

**Exhibit E4 - ROW - City of Lake Charles #2
Chennault Site 2-2A**

Calcasieu Parish Recording Page

H. Lynn Jones II
Clerk of Court
P.O. Box 1030
Lake Charles, LA 70602
(337) 437-3550

Received From :
LOFTIN, CAIN, GABB & LEBLANC (758)
113 SOUTH RYAN ST
LAKE CHARLES, LA 70601

First VENDOR
CHENNAULT INTERNATIONAL AIRPORT AUTHORITY

First VENDEE
THE CITY OF LAKE CHARLES, LOUISIANA

Index Type : Conveyances
Type of Document : Right Of Way
Recording Pages : 6

File Number : 2850899
Book : 3432 **Page :** 465

Recorded Information

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

On (Recorded Date) : 01/07/2008

At (Recorded Time) : 10:37:16AM



Deputy Clerk

Doc ID - 018358430006

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LAKE CHARLES, LA 70601

Do not Detach this Recording Page from Original Document

56

STATE OF LOUISIANA :
: RIGHT OF WAY
PARISH OF CALCASIEU :

KNOW ALL MEN BY THESE PRESENTS THAT **CHENNAULT INTERNATIONAL AIRPORT AUTHORITY**, 3650 Sen. J. Bennett Johnson Avenue, Lake Charles, Louisiana, 70615, hereinafter referred to as "GRANTOR", appearing by and through Charles Harvey, its duly authorized Deputy Director, for the consideration of public and mutual benefit, the sufficiency of said consideration being acknowledged by the parties herein, does hereby grant, bargain, sell, transfer, assign, convey and warrant unto **THE CITY OF LAKE CHARLES, LOUISIANA**, a Political Subdivision of the State of Louisiana herein after referred to as "GRANTEE" its successors and assigns, an exclusive right-of-way, utility easement and real servitude as set forth herein upon, over, under and across the herein described tract to enter upon and thereon to construct, operate and maintain (at no cost and liability to GRANTOR) utility pipelines for WATER AND SEWER and any other utilities, as well as a construction and maintenance easement/right of way, together with all rights of ingress and egress to and from said works for the purposes authorized herein.

Said permanent servitude area is more particularly described on Exhibit A and accompanying plat of survey dated September 24, 2007, prepared by David W. Sargent, Lancon Engineers Inc., attached hereto and made a part hereof.

Grantor agree to covenant that Grantor will not place, build or construct any building of any kind over, under or upon the above described servitude area. This servitude is an exclusive servitude in favor of Grantee.

Grantee shall pay to Grantor all damages, which may be caused to Grantor's property not authorized by this grant.

Grantee agrees to indemnify, defend and hold Grantor harmless from and against: (a) liability, costs and expenses, including attorney's fees, for injury to (including death of) persons or damage to property of Grantor or third persons arising out of the negligence or intentional misconduct of Grantee in the exercise of the rights granted hereunder; and (b) liability, costs and expenses, including attorney's fees, for injury to (including death of) persons or damage to property of Grantor or third persons arising solely out of any liability of Grantor, as owner of the subject immovable property, for Grantee's exercise of the rights granted it hereunder.

This agreement is in the nature of a covenant running with the land and shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto.

Thus done and signed this 19 day of July, 2007.

WITNESSES:

CHENNAULT INTERNATIONAL AIRPORT AUTHORITY

[Signature]
Printed: W. M. Johnson

[Signature]
BY: Charles Harvey
TITLE: Deputy Director

[Signature]
Printed: Blenda Cimino

[Signature]
NOTARY PUBLIC
Printed Name: [Signature]
Notary No.: [Signature]
My commission expires: [Signature]

Thus done and signed this _____ day of _____, 2007.

WITNESSES:

CITY OF LAKE CHARLES

Printed: _____

By: [Signature]
MAYOR RANDY ROACH

Printed: _____

NOTARY PUBLIC

Printed Name: _____

Notary No.: _____

My Commission Expires: _____

APPROVED BY LEGAL DEPARTMENT
CITY OF LAKE CHARLES

Approval subject to signature, date and initials below regarding ordinance approval.

By: [Signature]
Billy E. Loflin, Jr., City Attorney

Date: 10-26-07

Authorization ordinance attached.
 No ordinance approval required.

