public in general; and

Prudential further declared that the aforesaid dedication and grant are subject to all of the following terms and conditions, to wit:

1. The dedication of the fee ownership of the property covered by the streets identified hereinabove as River Bend Blvd., Park Place, and Delta Drive, is subject to the reservation of all oil, gas and mineral rights thereunder.

2. The herein grant of the various servitudes for utility and drainage purposes shall constitute the granting only of a "personal servitude of right of use", being a "limited personal servitude" in favor of the Parish of St. Charles. Prudential does hereby reserve all rights of fee ownership to that

portion of the aforesaid tract which comprises the various servitudes for utility and drainage purposes.

3. Prudential does hereby reserve to itself and all prior owners all rights of ownership to all of the oil, gas and other minerals in, on and under the property covered and affected by the aforesaid utility and drainage servitudes granted herein.

4. The dedication of the streets, railroad crossings, and grant of servitudes for utility and drainage purposes are made by Prudential without any warranty whatsoever.

5. The Parish must bind and obligate itself not to use the property dedicated herein for street purposes in any manner which would be inconsistent with and detrimental to such use as public streets. The Parish must further bind and obligate itself to use the utility and drainage servitudes granted herein only for utility and drainage purposes.

6. This dedication and grant are conditioned upon St. Charles Parish maintaining and policing the streets and railroad crossings dedicated herein, and maintaining the various utility and drainage facilities within the various utility and drainage servitude areas.

7. The Parish assumes full responsibility for the maintenance and operation of the railroad crossings and signals and compliance with the terms of the Agreements affecting said crossings as referred to hereinabove. Prudential is herewith released from any further liability and responsibility under the terms of said Agreements.

8. The grant herein of the various servitudes for utility and drainage purposes is not exclusive and Prudential reserves the right to use or grant any other rights with respect to said property not inconsistent with the aforesaid servitude grants. The aforesaid grants of servitude for utility and drainage purposes shall not be utilized so as to unreasonably interfere with or impair ingress and egress from the streets dedicated herein to any of the lots in Riverbend Business Park.

9. The dedication and grant made herein and made subject to any and all existing encumbrances affecting Riverbend Business Park.

10. The herein dedication and grant shall inure to the benefit of the St. Charles Parish or any successor governmental body of St. Charles Parish, which shall be bound by all the terms and conditions hereof.

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

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ST. CHARLES PARISH, herein appearing by and through Kevin M. Friloux, Parish President, duly authorized by virtue of an ordinance of said Parish adopted on May 7, 1984, a certified copy of which is attached hereto and made a 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 contained hereinabove, and does also hereby acknowledge that the construction of all of the streets dedicated herein has been satisfactorily completed in accordance with all requirements and that all utility and drainage facilities have been likewise satisfactorily completed in accordance with all requirements and St. Charles parish does hereby accept all of said streets and utility and drainage facilities and assumes the maintenance thereof.

THUS DONE AND PASSED, in triplicate originals, in the Parish of Orleans, State of Louisiana, on the day, month and year first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearer and me, Notary, after reading of the whole.

WITNESSES:

[Signature]  
[Signature]

THE PRUDENTIAL INSURANCE  
COMPANY OF AMERICA

BY:

[Signature]  
Vice President

[Signature]  
NOTARY PUBLIC

THUS DONE AND PASSED, in triplicate originals, in the Parish of St. Charles, State of Louisiana, on this \_\_\_\_ day of May, 1984, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearer and me, Notary, after reading of the whole.

WITNESSES:

[Signature]  
[Signature]

ST. CHARLES PARISH

BY:

[Signature]  
Parish President

[Signature]  
NOTARY PUBLIC

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STATE OF LOUISIANA \*

ss:

PARISH OF ORLEANS \*

BEFORE ME, a Notary in and for the above Parish and State, personally appeared Kathleen S. Pierson to me personally known and known to me to be an Assistant Secretary of The Prudential Insurance Company of America, who, being by me duly sworn according to law, on her oath deposes and says that she is an Assistant Secretary of The Prudential Insurance Company of America, having custody of the records of the said Company, and that Section 9 of the By-Laws of The Prudential Insurance Company of America, as now in full force and effect, contains among other provision, the following, viz:

"The Chairman of the Board and Chief Executive Officer, the President, and any one of the vice presidents shall have power to execute on behalf of the corporation all instruments, deeds, contracts and other corporate acts and papers, subject only to the provisions of By-Law 24."

Dependent further says that By-Law 24 deals only with contracts of annuity and insurance.

Dependent further says that Charles H. Peterson is one of the Vice Presidents of the said Company, and that the above officer was a Vice President having authority to perform the above mentioned duties on the 15th day of May, 1984.

*Kathleen S. Pierson*

Kathleen S. Pierson  
ASSISTANT SECRETARY

Subscribed and sworn to before me  
this 15th day of May, 1984.

*Sidney J. Abdalla Jr.*  
Notary Public of Orleans Parish,  
Louisiana



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PUBLIC ROAD CROSSING AGREEMENT

AGREEMENT entered into this 23rd day of February, 1981, by and between LOUISIANA & ARKANSAS RAILWAY COMPANY, hereinafter called "L&A", party of the first part, and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, to be addressed at Suite 2100, 1250 Poydras Plaza, New Orleans, Louisiana 70113, hereinafter called "Prudential", party of the second part.

## WITNESSETH:

WHEREAS, Prudential desires through L&A to construct a public roadway, crossing at grade, L&A's right of way and main line track at Mile Post 854.19 at Frellsen, Louisiana, to serve an industrial complex in St. Charles Parish, Louisiana, known as Riverbend Business Park; and

WHEREAS, L&A is agreeable to permitting this road crossing construction, including the installation of cantilever type flasher signals, under the terms and conditions hereinafter set forth;

## NOW, THEREFORE, IT IS AGREED:

(1) L&A does by these presents, grant unto Prudential, its successors and assigns, a servitude of passage over and across its right of way and track, said servitude being a width necessary to construct a 36-foot wide travel surface roadway at L&A's Mile Post 854.19 at Frellsen, Louisiana.

(2) L&A shall install a thirty-six foot (36') wide Goodyear rubber pad grade crossing across its track within said servitude, adjust its track as necessary to permit the proposed construction, and install cantilever type flasher signals. The cost of performing this work shall be reimbursed to L&A in accordance with terms of Agreement between the parties hereto dated February 23, 1981.

Future maintenance and/or replacement of said rubber pad grade crossing across track, and cantilever type flasher signals, shall be performed by L&A, and Prudential agrees to reimburse L&A for the actual cost thereof.

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(3) Prudential agrees to perform, or cause to be performed, all grading, drainage and finished road surface made necessary by the installation of the above mentioned crossing, at Prudential's sole cost, risk and expense, and shall thereafter maintain the grading, drainage and finished road surface at its sole cost, risk and expense.

(4) Prudential shall indemnify and hold L&A harmless from all claims, actions or demands made by third persons for property damage, bodily injuries, death benefits, or workmen's compensation benefits arising out of the maintenance and operation of the roadway in question and caused by the negligence of Prudential. As provided herein, third persons shall include the agents and employees of L&A.

(5) L&A reserves unto itself, its grantees (other than the Grantee named in this Agreement), licensees, lessees, successors and assigns, the right to continue to keep and use or operate all tracks and other facilities or structures now upon or beneath the surface of, or above, the said described premises.

(6) This grant is to continue in effect so long as the property is used for public roadway purposes. In the event Prudential shall fail to construct such road within two (2) years, the rights herein granted shall automatically cease and terminate, and shall revert to L&A, its successors and assigns, without the necessity of notice or re-entry.

(7) Rights herein granted are personal and not assignable without L&A's written consent; and provisions herein shall be binding upon successors and assigns of both parties.

(8) It is the intention of Prudential to timely dedicate the public road leading to and from the said crossing, as well as the servitude of crossing, to the public. Accordingly, notwithstanding anything herein to the contrary, in the event the roadway is so dedicated to the public and accepted for public maintenance, Prudential is relieved of any further responsibility under the terms of this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

WITNESSES:

Linda K. Potter  
A.W. Davis

LOUISIANA & ARKANSAS RAILWAY  
COMPANY

By J. S. Carter  
President

WITNESSES:

K. J. Johnson  
William J. Murphy

THE PRUDENTIAL INSURANCE COMPANY  
OF AMERICA

By R. H. Green  
Vice President

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LICENSE FOR A  
PRIVATE ROAD CROSSINGRevised 9/10/81  
A 11318

THIS AGREEMENT, made and entered as of the 1st day of October, 19 81, by and between ILLINOIS CENTRAL GULF RAILROAD COMPANY, hereinafter called Railroad and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a mutual insurance company organized under the laws of New Jersey, whose address is Prudential Plaza, Newark, New Jersey 07101, hereinafter called Licensee;

## W I T N E S S E T H:

IN CONSIDERATION of the mutual covenants and agreements herein set forth, Railroad, insofar as it lawfully may, does hereby grant unto Licensee the right and privilege to construct, maintain and use a private vehicular crossing upon, over and across the property and track of Railroad at Mile Post L 441.94 near Frellsen, Louisiana as indicated on the print attached hereto and made a part hereof.

## UPON THE FOLLOWING TERMS AND CONDITIONS:

1. USE. The use of said crossing shall be limited to the location hereinbefore specified and Licensee, as a further consideration and as a condition without which this license would not have been granted, agrees to restrict its and its employees', agents' and invitees' use to said location and no other for crossing the property and tracks of the Railroad.

