Evangeline Parish Recording Page

Walter Lee
Clerk of Court
P.O. Drawer 347
Ville Platte, LA 70586
(337) 363-5671

Received From :
GED INVESTMENTS LA LLC

First VENDOR
GDE INVESTMENTS LA LLC

First PURCHASER
CALCASIEU/MERMENTAU WETLAND CHARITABLE TRUST

Index Type : Conveyances

File Number : 567510

Type of Document : Servitude Agreement

Book : 349 **Page :** 429

Recording Pages : 3

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Evangeline Parish, Louisiana

On (Recorded Date) : 08/15/2008

At (Recorded Time) : 10:20:31AM

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AMENDMENT TO CONSERVATION SERVITUDE

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF LAFAYETTE

Be it known on this 15th day of August, 2008, before me, the undersigned Notary Public, duly commissioned and qualified in and for the State of Louisiana and in the presence of the undersigned competent witnesses, personally came and appeared:

GDE INVESTMENTS LA, L.L.C., a Louisiana Limited Liability Company (hereinafter referred to as "GRANTOR"), herein represented by Gregory Elliott, Managing Member, who, after being duly sworn by me, Notary Public, declared that:

On or about June 28, 2007 GRANTOR did sign a Conservation Servitude agreement establishing a Mitigation Area pursuant to L.R.S. 9:1271 et seq transferring certain properties to the CALCASIEU/MERMENTAU WETLAND CHARITABLE TRUST (hereinafter referred to as "HOLDER") certain properties located in Evangeline Parish, Louisiana. By this act GRANTOR and HOLDER do hereby amend the original Conservation Servitude to remove that portion of the property located in Section 15, T-3-S, R-2-W as shown on paragraph number 1 on said Conservation Servitude Agreement. Therefore, we the undersigned parties do hereby amend the original Conversation Servitude Agreement so that paragraph one shall read as follows, to wit:

1. GRANTOR, in consideration of the mutual benefit to be derived in the establishment of GDE Investments, La, L.L.C. Mitigation Area and pursuant to L.R.S. 9:1271 et seq., do by these presents, grant, transfer, convey and deliver unto GRANTEE, the Calcasieu/Mermentau Wetland Charitable Trust (hereinafter "HOLDER"), with all legal warranties and with full subrogation and to all rights and actions in warranty which GRANTOR has or may have against all preceding owners and vendors, possession and delivery of a certain CONSERVATION SERVITUDE, in, on, over, upon and across the following described property:

   All of Section 9, less and except S ½ of SW ¼ , T-3-S, R-2-W and N ½ and NE ¼ Section 16, T-3-S,. R-2-W,
   Parish of Evangeline, State of Louisiana

GRANTOR and HOLDER do hereby request that the Clerk of Court of Evangeline Parish indicate on the original Conservation Servitude which is recorded in Conveyance Book 559707 333 at page 581 of the records of the Evangeline Parish Clerk of Court this amendment to the original Conservation Servitude Agreement. Henceforth, the Conservation Servitude shall be amended as set forth herein.

THUS DONE AND SIGNED on the day, month and year first above written in the presence of the competent undersigned witnesses, and appearers, and me, Notary Public, after a due reading of the whole.

WITNESSES:

George Kipling Manuel

Printed Name: GEORGE KIPLING MANUEL

Printed Name: Jessica P. West

APPEARERS:

Greg Elliott

GDE INVESTMENTS LA, L.L.C. by Gregory Elliott, Managing Member

Greg Elliott

CALCASIEU/MERMENTA WETLAND CHARITABLE TRUST, by Gregory Elliott

Pamela Aucoin

NOTARY PUBLIC

Printed Name: Pamela Aucoin

Notary I.D. No.: Notary Public #35329

G D E INVESTMENTS, LA, L.L.C.
"CERTIFICATE OF MORTGAGE "

STATE OF LOUISIANA
PARISH OF EVANGELINE

I HEREBY CERTIFY, that after a careful examination of the indices to the mortgage records of this office for TEN (10) years back from this date, there appears no evidence of any uncancelled mortgage recorded in the name(s) of:

