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GREATER LAFOURCHE
PORT COMMISSION,
Plaintiff

17TH JUDICIAL DISTRICT COURT
PARISH OF LAFOURCHE

v.

STATE OF LOUISIANA

CAILLOUET LAND CORPORATION,
Defendant

DIVISION B

DOCKET NO. 78781

FILED: _____

STIPULATION OF FACT AND MOTION FOR CONSENT JUDGMENT

Plaintiff, Greater Lafourche Port Commission ("Port Commission"), and defendant, Caillouet Land Corporation, after fully weighing and considering the evidence and applicable evidentiary, procedural, and substantive law and on advice of counsel, jointly stipulate and move the Court for entry of Findings of Fact and Consent Judgment, as follows:

1.

The Port Commission and Caillouet Land Corporation each possess certain rights with respect to various property in the vicinity of Port Fourchon in Lafourche Parish, Louisiana.

2.

3.

The Port Commission and Caillouet Land Corporation each have an interest in resolving these disputes and producing certainty regarding their respective rights and obligations.

4.

Counsel for the Port Commission and Caillouet Land Corporation have jointly prepared this motion and a proposed Findings of Fact and Consent Judgment, attached hereto as Exhibit A, with the mutual goal of resolving this litigation on a basis acceptable to both the Port Commission and Caillouet Land Corporation.

5.

The Board of Commissioners of the Port Commission (the "Port Board") and the Board of Directors of Caillouet Land Corporation (the "Caillouet Land Corporation Board") have each, following all applicable legal procedure, passed a resolution, which resolutions are attached hereto as Exhibits B and C. Such resolutions:

- a. Acknowledge that the Port Board and the Caillouet Land Corporation Board have carefully examined and considered the instant stipulation and motion and the proposed Findings of Fact and Consent Judgment attached hereto as Exhibit A;
- b. Acknowledge that the Port Board and the Caillouet Land Corporation Board have received the advice of their respective legal counsel regarding the effect of entry of such Findings of Fact and Consent Judgment as compared to the possible effects of continuing this litigation;
- c. Determine, after fully weighing and considering the evidence and applicable

- e. Agree to undertake and faithfully and fully execute their respective obligations as set forth in such Findings of Fact and Consent Judgment;
- and
- f. Authorize undersigned counsel and their respective Presidents to jointly move the Court for entry of such Findings of Fact and Consent Judgment.


6.

The pleadings are deemed amended and supplemented so as to encompass all of the issues addressed in said Findings of Fact and Consent Judgment in accordance with the terms thereof.

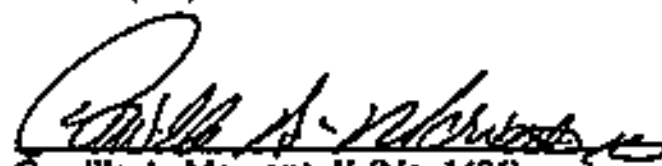
WHEREFORE, the Greater Lafourche Port Commission and Caillouet Land Corporation hereby jointly move the Court for entry of Findings of Fact and Consent Judgment in the form and substance attached hereto as Exhibit A.

Respectfully submitted:


Tommy Doucet
President
Greater Lafourche Port Commission


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GREATER LAFOURCHE

17TH JUDICIAL DISTRICT COURT

PORT COMMISSION,
Plaintiff

PARISH OF LAFOURCHE

v.

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CAILLOUET LAND CORPORATION,
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FINDINGS OF FACT AND CONSENT JUDGMENT

This cause came for hearing on the 21st day of October, 1997, in open court in Thibodaux, Louisiana, upon Stipulation of Fact and Motion for Consent Judgment filed by the Greater Lafourche Port Commission and Caillouet Land Corporation:

Present:

1. Toney Doucet
President, Greater Lafourche Port Commission
2. Loulan J. Pitre, Jr. (No. 17749)
DERAMEE & PITRE, L.L.P.
Attorneys for Greater Lafourche Port Commission
3. James L. Caillouet
President, Caillouet Land Corporation
4. Camille A. Morvant, II (No. 1496)
PELTIER, MORVANT & CAVELL
Attorneys for Defendant, Caillouet Land Corporation
5. P. Albert Bienvenu (No. 3078)
BIENVENU, FOSTER, RYAN & O'BANNON
Attorneys for Defendant, Caillouet Land Corporation

