



St. John The Baptist
Eliana DeFrancesch, Clerk of Court

original filing that was Recorded on
1/19/2017 at 1:35 PM in CO #

0000348355

Eliana DeFrancesch
Deputy Clerk

Tract #: LA-JB-0012-00100

RIGHT-OF-WAY AND SERVITUDE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Parish of St. John the Baptist, State of Louisiana, whose mailing address is 1801 West Airline Highway, LaPlace, Louisiana 70068, represented herein by NATALIE H. ROBOTOM, the PARISH PRESIDENT, a certified copy of authorization is attached hereto and made a part hereof, ("Grantor", whether one or more), for themselves, their heirs, successors, and assigns, for TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and adequacy of which consideration are hereby acknowledged, hereby grant, convey and confirm unto:

Cypress Gas Pipeline, LLC, a Delaware limited liability company, with offices at 1100 Louisiana St., Houston, Texas 77002, mailing address for all correspondence to P.O. Box 4324, Houston, Texas 77210-4324, Attn: Land Dept., its successors and assigns ("Grantee"):

a right-of-way and servitude being sixteen (16) inches in width, with the location of the centerline of said right-of-way and servitude as described on Exhibit "A", and depicted on Exhibit "B", attached hereto and made a part hereof (the "Servitude"), to construct, maintain, operate, repair, alter, replace, relocate, or remove one (1) pipeline, sixteen (16) inches in diameter, for the transportation of oil, natural gas, other gases, water, liquids, or hydrocarbons together with such markers, signs, vents, cathodic protection leads, test stations and other associated or necessary appurtenances, as deemed necessary or desirable by Grantee, upon, over, through and under lands as more particularly described in Exhibits "A" and "B" attached hereto and incorporated herein.

TO HAVE AND TO HOLD this Servitude unto Grantee, its successors and assigns forever.

A) Grantor and Grantee agree:

(1) that Grantee shall pay for any damage to fences, crops or timber, that may result from Grantee's exercise of any of the rights and privileges hereby granted; but after the pipeline has been constructed, Grantee shall not thereafter be liable for any damages resulting from trimming, removing or mowing trees, brush or undergrowth from or within the Servitude and shall not be liable for any damage to personal property or improvements which are prohibited within the Servitude under the terms of this Right-of-Way and Servitude Agreement (the "Agreement"); and

(2) that, if the above described lands are under mortgage, the recited consideration, or any part thereof, may be made jointly to Grantor and the mortgagee(s) of record.

B) In addition to and in furtherance of the rights stated above, Grantee has the right:

(1) of ingress to and egress from the Servitude, as defined above, and the temporary right-of-way workspace, as defined below, in order to effect Grantee's rights granted by this Agreement, at will of Grantee; and

(2) from time to time to mow and otherwise clear and maintain the Servitude and right of way area and to cut and remove all trees, undergrowth and other obstructions that may injure, endanger, or interfere with the rights of Grantee hereunder; and

(3) subject to all of the provisions of this instrument, to use any and all roads now existing or which may hereafter be constructed on the above described land, provided, however, that if Grantee uses existing roads, Grantee will, except for normal wear and tear, repair any damage done thereto by Grantee; and

(4) to use temporary right-of-way workspace during construction of the pipeline or associated facilities as described and depicted on Exhibits "A" and "B", attached hereto. This temporary right-of-way workspace shall terminate three hundred sixty-five (365) days, unless extended by Force Majeure, from the date pipe stringing begins on Grantor's property.

Except as may be specifically otherwise provided in this Agreement, neither party shall be liable for delays in performance or for non-performance directly occasioned or caused by force majeure. The term "Force Majeure", as used in this Agreement, shall mean causes beyond the reasonable control of the party claiming to be affected thereby, including, without limitation, acts of God, storms, war, fire, strikes, lockouts or differences with workers, acts of the public enemy, insurrections, riots, tropical disturbances which are given names by the United States National Hurricane Center, breakage of or damage to machinery or lines of pipe, inability to obtain easements, servitudes or rights of way or pipeline tie-ins, adverse market conditions, or rules or regulations of any governmental authority asserting jurisdiction or control, compliance with which makes continuance of operations impossible. Additionally, should conditions at the Servitude, in the reasonable opinion of Grantee, become such that a continuation of operations would be unduly hazardous, Grantee may suspend operations and such suspension shall be considered a Force Majeure event.

C) Grantee must:

(1) bury the pipeline, excluding appurtenant facilities that are customarily located above grade, at a minimum depth of thirty six (36) inches except in areas of consolidated rock where the minimum depth will be 18 inches;

(2) hold Grantor free and harmless from any and all claims for damages to persons or property arising out of the use and occupancy of this Servitude by Grantee except for those damages to persons or property caused by Grantor's negligence and/or willful misconduct and/or intentional tortious actions or behaviors.

D) Grantor:

(1) may fully use and enjoy the above described lands encumbered by this Servitude, except that such use and enjoyment shall not create hazardous situations, hinder, conflict or interfere with the exercise of Grantee's rights hereunder; but

(2) may not construct, nor permit others to construct, any house, building, or other structure or obstructions on or over this Servitude without the prior written consent of the Grantee; or

(3) may not impound water or other substance, or

(4) may not make any other use of the above described lands which will unreasonably interfere with the rights conveyed to the Grantee herein.

E) The rights of the parties created in this Agreement constitute covenants running with the land and are binding upon and inure to the benefit of Grantor and Grantee, respectively, and their respective heirs, executors, administrators, successors and assigns. Grantee may assign or transfer this Agreement in whole or in part, to one or more assignees.

