

2000-0339

INTRODUCED BY: Albert D. Laque
Parish President

ORDINANCE NO. 00-9-10

An ordinance to approve and authorize the execution of a Right of Way and Servitude Agreement by Sewerage District No. 1 to Sorrento Pipeline Company, LLC. on a portion of Goodhope Plantation Subdivision in Norco.

WHEREAS, Sewerage District No. 1 of the Parish of St. Charles is the owner of certain property in Norco, known as a portion of Goodhope Plantation Subdivision as recorded in Entry No. 51472 of the Conveyance Records of St. Charles Parish; and,

WHEREAS, Sorrento Pipeline Company, LLC. has requested that the District grant them a Right of Way and Servitude across a portion of said property, as more fully described in the Agreement and the accompanying survey by Morris P. Herbert, Inc. dated March 14, 2000; and,

WHEREAS, it is the desire of the St. Charles Parish Council, sitting as the Governing Authority of Sewerage District No. 1, approve said Agreement.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Right of Way and Servitude Agreement by and between St. Charles Parish Sewerage District No. 1 and Sorrento Pipeline Company, LLC is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute said Right of Way and Servitude Agreement on behalf of Sewerage District No. 1

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: RAMCHANDRAN, FAUCHEUX, HILIARE, ABADIE, AUTHEMENT, BLACK, MARINO, MINNICH

NAYS: NONE

ABSENT: FABRE

And the ordinance was declared adopted this 5th day of September, 2000, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]

Acting SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: 9-6-00

APPROVED: [checkmark] DISAPPROVED: _____

PARISH PRESIDENT: [Signature]

Acting RETD/SECRETARY: 9-6-00

AT: 11:41 AM RECD BY: AB

LANDS OF ST. CHARLES PARISH SEWERAGE DISTRICT NO. 1

RIGHT OF WAY AND SERVITUDE AGREEMENT

STATE OF LOUISIANA

PARISH OF ST. CHARLES

KNOW ALL MEN BY THESE PRESENTS:

BE IT KNOWN, THAT, ST. CHARLES PARISH SEWERAGE DISTRICT NO. 1, a political subdivision of the Parish of St. Charles, State of Louisiana, whose mailing address is Post Office Box 302, Hahnville, Louisiana 70057, represented herein by ALBERT D. LAQUE, its PARISH PRESIDENT, being authorized by St. Charles Parish Council Ordinance No. 00-9-10, a certified copy of which is attached hereto and made a part hereof, hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of ONE HUNDRED and NO/100 (\$100.00) Dollars cash in hand paid, and other good and valuable considerations, the receipt and adequacy of which are hereby acknowledged and full acquittance granted therefor, do hereby grant, convey and deliver unto SORRENTO PIPELINE COMPANY, L.L.C., a Texas Limited Liability Company, whose mailing address is Post Office Box 4324, Houston, Texas 77210-4324, physical address is 2727 North Loop West, Houston, Texas 77008, hereinafter referred to as "Grantee", a right of way and servitude to survey, lay, construct, maintain, environmentally remediate, use, inspect, operate, repair, and remove four (4) pipelines, not to exceed eight (8") inches in diameter, together with appurtenances thereto, for the transportation of oil, gas, other liquid or gaseous hydrocarbons, including any products thereof, water and any other materials, together with other rights as herein set forth on, over, across and through the following described land belonging to Grantor situated in St. Charles Parish, Louisiana, to-wit:

That certain tract or parcel of land containing 6.4 acres, more or less, situated in Section 21, Township 12 South, Range 8 East, (Sec. 21, T12S-R8E) St. Charles Parish, Louisiana, being a portion of Goodhope Plantation Subdivision at Norco, and being more particularly described in that certain Cash Sale recorded under Entry Number 51472 of the Conveyance Records for St. Charles Parish, Louisiana.

Except for the purposes and during the periods set forth below, the right of way herein granted shall have a permanent width of thirty (30') feet with the location of the centerline of said permanent right of way being shown and identified as "C/L Pipeline Survey" on the drawing labeled Exhibit "A" attached hereto and made a part hereof. During and for construction operations, but for no other purposes, Grantee shall have the right to use temporary work space as needed during the exercise of the rights granted herein as shown on said Exhibit "A". The side line boundaries of said thirty (30') foot wide permanent right of way and servitude are depicted on Exhibit "A" attached hereto and made a part hereof. In addition, adjacent to and across any and all levees, highways, roads, streets, railroads, canals, ditches, bayous, streams or other waterways and pipelines and where the bearing of the right of way changes, Grantor shall have the right to use additional temporary work space as shown on Exhibit "A" for the construction and laying of the pipeline and appurtenant facilities.

Any pipelines to be constructed under this grant shall be [buried across tillable lands to such a depth as shall not interfere with normal tilling methods employed at the time of such construction] located at a depth of at least thirty-six (36") inches below the surface of the ground and at least sixty (60") inches below the bottom of all ditches and canals. However, Grantee shall have the right to install vents and markers above ground at canal, ditch, highway, road, railroad and fence crossings and at property lines.