The Court, having considered the Stipulation of Fact and Joint Motion for Consent Judgment filed this day by the Greater Lafourche Port Commission ("Port Commission") and Caillouet Land Corporation, and having considered the pleadings, filings, law, testimonies of witnesses and other evidence, and statements

of consent under the following Findings of Fact which Findings of Fact are stipulated

A. Caillouet Property

The Caillouet Property is comprised of the Lapene Grant Property and the Other Caillouet Property, as follows, to wit:

1. Lapene Grant Property.**TOWNSHIP 22 SOUTH, RANGE 22 EAST:**

Section 34: SE 1/4 of SW 1/4

TOWNSHIP 23 SOUTH, RANGE 22 EAST

Section 3: Lots 1, 4, 5, 8, SW 1/4 of NE 1/4

Section 10: Lots 1, 4, 5, 8, SE 1/4 of NE 1/4

Section 13: SW 1/4 of SW 1/4

Section 14: NW 1/4 of NW 1/4, S 1/2 of SE 1/4, and all that part of Lot 3 lying east of a straight southerly projection of the east line of Lot 1 of said section.

Section 15: Lot 1

Section 23: Lot 1

Section 24: Lots 1, 4, 5, W 1/2 of NE 1/4, NE 1/4 of SE 1/4

The Lapene Grant Property is depicted along with the Other Caillouet Property on the plat attached hereto as Exhibit 1A. The Lapene Grant Property is presently owned by Caillouet Land Corporation, having been acquired by Caillouet Land Corporation through an Act of Exchange dated February 4, 1968 recorded in Conveyance Book 379, Folio 324, Entry No. 287651 of the Conveyance Records of Lafourche Parish, from various transferees referred to therein as "Caillouet Heirs", and/or through other acts.

2. Other Caillouet Property.

The Other Caillouet Property is the property in addition to the Lapene Grant Property that is located in the Tenth Ward of Lafourche Parish and depicted as being owned by Caillouet Land Corporation on the plat attached hereto as Exhibit 1A and described in an Act of Exchange dated February 4, 1968 recorded in Conveyance Book 379, Folio 324, Entry No.

does not claim any ownership or any other real rights to the Other Caillouet Property.

The Port Commission has asserted claims of ownership, servitude, other real rights, and/or other rights in and to certain portions of the Caillouet Property, which claims are settled and/or compromised as set forth in this Findings of Fact and Consent Judgment. The Lapene Grant Property and the Other Caillouet Property are collectively referred to herein simply as "Caillouet Property".

B. October 9, 1963 Act Property

The property depicted on the plat attached hereto as Exhibit 1B, which property was transferred to the Port Commission by Caillouet Land Corporation's ancestors in the title through an act dated October 9, 1963, recorded in Conveyance Book 315, Folio 4, Entry No. 223644, of the Conveyance Records of Lafourche Parish. The transfer was made subject to the reservation of all mineral rights and certain other terms and conditions which are particularized therein. Caillouet Land Corporation has asserted claims of ownership, servitude, other real rights and/or other rights in and to this property, which claims are settled and compromised as set forth in this Findings of Fact and Consent Judgment.

II. Channel Servitude

The Caillouet Heirs burdened all of the property which they retained, described herein as Caillouet Property, and particularized hereinabove at LA, with a contractual spoil deposit servitude in favor of the Port Commission by an Act dated October 30, 1963, which act is recorded in Conveyance Office Book 316, Folio 217, Entry 224928, of the Conveyance Records of Lafourche Parish. That act also granted a perpetual servitude in favor of the Port Commission "...to enter upon, dig, cut away and remove any and all of the said lands or earth necessary for the widening,

Section 10: Lots 1, 4, 5

In Township 23 South, Range 22 East as lie within the area embraced within the following described boundary lines:

Beginning at a point of Lambert Grid Coordinate values of $X = 2,355,849.66$ and $Y = 171,713.71$; thence North $77^{\circ}00'$ East a distance of $150'$ to a point having Lambert Grid Coordinate values of $X = 2,355,995.81$ and $Y = 171,747.45$; thence North $13^{\circ}00'$ West a distance of $2000'$ to a point, said point having Lambert Grid Coordinate values of $X = 2,355,545.91$ and $Y = 173,696.19$; thence South $77^{\circ}00'$ West to the east or left descending bank of Bayou Lafourche; thence Southeasterly with and/or along the east or left descending bank of Bayou Lafourche to a point which bears South $77^{\circ}00'$ West from the point of beginning; thence North $77^{\circ}00'$ East to the point of beginning, all as more fully shown as the tract designated C-4 on the map marked Exhibit 2 attached hereto and made a part hereof, containing 14.92 acres.