F) It is distinctly understood and agreed that this does not constitute a conveyance of any part of the land above described nor of the minerals therein and thereunder, but grants only the right of way and servitude as above provided.

G) It is understood and agreed that Grantee shall be entitled to exercise any of the rights granted hereunder at any time and from time to time for so long as this Agreement remains in force and effect and the non-exercise of any such rights shall not be deemed to constitute a waiver of any of such rights.

H) This Agreement may be executed by signing the original or a counterpart thereof. If this instrument is executed in counterparts, all counterparts taken together shall have the same effect as if all parties had signed the same Agreement. This Agreement shall be binding upon each party executing the original or any counterpart thereof, regardless of whether all parties with an ownership interest in the above described lands join in the execution of this instrument.

***** Remainder of this page intentionally left blank *****

IN WITNESS WHEREOF, Grantor has executed this Right of Way and Servitude Agreement on this 10th day of December, 2014.

Megan Collins
Witness

Printed name: Megan Collins

Jobe Boucvaix
Witness

Printed name: Jobe Boucvaix

GRANTOR
Parish of St. John the Baptist
By: Natalie Robottom
Natalie H Robottom, Parish President

ACKNOWLEDGMENT

STATE OF LOUISIANA §
PARISH OF St. John §

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified, on this day personally appeared Natalie Robottom, as Parish President for St. John the Baptist, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same on behalf of the St. John Parish Council for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of JANUARY, 2017

Gosfray Michel
Notary Public in and for the State of Louisiana
Gosfray Michel
(Print Name of Notary Public Here)

Exhibit "A"
LA-JB-0012.00100
ST. JOHN THE BAPTIST PARISH, LOUISIANA
CYPRESS GAS PIPELINE, LLC
Sixteen inch (16") Wide Permanent Easement
Across a certain tract of land
PARISH OF ST. JOHN THE BAPTIST
Located in Section 68, T11S-R06E

LEGAL DESCRIPTION:

A centerline description of a Sixteen inch (16") wide permanent easement (width of pipe) situated in Section 68, T11S-R06E, St. John the Baptist Parish, Louisiana, out of that certain tract of land being more particularly described in an Act of Cash Sale to PARISH OF ST. JOHN THE BAPTIST dated September 24, 1954, recorded in Volume 29, Page 137, under Entry No. 14785 of the Conveyance Records of St. John the Baptist Parish, Louisiana. The sideline boundaries of said Sixteen inch (16") wide permanent easement are located 8 inches to the right and 8 inches to the left of the below described centerline. Said sideline boundaries are located parallel with and adjacent to said centerline and shall be extended or shortened as the case may be to meet at angle points and/or property lines. Said centerline of the herein described Sixteen inch (16") wide permanent easement being more fully described as follows:

COMMENCING at a found 4"x4" concrete monument located on the northwesterly corner of the subject tract also being in the easterly right-of-way line of LA HIGHWAY 54, and being the southwesterly corner of that certain tract of land containing 6.1 acres described in an Act of Cash Sale to the Parish of St. John the Baptist recorded in Volume 232, Page 221, under Entry No. 118932 of the Conveyance Records of St. John the Baptist Parish, Louisiana, thence South 17° 27' 53" East a distance of 15.23' to a calculated point on the westerly property line of the subject tract and also being in the easterly right-of-way line of LA HIGHWAY 54 as recorded under File No. 132990, Volume 269, Page 204 thru 211 Official Public Records of St. John the Baptist Parish, Louisiana and being the "POINT OF BEGINNING" (P.O.B.).

THENCE, along a curve to the right having a delta of 01° 16' 59", a radius of 1600.00', an arc length of 35.83', a chord bearing of South 83° 27' 29" East, and a chord distance of 35.83' to a calculated point;

THENCE, along a curve to the left having a delta of 02° 26' 31", a radius of 1600.00', an arc length of 68.19', a chord bearing of South 84° 02' 15" East, and a chord distance of 68.18' to a calculated point. Said point being on the easterly property line of said subject tract and also being on the westerly property line of that certain tract of land containing 6.1 acres and being described in an Act of Cash Sale to the Parish of St. John the Baptist recorded in Volume 232, Page 221, under Entry No. 118932 of the Conveyance Records of St. John the Baptist Parish, Louisiana and being the "POINT OF TERMINATION" (P.O.T.). Said point is located South 76° 37' 00" East a distance of 111.00' from a found 4"x4" concrete monument located on the northwesterly corner of the subject tract also being in the easterly right-of-way line of LA HIGHWAY 54, and being the southwesterly corner of that certain tract of land containing 6.1 acres described in an Act of Cash Sale to the Parish of St. John the Baptist recorded in Volume 232, Page 221, under Entry No. 118932 of the Conveyance Records of St. John the Baptist Parish, Louisiana.

The total centerline length of said Sixteen inch (16") wide permanent easement is 104.02 feet, more or less. The total area of said easement contains approximately ±0.003 acre of Total Permanent Easement.

The above-described 16" wide permanent easement is shown on a plat prepared by Morris P. Hebert, Inc. (CADD File No. LA-JB-0012.00100.DWG) dated 12/06/2013, Titled "CYPRESS GAS PIPELINE, LLC 16 INCH WIDE PERMANENT EASEMENT ACROSS THE PARISH OF ST. JOHN THE BAPTIST TRACT LOCATED IN SECTION 68, T11S-R06E ST. JOHN THE BAPTIST PARISH, LOUISIANA" and is attached hereto as Exhibit "B".

NOTES:

Bearings and distances indicated herein are grid derived and based on an on-the-ground survey dated 07/31/2013, and are referenced to the Louisiana Coordinate System 1983 South Zone as derived from a Global Positioning System (GPS) static survey.

