# TERREBONE BASIN BARRIER ISLAND AND BEACH NOURISHMENT / WEST BELLE HEADLAND RESTORATION (TE-143 / TE-118)

#### **APPENDIX C**

### LANDOWNERS AGREEMENTS AND PIPELINE INFORMATION

#### TERREBONNE AND LAFOURCHE PARISHES, LOUISIANA





# STATE OF LOUISIANA COASTAL PROTECTION AND RESTORATION AUTHORITY

**JUNE 2019** 



										BEACH NOURISHMENT PI PELINE SPREADSHEET - N					
			PIPELINE INFORM	ATION					CONTACT INFORMATION	ON			REPORTED INFORMATION		RESEARCH NOTES
MAP ID	ROW NO.	PROJECT AREA	OPERATOR NAME	PIPELINE STATUS	NO. & SIZ	E PRODUCT BUR	RIAL INFO	CONTACT NAME	CONTACT ADDRESS	PHONE/FAX/EMAIL	MAPPING SOURCE	PRIMARY SOURCE OF RECORDS INCLUDED IN REPORT	ADDITIONAL SOURCES OF RECORDS INCLUDED IN REPORT	CONTACT INFORMATION SOURCE	NOTES
WBP-1		West Belle Pass	Chevron Pipe Line Company	unknown	1-6"	OIL	Stev	ven J. Fontana	Attn: Land Team Lead South 1400 Smith St., 38114 Houston, TX 77002	Office (985) 446-4658 Mobile (985) 791-9150 sfontana@chevron.com	Lafourche Parish Conveyance Records	Lafourche Parish Conveyance Records	SONRIS P19981686	Operator's reply to GCR's Oct. 26, 2018 letter.	Louisiana Land and Exploration ROW Grant and Pipeline Permit. U.S. Army Corps of Engineers Permit LMNKD 800.6 (Timbalier Bay) 35.
WBP-2		West Belle Pass	Chevron Pipe Line Company	unknown	1-10"	OIL	Stev	ven J. Fontana	Attn: Land Team Lead South 1400 Smith St., 38114 Houston, TX 77003	Office (985) 446-4658 Mobile (985) 791-9150 sfontana@chevron.com	Lafourche Parish Conveyance Records	Lafourche Parish Conveyance Records	SONRIS P19981618	Operator's reply to GCR's Oct. 26, 2018 letter.	Louisiana Land and Exploration ROW Grant and Pipeline Permit. U.S. Army Corps of Engineers Permit LMNKD 800.6 (Timbalier Bay) 43.
P-14	4803	West Belle Pass	Chevron Pipe Line Company	unknown	1-10"	OIL	Stev	ven J. Fontana	Attn: Land Team Lead South 1400 Smith St., 38114 Houston, TX 77004	Office (985) 446-4658 Mobile (985) 791-9150 sfontana@chevron.com	Lafourche Parish Conveyance Records	Lafourche Parish Conveyance Records Plaguemines Parish		Operator's reply to GCR's Oct. 26, 2018 letter.	
WBP-17		West Belle Pass	Chevron U.S.A., Inc.	unknown	unknown	OIL, GAS & HYDROCARBONS	Regu	E. Dunaway ulatory Affairs cialist	100 Northpark Blvd. Covington, LA 70433	Ph: (985) 773-6554 Erin.Dunaway@chevron.com		Conveyance Records; Lafourche Parish Conveyance Records	SONRIS P19981618	Operator's reply to GCR's Oct. 26, 2018 letter.	Louisiana Land and Exploration ROW Permit.
							Land	colm Sonnier d Representative f of Mexico Business t	101 Northpark Blvd. Covington, LA 70433	Office: (985) 773.6771 Cell: (985) 590.0858 Fax: (985) 773.7110 MalcolmSonnier@chevron.com					Additional contact as requested by operator in reply to GCR's letter dated October 26, 2018.
P-3	154	West Belle Pass	Chevron U.S.A., Inc.	unknown	2-6"	OIL, GAS, LIQUIDS						Lafourche Parish Conveyance Records		See above entries for WBP-17.	Right of Way was released on March 4, 1993.
WBP-3	3389	West Belle Pass	Discovery Gas Transmission, LLC	In Service	1-30"	NATURAL GAS		e Fincher eline Supervisor	1474 Highway 24 Larose, LA 70373	Ph: (985) 798-5907 dale.fincher@williams.com	Lafourche Parish Conveyance Records	Lafourche Parish Conveyance Records	SONRIS P19960230	Operator's reply to GCR's Oct. 26, 2018 letter.	This pipeline was mapped from two sources: a Pipe Line Permit granted by LL & E on 12.17.1996 and from State of LA Pipeline ROW No. 3389 granted on 2.7.1997. The mapped routes do not align exactly, therefore both are shown on GCR's Pipeline Location Map for the West Belle Pass Area. P19960230 - permit to install 104 mile 30" and 24"pipeline transferred from Texaco to Discovery in 1998.
							Tech Man	y Knight, Jr. hnical Services nager	P.O. Box 1699 Larose, LA 70373	Office: 985-798-5917 Cell: 985-856-8072 Jerry.Knight@williams.com	Left and De list	L. fr. a. b. D. i. b. C.		Operator's reply to GCR's Oct. 26, 2018 letter - additional point of contact.	Additional point of contact as requested by operator in reply to GCR's letter dated October 26, 2018.
WBP-4	906	West Belle Pass	Kinetica Partners, LLC	unknown	1-16"	NATURAL GAS		t Cheramie, Sr. e-President	224 Aviation Road Houma, LA 70363	Ph: (985) 879-3516	Lafourche Parish Conveyance Records	Lafourche Parish Conveyance Records		Taken from Kinetica LLC website.	
WBP-9		West Belle Pass	Kinetica Partners, LLC	unknown	1-16"						Lafourche Parish Conveyance Records	Lafourche Parish Conveyance Records		See above entry for WBP-4.	Permits granted by LL & E do not specify pipeline diameter or product to be transported. Diameter size was referenced in SONRIS permit file P20140795 covering removal of an adjacent 4" pipeline (identified as WBP-16 on GCR's map).
WBP-16	2804	West Belle Pass	Kinetica Partners, LLC	unknown	1-4"	NATURAL GAS						Lafourche Parish Conveyance Records		See above entry for WBP-4.	P20140795 - Permit issued to Tenn Gas to remove approximately 2483' of 1-4" gas pipeline.
P-2	942	West Belle Pass	Kinetica Partners, LLC	unknown	1-12"	NATURAL GAS						Lafourche Parish Conveyance Records		See above entry for WBP-4.	Right of Way was released on January 12, 2012.
WBP-5		West Belle Pass		unknown	1-4"	GAS	c/o F	n Myers Pantera Partners 1981 illling Program	I- 2200 Mercantile Bank Bldg. Dallas, Texas 75201		Lafourche Parish Conveyance Records	Lafourche Parish Conveyance		The mailing address was taken from the Louisiana Secretary of State's online business listing for Pantera Partners 1981-1 Drilling Program.	SONRIS online permit file P19840104 includes a green card showing permitted work started on March 16, 1986. The permit authorized installation of one 4" gas pipeline (same as covered by ROW 2248). SONRIS Well File for SL 6430 No. 1, Serial #184984 includes documents indicating this is a formerly productive well that was plugged and abandoned as of November 18, 1989. The well file does not indicate if a pipeline was removed.  A search of the Louisiana Secretary of State's website identified Sam Myers as an Officer/General Partner of an active company, Pantera Partners 1981-1 Drilling Program.



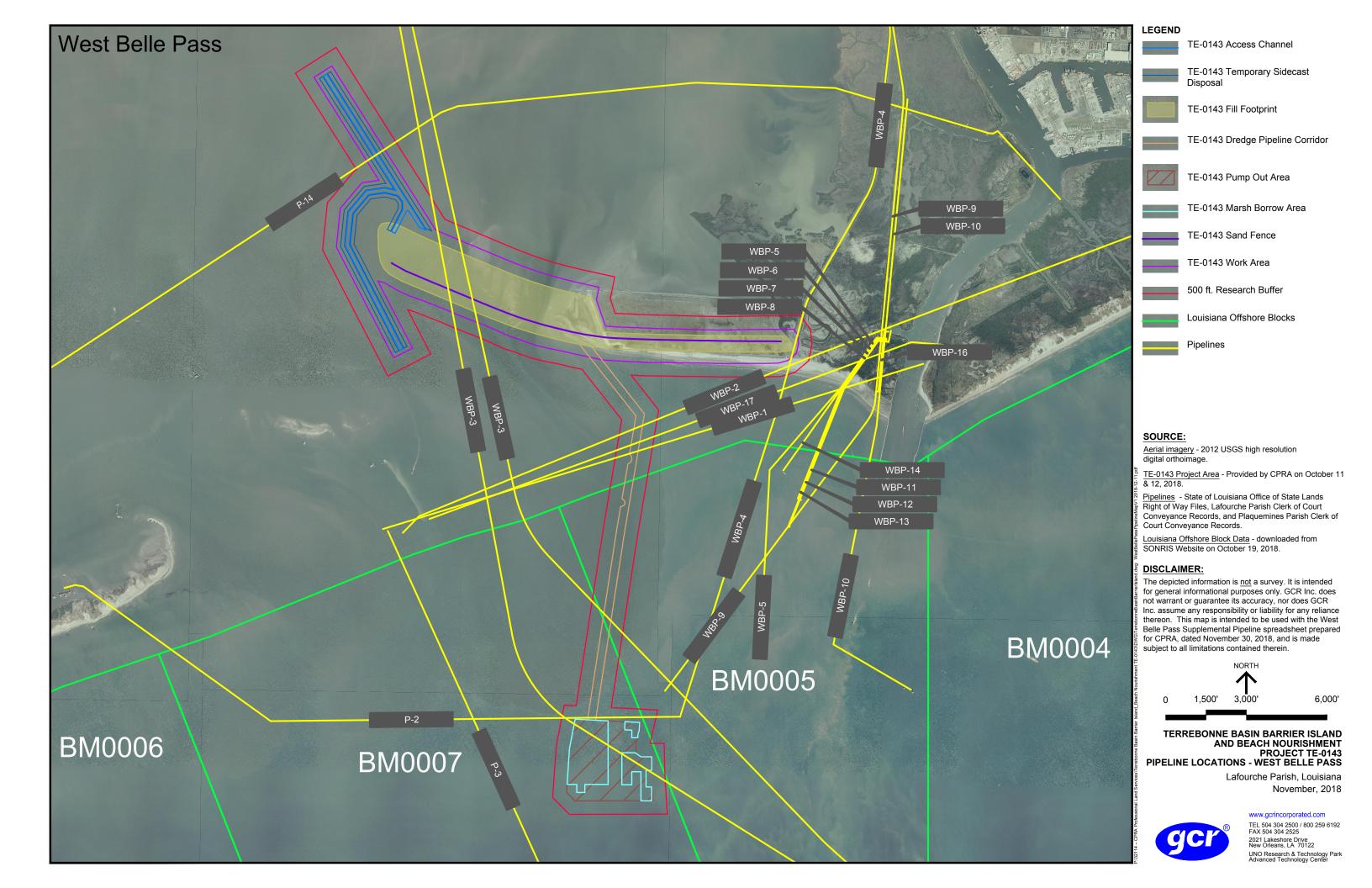
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			PIPELINE INFORMA	TION					CONTACT INFORMATIO	N	,		REPORTED INFORMATION		RESEARCH NOTES
МАР	ID ROW NO	D. PROJECT AREA	OPERATOR NAME	PIPELINE STATUS	NO. & SIZ	E PRODUCT	BURIAL INFO	CONTACT NAME	CONTACT ADDRESS	PHONE/FAX/EMAIL	MAPPING SOURCE	PRIMARY SOURCE OF RECORDS INCLUDED IN REPORT	ADDITIONAL SOURCES OF RECORDS INCLUDED IN REPORT	CONTACT INFORMATION SOURCE	NOTES
WBP-	0 165	3 West Belle Pass	Louisiana Intrastate Gas Corporation (Enlink LIG, LLC)	unknown	1-12"	NATURAL GAS		Brian Lamb, Director, Commercial (Bridgeline Holdings & Louisiana Intrastate Gas)	1722 Routh St. Suite 1300 Dallas, Texas 75201	Ph: (713) 739-3250				Regional contact name for Louisiana Gulf Coast - NGLs Crude, & Gas and corporate address taken from the Enlink website.	
WBP-	i	West Belle Pass	Hilcorp Energy I, LP	unknown	unknown	GAS		Jason C. Rebrook, President	1111 Travis Street Houston, Texas 77002	Ph: (713) 209-2400 Fax: (713)209-2478		Lafourche Parish Conveyance Records		Contact information taken from the company website for the corporate office.	WBP-6 was mapped from the Pipe Line Permit, dated January 31, 1983, granted by LL& E to Quintana for 3 existing natural gas pipelines.
WBP-	4	West Belle Pass	Hilcorp Energy I, LP	unknown	unknown	GAS					See Research Notes		SONRIS P19812033		WBP-14 aligns with WBP-6 and is shown as an existing pipeline traveling onshore from Quintana's SL 6430 Well No. 3 on the plat included in the P19812033 Coastal Use Permit file.
WBP-		West Belle Pass	Hilcorp Energy I, LP	unknown	unknown	GAS						Lafourche Parish Conveyance Records			WBP-7 was mapped from the Pipe Line Permit, dated January 31, 1983, granted by LL& E to Quintana for 3 existing natural gas pipelines.
WBP-	3	West Belle Pass	Hilcorp Energy I, LP	unknown	unknown	GAS					See Research Notes		SONRIS P19812033		WBP-13 aligns with WBP-7 and is shown as an existing pipeline traveling onshore from Quintana's SL 6430 Well No. 4 on the plat included in the P19812033 Coastal Use Permit file.
WBP-	:	West Belle Pass	Hilcorp Energy I, LP	unknown	unknown	GAS						Lafourche Parish Conveyance Records			WBP-8 was mapped from the Pipe Line Permit, dated January 31, 1983, granted by LL& E to Quintana for 3 existing natural gas pipelines.
															WBP-12 aligns with WBP-8 and is shown as one of <b>two proposed pipelines</b> traveling onshore from Quintana's SL 6430 Well No. 5 on the plat included in the P19812033 Coastal Use Permit file. WBP-11 parallels WBP-12 and is the second of the <b>two proposed pipelines</b> permitted by P19812033 to transport oil and gas produced from SL 6430 Well No. 5 in Bay Marchand Area Block 5. Coastal Use Permit P20122038 authorizing partial removal of one 3" pipeline serving SL 6430 Well No. 5 was issued on May 12, 2014. The permit file
WBP- WBP-		West Belle Pass	Hilcorp Energy I, LP	unknown	2-3"	OIL & GAS					See Research Notes		SONRIS P19812035 & P20120238		does not contain any indication that the permitted work was started.

#### NOTES: Limitations

- 1) The information contained in this spreadsheet includes research results previously reported to CPRA in connection with the East Timbalier Island Restoration Project (TE-0118) in six separate, operator specific Limited Pipeline/Utility Reports and is subject to all limitations contained in said Limited Pipeline/Utility Reports.
- 2) The information contained in this spreadsheet is limited to ownership of the known pipelines and flowlines identified herein and does not purport to identify the existence of all pipelines and flowlines in the West Belle Pass area of the Terrebonne Basin Barrier Island and Beach Nourishment Project (TE-0143).
- 3) This spreadsheet does not purport to identify surface ownership or encumbrances such as mortgages, liens, civil suits or any other document that could encumber said property.
- 4) This spreadsheet was prepared for the use of the State of Louisiana Coastal Protection and Restoration Authority, exclusively. No warranty, express or implied, is made whatsoever in connection with the information contained in this spreadsheet.
- 5) The information contained in this spreadsheet is retrieved and accurate to the best available resources.

#### **Additional Research**

- 1) Operator Names contained in this spreadsheet were obtained from the six separate, operator specific Limited Pipeline/Utility Reports described above and run forward as Vendors in the Lafourche Parish Clerk of Court conveyance records to ensure that there have not been any assignments since the completion of the TE-0118 research.
- 2) The search period for this additional research was July 1, 2017 through November 29, 2018.
- 3) In an effort to expedite the Project, this additional research was performed using online versions of the public records. While the custodians of these online public information sources strive in good faith to provide accurate information online, these versions are not guaranteed or official. Accordingly, GCR cannot be responsible for any inaccuracies in GCR's reporting which are based on inaccuracies that may be encountered in the online public information sources.





