Exhibit C. Port of Columbia Site Property Deed Report

CASH DEED

YLED AND RECORDE

ç

BE IT KNOWN, that before the undersigned Notaries Public, duly commissioned and qualified, and acting in their respective Parish/County and State, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

JEANETTE MURPHY HOLCEK (SS# 5228), the widow of Joseph Franklin Holcek, Jr., a major resident of Ouachita Parish, Louisiana ("VENDOR"),

who declared that she does by these presents, GRANT, BARGAIN, SELL, CONVEY

AND DELIVER, with full guarantee of title, and with complete transfer and

subrogation of all rights and actions of warranty against all former proprietors of the

property herein conveyed, together with all rights of prescription, whether acquisitive

or liberative, to which said vendor may be entitled, unto:

COLUMBIA PORT COMMISSION, a political subdivision of the State of Louisiana, organized by the Louisiana Legislature by Act 1962, Number 239 (34:1901), domiciled in the Parish of Caldwell, State of Louisiana, represented herein by its duly authorized agent, Robert Frazier ("VENDEE"),

the following described property to-wit:

A certain tract or parcel of land being situated in Sections 19, 41, 42 and 48, Township 14 North, Range 4 East, and Sections 13, 24 and 44, Township 14 North Range 3 East, Caldwell Parish, Louisiana, and being more particularly described as follows:

Commence at the Northwest corner of Section 19, T14N, R4E, Caldwell Parish, Louisiana, and proceed South 01 degrees 22 minutes West a distance of 2073.20 feet; thence proceed South 51 degrees 40 minutes East a distance of 897.50 feet to the East right of way line of a Caldwell Parish Road and the POINT OF BEGINNING; thence proceed North 51 degrees 40 minutes West a distance of 141.37 feet; thence proceed South 39 degrees 44 minutes 22 seconds West along a common property line with the U.S. Corps of Engineers a distance of 283.73 feet to a point on the toe of the Ouachita River Levee; thence run the following courses along the toe of said Ouachita River Levee: North 65 degrees 46 minutes 57 seconds West a distance of 1,128.22 feet; North 07 degrees 10 minutes 36 seconds East a distance of 462.30 feet; North 05 degrees 41 minutes 38 seconds West a distance of 422.61 feet; North 25 degrees 21 minutes 52 seconds West a distance

Page 1 of 4

of 618.90 feet; North 39 degrees 13 minutes 22 seconds West a distance of 184.82 feet to a point in a fence line; thence proceed north 50 degrees 50 minutes 21 seconds East along said fence line a distance of 1400.00 feet; thence proceed North 56 degrees 03 minutes 31 seconds East along said fence line a distance of 355.65 feet to a point in the centerline of the Union Pacific Railroad; thence proceed South 58 degrees 10 minutes 41 seconds East along the centerline of said Railroad a distance of 1647.81 feet; thence proceed South 58 degrees 12 minutes 42 seconds East along the centerline of said Railroad a distance of 2208.77 feet; thence proceed South 54 degrees 52 minutes 10 seconds East along the centerline of said railroad a distance of 427.14 feet; thence proceed South 23 degrees 22 minutes 29 seconds West a distance of 656.84 feet; thence proceed North 77 degrees 57 minutes 25 seconds West a distance of 1,753.43 feet to a point that is a common property corner of a 20.08 acre tract owned by T. L. James and Company, Inc.; thence run the following courses along the common property line with said 20.08 acre tract: North 20 degrees 09 minutes 40 seconds West a distance of 161.21 feet; North 69 degrees 33 minutes 40 seconds West a distance of 338.10 feet; North 81 degrees 06 minutes 50 seconds West a distance of 134.94 feet; North 62 degrees 16 minutes 40 seconds West a distance of 427.57 feet; South 30 degrees 14 minutes 40 seconds West a distance of 145.55 feet; South 34 degrees 12 minutes 30 seconds West a distance of 108.57 feet; South 39 degrees 09 minutes 40 seconds West a distance of 150.80 feet; South 28 degrees 21 minutes 00 seconds West a distance of 172.53 feet; South 16 degrees 37 minutes 20 seconds West a distance of 317.70 feet; South 17 degrees 43 minutes 50 seconds West a distance of 190.80 feet to the POINT OF BEGINNING; containing approximately 175 acres, more or less, and being subject to the right of way of the Union Pacific Railroad Company, the right of way of a Caldwell Parish Asphalt Road, and all of the rights of way, easements and servitudes of record or of use.

