

***Descendants Project, et al, v. St. John the Baptist Parish, et al***

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Harriet Banner Jocyntia Banner Joyceia Banner	Sadé Evans Justin Kray Fr. Vincent Dufresne

# Exhibit W

**CASH SALE**

**STATE OF LOUISIANA**

BEFORE the undersigned Notary Public, duly qualified in and for the hereinafter stated Parish/County and State, in the presence of the subscribing witnesses and on the dates hereinafter specified, personally came and appeared:

**FORMOSA CHEMICALS & FIBRE CORPORATION, AMERICA**, (last four of TIN: 7744), a Delaware Corporation, herein represented by H.C. LEE, its undersigned duly authorized officer, by virtue of the Resolutions of the Board of Directors of Formosa Chemicals and Fibre Corporation, America, a copy of which is on file and of record, whose mailing address is declared to be 9 Peach Tree Hill Road, Livingston, New Jersey 07039;

herein called SELLER, who declared that for the price of SIX MILLION, SEVEN HUNDRED FORTY-EIGHT THOUSAND, ONE HUNDRED TWENTY-ONE and 51/100 (\$6,748,121.51) DOLLARS, the receipt of which is hereby acknowledged, SELLER hereby sells and delivers with full warranty of title and subrogation to all rights and actions of warranty SELLER may have, unto:

**DONALDTEC, LLC**, a Louisiana limited liability company domiciled in East Baton Rouge Parish, represented herein by its sole member, Title Exchange Company, duly authorized pursuant to Certificate of Authority attached hereto; the said Title Exchange Company appearing through its President, Sandra B. McMorris, duly authorized pursuant to a Resolution of its Board of Directors, attached hereto, whose address is declared to be 13862 Perkins Road, Baton Rouge, LA 70810;

**GAYLETEC, LLC**, a Louisiana limited liability company domiciled in East Baton Rouge Parish, represented herein by its sole member, Title Exchange Company, duly authorized pursuant to Certificate of Authority attached hereto; the said Title Exchange Company appearing through its President, Sandra B. McMorris, duly authorized pursuant to a Resolution of its Board of Directors, attached hereto, whose address is declared to be 13862 Perkins Road, Baton Rouge, LA 70810;

**HARRYTEC, LLC**, a Louisiana limited liability company domiciled in East Baton Rouge Parish, represented herein by its sole member, Title Exchange Company, duly authorized pursuant to Certificate of Authority attached hereto; the said Title Exchange Company appearing through its President, Sandra B. McMorris, duly authorized pursuant to a Resolution of its Board of Directors, attached hereto, whose address is declared to be 13862 Perkins Road, Baton Rouge, LA 70810;

**ROLANDTEC, LLC**, a Louisiana limited liability company domiciled in East Baton Rouge Parish, represented herein by its sole member, Title Exchange Company, duly authorized pursuant to Certificate of Authority attached hereto; the said Title Exchange Company appearing through its President, Sandra B. McMorris, duly authorized pursuant to a Resolution of its Board of Directors, attached hereto, whose address is declared to be 13862 Perkins Road, Baton Rouge, LA 70810; and

**STEPHENTEC, LLC**, a Louisiana limited liability company domiciled in East Baton Rouge Parish, represented herein by its sole member, Title Exchange Company, duly authorized pursuant to Certificate of Authority attached

hereto; the said Title Exchange Company appearing through its President, Sandra B. McMorris, duly authorized pursuant to a Resolution of its Board of Directors, attached hereto, whose address is declared to be 13862 Perkins Road, Baton Rouge, LA 70810;

herein collectively called BUYER, each of the above said Buyers acquiring an undivided one-fifth(1/5<sup>th</sup>) interest in the following described property the possession and delivery of which BUYER acknowledges:

1,582.12 acres of land, together with all buildings and improvements thereon and all rights, ways, privileges, prescriptions, servitudes and appurtenances thereunto belonging or in anywise appertaining, situated in Sections 16, 17, 18, 19, 20, 21, 56, 57, 58, 59 & 60 T12S-R18E, Southeastern Land District, West of the Mississippi, St. John The Baptist Parish, Louisiana, all as more particularly described on attached **Exhibit A** (hereinafter the "Property").

The Buyer acknowledges and agrees that it is acquiring the Property in as-is condition. Without limiting the generality of the foregoing, the Seller makes no representation or warranty, express or implied, with respect to the state, condition or merchantability of the Property or any part thereof or with respect to any environmental conditions or issues with respect to the Property. By closing the purchase and sale of the Property, the Buyer shall be conclusively deemed to have accepted the Property in its "as is" condition, and the Buyer hereby releases and discharges the Seller, its representatives, successors and assigns, from and against any and all liability, claims of liability, suits, actions, judgments, damages, losses, rights or claims of contribution, and other rights, remedies and claims of any and every kind or nature whatsoever (collectively "Claims"), now or hereafter arising from or in any way connected with or related to the Property, including but not limited to Claims arising from any existing or future environmental law applicable to the Property or any hazardous material or contaminant located on, in, under or in the vicinity of or released or discharged onto or from the Property.

Seller reserves all oil, gas and/or other fugacious minerals. Seller shall have the right to assign all of its rights under this mineral reservation to another party of its choosing. Buyer agrees to acknowledge the mineral servitude by an authentic act in compliance with the provision of Article 54 and 55 of the Louisiana Mineral Code, with such authentic act to be executed after nine years and six months and before nine years and ten months from the execution date by Buyer of this instrument conveying the Property to Buyer, with Buyer to deliver the authentic act to Seller within ten days of execution thereof for Seller's forwarding for filing by the Clerk of Court in the appropriate records of the Parish. Buyer acknowledges that its obligation to acknowledge the mineral servitude is supported by adequate consideration and is specifically performable and/or subject to being compelled by a court of appropriate jurisdiction. Buyer further agrees that Seller may also recover its damages, attorney's fees, costs and expense with respect to any claim asserted by it with respect to Buyer's failure, if any, to perform its obligation to acknowledge the mineral servitude. Buyer further agrees and represents that Seller's damages shall be difficult to calculate and that Buyer be liable to Seller for liquidated damages in the sum of \$1,000,000 in the event Buyer fails to perform its obligations with respect to acknowledging the mineral servitude. The acceptance and/or filing in the public record by Seller of the authentic act of acknowledgement of the mineral servitude shall be without prejudice to any interruption of the prescription running on the mineral servitude as otherwise provided by law, including but not limited to interruption resulting from use (i.e., operations or production) or contractual extension. The parties further agree that this paragraph shall run with the Property and shall be binding upon and/or inure to the benefit of Seller and Buyer and their successors and/or assigns. Seller understands that Buyer intends to develop, or to sell to a developer, a portion or portions of the subject tract, and that a lending institution or institutions may require in connection with the financing of the cost of development and/or in connection with the permanent financing for individual residences

and/or commercial parcels, a waiver of the right to use the surface of such parcel or parcels for mineral exploration and development. Consequently Seller agrees, ONLY in the event a future financing arrangement by Buyer and its successors and/or assigns is conditioned upon a limitation of surface access by a future mineral Lessee or Seller, excluding BTA Oil Producers and/or its assignee(s), whose access rights are already established by and under: (1) a Geophysical Permit effective March 15, 2006 recorded in the official records of the Clerk and Recorder for St. John the Baptist Parish, Louisiana as Entry No. 264872, and (2) an Option to Acquire Oil and Gas Lease effective March 15, 2006 recorded in the official records of the Clerk and Recorder for St. John the Baptist Parish, Louisiana as Entry No. 264873, Seller shall cooperate with Buyer by agreeing to pre-designated drillsites and access routes to same not to exceed one, three acre drillsite per eighty acres of land being sold. Such sites and routes shall be selected based upon the mutual advantage of both Buyer and Seller; however, in the event of a conflict, Buyer agrees Seller's final selection shall be the prevailing designation. Notwithstanding the foregoing, nothing contained herein shall limit or restrict Buyer's access to the surface for mineral development, except as specifically identified above.

Seller and BTA Oil Producers (BTA), to explore the Property for oil, gas and other hydrocarbon minerals, have entered into: (1) a Geophysical Permit effective March 15, 2006 recorded in the official records of the Clerk and Recorder for St. John the Baptist Parish, Louisiana as Entry No. 264872 allowing BTA, and (2) an Option to Acquire Oil and Gas Lease effective March 15, 2006 recorded in the official records of the Clerk and Recorder for St. John the Baptist Parish, Louisiana as Entry No. 264873. In the event such oil, gas and other hydrocarbon minerals, as are referred to in said agreements, are found upon the property, Seller shall require BTA to consult with Buyer in locating all relevant roads, pipelines and equipment associated with BTA's rights to operate and produce minerals. In the event such agreements with BTA should expire and Seller should enter into a subsequent agreement(s), Seller shall further agree to require such subsequent party(s) to also consult with Buyer as provided immediately above.

Buyer assumes all current farm and river bank leases pertaining to the Property. With regard to the current sugar cane Lease on the Property and the sugar cane currently in cultivation and harvest, Buyer agrees to honor this Lease until the conclusion of the harvest and shall pay the farmer any buy/out costs after the harvesting of this year's crop.

Real Estate taxes for the current year (2006) have been prorated and paid by the parties. Those rentals and insurance premiums acceptable to Buyer, operating expenses and revenues for service contracts and other revenues and obligations assumed by Buyer have been prorated by the parties.

All parties signing the within instrument declare and acknowledge that with regard to any obligation herein, it is not their intention nor do they by these presents create any vendors lien, resolatory condition, stipulation pour autri.

All parties signing the within instrument have declared themselves to be of full legal capacity.

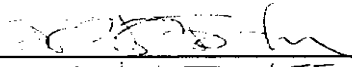
All agreements and stipulations herein and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties, and the BUYER and its assigns shall have and hold the described property in full ownership forever.

State of NEW JERSEY

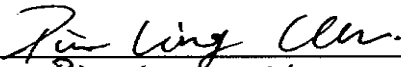
County of ESSEX


Thus Done and Signed before me in the City of Livingston, State of NEW JERSEY, on this 29<sup>th</sup> day of November, 2006, in the presence of me, Notary, and the following competent witnesses who have signed in the presence of the parties and me, Notary.

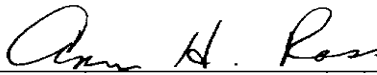
**WITNESSES:**

  
\_\_\_\_\_  
TONY T. LEE (print)

**Formosa Chemicals & Fibre  
Corporation, America, Seller**

  
\_\_\_\_\_  
Pin-Ling Chau (print)

  
\_\_\_\_\_  
By: T.H.C. Lee  
Its: Vice President


  
\_\_\_\_\_  
\_\_\_\_\_, Notary Public  
Notary/Bar Roll Number: 2038352  
**ANN H. ROSS**  
Notary Public Of New Jersey  
My Commission Expires Dec. 15, 2007

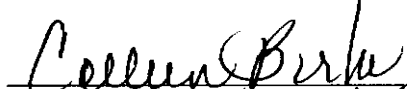
State of Louisiana

Parish of East Baton Rouge

Thus Done and Signed before me in the City of Baton Rouge, State of Louisiana, on this 30<sup>th</sup> day of November, 2006, in the presence of me, Notary, and the following competent witnesses who have signed in the presence of the parties and me, Notary.

WITNESSES:

  
\_\_\_\_\_  
Sharon Martin (print)

  
\_\_\_\_\_  
QUEEN BIRKE (print)

Donaldtec, LLC, Buyer  
By: Title Exchange Company  
Its sole Member

  
\_\_\_\_\_  
By: Sandra McMorris, President

Gayletec, LLC, Buyer  
By: Title Exchange Company  
Its sole Member

  
\_\_\_\_\_  
By: Sandra McMorris, President

Harrytec, LLC, Buyer  
By: Title Exchange Company  
Its sole Member

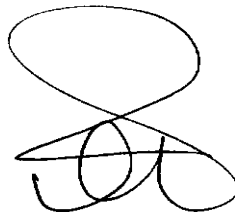
  
\_\_\_\_\_  
By: Sandra McMorris, President

Rolandtec, LLC, Buyer  
By: Title Exchange Company  
Its sole Member

  
\_\_\_\_\_  
By: Sandra McMorris, President

Stephentec, LLC, Buyer  
By: Title Exchange Company  
Its sole Member

  
\_\_\_\_\_  
By: Sandra McMorris, President



\_\_\_\_\_  
George M. Pierson, Notary Public  
Bar Roll Number: 10998

## EXHIBIT A

1,582.12 acres of land, together with all buildings and improvements thereon and all rights, ways, privileges, prescriptions, servitudes and appurtenances thereunto belonging or in anywise appertaining, situated in Sections 16, 17, 18, 19, 20, 21, 56, 57, 58, 59 & 60 T12S-R18E, Southeastern Land District, West of the Mississippi, St. John The Baptist Parish, Louisiana, all as more particularly described as follows:

- A) Tracts 52, 53, 54, 55, 56, 57, 58, 59, 64, 65-B, 65-R1, 65-R2, 65-R3, 66B, 66-R1, 66-R2, 66-R3, 67B, 67-R1, 67-R2, 67-R3, 68B, 68-R (also described as 68-R1, 68-R2, 68-R3), 69-R1B, 69-R2, 69-R3 according to the "Property Survey Tracts 52 through 69 for Format Corporation", made by Daryl B. Patin, C. E., dated April 16, 1990 as revised through July 13, 1990, a copy of which is recorded in the official records of the Clerk and Recorder for St. John the Baptist Parish, Louisiana as Map No. 228.
- B) Tracts 70, 70A, 71, 72, 72A, 73, 74, 75, 76, and 77, according to the "Property Survey Tracts 70 through 77 for Format Corporation", made by Daryl B. Patin, C. E., dated March 16, 1990 as revised through April 9, 1990, a copy of which is recorded in the official records of the Clerk and Recorder for St. John the Baptist Parish, Louisiana as Map No. 222.
- C) Tracts 78-B, 78-F-2, 78-R, 79-B, 79-R, 83-B, 83-R, 85-B, 85-R, 88, 89-A-1, 89-B and 89A-2 according to the "Property Survey Tracts 89 through 78 for Format Corporation", made by Daryl B. Patin, C. E., dated March 13, 1990 as revised through September 27, 1990, a copy of which is recorded in the official records of the Clerk and Recorder for St. John the Baptist Parish, Louisiana as Map No. 230.
- D) The Whitney Plantation, including the batture, according to the "Boundary Survey of the Whitney Plantation for Alfred M. Barnes, Jr., et al" made by Daryl B. Patin, C. E., dated March 1, 1990 as revised through April 27, 1990, a copy of which is attached to an Act of Deposit recorded in the official records of the Clerk and Recorder for St. John the Baptist Parish, Louisiana in COB 363 at page 341, as Entry No. 200746 that refers to an act of Cash Sale from Alfred M. Barnes, Jr., et al to Format Corporation recorded in the official records of the Clerk and Recorder for St. John the Baptist Parish, Louisiana in COB 264 at page 522, as Entry No. 131544.

Being the same property acquired by Formosa Chemicals & Fibre Corporation, America by the following acts of conveyance recorded in the official records of the Clerk and Recorder for St. John the Baptist Parish, Louisiana as Entry No. 135531, 135619, 135620, 135621, 135762, 136627, and 138806, LESS & EXCEPT:

- 1) Tract 74-B conveyed to donated to St. John the Baptist Parish by act of Donation recorded in the official records of the Clerk and Recorder for St. John the Baptist Parish, Louisiana in COB 306 at page 793, as Entry No. 154429.
- 2) Parcel No. 5-13 (49.642 acres) of State Project No. 434-01-0002 (La. Hwy 3213) as more particularly described in the Sale recorded in the official records of the Clerk and Recorder for St. John the Baptist Parish, Louisiana in COB 294 at page 501, as Entry No. 144469.



- 3) Parcel No. 24-10 (0.517 acres) of State Project No. 434-01-0001 (La. Hwy 3213) as more particularly described in the Sale recorded in the official records of the Clerk and Recorder for St. John the Baptist Parish, Louisiana as Entry No. 262172.
- 4) Parcels No. 6-13 (57.607 acres), No. 10-3 (0.412 acres), No. 11-1 (0.477 acres), No. 11-5 (1.081 acres), and No. 11-6 (0.143 acres), including Temporary Constriction Servitude No. 6-36-C-1 (2.110 acres), of State Project No. 434-01-0001 and 434-01-0005 (La. Hwy 3213) as more particularly described in the Order of Expropriation recorded in the official records of the Clerk and Recorder for St. John the Baptist Parish, Louisiana as Entry No. 265765.
- 5) Tract BZ-1-A containing 180.474 acres conveyed to Whitney Heritage Plantation Corporation by: 1) act of Cash Sale of Tract BZ-1 containing 51.078 acres recorded in the official records of the Clerk and Recorder for St. John the Baptist Parish, Louisiana in COB 363 at page 342, as Entry No. 200747, and 2) an act of Cash Sale of an additional 129.396 acre portion of Tract BZ-1-A recorded in the official records of the Clerk and Recorder for St. John the Baptist Parish, Louisiana as Entry No. 270883.

The above described property and tracts now comprise and are more particularly described and shown as **Tracts F-1-A (west of Hwy 18) (902.48 acres), Tracts F-1-A (east of Hwy 18) (204.53 acres), F-1-A-N (0.01 acres), F-1-A-W (155.02 acres), Tract F-1-A-RR (7.68 acres), F-1-B (6.50 acres), F-1-C (6.50 acres), F-1-D (95.11 acres), F-2 (177.34 acres), Tract B-2 (0.66 acres), Tract B-3 (0.71 acres), Tract B-4 (16.92 acres), Tract B-5 (3.04 acres), and Tract B-6 (5.62 acres)**, according to the "Composite Property Schematic Showing Revised LA State Hwy No. 3213 located in Sections 16, 17, 18, 19, 20, 21, 56, 57, 58, 59 & 60 T12S-R18E, Southeastern Land District, West of the Mississippi, St. John The Baptist Parish, Louisiana for Formosa Chemicals & Fibre Corporation, America" made by Cletus Langlois, R.L.S. of Patin Engineers and Surveyors, dated February 23, 2006 as last revised through November 29, 2006, a copy of which is recorded in the official records of the Clerk and Recorder for St. John the Baptist Parish, Louisiana as ~~Entry No. 262172~~ MAP NO-751.

Tract B-1 (275.03 acres), Tract B-2 (0.66 acres), Tract B-3 (0.71 acres), Tract B-4 (16.92 acres), Tract B-5 (3.04 acres), and Tract B-6 (5.62 acres) are conveyed together with and including all alluvion, batture, and sand bars formed and attached thereto and all accretions to said land by reliction and dereliction as well as all additions to said lands resulting from the changing water courses or the opening of new channels in or pertaining to the Mississippi River.

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
TITLE EXCHANGE COMPANY**

**BE IT RESOLVED** that Sandra B. McMorris, President, or Cornelius J. Hyde, III, Vice-President, or Colleen Birke, Secretary, acting alone, be and he/she is hereby authorized and empowered for and on behalf of the above named corporation in its capacity as Member of STEPHENTEC, LLC to buy, sell, lease or otherwise alienate any and all types of property, real, personal or mixed, purchased by, sold to or owned by STEPHENTEC, LLC, and to execute any and all contracts containing and upon such terms and conditions as he/she may determine fit and proper, the corporation hereby ratifying all prior sales, purchases, mortgages and contracts made on behalf of the corporation by him/her.

**BE IT FURTHER RESOLVED** that the above named officers/agent, acting alone, be and he/she is hereby authorized and empowered for and on behalf of the corporation in its capacity as Member of STEPHENTEC, LLC to borrow money for STEPHENTEC, LLC in such amounts and payable in such a manner and bearing such interest rates as he/she may determine proper. In connection with the authority herein granted, he/she is authorized and empowered to mortgage any of the property owned by STEPHENTEC, LLC to secure any loan, such acts of mortgage to contain all of the usual and customary clauses contained in mortgage instruments, including the confession of judgment, waiver of appraisalment, and pact de non alienando.

**BE IT FURTHER RESOLVED** that the above named officers/agent, acting alone, be and he/she is hereby authorized and empowered on behalf of the corporation in its capacity as Member of STEPHENTEC, LLC to sign leases (including, but not limited to oil, gas and/or other mineral leases), acts of sale, acts of mortgage, acts of sale with mortgage, acts of sale with mortgage subject to mortgage, acts of assumption of mortgage, chattel mortgages, contracts, promissory notes and other documents necessary to carry out the authority granted in this resolution, and that all prior acts of the said officers/agent in these capacities are hereby ratified.

**BE IT FURTHER RESOLVED** that the above named officers/agent, acting alone, be and he/she is hereby authorized and empowered on behalf of the corporation in its capacity as Member of STEPHENTEC, LLC to accept funds, disburse funds open bank accounts, sign checks, sign contracts, execute assignments and endorsements of promissory notes, security agreements, pledge agreements, and to execute any and all other documents which might be necessary in conducting the business of a corporation in its capacity as Member of STEPHENTEC, LLC.

**CERTIFICATE**

I, Secretary, hereby certify that the above and foregoing is a true and correct copy of a Resolution adopted by the Board of Directors of the above named corporation, at a meeting held on the 10<sup>th</sup> day of November, 2006, at which meeting a quorum was present and voting.

  
\_\_\_\_\_  
Secretary

Attest:

  
\_\_\_\_\_  
President

**CERTIFICATE OF STEPHENTEC, LLC**

**STATE OF LOUISIANA**

**PARISH OF EAST BATON ROUGE**

BE IT KNOWN, that on this 10<sup>th</sup> day of November, 2006;

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified within and for the above Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared TITLE EXCHANGE COMPANY, through its duly authorized President, Sandra B. McMorris, who declared as follows:

Appearer is the sole member of STEPHENTEC, LLC (the "Company").

Appearer further declared that Title Exchange Company, through its President, Sandra B. McMorris, or its Secretary, Cornelius J. Hyde, III, or its agent, Colleen Birke, be and is hereby authorized and empowered for and on behalf of the above named Company to buy, sell lease or otherwise alienate any and all types of property, real, personal or mixed, purchased by, sold to or owned by the Company, and to execute any and all contracts containing and upon such terms and conditions as she may determine fit and proper, the Company hereby ratifying all prior sales, purchases, mortgages and contracts made on behalf of the Company by her.

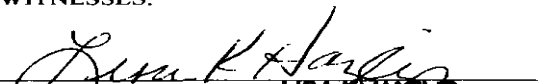
Appearer further declared that the above named member be and it is hereby authorized and empowered for and on behalf of the Company to borrow money for the Company in such amounts and payable in such a manner and bearing such interest rates as it may determine proper. In connection with the authority herein granted, said member is authorized and empowered to mortgage any of the property owned by the Company to secure any loan, such acts of mortgage to contain all of the usual and customary clauses contained in mortgage instruments, including the confession of judgment, waiver of appraisal, and pact de non alienando.

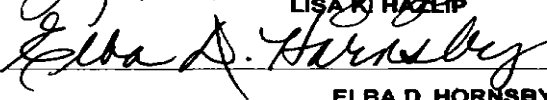
Appearer further declared that the above named member be and it is hereby authorized and empowered on behalf of the Company to sign leases (including, but not limited to oil, gas and/or other mineral leases), acts of sale, acts of mortgage, acts of sale with mortgage, acts of sale with mortgage subject to mortgage, acts of assumption of mortgage chattel mortgages, contracts, promissory notes and other documents necessary to carry out the authority granted herein, and that all prior acts of the said member in these capacities are hereby ratified.

Appearer further declared that the above named officers of Title Exchange Company, Member, acting alone, be and each is hereby authorized and empowered on behalf of the Company to accept funds, disburse funds, open bank accounts, sign checks, sign contracts, execute assignments and endorsements of promissory notes, security agreements, pledge agreements, and to execute any and all other documents which might be necessary in conducting the business of a Company.

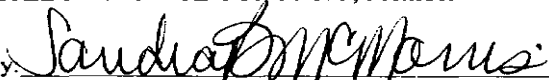
**THUS DONE AND SIGNED** at my office in Baton Rouge, Louisiana, on the date first hereinabove written, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.


WITNESSES:

  
LISA K. HAZELIP

  
ELBA D. HORNSBY

TITLE EXCHANGE COMPANY, Member

By:   
Sandra B. McMorris, President

  
Notary Public

DONALD A. BAZER, JR.  
LSBA NO. 20690

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
TITLE EXCHANGE COMPANY**

**BE IT RESOLVED** that Sandra B. McMorris, President, or Cornelius J. Hyde, III, Vice-President, or Colleen Birke, Secretary, acting alone, be and he/she is hereby authorized and empowered for and on behalf of the above named corporation in its capacity as Member of ROLANDTEC, LLC to buy, sell, lease or otherwise alienate any and all types of property, real, personal or mixed, purchased by, sold to or owned by ROLANDTEC, LLC, and to execute any and all contracts containing and upon such terms and conditions as he/she may determine fit and proper, the corporation hereby ratifying all prior sales, purchases, mortgages and contracts made on behalf of the corporation by him/her.

**BE IT FURTHER RESOLVED** that the above named officers/agent, acting alone, be and he/she is hereby authorized and empowered for and on behalf of the corporation in its capacity as Member of ROLANDTEC, LLC to borrow money for ROLANDTEC, LLC in such amounts and payable in such a manner and bearing such interest rates as he/she may determine proper. In connection with the authority herein granted, he/she is authorized and empowered to mortgage any of the property owned by ROLANDTEC, LLC to secure any loan, such acts of mortgage to contain all of the usual and customary clauses contained in mortgage instruments, including the confession of judgment, waiver of appraisalment, and pact de non alienando.

**BE IT FURTHER RESOLVED** that the above named officers/agent, acting alone, be and he/she is hereby authorized and empowered on behalf of the corporation in its capacity as Member of ROLANDTEC, LLC to sign leases (including, but not limited to oil, gas and/or other mineral leases), acts of sale, acts of mortgage, acts of sale with mortgage, acts of sale with mortgage subject to mortgage, acts of assumption of mortgage, chattel mortgages, contracts, promissory notes and other documents necessary to carry out the authority granted in this resolution, and that all prior acts of the said officers/agent in these capacities are hereby ratified.

**BE IT FURTHER RESOLVED** that the above named officers/agent, acting alone, be and he/she is hereby authorized and empowered on behalf of the corporation in its capacity as Member of ROLANDTEC, LLC to accept funds, disburse funds open bank accounts, sign checks, sign contracts, execute assignments and endorsements of promissory notes, security agreements, pledge agreements, and to execute any and all other documents which might be necessary in conducting the business of a corporation in its capacity as Member of ROLANDTEC, LLC.

**CERTIFICATE**

I, Secretary, hereby certify that the above and foregoing is a true and correct copy of a Resolution adopted by the Board of Directors of the above named corporation, at a meeting held on the 10<sup>th</sup> day of November, 2006, at which meeting a quorum was present and voting.

  
Secretary

Attest:

  
President

**CERTIFICATE OF ROLANDTEC, LLC**

**STATE OF LOUISIANA**

**PARISH OF EAST BATON ROUGE**

BE IT KNOWN, that on this 10<sup>th</sup> day of November, 2006;

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified within and for the above Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared TITLE EXCHANGE COMPANY, through its duly authorized President, Sandra B. McMorris, who declared as follows:

Appearer is the sole member of ROLANDTEC, LLC (the "Company").

Appearer further declared that Title Exchange Company, through its President, Sandra B. McMorris, or its Secretary, Cornelius J. Hyde, III, or its agent, Colleen Birke, be and is hereby authorized and empowered for and on behalf of the above named Company to buy, sell lease or otherwise alienate any and all types of property, real, personal or mixed, purchased by, sold to or owned by the Company, and to execute any and all contracts containing and upon such terms and conditions as she may determine fit and proper, the Company hereby ratifying all prior sales, purchases, mortgages and contracts made on behalf of the Company by her.

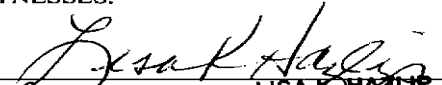
Appearer further declared that the above named member be and it is hereby authorized and empowered for and on behalf of the Company to borrow money for the Company in such amounts and payable in such a manner and bearing such interest rates as it may determine proper. In connection with the authority herein granted, said member is authorized and empowered to mortgage any of the property owned by the Company to secure any loan, such acts of mortgage to contain all of the usual and customary clauses contained in mortgage instruments, including the confession of judgment, waiver of appraisal, and pact de non alienando.

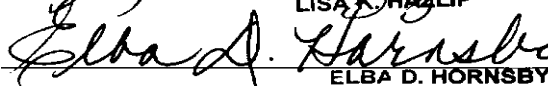
Appearer further declared that the above named member be and it is hereby authorized and empowered on behalf of the Company to sign leases (including, but not limited to oil, gas and/or other mineral leases), acts of sale, acts of mortgage, acts of sale with mortgage, acts of sale with mortgage subject to mortgage, acts of assumption of mortgage chattel mortgages, contracts, promissory notes and other documents necessary to carry out the authority granted herein, and that all prior acts of the said member in these capacities are hereby ratified.

Appearer further declared that the above named officers of Title Exchange Company, Member, acting alone, be and each is hereby authorized and empowered on behalf of the Company to accept funds, disburse funds, open bank accounts, sign checks, sign contracts, execute assignments and endorsements of promissory notes, security agreements, pledge agreements, and to execute any and all other documents which might be necessary in conducting the business of a Company.

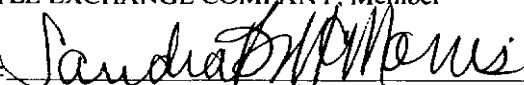
**THUS DONE AND SIGNED** at my office in Baton Rouge, Louisiana, on the date first hereinabove written, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

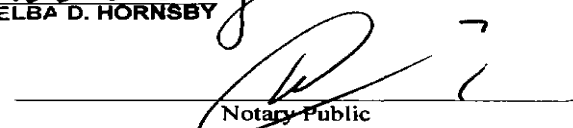
WITNESSES:

  
\_\_\_\_\_  
LISA K. HAZLIP

  
\_\_\_\_\_  
ELBA D. HORNSBY

TITLE EXCHANGE COMPANY, Member

By:   
\_\_\_\_\_  
Sandra B. McMorris, President

  
\_\_\_\_\_  
Notary Public

DONALD A. BAZER, JR.  
LSBA NO. 20690

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
TITLE EXCHANGE COMPANY**

**BE IT RESOLVED** that Sandra B. McMorris, President, or Cornelius J. Hyde, III, Vice-President, or Colleen Birke, Secretary, acting alone, be and he/she is hereby authorized and empowered for and on behalf of the above named corporation in its capacity as Member of DONALDTEC, LLC to buy, sell, lease or otherwise alienate any and all types of property, real, personal or mixed, purchased by, sold to or owned by DONALDTEC, LLC, and to execute any and all contracts containing and upon such terms and conditions as he/she may determine fit and proper, the corporation hereby ratifying all prior sales, purchases, mortgages and contracts made on behalf of the corporation by him/her.

**BE IT FURTHER RESOLVED** that the above named officers/agent, acting alone, be and he/she is hereby authorized and empowered for and on behalf of the corporation in its capacity as Member of DONALDTEC, LLC to borrow money for DONALDTEC, LLC in such amounts and payable in such a manner and bearing such interest rates as he/she may determine proper. In connection with the authority herein granted, he/she is authorized and empowered to mortgage any of the property owned by DONALDTEC, LLC to secure any loan, such acts of mortgage to contain all of the usual and customary clauses contained in mortgage instruments, including the confession of judgment, waiver of appraisalment, and pact de non alienando.

**BE IT FURTHER RESOLVED** that the above named officers/agent, acting alone, be and he/she is hereby authorized and empowered on behalf of the corporation in its capacity as Member of DONALDTEC, LLC to sign leases (including, but not limited to oil, gas and/or other mineral leases), acts of sale, acts of mortgage, acts of sale with mortgage, acts of sale with mortgage subject to mortgage, acts of assumption of mortgage, chattel mortgages, contracts, promissory notes and other documents necessary to carry out the authority granted in this resolution, and that all prior acts of the said officers/agent in these capacities are hereby ratified.

**BE IT FURTHER RESOLVED** that the above named officers/agent, acting alone, be and he/she is hereby authorized and empowered on behalf of the corporation in its capacity as Member of DONALDTEC, LLC to accept funds, disburse funds open bank accounts, sign checks, sign contracts, execute assignments and endorsements of promissory notes, security agreements, pledge agreements, and to execute any and all other documents which might be necessary in conducting the business of a corporation in its capacity as Member of DONALDTEC, LLC.

**CERTIFICATE**

I, Secretary, hereby certify that the above and foregoing is a true and correct copy of a Resolution adopted by the Board of Directors of the above named corporation, at a meeting held on the 10<sup>th</sup> day of November, 2006, at which meeting a quorum was present and voting.

  
\_\_\_\_\_  
Secretary

Attest:

  
\_\_\_\_\_  
President

**CERTIFICATE OF DONALDTEC, LLC**

**STATE OF LOUISIANA**

**PARISH OF EAST BATON ROUGE**

BE IT KNOWN, that on this 10<sup>th</sup> day of November, 2006:

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified within and for the above Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared TITLE EXCHANGE COMPANY, through its duly authorized President, Sandra B. McMorris, who declared as follows:

Appearer is the sole member of DONALDTEC, LLC (the "Company").

Appearer further declared that Title Exchange Company, through its President, Sandra B. McMorris, or its Secretary, Cornelius J. Hyde, III, or its agent, Colleen Birke, be and is hereby authorized and empowered for and on behalf of the above named Company to buy, sell lease or otherwise alienate any and all types of property, real, personal or mixed, purchased by, sold to or owned by the Company, and to execute any and all contracts containing and upon such terms and conditions as she may determine fit and proper, the Company hereby ratifying all prior sales, purchases, mortgages and contracts made on behalf of the Company by her.

Appearer further declared that the above named member be and it is hereby authorized and empowered for and on behalf of the Company to borrow money for the Company in such amounts and payable in such a manner and bearing such interest rates as it may determine proper. In connection with the authority herein granted, said member is authorized and empowered to mortgage any of the property owned by the Company to secure any loan, such acts of mortgage to contain all of the usual and customary clauses contained in mortgage instruments, including the confession of judgment, waiver of appraisal, and pact de non alienando.

Appearer further declared that the above named member be and it is hereby authorized and empowered on behalf of the Company to sign leases (including, but not limited to oil, gas and/or other mineral leases), acts of sale, acts of mortgage, acts of sale with mortgage, acts of sale with mortgage subject to mortgage, acts of assumption of mortgage chattel mortgages, contracts, promissory notes and other documents necessary to carry out the authority granted herein, and that all prior acts of the said member in these capacities are hereby ratified.


Appearer further declared that the above named officers of Title Exchange Company, Member, acting alone, be and each is hereby authorized and empowered on behalf of the Company to accept funds, disburse funds, open bank accounts, sign checks, sign contracts, execute assignments and endorsements of promissory notes, security agreements, pledge agreements, and to execute any and all other documents which might be necessary in conducting the business of a Company.


**THUS DONE AND SIGNED** at my office in Baton Rouge, Louisiana, on the date first hereinabove written, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

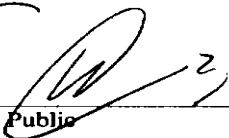
WITNESSES:

TITLE EXCHANGE COMPANY, Member

  
\_\_\_\_\_  
LISA K. HAZLIP

By:   
\_\_\_\_\_  
Sandra B. McMorris, President

  
\_\_\_\_\_  
ELBA D. HORNSBY

  
\_\_\_\_\_  
Notary Public

DONALD A. BAZER, JR.  
LSBA NO. 20690

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
TITLE EXCHANGE COMPANY**

**BE IT RESOLVED** that Sandra B. McMorris, President, or Cornelius J. Hyde, III, Vice-President, or Colleen Birke, Secretary, acting alone, be and he/she is hereby authorized and empowered for and on behalf of the above named corporation in its capacity as Member of GAYLETEC, LLC to buy, sell, lease or otherwise alienate any and all types of property, real, personal or mixed, purchased by, sold to or owned by GAYLETEC, LLC, and to execute any and all contracts containing and upon such terms and conditions as he/she may determine fit and proper, the corporation hereby ratifying all prior sales, purchases, mortgages and contracts made on behalf of the corporation by him/her.

**BE IT FURTHER RESOLVED** that the above named officers/agent, acting alone, be and he/she is hereby authorized and empowered for and on behalf of the corporation in its capacity as Member of GAYLETEC, LLC to borrow money for GAYLETEC, LLC in such amounts and payable in such a manner and bearing such interest rates as he/she may determine proper. In connection with the authority herein granted, he/she is authorized and empowered to mortgage any of the property owned by GAYLETEC, LLC to secure any loan, such acts of mortgage to contain all of the usual and customary clauses contained in mortgage instruments, including the confession of judgment, waiver of appraisalment, and pact de non alienando.

**BE IT FURTHER RESOLVED** that the above named officers/agent, acting alone, be and he/she is hereby authorized and empowered on behalf of the corporation in its capacity as Member of GAYLETEC, LLC to sign leases (including, but not limited to oil, gas and/or other mineral leases), acts of sale, acts of mortgage, acts of sale with mortgage, acts of sale with mortgage subject to mortgage, acts of assumption of mortgage, chattel mortgages, contracts, promissory notes and other documents necessary to carry out the authority granted in this resolution, and that all prior acts of the said officers/agent in these capacities are hereby ratified.

**BE IT FURTHER RESOLVED** that the above named officers/agent, acting alone, be and he/she is hereby authorized and empowered on behalf of the corporation in its capacity as Member of GAYLETEC, LLC to accept funds, disburse funds open bank accounts, sign checks, sign contracts, execute assignments and endorsements of promissory notes, security agreements, pledge agreements, and to execute any and all other documents which might be necessary in conducting the business of a corporation in its capacity as Member of GAYLETEC, LLC.

