

**Exhibit E5 - Servitude and ROW - Mayne and Mertz  
Chennault Site 2-2A**

**Calcasieu Parish Recording Page**

H. Lynn Jones II  
Clerk of Court  
P. O. Box 1030  
Lake Charles, LA 70602  
(337) 437-3550

Received From :  
MAYNE & MERTZ, INC.  
P. O. BOX 183  
MIDLAND, TX 79702

First VENDOR  
CHENNAULT INTERNATIONAL AIRPORT AUTHORITY

First VENDEE  
MAYNE & MERTZ, INC.

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**Recorded Information**

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

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4

SERVITUDE AND RIGHT OF WAY AGREEMENT

STATE OF LOUISIANA

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

PARISH OF CALCASIEU

That Chennault International Airport Authority, whose address is 3650 Sen. J. Bennett Johnston Ave., Lake Charles, Louisiana 70615, herein called **GRANTOR**, for and in consideration of monies previously in hand paid, the receipt and sufficiency of which are hereby confessed and acknowledged, does hereby grant, bargain, sell and convey unto **MAYNE & MERTZ, INC.**, whose address is 24 Greenway Plaza, Suite 605, Houston, Texas 77046, herein called **GRANTEE**, and its successors and assigns, a servitude and right-of-way for the purposes of laying, constructing, maintaining, operating, altering, repairing, replacing, changing the size of and removing one (1) six inch (6") diameter or less pipeline within the same right-of-way, with all necessary and convenient valves, connections, fittings and appurtenances for the transportation of gas petroleum products or any other liquids, gases or substances which can be transported through a pipeline, and erecting, maintaining and removing cathodic protection equipment, on, over, under, through and across a strip of land fifteen (15) feet in width along a route approximately as shown on Exhibit "A" attached hereto and made a part hereof across the land described below, to wit:

Being a portion of those lands located in Sections 11, 13 and 14 of Township 10 South, Range 8 West, Calcasieu Parish, Louisiana as described on the plat attached hereto as Exhibit "A" and by reference made a part hereof, hereinafter referred to as the Servitude and Right of Way.

TO HAVE AND TO HOLD unto said **MAYNE & MERTZ, INC.**, its successors and assigns, such servitude and right-of-way to be for the purposes granted herein for as long as a pipeline is operated and maintained thereon by Grantee, its successors and assigns, for the transportation of gas petroleum products or any other liquids, gases or substances being produced and transported by Grantee.

This Servitude and Right-of-Way Agreement is made subject to the following terms and conditions:

- (1) Grantee shall have the rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted including, without limitation, the free right of ingress and egress over and across the above-described lands to and from said servitude and right-of-way.
- (2) Grantor may continue to use the surface of the servitude and right-of-way conveyed hereby for all agricultural purposes, pasturage or similar purposes; provided, however, Grantor shall not construct or permit to be constructed any houses, structures, lakes, ponds, dams or other obstructions upon the servitude and right-of-way which would interfere with Grantee's exercise of the rights hereby conveyed and the safe operation of its pipeline.
- (3) During construction, maintenance or removal of a pipeline hereunder, Grantee may use a strip of land thirty (30) feet in width, which shall revert to a fifteen (15) foot permanent servitude and right-of-way strip for operation of the pipeline. At locations such as roads, streams, ditches, or specific areas, which require more difficult installation procedures, Grantee shall have such additional space as is reasonably required during construction of a pipeline.
- (4) Grantee shall install proper bracing for crossing of all fences, leaving said bracing after construction, and shall repair the fence to as near its original condition as is reasonably practical. If there are gates or roadways now existing along the right-of-way route, Grantee shall have the right to use such existing gates and roadways in the exercise of all rights conferred herein.
- (5) Grantee shall have the right from time to time to cut and keep clear trees, undergrowth and other obstructions on said servitude and right-of-way that may endanger or interfere with the construction, operation and maintenance of the pipeline or appurtenances to said pipeline.