III. Public Need of Port Commission**A. Declaration Regarding Public Need**

The Port Commission has, since its creation, caused and conducted numerous studies, both long term and short term, for use and development of the Tenth Ward of Lafourche Parish within its jurisdiction and the public need for ownership, ownership rights, servitudes, other real rights, and other uses of land for the purposes of the Port Commission, including but not limited to flood control, flood protection, hurricane protection, levees, public roads, bridges, public utilities, port use and development, shipping, construction, maintenance, and control of waterways and channels, residential, recreational, industrial and commercial uses and needs and other uses. Through these studies and plans, the Port Commission has identified certain land the ownership or use through servitudes, real rights, and otherwise, is or may reasonably become necessary for public purposes of the

transferred and accruing to the Port Commission pursuant to this Findings of Fact and Consent Judgment and other acts of record as referred to in Article XII.D hereof, none of the Caillouet Property described hereinabove at Article LA., nor any facility thereon, nor the ownership, any right of use, servitude, or other property right on, above or below the surface thereof is necessary for any public use or purposes of the Port Commission and, except with respect to such property as is herein specifically described, reserved, or excluded, none has in any manner been taken, or used, nor is any presently used by the Port Commission for any public purpose (and without limiting the generality of this statement), including but not limited to the purposes of flood control, flood protection, hurricane protection, levees, public roads, bridges, public utilities, port use and development, shipping, construction, maintenance, and control of waterways and channels, residential, recreational, industrial and commercial or any other uses. Furthermore, except as specifically provided herein, and unless and until this Findings of Fact and Consent Judgment is vacated pursuant to Article XIII.C. hereof, Caillouet Land Corporation, as the property owner, is free to alienate, encumber, develop and otherwise use its said property free and clear of any and all claims by the Port Commission of public need for any purpose of ownership, use, servitude for any public purpose by the Port Commission of the Caillouet Property, and any improvement, construction, or facility on such Caillouet Property which is, has, or may in the future be placed thereon.

B. Use of Banks, Etc.

The court finds that the Port Commission has the power to grant to Caillouet Land Corporation the right of exclusive use of the banks, batture,

Judgment is vacated pursuant to Article XIII.C. hereof, of the east bank of Bayou Lafourche and Pass Fourchon as defined herein, located on Caillouet Land Corporation property, in the areas depicted on the plats attached hereto as Exhibit 3D1 and Exhibit 3D2, as well as the adjacent batture and bed of Bayou Lafourche and Pass Fourchon in the areas depicted on Exhibit 3B1 and Exhibit 3B2; and

2. Development by Caillouet Land Company, its transferees, permittees and assigns, of all areas owned by Caillouet Land Corporation, including but not limited to any portion thereof which is or may be considered the bank of any navigable stream, river or other body of water, as well as the adjacent batture and bed of Bayou Lafourche and Pass Fourchon in the areas depicted on Exhibit 3B1 and 3B2, for all purposes, and for private planning, construction, installation, maintenance, use and operation of facilities, buildings, roads, docks, wharves and necessary appurtenances of every kind, and for the installation of, and installation of services necessary thereto but subject to applicable laws and ordinances regulating proper planning, construction and maintenance thereof for the use intended. Except to the extent contrary to the Port Commission's statutory obligations and status as a public body, the Port Commission shall fully cooperate with Caillouet Land Corporation in all efforts to obtain permits from state, federal, and local agencies for such development and shall provide to Caillouet Land Corporation and the permitting authorities all information at its disposal bearing upon the present and future usefulness for the development (including but not limited to feasibility

