



St. Bernard Parish Government

8201 West Judge Perez Drive
Chalmette, Louisiana 70043
504-278-4331 504-278- 4330(fax)

Guy McInnis
Parish President

REQUEST FOR VIEWING AND/OR RECEIVING PUBLIC RECORDS

Name: Regina Staten Date: 6/16/2016

Phone No. 225-620-6665 Email Address: Reginastaten@providenceeng.com

Address: 1201 Main Street Baton Rouge, LA 70802
Street City/State Zip Code

Records Requested:

All MOEM Pipeline, LLC Right of Way Agreements in St. Bernard Parish

I agree to pay up to \$ 100 for the information requested.

I will pick up documents: _____ I prefer documents to be mailed: X
(Additional charges applies)

FOR OFFICE USE ONLY:

Date request received by SBPG: _____

Date records received by Requester: _____ Cost: \$ _____

Payment Method: Check Money Order RECEIVED

NOTE:

Anyone requesting records are required to pay \$.25 per page after the first four (4) pages and an additional \$1.00 per page for faxed documents. (Payment must be paid prior to receiving fax or mailed documents).

Send completed form to stank@sbsp.net or fax to 504-278-4330.

3:58 pm PRESIDENT'S OFFICE

JUN 16 2016

ExxonMobil Pipeline Company
18440 Highland Road
Baton Rouge, Louisiana 70809
Post Office Box 15609
Baton Rouge, Louisiana 70895-5609
225 755 0110 Telephone
225 755 2422 Facsimile

ExxonMobil
Pipeline

August 15, 2006

VIA UPS NEXT DAY AIR

Mr. David A. Passey, Legal Counsel
St. Bernard Parish Government
8201 West Judge Perez Drive
Chalmette, LA 70043

**Re: True Copy of Right of Way Grant
MOEM Pipeline, LLC: CAM Project Tract No. 25**

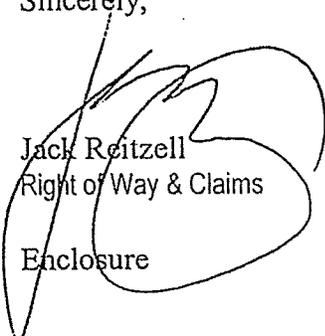


Dear Mr. Passey:

As requested, enclosed is a true and certified copy of the pipeline Right of Way Grant across the parish-owned "Water Board Property" in Section 5, T13S-R12E, St. Bernard Parish, recorded in COB 802, Instrument No. 461 400, records of the Clerk of Court, St. Bernard Parish, LA.

Thanks again for your help in resolving this matter during a very difficult time for everyone in St. Bernard Parish. If you have any questions, do not hesitate to call me at (225) 755-2073 or contact me by e-mail at jack.s.reitzell@exxonmobil.com.

Sincerely,


Jack Reitzell
Right of Way & Claims

Enclosure

RIGHT OF WAY GRANT

AUG. 8 2006

James J. [unclear]
CLERK DEPUTY CLERK

STATE OF LOUISIANA §

PARISH OF ST. BERNARD §

KNOW ALL MEN BY THESE PRESENTS:

THAT FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid to the undersigned owners (herein called "Grantors," whether one or more), the receipt of which is hereby acknowledged, Grantors hereby grant to MOEM Pipeline, L.L.C., a Delaware limited liability company (hereinafter called "Grantee"), its successors and assigns, the right of way and servitude to lay, construct, maintain, operate, replace, protect, repair, change the size of, and remove one (1) pipeline, not to exceed twenty-four inches (24") in diameter, for the transportation of oil, gas, water, petroleum products, or any other liquids, gases, or substances which can be transported through a pipeline, with all incidental equipment, on, over, and through the following described lands, situated in St. Bernard Parish and State of Louisiana, to-wit:

A certain tract of land located in Section 5, Township 13 South, Range 12 East, St. Bernard Parish, Louisiana, and being a portion of that certain tract of land acquired by Water District No. 1 of the Parish of St. Bernard, State of Louisiana, in that certain Cash Sale dated October 14, 1953, recorded in C.O.B. 57, Folio 410, Instrument No. 6063 of the conveyance records of St. Bernard Parish, Louisiana.

The said right of way and servitude granted herein is a total of fifty feet (50') wide, twenty-five feet (25') on either side of a center line, being designated as TRACT 1, and being more fully described and depicted on Exhibit "A", attached hereto and made a part hereof; together with the right to make temporary use of two (2) strips of land, being designated as TRACT 2 and TRACT 3 on said Exhibit "A", not to exceed a total of seventy-five feet (75') in width, and not at the time occupied by a house, building, or other similar improvement, alongside such right of way for purposes related to the initial construction and to the repair, replacement, and removal of such pipelines and the right of ingress and egress over and across the above-described land and Grantors' adjacent lands for all purposes incident to said grant and the right of assignment in whole or in part. The temporary construction servitude shall automatically terminate 180 days, unless extended by force majeure, from the date pipe stringing begins on Grantor's property.

TO HAVE AND TO HOLD said right of way and servitude unto Grantee, its successors and assigns, until said servitude is abandoned and released by Grantee, its successors or assigns in a recordable instrument.

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

Grantors retain for themselves and their heirs and assigns the right to farm, graze, and otherwise use and enjoy said premises except to the extent that such use may interfere with Grantee's use of said right of way and servitude for the purposes herein granted or to the extent that such use by Grantors, their heirs and assigns may not be consistent with the safety of Grantee's facilities or the safety of persons or property on the surface of said right of way. Without limitation of the foregoing, Grantors, their heirs and assigns, shall not excavate said right of way nor construct or permit to be constructed or placed on or over said right of way

Grantee agrees to bury the pipeline constructed hereunder to a depth of at least 36 inches below the surface of the ground at the time of construction. Grantee further agrees to pay for any damage to fences, crops, or timber that may result from the Grantee's exercise of any of the rights and privileges hereby granted; but after the pipeline has been laid, Grantee shall not thereafter be liable for any damages resulting from trimming, moving or removing trees, brush or undergrowth from or within the right of way and shall not be liable for any damage to personal property or improvements which are prohibited within the right of way under the terms of this grant.

