



St. Bernard Parish Government

8201 West Judge Perez Drive
Chalmette, Louisiana 70043
504-278-4331 504-278-4330(fax)

Guy McInnis
Parish President

REQUEST FOR VIEWING AND/OR RECEIVING PUBLIC RECORDS

Name: Ewell Potts, III Date: 8/4/16
Potts & Potts, APLC

Phone No. 504-277-1588 Email Address: pottsandpotts@bellsouth.net

Address: 7216 W. Judge Perez Drive, Arabi, LA 70032
Street City/State Zip Code

Records Requested:

Building Permit and all attachments - Daniel Kingston

applied for permit on property he was leasing from Dowlot Realty Co. waterfront area west of Highway 46 directly across from 3rd Street in Shell Beach, LA. Permit would have been applied for in early 2007.

Think might be 1430 Meloskey Hwy., St. Bernard

FOR OFFICE USE ONLY:

Received by SBPG: _____ Date: _____

Date received by Requester: _____ Cost: \$ _____

Payment method: Check Money Order

RECEIVED

AUG 4 2016

NOTE:

PRESIDENT'S OFFICE

Anyone requesting records are required to pay \$.25 per page after the first four (4) pages.



St. Bernard Parish Government

8201 West Judge Perez Drive
Phone (504) 278-4200

Chalmette, Louisiana 70043
Fax (504) 278-4264

Craig P. Taffaro, Jr.
Parish President

October 14, 2008

To Whom It May Concern:

The property located at 1430 Ycloskey Hwy. in Ycloskey, LA is listed on the St. Bernard Parish website as being 100% damaged in Hurricane Katrina. However, because this figure reflects the findings of a rapid damage assessment that was not very thorough, it has been the policy of St. Bernard Parish Government to amend the assessment figures as necessary when a property owner provides us with a detailed and stamped structural engineer's report.

Mr. Danny Kingston has furnished St. Bernard Parish Government with a detailed and stamped structural engineer's report dated March 21, 2006 which indicates that the structure was damaged at approximately 30%. Because the stamped report trumps the rapid assessment, St. Bernard Parish has taken the position that the structure at 1430 Ycloskey Hwy. was **NOT** substantially damaged in Hurricane Katrina and that the 30% damage assessment is accurate.

Our permit records indicate that Mr. Kingston was permitted to rebuild his structure as it had existed prior to Katrina without elevating any further. If there are any questions regarding this matter, please feel free to contact my office at (504) 278-4299.

Sincerely,

A handwritten signature in black ink, appearing to read "Jerry V. Graves, Jr.", written over a faint, stylized graphic element that resembles a large letter 'A' or a similar shape.

Jerry V. Graves, Jr., CFM
Director
Department of Community Development

STRUCTURAL INSPECTION REPORT
OF DAMAGE RESULTING FROM HURRICANE KATRINA

For

C A M P O ' S
M A R I N A
O N T H E
B A Y O U

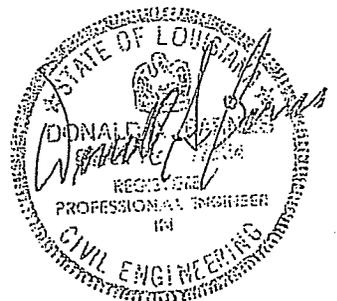
DK

Site Evaluation
Shell Beach, Louisiana

March 21, 2006



Barnes Engineering Co. Inc.
Metairie, Louisiana



1.0 INTRODUCTION

1.1 Authorization

At the request of Mr. Tom Callia, Barnes Engineering has inspected the damaged Building in Shell Beach, Louisiana in order to determine the extent of damage caused by the recent hurricanes.

1.2 Background

August 29, 2005, Hurricane Katrina went ashore near the Mississippi-Louisiana border. During this large hurricane, Shell Beach, Louisiana experienced high winds and significant storm surge. The storm surge flooded the entire building including the wharf structure and associated sheet pile bulkheads. Personnel noted upon return that the metal building and existing dock structures sustained significant cosmetic and structural damage.

In addition, Hurricane Rita went ashore in extreme Western Louisiana on September 24, 2005. This Category 3 hurricane did not present the high wind speeds associated with Hurricane Katrina (in Shell Beach), but did produce high tides. It is not known whether the high tides associated with Hurricane Rita inflicted any further damage to the dock and wharf structures.

2.0 FACILITY DESCRIPTION

2.1 Location

The building and dock facility is located on the eastern side of Bayou LaLoutre, just north of Ysclosky and approximately 5 miles east of the Industrial canal on the Mississippi River Gulf Outlet.

The street address is 1430 Ysclosky Hwy, very near 3rd Street.

2.2 Building Description

The building at the marina facility is constructed of a pile-supported slab approximately 32 feet wide by 53 feet long. The pilings are spaced at a maximum of 8 feet. The concrete is 4 to 8 inches thick, and there is a metal frame building anchored to the slab that is 2 stories high. The lower section is primarily open and framed in metal with large commercial windows and commercial windowed metal-framed doors. The upper section is metal-framed exterior walls and wood-framed interior walls, and is divided into bedrooms, living/kitchen, and a bath. The entire building's exterior is sheathed with corrugated metal. The building is located at an elevation approximately 3 feet above the elevation of the road.

Hurricanes Katrina and Rita brought water levels inside the first and second floor levels as evidenced by the large amount of debris remaining inside both.

The dock and pilings supporting the building are creosote treated pine and appear to be 30 feet to 50 feet in length. Adjacent to the building are several boatsheds constructed of various lengths and types of pilings.

There is an existing bulkhead between the bayou and the edge of the road that is constructed of creosote timber sheeting with timber pilings and a timber wale system.

3.0 EXISTING CONDITIONS

The first floor of the building has lost most of its exterior metal sheathing and two of the four exterior wall studs. All of the large plate glass windows and glass doors are broken, and all interior wood-framed walls are not in place. The second floor has also lost some exterior sheathing, but all exterior and interior stud walls are in tact. The roof could not be seen and is excluded from this inspection.

3.1 Building Structure

The structural members of the building are intact and seem to be firmly attached to the concrete floor on the first level. All mechanical appurtenances are either destroyed or are not attached. The concrete floor is in good condition. The second level is also in good structural condition.

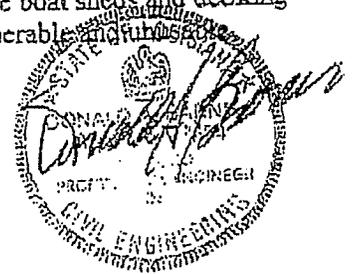
3.2 Building Foundation

The pilings under and supporting the building are in fair condition and do not seem to be in worse condition as the result of the storm. The pilings are showing signs of salt-water intrusion and possibly marine borer intrusion, mostly at the water line where wave and tidal action are most detrimental.

3.3 Decking and Boatsheds

Some areas of decking around the building seem to be intact, but will need to be further inspected in order to make a recommendation. The boat sheds and decking adjacent to the building are in poor condition and are inoperable.

3.4 Bulkhead



The bulkhead is in poor condition and in most places is not providing any erosion control or soil retention. The bulkhead can be seen through in some locations and scouring under the road shoulder is substantial. This condition seems to be consistent for the entire length of the properties but could not be verified due to obstructions and access.

4.0 CONCLUSIONS AND RECOMMENDATIONS

The damage to the building observed is obviously due the extremely high wind loads and or high water with massive amounts of floating debris associated with Hurricane Katrina. The building, however, is structurally sound and is probably in 70% or better of its original condition.

4.1 Building Structure

The building can be brought back to pre-storm condition with minimal effort. The structural concrete and steel frame are virtually unscathed. Exterior walls can be replaced, and the sheathing and windows can be replaced as well. The first floor interior walls can be reinstalled, as can the mechanical appurtenances. The second floor will need some interior wall repairs, but mostly cleaning.

4.2 Building Foundation

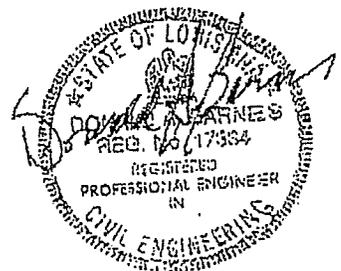
The pilings below the building will need to be fortified with some type of barrier from the mud line to the bottom of the building. Encapsulating each pile with grout or concrete will provide adequate protection from wave action and marine borers.

4.3 Decking and Boatsheds

The decking around the building can be left in place if further inspection finds it adequate. The boatsheds will have to be demolished and removed. The pilings can either be removed or reused if their condition is deemed to be sufficient upon future inspection.

4.4 Bulkhead

The bulkhead will have to be replaced and backfilled by an approved system.