Title and ownership information indicated herein is based on a search of the records of St. John the Baptist Parish, Louisiana and was furnished by SunCoast Land Services, Inc.

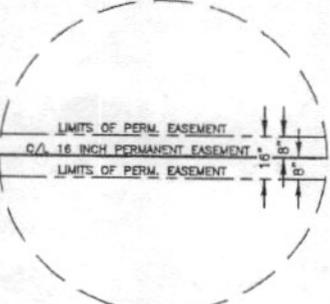
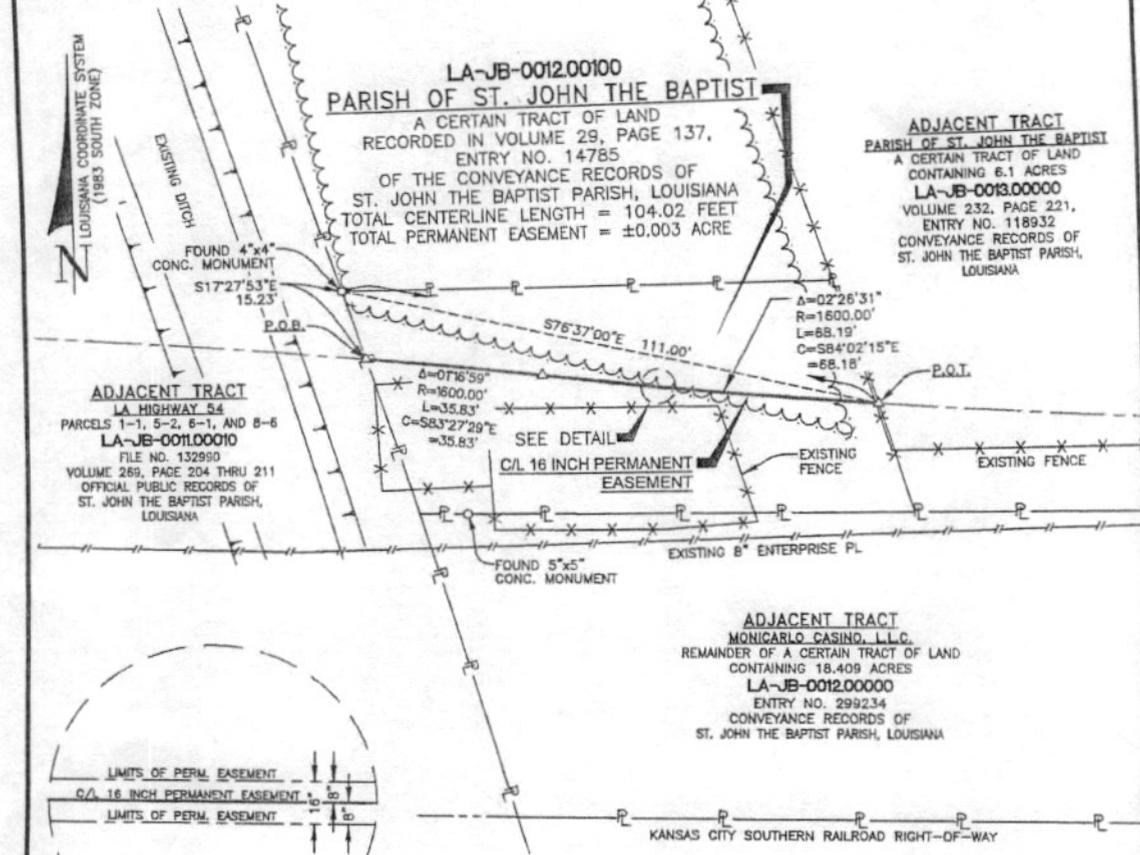
MORRIS P. HEBERT, INC.
283 CORPORATE DRIVE
P.O. BOX 3106
HOUMA, LOUISIANA 70360
(985) 879 - 2731: voice

APPROVED: DECEMBER 06, 2013

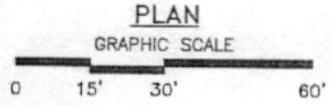



G. ALEX TEAGUE, LA. LICENSE NO. 4842

ST. JOHN THE BAPTIST PARISH, LOUISIANA
SECTION 68, T11S-R06E



DETAIL
NOT TO SCALE



PLAN

NOTES:
SURVEY PERFORMED ON 07/31/13.

ALL PUBLIC RECORD DOCUMENTS, TITLE INFORMATION AND MAPS UTILIZED FOR ESTABLISHING THE PROPERTY BOUNDARIES AS DEPICTED ON THIS PLAT WAS PROVIDED BY SUNCOAST LAND SERVICES, INC. ALL PUBLIC RECORDS RESEARCH WAS PERFORMED BY SUNCOAST LAND SERVICES, INC.

AN ON-THE-GROUND EFFORT HAS BEEN MADE TO LOCATE AND INDICATE ALL BELOW GROUND FERROUS METAL CABLES, PIPELINES, UTILITIES, ETC. CROSSED BY THE PROPOSED PROJECT; HOWEVER, DUE TO THE INHERENT LIMITATIONS OF ELECTRONIC MAGNETIC LOCATING EQUIPMENT, MORRIS P. HEBERT, INC. IS NOT RESPONSIBLE FOR ANY CABLES, PIPELINES, UTILITIES OR ANY OTHER BELOW GROUND STRUCTURES (INCLUDING PVC) NOT LOCATED DURING THE COURSE OF THE SURVEY.