Grantee shall indemnify, defend and hold the Grantors harmless from and against all claims, losses, demands, causes of action, suits, and liability of every kind, type, and character arising out of or associated with the use of this easement and of the rights granted herein, which are asserted by any person or entity including, without limitation, Grantors' and Grantee's employees for personal injury, death or loss of or damage to property resulting from the negligence or willful misconduct of the Grantee. Where personal injury, death, or loss of or damage to property is the result of joint negligence of Grantors and Grantee, or willful misconduct of Grantors and Grantee, the Grantee's duty of indemnification shall be in proportion to its allocable share of fault.

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

Grantors certify under oath and subject to penalties of perjury that the undersigned owners are not foreign persons.

IN TESTIMONY WHEREOF, witness his hand on this the 3rd day of August, 2006.

WITNESSES:

Stephanie Braaburg
Daniel A. Payne

GRANTOR(S):

ST. BERNARD PARISH GOVERNMENT

By: Henry J. Rodriguez, Jr.
Henry J. Rodriguez, Jr., President

GRANTEE:

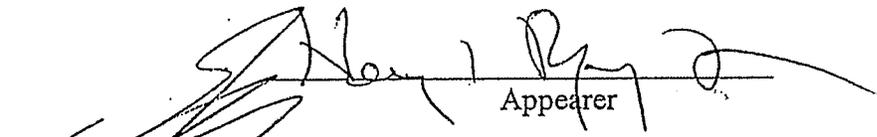
MOEM PIPELINE, L.L.C.

Paul Saltaformaggio
By: Paul Saltaformaggio, Agent and
Attorney-in-Fact

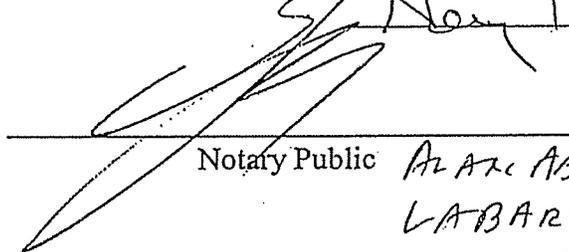
Thomas B. Bennett, Jr.
THOMAS B. BENNETT, JR.
John P. Jones

STATE OF LOUISIANA §
PARISH OF ST. BERNARD §

On this 2nd day of August, 2006 before me appeared Henry J. Rodriguez, Jr., to me personally known, who, being by me duly sworn, did say that he is the President of St. Bernard Parish Government and that said instrument was signed on behalf of said parish government by authority of its Council and said Henry J. Rodriguez, Jr., acknowledged said instrument to be the free act and deed of said parish government.



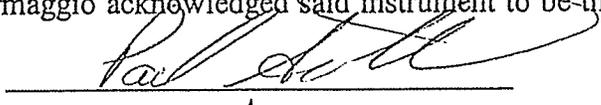
Appearer



Notary Public ALAN ABRAHAM
L.A.B.A.R. # 18749

STATE OF LOUISIANA §
PARISH OF EAST BATON ROUGE §

On this 8th day of August, 2006 before me personally appeared Paul Saltaformaggio, to me personally known, who, being by me duly sworn, did say that he is the Agent and Attorney-in-Fact for MOEM PIPELINE COMPANY, L.L.C. and that said instrument was signed on behalf of said limited liability company and said Paul Saltaformaggio acknowledged said instrument to be the free act and deed of said limited liability company.



Appearer



Notary Public
GREG ANDING
BAR # 23622

MOEM Pipeline, L.L.C.

Proposed Pipeline Servitude
on Property of St. Bernard Parish Government

TRACT 1

A certain tract of land located in Section 5, Township 13 South, Range 12 East, St. Bernard Parish, Louisiana (Southeastern Land District, East of Mississippi River), being more particularly described as follows:

For a POINT OF REFERENCE, commence at the intersection of the U.S. Army Corps of Engineers Levee Baseline and the westerly boundary of the St. Bernard Parish Government property located in said Section 5, said intersection having Louisiana State Plane Coordinate System coordinates of North 522,232.70 and East 3,715,993.40; thence proceed along the westerly boundary of said St. Bernard Parish Government property on a bearing of South 24° 51' 15" West a distance of 49.89 feet; thence continue along the westerly boundary of said St. Bernard Parish Government property on a bearing of South 04° 21' 15" West a distance of 195.22 feet to the intersection of said westerly boundary and the centerline of a proposed MOEM Pipeline, L.L.C. 50' wide Pipeline Servitude, which is the POINT OF BEGINNING.

From said POINT OF BEGINNING, continue along the westerly boundary of said St. Bernard Parish Government property on a bearing of North 04° 21' 15" East a distance of 25.07 feet to the northwesterly corner of said Pipeline Servitude; thence proceed on a bearing of South 81° 31' 03" East a distance of 100.26 feet to the easterly boundary of said St. Bernard Parish Government property and the northeasterly corner of said Pipeline Servitude; thence proceed along said easterly boundary on a bearing of South 04° 21' 15" West a distance of 50.13 feet to the southeasterly corner of said Pipeline Servitude; thence proceed on a bearing of North 81° 31' 03" West a distance of 100.26 feet to the westerly boundary of said St. Bernard Parish Government property and the northwesterly corner of said Pipeline Servitude; thence proceed along said westerly boundary on a bearing of North 04° 21' 15" East a distance of 25.07 feet to the POINT OF BEGINNING.

The above described tract of land contains 0.115 acres, more or less, and is the same tract which is depicted on MOEM Pipeline, L.L.C. drawing number B33-875-38 dated March 31, 2006, a copy of which is attached hereto and made a part hereof.

