

FACILITIES AND PROPERTY COMMITTEE

(Following the Finance and Audit Committee)

Friday, September 6, 2013

Southern University Shreveport
3050 Martin Luther King, Jr. Drive
Shreveport, Louisiana

AGENDA

1. Call to Order
2. Roll Call
3. Adoption of the Agenda
4. Public Comments
5. Action Items:
 - A. Approval of Small Capital Projects, SUS
 - B. Approval of On-campus Child Daycare Facility, SUNO
 - C. Approval of Small Capital Project-Daycare Center, SUSLA
 - D. Approval of Right-of-Way and Servitude Agreement for Genesis Pipeline for Southern University Property
6. Other Business
7. Adjournment

MEMBERS

Atty. Walter C. Dumas – Chair; Mrs. Ann A. Smith - Vice Chair;
Atty. Murphy F. Bell, Jr., Mr. Calvin W. Braxton, Sr., Mr. Willie E. Hendricks
Mr. Darren G. Mire, Dr. Leon R. Tarver II, Rev. Samuel C. Tolbert, Jr.
Atty. Bridget A. Dinvaut - Ex Officio

ACTION ITEM:

**SOUTHERN UNIVERSITY SYSTEM
BOARD OF SUPERVISORS MEETING SEPTEMBER 6, 2013
FOR THE FACILITIES COMMITTEE**

SMALL CAPITAL PROJECTS

1. UNIVERSITY PLACE GUSTAV RENOVATIONS
Estimated cost of project \$222,386.00
2. T.T. ALLAIN GUSTAV REPAIRS
Estimated cost of project \$431,184.00
3. LEE HINE BASEBALL FIELD GUSTAV REPAIRS
Estimated cost of project \$171,564.00
4. SMITH BROWN UNION GUSTAV REPAIRS
Estimated cost of project: \$297,000.00
5. AUD-GYM GUSTAV REPAIRS
Estimated cost of project): \$250,000.00
6. DISASTER RELIEF- LED SAFETY LIGHTING
Estimated cost of project: \$272,484.00



SOUTHERN UNIVERSITY
NEW ORLEANS

Child Daycare Center Proposal

July 12, 2013

Establishment of a Child Daycare Center at Southern University at New Orleans

Southern University at New Orleans possesses many non-traditional students who struggle to juggle school, work, and family. These students, mainly ages 25 and older, make up 55% of SUNO's student population, suggesting that many of them are raising young children. As a testament of this need, during the aftermath of Hurricane Katrina, SUNO offered daycare vouchers to students. The response was overwhelming.

Creation of an on-campus Child Daycare Center would serve to relieve their stress and anxiety, reduce travel to distant centers, reduce drop-out rates, and reduce absenteeism, thus, enabling them to complete their different programs in a timely manner.

A 2010 *Chronicle of Higher Education* article titled *The Child Care Crisis* examines the national impact of this issue and notes several alarming statistics regarding parents with small children who attend college:

- The number of unmarried parenting students is rising, doubling over the last 20 years from seven to just over 13 percent of the undergraduate population.
- More than one-third of black female undergraduates nationwide are unmarried parents.
- More than half (59 percent) of these persons earn less than \$10,000 a year, and 38 percent earn less than \$5,000 annually.
- Nationally, in 2007-08, for example, three-fourths of all unmarried parents enrolled in college full-time were working at least 15 hours per week, and 30 percent were working 40 or more hours per week.
- Only five percent of unmarried parenting students finish with a bachelor's degree within six years of starting college.
- Twenty-five percent of unmarried parenting students have unmet financial need of \$11,500 or more, approximately the same amount that the U.S. Department of Agriculture estimates it costs to raise a child under age 5 annually.
- Federal support for the Child Care Access Means Parents in School program declined by 40 percent between 2002 and 2009.

The above national statistics mirror the realities that some students at Southern University at New Orleans experience. Not surprisingly, some SUNO employees are challenged with similar realities as well. SUNO, therefore, proposes establishing an on-campus Child Daycare Center. In the upcoming months, SUNO will review/study the following options for cost-effectiveness:

1. Refurbishing current Mission Critical Trailers to meet code, functional standards for child care facilities and installation of required play areas with required playground equipment.
2. Constructing a new facility inclusive of functional standards for child care facilities and installation of required play areas with required playground equipment.

Our preference would be to outsource management of the facility, regardless of which physical structure will be used. Outsourcing minimizes start-up and personnel cost while delivering the much needed services to the students, faculty and staff for the University while offering quality child care to the Pontchartrain Park, Gentilly Woods and Lakefront areas of New Orleans.

A proposed timeline for Option #1 includes:

1. Administrative Coordination with FEMA, Facilities Planning and Control and the Board of Regents: Eight (8) months.
2. Estimated A&E Design services timeline for Bid Documents: Eight (8) months.
3. Relocation and renovation of the Mission Critical Trailers to accommodate the proposed Child Care Center projected timeline: Twelve (12) months.
4. Total project delivery timeline: Twenty-eight (28) months.

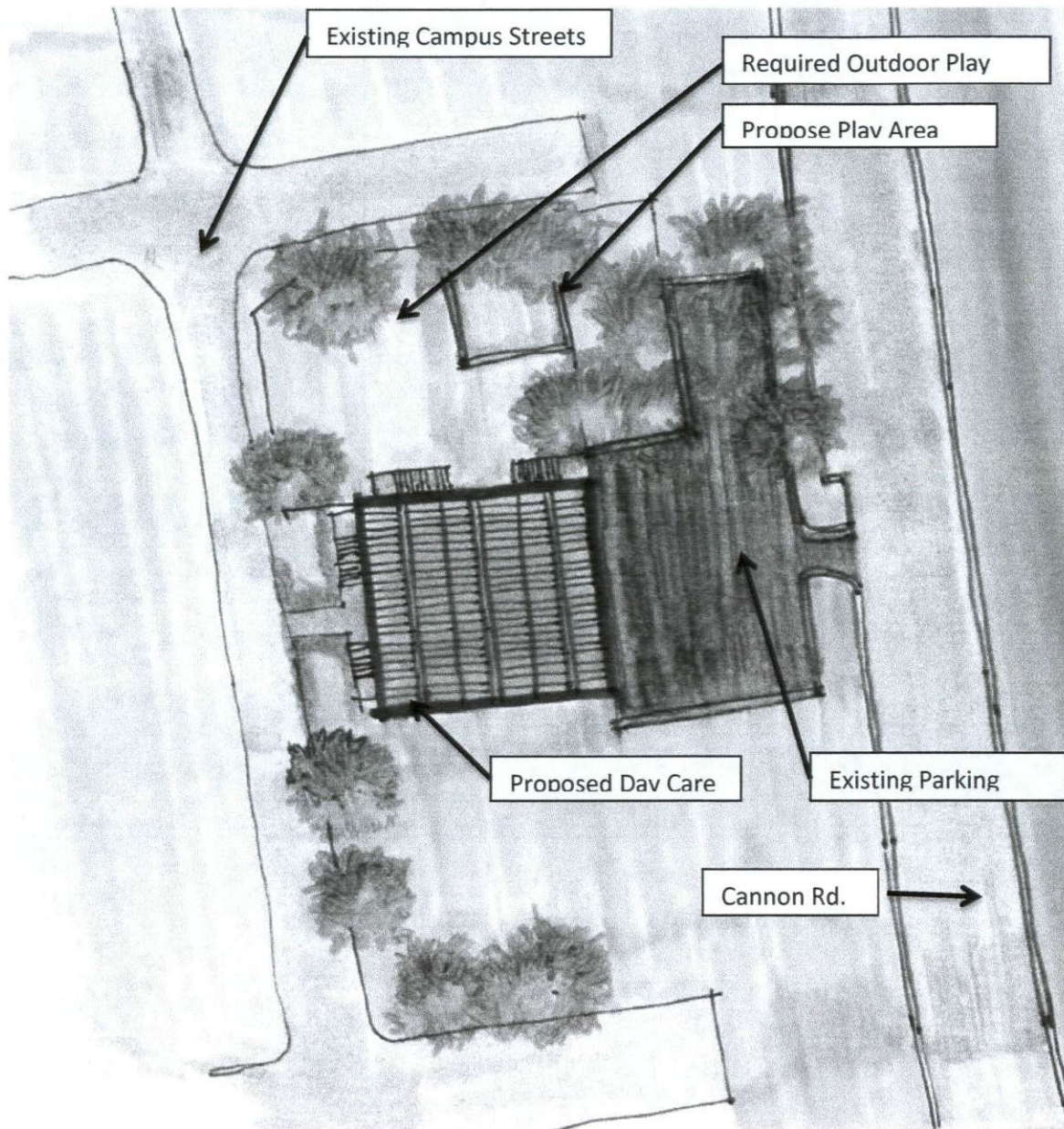
A proposed timeline for Option #2 includes:

