

**AGREEMENT BY, BETWEEN, AND AMONG  
GULF SOUTH PIPELINE COMPANY, LP, ENTERGY LOUISIANA, LLC AND  
ST. CHARLES PARISH**

This Agreement is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2018,  
by and between:

**GULF SOUTH PIPELINE COMPANY, LP**, whose mailing address is 9 Greenway Plaza, Suite 2800, Houston, Texas, 77046, herein represented by Michael E. McMahon, Senior Vice President and General Counsel, hereinafter referred to as “GULF SOUTH”;

**ENTERGY LOUISIANA, LLC** whose mailing address is 4809 Jefferson Highway, Jefferson, Louisiana 70121 herein represented by Phillip R. May, President and CEO, hereinafter referred to as “ENTERGY LOUISIANA”; and

**ST. CHARLES PARISH**, a political subdivision of the State of Louisiana, herein represented by Larry Cochran, its Parish President, whose mailing address is P. O. Box 302, Hahnville, Louisiana 70057, duly authorized pursuant to Ordinance No. \_\_\_\_\_ adopted by the St. Charles Parish Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, a copy of which is attached hereto and made a part hereof.

**WHEREAS, the above parties each individually agree to the following:**

1) Gulf South agrees to fully fund a **TWO MILLION AND NO/100THS (\$2,000,000.00) DOLLARS** Community Improvement Grant (the “Grant”) to St. Charles Parish, the funds of which Grant shall be used exclusively for Montz area drainage projects as identified by St. Charles Parish. Within five (5) business days of execution of this Agreement, Gulf South shall deliver \$2,000,000.00 to St. Charles Parish, which funds will be held by St. Charles Parish pending their use as permitted under this Agreement.

2) Entergy Louisiana has funded a Montz-area drainage study (the “Drainage Study”) and agrees to provide the Drainage Study to St. Charles Parish. The Drainage Study to be provided by Entergy Louisiana will be provided “as is”, and Entergy Louisiana makes no warranty or representation regarding the accuracy, completeness or usefulness of the information from the Drainage Study, and expressly disclaims any and all warranties, whether express or implied, including, but not limited to, implied warranties of non-infringement, merchantability and fitness for a particular purpose. St. Charles Parish agrees

that Entergy Louisiana will not be liable to St. Charles Parish or any third party for any damages of any kind arising out of any use of the information from the Drainage Study, whether based on tort, contract or other theories of recovery, even when Entergy Louisiana has been advised of such possibility in advance, and St. Charles Parish hereby agrees to and does release Company from such liability. Additionally, Entergy Louisiana, LLC will cooperate with St. Charles Parish in implementing potential Montz-area drainage solutions, including providing a right of use or access to Entergy Louisiana's fee-owned transmission corridors in the Montz area, provided however that (i) such use or access does not interfere with any existing or planned utility infrastructure; (ii) such use or access does not interfere with the safe and reliable operation of Entergy Louisiana's electric system; and (iii) St. Charles Parish hereby releases Entergy Louisiana from, and agrees to hold Entergy Louisiana harmless from and against, any claims relating to use and access of such fee-owned transmission corridors, by St. Charles Parish, its employees, agents and contractors. If any specific Montz-area drainage solutions undertaken by St. Charles Parish require use or access to Entergy Louisiana's transmission corridor as contemplated in this Agreement, Entergy Louisiana and St. Charles Parish and its contractors will negotiate in good faith a separate agreement documenting the terms of such use or access (including without limitation terms identifying and holding harmless Entergy Louisiana and stipulating minimum insurance requirements) consistent with this Agreement.

3) St. Charles Parish agrees to accept said Grant and to use such funds as provided in this Agreement. St. Charles Parish will use reasonable efforts to undertake and complete the drainage projects in a timeframe consistent with the needs of Montz residents and consistent with industry practice for similar projects.

4) St. Charles Parish will be solely responsible for the designation, design, construction and operation of any Montz-area drainage projects funded in whole or part by the Grant or as identified in the Drainage Study. By entering into this agreement and fulfilling their respective obligations hereunder, neither Entergy Louisiana nor Gulf South assume or undertake any liability for any drainage projects that may be undertaken by the Parish. The Parish hereby releases each of Entergy Louisiana and Gulf South, and agrees to defend, indemnify and hold harmless Entergy Louisiana and Gulf South from and against, any claims relating to or arising from Montz-area drainage projects undertaken by the Parish, irrespective of the theory of liability asserted against Entergy Louisiana or Gulf South.

5) Any notices required shall be directed to the party entitled to said notice at its address as set forth below:

**Gulf South Pipeline Company, LP**

c/o Michael E. McMahon, Sr. Vice President  
9 Greenway Plaza, Suite 2800  
Houston, TX 77046

**Entergy Louisiana, LLC**

c/o Phillip R May  
President and CEO  
4809 Jefferson Highway  
Jefferson, LA 70121

With a copy to:

Jonathan E. Long  
Entergy Services, Inc.  
639 Loyola Ave. (L-ENT-23D)  
New Orleans, LA 70113

**St. Charles Parish**  
c/o Parish President  
P. O. Box 302  
Hahnville, LA 70057

With a copy to:  
**Director of Legal Services**  
P. O. Box 302  
Hahnville, LA 70057; and

**Director of Public Works**  
P. O. Box 302  
Hahnville, LA 70057

6) Should any party to this Agreement have to file suit in order to enforce the provisions hereof, venue and jurisdiction is hereby established in the 29<sup>th</sup> Judicial District Court in and for the Parish of St. Charles, State of Louisiana.

7) This Agreement shall not be assigned in whole or in part without the consent of all parties hereto.

8) This Agreement is the complete agreement between Gulf South, Entergy and St. Charles Parish and shall not be amended or modified except by written amendment signed by all parties. Should one or more provisions of this Agreement be held to be invalid, the remaining provisions shall survive and be interpreted as if the invalid provision were not present.

9) This Agreement is intended only for the benefit of the parties hereto, and is not intended to inure to the benefit of or to be enforceable by any person or persons not parties hereto, including but not limited to any resident and or citizen of St. Charles Parish or person or persons owning, leasing or otherwise having rights in property located in St. Charles Parish. It is agreed that if any clause or provision of this Agreement is by the courts held to be unenforceable, illegal or void, the validity of the remaining portions and provisions shall not be affected, and the rights and obligations of the parties shall be enforced as if this Agreement did not contain such unenforceable, illegal or void clauses or provisions.

10) This Agreement may be executed in multiple originals.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the dates shown below.

**GULF SOUTH PIPELINE COMPANY, LP**

**ENTERGY LOUISIANA, LLC**

\_\_\_\_\_  
**BY: MICHAEL E. MCMAHON**  
**SR. VICE PRESIDENT**  
**AND GENERAL COUNCIL**

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
**BY: PHILIP R. MAY**  
**PRESIDENT AND CEO**

**DATE:** \_\_\_\_\_

**ST. CHARLES PARISH**

\_\_\_\_\_  
**BY: LARRY COCHRAN**  
**PARISH PRESIDENT**

**DATE:** \_\_\_\_\_