#56414

ATC-20 Rapid Evaluation Safety Assessment Form

Inspection
 Inspector ID: 30007 Inspection date and time 11/21 AM PM
 Affiliation: CA OES Areas inspected: Ext. only Exterior and interior
Ryan Saunders

Building Description
 Building Name: _____
 Address: 1430 Yacloster Hwy
 Building contact/phone: _____
 Number of stories above ground: 1 below ground: _____
 Approx. "Footprint area" (square feet) _____
 Number of residential units: _____
 Number of residential units not habitable: _____

Type of Construction
 Wood frame Concrete shear wall
 Steel frame Unreinforced masonry
 Tilt-up concrete Reinforced masonry

Primary Occupancy
 Dwelling Commercial Govt.
 Other residential Offices Historic
 Public assembly Industrial School
 Emergency Services Other: Camp

Evaluation
 Investigate the building for the conditions below and check the appropriate column. (excluding contents)

Observed Conditions:	Minor/None	Moderate	Severe	Estimated Building Damage
Collapse, partial collapse, or building off foundation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> None
Building or story leaning	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 0 - 1%
Racking damage to walls, other structural damage	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 1 - 10%
Chimney, parapet, or other falling hazard	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 10 - 30%
Ground slope movement or cracking	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> 30 - 60%
Other (specify) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 60 - 100%
Comments: _____				<input checked="" type="checkbox"/> 100%

Posting
 Choose a posting based on the evaluation and team judgment. Severe conditions endangering the overall building are grounds for an UNSAFE posting. Localized Severe and overall Moderate conditions may allow a RESTRICTED USE posting. Post INSPECTED placard at main entrance. Post RESTRICTED USE and UNSAFE placards at all entrances.

INSPECTED (Green placard) RESTRICTED USE (Yellow placard) UNSAFE (Red placard)

Record any use and entry restrictions exactly as written on placard _____

Further Actions Check the boxes below only if further actions are needed.

Barricades needed in the following areas: _____

Detailed evaluation recommended: Structural Geotechnical Other: _____

Other recommendations: _____

Comments: 28060 1

H₂O = NA RS

Grid 321

Electrical lines / fixtures Subm / Leaning Trees

For Information
504 874-0679 - 8a.m to 5p.m.

2-22

NEW



St. Bernard Parish Government

8201 West Judge Perez Drive
Phone (504) 278-4200

Chalmette, Louisiana 70043
Fax (504) 278-4264

Craig P. Taffaro, Jr.
Parish President

October 7, 2008

To Whom It May Concern:

In March of 2007, Mr. Daniel Kingston was permitted to rebuild his Katrina-damaged structure (1430 Ycloskey Hwy.) at a cost of \$110,000. Kingston completed construction and received a final inspection in June of 2008. Our records indicate that the project constituted a straight "rebuild" and did not entail any "new" construction or additions to the existing square footage of the building.

Sincerely,

A handwritten signature in black ink, appearing to read "Jerry Graves, Jr.", is written over a large, faint, circular watermark or stamp.

Jerry Graves, Jr.
Director
Department of Community Development



St. Bernard Parish Government

8201 West Judge Perez Drive
Phone (504) 278-4200

Chalmette, Louisiana 70043
Fax (504) 278-4264

Craig P. Taffaro, Jr.
Parish President

October 6, 2008

PERMIT # 15210-07

To Whom It May Concern:

In March of 2007, Mr. Daniel Kingston was permitted to rebuild his Katrina-damaged structure (1430 Ycloskey Hwy.) at a cost of \$110,000. Kingston completed construction and received a final inspection in June of 2008.

Sincerely,

A handwritten signature in black ink, appearing to read "Jerry Graves, Jr.", written over a faint, large, stylized letter "G" that serves as a background for the signature.

Jerry Graves, Jr.
Director
Department of Community Development

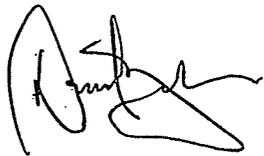
TO: CAROL ANNE WHITFIELD
FROM: DAN ZWIEP
ST. BERNARD PARISH PERMIT OFFICE
RE: DANIEL KINGSTON
CLAIM # 08-0003428
POLICY # 177701108783-01

Carol:

The following is the permit that was issued after hurricane Katrina.

The permit office accepted a hand drawn plan saying that the basic existing structure would not be changed by additions in any dimension. Inspection records attached to the file for this property do not note any significant changes.

Sincerely,



Dan Zwiep
Plans Examiner

IF YOU HAVE A PROBLEM WITH YOUR FAX, CALL TOLL-FREE 1-800-HELP-FAX (1-800-435-7329).

Oct. 06 2008 02:49PM

NO.	OTHER FACSIMILE	START TIME	USAGE TIME	MODE	PAGES	RESULT
01	Rightfax	Oct. 06 02:47PM	01'25	TX	02	OK

PRINT REPORT

JERRY:

WHAT CAN WE DO?

TRANSMISSION VERIFICATION REPORT

TIME : 10/10/2008 23:02
NAME : CHAMPS COLLISION
FAX : 5047335253
TEL : 5047345000
SER.# : BROA4J223731

DATE, TIME 10/10 23:02
FAX NO./NAME 16627969705
DURATION 00:00:18
PAGE(S) 01
RESULT OK
MODE STANDARD
ECM

Carol Ann with Fidelity Natl F/ed
needs a note on letter from St Bernard Parish

10/3/08
11am

Sagey

- Buddy's bills restored to its original foot print
& not improved

CAROL ANNE WHITFIELD
(FID. NATL. INS.)

1-800-725-9472 x 2 x 6504 #

RE: DANIEL KWISTON 1430 YSCLOSKEY ST. D.

[TRIED TO CALL 2:46 p.m. - 10/3]

FAX to 877.270.4329

COVER LETTER w/ CLAIM # TO CAROL ANNE

① WAS THERE ANY
SUBSTANTIAL
DAMAGE TO THIS
BLDG. FROM LEAKING?
② IF SO, THEN WAS
IT NOT WALK EXACTLY
LIKE BEFORE OR WERE
THERE IMPROVEMENTS?

~~10/10/08~~

③ IF IMPROVED, WHAT WAS
IMPROVED?

504. 289. 1373
POLICY # 177701108793-01
CLAIM # 08-0003428



St. Bernard Parish Government

Department of Community Development

8201 West Judge Perez Drive

Chalmette, La. 70043

278-4310

278-4298(Fax)

Commercial

Residential

Building

Footer

Foundation, Piling

Rough Framing

Final Building

Electrical

Temporary Pole (Construction Loop)

Rough Electrical (Close Wall)

Final Electric (Meter Release)

Mechanical

Rough Mechanical

Final Mechanical

Gas

Gas Final

Plumbing

Underslab

Rough Plumbing (Top out)

Final Plumbing

Permit # 15210-07

Owner: Daniel Kingstrom

Address: 1430 USCIBREY HWY

City: St. Bernard

Inspection Date: 6/24/08

Inspector: _____

Latitude: _____

Longitude: _____

Inspection Results/Observations

(504) 339-5505

ANCHOR A/C UNITS COVERS ELE TOP DECK
CALL ELE WIRE IN AIR HANDLER CLOSET
MUST BE IN CONDUIT

6/24/08 Final - APPROVE *[Signature]*

Inspection Status

Passed

Failed

Wasted Trip/ Fee due

Cancelled

Inspector Signature

Tues 6/24/08

**MECHANICAL APPLICATION
ST. BERNARD PARISH GOVERNMENT
OFFICE OF REBUILDING & RECONSTRUCTION ASSISTANCE
(504) 278-4306**

INSTALLER Wayne Turnbull DATE 05-03-2007
 D/B/A Wayne Turnbull's Heating & Air PERMIT NO. 15 210 - 07
 ADDRESS 504 Center ST. OWNER David Kryston
Orlando LA 70033 LOCATION 1430 Yschlosskey
 MECHANICAL CONTRACTOR'S SIGNATURE Wayne J. Turnbull PHONE (504) 271-3690

A/C, REFRIGERATION & ELECTRIC-HTG. & HOOD GAS HEATING—MINIMUM FILING FEE \$20.00

A/C, REFRIG. HOOD	FEES	NO.	AMT	GAS HEATING FEES	NO.	AMT
1 H.P. TO 5 H.P.	\$14.00	2		Warm Air Furnaces not over 200,000 BTU output - \$14.00	2	
5 H.P. TO 10 H.P.	28.00			Warm Air Furnaces not over 200,000 BTU output - 30.00		
10 H.P. TO 100 H.P.	50.00			INSPECTOR'S REPORT		
100 H.P. TO 500 H.P.	100.00			HTG. ROUGH-IN: DATE: _____ INSPECTOR _____		
OVER 500 H.P.	150.00			DENIED <input type="checkbox"/> _____		
HOOD	14.00			DATE: _____ INSPECTOR _____ APPROVED <input type="checkbox"/>		
ELECTRIC HEATING/FURNACES				FINAL INSPECTION DATE: _____ INSPECTOR _____		
\$14.00 PER UNIT	\$14.00			DENIED <input type="checkbox"/> _____		
				DATE: _____ INSPECTOR _____ APPROVED <input type="checkbox"/>		

FEES—A/C _____ ELEC. HTG. _____ GAS HTG. _____ REFRG./HOOD _____
 SPECIAL INSPECTION—ADDITIONAL \$20.00—TOTAL FEES \$ _____

