

## APPENDIX H – PROPERTY AGREEMENT

### *Copy of title to property, lease or other agreement (Section 519.C.8)*

The property on which the proposed facility will be constructed, following approval by the Office of Conservation – Department of Natural Resources, was previously owned by Riemer Calhoun Jr. On December 17, 2018, Riemer Calhoun Jr entered into a Buy-Sell Agreement for the property to PA Prospect Corporation. A copy of the Buy-Sell Agreement and 2019 Parcel Listing are included in this section.

**D. SCOTT BROWN LAW OFFICE**  
P.O. BOX 1138  
107 CROSBY STREET  
MANSFIELD, LOUISIANA 71052

Telephone: (318-872-8200)

Fax: (318-872-1935)

D. SCOTT BROWN  
[browndscott@bellsouth.net](mailto:browndscott@bellsouth.net)

December 17, 2018

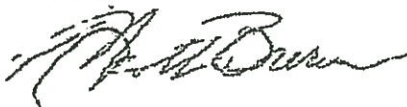
RE: Permission to Proceed

To Whom It May Concern:

The Briarwood Group, LLC, the owner of the "Property " has no objection to the efforts of PA Prospect Corporation moving forward with the application for the following property to be used for frac-water injection and reclamation:

**The Property.** Commencing at a Found 1 inch iron bar at the Southwest corner of the Southeast Quarter of the Southeast Quarter of Section 27, Township 13 North , Range 11 West, Red River Parish, Louisiana; thence North 89 degrees 27 minutes 17 seconds East, a distance of 20.00 feet; thence North 00 degrees 32 seconds 43 minutes West, a distance of 1048.46 feet to the point of beginning; thence North 00 degrees 32 minutes 43 seconds West, a distance of 655.35 feet; thence North 67 degrees 45 minutes 26 seconds East, a distance of 213.15 feet; thence South 32 degrees 04 minutes 19 seconds East, a distance of 868.56 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 652.24 feet to the point of beginning. Said described tract containing 7.00 acres, more or less.

Sincerely,



D. Scott Brown

## AGREEMENT TO BUY AND SELL

STATEMENT OF LOUISIANA

PARISH OF DESOTO

BE IT KNOWN, came and appeared:

Briarwood Group, LLC; a Louisiana limited liability company, herein represented by its, Reimer Calhoun, Jr. (hereafter referred to as the "Seller").

And

P.A. Prospect Corporation, represented by its President  
(Hereafter referred to as the "Buyer");

Who did enter into the following agreement:

1. Seller agrees to sell and Buyer agrees to buy the following described property:

**PROPERTY LEGAL DESCRIPTION:** The property proposed to be sold is located at; the 7.00 acres of land located in Section 27, Township 13 North, Range 11 West, Red River Parish LA.

2. The consideration for said transfer shall be the price and sum of THREE HUNDRED THOUSAND AND NO/100 (\$300,000.00) DOLLARS cash, payable at the time of closing.
3. The actual transfer of the property described above shall be by cash sale deed, free from all liens and other encumbrances, and shall, unless an earlier time or later time is mutually agreed upon, be consummated not later than February 1, 2018.
4. Seller and Buyer agree that the act of sale shall contain the following provisions:

"The parties acknowledge that before executing this transfer, the Buyers have had ample opportunity to examine and inspect the premise, improvements and equipment herein transferred and the consideration of this transfer was determine and agreed upon only after Buyers have fully and completely inspected same to determine fitness and soundness. Other than the warranty of title herein specifically set forth, the Sellers make no warrant whatsoever and none shall be implied as to the condition or fitness for any particular purpose of any portion or all of the premises, improvements or equipment herein transferred, and the same is transferred to and accepted by Buyer as

is. Seller and Buyer agree that Seller will reserve all minerals appertaining to the property sold.”

