

Certified Copy

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*ref. ord. 24-7-5
2024-0226*

Lance Marino
Clerk of Court
Parish of St. Charles

Instrument Number: 487430

Book/Index: COB
Document Type: SERVITUDE
Recording Date: 03/14/2025 1:50 PM CDT

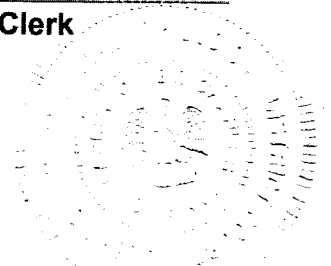
Grantor 1: UNDERHILL, WILLIAM GEORGE
Grantee 1: ST CHARLES PARISH

THIS PAGE IS RECORDED AS PART OF YOUR DOCUMENT AND
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THE ATTACHED DOCUMENT IS A **CERTIFIED TRUE AND CORRECT COPY** THAT WAS
RECORDED ON THE DATE AND TIME LISTED ABOVE AND CERTIFIED ON THE SAME.



Leah Kirby
Leah Kirby, Deputy Clerk



SERVITUDE AGREEMENT

**STATE OF LOUISIANA
PARISH OF ST. CHARLES**

BE IT KNOWN, that before the undersigned notaries public, and in the presence of the undersigned competent witnesses, personally came and appeared:

WILLIAM GEORGE UNDERHILL (XXX-XX-4474), (12/84 interest, separate property), being a person of the full age of majority and a resident of St. Johns County, State of Florida who declared that he has been married twice, second to Joannette Underhill, with whom he lives and resides, and whose mailing address is 129 Fonseca Drive, St. Augustine, FL 32086 and dealing herein with his separate property,

CATHOLIC SOCIETY OF RELIGIOUS AND LITERARY EDUCATION (XX-XXX-7915), (3/84 interest), A Non-Profit Corporation, whose present mailing address is 4511 West Pine Blvd, Saint Louis, MO 63108, represented herein by J. Daniel Daly, S.J., Treasurer, pursuant to a Certification of Adoption of Corporate Resolutions, dated January 18, 2024, a copy of which is attached hereto and made a part hereof,

SALLY BARFIELD GRAVES (XXX-XX-4366), (3/84 interest, separate property), being a person of the full age of majority and a resident of East Baton Rouge Parish, State of Louisiana who declared that she has been married once to Edwin Allen Graves, Sr., deceased, whose mailing address is 307 Kenwood Avenue, Baton Rouge, LA 70806 and dealing herein with her separate property,

JULIE CUSACHS BARFIELD IRREVOCABLE TRUST (XX-XXX-2268), (3/84 interest, separate property), A Louisiana Trust, with its domicile in East Baton Rouge Parish, and represented herein by its Trustee, Thomas Atkinson Barfield, Jr., pursuant to the Extract of the Julie Cusachs Barfield Irrevocable Trust, dated April 8, 2022, recorded in COB 918, Folio 384, St. Charles Parish, a copy of which is attached hereto, whose mailing address is 7445 Richards Drive, Baton Rouge, LA 70809

WILLIAM T. BARFIELD (XXX-XX-7161), (3/84 interest, separate property), being a person of the full age of majority and a resident of St. Tammany Parish, State of Louisiana who declared that he has been married once, to Anita Goodman Barfield, who is deceased, and whose mailing address is 100 Christwood Boulevard, Apartment 117, Covington, LA 70433 and dealing herein with his separate property,

DANIEL R. ATKINSON (XXX-XX-6465), (4/84 interest, separate property), being a person of the full age of majority and a resident of East Baton Rouge Parish, State of Louisiana who declared that he has been married once, to Jimmie Carol Tregre, with whom he lives and resides, and whose mailing address is 972 Castle Kirk Drive, Baton Rouge, LA 70808 and dealing herein with his separate property,

BRENDA MEAUX ATKINSON (XXX-XX-3648), (8/84 interest, separate property), being a person of the full age of majority and a resident of East Baton Rouge Parish, State of Louisiana who declared that she has been married once to John B. Atkinson, who is deceased, and whose mailing address is 4604 Perkins Rd, Apt F1, Baton Rouge, LA 70808 and dealing herein with her separate property,

HARRY SHOEMAKER, III (XXX-XX-6019), (24/84 interest, separate property), being a person of the full age of majority and a resident of East Baton Rouge Parish, State of Louisiana who declared that he has been married twice, first to Joellen Marie Cassidy, from whom he was divorced, and second to Diane Mary Gallo, with whom he was divorced, and whose mailing address is 8973 Meadowood St., Baton Rouge, LA 70815 and dealing herein with his separate property,

JUDITH RUTH ELIZABETH ATKINSON (XXX-XX-2096), (3/84 interest, separate property), being a person of the full age of majority and a resident of East Baton Rouge Parish, State of Louisiana who declared that she has been married once, to Fred Chevalier, from whom she was divorced, and whose mailing address is 2255 Oleander Street, Baton Rouge, LA 70806 and dealing herein with her separate property,

THOMAS PRESCOTT OFFUTT ATKINSON (XXX-XX-2098), (3/84 interest, separate property), being a person of the full age of majority and a resident of Jefferson County, State of Alabama who declared that he has been married once to Miriam Elizabeth Atkinson, with whom he lives and resides, and whose mailing address is 3520 Coventry Drive, Vestavia, AL 35243 and dealing herein with his separate property,

JOHN LITTLETON DEMAREST ATKINSON (XXX-XX-2097), (3/84 interest, separate property), being a person of the full age of majority and a resident of Olmsted County, State of Minnesota who declared that he has been married once, to Patty Pate Atkinson, with whom he lives and resides, and whose mailing address is 1409 Weatherhill Ct. SW, Rochester, MN 55902 and dealing herein with his separate property,

WILLIAM RANDOLPH LAWRENCE ATKINSON (XXX-XX-1267), (3/84 interest, separate property), being a person of the full age of majority and a resident of Dekalb County, State of Georgia who declared that he has been married once, to Susan Cowan Atkinson, with whom he lives and resides, and whose mailing address is 144 Vidal Blvd., Decatur, GA 30030 and dealing herein with his separate property,

LITTLETON BOONE GILBERT (XXX-XX-8033), (4/84 interest, separate property), being a person of the full age of majority and a resident of Lafayette Parish, State of Louisiana who declared that he has been married once, to Tina Bond Gilbert, who is deceased, and whose mailing address is 221 Karen Dr., Lafayette, LA 70503 and dealing herein with his separate property,

