

16TH JUDICIAL DISTRICT COURT FOR THE PARISH OF ST. MARTIN  
STATE OF LOUISIANA

NO. 87010

DIVISION C

**PETER K. AASLESTAD**

**VERSUS**

**BAYOU BRIDGE PIPELINE, LLC**

**FILE**

FILED: \_\_\_\_\_

DEPUTY CLERK

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**VERIFIED PETITION FOR DECLARATORY AND INJUNCTIVE RELIEF**

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Now into court, by and through undersigned counsel, Plaintiff Peter K. Aaslestad files this Verified Petition for Declaratory and Injunctive Relief pursuant to Louisiana Code of Civil Procedure Articles 1871, *et seq.*, and 3601, *et seq.*

Mr. Aaslestad is a landowner who believes that Defendant, and/or Defendant's agents, employees, contractors, subcontractors, and others at the direction of or on behalf of Defendant, is trespassing upon and damaging his property without express, legal, or implied authorization to do so. Plaintiff seeks immediate protection of this Court against further irreparable damage to and destruction of his property by way of a preliminary and permanent injunction.

**INTRODUCTION**

Plaintiff is a co-owner of certain immovable property in St. Martin Parish. Defendant Bayou Bridge Pipeline, LLC ("Bayou Bridge") is in the process of constructing a 163-mile long crude oil pipeline across eleven parishes in south Louisiana. Defendant's pipeline route would cross Plaintiff's property. Plaintiff and his sisters, who co-own the parcel of property at issue, have not granted easements or rights of way to Defendant. Despite this, Plaintiff has evidence to show that Defendant has entered upon the parcel, cleared the stretch of land along its proposed route of trees and other foliage in preparation for pipeline construction, and begun to construct on the property.

Plaintiff respectfully requests this court issue, after opportunity for hearing, a preliminary and permanent injunction to prevent Defendant Bayou Bridge Pipeline, LLC from entering onto Plaintiff's property situated in St. Martin Parish. Plaintiff requests that this Court enjoin Defendant Bayou Bridge Pipeline, LLC from clearing, trenching, stringing, laying pipe, backfilling, tying-in pipeline segments, or performing any other preconstruction or construction-related activities for its pipeline project on Plaintiff's immovable property.

#### **JURISDICTION AND VENUE**

1. This Court has jurisdiction to hear this matter involving immovable property situated in this state pursuant to Louisiana Code of Civil Procedure Articles 8 and 3601, *et seq.*

2. Venue is proper in this judicial district pursuant to Louisiana Code of Civil Procedure Articles 43 and 80 because the immovable property which is the subject of this action is situated in St. Martin Parish.

#### **PARTIES**

3. Plaintiff Peter K. Aaslestad, a resident of Virginia, is a co-owner of the immovable property located in St. Martin Parish which is the subject of this petition and which sits along the Bayou Bridge pipeline route.

4. Defendant Bayou Bridge Pipeline, LLC is a limited liability company organized under the laws of Delaware with a principal office at 8111 Westchester Drive, Suite 600, Dallas, Texas 75225, and authorized to do business in Louisiana, for the purpose of constructing a 163-mile pipeline through eleven parishes in Louisiana.

#### **RELEVANT FACTS**

5. Plaintiff Peter K. Aaslestad, and his siblings Katherine Aaslestad Lambertson, Karen Aaslestad-Aubouy, and Lauren Aaslestad Massey, inherited an undivided interest in the property at issue by judgement of possession in the succession of Erminie Kramer Robichaux. *See* Judgement of Possession issued in the Parish of St. Mary in the Succession of Erminie Kramer Robichaux (No. 17937, St. Mary Parish, Bk 126, No. 295832, Mar. 15, 2007); and Act of Donation (St. Mary Parish, recorded in Bk 137, page 443, No. 297388, Aug. 8, 2007) (Ex. A).

6. The legal description of the subject immovable property (the "Property") is as follows:

38 acre(s), more or less, located in the NE/4 of the SE/4 of Section 4, Township 11 South, Range 9 East, in St. Martin Parish, Louisiana, and being more particularly described in Book 784, Page 176, Instrument 186257 of the public records of said Parish.

7. Defendant Bayou Bridge Pipeline is in the process of constructing a 24-inch, 163-mile long crude oil pipeline (the "pipeline") commencing in Lake Charles, Louisiana and terminating in St. James, Louisiana. Defendant's planned pipeline route crosses through the Atchafalaya Basin in St. Martin and Iberville Parishes, including across the immovable property owned by Plaintiff.

8. Plaintiff has held a real right of ownership in the immovable Property for more than eleven years.

9. Defendant and/or its agent has contacted Plaintiff, and his siblings Katherine Aaslestad Lambertson, Karen Aaslestad-Aubouy, and Lauren Aaslestad Massey, with offers to enter into easement agreements encumbering the Property for construction of the pipeline.

10. At no time has Plaintiff, a co-owner of right in the Property, provided consent to the Defendant to enter, clear trees or other foliage, and/or construct its pipeline across the Property.

11. At no time have Plaintiff's siblings, Katherine Aaslestad Lambertson, Karen Aaslestad-Aubouy, and Lauren Aaslestad Massey, also co-owners of right in the Property, provided consent to the Defendant to enter, clear trees or other foliage, and/or construct its pipeline across the Property.

12. According to the conveyance records for St. Martin Parish, it appears that other individuals with claimed ownership interest in the Property have signed easement agreements with Bayou Bridge Pipeline, LLC. *See, e.g.*, Permanent Easement Agreement, Apr. 14, 2017 (Ex. B) (identifying four separate tracts, including the subject Property (LA-SM-6681), and including a map of the easement across the Property, at pg. 11 of 11). The Permanent Easement Agreement(s) signed by other co-owners of the Property generally grant Bayou Bridge:

[A] servitude or right of way along and through a strip of land Fifty (50') feet in width . . . for the purpose of constructing, maintaining, operating, repairing, replacing and removing in whole or in part, one (1) pipeline with a maximum

diameter of Thirty Inches (30") inches, outside measurement, for the transportation of liquid hydrocarbons including crude oil and all by-products thereof, or gases which can be transported through pipeline, as well as natural gas and all by-products thereof, across the following described land situated in St. Martin Parish, Louisiana, to-wit:

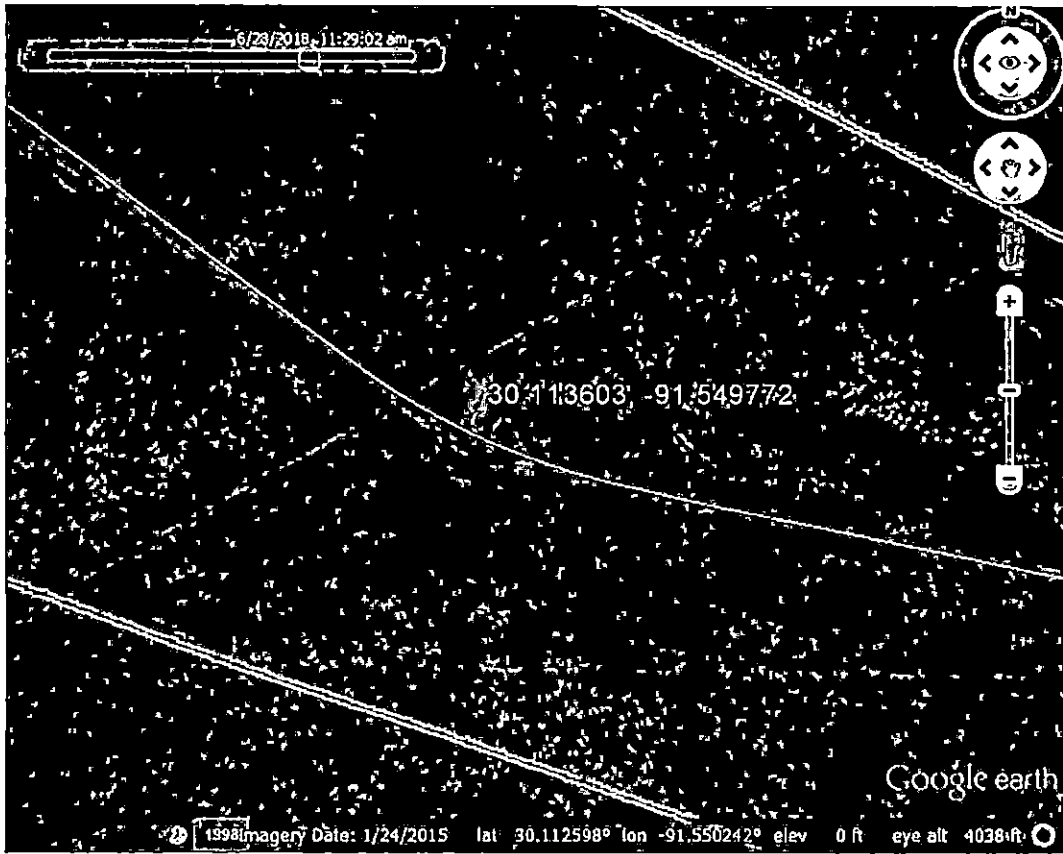
....

**LA-SM-6681:** That certain tract of land composed of 38.00 acre(s), more or less, located in Section 4, T11S, R9E, in St. Martin Parish, Louisiana, and being more particularly described as the Northeast Quarter of the Southeast Quarter in Book 784, Page 176 of the public records of said Parish.

*Permanent Easement Agreement*, at 1.

13. Plaintiff believes that Bayou Bridge and/or its agents may have already commenced preconstruction and construction activities, including tree clearing and trenching, on the Property, despite not having an obtained consent or easement agreements from Plaintiff and his three siblings.

14. During a monitoring flight on June 28, 2018, wetlands expert Scott Eustis with Gulf Restoration Network flew over the pipeline route across the Basin. Mr. Eustis observed that the majority of the pipeline right of way on the west side of the Atchafalaya Basin (the area between the Atchafalaya River and the West Atchafalaya Guide Levee), including all of the Buffalo Cove area and the Property at issue had been cleared of trees. Figure 1 below depicts a google map of Defendant's pipeline right of way (in red) as it crosses the Property.



*Figure 1.* This map, created by Scott Eustis of Gulf Restoration Network, depicts where the pipeline will cross the Property at issue in this matter. The pin and accompanying coordinates indicate the general location along the pipeline route on the Property shown in the photos depicted at *figures 2, 3, and 4* below.

Figure 2 below is an aerial-view photograph of the Property depicting an area that has been cleared of surrounding trees. This cleared-area aligns with the proposed pipeline right of way across the Property. During the monitoring flight on June 28, 2018, Mr. Eustis observed no equipment related to clearing or construction on the Property, but rather the lack of trees along the proposed route for the pipeline indicates that the area has been cleared. On a previous monitoring flight on April 17, 2018, Mr. Eustis observed that the pipeline's route across the property had not yet been cleared.



*Figure 2.* This photo was taken by Scott Eustis of Gulf Restoration Network during a monitoring flight on June 28, 2018. This photo depicts the pipeline right of way as it crosses the Property. As seen in the photo, the right of way has been cleared of trees.

15. On July 23, 2018, Dean A. Wilson, Executive Director and Basinkeeper for Atchafalaya Basinkeeper, conducted an additional monitoring flight over the Bayou Bridge Pipeline route across the Atchafalaya Basin. On this trip, Mr. Wilson observed equipment and construction activities on the Property. It appeared that construction activities had begun, that one excavator present on the Property was actively digging the trench in which the pipeline will be laid along the proposed pipeline route as it crosses the Property. Figure 3 below depicts the observed construction activities on the Property, and Figure 4 provides a clear photo of the construction equipment present on the Property during the July 23, 2018 monitoring flight.



*Figure 3.* This photo was taken by Dean Wilson during a monitoring flight on July 23, 2018. This photo depicts the pipeline right of way as it crosses the Property. As seen in the photo, there is equipment on the Property and it appears that the trench in which the pipe will be laid is being dug along the pipeline route as it crosses the Property.



*Figure 4.* This photo was taken by Dean Wilson during a monitoring flight on July 23, 2018. This photo depicts the pipeline right of way as it crosses the Property. As seen in the photo, there is construction equipment, one excavator, on the Property indicating active construction thereon.

16. To the best of Plaintiff's knowledge, Defendant is the only pipeline operator currently working in this right of way.

17. Defendant's permit to construct the pipeline through the Basin has been challenged in federal court. *Atchafalaya Basinkeeper, et. al. v. U.S. Army Corps of Eng'rs*, Case no. 18-23-SDD-EWD (M.D. La. 2018). The validity of the permit issued by the U.S. Army Corps of Engineers to Defendant in December 2017 remains at issue, although the district court granted a preliminary injunction enjoining further construction pending resolution on the merits of the case. See Ruling and Order, filed 02/23/18 in *Atchafalaya Basinkeeper, et. al. v. U.S. Army Corps of Eng'rs*, Case no. 18-23-SDD-EWD (M.D. La. 2018). Defendant appealed the preliminary injunction order, making recent representations to the U.S. Court of Appeals for the Fifth Circuit that, as of June 24, 2018, it had completed nearly 76% of construction on the entire pipeline, with an expected completion projection of October 2018. See Response to Court Directive, filed 06/27/2018 in *Atchafalaya Basinkeeper, et. al. v. U.S. Army Corps of Eng'rs*, Case no. 18-30257 (5th Cir. 2018) (Ex. C).

18. Defendant further asserted that 62% of the right of way in the Atchafalaya Basin (including St. Martin Parish) had been cleared of trees as of June 24, 2018, and that by June 29, 2018, 65% of the right of way in the Basin would be cleared. *Id.* Defendant further predicted that 100% of the right of way in the Basin will be cleared by August 8, 2018, 13% of construction ("including but not limited to clearing, trenching, stringing, laying of pipe, backfilling, and tying-in of pipeline segments") in the Basin would be completed by June 29, 2018, with 100% of construction in the Basin also completed by October 2018. *Id.* These representations make clear that, even if Defendant has not already entered onto the Property, it intends to do so very soon. Although, as shown in the photos above, unless another person or entity has entered onto and begun construction on the Property, it appears Defendant has done so.

19. Plaintiff seeks injunctive relief in this action to protect his real right of ownership in the Property pursuant to Articles 3601 and 3663 of the Louisiana Code of Civil Procedure.

20. Plaintiff will suffer irreparable harm if Defendant is not enjoined from impermissibly entering onto his Property and performing preconstruction and construction activities thereon.



21. Plaintiff also seeks declaratory relief in this action pursuant to Article 1871 of the Louisiana Code of Civil Procedure to establish that Defendant has entered onto the Property without the consent of all owners.

**PRAYER FOR RELIEF**

WHEREFORE, upon consideration of the laws and facts presented, after opportunity for hearing, Plaintiff respectfully moves this Court to grant declaratory and injunctive relief, in the form of either a temporary restraining order, a preliminary injunction, and permanent injunction in favor of Plaintiff and against Defendant and its officers, employees, agents, contractors, subcontractors, and others at the direction of or on behalf of Defendant, and all other relief to which Plaintiff is entitled, as follows:

- a. Injunctive relief to prevent Defendant, its officers, employees, agents, contractors, subcontractors, and others at the direction of or on behalf of Defendant, from entering onto Plaintiff's property;
- b. Injunctive relief to enjoin Defendant, its officers, employees, agents, contractors, subcontractors, and others at the direction of or on behalf of Defendant, from clearing, trenching, stringing, laying pipe, backfilling, tying-in of pipeline segments, or performing any other preconstruction and/or construction-related activities for its Bayou Bridge pipeline project on Plaintiff's property;
- c. Declaratory relief to establish that Defendant, its officers, employees, agents, contractors, subcontractors, and others at the direction of or on behalf of Defendant have entered onto and performed preconstruction and/or construction-related activities on the Property without the consent of all owners thereof;
- d. Costs and attorneys fees pursuant to any applicable statute or authority; and
- e. Any additional relief as the Court may deem just and proper.

Respectfully submitted this 27<sup>th</sup> day of July, 2018.

*s/ Misha L. Mitchell*  
Misha L. Mitchell  
La. Bar. No. 37506  
Atchafalaya Basinkeeper  
47 Mt. Laurel Ave  
Birmingham, AL 35242  
Phone: (225) 692-1133  
Fax: (225) 692-4114  
basinkeeperlegal@gmail.com

*s/ William P. Quigley*  
William P. Quigley  
La. Bar. No. 07769  
7214 St. Charles Avenue  
New Orleans, LA 70118  
Phone: (504) 710-3078  
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quigley77@gmail.com

*Attorneys for Plaintiff*

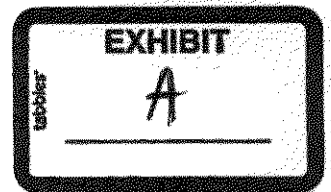
**PLEASE SERVE:**

Bayou Bridge Pipeline, LLC  
c/o Corporation Service Company (registered agent)  
501 Louisiana Avenue  
Baton Rouge, LA 70802

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2018 JUL 27 AM 9:20

*Paul Leuot*  
DEPUTY CLERK OF COURT  
ST. MARTIN P10154



**St. Martin Parish Recording Page**

Allen Blanchard, Sr  
CLERK OF COURT  
PO BOX 308  
St Martinville, LA 70582  
(337) 394-2210

**First VENDOR**

ROBICHAUX, ERMINIE KRAMER

**First VENDEE**

LAMBERTSON, KATHERINE AASLESTAD

Index Type : Conveyance

Inst Number : 398213

Type of Document : Judgment Of Possession

Book : 1466 Page : 153

Recording Pages : 5

**Recorded Information**

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Martin Parish, Louisiana

On (Recorded Date) : 03/23/2007

At (Recorded Time) : 10:47:09AM



Doc ID - 003867180005

*Jicia Hanna*  
Deputy Clerk



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Bk/26 # 295832

SUCCESSION OF

NO. 17937

ERMINIE KRAMER ROBICHAUX

16TH JUDICIAL DISTRICT COURT

PARISH OF ST. MARY

STATE OF LOUISIANA

**JUDGMENT OF POSSESSION**

Considering the testament of the deceased which has been probated, the petition for possession, the record of this proceeding, satisfactory proof having been submitted to the court that inheritance taxes, if due, have been paid, the law and evidence entitling petitioners to the relief prayed for, and for the reasons this day orally assigned:

IT IS ORDERED, ADJUDGED AND DECREED the confirmation and qualification of an executor and an administration of this succession are dispensed with

IT IS FURTHER ORDERED, ADJUDGED AND DECREED THAT:

- 1) Katherine Aaslestad Lambertson, Karen Aaslestad-Aubouy, Peter K. Aaslestad, and Lauren Aaslestad Massey be and are hereby declared owners of and placed in possession of an undivided one-third (1/3) undivided interest in all of the property forming the Louisiana estate of the decedent, and undivided one-twelfth (1/12) of the whole unto each;
- 2) Fred K. Wohn be and is hereby declare owner of and placed in possession of an undivided one-third (1/3) undivided interest in the whole of the property forming the Louisiana estate of the decedent; and
- 3) Christopher R. Wohn and Nicholas M. Wohn be and are hereby declared owners of and placed in possession of an undivided one-third (1/3) undivided interest in the whole of the property forming the Louisiana estate of the decedent, and undivided one-sixth (1/6) of the whole unto each; which includes but may not be limited to the following:

**ASSETS**

\* \* \* \* \*

\* \* \* \* \*

14. The undivided 031250 interest in and to the following described tracts or parcels of land, lying and being situated in St. Martin Parish, Louisiana:

(a) Thirty eight acres in the Northeast Quarter of the Southeast Quarter being Section 4, Township 11 South, Range 9 East, of said Northeast Quarter of said Southeast Quarter.

