

**Exhibit E3 - ROW - City of Lake Charles #1
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 :
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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

File Number : 2850898

Book : 3432 **Page :** 459

Recording Pages : 6

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) : 10:36:31AM



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Deputy Clerk

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515

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 14 day of February, 2007.

WITNESSES:

CHENNAULT INTERNATIONAL AIRPORT AUTHORITY

[Signature]
Printed: W. Sargent

[Signature]
BY: Charles Harvey
TITLE: Deputy Director

[Signature]
Printed: BRENDA CUMINI

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

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

WITNESSES:

Printed: _____

Printed: _____

CITY OF LAKE CHARLES

By: *Randy Roach*
MAYOR RANDY ROACH

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:	<u><i>Billy E. Lofth, Jr.</i></u>
	Billy E. Lofth, Jr., City Attorney
Date:	<u><i>10-17-07</i></u>
<input checked="" type="checkbox"/>	Authorization ordinance attached.
<input type="checkbox"/>	No ordinance approval required.

EXHIBIT A

CHENNAULT INTERNATIONAL AIRPORT AUTHORITY

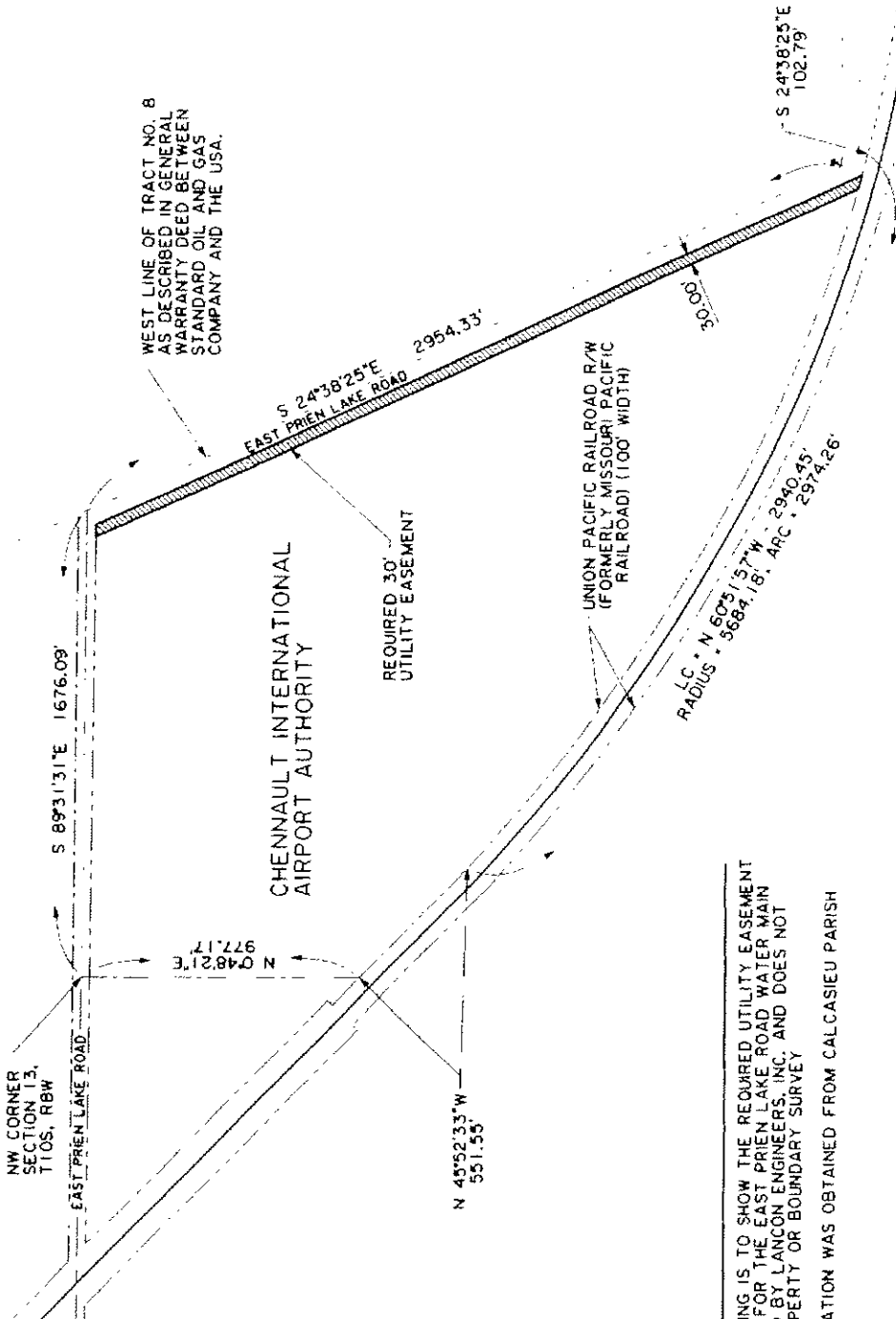
**TRACT OF LAND LOCATED SOUTH AND WEST
OF EAST PRIEN LAKE ROAD**

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

THE EASTERN 30 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND, COMMENCING AT THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 10 SOUTH, RANGE 8 WEST, CALCASIEU PARISH, LOUISIANA; THENCE SOUTH 89 DEGREES 31 MINUTES 31 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 13, A DISTANCE OF 1676.09 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 THE WEST LINE OF SAID TRACT NO. 8, A DISTANCE OF 2954.33 FEET TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTH 24 DEGREES 38 MINUTES 25 SECONDS EAST, ALONG A PROJECTION OF THE WEST LINE OF SAID TRACT NO. 8, A DISTANCE OF 102.79 FEET TO