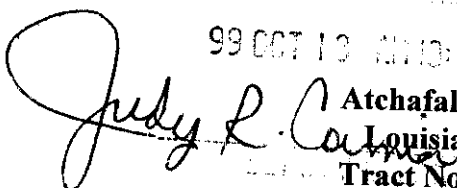


ALBERT A. BROWN, JR.
NOTARY PUBLIC
STATE OF LOUISIANA

CONVEYANCE
BOOK PAGE
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Atchafalaya Basin Floodway System,
Louisiana Project
Tract Nos. 2208E and 2300E

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF ST. MARTIN

EASEMENT/SERVITUDE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that before the undersigned authorities, Notary Publics, duly commissioned and qualified in and for the respective Parish/County and State heretofore indicated, personally came and appeared:

JOSEPH M. JONES ENTERPRISES, L.L.C., a Limited Liability Company, organized under the laws of Louisiana, with a mailing address of 835 Union Street, Suite 300, New Orleans, Louisiana, 70112, herein represented by **JOSEPH M. JONES, JR.**, **SUSAN JONES GUNDLACH** and **EUGENIE JONES HUGER**, as Managers; and

CAROLYN CRUSEL WOGAN, a resident of Louisiana, whose mailing address is 1417 State Street, New Orleans, Louisiana, 70118-6046; and

CORNELIUS C. CRUSEL, JR., a resident of Louisiana, whose mailing address is 1222 Jena St., New Orleans, Louisiana, 70115-3912; and

HENRY ROBERT ALKER, JR., a resident of Florida, whose mailing address is P.O. Box 2054, Palm Beach, Florida, 33480; and

PHILLIP R. ALKER, a resident of Alabama, whose mailing address is 208 Poplar St., Prattville, Alabama, 36066; and

JACK A. BLOSSMAN, SR., a resident of Louisiana, whose mailing address is 402 Country Club Drive, Covington, Louisiana, 70433.

(herein referred to as "Vendors"), who, upon first being by me duly sworn, declared that for the consideration hereinafter recited, Vendors do by these presents grant, bargain, sell, convey, transfer, assign and deliver, with all legal warranties and with full substitution and subrogation in and to all rights and actions of warranty which said Vendors have or may have against all preceding owners and vendors, unto:

THE UNITED STATES OF AMERICA and its assigns, whose present mailing address is Post Office Box 60267, New Orleans, Louisiana 70160-0267;

(herein referred to as "Vendee"), a perpetual and assignable right and easement in, on, over, and across the land designated as Tract Nos. 2208E and 2300E, said tracts being described in Exhibit A as reflected in plat marked Exhibit B, both of which exhibits are attached to and made a part hereof, prohibiting:

1) The conversion or development of said land from the existing uses (as described in Exhibit C, attached to and made a part hereof, and as reflected on a map which is filed in the records of the U.S. Army Engineer District, New Orleans) to other uses;

2) The construction or placement of new permanently habitable structures (existing permanently habitable structures are described in Exhibit C, attached to and made a part hereof, and are reflected on a map which is filed in the records of the U.S. Army Engineer District, New Orleans);

3) The construction or placement of all other new structures, including camps (existing camps/structures are described in Exhibit C, attached to and made a part hereof, and are reflected on a map which is filed in the records of the U.S. Army Engineer District, New Orleans), situated or located on said land without the prior written approval of the District Engineer, U.S. Army Engineer District, New Orleans, or his duly authorized representative, but specifically excluding any structures used in the exploration, development, and/or production of oil, gas, and all other minerals; permitting, however, the owner to rebuild a destroyed structure under the existing permit; and

4) Any timber operation which involves:

(a) Removal of any bald cypress greater than 42 inches in diameter at 10 feet above the ground (The timber included in this prohibition will not be included in basal area calculations on other cypress restrictions below).

(b) Removal of oak, ash, and sweet pecan less than 20 inches in diameter at 12 inches above the ground, and water tupelo and bald cypress less than 24 inches in diameter at 2 feet above the ground, unless 40 square feet of basal area, per acre, in any combination of these species, is maintained. (These prohibitions will not apply to the areas referenced in paragraph c. below).

(c) Removal of trees less than 16 inches in diameter at 12 inches above the ground within 200 feet from the edge of woody vegetation along the bank(s) of the Atchafalaya River Main Channel permitting, however, at least one clear-cut opening of 350 feet in width along the banks of said channel, extending 200 feet from the edge of woody vegetation, or one opening of 350 feet in width every 2000 feet.

Exceptions to timber harvesting restrictions, contained in paragraph 4, which promote fish and wildlife preservation by regeneration of desired timber species, involve disease and insect control, or involve salvage removal of timber, may be allowed with the written consent of the District Engineer, New Orleans District, or his duly authorized representative.

Reserving, however, unto the owners, their successors, and assigns all oil, gas, and mineral rights; and further reserving all such other rights and privileges as may be used and enjoyed without interfering with or abridging the rights and easements hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads, and pipelines.

TO HAVE AND TO HOLD the rights and easements hereby conveyed unto the **UNITED STATES OF AMERICA** and its assigns.

The aforementioned rights and easements are being acquired by the United States of America for and in connection with the U. S. Army Corps of Engineers' Atchafalaya Basin Floodway System, Louisiana project.

This conveyance is made for and in consideration of the sum of FOUR HUNDRED SIXTY THOUSAND AND NO/100 (\$460,000.00) cash, the receipt and sufficiency of which is hereby acknowledged by Vendors and full acquittance and discharge therefor given.

