

Ord.

2014-0315

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

ORDINANCE NO. 14-10-5

An ordinance to approve and authorize the execution of Right-of-Way and Servitude Agreements and Temporary Road Access Agreement to Enterprise TE Products Pipeline Co., LLC.

WHEREAS, the Gravity Drainage District No. 2 of St. Charles Parish is the owner of a certain property as recorded in COB 31, folio 27 and COB 33, folio 319; and,

WHEREAS, Enterprise TE Products Pipeline Co., LLC has requested that the Gravity Drainage District No. 2 of St. Charles Parish grant them a two separate Right of Ways and Servitudes across a portion of said property as more fully described in the Right-of-Way and Servitude Agreements and the accompanying exhibits attached hereto; and,

WHEREAS, Enterprise TE Products Pipeline Co., LLC has requested that St. Charles Parish Sewerage District No. 1 grant them a temporary road access across a portion of said property as more fully described in the Temporary Road Access Agreement and accompanying exhibit attached hereto; and,

WHEREAS, it is the desire of the St. Charles Parish Council to approve said Right-of-Way and Servitude Agreements and Temporary Road Access Agreement.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Right-of-Way and Servitude Agreements by and between Gravity Drainage District No. 2 of St. Charles Parish and Enterprise TE Products Pipeline Company, LLC and the Temporary Road Access Agreement by and between the St. Charles Parish Sewerage District No. 1 and Enterprise TE Products Pipeline Company LLC are hereby approved.

SECTION II. That the Parish President is hereby authorized to execute said Right-of-Way and Servitude Agreements and Temporary Road Access Agreement on behalf of St. Charles Parish.

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

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

And the ordinance was declared adopted this 6th day of October, 2014, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
 SECRETARY: [Signature]
 DLVD/PARISH PRESIDENT: 10.8.14
 APPROVED: [Signature] DISAPPROVED: _____
 PARISH PRESIDENT: [Signature]
 RETD/SECRETARY: 10.8.14
 AT: 2:00pm RECD BY: [Signature]

Right of way
**RECORDED IN THE ST. CHARLES PARISH
 CLERK OF COURT OFFICE**
 ON October 9, 2014
 AS ENTRY NO. 400922
 IN MORTGAGE/CONVEYANCE BOOK
 NO. 808 FOLIO 184

Right of way
**RECORDED IN THE ST. CHARLES PARISH
 CLERK OF COURT OFFICE**
 ON October 9, 2014
 AS ENTRY NO. 400923
 IN MORTGAGE/CONVEYANCE BOOK
 NO. 808 FOLIO 192

Temp. Road Access Agreement
**RECORDED IN THE ST. CHARLES PARISH
 CLERK OF COURT OFFICE**
 ON October 9, 2014
 AS ENTRY NO. 400924
 IN MORTGAGE/CONVEYANCE BOOK
 NO. 808 FOLIO 200

Aegis Ethane Pipeline Project – Seg. 3
Tract #: LA-SC-0009.00000
St. Charles Parish, Louisiana

RIGHT-OF-WAY AND SERVITUDE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

GRAVITY DRAINAGE DISTRICT NO. 2 OF ST. CHARLES PARISH, whose address is: 100 River Oaks Road, Destrehan, Louisiana 70047, of the Parish of St. Charles and State of Louisiana,

(“Grantor”, whether one or more), for themselves, their heirs, successors, and assigns, for TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and adequacy of which consideration are hereby acknowledged, hereby grant, convey and confirm unto:

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC, a Texas limited liability Company, with offices at 1100 Louisiana St., Suite 1000, Houston, Texas 77002, mailing address for all correspondence to P.O. Box 4324, Houston, Texas 77210-4324, Attn: Land Dept., its successors and assigns (“Grantee”):

a right-of-way and servitude being fifty (50) feet in width, with the location of the centerline of said right-of-way and servitude as described on Exhibit “A”, and depicted on Exhibit “B”, attached hereto and made a part hereof (the “Servitude”), to construct, maintain, operate, repair, alter, replace, relocate, or remove one (1) pipeline, not to exceed twenty-four (24) inches in diameter, 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 as more particularly described in Exhibits “A” and “B” attached hereto and incorporated herein.

