

2024-0243

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

ORDINANCE NO. 24-7-17

An ordinance approving and authorizing the execution of a Servitude Agreement by and between Entergy Louisiana, LLC, and St. Charles Parish for a 46,738 square foot perpetual drainage servitude designated as P-101 and a 6,564 square foot temporary construction servitude designated as T-101 over property owned by Entergy Louisiana, LLC, for the Montz Pump Station and Drainage Modification Project.

WHEREAS, the community of Montz, St. Charles Parish, Louisiana has a history of drainage problems; and,

WHEREAS, hydrology and engineering analyses were completed in the Montz watershed area, which produced recommendations to improve the drainage in said area by constructing pump stations, cleaning canals, modifying and constructing additional drainage ditches and berms; and,

WHEREAS, it is necessary for St. Charles Parish to acquire the identified real estate interest in order for St. Charles Parish to construct, operate, and maintain the Montz Pump Station and Drainage Modification Project to protect the property owners in the Montz community; and,

WHEREAS, properties are more particularly described on the Survey Plat of a Perpetual Drainage Servitude & a 13' Temporary Construction Servitude of the L.N. Bougere Tract and Prescott Lot 1, dated October 24, 2023, prepared by Stephen P. Flynn, attached hereto and made a part hereof; and,

WHEREAS, St. Charles Parish and Entergy Louisiana, LLC, have reached an agreement that benefits the residents of St. Charles Parish; and,

WHEREAS, Entergy Louisiana, LLC, has agreed to waive compensation and grant the necessary real estate interests to construct the project to St. Charles Parish.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Servitude Agreement by Entergy Louisiana, LLC, to St. Charles Parish for a 46,738 square foot perpetual drainage servitude designated as P-101 and a 6,564 square foot temporary construction servitude designated as T-101, as more fully shown on the Survey Plat of a Perpetual Drainage Servitude & a 13' Temporary Construction Servitude of the L.N. Bougere Tract and Prescott Lot 1, dated October 24, 2023, prepared by Stephen P. Flynn, is hereby approved and accepted.

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

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 the 22nd day of July, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher

SECRETARY: Michelle Dupratato

DLVD/PARISH PRESIDENT: July 23, 2024

APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell

RET/SECRETARY: July 24, 2024

AT: 8:44 am RECD BY: [Signature]

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON 9/20/2024
AS INSTRUMENT NO. 484252
IN MORTGAGE CONVEYANCE/OATH BOOK

SERVITUDE AGREEMENT

This Servitude Agreement (the “Agreement”) is made, as of the 13th day of September, 2024 (the “Effective Date”), by and between **ENTERGY LOUISIANA, LLC**, a Texas limited liability company (the “Grantor”), and **ST. CHARLES PARISH**, a political subdivision of the State of Louisiana, herein represented by Matthew Jewell, its Parish President (the “Grantee”).

RECITALS:

WHEREAS, Grantor owns certain property located in St. Charles Parish, Louisiana, more fully described on **Exhibit A** attached hereto (the “Grantor Property”);

WHEREAS, Grantee has requested a right and servitude over and across the Grantor Property for the purpose of a berm and drainage ditch with culverts crossing the entirely perpendicular length of the Grantor Property parallel to Highway 61. Grantor has agreed to grant such right and servitude, upon the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants, representations and warranties made herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, agree as follows:

1.0 Servitude.

1.01. Perpetual and Temporary Servitudes.

A. Perpetual Right of Use, Servitude, and Easement for Construction & Maintenance of Drainage Channel and Berm: Grantor hereby grants Grantee, and Grantee’s heirs, successors and permitted assigns a perpetual and assignable right of use, servitude, and easement in the described lands identified as Parcel P-101 to locate, construct, maintain, repair, operate, patrol and replace a berm and drainage channel, including all appurtenances and improvements required to service and maintain the berm and drainage channel; reserving, however to Grantor, its heirs, and assigns, all such rights and privileges in the land as may be used without interfering with or abridging the rights, servitude and easement hereby acquired; subject however, to existing easements for public roads and highways, public utilities, railroads, and pipelines (the “Perpetual Drainage Servitude”) over, on and across that portion of the Grantor Property described in **Exhibit B** and as further shown on Survey Plat of a Perpetual Drainage Servitude & a 13’ Temporary Construction Servitude of the L.N. Bougere Tract and Prescott Lot 1 attached hereto as **Exhibit C** (the “Perpetual Servitude Area”) for the purpose of a berm and drainage ditch (the “Servitude Purpose”), subject to the terms and conditions set forth herein.

B. Temporary Right of Use, Servitude, and Easement for Construction & Access: Grantor hereby grants Grantee, and Grantee’s heirs, successors and permitted assigns a temporary right of use, servitude, and easement in the described lands identified as T-101, for a period of three (3) years commencing on January 1, 2025 for temporary construction and access, including the right to move, store and remove equipment and supplies,

and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the Perpetual Servitude for the Montz Drainage Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles; reserving, however, to Grantor, its heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines (the “**Temporary Construction Servitude**” and together with the Perpetual Servitude, the “**Servitude**”) over, on and across that portion of the Grantor Property described in **Exhibit B** and as further shown on Survey Plat of a Perpetual Drainage Servitude & a 13’ Temporary Construction Servitude of the L.N. Bougere Tract and Prescott Lot 1 attached hereto as **Exhibit C** (the “**Temporary Servitude Area**” and together with the Perpetual Servitude Area, the “**Servitude Area**”) for the Servitude Purpose, subject to the terms and conditions set forth herein.

1.02. Grantee acknowledges and agrees that the purpose of the Servitude is limited to Servitude Purpose, and that Grantor has not granted Grantee the right to conduct any other activities on the Servitude Area (or the Grantor Property) including, without limitation, any of the following: performing an environmental assessment (including, without limitation, performing a Phase I or Phase II environmental site assessment on the Grantor Property); constructing on the Servitude Area any buildings, permanent roads, structures or facilities; or installing any permanent or temporary equipment or fixtures on the Servitude Area other than those required for the Servitude Purpose. Grantee’s activities in the Servitude Area shall conform to the specifications indicated in the Culvert Loading Memorandum in **Exhibit D** attached hereto.

1.03. Grantee shall keep the Grantor Property free and clear of all liens or other encumbrances that may arise out of the Servitude and shall promptly discharge any such liens or encumbrances. Grantee shall be liable for any liens or other encumbrances on the Grantor Property arising out of or related to Grantee’s activities.

1.04. Grantee shall comply with all federal, state and local laws, ordinances, rules and regulations (collectively, “**Laws**”) that apply to the Grantor Property, to the activities of Grantee on the Servitude Area and the Grantor Property, and to Grantee generally, including, without limitation, those Laws relating to wetlands and the environment, the National Electrical Safety Code and the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651, et seq. Grantee shall have in force, and will be in compliance with, all licenses, permits, authorizations, certifications and other approvals (collectively, “**Permits**”) required by governmental agencies under applicable Law or that are customary and prudent based on good industry practices applicable to the industry in which Grantee participates.