development of this property, subject to reimbursement of reasonable costs and expenses associated with such cooperation. Caillouet Land Corporation agrees that it shall provide, in connection with efforts by the Port Commission to obtain permits, to the Port Commission and any permitting authorities all information at its disposal bearing upon the present and future usefulness for development of the area bounded by the Flotation Canal, Bayou Lafourche, Fourchon Pass, the Chevron Canal, and Highway 3090 (including but not limited to feasibility studies on port development, maps and information showing plans for future port and port facility development, environmental assessments and environmental impact statements) as may be in the control or possession of Caillouet Land Corporation now or in the future, and such other comment as will support the permitting thereof for the development of the area described, subject to reimbursement of reasonable costs and expenses associated with such cooperation. Caillouet Land Corporation shall not attempt to oppose or hinder the Port Commission in obtaining any permits necessary to perform its obligations hereunder or exercise any rights or servitudes arising hereunder.

C. Material Deposited

Commencing in or after the year 1963, soil, clay, shell, dredge material, debris, and other material was deposited by or for the Port Commission and/or Caillouet Land Corporation or its ancestors in title on Caillouet Property described hereinabove in Article LA., including property therein adjacent to the natural bank of Bayou Lafourche and upon the natural ridge

456 or any other applicable law), nor does the Port Commission maintain any claim for itself, the public, or for any person or governmental body, to title, ownership, or any servitude, real right, or other right arising from such deposit of material on property owned by Caillouet Land Corporation. In consideration of this Article III and the other terms and conditions of this Findings of Fact and Consent Judgment, Caillouet Land Corporation discontinues all claims it may have against the Port Commission and/or others arising from such deposit of material on property owned by Caillouet Land Corporation, unless and until this Findings of Fact and Consent Judgment is vacated pursuant to Article XIII.C. hereof.

D. Bank Location

1. The bank of Bayou Lafourche on the said property on Bayou Lafourche is as shown on the attached surveyed plat, Exhibit 3D1, and
2. The bank of the water body known as Fourchon Pass on the said property is as shown on the attached surveyed plat, Exhibit 3D2.

E. Release of C-4 Servitude

The servitudes granted to the Port Commission with respect to the property described as C-4 in the act described in Article II hereof are released, terminated, and extinguished so that they no longer burden such property and, particularly, such property is no longer burdened with the servitude granted to the Port Commission in the act of October 31, 1963 "...to enter upon, dig, cut away and remove any and all of the said lands or earth necessary for the widening, deepening, improvement maintenance, and operation of ..." Bayou Lafourche which is referred to therein as a "Channel Servitude" as described hereinabove at Article II.

Judgment and this Findings of Fact and Consent Judgment, does discontinue any and all claims of rights, title and interests in and to the said Caillouet Property and any use thereof, except as otherwise specifically provided herein; provided that this Findings of Fact and Consent Judgment does not limit or amend any rights conveyed to or obtained by the Port Commission in other acts recorded as of September 1, 1997 in the conveyance records of Lafourche Parish, Louisiana, including but not limited to the acts described on Exhibit 12D attached hereto and made a part hereof (except as provided herein at Articles III.E. and XI.B). Any and all such claims and defenses of the Port Commission and Caillouet Land Corporation shall be returned to their exact legal status as of the date of signing by the Court of this Findings of Fact and Consent Judgment in the event of an order vacating this Findings of Fact and Consent Judgment pursuant to Article XIII.C. of this Findings of Fact and Consent Judgment.

IV. Status of October 9, 1963 Act

Caillouet Land Corporation hereby acknowledges and confirms that all of the property donated by its ancestors in title, Caillouet Heirs, to the Port Commission by act dated October 9, 1963, recorded in the conveyance records of Lafourche Parish, Louisiana, at COB 315, Folio 4, Entry No. 223644, is owned by the Port Commission and remains in the possession of the Port Commission, and/or its lessees, pursuant to that act. Unless and until this Findings of Fact and Consent Judgment is vacated pursuant to Article XIII.C. hereof, Caillouet Land Corporation hereby discontinues all claims it may have arising from said October 9, 1963 Act or to revoke said October 9, 1963 Act, and all other claims asserted in this civil action, and any other claims, the basis for which are actually known or reasonably knowable to Caillouet Land

to bring no claims or defenses arising from alleged past, present, or future violations of any condition of said October 9, 1963 Act unless and until this Findings of Fact and Consent Judgment is vacated pursuant to Article XIII.C. hereof. The running of prescription on any and all such claims and defenses of Caillouet Land Corporation is suspended (but not interrupted) until any such order vacating this Findings of Fact and Consent Judgment pursuant to Article XIII.C. of this Findings of Fact and Consent Judgment; provided that to the extent that any such claims are already prescribed, they are not revived by this Article IV.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that:

I. - IV. Incorporation of Findings of Fact

The Court declares that the hereinabove stipulations and findings of fact are made the judgment of this Court and are incorporated herein as if copied *in extenso*, and govern the respective rights of the parties with respect to the property involved in this litigation, subject to the following additional provisions, to which the Port Commission and Caillouet Land Corporation jointly stipulate and bind themselves, to wit:

V. Flotation Canal

Caillouet Land Corporation by operation of this judgment, and unless and until this Findings of Fact and Consent Judgment is vacated pursuant to Article XIII.C. hereof, hereby does grant unto the Port Commission, which hereby accepts for itself, the limited servitude described in this Article V, of use and of passage for the sole and exclusive purpose of permitting members of the public to traverse, for ingress and egress to other properties and places, the existing canal, called the "Flotation Canal" and for widening, constructing, and maintaining the canal, as described herein but at the sole expense and liability of the Port Commission, which

section 10 and section 3, T-23-S, R-22-E, having Lambert coordinate value of N=174,440.23 and E=2,255,995.25. Thence at a bearing of N 1°55'22" W for a distance of approximately 400' to a point on the projection of the average south bank of the Flotation Canal, said point being the POINT OF BEGINNING. Thence at a bearing of S 71°52'28" W for a distance of 912.83' the eastern edge of the channel of Bayou Lafourche; thence at a bearing of N 5°31'21" W for a distance of 614.81' along the eastern edge of the channel to a point; thence at a bearing of N 71°52'28" E for a distance of 953.03' to a point on the section line of section 3; thence at a bearing of S 1°55'22" E for a distance of 625.20' to the POINT OF BEGINNING.

Said parcel is more fully shown on a plat entitled "Exhibit 5 to Findings of Fact and Consent Judgment in Greater Lafourche Port Commission v. Caillouet Land Corporation, 17th Judicial District Court, Parish of Lafourche, State of Louisiana, Division B, Docket No. 78781". Said parcel contains 12.858 acres, with approximately 4.2 acres of land, the rest of the parcel being water.

In consideration of the terms and conditions of this Article V and the other terms and conditions of this Findings of Fact and Consent Judgment, Caillouet Land Corporation discontinues all claims it may have arising against the Port Commission and/or others from past use of the area covered by this servitude, unless and until this Findings of Fact and Consent Judgment is vacated pursuant to Article XIII.C. hereof. As further consideration for the grant of this servitude, Caillouet Land Corporation has agreed to accept and the Port Commission has stipulated and agreed and, accordingly is hereby ordered to do and perform the following:

A. Protection of Southern Canal Bank

At the same time as any dredging operations pursuant to the grant of servitude provided in this Article (or within two (2) years of the rendering of this judgment, if no such dredging operations have occurred by such time), reinforce the southern bank of such canal with riprap materials of reasonable

alternate reinforcement, including but not limited to bulkhead reinforcement on such southern bank, the Greater Lafourche Port Commission shall thenceforth be relieved from the obligation to provide reinforcement of the southern bank of such canal as provided in this paragraph. However, if such bulkheading is constructed before the Port Commission has provided such riprapping, then, if any such bulkhead be removed, destroyed, fall into disrepair so as to afford no protection to the canal bank from erosion, then the Port Commission, upon written request by Cailhouet Land Corporation, shall be obligated to promptly reinforce the southern bank of such canal with riprap materials of reasonable and adequate quality in accordance with the specifications of Exhibit 5A to this Findings of Fact and Consent Judgment, and to maintain such reinforcement as provided hereinabove.

