

Oro.

2016-0251

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 16-7-6

An ordinance to approve and authorize the Parish President to acquire a perpetual servitude over, through, along, and across property identified as Parcel 2-1 in Hahnville, LA, which property is more particularly described in the Grant of Servitude attached hereto and made a part hereof, said property is to be used for the installation of a 14" sewerage pipeline in connection with Parish Project Killona Force Main Extension (S030101).

WHEREAS, the sewer line extending from the Killona area along LA Highway 3127 towards LA Highway 3160 to the St. Charles Parish Wastewater Treatment Plant in Hahnville, St. Charles Parish, Louisiana has a history of problems competing with the sewer line extending along LA Highway 3127 coming from the other direction of I-310; and,

WHEREAS, a force main was designed to carry sewage conveyed by the line coming from the Killona area directly to the Hahnville Wastewater Treatment Plant to eliminate this competition; and,

WHEREAS, the proposed force main requires the acquisition of a perpetual servitude ten feet (10') in width over, through, along, and across Parcel 2-1 in Section 10, Township 13 South - Range 20 East, Hahnville, St. Charles Parish, Louisiana, described in the Grant of Servitude attached hereto, from Bridgeline Holdings, L.P. and/or all other owners of record, as their interests may appear; and,

WHEREAS, the force main project and the acquisition of the hereinafter described servitude is in furtherance of the public's best interest and purpose, and is in satisfaction of a public need.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Parish President is hereby authorized to purchase at a price not to exceed its appraised value of \$100.00 the property more particularly described in the Grant of Servitude attached hereto and made a part hereof, from Bridgeline Holdings, L.P. and/or all other owners of record, as their interests may appear, said property is to be used by St. Charles Parish for installation, operation, maintenance, inspection, repair, change, replacement and/or removal of said sewerage improvements

SECTION II. That the Parish President is hereby authorized to execute any and all documents necessary to complete said purchase.

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF,
BELLOCK, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted the 5th day of July, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Wendy Benedetto
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED: _____
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: [Signature]
AT: [Signature] RECD BY: [Signature]

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON September 12, 2016
AS ENTRY NO. 417937
IN MORTGAGE/CONVEYANCE BOOK
NO. 837 FOLIO 544

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ST. CHARLES

GRANT OF SERVITUDE
BY AND BETWEEN
BRIDGELINE HOLDINGS, L.P.
AND
ST. CHARLES PARISH

BE IT KNOWN, that on this 18th day of July, in the year two thousand and sixteen (2016).

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified and in the presence of the two competent witnesses hereinafter undersigned; PERSONALLY CAME AND APPEARED:

BRIDGELINE HOLDINGS, L.P., a Delaware limited partnership with its principal office at 2501 Cedar Springs, Suite 100, Dallas, Texas 75201, appearing herein by and through Ron W. Kerr, Attorney-in-Fact for EnLink Energy GP, LLC, the General Partner of Bridgeline Holdings, L.P.;

hereinafter designated as "GRANTOR", for and in consideration of the sum of \$100.00, does hereby grant a servitude unto:

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; and pursuant to Ordinance No. 16-7-6, adopted by St. Charles Parish Council on July 5, 2016 a copy of which is attached hereto and made a part hereof;

hereinafter designated as "GRANTEE", here present, accepting and acknowledging the grant of servitude for its successors and assigns solely for the purposes of installation, operation, maintenance, inspection, repair, change, replacement and/or removal of one (1) 14-inch sewerage pipeline on the following described property situated in St. Charles Parish, to-wit:

KILLONA FORCE MAIN EXTENSION

Parcel 2-1

A right of way and easement ten feet (10') in width extending over, through, along and across a portion Bridgeline Holdings, LLC tract of land being part of Section 10, Township 13 South, Range 20 East, bounded now or formerly as follows: above by property owned by Sidney G. Hymel or assigns and below by Elphage Nicholas or assigns; all being in the Southeastern District of Louisiana, West of the Mississippi River, about 31 miles above New Orleans, Louisiana.

Said ten foot (10') right of way and easement, being more particularly described as five feet (5') on either side of the centerline of the pipe and more fully shown on map prepared by Stephen P. Flynn, P.L.S. entitled "Proposed Sewer Force Main Parcel 2-1 Located in Section 10, T-13-S, R-20-E, Hahnville, St. Charles, Louisiana" dated July 27, 2015, and revised on August 12, 2015 and December 10, 2015, attached as Exhibit "A".