**CERTIFICATE**

I, Secretary, hereby certify that the above and foregoing is a true and correct copy of a Resolution adopted by the Board of Directors of the above named corporation, at a meeting held on the 10<sup>th</sup> day of November, 2006, at which meeting a quorum was present and voting.

  
\_\_\_\_\_  
Secretary

Attest:

  
\_\_\_\_\_  
President



**CERTIFICATE OF GAYLETEC, LLC**

**STATE OF LOUISIANA**

**PARISH OF EAST BATON ROUGE**

BE IT KNOWN, that on this 10<sup>th</sup> day of November, 2006;

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified within and for the above Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared TITLE EXCHANGE COMPANY, through its duly authorized President, Sandra B. McMorris, who declared as follows:

Appearer is the sole member of GAYLETEC, LLC (the "Company").

Appearer further declared that Title Exchange Company, through its President, Sandra B. McMorris, or its Secretary, Cornelius J. Hyde, III, or its agent, Colleen Birke, be and is hereby authorized and empowered for and on behalf of the above named Company to buy, sell lease or otherwise alienate any and all types of property, real, personal or mixed, purchased by, sold to or owned by the Company, and to execute any and all contracts containing and upon such terms and conditions as she may determine fit and proper, the Company hereby ratifying all prior sales, purchases, mortgages and contracts made on behalf of the Company by her.

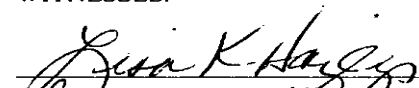
Appearer further declared that the above named member be and it is hereby authorized and empowered for and on behalf of the Company to borrow money for the Company in such amounts and payable in such a manner and bearing such interest rates as it may determine proper. In connection with the authority herein granted, said member is authorized and empowered to mortgage any of the property owned by the Company to secure any loan, such acts of mortgage to contain all of the usual and customary clauses contained in mortgage instruments, including the confession of judgment, waiver of appraisal, and pact de non alienando.

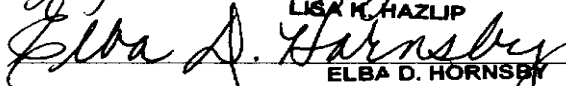
Appearer further declared that the above named member be and it is hereby authorized and empowered on behalf of the Company to sign leases (including, but not limited to oil, gas and/or other mineral leases), acts of sale, acts of mortgage, acts of sale with mortgage, acts of sale with mortgage subject to mortgage, acts of assumption of mortgage chattel mortgages, contracts, promissory notes and other documents necessary to carry out the authority granted herein, and that all prior acts of the said member in these capacities are hereby ratified.

Appearer further declared that the above named officers of Title Exchange Company, Member, acting alone, be and each is hereby authorized and empowered on behalf of the Company to accept funds, disburse funds, open bank accounts, sign checks, sign contracts, execute assignments and endorsements of promissory notes, security agreements, pledge agreements, and to execute any and all other documents which might be necessary in conducting the business of a Company.

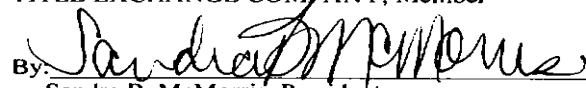
**THUS DONE AND SIGNED** at my office in Baton Rouge, Louisiana, on the date first hereinabove written, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

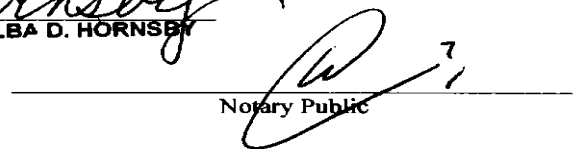
WITNESSES:

  
\_\_\_\_\_  
LISA K. HAZLIP

  
\_\_\_\_\_  
ELBA D. HORNSBY

TITLE EXCHANGE COMPANY, Member

By:   
\_\_\_\_\_  
Sandra B. McMorris, President

  
\_\_\_\_\_  
Notary Public

DONALD A. BAZER, JR.  
LSBA NO. 20690

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
TITLE EXCHANGE COMPANY**

**BE IT RESOLVED** that Sandra B. McMorris, President, or Cornelius J. Hyde, III, Vice-President, or Colleen Birke, Secretary, acting alone, be and he/she is hereby authorized and empowered for and on behalf of the above named corporation in its capacity as Member of HARRYTEC, LLC to buy, sell, lease or otherwise alienate any and all types of property, real, personal or mixed, purchased by, sold to or owned by HARRYTEC, LLC, and to execute any and all contracts containing and upon such terms and conditions as he/she may determine fit and proper, the corporation hereby ratifying all prior sales, purchases, mortgages and contracts made on behalf of the corporation by him/her.

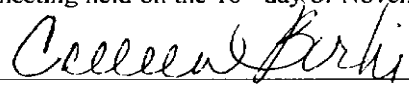
**BE IT FURTHER RESOLVED** that the above named officers/agent, acting alone, be and he/she is hereby authorized and empowered for and on behalf of the corporation in its capacity as Member of HARRYTEC, LLC to borrow money for HARRYTEC, LLC in such amounts and payable in such a manner and bearing such interest rates as he/she may determine proper. In connection with the authority herein granted, he/she is authorized and empowered to mortgage any of the property owned by HARRYTEC, LLC to secure any loan, such acts of mortgage to contain all of the usual and customary clauses contained in mortgage instruments, including the confession of judgment, waiver of appraisalment, and pact de non alienando.

**BE IT FURTHER RESOLVED** that the above named officers/agent, acting alone, be and he/she is hereby authorized and empowered on behalf of the corporation in its capacity as Member of HARRYTEC, LLC to sign leases (including, but not limited to oil, gas and/or other mineral leases), acts of sale, acts of mortgage, acts of sale with mortgage, acts of sale with mortgage subject to mortgage, acts of assumption of mortgage, chattel mortgages, contracts, promissory notes and other documents necessary to carry out the authority granted in this resolution, and that all prior acts of the said officers/agent in these capacities are hereby ratified.


**BE IT FURTHER RESOLVED** that the above named officers/agent, acting alone, be and he/she is hereby authorized and empowered on behalf of the corporation in its capacity as Member of HARRYTEC, LLC to accept funds, disburse funds open bank accounts, sign checks, sign contracts, execute assignments and endorsements of promissory notes, security agreements, pledge agreements, and to execute any and all other documents which might be necessary in conducting the business of a corporation in its capacity as Member of HARRYTEC, LLC.

**CERTIFICATE**

I, Secretary, hereby certify that the above and foregoing is a true and correct copy of a Resolution adopted by the Board of Directors of the above named corporation, at a meeting held on the 10<sup>th</sup> day of November, 2006, at which meeting a quorum was present and voting.

  
\_\_\_\_\_  
Secretary

Attest:

  
\_\_\_\_\_  
President

**CERTIFICATE OF HARRYTEC, LLC**

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BE IT KNOWN, that on this 10<sup>th</sup> day of November, 2006;

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified within and for the above Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared TITLE EXCHANGE COMPANY, through its duly authorized President, Sandra B. McMorris, who declared as follows:

Appearer is the sole member of HARRYTEC, LLC (the "Company").

Appearer further declared that Title Exchange Company, through its President, Sandra B. McMorris, or its Secretary, Cornelius J. Hyde, III, or its agent, Colleen Birke, be and is hereby authorized and empowered for and on behalf of the above named Company to buy, sell lease or otherwise alienate any and all types of property, real, personal or mixed, purchased by, sold to or owned by the Company, and to execute any and all contracts containing and upon such terms and conditions as she may determine fit and proper, the Company hereby ratifying all prior sales, purchases, mortgages and contracts made on behalf of the Company by her.

Appearer further declared that the above named member be and it is hereby authorized and empowered for and on behalf of the Company to borrow money for the Company in such amounts and payable in such a manner and bearing such interest rates as it may determine proper. In connection with the authority herein granted, said member is authorized and empowered to mortgage any of the property owned by the Company to secure any loan, such acts of mortgage to contain all of the usual and customary clauses contained in mortgage instruments, including the confession of judgment, waiver of appraisal, and pact de non alienando.

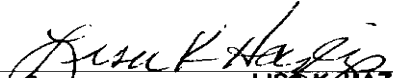
Appearer further declared that the above named member be and it is hereby authorized and empowered on behalf of the Company to sign leases (including, but not limited to oil, gas and/or other mineral leases), acts of sale, acts of mortgage, acts of sale with mortgage, acts of sale with mortgage subject to mortgage, acts of assumption of mortgage chattel mortgages, contracts, promissory notes and other documents necessary to carry out the authority granted herein, and that all prior acts of the said member in these capacities are hereby ratified.

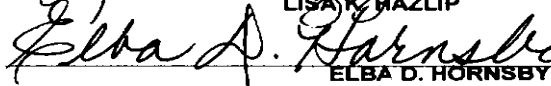
Appearer further declared that the above named officers of Title Exchange Company, Member, acting alone, be and each is hereby authorized and empowered on behalf of the Company to accept funds, disburse funds, open bank accounts, sign checks, sign contracts, execute assignments and endorsements of promissory notes, security agreements, pledge agreements, and to execute any and all other documents which might be necessary in conducting the business of a Company.

**THUS DONE AND SIGNED** at my office in Baton Rouge, Louisiana, on the date first hereinabove written, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

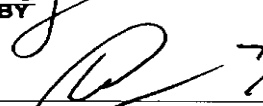
WITNESSES:

TITLE EXCHANGE COMPANY, Member

  
\_\_\_\_\_  
LISA K. HAZLIP

  
\_\_\_\_\_  
ELBA D. HORNSBY

By:   
\_\_\_\_\_  
Sandra B. McMorris, President

  
\_\_\_\_\_  
Notary Public

DONALD A. BAZER, JR.  
LSBA NO. 20690



# Exhibit X



# Exhibit Y

Eliana DeFrancesch, Clerk of Court  
Parish of St. John the Baptist  
**0270982**  
Recorded On: 12/01/2006 11:55 A

**CASH SALE**

**STATE OF LOUISIANA**

BEFORE the undersigned Notary Public, duly qualified in and for the hereinafter stated Parish/County and State, in the presence of the subscribing witnesses and on the dates hereinafter specified, personally came and appeared:

**FORMOSA CHEMICALS & FIBRE CORPORATION, AMERICA**, (last four of TIN: 7744), a Delaware Corporation, herein represented by H.C. LEE, its undersigned duly authorized officer, by virtue of the Resolutions of the Board of Directors of Formosa Chemicals and Fibre Corporation, America, a copy of which is on file and of record, whose mailing address is declared to be 9 Peach Tree Hill Road, Livingston, New Jersey 07039;

herein called SELLER, who declared that for the price of FIVE HUNDRED FIFTY-ONE THOUSAND, NINE HUNDRED FIVE and 00/100 (\$551,905.00), the receipt of which is hereby acknowledged, SELLER hereby sells and delivers with full warranty of title and subrogation to all rights and actions of warranty SELLER may have, unto:

**WHITNEY HERITAGE PLANTATION CORPORATION**, (last four of TIN: 0839), a Louisiana Corporation domiciled in the Parish of Orleans, State of Louisiana, with its municipal address is declared to be 416 Gravier Street, New Orleans, LA 70130, represented herein by its President, John J. Cummings, III, duly authorized;

herein called BUYER, the following described property the possession and delivery of which BUYER acknowledges:

One (1) certain tract or parcel of ground, together with all buildings and improvements thereon and all rights, ways, privileges, prescriptions, servitudes and appurtenances thereunto belonging or in anywise appertaining, containing 129.396 acres of land, situated in Sections 16, 17 & 18, T12S-R18E, Southeastern Land District, west of the Mississippi River, St. John the Baptist Parish, Louisiana, said tract being a 129.396 acre portion of Tract BZ-1-A (that contains 180.474 acres) according to the "Plat showing the resubdivision of Tract BZ-1 & Tract F-1 of the Whitney Plantation into Tract BZ-1-A & Tract F-1-A located in Sections 16, 17 & 18, T12S-R18E, Southeastern Land District, west of the Mississippi River, St. John the Baptist Parish, Louisiana Section 16, T6S-R4E, G. L. D., Livingston Parish, Louisiana for Formosa Chemicals & Fibre Corporation, America" prepared by Cletus Langlois, P.L.S. of Patin Engineers and Surveyors, Inc., dated November 8, 2006, a copy of which is recorded in the official records of the Clerk and Recorder for St. John the Baptist Parish, Louisiana as Entry No. 210883, LESS AND EXCEPT Tract BZ-1 (containing 51.078 acres) previously acquired by Whitney Heritage Plantation Corporation by act of Cash Sale recorded in the official records of the Clerk and Recorder for St. John the Baptist Parish, Louisiana in COB 363 at page 342, as Entry No. 200747. Said tract of land having such size, shape and dimensions as are described on said map(s).

Said property being a portion of the same property acquired by Formosa Chemicals & Fibre Corporation, America by act of Cash Sale recorded in the official records of the Clerk and Recorder for St. John the Baptist Parish, Louisiana in COB 275 at page 529, as Entry No. 135531.

Pursuant to LSA-CC 708, et seq, there is hereby created and established a non-



exclusive, thirty (30') foot, predial servitude of passage (hereinafter "Servitude") on, over and across that portion of Tract BZ-1-A lying between La. Hwy 18 and the Lafourche Levee District (above New Orleans) R.O.W. and shown as a "30' Private Servitude of Passage" and being dedicated for the benefit of and in favor of the Dominant Estate, being that portion of Tract F-1-A lying between the Lafourche Levee District (above New Orleans) R.O.W. and the Mississippi River known as the "Batture", all as more fully shown according to the "Plat showing the resubdivision of Tract BZ-1 & Tract F-1 of the Whitney Plantation into Tract BZ-1-A & Tract F-1-A located in Sections 16, 17 & 18, T12S-R18E, Southeastern Land District, west of the Mississippi River, St. John the Baptist Parish, Louisiana Section 16, T6S-R4E, G. L. D., Livingston Parish, Louisiana for Formosa Chemicals & Fibre Corporation, America" prepared by Cletus Langlois, P.L.S. of Patin Engineers and Surveyors, Inc., dated November 8, 2006, a copy of which is recorded in the official records of the Clerk and Recorder for St. John the Baptist Parish, Louisiana as Entry No. MAP NO. 751.

The Buyer acknowledges and agrees that it is acquiring the Property in as-is condition. Without limiting the generality of the foregoing, the Seller makes no representation or warranty, express or implied, with respect to the state, condition or merchantability of the Property or any part thereof or with respect to any environmental conditions or issues with respect to the Property. By closing the purchase and sale of the Property, the Buyer shall be conclusively deemed to have accepted the Property in its "as is" condition, and the Buyer hereby releases and discharges the Seller, its representatives, successors and assigns, from and against any and all liability, claims of liability, suits, actions, judgments, damages, losses, rights or claims of contribution, and other rights, remedies and claims of any and every kind or nature whatsoever (collectively "Claims"), now or hereafter arising from or in any way connected with or related to the Property, including but not limited to Claims arising from any existing or future environmental law applicable to the Property or any hazardous material or contaminant located on, in, under or in the vicinity of or released or discharged onto or from the Property.

Seller reserves all oil, gas and/or other fugacious minerals. Seller shall have the right to assign all of its rights under this mineral reservation to another party of its choosing.

Buyer agrees to acknowledge the mineral servitude by an authentic act in compliance with the provision of Article 54 and 55 of the Louisiana Mineral Code, with such authentic act to be executed after nine years and six months and before nine years and ten months from the execution date by Buyer of this instrument conveying the Property to Buyer, with Buyer to deliver the authentic act to Seller within ten days of execution thereof for Seller's forwarding for filing by the Clerk of Court in the appropriate records of the Parish. Buyer acknowledges that its obligation to acknowledge the mineral servitude is supported by adequate consideration and is specifically performable and/or subject to being compelled by a court of appropriate jurisdiction. Buyer further agrees that Seller may also recover its damages, attorney's fees, costs and expense with respect to any claim asserted by it with respect to Buyer's failure, if any, to perform its obligation to acknowledge the mineral servitude. Buyer further agrees and represents that Seller's damages shall be difficult to calculate and that Buyer be liable to Seller for liquidated damages in the sum of \$1,000,000 in the event Buyer fails to perform its obligations with respect to acknowledging the mineral servitude. The acceptance and/or filing in the public record by Seller of the authentic act of acknowledgement of the mineral servitude shall be without prejudice to any interruption of the prescription running on the mineral servitude as otherwise provided by law, including but not limited to interruption resulting from use (i.e., operations or production) or contractual extension. The parties further agree that this paragraph shall run with the Property and shall be binding upon and/or inure to the benefit of Seller and Buyer and their successors and/or assigns. Seller understands that Buyer intends to develop, or to sell to a developer, a portion or portions of the subject tract, and that a lending institution or institutions may require in connection with the financing of the cost of development and/or in connection with the permanent financing for individual residences and/or commercial parcels, a waiver of the right to use the surface of such parcel or parcels for mineral exploration and development. Consequently Seller agrees, ONLY in

the event a future financing arrangement by Buyer and its successors and/or assigns is conditioned upon a limitation of surface access by a future mineral Lessee or Seller, excluding BTA Oil Producers and/or its assignee(s), whose access rights are already established by and under: (1) a Geophysical Permit effective March 15, 2006 recorded in the official records of the Clerk and Recorder for St. John the Baptist Parish, Louisiana as Entry No. 264872, and (2) an Option to Acquire Oil and Gas Lease effective March 15, 2006 recorded in the official records of the Clerk and Recorder for St. John the Baptist Parish, Louisiana as Entry No. 264873, Seller shall cooperate with Buyer by agreeing to pre-designated drillsites and access routes to same not to exceed one, three acre drillsite per eighty acres of land being sold. Such sites and routes shall be selected based upon the mutual advantage of both Buyer and Seller; however, in the event of a conflict, Buyer agrees Seller's final selection shall be the prevailing designation. Notwithstanding the foregoing, nothing contained herein shall limit or restrict Buyer's access to the surface for mineral development, except as specifically identified above.

Seller and BTA Oil Producers (BTA) to explore the Property for oil, gas and other hydrocarbon minerals have entered into: (1) a Geophysical Permit effective March 15, 2006 recorded in the official records of the Clerk and Recorder for St. John the Baptist Parish, Louisiana as Entry No. 264872 allowing BTA, and (2) an Option to Acquire Oil and Gas Lease effective March 15, 2006 recorded in the official records of the Clerk and Recorder for St. John the Baptist Parish, Louisiana as Entry No. 264873. In the event such oil, gas and other hydrocarbon minerals, as are referred to in said agreements, are found upon the property, Seller shall require BTA to consult with Buyer in locating all relevant roads, pipelines and equipment associated with BTA's rights to operate and produce minerals. In the event such agreements with BTA should expire and Seller should enter into a subsequent agreement(s), Seller shall further agree to require such subsequent party(s) to also consult with Buyer as provided immediately above.

Buyer, for the same consideration recited and received herein, does hereby cancel and terminate its Right of First Refusal pertaining to any and all of the properties owned by Seller, sometimes referred to as the Whitney Tract, said Right of First Refusal being included in the act of Cash Sale between Seller and Buyer recorded in the official records of the Clerk and Recorder for St. John the Baptist Parish, Louisiana in COB 363 at page 342, as Entry No. 200747.

Buyer assumes all current farm and river bank leases pertaining to the Property. With regard to the current sugar cane Lease on the Property and the sugar cane currently in cultivation and harvest, Buyer agrees to honor this Lease until the conclusion of the harvest and shall pay the farmer any buy/out costs after the harvesting of this year's crop

Real Estate taxes for the current year (2006) have been prorated and paid by the parties. Those rentals and insurance premiums acceptable to Buyer, operating expenses and revenues for service contracts and other revenues and obligations assumed by Buyer have been prorated by the parties.

All parties signing the within instrument declare and acknowledge that with regard to any obligation herein, it is not their intention nor do they by these presents create any vendors lien, resolutive condition, stipulation pour autri.

All parties signing the within instrument have declared themselves to be of full legal capacity.


All agreements and stipulations herein 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, and the BUYER and its assigns shall have and hold the described property in full ownership forever.

State of NEW JERSEY

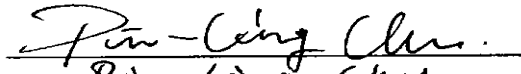
County of ESSEX


Thus Done and Signed before me in the City of Livingston, State of NEW JERSEY, on this 21<sup>st</sup> day of November, 2006, in the presence of me, Notary, and the following competent witnesses who have signed in the presence of the parties and me, Notary.

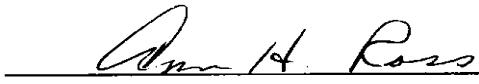
**WITNESSES:**

  
TONY T. LEE (print)

**Formosa Chemicals & Fibre Corporation, America, Seller**

  
Pin-Ling Chiu (print)

  
By: H. C. Lee  
Its: Vice President

  
\_\_\_\_\_, Notary Public  
Notary/Bar Roll Number: 2038352


**ANN H. ROSS**  
Notary Public Of New Jersey  
My Commission Expires Dec. 15, 2007

**State of Louisiana**

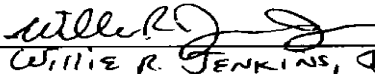
**Parish of East Baton Rouge**

**Thus Done and Signed** before me in the City of Baton Rouge, State of Louisiana, on this 30<sup>th</sup> day of November, 2006, in the presence of me, Notary, and the following competent witnesses who have signed in the presence of the parties and me, Notary.


**WITNESSES:**

  
\_\_\_\_\_  
**Pete GRAFFAGNINO** (print)

**Whitney Heritage Plantation Corporation**  
**Buyer**

  
\_\_\_\_\_  
**Willie R. JENKINS, Sr.** (print)

  
\_\_\_\_\_  
**By: John C. Cummings, III, President**

  
\_\_\_\_\_  
**George M. Pierson, Notary Public**  
**Bar Roll Number: 10998**



# Exhibit Z



# Exhibit AA



ADMINISTRATION MEETING

CONFERENCE ROOM

10:00 A.M.

WEDNESDAY, NOVEMBER 15, 2006

**MAP 749**  
Eliana DeFrancesch, Clerk of Court  
Parish of St. John the Baptist

**0270883**

Recorded On: 11/29/2006 01:12 PM

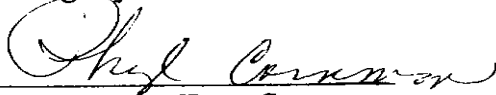
**Present: Mr. Ralph Bean, Mr. Irvin Tregre, Mr. Arnold Labat, Mrs. Adrienne Labat and Mrs. Phyl Cornman**

**Formosa Chemicals and Fibre Corp, America - Cletus Langlois – Administrative Re-subdivision of Tract BZ-1 and Tract F-1 of Whitney Plantation into Tract BZ-1-A and Tract F-1-A, Located on Hwy. 18 in Sections 16, 17 and 18 Township 12 South, Range 18 East, Southeastern Land District, West of the Mississippi River, Edgard, St. John the Baptist Parish, State of Louisiana**

Mrs. Labat asked for explanation of plans. Mr. Langlois explained Formosa has a large tract of land amounting to over 1700 acres. The only piece cut out is a piece he noted on the plans and advised Mr. John Cummings owns it. This is where the actual plantation home sits. What Formosa would like to do is sell the property to the Robert family. They are going to sell the whole plantation. Mr. Cummings is keeping his historic site in place and wanting to purchase more property. What he is asking Formosa is to purchase indicated property around his existing lot. Everything else is going to be sold to the Robert group. Mr. Bean asked who are the Robert's. Mr. Langlois stated he is dealing with a man by the name of Pete Graffagnino. Mr. Bean acknowledged knowing Mr. Graffagnino. Mr. Langlois further explained that seven (7) parties would own the property individually. They are looking at doing some type of development, Formosa is not using for farming right now and they are going to try getting into farming. Mrs. Labat reviewed and asked about the line drawn on the map showing a C-1 line. She advised the C-1 line goes straight across. He informed the thought was they were under the impression Mr. Cummings property was all C-1. He agreed he could make the change. Mrs. Labat stated the problem is if she records it as is it makes it done and it is not done. Mr. Langlois advised he would probably come back and request that all of the area be C-1. He explained Mr. Cummings envisions the area being a tourist center. He has spent lots of money and expanding as a commercial venture. Mr. Tregre asked for clarification as to what he owns. Mr. Langlois pointed to area on map and explained the zigzag area that he wanted. Mrs. Labat reiterated the problem of recording this information with the C-1 line. Mr. Langlois agreed to change the line. Mrs. Labat further clarified if it is the lot line. He agreed. She directed him to show that it is the original lot of BZ-1 and take the zoning off, or show the zoning because it does go straight across. Mr. Langlois agreed that is what they will probably do by adding a line to show it going straight across and add a dash showing BZ-1. Mrs. Labat agreed and

**PAGE TWO**  
**ADMINISTRATION MEETING**  
**NOVEMBER 15, 2006**

advised after changes made she would sign and have it recorded for him. All agreed and meeting adjourned. Administrative re-subdivision approved with corrections to map.



Phyl Corman, Exec. Secretary

NOTE: After meeting, zoning line as shown on plat was verified as correct. Administrative re-subdivision approved with existing plat submitted.

# Exhibit BB

**Center for Urban  
And Public Affairs  
University of New Orleans**

and

**Meyer Engineers, LTD.**

**St. John the Baptist Parish  
Comprehensive Planning Project  
Phase II, Task 1  
Administrative Report**

**January 2007  
A/E Project 20-0131B**

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# *St. John the Baptist Parish Comprehensive Planning Project Phase II*

## **I. Introduction**

There is an old saying that if you fail to plan, you are planning to fail. This can certainly be applied to land use planning for communities. Many communities in the United States face this dilemma. If a community does not have a plan for its future, what often happens is that the community will fail to adapt to change. The community will fail to take advantage of opportunities or to face challenges.

The concept of comprehensive planning is very much related to the economic prosperity of a community. A comprehensive plan is a written document that identifies the goals, objectives, principles, guidelines, policies, standards, and strategies for the growth and development of the community. True comprehensive plans address compatibility issues between various uses of land, management and preservation of natural resources, identification and preservation of historically significant lands and structures, and adequate planning for infrastructure, transportation, housing and recreation needs.

The St. John the Baptist Parish Comprehensive Planning Project has moved the Parish toward both improving the function of the existing planning and zoning regulatory infrastructure and laying out a proposed Parish Land Use Plan for the next 20 years. Developing the Parish's comprehensive plan is a complex process that was undertaken as a multi-year approach. The Parish Council and Administration authorized the University of New Orleans, College of Urban and Public Affairs, along with Meyer Engineers, Ltd. as a sub-consultant, to undertake both Phase 1 and Phase 2 of the project

### **PHASE 1 Recap**

The process began in 2002 with Phase 1 tasks to evaluate both short and long-term land use and zoning administration. It also included a citizen education and participation process to gather input from residents about the future direction of the Parish. Activities completed during Phase 1 included the following tasks:

*Task 1, Phase 1* included an evaluation of Parish's existing Geographic Information System (GIS) and those layers necessary for comprehensive planning; a review of the role of

## *St. John the Baptist Parish Comprehensive Planning Project Phase II*

the Planning and Zoning Commission, Zoning Board of Adjustment, and the Utility Board, including what cases and issues are heard and the decisions made; a review of procedures for and recommended improvements to current processes used to evaluate requests for subdivision, resubdivision, variances, rezonings, and building permits; a review of procedures for and recommended improvements to the current process to monitor and enforce compliance with existing Parish land use regulations; and a review of the existing subdivision regulations and zoning ordinance to identify any deficiencies with the regulations. The results of Task 1 were organized into a report that described the process as well as the results from the Short Range Planning evaluation.

Task 2 was the "Citizen Participation and Education Program". It included several presentations to various constituencies throughout the Parish to educate residents about the need for comprehensive planning and the St. John planning process. These meetings included multi-media presentations and citizen interaction and facilitated land use issue identification sessions to gather citizen input on existing land use issues along with where they, the citizens, would like to see the Parish go in the future. CUPA also developed a website dedicated to the ongoing planning process.

The results of both Tasks 1 and 2 were compiled into a report that identified the process, identified the results of the educational public meetings, detailed the findings of the Short Range Planning Evaluation along with recommendations for changes.

### **PHASE 2 – Current Project Scope**

This report presents the findings and recommendations of Phase 2. Phase 2 activities built upon the analysis and citizen participation tasks completed in Phase I and addressed the recommendations made in Phase I.

#### *Task 1: Improve Existing Planning and Zoning Regulatory Infrastructure*

Task 1 involves addressing several of the recommendations made in the Phase I Task 1 report concerned with land use planning and enforcement in St. John the Baptist Parish, as follows:

## *St. John the Baptist Parish Comprehensive Planning Project Phase II*

St. John Parish also adopted a “**Vision 2020 Plan**”, an economic development strategic plan, which was reviewed by the consultants. The Vision 2020 Plan has many findings and recommendations that are consistent with this Plan. In particular, Vision 2020 has several goals that directly support the findings and recommendations of this report and support the notion that good planning is good for business and the economy of the community.

**Goal 2:** *“Foster community pride and unity among all citizens, encouraging individual and collective participation reflecting diversity as a strength in community development, improving communications, and promoting programs resulting in aesthetic improvements so that St. John The Baptist Parish's internal and external image is enhanced.”* Specific objectives identify the importance of beautification and basic landscaping and sign regulations for the commercial corridors in order to attract business and build community pride.

**Goal IV:** *Foster development of a comprehensive land use and zoning plan that results in planned growth within the context of a “big picture” so that funds can be focused infrastructure improvements with the greatest impact on beneficial growth and citizens needs.* Specific recommendations call for improvements in basic infrastructure – water and sewer facilities, a Master Road Use Plan for the Parish and specific procedures for permitting, many of which coincide with the recommendations of Phase I of this project and the recommendations of this Phase 2 report.

The University of New Orleans and Meyer Engineers, Ltd. presented the proposed future land use plan and this Administrative Report to the Parish's public officials and citizens through a series of public presentations. Feedback was gathered and incorporated into the final Land Use Plan, which was submitted to the St. John the Baptist Parish Planning and Zoning Commission and Parish Council.



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existing uses. Conditional use permits are commonly employed to protect residential neighborhoods against potentially disruptive uses -- uses which might be compatible but could generate substantial amounts of noise, odor, or traffic, or which might in some other way be incompatible with the neighborhood.

Conditional uses are specifically listed in the zoning ordinance. Different zoning districts will have different lists of conditional uses. Like a variance request, criteria for the granting of conditional uses also do not involve an examination of the financial "hardship" to the property owner if the use is not allowed. Instead, the review criteria should focus on ensuring that a proposed use will not have an adverse impact on neighboring uses.

Local governments are also increasingly coming to require special permits for major development proposals. This allows the local government, typically through its zoning board, increased flexibility in examining the impacts of large-scale uses, and the ability to impose conditions to lessen adverse impacts on the community and adjacent properties. Projects such as shopping centers or office parks are particularly likely to require special permits in many places. A conditional or special use permit may allow certain uses of land, buildings, or structures that may not be appropriate under all circumstances in any given zoning district, but may be appropriate where adequate measures can be taken to assure compatibility with surrounding uses, public need, and the Parish as a whole.

Under a Conditional Use provision, the Parish Council, upon recommendation of the Planning and Zoning Commission, may by ordinance, grant a conditional use permit for special uses that are otherwise not permitted outright by the Zoning Ordinance, and may impose appropriate conditions and safeguards to conserve and protect property and property values in the neighborhood. Standards can be used to address impacts related to building size, setbacks, building orientation and site features. Since each community has different needs goals and objectives, it is difficult to specifically determine what uses should fall into this category. ***This study recommends St. John Parish, should it decide to adopt a conditional use process, form a committee with members of the Planning and Zoning Commission, Zoning Board of adjustments and Parish Council***

## *St. John the Baptist Parish Comprehensive Planning Project Phase II*

*representative(s) and Planning Department and Administration. This committee could, if necessary, work with a consultant to craft an ordinance with specific uses listed as conditional uses in each zoning district and determine criteria and standards to ensure compatibility with existing land uses and local community standards and character.*

- **Definitions**

Definitions are an important part of the zoning ordinance and subdivision regulations. Good definitions help the staff, Planning Commission and Zoning Board of Adjustments make consistent and accurate interpretations of the ordinances' requirements. St. John Parish subdivision regulations and its definitions are addressed in a later section of this report. **Attachment "A"** is a suggested list of new terms defined that can be incorporated, by ordinance, into the parish's Zoning Ordinance. Similarly, **Attachment "B"** consists of definitions related specifically to signs and the signage regulations in the Overlay District. The Overlay District and the enforcement of its regulations are discussed later in this report.

- **Variance Criteria**

Variances to the Zoning Ordinance are defined as *"...a dispensation permitted on individual parcels of property as a method of alleviating unnecessary hardship by allowing a reasonable use of the building, structure, or property, which, because of unusual or unique circumstances, is denied by the terms of the zoning code."* The key word here is "hardship" and the term doesn't mean a financial hardship. Too many variances could possibly open the Parish up to legal challenges for not enforcing its own regulations. Continuous requests for specific sections of the ordinance may mean that there is a problem with that particular regulation and maybe it needs to be changed. Both arguments can be made in the way variances are granted in the Parish.

Phase 1 of this project by UNO addressed the issue of variances granted by the Parish Zoning Board of Adjustments and suggested some criteria by which requests for variances could be judged. **Attachment "C"** is a draft ordinance with the suggested criteria for variance requests

## *St. John the Baptist Parish Comprehensive Planning Project Phase II*

- **Parking**

Parking requirements currently found in the St. John Parish Zoning Ordinance are generally working properly. It is often a matter of interpretation as to which category a particular use might fall and what the corresponding parking requirements might be. **Attachment "D"** is a suggested Table of Required Parking Spaces. This attachment is merely a guide and reference source that can be used by the Planning Department staff since the list of uses is not overall consistent with defined uses in the Parish Zoning Ordinance. Again, this table addresses the number of spaces only and not other parking issues, such as dimensions of the spaces, other spatial requirements, landscaping and parking location.

- **Update the Subdivision Regulations**

Originally, subdivision regulations were meant to provide a more efficient method of selling land. A developer produced a plat with numbered lots and parcels and the sales of these parcels were easily recorded. After 1926, with the passage of the Standard City Planning Enabling Act by Congress, subdivision regulations were seen as a tool to regulate and control urban development and to address the problems created by premature development.

Subdivision Regulations are adopted by local governments as minimum requirements for the regulation and control of land subdivision within the Parish. These regulations are intended to:

- a. Establish standards for logical, sound, and economical development.
- b. To provide for adequate light, air and privacy, to secure safety from fire, flood, and other danger, congestion and overcrowding of the land, to provide orderly expansion and extension of community services and facilities at minimum cost and maximum convenience.
- c. To provide for the proper arrangement of streets and highways in relation to those existing or planned and to provide for the most beneficial relationship between use of land, buildings, traffic, and pedestrian movements.

## *St. John the Baptist Parish Comprehensive Planning Project Phase II*

- d. To improve the quality of life through protection of the total environment, including the prevention of air, water, light, and noise pollution, the prevention of soil erosion, and the preservation of natural beauty and topography.
- e. To ensure appropriate surveying of land, preparing and recording of plats and the equitable handling of all subdivision plats by providing uniform procedures and standards for observance by both the Parish and property owners and developers.

The St. John the Baptist Parish Subdivision Regulations overall have been an effective tool in regulating how subdivisions are built. There have been few problems or disputes. Those areas where the regulations have been deficient or outdated have been corrected. In 1998 "Construction Standards" were added in order to standardize and clarify what the Parish expected. Definitions are an important part of clear and understandable regulations. **Attachment "E"** is a suggested list of appropriate definitions for the St. John Parish Subdivision Regulations. The definitions in the Subdivision Regulations are generally consistent with the proposed definitions for the Zoning Ordinance, Attachment "A", to provide uniformity. It is suggested that the Planning Commission review, amend as necessary and adopt these definitions as part of the Subdivision Regulations.

- **Sign Committee - Enforcement Plan Provision for the Overlay District.**

Sign and landscaping regulations, such as those in the Major Corridor Overlay District, are intended to protect and enhance the character of the community and its various neighborhoods and districts against visual blight. It is necessary to regulate the size, type and location of signs to encourage the effective use of signs as a means of communication and to provide equality and equity among sign owners and those who wish to use signs. Controlling the size and number of signs is necessary to implement community goals and policies expressed by the public. Signs have an important design component and must be architecturally compatible with affected structures and the character of surrounding development in order to maintain the overall quality of a neighborhood or commercial district. The cumulative effect of

## *St. John the Baptist Parish Comprehensive Planning Project Phase II*

numerous signs close to each other has a detrimental impact, which cannot be addressed in any way other than by limiting the number and size of all signs. In the same way and for the same reasons, minimum landscaping regulations were made a part of the Overlay District regulations.

In 2003, a Parish Sign Committee was formed consisting of members of the Parish Planning Department, Parish Planning and Zoning Commission, Zoning Board of Adjustments, representative from the St. John Parish Business Association, interested citizens and a representative of the sign industry. The Committee met sporadically and initially recommended amendments to the ordinance to clarify the regulations for multi-tenant commercial sites. Other "fine-tunings" of the regulations were made.

In August 2004 the Parish and the Sign Committee held a public meeting for business owners primarily in the LaPlace area to re-inform them of the intent and purpose of the Overlay District regulations. The Consultants helped facilitate this meeting. The overwhelming response by the business community was the Parish needed more such regulations and particularly needed to focus on strict and even enforcement. Enforcement is a difficult issue in most communities and St. John Parish is no exception. Parish officials need to remember two things about enforcement: 1) the results of enforcement of the aesthetic regulations will not be immediately apparent. Only after several years of consistent enforcement will the Overlay Corridor District begin take on a different appearance as non-conforming signs are brought into conformance and as more landscaping takes place and trees begin to mature, and 2) a history of inconsistent enforcement of some of the Zoning Ordinance puts the entire ordinance at risk in a possible court challenge.

