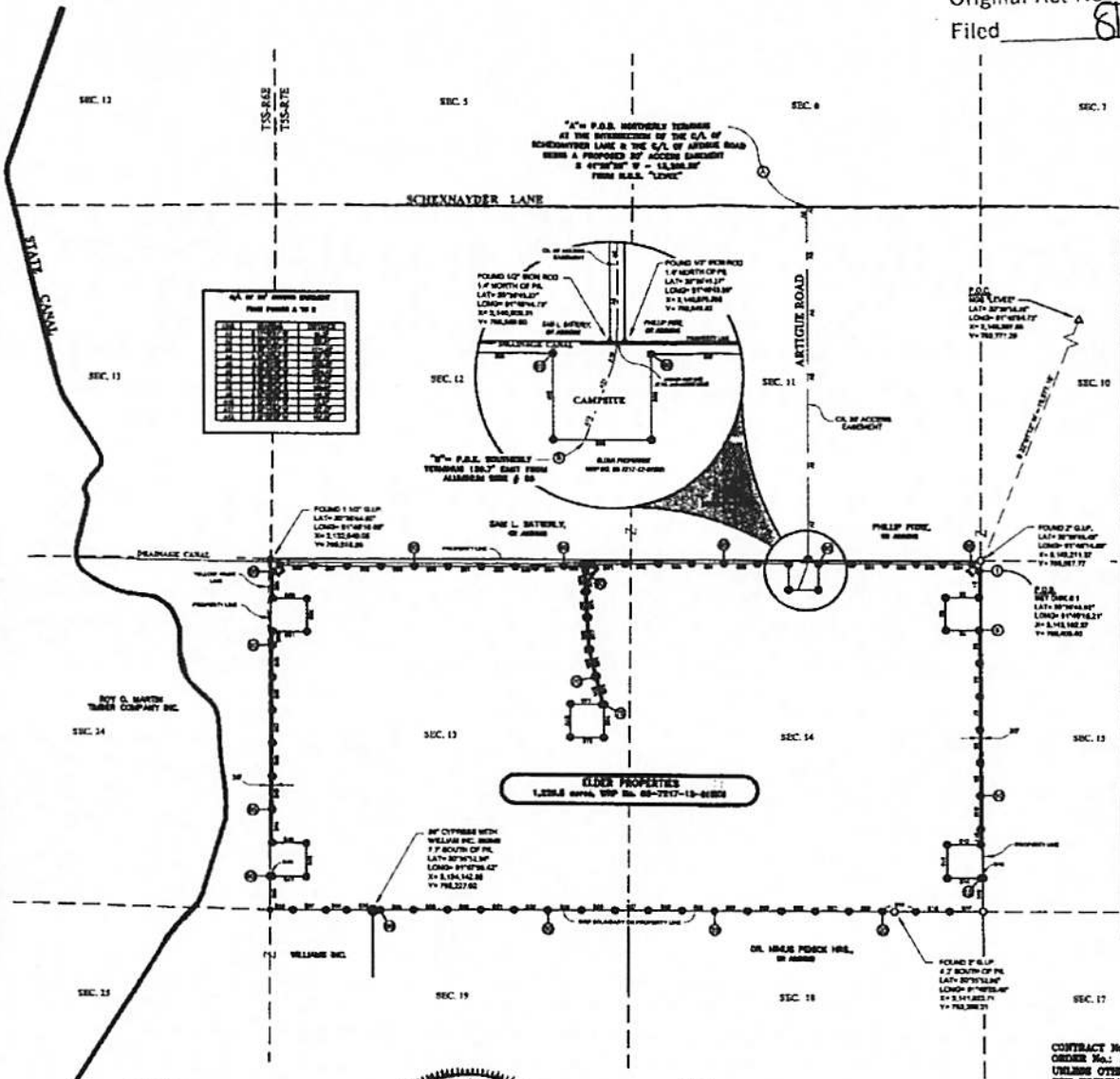


GEODETIC ORIENTATION DERIVED FROM GPS OBSERVATIONS MADE AT THE PROJECT LOCATION. COORDINATE DATA ARE BASED ON THE LOUISIANA COORDINATE SYSTEM OF 1983, HARN DATUM, SOUTH ZONE, U.S. SURVEY FOOT.

ST. LANDRY PARISH, LOUISIANA  
SECTIONS 13 & 14, T55-R7E

This plat was attached to  
Original Act No. 1095742  
Filed 8/30/13

SECTION	ROW	COL	OWNER	PROPERTY TYPE	ACRES
13	1	1	WELFARE INC.	AGRICULTURE	40.00
	1	2	WELFARE INC.	AGRICULTURE	40.00
	1	3	WELFARE INC.	AGRICULTURE	40.00
	1	4	WELFARE INC.	AGRICULTURE	40.00
	1	5	WELFARE INC.	AGRICULTURE	40.00
	1	6	WELFARE INC.	AGRICULTURE	40.00
	1	7	WELFARE INC.	AGRICULTURE	40.00
	1	8	WELFARE INC.	AGRICULTURE	40.00
	1	9	WELFARE INC.	AGRICULTURE	40.00
	1	10	WELFARE INC.	AGRICULTURE	40.00
	1	11	WELFARE INC.	AGRICULTURE	40.00
	1	12	WELFARE INC.	AGRICULTURE	40.00
	1	13	WELFARE INC.	AGRICULTURE	40.00
	1	14	WELFARE INC.	AGRICULTURE	40.00
	1	15	WELFARE INC.	AGRICULTURE	40.00
	1	16	WELFARE INC.	AGRICULTURE	40.00
	1	17	WELFARE INC.	AGRICULTURE	40.00
	1	18	WELFARE INC.	AGRICULTURE	40.00
	1	19	WELFARE INC.	AGRICULTURE	40.00
	1	20	WELFARE INC.	AGRICULTURE	40.00
	1	21	WELFARE INC.	AGRICULTURE	40.00
	1	22	WELFARE INC.	AGRICULTURE	40.00
	1	23	WELFARE INC.	AGRICULTURE	40.00
	1	24	WELFARE INC.	AGRICULTURE	40.00
1	25	WELFARE INC.	AGRICULTURE	40.00	
1	26	WELFARE INC.	AGRICULTURE	40.00	
1	27	WELFARE INC.	AGRICULTURE	40.00	
1	28	WELFARE INC.	AGRICULTURE	40.00	
1	29	WELFARE INC.	AGRICULTURE	40.00	
1	30	WELFARE INC.	AGRICULTURE	40.00	
1	31	WELFARE INC.	AGRICULTURE	40.00	
1	32	WELFARE INC.	AGRICULTURE	40.00	
1	33	WELFARE INC.	AGRICULTURE	40.00	
1	34	WELFARE INC.	AGRICULTURE	40.00	
1	35	WELFARE INC.	AGRICULTURE	40.00	
1	36	WELFARE INC.	AGRICULTURE	40.00	
1	37	WELFARE INC.	AGRICULTURE	40.00	
1	38	WELFARE INC.	AGRICULTURE	40.00	
1	39	WELFARE INC.	AGRICULTURE	40.00	
1	40	WELFARE INC.	AGRICULTURE	40.00	
1	41	WELFARE INC.	AGRICULTURE	40.00	
1	42	WELFARE INC.	AGRICULTURE	40.00	
1	43	WELFARE INC.	AGRICULTURE	40.00	
1	44	WELFARE INC.	AGRICULTURE	40.00	
1	45	WELFARE INC.	AGRICULTURE	40.00	
1	46	WELFARE INC.	AGRICULTURE	40.00	
1	47	WELFARE INC.	AGRICULTURE	40.00	
1	48	WELFARE INC.	AGRICULTURE	40.00	
1	49	WELFARE INC.	AGRICULTURE	40.00	
1	50	WELFARE INC.	AGRICULTURE	40.00	



