

St. Mary Parish Recording Page

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UNITED STATES OF AMERICA

Index Type : Conveyances

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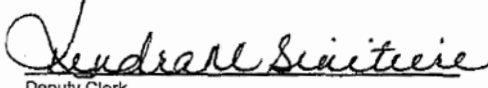
Book : 329

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Recording Pages : 19

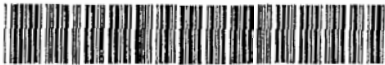
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Book: 329 Page: 300 File Number: 323904 Seq: 1
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Bk 329 # 323904

U.S. Department of Agriculture
Natural Resources Conservation Service

NRCS-LTP-30
07/2014

**WARRANTY EASEMENT DEED
IN PERPETUITY**

**AGRICULTURAL CONSERVATION EASEMENT PROGRAM -
WETLANDS RESERVE PROGRAM
EASEMENT NO. 54-7217-14-01FVB**

THIS WARRANTY EASEMENT DEED is made by and between

Park Plantation, L.L.C., Tax Identification Number XX-XXX1760, a Limited Liability Company organized and existing under and by virtue of the laws of the State of Louisiana, represented herein by Nancy Blanchard; whose present mailing address is P.O. Box 359, Baldwin, LA 70514;

(hereafter referred to as the "Landowner"), Grantor(s), and **the UNITED STATES OF AMERICA**, and its assigns, (hereafter referred to as the "United States"), Grantee. The Landowner and the United States are jointly referred to as the "Parties".

The United State of America is acquiring this property by and through the Commodity Credit Corporation (CCC) and 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.

Authority. This Easement Deed acquisition is authorized by Subtitle H of Title XII of the Food Security Act of 1985, as amended, for the Agricultural Conservation Easement Program - Wetlands Reserve Easement.

NOW THEREFORE, for and in consideration of the terms of this mutual obligations and benefits recited herein to each party and the sum of Seven Hundred Fifty-Eight Thousand Two Hundred Ninety-Nine And 50/100 Dollars (\$758,299.50), paid to the Grantor(s), the receipt of which is hereby acknowledged, Grantor (s) hereby grants and conveys with general warranty of title to the UNITED STATES OF AMERICA and its assigns, (Grantee), in perpetuity, 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 in the lands comprising the Easement Area 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 Grantor(s), their heirs, successors, assigns, lessees, and any other person claiming under them.

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

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 may include use of hunting or observation blinds that will accommodate no more than four people and are temporary, non-permanent and easily assembled, disassembled and moved without heavy equipment. Undeveloped recreational uses must be consistent with the long-term protection and enhancement of the wetland and other natural values of the Easement Area.
- 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 rights and water uses. 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. accumulating or dumping refuse, wastes, sewage, or other debris;

4. harvesting wood or sod products;
 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 individual semi-permanent hunting or observation blinds for undeveloped recreational uses the external dimensions of which will be no more than 80 square feet and 8 feet in height, with the number, locations, and features of blinds approved by NRCS under Part IV;
 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 Easement Area if such activities will alter, degrade, or otherwise diminish the functional value of the Easement Area.
- 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 Area, easement boundary, or on the Landowner's land that is immediately adjacent to, and functionally related to, the Easement Area.
- D. Restoration. The Landowner shall allow the restoration and management activities NRCS deems necessary for the Easement Area.
- E. Access Maintenance. The Landowner is responsible to maintain any non-public portions of the access route described in Exhibit B such that the access route can be traversed by a standard four-wheel all-terrain vehicle at least annually.

- F. 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.
- G. Protection of water rights and water uses. 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.
- H. Taxes. The Landowner shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.
- I. 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.
- J. Survival. Irrelevant of any violations by the Landowner of the terms of this Easement Deed, this easement survives and runs with the land for its duration.
- K. Subsequent Conveyances. The Landowner agrees to notify NRCS in writing of the names and addresses of any party to whom the property subject to this Easement Deed is to be transferred at or prior to the time the transfer is consummated. Landowner and its successors and assigns shall specifically refer to this Easement Deed in any subsequent lease, deed, or other instrument by which any interest in the property is conveyed.

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 temporary 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. Compatible use authorizations do not vest any rights in the Landowner and can be revoked by NRCS at any time.

