

Certified Copy

St. Charles Parish Clerk of Court  
P.O. Box 424  
Hahnville, LA 70057

Phone (985) 783-6632

**Lance Marino**  
Clerk of Court  
Parish of St. Charles

**Instrument Number: 494431**

**Book/Index:** COB  
**Document Type:** RIGHT OF WAY  
**Recording Date:** 02/24/2026 1:12 PM CST

**Grantor 1:** ST CHARLES PARISH

**Grantee 1:** INTERNATIONAL-MATEX TANK TERMINALS LLC

THIS PAGE IS RECORDED AS PART OF YOUR DOCUMENT AND  
SHOULD BE RETAINED WITH ANY COPIES.

THE ATTACHED DOCUMENT IS A **CERTIFIED TRUE AND CORRECT COPY** THAT WAS  
RECORDED ON THE DATE AND TIME LISTED ABOVE AND CERTIFIED ON THE SAME.



*Aubrey Waguespack*  
Aubrey Waguespack, Deputy Clerk

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ABOVE SPACE FOR RECORDER'S USE

**Project Hulk**  
**Tract No.: LA-SC-0020.00100**  
**St. Charles Parish, Louisiana**

**RIGHT-OF-WAY, EASEMENT AND SERVITUDE AGREEMENT**

**STATE OF LOUISIANA**

**PARISH OF ST. CHARLES**

**KNOW ALL MEN BY THESE PRESENTS that:**

ST. CHARLES PARISH, a government body organized under the laws of the state of Louisiana, whose mailing address is P.O. Box 302, Hahnville, LA 70057, appearing herein through Matthew Jewell, its duly authorized representative, (hereinafter "GRANTOR" whether one or more),

does hereby agree as follows:

**1. THE GRANT AND USE:** For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration, the receipt and, sufficiency of which are hereby acknowledged, GRANTOR does hereby grant, sell, and convey to INTERNATIONAL-MATEX TANK TERMINALS LLC, a Delaware limited liability company (hereinafter "GRANTEE"), whose mailing address is 400 Poydras Street, Suite 3000, New Orleans, Louisiana 70130, Attn: Clay Bland, and its successors and assigns, the following permanent right(s)-of-way, easement(s), and servitude(s), which collectively, together with the Temporary Workspaces (as defined below), shall constitute one servitude under Louisiana law (hereafter, the "Servitude"), through and under lands situated in St. Charles Parish, Louisiana, more particularly described on Exhibit "A" attached hereto (the "Property"): a right-of-way and servitude thirty feet (30') in width designated and shown as "P.E.R.W." on the drawing attached hereto and made part hereof as Exhibit "B," (the "Plat"), including Detail "R.O.W. Detail" thereof, to construct, install, operate, inspect, maintain, protect, repair, modify, replace, relocate, substitute, change the size of, reconstruct, realign, improve, renew, access, patrol, change route or routes, abandon in place or remove at will, and environmentally remediate at will, a 10-inch pipeline to transport food-grade vegetable oil from Bunge Chevron to a storage location at GRANTEE's facility in St. Charles Parish, Louisiana.

The construction, installation, operation, inspection, maintenance, protection, repair, modification, replacement, relocation, substitution, changing the size of, reconstructing, realignment, improvement, renewing, accessing, patrolling, changing the route or routes of, abandoning in place, removal at will, or environmentally remediating any of the pipeline, appurtenances, facilities and other equipment described in this Section 1, or exercise by GRANTEE of any other right under this Right-of-Way, Easement, and Servitude Agreement (this "Agreement"), shall each constitute and be defined as a "Use" for purposes of this Agreement (collectively, "Uses").

**2. TEMPORARY WORKSPACES:** During the time of construction, repairing, alteration, replacement, maintaining, removal, or other Uses which may require temporary work space with respect to said pipeline, appurtenances, facilities and other equipment, GRANTEE shall have the right to use a temporary work space of twenty feet (20') in width along and parallel with the Servitude described in Section 1 above, or as depicted in Detail "R.O.W. Detail" of the Plat, whichever is greater. During the exercising of the rights herein granted GRANTEE shall have the right to use additional temporary work spaces along said rights-of-way at the crossing of roadways (public or private), railroads, waterbodies of any land, either pipeline or similar structures

(manmade or natural) or uneven terrain, or as depicted on the Plat, whichever is greater. All of the foregoing temporary workspaces being collectively referred to herein as the "Temporary Workspaces."

