St. Bernard Parish Certified Copy

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First VENDOR
THE NATURE CONSERVANCY

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COASTAL PROTECTION AND RESTORATION AUTHORITY

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Description : TEMPORARY EASEMENT SERVITUDE & RIGHT OF WAY AGREEMENT BAYOU LALOUTRE RIDGE RESTORATION & MARSH CREATION PROJECT PO-0178

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Bernard Parish, Louisiana.

On (Recorded Date) : 05/31/2024

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RANDY S. NUNEZ
Parish of St. Bernard
I certify that this is a true copy of the attached document that was filed for registry and
Recorded 05/31/2024 at 1:13:29
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TEMPORARY EASEMENT, SERVITUDE AND RIGHT-OF-WAY AGREEMENT

BAYOU LA LOUTRE RIDGE RESTORATION & MARSH CREATION PROJECT
PO-0178

ST. BERNARD PARISH, LOUISIANA

STATE OF LOUISIANA

PARISH OF ST. BERNARD

THIS AGREEMENT, made and entered into this 27th day of April, 2023, by and between: **THE NATURE CONSERVANCY (of Arlington, VA)** a non-profit District of Columbia corporation, with its principal place of business being 4245 North Fairfax Drive, Suite 100, Arlington, Virginia 22203 and a local address of P. O. Box 4125, Baton Rouge, LA 70802, hereinafter called the "GRANTOR" (whether one or more), as owner(s) of an interest in the below described property; and

The STATE OF LOUISIANA herein represented by and appearing as follows through:

The **COASTAL PROTECTION AND RESTORATION AUTHORITY ("CPRA")**, as authorized and directed by the policy of the Coastal Protection and Restoration Authority Board, herein represented by and appearing through the Executive Director of CPRA, Glenn Ledet, Jr., domiciled in East Baton Rouge Parish, Louisiana, with offices located at 150 Terrace Avenue, Baton Rouge, Louisiana, 70802, and whose mailing address is P.O. Box 44027, Baton Rouge, Louisiana, 70804-4027, appearing pursuant to the provisions of La. R.S. 49:214.1, *et seq.*, as amended by Act 523 of the 2009 Regular Session and as amended by Act 604 of the 2012 Regular Session of the Louisiana Legislature;

The above mentioned hereinafter collectively referred to as **"STATE"**.

WITNESSETH: For and in consideration of the promises and undertakings by STATE to GRANTOR herein, and further for other good and valuable consideration, including the potential benefits to GRANTOR'S property interests resulting from the hereinafter described project, the receipt and adequacy of which are hereby acknowledged, GRANTOR hereby grants, only to the extent of Grantor's ownership interest, unto STATE, its agents, contactors, subcontractors, successors, assigns, designees or transferees, the temporary rights-of-way, servitudes and easements (hereinafter called "the Agreement"), together with the right to enter in, on, and over, GRANTOR'S property interests, for integrated coastal protection purposes as defined in La. R.S. 49:214.2(11) as part of the Bayou La Loutre Ridge Restoration & Marsh Creation Project, PO-0178 (hereinafter called the "Project") located in, on, or over GRANTOR'S property interests. The Project will be publicly funded and shall be located on the following described property interest, including expressly, but not limited to, any interest in lands or water-covered lands which might be owned by GRANTOR (hereinafter called "said Lands"), to-wit:

Lands situated in Section 15, T14S-R16E, St. Bernard Parish Louisiana and more particularly described and shown as The Nature Conservancy, et al. on hereto attached Exhibit-A, more particularly described as that certain immovable property located in Township 14 South, Range 16 East, St. Bernard Parish, Louisiana, described as follows:

That portion of the E1/2 of SW1/4 of SW1/4 of Section 15, lying south of Bayou La Loutre; and the SW1/4 of SW1/4 of SW1/4 of Section 15.