- (6) This servitude and right-of-way is granted without any warranty of title whatsoever and Grantor will not defend Grantee, its successors and assigns, against any claim or any part thereof. Grantee is hereby subrogated to all actions of warranty which Grantor may have against others.
- (7) Grantee agrees to bury the pipeline a minimum thirty-six inches below the surface of earth. Grantee will use the method commonly known as "double trenching" during construction to insure that when the trench is back-filled, the top soil and subsurface soil will occupy substantially the same position in the ground as before excavation.
- (8) Grantee agrees to notify Grantor in writing thirty (30) days in advance of the date that Grantee plans to abandon this servitude and right-of-way, and at Grantor's discretion, the pipeline and any appurtenances thereto shall be removed, at Grantee's expense, within three (3) months following the expiration of the thirty (30) written notice to Grantor or receipt of all required government approvals, whichever is later.
- (9) This instrument may be executed in counterparts and each Grantor shall receive payment hereunder in such proportions as his respective interest bears to the entire fee simple title.
- (10) It is further understood and agreed that the consideration paid for this servitude and right-of-way is also full, complete and final payment for any and all injuries and damages of whatever nature and character to land, crops, timber, fences and improvements on, over and across the premises occasioned by the construction of said pipeline installed hereunder and for the enjoyment and use by Grantee of its rights hereunder and Grantor hereby covenants that any and all claims that he has or may have because of the Grantee's construction operations on said pipeline installed on said right-of-way have been paid and satisfied in full.
- (11) Notwithstanding anything contained herein to the contrary, Grantee shall, at any time and from time to time, have the right to use the pipeline installed under the terms of this servitude and right-of-way to transport hydrocarbon products produced from other wells operated by Grantee, its successors and assigns, located within **(described on Page 1)**.
- (12) This instrument covers all of the agreements and stipulations between the parties and no representations or statements have been made that modify, add to or change the terms of this agreement.
- (13) Grantee agrees to protect, indemnify, and hold harmless Grantor from any claims, demands, expenses, losses, damages or injuries (including death) to persons or property which caused by Grantee's actions, negligence or willful misconduct in the construction, operation, and maintenance of the pipeline.
- (14) Section 1445 Certification. Under penalties of perjury, the undersigned Grantor(s) hereby certifies that it (they) is (are) not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate for the purposes of U.S. income taxation.
- (15) This instrument and the covenants and agreements herein contained shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto.
- (16) This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of Louisiana.

IN TESTIMONY WHEREOF the Grantor herein has executed this instrument this

19 day of December, 2007.

**WITNESSES:**

Brenda Cimixi  
BRENDA Cimini  
Andrea Pelloguin  
Andrea Pelloguin

**GRANTOR:**

**CHENNAULT INTERNATIONAL  
AIRPORT AUTHORITY**

[Signature]  
By: JONALD J. WALKER, III  
Its: President

STATE OF LOUISIANA

PARISH OF CALCASIEU

On this 19<sup>th</sup> day of December 2007, before me appeared Jonald J. Walker, III, to me personally known, who, being by me duly sworn, did say that he is the President of Chennault International Airport Authority, and that the foregoing instrument was signed in behalf of said Authority by authority of its Board of Commissioners and said Jonald J. Walker III acknowledged said instrument to be the free act and deed of said company.

[Signature]  
NOTARY PUBLIC Triny J. Manuel  
La. Bar No 09114

**WITNESSES:**

[Signature]  
Richard D. Elcher  
[Signature]  
Patricia Bigham

**GRANTEE:**

**MAYNE & MERTZ, INC.**

[Signature]  
R. Carter Cline  
Attorney-in-Fact

STATE OF TEXAS

COUNTY OF HARRIS

On this 19<sup>th</sup> day of December, 2007, before me appeared R. Carter Cline, to me personally known, who, being by me duly sworn, did say that he is the Attorney-In-Fact for MAYNE & MERTZ, INC., and that the foregoing instrument was signed on behalf of said company by authority of its Board of Directors and said R. Carter Cline acknowledged said instrument to be the free act and deed of said company.

[Signature]  
NOTARY PUBLIC

