

Aegis Ethane Pipeline Project – Seg. 3
Tract #: LA-SC-0010.00000
St. Charles Parish, Louisiana

RIGHT-OF-WAY AND SERVITUDE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

ST. CHARLES PARISH SEWERAGE DISTRICT NO. 1, whose address is: 100 River Oaks Road, Destrehan, Louisiana 70047, of the Parish of St. Charles and State of Louisiana,

(“Grantor”, whether one or more), for themselves, their heirs, successors, and assigns, for TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and adequacy of which consideration are hereby acknowledged, hereby grant, convey and confirm unto:

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC, a Texas limited liability Company, with offices at 1100 Louisiana St., Suite 1000, Houston, Texas 77002, mailing address for all correspondence to P.O. Box 4324, Houston, Texas 77210-4324, Attn: Land Dept., its successors and assigns (“Grantee”):

a right-of-way and servitude being fifty (50) feet in width, with the location of the centerline of said right-of-way and servitude as described on Exhibit “A”, and depicted on Exhibit “B”, attached hereto and made a part hereof (the “Servitude”), to construct, maintain, operate, repair, alter, replace, relocate, or remove one (1) pipeline, not to exceed twenty-four (24) inches in diameter, for the transportation of oil, natural gas, other gases, water, liquids, or hydrocarbons together with such markers, signs, vents, cathodic protection leads, test stations and other associated or necessary appurtenances, as deemed necessary or desirable by Grantee, upon, over, through and under lands as more particularly described in Exhibits “A” and “B” attached hereto and incorporated herein.

TO HAVE AND TO HOLD this Servitude unto Grantee, its successors and assigns forever.

A) Grantor and Grantee agree:

(1) that Grantee shall pay for any damage to fences, crops or timber, that may result from Grantee’s exercise of any of the rights and privileges hereby granted; but after the pipeline has been constructed, Grantee shall not thereafter be liable for any damages resulting from trimming, removing or mowing trees, brush or undergrowth from or within the Servitude and shall not be liable for any damage to personal property or improvements which are prohibited within the Servitude under the terms of this Right-of-Way and Servitude Agreement (the “Agreement”); and

(2) that, if the above described lands are under mortgage, the recited consideration, or any part thereof, may be made jointly to Grantor and the mortgagee(s) of record.

B) In addition to and in furtherance of the rights stated above, Grantee has the right:

(1) of ingress to and egress from the Servitude, as defined above, and the temporary right-of-way workspace, as defined below, in order to effect Grantee’s rights granted by this Agreement, at will of Grantee; and

(2) from time to time to mow and otherwise clear and maintain the Servitude and right of way area and to cut and remove all trees, undergrowth and other obstructions that may injure, endanger, or interfere with the rights of Grantee hereunder; and

(3) subject to all of the provisions of this instrument, to use any and all roads now existing or which may hereafter be constructed on the above described land, provided, however, that if Grantee uses existing roads, Grantee will, except for normal wear and tear, repair any damage done thereto by Grantee; and

(4) to use temporary right-of-way workspace during construction of the pipeline or associated facilities as described and depicted on Exhibits “A” and “B”, attached hereto. This temporary

right-of-way workspace shall terminate three hundred sixty-five (365) days, unless extended by Force Majeure, from the date pipe stringing begins on Grantor's property.

Except as may be specifically otherwise provided in this Agreement, neither party shall be liable for delays in performance or for non-performance directly occasioned or caused by force majeure. The term "Force Majeure", as used in this Agreement, shall mean causes beyond the reasonable control of the party claiming to be affected thereby, including, without limitation, acts of God, storms, war, fire, strikes, lockouts or differences with workers, acts of the public enemy, insurrections, riots, tropical disturbances which are given names by the United States National Hurricane Center, breakage of or damage to machinery or lines of pipe, inability to obtain easements, servitudes or rights of way or pipeline tie-ins, adverse market conditions, or rules or regulations of any governmental authority asserting jurisdiction or control, compliance with which makes continuance of operations impossible. Additionally, should conditions at the Servitude, in the reasonable opinion of Grantee, become such that a continuation of operations would be unduly hazardous, Grantee may suspend operations and such suspension shall be considered a Force Majeure event.

C) Grantee must:

(1) bury the pipeline, excluding appurtenant facilities that are customarily located above grade, at a minimum depth of thirty six (36) inches except in areas of consolidated rock where the minimum depth will be 18 inches;

(2) Grantee agrees to indemnify and hold Grantor harmless from and against any and all liability or responsibility for injury to (including death of) persons or damages to property of Grantor or third persons of any kind CAUSED BY GRANTEE OR ITS AGENTS, EMPLOYEES, OR REPRESENTATIVES arising out of or in connection with the operations of Grantee herein.