MARY LILLIAN GILBERT JOHNSON (XXX-XX-2688), (4/84 interest, separate property), being a person of the full age of majority and a resident of Ascension Parish,

State of Louisiana who declared that she has been married twice, first to Patrick Perry Cowan, from whom she was divorced, and second to Billy W. Johnson, from whom she was divorced, and whose mailing address is 36306 West Pine Grove Court, Prairieville, LA 70769 and dealing herein with her separate property,

MICHAEL R. GILBERT (XXX-XX-7943), (4/84 interest, separate property), being a person of the full age of majority and a resident of Lafayette Parish, State of Louisiana who declared that he has never been married and whose mailing address is 221 Karen Dr., Lafayette, LA 70503 and dealing herein with his separate property,

(hereinafter designated as “**GRANTOR**” whether individually or collectively), who declared that for the consideration hereinafter recited, Grantor does by these presents, grant, dedicate, assign, transfer, deliver, alienate, and set over, with all warranties and with full substitution in and to all rights and actions of warranty which said Grantor may have against all preceding owners and vendors, unto;

ST. CHARLES PARISH, a political subdivision of the State of Louisiana, herein represented by **Matthew Jewell**, its Parish President, appearing herein pursuant to Ordinance No. 24-7-5, adopted by the St. Charles Parish Council on July 8, 2024, a certified copy of which is attached hereto and made a part hereof, whose mailing address is P.O. Box 302, Hahnville, LA 70057

(hereinafter designated as “**GRANTEE**”); in connection with the Montz Drainage Improvements Project (hereinafter referred to as “**Project**”) a perpetual and assignable right of use, servitude, and easement in the described lands identified as Servitude Parcel P-103 to locate, construct, maintain, repair, operate, patrol and replace a berm and drainage channel, including all appurtenances and improvements required to service and maintain the berm and drainage channel; reserving, however to the owners, their heirs, and assigns, all such rights and privileges in the land as may be used without interfering with or abridging the rights, servitude and easement hereby acquired; subject however, to existing easements for public roads and highways, public utilities, railroads, and pipelines.

LEGAL DESCRIPTION PERPETUAL DRAINAGE SERVITUDE PARCEL P-103

That piece or portion of ground being a Perpetual Drainage Servitude across Prescott Lot 3 situated in Sections 50 & 51, T-12-S, R-8-E, Montz, St. Charles Parish, Louisiana and being more fully described as follows:

Commence at a point being the southeast intersection of Airline Highway – US Highway 61 & Evangeline Road at Station 10+00 having coordinates Northing 561194.31 ft. and Easting 3563252.63 ft. as based on the Louisiana Coordinate System of 1983 South Zone, North American Datum of 1983 as are all the coordinates, bearing and distances in this description:

Thence proceed in a southeasterly direction along the south right of way of Airline Highway – US Highway 61 along a non-tangent curve to the right with a radius of 11384.16’, a curve length of 385.07’ and a chord bearing of S51°04’25”E a distance of 385.05’ to a point;

Thence proceed in a southeasterly direction along the south right of way of Airline Highway – US Highway 61 a bearing of S50°06’17”E a distance of 15.00’ to a point;

Thence proceed in a southwesterly direction along the south right of way of Airline Highway – US Highway 61 a bearing of S39°53'43"W a distance of 10.00' to a point;

Thence proceed in a southeasterly direction along the south right of way of Airline Highway – US Highway 61 a bearing of S50°06'17"E a distance of 272.76' to a point;

The Point of Beginning

Thence proceed in a southwesterly direction along the west line of a Perpetual Drainage Servitude being the east line of Prescott Lot 2 a bearing of S36°23'49"W a distance of 87.12' to a point;

Thence proceed in a southeasterly direction along the south line of a Perpetual Drainage Servitude being the north line of a 13' Temporary Construction Servitude a bearing of S50°10'10"E a distance of 56.11' to a point;

Thence proceed in a northeasterly direction along the east line of a Perpetual Drainage Servitude being the west line of Prescott Lot 4 a bearing of N36°23'49"E a distance of 87.06' to a point;

Thence proceed in a northwesterly direction along the north line of a Perpetual Drainage Servitude being the south right of way of Airline Highway – US Highway 61 a bearing of N50°06'17"W a distance of 56.11' to a point;

The Point of Beginning

Per a survey plat entitled "SURVEY PLAT OF A PERPETUAL DRAINAGE SERVITUDE & A 13' TEMPORARY CONSTRUCTION SERVITUDE OF PRESCOTT LOT 3" by Stephen P. Flynn, P.L.S. dated October 24, 2023, attached hereto and made a part hereof.

Being the same property acquired by William George Underhill from the Succession of Thomas Ashby Atkinson, Jr. by Affidavit of Small Succession of Thomas Ashby Atkinson, Jr. (A/K/A Ashby Atkinson), dated March 14, 2023, and recorded on April 11, 2023, in Entry No. 474369, St. Charles Parish, Louisiana, further acquired from the Succession of Carolyn Atkinson Sitra by Affidavit of Small Succession of Carolyn Atkinson Sitra dated March 14, 2023, and recorded on April 11, 2023, in Entry No. 474370, St. Charles Parish, Louisiana and further acquired from the Succession of Maude Underhill Atkinson by Affidavit of Small Succession of Maude Underhill Atkinson, dated March 14, 2023, and recorded on April 11, 2023, in Entry No. 474371, St. Charles Parish, Louisiana.

- and -

Being the same property acquired by Catholic Society of Religious and Literary Education from the Succession of Daniel R. Barfield, III, S.J. by Affidavit of Small Succession, dated March 2, 2023, and recorded on March 22, 2023, in Entry No. 473959, St. Charles Parish, Louisiana.

- and -

Being the same property acquired by Daniel R. Barfield, III, Sally Barfield Graves, Thomas A. Barfield and William T. Barfield from the Succession of Lou Glenn Atkinson Barfield by Judgment of Possession dated April 14, 2000, and recorded on April 24, 2000, in COB 567, folio 283, Entry No. 242631, St. Charles Parish, Louisiana.

- and -

Being the same property acquired by the Julie Cusachs Barfield Irrevocable Trust from Julia Cusachs Barfield by Act of Donation dated June 20, 2022, and recorded on July 6, 2022, in COB 918, Folio 384, Entry No. 467661, St. Charles Parish, Louisiana.