This grant of right of way and servitude shall and does include the right of access to said pipelines and appurtenant facilities, specifically the right of ingress and egress on, over, across and through the property which is the subject of the servitude as shown on Exhibit "A" attached hereto and made a part hereof, for any and all purposes necessary and incident to the exercise by Grantee of the rights granted hereunder.

Grantor shall have the right to use and enjoy the above described land, except as same may be necessary for the purposes herein granted to the said Grantee. Grantor agrees not to build, create or construct any building, engineering works, or other improvements or structures on, or over, said pipelines and servitude, nor change knowingly and intentionally, the grade or elevation thereof nor permit the same to be done by other persons, without the prior written consent of Grantee, which consent shall not be unreasonably withheld. Without limiting the generality of the above, Grantor particularly reserves the right to cross said right of way with a roadway (at angles not less than 30 degrees), and to cross the right of way with water lines, gas lines and other utilities as may be necessary, said lines or utilities to be adjacent to such road or, if not, to have a below grade separation of eighteen (18) inches from Grantee's pipelines. Grantee shall have the right to approve any crossings of its pipelines by improvements of Grantor, provided that the same shall not unreasonably interfere with the actual use of said servitude or right of way by Grantee for the purposes for which the same is granted.

Grantee shall have the right at any time and from time to time to trim, cut, clear, clean, destroy and remove any and all trees, timber, bushes and undergrowth from the right of way and servitude herein granted and to clear, clean, destroy and remove any and all other obstructions from the right of way and servitude herein granted and Grantee shall be liable and responsible for any damages caused thereby.

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 arising out of or in connection with the operations of Grantee hereunder. Additionally, Grantee agrees to provide to Grantor proof of insurance.

Grantee takes cognizance of the fact that there are other preexisting pipelines and or servitudes in or near the property which is subject to this servitude agreement and binds itself to obtain all necessary permits, approvals, encroachment agreements, etc as needed, prior to commencing any work or use contemplated by this agreement.

The consideration recited above includes full and complete payment for any and all damages which the Grantor may have sustained or may sustain as a result of any and all operations involved in or related to the construction of the above described pipelines and appurtenances and Grantor does hereby release and relieve Grantee from any and all responsibility or liability therefore.

Upon termination of this right of way and servitude for any cause, Grantee shall have the right within one (1) year from the date of such termination to remove from the above described land said pipelines and all the improvements, facilities, materials and equipment placed by it thereon and thereunder, but Grantee at its election and option may leave said pipelines, improvements, facilities, materials and equipment in place. If the pipelines are not removed Grantee shall take all practical steps to leave the pipelines in a safe (including environmentally safe) condition, in accord with high industry standards for abandoning pipelines. However, Grantee upon the request of St. Charles Parish, shall remove said pipelines at Grantees expense.

The terms and provisions of the Agreement shall constitute covenants running with the land and shall inure to the benefit of Grantor and Grantee, their successors, assigns, personal representatives and heirs.

Grantee, its successors and assigns, are expressly given the right to assign this right of way and servitude or any part hereof, or interest therein, and the same shall be divisible among two or more owners as to any right or rights created hereunder.

IN TESTIMONY WHEREOF, this instrument is executed by the parties hereto as of the 7th day of September, 2000, said parties signing in the presence of the witnesses whose names appear opposite their respective signatures.

WITNESSES:

Candice A. Lammers
Nicole Breau

ST. CHARLES PARISH SEWERAGE DISTRICT NO. 1

By: Albert D. Laque
ALBERT D. LAQUE, PARISH PRESIDENT

WITNESSES:

Alpha G. Pelt
John M. Lair

SORRENTO PIPELINE COMPANY, L.L.C.

By: Paul D. Lair
PAUL D. LAIR, Agent and Attorney-in-Fact
Tax I.D. # 76-0573388

STATE OF LOUISIANA

PARISH OF ST. CHARLES

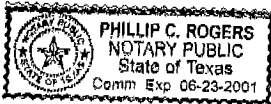
On this 7th day of Sept, 2000, before me personally appeared ALBERT D. LAQUE, personally known, who, being by me duly sworn, did say that he is the PARISH PRESIDENT of ST. CHARLES PARISH, and that said instrument(s) was signed on behalf of said ST. CHARLES PARISH SEWERAGE DISTRICT NO. 1, and said ALBERT D. LAQUE acknowledged said instrument(s) to be the free act and deed of said ST. CHARLES PARISH SEWERAGE DISTRICT NO. 1.

Brenda M. Lbe
Notary Public in and for
Said Parish and State

STATE OF TEXAS

COUNTY OF Harris

On this 20th day of November, 2000, before me personally appeared PAUL D. LAIR, personally known, who, being by me duly sworn, did say that he is the Agent and Attorney-in-Fact of SORRENTO PIPELINE COMPANY, L.L.C., and that said instrument(s) was signed on behalf of said Limited Liability Company, and said PAUL D. LAIR acknowledged said instrument(s) to be the free act and deed of said Limited Liability Company.