Vendors warrant that the lands over which these rights and easements are conveyed are owned by them in fee, and that all state, parish and city taxes, up to and including the taxes due and exigible in the year 1998 are paid, with all subsequent ad valorem taxes to be paid by Vendors.

This agreement may be executed in counterparts and all such counterparts shall be construed together and shall constitute one instrument. The effective date of this agreement shall be the 12th of April, 1999.

* * * *

THUS DONE AND SIGNED in the Parish of Orleans, State of Louisiana, on the 12th day of April, 1999, before me, the undersigned authority, personally came and appeared before me: **JOSEPH M. JONES, JR., SUSAN JONES GUNDLACH** and **EUGENIE JONES HUGER**, appearing herein in their capacity as the Managers for **JOSEPH M. JONES ENTERPRISES, L.L.C.**, a Louisiana Limited Liability Corporation, to me personally known to be the persons whose names are subscribed to the foregoing instrument, and declared and acknowledged to me, notary, in the presence of the undersigned competent witnesses, that they executed the same on behalf of the said corporation with full authority of the Operating Agreement, and that the said foregoing instrument is the free act and deed of the said corporation, and was executed for the uses, purposes and benefits therein expressed.

WITNESSES:

Rene M Fuselier

Michael H. Smith

JOSEPH M. JONES ENTERPRISES, L.L.C.

Joseph M. Jones

By: JOSEPH M. JONES, JR., as Manager

TIN No.: 72-0692769

Rene M Fuselier

Michael H. Smith

JOSEPH M. JONES ENTERPRISES, L.L.C.

Susan Jones Gundlach

By: SUSAN JONES GUNDLACH, as Manager

TIN No.: 72-0692769

Rene M Fuselier

Michael H. Smith

JOSEPH M. JONES ENTERPRISES, L.L.C.

Eugenie Jones Huger

By: EUGENIE JONES HUGER., as Manager

TIN No.: 72-0692769



Diana S. Schehr

NOTARY PUBLIC

Diana S. Schehr

(Printed Name)

STATE OF Louisiana

My Commission expires at death.

DIANA S. SCHEHR, NOTARY PUBLIC

PARISH OF PLAQUEMINES, LA.

MY COMMISSION IS FOR LIFE.

* * * * *

THUS DONE AND SIGNED in _____, State of Louisiana, on this _____ day of _____, 1999, appeared CAROLYN CRUSEL WOGAN, before the undersigned and competent witnesses, who hereunto signed their names with said appearers and me, Notary, after a reading of the whole.

WITNESSES:

CAROLYN CRUSEL WOGAN

SSN No:

NOTARY PUBLIC

(Printed Name)

STATE OF _____

My Commission expires _____.

WITNESSES:

JOSEPH M. JONES ENTERPRISES, L.L.C.

By: JOSEPH M. JONES, JR., as Manager
TIN No.: 72-0692769

JOSEPH M. JONES ENTERPRISES, L.L.C.

By: SUSAN JONES GUNDLACH, as Manager
TIN No.: 72-0692769

JOSEPH M. JONES ENTERPRISES, L.L.C.

By: EUGENIE JONES HUGER., as Manager
TIN No.: 72-0692769

NOTARY PUBLIC

(Printed Name)

STATE OF _____
My Commission expires _____.

* * * * *

THUS DONE AND SIGNED in NEW ORLEANS, State of Louisiana, on this 29 day of APRIL, 1999, appeared **CAROLYN CRUSEL WOGAN**, before the undersigned and competent witnesses, who hereunto signed their names with said appearers and me, Notary, after a reading of the whole.

WITNESSES:

Susan M. Piment

Carolyn Crusel Wogan
CAROLYN CRUSEL WOGAN
SSN No: _____

Margaret Jayne

E. Jane Rolling
NOTARY PUBLIC
E. Jane Rolling

(Printed Name)

STATE OF LOUISIANA
My Commission expires with life.

E. JANE ROLLING
NOTARY PUBLIC
Parish of Orleans, State of Louisiana
My Commission is issued for Life



* * * *

THUS DONE AND SIGNED in New Orleans, State of Louisiana, on this 15th day of April, 1999, appeared **CORNELIUS C. CRUSEL, JR.**, before the undersigned and competent witnesses, who hereunto signed their names with said appearers and me, Notary, after a reading of the whole.

WITNESSES:

Tommy C. LaBasse

Susan M. Proulx

Cornelius C. Crusel, Jr.
CORNELIUS C. CRUSEL, JR.

SSN No: [REDACTED]

John D. Wogan
NOTARY PUBLIC

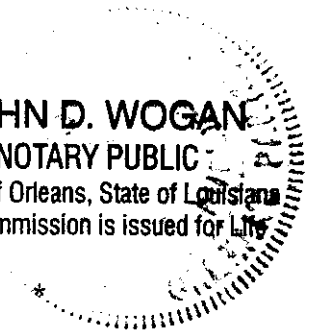
(Printed Name)

STATE OF _____

My Commission expires _____

JOHN D. WOGAN
NOTARY PUBLIC

Parish of Orleans, State of Louisiana
My Commission is issued for Life



* * *

THUS DONE AND SIGNED in _____, State of _____ on this _____ day of _____, 1999, appeared, **HENRY ROBERT ALKER, JR.** before the undersigned and competent witnesses, who hereunto signed their names with said appearers and me, Notary, after a reading of the whole.

WITNESSES:

Henry Robert Alker, Jr.
HENRY ROBERT ALKER, JR.

SSN No: [REDACTED]

NOTARY PUBLIC

(Printed Name)

STATE OF _____

My Commission expires _____

* * *

* * * *

THUS DONE AND SIGNED in _____, State of Louisiana, on this _____ day of _____, 1999, appeared **CORNELIUS C. CRUSEL, JR.**, before the undersigned and competent witnesses, who hereunto signed their names with said appearers and me, Notary, after a reading of the whole.

