



ST JOHN THE BAPTIST PARI
ELIANA DEFRANCESCH Clerk of Court
I certify that this is a true copy of the
original filing that was recorded on:
11/22/2017 8:37AM
355274-CO

Deputy Clerk

[Signature] #82951

ST. JOHN

THE BAPTIST PARISH

1801 W. Airline Highway
LaPlace, LA 70068
(985) 652-9569

**SERVITUDE AGREEMENT FOR MAINTENANCE
BETWEEN
ST. JOHN THE BAPTIST PARISH
AND
DELTA LANDS SERVICES, L.L.C.**

THIS SERVITUDE AGREEMENT FOR MAINTENANCE ("Agreement"), is made and entered into on this 10th day of October, 2017 by and between **Delta Land Services, L.L.C.** (the "Grantor"), and **St. John the Baptist Parish** (the "Grantee"), as follows:

BACKGROUND

A. Grantor is the owner of that certain parcel of ground located in St. John the Baptist Parish, Louisiana, designated as Tract DLS-1, which includes Belle Pointe Conservation Servitude A and Belle Pointe Conservation Servitude B, all as shown on that certain survey by Cletus Langlois, P.L.S., dated May 24, 2017 and entitled "Plat Showing the Defined Limits of Belle Pointe, Parish Maintenance Areas "A," "B," "C" & "D" Located in Sections 77, 78, 79, 80, 81, 82, 100 & 101, Township 11 South Range 7 East, Southeastern Land District, East of the Mississippi St. John the Baptist Parish, State of Louisiana for Delta Land Services," a copy of which is attached hereto as Exhibit A and incorporated herein by reference (the "Servient Estate").

B. The Servient Estate, a portion of which is a wetlands mitigation bank, is (in part) subject to a conservation servitude.

C. In exchange for Grantee's establishment of screw gate culverts adjacent to the Servient Estate, Grantor desires to establish a predial servitude over the Servient Estate to allow Grantee to conduct limited, ongoing maintenance activities thereon, all as more fully set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Servitude Location and Nature.** Grantor does hereby grant in favor of the Grantee a predial servitude for ongoing maintenance activities on the Servient Estate (the "Servitude"). The Servitude shall be over and across the shaded areas set forth Exhibit A, more specifically labeled thereon as Belle Pointe, Parish Maintenance Area "A", Belle Pointe, Parish Maintenance Area "B", Belle Pointe, Parish Maintenance Area "C", and Belle Pointe, Parish Maintenance Area "D", and more fully described in the metes and bounds descriptions of each attached hereto as collective Exhibit B (the "Areas"). The Servitude is strictly limited to the aforementioned Areas, with Grantee specifically acknowledging that

due to the nature of the Servient Estate, its utilization of any other portions of the Servient Estate would cause irreparable harm to Grantor. Moreover, Grantee shall utilize the servitude **only** to conduct routine maintenance activities thereon including mowing with a bush hog or substantially similar equipment, spraying with herbicide, ingressing and egressing to the sewer station, and maintaining the access road. For clarity, this Agreement grants the Grantee the right to conduct routine maintenance only and grants the Grantee no other right to engage in any other activities on the Servient Estate other than as specifically described herein. Grantee expressly acknowledges that any additional activities other than those specifically permitted hereby may require permitting from federal and/or state agencies or entities.

2. **Acknowledgement of Conservation Servitude.** Grantee acknowledges that all or portions of the Servient Estate are located within the confines of and/or area covered by the following Conservation Servitudes (the "Conservation Servitude Area"): (1) that certain Conservation Servitude filed and recorded on August 31, 2016, as Original Instrument Number 0000345729, of the records of St. John the Baptist Parish, Louisiana and (2) that certain Conservation Servitude filed and recorded on February 9, 2017, as Original Instrument Number 0000348844, of the records of St. John the Baptist Parish, Louisiana. Notwithstanding anything herein to the contrary, Grantee shall not take any actions which would violate the terms and conditions of the aforementioned Conservation Servitude(s) and/or any rules, regulations or restrictions imposed by the United States Army Corps of Engineers and/or any state agency, whether associated with said Conservation Servitude(s) or otherwise.