This servitude is being granted solely for the purpose of constructing and maintaining sewerage improvements and GRANTOR grants unto GRANTEE right of ingress and egress to and from said servitude for the purpose of installation, operation, maintenance, inspection, repair, change, replacement and/or removal of said sewerage improvements and the right and obligation from time to time to cut and

remove all trees, undergrowth and other obstructions that may injure said pipeline and appurtenances or interfere with the installation, operation, maintenance, inspection, repair, change, replacement and/or removal thereof. Notwithstanding anything to the contrary contained in this grant of servitude, GRANTEE agrees that ingress and egress on GRANTOR's property shall be limited to within and along said servitude and roads now or hereafter existing on the GRANTOR's property. No other access shall be permitted except by further written agreement between GRANTOR and GRANTEE.

GRANTEE shall cause no above-ground appurtenances to be constructed on the servitude, with the exception of mandatory safety and operation appurtenances and appurtenances otherwise deemed necessary for the safe operation of the pipeline, including, without limitation, pipeline markers.

GRANTOR retains the right to fully use and enjoy the above described property, except as to the rights here and above granted. Specifically, but without limiting the foregoing, GRANTOR may install, operate and maintain, or grant or convey to any other person or entity the right to install, operate and maintain, one or more pipelines over, across, and/or through property encumbered by GRANTEE's servitude, provided that GRANTEE's rights hereunder are not materially impaired.

GRANTEE shall conduct its activities in such a manner as to minimize interference with GRANTOR'S use and enjoyment of the above-described property.

To the fullest extent permitted by law, GRANTEE agrees to fully defend, protect, indemnify, and hold GRANTOR and its employees, representatives, agents, officers, affiliates, parent company, and contractors (collectively "Grantor Group"), free and harmless from and against any and all claims, demands, liabilities, loss cost and expenses of any kind or nature (including but not limited to reasonable attorney's fees and expenses incurred in defense of Grantor Group) for or in connection with (1) damage (specifically including but not limited to third party claims for consequential, special, incidental, or indirect damages), property damage, personal injury, or death, brought by any person or entity, or (2) non-compliance with any local, state or federal rule, regulation, law or judicial order, and any requirement to clean up or otherwise remedy or remediate a condition (including without limitation any environmental or wetland loss, disturbance or impact), in each case arising out of or attributable to the exercise of the rights granted hereunder by the Parish, its agents or employees, including, without limitation, the installation, operation, maintenance, inspection, repair, change, replacement and/or removal of said sewerage improvements. The provisions of this paragraph shall apply even if any such liabilities or damages are caused by the joint or contributory negligence of Grantor Group, but shall not apply if such damages are caused by the sole negligence, gross negligence or willful misconduct of Grantor Group.

GRANTEE accepts the servitude in its present and future condition, as is, at its sole peril and risk, without any representations, liability, or obligation of any kind whatsoever on the part of GRANTOR, and without any warranties, express or implied, of any kind whatsoever, subject to any and all existing contracts, conveyances, liens, surface leases, and rights-of-way affecting the above-described property.

GRANTEE will level and re-grade the ground disturbed by GRANTEE'S use of the servitude and will construct and maintain soil conservation devices on the servitude immediately after the initial disturbance of the soil and maintain throughout construction as may be reasonably required to prevent damage to the property of GRANTOR from soil erosion resulting from construction of the pipeline. Upon completion of construction and installation of the pipeline, GRANTEE shall restore the surface of the servitude and shall reseed and revegetate the servitude and return the servitude to GRANTOR in the same condition as existed on the effective date hereof, usual wear and tear excepted. In addition, to the extent that GRANTEE's operations hereunder damage the remainder of GRANTOR's property (including, without limitation, property adjacent to the servitude or any roads, fences, buildings or other improvements), GRANTEE shall restore such property to the same condition as existed on the effective date hereof, usual wear and tear excepted.

The easement here granted shall cease and terminate and be of no further force and effect unless operations for construction of the pipeline hereunder are commenced within twenty-four (24) months from the date hereof; and likewise such easement shall cease and terminate and be of no further force and effect if after completion of the pipeline the same are abandoned for a period of twelve (12) consecutive months.

Following the receipt by GRANTEE of GRANTOR'S written notice of an asserted abandonment and a determination of abandonment, or upon termination of this agreement for any other reason, GRANTEE shall have a period of six (6) months from the date of GRANTOR'S notice to remove its pipeline and related equipment and restore the property to the same condition, as nearly as possible, in which it was before GRANTEE began the construction of said pipeline and facilities and to pay GRANTOR for all damages, if any, caused to GRANTOR in such removal and restoration work.