AIR CONDITION, REFRIGERATION, HOODS, ELECTRIC HEATERS & FURNACES

INSPECTOR'S REPORT

APPROVED INSPECTOR _____ DATE _____
 DENIED INSPECTOR _____ DATE _____
 UNABLE TO GAIN ADMITTANCE FAILURE TO CALL FOR INSPECTION CONDENSER NOT CONNECTED
 3 FT. CATWALK NOT INSTALLED CONDENSER IMPROPERLY GROUNDED OTHER _____
 RE-INSPECTION NEEDED—\$15.00 FEE MAKE A DEFINATE APPOINTMENT FINAL CERTIFICATE WILL
 BE MUST BE PAID PRIOR TO INSPECTION TO MEET INSPECTOR MADE UPON RECEIPT OF \$ _____

REMARKS: Rough-In Ready by 23:00 passed final I.P.
5/8/07 Roughin OK
6/19/08 - Final Ready (mon)

ST. BERNARD PARISH
 DEPARTMENT OF COMMUNITY DEVELOPMENT
 ELECTRICAL SECTION
 GOVERNMENT COMPLEX * 8201 W. JUDGE PEREZ DRIVE
 (504) 278-4306
 — JOB APPLICATION —

A Separate Application Must Be Filled Out in Full For Each Building or Meter

PLEASE PRINT

ELECTRICIAN <u>MICHAEL J. EMIG JR.</u> D/B/A <u>CRESCENT CITY ELECTRIC</u> ADDRESS <u>644 STRAFFORD DR.</u> CITY <u>HARRAHAN, LA- 70123</u> PHONE <u>504-416-6748</u>	LOCATION <u>1430 YSCLOSKEY HWY</u> CITY <u>YSCLOSKEY HWY.</u> DATE <u>4/30/07</u> PERMIT NO. <u>15210 07</u> OWNER <u>DANNY KINGSTON</u>
---	--

<input type="checkbox"/> Construction Loop	<input type="checkbox"/> Construction Meter on House	<input type="checkbox"/> Construction Loop/Temporary Trailer
<input type="checkbox"/> Will Call <input type="checkbox"/> Ready	<input type="checkbox"/> Will Call <input type="checkbox"/> Ready	<input type="checkbox"/> Will Call <input type="checkbox"/> Ready
<input type="checkbox"/> House Meter/Temporary Trailer Only	<input type="checkbox"/> Construction Meter/Commercial	<input type="checkbox"/> Temporary Meter/Commercial
<input type="checkbox"/> Will Call <input type="checkbox"/> Ready	<input type="checkbox"/> Will Call <input type="checkbox"/> Ready	<input type="checkbox"/> Will Call <input type="checkbox"/> Ready
Occupied As:	<input checked="" type="checkbox"/> Close Wall Inspection	
<input checked="" type="checkbox"/> Residential <input type="checkbox"/> Commercial	<input type="checkbox"/> Will Call	<input checked="" type="checkbox"/> Ready

REMARKS:
READY for close wall inspection 5/3/07.
5/3/07 OK to close wall
5/2/08 - Final Ready (CHUCK)
5/5/08 final draw

Michael J. Emig
 CONTRACTOR'S SIGNATURE

_____ Fees

This Permit does not authorize Building
 Construction or Mechanical Installation.

I HEREBY STATE THAT THE CONSTRUCTION LOOP (TEMPORARY POLE) INSTALLATION
 CONFORMS IN EVERY RESPECT WITH THE NATIONAL ELECTRICAL CODE



Kathleen Babineaux Blanco
GOVERNOR

STATE OF LOUISIANA
DEPARTMENT OF HEALTH AND HOSPITALS

LOUISIANA



Department of
HEALTH and
HOSPITALS

Roxane Townsend, MD
SECRETARY

15210-07

November 15, 2007

St. Bernard Parish Government Complex
Department of Community Development
8210 W. Judge Perez Dr.
Chalmette LA 70043

RE: Keith Luminais
1430 Yscloskey Hwy.
St. Bernard LA 70085
Permit # 1132904

Dear Director:

A FINAL permit for an ON-SITE WASTEWATER TREATMENT SYSTEM at the
Above-referenced address has been issued by this office.

For more information call the undersigned at 838-5140.

Sincerely,

Gerald Lane, R.S.
Sanitarian Parish Manager

cc: Jo McLean, R.S., Regional Sanitarian Manager
Keith Luminais



Kathleen Babineaux Blanco
GOVERNOR

STATE OF LOUISIANA
DEPARTMENT OF HEALTH AND HOSPITALS



Department of
HEALTH and
HOSPITALS

Frederick P. Carls, MD, MPH
SECRETARY

April 18, 2007

St. Bernard Parish Government Complex
Department of Community Development
8210 W. Judge Perez Dr.
Chalmette LA 70043

RE: Keith Luminais
1430 Yacloskey Hwy.
St. Bernard LA 70085
Permit # 1132904

Dear Director:

A temporary permit for an ON-SITE WASTEWATER TREATMENT SYSTEM to be installed at the
Above referenced address has been issued by this office.

For more information call the undersigned at 838-5140.

Sincerely,

Gerald Lane, R.S.
Sanitarian Parish Manager

cc: Jo McLean, R.S., Regional Sanitarian Manager
Keith Luminais



OFFICE OF PUBLIC HEALTH · JEFFERSON PARISH HEALTH UNIT · ENVIRONMENTAL HEALTH SECTION
111 NORTH CAUSEWAY BOULEVARD · METAIRIE, LOUISIANA 70001
PHONE #: 504 838-5140 · FAX #: 504 838-3334
"AN EQUAL OPPORTUNITY EMPLOYER"

ST. BERNARD PARISH
 OFFICE OF REBUILDING & RECONSTRUCTION ASSISTANCE
 PLUMBING & GAS SECTION
 GOVERNMENT COMPLEX * 8201 W. JUDGE PEREZ DRIVE
 CHALMETTE, LA 70043
 (504) 278-4306

A Separate Application Must Be Filled Out In Full For Each Building Or Meter

PERMIT NO. <u>15210-07</u> DATE <u>4/24/07</u> MASTER PLUMBER <u>Glen J. Couture</u> D/B/A <u>AGC Plumbing Repair Ser. Inc.</u> MAILING ADDRESS <u>138 E. CASA CALVO</u> <u>CHALMETTE, LA 70043</u>	JOB LOCATION <u>1430 Ycloskey Hwy</u> OWNER'S SIGNATURE <u>[Signature]</u> <small>(I Hereby agree to abide by the rules and regulations of the Plumbing & Gas Code)</small> ADDRESS <u>1430 Ycloskey Hwy</u> <u>St. Bernard, LA 70085</u>
---	---

With reference to inspection made for you on _____
 pleased be advised:

- | | |
|--|---|
| <input type="checkbox"/> O. K. TO BACKFILL | <input type="checkbox"/> O. K. TO CLOSE WALLS |
| <input type="checkbox"/> UNABLE TO GAIN ADMITTANCE | <input type="checkbox"/> JOB NOT COMPLETED |
| <input type="checkbox"/> FAILURE TO CALL FOR | <input type="checkbox"/> FIRST INSPECTION |
| <input type="checkbox"/> RE-INSPECTION FEE \$15.00 THIS LETTER MUST BE RETURNED WITH PAYMENT
RE-INSPECTION FEE MUST BE PAID BEFORE RE-INSPECTION IS MADE. | <input type="checkbox"/> WATER INSPECTION |
| <input type="checkbox"/> PLEASE EITHER MAKE A DEFINATE APPOINTMENT OR ARRANGE TO MEET OUR INSPECTOR ON THIS JOB. | <input type="checkbox"/> GAS INSPECTION |
| <input type="checkbox"/> FINAL CERTIFICATE WILL BE MAILED UPON RECEIPT OF \$ _____
FOR ADDITIONAL _____
THIS LETTER MUST BE RETURNED WITH PAYMENT. | <input type="checkbox"/> FINAL INSPECTION |

REMARKS:

ROUGH IN INSPECTION
 Ready for final 10/31/07

 PLUMBING & GAS INSPECTOR

SIGN MUST BE DISPLAYED AT ALL JOBS



St. Bernard Parish Government

Department of Community Development

8201 West Judge Perez Drive

Chalmette, La. 70043

278-4310

278-4298(Fax)

Commercial

Residential

Building

- Footer
- Foundation/
Piling
- Rough Framing
- Final Building
- _____

Electrical

- Tentporary Pole
(Construction Loop)
- Rough Electrical
(Close Wall)
- Final Electric
(Meter Release)
- _____

Mechanical

- Rough
Mechanical
- Final
Mechanical
- Gas
- Gas Final

Plumbing

- Underslab
- Rough Plumbing
(Top out)
- Final Plumbing
- _____

Permit #: 15210-07
 Address: 430 WSClosekey Hwy
 Owner: Daniel Kingston
 Latitude: St Bernard
 Inspection Date: 5/4/07
 Longitude: _____
 Inspector: _____

