AGENCY

FILED
U.S. DISTRICT COURT
EASTERN DISTRICT OF LA

WFB/DC1G

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

JUL 15 10 02 AM '82
NELSON B. JONES
CLERK

UNITED STATES OF AMERICA	*	CIVIL ACTION
versus	*	NO. 79-3098
36.731 ACRES OF LAND, MORE OR LESS, IN JEFFERSON PARISH OF LOUISIANA; AND W. JAY ELMER, INC.	*	SECTION: "L" (A) (5)

* * *

FINAL JUDGMENT DETERMINING AMOUNT OF JUST COMPENSATION AND OTHER LIABILITY BY THE UNITED STATES OF AMERICA

Upon consideration of the Stipulation entered into on the 14th day of July, 1982, between counsel for W. Jay Elmer, Inc. and the United States of America, it is this 13th day of July, 1982, ordered that:

1. The full and total just compensation and total liability for all interests acquired by the United States, including any improvements thereon, by virtue of the filing of the Declaration of Taking and any and all liability on the part of the United States by virtue of the United States having remained in possession of the subject tracts during the period between the expiration of the lease between W. Jay Elmer, Inc. and the United States of America, and the filing of the Declaration of Taking is, inclusive of interest, costs, and any other charges or fees whatsoever, the amount of $250,000.00;

2. That any interest that accrued while the funds deposited by the United States in the registry of the Court were

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ORDER
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DATE OF ENTRY JUL 16 1982

placed in a bank account under the care of the Court shall be payable to W. Jay Elmer, Inc.;

3. That said sums (i.e., the $250,000.00 referred to in paragraph 1 above and the interest, if any, referred to in paragraph 2 above) shall be subject to all valid liens, encumbrances and charges, if any, existing against the said lands at the time of the vesting of title thereto in the United States of America and at the time that the United States possessed those interests during the period between the expiration of the lease and the filing of the Declaration of Taking, and that all such valid liens, encumbrances and charges, if any, of whatsoever nature shall be payable and deductible from said sum; provided, however, that any such liens, encumbrances and charges arising out of any acts or omissions of the United States shall not be payable or deductible from said sum;

4. That said sum referred to above shall be full and just compensation and in full satisfaction of any and all claims of W. Jay Elmer, Inc., its successors and assigns, of whatsoever nature against the United States of America by reason of the possession and subsequent taking of said lands and all appurtenances thereto belonging;

5. That the United States of America shall deposit into the registry of the Court the difference between the $250,000.00 referred to above and the $30,795.00 previously deposited into the registry of the Court upon the filing of the Declaration of Taking on August 9, 1979, and that upon receipt of the deficiency

the Clerk of the Court shall issue the same and any amounts not previously withdrawn by W. Jay Elmer, Inc. in the form of a check made payable to Barham & Churchill, Attorneys for W. Jay Elmer, Inc., to be delivered to their counsel, Ralph S. Hubbard, III of Barham & Churchill, 2390 Pan American Life Center, New Orleans, Louisiana 70130-6092.

Veronica D. Wicker
UNITED STATES DISTRICT JUDGE

Approved by:

JOHN VOLZ
UNITED STATES ATTORNEY

for William F. Baity
STEVEN R. BAER
Land and Natural Resources Division
United States Department of Justice
Washington, D. C. 20530

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Attorneys for Defendant

CLERK'S OFFICE
A TRUE COPY
AUG 27 1982
Gene Joseph Gunnel
New Orleans, La.
Deputy Clerk, United States District Court
Eastern District of Louisiana

Tax ID# 72-0885834
Barham + Churchill

RECEIVED CHECK NO. 1720
IN THE AMOUNT OF $ 219,614.88
X Ralph S. Hubbard III

POLICY OF TITLE INSURANCE

Issued by

American Title Insurance Company

MIAMI, FLORIDA

Policy Number G 316303 Amount $ 250,000.00

H.H.W. FACILITY SITE NEAR GRAND ISLE, LA

AMERICAN TITLE INSURANCE COMPANY, a Florida corporation, herein called the Company, for a valuable consideration hereby insures THE UNITED STATES OF AMERICA, hereinafter called the Insured, against loss or damage not exceeding TWO HUNDRED FIFTY THOUSAND ----------($250,000.00) ---------- Dollars, together with costs and expenses which the Company may become obligated to pay as provided in the Conditions and Stipulations hereof, which the Insured shall sustain by reason of:

any defect in or lien or encumbrance on the title to the estate or interest covered hereby in the land described or referred to in Schedule A, existing at the date hereof, not shown or referred to in Schedule B or excluded from coverage by the General Exceptions;

all subject, however, to the provisions of Schedule A and B and to the General Exceptions and to the Conditions and Stipulations hereto annexed; all as of the 14th day of July, 19 82, the effective date of this policy.