(b) Twenty eight acres in the Southeast Quarter of the Northeast Quarter being Section 4, Township 11 South, Range 9 East, of said Southeast Quarter of said Northeast Quarter.

Being the same property acquired by Mary Celestine Verret by inheritance from Vachel Stevens and his wife Mrs. Promise Verret Stevens.

Being the same property acquired by Barbara Wahn Aalstead by Judgment of Possession in the Succession of Mary Celestine Verret in the St. Mary Parish Conveyance records at COB 22-L, Folio 57, Entry No. 182,243 dated and recorded November 5, 1979.

\* \* \* \* \*

\* \* \* \* \*

JUDGMENT RENDERED, READ AND SIGNED in Chambers at Franklin, St. Mary Parish, Louisiana, on this 15 day of MARCH 2007.

*William D. Hunter*  
DISTRICT JUDGE

RECEIVED AND FILED  
MAR 15 2007  
*Alvin Blott*  
By, Clerk of Court

... Ending Page ...

STATE OF LOUISIANA  
PARISH OF ST. MARY

I, the undersigned Deputy Clerk, 16th Judicial District Court,  
St. Mary Parish, LA, Ex-Officio Recorder, thereof, duly commissioned and  
qualified, do hereby certify that the above and foregoing is a true and  
correct copy of the original <sup>abstracted</sup> ~~document~~ <sup>dated March 15, 2007</sup>  
filed in ~~Case~~ - Probate proceeding No. 17937 and recorded in  
COB 126 Copy No. 295832 Page 324  
MOB \_\_\_\_\_ Copy No. \_\_\_\_\_ Page \_\_\_\_\_  
CMB \_\_\_\_\_ Entry No. \_\_\_\_\_ Page \_\_\_\_\_  
of date March 15, 2007

IN EVIDENCE WHEREOF, witness my official signature and the  
impress of the seal of my office as of March 15, 2007 A.D.  
at Franklin, St. Mary Parish, Louisiana.

[Signature]  
DEPUTY CLERK OF COURT



# St. Martin Parish Recording Page

Allen Blanchard, Sr  
CLERK OF COURT  
PO BOX 308  
St Martinville, LA 70582  
(337) 394-2210

**First VENDOR**

AASLESTAD, HALVOR G

**First VENDEE**

AASLESTAD, PETER K

**Index Type :** Conveyance

**Inst Number :** 402813

**Type of Document :** Donation

**Book :** 1477

**Page :** 248

**Recording Pages :** 15

### Recorded Information

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Deputy Clerk



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### St. Mary Parish Recording Page

Cliff Dressel  
Clerk of Court  
500 Main Street  
P.O. Box 1231  
Franklin, LA 70538  
(337) 828-4100

Received From :  
BIGGS, SUPPLE, CREMALDI & CURET  
P. O. BOX 565  
FRANKLIN, LA 70538

First VENDOR  
AASLESTAD, HALVOR G

First VENDEE  
AASLESTAD, PETER K

Index Type : Conveyances  
Type of Document : Donation

File Number : 297388

Book : 137      Page : 443

Recording Pages :      14

#### Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Mary Parish, Louisiana

*Douglas S. Robinson*  
Deputy Clerk

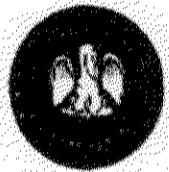
On (Recorded Date) : 08/08/2007

At (Recorded Time) : 10:43:16AM

CLERK OF COURT  
CLIFF DRESSEL  
Parish of St. Mary

I certify that this is a true copy of the attached document that was filed for registry and  
Recorded 08/08/2007 at 10:43:16  
Recorded in Book 137 Page 443  
File Number 297388

*Douglas S. Robinson*  
Deputy Clerk



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Bk 137 # 297388

STATE OF LOUISIANA

PARISH OF ST. MARY

**ACT OF DONATION**

BE IT KNOWN, that before me, a Notary Public, duly commissioned and qualified in and for the aforementioned state and parish, and in the presence of the witnesses hereinafter named and undersigned:

**PERSONALLY CAME AND APPEARED:**

HALVOR G. AASLESTAD, widower of Barbara R. Aaslestad, husband of Peggy M. Aaslestad, presently living and abiding together, domiciled in Augusta County, Virginia, whose present mailing address is 323 Baldwin Drive, Staunton, VA 24401;

(hereinafter referred to as "DONOR"), and

KATHERINE A. LAMBERTSON, wife of John Paul Lambertson, III, domiciled in Monongalia County, West Virginia, whose present mailing address is 310 Wilson Avenue, Morgantown West Virginia, 26505;

KAREN AASLESTAD-AUBOUY, wife of Andre Michel Aubouy, domiciled in Geneva, Switzerland, whose present mailing address is 3 Rue St. Leger, 1205 Geneva, Switzerland;

PETER K. AASLESTAD, husband of Joelle Marie Aaslestad, domiciled in Augusta County, Virginia, whose present mailing address is 126 William Street, Staunton, Virginia 24401;

LAUREN A. MASSEY, wife of James Randolph Massey, Jr., domiciled in the County of Johnston, North Carolina, whose present mailing address is 1237 W.C. Braswell Road, Princeton, North Carolina 27569;

(hereinafter referred to as "DONEES"),

who, after being duly sworn by me, declared that in consideration of the affection which DONOR has and bears for DONEES, DONOR does by these presents irrevocably give, grant and donate, inter vivos unto the said DONEES one-fourth (1/4) unto each, the following described property:

All of Donor's rights, title and interest, in and to the following described property, to-wit:

1. That a certain lot or parcel of land lying and being situated in the Village of Georgetown, Parish of St. Mary, Louisiana, and comprising one (1) acre, more or less; bounded newer formerly on the North by lands of T. Phillips; East by lands of T. Phillips; South by lands of A. T. Dwyer; and West by Georgetown Road;

Being the property acquired by Halvor G. Aaslestad by Judgment of Possession of Barbara Wahn Aaslestad, Probate

No. 16450 JDC, recorded February 7, 2002 in Book 44-T, Entry No. 276,254 of the Conveyance Records, St. Mary Parish, LA.

2. That certain lot or parcel of land lying and being situated in the settlement known as Georgetown, above the Village of Charenton, Louisiana, and bounded North by property of Frank Philip; South by Leon Joseph, formerly Beassie; East by property now of H.H. Dinkins, West by property now of Ernest Joseph, having a superficial area of two and one-quarter arpents of land;

Being the property acquired by Halvor G. Aaslestad by Judgment of Possession of Barbara Wohn Aaslestad, Probate No. 16450 JDC, recorded February 7, 2002 in Book 44-T, Entry No. 276,254 of Conveyance, St. Mary Parish, LA.

3. That certain tract or parcel of land lying and being situated in the Parish of St. Mary, State of Louisiana having a superficial area of three (3) arpents, and being bounded North by property now or formerly of Liberty Darsen and in part by property of Emile Perret; South by property now or formerly of Humphrey Jefferson and West by property now or formerly of Humphrey Jefferson; together with buildings and improvements thereon situated and thereto belonging, and being the same property inherited by Rachel Stevens, and by Frank Lyons from his deceased mother Rachel Stephens Lyons, as her sole and only forced heir.

Being the property acquired by Halvor G. Aaslestad by Judgment of Possession of Barbara Wohn Aaslestad, Probate No. 16450 JDC, recorded February 7, 2002 in Book 44-T, Entry No. 276,254 of Conveyance, St. Mary Parish, LA.

4. (A) a certain tract or parcel of land containing sixteen (16) acres of land, superficial measure, being the land allotted to Hyacinthe Balthazar in an act of partition with Julien Etienne, executed on July 29th, 1876, and recorded in Book S of Conveyances, Page 457, Ent. No. 13,185, wherein the said land is described as follows; "And the said Hyacinthe Balthazar takes as his full share and interest, that portion of said land lying next to the land of Michael Jeachim and others, situated on the West side of the Public Road, together with said roadway or land, in full of his share, interest, title and demand in and to said tract of land so acquired by them originally; the said portion so taken by him having about one arpent from on the West side of the Public Road, augmented by said roadway, by the depth back with parallel lines to the depth of said tract from said road, and is bounded above or North by lands of Julien Etienne, East by said Public Road, South by land of Michel Joachim and others and West by lands of Mrs. Sillan," and the entire tract of land therein referred to as being partitioned, being described as follows; "A certain tract of land situated in this Parish containing about 36 superficial arpents, bounded North by land of Marcelite Thomas, East by Bayou Teche, South by land of Michel Joachim and West by lands of Mrs. Sillan."

(B) Also a certain lot or parcel of land with the buildings and improvements thereon, not far from the tract of land above described and lying on the East side of the Main Public Road, and running back between parallel lines to Bayou Teche, bounded on the South by Reserved Road, North by Des Lignes Plantation.

Being the property acquired by Halvor G. Aaslestad by Judgment of Possession of Barbara Wohn Aaslestad, Probate No. 16450 JDC, recorded February 7, 2002 in Book 44-T, Entry No. 276,254 of Conveyance, St. Mary Parish, LA.

5. That certain tract or parcel of land lying and being situated near Baldwin in the Parish of St. Mary, Louisiana, measuring three and one-half (3 1/2) arpents, superficial measure, more or less, and bounded North by lands of Philomene Bathazar, South by Public Lane running from Public Road to the woods, and East by property of Pierre Joachim, and West by Pierre Joachim; together with all the buildings and improvements thereon situated.

That certain tract or parcel of land lying and being situated near Baldwin in the Parish of St. Mary, measuring one and one-half (1-1/2) arpents, superficial measure, more or less, and bounded North by land of Philomene Balthazar, on the East by lands of Manner Hill, on the South by Public Lane running from Public Road to the woods and on the West by lands of Jerry Pierre, formerly of Pierre Joachim; together with all rights, ways, privileges and servitudes appertaining thereto or thereto belonging.

Being the property acquired by Halvor G. Aaslestad by Judgment of Possession of Barbara Wohn Aaslestad, Probate No. 16450 JDC, recorded February 7, 2002 in Book 44-T, Entry No. 276,254 of Conveyance, St. Mary Parish, LA.

6. (A) That certain lot or parcel of land lying and being situated in the Parish of St. Mary, Louisiana, bounded North by Scipion; East by property of H.H. Dinkins; South by Scipion and West by property of Joseph and being the same property purchased by Telesphor Scipion on June 23rd, 1917, the sale being recorded in Book 3-P of Conveyances, Page 541.

(B) That certain tract or lot marked on a sketch of partition between the heirs of Polydor Scipion as Telesphor Scipion, having a front of 112 feet and eight inches running back between converging lines so as to give a rear of thirty eight feet and eight inches; bounded North by the property allotted to Marguerite Scipion, wife of John Wise; south by property allotted to Emily Scipion, East by property of H.H. Dinkins; and West by Ernest Joseph, with all the buildings and improvements thereon and being the same property allotted to Telesphor Scipion in an act of partition recorded in Book 3-B of Con. Page 533 on October 13th, 1910.

Being the property acquired by Halvor G. Aaslestad by Judgment of Possession of Barbara Wohn Aaslestad, Probate No. 16450 JDC, recorded February 7, 2002 in Book 44-T, Entry No. 276,254 of Conveyance, St. Mary Parish, LA.

7. That certain tract or parcel of land lying and being situated in the Parish of St. Mary, State of Louisiana on the East Bank of Bayou Teche, bounded North by property of Jacquet, East by Jos. Birg, South by lands of Jacquet, and West by Bayou Teche, allotted to Joseph Jacquet, as shown by plat annexed to Act of Recognition and Quit Claim recorded in Book GG of Conveyances, Page 752, Ent. No. 23,560 of date May 5th, 1897, Recorder's Office, St. Mary Parish, La.

Being the property acquired by Halvor G. Aaslestad by Judgment of Possession of Barbara Wohn Aaslestad, Probate No. 16450 JDC, recorded February 7, 2002 in Book 44-T,

**Entry No. 276,254 of Conveyance, St. Mary Parish, LA.**

8. That certain tract or lot of ground lying and being situated in the Parish of St. Mary, Louisiana, on the East side of Bayou Teche, above the property known as Shattuck & Hoffman or Des Lignes, and more particularly designed and described as Lot No. 7 on a plat of lands formerly owned by heirs of Jacquet, and as partitioned by and between the said Jacquet, said act of partition being recorded in Book GG of Conveyances, Page 753, and to which reference is made for description, and which is bounded North by 1st of Numa Jacquet, South by lot Cletaire Jean, East by land owner formerly of Sillan; West by Reserved Road, with the improvements thereon, rights, ways and privileges thereto belonging and appertaining.

Being the property acquired by Halvor G. Aaslestad by Judgment of Possession of Barbara Wohn Aaslestad, Probate No. 16450 JDC, recorded February 7, 2002 in Book 44-T, Entry No. 276,254 of Conveyance, St. Mary Parish, LA.

9. The undivided one-third in and to that certain tract or parcel of land lying and being situated in Georgetown, St. Mary Parish, Louisiana, bounded on the north by lands of Elie Gerome, South by land of Shattuck & Hoffman, East by land belonging to Edward Rochon, B.P. Stewart and Emanuel Bercegeay, and West by land of Henry Hernais and Luke Sigur; together with the undivided one-third of all buildings and improvements thereon situated and thereto belonging.

Being the property acquired by Halvor G. Aaslestad by Judgment of Possession of Barbara Wohn Aaslestad, Probate No. 16450 JDC, recorded February 7, 2002 in Book 44-T, Entry No. 276,254 of Conveyance, St. Mary Parish, LA.

10. That certain lot of ground lying and being situated in Georgetown, St. Mary Parish, Louisiana bounded on the north by land of Toussaint Beauvais, on the East by Leon Joseph, on the South by Norbert Watkins, on the West by Justin or Justine Abraham; together with all the buildings and improvements thereon situated, rights, ways, privileges and servitudes thereto belonging and appertaining.

Being the property acquired by Halvor G. Aaslestad by Judgment of Possession of Barbara Wohn Aaslestad, Probate No. 16450 JDC, recorded February 7, 2002 in Book 44-T, Entry No. 276,254 of Conveyance, St. Mary Parish, LA.

11. That certain lot of ground lying and being situated in Georgetown, St. Mary Parish, Louisiana bounded on the North by land of Toussaint Philip, East by Polydore Scipion, south by Ernest Joseph and West by Ernest Joseph, together with the buildings and improvements hereon situated, rights, ways, privileges and servitudes thereto belonging and appertaining.

Being the property acquired by Halvor G. Aaslestad by Judgment of Possession of Barbara Wohn Aaslestad, Probate No. 16450 JDC, recorded February 7, 2002 in Book 44-T, Entry No. 276,254 of the Conveyance Records, St. Mary Parish, LA.

12. That certain tract or parcel of land lying and being situated in the Parish of St. Mary, State of Louisiana, composed of Lots 1, 2 and 3 on the North half of Section Thirteen, in Township Fifteen, South Range Eleven East, in the South Western

District of Louisiana containing a superficial area of one hundred sixteen and 90/100ths acres (116.90); acquired by Peter Unsworth from Mrs. A. E. Lacy et al, under deed of record in Book CC of Conveyances, Page 746, Entry No. 21,765, of date October 23, 1893.

Being the property acquired by Halvor G. Aaslestad by Judgment of Possession of Barbara Wohn Aaslestad, Probate No. 16450 JDC, recorded February 7, 2002 in Book 44-T, Entry No. 276,254 of the Conveyance Records, St. Mary Parish, LA.

13. The undivided one-seventh (1/7) interest in and to that certain tract or parcel of land, containing 28 acres, more or less, situated in Sections Nos. 55, 73, and 75, Township 13 South, Range 8 East, St. Mary Parish, Louisiana, bounded North by property of Albania Plantation, East by property of Armand Barrilleaux and Caesar Verret, South by Bayou Teche, and West by property of Armand Barrilleaux. Together with all rights, ways, privileges, servitudes and appurtenances thereunto belonging and appertaining.

Being the property acquired by Halvor G. Aaslestad by Judgment of Possession of Barbara Wohn Aaslestad, Probate No. 16450 JDC, recorded February 7, 2002 in Book 44-T, Entry No. 276,254 of Conveyance, St. Mary Parish, LA.

14. The undivided .031250 interest in and to the following described tracts or parcels of land, lying and being situated in St. Martin Parish, Louisiana:

(a) Thirty eight acres in the Northeast Quarter of the Southeast Quarter being Section 4, Township 11 South, Range 9 East, of said Northeast Quarter of said Southeast Quarter.

(b) Twenty eight acres in the Southeast Quarter of the Northeast Quarter being Section 4, Township 11 South, Range 9 East, of said Southeast Quarter of said Northeast Quarter.

Being the property acquired by Halvor G. Aaslestad by Judgment of Possession of Barbara Wohn Aaslestad, Probate No. 16450 JDC, recorded February 7, 2002 in Book 44-T, Entry No. 276,254 of Conveyance, St. Mary Parish, LA.

#### MINERAL RIGHTS

- I. All of Donor's rights, title and interest in and to the following mineral interest in the following described property acquired by Halvor G. Aaslestad by Judgment of Possession of Barbara Wohn Aaslestad, Probate No. 16450 JDC, recorded February 7, 2002 in Book 44-T, Entry No. 276,254 of the Conveyance Records, St. Mary Parish, LA.
1. One-half of mineral reserved in sale of Lots 1, 2 and 3 (12.45 acres) acquired from Telesper Lockett, to Martial P. Lockett, recorded in Book 6-N of Conveyance, Page 191, Entry No. 71,919 of date Jan. 11, 1945.
  2. All minerals reserved in sale of Lot 40 feet on Bayou Teche by depth to Public Road, bounded North by Alice Perret; below by lands of Francis Sinitiere, containing one-half arpent to Mabel Sigur, recorded in Book 6-P of Conveyances, Page 109, Entry No. 72,546 on June 8th, 1945.