Inspection Results/Observations

(504)339-5505

Ⓢ Kay to close

Inspection Status

- Passed
- Failed
- Wasted Trip/
Fee due
- Cancelled

5-8-07

Tom Stobo

Inspector Signature

Friday 5/4/07

**MECHANICAL APPLICATION
ST. BERNARD PARISH GOVERNMENT
OFFICE OF REBUILDING & RECONSTRUCTION ASSISTANCE
(504) 278-4306**

INSTALLER Wayne Turnbull DATE 05-03-2007
 D/B/A Wayne Turnbull's Heating & Air Conditioning PERMIT NO. 15 210-07
 ADDRESS 504 Center ST. OWNER Daniel Kingston
Greenville LA 70033 LOCATION 1430 Yschloskey
 MECHANICAL CONTRACTOR'S SIGNATURE Wayne G. Turnbull PHONE (504) 271-3690

A/C, REFRIGERATION & ELECTRIC HTG. & HOOD GAS HEATING—MINIMUM FILING FEE \$20.00

A/C, REFRIG. HOOD	FEES	NO.	AMT	GAS HEATING FEES	NO.	AMT
1 H.P. TO 5 H. P.	\$14.00	2		Warm Air Furnaces not over 200,000 BTU output - \$14.00	2	
5 H.P. TO 10 H.P.	28.00			Warm Air Furnaces not over 200,000 BTU output - 30.00		
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100 H.P. TO 500 H.P.	100.00			HTG. ROUGH-IN: DATE <u>5-8-07</u> INSPECTOR <u>Tom Stob</u>		
OVER 500 H.P.	150.00			DENIED <input type="checkbox"/>		
HOOD	14.00			DATE: _____ INSPECTOR _____ APPROVED <input checked="" type="checkbox"/>		

ELECTRIC HEATING/FURNACES	FEES	NO.	AMT.
\$14.00 PER UNIT	\$14.00		

FEES—A/C _____ ELEC. HTG. _____ GAS HTG. _____ REFRG./HOOD _____
 SPECIAL INSPECTION—ADDITIONAL \$20.00—TOTAL FEES \$ _____

AIR CONDITION, REFRIGERATION, HOODS, ELECTRIC HEATERS & FURNACES

INSPECTOR'S REPORT

APPROVED INSPECTOR _____ DATE _____
 DENIED INSPECTOR _____ DATE _____
 UNABLE TO GAIN ADMITTANCE FAILURE TO CALL FOR INSPECTION CONDENSER NOT CONNECTED
 3 FT. CATWALK NOT INSTALLED CONDENSER IMPROPERLY GROUNDED OTHER _____
 RE-INSPECTION NEEDED—\$15.00 FEE MAKE A DEFINATE APPOINTMENT FINAL CERTIFICATE WILL
 BE MUST BE PAID PRIOR TO INSPECTION TO MEET INSPECTOR MADE UPON RECEIPT OF \$ _____

REMARKS: Rough-In Ready
OK to Close Walls TRS

FIXTURES	NO	LOCATION
Urinals		
Closets		
Washstands		
Kitchen Sinks		
Dish Washers		
Garbage Disposals		
Slop Sinks		
Bath Tubs		
Showers		
Automatic Clothes Washers		
Laundry Tubs		
Floor Drains		
Catch Basins		
Grease Traps		
Bar Sink		
Drinking Fountain		
A/C Drain		
Total Fixtures		

New Building

Old Building

Replaced

Added

Stop and Waste _____ 20__

Water Supply _____ Iron _____ Lead _____ Copper _____ Brass _____ Size _____

Water Heater _____ Type _____

Valve _____

Check Valve _____

Relief Valve _____

Inspector _____

Approved Inspector: M. Kumar

Rough in OK to close walls

Disapproved 5-20-07

Inspector: _____ Date _____

UNDERGROUND INSPECTION:

Inspector: _____ Date _____

WATER TEST

Inspector: _____ Date _____

*** DO NOT WRITE ABOVE THIS LINE ***

*** FOR OFFICE USE ONLY ***

*NEW INSTALLATIONS *REPLACEMENT *ADDITIONS *REPAIRS

MINIMUM FILING FEE \$20.00					RE-INSPECTION FEE \$15.00		
NUMBER OF FIXTURES	PLUMBING	Size and Type of Trap	Size of Vent	Size of Waste	GAS	NO.	\$
3	Water Closets with separate tank	3"	3"	4"	Gas Piping @ \$14.00 per 100'		
	Flushometer Closets				Outlets @ \$10.00 per 1st 5		
	Bath Tubs				Additional Outlets @ \$2.00 ea.		
	Wash Bowls				Water Heaters - Comm. @ \$14.00 ea. - Dom. @ \$6.00 ea.		
2	Showers	2"	2"	2"	Panel Heaters - Floor Furnaces @ \$6.00 ea.		
	Urinals				Unit Heaters @ \$6.00 ea.		
	Floor Drains				Warm Air Furnaces not over 200,000 BTU output @ \$14.00 ea.		
	Bar Sinks, Soda Fountains				Warm Air Furnaces over 200,000 BTU output @ \$30.00 ea.		
1	Kitchen Sinks	2"	2"	3"	Fireplaces @ \$6.00 ea.		
	Slop Sinks				Ranges (Comm.) @ \$14.00 ea.		
1	Automatic Laundry Machines	2"	2"	2"	Ranges (Dom.) @ \$6.00 ea.		
1	Dish Washers	1 1/2"	1 1/2"	1 1/2"	Incinerators @ \$6.00 ea.		
	Garbage Disposals				Changing from LPG to Natural Gas @ \$6.00 ea.		
	Wash Trays				Special Equipment, not over 50,000 BTU @ \$6.00 ea.		
	Catch Basins				Special Equipment, Over 50,000 BTU @ \$14.00 ea.		
	Drink Fountain				Inactive Meter @ \$14.00 ea.		
	Grease Trap				Relocating Meter @ \$14.00 ea.		
2	A/C Drain	1 1/2"	1 1/2"	1 1/2"	Trailing Meter @ \$14.00 ea.		
	Other				Changing numbers or capacity of meters @ \$14.00 ea.		
	TOTAL				TOTAL PLUMBING FEES		
	TRAILER TRAP @ \$14.00 EA.				SPECIAL INSPECTION FEE - \$20.00		
					TOTAL INSPECTION FEES		

Licensed Master Plumber's Signature: SE J. Cant

State License No. Emp # 1815 Phone No. 276-0542

PERMIT

St. Bernard Parish
 Department of Community Development
 8201 West Judge Perez Drive
 Chalmette, Louisiana 70043
 Telephone (504)278-4307

15210-07

PERMIT NUMBER

Building Permit
 Mobile Home With Permanent Foundation
 Certificate of Occupancy

Date: 03/06/2007 Applicant: KINGSTON, DANIEL
 Location: 1430 YSCLOSKEY HWY, ST BERNARD 70085 Subdivision, Section, Lot: DOULLUT S/D, LOT8, SQ U
 Owner: KINGSTON, DANIEL Phone: 504-339-5505
 Owner Address: 1430 YSCLOSKEY HWY ST BERNARD, LA 70085
 Contractor: Same as Owner Phone:
 Contractor Address:

Height: 18 Stories: 2 Construction Type: Zoning: Group Occupancy:
 Flood Zone: A15 Base Flood Elevation: 14 Square Feet: 1900 Estimated Cost: 110,000.00

Sewerage: Parish Sewer Septic/Mech. Health Dept. Approval Req'd

Foundation: Footing Concrete Slab Piling Pier Subsurface Piling Cement Block Pier

Specific Use of Building And/Or Lot:
 Single Family Residential Neighborhood Commercial
 Two-Family Residential General Commercial
 Multi-Family Residential REBUILD CAMP Light Industrial
 Party-Wall Double Residential Heavy Industrial
 Other

New Structure Addition Existing Structure

Fire Dept Approval Req'd: Yes No Hardship Case Drainage Permit Req'd: Yes No

Parking: Existing X Proposed 0 Non-Conforming 0 Required 0 Surface 0 Approved _____

Conditions of Permit Zoning Official Initials

- 1: CONTRACTOR/ARCHITECT MUST SUBMIT ALL CHANGE ORDERS TO THE DEPARTMENT OF COMMUNITY DEVELOPMENT IMMEDIATELY.
- 2: IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR/OWNER TO SCHEDULE ALL REQUIRED INSPECTIONS
- 3: ELECTRICAL WORK MUST BE FILED AND DONE BY A ST. BERNARD PARISH LICENSED ELECTRICIAN.
- 4: ALL PLUMBING AND SEWERAGE WORK MUST BE FILED AND DONE BY A ST. BERNARD PARISH LICENSED MASTER PLUMBER.
- 5: GAS WORK MUST BE FILED AND DONE BY A ST. BERNARD PARISH LICENSED GASFITTER.
- 6: MECHANICAL, HEATING, & REFRIDGERATION WORK MUST BE FILED AND DONE BY A ST. BERNARD PARISH LICENSED MECHANICAL CONTRACTOR.
- 7: IT IS THE SOLE RESPONSIBILITY FOR THE OWNER/BUILDER TO MEET OR EXCEED ALL REQUIREMENTS OF THE ST. BERNARD PARISH BUILDING CODE.
- 8: MUST COMPLY WITH ALL ST. BERNARD PARISH REGULATIONS FOR DRIVEWAYS.
- 9: BY HIS SIGNATURE HEREON, OWNER AFFIRMS THAT THERE HAS BEEN NO EXPANSION OF PRE-KATRINA BUILDINGS OR DOCKS.