1.05 Grantee shall not Release any Waste Materials at, in, on, under or within the Servitude Area or the Grantor Property. For the purposes of this Agreement, “**Release**” means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, depositing or disposing; “**Hazardous Substances**” means all explosive or regulated radioactive materials, wastes or substances, hazardous or toxic materials, wastes or chemicals, petroleum and petroleum products (including crude oil or any fraction thereof), asbestos or asbestos

containing materials, and all other materials, chemicals or substances which are regulated by, for the basis of liability or are defined as hazardous, extremely hazardous, toxic or words of similar import, under any Law related to the environment or public health and safety, including, without limitation, materials listed in 49 C.F.R. Section 172.101 and materials defined as hazardous substances pursuant to Section 101(14) of CERCLA; and “**Waste Materials**” means any Hazardous Substances, trash, garbage, debris, waste or otherwise discarded or abandoned materials.

1.06 Grantee releases Grantor from any liability associated with the exercise of the rights or performance of the obligations of Grantee pursuant to this Section 1. Grantee shall be solely responsible for, and shall repair, any and all damage to the Servitude Area and the Grantor Property (including, without limitation, any Release of Waste Materials), at its sole cost, arising from or related to any action or omission of Grantee, or any of its employees, contractors, subcontractors, representatives or agents, tenants or invitees. Grantee shall promptly notify Grantor of any such damage.

1.07 Grantor waives the right to just compensation for rights to the Servitude granted herein.

2.0 **Cease and Desist.** Grantor shall have the right, in its sole discretion, to direct that Grantee cease and desist any particular activity upon the Servitude Area that may create a hazard to persons or property or potentially interfere with Grantor’s operations on the Grantor Property, and Grantee shall be obligated to comply therewith within one (1) day after receipt of notice from Grantor.

3.0 **No Warranties; Release.**

3.01. Grantee acknowledges that Grantor makes no warranties or representations, express or implied, with respect to the Servitude Area or the Grantor Property, including without limitation to any aspect of the title or legal status thereof or any rights-of-way, servitudes, leases, liens, mortgages or other encumbrances thereon.

3.02. Grantee acknowledges that Grantor makes no (a) warranties or representations, express or implied, with respect to any aspect of the physical condition of the Servitude Area or the Grantor Property, including, without limitation, with respect to the presence or absence of Hazardous Substances, (b) warranties of fitness, condition, quality or habitability with respect to the Servitude Area or (c) warranties against hidden or latent defects, all of which are expressly and fully waived by Grantee. Furthermore, Grantee acknowledges that Grantor has no obligation to provide, repair or maintain any road or passageway over the Servitude Area.

3.03. Grantee assumes all risks related to the condition of the Servitude Area and the Grantor Property as it relates to the use under this Agreement.

3.04. Grantee acknowledges that there may be overhead wires and related fixtures supported by structures on the Servitude Area and the Grantor Property which are conductors of electricity, and that no person or object in contact with a person may touch or be brought in close proximity to such wires or fixtures on such structures, and to do so, or to permit

such, could endanger the life of the person or persons so doing, and Grantor shall be indemnified by Grantee from any injury, death or Losses resulting therefrom in accordance with the indemnity provisions set forth in Section 4. Grantee acknowledges that the height of Grantor's electric lines varies depending upon weather and/or load conditions so that Grantee will be required to monitor the height of said lines throughout Grantee's operations. Additionally, if the height of Grantee's equipment or any extension thereof, or part thereof, can possibly be raised to a height above the maximum allowed by all applicable regulations or standards (i.e., the National Electrical Safety Code) or which could endanger property or the life of the person or persons so doing, such equipment shall be provided with guard chains or other devices limiting movable parts of the equipment to the maximum height provided by all applicable regulations and standards (unless prudence dictates that a lesser height should be imposed), and no equipment will be operated or permitted upon any part of the Servitude Area or the Grantor Property that does not comply herewith. Grantee acknowledges that Grantor has no obligation to monitor Grantee's activities or to assure that Grantee or any of its employees, contractors, subcontractors, representatives or agents are complying with the provisions of this Section 3.04. Grantee acknowledges and agrees for itself and on behalf of its employees, contractors, subcontractors, representatives and agents that Grantee shall use the highest degree of care when operating equipment under or near the electric lines of Grantor so as not to cause damage to or outages on or interruption of service by said electric lines and also to insure the safety of the employees, contractors, subcontractors, representatives or agents of Grantee.

4.0 Indemnity.

4.01 Grantee shall indemnify and defend Grantor and its affiliates and associated companies and their respective stockholders, members, managers, officers, directors, employees, agents, successors and assigns (the "Grantor Indemnitees") against, and shall hold them harmless from, any and all liabilities, losses, damages (including punitive, compensatory and consequential damages), claims (including third party claims), charges, interest, penalties, fines, settlement payments, awards, judgments, taxes, diminution in value, fees, costs and expenses (including legal, consultant, accounting and other professional fees, costs of sampling, testing, investigation, removal, treatment and remediation of contamination and fees and costs incurred in enforcing rights under this Section 4) (collectively, "Losses") resulting from, arising out of, related to or incurred by any Grantor Indemnitee in connection with, or otherwise with respect to: (a) the failure of any representation and warranty or other statement of Grantee contained in this Agreement to be true and correct in all respects; (b) any breach of any covenant or agreement of Grantee contained in this Agreement; (c) any injury or damage to property or employees, contractors, subcontractors, representatives or agents, or tenants or invitees of Grantee used on or employed in the activities of Grantee on the Servitude Area or the Grantor Property; (d) any injury or damage to any property, wherever located and including, without limitation, the Grantor Property, or person which is caused by, arises out of or is related to any act or omission of Grantee or any of its employees, contractors, subcontractors, representatives or agents; (e) the Release of Waste Materials at, in, on, under or within the Servitude Area or the Grantor Property arising out of or related to any act or omission of Grantee or any of its employees, contractors, subcontractors, representatives or agents; and (f) the failure of Grantee to obtain, maintain or comply with all applicable Permits or to comply with all applicable Laws.

4.02 Grantor shall promptly notify Grantee in writing of any claim, event or fact that may give rise to a claim by a Grantor Indemnitee against Grantee based on this Agreement, stating the nature and basis of the claim, event or fact and the amount, to the extent known; provided, however, that the failure to promptly give such notice shall relieve Grantee of its obligation to indemnify any such Grantor Indemnitee only to the extent that Grantee has been actually prejudiced by the failure to give such notice as provided herein. If a third party makes a claim or brings any action, Grantor shall include such information in the notice. If Grantee wishes to assume the defense of such third-party claim, it shall do so by sending notice of the assumption of defense to Grantor. Grantee's assumption of the defense acknowledges its obligation to indemnify. Promptly after sending the notice, Grantee shall choose and employ independent legal counsel acceptable to Grantor. Notwithstanding anything contained herein to the contrary, Grantor or the applicable Grantor Indemnitee is entitled to participate in the defense of a third party claim, and to defend a third party claim with counsel of its choosing and without participation of Grantee (a) if Grantee fails or refuses to defend the third party claim on or before the fifteenth (15th) day after Grantor has given written notice to Grantee of the third party claim or (b) if in the reasonable judgment of Grantor, such third party claim or the litigation or its resolution involves an issue or matter that could have a material adverse effect on the business, operations, assets, properties or prospects of Grantor or any of its affiliates or associated companies, individually or in the aggregate. If Grantee assumes the defense of a third-party claim, it may not effect any compromise or settlement of such claim without the consent of Grantor and Grantor has no liability with respect to any compromise or settlement of such claim effected without its consent. Notwithstanding anything to the contrary herein, Grantee shall not indemnify Grantor for Grantor's negligence or intentional misconduct.

