

Exhibit A. Beauregard Airport Industrial Site Partial Title Abstract



Beauregard Airport Industrial Site Partial Title Abstract

ORIGINAL TITLE RESEARCH REPORT

OWNER
Beauregard Parish Police Jury

ACQUISITION

United States of America

TO

The Police Jury of Beauregard Parish

Deed

Book: 103

Page: 116

Instrument: 90235

Date: 12/23/1948

Filed: 1/28/1949

DESCRIPTION OF THE PROPERTY

SEE ATTACHED DEED

RIGHT OF WAY, SERVITUDES, ETC.

Beauregard Parish Police Jury and Airport District 1

TO

Beauregard Electric Cooperative, Inc.

Right of Way Permit

Servitude/Easement

Book: 955

Page: 341

Instrument: 527232

Date: 5/2/2014

Filed: 6/3/2015

Beauregard Parish Police Jury

TO

The Public

(Abs Note: Concerns over environmental issues)

Notice

Book: 922

Page: 720

Instrument: 515025

Date: 6/27/2013

Filed: 6/27/2013

Beauregard Parish Police Jury

TO

Beauregard Electric Cooperative, Inc

Right of Way Permit

Servitude/Easement

Book: 916

Page: 225

Instrument: 512341

Date: 2/13/2013

Filed: 2/19/2013

Beauregard Parish Police Jury

TO

Cleco Power, LLC

Right of Way Permit

Book: 829

Page: 191

Instrument: 477591

Date: 4/4/2008

Filed: 4/14/2008

Beauregard Parish Police Jury

TO

Central Louisiana Electric Company, Inc.

Servitude Agreement

Book: 366

Page: 848

Instrument: 277094

Date: 4/10/1979

Filed: 4/17/1979

Beauregard Parish Police Jury

TO

United Gas Pipeline Company

Right of Way

Book: 251

Page: 774

Instrument: 197440

Date: 12/3/1968

Filed: 12/9/1968

The Beauregard Police Jury

TO

Central Louisiana Electric Company, Inc.

Right of Way Permit

Book: 208

Page: 401

Instrument: 169769

Date: 7/14/1964

Filed: 7/23/1964

The Police Jury of the Parish of Beauregard

TO

Central Louisiana Electric Company, Inc.

Right of Way Permit

Book: 193

Page: 490

Instrument: 160216

Date: 11/2/1962

Filed: 11/6/1962

Thus done and signed at Beauregard Parish, Louisiana, on this 27 day of July, 2016.



Ryan C. Voorhies

CSRS, Inc.

6767 Perkins Road, Suite 200

Baton Rouge, LA 70808

Exhibit A - Copy of Deed

UNITED STATES OF AMERICA

TO

THE POLICE JURY OF BEAUREGARD
PARISH

Deed

Dated December 23, 1948

Filed January 22, 1949

File No. 90235

Recorded January 28, 1949

Conveyance Book 103, folio 116

DEED

THIS indenture, made this 23rd day of December, 1948, between the UNITED STATES OF AMERICA, acting by and through the War Assets Administrator, under and pursuant to Reorganization Plan One of 1947 (12 Fed. Reg. 4534) and the powers and authority contained in the provisions of the Surplus Property Act of 1944, as amended, and applicable rules, regulations and orders, party of the first part and THE POLICE JURY OF BEAUREGARD PARISH, a body politic under the laws of the State of Louisiana, party of the second part,

WITNESSETH:

That the said party of the first part, for and in consideration of the assumption by the party of the second part of all the obligations and its taking subject to certain reservations, restrictions, and conditions and its covenant to abide by and agreement to certain other reservations, restrictions, and conditions, all as set out hereinafter, does hereby grant, bargain, sell, convey, assign, and deliver without warranty, recourse, or liability whatsoever even as to the restitution of the purchase price but with full substitution and subrogation of all rights and use of warranty against all preceding owners and vendors unto the said party of the second part, its successors and assigns, under and subject to the reservations,

restrictions and conditions, exceptions, and reservation of fissionable materials and rights hereinafter set out, all its right, title, and interest in the following described property situated in Parish of Beauregard, State of Louisiana, to wit;

A tract of land situated in the Parish of Beauregard, State of Louisiana, being part of Sections 6 and 7, Township 3 South, Range 9 West of the Louisiana Meridian and part of Sections 11 and 12 and all of Sections 1, 2, 3 and 10, Township 3 South, Range 10 West of the Louisiana Meridian, and more particularly described as follows:

Beginning at the southwest corner of said Section 10; thence north along the west line of said Section 10 and the west line of said Section 3 to the northwest corner thereof; thence east along the north line of said Section 3 and the north line of said Sections 2, 1 and 6 to the Northeast corner of the $W\frac{1}{2}$ of the $E\frac{1}{2}$ of said Section 6; thence South along the east line of said $W\frac{1}{2}$ of the $E\frac{1}{2}$ of Section 6 to the northwest corner of the $SE\frac{1}{4}$ of the $SE\frac{1}{4}$ of said Section 6; thence east along the north line of said $SE\frac{1}{4}$ of the $SE\frac{1}{4}$ of Section 6 to the northeast corner thereof; thence along the east line of said Section 6 and the east line of said Section 7 to a point on the northwesterly line of the Gulf, Colorado and Santa Fe Railway Company's right-of-way; thence in a southwesterly direction along said northwesterly right-of-way line to a point on the south line of said Section 11; thence west along said south line and the south line of said Section 10 to the point of beginning; less and except the following described tract:

A tract of land situated in the Parish of Beauregard, State of Louisiana, being the $W\frac{1}{2}$ of the $W\frac{1}{2}$ of Section 6, Township 3 South, Range 9 West of the Louisiana Meridian and the $E\frac{3}{4}$ of Section 1, Township 3 South, Range 10 West of the Louisiana Meridian, containing 640 acres, more or less.

Containing 3696.76 acres of land more or less and being that property acquired by the United States of America from various owners as shown in Schedule "A" attached hereto.

TOGETHER WITH appurtenant easements, avigation easements, buildings, structures, improvements and equipment described as follows:

Runways, utilities systems, etc.

* * * * *

The above described premises are transferred subject to existing easements for roads, highways, public utilities, railways, pipe lines, and mineral reservations.

EXCEPTING, HOWEVER, from this conveyance all right, title, and interest in and to all its property in the nature of equipment, furnishings and other personal property located on the above describe premises or the premises leased from the Police Jury of the Parish of Beauregard by the United States of America by Lease No. W-1096-ENG-7613, which can be removed from the land without material injury to the land or structures located thereon, other than property of such nature located on the premises conveyed hereby which is reasonably necessary for the operation or maintenance of the airport or for the operation or maintenance of the structures and improvements specifically listed hereinabove as being transferred hereby, for any reasonable use for which such structures or improvements are readily adaptable; and further excepting from this conveyance all its structures on said premises other than structures specifically described or enumerated above as being conveyed hereunder; and reserving to the party of the first part for itself and its lessees, licensees, permittees, agents and assigns the right to use the property and structures excepted hereby in such a manner as will not materially and adversely affect the development, improvement, operation or maintenance of the airport and the right of removal from said premises of such property and structures, all within a reasonable period of time after the date hereof, which shall not be construed to mean any period more than one (1) year after the date of this instrument, together with a right of ingress to and egress from said premises for such purposes.

And further excepting from this conveyance and reserving to the party of the first part, in accordance with Executive Order 9908, approved on December 5, 1947, (12 F.R. 8223), all uranium, thorium, and all other materials determined pursuant to section 5 (b) (1) of the Atomic Energy Act of 1946 (60 Stat. 761), to be peculiarly essential to the production of fissionable material, contained in whatever concentration, in deposits in the lands covered by this instrument are hereby reserved for the use of the United States, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same, making just compensation for any damage or injury occasioned thereby. However, such land may be used, and any rights otherwise acquired by this disposition may be exercised, as if no reservation of such materials had been made; except that, when such use results in the extraction of any such material from the land in quantities which may not be transferred or delivered without a license under the Atomic Energy Act of 1946, as it now ixists or may hereafter be amended, such material shall be the property of the United States Atomic Energy Commission, and the Commission may require delivery of such material to it by any possessor thereof after such material has been separated as such from the Ores in which it was contained. If the Commission requires the delivery of such material to it, it shall pay to the person mining or extracting the same, or to such other person as the Commission determines to be entitled thereto, such sums, including profits, as the Commission ~~deems~~ deems fair and reasonable for the discovery, mining development, production, extraction, and other services performed with respect to such material prior to such delivery, but such pay-

ment shall not include any amount on account of the value of such material before removal from its place of deposit in nature. If the Commission does not require delivery of such material to it, the reservation hereby made shall be of no further force or effect.

Further, the party of the first part for the consideration hereinafter expressed does hereby surrender subject to the terms and conditions of this instrument to the party of the second part the former's leasehold interest in and to the premises set forth and described in a lease from the Police Jury of the Parish of Beauregard to the United States of America dated June 3, 1941, together with all supplements thereto, containing 640 acres more or less.