ALL BEARINGS AND COORDINATES REFER TO THE LOUISIANA STATE PLAN COORDINATE SYSTEM, (1983 SOUTH ZONE) US SURVEY FOOT AS DERIVED FROM A GLOBAL POSITIONING SYSTEM (GPS) STATIC SURVEY. DISTANCES SHOWN HEREIN ARE BASED ON GRID.

A LEGAL DESCRIPTION OF THIS PERMANENT EASEMENT (EXHIBIT "A") HERewith ACCOMPANIES THIS PLAT.

THIS IS TO CERTIFY THAT THIS SURVEY WAS DONE BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL, AND UNLESS OTHERWISE NOTED, THE SURVEY WAS DONE ON THE GROUND AND WAS DONE IN ACCORDANCE WITH THE MOST RECENT APPLICABLE STANDARDS OF PRACTICE FOR ROUTE SURVEYS AS SET FORTH BY THE LOUISIANA PROFESSIONAL ENGINEERING AND LAND SURVEYING BOARD AND THAT THE ACCURACY SPECIFICATIONS AND POSITIONAL TOLERANCES ARE IN ACCORDANCE WITH CLASS "D" SURVEYS AS INDICATED IN THE ABOVE STANDARDS.



APPROVED: *G. Alex Teague*
G. ALEX TEAGUE, LA. LICENSE NO. 4842

EXHIBIT "B"
THIS DOCUMENT VALID ONLY WHEN EITHER AN ORIGINAL CERTIFICATION STAMP OR AN EMBOSSED SEAL IS IMPRESSED OVER AN ORIGINAL SIGNATURE.

W:\dwg\11500\JWC\Right of Way Plats\Preliminary Right of Way Plats\LA-JB-0012.00100.dwg PLOT DATE: 12/12/13 8:16:22am

NO.	DATE	REV. BY:	REVISION

CYPRESS GAS PIPELINE, LLC

16 INCH WIDE PERMANENT EASEMENT
ACROSS THE
PARISH OF ST. JOHN THE BAPTIST TRACT
LOCATED IN SECTION 68, T11S-R06E
ST. JOHN THE BAPTIST PARISH, LOUISIANA

Morris P. Hebert, Inc.
SURVEYING • ENGINEERING • ENVIRONMENTAL SERVICES • FIELD SERVICES • GIS
P.O. BOX 3106 • 283 CORPORATE DRIVE • HOUMA, LOUISIANA 70361 • (985) 879-2731
10101 SOUTHWEST FREEWAY • SUITE 400 • HOUSTON, TEXAS 77074 • (713) 219-1470

DRAWN BY:	EV	SHEET:	1
CHKD./APPD. BY:	AFG	SCALE:	1" = 30'
UPDATED BY:		DATE:	12/06/2013
DATA BASE:		JOB NO.	11500
MPH CAD FILE: LA-JB-0012.00100.DWG			

ST. JOHN THE BAPTIST PARISH
STATE OF LOUISIANA

ORDINANCE 14-54

Mrs. Robottom introduced the following ordinance.
Mr. Madere proposed and Mr. Gauff seconded the following ordinance.

St. John the Baptist Parish Council hereby ordains:

An ordinance to authorize the administration to provide two (2) rights-of-way and servitude agreements to Cypress Gas Pipeline, LLC as follows:

1. The immovable property described on Exhibits "A" and "B", hereinafter referred to as "the property", is declared to be surplus, no longer used or needed for public purpose, not located in a designated industrial area, not a sixteenth section or school indemnity land.
2. The Parish President is authorized to grant a servitude on the property in favor of Cypress Gas Pipeline, LLC by executing two Rights of Way and Servitude Agreements and all other documents necessary for the Parish of St. John the Baptist to convey a right of way and servitude across the two properties at a total price of \$43,880.00.
3. This ordinance shall be published three times in fifteen days, one week apart, in the official journal of the Parish. Written opposition to the proposed ordinance can be submitted within 15 days of the first publication.
4. If opposition is received, the Council will not adopt this Ordinance until a hearing has been held.
5. If no opposition is received the ordinance shall become effective until 10 days of its adoption by the Council.

BE IT ORDAINED, that the St. John the Baptist Parish Council is acting as the governing authority for said parish.

YEAS: Smith, Wilson, Madere, Perrilloux, Snyder, Millet, Gauff

NAYS: None

ABSENT: Hotard & Wright

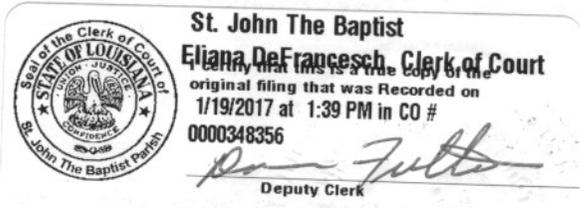
ABSTAINING: None

The result of the vote on the ordinance was 7 YEAS, 0 NAYS, 2 ABSENT, 0 ABSTAINING, and this ordinance was declared adopted on the 9th day of December, 2014.

COUNCIL CHAIR	SECRETARY	PARISH PRESIDENT
<u>12/10/14</u>	<u>12/10/14</u>	<u>12/10/14</u>
Date signed	Date signed	Date signed

CERTIFIED, to be a true and correct copy of an ordinance adopted by the St. John the Baptist Parish Council on the 9th day of Dec, 2014.