Proposed Temporary Work Space
on Property of St. Bernard Parish Government

TRACT 2

A certain tract of land located in Section 5, Township 13 South, Range 12 East, St. Bernard Parish, Louisiana (Southeastern Land District, East of Mississippi River), being more particularly described as follows:

For a POINT OF REFERENCE, commence at the intersection of the U.S. Army Corps of Engineers Levee Baseline and the westerly boundary of the St. Bernard Parish Government property located in said Section 5, said intersection having Louisiana State Plane Coordinate System coordinates of North 522,232.70 and East 3,715,993.40; thence proceed along the westerly boundary of said St. Bernard Parish Government property on a bearing of South 24° 51' 15" West a distance of 49.89 feet; thence continue along the westerly boundary of said St. Bernard Parish Government property on a bearing of South 04° 21' 15" West a distance of 145.09 feet to the northwesterly corner of a proposed MOEM Pipeline, L.L.C. 25' wide Temporary Work Space, which is the POINT OF BEGINNING.

From said POINT OF BEGINNING, proceed on a bearing of South 81° 31' 03" East a distance of 100.26 feet to the easterly boundary of St. Bernard Parish Government property and the northeasterly corner of said Temporary Work Space; thence proceed along the easterly boundary on a bearing of South 04° 21' 15" West a distance of 25.07 feet to the southeasterly corner of said Temporary Work Space; thence proceed on a bearing of North 81° 31' 03" West a distance of 100.26 feet to the westerly boundary of said St. Bernard Parish Government property and the southwestly corner of said Temporary Work Space; thence proceed along the westerly boundary on a bearing of North 04° 21' 15" East a distance of 25.07 feet to the POINT OF BEGINNING.

The above-described tract of land contains 0.058 acres, more or less, and is the same tract which is depicted on MOEM Pipeline, L.L.C. drawing number B33-875-38 dated March 31, 2006, a copy of which is attached hereto and made a part hereof.

Proposed Temporary Work Space
on Property of St. Bernard Parish Government

TRACT 3

A certain tract of land located in Section 5, Township 13 South, Range 12 East, St. Bernard Parish, Louisiana (Southeastern Land District, East of Mississippi River), being more particularly described as follows:

For a POINT OF REFERENCE, commence at the intersection of the U.S. Army Corps of Engineers Levee Baseline and the westerly boundary of the St. Bernard Parish Government property located in said Section 5, said intersection having Louisiana State Plane Coordinate System coordinates of North 522,232.70 and East 3,715,993.40; thence proceed along the westerly boundary of said St. Bernard Parish Government property on a bearing of South 24° 51' 15" West a distance of 49.89 feet; thence continue along the westerly boundary of said St. Bernard Parish Government property on a bearing of South 04° 21' 15" West a distance of 220.29 feet to the northwesterly corner of a proposed MOEM Pipeline, L.L.C. 50' wide Temporary Work Space, which is the POINT OF BEGINNING.

From said POINT OF BEGINNING, proceed on a bearing of South 81° 31' 03" East a distance of 100.26 feet to the easterly boundary of St. Bernard Parish Government property and the northeasterly corner of said Temporary Work Space; thence proceed along the easterly boundary on a bearing of South 04° 21' 15" West a distance of 50.13 feet to the southeasterly corner of said Temporary Work Space; thence proceed on a bearing of North 81° 31' 03" West a distance of 100.26 feet to the westerly boundary of said St. Bernard Parish Government property and the southwesterly corner of said Temporary Work Space; thence proceed along the westerly boundary on a bearing of North 04° 21' 15" East a distance of 50.13 feet to the POINT OF BEGINNING.

The above-described tract of land contains 0.115 acres, more or less, and is the same tract which is depicted on MOEM Pipeline, L.L.C. drawing number B33-875-38 dated March 31, 2006, a copy of which is attached hereto and made a part hereof.

The coordinates and bearings cited herein refer to the Louisiana State Plane Coordinate System, South Zone (NAD 83) based on ties to U.S. Army Corps of Engineers Levee Baseline monuments.

March 31, 2006

CHAULLETTE RIVER

ST. BERNARD PARISH GOVERNMENT

(SUSAN CORE BRENNAN, et al)

(SUSAN CORE BRENNAN, et al)

POINT OF REFERENCE
 NAD 83
 E 376°23'40"
 LEVEL 57A, 206+-70.00

U.S. ARMY CORPS OF ENGINEERS
 LEVEL BASELINE

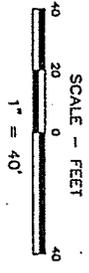


THIS DRAWING WAS PREPARED SOLELY FOR USE BY MOEM PIPELINE, L.L.C. IN CONNECTION WITH THE SPECIFIC PROJECT DESCRIBED HEREIN. THE ENGINEER'S RESPONSIBILITY OR USE BY ANY OTHER PARTY SHALL BE AT USER'S SOLE RISK WITHOUT ANY LIABILITY TO HYDRO CONSULTANTS, INC. AND ANY REVISIONS MADE WITHOUT THE WRITTEN AUTHORIZATION OF THE SUPERVISING PROFESSIONAL WILL VOID THE SEAL WHICH HE HAS PLACED HEREON.

