

Aegis Ethane Pipeline Project – Seg. 3  
Tract #: LA-SC-0010.00070  
LA-SC-0010.00070-ABT-W  
St. Charles Parish, Louisiana

### TEMPORARY ROAD ACCESS AGREEMENT

STATE OF LOUISIANA

PARISH OF ST. CHARLES

THIS ROAD ACCESS AGREEMENT (hereinafter called "Agreement"), made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 2014, by and between **ST. CHARLES PARISH SEWERAGE DISTRICT NO. 1** (hereinafter called "Grantor") and **ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC, a Texas limited liability Company** (hereinafter called "Grantee");

#### WITNESSETH:

1. In consideration of the sum of Ten and 00/100 (\$10.00) Dollars, and other good and valuable consideration, and of the obligation herein undertaken by Grantee, Grantor hereby grants to Grantee, upon the terms and conditions hereinafter set forth, the right, but not exclusively, of entry and access in, to, through, on, over, under and across Grantor's property to use, improve and maintain existing road bed(s) (hereinafter called "Road(s)") traversing Grantor's property as more particularly described in Exhibits "A" and "B" attached hereto and incorporated herein.

2. This Agreement shall be limited to the property hereinabove described and shall be exercised only along the routes shown on Exhibits "A & B" and for a distance not exceeding fifteen (15') feet on either side of the center line of said Road(s). Grantee agrees to promptly repair any and all damage done to the Road(s), culverts and fences caused by the exercise of any rights granted hereby. Further, Grantee agrees to pay for any and all damage which may arise from the use of the Road(s).

3. This Agreement is provided for the sole purpose and non-exclusive use of the Road(s) to allow Grantee and its employees, designees, contractors, successors and assigns, and all those acting by or on behalf of it the right of ingress, egress, entry and access in, to, through, on, over, and across the Road(s) for the purposes of establishing, laying, constructing, installing, aligning, modifying, altering, substituting, and repairing of a pipeline located off of Grantor's lands during pipeline construction activities.

4. Grantee understands that Grantor has not inspected the condition of the Road(s) and surrounding properties. Grantee's right to enter the property and utilize the Road(s) is on an "AS IS" basis and at the sole risk of Grantee with respect to the condition of the property and the Road(s) in its current condition, with all defects, if any.

5. This Agreement and all of Grantee's rights hereunder shall terminate upon the completion of pipeline construction activities, but no longer than three (3) years from the date of execution herein. Upon the termination of this Agreement, Grantee shall have no further rights hereunder, and all improvements placed upon the property of Grantor by Grantee shall become the property of Grantor unless timely removed.

6. It is understood and agreed that this Agreement is intended to and confers only the rights herein specifically set out, and this instrument does not vest in Grantee any right, title, or interest in or to the land, or any minerals or mineral rights in, on, or under the premises above described, or any of the property of Grantor, or any right to construct buildings, lay pipelines, or explore for oil, gas, or other minerals thereon or thereunder, nor as requiring the consent of Grantee to any lease, grant, or other contract affecting either the land, minerals, or mineral rights in, on, or under, or in respect to, the above described property or any property of Grantor; and Grantor further reserves the right to use said property for any and all purposes not inconsistent with the rights granted herein, and without limiting the foregoing, expressly reserves the right to explore for, exploit, produce and transport minerals and to conduct mineral operations on said property, and to directionally drill for minerals under said property,

provided same is done in a manner which does not unduly interfere with the use of the Road(s) to be constructed hereunder.

7. It is agreed that said Road(s) are and shall continue to be a private roads owned by Grantor; and the rights herein granted shall extend to, and the Road(s) shall be used only by, Grantee, its employees, designees, contractors, successors and assigns, and all those acting by or on behalf of it, and Grantee shall not permit the use thereof by any other person, firm, or corporation without the prior written consent of Grantor, provided, however, that Grantor, its agents, servants, lessees, successors, or assignees, shall enjoy the right to use said Road(s) at any and all times.