*St. John the Baptist Parish Comprehensive Planning Project Phase II*



The photographs above illustrate the differences the regulations in the Overlay District are designed to achieve. ***This study recommends St. John Parish officials expand and strictly enforce the Overlay District regulations in order to realize long term positive results in the aesthetics, economic development and quality of life in the Parish. The Parish should also adopt new sign definitions, Attachment "B", to clarify sign types and to assist in the enforcement of the regulations.***

**IV. Complete Development of a Plan to Make Decision-making Concerning Mobile/Modular Homes an Administrative Responsibility.**

Current St. John the Baptist Parish regulations regarding mobile and modular homes do not implement the goals of the Parish. These goals include protecting single-family neighborhoods; provide reasonable choices for those residents who live in mobile homes and to streamline the approval process for mobile homes permitting. It is questionable whether any of these goals are being met by the current regulations.

St. John Parish has a large number of mobile homes, 956 as counted by the UNO Land Use Survey conducted in 2004. Most of these are located in R-1 Single-Family Zoning Districts. The Parish Zoning Ordinance expressly lists "mobile homes" as a

## *St. John the Baptist Parish Comprehensive Planning Project Phase II*

prohibited use in all R-1 Single-Family Zoning Districts. In fact, mobile homes are only permitted by right in R-4 Multi-Family District, MHD, - Mobile Home Park District, and R - Rural District. Very little of the Parish is zoned R-4 or MHD, as can be seen on the Official St. John Parish Zoning Map.

In an attempt to address this issue and to afford mobile home residents an opportunity to find a place to live, the Parish amended the provisions of the zoning ordinance to allow the placement of a mobile home in zoning districts where they are not expressly permitted under certain conditions. These conditions include making application to the Planning Department and appearing before the Planning Commission for a public hearing. The Planning Department investigates the request and makes a recommendation to the Planning Commission. The recommendation is based on analysis of the request based on specific criteria. These criteria include an analysis of the percentage of other existing mobile homes within a 500-foot radius of the subject site, compatibility of materials and roof pitch. The Planning Commission then votes to either approve or deny the request for trailer/mobile home placement, based on these criteria. Appeals can be made to the Council where it often becomes a political issue rather than a land use and policy issue. The result is inconsistent siting of mobile homes in single-family residential districts, neighborhood disputes and unnecessary delays for the applicant.

The Parish should adopt a method of approving mobile home/trailer site requests administratively based on specific permit criteria that can be evaluated and approved or denied by the Planning Department staff. The Public Hearing requirement should be eliminated in most cases as this can increase neighborhood friction and causes needless and expensive delays for the applicant. To accomplish this, more areas of St. John Parish need to be rezoned to zoning districts where mobile homes are a specific permitted use. Once done, applicants need only apply for a mobile home/trailer placement permit, much like a building permit for a traditional residence. Existing application forms for mobile home placement approval can be easily modified to fit the new requirements.

The question becomes what areas of the Parish are to be rezoned. Many zoning

## *St. John the Baptist Parish Comprehensive Planning Project Phase II*

issues can be highly charged political issues but once accomplished the rezoning should reduce the monthly highly charged Planning Commission meetings.

*This study recommends the following:*

- *Create a new single-family zoning district or overlay district that permits mobile homes.*
- *Rezone specific areas of the Parish to this new district.*
- *Rezone large parts of the West Bank of St. John Parish to R-Rural Zoning District. That designation more accurately fits the existing land uses there and R-Rural District allows for mobile homes.*
- *Discontinue the permitting of mobile homes in standard R-1 zoning districts.*

### V. **Geographic Information System (GIS)**

St. John the Baptist Parish invested several years ago in a substantial upgrade in its information management abilities when it elected to produce a geographic information system for the various departments. The Parish Department of Public Safety had a GIS system for its operations but the other Parish departments were in the technology dark ages. The Parish hired Geographic Computer Technologies, Inc. (GCT, Inc.) to develop a Parish-wide GIS. The result is a state of the art system that is a powerful tool in information management. Unfortunately, the Parish GIS system has only one primary user – the Planning Department. It system has an excellent zoning district layer, parcel layer and other layers useful to land use and zoning analysis. It is likely that the Assessor, the Utilities Department and Roads and Bridges Department, and the Department of Economic Development could make more extensive use of this powerful tool. **It is the recommendation of this report that the Parish continue to expand the GIS and to incorporate other departments so that sharing information can be more efficient.**



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### **VI. Training and Continuing Education**

This task is intended to encourage continuing education for all staff members of the Planning Department in order to better perform their duties on the job. It was originally presented as a way to improve communication between the staff and the Planning and Zoning Commission and the Zoning Board of Adjustments, primarily through staff reports. All employees in the department serve a vital function in the administration of the parish's land use regulations and knowledge of job duties and functions are essential.

The Consultants recommended that all new employees be given a brief orientation to the functions of the Planning Department and a brief overview of the Zoning Ordinance and Subdivision Regulations. This was done by Meyer Engineers, Ltd. on July 24, 2006 in the Planning Department. Inspectors need a more in depth knowledge of the regulations they are enforcing and a more intense training course was implemented. There are several statewide professional organizations that can assist in providing training, materials and seminars in the future. The Building Officials Association of Louisiana (BOAL) can be of great assistance as a resource for information and a networking opportunity for inspectors and zoning administrators. The BOAL website is <http://www.lsus.edu/boal/boalorg.html>.

Additional training opportunities for planning and zoning for staff are readily available from many sources. One of the best is the University of New Orleans, College of Urban and Public Affairs (CUPA). CUPA faculty and staff have a range of knowledge of planning and land use issues that is both broad and deep. It is also the only accredited planning school in Louisiana, Mississippi and Alabama. It offers numerous degree programs in various concentrations of interest.

The American Planning Association (APA) is a nonprofit public interest and research organization representing 37,000 practicing planners, officials, and citizens involved with urban and rural planning issues. Sixty-five percent of APA's members work for state and local government agencies. APA's primary function is education – educating its

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members, the public and government officials about planning. There is an annual APA national conference in the spring and a Louisiana Chapter APA conference held every fall. There are also numerous resources available from the organization, which can be found at the APA website – [www.planning.org](http://www.planning.org). A related publication is the *Planning Commissioners Journal*, a publication designed especially for Commission and Board members. Subscriptions and back issues of articles can be purchased online at [www.plannersweb.com](http://www.plannersweb.com).

Many other organizations offer resources and training in many areas, either online or in seminars. These often are valuable resources but they are often very expensive and can impact a limited budget. Lorman Educational Services is a leading continuing education company offering seminars and on-line learning opportunities. In addition, Planetizen ([www.planetizen.com](http://www.planetizen.com)), a website devoted to land use and planning issues, is developing an online training course for planning commissioners that should be available in late 2007.

Probably the most useful skill to be learned is communication, verbal and written. Staff reports to the Planning and Zoning Commission and to the Zoning Board of Adjustments should be brief enough to be readable but in depth enough for analyses so the commissioner or board member can have an understanding of the issues. On the other hand, a report must contain sufficient analysis of the request in order for the voting board member to make an educated decision. This is also to protect the Parish should the decision be challenged in court. The decision must be made with sufficient understanding of the issues and presentation of the facts. Feedback from the Planning Commission and ZBA can help determine if the level of analysis in staff reports is sufficient. The Consultants strongly suggest that the reasons for the recommendations by the staff, especially recommendations for denial, be spelled out in staff reports. In turn, the Planning and Zoning Commission and the ZBA, when voting, should specifically give the reason for the motion. This is especially important if the Commission or Board votes for denial or if the decision is different from the Planning Director's recommendation.

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Planning Commissioner Training - Local planning commissions and zoning boards of adjustment often make decisions that affect the future of their communities. It is therefore essential that these members are informed of their duties and responsibilities and that they are educated in the basics of planning and zoning law and issues. It should be noted here that ACT 859, passed by the 2004 Louisiana Legislature has, among other things, made it a requirement that newly appointed members to planning and zoning boards and commissions must receive at least four hours of training within the first year of their appointment. The Louisiana Chapter of the American Planning Association offers sessions that meet this requirement free of charge. St. John Parish has sponsored several of these sessions, the latest being held on November 4, 2006, and most attendees have requested additional training sessions. The Parish should follow up with its consultants and with LA APA to offer periodic continual education for its board and commission members as well as the Parish Council. More information on Act 859 and training sessions by LA APA can be found on the organization's website; [www.louisiana-apa.org](http://www.louisiana-apa.org).

### **VI. ATTACHMENTS**

- A. Definitions –Zoning Ordinance
- B. Sign Definitions
- C. Suggested Variance Criteria
- D. Table of Required Parking Spaces
- E. Definitions – Subdivision Regulations

# ATTACHMENT "A" – Zoning Ordinance Definitions

## SECTION 33:20 DEFINITIONS – GENERAL.

### A. General Provisions

The following definitions are presented to clarify the meaning of terms as they apply to specific sections of the Zoning Ordinance. Unless specifically defined below, words or phrases shall be interpreted to give them the meaning they have in common usage and to give these regulations the most reasonable application. Words in the present tense shall include the future; the singular number shall include the plural and the plural the singular; and, the word "shall" is mandatory and not discretionary.

### B. General Intent

Any word, term or phrase defined herein shall reflect the context in which the word, term, or phrase is used. All terms not specifically defined shall carry their usual and customary meanings. Terms indigenous to a trade, industry, or profession shall be defined when used in such context in accordance with their usual and customary understanding in the trade, industry, or profession to which they apply.

### C. General Definitions

**Abandonment** - To cease or discontinue a use or activity without obvious intent to resume, but excluding temporary or short term interruptions to a use or activity during periods of remodeling, maintaining, or otherwise improving or rearranging a facility, or during normal periods of vacation or seasonal closure. The date of disconnection of any permanent utilities shall be sufficient to commence the period of abandonment and be interpreted as intent to discontinue a use.

**Abutting** - To touch along a common border such as "adjoining" lots.

**Accessory (Building or Use)** - A building, attached to or detached from the principal building, the use of which a) is clearly incidental to and customarily found in connection with a principal building or use; b) is subordinate to and serves a principal building or principal use; c) is subordinate in area, extent, or purpose to the principal building or principal use served; d) contributes to the comfort, convenience, or necessity of occupants, business, or industry in the principal building or principal use served; and, e) is located on the same lot as the principal building or use served.

**Acreage** - Those parcels of land twenty (20) or more acres created for sale, purchase, agreement to purchase, donate, or lease, as long as title to property does not change any division or subdivision of land either by description or by metes and bounds as defined herein shall constitute a subdivision of land but shall not be subject to development requirements contained herein.

**Addition** - Any construction which increases the size of a building or structure in terms of site coverage, height, length, width, or gross floor area.

*Adjoining* – See “abutting”.

*Agent of Owner* - Any person showing written verification that he or she is acting for, and with the knowledge and consent of a property owner.

*Agriculture* – The use of land for agricultural purposes including agriculture, dairying, farming, floriculture, pasturage, viticulture, and animal and poultry husbandry and the necessary accessory uses for packing, treating or storing the products. Provided, however, that the operation of any such accessory use shall be secondary to that of the normal agricultural activities.

*Alley* - A dedicated right of way not less than twenty-five (25) feet in width to provide access to the back side of properties also abutting on a street.

*Alteration, Structural* - Any change in the supporting members of a building or structure, such as bearing walls, columns, beams, or girders, or any substantial change to the roof or exterior walls; provided, however, that the application of any exterior siding to an existing building for the purpose of beautifying and modernizing shall not be considered a structural alteration.

*Antenna (see also Satellite Dish Antenna)* - Any system of wires, poles, rods, reflecting discs, or similar devices used for the transmission or reception of electromagnetic waves external to or attached to the exterior of any building.

*Applicant* - The record owner(s) of land proposed to be rezoned or subdivided or otherwise acted upon by the Parish or the owner's authorized representative with confirmed written consent of the owner.

*Area of Periodic Inundation* - All land areas that are determined to be greater than three (3) feet below the base flood elevation, or lands determined to be jurisdictional wetlands by the U.S. Army Corps of Engineers pursuant to the Clean Water Act.

*Block* - A tract of land bounded by streets or by a combination of streets and public land, railroad rights-of-way, waterways, or any other barrier to the continuity of development.

*Board* - The Zoning Board of Adjustments for St. John the Baptist Parish.

*Boulevard* - A double street or roadway separated by a median or neutral ground.

*Buffer zone* - A strip of land identified on a site plan and required by this ordinance to protect one type of land use from another land use that is incompatible.

*Buildable Area* - The area of a lot remaining to be used for the construction of a principal structure bounded by the minimum required front, rear and side yards, landscape, buffer, and open space areas, and excluding any servitudes or easements and any areas subject to periodic inundation as defined.

*Building* - Any structure designed or built or used for the support, enclosure, shelter, or protection of persons, animals, chattels, or property of any kind. The definition of the word "building" includes the word "structure", but any use of the term "building" shall not include the term "mobile building" unless specifically provided in the context of the discussion of the word "building."

***Building, Accessory*** - A building, detached from the principal building, the use of which a) is clearly incidental to and customarily found in connection with a principal building or use; b) is subordinate to and serves a principal building or principal use; c) is subordinate in area, extent, or purpose to the principal building or principal use served; d) contributes to the comfort, convenience, or necessity of occupants, business, or industry in the principal building or principal use served; and, e) is located on the same lot as the principal building or use served.

***Building, Principal*** - A non-accessory building in which the primary use of the site is conducted. In residential districts, a dwelling shall be deemed to be the principal building.

***Building Inspector*** - The chief building inspector and his/her designees responsible for the administration and enforcement of the adopted Parish codes.

***Building Setback Line*** - That line which is the required minimum distance from the lot line at the street right-of-way line or any other lot line that establishes the buildable area within which the principal structure must be erected or placed

***Cellular Transmissions*** - Electromagnetic frequency transmissions in the 800-900 MHZ ultra-high frequency (UHF) range.

***Central Sewerage System*** - A Parish operated sewer system, including collection and treatment facilities, with the capability to serve outlying areas.

***Central Water System*** - A Parish operated distribution system for potable water, including storage and distribution facilities, with the capability to serve outlying areas.

***Change of Use*** - The replacement of an existing use by a new use, or a change in the nature of an existing use to a different specific use classification, as defined by these regulations, but not including a change of ownership, tenancy, name, or management, or change in product or service within the same specific use classification where the previous nature of the use, line of business, or other function is substantially unchanged.

***Classification of Streets*** - Ranking the street network by type of service, including local, collector, and arterial streets (see specific definitions under each heading).

***Clerk of Court*** - The St. John the Baptist Parish Clerk of Court.

***Commission*** - The Parish Planning and Zoning Commission of St. John the Baptist Parish, Louisiana.

***Comprehensive Land Use Plan*** - The text, maps, charts, and other descriptive material that is part of a comprehensive plan for the Parish, including the master streets plan and future land use plan and any subsequent supplemental plans adopted by the Planning and Zoning Commission as part of a comprehensive land use plan.

**Condominium** - An estate in real property consisting of an undivided interest in common with other purchasers in a portion of a parcel of real property, together with a separate interest in space in a building, such as a residential apartment or retail unit. A condominium may include, in addition, a separate or limited common interest in other portions of such real property. (Permitted by Special Use Permit as per Section 26.3.8 of this Zoning Ordinance).

**Conforming Use** - A use of any land, building, or structure that conforms to currently applicable use regulations for the district in which it is located

**Contiguous** - See Abutting

**Corner Lot** - See Lot, Corner

**Council** - The Parish Council of St. John the Baptist Parish.

**Curb Cut** - An interruption or break in the line of a street curb in order to connect a driveway to a street, or otherwise provide vehicular access to abutting property.

**Curb Level** - The level of the established curb in front of the building measured at the center of such front. Where no curb has been established, the Parish Engineer shall authorize and approve the establishment of such curb level or its equivalent for the purpose of this Chapter.

**Decibel** - A unit of sound pressure level.

**Density** - The number of families, individuals, dwelling units, or housing structures per unit of land.

**Detached** - Fully separated from any other building, or joined to another building by structural members not constituting an enclosed or covered space.

**Developed Lot** - Any lot or parcel of land upon which a structure as defined herein has been constructed whether or not such structure is presently habitable or in use; any lot or parcel of land which serves as a yard for such a structure; or, any lot or parcel of land which has been wholly or partially cleared of its naturally growing vegetation or which is the subject of a building or clearing permit issued by the Parish of St. John the Baptist.

**Developer** - The legal or beneficial owner or owners of a parcel of land including the holder of an option or contract to purchase or other persons having enforceable proprietary interests in such land with the intent of preparing the land for or achieving the result of the development of said parcel of land.

**Development** - Any man-made change to improved or unimproved land including but not limited to the construction of buildings or other structures or the mining, dredging, filling, grading, paving, excavation of or performance of drilling operations on the land.

**Development Site** - A contiguous tract or parcel of land, subdivided lot or contiguous lots or parts thereof in the same or multiple ownership intended and suitable for development which is treated as one cohesive development site devoted to a unity of use in a permitting, subdivision or plan review

procedure. A site shall not extend across a public street or right-of-way except in the case of a subdivision application in which the development site includes all the land within the boundaries of the proposed subdivision plat and may also include proposed roadways.

**Dock** - A place for mooring which accommodates a craft lying along side a wharf, pier, or bulkhead having the benefit of only single side ties to piling or dock cleats.

**Driveway** - That space specifically designated and reserved on a site for the movement of vehicles from one site to another, or from a site to a public street.

**Dwelling Unit** - One or more rooms physically arranged so as to create an independent housekeeping establishment for occupancy by one family with sleeping facilities, a separate toilet, and a single facility for cooking for the exclusive use of the occupying family.

**Easement** - See "Servitude"

**Enclosed** - A roofed or covered space fully surrounded by walls, including windows, doors, and similar openings or architectural features.

**Engineer** - A professional engineer registered in the State of Louisiana, or a professional engineer in the employ of a state or federal agency acting in the area of his or her registered specialty or area of expertise.

**Expressway** - A divided arterial highway for through traffic with full or partial control of access and generally with grade separation at major intersections.

**Family** - One or more persons related by blood, marriage, or adoption, or a group of not more than six (6) persons living (excluding domestic help) together by joint agreement who need not be related by blood or marriage, living together in a single housekeeping unit as their common home for the time, as distinguished from a group occupying a boarding house, lodging house, hotel, club, fraternity or sorority house.

**Family Plot** - Property owned by a single family for as minimum of ten (10) years. The development of this property shall be for the exclusive development and use by immediate family members and shall not exceed fifteen (15) parcels with a minimum size of five thousand (5,000) square feet. The parcels can be developed without public street frontage but serviced by an access driveway. No Parish services will be provided to residences of a family plot in the way of streets or maintenance, water, lighting or sewer services.

**Fence** - Any artificially constructed barrier of any material or combination of materials erected to enclose or screen areas of land.

**Fixed Seat** - A seat permanently affixed to a floor or bleachers structure. Two feet (2') of permanently affixed bench shall be considered a fixed seat.

**Floor Area, Gross** - The sum of the total horizontal areas of the several floors of all buildings on a lot, measured from the interior faces of exterior walls. The term gross floor area shall include: basements; elevator shafts; stairwells at each story; floor space used for mechanical equipment with



structural head room of six feet, six inches (6'6") or more; penthouses; attic space, whether or not a floor has actually been laid, providing structural headroom of six feet, six inches (6'6") or more; interior balconies; and, mezzanines.

**Frontage** - That portion of a lot abutting on a street right-of-way measured along the property line of the public right-of-way and the private property.

**Future Land Use Plan** - A land use plan adopted by the Planning and Zoning Commission which illustrates the community's goals for future land use and which is intended to serve as the basis for the creation of zoning districts.

**Garage, Private** - An accessory building for the private use of the owner or occupant of a principal building situated on the same lot as the principal building for the storage of motor vehicles with no facilities for mechanical service or repair of a commercial or public nature.

**Green Area** - Land shown on a development plan, site plan, master plan or official map for preservation, recreation, landscaping or park area.

**Greenbelt** - An area of land between the property line and any adjacent street right of way that is intended to remain unpaved in order to provide a visual border and to limit the access of a lot or parcel to designated driveway area.

**Gross Leaseable Area** - The total floor area designed for tenant occupancy and exclusive use, including basements, mezzanines, and upper floors, if any, expressed in square feet and measured from the center line of joint partitions and from outside wall faces.

**Gross Site Area** - An area defined as the total site area including required yard setbacks, easements, floodplains, waterways, ponds, and any other area set aside for preservation.

**Guest House** - An accessory building containing a lodging unit without kitchen facilities, and used to house occasional visitors or non-paying guests of the occupants of a dwelling unit on the same site, unless otherwise prohibited by subdivision restrictions.

**Hazardous Substances** - Any substances or materials that, by reason of their toxic, caustic, corrosive, abrasive, or otherwise injurious properties, may be detrimental or deleterious to the health of any person handling or otherwise coming into contact with such material or substance.

**Height of Structure** - The vertical distance from "average grade" to the highest point of the coping of a flat roof or to the deck line of a mansard roof or to the mean height between the lowest eave and the highest gable on a pitched, hipped, gable or gambrel roof, or if none of the preceding apply, then to the highest point of a structure. The height shall be measured from an elevation derived from the average of the highest and lowest grade adjacent to the building as defined herein.

**Highway, Limited Access** - See Limited Access Highway

**Land Surveyor** - A person licensed by the state as a land surveyor and is qualified to make accurate field measurements and mark, describe and define land boundaries.

**Land Use Plan** - A plan showing the existing and/or proposed location, extent and intensity (density) of development of land to be used in the future for varying types of residential, commercial, industrial, agricultural, recreational, and other public and private purposes or combination of purposes.

**Lease** - A contract by which one party gives to another the enjoyment of a thing for a fixed or determinable term at a fixed or determinable price.

**Limited Access Highway** - A main arterial street providing a traffic way for traffic passing through the area in respect to which owners or occupants of abutting property have no legal right to direct access to or from the same, except at such points and in such a manner as may be determined by the public authority with jurisdiction over the roadway.

**Lot** - A portion of a tract or other parcel of land, containing three (3) acres or less intended as a single building site for transfer of ownership or for development, including the development of one ownership with two (2) or more buildings for separate occupancy. Every lot must front upon a public street for the minimum distance herein required by these regulations and the Parish Subdivision Regulations.

**Lot Area** - The net horizontal area within bounding lot lines including any portion of a flag (panhandle) lot providing access to a street, excluding any street right of way.

**Lot, Corner** - A lot or parcel of land abutting upon two (2) or more streets at their intersection, or upon two parts of the same street forming an interior angle of less than 135 degrees.

**Lot, Coverage** - The area of a lot covered by buildings or roofed areas, but excluding incidental projecting eaves, balconies, and similar features and excluding ground level, landscaping, and open recreational facilities.

**Lot Depth** - The distance measured from the front lot line to the rear lot line. For lots where the front and rear lot lines are not parallel, the lot depth should be measured by drawing lines from the front to rear lot lines, at right angles to the front lot line, every ten (10) feet and averaging the mean length of these lines.

**Lot, Flag** - A lot having access to a street by means of a private driveway, access easement, or parcel of land not meeting the requirements of this Land Use Regulations ordinance for lot width, but having a dimension of at least fifteen (15) feet at its narrowest point.

**Lot Improvements** - Any building, structure, paving, grading, connection to utilities or other development of the land constituting physical or economic betterment of real property.

**Lot, Interior** - A lot abutting adjacent lots on at least two sides and other than a corner lot.

**Lot Line** - A line or series of connected line segments bounding a lot as herein defined.

**Lot Line, Front** - On an interior lot, the lot line abutting the street. On a corner lot, the shorter lot line abutting a street or the line designated as the front lot line by subdivision or parcel map. On a through lot, the lot line abutting the street providing the primary access to the lot. On a flag

(panhandle) lot, the interior lot line designated as a front lot line by a subdivision or parcel map, or the line determined by the Building Inspector to be the front lot line.

**Lot Line, Interior** - A lot line not abutting a street right-of-way and common between two or more lots.

**Lot Line, Rear** - The lot line opposite and most distant from the front lot line. In the case of a triangular or irregularly shaped lot, a line ten (10) feet long lying entirely within the lot, parallel to and at a maximum distance from the front lot line.

**Lot Line, Side** - A lot line intersecting the front lot line and extending there from a minimum distance within the lot of seventy-five (75) feet.

**Lot Line, Zero** - A common lot line on which a wall of a structure may be constructed.

**Lot of Record** - A lot that is a part of an approved subdivision, the plat or surveys which has been recorded in the office of the Parish Clerk of Court.

**Lot, Reverse Corner** - A corner lot, having a side lot line that is substantially a continuation of the front line of a lot to its rear.

**Lot Width** - The horizontal distance between the side lines of a lot measured at right angles to the depth along a straight line parallel to the front lot line at the minimum required front setback line.

**Manufactured Modular Building** -

A structure transportable in one or more sections, which is designed for use only with a permanent foundation and which uses standard sheathing, roofing, siding, and electrical, plumbing, and heating systems which comply with the Parish's adopted building codes.

**Mobile Building** - A movable or portable building which is constructed on a chassis, and/or which is designed to be towed over Louisiana roads and highways under special permit, designed for year-round occupancy, and designed primarily to be used without a permanent foundation, but which may sit on a permanent foundation, and designed to be connected to utilities. It may consist of one or more sections that can be telescoped when transported and expanded later for additional capacity, or of two or more sections, separately transportable, but designed to be joined together into one integral unit. Building onto or around a mobile building will not change its identification as a mobile building. The following shall not be included in this definition:

1. Travel trailers, pickup coaches, motor homes, camping trailers, or other recreational vehicles.
2. Manufactured modular building as defined.

**Mobile Home** - A mobile building designed for use as a residential dwelling.

**Mobile Home Park** - A unified development of five (5) or more mobile home spaces for rent or lease which includes common areas and facilities for management, recreation, laundry and utility services, storage, and similar services for the convenience of residents of the mobile home park.

**Natural Waterbody** - An ocean, lake, lagoon, river, stream, or bayou shown on the current USGS quadrangle map, or on a recorded survey or map.

**Natural Water Course** - A river, stream, or bayou shown on the current USGS quadrangle map or survey or map recorded with the Parish Clerk of Court in which water flows in a definite direction, either continuously or intermittently, having a definite channel and including its floodplains.

**Non-Conforming Use** - A use of any land, building, or structure which does not conform with currently applicable use regulations for the district in which it is located, but which complied with use regulations in effect at the time the use was established.

**Non-Residential Subdivision** - A subdivision whose intended and permitted use is other than residential, for example, commercial, industrial, or institutional.

**Official Zoning Map** - A map legally adopted by the Parish Council, including computer generated or stored maps, that conclusively shows the location of the official zoning districts in the Parish.

**Off-site** - Beyond the boundaries of the site which is the subject of a specific plan of development or subdivision plat.

**Off-Street Parking Facility** - An area on a lot or site or within a building, or both, which is elevated or below grade including one or more parking spaces together with driveways, aisles, turning and maneuvering areas, clearances, and similar features, and meeting the requirements established by these regulations. The term "parking facility" shall also include accessory parking lots, parking garages, and parking structures, elevated parking structures, and parking structures for accessory parking or parking spaces exceeding the requirements of these regulations.

**Open Space** - An area that is intended to provide light and air, and is designed for either environmental, scenic, or recreational purposes. Open space may include, but is not limited to, lawns, decorative planting, walkways, active and passive recreation areas, playgrounds, fountains, swimming pools, wooded areas, and watercourses.

**Ordinance** - A law or regulation adopted by the Parish Council.

**Outdoor Storage** - The keeping, in an unroofed area, of any goods, junk, material, merchandise, or vehicles in the same place for more than twenty-four (24) hours.

**Parcel** - Parcel shall include lots, family lots, tracts, large tracts, and acreage as defined herein.

**Park** - A tract of land designated for and used by the public for active and/or passive recreation.

**Parking Area** - Any public or private land area not a part of a street right-of-way that is used for temporary parking of automobiles and other vehicles, including driveways and access ways. Also referred to as a vehicular use area.

**Parking Lot** - An area within a building, or on a lot or site, or both, which is not elevated and which includes one or more parking spaces together with driveways, aisles, turning and maneuvering areas, clearances and similar features and meets the requirements of these regulations.

***Parking Space*** - An impervious surface area accessible to vehicles and of sufficient size to meet the minimum requirements of these regulations. An area on a lot and/or within a building intended for the use of temporary parking of a personal vehicle. This term is used interchangeably with parking stall. Each parking space must have a means of access to a public street. Tandem parking stalls in single-family detached, single-family attached, and town home residential uses shall be considered to have a means of access to a public street.

***Parking, Remote*** - Off-street parking at another location not on the development site for which its use is intended.

***Parkway*** - A public route intended to be used primarily by passenger vehicles that may have varying width or right-of-way and which right-of-way is or is intended to be developed with a park-like character.

***Performance Standards*** - A list of criteria to establish control of noise, odor, smoke, toxic or noxious matter, vibration, heat, glare, or explosive potential generated by or inherent in the use of land or buildings.

***Permit*** - A written authorization to commence an activity allowed by Parish codes on a form approved by the appropriate Parish administrator, and signed by the person or persons having the jurisdiction over the approval or denial of the authorized activity.

***Personal Communication Service (PCS)*** - Electromagnetic frequency transmissions in the 1800-2200 MHz ultra-high frequency (UHF) range.

***Plan, Site*** - A plan view or bird's eye view of site drawn to scale, dimensioned and providing all of the information required to fully describe the proposed construction showing the boundaries of the site and all of the buildings, structures, and principal site development features, including parking, access, landscaping and screening, and the use(s) proposed.

***Plat*** - A survey of a tract of land showing the boundaries, dimensions, and location of individual lots and streets, survey monuments, topographic data, easements, servitudes, rights-of-way, existing structures, proposed utilities, and significant natural features. For purposes of these regulations, the term plat is not to be construed as a site plan.

***Portable Building*** - A transportable accessory building other than a mobile building as defined with or without a permanent foundation.

***President*** - The President of St. John the Baptist Parish.

***Private Street*** - A private vehicular accessway not owned and maintained by a public agency that affords the principal means of access to individual occupants or a residential, community, or other development.

***Property Owner*** - An individual, firm, association, syndicate, partnership, or corporation having sufficient proprietary interest to seek development of land.

***Public Improvements*** - Any capital improvement such as streets, public utilities, drainage ditches or structures, sidewalks, bicycle paths, landscaping, or open space whether within publicly owned

property or in a dedicated or prescribed servitude or right-of-way on privately owned land, dedicated or intended to be dedicated to the public, which the Parish currently maintains or will maintain after construction is satisfactorily completed and accepted by the Council.

**Public Land Use** - A use of the land by a public not-for-profit entity.

**Queue Line** - An area for temporary parking of motor vehicles in a line while awaiting service or other activity.

**Record Drawings** - Construction drawings that have been noted or amended to show all changes made during the construction process. (Sometimes referred to as "as-built-drawings")

**Recreational Vehicle** - A vehicle towed or self-propelled on its own chassis or attached to the chassis of another vehicle and designed or used for temporary dwelling, recreational or sporting purposes. The term recreational vehicle shall include but not be limited to the following: travel trailers, pickup truck campers, camping trailers and self-propelled motor homes, covered trucks and buses, and boats and boat trailers.

**Reservation** - A legal obligation to keep property free from development for a stated period of time, but not involving any transfer of property rights.

**Resubdivision / Subdivision** - The division of a lot, tract or parcel of land, regardless of size into two (2) or more lots, plots, parcels or building sites for any purpose; sale, retention, donation or of building development, either immediate or future.

**Right-of-way, Public** - A strip of land dedicated for public use. title to which shall rest in the public for the purpose stated in the dedication..

**Same or Common Ownership** - Ownership by the same individual, corporate entity or legally recognized association, ownership by more than one corporate entity in which a principal has an interest.

**Satellite Dish Antenna** - A device incorporating a reflective surface that is solid, open mesh, or bar configured and is in the shape of a shallow dish, cone horn, or cornucopia. Such device shall be used to transmit and/or receive radio or electromagnetic waves between terrestrially and/or orbitally based uses. This definition is meant to include but not be limited to what are commonly referred to as satellite earth stations, TVROs (television reception only satellite dish antennas), and satellite microwave antennas.

**Screening** - A method of visually shielding or obscuring a land use by fencing, walls, berms or densely planted vegetation.

**Servitude** - A strip of ground reserved for public utilities, drainage, and other public purposes, the title of which shall remain in the possession of the property owner, subject to the right of use designated in the reservation of the servitude; or a strip of ground designated or intended to be used for access to subdivided property.

**Sign - On Premise** - A sign identifying a business, person, firm, activity, goal, product, or service located or available on the premises where the sign is located.

**Sign – Political** - A sign urging the election or defeat of a candidate seeking political office or urging the election or defeat of any ballot measure.

**Sign – Snipe** - A sign that is tacked, nailed, posted, pasted, or otherwise attached to poles, stakes, fences, or other objects.

**Sign – Temporary** - A sign that advertises a situation or event that is designed or intended to occur in a relatively short period of time.

**Sign - Trailer** - A sign or sign structure attached to or composed of a trailer frame or chassis or skid or skid frame or body.

**Special Flood Hazard Area** - The land in the floodplain within a community subject to a one (1) percent or greater chance of flooding in any given year. The area may be designated as Zone A on the flood hazard boundary map (FHBM). After detailed rate making has been completed in preparation for publication of the FIRM Zone A is usually refined into Zone A, AE, AH, AO, AI-99, VO, V1-30, VE or V.

**Specifications** - A written statement containing a description or enumeration of particulars, as of the terms of a contract or details of construction or land development criteria not shown in architects or engineers drawings but essential to the communication of the architect or engineers intentions for the work.

**Street** - A right-of-way dedicated to public use that provides vehicular and pedestrian access to adjacent properties.

**Street, Boulevard** - A street that is divided by a median or neutral ground.

**Street, Collector** - Streets that provide access to abutting property and also serve to connect local streets with major arterial streets.

**Streets, Commercial or Industrial** - Collector or arterial streets that serve commercial or industrial development.

**Streets, Cul-de-sac** - A local street with only one outlet and having an appropriate termination based on adopted development standards for the safe reversal of traffic movement.

**Street, Local** - A street intended to provide access to abutting properties and connecting to collector or major arterial streets.

**Street, Major Arterial** - A street which serves or is intended to serve as a major traffic way.

**Street, Private** - See Private Street

**Street, Public** - A public thoroughfare that affords a primary means of vehicular access to abutting property, and including all land within the right-of-way thereof. The word "street" shall include the words, avenue, road, highway, and thoroughfare, or any other similar terms and include all land within the right-of-way of the street.

**Street, Service** - An auxiliary street located parallel to a limited access highway for service to abutting properties and adjacent areas to control access and protect adjacent property from the impact of through traffic.

**Street, Standard** - A street without a median or neutral ground.

**Structure** - A combination of materials forming a construction which requires a permanent foundation on the ground and includes, among other things, buildings, stadiums, platforms, radio towers, sheds, storage bins, fences, freestanding signs, air-conditioning compressors, satellite receiving stations, and antennas.

**Structural Alteration** - Any change in the supporting members of a building or structure, such as bearing walls, columns, beams, or girders; or any substantial change to the roof or exterior walls provided, however, that the application of any exterior siding to a previous existing wall shall not constitute a structural alteration.

**Subdivision** - Any land, vacant or improved, which is divided or proposed to be divided into two (2) or more lots, parcels, sites, units, or plots for the purpose whether immediate or future of offer, sale, lease, or development, either on the installment plan or upon any and all other plans, terms and conditions, including resubdivision. Subdivision includes the division or development of residential and non-residential zoned land, whether by deed, metes and bounds description, devise, intestacy, lease, map, plat or other recorded instrument. For the purpose of these Regulations, subdivision includes the dedication, vacation or reservation of any public or private road, highway, street, alley, servitude or easement through a tract of land regardless of the area involved. The word subdivision includes resubdivisions and, when appropriate to the context, relates to the process of subdividing or to the land or territory subdivided.

**Surveyor** - A person qualified to accurately draft surveys and subdivision plats and is properly licensed and registered in the State of Louisiana.

**Telecommunications** - The transmission, between or among points specified by the user, of information for the user's choosing, without change in the form or content of the information as sent and received.

**Townhouse** - A single-family attached dwelling forming part of a series of attached dwellings with property lines and the required firewalls separating each dwelling.

**Tract** - Those parcels of three (3) or more but less than ten (10) acres created for sale, purchase, lease or donation any lot or division of land either by lot description or by metes and bounds as defined above shall constitute a subdivision of land, subject to development requirements contained in this ordinance and the Parish Subdivision Regulations.

**Tracts, Large** - Those parcels of land containing ten (10) or more acres but less than twenty (20) acres to sell or agreement to purchase, lease or donate any division or subdivision of land either by lot description or by metes and bounds as defined in the Parish Subdivision Regulations shall constitute a subdivision of land, subject to any applicable requirements of the Parish.

**Utility, Public or Private** - Any agency which, under public franchise or ownership, or under certificate of convenience and necessity, provides the public with electricity, gas, heat, steam,



communication, rail transportation, water, sewerage collection, storm water, drainage or other similar service.

**Variance** - A dispensation permitted on individual parcels of property as a method of alleviating unnecessary hardship by allowing a reasonable use of the building, structure, or property, which, because of unusual or unique circumstances, is denied by the terms of the Zoning Ordinance. A variance can be granted only under the procedure and provisions described in this Ordinance.

**Wetlands** - An area that is inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that, under normal circumstances, does support, a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic vegetation, or an area determined by the U.S. Army Corps of Engineers or any other wetlands jurisdictional agency to be a wetlands.

**Yard** - A required open space on a lot adjoining a lot line unobstructed by a principle structure from the ground upward, except for accessory buildings, swimming pools, parking, and such uses as otherwise provided by these regulations.