LESS AND EXCEPT the following property:

A certain tract or parcel of land being situated in Sections 19, 41, and 42 of Township 14 North, Range 4 East, Caldwell Parish, Louisiana, and being more particularly described as follows:

Commence at the Northwest corner of Section 19, T14N, R4E, Caldwell Parish, Louisiana, and proceed South 01 degrees 22 minutes West a distance of 2073.20 feet; thence proceed South 51 degrees 40 minutes East a distance of 897.50 feet to the East right of way line of a Caldwell Parish Road; thence proceed North 51 degrees 40 minutes West a distance of 141.37 feet; thence proceed South 39 degrees 44 minutes 22 seconds West along a common property line with the U.S. Corps of Engineers a distance of 283.73 feet to a point on the toe of the Acadia River Levee; thence run the following courses along the toe of said Acadia River Levee: North 65 degrees 46 minutes 57 seconds West a distance of 1128.22 feet; North 07 degrees 10 minutes 36 seconds East a distance of 462.30 feet; North 05 degrees 41 minutes 38 seconds West a distance of 422.61 feet; North 25 degrees 21 minutes

52 seconds West a distance of 618.90 feet; North 39 degrees 13 minutes 22 seconds West a distance of 184.82 feet to a point in a fence line; thence proceed north 50 degrees 50 minutes 21 seconds East along said fence line a distance of 1400.00 feet; thence proceed North 56 degrees 03 minutes 31 seconds East along said fence line a distance of 355.65 feet to a point in the centerline of the Union Pacific Railroad; thence proceed South 58 degrees 10 minutes 41 seconds East along the centerline of said Railroad a distance of 1647.81 feet, to the POINT OF BEGINNING; thence proceed South 58 degrees 12 minutes 42 seconds East along the centerline of said Railroad a distance of 2208.77 feet; thence proceed South 54 degrees 52 minutes 10 seconds East along the centerline of said railroad a distance of 427.14 feet; thence proceed South 23 degrees 22 minutes 29 seconds West a distance of 656.84 feet; thence proceed North 77 degrees 57 minutes 25 seconds West a distance of 1753.43 feet to a point that is a common property corner of a 20.08 acre tract owned by T. L. James and Company, Inc.; thence run the following courses along the common property line with said 20.08 acre tract: North 20 degrees 09 minutes 40 seconds West a distance of 161.21 feet; North 69 degrees 33 minutes 40 seconds West a distance of 338.10 feet; North 81 degrees 06 minutes 50 seconds West a distance of 134.94 feet; North 62 degrees 16 minutes 40 seconds West a distance of 427.57 feet; thence run Northeast along the right of way line of a Caldwell Parish Road to the POINT OF BEGINNING, containing 50 acres, more or less, and being subject to the right of way of the Union Pacific Railroad Company, the right of way of a Caldwell Parish Asphalt Road, and all of the rights of way, easements and servitudes of record or of use.

TO HAVE AND TO HOLD said described property unto said vendee, their heirs and assigns forever.

This sale is made for the consideration of the sum of THREE HUNDRED TWELVE THOUSAND FIVE HUNDRED DOLLARS and no/100 (\$312,500.00) cash in hand paid, the receipt and sufficiency of which is acknowledged. The purchase price is for 125 acres at \$2,500.00 per acre.

