

RES 60

Authorizing the mayor to execute a pipeline servitude and right of way agreement with Louisiana Midstream Gas Services, L.L.C., for the construction and maintenance of an underground pipeline and related facilities on city property, and to otherwise provide with respect thereto.

RESOLUTION NO. _____ OF 2024

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A PIPELINE SERVITUDE AND RIGHT OF WAY AGREEMENT WITH LOUISIANA MIDSTREAM GAS SERVICES, L.L.C., FOR THE CONSTRUCTION AND MAINTENANCE OF AN UNDERGROUND PIPELINE AND RELATED FACILITIES ON CITY PROPERTY, AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

BY: COUNCILMEMBER

WHEREAS, Section 4.17 of the Charter of the City of Shreveport (“City”) contemplates the adoption of a resolution prior to the Mayor’s execution of any contract and/or agreement in which the City is a party and/or has and interest; and

WHEREAS, the City has been requested by MAGNOLIA MIDSTREAM GAS SERVICES, L.L.C. (Magnolia), an Oklahoma limited liability company, to grant a perpetual and exclusive right of use servitude and temporary construction servitudes as referenced in the pipeline servitude and right of way agreement (“agreement”) as shown on Exhibit “A”; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shreveport, Louisiana, in due, legal, and regular session convened, that it hereby authorizes the Mayor Tom Arceneaux’s signature on the abovementioned servitude and right of way agreement.

BE IT FURTHER RESOLVED that if any provision or item of this resolution or the application thereof is held invalid, such invalidity shall not affect other, provisions, items or applications of this resolution which can be given effect without the invalid provisions, items or application, and to this end, the provisions of this resolution are hereby declared severable.

BE IT FURTHER RESOLVED that all resolutions, ordinances, or parts thereof in conflict herewith are hereby repealed.

THUS, DONE AND RESOLVED by the City Council of the City of Shreveport, Louisiana.

APPROVED AS TO LEGAL FORM:

City Attorney’s Office

PIPELINE SERVITUDE AND RIGHT OF WAY AGREEMENT

STATE OF LOUISIANA)
 § KNOW ALL MEN BY THESE PRESENTS
PARISH OF CADDO)

Grantor(s): CITY OF SHREVEPORT
505 Travis Street Suite 300
Shreveport, LA 71101
Tom Arceneaux, Mayor

Grantee: **MAGNOLIA MIDSTREAM GAS SERVICES, L.L.C.**
One Williams Center
Tulsa, OK 74172

FOR AND IN CONSIDERATION of the sum of **Ten Dollars (\$10.00)**, in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged and confessed, the undersigned Grantor (whether one or more), by these presents does grant, bargain, sell and convey unto **MAGNOLIA MIDSTREAM GAS SERVICES, L.L.C.**, an Oklahoma limited liability company, duly authorized to do business in the State of Louisiana as Grantee, its successors and assigns, all of the following:

1. **Servitude.** A perpetual and exclusive right of use, servitude, and right of way forty feet (40) in width (“Servitude”), being twenty feet (20) on either side of the midline, together with all improvements located on, in, over, under, through and across Grantor’s land for the purpose of locating, establishing, constructing, laying, installing, operating, using, maintaining, inspecting, testing, protecting, cathodically protecting, repairing, assigning, restoring, renewing, reconstructing, replacing, substituting, changing, altering, converting, relocating within the Servitude, changing the size of, and removing therefrom one (1) pipeline, together with such appliances, equipment and appurtenant facilities (above and below ground) as from time to time deemed by Grantee to be necessary, useful or convenient in connection with the use and convenient operation of the pipeline, for the transportation of oil, gas, petroleum products, fresh water, saltwater, or any other liquids, gases (including inert gases) or substances which can be transported through said pipeline. The description of the Servitude, the Servitude location, and the land out of which the Servitude is being acquired (“Grantor’s Land”), are described in **Exhibit “A”** attached hereto and made a part for all purposes.

2. Temporary Construction Servitudes. Temporary construction rights of use, servitudes, and right-of- ways ("Temporary Construction Servitudes"), together with all improvements located on, in, over, under, through and across Grantor's Land for the use and occupancy by Grantee, its agents, employees, contractors and subcontractors, only in connection with and during the original construction of any pipeline on the Servitude. The Temporary Construction Servitude shall automatically terminate and revert to the Grantor, free and clear of any right, title or interest in Grantee, upon whichever first occurs: (i) the completion of construction of the pipeline on the Servitude; or (ii) upon one (1) year following the start of construction of the pipeline. The description of the Temporary Construction Servitudes, and the part of Grantor's Land out of which the same is being acquired, are described in **Exhibit "A"** attached and made a part hereof for all purposes, which may be amended from time to time..