**Yard, Front** - An open space extending across the front of the lot between the side lot lines, and being the required minimum horizontal distance between the street and the nearest part of the principal building, including covered or uncovered porches. On corner lots, the front yard shall be provided facing the street upon which the lot has its lesser dimensions. In the case of a double frontage lot or through lot, the setback on the second frontage shall be consistent with the setbacks required on lots fronting on the same street as the second frontage.

**Yard, Perimeter** - The required open space between the perimeter property lines of a multi-family development site, including common open space and having or not having sublots for units within the development, and the wall of the structure or structures nearest to perimeter property lines.

**Yard, Rear** - A required open space extending across the rear of a lot between the side lot lines, and being the required minimum horizontal distance between the rear lot line and the nearest part of the principal building, including covered porches or raised decks exceeding three (3) feet in height from grade, but excluding any area located within the street side yard of a corner lot. On both corner lots and interior lots, the rear yard shall in all cases be at the opposite end of the lot from the front yard.

**Yard, Side** - A required yard extending the depth of a lot from the front yard to the rear yard between the side lot line and the side setback line. In the case of a corner lot, the street side yard shall extend from the front yard to the rear lot line.

**Zero Lot Line** - The location of a building on a lot in such a manner that one or more of the building's sides rest directly on a lot line.

**Zone** - AN established area within St. John the Baptist Parish for which the provisions of this Chapter are applicable. (Synonymous with the word "District".)

**Zoning Administrator** - The person appointed or designated by the Parish Council responsible for carrying out the provisions and enforcement of the Zoning Ordinance.

## **ATTACHMENT "B" - SIGN DEFINITIONS & ILLUSTRATIONS**

**Billboard** – A billboard is an off-premise sign owned by a person, corporation, or other entity that engages in the business of selling or leasing the advertising space of that sign.

**Monument Sign** – A monument sign is a freestanding sign supported by a sign structure secured in the ground by a permanent foundation or support with the sign generally sitting directly on the structure in order to provide a low level sign. Generally, the sign will not exceed seven (7) feet in height from the base or foundation. No sign base or foundation shall exceed twenty-four (24) inches in height above ground.

**Political Sign** - A sign urging the election or defeat of a candidate seeking political office or urging the election or defeat of any ballot measure.

**Snipe Sign** - A sign that is tacked, nailed, posted, pasted, or otherwise attached to poles, stakes, fences, or other objects.

**Temporary Sign** - A sign that advertises a situation or event that is designed or intended to occur in a relatively short period of time.

**Trailer or Portable Sign** - A sign or sign structure attached to or composed of a trailer frame or chassis or skid or skid frame or body.

**Attached Sign** – An attached sign is any sign that is physically connected to and derives structural support from a building or building appurtenance.

**Detached (On-Premise) Sign**- An on-premise detached sign is a freestanding sign supported by a sign structure secured in the ground by a permanent foundation or support and which identifies a business, person, firm, activity, goal, product or service located or available on the premises where the sign is located. The sign can be on a pole or other structure and the height determined by the height restrictions of the particular zoning district in which the sign is located.

**Changeable Message Sign** - A changeable message sign is a sign on which the copy, message or sign panels may be changed either electronically or manually in the field through the removal, replacement, or rearrangement of letters, symbols, blocks or panels designed for attachment to said sign.

**Non-Conforming Sign** - A non-conforming sign is any sign structure or sign which was lawfully erected and maintained prior to the adoption of this code or any amendments thereto and which fails to conform to all applicable regulations and restrictions of this code, or a non-conforming sign for which a special permit has been issued.



ATTACHED SIGN



TRAILER / PORTABLE SIGN



DETACHED SIGN w/ CHANGEABLE MESSAGE SIGN



MONUMENT SIGN

DIRECTIONAL SIGN



TEMPORARY SIGN

## ATTACHMENT "C"

### **Suggested Criteria for Consideration of a Variance Request or Appeal to the Board of Adjustments.**

- a. Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience, if a strict letter of regulations were not carried out.
- b. The conditions upon which the petition for a variation is based are unique to the property for which the variance is sought and are not applicable, generally, to other property within the same zoning classification.
- c. The alleged difficulty or hardship is caused by the Ordinance and has not been created by any person presently having an interest in the property.
- d. The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located.
- e. The proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property value within the neighborhood.
- f. The variation will not serve as a precedent, which, in effect, will rewrite a provision of this ordinance.

## Attachment "D" - Table of Required Parking Spaces

### (1) Commercial/retail uses:

a. Adult uses	0.3/seat plus 3.3/1,000 sq. ft. GFA
b. Appliance and equipment repair	5.0/1,000 sq. ft. GFA
c. Bank:	
Walk-in and Drive-in	4.0/1,000 sq. ft. GFA, plus queuing spaces per DPW standards
d. Bar, lounge, bottle club	10/1,000 sq. ft. GFA
e. Blood donor center	2.0 minimum plus 1.0/employee
f. Carwash	0.8/employee
g. Catering shop	1.0/employee plus, 0.5/delivery vehicle plus, 2.0/1,000 sq. ft. GVA
g. Dance studio	3.5/1,000 sq. ft. GVA
h. Dry-cleaning plant	1.0/employee on largest shift plus 0.5/vehicle operated by business, plus 2.0/1,000 sq. ft. GFA
i. Home occupation	2.0/dwelling unit
j. Kennel	1.0/employee, plus 0.1/each animal holding area
k. Marina	2.0/slip or berth
l. Marina sales and repair	1.0/employee, plus 2.0/1,000 sq. ft. GFA
m. Personal services	8.0/1,000 sq. ft. GFA
n. Pharmacy	3.0/1,000 sq. ft. GFA
o. Printing	1.0/employee on largest shift
p. Radio/TV studio	1.0/employee on largest shift
q. Recreation, commercial and private	5.0/1,000 sq. ft. GFA
r. Retail:	
Department store (freestanding)	3.0/1,000 sq. ft. GFA
Furniture	1.0/1,000 sq. ft. GFA
Grocery	4.0/1,000 sq. ft. GFA
Regional mall	4.0/1,000 sq. ft. GFA
Specialty shops	1.1/1,000 sq. ft. GFA
Strip shopping center	4.0/1,000 sq. ft. GFA
All other retail	4.0/1,000 sq. ft. GFA
s. Restaurant	
Walk-in, Drive-in	0.25/per person, according to the maximum capacity as determined by the City of Tampa Building/Life Safety Code
t. Service station	5.0/1,000 sq. ft. GFA

- u. Temporary help agency 2.0 minimum, plus 1.0/employee
- v. Theatre 0.3/seat
- w. Vehicle repair 2.0/repair bay, plus 1.0/employee
- x. Vehicle sales and leasing 2.0/1,000 sq. ft. GFA

**(2) Industrial/warehouse uses:**

- a. Junkyard/landfill 1.0/employee
- b. Maintenance or storage facility 1.0/employee on largest shift
- c. Manufacturing, light and heavy 0.6/employee on largest shift
- d. Radio/TV, transmitter site, utility transmission site 1.0/employee on largest shift
- e. Research activity 1.4/employee
- f. Transportation service facility 7.0/1,000 sq. ft. of waiting area plus 0.45/employee
- g. Warehouse and wholesale trade 0.6/employee on largest shift
- h. Warehouse, mini 1.0/employee on largest shift, plus 1.0/each 20 storage units
- i. Vermin control 2.0/1,000 sq. ft. GFA, plus 0.33/employee on largest shift
- j. Material recovery facility 1/1,000 sq. ft. GFA, plus 1/each vehicle operated by the facility

**(3) Interment uses:**

- a. Cemetery 1.0/employee
- b. Funeral parlor or crematorium 0.25/seat of chapel capacity, plus 0.33/employee

**(4) Medical uses:**

- a. Clinic 7.0/1,000 sq. ft. GFA
- b. Hospitals and associated uses 1.2/bed
- c. Nursing, convalescent and extended care facilities 0.35/bed

**5) Office uses:**

- a. Business and professional 3.3/1,000 sq. ft. GFA
- b. Medical, dental, eye, veterinary and other health-related uses 5.0/1,000 sq. ft. GFA
- c. Research activity 1.4/employee

**(6) Public or nonprofit uses:**

- a. Airports, heliports, helistops:



- |                             |   |
|-----------------------------|---|
| 1. Local                    | 1.0/aircraft tie down, plus 1.0/aircraft storage, plus<br>1.0/aircraft maintenance area |
| 2. International            | as determined by site specific study  |
| b. Church                   | 0.3/seat  |
| c. Club                     | 3.3/1,000 sq. ft. GFA   |
| d. Place of assembly        | 0.3/seat  |
| e. Public cultural facility | 2.0/1,000 sq. ft. GFA   |
| f. Public service facility  | 1.0/employee  |
| g. Public use facility      | 3.3/1,000 sq. ft. GFA   |
| h. Temporary special events | DPW standards   |

**(7) Residential uses:**

- |  |  |
|--|--|
| a. Bed and breakfast   | 1.25/lodging unit  |
| b. Congregate living facility (all except large group care facility)             | 2.0/dwelling unit  |
| c. Fraternity, sorority  | 3.0/1,000 sq. ft. GFA  |
| d. Hotels, motels and rooming houses   | 1.0/room, plus 0.5/ employee   |
| e. Larger group  | 1.0/employee on care facility largest shift, plus<br>0.17/tenant                 |
| f. Multiple-family dwelling  | 1.5/1--2 bedrooms, 2.0 for 3 or more bedrooms,<br>.0/Efficiency                  |
| g. Professional, residential facility:   |  |
| 1. Recovery home   | 1.0/employee on largest shift  |
| 2. Residential treatment facility  | 1.0/employee on largest shift, plus 1.0/each vehicle<br>operated by the facility |
| 3 Life Care Treatment Facility   | 1.0/employee on largest shift, plus 0.17/tenant                                  |
| h. Single- or two-family dwelling and private pleasure craft used as a residence | 2.0/dwelling unit  |

**(8) School uses:**

- |   |   |
|---|---|
| a. Colleges                             | 0.5/student   |
| b. Day care and nursery facilities      | 1.0/employee, plus 1.0/each vehicle operated by the<br>facility, plus parking and/or loading to DPW standards |
| c. Elementary/junior/high school        | 1.6/classroom   |
| d. Senior high                          | .19/student   |
| e. Business, trade or vocational school | .5/student, plus 1.0/staff member   |

## Attachment E - Subdivision Regulation Definitions

### SECTION 27:51 WORDS AND PHRASES DEFINED (DRAFT)

#### General Definitions

**Abandonment** - To cease or discontinue a use or activity without obvious intent to resume, but excluding temporary or short term interruptions to a use or activity during periods of remodeling, maintaining, or otherwise improving or rearranging a facility, or during normal periods of vacation or seasonal closure. The date of disconnection of any permanent utilities shall be sufficient to commence the period of abandonment and be interpreted as intent to discontinue a use.

**Abutting** - To touch along a common border such as "adjoining" lots.

**Access Driveway** - see *Driveway*

**Acreage** - Those parcels of land twenty (20) or more acres created for sale, purchase, agreement to purchase, donate, or lease, as long as title to property does not change any division or subdivision of land either by description or by metes and bounds as defined herein shall constitute a subdivision of land but shall not be subject to development requirements contained herein.

**Adjoining** - See "abutting".

**Agent of Owner** - Any person showing written verification that he or she is acting for, and with the knowledge and consent of a property owner.

**Alley** - A strip of land dedicated for public use, located at the side or rear of lots providing secondary access to abutting property.

**Alteration, Structural** - Any change in the supporting members of a building or structure, such as bearing walls, columns, beams, or girders, or any substantial change to the roof or exterior walls; provided, however, that the application of any exterior siding to an existing building for the purpose of beautifying and modernizing shall not be considered a structural alteration.

**Applicant** - The record owner(s) of land proposed to be rezoned or subdivided or otherwise acted upon by the Parish or the owner's authorized representative with confirmed written consent of the owner.

**Area of Periodic Inundation** - All land areas that are determined to be greater than three (3) feet below the base flood elevation, or lands determined to be jurisdictional wetlands by the U.S. Army Corps of Engineers pursuant to the Clean Water Act.

**Block** - A tract of land bounded by streets or by a combination of streets and public land, railroad rights-of-way, waterways, or any other barrier to the continuity of development. For this definition, an alley is not considered a street but part of the block.

**Board** - The Zoning Board of Adjustments for St. John the Baptist Parish.

**Boulevard** - A double street or roadway separated by a median or neutral ground.

**Buffer zone** - A strip of land identified on a site plan and required by this ordinance to protect one type of land use from another land use that is incompatible.

**Buildable Area** - The area of a lot remaining to be used for the construction of a principal structure bounded by the minimum required front, rear and side yards, landscape, buffer, and open space areas, and excluding any servitudes or easements and any areas subject to periodic inundation as defined.

**Building** - Any structure designed or built or used for the support, enclosure, shelter, or protection of persons, animals, chattels, or property of any kind. The definition of the word "building" includes the word "structure", but any use of the term "building" shall not include the term "mobile building" unless specifically provided in the context of the discussion of the word "building."

**Building, Accessory** - A building, detached from the principal building, the use of which a) is clearly incidental to and customarily found in connection with a principal building or use; b) is subordinate to and serves a principal building or principal use; c) is subordinate in area, extent, or purpose to the principal building or principal use served; d) contributes to the comfort, convenience, or necessity of occupants, business, or industry in the principal building or principal use served; and, e) is located on the same lot as the principal building or use served.

**Building, Main or Principal** - A non-accessory building in which the primary use of the site is conducted. In residential districts, a dwelling shall be deemed to be the principal building.

**Building Inspector** - The chief building inspector and his/her designees responsible for the administration and enforcement of the adopted Parish codes.

**Building Setback Line** - That line which is the required minimum distance from the lot line at the street right-of-way line or any other lot line that establishes the buildable area within which the principal structure must be erected or placed

**Central Sewerage System** - A Parish operated sewer system, including collection and treatment facilities, with the capability to serve outlying areas.

**Central Water System** - A Parish operated distribution system for potable water, including storage and distribution facilities, with the capability to serve outlying areas.

**Classification of Streets** - Ranking the street network by type of service, including local, collector, and arterial streets (see specific definitions under each heading).

**Clerk of Court** - The St. John the Baptist Parish Clerk of Court.

**Commission** - The Planning and Zoning Commission of St. John the Baptist Parish, Louisiana.

**Comprehensive Land Use Plan** - The text, maps, charts, and other descriptive material that is part of a comprehensive plan for the Parish, including the master streets plan and future land use plan and any subsequent supplemental plans adopted by the Planning and Zoning Commission as part of a comprehensive land use plan.

**Contiguous** - See Abutting

**Corner Lot** - See Lot, Corner

**Council** - The Parish Council of St. John the Baptist Parish.

**Curb Cut** - An interruption or break in the line of a street curb in order to connect a driveway to a street, or otherwise provide vehicular access to abutting property.

**Curb Level** - The level of the established curb in front of the building measured at the center of such front. Where no curb has been established, the Parish Engineer shall authorize and approve the establishment of such curb level or its equivalent for the purpose of this Chapter.

**Developed Lot** - Any lot or parcel of land upon which a structure as defined herein has been constructed whether or not such structure is presently habitable or in use; any lot or parcel of land which serves as a yard for such a structure; or, any lot or parcel of land which has been wholly or partially cleared of its naturally growing vegetation or which is the subject of a building or clearing permit issued by the Parish of St. John the Baptist.

**Developer** - The legal or beneficial owner or owners of a parcel of land including the holder of an option or contract to purchase or other persons having enforceable proprietary interests in such land with the intent of preparing the land for or achieving the result of the development of said parcel of land.

**Development** - Any man-made change to improved or unimproved land including but not limited to the construction of buildings or other structures or the mining, dredging, filling, grading, paving, excavation of or performance of drilling operations on the land.

**Development Site** - A contiguous tract or parcel of land, subdivided lot or contiguous lots or parts thereof in the same or multiple ownership intended and suitable for development which is treated as one cohesive development site devoted to a unity of use in a permitting, subdivision or plan review procedure. A site shall not extend across a public street or right-of-way except in the case of a subdivision application in which the development site includes all the land within the boundaries of the proposed subdivision plat and may also include proposed roadways.

**Double Frontage Lots** - A lot other than a corner lot having frontage on more than one street.

**Driveway** - That space specifically designated and reserved on a site for the movement of vehicles from one site to another, or from a site to a public street.

**Dwelling Unit** - One or more rooms physically arranged so as to create an independent housekeeping establishment for occupancy by one family with sleeping facilities, a separate toilet, and a single facility for cooking for the exclusive use of the occupying family.

**Easement** - See "Servitude"

**Engineer** - A professional engineer registered in the State of Louisiana, or a professional engineer in the employ of a state or federal agency acting in the area of his or her registered specialty or area of expertise.

**Expressway** - A divided arterial highway for through traffic with full or partial control of access and generally with grade separation at major intersections.

**Family** - One or more persons related by blood or marriage, a group of not more than six (6) persons living together by joint agreement, or a group home for handicapped occupying a premise and living as a single housekeeping unit with a single culinary facility, on a non-profit cost-sharing basis.

**Family Plot** - Property owned by a single family for a minimum of ten (10) years. The development of this property shall be for the exclusive development and use by immediate family members and shall not exceed fifteen (15) parcels with a minimum size of five thousand (5,000) square feet. The parcels can be developed without public street frontage but serviced by an access driveway. No Parish services will be provided to residences of a family plot in the way of streets or maintenance, water, lighting or sewer services.

**Fence** - Any artificially constructed barrier of any material or combination of materials erected to enclose or screen areas of land.

**Final Plat** - A subdivision plat proposed in accordance with the provisions herein in which said plat is designed to be placed on record with the Clerk of Court after approval by the Planning Commission and acceptance of the improvements by appropriate responsible agencies and the St. John the Baptist Parish Council.

**Finish Floor Elevation** - The elevation, based on Mean Sea Level (MSL), of the surface of the lowest floor of a structure.

**Frontage** - That portion of a lot abutting on a street right-of-way measured along the property line of the public right-of-way and the private property.

**Future Land Use Plan** - A land use plan adopted by the Planning and Zoning Commission which illustrates the community's goals for future land use and which is intended to serve as the basis for the creation of zoning districts.

**Grades, Finished** - The completed surfaces of lawns, walks, roads and slabs on official plans or designs relating hereto.

**Green Area** - Land shown on a development plan, site plan, master plan or official map for preservation, recreation, landscaping or park area.

**Greenbelt** - An area of land between the property line and any adjacent street right of way that is intended to remain unpaved in order to provide a visual border and to limit the access of a lot or parcel to designated driveway area.

**Gross Leaseable Area** - The total floor area designed for tenant occupancy and exclusive use, including basements, mezzanines, and upper floors, if any, expressed in square feet and measured from the center line of joint partitions and from outside wall faces.

**Gross Site Area** - An area defined as the total site area including required yard setbacks, easements, floodplains, waterways, ponds, and any other area set aside for preservation.

**Highway** - A main arterial street providing a traffic way for traffic passing through the area

**Highway, Limited Access** - A main arterial street providing a traffic way for traffic passing through the area in respect to which owners or occupants of abutting property have no legal right to direct access to or from the same, except at such points and in such a manner as may be determined by the public authority with jurisdiction over the roadway.

**Land Surveyor** - A person licensed by the state as a land surveyor and is qualified to make accurate field measurements and mark, describe and define land boundaries.

**Land Use Plan** - A plan showing the existing and/or proposed location, extent and intensity (density) of development of land to be used in the future for varying types of residential, commercial, industrial, agricultural, recreational, and other public and private purposes or combination of purposes.

**Lease** - A contract by which one party gives to another the enjoyment of a thing for a fixed or determinable term at a fixed or determinable price.

**Lot** - A portion of a tract or other parcel of land, containing three (3) acres or less intended as a single building site for transfer of ownership or for development, including the development of one ownership with two (2) or more buildings for separate occupancy. Every lot must front upon a public street for the minimum distance herein required by these regulations

**Lot, Buildable** - One contiguous piece of land that meets all of the provisions and regulations, ordinances and codes of St. John the Baptist Parish for building.

**Lot Area** - The net horizontal area within bounding lot lines including any portion of a flag (panhandle) lot providing access to a street, excluding any street right of way.

**Lot, Corner** - A lot or parcel of land abutting upon two (2) or more streets at their intersection, or upon two parts of the same street forming an interior angle of less than 135 degrees.

**Lot, Coverage** - The area of a lot covered by buildings or roofed areas, but excluding incidental projecting eaves, balconies, and similar features and excluding ground level, landscaping, and open recreational facilities.

**Lot Depth** - The distance measured from the front lot line to the rear lot line. For lots where the front and rear lot lines are not parallel, the lot depth should be measured by drawing lines from the front to rear lot lines, at right angles to the front lot line, every ten (10) feet and averaging the mean length of these lines.

**Lot, Flag** - A lot having access to a street by means of a private driveway, access easement, or

parcel of land not meeting the requirements of this Land Use Regulations ordinance for lot width, but having a dimension of at least fifteen (15) feet at its narrowest point.

**Lot Improvements** - Any building, structure, paving, grading, connection to utilities or other development of the land constituting physical or economic betterment of real property.

**Lot, Interior** - A lot abutting adjacent lots on at least two sides and other than a corner lot.

**Lot Line** - A line or series of connected line segments bounding a lot as herein defined.

**Lot Line, Front** - On an interior lot, the lot line abutting the street. On a corner lot, the shorter lot line abutting a street or the line designated as the front lot line by subdivision or parcel map. On a through lot, the lot line abutting the street providing the primary access to the lot. On a flag (panhandle) lot, the interior lot line designated as a front lot line by a subdivision or parcel map, or the line determined by the Building Inspector to be the front lot line.

**Lot Line, Interior** - A lot line not abutting a street right-of-way and common between two or more lots.

**Lot Line, Rear** - The lot line opposite and most distant from the front lot line. In the case of a triangular or irregularly shaped lot, a line ten (10) feet long lying entirely within the lot, parallel to and at a maximum distance from the front lot line.

**Lot Line, Side** - A lot line intersecting the front lot line and extending there from a minimum distance within the lot of seventy-five (75) feet.

**Lot Line, Zero** - A common lot line on which a wall of a structure may be constructed.

**Lot of Record** - A lot that is a part of an approved subdivision, the plat or surveys which has been recorded in the office of the Parish Clerk of Court.

**Lot, Reverse Corner** - A corner lot, having a side lot line that is substantially a continuation of the front line of a lot to its rear.

**Lot Width** - The horizontal distance between the side lines of a lot measured at right angles to the depth along a straight line parallel to the front lot line at the minimum required front setback line.

**Minimum Building Setback Line** - A line parallel to the front, sides and rear lot lines in accordance with the provisions of the St. John the Baptist Parish Zoning Ordinance.

**Natural Waterbody** - An ocean, lake, lagoon, river, stream, or bayou shown on the current USGS quadrangle map, or on a recorded survey or map.

**Natural Water Course** - A river, stream, or bayou shown on the current USGS quadrangle map or survey or map recorded with the Parish Clerk of Court in which water flows in a definite direction, either continuously or intermittently, having a definite channel and including its floodplains.

***Non-Conforming Use*** - A use of any land, building, or structure which does not conform with currently applicable use regulations for the district in which it is located, but which complied with use regulations in effect at the time the use was established.

***Non-Residential Subdivision*** - A subdivision whose intended and permitted use is other than residential, for example, commercial, industrial, or institutional.

***Official Zoning Map*** - A map legally adopted by the Parish Council, including computer generated or stored maps, that conclusively shows the location of the official zoning districts in the Parish.

***Off-site*** - Beyond the boundaries of the site which is the subject of a specific plan of development or subdivision plat.

***Off-Street Parking Facility*** - An area on a lot or site or within a building, or both, which is elevated or below grade including one or more parking spaces together with driveways, aisles, turning and maneuvering areas, clearances, and similar features, and meeting the requirements established by these regulations. The term "parking facility" shall also include accessory parking lots, parking garages, and parking structures, elevated parking structures, and parking structures for accessory parking or parking spaces exceeding the requirements of these regulations.

***Open Space*** - An area that is intended to provide light and air, and is designed for either environmental, scenic, or recreational purposes. Open space may include, but is not limited to, lawns, decorative planting, walkways, active and passive recreation areas, playgrounds, fountains, swimming pools, wooded areas, and watercourses.

***Ordinance*** - A law or regulation adopted by the Parish Council.

***Parcel*** - Parcel shall include lots, family lots, tracts, large tracts, and acreage as defined herein.

***Parking Area*** - Any public or private land area not a part of a street right-of-way that is used for temporary parking of automobiles and other vehicles, including driveways and access ways. Also referred to as a vehicular use area.

***Parking Lot*** - An area within a building, or on a lot or site, or both, which is not elevated and which includes one or more parking spaces together with driveways, aisles, turning and maneuvering areas, clearances and similar features and meets the requirements of these regulations.

***Parking Space*** - An impervious surface area accessible to vehicles and of sufficient size to meet the minimum requirements of these regulations. An area on a lot and/or within a building intended for the use of temporary parking of a personal vehicle. This term is used interchangeably with parking stall. Each parking space must have a means of access to a public street. Tandem parking stalls in single-family detached, single-family attached, and town home residential uses shall be considered to have a means of access to a public street.

***Parking, Remote*** - Off-street parking at another location not on the development site for which its use is intended.

***Parkway*** - A public route intended to be used primarily by passenger vehicles that may have



varying width or right-of-way and which right-of-way is or is intended to be developed with a park-like character.

**Performance Standards** - A list of criteria to establish control of noise, odor, smoke, toxic or noxious matter, vibration, heat, glare, or explosive potential generated by or inherent in the use of land or buildings.

**Permit** - A written authorization to commence an activity allowed by Parish codes on a form approved by the appropriate Parish administrator, and signed by the person or persons having the jurisdiction over the approval or denial of the authorized activity.

**Plan, Site** - A plan view or bird's eye view of site drawn to scale, dimensioned and providing all of the information required to fully describe the proposed construction showing the boundaries of the site and all of the buildings, structures, and principal site development features, including parking, access, landscaping and screening, and the use(s) proposed.

**Plat** - A survey of a tract of land showing the boundaries, dimensions, and location of individual lots and streets, survey monuments, topographic data, easements, servitudes, rights-of-way, existing structures, proposed utilities, and significant natural features. For purposes of these regulations, the term plat is not to be construed as a site plan.

**President** - The President of St. John the Baptist Parish.

**Property Owner** - An individual, firm, association, syndicate, partnership, or corporation having sufficient proprietary interest to seek development of land.

**Public Improvements** - Any capital improvement such as streets, public utilities, drainage ditches or structures, sidewalks, bicycle paths, landscaping, or open space whether within publicly owned property or in a dedicated or prescribed servitude or right-of-way on privately owned land, dedicated or intended to be dedicated to the public, which the Parish currently maintains or will maintain after construction is satisfactorily completed and accepted by the Council.

**Public Land Use** - A use of the land by a public not-for-profit entity.

**Record Drawings** - Construction drawings that have been noted or amended to show all changes made during the construction process. (Sometimes referred to as "as-built-drawings")

**Reservation** - A legal obligation to keep property free from development for a stated period of time, but not involving any transfer of property rights.

**Resubdivision / Subdivision** - The division of a lot, tract or parcel of land, regardless of size into two (2) or more lots, plots, parcels or building sites for any purpose: sale, retention, donation or of building development, either immediate or future.

**Right-of-way, Public** - A strip of land dedicated for public use, title to which shall rest in the public for the purpose stated in the dedication..

**Same or Common Ownership** - Ownership by the same individual, corporate entity or legally

recognized association, ownership by more than one corporate entity in which a principal has an interest.

**Screening** - A method of visually shielding or obscuring a land use by fencing, walls, berms or densely planted vegetation.

**Servitude** - A strip of ground reserved for public utilities, drainage, and other public purposes, the title of which shall remain in the possession of the property owner, subject to the right of use designated in the reservation of the servitude; or a strip of ground designated or intended to be used for access to subdivided property.

**Special Flood Hazard Area** - The land in the floodplain within a community subject to a one (1) percent or greater chance of flooding in any given year. The area may be designated as Zone A on the flood hazard boundary map (FHBM). After detailed rate making has been completed in preparation for publication of the FIRM Zone A is usually refined into Zone A, AE, AH, AO, A1-99, VO, V1-30, VE or V.

**Specifications** - A written statement containing a description or enumeration of particulars, as of the terms of a contract or details of construction or land development criteria not shown in architects or engineers drawings but essential to the communication of the architect or engineers intentions for the work.

**Street** - A right-of-way dedicated to public use that provides vehicular and pedestrian access to adjacent properties.

**Street, Boulevard** - A street that is divided by a median or neutral ground.

**Street, Collector** - Streets that provide access to abutting property and also serve to connect local streets with major arterial streets.

**Streets, Commercial or Industrial** - Collector or arterial streets that serve commercial or industrial development.

**Streets, Cul-de-sac** - A local street with only one outlet and having an appropriate termination based on adopted development standards for the safe reversal of traffic movement.

**Street, Dead-End** - A street having an outlet at only one end and terminated at the other end by undeveloped property. It may or may not have facilities permitting vehicles to turn around.

**Street, Local** - A street intended to provide access to abutting properties and connecting to collector or major arterial streets.

**Street, Major Arterial** - A street which serves or is intended to serve as a major traffic way.

**Street, Private** - A private vehicular access way not owned and maintained by a public agency that affords the principal means of access to individual occupants or a residential, community, or other development.

**Street, Public** - A public thoroughfare that affords a primary means of vehicular access to abutting

property, and including all land within the right-of-way thereof. The word "street" shall include the words, avenue, road, highway, and thoroughfare, or any other similar terms and include all land within the right-of-way of the street.

**Street, Service** - An auxiliary street located parallel to a limited access highway for service to abutting properties and adjacent areas to control access and protect adjacent property from the impact of through traffic.

**Street, Standard** - A street without a median or neutral ground.

**Structure** - A combination of materials forming a construction which requires a permanent foundation on the ground and includes, among other things, buildings, stadiums, platforms, radio towers, sheds, storage bins, fences, freestanding signs, air-conditioning compressors, satellite receiving stations, and antennas.

**Subdivision** - Any land, vacant or improved, which is divided or proposed to be divided into two (2) or more lots, parcels, sites, units, or plots for the purpose whether immediate or future of offer, sale, lease, or development, either on the installment plan or upon any and all other plans, terms and conditions, including resubdivision. Subdivision includes the division or development of residential and non-residential zoned land, whether by deed, metes and bounds description, devise, intestacy, lease, map, plat or other recorded instrument. For the purpose of these Regulations, subdivision includes the dedication, vacation or reservation of any public or private road, highway, street, alley, servitude or easement through a tract of land regardless of the area involved. The word subdivision includes resubdivisions and, when appropriate to the context, relates to the process of subdividing or to the land or territory subdivided.

**Surveyor** - A person qualified to accurately draft surveys and subdivision plats and is properly licensed and registered in the State of Louisiana.

**Tract** - Those parcels of three (3) or more but less than ten (10) acres created for sale, purchase, lease or donation any lot or division of land either by lot description or by metes and bounds as defined above shall constitute a subdivision of land, subject to development requirements contained in this ordinance and the Parish Subdivision Regulations.

**Tracts, Large** - Those parcels of land containing ten (10) or more acres but less than twenty (20) acres to sell or agreement to purchase, lease or donate any division or subdivision of land either by lot description or by metes and bounds as defined in the Parish Subdivision Regulations shall constitute a subdivision of land, subject to any applicable requirements of the Parish.

**Utility, Public or Private** - Any agency which, under public franchise or ownership, or under certificate of convenience and necessity, provides the public with electricity, gas, heat, steam, communication, rail transportation, water, sewerage collection, storm water, drainage or other similar service.

**Utility Board** - Water, Sewer and Drainage Board for St. John the Baptist Parish.

**Variance** - A dispensation permitted on individual parcels of property as a method of alleviating

unnecessary hardship by allowing a reasonable use of the building, structure, or property, which, because of unusual or unique circumstances, is denied by the terms of the Zoning Ordinance. A variance can be granted only under the procedure and provisions described in this Ordinance.

**Wetlands** - An area that is inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and that, under normal circumstances, does support, a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic vegetation, or an area determined by the U.S. Army Corps of Engineers or any other wetlands jurisdictional agency to be a wetlands.

**Yard** - A required open space on a lot adjoining a lot line unobstructed by a principle structure from the ground upward, except for accessory buildings, swimming pools, parking, and such uses as otherwise provided by these regulations.

**Yard, Front** - An open space extending across the front of the lot between the side lot lines, and being the required minimum horizontal distance between the street and the nearest part of the principal building, including covered or uncovered porches. On corner lots, the front yard shall be provided facing the street upon which the lot has its lesser dimensions. In the case of a double frontage lot or through lot, the setback on the second frontage shall be consistent with the setbacks required on lots fronting on the same street as the second frontage.

**Yard, Perimeter** - The required open space between the perimeter property lines of a multi-family development site, including common open space and having or not having sublots for units within the development, and the wall of the structure or structures nearest to perimeter property lines.

**Yard, Rear** - A required open space extending across the rear of a lot between the side lot lines, and being the required minimum horizontal distance between the rear lot line and the nearest part of the principal building, including covered porches or raised decks exceeding three (3) feet in height from grade, but excluding any area located within the street side yard of a corner lot. On both corner lots and interior lots, the rear yard shall in all cases be at the opposite end of the lot from the front yard.

**Yard, Side** - A required yard extending the depth of a lot from the front yard to the rear yard between the side lot line and the side setback line. In the case of a corner lot, the street side yard shall extend from the front yard to the rear lot line.

**Zero Lot Line** - The location of a building on a lot in such a manner that one or more of the building's sides rest directly on a lot line.

**Zone** - An established area within St. John the Baptist Parish for which the provisions of this Chapter are applicable. (Synonymous with the word "District".)

**Zoning Administrator** - The person appointed or designated by the Parish Council responsible for carrying out the provisions and enforcement of the Zoning Ordinance.

# Exhibit CC



STATE OF LOUISIANA  
PARISH OF ST. JOHN THE BAPTIST

STATE OF CALIFORNIA  
COUNTY OF SAN FRANCISCO

File No.: 21-0312

### ACT OF CASH SALE

BE IT KNOWN, that, before me, the undersigned, Notary Public, duly commissioned and qualified, and in the presence of the undersigned witnesses, personally came and appeared:

**DONALDTEC, LLC**, whose Tax Identification number is XX-XXX3711, a Louisiana Limited Liability Company, whose mailing address is 5423 Hwy 44, Gonzales, LA 70737, represented herein by Donald Robert, duly authorized to act for the company as is evidenced by the Certificates of Authority attached hereto; and

**GAYLETEC, LLC**, whose Tax Identification number is XX-XXX3659, a Louisiana Limited Liability Company, whose mailing address is 5423 Hwy 44, Gonzales, LA 70737, represented herein by Donald Robert, duly authorized to act for the company as is evidenced by the Certificates of Authority attached hereto; and

**HARRY ROBERT FAMILY, LLC**, whose Tax Identification number is XX-XXX3583, a Louisiana Limited Liability Company, whose mailing address is 721 N. Burnside Ave. Suite A, Gonzales, LA 70737, represented herein by Donald Robert, duly authorized to act for the company as is evidenced by the Certificates of Authority attached hereto; and

**ROLANDTEC, LLC**, whose Tax Identification number is XX-XXX3762, a Louisiana Limited Liability Company, whose mailing address is 5423 Hwy 44, Gonzales, LA 70737, represented herein by Donald Robert, duly authorized to act for the company as is evidenced by the Certificates of Authority attached hereto; and

**STEPHENTEC, LLC**, whose Tax Identification number is XX-XXX8924, a Louisiana Limited Liability Company, whose mailing address is 5423 Hwy 44, Gonzales, LA 70737, represented herein by Donald Robert, duly authorized to act for the company as is evidenced by the Certificates of Authority attached hereto; and

**A. & T. ROBERT ENTERPRISES, LLC**, whose Tax Identification number is XX-XXX7858, a Louisiana Limited Liability Company, whose mailing address is 5405 Highway 44, Gonzales, LA 70737, represented herein by Donald Robert, duly authorized to act for the company as is evidenced by the Certificates of Authority attached hereto; and

**ROBERT BROTHERS FARM, LLC** whose Tax Identification number is XX-XXX5557, a Louisiana Limited Liability Company, whose mailing address is 5423 Hwy 44, Gonzales, LA 70737, represented herein by Donald Robert, Manager, duly authorized to act for the company as is evidenced by the Certificate of Authority attached hereto; and

Hereafter collectively referred to as "SELLERS";

AND

**GREENFIELD LOUISIANA, LLC**, a Delaware limited liability company ("Mortgagor") (TIN xx-xxx4329), authorized and doing business in Louisiana, whose current mailing address is 210 University Boulevard, Suite 200, Denver, Colorado 80206, represented herein by The Foundry at Engine No. 1 LLC, a Delaware limited liability company, its sole Manager ("GFL Manager"), represented herein by Jennifer Grancio, the Chief Executive Officer of the GFL Manager, duly authorized pursuant to a Certification, Authorization and Agreement by Christopher M. James, the Managing Member of Engine No. 1 GP LLC, a Delaware limited liability company, and the Sole General Partner of Engine No. 1 LP, a Delaware limited partnership, and the Sole Member of Engine No. 1 LLC, a Delaware limited liability company, and the Sole Managing Manager of GFL Manager, a copy of which of which is annexed hereto, the original being annexed to the Multiple Indebtedness Mortgage by purchaser in favor of Regions Bank executed this same day,

hereafter referred to as "PURCHASER";

Seller does by these presents sell, convey, transfer, assign, and deliver with full warranty of title and with full substitution and subrogation in and to all the rights and actions of warranty which Seller has or may have against all preceding owners and vendors, unto Purchaser, here present accepting, and purchasing for itself, its successors and assigns, and acknowledging due delivery and possession thereof, all and singular the property located in the State of Louisiana, Parish of St. John the Baptist, described on **Exhibit "A"** attached hereto and made a part hereof, together with all improvements and fixtures located thereon and any rights, privileges and appurtenances pertaining thereto, including, without limitation, batture, alluvion, dereliction, riparian rights, strips or gores, sidewalks, alleys, easements, servitudes, tenements, hereditaments, privileges, rights-of-way, mineral rights, air and/or development rights, utility capacity and water rights appertaining thereto, and in and to any land lying

in the bed of any highway, street, road or avenue, open or proposed adjoining said premises, to the center line thereof, and to any award made or to be made in lieu thereof and in and to any unpaid award for damage to said premises by reason of change of grade of any street, and in and to the banks, beds and bottoms of any water bodies adjoining said premises (collectively the "Property").