E. Protection of Northern Canal Bank

Within ten (10) years of the date this judgment is rendered, reinforce the northern bank of the canal as dredged pursuant to such servitude with riprap materials of reasonable and adequate quality, in accordance with the specifications of Exhibit 5B to this Findings of Fact and Consent Judgment, and to maintain such reinforcement perpetually, provided that should Cailhouet Land Corporation or its agents, employees, assignees, lessees, successors or assigns construct alternate reinforcement, including but not limited to bulkhead reinforcement on such northern bank, the Greater Lafourche Port Commission shall thenceforth be relieved from the obligation to provide reinforcement of the northern bank of such canal as provided in this paragraph. However, if such bulkheading is constructed before the Port Commission has provided such riprapping, then, if any such bulkhead be

Fact and Consent Judgment, and to maintain such reinforcement as provided hereinabove.

C. Reversion of Servitude to As-Built

Ten (10) years after the date this Findings of Fact and Consent Judgment is signed by the Court, the northern boundary of the servitude granted in this Article shall revert to the northern bank of the canal as dredged pursuant to such servitude, but shall under no circumstances include any property outside of the boundaries of the servitude as defined above in this Article. The Port Commission and Caillouet Land Corporation shall cooperate in conducting such surveys and preparing such documents as reasonably appropriate to reflect the revised northern boundary of the servitude. All costs for conducting the survey and preparation of documents shall borne by Caillouet Land Corporation.

D. Use of Servitude

Any canal within the servitude provided in this Article V shall be for the sole and exclusive purpose of permitting the Port Commission and members of the public to traverse for ingress and egress to other properties and places (the existing canal, called the "Flotation Canal") and for widening, constructing, and maintaining the canal, it being understood that Caillouet Land Corporation and its agents, employees, assignees, lessees, permittees, successor, and assigns shall have the same rights within such canal as the public, and it being further provided, agreed and ordered, that Caillouet Land Corporation shall in addition have, the exclusive rights to the banks and shores of the canal on Caillouet Property and the full and exclusive use of same for all purposes and the exclusive right to moor and dock vessels in the

shall be assessed by, owed to or collected by the Port Commission from Caillouet Land Corporation its agents, employees, assignees, lessees, permittees, successor, and assigns for any such use; provided that this does not create an exemption from any other fees or charges which may be generally applied for use of facilities operated or maintained by the Port Commission. No fee or charge shall be imposed by the Port Commission specifically applicable to use of the Flotation Canal or the banks thereof on Caillouet Property. Caillouet Land Corporation its successors and assigns, and its or their designees shall have the exclusive right to fix, charge and collect any fees for use of the banks of the Flotation Canal on Caillouet Property and said area within seventy-five feet of the banks, and no portion thereof shall be due or payable to the Port Commission.

E. Indemnity

The Port Commission agrees to hold harmless, defend and indemnify Caillouet Land Corporation and Indemnitees as provided in Exhibit 5D attached and made a part hereof for all claims, actions and causes of action which arise in any manner from the exercise by the Port Commission of any rights granted herein or any use of the canal or any matter arising out of the construction, condition, or maintenance, of the canal and appurtenant structures, facilities and installations; provided no person or entity shall be held harmless, defended or indemnified for such person's or entity's own negligent acts or omissions.

F. Duration

Subject to the general provision that this servitude shall remain in effect unless and until this Findings of Fact and Consent Judgment is vacated

by the Port Commission or by any other party for use of the portion of the canal traversing Caillouet Property;

Upon termination of the servitudes granted herein, no moneys or other payment shall be due the Port Commission from Caillouet Land Corporation, its successors or assigns for return of the rights granted herein or for any structure, facility or installation thereon.

VI. Federal Servitude Area

Caillouet Land Corporation by operation of this judgment, and unless and until this Findings of Fact and Consent Judgment is vacated pursuant to Article XIII.C. hereof, hereby does transfer title to and does hereby convey, and deliver, without warranty, but with full substitution and subrogation to all rights and actions in warranty against all preceding owners and vendors, to and unto the Port Commission, which hereby accepts for itself, its heirs, successors or assigns, and acknowledges the delivery and possession thereof, the following described property, to wit:

That portion of Lot 3 of Section 14, Township 23 South, Range 22 East, situated in the Parish of Lafourche, State of Louisiana, which is west of the eastern boundary of the servitude granted the United States of America in that certain Act of Servitude and Spoil Disposal Privileges by L. Philip Caillouet et al. in favor of United States of America entitled "Bayou Lafourche and Lafourche-Jump Waterway dated December 7, 1962, recorded in COB 379, Folio 69, Entry 286681, Lafourche Parish, Louisiana.