3. **Non-Routine Maintenance.** This Agreement does not give Grantee the right to perform any work within the Areas other than routine maintenance. Should Grantee determine a need to conduct any work other than routine maintenance on the Servient Estate, including the Areas, Grantee shall seek written consent from both Grantor and the United States Army Corps of Engineers prior to commencement of any such work. Additionally, Grantee shall provide detailed plans if needed to avoid damage to the Conservation Servitude Area as well as be responsible for any and all conditions required by the United States Army Corps of Engineers and/or any other state or federal agency, including by not limited to the Louisiana Department of Natural Resources, in compliance with the Section 404 permit associated with the Conservation Servitude Area and/or the Section 404 permit required by Grantee's activities within the Conservation Servitude Area.

4. **Emergency Activities.** In the event that an emergency situation requires Grantee to perform non-routine maintenance, Grantee agrees to immediately thereafter apply for all permitting required for such activities from all applicable federal and/or state agencies or entities.

5. **Term and Revocability.** This Agreement shall continue in effect until revoked by Grantor or Grantee. This Agreement is fully and immediately revocable at the will of Grantor or Grantee upon written notice to the other party.

6. **Installation of Screw Gate Culverts.** In exchange for the servitude rights granted by Grantor in this Agreement, Grantee hereby covenants and agrees to install screw gate culverts into the ditch tow maintained by Grantee as shown on the map attached hereto as Exhibit A. Grantee agrees to obtain all necessary required permits for such installation of screw gate culverts.

7. **Indemnification.** Grantee agrees on its own and direct responsibility to indemnify and hold Grantor, its successors and assigns, harmless from any and all claims, charges and actions arising

out of the exercise by Grantee, its agents or assigns or subcontractors, of the rights herein acquired, as well as arising out of any other actions or activities taken by Grantee on property owned by Grantor, either before, during or after the term of this Agreement.

8. **Acknowledgement of No Servitude or Acquisitive Prescription.** Grantee further agrees, stipulates and acknowledges that any activities it may conduct on Grantor's property pursuant to this Agreement shall not result in the acquisition by Grantee of a permanent servitude or easement, for drainage or otherwise, over property of Grantor, pursuant to La. R.S. 38:113 or any other state or federal statute or code article, or local ordinance or regulation, or any jurisprudence interpreting any such statute, code article, ordinance or regulation. Grantee further acknowledges that it has no servitudes or easements on the Subject Property other than those shown as Maintenance Areas "A," "B," "C" & "D" on the map attached hereto as Exhibit A, and described in the metes and bounds descriptions on Exhibit B hereto.

9. **Miscellaneous.**

a. Nothing contained in this Agreement shall be deemed to create a gift or dedication of all or a portion of the Servient Estate to the public or for any public use or public purpose whatsoever.

b. This Agreement may be executed in any number of counterparts, each of which when executed by the parties, hereto and delivered shall be deemed to be an original, and all such counterparts taken together shall be deemed to be but one and the same instrument.

c. This Agreement has been drafted with the joint participation of the parties hereto and shall be construed to be neither against nor in favor of either party, but rather shall be construed in accordance with the fair meaning thereof.

d. Each Exhibit referred to herein and attached hereto is an integral part of this Agreement and is incorporated herein by this reference.

e. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

f. The laws of the State of Louisiana shall govern the interpretation, validity, performance and enforcement of this Agreement.

THUS DONE AND SIGNED at LaPlace, Louisiana on the day, month and year first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 10th day of October, 2017.

WITNESSES:

D. Winship Songy
Printed Name:

D. Winship Songy
Paul Bergeson
Printed Name:

[Signature]

WITNESSES:

Megan Collins
Printed Name:

Megan Collins
Deanna Schexnayder
Printed Name:

Deanna Schexnayder

Grantor:

DELTA LAND SERVICES, L.L.C.