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. The United States may, in its discretion, conduct maintenance activities on the access route identified in Exhibit B to obtain physical access to the Easement Area for the exercise of any of the rights of the United States under this Easement Deed.

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 Deed to any Federal or State agencies 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, subordinate, exchange, or terminate this easement under Subtitle H of Title XII of the Food Security Act of 1985 is reserved to the Secretary of Agriculture in accordance with applicable law. If the United States at some future time acquires the underlying fee title in the property, the interest conveyed by this Easement Deed will not merge with fee title but will continue to exist and be managed as a separate estate.

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.

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 Agricultural Conservation Easement 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 Easement Area. Landowner further warrants that it has no actual knowledge of a release or threatened release of Hazardous Materials, on, beneath, near or from the Easement Area.

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, or agreements contained in this Easement Deed, or violations of any Federal, State, or local laws, including all Environmental Laws.

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.

Dated this 1st day of December, 2015.

WITNESSES:

Michelle LeBlanc
Print Name: Michelle LeBlanc
Mary M. Dugan
Print Name: MARY M. DUGAN

LANDOWNER(S):

Park Plantation, L.L.C.

BY:

Nancy Blanchard
Manager

ACKNOWLEDGMENT

STATE OF LOUISIANA

COUNTY (PARISH) OF IBERIA

On this 1st day of December, 2015, before me, the undersigned, a Notary Public in and for said State personally appeared Park Plantation, L.L.C., known or proved to me to be the person(s) described in and who executed the foregoing instrument, and acknowledged that he/she/they executed the same as his/her/their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year first above written:

Kenny Lejeune
Kenny Lejeune, Notary Public
Notary Number: 11951

My Commission Expires: AT DEATH

KENNY LEJEUNE
ID #11951
IBERIA PARISH
COMMISSION EXPIRES AT DEATH

ACCEPTANCE BY GRANTEE:

I, Tim Landreneau, 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 of America, Grantee. The United States of America acknowledges the following proceedings:

OC Legacy Project No. 023-007-001

Compliance Order No. E-I & E-05-0233

Compliance Order No. E-I & E-09-0110

Compliance Order No. E-I & E-06-0351

Nancy Blanchard & Park Plantation, LLC vs. Linder Oil Company, et al;
No. 606-555, 24th JDC, Jefferson Parish, Louisiana

This acceptance is effective as of this 14th day of December, 2015.

WITNESSES:

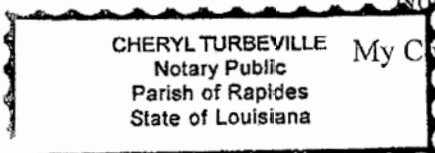
UNITED STATES DEPARTMENT OF
AGRICULTURE, NATURAL RESOURCES
CONSERVATION SERVICE

Morgan J. Bennett Morgan J. Bennett
Print Name

Jenna Soileau Jenna Soileau
Print Name

Tim Landreneau
Tim Landreneau,
Assistant State Conservationist for Programs

C. Turbeville, Notary Public
Commissioned in the State of _____, Parish of _____
Notary Number: 606514



My Commission Expires: with life

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

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its program and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 705-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

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.

EXHIBIT "A"

LEGAL DESCRIPTION OF
WRP NO. 54-7217-14-01FVB
380.1 ACRE TRACT
SITUATED IN
SECTION 70, T13S-R8E, SECTIONS 35 & 37, T13S-R9E,
SECTION 1, T14S-R8E, AND SECTIONS 55 & 56, T14S-R9E
ST. MARY PARISH, LOUISIANA

Commencing at St. Mary Parish Monument "L036" having Louisiana State Plane Coordinates of X = 3,203,341.67 and Y = 497,663.96, said point being the Point of Commencement; thence proceed S 24°55'37" W a distance of 5,143.41 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,201,173.92 and Y = 492,999.67, said point being the Point of Beginning;

Thence, N 80°53'46" W a distance of 281.46 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,200,896.01 and Y = 493,044.21;

Thence, N 80°53'45" W a distance of 300.68 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,200,599.12 and Y = 493,091.78;

Thence, N 80°53'52" W a distance of 360.25 feet to a found 3/4" iron rod and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,200,243.40 and Y = 493,148.78;

Thence, N 65°25'19" W a distance of 499.00 feet to a found 3/4" iron rod and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,199,789.62 and Y = 493,356.32;