1. Six (6) months of administrative approval (ie: SU Board, Board of Regents, Facility Planning and Control.)
2. Twelve (12) months to produce and approve architectural design and bid documents.
3. Three (3) months for bidding and contract award.
4. Twelve (12) months for construction, total project delivery timeline: Thirty (30) months.

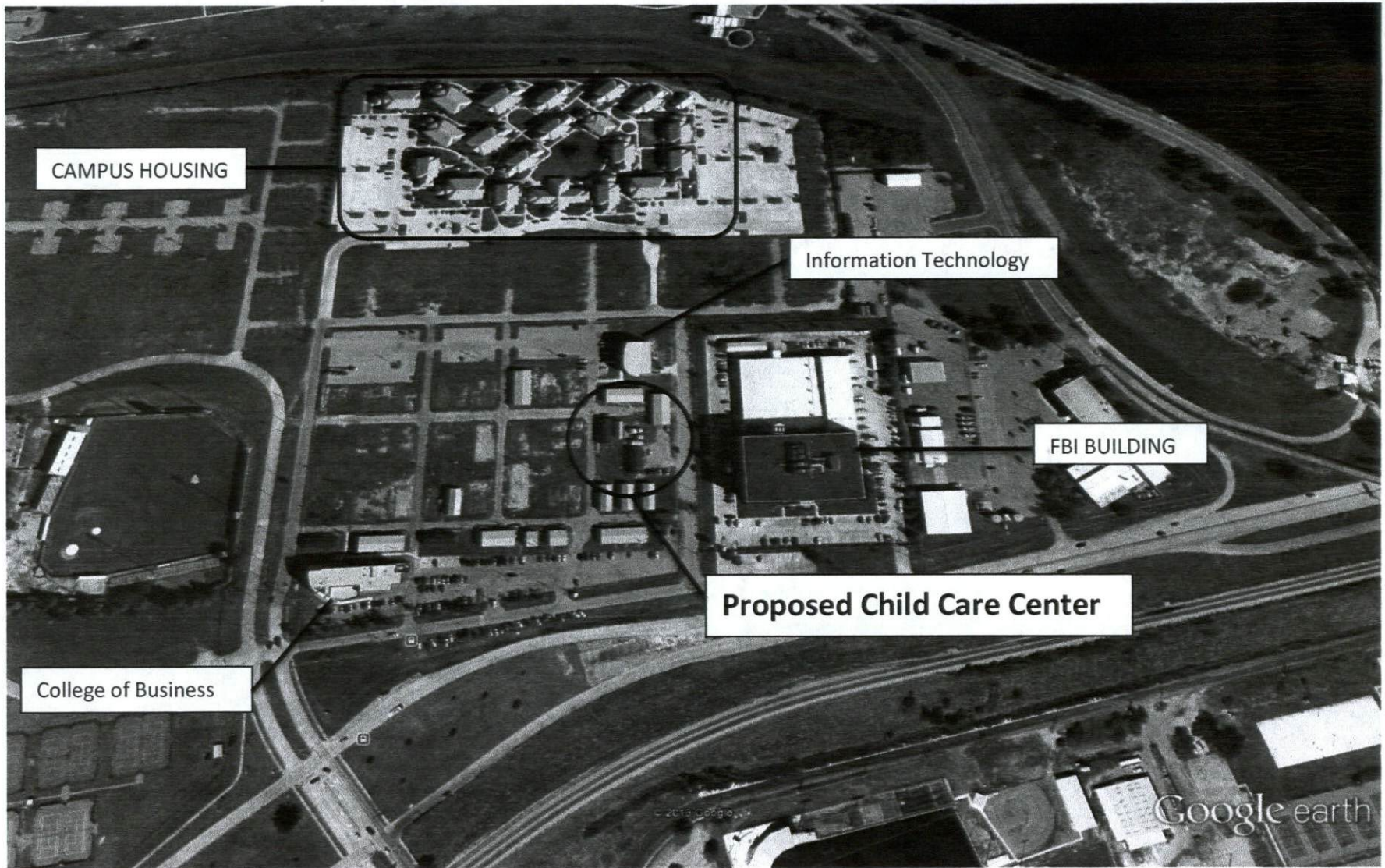
The potential tangible and intangible benefits of offering on-campus child daycare for students and staff are tremendous. They include:

- Students from the College of Education will receive assignments from their instructor for field experience activities at the Child Care Center. Candidates studying theories of development may also study differences in the observed behaviors of individual children in different age groupings.
- Staff in surrounding centers may also be invited in for professional development and demonstration of emerging best practices.

- Increased retention
- Increased employee morale
- Increased campus activity
- Improved work efficiency for faculty and staff



Proposed Child Care Center (Lake Campus)



PROPOSED LOCATION FOR THE CHILD CARE CENTER
LAKE CAMPUS



September 6, 2013 Board Item



Small Capital Project-Daycare Center



SUSLA
SOUTHERN UNIVERSITY - SHREVEPORT, LOUISIANA
Excellence • Integrity • Accountability • Service
Office of the Chancellor

August 20, 2013

Dr. Ronald Mason, Jr., President
Southern University System
4th Floor, J. S. Clark Admin Building
Baton Rouge, La 70813

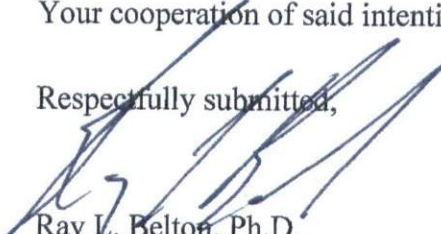
RE: Small Capital Project-Daycare Center

Dear Dr. Mason:

Please find attached Southern University at Shreveport's (SUSLA) interest to advance a Small Capital Project. Specifically, SUSLA's aim is to construct a Day Care Facility to both accommodate a longstanding interest of students and to support The Child Development Program by offering majors a facility to engage in experiential training. Therein, we seek your endorsement of this desired project.

Your cooperation of said intentions are most appreciated and welcomed.

Respectfully submitted,


Ray L. Belton, Ph.D.
Chancellor

RLB/lw

3050 MARTIN LUTHER KING, JR. DRIVE - SHREVEPORT, LOUISIANA 71107
PHONE: (318) 670-9312 - FAX (318) 670-6374
TOLL FREE: 1-800-458-1472, #9312
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OFFICE OF THE VICE CHANCELLOR FOR FINANCE & ADMINISTRATION

August 20, 2013

Dr. Ray L. Belton, Chancellor
Southern University at Shreveport
3050 Martin Luther King Jr. Drive
Shreveport, LA 71107

Dear Dr. Belton:

The purpose of this correspondence is to solicit your endorsement of a small capital project to build a Daycare Center

As you are aware, for many years students have consistently been on point of requesting that we establish a facility in response to their child care needs. In additional, the facility can support training for students majoring in Child Development and Early Childhood Programs.