GRANTOR hereby warrants that GRANTOR understands the Project and accepts any and all impacts to said Lands resulting from construction and implementation of the Project.

I. This Agreement grants the rights to enter said Lands, (further identified on Exhibit A, attached hereto), to perform construction, operation, modification, monitoring, and maintenance and such other activities described on Exhibit B, (attached hereto), necessary to complete the Project.

II. STATE agrees to give reasonable notice to GRANTOR prior to initiation of access to the said Lands for the purpose of implementing, constructing, operating, modifying, monitoring and maintaining the Project.

III. To the extent permitted by Louisiana law, STATE shall, indemnify, and hold GRANTOR harmless against and from all costs, expenses, claims, demands, penalties, suits, fines, and actions of any kind and nature arising from the Project and caused by the actions and fault of STATE or its agents, employees, contractors, subcontractors, successors, assigns and transferees, including any court costs and reasonable and actual litigation expenses and attorneys' fees. However, nothing herein shall be construed as indemnifying or holding GRANTOR or any third person not a party hereto harmless against its own fault or negligence or that of its agents, employees, contractors, successors, subcontractors, assigns and transferees. Should work on said Lands be performed via contract, STATE shall ensure that the contractor lists GRANTOR as additional insured on any policies carried by the contractor, including completed operations coverage. The STATE acknowledges, declares and stipulates that GRANTOR has provided this Agreement at no cost to the STATE under the provisions of La. R.S. 49:214.6.10(C), as amended by Act No. 734 of the 2010 Regular Session of the Louisiana Legislature. This clause shall survive the term of this agreement.

IV. STATE shall be responsible for repair in like manner of any fences, bridges, roads, and other similar facilities and appurtenances located on said Lands which may be damaged or destroyed by STATE, or its designees while on said Lands, but such repair shall be to that condition which existed immediately prior to STATE's activities. STATE shall remove or dispose of all debris associated with construction, operation and maintenance of the Project.

V. STATE acknowledges that La. R.S. 49:214.5.5 provides that no rights whatsoever shall be created in the public, whether such rights be in the nature of ownership, servitude or use, with respect to any private lands or waters utilized, enhanced, created, or otherwise affected by activities of any governmental agency, local, state, or federal, or any person contracting with same for the performance of any activities, funded in whole or in part, by expenditures through the Coastal Protection and Restoration Fund or other sources of funding in accordance with the provision of La. R.S. 49:214.6.2. The STATE further agrees that in the event legal proceedings are instituted by any person seeking recognition of a right of ownership, servitude, or use in or over private property solely on the basis of the expenditure of funds through the Coastal Protection and Restoration Fund or other sources of funding in accordance with the provision of La. R.S. 49:214.6.2, that the State shall indemnify and hold harmless the owner of such property for any costs, expense, or loss related to such proceeding, including court costs and attorney fees. To the extent permitted by La. R.S. 49:214.5.5, the servitude and right-of-way rights granted herein shall be considered real rights and covenants running with the land.

VI. It is understood GRANTOR shall retain the limits of its title and all property rights (subject to the rights of STATE herein) in and to said Lands, and all minerals in, on and under said Lands are not affected in any way hereby. However, no structures and/or appurtenances constructed hereunder pursuant to the Project on said Lands shall be adjusted, removed and/or interfered with by GRANTOR, or anyone holding rights by, through or under GRANTOR.