**3. INGRESS AND EGRESS:** GRANTEE shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but not limiting same, to the free and full right of ingress and egress over and across the Property, including the full use of all roadways (now existing or which may be hereafter constructed on the Property), to and from the Servitude (collectively "Ingress and Egress Areas").

**4. RIGHT TO CLEAR:** GRANTEE shall have the right from time to time to mow, clear, and maintain the Servitude Areas (as defined below), and the Ingress and Egress Areas, which rights shall include the right to cut and remove all trees, undergrowth and other obstructions that may injure, endanger or interfere with the rights of GRANTEE under this Agreement.

**5. PAYMENT OF DAMAGES:** GRANTEE hereby agrees to pay GRANTOR for all actual damages to growing crops, timber, fences, buildings, livestock, or any other improvements of GRANTOR which may arise from GRANTEE'S exercise of its rights under the terms of this Agreement. However, after the pipeline, appurtenances, facilities and equipment have been constructed hereunder, GRANTEE shall not be liable for such damages in the future in connection with keeping the Servitude Areas clear of trees, undergrowth, brush, structures, or any other obstructions. GRANTEE shall not be liable to GRANTOR or its respective directors, employees, affiliates, partners, or agents, as applicable, in any action or claim for consequential, special, incidental, indirect or punitive damages, including, without limitation, loss of profit, production, revenues, use or other damages attributable to business interruption, whether such action or claim is based on contract, negligence (either sole or concurrent), strict liability or other tort theory, statute, or otherwise, and to the extent permitted by law, any statutory remedies which are inconsistent with the provisions of this Agreement are waived.

**6. FULL COMPENSATION OF TENANT:** GRANTOR agrees that if any tenants are occupying or utilizing all or any portion of the Property comprising the Servitude Areas, through either a written or verbal agreement, GRANTOR has been compensated and will assume and provide adequate compensation for the same at GRANTOR'S sole cost and expense.

**7. REPRESENTATIONS BY GRANTOR:** GRANTOR hereby represents and warrants to GRANTEE that it owns the Property in fee simple, that the Property is subject to no liens or encumbrances whatsoever and that GRANTOR is fully authorized and empowered to grant the rights and benefits granted to GRANTEE in this Agreement. GRANTOR understands and agrees that the person securing this grant on GRANTEE'S behalf is without authority from GRANTEE to make any agreement not herein expressed in writing, and GRANTOR has not relied upon any verbal representations not expressly reduced to writing in this Agreement.

**8. GRANTOR MORTGAGE PROVISION:** GRANTOR hereby agrees, that if a mortgage is found to exist or is later granted by GRANTOR which affects the Property subject to this Agreement, (a) GRANTOR shall notify GRANTEE in writing of any default thereunder, and (b) GRANTEE shall have the right, but not the obligation, to cure any default under such mortgage and contact such GRANTOR'S mortgagee directly. If GRANTEE cures such default on behalf of GRANTOR, GRANTOR shall reimburse GRANTEE upon demand for all expenses and costs incurred by GRANTEE in connection with such cure.