3. **Grantee Access.** Grantee shall have the right of ingress and egress to and from Grantor's Land, which right of ingress and egress, except in case of emergency, shall be limited and confined to the boundaries of the Servitude and to the boundaries of the Temporary Construction Servitudes while such Temporary Construction Servitudes remain in effect

4. **Grantee Right to Keep Clear Right of Way.** Grantee shall have the right from time to time to cut all trees, undergrowth, and the other obstructions that, in its judgment, may injure, endanger or interfere with the exercise by Grantee of the rights, privileges and Servitude herein granted and Grantee shall not be liable for damages caused on the Servitude by keeping the Servitude clear of trees, undergrowth and brush in the exercise of the rights herein granted. Notwithstanding any other rights and obligations stated herein, Grantor shall have no right to payment for damage to any trees under this section, included trees considered as a growing crop. Prior to access by Grantee to the area affected by the subject servitude, said access shall be coordinated with The City of Shreveport Right of Way Coordinator at (318) 673-6048, except in the case of an emergency.

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5. **Grantee's Cathodic Protection.** Grantee shall have the right to cathodically protect the pipeline within the boundaries of the Servitude, and to install and maintain above-ground pipeline markers, vent pipes, and cathodic protection devices, power poles and test leads within the boundaries of the Servitude at fence lines, property lines, creek crossings, road crossings, railroads and at any other location as required by law.

6. **Pipeline Depth.** The pipeline will be buried to a minimum depth of thirty-six (36) inches below the surface of the ground at the time of construction and any then existing drainage ditches, creeks and roads, measured from the top of the pipe to the surface of the ground. At those locations where rock is encountered, the pipeline may be buried at a lesser depth.

7. **Initial and Future Damages Caused by Grantee.** Except as set forth in Paragraph 5 above and after the initial construction, Grantee agrees to pay Grantor for all future damages to livestock, crops, improvements or other property of Grantor permitted to be located on the Servitude by the terms hereof where such damage is caused by Grantee or its agents, servants, employees, contractors or subcontractors in performing such future construction or other pipeline related activities on the Servitude. Grantor agrees and understands Grantee's consideration acknowledged and paid does include payment of and for all initial damages caused by the initial construction of the pipeline and appurtenances, if any, including temporary work space, crop, timber and land surface damages.

8. **Restrictions on Grantor Use of Servitude.** Without prior, written consent of the Grantee, Grantor shall not construct or permit construction within the boundaries of the Servitude, and Grantee shall have the right to prevent the construction within the boundaries of the Servitude and the right to remove therefrom, any and all types and sizes of houses, barns, buildings, constructions permanently attached to the ground, structures, permanent impoundments of water, and natural or man-made obstructions, including trees, brush, roots and other growth. Grantor shall not, nor permit third parties to, change the grade of the land or remove the cover over the pipeline or excavate on or near the Servitude without prior, written consent of the Grantee.

9. **Grantor Reservation of Rights to Servitude.** Grantee does not acquire by this Servitude and Right of Way Agreement, but expressly takes subject to and Grantor reserves to Grantor and to Grantor's heirs, successors and assigns, each and all of the following rights in and to Grantor's Land:

- (a) All oil, gas, sulphur, uranium, fissionable materials, and other minerals ("Grantor's Minerals") under the surface of the Servitude to be acquired. Grantor shall not be permitted to explore, drill, mine, produce or operate for Grantor's Minerals on the surface of the Servitude, but will be permitted to extract Grantor's Minerals from under the Servitude by directional drilling or other means, from land located outside the boundaries of the Servitude, so long as Grantee's use of the Servitude for the purposes is not disturbed and the pipelines and facilities located thereon are left with proper, sufficient and permanent support and are not endangered, obstructed, injured or interfered with; and
- (b) The right to pass back and forth across the Servitude on foot or in passenger cars and trucks; the right to plant, grow and harvest crops and gardens thereon and graze livestock on the Servitude. Such use and enjoyment shall not interfere with Grantee's use thereof by which this Servitude and right is granted.

10. **Grantee Withholding of Certain Taxes.** The Internal Revenue Code provides that a Grantee of a real property interest in the United States must withhold tax if the Grantor is a foreign person. Each Grantor hereby certifies under oath and subject to penalties of perjury that such Grantor is not a foreign person, foreign corporation, foreign trust or foreign estate, for purposes of Internal Revenue Code compliance.

11. **Special Provisions.** Grantee recognizes Grantor's business at hand, and will make every reasonable effort not to substantially interfere and/or hinder the daily operations of said business.