VII. Subject to the above, in its exercise of the rights herein granted, STATE agrees not to unreasonably interfere with (a) oil and gas operations, (b) agricultural operations, and (c) hunting, trapping and alligator egg operations, (d) fishing, crabbing, or shrimping, now occurring, or authorized to occur, on said Lands. STATE specifically acknowledges the continuing right of GRANTOR, its heirs, successors, assigns, transferees or lessees, to use, occupy and enjoy all of said Lands, for all purposes, in such manner at such times as they, or any of them, shall desire to use same, including, but without limitation, for the purpose of conducting oil, gas or other mineral operations on any of said Lands, for the exploration, discovery, production, storage, transportation and disposition of oil, gas, sulphur or other minerals, under oil, gas and mineral leases or otherwise, and for the purpose of farming, grazing, hunting and trapping fur-bearing animals, alligator egg operations, fishing, crabbing, or shrimping thereon, provided, however, that such use, occupation, and enjoyment shall not unreasonably interfere with the lawful activities of STATE pursuant to this Agreement. To the extent as otherwise not provided herein, GRANTOR shall not unreasonably impair, contravene, and/or interfere with the integrity, features, and/or purposes of the STATE's Project.

VIII. GRANTOR does not warrant title and the grant contained herein is only to the extent of the GRANTOR'S ownership interest. GRANTOR specifically does not warrant or represent the correctness of any survey, or any of the plats attached hereto which purport to show the location of said Lands. If at any time any questions or litigation should arise as to the ownership of any part of the property covered hereby, or as to any boundary or limit of any part of the separate and various Lands covered by this Agreement, this Agreement shall not be construed to be, or permitted to serve as, evidence or as a basis of waiver of any legal rights against any party hereto, or prevent any party hereto from establishing its ownership, or having the boundaries or limits of its property determined, in any lawful manner, anything herein contained to the contrary notwithstanding.

IX. This Agreement does not prejudice any rights or claims to any property that may be owned by GRANTOR or by the State of Louisiana as to the bottoms of natural navigable water bodies, the territorial sea, or the seashore.

X. STATE may assign or transfer, in whole or in part, any or all of its rights hereunder, but only to the extent necessary to implement the purposes of the Project on the said Lands.

XI. This Agreement shall become effective upon the date of the signature of STATE and shall remain in effect for a term of twenty (20) years unless sooner released by STATE.

XII. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their heirs, successors in interest, transferees and assigns.

XIII. This Agreement may be executed in any number of counterparts, each of which shall constitute an original document which shall be binding upon any of the parties executing same. To facilitate recordation of this agreement, the parties hereto agree that individual signature and acknowledgment pages from the various counterparts may be merged and combined with signature and acknowledgment pages from other counterparts.

XIV. This Agreement does not confer or waive any rights except as provided herein.

[*Signature pages to follow*]

IN WITNESS WHEREOF, GRANTOR has executed this Agreement in the presence of the undersigned witnesses on the date below:

WITNESSES:

Print: Terri G Duquet

Print: Leigh Ann Clem

GRANTOR

THE NATURE CONSERVANCY, a District of Columbia non-profit corporation

By: Karen K Gautreaux
KAREN GAUTREAUX,
Louisiana State Director

Date: 4/27/2023

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF St. Tammany

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish/County and State aforesaid, on this 27th day of April, 2023, personally came and appeared **Karen Gautreaux**, who declared that she is the **Louisiana State Director** of **THE NATURE CONSERVANCY**, that he/she executed the foregoing instrument on behalf of said Corporation and that the instrument was signed pursuant to the authority granted to her by said Corporation and that she acknowledged the instrument to be the free act and deed of said Corporation.

Jennifer M. Hecke

Print Name: Jennifer M. Hecke
NOTARY PUBLIC
Notary #134400

Notary or Bar # 134400
My commission expires: with life
(SEAL)

NOTARY ATTESTS TO SIGNATURES ONLY

IN WITNESS WHEREOF, STATE has executed this Agreement in the presence of the undersigned witnesses on the date below:

WITNESSES:

Christopher Goodnow

Print: Christopher Goodnow

James L. Altman

Print: James L. Altman

COASTAL PROTECTION AND RESTORATION AUTHORITY

By: _____
GLENN LEDET, JR.