TO HAVE AND TO HOLD this Servitude unto Grantee, its successors and assigns forever.

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 has 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 (the “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 or associated facilities as described and depicted on Exhibits “A” and “B”, 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, 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 18 inches;

(2) 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 CAUSED BY GRANTEE OR ITS AGENTS, EMPLOYEES, OR REPRESENTATIVES arising out of or in connection with the operations of Grantee herein.

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.

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, including, but not limited to, prior to construction for purposes of location of the pipeline within the servitude, 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) Grantee shall maintain or shall cause to be maintained, in full force and effect throughout the term of this Agreement, at its sole cost and expense, the insurance described below:

- a. Worker's Compensation in accordance with the benefits afforded by the statutory Worker's Compensation Acts applicable to the state, territory or district of hire, supervision or place of accident. Policy limits for worker's compensation shall not be less than statutory limits and for

employer's liability one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) disease each employee, and one million dollars (\$1,000,000) disease policy limit.

- b. Commercial General Liability Insurance including bodily injury, death, property damage, independent contractors, products/completed operations, contractual, and personal injury liability, with a limit of \$1,000,000 per occurrence and in the annual aggregate.
- c. Commercial Automobile Insurance covering owned, hired, rented, and non-owned automotive equipment with a limit of \$1,000,000 per accident.
- d. Excess Umbrella Liability Insurance coverage in excess of the terms and limits of insurance specified in I, a, b and c above with a combined limit of \$5,000,000 per occurrence.
- e. Upon execution of this agreement, Grantee shall furnish Grantor a certificate of insurance evidencing the coverage required herein.
- f. To the extent allowed by law, Grantee shall include Grantor as an additional insured under the policies required above, but only to the extent of Grantee's indemnification obligations hereunder.
- g. GRANTEE shall furnish to GRANTOR a certificate evidencing such insurance and agreeing to give GRANTOR at least thirty (30) days' notice of any cancellation thereof.
- h. Waiver of Subrogation shall be provided on the above required Worker's Compensation insurance.

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

IN WITNESS WHEREOF, Grantor has executed this Right of Way and Servitude Agreement on this 8th day of October, 2014.

GRANTOR

GRAVITY DRAINAGE DISTRICT NO. 2 OF ST. CHARLES PARISH

Aneadra Coleman
Witness

Printed name: Aneadra Coleman

[Signature]
Witness

Printed name: T. Randolph Clark

V.J. St. Pierre, Jr.

By: [Signature]

Title: Parish President

STATE OF Louisiana §
PARISH OF St. Charles §

BEFORE ME, the undersigned authority, personally came and appeared Aneadra Coleman 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 V.J. St. Pierre, Jr. execute said instrument as Parish President of the Gravity Drainage District No. 2 of St. Charles Parish in the presence of appearer and the other subscribing witness.

[Signature]
Signature of Witness

Aneadra Coleman
Printed Name

Sworn to and subscribed before me on this the 5th day of Oct, 2014.

Notary Commission Expires: at death

[Signature]
Notary Public for the State of: LA.

Printed name: Louis C. Vialle
58825

Right of way
RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON October 9, 2014
AS ENTRY NO. 400923
IN MORTGAGE/CONVEYANCE BOOK
NO. 808 FOLIO 192

Right of way
RECORDED IN THE ST. CHARLES PARISH
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AS ENTRY NO. 400922
IN MORTGAGE/CONVEYANCE BOOK
NO. 808 FOLIO 184

Temp. Road Access Agreement
RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON October 9, 2014
AS ENTRY NO. 400924
IN MORTGAGE/CONVEYANCE BOOK
NO. 808 FOLIO 200

Tract # LA-SC-0009.00000
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.

