

**SERVITUDE AMENDMENT AND AGREEMENT**

**STATE OF LOUISIANA**                   §

**PARISH OF ST. CHARLES**           §

**BE IT KNOWN**, that effective on the \_\_\_\_ day of \_\_\_\_\_, 2020, before the undersigned Notaries, duly commissioned and qualified, in and for the parish or county and state set forth below and in the presence of the witnesses hereinafter named and undersigned, came and appeared:

**CHEVRON U.S.A. INC.**, a Pennsylvania corporation, whose mailing address is 100 Northpark Boulevard, Covington, Louisiana, 70433, along with its successors and assigns, hereinafter referred to as “**Chevron**”; and

**ST. CHARLES PARISH**, a political subdivision of the State of Louisiana, herein represented by Matt Jewell, its Parish President, whose mailing address is 15045 River Road, 3rd Floor, P.O. Box 302, Hahnville, LA 70057, along with its successors and assigns, hereinafter referred to as the “**Parish**;”

Chevron and the Parish are sometime hereinafter referred to individually as “**Party**” and collectively as “**Parties**;”

who declared the following:

**WHEREAS**, Chevron is the owner of certain immovable property situated in St. Charles Parish, State of Louisiana, within Sections 10, 15, 22, 23, 26, 27, 31, 32, 33, 34, 35, 38, 39, 43, T14S-R20E and Sections 4, 5, 6, 9, T15S-R20E, which certain immovable property is more specifically depicted in red on the map attached hereto as Exhibit A and incorporated herein (the “**Property**”), which map also depicts Lots and Lot Lines per that certain subdivision plat of the Sunset Drainage District, formerly the St. Charles Municipal Drainage District, prepared by James S. Webb and John A. Kruse, Civil Engineers, dated December 1, 1925, copies of said map being on file in the office of the Clerk of Court of St. Charles Parish, Louisiana, as well as being attached as an exhibit to that certain Agreement of Compromise and Settlement dated June 14, 1946 and recorded in the St Charles Parish records at Book HHH, Page 76. Exhibits A-1 through A-15 inclusive attached hereto individually depict the canals shown on Exhibit A hereto and are also incorporated herein by reference. Exhibit A and Exhibits A-1 through A-15 are collectively referred to hereinafter as the “**Maps**”;

**WHEREAS**, there are certain canals located on the Property which are maintained by the Parish and which are depicted on the Maps (hereinafter, the “**Canals**”);

**WHEREAS**, Louisiana Revised Statute 38:113 provides the Parish with a legal servitude of access, for the purposes of accessing the Canals to maintain the efficiency of the Canals, (the “**Servitude**”) being 100 ft. in width, abutting and extending parallel along either side of the banks of the Canals (the “**Servitude Area**”);

**WHEREAS**, in addition to the right of access provided by the Servitude, the Parish desires, only as is reasonably necessary from time to time and for the sole purpose of accessing the Canals, to install, maintain and / or replace culverts within the Servitude Area, as modified herein, and Chevron desires to accommodate the Parish subject to the conditions hereinafter contained;

**WHEREAS**, a majority of the Property is subject to that certain Mitigation Banking Instrument dated June 9, 2005, by and between Chevron U.S.A. Inc. and the United States Army Corps of Engineers, et al., as may be amended from time to time (the “**Mitigation Banking Instrument**”) and a certain portion thereof is subject to that certain Conservation Servitude and Easement dated August 2, 2005 between Chevron U.S.A.

Inc. and the Mississippi River Trust recorded in the Conveyance Records of St. Charles Parish, Louisiana on August 11, 2005 at COB 655 folio 339 bearing Entry No. 310788, as may be amended from time to time (the “**Conservation Servitude**” and together with the Mitigation Banking Instrument, the “**Instruments**”) all for purposes of re-establishing, rehabilitating, enhancing, and preserving the forested wetlands ecosystem of the Property (the “**Conservation Project**”);

**WHEREAS**, as part of the Conservation Project and under the Instruments, Chevron intends to re-establish, rehabilitate, enhance, and preserve the use of certain areas of the Property lying within the Servitude Area, as detailed in the Mitigation Banking Instrument; and