MOEM PIPELINE, L.L.C.
 HOUSTON, TEXAS

C.A.M. PROJECT
PROPOSED PIPELINE SERVITUDE ON PROPERTY OF ST. BERNARD PARISH GOVERNMENT
 ST. BERNARD PARISH, LOUISIANA

SCALE: 1" = 40' DATE: MARCH 31, 2006
 DWG. NO. B33-875-38



TRACT 1
 TABULATION OF BEARINGS AND DISTANCES

POINT	BEARING	DISTANCE
A	POINT OF REFERENCE	49.89'
B	5 4° 21' 15" W	195.22'
C	5 81° 31' 03" E	25.07'
D	5 81° 31' 03" E	100.26'
E	5 4° 21' 15" W	50.13'
F	5 81° 31' 03" W	100.26'
G	POINT OF BEGINNING	25.07'

AREA = 0.115 ACRES

TRACT 2
 TABULATION OF BEARINGS AND DISTANCES

POINT	BEARING	DISTANCE
A	POINT OF REFERENCE	49.89'
B	5 4° 21' 15" W	145.09'
C	5 81° 31' 03" E	100.26'
D	5 4° 21' 15" W	25.07'
E	5 81° 31' 03" W	100.26'
F	5 81° 31' 03" E	25.07'
G	POINT OF BEGINNING	25.07'

AREA = 0.058 ACRES

TRACT 3
 TABULATION OF BEARINGS AND DISTANCES

POINT	BEARING	DISTANCE
A	POINT OF REFERENCE	49.89'
B	5 4° 21' 15" W	220.29'
C	5 81° 31' 03" E	100.26'
D	5 4° 21' 15" W	50.13'
E	5 81° 31' 03" W	100.26'
F	5 81° 31' 03" E	50.13'
G	POINT OF BEGINNING	50.13'

AREA = 0.115 ACRES

REV.	DATE	DESCRIPTION	DRAWN	CHKD.	APPROVED
0	3/31/06	ISSUED DRAWING	CAH	WAM	MEG JR

Hydro Consultants, Inc.
 BAYOU ROUGE, LOUISIANA

PREPARED BY: Consultants, Inc.

NOTES:
 CONTAINING BEARINGS AND NORTH ARROW REFER TO THE LOUISIANA SURVEYING AND MAPPING BOARD'S STATE PLAT AND BOUNDARY SURVEYING SYSTEM (GPS) TIES TO U.S. ARMY CORPS OF ENGINEERS LEVEL MONUMENTS.
 DISTANCES ARE IN FEET BY HORIZONTAL MEASUREMENT.
 PROPERTY LINES DEPICTED HEREON ARE BASED ON A REVIEW OF OWNERSHIP DOCUMENTS PROVIDED BY MOEM PIPELINE, L.L.C. AND DO NOT REFLECT THE RESULTS OF A PROPERTY BOUNDARY SURVEY.
 THE PROPOSED PIPELINE LOCATION AND DIMENSIONS SHOWN ARE APPROXIMATE, BASED ON DATA PROVIDED BY MOEM PIPELINE, L.L.C. AND THE U.S. ARMY CORPS OF ENGINEERS.
 ALL PROPERTY OWNERSHIP INFORMATION INCLUDING SERVITUDES AND OTHER ENCUMBRANCES, HAS BEEN FURNISHED BY MOEM PIPELINE, L.L.C. SECTION, TOWNSHIP AND RANGE INFORMATION IS BASED ON THE REFERENCED U.S.G.S. QUADRIANGLE MAP. THE LOCATIONS OF ANY SECTION LINES DEPICTED HEREON SHALL BE CONSIDERED APPROXIMATE AND SHOULD BE USED SOLELY FOR ORIENTATION PURPOSES.
REFERENCES:
 UNITED STATES GEOLOGICAL SURVEY (U.S.G.S.) QUADRIANGLE MAP CHAULLETTE, LA. REVISED 1894.
 TOWNSHIP 18N, RANGE 10E, WATER DISTRICT NO. 1 OF ST. BERNARD PARISH, LOUISIANA, DATED OCTOBER 14, 1883, AND RECORDED IN BOOK 57, FOLIO 410, CLERK OF COURT'S OFFICE, ST. BERNARD PARISH, LOUISIANA.
 ACT OF SALE, WATER DISTRICT NO. 1 OF THE PARISH OF ST. BERNARD, LA. TO WESTERN HOUSES, INC. DATED AUGUST 10, 1980, AND RECORDED IN BOOK 60, FOLIO 431, CLERK OF COURT'S OFFICE, ST. BERNARD PARISH, LOUISIANA.



St. Bernard Parish Government

8201 W. Judge Perez Drive
(504) 278-4200

Chalmette, Louisiana 70043
Fax (504) 278-4493

MEMORANDUM

TO: Amy Blanchard
Acting Finance Director

FROM: David A. Paysse
Legal Counsel

RE: Proposed pipeline right of way
MOEM Pipeline, LLC: CAM Project Tract No. 25
Section 5, T13S-R12E, St. Bernard Parish

DATE: August 15, 2006

Amy:

St. Bernard Parish Government has granted a right of way to MOEM Pipeline, LLC, with respect to a small segment of Parish owned property as reflected on Exhibit A of the attached Right Of Way Grant. The Parish accepted the purchase price for this right of way to include the temporary right of way in connection with construction of the pipeline totaling \$2,516.

Please find enclosed ExxonMobil Pipeline's check no. 005868 payable to the order of St. Bernard Parish Government in the amount of \$2,516.00 in payment for said right of way.

A copy of the Right Of Way Grant and it's Exhibit A consisting of three typewritten pages, and drawing of the pipeline dated March 31, 2006 are enclosed for your file.

If you have any questions concerning the above, please do not hesitate to contact me.

A handwritten signature in dark ink, appearing to be "DAP".

D.A.P.

/sb

Enclosures

cc w/encl: Department of Public Works
Insurance Department

THIS CHECK IS VOID IF THE BLUE COLORED BACKGROUND IS ABSENT

PAYABLE THROUGH: CITIBANK

ExxonMobil
Pipeline

P.O. BOX 2220
HOUSTON, TEXAS 77252-2220

FILE # ^{CAM} TR. 25 R.O.W. NO: 005868

PAYEE'S TAX ID OR SS NUMBER

1/4-SAY ERIKBY

DATE

Aug. 4, 2006

PAY TO

St Bernard Parish Government 824 W. Trade Road, Lake Charles, LA 70603 S. 2,516.00

FOR

Two Thousand Five Hundred Sixteen and 10/100 DOLLARS

VOID AFTER 90 DAYS

FOR Right of Way and Advance Construction Damages across "Water Board Tract", Sec. 5, T13S-R12E, St. Bernard Parish, LA

584-278-4314

CAM Project. Billie's Pipeline Co.