Licensee shall not do or permit to be done any act which will in any manner interfere with, interrupt or endanger Railroad's operations or facilities.

Licensee shall install, or have installed, usual and appropriate signage advising users of said crossing to stop before crossing said tracks.

Licensee acknowledges that use of the crossing may be restricted by Railroad's trains blocking said crossing from time to time.

Licensee agrees to hold harmless, defend and indemnify Railroad from any claims for damages incurred by Licensee as a result of Railroad trains blocking said crossing.

Licensee agrees to indemnify Railroad for the actual cost of maintenance charged to the Railroad to comply with possible future public crossing requirements at the above-named location not to exceed \$50,000.00.

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2. TERM. This Agreement shall become effective as of the date first above written and shall continue in effect thereafter subject to the right of the Railroad to terminate this Agreement for a material default by Licensee after giving 30 days advance written notice. Said notice of default shall be suspended if Licensee commences to cure any default and continues with due diligence to do so. Prior to termination of this Agreement, Licensee shall remove its roadway from Railroad's premises (except for the crossing located between the ends of ties) and restore Railroad's property, to a condition satisfactory to the Railroad, all at Licensee's sole risk and expense and if Licensee fails to so remove or restore, Railroad shall have the right, but not the obligation to do so at Licensee's sole risk and expense. After the time during which Licensee may cure a default, but prior to termination, Railroad shall have the right, but not the duty, to remove the crossing of Railroad's tracks and to restore the property, all at Licensee's sole risk and expense. Licensee shall pay the actual cost of any work performed by Railroad upon presentation of a bill. Railroad shall have the right to require Licensee to deposit the estimated cost of any or all removal or restoration work involving the roadway and/or crossing or to furnish an acceptable performance bond in such amount upon execution of this Agreement or at any time thereafter to assume complete performance under this Section. Railroad retains the right of any time to relocate this crossing to a location that is mutually agreed upon by the parties should the crossing in any way interfere with Railroad operations. In the event of such relocation all costs incurred in such relocation shall be borne by Licensee.

Unless the parties mutually agree to leave the roadway or crossing in place after termination, the termination of this Agreement shall not be effective until all removal and restoration is complete. Termination of this Agreement shall not release Licensee from any liability or obligation which accrued prior to such termination.

3. CONSTRUCTION. The construction of the road, including the necessary grading, culverts and drainage on each side of the Railroad's track, shall be performed by the Licensee at its own risk and expense, and to the reasonable satisfaction of the Railroad's authorized representative. The Railroad will install the crossing over its track(s), from end of tie to end of tie and make all adjustments required in railroad facilities, if any, at Licensee's expense. For performance of this work Licensee shall pay Railroad Twenty Seven Thousand One Hundred Three Dollars and no one hundreths (\$27,103.00) upon execution of this Agreement.



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4. COST. Cost as referred to in this Agreement shall consist of the direct cost of labor and direct cost of material plus Railroad's then current customary additives in each instance.

5. NOTIFICATION TO RAILROAD. At least ten (10) days prior to entering upon the Railroad's property for the purpose of performing any construction or maintenance work hereunder, the Licensee shall notify Railroad's authorized representative in writing.

6. SIGHTING AT CROSSING. LICENSEE SHALL KEEP EACH QUADRANT OF LAND OWNED BY LICENSEE LOCATED AT THE INTERSECTION OF THE PRIVATE ROAD WITH RAILROAD'S TRACK REASONABLY FREE OF BUSHES, TREES, WEEDS AND OTHER VEGETATION THAT WOULD MATERIALLY INTERFERE WITH A MOTOR VEHICLE OPERATOR SIGHTING AN APPROACHING TRAIN.

Licensee agrees to defend, indemnify and hold harmless the Railroad from any claims or suits for damages due to acts of Licensee for personal injury or property damage resulting from or alleging negligence of liability on the part of the Railroad and/or Licensee because of alleged interference to the vision (as provided in this Article 6) of persons using the crossing.

7. RAISING WIRE LINES. If it should be necessary to raise any wire on Railroad property not belonging to Railroad to provide safe clearance for vehicles, Licensee shall make all arrangements therefor at its own sole risk and expense.

8. SIGN. Licensee will, at its own expense, erect and maintain, at a location or locations satisfactory to Railroad's authorized representative, a sign or signs bearing the words "PRIVATE CROSSING - NOT FOR PUBLIC USE." The sign will be located immediately in front of said crossing.

9. MAINTENANCE. Licensee shall, at its own risk and expense, maintain said road (except the crossing over the track of Railroad) in good and safe condition. The Railroad shall, at the sole risk and expense of Licensee, repair the crossing over its track, however, Railroad shall have the right, but not the duty, to perform, at Licensee's sole risk and expense, any repair or maintenance on the crossing that Railroad, in its reasonable opinion based on reasonable evidence, considers necessary and Licensee shall pay the actual cost thereof upon receipt of a bill whether made at Licensee's request or otherwise.



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10. CROSSING TO BE KEPT FREE OF DEBRIS. Licensee shall, at all times during the term of this Agreement, keep the Railroad's track free of dirt, rocks or other debris, and will not knowingly permit any condition which will interfere with the safe operation of trains over said private road crossing. If at any time Licensee shall fail so to do, Railroad may, at its option, remove any debris, and Licensee will pay Railroad the cost thereof, upon receipt of bill therefor. If the continued or repeated presence of dirt, rocks or debris should create an operating hazard, Railroad may keep a flagman on duty at Licensee's expense until such condition is corrected in a manner satisfactory to Railroad, or at its option may immediately terminate this Agreement if not corrected within time allotted for default notice as provided in Article 2 herein.

11. GATES AND FLAGGING. Licensee shall, at its own risk and expense, install and maintain an entry way or gate immediately in front of said crossing or in the vicinity thereof as Railroad indicates is necessary and shall keep the gates closed when not in actual use if the Railroad deems it necessary. Said entry way or gate will designate private nature of crossing. Licensee shall, at its own risk and expense, provide whatever flag protection Railroad shall indicate is necessary. Railroad shall also have the right, but not the duty, to provide any such flag protection at Licensee's sole risk and expense and Licensee shall pay the actual cost upon receipt of a bill. It is understood, however, that it shall be Licensee's obligation to take all necessary steps reasonably required by Railroad to prevent all unauthorized persons from using the crossing and nothing herein shall be construed to relieve Licensee of this obligation.

12. CROSSING PROTECTION. If at any time due to the density of traffic the Railroad should in its good faith judgment deem it necessary to install, or should be required by law or competent public authority to install, flashing lights, crossing gates or other warning devices at the crossing of said road over the track of the Railroad, the Licensee agrees that it will pay to the Railroad the expense of installing such lights, gates or other warning devices, and from time to time the expense of operating, maintaining, repairing and renewing such lights, gates or other warning devices, upon receipt of bills rendered therefor.

13. INDEMNITY. The Licensee agrees to indemnify and save harmless the Railroad, its officers, employees and agents, and to assume all liability for death of or injury to any person or persons, including, but not limited to,

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officers, employees, agents, patrons, grantees, lessees, and licensees of the parties hereto, and for all loss of or damage or injury to, any property, including, but not limited to, property of the parties hereto, including all incidental expenses, attorneys' fees and costs incurred or sustained by the Railroad, in any manner or degree caused by, attributable to, or resulting from, any of the acts of Licensee in its exercise of the rights herein granted; or the failure of the Licensee to conform to conditions of this license; or any acts involving the construction, maintenance, repair, renewal, alteration, change, relocation, existence, presence, use, operation, or removal of any structure on Licensee's property (other than the Railroad right-of-way) incident to the exercise by Licensee of any rights granted herein or anything occurring on Licensee's property.

14. INSURANCE. Licensee shall procure and maintain during the life of this Agreement LIABILITY INSURANCE which will insure the indemnity undertakings herein set forth. Such insurance shall have a minimum combined single limit of \$2,000,000 per occurrence. Licensee shall furnish the Railroad with a certificate evidencing that such insurance is in full force and effect and that the same will not be cancelled without at least fifteen (15) days' advance written notice by the insurance carrier to the Railroad. AND IN ADDITION TO OTHER INFORMATION THE CERTIFICATE SHALL CONTAIN THE FOLLOWING LANGUAGE:

Notwithstanding anything contained herein to the contrary, the Liability Insurance hereinabove referred to is extended to specifically insure the indemnity obligations assumed by The Prudential Insurance Company of American under Section 13 of an Agreement dated September \_\_\_, 1981, with Illinois Central Gulf Railroad Company covering use of Railroad's property for a private road crossing.

15. REMOVAL OF ROAD AND CROSSING. Upon the termination of this Agreement, the Licensee will, at its expense, remove said road and restore the right of way and track of the Railroad to their former condition, and upon its failure to do so, the Railroad may make such removal at the sole risk and expense of the Licensee, to be paid by Licensee upon receipt of bill therefor. Upon such termination, Railroad shall remove the crossing at the expense of Licensee and Licensee shall pay the actual cost upon receipt of a bill.

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16. FAILURE TO FULFILL COVENANTS. If Licensee should at any time fail or refuse to fulfill or perform any of the conditions hereof, Railroad should have the right to terminate this Agreement after due notice as provided in Article 2 herein.