VENDOR warrants that there are no liens, mortgages, or encumbrances against said property. VENDOR further warrants that property is free of CERCLA defined hazards and petroleum products identified in the environmental assessment as existing or suspected."

VENDOR assigns any and all leases, presently or future leases, encumbering the property including all rents, income, losses, and any other revenues generated from the property whether accumulated or to be accumulated.

Page 3 of 4

Property taxes for the current year shall be prorated between the VENDEE and VENDOR as of the date of the act of sale. VENDOR shall be responsible for all taxes, if any, for any prior years.

VENDOR and VENDEE agree that all crop rents and leases applicable to the described property and in effect as of the date of the act of sale shall be divided between the VENDOR and VENDEE, with VENDOR to receive 41.67% and VENDEE to receive 58.33%. This provision shall apply regardless of when the rents are paid, and if paid completely to the VENDEE, VENDEE agrees to promptly remit payment to VENDOR.

The Certificate of Mortgage is hereby waived by the parties.

Taxes for the year 2007 will be paid by Vendee AL Man-

THUS DONE AND SIGNED in Ouachita Parish, State of Louisiana, in the presence of me, Notary, and the undersigned witnesses on this $22 \stackrel{\circ}{=} d$ day of October, 2007.

ATTEST:

hatham

B AdAMS

Jeanette Murphy Hoicek, Vendor

Cølumbia Port Commission, Vendee Robert B. Frazier, Presiden

Holeck Cash Deed, Second Tract.wpd

Page 4 of 4

	KIVERTON - J	ERVICE 10	ERRAL -	LIVER
Line/Project Identifica	ition: SERVICES A-	T 131 DIVER	STON CAM	0 Dr
CEA# 24902	O WR#	450365		" TP,

Overhead **RIGHT-OF-WAY INSTRUMENT** ENTERGY LOUISIANA, LLC.

KNOW ALL MEN BY THESE PRESENTS THAT: Columbia Port Comm. Grantor(s), whose permanent address is 212 Jackson St. Columbia, LA 71418 individually, and for, and on behalf of, my/our heirs, successors, assigns and any other person claiming the ownership to the property hereinafter described, collectively "Grantor", for and in consideration of ONE DOLLAR (S), in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, assign, convey unto and warrant and defend Entergy Louisiana, LLC., and its successors and assigns, collectively "Grantee", a right-of-way, servitude and easement for the location, construction, reconstruction, improvements, repairs, operation, inspection, patrol, replacement and maintenance of electric power and communication facilities, or the removal thereof, now or in the future, including, but not necessarily limited to, poles, cross arms, insulators, wires, cables, conduits, hardware, transformers, switches, guy wires, anchors and other equipment, structures, material and appurtenances, now or hereafter used, useful or desired in connection therewith by Grantee over, across, under or on that land of Grantor in the Parish of <u>CALDUELL</u>, State of Louisiana described as follows, to-wit:

> A certain tract of land in the ____ of the ____

Section <u>44* 41</u> Township <u>14N</u> Range 04E

The right of way herein granted is <u>60</u> feet in width, <u>30</u> feet each way from the centerline as constructed.

The approximate location of said centerline and of the right of way herein granted is as shown on attached sketch hereto and made a part hereof.

together with the right of ingress and egress to and from the said right-of-way across the adjoining land of the Grantor and the right to attach wires and cables of any other party to Grantee's facilities.

Grantee shall have the full and continuing right to clear and keep clear trees, limbs, and/or other vegetation which the Grantee considers a hazard to any of its electric power or communications facilities or a hazard to the rendering of adequate and dependable service to Grantor or any of Grantee's customers, by use of a variety of methods used in the vegetation management industry.