~~FINAL ELEVATION CERTIFICATE MUST BE SUBMITTED PRIOR TO SCHEDULING FINAL INSPECTION 5-9-07~~

- CAMP
- METAL BUILDING
- NOT NEW CONSTRUCTION
- SURVIVED HURRICANE INTACT
- DOES NOT NEED ELEVATION CERTIFICATE

CP # 3030 PD. 3-7-07
 \$ 450.00 Permit Fee Julie Bradley Permit Official 3-9-07 Date

PERMIT MUST BE POSTED FOR DURATION OF CONSTRUCTION

St. Bernard Parish, The Department of Community Development, or any of its employees will not be responsible for overlooking any mistakes or incorrections on drawings and specifications submitted to this office for review. It is the sole responsibility of the owner/builder to meet or exceed all requirements of the St. Bernard Parish Building Code. Permit valid for a period of six(6) months. This permit becomes null and void when secured by reasons of false information or latent violation not ascertainable at the time of inspection or when changes in construction, installation, or occupancy are made without departmental approval. Separate permits must be obtained from the parish and state agencies as required by law. The issuance of this permit does not release the applicant from the conditions of any applicable subdivision or title restrictions.

[Signature]
 Contractor's Signature

Building Inspection Approvals

- * Foundation inspection required before pouring of any concrete.
- * Structural inspection required on all framework.
- * Final inspection required for all building permits.
- * Tie-down inspection required for all mobile-home permits.

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PERMIT APPLICATION

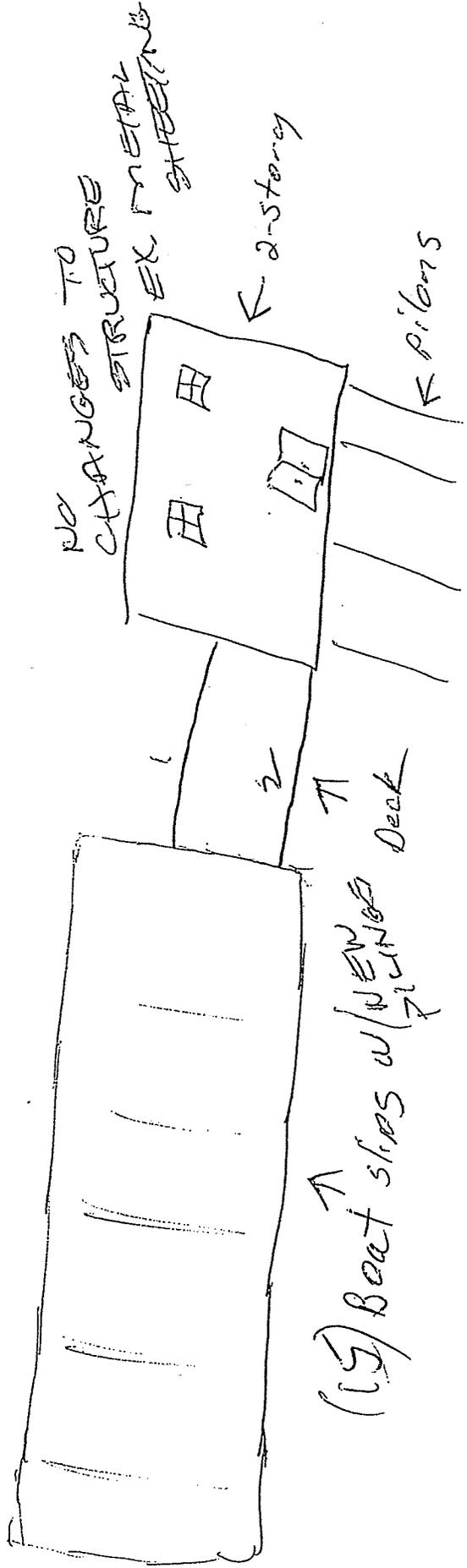
OFFICE USE ONLY

PERMIT NUMBER

<input checked="" type="checkbox"/> BUILDING PERMIT		<input type="checkbox"/> MOBILE HOME WITH PERMANENT FOUNDATION		<input type="checkbox"/> CERTIFICATE OF OCCUPANCY	
DATE	APPLICANT				
MARCH 2, 2009	DANIEL KINGSTON				
LOCATION	SUBDIVISION, SECTION, LOT				
1430 Ysklosky Hwy					
OWNER	PHONE				
DANIEL KINGSTON	339-5505				
OWNER'S ADDRESS	PHONE				
140 EAST OAK RIDGE PARK, MET. LA. 70005	289-1373				
CONTRACTOR	CONTRACTOR'S ADDRESS				
- SELF -	140 EAST OAK RIDGE PK MET. LA. 70005				
HEIGHT	STORIES	CONSTRUCTION TYPE		ZONING	GROUP/OCCUPANCY
18 FT	Two	Residence - Fish Camp		R-1	Multi-Family
FLOOD ZONE	BASE FLOOD ELEVATION	SQUARE FEET		ESTIMATED COST	
A-15	3 FT ABOVE ROAD PK	1,900 sq FT		\$110,000	
SEWERAGE		HEALTH DEPT. APPROVAL REQ'D			
<input type="checkbox"/> PARISH SEWER		<input checked="" type="checkbox"/> SEPTIC/MECH			
FOUNDATION					
<input type="checkbox"/> FOOTING		<input type="checkbox"/> CONCRETE SLAB		<input checked="" type="checkbox"/> PILING PIER	
		<input type="checkbox"/> SUBSURFACE PILING		<input type="checkbox"/> CEMENT BLOCK PIER	
SPECIFIC USE OF BUILDING AND/OR LOT					
<input type="checkbox"/> SINGLE FAMILY RESIDENTIAL		<input type="checkbox"/> NEIGHBORHOOD COMMERCIAL			
<input type="checkbox"/> TWO-FAMILY RESIDENTIAL		<input type="checkbox"/> GENERAL COMMERCIAL			
<input checked="" type="checkbox"/> MULTI-FAMILY RESIDENTIAL		<input type="checkbox"/> LIGHT INDUSTRIAL			
<input type="checkbox"/> PARTY-WALL DOUBLE RESIDENTIAL		<input type="checkbox"/> HEAVY INDUSTRIAL			
<input type="checkbox"/> OTHER		<input type="checkbox"/> LEGAL NON-CONFORMING USE			
<input type="checkbox"/> NEW STRUCTURE		<input type="checkbox"/> ADDITION		<input checked="" type="checkbox"/> EXISTING STRUCTURE	
FIRE DEPT. APPROVAL REQ'D			DRAINAGE PERMIT REQ'D		
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> HARDSHIP CASE			<input type="checkbox"/> YES <input type="checkbox"/> NO		
PARKING					
EXISTING		PROPOSED		NON-CONFORMING	
REQUIRED			SURFACE		
			APPROVED		
CONDITIONS OF PERMIT:					
\$		PERMIT FEE			
		PERMIT OFFICIAL			

APP 28362

Johnny Nunez



D'AQUILA VOLK, MULLINS & CONTRERAS

A PROFESSIONAL LAW CORPORATION

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EDWARD J. DEMARTINI
(1932 - 2004)

Of Counsel
AARON F. BROUSSARD

(1) ALSO ADMITTED IN ALABAMA
(2) ALSO ADMITTED IN REPUBLIC
OF PANAMA
(3) L.L.M. IN TAXATION

November 21, 2006

Mr. Daniel W. Kingston
140 E. Oakridge Park
Metairie, LA 70005

RE: Title Policy and Recordation
Lot 8, Sq. U, Doullut Subdivision, St. Bernard Parish
Our File Number 06NT253

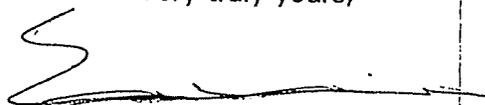
Dear Mr. Kingston:

Enclosed please find the clerk certified copy of the recorded Cash Sale, along with the original Owners Title Insurance Policy in regard to the Act of Sale on the above referenced property.

In addition to handling real estate transactions through our title company, Republic Land Title Corporation, our firm also provides a wide variety of legal services. Our firm can assist you with such legal matters as wills and estate planning, successions, family law, personal injury law, business litigation, corporations and business planning, and other legal services. If we can be of assistance to you, please do not hesitate to call.