THE NORTH LINE OF MISSOURI-PACIFIC RAILROAD RIGHT-OF-WAY, ACQUIRED BY DEED RECORDED IN CONVEYANCE BOOK 553, AT PAGE 14, RECORDS OF CALCASIEU PARISH, LOUISIANA; THENCE WESTERLY, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5684.18 FEET AND A LONG CHORD WHICH BEARS NORTH 60 DEGREES 51 MINUTES 57 SECONDS WEST, HAVING A LENGTH OF 2940.45 FEET, A DISTANCE OF 2974.26 FEET TO THE POINT OF TANGENT; THENCE NORTH 45 DEGREES 52 MINUTES 33 SECONDS WEST, CONTINUING ALONG SAID NORTH LINE, A DISTANCE OF 551.55 FEET TO THE WEST LINE OF SAID SECTION 13; THENCE NORTH 0 DEGREES 48 MINUTES 21 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF 977.17 FEET TO THE POINT OF COMMENCEMENT, CONTAINING 100.337 ACRES, MORE OR LESS, AND SUBJECT TO A PUBLIC ROAD RIGHT-OF-WAY ALONG THE NORTHERN AND EASTERN SIDES THEREOF.

LESS, SAVE AND EXCEPT, THERE IS HEREBY EXPRESSED RESERVED AND RETAINED BY GRANTOR A SERVITUDE, EASEMENT AND RIGHT OF PASSAGE OVER AND ACROSS THE LEASE ROAD RUNNING FROM THE SOUTHERLY LINE OF EAST PRIEN LAKE ROAD SOUTH ACROSS THE RAILROAD TRACKS FOR INGRESS AND EGRESS BY GRANTOR AND ITS SUCCESSORS AND ASSIGNS.

NOT TO SCALE



WEST LINE OF TRACT NO. 8 AS DESCRIBED IN GENERAL WARRANTY DEED BETWEEN STANDARD OIL AND GAS COMPANY AND THE USA.

CHENNAULT INTERNATIONAL AIRPORT AUTHORITY

REQUIRED 30' UTILITY EASEMENT

UNION PACIFIC RAILROAD R/W (FORMERLY MISSOURI PACIFIC RAILROAD) (100' WIDTH)

L.C. N 60°31'57\"/>

NW CORNER SECTION 13, T10S, R8W

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

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

LEGEND:

INDICATES REQ'D. 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. CIVIL AND CONSULTING ENGINEERS 545 WEST HUNTER STREET, SUITE 100 METairie, LA 70002 FAX: 504-885-4337	CITY OF LAKE CHARLES WATER MAIN LOOPING EAST PRIEN LAKE ROAD FROM CARVER ROAD 1.2 MILES EAST CITY OF LAKE CHARLES PROJECT NO. WTRM06		PROJECT NO. 07-014
	DESIGNED: L. LANCON CHECKED: L. LANCON	DETAILER: G. BRUNO DATE: 07/27/2007	DATE PLOTTED: 08/08/07





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