WRP EASEMENT PERIMETER DATA

1	1.00	100.00
2	1.00	100.00
3	1.00	100.00
4	1.00	100.00
5	1.00	100.00
6	1.00	100.00
7	1.00	100.00
8	1.00	100.00
9	1.00	100.00
10	1.00	100.00
11	1.00	100.00
12	1.00	100.00
13	1.00	100.00
14	1.00	100.00
15	1.00	100.00
16	1.00	100.00
17	1.00	100.00
18	1.00	100.00
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22	1.00	100.00
23	1.00	100.00
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25	1.00	100.00
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29	1.00	100.00
30	1.00	100.00
31	1.00	100.00
32	1.00	100.00
33	1.00	100.00
34	1.00	100.00
35	1.00	100.00
36	1.00	100.00
37	1.00	100.00
38	1.00	100.00
39	1.00	100.00
40	1.00	100.00
41	1.00	100.00
42	1.00	100.00
43	1.00	100.00
44	1.00	100.00
45	1.00	100.00
46	1.00	100.00
47	1.00	100.00
48	1.00	100.00
49	1.00	100.00
50	1.00	100.00



VICINITY MAP  
SCALE 1" = 4000'

STATE OF LOUISIANA  
JOHN C. MATTHEY  
REG. NO. 4710  
REGISTERED PROFESSIONAL LAND SURVEYOR

T. BAKER SMITH 1913  
A CENTURY OF SOLUTIONS  
412 Soak Vase Ave., Hahn, LA 70353  
981.588.1070 - tb.smith.com

CONTRACT NO. 65-7217-C-05-0018  
ORDER NO. 65-7217-D-15-0005  
UNLESS OTHERWISE NOTED, "U" SHAPED PEGS POST, GRIVEN IN COLOR, WITH WRP BOUNDARY SIZES, SET AS WITNESS POST, PLACE ON MONITOR ONE FOOT FROM ALL CORNERS, POUNDS OR SET, ALONG WRP BOUNDARIES, EXCEPT FOR NATURAL AND MAN-MADE BOUNDARIES SUCH AS RIVERS, CREEKS, RAYON, STREAMS, DRAINAGE CANALS, DITCHES, ROADS, ETC. ALSO, "U" SHAPED PEGS, PLACE POST WITH WRP BOUNDARY SIZE SET ALONG STRAIGHT TANGENTS OF WRP BOUNDARY, MAXIMUM SPACING BETWEEN POSTS 50 FT.

FILE NAME: 13082841.dwg  
TBN NO.: 2012.0625  
DATE: 10/29/13  
PLOT SCALE: 1"=100'  
DRAWN BY: PSM  
APPROVED: JCM  
MAP NO.

NATURAL RESOURCES CONSERVATION SERVICE  
MAP OF SURVEY SHOWING A TRACT CONTAINING  
1,226.5 ACRES, WRP NO. 65-7217-12-015KH  
PREPARED FOR ELDER PROPERTIES  
LOCATED IN SEC. 13 & 14, T55-R7E  
ST. LANDRY PARISH, LOUISIANA

SHEET NO.  
1  
OF  
1

NOTES:


SUBSURFACE MINERAL EXPLORATION AND REMOVAL ACTIVITIES IN REFERENCE TO OIL AND GAS WITHIN THE BOUNDARIES OF THE EASEMENT AREA MAY BE AUTHORIZED BY NRCS IN ACCORDANCE WITH A PLAN AS DEVELOPED BY THE LANDOWNER, NRCS AND USFWS. THE PLAN WILL CONTAIN PROVISIONS WHICH MINIMIZE ADVERSE IMPACTS TO THE WETLAND FUNCTIONS AND VALUES AND WILL BE IN COMPLIANCE WITH ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS GOVERNING THE DISTURBANCE OF A WETLAND.

**EXHIBIT "C"**

Trimble  
Processing - Trimble Geomatics Office (TGO) v. 1.63  
Downloading - Trimble Data Transfer v. 1.47

NEI

RTK Unit - Trimble GPS GNS Total Station

TSC2 Collector

Survey Controller Software

Antenna: R8 - Model 2

Autocad Map 3D 2011

Carlson Survey 2011

**EXHIBIT "B"**

**LEGAL DESCRIPTION OF  
WRP NO. 66-7217-12-01SKH  
30' ACCESS EASEMENT  
SITUATED IN SECTION 11 & 14, T5S-R7E  
ST. LANDRY PARISH, LOUISIANA**

Commencing at N.G.S. monument "LBVEB" having Louisiana State Plane Coordinates of  $X = 3,149,397.56$  and  $Y = 783,771.29$ , said point being the Point of Commencement; thence,  $S 41^{\circ}29'20''$  W a distance of 13,209.38 feet to Point A, being the Point of Beginning of the intersection of the centerline of Schexnayder Lane and the centerline of Artigue Road being a proposed 30' access easement, and being the northerly terminus within described centerline of access route;