It was a pleasure serving you in this matter and if our office can be of any further service to you in the future, please contact my assistant, Melanie V. Schexnayder or me.

Very truly yours,



Ellen Mullins

EM/mvs
Enclosures

FATIC 523
ALTA Owner's Policy (10/17/92)

Policy No. **FA-33- 750128**

POLICY OF TITLE INSURANCE



ISSUED BY

First American Title Insurance Company

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

First American Title Insurance Company

BY *Gary L. Keruett* PRESIDENT

ATTEST *Mark R. Arneson* SECRETARY

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

- (a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.
- (b) "insured claimant": an insured claiming loss or damage.
- (c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.
- (d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.
- (g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured,

All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

(i) To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

(ii) Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees, and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A;

or,

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if

and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage.

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees, and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees, and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT.

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT.

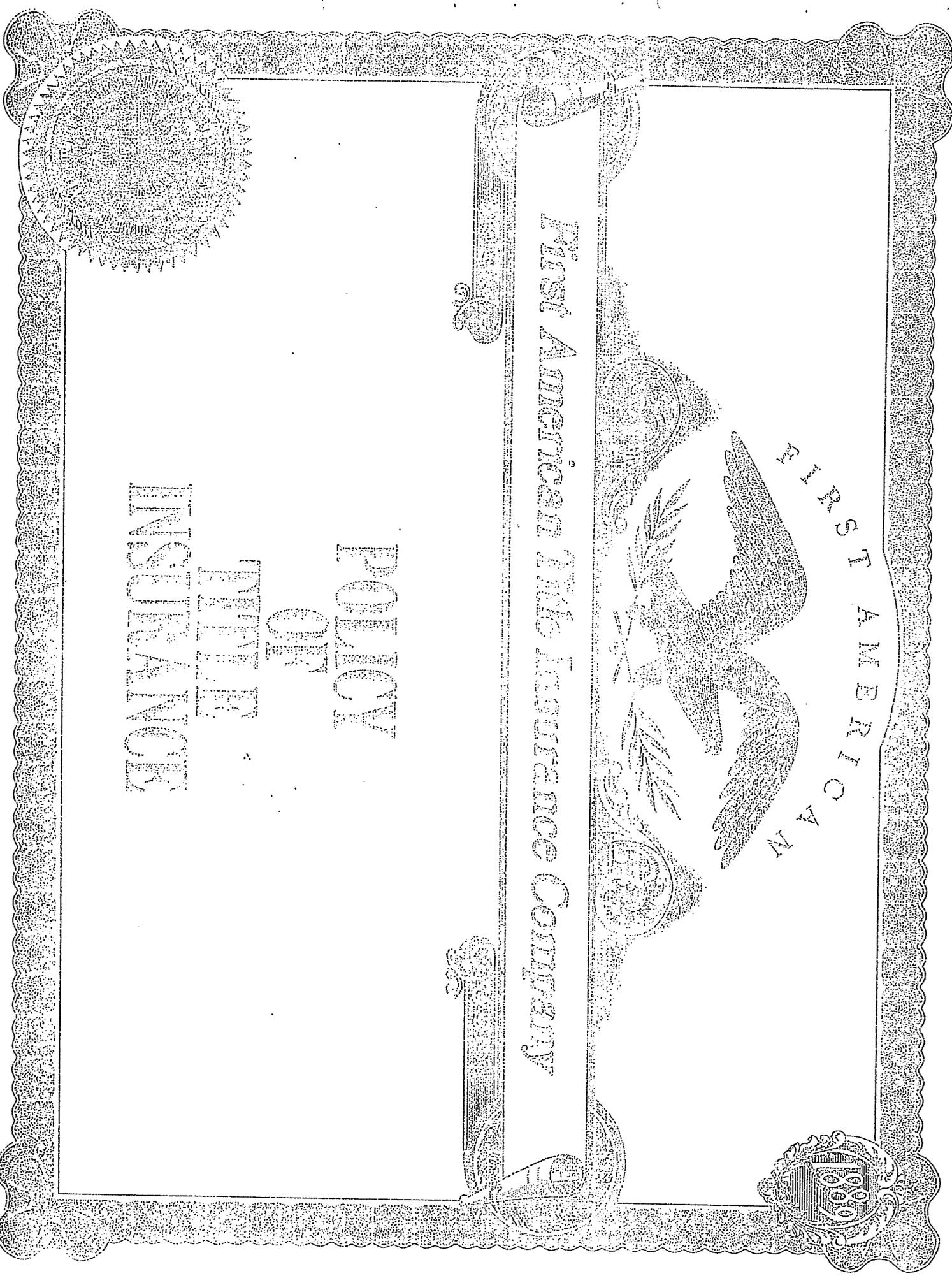
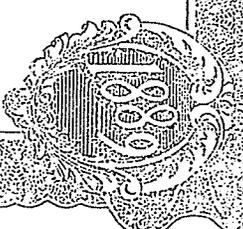
All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, California 92707, or to the office which issued this policy.

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First American Title Insurance Company

SCHEDULE A

Issuing Office File No.: 06NT253

Policy No. FA-33-750128

Date of Policy: September 11, 2006 at 8:30 a.m.

Amount of Insurance: \$45,000.00

Premium Amount: \$206.50

1. Name of Insured:

Daniel W. Kingston

2. The estate or interest in the land which is covered by this policy is:

Fee Simple

3. Title to the estate or interest is vested in:

Daniel W. Kingston who acquired the insured premises per act before Ellen Mullins, Notary Public, dated August 17, 2006, duly recorded September 11, 2006, under Instrument No. 463832, COB 807, page 360, Conveyance records of St. Bernard, Parish, Louisiana.

4. The land referred to in this policy is described as follows:

Lot 8, Square U, Doullut Subdivision,
Parish of St. Bernard, State of Louisiana

SEE SCHEDULE C FOR COMPLETE LEGAL DESCRIPTION

REPUBLIC LAND TITLE CORPORATION
3329 FLORIDA AVENUE, KENNER, LA 70065

By 
ELLEN MULLINS Authorized Signatory

First American Title Insurance Company

SCHEDULE B

Issuing Office File No.: 06NT253

Policy No. FA-33-750128

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
2. Any rights, interests, or claims affecting the land which a correct survey would disclose and which are not shown by the public records.
3. Any lien for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously, under water.
5. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
6. Any minerals or mineral rights leased, granted or retained by current or prior owners.
7. Taxes and assessments for the year 2006 and subsequent years.
8. Any liability resulting from the non-production of conveyance and mortgage certificates of the Clerk of Court in the Parish of St. Bernard, and any adverse condition which might be disclosed by such certificates.
9. Any and all restrictions, servitudes, easements, and rights of way pertaining to the above-described property on file and of record in St. Bernard Parish, Louisiana.
10. 27 foot drainage servitude across the rear or eastern width of lots.

This policy specifically guarantees that the restrictions have not been violated and do not contain a reversionary clause and that a future violation will not operate as a reversion or forfeiture of title.

First American Title Insurance Company

SCHEDULE C

Issuing Office File No.: 06NT253

Policy No. FA-33-750128

LEGAL DESCRIPTION

THAT LOT OR PORTION OF GROUND, known as Lot 8, Square U, Doullut Subdivision to Alluvial City, located in Section 38, Township 14 South, Range 15 East, St. Helena Meridian, Village of Shell Beach, St. Bernard Parish, Louisiana, and described as follows:

COMMENCING AT THE INTERSECTION OF THE EASTERNMOST RIGHT-OF-WAY LINE OF LOUISIANA STATE HIGHWAY NO. 46 (PUBLIC ROAD) AND THE NORTHERNMOST RIGHT-OF-WAY LINE OF THIRD STREET, THAT SAME POINT HAVING THE CO-ORDINATES Y=434,441.35'; X=2,523,870.63'; THENCE ALONG SAID EASTERNMOST RIGHT-OF-WAY LINE OF LOUISIANA STATE HIGHWAY NO. 46, NORTH 24 DEGREES 26 MINUTES 17 SECONDS EAST, A DISTANCE OF 50.01' TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EASTERNMOST RIGHT-OF-WAY LINE OF LOUISIANA STATE HIGHWAY NO. 46, NORTH 24 DEGREES 26 MINUTES 17 SECONDS EAST, A DISTANCE OF 50.01' TO A POINT; THENCE IN AN EASTERLY DIRECTION ALONG THE BOUNDARY LINE OF LOTS 8 AND 7, SOUTH 67 DEGREES 42 MINUTES 11 SECONDS EAST, A DISTANCE OF 213.64' TO A POINT; THENCE ALONG THE FORMER CITRUS STREET RIGHT-OF-WAY (NOW PARCEL G), SOUTH 42 DEGREES 17 MINUTES 49 SECONDS WEST, A DISTANCE OF 53.19' TO A POINT; THENCE ALONG THE BOUNDARY LINE OF LOTS 8 AND 9, NORTH 67 DEGREES 42 MINUTES 11 SECONDS WEST, A DISTANCE OF 197.32' TO THE POINT OF BEGINNING.