For the consideration recited herein (for no additional consideration), to the extent assignable without the payment of any fee or the incurrance of any obligation, or the execution of any documents (other than this Act of Cash Sale), Seller does by these presents sell, assign, transfer, convey, abandon and deliver unto Purchaser all of Seller's rights, titles and interests in and to the following described rights and claims, with full substitution and subrogation in and to all the rights and actions of warranty which Seller has or may have against all preceding owners and vendors, to-wit: (i) any licenses, franchises, certificates, occupancy and use certificates, permits, authorizations, consents, variances, waivers, approvals and the like from any federal, state, county, municipal or other governmental or quasi-governmental body, agency, department, board, commission, bureau or other entity or instrumentality affecting the ownership, operation or maintenance of the Property, (ii) any rights or causes of action under any leases of the Property or as owner of the Property against any tenant or occupant of the Property, (iii) any rights against any lessee or sub-lessee, or any other person, holding any mineral rights in, on or under the Property to compel any clean-up or remediation of the Property or to recover any damages to the Property or any damages for spoilage to any aquifer providing water to the Property as the result of the exploration, development, production or transportation any oil, gas or other minerals, and (iv) any personal rights of Seller as to any causes of action, whether in tort, contract or other rights granted by law, as the owner of the Property against (x) any tenant of the Property, (y) any contractor who may have built any buildings or other improvements on the Property or (z) any other persons


To have and to hold the Property unto Purchaser, its successors and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of Forty Million and 00/100 (\$40,000,000.00) Dollars cash, all of which Purchaser has well and truly paid, in ready and current money to Seller who hereby acknowledges the receipt thereof and grants full acquittance and discharge therefor.

The Property is conveyed by Seller to Purchaser free and clear of all servitudes, restrictions, undisclosed leases, liens, privileges, mortgages or other encumbrances except the Permitted Exceptions set forth on **Exhibit "B"** attached hereto.

EXCEPT AS TO THE WARRANTY OF TITLE SELLER EXPRESSLY PROVIDED HEREIN, (I) THIS SALE IS WITHOUT ANY WARRANTY AS TO THE CONDITION OF THE PROPERTY; (II) THE SELLER AND THE PURCHASER HEREBY ACKNOWLEDGE AND RECOGNIZE THAT THE PROPERTY BEING SOLD AND PURCHASED IS BEING TRANSFERRED IN "**AS IS**" CONDITION AND FURTHER THE PURCHASER DOES HEREBY WAIVE, RELIEVE AND RELEASE THE SELLER FROM ANY CLAIMS OR CAUSES OF ACTION FOR REDHIBITION PURSUANT TO LOUISIANA CIVIL CODE ARTICLE 2520, ET SEQ. AND ARTICLE 2541, ET SEQ., OR FOR REDUCTION OF SALE PRICE PURSUANT TO LOUISIANA CIVIL CODE ARTICLE 2541, ET SEQ.; AND (III) THE PURCHASER ACKNOWLEDGES THAT THIS SALE IS MADE WITHOUT WARRANTY OF FITNESS FOR ORDINARY OR PARTICULAR USE PURSUANT TO LOUISIANA CIVIL CODE ARTICLE 2524, PURCHASER HEREBY ACKNOWLEDGES AND DECLARES RELIANCE SOLELY ON ITS OWN INSPECTION AND EVALUATION OF THE PROPERTY, AND NOT ON ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, FROM SELLER. ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING BUT NOT LIMITED TO THOSE RELATED TO THE CONDITION OF THE PROPERTY OR FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY SELLER AND ARE HEREBY EXPRESSLY WAIVED BY PURCHASER.

*Purchaser acknowledges the above paragraph was brought to his attention and explained to him. Initials:*

  
\_\_\_\_\_

**Restrictive Covenants:** Purchaser hereby agrees to restrictive covenants ("Restrictive Covenants") burdening all of the Property, prohibiting any convenience stores and fuel stations upon the Property, except convenience stores and fuel stations that purchase fuel from Roland J. Robert Distributors, Inc. The Restrictive covenants shall expire upon the earlier to occur of (i) the date that is the third (3rd) anniversary of the effective date of this Act of Cash sale and (ii) the effective date of a sale of the Property by Purchaser to a third-party purchaser.

Purchaser assumes the current Farming Lease Agreement by and among Seller, as lessor, and M. Hymel Sons, Inc., a Louisiana corporation, as lessee, dated as of March 30, 2010 pertaining to the Property (the "Farm Lease"). Purchaser agrees to honor the Farm Lease and shall pay the farmer any buy/out costs required under the lease.

NOTHING CONTAINED IN THIS ACT OF CASH SALE SHALL BE CONSTRUED TO CREATE ANY VENDOR'S LIEN, RESOLUTORY CONDITION OR RIGHT OF RESCISSION AND THE SELLER HEREBY WAIVES AND RELEASES ANY SUCH VENDOR'S LIEN, RESOLUTORY CONDITION

**OR RIGHT OF RESCISSION.**

The Seller further declares that there are no State, Parish or City taxes due or payable as of the date hereof on the Property. All ad valorem taxes payable on the Property have been prorated by the Seller and the Purchaser.

Taxes for the current year will be assumed by the Purchaser. The tax bill should be mailed to the Purchaser at is 210 University Boulevard, Suite 200, Denver, Colorado 80206. In accordance with La. R.S. 9:2721, notice is given that Purchaser is designated as the party to whom all property tax and assessment notices are to be mailed, said notices to be sent to the address shown above for said Purchaser. The Parties agree that the taxes were prorated based on the best information available at the time of the closing, any variances upon issue of the tax bill for the current year will be adjusted between the parties, and State Title, LLC and or its representatives are released from further accounting and liability thereof.

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This Act of Cash Sale may be executed in multiple counterparts, each of which shall be an original, and all of which shall together constitute one and the same instrument.

The production of Mortgage, Conveyance, and/or Tax certificated are hereby dispensed with by the consent of the parties here, and State Title, LLC is hereby released from any liability and responsibility in connection therewith.

All parties signing the within instrument have declared themselves to be of full legal capacity and have declared that the name, marital status, domicile and address of each is correct as set forth above.

All agreements and stipulations herein and all the obligations assumed herein shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties, and the Purchser, Purchaser's assigns shall have and hold the described property in full ownership forever.

In accordance with La. R.S. 37:1469 all parties to this contract or agreement are hereby notified, and all acknowledge, that there is a statewide database available to them listing those individuals required to register under La. R.S. 15:540 (certain sex offenders) and providing their locations and other information. The telephone number of this database is 1-800-858-0551 and its internet address is [www.lasocpr.lsp.org/socpr](http://www.lasocpr.lsp.org/socpr).

[Signature on following pages]



**CERTIFICATE OF AUTHORITY FOR  
ROBERT BROTHERS FARM, LLC**

The undersigned, being the sole Managers and Members of Robert Brothers Farm, LLC (the "Company") and acting in such capacity, hereby declare and certify that:

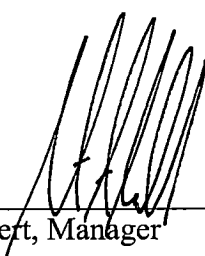
1. They have authority to certify the membership of any member, the authenticity of any records of the Company, or the authority of any person to act on behalf of the Company.
2. The Company entered into an Agreement to Buy and Sell dated July 14, 2020 with Greenfield Louisiana, LLC, ("Agreement to Buy and Sell") and Amendments thereto. The Agreement to Buy and Sell requires the Company to sell the following described property to Greenfield Louisiana, LLC:


The 1/6 interest in the Henry Burch (Sr.) estate property located on Louisiana State Highway 18, in Wallace, St. John the Baptist Parish Louisiana, Being the same property/interest acquired by Robert Brothers Farm, LLC. From Monica Ann Burch and Vickie Burch Beadle via act of cash sale dated March 6, 2017 before Frederick L. Bunol, Notary Public and recorded in the conveyance records for the Parish of St. John the Baptist Parish under instrument number 349508. (referred to herein as the "Property")

3. Donald C. Robert is a Manager of the Company and he is duly authorized by the Company to execute, on behalf of the Company, all documents that he deems appropriate in his sole-discretion to effectuate the sale of the Property to Greenfield Louisiana, LLC.


Signed this 8 day of July, 2021

**Managers:**

  
\_\_\_\_\_  
Adam S. Robert, Manager

  
\_\_\_\_\_  
Gayle P. Robert, Manager


**Members:**


**STEPHENTEC, LLC**  
  
By: \_\_\_\_\_  
Adam S. Robert, Sole Member and Manager

**GAYLETEC, LLC**  
  
By: \_\_\_\_\_  
Gayle P. Robert, Sole Member and Manager


  
\_\_\_\_\_  
Alvin J. Robert, Manager

  
\_\_\_\_\_  
Harry P. Robert, Manager

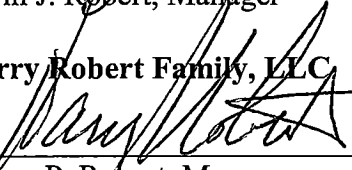
  
\_\_\_\_\_  
Roland J. Robert, Jr., Manager

  
\_\_\_\_\_  
Donald C. Robert, Manager


**A&T Robert Enterprises, LLC**

By:   
\_\_\_\_\_  
Alvin J. Robert, Manager

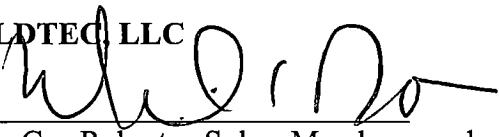
**Harry Robert Family, LLC**

By:   
\_\_\_\_\_  
Harry P. Robert, Manager

**ROLANDTEC, LLC**

By:   
\_\_\_\_\_  
Roland J. Robert, Jr., Sole Member and  
Manager

**DONALDTEC, LLC**

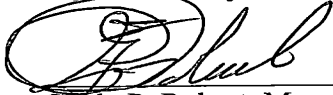
By:   
\_\_\_\_\_  
Donald C. Robert, Sole Member and  
Manager

**CERTIFICATE OF AUTHORITY FOR  
GAYLETEC, LLC**

The undersigned is the Manager and Member of **GAYLETEC, LLC** (the "Company") and acting in such capacity, hereby declares and certifies that:

1. The Company is managed by its Manager, **Gayle P. Robert**, who has authority to certify the membership of any member, the authenticity of any records of the limited liability company, or the authority of any person to act on behalf of the Company.
2. Through its management company, Robert Brothers Farm, LLC, the Company entered into an Agreement to Buy and Sell dated July 14, 2020 with Greenfield Louisiana, LLC, ("Agreement to Buy and Sell") and Amendments thereto. The subject of the Agreement to Buy and Sell is immovable property located in Sections 16, 17, 18, 19, 20, 21, 56, 57, 58, 59 & 60, T12S, R18E in the Parish of St. John the Baptist in the State of Louisiana as is more fully described on **Exhibit 1**, attached hereto, (the "Property").
3. The Company has determined that it is in its best interest to sell the Property to Greenfield Louisiana, LLC.
4. The undersigned further certifies that either of **Donald C. Robert** or **Gayle P. Robert** are independently authorized and directed to make any decisions, execute and deliver any documents, and undertake any actions on behalf of the Company that are required to effectuate the sale of the Property to Greenfield Louisiana, LLC, all upon such terms and conditions as either of them, in their sole discretion, deems in the best interest of the Company.

Signed this 8 day of July, 2021.



Gayle P. Robert, Manager and Member

## EXHIBIT 1

### PROPERTY DESCRIPTION

**1,362 ACRES OF LAND**, more or less, situated in Sections 16, 17, 18, 19, 20, 21, 56, 57, 58, 59 & 60 T12S-R18E, Southeastern Land District, West of the Mississippi, St. John the Baptist Parish, Louisiana, all as more particularly described as follows:

Tracts F-1-A (west of Hwy 18) ( $\pm 892.48$  acres), F-1-A-N ( $\pm 0.01$  acres), F-1-A-W ( $\pm 155.02$  acres), Tract F-1-A-RR ( $\pm 7.68$  acres), F-1-B ( $\pm 6.50$  acres), F-1-C ( $\pm 6.50$  acres), F-1-D ( $\pm 95.11$  acres), F-2 ( $\pm 177.34$  acres), Tract B-2 ( $\pm 0.66$  acres), Tract B-3 ( $\pm 0.71$  acres), Tract B-4 ( $\pm 16.92$  acres), Tract B-5 ( $\pm 3.04$  acres), and Tract B-6 ( $\pm 5.61$  acres).

Being a Portion of the same property acquired by Donadtec, LLC, Gayletec, LLC, Harrytec, LLC, Rolandtec, LLC, and Stephentec, LLC from Formosa Chemicals and Fibre Corporation, America on the 30<sup>th</sup> day of November, 2006, recorded in the conveyance records for the Parish of St. John the Baptist under instrument number 270981.

**CERTIFICATE OF AUTHORITY FOR  
ROLANDTEC, LLC**

The undersigned is the Member of **ROLANDTEC, LLC** (the "Company") and acting in such capacity, hereby declares and certifies that:

1. The Company is managed by its Member, **Roland J. Robert, Jr.**, who has authority to certify the membership of any member, the authenticity of any records of the limited liability company, or the authority of any person to act on behalf of the Company.
2. Through its management company, Robert Brothers Farm, LLC, the Company entered into an Agreement to Buy and Sell dated July 14, 2020 with Greenfield Louisiana, LLC, ("Agreement to Buy and Sell") and Amendments thereto. The subject of the Agreement to Buy and Sell is immovable property located in Sections 16, 17, 18, 19, 20, 21, 56, 57, 58, 59 & 60, T12S, R18E in the Parish of St. John the Baptist in the State of Louisiana as is more fully described on **Exhibit 1**, attached hereto, (the "Property").
3. The Company has determined that it is in its best interest to sell the Property to Greenfield Louisiana, LLC.
4. The undersigned further certifies that either of **Donald C. Robert** or **Roland J. Robert, Jr.** are independently authorized and directed to make any decisions, execute and deliver any documents, and undertake any actions on behalf of the Company that are required to effectuate the sale of the Property to Greenfield Louisiana, LLC, all upon such terms and conditions as either of them, in their sole discretion, deems in the best interest of the Company.

Signed this 8 day of July, 2021.



\_\_\_\_\_  
Roland J. Robert, Jr., Member

## EXHIBIT 1

### PROPERTY DESCRIPTION

**1,362 ACRES OF LAND**, more or less, situated in Sections 16, 17, 18, 19, 20, 21, 56, 57, 58, 59 & 60 T12S-R18E, Southeastern Land District, West of the Mississippi, St. John the Baptist Parish, Louisiana, all as more particularly described as follows:

Tracts F-1-A (west of Hwy 18) ( $\pm 892.48$  acres), F-1-A-N ( $\pm 0.01$  acres), F-1-A-W ( $\pm 155.02$  acres), Tract F-1-A-RR ( $\pm 7.68$  acres), F-1-B ( $\pm 6.50$  acres), F-1-C ( $\pm 6.50$  acres), F-1-D ( $\pm 95.11$  acres), F-2 ( $\pm 177.34$  acres), Tract B-2 ( $\pm 0.66$  acres), Tract B-3 ( $\pm 0.71$  acres), Tract B-4 ( $\pm 16.92$  acres), Tract B-5 ( $\pm 3.04$  acres), and Tract B-6 ( $\pm 5.61$  acres).

Being a Portion of the same property acquired by Donadtec, LLC, Gayletec, LLC, Harrytec, LLC, Rolandtec, LLC, and Stephentec, LLC from Formosa Chemicals and Fibre Corporation, America on the 30<sup>th</sup> day of November, 2006, recorded in the conveyance records for the Parish of St. John the Baptist under instrument number 270981.

**CERTIFICATE OF AUTHORITY FOR  
DONALDTEC, LLC**

The undersigned is the Member of **DONALDTEC, LLC** (the "Company") and acting in such capacity, hereby declares and certifies that:

1. The Company is managed by its Member, **Donald C. Robert**, who has authority to certify the membership of any member, the authenticity of any records of the limited liability company, or the authority of any person to act on behalf of the Company.
2. Through its management company, Robert Brothers Farm, LLC, the Company entered into an Agreement to Buy and Sell dated July 14, 2020 with Greenfield Louisiana, LLC, ("Agreement to Buy and Sell") and Amendments thereto. The subject of the Agreement to Buy and Sell is immovable property located in Sections 16, 17, 18, 19, 20, 21, 56, 57, 58, 59 & 60, T12S, R18E in the Parish of St. John the Baptist in the State of Louisiana as is more fully described on **Exhibit 1**, attached hereto, (the "Property").
3. The Company has determined that it is in its best interest to sell the Property to Greenfield Louisiana, LLC.
4. The undersigned further certifies that either of **Donald C. Robert** are independently authorized and directed to make any decisions, execute and deliver any documents, and undertake any actions on behalf of the Company that are required to effectuate the sale of the Property to Greenfield Louisiana, LLC, all upon such terms and conditions as either of them, in their sole discretion, deems in the best interest of the Company.

Signed this 8 day of July, 2021.

  
Donald C. Robert, Member

## EXHIBIT 1

### PROPERTY DESCRIPTION

**1,362 ACRES OF LAND**, more or less, situated in Sections 16, 17, 18, 19, 20, 21, 56, 57, 58, 59 & 60 T12S-R18E, Southeastern Land District, West of the Mississippi, St. John the Baptist Parish, Louisiana, all as more particularly described as follows:

Tracts F-1-A (west of Hwy 18) ( $\pm 892.48$  acres), F-1-A-N ( $\pm 0.01$  acres), F-1-A-W ( $\pm 155.02$  acres), Tract F-1-A-RR ( $\pm 7.68$  acres), F-1-B ( $\pm 6.50$  acres), F-1-C ( $\pm 6.50$  acres), F-1-D ( $\pm 95.11$  acres), F-2 ( $\pm 177.34$  acres), Tract B-2 ( $\pm 0.66$  acres), Tract B-3 ( $\pm 0.71$  acres), Tract B-4 ( $\pm 16.92$  acres), Tract B-5 ( $\pm 3.04$  acres), and Tract B-6 ( $\pm 5.61$  acres).

Being a Portion of the same property acquired by Donadtec, LLC, Gayletec, LLC, Harrytec, LLC, Rolandtec, LLC, and Stephentec, LLC from Formosa Chemicals and Fibre Corporation, America on the 30<sup>th</sup> day of November, 2006, recorded in the conveyance records for the Parish of St. John the Baptist under instrument number 270981.

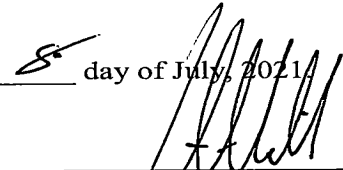


**CERTIFICATE OF AUTHORITY FOR  
STEPHENTEC, LLC**

The undersigned are the Manager and Members of **STEPHENTEC, LLC** (the "Company") and acting in such capacity, hereby declares and certifies that:

1. The Company is managed by its Manager, **Stephen A. Robert**, who has authority to certify the membership of any member, the authenticity of any records of the limited liability company, or the authority of any person to act on behalf of the Company.
2. Through its management company, Robert Brothers Farm, LLC, the Company entered into an Agreement to Buy and Sell dated July 14, 2020 with Greenfield Louisiana, LLC, ("Agreement to Buy and Sell") and Amendments thereto. The subject of the Agreement to Buy and Sell is immovable property located in Sections 16, 17, 18, 19, 20, 21, 56, 57, 58, 59 & 60, T12S, R18E in the Parish of St. John the Baptist in the State of Louisiana as is more fully described on **Exhibit 1**, attached hereto, (the "Property").
3. The Company has determined that it is in its best interest to sell the Property to Greenfield Louisiana, LLC.
4. The undersigned further certifies that either of **Donald C. Robert** or **Stephen A. Robert** are independently authorized and directed to make any decisions, execute and deliver any documents, and undertake any actions on behalf of the Company that are required to effectuate the sale of the Property to Greenfield Louisiana, LLC, all upon such terms and conditions as either of them, in their sole discretion, deems in the best interest of the Company.

Signed this 8 day of July, 2021.

  
\_\_\_\_\_  
Stephen A. Robert, Manager and Member

  
\_\_\_\_\_  
Randi Mire Robert, Member

## EXHIBIT 1

### PROPERTY DESCRIPTION

**1,362 ACRES OF LAND**, more or less, situated in Sections 16, 17, 18, 19, 20, 21, 56, 57, 58, 59 & 60 T12S-R18E, Southeastern Land District, West of the Mississippi, St. John the Baptist Parish, Louisiana, all as more particularly described as follows:

Tracts F-1-A (west of Hwy 18) ( $\pm 892.48$  acres), F-1-A-N ( $\pm 0.01$  acres), F-1-A-W ( $\pm 155.02$  acres), Tract F-1-A-RR ( $\pm 7.68$  acres), F-1-B ( $\pm 6.50$  acres), F-1-C ( $\pm 6.50$  acres), F-1-D ( $\pm 95.11$  acres), F-2 ( $\pm 177.34$  acres), Tract B-2 ( $\pm 0.66$  acres), Tract B-3 ( $\pm 0.71$  acres), Tract B-4 ( $\pm 16.92$  acres), Tract B-5 ( $\pm 3.04$  acres), and Tract B-6 ( $\pm 5.61$  acres).

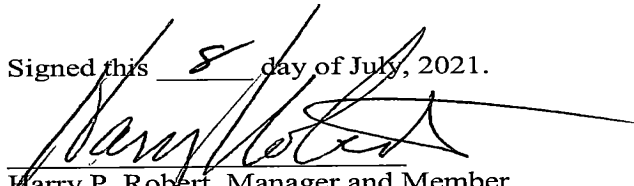
Being a Portion of the same property acquired by Donadtec, LLC, Gayletec, LLC, Harrytec, LLC, Rolandtec, LLC, and Stephentec, LLC from Formosa Chemicals and Fibre Corporation, America on the 30<sup>th</sup> day of November, 2006, recorded in the conveyance records for the Parish of St. John the Baptist under instrument number 270981.

**CERTIFICATE OF AUTHORITY FOR  
HARRY ROBERT FAMILY, LLC**

The undersigned is the Manager and Member of **HARRY ROBERT FAMILY, LLC** (the "Company") and acting in such capacity, hereby declares and certifies that:

1. The Company is managed by its Manager, **Harry P. Robert**, who has authority to certify the membership of any member, the authenticity of any records of the limited liability company, or the authority of any person to act on behalf of the Company.
2. Through its management company, Robert Brothers Farm, LLC, the Company entered into an Agreement to Buy and Sell dated July 14, 2020 with Greenfield Louisiana, LLC, ("Agreement to Buy and Sell") and Amendments thereto. The subject of the Agreement to Buy and Sell is immovable property located in Sections 16, 17, 18, 19, 20, 21, 56, 57, 58, 59 & 60, T12S, R18E in the Parish of St. John the Baptist in the State of Louisiana as is more fully described on **Exhibit 1**, attached hereto, (the "Property").
3. The Company has determined that it is in its best interest to sell the Property to Greenfield Louisiana, LLC.
4. The undersigned further certifies that either of **Donald C. Robert** or **Harry P. Robert** are independently authorized and directed to make any decisions, execute and deliver any documents, and undertake any actions on behalf of the Company that are required to effectuate the sale of the Property to Greenfield Louisiana, LLC, all upon such terms and conditions as either of them, in their sole discretion, deems in the best interest of the Company.

Signed this 8 day of July, 2021.

  
Harry P. Robert, Manager and Member

## EXHIBIT 1

### PROPERTY DESCRIPTION

**1,362 ACRES OF LAND**, more or less, situated in Sections 16, 17, 18, 19, 20, 21, 56, 57, 58, 59 & 60 T12S-R18E, Southeastern Land District, West of the Mississippi, St. John the Baptist Parish, Louisiana, all as more particularly described as follows:

Tracts F-1-A (west of Hwy 18) ( $\pm 892.48$  acres), F-1-A-N ( $\pm 0.01$  acres), F-1-A-W ( $\pm 155.02$  acres), Tract F-1-A-RR ( $\pm 7.68$  acres), F-1-B ( $\pm 6.50$  acres), F-1-C ( $\pm 6.50$  acres), F-1-D ( $\pm 95.11$  acres), F-2 ( $\pm 177.34$  acres), Tract B-2 ( $\pm 0.66$  acres), Tract B-3 ( $\pm 0.71$  acres), Tract B-4 ( $\pm 16.92$  acres), Tract B-5 ( $\pm 3.04$  acres), and Tract B-6 ( $\pm 5.61$  acres).

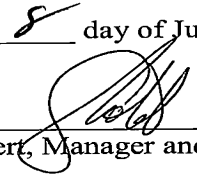
Being a Portion of the same property acquired by Donadtec, LLC, Gayletec, LLC, Harrytec, LLC, Rolandtec, LLC, and Stephentec, LLC from Formosa Chemicals and Fibre Corporation, America on the 30<sup>th</sup> day of November, 2006, recorded in the conveyance records for the Parish of St. John the Baptist under instrument number 270981.

**CERTIFICATE OF AUTHORITY FOR  
A&T ROBERT ENTERPRISES, LLC**

The undersigned is the Manager and Member of **A&T ROBERT ENTERPRISES, LLC** (the "Company") and acting in such capacity, hereby declares and certifies that:

1. The Company is managed by its Manager, **Alvin J. Robert**, who has authority to certify the membership of any member, the authenticity of any records of the limited liability company, or the authority of any person to act on behalf of the Company.
2. Through its management company, Robert Brothers Farm, LLC, the Company entered into an Agreement to Buy and Sell dated July 14, 2020 with Greenfield Louisiana, LLC, ("Agreement to Buy and Sell") and Amendments thereto. The subject of the Agreement to Buy and Sell is immovable property located in Sections 16, 17, 18, 19, 20, 21, 56, 57, 58, 59 & 60, T12S, R18E in the Parish of St. John the Baptist in the State of Louisiana as is more fully described on **Exhibit 1**, attached hereto, (the "Property").
3. The Company has determined that it is in its best interest to sell the Property to Greenfield Louisiana, LLC.
4. The undersigned further certifies that either of **Donald C. Robert** or **Alvin J. Robert** are independently authorized and directed to make any decisions, execute and deliver any documents, and undertake any actions on behalf of the Company that are required to effectuate the sale of the Property to Greenfield Louisiana, LLC, all upon such terms and conditions as either of them, in their sole discretion, deems in the best interest of the Company.

Signed this 8 day of July, 2021.

  
\_\_\_\_\_  
Alvin J. Robert, Manager and Member

## EXHIBIT 1

### PROPERTY DESCRIPTION

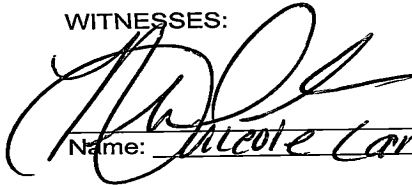
**1,362 ACRES OF LAND**, more or less, situated in Sections 16, 17, 18, 19, 20, 21, 56, 57, 58, 59 & 60 T12S-R18E, Southeastern Land District, West of the Mississippi, St. John the Baptist Parish, Louisiana, all as more particularly described as follows:

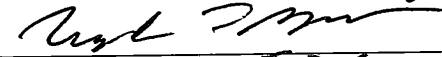
Tracts F-1-A (west of Hwy 18) ( $\pm 892.48$  acres), F-1-A-N ( $\pm 0.01$  acres), F-1-A-W ( $\pm 155.02$  acres), Tract F-1-A-RR ( $\pm 7.68$  acres), F-1-B ( $\pm 6.50$  acres), F-1-C ( $\pm 6.50$  acres), F-1-D ( $\pm 95.11$  acres), F-2 ( $\pm 177.34$  acres), Tract B-2 ( $\pm 0.66$  acres), Tract B-3 ( $\pm 0.71$  acres), Tract B-4 ( $\pm 16.92$  acres), Tract B-5 ( $\pm 3.04$  acres), and Tract B-6 ( $\pm 5.61$  acres).

Being a Portion of the same property acquired by Donadtec, LLC, Gayletec, LLC, Harrytec, LLC, Rolandtec, LLC, and Stephentec, LLC from Formosa Chemicals and Fibre Corporation, America on the 30<sup>th</sup> day of November, 2006, recorded in the conveyance records for the Parish of St. John the Baptist under instrument number 270981.

**THUS DONE AND PASSED** on this 9<sup>th</sup> day of July, 2021, in St. John the Baptist Parish, Louisiana, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after reading of the whole.

WITNESSES:

  
Name: Nicole Landry

  
Name: J. Dufresne

SELLER:

**DONALDTEC, LLC**

By:   
Donald Robert, Manager

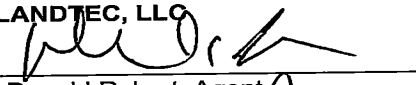
**GAYLETEC, LLC**

By:   
Donald Robert, Agent

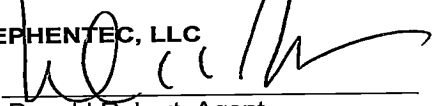
**HARRY ROBERT FAMILY, LLC**

By:   
Donald Robert, Agent

**ROLANDTEC, LLC**

By:   
Donald Robert, Agent


**STEPHENTEC, LLC**

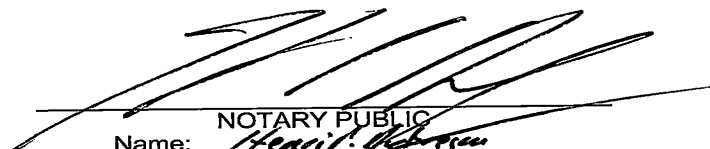
By:   
Donald Robert, Agent

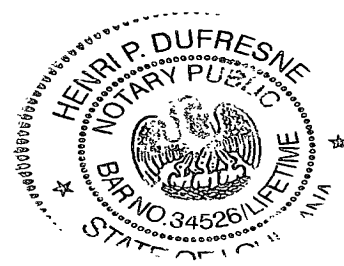
**A. & T. ROBERT ENTERPRISES, LLC**

By:   
Donald Robert, Agent

**ROBERT BROTHERS FARM, LLC**

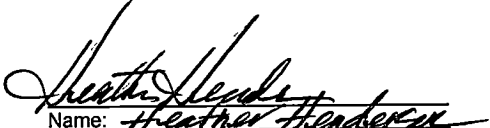
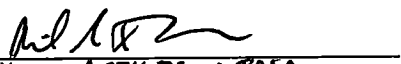
By:   
Donald Robert, Manager

  
NOTARY PUBLIC  
Name: Henri Dufresne  
La Bar/Notary I.D. No.: 34526  
My Commission expires Dec 16



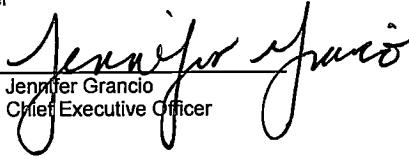
THIS DONE AND PASSED on this 8 day of July, 2021, in the City of San Francisco  
San Francisco County, California, in the presence of the undersigned competent  
witnesses, who hereunto sign their names with the said appearer and me, Notary, after reading of  
the whole.


WITNESSES:

  
Name: Heather Henderson  
  
Name: APRIL DE LA ROSA

PURCHASER:  
GREENFIELD LOUISIANA, LLC

By: THE FOUNDRY AT ENGINE NO. 1, LLC  
Its: Manager

  
By: Jennifer Grancio  
Name: Jennifer Grancio  
Its: Chief Executive Officer

  
NOTARY PUBLIC  
Name: Gary Hirsch  
La Bar Notary I.D. No.: 2332623  
My Commission expires As 26 2024

Title Insurance Producer:  
Address:  
Producer License No.:  
Title Insurance Underwriter:  
Title Opinion Completed by:  
LA Bar Roll No.:

State Title, LLC  
607 Belle Terre Boulevard, Suite A, La Place, LA 70068  
814220  
Chicago Title  
Terri Bankston Stirling  
02748

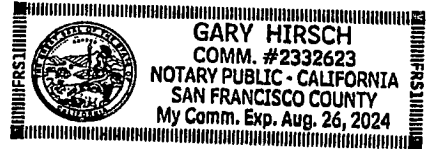




EXHIBIT A

**PROPERTY DESCRIPTION**

**1,362. ACRES OF LAND**, more or less, situated in Sections 16, 17, 18, 19, 20, 21, 56, 57, 58, 59 & 60 T12S-R18E, Southeastern Land District, West of the Mississippi, St. John the Baptist Parish, Louisiana, all as more particularly described as follows:

Tracts F-1-A (west of Hwy 18) ( $\pm 892.48$  acres), F-1-A-N ( $\pm 0.01$  acres), F-1-A-W ( $\pm 155.02$  acres), Tract F-1-A-RR ( $\pm 7.68$  acres), F-1-B ( $\pm 6.50$  acres), F-1-C ( $\pm 6.50$  acres), F-1-D ( $\pm 95.11$  acres), F-2 ( $\pm 177.34$  acres), Tract B-2 ( $\pm 0.66$  acres), Tract B-3 ( $\pm 0.71$  acres), Tract B-4 ( $\pm 16.92$  acres), Tract B-5 ( $\pm 3.04$  acres), and Tract B-6 ( $\pm 5.61$  acres), as more fully shown on the survey by Leonard J. Chauvin, Jr. PLS dated July 7, 2021, attached hereto, all as more particularly described as follows:

**LEGAL DESCRIPTION OF**

**(TRACT F-1-A, WEST OF HWY 18)**

**(Formerly Tracts 89 A-1, 89 A-2, 89-B; a portion of Whitney Plantation and a portion of Tract 88)**

COMMENCING AT A 5/8" IRON ROD LOCATED AT THE INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY OF LA HIGHWAY 18 AND THE LOWER LINE OF WHITNEY PLANTATION, SAID POINT BEING THE "POINT OF BEGINNING".

THENCE, S38°42'05"W-7,828.66' TO A POINT;  
THENCE, S38°37'37"W-527.86' TO A POINT;  
THENCE, S74°34'41"W-3,327.45' TO A POINT;  
THENCE, N42°43'44"E-411.78' TO A POINT;  
THENCE, N11°49'55"E-418.52' TO A POINT;  
THENCE, N29°21'54"E-3,331.84' TO A POINT;  
THENCE, ALONG A CURVE HAVING A RADIUS OF 3,879.72' AND AN ARC LENGTH OF 434.30' (CHORD BEARING N26°09'30"E-434.07') TO A POINT;  
THENCE, S67°00'00"E-467.96' TO A POINT;  
THENCE, ALONG A CURVE HAVING A RADIUS OF 4,347.60' AND AN ARC LENGTH OF 862.94' (CHORD BEARING N17°18'09"E-861.52') TO A POINT;  
THENCE, N52°33'18"W-527.47' TO A POINT;  
THENCE, ALONG A CURVE HAVING A RADIUS OF 3,879.72' AND AN ARC LENGTH OF 1,664.09' (CHORD BEARING N04°05'49"W-1,651.36') TO A POINT;  
THENCE, N16°23'05"W-255.96' TO A POINT;  
THENCE, ALONG A CURVE HAVING A RADIUS OF 1,290.44' AND AN ARC LENGTH OF 85.99' (CHORD BEARING N14°28'33"W-85.97') TO A POINT;  
THENCE, N22°21'12"E-6,378.37' TO A POINT;  
THENCE, N87°23'19"E-48.22' TO A POINT;  
THENCE, ALONG A CURVE HAVING A RADIUS OF 359.97' AND AN ARC LENGTH OF 277.42' (CHORD BEARING S70°31'58"E-270.16') TO A POINT;  
THENCE, S48°27'15"E-527.24' TO A POINT;  
THENCE, ALONG A CURVE HAVING A RADIUS OF 1,168.20' AND AN ARC LENGTH OF 183.04' (CHORD BEARING S43°57'56"E-182.85') TO A POINT;  
THENCE, S37°58'34"W-200.00' TO A POINT;  
THENCE, S37°01'26"E-100.00' TO A POINT;  
THENCE, N37°58'34"E-200.00' TO A POINT;  
THENCE, ALONG A CURVE HAVING A RADIUS OF 1,168.20' AND AN ARC LENGTH OF 93.66' (CHORD BEARING S32°26'26"E-93.64') TO A POINT;  
THENCE, S38°42'05"W-1,985.08' TO A POINT;  
THENCE, S51°17'55"E-4,043.31' TO A POINT;  
THENCE, N38°42'05"E-407.60' TO A POINT;  
THENCE, S30°52'59"E-406.09' TO A POINT;  
THENCE, S36°29'00"E-726.58' TO THE "POINT OF BEGINNING".