By: [Signature]

Name: George Guerin

Title: COO

Grantee:

PARISH OF ST. JOHN THE BAPTIST

By: [Signature]

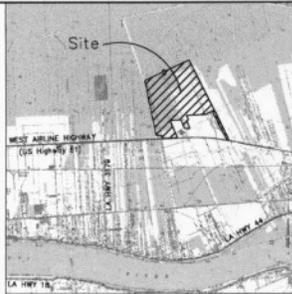
Name: Natalie Robottom

Title: Parish President

Exhibit A
Survey

See Attached

- BELLE POINTE, PARISH MAINTENANCE AREA BREAKDOWN**
- BELLE POINTE, PARISH MAINTENANCE AREA "A"**
-SEW-HIGH LEAK AS REQUIRED
-STORM CLEAN-OUT AS REQUIRED
 - BELLE POINTE, PARISH MAINTENANCE AREA "B"**
-SEW-HIGH SIDE OF ROAD, SEWER TANKS AS REQUIRED
-STORM CLEAN-OUT AS REQUIRED
-ROAD REPAIRS AS REQUIRED
 - BELLE POINTE, PARISH MAINTENANCE AREA "C"**
-SEW-HIGH LEAK AS REQUIRED
-STORM CLEAN-OUT AS REQUIRED
 - BELLE POINTE, PARISH MAINTENANCE AREA "D"**
-SEW-HIGH AS REQUIRED



VICINITY MAP SCALE: 1"=4000'

GENERAL NOTES:

- This survey conforms to current standards of practice as defined in Survey Rules, Title 48, Chapter 25 of Professional & Occupational Standards for Professional Engineers and Surveyors in the State of Louisiana.
- Readings based on State Plane Coordinate System (NAD 83/96).
- Utility locations were not within the scope of this survey.
- No adjacent has been made by Public Engineers & Surveyors, Inc. to verify the actual and existing, easements, right-of-way or other incidents on the property shown other than that furnished to this office by the representation of the owner. The presence or non-presence of easements not indicated or recorded by deed or plat on the property shown on this map is the responsibility of the owner.
- Owners, potential buyers or other interested parties should be aware that this is the location of the property shown on this map and not the actual location of the property.
- Adjacent property information is shown for reference purposes only and does not represent the accuracy or warranty of, and is not to be relied upon for any purpose other than general information.

REFERENCE MAP:

- Survey done by J.L. Wells & Sons, Inc., dated February 18, 1894.
- Third Plat Showing the Re-division of a Part of Belle Pointe Parish into Townships 11 North, Range 7 East, Township 11 South, Range 7 East of the Meridian, St. John the Baptist Parish, State of Louisiana for Eastern Parishes and Industrial Properties Company, L.L.C. by Public Engineers and Surveyors, Inc. (Delta Land Services, R.L.S.) dated March 12, 2014.
- Third Showing the Defined Limits of Belle Pointe Conservation Servitude's A, B & C located in Sections 17, 18, 19, 20 & 21, Township 11 South, Range 7 East, Southeastern Land District, East of the Meridian, St. John the Baptist Parish, State of Louisiana for Delta Land Services, Inc. by Public Engineers and Surveyors, Inc. (Delta Land Services, R.L.S.) dated September 10, 2015.
- Third Showing the Defined Limits of Belle Pointe Conservation Servitude's A & B located in Sections 17, 18, 19, 20 & 21, Township 11 South, Range 7 East, Southeastern Land District, East of the Meridian, St. John the Baptist Parish, State of Louisiana for Delta Land Services, Inc. by Public Engineers and Surveyors, Inc. (Delta Land Services, R.L.S.) dated September 10, 2015 with latest revision date of September 23, 2015.

REFERENCE BEARING (°):
Bearings based on State Plane Coordinate System (NAD 83/96)

ZONING:

St. John the Baptist Parish Zoning: D-3 (Commercial District Third)

Setback	0'
Front	20'
Rear	0'
Side	0'

St. John the Baptist Parish Zoning: R-1 (Residential District First)

Setback	25'
Front	10'
Rear	10'
Side	10'

St. John the Baptist Parish Zoning: Rural (Rural District)

Setback	10'
Front	0'
Rear	0'
Side	0'