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			PIPELINE INFO	ORMATION					CONTACT INFORMA	ATION		SOURCES	S OF REPORTED INFORMATION		RESEARCH NOTES
MAP ID LO	MAP	PROJECT ARFA	OPERATOR NAME	ROW or SEGMENT NO.	PIPELINE STATUS	NO. & SIZE	PRODUCT	BURIAL INFO CONTACT NAME	CONTACT ADDRESS	PHONE/FAX/EMAIL	MAPPING SOURCE	PRIMARY SOURCE OF RECORDS INCLUDED IN REPORT	ADDITIONAL SOURCES OF RECORDS INCLUDED IN REPORT	CONTACT INFORMATION SOURCE	NOTES
		TRINITY- EAST	TEXAS GAS TRANSMISSION, LLC	901	Partially abandoned in place/partially removed	1-8"	GAS	Mr. Mike Wooden	9 Greenway Plaza Suite 2800 Houston, Texas 77046	Ph: (901) 476-5311	Terrebonne Parish Conveyance Record	Terrebonne Conveyance Records	SONRIS - P20160371; CONOCO-PHILLIPS	Correspondence in OSL ROW file dated 8/3/2017. Same as mailing address shown on LA Secretary of State's website.	Pipeline partially removed, partially abandoned in place. OSL Right of Way was released as of December 7, 2015. Permit originally granted by LL&E covering Isles
TE-02 AF	REA 1	TRINITY- EAST	EL PASO FIELD SERVICES, L.P.	3199	Unknown	1-8"	GAS/ CONDENSATE	Ε	1001 Louisiana St Houston, Texas 77002		Office of State Lands Right-of-Way File	Terrebonne Conveyance Records	Office of State Lands Right-of-Way File; SONRIS - P19950698	- I	Right of Way was granted for a 20 year term and would have expired in 2015. No record renewal was found.
TE-02 AF	REA 1	TRINITY- EAST	KINETICA PARTNERS, LLC	3199				Mr. Kurt Cheramie Sr. Vice-President Kinetica Partners, LL	224 Aviation Road C Houma, Louisiana 70363	Ph: (985) 879-3516				Kinetica Partners, LLC website.	Same pipeline as above entry. This row represents alternate contact information on A system map included on the Kinetica Partners, LLC website indicates this pipeline may now be a part of the Kinetica Energy Express System.
TE-03 AF	REA 1	TRINITY- EAST	STONE PETROLEUM CORPORATION	3054	Possibly abandoned in place	1-3.5"	NATURAL GAS	D. Peter Canty President, Director	625 East Kaliste Saloom Road Lafayette, Louisiana 70508		Terrebonne Parish Conveyance Record	Terrebonne Conveyance Records	SONRIS - P19940124	Mailing address taken from LA Secretary of State's website, which shows operator is inactive/withdrew.	Authorization given by DNR on November 2' 1995 to abandon pipeline in place. Right of Way was released as of April 15, 1996.
TE-04 AF	REA 1	TRINITY- EAST	BRAMMER ENGINEERING, INC.	5422	Unknown	1-3.5"	NATURAL GAS	Mr. Mark Barton	113 Heymann Blvd, Building 7 Lafayette, Louisiana 70503	Ph: (337) 232-2215 Ph: (318) 429-2345 mark.barton@brammer.con		Office of State Lands Right-of Way File	f- SONRIS - P20120967	•	A recorded Right of Way No. 5422 was not found. An As-Built was located in the SONR permit file.
TE-05 AF	REA 1	TRINITY- EAST	BLACK ELK ENERGY OFFSHORE OPERATIONS, LLC	5172	Unknown	1-4"	OIL	Mr. Douglas W. Fehr	11451 Katy Freeway, Suite 500 Houston, Texas 77079	Ph: (281) 598-8615 dfehr@blackelkenergy.com		Terrebonne Conveyance Records	SONRIS - P20091037	file P20091037. LA Secretary of State's website shows operator as	Operator is a Debtor in a current bankruptcy proceeding. The registered trustee is Richar Schmidt, c/o Okin & Adams LLP, 1113 Vine Street, Suite 201, Houston, Texas 77002.
TEF-01 AF	REA 2	TRINITY- EAST	TRANSCONTINENTAL GAS PIPE LINE COMPANY	5137	Active	1-20"	GAS	Mr. Rory L. Miller Senior Vice-Presiden	2800 Post Oak Boulevard P.O. Box 1396 It Houston, Texas 77056	Ph: (713) 215-2000 brandon.towle@williams.com	BSEE Online Data Center Scanned Pipeline Map (As- m Built)	BSEE Online Data Center Scanned Pipeline Maps and Scanned Right-of-Way Files		Contact address, phone and email were taken from correspondence dated 2016 in BSEE file. LA Secretary of State shows a mailing address of One William Center, MD 47, Tulsa, OK 74172 but company website shows address matching one in BSEE files.	BSEE Pipeline ROW OCS-G03849.
TEF-02 AF	REA 2	TRINITY- EAST	FIELDWOOD ENERGY LLC	5408	Active	1-8"	OIL	Mr. Paul Gluth Sr. Vice President	2000 West Sam Houston Parkway South Suite 1200 Houston, Texas 77042	Ph: (713) 969-1000 (Houston Ph: (337) 354-8000 (Lafayette		BSEE Online Data Center Scanned Pipeline Maps and Scanned Right-of-Way Files	BSEE Online Data Center Scanned Adjudication Files	Address is taken from BSEE and matches with LA Secretary of State website, which shows operator as active/in good standing. Contact name and phone numbers were taken from company website.	BSEE Pipeline ROW OCS-G09317. As-built taken from Data Center is poor image, therefore GCR used queried pipeline location data for mapping.
TEF-03 AF	REA 2	TRINITY- EAST	APACHE CORPORATION	5810	Abandoned	1-6"	BULK OIL	Mr. John J. Christmann President, Director	2000 Post Oak Boulevard, Suite 100 Houston, Texas 77056- 4400	Ph: (713) 296-6000	BSEE Online Data Center Scanned Pipeline Map (As- Built)	BSEE Online Data Center Scanned Pipeline Maps	BSEE Online Data Center Scanned Active-Inactive Leases and Adjudication Files; Serial Register Page		Abandoned as of December 13, 2006. As of May 17, 2018, Federal OCS Oil and Gas Lease No. OCS-G02924 is a producing lease operated by Fieldwood Energy LLC.
TEF-04 AF	REA 2	TRINITY- EAST	TALOS ENERY OFFSHORE LLC	7261	Propose Abandonment	1-8"	OIL	Mr. Timothy S. Duncan President & CEO	333 Clay Street, Suite 3300 Houston, Texas 77002	Ph: (713) 328-3000	BSEE Online Data Center Scanned Pipeline Map (As- Built)	BSEE Online Data Center Scanned Pipeline Maps and Scanned Right-of-Way Files	BSEE Online Data Center Scanned Adjudication Files and Company Files		Abandonment in place approved on July 19, 2018. BSEE Pipeline ROW OCS-G07533 was relinquished/terminated on March 21, 2018.
TEF-05 AF	REA 2	TRINITY- EAST	APACHE CORPORATION	7979	Abandoned	1-2"	GAS LIFT				BSEE Online Data Center Scanned Pipeline Map (As- Built)	BSEE Online Data Center Scanned Pipeline Maps	BSEE Online Data Center Scanned Active-Inactive Leases and Adjudication Files; Serial Register Page	See entry at TEF-03.	Abandoned as of August 10, 2008. As of Ma 17, 2018, Federal OCS Oil and Gas Lease No. OCS-G02924 is a producing lease operated b Fieldwood Energy LLC.



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MAPI	MAP D LOCATIOI	PROJECT N AREA	PIPELINE INFORM OPERATOR NAME	ROW or SEGMEN <sup>T</sup> NO.		NO. & SIZE	PRODUCT	BURIAL INFO	CONTACT NAME	CONTACT INFORMAT	PHONE/FAX/EMAIL	MAPPING SOURCE	PRIMARY SOURCE OF RECORDS INCLUDED IN REPORT	ADDITIONAL SOURCES OF RECORDS INCLUDED IN REPORT	CONTACT INFORMATION SOURCE	NOTES
TEF-06	S AREA 2	TRINITY- EAST	BOIS D'ARC OFFSHORE LTD.	8017	Abandoned & Combined	1-8"	OIL			600 Travis Street, Suite 5200 Houston, Texas 77002		BSEE Online Data Center Scanned Pipeline Map (As- Built)	BSEE Online Data Center Scanned Pipeline Maps and Scanned Right-of-Way Files		·	Abandoned and combined as of December 22, 2005. BSEE Pipeline ROW OCS-G01951 was relinquished/terminated on October 3, 2012.
TEF-06	6 AREA 2	TRINITY- EAST	COMSTOCK OFFSHORE, LLC	8017						5300 Town & Country Blvd., Suite 500 Frisco, Texas 75034		BSEE Online Data Center Scanned Pipeline Map (As- Built)	BSEE Online Data Center Scanned Pipeline Maps and Scanned Right-of-Way Files	Louisiana Secretary of State Detailed Business Listing.	Alternate address taken from LA Secretary of State website, which shows operator as inactive/withdrew.	Same pipeline as above entry. This row represents alternate contact information only. This operator was also identified in BSEE files for TEF-06.
TEF-07	AREA 2	TRINITY- EAST	APACHE CORPORATION	9579	Abandoned	1-3"	BULK OIL					BSEE Online Data Center Scanned Pipeline Map (As- Built)	BSEE Online Data Center Scanned Pipeline Maps	BSEE Online Data Center Scanned Active-Inactive Leases and Adjudication Files; Serial Register Page	See entry at TEF-03.	Abandoned as of October 1, 2010. As of May 17, 2018, Federal OCS Oil and Gas Lease No. OCS-G02924 is a producing lease operated by Fieldwood Energy LLC.
TEF-08	B AREA 2	TRINITY- EAST	APACHE CORPORATION	10242 10243	Abandoned Abandoned	1-2" 1-4"	GAS LIFT BULK OIL					BSEE Online Data Center Scanned Pipeline Map (As- Built)	BSEE Online Data Center Scanned Pipeline Maps	BSEE Online Data Center Scanned Active-Inactive Leases and Adjudication Files; Serial Register Page		Both segments were abandoned as of May 13, 2016. As of May 2018, Federal OCS Oil and Gas Lease Nos. OCS-G02924 & OCS-G02925 are producing leases operated by Fieldwood Energy LLC.
TEF-09	AREA 2 AREA 3 AREA 4 AREA 5	TRINITY- EAST	SHELL PIPELINE COMPANY LP	4006	Active	1-20"	OIL		Mr. Philip Ladner	150 N. Dairy Ashford Houston, Texas 77079	Ph: (832) 762-2573 Philip.Ladner@shell.com	BSEE Online Data Center Scanned Pipeline Map (As- Built)	BSEE Online Data Center Scanned Pipeline Maps and Scanned Right-of-Way Files		•	BSEE Pipeline ROW OCS-G03303. This pipeline route extends into State Waters but only crosses the Project in Federal Waters.
TEF-10	AREA 2	TRINITY- EAST	FIELDWOOD ENERGY LLC	16044	Active	1-6"	BULK GAS					BSEE Online Data Center Scanned Pipeline Map (As- Built)	BSEE Online Data Center Scanned Pipeline Maps and Scanned Right-of-Way Files	BSEE Online Data Center Scanned Adjudication Files	See entry at TEF-02.	BSEE Pipeline ROW OCS-G28276.
TEF-1	AREA 2 AREA 5	TRINITY- EAST	CASTEX OFFSHORE, INC	18786	Out of service	1-6"	BULK GAS		Mr. Jonathan Wilson Vice-President	333 Clay Street, Suite 2000 Houston, Texas 77002	Ph: (281 )447-8601 Fax: (281) 447-1009	BSEE Online Data Center Scanned Pipeline Map (As- Built)	BSEE Online Data Center Scanned Pipeline Maps and Scanned Right-of-Way Files		LA Secretary of State website shows operator as active and in good standing and lists same Clay	Out of service as of August 24, 2016. BSEE Pipeline ROW OCS-G28662 is active. As of July 25, 2018, a suspension of production was approved through September 30, 2018 for Federal OCS Oil and Gas Lease No. OCS-G33112 operated by Castex Offshore, Inc.
TEF-12	AREA 2 2 AREA 5	TRINITY- EAST	ANR PIPELINE COMPANY	6286	Abandoned	1-8"	GAS	I	Ms. Nancy Priemer Vice-President	700 Louisiana St., Suite 700 Houston, Texas 77002- 2700	Ph: (832) 320-5000	BSEE Online Data Center Scanned Pipeline Map (As- Built)	BSEE Online Data Center Scanned Pipeline Maps and Scanned Right-of-Way Files		in good standing. Phone number	Abandoned as of December 31, 1991. BSEE Pipeline ROW OCS-G13472 was relinquished/expired on December 31, 1991.
TEF-13	AREA 2 3 AREA 5	TRINITY- EAST	TEXACO PIPELINE INC.	6173	Abandoned	1-4"	CONDENSATE			1670 Broadway Denver, Colorado 80202		BSEE Online Data Center Scanned Pipeline Map (As- Built)	BSEE Online Data Center Scanned Pipeline Maps	BSEE Online Data Center Scanned Active-Inactive Leases; Serial Register Page; Louisiana Secretary of State	Secretary of State website's Detailed Business Listing. Operator is inactive. Last report was filed	Abandoned as of August 6, 1990. Federal OCS Oil and Gas Lease No. OCS-G03589 was terminated on November 23, 1989. LA SOS indicates Texaco Pipeline Inc was merged into Shell Pipeline Company LP as of December 30, 1999.
TM-01	AREA 3 AREA 4	TIMBALIER	POSEIDON OIL PIPELINE COMPANY, L.L.C.	3289	Unknown	1-24"	OIL	I	Kenneth Moore, Asset Manager	919 Milam, Suite 2100 Houston, Texas 77002	Ph: (713) 860-2782	Office of State Lands Right-of-Way File	Terrebonne Conveyance Records	Office of State Lands Right of Way File;	this pipeline system. Address matches one on LA Secretary of	OSL ROW file reflects operator is now managed by Genesis Energy, L.P. This pipeline is included in the Gulf of Mexico system map available through the Genesis company website.
TM-02	AREA 3	TIMBALIER	HILCORP ENERGY I, L.P.	4944	Unknown	1-2", 1-6"	GAS/OIL		Jason C. Rebrook, President	1111 Travis Street Houston, Texas 77002	Ph: (713) 209-2400 Fax: (713) 209-2478		Terrebonne Conveyance Records	SONRIS - P20061719	Contact information for the corporate office was taken from company website.	