17. BINDING ON SUCCESSORS AND RESTRICTION ON ASSIGNMENT. The covenants, stipulations and conditions of this Agreement shall extend to and be binding upon the Railroad, its successors and assigns, and shall extend to and be binding upon the Licensee and the successors or assigns of the Licensee. Licensee shall not have the right to assign this Agreement without first obtaining the consent in writing of the Railroad thereto, which consent will not be withheld unreasonably.

18. The Licensee shall pay all taxes, general and special, license fees or other charges which may become due or which may be assessed against the premises of the Railroad because of construction, existence, operation or use of said roadway or crossing, or the business conducted in connection with said facility, and shall reimburse the Railroad for any such taxes, license fees or other charge which may be paid by the Railroad Company promptly upon the presentation of bills therefor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate as of the date first above written.

ILLINOIS CENTRAL GULF RAILROAD COMPANY

By: *J. L. Leger*  
Vice President and Chief Engineer

THE PRUDENTIAL INSURANCE COMPANY  
OF AMERICA

By: *[Signature]*  
Vice President



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19-AUG-41

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ILLINOIS CENTRAL GULF RAILROAD  
ENGINEERING DEPARTMENT  
BUDGET AND PLANNING SECTION

FREELISSE, I.A. DATON ROUGE DISTRICT MISSISSIPPI SOUTH DIVISION  
VAL SEC LA-1 HP 441.94 FILE L 442/23  
PRUDENTIAL INSURANCE COMPANY OF AMERICA.  
INSTALL A 44" RUBBER PAD CROSSING, RENEW 100% TIPS, WELD 3 JOINTS.

ACCT CODE	DESCRIPTION	UNIT COST	QUANTITY	UNIT	TOTAL COST
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UCI

ADDITIONS AND IMPROVEMENTS

4	JOINT WELDS - FIELD	45.55	3.00	JTS.	136.65
4	FIELD WELD RAIL JOINTS	16.14	9.00	M.H.	145.26
3	DRAINAGE - FILTER CLOTH	2.71	68.00	T.F.	184.28
3	PLACE FILTER CLOTH	16.14	2.00	M.H.	32.28
39	AA RUBBER PAD CROSSING	282.96	48.00	T.F.	13582.68
39	AA DEFLECTOR SHIELD-LEAD PLATES	135.00	1.00	SFT	135.00
39	INSTALL ATING RUBBER	16.14	105.00	M.H.	1694.50

MATERIAL  
SALES TAX 4.05  
LABOR  
OTHER

14050.11  
1882.57  
0.00  
6985.37

I.C.G. OVERHEAD

23055.85

INCIDENTAL OPERATING EXPENSES

212	111 LRED CROSS 7"x9"x8" OAK	10.41	44.00	EACH	457.24
220	CHANGE OUT CROSS TIPS	16.14	17.60	M.H.	284.06
210	TRACK SPIKES 6"x5/8"	60.60	1.70	M.H.	45.26
21H	HALLAST CRUSHED STONE	3.95	51.00	C.Y.	239.14
21H	ONLOAD HALLAST	16.14	5.00	M.H.	80.70
21H	WORK TRAIN SERVICE - OTHER	1247.40	1.00	DAY	124.74
22H	SURFACE TRACK	16.14	6.00	M.H.	96.84
220	STRIP TRACK	16.14	13.00	M.H.	210.50

MATERIAL  
SALES TAX 4.05  
LABOR  
OTHER  
I.C.G. OVERHEAD

1159.44  
52.97  
774.49  
124.74  
1055.10

1013

-AUG-2-

PAGE

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SUB-TOTAL IOE  
TOTAL ARM AND IOE

3507.24  
27153.00

SALVAGE VALUE MATERIAL RELEASED

216 ANGLE BARS 115# 36" SH 19.57 3.00 PAIR 50.71

LESS HANDLING 0.15

-0.81

S. TOTAL SALVAGE

47.90

S. TOTAL NET ESTIMATED COST

27105.00

JOSEPH AND REESE  
NOTARY PUBLIC DEPARTMENT  
4750 ONE SHELL SQUARE  
NEW ORLEANS LA 70139

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**ACT OF DECLARATION OF § UNITED STATES OF AMERICA**  
**RESTRICTIVE COVENANTS**

**BY § STATE OF LOUISIANA**

**THE PRUDENTIAL INSURANCE § PARISH OF ORLEANS**  
**COMPANY OF AMERICA**

BE IT KNOWN, that on this 11th day of August, in the year Nineteen Hundred Eighty-Nine, before me, the undersigned Notary Public, duly commissioned and qualified in and for the State and Parish aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey mutual insurance corporation, authorized to do and doing business in the State of Louisiana, herein represented by its undersigned, duly authorized officer (hereinafter referred to as "Developer"),

who did declare that:

WHEREAS, Developer is the owner of certain property located in the Parish of St. Charles, State of Louisiana, more particularly described on Exhibit "A", attached hereto and made a part hereof; and

WHEREAS, Developer had caused said Property to be so subdivided on a plan of resubdivision by J. J. Krebs and Sons, Inc., dated May 16, 1980, creating the "River Bend Business Park" (hereinafter sometimes referred to as the "Subdivision Plan"); which said Subdivision Plan was recorded on May 23, 1984 under Entry No. 102580, in COB 315, folio 394, of the public records of the Parish of St. Charles, State of Louisiana; said property (and other parcels not encumbered herein) is more recently shown on a survey by Gerald Swanson, Inc. dated May 26, 1987, revised June 14, 1988; and

145176



WHEREAS, Developer desires to develop said Property into a planned business park providing for commercial, office and warehouse/industrial facilities in a planned, orderly and controlled manner; and

WHEREAS, Developer desires to establish various types of restrictions on the construction and use of property in River Bend Business Park;

NOW, THEREFORE, The Prudential Insurance Company of America does hereby establish protective covenants and restrictions affecting the Property, as hereinafter set forth, which protective covenants and restrictions shall inure to the benefit of and be enforceable by the Developer, its successors and assigns, and any subsequent Owner of all or any part of the Property, as follows:

#### ARTICLE I

##### DEFINITIONS

Section 1. "Developer" shall mean and refer to The Prudential Insurance Company of America, its successors and assigns.

Section 2. "Property" shall mean and refer to all or any portion of the real property described on the attached Exhibit "A".

Section 3. "Development" shall mean and refer to River Bend Business Park.

Section 4. "Lot" or "Site(s)" shall mean and refer to those subdivided locations/parcels which are a part of the Property.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Property.

Section 6. "Building" shall mean and refer to any completed building or portion of a completed building situated on the Property and intended or designed for office, commercial or industrial use.

Section 7. "Lessee" shall mean and refer to any record Lessee, whether one or more persons or entities, of any Lot or Building, or portion thereof.

Section 8. "Common Areas" shall mean and refer to those parts of the Property which are not a part of any Lot or Site, or which are dedicated to public use, but which may be temporarily used or beautified by adjacent Owners, such as the median strip of public streets and the area between the curb of public streets and the lot lines of the Lots or Sites.

## ARTICLE II

### GENERAL PROVISIONS

Section 1. Developer does hereby create and establish and subject the Property to the hereinafter set forth protective covenants and restrictions, which are and shall be real obligations in the nature of predial servitudes and covenants running with the land. The Property is and shall be held, conveyed, hypothecated or encumbered, mortgaged, sold, leased, rented, used, occupied, or improved subject to these restrictions hereinafter set forth, all of which building and use restrictions are and shall be enforceable by Developer, its successors, and/or assigns, and any person, firm, or corporation acquiring or owning any lot included within the Property or any subsequently subdivided portion thereof, or acquiring or owning any interest in the improvements located thereon. The building and use restrictions created herein shall inure to the benefit of and pass with each and every lot or any subsequently subdivided portion thereof contained within the Property, and said building and use restrictions shall apply to and bind the heirs, assignees, and successors in interest of any owner thereof.

Section 2. The purpose of these restrictions is to insure proper development and use of the Property, to protect the owner of each parcel against unplanned development and use of surrounding parcels that might depreciate the value of such owner's parcel, to control the type of construction erected on the Property, to encourage attractive improvements, to prevent inharmonious improvements, to secure proper setbacks from streets, and to establish adequate free spaces between structures.

### ARTICLE III

#### OPERATION AND USE

Section 1. All of the Sites in River Bend Business Park are to be used only for commercial offices, merchandise showrooms, warehouses, retailing, or light manufacturing. No Site or Sites in the Development may, at any time, be used for the manufacture, storage, distribution or sale of any product or item which shall increase the fire hazard of adjoining property, or which constitutes a nuisance by reasons of unreasonable odors, gases, dust, fumes, smoke, noise, vibration, refuse matter or water-carried waste; or for purposes causing nuisance or injury to the Development or the neighboring Site; or for any purpose or use in violation of local, state or federal statutes or ordinances.

Section 2. Each Owner and Lessee will keep or cause its Lot(s) or Site(s) to be kept free of any hazardous waste or contaminants in amounts prohibited by federal or state regulations, and will not install in the buildings or improvements, nor permit to be installed in those improvements, any substance in such amounts deemed hazardous by federal or state regulations respecting such substance, including but not limited to any PCB materials or friable asbestos or any substance containing asbestos, and will remove such hazardous materials promptly, upon discovery, at its sole expense. (All such contaminants, waste, PCB materials and asbestos, or material containing asbestos, are referred to herein as "dangerous substances").

Section 3.

(a) Any and all exploration, development, production, or distribution of oil, gas or any other hydrocarbon substances or other minerals, including by way of illustration, but not limitation, the drilling of an oil or gas well, on any property subject to these restrictions is prohibited.