ERASHER CRUDE.

049207000

\$ 2,516.00

TX CD

COST CENTER

P4.2005.878972.01

GL ACCT OR A/R CUST #

AMOUNT

TX CD

COST CENTER

WBS ELEMENT

HWY CD CODE

005868

0311002091

3873776

SIGNATURE

ExxonMobil Pipeline Company
18140 Highland Road
Baton Rouge, Louisiana 70809
Post Office Box 15609
Baton Rouge, Louisiana 70895-5609
225 755 0110 Telephone
225 755 2422 Facsimile

ExxonMobil
Pipeline

August 15, 2006

VIA UPS NEXT DAY AIR

Mr. David A. Passey, Legal Counsel
St. Bernard Parish Government
8201 West Judge Perez Drive
Chalmette, LA 70043



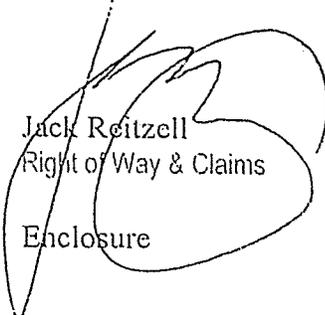
Re: **True Copy of Right of Way Grant**
MOEM Pipeline, LLC: CAM Project Tract No. 25

Dear Mr. Passey:

As requested, enclosed is a true and certified copy of the pipeline Right of Way Grant across the parish-owned "Water Board Property" in Section 5, T13S-R12E, St. Bernard Parish, recorded in COB 802, Instrument No. 461 400, records of the Clerk of Court, St. Bernard Parish, LA.

Thanks again for your help in resolving this matter during a very difficult time for everyone in St. Bernard Parish. If you have any questions, do not hesitate to call me at (225) 755-2073 or contact me by e-mail at jack.s.reitzell@exxonmobil.com.

Sincerely,


Jack Reitzell
Right of Way & Claims
Enclosure

C. 802

RIGHT OF WAY GRANT

AUG 8 2006

DEPARTMENT OF REVENUE

STATE OF LOUISIANA §

PARISH OF ST. BERNARD §

KNOW ALL MEN BY THESE PRESENTS:

THAT FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid to the undersigned owners (herein called "Grantors," whether one or more), the receipt of which is hereby acknowledged, Grantors hereby grant to MOEM Pipeline, L.L.C., a Delaware limited liability company (hereinafter called "Grantee"), its successors and assigns, the right of way and servitude to lay, construct, maintain, operate, replace, protect, repair, change the size of, and remove one (1) pipeline, not to exceed twenty-four inches (24") in diameter, for the transportation of oil, gas, water, petroleum products, or any other liquids, gases, or substances which can be transported through a pipeline, with all incidental equipment, on, over, and through the following described lands, situated in St. Bernard Parish and State of Louisiana, to-wit:

A certain tract of land located in Section 5, Township 13 South, Range 12 East, St. Bernard Parish, Louisiana, and being a portion of that certain tract of land acquired by Water District No. 1 of the Parish of St. Bernard, State of Louisiana, in that certain Cash Sale dated October 14, 1953, recorded in C.O.B. 57, Folio 410, Instrument No. 6063 of the conveyance records of St. Bernard Parish, Louisiana.

The said right of way and servitude granted herein is a total of fifty feet (50') wide, twenty-five feet (25') on either side of a center line, being designated as TRACT 1, and being more fully described and depicted on Exhibit "A", attached hereto and made a part hereof; together with the right to make temporary use of two (2) strips of land, being designated as TRACT 2 and TRACT 3 on said Exhibit "A", not to exceed a total of seventy-five feet (75') in width, and not at the time occupied by a house, building, or other similar improvement, alongside such right of way for purposes related to the initial construction and to the repair, replacement, and removal of such pipelines and the right of ingress and egress over and across the above-described land and Grantors' adjacent lands for all purposes incident to said grant and the right of assignment in whole or in part. The temporary construction servitude shall automatically terminate 180 days, unless extended by force majeure, from the date pipe stringing begins on Grantor's property.

TO HAVE AND TO HOLD said right of way and servitude unto Grantee, its successors and assigns, until said servitude is abandoned and released by Grantee, its successors or assigns in a recordable instrument.

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

Grantors retain for themselves and their heirs and assigns the right to farm, graze, and otherwise use and enjoy said premises except to the extent that such use may interfere with Grantee's use of said right of way and servitude for the purposes herein granted or to the extent that such use by Grantors, their heirs and assigns may not be consistent with the safety of Grantee's facilities or the safety of persons or property on the surface of said right of way. Without limitation of the foregoing, Grantors, their heirs and assigns, shall not excavate said right of way nor construct or permit to be constructed or placed on or over said right of way

Grantee agrees to bury the pipeline constructed hereunder to a depth of at least 36 inches below the surface of the ground at the time of construction. Grantee further agrees to pay for any damage to fences, crops, or timber that may result from the Grantee's exercise of any of the rights and privileges hereby granted; but after the pipeline has been laid, Grantee shall not thereafter be liable for any damages resulting from trimming, moving or removing trees, brush or undergrowth from or within the right of way and shall not be liable for any damage to personal property or improvements which are prohibited within the right of way under the terms of this grant.

Grantee shall indemnify, defend and hold the Grantors harmless from and against all claims, losses, demands, causes of action, suits, and liability of every kind, type, and character arising out of or associated with the use of this easement and of the rights granted herein, which are asserted by any person or entity including, without limitation, Grantors' and Grantee's employees for personal injury, death or loss of or damage to property resulting from the negligence or willful misconduct of the Grantee. Where personal injury, death, or loss of or damage to property is the result of joint negligence of Grantors and Grantee, or willful misconduct of Grantors and Grantee, the Grantee's duty of indemnification shall be in proportion to its allocable share of fault.

