

DUSTIN MORRIS,  
ABRAHAM FARMS, LLC,  
AND JOHN HOYCHICK, JR.

FILED: Feb. 26, 2009

VS. 40892-C

GULF SOUTH PIPELINE  
COMPANY, LP

BY: Carrie Thomas  
Dy. Clerk

PETITION FOR DAMAGES

NOW INTO COURT, through his undersigned counsel, comes Dustin Morris, a major competent resident of Richland Parish, who with due respect, would show the court that, to-wit:

1.

Named defendant herein is Gulf South Pipeline Company, LP, (hereinafter referred to as "Gulf South"), a Delaware limited partnership whose general partner is GS Pipeline Company, LLC, 20 East Greenway Plaza, Suite 900, Houston, Texas 77046. Gulf South is registered to do business in the State of Louisiana, whose agent for service of process is C T Corporation System, 5615 Corporate Boulevard, Suite 400B, Baton Rouge, Louisiana 70808.

2.

Gulf South is indebted unto Dustin Morris, (hereinafter referred to as "Morris"), for an amount commensurate with the premises with legal interest from date of judicial demand, all costs, attorney's fees, and expert fees, for the following reasons, to-wit:

3.

Morris farms various parcels of land in Richland Parish owned by John Hoychick, Jr. (Calvert), Cypress Cove Farms, Inc., and Abraham Farms, LLC. See attached servitude agreements with attached description of affected property at issue.

4.

Gulf South constructed a 42" pipeline with a 60' permanent servitude and a 40' temporary work space and additional temporary work spaces from time to time. The land was to be restored to its original condition by Gulf South. The pipeline was constructed across fields which were rented by Morris.

5.

Due to the construction of the pipeline and the failure of Gulf South to restore the property

properly and the incumbent interference with fertility, irrigation and drainage, Morris suffered crop losses in the areas which were affected by the servitude and the yields were substantially reduced causing a financial loss to Morris and his lessors. Due to the share rent with Abraham Farms, LLC and John Hoychick, Jr., they join as party plaintiffs, but only for their share of crop losses.

6.

Gulf South's failure to properly restore the property caused Morris to incur great financial expenses in repairing the land. After the construction of the pipeline, Morris had to re-level the land and supply the ground with more nutrients.

7.

Morris suffered mental anguish observing his crop was damaged. Morris takes great pride in producing the very best crops and he was unable to produce his best crop in the area affected by the pipeline.

8.

Great inconvenience was suffered and extra effort was made by Morris on the property affected by the pipeline.

9.

The damages sustained by Morris arise out of the exercise by Gulf South of its statutory rights to eminent domain and its obligation to properly restore the land to its original condition, and therefore, Morris is entitled to reasonable attorneys fees for Gulf South's failure to pay what is due and owing.

10.

The damages sought are less than \$75,000.00.

Wherefore, Dustin Morris prays that after all proceedings had, there be judgment rendered in his favor against Gulf South for damages commensurate with the premises, along with legal interest from date of judicial demand, all costs and reasonable attorney fees.

DUSTIN MORRIS, ABRAHAM FARMS  
LLC and JOHN HOYCHICK, JR.

NUMBER: 40,892-C

FILED BY  
NOV 02 2013

*Camie Sheno*  
DEPUTY CLERK

VERSUS

FIFTH JUDICIAL DISTRICT COURT

GULF SOUTH PIPELINE COMPANY  
LP

RICHLAND PARISH, LOUISIANA

**JOINT MOTION OF DISMISSAL**

NOW INTO COURT, through undersigned counsel, come plaintiffs, DUSTIN MORRIS, ABRAHAM FARMS LLC and JOHN HOYCHICK, JR. (hereinafter "plaintiffs"), and defendant, GULF SOUTH PIPELINE COMPANY LP (hereinafter "Gulf South"), which with respect represent:

1.

Plaintiffs have completely released their claims against defendant Gulf South in the above-captioned matter.

2.

As an incident thereof, the parties agree that all of the plaintiffs' claims and demands against Gulf South should be dismissed with prejudice, with Gulf South to pay all court costs.

WHEREFORE, APPEARERS PRAY that the claims and demands of DUSTIN MORRIS, ABRAHAM FARMS LLC and JOHN HOYCHICK, JR. against GULF SOUTH PIPELINE COMPANY, LP be dismissed with prejudice, with Gulf South to pay all court costs.

DUSTIN MORRIS, ABRAHAM FARMS  
LLC and JOHN HOYCHICK, JR.

NO. 40,892-C

Filed: Nov. 5, 2009  
Carnie Thomas, Day  
Clerk

VERSUS

FIFTH JUDICIAL DISTRICT COURT

GULF SOUTH PIPELINE COMPANY LP

RICHLAND PARISH, LOUISIANA

**JUDGMENT**

Considering the foregoing Motion for Voluntary Dismissal without Prejudice filed by plaintiffs DUSTIN MORRIS, ABRAHAM FARMS LLC and JOHN HOYCHICK, JR.:

**IT IS HEREBY ORDERED** that plaintiff ABRAHAM FARMS LLC, be and is hereby dismissed, without prejudice, while reserving the plaintiffs' rights against defendant.

**THUS DONE AND SIGNED** in Chambers this 5<sup>th</sup> day of November, 2009, in Rayville, Richland Parish, Louisiana.

  
DISTRICT JUDGE