Said property transferred hereby was duly declared surplus and was assigned to the War Assets Administrator for disposal, acting pursuant to the provisions of the above mentioned Act, as amended, Executive Order 9689, and applicable rules, regulations, and orders.

TO HAVE AND TO HOLD said premises, with appurtenances, except the fissionable materials and other property excepted above and the rights reserved above, and under and subject to the reservations, restrictions, and conditions set forth in this instrument, unto the said party of the second part, its successors and assigns forever.

By the acceptance of this deed or any rights hereunder the said party of the second part, for itself, its successors and assigns agrees that the transfer of the property transferred by this instrument, is accepted subject to the following restrictions set forth in subparagraphs (1) and (2) of this paragraph, which shall run with the land, imposed pursuant to the authority of Article 4, Section 3, Clause 2 of the Constitution of the United States of

America, the Surplus Property Act of 1944, as amended, Executive Order 9689 and applicable rules, regulations and orders:

(1) That, except as provided in subparagraph (6) of the next succeeding unnumbered paragraph, the land, buildings, structures, improvements and equipment in which this instrument transfers any interest shall be used for public airport purposes for the use and benefit of the public, on reasonable terms and without unjust discrimination and without grant or exercise of any exclusive right for use of the airport within the meaning of the terms "exclusive right" as used in subparagraph (4) of the next succeeding paragraph. As used in this instrument, the term "airport" shall be deemed to include at least all such land, buildings, structures, improvements, and equipment.

(2) That, except as provided in subparagraph (6) of the next succeeding paragraph, the entire landing area, as defined in WAA Regulation 16, dated June 26, 1946, and all structures, improvements, facilities and equipment in which this instrument transfers any interest shall be maintained for the use and benefit of the public at all times in good and serviceable condition, provided, however, that such maintenance shall be required as to structures, improvements, facilities and equipment only during the remainder of their estimated life, as determined by the Civil Aeronautics Administrator or his successor. In the event materials are required to rehabilitate or repair certain of the aforementioned structures, improvements, facilities or equipment, they may be procured by demolition of other structures, improvements, facilities or equipment transferred hereby and located on the above described premises which have outlived their use as airport property in the opinion of the Civil Aeronautics Administrator or his successor.

By acceptance of this deed or any rights hereunder the said party of the second part for itself, its successors and assigns, also assumes the obligations of, covenants to abide by and agrees to, and this transfer is made subject to, the following reservations and restrictions set forth in subparagraphs (1) to (7), inclusive, of this paragraph, which shall run with the land, imposed pursuant to the authority of Article 4, Section 3, Clause 2 of the Constitution of the United States of America, the Surplus Property Act of 1944, as amended, Executive Order 9689 and applicable rules, regulations and orders:

(1) That insofar as it is within its powers, the party of the second part shall adequately clear and protect the aerial approaches to the airport by removing, lowering, marking or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

(2) That the United States of America (hereinafter sometimes referred to as the "Government") through any of its employees or agents shall at all times have the right to make nonexclusive use of the landing area of the airport at which any of the property transferred by this instrument is located or used, without charge: Provided, however, that such use may be limited as may be determined at any time by the Civil Aeronautics Administrator or his successor to be necessary to prevent undue interference with use by other authorized aircraft: Provided, further, that the Government shall be obligated to pay for damages caused by such use, or if its use of the landing area is substantial, to contribute a reasonable share of the cost of maintaining and operating the landing area, commensurate with the use made by it.

(3) That during any national emergency declared by the President of the United States of America or the Congress thereof, the Government shall have the right to make exclusive or nonexclusive use and have exclusive or nonexclusive control and possession, without charge, of the airport at which any of the property transferred by this instrument is located or used, or of such portion thereof as it may desire, provided, however, that the Government shall be responsible for the entire cost of maintaining such part of the airport as it may use exclusively, or over which it may have exclusive possession or control, during the period of such use, possession or control, and shall be obligated to contribute a reasonable share, commensurate with the use made by it, of the cost of maintenance of such property as it may use nonexclusively or over which it may have nonexclusive control and possession: Provided, further, that the Government shall pay a fair rental for its use, control, or possession, exclusively or nonexclusively of any improvements to the airport made without United States aid.

(4) That no exclusive right for the use of the airport at which the property transferred by this instrument is located shall be vested (directly or indirectly) in any person or persons to the exclusion of others in the same class, the term "exclusive right" being defined to mean

- (1) any exclusive right to use the airport for conducting any particular aeronautical activity requiring operation of aircraft;
- (2) any exclusive right to engage in the sale or supplying of aircraft, aircraft accessories, equipment, or supplies (excluding the sale of gasoline and oil), or aircraft services necessary for the operation of aircraft (including the maintenance and repair of aircraft, aircraft engines, propellers, and appliances).

(5) That, except as provided in subparagraph (6) of this paragraph, the property transferred hereby may be successively transferred only with the proviso that any such subsequent transferee assumes all the obligations imposed upon the party of the second part by the provisions of this instrument.

(6) That no property transferred by this instrument shall be used, leased, sold, salvaged, or disposed of by the party of the second part for other than airport purposes without the written consent of the Civil Aeronautics Administrator, which shall be granted only if said Administrator determines, that the property can be used, leased, sold, salvaged or disposed of for other than airport purposes without materially and adversely affecting the development, improvement, operation, or maintenance of the airport at which such property is located; provided, that no structures disposed of hereunder shall be used as an industrial plant, factory, or similar facility within the meaning of Section 23 of the Surplus Property Act of 1944, as amended, unless the party of the second part shall pay to the United States such sum as the War Assets Administrator or his successor in function shall determine to be a fair consideration for the removal of the restriction imposed by this proviso.

(7) The party of the second part does hereby release the Government, and will take whatever action may be required by the War Assets Administrator to assure the complete release of the Government from any and all liability the Government may be under for the restoration or other damages under any lease or other agreement covering the use by the Government of the airport, or part thereof, owned, controlled or operated by the party of the second part, upon which, adjacent to which, or in connection with which, any property transferred by this instrument was located or used;

Provided, that no such release shall be construed as depriving the party of the second part of any right it may otherwise have to receive reimbursement under Section 17 of the Federal Airport Act for the necessary rehabilitation or repair of public airports heretofore or hereafter substantially damaged by any Federal agency.

By acceptance of this instrument or any rights hereunder, the party of the second part further agrees with the party of the first part as follows:

(1) That in the event that any of the aforesaid terms, conditions, reservations or restrictions is not met, observed, or complied with by the party of the second part or any subsequent transferee, whether caused by the legal inability of said party of the second part or subsequent transferee to perform any of the obligations herein set out, or otherwise, the title, right of possession and all other rights transferred by this instrument to the party of the second part, or any portion thereof, shall at the option of the party of the first part revert to the party of the first part sixty (60) days following the date upon which demand to this effect is made in writing by the Civil Aeronautics Administrator or his successor in function, unless within said sixty (60) days such default or violation shall have been cured and all such terms, conditions, reservations and restrictions shall have been met, observed or complied with, in which event said reversion shall not occur and title, right of possession, and all other rights transferred hereby, except such, if any, as shall have previously reverted shall remain vested in the party of the second part, its transferees, successors and assigns.

(2) That if the construction as covenants of any of the foregoing reservations and restrictions recited herein as covenants

or the application of the same as covenants in any particular instance is held invalid, the particular reservations or restrictions in question shall be construed instead merely as conditions upon the breach of which the Government may exercise its option to cause the title, right of possession and all other rights transferred to the party of the second part, or any portion thereof, to revert to it, and the application of such reservations or restrictions as covenants in any other instance and the construction of the remainder of such reservations and restrictions as covenants shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

UNITED STATES OF AMERICA

(Signed) Mildred Smith

Acting by and through
War Assets Administrator

(Signed) John M. Montgomery

By (Signed) John P. Fitzgerald (L.
WAR ASSETS ADMINISTRATION

WITNESSES:

Parish of Beauregard, La.

(Signed) Mrs. Floy M. Herrington

BY (Signed) J. O. Meadows

(Signed) W. H. Yawn, Jr.

STATE OF TEXAS ◊

COUNTY OF DALLAS ◊

Before me, the undersigned Notary Public, in and for the County of Dallas, State of Texas, personally came and appeared John P. Fitzgerald, who declared and acknowledged to me that he is the Assistant Deputy Regional Director for Real Property Disposal,

War Assets Administration, and that he signed, executed and delivered the foregoing instrument for and on behalf of United States of America, the War Assets Administration, and the War Assets Administrator, being duly authorized to do so as the free act and deed of the said United States of America and War Assets Administrator.

Given under my hand and official seal this 23rd day of December, 1948.

My Commission Expires:
June 1, 1949.

(Signed) Margaret G. Beck
Notary Public, in and for
Dallas County, Texas.