My office, in conjunction with our Facilities Department, has acquired cost estimates and preliminary design specifications for this project. The location of this project is consistent with the newly approved SUSLA Master Plan.

Finally, I would like to note that the addition of these facilities would have a positive effect on student retention and also community involvement.

If you have any questions or concerns, please feel free to call.

Sincerely,

Benjamin W. Pugh
Vice Chancellor for Finance and Administration

BWP/lb

Approved: _____


Ray L. Belton, Ph.D. – Chancellor

Dated: _____

08/21/13

3050 Martin Luther King Drive • Shreveport, Louisiana 71107
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**LOUISIANA BOARD OF REGENTS (Projects \$175,000 - \$500,000)
CAPITAL PROJECTS RECORD AND APPROVAL FORM**

INSTITUTION: Southern University at Shreveport

PROJECT NAME/TITLE Childcare Development Center

PROJECT LOCATION: Southern University at Shreveport

Shreveport Caddo
City Parish

Ownership of affected property: a) Institutionally Owned: X
b) Leased/Rented _____ c) Owned by Other State Agency _____

PROJECT COST:

Estimated cost of project (excluding architect/engineer fees):

Funding: a) State Funds: \$ _____
b) Auxiliary Funds: \$ _____
c) Other \$350,000.00 (describe) Self-Generated

PROJECT SCHEDULE:

Anticipated construction starting date: 10-2013 Completion date: 4-2014
Is Architect/Engineer planning underway? No
If so, explain status of planning and anticipated bid date, etc.: _____

IMPACT ON OPERATING BUDGET:

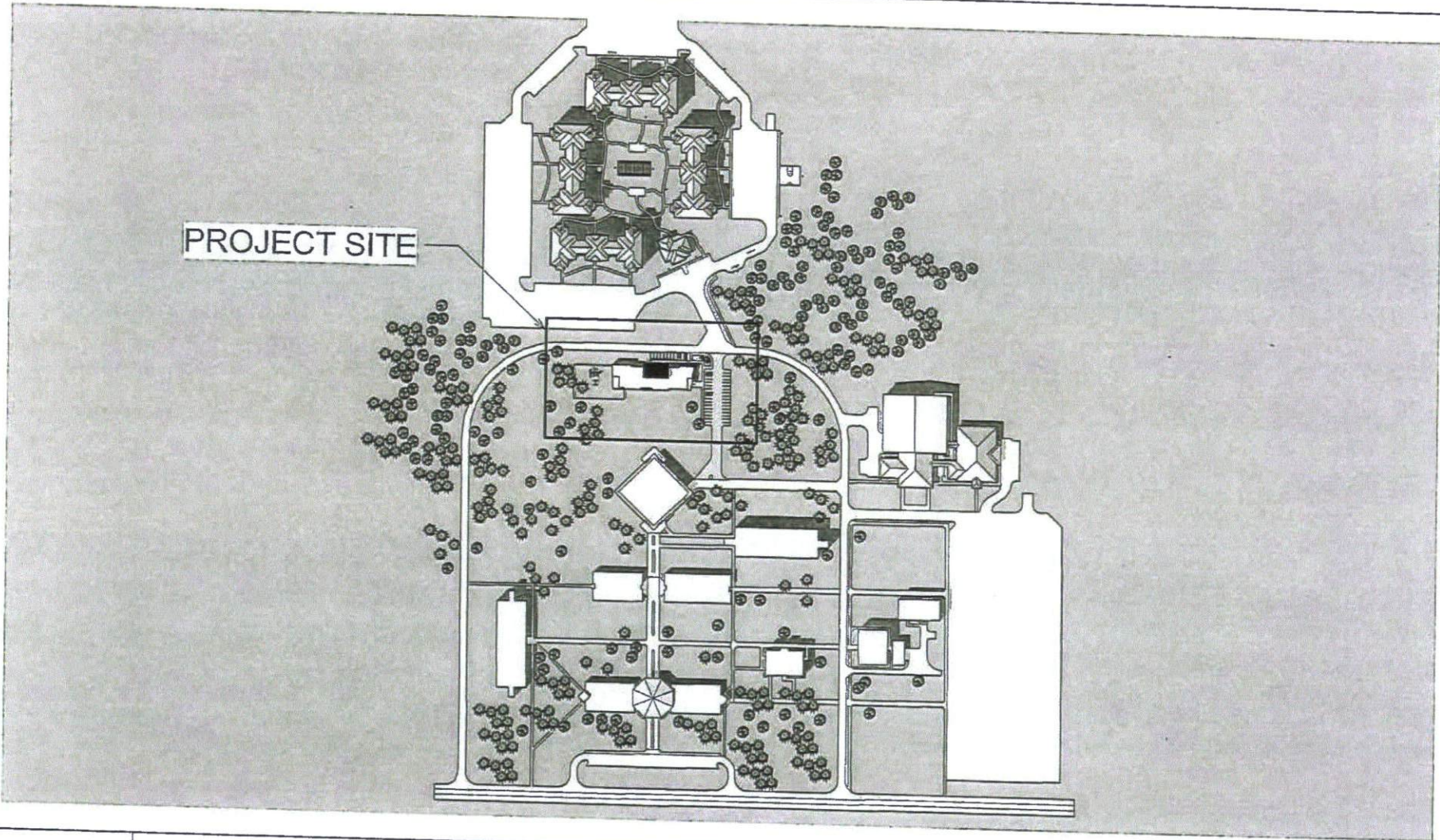
As a result of this project, annual operating cost will:
Increase X Decrease _____ Remain the same _____
If an increase or decrease, explain amount of change in personnel, utilities, insurance, etc.:
Approximately \$2,500.00 monthly for utilities

PROJECT COORDINATION:

Architectural and/or engineering planning will be done by:
a) Institutional Personnel _____ b) Private Contract X

Actual construction, renovation, repair work will be done by:
a) Institutional Personnel _____ b) Private Contract X

Will any other agencies/personnel be involved in this project? If so, explain:
None



PROJECT SITE

chasm. ARCHITECTURE llc

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 Phone: 504.333.2000 Fax: 504.333.2000
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SOUTHERN UNIVERSITY AT SHREVEPORT
SUSLA DAYCARE CENTER
 3050 Doctor Martin Luther King
 Drive, Shreveport, LA 71107

PROJECT NO.

SCALE

ISSUE DATE
 10/04/12

SHEET NO.

BY:

DWG. NO.:
A100



**Genesis / Southern University Servitudes
Discussion**

August 2013

Genesis Energy, L.P.