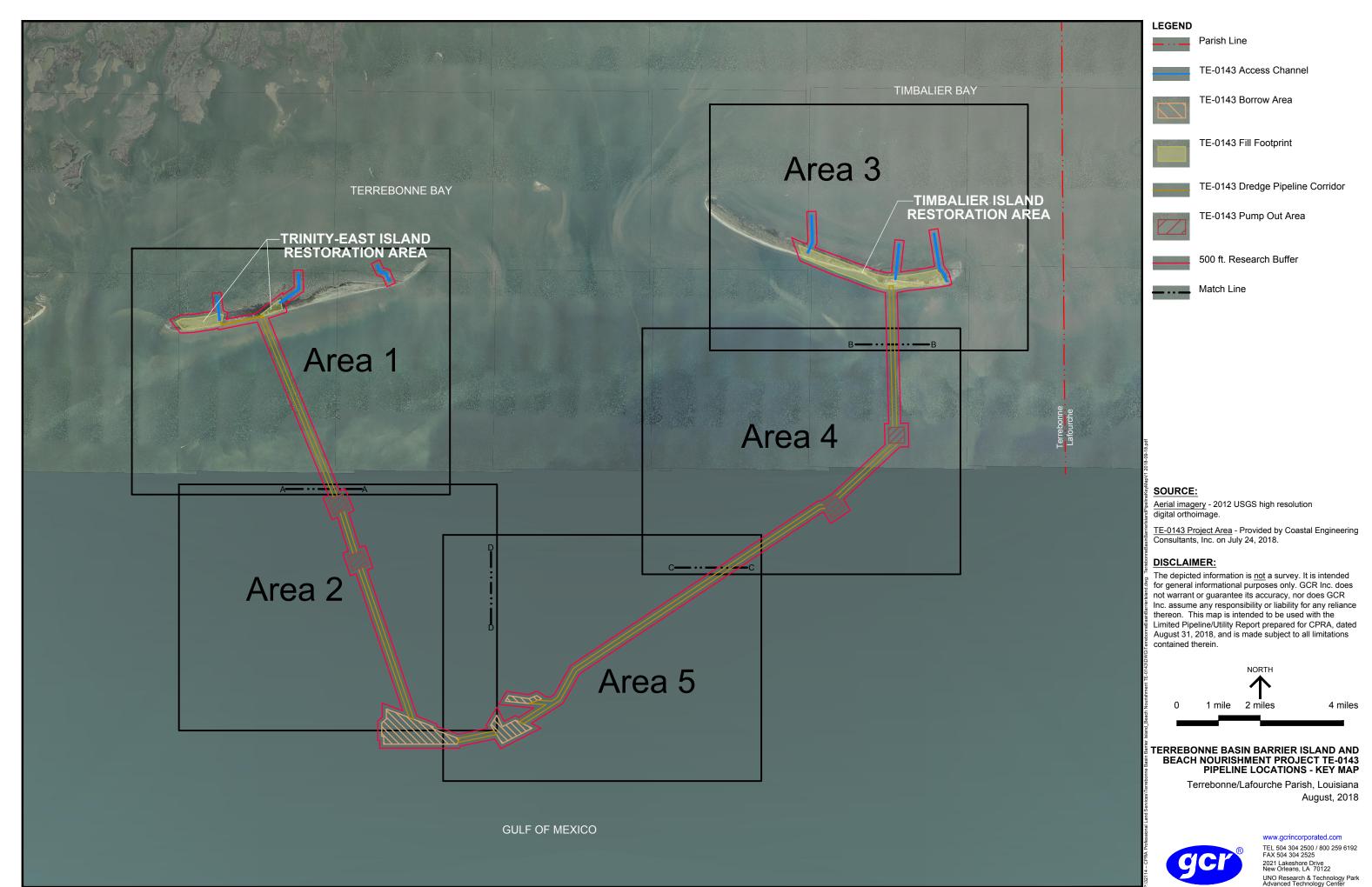


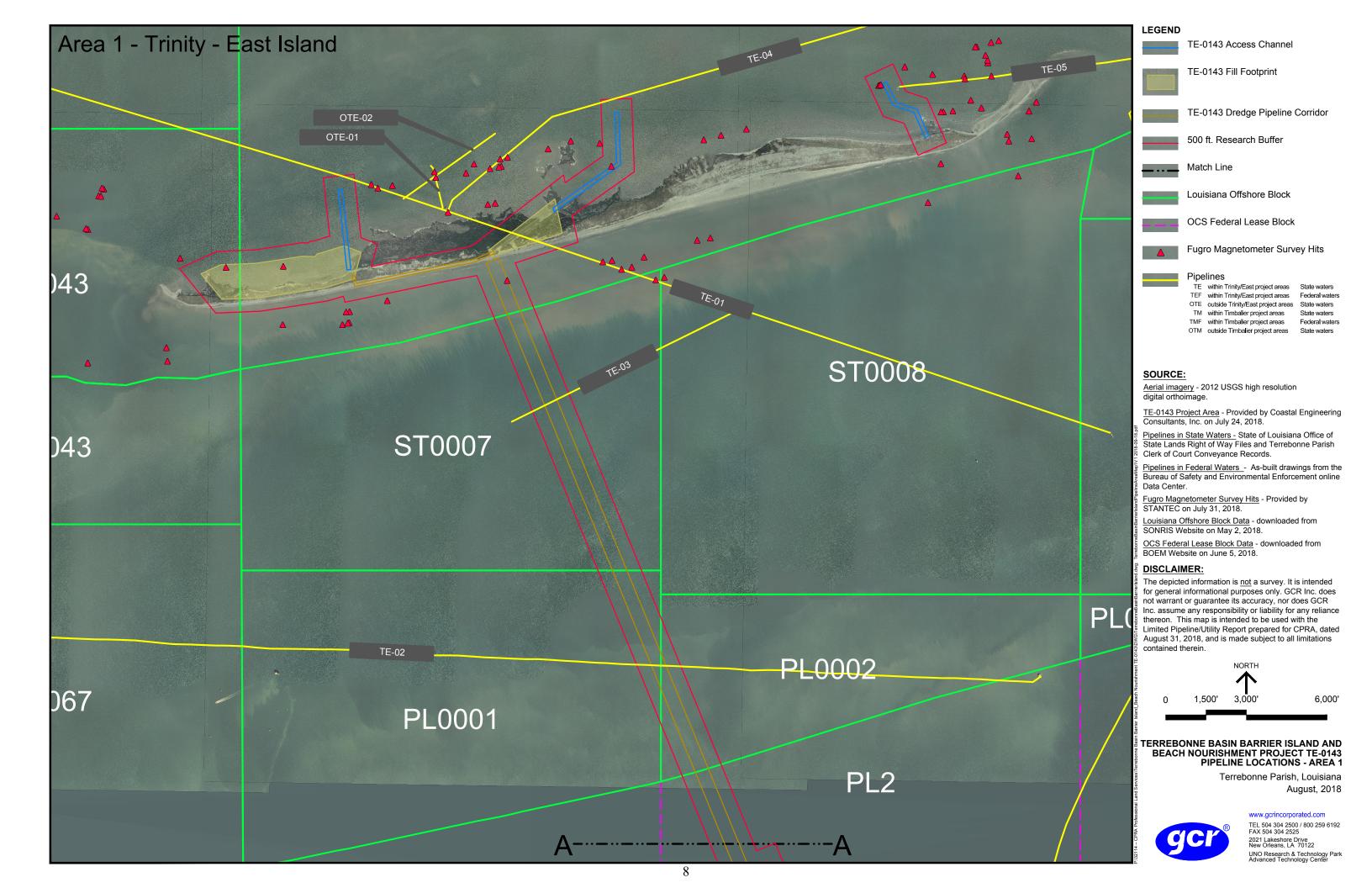
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			PIPELINE INFORM	MATION				CONTACT INFORMA	ΓΙΟΝ		SOURCES	OF REPORTED INFORMATION		RESEARCH NOTES
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MAP MAP ID LOCATION		DJECT REA	OPERATOR NAME	SEGMENT NO.	PIPELINE STATUS	NO. & SIZE PRODU	CT BURIAL INFO CONTACT NAME	CONTACT ADDRESS	PHONE/FAX/EMAIL	MAPPING SOURCE	RECORDS INCLUDED IN REPORT	ADDITIONAL SOURCES OF RECORDS INCLUDED IN REPORT	CONTACT INFORMATION SOURCE	NOTES
					Possibly	OIL/GAS/					Terrebonne Conveyance			Possibly removed in 2012 under CUP No.
TM-03 AREA 3	TIMB	BALIER I	HILCORP ENERGY I, L.P.	3936	removed	1-2.875" WATER				Right-of-Way File	Records	SONRIS - P20000027 & P20101474	See entry at TM-02	P20101474.
					Possibly	GAS LIFT	&			Terrebonne Parish	Terrebonne Conveyance			Possibly removed in 2012 under CUP No.
TM-04 AREA 3	TIMB	BALIER I	HILCORP ENERGY I, L.P.	4901	Removed	1-2" & 1-3" FLOWLIN	E			Conveyance Record	Records	SONRIS - P20061713 & P20101474	See entry at TM-02	P20101474.
TM-05 AREA 3	TIMB	BALIER	HILCORP ENERGY I, L.P.	3609	Possibly Removed	Unknown OIL/GAS				Terrebonne Parish Conveyance Record	Terrebonne Conveyance Records	SONRIS - P19961845 & P20101474	See entry at TM-02	Plat attached to conveyance record does not specify pipeline size. P19961845 permit documents were not available online thru SONRIS. Possibly removed in 2012 under CUP No. P20101474. Pipeline ROW would expire in August 2018 unless renewed.
					Possibly	NATURAI				Office of State Lands	Terrebonne Conveyance			Possibly removed in 2012 under CUP No.
TM-06 AREA 3	TIMB	BALIER I	HILCORP ENERGY I, L.P.	4923	Removed	2-4" GAS				Right-of-Way File	Records	SONRIS - P20010754 & P20101474	See entry at TM-02	P20101474.
TM-07 AREA 4	TIMB	BALIER (	CONTANGO OPERATORS, INC.	5519	Partially Removed	GAS, CONDEN: 1-6" & WATER	I I	717 Texas Avenue, Suite 2900 Houston, Texas 77002	Ph: (713) 236-7400	Office of State Lands Right-of-Way File	Terrebonne Conveyance Records	SONRIS - P20170693; BSEE Online Data Center Scanned Pipeline Maps and Scanned ROW File	Contact information taken from correspondence dated January 8, 2018 in the CUP file. Name, address and phone match company website.	Removed from state waters and ROW released on January 22, 2018.  Decommissioned in place and ROW relinquished in federal waters.  Project crossing occurs in state waters.
TWO AREA 4	1	J (LILI)	SONTANGO OF ENATORIO, INC.	0010	Homovou	10 0 0 0 0 0 0 0	i roddolleri	Troducting Toxage 77002	1111 (710) 200 7 100	Inght of Way File	Thousand The Control of the Control	1 110		or occoming occurred in occurred in account.
TMF-01 AREA 5	TIMB	BALIER [	PANTHER OPERATING COMPANY, LLC	5013	Active	1-10" OIL	Mr. Jeff Shipper, Vic President	2103 CityWest Blvd., e Building 4, Suite 800 Houston, Texas 77042	Ph: (713) 815-3900	BSEE Online Data Center Scanned Pipeline Map (As- Built)	BSEE Online Data Center Scanned Pipeline Maps, Scanned Right-of-Way Files and Scanned Company Files		Contact information taken from June 2018 change of address on file with BSEE. LA Secretary of State website's mailing address matches and shows operator as active/in good standing.	BSEE Pipeline ROW OCS-G03717.
744270			Author de Environd down Auth, 220	0010	7 101.10	110 0.1	1 133335.11		(					
AREA 4 TMF-02 AREA 5	TIMB	BALIER -	TALOS ENERY OFFSHORE LLC	10700	Propose Abandonment	t 1-6" BULK GA	5			BSEE Online Data Center Scanned Pipeline Map (As- Built)	BSEE Online Data Center Scanned Pipeline Maps, Scanned Right-of-Way Files, Scanned Lease Files, Scanned Adjudication Files and Scanned Company Files		See entry at TEF-04	Abandonment is approved as of August 16, 2018. BSEE Pipeline ROW OCS-G15652 is relinquished as of March 30, 2018.
TMF-03 AREA 4	TIMB	BALIER	TALOS ENERY OFFSHORE LLC	12300	Active	1-6" GAS				BSEE Online Data Center Scanned Pipeline Map (As- Built)	BSEE Online Data Center Scanned Pipeline Maps, Scanned Right-of-Way Files, Scanned Lease Files, Scanned Adjudication Files and Scanned Company Files		See entry at TEF-04	BSEE Pipeline ROW OCS-G21276.
AREA 4 TMF-04 AREA 5			MANTA RAY GATHERING COMPANY, L.L.C. POSEIDON OIL PIPELINE COMPANY, L.L.C.)	12470 (10903)	Active	1-24" OIL	Mr. Garland Gaspard Senior VP, Operation & Engineering	d 919 Milam Street, Suite ns 2100 Houston, Texas 77002		BSEE Online Data Center Scanned Pipeline Map (As- Built)	BSEE Online Data Center Scanned Pipeline Maps, Scanned Right-of-Way Files and Scanned Company Files	Louisiana Secretary of State Business Listing from website.		BSEE Pipeline ROW OCS-G16004 is held by Poseidon Oil Pipeline Company. Genesis SM Holdings is the sole member of Manta Ray Gathering Company, L.L.C. The pipeline also crosses the project in state waters as Pipeline #TM-01. Records for TM-also indicate Poseidon Oil Pipeline Company is managed by Genesis.
TMF-05 AREA 4	TIMB	BALIER	TALOS ENERY OFFSHORE LLC	12661	Propose Abandonment	t  1-8" GAS				BSEE Online Data Center Scanned Pipeline Map (As- Built)	BSEE Online Data Center Scanned Pipeline Maps, Scanned Right-of-Way Files, Scanned Lease Files, Scanned Adjudication Files and Scanned Company Files		See entry at TEF-04	Authorization given by BSEE on December 6 2016 to abandon the pipeline in place. BSEE Pipeline ROW OCS-G22106 expired on July 2, 2015.
PIPELINES DETER	RMINED T	TO BE IN	THE VICINTIY BUT OUTSIDE OF PROJECT ARE	EAS.		1								
	TRINI					OIL/GAS/S	SALT				Terrebonne Conveyance		0	CONDIC BOSSTAGAT
OTE-01 AREA 1 OTE-02 AREA 1	TRIN	IITY-	BRAMMER ENGINEERING, INC. TEXAS GAS TRANSMISSION LLC	<ul><li>4965</li><li>2302</li></ul>	Unknown	3-3" WATER  1-2" GAS				Right-of-Way File	Records  Terrebonne Conveyance Records		See entry at TE-04  See entry at TE-01	SONRIS - P20071245  According to the OSL file, Right of Way No. 2302 may have been released in 1986 when related platform site was transferred to Righ of Way No. 901.  SONRIS - P19850353
		BALIER		0.423	Unknown	1-6" OIL				Terrebonne Conveyance Record and Office of State Lands Right-of-Way File	Terrebonne Conveyance Records		See entry at TEF-13	ROW predates CUP program. LA SOS websindicates The Texas Pipe Line Company was merged into Texaco Pipeline Inc. as of February 26, 1987.