WITNESSES:

CORNELIUS C. CRUSEL, JR.

SSN No: _____

NOTARY PUBLIC

(Printed Name)

STATE OF _____

My Commission expires _____.

* * * *

THUS DONE AND SIGNED in West Palm Beach, State of Florida on this Wednesday of February, 1999, appeared, **HENRY ROBERT ALKER, JR.** before the undersigned and competent witnesses, who hereunto signed their names with said appearers and me, Notary, after a reading of the whole.

WITNESSES:

Frank Buzic

Henry Robert Alker, Jr

James M. Rodgers

HENRY ROBERT ALKER, JR.

SSN No: _____

Laura K. Rosencrans

NOTARY PUBLIC

Laura K. Rosencrans

(Printed Name)

STATE OF Florida

My Commission expires 3/14/02.

* * * *

OFFICIAL NOTARY SEAL
LAURA K ROSENCRANS
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC716497
MY COMMISSION EXP. MAR. 14, 2002

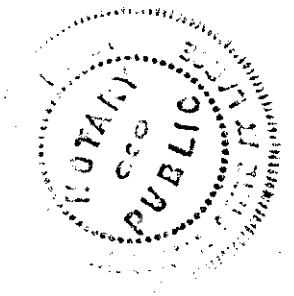
THUS DONE AND SIGNED in Autauga County, State of Alabama,
on this 7 day of April, 1999, appeared PHILLIP R. ALKER, before the
undersigned and competent witnesses, who hereunto signed their names with said appearers and me,
Notary, after a reading of the whole.

WITNESSES:

Sue Y. Jamieson
[Signature]

Phillip R. Alker
PHILLIP R. ALKER
SSN No: [Redacted]

Florence J. Eddy
NOTARY PUBLIC
Florence J. Eddy
(Printed Name)
STATE OF Alabama
My Commission expires 11-14-99.



* * * *

THUS DONE AND SIGNED in _____, State of Louisiana, on this
____ day of _____, 1999, appeared JACK A. BLOSSMAN, SR., before the
undersigned and competent witnesses, who hereunto signed their names with said appearers and me,
Notary, after a reading of the whole.

WITNESSES:

JACK A. BLOSSMAN, SR.
SSN No: [Redacted]

NOTARY PUBLIC
(Printed Name)
STATE OF _____
My Commission expires _____.

* * * *

THUS DONE AND SIGNED in _____, State of _____,
on this _____ day of _____, 1999, appeared **PHILLIP R. ALKER**, before the
undersigned and competent witnesses, who hereunto signed their names with said appearers and me,
Notary, after a reading of the whole.

WITNESSES:

PHILLIP R. ALKER

SSN No: _____

NOTARY PUBLIC

(Printed Name)

STATE OF _____
My Commission expires _____.

* * * *

THUS DONE AND SIGNED in Covington, State of Louisiana, on this
18 day of February, 1999, appeared **JACK A. BLOSSMAN, SR.**, before the
undersigned and competent witnesses, who hereunto signed their names with said appearers and me,
Notary, after a reading of the whole.

WITNESSES:

[Signature]

Shirley Evans

[Signature]

JACK A. BLOSSMAN, SR.

SSN No: _____

[Signature]

NOTARY PUBLIC

(Printed Name)

STATE OF Louisiana
My Commission expires 11/27/01

* * * *

ST. MARTIN PARISH, LOUISIANA

TRACT: 2208E (REVISED 12 AUGUST 1997)
OWNER: CAROLYN STAUFFER CRUSEL WOGAN, ET AL
ACRES: 800.15 ±

A tract of land located in Sections 71, 72 and 73, Township 8 South, Range 8 East, St. Martin Parish, Louisiana, and being more particularly described as follows:

Beginning at the southeast corner of Section 71, Township 8 South, Range 8 East; thence along the north property line and the west property line of the property owned by Richard Billeaud Bell, et al, or assigns, in two (2) courses and distances as follows: thence South 89 degrees 39 minutes 51 seconds West, a distance of 5289.09 feet to the southwest corner of Section 71; thence South 00 degrees 08 minutes 04 seconds West, a distance of 2661.26 feet to the northwest corner of the property owned by John Crawson, et al, or assigns; thence continue South 00 degrees 08 minutes 04 seconds West along the west property line of the property owned by John Crawson, et al, or assigns, a distance of 121.60 feet to a point on the northerly right-of-way line of Interstate Highway 10; thence South 72 degrees 47 minutes 40 seconds West along the said right-of-way line, a distance of 5357.86 feet to a point on a southeast property line of the property owned by A. Wilbert's Sons Limited Partnership, or assigns; thence along six (6) southeast property lines of the property owned by A. Wilbert's Sons Limited Partnership, or assigns, in six (6) courses and distances as follows: thence North 44 degrees 53 minutes 44 seconds East, a distance of 1449.98 feet to a corner; thence North 34 degrees 23 minutes 44 seconds East, a distance of 1766.31 feet to a corner; thence North 29 degrees 08 minutes 44 seconds East, a distance of 940.04 feet to a corner; thence North 34 degrees 53 minutes 44 seconds East, a distance of 943.36 feet a corner; thence North 27 degrees 38 minutes 44 seconds East, a distance of 972.47 feet to a corner; thence North 27 degrees 38 minutes 42 seconds East, a distance of 879.84 feet to the southeast corner of the property owned by Haynesville Mercantile Company, Inc., or assigns; thence along two (2) southeast property lines of the property owned by Haynesville Mercantile Company, Inc., or assigns, in two (2) courses and distances as follows: thence North 33 degrees 23 minutes 44 seconds East, a distance of 935.42 feet to a corner; thence North 46 degrees 21 minutes 28 seconds East, a distance of 972.65 feet to a northwest corner of the property owned by Joe E. Marx, III, et al, or assigns; thence along the west property line, the south property line and the east property line of the property owned by Joe E. Marx, III, et al, or assigns, in three (3) courses and distances as follows: thence South 00 degrees 33 minutes 57 seconds East, a distance of 164.93 feet to a corner; thence North 89 degrees 26 minutes 03 seconds East, a distance of 2636.82 feet to a corner; thence North 00 degrees 43 minutes 57 seconds West, a distance of 2679.48 feet to a point on the