**9. RESTRICTIONS ON GRANTOR'S USE:** GRANTOR waives and releases any right to use the surface or subsurface of the Property in a manner that could interfere with GRANTEE'S Use as specified herein in Paragraph 1. Neither GRANTOR, nor anyone acting on GRANTOR'S behalf or GRANTOR'S permission, may use any part of the Servitude Areas or Ingress and Egress Areas if such use may damage, destroy, injure, and/or interfere with the GRANTEE'S Use of the Servitude, Servitude Areas, or Ingress or Egress Areas as specified herein. GRANTOR, and anyone acting on behalf of GRANTOR or with GRANTOR'S permission, shall not conduct any of the following activities on the Servitude Areas or Ingress and Egress Areas without the written permission of GRANTEE: (1) drill or operate any well, or conduct exploratory operations; and (2) plant trees or landscaping that would interfere with GRANTEE'S use of the servitude. GRANTOR further agrees that no above or below ground obstruction that may interfere with the purposes for which the Servitude is being acquired may be placed, erected, installed, or permitted upon the Servitude Areas or Ingress and Egress Areas without the written permission of GRANTEE. If the terms of this Section are violated, such violation shall immediately be eliminated upon receipt by GRANTOR of written notice from GRANTEE or GRANTEE shall have the immediate right to correct or eliminate such violation at the sole expense of GRANTOR. GRANTOR shall promptly reimburse GRANTEE for any expense related thereto. GRANTOR further agrees that it will not interfere in any manner with the purposes for which the Servitude is conveyed. Any improvements, whether

above or below ground, installed by GRANTOR that are not in compliance with this Section 9 subsequent to the Effective Date, may be removed by GRANTEE without liability to GRANTOR for damages.

GRANTEE further fully acknowledges that its use of the servitude will in no way interfere with GRANTOR's surface rights on the property, including GRANTOR's upkeep and maintenance of its public roadway, drainage and other utilities.

**10. ONE SERVITUDE CREATED; USE BY GRANTEE:** GRANTOR and GRANTEE hereby agree that the collective rights granted in this Agreement create and constitute a single servitude under Louisiana law such that any Use of any portion of the Servitude constitutes use of the whole, regardless of whether the specific Servitude Areas are continuous or diverge. For the avoidance of doubt, the Use of the pipeline described in Section 1 or any portion of the right-of-way areas described in this Agreement, including in Section 1, shall constitute use of a pipeline and all right-of-way areas described in this Agreement. Similarly, use of any portion of the Temporary Workspaces or Ingress and Egress Areas shall constitute use of all right-of-way areas described in this Agreement, all Temporary Workspaces associated therewith, and all Ingress and Egress Areas. The areas of the Property encumbered by the Servitude are referred to herein as the "Servitude Area(s)." The right to use the Servitude and exercise GRANTEE's rights under this Agreement, shall belong to the GRANTEE and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of GRANTEE. It is understood and agreed that GRANTEE shall be entitled to exercise any 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 such rights.

**11. ABANDONMENT ON TERMINATION:** GRANTEE shall commence, at its sole cost and expense, within one (1) year following termination of this Agreement, to remove all product from, and clean, plug and abandon in place, the pipeline in accordance with and as required by applicable laws.

**12. CONFIDENTIAL INFORMATION:** GRANTOR shall hold the consideration amount paid by GRANTEE to GRANTOR for the Servitude and the other rights under this Agreement (the "Confidential Information") in confidence and shall not disclose the Confidential Information to any person without GRANTEE's prior written consent, other than to such of his/its/their attorneys, accountants, consultants, advisors, or representatives who (a) have a need to know the Confidential Information for the purpose of advising GRANTOR in connection with this Agreement or for business, tax, or financial purposes, (b) have been informed of the confidential nature of such information, and (c) have agreed to be bound by the terms of this Section 12.

**13. COVENANTS RUNNING WITH THE LAND:** 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. The Servitude shall be appurtenant to and run with the Property, and portions thereof, whether or not the Servitude is referenced or described in any conveyance of the Property, or any portion thereof.

**14. NOTICES:** All notices and other communications required or permitted to be given hereunder shall be in writing and may be delivered by hand, by electronic transmission in .pdf format or similar format, by nationally recognized private courier, or by certified or registered United States mail return receipt requested, in each case addressed to the recipient at the mailing address set forth below, or to an email address provided by a party to the other party in writing. Grantor and Grantee designate the following person(s) and addresses for all notices and information to be delivered hereunder:

GRANTOR

ST. CHARLES PARISH

Attn: Matthew Jewell, Parish President, its successors and assigns

Mailing Address for All Notices:

P.O. Box 302  
Hahnville, LA 70057

Telephone No.: (985) 783 - 5000 [informational purposes only and not notice herein]

GRANTEE

INTERNATIONAL-MATEX TANK TERMINALS LLC  
Attn: Clay Bland, its successors and assigns,

Mailing Address for All Notices:  
400 Poydras Street, Suite 3000, New Orleans, Louisiana 70130

Telephone No.: 504-619-2318 [informational purposes only and not notice herein]

Such persons, addresses and telephone numbers may be changed by the respective party by delivering written notice of such change to the other party.