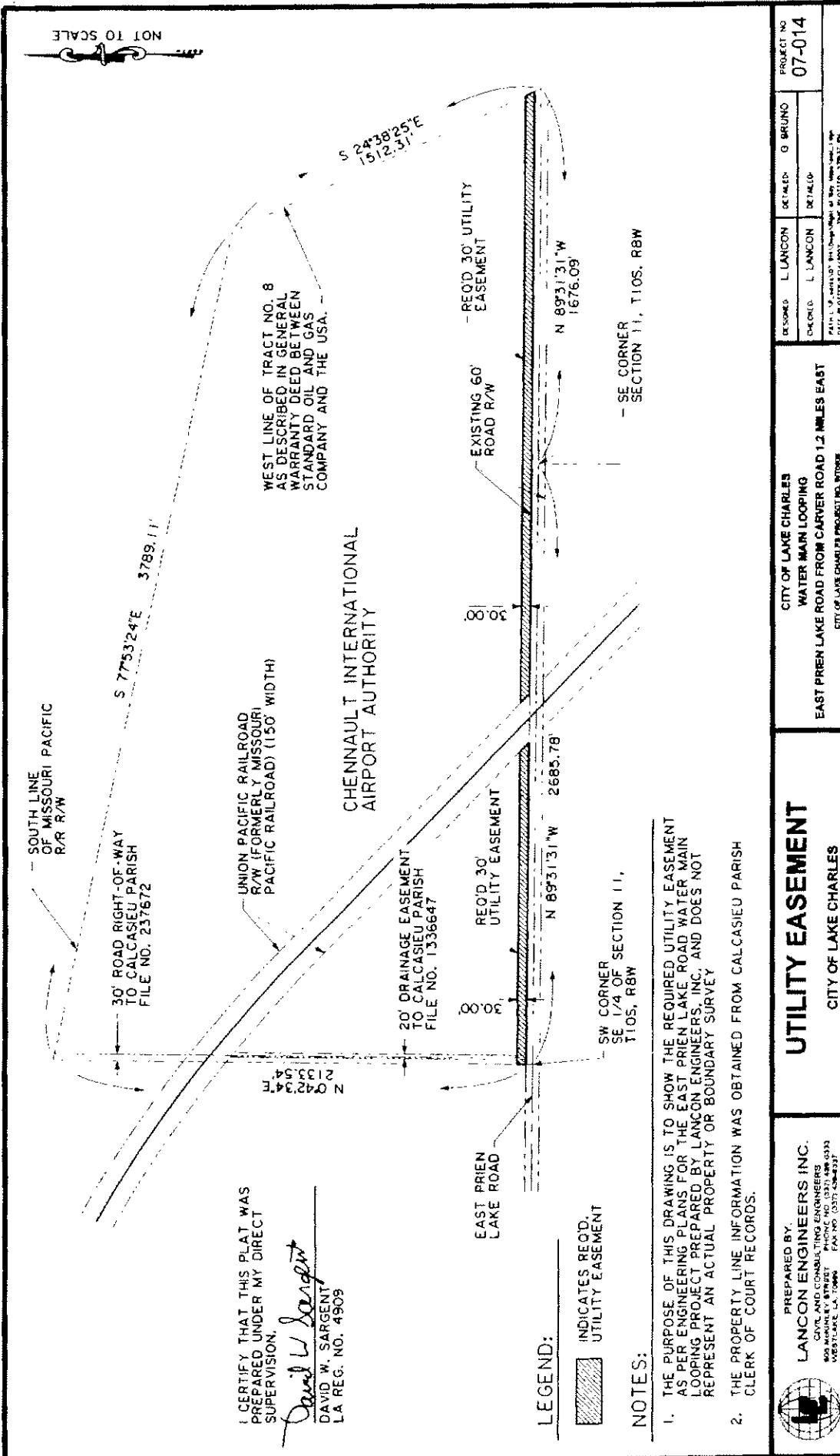
EXHIBIT A

CHENNAULT INTERNATIONAL AIRPORT AUTHORITY

**TRACT OF LAND LOCATED NORTH
OF EAST PRIEN LAKE ROAD**

**LEGAL DESCRIPTION FOR
UTILITY EASEMENT GRANTED
THE CITY OF LAKE CHARLES**


THE SOUTHERN 30 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND; COMMENCING AT THE SOUTHEAST CORNER OF SECTION 11, TOWNSHIP 10 SOUTH, RANGE 8 WEST, CALCASIEU PARISH, LOUISIANA; THENCE NORTH 89 DEGREES 31 MINUTES 31 SECONDS WEST, A DISTANCE OF 2686.78 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE NORTH 0 DEGREES 42 MINUTES 34 SECONDS EAST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, A DISTANCE OF 2133.54 FEET TO THE SOUTH LINE OF MISSOURI-PACIFIC RAILROAD RIGHT-OF-WAY; THENCE SOUTH 77 DEGREES 53 MINUTES 24 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 3789.11 FEET TO THE WEST LINE OF TRACT NO. 8, AS DESCRIBED IN GENERAL WARRANTY DEED BETWEEN STANDARD OIL AND GAS COMPANY AND THE UNITED STATES OF AMERICA, RECORDED IN CONVEYANCE BOOK 552, AT PAGE 232, RECORDS OF CALCASIEU PARISH, LOUISIANA; THENCE SOUTH 24 DEGREES 38 MINUTES 25 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 1512.31 FEET TO THE SOUTH LINE OF SECTION 12, TOWNSHIP 10 SOUTH, RANGE 8 WEST, CALCASIEU PARISH, LOUISIANA; THENCE NORTH 89 DEGREES 31 MINUTES 31 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1675.09 FEET TO THE POINT OF COMMENCEMENT, SUBJECT TO AN EXISTING ROAD RIGHT-OF-WAY ALONG THE SOUTH SIDE THEREOF AND AN EXISTING RAILROAD RIGHT-OF-WAY THROUGH A PORTION OF THE SOUTHEAST QUARTER (SE/4) OF SAID SECTION 11.



I CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECT SUPERVISION.

David W. Sargent
 DAVID W. SARGENT
 LA REG. NO. 4909

LEGEND:

 INDICATES RECD. UTILITY EASEMENT

NOTES:

1. THE PURPOSE OF THIS DRAWING IS TO SHOW THE REQUIRED UTILITY EASEMENT AS PER ENGINEERING PLANS FOR THE EAST PRIEN LAKE ROAD WATER MAIN LOOPING PROJECT PREPARED BY LANCON ENGINEERS, INC., AND DOES NOT REPRESENT AN ACTUAL PROPERTY OR BOUNDARY SURVEY
2. THE PROPERTY LINE INFORMATION WAS OBTAINED FROM CALCASIEU PARISH CLERK OF COURT RECORDS.



PREPARED BY:
LANCON ENGINEERS INC.
 ONE MAIN STREET, SUITE 200
 BOZEMAN, MONTANA 59717-1033
 BOZEMAN, MONTANA
 PHONE NO. (406) 552-0333
 FAX NO. (406) 552-0337

UTILITY EASEMENT

CITY OF LAKE CHARLES

CITY OF LAKE CHARLES
 WATER MAIN LOOPING
 EAST PRIEN LAKE ROAD FROM CARVER ROAD 1.2 MILES EAST
 CITY OF LAKE CHARLES PROJECT NO. W7006

DESIGNED	L. LANCON	DETAILED	G. BRUNO	PROJECT NO.	07-014
CHECKED	L. LANCON	DETAILED			

DATE: 11/15/2007
 PROJECT: WATER MAIN LOOPING
 SHEET: 5 OF 5

NOT TO SCALE



City of Lake Charles

Certified Copy

Ordinance: 14249

326 Pujot Street
P.O. Box 1178
Lake Charles, LA
70602-1178

File Number: 367-07

Enactment Number: 14249

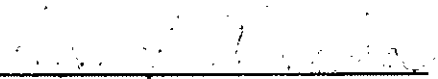
An ordinance authorizing the City of Lake Charles to enter into Right-of-Way/Servitude Agreements for all Bond Projects.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LAKE CHARLES, LOUISIANA, in regular session convened, that:

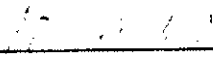
SECTION 1: The Mayor of the City of Lake Charles, Louisiana, is hereby authorized to enter into right of way/servitude agreements on behalf of the City of Lake Charles, for all Bond Projects.

SECTION 2: The Mayor is further authorized to include any provisions in any agreement which he deems necessary to protect the interests of the City and to pay the agreed amount from the appropriate City funds.

I, Lynn F. Thibodeaux, certify that this is a true copy of Ordinance No. 14249, passed by the City Council on 8/1/2007.



Lynn F. Thibodeaux, Clerk of the Council



Date Certified