G D E INVESTMENTS, LA, L.L.C. & GREGORY DALE ELLIOTT
operating upon the following property, to wit:

All of Section 9, less and except S ½ of S/W 1/4 T3S R2W
N ½ of NE 1/4 Section 16 T3S R2W
NW 1/4 and NW ½ of NE 1/4 of N/W 1/4 of Section 15 T3 R2W
Parish of Evangeline, State of Louisiana

OTHER THAN:

N O N E

Regardless of present or past ownership of said property this certificate is made in said name(s) exactly as above given, and in no other than the name(s) for the reason that the person ordering this certificate requested it be prepared in the above given name(s).

IN FAITH WHEREOF, Witness my Official Signature and Seal of Office at Ville Platte, Louisiana, this 6TH day of MARCH, 2007 AT 8:00 A.M.

WALTER LEE, CLERK OF COURT

Charity Vignat
DEPUTY CLERK OF COURT

G D E INVESTMENTS, LA, L.L.C.
"SUPPLEMENTAL CERTIFICATE OF MORTGAGE"

STATE OF LOUISIANA
PARISH OF EVANGELINE

I HEREBY CERTIFY, that after a careful examination of the indices to the mortgage records of this office from MARCH 6, 2007 up to the present date, there appears no evidence of any uncancelled mortgages recorded in the name(s):

G D E INVESTMENTS, LA, L.L.C. & GREGORY DALE ELLIOTT

operating upon the property described in the original certificate of mortgage attached:

OTHER THAN:

N O N E

IN FAITH WHEROF, Witness my Official Signature & Seal of Office at Ville Platte, Louisiana, this 8TH day of AUGUST, 2008 AT 8:00 A.M.

WALTER LEE, CLERK OF COURT

DEPUTY CLERK OF COURT

Evangeline Parish Recording Page

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(337) 363-5671

Received From :
GDE INVESTMENTS L L C

First VENDOR
GDE INVESTMENTS LA L L C

First PURCHASER
CALCASIEU/MERMENTAU WETLND CHARITABLE TRUST

Index Type : Conveyances

File Number : 559707

Type of Document : Servitude Agreement

Book : 333 **Page :** 581

Recording Pages : 4

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Evangeline Parish, Louisiana

On (Recorded Date) : 09/06/2007

At (Recorded Time) : 9:34:23AM

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CONSERVATION SERVITUDE

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BE IT KNOWN, that on this 28 day of JUNE, 2007, before me, the undersigned Notary Public, duly commissioned and qualified in and for the State and Parish aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared GDE Investments LA, L.L.C., a Louisiana limited liability company, who, after being duly sworn by me, Notary Public, (hereinafter "GRANTOR"), and who declares:

1. GRANTOR, in consideration of the mutual benefits to be derived in the establishment of the GDE Investments La, L.L.C. Mitigation Area and pursuant to L.R.S. 9.1271 et seq., do by these presents, grant, transfer, convey and deliver unto GRANTEE, The Calcasieu/Mermentau Wetland Charitable Trust (hereinafter "HOLDER"), with all legal warranties and with full subrogation and to all rights and actions in warranty which GRANTOR has or may have against all preceding owners and vendors, possession and delivery of a certain CONSERVATION SERVITUDE, in, on, over, upon and across the following described property:

   All of Section 9, less and except S ½ of S/W 1/4 T3S R2W
   N ½ of NE 1/4 Section 16 T3S R2W
   NW 1/4 and NW ½ of NE 1/4 of N/W 1/4 of Section 15 T3 R2W
   Parish of Evangeline, State of Louisiana

2. GRANTOR warrants that it owns the PROPERTY in fee simple and that said PROPERTY is free from any mortgage, lien, judgment or encumbrance that will or may conflict with the purposes of this Conservation Servitude.