4.03 The representations, warranties and covenants (including, without limitation, the indemnification provisions of this Section 4) of Grantee contained herein shall survive the termination or expiration of this Agreement for any reason.

5.0 Insurance.

5.01. Without limiting any obligations or liabilities of Grantee under this Agreement, Grantee shall provide and maintain for the term of this Agreement, at its own expense, insurance coverages in forms and amounts that Grantee believes will adequately protect it, but in no case less than:

A. Workers' Compensation Insurance in accordance with all applicable state, federal and maritime laws, including Employer's Liability Insurance in the amount of \$1,000,000 for each accident, \$1,000,000 Disease policy limit and \$1,000,000 Disease each employee. The policy shall be endorsed to include a waiver of subrogation in favor of Grantor and its affiliated and associated companies. Notwithstanding applicable statutory exemptions, Workers' Compensation Insurance shall be maintained regardless of the number of employees employed by Grantee or the type of work performed.

B. Commercial General Liability Insurance including Contractual Liability Coverage, subject to the terms and conditions of the policy, covering liability assumed (including, but not limited to, liability of Grantor and its affiliated and associated companies),

Contractor's Protective Liability Coverage for work sublet, Products/Completed Operations Coverage, Broad Form Property Liability Coverage, Personal Injury Liability Coverage and Explosion, Collapse and Underground "XCU" Hazards in the minimum amount of \$1,000,000 per occurrence for Bodily Injury and Property Damage.

C. Comprehensive Automobile Liability Insurance including all owned, hired, leased, assigned and non-owned vehicles, with a minimum combined single limit of \$1,000,000 per accident.

D. Excess/Umbrella Liability Insurance following the form of the liability insurance as required in paragraphs (A), (B) and (C), above, in the minimum amount of \$5,000,000 per occurrence.

5.02. Grantee's insurance policies required by paragraphs 5.01.B. through 5.01.D. above shall include Grantor and its affiliated and associated companies as additional insureds with respect to Grantee's liability arising from all acts performed or permitted under this Agreement. Grantee hereby waives all rights of recourse, including any right to which another may be subrogated, against Grantor and its affiliated and associated companies for personal injury, including death, and property damage. All of Grantee's policies of insurance shall be primary insurance and noncontributing with any other insurance maintained by Grantor. The policies shall provide Grantor with thirty (30) days' prior written notice of cancellation. Grantee shall provide Grantor with Certificates of Insurance issued to Grantor evidencing coverage currently in effect upon execution of this Agreement and for the duration of this Agreement.

5.03. Grantee shall be liable for all acts and omissions of its contractors and subcontractors. Contractors and subcontractors must meet the requirements of paragraphs 5.01.A. through 5.01.C. as a condition precedent to the contracting or subcontracting of any work. The contractor or subcontractor may provide such insurance, or Grantee may provide such insurance on behalf of each contractor and subcontractor by means of separate and individual policies.

5.04. Grantee waives, and each insurer of Grantee shall waive, any rights of subrogation and all similar rights of recourse against Grantor and its affiliated and associated companies, with respect to any personal injury (including death) or property damage or Workers' Compensation benefits or related medical payments.

6.0 Miscellaneous Provisions.

6.01. **No Assignment or Delegation.** Grantee may not assign any of its rights under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner. Grantee may not delegate any performance under this Agreement. Any purported assignment of rights or delegation of performance in violation of this Section is void.

6.02. **Governing Law.** The laws of the State of Louisiana and the Parish of St. Charles shall (without giving effect to its conflict of law principles) govern all matters arising out

of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement. The 29th Judicial District Court shall have exclusive jurisdiction and venue.

6.03. Notices.

A. All notices, requests, consents and other communications hereunder shall be in writing and shall be dispatched by nationwide overnight courier service, such as (without limitation) Federal Express, or by United States Certified Mail, Return Receipt Requested, postage prepaid, addressed to the parties as follows:

If to Grantor: Entergy Louisiana, LLC
Matthew Mouton

Attn: _____
Telephone: (985) 869-0459
Facsimile: _____

If to Grantee:

St. Charles Parish President
P. O. Box 302
Hahnville, LA 70057

Director of Public Works
100 River Oaks Drive
Destrehan, LA 70047

Department of Legal Services
P. O. Box 302
Hahnville, LA 70057

B. Notices under this Agreement shall be deemed given upon the earlier of the date of delivery or the date upon which delivery is refused.

C. Any changes in the names or addresses set out in subsection A. above shall be through written notice in conformity with the requirements set forth herein.

6.04. Section Headings. The headings of the sections and subsections of this Agreement are provided for convenience and do not affect the construction or interpretation of this Agreement.

6.05. Entire Agreement. This Agreement and any exhibits or schedules attached hereto (and any restrictions imposed by Grantor pursuant to Section 1.02) constitute the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Agreement. All prior and contemporaneous

negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, Grantee has not relied upon any statement, representation, warranty or agreement of Grantor except for those expressly contained in this Agreement. There are no conditions precedent for the effectiveness of this Agreement other than those expressly stated in this Agreement. The parties acknowledge and agree that the recitals provided above constitute an integral part of this Agreement and shall be given the same force and effect as any other provision in this Agreement.

6.06. Amendments; Waivers. The parties may not amend this Agreement, except by written agreement of the parties that identifies itself as an amendment to this Agreement. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that one instance and only for the limited purpose that it is given and not to be construed as a waiver on any future occasion or against any other person. To the extent any course of dealing, act, omission, failure or delay in exercising any right or remedy under this Agreement constitutes the election of an inconsistent right or remedy, that election does not constitute a waiver of any right or remedy, or limit or prevent the subsequent enforcement of any contract provision. No single or partial exercise of any right or remedy under this Agreement precludes the simultaneous or subsequent exercise of any other right or remedy.

6.07. Severability. If any provision of this Agreement or the application thereof to any person or circumstance is held to be illegal, invalid or unenforceable, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

6.08. Other Parties. Except as specifically provided in Section 4, this Agreement does not confer any enforceable rights or remedies upon any person or entity other than the parties hereto.

6.09. Survival. All of the covenants, representations and warranties of Grantee contained in this Agreement, including, without limitation, Grantee's obligations with respect to insurance, defense, indemnity and hold harmless, shall survive the termination or expiration of this Agreement.

6.10. Attorneys' Fees and Costs. If any legal action or other proceeding is brought under this Agreement, in addition to any other relief to which the successful or prevailing party is entitled, the prevailing party is entitled to recover, and the non-prevailing party shall pay, all (a) reasonable attorneys' fees of the prevailing party, (b) court costs and (c) expenses, even if not recoverable by law as court costs (including, without limitation, all fees, taxes, costs and expenses incident to appellate and post-judgment proceedings), incurred in that action or proceeding and all appellate proceedings. For purposes of this Section, the term "attorneys' fees" includes, without limitation, paralegal fees, investigative fees, expert witness

fees, administrative costs, disbursements and all other charges billed by the attorney to the prevailing party.

6.11 **Disclaimer of Partnership or Agency.** Nothing contained or implied in this Agreement shall constitute or be deemed to constitute an employee-employer, agency, fiduciary or joint venture relationship among the parties, nor shall any party have the right or authority to assume, create or incur any commitment, liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other party, except as expressly provided for in this Agreement.