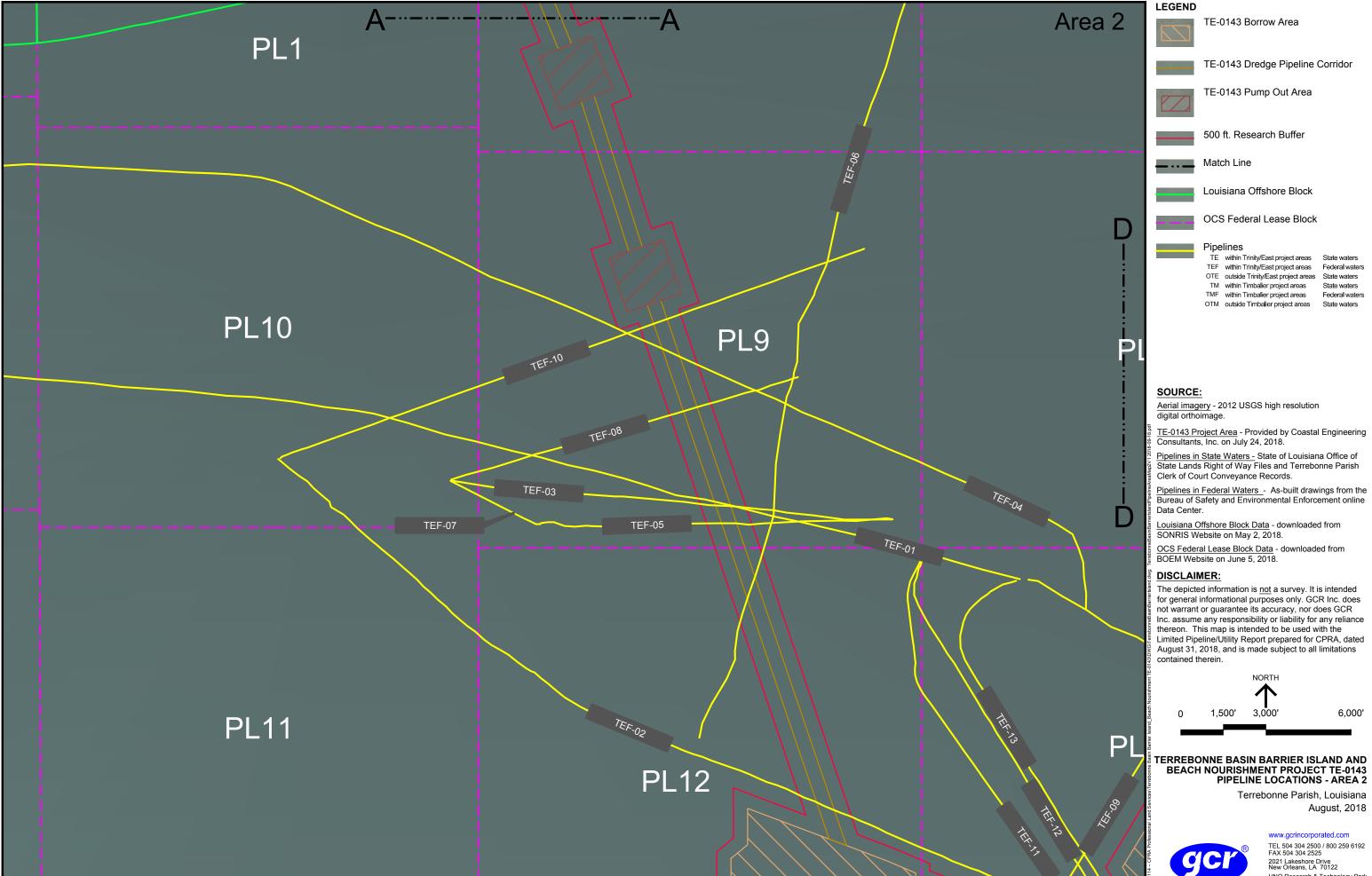


									<b>ND BEACH NOURISHM</b> READSHEET - AUGUST		- ,			
			PIPELINE II	NFORMATION				CONTACT INFORMAT	ION		SOURCE	S OF REPORTED INFORMATION		RESEARCH NOTES
1AP ID	MAP LOCATION	PROJECT AREA	OPERATOR NAME	ROW or SEGMENT NO.	PIPELINE STATUS	NO. & SIZE PRODUCT BURIAL INFO	CONTACT NAME C	CONTACT ADDRESS	PHONE/FAX/EMAIL	MAPPING SOURCE	PRIMARY SOURCE OF RECORDS INCLUDED IN REPORT	ADDITIONAL SOURCES OF RECORDS INCLUDED IN REPORT	CONTACT INFORMATION SOURCE	NOTES
TM-02	AREA 3	TIMBALIER	HILCORP ENERGY I, L.P.	4842	Unknown	1-4" OIL, GAS AND WATER				Office of State Lands Right-of-Way File	Terrebonne Conveyance Records		See entry at TM-02	SONRIS - P20061715
TM-03	AREA 3	TIMBALIER	HILCORP ENERGY I, L.P.	3178	Unknown	See note SALTWATER				Office of State Lands Right-of-Way File	Terrebonne Conveyance Records		See entry at TM-02	Grants a right of way for a series of connection pipelines in Caillou Island Field, comprised one main right of way and three lateral right of way.  SONRIS - P19950314
TM-04	AREA 3	TIMBALIER	HILCORP ENERGY I, L.P.	3264	Unknown	1-3" OIL & GAS				Office of State Lands Right-of-Way File	Terrebonne Conveyance Records		See entry at TM-02	Possibly removed in 2012 under CUP No. P20101474. SONRIS - P19951427 & P20101474
TM-05	AREA 3	TIMBALIER	HILCORP ENERGY I, L.P.	5006	Unknown	NATURAL 1-3" GAS				Office of State Lands Right-of-Way File	Terrebonne Conveyance Records		See entry at TM-02	Grants a right of way for an existing flowling to serve SL1249, Well No. 103. Plat attached to conveyance record is an as-built drawing OSL does not have a corresponding CUP of file for this ROW.
TM-06	AREA 3	TIMBALIER	HILCORP ENERGY I, L.P.	4267	Unknown	LOW PRESSURE OIL, GAS AND 1-8" LIQUIDS				Office of State Lands Right-of-Way File	Terrebonne Conveyance Records			Grants right of way from Platform "B" on SL1249 to Tank Battery 4 on SL301. Documents not available through SONRIS online permit database. SONRIS - P20011023
ГМ-07	AREA 3	TIMBALIER	HILCORP ENERGY I, L.P.		Possibly Removed	NATURAL 1-2 1/2" GAS					Terrebonne Conveyance Records			Possibly removed in 2012 under CUP No. P20101474. SONRIS - P20011722 & P20101474

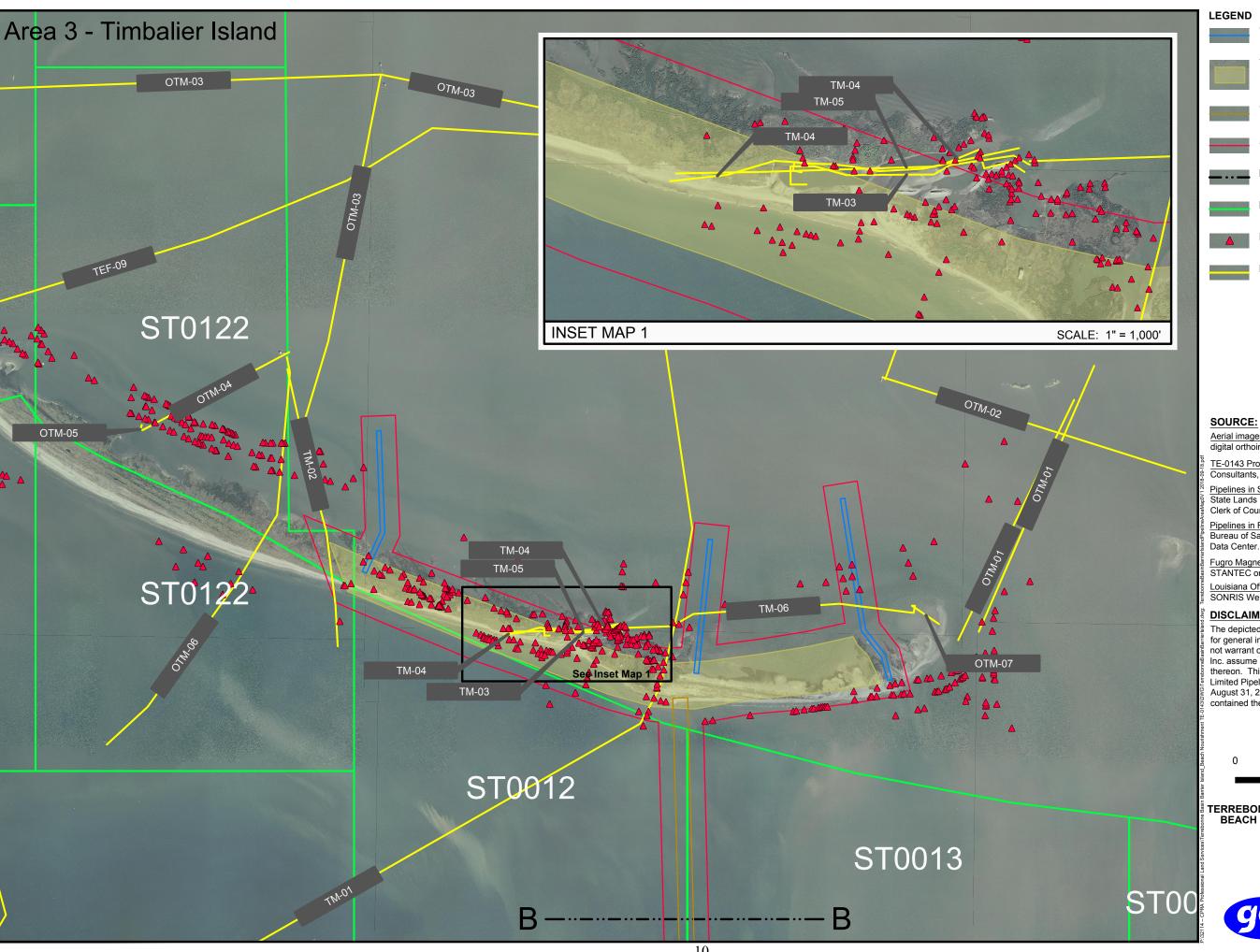
N/A - GCR identified zero (0) utility specific servitudes through the research methods detailed in this report that are impacted by the Terrebonne Basin Barrier Island and Beach Nourishment Project (TE-0143).







UNO Research & Technology Park Advanced Technology Center



TE-0143 Access Channel



TE-0143 Fill Footprint



TE-0143 Dredge Pipeline Corridor



500 ft. Research Buffer

Match Line



Louisiana Offshore Block

Fugro Magnetometer Survey Hits



#### **Pipelines**

TE within Trinity/East project areas TEF within Trinity/East project areas Federal waters OTE outside Trinity/East project areas State waters TM within Timbalier project areas State waters TMF within Timbalier project areas

Federal waters OTM outside Timbalier project areas

Aerial imagery - 2012 USGS high resolution digital orthoimage.

TE-0143 Project Area - Provided by Coastal Engineering Consultants, Inc. on July 24, 2018.

<u>Pipelines in State Waters</u> - State of Louisiana Office of State Lands Right of Way Files and Terrebonne Parish Clerk of Court Conveyance Records.

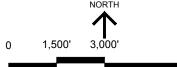
<u>Pipelines in Federal Waters</u> - As-built drawings from the Bureau of Safety and Environmental Enforcement online

Fugro Magnetometer Survey Hits - Provided by STANTEC on July 31, 2018.

Louisiana Offshore Block Data - downloaded from SONRIS Website on May 2, 2018.

#### DISCLAIMER:

The depicted information is <u>not</u> a survey. It is intended for general informational purposes only. GCR Inc. does not warrant or guarantee its accuracy, nor does GCR Inc. assume any responsibility or liability for any reliance thereon. This map is intended to be used with the Limited Pipeline/Utility Report prepared for CPRA, dated August 31, 2018, and is made subject to all limitations



### TERREBONNE BASIN BARRIER ISLAND AND BEACH NOURISHMENT PROJECT TE-0143 PIPELINE LOCATIONS - AREA 3

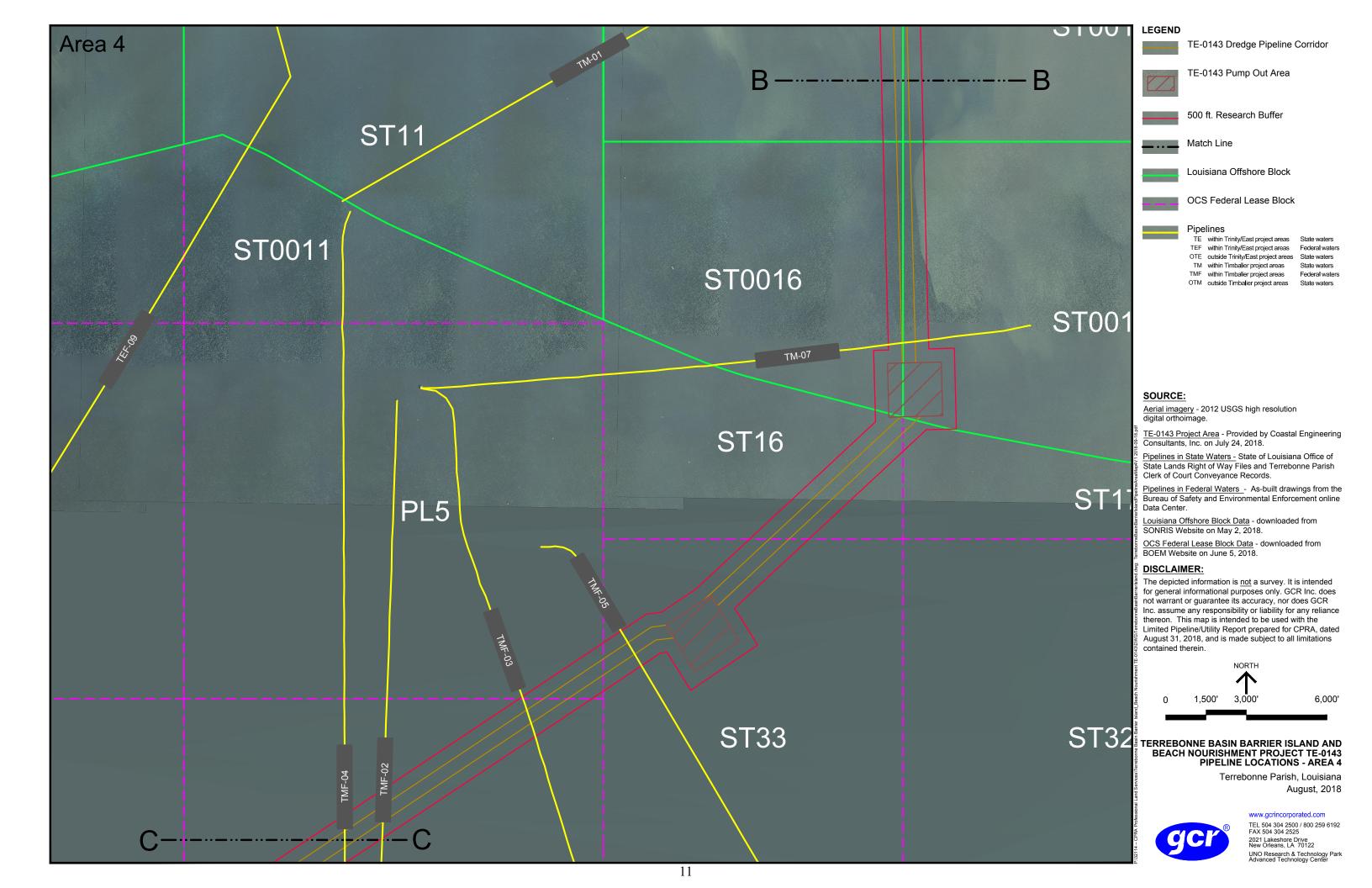
Terrebonne Parish, Louisiana August, 2018

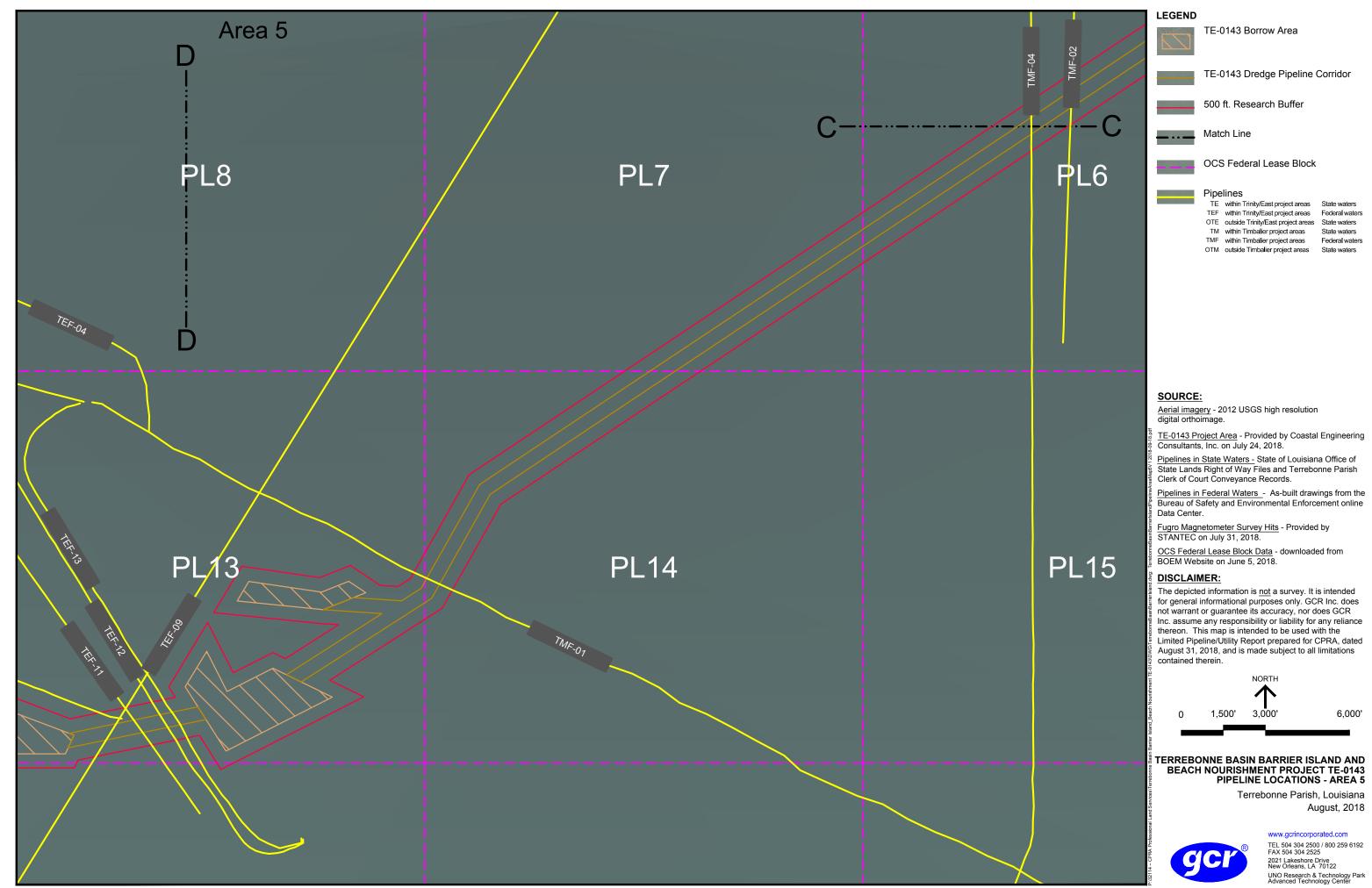


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6,000'

TEL 504 304 2500 / 800 259 6192 FAX 504 304 2525 UNO Research & Technology Park Advanced Technology Center







Discovery Producer Services, LLC 1474 Hwy 24 P.O. Box 1699 Larose, Louisiana 70373 Tel. 985-798-5943 Fax 985-798-5951



November 1, 2018

GCR, Inc slonero@gcrincorporated.com Ms. Sharon Lonero Real Estate Specialist

Re: Terrebonne Basin Barrier Island and Beach Nourishment Project (TE-0143)
Terrebonne and Lafourche Parishes, Louisiana
October 26, 2018 RFI addressed to Mr. Patrick Carroll, Jr.

