

Ord.

2014-0260

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF LEGAL SERVICES)**

ORDINANCE NO. 14-9-11

An ordinance to approve and authorize the execution of Servitude Agreements to NuStar Pipeline Operating Partnership L.P.

WHEREAS, the Parish of St. Charles is the owner of a certain property as recorded in Entry Nos. 329796 and 148197; and,

WHEREAS, NuStar Pipeline Operating Partnership L.P. has requested that the Parish grant them a Right of Way and Servitude across a portion of said property as more fully described in the Grants of Servitude and the accompanying exhibits; and,

WHEREAS, it is the desire of the St. Charles Parish Council to approve said Grants of Servitude.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Grants of Servitude by and between St. Charles Parish and NuStar Pipeline Operating Partnership L.P. are hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Grants of Servitude on behalf of St. Charles Parish.

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

YEAS: SCHEXNAYDRE, LEWIS, WILSON, BENEDETTO, HOGAN, COCHRAN,
FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: WOODRUFF

And the ordinance was declared adopted this 15th day of September, 2014, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: 9-17-14
APPROVED: [Signature] DISAPPROVED: _____
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: 9-22-14
AT: 9:30am RECD BY: [Signature]

Rex Drive & Davis Drive
RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON September 23, 2014
AS ENTRY NO. 400481
IN MORTGAGE/CONVEYANCE BOOK
NO. 807 FOLIO 228

Hidden Oaks Subdivision
RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON September 23, 2014
AS ENTRY NO. 400480
IN MORTGAGE/CONVEYANCE BOOK
NO. 807 FOLIO 217

GRANT OF SERVITUDE

STATE OF LOUISIANA

PARISH OF ST CHARLES

KNOW ALL BY THESE PRESENTS: that the undersigned St. Charles Parish, Louisiana whose address for purposes of this grant is (P.O. Box 302, Hahnville, LA, 70057), (hereinafter called "Grantor", whether one or more), for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable consideration paid by NuStar Pipeline Operating Partnership L.P., a Delaware limited partnership, whose address is 19003 IH 10 West, San Antonio, Texas 78257, with a mailing address of P.O. Box 781609, San Antonio, Texas 78278 (hereinafter called "Grantee"), the receipt and sufficiency of which are hereby acknowledged, does hereby give, grant, bargain, sell and convey unto Grantee, its successors and assigns, a permanent servitude, right-of-way and easement ("Right-of-Way") and the existing Grantee pipeline for the purpose of constructing, laying, maintaining, operating, inspecting, altering, repairing, replacing, removing, reconstructing, relocating, changing the size of, abandoning and removing said existing pipeline, from time to time, and any and all necessary or useful appurtenances thereto, including but not limited to fittings, tie-overs, valves, tap valves, cathodic protection devices, rectifiers, pig launchers and receivers, fences, meters, pipeline markers, pipeline data acquisition and telecommunication equipment, electric service, and other appurtenant facilities whether above or below ground (collectively, the "Pipeline Facilities"), all of which shall be and remain the property of Grantee, for the transportation of oil, petroleum, gas, hydrocarbons, anhydrous ammonia, natural gas and all by-products thereof or any liquids, gases or any of their related products, including, but not limited to water or other liquid or mineral substances, in, under, upon, over and through lands which Grantor owns or in which Grantor has an interest, situated in the Parish of St Charles, State of Louisiana, more particularly described as follows:

Commencing at a point which is located at the southeast corner of the intersection of Rex Drive and Davis Drive, said point being the Point of Beginning: thence N 72 Degrees 48' 05"E, Actual, (N 72 Degrees 42' 00"E, Title), a distance of 465.25', Actual, (463.64' Title), to a point; thence S 15 Degrees 34' 50"W, Actual, (S 15 Degrees 33' 0"W, Title), a distance of 624.05', Actual, (625.73" Title), to a point; thence S 72 Degrees 42' 19"W, Actual and Title, a distance of 400.35' actual, (398.00' Title), to a point; thence N 17 Degrees, 17' 41"W, Actual, (N 17 Degrees 18' 00"W, Title) a distance of 101.20' Actual, (101.65', Title), to a point; thence N 15 Degrees 34' 50"E, Actual, (N 15 Degrees 33' 00"E, Title), a distance of 504.48', Actual, (504.73', Title), to a point, said point being the Point of Beginning. Said Tract is located in Section 25, T-13S, R-21E of St. Charles Parish, Louisiana.

The area of this tract being give is 5.532 Acres.

Being the land described in a Consent Judgment of Expropriation, to the herein Grantor, dated November 19, 1992, and recorded at Registry No. 170029, in Deed Book 459, page 292, of the Conveyance Records of the Parish of St Charles, Louisiana ("Grantor's Land").

The lands included in and covered by this Grant of Servitude shall include, in addition to the above described lands, all land, if any, contiguous or adjacent to or adjoining the above described land that is owned by Grantor by whatever means, including but not limited to prescription, possession, reversion, or unrecorded instrument upon which the Pipeline Facilities, the Right-of-Way, and/or any Temporary Workspace are located.

The Right-of-Way herein granted shall be a total width of thirty feet (30'), extending fifteen feet (15') on either side of the centerline of the existing pipeline, and as generally depicted on Exhibit "A" attached hereto and made a part hereof.

Grantor also grants to Grantee, its successors and assigns, a temporary servitude for the use as temporary work space ("Temporary Workspace") adjacent to both sides of the Right-of-Way to facilitate the construction, installation, inspection, maintenance, alteration, repair, protection, replacement (including changing the size of and substitution), and removal of the Pipeline Facilities which is generally shown on Exhibit "A" and described as "Temporary Workspace". The Temporary Workspace will expire and revert back to Grantor twenty-four (24) months after the Pipeline Facilities are again placed in service.