SECRETARY



Tract #: LA-JB-0013-00000

RIGHT-OF-WAY AND SERVITUDE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Parish of St. John the Baptist, State of Louisiana, whose mailing address is 1801 West Airline Highway, LaPlace, Louisiana 70068, represented herein by NATALIE H. ROBOTOM, the PARISH PRESIDENT, a certified copy of authorization is attached hereto and made a part hereof. ("Grantor", whether one or more), for themselves, their heirs, successors, and assigns, for TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and adequacy of which consideration are hereby acknowledged, hereby grant, convey and confirm unto:

Cypress Gas Pipeline, LLC, a Delaware limited liability company, with offices at 1100 Louisiana St., Houston, Texas 77002, mailing address for all correspondence to P.O. Box 4324, Houston, Texas 77210-4324, Attn: Land Dept., its successors and assigns ("Grantee"):

a right-of-way and servitude being sixteen (16) inches in width, with the location of the centerline of said right-of-way and servitude as described on Exhibit "A", and depicted on Exhibit "B", attached hereto and made a part hereof (the "Servitude"), to construct, maintain, operate, repair, alter, replace, relocate, or remove one (1) pipeline, sixteen (16) inches in diameter, for the transportation of oil, natural gas, other gases, water, liquids, or hydrocarbons together with such markers, signs, vents, cathodic protection leads, test stations and other associated or necessary appurtenances, as deemed necessary or desirable by Grantee, upon, over, through and under lands as more particularly described in Exhibits "A" and "B" attached hereto and incorporated herein.

TO HAVE AND TO HOLD this Servitude unto Grantee, its successors and assigns forever.

A) Grantor and Grantee agree:

(1) that Grantee shall pay for any damage to fences, crops or timber, that may result from Grantee's exercise of any of the rights and privileges hereby granted; but after the pipeline has been constructed, Grantee shall not thereafter be liable for any damages resulting from trimming, removing or mowing trees, brush or undergrowth from or within the Servitude and shall not be liable for any damage to personal property or improvements which are prohibited within the Servitude under the terms of this Right-of-Way and Servitude Agreement (the "Agreement"); and

(2) that, if the above described lands are under mortgage, the recited consideration, or any part thereof, may be made jointly to Grantor and the mortgagee(s) of record.

B) In addition to and in furtherance of the rights stated above, Grantee has the right:

(1) of ingress to and egress from the Servitude, as defined above, and the temporary right-of-way workspace, as defined below, in order to effect Grantee's rights granted by this Agreement, at will of Grantee; and

(2) from time to time to mow and otherwise clear and maintain the Servitude and right of way area and to cut and remove all trees, undergrowth and other obstructions that may injure, endanger, or interfere with the rights of Grantee hereunder; and

(3) subject to all of the provisions of this instrument, to use any and all roads now existing or which may hereafter be constructed on the above described land, provided, however, that if Grantee uses existing roads, Grantee will, except for normal wear and tear, repair any damage done thereto by Grantee; and

(4) to use temporary right-of-way workspace during construction of the pipeline or associated facilities as described and depicted on Exhibits "A" and "B", attached hereto. This temporary right-of-way workspace shall terminate three hundred sixty-five (365) days, unless extended by Force Majeure, from the date pipe stringing begins on Grantor's property.

Except as may be specifically otherwise provided in this Agreement, neither party shall be liable for delays in performance or for non-performance directly occasioned or caused by force majeure. The term "Force Majeure", as used in this Agreement, shall mean causes beyond the reasonable control of the party claiming to be affected thereby, including, without limitation, acts of God, storms, war, fire, strikes, lockouts or differences with workers, acts of the public enemy, insurrections, riots, tropical disturbances which are given names by the United States National Hurricane Center, breakage of or damage to machinery or lines of pipe, inability to obtain easements, servitudes or rights of way or pipeline tie-ins, adverse market conditions, or rules or regulations of any governmental authority asserting jurisdiction or control, compliance with which makes continuance of operations impossible. Additionally, should conditions at the Servitude, in the reasonable opinion of Grantee, become such that a continuation of operations would be unduly hazardous, Grantee may suspend operations and such suspension shall be considered a Force Majeure event.

C) Grantee must:

(1) bury the pipeline, excluding appurtenant facilities that are customarily located above grade, at a minimum depth of thirty six (36) inches except in areas of consolidated rock where the minimum depth will be 18 inches;

(2) hold Grantor free and harmless from any and all claims for damages to persons or property arising out of the use and occupancy of this Servitude by Grantee except for those damages to persons or property caused by Grantor's negligence and/or willful misconduct and/or intentional tortious actions or behaviors.

D) Grantor:

(1) may fully use and enjoy the above described lands encumbered by this Servitude, except that such use and enjoyment shall not create hazardous situations, hinder, conflict or interfere with the exercise of Grantee's rights hereunder; but

(2) may not construct, nor permit others to construct, any house, building, or other structure or obstructions on or over this Servitude without the prior written consent of the Grantee; or

(3) may not impound water or other substance, or

(4) may not make any other use of the above described lands which will unreasonably interfere with the rights conveyed to the Grantee herein.

E) The rights of the parties created in this Agreement constitute covenants running with the land and are binding upon and inure to the benefit of Grantor and Grantee, respectively, and their respective heirs, executors, administrators, successors and assigns. Grantee may assign or transfer this Agreement in whole or in part, to one or more assignees.

F) It is distinctly understood and agreed that this does not constitute a conveyance of any part of the land above described nor of the minerals therein and thereunder, but grants only the right of way and servitude as above provided.

G) It is understood and agreed that Grantee shall be entitled to exercise any of the rights granted hereunder at any time and from time to time for so long as this Agreement remains in force and effect and the non-exercise of any such rights shall not be deemed to constitute a waiver of any of such rights.

H) This Agreement may be executed by signing the original or a counterpart thereof. If this instrument is executed in counterparts, all counterparts taken together shall have the same effect as if all parties had signed the same Agreement. This Agreement shall be binding upon each party executing the original or any counterpart thereof, regardless of whether all parties with an ownership interest in the above described lands join in the execution of this instrument.

