

**BAYOU POSTILLION WATER QUALITY PROJECT
KEY AND CRITICAL DOCUMENTS**

The attached series of letters and correspondence are critical and key documents. This scheme enabled a select few the ability to transfer the surface and minerals and create an access for oil and gas exploration in addition to converting wetlands into uplands for camp rentals/sales.

Note the fax/email dated 6/3/2003 from Ernie Gammon, Hydro Consultants to Sandra Thompson, Executive Director, Atchafalaya Basin Program and comments from Rob Scheffy, Esq., Jones Walker (outside council directed to prepare Boundary Agreement and Dredge Servitude Agreement) to Sandra and "the Group" about taking business risks and the invalid servitude.

It is believed these are the main reasons Gov. Foster failed to sign the documents and allowed the incoming Administration to execute the Boundary Agreement and Dredge Agreement without full disclosure regarding the false documents and never explaining to the incoming Administration what was truly going on.

ACCORDING TO ROB SCHEFFY, JONES WALKER AS SET FORTH IN THIS FAX AND EMAILS (see 2003.06.03 Fax and Emails from E. Gammons/Rob Scheffy to S. Thompson), THE SERVITUDE GRANTED BY KYLE-PETERMAN IS INVALID BECAUSE ALL OF THE CO-OWNERS FAILED TO SIGN THE DOCUMENTS.

SCHEFFY DISCUSSES THE BUSINESS RISK TO THE STATE. WHAT BUSINESS RISK IS SCHEFFY TALKING ABOUT? THE STATE IS GETTING NOTHING OTHER THAN REDUCED OWNERSHIP OF THE BAYOU OF: 25' FOR THE FIRST MILE GOING TO 50' FOR THE SECOND MILE GOING TO 100' FOR THE THIRD MILE OF THE DREDGED BAYOU.

THE STATE GAVE UP EVERYTHING (SURFACE AND MINERALS) CONVERTING WETLANDS INTO DEVELOPABLE UPLANDS FOR CAMP DEVELOPMENT AND DREDGING THE EQUIVALENT OF A "BOARD ROAD" ACCESS CANAL PAID FOR BY THE STATE FOR OIL AND GAS COMPANIES (TORTUGA INTERESTS, INC., ET AL) THAT WERE PURCHASING PRIVATE AND STATE OIL AND GAS LEASES AND DEVELOPING WELLS AT THE END OF THE BAYOU. THE STATE RECEIVED NOTHING EXCEPT REDUCED MINERALS AND THE STATE'S NEGATIVE \$-1.5-\$2 MILLION DOLLARS REGARDING DREDGING COSTS!

ACCORDING TO SCHEFFY WHO DRAFTED THE DOCUMENTS THE SERVITUDE IS "INVALID" THEREFORE THE PUBLIC/CITIZENS CURRENTLY USING THE BAYOU MAY BE TRESPASSING IN THE EVENT THEY EXTEND BEYOND THE PERSCRIBED BOUNDARY LINES.

IN ADDITION THE INVALID SERVITUDE DOCUMENT IS SETTING THE STATE UP TO DREDGE AGAIN WITHIN THE NEXT FIVE (5) YEARS OR LOSES THE RIGHT TO USE THE BANK TO BANK SERVITUDE WITHIN THE INVALID SERVITUDE. ACCORDING TO THE ATTORNEY THAT DRAFTED THE DOCUMENTS THE SERVITUDE PRESENTLY IS "INVALID" THEREFORE WAS NEVER VALID TO BEGIN WITH AND APPARENTLY PRESUMABLY COULD BE CONSIDERED FALSE AND FRAUDLENT DOCUMENTS.

THE EMAIL IS REFERENCED FROM SCHEFFY TO "**THE GROUP**". AS LANDMAN ON THE PROJECT ORIGINALLY I NEVER HEARD ANYTHING ABOUT THE LACK OF TITLE INSURANCE, TITLE OPINION, ETC. TO MY KNOWLEDGE GARY KEYSER, ESQ. (CONTRACT ATTORNEY) KNEW NOTHING ABOUT THIS NOR BOBBY WILKINSON (ASST. EXECUTIVE DIRECTOR TO SANDRA THOMPSON) OR TOMMY WARDER, ASST. TO BOBBY WILKINSON.

ONE HAS TO WONDER WHO WITHIN "THE GROUP" DURING THE FOSTER ADMINISTRATION KNEW ABOUT ATTORNEY SCHEFFY' WARNINGS OF BUSINESS RISKS AND THE INVALID SERVITUDE?