Thence, N 65°27'27" W a distance of 362.17 feet to a found 3/4" iron rod and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,199,460.17 and Y = 493,506.76;

Thence, N 65°29'25" W a distance of 392.93 feet to a found 3/4" iron rod and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,199,102.65 and Y = 493,669.76;

Thence, N 65°24'53" W a distance of 434.83 feet to a found 3/4" iron rod and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,198,707.24 and Y = 493,850.67;

Thence, N 65°27'46" W a distance of 404.95 feet to a found 3/4" iron rod and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,198,338.85 and Y = 494,018.84;

Thence, N 65°26'28" W a distance of 394.79 feet to a found 3/4" iron rod and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,197,979.77 and Y = 494,182.93;

Thence, N 65°25'12" W a distance of 400.31 feet to a found 4" x 4" concrete monument and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,197,615.74 and Y = 494,349.45;

Thence, N 65°27'12" W a distance of 336.38 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,197,309.76 and Y = 494,489.19;

Thence, N 65°27'35" W a distance of 481.86 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,196,871.43 and Y = 494,689.32;

Thence, N 65°27'06" W a distance of 446.90 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,196,464.93 and Y = 494,874.99;

Thence, N 65°27'21" W a distance of 470.84 feet to a found 4" x 4" concrete monument and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,196,036.63 and Y = 495,070.57;

Thence, N 25°54'21" E a distance of 500.33 feet to a found 1-1/2" iron pipe and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,196,255.22 and Y = 495,520.62;

Thence, N 25°54'50" E a distance of 499.80 feet to a found 1-1/2" iron pipe and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,196,473.65 and Y = 495,970.17;

Thence, N 25°54'53" E a distance of 500.00 feet to a found 1-1/2" iron pipe and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,196,692.16 and Y = 496,419.90;

Thence, N 25°55'05" E a distance of 397.22 feet to a found 4" x 4" concrete monument and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,196,865.79 and Y = 496,777.17;

Thence, N 25°55'57" E a distance of 499.95 feet to a found 1-1/2" iron pipe and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,197,084.42 and Y = 497,226.78;

Thence, N 25°55'30" E a distance of 167.43 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,197,157.62 and Y = 497,377.36;

Thence, S 55°03'00" E a distance of 209.07 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,197,328.99 and Y = 497,257.59;

Thence, S 55°03'28" E a distance of 489.49 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,197,730.24 and Y = 496,977.23;

Thence, S 55°03'34" E a distance of 383.37 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,198,044.51 and Y = 496,757.66;

Thence, S 55°03'15" E a distance of 391.87 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,198,365.73 and Y = 496,533.20;

Thence, S 78°52'44" E a distance of 432.09 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,198,789.70 and Y = 496,449.86;

Thence, S 78°52'23" E a distance of 507.60 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,199,287.76 and Y = 496,351.90;

Thence, N 22°54'05" E a distance of 83.16 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,199,320.12 and Y = 496,428.50;

Thence, S 64°00'41" E a distance of 99.78 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,199,409.82 and Y = 496,384.78;

Thence, N 25°54'59" E a distance of 150.12 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,199,475.43 and Y = 496,519.81;

Thence, N 64°09'25" W a distance of 109.79 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,199,376.62 and Y = 496,567.67;

Thence, N 25°54'36" E a distance of 400.03 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,199,551.41 and Y = 496,927.49;

Thence, N 25°55'20" E a distance of 494.28 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,199,767.49 and Y = 497,372.04;

Thence, S 63°58'32" E a distance of 459.90 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,200,180.75 and Y = 497,170.25;

Thence, N 25°00'11" E a distance of 354.04 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,200,330.39 and Y = 497,491.11;

Thence, N 24°59'50" E a distance of 364.30 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,200,484.34 and Y = 497,821.29;

Thence, S 40°57'37" E a distance of 303.44 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,200,683.26 and Y = 497,592.14;

Thence, S 40°57'03" E a distance of 334.86 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,200,902.73 and Y = 497,339.23;

Thence, S 04°12'35" E a distance of 51.53 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,200,906.51 and Y = 497,287.84;

Thence, S 23°30'22" W a distance of 322.05 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,200,778.06 and Y = 496,992.51;