**WHEREAS**, the Parish supports the goals of the Conservation Project and agrees that the entire width of the Servitude Area is not required for the Parish to sufficiently access the Canals or to conduct all necessary and foreseeable maintenance of the Canals, and therefore the Parish desires to reduce the Servitude Area in the manner herein set forth;

**NOW, THEREFORE**, in consideration of the Parish’s reduction of the Servitude Area, Chevron’s agreeing to the installation by the Parish of certain culverts as provided herein, the mutual promises set forth herein, and other good and valuable consideration transferred contemporaneously herewith, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. **AMENDMENT OF SERVITUDE.** The Servitude is hereby amended to reduce the width of the Servitude Area affecting the Property to the specific widths shown as abutting and extending parallel along the side of the banks of the Canals as depicted on Exhibits A-1 through A-15 inclusive (the “**Reduced Servitude Area**”). The Parish surrenders, releases, and relinquishes all rights, title, and interests in and to the portions of the Servitude Area removed hereby from the Servitude. The Parties hereto acknowledge that the Servitude is non-exclusive and the land underlying the Reduced Servitude Area may be used by Chevron, its lessees, contractors, agents, and invitees for any purposes that do not interfere with the Parish’s access rights within the Reduced Servitude Area. Chevron may grant to others additional rights, including servitudes, over and across the Reduced Servitude Area to the extent that such servitudes do not interfere with the Parish’s access rights as set forth herein. Chevron continues to maintain and reserve unto itself, its affiliates, agents, contractors and subcontractors, invitees, successors, lessees and assigns, the right to use, occupy and enjoy the Reduced Servitude Area provided, however, that such use, occupation and enjoyment shall not interfere with the Parish’s maintenance of, and access over, the Reduced Servitude Area. It is distinctly understood by the Parties that this Agreement does not constitute a conveyance of any part or portion of the ownership interest in the Property nor of the oil, gas and other minerals in, on and under and that may be produced from the Property covered hereby, but only amends the Servitude as hereinabove provided.
2. **PROTECTION OF PUBLIC INTERESTS.** The Parish acknowledges, represents, and warrants to Chevron that the Reduced Servitude Area is and shall be sufficient and satisfactory for the Parish to access and maintain the efficient function of the Canals as contemplated by Louisiana Revised Statute 38:113, and that amending the Servitude and reducing the Servitude Area as provided herein is not adverse to the public interest.
3. **PROTECTION OF CONSERVATION PROJECT.** The Parish acknowledges that the Instruments contain specific prohibitions against conducting certain activities on the Property located outside of the Reduced Servitude Area and which the United States Army Corps of Engineers (“**USACE**”) determines to be inconsistent with the purposes of the Instruments and the establishment, maintenance and protection of wetlands within the Property, and the Parish agrees that it will not conduct such prohibited activities thereon. The Parish agrees not to disrupt or interfere with the Conservation Project on the Property. Should damage or destruction to or on any portion of the Property (including, but not limited to, foliage) located outside of the

Reduced Servitude Area occur as a result of the actions of the Parish, its contractors, subcontractors, invitees or permittees, the Parish agrees to pay all reasonable costs related to any such damage or destruction.

