

Ord.

2015-0401

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

ORDINANCE NO. 15-11-20

An ordinance to approve and authorize the Parish President to execute a perpetual Right-of-Way and Servitude Agreement on behalf of St. Charles Parish Sewerage District No. 1 as Grantor, in favor of Maurepas Pipeline, LLC as Grantee, across one (1) tract of land in Section 21, Township 12 South, Range 8 East.

WHEREAS, permanent access is needed for the construction and maintenance of one 6" Olefins pipeline, one 12" VGO pipeline and one 24" Crude Oil pipeline; and,

WHEREAS, Said tract is more particularly described as Exhibit "A" in the Right-of-Way and Servitude Agreement attached hereto and made a part hereof, from St. Charles Parish Sewerage District No. 1 of St. Charles Parish as Grantor, to Maurepas Pipeline, LLC, as Grantee; and,

WHEREAS, Maurepas Pipeline, LLC, as Grantee will undertake construction of the three (3) pipelines referenced above and will install and maintain said pipelines under the terms and conditions of the Right-of-Way and Servitude Agreement and the requirements of the Parish of St. Charles Department of Public Works Project Permit No. 2015-07 attached to and made a part hereof.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Parish President is hereby authorized to execute the perpetual Right-of-Way and Servitude Agreement on behalf of St. Charles Parish Sewerage District No. 1 as Grantor, in favor of Maurepas Pipeline, LLC as Grantee, across one (1) tract of land in Section 21, Township 12 South, Range 8 East.

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

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

And the ordinance was declared adopted the 2nd day of November, 2015, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____
SECRETARY: _____
DLVD/PARISH PRESIDENT: 11-3-15
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: 11-3-15
AT: S.44pr RECD BY: [Signature]

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON December 4, 2015
AS ENTRY NO. 411114
IN MORTGAGE/CONVEYANCE BOOK
NO. 825 FOLIO 602

PARISH OF ST. CHARLES

RIGHT-OF-WAY AND SERVITUDE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and adequacy of which consideration are hereby acknowledged, **ST. CHARLES PARISH SEWERAGE DISTRICT NO. 1**, herein represented by V. J. St. Pierre, Jr., its Parish President, whose mailing address is P. O. Box 302, Hahnville, Louisiana 70057, and pursuant to Ordinance No. 15-11-20, adopted by St. Charles Parish Council on November 2, 2015, a copy of which is attached hereto and made a part hereof, ("Grantor"), does hereby grant and convey unto **MAUREPAS PIPELINE, LLC**, a Delaware Limited Liability Company, with offices at 3030 NW Expressway, Suite 1100, Oklahoma City, Oklahoma 73112, ("Grantee"), its successors and assigns, a right-of way and servitude being thirty feet (30') in width, with the location of the centerline of said right-of-way and servitude as depicted on Exhibit "A", attached hereto and made a part hereof (the "Servitude") to survey, lay, construct, maintain, use, alter, inspect, operate, repair, replace, and remove one or more pipelines, and related appurtenances, for the transportation of oil, natural gas, other gases, water, liquids, or hydrocarbons together with such markers, signs, vents, cathodic protection leads, test stations, and other associated or necessary appurtenances, as deemed necessary or desirable by Grantee, upon, over, through and under lands situated in St. Charles Parish, Louisiana, to wit:

That certain tract or parcel of land situated in Sections 6 and 21, Township 12 South, Range 8 East, St. Charles Parish, Louisiana, and being more particularly described in that certain Cash Sale, dated October 21, 1958, recorded in Conveyance Book 25, Page 188, under Entry Number 19506 and that certain Act of Sale, dated March 3, 1976, recorded in Conveyance Book 173, Page 290, Entry Number 51472 all in the Conveyance Records for St. Charles Parish, Louisiana.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns subject to the following terms and conditions:

A) Grantor and Grantee agree:

(1) that Grantee shall pay for any damage to fences, crops or timber, that may result from Grantee's exercise of any of the rights and privileges hereby granted; but after the pipeline(s) has/have been constructed, Grantee shall not thereafter be liable for any damages

resulting from trimming, removing or mowing trees, brush, or undergrowth from or within the Servitude and shall not be liable for any damage to personal property or improvements which are prohibited within the Servitude under the terms of this Right-of-Way and Servitude Agreement ("Agreement"); and

(2) that, if the above described lands are under mortgage, the recited consideration, or any part thereof, may be made jointly to Grantor and the mortgagee(s) of record.

