CASH SALE

UNITED STATES OF AMERICA

FROM: LINDA DUFRENE WIFE OF/AND RICHARD P. CHIASSON

STATE OF LOUISIANA

TO: ST. CHARLES PARISH

PARISH OF ST. CHARLES

BE IT KNOWN, that on this 16^{th} day of May, in the year two thousand and two (2002).

BEFORE ME, a Notary Public in and for the Parish of St. Charles, State of Louisiana, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

(S.S.#436-94-7280)
LINDA DUFRENE, WIFE OF/AND RICHARD P. CHIASSON (S.S.#437-90-0096) both persons of the full age of majority, residents of the Parish of St. Charles who declared that they have been married but once and then to each other and presently living and residing together, and whose mailing address is 406 First Street DesAllemands Louisiana, 70030;

hereinafter designated as "vendor" who declared that for the consideration and upon the terms and conditions hereinafter expressed, said vendor does by these presents sell, grant, bargain, assign, transfer, deliver, and abandon and set over under all lawful warranties and with substitution and subrogation to all rights and actions of warranty against all preceding owners and vendors, unto

ST. CHARLES PARISH, a political subdivision of the State of Louisians, herein represented by Albert D. Laque, its Parish President, and whose mailing address is P. O. Box 302, Hahnville, Louisiana, 70057; and pursuant to Ordinance No. 02-3-4 adopted by the St. Charles Parish Council on March 11, 2002 a copy of which is attached hereto and made a part hereof;

hereinafter designated as "purchaser", here present, accepting and purchasing and acknowledging delivery and possession of the following described property, to wit:

A certain piece of portion of ground, together with all buildings and improvements thereon, the rights, ways, privileges, servitude's and advantages thereon belonging or in anywise appertaining situated in the Parish of St. Charles, State of Louisiana, on the right bank of the Mississippi River, consisting of a portion of Lot A-2 according to a Plan

of Resubdivision by Lucien C. Gassen, dated March 11, 2002, and entitled "Resubdivision of Lot "A" and Lot "B-3A" Being a Portion of Lots 956 & 957 of the Sunset Drainage District into Lots A-1 and A-2, in Section T153, R20E, St. Charles Parish, Louisiana, which said Plan of Resubdivision is recorded at COB 600, folio 108.

According to the above referenced plan of resubdivision, the portion of Lot A-2 transferred herein is more fully described as follows:

Commencing at an iron pipe set at the intersection of the Northeast corner of Lot A-1 and the West boundary line First Street; thence proceed N89°43'43''W a distance of 334.73' to a point being hereinafter referred to as the "Point of Beginning"; thence proceed S00°08'00"W a distance of 246.04' to a point marked with an iron rod; thence proceed N89°52'00"W a distance of 605.22" to a point marked with an iron rod; thence proceed N00°13'00''E a distance of 247.50' to a point marked with an iron pipe; thence proceed \$89°43'43"E a distance of 604.86' back to the Point of Beginning.

Pursuant to the above referenced Plan of Resubdivision, the portion of Lot A-2 conveyed herein has been resubdivided by purchaser herein with Lot B-3A, which was acquired by purchaser from Lois Deroche, wife of/and George T. Forrest by Act of Cash Sale dated July 3, 2001, to form Lot A-2 such that access to the portion of Lot A-2 conveyed herein is obtained from the portion of former Lot B-3A which fronts on First Street.

THE ABOVE-DESCRIBED PORTION OF LOT A-2 IS SUBJECT TO THE FOLLOWING:

- 1. Fence encroachments or misalignments, and the rights, if any, of adjoining property owners as a result thereof, as shown on the above-referenced Plan of Resubdivision.
- 2. Notarial Endorsement and Assignment

- of Mortgage Note and Mortgage recorded at MOB 729, folio 74.
- Mortgage in favor of Irwin Mortgage Corporation recorded at MOB 690, folio 49.
- 4. Oil, Gas and Mineral Lease recorded at COB 584, folio 342.
- 5. Amendment of Geophysical Permit and Lease Option recorded at COB 564, folio 758.
- Geophysical Permit and Lease Option recorded at COB 535, folio 351.
- 7. Lease of Commercial Property recorded at COB 299, folio 324.
- 8. Oil, Gas and Mineral Lease recorded at COB 92, folio 41.
- 9. Mineral rights renunciation, reservation and conveyance recorded at COB 93, folio 29.
- 10.Mineral reservation by Mrs.

 Margaret DeWitt Summer, et al contained in Act of Credit Sale recorded at COB 139, folio 301.
- 11.Mineral reservation by Hibernia Bank & Trust Co. contained in Act of Sale recorded in COB PPP, folio 35.
- 12. Any other outstanding mineral conveyances, mineral reservations, mineral mineral mineral

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- Mineral rights renunciation, reservation and conveyance recorded at COB 93, folio 29.
- 10.Mineral reservation by Mrs.

 Margaret DeWitt Sumner, et al contained in Act of Credit Sale recorded at COB 139, folio 301.
- 11.Mineral reservation by Hibernia Bank & Trust Co. contained in Act of Sale recorded in COB PPP, folio 35.
- 12. Any other outstanding mineral conveyances, mineral reservations, mineral releases, mineral servitudes and any existing easements, servitudes, rights of ways, and leases of any nature or kind whatsoever, of record and in existence.
- 13. Encroachments, boundary disputes, overlaps, rights of parties in possession, servitudes and other adverse matters, if any, as would be disclosed on a current, accurate survey and inspection of the subject property.

