

**State of Louisiana  
DIVISION OF ADMINISTRATION  
STATE LAND OFFICE**

**Grant of Particular Use for Construction  
East Timbalier Island Planting Project  
LaFourche Parish, Louisiana**

The State of Louisiana acting through the State Land Office, Division of Administration, hereinafter called the "Owner", hereby grants to Equilon Pipeline Company LLC and its assigned agents, contractors and subcontractors, hereinafter called the "Grantee", a grant of particular use upon the following terms and conditions:

1. The Owner hereby grants to the Grantee an irrevocable right to enter upon the lands and waterbottoms hereinafter described for a period starting September 1, 1999 through December 31, 2005 solely for the purpose of carrying out a natural resources restoration project, including planting vegetation and monitoring, on East Timbalier Island, Louisiana (hereinafter called the "Project"); 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 hereby acquired.
2. All tools, equipment, and other property (excluding project features) taken upon or placed upon the land or waterbottoms by the Grantee or its contractors shall remain the property of the Grantee or its contractors.
3. This grant of particular use includes the right of ingress and egress on other lands and waterbottoms of the Owner in the Project area not described below, provided such ingress and egress is necessary and not otherwise conveniently available to the Grantee.
4. The Grantee agrees to act in a reasonable manner in conducting its activities on the property covered by this grant of particular use. The Grantee acknowledges that in the event its employees are negligent, liability may attach for such negligence. The Owner has no responsibility to hold and save the Grantee harmless for such negligence.
5. The land and waterbottoms affected by this grant of particular use are located in LaFourche Parish, Louisiana, and is shown on Exhibit A, attached and hereto made a part hereof.
6. This grant of particular use includes the following activities during the term of this grant:
  - a) The right to plant marsh vegetation on approximately a 173 acre dredge spoil platform built in 1998 as part of the CWPPRA East Timbalier Island Sediment Restoration Project.

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6. This grant of particular use includes the following activities during the term of this grant:
  - a) The right to plant marsh vegetation on approximately a 173 acre dredge spoil platform built in 1998 as part of the CWPPRA East Timbalier Island Sediment Restoration Project.

- b) The right for the Grantee to survey all areas on East Timbalier Island during the life of the Project as often as deemed necessary by the Grantee.
  - c) The right to inspect, monitor and maintain the Project during the life of the Project as often as deemed necessary by the Grantee.
  - d) The right for representatives from state and federal agencies to inspect the Project during the life of the project as often as deemed necessary by the Grantee, or state and federal representatives.
  - e) The right to make physical improvements to stabilize the vegetation as appropriate and as directed by the state and federal agencies.
  - f) The right to 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, and only with prior written approval from Owner.
7. Established trails and access canals shall be utilized whenever possible. Airboats and small outboards shall be used whenever practical to reduce the usage of marshbuggies. Marshbuggies, tractors, or 4 wheel all terrain vehicles (ATVs) may be used on unvegetated portions of the island, however, these vehicles should be used sparingly on vegetated portions.
8. In the event of surface damages resulting from activities of the Grantee, unless otherwise allowed by the Owner, the Grantee shall be responsible for restoring the site, to the greatest extent practicable, to conditions existing at commencement of Grantee activities, or the Grantee shall be responsible for the cost of such restoration. All litter shall be removed upon completion of authorized work.

IN WITNESS WHEREOF the parties hereto have signed these presents on the day and date set forth below and in the presence of the undersigned witnesses after due reading of the whole.

STATE OF LOUISIANA

By: Charles L. St. Roman  
State Land Office  
Division of Administration

Witnesses:

Beth Hodgkin

Title: Public Lands Admin.

Michaela Vona

Date: 9/23/99

EQUILON PIPELINE COMPANY LLC

By: AM Doster  
Equilon Pipeline Company LLC

Witnesses:

Richard L. [Signature]

Title: Resident

V. Will

Date: September 21, 1999

# EXHIBIT A