S  $11^{\circ}42'51''$  W a distance of 83.28 feet;

S  $00^{\circ}01'27''$  W a distance of 108.81 feet;

S  $00^{\circ}14'21''$  E a distance of 1111.48 feet;

S  $00^{\circ}02'54''$  W a distance of 567.70 feet;

S  $00^{\circ}01'32''$  E a distance of 1365.98 feet;

S  $00^{\circ}00'19''$  W a distance of 1294.42 feet;

S  $00^{\circ}19'40''$  E a distance of 540.43 feet;

S  $00^{\circ}08'24''$  E a distance of 159.54 feet;

S  $02^{\circ}43'00''$  W a distance of 143.23 feet;

S  $13^{\circ}26'21''$  W a distance of 73.81 feet;

S  $20^{\circ}14'54''$  W a distance of 157.47 feet;

S  $20^{\circ}35'39''$  W a distance of 192.02 feet to Point B, being the southerly terminus 139.7 feet east

from set aluminum disk #86.

Thence, N 89°43'58" E a distance of 398.53 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,142,646.61 and Y = 768,500.94;

Thence, N 89°43'58" E a distance of 435.13 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,143,081.74 and Y = 768,502.97;

Thence, S 45°16'29" E a distance of 141.50 feet to the Point of Beginning containing 1,226.5 acres.

All is more fully shown on a plat prepared by T. Baker Smith entitled "Natural Resources Conservation Service - Map of Survey Showing a Tract Containing 1,226.5 Acres WRP No. 66-7217-12-015KH Prepared for Elder Properties Located in Sections 13 & 14, T5S-R7E, St. Landry Parish, Louisiana" dated January 25, 2013.

All bearing, distances, and coordinates are based on Louisiana Coordinate System, South Zone (HARN Datum).

January 25, 2013

*John C. Mattingly*



Thence, N 03°06'53" W a distance of 482.53 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,137,346.91 and Y = 767,658.74;

Thence, N 03°06'53" W a distance of 404.74 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,137,324.92 and Y = 768,062.88;

Thence, N 03°06'53" W a distance of 289.09 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,137,309.21 and Y = 768,351.54;

Thence, N 39°50'00" E a distance of 138.39 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,137,397.86 and Y = 768,457.82;

Thence, N 88°01'21" E a distance of 499.98 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,137,897.54 and Y = 768,475.07;

Thence, N 89°14'01" E a distance of 500.02 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,138,397.51 and Y = 768,481.76;

Thence, N 89°25'44" E a distance of 500.00 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,138,897.48 and Y = 768,486.74;

Thence, N 89°49'45" E a distance of 500.01 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,139,397.49 and Y = 768,488.23;

Thence, N 89°42'40" E a distance of 500.02 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,139,897.51 and Y = 768,490.75;

Thence, N 89°45'26" E a distance of 452.91 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,140,350.41 and Y = 768,492.67;

Thence, S 00°16'02" E a distance of 389.20 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,140,352.23 and Y = 768,103.47;

Thence, N 89°44'42" E a distance of 438.22 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,140,790.45 and Y = 768,105.42;

Thence, N 00°15'54" W a distance of 386.86 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,140,788.66 and Y = 768,492.28;

Thence, N 89°43'58" E a distance of 499.91 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,141,288.56 and Y = 768,494.61;

Thence, N 89°43'58" E a distance of 500.10 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,141,788.66 and Y = 768,496.94;

Thence, N 89°43'58" E a distance of 459.43 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,142,248.08 and Y = 768,499.09;

Thence, S 89°42'52" E a distance of 499.98 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,135,769.55 and Y = 768,412.61;

Thence, N 89°48'34" E a distance of 499.98 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,136,269.52 and Y = 768,414.27;

Thence, S 89°41'53" E a distance of 297.47 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,136,566.99 and Y = 768,412.70;

Thence, N 86°56'21" E a distance of 419.04 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,136,985.43 and Y = 768,435.08;

Thence, N 87°07'26" E a distance of 288.76 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,137,273.83 and Y = 768,449.57;

Thence, S 03°06'53" E a distance of 400.00 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,137,295.56 and Y = 768,050.15;

Thence, S 03°06'53" E a distance of 389.47 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,137,316.72 and Y = 767,661.26;

Thence, S 03°06'53" E a distance of 489.58 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,137,343.33 and Y = 767,172.40;

Thence, S 14°06'37" E a distance of 422.04 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,137,446.22 and Y = 766,763.10;

Thence, S 14°06'37" E a distance of 432.95 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,137,551.76 and Y = 766,343.21;

Thence, N 89°45'28" W a distance of 469.03 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,137,082.73 and Y = 766,345.19;

Thence, S 00°14'31" W a distance of 500.00 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,137,080.62 and Y = 765,845.20;

Thence, S 89°45'29" E a distance of 500.00 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,137,580.62 and Y = 765,843.09;

Thence, N 00°14'31" E a distance of 500.00 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,137,582.73 and Y = 766,343.08;

Thence, N 14°06'37" W a distance of 442.53 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,137,474.85 and Y = 766,772.26;

Thence, N 14°06'37" W a distance of 417.25 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,137,373.12 and Y = 767,176.92;

Thence, N 00°14'19" E a distance of 500.03 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,132,656.33 and Y = 765,229.68;

Thence, N 00°14'19" E a distance of 499.98 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,132,658.42 and Y = 765,729.66;

Thence, N 00°14'19" E a distance of 500.01 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,132,660.50 and Y = 766,229.66;

Thence, N 00°14'19" E a distance of 499.94 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,132,662.58 and Y = 766,729.60;

Thence, N 00°14'19" E a distance of 484.11 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,132,664.60 and Y = 767,213.71;

Thence, N 00°14'19" E a distance of 208.01 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,132,665.46 and Y = 767,421.71;

Thence, S 89°45'41" E a distance of 500.00 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,133,165.46 and Y = 767,419.63;

Thence, N 00°14'19" E a distance of 500.00 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,133,167.54 and Y = 767,919.62;

Thence, N 89°45'41" W a distance of 500.00 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,132,667.54 and Y = 767,921.71;

Thence, N 00°14'19" E a distance of 400.06 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,132,669.21 and Y = 768,321.76;

