

*Ord.*

**2014-0340**

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
(DEPARTMENT OF LEGAL SERVICES)**

**ORDINANCE NO. 14-11-9**

An ordinance to approve and authorize the execution of an amendment to the existing Right of Way and Servitude Agreements recorded in Entry Nos. 29607, 29608, and 29609 between St. Charles Parish and UCAR Pipeline, Inc.

**WHEREAS**, the Parish of St. Charles is an owner of a certain property as recorded in Entry Nos. 29607, 29608, and 29609; and,

**WHEREAS**, UCAR Pipeline, Inc has requested that the Parish amend the existing Right of Way and Servitude agreement recorded in Entry Nos. 29607, 29608, and 29609 across a portion of said property as more fully described in the agreement and the accompanying exhibits; and,

**WHEREAS**, it is the desire of the St. Charles Parish Council to approve said agreement.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the amendment to the existing Right of Way and Servitude Agreements recorded in Entry Nos. 29607, 29608, and 29609 between St. Charles Parish and UCAR Pipeline, Inc is hereby approved and accepted.

**SECTION II.** That the Parish President is hereby authorized to execute Amendment on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

**YEAS:** LEWIS, WILSON, WOODRUFF, BENEDETTO, COCHRAN, FLETCHER, FISHER-PERRIER

**NAYS:** NONE

**ABSENT:** SCHEXNAYDRE

**ABSTAIN:** HOGAN

And the ordinance was declared adopted this 17th day of November, 2014, to become effective five (5) days after publication in the Official Journal.

**CHAIRMAN:** [Signature]

**SECRETARY:** [Signature]

**DLVD/PARISH PRESIDENT:** 11/19/14

**APPROVED:** ✓ **DISAPPROVED:**

**PARISH PRESIDENT:** [Signature]

**RETD/SECRETARY:** 11/19/14

**AT:** 10:50a **RECD BY:** [Signature]

**RECORDED IN THE ST. CHARLES PARISH  
CLERK OF COURT OFFICE**

**ON** March 20, 2015

**AS ENTRY NO.** 404374

**IN MORTGAGE/CONVEYANCE BOOK**

**NO.** 813 **FOLIO** 828

## AMENDMENT OF RIGHT OF WAY SERVITUDE AGREEMENT

STATE OF LOUISIANA

PARISH OF ST. CHARLES

This Amendment of Right of Way Servitude (the "Amendment") effective November 5, 2014 ("Effective Date") is between **PARISH OF ST. CHARLES**, represented by V. J. St. Pierre, Jr., Parish President, whose mailing address is 15045 Highway 18, P.O. Box 302, Hahnville, Louisiana 70057, (as "Grantor"), and **UCAR PIPELINE INCORPORATED**, a Delaware corporation, whose mailing address is P. O. Box 4286, Houston, Texas 77210-4286 ("UCAR").

### Background

- Grantor and UCAR 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.

- Under the rights granted in the Servitude, UCAR constructed and maintains, inspects and operates two pipelines for the transportation of liquids or gases (the "Original Pipelines"). The Servitude allows UCAR to repair, replacement, change the size of or remove the Original Pipelines.
- UCAR now desires to replace the Original Pipelines with other pipelines of equal diameter (the "Replacement Pipelines") and to abandon the Original Pipelines in place.

With the above in mind, the parties agree as follows:

### Terms and Conditions

- Purpose.** For \$100.00 and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor grants to UCAR the right to lay and construct the Replacement Pipelines, not to exceed 8 inches in diameter, within the existing Servitude and to abandon the Original Pipelines in place. The Original Pipelines and Replacement Pipelines are depicted on the plat marked Exhibit A, attached and made a part of this Amendment.
- Laws.** UCAR will conduct its 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.
- Original Pipelines.** UCAR will fill the Original Pipelines with water and cap the ends.
- Replacement Pipelines.** The Replacement Pipelines will be situated approximately 15 feet from and adjacent and parallel to the Original Pipelines, leaving two operational pipelines situated within the existing Servitude. UCAR will bury the Replacement Pipelines at least 3 feet below the surface of the ground or 3 feet below the bottom of any drainage ditch or canal it may cross. UCAR will replace the land within the Servitude so as to leave same, as nearly as practicable, in the condition in which it was before the work was done.
- Indemnity.** UCAR will indemnify, defend and 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 Replacement Pipelines and the abandonment of the Original Pipelines. This indemnification, however, will 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.

