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Mrs. Peola Gratz, individually  
and as guardian for Joe Gratz  
Jr. and Jane Gratz

#148869;

Right-of-Way Grant

to

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Filed: Nov. 18, 1930 at 4:00 P.M.  
B. S. McRaney, Dy. Clerk

Louisiana Power and Light  
Company

LOUISIANA POWER & LIGHT COMPANY

RIGHT OF WAY PERMIT

STATE OF NEW YORK  
COUNTY OF New York SS.

**Exhibit E1: Louisiana Power and Light  
Right of Way Permit - 1930  
Charleston Site**

KNOW ALL MEN BY THESE PRESENTS: THAT Mrs. Peola Gratz  
individually, and as guardian for the minors Joseph Gratz, Jr.  
and Jane Gratz, of lawful age, a resident of State of New York,  
Grantor, in the consideration of the sum of Three Hundred and  
and Sixty Seven Dollars (\$367.00), cash in hand paid, and other  
valuable considerations, receipt of which is hereby acknowledged,  
does, by these presents grant, convey, warranty and deliver unto  
LOUISIANA POWER & LIGHT COMPANY, its successors and assigns  
(herein called Grantee), the right, privilege and easement for-  
ever to construct, operate and maintain a transmission line, con-  
sisting 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 One  
Hundred Feet (100 ft.) in width and the right to open, clear and  
maintain said Right of Way and to keep the same clear of under-  
brush, trees, and other obstructions, which the 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 construction, maintaining, repairing, replacing,  
operating or removing at will said transmission line and appurte-  
nances thereto upon, over and across the following described lands,  
situated in the Parish of Ouachita, State of Louisiana, to-wit:  
Lots Ten (10), Sixteen (16), Twenty-seven (27), Thirty-three  
(33), Thirty-nine (39), Forty-five (45), Fifty-one (51), Fifty-  
five, and Fifty-nine (59) of the Terminal Investment Company,  
Ltd. Subdivision of the Charleston Plantation, situated in Town-  
ship Seventeen (17) North, Range Four (4) East. The center line  
of said right of way to be located approximately as follows:

Beginning One Hundred Seventy-eight (178) feet South of the East Quarter corner of Section Thirty (30) and running North 89°50' West to the Western boundary of Lot Ten (10) and from the same point of beginning, running South 89°50' East to the East boundary of Lot Fifty-nine (59) of said Subdivision of Charleston Plantation.

The Grantee shall also have the right and privilege forever to patrol, alter, inspect, improve, repair, and remove such poles, towers, lines, wires, cables, attachments, equipment and appurtenances, including the right of increase or decrease the number of wires, poles, or structures, 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 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, forever, subject to the conditions and limitations herein contained.

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

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

Grantor has entered into an option agreement with Alden T. Shotwell, Clyde R. Brown and Fred A. Green, under the terms of which said parties have the right to purchase the above described property, all of which will appear more fully by reference to said option agreement dated January 7th, 1930, duly recorded in Mortgage Book 157, page 62, of the public records of Ouachita Parish, Louisiana, same made a part hereof by reference. Should said parties purchase the above described property under the terms of said option agreement, or of any renewal thereof, and the location of the right of way as herein noted proves unsatisfactory to said parties, or their assigns, grantee hereby specially obligates and binds itself to remove its poles, wires, or other equipment, from the right of way hereinabove noted to a new one

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to be designated by said parties or their assigns.

It is further agreed and understood that should the sale referred to in above paragraph not be consummated and grantors wish to develop the whole of said property, out of which said right of way is taken, either as industrial, commercial or residence property and the right of way herein granted and located should in the opinion of grantor or their assigns interfere with and hamper such development, said right of way will be re-located and the power lines constructed thereon so rebuilt as to not interfere with such development.

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 Monroe, 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 value of such trees, as timber, when removed.

IN WITNESS WHEREOF, The Grantor signs this instrument at New York City, on this 10th day of October 1930, in the presence of two competent witnesses, who sign, as such, with the Grantor after due reading.

K. S. Brekke  
Robert Wetzler

Mrs. Peola Gratz  
Individually and as Guardian for  
Minors, Joseph Gratz, Jr. and Jane Gratz.

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LOUISIANA POWER & LIGHT CO.  
By A. O. Evans

Tom Hardeman

H. G. Sholars

STATE OF NEW YORK  
COUNTY OF New York

BEFORE ME, the undersigned authority, personally came and appeared K. S. Brekke who being first duly sworn, did depose and say that she signed the within and foregoing instrument as a wit-