Title: Executive Director

Date: 4/16/24

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 29 day of April, 2024, personally came and appeared **GLENN LEDET, JR.**, who declared that he is the **Executive Director**, of the Coastal Protection and Restoration Authority, State of Louisiana, that he executed the foregoing instrument on behalf of said State Agency and that the instrument was signed pursuant to the authority granted to him by said State Agency and that he acknowledged the instrument to be the free act and deed of said State Agency.

_____
Print Name: J. RYAN VIVIAN
NOTARY PUBLIC

Notary or Bar # 33424
My commission expires: with life
(SEAL)

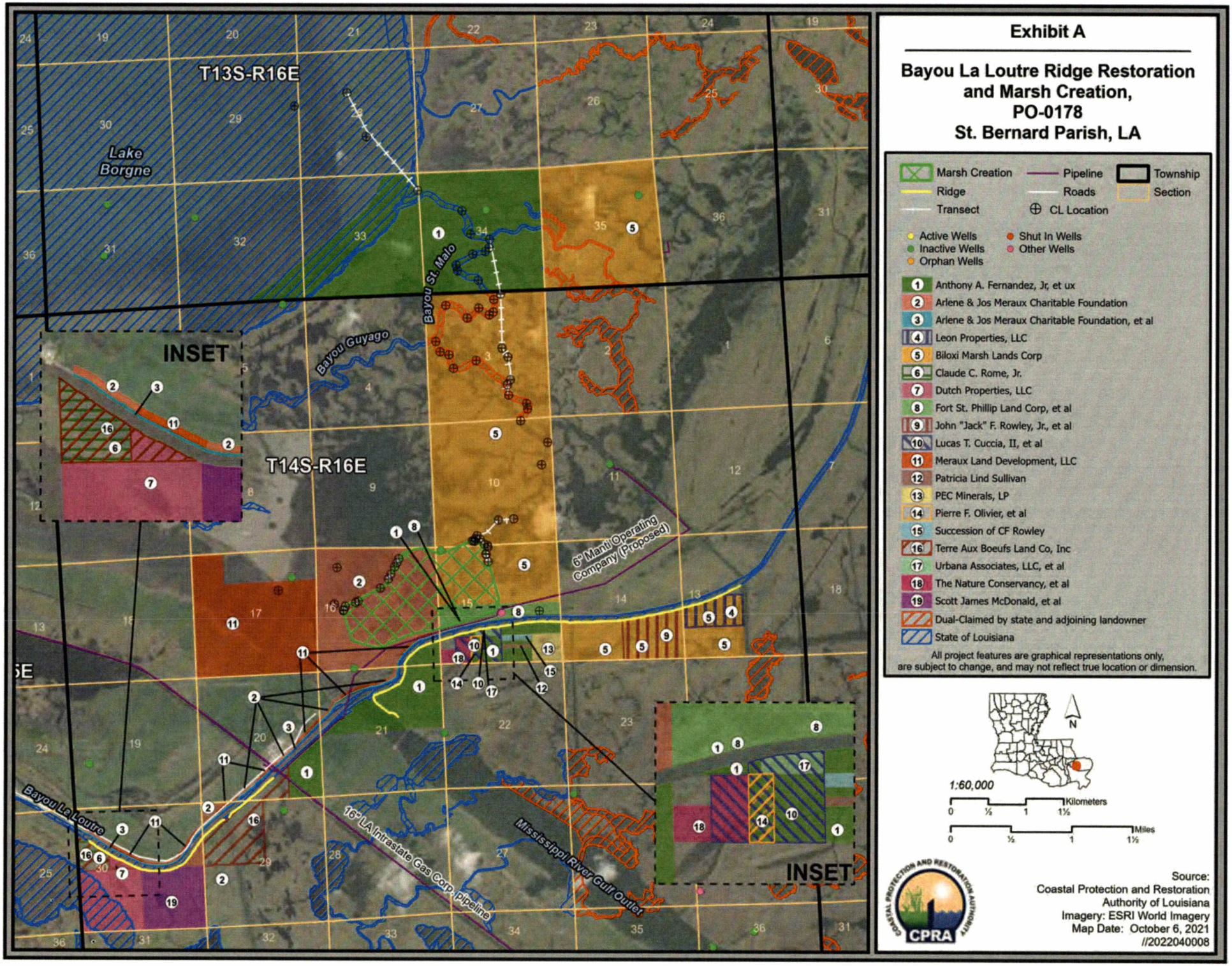

T13S-R16E
T14S-R16E
Lake Borgne
Bayou St. Malo
Bayou Guyago
Bayou La Loutre
INSET
INSET
6" Manti Operating Company (Proposed)
16" LA Intrastate Gas Corp. Pipeline
Mississippi River Gulf Outlet
Exhibit A
Bayou La Loutre Ridge Restoration and Marsh Creation, PO-0178
St. Bernard Parish, LA
Marsh Creation
Ridge
Transect
Pipeline
Roads
CL Location
Township
Section
Active Wells
Inactive Wells
Orphan Wells
Shut In Wells
Other Wells
1 Anthony A. Fernandez, Jr, et ux
2 Arlene & Jos Meraux Charitable Foundation
3 Arlene & Jos Meraux Charitable Foundation, et al
4 Leon Properties, LLC
5 Biloxi Marsh Lands Corp
6 Claude C. Rome, Jr.
7 Dutch Properties, LLC
8 Fort St. Phillip Land Corp, et al
9 John "Jack" F. Rowley, Jr., et al
10 Lucas T. Cuccia, II, et al
11 Meraux Land Development, LLC
12 Patricia Lind Sullivan
13 PEC Minerals, LP
14 Pierre F. Olivier, et al
15 Succession of CF Rowley
16 Terre Aux Boeufs Land Co, Inc
17 Urbana Associates, LLC, et al
18 The Nature Conservancy, et al
19 Scott James McDonald, et al
Dual-Claimed by state and adjoining landowner
State of Louisiana
All project features are graphical representations only, are subject to change, and may not reflect true location or dimension.
N
1:60,000
Kilometers
0 ½ 1 1½
Miles
0 ½ 1 1½
Source:
Coastal Protection and Restoration Authority of Louisiana
Imagery: ESRI World Imagery