EXHIBIT A

TRACT 2208E (Continued)

south property line of the property owned by Texaco Exploration & Production Inc., or assigns; thence North 89 degrees 49 minutes 47 seconds East along the said property line, a distance of 2339.16 feet to a point on the west bankline of Whiskey Bay Pilot Channel; thence generally southeasterly along the meanders of the said bankline, a distance of 476.26 feet to a point on the west property line of other property owned by Haynesville Mercantile Company, Inc., or assigns; thence South 00 degrees 46 minutes 56 seconds East along the said property line, a distance of 2295.65 feet to the northwest corner of other property owned by A. Wilbert's Sons Limited Partnership, or assigns; thence continue South 00 degrees 46 minutes 56 seconds East along the west property line of the said other property owned by A. Wilbert's Sons Limited Partnership, or assigns, a distance of 2661.26 feet, to the POINT OF BEGINNING.

The above described tract contains 800.15 acres, more or less.

It is the intention of this description to include a part of the same land acquired by Carolyn Stauffer Crusel Wogan from Cornelius C. Crusel, Sr., by Sale Of Property, dated December 30, 1987, recorded in Conveyance Book 1089, Page 793, under Entry No. 249244, which is recorded in the records of St. Martin Parish, Louisiana.

ST. MARTIN PARISH, LOUISIANA

TRACT: 2300E (REVISED 20 AUGUST 1997)
OWNER: CAROLYN STAUFFER CRUSEL WOGAN, ET AL
ACRES: 2987.66 ±

A tract of land located in Sections 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 73 and 82, Township 8 South, Range 8 East, and Sections 1, 2, 3, 4, 5 and 6, Township 9 South, Range 8 East, and accretion added thereto, St. Martin Parish, Louisiana, and being more particularly described as follows:

Beginning at the northeast corner of Section 82, Township 8 South, Range 8 East; thence along a north property line and eight (8) west property lines of the property owned by Texaco Exploration & Production Inc., or assigns, in nine (9) courses and distances as follows: thence South 00 degrees 08 minutes 04 seconds West, a distance of 2661.26 feet to a re-entrant corner of the property owned by Texaco Exploration & Production Inc., or assigns; thence South 89 degrees 45 minutes 46 seconds West, a distance of 1899.09 feet to a corner; thence South 26 degrees 23 minutes 48 seconds East, a distance of 1067.84 feet to a corner; thence South 22 degrees 18 minutes 43 seconds East, a distance of 1474.83 feet to a corner; thence South 14 degrees 48 minutes 42 seconds East, a distance of 349.25 feet to a corner; thence South 15 degrees 12 minutes 57 seconds East, a distance of 1318.02 feet to a corner; thence South 10 degrees 02 minutes 03 seconds West, a distance of 1867.80 feet to a corner; thence South 07 degrees

TRACT 2300E (Continued)

27 minutes 57 seconds East, a distance of 1339.80 feet to a corner; thence South 06 degrees 12 minutes 57 seconds East, a distance of 1338.48 feet to the northwest corner of the property owned by Board of Commissioners for the Atchafalaya Basin Levee District, or assigns; thence along three (3) west property lines of the property owned by Board of Commissioners for the Atchafalaya Basin Levee District, or assigns, in three (3) courses and distances as follows: thence South 04 degrees 59 minutes 10 seconds West, a distance of 911.94 feet to a corner; thence South 13 degrees 56 minutes 57 seconds East, a distance of 969.41 feet to a corner; thence South 08 degrees 42 minutes 50 seconds East, a distance of 959.94 feet to a northwest corner of the property owned by Kurzweg Enterprises, L.L.C., et al, or assigns; thence along three (3) west property lines of the property owned by Kurzweg Enterprises, L.L.C., et al, or assigns, in three (3) courses and distances as follows: thence South 06 degrees 13 minutes 19 seconds East, a distance of 946.90 feet to a corner; thence South 12 degrees 27 minutes 11 seconds East, a distance of 976.16 feet to corner; thence South 13 degrees 41 minutes 59 seconds East, a distance of 968.77 feet to the northeast corner of other property owned by Kurzweg Enterprises, L.L.C., et al, or assigns; thence South 89 degrees 37 minutes 12 seconds West along the north property line of the said other property owned by Kurzweg Enterprises, L.L.C., et al, or assigns, a distance of 7327.65 feet to a point on the east bankline of the Atchafalaya River; thence generally northwesterly, northerly, northeasterly and northwesterly along the meanders of the said bankline, a distance of 12,556.63 feet to a point on the southeast property line of the property owned by Haynesville Mercantile Company, Inc., or assigns; thence North 22 degrees 30 minutes 03 seconds East along the projection of the west line of Section 29 and the said property line, a distance of 225.47 feet to the southwest corner of Section 29; thence continue North 22 degrees 30 minutes 03 seconds East along the said property line, a distance of 6673.24 feet to the southwest corner of the property owned by A. Wilbert's Sons Limited Partnership, or assigns; thence North 61 degrees 24 minutes 39 seconds East along the south property line of the property owned by A. Wilbert's Sons Limited Partnership, or assigns, a distance of 951.06 feet to a point on the southerly right-of-way line of Interstate Highway 10; thence North 72 degrees 47 minutes 40 seconds East along the said right-of-way line, a distance of 6314.35 feet to a point on the west property line of the property owned by John Crawson, et al, or assigns; thence South 00 degrees 08 minutes 04 seconds West along the said property line, a distance of 2225.39 feet, to the POINT OF BEGINNING.