3. One-half of minerals reserved in sale of 14 acres more or less, North by Celestine Vincent; South by Francis Johnson, East by Louis Jacquet formerly, to Cleveland Lockett, recorded in Book 6-S of Conveyances, Page 229, Entry No. 73,674, February 8th, 1946.
  4. All minerals reserved in sale of Lot bounded Brown; Lane; Road; West; to Isabelle Johnson Robinson, recorded in Book 6-U of Conveyances, Page 351, Entry No. 74,515, on July 3rd, 1946.
  5. One-half of minerals reserved in sale of 15 acres North Adeline Company; East Garrett; South Morris; West Bolden, to Emile Logerman, recorded in Book 6-U of Conveyances, Page 571, Entry No. 74,801, August 28<sup>th</sup> 1946.
  6. All minerals reserved in sale of lot bounded North formerly Taylor; East formerly Pickett, South now or formerly Thomas; West Street, to David Alfred et al, recorded Book 6-X of Conveyances, Page 297, Entry No. 75,363, January 21<sup>st</sup> 1947.
  7. All minerals reserved in sale of lot bounded North formerly Taylor; East formerly Pickett, South now or formerly Thomas; West Street, to David Alfred et al, recorded Book 6-X of Conveyances, Page 297, Entry No. 75,363, January 21<sup>st</sup>, 1947.
  8. All minerals reserved in sale of 4 acres bounded North Smith; East Smith; South Jones; West Teche, and Lot Bounded North Drayden; East Church; South Drayden; West Jones, to Emmett Carroll et al, recorded in Book 7-S of Conveyances, Page 442, Entry No. 82,342 on April 17<sup>th</sup> 1951.
  9. All minerals reserved in sale of 1-1/2 acres bounded Church, Baptiste; Lane; Harding, and 1-1/2 acres bounded Harding; Passon; Self; Holloway, to Anthony Joshua, recorded Book 7-R of Conveyances, Page 337, Entry No. 82,437, on May 8<sup>th</sup> 1951.
- II. All of Donor's rights, title and interest in and to the following mineral interest in the following described property acquired by Halvor G. Aaslestad by Judgment of Possession of Barbara Wohn Aaslestad, Probate No. 16450 JDC, recorded February 7, 2002 in Book 44-T, Entry No. 276,254 of the Conveyance Records, St. Mary Parish, LA.
1. An undivided one-half (½) interest in and to mineral royalty interest:
 

.09% of ownership of mineral royalty interest hereinafter set out, affecting and relating to the following described land situated in St. Mary Parish, Louisiana, to-wit:

An undivided one-half interest in and to that certain lot or parcel of land lying and being situated in Lower Cypremort area of St. Mary Parish, Louisiana, and being more specifically described and designated as Tract "A" on map entitled "Map showing Ownership and Boundaries in Lower Cypremort, or Cypremort Point, Iberia and St. Mary Parishes, Louisiana," surveyed by Walter Y.

Kemper, C.E., and R.L. Daniel, C.E., February to November, 1940; said map being annexed to boundary agreement recorded in Book 5-Y, Page 124, Entry No. 66,729 of the Conveyance Records of St. Mary Parish, Louisiana, reference to which is made for greater particularity of description.

Being the same property acquired by Woodrow A. Robichaux from St. Mary Bank & Trust Co.

2. An undivided one-half ( $\frac{1}{2}$ ) interest in and to mineral royalty interest:

All of Donor's mineral royalty interest in and to the hereinafter described property, being a  $\frac{1}{14}$  of 1.9000%, or a .0707% mineral royalty interest therein as follows:

a) That certain parcel or tract of land containing twenty-four and  $\frac{10}{100}$  (24.10) acres, more or less, being situated in Section 37, Township 13 South, Range 9 East, St. Mary Parish, Louisiana, and more particularly identified as that parcel or tract formerly forming a part of the Adeline Sugar Factory Company, Ltd. lands, which parcel or tract is located between Bayou Teche and the old public road and is depicted within the area delineated by the letters "D", "E", "F" and "G" on that certain plat or survey made by V.E. Smith, C.E., in July 1920, said plat being attached to and made a part of that Act of Conveyance recorded under Entry No. 47,182, Book 3-X, Page 405, et seq., Conveyance Records of St. Mary Parish, Louisiana, LESS AND EXCEPT that certain lot or tract of land comprising eighty-five one hundredths (.85) more or less, of an acre previously conveyed by the St. Mary Bank and Trust Company to Joe Pope by Act of Sale dated April 20, 1932, and recorded under Entry No. 56,681, Book 4-V, Page 425, Conveyance Records of said St. Mary Parish.

b) A certain elongated tract of land containing a total of Two and  $\frac{707}{1000}$  (2.707) acres, more or less, situated in Section 37, Township 13, South, Range 9 East, St. Mary Parish, Louisiana, and more specifically identified as being a strip of land measuring fifty and  $\frac{00}{100}$  (50.00) feet, more or less, in width and upon which is located the main line switch formerly connecting the Adeline Sugar Factory Company, "Factory Site" with the main line of the M.L. T & T R.R. Co. Said strip extends in a southwesterly direction from the aforementioned "Factory Site" and includes both turn-outs, commonly known as the "Y", where said switch connects with the aforesaid main line, but does not include land under the turn-outs or "Y's" which connect said switch with the Iberia, St. Mary & Eastern Railroad or such extensions to the corn sheller and plant on the property designated as "Sims & Giles", all in accordance with that certain plat of survey made by V.E. Smith, C.E. in July, 1920, which plat is attached to and made a part of that Act of Conveyance recorded under Entry No. 47,182, Book 3-X, Page 405, et seq., Conveyance Record of St. Mary Parish, Louisiana. Subject tract or strip being the identical property designated as



Parcel No. 2 of the second portion of those lands described in that certain Act of Conveyance executed by the St. Mary Securities Company, Inc., in favor of the St. Mary Bank & Trust Company under date of November 3, 1927, and recorded under Entry No. 53,183, Book 4-N, Page 408, et seq., Conveyance Records, St. Mary Parish, Louisiana.

All of Donor's mineral royalty interest in and to the hereinafter described property, being a 1/14 of 1.9800%, or a .0707 mineral royalty interest therein as follows:

Those two certain tracts or parcels of land, lying and being situated in the Parish of St. Mary, Louisiana, on the east bank of the Atchafalaya River and now being worked and cultivated as one tract of land or sugar plantation, being bounded on the North by property now or formerly of J. H. Wilkins, on the East in part by Riverside Plantation, in part by Grand Lake and in part by swamp, on the South by Victoria Plantation, hereinafter described and herein conveyed, and on the West by the Atchafalaya River.

1) That certain lot or parcel of land, lying and being situated in the Parish of St. Mary, on the opposite side of the Atchafalaya River from Patterson, Louisiana, having a front of one hundred and twenty (120) feet on the east side of said river running back between parallel lines to the depth of forty (40) arpents, more or less bounded on the north and south by present vendees, formerly estate of J. J. Davenport, East by land now or formerly owned by Oscar Zenor, and on the West by the Atchafalaya River.

2) That certain sugar plantation situated in the Parish of St. Mary, Louisiana, containing six hundred and thirty (630) acres, more or less, bounded on the North by lands of J. H. Wilkins, in part, and in part by small tract of A. H. Thompson, East by Riverside Plantation and Grand Lake, South by Victoria Plantation of Hausmann Brothers and Norman Limited, and West by the Atchafalaya River, together with all the buildings and improvements thereon situated and rights, ways, privileges, thereunto belonging or appertaining. Said tract being commonly known and designated as "Locust Grove Plantation."

3) That certain tract of land or sugar plantation lying and being situated in the Parish of St. Mary, State of Louisiana, on the East Bank of the Atchafalaya River, being commonly known and designated as Victoria Plantation, being bounded on the North by property formerly of the Estate of John J. Davenport, known as Locust Grove, on the east in part by Engleside and Brunscrans Plantation, hereinafter described and herein conveyed, and on the West by the Atchafalaya River.

4) That certain lot or sugar plantation, lying and being situated in the Parish of St. Mary, State of Louisiana, on the east bank of the Atchafalaya River, being commonly known and designated as Buncrano Plantation, being bounded above by the Victoria Plantation, hereinabove described and herein conveyed, below by Little Hope Plantation, in front by the Atchafalaya River and in the rear by Engleside Plantation.

3. All of Donor's mineral royalty interest in and to the hereinafter described property, being a .1071% of 11.23% or a .6014% mineral royalty interest therein as follows:

All of Section 7, Township 7 South, Range 6 East, St. Landry Parish, Louisiana, less and except the SW 1/4 of the SE 1/4.  
Section 5

Section 8

W/2 of W/2 of Section 9

NW 1/4, NE 1/4, N 1/2 of SE 1/4, N 1/2 of SW 1/4, and SW 1/4 of SW 1/4 of Section 4, Township 7 South, Range 6 East

S 1/2 of SE 1/4 and SE 1/4 of SW 1/4 of Section 33, Township 6 South, Range 6 East

All of the above described property being situated in the Parish of St. Landry, State of Louisiana.

All of Donor's mineral royalty interest in and to the hereinafter described property, being a .1071% of 11/23% or a .6014 mineral royalty interest therein as follows:

Section 21

NE 1/4 and E 1/2 of NW 1/4 of Section 29

SE 1/4 of Section 17

All in Township 7 South, Range 6 East, St. Landry Parish, Louisiana.

Being the property acquired by Halvor G. Aaslestad by Judgment of Possession of Barbara Wohn Aaslestad, Probate No. 16450 JDC, recorded February 7, 2002 in Book 44-T, Entry No. 276,254 of Conveyance, St. Mary Parish, LA.

DONEES appear herein and accept this donation in accordance with the terms hereof and acknowledges gratitude therefor.

THUS DONE AND SIGNED on the 2 day of July, 2007, in Staunton, Augusta County, Virginia, in the presence of the undersigned competent witnesses, who

hereunto sign their names with the said appearers and me, Notary, after due reading of the whole.

WITNESSES:

Stephanie Kang  
Stephanie Kang  
Kimberly M. Deane

Halvor G. Aaslestad  
HALVOR G. AASLESTAD  
DONOR  
Peter K. Aaslestad  
PETER K. AASLESTAD  
DONEE

Name: Cheryl Reed Bar No. 262082  
Notary Public  
My Commission Expires 8/31/07



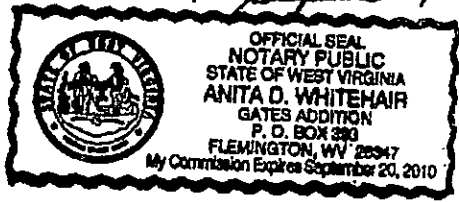
Thus done and signed on the 1<sup>st</sup> day of August, 2007, at Morgantown, Monongalia County, West Virginia in the presence of the undersigned Notary Public qualified in said state and county, after due reading of the whole.

WITNESSES:

[Signature]  
[Signature]

[Signature]  
KATHERINE AASLESTAD LAMBERTS & M  
DONEE

Name: Anita Whitehair Bar No. \_\_\_\_\_  
Notary Public  
My Commission Expires Sept 20, 2010



Thus done and signed on the 25<sup>th</sup> day of July, 2007, at Geneva, Staunton  
~~Switzerland~~ <sup>Virginia</sup> in the presence of the undersigned Notary Public qualified in said city and  
 country, after due reading of the whole.

WITNESSES:

Melissa C. Avey  
Bonnie J. Battle

Karen Aaslestad Aubouy  
 KAREN AASLESTAD-AUBOUY

Ann H. Ashworth  
 Name: Ann H. Ashworth Bar No. 236772  
 Notary Public  
 My Commission Expires My Commission Expires November 30, 2008

Thus done and signed on the 4<sup>th</sup> day of August, 2007, at Princeton, Johnston County, North Carolina in the presence of the undersigned Notary Public qualified in said state and county, after due reading of the whole.

WITNESSES:

James R. Massey  
Chris Kinrade

Lauren Aaslestad Massey  
LAUREN AASLESTAD MASSEY  
DONEE

Roger Christopher Kinrade  
Name: ROGER CHRISTOPHER KINRADE Bar No. \_\_\_\_\_  
Notary Public  
My Commission Expires MARCH 13, 2011



**St. Martin Parish Recording Page**

Becky P Patin  
CLERK OF COURT  
P.O. BOX 308  
St. Martinville, LA 70582  
(337) 394-2210

**First VENDOR**

CASE, BILLY JAMES

**First VENDEE**

BAYOU BRIDGE PIPELINE LLC

Index Type : CONVEYANCE

Inst Number : 514099

Type of Document : EASEMENT AND PLAT

Book : 1773 Page : 364

Recording Pages : 11

**Recorded Information**

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Martin Parish, Louisiana

On (Recorded Date) : 12/12/2017

At (Recorded Time) : 10:42:57AM



Doc ID - 007375830011

*Judy R. Cormier*  
Deputy Clerk



**PROJECT: Bayou Bridge Pipeline**  
**TRACT NUMBER: LA-SM-6666**  
**LA-SM-6668**  
**LA-SM-6670**  
**LA-SM-6681**

**PARISH: St Martin**

**PERMANENT EASEMENT AGREEMENT**

**STATE OF LOUISIANA**

**PARISH OF ST MARTIN**

**KNOW ALL MEN BY THESE PRESENTS THAT:**

the undersigned, hereinafter called GRANTOR(S), in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and adequacy of which consideration are hereby acknowledged, and of the obligations hereinafter undertaken by GRANTEE herein, does hereby grant, bargain, sell and convey unto:

**BAYOU BRIDGE PIPELINE, LLC**, a Louisiana limited liability corporation domiciled at 1300 Main, Houston, Texas 77002, herein represented by its duly authorized manager/member, pursuant to Certificate of Authority attached hereto and made a part hereof;

hereinafter called GRANTEE, a servitude or right of way along and through a strip of land Fifty (50') feet in width as shown on the plat attached hereto and made a part hereof as Exhibit "B," for the purpose of constructing, maintaining, operating, repairing, replacing and removing in whole or in part, one (1) pipeline with a maximum diameter of Thirty Inches (30") inches, outside measurement, for the transportation of liquid hydrocarbons including crude oil and all by-products thereof, or gases which can be transported through pipeline, as well as natural gas and all by-products thereof, across the following described land situated in St. Martin Parish, Louisiana, to-wit:

**LA-SM-6666:** That certain tract of land composed of 525.58 acre(s), more or less, located in Section 31, T10S - R 09E, in St Martin Parish, Louisiana, and being more particularly described as the S/2, less and except the NWSE; S/2 NE; NWNE; S/2 NW and the NENW being a portion of the lands described in Book 651, Page 679, Instrument 154338 of the public records of said Parish.

**LA-SM-6668:** That certain tract or parcel of land containing 106.88 acres, more or less, described as the Fractional E/2 of Section 32, T10S - R09E, St Martin Parish, Louisiana and being a portion of the property described in that certain Cash Deed recorded at Book 651, Page 679, Entry # 154338 of the said parish.

**LA-SM-6670:** That certain tract of land composed of 80.53 acre(s), more or less, located in Section 33, T10S, R9E, in St. Martin Parish, Louisiana, and being more particularly described as Lots 3 and 4 in Book 1710, Page 477 of the public records of said Parish.

**LA-SM-6681:** That certain tract of land composed of 38.00 acre(s), more or less, located in Section 4, T11S, R9E, in St. Martin Parish, Louisiana, and being more particularly described as the Northeast Quarter of the Southeast Quarter in Book 784, Page 176 of the public records of said Parish.

Said right of way and servitude is granted by GRANTOR and accepted by GRANTEE under and subject to the following covenants, stipulations and conditions:

1. The rights herein granted, except during the period of original construction, shall be limited exclusively to said above described Fifty (50') foot strip of land and the purposes above provided. During the period of original construction, in order to provide working room required by GRANTEE, GRANTEE may for such purpose utilize the surface of GRANTOR'S said land along said right of way to the extent of a whole width of Seventy (75') feet (including the Fifty (50') foot right of way), the additional Seventy-Five Feet (75') feet of working room to be located contiguous and adjacent to the said Fifty (50') foot right of way. At canal, bayou, ditch or road crossing, where boring may be required, GRANTEE shall be permitted to utilize the surface of GRANTOR'S property for a maximum width of One Hundred Twenty Five (125') feet as depicted in Exhibit B. GRANTEE shall not have the right to use GRANTOR'S roads located on GRANTOR'S property except by special arrangements made with GRANTOR.



2. The rights herein granted shall terminate and be of no further effect if GRANTEE shall fail to commence construction of said pipeline facilities, and after commencement prosecute its operations with diligence, within thirty-six (36) months after the date of this instrument.

3. GRANTOR reserves the right to the full use and enjoyment of said Fifty (50') foot strip of land included within said right of way, except as the same may be necessary for the purposes herein specifically granted, and, GRANTOR particularly reserves unto itself, its agents, representatives, successors and assigns as to said strip of land, it being understood Grantor will construct no building or other permanent structure within the servitude:

- (a) The right to cross under or over said pipeline with other pipelines and, for this purpose, to dig under said pipeline, provided that any such crossing shall be made in accordance with standard and accepted engineering practices and in such manner as to not unreasonably interfere with the operations or maintenance of GRANTEE'S pipeline, and also provided that any commercial pipeline, belonging to some party other than GRANTOR, which crosses GRANTEE'S line, shall be laid and constructed below GRANTEE'S line, provided, however that in the event such other pipeline is being constructed by or for GRANTOR, GRANTOR will give GRANTEE 30 days written notice before allowing such construction to commence;
- (b) The right to construct a road or roads and a bridge or bridges across said pipeline and right-of-way-strip; provided that any such crossing shall be made in accordance with standard and accepted engineering practices and in such manner as to not unreasonably interfere with the operations or maintenance of GRANTEE'S pipeline,
- (c) The right to construct and/or clear and maintain drainage ditches across, over or under said pipeline; provided that any such crossing shall be made in accordance with standard and accepted engineering practices and in such manner as to not unreasonably interfere with the operations or maintenance of GRANTEE'S pipeline,
- (d) The right to conduct agricultural operations of any character over said pipeline, including planting, cultivation, pasturing, drainage, irrigation and harvesting of any and all agricultural crops;
- (e) The right to construct and maintain fence or fences across said right of way and to include said right of way within fences; provided GRANTEE shall have the right to install gates with locks thereon in said fences at points where said fences cross GRANTEE'S right of way, for GRANTEE'S use in obtaining ingress to and egress from and along its right of way; and

4. The rights herein granted shall not vest in or be construed to vest in GRANTEE any right, title or interest in or to the surface (other than the servitude herein specifically provided) or to any minerals or mineral rights, in, on, under or that may be produced from the property above described, nor as requiring the consent of GRANTEE to any lease, grant or other contract affecting either the surface, minerals or mineral rights with respect to the above described property. It is particularly understood that GRANTEE'S rights are and shall be subordinate, inferior and subject to any existing or future oil, gas and mineral lease or leases, and the rights herein granted shall not interfere with the exploration for or development, production or marketing of any minerals there under; provided there shall be no oil, gas or mineral operations conducted on the surface of the servitude strip.

5. Subject to the exceptions hereinafter set forth, GRANTEE shall not sell, assign, transfer, lease or sublease said right of way and/or said pipeline without the consent of GRANTOR, which consent shall not be unreasonably withheld. Consent of GRANTOR shall not be required or necessary for any sale, assignment, transfer, lease or sublease of said right of way and/or said pipeline by GRANTEE to any parent corporation, subsidiary or partnership of GRANTEE, or to any sale, assignment, transfer, lease or sublease from any of said corporations or companies to another of said corporations or companies, or where such is for the purpose of reorganization, consolidation or merger, nor shall such consent be required or necessary for any mortgage, pledge, or other type of encumbrance of said right of way and/or said pipeline. It is understood and agreed that no sale, assignment, transfer, lease or sublease of said right of way and servitude and/or GRANTEE'S interest in said pipeline shall relieve GRANTEE of its obligations hereunder. GRANTEE shall notify GRANTOR in writing of any such sale, assignment, transfer, lease or sublease from any of said corporations or companies to another of said corporations or companies, or where such is for the purpose of reorganization, consolidation or merger.

6. Grantee agrees to limit the above ground appurtenances to the necessary vents, markers and cathodic test leads as required by law.

7. All wooded lands shall be cleared in a good and workmanlike manner and, where practical and feasible, stumps shall be grubbed. GRANTEE shall remove from said property or burn on the right-of-way strip as soon as practical any and all stumps, fallen trees, logs, wood and debris which may result from the exercise of its rights hereunder.

