

AMENDMENT OF RIGHT OF WAY SERVITUDE AGREEMENT

Tract No. TDN-004.00

STATE OF LOUISIANA

PARISH OF ST. CHARLES

This Amendment of Right of Way Servitude (the "Amendment") is entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between:

ROSWELL J. WEIL, whose mailing address is 511 Gravier Street, New Orleans, Louisiana 70130; T,CAL HOLDINGS, L.L.C., represented herein by David Lane Bruce, whose mailing address is 268 Nestaview, Montgomery, Texas 77316; DEBBIE HOGAN, whose mailing address is 813 Barber Road, Paradis, Louisiana 70080; PARISH OF ST. CHARLES, represented herein by V. J. St. Pierre, Jr., Parish President, whose mailing address is 15045 Highway 18, P.O. Box 302, Hahnville, Louisiana 70057 (collectively, hereinafter called "Grantors"); and

UCAR PIPELINE INCORPORATED, a Delaware corporation, represented herein by Curtis M. Johnson, its President, duly authorized, whose mailing address is P. O. Box 4286, Houston, Texas 77210-4286 ("Grantee").

PRELIMINARY STATEMENT

Grantor and Grantee are the successors in interest of the following certain Right of Way Servitudes (the "Servitude"):

Right of Way Servitude dated December 29, 1965 and recorded in Conveyance Book 59, Page 404, under Entry No. 29607 of the official records of the office of the Clerk of Court for St. Charles Parish, Louisiana.

Right of Way Servitude dated January 4, 1966 and recorded in Conveyance Book 59, Page 406, under Entry No. 29608 of the official records of the office of the Clerk of Court for St. Charles Parish, Louisiana.

Right of Way Servitude dated January 7, 1966 and recorded in Conveyance Book 59, Page 408, under Entry No. 29609 of the official records of the office of the Clerk of Court for St. Charles Parish, Louisiana.

Pursuant to the Servitude, Grantee did construct, maintain, inspect and operate two pipelines for the transportation of liquids and/or gases. (the "Original Pipelines"). The Servitude allows for repair, replacement, change the size of and removal of the Original Pipelines.

Grantee now desires to replace the Original Pipelines of equal diameter (the "Proposed Replacement Pipelines") and to abandon the Original Pipelines in place, which said Original Pipelines and Proposed Replacement Pipelines are depicted on the attached plat marked Exhibit "A".

#### AGREEMENT

For and in consideration of the sum of ONE HUNDRED AND NO/100 (\$100.00) DOLLARS Cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee do hereby amend the Servitude as follows:

Grantor grants to Grantee the right to lay and construct the Proposed Replacement Pipelines, not to exceed eight inches (8") in diameter, within the existing Servitude and to abandon the Original Pipelines in place. Grantee shall conduct such operations on the Servitude in accordance with all local, parish, state and federal laws and regulations, and in conformity with industry standards pertaining to safety. Grantee will fill the Original Pipelines with water and cap the ends. The Proposed Replacement Pipelines shall be situated approximately fifteen feet (15') from and adjacent to the Replacement Pipelines leaving two operational pipelines situated within the existing Servitude. Grantee agrees to bury the Proposed Replacement Pipelines at least three feet (3') below the surface of the ground and/or three feet (3') below the bottom of any drainage ditch or canal it may cross, and Grantee shall replace the land within the Servitude so as to leave same, as nearly as practicable, in the condition in which it was before such work was done. Grantee obligates itself to indemnify, to defend and to hold Grantor free and harmless from any and all damages, claims or liabilities for property damage or bodily injury (including death) of any kind or character that any person whomsoever may have or hold against Grantor resulting from the construction of the Proposed Replacement Pipelines and the abandonment of the Original Pipelines; provided, however, that this indemnification shall not apply to damages, claims or liabilities arising out of or resulting from the negligence or willful misconduct of Grantor, its assigns, employees or any other persons acting under its direction. Within six (6) months following completion of construction of the Proposed Replacement Pipelines, Grantee shall file of record in the conveyance records of the office of the Clerks of Court for St. Charles Parish, Louisiana, an "as-built" survey reflecting the location of the Proposed Replacement Pipelines on Grantor's property, a copy of which survey shall be provided to Grantor.