The rights granted to GRANTEE may not be assigned, in whole or in part, without the express written consent of GRANTOR, which consent will not be unreasonably withheld, conditioned or delayed.

To have and to hold said servitude, right and rights-of-way unto the said GRANTEE, its successors and assigns until said servitude be exercised, and so long thereafter as the same shall be useful for the above named purposes.

[Signatures appear on next page]

IN TESTIMONY WHEREOF, the party hereto has signed, executed, and acknowledged this instrument as his/her free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses, as of the 25th day of June, 2016, after a due reading of the whole.

WITNESSES:



HOLLIE HALL

Print Name



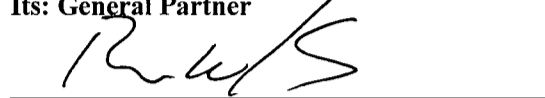
Donna Helton

Print Name

GRANTOR: BRIDGELINE HOLDINGS, L.P.

By: EnLink Energy GP, LLC

Its: General Partner

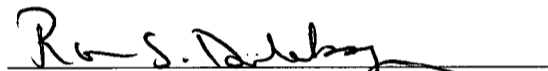


Name: Ron W. Kerr

Title: Attorney-in-Fact

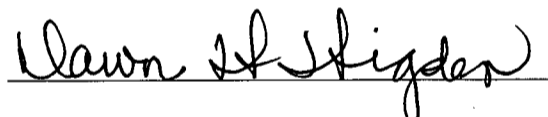
IN TESTIMONY WHEREOF, the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses, as of the 18th day of July, 2016, after a due reading of the whole.

WITNESSES:



ROBIN S. DELAHOUSAYE

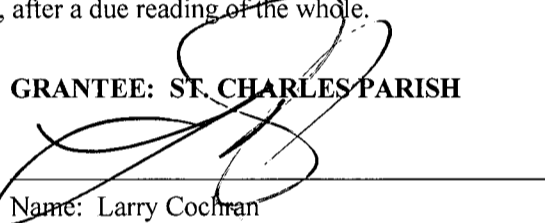
Print Name



DAWN H. HIGDON

Print Name

GRANTEE: ST. CHARLES PARISH



Name: Larry Cochran

Title: Parish President

ACKNOWLEDGEMENTS

STATE OF Texas
PARISH/COUNTY OF Dallas

BEFORE ME, the undersigned authority, duly qualified in and for the aforesaid Parish/County and State, personally came and appeared Ron W. Kerr, a person of the full age of majority and personally known to me, Notary, who by me having been duly sworn, declared and acknowledged that Ron W. Kerr, Attorney-in-Fact of EnLink Energy GP, LLC, the General Partner of Bridgeline Holdings, L.P., signed the above and foregoing instrument on behalf of said company on the date thereof for the objects and purposes therein expressed, that the appearer is fully authorized to execute said instrument for and on behalf of said company, and acknowledged said instrument to be the voluntary act and deed of the company.

IN FAITH WHEREOF, Appearer executed this acknowledgment in the aforesaid Parish/County of Dallas, State of Texas, on this 21 day of June, 2016, before me, the undersigned Notary Public, duly commissioned and qualified.

Stephanie Buckner
NOTARY PUBLIC

Printed Name: Stephanie Buckner
Notary Identification or Bar Roll No.: 13001551-6
My Commission expires: 11-05-18



STATE OF LOUISIANA
PARISH OF ST. CHARLES

BEFORE ME, the undersigned authority, duly qualified in and for the aforesaid Parish and State, personally came and appeared Larry Cochran, a person of the full age of majority and personally known to me, Notary, who by me having been duly sworn, declared and acknowledged that Larry Cochran, signed the above and foregoing instrument on behalf of St. Charles Parish on the date thereof for the objects and purposes therein expressed, and acknowledged the same as their voluntary act and deed.