Margaret G. Beck

(SEAL)

STATE OF LOUISIANA Ø

PARISH OF BEAUREGARD Ø

Before me, the undersigned Notary Public, in and for the Parish of Beauregard, State of Louisiana, personally came and appeared J. O. Meadows who declared and acknowledged to me that he is the President, Beauregard Parish Police Jury, and that he signed, and executed the foregoing instrument for and on behalf of Beauregard Parish Police Jury, and the President being duly authorized to do so as the free act and deed of the Beauregard Parish Police Jury.

Given under my hand and official seal this 21 day of January, 1949.

My Commission Expires:

(Signed) D. E. Moore
Notary Public, in and for
Beauregard Parish, Louisiana

(SEAL)

SCHEDULE "A"

ACQUISITION OF FEE TRACTS

FORMER OWNER	ACREAGE	DATE ACQUIRED	ACQUISITION BY	RECORDED IN RECORDS OF BEAUREGARD PARISH	
				Book	Page
Long-Bell Farm Land Corp., Kansas City, Missouri	2,049.70	12/2/42	D/T	81	434
A. O. Mangles Hutchinson, Kansas	40.00	12/2/42	D/T	81	434
John Fiel DeRidder, Louisiana	40.00	3/11/43	P ✓	82	155
Edgar Kidwell Reece, Kansas	40.00	7/30/43	P ✓	83	252
Long Bell Farm Land Corp., Kansas City, Missouri	80.00	12/2/42	D/T	81	434
George M. White Higgins, Texas	80.00	3/23/43	P ✓	82	192
Obie Burrow DeRidder, Louisiana	40.00	12/2/42	D/T	81	434
L. Lewis Hickman DeRidder, Louisiana	40.00	3/26/43	P	82	227
O. E. Potts Sperry, Oklahoma	40.91	2/19/43	P	82	140
Mid. D. Henderson DeRidder, Louisiana	51.06	2/13/43	P	82	158
Kirby Lumber Company Houston, Texas	110.00	4/10/43	P	82	319
S. O. Cooley Estate DeRidder, Louisiana	15.80	3/11/43	P	82 82(Correction)	159 4
Long Bell Farm Land Corp., Kansas City, Missouri	40.24	12/2/42	D/T	81	434
Long Bell Farm Land Corp., Kansas City, Missouri	29.80	12/2/42	D/T	81	434
Kirby Lumber Company Houston, Texas	39.80	4/10/43	P	82	320

FORMER OWNER	ACREAGE	DATE ACQUIRED	ACQUISITION BY	RECORDED IN RECORDS OF BEAUREGARD PARIS	
				Book	Page
James Livingston Sour Lake, Texas	80.32	4/7/43	P	82	293
Wm. McDowell Kimose, Iowa	40.00	12/2/42	D/T	81	434
Long Bell Farm Land Corp., Kansas City, Missouri	40.00	12/2/42	D/T	81	434
Long Bell Farm Land Corp., Kansas City, Missouri	40.00	12/2/42	D/T	81	434
Long Bell Farm Land Corp. Kansas City, Missouri	20.00	12/2/42	D/T	81	434
Thomas O'Ferrell DeRidder, Louisiana	32.50	2/19/43	P	82	97
T. R. Bagwell DeRidder, Louisiana	20.00	2/5/43	P	82	46
Grover G. Wingate DeRidder, Louisiana	16.96	2/5/43	P	82 82(Correction)	47 173
J. A. Bilbo, et. al. DeRidder, Louisiana	40.00	3/26/43	P	82	228
D. T. Chellette DeRidder, Louisiana	5.00	2/4/43	P	82	35
Right and Julia Day DeRidder, Louisiana	21.06	3/11/43	P	82	154
Wm J. Bilbo Estate DeRidder, Louisiana	59.90	8/31/43	D/T	83	528
Wesley Johnson DeRidder, Louisiana	2.00	2/12/43	P	82	80
J. A. Bilbo, et. al. DeRidder, Louisiana	163.94	3/26/43	P	82	228
Geo. W. Myers DeRidder, Louisiana	58.83	11/16/42	D/T	83	463
Ella Stewart DeRidder, Louisiana	35.55	3/26/43	P	82	233
William D. West, et. al. DeRidder, Louisiana	121.49	2/12/43	P	82	70

FORMER OWNER	ACREAGE	DATE ACQUIRED	ACQUISITION BY	RECORDED IN RECORDS OF BEAUREGARD PARISH	<u>Book</u>	<u>Page</u>
Long Bell Farm Land Corporation, Kansas City, Missouri	80.00	3/26/43	P		82	231
Kirby Lumber Company Houston, Texas	83.00	4/10/43	P		82	317
S. O. Cooley Estate DeRidder, Louisiana	9.40	3/11/43	P		82	161
Peal L. O'Ferrell DeRidder, Louisiana	9.50	2/11/43	P		82	75

SCHEDULE " B "

WATER DISTRIBUTION SYSTEM

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GAS DISTRIBUTION SYSTEM

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ELECTRICAL DISTRIBUTION SYSTEM

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SCHEDULE " C "

BUILDINGS AND IMPROVEMENTS

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SCHEDULE " D "

NECESSARY OPERATING EQUIPMENT

* * * * *

SCHEDULE "E"
AVIGATION EASEMENTS

FORMER OWNER	ACREAGE	DATE ACQUITTED	ACQUISITION BY	RECORDED IN RECORDS OF BEAUREGARD PARISH	
				<u>Book</u>	<u>Page</u>
Harvey A. Simmons El Dorado, Kansas	5.00	8/29/44	P	86	388
Raymond Rose Detriot, Michigan	28.00	8/16/44	P	86	343
Harvey A. Simmons El Dorado, Kansas	6.70	8/29/44	P	86	389
Flora W. & Clara Hlave Ravenna, Nebraska	32.00	8/16/44	P	86	578
Hebbert F. Roesch Alliance, Nebraska	18.70	8/19/44	P	86	345
Long Bell Farm Land Corp., Kansas City, Missouri	7.40	7/17/44	P	86	147
T. O. Taylor DeRidder, Louisiana	2.30	6/30/44	P	86	23
Long Bell Farm Land Corporation, Kansas City, Missouri	40.00	7/17/44	P	86	149
Wm. D. West DeRidder, Louisiana	39.00	8/10/44	D/T	87	433
Robert A. Bennett Fresno, California	11.50	8/23/44	P	86	341
Challie M. Love Lake Forest, Louisiana	12.00	8/20/44	P	86	347
Wm. D. West DeRidder, Louisiana	16.50	8/10/44	D/T	87	433
R.A. and Irma Bennett Fresno, California	96.00	9/29/44	P	86	321

DRAINAGE DITCH EASEMENTS

Flora and Clara Hlave New Orleans, Louisiana	1.30	8/25/44	P	87	12
Herbert F. Roesch Alliance, Nebraska	1.86	8/26/44	P	86	576

FORMER OWNER	ACREAGE	DATED ACQUIRED	ACQUISITION BY	RECORDED IN RECORDS OF BEAUREGARD PARISH	
				<u>Book</u>	<u>Page</u>
Grosby Naval Stores, Inc., Picayune, Mississippi	1.03	4/18/45	P	88	180
<u>OBSTRUCTION LIGHTS</u>					
Long-Bell Farm Land Corp., Kansas City, Missouri	0.13	4/4/45	D/T	88	205
Raymond Rose Detriot, Michigan	0.89	8/21/44	P	87	353
Harry A. Simmons El Dorado, Kansas	0.90	8/7/44	P	87	354
Raymond Rose Detriot, Michigan	1.00	9/9/44	P	87	10

Beauregard Parish Recording Page

Brian S Lestage
Clerk of Court
201 West First Street
PO Box 100
De Ridder, LA 70634
(337) 463-8595

First VENDOR

BEAUREGARD PARISH POLICE JURY AND AIRPORT DISTRICT 1

First VENDEE

BEAUREGARD ELECTRIC COOPERATIVE INC

Index Type : CONVEYANCE

Inst Number : 527232

Type of Document : RIGHT OF WAY PERMIT
SERVITUDE/EASEMENT

Book : 955 **Page :** 341

Recording Pages : 2

Recorded Information

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

On (Recorded Date) : 06/03/2015

At (Recorded Time) : 11:41:23AM



Doc ID - 000530930002

Jamila Hancock
Deputy Clerk

BEAUREGARD ELECTRIC COOPERATIVE, INC.
RIGHT-OF-WAY PERMIT
SERVITUDE / EASEMENT AGREEMENT

STATE OF LOUISIANA

PARISH OF Beauregard

KNOW ALL MEN BY THESE PRESENTS, THAT Beauregard Parish Police Jury & Airport District #1

whose mailing address is Post Office Box 310 DeRidder, Louisiana 70634

of lawful age, business' domiciled in DeRidder, State of Louisiana grantors, in consideration of good and valuable considerations, the receipt whereof is hereby acknowledged, and full acquittance granted therefore, does hereby grant unto **BEAUREGARD ELECTRIC COOPERATIVE, INC.**, a Louisiana Cooperative whose Post Office address is DeRidder, Louisiana, and to its successors or assigns (herein called Grantee) the right to enter upon the land of the

undersigned situated in the Parish of Beauregard, State of Louisiana, and more particularly described as follows:

A right of way easement 40' in width and running approximately 100' East into property from the West property line with said property located in the W/2 of Section 3, Township 3 South, Range 10 West.