**15. SUCCESSORS AND ASSIGNS:** GRANTOR hereby binds GRANTOR and GRANTOR's heirs, executors, administrators, successors, and assigns, to warrant and forever defend the Servitude and all rights appurtenant thereto unto GRANTEE, its successors and assigns, against every person making a claim to any parts thereof.

**16. INDEMNIFICATION:** GRANTEE AGREES TO INDEMNIFY AND HOLD GRANTOR HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, OR LOSSES FOR INJURY OR DAMAGE TO THIRD PARTIES TO THE EXTENT CAUSED BY (I) GRANTEE'S NEGLIGENT ACTS OR OMISSIONS OR (II) GRANTEE'S WILLFUL MISCONDUCT RESULTING FROM ITS ACTIVITIES ON OR USE OF GRANTOR'S LANDS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THIS INDEMNITY IS NOT INTENDED TO AND DOES NOT PROVIDE FOR INDEMNIFICATION ARISING FROM OR CAUSED BY GRANTOR'S NEGLIGENCE OR WILLFUL MISCONDUCT. SPECIFICALLY EXCLUDED FROM THE FOREGOING INDEMNITY ARE (A) ANY CLAIMS FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR (B) ANY CLAIMS ARISING FROM PRE-EXISTING ENVIRONMENTAL CONDITIONS OR ADVERSE SITE CONDITIONS. GRANTOR SHALL PROMPTLY NOTIFY GRANTEE OF ANY CLAIM SUBJECT TO INDEMNIFICATION HEREUNDER AND COOPERATE IN THE DEFENSE OF SUCH CLAIM.

**17. ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior understandings, whether written or oral, between the parties respecting the subject matters of this Agreement. GRANTOR and GRANTEE agree that should any provision of this Agreement be determined by a court of competent jurisdiction to be illegal or *contra bono mores*, only the provision(s) subject to that determination shall be stricken from the Agreement, as if such provision(s) had not been written, and that the remaining Agreement shall survive in full force and effect.

**18. ACCEPTANCE PRESUMED:** Acceptance of this Agreement by GRANTEE shall be deemed presumed by GRANTEE's payment of the consideration for the Servitude to GRANTOR and/or the exercise of GRANTEE's rights under this Agreement.

**19. GOVERNING LAW:** This Agreement is governed by the laws of the State of Louisiana. Each party waives the right to trial by jury in any dispute arising under this Agreement. The parties further agree to exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles, State of Louisiana, and expressly waive any (a) pleas of jurisdiction based upon residence and (b) right of removal to Federal Court based upon diversity of citizenship.

**20. COUNTERPARTS:** This Agreement may be executed in any number of counterparts, none of which needs to be executed by all parties, and shall be binding upon each party who executes such a counterpart with the same force and effect as if all had signed the same document and regardless of whether or not it is executed by all other parties owning or claiming an interest in the Property.

**21. EFFECTIVE DATE:** The last date upon which any GRANTOR executes this Agreement shall be the effective date of this Agreement (the "Effective Date").

[Signature page(s) follow.]

[Signature page to Right-of-Way, Easement and Servitude Agreement]

THUS DONE AND PASSED, in the City of Hahnville, Parish/County of St. Charles, State of Louisiana, on the 26<sup>th</sup> day of January, 2026, to be effective as of the Effective Date, in the presence of the undersigned legal and competent witnesses, who hereunto sign their names with the undersigned GRANTOR and the undersigned Notary Public, after reading of the whole.