Grantor reserves for itself, its successors and assigns, the right to use and enjoy the Right-of-Way for such purposes as do not unreasonably interfere with the rights granted herein, provided, however, such rights shall not include the right to construct, maintain or permit to be constructed or maintained any house, structure, pond, reservoir, or obstruction on, over, or under the Right-of-Way. Grantor shall not substantially change the grade over the Right-of-Way.

Grantor and Grantee agree that the above mentioned consideration includes payment for all damages for the construction of the Pipeline Facilities, including any severance damages to Grantor's Land. Grantee shall have the right, but not the obligation, to clear, and keep cleared, all trees, brush, undergrowth and other obstructions from the Right-of-Way without additional compensation to Grantor. Grantee shall not pay or be liable for any other or additional compensation or damages related to the initial construction or removal of trees, brush, undergrowth and other obstructions from the Right-of-Way. Grantee agrees to reimburse Grantor, or its designated agent or tenant as their respective interests may appear, for actual damages to growing crops, grasses, shrubbery, or fences on the Right-of-Way caused by Grantee's exercise of its rights hereunder, in connection with the subsequent construction, operation, inspection, maintenance, alteration, repair, protection, modification (including changing the size of and substitution) of the Pipeline Facilities.

The servitude granted herein shall extend to and include the free and full right of ingress and egress over and across said Grantor's Land and other adjacent lands owned or leased by Grantor to and from said Right-of-Way for Grantee's exercise at any time, and from time to time, of the rights granted herein. To the extent Grantee determines it practicable, such ingress and egress

should be over such roads or ways as may exist at the time of each particular exercise of Grantor's rights hereunder.

To the maximum extent permitted by Law, Grantee will indemnify and hold harmless Grantor from and against any and all Liabilities to the extent and only to the extent such liabilities are caused by the exercise of Grantee's rights under this agreement in connection with: (i) bodily injury (including death) of any person and (ii) damage to the Grantor's real property or any personal property owned by Grantor. Grantee intends the foregoing indemnity and hold harmless obligations to apply to the extent that such Liabilities are caused by the negligence or willful misconduct of Grantee. As used in this paragraph "Law" means all applicable federal, state and local codes, constitutions, decrees, directives, laws, licenses, ordinances, injunctions, orders, permits, regulations, requirements, rules and statutes; and "Liabilities" means all actions, claims, causes of action, costs, demands, damages, expenses, fines, lawsuits, liabilities, losses, obligations and penalties, including court costs, defense costs, settlement costs and reasonable attorneys' fees. Grantee's indemnity and hold harmless obligations to Grantor under this paragraph shall not include any special, indirect, consequential or punitive losses or damages resulting from the exercise of Grantee's rights under this agreement, including, without limitations, loss or use, loss of profit or business interruptions, however same may be caused and regardless of the sole or concurrent negligence of any party.

This Grant of Servitude shall include, and Grantee shall have, all other rights and benefits necessary or convenient for the full enjoyment of the use of the rights herein granted, including but not limited to: the rights to limit access to the Right-of-Way; to remove, clear and to keep clear, at any time in Grantee's sole and absolute discretion and with no additional compensation to Grantor, all buildings, walls or similar structures, above or below ground swimming pools, decks, pipelines and conduits, septic systems, leach fields, wells, rocks, trees, brush, limbs and any other structures or obstructions in or on the Right-of-Way which might interfere with the use of the Right-of-Way or the free and full right of ingress and egress; and to do any other lawful activities which are incidental to or helpful for the intended uses of the Right-of-Way set forth above.

Grantor shall not change the grade of, excavate, fill or flood the Right-of-Way, or interfere with the vegetative maintenance activities to the extent deemed necessary by Grantee.

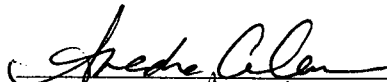
The rights, title and privileges herein granted may, in whole or in part, be sold, leased, assigned, pledged, and mortgaged, and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

The failure of Grantee to exercise any rights herein conveyed in any single instance shall not be considered a waiver of such rights and shall not bar Grantee from exercising any such rights in the future, or if necessary, seeking an appropriate remedy in conjunction with such rights. The parties irrevocably agree to waive their right to a trial by jury.

Grantor understands and agrees that any person securing this grant is without authority from Grantee to make any agreement with respect to the subject matter not herein expressed and this Grant of Servitude represents the entire agreement between the parties.

IN WITNESS WHEREOF, the GRANTOR herein has duly executed this Grant of Servitude on the date of the acknowledgment below. If this Grant of Servitude is executed by more than one Grantor, each Grantor shall be deemed to have executed this Grant of Servitude on the date of his, her or its respective acknowledgment below.

WITNESSES:


Print Name: Anedra Coleman


Print Name: Tiffany Coleman

GRANTOR:

ST. CHARLES PARISH, LOUISIANA

By: 

Print Name: West Pierce
Title: Parish President

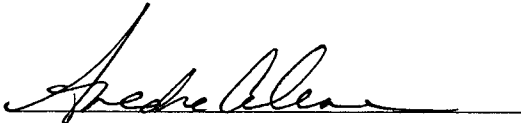
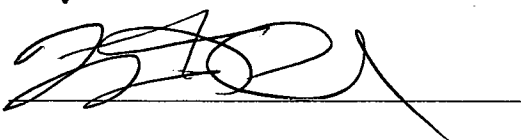
ACKNOWLEDGEMENT

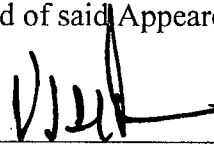
STATE OF LOUISIANA

PARISH OF ST. CHARLES

BE IT KNOWN that on this 23rd day of September, 2014, before me, the undersigned authority, duly qualified and sworn within and for said Parish and State aforesaid, personally came and appeared V.J. St. Pierre, Jr., the President of ST. Charles Parish, Louisiana, to me personally known to be the identical person whose name is ascribed to the foregoing instrument, and who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he has the authority to execute and has executed the foregoing instrument on behalf of ST. Charles Parish, Louisiana, for the uses, purposes, and benefits expressed as the free act and deed of said Appearer.