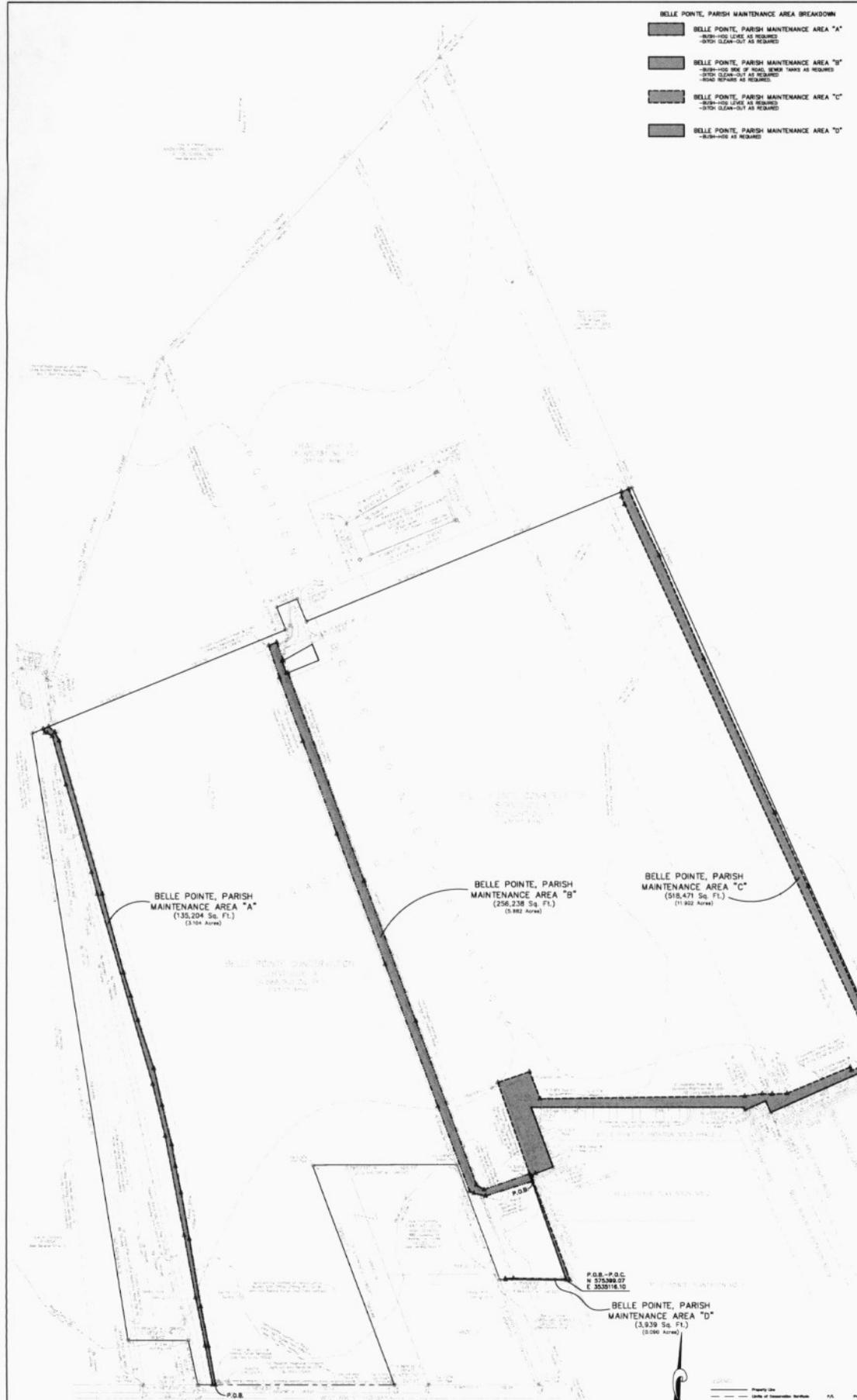
ZONING REQUIREMENTS AND SETBACK REQUIREMENTS ARE BEING FURNISHED AS INFORMATION ONLY AND SHOULD BE CONFIRMED WITH LOCAL GOVERNING AUTHORITY PRIOR TO ANY DEVELOPMENT, DESIGN OR CONSTRUCTION.