Thence, N 44°51'36" E a distance of 142.37 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,132,769.64 and Y = 768,422.68;

Thence, S 89°30'27" E a distance of 500.00 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,133,269.61 and Y = 768,418.39;

Thence, S 89°51'09" E a distance of 499.98 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,133,769.59 and Y = 768,417.10;

Thence, S 89°38'05" E a distance of 500.02 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,134,269.59 and Y = 768,413.91;

Thence, N 89°43'02" E a distance of 500.02 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,134,769.61 and Y = 768,416.38;

Thence, S 89°51'14" E a distance of 499.97 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,135,269.57 and Y = 768,415.10;



Thence, S 89°47'35" W a distance of 499.96 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,136,742.32 and Y = 763,244.71;

Thence, S 89°47'35" W a distance of 500.00 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,136,242.33 and Y = 763,242.90;

Thence, S 89°47'35" W a distance of 490.01 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,135,752.32 and Y = 763,241.13;

Thence, S 89°47'35" W a distance of 500.00 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,135,252.33 and Y = 763,239.33;

Thence, S 89°47'35" W a distance of 499.98 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,134,752.35 and Y = 763,237.52;

Thence, S 89°47'35" W a distance of 500.04 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,134,252.31 and Y = 763,235.71;

Thence, S 89°47'35" W a distance of 499.99 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,133,752.32 and Y = 763,233.91;

Thence, S 89°47'35" W a distance of 305.57 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,133,446.76 and Y = 763,232.80;

Thence, S 89°47'35" W a distance of 493.65 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,132,953.11 and Y = 763,231.02;

Thence, S 89°47'35" W a distance of 335.08 feet to a found 1-1/2" G.I.P. and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,132,618.03 and Y = 763,229.81;

Thence, N 00°14'19" E a distance of 500.00 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,132,620.11 and Y = 763,729.80;

Thence, S 89°45'41" E a distance of 29.97 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,132,650.09 and Y = 763,729.68;

Thence, S 89°45'41" E a distance of 500.00 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,133,150.08 and Y = 763,727.59;

Thence, N 00°14'19" E a distance of 500.00 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,133,152.16 and Y = 764,227.61;

Thence, N 89°45'41" W a distance of 500.00 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,132,652.17 and Y = 764,229.69;

Thence, N 00°14'19" E a distance of 499.97 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,132,654.25 and Y = 764,729.65;

Thence, S 00°20'03" E a distance of 500.00 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,142,709.31 and Y = 763,765.11;

Thence, N 89°39'57" E a distance of 500.00 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,143,209.30 and Y = 763,768.02;

Thence, N 89°39'57" E a distance of 29.97 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,143,239.27 and Y = 763,768.20;

Thence, S 00°20'03" E a distance of 500.01 feet to a found 2" G.I.P. and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,143,242.19 and Y = 763,268.19;

Thence, S 89°47'35" W a distance of 500.03 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,142,742.16 and Y = 763,266.39;

Thence, S 89°47'35" W a distance of 499.99 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,142,242.18 and Y = 763,264.58;

Thence, S 89°47'35" W a distance of 499.98 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,141,742.20 and Y = 763,262.77;

Thence, S 89°47'35" W a distance of 499.99 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,141,242.22 and Y = 763,260.97;

Thence, S 89°47'35" W a distance of 499.97 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,140,742.25 and Y = 763,259.16;

Thence, S 89°47'35" W a distance of 500.01 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,140,242.25 and Y = 763,257.35;

Thence, S 89°47'35" W a distance of 500.00 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,139,742.25 and Y = 763,255.55;

Thence, S 89°47'35" W a distance of 499.98 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,139,242.28 and Y = 763,253.74;

Thence, S 89°47'35" W a distance of 500.01 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,138,742.28 and Y = 763,251.93;

Thence, S 89°47'35" W a distance of 500.01 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,138,242.28 and Y = 763,250.13;

Thence, S 89°47'35" W a distance of 500.01 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,137,742.27 and Y = 763,248.32;

Thence, S 89°47'35" W a distance of 499.99 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,137,242.28 and Y = 763,246.52;

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF  
WRP NO. 66-7217-12-015KH  
1,226.5 ACRE TRACT  
SITUATED IN  
SECTIONS 13 & 14, T5S-R7E  
ST. LANDRY PARISH, LOUISIANA**

Commencing at N.G.S. monument "LEVEE" having Louisiana State Plane Coordinates of  $X = 3,149,397.56$  and  $Y = 783,771.29$ , said point being the Point of Commencement; thence proceed  $S 22^{\circ}01'12'' W$  a distance of 16,577.15 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of  $X = 3,143,182.27$  and  $Y = 768,403.40$ , said point being the Point of Beginning;

Thence,  $S 00^{\circ}20'03'' E$  a distance of 400.01 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of  $X = 3,143,184.60$  and  $Y = 768,003.40$ ;

Thence,  $S 89^{\circ}39'57'' W$  a distance of 500.00 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of  $X = 3,142,684.61$  and  $Y = 768,000.48$ ;

Thence,  $S 00^{\circ}20'03'' E$  a distance of 500.00 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of  $X = 3,142,687.53$  and  $Y = 767,500.48$ ;

Thence,  $N 89^{\circ}39'57'' E$  a distance of 500.00 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of  $X = 3,143,187.52$  and  $Y = 767,503.39$ ;

Thence,  $S 00^{\circ}20'03'' E$  a distance of 499.98 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of  $X = 3,143,190.43$  and  $Y = 767,003.42$ ;

Thence,  $S 00^{\circ}20'03'' E$  a distance of 499.98 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of  $X = 3,143,193.35$  and  $Y = 766,503.45$ ;

Thence,  $S 00^{\circ}20'03'' E$  a distance of 500.00 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of  $X = 3,143,196.26$  and  $Y = 766,003.45$ ;

Thence,  $S 00^{\circ}20'03'' E$  a distance of 499.96 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of  $X = 3,143,199.18$  and  $Y = 765,503.50$ ;

Thence,  $S 00^{\circ}20'03'' E$  a distance of 500.03 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of  $X = 3,143,202.10$  and  $Y = 765,003.48$ ;

Thence,  $S 00^{\circ}20'03'' E$  a distance of 500.00 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of  $X = 3,143,205.01$  and  $Y = 764,503.49$ ;