8. During, or as a result of, any work performed by GRANTEE hereunder, GRANTEE shall not interfere with the drainage from or across GRANTOR'S property, and shall not obstruct or impede the use of any road. In order to avoid any such obstruction or impediment, GRANTEE shall, if requested by GRANTOR, provide

temporary bridges or other facilities in order that the use of such roads by GRANTOR may not be interrupted. Because of adverse consequences resulting from the impeding of drainage of GRANTOR'S land, no ditch or canal shall be left obstructed overnight. If any ditch or canal is so left obstructed, and as a result thereof the drainage of water is actually impeded, GRANTOR may remove such obstruction and GRANTEE shall be responsible for the cost thereof.

9(a). GRANTEE shall pay to GRANTOR all loss and damages caused to or inflicted on GRANTOR which are either directly or indirectly caused by the laying, maintaining, operating or removal of said pipeline, or in otherwise exercising the rights herein granted, including, but not by way of limitation, damages to buildings, crops, croplands, roads, fences, bridges, timber, drainage ditches and canals and other property or improvements of any nature or kind.

(b). If in the operations of said pipelines, any product or material escapes from said line, GRANTEE shall be responsible not only for damages to any existing timber and to other property of GRANTOR, but shall also be responsible for the loss of all future timber which may result from the soil being thereby rendered unfit or adversely affected for timber production. Such damage shall be computed and paid annually during the entire period that the soil is so affected, and shall be computed on the basis of the average yield and matured value of such timber produced on the remainder of GRANTOR'S property. If there is no such timber on the remainder of GRANTOR'S property, damages shall be computed on the basis of yields on comparable lands in the area.

10. GRANTEE assumes all risks of and shall defend, indemnify and save GRANTOR, its officers, directors and employees, harmless from and against all claims, demands, actions or suits (including reasonable costs and expenses incident thereto) for or on account of injuries to (including death of) persons or damage to property, arising wholly or in part from or in connection with the laying, maintaining, operations, changes in, alterations to or removal of GRANTEE'S pipeline. In the event of any suit or action brought against GRANTOR for or on account of any such damage, injury or death, GRANTOR shall notify GRANTEE, and GRANTEE shall appear and defend said suit or action at its costs and expense, and will pay and satisfy any judgment that may be rendered therein against GRANTOR, when such suit or action has been finally determined. GRANTOR shall not be liable for any damage or injury caused or sustained to GRANTEE'S pipeline, or for the loss of any product transported therein, as a result of GRANTOR'S lawful operations. The provision of this paragraph shall survive the termination of this Agreement, unless said pipeline is removed and a Release of Servitude is filed of record.

11. GRANTEE shall obtain from an insurance company licensed to do business in the State of Louisiana a policy or policies of liability insurance insuring against bodily injury, property damage and medical expenses with policy limits of at least FIVE MILLION (\$5,000,000.00) DOLLARS and naming GRANTOR to the extent of Grantee's indemnity obligations as an additional insured, which said policy or policies, or similar policies, shall remain in effect throughout the existence of this servitude and right of way. GRANTEE shall furnish to GRANTOR a certificate evidencing such insurance and agreeing to give GRANTOR at least thirty (30) days written notice of any cancellation thereof prior to GRANTEE'S possession and use of the servitude and right of way.

12. GRANTEE shall conduct its operations hereunder in compliance with all applicable local, state and federal laws and regulations, including particularly, but without limitation, the Federal Environmental Protection Agency and the Louisiana Department of Environmental Quality, and shall defend, indemnify and save GRANTOR, its officers, agents and partners, harmless from any and all monetary damages, civil or criminal fines or penalties and any and all orders or mandatory or prohibitive injunctions resulting from the violation or alleged violations of any such law or regulation or resulting from the contamination or alleged contamination of the environment caused by the exercise by GRANTEE of any of its rights hereunder. The provisions of this subparagraph shall survive the termination of this agreement.

13(a). GRANTEE shall bury the top of said pipeline to a minimum depth of 48 inches below surface level of said land and a minimum depth of 30 inches below the bottom of all present ditches or canals. In timber, marsh and swamp areas the pipeline shall be located at a depth of at least 36 inches below the elevation of the surface of the ground as it exists at the time of the commencement of the pipeline. GRANTEE shall place a permanent monument on each side of canals across which said pipelines may be constructed, and on each adjacent owner's property line. In the event it becomes necessary in the maintenance or improvement of the drainage of GRANTOR'S property to lower the bottom of any drainage ditch or canal or to construct additional drainage ditches or canals, traversing said pipeline, and in GRANTOR'S opinion the pipeline constructed by GRANTEE under the provisions hereof interferes with such ditches or canals GRANTEE shall, at its cost, within 90 days after receiving written notice from GRANTOR of such interference (which notice shall state the location of any such ditch or canal and the proposed depth thereof), commence operations to eliminate the interference. If GRANTOR and GRANTEE have been unable within said 90-day period to mutually agree on some other method of eliminating the interference, GRANTEE shall do so by lowering said pipeline to a depth of not less than ten (10") inches below the bottom of any such ditch or canal.

(b). In the original or any subsequent excavation of the pipeline ditch through GRANTOR'S land, Grantee shall separate the top soil from the bottom soil; and in returning the soil to the ditch, Grantee shall return the bottom soil to the bottom of the ditch and the top soil to the top. Any excess water shall be pumped from the excavated pipeline ditch by Grantee, prior to returning soil to the ditch.

14. In the construction, maintenance or removal of the pipeline GRANTEE shall refill all trenches or other excavations dug in connection with such work and return all spoils thereto without delay. GRANTEE shall firmly pack and level, as nearly as may be practical, to the level of the adjoining land, the dirt in such excavations over the pipeline, and at a later date, if required to do so by GRANTOR as a result of settlement below the normal surface level, shall place additional dirt therein and again pack and level the dirt placed in such excavation.

15. GRANTEE shall repair all roads, bridges, ditches and canals located on the above described property which may become worn, damaged or destroyed by GRANTEE in the laying, construction, maintenance, use, repair or removal of said pipeline, in order that such roads, bridges and canals shall be restored to at least as good condition as existed prior to such work.

16. If at any time after the original or any subsequent work by GRANTEE in the laying, repairing or maintaining of said pipeline, or in other operations hereunder, and as a result thereof, any road, ditch or canal settles, caves or sloughs, or otherwise becomes out of repair, GRANTEE shall make the necessary repairs and restorations on receipt of written notice from GRANTOR, and in the absence of flood, strike, insurrection or other conditions completely beyond GRANTEE'S control, shall commence such repair or restoration work within ten (10) working days after receipt of such notice from GRANTOR, and shall prosecute such work with diligence after its commencement; provided that the commencement of such work within said ten (10) day period, or the failure to do so because of any such conditions, shall not relieve GRANTEE of any damages which may be suffered by GRANTOR as a result of such settling, caving, sloughing or disrepair.

17. If any railroad, highway, public road or other similar facility is constructed across said right of way and it thereby becomes necessary to encase or otherwise protect GRANTEE'S pipeline, such encasement or other protective work shall be installed and performed by GRANTEE at GRANTEE'S expense; provided that unless such other facility is being installed by GRANTOR or on its behalf or at its request, nothing contained in this paragraph shall preclude GRANTEE from making claim and from obtaining reimbursement, if entitled thereto, for the cost of such work against the party installing such facility.

18. GRANTEE shall secure all necessary authorization and permits for the construction of said pipeline, and the plans and specifications thereof shall be in accord with sound engineering and safety principles.

19. In the event insurance rates affecting fire, extended coverage, public liability or other risk insured against are increased above normal rates due to the construction, operation or existence of the pipeline herein authorized, or due to GRANTEE'S otherwise exercising its rights hereunder, then GRANTEE will assume the payment of any such increase, but only to the extent of the difference between normal rates and such increased rate as may be the result of the installation and operation of said line. In the event of such an increase GRANTOR shall be obligated to furnish GRANTEE written information verifying the amount of such increase and the reasons therefore.

20. The obligations and restrictions imposed on GRANTEE hereunder are not exclusive, but are in addition to any and all obligations and restrictions which are now or may be hereafter imposed by law.

21. This grant is made without warranty, either expressed or implied, and without any recourse whatever, not even the return of the consideration paid to GRANTOR.

22. Grantee shall initially construct the Pipeline to a minimum depth of forty-eight (48") inches below the surface of the ground measured at natural ground level (which shall not include any man-made spoil banks, ridges, levees or the like).

23. Removal and/or Abandonment in Place. Within 180 days after termination of this Right-of-Way Agreement, however terminated, GRANTEE shall remove all improvements placed on the surface of the right-of-way and shall cut, cap and purge the pipeline of product, fill the line with an inert substance and abandon the pipeline in place in accordance with all government regulations, or, upon GRANTOR'S written request, with reasonable promptness, at GRANTEE'S cost and expense remove those segments of the pipeline and its facilities from the right-of-way which interfere with any proposed development of GRANTOR'S property, and otherwise reasonably restore the premises to the same condition in which it was prior to the removal of the pipeline. After termination, the pipeline shall remain the property of GRANTEE, provided, however, GRANTOR shall have the right, at its option, upon written notice to GRANTEE, to appropriate the abandoned pipeline, without the right of claim by GRANTEE for compensation. Further, should at any time after abandonment of the pipeline, government regulations be promulgated that require removal of the pipeline, GRANTEE shall be obligated to remove the pipeline in accordance with said regulations, provided GRANTOR has not heretofore appropriated the pipeline as provided for herein.

24. The waiver of a breach of any of the terms or conditions hereof shall be limited to the act or acts constituting such breach and shall never be construed as being a continuing or permanent waiver of any of the terms or conditions or as a waiver of any other terms and conditions, all of which shall be and remain in full force and effect, notwithstanding any such waiver.

25. Any notice or other communication given under or with respect to this right-of-way grant by GRANTOR to GRANTEE shall be given by certified mail or telegram addressed to GRANTEE at: BAYOU BRIDGE PIPELINE, LLC, a Louisiana limited liability corporation domiciled at 1300 Main, Houston, Texas 77002.

This agreement shall extend to and be binding on the heirs, executors, administrators, successors and assigns of the parties hereto.

WITNESS:

GRANTOR:

Sign Chad Thomas

Billy James Case  
Billy James Case

Print Chad Thomas

Sign [Signature]

Print Steven Flynn

ACKNOWLEDGEMENT

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

Personally appeared before me, \_\_\_\_\_, a Notary Public of the state and parish aforesaid, personally came \_\_\_\_\_, and \_\_\_\_\_ to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged the foregoing instrument to be (his/her/their) free act and deed.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Notary Public)  
My commission expires: \_\_\_\_\_  
Notary Number: \_\_\_\_\_

STATE OF LOUISIANA

PARISH OF LAFAYETTE

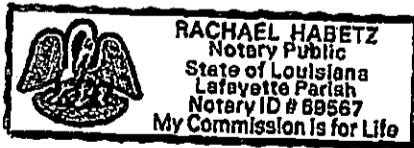
Personally appeared before me, Rachael Habetz a Notary Public of the state and parish aforesaid, personally came Chad Thomas who being first duly sworn deposes and states that he/she was one of the subscribing witnesses to the execution of the foregoing instrument by

Billy James Case, who signed the same in his/her presence and that of the other subscribing witness whose names are affixed as such and that he/she now recognizes all said signatures to be true and genuine.

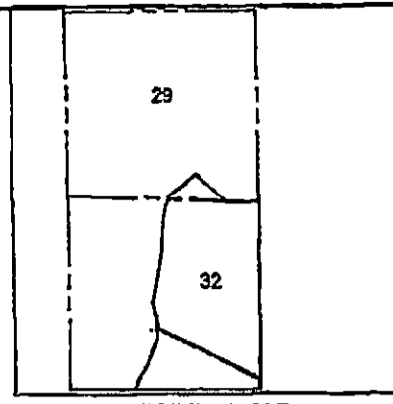
Chad Thomas  
Subscribing Witness

Witness my hand and official seal this 14<sup>th</sup> day of April, 2011

R Habetz  
(Notary Public)  
My commission expires: at death  
Notary Number: 69567



**EXHIBIT "B"**  
**ST. MARTIN PARISH, LA**  
**SECTION 32, T-10-S, R-9-E**

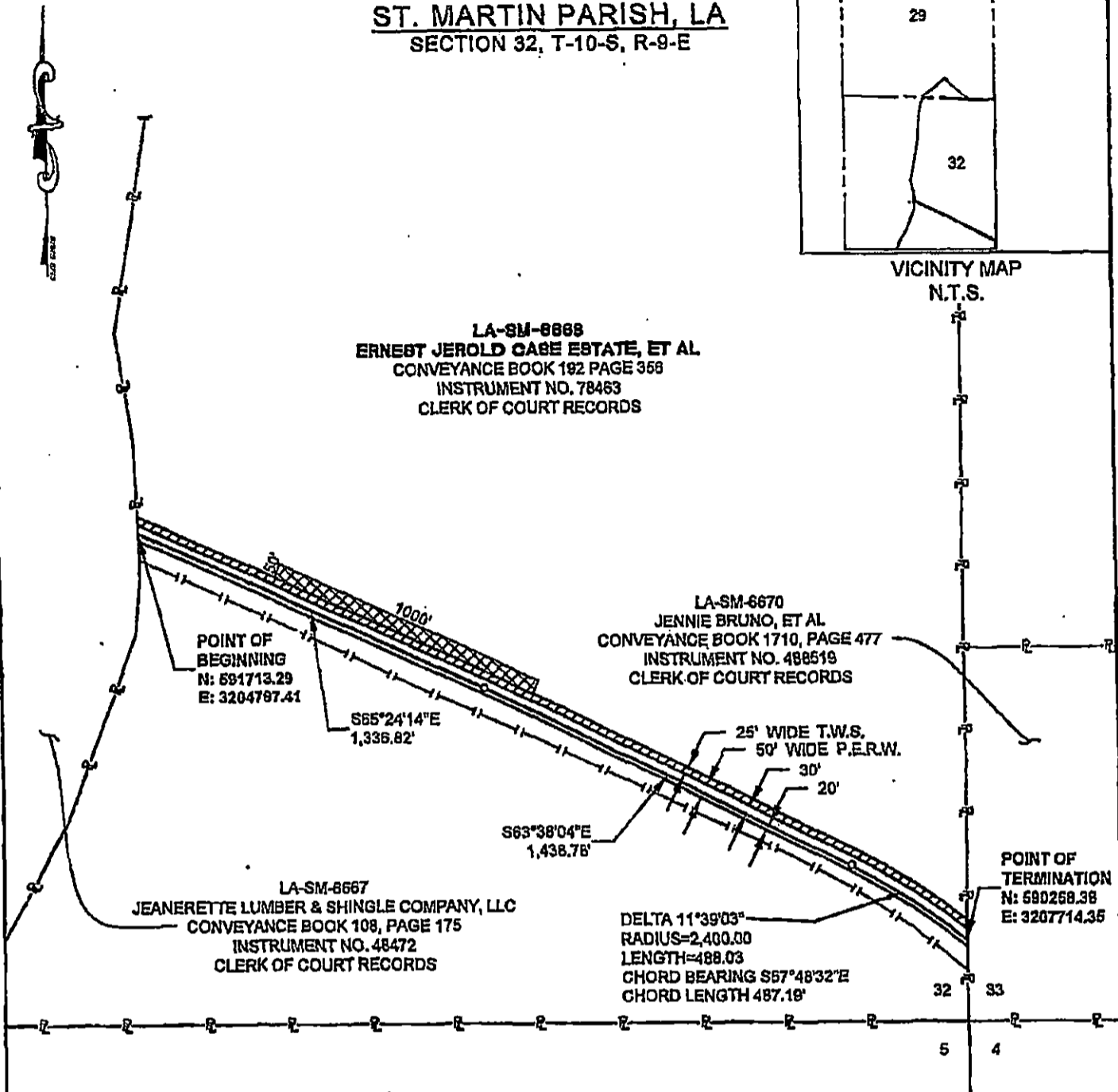


**LA-SM-8868**  
**ERNEST JEROLD CASE ESTATE, ET AL**  
 CONVEYANCE BOOK 182 PAGE 368  
 INSTRUMENT NO. 78463  
 CLERK OF COURT RECORDS

**LA-SM-6670**  
**JENNIE BRUNO, ET AL**  
 CONVEYANCE BOOK 1710, PAGE 477  
 INSTRUMENT NO. 488519  
 CLERK OF COURT RECORDS

**LA-SM-8667**  
**JEANERETTE LUMBER & SHINGLE COMPANY, LLC**  
 CONVEYANCE BOOK 108, PAGE 175  
 INSTRUMENT NO. 48472  
 CLERK OF COURT RECORDS

**DELTA 11°39'03"**  
**RADIUS=2,400.00**  
**LENGTH=488.03**  
**CHORD BEARING S67°48'32"E**  
**CHORD LENGTH 487.18'**



L=488.03, R=2400.00

TOTAL DISTANCE ACROSS PROPERTY:	3283.64 FEET
	OR
	197.80 RODS
TOTAL AREA OF P.E.R.W.:	3.75 ACRES
TOTAL AREA OF T.W.S.:	1.67 ACRES
TOTAL AREA OF A.T.W.S.:	1.15 ACRE

**NOTES**

- ALL BEARINGS, DISTANCES, & COORDINATES SHOWN HEREON ARE GRID BASED UPON NAD83 LOUISIANA STATE PLANE, SOUTHERN ZONE 1702, NORTH AMERICAN DATUM OF 1983 [NAD83(2011)(EPOCH:2010.0000)], U.S. SURVEY FEET DERIVED FROM G.P.S. OBSERVATIONS CONDUCTED BY TRC PIPELINE SERVICES, LLC IN NOVEMBER, 2018.
- ALL TITLE INFORMATION SHOWN HEREIN, IS BASED UPON TITLE RESEARCH CONDUCTED BY DOYLE LAND SERVICES, INC.
- ANY PLAT THAT DOES NOT HAVE AN ORIGINAL SIGNATURE, SHOULD BE CONSIDERED AS A COPY.

I, GARY W. CARLILE, A PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED UNDER MY DIRECT SUPERVISION AND CONTROL AND THAT IT SUBSTANTIALLY CONFORMS TO LAC TITLE 48, PART XI 2909 FOR ROUTE SURVEYS TO THE BEST OF MY KNOWLEDGE AND BELIEF.

