

Ord.

2008-0239

INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT

ORDINANCE NO. 08-5-13

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 September 24, 2007.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the St Charles Parish Council, sitting and acting as the Governing Authority of Sewerage District No. 1 of the Parish of St. Charles does hereby approve the Right of Way and Servitude Agreement by and between St. Charles Parish Sewerage District No. 1 and Sorrento Pipeline Company, LLC.

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: SCHEXNAYDRE, AUTHEMENT, RAYMOND, TASTET, BENEDETTO, HOGAN, COCHRAN, LAMBERT, NUSS

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 19th day of May, 2008, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN *[Signature]*
 SECRETARY *[Signature]*
 DLVD/PARISH PRESIDENT May 20, 2008
 APPROVED *[Signature]* DISAPPROVED _____
 PARISH PRESIDENT *[Signature]*
 RETD/SECRETARY May 22, 2008
 AT 1:10 pm RECD BY *[Signature]*

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 V.J. ST. PIERRE, its PARISH PRESIDENT, being authorized by St Charles parish Council Ordinance No. 08-5-13, a certified copy of which is attached hereto and made a 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 therefore, 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, replace, change the size of and remove two (2) pipelines, not to exceed (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 including ingress and egress 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 bearing of the right of way changes, Grantee 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.

All pipelines to be constructed under the grant shall be located at a depth of at least fifteen (15') feet below the surface of the ground and shall be bored with no open cuts on any part of Grantor's property. Boring operations shall be conducted on those places indicated on

the Morris P. Herbert, Inc. survey dated September 24, 2007, attached hereto and made a part hereof. 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.

Grantor shall have the right of way 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 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 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 or 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 said 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 Grantee's expense.

The terms and provisions of the Agreement shall constitute covenants running with the land and shall insure to the benefit of the 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 20th day of MAY, 2008, said parties signing the presence of the witnesses whose names appear opposite their respective signatures.

WITNESSES:

Timothy J. Viol

Nicole B. Breuss

ST. CHARLES PARISH SEWERAGE
DISTRICT NO. 1

By: V.J. St. Pierre
V.J. ST. PIERRE, PARISH PRESIDENT

WITNESSES:

Troy Flournoy
Troy Flournoy

SORRENTO PIPELINE COMPANY, L.L.C.

By: Paul D. Lair
PAUL D. LAIR
Agent and Attorney-in-fact

STATE OF LOUISIANA

PARISH OF ST. CHARLES

On this 22nd day of May, 2008, before me personally appeared V.J. ST. PIERRE, personally known, who being by me duly sworn, did say that he is the 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 V.J. ST. PIERRE acknowledged said instrument to be the free act and deed of said ST. CHARLES PARISH SEWERAGE DISTRICT NO. 1.

Loone V. T. ...
Notary Public in and for said Parish
and State #12061
Loone V. T. ...

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON 5/29/08
AS ENTRY NO. 342919
IN MORTGAGE/CONVEYANCE BOOK
NO. 714 FOLIO 10

STATE OF TEXAS
COUNTY OF Harris

On this 28th day of May, 2008, before me personally appeared **PAUL D. LAIR**, to me 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.**, a Texas Limited Liability Company, and that said instrument was signed and sealed on behalf of said Limited Liability Company, and the said **PAUL D. LAIR** acknowledged said instrument to be the free act and deed of said Limited Liability Company.

SWORN TO AND SUBSCRIBED before me, Notary, on this 28th day of May, 2008



A handwritten signature in cursive script, appearing to read 'Marc David Tausend', written over a horizontal line.