Phillip C. Rogers
Notary Public in and for
Said County and State

549879
FILE FOR RECORD
CLERK OF COURT
ST. CHARLES PARISH, LA
2000 DEC 27 AM 11:45
RECORDED IN _____
BOOK _____ FOR 10 _____

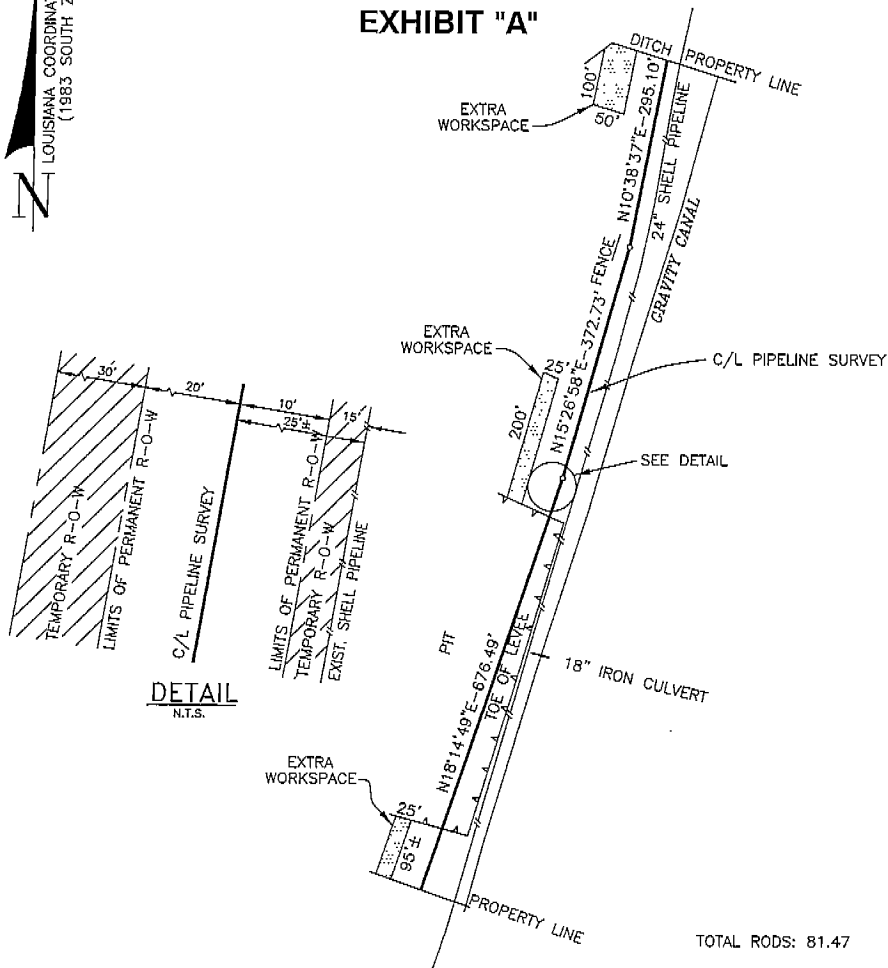
Brenda M. Lbe

LOUISIANA COORDINATE SYSTEM
(1983 SOUTH ZONE)

ST. CHARLES PARISH, LOUISIANA
SECTION 21, T12S-R8E

GRAVITY DRAINAGE DISTRICT NO. 2

EXHIBIT "A"



SHELL OIL COMPANY, ET AL

GRAPHIC SCALE

APPROVED:

David E. Cloud Sr.

DAVID E. CLOUD SR., LA. REG. NO. 4561

THIS DOCUMENT VALID ONLY WHEN EITHER AN ORIGINAL CERTIFICATION STAMP OR AN EMBOSSED SEAL IS IMPRESSED OVER AN ORIGINAL SIGNATURE.

NOTE: THIS PLAN WAS PREPARED FOR RIGHT-OF-WAY PURPOSES ONLY. IT IS NOT A PROPERTY BOUNDARY SURVEY AND AS SUCH DOES NOT COMPLY WITH THE "MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS" AS ADOPTED BY THE LOUISIANA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

1	11/08/00
NO.	DATE

REVISED R-O-W DETAIL & DRAWING NO. _____
REVISION _____

SORRENTO PIPELINE COMPANY, LLC

PROPOSED PIPELINE
RIGHT-OF-WAY ACROSS PROPERTY OWNED BY
ST. CHARLES PARISH SEWERAGE DISTRICT NO. 1
SECTION 21, T12S-R8E
ST. CHARLES PARISH, LOUISIANA



Morris P. Hebert, Inc.
PROFESSIONAL LAND & HYDROGRAPHIC SURVEYORS
P.O. BOX 3106 • HOUMA, LOUISIANA 70361-3106 • (504) 879-2731

DRAWN BY: GWN	PROJECT NO: AFE 958
CHECKED BY: JMH	SCALE: SHOWN
APPROVED BY: DEC	DATE: 3-14-00
DRAWING NO: 146-951-0167	