Thence, S 24°26'06" W a distance of 397.56 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,200,613.60 and Y = 496,630.56;

Thence, N 65°30'37" W a distance of 161.88 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,200,466.29 and Y = 496,697.66;

Thence, S 24°23'52" W a distance of 100.07 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,200,424.95 and Y = 496,606.53;

Thence, S 65°34'23" E a distance of 178.32 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,200,587.31 and Y = 496,532.79;

Thence, N 24°49'28" E a distance of 498.39 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,200,796.55 and Y = 496,985.13;

Thence, N 24°13'36" E a distance of 363.33 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,200,945.64 and Y = 497,316.46;

Thence, S 41°40'12" E a distance of 492.27 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,201,272.93 and Y = 496,948.74;

Thence, S 40°55'57" E a distance of 498.75 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,201,599.69 and Y = 496,571.94;

Thence, S 40°55'27" E a distance of 497.38 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,201,925.51 and Y = 496,196.13;

Thence, S 40°56'52" E a distance of 357.20 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,202,159.60 and Y = 495,926.33;

Thence, S 39°59'58" E a distance of 333.64 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,202,374.06 and Y = 495,670.75;

Thence, S 24°02'05" W a distance of 280.13 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,202,259.96 and Y = 495,414.90;

Thence, N 67°36'04" W a distance of 280.59 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,202,000.54 and Y = 495,521.82;

Thence, S 20°38'19" W a distance of 297.59 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,201,895.65 and Y = 495,243.33;

Thence, S 20°41'03" W a distance of 303.26 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,201,788.54 and Y = 494,959.63;

Thence, S 65°29'33" E a distance of 243.56 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,202,010.15 and Y = 494,858.59;

Thence, S 24°08'09" W a distance of 487.96 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,201,810.63 and Y = 494,413.29;

Thence, S 24°05'16" W a distance of 103.33 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,201,768.46 and Y = 494,318.96;

Thence, S 37°33'46" W a distance of 41.82 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,201,742.96 and Y = 494,285.81;

Thence, N 89°29'56" W a distance of 42.20 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,201,700.77 and Y = 494,286.18;

Thence, S 23°22'43" W a distance of 7.43 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,201,697.82 and Y = 494,279.36;

Thence, N 71°24'09" W a distance of 490.66 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,201,232.78 and Y = 494,435.84;

Thence, N 70°57'11" W a distance of 498.40 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,200,761.66 and Y = 494,598.49;

Thence, N 71°26'05" W a distance of 374.61 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,200,406.55 and Y = 494,717.76;

Thence, N 72°41'45" W a distance of 372.18 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,200,051.22 and Y = 494,828.46;

Thence, N 75°07'22" W a distance of 67.03 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,199,986.43 and Y = 494,845.67;

Thence, N 68°59'40" W a distance of 381.41 feet to a found 1" iron pipe and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,199,630.37 and Y = 494,982.39;

Thence, N 24°18'57" E a distance of 304.24 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,199,755.64 and Y = 495,259.65;

Thence, N 24°17'43" E a distance of 232.02 feet to a found 1" iron pipe and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,199,851.11 and Y = 495,471.12;

Thence, S 70°13'05" E a distance of 245.39 feet to a found 1" iron pipe and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,200,082.02 and Y = 495,388.07;

Thence, N 24°04'10" E a distance of 243.46 feet to a found 1" iron pipe and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,200,181.31 and Y = 495,610.36;

Thence, S 88°51'45" W a distance of 8.01 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,200,173.31 and Y = 495,610.20;

Thence, S 88°53'34" W a distance of 272.14 feet to a found 1" iron pipe and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,199,901.22 and Y = 495,604.94;

Thence, N 31°45'35" W a distance of 336.90 feet to a found 1" iron pipe and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,199,723.89 and Y = 495,891.40;

Thence, N 75°41'19" W a distance of 130.66 feet to a found 3/4" iron pipe and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,199,597.29 and Y = 495,923.69;

Thence, N 86°04'00" W a distance of 218.75 feet to a found 1" iron pipe and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,199,379.05 and Y = 495,938.70;

Thence, N 86°51'06" W a distance of 8.25 feet to a found 1" iron pipe and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,199,370.82 and Y = 495,939.15;