B) In addition to and in furtherance of the rights stated above, Grantee has the right:

(1) of ingress to and egress from the Servitude, as defined above, and the temporary right-of-way workspace, as defined below, in order to effect Grantee's rights granted by this Agreement, at will of Grantee; and

(2) from time to time to mow and otherwise clear and maintain the Servitude and right-of-way area and to cut and remove all trees, undergrowth and other obstructions that may injure, endanger, or interfere with the rights of Grantee hereunder; and

(3) subject to all of the provisions of this instrument, to use any and all roads now existing or which may hereafter be constructed on the above described land, provided, however, that if Grantee uses existing roads, Grantee will, except for normal wear and tear, repair any damage done thereto by Grantee; and

(4) to use temporary right-of-way workspace during construction of the pipeline(s) or associated facilities as depicted on Exhibit "A", attached hereto. This temporary right-of-way workspace shall terminate three hundred sixty-five (365) days, unless extended by Force Majeure, from the date pipe stringing begins on Grantor's property.

Except as may be specifically otherwise provided in this Agreement, neither party shall be liable for delays in performance or for non-performance directly occasioned or caused by force majeure. The term "Force Majeure," as used in this Agreement, shall mean causes beyond the reasonable control of the party claiming to be affected thereby, including, without limitation, acts of God, storms, war, fire, strikes, lockouts or differences with workers, acts of the public enemy, insurrections, riots, tropical disturbances which are given names by the United States National Hurricane Center, breakage of or damage to machinery or lines of pipe, inability to obtain easements, servitudes or rights of way or pipeline tie-ins, adverse market conditions, or rules or regulations of any governmental authority asserting jurisdiction or control, compliance with which makes continuance of operations impossible. Additionally, should conditions at the Servitude, in the reasonable opinion of Grantee, become such that a continuation of operations would be unduly hazardous, Grantee may suspend operations and such suspension shall be considered a Force Majeure event.

C) Grantee must:

(1) bury the pipeline(s), excluding appurtenant facilities that are customarily located above grade, at a minimum depth of thirty six (36) inches except in areas of consolidated rock where the minimum depth will be eighteen (18) inches; and

(2) GRANTEE AGREES TO INDEMNIFY AND HOLD GRANTOR HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, OR LOSSES BECAUSE OF INJURY OR DAMAGE TO THIRD PARTIES CAUSED BY THE GRANTEE'S 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 IS ANY CLAIM FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY CLAIM FOR THE DISCOVERY OF ADVERSE ENVIRONMENTAL CONDITIONS NOT CAUSED BY GRANTEE.

D) Grantor:

(1) may fully use and enjoy the above described lands encumbered by this Servitude, except that such use and enjoyment shall not create hazardous situations, hinder, conflict or interfere with the exercise of Grantee's rights hereunder; but

(2) may not construct, nor permit others to construct, any house, building, or other structure or obstructions on or over this Servitude without the prior written consent of the Grantee; or

(3) may not impound water or other substance, or

(4) may not make any other use of the above described lands which will unreasonably interfere with the rights conveyed to the Grantee herein.

(5) hereby warrants and agrees to defend title to the land on which this Servitude is given.

E) 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. Grantee may assign or transfer this Agreement in whole or in part, to one or more assignees.

F) It is distinctly understood and agreed that this does not constitute a conveyance of any part of the land above described nor of the minerals therein and thereunder, but grants only the right-of-way and servitude as above provided.

G) It is understood and agreed that Grantee shall be entitled to exercise any of the 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 of such rights.

H) This Agreement may be executed by signing the original or a counterpart thereof. If this instrument is executed in counterparts, all counterparts taken together shall have the same effect as if all parties had signed the same Agreement. This Agreement shall be binding upon each party executing the original or any counterpart thereof, regardless of whether all parties with an ownership interest in the above described lands join in the execution of this instrument.

I) This agreement shall be construed in accordance with and governed by the laws of the State of Louisiana, without regard to its conflict of law's provisions. This Agreement may not be modified orally, but only by an agreement in writing signed by the parties.

J) In case any provision in this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired thereby.

***** Remainder of this page intentionally left blank *****

IN WITNESS WHEREOF, GRANTOR has executed this Right of Way and Servitude

Agreement this 23rd day of NOVEMBER, 2015.

WITNESSES:

GRANTOR:

ST. CHARLES PARISH
SEWARAGE DISTRICT NO. 1

Dawn H. Higdon
Print Name: DAWN H. HIGDON

BY *V. J. St. Pierre, Jr.*
V. J. ST. PIERRE, JR.