**LEGEND**

- |          |                                   |                       |
|----------|-----------------------------------|-----------------------|
| I.R.     | IRON ROD                          | 250 0 250 500         |
| I.P.     | IRON PIPE                         |                       |
| FND.     | FOUND                             | GRAPHIC SCALE IN FEET |
| N.T.S.   | NOT TO SCALE                      |                       |
| P.A.R.   | PERMANENT ACCESS ROAD             |                       |
| T.A.R.   | TEMPORARY ACCESS ROAD             |                       |
| T.W.S.   | TEMPORARY WORKSPACE               |                       |
| A.T.W.S. | ADDITIONAL TEMPORARY WORKSPACE    |                       |
| P.E.R.W. | PERMANENT EASEMENT & RIGHT OF WAY |                       |
|          | BROKEN LINE NOT SCALABLE          |                       |
|          | PROPERTY LINE                     |                       |
|          | BASELINE                          |                       |
|          | EXISTING PIPELINE                 |                       |
|          | SECTION LINE                      |                       |
|          | 20FT WIDE ACCESS ROAD             |                       |

**BAYOU BRIDGE PIPELINE, LLC**

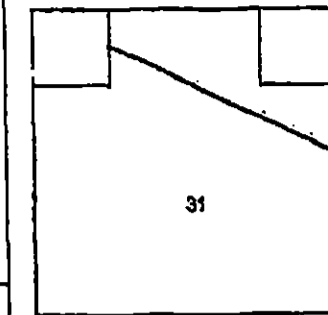
DWG BY:	CP	BAYOU BRIDGE PIPELINE PROJECT PERMANENT EASEMENT & RIGHT OF WAY ACROSS THE PROPERTY OF ERNEST JEROLD CASE ESTATE, ET AL ST. MARTIN PARISH, LA
CKD BY:	TRC	
MAP DATE:	2/21/17	
SCALE:	1"=600'	
REV#	DATE	DESCRIPTION
DRAWING:	LA-SM-8868	SHEET NO. 1 OF 1



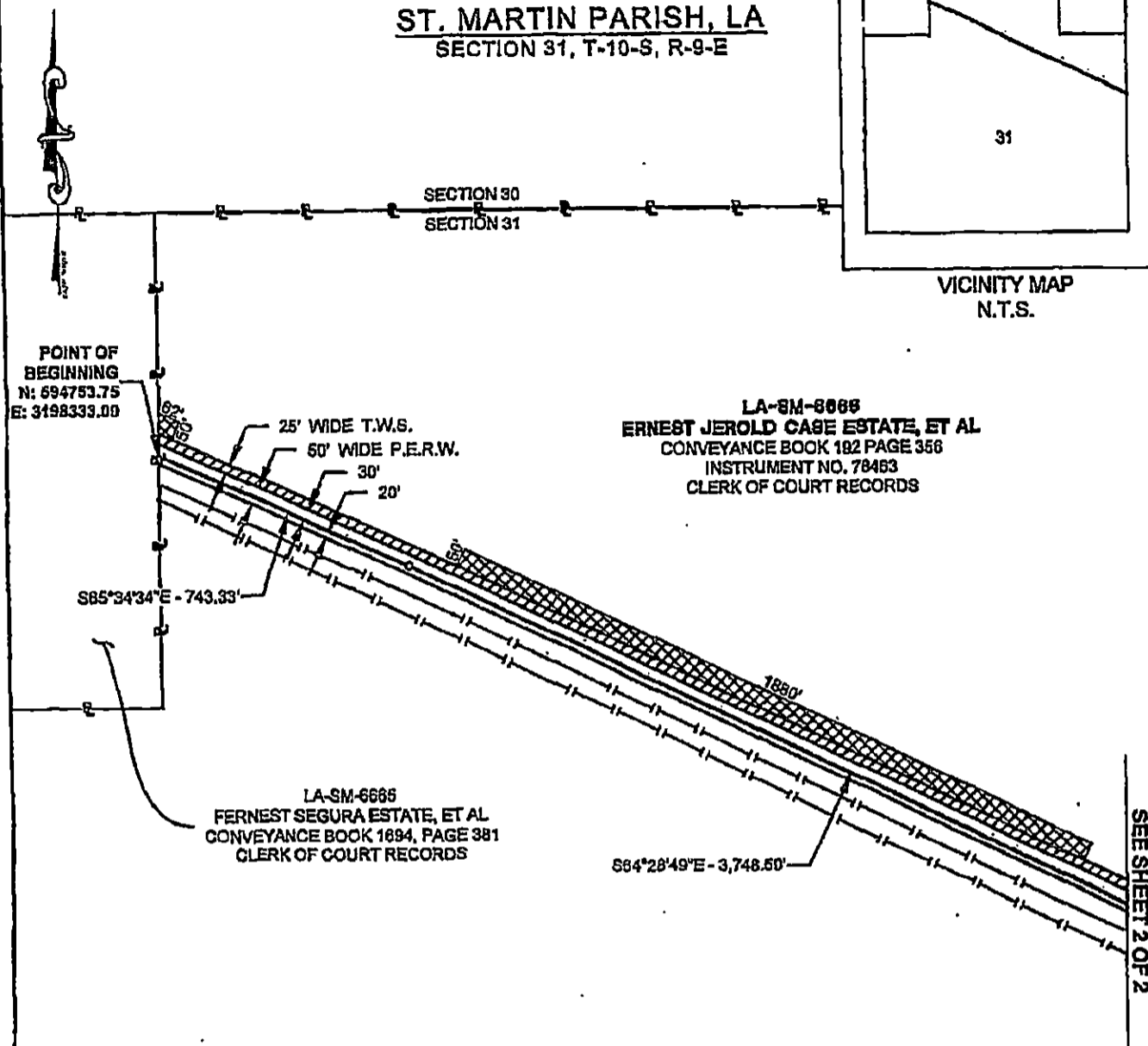
*Gary W. Carlile*  
 GARY W. CARLILE RPLS NO 4537  
 SURVEY FIRM LICENSE NO. VF.0000712

**TRC** 16330 Park Ten Place  
 Houston, TX 77084  
 (281) 616-0100

**EXHIBIT "B"**  
**ST. MARTIN PARISH, LA**  
**SECTION 31, T-10-S, R-9-E**



VICINITY MAP  
N.T.S.



**LA-SM-8666**  
**ERNEST JEROLD CASE ESTATE, ET AL**  
 CONVEYANCE BOOK 182 PAGE 358  
 INSTRUMENT NO. 78463  
 CLERK OF COURT RECORDS

**LA-SM-6666**  
**FERNEST SEGURA ESTATE, ET AL**  
 CONVEYANCE BOOK 1694, PAGE 381  
 CLERK OF COURT RECORDS

SEE SHEET 2 OF 2

TOTAL DISTANCE ACROSS PROPERTY:	4491.83 FEET
OR	272.23 RODS.
TOTAL AREA OF P.E.R.W.:	5.16 ACRES
TOTAL AREA OF T.W.S.:	2.58 ACRES
TOTAL AREA OF A.T.W.S.:	2.21 ACRE

**NOTES**

- ALL BEARINGS, DISTANCES, & COORDINATES SHOWN HEREON ARE GRID BASED UPON NAD83 LOUISIANA STATE PLANE, SOUTHERN ZONE 1702, NORTH AMERICAN DATUM OF 1883 (NAD83(2011)(EPOCH:2010.0000)), U.S. SURVEY FEET DERIVED FROM C.P.S. OBSERVATIONS CONDUCTED BY TRC PIPELINE SERVICES, LLC IN NOVEMBER, 2016.
- ALL TITLE INFORMATION SHOWN HEREIN, IS BASED UPON TITLE RESEARCH CONDUCTED BY DOYLE LAND SERVICES, INC.
- ANY PLAT THAT DOES NOT HAVE AN ORIGINAL SIGNATURE, SHOULD BE CONSIDERED AS A COPY.

I, GARY W. CARLILE, A PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED UNDER MY DIRECT SUPERVISION AND CONTROL AND THAT IT SUBSTANTIALLY CONFORMS TO LAC TITLE 46, PART XI 2809 FOR ROUTE SURVEYS TO THE BEST OF MY KNOWLEDGE AND BELIEF.

**LEGEND**

- I.R. IRON ROD
- I.P. IRON PIPE
- FND. FOUND
- N.T.S. NOT TO SCALE
- P.A.R. PERMANENT ACCESS ROAD
- T.A.R. TEMPORARY ACCESS ROAD
- T.W.S. TEMPORARY WORKSPACE
- A.T.W.S. ADDITIONAL TEMPORARY WORKSPACE
- P.E.R.W. PERMANENT EASEMENT & RIGHT OF WAY
- BROKEN LINE NOT SCALABLE
- PROPERTY LINE
- BASELINE
- EXISTING PIPELINE
- SECTION LINE
- ⊕ 20FT WIDE ACCESS ROAD



*Gary W. Carlile*



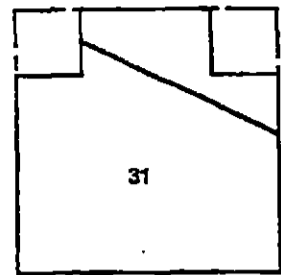
GARY W. CARLILE RPLS NO 4537  
 SURVEY FIRM LICENSE NO. VF.0000712



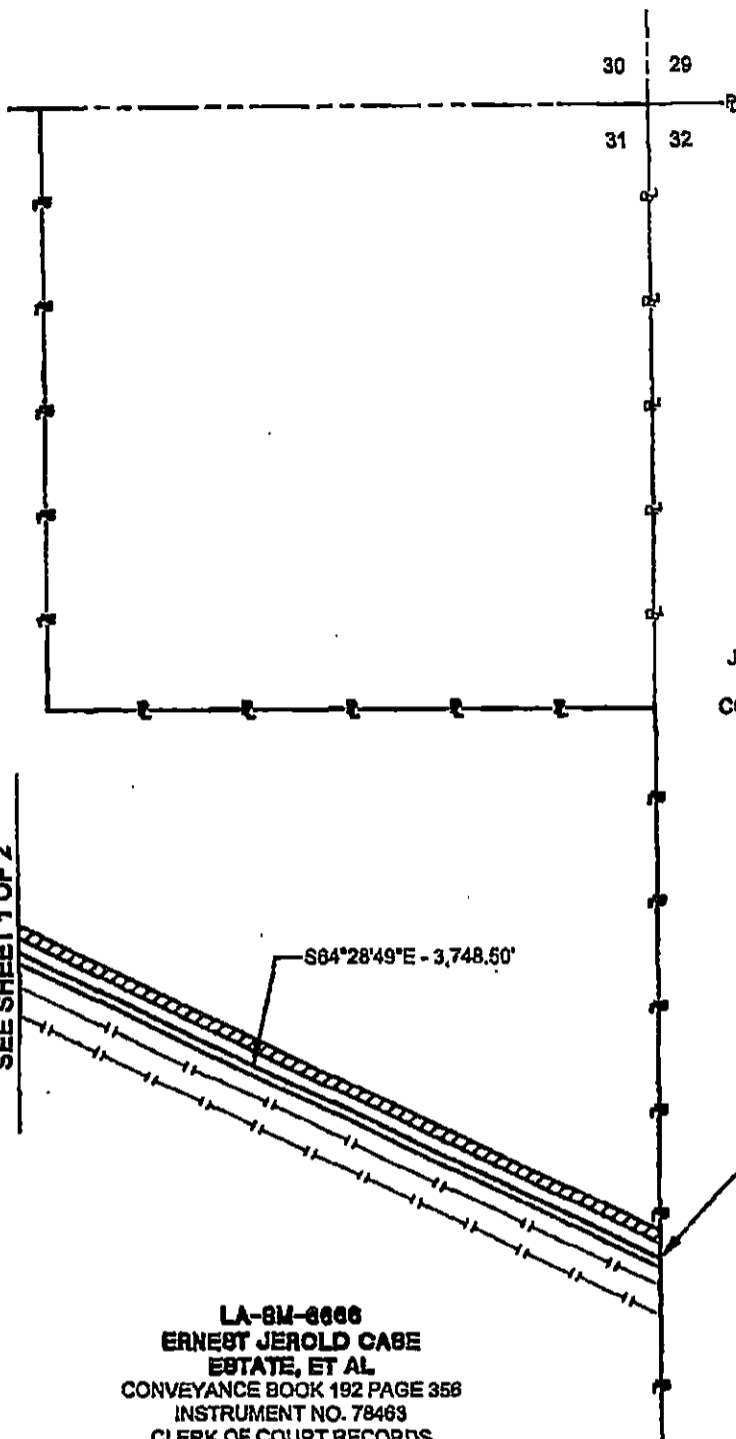
16350 Park Ten Place  
 Houston, TX 77084  
 (281) 616-0100

<b>BAYOU BRIDGE PIPELINE, LLC</b>	
DWG BY: CP	BAYOU BRIDGE PIPELINE PROJECT PERMANENT EASEMENT & RIGHT OF WAY ACROSS THE PROPERTY OF ERNEST JEROLD CASE ESTATE, ET AL ST. MARTIN PARISH, LA
CKD BY: TRC	
MAP DATE: 2/20/17	
SCALE: 1"=400'	DESCRIPTION
REV# DATE	
DRAWING:	LA-SM-6666 SHEET NO. 1 OF 2

**EXHIBIT "B"**  
**ST. MARTIN PARISH, LA**  
**SECTION 31, T-10-S, R-9-E**



VICINITY MAP  
N.T.S.



LA-SM-6667  
 JEANERETTE LUMBER & SHINGLE  
 COMPANY, LLC  
 CONVEYANCE BOOK 108, PAGE 175  
 INSTRUMENT NO. 48472  
 CLERK OF COURT RECORDS

SEE SHEET 1 OF 2

POINT OF  
 TERMINATION  
 N: 592831.45  
 E: 3202392.69

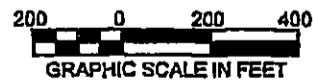
LA-SM-6666  
 ERNEST JEROLD CASE  
 ESTATE, ET AL  
 CONVEYANCE BOOK 192 PAGE 358  
 INSTRUMENT NO. 78463  
 CLERK OF COURT RECORDS

**LEGEND**

- I.R. IRON ROD
- I.P. IRON PIPE
- FND. FOUND
- N.T.S. NOT TO SCALE
- P.A.R. PERMANENT ACCESS ROAD
- T.A.R. TEMPORARY ACCESS ROAD
- T.W.S. TEMPORARY WORKSPACE
- A.T.W.S. ADDITIONAL TEMPORARY WORKSPACE
- P.E.R.W. PERMANENT EASEMENT & RIGHT OF WAY
- BROKEN LINE NOT SCALABLE
- PROPERTY LINE
- BASELINE
- EXISTING PIPELINE
- SECTION LINE
- Q 20FT WIDE ACCESS ROAD

**NOTE:**

SEE SHEET 1 OF 2 FOR NOTES, SIGNATURE, AND SEAL.



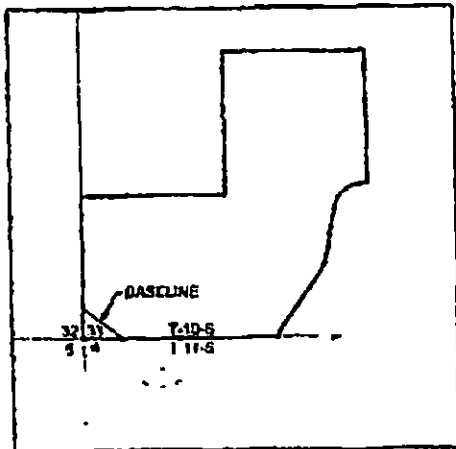
**BAYOU BRIDGE PIPELINE, LLC**

DWG BY: CP		BAYOU BRIDGE PIPELINE PROJECT PERMANENT EASEMENT & RIGHT OF WAY ACROSS THE PROPERTY OF ERNEST JEROLD CASE ESTATE, ET AL ST. MARTIN PARISH, LA
CKD BY: TRC		
MAP DATE: 2/20/17		
SCALE: 1"=400'		
REV#	DATE	DESCRIPTION
DRAWING: LA-SM-6666		SHEET NO. 2 OF 2



16350 Park Ten Place  
 Houston, TX 77084  
 (281) 616-0100

**EXHIBIT "B"**  
**SHEET 1 OF 1**  
**ST. MARTIN PARISH, LOUISIANA**  
**SECTION 33, T-10-S, R-9-E**

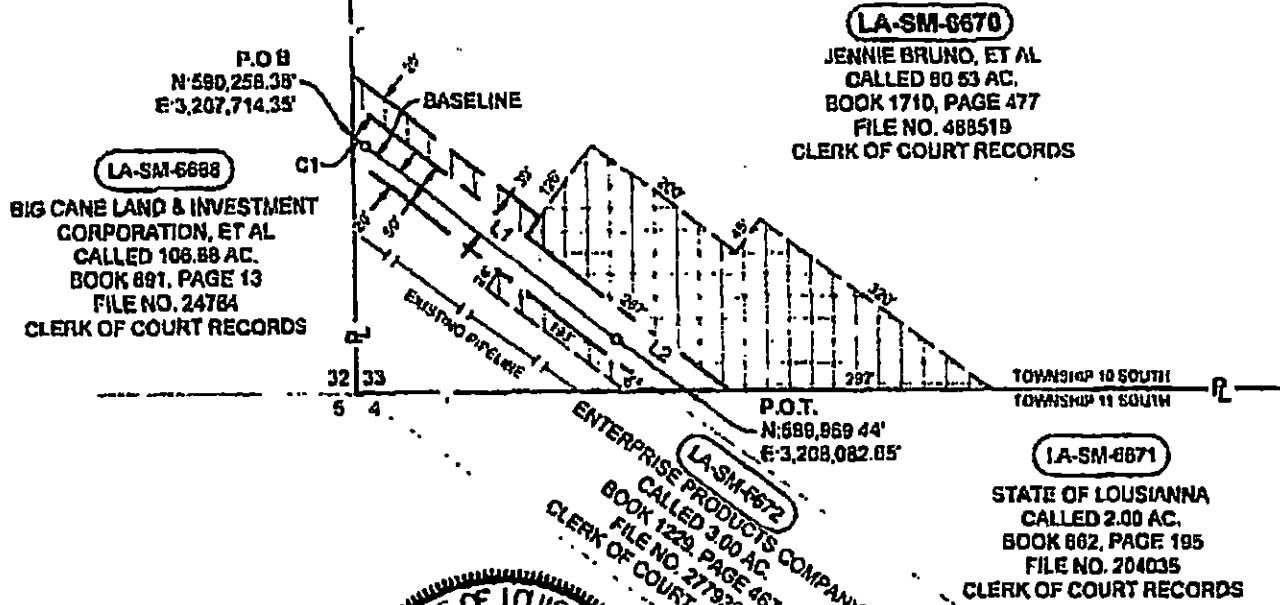


VICINITY MAP  
N.T.S.



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 51°33'30" E	333.81'
L2	S 63°09'56" E	96.77'

Curve Table				
CURVE	CHORD BEARING	CHORD DISTANCE	ARC LENGTH	RADIUS
C1	S 51°46'20" E	177Y	177Y	2400.00'



**LEGEND**

- POB POINT OF BEGINNING
- POI POINT OF TERMINATION
- IR IRON PIPED
- o FOUND MONUMENT
- DASCLINE
- PROPERTY LINE
- ADJOINING PROPERTY LINE
- EXISTING PIPELINE
- SECTION LINE
- o POINT OF INTERSECTION



**NOTES**

- THIS DRAWING IS NOT TO BE CONSTRUED AS A BOUNDARY SURVEY. LOCATION OF BOUNDARY LINES SHOWN IS MADE USING DOCUMENTATION AND FIELD EVIDENCE MADE AVAILABLE TO THE SURVEYOR AT THE TIME THE SURVEY WAS MADE ON THE GROUND.
- BASIS OF BEARING: NAD83, LOUISIANA STATE PLANE SOUTH, 1-SURVEY FOOT.

I, CARL A. JEANSONNE, JR., A PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED UNDER MY DIRECT SUPERVISION AND CONTROL AND THAT IT CONFORMS TO LAC TITLE 46:141 2004 SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED THIS 26<sup>TH</sup> DAY OF MAY, 2016

*Carl A. Jeansonne, Jr.*  
 CARL A. JEANSONNE, JR., LOUISIANA P.L.S. NO. 4543

TOTAL LENGTH: 468.29 FEET = 28.38 RODS

- PIPELINE SERVITUDE (0.55 AC.)
- TEMPORARY SERVITUDE (0.15 AC.)
- ADDITIONAL TEMPORARY SERVITUDE (1.51 AC.)