6.12 **No Implied Obligations.** Nothing contained or implied in this Agreement shall constitute or be deemed to constitute an obligation on Grantor to negotiate (in good faith or otherwise), enter into or execute any future agreement or arrangement with Grantee or Client with respect to the Property.


6.13 **Counterparts.** The parties may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile is as effective as executing and delivering this Agreement in the presence of the other party to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each party to the other parties.

7.0 **Remedies.** In the event of any violation on the part of Grantee of any covenant, representation or warranty under this Agreement (each a “**Violation**”), in addition to all other legal rights and remedies of Grantor, Grantor shall have the right, but not the obligation, to (a) terminate this Agreement upon giving Grantee notice of a Violation and (b) at Grantee’s sole cost and expense, perform Grantee’s obligations hereunder.

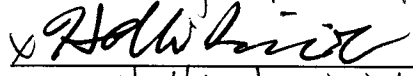
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized representatives as of the date first written above in the presence of the undersigned competent witnesses.

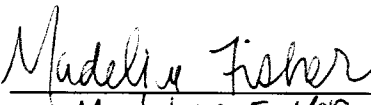
WITNESSES:

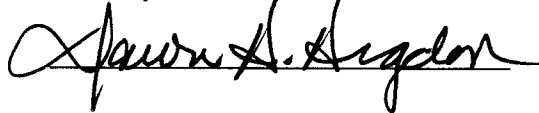


PRINT: Margaret Burck



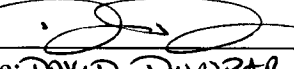
PRINT: Hollie Jurisich
WITNESSES:



Madeline Fisher


Grantor:

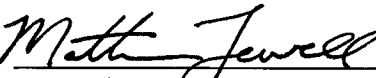
ENTERGY LOUISIANA, LLC

By: 

Name: DAVID DUNBAR
Title: SR. mgr. Transmission ROW

Grantee:

ST. CHARLES PARISH

By: 

Name: Matthew Jewell
Title: Parish President

[Acknowledgments on following page.]

STATE OF LOUISIANA
PARISH OF St. Tammany

Personally appeared before me Christina F. Baldwin a Notary, in and for the said county and state, on this 13th day of September, 2024, within my jurisdiction. David Dunbar, appearing in his capacity as Sr. Manager, Right of Way, Transmission Power Delivery, to me personally known, as authorized representative of Entergy Louisiana, LLC, a Texas limited liability company, and acknowledged to me in the presence of the above-signed witnesses that for and on behalf of said limited liability company, and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after having been duly authorized by said limited liability company to do so.



Notary Public Christina F. Baldwin
My commission expires upon death



Christina Falco Baldwin
NOTARY PUBLIC
Notary ID #1077
Louisiana Bar #31150

STATE OF LOUISIANA

PARISH OF ORLEANS

In said Parish and State this ___ day of _____, 2024, _____, _____ of Entergy Louisiana, LLC, personally appeared and acknowledged this instrument, by him signed and sealed, to be his free act and deed and the free act and deed of Entergy Louisiana, LLC.

Before me, _____
Notary Public
My commission expires _____

STATE OF LOUISIANA

PARISH OF ST. CHARLES

In said Parish and State this 30th day of July, 2024, MATTHEW JEWELL, PRESIDENT of St. Charles, personally appeared and acknowledged this instrument, by him signed and sealed, to be his free act and deed and the free act and deed of St. Charles Parish

Before me, _____
Notary Public
My commission expires at my death

ROBERT L. RAYMOND
NOTARY PUBLIC
LSBA NO. 11408
LA NOTARY NO. 15331
St. Charles Parish, Louisiana
My Commission is issued for Life

EXHIBIT A

GRANTOR PROPERTY

Note: Property consists of two contiguous tracts between Evangeline Road and Prescott Canal;
Note that the Servitude Area is south of Highway 61.

Property 1:

A certain tract of land, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances, advantages, batture and batture rights, riparian rights, prescriptions and rights of prescription, both liberative and acquisitive, thereto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, on the east or left descending bank of the Mississippi River, at or near Montz, Louisiana, which said tract of ground is located in and comprises the westerly portion of Section 43, Township 11 South, Range 8 East, and the northeasterly portion of Section 51, Township 12 South, Range 8 East, Southeastern District of Louisiana, East of the Mississippi River, and extends from the Kansas City Southern Railway (formerly Louisiana Railway & Navigation) Company to Lake Pontchartrain, and is bounded on its southern side by the Kansas City Southern Railway (formerly Louisiana Railway & Navigation) Company, on its westerly side by the division line between Sections 51 and 53 of Township 12 South, Range 8 East, and between Sections 43 and 44 of Township 11 South, Range 8 East, and the property owned now or formerly by C. C. Bougere, on its northerly side by Lake Pontchartrain, and on its easterly side by a line running parallel to and located at a distance of 224.43 feet in an easterly direction from the aforesaid division line between said sections, and by the property owned now or formerly by Offutt Prescott; and in accordance with plan of survey by F. C. Gandolfo, Jr., Surveyor, dated June 1, 1956, a copy of which is annexed hereto and made a part hereof, said tract of ground is located and described more specifically as follows:

Commencing at a point on the section line dividing Sections 51 and 53, Township 12 South, Range 8 East, located at a distance of 92.29 feet North 36 degrees 37 minutes 08 seconds East (measured along said section line) from the centerline of the original right-of-way of the present Kansas City Southern Railway (formerly Louisiana Railway & Navigation) Company, which said point of beginning is also the north-westerly corner of a portion of ground acquired by Louisiana Railway & Navigation Company from Fred G. Benton et als by private act executed on April 9 and 10, 1934, recorded in Conveyance Book "II" folio 263 of the records of St. Charles Parish, Louisiana, said point of beginning having a position with reference to the Louisiana Geodetic Survey represented by coordinates of X equals 2,281,971.44 and Y equals 499,177.10, thence running along said section line dividing said Sections 51 and 53 on a bearing of North 36 degrees 37 minutes 08 seconds East for a distance of 1,605.91 feet to an old iron grate bar on the division line between Township 11 South, Range 8 East, and Township 12 South, Range 8 East, which point has a position with reference to the Louisiana Geodetic Survey represented by coordinates of X equals 2,282,929.35 and Y equals 500,466.04, thence running along the section line dividing Sections 43 and 44, Township 11 South, Range 8 East, on a bearing of North 36 degrees 23 minutes 10 seconds East for a distance of 17,454.6 feet to the centerline of the north (and north-bound) track of the Illinois Central Railroad Company, which point has a position with reference to the Louisiana Geodetic Survey represented by coordinates of X equals 2,293,283.84 and Y equals 514,517.65, thence continuing along said section line on said bearing of North 36 degrees 23 minutes 10 seconds East for a distance of 500 feet more or less to the shoreline of Lake Pontchartrain, thence following the meandering shore line of Lake Pontchartrain in a southeasterly direction to a line running parallel to and located at a distance of 224.43 feet in an easterly direction from the aforesaid section line dividing said Sections 43 and 44, thence running along said line parallel to and 224.43 feet in an easterly direction from the aforesaid section line dividing said Sections 43 and 44 on a bearing of South 36 degrees 23 minutes 10 seconds West for a distance of 500 feet more or less to the centerline of the north (and north-bound) track of the Illinois Central Railroad Company, thence continuing along said line on said bearing of South 36 degrees 23 minutes 10 seconds West for a distance of 17,242.01 feet to the division line between Township 11 South, Range 8 East and Township 12 South, Range 8 East, thence running along a line parallel to and located 224.43 feet in an easterly direction from the section line dividing Sections 51 and 53, Township 12 South, Range 8 East, on a bearing of South 36 degrees 37 minutes 08 seconds West for a distance of 1,764.29 feet to a point located North 36 degrees 37 minutes 08 seconds East 125.09 feet from the centerline of the original right of