Ms. Lonero,

In reference to the above Request for Information regarding lines owned and operated by Discovery, there is a pipeline that could be affected by the scope of this project. The following information is being provided as part of that request:

- Point of Contact
  - o Dale Fincher; 1474 Highway 24, Larose, LA 70373; 985-798-5907
  - o dale.fincher@williams.com
- > Pipeline Information
  - Discovery 30" Mainline; 30"; Natural Gas; In Service
- Drawings
  - DG-100-A-06, Rev.2 As Built 3 Mile Line to Larose 30" O.D. Gas Pipeline Alignment and Profile

After further investigation, if additional information is needed, please contact Dale Fincher as indicated above. Also, any work that will be conducted that may encroach or cross the Right of Way for this pipeline would require further study by Discovery to address work policies for working near the pipeline and may require a representative for Discovery to be present during such work.

ALL INFORMATION PROVIDED IS PRIVILEGED, PRIVATE AND FOR THE SOLE PURPOSES OF THE EXECUTION OF THE REFERENCED PROJECT ONLY.

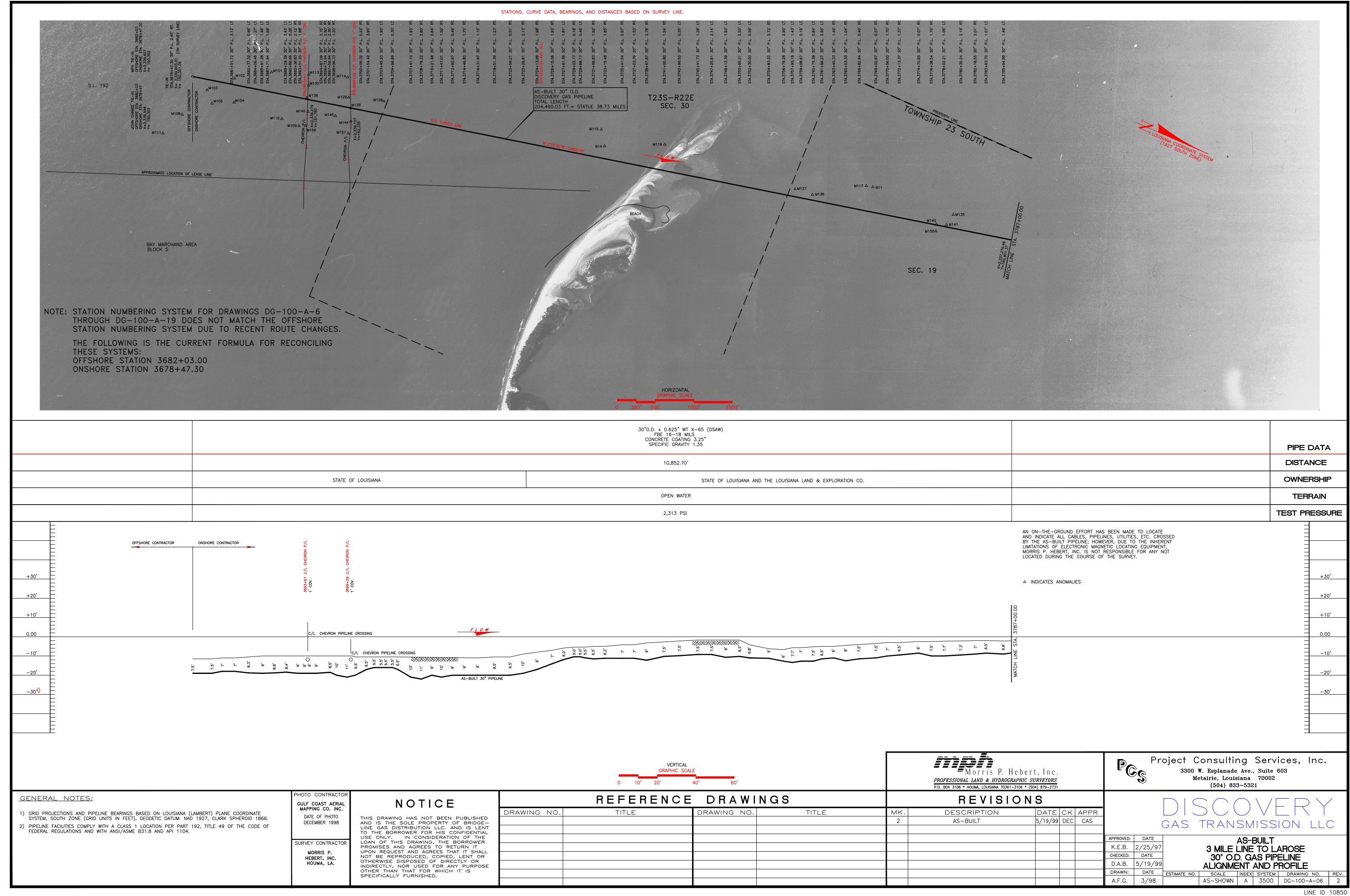
If you have any questions, please contact us.

Sincerely,

Calbert Dufrene

Operations Manager, Discovery

c: Patrick Carroll, Jr., General Manager Dale Fincher, Pipeline Supervisor Jerry Knight, Jr., Technical Services Manager



#### Lafourche Parish Recording Page

Annette M. Fontana CLERK OF COURT PO BOX 818 303 W 3rd St Thibodaux, LA 70302 (985) 447-4841

#### First VENDOR

LOUISIANA LAND AND EXPLORATION COMPANY LLC THE

#### First VENDEE

COASTAL PROTECTION AND RESTORATION AUTHORITY

Index Type: CON

**CONVEYANCE** 

Type of Document: EASEMENT

Recording Pages :

17

Inst Number: 1276634

Book: 2134

Page: 799

#### **Recorded Information**

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

On (Recorded Date): 05/06/2019 At (Recorded Time): 3:19:33PM

Certified On: 05/06/2019

Doc ID - 033298500017

CLERK OF COURT ANNETTE M. FONTANA Parish of Lafourche

I certify that this is a true copy of the attached document that was filed for registry and

Recorded 05/06/2019 at 3:19:33 Recorded in Book 2134 Page 799

File Number

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Annette M. Fontana CLERK OF COURT PO BOX 818 303 W 3rd St Thibodaux, LA 70302 (985) 447-4841

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Doc ID - 033298500017

#### Terrebonne Parish Recording Page

#### Theresa A. Robichaux **Clerk Of Court**

P.O. Box 1569 Houma, LA 70361-1569 (985) 868-5660

#### Received From:

GCR, INC 2021 LAKESHORE DRIVE STE 500 NEW ORLEANS, LA 70122

#### First VENDOR

LOUISIANA LAND & EXPLORATION CO L L C

#### **First VENDEE**

COASTAL PROTECTION & RESTORATION AUTHORITY

Index Type: CONVEYANCES

File #: 1580397

Type of Document: ROW - SERVITUDE - EASEMENT

Book: 2571

Page: 89

**Recording Pages:** 

Doc ID - 014721290016

16

#### **Recorded Information**

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

hereon A. Robichaux

On (Recorded Date): 05/06/2019

At (Recorded Time): 12:54:29PM

CLERK OF COURT THERESA A. ROBICHAUX Parish of Terrebonne I certify that this is a true copy of the attached

document that was filed for registry and Recorded 05/06/2019 at 12:54:29 Recorded in Book 2571 Page

File Number 1580397

Return To: GCR, INC

2021 LAKESHORE DRIVE STE 500

NEW ORLEANS, LA 70122

#### TEMPORARY EASEMENT, SERVITUDE AND RIGHT-OF-WAY AGREEMENT

#### TERREBONNE BASIN BARRIER ISLAND AND BEACH NOURISHMENT PROJECT TE-0143

#### TERREBONNE AND LAFOURCHE PARISHES, LOUISIANA

STATE OF LOUISIANA

PARISHES OF TERREBONNE AND LAFOURCHE

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, Lawrence B. Haase, 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, but without any cost to STATE, GRANTOR hereby grants, unto STATE, its successors, assigns 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 **Terrebonne Basin Barrier Island and Beach Nourishment Project TE-0143** (hereinafter called "the Project") as shown on Exhibit A, attached to and made a part hereof, 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:

Said Lands located in Section 3, Township 24 South, Range 17 East, Trinity/East Island, Terrebonne Parish, Louisiana; and, Section(s) 19, 31, 32 and 33, Township 23 South, Range 22 East, Lafourche Parish, Louisiana, all further described and shown as LL&E on the hereto-attached Exhibits A and A-1.

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 Exhibits A and A-1 attached hereto), to perform construction, operation, modification, monitoring, and maintenance and such other activities described on Exhibits B and C, (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 harmless GRANTOR 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, 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, 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 2010 Acts No. 734. This clause shall survive the term of this agreement.
- IV. STATE shall be responsible for repair or replacement 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. Subject to the provisions of Exhibit "C" attached hereto, 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, (c) hunting, trapping and alligator egg operations, and (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. The rights reserved to GRANTOR as provided under Part III of Exhibit "C" shall be exercised in a reasonable manner; and, GRANTOR shall not otherwise unreasonably impair, contravene, and/or interfere with the integrity, features, and or purposes of the STATE's Project as permitted by this Agreement.

- VIII. GRANTOR does not warrant title. 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 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 five (25) years, unless sooner released by STATE, provided, however, if no work is commenced in respect to the Project on the Said Lands within five (5) years of the date of this agreement first recited above, then this agreement and all rights granted by it shall automatically terminate.
- 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.

(The remainder of this page intentionally left blank)

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

WITNESSES:

ashly V. Golman

Print: Ashley V. Golphon

Print: Ordis J. Smith III

THE LOUISIANA LAND AND EXPLORATION COMPANY LLC

John L. Harrington

-in-Fact

Date: 4/16/19

#### ACKNOWLEDGMENT

#### STATE OF LOUISIANA

#### PARISH OF TERREBONNE

NOTARY PUBLIC

Print Name: Barbara Chauvir

Notary ID No. 9139

My Commission Expires Upon Death

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

### COASTAL PROTECTION AND RESTORATION AUTHORITY

WITNESSES:

Print: Torden

77/

Print: \_\_\_\_\_RHETT A. DESSELLE, II

By:

Lawrence B. Haase

**Executive Director** 

#### **ACKNOWLEDGMENT**

#### STATE OF LOUISIANA

#### PARISH OF EAST BATON ROUGE

Print:

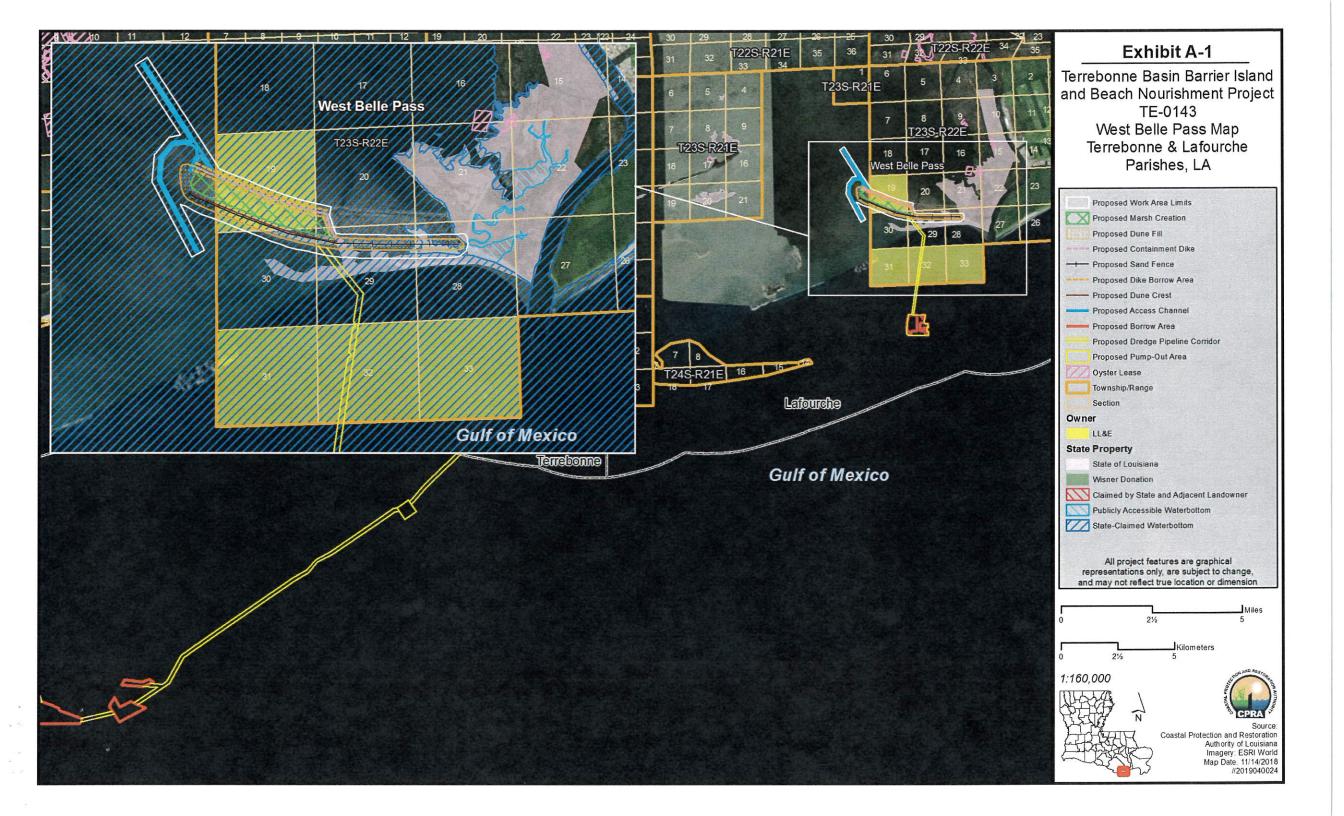
J. RYAN VIVIAN

NOTARY PUBLIC



### EXHIBITS A and A-1 (attached)





#### **EXHIBIT B**

The Agreement includes the right for the STATE to enter said Lands to perform the following activities for the purposes authorized by Federal (16 U.S.C. 3951, et seq.) and State (R.S. 49:214.1 – 214.6.10) law at the sites or locations identified and shown on the attached Exhibits A and A-1 and are part of the Terrebonne Basin Barrier Island and Beach Nourishment Project TE-0143:

#### **Project Features and Activities**

- a. The right to construct (including the necessary excavation) channels for access to the Project, as shown on Exhibits A and A-1;
- b. The right to install a temporary dredge pipeline to convey and deposit dredged sand/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 sand/sediment deposition for wetland creation, restoration and enhancement on said Lands as Shown on Exhibits A and A-1;
- c. The right to construct (including the necessary excavation and/or filling) containment dikes within portions of the project area to retain deposited sand/sediment;
- d. The right to construct (including the necessary excavation and/or filling) dunes as shown on Exhibits A and A-1;
- e. 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 on said Lands as shown on Exhibits A and A-1;
- f. The right to construct and maintain fencing material to encourage the deposition of sand/sediment on said Lands as shown on Exhibits A and A-1 with prior written consent from GRANTOR;
- g. The right to borrow, excavate, grade, and remove soil, vegetation and associated materials from the said Lands as shown on Exhibits A and A-1;
- 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 Exhibits A and A-1;
- i. The right to construct, operate, maintain and monitor improvements to enhance the deposition of sand/sediment upon said Lands as shown on Exhibits A and A-1;
- j. The right to plug, close or fill selected channels, canals, ditches, streams or waterbodies located on said Lands as shown on Exhibits A and A-1;
- k. 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 as shown on Exhibits A and A-1;

- 1. The right to relocate, alter, replace or remove appropriate pipelines, utility lines, facilities or other structures in, on, under, and across said Lands as may be deemed necessary by STATE;
- m. The right to construct, locate, maintain and service required monitoring devices and equipment on said Lands;
- n. The right to post warning signs or notices on or near appropriate Project features on said Lands, as may be deemed necessary by STATE;
- o. The right to alter or remove structures and/or appurtenances constructed on said Lands by STATE pursuant to the Project;
- p. 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;
- q. The right to enter and traverse said Lands to access Project features located on adjacent Lands;
- r. The right, to permanently overflow, flood and submerge the said Lands, including the right to deposit dredged or sand/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
- s. 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.