CERTAINLY ERNIE GAMMON, HYDRO CONSULTANTS, INC., (WHO WAS ALSO THE CHAIRMAN OF THE CHANNEL MAINTENANCE COMMITTEE AND THE GENERAL CONTRACTOR OF THE PROJECT. MAYBE THIS EXPLAINS WHY HE WOULD NOT ANSWER MY QUESTION IN FEB. 2007 AS TO THE COSTS OF THE PROJECT SINCE HIS FIRM SIGNIFICANTLY BENEFITTED FROM THE TOTAL INCREASED PROJECT COSTS);

CERTAINLY SANDRA THOMPSON, EXECUTIVE DIRECTOR OF THE ATCHAFALYA BASIN PROGRAM;

CERTAINLY BERNARD BOUDREAUX, EXECUTIVE COUNCIL FOR GOVERNOR FOSTER AND FORMER LAW PARTNER OF NEWMAN TROWBRIDGE, JR. SINCE HE KNEW OF TROWBRIDGE'S SECRET ROLE IN THE OIL BUSINESS;

CERTAINLY GOV. MIKE FOSTER (COUSIN TO NEWMAN TROWBRIDGE) SINCE HE WOULDN'T SIGN THE DOCUMENTS HIMSELF AND ALLOWED THE INCOMING ADMINISTRATION TO SIGN THESE FALWED AND INCORRECT DOCUMENTS;

CERTAINLY SECRETARY JACK CALDWELL, LDNR WHOM HAD FORMERLY WORKED WITH NEWMAN TROWBRIDGE, JR AND HAD FORMERLLY REPRESENTED JOHN HINE IN PREVIOUS LEGAL MATTERS AND FULLY KNOWING BOTH WERE IN THE OIL AND GAS BUSINESS;

CERTAINLY NEWMAN TROWBRIDGE, JR., CEO, AGENT IN FACT FOR KYLE PETERMAN MANAGEMENT GROUP WHILE ALSO WAS ON CONTRACT TO THE AG AND LDNR OFFICES;

CERTAINLY JOHN HINE, LANDOWNER AND PRESIDENT OF TORTUGA INTERESTS, INC. THAT WAS ACQUIRING OIL AND GAS LEASES AT THE IDENTICAL TIME DOCUMENTS WERE BEING DRAFTED AND PRIOR TO SIGNING AND DURING THE BLANCO ADMINISTRATION, ALL UNDER ALIAS CORPORATION NAMES (DELTA LANDS EXPLORATION INC. AND JANUS GULF COAST EXPLORATION, LLC-BOTH OWNED BY SAME PRINCIPALS AND SAME ADDRESSES);

AFTER ATTEMPTING TO BRING INFORMATION FORWARD IN FEB. 2007 WHEN US MAIL WAS INTERCEPTED BY THE EXECUTIVE DIRECTOR (SANDRA THOMPSON) DIRECTED TO ROBERT BENIOT (ASST. EXECUTIVE DIRECTOR) ONE WOULD HAVE TO WONDER WHO WAS WITHIN "THE GROUP" DURING THE BLANCO ADMINISTRATION THAT KNEW ABOUT THIS SCHEME?

THE SAME INFORMATION WAS PRESENTED TO SECRETARY SCOTT ANGELLE IN MAY AND SEPT. 2007 AND HE FAILED TO REACT;

THE SAME INFORMATION THAT LDNR ATTORNEY ISAAC JACKSON, JR. AND LDNR ATTORNEY JIM DAVITT REVIEWED IN DETAIL AND THEY WOULD NOT RESPOND TO AND REACT;

THE SAME INFORMATION (IN PART) THAT WAS DELIVERED THROUGH THE ETHICS TRANSITION TEAM DIRECTLY TO CHIEF OF STAFF TIMMY TEEPPELL AND GOVERNOR JINDAL'S OFFICE COMMENCING IN DEC. 2007 WHICH WAS APPARENTLY DIRECTED TO THE OFFICE OF THE LOUISIANA INSPECTOR GENERAL (STEPHEN STREET) IN FEB., 2008 THAT OFFICE HAVING "OPENED" AND "CLOSED" THE CASE WITHOUT EVER RECEIVING ANY OF THE DETAILED INFORMAATION AND THEY FAILED TO REACT TO AS RECENT AS THIS MONTH (MARCH, 2008);.

