

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF LOUISIANA  
LAKE CHARLES DIVISION**

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ROBERT LEE BOUDREAUX

CIVIL ACTION NO. 18-0956

VERSUS

JUDGE DONALD E. WALTER

AXIALL CORP., ET AL.

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MAGISTRATE JUDGE KAY

**MEMORANDUM ORDER**

Before the Court is a Motion for Partial Summary Judgment on Servitude Issues filed by the Plaintiff, Robert Lee Boudreaux. See Record Document 231. Defendants, Eagle US 2 LLC (“Eagle”), Axiall Corporation, and Axiall, LLC, oppose the motion. See Record Document 257.

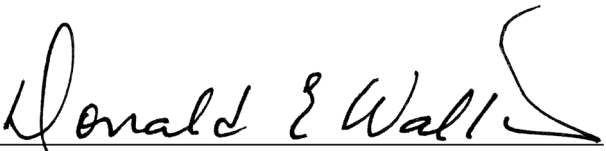
Plaintiff requests that the Court make the following legal determinations: (1) the 10-inch brine pipeline was installed and operated pursuant to a 1946 agreement recorded in the conveyance records of Calcasieu Parish (“1946 Servitude Agreement”); (2) the 16-inch brine pipeline was installed and operated pursuant to a 1965 right of way agreement recorded in the conveyance records of Calcasieu Parish (“1965 Servitude Agreement”); (3) the 1946 Servitude Agreement and 1965 Servitude Agreement, together with Louisiana suppletive law (where applicable), govern the obligations owed by Eagle, as the dominant estate holder, to the Plaintiff, as the servient estate holder; (4) the 1965 Servitude Agreement terminated by its own terms after the filing of this lawsuit; and (5) as a result of this termination, Eagle is obligated under the plain terms of the 1965 Servitude Agreement to promptly remove its 16-inch brine pipeline and any other associated equipment from the Plaintiff’s land. See Record Document 231-1 at 5-6.

The Court previously determined that Plaintiff compromised his claim for breach of contract. See Record Documents 285 and 286. This would include a claim for breach of either

the 1946 Servitude Agreement or 1965 Servitude Agreement. It is apparent to the Court that the Plaintiff has requested the legal determinations above to support his breach of contract claim. However, with the dismissal of that claim, Plaintiff's damages are limited to the remedies provided for property damage claims under Louisiana law.

Based on the foregoing reasons, Plaintiff's motion (Record Document 231) is hereby **DENIED AS MOOT.**

**THUS DONE AND SIGNED**, this 9th day of May, 2022.

  
DONALD E. WALTER  
UNITED STATES DISTRICT JUDGE