(b) Without limitation of any of the restrictions set forth herein, the following operations and uses shall not be permitted on the Property subject to these Restrictions:

residential; trailer courts; junk yards; commercial excavation; distillation of bones; dumping, disposal, incineration or reduction of garbage or refuse in any form; fat rendering; stockyard or slaughter of animals; refining of petroleum or of its products; smelting processor; cattle or hog raising, or raising of any other animals or poultry.

#### ARTICLE IV

##### SITE PLAN

The development of each individual Site shall conform to the following specific requirements which are in addition to and not in lieu of state and local regulatory codes and laws:

(a) Minimum lot size for industrial Lots shall be 43,560 square feet (one acre). The minimum lot size for office and commercial uses shall be that which is necessary to accomplish required on-site parking, building and landscaping.

(b) Buildings shall be set back at least twenty-five (25') feet from the property line on any street. No side or rear set backs are required, except as required by local building codes or regulations.

(c) There is no maximum building height limitation.

(d) All parking areas shall be curbed, guttered and paved with concrete. Adequate off-street parking shall be provided to accommodate all of the parking needs on each Site. No on-street parking shall be permitted. The minimum number of parking spaces shall conform to the following requirements:

1. Office - one (1) space for each two hundred fifty (250) square feet of net leasable floor area.
2. Commercial - one (1) space for each three hundred (300) square feet of net leasable floor area. [For the purposes hereof, "Commercial" use is defined as a business engaged in a general service type activity, such as garages (but excluding warehouses and storage), automobile and boat sales and household moving centers].
3. Warehouses and Light Industrial - one (1) space for each two thousand (2,000) square feet, or part thereof, of gross floor area for the first twenty-five thousand (25,000) square feet; one space for each three thousand (3,000) square feet, or part thereof, for the

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second twenty-five thousand (25,000) square feet; one space for each four thousand (4,000) square feet, or part thereof, of gross floor area for areas in excess of the initial fifty thousand (50,000) square feet of floor area of the building.

4. Light Manufacturing - parking shall be determined by the maximum number of employees on the largest shift. One space shall be required for each employee.

The type of use referred to in each of the four (4) above categories shall be as defined in the St. Charles Parish regulations.

Parking requirements may be modified by Developer or by approval of a majority of the Owners, in accordance with Article XI, Section 3, either upon application by the Owner or Lessor showing reasons therefor, or upon independent determination by Developer.

Regardless of the requirements herein, parking standards will, in all cases, conform to the minimum regulations of St. Charles Parish.

(e) All land areas of each Site not covered by buildings or pavement shall be landscaped at Owner's expense in an attractive and aesthetic manner. An expenditure for landscaping by Owner of one (1%) percent of the total project cost of the Building on any Site shall be deemed to constitute compliance with this landscaping obligation. The front four (4') feet of the set back from street property lines on all streets shall be landscaped with the exception of areas used for walks and driveways bisecting the required landscaped area. Landscaping shall be installed within ninety (90) days of occupancy or completion of the Building, whichever occurs first. It is the responsibility of the Owner to maintain the landscaped area in an attractive and well-kept condition.

Grass and weeds on each Site, including an area forty (40') feet wide adjacent to the curb line, shall be kept mowed at regular intervals. Trees and plants which die shall be promptly removed from the Property.

(f) In the event an Owner develops less than an entire Site, the undeveloped portion thereof will not be required to be landscaped as set forth above, provided that the

undeveloped portion is one contiguous area at least one (1) acre in size, and such area remains undisturbed in its natural state.

(g) All outside storage shall be screened from public view behind a visual barrier, such as a solid wood fence, to the extent feasible, not less than eight (8') feet in height.

(h) Loading docks shall be set back at least seventy (70') feet from the street property line.

(i) No fence or screening wall shall exceed eight (8') feet in height. No wall exceeding three (3') feet in height shall be located within the set back area paralleling a street right-of-way.

(j) All signs shall be of a size and nature so as to preserve the quality and atmosphere of River Bend Business Park, as follows:

1. Free standing ground signs shall be permissible if they do not exceed a vertical height of five (5') feet above grade and do not exceed an area of one hundred (100) square feet. Other than as aforesaid, all signs must be attached to a Building, must be installed so as to be parallel to and contiguous with the Building wall and must not project above the roof of the Building to which they are attached. No sign shall contain or utilize any flashing, blinking, intermittent or moving light or source of illumination, provided, however, that any such sign or signs may be backlighted or illuminated with flood lights. All signs must be consistent with the size of the structure to which they are attached, such that one (1) square foot sign area shall be allowed for each five hundred (500) square feet of interior square footage contained within the main building on any site. However, in no event shall any sign exceed two hundred (200) square feet in area. All signs shall be restricted to the name and/or logo of the establishment located on that particular lot and shall not be used to advertise or promote any other business. No sign shall be painted directly on the exterior wall of the Building. Small, temporary signs, such as signs identifying future tenants or construction work are permissible during the construction period.

#### ARTICLE V

##### BUILDING DESIGN

The objective of Developer in formulating and establishing building standards is to obtain consistency and quality in architectural design to protect and enhance values in the



Development. Any building erected on any Site shall conform to the following construction practices.

(a) The outside wall finish of all Buildings shall be of masonry construction tilt-up concrete, glass, its equivalent, or better, in all cases where such outside wall faces the street.

(b) Exterior walls, except for those which are pre-cast or cast-in-place concrete with exposed aggregate finish or brick, must be painted or suitably treated, and exterior color shall be harmonious with the overall aesthetics of the Development.

#### ARTICLE VI

##### COMPLETION OF CONSTRUCTION

All construction, once commenced, shall be pursued diligently until completion, and, the Site shall, at all times, be maintained in a neat and attractive condition. No excavation on any site shall be made except in connection with construction of an improvement, and upon completion thereof exposed openings shall be backfilled and disturbed ground shall be graded and levelled.

#### ARTICLE VII

##### MAINTENANCE AND REPAIRS

Section 1. Each Owner or Lessee of any Site shall have the duty and the responsibility for keeping the premises, parking areas, Buildings, improvements, appurtenances and landscaping in a well-planned, safe, clean and attractive condition at all times. In the event Owner or Lessee fails to fulfill this duty and responsibility after reasonable notice, Developer or other Owners may, at their option but under no obligation, legally compel such required maintenance, repairs or improvements to be completed at the expense of the Owner or Lessee.

Section 2. The Owner or Lessee of any Site within the Development shall maintain and keep the Common Area adjacent to its Site in a neat, attractive condition in conformity with the provisions hereof.

## ARTICLE VIII

SERVITUDES

Developer retains the right, but not the duty, and is authorized and empowered to grant such licenses, servitudes, and/or rights-of-way for all utilities, including, but not limited to, water, sewer, gas, telephones and underground electricity, as may be considered necessary and appropriate by Developer in the Common Areas or in any property owned by Developer.

## ARTICLE IX

REMEDIES FOR VIOLATIONS

Section 1. All provisions, restrictions, conditions, servitudes, covenants, and agreements herein set forth shall be binding on all of the Lots and Sites in the Development and the Owners or Lessees of said Lots and Sites. Any breach thereof, if continued for a period of thirty (30) days from and after the date the Developer, its successors and assigns or other Lot Owner, shall have notified in writing the Owner or Lessee of the Site upon which or as to which such breach has been committed, to discontinue or cease such action and to correct such breach, shall warrant the Developer, its successors and assigns, or other Lot Owner, to apply to any court of law or equity having jurisdiction thereof for injunctive or other proper relief, and if such relief be granted, the court may, in its discretion, award to the plaintiff in such action reasonable expenses, including attorney's fees.

Section 2. The failure of the Developer, its successors and assigns, or other Lot Owner to enforce any restrictions herein contained shall in no way be deemed a waiver of the right to do so hereunder, nor be deemed a waiver of the right to enforce any other restrictions.

ARTICLE X

VARIANCES

As long as it owns twenty (20%) percent or more of the area of the Lots or Sites, Developer may in its discretion allow reasonable variances and adjustments of these conditions and restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the regulations contained herein; provided, however, that such is done in conformity with the intent and purpose hereof; and, provided also that such variance or adjustment will not be apparently and materially detrimental or foreseeably injurious to other property or improvements. The Developer shall not, in any manner, be liable or responsible for the consequences of its actions taken in good faith.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Section 1. In addition to complying with the provisions hereof, any proposed uses and/or improvements in this Development shall be submitted by formal application from the Owner or Lessee requesting such use of improvement to the St. Charles Parish Zoning Administrator for review and approval by appropriate officials of St. Charles Parish.

Section 2. Developer reserves the right to assign all of the rights, common powers and reservations of the Developer herein contained to any person, corporation, partnership, or association which will assume the duties of the Developer pertaining to the particular rights, powers and reservations assigned. In the event of such assignment, and in the event the Property is not fully developed and improved, the person, corporation, partnership, or association shall have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by the Developer herein. Upon such assignment, without further action of any party, Developer shall be relieved from all liabilities, obligations and duties hereunder. The term "Developer", as used herein, includes all such assignees and their heirs, successors and assigns.

Section 3. Whenever the Owners of the Property covered by this Act of Dedication shall vote as called for in this act, they shall have the right to cast one (1) vote for each full acre of land owned by them and covered by this Act.