5. This is not an option, but it is an executory contract to buy and sell and shall be so construed in all respects. No party may withdraw from this contract and all parties grant unto each other and reserve unto themselves the absolute right to demand specific performance of this contract.
6. This agreement shall be binding upon and inure to the benefit of all the parties hereto and their respective heirs, executors, administrators, assigns and successors.
7. Buyers agree that they will pay closing costs.
8. Seller and Buyer agree the 2018 property taxes, if any, will be paid by Seller. 2019 property taxes will be paid by Buyer.
9. All wind and water rights owned by Seller with convey to Buyer.
10. Seller is aware the Buyer may use the property for land farming, oil field disposal, salt gravel, oil reclamation plant and salt water injection rights and approves these uses and will not object to these uses. Buyer will be allowed to use Brine, Gravel, and SWD injection if necessary after the sale is complete. Seller will allow Buyer and Buyer's agents/employees access to the property for the purpose of conducting any soil test or other environmental studies necessary.
11. Access Buyer will grant a 40 foot easement to Seller for access to and from his other property to the property and signage easement at all reasonable places on his other property.

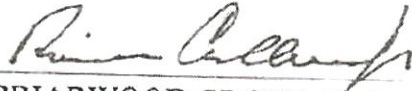
**BUYER**

**BY:** \_\_\_\_\_  
PA Prospect Corporation

**DATE OF ACCEPTANCE**

12/19/18

**SELLER:**

  
\_\_\_\_\_  
**BRIARWOOD GROUP, LLC**  
Manager: Riemer Calhoun

**MEMORANDUM OF UNDERSTANDING**  
**TO SELL AND PURCHASE REAL ESTATE**

The purpose of this letter is to set forth some of the basic terms and conditions of the proposed purchase by PA Prospect Corporation (the "Buyer") of certain real estate owned by Briarwood Group, LLC; manager Reimer Calhoun (the "Seller). The terms set forth in this letter will become binding until a more detailed "Purchase Agreement" is negotiated and signed by the parties, as contemplated below by the section of this Letter entitled "Non-Binding".

1. **PROPERTY LEGAL DESCRIPTION:** The property proposed to be sold is located at; the 7.00 acres of land located in Section 27, Township 13 North, Range 11 West, Red River Parish, LLC.
2. **PRICE:** The proposed purchase price is \$300,000.00 of which a negotiated and agreed upon \$25,000.00 will be deposited in Escrow upon acceptance of a binding Purchase Agreement. Buyer would pay the balance to Seller closing, which shall not be later than thirty (30) days of this agreement unless modified by the party.
3. **POSSESSION:** Possession would be given at closing, or sooner by mutual agreement. Settlement would be made at the closing.
4. **INSPECTION:** After the final acceptance of a binding Purchase Agreement, Buyer may have the Real Estate inspected by a person of Buyer's choice to determine if there are any structural, mechanical, plumbing or electrical deficiencies, structural pest damage or infestation, any unsafe conditions or other damage, including the presence of radon gas, any lead-based paint hazards, and inspections for other conditions that are customary to the locality and/or that are required by law.
5. **WIND AND WATER RIGHTS:** All wind and water rights owned by seller will convey to buyer.
6. **PROPERTY USES:** Seller is aware that Buyer may use the property for land farming, oil field disposal, salt, gravel, oil reclamation plant and salt water injection rights and approves these uses and will not object to these uses. Buyer will be allowed to use Brine, Gravel and SWD injection if necessary after the sale is complete.
7. **INSPECTION:** Seller will allow Buyer and Buyer's agents/employees access to the property for the purpose of conducting any soil test or other environmental studies necessary.
8. **FINANCING:** Does not affect the proposed purchase.
9. **CLOSING COSTS:** Traditional distribution of closing costs.
10. **STANDARD PROVISIONS:** The Purchase Agreement will include the standard provisions that are customary to the locality and/or that are required by law.
11. **ADDITIONAL PROVISIONS:** Buyer will grant a 40 foot easement to Seller for access to his other property.

12. **STANDSTILL:** Seller shall not initiate or carry on negotiations for the sale of the Real Estate with any party other than Buyer unless either (1) Buyer and Seller fail to enter into a binding Purchase Agreement by **72 HOURS** from the time of acceptance of this agreement, or (2) Buyer and Seller agree in writing to abandon this Letter of Intent.
13. **PROPERTY LEASE APPROVAL:** Contract is contingent on Buyer's approval of any and all leases that may be in effect on the property. Seller will furnish a copy of any leases within 10 days of executed date of contract.

The above memorandum of understanding reflects our mutual agreement in principle and sets forth the basis for proceedings to negotiate a Purchase Agreement as outlined above.

