RIGHT OF WAY AGREEMENT

Claude A. Lomax, et al

to

Union Carbide Corporation

DATED:

December 29, 1965

FILE DATE:

August 26, 1966

EFFECTIVE DATE: December 29, 1965

PAGE: 404

ENTRY #: 29607

PARISH:

COB: 59

St Charles

UCC Form LA-1

Claude A. Loman

STATE OF LOUISIANA

PARISH OF__ ST. CHARLES

KNOW ALL MEN BY THESE PRESENTS

For and in consideration of

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117.30 tude and easement to construct, lay, maintain, operate, repair, remove, relocate, change the size of and replace two Eight Inch (3") Eight Inch (8")
pipelines in the same ditch and within a right of way herein granted measuring Thut. (3c)
feet in width, and appurtenances, thereto, including, but not limited to, corrosion control equipment, fittings, tie-overs, valves and other apparatus above or below ground, for the transportation of oil, gas, hydrocarbons, petroleum products or any limited or gases or other substances which are the transportation of oil, gas, hydrocarbons, petroleum products or gases. any liquids or gases or other substances which can be transported through pipelines (Grantee being hereby given and granted the right to select, change or alter the route thereof), under, upon, over or through lands which the

undersigned owns or in which the undersigned has an interest, situated in the Parish of St. Charles, State of Louisiana, and described as follows:

Fractional Southeast Quarter, (SE 1/4) of Section Eleven (11), Township Thirteen South (T-13-5), Range Ministeen East (R-19-E), St. Charles Parish, Louisiana;

> Deed from George E. Cleveland to John A. Green, Jr. and Claude A. Lomax in COB AAA, Folio 332; Deed from George Cleveland to Harold D. Brennand in COB 000, Folio 183; ·

said lands being fully described in Deed from George E. Cleveland

recorded in Volume COB-PPP , Page <u>506</u> Roswell J. Weil of the Conveyance Records of said Parish, to which reference is here made for further description.

In addition to the 30 Foot wide permanent right of way recited above, Grantee shall have additional working space of Ten (10) feet on each side of said strip to be used during the initial construction only.

Grantee, its successors and assigns, are hereby expressly given and granted the right to assign this right of way, servitude and easement, in whole or in any part thereof, or interest therein, and the same shall be divisible among two or more parties, as to any right or rights created hereunder, so that each assignee or party shall have the full rights and privileges herein granted, to be owned and enjoyed either in common or severally. In-the-event of-such assignment, Grantee-shall thereby-be-relieved of-all duties, obligations and liabilities as to the portion of the right-of-way, servitude and easement herein granted-so assigned.

TO HAVE AND TO HOLD, the same unto Grantee, its successors and assigns, with the right of ingress to and egress from the premises on, over, across, or through the lands of Grantor, for the purposes herein granted.

The right of way, servitude and easement hereby granted shall terminate and revert to the Grantor, his heirs, successors, and assigns, upon the filing for record in the Parish in which said land is situated a written instrument executed by the Grantee, its successors or assigns, of the permanent and intentional abandonment of said right of way, servitude and easement.

Grantor, his heirs and assigns, shall at all times fully use and enjoy the said premises, except for the purposes granted to the said Grantee; provided, however, that Grantor shall not construct, nor permit to be constructed, any house, structure or obstruction on or over the right of way herein granted without first obtaining the written consent of Grantee. Grantor's use and enjoyment of the premises shall include cultivation, grazing, farming, irrigation, and all other uses that will not reasonably interfere with the construction, maintenance or operation of any pipeline or appurtenances constructed pursuant to this grant

Grantee hereby agrees to bury all pipelines, exclusive of appurtenances, a reasonable depth below the surface of the soil so as not to interfere with normal cultivation. Grantee agrees to pay all physical damages to growing crops, timber, fences, torraces and ditches resulting from and directly attributable to the construction, maintenance and operation of any pipeline laid pursuant to this grant

It is hereby understood that the party securing this grant in behalf of Grantee is without authority to make or enter into any covenant or agreement not herein expressed.

WITNESS the execution hereof in the presence of the undersigned witnesses this the

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WITNESSES:

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and State aforesaid, a	**************************************									
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its Board of Directors:	and the said,	~ 						said instrum	nent to be	the free to
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RIGHT OF WAY AGREEMENT

Roswell J. Weil

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Union Carbide Corporation

DATED:

January 4, 1966

FILE DATE:

August 26, 1966

EFFECTIVE DATE: January 4, 1966

COB: 59

PAGE: 406

ENTRY #:

29608

PARISH:

St Charles

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D-4

Owner Claude A. Lomax, et al,

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STATE OF LOUISIANA PARISH OF ST. CHARLES

KNOW ALL MEN BY THESE PRESENTS THAT:

For and in consideration of .. (\$\frac{\frac}{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\frac{\fr tude and easement to construct, lay, maintain, operate, repair, remove, relocate, change the size of and replace two Eight Inch (8")

Fight Inch (8")

Pipelines in the same ditch and within a right of way herein granted measuring Thirty (30) feet in width, and appurtenances thereto, including, but not limited to, corrosion control equipment, fittings, tie-overs, valves and other apparatus above or below ground, for the transportation of oil, gas, hydrocarbons, petroleum products or the substances which can be transported through pipelines (Grantee being hereby given any liquids or gases or other substances which can be transported through pipelines (Grantee being hereby given and granted the right to select, change or alter the route thereof), under, upon, over or through lands which the

undersigned owns or in which the undersigned has an interest, situated in the Parish of St. Charles, State of Louisiana, and described as follows:

Fractional Southeast Quarter (SE 1/4) of Section Eleven (11), Township Thirteen South (T-13-S), Range Nincteen East (R-19-E), St. Charles Parish, Louisiana;

> Deed from George E. Cleveland to John A. Green, Jr., and Claude A. Lomax in COB AAA, Folio 332; Deed from George Cleveland to Harold D. Brennand in COB 000, Polio 183;

said lands being fully described in Deed from George E. Cleveland

Roswell J. Weil , Page <u>506</u> recorded in Volume COB-PPP of the Conveyance Records of said Parish, to which reference is here made for further description.

In addition to the 30 Foot wide permanent right of way recited above, Grantee shall have additional working space of Ten (10) feet on each side of said strip to be used during the initial construction only.

Grantee, its successors and assigns, are hereby expressly given and granted the right to assign this right of way, servitude and easement, in whole or in any part thereof, or interest therein, and the same shall be divisible among two or more parties, as to any right or rights created hereunder, so that each assignee or party shall have the full rights and privileges herein granted, to be owned and enjoyed either in common or severally. In the event assignment, Grantee shall thereby be relieved of all duties obligations and liabilities as to the portion of =the right of way, servitude and easement herein-granted-so-assigned-

TO HAVE AND TO HOLD, the same unto Grantee, its successors and assigns, with the right of ingress to and egress from the premises on, over, across, or through the lands of Grantor, for the purposes herein granted.

The right of way, servitude and easement hereby granted shall terminate and revert to the Grantor, his heirs, successors, and assigns, upon the filling for record in the Parish in which said land is situated a written instrument executed by the Grantee, its successors or assigns, of the permanent and intentional abandonment of said right of way, servitude and easement

Grantor, his heirs and assigns, shall at all times fully use and enjoy the said premises, except for the purposes granted to the said Grantee, provided, however, that Grantor shall not construct, nor permit to be constructed, any house, structure or obstruction on or over the right of way herein granted without first obtaining the written consent of Grantee. Grantor's use and enjoyment of the premises shall include cultivation, grazing, farming, irrigation, and all other uses that will not repeatebly interfere with the construction, maintenance or operation of any pipeline or appurtenances constructed cursor, to his grant

Grantee hereby agrees to bury of p.pernos, exclusive of appurtenances, a reasonable depth below the surface of the soil so as not to interfere with normal cultivation. Grantee agrees to pay all physical damages to growing crops, timber, tences, terraces and ditches resulting from and directly attributable to the construction, maintenance and operation of any pipeline laid pursuant to this grant.

It is hereby understood that the party securing this grant in behalf of Grantee is without authority to make or enter into any covenant or agreement not herein expressed.

VITNESS the execution hereof in the presence of the undersigned witnesses this the iday of 196 1 JITNESSES.

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Roswell J.

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signed byROSW	ELL J. WETL		—, ıп his	presence and	in the presence	of the other sul	escribing witness.
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RIGHT OF WAY AGREEMENT

Harold D. Brennand

to

Union Carbide Corporation

DATED:

January 7, 1966

FILE DATE:

August 26, 1966

EFFECTIVE DATE: January 7, 1966

COB: 59 PAGE: 408 ENTRY #: 29609

PARISH: St Charles

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5	STATE OF LOUISIANA	Owner_	Claude A. Lomax, et	al,
	PARISH OF ST. CHARLES			
	KNOW ALL MEN BY THESE PRESENTS THAT:			
	For and in consideration ofTwent	y-nine ar	nd 33/100	Dollars
th co	s.29.33), in hand paid to the undersigned, hereightch is hereby acknowledged, the said Grantor does hereightch and a New York corporation, herein styled ude and easement to construct, lay, maintain, operate, Eight Inch (8") installed at the same bipelines in the same ditch and within a right of way hand appurtenances thereto, including, but not limited that other apparatus above or below ground, for the transmy liquids or gases or other substances which can be und granted the right to select, change or alter the root which is the right to select, change or alter the root which is the same area.	nafter style preby granter." "Granter." repair/rei time erein gran o, corrosie sportation	ed "Grantor", whether one t, bargain, sell and convey the successors and assign nove, relocate, change the ted measuring Thirty (on control equipment, fit of oil, gas, hydrocarbons,	or more, the receipt of unto UNION CARBIDE s, a right of way, servisize of and replace two [30] feet in width, tings, tie-owers, valves petroleum products or
υ	indersigned owns or in which the undersigned has an i tate of Louisiana, and described as follows:			
	Fractional Southeast Quarter (SE 1/4) of Sect Range Mineteen East (R-19-E), St. Charles Par			teen South (T-13-S)
	(The location of the right of way shall be eq constructed, such right of way not exceeding Grantor. Upon cessation of the use of the pi months, this agreement shall terminate and be	30 Ft. in pe lines	n total width, as per by Grantee for any pe	plat furnished riod of twelve (12)
	No warranty is hereby given.			
ş	Loma (George	x, record Cleveland 10001, Fe	land to John A. Green, led in COB *AAA*, Foli I to Harold D. Brennar plio 183; and land	.0 332;
_	Roswell J. Weil, of the Conveyance Records of said Parish, to which refe	, rec	corded in Volume PPP	, Page506
	In addition to the 50 Ft. wide right of way r working space of Ion (10) Ft. on each side of construction only. Any above ground apparteninstalled only at the boundary lines of this	ecited al said strances rec property	bove, Grantee shall he rip to be used during quired on Grantor's pr	the initial cemises shall be
t)	Grantee, its successors and assigns, are hereby expery, servitude and easement, and hole or in any part of the mong two-or-more parties, as to uny-right-or-rights are the full rights and privileges herein granted to be own feward assignment. Grantee shall that any be relieved to be right-of-ways servitude and casement herein granted.	ated heree ed and enj	interest therein, and the sider, so that each assign oyed either in common or	ame-shall-be divisible- ee or party shall have
е	TO HAVE AND TO HOLD, the same unto Grantee, it gress from the premises on, over, across, or through the	ne lands c	I Grantor, for the purpose	s herein granted.
3335	The right of way, servitude and easement hereby gra- uccessors, and assigns, upon the filing for record in the I xecuted by the Grantee, its successors or assigns, of the yay, servitude and easement			
±0 =0	Grantor, his heirs and assigns, shall at all times fully ranted to the said Grantee, provided, however, that Grantee, structure or obstruction on or over the right of was formulee. Grantor's use and enjoyment of the premise and all other uses that will not reasonably interfere with reppurienances constructed pursuant to this grant which the derivation of the provider.	y herein of shall in the construction would	not construct, nor permit granted without first obtain actude cultivation, grazin uction, maintenance or op unreasonably interfer	to be constructed, any ing the written consent g, forming, irrigation, eration of any pipeline re with the rights
	Grantee hereby agrees to bury all pipelines, exclusive of the soil so as not to interfere with normal cultivation. Grops, timber, fences, terraces and ditches resulting from and operation of any pipeline laid pursuant to this grant	and directl	rees to pay all physical y attributable to the con-	damages to growing struction, maintenance
0	It is hereby understood that the party securing this content into any covenant or agreement not herein express	rant in besed.	ehalt of Grantee is withou	t authority to make or
	WITNESS the execution hereof in the presence of the		ned witnesses this the	7 th day of
-	Jamiary, 196_6			
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STATE OF LOUISIANA	• • •
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eknowledged that he executed the same as his free act a	and deed
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day of	, 196, before me personally appeared
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acknowledged that he executed the same as his free act of	and deed.
	Notary Public
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STATE OF LOUISIANA	
PARISH OF	
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01 111	, who being by me duly sworn, did say that he
and State dioresala, appears	that the seal affixed to the foregoing instru
is the ment is the corporate seal of said corporation and that	said instrument was signed and sealed in behalf of said corporation by authority of
its Board of Directors, and the said	acknowledged said instrument to be the free ac
and deed of said corporation	
	Notary Public
PARISH OF ST. CHARLES	
BEFORE ME, the undersigned Notary Public, on this	os day personally appeared V. COULTER.
who, being by me duly sworn, stated under coin mut he	Add the of the orange of the o
signed by HAROLD D. DREKKAKT	In his presence and fit the presence of the other subscribing witness.
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SWORN TO AND SUBSCRIBED before me this	
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Notary Public	,
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STATE OF LOUISIANA	
BEFORE ME, the undersigned Notary Public, on the	his day personally appeared
who, being by me duly sworn, stated under oath that I	no was one or me supportant
signed by	in his presence and in the presence of the other subscribing witness.
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SWORN TO AND SUBSCRIBED before me this	
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Notary Public	
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