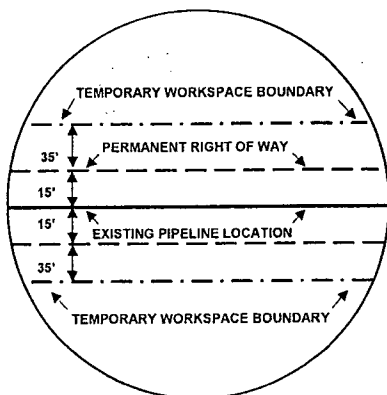
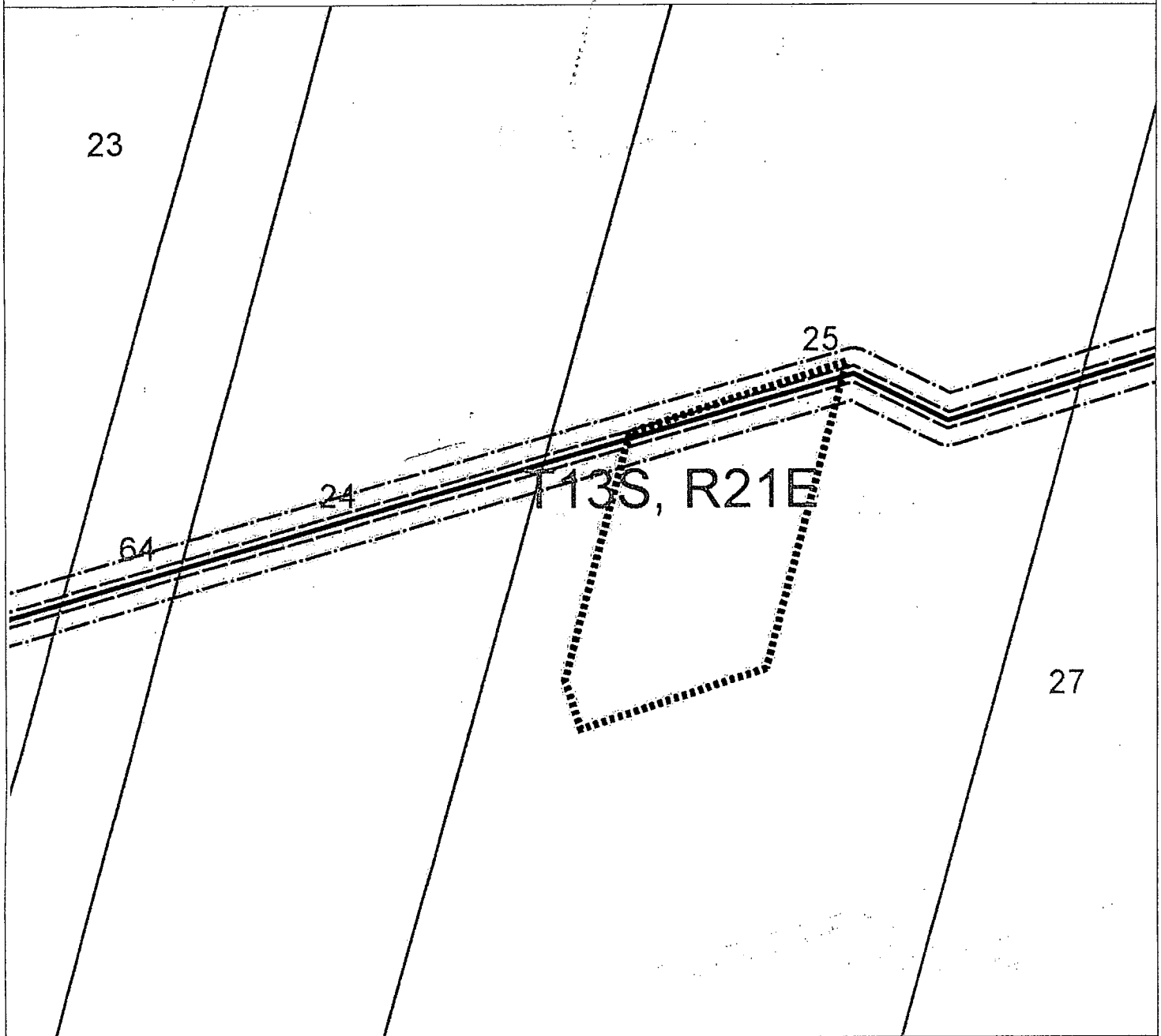
WITNESSES:


By: V.J. St. Pierre, Jr.


(Notary Public)
My commission expires: at death
Notary Number: 58821

EXHIBIT "A"



DRAWING LEGEND
NOT TO SCALE



Property of St Charles Parish
Located in T13S, R21E, Section 25
St. Charles Parish, Louisiana

— EXISTING PIPELINE LOCATION
- - - WORKSPACE BOUNDARY
- - - PERMANENT RIGHT OF WAY

⋯⋯⋯ AFFECTED TRACT BOUNDARY

Date: May 15, 2014

Pipeline Length (Rods): 27.12

Scale: 1" = 300'

Tract Number: LA-SC-0012.20

Drawn By: JMA

Checked By:

Doyle
LandServices, Inc.

Note: Actual location of easement is determined by the pipeline as installed. Property boundaries shown are based on Parish assessor's maps and pipeline centerline location is based on GPS data.