Grantor shall not construct or permit the construction of any structure, obstruction or other hazard within the said right-of-way, including but not limited to, house, barn, garage, shed, pond, pool or well, excepting only Grantor's fence(s) and Grantee's facilities. Grantor shall not construct or permit the construction of any buildings or other structures on land adjoining said right-of-way in violation of the minimum clearances from the lines and facilities of Grantee, as provided in the National Electrical Safety Code.

IN WITNESS WHEREOF, Grantor has executed this Right-of-Way Instrument on this 4 day of December_ , 2006

STATE OF LOUISIANA PARISH OF Cadwell

WITNESSES:	GRANTOR:
8 0 11	GRANTOR Cojumbia Port Commission
(Sign) Emma Jem Kichardan	(Sign) Robert Bruce Frazier
(Print Name) Hay and lean Richardson	(Sign) Robert Bruce Frazier (Print Full Name) Columbia Port Commission
47 11	Robert Bruce Frazier
(Sign) Clonez Joung	(Sign)
(Print Name) VONEZ YOUN C	(Print Full Name)

ACKNOWLEDGMENT

STATE OF LOUISIANA aldwell PARISH OF

BEFORE ME the undersigned notary, personally came and appeared <u>Kolust Bruss Flagier</u> who being first sworn, did depose and say that he/she signed the foregoing instrument as a witness in the presence of Grantor, and another subscribing witness, all of whom signed in my presence, each signing in the presence of all the others, and that all of said signatures thereto are genuine and correct,

Eng Appearer

Sonnie 7.

Sworn to and subscribed before me this 4 day of Mcember

Print Name:

Domie 7.

Grantee's Permanent Mailing Address 2901 Cypress Street, West Monroe, LA 71291

Bar Roll # or Notary I.D. 30.507





ROAD RIGHT OF WAY AGREEMENT

This Agreement is made and entered into this 19th day of December, 2007, by and between **COLUMBIA PORT COMMISSION**, a political subdivision of the State of Louisiana, organized by the Louisiana Legislature by Act 1962, Number 239 (34:1901), domiciled in the Parish of Caldwell, State of Louisiana, represented herein by its duly authorized agent, Robert Frazier, sometimes hereinafter referred to as "Grantor", and **JESSEE EDWARD JAMES**, husband of Lisa James, whose address is 310 Wiles Road, Columbia, LA 71418, sometimes hereinafter referred to as "Granter", who declare that under the covenants, conditions and stipulations hereinafter recited, Grantor does hereby grant, donate, confirm, transfer and deliver unto Grantee, a servitude and right-of-way over and across the following described property in the Parish of Caldwell, Louisiana, to-wit:

> A certain tract or parcel of land being situated in Sections 19, 41, 42 and 48, Township 14 North, Range 4 East, and Sections 13, 24 and 44, Township 14 North Range 3 East, Caldwell Parish, Louisiana, and being more particularly described as follows:

> Commence at the Northwest corner of Section 19, T14N, R4E, Caldwell Parish, Louisiana, and proceed South 01 degrees 22 minutes West a distance of 2073.20 feet; thence proceed South 51 degrees 40 minutes East a distance of 897.50 feet to the East right of way line of a Caldwell Parish Road and the POINT OF BEGINNING; thence proceed North 51 degrees 40 minutes West a distance of 141 .37 feet; thence proceed South 39 degrees 44 minutes 22 seconds West along a common property line with the U.S. Corps of Engineers a distance of 283.73 feet to a point on the toe of the Ouachita River Levee; thence run the following courses along the toe of said Ouachita River Levee: North 65 degrees 46 minutes 57 seconds West a distance of 1,128.22 feet; North 07 degrees 10 minutes 36 seconds East a distance of 462.30 feet; North 05 degrees 41 minutes 38 seconds West a distance of 422.61 feet; North 25 degrees 21 minutes 52 seconds West a distance of 618.90 feet; North 39 degrees 13 minutes 22 seconds West a distance of 184.82 feet to a point in a fence line; thence proceed north 50 degrees 50 minutes 21 seconds East along said fence line a distance of 1400.00 feet; thence proceed North 56 degrees 03 minutes 31 seconds East along said fence line a distance of 355.65 feet to a point in the centerline of the Union Pacific Railroad; thence proceed South 58 degrees 10 minutes 41 seconds East along the centerline of said Railroad a distance of 1647.81 feet; thence proceed South 58 degrees 12 minutes 42 seconds East along the centerline of said Railroad a distance of 2208.77 feet; thence proceed South 54 degrees 52 minutes 10 seconds East along the centerline of said railroad a distance of 427.14 feet; thence proceed South 23 degrees 22 minutes 29 seconds West a distance of 656.84 feet; thence proceed North 77 degrees 57 minutes 25 seconds West a distance of 1,753.43 feet to a point that is a common property corner of a 20.08 acre tract owned by T. L. James and Company, Inc.; thence run the following courses along the common property line with said 20.08 acre tract: North 20 degrees 09 minutes 40 seconds West a distance of 161.21 feet; North 69 degrees 33 minutes 40 seconds West a distance of 338.10 feet; North 81 degrees 06 minutes 50 seconds West a distance of 134.94 feet; North 62 degrees 16 minutes 40 seconds West a distance of 427.57 feet; South 30 degrees 14 minutes 40 seconds West a distance of 145.55 feet; South 34 degrees 12 minutes 30 seconds West a distance of

108.57 feet; South 39 degrees 09 minutes 40 seconds West a distance of 150.80 feet; South 28 degrees 21 minutes 00 seconds West a distance of 172.53 feet; South 16 degrees 37 minutes 20 seconds West a distance of 317.70 feet; South 17 degrees 43 minutes 50 seconds West a distance of 190.80 feet to the POINT OF BEGINNING; containing approximately 175 acres, more or less, and being subject to the right of way of the Union Pacific Railroad Company, the right of way of a Caldwell Parish Asphalt Road, and all of the rights of way, easements and servitudes of record or of use.

LESS AND EXCEPT the following property:

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This road right-of-way agreement shall be for a period of 5 years beginning on

December 19, 2007 (effective date).

Grantor reserves the right to grant oil, gas and mineral leases to other companies during the term of this lease. Grantee shall be made aware of current oil, gas and mineral leases affecting the area to which Grantee wishes to construct a road. Grantee shall be advised that Southwestern Energy Production Company (hereinafter "SEPCO") is the current lease holder and is currently utilizing the access road that Grantee wishes to utilize and Grantee shall cause nothing to impede SEPCO's access at any time.

Grantee shall be responsible for keeping and maintaining the road right-of-way herein in reasonably serviceable condition. Grantee shall provide shell or limestone to be put on the road to keep it in reasonably serviceable condition. Any and all grading to be done on the road shall be done by Grantee, Ed James, upon the request of Columbia Port Commission or SEPCO.

This road right-of-way is granted for the purpose of providing Grantee with access to his residence and no other use. This road right-of-way shall not be assigned, subleased or transferred to any party without the written permission of Grantor and SEPCO. Grantee may terminate this agreement by giving Grantor 30 days advance written notice thereof, however Grantee shall still have the obligation and responsibility of repairing any damages to the road and such shall survive termination.

Grantee is also given the right and option to renew this road right-of-way agreement for an additional period of 5 years after the primary term hereof has expired. Grantee shall give Grantor 30 days advance written notice of its intent to exercise the said option.

Grantor and Grantee agree to hold SEPCO harmless from anything caused as a result of Grantee's usage of the road and Grantee recognizes his usage is at his sole risk.

In the event Grantee does not keep his maintenance current, SEPCO shall handle same and bill Grantee. This is considered a mandatory and enforceable part of this agreement and could lead to Grantee's loss of right to use said road.

This agreement may be signed in any number of counterparts, each of which shall be binding on the party or parties so signing.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and,

date herein above first written.