12. **Grantee Assignment.** Grantee, and Grantee's successors and assigns, have the right to assign or transfer this Pipeline Servitude and Right of Way Agreement, and all rights granted or created herein, in whole or in part to or among one or more persons, with each such person having the full rights and privileges herein granted, to be owned and enjoyed either in common or in severality.

13. **Related Defaults by Grantor.** In the event of default of payment by Grantor of any mortgage, deed of trust, taxes or any amount secured by lien on the above described lands, the Grantee shall have the right, but not the obligation, at any time, to redeem for Grantor said lands described above and, upon such redemption, Grantee shall be subrogated to the rights of the holder of such mortgage, deed of trust or other lien with respect to said lands.

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14. Binding Effect. The terms and conditions hereof shall extend to and be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, devisees, successors, and assigns.

15. Entire Agreement. Subject to the terms hereof, Grantee shall have all other rights and benefits necessary, convenient or useful for the full and complete enjoyment and use of the Servitude for the purposes stated herein, including the right to all subsurface lateral support on other adjoining lands of Grantor that are necessary to maintain the pipeline. This document fully sets forth the terms and conditions mutually agreed to by the parties and there are no other oral or written agreements between the Grantor and Grantee which modify, alter or amend this Servitude and Right of Way Agreement.

TO HAVE AND TO HOLD the Servitude together with all and singular the rights, privileges and appurtenances in anywise belonging unto Grantee, its successors and assigns, forever. The Servitude, as such, shall run with the land and be binding upon, inure to the benefit of, and be enforceable by Grantee and its successors and assigns forever. Grantor does bind Grantor, Grantor's heirs, successors and assigns to warrant and forever defend all and singular the Servitude unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Subject to the Louisiana law concerning termination of real rights in property other than ownership for 10 years non-use, non-use of less than ten years or limited use of the rights granted in this document shall not prevent the Grantee from later use of the rights granted herein, and the rights granted in this document may only be abandoned by Grantee through the use of a written statement indicating Grantee's clear intention to abandon certain rights, and only such rights clearly indicated as being abandoned in such written statement shall be abandoned, with all other rights granted reserved to Grantee, its successors and assigns. Upon such termination of the rights granted herein, Grantee shall have the right, at Grantees option, to remove the pipeline and associated equipment within a period of one year from such termination and shall reasonably restore the surface as near as practicable to its natural state or to abandon ownership of the pipeline at which time the ownership of the pipeline reverts to the owner of the land at the time of abandonment.

[SIGNATURES ON THE NEXT PAGE]

Prepared by: Williams Pipeline Services Company, L.L.C.- One Williams Center Tulsa, Oklahoma 74172

Springridge / Haynesville
23 PL Greenwood Lat 1 to Lat 2-1
Tract #7

Vs20170420 Page 3 of 6

IN WITNESS WHEREOF, Grantor has set its hand this ____ day of _____ 2024.

WITNESSES:

GRANTOR:
CITY OF SHREVEPORT

Sign: _____
Print: _____

Tom Arceneaux, Mayor

Sign: _____
Print: _____

WITNESSES:

ACKNOWLEDGEMENT

STATE OF LOUISIANA)

PARISH OF CADDO)

On this the _____ day of _____, 2024, personally came and appeared before me, the undersigned Notary Public in and for said County and State, the within named **Tom Arceneaux**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the Mayor of the **CITY OF SHREVEPORT** and acknowledged that he, being thereunto duly authorized, signed and delivered said instrument as the voluntary act and deed of said company the day and year therein mentioned.

Given under my hand and office seal the day and year last above written.

Notary Public
State of Louisiana, Parish of Caddo

My commission expires _____

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Springridge / Haynesville
23 PL Greenwood Lat 1 to Lat 2-1
Tract #7

Vs20170420 Page 4 of 6

IN WITNESS WHEREOF, Grantee has set its hand this ____ day of _____ 2024.

WITNESSES:

GRANTEE:

MAGNOLIA MIDSTREAM GAS SERVICES, L.L.C.

Print: _____

By: STACI ANDERSON
Its: Sr. Land Representative
West Land / Central

Sign: _____

Print: _____

ACKNOWLEDGEMENT

STATE OF LOUISIANA)

PARISH OF CADDO)

On this the _____ day of _____, 2024, personally came and appeared before me, the undersigned Notary Public in and for said County and State, the within named Staci Anderson, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the Sr. Land Representative, West Land / Central of **MAGNOLIA MIDSTREAM GAS SERVICES, L.L.C.** and acknowledged that he, being thereunto duly authorized, signed and delivered said instrument as the voluntary act and deed of said company the day and year therein mentioned.

Given under my hand and office seal the day and year last above written.