Section 4. These covenants and restrictions are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the Owners of more than half of the Property covered by this Act of Dedication is recorded, agreeing to terminate or change such covenants in whole or in part.

Section 5. This Act of Declaration of Restrictive Covenants may be terminated, extended, modified or amended, with the written consent of the majority of the Owners of the Property then covered by this Act of Declaration (Developer is hereby considered as one of the Owners), which Owners shall vote according to the provisions outlined in this Article XI, Section 3, provided that so long as Developer owns at least thirty (30%) percent of the Property subject to this Act of Dedication, no such termination, extension, modification or amendment shall be effective without the written approval of Developer thereto.

Section 6. Invalidation of any one of these covenants or restrictions by any court shall in no way affect any other provision which shall remain in full force and effect.

Section 7. Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is, and shall be, conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in said property.

Section 8. All restrictions, conditions, covenants and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every part and parcel in favor of every other parcel, and shall create reciprocal rights and obligations

between the respective owners of all parcels, their heirs, successors and assigns and shall create privity of contract and estate between all grantees of said parcels, their heirs, successors and assigns; and shall, as to the owner of each parcel, his heirs, successors and assigns, operate as covenants running with the land, for the benefit of all other parcels.

Section 9. Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer.

## ARTICLE XII

### NON-LIABILITY TO DEVELOPER

Section 1. The decisions, rights to grant variances, and remedies for non-performance granted to Developer, are made for what is perceived to be in the best interest of the Development, and, Developer is not acting as agent of, nor on behalf of, other Owners or Lessees, none of whom should rely on Developer for protection or for the benefit of any expertise.

Neither Developer, nor its successors or assigns shall be liable in damages to anyone applying for a variance or approval, or to any Owner or Lessee of the Property for any reason arising out of or in connection with such approval or variance.

Section 2. Any provision hereof that may require or permit the approval, permission, disapproval, or other affirmative action of Developer, shall become null and void and of no force and effect immediately upon either of the following events: (a) in excess of eighty (80%) percent of the Property is fully developed and improved with permanent buildings and other structures, or (b) the Developer, or its successors and assigns, no longer owning any undeveloped Lots or Sites.

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THE STATE OF TEXAS |

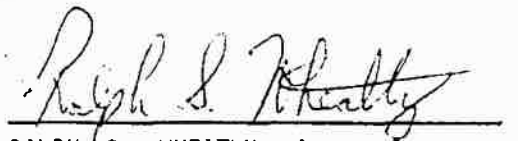
COUNTY OF HARRIS |

BEFORE ME, the undersigned authority, personally appeared RALPH S. WHEATLY, to me personally known to be an Assistant Secretary of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, who, being by me duly sworn according to law, on his oath deposes and says he is an Assistant Secretary of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, having custody of the records of the said Company, and that Section 9 of the By-Laws of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, as now in full force and effect, contains among other provisions, the following:

"The Chairman of the Board and Chief Executive Officer, the President, and any one of the Vice Presidents, shall have power to execute on behalf of the Corporation all instruments, deeds, contracts and other corporate acts and papers, subject only to the provisions of By-Law 24."

Deponent further says that By-Law 24 deals only with contracts of annuity and insurance.

Further, Deponent says that J. SCOTT WEAVER is one of the Vice Presidents of said Company, and that the above officer was a Vice President having authority to perform the above mentioned duties, on the 11th day of August, 1989.

  
RALPH S. WHEATLY, Asst. Secretary

SUBSCRIBED and SWORN TO before me this 11th day of August, 1989.

  
Notary Public, State of Texas





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THUS DONE AND PASSED at New Orleans, Louisiana, on the day, month and year hereinabove first written, in the presence of the undersigned competent witnesses who hereunto sign their names with the said appearer, and me, Notary, after reading of the whole.

WITNESSES:

THE PRUDENTIAL INSURANCE  
COMPANY OF AMERICA

Earlene W. Calo  
Earlene W. Calo

BY:

J. Scott Weaver  
J. Scott Weaver

Janna Shearman  
Janna Shearman

TITLE: Vice-President

Robert J. Conrad

NOTARY PUBLIC  
ROBERT J. CONRAD

ST. CHARLES PARISH, LA.  
59 AUG 16 A.M. 49  
RETURN TO Embury  
BOOK 409 FOLIO 307  
Janna M. Shearman  
By Clerk

EXHIBIT "A"

to Act of Declaration of Restrictive Covenants  
by The Prudential Insurance Company of America

A CERTAIN PORTION OF GROUND, together with all the buildings and improvements thereon and all of the rights, ways, privileges, prescriptions, servitudes, advantages and appurtenances thereunto belonging or in anywise appertaining, situated in Sections 39 and 40, Township 12 South, Range 9 East, Parish of St. Charles, in the Southeastern District of the State of Louisiana on the left descending bank of the Mississippi River, being a part of the upper portion of Fairview Plantation, now designated as River Bend Business Park in accordance with a plan of resubdivision by J. J. Krebs & Sons, Inc. C.E., dated May 16, 1980, registered in COB 315, folio 394, St. Charles Parish, on May 23, 1984. According to the aforesaid survey said property is designated as **LOTS NOS. 1, 2, 3, 4, 5, AND 6, RIVER BEND BUSINESS PARK**, and **LOT 7-A, RIVER BEND BUSINESS PARK**, which Lot 7-A is a resubdivision of original Lot 7 in accordance with a plan of resubdivision by Gerald Swanson, Inc., R.L.S., dated March 28, 1989, registered in COB 404, folio 519, St. Charles Parish.

Being a portion of that property acquired by The Prudential Insurance Company of America from C. N. Monsted, et als by act before Miles J. Blazek, Jr., Notary Public, dated February 13, 1980, registered in COB 242, folio 124, records of St. Charles Parish, Louisiana, and being that property acquired by The Prudential Insurance Company of America from Albert G. Jackson, et als by act before Miles J. Blazek, Jr., Notary Public, dated May 2, 1980, registered in COB 245, folio 742, records of St. Charles Parish, Louisiana.

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Prepared and Filed by: Adams and Reese, Notarial Dept., 4500 One Shell Square, New Orleans, LA 70139

**ACT OF TRANSFER AND DEDICATION  
OF PROPERTY AND GRANT OF  
SERVITUDE**

UNITED STATES OF AMERICA

BY: THE PRUDENTIAL INSURANCE  
COMPANY OF AMERICA

STATE OF TEXAS  
COUNTY OF HARRIS

TO: THE PARISH OF ST. CHARLES

STATE OF LOUISIANA  
PARISH OF ST. CHARLES

BE IT KNOWN, that on this 8<sup>th</sup> day of September, 1989,

BEFORE US, the undersigned authorities, duly commissioned and qualified in and for the aforesaid jurisdictions, and in the presence of the competent witnesses hereinafter named and undersigned,

PERSONALLY CAME AND APPEARED:

**THE PRUDENTIAL INSURANCE COMPANY OF AMERICA**, a corporation organized and existing under and by virtue of the laws of New Jersey, authorized to do business in the State of Louisiana, herein appearing by and through its undersigned representative, duly authorized, (hereinafter referred to as "Grantor"),

who declared unto me, Notary, that it is the owner of certain real property situated in the Parish of St. Charles, State of Louisiana, more particularly described as follows, to-wit:

A CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon and all of the rights, ways, privileges, prescriptions, servitudes, advantages and appurtenances thereunto belonging or in anywise appertaining, situated in Section 39, Township 12 South, Range 9 East, Parish of St. Charles, in the Southeastern District of the State of Louisiana on the left descending bank of the Mississippi River, being a part of the upper portion of Fairview Plantation, now designated as River Bend Business Park in accordance with a plan of resubdivision by J. J. Krebs & Sons, Inc. C.E., dated May 16, 1980, registered in COB 315, folio 394, St. Charles Parish, on May 23, 1984. Said lot is designated as **LOT NO. 7-B, RIVER BEND BUSINESS PARK**, being a resubdivision of original Lot 7 in accordance with a plan of resubdivision by Gerald Swanson, Inc., R.L.S., dated March 28, 1989, registered in COB 404, folio 519, St. Charles Parish, a copy of which is annexed hereto and made part hereof, and according to which plan said lot is described as follows:

Commencing at the intersection of the east line of River Bend Boulevard and the south right of way line of L. & A. Railroad, thence N 72°56'16" E a distance of 434.62 feet to the POINT OF BEGINNING; thence continuing in the same direction a distance of 976.43 feet; thence S 9°30'28" E a distance of 23.21 feet; thence S 66°55'21" W a distance of 265.92 feet; thence S 64°58'00" a distance of 695.01 feet to a point of intersection with the line common to Lots 7-A and 7-B, thence along said line N 25°02' W a distance of 148.69 feet to the point of beginning. Containing 1.825 acres, more or less.

Being a portion of that property acquired by The Prudential Insurance Company of America from C. N. Monsted, et al by act before Miles J. Blazek, Jr., Notary Public, dated February 13, 1980, registered in COB 242, folio 124, Entry No. 74068, records of St. Charles Parish, Louisiana.

Grantor further declared that there is presently situated on the above described property a private, operative sewage treatment plant which serves the River Bend Business Park.

Grantor further declared that under the covenants, conditions and stipulations hereinafter recited, it does, by these presents grant, convey, dedicate, transfer, assign, set-over, quitclaim, abandon and deliver the abovedescribed property, without warranty, but with full subrogation in

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and to all the rights and actions of warranty which Grantor has or may have against all preceding owners and vendors, for and in consideration of the mutual benefits to be obtained, unto **THE PARISH OF ST. CHARLES** (hereinafter referred to as "Grantee").