Thence,  $S 00^{\circ}20'03'' E$  a distance of 235.48 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of  $X = 3,143,206.38$  and  $Y = 764,268.01$ ;

Thence,  $S 89^{\circ}39'57'' W$  a distance of 500.00 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of  $X = 3,142,706.39$  and  $Y = 764,265.10$ ;

**WRITTEN CONSENT BY PARTNER OF  
ELDER PROPERTIES (A LOUISIANA PARTNERSHIP)**

The undersigned, being a partner of Elder Properties, a Louisiana Partnership, formed by execution of Articles of Partnership on December 29, 1986, owner of a 4.8587% interest in the capital of said Partnership, and voting a total of a 23.2367% of the capital of said Partnership as the duly appointed representative of partner group iii in accordance with the Amended and Restated Articles of Partnership, effective October 1, 2004, does hereby ratify, consent to and approve the following action:

WHEREAS, Mark D. Elder, as Managing Partner of Elder Properties, has been administering and arranging for a grant or other payment under the Wetlands Reserve Program (hereinafter "WRP") of the United States Department of Agriculture (Natural Resources Conservation Service) respecting the Partnership's tracts in St. Landry Parish, Louisiana,

WHEREAS, the term of office of Mark D. Elder as Managing Partner terminates August 31, 2012,

AND WHEREAS, since Elder Properties expects to finalize and complete contracts respecting WRP in the near future, it is in the best interests of Elder Properties that Mark D. Elder continue to be the designated representative of Elder Properties respecting WRP.

NOW THEREFORE, the undersigned approves delegating authority to Mark D. Elder to continue to arrange for the WRP transaction and to sign whatever contracts or other documents that are or may be necessary and appropriate to obtain the benefits of the WRP program.

This authority is limited to the WRP program and shall terminate upon completion of the WRP contract and receipt of funds therefrom, subject to the oversight of Matthew H. Renrow, successor Managing Partner, effective September 1, 2012.

IN WITNESS WHEREOF, the undersigned has executed this consent on this 1<sup>st</sup> day of September, 2012.

**JOHN P. BOLAND, III**



**WRITTEN CONSENT BY PARTNER OF  
ELDER PROPERTIES (A LOUISIANA PARTNERSHIP)**

The undersigned, being a partner of Elder Properties, a Louisiana Partnership, formed by execution of Articles of Partnership on December 29, 1986, owner in her own right of a 7.47% interest in the capital of said Partnership, and voting a total of a 23.75% of the capital of said Partnership as the duly appointed representative of partner group iv in accordance with the Amended and Restated Articles of Partnership, effective October 1, 2004, does hereby ratify, consent to and approve the following action:

WHEREAS, Mark D. Elder, as Managing Partner of Elder Properties, has been administering and arranging for a grant or other payment under the Wetlands Reserve Program (hereinafter "WRP") of the United States Department of Agriculture (Natural Resources Conservation Service) respecting the Partnership's tracts in St. Landry Parish, Louisiana,

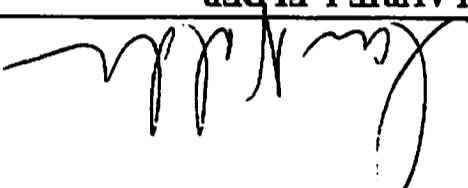
WHEREAS, the term of office of Mark D. Elder as Managing Partner terminates August 31, 2012,

AND WHEREAS, since Elder Properties expects to finalize and complete contracts respecting WRP in the near future, it is in the best interests of Elder Properties that Mark D. Elder continue to be the designated representative of Elder Properties respecting WRP.

NOW THEREFORE, the undersigned approves delegating authority to Mark D. Elder to continue to arrange for the WRP transaction and to sign whatever contracts or other documents that are or may be necessary and appropriate to obtain the benefits of the WRP program.

This authority is limited to the WRP program and shall terminate upon completion of the WRP contract and receipt of funds therefrom, subject to the oversight of Matthew H. Renfrow, successor Managing Partner, effective September 1, 2012.

IN WITNESS WHEREOF, the undersigned has executed this consent on this 1<sup>st</sup> day of September, 2012.

  
\_\_\_\_\_  
LAURIE J. ELDER

**WRITTEN CONSENT BY PARTNER OF  
ELDER PROPERTIES (A LOUISIANA PARTNERSHIP)**

The undersigned, being a partner of Elder Properties, a Louisiana Partnership, formed by execution of Articles of Partnership on December 29, 1986, owner in his own right of a 0.6123% interest in the capital of said Partnership, and voting a total of a 23.1363% of the capital of said Partnership as the duly appointed representative of partner group ii in accordance with the Amended and Restated Articles of Partnership, effective October 1, 2004, does hereby ratify, consent to and approve the following action:

WHEREAS, Mark D. Elder, as Managing Partner of Elder Properties, has been administrating and arranging for a grant or other payment under the Wetlands Reserve Program (hereinafter "WRP") of the United States Department of Agriculture (Natural Resources Conservation Service) respecting the Partnership's tracts in St. Landry Parish, Louisiana,

WHEREAS, the term of office of Mark D. Elder as Managing Partner terminates August 31, 2012,

AND WHEREAS, since Elder Properties expects to finalize and complete contracts respecting WRP in the near future, it is in the best interests of Elder Properties that Mark D. Elder continue to be the designated representative of Elder Properties respecting WRP.

NOW THEREFORE, the undersigned approves delegating authority to Mark D. Elder to continue to arrange for the WRP transaction and to sign whatever contracts or other documents that are or may be necessary and appropriate to obtain the benefits of the WRP program.

This authority is limited to the WRP program and shall terminate upon completion of the WRP contract and receipt of funds therefrom, subject to the oversight of Matthew H. Renfrow, successor Managing Partner, effective September 1, 2012.

IN WITNESS WHEREOF, the undersigned has executed this consent on this 1<sup>st</sup> day of September, 2012.