3. "HOLDER" is qualified to hold this Conservation Servitude by virtue of being:

   A charitable corporation, charitable association, or charitable trust, qualified under § 501 (c)(3) of the U.S. Internal Revenue Code, the purposes or powers of which include:

   1) retaining or protecting the natural, scenic, or open-space values of immovable property;
   2) assuring the availability of immovable property for agricultural, forest, recreational of open-space use;
   3) protecting natural resources;
   4) maintaining or enhancing air or water quality; or

5) preserving the historical, archaeological or cultural aspects of unimproved immovable property.

4. Except as provided in the Mitigation Bank Interagency Agreement, a copy of which is attached hereto and made a part hereof, the property is henceforth set aside and reserved in its natural state, and GRANTOR will take no action or allow any action which diminishes the property's natural state or convert it to another use, which includes, but is not limited to construction of any structure or structures on said Property; the cutting, burning, removal or destruction of vegetation (including trees) on said Property; the placing of any material or objects on Property; the building of roads, trails or paths on said Property; changing the elevation of or contours of said Property; in any way pumping, draining or causing said Property to be drained; the grazing of animals on said Property; allowing commercial, industrial or agricultural activities on said Property; or any other activity inconsistent with preserving said Property's natural state, flora, fauna and/or wetland character. GRANTOR is not, however, required to perform any affirmative action to main said Property in its natural state. GRANTOR specifically reserves all rights to hunting, recreation, forest management, road maintenance, mineral ownership and exploration, high fence installation and such other land uses that are not in contravention of that certain Mitigation Bank Interagency Agreement.

5. The U.S. Army Corps of Engineers, U.S. Environmental Protection Agency, U.S. Fish and Wildlife Service, and Louisiana Department of Wildlife & Fisheries are granted third party rights of enforcement. HOLDER and those with third party rights of enforcement shall have the right to enter and go upon the PROPERTY for purposes of inspection, verifying compliance with their Servitude, and to enforce the provisions of this Servitude. No right of access or entry by the general public to any portion of the property is conveyed by this Servitude.

6. Should GRANTOR, its heirs and assigns, and all subsequent owners, purchases, lessees, grantees, and licensees fail to comply with the requirements of this Servitude, HOLDER and those with third party rights of enforcement may undertake legal proceedings to insure compliance. Among other relief, HOLDER and those with third party rights of enforcement may seek the complete restoration of any breach of this Servitude. Breaches of this Servitude may be actionable without notice. The costs of correcting a breach or costs of restoration, including expenses, court costs and attorneys' fees, shall be paid by the GRANTOR or its heirs and assigns, and all subsequent owners, purchases, lessees, grantees, and licensees. Enforcement shall be at the discretion of the HOLDER and those with third party rights of enforcement, and no omission or delay in acting shall constitute a waiver of any enforcement right. These enforcement rights are in addition to and shall not limit enforcement rights available under other provisions of law or equity, or under any applicable permit or certification.

7. This Conservation Servitude is transferable, but only to a qualified HOLDER as identified in Paragraph 3, above.

8. This Conservation Servitude is binding in perpetuity on GRANTOR, its heirs and assigns, and all subsequent owners, purchases, lessees, grantees, and licensees.

IN TESTIMONY WHEREOF, the parties hereto have signed, executed and acknowledged this instrument as their free and voluntary acts, in multiple originals, in the presence of the undersigned competent witness, and me, Notary Public, on this 28 day of June, 2007, at Lafayette, Louisiana.

WITNESSES:

Print Name: Kerry B. Trahan

Print Name: JEAN M FIKE

GRANTOR:

GDE INVESTMENTS LA, L.L.C.