4. **GENERAL MAINTENANCE AND UPKEEP OF REDUCED SERVITUDE AREA AND PARISH IMPROVEMENTS.** The Parish agrees that it will, at its sole cost and expense, (i) perform regular maintenance and upkeep of all Parish Improvements (hereinafter defined) which shall include maintenance of the Culverts (hereinafter defined) in accordance with the Specifications (hereinafter defined) and (ii) keep the Reduced Servitude Area mowed and generally free of overgrown vegetation, debris, and trash. Except as otherwise provided herein, the Parish shall dispose all vegetation, debris, and trash removed from the Reduced Servitude Area offsite of the Property; provided however, that, in further consideration of the reduction of the Servitude Area and the performance of the promises set forth in this Agreement, any woody vegetation removed by the Parish from the Reduced Servitude Area that has a trunk diameter of less than three (3) inches can be chipped and deposited by the Parish within the Reduced Servitude Area ((i) and (ii) above hereinafter referred to collectively as “**Servitude and Parish Improvements Upkeep**”). At least seven (7) calendar days prior to conducting any Servitude and Parish Improvements Upkeep which requires the use of heavy construction equipment (including, but not limited to, bull dozers, backhoes and dump trucks), the Parish will provide Notice to Chevron of its plans to conduct such Servitude and Parish Improvements Upkeep. The Notice will include the approximate date(s) on which the Servitude and Parish Improvements Upkeep will occur and describe the areas where the Servitude and Parish Improvements Upkeep will occur. Chevron may, in its sole discretion, have a representative present for the said Servitude and Parish Improvements Upkeep. The Parish shall be responsible for and shall investigate, clean up and monitor in accordance with all applicable laws any pollutants and/or contaminants discharged, deposited or disposed of on the Reduced Servitude Area by the Parish, its contractors, subcontractors, invitees or permittees, and shall restore the Property to a condition as near as practical to its original condition.
5. **CANAL DEBRIS REMOVAL.** The Parties acknowledge that from time to time, it may be necessary for the Parish to conduct maintenance activities within the Canals that require vegetation, trash and other unwanted debris (collectively hereinafter referred to as “**Canal Debris**”) be removed from the Canals (“**Canal Debris Removal**”). Except as otherwise provided herein, the Parish shall dispose all Canal Debris offsite of the Property; provided however, that, in further consideration of the reduction of the Servitude Area and the performance of the promises set forth in this Agreement, any woody vegetation or natural debris removed during Canal Debris Removal having a trunk diameter of less than three (3) inches can be chipped and deposited within the Reduced Servitude Area. At least seven (7) calendar days prior to conducting any Canal Debris Removal which requires the use of heavy construction equipment (including, but not limited to, bull dozers, backhoes and dump trucks), the Parish will provide Notice to Chevron of its plans to conduct such Canal Debris Removal. The Notice will include the approximate date(s) on which the Canal Debris Removal will occur and describe the areas where the Canal Debris Removal will occur. In the case of an emergency, the Parish may take actions in regard to Canal Debris Removal without prior Notice to Chevron when such actions are necessary to fulfill the Parish’s obligations to keep the Canals free and clear of debris, but the Parish agrees to provide Notice to Chevron as described above as soon as reasonably possible. Chevron may, in its sole discretion, have a representative present for the said Canal Debris Removal. The Parish shall be responsible for and shall investigate, clean up and monitor in accordance with all applicable laws any pollutants and/or contaminants discharged, deposited or disposed of on the Reduced Servitude Area by the Parish, its contractors, subcontractors, invitees or permittees, and shall restore the Property to a condition as near as practical to its original condition.
6. **CANAL BOTTOM MAINTENANCE.** The Parties acknowledge that from time to time, it may be necessary for the Parish to conduct maintenance activities (including but not limited to soil removal) on or to the Canal bottoms (hereinafter referred to as

“**Canal Bottom Maintenance**”). Should Canal Bottom Maintenance become necessary, the Parish agrees to apply for any required regulatory permits, including, but not limited to, a USACE permit(s). The Parish agrees to provide Chevron with Notice of any planned permit filing related to Canal Bottom Maintenance at least thirty (30) calendar days in advance of said planned permit filing. The Notice shall contain the Parish’s draft of the permit application. Should Chevron object to the proposed activity to be permitted as described in the Parish’s Notice, Chevron and the Parish agree to enter into good faith negotiations to attempt to resolve Chevron’s objection. In the case of an emergency, the Parish may take actions in regard to Canal Bottom Maintenance without prior Notice to Chevron when such actions are necessary to fulfill the Parish’s obligations to keep the Canals free and clear of debris, but the Parish agrees to provide Notice to Chevron as described above as soon as reasonably possible. Should the USACE grant a permit for any proposed Canal Bottom Maintenance, the Parish agrees to provide Chevron Notice of commencement of any such USACE-approved Canal Bottom Maintenance project at least seven (7) calendar days in advance. Chevron may, in its sole discretion, have a representative present for said Canal Bottom Maintenance. The Parish shall be responsible for and shall investigate, clean up and monitor in accordance with all applicable laws any pollutants and/or contaminants discharged, deposited or disposed of on the Reduced Servitude Area by the Parish, its contractors, subcontractors, invitees or permittees, and shall restore the Property to a condition as near as practical to its original condition.