St. Bernard Parish Certified Cop.,

Hon. Lena R. Torres
Clerk of Court
St. Bernard Parish Courthouse
Chalmette, LA 70044
(504) 271-3434

First VENDOR

SHELL BEACH RENTALS INC

First VENDEE

KINGSTON, DANIEL W

Index Type : Conveyance

Type of Document : Cash Sale

File Number : 463832

Recording Pages : 7

Book : 807 Page : 360

Description :

Recorded Information

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

On (Recorded Date) : 09/11/2006



Doc ID - 002839720007

CLERK OF COURT
HON. LENA R. TORRES
Parish of St. Bernard

I certify that the attached document is a true copy
of the instrument that was filed for registry and
Recorded 09/11/2006
Recorded in Book 807 Page 360
File Number 463832



Lena R. Torres
Clerk of Court

#15210-07

CASH SALE OF PROPERTY

UNITED STATES OF AMERICA

BY: SHELL BEACH RENTALS, INC.
 JAMES G. GAGNON
 DON A. GAGNON AND
 CYNTHIA GALLO GAGNON
 MILTON L. GAGNON AND
 NANCY VELLEMAN GAGNON

STATE OF LOUISIANA

PARISH OF JEFFERSON

TO: DANIEL W. KINGSTON

BE IT KNOWN, that on this 17th day of the Month of AUGUST in the year of Our Lord two thousand and six (2006).

BEFORE ME, the undersigned authority, a Notary Public, duly commissioned and qualified, in and for the Parish of Jefferson, State of Louisiana, therein residing, and in the presence of the witnesses hereinafter named and undersigned;

PERSONALLY CAME AND APPEARED:

SHELL BEACH RENTALS, INC., a Louisiana corporation, domiciled and doing business in the Parish of Jefferson, organized and existing under the laws of the State of Louisiana, as Charter Number 34548284D in the Office of the Secretary of State of the State of Louisiana, represented herein by Milton L. Gagnon, Vice President, duly authorized by virtue of a Resolution of its Board of Directors, the original of which is annexed hereto and made a part hereof. MAILING ADDRESS: 3901 Edenborn Avenue, Metairie, LA 70002;

JAMES G. GAGNON [SSN:XXX-XX-3602], a person of the full age of majority, domiciled and residing in the Parish of Tangipahoa, State of Louisiana, who declared under oath unto me, Notary, that he has been married but twice, first to Katherine A. Gagnon from whom he was divorced and second to Cathy Fuller with whom he is presently living and residing. FORWARDING ADDRESS: 3901 Edenborn Avenue, Metairie, LA 70002.

DON A. GAGNON [SSN: XXX-XX-8466], AND CYNTHIA GALLO GAGNON, husband and wife, both persons of the full age of majority, domiciled and residing in the Parish of Tangipahoa, State of Louisiana, who declared under oath unto me, Notary, that Don A. Gagnon has been married but twice, first to Jan Lee Gagnon from whom he was divorced and second to Cynthia Gallo with whom he is presently living and residing and that Cynthia Gallo Gagnon has been married but twice, firstly to Roderick E. Perry from whom she was divorced and secondly to Don A. Gagnon with whom she is presently living and residing. FORWARDING ADDRESS: 3901 Edenborn Avenue, Metairie, LA 70002.

MILTON L. GAGNON [SSN:XXX-XX-9778] AND NANCY VELLEMAN GAGNON [SSN: XXX-XX-2291], husband and wife, both persons of the full age of majority, domiciled and residing in the Parish of Jefferson, State of Louisiana, who declared under oath unto me, Notary, that they have each been married but once and then to each other and that

they are presently living and residing together.
FORWARDING ADDRESS: 3901 Edenborn Avenue, Metairie, LA 70002.

Who declare that Seller does by these presents grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver, with no warranties except warranty of title and with full substitution and subrogation in and to all the rights and actions of warranty which Seller has or may have against all preceding owners and vendors, unto:

DANIEL W. KINGSTON [SSN: XXX-XX-9350], a person of the full age of majority, domiciled and residing in the Parish of Jefferson, State of Louisiana, who declared under oath unto me, Notary, that he has been married but once and then to Denise LeBlanc Kingston with whom he is living and residing at 140 E. Oakridge Park, Metairie, Louisiana 70005;

here present, accepting and purchasing for themselves, their heirs and assigns, and acknowledging due delivery and possession thereof, all and singular the following described property to-wit:

THAT LOT OR PORTION OF GROUND, known as Lot 8, Square U, Doullut Subdivision to Alluvial City, located in Section 38, Township 14 South, Range 15 East, St. Helena Meridian, Village of Shell Beach, St. Bernard Parish, Louisiana, and described as follows:

COMMENCING AT THE INTERSECTION OF THE EASTERNMOST RIGHT-OF-WAY LINE OF LOUISIANA STATE HIGHWAY NO. 46 (PUBLIC ROAD) AND THE NORTHERNMOST RIGHT-OF-WAY LINE OF THIRD STREET, THAT SAME POINT HAVING THE COORDINATES Y=434,441.35'; X=2,523,870.63'; THENCE ALONG SAID EASTERNMOST RIGHT-OF-WAY LINE OF LOUISIANA STATE HIGHWAY NO. 46, NORTH 24 DEGREES 26 MINUTES 17 SECONDS EAST, A DISTANCE OF 50.01' TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EASTERNMOST RIGHT-OF-WAY LINE OF LOUISIANA STATE HIGHWAY NO. 46, NORTH 24 DEGREES 26 MINUTES 17 SECONDS EAST, A DISTANCE OF 50.01' TO A POINT; THENCE IN AN EASTERLY DIRECTION ALONG THE BOUNDARY LINE OF LOTS 8 AND 7, SOUTH 67 DEGREES 42 MINUTES 11 SECONDS EAST, A DISTANCE OF 213.64' TO A POINT; THENCE ALONG THE FORMER CITRUS STREET RIGHT-OF-WAY (NOW PARCEL G), SOUTH 42 DEGREES 17 MINUTES 49 SECONDS WEST, A DISTANCE OF 53.19' TO A POINT; THENCE ALONG THE BOUNDARY LINE OF LOTS 8 AND 9, NORTH 67 DEGREES 42 MINUTES 11 SECONDS WEST, A DISTANCE OF 197.32' TO THE POINT OF BEGINNING.

Vendor also conveys any and all rights, ownership, and interest they have or may have as access and/or water frontage to the Yscloskey-Shell Beach Canal located on the western side of the old Shell Beach Road (LA State Highway #46) directly across from the above-described property by extension of the side property line(s).

Being the same property acquired by Shell Beach Rentals, Inc. in act dated March 7, 2002 and recorded at COB 715, folio 118.

Ellen Mullins
D'Aquila, Volk, Mullins & Contreras
A Professional Law Corporation
3329 Florida Avenue
Kenner, LA 70065

AND TO THESE PRESENTS APPEARED NANCY VELLEMAN, WIFE OF AND MILTON L. GAGNON, JAMES G. GAGNON AND CYNTHIA GALLO, WIFE OF AND DON A. GAGNON who herein sell, transfer, assign and convey unto purchaser all of their right, title and interest in and to the following property:

The property known as the waterfront area, located west of and across Hwy. 46 from, LOT 8 Square U, DOULLUT SUBDIVISION TO ALLUVIAL CITY, SECTION 38, T14S, R15E, ST. HELENA MERIDIAN, ST. BERNARD PARISH, LOUISIANA. Said leased property includes all waterfront rights, starting at a point on the bulkhead shoreline directly across Highway 46 from the northernmost boundary of Lot 8 Square U (S67 42'11"E) extending West into the waterway called Bayou Yscloskey for a distance of approximately 40 feet, then turning South a distance of 50.01 feet, then turning East for a distance of 40 feet back to the bulkhead shoreline, then turning North along the bulkhead shoreline for a distance of 50.01 feet to the original point of beginning.

Vendor reserves any and all mineral rights in and to the above-described property.

Notwithstanding any warranty language contained in page 1 of this Act, Vendor conveys only whatever interest in the above-described property it acquired in Quitclaim Bill of Sale recorded at COB 689, folio 159 on the 3rd day January, 2001 in the Parish of St. Bernard, State of Louisiana.

THIS ACT IS MADE, EXECUTED AND ACCEPTED SUBJECT TO THE FOLLOWING:

1. Any and all restrictions, servitudes, easements, and rights of way pertaining to the above-described property on file and of record in St. Bernard Parish, Louisiana.
2. 27 foot drainage servitude across the rear or eastern width of lots.

And reference to those restrictions and/or conditions is not to be considered as renewing or recreating them in any manner whatsoever.

TO HAVE AND TO HOLD the above described property unto the said Purchaser, Purchasers heirs and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of FORTY-FIVE THOUSAND AND NO/100 (\$45,000.00) DOLLARS CASH which the said Purchaser has well and truly paid, in ready and current money to the said Seller who hereby acknowledges the receipt thereof and grants full acquittance and discharge therefor.