Map Date: October 6, 2021
//2022040008

Exhibit B

Attached to and made a part of the certain Temporary Easement, Servitude and Right-of-Way Agreement by and between **THE NATURE CONSERVANCY (of Arlington, VA)** and the Coastal Protection and Restoration Authority, dated the 27th day of April, 2023.

Project Activities and Features

a. The right to construct (including the necessary excavation and/or filling), operate, maintain and monitor water control structures including all appurtenances thereto, in, over and across the said Lands as shown on Exhibit A;

b. The right to construct, operate, maintain and monitor structures or improvements to enhance the deposition of sediment upon said Lands as shown on Exhibit A;

c. The right to plant or cause the growth of vegetation in, on, over and across said Lands, including the right to nourish, replenish and maintain said vegetation at locations shown on Exhibit A;

d. The right to plug, close or fill selected channels, canals, ditches, streams or waterbodies located on said Lands as shown on Exhibit A;

e. The right to construct (including the necessary borrow areas), maintain and monitor overflow banks so as to preclude the exchange of channelized water on, over and across said Lands shown on Exhibit A;

f. The right to deposit dredged sediment and/or fill material on, over and across said Lands by either natural or mechanical means, including the right to alter land and/or water contours and undertake management practices to enhance or extend the beneficial use of dredged or sediment deposition for wetland creation, restoration and enhancement as shown on Exhibit A;

g. The right to borrow, excavate, grade, and remove soil, vegetation and associated materials from the said Lands as shown on Exhibit A;

h. The right to construct, operate, maintain and monitor channel improvements works on, over and across said Lands, including the right to enlarge, improve, deepen or realign existing channels, canals, ditches or other waterways as shown on Exhibit A;