RIGHT OF WAY

**BAYOU BRIDGE PIPELINE, LLC**

REV	DATE	BY	DESCRIPTION	CHKD
0	05/23/16	ST	ISSUED FOR ACQUISITION	JL

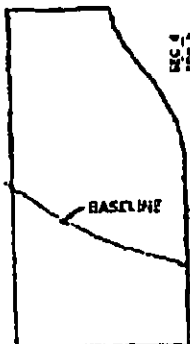
PROJECT NO. **61031**

**ENCOMPASS SERVICES, LLC**  
 2470 GRAY FALLS DRIVE SUITE 110  
 HOUSTON, TEXAS 77077

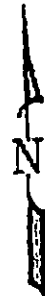
ST. MARTIN PARISH		LOUISIANA	
DRAWN BY: CV	DATE: 05/23/16	PROJECT NO.	REV
CHECKED BY: JL	DATE: 05/23/16	LA-SM-6670	0
SCALE: 1" = 200'	APP'D BY: CAJ	LA-SM-6670	



**EXHIBIT "B"**  
**SHEET 1 OF 1**  
**ST. MARTIN PARISH, LOUISIANA**  
**SECTION 4, T-11-S, R-9-E**



**VICINITY MAP**  
RTS



LINE TABLE		
NUMBER	BEARING	DISTANCE
C1	S 65°22'15" E	110.21'
L2	S 77°12'57" E	24.09'

CURVE TABLE				
CURVE	CHORD BEARING	CHORD DISTANCE	ARC LENGTH	RADIUS
C1	S 65°17'35" E	1,322.17'	1,321.76'	3,300.00'

**LA-SM-6680 & 6681**

**KIMBERLY JANE STOCKSTILL LABICHE, ET AL**  
 BOOK 1608, PAGE 9  
 FILE NO 451448  
 CLERK OF COURT RECORDS

**LA-SM-6682**

**CLEMENT FREYDUEIRS**  
 CALLED 31.51 AC  
 BOOK 1553, PAGE 720  
 FILE NO 431417  
 CLERK OF COURT RECORDS

**LA-SM-6677 & 6678**

**ENTERPRISE PRODUCTS COMPANY**  
 CALLED 3.70 & 8.00 AC  
 BOOK 1239, PAGE 407  
 FILE NO 277375  
 CLERK OF COURT RECORDS

**P.O.B.**  
 N: 587,221.42'  
 E: 3,211,771.20'

**P.O.T.**  
 N: 586,584.43'  
 E: 3,213,142.78'



**LEGEND**

- P.B.H. POINT OF BEGINNING
- P.O.P. POINT OF TERMINATION
- IR IRON ROD
- FOUND MONUMENT
- BASELINE
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EXISTING PIPELINE
- SECTION LINE
- POINT OF INTERSECTION

TOTAL LENGTH: 1,526.05 FEET = 82.49 RODS

- PIPELINE SERVITUDE (1.75 AC.)
  - TEMPORARY SERVITUDE (0.88 AC.)
  - ADDITIONAL TEMPORARY SERVITUDE (1.16 AC.)
- RIGHT OF WAY**

**NOTES**

1. THIS DRAWING IS NOT TO BE CONSIDERED AS A BOUNDARY SURVEY. LOCATION OF BOUNDARY LINES SHOWN IS MADE USING DOCUMENTATION AND FIELD EVIDENCE MADE AVAILABLE TO THE SURVEYOR AT THE TIME THE SURVEY WAS MADE ON THE GROUND.

2. BASIS OF BEARING: NAD83 LOUISIANA STATE PLANE SOUTH (S SURVEY FOOT)

I, CARL A. JEANSONNE, JR., A PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEY WAS PREPARED UNDER MY DIRECT SUPERVISION AND CONTROL AND THAT IT CONFORMS TO LAC TITLE 35:111 309 FOR BOUNDARY SURVEYS TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED THIS **27<sup>TH</sup>** DAY OF **MAY**, 2016

*Carl A. Jeansonne*  
 CARL A. JEANSONNE, JR., LOUISIANA P.L.S. NO. 4543

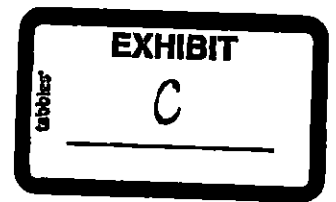
**BAYOU BRIDGE PIPELINE, LLC**

NO.	DATE	BY	DESCRIPTION	CHK.
0	05/27/16	JK	ISSUED FOR ACQUISITION	JK

ST. MARTIN PARISH		LA-SM-6680 & 6681		LOUISIANA
DRAWN BY: GY		KIMBERLY JANE STOCKSTILL LABICHE, ET AL		REV: 0
CHECKED BY: JL	DATE: 05/25/16	SCALE: 1" = 300'	APP BY: CAJ	LA-SM-6680 & 6681



ENCORPASS SERVICES, LLC  
 2470 GRAY FALLS DRIVE SUITE 110  
 HOUSTON, TEXAS 77077



Case: 18-30257 Document: 00514531018 Page: 1 Date Filed: 06/27/2018

No. 18-30257

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**IN THE UNITED STATES COURT OF APPEALS  
FOR THE FIFTH CIRCUIT**

---

ATCHAFALAYA BASINKEEPER; LOUISIANA CRAWFISH PRODUCERS  
ASSOCIATION-WEST; GULF RESTORATION NETWORK; WATERKEEPER  
ALLIANCE; SIERRA CLUB, AND ITS DELTA CHAPTER,

*Plaintiffs-Appellees,*

v.

UNITED STATES ARMY CORPS OF ENGINEERS,

*Defendant-Appellant,*

BAYOU BRIDGE PIPELINE, LLC; STUPP BROTHERS, INCORPORATED, DOING  
BUSINESS AS STUPP CORPORATION,

*Intervenor Defendants-Appellants,*

---

On Appeal from the United States District Court for the  
Middle District of Louisiana, Case No. 3:18-cv-23-SDD-EWD

---

**RESPONSE TO COURT DIRECTIVE**

---

Pursuant to the Court’s June 22, 2018 directive to the parties to provide “[t]he present state of construction of the pipeline at issue in this case, to the extent known,” appellant Bayou Bridge Pipeline, LLC states the following:

**Overall Construction:** As of June 24, 2018, construction of the entire 163-mile long Bayou Bridge Pipeline was nearly 76% complete.

Construction of the entire pipeline (both inside and outside the Atchafalaya River Basin) is expected to be 100% complete by October 2018.

**Construction Within the Basin:** The primary construction task currently underway in the Basin is tree clearing. As of June 24, 2018, approximately 62% of the right-of-way in the Basin had been cleared of trees (approximately 164 acres cleared out of 262 acres to be cleared). Bayou Bridge estimates that 65% of the right-of-way in the Basin will be cleared by June 29, and that 100% of the right-of-way will be cleared by August 8.

Additional construction activity is also underway in the Basin. As of June 24, 2018, the totality of construction activity within the Basin (including but not limited to clearing, trenching, stringing, laying of pipe, backfilling, and tying-in of pipeline segments) was 10.5% complete. Bayou Bridge estimates that approximately 13% of construction in the Basin will be complete by June 29, and that 100% of construction in the Basin will be complete by October 2018.

Case: 18-30257 Document: 00514531018 Page: 3 Date Filed: 06/27/2018

June 27, 2018

Respectfully submitted,

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Brandon K. Black  
Justin J. Marocco  
JONES WALKER LLP  
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Baton Rouge, LA 70809  
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/s/ Miguel A. Estrada  
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(202) 955-8500

*Counsel for Appellant Bayou Bridge Pipeline, LLC*

**CERTIFICATE OF SERVICE**

I hereby certify that on this 27th day of June, 2018, an electronic copy of the foregoing document was filed with the Clerk of Court for the United States Court of Appeals for the Fifth Circuit using the appellate CM/ECF system, and service will be accomplished on all parties by the appellate CM/ECF system and through electronic mail upon the following:

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Case: 18-30257 Document: 00514531018 Page: 5 Date Filed: 06/27/2018

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**CERTIFICATE OF ELECTRONIC COMPLIANCE**

I hereby certify that on this 27th day of June, 2018, the foregoing document was transmitted to the Clerk of the United States Court of Appeals for the Fifth Circuit through the Court's CM/ECF document filing system, <https://ecf.ca5.uscourts.gov>. I further certify that: (1) required privacy redactions have been made pursuant to this Court's Rule 25.2.13, (2) the electronic submission is an exact copy of the paper document pursuant to this Court's Rule 25.2.1, and (3) the document has been scanned with version 12.1.6 of Symantec Endpoint Protection and is free of viruses.

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16TH JUDICIAL DISTRICT COURT FOR THE PARISH OF ST. MARTIN  
STATE OF LOUISIANA

NO. 87010

DIVISION C

**PETER K. AASLESTAD**

**VERSUS**

**BAYOU BRIDGE PIPELINE, LLC**

FILED: \_\_\_\_\_

DEPUTY CLERK

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**PLAINTIFF'S MOTION FOR PRELIMINARY AND  
PERMANENT INJUNCTIVE RELIEF**

---

Now into court, by and through undersigned counsel, Plaintiff Peter K. Aaslestad submits this Motion and Memorandum of Law in Support of his request for preliminary and permanent injunctive relief pursuant to Louisiana Code of Civil Procedure Articles 3601 and 3663 in this matter for which a trial has not been set. Plaintiff respectfully requests this Court order, after opportunity for hearing at which Plaintiff will offer testimony in support, a preliminary injunction and permanent injunction enjoining Defendant Bayou Bridge Pipeline, LLC, its officers, employees, agents, contractors, subcontractors, and others at the direction of or on behalf of Defendant, from entering, clearing, trenching, stringing, laying pipe, backfilling, tying-in of pipeline segments, or performing any other preconstruction and/or construction-related activities for its Bayou Bridge pipeline on Plaintiff's property.

Respectfully submitted this 27<sup>th</sup> day of July, 2018.

*Misha Mitchell*

Misha L. Mitchell  
La. Bar. No. 37506  
Atchafalaya Basinkeeper  
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Phone: (225) 692-1133  
Fax: (225) 692-4114  
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2018 JUL 27 AM 9: 21  
*[Signature]*  
DEPUTY CLERK OF COURT  
ST. MARTIN PARISH



*s/ William P. Quigley*  
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*Attorneys for Plaintiff*

**PLEASE SERVE:**

Bayou Bridge Pipeline, LLC  
c/o Corporation Service Company (registered agent)  
501 Louisiana Avenue  
Baton Rouge, LA 70802

16TH JUDICIAL DISTRICT COURT FOR THE PARISH OF ST. MARTIN  
STATE OF LOUISIANA

NO. 87010

DIVISION C

**PETER K. AASLESTAD**

**VERSUS**

**BAYOU BRIDGE PIPELINE, LLC**

FILED: \_\_\_\_\_  
DEPUTY CLERK

**[PROPOSED] ORDER SETTING HEARING**

In accordance with the facts contained in the Verified Petition, Motion for Preliminary and Permanent Injunctive Relief, and Memorandum of Law in support filed in this matter, and in consideration of the irreparable harm that could result if Defendant Bayou Bridge Pipeline, LLC enters and performs construction-related activities on Plaintiff's property;

IT IS HEREBY ORDERED that there be a hearing on Plaintiff's Motion for Preliminary and Permanent Injunctive Relief and that this hearing be held on the 10<sup>th</sup> day of September, 2018 at 9:00 o'clock a.m. asa 4<sup>th</sup> flying The hearing will take place at the following location: St. Martin Parish Court House, 415 S. Main St. St. Martinville La 70582  
St. Martinville, Louisiana this 27 day of July, 2018.

\_\_\_\_\_  
JUDGE

Keith R.J. Comeaux

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Joni Levesque  
DEPUTY CLERK OF COURT  
ST. MARTIN PARISH

16TH JUDICIAL DISTRICT COURT FOR THE PARISH OF ST. MARTIN  
STATE OF LOUISIANA

NO. \_\_\_\_\_

DIVISION \_\_\_\_\_

**PETER K. AASLESTAD**

**VERSUS**

**BAYOU BRIDGE PIPELINE, LLC**

FILED: \_\_\_\_\_

DEPUTY CLERK

**VERIFICATION**

BEFORE ME, the undersigned Notary Public in and for the county aforesaid, did personally come and appear the undersigned, who after being duly sworn, did depose and state:

I, Peter K. Aaslestad, declare I am the Plaintiff in the above-entitled matter. I have read the foregoing petition. I verify under penalty of perjury that the factual statements in this petition are true and accurate to the best of my knowledge.

Executed on this 26 day of July, 2018 at Augusta County,  
Virginia

[Handwritten Signature]  
(Signature of Party)

Peter Aaslestad  
Name:

Vickie W. Craun  
Notary Public

VICKIE W. CRAUN  
NOTARY PUBLIC  
REG. #167353  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES DEC. 31, 2020

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[Handwritten Signature]  
DEPUTY CLERK OF COURT  
ST. MARTIN PARISH

full accounting of any pending matters to Client and Client shall assign their rights to Counsel to pursue the recovery of their fees and costs, as detailed above, for all services performed until the date of termination.

Counsel may unilaterally terminate this contract prior to final judgment in any legal action they commence only if: (a) any judicial forum authorizes or requires Counsel to withdraw as the Client's legal representative; or (b) as the applicable ethical rules allow.

- 11. Governing Law. This agreement shall be construed, interpreted and governed by the laws of Louisiana.
- 12. Authorization. The individuals signing their names below represent that they are authorized to enter into the agreement on behalf of themselves.
- 13. Counterparts. This agreement may be executed in several counterparts, each constituting a duplicate original, and all such counterparts shall constitute one and the same agreement.


Date: July 25 '18

Name: Peter K. Aaslestad

Signature: 

Date: 7.25.18

Name: Misha L. Mitchell

Signature: 

Date: \_\_\_\_\_

Name: William P. Quigley

Signature: \_\_\_\_\_

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ST. MARTIN PARISH

16TH JUDICIAL DISTRICT COURT FOR THE PARISH OF ST. MARTIN  
STATE OF LOUISIANA

NO. 87010

DIVISION C

**PETER K. AASLESTAD**

**VERSUS**

**BAYOU BRIDGE PIPELINE, LLC**

FILED: \_\_\_\_\_

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DEPUTY CLERK

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**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFF'S MOTION  
FOR PRELIMINARY AND PERMANENT INJUNCTIVE RELIEF**

---

Plaintiff Peter K. Aaslestad submits this memorandum of law in support of Plaintiff's request for injunctive relief and to request this Court set a hearing date for Plaintiff's application for preliminary injunction as pleaded in his Verified Petition for Declaratory and Injunctive Relief ("Verified Petition") and Motion for Preliminary and Permanent Injunctive Relief. As set forth in Plaintiff's Verified Petition, which is also fully incorporated herein, Plaintiff respectfully requests this Court issue a preliminary and permanent injunction against Defendant Bayou Bridge Pipeline, LLC.

**RELEVANT FACTS**

Plaintiff Peter K. Aaslestad and his siblings, Katherine Aaslestad Lambertson, Karen Aaslestad-Aubouy, and Lauren Aaslestad Massey, inherited an undivided interest in the property at issue by judgement of possession in the succession of Erminie Kramer Robichaux. *See* Judgement of Possession issued in the Parish of St. Mary in the Succession of Erminie Kramer Robichaux (No. 17937, St. Mary Parish, Bk 126, No. 295832, Mar. 15, 2007); and Act of Donation (St. Mary Parish, recorded in Bk 137, page 443, No. 297388, Aug. 8, 2007) (Ex. A to the Verified Petition). The legal description of the subject immovable property (the "Property") is as follows:

38 acre(s), more or less, located in the NE/4 of the SE/4 of Section 4, Township 11 South, Range 9 East, in St. Martin Parish, Louisiana, and being more particularly described in Book 784, Page 176, Instrument 186257 of the public records of said Parish.

Defendant Bayou Bridge Pipeline, LLC is in the process of constructing a 24-inch, 163-mile long crude oil pipeline (the “pipeline”) commencing in Lake Charles, Louisiana and terminating in St. James, Louisiana. Defendant’s planned pipeline route crosses through the Atchafalaya Basin in St. Martin and Iberville Parishes. Plaintiff is a co-owner of certain immovable property located on the pipeline route in St. Martin Parish. Plaintiff has held a real right of ownership in the immovable Property for more than eleven years.

According to the conveyance records for St. Martin Parish, it appears that other individuals with claimed ownership interest in the Property have signed easement agreements with Bayou Bridge Pipeline, LLC. *See, e.g.*, Permanent Easement Agreement, Apr. 14, 2017 (Ex. B to the Verified Petition) (identifying four separate tracts, including the subject Property (LA-SM-6681), and including a map of the easement across the Property, at pg. 11 of 11). The Permanent Easement Agreement(s) signed by other co-owners of the Property generally grant Bayou Bridge:

[A] servitude or right of way along and through a strip of land Fifty (50’) feet in width . . . for the purpose of constructing, maintaining, operating, repairing, replacing and removing in whole or in part, one (1) pipeline with a maximum diameter of Thirty Inches (30”) inches, outside measurement, for the transportation of liquid hydrocarbons including crude oil and all by-products thereof, or gases which can be transported through pipeline, as well as natural gas and all by-products thereof, across the following described land situated in St. Martin Parish, Louisiana, to-wit:

...

**LA-SM-6681:** That certain tract of land composed of 38.00 acre(s), more or less, located in Section 4, T11S, R9E, in St. Martin Parish, Louisiana, and being more particularly described as the Northeast Quarter of the Southeast Quarter in Book 784, Page 176 of the public records of said Parish.

*Permanent Easement Agreement*, at 1.

Defendant and/or its agent has contacted Plaintiff, and his siblings Katherine Aaslestad Lambertson, Karen Aaslestad-Aubouy, and Lauren Aaslestad Massey, with offers to enter into easement agreements encumbering the Property for construction of the pipeline. At no time has Plaintiff, a co-owner of right in the Property, provided consent to the Defendant to enter, clear trees or other foliage, and/or construct its pipeline across the Property. At no time have Plaintiff’s siblings, Katherine Aaslestad Lambertson, Karen Aaslestad-Aubouy, and Lauren

Aaslestad Massey, also co-owners of right in the Property, provided consent to the Defendant to enter, clear trees or other foliage, and/or construct its pipeline across the Property.

Plaintiff believes that Bayou Bridge and/or its agents may have already commenced preconstruction and construction activities, including tree clearing and trenching, on the Property, despite not having obtained consent or easement agreements from Plaintiff or his three siblings.

During a monitoring flight on June 28, 2018, wetlands expert Scott Eustis with Gulf Restoration Network flew over the pipeline route across the Basin. Mr. Eustis observed that the majority of the pipeline right of way on the west side of the Atchafalaya Basin (the area between the Atchafalaya River and the West Atchafalaya Guide Levee), including all of the Buffalo Cove area and the Property at issue, had been cleared of trees. Figure 1 depicts a google map of Defendant's pipeline right of way (in red) as it crosses the Property.