WITNESSES:

GRANTOR:

Michelle Impastato

ST. CHARLES PARISH

Printed Name: Michelle Impastato

Matthew Jewell

Signature

Melissa Bartholomew

Printed Name: Matthew Jewell

Printed Name: Melissa Bartholomew

Title: President

Corey M. Oubre  
NOTARY PUBLIC  
Bar No./Notarial Id.: 28709  
My commission expires: for life

COREY M. OUBRE  
NOTARY PUBLIC  
LSBA NO. 28709  
LA NOTARY NO. 77473  
St. Charles Parish, Louisiana  
My Commission is issued for Life

[Signature page to Right-of-Way, Easement and Servitude Agreement]

THUS DONE AND PASSED, in the City of New Orleans, Parish/County of Orleans, State of Louisiana, on the 3RD day of February, 2026, to be effective as of the Effective Date, in the presence of the undersigned legal and competent witnesses, who hereunto sign their names with the undersigned GRANTEE and the undersigned Notary Public, after reading of the whole.

WITNESSES:

Shannon Schulz  
Printed Name: Shannon Schulz

KFidge  
Printed Name: Kelly Fridge

GRANTEE:

INTERNATIONAL-MATEX TANK  
TERMINALS LLC

[Signature]  
Signature

Printed Name: Richard B. Jurisich

Title: Secretary / General Counsel

[Signature]  
NOTARY PUBLIC  
Bar No./Notarial Id.: 32066  
My commission expires: LIFE

**CLAY V. BLAND, JR.**  
**NOTARY PUBLIC**  
**LA BAR No. 32066, ID No. 131655**  
**Parish of Orleans, State of Louisiana**  
**My Commission is issued for Life**

EXHIBIT "A"  
(Property)

**EXHIBIT "A"**

**LA-SC-0020.00100**


**FIELD NOTES DESCRIPTION  
FOR A PROPOSED PIPELINE EASEMENT TO BE ACQUIRED  
BY INTERNATIONAL-MATEX TANK TERMINALS, LLC  
ACROSS THE PROPERTY BELONGING TO  
ST. CHARLES PARISH  
LOCATED IN SECTION 41, TOWNSHIP 13 SOUTH, RANGE 9 EAST  
ST. CHARLES PARISH, LOUISIANA**

The description of a 30 foot wide proposed pipeline easement across the property belonging to St. Charles Parish, being described under Volume 581, Page 512, under Entry Number 250871 of the Conveyance Record of St. Charles Parish, Louisiana, located in Section 41, Township 13 South, Range 9 East, St. Charles Parish, Louisiana, and described as follows:

Commencing at a found 1-1/2" iron pipe at the Southwest corner of the property belonging to St. Charles Parish, thence North 04 degrees 05 minutes 07 seconds West, for a distance of 38.69 feet to the **POINT OF BEGINNING**, and having coordinates of X=3,595,639.61 and Y=526,847.31, thence along the centerline of said proposed pipeline easement described as follows:

Thence along a curve to the left, having a radius of 3,000.00 feet, an arc length of 493.18 feet, and whose long chord bears North 61 degrees 40 minutes 42 seconds East, for a distance of 492.63 feet to the **POINT OF ENDING**, having coordinates of X=3,596,073.27 and Y=527,081.02, which bears North 06 degrees 21 minutes 49 seconds West, a distance of 27.87 feet from a found 1/2" iron rod at the Southeast corner of the property belonging to St. Charles Parish, with a total length of 493.18 feet and containing 29.89 rods and affecting 0.34 acres.

All bearings, distances and coordinates are based on the NAD 83 (2011) Louisiana South Zone Coordinate System. The above described centerline of proposed pipeline easement is delineated on a plat revised by C. H. Fenstermaker & Associates, L.L.C. dated August 8, 2025. (Exhibit "B")

  
Leroy J. Gary, Jr., PLS  
Louisiana PLS Registration #4793  
C. H. Fenstermaker & Associates, L.L.C.  
135 Regency Square  
Lafayette, LA 70508  
337-237-2200

