

RIGHT OF WAY GRANT

STATE OF LOUISIANA  
PARISH OF St. Tammany

KNOW ALL MEN BY THESE PRESENTS, THAT Northlake Holding, Inc.  
represented by: Brian Reine, Vice President

of lawful age, a resident of St. Tammany Parish, State of Louisiana, all of whom, whether one or more, are hereinafter referred to as Grantor, in consideration of One Dollar (\$1.00), cash in hand paid, and other valuable considerations, receipt of which is hereby acknowledged, and of benefits which will accrue to the property of the Grantor by reason of having natural and/or artificial gas available for use thereon, does, by these presents, grant, convey, warrant and deliver unto LOUISIANA GAS SERVICE COMPANY, a Division of Citizens Utilities Company, a Delaware corporation, its successors and assigns

(herein called Grantee), a perpetual Right of Way and easement 5 (five) feet in width and the right, privilege, easement and servitude forever to lay, construct, operate and maintain thereon and/or thereunder a pipe line, or pipe lines of sufficient size as determined by Grantee, with such connections, valves and other appurtenances thereto as may be necessary or convenient for the transmission, distribution and/or sale of natural and or artificial gas, including but not limited to telemetering and such communication equipment as may be presently available or developed in the future, together with the right to excavate trenches to lay, repair, replace, remove and maintain pipe lines and appurtenances thereto, the center line of said right of way and easement shall be the pipe line laid by Grantee hereunder, over, under and/or across the following described property, situated in the Parish of St. Tammany, State of Louisiana, to-wit:

Adjacent to and within the constructed streets, located in Chanticleer Estates, Phases 1 & 2, Section 25, township 8 South, Range 14 East, St. Tammany Parish, Louisiana. These Street Rights-of-way specifically include the following: Chanticleer Dr., Camelia Cove, Bridgeway Ct., North Woodlake Way, South Woodlake Way, and Chantilly Loop. All Parallel gas main to be constructed within a 10' utility easement. Right-of-way more fully shown on grantee's drawing No. A-70-99-571 attached to and made a part of.

The Grantee shall also have the right and privilege forever to patrol, inspect, alter, improve, add to, repair and remove such pipe lines and appurtenances, including the right to increase or decrease the size of the lines, and all other rights and privileges necessary or convenient for the full use and enjoyment of the Right of Way, servitude and privileges herein granted for the purpose herein described, including the right of ingress and egress to and from said Right of Way and pipe line over adjoining property of the Grantor.

To have and to hold said Right of Way, servitude and privileges unto the Grantee, its Successors and assigns, forever, subject to the conditions and limitations herein contained.

It is stipulated that said Right of Way shall never be fenced by the Grantee and that the Grantor shall have full use of said Right of Way except for the purpose for which the same is herein conveyed to the grantee, and except for uses which interfere with the enjoyment by Grantee of the rights and servitude herein conveyed to it, and provided always that no building or structure of any nature or kind whatsoever, nor any part of same, shall be constructed, installed or placed on or over said Right of Way or any part thereof by Grantor or the successors or assigns of Grantor; and that the grade over the pipe line shall not be changed by Grantor or the successors or assigns of Grantor without the prior written consent of Grantee.

The Grantee hereby agrees to pay any damages which may be caused by it to the grantor in the construction of said pipe line, provided an itemized claim therefor shall be presented by the Grantor in writing to the office of the Grantee at Harvey, Louisiana, within thirty days after the damage is done; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, shall be final and conclusive.

The Grantee shall promptly refill any excavations made by it in the laying or maintenance of said pipe line and restore the premises to as nearly the original condition thereof as practicable.

In witness whereof, the Grantor signs this instrument at SLIDELL, on this 10<sup>TH</sup> day of OCTOBER, A. D., 19 99, in the presence of two competent witnesses, who sign, as such, with the Grantor, after due reading.

Witnesses:

Brian Reine  
Olene Whidden

Brian Reine  
Brian Reine, Vice President  
Northlake Holding, Inc.

(Continued on reverse)

St. Tammany Parish  
Instrument #: 1190224  
Registry #: 958555 PSB  
03/24/2000 1:46:00 PM  
MB CB X MI UCC

