

Town & Home

CONVEYANCE BOOK PAGE
2141 004

PREDIAL SERVITUDE OF PASSAGE

STATE OF LOUISIANA

PARISH OF RAPIDES

BY *[Signature]*
DY CLERK & RECORDER
RAPIDES PARISH LA.
2020 MAY 22 PM 1:09

FILED & RECORDED
ROBIN L. HOOTER
CLERK OF COURT

1666705

BEFORE US, the undersigned Notary Publics, duly commissioned and qualified, and in the presence of the undersigned competent witnesses, personally came and appeared

WHITE KNIGHT INVESTMENTS, LLC represented by **HORACE H.**

WHITE, the sole member of **White Knight Investments, LLC**, (TIN xxx-xx-3566), married to and living with Nancy M. White, domiciled in Rapides Parish, whose current mailing address is 424 Azalea Avenue, Pineville, LA 71360

("Grantor")

owner of a tract of land located in Section 5, T5N, R3E of Rapides Parish, State of Louisiana that is more fully depicted on the attached plat of survey located at Conveyance Book 1829, Page 847 and attached to a Right of Way Permit that Horace H. White granted to Cleco Power, LLC located at Conveyance Book 1829, Page 846, who declares that under the covenants, terms, conditions, provisions and stipulations hereinafter recited, he does by these presents hereby grant, transfer and deliver unto

EFFIE MANNAS PARTNERSHIP (TIN: xx-0042434), a Texas Partnership, registered in the State of Texas, whose current mailing address is 782 Hermosa Meadows Rd., Durango, CO 81301; ; represented by David Mannas, one of the registered partners

(“Grantee”)

owner of a tract, located in Section 6, T5N, R3E, immediately to the west of Grantor’s tract of land, all as more fully depicted on the attached plat of survey, and located at Conveyance Book 1829, Page 847, here present and accepting this grant and possession and delivery of a certain predial servitude of passage over and across the tract belonging to Grantor, said predial servitude is a 30 foot utility and right of passage servitude along the northern and western part of the land owned by the Grantors, and is the same area (right of passage) granted to CLECO for an electric line right of way, all as more fully depicted on the attached plat of survey. The servitude in this instance shall extend an additional 30 feet to the south beyond the southernmost point of the CLECO servitude depicted in the attached survey. This predial servitude will give the Grantee access to its land to inspect said land and to remove harvested timber to Stock Landing Road starting at the northeast corner and extending an additional 30 feet to the south.

This servitude is made for good and valuable consideration, the receipt of which is hereby acknowledged, and full acquittance and discharge therefor given. The aforementioned servitude is for the benefit of the tract owned by Grantee burdening the tract owned by Grantor so long as Grantor and Grantee remain in the timber business.

Said predial servitude to run with the land and to be transferred to any and all subsequent owners of said properties. The Cur & Codger Hunting Club is given a first right of refusal to have a hunting lease on Grantee's land as consideration for this predial servitude. The cost of the hunting lease to be determined by the parties. The right of first refusal concerning said hunting lease is given solely to the Cur and Codger Hunting Club so long as Grantor and Grantee remain in the timber business. Grantee agrees to repair all roads listed in the Servitude to their initial state after harvested timber is removed across them.

The Servitude is not dedicated to the public and shall be a private non-exclusive servitude for the purpose of providing passageway, access, ingress, and egress over and across the Servitude Area, and shall be for the use and benefit of each of the present and future owners of both the Dominant and Servient Estates, and their respective present and future successors, assigns, lessees, sublessees, employees, customers and invitees. It is expressly understood and agreed that the Parties do not intend, and in

Dominant and Servient Estates, and their respective present and future successors, assigns, lessees, sublessees, employees, customers and invitees. It is expressly understood and agreed that the Parties do not intend, and in no event shall this Agreement be considered to be, a merger of the Dominant and Servient Estates.

No barrier erected across the Servitude or across the Servitude Area may unreasonably impede passageway, access, ingress, and egress or interfere with the use of the Servitude or the Servitude Area and shall be constructed in a manner that allows reasonable access to the Grantee's property.

Grantee agrees to hold Grantor harmless against all loss for damage, including reasonable attorney's fees arising out of acts of the Grantee, his agents, servers or employees in the construction, use and maintenance of said predial servitude.

Grantee and Grantor agree that the exact location of the servitude may be changed in the future by mutual agreement, to the benefit of both parties.

(SIGNATURE PAGE TO FOLLOW)

THUS DONE AND SIGNED, in Alexandria, Louisiana, in the presence of me,
Notary, and the undersigned competent witnesses, this 21st day of
MAY, 2020.