Such property being as depicted on the plat attached hereto as Exhibit 6. To have and to hold, together with all and singular the rights, privileges and appurtenances, advantages, servitudes, and prescriptions thereunto belonging or in anywise appertaining, unto the said Port Commission, its successors and assigns, forever, subject to Article XIII.C of this Findings of Fact and Consent Judgment. Additionally, Caillouet Land Corporation discontinues all claims for past use of the

above-described property, together with all rights necessary or appropriate to the exploration for and production of said minerals, it being understood, however, that the mineral reservation herein made shall not authorize the drilling of a well from a surface location on the property herein donated, but may be exercised by drilling directionally from a location off of said property; this mineral reservation being excepted from running of the prescription on non-use in accordance with the provisions of La. R.S. 31:149.

VII. Doucet Drive Extension

Caillouet Land Corporation by operation of this judgment, and unless and until this Findings of Fact and Consent Judgment is vacated pursuant to Article XIII.C. hereof, hereby does grant unto the Port Commission, which hereby accepts for itself, a servitude for construction of a public road, being an extension of N. Doucet Drive, as shown on the attached Exhibit 7A. The Port Commission and Caillouet Land Corporation agree to and they are hereby ordered to cooperate in the construction by the Port Commission, at its cost, with reasonable promptness and diligence, of an extension of N. Doucet Drive on said servitude, to generally the same standards and using generally the same methods as the existing N. Doucet Drive, in accordance with the following:

A. Servitude property

The servitude property is as shown on Exhibit 7A attached hereto. It is understood that the speed of construction of the Doucet Drive Extension may be affected by the physical condition of the route provided. The exact location of the servitude is subject to modification as may be necessary due to permitting or construction considerations.

B. Corps Permit and Mitigation

Caillouet Land Corporation is responsible for obtaining any and all permits necessary from the United States Army Corps of Engineers ("Corps") in order to fill the route of the Doucet Drive Extension to +4 MSL, and to perform any and all mitigation required as a condition of such permits. At

bearing upon the public need and present and future usefulness for the road and such other comment as will support the permitting thereof for immediate construction, subject to reimbursement of reasonable costs and expenses associated with such cooperation.

C. Retainer Levee

Within 180 days after Caillouet Land Corporation has obtained necessary permits, the Port Commission will, at its sole cost and expense, at the request of Caillouet Land Corporation, build and complete retainer levees on the servitude property as high as soil conditions allow using reasonable construction practices, up to an elevation of +8 MSL. The Port Commission may obtain the retainer levee material from the Caillouet Property adjacent to the servitude property as depicted on Exhibit 7A.

D. Material for Foundation

1. The Port Commission may at its option at any time deliver adequate material for construction of the road foundation sufficient for use by the Port Commission to bring the servitude property to an elevation of no less than +4 MSL. At the option of Caillouet Land Corporation, Caillouet Land Corporation may exercise its rights under Article X hereof in order to have the Port Commission deliver such material. In such instances, the Port Commission shall be responsible for the integrity of the retainer levees during such operations.
2. If the such material is not delivered by the Port Commission in accordance with Article VII.D.1, Caillouet Land Corporation may deliver adequate material for construction of the road foundation sufficient for use by the Port Commission to bring the servitude property to an elevation of no less than +4 MSL, and if Caillouet Land Corporation delivers dredged material, Caillouet Land Corporation shall be responsible for the integrity of the retainer levees during such operation.

crown of the retainer levee to establish the road foundation, or (ii) construct such foundation using such other material as Callouet Land Corporation has delivered to the site.

F. Construction of Road

Within 45 days after such earthen foundation has compacted adequately, the Port Commission will, at its sole cost and expense, commence construction, and diligently continue until completed, on the servitude property an limestone aggregate road on the established foundation to generally the same standards as the existing N. Doucet Drive as of the date of the rendering of this Judgment.

