

**DONATION OF SERVITUDE
BY ELKINSVILLE CEMETERY ASSOCIATION
TO ST. CHARLES PARISH**

**UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ST. CHARLES**

ACT OF SERVITUDE

BE IT KNOWN, that on this _____ day of _____, in the year two thousand and fifteen (2015).

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified and in the presence of the two competent witnesses hereinafter undersigned;

PERSONALLY CAME AND APPEARED:

ELKINSVILLE CEMETERY ASSOCIATION, a Louisiana non-profit corporation domiciled in St. Charles Parish, State of Louisiana, herein represented by Kathleen Evans, its President, and whose mailing address is P. O. Box 5, St. Rose, Louisiana, 70087, duly authorized by Resolution of the Board of Directors, a copy of which is attached hereto and made a part hereof.

Herein after referred to as "**GRANTOR**"

-and-

PARISH OF ST. CHARLES, a political subdivision of the State of Louisiana, herein represented by **V. J. ST. PIERRE, JR.**, its Parish President, whose mailing address is P.O. Box 302, Hahnville, Louisiana, 70057; authorized pursuant to Ordinance No. _____ adopted by St. Charles Parish Council on the ____ day of _____, 2015, a copy of which is attached hereto and made a part hereof;

Herein after referred to as "**GRANTEE**"

GRANTOR does hereby donate, grant, present, dedicate, assign, transfer, deliver, and set over a servitude, easement, and right-of-way unto **GRANTEE** to locate, construct, maintain, repair, alter, operate, patrol, extend and/or replace an existing right-of-way, including all appurtenances thereto; together with the right to trim, cut, fell and remove therefore all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the **GRANTOR**, 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, said property being more particularly described as follows:

LEGAL DESCRIPTION

That piece or portion of ground being a Proposed 4'-10" Right of Way to Lease Site SCP on Tract 5-A of Elkinsville Subdivision. Situated in Section 39, T-13-S, R-9-E, St. Rose, St. Charles Parish, Louisiana and being more fully described as follows:

Commence at the northeast intersection of Short Street and Second Street; thence proceed in a northeasterly direction along the north right of way of Short Street a bearing of N66°07'57"E a distance of 12.58' to a point;

The Point of Beginning

Thence proceed in a northwesterly direction along the west line of a Proposed 4'-10" Right of Way being the east line of an existing 12'-7" right of way a bearing of N23°52'03"W a distance of 875.62' to a point;

Thence proceed in a northwesterly direction along the north line of a Proposed 4'-10" Right of Way being the south line of Lease Site SCP a bearing of N66°07'57"W a distance of 4.84' to a point;

Thence proceed in a southeasterly direction along the east line of a Proposed 4'-10" Right of Way a bearing of S23°52'03"E a distance of 875.62' to a point;

Thence proceed in a southwesterly direction along the south line of a Proposed 4'-10" Right of Way being the north right of way of Short Street a bearing of S66°07'57"W a distance of 4.84' to a point;

The Point of Beginning

As shown on a survey plat by Stephen P. Flynn, P.L.S., dated February 28, 2015 revised June 23, 2015.

TO HAVE AND TO HOLD said servitude, easements, and rights of way unto said **GRANTEE**, and its successors and assigns forever.

GRANTOR grants unto **GRANTEE** the right of ingress and egress to and from said servitude for the purpose of constructing, installing, operating, maintaining, repairing, extending and/or replacing additional improvements. **GRANTOR** retains the rights to fully use and enjoy the above-described property, except as to the rights here and above granted. **GRANTEE** agrees to indemnify and hold harmless **GRANTOR** from any and all damages, which **GRANTOR** may suffer, caused either wholly or in part, by reason of the negligence of the Parish of St. Charles, its agents or employees, in the installation, operation, and/or maintenance of this sewer servitude.

This agreement may be executed in any number of counterparts, 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

acknowledgement pages from the various counterparts may be merged and combined with signature and acknowledgement pages from other counterparts.

THUS done, read and passed in the City, Parish/County and State hereinafter designated, in the presence of undersigned competent witnesses who have hereunto signed their names with the parties.

WITNESSES:

WITNESSES:

GRANTEE:

PARISH OF ST. CHARLES

BY: V. J. ST. PIERRE, JR.
ITS: PARISH PRESIDENT

GRANTOR:

ELKINSVILLE CEMETERY ASSOCIATION

BY: KATHLEEN EVANS
PRESIDENT

LEON C. VIAL, III
NOTARY PUBLIC

My Commission Expires at death
Notary Identification or Bar Roll No. 13061

IN WITNESS WHEREFORE, said KAY FISHER BLOCKER has executed these documents in the presence of me, Notary, and the undersigned named competent witnesses, at my office in the County of _____ and State of California, on this _____ day of _____, 2015

WITNESSES:

GRANTOR:

KAY FISHER BLOCKER

Print Name:

NOTARY PUBLIC

My Commission Expires: _____
Notary Identification or Bar Roll No.: _____