The above described tract contains 2987.66 acres, more or less.

It is the intention of this description to include a part of the same land acquired by Carolyn Stauffer Crusel Wogan from Cornelius C. Crusel, Sr., et ux, by Sale Of Property, dated December 30, 1987, recorded in Conveyance Book 1089, Page 793, under Entry No. 249244, which is recorded in the records of St. Martin Parish, Louisiana.

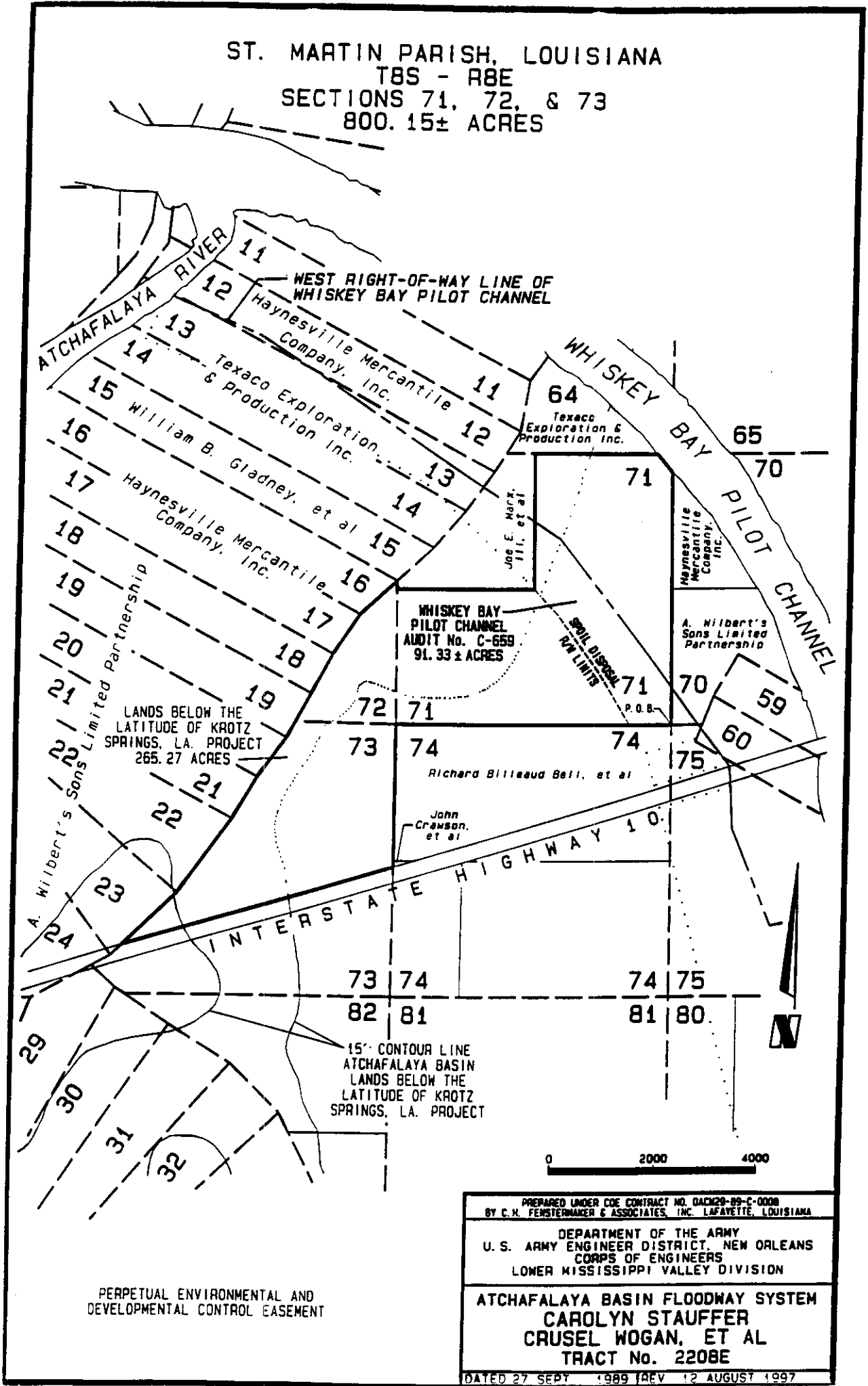


EXHIBIT B
PAGE 1 of 2

ST. MARTIN PARISH, LOUISIANA
SECTIONS 29-38, 73 & 82, T8S-R8E
SECTIONS 1-6, T9S-R8E
2987.66 ± ACRES

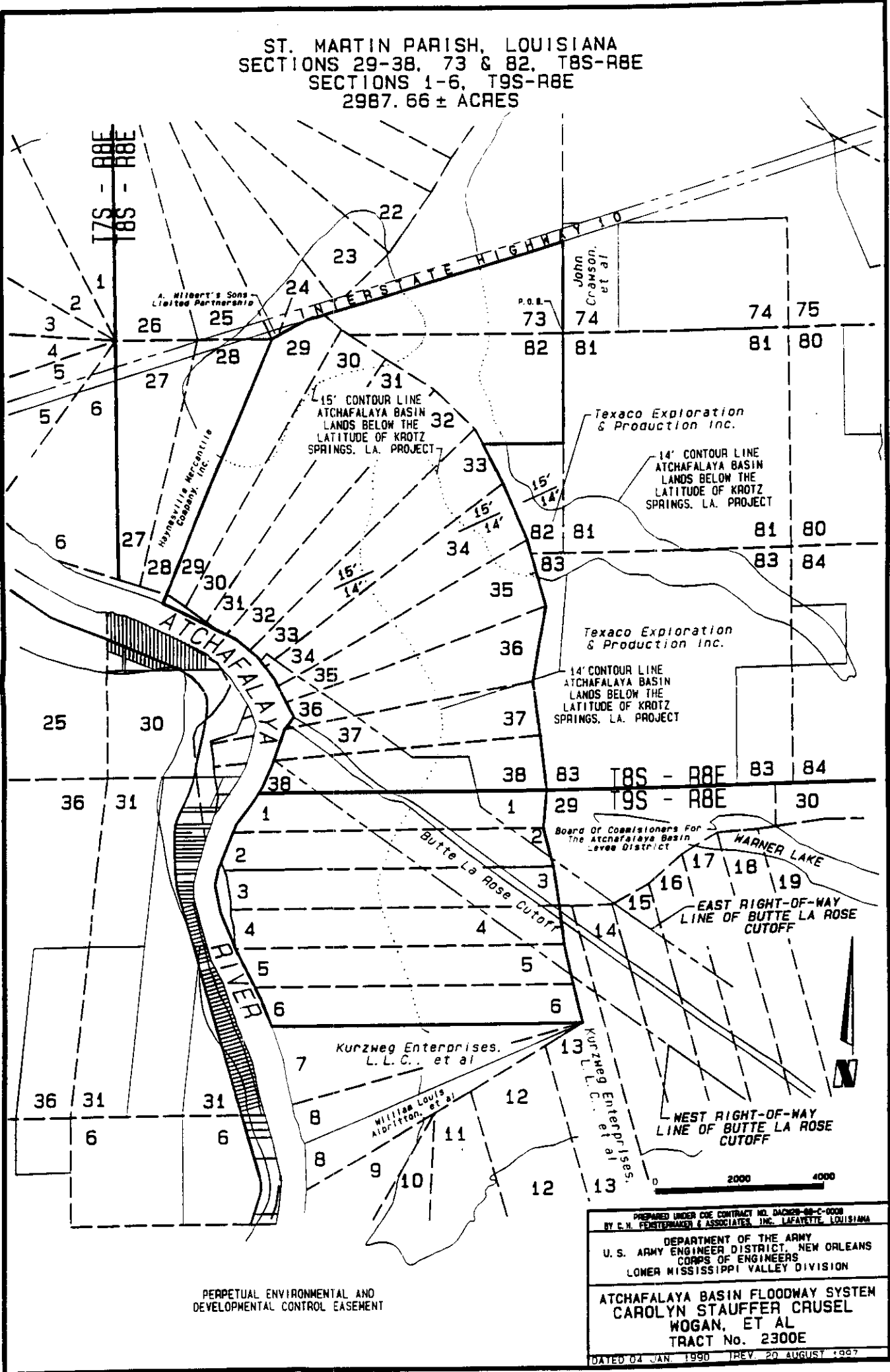


EXHIBIT B

EXHIBIT C

Tract 2208 E

Developmental Control and Environmental Protection Easement

Tract No.2208 E is a parcel of woodland, containing 800.15 acres, more or less. A large portion of this land is encumbered with the Whiskey Bay Pilot Channel, 260 acres are inoperable lands and 10 acres are utility rights-of-way. There are no improvements on this property. The property is currently used for timber production and mineral and hunting leases.

CONVEYANCE
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EXHIBIT C

Tract 2300 E

Developmental Control and Environmental Protection Easement

Tract No.2300 E is a parcel of woodland, containing 2987.66 acres, more or less. 445.66 acres are inoperable lands with the remainder of the lands being woodlands. There is a camp consisting of a 15 x 20 structure in good condition on this property. The property is currently used for timber production and mineral and hunting leases.

CONVEYANCE