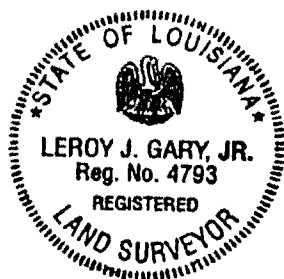
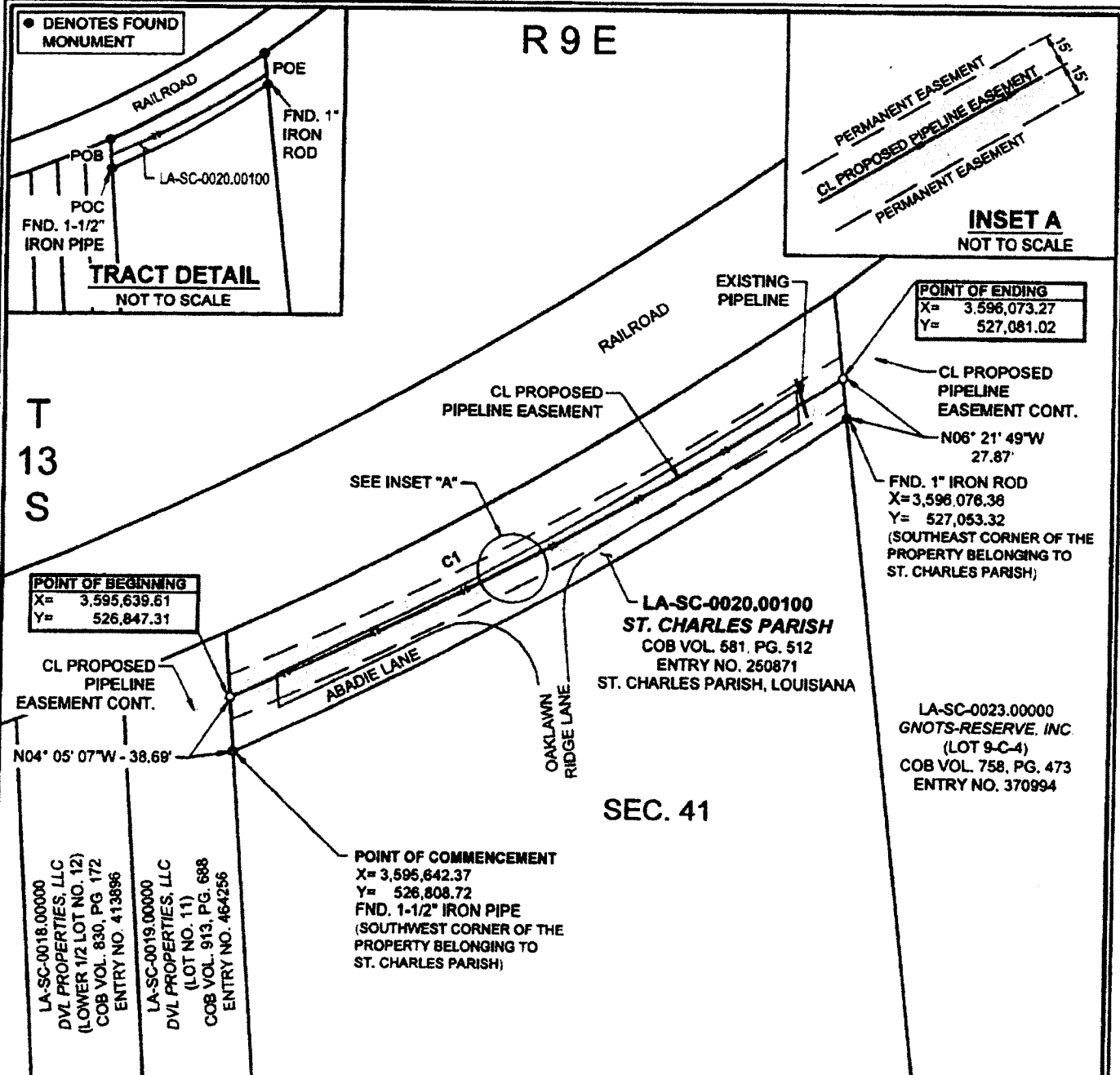
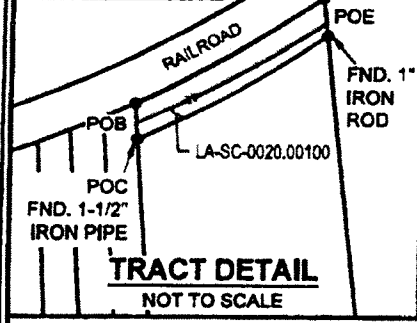
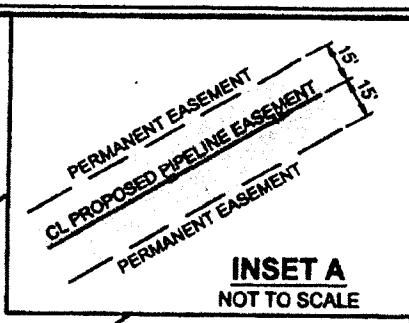