G. Maintenance and Further Improvements

The Port Commission shall at all times be responsible for proper repair, maintenance and signage of the road. It shall include the Doucet Drive extension on the servitude property and on any other property over which it may be located, in all programs of maintenance and any upgrades of the existing N. Doucet Drive, as soon as practicable consistently with sound construction practices.

H. Utilities

The Port Commission shall, at no cost to Callouet Land Corporation or its successors, assigns, and permittees, install, or cause installation of, water and electricity lines within the servitude for the Doucet Drive Extension.

I. Public Use

The Port Commission shall open the Doucet Drive Extension to public use as soon as reasonably practicable.

J. Documents

The Port Commission and Callouet Land Corporation shall cooperate in conducting such surveys and preparing such documents as reasonably appropriate to reflect the Doucet Drive Extension as it is actually built. All costs for conducting the survey and preparation of documents shall be borne

Commission of any rights granted herein or any use of the road or any matter arising out of the construction, condition, or maintenance, of the road and appurtenant structures, facilities and installations; provided no person or entity shall be held harmless, defended or indemnified for such person's or entity's own negligent acts or omissions.

L. Duration

Subject to the general provision that this servitude shall remain in effect unless and until this Findings of Fact and Consent Judgment is vacated pursuant to Article XIII.C. hereof, this servitude shall terminate and all rights with respect to the subject property will return to Caillouet Land Corporation free of any right of use or passage in anyone, in the event of the following:

1. Should the road be not used for public travel for a period of one year;
2. Should any fee, toll, or other consideration ever be charged or collected by the Port Commission or by any other party for use of the road.

Should the servitude granted pursuant to this Article terminate pursuant to this Article V.L., no moneys or other payment shall be due the Port Commission from Caillouet Land Corporation, its successors or assigns for return of the rights granted herein or for any structure, facility or installation thereon.

VIII. Dredging

A. Bayou Lafourche to Flotation Canal

The Port Commission shall within two (2) years of signing of this Judgment by the Court, dredge a channel in Bayou Lafourche in the area shown as "Area 1" on attached Exhibit 8A, said channel to be a minimum of twenty (20) feet deep, more or less, below National Geodetic Vertical Datum (NGVD) and three hundred (300) feet wide, and to maintain such channel through a reasonable program of maintenance dredging in a manner substantially the same as the channel shown as "Area 2" on attached Exhibit 8A, except that the Port Commission shall not be required hereunder to

signing by the Court of this Findings of Fact and Consent Judgment), commence the dredging operations contemplated in this Article VIIIA (if such dredging operations have not already been performed), providing advance notice as anticipated by Article X.A. hereof in order to allow Caillouet Land Corporation to exercise its rights under Article X. hereof to use the resulting spoil in pursuit of the fill operation contemplated in Article VILD hereof.

B. Pass Fourchon to Chevron Canal

The Port Commission is hereby ordered to dredge a channel within two (2) years in Pass Fourchon in the area shown as "Area 3" on attached Exhibit 8B, said channel to be a minimum of twenty (20) feet deep, more or less, below National Geodetic Vertical Datum (NGVD) and three hundred (300) feet wide, and to maintain such channel through a reasonable program of maintenance dredging in a manner substantially the same as the channel shown as "Area 4" on attached Exhibit 8B, except that the Port Commission shall not be required hereunder to maintain Area 3 at greater than said twenty-foot depth.

IX. Spoil Disposal Servitude

Caillouet Land Corporation by operation of this judgment, unless and until this Findings of Fact and Consent Judgment is vacated pursuant to Article XIII.C. hereof, hereby does grant unto the Port Commission, which hereby accepts for itself, a servitude for the purposes described below, with respect to the following described property, to wit:

A certain parcel of property located at Port Fourchon, Louisiana on the eastern side of N. Doucet Road, in section 10, T-23-S, R-22-E.

Commencing at a 3" iron pipe with a brass cap, having Lambert grid coordinate values of N=168,736.49 and E=2,357,405.97. Thence at a bearing of N 13°02'21" W for a distance of approximately 476' to a point on the south section line of section 10, T-23-S, R-22-E, said point being the POINT OF BEGINNING. Thence at a bearing of N 13°02'21" W for a distance of approximately 854' to a point on the right of way of N. Doucet Road; thence at a bearing of N 75°24'11" E for a distance of