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1308 403

Atchafalaya Basin Floodway System,
Louisiana Project
Tract Nos. 2208E and 2300E

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ST. MARTIN

**CONCURRENCE BY SPOUSE OF
EASEMENT/SERVITUDE AGREEMENT**

Before me, the undersigned notary public, and in the presence of the two undersigned competent witnesses, personally appeared JOHN D. WOGAN, of full age of majority, and a resident of and domiciled in the Parish/County of ORLEANS, State of LOUISIANA, who declared that he is the husband of Carolyn Crusel Wogan, and further declared that he does hereby formally concur and agree to the alienation/encumbrance of certain immovable properties by easement/servitude in favor of the United States of America in connection with the U.S. Army Corps of Engineers by instrument styled "Easement/Servitude Agreement", (to which this Concurrence is attached), by and between the United States of America and Joseph M. Jones Enterprises, L.L.C., et al, covering 3,787.81 acres, more or less, designated as Tract Nos. 2208E and 2300E wherein appearer's spouse, Carolyn Crusel Wogan, agreed to encumber said lands located in St. Martin Parish, Louisiana, with a perpetual environmental and developmental control easement and servitude for and in consideration of the total sum of \$460,000.00.

Thus done and passed in NEW ORLEANS, State of LOUISIANA, in the presence of the two undersigned competent witnesses and me, notary public, after reading the whole of the instrument, Easement/Servitude Agreement and foregoing Concurrence.