D) Grantor:

(1) may fully use and enjoy the above described lands encumbered by this Servitude, except that such use and enjoyment shall not create hazardous situations, hinder, conflict or interfere with the exercise of Grantee's rights hereunder; but

(2) may not construct, nor permit others to construct, any house, building, or other structure or obstructions on or over this Servitude without the prior written consent of the Grantee; or

(3) may not impound water or other substance, or

(4) may not make any other use of the above described lands which will unreasonably interfere with the rights conveyed to the Grantee herein.

E) The rights of the parties created in this Agreement constitute covenants running with the land and are binding upon and inure to the benefit of Grantor and Grantee, respectively, and their respective heirs, executors, administrators, successors and assigns. Grantee may assign or transfer this Agreement in whole or in part, including, but not limited to, prior to construction for purposes of location of the pipeline within the servitude, to one or more assignees.

F) 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.

G) 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 Agreement 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.

H) This Agreement may be executed by signing the original or a counterpart thereof. If this instrument is executed in counterparts, all counterparts taken together shall have the same effect as if all parties had signed the same Agreement. This Agreement shall be binding upon each party executing the original or any counterpart thereof, regardless of whether all parties with an ownership interest in the above described lands join in the execution of this instrument.

I) Grantee shall maintain or shall cause to be maintained, in full force and effect throughout the term of this Agreement, at its sole cost and expense, the insurance described below:

- a. Worker's Compensation in accordance with the benefits afforded by the statutory Worker's Compensation Acts applicable to the state, territory or district of hire, supervision or place of accident. Policy limits for worker's compensation shall not be less than statutory limits and for

employer's liability one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) disease each employee, and one million dollars (\$1,000,000) disease policy limit.

- b. Commercial General Liability Insurance including bodily injury, death, property damage, independent contractors, products/completed operations, contractual, and personal injury liability, with a limit of \$1,000,000 per occurrence and in the annual aggregate.
- c. Commercial Automobile Insurance covering owned, hired, rented, and non-owned automotive equipment with a limit of \$1,000,000 per accident.
- d. Excess Umbrella Liability Insurance coverage in excess of the terms and limits of insurance specified in I, a, b and c above with a combined limit of \$5,000,000 per occurrence.
- e. Upon execution of this agreement, Grantee shall furnish Grantor a certificate of insurance evidencing the coverage required herein.
- f. To the extent allowed by law, Grantee shall include Grantor as an additional insured under the policies required above, but only to the extent of Grantee's indemnification obligations hereunder.
- g. GRANTEE shall furnish to GRANTOR a certificate evidencing such insurance and agreeing to give GRANTOR at least thirty (30) days' notice of any cancellation thereof.
- h. Waiver of Subrogation shall be provided on the above required Worker's Compensation insurance.

***** Remainder of this page intentionally left blank *****

IN WITNESS WHEREOF, Grantor has executed this Right of Way and Servitude Agreement on this ____ day of _____, ____.

GRANTOR

ST. CHARLES PARISH SEWERAGE DISTRICT NO. 1

Witness
Printed name: _____

By: _____
Title: _____

Witness
Printed name: _____

STATE OF _____ §
PARISH OF _____ §

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

That _____ [he/she] is one of the witnesses to the execution of the forgoing instrument and that [he/she] saw _____ execute said instrument as _____ of the **St. Charles Parish Sewerage District No. 1** in the presence of appearer and the other subscribing witness.

Signature of Witness

Printed Name

Sworn to and subscribed before me on this the __ day of _____, ____.

Notary Commission Expires: _____

Notary Public for the State of : _____
Printed name: _____

Tract # LA-SC-0010.00070
LA-SC-0010.00070-ABT-W
St. Charles Parish, Louisiana
Aegis Ethane Pipeline Project, Segment 3
Enterprise TE Products Pipeline Company LLC

Exhibit "A"

The Easement for the pipeline will be located on the below described property along the approximate route and location as depicted on Exhibit "B" attached hereto and made a part hereof.

A certain tract or parcel of land situated in St. Charles Parish, Louisiana, containing 6.4 acres, more or less, located in Section 6, Township 12 South, Range 8 East, more particularly described in that certain Correction Deed, recorded November 10, 1978, Conveyance Book 215, Page 665, St. Charles Parish, Louisiana.