Overview

- **Master Limited Partnership (NYSE: GEL)**
- **L.P. market capitalization of ~\$4.1 billion**
- **Enterprise Value of \$5+ billion**
- **Integrated portfolio of assets increasingly designed to:**
 - Handle crude oil upstream of refineries
 - Perform sulfur removal and other services inside refineries
 - Handle products (primarily intermediate and heavies) downstream of refineries
- **Culture focused on health, safety and environmental stewardship**

Financial & Capital Markets Detail

- **LTM 3/31/13 Pro Forma EBITDA: \$275 million**
- **32 consecutive quarters of distribution increases, 27 of which have been greater than 10% year-over-year**
- **Recent capital markets activities include the following:**
 - Completed offering of \$350 million of 5.750% senior unsecured notes in February 2013
 - Upsized committed credit facility from \$775 million to \$1 billion in July 2012

Genesis Operational Footprint

Pipeline Transportation

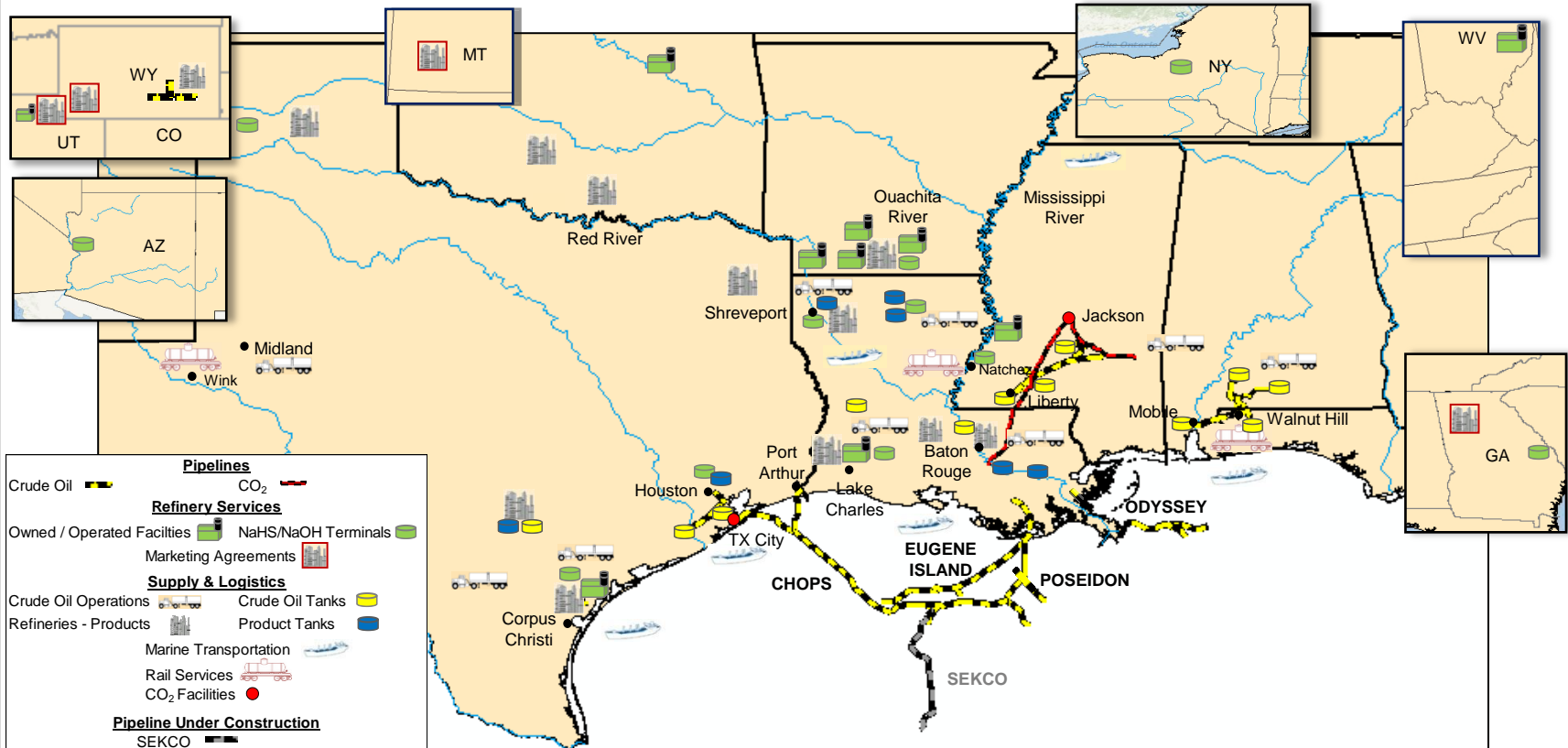
- Transportation & supply of crude oil and CO₂, connecting producers to large interstate pipelines and refineries
- 425 miles of oil pipeline in TX, MS, FL & AL
- 1,050 miles of offshore pipelines, primarily servicing deepwater production (excludes SEKCO)
- 269 miles of CO₂ pipe including Free State and NEJD

Refinery Services

- Refinery sulfur removal services and sales of by-products at 9 owned and /or operated facilities (additional facility under construction in Tulsa, OK); 4 marketing agreements
- Owned & leased NaHS and NaOH terminals in Gulf Coast, Midwest, Montana, British Columbia, Utah and South America
- Owned & leased logistical assets: trucks, railcars, barges and ships

Supply & Logistics

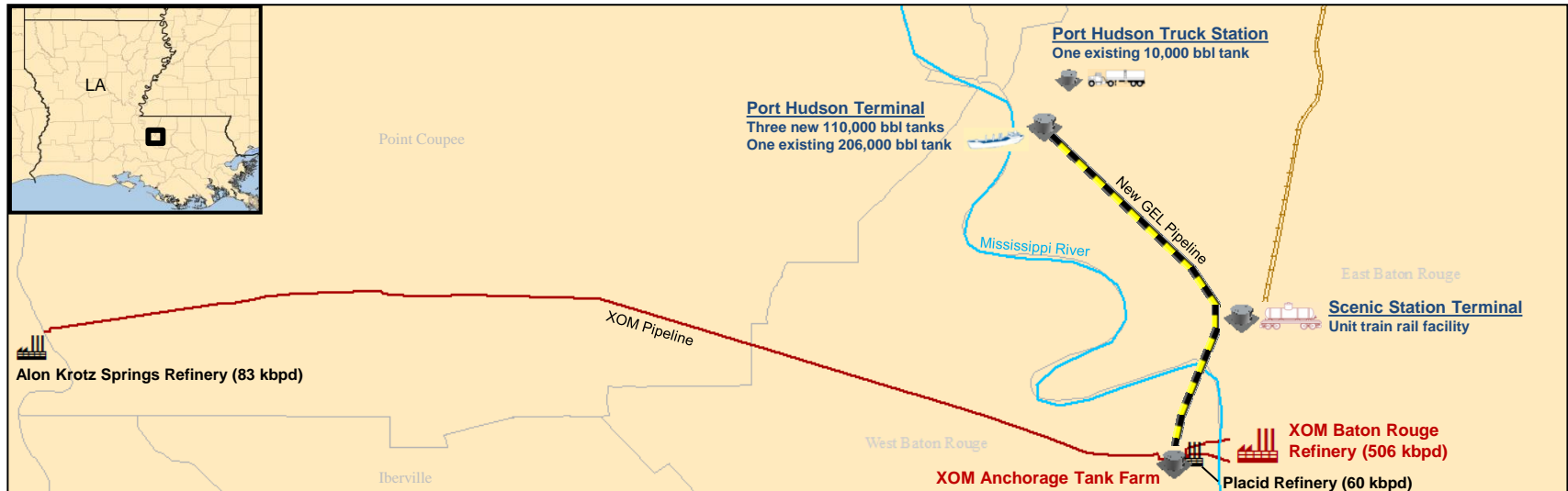
- Crude oil services and logistics, refined products services and logistics, marine transportation and rail services
- Crude Oil: ~1.7 mmbbl storage and ~120 trucks & facilities along Gulf Coast
- Refined Products: ~1.5 mmbbl storage, ~150 trucks, 50 "black oil" barges and 23 push boats
- Took possession of 100 heated and insulated crude railcars in 2012 and will receive an additional 400 in 2013