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

Grantors certify under oath and subject to penalties of perjury that the undersigned owners are not foreign persons.

IN TESTIMONY WHEREOF, witness his hand on this the 3rd day of August, 2006.

WITNESSES:

Stephanie Braubury
Daniel Lafosse

GRANTOR(S):

ST. BERNARD PARISH GOVERNMENT

By: Henry J. Rodriguez, Jr.
Henry J. Rodriguez, Jr., President

GRANTEE:

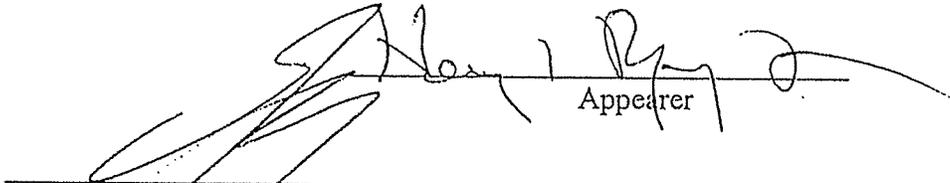
MOEM PIPELINE, L.L.C.

Paul Saltaformaggio
By: Paul Saltaformaggio, Agent and Attorney-in-Fact

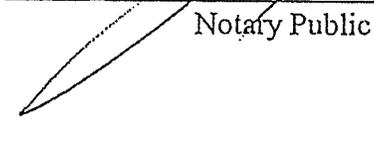
Thomas B. Bennett, Jr.
THOMAS B. BENNETT, JR.
John P. [Signature]

STATE OF LOUISIANA §
PARISH OF ST. BERNARD §

On this 2nd day of August, 2006 before me appeared Henry J. Rodriguez, Jr., to me personally known, who, being by me duly sworn, did say that he is the President of St. Bernard Parish Government and that said instrument was signed on behalf of said parish government by authority of its Council and said Henry J. Rodriguez, Jr., acknowledged said instrument to be the free act and deed of said parish government.



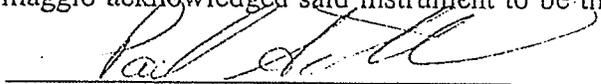
Appearer



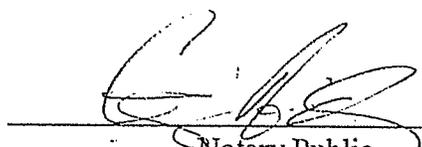
Notary Public ALAN ABRAHAM
LABAR # 18749

STATE OF LOUISIANA §
PARISH OF EAST BATON ROUGE §

On this 8th day of August, 2006 before me personally appeared Paul Saltaformaggio, to me personally known, who, being by me duly sworn, did say that he is the Agent and Attorney-in-Fact for MOEM PIPELINE COMPANY, L.L.C. and that said instrument was signed on behalf of said limited liability company and said Paul Saltaformaggio acknowledged said instrument to be the free act and deed of said limited liability company.



Appearer



Notary Public
GREG ANDING
BAR # 23622



MOEM Pipeline, L.L.C.

Proposed Pipeline Servitude
on Property of St. Bernard Parish Government

TRACT 1

A certain tract of land located in Section 5, Township 13 South, Range 12 East, St. Bernard Parish, Louisiana (Southeastern Land District, East of Mississippi River), being more particularly described as follows:

For a POINT OF REFERENCE, commence at the intersection of the U.S. Army Corps of Engineers Levee Baseline and the westerly boundary of the St. Bernard Parish Government property located in said Section 5, said intersection having Louisiana State Plane Coordinate System coordinates of North 522,232.70 and East 3,715,993.40; thence proceed along the westerly boundary of said St. Bernard Parish Government property on a bearing of South 24° 51' 15" West a distance of 49.89 feet; thence continue along the westerly boundary of said St. Bernard Parish Government property on a bearing of South 04° 21' 15" West a distance of 195.22 feet to the intersection of said westerly boundary and the centerline of a proposed MOEM Pipeline, L.L.C. 50' wide Pipeline Servitude, which is the POINT OF BEGINNING.

From said POINT OF BEGINNING, continue along the westerly boundary of said St. Bernard Parish Government property on a bearing of North 04° 21' 15" East a distance of 25.07 feet to the northwesterly corner of said Pipeline Servitude; thence proceed on a bearing of South 81° 31' 03" East a distance of 100.26 feet to the easterly boundary of said St. Bernard Parish Government property and the northeasterly corner of said Pipeline Servitude; thence proceed along said easterly boundary on a bearing of South 04° 21' 15" West a distance of 50.13 feet to the southeasterly corner of said Pipeline Servitude; thence proceed on a bearing of North 81° 31' 03" West a distance of 100.26 feet to the westerly boundary of said St. Bernard Parish Government property and the northwesterly corner of said Pipeline Servitude; thence proceed along said westerly boundary on a bearing of North 04° 21' 15" East a distance of 25.07 feet to the POINT OF BEGINNING.

The above described tract of land contains 0.115 acres, more or less, and is the same tract which is depicted on MOEM Pipeline, L.L.C. drawing number B33-875-38 dated March 31, 2006, a copy of which is attached hereto and made a part hereof.

Proposed Temporary Work Space
on Property of St. Bernard Parish Government

TRACT 2

A certain tract of land located in Section 5, Township 13 South, Range 12 East, St. Bernard Parish, Louisiana (Southeastern Land District, East of Mississippi River), being more particularly described as follows:

For a POINT OF REFERENCE, commence at the intersection of the U.S. Army Corps of Engineers Levee Baseline and the westerly boundary of the St. Bernard Parish Government property located in said Section 5, said intersection having Louisiana State Plane Coordinate System coordinates of North 522,232.70 and East 3,715,993.40; thence proceed along the westerly boundary of said St. Bernard Parish Government property on a bearing of South 24° 51' 15" West a distance of 49.89 feet; thence continue along the westerly boundary of said St. Bernard Parish Government property on a bearing of South 04° 21' 15" West a distance of 145.09 feet to the northwesterly corner of a proposed MOEM Pipeline, L.L.C. 25' wide Temporary Work Space, which is the POINT OF BEGINNING.