That certain tract or parcel of land containing 1.380 acres, more or less, situated in Section 6 and 21, Township 12 South, Range 8 East (Sec. 21, T12S, R8E), St. Charles Parish, Louisiana, more particularly described as "Parcel B" in that certain Act of Sale and Exchange, recorded March 30, 1961, Conveyance Book 31, Folio 27, Conveyance Records, St. Charles Parish, Louisiana. And;

That certain tract or parcel of land containing 0.615 acres, more or less, situated in Section 6 and 21, Township 12 South, Range 8 East (Sec. 6 & 21, T12S, R8E), St. Charles Parish, Louisiana, more particularly described as "Parcel D" in that certain Act of Sale and Exchange, recorded March 30, 1961, Conveyance Book 31, Folio 27, Conveyance Records, St. Charles Parish, Louisiana. And;

That certain tract or parcel of land located in Section 6, Township 12 South, Range 8 East (Sec. 6 & 21, T12S, R8E), St. Charles Parish, Louisiana, more particularly described in that certain Cash Sale recorded May 3, 1962, Conveyance Book 33, Folio 319, Conveyance Records, St. Charles Parish, Louisiana.

COURSE	BEARING	DISTANCE
1	S 39° 42' 11" E	196.19'
2	S 10° 25' 03" W	21.17'
3	S 15° 38' 40" W	87.72'
COURSE	BEARING	DISTANCE
4	S 73° 43' 54" E	19.95'

R 8 E

POINT OF BEGINNING
(NAD 83)
X= 3,575,202.39
Y= 554,971.95

POINT OF ENDING
(NAD 83)
X= 3,575,300.24
Y= 554,715.72

LA-SC-0009.00000
GRAVITY DRAINAGE
DISTRICT NO. 2 OF
ST. CHARLES PARISH
BOOK 31, PG. 27
BOOK 33, PG. 319
ST. CHARLES PARISH, LA

LA-SC-0007.00000
US Army Corps

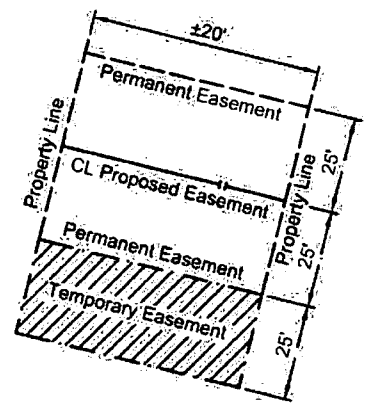
Sec. 21

LA-SC-0012.00000
Shell Chemical, LP
Motiva Enterprises, LLC

T
12
S

LA-SC-0011.00000
Shell Oil Company

RIGHT OF WAY A
No Scale



RIGHT OF WAY B
No Scale

LEGEND

- Section Line
 - - - Property Line
 - CL Proposed Easement = 325.03' (19.70 Rods)
 - Permanent Easement = 0.94 Acres
 - Temporary Easement = 0.12 Acres
 - Additional Workspace = 0.30 Acres
- Total = 1.36 Acres

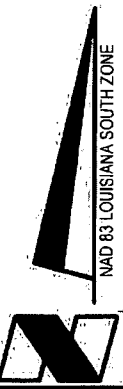
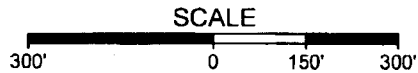
NOTES:

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 S. Jones
REG. NO. 4873
REGISTERED
Professional Land Surveyor
Registration No. 4873

POINT OF BEGINNING
(NAD 83)
X= 3,574,687.17
Y= 552,495.36

POINT OF ENDING
(NAD 83)
X= 3,574,706.31
Y= 552,489.77



Enterprise TE Products Pipeline Company LLC

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
Proposed Pipeline Easement
Across the Property Belonging to Gravity Drainage District No. 2 of St. Charles Parish
CONTAINING 325.03 FEET (19.70 RODS)
SEC. 21, T12S-R8E
ST. CHARLES PARISH, LOUISIANA

DRAWN BY: TPD		REVISIONS	
PROJ. MGR.: RRJ	No. 2	DATE: 07/17/2014	REVISED BY: TPD
DATE: 01/13/2014	No. 3	DATE: 07/18/2014	REVISED BY: TPD
FILENAME: T:\2013\2131864\DWG\ROW\LA-SC-0009.00000.dwg			



