

STATE OF LOUISIANA

RIGHT-OF-WAY GRANT

STATE OF LOUISIANA

STATE R/W NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS: That pursuant to R.S. 41:1173, 36:1, 36:4, 39:8, 39:11(c) and 41:1 the State of Louisiana, appearing herein by and through the Administrator of the State Land Office (hereinafter called Grantor), for and in consideration of the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) DOLLARS and other valuable considerations as may be provided elsewhere herein or in exhibit attached and made a part hereof does grant unto \_\_\_\_\_ (hereinafter called Grantee), the right, privilege and authority to construct, maintain, operate, alter, repair, replace and remove a \_\_\_\_\_ under, upon, over and through the following described land, situated in the Parish of \_\_\_\_\_, State of Louisiana, to wit:

The rights and privileges herein granted shall include the right to replace said project with one of similar or smaller class as set forth in current Rules and Regulations of the Division of Administration and shall be exercised over a course up to but not in excess of \_\_\_\_\_ feet in width during construction to revert to \_\_\_\_\_ feet after construction is herein granted. The route of the proposed project is shown on a plat(s) identified as \_\_\_\_\_ which is attached hereto and made a part hereof.

In the exercise of its rights under this grant, Grantee shall have the right, in the construction, operation and maintenance of the project to dig trenches in or on said premises as Grantee may deem necessary or convenient, and to lay its project in the beds of such trenches.

TO HAVE AND TO HOLD the said right, privileges and authority, unto said Grantee, are granted without warranty and without recourse even for the return of the aforementioned consideration for this grant, until such project is constructed and so long thereafter as the project is maintained thereon.

It is understood and agreed that this right-of-way is for a term of twenty (20) years from \_\_\_\_\_ to \_\_\_\_\_ with an option to renew for an additional twenty (20) year term. The option to renew shall be on the same terms and conditions as the original agreement except that the consideration shall be adjusted to reflect the percentage of increase or decrease in the cost of living index as established by the Consumer Price Index for Urban Wage Earners and Clerical Workers published by the Bureau of Labor Statistics of the United States Department of Labor or any revision or equivalent to any such index published by the United States Government, which has occurred from date of this instrument to the date of renewal provided however that in no event shall consideration of such renewal be less than the consideration paid herein for the original term, and it is further understood and agreed that non-use thereof for a continuous period of two (2) years shall operate as a forfeiture by the Grantee of this grant and consideration and that all rights hereunder shall be thereupon terminated except when existing causes of force majeure actually prevent the use of the right-of-way and satisfactory evidence hereof is submitted to the Grantor. In the event of such forfeiture, the Grantee shall be required to remove the project, together with fittings, tie-overs, appliances and equipment and any and all pertinent supplies and/or structures from the right-of-way within a period of one (1) year from the date of forfeiture, provided that Grantee restores such area of the grant disturbed by the removal as near as practical to its natural state and provide the Grantor with an executed and recorded Release of State Right of Way. There shall be no above-ground facilities except those designated and set out on the attached plat(s).

The Grantor reserves the right to fully use and enjoy the said premises subject to the rights herein granted.

If operations for construction are not commenced within two (2) years of the date of the execution of this agreement by the Grantor, then, all rights of the Grantee thereunder shall terminate and the consideration shall be forfeited to Grantor.

All terms and expressed or implied covenants of this grant shall be subject to all Federal and State Laws.

Grantee agrees that due care shall be exercised in the construction operation of the project and its appurtenances and that Grantee shall be fully and solely responsible for and shall defend, protect, indemnify and hold the State of Louisiana and all its agencies, boards and commissions free and harmless from and against any and all claims for damages and all costs and expenses arising out of or incidental to Grantee's exercise of the rights herein granted.

The granting of this right-of-way shall not be a bar or defense to the right of the State of Louisiana and its agencies, boards and commissions to take any and all action necessary to seek abatement of construction or operations that unreasonably or unlawfully interfere with or disturb the existing ecological regimen, including but not limited to the fishing, hunting, trapping and oyster industries, and to take action for any and all damage to the existing ecological regimen which does not result from a reasonable exercise of the rights herein granted.