Tristan Babin
Print Name: Tristan Babin

STATE OF LOUISIANA

PARISH OF ST. CHARLES

On this 23rd day of NOVEMBER, 2015, before me personally appeared DAWN H. HIGDON, who, being by me duly sworn, stated under oath that he/she was one of the subscribing witnesses to the foregoing instrument and that the same was signed by V. J. ST. PIERRE, JR., PARISH PRESIDENT and that the foregoing instrument was signed in his/her presence and in the presence of the other subscribing witness.

Dawn H. Higdon

Leon C. Vialoff

Notary Public, State of Louisiana
Printed Name: LEON C VIALOFF
Notary ID No.: 13061
My Commission Expires: AT DEATH

IN WITNESS WHEREOF, GRANTEE has executed this Right of Way and Servitude

Agreement this 19th day of November, 2015.

WITNESSES:

GRANTEE:

MAUREPAS PIPELINE, LLC
By: MAUREPAS HOLDING, LLC,
Its sole member
By: SemDevelopment, L.L.C

[Signature]
Print Name: DURHAM C. KOLLE

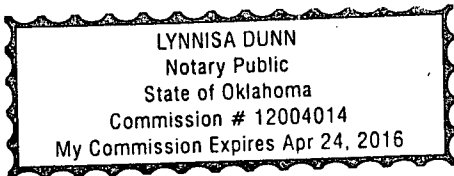
BY: [Signature]
ALLAN L. DYE
DIRECTOR LAND SERVICES

[Signature]
Print Name: Paula Grimes-Heath

STATE OF OKLAHOMA

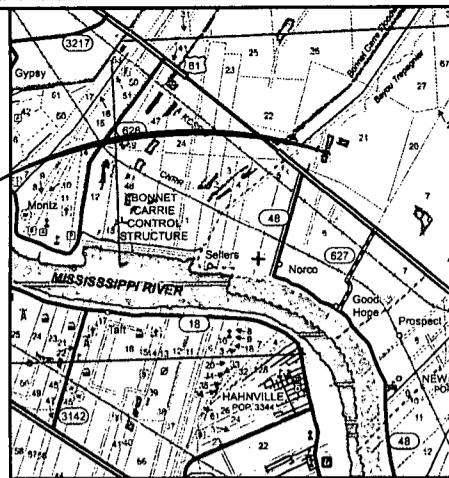
COUNTY OF OKLAHOMA

On this 19th day of November, 2015, before me, Notary, personally came and appeared **ALLAN L. DYE**, to me known, who, being by me first duly sworn, did say that he is the **DIRECTOR LAND SERVICES** of **MAUREPAS PIPELINE, LLC**, and that the foregoing instrument was signed on behalf of said limited liability company by its **DIRECTOR LAND SERVICES** and that he/she acknowledged this instrument to be the free act and deed of said limited liability company.



[Signature]
Notary Public
[Signature]
(typed or printed name)
Notary ID No. 12004014
My Commission Expires: APR 24, 2016

EXHIBIT "A"



VICINITY MAP
LADOTD - ST. CHARLES

ST. CHARLES PARISH
SEWERAGE DISTRICT NO. 1
LA-SC-318.02

TRAVERSE SCHEDULE

NUM	BEARING	DIST.
L1	S 34°00'54" E	103.59'

TOTAL THIS SHEET = 103.59'