***** Remainder of this page intentionally left blank *****

IN WITNESS WHEREOF, Grantor has executed this Right of Way and Servitude Agreement on this 10th day of December, 2014.

Megan Collins
Witness

Printed name: Megan Collins

Jobe Boucvalet
Witness

Printed name: Jobe Boucvalet

GRANTOR
Parish of St. John the Baptist

By: Natalie Koloth
Natalie H Robottom, Parish President

ACKNOWLEDGMENT

STATE OF LOUISIANA §
PARISH OF St. John §

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified, on this day personally appeared Natalie Robottom, as Parish President for St. John the Baptist, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same on behalf of the St. John Parish Council for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of January, 2017

Groffney Michel
Notary Public in and for the State of Louisiana
Groffney Michel
(Print Name of Notary Public Here)

Exhibit "A"
LA-JB-0013.00000
ST. JOHN THE BAPTIST PARISH, LOUISIANA
CYPRESS GAS PIPELINE, LLC
Sixteen inch (16") Wide Permanent Easement
Across a certain tract of land containing 6.1 acres
PARISH OF ST. JOHN THE BAPTIST
Located in Section 68, T11S-R06E

LEGAL DESCRIPTION:

A centerline description of a Sixteen inch (16") wide permanent easement (width of pipe) situated in Section 68, T11S-R06E, St. John the Baptist Parish, Louisiana, out of that certain tract of land containing 6.1 acres and being more particularly described in an Act of Cash Sale dated March 16, 1988 to PARISH OF ST. JOHN THE BAPTIST and recorded in Volume 232, Page 221, under Entry No. 118932 of the Conveyance Records of St. John the Baptist Parish, Louisiana. The sideline boundaries of said Sixteen inch (16") wide permanent easement are located 8 inches to the right and 8 inches to the left of the below described centerline. Said sideline boundaries are located parallel with and adjacent to said centerline and shall be extended or shortened as the case may be to meet at angle points and/or property lines. Said centerline of the herein described Sixteen inch (16") wide permanent easement being more fully described as follows:

COMMENCING at a found 4"x4" concrete monument located on the southwesterly corner of the subject tract also being in the easterly right-of-way line of LA HIGHWAY 54, and being the northwesterly corner of that certain tract of land described in an Act of Cash Sale to the Parish of St. John the Baptist recorded in Volume 29, Page 137, under Entry No. 14785 of the Conveyance Records of St. John the Baptist Parish, Louisiana, thence South 76° 37' 00" East a distance of 111.00' to a calculated point on the westerly property line of the subject tract also being the easterly property line of that certain tract of land described in an Act of Cash Sale to the Parish of St. John the Baptist recorded in Volume 29, Page 137, under Entry No. 14785 of the Conveyance Records of St. John the Baptist Parish, Louisiana and said point being the "POINT OF BEGINNING" (P.O.B.).

THENCE, along a curve to the left having a delta of 04° 56' 26", a radius of 1600.00', an arc length of 137.97', a chord bearing of South 87° 43' 43" East, and a chord distance of 137.92' to a calculated point;

THENCE, North 89° 48' 04" East a distance of 481.98' to a calculated point. Said point being on the easterly property line of said subject tract and also being the westerly property line of that certain tract of land described in an Act of Sale to Monicarolo Casino, L.L.C. as recorded under Entry No. 299234 of the Conveyance Records of St. John the Baptist Parish, Louisiana and being the "POINT OF TERMINATION" (P.O.T.). Said point is located North 17° 24' 34" West a distance of 88.60' from a found 3/8" rebar (bent) located on the southerly property line of that certain tract of land described in an Act of Sale to Monicarolo Casino, L.L.C. as recorded under Entry No. 299234 of the Conveyance Records of St. John the Baptist Parish, Louisiana and in the northerly right-of-way line of the Kansas City Southern Railroad.

The total centerline length of said Sixteen inch (16") wide permanent easement is 619.95 feet, more or less. The total area of said easement contains approximately ±0.019 acre of Total Permanent Easement.

The above-described Sixteen inch (16") wide permanent easement is shown on a plat prepared by Morris P. Hebert, Inc. (CADD File No. LA-JB-0013.00000.DWG) dated 12/04/2013, Titled "CYPRESS GAS PIPELINE, LLC 16 INCH WIDE PERMANENT EASEMENT ACROSS THE PARISH OF ST. JOHN THE BAPTIST TRACT LOCATED IN SECTION 68, T11S-R06E ST. JOHN THE BAPTIST PARISH, LOUISIANA" and is attached hereto as Exhibit "B".

NOTES:

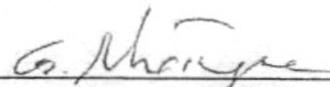
Bearings and distances indicated herein are grid derived and based on an on-the-ground survey dated 07/31/2013, and are referenced to the Louisiana Coordinate System 1983 South Zone as derived from a Global Positioning System (GPS) static survey.

Title and ownership information indicated herein is based on a search of the records of St. John the Baptist Parish, Louisiana and was furnished by SunCoast Land Services, Inc.