From said POINT OF BEGINNING, proceed on a bearing of South 81° 31' 03" East a distance of 100.26 feet to the easterly boundary of St. Bernard Parish Government property and the northeasterly corner of said Temporary Work Space; thence proceed along the easterly boundary on a bearing of South 04° 21' 15" West a distance of 25.07 feet to the southeasterly corner of said Temporary Work Space; thence proceed on a bearing of North 81° 31' 03" West a distance of 100.26 feet to the westerly boundary of said St. Bernard Parish Government property and the southwest corner of said Temporary Work Space; thence proceed along the westerly boundary on a bearing of North 04° 21' 15" East a distance of 25.07 feet to the POINT OF BEGINNING.

The above-described tract of land contains 0.058 acres, more or less, and is the same tract which is depicted on MOEM Pipeline, L.L.C. drawing number B33-875-38 dated March 31, 2006, a copy of which is attached hereto and made a part hereof.

Proposed Temporary Work Space
on Property of St. Bernard Parish Government

TRACT 3

A certain tract of land located in Section 5, Township 13 South, Range 12 East, St. Bernard Parish, Louisiana (Southeastern Land District, East of Mississippi River), being more particularly described as follows:

For a POINT OF REFERENCE, commence at the intersection of the U.S. Army Corps of Engineers Levee Baseline and the westerly boundary of the St. Bernard Parish Government property located in said Section 5, said intersection having Louisiana State Plane Coordinate System coordinates of North 522,232.70 and East 3,715,993.40; thence proceed along the westerly boundary of said St. Bernard Parish Government property on a bearing of South 24° 51' 15" West a distance of 49.89 feet; thence continue along the westerly boundary of said St. Bernard Parish Government property on a bearing of South 04° 21' 15" West a distance of 220.29 feet to the northwesterly corner of a proposed MOEM Pipeline, L.L.C. 50' wide Temporary Work Space, which is the POINT OF BEGINNING.

From said POINT OF BEGINNING, proceed on a bearing of South 81° 31' 03" East a distance of 100.26 feet to the easterly boundary of St. Bernard Parish Government property and the northeasterly corner of said Temporary Work Space; thence proceed along the easterly boundary on a bearing of South 04° 21' 15" West a distance of 50.13 feet to the southeasterly corner of said Temporary Work Space; thence proceed on a bearing of North 81° 31' 03" West a distance of 100.26 feet to the westerly boundary of said St. Bernard Parish Government property and the southwesterly corner of said Temporary Work Space; thence proceed along the westerly boundary on a bearing of North 04° 21' 15" East a distance of 50.13 feet to the POINT OF BEGINNING.

The above-described tract of land contains 0.115 acres, more or less, and is the same tract which is depicted on MOEM Pipeline, L.L.C. drawing number B33-875-38 dated March 31, 2006, a copy of which is attached hereto and made a part hereof.

The coordinates and bearings cited herein refer to the Louisiana State Plane Coordinate System, South Zone (NAD 83) based on ties to U.S. Army Corps of Engineers Levee Baseline monuments.

March 31, 2006

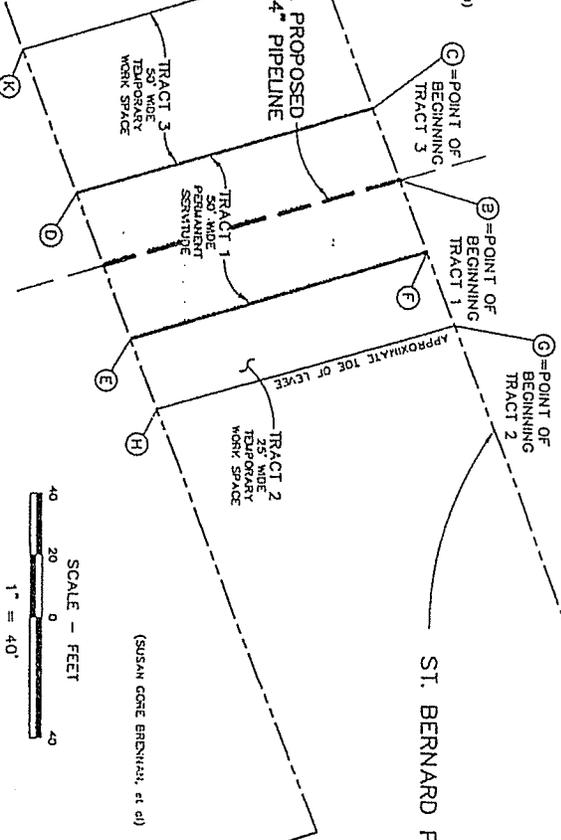
ST. BERNARD PARISH, LOUISIANA
T-13-S
SECTION 5
R-12-E

(CHAUQUETTE REQUIRED)