ExxonMobil Baton Rouge Project

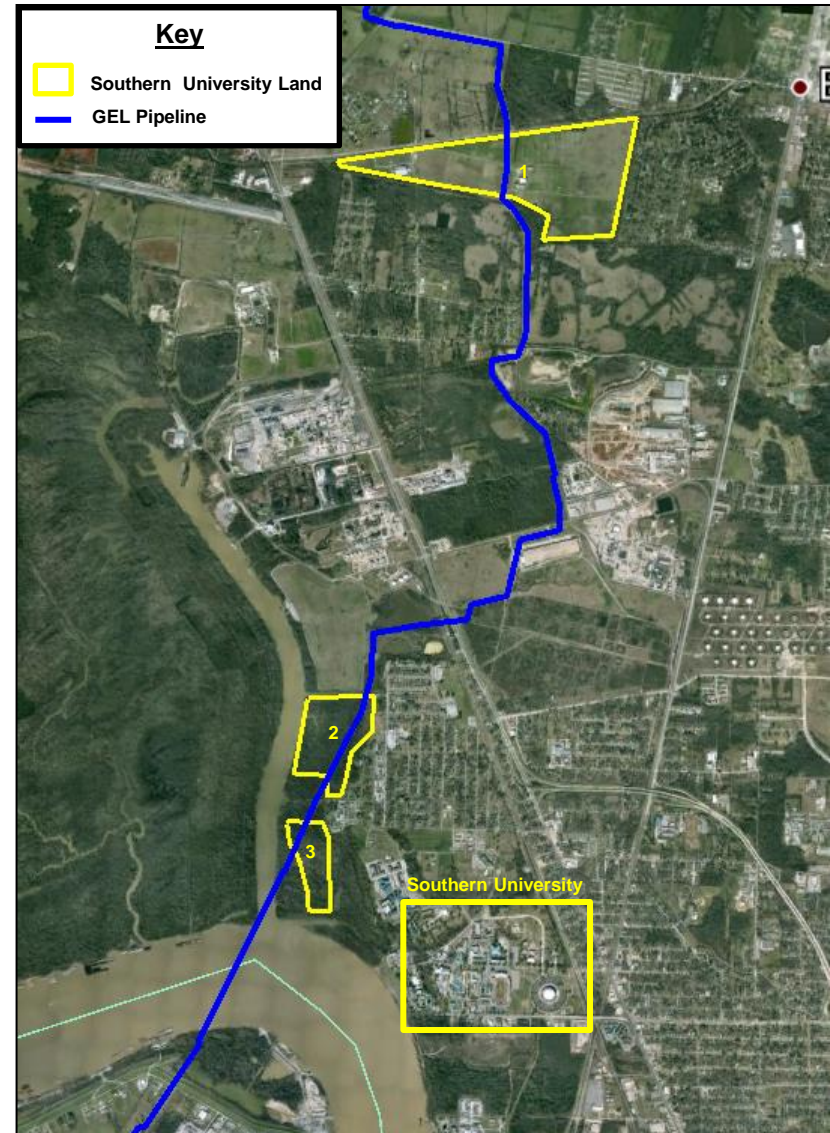
- Genesis has entered into definitive agreements with ExxonMobil (“XOM”) in which Genesis will improve existing assets and develop new infrastructure in Louisiana that will connect into XOM’s Anchorage Tank Farm which supplies its Baton Rouge refinery, one of the largest refinery complexes in North America
- Genesis will construct the following infrastructure:
 - Barge dock improvements and ~300,000 barrels of storage at Port Hudson, Louisiana (existing 216,000 barrels of tank capacity)
 - Crude oil unit train facility at the Scenic Station Terminal
 - New 18 mile, 24” diameter crude oil pipeline connecting Port Hudson to the Scenic Station Terminal and downstream to the XOM Anchorage Tank Farm (ultimate capacity of ~350,000 bpd)
 - New crude oil pipeline will have potential access to ~140 mbpd of additional refining capacity
- Expected completion for Port Hudson upgrades and new pipeline by end of 2013; Scenic Station Terminal completion expected in 2Q 2014

Map



Southern University Servitudes

- Genesis has made the following offers for the three tracts of land owned by Southern University, all three to be placed on the September 6th board meeting agenda held in Shreveport
- **Tract 1: No. LA.EB.030.00**
 - Servitude width of 30'; length of 135 rods
 - 1.53 acres appraised at ~\$8,500 per acre
 - Genesis has offered \$35,350 per acre; total price of \$54,088, over 4 times the appraised land value (\$402/rod)
- **Tract 2: No. LA.EB.051.00**
 - Servitude width of 30'; length of 145 rods
 - 1.65 acres appraised at ~\$950 per acre
 - Genesis has offered \$35,566.07 per acre; total price of \$58,684.02, over 37 times the appraised land value (\$404/rod)
- **Tract 3: No. LA.EB.055.00**
 - Servitude width of 30' ; length of 35 rods
 - 0.40 acres appraised at ~\$10,500 per acre
 - Genesis has offered \$35,910 per acre; total price of \$14,364, over 3 times the appraised land value (\$408/rod)

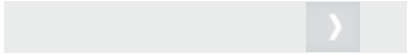


Sustainable Community Investments

Genesis is **COMMITTED** to making **SUSTAINABLE INVESTMENTS** in the communities where our employees work and live.

- *Hiring Locally*
 - *Job Fair Q1 2014*
 - *Need for Engineers, Site Manager*
 - *Southern University has rich talent for Baton Rouge project and Genesis LA operations*
 - *Landscape/site beautification opportunities*
- *Mentoring Students*
 - *Trade Careers*
 - *Life Skills*





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- [CASE STUDIES](#)
- [FASTSTART](#)
- [INCENTIVES](#)
- [LED NEWS](#)



2.4.13

Genesis Energy To Invest \$125 Million In Baton Rouge Area Infrastructure Project

Storage tank, blending and logistics operations to result in 50 new direct jobs and 220 new indirect jobs

BATON ROUGE, La. ♦ Today, Gov. Bobby Jindal and Genesis Energy President and Chief Operating Officer Steve Nathanson announced a \$125 million investment to improve the company's existing assets and develop new infrastructure in the Baton Rouge area. The company will modernize and expand its terminal in Port Hudson, construct an 18-mile, 20-inch diameter crude oil pipeline connecting to ExxonMobil's Baton Rouge Refinery and build a new crude oil unit train facility.

The project will create 50 new direct jobs in the area, with an average salary of \$80,000 a year, plus benefits. The expansion also will result in an estimated 220 new indirect jobs, along with 45 construction jobs.

Gov. Jindal said, ♦ This announcement is great news for the Baton Rouge area and our entire state. Louisiana is an energy-rich state, and we're proud that Genesis is joining the growing list of energy companies that continue to expand in our state because of our world-class energy infrastructure, strong business climate and incomparable workforce. Genesis has been creating growth and opportunity in the Baton Rouge area for years, and we're proud the company chose to reinvest here so they can continue providing good jobs for our people. ♦

In addition to improvements at the company's existing terminal in Port Hudson, including barge dock and truck station facilities, Genesis Energy will build approximately 200,000 barrels of storage capacity to accompany its existing 216,000 barrels of storage capacity. The construction of a new 18-mile pipeline will provide the company with the capability to connect the Port Hudson facility to ExxonMobil properties that include the Maryland Terminal north of Baton Rouge, the Anchorage Farm Tank in West Baton Rouge Parish and the ExxonMobil Baton Rouge Refinery, along with other Louisiana refineries. The pipeline will have an ultimate capacity of about 350,000 barrels of crude oil per day. Genesis Energy has entered into definitive agreements with ExxonMobil in which ExxonMobil will grant Genesis Energy a land

MEDIA CONTACT

GARY PERILLOUX
Press Secretary
gary.perilloux@la.gov
225.342.3437

lease at the Maryland Terminal site and secure preferential rights for throughput at the facilities.