[End of Exhibit]

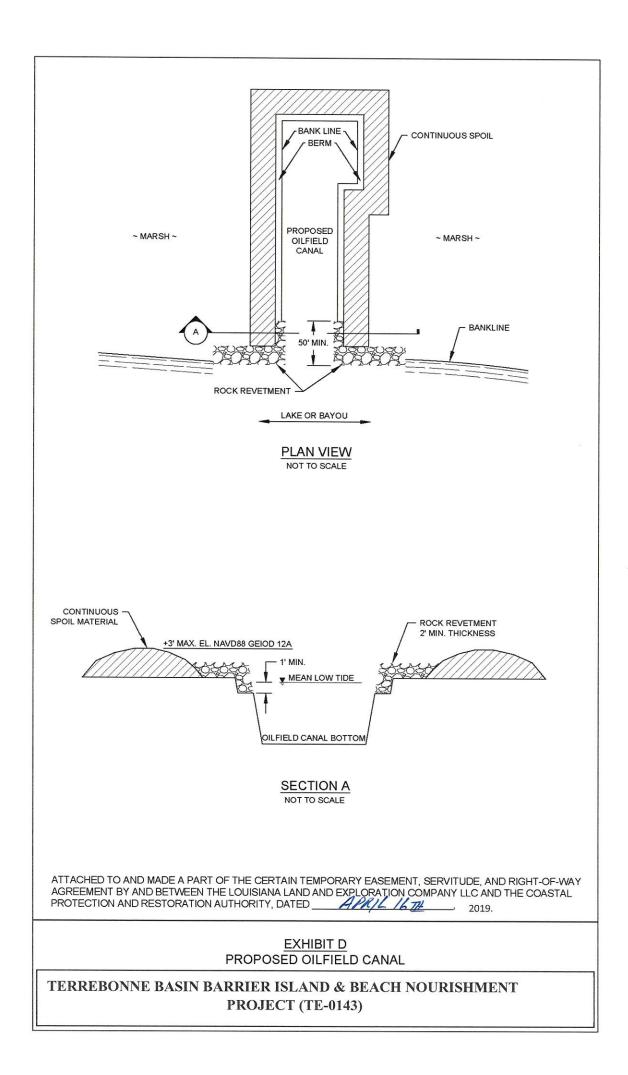
#### **EXHIBIT C**

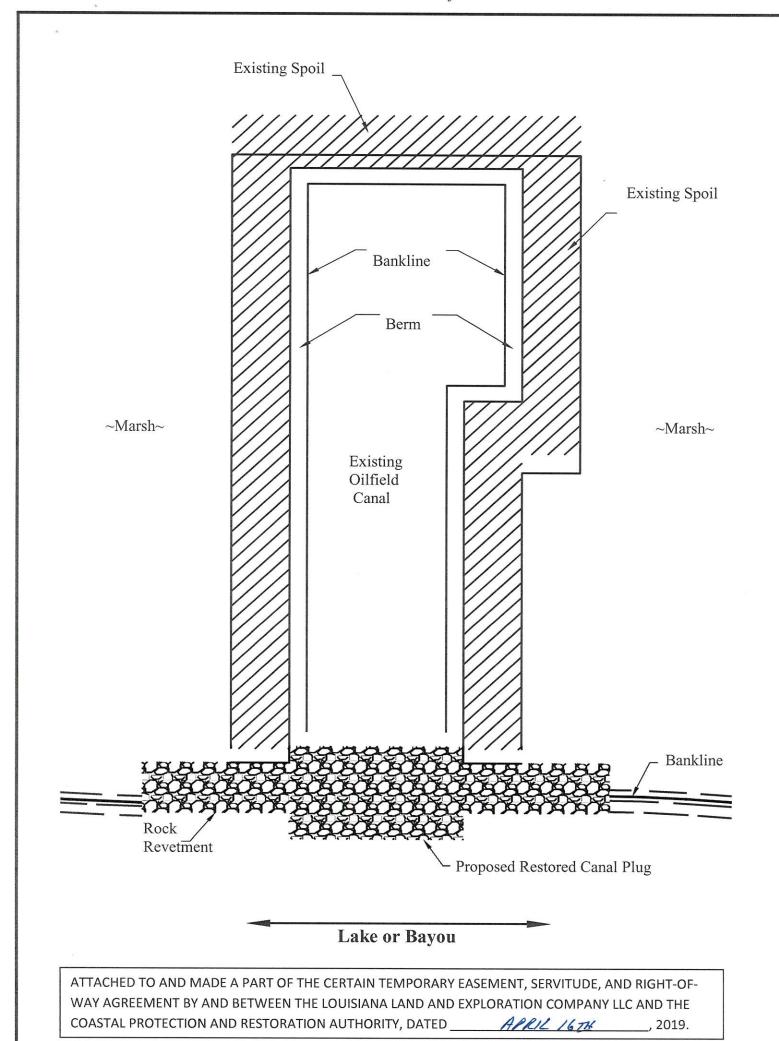
#### **Additional Terms and Conditions**

This Agreement is made and accepted upon and subject to all terms, conditions, limitations, reservations, exceptions and undertakings of the parties as set forth in this Exhibit C:

- I. Should work on said Lands be performed via a STATE contract or a Federal contract, STATE shall file a request with the Clerk(s) of Court in the Parish(es) where work is to be performed to be notified of any suit and/or lien placed or filed against GRANTOR'S Lands involved in this Project; STATE shall notify GRANTOR of any such suit and/or lien within 5 days of being notified by the Clerk(s) of Court; and STATE shall cause any such lien filed against GRANTOR'S Lands to be bonded out and the inscription of such lien against GRANTOR'S Lands noted as cancelled on the records of the office(s) of such Clerk(s) of Court within thirty (30) days of the STATE being notified that such lien has been filed against GRANTOR'S Lands.
- II. STATE shall verify that every contractor working on LL&E property shall maintain in full force, during the entire existence of this Agreement, Workman's Compensation Insurance in an amount necessary to satisfy the minimum requirements of the laws of the State of Louisiana.
- III. GRANTOR shall further have and expressly reserves unto itself, its heirs, successors, assigns, transferees or lessees (collectively, "Grantor"), the right to alter any Project features and/or levees, bulkheads, dams or other similar features that may be placed across any canal or other waterway on the Lands (collectively, "features"), subject to the following conditions:
  - a. The only allowable purpose of such alteration is for necessary access for the exploration and production of oil and/or gas which is not otherwise available;
  - b. GRANTOR, where practicable, shall provide STATE with sixty (60) days advance written notice of its intent to alter said features, except where emergency conditions require a rapid response, in which event GRANTOR shall provide written notice to STATE within forty-eight (48) hours after a decision is made to take emergency action. For non-emergency activities, GRANTOR agrees to consider and use alternate locations, if technically and economically feasible, to avoid alteration of said features;
  - c. For said features, the alteration shall consist of the removal of said features to establish a canal not to exceed eighty (80) feet wide. Dredged earthen material and/or sediment is to be used so as to establish and maintain a continuous spoil bank around the canal, as shown on Exhibit D;
  - d. Within three (3) months after production has ceased, or within three (3) months after a well is determined to be a dry hole, GRANTOR shall:
    - i. establish an earthen, rock plug or other suitable canal closure approved by the STATE across the canal as shown on Exhibits E1, E2, E3 and F, in accordance with specifications (including gradation of rock, foundation support, e.g. geotextile, and dimensions) to be provided by the STATE; or
    - ii. establish a concrete sheet pile wall or other suitable closure approved by the STATE across the canal in accordance with specifications to be provided by the STATE; and
    - iii. if necessary to establish sufficient water circulation as jointly determined and defined by GRANTOR, STATE and the U.S. Fish and Wildlife Service, gaps will be constructed in the canal spoil bank(s).
  - e. Any such alteration, including subsequent restorations, or rebuilding of features, shall be implemented at no cost to STATE.
- IV. This Agreement is subject to and subordinate to all existing contracts of record affecting said Lands.

- V. State agrees to maintain all features and/or appurtenances placed on said Lands in good order and repair during the term of this Agreement. STATE may terminate this Agreement, due to lack of funding or otherwise, and thereby terminate maintenance of said features and/or approved appurtenances, provided, however, that maintenance of other Project features, which are located on lands other than said Lands, is terminated concurrently. Upon termination of this Agreement, all features and/or approved appurtenances placed on said Lands shall, at GRANTOR's option either become property of the GRANTOR without compensation to STATE or shall be promptly removed by STATE at STATE expense. Upon termination of this Agreement, STATE shall furnish to GRANTOR within sixty (60) days a recorded release of this Agreement.
- VI. GRANTOR makes no representation as to the condition of the Lands or their suitability for purposes of the Project. GRANTOR further makes no representation as to the condition of any canal or waterway open to navigation on Grantor's adjacent property or the suitability of any of the same for use as ingress or egress to and from the Lands. STATE hereby acknowledges that it has had the opportunity to inspect the Lands and any canal or waterway open to navigation on GRANTOR's adjacent property and that it accepts the condition of the same for all such purposes.
- VII. STATE shall be responsible for repair or replacement in like manner of any survey monuments, property line markers, located on said Lands which may be damaged or destroyed by STATE, or its designees while on said Lands.
- VIII. STATE hereby acknowledges that this Agreement is made and accepted, and the Lands are being voluntarily provided by Grantor for the purposes of this Agreement, without any "cost" to the State within the meaning and intent of La. R.S. 49:214.6.10(C), the Hold Harmless and Cooperative Landowner Immunity statute, for purposes of the application of that statute in respect to the Project.
- GRANTOR and STATE acknowledge that two of the goals of the coastal restoration project ("Project") contemplated by this Servitude are climate mitigation and the enhancement of ecosystem services. STATE shall be entitled to all greenhouse gas and carbon offset/credits (and any monetary compensation or other benefit derived therefrom) related to the sequestration, uptake, or prevention of emission of greenhouse gases to the extent that such credits arise from and are directly related to the Project ("Carbon Credits"); provided however, the Carbon Credits may be shared by STATE and GRANTOR pursuant to a mutually agreed upon cooperative endeavor agreement ("CEA") executed by the parties hereunder as contemplated by La. Const. Art. VII Sec. 14(C) and La. R.S. 9:1103. Furthermore, if STATE intends to sell, assign, exchange or otherwise transfer the Carbon Credits in whole or in part in lieu of jointly developing them with Grantor under a CEA or otherwise, STATE agrees that Grantor shall have the preferential right and option to purchase those Carbon Credits from STATE at their then fair market value, subject to any applicable laws, rules, or regulations, including but not limited to any provisions thereof relating to public bids and competitive bids. All water, nutrient, endangered species, or other ecological or environmental banking or other credits (and any monetary compensation or other benefit derived therefrom) that arise from and are directly related to the Project excluding Carbon Credits (collectively "Other Eco Credits"), are not allocated to either party hereunder, except as may be provided by a mutually agreed upon CEA between STATE and GRANTOR. Neither STATE nor GRANTOR shall derive any monetary compensation or other benefit from the development of the Other Eco Credits to which they both may be entitled, except through their execution of one or more CEA's on mutually agreeable terms. Nothing herein is intended, however, nor should it be construed, to attribute Carbon Credits or Other Eco Credits to the STATE that relate to projects other than the Project that may affect GRANTOR's property, including said Lands.





## EXHIBIT E PROPOSED RESTORED CANAL PLUG TERREBONNE BASIN BARRIER ISLAND & BEACH NOURISHMENT PROJECT (TE-0143)

#### REQUEST FOR NOTICE OF SEIZURE

#### STATE OF LOUISIANA

#### PARISHES OF TERREBONNE AND LAFOURCHE

According to Louisiana Revised Statute 13:3886, Appearer herein respectfully requests that the Sheriff for the aforesaid Parish accept this notice of seizure on behalf of Appearer upon filing and payment of appropriate fee. Appearer further requests that this notice shall apply to all seizures whether express via writ or constructive via recordation of a lien or other encumbrance according to Louisiana Revised Statutes 38:2211 et seq and/or 9:4801 et seq.

Appearer herein has obtained a servitude covering the property described herein, which servitude is between The Louisiana Land and Exploration Company LLC and the State of
Louisiana and is recorded in the Conveyance Records of the aforesaid Parish at COB,
Page, File Number
The immovable property burdened by this servitude is described more fully in the herein described act of servitude, and also described, to wit:
Lands located in Section 3, Township 24 South, Range 17 East, Trinity/East Island, Terrebonne Parish, Louisiana; and, Section(s) 19, 31, 32 and 33, Township 23 South, Range 22 East, Lafourche Parish, Louisiana.
Executed this day of, 20, acting on behalf of the Coastal Protection and Restoration Authority.
Signed:  By: Contractor recording documents

Notice should be mailed to:

Mr. James Altman Coastal Protection and Restoration Authority Land Division P.O. Box 44027 Baton Rouge, LA 70804-4027

#### **Lafourche Parish Recording Page**

Annette M. Fontana CLERK OF COURT PO BOX 818 303 W 3rd St Thibodaux, LA 70302 (985) 447-4841

#### First MORTGAGOR

LOUISIANA LAND AND EXPLORATION COMPANY LLC

#### First MORTGAGEE

-COASTAL PROTECTION AND RESTORATION AUTHORITY

Index Type: MORTGAGE

Inst Number: 1276649

Type of Document: REQUEST NOTICE OF SEIZURE

**Book**: 1966

Page: 434

**Recording Pages:** 

2

#### **Recorded Information**

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

On (Recorded Date): 05/06/2019 At (Recorded Time): 3:51:38PM

Certified On: 05/06/2019

Doc ID - 033298660002

I certify that this is a true copy of the attached document that was filed for registry and Recorded 05/06/2019 at 3:51:38

Recorded in Book 1966 Page 434

File Number 1276649

Deputy Clerk

#### REQUEST FOR NOTICE OF SEIZURE

#### STATE OF LOUISIANA

#### PARISHES OF TERREBONNE AND LAFOURCHE

According to Louisiana Revised Statute 13:3886, Appearer herein respectfully requests that the Sheriff for the aforesaid Parish accept this notice of seizure on behalf of Appearer upon filing and payment of appropriate fee. Appearer further requests that this notice shall apply to all seizures whether express via writ or constructive via recordation of a lien or other encumbrance according to Louisiana Revised Statutes 38:2211 et seq and/or 9:4801 et seq.

Appearer herein has obtained a servitude covering the property described herein, which servitude is between The Louisiana Land and Exploration Company LLC and the State of Louisiana and is recorded in the Conveyance Records of the aforesaid Parish at COB 2/34, Page 99, File Number 12/14/34.

The immovable property burdened by this servitude is described more fully in the herein described act of servitude, and also described, to wit:

Lands located in Section 3, Township 24 South, Range 17 East, Trinity/East Island, Terrebonne Parish, Louisiana; and, Section(s) 19, 31, 32 and 33, Township 23 South, Range 22 East, Lafourche Parish, Louisiana.