BECI WORK ORDER # 597395 David Smith

NUMBER OF STAKING SHEETS ATTACHED: _____

It is understood and agreed that the Right-of-Way and Easement hereby granted is 40' (forty) feet in width.

Grantee may construct, operate, repair, maintain, relocate and replace thereon an electric transmission or distribution line or system, and cut, trim, and deaden by spraying all vegetation, e.g. trees and shrubbery, to the extent necessary to obtain proper clearance of the electric lines or system and may cut down from time to time all dead, weak, leaning, or hazardous trees outside said right of way that pose a potential danger. Grantee may maintain said right of way clear of vegetation, e.g. trees and shrubbery, at all times. In addition the following rights are granted: the right, consistent with law, to allow any other firm or corporation to clear and maintain right of way while under contract with Grantee and ingress to and egress from said servitude at all times. Grantor retains the right to use for Grantor's own purpose the land covered by said servitude as long as such use does not interfere with the servitude and rights herein granted. However, Grantor shall not erect, locate or permit the erection or location of any structure or object of any type whatever within said servitude, but Grantor may fence any or all of the said property with the stipulation that Grantor provides an accessible opening allowing Grantee ingress to and egress from the servitude.

In granting this Easement, it is understood that at pole locations only poles, guys, and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to the Grantor, so long as it does not materially increase the cost of construction.

This Right-of-Way does not convey any interest in any oil, gas or other minerals in, on or under the above described land.

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal, this 2ND

day of MAY, 2014, in the presence of two competent witnesses who sign as such with the Grantor after due reading.

Witnesses: [Signature] x [Signature]
[Signature] Grantor - Hollis Ray Oneal, Agent

BEAUREGARD ELECTRIC COOPERATIVE, INC.

By [Signature]
Grantee, Right-of-Way Agent

STATE OF LOUISIANA

PARISH OF BEAUREGARD:

BEFORE ME, the undersigned authority, personally came and appeared Sam Leck who being first duly sworn, did depose and say that he signed the within foregoing instrument as a witness, in the presence of the Grantor and another subscribing witness, all of whom signed in his presence, each signing in the presence of all the others, and that all of said signatures thereto are genuine and correct.

[Signature]
(Signature of Witness)

SWORN TO AND SUBSCRIBED before me this 2nd day of May, A.D. 2014
[Signature] # 51530
Notary Public

Beauregard Parish Recording Page

Brian S Lestage
Clerk of Court
201 West First Street
PO Box 100
De Ridder, LA 70634
(337) 463-8595

First VENDOR

BEAUREGARD PARISH POLICE JURY

First VENDEE

THE PUBLIC

Index Type : Conveyance

Inst Number : 515025

Type of Document : Notice

Book : 922 **Page :** 720

Recording Pages : 3

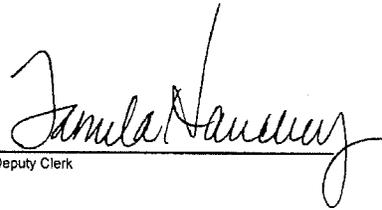
Recorded Information

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

On (Recorded Date) : 06/27/2013

At (Recorded Time) : 4:03:05PM

Deputy Clerk

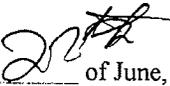


Doc ID - 000401570003

Additional Index Recordings

<u>Index Type</u>	<u>Book</u>	<u>Page</u>	<u>Inst Number</u>
MTG	701	631	515025

STATE OF LOUISIANA 0
 0
PARISH OF BEAUREGARD 0

BE IT KNOWN AND REMEMBERED that on this  of June, 2013, in the presence of the undersigned Notary Public and competent witnesses, personally came and appeared:

BEAUREGARD PARISH POLICE JURY, a political subdivision located within the State of Louisiana, through its President, Llewellyn "Biscuit" Smith, who, after being duly sworn, deposed as follows:

That the State of Louisiana Department of Environmental Quality, Office of Environmental Compliance, has filed a proceeding under the Louisiana Environmental Quality Act, LSA-R.S. 30:2001, et seq., Enforcement Tracking Number: MM-CN-12-01415, alleging that certain prohibited materials were demolished, burned and buried on site, without the proper permits being obtained from the State of Louisiana, Department of Environmental Quality, and in violation of LSA-R.S. 30:2001, et seq.

That the immovable property owned by the Beauregard Parish Police Jury and the exact location of the site where the materials were allegedly demolished, burned, and buried on site, is as follows, to-wit:

Property situated in Section 6, Township 3 South, Range 9 West, Beauregard Parish, Louisiana, described as follows: Commencing at the intersection of First Avenue and D Street at the Beauregard Parish Airport to the intersection of Fourth Street and D Street, bear N 0 degrees 17 minutes 48 seconds East a distance of 586.99 feet to the intersection of Fourth Street and D Street; thence proceed S 6 degrees 3 minutes 14 seconds West a distance of 785.79 feet to the Northeast corner of the contaminated area; thence South 12 feet, thence West 18 feet, thence North 12 feet, thence East 18 feet, the total area containing 216 square feet, more or less.

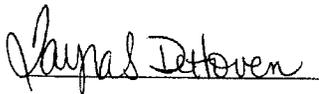
That the parties with knowledge of the contents of the prohibited area and area of possible contamination are Llewellyn "Biscuit" Smith, President of the Beauregard Parish Police Jury, Tayra DeHoven, Secretary-Treasurer of the Beauregard Parish Police Jury, and Robert Henry Hennigan, Manager of the Beauregard Parish Police Jury.

That the chemical levels contained in the unauthorized disposal site may contain asbestos material in concentrations greater than one (1%) percent, and may contain asbestos, including Category I and Category II non-friable asbestos containing material (ACM).

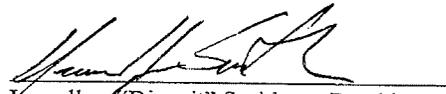
That this Notice shall be filed in the Conveyance and Mortgage records of the Office of the Clerk of Court for Beauregard Parish, Louisiana, and third parties should be put on notice that any subsequent dealing of the property as described hereinabove may contain these elements as indicated therein, as that portion of the property described hereinabove may have been used for the disposal of solid waste, without the proper permits as required by the State of Louisiana, Department of Environmental Quality.

THUS DONE AND SIGNED on the date as first hereinabove written.

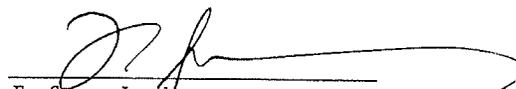
WITNESSES:







Lewellyn "Biscuit" Smith President
Beauregard Parish Police Jury



F. Steve Landreneau
NOTARY PUBLIC ID NO. 002960

Beauregard Parish Recording Page

Brian S Lestage
Clerk of Court
201 West First Street
PO Box 100
De Ridder, LA 70634
(337) 463-8595

First VENDOR

BEAUREGARD PARISH POLICE JURY

First VENDEE

BEAUREGARD ELECTRIC COOPERATIVE INC

Index Type : Conveyance

Inst Number : 512341

Type of Document : Right Of Way And Easement

Book : 916 **Page :** 225

Recording Pages : 5

Recorded Information

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

On (Recorded Date) : 02/19/2013

At (Recorded Time) : 3:57:15PM



Doc ID - 000373020005

Janet Sanchez
Deputy Clerk



BEAUREGARD ELECTRIC COOPERATIVE, INC.
RIGHT-OF-WAY PERMIT
SERVITUDE / EASEMENT AGREEMENT

STATE OF LOUISIANA

PARISH OF BEAUREGARD

KNOW ALL MEN BY THESE PRESENTS, THAT Beauregard Parish Police Jury & Airport District #1, whose
mailing address is Post Office Box 310, DeRidder, Louisiana 70634

of lawful age, business' domiciled in DeRidder, State of Louisiana grantor, in consideration of good and valuable considerations, the receipt whereof is hereby acknowledged, and full acquittance granted therefore, does hereby grant unto **BEAUREGARD ELECTRIC COOPERATIVE, INC.**, a Louisiana Cooperative whose Post Office address is DeRidder, Louisiana, and to its successors or assigns (herein called Grantee) the right to enter upon the land of the undersigned situated in the Parish of Beauregard, State of Louisiana, and more particularly described as follows:

Per attached exhibit A & B

BECI WORK ORDER # 564699 Leslie Williams
NUMBER OF STAKING SHEETS ATTACHED: _____

It is understood and agreed that the Right-of-Way and Easement hereby granted is 30' (Thirty) feet in width.