◆With the expansion of our operations in Louisiana, Genesis looks forward to a strong future in the state and an increase in our contribution to the local economy.◆ Nathanson said.◆This project positions Genesis as an efficient midstream service provider for crude oil supply and logistics in the region. Genesis is committed to being a good neighbor and will keep the community informed throughout the development of this project. We also intend to hire locally where possible during the construction phase and long-term operations of the facilities.◆

Genesis Energy is headquartered in Houston. The company◆s operations are primarily located in Texas, Louisiana, Arkansas, Mississippi, Alabama, Florida and the Gulf of Mexico. Genesis Energy currently employs more than 300 people in Louisiana who support additional refinery and chemical operations around the state.

LED began working with Genesis Energy on the current project in January. The company is expected to utilize Louisiana◆s Quality Jobs and Industrial Tax Exemption incentives.

Construction is expected to begin in early 2013, with upgrades to the Port Hudson Terminal and new crude oil pipeline to be completed by the end of 2013. Completion of the Maryland Terminal is scheduled for the second quarter 2014. Hiring for the expansion will begin in late 2013.

"The success of Genesis Energy will further contribute to the strength of the Baton Rouge area. We congratulate the company on their upcoming expansion and appreciate their commitment to Baton Rouge," said Mayor-President Melvin "Kip" Holden of Baton Rouge and East Baton Rouge Parish.

"BRAC was pleased to work with Genesis Energy to help their project come about," said President and CEO Adam Knapp of the Baton Rouge Area Chamber. "We continue to work to execute our recently completed target industry strategy, and projects like the Genesis expansion fuel our region's momentum."

About Genesis Energy

Genesis Energy LP is a diversified midstream energy master limited partnership headquartered in Houston. Genesis operations include pipeline transportation, refinery services and supply and logistics. The Pipeline Transportation Division is engaged in the pipeline transportation of crude oil and carbon dioxide. The Refinery Services Division primarily processes sour gas streams to remove sulfur at refining operations. The Supply and Logistics Division is engaged in the transportation, storage and supply and marketing of energy products, including crude oil, refined products and certain industrial gases. Genesis operations are primarily located in Texas, Louisiana, Arkansas, Mississippi, Alabama, Florida and the Gulf of Mexico. For more information, visit www.genesisenergy.com.

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PARISH OF EAST BATON ROUGE

RIGHT-OF-WAY AND SERVITUDE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and adequacy of which consideration are hereby acknowledged, **THE BOARD OF SUPERVISORS OF SOUTHERN UNIVERSITY & AGRICULTURAL & MECHANICAL COLLEGE**, represented herein by _____, its _____, ("Grantor") whose mailing address is J. S. Clark Admin. Bldg. 4th Floor, Baton Rouge, Louisiana 70813, does hereby grant and convey unto Genesis Pipeline USA, L.P., ("Grantee"), a Delaware Limited Partnership, with offices at 919 Milam Street, Suite 2100, Houston, Texas 77002, its successors and assigns, a right-of way and servitude being thirty feet (30') in width, with the location of the centerline of said right-of-way and servitude as described on Exhibit "A", and depicted on Exhibit "B", attached hereto and made a part hereof (the "Servitude") to lay, construct, maintain, use, alter, inspect, operate, repair, replace, and remove one or more pipelines, and related appurtenances, for the transportation of oil, natural gas, other gases, water, liquids, or hydrocarbons together with such markers, signs, vents, cathodic protection leads, test stations, and other associated or necessary appurtenances, as deemed necessary or desirable by Grantee, upon, over, through and under lands situated in East Baton Rouge Parish, Louisiana, to wit:

That certain tract or parcel of land situated in Section 74, Township 6 South, Range 1 West, East Baton Rouge Parish, Louisiana, and being more particularly described in that certain Credit Sale, dated March 14, 1914, recorded in Original 88, Bundle 170, of the Conveyance Records for East Baton Rouge Parish, Louisiana.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns subject to the following terms and conditions:

A) Grantor and Grantee agree:

(1) that Grantee shall pay for any damage to fences, crops or timber, that may result from Grantee's exercise of any of the rights and privileges hereby granted; but after the pipeline(s) has/have been constructed, Grantee shall not thereafter be liable for any damages resulting from trimming, removing or mowing trees, brush, or undergrowth from or within the Servitude and shall not be liable for any damage to personal property or improvements which are prohibited within the Servitude under the terms of this Right-of-Way and Servitude Agreement ("Agreement"); and

(2) that, if the above described lands are under mortgage, the recited consideration, or any part thereof, may be made jointly to Grantor and the mortgagee(s) of record.

B) In addition to and in furtherance of the rights stated above, Grantee has the right:

(1) of ingress to and egress from the Servitude, as defined above, and the temporary right-of-way workspace, as defined below, in order to effect Grantee's rights granted by this Agreement, at will of Grantee; and

(2) from time to time to mow and otherwise clear and maintain the Servitude and right-of-way area and to cut and remove all trees, undergrowth and other obstructions that may injure, endanger, or interfere with the rights of Grantee hereunder; however, Grantee shall not interrupt the day to day operations and functions of Grantor.

(3) subject to all of the provisions of this instrument, to use any and all roads now existing or which may hereafter be constructed on the above described land, provided, however, that if Grantee uses existing roads, Grantee will, except for normal wear and tear, repair any damage done thereto by Grantee; and

(4) to use temporary right-of-way workspace during construction of the pipeline(s) or associated facilities as described and depicted on Exhibits "A" and "B", attached hereto. This temporary right-of-way workspace shall terminate two hundred forty (240) days from the date of execution of this agreement, unless extended by Force Majeure.

Except as may be specifically otherwise provided in this Agreement, neither party shall be liable for delays in performance or for non-performance directly occasioned or caused by force majeure. The term "Force Majeure," as used in this Agreement, shall mean causes beyond the reasonable control of the party claiming to be affected thereby, including, without limitation, acts of God, storms, war, fire, strikes, lockouts or differences with workers, acts of the public enemy, insurrections, riots, tropical disturbances which are given names by the United States National Hurricane Center, breakage of or damage to machinery or lines of pipe, inability to obtain easements, servitudes or rights of way or pipeline tie-ins, adverse market conditions, or rules or regulations of any governmental authority asserting jurisdiction or control, compliance with which makes continuance of operations impossible. Additionally, should conditions at the Servitude, in the reasonable opinion of Grantee, become such that a continuation of operations would be unduly hazardous, Grantee may suspend operations and such suspension shall be considered a Force Majeure event.

C) Grantee must:

(1) bury the pipeline(s), excluding appurtenant facilities that are customarily located above grade, at a minimum depth of thirty six (36) inches from the top of the pipe, except in areas of consolidated rock where the minimum depth will be 18 inches; and

(2) GRANTEE AGREES TO INDEMNIFY AND HOLD GRANTOR HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, OR LOSSES BECAUSE OF INJURY OR DAMAGE TO THIRD PARTIES CAUSED BY THE GRANTEE'S ACTIVITIES ON OR USE OF GRANTOR'S LANDS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THIS INDEMNITY IS NOT INTENDED TO AND DOES NOT PROVIDE FOR INDEMNIFICATION ARISING FROM OR CAUSED BY GRANTOR'S NEGLIGENCE OR WILLFUL MISCONDUCT. SPECIFICALLY EXCLUDED FROM THE FOREGOING INDEMNITY IS ANY CLAIM FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY CLAIM FOR THE DISCOVERY OF ADVERSE ENVIRONMENTAL CONDITIONS NOT CAUSED BY GRANTEE.