Purchaser(s) represent that they have fully inspected the

improvements located on the property and are thoroughly acquainted with their condition. Purchaser(s) acknowledge that seller(s) make no covenants, warranties, guaranties, or representations, express or implied, pertaining to the condition of the improvements or the fitness thereof for any purpose. Purchaser(s) waive any present or future rights in the nature of redhibition, quanti minoris and/or concealment or any other theory of law which might create a cause of action by Purchaser(s) against Seller(s) based on any type of defect in this property.

Seller(s) and Purchaser(s) hereby acknowledge and recognize that this sale in an "AS IS" condition, and accordingly, purchaser(s) do hereby relieve and release Seller(s) and all previous owners thereof from any and all claims for any vices or defects in said property, whether obvious or latent, known or unknown, easily discoverable or hidden, and particularly for any claim or cause of action for redhibition pursuant to Louisiana Civil Code Articles 2520, et seq., or for diminution of purchase price pursuant to Louisiana Civil Code Articles 2541, et seq.

I/WE, SAID PURCHASER(S), HAVE READ THE ABOVE WAIVER OF WARRANTY, UNDERSTAND IT AND AGREE TO BE BOUND BY IT.

DATE: AUGUST 17, 2006


DANIEL W. KINGSTON
Purchaser

Seller hereby declares that there are no State, Parish or City taxes due or payable as of the date hereof on the property conveyed. The current year's taxes have been prorated to the date of this sale and Purchaser assumes payment for all future taxes.

The parties to the Act are aware that the Mortgage and Conveyance Certificates herein referred to have been waived, and relieve and release me, Notary, from all responsibility by reason thereof.

(Excerpts From) The MINUTES OF A MEETING OF THE
BOARD OF DIRECTORS OF SHELL BEACH RENTALS, INC.

RESOLVED, that MILTON L. GAGNON, in his capacity as VICE PRESIDENT of this Corporation, be and he is hereby authorized, directed and empowered for and on behalf of this Corporation to borrow any sums of money from any person, firm or corporation willing to lend same, and/or arrange for the extension or renewal of any indebtedness due by this Corporation, and/or utilize the assets of this Corporation as security to induce any creditor of this Corporation not to call any demand notes of this Corporation. And, in order to accomplish such purposes, and for any other purpose, that the said officer of this Corporation deems necessary and proper, said officer is hereby authorized, directed and empowered to execute and endorse on behalf of this Corporation, a note or notes, payable at such times, bearing such interest, and containing such terms, conditions and provisions, as in his absolute discretion may seem necessary and advisable. In order to secure said note or notes, to be executed by said officer, said officer is hereby further authorized and empowered to appear before any Notary Public and execute an Act of Mortgage or Act of Collateral Mortgage, or Act of Vendor's Lien Mortgage in such form and containing such terms and conditions as such officer in his absolute discretion may deem necessary and advisable, including without limitation, a waiver of appraisalment, pact de non alienando, confession of judgment and the usual Louisiana security clauses.

BE IT FURTHER RESOLVED that the above named officer is hereby authorized, directed and empowered to purchase, exchange and/or sell real property, immovables, personal property, movable property, corporeal and incorporeal property, and any interest therein, of any sort, size, nature, type or description whatsoever, in whole or in part, and wherever located; all for such prices and on such terms as he may deem proper and to the best interest of the Corporation; to enter into any agreements or options for the purchase, exchange or sale of any such movable or immovable property, or any interest therein; to make, sign and execute for this Corporation, any and all Mortgages or Vendor's Liens and privileges that he may deem necessary and proper in connection with the purchase or exchange of such movable or immovable property or any interest therein, and to borrow money and to make, sign and execute notes, negotiable promissory notes, mortgage notes, or any and all types of evidences of indebtedness, all on such terms and conditions and at such interest rates as he may deem proper and to secure payment of said evidences of indebtedness by the execution of Vendor's Lien, Special Mortgages, Collateral Real or Chattel Mortgages, or any other type of security device, all in connection with the purchase or exchange of such property or interests therein, to transfer and sell any and all property owned or subsequently acquired by this Corporation to any legally organized building and loan association and to reacquire said property by granting a Vendor's Lien and Mortgage on said property for the purpose of creating a security device in favor of said building and loan association; and furthermore to provide additional security in favor of any building and loan association, he is authorized to acquire and purchase shares of mortgage loan stock and to pledge these shares to the association at such prices and under such conditions as he may desire; to accept negotiable promissory notes, mortgage notes, mortgages, liens, privileges or other types of evidences of indebtedness or other types of security in consideration for the sale of any property or interest therein belonging to the Corporation; to accept, acknowledge receipt of and give acquittance for any cash or other valuable consideration received by the Corporation; to purchase, exchange, sell or assign minerals, minerals interests, mineral royalties and mineral leases of any sort, size, nature, type or description whatsoever or any interest therein, in whole or in part and wherever located; to make, sign and execute leases or rental agreements on any movable or immovable property owned by or leased to the Corporation, to make, sign and grant any mineral leases, mineral deeds or retain any mineral reservations for or on behalf of the Corporation, all on such terms and conditions as he may deem in the best interest of the Corporation; and all of the above and foregoing actions may be performed without the necessity of ratification or further approval by the Board of Directors of said Corporation or of its Stockholders, and to do anything necessary and proper to carry out the above purposes, including the signing and execution in the name of the Corporation, of any and all documents or other instruments in writing, and to pledge, pawn and hypothecate any note or notes or any note(s) secured by Mortgage or Collateral Real or Chattel Mortgage to secure any other note(s) executed for and on behalf of this Corporation to obtain any loan(s); to pledge, pawn and hypothecate, any and all other securities belonging to this Corporation as in his absolute discretion may seem necessary or advisable, and which may be required by any person, firm or corporation, as security for any indebtedness so created by said officer in accordance herewith, or any prior existing indebtedness of this Corporation; and generally to do and perform anything necessary and proper to further the purposes and interests of this Corporation in the sole discretion of said officer.

The above and foregoing resolution shall remain in full force and effect and may be relied upon by interested parties unless and until said resolutions are revoked, annulled, amended or modified by subsequent resolutions, certified copies of which are duly recorded in the appropriate public records.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify that I am the duly elected and appointed Secretary of SHELL BEACH RENTALS, INC.; furthermore, I certify that the above and foregoing is a true and exact copy of the resolution of the Board of Directors as it appears recorded in the Minute Book at the Corporate Domicile, having been adopted by the Board of Directors of said Corporation at a meeting duly and lawfully held on the 17th day of August, 2006, at the Corporate Offices of said Corporation, which meeting was held pursuant to notice, and at which meeting all members of the Board of Directors were present and voting; furthermore, I certify that since the adoption of said Resolution, it has not been amended, annulled, or revoked in any manner, and is still in full force and effect.

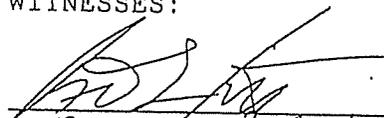


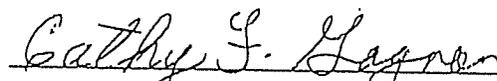
JAMES G. GAGNON
Secretary

The parties hereto agree that the undersigned Notary has not ordered a current survey of the herein described property, and the parties hereto relieve and release me, Notary, from any and all responsibility and liability relating thereto.

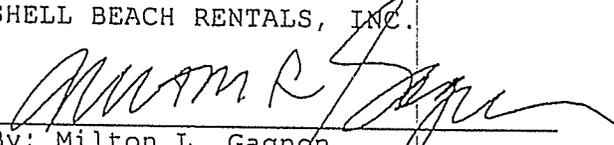
THUS DONE AND PASSED in my office in the Parish of Jefferson, State of Louisiana, on the day, month and year herein first above written, in the presence of the undersigned competent witnesses, who hereunder sign their names with the said appearers, and me, Notary, after due reading of the whole.

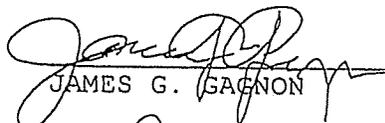
WITNESSES:

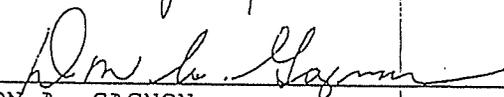

BRIAN L. REBOUL


CATHY F. GAGNON

SHELL BEACH RENTALS, INC.

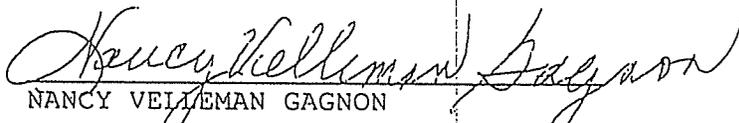

By: Milton L. Gagnon,
Vice President


JAMES G. GAGNON


DON A. GAGNON


CYNTHIA GALLO GAGNON


MILTON L. GAGNON


NANCY VELLEMAN GAGNON


DANIEL W. KINGSTON

ELLEN MULLINS #14247
NOTARY PUBLIC