- and -

Being the same property acquired by Frank S. Atkinson, Jr., Daniel R. Atkinson and John B. Atkinson from the Succession of Frank S. Atkinson, Sr. by Judgment of Possession dated December 27, 1972, and recorded on May 16, 1978, in COB 204, folio 466, Entry No. 61127, St. Charles Parish, Louisiana.

- and -

And being the same property further acquired by John B. Atkinson from Frank S. Atkinson, Jr. by Cash Sale dated January 2, 1985, and recorded on January 3, 1985, in COB 328, Folio 92, Entry No. 108081, St. Charles Parish, Louisiana.

- and -

Being the same property further acquired by Brenda Meaux Atkinson from the Succession of John Barfield Atkinson by Judgment of Possession dated January 4, 2016, and recorded on January 14, 2016, in COB 827, Folio 64, Entry No. 411938, St. Charles Parish, Louisiana.

- and -

Being the same property acquired by Harry Shoemaker, III from the Succession of Sallie Atkinson Shoemaker by Judgment of Possession, dated September 27, 1982, and recorded on October 21, 1982, in COB 288, Folio 136, Entry No. 91561, St. Charles Parish, Louisiana

- and -

Being the same property further acquired by Harry Shoemaker, III from Martha Cole Malone and Judith Cole Robinson by Cash Sale dated July 20, 1987, and recorded on August 3, 1987, in COB 376, Folio 374, Entry No. 130331, St. Charles Parish, Louisiana.

- and -

Being the same property acquired by Judith Ruth Elizabeth Atkinson, Thomas Prescott Offutt Atkinson, John Littleton Demarest Atkinson, and William Randolph Lawrence Atkinson from the Estate of John Littleton Boone Atkinson by Affidavit of Death, Domicile and Heirship dated March 4, 2023, and recorded on March 22, 2023 in Entry No. 473960, St. Charles Parish, Louisiana and the Affidavit of Death, Domicile and Heirship dated January 14, 2023, and recorded on March 22, 2023, in Entry No. 473961, St. Charles Parish, Louisiana.

- and -

Being the same property acquired by Littleton Boone Gilbert, Mary Lillian Gilbert Johnson, and Michael R. Gilbert from the Estate of Lillian Wilhemina Atkinson Gilbert by Affidavit of Death, Domicile and Heirship dated March 3, 2023, and recorded on March 22, 2023, in Entry No. 473962, St. Charles Parish, Louisiana and the Affidavit of Death, Domicile and Heirship dated March 3, 2023, and recorded on March 22, 2023, in Entry No. 479363, St. Charles Parish, Louisiana.

Grantor does further grant, dedicate, assign, transfer, deliver, alienate, and set over, with all warranties and with full substitution in and to all rights and actions of warranty which said Grantor may have against all preceding owners and vendors unto Grantee temporary right of use, servitude, and easement in the described lands identified as Servitude Parcel T-103, for temporary construction and access, including the right to move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the Montz Drainage Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines. The term of the temporary construction servitude hereby granted shall be for a period of three (3) years and shall begin upon the date that notice to proceed is issued to the selected contractor for construction of the above-referenced Project.

**LEGAL DESCRIPTION
TEMPORARY CONSTRUCTION SERVITUDE PARCEL T-103**

That piece or portion of ground being a 13' Temporary Construction Servitude across Prescott Lot 3 situated in Sections 50 & 51, T-12-S, R-8-E, Montz, St. Charles Parish, Louisiana and being more fully described as follows:

Commence at a point being the southeast intersection of Airline Highway – US Highway 61 & Evangeline Road at Station 10+00 having coordinates Northing 561194.31 ft. and Easting 3563252.63 ft. as based on the Louisiana Coordinate System of 1983 South Zone, North American Datum of 1983 as are all the coordinates, bearing and distances in this description:

Thence proceed in a southeasterly direction along the south right of way of Airline Highway – US Highway 61 along a tangent curve to the right with a radius of 11384.16', a curve length of 385.07' and a chord bearing of S51°04'25"E a distance of 385.05' to a point;

Thence proceed in a southeasterly direction along the south right of way of Airline Highway – US Highway 61 a bearing of S50°06'17"E a distance of 15.00' to a point;

Thence proceed in a southwesterly direction along the south right of way of Airline Highway – US Highway 61 a bearing of S39°53'43"W a distance of 10.00' to a point;

Thence proceed in a southeasterly direction along the south right of way of Airline Highway – US Highway 61 a bearing of S50°06'17"E a distance of 272.76' to a point;

Thence proceed in a southwesterly direction along the west line of a Perpetual Drainage Servitude being the east line of Prescott Lot 2 a bearing of S36°23'49"W a distance of 87.12' to a point;

The Point of Beginning

Thence proceed in a southwesterly direction along the west line of a 13' Temporary Construction Servitude being the east line of Prescott Lot 2 a bearing of S36°23'49"W a distance of 13.00' to a point;

Thence proceed in a southeasterly direction along the south line of a 13' Temporary Construction Servitude a bearing of S50°10'10"E a distance of 56.11' to a point;

Thence proceed in a southeasterly direction along the east line of a 13' Temporary Construction Servitude being the west line of Prescott Lot 4 a bearing of N36°23'49"E a distance of 13.00' to a point;

Thence proceed in a northwesterly direction along the north line of a 13' Temporary Construction Servitude being the south line of a Perpetual Drainage Servitude a bearing of N50°10'10"W a distance of 56.11' to a point;

The Point of Beginning

Per a survey plat entitled "SURVEY PLAT OF A PERPETUAL DRAINAGE SERVITUDE & A 13' TEMPORARY CONSTRUCTION SERVITUDE OF PRESCOTT LOT 3" by Stephen P. Flynn, P.L.S. dated October 24, 2023, attached hereto and made a part hereof.

TO HAVE AND TO HOLD said servitudes, easements, and rights of way unto said GRANTEE and its successors and assigns forever. The consideration for the herein described servitude is

the price and sum of SIX THOUSAND TEN AND 14/100 (\$6,010.14) DOLLARS, which GRANTEE has paid cash in hand, in current money, to said GRANTOR, who acknowledges the receipt thereof and grant full acquittance and discharge thereof. GRANTOR acknowledges and agree that the consideration provided herein constitutes full and final settlement for the perpetual servitude herein granted and for any and all diminution in the value of GRANTOR'S remaining property as a result of the granting of this perpetual servitude.