GRANT OF SERVITUDE

STATE OF LOUISIANA

PARISH OF ST CHARLES

KNOW ALL BY THESE PRESENTS: that the undersigned St. Charles Parish, Louisiana whose address for purposes of this grant is (P.O. Box 302, Hahnville, LA, 70057), (hereinafter called "Grantor", whether one or more), for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable consideration paid by NuStar Pipeline Operating Partnership L.P., a Delaware limited partnership, whose address is 19003 IH 10 West, San Antonio, Texas 78257, with a mailing address of P.O. Box 781609, San Antonio, Texas 78278 (hereinafter called "Grantee"), the receipt and sufficiency of which are hereby acknowledged, does hereby give, grant, bargain, sell and convey unto Grantee, its successors and assigns, a permanent servitude, right-of-way and easement ("Right-of-Way") and the existing Grantee pipeline for the purpose of constructing, laying, maintaining, operating, inspecting, altering, repairing, replacing, removing, reconstructing, relocating, changing the size of, abandoning and removing said existing pipeline, from time to time, and any and all necessary or useful appurtenances thereto, including but not limited to fittings, tie-overs, valves, tap valves, cathodic protection devices, rectifiers, pig launchers and receivers, fences, meters, pipeline markers, pipeline data acquisition and telecommunication equipment, electric service, and other appurtenant facilities whether above or below ground (collectively, the "Pipeline Facilities"), all of which shall be and remain the property of Grantee, for the transportation of oil, petroleum, gas, hydrocarbons, anhydrous ammonia, natural gas and all by-products thereof or any liquids, gases or any of their related products, including, but not limited to water or other liquid or mineral substances, in, under, upon, over and through lands which Grantor owns or in which Grantor has an interest, situated in the Parish of St Charles, State of Louisiana, more particularly described as follows:

Tract 1:

Legal Description of Parcel "B" being located with Hidden Oaks Subdivision, Phase II-A in Sections 10, 11, 53 & 54, T-13-S, R-21-E, Near Luling in St. Charles Parish, Louisiana more particularly described as follows: Commencing at the southeast corner of Lot 9, Hidden Oaks Subdivision, Phase I at the found 1/2" iron pipe; thence S 60 Degrees 57' 10" E, 50.00' (feet) to the point of beginning of said Parcel "B"; thence S 60 Degrees, 57' 10" W, 103.26; (feet); thence S 33 Degrees 20' 19" W, 150.42' (feet); thence N 60 Degrees 57' 10" W, 103.60' (feet); thence N 33 Degrees 28' 00" E, 37.50' (feet); thence along a non-tangetial curve to the left with a radius of 60.00' (feet) and arc of 136.92' (feet); thence N 33 Degrees 28' 00" E, 3.86' (feet) to the point of beginning, containing 0.293 acres, more or less, and shown more fully on a map entitled "Final Plat of Hidden Oaks Subdivision, Phase II-A, being a resubdivision of a portion of Tract "LE-2" into Lots 18-31 & 68-81 and Parcels "A" and "B", in Luling, St. Charles Parish, LA. for JJJ Development Partners, L.L.C., in Sections 10, 11, 53 & 54 of T13S-R21E and Sections 89 & 90 of T13S-R20E of the Southeastern Land District, West of

the Mississippi River," dated March 12, 2007, by L. Lyles Budden, P.L.S.

Tract 2:

Legal Description of Parcel "A" being located with Hidden Oaks Subdivision, Phase II-A in Sections 10 & 54, T-13-S, R-21-E, Near Luling in St. Charles Parish, Louisiana more particularly described as follows: Commencing at the southeast corner of Lot 9, Hidden Oaks Subdivision, Phase I at the found 1/2" iron pipe and the point of beginning of said Parcel "A"; thence along a non-tangential curve to the left with a radius of 60.00' (feet) and arc of 136.92' (feet); thence S 33 Degrees 28'00" W, 41.36' (feet); thence N 60 Degrees 57'10" W, 101.83' (feet); thence N 32 Degrees 58'00" E, 18.78' (feet); thence N 33 Degrees 28'00" E, 131.66' (feet); thence S 60 Degrees 57' 10" E, 101.99' (feet) to the point of beginning, containing 0.288 acres, more or less, and shown more fully on a map entitled "Final Plat of Hidden Oaks Subdivision, Phase II-A, being a resubdivision of a portion of Tract "LE-2" into Lots 18-31 & 68-81 and Parcels "A" and "B", in Luling, St. Charles Parish, LA. for JJJ Development Partners, L.L.C., in Sections 10, 11, 53 & 54 of T13S-R21E and Sections 89 & 90 of T13S-R20E of the Southeastern Land District, West of the Mississippi River," dated March 12, 2007, by L. Lyles Budden, P.L.S.

Tract 3:

Commencing at a Found Iron Pipe located at the Northwest corner of the Monsanto Company Tract, being at the intersection of a North/South line common to Sections 22 and 23 and the southern right-of-way limit of the Texas Pacific Railroad; proceed along the arc of a curve having a radius of 11,508.92 feet, a chord bearing of N 89 Degrees 00' 09" E and a chord length of 843.13 feet a distance of 845.32 feet to a Found Iron Pipe being the intersection of the east property line of said tract and the southern right-of-way limit the Texas Pacific Railroad and also being the Point-of-Beginning; thence S14 Degrees 56' 49" W along the westerly boundary of Section 24 and the easterly boundary of the property owned by the Monsanto Company 4907.77 feet to the northerly edge of a 150 foot wide Southern Pacific Railroad right-of-way; then S72 Degrees 05' 39" W along said right-of-way 33.33 feet; thence N14 Degrees 56' 49" E a distance of 4916.77 feet to the southerly edge of a 100 foot wide Texas Pacific Railroad right-of-way; thence along the arc of a curve tangent to a bearing of N87 Degrees 02' 29"E having a radius of 11,508.92 feet, a chord bearing of N 86 Degrees 58' 17" E and a chord length of 29.44 feet along said right-of-way a distance of 29.44 feet to the point-of-beginning and containing 3.16 acres more or less.