**This property is dedicated and transferred** by Grantor and accepted by Grantee "AS IS" with no warranty whatsoever, even for the return of the purchase price, with Grantee expressly waiving any and all warranties, including those pertaining to fitness for a particular use, as well as those warranties against hidden, latent, or redhibitory defects. Grantee specifically waives warranty by Grantor as to the condition of the sewage treatment plant, its fitness for the use intended, and its capacity to serve any designated area.

Grantor does further grant unto the Parish of St. Charles a servitude five feet (5') in width along the easternmost property line of Grantor's property described as Lot FP-1, being a resubdivision of a portion of Fairview Plantation, in Section 39, T12S, R9E, St. Charles Parish, for the purpose of installing and maintaining a force main to connect the sewage treatment plant on the abovedescribed Lot 7-B of River Bend Business Park to the St. Charles Parish sewer line located along U.S. 61 (Airline Highway).

Grantor further declared that the aforesaid transfer and dedication of property and grant of servitude are subject to all of the following terms and conditions, to-wit:

1. The transfer and dedication of the fee ownership of Lot 7-B, River Bend Business Park, is subject to any prior reservation of all oil, gas and mineral rights thereunto.
2. The herein grant of the servitude for utility purposes shall constitute the granting only of a "personal servitude of right of use", being a "limited personal servitude" in favor of the Parish of St. Charles, as a public entity. Grantor does hereby reserve all rights of fee ownership to that portion of the aforesaid Lot FP-1 which comprises the servitude for utility purposes.
3. Grantor does hereby reserve unto itself and all prior owners all rights of ownership to all of the oil, gas and other minerals in, on and under the property covered and affected by the aforesaid utility servitude granted herein.
4. The transfer and dedication of property and grant of servitude for utility purposes are made by Grantor without any warranty whatsoever.
5. Grantor binds and obligates itself not to use the property transferred and dedicated herein in any manner which would be inconsistent with and detrimental to a sewage treatment plant or other public usage, which public usage may include the erection of a fire station. Grantee must further bind and obligate itself to use the utility servitude granted herein only for utility purposes.
6. This transfer and dedication and grant are given in consideration of, and are conditioned upon St. Charles Parish maintaining the sewage treatment system, and maintaining the force main to be installed within the utility servitude area, so as to always provide available sewage disposal to River Bend Business Park.

7. The grant herein of the servitude for utility purposes is not exclusive and Grantor reserves the right to use or grant any other rights with respect to said property not inconsistent with the aforesaid servitude grant.

8. The transfer and dedication and grant made herein are made subject to any and all existing encumbrances affecting the above described property.

9. In the event the property herein transferred and dedicated shall cease to be used for public purposes, Grantee hereby binds and obligates itself, at the option of and on demand of Grantor, to execute any and all documentation required to transfer fee ownership of said property to Grantor or its assigns, free and clear of any and all encumbrances, and to cancel the servitude granted herein.

10. The transfer and dedication and grant herein shall inure to the benefit of the Parish of St. Charles or any successor governmental body of St. Charles Parish, which shall be bound by all the terms and conditions hereof.

11. There is hereby transferred to St. Charles Parish all of Grantor's rights to use that servitude of ingress and egress of forty (40') feet in width, located along the southerly side of Lot 7-A as shown on plan of Gerald Swanson, Inc., R.L.S., dated March 28, 1989 referred to herein.

AND NOW, TO THESE PRESENTS, CAME AND INTERVENED:

THE PARISH OF ST. CHARLES, appearing herein by and through the Parish President, duly authorized by virtue of an ordinance of said Parish adopted on August 21, 1989, a certified copy of which is attached hereto and made a part hereof,

and said Parish of St. Charles does hereby accept, approve and ratify this transfer and dedication and grant under all of the terms and conditions as contained hereinabove, and does also hereby accept said sewage treatment plant and assumes the maintenance thereof.

THUS DONE AND PASSED, in triplicate originals in Houston, Texas, on the day, month and year first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearer and me, Notary, after due reading of the whole.

WITNESSES:

THE PRUDENTIAL INSURANCE COMPANY  
OF AMERICA

Katherine C. Shearon

BY:

J. Scott Weaver  
Vice President

Kathy Burrell

Kathleen T. Drake  
NOTARY PUBLIC IN AND FOR THE COUNTY OF  
Harris, STATE OF TEXAS

MY COMMISSION EXPIRES: 2-5-93

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THUS DONE AND PASSED, in triplicate originals, in the Parish of St. Charles, State of Louisiana, on this 21<sup>st</sup> day of August, 1989, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearer and me, Notary, after due reading of the whole.

WITNESSES:

PARISH OF ST. CHARLES

Timothy J. Vial

BY: Albert D. Lopez  
PARISH PRESIDENT

Carolyn H. Leuciers

[Signature]  
NOTARY PUBLIC

cc SEP 22 11: 26  
Consignee  
5504 410 50110 235  
Brandon M. Jelse  
By Cert



SUMMARY NO. 2722

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INTRODUCED BY: CURTIS T. JOHNSON, SR.  
COUNCILMAN, DISTRICT V

ORDINANCE NO. 89-8-18

An ordinance to approve and authorize the execution of an Act of Transfer and Dedication of Property and Grant of Servitude by The Prudential Insurance Company of America.

WHEREAS, The Prudential Insurance Company of America has constructed the River Bend Industrial Park in St. Rose, which has been duly approved and accepted for maintenance by St. Charles Parish; and,

WHEREAS, it is the intent of The Prudential Insurance Company of America to dedicate certain real property within its park for public use, including the existing sewer treatment plant.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the attached Act of Transfer and Dedication of Property and Grant of Servitude is hereby approved; and,

SECTION II. That the Parish President is hereby authorized to execute the attached Act of Transfer and Dedication of Property and Grant of Servitude on behalf of the Parish of St. Charles.

The foregoing Ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: BRADLEY, SIRON, TREGRE, ROBERTS, TALBOT, SOMME', JOHNSON, DUHE, DANFORD

NAYS: NONE

ABSENT: NONE

And the Ordinance was declared adopted this 21st day of August, 1989, to become effective five (5) days after publication in the Official Journal.

Steve Simon  
COUNCIL CHAIRMAN

CERTIFIED TRUE & CORRECT AS PER  
MINUTES DATED August 21, 1989

Joan Beuel  
SECRETARY

Joan Beuel  
SECRETARY  
ST. CHARLES PARISH COUNCIL

DELIVERED TO PARISH PRESIDENT 8-22-89

APPROVED: ✓

DISAPPROVED: \_\_\_\_\_

Albert D. Laguer  
PARISH PRESIDENT

RETURNED TO SECRETARY ON 8-22-89

AT 12:15 AM/PM

RECEIVED BY JB

000086

Prepared and Filed by: Adams and Reese, Notarial Dept., 4500 One Shell Square, New Orleans, LA 70139

**ACT OF TRANSFER AND DEDICATION  
OF PROPERTY AND GRANT OF  
SERVITUDE**

**UNITED STATES OF AMERICA**

**BY: THE PRUDENTIAL INSURANCE  
COMPANY OF AMERICA**

**STATE OF TEXAS  
COUNTY OF HARRIS**

**TO: THE PARISH OF ST. CHARLES**

**STATE OF LOUISIANA  
PARISH OF ST. CHARLES**

BE IT KNOWN, that on this 8<sup>th</sup> day of September, 1989,

BEFORE US, the undersigned authorities, duly commissioned and qualified in and for the aforesaid jurisdictions, and in the presence of the competent witnesses hereinafter named and undersigned,

PERSONALLY CAME AND APPEARED:

**THE PRUDENTIAL INSURANCE COMPANY OF AMERICA**, a corporation organized and existing under and by virtue of the laws of New Jersey, authorized to do business in the State of Louisiana, herein appearing by and through its undersigned representative, duly authorized, (hereinafter referred to as "Grantor"),

who declared unto me, Notary, that it is the owner of certain real property situated in the Parish of St. Charles, State of Louisiana, more particularly described as follows, to-wit:

A CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon and all of the rights, ways, privileges, prescriptions, servitudes, advantages and appurtenances thereunto belonging or in anywise appertaining, situated in Section 39, Township 12 South, Range 9 East, Parish of St. Charles, in the Southeastern District of the State of Louisiana on the left descending bank of the Mississippi River, being a part of the upper portion of Fairview Plantation, now designated as River Bend Business Park in accordance with a plan of resubdivision by J. J. Krebs & Sons, Inc. C.E., dated May 16, 1980, registered in COB 315, folio 394, St. Charles Parish, on May 23, 1984. Said lot is designated as LOT NO. 7-B, RIVER BEND BUSINESS PARK, being a resubdivision of original Lot 7 in accordance with a plan of resubdivision by Gerald Swanson, Inc., R.L.S., dated March 28, 1989, registered in COB 404, folio 519, St. Charles Parish, a copy of which is annexed hereto and made part hereof, and according to which plan said lot is described as follows:

Commencing at the intersection of the east line of River Bend Boulevard and the south right of way line of L. & A. Railroad, thence N 72°56'16" E a distance of 434.62 feet to the POINT OF BEGINNING; thence continuing in the same direction a distance of 976.43 feet; thence S 9°30'28" E a distance of 23.21 feet; thence S 66°55'21" W a distance of 265.92 feet; thence S 64°58'00" a distance of 695.01 feet to a point of intersection with the line common to Lots 7-A and 7-B, thence along said line N 25°02' W a distance of 148.69 feet to the point of beginning. Containing 1.825 acres, more or less.