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

Aegis Ethane Pipeline Project – Seg. 3
Tract #: LA-SC-0010.00000
St. Charles Parish, Louisiana

RIGHT-OF-WAY AND SERVITUDE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

ST. CHARLES PARISH SEWERAGE DISTRICT NO. 1, whose address is: 100 River Oaks Road, Destrehan, Louisiana 70047, of the Parish of St. Charles and State of Louisiana,

("Grantor", whether one or more), for themselves, their heirs, successors, and assigns, for TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and adequacy of which consideration are hereby acknowledged, hereby grant, convey and confirm unto:

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC, a Texas limited liability Company, with offices at 1100 Louisiana St., Suite 1000, Houston, Texas 77002, mailing address for all correspondence to P.O. Box 4324, Houston, Texas 77210-4324, Attn: Land Dept., its successors and assigns ("Grantee"):

a right-of-way and servitude being fifty (50) feet in width, with the location of the centerline of said right-of-way and servitude as described on Exhibit "A", and depicted on Exhibit "B", attached hereto and made a part hereof (the "Servitude"), to construct, maintain, operate, repair, alter, replace, relocate, or remove one (1) pipeline, not to exceed twenty-four (24) inches in diameter, 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 as more particularly described in Exhibits "A" and "B" attached hereto and incorporated herein.

TO HAVE AND TO HOLD this Servitude unto Grantee, its successors and assigns forever.

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 has 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 (the "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 or associated facilities as described and depicted on Exhibits "A" and "B", 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, 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 18 inches;

(2) 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 CAUSED BY GRANTEE OR ITS AGENTS, EMPLOYEES, OR REPRESENTATIVES arising out of or in connection with the operations of Grantee herein.

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.

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, including, but not limited to, prior to construction for purposes of location of the pipeline within the servitude, 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) Grantee shall maintain or shall cause to be maintained, in full force and effect throughout the term of this Agreement, at its sole cost and expense, the insurance described below:

- a. Worker's Compensation in accordance with the benefits afforded by the statutory Worker's Compensation Acts applicable to the state, territory or district of hire, supervision or place of accident. Policy limits for worker's compensation shall not be less than statutory limits and for

employer's liability one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) disease each employee, and one million dollars (\$1,000,000) disease policy limit.

- b. Commercial General Liability Insurance including bodily injury, death, property damage, independent contractors, products/completed operations, contractual, and personal injury liability, with a limit of \$1,000,000 per occurrence and in the annual aggregate.
- c. Commercial Automobile Insurance covering owned, hired, rented, and non-owned automotive equipment with a limit of \$1,000,000 per accident.
- d. Excess Umbrella Liability Insurance coverage in excess of the terms and limits of insurance specified in I, a, b and c above with a combined limit of \$5,000,000 per occurrence.
- e. Upon execution of this agreement, Grantee shall furnish Grantor a certificate of insurance evidencing the coverage required herein.
- f. To the extent allowed by law, Grantee shall include Grantor as an additional insured under the policies required above, but only to the extent of Grantee's indemnification obligations hereunder.
- g. GRANTEE shall furnish to GRANTOR a certificate evidencing such insurance and agreeing to give GRANTOR at least thirty (30) days' notice of any cancellation thereof.
- h. Waiver of Subrogation shall be provided on the above required Worker's Compensation insurance.

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

IN WITNESS WHEREOF, Grantor has executed this Right of Way and Servitude Agreement on this 9th day of October, 2014.

GRANTOR

ST. CHARLES PARISH SEWERAGE DISTRICT NO. 1

Anebra Coleman
Witness

Printed name: Anebra Coleman

Tiffany Clark
Witness

Printed name: Tiffany Clark

V.J. St. Pierre, Jr.

By: [Signature]

Title: Parish President

STATE OF Louisiana §
PARISH OF St. Charles §

BEFORE ME, the undersigned authority, personally came and appeared Anebra Coleman 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 V.J. St. Pierre, Jr. execute said instrument as Parish President of the St. Charles Parish Sewerage District No. 1 in the presence of appearer and the other subscribing witness.