**DESCRIBED TRACT CONTAINING  $\pm 892.48$  ACRES.**

**Sellers herein retain the remaining portion of Lot F-1-A, described as follows:**

**Robert Site - Being a Portion of Lot F-1-A**

That piece or portion of ground being the Robert Site (10.0 Acres) being a portion of Lot F-1-A of Formosa Chemicals & Fibre Corporation America situated in Section 59, T-12-S, R-18-E, Wallace, St. John the Baptist Parish, Louisiana per a survey plat entitled "Survey Plat of the Robert Site (10.0 Acres) being a Portion of Lot F-1-A of Formosa Chemicals & Fibre Corporation" by Stephen P. Flynn, P.L.S. dated September 16, 2020 and being more fully described as follows:

Beginning at the northwest corner of the Robert Site being on the east right of way of LA Highway 3213 with Louisiana State Plane Coordinates, South Zone 1702, NAD 83, Geoid 18, Northing: 554971.06, Easting: 3493364.75

Thence proceed in a southwesterly direction along the west line of the Robert Site being the east right of way of LA Highway 3213 along a non-tangent curve to the right with a radius of 3879.72', a curve length of 1000.00' and a chord bearing of S15°36'16"W a distance of 997.24' to a point;

Thence proceed in a southeasterly direction along the south line of the Robert Site a bearing of S67°00'41"E a distance of 467.96' to a point;

Thence proceed in a northeasterly direction along the east line of the Robert Site along a non-tangent curve to the left with a radius of 4347.68', a curve length of 862.94' and a chord bearing of N17°18'09"E a distance of 861.52' to a point;

Thence proceed in a northwesterly direction along the north line of the Robert Site a bearing of N52°33'18"W a distance of 527.47' to a point;

The Point of Beginning

**LEGAL DESCRIPTION OF  
(TRACT F-1-A-N)  
(Formerly Tract F-1-A-N)**

COMMENCING AT A 5/8" IRON ROD LOCATED AT THE INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY OF LA HIGHWAY 18 AND THE LOWER LINE OF WHITNEY PLANTATION, THENCE S38°42'05"W-7,828.66' TO A POINT, THENCE S38°37'37"W-527.86' TO A POINT, THENCE S74°34'41"W-3,327.45, THENCE S42°43'44"W-7.63'; SAID POINT BEING THE "POINT OF BEGINNING".

THENCE, S15°25'19"E-20.97' TO A POINT;  
THENCE, S74°34'41"W-33.76' TO A POINT;  
THENCE, N42°43'44"E-39.75' TO THE "POINT OF BEGINNING".

**DESCRIBED TRACT CONTAINING ±0.01 ACRES.**

**LEGAL DESCRIPTION OF  
(TRACT F-1-A-W)  
(Formerly a portion of Whitney Plantation)**

COMMENCING AT A 5/8" IRON ROD LOCATED AT THE INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY OF LA HIGHWAY 18 AND THE LOWER LINE OF WHITNEY PLANTATION, THENCE S38°42'05"W-7,828.66' TO A POINT, THENCE S38°37'37"W-783.36' TO A POINT; SAID POINT BEING THE "POINT OF BEGINNING".

THENCE, S38°37'37"W-3,886.16' TO A POINT;  
THENCE, S29°36'47"W-1,944.87' TO A POINT;  
THENCE, N18°11'30"W-2,006.59' TO A POINT;  
THENCE, N46°03'18"E-856.30' TO A POINT;  
THENCE, N16°39'59"W-726.20' TO A POINT;  
THENCE, N29°21'55"E-161.88' TO A POINT;  
THENCE, N60°38'06"W-55.00' TO A POINT;  
THENCE, N29°21'54"E-318.00' TO A POINT;  
THENCE, N42°43'44"E-307.82' TO A POINT;  
THENCE, N74°36'41"E-194.74' TO A POINT;

THENCE, S15°25'19"E-25.00' TO A POINT;  
THENCE, S74°34'41"W-3,127.00' TO THE "POINT OF BEGINNING".

**DESCRIBED TRACT CONTAINING ±155.02 ACRES.**

**LEGAL DESCRIPTION OF  
(TRACT F-1-A-RR)**

COMMENCING AT A 5/8" IRON ROD LOCATED AT THE INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY OF LA HIGHWAY 18 AND THE LOWER LINE OF WHITNEY PLANTATION, THENCE S38°42'05"W-7,828.66' TO A POINT, THENCE S38°37'37"W-570.44' TO A POINT; SAID POINT BEING THE "POINT OF BEGINNING".

THENCE, S38°37'37"W-170.33' TO A POINT;  
THENCE, S74°34'41"W-3,356.31' TO A POINT;  
THENCE, N42°43'44"E-189.50' TO A POINT;  
THENCE, N74°34'41"E-3,333.22' TO THE "POINT OF BEGINNING".

**DESCRIBED TRACT CONTAINING ±7.682 ACRES.**

**LEGAL DESCRIPTION OF  
(TRACT F-1-B)  
(Formerly Tract 85-R)**

COMMENCING AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY OF 6TH STREET AND THE SOUTHERLY RIGHT-OF-WAY OF LA HIGHWAY 18, THENCE S87°23'19"W-153.81' TO A 5/8" IRON ROD, SAID POINT BEING THE NORTHERN MOST CORNER OF TRACT F-2, THENCE S18°41'51"W-408.31' TO A POINT, THENCE S70°42'49"E-151.07' TO A POINT, THENCE S72°15'28"E-230.16' TO POINT, THENCE S18°19'12"W-446.47' TO A POINT, THENCE N84°54'10"E-447.83' TO A POINT BEING THE NORTHWESTERN MOST CORNER OF TRACT F-1-B, SAID POINT BEING THE "POINT OF BEGINNING".

THENCE, N84°54'11"E-89.43' TO A POINT;  
THENCE, S21°48'54"W-5,299.21' TO A POINT;  
THENCE, ALONG A CURVE HAVING A RADIUS OF 1,290.44' AND AN ARC LENGTH OF 52.44'  
(CHORD BEARING N09°14'59"W-54.21') TO A POINT;  
THENCE, N21°14'45"E-5,212.56' TO THE "POINT OF BEGINNING".

**DESCRIBED TRACT CONTAINING ±6.50 ACRES.**

**LEGAL DESCRIPTION OF  
(TRACT F-1-C)  
(Formerly Tract 83-R)**

COMMENCING AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY OF 6TH STREET AND THE SOUTHERLY RIGHT-OF-WAY OF LA HIGHWAY 18, THENCE S87°23'19"W-153.81' TO A 5/8" IRON ROD, SAID POINT BEING THE NORTHERN MOST CORNER OF TRACT F-2, THENCE S18°41'51"W-408.31' TO A POINT, THENCE S70°42'49"E-151.07' TO A POINT, THENCE S72°15'28"E-230.16' TO POINT, THENCE S18°19'12"W-446.47' TO A POINT, THENCE N84°54'10"E-266.14' TO A POINT BEING THE NORTHWESTERN MOST CORNER OF TRACT F-1-C, SAID POINT BEING THE "POINT OF BEGINNING".

THENCE, N84°54'11"E-90.77' TO A POINT;  
THENCE, S20°39'37"W-5,117.39' TO A POINT;  
THENCE, ALONG A CURVE HAVING A RADIUS OF 1,290.44' AND AN ARC LENGTH OF 69.52'  
(CHORD BEARING N03°39'02"W-73.31') TO A POINT;  
THENCE, N20°04'14"E-5,011.40' TO THE "POINT OF BEGINNING".

**DESCRIBED TRACT CONTAINING ±6.50 ACRES.**

**LEGAL DESCRIPTION OF (TRACT F-1-D)**

**(Formerly Tracts 65-R3, 66-R3, 67-R3, 68-R3, 69-R3: Portions of Tracts 70-77; Portions of Tracts 78-R, 79-R, 83-R, 85-R, 88-R; & Portions of Sections 57 & 58)**

COMMENCING AT A 5/8" IRON ROD LOCATED AT THE INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY OF LA HIGHWAY 18 AND THE LOWER LINE OF WHITNEY PLANTATION, THENCE S55°20'30"W-9,562.47' TO A POINT LOCATED ALONG THE WESTERY RIGHT-OF-WAY OF LA HIGHWAY 3213; SAID POINT BEING THE "POINT OF BEGINNING".

THENCE, N04°34'49"E-5,139.99' TO A POINT;  
THENCE, ALONG A CURVE HAVING A RADIUS OF 514.76' AND AN ARC LENGTH OF 130.32' (CHORD BEARING S64°10'04"E-129.97') TO A POINT;  
THENCE, S71°24'59"E-143.34' TO A POINT;  
THENCE, S71°24'59"E-110.99' TO A POINT;  
THENCE, ALONG A CURVE HAVING A RADIUS OF 981.74' AND AN ARCLNGTH OF 346.92' (CHORD BEARING S61°17'28"E-345.12') TO A POINT;  
THENCE, ALONG A CURVE HAVING A RADIUS OF 981.74' AND AN ARC LENGTH OF 430.40' (CHORD BEARING S38°36'31"E-426.96') TO A POINT;  
THENCE, S18°53'39"W-782.36' TO A POINT;  
THENCE, N54°58'55"E-23.46' TO A POINT;  
THENCE, S30°44'06"E-19.69' TO A POINT;  
THENCE, N20°04'14"E-739.46' TO A POINT;  
THENCE, ALONG A CURVE HAVING A RADIUS OF 981.74' AND AN ARC LENGTH OF 32.53' (CHORD BEARING S21°21'48"E-32.30') TO A POINT;  
THENCE, S20°39'37"W-716.70' TO A POINT;  
THENCE, S30°44'06"E-17.39' TO A POINT;  
THENCE, N21°14'45"E-702.91' TO A POINT;  
THENCE, ALONG A CURVE HAVING A RADIUS OF 981.74' AND AN ARC LENGTH OF 32.52' (CHORD BEARING S17°35'29"E-32.21') TO A POINT;  
THENCE, S21°48'54"W-688.30' TO A POINT;  
THENCE, S30°44'06"E-16.43' TO A POINT;  
THENCE, N22°21'12"E-673.12' TO A POINT;  
THENCE, ALONG A CURVE HAVING A RADIUS OF 981.74' AND AN ARC LENGTH OF 155.62' (CHORD BEARING S10°15'18"E-155.46') TO A POINT;  
THENCE, S06°18'05"E-317.74' TO A POINT;  
THENCE, ALONG A CURVE HAVING A RADIUS OF 3,214.04' AND AN ARC LENGTH OF 2,000.74' (CHORD BEARING S11°31'55"W-1,968.59') TO A POINT;  
THENCE, S29°21'54"W-2,189.78' TO THE "POINT OF BEGINNING".

**DESCRIBED TRACT CONTAINING ±95.11 ACRES.**

**LEGAL DESCRIPTION OF  
(TRACT F-2)**

**(Formerly Tracts 65-R Thru 68-R1, 69-R18 & 78-F-2 and Formerly portions of Tracts 70-77, 78-R & 79-R)**

COMMENCING AT THE WESTERLY RIGHT-OF-WAY OF 6TH STREET AND THE SOUTHERLY RIGHT-OF-WAY OF LA HIGHWAY 18, THENCE S87°23'19"E-153.81' TO A POINT BEING A 5/8" IRON ROD AND ALSO BEING THE NORTHWESTERN MOST CORNER OF TRACT F-2 ALONG THE SOUTHERN RIGHT-OF-WAY OF LA HIGHWAY 18; SAID POINT BEING THE "POINT OF BEGINNING".

THENCE, S18°41'51"W-408.31' TO A POINT;  
THENCE, S70°42'49"E-151.07' TO A POINT;  
THENCE, S72°15'28"E-230.16' TO A POINT;  
THENCE, S18°19'12"W-446.47' TO A POINT;  
THENCE, N84°54'10"E-86.90' TO A POINT;  
THENCE, S18°53'39"W-4,725.40' TO A POINT;  
THENCE, ALONG A CURVE HAVING A RADIUS OF 1,290.44' AND AN ARC LENGTH OF 135.00' (CHORD BEARING N10°46'55"E-134.94') TO A POINT;  
THENCE, N13°46'43"E-200.00' TO A POINT;  
THENCE, ALONG A CURVE HAVING A RADIUS OF 500.74' AND AN ARC LENGTH OF 184.48' (CHORD BEARING N03°23'02"E-183.44') TO A POINT;  
THENCE, ALONG A CURVE HAVING A RADIUS OF 436.00' AND AN ARC LENGTH OF 300.08' (CHORD BEARING N24°19'14"W-294.19') TO A POINT;

THENCE, N44°02'16"W-1,081.55' TO A POINT;  
THENCE, ALONG A CURVE HAVING A RADIUS OF 3,634.72' AND AN ARC LENGTH OF 437.98'  
(CHORD BEARING N40°35'08"E-437.72') TO A POINT;  
THENCE, N04°34'49"E-2,054.69' TO A POINT;  
THENCE, S84°45'57"E-169.78' TO A POINT;  
THENCE, N05°28'27"E-179.95' TO A POINT;  
THENCE, S83°38'14"E-83.54' TO A POINT;  
THENCE, S05°28'27"W-360.00' TO A POINT;  
THENCE, S83°37'46"E-84.19' TO A POINT;  
THENCE, N06°21'46"E-1,320.00' TO A POINT;  
THENCE, N63°52'44"E-275.84' TO A POINT;  
THENCE, N69°09'01"E-247.89' TO A POINT;  
THENCE, N75°16'51"E-304.81' TO A POINT;  
THENCE, ALONG A CURVE HAVING A RADIUS OF 1,124.28' AND AN ARC LENGTH OF 237.58'  
(CHORD BEARING N81°20'05"E-237.14') TO A POINT;  
THENCE, N87°38'15"E-64.06' TO A POINT;  
THENCE, N87°23'19"E-729.12' TO THE "POINT OF BEGINNING".

**LESS AND EXCEPT TRACT 73A**, CONTAINING APPROXIMATELY 1.55 ACRES, MORE OR LESS, SOLD AND CONVEYED BY PETER N. SIMON TO MONTEREY OIL COMPANY BY ACT DATED MAY 25, 1959, AND RECORDED ON JUNE 1, 1959, AS ACT NO. 20310 IN COB 41, PAGE 500 OF THE RECORDS OF THE PARISH OF ST. JOHN THE BAPTIST, LOUISIANA AS AMENDED AND CORRECTED BY ACT OF AMENDMENT DATED AUGUST 16, 1990 EXECUTED BETWEEN LAURA SIMON NELSON AND MONTEREY PIPELINE COMPANY, RECORDED IN BOOK 370, FOLIO 550 OF THE CONVEYANCE RECORDS OF ST. JOHN THE BAPTIST PARISH, LOUISIANA. BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WESTERN RIGHT-OF-WAY OF 6TH STREET AND THE SOUTHERN RIGHT-OF-WAY OF LA HIGHWAY 18, THENCE S87°23'19"E-808.56' TO A POINT, THENCE S11°45'14"W-1007.52' TO THE "POINT OF BEGINNING".

THENCE, S11°45'14"W-450.00' TO A POINT;  
THENCE, N78°14'46"W-150.00' TO A POINT  
THENCE, N11°45'14"E-450.00' TO A POINT;  
THENCE, S78°14'46"E-150.00' TO THE "POINT OF BEGINNING".

AS SHOWN ON A PLAN OF SURVEY BY DARYL B. PATIN, DATED MARCH 16, 1990, REVISED APRIL 09, 1990. SAID MAP TITLED "PROPERTY SURVEY TRACTS 70 THROUGH 77 FOR FORMAT CORPORATION ST. JOHN THE BAPTIST PARISH, LA."

**ALSO,**

**LESS AND EXCEPT TRACT 74B**, CONTAINING APPROXIMATELY 2.0 ACRES AS SHOWN ON A PLAN OF SURVEY BY HAROLD J. FLYNN, P.L.S. DATED MAY 24, 1993 WHICH LOT IS DESIGNATED AS TRACT 74-B ON SAID SURVEY. DONATED TO ST. JOHN THE BAPTIST PARISH FROM FORMOSA CHEMICALS & FIBRE CORPORATION, AMERICA AND BY ACT DATED OCTOBER 18, 1993 AND RECORDED NOVEMBER 2, 1993 AS ACT #154429 CONVEYANCE BOOK COB 306/793 OF THE RECORDS OF THE PARISH OF ST. JOHN THE BAPTIST. BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST BOUNDARY OF TRACT 74 AND THE SOUTH RIGHT-OF-WAY OF LA. HIGHWAY 18 PER A SURVEY OF TRACTS 70-77 FOR FORMAT CORPORATION BY DARYL B. PATIN, P.L.S. DATED MARCH 16, 1990, THENCE PROCEED IN A SOUTHERLY DIRECTION S11°45'14"W-661.72' TO THE "POINT OF BEGINNING".

THENCE, N11°45'14"E-345.80' TO A POINT;  
THENCE, S78°14'46"E-257.78' TO A POINT;  
THENCE, S13°35'36"W-345.98' TO A POINT;  
THENCE, N78°14'46"W-346.68' TO THE "POINT OF BEGINNING".

**DESCRIBED TRACT F-2 CONTAINING ±177.34 ACRES.**

**LEGAL DESCRIPTION OF  
(TRACT B-2)  
(Formerly Tract 85-B)**

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF 6TH STREET AND THE SOUTHERLY RIGHT-OF-WAY OF LA HIGHWAY 18, THENCE N87°23'19"E-703.38' BEING THE NORTHEASTERN MOST CORNER OF TRACT 84-F AND THE SOUTHERN RIGHT-OF-WAY OF LA HIGHWAY 18, THENCE N21°14'45"E-59.05' TO A POINT ALONG THE NORTHERLY RIGHT-OF-WAY OF LA HIGHWAY 18 AND THE SOUTHWESTERN MOST CORNER OF TRACT B-2; SAID POINT BEING THE "POINT OF BEGINNING".

THENCE, N21°14'43"E-314.76 TO A POINT;  
THENCE, S87°08'01"E-98.74' TO A POINT;  
THENCE, S21°48'50"W-305.81' TO A POINT;  
THENCE, S87°23'19"W-99.14' TO THE "POINT OF BEGINNING".

**DESCRIBED TRACT CONTAINING ±0.66 ACRES.**

**LEGAL DESCRIPTION OF  
(TRACT B-3)  
(Formerly Tract 83-B)**

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF 6TH STREET AND THE SOUTHERLY RIGHT-OF-WAY OF LA HIGHWAY 18, THENCE N87°23'19"E-502.93' BEING THE NORTHEASTERN MOST CORNER OF TRACT 82-F AND THE SOUTHERN RIGHT-OF-WAY OF LA HIGHWAY 18, THENCE N20°04'14"E-58.53' TO A POINT ALONG THE NORTHERLY RIGHT-OF-WAY OF LA HIGHWAY 18 AND THE SOUTHWESTERN MOST CORNER OF TRACT B-3; SAID POINT BEING THE "POINT OF BEGINNING".

THENCE, N20°04'11"E-325.67' TO A POINT;  
THENCE, N88°22'51"E-87.80' TO A POINT;  
THENCE, S87°08'01"E-15.49' TO A POINT;  
THENCE, S20°39'33"W-323.83' TO A POINT;  
THENCE, S87°23'19"W-100.85' TO THE "POINT OF BEGINNING".

**DESCRIBED TRACT CONTAINING ±0.71 ACRES.**

**LEGAL DESCRIPTION OF  
(TRACT B-4)  
(Formerly Tracts 78-B, 79-B & Batture Portions of Tracts 70-77)**

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF 7TH STREET AND THE SOUTHERLY RIGHT-OF-WAY OF LA HIGHWAY 18, THENCE N06°21'46"E-64.02' TO A POINT ALONG THE NORTHERN RIGHT-OF-WAY OF LA HIGHWAY 18, SAID POINT BEING THE "POINT OF BEGINNING".

THENCE, N06°21'46"E-315.25' TO A POINT;  
THENCE, N63°45'24"E-52.93' TO A POINT;  
THENCE, N72°39'13"E-124.59' TO A POINT;  
THENCE, N53°49'18"E-113.06' TO A POINT;  
THENCE, N71°12'00"E-114.25' TO A POINT;  
THENCE, N61°13'42"E-103.08' TO A POINT;  
THENCE, N65°20'18"E-101.52' TO A POINT;  
THENCE, N86°43'52"W-100.12' TO A POINT;  
THENCE, N67°51'28"E-100.84' TO A POINT;  
THENCE, N83°30'54"E-101.05' TO A POINT;  
THENCE, N76°17'39"E-150.65' TO A POINT;  
THENCE, S82°33'56"E-104.71' TO A POINT;  
THENCE, N85°55'19"E-483.27' TO A POINT;  
THENCE, N89°40'35"E-433.76' TO A POINT;  
THENCE, N88°22'51"E-171.03' TO A POINT;  
THENCE, N88°22'51"E-99.52' TO A POINT;  
THENCE, N88°22'51"E-94.49' TO A POINT;

THENCE, N88°22'51"E-5.17' TO A POINT;  
THENCE, S18°53'39"W-326.78' TO A POINT;  
THENCE, S87°23'19"W-96.72' TO A POINT;  
THENCE, S87°23'19"W-96.72' TO A POINT;  
THENCE, S87°23'19"W-580.32' TO A POINT;  
THENCE, S87°23'19"W-194.96' TO A POINT;  
THENCE, S87°23'19"W-194.83' TO A POINT;  
THENCE, S87°23'19"W-151.20' TO A POINT;  
THENCE, ALONG A CURVE HAVING A RADIUS OF 1,178.28' AND AN ARC LENGTH OF 248.99'  
(CHORD BEARING S81°20'02"W-285.54') TO A POINT;  
THENCE, S75°16'51"W-182.52' TO A POINT;  
THENCE, S75°16'51"W-125.18' TO A POINT;  
THENCE, S69°09'01"W-73.36' TO A POINT;  
THENCE, S69°09'01"W-179.91' TO A POINT;  
THENCE, S63°52'44"W-243.95' TO THE "POINT OF BEGINNING".

**DESCRIBED TRACT CONTAINING ±16.92 ACRES.**

**LEGAL DESCRIPTION OF  
(TRACT B-5)  
(Formerly Tracts 64 & 65B-68B)**

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF 7TH STREET AND THE SOUTHERLY RIGHT-OF-WAY OF LA HIGHWAY 18, THENCE N06°21'46"E-64.02' TO A POINT ALONG THE NORTHERN RIGHT-OF-WAY OF LA HIGHWAY 18, THENCE S63°52'44"W-112.16' TO THE "POINT OF BEGINNING":

THENCE, S63°52'44"W-435.15' TO A POINT,  
THENCE, N04°07'14"E-353.05' TO A POINT;  
THENCE, N66°19'59"E-94.03' TO A POINT;  
THENCE, N50°48'14"E-102.61' TO A POINT;  
THENCE, N85°33'29"E-107.71' TO A POINT;  
THENCE, N62°19'28"E-100.03' TO A POINT;  
THENCE, N75°53'26"E-38.39' TO A POINT;  
THENCE, S05°54'44"W-329.16' TO THE POINT OF BEGINNING;

**DESCRIBED TRACT CONTAINING ±3.04 ACRES.**

**LEGAL DESCRIPTION OF  
(TRACT B-6)  
(Formerly Tracts 52-59)**

COMMENCING AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY OF 7TH STREET AND THE SOUTHERLY RIGHT-OF-WAY OF LA HIGHWAY 18, THENCE N06°21'46"E-64.02' TO A POINT ALONG THE NORTHERN RIGHT-OF-WAY OF LA HIGHWAY 18, THENCE S63°52'44"W-865.70' TO THE "POINT OF BEGINNING"

THENCE, S63°46'55"W-290.81' TO A POINT;  
THENCE, S63°01'01"W-413.01' TO A POINT;  
THENCE, N00°26'22"W-342.67' TO A POINT;  
THENCE, N62°07'24"E-451.84' TO A POINT;  
THENCE, N62°59'02"E-256.98' TO A POINT;  
THENCE, S65°55'51"W-86.64' TO A POINT;  
THENCE, S02°46'01"W-361.56' TO THE "POINT OF BEGINNING".

**DESCRIBED TRACT CONTAINING ±5.61 ACRES.**

Tract B-2 (±0.66 acres), Tract B-3 (±0.71 acres), Tract B-4 (±16.92 acres), Tract B-5 (±3.04 acres), and Tract B-6 (±5.61 acres) include all alluvion, batture and sand bars formed and attached thereto and all accretions to said land by reliction and dereliction as well as additions to said lands resulting from the changing water courses or the opening of new channels in or pertaining to the Mississippi River.

**ADDITIONAL PROPERTY**

An undivided 1/6 interest in and to the Henry Burch (Sr.) estate property located on Louisiana State Highway No. 18 in Wallace, St. John the Baptist Parish Louisiana, more fully described as follows, to wit:

A Certain Tract of Land or parcel of Ground situated in the parish of St. John the Baptist, State of Louisiana, on the right descending bank of the Mississippi River, In Wallace, measuring one arpent and one-fourth of one arpent, more or less, front to the said river, by a depth of sixty arpents, more or less, for the lower one-fourth arpent, and by a depth of forty-five arpents, more or less, for the other arpent, between closing lines, said tract of land or parcel of ground being bounded above by the property of Messrs, Mathieu and Septime Robert, now or formerly, and below by a tract of land, now or formerly belonging to Marceline Tregre, together with all buildings and improvements, rights and servitudes thereon and thereunto belonging, less, however, a certain tract of land situated in the Parish of St. John the Baptist, on the right descending banks of the Mississippi River, measuring eighty-one (81') feet, more or less, between closing lines; bounded on the upper line by the property formerly belonging to Messrs, Mathieu and Septime Robert, now the property of Artistide Fauchaux, or assigns, and on the lower line by the property belonging to present Vendor; together with all of the building and improvements thereon, and all rights, ways, servitudes, privileges and advantages thereunto belonging or in anywise appertaining, as per act of sale passed before L. Maurice Reynaud, Notary Public, dated September 7, 1922, recorded in COB Y (n.s.), page 385 of the records of St. John the Baptist Parish, Louisiana.

Being the same property acquired by Henry Burch (Sr.) from the Succession of Delia Horn, widow of George Burch, Probate Docket number 123, 24<sup>th</sup> Judicial District Court, Parish of St. John the Baptist, State of Louisiana; and by purchase of two-thirds (2/3) interest from Rose Burch Neilson and Georgina Burch, on March 23, 1931 and duly recorded in COB 2, Folio 234, Entry Number 3373.

**LESS and Except:**

1) That portion of the above-described property sold by Henry Burch (Sr.) to Andrew Kliebert on July 3, 1946, before Harry R. Martin, Clerk of Court and Ex-Officio Notary Public, Duly recorded in COB 13, Folio 84, Entry Number 8636.

2) That portion of the above-described property sold by Henry Burch (Sr.) to Henry E. Burch on February 10, 1955, before Lubin Laurent, Notary Public, and duly recorded in COB 31, Folio 7, Entry Number 15560.

Being the same property/interest acquired by Robert Brothers Farm, LLC. From Monica Ann Burch and Vickie Burch Beadle via act of cash sale dated March 6, 2017 before Frederick L. Bunol, Notary Public and recorded in the conveyance records for the Parish of St. John the Baptist Parish under instrument number 349508.



**EXHIBIT "B"**

**Exceptions:**

Said property is subject to all covenants, restrictions, right of way, easements, encroachments, servitudes, reservations, and rights of others as may be disclosed in the public record, including, but not limited to the following specific matters:

1. Discrepancies or shortage in the square footage, acreage or area of the land.
2. Memorandum of Agreement to Buy and Sell between Robert Brothers Farm, LLC and Greenfield Louisiana, LLC, dated 7-14-2020, recorded at Entry No. 373528.
3. Pipeline Right-of-Way, Servitude and Easement in favor of Cypress Gas Pipeline, L.L.C., dated 6-30-1999, recorded at Entry No. 200383.
4. Reservation of mineral rights in the act recorded at Entry No. 270981.
5. Servitudes set forth in the act recorded at Entry No. 154429.
6. Pipeline Right-of-Way, Servitude and Easement in favor of Monterey Pipeline Company, dated 10-29-1992, recorded at Entry No. 147506.
7. Right of Way and Servitude for sewer services granted to St. John the Baptist Parish, recorded as Entry No. 270979.
8. Right of Way in favor of Entergy Louisiana, LLC, recorded at Entry No. 285323.
9. Farming Lease Agreement with M. Hymel Sons, Inc., dated March 30, 2010, recorded at Entry No. 299260.
10. Hunting Lease in favor of Michael Kliebert, recorded at Entry No. 177763.
11. Right of way for Louisiana Hwy. 18.
12. Geophysical Permit by Formosa Chemicals & Fibre Corporation, America and BTA Oil Producers, recorded at Entry No. 264872.
13. A 150 foot right of way for Texas Pacific Railroad Company, now Union Pacific Railroad Company.
14. Right of way permit dated March 7, 1958, granted by Whitney Plantation, Inc., to Louisiana Power and Light Company, for electric lines including poles, wires and other appurtenances recorded in COB 41, folio 275.
15. Right of way agreement dated May 21, 1959 granted by Whitney Plantation Inc., to Monterey Pipeline Company, for a pipeline for oil, gas, petroleum products or other liquid or gaseous substances recorded in COB 41, folio 483 Entry No. 20297.
16. Drainage right of way dated February 1, 1971, granted by Whitney Plantation Incl. to Parish of St. John the Baptist, Louisiana for a 70 foot drainage right of way through Section 60 recorded in COB 71, folio 491 Entry No. 39884.
17. General Permit dated January 11, 1972, by Whitney Plantation, Inc. to South Central Bell Telephone Company for a right of way across a strip of land six (6) feet in width along and west of Louisiana Highway 18 recorded in COB 75, folio 551, Entry No. 41710.
18. Any rights of way for siphons from Mississippi River to Louisiana Highway 18 right of way as shown on Vicinity Map and for water mains or pipes within the right of way for Highway 18.
19. With respect to the batture, a servitude for public use of space along the banks of the Mississippi River, as provided by Art. 665 of the Civil Code of Louisiana.

20. Right of way for electric transmission line(s), dated October 2, 1930, granted by Camile Granier to Louisiana Power and Light Company, recorded under Entry No. 3009.
21. General Permit dated December 13, 1971, granted by Beatrice W. Hymel to South Central Bell Telephone Company for buried telephone line(s) across a six foot wide strip along and southwest of Hwy. 18 recorded on March 13, 1972, in COB 75, Folio 536, Entry No. 41700.
22. General Permit dated December 7, 197, granted to South Central Bell Telephone Company, as recorded at COB 75, folio 518, Entry No. 41691.
23. General Permit dated December 7, 1971, granted to South Central Bell Telephone Company, as recorded at COB 75, folio 538, Entry No. 41701.
24. General Permit granted to South Central Bell Telephone Company and COB 75, page 548, Entry No. 41707.
25. General Permit dated January 11, 1972, granted to South Central Bell Telephone Company, recorded at COB 75, folio 551, Entry No. 41710.
26. General Permit dated January 4, 1972 granted by A. J. Tregre to South Central Bell Telephone Company for buried telephone lines along a 6 foot strip and south of Highway 18 recorded in COB 75, folio 547, Entry No. 41706.
27. General Permit granted to South Central Bell Telephone Company, recorded at COB 115, folio 668, Entry No. 60781.
28. General Permit granted to Southern Bell Telephone and Telegraph Company, recorded at COB 61, folio 85, Entry No. 34280.
29. Right of Way, Servitude and Easment granted by Formosa Chemicals to Monterey Pipeline Company recorded COB 298 folio 379, Entry No. 147506.
30. Right of Way agreement by and between Whitney Plantation Inc. and Monterey Pipeline Company, recorded at COB 41, folio 483, Entry No. 20297.
31. Right of Way agreement with Monterey Pipeline Company, recorded in COB 41, folio 500, as amended by act recorded at COB 270, folio 550, Entry No. 133604.
32. Right of Way agreement granted to Louisiana Power and Light Company filed under Entry No. 3047.
33. Right of way Agreement to Monterey Oil Company for a 20 foot permanent right of way for a pipeline and road by act recorded in COB 41, page 405.
34. Seventy (70') foot drainage right of way granted to the Parish of St. John the Baptist in the act recorded at COB 71, folio 491, Entry No. 39884.
35. Right of way for electric transmission lines granted to Louisiana Power and Light Company, filed under Entry No. 2962.
36. Servitude for electric transmission lines granted to Louisiana Power and Light Company recorded under Entry No. 3041.
37. General Permit granted to South Central Bell Telephone Company for buried telephone lines along a 6 foot strip and south of Highway 18 as recorded in COB 75, folio 518, Entry No. 41691.
38. General Permit granted to South Central Bell Telephone Company for buried telephone lines across a five foot strip on the south side of Highway 18 recorded in COB 61, folio 88.
39. Right of way or passage fifteen (15) feet wide along the lower or easterly line of Tract 89B in favor of Tract 89Z-1 and Tract 89A-2, as shown on the map made by Daryl B. Patin, C.E., dated March 13, 1990, revised through May 2, 1990.
40. Fifteen (15') foot right of way along and adjacent to the property of Nemour Loup to provide a right of passage from Louisiana Hwy. 18, as set forth in the act recorded at COB 112, folio 896, Entry No. 59435.

41. Servitude granted to Louisiana Power and Light Company, dated October 1, 1930, recorded at Entry No. 2991.
42. Servitude for electric transmission lines granted to Louisiana Power and Light Company, recorded under Entry No. 3035.
43. General Permit granted to South Central Bell Telephone Company for buried telephone line(s) along a 6 foot strip along and south of Highway 18, recorded in COB 75, folio 520, Entry No. 41692.
44. General Permit granted to south Central Bell Telephone Company, recorded at COB 75, page 536.
45. Oil, Gas and Mineral Lease by and between Nemour Loup and Texaco, Inc., dated March 2, 1978, recorded at COB 117, folio 885, Entry No. 61922.
46. Oil, Gas and Mineral Lease by and between Thelma T. Tassin and Texaco, Inc., dated March 30, 1978, recorded at COB 127, folio 342, Entry No. 66241.
47. Oil, Gas and Mineral Lease by Whitney Plantation, Inc. with Edwin W. Stockmeyer, recorded at COB 35, folio 174, Entry No. 10551.
48. Oil, Gas and Mineral Lease with Texaco, Inc., dated October 1, 1951, recorded at COB 23, folio 124, Entry No. 12287.
49. Oil, Gas and Mineral Lease with Texaco, Inc., dated February 2, 1978, recorded at COB 117, page 865, Entry No. 61917.
50. Oil, Gas and Mineral Lease dated February 1, 1978 with Texaco, Inc., recorded at COB 117, folio 869, Entry No. 61918.
51. Oil, Gas and Mineral Lease with Texaco, Inc., dated April 4, 1978, recorded at COB 127, folio 247, Entry No. 66198.
52. Reservation of a 25 foot right of way for ingress and egress in the act recorded at COB 48, folio 417, Entry No. 25615.
53. Navigation servitudes and all of the statutory and regulatory rights and powers of the United States Government and the State of Louisiana over the Mississippi River and its banks extending to the ordinary high water line thereof and which may be exercised without obligation to the riparian owner, including the right of appropriation and expropriation for the construction and maintenance of levees.
54. Any erosion, dereliction or accretion or any change in the bed line of the Mississippi River and any servitude or servitudes in favor of any state, federal, parochial or municipal board or body or individual over the banks thereof. Ownership of any permanently attached fixtures which are located south of the northern toe of the Mississippi River levee system.
55. Any adverse claim based upon the assertion that:  
Some portion of the land is tide or submerged land, or has been created by artificial means or has accreted to such portion so created.  
Some portion of the land has been brought within the boundaries thereof by an avulsive movement of the Mississippi River or has been formed by accretion to any such portion.  
Some portion of the land is now or at any time has been below the ordinary high water mark of the Mississippi River.
56. Applicable state or federal laws or regulations and the rights, public and private, of the State of Louisiana and the federal government in and to the waters of the Mississippi River (and land under the waters) abutting and/or flowing over the premises now or formerly.
57. The rights of the United States of America, State of Louisiana or any of their departments to establish, change, alter, regulate or control the use of piers, bulkheads, land under water and land adjacent thereto.

58. Riparian rights, bature or littoral rights, rights of accretion or dereliction, and the rights of the public to use the banks, levees and abutting land for passage, stopping, drying nets or otherwise.
59. Any enlargement or loss of land by reason of accretions, derelictions or avulsions of the Mississippi River. The boundary line between the States of Louisiana and Mississippi in this area is, according to available maps and charts, indefinite. Accordingly, the location of said boundary line between Louisiana and Mississippi is not insured, nor is the title to any portion of the property which may lie within the State of Mississippi. The policy when issued will contain the following, or substantially similar language, as an exception: "Defects in title due to the location of all or any portion of the property in a state other than that set forth above."
60. Servitudes, set backs, right of ways, encroachments and other matters showing on survey by Leonard J. Chauvin, Jr. P.E, P.L.S. , dated July 7, 2021, annexed hereto and made a part hereof.