WITNESSES:

COLUMBIA PORT COMMISSIC

REPRESENTED HEREIN BY ROBERT

JESSE EDWARD JAMES

STATE OF LOUISIANA

PARISH OF CALDWELL

BEFORE ME, the undersigned Notary Public, on this day personally appeared, who, being by me duly sworn, stated that $\underline{\text{Timory A. Nogert}}$ was one of the subscribing witnesses to the foregoing instrument and that the same was signed by **COLUMBIA PORT COMMISSION** (Grantor, as above mentioned) and **JESSEE EDWARD JAMES** (Grantee, as above mentioned) in <u>his</u> presence and in the presence of the other subscribing witness(es).

JImmy A. Nugert

_ED AND RECORDE

PH

day of <u>Combu</u> 2007 at Caldwell Parish, Louisiana.

NOTARY PUBLIC

Cheryl D. Lively Deputy Clerk of Court And Ex-Officio Notary Notary Number: 75068

000124

THIS DOCUMENT WAS NOT PREPARED BY ME: NOTARY PUBLIC BUT WAS PRESENTED TO ME TO BE NOTARIZED AT THE TIME OF SIGNING.

STATE OF LOUISIANA	Line/Project Identifica	tion: <u>Colu</u>	India - Mi Ioration L 508104	ove Line For	e Riley
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Columbia Port	(non'issian			PRESENTS	THAT: Grantor(s),
whose permanent address is	P.O. 150x 367	Colum	hia, La 7	1418	acting
swnership to the property here S), in hand paid, and other acknowledged, does hereby g uccessors and assigns, collect econstruction, improvements, and communication facilities, poles, cross arms, insulators, v equipment, structures, materia by Grantee over, across, unde lescribed as follows, to-wit:	r good and valuable co rant, assign, convey un ively "Grantee", a right- repairs, operation, insp or the removal thereof, vires, cables, conduits, h l and appurtenances, no	ctively "Gra- onsideration to and war -of-way, ser- pection, patr now or in t hardware, tro w or hereaf	antor", for and i , the receipt ar rant and defend vitude and case ol, replacement he future, includ ansformers, switter used, useful	n consideration of C ad sufficiency of w l Entergy Louisiana ment for the location and maintenance of ling, but not necessa tches, guy wires, and or desired in connec	NE DOLLAR hich is hereby , LLC, and its , construction electric power rily limited to chors and other
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Secti	ion 41+19 Townsh	hip <u>14</u> N	Range	E	12
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the Grantee considers a hazard f adequate and dependable se- the vegetation management inco- frantor shall not construct or light-of-way, including but no ence(s) and Grantee's facilitie tructures on land adjoining sa frantee, as provided in the National States of S	permit the construction t limited to, house, ban es. Grantor shall not co id right-of-way in violat	of Grantee's of any stru n, garage, s onstruct or tion of the r	customers, by icture, obstructi hed, pond, pool	on or other hazard or well, excepting	within the said only Grantor's
N WITNESS WHEREOF,	Grantor has execute	d this Ri	ght-of-Way Ins	strument on this d	20th day of
VITNESSES.	(GRANTOR	10	2 - - -) Ka
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Rev. 06/09-ELL) Michael Gulab					

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FILED AND RECORDED FILED AND RECORDED 2010 NOV -5 AM 9: 38 2010 NOV -5 AM 9: 38 BY D. LONG COLONDULY PULL BY GLERK & RECORDER PULL

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STATE OF LOUISIANA PARISH OF CALDWELL

AGREEMENT TO PURCHASE AND SELL REAL ESTATE

This agreement is made as of the hereinafter shown dates of execution by the parties hereto; and is binding between the following parties:

SELLER: COLUMBIA PORT COMMISSION, a political subdivision of the State of Louisiana, organized by the Louisiana Legislature by Act 1962, Number 239 (34:1901), domiciled in the Parish of Caldwell, State of Louisiana, represented herein by its duly authorized agent, Robert Frazier, as per resolution attached hereto;