By: Manager

NOTARY PUBLIC

Print Name:

Notary ID No.:

TF
Notary P
S
My C
LA STAR BAR 7036

WITNESSES:

Print Name: Kerry B. Trahan

Print Name: JEAN M FIKE

GRANTEE:

The Calcasieu/Mermentau Wetland Charitable Trust

By: Trustee

NOTARY PUBLIC

Print Name:

Notary ID No.:

TED W. HOYT
Notary Public, Lafayette
State of Louisia
My Commission is
LA STATE BAR 07036

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GDE INVESTMENTS L L C

First VENDOR
ELLIOTT, GREGORY DALE

First PURCHASER
CALCASIEU/MERMENTAU WETLAND CHARITABLE TRUST

Index Type : Conveyances

File Number : 559706

Type of Document : Trust

Book : 333 **Page :** 576

Recording Pages : 5

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On (Recorded Date) : 09/06/2007

At (Recorded Time) : 9:34:23AM

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The Calcasieu/Mermentau Wetland Charitable Trust

STATE OF LOUISIANA

PARISH OF LAFAYETTE

Before me, the undersigned Notary Public, personally came and appeared, Gregory Dale Elliot, who declared as follows:

Declaration of Trust made as of the 8th day of June, 2007, by Gregory Dale Elliott, of PMB 106,981 Highway 98 East, Suite 3, Destin, Florida 32541, who hereby declares and agrees that he has received this day from Gregory Dale Elliott, as Donor, the sum of Ten Dollars ($10) and that they will hold and manage the same, and any additions to it, in trust, as follows:

I.

This trust shall be called The Calcasieu/Mermentau Wetland Charitable Trust.

II.

The trustee may receive and accept property, whether real, personal, or mixed, by way of gift, bequest, or devise, from any person, firm, trust, or corporation, to be held, administered, and disposed of in accordance with and pursuant to the provisions of this Declaration of Trust; but no gift, bequest or devise of any such property shall be received and accepted if it is conditioned or limited in such manner as to require the disposition of the income or its principal to any person or organization other than a "charitable organization" or for other than "charitable purposes" within the meaning of such terms as defined in Article III of this Declaration of Trust, or as shall in the opinion of the trustees, jeopardize the federal income tax exemption of this trust pursuant to section 501(c)(3) of the Internal Revenue code, or the corresponding section of any future federal tax code.

III.

A. The principal and income of all property received and accepted by the trustees to be administered under this Declaration of Trust shall be held in trust by them, and the trustees may make payments or distributions from income or principal, or both, to or for the use of such charitable organizations, within the meaning of that term as defined in paragraph C, in such amounts and for such charitable purposes of the trust as the trustees shall from time to time select and determine; and the trustees may make payments or distributions from income or principal, or both, directly for such charitable purposes, within the meaning of that term as defined in paragraph D, in such amounts as the trustees shall from time to time select and determine without making use of any other charitable organization. The trustees may also make payments or distributions of all or any part of the income or principal to states, territories, or possessions of the United States, any political subdivision of any of the foregoing, or to the United States or the District of Columbia but only for charitable purposes within the meaning of that term as defined in paragraph D. Income or principal derived from contributions by corporations shall be distributed by the trustees for use solely within the United States or its possessions. No part of the net earnings of this trust shall inure or be payable to or for

the benefit of any private shareholder or individual, and no substantial part of the activities of this trust shall be the carrying on of propaganda, or otherwise attempting, to influence legislation. No part of the activities of this trust shall be the participation in, or intervention in (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office.

B. The trust shall continue forever unless the trustees terminate it and distribute all of the principal and income, which action may be taken by the trustee in their discretion at any time. On such termination, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government for a public purpose. The donor authorizes and empowers the trustees to form and organize a nonprofit corporation limited to the uses and purposes provided for in this Declaration of Trust, such corporation to be organized under the laws of any state or under the laws of the United States as may be determined by the trustees; such corporation when organized to have power to administer and control the affairs and property and to carry out the uses, objects, and purposes of this trust. Upon the creation and organization of such corporation, the trustee is authorized and empowered to convey, transfer, and deliver to such corporation all the property and assets to which this trust may be or become entitled. The charter, bylaws, and other provisions for the organization and management of such corporation and its affairs and property shall be such as the trustees shall determine, consistent with the provisions of this paragraph.