## 7. INSTALLATION AND MAINTENANCE OF PARISH IMPROVEMENTS.

- a. **Parish Improvements Conditioned on Chevron’s Consent.** Subject to the terms and conditions set forth herein or as otherwise agreed upon by the parties, and for the sole purpose of accessing the Canals, the Parish, in further consideration of the reduction of the Servitude Area and the performance of the promises set forth in this Agreement, shall be permitted to construct, install, and replace certain improvements within the Reduced Servitude Area reasonably necessary for the Parish’s access to and maintenance of the Canals (collectively, the “**Parish Improvements**”). The Parish agrees that it shall not commence construction, installation, or replacement of any Parish Improvements, other than the Culverts (as defined below), without Chevron’s written consent. At least thirty (30) days prior to the intended construction, installation, or replacement of any Parish Improvements, *other than the Culverts*, the Parish shall deliver Notice to Chevron of such anticipated construction, installation, or replacement, which shall include (i) a detailed description of the intended construction, installation, or replacement; (ii) an anticipated schedule of the intended construction, installation, or replacement; (iii) diagrams with detailed specifications (similar to those found on Exhibit B), sketches and maps showing the location or intended location of any such Parish Improvements, including the elevation of the proposed Parish Improvements (i.e. elevation of base of improvement), which shall be updated by the Parish as necessary to keep Chevron fully apprised of the conditions of the Parish Improvements and the uses made thereof; and (iv) any other information requested by Chevron concerning the intended construction, installation, or replacement including, but not limited to, the Parish’s intended use thereof. Chevron shall have twenty (20) calendar days to review the information provided in the Parish’s Notice and consent to the proposed construction, installation, or replacement, which consent may be conditioned, delayed, withheld, or denied in Chevron’s sole and absolute discretion.
- b. **Permitted Culverts.** Notwithstanding the foregoing and in further consideration of the reduction of the Servitude Area and the performance of the promises set forth in this Agreement, the Parish shall be permitted to construct, install, replace, and repair, in accordance with the specifications and plans set forth on **Exhibit B** attached hereto and made a part hereof (the “**Specifications**”), culverts within the Reduced Servitude Area (the “**Culverts**”), but only to the extent as is reasonably necessary for the purpose of accessing the Canals. The Parish shall provide Chevron with three (3) business days’ advance Notice of any such construction, installation, replacement, or repair of the Culverts. The Parish shall not construct any Parish Improvements that interfere with Chevron’s use of the Property located outside of

- the Reduced Servitude Area or that violate Chevron's obligations under or otherwise do not comply with the Instruments. Chevron and the Parish are aware of each other's continuing projects in the areas affected by this Agreement.
- c. **Protection of Property's Hydrology.** Notwithstanding anything to the contrary in this Agreement, in no event, should any Parish Improvement, including but not limited to Culverts, be installed by the Parish that may adversely affect the intended hydrology of the Property as set forth in the Instruments.
  8. **CANAL CROSSINGS.** Chevron, its successors, lessees, and assigns shall have the nonexclusive right to cross the Canals at all crossings currently existing or hereinafter constructed.
  9. **COMPLIANCE WITH LAWS AND REGULATIONS.** The Parish shall, at the Parish's sole cost and expense, during the term hereof, comply with all federal, state and local laws and regulations and those of any other governmental authority affecting the lands covered by this Agreement and will hold Chevron and the Property free from all liens, claims, demands, or actions, which may result from the failure, neglect or refusal of the Parish, its contractors, subcontractors, invitees or permittees to comply with said laws or regulations.
  10. **NO ASSIGNMENT.** The Parish may not assign this Agreement or any of its rights or obligations hereunder without Chevron's express written consent, except in the case of an assignment to a successor governmental authority with notice to Chevron in writing as provided in of this Agreement.
  11. **PRIOR AGREEMENTS.** It is agreed and understood that the rights and privileges herein granted to the Parish are granted subject to the Instruments and any and all existing contracts, mitigation banking instruments, conservation servitudes, oil, gas and mineral permits and leases, agricultural, grazing and other like surface leases, and rights-of-way affecting the Property and shall be exercised in such a manner so as not to unduly interfere with the use of said Property by Chevron or by its permittees and lessees. To the extent there are any pre-existing agreements or conveyances between Chevron and the Parish or their predecessors in title with respect to the Property including, without limitation, all or portions of the Canals and Servitude Area, Chevron and the Parish agree that the terms and conditions of this Agreement shall supersede and prevail over any conflict with the terms and conditions of those pre-existing agreements or conveyances, so that any Parish rights in and to the Property (including any rights of access and use) are limited to the Reduced Servitude Area as provided herein.
  12. **SUCCESSOR AND ASSIGNS.** Subject to the limitation on assignments by the Parish in section 10, *supra*, the terms, conditions, and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.
  13. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties relating to the transactions contemplated hereby. All prior agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect.
  14. **AMENDMENT TO THIS AGREEMENT.** This Agreement may be amended, modified or changed and the provisions hereof waived only by a written instrument duly executed by the parties hereto. Should Chevron wish to amend this Agreement to include portions of other Chevron-owned lands, the Parish agrees to enter into good faith negotiations with Chevron to amend this Agreement.
  15. **GOVERNING LAW.** This Agreement is governed by and interpreted under the laws of the State of Louisiana, without regard to its choice of law rules.
  16. **RESOLUTION OF DISPUTES.** It is hereby agreed and understood by Chevron and St. Charles Parish that any and all disputes that may result in litigation shall be litigated 29<sup>th</sup> Judicial District Court for the Parish of St. Charles, State of Louisiana.
  17. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to constitute one and the same Agreement.