8. For the purposes of all notices or other communications required or agreed hereunder, the following are the addresses of the parties hereto unless and until either party gives written notice to the other of a change of address:

Notice to Grantor shall be sent to:

St. Charles Parish Sewerage District No. 1  
100 River Oaks Road  
Destrehan, Louisiana 70047  
Attn: \_\_\_\_\_

Notice to Grantee shall be sent to:

Enterprise TE Products Pipeline Company LLC  
Attn: Land Dept.  
P.O. Box 4324  
Houston, Texas 77210-4324

9. Grantee shall have the right to assign this Agreement in whole or in part, in which event Grantor acknowledges and agrees that the assignee shall succeed to the rights and obligations of Grantee to the extent conveyed in such assignment.

TO HAVE AND TO HOLD the rights, privileges and authority hereby granted unto the Grantee, its successors and assigns, forever, and Grantor does hereby agree to warrant and defend said Agreement unto Grantee, its successors and assigns. This Agreement and all of its terms, provisions and obligations shall be covenants running with the land affected thereby and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns.

*{Signatures on following page}*

IN WITNESS WHEREOF, Grantor has executed this Temporary Road Access Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2014.

**GRANTOR**

**ST. CHARLES PARISH SEWERAGE  
DISTRICT NO. 1**

\_\_\_\_\_  
Witness

Printed name: \_\_\_\_\_

\_\_\_\_\_  
Witness

Printed name: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

**STATE OF** \_\_\_\_\_ **§**  
**PARISH OF** \_\_\_\_\_ **§**

BEFORE ME, the undersigned authority, personally came and appeared \_\_\_\_\_ by me being first duly sworn, deposed and said:

That \_\_\_\_\_ [he/she] is one of the witnesses to the execution of the forgoing instrument and that [he/she] saw \_\_\_\_\_ execute said instrument as \_\_\_\_\_ of the **St. Charles Parish Sewerage District No. 1** in the presence of appearer and the other subscribing witness.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name

Sworn to and subscribed before me on this the \_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Notary Commission Expires: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public for the State of : \_\_\_\_\_