Tract 1 and Tract 2 being the land described in (an) Act of Dedication from JJJ Development Partners, LLC, to the herein Grantor, dated April 10, 2007, and recorded at Registry No. 329796, in Deed Book 663, page 563, of the Conveyance Records of the Parish of St Charles, Louisiana and Tract 3 being the land described in a Donation from Monsanto Company, to the herein Grantor, dated December 4, 1989, and recorded at Registry No. 148197, in Deed Book 419, page 273, of the Conveyance Records of the Parish of St Charles, Louisiana ("Grantor's Land").

The lands included in and covered by this Grant of Servitude shall include, in addition to the above described lands, all land, if any, contiguous or adjacent to or adjoining the above described land that is owned by Grantor by whatever means, including but not limited to prescription, possession, reversion, or unrecorded instrument upon which the Pipeline Facilities, the Right-of-Way, and/or any Temporary Workspace are located.

The Right-of-Way herein granted shall be a total width of thirty feet (30'), extending fifteen feet (15') on either side of the centerline of the existing pipeline, and as generally depicted on Exhibit "A" attached hereto and made a part hereof.

Grantor also grants to Grantee, its successors and assigns, a temporary servitude for the use as temporary work space ("Temporary Workspace") adjacent to both sides of the Right-of-Way to facilitate the construction, installation, inspection, maintenance, alteration, repair, protection, replacement (including changing the size of and substitution), and removal of the Pipeline Facilities which is generally shown on Exhibit "A" and described as "Temporary Workspace". The Temporary Workspace will expire and revert back to Grantor twenty-four (24) months after the Pipeline Facilities are again placed in service.

Grantor reserves for itself, its successors and assigns, the right to use and enjoy the Right-of-Way for such purposes as do not unreasonably interfere with the rights granted herein, provided, however, such rights shall not include the right to construct, maintain or permit to be constructed or maintained any house, structure, pond, reservoir, or obstruction on, over, or under the Right-of-Way. Grantor shall not substantially change the grade over the Right-of-Way.

Grantor and Grantee agree that the above mentioned consideration includes payment for all damages for the construction of the Pipeline Facilities, including any severance damages to Grantor's Land. Grantee shall have the right, but not the obligation, to clear, and keep cleared, all trees, brush, undergrowth and other obstructions from the Right-of-Way without additional compensation to Grantor. Grantee shall not pay or be liable for any other or additional compensation or damages related to the initial construction or removal of trees, brush, undergrowth and other obstructions from the Right-of-Way. Grantee agrees to reimburse Grantor, or its designated agent or tenant as their respective interests may appear, for actual damages to growing crops, grasses, shrubbery, or fences on the Right-of-Way caused by Grantee's exercise of its rights hereunder, in connection with the subsequent construction, operation, inspection, maintenance, alteration, repair, protection, modification (including changing the size of and substitution) of the Pipeline Facilities.

The servitude granted herein shall extend to and include the free and full right of ingress and egress over and across said Grantor's Land and other adjacent lands owned or leased by Grantor to and from said Right-of-Way for Grantee's exercise at any time, and from time to time, of the rights granted herein. To the extent Grantee determines it practicable, such ingress and egress should be over such roads or ways as may exist at the time of each particular exercise of Grantor's rights hereunder.

To the maximum extent permitted by Law, Grantee will indemnify and hold harmless Grantor from and against any and all Liabilities to the extent and only to the extent such liabilities are

caused by the exercise of Grantee's rights under this agreement in connection with: (i) bodily injury (including death) of any person and (ii) damage to the Grantor's real property or any personal property owned by Grantor. Grantee intends the foregoing indemnity and hold harmless obligations to apply to the extent that such Liabilities are caused by the negligence or willful misconduct of Grantee. As used in this paragraph "Law" means all applicable federal, state and local codes, constitutions, decrees, directives, laws, licenses, ordinances, injunctions, orders, permits, regulations, requirements, rules and statutes; and "Liabilities" means all actions, claims, causes of action, costs, demands, damages, expenses, fines, lawsuits, liabilities, losses, obligations and penalties, including court costs, defense costs, settlement costs and reasonable attorneys' fees. Grantee's indemnity and hold harmless obligations to Grantor under this paragraph shall not include any special, indirect, consequential or punitive losses or damages resulting from the exercise of Grantee's rights under this agreement, including, without limitations, loss or use, loss of profit or business interruptions, however same may be caused and regardless of the sole or concurrent negligence of any party.

This Grant of Servitude shall include, and Grantee shall have, all other rights and benefits necessary or convenient for the full enjoyment of the use of the rights herein granted, including but not limited to: the rights to limit access to the Right-of-Way; to remove, clear and to keep clear, at any time in Grantee's sole and absolute discretion and with no additional compensation to Grantor, all buildings, walls or similar structures, above or below ground swimming pools, decks, pipelines and conduits, septic systems, leach fields, wells, rocks, trees, brush, limbs and any other structures or obstructions in or on the Right-of-Way which might interfere with the use of the Right-of-Way or the free and full right of ingress and egress; and to do any other lawful activities which are incidental to or helpful for the intended uses of the Right-of-Way set forth above.

Grantor shall not change the grade of, excavate, fill or flood the Right-of-Way, or interfere with the vegetative maintenance activities to the extent deemed necessary by Grantee.

The rights, title and privileges herein granted may, in whole or in part, be sold, leased, assigned, pledged, and mortgaged, and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

The failure of Grantee to exercise any rights herein conveyed in any single instance shall not be considered a waiver of such rights and shall not bar Grantee from exercising any such rights in the future, or if necessary, seeking an appropriate remedy in conjunction with such rights. The parties irrevocably agree to waive their right to a trial by jury.