THIS MEANS THAT THE STATE CONVERTED WETLANDS INTO UPLANDS FOR LOT DEVELOPMENT AND GAVE AWAY VALUABLE MINERAL INTEREST WITHIN A OIL AND GAS FIELD

TO THE KYLE PETERMAN GROUP AND DREDGED FOR A GROUP OF OIL COMPANIES (TORTUGA INTERESTS, INC.-JOHN HINE/NEWMAN TROWBRIDGE, REGISTERED AGENT AND LONG TERM BUSINESS PARTNER) AN ACCESS CANAL UNDER THE PRETENSE OF "WATER QUALITY" DIRECTLY INTO AN OIL AND GAS FIELD PRODUCING CLOSE TO \$900,000.00 / DAY FOR NOTHING!

IN ADDITION THE STATE OF LOUISIANA IS APPARENTLY OUT OF COMPLIANCE WITH THE ARMY CORP. OF ENGINEERS AND IN VIOLATION OF THE CLEAN WATER ACT, VIOLATIONS OF SECTION 404 AND SECTION 10 AND FAILED TO FOLLOW THE COE PERMIT SPECIFICATIONS INCLUDING MITIGATION REQUIREMENTS FOR WHICH THERE COULD BE SEVERE PENALTIES.

A LISTING OF THE DOCUMENTS IN DATE CHRONOLOGY:

2007. Dec. Emails from Dan Collins, CPL & Gary Keyser, Esq. regarding what apparently occurred at Bayou Postillion (Gary Keyser, Esq. was contract attorney to Atch. Basin Program, Dan S. Collins, CPL & Associates, Inc. was contract landman at time project conceived and dredged);

2007.12.31 Letter to Petroleum Lands Director Rick Heck with support information from Dan S. Collins, CPL (w/o enclosures)

2007.10.15 Letter to Ms. Marjorie McKeithen, Secretary, State Mineral Board with support information from Dan S. Collins, CPL (w/o enclosures)

2007.9.7 Letter to Mr. Robert Benoit, Asst. Director and Mr. James (Jim) Davitt, Legal Council with support from Dan S. Collins, CPL (w/o enclosures)

2007.8.29 Letter with support documents to LDNR Secretary Scott Angelle from Dan S. Collins, CPL (w/o enclosures)

2007.5.9 Letter with support documents (box) to LDNR Secretary Scott Angelle from Dan S. Collins, CPL (w/o enclosures)

2007.04.19 Letter from Sandra Thompson to Paul Maclean referencing no reference to oil and gas consideration in selection of water quality project;

2007, Feb. GammonTortuga Response-Collins Communication regarding discussion of costs related to Bayou Postillion project as questioned by Collins in telephone conversation;

2006.07.06 Email from Newman Trowbridge to John Evan, State Land Office inquiring about State ownership amount for leasing oil and gas rights which were then acquired by Tortuga Interests, Inc for this land area. As noted oil and gas leasing commenced in Nov. 2003 on other state lands where Tortuga acquired leases utilizing "shell" corporations pre-dating the signature by Gov. Blanco.;

2003.06.26 Memorandum from Newman Trowbridge to Rob Scheffy regarding removal of undivided interest owners that would not sign the documents as performed by Trowbridge;

2003.06.03 Fax and Emails from E. Gammons/Rob Scheffy to S. Thompson regarding risks of proceeding without title opinion, title insurance and full cooperation and consent of co-owners in addition to the servitude being "invalid" in the absence of full participation by all co-owners. Review of the Boundary Agreement and Dredging Agreement revealed less than 100% of the co-owners signed those documents and according to the attorney that drafted the documents the servitude is invalid;

2002.04.05 Memo to File by Ernie Gammon regarding private meeting with Newman Trowbridge to re-design project for drilling activity stating: "Newman (the Peterman Family) is interested in seeing this work done as a means of facilitating oil and gas exploration work in the areas (He wants the channel excavated so that drilling rigs can navigate Bayou Postillion)". "Newman may want the channel wider and deeper

than is presently drawn in a few areas to accommodate drilling rigs that he (Trowbridge) envisions using". It is believed this information was intentionally withheld and never disclosed to the Army Corp. of Engineers by Ernie Gammon, Sandra Thompson and Newman Trowbridge, Jr.;

2002.04.01 Email from Gary Keyser regarding concern of public's right of access regarding when he saw the plans and specs "I am somewhat concerned about potential conflicts which may be caused by the way the very narrow channel widths which would be owned by the State, as compared to the full bank to bank off the bayou. The appearance off the wide channel will create the public expectation that navigation is allowed throughout the bayou, not just the area off the dredged channel which I think is the intent";

