# ARKLAD

#### ARKLA ENERGY RESOURCES

P. O. BOX 21734 • SHREVEPORT, LOUISIANA • 71151 • PHONE 318/429-2700 February 7, 1991

Ms. Judith Lil Morgan Darby 1 Cartbridge Road Weston, CT 06883

Re: Agreement to remove Arkla F-5-F 6" NG Pipeline from part of NE¼ NE¼ Sec. 19, T18N, R2W, Lincoln Parish, Louisiana.

Dear Ms. Darby:

This letter, once executed by both parties, shall constitute the agreement between Judith Lil Morgan Darby (Darby) and Arkla Energy Resources (AER) as to the removal of the captioned line presently crossing Darby's property listed above.

Whereas AER is desirous of a  $30' \times 30'$  regulator lot as described and plated on a separate Surface Lease Agreement, a copy of which Darby is in possession of and;

Whereas Darby requests the removal of AER Line F-5-F as previously stated;

Therefore, AER hereby agrees that as part of the consideration for the execution of said Surface Lease by Darby, AER shall remove said Line F-5-F from the point where said line intersects the West side of the said 30' x 30' Surface Lease, West and Southwest to the point said line intersects the West line of the NE $\frac{1}{4}$  of Sec. 19, T18N, R2W, Lincoln Parish, Louisiana.

If this is your understanding of dating this Agreement, please indicate by signing both originals in the space provided below and return one (1) original copy to the undersigned.

Very truly yours,

ARKLA ENERGY RESOURCES

Dany C Ball

GCB:t1 Enclosures Gary C. Bade Agent & Attorney-in-Fact

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Ms. Judith Morgan Darby 1 Cartbridge Rd. Weston, CT 06883

Re: Line F-5-F Surface Lease Road Easement, FM-17

Dear Mr. & Mrs. Darby,

May I thank you very much for your time in Ruston the evening of the 27th. I received Mr. Clayborn's appraisal. I expected his counter content to be in indexed paragraphs for explanation of location and how much Pine, Hardwood & Pole timber would be in designated areas. I regret the fact; this appraisal is not helping me for a counter offer.

Value is the purpose of our debate.

Value Now:

Negative for property.

1. An easement across property is an encumbrance with no development

Three years pine growth destroyed if pipe is removed.

Future appreciation in value of entire tract is negative with

diagonal easement.

Value Future: Positive for property.

No diagonal encumbrance.

No re-forestation with three years growth started. I walked F-5-F.

Some pines are already 16" tall. Its obvious that regaining

1500' of right of way with started timber adds value. These pines

will be destroyed if pipe is removed.

The grantee's rights in the 1925 (F-5-F) and the 1962 (FM-17) easements are in part; the right of ingress & egress of described property for the purpose of laying, maintaining, repairing and restoring pipelines. Also, the right to maintain the easement surfaces. I look for Arkla to explore these rights if we can't come to some sort of agreement.

The bottom line is: This project enhances your property for the long term. The cash to youall is \$1,781.00 by draft. You will harvest over a \$1,000.00 of timber, close to \$3,000.00 up front. The timber growth of the F-5-F and cash up front far exceeds your \$5,700.00 value in the proposal.

Sincerely

Ken Block

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#### ARKLA PIPELINE GROUP

P.O.BOX 21734 SHREVEPORT, LOUISIANA 71151 PHONE 318/429-2700

February 7, 1991

Ms. Judith Morgan Darby 1 Cartbridge Rd. Weston, CT 06883

Re: Line F-5-F Surface Lease Road Easement, FM-17

Dear Mr. & Mrs Darby,

I am forwarding an additional \$250.00 for the tree replantion on F-5-F. Mr. J.S. Clayborn told me today that he would replant the area for this amount. By forwarding the money to you, the third party will be taken out.

Note: The plat for the road easement describes a 20' width instead of a 30', as per our agreement.

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Ken Block Right of Way