18. **NOTICES.** All notices which are required or may be given pursuant to this Agreement are sufficient in all respects if transmitted via electronic mail *with a reply confirming receipt of the notice*, and given in writing and delivered by mail courier or the United States Postal Service, addressed, until changed, as indicated below (the “Notice”).

By electronic mail, to:

Chevron:

Chevron U.S.A. Inc.  
[Danielle.Brocato@chevron.com](mailto:Danielle.Brocato@chevron.com)  
[SDalton@chevron.com](mailto:SDalton@chevron.com)  
[Ryan.Rivault@chevron.com](mailto:Ryan.Rivault@chevron.com)

Parish:

St. Charles Parish President  
  
mjewell@stcharlesgov.net

and by mail courier or the United States Postal Service, to:

Chevron U.S.A. Inc.  
Attn: Danielle Brocato  
100 Northpark Blvd.  
Covington, LA 70433

St. Charles Parish  
Attn: Parish President  
P. O. Box 302  
Hahnville, LA 70057

With a copy to:

Chief Administrator Officer  
St. Charles Parish  
P. O. Box 302  
Hahnville, LA 70057

The parties hereto may from time to time change their respective addresses for purposes of notice hereunder to any other location within the United States by giving a notice to such effect in accordance with the provisions of this Section 18.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGES AND EXHIBITS FOLLOW

IN WITNESS WHEREOF, this Agreement is executed and made effective this \_\_\_ day of \_\_\_\_\_, 2020.

WITNESSES:

CHEVRON:

CHEVRON U.S.A. INC.

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
By: Ryan Schneider  
Title: Land Management Officer

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

\_\_\_\_\_  
Witness Signature

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

STATE OF LOUISIANA  
PARISH OF ST. TAMMANY

BEFORE ME, the undersigned authority, a Notary Public in and for said County/Parish and State, on this day personally appeared Ryan Schneider, Land Management Officer \_\_\_\_\_ of Chevron U.S.A. Inc., a Pennsylvania corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration therein expressed, in the capacity therein stated.

GIVEN under my hand and seal of office this \_\_\_ day of \_\_\_\_\_, 2020.

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the  
County/Parish of \_\_\_\_\_,  
State of \_\_\_\_\_.

WITNESSES:

PARISH:

St. Charles Parish

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
By: Matt Jewell  
Title: Parish President

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

\_\_\_\_\_  
Witness Signature

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

ACKNOWLEDGEMENTS

STATE OF LOUISIANA  
PARISH OF ST. CHARLES

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me, Notary Public for the above Parish and State, and the witnesses above, appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is the \_\_\_\_\_ of the Parish of St. Charles, Louisiana, and that the foregoing instrument was signed before me and the above witnesses on behalf of the Parish of St. Charles, Louisiana, and said Apparer acknowledged said instrument to be the free act and deed of said parish, duly authorized by \_\_\_\_\_.

My commission expires:

\_\_\_\_\_