6. **As Built Survey.** Within 6 months following completion of construction of the Replacement Pipelines, UCAR will 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 Replacement Pipelines on Grantor's property, a copy of which survey will be provided to Grantor.
7. **Temporary Work Sites.** The Servitude will include the additional temporary work areas on Grantor's property as depicted on Exhibit "A" (the "Temporary Work Sites") for the construction of the Replacement Pipelines and the abandonment of the Original Pipelines. The Temporary Work Sites will terminate and expire 120 days after the completion and tie-in of the Replacement Pipelines and the abandonment of the Original Pipelines. Upon the completion of its operations, UCAR will make any necessary repairs in order to bring the Temporary Work Sites to as near their original condition as reasonably possible.
8. **Damages.** 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 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.
9. **Notices.** All notices and other communications required or permitted under this Amendment must be in writing and must be sent to the party at that party's address set forth below or at whatever other address the party specifies in writing.

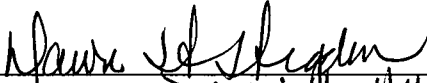
If to Grantor:                      Parish of St. Charles  
    Attention: V. J. St. Pierre, Jr., Parish President  
    15045 Highway 18; or  
    P.O. Box 302  
    Hahnville, Louisiana 70057

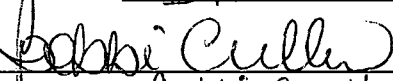
If to UCAR:                         UCAR Pipeline Incorporated  
    Attention: Right-of-Way Department  
    P. O. Box 4286, Houston, Texas 77210-4286  
    Fax: 281-966-405

10. **Entry.** UCAR will give Grantor at least 72 hours prior notice before UCAR's initial entry onto the Servitude to begin abandonment of the Original Pipelines or construction of the Replacement Pipelines.
11. **Ratification.** Except as expressly provided in this Amendment, the terms and conditions of the Servitude continue in full force and effect.
12. **Counterparts.** This Amendment may be signed in counterparts, each one of which is considered an original, but all of which constitute one and the same instrument.
13. **Headings.** Headings are for convenience only and do not affect this Amendment's interpretation.
14. **Interpretation.** This Amendment will be construed as though all parties participated equally in its drafting. Any rule of construction that a document is to be construed against the drafting party will not apply to this Amendment.
15. **Severability.** If any part of this Amendment is for any reason held to be unenforceable, the rest of it remains fully enforceable. If any provision is held unenforceable, the parties will attempt to agree on a valid or enforceable provision that will be a reasonable substitute for the unenforceable provision.
16. **Successors and Representatives.** This Amendment bind and inures to the benefit of the parties and their respective heirs, personal representatives, successor and (where permitted) assignees.

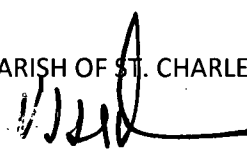
The parties have caused this Amendment to be executed as of the Effective Date.

WITNESSES:

  
Printed Name: DAWN H. HIGDON

  
Printed Name: Bobbi Cullen

PARISH OF ST. CHARLES

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

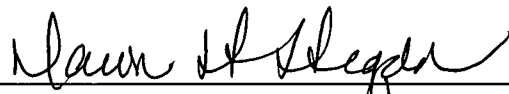
STATE OF LOUISIANA

PARISH OF ST. CHARLES

On this 8<sup>th</sup> day of January, 2017, before me personally appeared **DAWN H. HIGDON**, who, being by me duly sworn, stated under oath that she was one of the subscribing witnesses to the foregoing instrument and that the same was signed by **V. J. ST. PIERRE, JR., PARISH PRESIDENT** of **PARISH OF ST. CHARLES**, and that the foregoing instrument was signed and delivered on behalf of said limited company, Grantor, as above mentioned) in her presence and in the presence of the other subscribing witness.