Thence, S 24°42'41" W a distance of 137.36 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,199,313.39 and Y = 495,814.37;

Thence, S 24°42'38" W a distance of 444.38 feet to a found 1" iron pipe and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,199,127.63 and Y = 495,410.69;

Thence, S 64°56'55" E a distance of 8.16 feet to a found 1" iron pipe and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,199,135.02 and Y = 495,407.23;

Thence, S 65°15'34" E a distance of 308.17 feet to a found 1" iron pipe and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,199,414.90 and Y = 495,278.26;

Thence, S 14°12'06" W a distance of 91.25 feet to a found 1" iron pipe and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,199,392.51 and Y = 495,189.79;

Thence, S 25°26'57" W a distance of 154.94 feet to a found 1" iron pipe and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,199,325.94 and Y = 495,049.89;

Thence, S 58°58'30" E a distance of 105.21 feet to a found 1" iron pipe and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,199,416.09 and Y = 494,995.67;

Thence, N 58°19'14" E a distance of 37.11 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,199,447.68 and Y = 495,015.16;

Thence, S 71°34'58" E a distance of 182.25 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,199,620.59 and Y = 494,957.58;

Thence, S 69°59'35" E a distance of 383.36 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,199,980.81 and Y = 494,826.42;

Thence, S 75°13'30" E a distance of 67.81 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,200,046.38 and Y = 494,809.13;

Thence, S 72°39'36" E a distance of 371.42 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,200,400.92 and Y = 494,698.43;

Thence, S 71°28'41" E a distance of 374.72 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,200,756.23 and Y = 494,579.39;

Thence, S 70°56'27" E a distance of 498.21 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,201,227.13 and Y = 494,416.70;

Thence, S 71°23'44" E a distance of 488.86 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,201,690.45 and Y = 494,260.74;

Thence, S 27°34'10" W a distance of 11.22 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,201,685.25 and Y = 494,250.79;

Thence, S 51°06'36" E a distance of 33.66 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,201,711.45 and Y = 494,229.66;

Thence, S 03°50'09" E a distance of 33.07 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,201,713.66 and Y = 494,196.67;

Thence, S 24°14'01" W a distance of 498.90 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,201,508.88 and Y = 493,741.74;

Thence, S 24°15'37" W a distance of 493.03 feet to a set 3-1/4" aluminum disk and fence post with NRCS sign having Louisiana State Plane Coordinates of X = 3,201,306.30 and Y = 493,292.25;

Thence, S 24°20'43" W a distance of 321.13 feet to the Point of Beginning containing 380.1 acres.

All is more fully shown on a plat prepared by T. Baker Smith entitled "United States Department of Agriculture - Map of Survey Showing a Tract Containing 380.1 Acres WRP Easement No. 54-7217-14-01FVB Prepared for Park Plantation, L.L.C. Located in Section 70, T13S-R8E, Sections 35 & 37, T13S-R9E, Section 1, T14S-R8E and Sections 55 & 56, T14S-R9E, St. Mary Parish, Louisiana" dated April 13, 2015.

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

April 28, 2015.

John C. Mattingly



EXHIBIT "B"

LEGAL DESCRIPTION OF
WRP NO. 54-7217-14-01FVB
20' ACCESS EASEMENT
SITUATED IN SECTION 55, T14S-R9E
ST. MARY PARISH, LOUISIANA

Commencing at St. Mary Parish Monument "L036" having Louisiana State Plane Coordinates of $X = 3,203,341.67$ and $Y = 497,663.96$, said point being the Point of Commencement; thence, $S 24^{\circ}34'05'' W$ a distance of 3,761.76 feet to Point A, being the Point of Beginning of the intersection of Penn Road and an existing gravel driveway being the centerline of proposed 20' access easement, being the southerly terminus within described centerline of access route;

Thence, $N 71^{\circ}45'06'' W$ a distance of 125.00 feet to a point;

Thence, $S 18^{\circ}14'54'' W$ a distance of 10.00 feet to Point B, being the westerly terminus, 452 feet southeast from set aluminum disk #62.

All is more fully shown on a plat prepared by T. Baker Smith entitled "United States Department of Agriculture - Map of Survey Showing a Tract Containing 380.1 Acres WRP Easement No. 54-7217-14-01FVB Prepared for Park Plantation, L.L.C. Located in Section 70, T13S-R8E; Sections 35 & 37, T13S-R9E, Section 1, T14S-R8E and Sections 55 & 56, T14S-R9E, St. Mary Parish, Louisiana" dated April 13, 2015.