Being a portion of that property acquired by The Prudential Insurance Company of America from C. N. Monsted, et al by act before Miles J. Blazek, Jr., Notary Public, dated February 13, 1980, registered in COB 242, folio 124, Entry No. 74068, records of St. Charles Parish, Louisiana.

Grantor further declared that there is presently situated on the above described property a private, operative sewage treatment plant which serves the River Bend Business Park.

Grantor further declared that under the covenants, conditions and stipulations hereinafter recited, it does, by these presents grant, convey, dedicate, transfer, assign, set-over, quitclaim, abandon and deliver the abovedescribed property, without warranty, but with full subrogation in

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and to all the rights and actions of warranty which Grantor has or may have against all preceding owners and vendors, for and in consideration of the mutual benefits to be obtained, unto THE PARISH OF ST. CHARLES (hereinafter referred to as "Grantee").

This property is dedicated and transferred by Grantor and accepted by Grantee "AS IS" with no warranty whatsoever, even for the return of the purchase price, with Grantee expressly waiving any and all warranties, including those pertaining to fitness for a particular use, as well as those warranties against hidden, latent, or redhibitory defects. Grantee specifically waives warranty by Grantor as to the condition of the sewage treatment plant, its fitness for the use intended, and its capacity to serve any designated area.

Grantor does further grant unto the Parish of St. Charles a servitude five feet (5') in width along the easternmost property line of Grantor's property described as Lot FP-1, being a resubdivision of a portion of Fairview Plantation, in Section 39, T12S, R9E, St. Charles Parish, for the purpose of installing and maintaining a force main to connect the sewage treatment plant on the abovedescribed Lot 7-B of River Bend Business Park to the St. Charles Parish sewer line located along U.S. 61 (Airline Highway).

Grantor further declared that the aforesaid transfer and dedication of property and grant of servitude are subject to all of the following terms and conditions, to-wit:

1. The transfer and dedication of the fee ownership of Lot 7-B, River Bend Business Park, is subject to any prior reservation of all oil, gas and mineral rights thereunto.

2. The herein grant of the servitude for utility purposes shall constitute the granting only of a "personal servitude of right of use", being a "limited personal servitude" in favor of the Parish of St. Charles, as a public entity. Grantor does hereby reserve all rights of fee ownership to that portion of the aforesaid Lot FP-1 which comprises the servitude for utility purposes.

3. Grantor does hereby reserve unto itself and all prior owners all rights of ownership to all of the oil, gas and other minerals in, on and under the property covered and affected by the aforesaid utility servitude granted herein.

4. The transfer and dedication of property and grant of servitude for utility purposes are made by Grantor without any warranty whatsoever.

5. Grantor binds and obligates itself not to use the property transferred and dedicated herein in any manner which would be inconsistent with and detrimental to a sewage treatment plant or other public usage, which public usage may include the erection of a fire station. Grantee must further bind and obligate itself to use the utility servitude granted herein only for utility purposes.

6. This transfer and dedication and grant are given in consideration of, and are conditioned upon St. Charles Parish maintaining the sewage treatment system, and maintaining the force main to be installed within the utility servitude area, so as to always provide available sewage disposal to River Bend Business Park.

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7. The grant herein of the servitude for utility purposes is not exclusive and Grantor reserves the right to use or grant any other rights with respect to said property not inconsistent with the aforesaid servitude grant.

8. The transfer and dedication and grant made herein are made subject to any and all existing encumbrances affecting the above described property.

9. In the event the property herein transferred and dedicated shall cease to be used for public purposes, Grantee hereby binds and obligates itself, at the option of and on demand of Grantor, to execute any and all documentation required to transfer fee ownership of said property to Grantor or its assigns, free and clear of any and all encumbrances, and to cancel the servitude granted herein.

10. The transfer and dedication and grant herein shall inure to the benefit of the Parish of St. Charles or any successor governmental body of St. Charles Parish, which shall be bound by all the terms and conditions hereof.

11. There is hereby transferred to St. Charles Parish all of Grantor's rights to use that servitude of ingress and egress of forty (40') feet in width, located along the southerly side of Lot 7-A as shown on plan of Gerald Swanson, Inc., R.L.S., dated March 28, 1989 referred to herein.

AND NOW, TO THESE PRESENTS, CAME AND INTERVENED:

THE PARISH OF ST. CHARLES, appearing herein by and through the Parish President, duly authorized by virtue of an ordinance of said Parish adopted on Aug 21, 1989, a certified copy of which is attached hereto and made a part hereof,

and said Parish of St. Charles does hereby accept, approve and ratify this transfer and dedication and grant under all of the terms and conditions as contained hereinabove, and does also hereby accept said sewage treatment plant and assumes the maintenance thereof.

THUS DONE AND PASSED, in triplicate originals in Houston, Texas, on the day, month and year first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearer and me, Notary, after due reading of the whole.

WITNESSES:

THE PRUDENTIAL INSURANCE COMPANY  
OF AMERICA

Katherine C. Sheen

BY:

J. Scott Weaver  
Vice President

Kathy Burrell

Gailen T. Drake  
NOTARY PUBLIC IN AND FOR THE COUNTY OF  
Maricopa, STATE OF TEXAS

MY COMMISSION EXPIRES: 2-5-93

FILE FOR RECORD  
CLERK OF COURT  
COUNTY OF MARICOPA  
92 MAY 21 PM 3:45  
RECORDED IN Conveyance  
BOOK 451 - PAGE 86  
Book in file  
By Clerk

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THUS DONE AND PASSED, in triplicate originals, in the Parish of St. Charles, State of Louisiana, on this 21<sup>st</sup> day of August, 1989, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearer and me, Notary, after due reading of the whole.

WITNESSES:

Timothy J Vial

Carolyn H. Lorrain

PARISH OF ST. CHARLES

BY: Albert D. Leger  
PARISH PRESIDENT

[Signature]  
NOTARY PUBLIC

SUMMARY NO. 2722 000050

INTRODUCED BY: CURTIS T. JOHNSON, SR.  
COUNCILMAN, DISTRICT V

ORDINANCE NO. 89-8-18

An ordinance to approve and authorize the execution of an Act of Transfer and Dedication of Property and Grant of Servitude by The Prudential Insurance Company of America.

CERTIFIED TRUE & CORRECT AS PER  
MINUTES DATED 8-21-89

Joan Bessard  
SECRETARY  
ST. CHARLES PARISH COUNCIL

WHEREAS, The Prudential Insurance Company of America has constructed the River Bend Industrial Park in St. Rose, which has been duly approved and accepted for maintenance by St. Charles Parish; and,

WHEREAS, it is the intent of The Prudential Insurance Company of America to dedicate certain real property within its park for public use, including the existing sewer treatment plant.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the attached Act of Transfer and Dedication of Property and Grant of Servitude is hereby approved; and,

SECTION II. That the Parish President is hereby authorized to execute the attached Act of Transfer and Dedication of Property and Grant of Servitude on behalf of the Parish of St. Charles.

The foregoing Ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: BRADLEY, SIRMON, TREGRE, ROBERTS, TALBOT, SOMME', JOHNSON, DUHE, DANFORD

NAYS: NONE

ABSENT: NONE

And the Ordinance was declared adopted this 21st day of August, 1989, to become effective five (5) days after publication in the Official Journal.

Steve Sirmon  
COUNCIL CHAIRMAN

Joan Bessard  
SECRETARY

DELIVERED TO PARISH PRESIDENT 8-22-89

APPROVED ✓

DISAPPROVED: \_\_\_\_\_

Albert D. Laguer  
PARISH PRESIDENT

RETURNED TO SECRETARY ON 8-22-89

AT 12:15 AM/PM

RECEIVED BY JB





ALBERT D. LAQUE  
PARISH PRESIDENT

JOE BINET  
DIRECTOR

# ST. CHARLES PARISH

## PLANNING DEPARTMENT

P. O. BOX 382 • HARRISVILLE, LOUISIANA 70057  
(504) 783-0007 (504) 466-1990

TO: Charles J. Oubre, Jr.  
Clerk of Court, St. Charles Parish  
FROM: Joseph A. Director Planning & Zoning  
SUBJECT: PZS-89-10 requested by River Bend Business Park for resub-  
division of Lot 7 River Bend Business Park, St. Charles  
Parish, LA into Lots 7-A & 7-B.  
DATE: April 24, 1989

Ordinance No. 82-1-4 amended the St. Charles Parish Subdivision Regulations of 1981 to authorize the Parish President and the Director of the Department of Planning and Zoning to sign certification for resubdivision applications for planned industrial parks which have been previously approved by the St. Charles Parish Planning and Zoning Commission and the St. Charles Parish Council.

The above subject resubdivision is such an application and has been duly certified and we hereby request that your office record said resubdivision. Thank you for your cooperation.