C. In this Declaration of Trust and in any amendments to it, references to "charitable organizations" or "charitable organization" mean corporations, trusts, funds, foundations, or community chests created or organized in the United States or in any of its possessions, whether under the laws of the United States, any state or territory, the District of Columbia, or any possession of the United States, organized and operated exclusively for charitable purposes, no part of the net earnings of which inures or is payable to or for the benefit of any private shareholder or individual, and no substantial part of the activities of which is carrying on propaganda, or otherwise attempting to influence legislation, and which do not participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office. It is intended that the organization described in this paragraph C shall be entitled to exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

D. In this Declaration of Trust and in any amendments to it, the term "charitable purposes" shall be limited to 1) retaining or protecting the natural, scenic, or open-space values of immovable property, 2) assuring the availability of immovable property for agricultural, forest, recreational or open-space use, 3) protecting natural resources, 4) maintaining or enhancing air or water quality; or 5) preserving the historical, archaeological or cultural aspects of unimproved immovable property and shall include only religious, charitable, scientific, literary, or educational purposes within the meaning of those terms as used in section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, but only such purposes as also constitute public charitable purposes under the law of trusts of the State of Louisiana.

IV.

This Declaration of Trust may be amended at any time or times by written instrument or instruments signed and sealed by the trustees, and acknowledged by any of the trustees, provided that no amendment shall authorize the trustees to conduct the affairs of this trust in any manner or for any purpose contrary to the provisions of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code. An amendment of the provisions of this Article 4 (or any amendment to it) shall be valid only if and to the extent that such amendment further restricts the trustees' amending power. All instruments amending this Declaration of Trust shall be noted or kept attached to the executed original of this Declaration of Trust held by the trustees.

V.

Any trustee under this Declaration of Trust may, by written instrument, signed and acknowledged, resign his office. The number of trustees shall be at all times, not less than one and whenever for any reason the number is reduced to one, there shall be, and at any other time there may be, appointed one or more additional trustees. Appointments shall be made by the trustee or trustees for the time in office by written instruments signed and acknowledged. Any succeeding or additional trustee shall, upon his or her acceptance of the office by written instrument signed and acknowledged, have the same powers, rights and duties, and the same title to the trust estate jointly with the surviving or remaining trustee or trustees as if originally appointed.

None of the trustees shall be required to furnish any bond or surety. None of them shall be responsible or liable for the acts or omissions of any other of the trustees or of any predecessor or of a custodian, agent, depositary or counsel selected with reasonable care.

The one or more trustees, whether original or successor, for the time being in office, shall have full authority to act even though one or more vacancies may exist. A trustee may, by appropriate written instrument, delegate all or any part of his or her own powers to another or others of the trustees for such delegating trustee may determine.

The trustees serving under this Declaration of Trust are authorized to pay themselves amounts for reasonable expense incurred and reasonable compensation for services rendered in the administration of this trust, but in no event shall any trustee who has made a contribution to this trust ever receive any compensation thereafter.

VI.

The trustees' powers are exercisable solely in the fiduciary capacity consistent with and in futherance of the charitable purposes of this trust as specified in Article III and not otherwise.

VII.

In this Declaration of Trust and in any amendment to it, references to "trustees" mean the one or more trustees, whether original or successor, for the time being in office.

VIII.

Any person may rely on a copy, certified by a notary public, of the executed original of this Declaration of Trust held by the trustees, and of any of the notations on it and writings attached to it, as fully as he might rely on the original documents themselves. Any such person may relay fully on any statements of fact certified by anyone who appears from such original documents or from such certified copy to be a trustee under this Declaration of Trust. No one dealing with the trustees need inquire concerning the validity of anything the trustees purport to do. No one dealing with the trustees need see to the application of anything paid or transferred to or upon the order of the trustees of the trust.

XI.

This Declaration of Trust is to be governed in all respects by the laws of the State of Louisiana.

WITNESSES:

Kerry B Trahan

Print Name: Kerry B Trahan

Jean M Fike

Print Name: JEAN M FIKE

TRUSTEE/SETTLOR

Gregory Dale Elliott

Gregory Dale Elliott

Ted W. Hoyt

Notary Public

Print Name:_____

Notary ID No.:_____

TED W. HOYT
Notary Public, Lafayette Parish
State of Louisiana
My Commission is For Life
LA STATE BAR 07036