By: Contractor recording document

Notice should be mailed to:

Mr. James Altman Coastal Protection and Restoration Authority Land Division P.O. Box 44027 Baton Rouge, LA 70804-4027

## Terrebonne Parish Recording Page

#### Theresa A. Robichaux Clerk Of Court P.O. Box 1569 Houma, LA 70361-1569

(985) 868-5660

#### Received From:

GCR, INC 2021 LAKESHORE DRIVE STE 500 NEW ORLEANS, LA 70122

#### First MORTGAGOR

LOUISIANA LAND & EXPLORATION CO L L C

#### First MORTGAGEE

COASTAL PROTECTION & RESTORATION AUTHORITY

Index Type:

**MORTGAGES** 

File #: 1580408

Type of Document: REQUEST FOR NOTICE

**Book**: 3071

Page: 724

**Recording Pages:** 

2

#### **Recorded Information**

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

Thereas A. Robichaux

On (Recorded Date): 05/06/2019

At (Recorded Time): 1:57:09PM

Doc ID - 014721400002

CLERK OF COURT THERESA A. ROBICHAUX Parish of Terrebonne

I certify that this is a true copy of the attached document that was filed for registry and Recorded 05/06/2019 at 1:57:09

Recorded in Book 3071 Page 1580408 File Number

Return To: GCR, INC

2021 LAKESHORE DRIVE STE 500

NEW ORLEANS, LA 70122

#### REQUEST FOR NOTICE OF SEIZURE

#### STATE OF LOUISIANA

#### PARISHES OF TERREBONNE AND LAFOURCHE

According to Louisiana Revised Statute 13:3886, Appearer herein respectfully requests that the Sheriff for the aforesaid Parish accept this notice of seizure on behalf of Appearer upon filing and payment of appropriate fee. Appearer further requests that this notice shall apply to all seizures whether express via writ or constructive via recordation of a lien or other encumbrance according to Louisiana Revised Statutes 38:2211 et seq and/or 9:4801 et seq.

Appearer herein has obtained a servitude covering the property described herein, which servitude is between The Louisiana Land and Exploration Company LLC and the State of Louisiana and is recorded in the Conveyance Records of the aforesaid Parish at COB 2571, Page  $\frac{\sqrt{9}}{\sqrt{5}}$ , File Number  $\frac{\sqrt{5}\sqrt{5}\sqrt{9}}{\sqrt{5}}$ .

The immovable property burdened by this servitude is described more fully in the herein described act of servitude, and also described, to wit:

Lands located in Section 3, Township 24 South, Range 17 East, Trinity/East Island, Terrebonne Parish, Louisiana; and, Section(s) 19, 31, 32 and 33, Township 23 South, Range 22 East, Lafourche Parish, Louisiana.

Executed this day of Coastal Protection and Restoration Authority.

20/, acting on behalf of the

Signed.

By: Contractor recording documents

Notice should be mailed to:

Mr. James Altman Coastal Protection and Restoration Authority Land Division P.O. Box 44027 Baton Rouge, LA 70804-4027

# Terrebonne Parish Recording Page

#### Theresa A. Robichaux **Clerk Of Court** P.O. Box 1569

Houma, LA 70361-1569 (985) 868-5660

#### Received From:

GCR, INC 2021 LAKESHORE DRIVE STE 500 NEW ORLEANS, LA 70122

#### First VENDOR

COASTAL PROTECTION & RESTORATION AUTHORITY

#### First VENDEE

LOUISIANA WILD LIFE & FISHERIES COMM

Index Type:

**CONVEYANCES** 

File #: 1580398

Type of Document: AGREEMENT

Book: 2571

Page: 105

**Recording Pages:** 

13

#### Recorded Information

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

heren A. Robichawa

On (Recorded Date): 05/06/2019

At (Recorded Time): 1:02:48PM

Doc ID - 014721300013

THERESA A. ROBICHAUX Parish of Terrebonne

I certify that this is a true copy of the attached document that was filed for registry and

CLERK OF COURT

Recorded 05/06/2019 at 1:02:48 Recorded in Book 2571 Page 105

File Number 1580398

Deputy Clerk

Return To: GCR, INC

2021 LAKESHORE DRIVE STE 500

NEW ORLEANS, LA 70122



# State of Louisiana

JOHN BEL EDWARDS
GOVERNOR

December 18, 2018

Mr. Jack Montoucet, Secretary Department of Wildlife and Fisheries Post Office Box 98000 Baton Rouge, La. 70898-9000

RE:

Letter Agreement

Terrebonne Basin Barrier Island and Beach Nourishment Project TE-0143

Terrebonne and Lafourche Parishes, Louisiana

Dear Mr. Montoucet:

When accepted by you, this letter shall constitute an agreement ("Agreement") by and between the Louisiana Coastal Protection and Restoration Authority (CPRA) and the Louisiana Department of Wildlife and Fisheries ("LDWF") whereby LDWF authorizes CPRA and its assigns to conduct construction, maintenance, and monitoring operations for the **Terrebonne Basin Barrier Island and Beach Nourishment Project TE-0143 (Project)** located on a portion of the Isle Dernieres Barrier Islands Refuge/Trinity-East Island Component (the "Refuge") as shown on **Exhibit A**, attached hereto, and made a part hereof this Letter Agreement.

LDWF has no objection to CPRA, or its assigns, proceeding with the proposed Project for the purposes authorized by Federal (16 U.S.C. 3951, et seq.) and State (R.S. 49:213-214) law within the Project area shown on Exhibit A, and pursuant to the Preliminary Project Description Summary on Exhibit B, also attached hereto and made a part hereof, provided, however, that CPRA complies with the following stipulations:

- 1. CPRA shall abide by LDWF Refuge Regulations as set forth in in **Exhibit C**, and made a part hereof, unless otherwise agreed to by LDWF. Access restrictions identified in Sections 2a, 2b, and 3 in Exhibit C are waived for this project by the Secretary of LDWF, or his designee, in recognition of this restoration project.
- 2. This Agreement pertains to the portion of the Refuge as shown on **Exhibit A**.
- 3. Prior to any activities on the Refuge, CPRA shall contact Lance Campbell, Biologist Program Manager, or his assign(s), at 337-735-8668 to coordinate Project details. In the event any change or condition should develop that affects the Refuge and that would affect CPRA's ability to perform the activities granted under this Agreement, LDWF and CPRA agree to contact each other. Detailed contact information for both LDWF and CPRA is set forth in the attached **Exhibit D**.

his assigns.

- 4. All equipment and routes shall be approved by the Biologist Program Manager or his assigns.
- 5. No activities will be allowed within 1000 feet of colonies containing nesting wading birds (i.e., herons, egrets, night-herons, ibis, Roseate Spoonbills), cormorants, or Anhingas unless approved by the Biologist Program Manager or his assigns.

  No activities will be allowed within 650 feet of colonies containing nesting gulls, terns, or Black Skimmers or within 2000 feet for Brown Pelican nesting colonies unless approved by the Biologist Program Manager or his assigns.

  No activities will be allowed within 150 feet of solitary nesting birds (e.g., Wilson's Plovers, Common Nighthawks, etc.) unless approved by the Biologist Program Manager or
- 6. It shall be the responsibility of CPRA to repair any damages which may occur as a result of the Project.
- 7. CPRA agrees to defend, indemnify and hold LDWF harmless from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of the proposed Project.
- 8. This agreement allows CPRA to make minor modifications to the Project, but only insofar as changes pertain to materials for project features and minor changes to project features locations, as may be deemed necessary to fully and properly implement and maintain the Project. Further, CPRA will notify LDWF of such modifications and allow LDWF to comment on the modifications prior to the implementation of such modifications, and shall, when practicable, consider and include any comments by LDWF. LDWF and CPRA acknowledge that LDWF shall make all determinations for access to and production from mineral leases within the project area, including, if necessary, modifications to project structures which will be made at the sole expense of the mineral lease holder, and which will be designed by LDWF and lease holder in a manner which will not compromise the integrity of the project.
- 9. As between CPRA and LDWF, CPRA is responsible for all maintenance and repair of all project features. In the event LDWF notifies CPRA that project features require maintenance or repair, and providing that CPRA concurs and has funding available for such maintenance and repair, CPRA may, in its sole discretion, provide such maintenance or repair in a time frame that ensures that the objectives of the project are not compromised.
- 10. CPRA will provide a fulltime, on-site construction inspector to ensure compliance with the project plans, specs, and the terms and conditions of this Agreement. If, in the opinion of LDWF, CPRA's operations conflict with the plans, specs and/or the terms of this Agreement, LDWF shall contact CPRA, fully describing what is in conflict. CPRA will immediately contact the contractor to remedy said conflict. If the conflict is not remedied to LDWF's satisfaction within two (2) days, LDWF may suspend CPRA's operations until such time that conflict can be appropriately addressed and remedied.

11. In the event any change or condition should develop that affects the Refuge and that would affect CPRA's ability to perform the activities granted under this Agreement, LDWF and CPRA agree to contact each other, as set forth in **Exhibit D**.

This Agreement shall become effective upon the signature of LDWF and shall remain in effect for twenty-five (25) years, unless sooner released by CPRA.

CPRA may assign or transfer, in whole or in part, any and all of its rights hereunder, but only to the extent necessary to implement the purposes of the Project.

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

If the foregoing accurately reflects the agreement between CPRA and LDWF relative to the referenced Project activities on the Refuge, please evidence your approval by signing the five (5) originals and returning four (4) executed originals to this office. The documents will be recorded in the public records of Terrebonne Parish, and a certified duplicate will be returned to your office upon completion. Thank you for your cooperation in this matter.

Very truly yours,

WITNESSES:

Print Nama: Pl +(1)

Print Name: Jordan Templet

Bren Hase for Michael Ellison
Executive Director

COASTAL PROTECTION AND RESTORATION AUTHORITY

#### **ACKNOWLEDGMENT**

#### STATE OF LOUISIANA

#### PARISH OF EAST BATON ROUGE

Print.

J. RYAN VIVIAN

**NOTARY PUBLIC** 

Notary Number: 33424

My commission expires: Death

(SEAL)



ACCEPTED AND APPROVED THIS	_ DAY OF <u>January</u> 20 <u>19</u> .	
WITNESSES:	LOUISIANA DEPARTMENT OF WILDLIFE AND FISHERIES	
Print Name: AUSTINA COOLMAN	By: Jack Montoucet  Title: Secretary	
Print Name: Wendy Brogdon	Secretary	
ACKNOWLEDCMENT		

#### STATE OF LOUISIANA

#### PARISH OF EAST BATON ROUGE

Print: N.T. "Cole" Gurr

**NOTARY PUBLIC** 

Notary Number: 135(18
My commission expires: Peate (SEAL)

OTARY OTARY 2285 2285 6 2001 NICHOLAS T. "COLE" GARRETT ATTORNEY & NOTARY PUBLIC STATE OF LOUISIANA LA BAR ROLL #32859 NOTARY ID #135118 My Commission Expires at Death

# **List of Exhibits**

Exhibit A TE-0143 Project Area Map

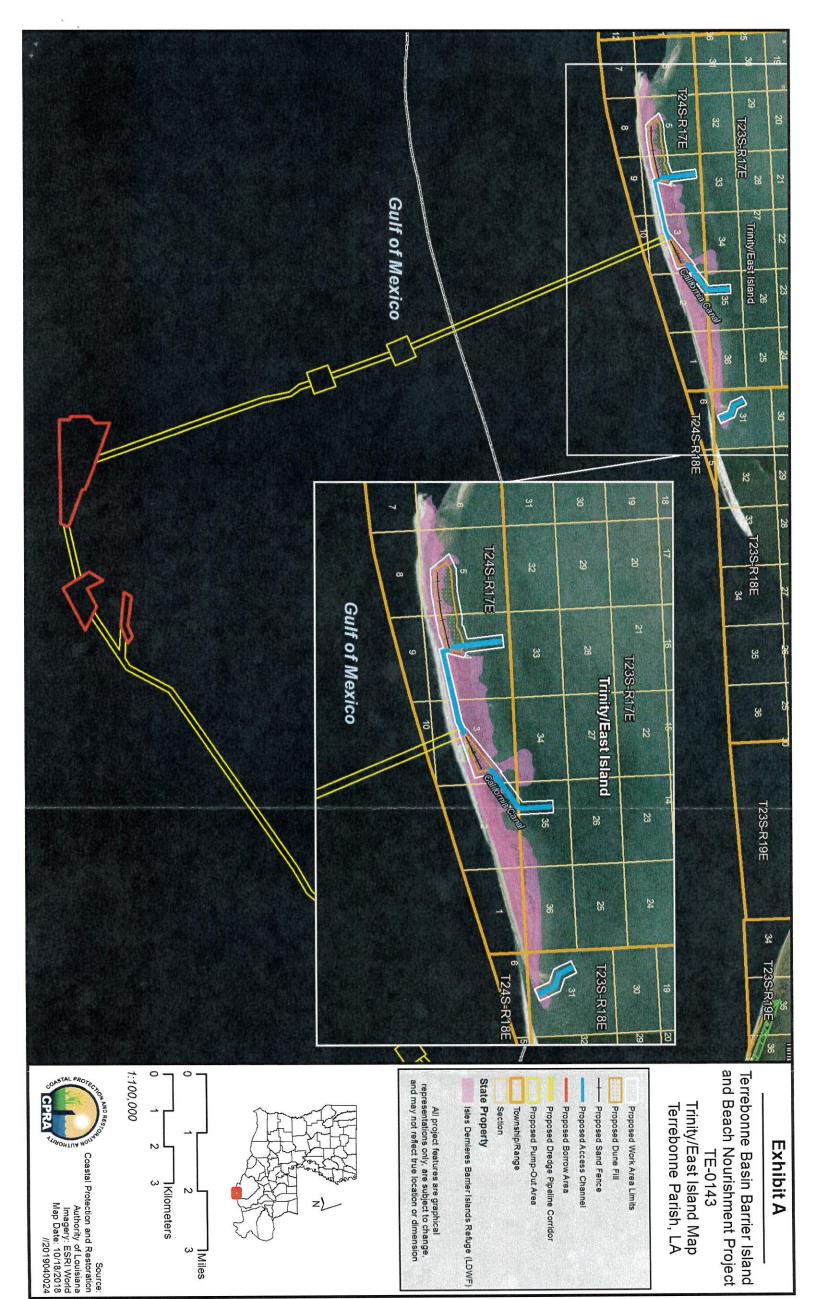
Exhibit B TE-0143 Project Summary

Exhibit C LDWF Regulations for Isles Dernieres Barrier Islands Refuge

Exhibit D Contact Information for LDWF and CPRA

# **EXHIBIT A**

(Map Exhibit Attached)



# **EXHIBIT B**

# TERREBONNE BASIN BARRIER ISLAND AND BEACH NOURISHMENT TE-0143 PRELIMINARY PROJECT DESCRIPTION SUMMARY

Federal Sponsor:

National Fish and Wildlife Foundation (NFWF)

Non-Federal Sponsor:

State of Louisiana, Coastal Protection and Restoration Authority (CPRA)

**Project Location:** 

Terrebonne Basin, Terrebonne and Lafourche Parishes (Trinity / East and

Timbalier Islands and West Belle Pass Headland areas)

**Problem:** The Terrebonne Basin Barrier Shoreline System has been subject to continued erosional patterns and a lack of sufficient natural sand nourishment. Deterioration of West Belle Headland threatens thousands of acres of wetland habitat as well as critical infrastructure, including Port Fourchon, LA Highway 1, and the lower Lafourche levee system. Trinity and Timbalier islands are currently at a critical minimum width in some areas. As time passes, the potential for breaching increases. Timbalier Island has already experienced minor overwash and gapping in some areas. Therefore, the timing is critical to nourish these areas to avoid major breaching and associated accelerated land loss.

Goals: The Project's overarching goals are to restore the geomorphic and ecological form and function of the Terrebonne Basin Barrier Shoreline using the following strategies: 1) Create a vegetated, intertidal marsh platform, dune, and beach using dredged material to create the project features, increasing the island width and average height, thus prolonging the integrity of the islands; 2) Install sand fences and vegetative plantings to stabilized placed sediment and create a vegetative foredune parallel to the shorelines; 3) Stabilize placed dredged material in the marsh and accelerate colonization of the intertidal marsh platform; and 4) If required, create tidal connection in the marsh platform through post-construction excavation of placed material and breaching of containment dikes.

**Proposed Solution:** This project will result in approximately 7 miles of beach restored and 1,100 acres of wetland habitat. Offshore sand will be hydraulically dredged from Ship Shoal and South Pelto borrow areas; additionally, nearshore sediments will be utilized to create the marsh area on West Belle Headland.