  
\_\_\_\_\_  
CHARLES C. ELDER

**WRITTEN CONSENT BY PARTNER OF  
ELDER PROPERTIES (A LOUISIANA PARTNERSHIP)**

The undersigned, being a partner, in her capacity as Trustee of the Edna Elder Renfrow Living Trust, of Elder Properties, a Louisiana Partnership, formed by execution of Articles of Partnership on December 29, 1986, owner of a 22.75% interest in the capital of said Partnership, and voting a total of a 23.7499% of the capital of said Partnership as the duly appointed representative of partner group i in accordance with the Amended and Restated Articles of Partnership, effective October 1, 2004, does hereby ratify, consent to and approve the following action:

WHEREAS, Mark D. Elder, as Managing Partner of Elder Properties, has been administrating and arranging for a grant or other payment under the Wetlands Reserve Program (hereinafter "WRP") of the United States Department of Agriculture (Natural Resources Conservation Service) respecting the Partnership's tracts in St. Landry Parish, Louisiana,


WHEREAS, the term of office of Mark D. Elder as Managing Partner terminates August 31, 2012,

AND WHEREAS, since Elder Properties expects to finalize and complete contracts respecting WRP in the near future, it is in the best interests of Elder Properties that Mark D. Elder continue to be the designated representative of Elder Properties respecting WRP.

NOW THEREFORE, the undersigned approves delegating authority to Mark D. Elder to continue to arrange for the WRP transaction and to sign whatever contracts or other documents that are or may be necessary and appropriate to obtain the benefits of the WRP program.

This authority is limited to the WRP program and shall terminate upon completion of the WRP contract and receipt of funds therefrom, subject to the oversight of Matthew H. Renfrow, successor Managing Partner, effective September 1, 2012.

IN WITNESS WHEREOF, the undersigned has executed this consent on this 1<sup>st</sup> day of September, 2012.

  
EDNA E. RENFROW, TRUSTEE  
EDNA E. RENFROW LIVING TRUST

**WRITTEN CONSENT BY PARTNER OF  
ELDER PROPERTIES (A LOUISIANA PARTNERSHIP)**

The undersigned, being a partner of Elder Properties, a Louisiana Partnership, formed by execution of Articles of Partnership on December 29, 1986, owner in his own right of a 5.5629% interest in the capital of said Partnership, and voting a total of a 6.1271% of the capital of said Partnership as the duly appointed representative of partner group v in accordance with the Amended and Restated Articles of Partnership, effective October 1, 2004, does hereby ratify, consent to and approve the following action:

WHEREAS, Mark D. Elder, as Managing Partner of Elder Properties, has been administrating and arranging for a grant or other payment under the Wetlands Reserve Program (hereinafter "WRP") of the United States Department of Agriculture (Natural Resources Conservation Service) respecting the Partnership's tracts in St. Landry Parish, Louisiana,

WHEREAS, the term of office of Mark D. Elder as Managing Partner terminates August 31, 2012,

AND WHEREAS, since Elder Properties expects to finalize and complete contracts respecting WRP in the near future, it is in the best interests of Elder Properties that Mark D. Elder continue to be the designated representative of Elder Properties respecting WRP.

NOW THEREFORE, the undersigned approves delegating authority to Mark D. Elder to continue to arrange for the WRP transaction and to sign whatever contracts or other documents that are or may be necessary and appropriate to obtain the benefits of the WRP program.

This authority is limited to the WRP program and shall terminate upon completion of the WRP contract and receipt of funds therefrom, subject to the oversight of Matthew H. Renfrow, successor Managing Partner, effective September 1, 2012.

IN WITNESS WHEREOF, the undersigned has executed this consent on this 1<sup>st</sup> day of September, 2012.

  
FRANCIS D. ELDER



ACCEPTANCE BY GRANTEE:

I, Stephen M. Cruse, Assistant State Conservationist for Programs, being the duly authorized representative of the United States Department of Agriculture, Natural Resources Conservation Service, do hereby accept this Warranty Easement Deed with respect to the rights and duties of the United States. This acceptance is effective as of this 1<sup>st</sup> day of August, 2013.

WITNESSES:

Morgan J. Bennetts  
Morgan J. Bennetts  
Nathaniel B. Millers NBSM  
Nathaniel B. Millers

UNITED STATES DEPARTMENT OF  
AGRICULTURE, NATURAL RESOURCES  
CONSERVATION SERVICE

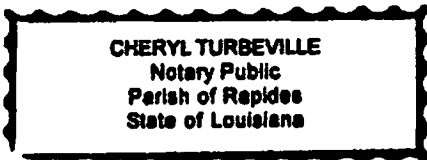
Stephen M. Cruse  
Stephen M. Cruse, Assistant State  
Conservationist for Programs

[Signature]  
\_\_\_\_\_  
Notary Public

Commissioned in the State of \_\_\_\_\_ Parish of \_\_\_\_\_

Notary Number: 66514

My Commission Expires: with life



This instrument was drafted by the Office of the General Counsel, U.S. Department of Agriculture, Washington, D.C. 20250-1400.

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers. If you believe you experienced discrimination when obtaining services from USDA, participating in a USDA program, or participating in a program that receives financial assistance from USDA, you may file a complaint with USDA. Information about how to file a discrimination complaint is available from the Office of the Assistant Secretary for Civil Rights. USDA prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex (including gender identity and expression), marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, complete, sign, and mail a program discrimination complaint form, available at any USDA office location or online at [www.ascr.usda.gov](http://www.ascr.usda.gov), or write to:

USDA  
Office of the Assistant Secretary for Civil Rights  
1400 Independence Avenue, SW.  
Washington, DC 20250-9410

Or call toll free at (866) 632-9992 (voice) to obtain additional information, the appropriate office or to request documents. Individuals who are deaf, hard of hearing, or have speech disabilities may contact USDA through the Federal Relay service at (800) 877-8339 or (800) 845-6136 (in Spanish). USDA is an equal opportunity provider, employer, and lender.

Persons with disabilities who require alternative means for communication of program information (e.g., Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD).

PRIVACY ACT STATEMENT



The above statements are made in accordance with the Privacy Act of 1974 (U.S.C. 522a). Furnishing this information is voluntary; however, failure to furnish correct, complete information will result in the withholding or withdrawal of such technical or financial assistance. The information may be furnished to other USDA agencies, the Internal Revenue Service, the Department of Justice, or other State or Federal Law enforcement agencies, or in response to orders of a court, magistrate, or administrative tribunal.

TO HAVE AND TO HOLD, this Warranty Easement Deed is granted to the United States of America and its assigns forever. The Landowner covenants that he, she, or they are vested with good title to the easement area and will warrant and defend the same on behalf of the United States against all claims and demands. The Landowner covenants to comply with the terms and conditions enumerated in this document for the use of the easement area and adjacent lands for access, and to refrain from any activity not specifically allowed or that is inconsistent with the purposes of this easement deed.