Except as expressly provided in any separate writing, no title examination or title opinion has been requested or performed on behalf of the GRANTEE by the undersigned Notaries Public or settlement agent, and the GRANTEE expressly rejects the necessity of the same and agrees to release and relieve the Notaries Public and settlement agent from any responsibility and liability in connection therewith.

All ad valorem taxes assessed against the above-described property for the three (3) years immediately preceding the current year have been paid.

This agreement shall be executed in triplicate, each of which shall constitute an original document which shall be binding upon any of the parties executing same. To facilitate recordation of this agreement, the parties hereto agree that individual signature and acknowledgment pages from the various counterparts may be merged and combined with signature and acknowledgment pages from other counterparts.

[Remainder of page intentionally left blank]

IN TESTIMONY WHEREOF, in the County of St. Johns, State of Florida the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act. in triplicate originals, in the presence of the two undersigned competent witnesses and notary, as of the 8th day of January, ~~2024~~ ²⁰²⁵ SP, after a due reading of the whole.

WITNESSES:

GRANTOR:

[Signature]
Severchy Piantini

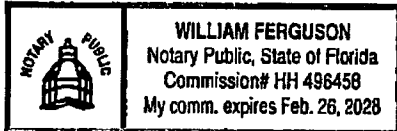
[Signature]
WILLIAM GEORGE UNDERHILL

Print Name

[Signature]
Chris Rega

Print Name

[Signature]
NOTARY PUBLIC



Printed Name: William Ferguson
Notary Identification or Bar Roll No.: HH496458
My Commission expires: 02/26/2028

IN TESTIMONY WHEREOF, in the County of St. Louis, State of Missouri the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses and notary, as of the 20 day of December, 2024, after a due reading of the whole.

WITNESSES:

[Signature]
Joni Holst
Print Name

GRANTOR:

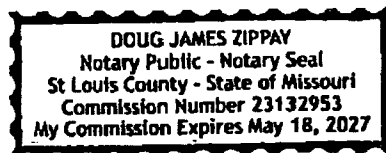
CATHOLIC SOCIETY OF RELIGIOUS AND LITERARY EDUCATION

[Signature]
By: Daniel Daly, S. J.
Its: Treasurer

[Signature]
FRANCIS W. HUETE, S.J.
Print Name

[Signature]
NOTARY PUBLIC

Printed Name: Douglas Zippay
Notary Identification or Bar Roll No.: 23132953
My Commission expires: May 18, 2027



IN TESTIMONY WHEREOF, in the Parish of East Baton Rouge, State of Louisiana the party hereto has signed, executed, and acknowledged this instrument as her free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses and notary, as of the 22nd day of December, 2024, after a due reading of the whole.

WITNESSES:

GRANTOR:

Sally J. Davis

Sally Barfield Graves
SALLY BARFIELD GRAVES

SALLY J DAVIS

Print Name

Carla Graves

Carla Graves

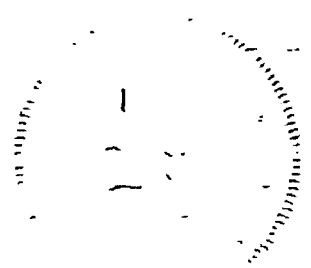
Print Name

[Signature]
NOTARY PUBLIC

Printed Name: _____

Notary Identification or Bar Roll No.: _____

My Commission expires: _____



E. ALLEN GRAVES, JR.
NOTARY PUBLIC
NOTARY PUBLIC ID # 38920
STATE OF LOUISIANA
My Commission Expires
At Death

IN TESTIMONY WHEREOF, in the Parish of East Baton Rouge, State of Louisiana the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in triplicate originals; in the presence of the two undersigned competent witnesses and notary, as of the 24th day of January, 2025, after a due reading of the whole.

WITNESSES:

[Signature]

Brooke McIngham

Print Name

[Signature]

Holly Martin-Picou

Print Name

GRANTOR:

JULIE CUSACHS BARFIELD
IRREVOCABLE TRUST

[Signature]

By: Thomas Atkinson Barfield, Jr.

Its: Trustee

[Signature]

NOTARY PUBLIC

Suzanne Roberts

Notary Public

ID# 166427

Printed Name: _____
Notary Identification or Bar Roll No.: Parish of East Baton Rouge

My Commission expires: At Death

IN TESTIMONY WHEREOF, in the Parish of 572, State of Louisiana the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses and notary, as of the ~~24~~ day of 12, 2024, after a due reading of the whole.

WITNESSES:

GRANTOR:

Jenny Barfield
JENNY BARFIELD

William T. Barfield
WILLIAM T. BARFIELD

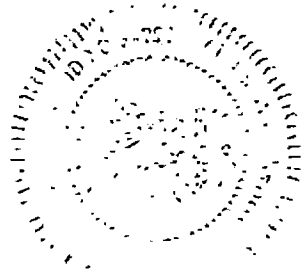
Print Name

KATHRYN TROMBATORE

Kathryn Trombatore
Print Name

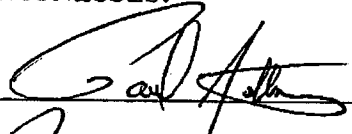
PREZOTT
NOTARY PUBLIC

Printed Name: PREZOTT BREZOTT
Notary Identification or Bar Roll No.: 24749
My Commission expires: 25 FEB 15 2026



IN TESTIMONY WHEREOF, in the Parish of East Baton Rouge, State of Louisiana the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses and notary, as of the 15th day of December, 2024, after a due reading of the whole.

WITNESSES:



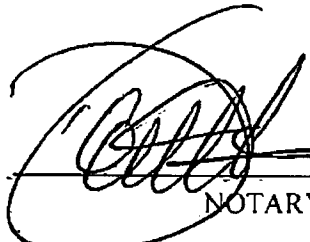
Paul Atkinson
Print Name

Jimmie T. Atkinson
Jimmie T. Atkinson
Print Name

GRANTOR:



DANIEL R. ATKINSON



NOTARY PUBLIC (#18103)

Printed Name: Daniel R. Atkinson Jr.
Notary Identification or Bar Roll No.: 18103
My Commission expires: death



IN TESTIMONY WHEREOF, in the Parish of East Baton Rouge State of Louisiana the party hereto has signed, executed, and acknowledged this instrument as her free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses and notary, as of the 19 day of December, 2024, after a due reading of the whole.