Any structure constructed on the right-of-way shall be of such design to allow passage of water craft common to the area.

Nothing herein contained shall be construed as to prohibit or preclude the Grantor herein from granting to other persons, associations or corporations the right to cross over or under the right-of-way herein granted, provided that if such crossing should necessitate the alteration or relocation of the project of the Grantee herein, all cost thereof shall be at the expense of such subsequent Grantee, subject to the following:

The parties hereto recognize that it might hereafter become necessary or desirable to widen, deepen or make some other work of public improvement on land or in the streams or water bottoms within the right-of-way herein granted, and this grant is accepted under the express condition and with the distinct understanding that, if any such work by the United States, the State of Louisiana, or any agency, board, commission, department or political subdivision of either, makes it necessary to alter or relocate said project, the entire cost of such alteration or relocation shall be borne by the Grantee, this responsibility on the part of the Grantee being part of the consideration for which this grant is made. This provision, however, shall not prejudice the Grantee's right to receive indemnification and/or relocation costs, from the United States, the State of Louisiana or any agency, board, commission, department or political subdivision of either when there is an appropriation for payment of such costs.

It is agreed that Grantee shall not assign the rights granted hereunder without the written consent of Grantor and due payment of assignment fees, but this prohibition shall not be applicable to any mortgage, deed of trust, pledge or other security contract which may be executed by Grantee, and the consent of the Grantor to the execution of such agreements shall not be required.

Grantee agrees to construct and maintain the project, structures and its appurtenances in accordance with Parts 191, 192 and/or 195 of Title 49 of the Code of Federal Regulations, as amended, which sets forth minimum design, construction and maintenance standards for safety. Grantee further agrees to comply with all other Federal and State Laws not in conflict which apply to design, construction, maintenance and operation.

It is further agreed that after the completion of the construction of the project, Grantee shall file in the office of the Grantor a plat showing the actual location of the project on the above described lands.

The provisions of this agreement shall extend to and be binding upon the successors and assigns of Grantee, regardless of the appointment of a receiver, adjudication in bankruptcy, reorganization, voluntary or otherwise, or the suspension, failure or insolvency of Grantee, or any successor or assigns thereof.

Failure of Grantor to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.

IN WITNESS WHEREOF, the STATE OF LOUISIANA has executed this right-of-way grant on this \_\_\_\_\_ day of \_\_\_\_\_.

WITNESSES to the signature of the Administrator of the State Land Office:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
ADMINISTRATOR, STATE LAND OFFICE  
Printed Name: Cheston Hill

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

ACKNOWLEDGMENT FOR THE ADMINISTRATOR OF THE STATE LAND OFFICE

STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, personally came and appeared \_\_\_\_\_, who by me being first duly sworn, deposed and said:

That he is one of the witnesses to the execution of the foregoing instrument and that he saw Cheston Hill sign said instrument as Administrator of the State Land Office for the State of Louisiana, in the presence of appearer and the other subscribing witness.

Sworn to and subscribed before me on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature of Witness  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

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IN WITNESS WHEREOF, GRANTEE has executed this right-of-way on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

WITNESSES :

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
TITLE:  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

ACKNOWLEDGMENT FOR CORPORATE GRANTEE

STATE OF \_\_\_\_\_  
\_\_\_\_\_ OF \_\_\_\_\_

BEFORE ME, the undersigned authority, personally came and appeared \_\_\_\_\_, who by me being first duly sworn, deposed and said:

That he/she is one of the witnesses to the execution of the foregoing instrument and that he/she saw \_\_\_\_\_ execute said instrument as \_\_\_\_\_ of \_\_\_\_\_ as the free act and deed of said corporation in the presence of appearer and the other subscribing witness.

Sworn to and subscribed before me on this the  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Signature of Witness  
Printed Name: \_\_\_\_\_