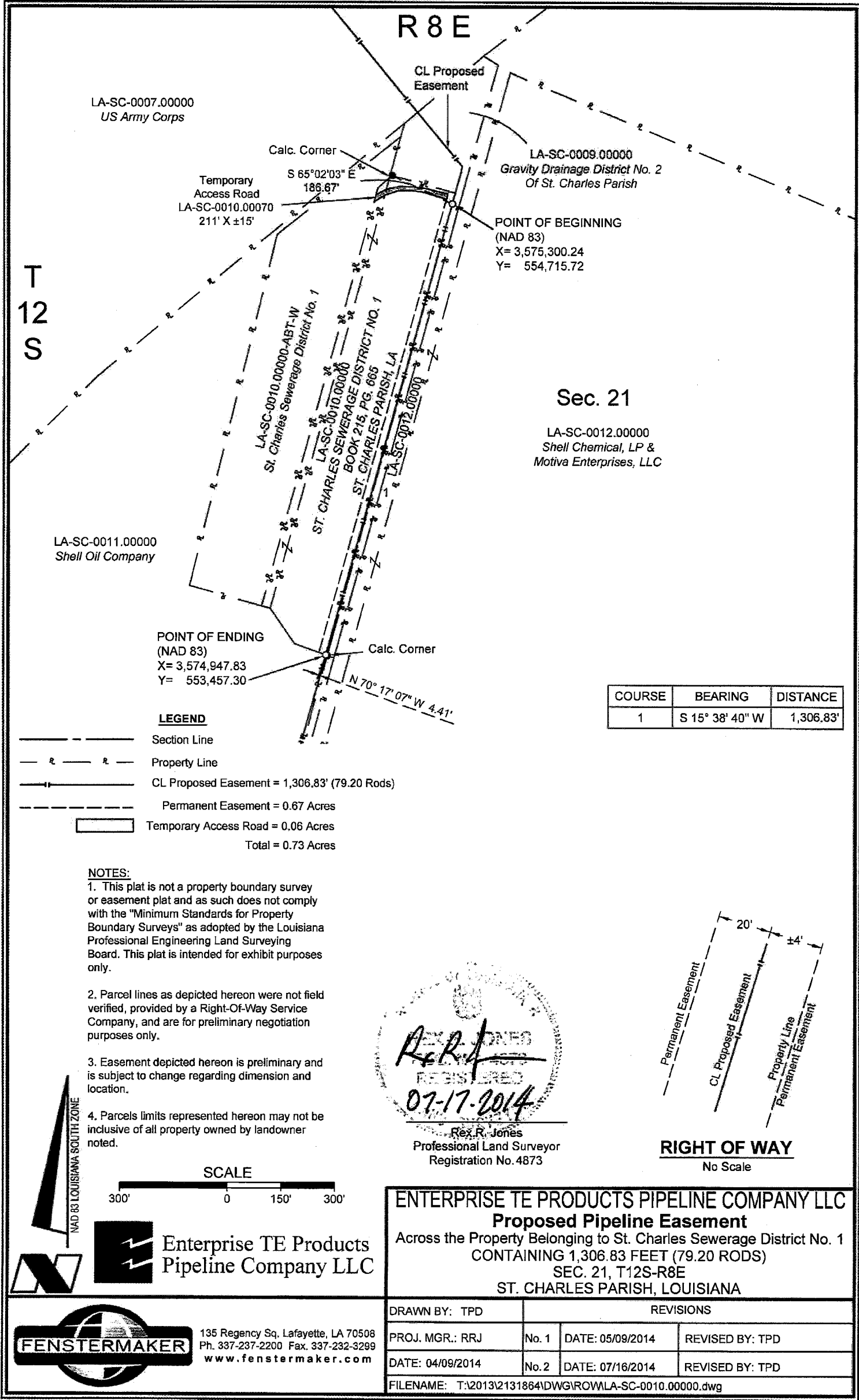
Printed name: \_\_\_\_\_

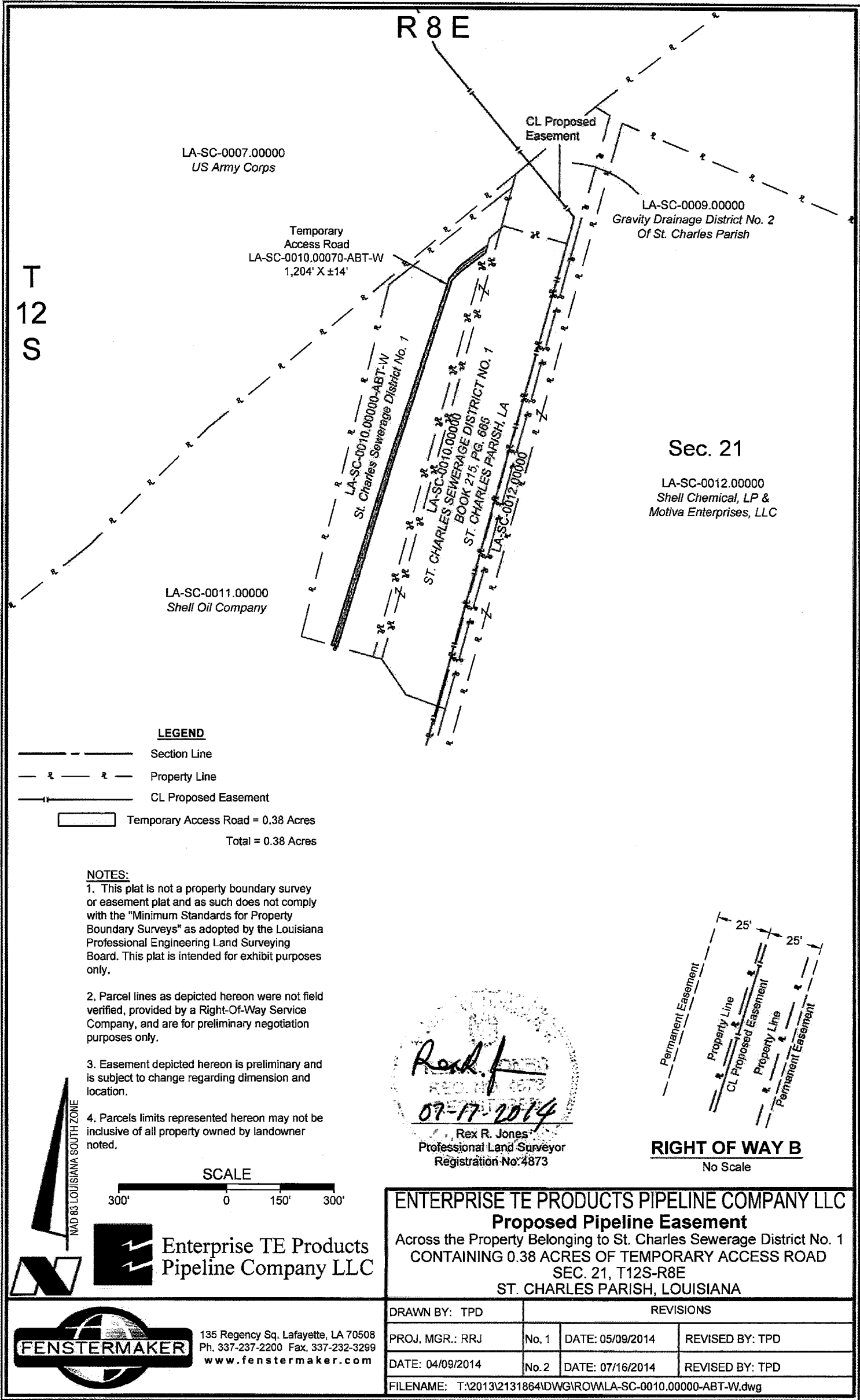
Tract # LA-SC-0010.00070  
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St. Charles Parish, Louisiana  
Aegis Ethane Pipeline Project, Segment 3  
Enterprise TE Products Pipeline Company LLC

