

Relocate Section of South Monroe - Standard 115 KV
Line for U. S. Highway No. 165 By-pass (Monroe),
State Project No. 15-31-01

LINE

LOUISIANA POWER & LIGHT COMPANY

RIGHT OF WAY

**Exhibit E2: Louisiana Power and Light
Right of Way Permit - 1960
Charleston Site**

STATE OF LOUISIANA,

PARISH OF

KNOW ALL MEN BY THESE PRESENTS: That **MRS. PEOLA GRATZ, individually and as Agent and Attorney-in-Fact for JOSEPH GRATZ, JR. and MRS. JANE GRATZ SCHLESS**

of lawful age, resident of

State of

Grantor, in full consideration of the sum of **grantors' interest in the total amount of one thousand sixty-five and no/100 - -**

Dollars (\$ **1,065.00**), cash in hand paid, and other valuable considerations, receipt of which is hereby acknowledged, does, by these presents, grant, convey, warrant and deliver unto LOUISIANA POWER & LIGHT COMPANY, its successors and assigns (herein called Grantee), the right, privilege and easement forever to construct, operate and maintain a transmission line, consisting 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 (100)** feet in width with the center line of said transmission line as constructed as the center thereof, and the right to open, clear and maintain said Right of Way and to keep the same clear of underbrush, trees and other obstructions which in 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 said Right of Way for the purpose of constructing, maintaining, repairing, replacing, operating or removing at will said transmission line and appurtenances thereto upon, over and across the following

described lands, situate in the Parish of **Ouachita**

State of Louisiana, to-wit: **Lots 6, 7, 13 and 19 of the Terminal Investment Company's Subdivision of Charleston Plantation in Southwest quarter of Northeast quarter (SW¹/₄ of NE¹/₄), Southeast quarter of Northwest quarter (SE¹/₄ of NW¹/₄) and Northeast quarter of Northwest quarter (NE¹/₄ of NW¹/₄), all in Section 21, Township 17 North, Range 4 East.**

In addition to the above 100-foot wide right of way, Grantee is also granted enlargements thereof for the installation of necessary guys, anchors and appurtenances, all as shown in RED shading on Drawing No. B 7143, a copy of which is annexed hereto and made a part hereof.

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 to 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 full use of said Right of Way and the right to cultivate and otherwise use said Right of Way, except for the purposes 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:

Right of way and timber damages included.

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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 **West 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 further consideration of the price hereby stated herein, the Grantor hereby agrees to pay to the Grantee, within thirty days after the date of this instrument, the sum of **one hundred (100) dollars** for the purchase of an additional Right of Way, fifty feet in width adjoining and parallel to said above described Right of Way, for the construction, operation and maintenance of an additional electric transmission line, subject to the same terms and conditions hereinabove stipulated, and shall pay to the Grantor the value of said land for such additional Right of Way the same as is paid for the Right of Way herein conveyed.

IN WITNESS WHEREOF, the Grantor signs this instrument at

on this **21st** day of **August** 19**60** in the presence of two competent witnesses, who sign, as such, with the Grantor after due reading.

WITNESSES:

Mrs. Peola Gratz, Individually

Peola
Mary Ann

Mrs. Peola Gratz, as Agent and Attorney-in-Fact for Joseph Gratz, Jr. and Mrs. Jane Gratz Schless

NEW YORK
STATE OF LOUISIANA,
COUNTY OF NEW YORK
PARISH OF

C. C. Rose

Before me, the undersigned authority, personally came and appeared **C. C. Rose** who being first duly sworn, did depose and say that he signed the within foregoing instrument as a witness, in the presence of the Grantor and another subscribing witness, all of whom signed in his presence, each signing in the presence of all the others, and that all of said signatures thereto are genuine and correct.

Sworn to and subscribed before me this **31st** day of **August** 19**60** A. D., 19**60**
August
Michael Gratz
Notary Public.

Notary Public for New York
No. 1000000000
Qualified in New York County
and Macd. 30, 1962