State of Louisiana,

Parish of Iberia

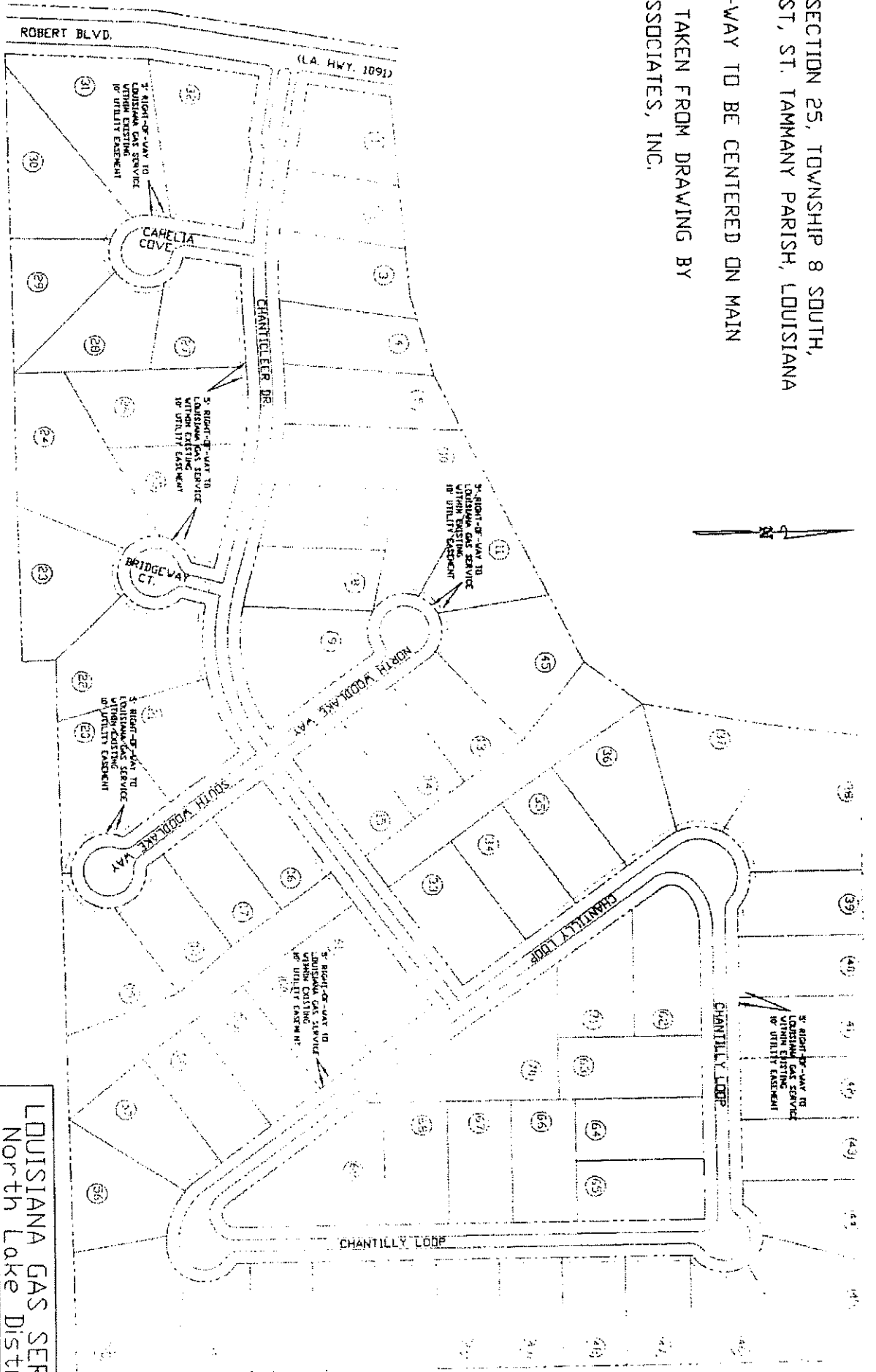
Before me, the undersigned authority, personally came and appeared Rodney Basin who, being first duly sworn, did depose and say that he signed the within and foregoing instrument as a witness, in presence of the Grantor and other subscribing witness, all of whom signed in his presence, each signing in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

Rodney Basin

Sworn to and subscribed me this 29th day of October, A. D., 19 99

M. F. [Signature]  
Notary Public

LOCATED IN SECTION 25, TOWNSHIP 8 SOUTH,  
 RANGE 14 EAST, ST. TAMMANY PARISH, LOUISIANA  
 5' RIGHT-OF-WAY TO BE CENTERED ON MAIN  
 INFORMATION TAKEN FROM DRAWING BY  
 CARTIER & ASSOCIATES, INC.



CHANTICLEER ESTATES - PHASES 1 & II

LOUISIANA GAS SERVICE North Lake District	
SLIDELL, 5' RIGHT-OF-WAY TO LOUISIANA GAS SERVICE COMPANY FROM NORTHLAKE HOLDING, INC.	
SCALE: N.T.S.	DATE: 10/1/99
DRAWN BY: R.G.B. & D.W.	CHECKED BY: <i>R.G.B.</i>
FIELD CHECKED BY: R.G.B.	APPROVED BY: <i>R.G.B.</i>
NO. 70-99-571	