WITNESSES:

GRANTOR:

Bri'Yana Anderson

Brenda Meaux Atkinson

BRENDA MEAUX ATKINSON

Bri'Yana Anderson

Print Name

Carol Bass

Carol Bass

Print Name

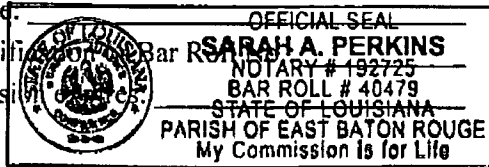
Sarah A. Perkins

NOTARY PUBLIC

Printed Name:

Notary Identification:

My Commission Expires:



IN TESTIMONY WHEREOF, in the Parish of ~~EAST BATON ROUGE~~ State of Louisiana the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses and notary, as of the 17th day of DECEMBER, 2024, after a due reading of the whole.

WITNESSES:



CHARLOTTE ANDERSON

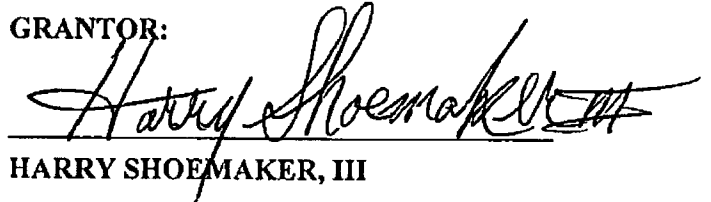
Print Name

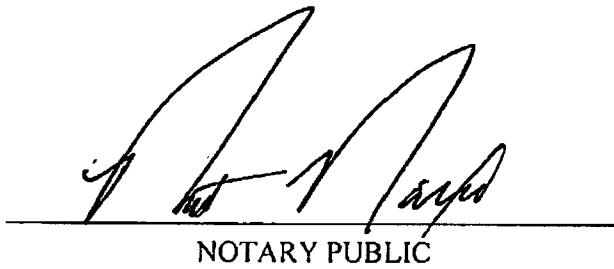


ANDREW CARTER

Print Name

GRANTOR:


HARRY SHOEMAKER, III


NOTARY PUBLIC

Printed Name: Brent Boxill

Notary Identification or Bar Roll No.: 20715

My Commission expires: death

IN TESTIMONY WHEREOF, in the Parish of East Baton Rouge State of Louisiana the party hereto has signed, executed, and acknowledged this instrument as her free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses and notary, as of the 20th day of December, 2024, after a due reading of the whole.

WITNESSES:

[Signature]
Daniel Price
Print Name

[Signature]
WILWARD L. WEST
Print Name

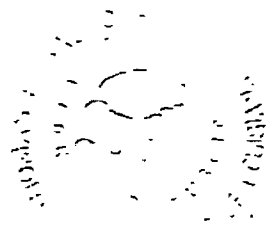
GRANTOR:

[Signature]
JUDITH RUTH ELIZABETH
ATKINSON

[Signature]

NOTARY PUBLIC

Printed Name: THOMAS E. CALHOUN
Notary Identification or Bar Roll No.: 2716
My Commission expires: at death



IN TESTIMONY WHEREOF, in the County of Jefferson, State of Alabama the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses and notary, as of the 21st day of January, 2025 after a due reading of the whole.

WITNESSES:

Shuntre' Bush

Shuntre' Bush

Print Name

Kanesha Robinson

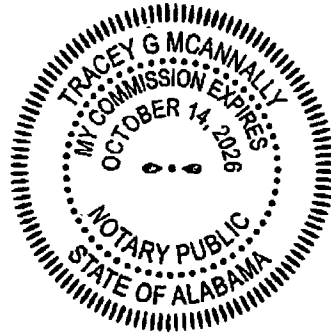
Kanesha Robinson

Print Name

GRANTOR:

Thomas Prescott Offutt

THOMAS PRESCOTT OFFUTT
ATKINSON



Tracey G. McAnnally
NOTARY PUBLIC

Printed Name: Tracey G. McAnnally
Notary Identification or Bar Roll No.: 005005712
My Commission expires: 10/14/2026

IN TESTIMONY WHEREOF, in the County of Olmsted, State of Minnesota the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses and notary, as of the 23rd day of December, 2024, after a due reading of the whole.

WITNESSES:

[Signature]

Katelyn Tricke

Print Name

[Signature]

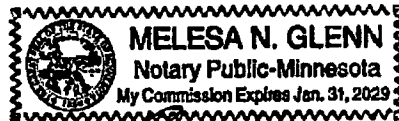
Bethany Maynard

Print Name

GRANTOR:

[Signature]

JOHN LITTLETON DEMAREST
ATKINSON



[Signature]

NOTARY PUBLIC

Printed Name: Melesa Glenn

Notary Identification or Bar Roll No.: 1114438700101

My Commission expires: Jan 31, 2029

IN TESTIMONY WHEREOF, in the County of Fulton, State of Georgia the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses and notary. as of the 19th day of December, 2024, after a due reading of the whole.

WITNESSES:

Lianna Sarasola

Lianna Sarasola

Print Name

Nate Gillio

Nate Gillio

Print Name

GRANTOR:

William Randolph Lawrence Atkinson

WILLIAM RANDOLPH LAWRENCE
ATKINSON

Alexis Skiba

NOTARY PUBLIC

Printed Name: Alexis Skiba

Notary Identification or Bar Roll No.: _____

My Commission expires: 11/14/28



IN TESTIMONY WHEREOF, in the Parish of East Baton Rouge State of Louisiana the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses and notary, as of the 7th day of February, ~~2024~~²⁰²⁵, after a due reading of the whole.

WITNESSES:

Cindy L. Delatte

Cindy L. Delatte
Print Name

Danielle Green

Danielle Green
Print Name

GRANTOR:

Littleton Boone Gilbert
LITTLETON BOONE GILBERT

[Signature]

NOTARY PUBLIC

Printed Name: Barbara Prather
Notary Identification or Bar Roll No.: 10112
My Commission expires: at death

Barbara Prather, Notary Public
#10112 East Baton Rouge Parish
Louisiana Statewide Jurisdiction
Commissioned for life



IN TESTIMONY WHEREOF, in the Parish of East Baton Rouge, State of Louisiana the party hereto has signed, executed, and acknowledged this instrument as her free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses and notary, as of the 25 day of February, 2024, after a due reading of the whole.
2025

WITNESSES:

GRANTOR:

Telessie Jones

Mary Lillian Gilbert Johnson

Telessie Torres

MARY LILLIAN GILBERT JOHNSON

Print Name

Jude Bailey

Jude Bailey

Print Name

Jessica Lopez
NOTARY PUBLIC

Printed Name: Jessica Lopez
Notary Identification or Bar Roll No.: 170988
My Commission expires: with life



IN TESTIMONY WHEREOF, in the Parish of East Baton Rouge State of Louisiana the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses and notary, as of the 7th day of February, ~~2024~~²⁰²⁵, after a due reading of the whole.