Thus done and passed before me, Notary, on this 6 day of August, 2013, in the presence of the undersigned witnesses, after reading of the whole.

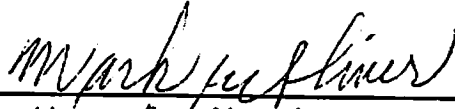
WITNESSES:

LANDOWNER(S):

  
Print Name Crystal Patin  
  
Print Name SARA TRUHAN

Elder Properties (A Partnership)

BY:   
Mark D. Elder  
Managing Partner



MARK P. OLIVER, Notary Public

Commissioned in the State of LOUISIANA, Parish of LAFAYETTE

Notary Number: 02033

My Commission Expires: N/A GRANTED FOR LIFE

**A. Successors in Interest.** The rights granted to the United States shall accrue to any of its agents or assigns. All obligations of the Landowner under this easement deed shall also bind the Landowner's heirs, successors, agents, assigns, lessees, and any other person claiming under them. All the Landowners who are parties to this easement deed shall be jointly and severally liable for compliance with its terms.

**B. Rules of Construction and Special Provisions.** All rights in the easement area not reserved by the Landowner shall be deemed acquired by the United States. Any ambiguities in this easement deed shall be construed in favor of the United States to effect the wetland and conservation purposes for which this easement deed is being acquired. The property rights of the United States acquired under this easement shall be unaffected by any subsequent amendments or repeal of the Wetlands Reserve Program. If the Landowner receives the consideration for this easement in installments, the Parties agree that the conveyance of this easement shall be totally effective upon the payment of the first installment.

**C. Environmental Warranty.** "Environmental Law" or "Environmental Laws" means any and all Federal, State, local or municipal laws, orders, regulations, statutes, ordinances, codes, guidelines, policies, or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials or substance, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials, and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

Landowner warrants that it is in compliance with, and shall remain in compliance with, all applicable Environmental Laws. Landowner warrants that there are no notices by any government authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Property. Landowner further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials, as such substance and wastes are defined by applicable Federal and State law.

**D. U.S. General Indemnification.** Landowner shall indemnify and hold harmless the United States, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and cost of actions, sanctions asserted by or on behalf of any person or government authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which the United States may be subject or incur relating to the easement area, which may arise from, but is not limited to, Landowner's negligent acts or omissions or Grantor's breach of any representation, warranty, covenant, agreements contained in this easement deed, or violations of any Federal, State, or local laws, including all Environmental Laws.

- H. Survival. Irrelevant of any violations by the Landowner of the terms of this deed, this easement survives and runs with the land for its duration.

PART IV. Compatible Uses by the Landowner.

- A. General. The United States may authorize, in writing and subject to such terms and conditions the NRCS may prescribe at its sole discretion, the use of the easement area for compatible economic uses, including, but not limited to, managed timber harvest, periodic haying, or grazing.
- B. Limitations. Compatible use authorizations will only be made if, upon a determination by NRCS in the exercise of its sole discretion and rights, that the proposed use is consistent with the long-term protection and enhancement of the wetland and other natural values of the easement area. The NRCS shall prescribe the amount, method, timing, intensity, and duration of the compatible use.

PART V. Rights of the United States. The rights of the United States include:

- A. Management activities. The United States has the right to enter the easement area to undertake, on a cost-share basis with the Landowner or other entity as determined by the United States, any activities to restore, protect, manage, maintain, enhance, and monitor the wetland and other natural values of the easement area. The United States may apply to or impound additional waters, in accordance with State water law, on the easement area in order to maintain or improve wetland and other natural values.
- B. Access. The United States has a right of reasonable ingress and egress to the easement area over the Landowner's property, whether or not the property is adjacent or appurtenant to the easement area, for the exercise of any of the rights of the United States under this easement deed. The authorized representatives of the United States may utilize vehicles and other reasonable modes of transportation for access purposes. To the extent practical, the United States shall utilize the access identified in EXHIBIT B.
- C. Easement Management. The Secretary of Agriculture, by and through the NRCS, may delegate all or part of the management, monitoring or enforcement responsibilities under this easement to any entity authorized by law that the NRCS determines to have the appropriate authority, expertise and resources necessary to carry out such delegated responsibilities. State or federal agencies may utilize their general statutory authorities in the administration of any delegated management, monitoring or enforcement responsibilities for this easement. The authority to modify or terminate this easement (16 U.S.C. §3837e(b)) is reserved to the Secretary of Agriculture in accordance with applicable law.
- D. Violations and Remedies - Enforcement. The Parties, Successors, and Assigns, agree that the rights, title, interests, and prohibitions created by this easement deed constitute things of value to the United States and this easement deed may be introduced as evidence of same in any enforcement proceeding, administrative, civil or criminal, as the stipulation of the Parties hereto. If there is any failure of the Landowner to comply with any of the provisions of this easement deed, the United States or other delegated authority shall have any legal or equitable remedy provided by law and the right:
1. To enter upon the easement area to perform necessary work for prevention of or remediation of damage to wetland or other natural values; and,
  2. To assess all expenses incurred by the United States (including any legal fees or attorney fees) against the Landowner, to be owed immediately to the United States.

PART VI. General Provisions.

5. draining, dredging, channeling, filling, leveling, pumping, diking, impounding, or related activities, as well as altering or tampering with water control structures or devices, except as specifically set forth in EXHIBIT D, if applicable;
6. diverting or causing or permitting the diversion of surface or underground water into, within, or out of the easement area by any means, except as specifically set forth in EXHIBIT D, if applicable;
7. building, placing, or allowing to be placed structures on, under, or over the easement area, except for structures for undeveloped recreational use;
8. planting or harvesting any crop;
9. grazing or allowing livestock on the easement area;
10. disturbing or interfering with the nesting or brood-rearing activities of wildlife including migratory birds;
11. use of the easement area for developed recreation. These uses include but are not limited to, camping facilities, recreational vehicle trails and tracks, sporting clay operations, skeet shooting operations, firearm range operations and the infrastructure to raise, stock, and release captive raised waterfowl, game birds and other wildlife for hunting or fishing;
12. any activities which adversely impact or degrade wildlife cover or other habitat benefits, water quality benefits, or other wetland functions and values of the easement area; and
13. any activities to be carried out on the Landowner's land that is immediately adjacent to, and functionally related to, the land that is subject to the easement if such activities will alter, degrade, or otherwise diminish the functional value of the eligible land.