way of the present Kansas City Southern Railway (formerly Louisiana Railway & Navigation) Company, which said point is the northeasterly corner of the above-mentioned portion of ground acquired by the Louisiana Railway & Navigation Company from Fred G. Benton et als. by private act executed on April 9 and 10, 1934, recorded in Conveyance Book "II" folio 263 of the records of St. Charles Parish, Louisiana, thence North 58 degrees 24 minutes 04 seconds West along the northerly line of the property of the Kansas City Southern Railway (formerly Louisiana Railway & Navigation) Company, acquired by the Louisiana Railway & Navigation Company from Fred G. Benton et als. as aforesaid, for a distance of 225.29 feet to the point of beginning; the area in said Section 43 containing 91.953 acres and the area in said Section 51 containing 8.682 acres, the tract of land thus containing a total of 100.635 acres.

Property 2:

A certain tract or parcel of land, together with all the buildings and improvements thereon, and all the rights, ways, privileges, appurtenances, servitudes, advantages, batture and batture rights, riparian rights, prescriptions and rights of prescription, both liberative and acquisitive, thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, on the East or left descending bank of the Mississippi River, which said tract or parcel of land is located in Section 17, Township 12 South, Range 7 East, Section 53, Township 12 South, Range 8 East, and Section 44, Township 11 South, Range 8 East, Southeastern District of Louisiana, East of the Mississippi River, and extends from the forty arpent line to Lake Pontchartrain, and is bounded above or westerly by property now or formerly owned by Christina & Lauricella, Inc., et al., below or easterly by property formerly belonging to Fred G. Benton et al. and now owned by Louisiana Power & Light Company, in the front or southerly by the forty arpent line, and in the rear or northerly by Lake Pontchartrain; and which said tract or parcel of land, in accordance with plan of survey by J. L. Fontcuberta, Surveyor, dated April 30, 1965, revised July 13 and 20, 1966, is located and described more specifically as follows:

Commencing at the point of intersection of the forty arpent line with the upper or westerly boundary line of the property presently owned by Louisiana Power & Light Company, which said point is designated by the letter "A" on the aforesaid Fontcuberta plan of survey, and is the POINT OF BEGINNING, and thence, from said POINT OF BEGINNING, running along the forty arpent line, on a bearing of North 59 degrees 23 minutes 03 seconds West, for a distance of 229.949 feet to its point of intersection with the lower or easterly boundary line of the property of Christina & Lauricella, Inc., et al. (now or formerly) which last-mentioned point is designated by the letter "B" on the aforesaid Fontcuberta plan of survey; thence running along the said lower or easterly boundary line of the Christina & Lauricella, Inc., et al. property, on a bearing of North 36 degrees 12 minutes 27 seconds East for a distance of 7,799.894 feet to its point of intersection

with the line common to Townships 11 and 12 South, Range 8 East, St. Charles Parish, Louisiana, which last-mentioned point is designated by the letter "C" on the aforesaid Fontcuberta plan of survey; thence continuing along the said lower or easterly boundary line of the Christina & Lauricella, Inc., et al. property, on a bearing of North 36 degrees 10 minutes 14 seconds East for a distance of 12,287.484 feet to a point thereon designated by the letter "D" on the aforesaid Fontcuberta plan of survey; thence still continuing along the said lower or easterly boundary line of the Christina & Lauricella, Inc., et al. property, on a bearing of North 36 degrees 16 minutes 25 seconds East for a distance of 6,264.324 feet to a point on the meander line of Lake Pontchartrain as shown on a plan of survey for the General Land Office by E. W. Foster, Surveyor General of Louisiana, dated January 20, 1873, which last-mentioned point is designated by the letter "E" on the aforesaid Fontcuberta plan of survey; thence running along the said meander line of Lake Pontchartrain, on a bearing South 40 degrees 59 minutes 33 seconds East for a distance of 352.185 feet to its point of intersection with the upper or westerly boundary line of the property presently owned by Louisiana Power & Light Company, or the northerly projection thereof, which last-mentioned point is designated by the letter "F" on the aforesaid Fontcuberta plan of survey; thence running along the said upper or westerly boundary line of the Louisiana Power & Light Company property, on a bearing of South 36 degrees 23 minutes 10 seconds West, for a distance of 18,358.800 feet to its point of intersection with the aforesaid common Township line, which last-mentioned point is designated by the letter "G" on the aforesaid Fontcuberta plan of survey; thence continuing along the said upper or westerly boundary line of the Louisiana Power & Light Company property, on a bearing of South 36 degrees 37 minutes 08 seconds West for a distance of 7,892.676 feet to the POINT OF BEGINNING; containing 181.0786 acres of land.

LESS AND EXCEPTING THEREFROM that portion or piece of land occupied by U. S. Highway No. I-10 acquired by the State of Louisiana from Clifford C. Bougere et al. by Order of Expropriation, dated July 26, 1966, rendered in suit entitled "State of Louisiana, through the Department of Highways vs. Clifford C. Bougere et al.", docket

No. 9389, 29th Judicial District Court, St. Charles Parish, Louisiana, filed in the conveyance records of St. Charles Parish, Louisiana, on July 26, 1966, and recorded in Conveyance Book 58, Folio 368 of said records, which said excepted portion or piece of land contains 0.890 acres of land and is described in said Order of Expropriation

EXHIBIT B

SERVITUDE AREA

**Legal Description
Parcel P-101
Perpetual Servitude for Drainage
L.N. Bougere Tract &
Prescott Lot 1**

That piece or portion of ground being a Perpetual Drainage Servitude across the L.N. Bougere Tract & Prescott Lot 1 situated in Sections 51 & 53, T-12-S, R-8-E, Montz, St. Charles Parish, Louisiana and being more fully described as follows:

Commence at a point being the southeast intersection of Airline Highway – US Highway 61 & Evangeline Road at Station 10+00, offset 0.00 having coordinates Northing 561194.31 ft. and Easting 3563252.63 ft. as based on the Louisiana Coordinate System of 1983 South Zone, North American Datum of 1983 as are all the coordinates, bearing and distances in this description:

Thence proceed in a southeasterly direction along the north line of a Perpetual Drainage Servitude being the south right of way of Airline Highway – US Highway 61 along a non-tangent curve to the right with a radius of 11384.16', a curve length of 110.79' and a chord bearing of S51°45'50"E a distance of 110.79' to a point;

The Point of Beginning

Thence proceed in a southwesterly direction along the west line of a Perpetual Drainage Servitude being the east line of the Cristina & Lauricella, Inc Tract a bearing of S36°35'33"W a distance of 94.45' to a point;

Thence proceed in a southeasterly direction along the south line of a Perpetual Drainage Servitude being the north line of a 13' Temporary Construction Servitude a bearing of S50°10'10"E a distance of 505.78' to a point;