EXHIBIT "B"  
(Plat)



● DENOTES FOUND MONUMENT

R 9 E



T 13 S

**POINT OF BEGINNING**  
 X= 3,595,639.61  
 Y= 526,847.31

CL PROPOSED PIPELINE EASEMENT CONT.

N04° 05' 07"W - 38.69'

LA-SC-0018.00000  
 DVL PROPERTIES, LLC  
 (LOWER 1/2 LOT NO. 12)  
 COB VOL. 830, PG. 172  
 ENTRY NO. 413896

LA-SC-0019.00000  
 DVL PROPERTIES, LLC  
 (LOT NO. 11)  
 COB VOL. 913, PG. 688  
 ENTRY NO. 464256

**POINT OF COMMENCEMENT**  
 X= 3,596,642.37  
 Y= 526,808.72  
 FND. 1-1/2" IRON PIPE  
 (SOUTHWEST CORNER OF THE  
 PROPERTY BELONGING TO  
 ST. CHARLES PARISH)

LA-SC-0020.00100  
**ST. CHARLES PARISH**  
 COB VOL. 581, PG. 512  
 ENTRY NO. 260871  
 ST. CHARLES PARISH, LOUISIANA

**POINT OF ENDING**  
 X= 3,596,073.27  
 Y= 527,081.02

CL PROPOSED PIPELINE EASEMENT CONT.  
 N06° 21' 49"W  
 27.87'  
 FND. 1" IRON ROD  
 X= 3,596,076.38  
 Y= 527,053.32  
 (SOUTHEAST CORNER OF THE  
 PROPERTY BELONGING TO  
 ST. CHARLES PARISH)

LA-SC-0023.00000  
 GNOTS-RESERVE, INC  
 (LOT 9-C-4)  
 COB VOL. 758, PG. 473  
 ENTRY NO. 370994

SEC. 41

CURVE TABLE				
CURVE	BEARING or CHORD BEARING	DISTANCE	RADIUS	ARC LENGTH
C1	N 61° 40' 42" E	492.83'	3,000.00'	493.18'

**LEGEND**

- SECTION LINE
- PROPERTY LINE
- CL PROPOSED PIPELINE EASEMENT = 493.18 FEET (29.89 RODS)
- PERMANENT EASEMENT = 0.34 ACRES

TOTAL = 0.34 ACRES

I hereby certify that this plat represents a Route Survey, actually made on the ground under my direct supervision, and meets or exceeds the Minimum Standards of Practice for Route Surveys as established by the LAPELS Board and the laws and statutes of the State of Louisiana.

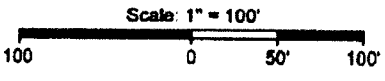
08/11/25  
**LEROY J. GARY, JR.**  
 REG. No. 4793  
 REGISTERED PROFESSIONAL SURVEYOR  
 Professional Engineer  
 Registration No. 4793

**NOTES**  
 1. THIS PLAT IS NOT A CERTIFIED PROPERTY BOUNDARY SURVEY AND AS SUCH DOES NOT COMPLY WITH THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS ADOPTED BY THE LOUISIANA PROFESSIONAL ENGINEERING LAND SURVEYING BOARD. THIS PLAT IS INTENDED FOR EXHIBIT PURPOSES ONLY.