**But omitting any covenants or restrictions, if any, based upon race, color, religions, sex, sexual orientation, marital status, disability, handicap, familial status, ancestry, national origin, or source of income, as set forth in the applicable federal or state laws, except to the extent that the said covenants or restriction is permitted by applicable law.**

**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 the connection with the foregoing, nor 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.**

<b>Title Insurance Producer:</b>	<b>State Title, LLC</b>
<b>Address:</b>	<b>607 Belle Terre Boulevard, Suite A, La Place, LA 70068</b>
<b>Producer License No.:</b>	<b>814220</b>
<b>Title Insurance Underwriter:</b>	<b>Chicago Title</b>
<b>Title Opinion Completed by:</b>	<b>Sharron Morris</b>
<b>LA Bar Roll No.:</b>	<b>27582</b>



# Exhibit DD

**ACT OF CASH SALE AND EXCHANGE**

BE IT KNOWN, that, before me, the undersigned, Notary(ies) Public, duly commissioned and qualified, and in the presence of the undersigned witnesses, personally came and appeared:

**DONALDTEC, LLC**, whose Tax Identification number is XX-XXX3711, a Louisiana Limited Liability Company, whose mailing address is 5423 Hwy 44, Gonzales, LA 70737, represented herein by Donald Robert, duly authorized to act for the company as is evidenced by the Certificates of Authority attached hereto; and

**GAYLETEC, LLC**, whose Tax Identification number is XX-XXX3659, a Louisiana Limited Liability Company, whose mailing address is 5423 Hwy 44, Gonzales, LA 70737, represented herein Donald Robert, duly authorized to act for the company as is evidenced by the Certificates of Authority attached hereto; and

**HARRY ROBERT FAMILY, LLC**, whose Tax Identification number is XX-XXX3583, a Louisiana Limited Liability Company, whose mailing address is 721 N. Burnside Ave. Suite A, Gonzales, LA 70737, represented herein Donald Robert, duly authorized to act for the company as is evidenced by the Certificates of Authority attached hereto; and

**ROLANDTEC, LLC**, whose Tax Identification number is XX-XXX3762, a Louisiana Limited Liability Company, whose mailing address is 5423 Hwy 44, Gonzales, LA 70737, represented herein by Donald Robert, duly authorized to act for the company as is evidenced by the Certificates of Authority attached hereto; and

**STEPHENTEC, LLC**, whose Tax Identification number is XX-XXX8924, a Louisiana Limited Liability Company, whose mailing address is 5423 Hwy 44, Gonzales, LA 70737, represented herein by Donald Robert, duly authorized to act for the company as is evidenced by the Certificates of Authority attached hereto; and

**A. & T. ROBERT ENTERPRISES, LLC**, whose Tax Identification number is XX-XXX7858, a Louisiana Limited Liability Company, whose mailing address is 5405 Highway 44, Gonzales, LA 70737, represented herein Donald Robert, duly authorized to act for the company as is evidenced by the Certificates of Authority attached hereto;

Hereafter collectively referred to as "**Seller**";

AND

**GREENFIELD LOUISIANA, LLC**, a Delaware limited liability company ("**Purchaser**") (TIN xx-xxx4329), authorized and doing business in Louisiana, whose current mailing address is 210 University Boulevard, Suite 200, Denver, Colorado 80206, represented herein by its Chief Executive Officer, Adam Johnson, duly authorized pursuant to a Certification, Authorization and Agreement by Christopher M. James, the Managing Member of Engine No. 1 GP LLC, a Delaware limited liability company, and the sole General Partner of Engine No. 1 LP, a Delaware statutory public benefit limited partnership, and the sole Member of Engine No. 1 LLC, a Delaware limited liability company, and the sole Managing Manager of the Foundry at Engine No. 1 LLC, a Delaware limited liability company, the sole Manager of Purchaser, a copy of which of which is annexed hereto, the original being annexed to the Multiple Indebtedness Mortgage by Purchaser in favor of Regions Bank executed this same day,


hereafter referred to as "**Purchaser**";

hereafter Seller and Purchaser shall be referred to as the "**Parties**";

**1. The Property:**

Seller does by these presents sell, convey, transfer, assign, and deliver with full warranty of title and with full substitution and subrogation in and to all the rights and actions of warranty which Seller has or may have against all preceding owners and vendors, unto Purchaser, here present accepting, and purchasing for itself, its successors and assigns, and acknowledging due delivery and possession thereof, all and singular the property located in the State of Louisiana, Parish of St. John the Baptist, described on Exhibit "A" attached hereto and made a part hereof, together with all improvements and fixtures located thereon and any rights, privileges and appurtenances pertaining thereto,

ST JOHN THE BAPTIST PARISH  
ELIANADEFRANCESCH,  
Clerk of Court  
Recorded: 07/10/2022 @ 2:45PM  
35 Pages  
385833-CO



including, without limitation, bature, alluvion, dereliction, riparian rights, strips or gores, sidewalks, alleys, easements, servitudes, tenements, hereditaments, privileges, rights-of-way, mineral rights, air and/or development rights, utility capacity and water rights appertaining thereto, and in and to any land lying in the bed of any highway, street, road or avenue, open or proposed adjoining said premises, to the center line thereof, and to any award made or to be made in lieu thereof and in and to any unpaid award for damage to said premises by reason of change of grade of any street, and in and to the banks, beds and bottoms of any water bodies adjoining said premises (collectively the "**Property**"). All references to "Tracts" set forth herein shall have meaning and description stated on **Exhibit A**.

For the consideration recited herein (for no additional consideration), to the extent assignable without the payment of any fee or the incurrance of any obligation, or the execution of any documents (other than this Act of Cash Sale and Exchange), Seller does by these presents sell, assign, transfer, convey, abandon and deliver unto Purchaser all of Seller's rights, titles and interests in and to the following described rights and claims, with full substitution and subrogation in and to all the rights and actions of warranty which Seller has or may have against all preceding owners and vendors, to-wit: (i) any licenses, franchises, certificates, occupancy and use certificates, permits, authorizations, consents, variances, waivers, approvals and the like from any federal, state, parish, municipal or other governmental or quasi-governmental body, agency, department, board, commission, bureau or other entity or instrumentality affecting the ownership, operation or maintenance of the Property, (ii) any rights or causes of action under any leases of the Property or as owner of the Property against any tenant or occupant of the Property, (iii) any rights against any lessee or sub-lessee, or any other person, holding any mineral rights in, on or under the Property to compel any clean-up or remediation of the Property or to recover any damages to the Property or any damages for spoilage to any aquifer providing water to the Property as the result of the exploration, development, production or transportation any oil, gas or other minerals, and (iv) any personal rights of Seller as to any causes of action, whether in tort, contract or other rights granted by law, as the owner of the Property against (x) any tenant of the Property, (y) any contractor who may have built any buildings or other improvements on the Property or (z) any other persons.

To have and to hold the Property unto Purchaser, its successors and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of **Five Million and 00/100 (\$5,000,000.00) Dollars cash, and exchange of the property described as the "Exchange Property" set forth in Exhibit C** attached hereto, all of which Purchaser has well and truly paid, in ready and current money to Seller who hereby acknowledges the receipt thereof and grants full acquittance and discharge therefor.

The Property is conveyed by Seller to Purchaser free and clear of all servitudes, restrictions, undisclosed leases, liens, privileges, mortgages or other encumbrances except the Permitted Exceptions set forth on **Exhibit "B"** attached hereto and the restricted covenants and the servitudes with respect to the Property described in this Section 1 below.

EXCEPT AS TO THE WARRANTY OF TITLE BY SELLER EXPRESSLY PROVIDED HEREIN, (I) THIS SALE IS WITHOUT ANY WARRANTY AS TO THE CONDITION OF THE PROPERTY; (II) SELLER AND PURCHASER HEREBY ACKNOWLEDGE AND RECOGNIZE THAT THE PROPERTY BEING SOLD AND PURCHASED IS BEING TRANSFERRED IN "**AS IS**" CONDITION AND FURTHER PURCHASER DOES HEREBY WAIVE, RELIEVE AND RELEASE SELLER FROM ANY CLAIMS OR CAUSES OF ACTION FOR REDHIBITION PURSUANT TO LOUISIANA CIVIL CODE ARTICLE 2520, ET SEQ. AND ARTICLE 2541, ET SEQ., OR FOR REDUCTION OF SALE PRICE PURSUANT TO LOUISIANA CIVIL CODE ARTICLE 2541, ET SEQ.; AND (III) PURCHASER ACKNOWLEDGES THAT THIS SALE IS MADE WITHOUT WARRANTY OF FITNESS FOR ORDINARY OR PARTICULAR USE PURSUANT TO LOUISIANA CIVIL CODE ARTICLE 2524, PURCHASER HEREBY ACKNOWLEDGES AND DECLARES RELIANCE SOLELY ON ITS OWN INSPECTION AND EVALUATION OF THE PROPERTY, AND NOT ON ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, FROM SELLER; ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING BUT NOT LIMITED TO THOSE RELATED TO THE CONDITION OF THE PROPERTY OR FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY SELLER AND ARE HEREBY EXPRESSLY WAIVED BY PURCHASER.

*Purchaser acknowledges the above paragraph was brought to his attention and explained to Purchaser.*  
Initials: \_\_\_\_\_

Taxes for the current year for the Property will be assumed by Purchaser. The tax bill should be mailed to Purchaser at 210 University Boulevard, Suite 200, Denver, Colorado 80206. In accordance



with La. R.S. 9:2721, notice is given that Purchaser first named above is designated as the party to whom all property tax and assessment notices are to be mailed, said notices to be sent to the address shown above for said Purchaser.

**Servitudes:**

Said Property described in **Exhibit A** is conveyed to Purchaser herein subject to the following predial servitudes granted, accepted and acknowledged by all parties hereto in favor of Sellers. Said servitudes shall inure to the benefits of the parties, successors, or assigns:

(i) A predial servitude of passage on the 30 foot road that starts at La. Hwy 18 and allows access to the batture on the Mississippi River (the "**Private Passage**")

(ii) A predial servitude of passage ("**Access Servitude**") that permits travel on and across Tract F-1-A-1 conveyed herein from the Private Passage to that certain 60 +/- acre designated as Tract F-1-A-2. Said Access Servitude shall terminate immediately upon the sale by Seller of Tract F-1-A-2 to any unaffiliated third party.

(iii) A predial servitude allowing Sellers the exclusive right to mine and excavate the river sand/sediment from the unimproved portion of the Property (the "**Mining Servitude**"). Said Mining Servitude shall terminate on January 4, 2042.

Purchaser shall have the right to relocate the Private Passage and the Access Servitude as Purchaser shall deem necessary in its sole discretion so long as such relocated servitudes remain sufficient, in all material respects, for the intended use of such servitudes.

Seller covenants that it will (i) maintain and keep its activities and operations on the Property subject to and in connection with the Mining Servitude in good repair and condition at its sole expense; (ii) conduct its activities with respect to the Mining Servitude in a manner that does not unreasonably interfere with Purchaser's use of the Property; (iii) repair any damage that it causes to the Property or other property located thereon during its use of the Mining Servitude, except that the mining of sand and sediment from the Property shall not be considered "damage" and Seller shall have no obligation to repair or restore any of the Property that it disturbs in the course of its mining activity that is consistent with the Mining Servitude; and (iv) indemnify, defend and hold Purchaser, its successors and assigns, harmless from and against any and all costs, damages, claims, actions, liabilities and proceedings of any kind or nature (the "Liabilities") which arise out of or are in any way related to the acts or omissions of Seller, its agents, representatives, licensees, invitees or contractors, in connection with the exercise of its rights with respect to the Mining Servitude, including damage or injury to persons or property (including the Property) except to the extent said Liabilities are caused by the negligence or willful misconduct of Purchaser, its agents, representatives, invitees or contractors. Seller shall maintain applicable policies of commercial general liability, property, workman's compensation insurance with coverages and limits reasonably consistent with similar business operations in the region. Seller shall provide evidence of the insurance to Purchaser upon request and shall name Purchaser as an additional insured on all such policies.

**2. Exchange Property:**

As additional consideration as set forth herein, Purchaser does by these presents convey, transfer, assign, and deliver with full warranty of title and with full substitution and subrogation in and to all the rights and actions of warranty which Purchaser has or may have against all preceding owners and vendors, unto Seller, here present accepting, for itself, its successors and assigns, and acknowledging due delivery and possession thereof, all and singular the property located in the State of Louisiana, Parish of St. John the Baptist, described on **Exhibit "C"** attached hereto and made a part hereof, together withall improvements and fixtures located thereon and any rights, privileges and appurtenances pertaining thereto, including, without limitation, batture, alluvion, dereliction, riparian rights, strips or gores, sidewalks, alleys, easements, servitudes, tenements, hereditaments, privileges, rights-of-way, mineral rights, air and/or development rights, utility capacity and water rights appertaining thereto, and in and to any land lying in the bed of any highway, street, road or avenue, open or proposed adjoining said premises, to the center line thereof, and to any award made or to be made in lieu thereof and in and to any unpaid award for damage to said premises by reason of change of grade of any street (collectively the "**Exchange Property**"). All references to "Tracts" set forth herein shall have meaning and description stated on **Exhibit C**.

For the consideration recited herein (for no additional consideration), to the extent assignable without the payment of any fee or the incurrance of any obligation, or the execution of any documents (other than this

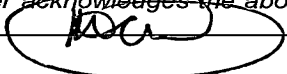
Act of Cash Sale and Exchange), Purchaser does by these presents sell, assign, transfer, convey, abandon and deliver unto Seller all of Purchaser's rights, titles and interests in and to the following described rights and claims, with full substitution and subrogation in and to all the rights and actions of warranty which Purchaser has or may have against all preceding owners and vendors, to-wit: (i) any licenses, franchises, certificates, occupancy and use certificates, permits, authorizations, consents, variances, waivers, approvals and the like from any federal, state, parish, municipal or other governmental or quasi-governmental body, agency, department, board, commission, bureau or other entity or instrumentality affecting the ownership, operation or maintenance of the Exchange Property, (ii) any rights or causes of action under any leases of the Exchange Property or as owner of the Exchange Property against any tenant or occupant of the Exchange Property, (iii) any rights against any lessee or sub-lessee, or any other person, holding any mineral rights in, on or under the Exchange Property to compel any clean-up or remediation of the Exchange Property or to recover any damages to the Exchange Property or any damages for spoilage to any aquifer providing water to the Exchange Property as the result of the exploration, development, production or transportation any oil, gas or other minerals, and (iv) any personal rights of Purchaser as to any causes of action, whether in tort, contract or other rights granted by law, as the owner of the Exchange Property against (x) any tenant of the Exchange Property, (y) any contractor who may have built any buildings or other improvements on the Exchange Property or (z) any other persons.

Seller assumes the current Farming Lease Agreement by and among Purchaser, as lessor, and M. Hymel Sons, Inc., a Louisiana corporation, as lessee, dated as of March 30, 2010 pertaining to the Exchange Property (the "Farm Lease"). Seller agrees to honor the Farm Lease and shall pay the lessee any buy/out costs required under the Farm Lease as it relates to the Exchange Property.

The Exchange Property is conveyed by Purchaser to Seller free and clear of all servitudes, restrictions, undisclosed leases, liens, privileges, mortgages or other encumbrances except the Permitted Exceptions set forth on **Exhibit "D"** attached hereto.

EXCEPT AS TO THE WARRANTY OF TITLE BY PURCHASER EXPRESSLY PROVIDED HEREIN, (I) THIS SALE IS WITHOUT ANY WARRANTY AS TO THE CONDITION OF THE EXCHANGE PROPERTY; (II) PURCHASER AND SELLER HEREBY ACKNOWLEDGE AND RECOGNIZE THAT THE EXCHANGE PROPERTY BEING SOLD AND PURCHASED IS BEING TRANSFERRED IN "**AS IS**" CONDITION AND FURTHER SELLER DOES HEREBY WAIVE, RELIEVE AND RELEASE PURCHASER FROM ANY CLAIMS OR CAUSES OF ACTION FOR REDHIBITION PURSUANT TO LOUISIANA CIVIL CODE ARTICLE 2520, ET SEQ. AND ARTICLE 2541, ET SEQ., OR FOR REDUCTION OF SALE PRICE PURSUANT TO LOUISIANA CIVIL CODE ARTICLE 2541, ET SEQ.; AND (III) SELLER ACKNOWLEDGES THAT THIS SALE IS MADE WITHOUT WARRANTY OF FITNESS FOR ORDINARY OR PARTICULAR USE PURSUANT TO LOUISIANA CIVIL CODE ARTICLE 2524, SELLER HEREBY ACKNOWLEDGES AND DECLARES RELIANCE SOLELY ON ITS OWN INSPECTION AND EVALUATION OF THE PROPERTY, AND NOT ON ANY OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, FROM PURCHASER; ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING BUT NOT LIMITED TO THOSE RELATED TO THE CONDITION OF THE PROPERTY OR FITNESS OF THE PROPERTY FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY PURCHASER AND ARE HEREBY EXPRESSLY WAIVED BY SELLER.

Seller ~~acknowledges the above paragraph~~ was brought to his attention and explained to Seller. Initials:



NOTHING CONTAINED IN THIS ACT OF CASH SALE AND EXCHANGE SHALL BE CONSTRUED TO CREATE ANY VENDOR'S LIEN, RESOLUTORY CONDITION OR RIGHT OF RESCISSION AND PURCHASER AND SELLER HEREBY EACH WAIVES AND RELEASES ANY SUCH VENDOR'S LIEN, RESOLUTORY CONDITION OR RIGHT OF RESCISSION.

Seller (with respect to the Property) and Purchaser (with respect to the Exchange Property) each further declares that there are no State, Parish or City taxes due or payable as of the date hereof on the respective Property and Exchange Property.

Taxes for the current year for the Exchange Property conveyed on **Exhibit C** will be assumed by Seller. The tax bill should be mailed to Seller at 54323 Highway 44, Gonzales, LA 70737. In accordance with La. R.S. 9:2721, notice is given that Seller first named above is designated as the party to whom all property tax and assessment notices are to be mailed, said notices to be sent to the address shown above for Seller.

**Servitudes:**

Purchaser hereby grants to Sellers a predial servitude of passage to the farmer who is now, or in the future, farming Tract F-1-A-2, which piece of property is being conveyed to Seller herein, over and across the existing roadway(s) located upon Tracts F-1-A West of La 18, RR-E, F-1-A-RR, RR-W to permit the continuation of farming of Tract F-1-A-2.

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**3) Miscellaneous:**

This Act of Cash Sale and Exchange may be executed in multiple counterparts, each of which shall be an original, and all of which shall together constitute one and the same instrument.

The production of Mortgage, Conveyance, and/or Tax certificates are hereby dispensed with by the consent of the parties here, and the undersigned notary(ies) public and State Title, LLC are hereby released from any liability and responsibility in connection therewith.

All Parties signing the within instrument have declared themselves to be of full legal capacity and have declared that the name, marital status, domicile and address of each is correct as set forth above.

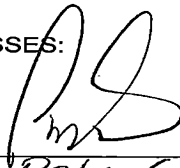
All agreements and stipulations herein and all the obligations assumed herein shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties, and (i) Purchaser, and Purchaser's heirs and assigns shall have and hold the described Property in full ownership forever; and (ii) Seller, and Sellers heirs and assigns shall have and hold the described Exchange Property in full ownership forever.

In accordance with La. R.S. 37:1469 all parties to this contract or agreement are hereby notified, and all acknowledge, that there is a statewide database available to them listing those individuals required to register under La. R.S. 15:540 (certain sex offenders) and providing their locations and other information. The telephone number of this database is 1-800-858-0551 and its internet address is [www.lasocpr.lsp.org/socpr](http://www.lasocpr.lsp.org/socpr).

[Signature on following pages]

**THUS DONE AND PASSED** on this 5th day of January, 2022, in the City of Laplace, St. John the Baptist Parish, Louisiana, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said Seller and me, Notary, after reading of the whole.

WITNESSES:

  
Name: Pete. GRAFFAGNINO

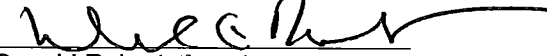
  
Name: Meade Lamb

SELLER:

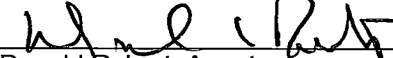
**DONALDTEC, LLC**

By:   
Donald Robert, Manager

**GAYLETEC, LLC**

By:   
Donald Robert, Agent

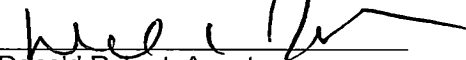
**HARRY ROBERT FAMILY, LLC**

By:   
Donald Robert, Agent

**ROLANDTEC, LLC**


By:   
Donald Robert, Agent

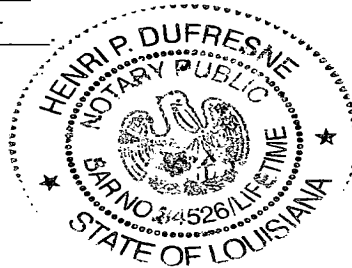
**STEPHENTEC, LLC**

By:   
Donald Robert, Agent

**A. & T. ROBERT ENTERPRISES, LLC**

By:   
Donald Robert, Agent

  
NOTARY PUBLIC  
Name: \_\_\_\_\_  
La Bar/Notary I.D. No.: \_\_\_\_\_  
My Commission expires \_\_\_\_\_

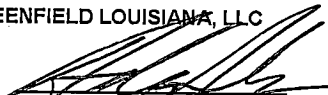


THUS DONE AND PASSED on this 5th day of January, 2022, in the City and County of Denver, Colorado, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said Purchaser and me, Notary, after reading of the whole.


WITNESSES:

PURCHASER:

  
Name: Garrick McLomas

GREENFIELD LOUISIANA, LLC  
By:   
Adam Johnson  
Its Chief Executive Officer

  
Name: MIKE ELBERT

  
NOTARY PUBLIC  
Name: Elizabeth Elaine Craig  
Bar/Notary I.D. No.: 19914007090  
My Commission expires July 25, 2023

Title Insurance Producer:  
Address:  
Producer License No.:  
Title Insurance Underwriter:  
Title Opinion Completed by:  
LA Bar Roll No.:

State Title, LLC  
607 Belle Terre Boulevard, Suite A, La Place, LA 70068  
814220  
Chicago Title  
Henri P. Dufresne  
34526

ELIZABETH ELAINE CRAIG  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19914007090  
MY COMMISSION EXPIRES JULY 25, 2023

**CERTIFICATE OF AUTHORITY FOR  
HARRY ROBERT FAMILY, LLC**

The undersigned is the Manager and Member of **HARRY ROBERT FAMILY, LLC** (the "Company") and acting in such capacity, hereby declares and certifies that:

1. The Company is managed by its Manager, **Harry P. Robert**, who has authority to certify the membership of any member, the authenticity of any records of the limited liability company, or the authority of any person to act on behalf of the Company.
2. Through its management company, Robert Brothers Farm, LLC, the Company entered into an Agreement to Buy and Sell dated July 9, 2021 with Greenfield Louisiana, LLC, ("Agreement to Buy and Sell"). The subject of the Agreement to Buy and Sell is +/- 154.53 acres in the Parish of St. John the Baptist in the State of Louisiana as is more fully described as:

**A CERTAIN TRACT OF LAND** situated in St. John the Baptist Parish, State of Louisiana, being a portion of lot F-1-A (east of Hwy 18), designated as **Tract F-1-A-1 (east of Hwy 18) (144.575 acres)** in accordance with the plan of resubdivision entitled "Tract F-1-A-1 & F-1-A-2, Being a resubdivision of the eastern portion of Tract F-1-A, formerly a portion of The Whitney Plantation, located in Sections 16, 17, 18, T12S-R18E, Southeastern Land District, West of the Mississippi River, St. Helena Meridian, St John the Baptist Parish for Robert Brother's Farm, LLC" made by Earles and Associates, LLC, PLS, dated July 28, 2021, approved by the St. John the Baptist Parish Counsel on the 28<sup>th</sup> day of December, 2021, via ordinance number 21-49, recorded in the official records of the Clerk and Recorder for St. John the Baptist Parish, Louisiana as Map No.

\_\_\_\_\_.  
(the "Property").

3. The Company has determined that it is in its best interest to sell the Property to Greenfield Louisiana, LLC.
4. Further, as part of the consideration to be received by Company, the Company will acquire from Greenfield Louisiana, LLC a 1/6 undivided interest in 250 +/- ACRES OF LAND, more or less, situated in Section 16, 17, 18, 19, 20, 21, 56, 57, 58, 59 and 60 T12S-R18E, Southeastern Land District, West of the Mississippi, St. John the Baptist Parish, Louisiana ("Exchange Property"), all as more particularly described on **Exhibit 1** attached hereto.
5. The undersigned further certifies that either of **Donald C. Robert** or **Harry P. Robert** are independently authorized and directed to make any decisions, execute and deliver any documents, and undertake any actions on behalf of the Company that are required to effectuate the sale of the Property to Greenfield Louisiana, LLC and accept the Exchange Property, all upon such terms and conditions as either of them, in their sole discretion, deems in the best interest of the Company.

Signed this 4<sup>th</sup> day of January, 2022.

  
Harry P. Robert, Manager and Member

**EXHIBIT 1**

**Exchange Property**

Property Conveyed to Donaldtec, LLC, Gayletec, LLC, Harry Robert Family, LLC, Roland Tec, LLC, Stephentec, LLC, A & T Robert Enterprises, LLC

**PROPERTY DESCRIPTION**

**250 +/- ACRES OF LAND**, more or less, situated in Section 16, 17, 18, 19, 20, 21, 56, 57, 58, 59 and 60 T12S-R18E, Southeastern Land District, West of the Mississippi, St. John the Baptist Parish, Louisiana, all as more particularly described as follows:

**LEGAL DESCRIPTION OF**

**(TRACT F-1-A-W)**

**(Formerly a portion of Whitney Plantation)**

COMMENCING AT A 5/8" IRON ROD LOCATED AT THE INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY OF LA HIGHWAY 18 AND THE LOWER LINE OF WHITNEY PLANTATION, THENCE S38°42'05"W-7,828.66' TO A POINT, THENCE S38°37'37"W-783.36' TO A POINT; SAID POINT BEING THE "POINT OF BEGINNING".

THENCE, S38°37'37"W-3,886.16' TO A POINT;  
THENCE, S29°36'47"W-1,944.87' TO A POINT;  
THENCE, N18°11'30"W-2,006.59' TO A POINT;  
THENCE, N46°03'18"E-856.30' TO A POINT;  
THENCE, N16°39'59"W-726.20' TO A POINT;  
THENCE, N29°21'55"E-161.88' TO A POINT;  
THENCE, N60°38'06"W-55.00' TO A POINT;  
THENCE, N29°21'54"E-318.00' TO A POINT;  
THENCE, N42°43'44"E-307.82' TO A POINT;  
THENCE, N74°36'41"E-194.74' TO A POINT;  
THENCE, S15°25'19"E-25.00' TO A POINT;  
THENCE, S74°34'41"W-3,127.00' TO THE "POINT OF BEGINNING".

**DESCRIBED TRACT CONTAINING ±155.02 ACRES.**

**LEGAL DESCRIPTION OF (TRACT F-1-D)**

**(Formerly Tracts 65-R3, 66-R3, 67-R3, 68-R3, 69-R3: Portions of Tracts 70-77; Portions of Tracts 78-R, 79-R, 83-R, 85-R, 88-R; & Portions of Sections 57 & 58)**

COMMENCING AT A 5/8" IRON ROD LOCATED AT THE INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY OF LA HIGHWAY 18 AND THE LOWER LINE OF WHITNEY PLANTATION, THENCE S55°20'30"W-9,562.47' TO A POINT LOCATED ALONG THE WESTERY RIGHT-OF-WAY OF LA HIGHWAY 3213; SAID POINT BEING THE "POINT OF BEGINNING".

THENCE, N04°34'49"E-5,139.99' TO A POINT;  
THENCE, ALONG A CURVE HAVING A RADIUS OF 514.76' AND AN ARC LENGTH OF 130.32' (CHORD BEARING S64°10'04"E-129.97') TO A POINT;  
THENCE, S71°24'59"E-143.34' TO A POINT;  
THENCE, S71°24'59"E-110.99' TO A POINT;  
THENCE, ALONG A CURVE HAVING A RADIUS OF 981.74' AND AN ARCLNGTH OF 346.92' (CHORD BEARING S61°17'28"E-345.12') TO A POINT;  
THENCE, ALONG A CURVE HAVING A RADIUS OF 981.74' AND AN ARC LENGTH OF 430.40' (CHORD BEARING S38°36'31"E-426.96') TO A POINT;  
THENCE, S18°53'39"W-782.36' TO A POINT;  
THENCE, N54°58'55"E-23.46' TO A POINT;  
THENCE, S30°44'06"E-19.69' TO A POINT;

THENCE, N20°04'14"E-739.46' TO A POINT;  
THENCE, ALONG A CURVE HAVING A RADIUS OF 981.74' AND AN ARC LENGTH OF 32.53'  
(CHORD BEARING S21°21'48"E-32.30') TO A POINT;  
THENCE, S20°39'37"W-716.70' TO A POINT;  
THENCE, S30°44'06"E-17.39' TO A POINT;  
THENCE, N21°14'45"E-702.91' TO A POINT;  
THENCE, ALONG A CURVE HAVING A RADIUS OF 981.74' AND AN ARC LENGTH OF 32.52'  
(CHORD BEARING S17°35'29"E-32.21') TO A POINT;  
THENCE, S21°48'54"W-688.30' TO A POINT;  
THENCE, S30°44'06"E-16.43' TO A POINT;  
THENCE, N22°21'12"E-673.12' TO A POINT;  
THENCE, ALONG A CURVE HAVING A RADIUS OF 981.74' AND AN ARC LENGTH OF  
155.62' (CHORD BEARING S10°15'18"E-155.46') TO A POINT;  
THENCE, S06°18'05"E-317.74' TO A POINT;  
THENCE, ALONG A CURVE HAVING A RADIUS OF 3,214.04' AND AN ARC LENGTH OF  
2,000.74' (CHORD BEARING S11°31'55"W-1,968.59') TO A POINT;  
THENCE, S29°21'54"W-2,189.78' TO THE "POINT OF BEGINNING".

**DESCRIBED TRACT CONTAINING ±95.11 ACRES.**



**CERTIFICATE OF AUTHORITY FOR  
A&T ROBERT ENTERPRISES, LLC**

The undersigned is the Manager and Member of **A&T ROBERT ENTERPRISES, LLC** (the "Company") and acting in such capacity, hereby declares and certifies that:

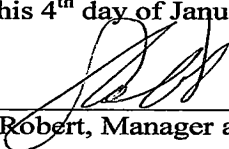
1. The Company is managed by its Manager, **Alvin J. Robert**, who has authority to certify the membership of any member, the authenticity of any records of the limited liability company, or the authority of any person to act on behalf of the Company.
2. Through its management company, Robert Brothers Farm, LLC, the Company entered into an Agreement to Buy and Sell dated July 9, 2021 with Greenfield Louisiana, LLC, ("Agreement to Buy and Sell"). The subject of the Agreement to Buy and Sell is +/- 154.53 acres in the Parish of St. John the Baptist in the State of Louisiana as is more fully described as:

**A CERTAIN TRACT OF LAND** situated in St. John the Baptist Parish, State of Louisiana, being a portion of lot F-1-A (east of Hwy 18), designated as **Tract F-1-A-1 (east of Hwy 18) (144.575 acres)** in accordance with the plan of resubdivision entitled "Tract F-1-A-1 & F-1-A-2, Being a resubdivision of the eastern portion of Tract F-1-A, formerly a portion of The Whitney Plantation, located in Sections 16, 17, 18, T12S-R18E, Southeastern Land District, West of the Mississippi River, St. Helena Meridian, St John the Baptist Parish for Robert Brother's Farm, LLC" made by Earles and Associates, LLC, PLS, dated July 28, 2021, approved by the St. John the Baptist Parish Counsel on the 28<sup>th</sup> day of December, 2021, via ordinance number 21-49, recorded in the official records of the Clerk and Recorder for St. John the Baptist Parish, Louisiana as Map No.

\_\_\_\_\_.  
(the "Property").

3. The Company has determined that it is in its best interest to sell the Property to Greenfield Louisiana, LLC.
4. Further, as part of the consideration to be received by Company, the Company will acquire from Greenfield Louisiana, LLC a 1/6 undivided interest in 250 +/- ACRES OF LAND, more or less, situated in Section 16, 17, 18, 19, 20, 21, 56, 57, 58, 59 and 60 T12S-R18E, Southeastern Land District, West of the Mississippi, St. John the Baptist Parish, Louisiana ("Exchange Property"), all as more particularly described on **Exhibit 1** attached hereto.
5. The undersigned further certifies that either of **Donald C. Robert** or **Alvin J. Robert** are independently authorized and directed to make any decisions, execute and deliver any documents, and undertake any actions on behalf of the Company that are required to effectuate the sale of the Property to Greenfield Louisiana, LLC and accept the Exchange Property, all upon such terms and conditions as either of them, in their sole discretion, deems in the best interest of the Company.

Signed this 4<sup>th</sup> day of January, 2022.

  
\_\_\_\_\_  
Alvin J. Robert, Manager and Member

**EXHIBIT 1**

**Exchange Property**

Property Conveyed to Donaldtec, LLC, Gayletec, LLC, Harry Robert Family, LLC, Roland Tec, LLC, Stephentec, LLC, A & T Robert Enterprises, LLC

**PROPERTY DESCRIPTION**

**250 +/- ACRES OF LAND**, more or less, situated in Section 16, 17, 18, 19, 20, 21, 56, 57, 58, 59 and 60 T12S-R18E, Southeastern Land District, West of the Mississippi, St. John the Baptist Parish, Louisiana, all as more particularly described as follows:

**LEGAL DESCRIPTION OF**

**(TRACT F-1-A-W)**

**(Formerly a portion of Whitney Plantation)**

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THENCE, N18°11'30"W-2,006.59' TO A POINT;  
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THENCE, N60°38'06"W-55.00' TO A POINT;  
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THENCE, S74°34'41"W-3,127.00' TO THE "POINT OF BEGINNING".

**DESCRIBED TRACT CONTAINING ±155.02 ACRES.**

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COMMENCING AT A 5/8" IRON ROD LOCATED AT THE INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY OF LA HIGHWAY 18 AND THE LOWER LINE OF WHITNEY PLANTATION, THENCE S55°20'30"W-9,562.47' TO A POINT LOCATED ALONG THE WESTERY RIGHT-OF-WAY OF LA HIGHWAY 3213; SAID POINT BEING THE "POINT OF BEGINNING".

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THENCE, S71°24'59"E-110.99' TO A POINT;  
THENCE, ALONG A CURVE HAVING A RADIUS OF 981.74' AND AN ARCLNGTH OF 346.92' (CHORD BEARING S61°17'28"E-345.12') TO A POINT;  
THENCE, ALONG A CURVE HAVING A RADIUS OF 981.74' AND AN ARC LENGTH OF 430.40' (CHORD BEARING S38°36'31"E-426.96') TO A POINT;  
THENCE, S18°53'39"W-782.36' TO A POINT;  
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THENCE, S29°21'54"W-2,189.78' TO THE "POINT OF BEGINNING".

**DESCRIBED TRACT CONTAINING ±95.11 ACRES.**

**CERTIFICATE OF AUTHORITY FOR  
GAYLETEC, LLC**

The undersigned is the Manager and Member of **GAYLETEC, LLC** (the "Company") and acting in such capacity, hereby declares and certifies that:

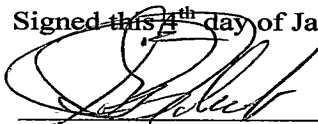
1. The Company is managed by its Manager, **Gayle P. Robert**, who has authority to certify the membership of any member, the authenticity of any records of the limited liability company, or the authority of any person to act on behalf of the Company.
2. Through its management company, Robert Brothers Farm, LLC, the Company entered into an Agreement to Buy and Sell dated July 9, 2021 with Greenfield Louisiana, LLC, ("Agreement to Buy and Sell"). The subject of the Agreement to Buy and Sell is +/- 154.53 acres in the Parish of St. John the Baptist in the State of Louisiana as is more fully described as:

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Signed this 4<sup>th</sup> day of January, 2022.



\_\_\_\_\_  
Gayle P. Robert, Manager and Member

**EXHIBIT 1**

**Exchange Property**

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**LEGAL DESCRIPTION OF**

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**(Formerly a portion of Whitney Plantation)**

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THENCE, S71°24'59"E-143.34' TO A POINT;  
THENCE, S71°24'59"E-110.99' TO A POINT;  
THENCE, ALONG A CURVE HAVING A RADIUS OF 981.74' AND AN ARCLNGTH OF 346.92' (CHORD BEARING S61°17'28"E-345.12') TO A POINT;  
THENCE, ALONG A CURVE HAVING A RADIUS OF 981.74' AND AN ARC LENGTH OF 430.40' (CHORD BEARING S38°36'31"E-426.96') TO A POINT;  
THENCE, S18°53'39"W-782.36' TO A POINT;  
THENCE, N54°58'55"E-23.46' TO A POINT;  
THENCE, S30°44'06"E-19.69' TO A POINT;  
THENCE, N20°04'14"E-739.46' TO A POINT;

THENCE, ALONG A CURVE HAVING A RADIUS OF 981.74' AND AN ARC LENGTH OF 32.53'  
(CHORD BEARING S21°21'48"E-32.30') TO A POINT;  
THENCE, S20°39'37"W-716.70' TO A POINT;  
THENCE, S30°44'06"E-17.39' TO A POINT;  
THENCE, N21°14'45"E-702.91' TO A POINT;  
THENCE, ALONG A CURVE HAVING A RADIUS OF 981.74' AND AN ARC LENGTH OF 32.52'  
(CHORD BEARING S17°35'29"E-32.21') TO A POINT;  
THENCE, S21°48'54"W-688.30' TO A POINT;  
THENCE, S30°44'06"E-16.43' TO A POINT;  
THENCE, N22°21'12"E-673.12' TO A POINT;  
THENCE, ALONG A CURVE HAVING A RADIUS OF 981.74' AND AN ARC LENGTH OF  
155.62' (CHORD BEARING S10°15'18"E-155.46') TO A POINT;  
THENCE, S06°18'05"E-317.74' TO A POINT;  
THENCE, ALONG A CURVE HAVING A RADIUS OF 3,214.04' AND AN ARC LENGTH OF  
2,000.74' (CHORD BEARING S11°31'55"W-1,968.59') TO A POINT;  
THENCE, S29°21'54"W-2,189.78' TO THE "POINT OF BEGINNING".