This policy shall not be valid or binding until countersigned by either a duly authorized agent or representative of the Company.

IN WITNESS WHEREOF, American Title Insurance Company has caused its corporate name and seal to be hereunto affixed in accordance with its By-laws.

AMERICAN TITLE INSURANCE COMPANY

AMERICAN TITLE INSURANCE COMPANY INCORPORATED 1935 SEAL FLORIDA

President

Attest

Bernice T. Allen Secretary

Countersigned:

By ..... Authorized Signatory

SCHEDULE A

1. The estate or interest in the land described or referred to in this schedule covered by this policy is: Fee Simple as to "Site Proper", Easement for Road as to "Access Road".
2. Title to the estate or interest covered by this policy at the date hereof is vested in: United States of America acquired by Declaration of Taking dated May 20, 1979, Order For Delivery of Possession dated August 9, 1979, Notice of Lis Pendens filed August 22, 1979 in COB 773, page 193, records of Jefferson Parish, LA.
3. The land referred to in this policy is situated in the County of Jefferson, State of Louisiana, and is described, as follows:

See attached description of Tracts referred to above. Separate description for "Site Proper" and for "Access Road", so labeled.

SCHEDULE B

This policy does not insure against loss or damage by reason of the following:

1. Current and delinquent taxes and assessments as follows: None
2. SEE ATTACHED SCHEDULE B..

PROJECT: H.H.W. FACILITY SITE
NEAR GRAND ISLE, LA

DATED JULY 14, 1982

SCHEDULE B

1. Subject to existing easements for Public Roads and Highways, Public Utilities, Railroads and Pipelines.

2. As to the 2.563 acre tract which is an easement for roadway, rights are reserved to landowner, heirs, successors and assigns the right to use the surface for access to adjoining land.

3. Excpeting all mineral rights, and rights to explore for oil, gas and other minerals, subordinated, however, to use by the USA for high powered Non Directional Radar Beacon Facility.

4. Right of Way for pipeline from W. Jay Elmer to Gulf Refining Company dated June 9, 1953 and recorded in COB 340, page 609 over lands in Sections 17, 18, 19, 20 and 21, T22S-R4E.

5. Right of Way for Public Utilities from W. Jay Elmer to Louisiana Power and Light Company, Inc. dated October 21, 1957 and recorded in COB 441, page 629.

6. Right of Way for Public Utilities from W. Jay Elmer to Louisiana Power and Light Company, Inc. dated May 3, 1967 and recorded in COB 427, page 612.

7. Right of Way for Pipeline from W. Jay Elmer, Inc. to CAL-KY Pipeline Company dated November 8, 1962 and recorded in COB 562, page 483.

8. Right of Way for Pipeline from W. Jay Elmer, Inc. to Gulf Refining Company dated September 10, 1970 and recorded in COB 722, page 115.

9. Agreement for a CATHODIC PROTECTION UNIT between W. Jay Elmer, Inc. and Gulf Refining Company dated September 29, 1971 and recorded in COB 746, page 205.

10. Lease Agreement for a Pumping Station between W. Jay Elmer, Inc. and Gulf Refining Company dated August 31, 1972 and recorded in COB 772, page 81.

GRAND ISLE, LOUISIANA - HHW FACILITY
ACCESS ROAD

W. Jay Elmer, Inc. 2.563 Acres

Legal description

A tract of land located on Cheniere Caminada Island in Sections 18 and 19, Township 22 South, Range 24 East, in Jefferson Parish, Louisiana, and more particularly described as follows:

> Starting at U.S.C. and G.S. Triangulation Station "Thunder 1955"; thence on a bearing of S33°33'36"E for a distance of 915.78 feet to Point "E", said point being the point of beginning of the access road plot; thence on a bearing of N34°00'E for a distance of 350.00 feet to Point "F"; thence on a bearing of N56°00'W for a distance of 1842.49 feet to Point "G"; thence on a bearing of N54°01'49"E for a distance of 53.22 feet to Point "H"; thence on a bearing of S56°00'E for a distance of 1874.26 feet to Point "I"' thence on a bearing of S34°00'W for a distance of 400.00 feet to Point "J"; thence on a bearing of N56°00'W for a distance of 50.00 feet to Point "E", said point being the point of beginning for the access road plot. The access road contains 2.563 acres, more or less.

Estate Acquired

A perpetual and assignable easement and right-of-way which includes the right to locate, construct, operate, maintain, and repair a roadway and utility lines, in, upon, over, and across the land described above as a road containing 2.563 acres; together with the right to trim, cut, fell, and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; subject, however, to existing easements for public roads and highways, public utilities, railroads, and pipelines; reserving, however, to the landowner, his heirs, executors, administrators, successors, and assigns the right to use the surface of such land as access to their adjoining land.