50 APR 25 4 59 PM '89  
By Clerk  
Shanda M. Ellis  
Eugene

(Louisiana)

UNITED STATES OF AMERICA

STATE OF ILLINOIS

• COUNTY OF COOK

**EASTGROUP PROPERTIES, L.P., a  
Delaware limited partnership**

BEFORE ME, \_\_\_\_\_, a Notary Public, duly commissioned and qualified in and for the State and County aforesaid, and in the presence of the undersigned competent witnesses:

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, Taxpayer Identification No. 22-1211670, a New Jersey corporation authorized to transact business in the State of Louisiana, represented by BERNARD C. BUCHHOLZ, its Vice President, duly authorized as evidenced by the Assistant Secretary's Certificate attached hereto (hereinafter referred to as the "Seller")

EASTGROUP PROPERTIES, L P., Taxpayer Identification No. 72-1368281, a Delaware limited partnership authorized to transact business in the State of Louisiana, ("Buyer") whose mailing address is 300 One Jackson Place, 188 East Capitol Street, Jackson, Mississippi 39201

that certain tract of land located in St. Rose Parish, Louisiana more particularly described in Exhibit "A" attached hereto as a part hereof ("Real Property"), together with all improvements located thereon and all appurtenances thereunto belonging, subject to all reservations in patents, deed restrictions (if any), rights of way, covenants, conditions, restrictions, servitudes, liens, encumbrances, obligations, liabilities and other matters as may appear of record, matters which might be disclosed by a current survey of the Property, all governmental restrictions, and rights of tenants in possession under written leases ("Permitted Exceptions").

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This conveyance is made by Seller and accepted by Buyer for an allocated purchase price of  
 Twelve Million, Seventy Two Thousand, Six Hundred Twenty One and NO/100 Dollars.  
 (\$12,072,621.00), paid in hand by Buyer to Seller, the receipt and sufficiency of which are hereby  
 acknowledged.

TO HAVE AND TO HOLD the Real Property, together with all improvements located thereon and all and  
 singular the rights and appurtenances thereto or in any wise belonging, including but not limited to, Seller's  
 rights against predecessors in title with full rights of subrogation, subject to the Permitted Exceptions, unto  
 Buyer, its legal representatives, successors and assigns, without any warranty whatsoever, express or  
 implied, even for the return of the purchase price, except that Seller does hereby bind itself, its legal  
 representatives, successors and assigns, to WARRANT and FOREVER DEFEND all and singular the Real  
 Property unto the Buyer, its legal representatives, successors and assigns, against Seller and every person  
 whomsoever lawfully claiming or to claim the same or any part thereof, by through or under Seller, but not  
 otherwise.

This Act of Cash Sale is effective on September 23 1997 at 5:00 p.m.

THUS, DONE AND PASSED, on the date first above written, in my presence and in the presence of the  
 undersigned competent witnesses who have hereunto signed their names together with Seller and me, the  
 Notary Public, after due reading of the whole.

WITNESSES:

SELLER

THE PRUDENTIAL INSURANCE  
 COMPANY OF AMERICA

*[Signature]*  
 Name:

By: *[Signature]*  
 Bernard C. Buchholz  
 Vice President

*[Signature]*  
 Name:

*[Signature]*  
 NOTARY PUBLIC  
 My Commission Expires:

(Seal)

OFFICIAL SEAL  
 LESLIE R DESMOND  
 NOTARY PUBLIC STATE OF ILLINOIS  
 MY COMMISSION EXP. DEC. 6, 2000

ASSISTANT SECRETARY'S CERTIFICATE  
THE PRUDENTIAL INSURANCE COMPANY OF AMERICA


STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF COOK )

Before me, a Notary Public in and for the above County and State, personally appeared RALPH S. WHEATLY, to me personally known and known to me to be an Assistant Secretary of The Prudential Insurance Company of America, who, being by me duly sworn according to law, on his oath, deposes and says:

1. That he, RALPH S. WHEATLY, is in fact an Assistant Secretary of The Prudential Insurance Company of America ("Prudential") and has custody of or access to the books and records of said company.
2. That Prudential is a New Jersey mutual life insurance corporation duly licensed to transact business in the State of Louisiana.
3. That Prudential By-Law Section 6 provides that the officers of the corporation shall be a Chairman of the Board and Chief Executive Officer, a President, one or more Vice Chairmen, one or more Vice Presidents, one or more Secretaries, one or more Assistant Secretaries, a Treasurer, a Deputy Treasurer, one or more Assistant Treasurers, a Comptroller, one or more Assistant Comptrollers, a Company Actuary, and one or more Actuaries.
4. That Prudential By-Law Section 8 contains among other provisions, the following:  
"The Chairman of the Board and Chief Executive Officer, the President, each Vice President, and any one of the Vice Presidents shall have power to execute on behalf of the corporation all instruments, deeds, contracts and other corporate acts and papers, subject only to the provisions of By-Law 25."
5. That Prudential By-Law Section 11 contains among other provisions, the following:  
"Each Assistant Secretary shall execute on behalf of the corporation such instruments as may be required to be executed by the Secretary and to affix the seal of the corporation to corporate instruments and to attest the same, subject, however, to the provisions of By-Law 25."
6. That Prudential By-Law 25 deals only with the execution of contracts of insurance and annuity.

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7. That the corporate records for Prudential reflect the election of the following officer:  
BERNARD C. BUCHHOLZ, Vice President.
8. That following such election, the above named officer continues to serve in the capacity indicated without modification or restriction.
9. That Prudential By-Law Section 15 (ii) and Section 17, provide for the establishment of the Finance Committee which is given supervision of the custody of the funds and securities of Prudential and given full power to direct and control the making, management and disposition of all Prudential investments.
10. That on June 10, 1997, the Finance Committee acting pursuant to its authority under Section 15(ii) and Section 17 of the By-Laws, adopted a Resolution which, among other things, authorized the sale of certain Real Property located in St. Rose Parish, Louisiana to Eastgroup Properties, L. P. or an affiliated entity, such Real Property being more particularly described in the attached "Exhibit A".
11. That the foregoing is in full force and effect as of the 22 day of September, 1997.

  
RALPH S. WHEATLY, Assistant Secretary

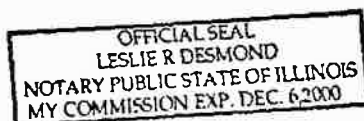
CORPORATE SEAL

Subscribed and sworn to before me  
this 22 day of September, 1997

  
Notary Public

My Commission Expires:

Exhibit "A" - Real Property



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## EXHIBIT A (A-32)

TRACT I

A CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, situated in the State of Louisiana, St. Charles Parish, Section 39, T12S, R9E, in that area known as Riverbend Business Park and identified as Lot 3 on a plan of resubdivision prepared by J. J. Krebs & Sons, dated May 16, 1980, Dwg. No. G-73-003-02-A, and approved by St. Charles Parish Police Jury Ordinance No. 84-5-3, authorizing an Act of Dedication filed in COB 315, folio 394, and in accordance with a plan of survey by Krebs, LaSalle, LeMieux Consultants, Inc., Job No. 970126, File No. G-73-003-61, dated February 26, 1997 (the Lot 3 Survey\*), Lot 3 is more particularly described as follows:

Begin at the near point of curvature of the northeast intersection of Jefferson Highway and River Bend Boulevard, thence along the easterly right of way line of River Bend Boulevard, N16°10'00"W a distance of 1,706.00 feet to a point of curvature;

thence along the arc of a curve to the right having a radius of 35 feet, an arc length of 49.56 feet, chord bearing N24°24'00"E, a chord distance of 45.52 feet to a point of tangency;

thence N64°58'00"E a distance of 339.95 feet to a point;

thence S16°10'00"E a distance of 1,675.92 feet to a point on the northerly right of way line of Jefferson Highway;

thence along said northerly right of way line S48°39'00"W a distance of 348.87 feet to a point;

thence along the arc of a curve to the right, having a radius of 35 feet, an arc length of 70.39 feet, chord bearing of N73°47'00"W a chord distance of 59.11 feet to the point of beginning.

Improvements thereon bear Municipal No. 100-184 River Bend Boulevard

TRACT II

A CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, situated in the Parish of St. Charles, State of Louisiana, in that area known as Riverbend Business Park and identified as Lot 7-A on a plan of resubdivision of Gerald W. Swanson, Land Surveyor, dated March 28, 1989, approved by the St. Charles Parish Council on April 21, 1989, filed on April 25, 1989 in COB 404, folio 519, and in accordance with a plan of survey of Krebs, LaSalle, LeMieux Consultants, Inc., Job No. 9701261, File No. G-73-003-60, dated February 26, 1997 (the "Lot 7-A Survey"), Lot 7-A is more particularly described as follows:

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Begin at the intersection of the easterly right of way line of Riverbend Boulevard and the northerly right of way line of Y.&M.V. Railroad, thence along the easterly right of way line of Riverbend Boulevard along a curve to the left, with a radius of 193.42 feet, an arc length of 118.17 feet, a chord of N73°40'08"W, a chord length of 116.35 feet, to a reverse curve;

thence along a curve to the right having a radius of 125.40 feet, an arc length of 162.20 feet, a chord of N54°07'02"W, a chord length of 151.13 feet to a point on the southerly right of way line of the L.&A. Railroad right of way line;

thence along said right of way line N72°56'16"E a distance of 434.62 feet to a point on the line common to Lots 7-A and 7-B;

thence S25°02'00"E a distance of 148.69 feet to a point on the northerly right of way line of Y.&M.V. Railroad;

thence S64°58'00"W a distance of 269.65 feet to the point of beginning

FILED  
CLERK OF COURT  
ST. CHARLES PARISH, LA  
97 SEP 25 PM 2:52  
RECORDED IN *Landpage*  
BOOK 527 FOLIO 341  
*Donald M. Bile*  
*Dy. Clerk*