Thence proceed in a northeasterly direction along the east line of a Perpetual Drainage Servitude being the west line of Prescott Lot 2 a bearing of N36°23'49"E a distance of 87.18' to a point;

Thence proceed in a northwesterly direction along the north line of a Perpetual Drainage Servitude being the south right of way of Airline Highway – US Highway 61 a bearing of N50°06'17"W a distance of 216.65' to a point;

Thence proceed in a northeasterly direction along the north line of a Perpetual Drainage Servitude being the south right of way of Airline Highway – US Highway 61 a bearing of N39°53'43"E a distance of 10.00' to a point;

Thence proceed in a northwesterly direction along the north line of a Perpetual Drainage Servitude being the south right of way of Airline Highway – US Highway 61 a bearing of N50°06'17"W a distance of 15.00' to a point;

Thence proceed in a northwesterly direction along the north line of a Perpetual Drainage Servitude being the south right of way of Airline Highway – US Highway 61 along a tangent curve to the left with a radius of 11384.16', a curve length of 274.25' and a chord bearing of N50°47'41"W a distance of 274.25' to a point;

The Point of Beginning

Per a survey plat entitled "SURVEY PLAT OF A PERPETUAL DRAINAGE SERVITUDE & A 13' TEMPORARY CONSTRUCTION SERVITUDE OF THE L.N. BOUGERE TRACT AND PRESCOTT LOT 1" by Stephen P. Flynn, P.L.S. dated October 24, 2023.

Legal Description
Parcel T-101
13' Temporary Construction Servitude
L.N. Bougere Tract &
Prescott Lot 1

That piece or portion of ground being a 13' Temporary Construction across the L.N. Bougere Tract & Prescott Lot 1 situated in Sections 51 & 53, T-12-S, R-8-E, Montz, St. Charles Parish, Louisiana and being more fully described as follows:

Commence at a point being the southeast intersection of Airline Highway – US Highway 61 & Evangeline Road at Station 10+00, offset 0.00 having coordinates Northing 561194.31 ft. and Easting 3563252.63 ft. as based on the Louisiana Coordinate System of 1983 South Zone, North American Datum of 1983 as are all the coordinates, bearing and distances in this description:

Thence proceed in a southeasterly direction along the north line of a Perpetual Drainage Servitude being the south right of way of Airline Highway – US Highway 61 along a tangent curve to the right with a radius of 11384.16', a curve length of 110.79' and a chord bearing of S51°45'50"E a distance of 110.79' to a point;

Thence proceed in a southwesterly direction along the west line of a Perpetual Drainage Servitude being the east line of the Cristina & Lauricella, Inc Tract a bearing of S36°35'33"W a distance of 94.45' to a point;

The Point of Beginning

Thence proceed in a southwesterly direction along the west line of a 13' Temporary Construction Servitude being the east line of the Cristina & Lauricella, Inc. Tract a bearing of S36°35'33"W a distance of 13.00' to a point;

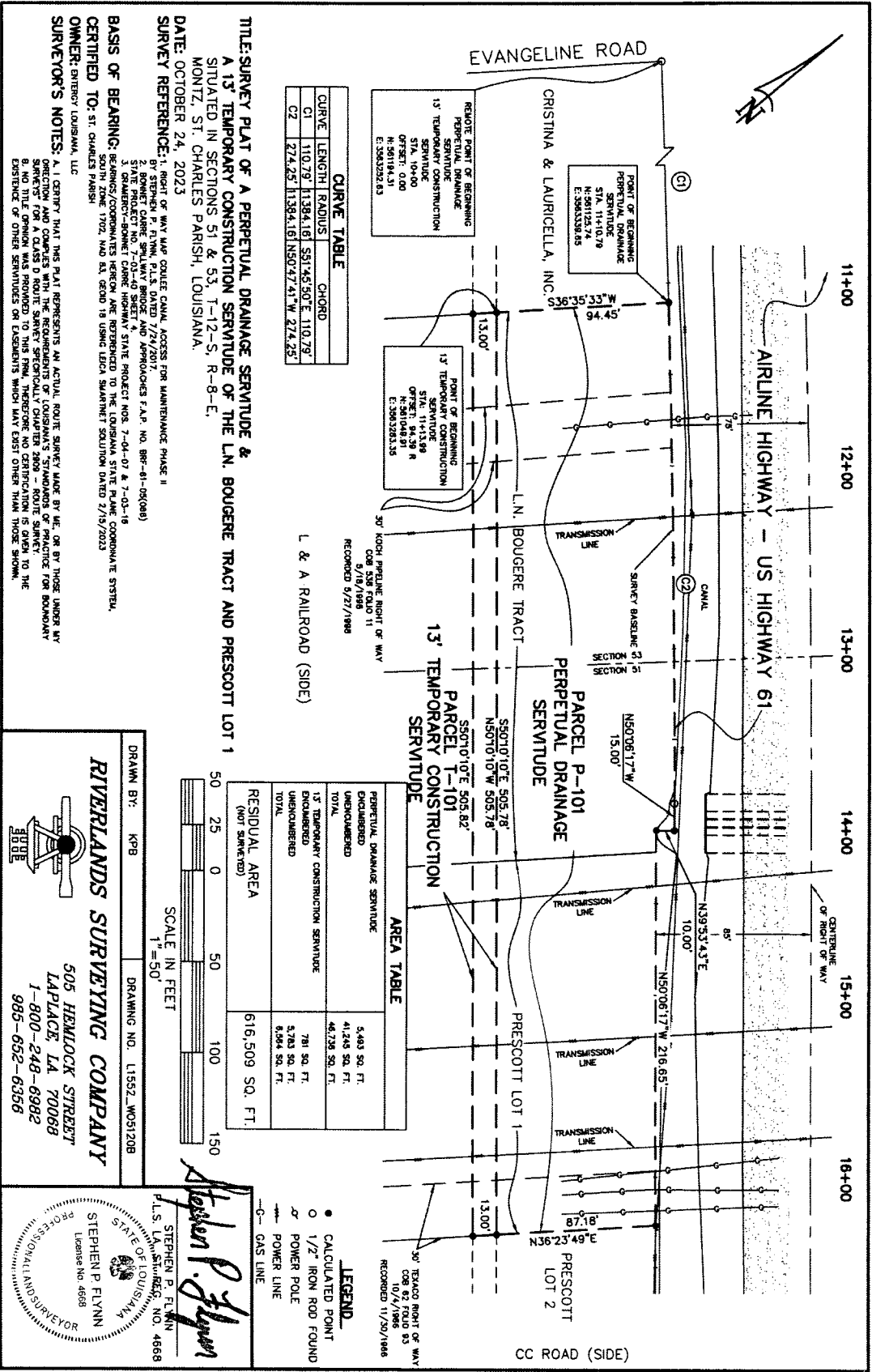
Thence proceed in a southeasterly direction along the south line of a 13' Temporary Construction Servitude a bearing of S50°10'10"E a distance of 505.82' to a point;

Thence proceed in a northeasterly direction along the east line of a 13' Temporary Construction Servitude being the west line of Prescott Lot 2 a bearing of N36°23'49"E a distance of 13.00' to a point;

Thence proceed in a northwesterly direction along the north line of a 13' Temporary Construction Servitude being the south line of a Perpetual Drainage Servitude a bearing of N50°10'10"W a distance of 505.78' to a point;

The Point of Beginning

Per a survey plat entitled "SURVEY PLAT OF A PERPETUAL DRAINAGE SERVITUDE & A 13' TEMPORARY CONSTRUCTION SERVITUDE OF THE L.N. BOUGERE TRACT AND PRESCOTT LOT 1" by Stephen P. Flynn, P.L.S. dated October 24, 2023.



CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD
C1	110.79'	1384.18'	S51°45'50"E, 110.79'
C2	274.25'	1384.18'	N50°47'41"W, 274.25'

AREA TABLE

PERPETUAL DRAINAGE SERVITUDE	ENCLUMBERED	UNENCLUMBERED	TOTAL
13' TEMPORARY CONSTRUCTION SERVITUDE	5,483 SQ. FT.	41,245 SQ. FT.	46,728 SQ. FT.
13' TEMPORARY CONSTRUCTION SERVITUDE	781 SQ. FT.	5,783 SQ. FT.	6,564 SQ. FT.
TOTAL			53,292 SQ. FT.

RESIDUAL AREA (NOT SHOWN): 616,509 SQ. FT.

TITLE: SURVEY PLAT OF A PERPETUAL DRAINAGE SERVITUDE & A 13' TEMPORARY CONSTRUCTION SERVITUDE OF THE L.N. BOUGERE TRACT AND PRESCOTT LOT 1 SITUATED IN SECTIONS 51 & 53, T-12-S, R-8-E, MONITZ, ST. CHARLES PARISH, LOUISIANA.

DATE: OCTOBER 24, 2023

SURVEY REFERENCE: 1. RIGHT OF WAY AND CANAL ACCESS FOR MAINTENANCE PHASE II BY STEPHEN P. FLYNN, P.L.S., DATED 7/27/2017.
 2. BOWMET CABLE RAILWAY BRIDGE AND APPROACHES F.A.P. NO. BR-61-05(0818)
 3. STATE PROJECT NO. 7-03-40 SHEET 4 STATE PROJECT NOS. 3-04-07 & 3-03-14
 4. STATE PROJECT NO. 7-03-40 SHEET 4 STATE PROJECT NOS. 3-04-07 & 3-03-14
 5. STATE PROJECT NO. 7-03-40 SHEET 4 STATE PROJECT NOS. 3-04-07 & 3-03-14
 6. STATE PROJECT NO. 7-03-40 SHEET 4 STATE PROJECT NOS. 3-04-07 & 3-03-14
 7. STATE PROJECT NO. 7-03-40 SHEET 4 STATE PROJECT NOS. 3-04-07 & 3-03-14
 8. STATE PROJECT NO. 7-03-40 SHEET 4 STATE PROJECT NOS. 3-04-07 & 3-03-14
 9. STATE PROJECT NO. 7-03-40 SHEET 4 STATE PROJECT NOS. 3-04-07 & 3-03-14
 10. STATE PROJECT NO. 7-03-40 SHEET 4 STATE PROJECT NOS. 3-04-07 & 3-03-14

OWNER: ENTEROV LOUISIANA, LLC

SURVEYOR'S NOTES: A. I CERTIFY THAT THIS PLAT REPRESENTS AN ACTUAL ROUTE SURVEY MADE BY ME OR BY THOSE UNDER MY DIRECT SUPERVISION AND COMPLETES WITH THE REQUIREMENTS OF LOUISIANA STATUTES AND REGULATIONS FOR BOUNDARY SURVEYS AND CONVEYANCES. B. NO TITLE OPINION WAS PROVIDED TO THIS PLAT, THEREFORE NO CERTIFICATION IS GIVEN TO THE EXISTENCE OF OTHER SERVITUDES OR EASEMENTS WHICH MAY EXIST OTHER THAN THOSE SHOWN.

DRAWN BY: KRB DRAWING NO. L1552, WC5120B

RIVERLANDS SURVEYING COMPANY

505 HEMLOCK STREET
 LAPLACE, LA 70068
 1-800-248-6982
 985-652-6356

Stephen P. Flynn

STEPHEN P. FLYNN
 P.L.S. LICENSE NO. 4668

STATE OF LOUISIANA
 PROFESSIONAL LAND SURVEYOR
 License No. 4668

- LEGEND**
- CALCULATED POINT
 - 1/2" IRON ROD FOUND
 - POWER POLE
 - GAS LINE

SCALE IN FEET
 1" = 50'

EXHIBIT D



128 Northpark Blvd. • Covington, Louisiana 70433 • Phone: 985.624.5001 • Fax: 985.624.5303

March 28, 2024

St. Charles Parish Government
15045 River Rd
Hahnville, Louisiana 70057
Attn: Mr. Sam Scholle

EMAIL ONLY

RE: Montz Pump Station #2 Drainage Improvements
Culvert Loading Memorandum

Dear Sam,

As designed, the new 36" RCP is structurally adequate for the tracked vehicle weights stated by Entergy. No less than 2 ft of cover must be maintained over the pipe. During equipment movement, continuous matting from across the berm and pipe is required to prevent displacement of the berm and pipe cover. See attached plan/profile drawing, and background information below.

Under the request of Entergy and St. Charles Parish, load calculations and recommendations for a side drain pipe located within a new proposed drainage canal have been performed. A 36" Reinforced Concrete Pipe has been recommended and used to calculate the loads provided by Entergy on the pipe. The below loads were provided by Entergy for equipment that is to be used in the area.

Flextrack 105' bucket	59,860 Ibs	10'2" Wide
Flextrack Crane	80,000 Ibs	136" Wide
45T Mantis Crane	93'904 Ibs	18'4" Wide
77T Mantis Crane	137,554 Ibs	18'8" Wide

Calculations were performed on each load case and the following recommendations were made. A minimum of 2 feet of cover shall be placed above the pipe. Class V concrete shall be used for the Reinforced Concrete Pipe to ensure maximum strength in concrete. All movement with heavy equipment across the pipe shall have timber mats placed on top until the entire machine has been moved from the pipe. Below are the approximations of the loads that will be placed on the pipe with a minimum of 2 feet of fill.

- Flextrack 105' bucket 59,860 Ibs 10'2" Wide - Approximately 950 lbs/ft
- Flextrack Crane 80,000 Ibs 136" Wide - Approximately 1150 lbs/ft