**B. Noxious Plants and Pests.** The Landowner is responsible for noxious weed control and emergency control of pests as required by all Federal, State, and local laws. A plan to control noxious weeds and pests must be approved in writing by the NRCS prior to implementation by the Landowner.

**C. Fences.** Except for establishment cost incurred by the United States and replacement cost not due to the Landowner's negligence or malfeasance, all other costs involved in maintenance of fences and similar facilities to exclude livestock shall be the responsibility of the Landowner. The installation or use of fences which have the effect of preventing wildlife access and use of the easement area are prohibited on the easement or easement boundary.

**D. Use of water for easement purposes.** The landowner shall use water for easement purposes as set forth in EXHIBIT D, which is appended to and made a part of this easement deed, if applicable.

**E. Protection of water uses and water rights.** As set forth in EXHIBIT D, if applicable, the Landowner shall undertake actions necessary to protect any water rights and water uses for easement purposes.

**F. Taxes.** The Landowner shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.

**G. Reporting.** The Landowner shall report to the NRCS any conditions or events which may adversely affect the wetland, wildlife, and other natural values of the easement area.

**PART I. Description of the Easement Area.** The lands encumbered by this easement deed, referred to hereafter as the easement area, are described on EXHIBIT A which is appended to and made a part of this easement deed.

TOGETHER with a right of access for ingress and egress to the easement area across adjacent or other properties of the Landowner. Such a right-of-way for access purposes is described in EXHIBIT B which is appended to and made a part of this easement deed.

**PART II. Reservations in the Landowner on the Easement Area.** Subject to the rights, title, and interest conveyed by this easement deed to the United States, including the restoration, protection, management, maintenance, enhancement, and monitoring of the wetland and other natural values of the easement area, the Landowner reserves:

- A. **Title.** Record title, along with the Landowner's right to convey, transfer, and otherwise alienate title to these reserved rights.
- B. **Quiet Enjoyment.** The right of the Landowner to enjoy the rights reserved on the easement area without interference from others.
- C. **Control of Access.** The right to prevent trespass and control access by the general public subject to the operation of State and Federal law.
- D. **Recreational Uses.** The right to undeveloped recreational uses, including undeveloped hunting and fishing and leasing of such rights for economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time. Undeveloped recreational uses must be consistent with the long-term protection and enhancement of the wetland and other natural values of the easement area. Undeveloped recreational use may include hunting equipment, such as, tree stands and hunting blinds that are rustic and customary for the locale as determined by NRCS.
- E. **Subsurface Resources.** The right to oil, gas, minerals, and geothermal resources underlying the easement area, provided that any drilling or mining activities are to be located outside the boundaries of the easement area, unless activities within the boundaries are specified in accordance with the terms and conditions of EXHIBIT C which is appended to and made a part of this easement deed, if applicable.
- F. **Water uses and water rights.** The right to water uses and water rights identified as reserved to the Landowner in EXHIBIT D which is appended to and made a part of this easement deed, if applicable.

**PART III. Obligations of the Landowner.** The Landowner shall comply with all terms and conditions of this easement, including the following:

- A. **Prohibitions.** Without otherwise limiting the rights of the United States acquired hereunder, it is expressly understood that the rights to carry out the following activities and uses have been acquired by the United States and, unless authorized by the United States under Part IV, are prohibited on the easement area:
  - 1. haying, mowing, or seed harvesting for any reason;
  - 2. altering of grassland, woodland, wildlife habitat or other natural features by burning, digging, plowing, disking, cutting or otherwise destroying the vegetative cover;
  - 3. dumping refuse, wastes, sewage, or other debris;
  - 4. harvesting wood products;

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U.S. Department of Agriculture  
Natural Resources Conservation Service  
12/2009

NRCS-LTP-30  
01/2010

**WARRANTY EASEMENT DEED  
IN PERPETUITY**

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**WETLANDS RESERVE PROGRAM  
EASEMENT NO. 66-7217-12-015KH**

THIS WARRANTY EASEMENT DEED is made by and between

Elder Properties (A Partnership), Tax Identification Number XX-XXX5473, a Louisiana Partnership, represented herein by Mark D. Elder, by virtue of the Written Consent By Partner attached to this act; whose present mailing address is 3330 West Esplanade Ave., Ste. 505, Metairie, LA 70002;

(hereafter referred to as the "Landowner"), Grantor(s), and the **UNITED STATES OF AMERICA**, by and through the Commodity Credit Corporation (CCC) (hereafter referred to as the "United States"), Grantee. The Landowner and the United States are jointly referred to as the "Parties". The acquiring agency of the United States is the Natural Resources Conservation Service (NRCS), United States Department of Agriculture.

**Witnesseth:**

**Purposes and Intent.** The purpose of this easement is to restore, protect, manage, maintain, and enhance the functional values of wetlands and other lands, and for the conservation of natural values including fish and wildlife and their habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values, and environmental education. It is the intent of NRCS to give the Landowner the opportunity to participate in the restoration and management activities on the easement area. By signing this deed, the Landowner agrees to the restoration of the Easement Area and grants the right to carry out such restoration to the United States.

**Authority.** This easement deed acquisition is authorized by Title XII of the Food Security Act of 1985, as amended (16 U.S.C. §3837), for the Wetlands Reserve Program.

**NOW THEREFORE**, for and in consideration of the sum of One Million Seven Hundred Seventeen Thousand One Hundred And No/100 Dollars (\$1,717,100.00), the Grantor(s), hereby grants and conveys with general warranty of title to the UNITED STATES OF AMERICA and its assigns, (the Grantee), in perpetuity, all rights, title and interest in the lands comprising the easement area described in Part I and appurtenant rights of access to the easement area, but reserving to the Landowner only those rights, title, and interest expressly enumerated in Part II. It is the intention of the Landowner to convey and relinquish any and all other property rights not so reserved. This easement shall constitute a servitude upon the land so encumbered; shall run with the land for the duration of the easement; and shall bind the Landowner, (the Grantor(s)), their heirs, successors, assigns, lessees, and any other person claiming under them.

SUBJECT, however, to all valid rights of record, if any.