

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  
COB: 59 PAGE: 404 ENTRY #: 29607  
PARISH: St Charles



STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 196\_\_\_\_, before me personally appeared \_\_\_\_\_, 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.

\_\_\_\_\_  
Notary Public

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 196\_\_\_\_, before me personally appeared \_\_\_\_\_, 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.

\_\_\_\_\_  
Notary Public

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 196\_\_\_\_, before me, the undersigned Notary Public in and for the Parish and State aforesaid, appeared \_\_\_\_\_, who being by me duly sworn, did say that he is the \_\_\_\_\_ of \_\_\_\_\_, that the seal affixed to the foregoing instrument 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 act and deed of said corporation

\_\_\_\_\_  
Notary Public

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

BEFORE ME, the undersigned Notary Public, on this day personally appeared \_\_\_\_\_ who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses for the foregoing instrument and the same was signed by \_\_\_\_\_ in his presence and in the presence of the other subscribing witness.

SWORN TO AND SUBSCRIBED before me this

\_\_\_\_\_ day of \_\_\_\_\_, 196\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF LOUISIANA

PARISH OF ST. CHARLES

BEFORE ME, the undersigned Notary Public, on this day personally appeared J. P. COULTER, who being by me duly sworn, stated under oath that he was one of the subscribing witnesses for the foregoing instrument and the same was signed by Claude A. Lomax; Mabel W. Green and Mary Jane Green Christman in his presence and in the presence of the other subscribing witness.

J. P. Coulter  
J. P. Coulter

SWORN TO AND SUBSCRIBED before me this

59 day of January, 1966

\_\_\_\_\_  
Notary Public

RECORDED August 26, 1966

B. B. B.  
DY. CLERK

RIGHT OF WAY AGREEMENT

Roswell J. Weil  
tq  
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

59/406  
29/608

STATE OF LOUISIANA  
PARISH OF ST. CHARLES

KNOW ALL MEN BY THESE PRESENTS THAT:

For and in consideration of One Hundred Seventy and 30/100 Dollars

(\$ 117.30), in hand paid to the undersigned, hereinafter styled "Grantor", whether one or more, the receipt of which is hereby acknowledged, the said Grantor does hereby grant, bargain, sell and convey unto UNION CARBIDE CORPORATION, a New York corporation, herein styled "Grantee", its successors and assigns, a right of way, servitude and easement to construct, lay, maintain, operate, repair, remove, relocate, change the size of and replace two

Eight 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 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 Nineteen 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. Brennan in COB 000, Folio 183;

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

Roswell J. Weil, recorded in Volume COB-PPP, Page 506 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, 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.

WITNESS the execution hereof in the presence of the undersigned witnesses this the 4th day of January, 1966.

WITNESSES:

[Signature]  
[Signature]

[Signature]  
Roswell J. Weil

U.C.C. # 21,500

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 196\_\_\_\_, before me personally appeared \_\_\_\_\_, 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.

Notary Public

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 196\_\_\_\_, before me personally appeared \_\_\_\_\_, 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.

Notary Public

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 196\_\_\_\_, before me, the undersigned Notary Public in and for the Parish and State aforesaid, appeared \_\_\_\_\_, who being by me duly sworn, did say that he is the \_\_\_\_\_ of \_\_\_\_\_, that the seal affixed to the foregoing instrument 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 act and deed of said corporation

Notary Public

STATE OF LOUISIANA

PARISH OF ST. CHARLES

BEFORE ME, the undersigned Notary Public, on this day personally appeared J. P. COULTER, who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses for the foregoing instrument and the same was signed by ROSWELL J. WELLS in his presence and in the presence of the other subscribing witness.

*J. P. Coulter*  
J. P. Coulter

SWORN TO AND SUBSCRIBED before me this

6<sup>th</sup> day of January, 1966

Notary Public

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

BEFORE ME, the undersigned Notary Public, on this day personally appeared \_\_\_\_\_ who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses for the foregoing instrument and the same was signed by \_\_\_\_\_ in his presence and in the presence of the other subscribing witness.