Anebra Coleman
Signature of Witness

Anebra Coleman
Printed Name

Sworn to and subscribed before me on this 9th day of Oct, 2014.

Notary Commission Expires: at death

[Signature]

Notary Public for the State of: LA

Printed name: Leone Via

Right of Way
RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON October 9, 2014
AS ENTRY NO. 400923
IN MORTGAGE/CONVEYANCE BOOK
NO. 808 FOLIO 192

#58825 Right of Way
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NO. 808 FOLIO 184

Temp. Road Access Agreement
RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON October 9, 2014
AS ENTRY NO. 400924
IN MORTGAGE/CONVEYANCE BOOK
NO. 808 FOLIO 200

Tract # LA-SC-0010.00070
LA-SC-0010.00070-ABT-W
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.

R 8 E

LA-SC-0007.00000
US Army Corps

Temporary
Access Road
LA-SC-0010.00070
211' X ±15'

Calc. Corner
S 65°02'03" E
186.67'

LA-SC-0009.00000
Gravity Drainage District No. 2
Of St. Charles Parish

POINT OF BEGINNING
(NAD 83)
X= 3,575,300.24
Y= 554,715.72

T
12
S






Sec. 21

LA-SC-0012.00000
Shell Chemical, LP &
Motiva Enterprises, LLC

LA-SC-0011.00000
Shell Oil Company

POINT OF ENDING
(NAD 83)
X= 3,574,947.83
Y= 553,457.30
Calc. Corner
N 70° 17' 07" W 4.41'

LEGEND

-  Section Line
 -  Property Line
 -  CL Proposed Easement = 1,306.83' (79.20 Rods)
 -  Permanent Easement = 0.67 Acres
 -  Temporary Access Road = 0.06 Acres
- Total = 0.73 Acres

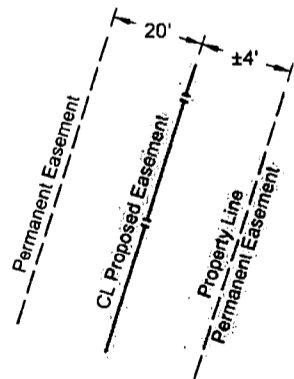
COURSE	BEARING	DISTANCE
1	S 15° 38' 40" W	1,306.83'

NOTES:

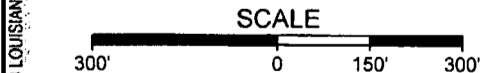
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3. Easement depicted hereon is preliminary and is subject to change regarding dimension and location.
4. Parcels limits represented hereon may not be inclusive of all property owned by landowner noted.



Rex R. Jones
Professional Land Surveyor
Registration No. 4873



RIGHT OF WAY
No Scale



Enterprise TE Products
Pipeline Company LLC



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 1,306.83 FEET (79.20 RODS)
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\ROW\LA-SC-0010.00000.dwg			

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 8th day of October 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 8th day of October, 2014.

GRANTOR

ST. CHARLES PARISH SEWERAGE DISTRICT NO. 1

Aneka Coleman
Witness

Printed name: Aneka Coleman

[Signature]
Witness

Printed name: Tiffany White

V.J. St. Pierre, Jr.

By: [Signature]

Title: Parish President

ACKNOWLEDGMENT

STATE OF Louisiana §
PARISH OF St. Charles §

BEFORE ME, the undersigned authority, personally came and appeared Aneka Coleman 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 V.J. St. Pierre, Jr. execute said instrument as Parish President of the St. Charles Parish Sewerage District No. 1 in the presence of appearer and the other subscribing witness.

[Signature]
Signature of Witness

Aneka Coleman
Printed Name

Sworn to and subscribed before me on this the 8th day of Oct, 2014.