STATE PLANE COORDINATES

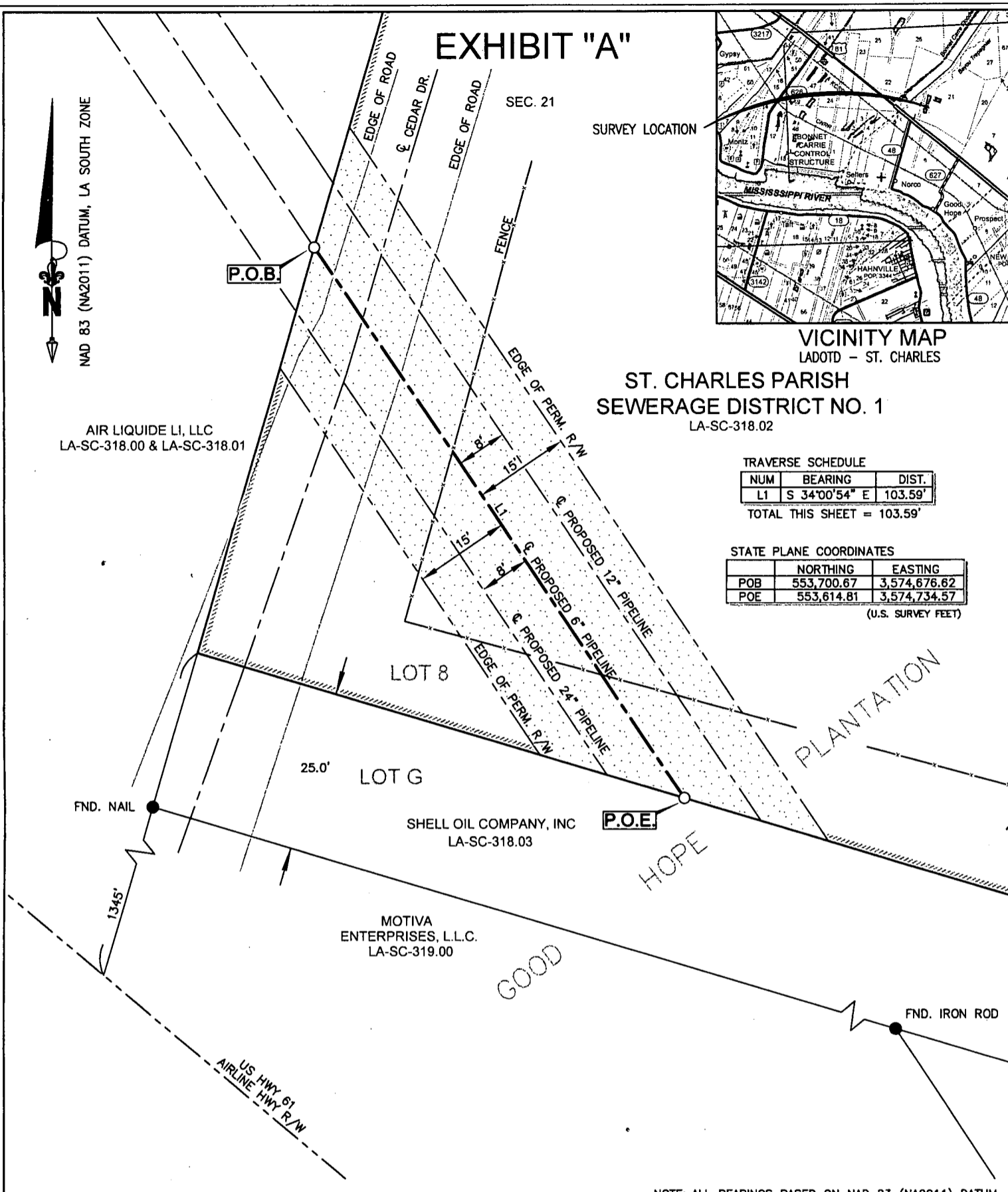
	NORTHING	EASTING
POB	553,700.67	3,574,676.62
POE	553,614.81	3,574,734.57

(U.S. SURVEY FEET)



NAD 83 (NA2011) DATUM, LA SOUTH ZONE

AIR LIQUIDE LI, LLC
LA-SC-318.00 & LA-SC-318.01



NOTE: ALL BEARINGS BASED ON NAD 83 (NA2011) DATUM.

THIS PLAT REPRESENTS MY SURVEY AND MEETS THE STANDARDS OF PRACTICE FOR A ROUTE SURVEY AS STIPULATED IN THE "LOUISIANA ADMINISTRATIVE CODE", TITLE 46, PART LXI.

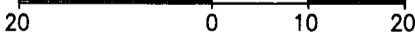
THIS PLAT IS FOR RIGHT OF WAY PURPOSES ONLY AND DOES NOT REPRESENT A PROPERTY BOUNDARY SURVEY.

LINEAR DIST. 103.59 FT. = 6.28 RODS
30' PERMANENT R/W - 0.071 AC.
TOTAL - 0.071 AC.

By *Matthew John Fore*
MATTHEW JOHN FORE
LOUISIANA REGISTRATION NUMBER 4941
601 MAIN ST. FRANKLIN, LA. 70538
PHONE (337) 828-1950

PLAN SCALE

SCALE: 1"=20'



REVISED BY:	DATE:

MAUREPAS PIPELINE, LLC PROPOSED 6", 12", & 24" PIPELINE RIGHT-OF-WAY

ACROSS THE PROPERTY OF
ST. CHARLES PARISH SEWERAGE DISTRICT NO. 1

LA-SC-318.02
SECTION 21, T12S-R08E

ST. CHARLES PARISH, LOUISIANA
SOUTHEASTERN LAND DISTRICT (E. OF RIVER)

DATE: 06-29-15
JOB#: 13790
FILENAME: LA-SC-318.02.DWG
SHEET 1 OF 1

PREPARED BY: MILLER ENGINEERS & ASSOCIATES, INC.
FRANKLIN, LOUISIANA
337-828-1950