Notary Public
State of Louisiana, Parish of Caddo

My commission expires _____

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Springridge / Haynesville
23 PL Greenwood Lat 1 to Lat 2-1
Tract #7

Vs20170420 Page 5 of 6

EXHIBIT "A"

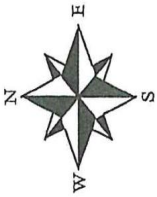
[TO BE ATTACHED]

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Springridge / Haynesville
23 PL Greenwood Lat 1 to Lat 2-1
Tract #7

Vs20170420 Page 6 of 6

SECTION 13, T17N-R15W CADDO PARISH, LOUISIANA



GRAPHIC SCALE 1"=100'

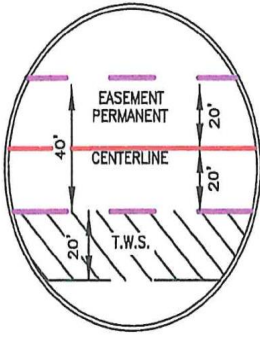


TRACT 0006.000
David E. Meredith, Et Ux
and Arlenzia L. Cummings, Et Ux
Residue of called 70.642 acres
File No. 1371160

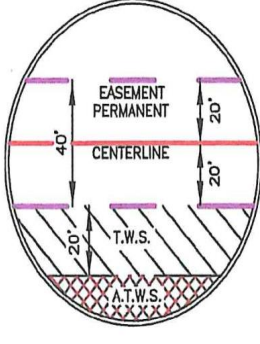
P.O.B.
N: 7183347.18
E: 2862206.08
LAT: 32.4675282
LON: 93.8573610

TRACT 0007.000
City of Shreveport
called 34.891 acres
File No. 645649

TRACT 0008.000
Red Oak Timber
Financial LLC
File No. 1960594



PIPELINE DETAIL "A"
N.T.S.



PIPELINE DETAIL "B"
N.T.S.

P.O.T.
N: 717898.11
E: 2862283.87
LAT: 32.4662966
LON: 93.8570905

LINE NO.	BEARING	DISTANCE
L1	S01°45'29"W	312.98'
L2	S32°40'47"E	161.86'

I CERTIFY THAT THIS PLAT IS AN ACCURATE REPRESENTATION OF AN ACTUAL ON-THE-GROUND SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS STIPULATED IN LAC TITLE 46:IX(82909 FOR CLASS D ROUTE SURVEY.



BRANDON C. CLYNCH, P.L.S. #4877 / DATE 11/22/23

LEGEND	
—	PERMANENT EASEMENT
—	WORKSPACE EASEMENT
—	VALVE SITE EASEMENT
—	OVERHEAD ELECTRIC
—	R.O.W./PROPERTY LINE
—	EXISTING FOREIGN PIPELINE
TOTAL LINEAR FEET = 474.84'	
TOTAL RODS = 28.78	
PERMANENT EASEMENT = 0.436 ACRE	
TEMPORARY WORKSPACE = 0.247 ACRE	
ADD. 10,773 SQ. FT.	
= 21,804 SQ. FT.	



4901 E End Blvd,
Marshall, Tx 75672
www.mtxsurveying.com
903.471.8391
TBEPLS Firm No. 10120600
LAPELS Firm No. 846

MAGNOLIA MIDSTREAM GAS SERVICES, L.L.C.
23 PL GREENWOOD LAT1 TO LAT2
CITY OF SHREVEPORT

TRACT 0007.000

DRAWN BY:	CRM	DATE	11/02/23	APE	—	SEGMENT ID:	SEGMENT ID
CHECKED BY:	CT	DATE	11/02/23	SHEET:	1 OF 1	REVISION:	0
APPROVED BY:	BCC	DATE	11/02/23	SHEET NAME:	230468_0006.000_SHREVEPORT		

NOTES
1. COORDINATES, BEARINGS, AREAS, AND DISTANCES SHOWN ON THIS PLAT ARE BASED ON THE LOUISIANA STATE PLANE COORDINATE SYSTEM, NORTH ZONE (1701), NAD 1983.
2. EXISTING UTILITIES ARE SHOWN IN CONFORMANCE WITH THE STANDARD PRACTICES OF THE PROFESSION. PREVIOUS MAPS AND SURVEY CONTRACTORS SHALL VERIFY EXACT LOCATION AND ELEVATION PRIOR TO CONSTRUCTION. ALL WORK SHALL BE DONE IN ACCORDANCE WITH ALL OTHER UTILITY COMPANIES AT LEAST 2 WORKING DAYS (48 HOURS) PRIOR TO CONSTRUCTION.
3. OWNERSHIP PROVIDED BY OTHERS.