WITNESSES:

WHITE KNIGHT INVESTMENTS, LLC

Amanda Adams
Witness signature

[Signature]
BY: HORACE H. WHITE - Grantor
(MEMBER)

Printed name: Amanda Adams

Lesley Carter
Witness signature

Printed name: Lesley Carter

[Signature]
NOTARY PUBLIC



Robert L. Bussey
Notary Public ID#17364
Attorney Bar Roll #16840
State of Louisiana
My Commission is for Life

THUS DONE AND SIGNED, in Durango, Colorado, in the presence of me, Notary, and the undersigned competent witnesses, this 6 day of May, 2020.

Witnesses: Maritza Garcia y Fernando Mendoza

[Signature]
Witness Signature

[Signature]
**DAVID MANNAS, on behalf of the
Effie Mannas Partnership – Grantee**

Printed name: Maritza Garcia

[Signature]
Witness signature

Printed name: Fernando Mendoza

**STERLING KYLE FARNSWORTH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20184031897
MY COMMISSION EXPIRES 08/09/2022**

[Signature]
NOTARY PUBLIC

CONVEYANCE
BOOK

1829 017

1212 DORCHESTER AVE.
ALABAMA, LA 71501
PHONE: 318.427.2101
FAX: 318.427.3101



PLAT OF RIGHT OF WAY
DESCRIPTION: THIRTY FOOT ELECTRIC LINE R/W ACROSS THE PROPERTY OF HORACE H. WHITE LOCATED IN SEC. 5,
15N-30E, RAPIDES PARISH, LOUISIANA.

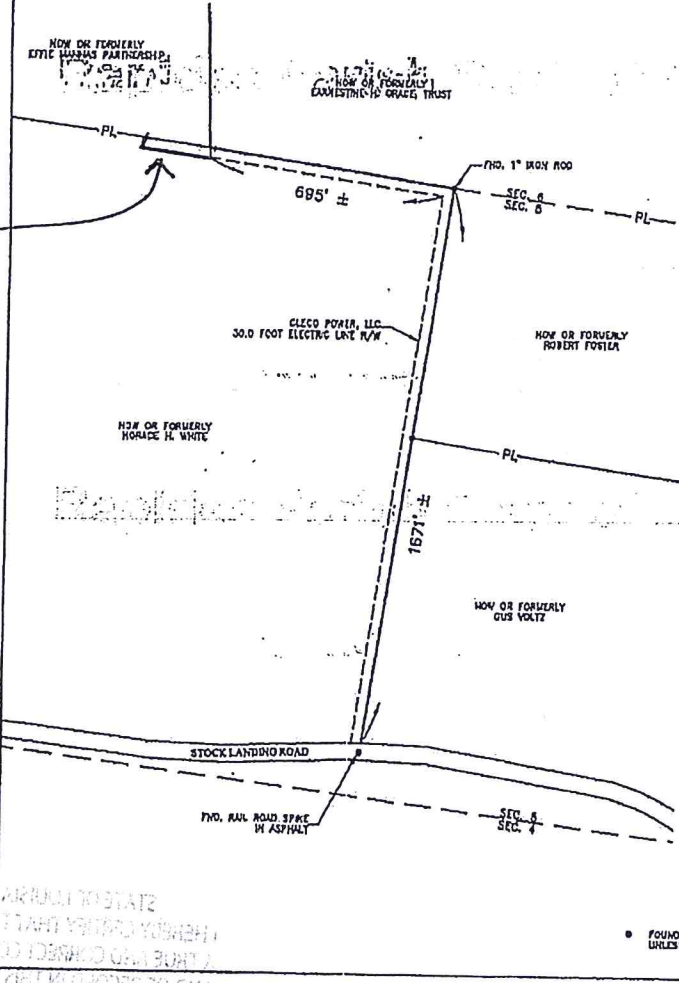
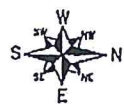
FOR: GLECO POWER, LLC REQUESTED BY: RAPHAEL LUNEAU

DATE: JUNE 28, 2008

SCALE: 1" = 300'

NOTE:
THIS DRAWING DOES NOT REPRESENT A PROPERTY BOUNDARY SURVEY
AND DOES NOT CONFORM TO MINIMUM STANDARDS FOR PROPERTY
BOUNDARY SURVEYS. THIS PLAT DOES REPRESENT AN ACTUAL
GROUND SURVEY.

JOB # S080-08



Additional
30' for
Servitude of
Passage.
(Not to
scale)

LEGEND
● FOUND 1/2" IRON ROD
UNLESS OTHERWISE STATED

STATE OF LOUISIANA
IN PARISH OF RAPIDES
I, HENRY GUYTON, CLERK OF SAID PARISH, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE AND OF RECORD IN THIS OFFICE.
IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL OF OFFICE AT MONROE, LOUISIANA, THIS _____ DAY OF _____, A.D. 2008.
ROBERT L. FOSTER
BY _____
CLERK OF COURT