Grantee may construct, operate, repair, maintain, relocate and replace thereon an electric transmission or distribution line or system, and cut, trim, and deaden by spraying all vegetation, e.g. trees and shrubbery, to the extent necessary to obtain proper clearance of the electric lines or system and may cut down from time to time all dead, weak, leaning, or hazardous trees outside said right of way that pose a potential danger. Grantee may maintain said right of way clear of vegetation, e.g. trees and shrubbery, at all times. In addition the following rights are granted: the right, consistent with law, to allow any other firm or corporation to clear and maintain right of way while under contract with Grantee and ingress to and egress from said servitude at all times. Grantor retains the right to use for Grantor's own purpose the land covered by said servitude as long as such use does not interfere with the servitude and rights herein granted. However, Grantor shall not erect, locate or permit the erection or location of any structure or object of any type whatever within said servitude, but Grantor may fence any or all of the said property with the stipulation that Grantor provides an accessible opening allowing Grantee ingress to and egress from the servitude.

In granting this Easement, it is understood that at pole locations only poles, guys, and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to the Grantor, so long as it does not materially increase the cost of construction.

This Right-of-Way does not convey any interest in any oil, gas or other minerals in, on or under the above described land.

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal, this 13th

day of February, 2013, in the presence of two competent witnesses who sign as such with the Grantor after due reading.

BEAUREGARD PARISH POLICE JURY

Witnesses: Jaymy Wilson _____
David N. Williams _____
X Hewellyn Smith _____
Grantor

STATE OF LOUISIANA

PARISH OF BEAUREGARD:

BEFORE ME, the undersigned authority, personally came and appeared David N. Williams who being first duly sworn, did depose and say that he signed the within foregoing instrument as a witness, in the presence of the Grantor and another subscribing witness, all of whom signed in his presence, each signing in the presence of all the others, and that all of said signatures thereto are genuine and correct.

David N. Williams
Elaine Powers
Notary Public # 586
Elaine Powers

SWORN TO AND SUBSCRIBED before me this 13 day of February, A.D.2013

IN WITNESS WHEREOF, the undersigned has set his hand and seal, this 13th
day of February, 2013, in the presence of two competent witnesses who sign as such
with the Grantor after due reading.

AIRPORT DISTRICT #1

Witnesses: Tammy Wilson x Hollis R. Neal
E. Kay Franklin Grantor
Hollis R. Neal

STATE OF LOUISIANA

PARISH OF BEAUREGARD:

BEFORE ME, the undersigned authority, personally came and appeared Tammy Wilson
who being first duly sworn, did depose and say that he signed the within foregoing instrument as a witness, in the
presence of the Grantor and another subscribing witness, all of whom signed in his presence, each signing in the
presence of all the others, and that all of said signatures thereto are genuine and correct.

Tammy Wilson

SWORN TO AND SUBSCRIBED before me this 13 day of February, A.D.2013

Elaine Powers
Notary Public #586
Elaine Powers

BEAUREGARD ELECTRIC COOPERATIVE, INC.

By Mark Ray
Grantee, Right-of-Way Agent

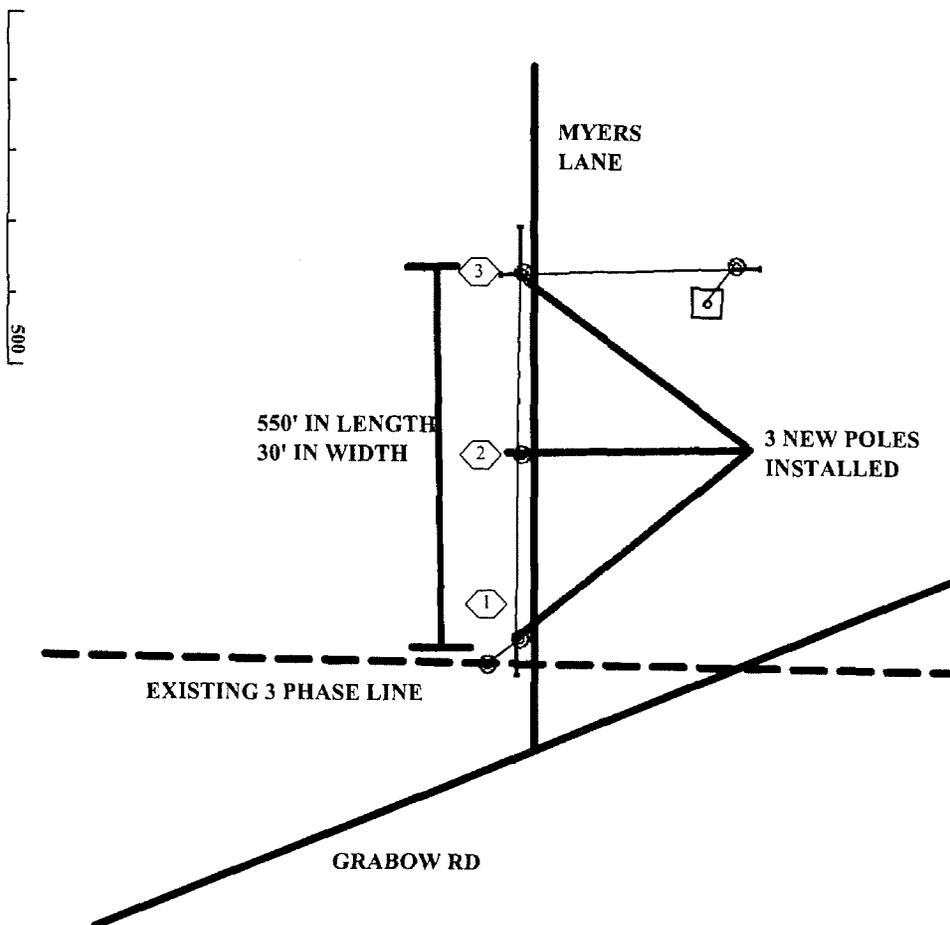


EXHIBIT A

Legal Description – Parcel #9300000500
 Beauregard Parish Assessor

Exempt Roll:

Beginning at the SW corner of Section 10; thence north along the West line of said Section 10 and the West line of Section 3 to the NW corner thereof; thence East along the North line of said Section 3 and the North line of said Sections 2, 1 and 6 to the NE corner of the W/2 of the E/2 of said Section 6 to the NW corner of the SE/4 of the SE/4 of said Section 6; thence east along the North line of the said SE/4 of SE/4 of Section 6 to the NE corner thereof; thence along the East line of said Section 6 and the East line of said Section 7 to a point on the Northwesterly line of the Gulf, Colorado and Santa Fe Railway Company's R-O-W; thence in a southeasterly direction along said northwesterly R-O-W line to a point on the South line of said Section 11; thence west along said south line of said Section 10 to the point of beginning; less and except the following described tract: A tract of land situated in the W/2 of the W/2 of S Section 6, Township 3 South, Range 9 west and the East ¼ of Section 1, Township 3 South, Range 10 West; containing 640 acres more or less, containing 3,696.76 acres more or less.



Beauregard Parish Assessor



DISCLAIMER: The parish provides this information in good faith with no warranty and does not accept any liability arising from incorrect, incomplete or misleading information or improper use. Be advised not to rely solely on the information reflected in these maps.

CLECO POWER LLC
RIGHT OF WAY PERMIT
FOR ELECTRIC LINES

Recorded 191

STATE OF LOUISIANA

477591

2008 APR 14

COB Pg. _____

Project No. 03NBN0003 - 011

PARISH OF Beauregard

Agent No. 3210

KNOW ALL MEN BY THESE PRESENTS, that Beauregard Parish Airport District #1

herein represented by: HOLLIS RAY O'NEAL
BOARD CHAIRMAN

of lawful age, whose mailing address is 1220 12th AVENUE, DE RIDER, State of LOUISIANA, Grantor, in consideration of One (\$1.00) Dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, and full acquittance granted therefor does hereby grant unto Cleco Power LLC, a Louisiana corporation whose post office address is Pineville, Louisiana, and to its successors or assigns (herein called Grantee) the right to enter upon the land of the undersigned situated in the Parish of Beauregard, State of Louisiana, and more particularly described as follows:

A certain tract of land located in Section(s) 1, Township 3 South, Range 10 West, Ward 3, Parish of Beauregard, Louisiana.

Route of new right of way and guying locations more particularly shown on Sketch(es), a copy which is attached hereto and made a part hereof.

and to place, construct, operate, repair, maintain, and replace thereon an electric distribution line or system, and to cut down trees and trim shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling. To maintain said right of way clear of trees at all times. The following rights are also granted: the right, consistent with law, to allow any other firm or corporation to attach wires or lay cable or conduit or other appurtenances upon, over and under said servitude for systems of electricity and communications; ingress to and egress from said servitude at all times; and the right to relocate said facilities, systems of electricity, or related services on said lands to conform to any future highway relocation, widening, or improvements.