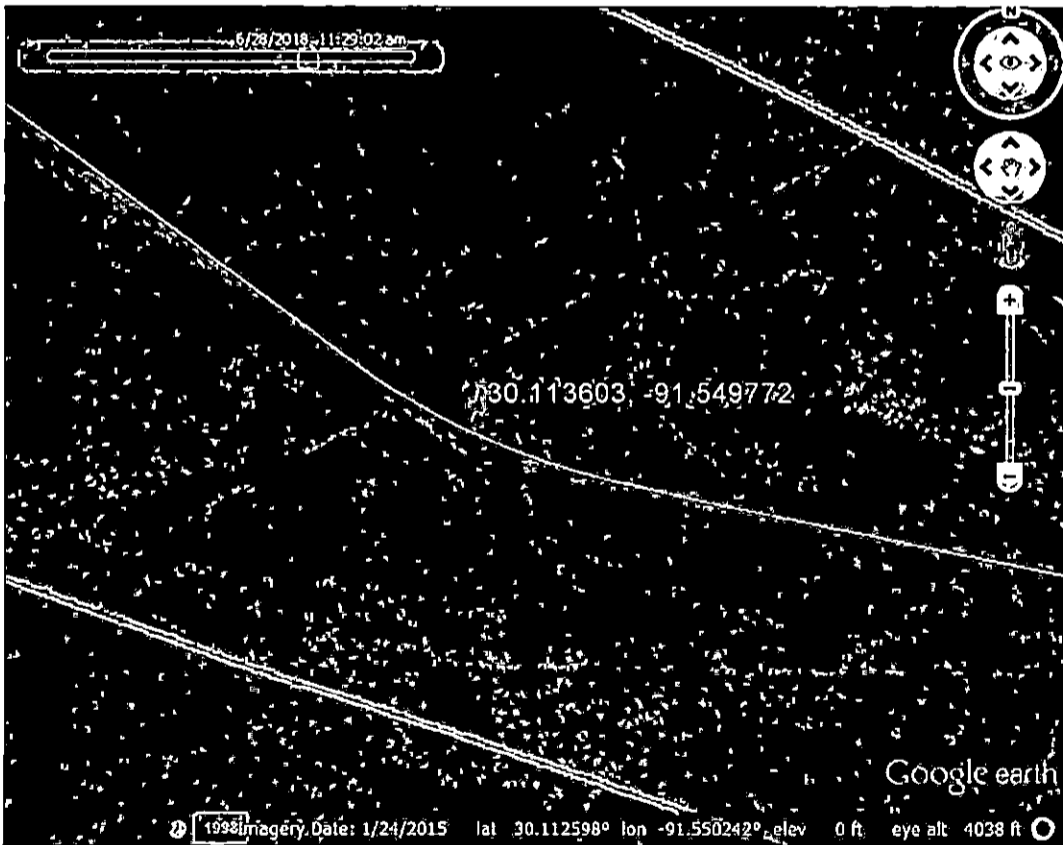


Figure 1. This map, created by Scott Eustis of Gulf Restoration Network, depicts where the pipeline will cross the Property at issue in this matter. The pin and accompanying coordinates indicate the general location along the pipeline route on the Property shown in the photos depicted at figures 2, 3, and 4 below.

Figure 2 below is an aerial-view photograph of the property depicting an area that has been cleared of surrounding trees. This cleared-area aligns with the proposed pipeline right of way

across the Property. During the monitoring flight on June 28, 2018, Mr. Eustis observed no equipment related to clearing or construction on the Property, yet the lack of trees along the proposed route for the pipeline indicates that the area had been recently cleared. On a previous monitoring flight on April 17, 2018, Mr. Eustis observed that the pipeline's route across the property had not yet been cleared.



*Figure 2.* This photo was taken by Scott Eustis of Gulf Restoration Network during a monitoring flight on June 28, 2018. This photo depicts the pipeline right of way as it crosses the Property. As seen in the photo, the right of way has been cleared of trees.

On July 23, 2018, Dean A. Wilson, Executive Director and Basinkeeper for Atchafalaya Basinkeeper, conducted an additional monitoring flight over the Bayou Bridge Pipeline route across the Atchafalaya Basin. On this trip, Mr. Wilson observed equipment and construction activities on the Property. It appeared that construction activities had begun, that one excavator present on the Property was actively digging the trench in which the pipeline will be laid along the proposed pipeline route as it crosses the Property. Figure 3 below depicts the observed construction activities on the Property, and Figure 4 provides a clear photo of the construction equipment present on the Property during the July 23, 2018 monitoring flight.





*Figure 3.* This photo was taken by Dean Wilson during a monitoring flight on July 23, 2018. This photo depicts the pipeline right of way as it crosses the Property. As seen in the photo, there is equipment on the Property and it appears that the trench in which the pipe will be laid is being dug along the pipeline route as it crosses the Property.



*Figure 4.* This photo was taken by Dean Wilson during a monitoring flight on July 23, 2018. This photo depicts the pipeline right of way as it crosses the Property. As seen in the photo, there is construction equipment, one excavator, on the Property indicating active construction thereon.

To the best of Plaintiff's knowledge, Defendant is the only pipeline operator currently working in this right of way.

Defendant's permit to construct the pipeline through the Basin has been challenged in federal court. *Atchafalaya Basinkeeper, et. al. v. U.S. Army Corps of Eng'rs*, Case no. 18-23-SDD-EWD (M.D. La. 2018). The validity of the permit issued by the U.S. Army Corps of Engineers to Defendant in December 2017 remains at issue, although the district court granted a preliminary injunction enjoining further construction pending resolution on the merits of the case. *See* Ruling and Order, filed 02/23/18 in *Atchafalaya Basinkeeper, et. al. v. U.S. Army Corps of Eng'rs*, Case no. 18-23-SDD-EWD (M.D. La. 2018). Defendant appealed the preliminary injunction order, making recent representations to the U.S. Court of Appeals for the Fifth Circuit that, as of June 24, 2018, it had completed nearly 76% of construction on the entire pipeline, with an expected completion projection of October 2018. *See* Response to Court Directive, filed 06/27/2018 in *Atchafalaya Basinkeeper, et. al. v. U.S. Army Corps of Eng'rs*, Case no. 18-30257 (5th Cir. 2018) (Ex. C to the Verified Petition).

Defendant further asserted that 62% of the right-of-way in the Atchafalaya Basin (including St. Martin Parish) had been cleared of trees as of June 24, 2018, and that by June 29, 2018, 65% of the right-of-way in the Basin would be cleared. *Id.* Defendant further predicted that 100% of the right-of-way in the Basin will be cleared by August 8, 2018, 13% of construction ("including but not limited to clearing, trenching, stringing, laying of pipe, backfilling, and tying-in of pipeline segments) in the Basin would be completed by June 29, 2018, with 100% of construction in the Basin also completed by October 2018. *Id.* These representations make clear that, if Defendant has not already entered onto the Property, it intends to do so very soon. Although, as shown in the photos above, unless another person or entity has entered onto and begun construction on the Property, it appears Defendant has done so.

Again, Plaintiff Peter Aaslestad has held a real right of ownership in the immovable Property for more than eleven years. At no time has Peter Aaslestad, a co-owner of right in the Property, provided consent to the Defendant and/or its agents to enter onto and construct a pipeline across the Property. Plaintiff seeks injunctive relief in this action to protect his real right of ownership in the Property pursuant to Articles 3601 and 3663 of the Louisiana Code

of Civil Procedure. Plaintiff will suffer irreparable harm if Defendant is not enjoined from impermissibly entering onto his Property and performing preconstruction and construction activities thereon.

### **LAW AND ARGUMENT**

Property rights have long been viewed as a safeguard of liberty. John Adams observed in 1790 that “[p]roperty must be secured, or liberty cannot exist.” John Adams, “Discourses on Davila,” in Charles Francis Adams, ed., *The Works of John Adams*, vol. 6, p. 280 (1851). Property owners enjoy certain rights and protections of their interests therein, including co-owners of an estate held in common. The Louisiana Constitution protects a person’s right “to acquire, own, control, use, enjoy, protect, and dispose of private property.” La. Const. Art. I, § 4(A). Moreover, the Louisiana Constitution protects against the deprivation of property without due process of law. La. Const. Art. I, § 2.

#### **A. The Rights and Responsibilities of a Co-Owner**

Plaintiff Peter Aaslestad is a co-owner of the Property. Ownership is the right that confers on a person exclusive authority to use, enjoy or dispose of a thing. LSA-C.C. art. 477. A person who claims to own an immovable can prove ownership through acquisition from a previous owner. LSA-C.C. art. 531. A person can acquire ownership of property by succession, the effect of obligations and by operation of law. LSA-C.C. art. 870. In the instant case, Plaintiff acquired ownership of the Property by succession.

Two or more persons are co-owners when they own the same thing in indivision, with each having an undivided share in the thing. LSA-C.C. art. 480. The use and management of co-owned property held indivision is determined by an agreement of all the co-owners. LSA-C.C. art. 801. Absent an agreement of all the co-owners and the availability of partition, a court may determine the use and management of co-owned property upon petition by a co-owner. LSA-C.C. art. 803. Furthermore, all co-owners must consent to substantial alterations or improvements to the property held in indivision. LSA-C.C. art. 804.

A servitude is akin to an easement or right-of-way in common law jurisdictions; an interest in real property less than full ownership. Black’s Law Dictionary defines “servitude” to be a “charge or burden resting upon one estate for the benefit or advantage of another.” *Black’s Law*

*Dictionary*, 2nd Ed. There are two kinds of servitudes: personal and predial. LSA-C.C. art. 533. A personal servitude is a charge on the property for the benefit of a person, including rights of use which confer in favor of a person a specified use of an estate. LSA-C.C. arts. 534, 639. Alternatively, a predial servitude is a charge on a servient estate for the benefit of a dominant estate of a different owner. LSA-C.C. art. 646. Courts have generally considered pipeline rights of way to be personal servitudes granting the juridical person, the pipeline company, a limited right of use on a tract or parcel of immovable property. *See Sasol N. Am., Inc., v. Bolton*, 103 So.3d 1267, 1269 (La. App. 3rd Cir. 12/5/12); *Enterprise Te Prods. Pipeline Co. v. Avila*, 16-207, 4 (La. App. 3rd Cir. 11/2/16). *But see El Paso Field Service, Inc. v. Minvielle*, 867 So.2d 120, 125 (La. App. 3rd Cir. 3/3/04) (finding the pipeline's grant of right of way to be a conventional predial servitude). Regardless of how the pipeline servitude is characterized, rules applicable to predial servitudes apply. *Enterprise*, 16-207 at 4. The rules governing the regulation of the servitude dictate that a right of use servitude is regulated by the rules governing predial servitudes. LSA-C.C. art. 645; *Enterprise*, 16-207 at 4.

With respect to the establishment and execution of a servitude on an estate owned in indivision between co-owners, a predial servitude can be established only with the consent of all co-owners. LSA-C.C. art. 714. However, “[w]hen a co-owner purports to establish a servitude on the entire estate, the contract is not null; but, its execution is suspended until the consent of *all* co-owners is obtained. *Id.* (emphasis added). Moreover, “[w]hen a co-owner has consented to the establishment of a predial servitude on his undivided part only, the consent of the other co-owners is not required, but the exercise of the servitude is suspended until his divided part is determined at the termination of the state of indivision.” LSA-C.C. art. 716. Thus, the dominant estate or beneficiary of the servitude cannot exercise rights granted pursuant to the servitude until all owners in interest consent.

Plaintiff is a co-owner with an undivided interest in the Property acquired by succession. To date, Plaintiff has not consented to the establishment of a servitude granting a right of use in favor of Bayou Bridge on the Property. Without Plaintiff's consent, and his siblings for that matter, Defendant cannot exercise on any servitude agreement entered into with any other co-owner of the subject Property. Furthermore, Louisiana Civil Code articles 800, 801 and 802 provide that

a co-owner has neither a right to exclusive use nor a right to dispose of the thing without the consent of his co-owners. However, as against third persons, a co-owner has the right to use and enjoy the thing as if he were its sole owner. For example, a co-owner may alone take all the necessary steps for the preservation of the property, *including the institution of suits against trespassers or usurpers.*

*See* Comments to LAS-C.C. art. 802. (emphasis added).

Courts have upheld the right of an owner in indivision against third parties. In *Whitlock v. Fifth Louisiana Dist. Levee Bd.*, where the plaintiff co-owner sought to enjoin defendants from trespassing on his property, the court found that “[the landowner] has the right to protect his property rights, without regard to what the other co-owners want to do with their interests. He need not join other co-owners in his suit to enforce his own rights as landowner.” 164 So.3d 310, 318 (La. App. 2nd Cir. 4/15/15).

Absent a consensual, written agreement between the parties granting Defendant a limited right of use across the Property, the only potential means to acquire a servitude with respect to Plaintiff’s ownership interest in the Property is through the extraordinary right to expropriate, assuming that is an option available to Defendant.

An expropriating entity must “attempt in good faith to reach an agreement” with all co-owners of the interested property, and must comply with all prerequisites found at La. R.S. 19:2.2. *See* La. R.S. 19:2; *see also* La. Const. Art. 1, § 2 (which provides that “[n]o person shall be deprived of life, liberty, or property, except by due process of law.”). In fact, courts have dismissed expropriation actions as premature if the pipeline company failed to engage in *good-faith* negotiations with *all* co-owners of the property. *See City of Thibodaux v. Hillman*, 464 So.2d 370, 372 (La. App. 1st Cir. 2/26/85) (emphasis added); *Dixie Pipeline Co. v. Barry*, 227 So.2d 1, 5 (La. App. 3rd Cir. 9/16/69); *Central Louisiana Electric Co. v. Brooks*, 201 So.2d 679, 680 (La. App. 3rd Cir. 7/27/67); *Texas Gas Transmission Corp. v. Pierce*, 192 So.2d 561, 565 (La. App. 3rd Cir. 12/1/66). Bayou Bridge has neither obtained willful consent by easement agreement, nor commenced an action to expropriate against Plaintiff to obtain the right to enter and execute on any previously obtained servitude encumbering the Property.<sup>1</sup>

---

<sup>1</sup> Plaintiff’s counsel has searched the public mortgage, conveyance, and civil records for St. Martin Parish through July 26, 2018, and has found no records to indicate that Defendant has commenced an action to expropriate against the Aaslestads.

## **B. Plaintiff is Entitled to Injunctive Relief**

The court shall issue an injunction in a matter “where irreparable injury, loss, or damage may otherwise result to the applicant.” La. C.C.P. art. 3601(A). During the pendency of an action requesting an injunction, the court may issue a temporary restraining order, a preliminary injunction, or both. *Id.* at 3601(C).

Generally, a preliminary injunction is issued to preserve the status quo pending resolution on the merits of the case. *Welch v. E. Baton Rouge Metro. Council*, 2014-1758, \*11 (La. App. 1st Cir. 6/3/15), 2015 WL 3540426 (unpublished) (citing *Stillman Private School Corp. v. Shareholder Group*, 2000-0065 (La. App. 1st Cir. 2/16/01), 789 So.2d 20, 23, writ denied, 2001-0594 (La. 3/30/01), 788 So.2d 1194). Meanwhile a permanent injunction cannot be issued on “merely a prima facie showing that the party seeking the injunction can prove the necessary elements; instead, the party must show by a preponderance of the evidence at an evidentiary hearing that he is entitled to the preliminary injunction.” *Welch*, 2014-1758 at 11 (citing *Spine Diagnostics Ctr. of Baton Rouge, Inc. v. Louisiana State Bd. of Nursing ex rel. Louisiana Dept. of Health and Hospitals*, 2008-0813 (La. App. 1 Cir. 12/23/08), 4 So.3d 854, 864, writs denied, 2009-0144, 2009-0188 (La. 4/13/09), 5 So.3d 163).

Plaintiff requests the Court set this matter for an evidentiary hearing to consider Plaintiff’s request for a preliminary and permanent injunction. The requested relief is necessary to preserve the status quo of the Property, in light of representations made by Defendant regarding its timeline for construction, before Defendant performs any additional preconstruction or construction-related activities thereon.

### **1. The Court May Issue an Injunction Without a Showing of Irreparable Injury**

First, the Court may issue an injunction without a showing of irreparable injury where Plaintiff seeks to enjoin Defendant from actions forbidden by law. *Smith v. West Virginia Oil & Gas Co.*, 365 So.2d 269, 274 (La. App. 2nd Cir. 10/30/78), *rev’d on other grounds*, 373 So.2d 488 (La. 1979); *Caffery v. Powell*, 320 So.2d 223, 226 (La. App. 3rd Cir. 10/8/75) (“If a plaintiff can show that a defendant’s conduct is forbidden by law . . . then plaintiff is entitled to an injunction restraining the illegal acts of a defendant.”). In *Marrero Land & Improvement v. Duplantis*, the

Louisiana Supreme Court enjoined defendant from interfering with plaintiff's property rights and trespassing on the property. 59 So.2d 829, 221 La. 540 (La. 6/2/52). Similarly, in *Nomey v. State of La., Dep't of Highways*, the appellate court found that plaintiff had sufficiently proved ownership, while defendant produced no evidence of an acquired servitude. 325 So.2d 732 (La. App. 2nd Cir. 1/6/76). Therein, the court enjoined the defendant from constructing on the plaintiff's property. *Id.* These courts found unlawful entry and/or construction on the property to be sufficient basis to grant injunctive relief, without any additional showing of irreparable injury.

These cases are similar to the present matter where Plaintiff has shown a real right to the Property, and Defendant has failed to acquire, through good-faith negotiations or otherwise, an executable servitude consented to by all co-owners of interest. Trespass, "an unlawful physical invasion of the property" of another, is an action forbidden by law. *Whitlock v. Fifth La. Dist. Levee Bd.*, 164 So.3d 310, 316 (La. App. 2nd Cir. 4/15/15). Louisiana Revised Statute 14:63(B)(1) prohibits the entry upon immovable property owned by another without express, legal, or implied authorization. *See also, Whitlock*, 164 So.3d at 316 ("A trespasser is one who goes upon another's property without his consent."). Plaintiff is not required to show irreparable injury where he seeks to enjoin Bayou Bridge from entering and constructing on Plaintiff's property without consent from all rightful co-owners.

Second, pursuant to La. Code Civ. P. art. 3663, the court can grant an injunction to prevent interference or disturbance in the possession "of immovable property or of a real right therein of which he claims the ownership, the possession, or the enjoyment." La. C.C.P. art. 3663; *see also, El Paso*, 867 So.2d at 127. In *Exxon Mobil Pipeline Co. v. Boyce*, the court explained that "[petitioner] need only prove its real right has been disturbed, and that it or its ancestors in title have had the right . . . for more than one year, without the necessity to show irreparable harm." 07-0241 (La. App. 1st Cir. 6/06/2008), 2008 WL 2567649, 3 (unpublished); *see also Pierce v. McCoy*, 2016-0243, 8 (La. App. 1st Cir. 10/31/16); *Whitlock*, 164 So.3d at 319 (finding that petitioner does not have to prove irreparable harm to protect a real right in immovable property); *Monroe Real Estate & Development Co., Inc. v. Sunshine Equipment Co., Inc.*, 803 So.2d 1200, 1202-03 (La. App. 2nd Cir. 1/23/02) (citing Louisiana Supreme Court jurisprudence in *Churchill Farms v. Gaudet*, 184 La. 984, 168 So. 123 (1936) and Official Revision Comment (b) to La. Code Civ. P.

art. 3663, which explains that “injunctive relief is available in an injunction suit brought to enjoin trespassers or other disturbers, and which is neither a possessory or petitory action.”). In addition to dispensing with the required showing of irreparable harm, “nothing in Article 3663 suggests the existence of a mandate requiring these parties to prove that the law does not offer them any other adequate remedy.” *El Paso*, 867 So.2d at 127.