D) Grantor:

(1) may fully use and enjoy the above described lands encumbered by this Servitude, except that such use and enjoyment shall not create hazardous situations, hinder, conflict or interfere with the exercise of Grantee's rights hereunder; but

(2) may not construct, nor permit others to construct, any house, building, or other structure or obstructions on or over this Servitude without the prior written consent of the Grantee; or

(3) may not impound water or other substance, or

(4) may not make any other use of the above described lands which will unreasonably interfere with the rights conveyed to the Grantee herein.

E) The rights of the parties created in this Agreement constitute covenants running with the land and are binding upon and inure to the benefit of Grantor and Grantee, respectively, and their respective heirs, executors, administrators, successors, and assigns. Grantee may assign or transfer this Agreement in whole or in part, to one or more assignees.

F) It is distinctly understood and agreed that this does not constitute a conveyance of any part of the land above described nor of the minerals therein and thereunder, but grants only the right-of-way and servitude as above provided.

G) It is understood and agreed that Grantee shall be entitled to exercise any of the rights granted hereunder at any time and from time to time for so long as this Agreement remains in force and effect and the non-exercise of any such rights shall not be deemed to constitute a waiver of any of such rights.

H) Should Grantee fail to use the same for the purposes herein provided for a period of twenty-four (24) consecutive months, then and in that event this right-of-way agreement and servitude shall be terminated.

I) This Agreement may be executed by signing the original or a counterpart thereof. If this instrument is executed in counterparts, all counterparts taken together shall have the same effect as if all parties had signed the same Agreement. This Agreement shall be binding upon each party executing the original or any counterpart thereof, regardless of whether all parties with an ownership interest in the above described lands join in the execution of this instrument.

J) This agreement shall be construed in accordance with and governed by the laws of the State of Louisiana, without regard to its conflict of laws provisions. This Agreement may not be modified orally, but only by an agreement in writing signed by the parties.

K) In case any provision in this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired thereby.

***** Remainder of this page intentionally left blank *****

IN WITNESS WHEREOF, GRANTOR has executed this Right of Way and Servitude Agreement this _____ day of _____, 2013.

WITNESSES:

GRANTOR:

THE BOARD OF SUPERVISORS OF
SOUTHERN UNIVERSITY &
AGRICULTURAL & MECHANICAL COLLEGE

Print Name: _____

BY: _____

Print Name: _____

GRANTEE:

GENESIS PIPELINE USA, L.P.

Print Name: _____

BY: _____
KAREN PAPE, SENIOR VICE PRESIDENT
AND CONTROLLER

Print Name: _____

STATE OF _____

PARISH OF _____

Before me on this _____ day of _____, 2013, appeared _____, to me personally known, who being by me duly sworn, did say that he is the **CHAIRMAN OF THE BOARD** for **THE BOARD OF SUPERVISORS OF SOUTHERN UNIVERSITY & AGRICULTURAL & MECHANICAL COLLEGE**, and that the foregoing instrument was signed and delivered on behalf of said college by authority of its Board of Supervisors and the said _____ acknowledged said instrument to be the free act and deed of said college and that he executed the same as his free act and deed.

(Signature)

(Printed Name)

Notary ID No. _____

My Commission expires: _____

STATE OF TEXAS

COUNTY OF HARRIS

On this _____ day of _____, 2013, before me, Notary, personally came and appeared **KAREN PAPE**, to me known, who, being by me first duly sworn, did say that she is the **SENIOR VICE PRESIDENT** and **CONTROLLER** of **GENESIS PIPELINE USA, L.P.**, and that the foregoing instrument was signed on behalf of said limited partnership by its **SENIOR VICE PRESIDEN** and **CONTROLLER** and that he/she acknowledged this instrument to be the free act and deed of said limited partnership.

Notary Public

(typed or printed name)

Notary ID No. _____

My Commission Expires: _____

EXHIBIT "A"

Attached to and made a part of those three certain Right-of-Way and Servitude Agreements dated _____ that will be placed on the meeting agenda under the Facilities and Property Committee for Southern University and A & M College held on the 16th day of August, 2013.

It is understood and agreed that The Board of Supervisors of Southern University & Mechanical College will grant a servitude across three tracts of land as described in each of the three servitude agreements for a proposed 24" crude oil pipeline to be owned and operated by Genesis Pipeline USA, L.P., and Genesis Pipeline USA, L.P. agrees to compensate The Board of Supervisors of Southern University & Mechanical College as follows to be paid upon execution of said servitudes:

Tract No. LA.EB.030.00 135.22 rods @ \$400.00 per rod	=	\$54,088.00
Tract No. LA.EB.051.00 146.71 rods @ \$400.00 per rod	=	\$58,684.00
Tract No. LA.EB.055.00 35.91 rods @ \$400.00 per rod	=	<u>\$14,364.00</u>
TOTAL		\$127,136.00

PARISH OF EAST BATON ROUGE

RIGHT-OF-WAY AND SERVITUDE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and adequacy of which consideration are hereby acknowledged, **THE BOARD OF SUPERVISORS OF SOUTHERN UNIVERSITY & AGRICULTURAL & MECHANICAL COLLEGE**, represented herein by _____, its _____, ("Grantor") whose mailing address is J. S. Clark Admin. Bldg. 4th Floor, Baton Rouge, Louisiana 70813, does hereby grant and convey unto Genesis Pipeline USA, L.P., ("Grantee"), a Delaware Limited Partnership, with offices at 919 Milam Street, Suite 2100, Houston, Texas 77002, its successors and assigns, a right-of way and servitude being thirty feet (30') in width, with the location of the centerline of said right-of-way and servitude as described on Exhibit "A", and depicted on Exhibit "B", attached hereto and made a part hereof (the "Servitude") to lay, construct, maintain, use, alter, inspect, operate, repair, replace, and remove one or more pipelines, and related appurtenances, for the transportation of oil, natural gas, other gases, water, liquids, or hydrocarbons together with such markers, signs, vents, cathodic protection leads, test stations, and other associated or necessary appurtenances, as deemed necessary or desirable by Grantee, upon, over, through and under lands situated in East Baton Rouge Parish, Louisiana, to wit:

That certain tract or parcel of land situated in Section 74, Township 6 South, Range 1 West, East Baton Rouge Parish, Louisiana, and being more particularly described in that certain Act of Donation, dated June 14, 2007, recorded in Original 93, Bundle 12018, of the Conveyance Records for East Baton Rouge Parish, Louisiana.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns subject to the following terms and conditions:

A) Grantor and Grantee agree:

(1) that Grantee shall pay for any damage to fences, crops or timber, that may result from Grantee's exercise of any of the rights and privileges hereby granted; but after the pipeline(s) has/have been constructed, Grantee shall not thereafter be liable for any damages resulting from trimming, removing or mowing trees, brush, or undergrowth from or within the Servitude and shall not be liable for any damage to personal property or improvements which are prohibited within the Servitude under the terms of this Right-of-Way and Servitude Agreement ("Agreement"); and

(2) that, if the above described lands are under mortgage, the recited consideration, or any part thereof, may be made jointly to Grantor and the mortgagee(s) of record.

B) In addition to and in furtherance of the rights stated above, Grantee has the right:

(1) of ingress to and egress from the Servitude, as defined above, and the temporary right-of-way workspace, as defined below, in order to effect Grantee's rights granted by this Agreement, at will of Grantee; and

(2) from time to time to mow and otherwise clear and maintain the Servitude and right-of-way area and to cut and remove all trees, undergrowth and other obstructions that may injure, endanger, or interfere with the rights of Grantee hereunder; however, Grantee shall not interrupt the day to day operations and functions of Grantor.