Grantor understands and agrees that any person securing this grant is without authority from Grantee to make any agreement with respect to the subject matter not herein expressed and this Grant of Servitude represents the entire agreement between the parties.

IN WITNESS WHEREOF, the GRANTOR herein has duly executed this Grant of Servitude on the date of the acknowledgment below. If this Grant of Servitude is executed by more than one Grantor, each Grantor shall be deemed to have executed this Grant of Servitude on the date of his, her or its respective acknowledgment below.

WITNESSES:

Andrea Coleman
Print Name: Andrea Coleman

[Signature]
Print Name: [Signature]

GRANTOR:

ST. CHARLES PARISH, LOUISIANA

By: *[Signature]*

Print Name: *P. V. St Pierre*
Title: *Parish President*

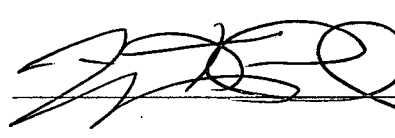
ACKNOWLEDGEMENT

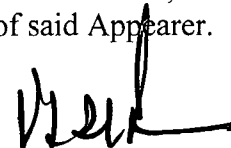
STATE OF LOUISIANA

PARISH OF ST. CHARLES

BE IT KNOWN that on this 23rd day of September, 2014, before me, the undersigned authority, duly qualified and sworn within and for said Parish and State aforesaid, personally came and appeared V.J. St. Pierre, Jr., the President of ST. Charles Parish, Louisiana, to me personally known to be the identical person whose name is ascribed to the foregoing instrument, and who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he has the authority to execute and has executed the foregoing instrument on behalf of ST. Charles Parish, Louisiana, for the uses, purposes, and benefits expressed as the free act and deed of said Appraiser.

WITNESSES:



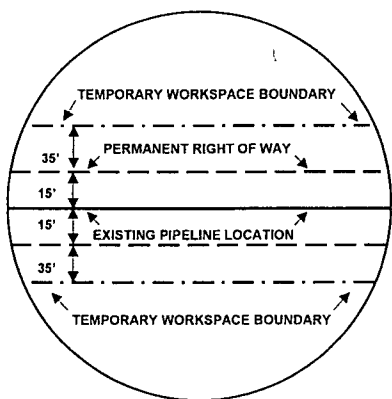
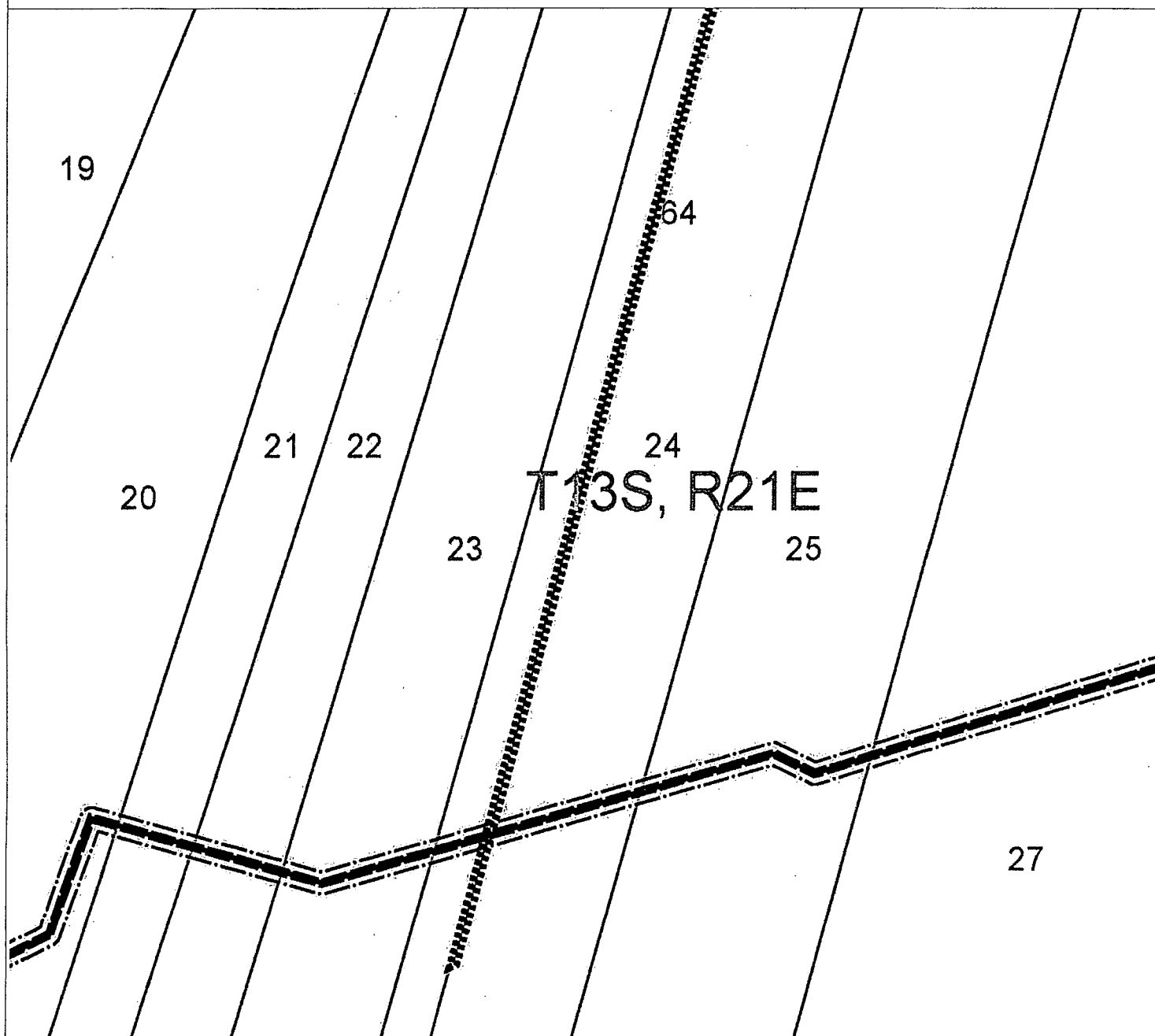
By: V.J. St. Pierre, Jr.