PRINCIPAL Infrastructure®

Architecture • Engineering • Construction

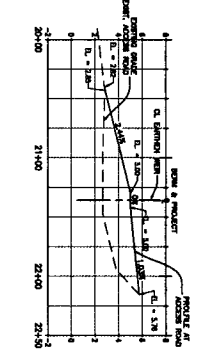
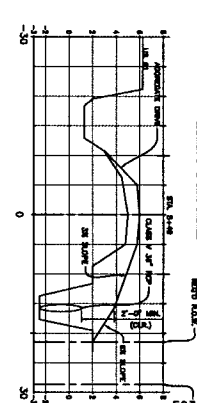
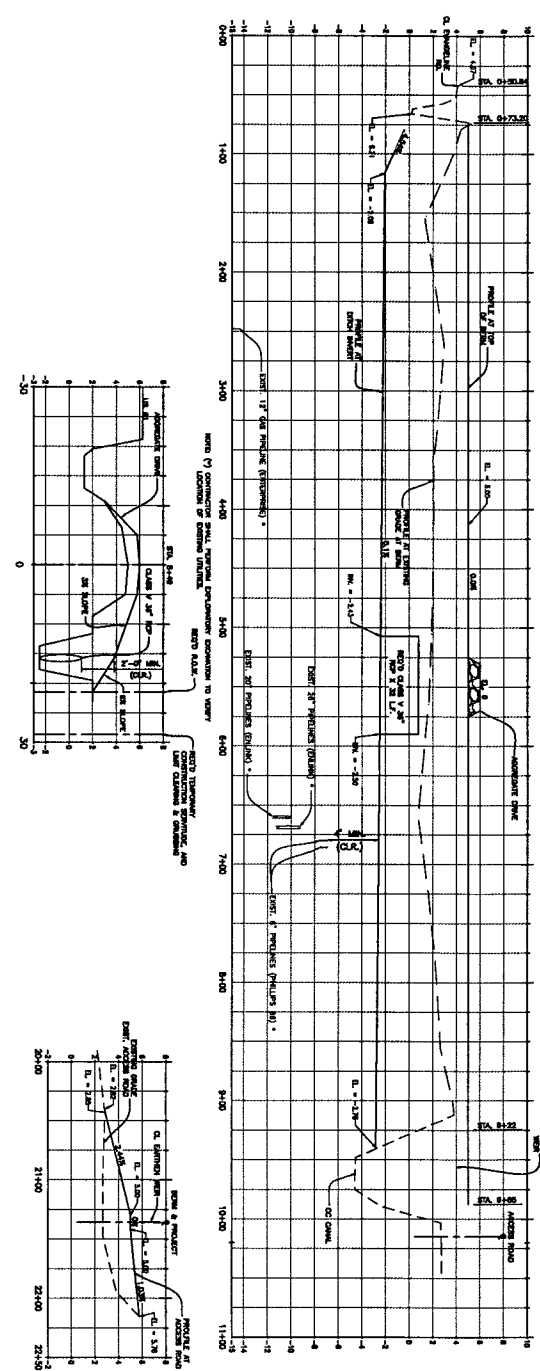
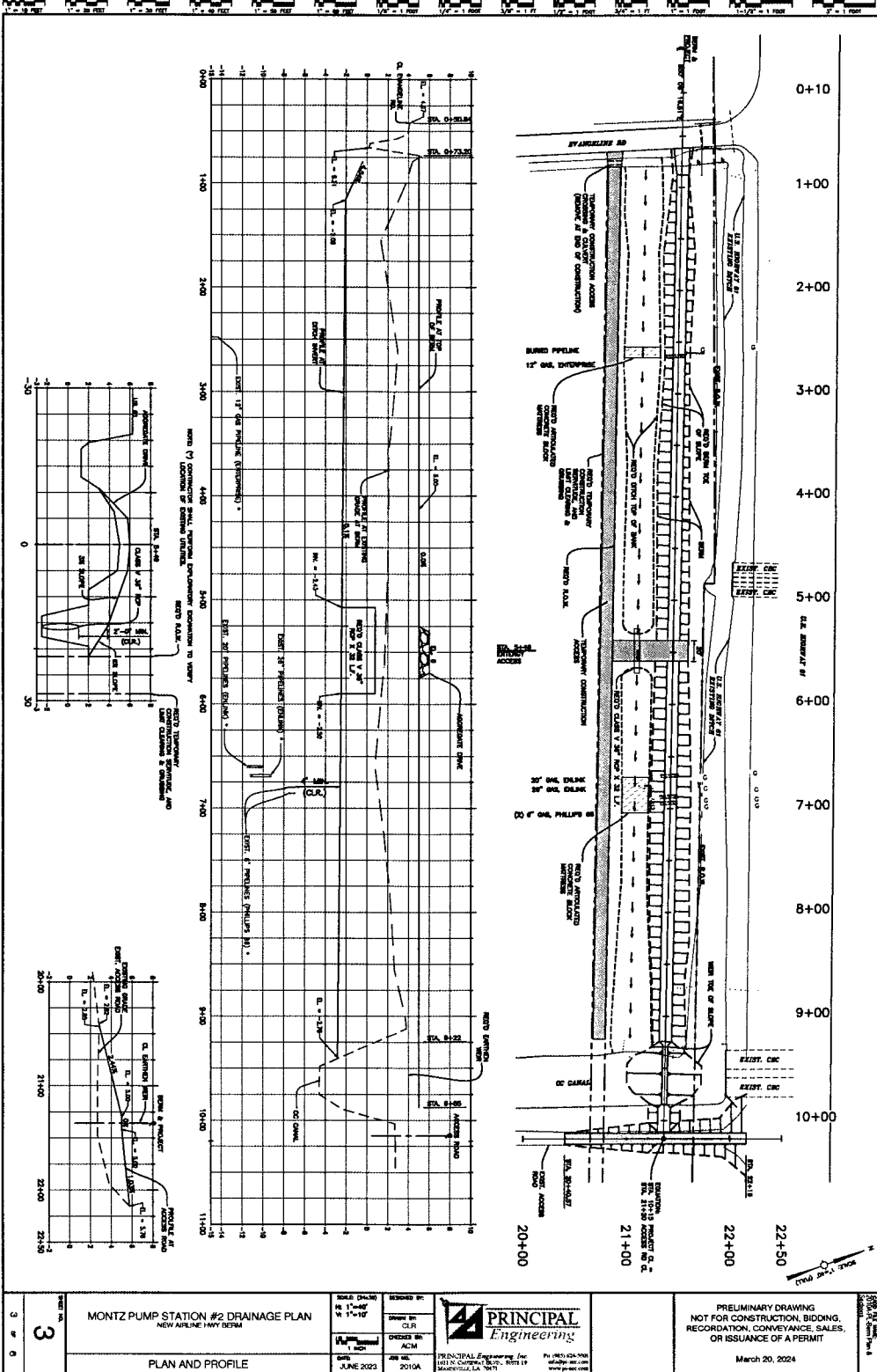
www.pi-aec.com • info@pi-aec.com

- 45T Mantis Crane 93'904 lbs 18'4" Wide - Approximately 1000 lbs/ft
 (extended); 1075 lbs/ft (retracted)
- 77T Mantis Crane 137,554 lbs 18'8" Wide - Approximately 1350 lbs/ft
 (extended); 1450 lbs/ft (retracted)

Sincerely,
PRINCIPAL Engineering, Inc.



John Rayer, P.E.
Project Engineer



SHEET NO. 3	MONTZ PUMP STATION #2 DRAINAGE PLAN NEW AIRLINE HWY BDRM	SCALE (PLAN) HORIZONTAL: 1" = 10'-0" VERTICAL: 1" = 10'-0" DATE: JUNE 2023	DESIGNED BY: CHECKED BY: DRAWN BY: DATE: JUNE 2023		PRELIMINARY DRAWING NOT FOR CONSTRUCTION, BIDDING, RECORDATION, CONVEYANCE SALES, OR ISSUANCE OF A PERMIT March 20, 2024
	PLAN AND PROFILE	PRINCIPAL Engineering, Inc. 101 N. COMPTON BLVD., SUITE 119 MONROE, LA 70103	PHONE: 225-335-7000 FAX: 225-335-7001 WWW.PRINCIPAL-ENG.COM	2024-03-20 2024-03-20 2024-03-20	2024-03-20 2024-03-20 2024-03-20