(3) subject to all of the provisions of this instrument, to use any and all roads now existing or which may hereafter be constructed on the above described land, provided, however, that if Grantee uses existing roads, Grantee will, except for normal wear and tear, repair any damage done thereto by Grantee; and

(4) to use temporary right-of-way workspace during construction of the pipeline(s) or associated facilities as described and depicted on Exhibits "A" and "B", attached hereto. This temporary right-of-way workspace shall terminate two hundred forty (240) days from the date of execution of this agreement, unless extended by Force Majeure.

Except as may be specifically otherwise provided in this Agreement, neither party shall be liable for delays in performance or for non-performance directly occasioned or caused by force majeure. The term "Force Majeure," as used in this Agreement, shall mean causes beyond the reasonable control of the party claiming to be affected thereby, including, without limitation, acts of God, storms, war, fire, strikes, lockouts or differences with workers, acts of the public enemy, insurrections, riots, tropical disturbances which are given names by the United States National Hurricane Center, breakage of or damage to machinery or lines of pipe, inability to obtain easements, servitudes or rights of way or pipeline tie-ins, adverse market conditions, or rules or regulations of any governmental authority asserting jurisdiction or control, compliance with which makes continuance of operations impossible. Additionally, should conditions at the Servitude, in the reasonable opinion of Grantee, become such that a continuation of operations would be unduly hazardous, Grantee may suspend operations and such suspension shall be considered a Force Majeure event.

C) Grantee must:

(1) bury the pipeline(s), excluding appurtenant facilities that are customarily located above grade, at a minimum depth of thirty six (36) inches from the top of the pipe, except in areas of consolidated rock where the minimum depth will be 18 inches; and

(2) GRANTEE AGREES TO INDEMNIFY AND HOLD GRANTOR HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, OR LOSSES BECAUSE OF INJURY OR DAMAGE TO THIRD PARTIES CAUSED BY THE GRANTEE'S ACTIVITIES ON OR USE OF GRANTOR'S LANDS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THIS INDEMNITY IS NOT INTENDED TO AND DOES NOT PROVIDE FOR INDEMNIFICATION ARISING FROM OR CAUSED BY GRANTOR'S NEGLIGENCE OR WILLFUL MISCONDUCT. SPECIFICALLY EXCLUDED FROM THE FOREGOING INDEMNITY IS ANY CLAIM FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY CLAIM FOR THE DISCOVERY OF ADVERSE ENVIRONMENTAL CONDITIONS NOT CAUSED BY GRANTEE.

D) Grantor:

(1) may fully use and enjoy the above described lands encumbered by this Servitude, except that such use and enjoyment shall not create hazardous situations, hinder, conflict or interfere with the exercise of Grantee's rights hereunder; but

(2) may not construct, nor permit others to construct, any house, building, or other structure or obstructions on or over this Servitude without the prior written consent of the Grantee; or

(3) may not impound water or other substance, or

(4) may not make any other use of the above described lands which will unreasonably interfere with the rights conveyed to the Grantee herein.

E) The rights of the parties created in this Agreement constitute covenants running with the land and are binding upon and inure to the benefit of Grantor and Grantee, respectively, and their respective heirs, executors, administrators, successors, and assigns. Grantee may assign or transfer this Agreement in whole or in part, to one or more assignees.

F) It is distinctly understood and agreed that this does not constitute a conveyance of any part of the land above described nor of the minerals therein and thereunder, but grants only the right-of-way and servitude as above provided.

G) It is understood and agreed that Grantee shall be entitled to exercise any of the rights granted hereunder at any time and from time to time for so long as this Agreement remains in force and effect and the non-exercise of any such rights shall not be deemed to constitute a waiver of any of such rights.

H) Should Grantee fail to use the same for the purposes herein provided for a period of twenty-four (24) consecutive months, then and in that event this right-of-way agreement and servitude shall be terminated.

I) This Agreement may be executed by signing the original or a counterpart thereof. If this instrument is executed in counterparts, all counterparts taken together shall have the same effect as if all parties had signed the same Agreement. This Agreement shall be binding upon each party executing the original or any counterpart thereof, regardless of whether all parties with an ownership interest in the above described lands join in the execution of this instrument.

I) This agreement shall be construed in accordance with and governed by the laws of the State of Louisiana, without regard to its conflict of laws provisions. This Agreement may not be modified orally, but only by an agreement in writing signed by the parties.

J) In case any provision in this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired thereby.

***** Remainder of this page intentionally left blank *****

IN WITNESS WHEREOF, GRANTOR has executed this Right of Way and Servitude Agreement this _____ day of _____, 2013.

WITNESSES:

GRANTOR:

THE BOARD OF SUPERVISORS OF
SOUTHERN UNIVERSITY &
AGRICULTURAL & MECHANICAL COLLEGE

Print Name: _____

BY: _____

Print Name: _____

GRANTEE:

GENESIS PIPELINE USA, L.P.

Print Name: _____

BY: _____
KAREN PAPE, SENIOR VICE PRESIDENT
AND CONTROLLER

Print Name: _____

STATE OF _____

PARISH OF _____

Before me on this _____ day of _____, 2013, appeared _____, to me personally known, who being by me duly sworn, did say that he is the **CHAIRMAN OF THE BOARD** for **THE BOARD OF SUPERVISORS OF SOUTHERN UNIVERSITY & AGRICULTURAL & MECHANICAL COLLEGE**, and that the foregoing instrument was signed and delivered on behalf of said college by authority of its Board of Supervisors and the said _____ acknowledged said instrument to be the free act and deed of said college and that he executed the same as his free act and deed.

(Signature)

(Printed Name)

Notary ID No. _____

My Commission expires: _____

STATE OF TEXAS

COUNTY OF HARRIS

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Notary Public

(typed or printed name)

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PARISH OF EAST BATON ROUGE

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That certain tract or parcel of land situated in Sections 42, Township 5 South, Range 1 West, East Baton Rouge Parish, Louisiana, and being more particularly described in that certain Act of Sale, dated August 29, 1955, recorded in Original 56, Bundle 3578, of the Conveyance Records for East Baton Rouge Parish, Louisiana.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns subject to the following terms and conditions:

A) Grantor and Grantee agree:

(1) that Grantee shall pay for any damage to fences, crops or timber, that may result from Grantee's exercise of any of the rights and privileges hereby granted; but after the pipeline(s) has/have been constructed, Grantee shall not thereafter be liable for any damages resulting from trimming, removing or mowing trees, brush, or undergrowth from or within the Servitude and shall not be liable for any damage to personal property or improvements which are prohibited within the Servitude under the terms of this Right-of-Way and Servitude Agreement ("Agreement"); and

(2) that, if the above described lands are under mortgage, the recited consideration, or any part thereof, may be made jointly to Grantor and the mortgagee(s) of record.

B) In addition to and in furtherance of the rights stated above, Grantee has the right:

(1) of ingress to and egress from the Servitude, as defined above, and the temporary right-of-way workspace, as defined below, in order to effect Grantee's rights granted by this Agreement, at will of Grantee; and

(2) from time to time to mow and otherwise clear and maintain the Servitude and right-of-way area and to cut and remove all trees, undergrowth and other obstructions that may injure, endanger, or interfere with the rights of Grantee hereunder; however, Grantee shall not interrupt the day to day operations and functions of Grantor.

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GRANTOR:

THE BOARD OF SUPERVISORS OF
SOUTHERN UNIVERSITY &
AGRICULTURAL & MECHANICAL COLLEGE

Print Name: _____

BY: _____

Print Name: _____

GRANTEE:

GENESIS PIPELINE USA, L.P.

Print Name: _____

BY: _____
KAREN PAPE, SENIOR VICE PRESIDENT
AND CONTROLLER

Print Name: _____

STATE OF _____

PARISH OF _____

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(Signature)

(Printed Name)

Notary ID No. _____

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Notary Public

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