(Notary Public)

My commission expires: at death.

Notary Number: 58815

EXHIBIT "A"



DRAWING LEGEND
NOT TO SCALE



Property of St. Charles Parish
Located in T13S, R21E, Section 24
St. Charles Parish, Louisiana

— EXISTING PIPELINE LOCATION
- - - WORKSPACE BOUNDARY
- - - PERMANENT RIGHT OF WAY

□ AFFECTED TRACT BOUNDARY

Date: May 21, 2014

Pipeline Length (Rods): 1.7

Scale: 1" = 700'

Tract Number: LA-SC-0014.10

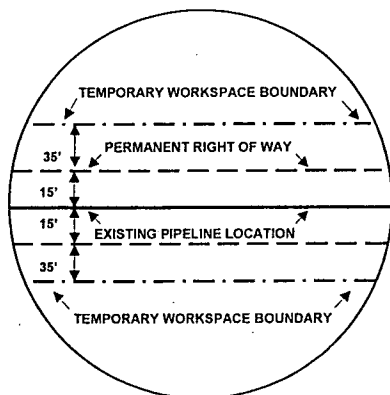
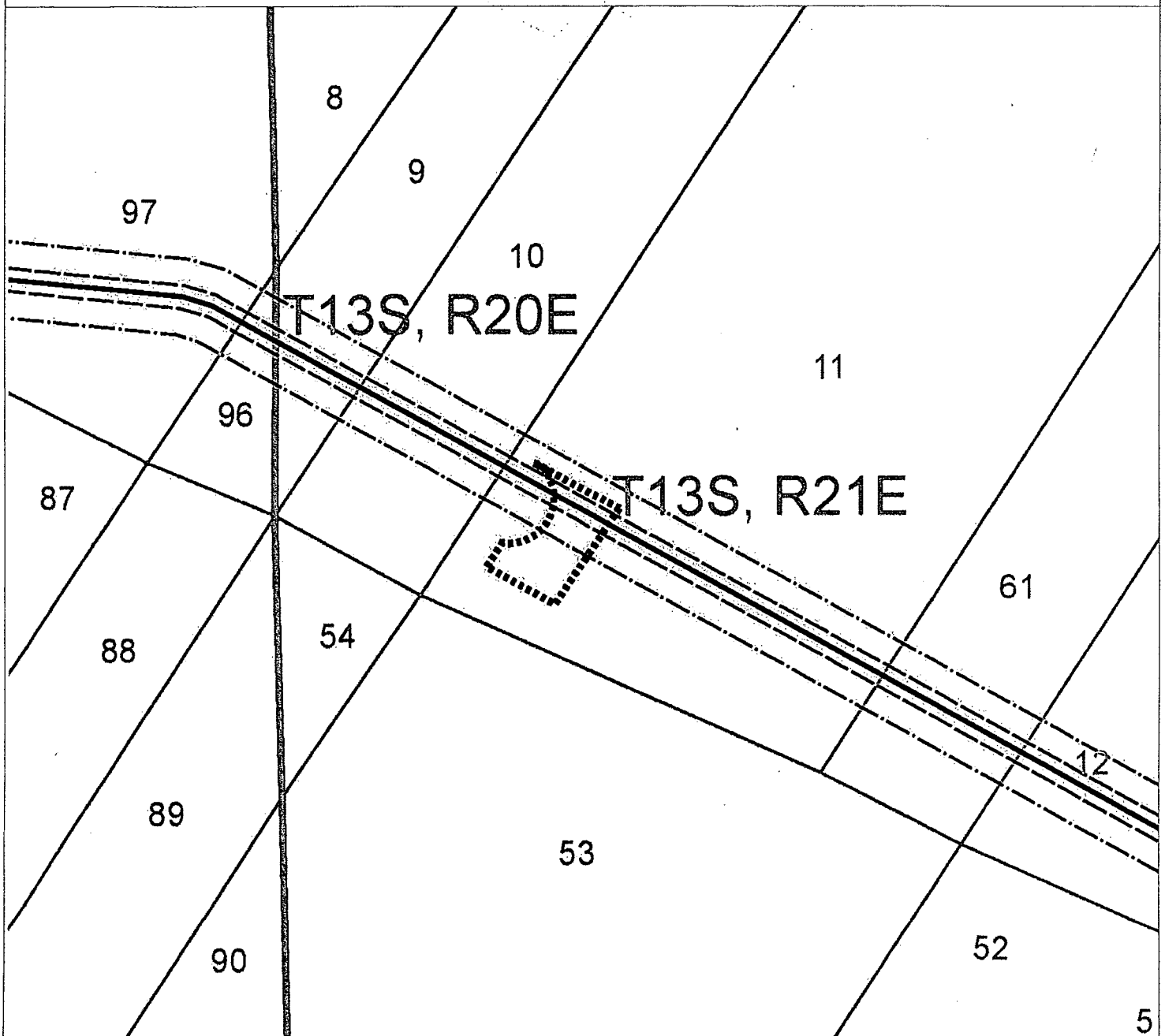
Drawn By: JMA

Checked By:

Doyle
LandServices, Inc.

Note: Actual location of easement is determined by the pipeline as installed. Property boundaries shown are based on Parish assessor's maps and pipeline centerline location is based on GPS data.