WITNESSES:

Cindy L. Delotte

Cindy L. Delotte

Print Name

Danielle Green

Danielle Green

Print Name

GRANTOR:

Michael R. Gilbert

MICHAEL R. GILBERT

[Signature]

NOTARY PUBLIC

Printed Name: Barbara Prather

Notary Identification or Bar Roll No.: 10112

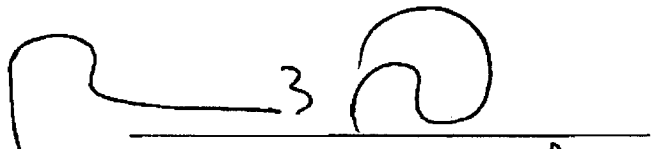
My Commission expires: at death

Barbara Prather, Notary Public
010112 East Baton Rouge Parish
Louisiana Statewide Jurisdiction
Commissioned for life

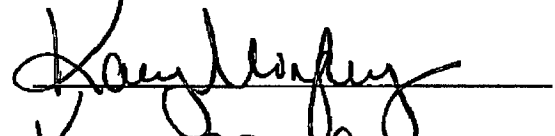


IN TESTIMONY WHEREOF, in Parish of St. Charles, State of Louisiana the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses and notary, as of the 12th day of March, 2024, after a due reading of the whole.

WITNESSES:




Robert L. Raymond
Print Name



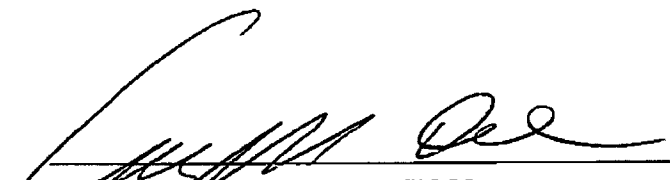
Kay Montrey
Print Name

GRANTEE:

ST. CHARLES PARISH



BY: MATTHEW JEWELL
ITS: PRESIDENT



NOTARY PUBLIC

Printed Name: Corey M. Dubre
Notary Identification or Bar Roll No.: 28799
My Commission expires: for Life



Catholic Society of Religious and Literary Education

4511 West Pine Boulevard
St. Louis, MO 63108-2191
314-361-7765

Certification of Adoption of Corporate Resolutions

I, Francis W. Huete, S.J., in my official capacity, hereby certify: that I am an officer, namely, the Secretary of the Catholic Society of Religious and Literary Education, a corporation duly organized and existing under the laws of the State of Louisiana; that at a meeting of the Board of Directors, held January 20, 2023, at which a quorum for the transaction of business was present and acting throughout, the following resolution was duly and regularly adopted, and is still in full force and effect; and appears in the minutes of the meeting:

RESOLVED, That the Catholic Society of Religious and Literary Education (CSRLE) Board of Directors hereby authorizes each of the following officers of CSRLE, to wit: (i) the President of CSRLE, (ii) the Vice President and Secretary, (iii) Assistant Secretary, (iv) the Treasurer, to transact ordinary and necessary banking and investment business; and

BE IT FURTHER RESOLVED, That any one of said officers shall be empowered to sell, assign, transfer and deliver stocks, bonds, evidence of indebtedness, rights and options to acquire the same and all other securities, corporate or otherwise, now or hereafter held by CSRLE in its own right or in any fiduciary capacity, and to execute any and all instruments necessary, proper or desirable for such purpose; and

BE IT FURTHER RESOLVED, That any one of said officers or any member of CSRLE who shall be specifically authorized in writing by the President or Treasurer of CSRLE shall be empowered to open and close for and on behalf of CSRLE checking accounts at one or more banking institutions selected by said member in his discretion, and shall be empowered to designate the names of the persons who shall have authority for and on behalf of CSRLE to draw checks on said accounts; provided, however, that with respect of each check drawn on any of said accounts for any amount of \$25,000 or more, the same shall be signed by two authorized signatories; and

BE IT FURTHER RESOLVED, That any one of said officers shall be empowered to open and close for and on behalf of CSRLE accounts and relationships necessary in the management and safekeeping of CSRLE property, including various investment funds of CSRLE, for such services as custody, consulting, and investment management; and

BE IT FURTHER RESOLVED, That any one of said officers shall be empowered to open and close for and on behalf of CSRLE accounts and relationships necessary in the receipt, management, safekeeping, and liquidation of investments donated to CSRLE by any person, with the understanding that this provision is intended to satisfy such resolutions as may be specified by investment and brokerage firms for the establishment of relationships to the extent that the substance of such resolution is not inconsistent with this Resolution; and

BE IT FURTHER RESOLVED, That any one of said officers shall be empowered to accept bequests and donations to CSRLE and to execute receipts therefor and any and all other documents related to bequests and donations to CSRLE on behalf of CSRLE; and

BE IT FURTHER RESOLVED, That any one of said officers of CSRLE shall be empowered to execute on behalf of CSRLE leases; contracts, including contracts for the purchase or sale or real property; deeds, easements and grants of rights of way for the conveyance of real property or any interest therein to or from CSRLE and any documents required for or ancillary to such conveyance of real property or any interest therein; corporate agreements; and any other official documents required in the performance of CSRLE business; and

BE IT FURTHER RESOLVED, That the President or Treasurer of CSRLE may delegate to any CSRLE employee who is not an officer of CSRLE authority to execute leases; contracts, including contracts for the purchase or sale or real property; corporate agreements; and any other official documents required in the performance of CSRLE business, provided that such delegation be in writing and that it describe the scope of the delegated authority and its duration; and

BE IT FURTHER RESOLVED, That the Secretary of CSRLE is hereby empowered to certify to banking and investment institutions, brokerage firms and any other outside parties serving CSRLE the terms of this Resolution and is authorized to reconcile on behalf of this Board banking, investment and brokerage firm resolutions as may be specified by the banking, investment and brokerage firm for the establishment of relationships to the extent in the judgment of the Secretary that the substance of such resolution is not inconsistent with this Resolution and may certify such resolution as if it was adopted by this Board as of this date; and

BE IT FURTHER RESOLVED, That the Secretary of CSRLE is hereby commissioned to certify to the banking and investment institutions and any other outside parties serving CSRLE the names of the present officers of CSRLE who are authorized to sign for it, and the offices held by them, and in the case of any change of any such office holder, the fact of such change and the name of the new office holder; and

BE IT FURTHER RESOLVED, That this Resolution shall be effective this 20th day of January, 2023.