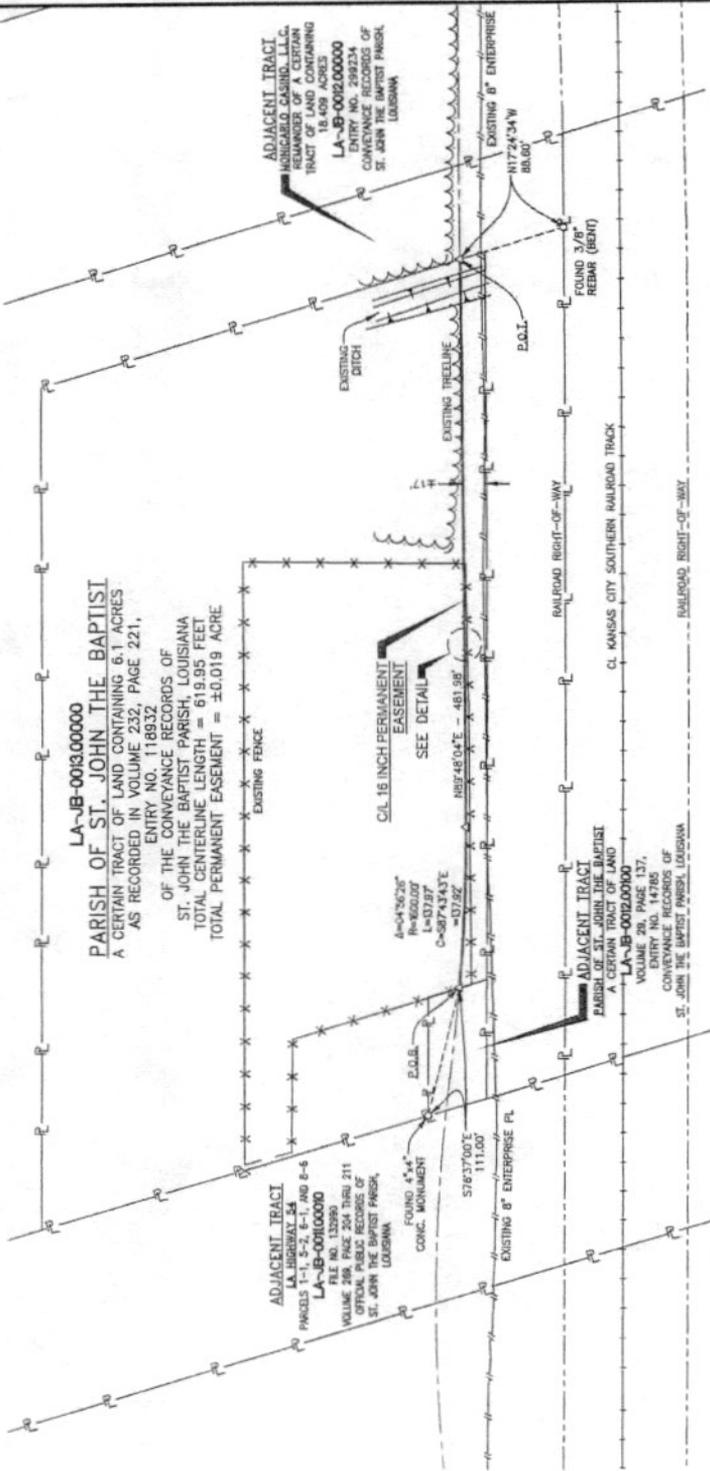
MORRIS P. HEBERT, INC.
283 CORPORATE DRIVE
P.O. BOX 3106
HOUMA, LOUISIANA 70360
(985) 879 - 2731: voice

APPROVED: DECEMBER 04, 2013




G. ALEX TEAGUE, LA. LICENSE NO. 4842

ST. JOHN THE BAPTIST PARISH, LOUISIANA
SECTION 68, T11S-R06E

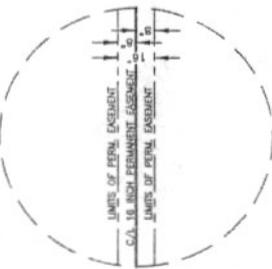


LA-JB-0013.00000
PARISH OF ST. JOHN THE BAPTIST
A CERTAIN TRACT OF LAND CONTAINING 6.1 ACRES
AS RECORDED IN VOLUME 232, PAGE 221,
ENTRY NO. 118932
OF THE CONVEYANCE RECORDS OF
ST. JOHN THE BAPTIST PARISH, LOUISIANA
TOTAL CENTERLINE LENGTH = 619.95 FEET
TOTAL PERMANENT EASEMENT = ±0.019 ACRE

ADJACENT TRACT
LA-BIBERWAT-54
PARCELS T-1, S-2, E-1, AND E-6
LA-JB-0010.00000
FILE NO. 1577
VOLUME 232, PAGE 211
OPTIONAL PUBLIC RECORDS OF
ST. JOHN THE BAPTIST PARISH,
LOUISIANA

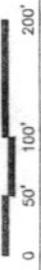
ADJACENT TRACT
REMAINDER OF A CERTAIN
TRACT OF LAND CONTAINING
18.409 ACRES
LA-JB-0012.00000
ENTRY NO. 299234
CONVEYANCE RECORDS OF
ST. JOHN THE BAPTIST PARISH,
LOUISIANA

ADJACENT TRACT
PARISH OF ST. JOHN THE BAPTIST
A CERTAIN TRACT OF LAND
LA-JB-0012.00000
VOLUME 29, PAGE 137,
ENTRY NO. 14785
CONVEYANCE RECORDS OF
ST. JOHN THE BAPTIST PARISH, LOUISIANA



DETAIL
NOT TO SCALE

PLAN
GRAPHIC SCALE



THIS IS TO CERTIFY THAT THIS SURVEY WAS DONE BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL, AND UNLESS OTHERWISE NOTED, THE SURVEY WAS DONE ON THE GROUND AND WAS DONE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE BOARD OF SURVEYORS FOR ROUTE SURVEYS AS SET FORTH BY THE LOUISIANA PROFESSIONAL ENGINEERING AND LAND SURVEYING BOARD AND THAT THE ACCURACY SPECIFICATIONS AND POSITIONAL TOLERANCES ARE IN ACCORDANCE WITH CLASS "D" SURVEYS AS INDICATED IN THE ABOVE STANDARDS.