POINT OF REFERENCE
N 13° 21' 10" E
3,375.593' 40"
E 37° 51' 205+70.00

ST. BERNARD PARISH GOVERNMENT

U.S. ARMY CORPS OF ENGINEERS
LEVEE BASELINE



NOTES:
COORDINATES, BEARINGS AND NORTH ARROW REFER TO THE LOUISIANA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 83), BASED ON LOCAL POSITIONING SYSTEM (GPS) TIES TO U.S. ARMY CORPS OF ENGINEERS LEVEE MONUMENTS.
DISTANCES ARE IN FEET BY HORIZONTAL MEASUREMENT.
PROPERTY LINES DERIVED HEREON ARE BASED ON A REVIEW OF OWNERSHIP RECORDS AND FIELD SURVEY DATA, AND DO NOT REFLECT THE RESULTS OF A PROPERTY BOUNDARY SURVEY.
THE PROPOSED PIPELINE LOCATION AND DIMENSIONS SHOWN ARE APPROXIMATE, BASED ON DATA PROVIDED BY MOEM PIPELINE, L.L.C. AND THE U.S. ARMY CORPS OF ENGINEERS.
ALL PROPERTY OWNERSHIP INFORMATION, INCLUDING EASEMENTS AND OTHER ENCUMBRANCES, HAS BEEN FURNISHED BY MOEM PIPELINE, L.L.C.
SECTION, TOWNSHIP AND RANGE INFORMATION IS BASED ON THE REFERENCED U.S.G.S. QUADRANGLE MAPS. THE LOCATION OF ANY SECTION LINES DERIVED HEREON SHALL BE CONSIDERED APPROXIMATE AND SHOULD BE USED SOLELY FOR ORIENTATION PURPOSES.

TRACT 1
TABULATION OF BEARINGS AND DISTANCES

POINT	BEARING	DISTANCE
A	S 24° 51' 15" W	49.89'
L	S 4° 21' 15" W	193.22'
B	N 4° 21' 15" E	25.07'
F	S 81° 31' 03" E	100.26'
E	S 4° 21' 15" W	50.13'
D	N 81° 31' 03" W	100.26'
C	N 04° 21' 15" E	25.07'
B	POINT OF BEGINNING	

AREA = 0.115 ACRES

TRACT 2
TABULATION OF BEARINGS AND DISTANCES

POINT	BEARING	DISTANCE
A	S 24° 51' 15" W	49.89'
L	S 4° 21' 15" W	145.09'
C	N 4° 21' 15" E	25.07'
H	S 81° 31' 03" E	100.26'
D	S 4° 21' 15" W	25.07'
E	N 81° 31' 03" W	100.26'
F	N 04° 21' 15" E	25.07'
G	POINT OF BEGINNING	

AREA = 0.058 ACRES

TRACT 3
TABULATION OF BEARINGS AND DISTANCES

POINT	BEARING	DISTANCE
A	S 24° 51' 15" W	49.89'
L	S 4° 21' 15" W	220.29'
C	N 4° 21' 15" E	25.07'
D	S 81° 31' 03" E	100.26'
K	S 4° 21' 15" W	50.13'
J	N 81° 31' 03" W	100.26'
I	N 04° 21' 15" E	25.07'
C	POINT OF BEGINNING	

AREA = 0.115 ACRES

REFERENCES:
UNITED STATES GEOLOGICAL SURVEY (U.S.G.S.) QUADRANGLE MAP OF CHAUQUETTE, LA., REVISED 1994.
"CASH SALE", URAL W. MULLIN TO WATER DISTRICT NO. 1 OF ST. BERNARD, LA., DATED OCTOBER 14, 1923, AND RECORDED IN COB 57, FOLIO 410, CLERK OF COURT'S OFFICE, ST. BERNARD PARISH, LOUISIANA.
"ACT OF SALE", WATER DISTRICT NO. 1 OF THE PARISH OF ST. BERNARD, LA TO WESTERN HOUSE, INC., DATED AUGUST 10, 1950 AND RECORDED IN COB 76, FOLIO 431, CLERK OF COURT'S OFFICE, ST. BERNARD PARISH, LOUISIANA.

PREPARED BY: **Hydro Consultants, Inc.**
BAYOU BOULEVARD, LAFAYETTE, LOUISIANA

REV.	DATE	DESCRIPTION	DRAWN	CHKD.	APPROVED
0	3/31/05	ISSUED DRAWING	CAH	WAM	MEG JR

PROPOSED PIPELINE SERVITUDE
ON PROPERTY OF
ST. BERNARD PARISH GOVERNMENT
ST. BERNARD PARISH, LOUISIANA

SCALE: 1" = 40'
DATE: MARCH 31, 2006
DWG. NO. 833-875-38

THIS DRAWING WAS PREPARED SOLELY FOR USE IN CONNECTION WITH THE PROJECT DESCRIBED IN THE TITLE BLOCK. USE FOR ANY OTHER PURPOSE OR USE BY ANY OTHER PARTY, SHALL BE AT USER'S SOLE RISK WITHOUT ANY LIABILITY TO HYDRO CONSULTANTS.
THIS DRAWING IS THE PROPERTY OF HYDRO CONSULTANTS, INC. AND ANY REVISIONS MADE WITHOUT THE WRITTEN AUTHORIZATION OF THE SUPERVISING PROFESSIONAL WILL VOID THE SEAL WHICH HE HAS PLACED HEREON.

MOEM PIPELINE, L.L.C.
C.A.M. PROJECT
HOUSTON, TEXAS
ENGINEERING

THIS CHECK IS VOID IF BLUE COLORED BACKGROUND IS ABSENT

PAYABLE THROUGH: CITIBANK

ExxonMobil
Pipeline

P.O. BOX 2220
HOUSTON, TEXAS 77252-2220

FILE # TR. 25 ^{CAM} R.O.W. No 005868

PAYEE'S TAX ID OR SS NUMBER

14-Gvt Entity

DATE Aug. 4, 2006

PAY TO St. Bernard Parish Government 82414 Trade Hwy, Chalmette, LA 70003 \$ 2,516.00

Two Thousand Five Hundred Sixteen and 10/100 DOLLARS

FOR Right of Way and Advance Construction Damages across
"Water Board Tract", Sec. 5, T13S-R12E, St. Bernard Parish, LA

584-278-4314 CAM Project. Billings Pipeline Co. FRASER CRUDE.

G/L ACCT OR A/R CUST#	AMOUNT	TX CD	COST CENTER	WBS ELEMENT	NEW CO CODE
044 207 000	\$ 2,516.00	Y		P4.200547997.0012.101	8745

⑈005868⑈ ⑆031100209⑆ 3873776⑈ SIGNATURE