It is understood and agreed that the Right of Way and easement hereby granted is 30 & 10 feet in width. (See Attached)

Grantor retains the right to use for Grantor's own purpose the land covered by said servitude as long as such use does not interfere with the servitude and rights herein granted. However, Grantor shall not erect, locate or permit the erection or location of any structure or object of any type whatever within said servitude, but Grantor may fence any or all of the said property.

This Right of Way and easement is granted and accepted subject to the following restrictions:

This Right of Way does not convey any interest whatever in any oil, gas or other minerals in, on or under the above described land.

IN WITNESS WHEREOF, the undersigned has set his hand and seal, this 14th day of APRIL, 2008, in the presence of two competent witnesses, who sign as such with Grantor after due reading.

Witnesses	Beauregard Parish Airport District #1
<u>[Signature]</u>	<u>[Signature]</u>
John B. JONES III	HOLLIS RAY O'NEAL
<u>[Signature]</u>	<u>[Signature]</u>
Bobbie Strozyszyn	S.S.N. XXX-XX-XXXX
<u>[Signature]</u>	<u>[Signature]</u>
Bobbie Strozyszyn	S.S.N. XXX-XX-XXXX
<u>[Signature]</u>	<u>[Signature]</u>

Grantor
Cleco Power LLC
By [Signature]
Grantee

STATE OF LOUISIANA
PARISH OF Beauregard

BEFORE ME, the undersigned authority, personally came and appeared Hollis Ray O'Neal, who, being first duly sworn, did depose and say that he signed the within foregoing instrument as a witness, in the presence of the Grantor and another subscribing witness, all of whom signed in his presence, each signing in the presence of all the others, and that all of said signatures thereto are genuine and correct.

SWORN TO AND SUBSCRIBED before me this 14 day of April, A.D. 2008
[Signature]
Notary Public

848

SERVITUDE AGREEMENT

Project No. 1253-350

STATE OF LOUISIANA

BeQuincy-Boise 230KV

PARISH OF Beauregard

1979 APR 17 PM 10:47

KNOW ALL MEN BY THESE PRESENTS: That Beauregard Parish Police Jury herein represented by Edsil Jeans its President

Grantor, for and in consideration of the sum of Twenty-nine thousand, eighty-eight & 00/100 ----- \$ 29,088.00, Dollars, cash in hand paid, and other valuable considerations, receipt of which is hereby acknowledged, does by these presents, grant, convey, warrant and deliver unto CENTRAL LOUISIANA ELECTRIC COMPANY, INC., its successors and assigns (herein called Grantee), the right, privilege and easement to enter upon and to erect, construct, extend, maintain, inspect, operate, replace, remove, and repair a transmission line, consisting of a single or multiple line of poles and/or towers, with conductors, wires, cross-arms, guy wires, conduits, stubs, and other usual, necessary or proper fixtures for transmission of electricity, and for Grantee's communications, together with all necessary foundations, anchors and braces to properly support same, and the right to place anchors and guy wires outside the described servitude in sufficient numbers to adequately brace its structures any place or places where such described servitude makes an angle, with the right to replace wood structures with metal structures and metal structures with wood structures at any time and from time

to time without further payment, together with a Right-of-Way 100 feet in width and the right to open, clear and maintain said Right-of-Way and to keep the same clear of underbrush, trees and other obstructions which in the judgment of Grantee might interfere with or constitute a hazard to the operations of said transmission line, and with the free right of ingress and egress to and from and upon said Right-of-Way for the purpose of constructing, extending, maintaining, inspecting, operating, replacing, removing and repairing at will said transmission line and appurtenances thereto; upon, over and across the following described lands, situated in

the Parish of Beauregard, State of Louisiana, and more particularly described as follows:

A certain tract of land located in Sections 10 and 3, Township 3 South, Range 10 West, Beauregard Parish.

Route of proposed right of way more particularly shown on plat of survey which is attached hereto and made a part hereof.

The Grantee shall also have the right and privilege to patrol, alter, inspect, improve, repair and remove such poles, towers, lines, wires, guys, cables, attachments, equipment and appurtenances including the right to increase or decrease the number of wires and all other rights and privileges necessary or convenient for the full use and enjoyment of the Right-of-Way herein granted for the purposes herein described, including the right of ingress and egress by the use of private roads or passageways to and from said Right-of-Way over adjoining lands of the Grantor. The Grantee shall have the right to remove trees adjacent to said Right-of-Way which are or may become tall enough to constitute a hazard to the use of said transmission line, and shall pay to the Grantor the stumpage value of such trees, as timber, when removed.

This Right-of-Way and easement is granted and accepted subject to the following restrictions:

This Right-of-Way does not convey any interest whatever in any oil, gas or other minerals in, on or under the above described land. It is understood that in granting this Right-of-Way and easement the following items are included and settled by the execution hereof:

The Grantee hereby agrees to pay any other damages, not included in the above settlement which may be inflicted by it in the construction and maintenance of the said lines, provided an itemized claim thereof shall be presented by the Grantor in writing to the office of the Grantee at Pineville, Louisiana, within ninety days after the damage is done.

Grantor retains the right to use for Grantor's own purpose the land covered by said servitude as long as such use does not interfere with the servitude and rights herein granted. However, Grantor shall not erect, locate or permit the erection or location of any structure or object of any type whatever within said servitude, but Grantor may fence any or all of the said property.

IN WITNESS WHEREOF, the Grantor signs this instrument at _____ on this 10 day of

April, 19 79, in the presence of two competent witnesses, who sign, as such, with the Grantor after due reading.

WITNESSES:

[Signature]
[Signature]

BEAUREGARD PARISH POLICE JURY
By: [Signature]

Grantor

CENTRAL LOUISIANA ELECTRIC COMPANY, INC.
By: [Signature]
Grantee Rt.-of-Way Agent

STATE OF LOUISIANA

PARISH OF Rapides

BEFORE ME, the undersigned authority, personally came and appeared [Signature], who being first duly sworn, did depose and say that he signed the within foregoing instrument as a witness, in the presence of the Grantor and another subscribing witness, all of whom signed in his presence, each signing in the presence of all the others, and that all of said signatures thereto are genuine and correct.

SWORN TO AND SUBSCRIBED before me this 11 day of APRIL, A.D. 19 79

[Signature]
Notary Public

CERTIFICATE OF SURVEY 849

PINEVILLE, LOUISIANA

JANUARY 17, 1979

I HEREBY CERTIFY THAT I HAVE MADE THE SURVEY SHOWN HEREON BY SHADED LINES AND THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION THEREOF.

SCALE 1" = 2000'

FOR CENTRAL LA. ELEC. CO., INC.

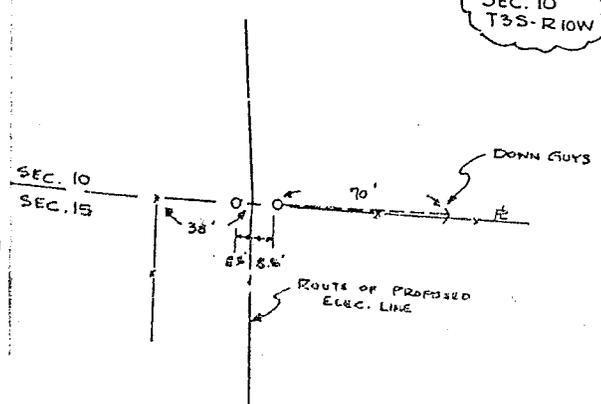
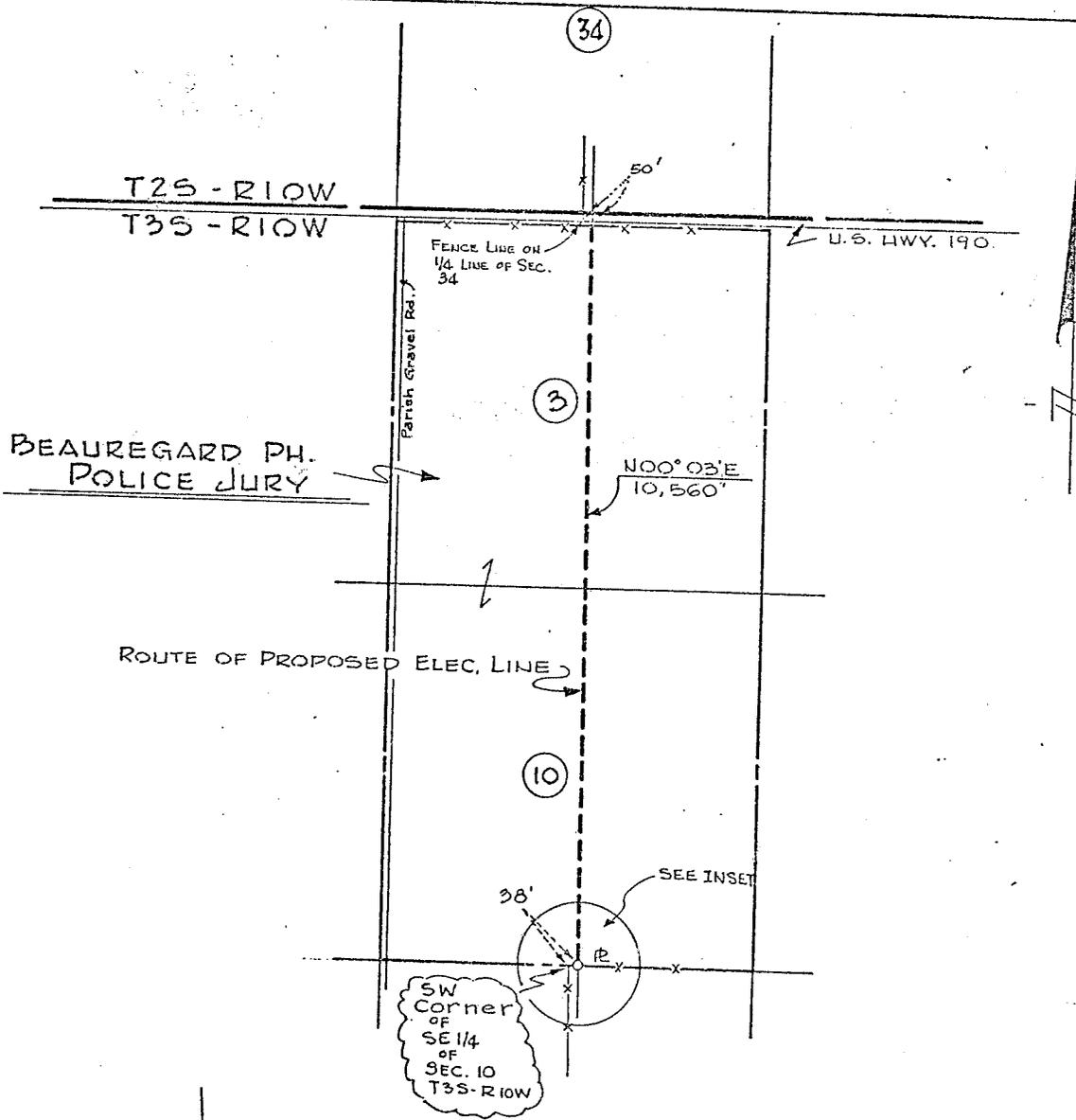
W. PIERRE LEMOINE & ASSOC. INC.
CONSULTING ENGINEERS