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

April 28, 2015

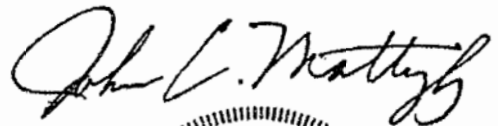


EXHIBIT "C"

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.

STATE OF LOUISIANA
PARISH OF Iberia

CERTIFICATION OF AUTHORITY
TO ACT FOR
PARK PLANTATION, L.L.C.
A LIMITED LIABILITY COMPANY

BE IT KNOWN that on 12/1/15, before me, Kenny LeJeune, a Notary Public duly commissioned and qualified in and for aforesaid parish and state, and in the presence of the undersigned witnesses, personally came and appeared:

NANCY BLANCHARD, Manager, whose present mailing address is P.O. Box 359, Baldwin, LA 70514-0359;

who, after being duly sworn, did acknowledge and declare that she is the sole member of PARK PLANTATION, L.L.C., a Limited Liability Company organized under the laws of the State of LOUISIANA, whose Articles of Organization are recorded in the office of the Louisiana Secretary of State, and that these Articles of Organization provide that she, NANCY BLANCHARD is authorized to certify the authority of person(s) to act on behalf of said PARK PLANTATION, L.L.C., and that she does hereby certify that NANCY BLANCHARD, having the consent of all of the members of said company, is authorized to act for and in the name of the said PARK PLANTATION, L.L.C., to do the following:

Grant a Conservation Easement, Sell, Purchase, Donate or accept Donations of any and all property of every kind on behalf of said PARK PLANTATION, L.L.C., on the terms and conditions as the said NANCY BLANCHARD, deems proper and necessary, including the granting of easement over any properties owned by PARK PLANTATION, L.L.C., to the UNITED STATES OF AMERICA.

The said NANCY BLANCHARD further certifies that NANCY BLANCHARD is authorized to sign all documents, of every kind whatsoever, for and in the name of PARK PLANTATION, L.L.C., and to take all such actions that, in the sole and exclusive judgment of NANCY BLANCHARD, deems necessary to accomplish the authority expressed above.

Any person dealing with NANCY BLANCHARD may assume that the authority conferred upon her by this document is still in full force and effect unless and until there is recorded in the conveyance records of ST. MARY PARISH an express revocation of such authority.

THUS DONE AND SIGNED on the day and date set forth above at New Iberia, State of LOUISIANA, the parties hereto having affixed their signatures, together with me, Notary, and the undersigned witnesses, after due reading of the whole.

WITNESSES:

Michelle LeBlanc
Michelle LeBlanc Print Name
Mary M. Dumas
Mary M. Dumas Print Name

PARK PLANTATION, L.L.C.

By: Nancy Blanchard, Manager

Kenny LeJeune
Kenny LeJeune NOTARY PUBLIC
MY COMMISSION EXPIRES: At Death
NOTARY ID # 11951
Iberia PARISH, LOUISIANA

ORIGINAL MAP
ENTRY # 323904
REMOVED FOR
SAFEKEEPING,
SEE MAP BOOK FOR
DUPLICATE COPY

KENNY LEJEUNE
ID #11951
IBERIA PARISH
COMMISSION EXPIRES AT DEATH

STATE OF LOUISIANA
PARISH OF ST. MARY

I, the undersigned Deputy Clerk, 16th Judicial
District Court, St. Mary Parish, LA, Ex-Officio Recorder,
thereof, duly commissioned and qualified, do hereby certify
that the above and foregoing is a true and correct copy of
the original Warranty Easement Deed
as on file and or recorded in

COB 329 Entry No. 323904 Page 300

MOB - Entry No. - Page -

CMB - Entry No. - Page -

UCC Entry No. 51- -

of date December 22, 2015 at 3:39P M.

IN EVIDENCE WHEREOF, witness my official
signature and the impress of the seal of my office

as of this MAY 08 2018 A.D. at Franklin,
St. Mary Parish, Louisiana.

Becky B. Haugel
DEPUTY CLERK OF COURT