**Exhibit "A"**

**The Easement for the pipeline will be located on the below described property along the approximate route and location as depicted on Exhibit "B" attached hereto and made a part hereof.**

**A certain tract or parcel of land situated in St. Charles Parish, Louisiana, containing 6.4 acres, more or less, located in Section 6, Township 12 South, Range 8 East, more particularly described in that certain Correction Deed, recorded November 10, 1978, Conveyance Book 215, Page 665, St. Charles Parish, Louisiana.**



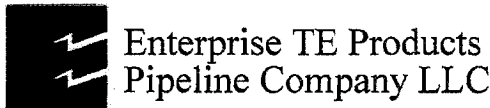
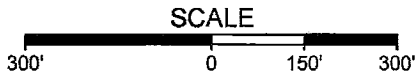
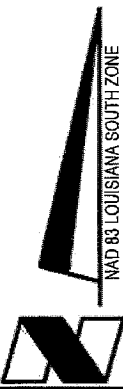
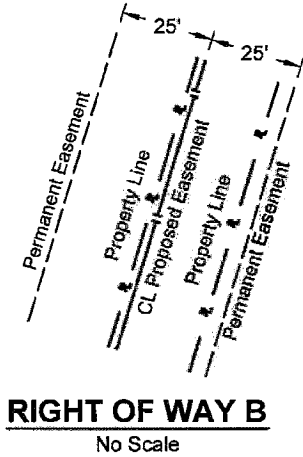


LEGEND

- Section Line
- Property Line
- CL Proposed Easement
- Temporary Access Road = 0.38 Acres  
Total = 0.38 Acres

- NOTES:
1. This plat is not a property boundary survey or easement plat 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 not field verified, provided by a Right-Of-Way Service Company, and are for preliminary negotiation purposes only.
  3. Easement depicted hereon is preliminary and is subject to change regarding dimension and location.
  4. Parcels limits represented hereon may not be inclusive of all property owned by landowner noted.

*Rex R. Jones*  
07-17-2014  
Rex R. Jones  
Professional Land Surveyor  
Registration No. 4873



135 Regency Sq. Lafayette, LA 70508  
Ph. 337-237-2200 Fax. 337-232-3299  
www.fenstermaker.com

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC  
**Proposed Pipeline Easement**  
Across the Property Belonging to St. Charles Sewerage District No. 1  
CONTAINING 0.38 ACRES OF TEMPORARY ACCESS ROAD  
SEC. 21, T12S-R8E  
ST. CHARLES PARISH, LOUISIANA

DRAWN BY: TPD		REVISIONS	
PROJ, MGR.: RRJ	No. 1	DATE: 05/09/2014	REVISED BY: TPD
DATE: 04/09/2014	No. 2	DATE: 07/16/2014	REVISED BY: TPD
FILENAME: T:\2013\2131864\DWG\ROWLA-SC-0010.00000-ABT-W.dwg			