ACROSS THE PROPERTY OF

BEAUREGARD PH. POLICE JURY

IN SECTIONS 10, & 3, T3S-R10W

BEAUREGARD PARISH, LA.



IN SET
1" = 60'

WIDTH OF R/W - 100'
DISTANCE - - - 10,560'

BEAUREGARD PARISH POLICE JURY

TO
RIGHT OF WAY

UNITED GAS PIPE LINE COMPANY

FILED

1968 DEC -9 AM 11:15

CLERK OF COURT
BEAUREGARD PARISH

774

THE STATE OF LOUISIANA

PARISH BEAUREGARD

197440

KNOW ALL MEN BY THESE PRESENTS:

I.

That for and in consideration of SIX HUNDRED NINETY-SIX AND NO/100 DOLLARS (\$696.00) to the undersigned (herein styled Grantor, whether one or more), paid, the receipt of which is hereby acknowledged, the said Grantor does hereby grant and convey unto UNITED GAS PIPE LINE COMPANY (herein styled Grantee), its successors and assigns, a right of way and easement to construct, maintain, operate, repair, replace, change the size of, remove and abandon a pipeline and appurtenances thereto over and through the following described land:

The NW $\frac{1}{4}$, the E $\frac{1}{2}$ of SW $\frac{1}{4}$, and the W $\frac{1}{2}$ of SE $\frac{1}{4}$, of Section 2; the NE $\frac{1}{4}$, and the NE $\frac{1}{4}$ of SE $\frac{1}{4}$, of Section 11; and all that part of the W $\frac{1}{2}$ of SW $\frac{1}{4}$ lying North of the right of way of the Gulf, Colorado and Santa Fe Railway Company, of Section 12; all in Township 3 South, Range 10 West, La. Mer., Less and Except that certain parcel conveyed to Department of Highways on June 12, 1962, for construction of Merryville-DeRidder Highway (La. U.S. 190).

II.

The right of way herein granted shall be 30' in width being more fully described as follows:

TRACT I:

A strip of land 30 feet in width, the Westerly limits of which is more fully defined as lying 30 feet Westerly from and parallel to the following described reference line:

Commencing at a point in a fence along the South line of Section 35, Township 2 South, Range 10 West, Beauregard Parish, Louisiana, said point being 1300 feet Westerly from a fence corner marking the Southeast corner of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 35;

Thence South 0°-29' East 121.2 feet to the point of beginning and being in the South right of way line of United States Highway Number 190 in the Northwest $\frac{1}{4}$ of Section 2, Township 3 South, Range 10 West, Beauregard Parish, Louisiana;

Thence continuing South 0°-29' East 157.1 feet to a Point "A".

It is further provided that during construction grantee may utilize an additional strip of land 20 feet in width parallel and adjacent to the Westerly side of the hereinabove described 30 foot right of way beginning at the point of beginning and running its entire length, and an additional strip of land 30 feet in width parallel and adjacent to the Easterly side of said 30 foot right of way beginning at the point of beginning and running 100 feet to a point.

TRACT II:

A strip of land 30 feet in width, the center line of which is more fully defined as follows:

Beginning at Point "A", hereinabove described;

Thence South 36°-02' East 1569.4 feet, South 36°-04' East 2011.8 feet, South 37°-00' East 1599.3 feet, South 26°-31' East 256.5 feet, South 26°-16' East 504.0 feet, South 38°-16' East 5362.2 feet to a point in a fence along the Northerly line of the G.C. and S.F. R.R. right of way in Section 12, Township 3 South, Range 10 West, in Beauregard Parish, Louisiana.

It is further provided that during construction grantee may utilize an additional strip of land 20 feet in width parallel and adjacent to the Westerly side of the hereinabove described 30 foot right of way beginning at the point of beginning and running its entire length and an additional strip 30 feet in width parallel and adjacent to the Easterly side of said 30 foot right of way beginning at the Northerly line of the G.C. and S.F. R.R. right of way and running Northwesterly 100 feet to a point.

III.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, so long as the rights and easements herein granted or any of them shall be used by or useful to Grantee for the purposes herein granted with ingress to and egress from the right of way described in II. above across the land described in I. above for the purposes of constructing, inspecting, removing, abandoning,

repairing, operating, maintaining, changing the size of and replacing the property of Grantee herein described and the removal of same at will, in whole or in part, provided, that such right of ingress and egress shall not interfere with the use and operation of such property as an airport.

IV.

The said Grantor is to fully use and enjoy the said premises, except for the purposes herein granted to the said Grantee, provided the said Grantor shall not construct or maintain nor permit to be constructed or maintained any house, structure or obstruction on or over said right of way and will not change the grade over nor plant trees on said right of way. There is also granted to Grantee, its successors and assigns, the right at its sole option to clear and keep clear, the land utilized by Grantee, of all timber, trees, undergrowth and other obstructions which might interfere with the construction or maintenance of said pipeline, or endanger same. Grantee hereby agrees to bury all pipe to a depth of not less than twenty-four (24") inches below the surface of the soil, and to pay any damages which may arise to growing crops, fences or timber from the construction, maintenance and operation of said pipeline, said damages, if not mutually agreed upon, to be ascertained and determined by three (3) disinterested persons, one thereof to be appointed by the said Grantor, one by the said Grantee and the third by the two so appointed as aforesaid, and the written award of such three persons shall be final and conclusive. Notwithstanding the foregoing, it is agreed that in any event it becomes necessary to extend, widen or otherwise construct any part of a runway, taxiway, apron or other aeronautical facility upon, over or across the pipeline traversing this right of way, the Grantee will relocate the pipeline at its sole expense so as not to interfere with such extension, widening or construction of additional aeronautical facilities.

V.

All rights, privileges and obligations created by this instrument are expressly subject to and subordinate to all the terms and conditions of the Surplus Property Instrument of Conveyance entered into between the United States of America and the Police Jury of Beauregard Parish, Louisiana dated December 23, 1948 and recorded in Volume 178, Page 608 of the Deed Records of Beauregard Parish, Louisiana, including the right of flight and passage over the area covered hereby together with the right to remove any and all obstructions to air navigation.

All rights, privileges and obligations created by this instrument shall inure to the benefit of and be binding upon the heirs, devisees, administrators, executors, successors and assigns of the parties hereto. No sale or division of the lands hereinabove described shall increase or change the rights and obligations of the Grantee hereunder, and any subsequent owner or owners of said lands shall be substituted for and in place of Grantor herein.

It is hereby understood that the party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the 3rd day of December, 1968.