Notary Commission Expires: at death

[Signature]
Notary Public for the State of: LA

Printed name: Leon G. V. [Signature]

Temp. Road Access Agreement
RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON October 9, 2014
AS ENTRY NO. 400924
IN MORTGAGE/CONVEYANCE BOOK
NO. 808 FOLIO 200

58225 Right of Way
RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON October 9, 2014
AS ENTRY NO. 400922

Right of way
RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON October 9, 2014
AS ENTRY NO. 400923

IN MORTGAGE/CONVEYANCE BOOK
NO. 808 FOLIO 192

IN MORTGAGE/CONVEYANCE BOOK
NO. 808 FOLIO 184

Tract # LA-SC-0010.00070
LA-SC-0010.00070-ABT-W
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.

R 8 E

LA-SC-0007.00000
US Army Corps

T
12
S

Temporary
Access Road
LA-SC-0010.00070
211' X ±15'

Calc. Corner
S 65°02'03" E
186.67'

LA-SC-0009.00000
Gravity Drainage District No. 2
Of St. Charles Parish

POINT OF BEGINNING
(NAD 83)
X= 3,575,300.24
Y= 554,715.72

Sec. 21

LA-SC-0012.00000
Shell Chemical, LP &
Motiva Enterprises, LLC

LA-SC-0011.00000
Shell Oil Company

POINT OF ENDING
(NAD 83)
X= 3,574,947.83
Y= 553,457.30

Calc. Corner

N 70° 17' 07" W 4.41'

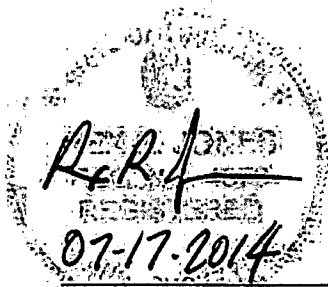
LEGEND

- Section Line
 - - - - - Property Line
 - ====> CL Proposed Easement = 1,306.83' (79.20 Rods)
 - Permanent Easement = 0.67 Acres
 - ▭ Temporary Access Road = 0.06 Acres
- Total = 0.73 Acres

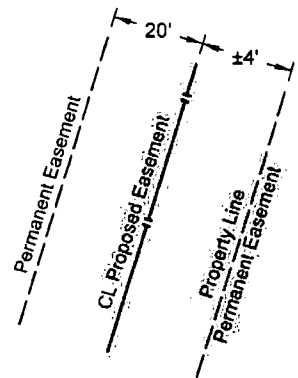
COURSE	BEARING	DISTANCE
1	S 15° 38' 40" W	1,306.83'

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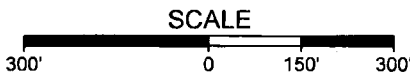