APPROVED: G. Alex Teague, LA License No. 4842

THIS DOCUMENT VALID ONLY WHEN EITHER AN ORIGINAL CERTIFICATION STAMP OR AN EMBOSSING SEAL IS IMPRESSED OVER AN ORIGINAL SIGNATURE.



NOTES:
SURVEY PERFORMED ON 07/31/13
ALL PUBLIC RECORD DOCUMENTS, TITLE INFORMATION AND MAPS UTILIZED FOR ESTABLISHING THE PROPERTY BOUNDARIES AS DEPICTED ON THIS PLAN ARE THE RESPONSIBILITY OF THE CLIENT. ALL PUBLIC RECORDS RESEARCH WAS PERFORMED BY SURVEYOR LAND SERVICES, INC.

AN ON-THE-GROUND EFFORT HAS BEEN MADE TO LOCATE AND INDICATE ALL BELOW GROUND FERROUS METAL, CABLES, PIPELINES, UTILITIES, ETC. CROSSED BY THE SURVEY LINE. THE SURVEYOR IS NOT RESPONSIBLE FOR ANY CABLES, PIPELINES, UTILITIES OR ANY OTHER BELOW GROUND STRUCTURES (INCLUDING PVC) NOT LOCATED DURING THE COURSE OF THE SURVEY.

ALL BEARINGS AND COORDINATES REFER TO THE LOUISIANA STATE PLAN COORDINATE SYSTEM, (1983 SOUTH ZONE) US SURVEY FOOT AS DERIVED FROM A GLOBAL POSITIONING SYSTEM (GPS) STATIC SURVEY. DISTANCES SHOWN HEREIN ARE BASED ON GRS.

A LEGAL DESCRIPTION OF THIS PERMANENT EASEMENT (EXHIBIT "A") HEREWITH ACCOMPANIES THIS PLAN.

EXHIBIT "B"

CYPRESS GAS PIPELINE, LLC

16 INCH WIDE PERMANENT EASEMENT
ACROSS THE PARISH OF ST. JOHN THE BAPTIST TRACT
LOCATED IN SECTION 68, T11S-R06E
ST. JOHN THE BAPTIST PARISH, LOUISIANA

DRAWN BY:	EV	SHEET:	1
CHKD./APPD. BY:	GAT	SCALE:	1" = 100'
UPDATED BY:		DATE:	12/04/2013
DATA BASE:	11500	JOB NO.:	11500
MPH CAD FILE:		LA-JB-0013.00000.DWG	

ST. JOHN THE BAPTIST PARISH
STATE OF LOUISIANA

ORDINANCE 14-54

Mrs. Robottom introduced the following ordinance.
Mr. Madere proposed and Mr. Gauff seconded the following ordinance.

St. John the Baptist Parish Council hereby ordains:

An ordinance to authorize the administration to provide two (2) rights-of-way and servitude agreements to Cypress Gas Pipeline, LLC as follows:

1. The immovable property described on Exhibits "A" and "B", hereinafter referred to as "the property", is declared to be surplus, no longer used or needed for public purpose, not located in a designated industrial area, not a sixteenth section or school indemnity land.
2. The Parish President is authorized to grant a servitude on the property in favor of Cypress Gas Pipeline, LLC by executing two Rights of Way and Servitude Agreements and all other documents necessary for the Parish of St. John the Baptist to convey a right of way and servitude across the two properties at a total price of \$43,880.00.
3. This ordinance shall be published three times in fifteen days, one week apart, in the official journal of the Parish. Written opposition to the proposed ordinance can be submitted within 15 days of the first publication.
4. If opposition is received, the Council will not adopt this Ordinance until a hearing has been held.
5. If no opposition is received the ordinance shall become effective until 10 days of its adoption by the Council.

BE IT ORDAINED, that the St. John the Baptist Parish Council is acting as the governing authority for said parish.

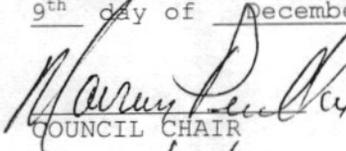
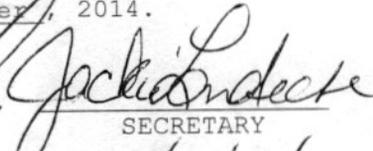
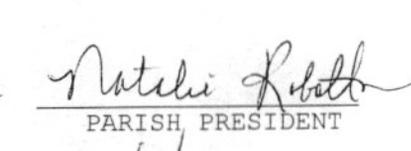
YEAS: Smith, Wilson, Madere, Perrilloux, Snyder, Millet, Gauff

NAYS: None

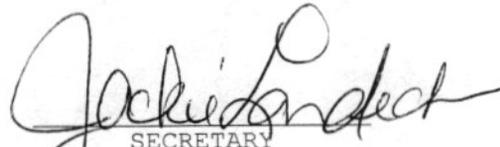
ABSENT: Hotard & Wright

ABSTAINING: None

The result of the vote on the ordinance was 7 YEAS, 0 NAYS, 2
ABSENT 0 ABSTAINING, and this ordinance was declared adopted on the
9th day of December, 2014.

 COUNCIL CHAIR	 SECRETARY	 PARISH PRESIDENT
<u>12/10/14</u> Date signed	<u>12/10/14</u> Date signed	<u>12/10/14</u> Date signed

CERTIFIED, to be a true and correct copy of an ordinance adopted by the
St. John the Baptist Parish Council on the 9th day of Dec, 2014.


SECRETARY