LEON C. VIAL III  
NOTARY PUBLIC, BAR NO: 13061

  
(Signature)  
DAWN H. HIGDON  
(typed or printed name)

RECORDED IN THE ST. CHARLES PARISH  
CLERK OF COURT OFFICE  
ON March 20, 2015  
AS ENTRY NO. 404374  
IN MORTGAGE/CONVEYANCE BOOK  
NO. 813 FOLIO 828

WITNESSES:

UCAR PIPELINE INCORPORATED

*[Signature]*  
Print Name: LEAH H. DIAL

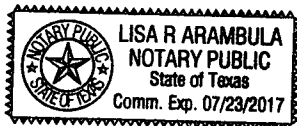
*[Signature]*  
BY: CURTIS M. JOHNSON, PRESIDENT

*[Signature]*  
Print Name: VANESSA STERLING

STATE OF TEXAS

COUNTY OF HARRIS

ON THIS 12<sup>th</sup> day of February, 2015, 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 on 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.

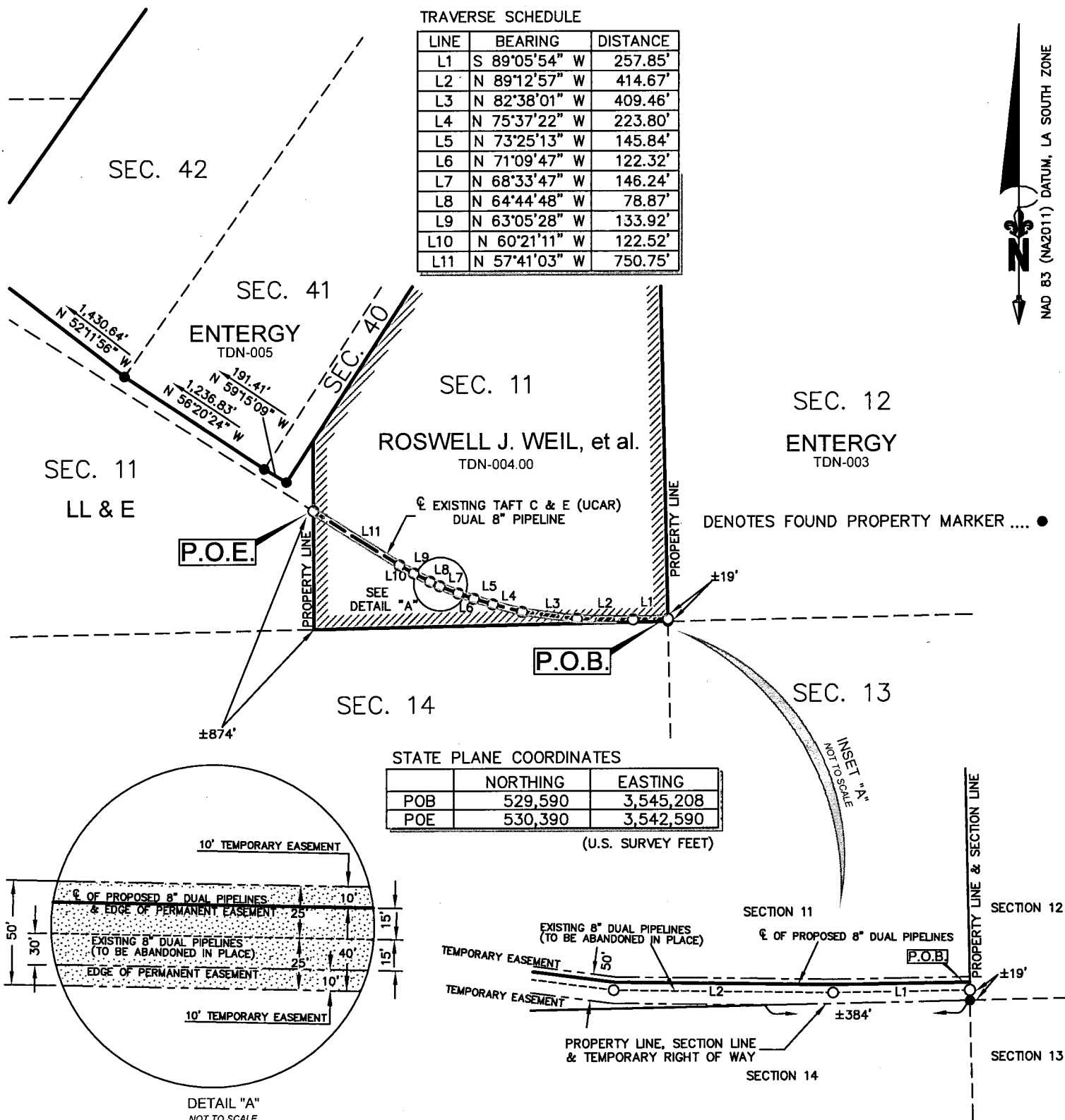


*[Signature]*  
(Signature)  
Lisa R. Arambula  
(typed or printed name)  
Notary ID No. 126592506  
My Commission Expires: 7/23/17

EXHIBIT "A"

TRAVERSE SCHEDULE

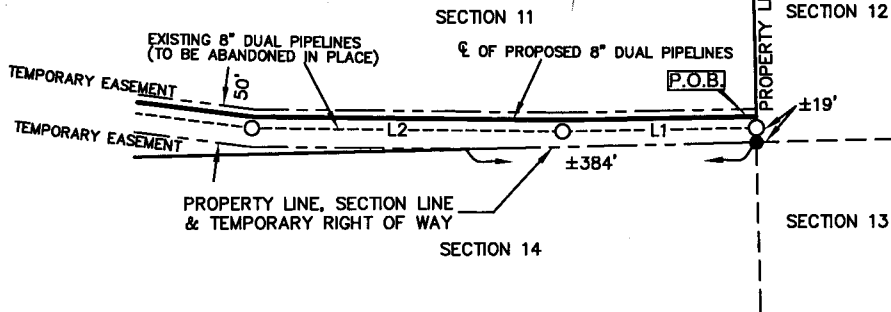
LINE	BEARING	DISTANCE
L1	S 89°05'54" W	257.85'
L2	N 89°12'57" W	414.67'
L3	N 82°38'01" W	409.46'
L4	N 75°37'22" W	223.80'
L5	N 73°25'13" W	145.84'
L6	N 71°09'47" W	122.32'
L7	N 68°33'47" W	146.24'
L8	N 64°44'48" W	78.87'
L9	N 63°05'28" W	133.92'
L10	N 60°21'11" W	122.52'
L11	N 57°41'03" W	750.75'



