

# Exhibit C. Beauregard Airport Industrial Site Property Deed Report



# Beauregard Airport Industrial Site Property Deed Report

## ORIGINAL TITLE RESEARCH REPORT

**OWNER**  
**Beauregard Parish Police Jury**

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### 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**

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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

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### 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  $SE\frac{1}{2}$  of said Section 6; thence east along the north line of said  $SE\frac{1}{4}$  of the  $SE\frac{1}{2}$  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        0

COUNTY OF DALLAS     0

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	
				<u>Book</u>	<u>Page</u>
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	
				<u>Book</u>	<u>Page</u>
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	
				Book	Page
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