Covenants, conditions or restrictions, if any, based upon race, color, religion, sex, handicap, familial status, or national origin are deleted unless and only to the extent that such covenants, conditions or restrictions (a) arc exempt under Chapter 42, Section 3607 of the United States Code or (b) relate to handicap but do not discriminate against handicapped persons.

The parties hereto declare that they do not hereby intend, by the execution of these presents, to interrupt, or

suspend, the running of any prescription or preemption which has run or may run in connection with the foregoing, no do the parties intend to revive, establish or initiate any one or more of the foregoing which may not now or hereafter be binding upon the property and/or the parties hereto.

To have and to hold the said property unto the said purchaser forever. This present sale and conveyance is made and accepted for and in consideration of the sum and price of ONE HUNDRED EIGHT THOUSAND SIX HUNDRED EIGHTY-FOUR AND 32/100 (\$108,684.32) DOLLARS, lawful current money of the United States of America, which amount the said purchaser has paid in ready CASH, receipt of which is hereby acknowledged by the vendor, and full discharge and acquittance granted therefor.

Taxes for 2001 are paid. The parties hereto waive any conveyance, mortgage, tax and any other certificates and relieve and release me, Notary, from any and all responsibility in connection therewith. The parties also acknowledge that no examination of the title has been made by me, Notary, and agree to relieve, release, defend, save, hold harmless, and indemnify me, Notary, from any and all claims, liabilities, and responsibilities in connection therewith.

Whenever the word "vendor" is used in this act, it shall be construed to include "vendors," and whenever the word "purchaser" is used it shall be construed to include "purchasers."

All the agreements and stipulations herein contained, and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties hereto.

The certificate of mortgages required by Article 3364 of the revised Civil Code of Louisiana is hereby dispensed with by the parties hereto.

THUS done, read and passed at my office in the City of Destrehan, Parish and State aforesaid, in the presence of undersigned competent witnesses who have hereunto signed their

names with the parties and me, said Notary, the day, month and year first above written.

WITNESSES:

Mary S. Haydel

LINDA DUFRENE CHIASSON

bobbin Culley

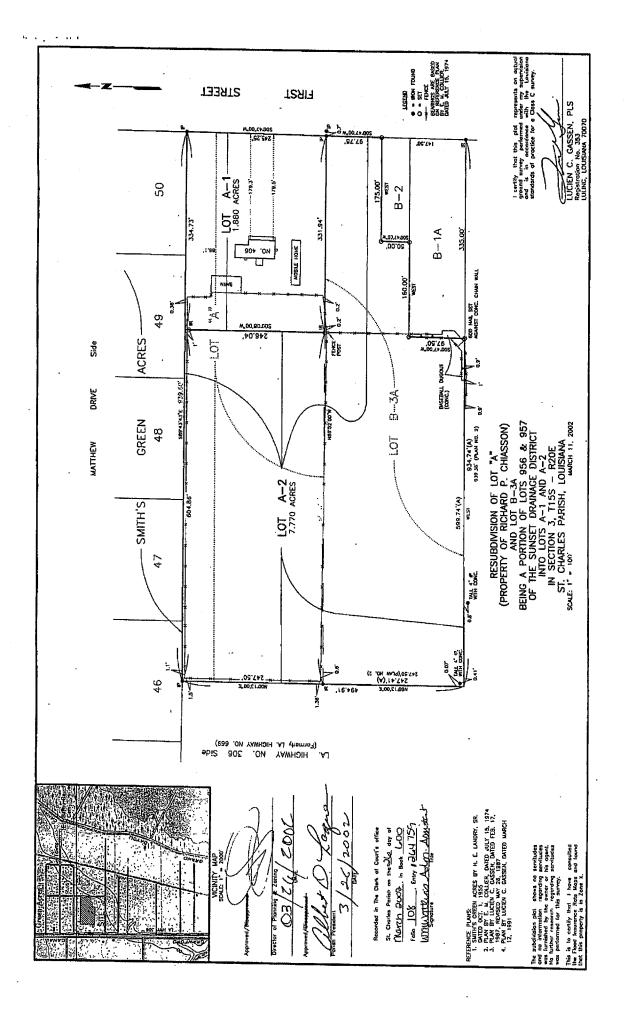
Richard P. Chiasson

PARISH OF ST. CHARLES

Y: ALBERT D. LAQUE

ROBERT L. RAYMOND NOTARY PUBLIC

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Revised Property Description Summary No. 2002-0092

A certain piece of portion of ground, together with all buildings and improvements thereon, the rights, ways, privileges, servitude's and advantages thereon belonging or in anywise appertaining situated in the Parish of St. Charles, State of Louisiana, on the right bank of the Mississippi River, and according to a plan of resubdivision by Lucien C. Gassen, PLS dated March 11, 2002, attached hereto, the property is identified as a resubdivision of Lot "A" and Lot "B — 3A", being a portion of Lots 956 and 957 of the Sunset Drainage District, into Lots A-1 and A-2, said property conveyed herein being a portion of Lot A-2, more particularly described as follows, to-wit:

Said portion measures 247.50 feet front on the La Hwy. No. 306 (Bayou Gauche Road) side, 604.86 feet on a line adjoining Smith's Green Acres Subdivision, 246.04 feet along Lot A-1 and 605.22 feet along former Lot B-3A.