i. The right to construct and maintain fencing material to encourage the deposition of sand/sediment on said Lands as shown on Exhibit A;

j. The right to relocate, alter, replace or remove appropriate pipelines, utility lines, facilities or other structures in, on, under, and across said Lands as shown on Exhibit A;

k. The right to construct, locate, maintain and service required monitoring devices and equipment on said Lands as shown on Exhibit A;

l. The right to post warning signs or notices on or near appropriate Project features on said Lands, as may be deemed necessary by STATE;

m. The right to alter, remove, and leave structures and/or appurtenances constructed on said Lands by State pursuant to the Project. If STATE exercises its right to leave structures and/or appurtenances constructed on said Lands, STATE shall notify the GRANTOR and give the GRANTOR a reasonable opportunity to object to leaving any structures and/or appurtenances on said Lands.

n. The right to enter said Lands for the purpose(s) of conducting surveys, inspections and investigations required by STATE to evaluate the effectiveness of the Project and Project features, including maintaining/improving wetland and/or restored land quantity and quality;

o. The right to enter and traverse said Lands to access Project features located on adjacent Lands;

p. The right, to permanently overflow, flood and submerge the said Lands, *including the right to deposit dredged or sediment material on, over and across said Lands* in connection with the operation and maintenance of the Project, and the continuing right to clear and remove any brush, debris and natural obstructions on said Lands which may be detrimental to the Project as determined by CPRA, its successors and assigns, provided that no excavation shall be conducted and no landfill placed on said Lands without *GRANTOR'S* approval as to the said location and method of excavation and/or placement of landfill; and

q. The right to make modifications to the above, but only insofar as changes pertain to materials for Project features and minor changes to project feature locations, as may be deemed necessary by STATE to fully and properly implement and maintain the Project.

CORPORATE RESOLUTION, INCUMBENCY CERTIFICATE AND AFFIDAVIT OF THE NATURE CONSERVANCY
a nonprofit District of Columbia corporation

The undersigned authority, personally appeared Laura P. Robinson ("Affiant"), as Assistant Secretary of THE NATURE CONSERVANCY, a nonprofit District of Columbia corporation, (the "Corporation") who after first being duly sworn, deposes and says as follows:

1. Corporate Resolution. Appropriate resolutions of the Board of Directors of the Corporation, or its authorized designee, in substantially the form set forth below, were duly passed and adopted in connection with the execution of a Temporary Easement, Servitude and Right-of-Way Agreement by the Corporation to the State of Louisiana, represented by the Coastal Protection and Restoration Authority ("CPRA") over property described in Exhibit A (only as to the interest owned by the Corporation) (the "Project"). The resolutions have not been revoked and are in full force and effect on the date hereof.

> Any officer of The Nature Conservancy, any person designated in writing by any such officer, or a Vice President, or any person designated in writing by a Vice President may take any and all actions (including executing and delivering any and all documents necessary or required of it), provided such actions are consistent with internal policies and procedures necessary to implement the Project as described above.

2. Incumbency Certificate. Affiant states that Karen Gautreaux is the Louisiana State Director of the Corporation and that she is duly authorized to act on behalf of the Corporation in connection with the Project, without the attestation of any secretary or assistant secretary for the Corporation.

3. Statements Made Under Oath. Affiant is familiar with the nature of an oath and has made the foregoing statements under penalty of perjury.

Affiant:

Laura P. Robinson, Assistant Secretary

Date: 7/6/2023

EXHIBIT A TO CORPORATE RESOLUTION

DESCRIPTION OF PROPERTY

That certain immovable property located in Township 14 South, Range 16 East, St. Bernard Parish, Louisiana, described as follows:

That portion of the E1/2 of SW1/4 of SW1/4 of Section 15, lying south of Bayou La Loutre; and the SW1/4 of SW1/4 of SW1/4 of Section 15.