**Project Benefits:** The barrier system separates the Terrebonne and Timbalier Bay estuarine and freshwater marshes and forested wetlands from direct assault from the open waters of the Gulf of Mexico, allowing them to continue to function as productive nursery areas for numerous species of commercially and recreationally important fishes and invertebrates. Without this project, the Terrebonne Basin Barrier Shoreline System will continue to degrade, with ever-widening breaches and storm overwash leading to loss of adjacent estuarine wetlands and reduction of environmental and commercial benefits.

**Project Cost:** The total fully-funded cost for the project is approximately \$160 million.

**Project Status:** Engineering and Design is 95% complete.

# **EXHIBIT C**

#### Isles Dernieres Barrier Islands Refuge

- A. Regulations for Isles Dernieres Barrier Islands Refuge
  - 1. Regulations for Wine Island, East Island, Whiskey Island, and Raccoon Island
- a. Public access by any means to the exposed land areas, wetlands and interior waterways of these islands is prohibited. Requests to access exposed land areas, wetlands and interior waterways shall be considered on a case-by-case basis and may be permitted by the secretary or his designee in the interest of conducting research on fauna and flora, of advancing educational pursuits related to barrier islands, or of planning and implementing island restoration projects.
- b. Disturbing, injuring, collecting, or attempting to disturb, injure, or collect any flora, fauna, or other property is prohibited, unless expressly permitted in writing by the secretary or his designee for the uses provided for in Subparagraph 1.a above.
- c. Boat traffic is allowed adjacent to the islands in the open waters of the Gulf and bays; however, boat traffic is prohibited in waterways extending into the interior of the islands or within any land-locked open waters or wetlands of the islands.
  - d. Fishing from boats along the shore and wade fishing in the surf areas of the islands is allowed.
  - e. Littering on the islands or in Louisiana waters or wetlands is prohibited.
- f. Proposals to conduct oil and gas activities, including seismic exploration, shall be considered on a case-by-case basis and may be permitted by the secretary or his designee, consistent with provisions of the Act of Donation executed by the Louisiana Land and Exploration Company on July 24, 1997.

#### 2. Regulations for Trinity Island

- a. Public access is allowed in a designated public use area. An area approximately 3,000 linear feet by 500 linear feet is designated as a public use area, the boundaries of which will be marked and maintained by the department. The designated public use area shall extend westward from the western boundary of the servitude area reserved by Louisiana Land and Exploration Company in the Act of Donation a distance of approximately 3,000 linear feet and northward from the southern shoreline within this area by a distance of approximately 500 linear feet. Public recreation such as bird-watching, picnicking, fishing and overnight camping is allowed in this area. Travel on or across this area shall be limited to foot or bicycle traffic only. No use of all-terrain vehicles or other vehicles powered by internal combustion engines or electric motors shall be allowed.
- b. Public access to all exposed land areas of Trinity Island, other than the public use area, is prohibited. Requests to access these exposed land areas shall be considered on a case-by-case basis and may be permitted by the secretary or his designee in the interest of conducting research on fauna and flora, of advancing educational pursuits related to barrier islands or of planning and implementing island restoration projects.

- c. Disturbing, injuring, collecting, or attempting to disturb, injure, or collect any flora, fauna, or other property is prohibited, unless expressly permitted in writing by the secretary or his designee for the uses provided for in Subparagraph 2.b above.
- d. Any member of the public utilizing the designated public use area shall be required to have a portable waste disposal container to collect all human wastes and to remove same upon leaving the island. Discharge of human wastes, including that within the disposal container, onto the island or into Louisiana waters or wetlands is prohibited.
  - e. Littering on the island or in Louisiana waters or wetlands is prohibited.
- f. Carrying, possessing, or discharging firearms, fireworks, or explosives in the designated public use area is prohibited.
- g. Boat traffic is allowed adjacent to the island in open waters of the Gulf and bays and within the man-made canal commonly known as California Canal for its entire length to its terminus at the bulkhead on the western end of the canal. No boat traffic is allowed in other manmade or natural waterways extending into the interior of the island or in any land-locked open waters or wetlands of the island.
  - h. Fishing from boats or wade fishing in the surf areas of the island is allowed.
  - i. Regulation no longer applicable.
- j. Proposals to conduct oil and gas activities, including seismic exploration, shall be considered on a case-by-case basis and may be permitted by the secretary or his designee, consistent with provisions of the Act of Donation executed by the Louisiana Land and Exploration Company on July 24, 1997.

AUTHORITY NOTE: Promulgated in accordance with R.S. 56:6(18), R.S. 56:109, and R.S. 56:781 et seq. HISTORICAL NOTE: Promulgated by the Department of Wildlife and Fisheries, Wildlife and Fisheries Commission, LR 25:1657 (September 1999).

3. Airboats, aircraft, personal water craft, "mud crawling vessels" (commonly referred to as crawfish combines which use paddle wheels for locomotion) and hover craft are prohibited on all WMAs and Refuges. (General and Refuge Hunting Rules and Regulations, G. Refuge Regulations, 9. Vehicles, portions of f., May 2016)

# **EXHIBIT D**

#### CONTACT INFORMATION FOR LDWF AND CPRA

#### **LDWF CONTACT INFORMATION:**

Lance Campbell, Biologist Program Manager Tyson Crouch, Isle Dernieres Barrier Islands Refuge (IDBIR) Biologist Supervisor Louisiana Department of Wildlife and Fisheries 200 Dulles Drive Lafayette, LA 70506

e-mail addresses: <u>ljcampbell@wlf.la.gov</u>; <u>tcrouch@wlf.la.gov</u>

Office phone: (337) 735-8667

Cell phones: (337) 523-0305/Lance; (843) 908-2073/Tyson

Other contact information / requirements:

#### **CPRA CONTACT INFORMATION:**

#### FOR LETTER AGREEMENT ISSUES, CONTACT THE CPRA LAND SECTION:

LOUISIANA COASTAL PROTECTION AND RESTORATION AUTHORITY

CPRA Land Section Attention: James Altman Land Manager

P.O. Box 44027 Baton Rouge, LA 70804-4027

Phone: (225) 342-1934

e-mail address: James. Altman@la.gov

FOR TECHNICAL ISSUES REGARDING THE PROJECT, INCLUDING: CONSTRUCTION EQUIPMENT, PROJECT FEATURES, SITE VISITS, ETC., CONTACT THE CPRA PROJECT MANAGEMENT SECTION:

LOUISIANA COASTAL PROTECTION AND RESTORATION AUTHORITY

CPRA Project Management Division

April Newman/Project Manager;

P.O. Box 44027

Baton Rouge, LA 70804-4027

Phone: (225) 342-6412) Fax: (225) 342-4004

e-mail address: April.Newman@la.gov

CPRA, Thibodaux Office

Glen Curole/Monitoring Manager

1440 Tiger Drive, Suite B Thibodaux, LA 70301

Phone: (985) 447-0995

Fax: (985) 447-0997

e-mail address: Glen.Curole@la.gov

## Lafourche Parish Recording Page

Annette M. Fontana CLERK OF COURT PO BOX 818 303 W 3rd St Thibodaux, LA 70302 (985) 447-4841

#### First VENDOR

STATE OF LOUISIANA

#### First VENDEE

COASTAL PROTECTION AND RESTORATION AUTHORITY

Index Type: CONVEYANCE

Inst Number: 1276633

Type of Document: RIGHT OF WAY

Book: 2134

Page: 788

Recording Pages:

11

#### **Recorded Information**

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

On (Recorded Date): 05/06/2019 At (Recorded Time): 3:13:17PM

Certified On: 05/06/2019

Doc ID - 033298490011

CLERK OF COURT
ANNETTE M. FONTANA
Parish of Lafourche

I certify that this is a true copy of the attached document that was filed for registry and Recorded 05/06/2019 at 3:13:17

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Deputy Clerk

## Lafourche Parish Recording Page

Annette M. Fontana CLERK OF COURT PO BOX 818 303 W 3rd St Thibodaux, LA 70302 (985) 447-4841

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On (Recorded Date): 05/06/2019 At (Recorded Time): 3:13:17PM



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# Terrebonne Parish Recording Page

#### Theresa A. Robichaux Clerk Of Court P.O. Box 1569

Houma, LA 70361-1569 (985) 868-5660

#### Received From:

GCR, INC 2021 LAKESHORE DRIVE STE 500 NEW ORLEANS, LA 70122

#### First VENDOR

LOUISIANA STATE LAND OFFICE

#### First VENDEE

COASTAL PROTECTION & RESTORATION AUTHORITY

Index Type: CONVEYANCES

File #: 1580396

Type of Document: ROW - SERVITUDE - EASEMENT

Book: 2571

Page: 79

Recording Pages:

10

2021 LAKESHORE DRIVE STE 500

NEW ORLEANS, LA 70122

#### **Recorded Information**

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

Thereon A. Robichaux

On (Recorded Date): 05/06/2019

At (Recorded Time): 12:46:06PM

Doc ID - 014721280010

Return To: GCR, INC

CLERK OF COURT
THERESA A. ROBICHAUX
Parish of Terrebonne

I certify that this is a true copy of the attached document that was filed for registry and Recorded 05/06/2019 at 12:46:06

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Deputy Clerk

Deputy Olem

#### STATE OF LOUISIANA DIVISION OF ADMINISTRATION STATE LAND OFFICE

# GRANT OF PARTICULAR USE and RIGHT OF ENTRY FOR SURVEYING, CONSTRUCTION, OPERATIONS, MAINTENANCE AND MONITORING OF THE TERREBONNE BASIN BARRIER ISLAND AND BEACH NOURISHMENT PROJECT (TE-0143)

Lafourche and Terrebonne Parishes, Louisiana

STATE OF LOUISIANA

8

#### PARISHES OF LAFOURCHE AND TERREBONNE §

THE STATE OF LOUISIANA, acting through the State Land Office, Division of Administration (the "Owner"), hereby grants to 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, Michael S. Ellison (the "Grantee"), for surveying, construction, operation, maintenance and monitoring of the Terrebonne Basin Barrier Island and Beach Nourishment Project (TE-0143), Lafourche and Terrebonne Parishes, Louisiana (the "Project") as shown on the attached map labeled Exhibit A, a Grant of Particular Use/Right and Authorization for Entry, together with the right to enter in, on, and over, Owner's property interests, for integrated coastal protection purposes as defined in La. R.S. 49:214.2(11), including access to the West Belle Pass Headlands Restoration Project TE-52 in Lafourche Parish (shown on the attached map labeled Exhibit A-4) regarding the below-described State-owned seashore, State lands and State water bottoms, to the extent of any interest therein owned, claimed, or subject to claim by the State of Louisiana, upon the following terms and conditions:

- 1. The Owner hereby grants to Grantee an irrevocable right to enter and use the State-owned seashore, State lands and State water bottoms within the areas identified specifically on the attached Exhibits A, A-1, A-2 and A-3.
- 2. This Grant of Particular Use is solely for the purposes of entry, surveying, construction (including, but not limited to, mining of dredge material), access, operations, maintenance and monitoring of the Project, as particularly identified on Exhibits A, A-1, A-2 and A-3 attached, including all appurtenances thereto and the underground appurtenances; reserving, however, to the Owner, its successors, and assigns all such rights and privileges as may be used without interfering with or abridging the rights herein granted; subject, however, to existing easements for public utilities and pipelines.
- 3. This Grant of Particular Use includes the right of ingress and egress on other State-owned seashore, State lands and State water bottoms not described herein, provided such ingress and egress is necessary and not otherwise conveniently available to the Grantee, and provided that the Grantee gives sufficient notice to the Owner of the need for such ingress and egress.
- 4. All tools, equipment, and other property (excluding project features) taken upon or placed upon the State-owned seashore, State lands and State water bottoms by the Grantee or its contractor(s) shall remain the property of the Grantee or its contractor(s). All such tools, equipment, and other property shall be removed by the Grantee or its contractor(s) within sixty days of completion of the work.
- 5. The Grantee agrees to act in a reasonable manner in conducting its activities on the property covered by this Grant of Particular Use.
- 6. This Grant of Particular Use applies to officers and employees of the Grantee, and to its agents, representatives, and private contractors. This Grant of Particular Use obviates the necessity for the Grantee and/or its contractors, employees and assigns to acquire any other permits from the State Land Office in order to proceed with the work described

herein. The Grantee agrees to include the following paragraph in its construction contracts to alert contractors that they must contact the State Land Office:

Pursuant to the Permits and Responsibilities clause, you are required to contact the Administrator of the State Land Office or his representative at (225) 342-4578, to notify the State Land Office when construction will commence on the State-owned seashore, State lands and/or State water bottoms.

7. The State of Louisiana may own or claim and specifically reserves the right to claim any of the seashore, land and water bottoms within all tracts shown on Exhibits A, A-1, A-2 and A-3.

The land and water bottoms affected by this grant of particular use are further shown on Exhibits A, A-1, A-2 and A-3.

- 8. The State-owned seashore, State land and State water bottom usage affected by this Grant of Particular Use is as follows:
  - A. The right to access, survey, construct, operate, maintain and monitor the Project named in Paragraph One (1) of this Grant of Particular Use.
  - B. The right to post signs or notices on or near appropriate project features on the State-owned seashore, State lands and State water bottoms, as may be necessary for reasons of public safety or identification.
  - C. The right to alter or remove structures and/or appurtenances constructed on the State-owned seashore, State lands and State water bottoms pursuant to the Project named in Paragraph One (1) of this Grant of Particular Use.
  - D. The right to patrol and police the State-owned seashore, State lands and State water bottoms pursuant to the Project named in this Grant of Particular Use.
- 9. The following restrictions apply:
  - A. Grantee agrees to act in a reasonable manner in conducting their activities on the property covered by this Grant of Particular Use.
  - B. To the extent required by and pursuant to La. R.S. 49:214.6.10, the State of Louisiana shall be held free and harmless from claims, for loss or damages to rights, arising as a consequence of this authorization from any diversions of freshwater or sediment, depositing of dredged or other materials, integrated coastal protection, or any other actions, taken for the purpose of management, preservation, enhancement, creation, protection, or restoration of coastal wetlands, water bottoms, or related renewable resources. This provision does not impose an indemnification obligation upon Grantee or its contractors.
  - C. Grantee shall include the language of the above two paragraphs, which are labeled "A" and "B", in any transfer or assignment of the right to use granted herein, and shall require the transferee or assignee to include and require said language in any subsequent transfer or assignment. Failure to do so shall not negate the protection provided the State of Louisiana and Grantee and all these entities' agents and employees in La. R.S. 49:214.6.10.
  - D. The restrictions in paragraphs A, B, and C above are not intended to contravene Louisiana law.
- 10. In the event of non-compliance with any of the above stipulations, the Owner shall notify the Grantee of any such non-compliance by certified mail directed to: Director, Coastal Protection and Restoration Authority, 150 Terrace Avenue, Baton Rouge, LA 70802. Thereafter, the Grantee shall have one hundred twenty (120) days from receipt of the certified mailing to achieve compliance. Should the Grantee fail to achieve compliance within those one hundred twenty days, this Grant of Particular Use shall become null and void.

- 11. This Grant of Particular Use may be transferred or assigned to the agents, employees, and contractors of Grantee for the same purposes and upon the same terms as with respect to the Grantee.
- 12. Nothing herein shall constitute a waiver of any interests, claims, rights, actions, remedies, or privileges otherwise available to Owner or Grantee.
- 13. Exercise of the rights of entry conveyed herein in any manner by Grantee and/or its agents, employees, and contractors constitutes acceptance of the rights granted by this Authorization and any and all terms, restrictions, and conditions set forth herein.

{The remainder of this page intentionally left blank}

undersigned notary and witnesses on this	executed this agreement in the presence of the day of November, 2018:
WITNESSES:	STATE OF LOUISIANA
Melanil Schulenber (print)	By:  JONATHAN ROBILLARD
Yekeathe Smothers (print)  Vekeathe Smothers (print)	Public Lands Administrator State Land Office Division of Administration
Nota	Sean Porter LA Bar Roll #34961  Try Public Notary ID #134892
	(print)
IN WITNESS WHEREOF, GRANTEE has undersigned notary and witnesses on this	as executed this agreement in the presence of the day of Newber, 2018:
WITNESSES:  Shirley T. Long (print)	COASTAL PROTECTION AND RESTORATION AUTHORITY
Jam Hich (sign)	By: MICHAEL S. ELLISON
Joann D. Hicks (print)	Executive Director
72/-	102
V	ry Public
J. RYAN VIVIAN (print)	
Bar Roll/Notary	ID No. 33424