BUILDING LINES:
Building Lines given by Reference Maps are shown. Building Lines not shown are given by Reference Maps shown as required by CODEBOOK, Subchapter 8 Zoning Ordinance and are indicated by (F.L.).

BUILDING SETBACK REQUIREMENTS ARE BEING FURNISHED AS INFORMATION ONLY AND SHOULD BE CONFIRMED WITH LOCAL GOVERNING AUTHORITY PRIOR TO ANY DEVELOPMENT, DESIGN OR CONSTRUCTION.

PLAT SHOWING THE DEFINED LIMITS OF BELLE POINTE, PARISH MAINTENANCE AREAS "A", "B", "C" & "D"
LOCATED IN SECTIONS 17, 18, 19, 20, 21, TOWNSHIP 11 SOUTH, RANGE 7 EAST, SOUTHEASTERN LAND DISTRICT, EAST OF THE MERIDIAN, ST. JOHN THE BAPTIST PARISH, STATE OF LOUISIANA

DELTA LAND SERVICES



This Plat may not be used in any other way or form without the express written permission of Patin Engineers & Surveyors, Inc. Use for any other purpose shall be at user's sole risk, without any liability to Patin Engineers & Surveyors, Inc. Any use or reproduction made by the user without the written authorization of Patin Engineers & Surveyors, Inc. shall void this Plat.

PESI
PATIN ENGINEERS & SURVEYORS INCORPORATED

1111 HOSPITAL ROAD, SUITE D
NEW ROADS, LA 70767
OFFICE: (225) 387-2167

208 St. P. ARMAND
17-060

FLOOD ZONE:
The subject property is located in Flood Zone "A" & "X" as shown on the latest map of the Federal Emergency Management Agency Flood Insurance Rate Map (FIRM) Community Panel No. 22020-02200100, by the Federal Emergency Management Agency, dated August 1, 2013.

CERTIFICATION:
AS THE SURVEYOR OF BELLE POINTE, I HAVE BEEN AWARE OF THE LIMITS OF THE BELLE POINTE, PARISH MAINTENANCE AREAS "A", "B", "C" & "D" AND HAVE BEEN ADVISED BY THE BELLE POINTE, PARISH MAINTENANCE AREAS COMMITTEE, A DIVISION OF DELTA LAND SERVICES, THAT THE BELLE POINTE, PARISH MAINTENANCE AREAS "A", "B", "C" & "D" ARE LOCATED BY A 100' BUFFER OR ACTUAL MEASUREMENT FROM THE BELLE POINTE, PARISH MAINTENANCE AREAS "A", "B", "C" & "D" AS SHOWN ON THE PLAT.

Delta Land Services, R.L.S.
Laplace, Louisiana, No. 4233

DELTA LAND SERVICES

LEGEND:

Property Line	AA	Property Line
Right-of-Way Line	AB	Property Line
Setback Line	AC	Property Line
Utility Line	AD	Property Line
Setback Line	AE	Property Line
Setback Line	AF	Property Line
Setback Line	AG	Property Line
Setback Line	AH	Property Line
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Setback Line	AJ	Property Line
Setback Line	AK	Property Line
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Setback Line	CB	Property Line

Exhibit B
Metes and Bounds Descriptions

See Attached

METES & BOUNDS:

Belle Pointe "Lift Station"

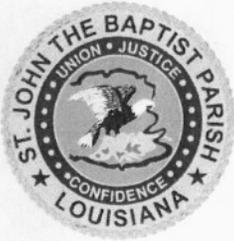
A certain tract or parcel of land designated as "Belle Pointe "Lift Station"" located in Section Seventy-Seven (77), Township Eleven South (T-11-S), Range Seven East (R-7-E), Southeastern Land District, East of the Mississippi River, St. John The Baptist Parish, State of Louisiana, containing 86,859 Sq. Ft. (1.994 Acres). Said tract or parcel is more particularly described as follows:

Commencing at a point (P.O.C.) being a placed one-half inch diameter iron pipe being on the Westerly limits of Jackson Ave and having a State Plane Coordinate of North 575399.07 feet, East 3535116.10 feet; thence North 20°41'37" West (Title Bearing: North 20°30'00" West) along said Westerly limits of Jackson Ave a distance of 741.69 feet (Title Dimension: 741.69 feet) to a found three-eighths inch diameter rebar being on the Northerly limits of Creole Street; thence North 68°00'16" East (Title Bearing: North 69°30'00" East) along said Northerly limits of Creole Street a distance of 25.61 feet calculated point being the point of beginning (P.O.B.)

thence North 21°18'23" West a distance of 616.85 feet to a calculated point; thence North 65°42'48" East a distance of 146.36 feet to a calculated point; thence South 24°32'57" East a distance of 156.52 feet to a calculated point; thence South 4°14'17" West a distance of 50.24 feet to a found three-eighths inch diameter rebar; thence South 21°59'34" East (Title Bearing: South 20°30'00" East) a distance of 421.22 feet (Title Dimension: 421.16 feet) to a found three-eighths inch diameter rebar being on the Northerly limits of Creole Street; thence South 68°00'16" West (Title Bearing: South 69°30'00" West) along said Northerly limits of Creole Street a distance of 138.41 feet to a calculated point being the point of beginning (P.O.B.)

Said tract or parcel of land is bound as follows: Northerly & Westerly by property now or formerly of Delta Land Services, LLC (Tract DLS-1), Easterly by property now or formerly of Delta Land Services, LLC (Tract DLS-1), a portion of Belle Pointe Plantation No. 3, and by a portion of Belle Pointe Plantation No. 3, Phase 2 & Southerly by the right-of-way limits of Creole Street.

This description is based on the plat made by Patin Engineers and Surveyors, Inc. (Cletus Langlois, PLS) dated July 24, 2017 entitled "Plat Showing the defined limits of Belle Pointe, Parish Maintenance Areas "A", "B", "C" & "D" located in Sections 77, 78, 79, 80, 81, 82, 100 & 101, Township 11 South, Range 7 East, Southeastern Land District, East of the Mississippi River, St. John the Baptist Parish, State of Louisiana for Delta Land Services", by Cletus Langlois, Registered Professional Land Surveyor. (PESI Job # 17-060)



ST. JOHN THE BAPTIST PARISH COUNCIL

1805 West Airline Hwy.
LaPlace, Louisiana 70068
Office 985-652-1702
Fax 985-652-1700

October 11th, 2017

Division A

Larry Sorapuru, Jr.
502 Hwy. 18 River Road
Edgard, LA 70049
Cell 504-218-9049

Natalie Robottom, Parish President
ST. JOHN THE BAPTIST PARISH
1801 W. Airline Hwy.
LaPlace, LA 70068

Division B

Jaclyn S. Hotard
1805 W. Airline Hwy.
LaPlace, LA 70068
Office 985-652-1702

Dear Mrs. Robottom:

District I

Kurt Becnel
5605 Hwy. 18 River Road
Town of Wallace
Vacherie, LA 70090
Cell 504-330-6338

Please be advised of the following motion, which the St. John the Baptist Parish Council adopted at a meeting held on Tuesday, October 10th, 2017.

“Councilman Perrilloux moved and Councilman Snyder seconded the motion to grant administration authorization to enter into a Servitude Agreement with Delta Land Services, L.L.C. The motion passed unanimously.”

District II

Julia Remondet
1805 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-330-7739

CERTIFICATION

District III

Lennix Madere, Jr.
P.O. Box 2617
Reserve, LA 70084
Cell 985-379-6188

I, Jackie Landeche, Secretary of the St. John the Baptist Parish Council do hereby certify that the above is a true and correct copy of a motion adopted by said body on the 10th day of October, 2017.

District IV

Marvin Perrilloux
2108 Golfview
LaPlace, LA 70068
Cell 985-379-6168

October 11th, 2017,

Jackie Landeche
Council Secretary

St. John the Baptist Parish Council

District V

Michael P. Wright
1805 W. Airline Hwy.
LaPlace, LA 70068
Cell 504-717-3936

District VI

Larry Snyder
1936 Cambridge Drive
LaPlace, LA 70068
Cell 985-379-6061

District VII

Raj Panu
2169 Augusta Drive
LaPlace, LA 70068
Cell 504-417-3282