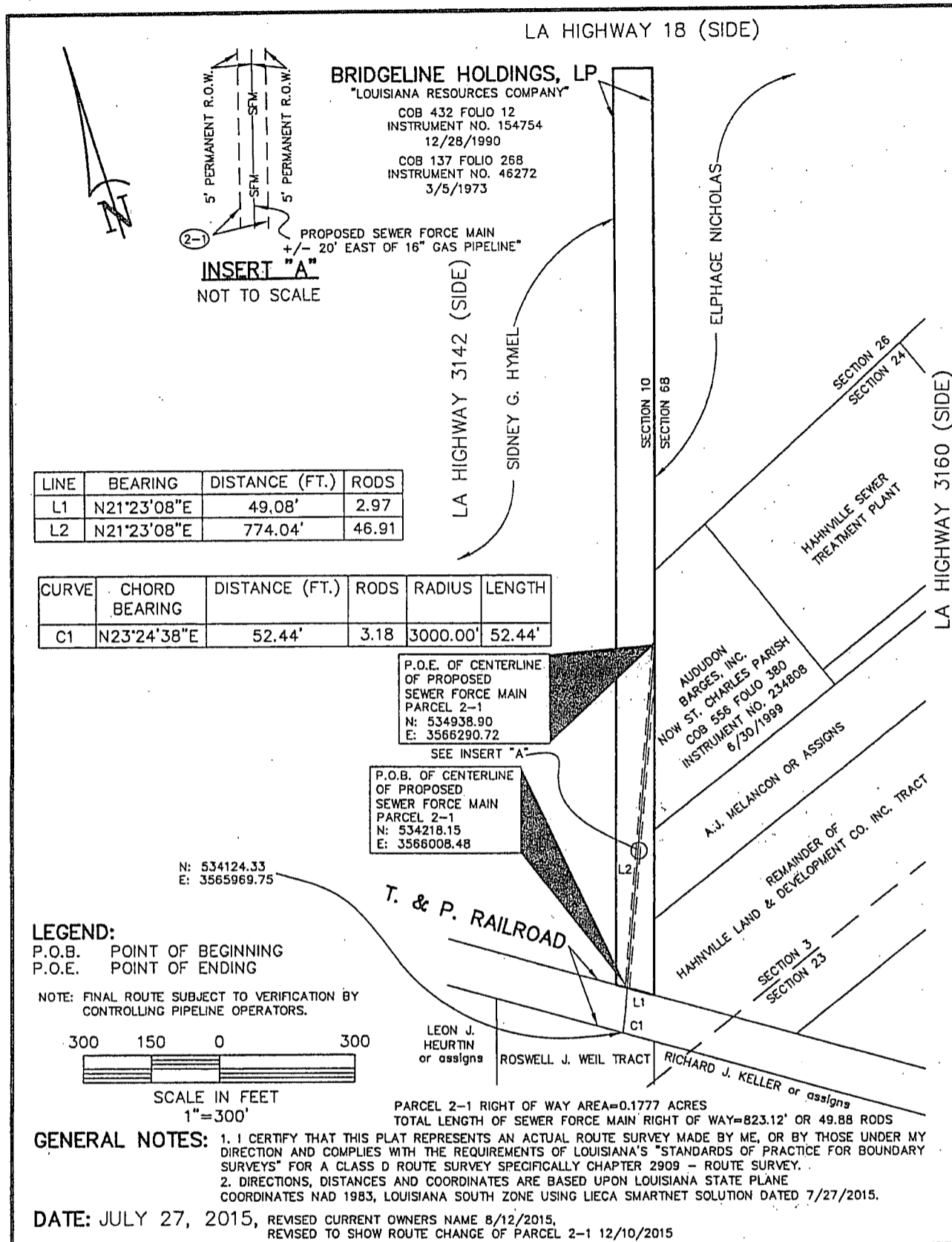
IN FAITH WHEREOF, Appearer executed this acknowledgment in the aforesaid Parish of St. Charles, State of Louisiana, on this 18th day of July, 2016, before me, the undersigned Notary Public, duly commissioned and qualified.

Robert L. Raymond

NOTARY PUBLIC

Printed Name: Robert L. Raymond
Notary Identification or Bar Roll No.: 15331
My Commission expires: at death

EXHIBIT "A"



ST. CHARLES PARISH

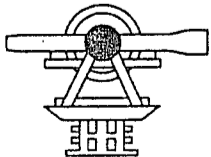
PROPOSED SEWER FORCE MAIN PARCEL 2-1
 LOCATED IN SECTION 10, T-13-S, R-20-E,
 HAHNVILLE, ST. CHARLES, LOUISIANA

Stephen P. Flynn
 STEPHEN P. FLYNN
 P.L.S. LA. ST. REG. NO. 4668

DRAWN BY: KPB

DRAWING NO. L1553_W02325-PARCEL 2-1

RIVERLANDS SURVEYING COMPANY



505 HEMLOCK STREET
 LAPLACE, LA. 70068
 1-800-248-6982
 985-652-6356