In *Elliott v. Louisiana Intrastate Gas Corp.*, a landowner obtained a mandatory injunction against defendant pipeline company for failure to comply with a depth provision in the pipeline servitude. 336 So.2d 925 (La. App. 3rd Cir. 8/20/76). The court found the trial court committed error in requiring the landowner to show irreparable harm as a prerequisite to granting a mandatory injunction. *Id.* at 926. The court stated that “the traditional common law doctrine of injunctive relief as an equitable remedy, available only where the damage remedy was inadequate, [is] not necessarily applicable to Louisiana, ‘with its different civilian procedural background, and where the injunction has historically been recognized as a remedy available to protect possession of property.’” *Id.* (citing *Pool v. Guste*, 261 La. 1110, 1126-27, 262 So.2d 339, 342 (1972); and La. Code Civ. P. art. 3663(2)). The court found that, although the landowner’s use of his land was not inconvenienced by the depth of the pipeline, he was entitled to enforce the terms of his servitude agreement. *Id.* at 927. Ultimately, the court found that the pipeline’s shallow depth encroached on the landowner’s ownership interest and granted an injunction under La. Code Civ. P. art. 3663.

In *Adcock v. Marshall Exploration, Inc.*, a landowner sued to enjoin Defendant’s use of a pipeline constructed on his property without first obtaining a written right of way or servitude agreement. 434 So.2d 471 (La. App. 2nd Cir. 6/6/83). The appellate court upheld the lower court’s finding that the landowner was entitled to injunctive relief, asserting that article 3663 “clearly allows an owner injunctive relief against a trespasser to protect ownership and possession without a showing of irreparable injury.” *Id.* at 473. Where the landowner established an ownership interest in the property and the parties had failed to enter a written agreement authorizing the defendant’s conduct, the court found the defendant’s activities on the property in connection with pipeline construction “amounted to a trespass.” *Id.* at 474. The factual posture of this case is analogous with the instant matter.



Plaintiff has shown that, since 2007, he has held a real right of ownership in the Property by succession and that Defendant's pipeline is proposed to cross Plaintiff's Property. In consideration of the substantial clearing observed on June 28, 2018, the trenching and equipment present on the Property as observed on July 23, 2018, and that Defendant is the only known pipeline operator currently working in this right of way, it is reasonable to presume that Defendant has already entered onto the property and begun preconstruction tree clearing and construction activities thereon. However, even if Defendant has not yet entered onto the Property, the plats and maps accompanying the Permanent Easement Agreement(s) signed by purported co-owners of interest in the Property show the intent to construct and/or install the pipeline thereon. Absent written consent from the Plaintiff, Defendant's entry onto the Property and construction of the pipeline thereon will disturb Plaintiff's real right of ownership and enjoyment in the Property. Actual trespass is not required. Courts have granted a preliminary injunction pursuant to article 3663 to prevent a trespass pending final determination of the parties' rights to real property. *See Monroe*, 805 So.2d at 1204, fn. 4. Although, in this matter, actual trespass is at issue.

This is an action brought to protect a real right in immovable property of which Plaintiff claims ownership. Pursuant to La. Code Civ. P. art. 3663, Plaintiff is entitled to injunctive relief without any additional showing of harm. *See Whitlock*, 164 So.3d. at 321.

**2. There Exists a Substantial Threat that Failure to Issue an Injunction Will Result in Irreparable Injury to Plaintiff**

Even if the Court declines to apply La. Code Civ. P. art. 3663 to the present case, and fails to find Defendant has or will soon commit an action forbidden by law, Plaintiff is still entitled to injunctive relief because Defendant's entry onto Plaintiff's property and construction thereon will result in irreparable injury to Plaintiff.

Plaintiff can show that irreparable injury, loss or damage will result if the Court does not grant the requested relief. La. C.C.P. art. 3601; *Pierce*, 2016-0243 at 7 (citing *South Cent. Bell Telephone Co. v. Louisiana Public Service Com'n*, 555 So.2d 1370, 1372 (La. 2/5/90)). Louisiana courts have found irreparable injury to be "a loss that cannot adequately be compensated in money damages or measured by a pecuniary standard." *Pierce*, 2016-0243 at 7-8. Infringement upon Plaintiff's undivided interest in the Property cannot be adequately remedied at law. Interference

with one's right to property, and potential unlawful entry thereon, cannot be compensable in money.

Courts have found irreparable injury where trespassers entered onto property to which lessee enjoyed exclusive rights to use it for recreation and hunting. *See Caney Hunting Club, Inc. v. Tolbert*, 294 So.2d 894 (La. App 2nd Cir. 5/28/74). Trespassers taking game from the property presented "the very type of case for which injunctive relief would be the only effective remedy." *Caney*, 294 So.2d at 895. One court found irreparable injury in continuous trespass on plaintiff's property, and its effect on the property for which "an equally adequate remedy is not available on the law side of the court." *Caffery*, 320 So.2d at 226.

The Louisiana Supreme Court has defined "adequate remedy at law" to mean "one which is as speedy, efficient, and complete as the remedy in equity." *West v. Winnsboro*, 252 La. 605, 211 So.2d 665 (1968). "The remedy, to preclude injunction, must be certain and reasonably prompt, and as practicable and efficient to the ends of justice and its administration, both in respect of the final relief and the mode of obtaining it, as an injunction would be." *Caney*, 294 So.2d at 896 (citing 28 Am.Jur., Injunctions, § 39, pg. 534). In consideration of the fundamental nature of private property rights, and the constitutional protections afforded thereto, this Court may find that Defendant's interference with Plaintiff's ownership, use and enjoyment in his property is irreparable and cannot be adequately remedied at law. The most certain, reasonable and prompt administration of justice in this matter is served by equitable remedy and injunctive relief. Money damages cannot prevent unauthorized entry or construction on the Property.

### 3. **Plaintiff Has Demonstrated a Substantial Likelihood of Success on the Merits**

Generally, a party seeking a preliminary injunction need only make a prima facie showing that he/she will prevail on the merits. La. C.C.P. art. 3601; *Welch*, 2014-1758 at 10 (citing *CDI Corp. v. Hough*, 2008-0218 (La. App. 1st Cir. 3/27/09), 9 So.3d 282, 286-87); *Monroe*, 805 So.2d at 1202 (citing *Hailey v. Panno*, 472 So.2d 97 (La. App. 5th Cir. /85)).<sup>2</sup> The issue now before the Court is a simple application of property law involving co-ownership of property and legal

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<sup>2</sup> *Monroe* also states that less proof is required to order a preliminary injunction than in an ordinary proceeding for a permanent injunction. 805 So.2d at 1202.

servitudes. Defendant's failure to acquire the consent of Plaintiff, a co-owner in the subject Property, prevents the execution of any servitude it acquired thereon by any other co-owner in indivision. Unless Defendant obtains consent through good-faith negotiations with Plaintiff, and any other known co-owners in indivision of the Property, or acquires a servitude by other means (*e.g.*, by expropriation action), Defendant cannot execute on its servitude interest in the Property.

Plaintiff, a co-owner in the Property, has neither consented to establish a personal servitude of right of use to Defendant Bayou Bridge, had an expropriation action filed against him in a forcible attempt to acquire a servitude on the Property, nor otherwise contracted to authorize the entry and construction thereon by Defendant. Plaintiff has presented *prima facie* proof of his ownership in the Property. In this action whereby Plaintiff now seeks a preliminary injunction to enjoin the unauthorized entry and construction on the Property by Defendant, Plaintiff is likely to succeed based on the facts presented and the applicable law.

#### 4. **The Balance of Harms Weighs in Favor of Plaintiff**

The right to property is a fundamental right, warranting stringent protections. *See Central Louisiana Electric Co., Inc. v. Covington & St. Tammany Land & Improvement Co.*, 131 So.2d 369, 373 (La. App. 1st Cir. 5/22/61) (declaring this right to be a "fundamental right of free and unmolested ownership of property."). Both the federal and state governments have prioritized the protection of property rights. The interest of all parties, and the public, is best served by granting an injunction and requiring Defendant address the deficiencies in its acquisition of consent of all co-owners in the Property.

"The trial court has great discretion to grant or deny injunctive relief." *El Paso*, 867 So.2d at 124; *Welch*, 2014-1758 at 10. In balancing the economic interests of Defendant and the constitutionally supported fundamental right to property, the law tips the scale toward protecting Plaintiff's fundamental property rights. *See Caffery*, 320 So.2d at 227 (where, in weighing the alleged economic burden on defendant caused by the injunction, the court found that "the affirmative right of the plaintiffs to the undisturbed possession of their property outweighed the alleged cost factor involving the defendants. We cannot say . . . that the prohibition by the court of the use of the land of another without consent is harsh."). Defendant has made clear that it has

many more aspects of construction to complete before the pipeline is operational and potentially profitable. Moreover, Defendant has failed to acquire all necessary authorizations to enter onto the Property to complete the portion of the pipeline proposed to cross Plaintiff's property. In the interest of upholding principles of property rights, a fundamental cornerstone of our national and state constitutions, the balance of harms weighs in favor of protecting the interests of Plaintiff property owner.

### C. Security

The court may require Plaintiff to furnish security in an amount fixed by the court prior to issuing a temporary restraining order or preliminary injunction. La. C.C.P. art. 3610. The security must be sufficient to indemnify a party wrongfully restrained or enjoined for costs incurred or damages sustained. *Id.* In the instant case, the security amount should be minimal or dispensed with by law. Whether Defendant has already entered onto and began constructing across the Property, or has yet to enter onto the Property to begin preconstruction activities thereon, the Defendant cannot claim losses for activities it otherwise lacked the required consent to perform on a particular parcel. The requested relief should neither interfere with, delay, nor otherwise affect Defendant's ability to continue its construction activities on other parcels pursuant to its own timeline. If Defendant makes any claim to the contrary, it either must intend to enter on the Property and execute a servitude to which all necessary consents have not been obtained, or to expeditiously obtain consent from Plaintiff and all other known co-owners through good-faith negotiations. In any event, delay with respect to construction on the Property is of Defendant's own making, not by action of Plaintiff in the exercise of his constitutionally protected rights.

Plaintiff Peter Aaslestad is entitled to injunctive relief. Plaintiff will suffer irreparable harm to the Property and his ownership interest therein if Defendant enters and constructs its pipeline on the Property without consent of all co-owners. The balance of interests favor granting injunctive relief to Plaintiff. Irrespective of whether Bayou Bridge has already entered onto Plaintiff's property, it has made clear its intention to complete clearing in the Atchafalaya Basin by August 2018, and total completion of the pipeline by October 2018. Any minor delay pending resolution

of this matter would no more infringe upon Defendant's interests than would its own construction timeline, and its own failure to obtain consent from all owners of the subject property.

**CONCLUSION**

For the reasons stated above, Plaintiff respectfully requests that the Court, after opportunity for hearing pursuant to La. Code Civ. P. art. 3602, issue a preliminary and permanent injunction in this cause, enjoining Defendant Bayou Bridge Pipeline, LLC from entering onto Plaintiff's property and enjoining Defendant, its officers, employees, agents, contractors, subcontractors, and others at the direction of or on behalf of Defendant, from clearing, trenching, stringing, laying pipe, backfilling, tying-in of pipeline segments, or performing any other preconstruction or construction activities for its Bayou Bridge pipeline on the subject Property.

Respectfully submitted this 27<sup>th</sup> day of July, 2018.

*s/ Misha L. Mitchell*  
Misha L. Mitchell  
La. Bar. No. 37506  
Atchafalaya Basinkeeper  
47 Mt. Laurel Ave  
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*s/ William P. Quigley*  
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Fax: (504) 861-5440  
quigley77@gmail.com

*Attorneys for Plaintiff*

**PLEASE SERVE:**

Bayou Bridge Pipeline, LLC  
c/o Corporation Service Company (registered agent)  
501 Louisiana Avenue  
Baton Rouge, LA 70802

RECEIVED AND FILED

2018 JUL 27 AM 9:21

*DeLaur*  
DEPUTY CLERK OF COURT  
ST. MARTIN PARISH

CITATION

AASLESTAD, PETER K

Versus

BAYOU BRIDGE PIPELINE LLC



Case: 087010

Division: C

16<sup>th</sup> Judicial District Court

Parish of St. Martin

State of Louisiana

TO:

BAYOU BRIDGE PIPELINE LLC  
C/O CORPORATION SERVICE COMPANY (REGISTERED AGENT)  
501 LOUISIANA AVENUE  
BATON ROUGE, LA 70802

of EAST BATON ROUGE Parish, Louisiana.

You are hereby summoned to comply with the demand contained in the PETITION FOR DECLARATORY AND INJUNCTIVE RELIEF AND ORDER of which a true and correct copy (exclusive of exhibits) accompanies this citation, or make an appearance, either by filing a pleading or otherwise, in the 16th Judicial District Court in and for the Parish of St. Martin, State of Louisiana, within fifteen (15) days after the service hereof, under penalty of default.

WITNESS MY OFFICIAL HAND AND SEAL OF OFFICE AT ST. MARTINVILLE, LOUISIANA, on this 30<sup>TH</sup> day of JULY, 2018.

BECKY P. PATIN  
Clerk of the 16<sup>th</sup> Judicial District Court for  
St. Martin Parish, Louisiana

BY: Joni L. Sheriot  
Deputy Clerk of Court

REQUESTED BY:  
MISHA L. MITCHELL, ATTY. FOR PETER AASLESTAD  
ATTORNEY

Service Information

Received on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ served the above named party as follows:

Personal Service on the party herein named \_\_\_\_\_  
Domiciliary Service on the party herein named by leaving the same at his/her domicile in the parish in the hands of \_\_\_\_\_, a person apparently over the age of seventeen years, living and residing in said domicile and whose name and other facts connected with this service, I learned by interrogating the said person, said party herein being absent from his/her residence at the time of said service.

Returned:  
Parish of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Service \$ \_\_\_\_\_

Mileage \$ \_\_\_\_\_

Total \$ \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Sheriff

CITATION RULE

AASLESTAD, PETER K

Versus

BAYOU BRIDGE PIPELINE LLC



Case: 087010  
Division: C  
16<sup>th</sup> Judicial District Court  
Parish of St. Martin  
State of Louisiana

TO:  
BAYOU BRIDGE PIPELINE LLC  
C/O CORPORATION SERVICE COMPANY (REGISTERED AGENT)  
501 LOUISIANA AVENUE  
BATON ROUGE, LA 70802

of EAST BATON ROUGE Parish, Louisiana.

You are hereby cited to show cause in the District Court Room, at the Courthouse, 415 S. Main St., St. Martinville, Louisiana, on the 10TH day of SEPTEMBER, 2018 at 9:00 o'clock A.M. why the rule issued by this Court under date of JULY 27, 2018, a certified copy whereof is hereto attached, should not be made absolute.

ST. MARTINVILLE, LOUISIANA, 30<sup>TH</sup> day of JULY, 2018.

*Joni L. Sheriot*

Deputy Clerk of Court, St. Martin Parish, LA.

REQUESTED BY:

MISHA L. MITCHELL, ATTY. FOR PETER AASLESTAD  
ATTORNEY

Service Information

Received on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ served the above named party as follows:

*Personal Service on the party herein named \_\_\_\_\_*  
*Domiciliary Service on the party herein named by leaving the same at his/her domicile in the parish in the hands of \_\_\_\_\_, a person apparently over the age of seventeen years, living and residing in said domicile and whose name and other facts connected with this service, I learned by interrogating the said person, said party herein being absent from his/her residence at the time of said service.*

Returned:  
Parish of \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Service \$ \_\_\_\_\_

Mileage \$ \_\_\_\_\_

Total \$ \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Sheriff

TO: Sheriff \_\_\_\_\_

FROM: **Becky P. Patin** \_\_\_\_\_

East Baton Rouge Parish

Clerk of Court, St. Martin Parish

P. O. Box 3277

P. O. Box 308, St. Martinville, LA 70582

Baton Rouge, LA 70821-3277

Phone: 337-394-2210 Fax: 337-394-7772

RE: SUIT NO. 87010-C

PROBATE NO. \_\_\_\_\_

PETER K. AASLESTAD

VS.

BAYOU BRIDGE PIPELINE, LLC

I AM ENCLOSING 1 CITATION AND 1 CITATION RULE ALONG WITH TRUE COPY OF PETITION FOR DECLARATORY AND INJUNCTIVE RELIEF AND ORDER FOR SERVICE ON BAYOU BRIDGE PIPELINE, LLC C/O CORPORATION SERVICE CO.(REGISTERED AGENT). I AM ALSO ENCLOSING \$33.36 FOR SERVICE.

Date of Notice July 30, 2018

Toni L. Theriot  
Deputy Clerk of Court



Page 13 of 14

**NOTICE OF FIXING CASE FOR TR.**

**AASLESTAD, PETER K**

*Versus*

**BAYOU BRIDGE PIPELINE LLC**



**Case: 087010**

**Division: C**

**16<sup>th</sup> Judicial District Court**

**Parish of St. Martin**

**State of Louisiana**

**TO:**

**MISHA L MITCHELL  
ATTORNEY AT LAW  
47 MT. LAUREL AVE  
BIRMINGHAM, AL 35242**

**WILLIAM P. QUIGLEY  
ATTORNEY AT LAW  
7214 ST. CHARLES AVE.  
NEW ORLEANS, LA 70118**

**NOTICE IS HEREBY GIVEN** that the above captioned and numbered matter has been set for trial on the **INJUNCTION** on **SEPTEMBER 10, 2018**, at 9:00 o'clock A.M. at the Courthouse, 415 S. Main St., St. Martinville Louisiana, before Judge **VINCENT BORNE** as a 4<sup>TH</sup> fixing.

*Uniform Rules requires that you file for all exceptions, motions and motion for summary judgments a pre-trial memorandum at least fifteen (15) calendar days before the hearing. Opposition memorandums shall be filed at least eight (8) calendar days before the hearing. Any reply memorandums must be received by Judge and all parties before 4:00 p.m. on a day that allows one (1) full work day before the hearing.*

*Failure to file and distribute the memorandum outlined shall subject said party to the assessment of costs by the Court or to be otherwise disciplined.*

*Rule 8.3 requires the attorney for Plaintiff to notify the Docket Clerk and the Trial Judge when a case that is fixed for trial is settled or continued by mutual agreement.*

**ST. MARTINVILLE, LOUISIANA, this 30<sup>TH</sup> day of JULY, 2018.**

**BECKY P. PATIN  
Clerk of Court  
St. Martin Parish**

BY: *Joni L. Sherist*

**Deputy Clerk of Court**

Becky P. Patin  
Clerk of Court  
P.O. Box 308  
St. Martinville, La. 70582

Ph. #337/394-2210 \* 337/332-4136  
Fax. #337/394-2240

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## NEW CIVIL SUIT FILING CERTIFICATION

STATE OF LOUISIANA  
PARISH OF ST. MARTIN

TO:  
MISHA L. MITCHELL  
ATTORNEY AT LAW  
47 ST. LAUREL AVE.  
BIRMINGHAM, AL 35242

THIS CERTIFIES THAT ON THE 27TH DAY OF JULY, 2018, THE BELOW ENTITLED  
CASE HAS BEEN FILED FOR RECORD IN THIS OFFICE.

PETER K. AASLESTAD

VS. # 87010

BAYOU BRIDGE PIPELINE, LLC

DIVISION C

VINCENT BORNE  
JUDGE

  
\_\_\_\_\_  
DEPUTY CLERK OF COURT  
ST. MARTIN PARISH