



St. John The Baptist
Eliana DeFrancesch, Clerk of Court
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0004 Pages
0000343157-CO

SERVITUDE OF PASSAGE

UNITED STATES OF AMERICA

BY: CVM HOLDING COMPANY, INC.

STATE OF LOUISIANA

TO: ST. JOHN THE BAPTIST PARISH

PARISH OF ST. JOHN THE BAPTIST

CVM HOLDING COMPANY, INC., a Louisiana corporation, domiciled in Garyville, Louisiana, represented by Carl V. Monica, President, duly authorized by resolution of its Board of Directors, a copy of which is attached (hereinafter referred to as Grantor)

And

ST. JOHN THE BAPTIST PARISH, appearing herein through its duly authorized Parish President, (hereinafter referred to as Grantee) hereby agree and covenant as follows:

Grantor hereby declares that it grants unto Grantee, its successors and assigns, a certain 15 foot predial servitude of passage for the purpose of a bike and walking path over and across property in St. John the Baptist Parish, Louisiana, specifically described as "SERVITUDE PART TWO" on a survey plat of Ralph P. Fontcuberta, Jr., Land Surveyor, attached hereto as Exhibit 1.

It is stipulated and agreed that the right of use of the passageway herein described and granted herein is intended to and does confer on the grantee only the right to use said passageway to the extent herein provided, and that no right of ownership of any nature is transferred to grantee in an to the lands over and across which said passageway traverses; the ownership of said lands and said passageway being vested in grantor. It is further understood that Grantee intends to have the path improvements constructed according to the specifications within the construction contract documents as per the funding source so that the public may use said passageway for its intended use within two (2) years from the date of this agreement.

As an additional consideration for this servitude agreement, Grantee agrees to maintain said servitude for its intended purpose and shall be responsible for trash and debris removal within said servitude. Grantor reserves the right to notify Grantee in writing should there be an unreasonable accumulation of trash and/or debris within said servitude and shall provide Grantee fifteen (15) days from such notice to remove said trash and/or debris from the servitude. In the event Grantee fails to remove said trash and/or debris from the servitude within fifteen (15) days after receipt of written notice from Grantor, Grantor shall have the right to remove said trash and/or debris from the servitude and the actual reasonable out of pocket expense for same may be forwarded to Grantee for payment.

THUS DONE AND PASSED on the day, month and year first above written in the presence of the undersigned competent witnesses, after reading of the whole.

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WITNESSES:

[Signature]
Antia Riccardi

CVM HOLDING COMPANY, INC.

Carl V. Monica
GRANTOR

WITNESSES:

[Signature]
[Signature]

ST. JOHN THE BAPTIST PARISH

BY: Natalie Robottom
PARISH PRESIDENT, GRANTEE



ACKNOWLEDGMENT BY WITNESS

BEFORE ME, the undersigned authority, this day personally came and appeared _____, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who, being first duly sworn, says that he/she subscribed his/her name to the foregoing instrument as a witness and that he/she knows the Grantor and Grantee to be the identical persons who executed the same and saw Grantor and Grantee sign their names as their voluntary act and deed, and for the purposes and considerations therein expressed, and his/his/her presence and in the presence of the other subscribing witness.

Sworn to and subscribed before me this 29th day of April, 2016.

[Signature]
NOTARY PUBLIC
M. Jason Akers
La. Bar No. 31,582

RESOLUTION

RESOLVED, that Carl V. Monica, President, be and he is hereby authorized and directed to execute an Act of Servitude of Passage to St. John the Baptist Parish over and across the following described property:

A certain 15 foot predial servitude of passage over and across property owned by CVM Holding Company, Inc. located in St. John the Baptist Parish, Louisiana as more specifically identified as "SERVITUDE PART TWO" and shown and described on survey plat attached hereto as Exhibit 1.

Said officer is authorized to incorporate in said servitude such terms, conditions and agreements as said officer shall deem necessary and proper in his sole and uncontrolled discretion; to sign all papers, documents and acts necessary in order to convey the hereinabove described servitude; to do any and all things the said officer, in his sole and uncontrolled discretion, deems necessary and proper in connection herewith.

CERTIFICATE

I, Samuel J. Accardo, Jr., Secretary of CVM Holding Company, Inc. do hereby certify that the above and foregoing is a true and correct copy of a resolution adopted by the Board of Directors of this corporation at a meeting held on April 27, 2016, with a quorum of the board present and that said resolution has not been revoked and is in full force and effect.

Witness my hand on this 27th day of April, 2016.


SECRETARY