2001.04.24 Letter from Sandra Thompson to Newman Trowbridge offering: "Kyle Peterman would have fee ownership, including minerals, of the remainder of the beds and banks of Bayou Postillion in perpetuity". It is believed this letter was created as a result of that 3/17 meeting wherein a "scheme" was designed to alienate and divest the surface and minerals in perpetuity throughout the Atchafalaya Basin as a "model" and that this letter was actually drafted by Newman Trowbridge, Jr. and/or Jack Caldwell and not as signed by Sandra Thompson. It should be noted there was no water quality study having ever been performed when this letter was written;

2001.03.17 Email correspondence between Thompson/Trowbridge/Caldwell regarding private meeting to come up with "model" in addition to discussion "When the oil company dredged Bayou Postillion do you have copies of those plans? Can you bring them to our meeting, Jack thought you might". Referring to the previous oil company dredging that created problems in the Bayou;

2001.03.16 Fax Letter from Thompson to Trowbridge stating "I know that you can think of a brilliant way to solve the dilemma" with support information obtained by Ernie Gammon outlined in the below correspondence;

2001.03.15 Letter from Ernie Gammon to Sandra Thompson noting: "The riparian rights and accretion along navigable waterways may not fully apply to present conditions at Bayou Postillion because spoil from previous dredging was reportedly placed with the natural banks of the Bayou and may have served to reduce the channel cross section which lies below ordinary low water". This letter clearly illustrates and identifies that sedimentation occurred as a result of previous oil field dredging for the landowners and there was no natural accretion which would be vested to the adjacent riparian owner. Aerial photograph of Bayou Postillion clearly identifies the previous spoil placed within the natural banks of the Bayou on property of the State of Louisiana within Bayou Postillion.

INTERESTING TO NOTE THAT WHILE THE BOUNDARY AGREEMENT AND DREDGING SERVITUDE DOCUMENTS WERE BEING DRAFTED AND SIGNED BY NEWMAN TROWBRIDGE (WHILE ON STATE CONTRACT) ON SEPTEMBER 30, 2003, TORTUGA INTERESTS, INC. (JOHN HINE, PRESIDENT AND CO-OWNER WITHIN KYLE PETERMAN AND LONG TIME BUSINESS PARTNER OF NEWMAN TROWBRIDGE) WAS NOMINATING THROUGH AN ALIAS CORPORATIONS (DELTA LANDS EXPLORATION, INC. AND JANUS GULF COAST EXPLORATION, LLC) STATE WATERBOTTOMS FOR OIL AND GAS LEASES WITH THAT PROCESS COMMENCING IN NOVEMBER, 2003.

THIS WAS COMMENCED PRIOR TO GOVERNOR FOSTER LEAVING OFFICE AND HE (GOVERNOR FOSTER) FAILING TO SIGN THE BOUNDARY AGREEMENT DOCUMENT AND DREDGING SERVITUDE DOCUMENT WITH SANDRA THOMPSON AND NEWMAN TROWBRIDGE (WHILE STILL ON STATE CONTRACT IN THE NEW BLANCO ADMINISTRATION) FACILITATING AND ENCOURAGING GOVERNOR BLANCO AND STAFF TO SIGN THE FLAWED DOCUMENTS.

THE FOLLOWING STATE OIL AND GAS LEASES WERE ACQUIRED BY TORTUGA INTERESTS, INC.: SL 18070, SL 19132, SL 19133, SL19134, & SL 19135. IT IS KNOWN THE LESSEE OF SL 18068 AND SL 18069 (MACH ENERGY, LLC) IS AFFILIATED WITH TORTUGA INTERESTS, INC.

THESE STATE LEASES HAD TO HAVE ACCESS WHICH WOULD HAVE BEEN EXTREMELY COSTLY FOR PERMITTING AND MITIGATION HAD THIS BEEN FOR OIL AND GAS ACCESS AS OPPOSED TO WATER QUALITY.

IT IS ALSO KNOWN THE LOUISIANA DEPARTMENT OF NATURAL RESOURCES IS CURRENTLY IN VIOLATION OF THE CLEAN WATER ACT, VIOLATION OF SECTION 404 AND SECTION 10 AND OUT OF COMPLIANCE REGARDING THE CORP. OF ENGINEERS PERMIT AS REPORTED BY THE TULANE ENVIRONMENTAL LAW CLINIC THAT CURRENTLY HAS TITLE 44 AND FREEDOM OF INFORMATION REQUESTS INTO THE ARMY CORP. OF ENGINEERS.