Notary Public in and for said
County and State

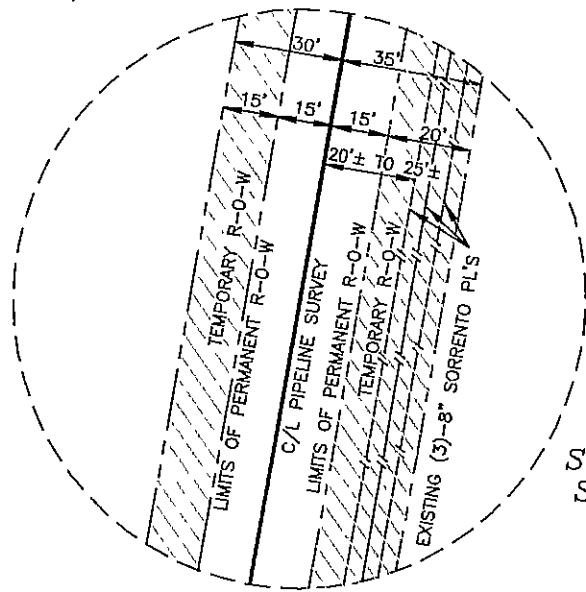
ST. CHARLES PARISH, LOUISIANA
SECTION 21, T12S-R8E
TRACT NO. SC-9.0

GRAVITY DRAINAGE
DISTRICT NO. 2

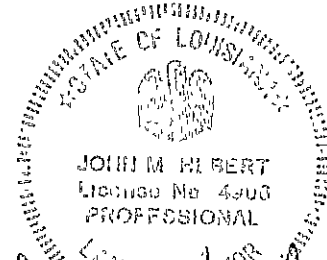
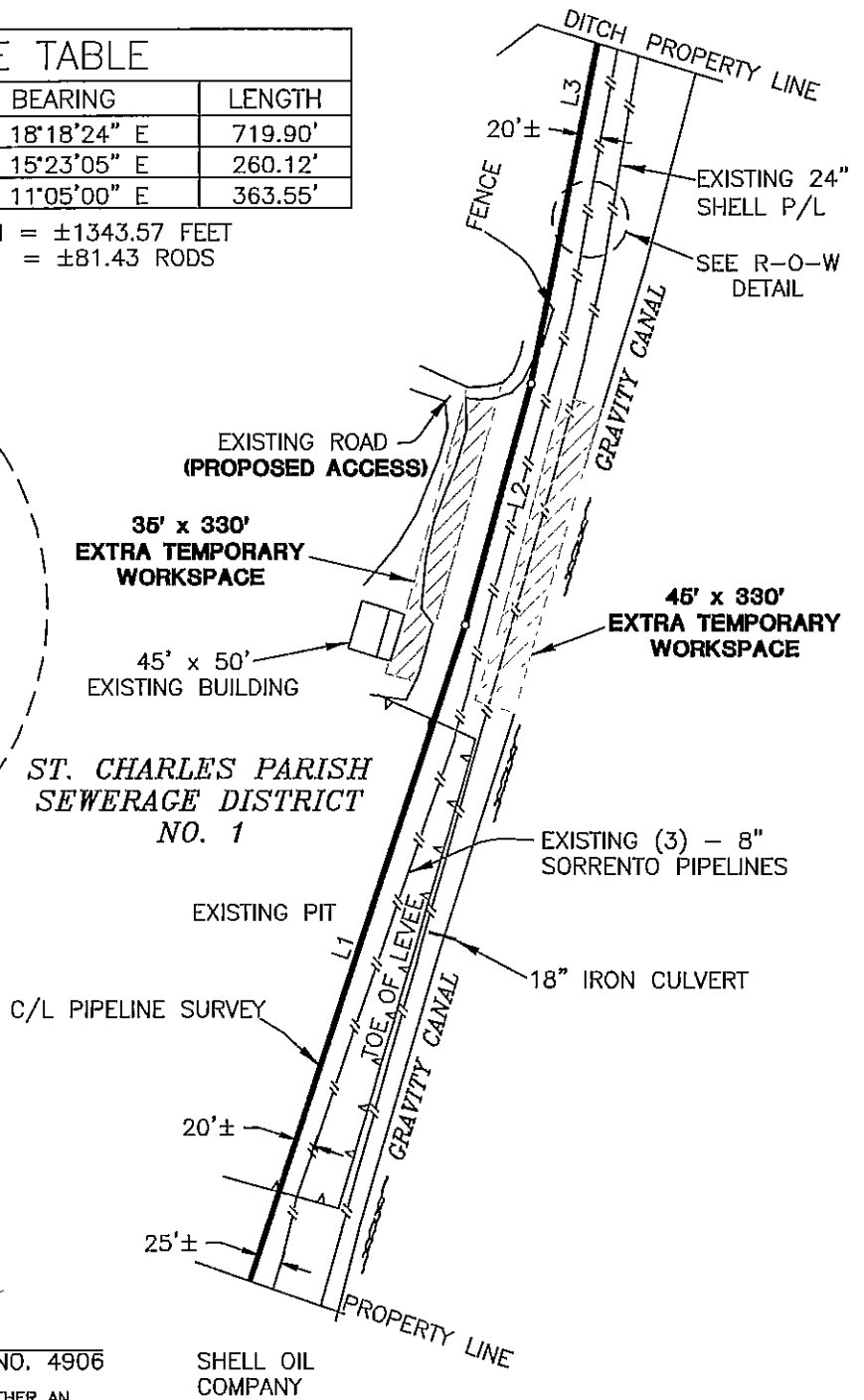
LOUISIANA COORDINATE SYSTEM
(1983 SOUTH ZONE)

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 18°18'24" E	719.90'
L2	N 15°23'05" E	260.12'
L3	N 11°05'00" E	363.55'

TOTAL LENGTH = ±1343.57 FEET
= ±81.43 RODS



R-O-W DETAIL
N.T.S.



APPROVED: *John M. Hebert*
JOHN M. HEBERT, LA. LICENSE NO. 4906

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

EXHIBIT "A"

NO ON-THE-GROUND EFFORT HAS BEEN MADE TO LOCATE AND INDICATE ALL CABLES, PIPELINES, UTILITIES, ETC. CROSSED BY THE PROPOSED PROJECT; THEREFORE, MORRIS P. HEBERT, INC. IS NOT RESPONSIBLE FOR ANY NOT LOCATED DURING THE COURSE OF THE PROJECT.

GRAPHIC SCALE



NOTE: THIS PLAT WAS PREPARED FOR RIGHT-OF-WAY PURPOSES ONLY, AND 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 PROFESSIONAL ENGINEERING AND LAND SURVEYING BOARD.

NO	DATE	REV. BY:	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



SURVEYING • ENGINEERING • ENVIRONMENTAL SERVICES • FIELD SERVICES • GIS
P.O. BOX 3106 • 283 CORPORATE DRIVE • HOUMA, LOUISIANA 70361 • (985) 879-2731
10101 SOUTHWEST FREEWAY • SUITE 400 • HOUSTON, TEXAS 77074 • (713) 219-1470

DRAWN BY: CJG	SHEET: 11
CHKD/APPD. BY: KDT/JMH	SCALE: 1" = 200'
UPDATED BY: MAS	DATE: 9/24/07
DATA BASE: 9580	JOB NO. 9580
MPH CAD FILE: 13604-RE-011.DWG	

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