WITNESSES:

Susan M. Pundt

John D. Wogan

Margaret Taylor

Printed Name: JOHN D. WOGAN

E. Jane Rolling

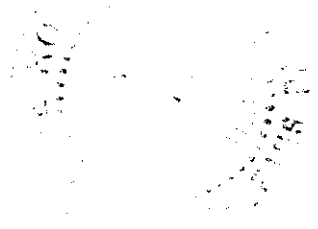
NOTARY PUBLIC
E. Jane Rolling

(Printed Name)

STATE OF LOUISIANA

My Commission expires with life.

E. JANE ROLLING
NOTARY PUBLIC
Parish of Orleans, State of Louisiana
My Commission is issued for Life



CONVEYANCE
BOOK PAGE
1308 404

Atchafalaya Basin Floodway System,
Louisiana Project
Tract Nos. 2208E and 2300E

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ST. MARTIN

**CONCURRENCE BY SPOUSE OF
EASEMENT/SERVITUDE AGREEMENT**

Before me, the undersigned notary public, and in the presence of the two undersigned competent witnesses, personally appeared Elizabeth B. Crusel, of full age of majority, and a resident of and domiciled in the Parish/~~County~~ of Orleans, State of Louisiana, who declared that she is the wife of Cornelius C. Crusel, Jr., and further declared that she does hereby formally concur and agree to the alienation/ encumbrance of certain immovable properties by easement/servitude in favor of the United States of America in connection with the U.S. Army Corps of Engineers by instrument styled "Easement/Servitude Agreement", (to which this Concurrence is attached), by and between the United States of America and Joseph M. Jones Enterprises, L.L.C., et al, covering 3,787.81 acres, more or less, designated as Tract Nos. 2208E and 2300E wherein appearer's spouse, Cornelius C. Crusel, Jr., agreed to encumber said lands located in St. Martin Parish, Louisiana, with a perpetual environmental and developmental control easement and servitude for and in consideration of the total sum of \$460,000.00.

Thus done and passed in New Orleans, State of Louisiana, in the presence of the two undersigned competent witnesses and me, notary public, after reading the whole of the instrument, Easement/Servitude Agreement and foregoing Concurrence.

WITNESSES:

Leese M. Peard

Elizabeth B. Crusel

Flarence M. Curwin

Printed Name: _____

E. Jane Rolling
NOTARY PUBLIC
E. Jane Rolling
(Printed Name)
STATE OF Louisiana
My Commission expires with life.

E. JANE ROLLING
NOTARY PUBLIC
Parish of Orleans, State of Louisiana
My Commission is issued for Life



CONVEYANCE
BOOK PAGE
1308 405

Atchafalaya Basin Floodway System,
Louisiana Project
Tract Nos. 2208E and 2300E

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ST. MARTIN

**CONCURRENCE BY SPOUSE OF
EASEMENT/SERVITUDE AGREEMENT**

Before me, the undersigned notary public, and in the presence of the two undersigned competent witnesses, personally appeared Barbara Alker, of full age of majority, and a resident of and domiciled in the Parish/County of Palm Beach, State of Florida, who declared that she is the wife of Henry Robert Alker, Jr., to whom she has been married to since April 20, 1996, and further declared that she does hereby formally concur and agree to the alienation/ encumbrance of certain immovable properties by easement/servitude in favor of the United States of America in connection with the U.S. Army Corps of Engineers by instrument styled "Easement/Servitude Agreement", (to which this Concurrence is attached), by and between the United States of America and Joseph M. Jones Enterprises, L.L.C., et al, covering 3,787.81 acres, more or less, designated as Tract Nos. 2208E and 2300E wherein appearer's spouse, Henry Robert Alker, Jr., agreed to encumber said lands located in St. Martin Parish, Louisiana, with a perpetual environmental and developmental control easement and servitude for and in consideration of the total sum of \$460,000.00.

Thus done and passed on this 17 day of June, 1999, in the city/ community of West Palm Beach State of Florida, in the presence of the two undersigned competent witnesses and me, notary public, after reading the whole of the instrument, Easement/Servitude Agreement and foregoing Concurrence.

WITNESSES:

[Signature]

Barbara Alker

Bernie Wells

Printed Name: Barbara Alker

Laura K. Rosenkrans

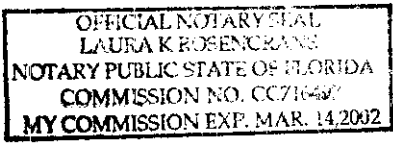
NOTARY PUBLIC

Laura K. Rosenkrans

(Printed Name)

STATE OF Florida

My Commission expires 3/14/02.



Jun-17-99 10:19

From-LISW LEWIS

5045817999

T-740 P.01/01 F-816

PROJECT: ATCHAFALAYA FLOODWAY
BASIN SYSTEM, TRACT NOS. 2208E and 2300E
ST. MARTIN PARISH, LOUISIANA

STATE OF FLORIDA
COUNTY OF PALM BEACH

AFFIDAVIT OF MARITAL STATUS

Before me, the undersigned notary public, duly commissioned and qualified in and for the aforesaid state and county (or parish), personally came and appeared:

HENRY ROBERT ALKER, JR., and
BARBARA ALKER, husband and wife,
(Name of Affiants)

who reside in the Town/City of Palm Beach, County of Palm Beach,
State of Florida, and whose mailing address is:

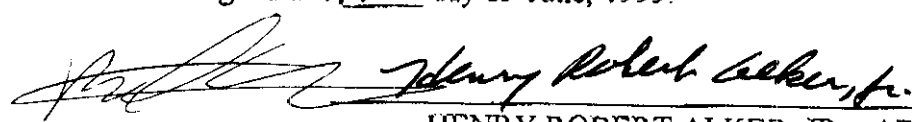
Post Office Box P.O. Box 2054, Palm Beach, FL 33480.
(Post Office or street and number) (City or Town) (State and Zip Code)

being of full legal age, for the purpose of establishing the legal ownership of certain lands in the Atchafalaya Basin Floodway System in which the U.S. Army Corps of Engineers, after being duly sworn, the said Affiants did depose and say:

(1) THAT I, HENRY ROBERT ALKER, JR., was an unmarried man from June 1, 1989, until I married in November of 1989. Without limiting the foregoing, I was not married at the time of execution and recordation of that certain Dation en Paiement granted by Louisiana Land and Drilling Corporation, Inc. to Henry Roberts Alker, Jr. and others, dated June 30, 1989, and recorded in the conveyance records of St. Martin Parish, Louisiana, in COB 1107, Folio 360, Entry No. 252991. I married my present wife, Barbara Alker, on April 20, 1996.


(2) THAT I, BARBARA ALKER, concur with the above statement by my husband, Henry Robert Alker, Jr., that he was an unmarried man from June 1, 1989 until he married in November of 1989, and that I married Henry Roberts Alker, Jr. on April 20, 1996.

THUS DONE and signed this 17th day of June, 1999.


HENRY ROBERT ALKER, JR., AFFIANT


BARBARA ALKER, AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME, on this 17th day of June, 1999.


NOTARY PUBLIC
Laura K Rosencrans
(Print name of Notary Public)

STATE OF FLORIDA

My commission expires: 3/14/02

OFFICIAL NOTARY SEAL
LAURA K ROSENCRANS
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC716497
MY COMMISSION EXP. MAR. 14, 2002

CONVEYANCE
BOOK PAGE

1308

407

Atchafalaya Basin Floodway System,
Louisiana Project
Tract Nos. 2208E and 2300E

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ST. MARTIN

**CONCURRENCE BY SPOUSE OF
EASEMENT/SERVITUDE AGREEMENT**

Before me, the undersigned notary public, and in the presence of the two undersigned competent witnesses, personally appeared ELIZABETH L. ALKER, of full age of majority, and a resident of and domiciled in the Parish/County of AUTAUGA, State of ALABAMA, who declared that she is the wife of Phillip R. Alker, to whom she has been married to since NOVEMBER 21, 1953, and further declared that she does hereby formally concur and agree to the alienation/encumbrance of certain immovable properties by easement/servitude in favor of the United States of America in connection with the U.S. Army Corps of Engineers by instrument styled "Easement/Servitude Agreement", (to which this Concurrence is attached), by and between the United States of America and Joseph M. Jones Enterprises, L.L.C., et al, covering 3,787.81 acres, more or less, designated as Tract Nos. 2208E and 2300E wherein appearer's spouse, Phillip R. Alker, agreed to encumber said lands located in St. Martin Parish, Louisiana, with a perpetual environmental and developmental control easement and servitude for and in consideration of the total sum of \$460,000.00.

Thus done and passed on this 14TH day of JUNE, 1999, in the city/community of PRATTVILLE, State of ALABAMA, in the presence of the two undersigned competent witnesses and me, notary public, after reading the whole of the instrument, Easement/Servitude Agreement and foregoing Concurrence.

WITNESSES:

Ellen W. Johnson

Elizabeth L. Alker

Amy Edwards

Printed Name: ELIZABETH L. ALKER

Patricia A. Henson

NOTARY PUBLIC

PATRICIA A. HENSON

(Printed Name)

STATE OF ALABAMA

My Commission expires 9/6/99.

CONVEYANCE
BOOK PAGE
1308 408

Atchafalaya Basin Floodway System,
Louisiana Project
Tract Nos. 2208E and 2300E

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ST. MARTIN

**CONCURRENCE BY SPOUSE OF
EASEMENT/SERVITUDE AGREEMENT**

Before me, the undersigned notary public, and in the presence of the two undersigned competent witnesses, personally appeared Raleigh P. Blossman, of full age of majority, and a resident of and domiciled in the Parish/County of ST. TAMMANY, State of LOUISIANA, who declared that she is the wife of Jack A. Blossman, Sr., to whom she has been married to since April 29, 1962, and further declared that she does hereby formally concur and agree to the alienation/ encumbrance of certain immovable properties by easement/servitude in favor of the United States of America in connection with the U.S. Army Corps of Engineers by instrument styled "Easement/Servitude Agreement", (to which this Concurrence is attached), by and between the United States of America and Joseph M. Jones Enterprises, L.L.C., et al, covering 3,787.81 acres, more or less, designated as Tract Nos. 2208E and 2300E wherein appearer's spouse, Jack A. Blossman, Sr., agreed to encumber said lands located in St. Martin Parish, Louisiana, with a perpetual environmental and developmental control easement and servitude for and in consideration of the total sum of \$460,000.00.

Thus done and passed on this 16 day of June, 1999, in the city/ community of Covington, State of LOUISIANA, in the presence of the two undersigned competent witnesses and me, notary public, after reading the whole of the instrument, Easement/Servitude Agreement and foregoing Concurrence.

WITNESSES:

Sherley Evans

Raleigh P. Blossman

Spencer Miller

Printed Name: Raleigh P. Blossman

Joseph E. D'Amico

NOTARY PUBLIC
JOSEPH E. D'AMICO

(Printed Name)

STATE OF LOUISIANA
My Commission expires AT 12:00