SIGNED AND DELIVERED IN THE presence of the undersigned witnesses:

Joseph M. Herrington
Donna Guil Perkins
Lalene D. Inouye

Beauregard Parish Police Jury
Wade W. Crady President

778

THE STATE OF LOUISIANA

PARISH OF BEAUBECARD

Before me, the undersigned authority, on this day
appeared FLOYE N. HERRINGTON
who being duly sworn, deposed and said:

That she was one of the subscribing witnesses to the
above and foregoing instrument; that said instrument was executed
by the Grantor therein, Shade J. Cooley
in her presence and in the presence of the other subscribing wit-
ness on the date thereof, and in the capacity therein stated.

Floye N. Herrington

Sworn to and subscribed before me this 3RD day of
DECEMBER, 1968.

Robert B. Thibault
Notary Public in and for
BEAUBECARD, Parish, Louisiana

RECORDED DEC. 13, 1968
DEPUTY CLERK OF COURT

Esther Crewell

Notary Public

RECORDED JULY 23, 1964
DEPUTY CLERK OF COURT

BEAUREGARD PARISH POLICE JURY TO CENTRAL LOUISIANA ELECTRIC CO. IN
RIGHT OF WAY

CENTRAL LOUISIANA ELECTRIC COMPANY, INC.

RIGHT-OF-WAY PERMIT Louisiana Forestry Commission
FOR ELECTRIC DISTRIBUTION LINES Project No. Seed Orchard

STATE OF LOUISIANA
PARISH OF Beauregard

KNOW ALL MEN BY THESE PRESENTS, that
The Beauregard Police Jury

FILED
169769
JUL 1 1964

At 11 O'clock P. M.
Beauregard Parish, La.

of lawful age, a resident of Beauregard, State of Louisiana, Grantor, in consideration of One (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, and full acquittance granted therefor, does hereby grant unto CENTRAL LOUISIANA ELECTRIC COMPANY, INC., a Louisiana corporation whose post-office address is Alexandria, Louisiana, and to its successors or assigns (herein called Grantee) the right to enter upon the

land of the undersigned situated in the Parish of Beauregard, State of Louisiana, and more particularly described as follows: ~~E 1/2 of E 1/2 Section 2~~ Township 3S Range 10W Ward 3 in Beauregard Parish, Louisiana.

Electric line to be constructed beginning at a point on U.S. 190 approximately 1000 feet west of Welborn Road intersection: thence generally South on the east side of unimproved road a distance of approximately 4000 feet: thence generally West along newly graded road built by Louisiana Forestry Commission a distance of approximately 2700 feet to point of service in the northeast corner of site known as Louisiana Forestry Commission Seed Orchard. and to place, construct, operate, repair, maintain, and replace thereon an electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

It is understood and agreed that the Right-of-Way and easement hereby granted is 50 feet in width.

In granting this easement it is understood that at pole locations only a single pole, guys, and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

This Right-of-Way and easement is granted and accepted subject to the following restrictions:

This Right-of-Way does not convey any interest whatever in any oil, gas or other minerals in, on or under the above described land.

It is further understood that, whenever necessary, words used in this instrument in the singular shall be construed to read in the plural and that words used in the masculine gender shall be construed to read in the feminine.

IN WITNESS WHEREOF, the undersigned has set his hand and seal, this 14th day of July, 1964, in the presence of two competent witnesses who sign as such, with the Grantor after due reading.

Witnesses
Floyd N. Harrington
Paula S. Stanley

D. T. Harrell
Grantor

CENTRAL LOUISIANA ELECTRIC COMPANY, INC.
By JAMES R. ... Grantee Rt. of Way Agent.

STATE OF LOUISIANA
PARISH OF Beauregard

Before me, the undersigned authority, personally came and appeared Floyd N. Harrington who being first duly sworn, did depose and say that he signed the within foregoing instrument as a witness, in the presence of the Grantor and another subscribing witness, all of whom signed in his presence, each signing in the presence of all the others, and that all of said signatures thereto are genuine and correct.

SWORN TO AND SUBSCRIBED before me this 14th day of July, A. D. 1964.
Floyd N. Harrington
James M. ... Notary Public

RECORDED JULY 23, 1964
DEPUTY CLERK OF COURT

BEAUREGARD PARISH POLICE TO CENTRAL LOUISIANA ELECTRIC CO., INC.
JURY RIGHT-OF-WAY

CENTRAL LOUISIANA ELECTRIC COMPANY, INC.
RIGHT-OF-WAY PERMIT
FOR ELECTRIC TRANSMISSION LINES

STATE OF LOUISIANA
PARISH OF Beauregard

Project No. 920
At Beauregard Parish, La.

KNOW ALL MEN BY THESE PRESENTS: That The Police Jury of the Parish of Beauregard
State of Louisiana

of lawful age, a resident of Beauregard, State of Louisiana, Grantor, for and in consideration of the sum of Twelve Hundred Eighty and No/100 (\$ 1280.00) Dollars, cash in hand paid, and other valuable considerations, receipt of which is hereby acknowledged, does, by these present, grant, convey, warrant and deliver unto CENTRAL LOUISIANA ELECTRIC COMPANY, INC., its successors and assigns (herein called Grantee), the right, privilege and easement:

To construct, operate and maintain a transmission line, consisting of a single or double line of poles and/or towers, with such wires, cables and other appurtenances thereto as may be necessary or convenient, for the transmission of

electric energy and/or communications, together with a perpetual Right-of-Way 50 feet in width ~~with such wires, cables and other appurtenances thereto as may be necessary or convenient, for the transmission of~~ and the right to open, clear and maintain said Right-of-Way and to keep the same clear of underbrush, trees and other obstructions which in the judgment of the Grantee might interfere with or constitute a hazard to the operation of said transmission line, and with the free right of ingress and egress to and from and upon said Right-of-Way for the purpose of constructing, maintaining, repairing, replacing, operating or removing at will said transmission line and appurtenances thereto;

upon, over and across the following described lands, situate in the Parish of Beauregard, State of Louisiana, and more particularly described as follows: _____ Acres in _____ 1/4 Sections 2 and 3 Township 3S Range 10W Wards 2 and 3 In Beauregard Parish, Louisiana.

Center line to be constructed approximately two (2) feet inside private property belonging to Grantor and running in a generally East-West direction parallel to the south side of U.S. Hwy 190.

The Grantee shall also have the right and privilege to patrol, alter, inspect, improve, repair, and remove such poles, towers, lines, wires, guys, cables, attachments, equipment and appurtenances including the right to increase or decrease the number of wires and all other rights and privileges necessary or convenient for the full use and enjoyment of the Right-of-Way herein granted for the purposes herein described, including the right of ingress and egress by the use of private roads or passageways to and from said Right-of-Way over adjoining lands of the Grantor.

To have and to hold said Right-of-Way and privileges unto the Purchaser, its successors and assigns, subject to the conditions and limitations herein contained.

It is stipulated that said Right-of-Way shall never be fenced by the Grantee and that the Grantor shall have full use of said Right-of-Way and the right to cultivate and otherwise use said Right-of-Way, except for the purposes for which the same is herein conveyed to the Grantee.

This Right-of-Way and easement is granted and accepted subject to the following restrictions: _____

This Right-of-Way does not convey any interest whatever in any oil, gas or other minerals in, on or under the above described land.

It is understood that in granting this Right-of-Way and easement the following items are included and settled by the execution hereof: _____

The Grantee hereby agrees to pay any other damages, not included in the above settlement, which may be inflicted by it in the construction and maintenance of the said lines, provided an itemized claim thereof shall be presented by the Grantor in writing to the office of the Grantee at Alexandria, Louisiana, within thirty days after the damage is done; said damages if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one of whom shall be appointed by the Grantor, one by the Grantee, and the third by the two so appointed, and the award of such three persons shall be final and conclusive.

The Grantee shall have the right to remove trees adjacent to said Right-of-Way which are or may become tall enough to constitute a hazard to the use of said transmission line, and shall pay to the Grantor the stumpage value of such trees, as timber, when removed.

IN WITNESS WHEREOF, the Grantor signs this instrument at DeRidder, Louisiana

on this 2nd day of November, 1962, in the presence of two competent witnesses, who sign, as such, with the Grantor after due reading.

WITNESSES:
Floye N. Herrington
J. Colman

BEAUREGARD PARISH POLICE JURY
D. J. Harrell
President

Grantor
CENTRAL LOUISIANA ELECTRIC COMPANY, INC.
By: [Signature]
Grantee Rt. of Way Agent.

STATE OF LOUISIANA
PARISH OF Beauregard

Before me, the undersigned authority, personally came and appeared Floye N. Herrington, who, being first duly sworn, did depose and say that he signed the within foregoing instrument as a witness, in the presence of the Grantor and another subscribing witness, all of whom signed in his presence, each signing in the presence of all the others, and that all of said signatures thereto are genuine and correct.

SWORN TO AND SUBSCRIBED before me this 2nd day of November, A. D. 1962.

[Signature]
Wylma L. Jack, Notary Public
Ex Officio a Notary Beauregard Parish, La.