Rex R. Jones
Professional Land Surveyor
Registration No. 4873



RIGHT OF WAY
No Scale

NAD 83 LOUISIANA SOUTH ZONE



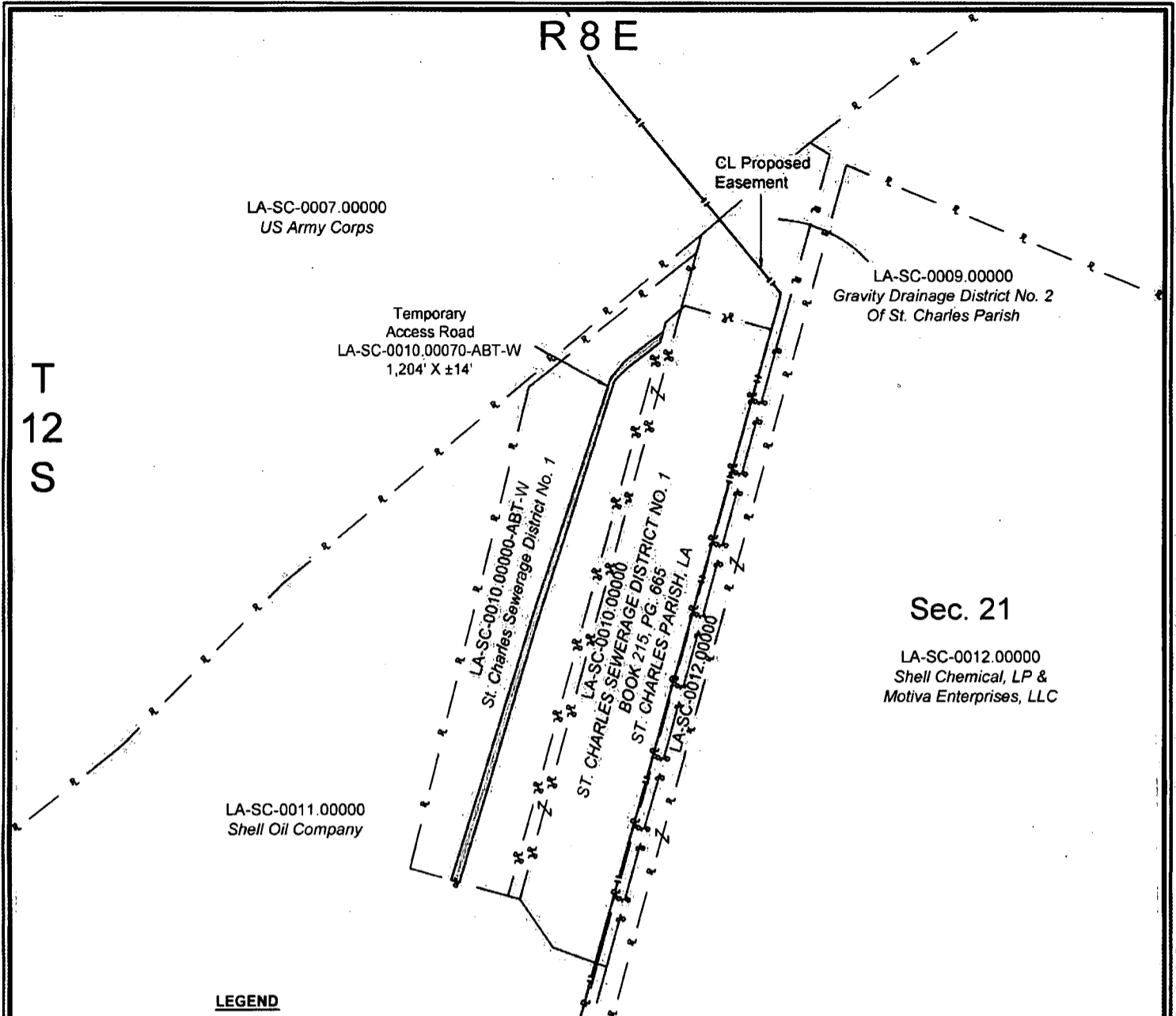
Enterprise TE Products
Pipeline Company LLC

ENTERPRISE TE PRODUCTS PIPELINE COMPANY LLC
Proposed Pipeline Easement
Across the Property Belonging to St. Charles Sewerage District No. 1
CONTAINING 1,306.83 FEET (79.20 RODS)
SEC. 21, T12S-R8E
ST. CHARLES PARISH, LOUISIANA

DRAWN BY: TPD		REVISIONS	
PROJ. MGR.: RRJ	No. 1	DATE: 05/09/2014	REVISED BY: TPD
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FILENAME: T:\2013\2131864\DWG\ROW\LA-SC-0010.00000.dwg			



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



T
12
S

R 8 E

Sec. 21

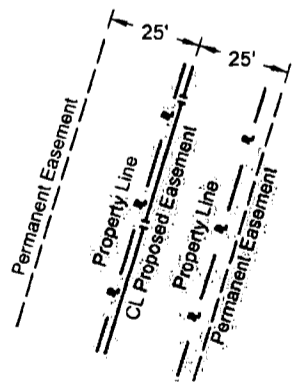
LEGEND

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

NOTES:

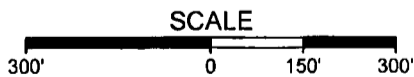
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Rex R. Jones
 07-17-2014
 Rex R. Jones
 Professional Land Surveyor
 Registration No. 4873



RIGHT OF WAY B
No Scale

NAD 83 LOUISIANA SOUTH ZONE



Enterprise TE Products Pipeline Company LLC

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

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