**DESCRIBED TRACT CONTAINING ±95.11 ACRES.**

**CERTIFICATE OF AUTHORITY FOR  
ROLANDTEC, LLC**

The undersigned is the Member of **ROLANDTEC, LLC** (the "Company") and acting in such capacity, hereby declares and certifies that:

1. The Company is managed by its Member, **Roland J. Robert, Jr.**, who has authority to certify the membership of any member, the authenticity of any records of the limited liability company, or the authority of any person to act on behalf of the Company.
2. Through its management company, Robert Brothers Farm, LLC, the Company entered into an Agreement to Buy and Sell dated July 9, 2021 with Greenfield Louisiana, LLC, ("Agreement to Buy and Sell"). The subject of the Agreement to Buy and Sell is +/- 154.53 acres in the Parish of St. John the Baptist in the State of Louisiana as is more fully described as:

**A CERTAIN TRACT OF LAND** situated in St. John the Baptist Parish, State of Louisiana, being a portion of lot F-1-A (east of Hwy 18), designated as **Tract F-1-A-1 (east of Hwy 18) (144.575 acres)** in accordance with the plan of resubdivision entitled "Tract F-1-A-1 & F-1-A-2, Being a resubdivision of the eastern portion of Tract F-1-A, formerly a portion of The Whitney Plantation, located in Sections 16, 17, 18, T12S-R18E, Southeastern Land District, West of the Mississippi River, St. Helena Meridian, St John the Baptist Parish for Robert Brother's Farm, LLC" made by Earles and Associates, LLC, PLS, dated July 28, 2021, approved by the St. John the Baptist Parish Counsel on the 28<sup>th</sup> day of December, 2021, via ordinance number 21-49, recorded in the official records of the Clerk and Recorder for St. John the Baptist Parish, Louisiana as Map No.

\_\_\_\_\_  
(the "Property").

3. The Company has determined that it is in its best interest to sell the Property to Greenfield Louisiana, LLC.
4. Further, as part of the consideration to be received by Company, the Company will acquire from Greenfield Louisiana, LLC a 1/6 undivided interest in 250 +/- ACRES OF LAND, more or less, situated in Section 16, 17, 18, 19, 20, 21, 56, 57, 58, 59 and 60 T12S-R18E, Southeastern Land District, West of the Mississippi, St. John the Baptist Parish, Louisiana ("Exchange Property"), all as more particularly described on **Exhibit 1** attached hereto.
5. The undersigned further certifies that either of **Donald C. Robert** or **Roland J. Robert, Jr.** are independently authorized and directed to make any decisions, execute and deliver any documents, and undertake any actions on behalf of the Company that are required to effectuate the sale of the Property to Greenfield Louisiana, LLC and accept the Exchange Property, all upon such terms and conditions as either of them, in their sole discretion, deems in the best interest of the Company.

Signed this 4<sup>th</sup> day of January, 2022.

  
\_\_\_\_\_  
Roland J. Robert, Jr., Member

**EXHIBIT 1**

**Exchange Property**

Property Conveyed to Donaldtec, LLC, Gayletec, LLC, Harry Robert Family, LLC, Roland Tec, LLC, Stephentec, LLC, A & T Robert Enterprises, LLC

**PROPERTY DESCRIPTION**

**250 +/- ACRES OF LAND**, more or less, situated in Section 16, 17, 18, 19, 20, 21, 56, 57, 58, 59 and 60 T12S-R18E, Southeastern Land District, West of the Mississippi, St. John the Baptist Parish, Louisiana, all as more particularly described as follows:

**LEGAL DESCRIPTION OF**

**(TRACT F-1-A-W)**

**(Formerly a portion of Whitney Plantation)**

COMMENCING AT A 5/8" IRON ROD LOCATED AT THE INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY OF LA HIGHWAY 18 AND THE LOWER LINE OF WHITNEY PLANTATION, THENCE S38°42'05"W-7,828.66' TO A POINT, THENCE S38°37'37"W-783.36' TO A POINT; SAID POINT BEING THE "POINT OF BEGINNING".

THENCE, S38°37'37"W-3,886.16' TO A POINT;  
THENCE, S29°36'47"W-1,944.87' TO A POINT;  
THENCE, N18°11'30"W-2,006.59' TO A POINT;  
THENCE, N46°03'18"E-856.30' TO A POINT;  
THENCE, N16°39'59"W-726.20' TO A POINT;  
THENCE, N29°21'55"E-161.88' TO A POINT;  
THENCE, N60°38'06"W-55.00' TO A POINT;  
THENCE, N29°21'54"E-318.00' TO A POINT;  
THENCE, N42°43'44"E-307.82' TO A POINT;  
THENCE, N74°36'41"E-194.74' TO A POINT;  
THENCE, S15°25'19"E-25.00' TO A POINT;  
THENCE, S74°34'41"W-3,127.00' TO THE "POINT OF BEGINNING".

**DESCRIBED TRACT CONTAINING ±155.02 ACRES.**

**LEGAL DESCRIPTION OF (TRACT F-1-D)**

**(Formerly Tracts 65-R3, 66-R3, 67-R3, 68-R3, 69-R3; Portions of Tracts 70-77; Portions of Tracts 78-R, 79-R, 83-R, 85-R, 88-R; & Portions of Sections 57 & 58)**

COMMENCING AT A 5/8" IRON ROD LOCATED AT THE INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY OF LA HIGHWAY 18 AND THE LOWER LINE OF WHITNEY PLANTATION, THENCE S55°20'30"W-9,562.47' TO A POINT LOCATED ALONG THE WESTERY RIGHT-OF-WAY OF LA HIGHWAY 3213; SAID POINT BEING THE "POINT OF BEGINNING".

THENCE, N04°34'49"E-5,139.99' TO A POINT;  
THENCE, ALONG A CURVE HAVING A RADIUS OF 514.76' AND AN ARC LENGTH OF 130.32' (CHORD BEARING S64°10'04"E-129.97') TO A POINT;  
THENCE, S71°24'59"E-143.34' TO A POINT;  
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THENCE, ALONG A CURVE HAVING A RADIUS OF 981.74' AND AN ARC LENGTH OF 430.40' (CHORD BEARING S38°36'31"E-426.96') TO A POINT;  
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THENCE, S30°44'06"E-19.69' TO A POINT;  
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THENCE, ALONG A CURVE HAVING A RADIUS OF 981.74' AND AN ARC LENGTH OF 32.53'  
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2,000.74' (CHORD BEARING S11°31'55"W-1,968.59') TO A POINT;  
THENCE, S29°21'54"W-2,189.78' TO THE "POINT OF BEGINNING".

**DESCRIBED TRACT CONTAINING ±95.11 ACRES.**

**CERTIFICATE OF AUTHORITY FOR  
STEPHENTEC, LLC**

The undersigned are the Manager and Members of **STEPHENTEC, LLC** (the "Company") and acting in such capacity, hereby declares and certifies that:

1. The Company is managed by its Manager, **Stephen A. Robert**, who has authority to certify the membership of any member, the authenticity of any records of the limited liability company, or the authority of any person to act on behalf of the Company.
2. Through its management company, Robert Brothers Farm, LLC, the Company entered into an Agreement to Buy and Sell dated July 9, 2021 with Greenfield Louisiana, LLC, ("Agreement to Buy and Sell"). The subject of the Agreement to Buy and Sell is +/- 154.53 acres in the Parish of St. John the Baptist in the State of Louisiana as is more fully described as:

**A CERTAIN TRACT OF LAND** situated in St. John the Baptist Parish, State of Louisiana, being a portion of lot F-1-A (east of Hwy 18), designated as **Tract F-1-A-1 (east of Hwy 18) (144.575 acres)** in accordance with the plan of resubdivision entitled "Tract F-1-A-1 & F-1-A-2, Being a resubdivision of the eastern portion of Tract F-1-A, formerly a portion of The Whitney Plantation, located in Sections 16, 17, 18, T12S-R18E, Southeastern Land District, West of the Mississippi River, St. Helena Meridian, St John the Baptist Parish for Robert Brother's Farm, LLC" made by Earles and Associates, LLC, PLS, dated July 28, 2021, approved by the St. John the Baptist Parish Counsel on the 28<sup>th</sup> day of December, 2021, via ordinance number 21-49, recorded in the official records of the Clerk and Recorder for St. John the Baptist Parish, Louisiana as Map No.

\_\_\_\_\_.  
(the "Property").

3. The Company has determined that it is in its best interest to sell the Property to Greenfield Louisiana, LLC.
4. Further, as part of the consideration to be received by Company, the Company will acquire from Greenfield Louisiana, LLC a 1/6 undivided interest in 250 +/- ACRES OF LAND, more or less, situated in Section 16, 17, 18, 19, 20, 21, 56, 57, 58, 59 and 60 T12S-R18E, Southeastern Land District, West of the Mississippi, St. John the Baptist Parish, Louisiana ("Exchange Property"), all as more particularly described on **Exhibit 1** attached hereto.
5. The undersigned further certifies that either of **Donald C. Robert** or **Stephen A. Robert** are independently authorized and directed to make any decisions, execute and deliver any documents, and undertake any actions on behalf of the Company that are required to effectuate the sale of the Property to Greenfield Louisiana, LLC and accept the Exchange Property, all upon such terms and conditions as either of them, in their sole discretion, deems in the best interest of the Company.

Signed this 4<sup>th</sup> day of July, 2022.

  
\_\_\_\_\_  
Stephen A. Robert, Manager and Member

  
\_\_\_\_\_  
Randi Mire Robert, Member

**EXHIBIT 1**

**Exchange Property**

Property Conveyed to Donaldtec, LLC, Gayletec, LLC, Harry Robert Family, LLC, Roland Tec, LLC, Stephentec, LLC, A & T Robert Enterprises, LLC

**PROPERTY DESCRIPTION**

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**LEGAL DESCRIPTION OF**

**(TRACT F-1-A-W)**

**(Formerly a portion of Whitney Plantation)**

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THENCE, S38°37'37"W-3,886.16' TO A POINT;  
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**DESCRIBED TRACT CONTAINING ±155.02 ACRES.**

**LEGAL DESCRIPTION OF (TRACT F-1-D)**

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THENCE, S29°21'54"W-2,189.78' TO THE "POINT OF BEGINNING".

**DESCRIBED TRACT CONTAINING ±95.11 ACRES.**

**CERTIFICATE OF AUTHORITY FOR  
DONALDTEC, LLC**

The undersigned is the Member of **DONALDTEC, LLC** (the "Company") and acting in such capacity, hereby declares and certifies that:

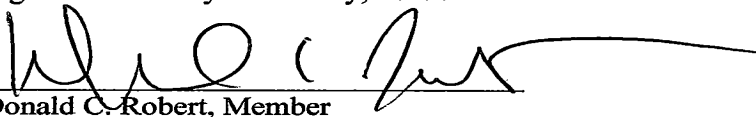
1. The Company is managed by its Member, **Donald C. Robert**, who has authority to certify the membership of any member, the authenticity of any records of the limited liability company, or the authority of any person to act on behalf of the Company.
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Signed this 4<sup>th</sup> day of January, 2022.

  
Donald C. Robert, Member

**EXHIBIT 1**

**Exchange Property**

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**PROPERTY DESCRIPTION**

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THENCE, S29°21'54"W-2,189.78' TO THE "POINT OF BEGINNING".

**DESCRIBED TRACT CONTAINING ±95.11 ACRES.**

## CERTIFICATION, AUTHORIZATION AND AGREEMENT

The undersigned hereby certify, consent and agree as follows:

1. That (a) THE FOUNDRY AT ENGINE NO. 1 LLC (the "Foundry"), a Delaware limited liability company, is the sole Manager of GREENFIELD LOUISIANA, LLC ("Louisiana"), a Delaware limited liability company, and GREENFIELD EXPORTS QOF, LLC ("Exports"), a Delaware limited liability company (Louisiana and Exports are hereinafter referred to collectively as the "Companies" or individually as a, the, each or any "Company"), (b) ADAM JOHNSON is the Chief Executive Officer of the Companies and (c) KYLE EGBERT is the Chief financial Officer of the Companies.

2. That (a) ENGINE NO. 1 LLC ("Management"), a Delaware limited liability company (formerly known as Engine No. 1 Management LLC), is the sole Managing Member of the Foundry, (b) ENGINE NO. 1 LP ("LP"), a Delaware limited partnership, is the sole Member of Management, (c) ENGINE NO. 1 GP LLC ("GP"), a Delaware limited liability company, is the sole General Partner of LP and (d) CHRISTOPHER M. JAMES is the sole Managing Member of GP.

3. That any one of ADAM JOHNSON, KYLE EGBERT or CHRISTOPHER M. JAMES, acting alone (the "Authorized Representative") be and he/she is hereby authorized and empowered (from time to time), in the name and on behalf of the Foundry, acting in its capacity as the Manager of each Company, or in the name and on behalf of each Company, acting in his capacity as an officer of such Company (as the case may be), to negotiate and make a loan or loans to borrow any sum or sums of money, in addition to any outstanding loans, in the name and on behalf of such Company, from REGIONS BANK, an Alabama state chartered bank (the "Bank"), and to arrange for the issuance by the Bank of letters of credit for account of such Company, said loan(s) to be represented by a note or notes, or other instruments or agreements, made and executed by such Company, for such amount(s), and with such maturities, and with such interest, and on such other terms, conditions, stipulations and provisions as the Authorized Representative may deem necessary, advisable, and/or proper in his/her sole and uncontrolled discretion, and to sign, execute, endorse and deliver such loan agreements, amendments to loan agreements, letter of credit agreements, promissory notes, loan documentation, renewals, modifications, extensions and other agreements and instruments relating to such loan(s) and letter(s) of credit as may be deemed necessary or required by the Bank or deemed necessary, advisable and/or proper by the Authorized Representative in his/her sole and uncontrolled discretion, which agreements and instruments shall contain such terms, conditions, stipulations and provisions as the Authorized Representative may deem necessary, advisable, and/or proper in his/her sole and uncontrolled discretion. Provided that, the aggregate outstanding principal amount of such loan(s) shall not at any one time exceed Thirty-Nine Million and 00/100 Dollars (\$39,000,000.00).

4. That in order to secure all indebtedness, obligations and liabilities of Louisiana and Exports, and of any one or more of them, to the Bank, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, incurred directly with the Bank or acquired by the Bank by purchase or assignment, including, without limitation, all loans, advances, interest, attorneys' fees, expenses of collection and costs, and further including, without limitation, all obligations to the Bank on any promissory notes, checks, overdrafts, letter-of-credit agreements, security documents, endorsements, interest rate protection agreements, continuing guaranties and loan agreements (collectively, the "Obligations"), the Authorized Representative be and he/she hereby is authorized and empowered (from time to time), in the name and on behalf of the Foundry, acting in its capacity as the Manager of each Company, or in the name and on behalf of each Company, acting in his capacity as officer of such Company (as the case may be), to grant mortgages, assignments, pledges and security interests in any (or all) of the property of such Company, and to execute and deliver in favor of the Bank any pledge agreements, assignment agreements, mortgages, deeds of trust, security agreements, financing statements and other agreements and instruments of any kind, covering any (or all) part of the property of such Company, which agreements and instruments shall contain such terms, conditions, stipulations and provisions as the Authorized Representative may deem necessary, advisable, and/or proper in his/her sole and uncontrolled discretion, including provisions for confession of judgment, waiver of appraisal, waiver of demand and all delays, and authorization of executory process proceedings, all of which are expressly consented to by such Company.



5. That the Authorized Representative be and he/she hereby is authorized, and empowered (from time to time) in the name and on behalf of the Foundry, acting in its capacity as the Manager of each Company, or in the name and on behalf of each Company, acting in his capacity as officer of such Company (as the case may be), (a) to execute and deliver a continuing guaranty whereby such Company solidarily and unconditionally guarantees the prompt payment of the Obligations, which continuing guaranty shall contain such terms, conditions, stipulations and provisions as the Authorized Representative may deem necessary, advisable, and/or proper in his/her sole and uncontrolled discretion and (b) to execute and deliver any loan agreements, amendments to loan agreements, loan documentation, modifications and other instruments and agreements, or amendments to such instruments and agreements, relating to the Obligations as may be deemed necessary or required by the Bank or deemed necessary, advisable and/or proper by the Authorized Representative in his/her sole and uncontrolled discretion, which agreements and instruments shall contain such terms, conditions, stipulations and provisions as the Authorized Representative may deem necessary, advisable, and/or proper in his/her sole and uncontrolled discretion.

6. That the Authorized Representative be and he/she is hereby authorized and empowered (from time to time) in the name and on behalf of the Foundry, acting in its capacity as the Manager of each Company, or in the name and on behalf of each Company, acting in his capacity as officer of such Company (as the case may be), to bind such Company on interest rate protection agreements in order to hedge or otherwise manage interest rate exposure in relation to liabilities of such Company, which agreements shall contain such terms, conditions, stipulations and provisions as the Authorized Representative may deem necessary, advisable, and/or proper in his/her sole and uncontrolled discretion.

7. That the Authorized Representative be and he/she hereby is authorized and empowered (from time to time) in the name and on behalf of the Foundry, acting in its capacity as the Manager of each Company, or in the name and on behalf of each Company, acting in his capacity as officer of such Company (as the case may be), to execute and deliver the above described documents with such changes, modifications, additions and deletions as he/she may in his/her sole and uncontrolled discretion approve, which changes, modifications, additions and deletions he/she is hereby authorized to make, his/her signature on any document constituting conclusive evidence of his approval thereof so that any such document shall be valid and binding on the parties thereto.

8. That acting in the name and behalf of the Foundry, acting in its capacity as the Manager of each Company, or in the name and on behalf of each Company, acting in his capacity as officer of such Company (as the case may be), the Authorized Representative be and he/she hereby is authorized and empowered (from time to time) to do any things deemed by him/her to be necessary or appropriate for the purpose of carrying out the obligations of such Company to the Bank pursuant to the above agreements and instruments, and any agreements and instruments heretofore or hereafter executed, including executing and delivering on behalf of such Company any other mortgages, deeds of trust, supplements and/or amendments to mortgages or deeds of trust, U.C.C. financing statements and amendments to financing statements, security agreements, pledge agreements, continuing guaranties, and certificates, and consenting to such stipulations, agreements and conditions as may be in his/her judgment appropriate or necessary in connection therewith, this authority being full and complete and without limit or reserve, and all acts and things heretofore done by the Authorized Representative in the premises are hereby ratified and approved and all acts and things hereafter done by the Authorized Representative in furtherance of this authority are hereby ratified and approved in advance. Any instrument or agreement executed pursuant to this paragraph or these resolutions shall contain such terms, conditions, stipulations and provisions as the Authorized Representative may deem necessary, advisable, and/or proper in his/her sole and uncontrolled discretion.

9. That the Authorized Representative be and he/she is hereby authorized and empowered (from time to time), in the name and on behalf of the Foundry, acting in its capacity as the Manager of Louisiana, to: (a) to purchase the Designated Immovable Property, in the name and on behalf of Louisiana, from ROBERT BROTHERS FARM, LLC, or any other owner(s) thereof, for such price and upon such other terms, conditions, stipulations and provisions as he/she may in his sole and uncontrolled discretion deem necessary, proper, and/or advisable and (b) to execute acts of sale and acts of assignment, containing such terms, conditions, stipulations and provisions as he/she may, in his sole and uncontrolled discretion, deem necessary, proper, and/or advisable, to remit or receive the purchase price, to pay customary closing costs, and to enter into any other agreements, containing such terms, conditions, stipulations and provisions, and to do and perform any and all other acts, which he/she may, in his sole and uncontrolled

discretion, deem necessary, proper, and/or advisable in connection with or relating to such purchase of the Designated Immovable Property. As used herein, "Designated Immovable Property" shall mean Tract F-1-A-1, located in Sections 16, 17 and 18, T12S-R18E, Southeastern Land District, West of the Mississippi, St. John the Baptist Parish, Louisiana, owned by Robert Brothers Farm, LLC, now or formerly.

10. That the execution, delivery and performance by each Company of the instruments and agreements described in this Certification, Authorization and Agreement are in the best interest of such Company and are necessary and/or proper to carry out the business and purpose of such Company.

11. That (a) the Certificate of Formation of Louisiana recorded with the Secretary of State of Delaware on April 22, 2020, has not been terminated, amended or modified and is in full force and effect, (b) the Limited Liability Agreement of Louisiana, dated July 2, 2020, has not been terminated, amended or modified and is in full force and effect, (c) the Certificate of Formation of Exports recorded with the Secretary of State of Delaware on April 22, 2020, has not been terminated, amended or modified and is in full force and effect, (d) the Limited Liability Agreement of Exports, dated April 22, 2020, has not been terminated, amended or modified and is in full force and effect, (e) the Certificate of Amendment of the Formation of Management recorded with the Secretary of State of Delaware on December 2, 2020, has not been terminated, amended or modified and is in full force and effect, (f) the Limited Liability Agreement of Management, dated November 19, 2020, has not been terminated, amended or modified and is in full force and effect, (g) the Certificate of Formation of Foundry recorded with the Secretary of State of Delaware on November 13, 2020, has not been terminated, amended or modified and is in full force and effect, (h) the Limited Liability Agreement of Foundry, dated November 12, 2020, has not been terminated, amended or modified and is in full force and effect, (i) the Certificate of Statutory Public Benefit Limited Partnership of LP, recorded with the Secretary of State of Delaware on October 20, 2020, has not been terminated, amended or modified and is in full force and effect, (j) the Limited Partnership Agreement of LP, dated October 20, 2020, has not been terminated, amended or modified and is in full force and effect, (k) the Certificate of Formation of GP recorded with the Secretary of State of Delaware on October 20, 2020, has not been terminated, amended or modified and is in full force and effect and (l) the Limited Liability Agreement of GP, dated October 20, 2020, has not been terminated, amended or modified and is in full force and effect

12. That Christopher M. James is authorized to execute and deliver this Certification, Authorization and Agreement as Managing Member in the name and on behalf of GP, as General Partner of LP as sole Member of Management as the sole Managing Member of Foundry.

13. That the authorizations contained herein have been adopted in compliance with the organizational documents of each Company, Foundry, Management, LP and GP and are in full force and effect, the Authorized Representative is duly authorized and empowered to take any of the actions described in this Certification, Authorization and Agreement, and no further consent or approval of any member or other person is necessary in order for the Authorized Representative to take any of the actions described in this Certification, Authorization and Agreement.

14. That, subject to the limitation on indebtedness set forth in paragraph 3 of this Certification, Authorization and Agreement, the foregoing authorizations shall not be deemed to terminate or revoke any authorizations that were previously adopted with respect to any of the Companies relating to the Bank or any actions or transactions relating to the Bank or the purchase of any property.

15. That the Bank shall be entitled to rely on the authority granted herein and on the certifications contained herein unless and until written instructions to the contrary are delivered to the Bank by any Company.

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16. That this Certification, Authorization and Agreement may be signed in counterparts (which may include counterparts delivered by any standard form of telecommunication), each of which shall be an original and all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including via www.docusign.com and any other electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Louisiana Uniform Electronic Transactions Act or other applicable Law) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.


Executed as of the 5<sup>th</sup> day of January, 2022.

THE FOUNDRY AT ENGINE NO. 1 LLC

By: ENGINE NO. 1 LLC  
Its Sole Managing Member

By: ENGINE NO. 1 LP  
Its Sole Member

By: ENGINE NO. 1 GP LLC  
Its sole General Partner

By:   
\_\_\_\_\_  
Christopher M. James  
Its Managing Member

4883-9902-2088, v. 2

**EXHIBIT A**

Property Conveyed to Greenfield Louisiana LLC.

**Parcel 1**

**A CERTAIN TRACT OF LAND** situated in St. John the Baptist Parish, State of Louisiana, being a portion of lot F-1-A (east of Hwy 18), designated as **Tract F-1-A-1 (east of Hwy 18) (144.575 acres)** in accordance with the plan of resubdivision entitled "Tract F-1-A-1 & F-1-A-2, Being a resubdivision of the eastern portion of Tract F-1-A, formerly a portion of The Whitney Plantation, located in Sections 16, 17, 18, T12S-R18E, Southeastern Land District, West of the Mississippi River, St. Helena Meridian, St John the Baptist Parish for Robert Brother's Farm, LLC" made by Earles and Associates, LLC, PLS, dated December 16, 2021, approved by the St. John the Baptist Parish Counsel on the 28<sup>th</sup> day of December, 2021, via ordinance number 21-49, recorded in the official records of the Clerk and Recorder for St. John the Baptist Parish, Louisiana. In accordance with the survey of Leonard P. Chauvin, PLS, dated January 4, 2022 revised January 5, 2022, attached hereto, Tract F-1-A-1 is more particularly described as follows:

COMMENCING AT A 1/2" IRON ROD AT THE INTERSECTION OF THE LOWER LINE OF THE WHITNEY PLANTATION AND THE EASTERLY RIGHT OF WAY LINE OF LA. HWY 18; THENCE N36°28'14"W-695.47' TO A POINT ON THE RIGHT WAY; THENCE N30°52'13"W-423.55' TO A 1/2" IRON PIPE ON THE RIGHT OF WAY; THENCE N38°42'51"E-667.85' TO A 1/2" IRON PIPE, SAID 1/2" IRON PIPE BEING THE POINT OF BEGINNING;

THENCE, N31°28'09"W-1081.54' TO A POINT;

THENCE, N28°47'57"W-2892.47' TO A POINT;

THENCE, N48°17'52"W-310.72' TO A POINT;

THENCE, N51°23'27"W-102.23' TO A POINT;

THENCE, N64°33'59"W-186.80' TO A POINT;

THENCE, N75°17'35"W-804.43' TO A POINT;

THENCE, S85°18'12"W-259.56' TO A POINT;

THENCE, ALONG A CURVE HAVING A RADIUS OF 413.97' AND AN ARC LENGTH OF 51.28' (CHORD BEARING N89°03'14"W-51.25') TO A POINT;

THENCE, S87°24'06"W-23.05 TO A POINT;

THENCE, N22°21'58"E-297.17' TO A POINT;

THENCE, S87°07'15"E-200.80' TO A POINT;

THENCE, N23°54'41"E-145.70' TO A POINT;

THENCE, S87°39'15"E-136.75' TO A POINT;

THENCE, S84°19'23"E-315.84' TO A POINT;

THENCE, S71°19'22"E-252.24' TO A POINT;

THENCE, S63°33'22"E-228.97' TO A POINT;

THENCE, S59°30'38"E-443.20' TO A POINT;

THENCE, S63°29'37"E-458.81' TO A POINT;

THENCE, S60°43'07"E-448.80' TO A POINT;

THENCE, S58°39'40"E-879.01' TO A POINT;

THENCE, S59°23'40"E-221.38' TO A POINT;

THENCE, S51°40'52"E-1045.77' TO A POINT;

THENCE, S58°55'38"E-220.51' TO A POINT;

THENCE, S52°47'16"E-210.95' TO A POINT;

THENCE, S48°55'56"E-205.50' TO A POINT;  
THENCE, S57°42'36"E-218.41' TO A POINT;  
THENCE, S60°04'17"E-222.71' TO A POINT;  
THENCE, S39°10'33"E-84.99' TO A POINT;  
THENCE, S44°33'48"W-2289.92' TO THE POINT OF BEGINNING;

DESCRIBED TRACT CONTAINING 144.575 ACRES.

Said Property is subject to the servitudes granted herein.

And

**Parcel 2**

**ALL RIGHTS TITLE AND INTEREST TO** a non-exclusive, thirty (30') foot, predial servitude of passage on, over and across that portion of Tract BZ-1-A lying between La. Hwy 18 and the Lafourche Levee District (above New Orleans) R.O.W. and shown as a "30' Private Servitude of Passage" and being dedicated for the benefit of and in favor of the Dominant Estate, being that portion of tract F-1-A lying between the Lafourche Levee District (above New Orleans) R.O.W. and the Mississippi River known as the "batture" as more fully shown according to the "Plat of resubdivision of Tract BZ-1 & F-1 of the Whitney Plantation into Tract BZ-1 & Tract F-1-A located in Section 16, 17, & 18, T12S-R18E, Southeastern Land District, west of the Mississippi River, St. John the Baptist Parish, Louisiana Section 16, T6S-R4E, G.L.D., Livingston Parish, Louisiana for Formosa Chemicals & Fibre Corporation, America" prepared by Cletus Laglois, P.L.S. of Patin Engineers and Surveyors, Inc., dated November 8, 2006, a copy of which is recorded in the official records of the Clerk and Recorder for St. John the Baptist Parish, Louisiana as Entry No. Map 751. Servitude created in the act of sale from Formosa Chemicals & Fibre Corporation, America to Whitney heritage Plantation Corporation, recorded under instrument number 270982 in the conveyance records for the Parish of St. John the Baptist.

**EXHIBIT B**

**EXCEPTIONS:**

1. Servitudes, rights of way, encroachments, setbacks and other matters shown on that certain resubdivision survey approved by act recorded under COB 270883, Map No. 749.
2. Discrepancies or shortage in the square footage, acreage or area of the land.
3. Farming Lease Agreement with M. Hymel Sons, Inc., dated March 30, 2010, recorded at Entry No. 299260.
4. Right of Way, dated May 6, 2008, in favor of Entergy Louisiana, LLC, recorded at Entry No. 285323.
5. Reservation of mineral rights by Formosa Chemicals & Fibre Corporation, America, by act dated November 30, 2006, recorded at Entry No. 270981.
6. Geophysical Permit by Formosa Chemicals & Fibre Corporation, America and BTA Oil Producers, recorded at Entry No. 264872.
7. Hunting Lease, dated November 1, 1996, in favor of Michael Kliebert, recorded at Entry No. 177763.
8. Right of way for Louisiana Hwy. 18.
9. Navigation servitudes and all of the statutory and regulatory rights and powers of the United States Government and the State of Louisiana over the Mississippi River and its banks extending to the ordinary high water line thereof and which may be exercised without obligation to the riparian owner, including the right of appropriation and expropriation for the construction and maintenance of levees.
10. Any erosion, dereliction or accretion or any change in the bed line of the Mississippi River and any servitude or servitudes in favor of any state, federal, parochial or municipal board or body or individual over the banks thereof. Ownership of any permanently attached fixtures which are located south of the northern toe of the Mississippi River levee system.
11. Any adverse claim based upon the assertion that:  
Some portion of the land is tide or submerged land, or has been created by artificial means or has accreted to such portion so created.  
Some portion of the land has been brought within the boundaries thereof by an avulsive movement of the Mississippi River or has been formed by accretion to any such portion.  
Some portion of the land is now or at any time has been below the ordinary high water mark of the Mississippi River.  
Applicable state or federal laws or regulations and the rights, public and private, of the State of Louisiana and the federal government in and to the waters of the Mississippi River (and land under the waters) abutting and/or flowing over the premises now or formerly.  
The rights of the United States of America, State of Louisiana or any of their departments to establish, change, alter, regulate or control the use of piers, bulkheads, land under water and land adjacent thereto.  
Riparian rights, batture or littoral rights, rights of accretion or dereliction, and the rights of the public to use the banks, levees and abutting land for passage, stopping, drying nets or otherwise.
12. Servitudes, set backs, right of ways, encroachments and other matters applicable to the Property shown on survey by Leonard J. Chauvin, P.S., P.L.S., dated January 4, 2022 revised January 5, 2022, annexed hereto and made a part hereof.

**EXHIBIT C**

**Exchange Property**

Property Conveyed to Donaldtec, LLC, Gayletec, LLC, Harry Robert Family, LLC, Roland Tec, LLC, Stephentec, LLC, A & T Robert Enterprises, LLC

**PROPERTY DESCRIPTION**

**250 +/- ACRES OF LAND**, more or less, situated in Section 16, 17, 18, 19, 20, 21, 56, 57, 58, 59 and 60 T12S-R18E, Southeastern Land District, West of the Mississippi, St. John the Baptist Parish, Louisiana, all as more particularly described as follows:

**LEGAL DESCRIPTION OF**

**(TRACT F-1-A-W)**

**(Formerly a portion of Whitney Plantation)**

COMMENCING AT A 5/8" IRON ROD LOCATED AT THE INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY OF LA HIGHWAY 18 AND THE LOWER LINE OF WHITNEY PLANTATION, THENCE S38°42'05"W-7,828.66' TO A POINT, THENCE S38°37'37"W-783.36' TO A POINT; SAID POINT BEING THE "POINT OF BEGINNING".

THENCE, S38°37'37"W-3,886.16' TO A POINT;  
THENCE, S29°36'47"W-1,944.87' TO A POINT;  
THENCE, N18°11'30"W-2,006.59' TO A POINT;  
THENCE, N46°03'18"E-856.30' TO A POINT;  
THENCE, N16°39'59"W-726.20' TO A POINT;  
THENCE, N29°21'55"E-161.88' TO A POINT;  
THENCE, N60°38'06"W-55.00' TO A POINT;  
THENCE, N29°21'54"E-318.00' TO A POINT;  
THENCE, N42°43'44"E-307.82' TO A POINT;  
THENCE, N74°36'41"E-194.74' TO A POINT;  
THENCE, S15°25'19"E-25.00' TO A POINT;  
THENCE, S74°34'41"W-3,127.00' TO THE "POINT OF BEGINNING".

**DESCRIBED TRACT CONTAINING ±155.02 ACRES.**

**LEGAL DESCRIPTION OF (TRACT F-1-D)**

**(Formerly Tracts 65-R3, 66-R3, 67-R3, 68-R3, 69-R3: Portions of Tracts 70-77; Portions of Tracts 78-R, 79-R, 83-R, 85-R, 88-R; & Portions of Sections 57 & 58)**

COMMENCING AT A 5/8" IRON ROD LOCATED AT THE INTERSECTION OF THE SOUTHERN RIGHT-OF-WAY OF LA HIGHWAY 18 AND THE LOWER LINE OF WHITNEY PLANTATION, THENCE S55°20'30"W-9,562.47' TO A POINT LOCATED ALONG THE WESTERLY RIGHT-OF-WAY OF LA HIGHWAY 3213; SAID POINT BEING THE "POINT OF BEGINNING".

THENCE, N04°34'49"E-5,139.99' TO A POINT;  
THENCE, ALONG A CURVE HAVING A RADIUS OF 514.76' AND AN ARC LENGTH OF 130.32' (CHORD BEARING S64°10'04"E-129.97') TO A POINT;  
THENCE, S71°24'59"E-143.34' TO A POINT;  
THENCE, S71°24'59"E-110.99' TO A POINT;  
THENCE, ALONG A CURVE HAVING A RADIUS OF 981.74' AND AN ARCLNGTH OF 346.92' (CHORD BEARING S61°17'28"E-345.12') TO A POINT;  
THENCE, ALONG A CURVE HAVING A RADIUS OF 981.74' AND AN ARC LENGTH OF 430.40' (CHORD BEARING S38°36'31"E-426.96') TO A POINT;  
THENCE, S18°53'39"W-782.36' TO A POINT;  
THENCE, N54°58'55"E-23.46' TO A POINT;  
THENCE, S30°44'06"E-19.69' TO A POINT;  
THENCE, N20°04'14"E-739.46' TO A POINT;  
THENCE, ALONG A CURVE HAVING A RADIUS OF 981.74' AND AN ARC LENGTH OF 32.53' (CHORD BEARING S21°21'48"E-32.30') TO A POINT;  
THENCE, S20°39'37"W-716.70' TO A POINT;  
THENCE, S30°44'06"E-17.39' TO A POINT;  
THENCE, N21°14'45"E-702.91' TO A POINT;  
THENCE, ALONG A CURVE HAVING A RADIUS OF 981.74' AND AN ARC LENGTH OF 32.52' (CHORD BEARING S17°35'29"E-32.21') TO A POINT;  
THENCE, S21°48'54"W-688.30' TO A POINT;  
THENCE, S30°44'06"E-16.43' TO A POINT;  
THENCE, N22°21'12"E-673.12' TO A POINT;  
THENCE, ALONG A CURVE HAVING A RADIUS OF 981.74' AND AN ARC LENGTH OF 155.62' (CHORD BEARING S10°15'18"E-155.46') TO A POINT;  
THENCE, S06°18'05"E-317.74' TO A POINT;

THENCE, ALONG A CURVE HAVING A RADIUS OF 3,214.04' AND AN ARC LENGTH OF  
2,000.74' (CHORD BEARING S11°31'55"W-1,968.59') TO A POINT;  
THENCE, S29°21'54"W-2,189.78' TO THE "POINT OF BEGINNING".

**DESCRIBED TRACT CONTAINING ±95.11 ACRES.**



**EXHIBIT "D"**

**Exceptions:**

1. Discrepancies or shortage in the square footage, acreage, or area of the land.
2. Pipeline Right-of-Way, Servitude and Easement in favor of Cypress Gas Pipeline, L.L.C., dated 6-30-1999, recorded at Entry No. 200383.
3. Reservation of mineral rights in the act recorded at Entry No. 270981.
4. Pipeline Right-of-Way, Servitude and Easement in favor of Monterey Pipeline Company, dated 10-29-1992, recorded at Entry No. 147506.
5. Right of Way in favor of Entergy Louisiana, LLC, recorded at Entry No. 285323.
6. Farming Lease Agreement with M. Hymel Sons, Inc., dated March 30, 2010, recorded at Entry No. 299260.
7. Hunting Lease in favor of Michael Kliebert, recorded at Entry No. 177763.
8. Geophysical Permit by Formosa Chemicals & Fibre Corporation, America and BTA Oil Producers, recorded at Entry No. 264872.
9. Right of way agreement dated May 21, 1959 granted by Whitney Plantation Inc., to Monterey Pipeline Company, for a pipeline for oil, gas, petroleum products or other liquid or gaseous substances recorded in COB 41, folio 483 Entry No. 20297.
10. General Permit granted to Southern Bell Telephone and Telegraph Company, recorded at COB
11. Right of way Agreement to Monterey Oil Company for a 20 foot permanent right of way for a pipeline and road by act recorded in COB 41, page 405.
12. Servitude for electric transmission lines granted to Louisiana Power and Light Company recorded under Entry No. 3041.
13. Servitude for electric transmission lines granted to Louisiana Power and Light Company, recorded under Entry No. 3035.
14. Oil, Gas and Mineral Lease with Texaco, Inc., dated October 1, 1951, recorded at COB 23, folio 124, Entry No. 12287.
15. Servitudes, set backs, right of ways, encroachments and other matters showing on survey by Leonard J. Chauvin, Jr. P.E, P.L.S., dated July 7, 2021, recorded with the Act of Cash sale between Greenfield Louisiana LLC and Donaldtec LLC et al, under instrument number 381724 in the records for the Parish of St. John the Baptist.