The Servitude shall include the additional temporary work areas on Grantor's property as depicted on the attached plat marked Exhibit "A" (the "Temporary Work Sites") for the construction of the Proposed Replacement Pipelines and the abandonment of the Original Pipelines. The Servitude with respect to the Temporary Work Sites shall terminate and expire one hundred twenty (120) days after the completion and tie-in of the Proposed Replacement Pipelines and the abandonment of the Original Pipelines. Grantee shall conduct its operations on the Temporary Work Sites in accordance with all local, parish, state and federal laws and regulations, and in conformity with industry standards pertaining to safety. Upon the completion of its operations, Grantee shall make any necessary repairs in order to bring the Temporary Work Sites to as near their original condition as reasonably possible.

The consideration paid to Grantor includes payment in full for all reasonable damages of whatsoever nature, real or personal, tangible or intangible, caused by the construction and laying of the Proposed Replacement Pipelines and abandonment of the Original Pipelines, including, but not limited to, damages to and destruction of timber, or other crops growing within the Servitude.

All notices, demands, requests or other communications, to be given by one party to the other, or as required by law shall be in writing and shall be deemed to have been validly given or served when sent by facsimile transmission, by delivery of same in person to the addressee, by depositing the same with Federal Express or Airborne for next business day delivery or by depositing the same in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

If to Grantor: Roswell J. Weil  
511 Gravier Street  
New Orleans, LA 70130  
Fax:

T,Cal Holdings L.L.C.  
Attention: David Lane Bruce  
268 Nestaview  
Montgomery, TX 77316  
Fax:

Debbie Hogan  
813 Barber Road  
Paradis, LA 70080  
Fax:

Parish of St. Charles  
Attention: V. J. St. Pierre, Jr.  
15045 Highway 18; or  
P.O. Box 302  
Hahnville, LA 70057  
Fax:

If to Grantee: UCAR Pipeline Incorporated  
Attention: Right-of-Way Department  
P. O. Box 4286, Houston, Texas 77210-4286  
Fax: 281-966-405

The time period in which a response to any such notice, demand, request or other communication must be given shall commence to run from the next business day following any such facsimile transmission or deposit with Federal Express or Airborne, or, in the case of a deposit in the United State Mall, from the date on the return receipt of the notice, demand, request or other communication reflecting the date of delivery or rejection of the same by the addressee. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand or request sent.

By giving the other party at least 30 days written notice thereof, the parties shall have the right from time to time to change their respective addresses and each shall have the right to specify as its address any other address.

Grantee agrees to give Grantor at least seventy-two (72) hours prior notice before Grantee's initial entry onto the Servitude to begin abandonment of the Original Pipelines or construction of the Proposed Replacement Pipelines.

Except as expressly provided in this Amendment, the terms and conditions of the Servitude shall continue in full force and effect and are hereby ratified.

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

This document may be executed in counterparts which together shall constitute a single agreement.

THUS DONE AND SIGNED as of the date first hereinabove written.

WITNESSES:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
ROSWELL J. WEIL

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
T,CAL HOLDINGS L.L.C.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
BY: DAVID LANE BRUCE, MEMBER

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
PARISH OF ST. CHARLES

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
BY: V. J. ST. PIERRE, JR., PARISH PRESIDENT

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

\_\_\_\_\_  
DEBBIE HOGAN

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
UCAR PIPELINE INCORPORATED

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
BY: CURTIS M. JOHNSON, PRESIDENT

\_\_\_\_\_  
Print Name: \_\_\_\_\_



STATE OF LOUISIANA

PARISH OF ORLEANS

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me personally appeared **ROSWELL J. WEIL** to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(typed or printed name)

Notary ID No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF LOUISIANA

PARISH OF ORLEANS

ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me appeared **DAVID LANE BRUCE**, to me personally known, who, being by me duly sworn, did say that he is the **MANAGING MEMBER** of **T,CAL HOLDINGS, L.L.C.**, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said **DAVID LANE BRUCE** acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(typed or printed name)

Notary ID No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF LOUISIANA

PARISH OF ORLEANS

ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me appeared **V. J. ST. PIERRE, JR.**, to me personally known, who, being by me duly sworn, did say that he is the **PARISH PRESIDENT** of **PARISH OF ST. CHARLES**, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said **V. J. ST. PIERRE, JR.** acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(typed or printed name)

Notary ID No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF LOUISIANA

PARISH OF ORLEANS

On this \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me personally appeared **DEBBIE HOGAN** to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(typed or printed name)

Notary ID No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF LOUISIANA

PARISH OF ORLEANS

ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me appeared **CURTIS M. JOHNSON**, to me personally known, who, being by me duly sworn, did say that he is the **PRESIDENT** of **UCAR PIPELINE INCORPORATED**, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and said **CURTIS M. JOHNSON** acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(typed or printed name)

Notary ID No. \_\_\_\_\_

My Commission Expires: \_\_\_\_\_