**BUYER**

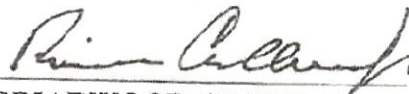
**BY:** \_\_\_\_\_

PA Prospect Corporation

**DATE OF ACCEPTANCE**

**3-21-19**

**SELLER:**

  
\_\_\_\_\_  
**BRIARWOOD GROUP, LLC**  
Manager: Riemer Calhoun

## Red River Assessor Current Assessment Listing

**Parcel#**

600002000A

View on Map ([http://atlas.geoportalmaps.com/redriver/q/Parcel?parcel\\_no=600002000A](http://atlas.geoportalmaps.com/redriver/q/Parcel?parcel_no=600002000A))**Primary Owner**

PA PROSPECT CORP.

**Mailing Address**

P.O. BOX 785

COLUMBUS MT 59019-0000

**Ward**

06

**Type**

RE

**Legal**

COMMENCING AT THE SW CORNER OF SE 1/4 OF SE 1/4 SEC. 27-13-11, THENCE N 89.27 EAST 20', N 00.32 WEST 1048'  
TO THE POINT OF BEGINNING, THENCE N 00.32 WEST 655.35', N 67.45 EAST 213.15', S 32.04 EAST 868.56', N 90.00 EAST 664.05', CONT. 7 ACRES SHOWN ON PLAT IN ATTACHMENTS. ( INST. #243288)

**Physical Address****Deeds**

Deed#	Type	Date	Amount	Book	Page
244801	Quitclaim	11/22/2019	0		
243288	Cash Sale	2/20/2019	300,000		
243093	Quitclaim	12/27/2018	0	396	43
216180	CONTRIBUTION TO CAPITAL	8/10/2009	0	324	615
201984	Cash Sale	4/18/2005	0	293	446
	UNKNOWN	1/1/1990	0	238	191

**Ownership History**

Homestead?	Name	Primary?	% Ownership	% Tax	From	To	Address
NO	PA PROSPECT CORP.	YES	100.0000	100.0000	11/22/2019		
NO	MT. MARIAN ENTERPRISES, INC.	YES	100.0000	100.0000	2/20/2019	11/22/2019	
NO	BRIARWOOD GROUP, LLC	YES	100.0000	100.0000	8/10/2009	2/20/2019	
NO	CALHOUN, MARY MARCIA C	YES	100.0000	100.0000	4/18/2005	8/10/2009	
NO	CALHOUN, RIEMER	YES	100.0000	100.0000	1/1/1990	4/18/2005	

**PARISH**

Millage	Mills	Taxpayer Tax	Homestead Tax
PARISH TAX (006)	3.6300	108.90	0.00
LIBRARY TAX (012)	7.0900	212.70	0.00
SCHOOL BOND (031)	9.6000	288.00	0.00

<b>Millage</b>	<b>Mills</b>	<b>Taxpayer Tax</b>	<b>Homestead Tax</b>
RR LEVEE DIST. (002)	4.5500	136.50	0.00
RR LEVEE PER ACRE	0.0000	0.35	0.00
COUNCIL ON AGING (028)	0.9500	28.50	0.00
RR ASSESSMENT DISTRICT (029)	8.0000	240.00	0.00
HEALTH UNIT (010)	2.0000	60.00	0.00
PUBLIC FACILITIES (011)	3.0000	90.00	0.00
SCHOOL CONST. (017)	4.9700	149.10	0.00
SCHOOL CRE (019)	5.6200	168.60	0.00
SCHOOL M&O (020)	16.3200	489.60	0.00
SCHOOL S&B (025)	16.1800	485.40	0.00
SHERIFF (008)	8.7800	263.40	0.00
SHERIFF (009)	5.8100	174.30	0.00
RR WATERWAY (013)	1.5200	45.60	0.00
RR WATERWAY (014)	0.8200	24.60	0.00
FIRE DISTRICT (015)	3.8600	115.80	0.00
FIRE DISTRICT (027)	3.7200	111.60	0.00
JOHN K KELLY GRAND BAYOU (030)	1.0000	30.00	0.00
<b>TOTALS</b>	<b>107.4200</b>	<b>3,222.95</b>	<b>0.00</b>