2. PARCEL LINES AS DEPICTED HEREON WERE BASED UPON LIMITED FIELD SURVEY & DESCRIPTIONS PROVIDED BY INTERNATIONAL-MATEX TANK TERMINALS, LLC OR ITS AGENTS

3. PARCEL LIMITS REPRESENTED HEREON MAY NOT BE INCLUSIVE OF ALL PROPERTY OWNED BY LAND OWNER NOTED

4. FOR ADDITIONAL INFORMATION SEE ATTACHED LEGAL DESCRIPTION EXHIBIT 'A'.



**EXHIBIT "B"**  
**INTERNATIONAL-MATEX TANK TERMINALS, LLC**  
**PROPOSED 30' WIDE PIPELINE EASEMENT**  
 ACROSS THE PROPERTY BELONGING TO ST. CHARLES PARISH  
 CONTAINING 493.18 FEET (29.89 RODS)  
 SECTION 41, T13S-R9E  
 ST. CHARLES PARISH, LOUISIANA

SHEET NO: 2 OF 2	REVISIONS		
DRAWN BY: TPD	BY:	DATE:	DESCRIPTION:
PROJ. MGR.: MKR	1	TPD 08/08/2025	COMMENTS FROM LAND
DATE: 08/05/2025			

FILENAME: T:\2025\2259131\DWG\RIGHT-OF-WAY\RW 14\_LA-SC-0020.00100\_ST CHARLES PARISH.dwg



C. H. Fenstermaker & Associates, L.L.C.  
 135 Regency Sq. Lafayette LA 70508  
 Ph. 337-237-2200 Fax. 337-232-3299  
 www.fenstermaker.com  
 Louisiana Firm No. VF.0000154

**EXHIBIT**  
 B

2026-0022

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT  
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 26-1-13

An ordinance approving and authorizing the execution of a Temporary and Permanent Right-of-Way, Easement and Servitude Agreement by the Parish President for the granting of same to International-Matex Tank Terminals, LLC, adjacent to and under Abadie Lane, St. Rose, Louisiana as described in the attached Agreement with Exhibits A and B.

**WHEREAS,** Abadie Lane located in Oaklawn Subdivision which was developed and accepted by St. Charles Parish on December 19, 2000; and,

**WHEREAS,** International-Matex Tank Terminals, LLC desires to purchase a perpetual and temporary pipeline servitude for a 10-inch pipeline to transport food-grade vegetable oil from Bunge Chevron to their storage facility in St. Rose, Louisiana; and,

**WHEREAS,** said pipeline will be installed by Horizontal Directional Drilling; and,

**WHEREAS,** the appraised value of the perpetual servitude is \$14,858.00; and,

**WHEREAS,** International-Matex Tank Terminals, LLC, has offered to purchase both the temporary and perpetual servitude in the amount of \$16,439.50.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** The St. Charles Parish Council hereby approves the Temporary and Perpetual Right-of-Way, Easement and Servitude Agreement, attached herein, located adjacent to and under Abadie Lane and as described in said Agreement in the amount of \$16,439.50.

**SECTION II.** That the Parish President is further hereby authorized to execute any and all documents deemed necessary for the purpose of accomplishing the intent of this Ordinance in granting said Right-of-Way, Easement and Servitude as depicted in the attached Agreement.

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

YEAS: MOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE,  
O'DANIELS, FISHER, DEBRULER

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 26th day of January, 2026, to become effective (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]  
SECRETARY: Michelle Dupontab  
DLVD/PARISH PRESIDENT: January 26, 2026  
APPROVED: [Signature] DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: [Signature]  
RETD/SECRETARY: January 26, 2026  
AT: 7:15 pm RECD BY: [Signature]

CERTIFIED TRUE & CORRECT AS PER  
MINUTES DATED 1-26-2026  
Michelle Dupontab  
SECRETARY  
ST. CHARLES PARISH COUNCIL