SWORN TO AND SUBSCRIBED before me this

\_\_\_\_\_ day of \_\_\_\_\_, 196\_\_\_\_

Notary Public

RECORDED August 26, 1966

B. B. Berry  
BY CLERK

59  
*Pennington*

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

Line Taft to Dome Pipe Line

R/W D-4

Owner Claude A. Lomax, et al.

STATE OF LOUISIANA

PARISH OF ST. CHARLES

KNOW ALL MEN BY THESE PRESENTS THAT:

For and in consideration of Twenty-nine and 33/100 Dollars

(\$29.33), in hand paid to the undersigned, hereinafter styled "Grantor", whether one or more, the receipt of which is hereby acknowledged, the said Grantor does hereby grant, bargain, sell and convey unto UNION CARBIDE CORPORATION, a New York corporation, herein styled "Grantee", its successors and assigns, a right of way, servitude and easement to construct, lay, maintain, operate, repair, ~~remove, relocate, change the size of and replace~~ <sup>and</sup> ~~two~~ <sup>Eight Inch (8")</sup> pipelines installed at the same time 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 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 Nineteen East (R-19-E), St. Charles Parish, Louisiana.

(The location of the right of way shall be equal distance on each side of the pipe lines, as constructed, such right of way not exceeding 30 Ft. in total width, as per plat furnished Grantor. Upon cessation of the use of the pipe lines by Grantee for any period of twelve (12) months, this agreement shall terminate and be of no further force and effect.)

No warranty is hereby given.

(George E. Cleveland to John A. Green, Jr., and Claude A. Lomax, recorded in COB 'AAA', Folio 332;

(George Cleveland to Harold D. Brennan, recorded in COB '000', Folio 183; and

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

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

In addition to the 30 Ft. wide right of way recited above, Grantee shall have additional working space of Ten (10) Ft. on each side of said strip to be used during the initial construction only. Any above ground appurtenances required on Grantor's premises shall be installed only at the boundary lines of this property.

Grantee, its successors and assigns, are hereby expressly given and granted the right to assign this right of way, servitude and easement, ~~a 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 which would unreasonably interfere with the rights granted hereunder.~~

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, 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.

WITNESS the execution hereof in the presence of the undersigned witnesses this the 7<sup>th</sup> day of January, 1966.

WITNESSES:

William C. Pickett

Harold D. Brennan  
Harold D. Brennan



STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 196\_\_\_\_, before me personally appeared \_\_\_\_\_, 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

\_\_\_\_\_  
Notary Public

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 196\_\_\_\_, before me personally appeared \_\_\_\_\_, 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.

\_\_\_\_\_  
Notary Public

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 196\_\_\_\_, before me, the undersigned Notary Public in and for the Parish and State aforesaid, appeared \_\_\_\_\_, who being by me duly sworn, did say that he is the \_\_\_\_\_ of \_\_\_\_\_, that the seal affixed to the foregoing instrument 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 act and deed of said corporation

\_\_\_\_\_  
Notary Public

STATE OF LOUISIANA

PARISH OF ST. CHARLES

BEFORE ME, the undersigned Notary Public, on this day personally appeared J. P. COULTER who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses for the foregoing instrument and the same was signed by HAROLD D. BRENNARD in his presence and in the presence of the other subscribing witness.

*J. P. Coulter*  
\_\_\_\_\_  
Notary Public

SWORN TO AND SUBSCRIBED before me this

11th day of JANUARY, 1966  
*Jaqueline P. Dutre, Dy. Clerk*  
Notary Public  
*K. F. Office*

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

BEFORE ME, the undersigned Notary Public, on this day personally appeared \_\_\_\_\_ who, being by me duly sworn, stated under oath that he was one of the subscribing witnesses for the foregoing instrument and the same was signed by \_\_\_\_\_ in his presence and in the presence of the other subscribing witness.

SWORN TO AND SUBSCRIBED before me this

\_\_\_\_\_ day of \_\_\_\_\_, 196\_\_\_\_  
\_\_\_\_\_  
Notary Public

RECORDED  
1966 JAN 11 AM 10:42  
NOTARY PUBLIC

RECORDED... August 26, 1966  
*B. A. A.*  
DY. CLERK