In witness thereof, I hereunto set my hand on this 18 day of January, 2024.

Francis W. Hunter, Jr.
Secretary

Catholic Society of Religious and Literary Education

4511 West Pine Boulevard
St. Louis, MO 63108-2191
314-361-7765

Certificate of Authorization

I, Francis W. Huete, in my official capacity, hereby certify: that I am an officer, namely, the Secretary of Catholic Society of Religious and Literary Education, a corporation duly organized and existing under the laws of the State of Louisiana; that Rev. J. Daniel Daly, S.J., Treasurer, is an officer of the corporation and is authorized to sign on its behalf in financial and business matters.

In witness thereof, I hereunto set my hand on this 18 day of January, 2024.

Francis W. Huete, Jr.
Secretary

**EXTRACT OF THE JULIE
CUSACHS BARFIELD IRREVOCABLE TRUST**

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned Notary Public, and in the presence of the undersigned, competent witnesses, on this 8th day of April, 2022, personally came and appeared:

Julie Cusachs Barfield (hereinafter referred to as the "Settlor"), a person of the full age of majority domiciled in the Parish of East Baton Rouge, who declared that her mailing address is 3245 McCarroll Drive, Baton Rouge, Louisiana 70809; and

Thomas Atkinson Barfield, Jr. (hereinafter referred to as the "Trustee"), a person of the full age of majority domiciled in the Parish of East Baton Rouge, who declared that his mailing address is 7445 Richards Drive, Baton Rouge, Louisiana 70809.

The Settlor and the Trustee of the Julie Cusachs Barfield Irrevocable Trust (hereinafter the "Trust"), hereby submit this extract of the Trust in accordance with La. R.S. 9:2092 and provide the following information regarding the Trust:

- (A) The name of the Trust is the Julie Cusachs Barfield Irrevocable Trust.
- (B) The Trust is irrevocable.
- (C) The name of the Settlor of the Trust is Julie Cusachs Barfield.
- (D) The name of the Trustee of the Trust is Thomas Atkinson Barfield, Jr. During her lifetime, Julie Cusachs Barfield is the beneficiary of the Trust.
- (E) The date of the execution of the Trust was April 8, 2022.
- (F) There are no limitations or restrictions on the power of the Trustee to alienate, lease or encumber immovable property contained in the trust instrument.

THUS DONE AND PASSED in Baton Rouge, Louisiana, on this 8th day of April, 2022 in the presence of the undersigned, competent witnesses, who signed their names with me, notary, and with the parties, after a due reading of the whole.

WITNESSES:

Melanie Musselman
MELANIE MUSSELMAN

Julie Cusachs Barfield
JULIE CUSACHS BARFIELD, Settlor

Vonda K. Hannaman
VONDA K. HANNAMAN

Joseph W. Mengis
JOSEPH W. MENGIS
NOTARY PUBLIC
BAR ROLL NO. 21751

COB: 487430; Page: 28; Filed: 3/14/2025 1:50:06 PM [stcharles: LK]




THUS DONE AND PASSED in Baton Rouge, Louisiana, on this 8th day of April, 2022 in the presence of the undersigned, competent witnesses, who signed their names with me, notary, and with the parties, after a due reading of the whole.

WITNESSES:


MELANIE MUSSELMAN


THOMAS ATKINSON BARFIELD, JR.,
Trustee


VONDA K. HANNAMAN


JOSEPH W. MENGIS
NOTARY PUBLIC
BAR ROLL NO. 21751

COB: 487430; Page: 29; Filed: 3/14/2025 1:50:06 PM [stcharles: LK]



2024-0226

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 24-7-5

An ordinance to approve a purchase and/or expropriate a 4,877 square foot perpetual drainage servitude designated as P-103 and a 729 square foot temporary construction servitude designated as T-103 over property owned by Harry Shoemaker, III, et al., for the Montz Pump Station and Drainage Modification Project.

WHEREAS, the community of Montz, St. Charles Parish, Louisiana has a history of drainage problems; and,

WHEREAS, hydrology and engineering analyses were completed in the Montz watershed area, which produced recommendations to improve the drainage in said area by constructing pump stations, cleaning canals, modifying and constructing additional drainage ditches and berms; and,

WHEREAS, it is necessary for St. Charles Parish to acquire the identified real estate interest from landowners in order for St. Charles Parish to construct, operate, and maintain the Montz Pump Station and Drainage Modification Project to protect the property owners in the Montz community; and,

WHEREAS, properties are more particularly described on the drawing by Riverlands Surveying Company dated October 24, 2023 and revised on April 23, 2024, attached hereto and made a part hereof; and,

WHEREAS, the fair market value of the required real estate interest that needs to be acquired, as established by a licensed MAI appraiser, is \$6,010.14.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the purchase and/or expropriation of a 4,877 square foot perpetual drainage servitude designated as P-103 and a 729 square foot temporary construction servitude designated as T-103 is hereby approved and accepted in the not to exceed value of \$6,010.14.

SECTION II. That the Parish President is hereby authorized to execute any and all documents necessary to complete said purchase and/or expropriation on behalf of St. Charles Parish.