EXHIBIT "A"



DRAWING LEGEND
NOT TO SCALE



Property of St. Charles Parish
Located in T13S, R21E, Section 11
St. Charles Parish, Louisiana

— EXISTING PIPELINE LOCATION
- - - WORKSPACE BOUNDARY
- - - PERMANENT RIGHT OF WAY

□ AFFECTED TRACT BOUNDARY

Date: May 19, 2014

Pipeline Length (Rods): 5.1

Scale: 1" = 200'

Tract Number: LA-SC-0015.00x

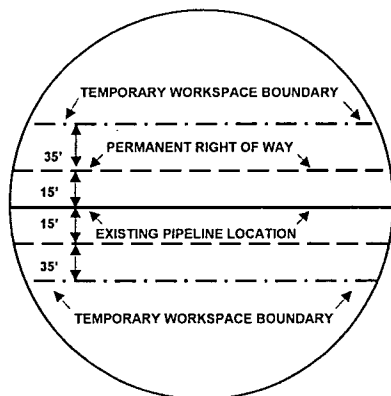
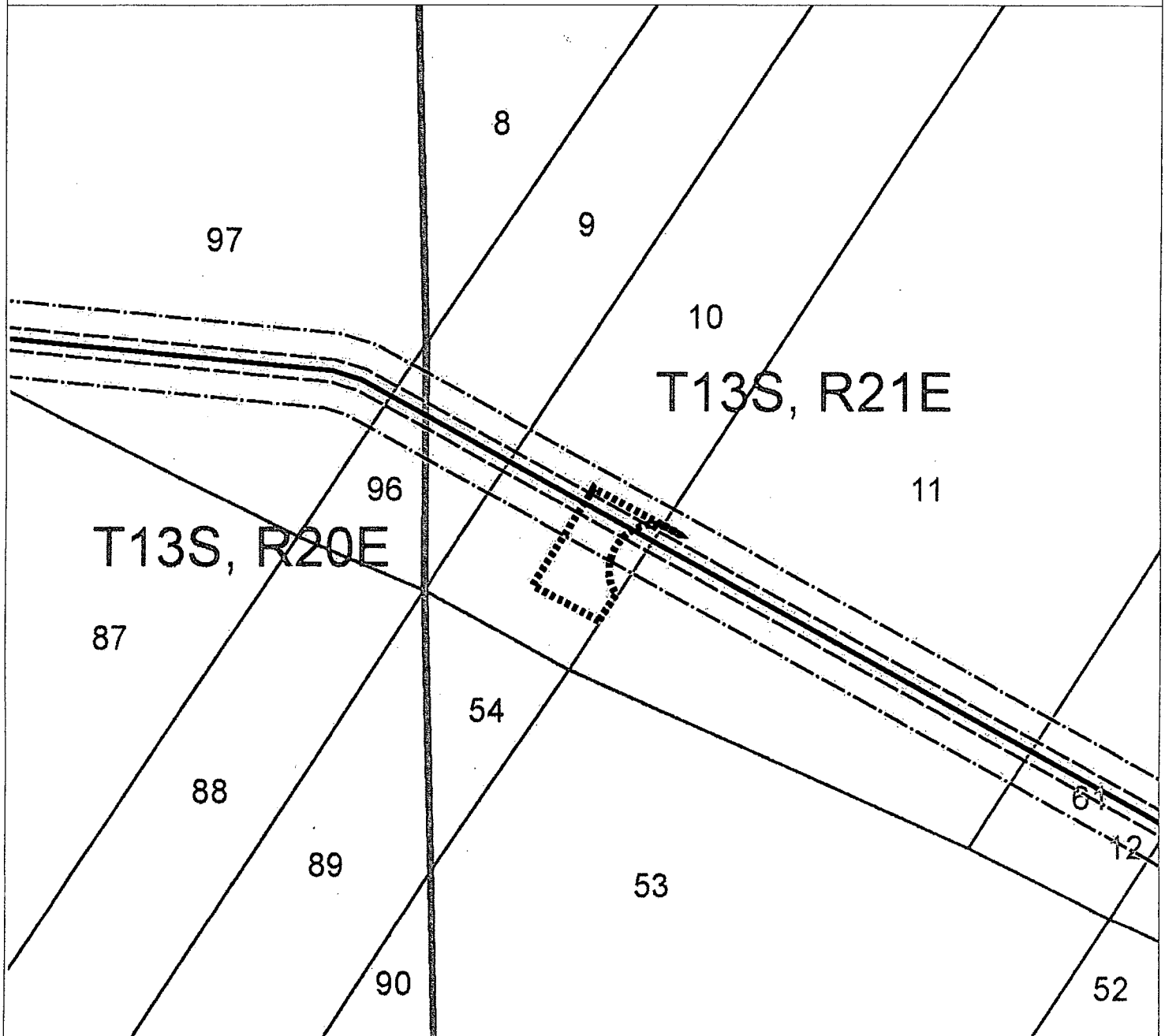
Drawn By: JMA

Checked By: .

Doyle
LandServices, Inc.

Note: Actual location of easement is determined by the pipeline as installed. Property boundaries shown are based on Parish assessor's maps and pipeline centerline location is based on GPS data.

EXHIBIT "A"



DRAWING LEGEND
NOT TO SCALE



Property of St. Charles Parish
Located in T13S, R21E, Section 10
St. Charles Parish, Louisiana

— EXISTING PIPELINE LOCATION
- - - WORKSPACE BOUNDARY
- - - PERMANENT RIGHT OF WAY

⋯⋯⋯ AFFECTED TRACT BOUNDARY

Date: May 19, 2014

Pipeline Length (Rods): 4.5

Scale: 1" = 200'

Tract Number: LA-SC-0016.00x

Drawn By: JMA

Checked By:

Doyle
LandServices, Inc.

Note: Actual location of easement is determined by the pipeline as installed. Property boundaries shown are based on Parish assessor's maps and pipeline centerline location is based on GPS data.