STATE PLANE COORDINATES

	NORTHING	EASTING
POB	529,590	3,545,208
POE	530,390	3,542,590

(U.S. SURVEY FEET)



SURVEYOR NOTE:

THIS PLAT REPRESENTS MY SURVEY AND MEETS THE STANDARDS OF PRACTICE FOR A ROUTE SURVEY AS STIPULATED IN THE "LOUISIANA ADMINISTRATIVE CODE" TITLE 46, PART LXI.

REFERENCE DRAWING:

SEE MAP BY LANDMARK SURVEYING, INC.  
1400 DEALERS AVENUE, SUITE A, HARRAHAN, LA. 70123  
BEING JOB NO. 01-0438, DRAWING NO. EE-3453  
MAP DATED APRIL 17, 2002.

By *Lamon G. Miller*  
LAMON G. MILLER P.L.S. NO. 4661  
MILLER ENGINEERS & ASSOCIATES, INC.  
601 MAIN ST. FRANKLIN, LA. 70538  
PHONE (337) 828-1950

PLAN SCALE

SCALE: 1"=1000'

1000' 0 500' 1000'

ROSWELL J. WEIL, et al.

LINEAR DIST. 2,806.24 FT. = 170.08 RODS

10' TEMPORARY EASEMENT NORTH - 0.64 AC.

10' TEMPORARY EASEMENT SOUTH - 0.61 AC.

TOTAL - 1.25 AC.

THE DOW CHEMICAL COMPANY  
PROPOSED TEMPORARY PIPELINE EASEMENT

ACROSS THE PROPERTY OF

ROSWELL J. WEIL, et al.

TDN-004.00

CONTAINING 2,806.24 FT. = (170.08 RODS)

SECTION 11, T13S-R19E,

ST. CHARLES PARISH, LOUISIANA

REVISED BY:	DATE:

DATE: 07-30-14  
JOB#: 13638  
FILENAME: 13638 WEIL PLAT  
AFE#: TDN-004.00

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: \_\_\_\_\_