BUYER:

EAST COLUMBIA WATER DISTRICT, a political subdivision corporation domiciled in Caldwell Parish, Louisiana, whose mailing address is P.O. Box 912, Columbia, Louisiana 71418, and which is represented herein by Dale Powell, its dully authorized representative; do hereby agree as follows:

Whereas the SELLER is the owner of certain real property situated in Caldwell Parish, Louisiana and described herein, referred to herein as "the PROPERTY"; and whereas the BUYER agrees to purchase and the SELLER agrees to sell "the PROPERTY" for and in consideration of TWENTY NINE THOUSAND AND NO/100 DOLLARS (\$29,000.00) payable at closing. The parties hereto agree to mutual covenants and conditions contained in this agreement.

I. SURVEY

The parties hereto agree that a survey of the property will be required.

II. PROPERTY TO BE CONVEYED

All their right, title and interests in and to the property more fully described on the survey. The property to be sold is 8 Acres at the Columbia Port Commission's property adjacent to the Riverton Lake Campground Road. The seller's specifically agree to sell 8 acres located East of the Union Pacific R.R. and west of the Riverton Lake Campground Road along the western edge of seller's property. The sales price also includes a 60 foot servitude along the east Union Pacific Rail Road right of way. The sales price also includes a servitude along the east Union Pacific Rail Road right of way. The sales price also includes a to allow buyer's utility access to the Ouachita River.

III. RIGHT TO INSPECT THE PROPERTY

The BUYER or its authorized representative(s) shall have the right, at any time after the execution of this agreement and at its sole costs and expense, to enter "the PROPERTY" and inspect "the PROPERTY" for any lawful purpose, related to due diligence.

IV. CLOSING OF THE SALE

The sale shall be closed at the earliest available date.

V. MINERAL RIGHTS

SELLER to reserve all its right, title and interest to oil, gas, and other mineral rights owned by the SELLER.

VI. WARRANTIES AND REPRESENTATIONS OF SELLERS

SELLER warrants and represents that at the time of closing:

1. SELLER shall have good and merchantable title to "the PROPERTY"; Property to be conveyed by Warranty Deed subject to any and all easements of record or use, free and clear of all liens, mortgages, judgments or other such encumbrances.

2. The SELLER makes no other warranty as to condition of "the PROPERTY" and both SELLER and BUYER agree that "the PROPERTY" is being purchased in <u>"as is"</u> condition.

VII. CONDITIONS OF THE SALE

None:

B.

VIII. TAXES AND ASSESSMENTS

The parties to this agreement agree that 2011 property taxes, if any, will be prorated with the SELLER having the responsibility for the payment of taxes through the date of closing.

IX. CLOSING COSTS

The following costs to be paid by BUYER:

A. Their attorney's fees, if any;

Recording costs;

Pro rata share of 2011 property taxes, if any.

X. ASSIGNMENT AND SUCCESSION

This agreement shall be binding upon and inure to the benefit of the heirs, successors, administrators, executors and assigns of the respective parties.

XI. MODIFICATION

No modification of this Agreement shall be valid or binding unless such modification is in writing, duly dated and signed by both parties.

XI I. EXECUTION IN COUNTERPARTS

This agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be considered to constitute one and the same instrument.

THUS DONE AND SIGNED at Columbia, Louisiana, on this the day of September 2011 in the presence of the undersigned competent witnesses, who sign with appearers and me, Notary, after due reading of the whole.

000244

WITNESSES:

Sign Name of Witness

COLUMBIA PORT COMMISSION

ockey itness

gn name of tness

Print Name of Witness

GILICON

East Columbia Water District

NOTARY PUBLIC Notary or LSBA Number _ 30.507

F. M. Grew)d nnie

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HED AND RECORDE

AH IO:

Print Name of Notary