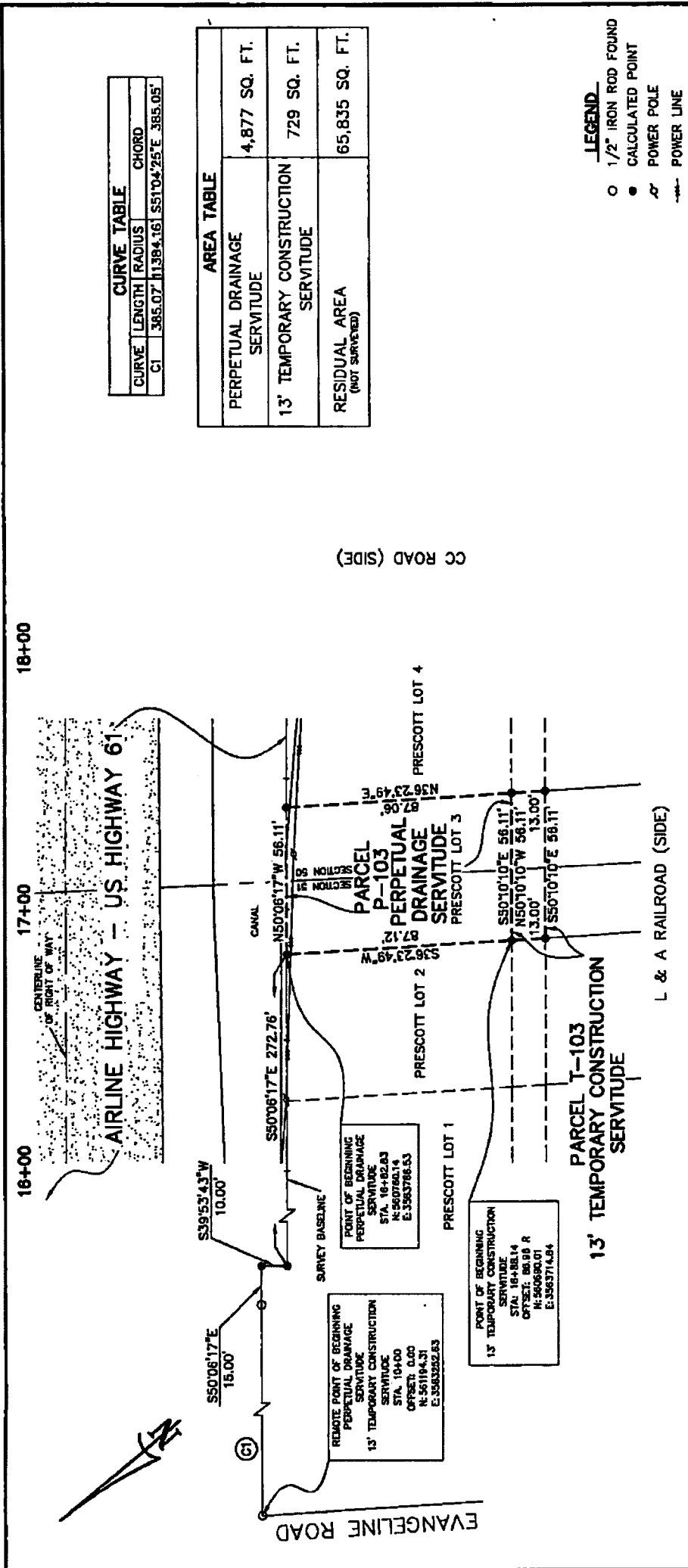
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: MOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE,
O'DANIELS, FISHER, DEBRULER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted the 8th day of July, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Dupontato
DLVD/PARISH PRESIDENT: July 9, 2024
APPROVED: [Signature] DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: July 9, 2024
AT: 3:05pm RECD BY: [Signature]

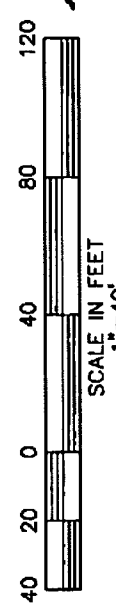


CURVE TABLE			
CURVE	LENGTH	RADIUS	CHORD
CT	385.07	11384.16	S51°04'25\" E 385.05'

AREA TABLE	
PERPETUAL DRAINAGE SERVITUDE	4,877 SQ. FT.
13' TEMPORARY CONSTRUCTION SERVITUDE	729 SQ. FT.
RESIDUAL AREA (NOT SURVEYED)	65,835 SQ. FT.

- LEGEND**
- 1/2" IRON ROD FOUND
 - CALCULATED POINT
 - ⋄ POWER POLE
 - POWER LINE

Stephen P. Flynn
 STEPHEN P. FLYNN
 P.L.S. LA. STATE REG. NO. 4668
 STATE OF LOUISIANA
 PROFESSIONAL LAND SURVEYOR
 License No. 4668



DRAWN BY: KPB DRAWING NO. L1552_W051200

RIVERLANDS SURVEYING COMPANY

 505 HEMLOCK STREET
 LAPLACE, LA. 70068
 1-800-248-6982
 985-652-6356

TITLE: SURVEY PLAT OF A PERPETUAL DRAINAGE SERVITUDE & A 13' TEMPORARY CONSTRUCTION SERVITUDE OF PRESCOTT LOT 3 SITUATED IN SECTIONS 50 & 51, T-12-S, R-8-E, MONTZ, ST. CHARLES PARISH, LOUISIANA.

DATE: OCTOBER 24, 2023, REVISED PARCEL T-103 AREA 4/23/2024
SURVEY REFERENCE: 1. RIGHT OF WAY MAP COULLEE CANAL ACCESS FOR MAINTENANCE PHASE II BY STEPHEN P. FLYNN, P.L.S. DATED 7/24/2017
 2. STATE PROJECT NO. 7-03-10 SHEET AND APPROACHES F.A.P. NO. 886-81-05(066)
 3. GRAMERCY-BONNET CARRIE HIGHWAY STATE PROJECT NOS. 7-04-07 & 7-03-16

BASIS OF BEARING: BEARINGS/COORDINATES HEREON ARE REFERENCED TO THE LOUISIANA STATE PLANE COORDINATE SYSTEM.
CERTIFIED TO: ST. CHARLES PARISH
OWNER: HARRY SHOEMAKER III ETALS

SURVEYOR'S NOTES: A. I CERTIFY THAT THIS PLAT REPRESENTS AN ACTUAL ROUTE SURVEY MADE BY ME OR BY THOSE UNDER MY DIRECTION AND COMPLIES WITH THE REQUIREMENTS OF LOUISIANA'S STANDARD PRACTICE FOR BOUNDARY SURVEYS FOR A CLASS B ROUTE SURVEY SPECIFICALLY CARRIED OUT IN ACCORDANCE WITH THE FOLLOWING:
 B. NO TITLE OPINION WAS PROVIDED TO THIS PLAT. THERE ARE NO ENCUMBRANCES, EASEMENTS, OR RIGHTS TO THE EVIDENCE OF OTHER SERVITUDES OR EASEMENTS WHICH MAY EXIST OTHER THAN THOSE SHOWN.