

Certified Copy

St. Charles Parish Clerk of Court
P.O. Box 424
Hahnville, LA 70057

Phone (985) 783-6632

Ref. Ord. 24-10-7
2024-0333

Lance Marino
Clerk of Court
Parish of St. Charles

Instrument Number: 487433

Book/Index: COB
Document Type: SERVITUDE
Recording Date: 03/14/2025 2:07 PM CDT

Grantor 1: ACSI PROPERTIES LLC
Grantee 1: ST CHARLES PARISH

THIS PAGE IS RECORDED AS PART OF YOUR DOCUMENT AND
SHOULD BE RETAINED WITH ANY COPIES.

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**

BEFORE ME, the undersigned notaries public, and in the presence of the undersigned competent witnesses, personally came and appeared:

ACSI PROPERTIES, L.L.C. (XX-XXX-9123), (100% Interest), a limited liability company existing under the Laws of Louisiana, represented herein by Susan B. Johnson, Manager, Member, pursuant to Certificate of Authority, attached hereto and made a part hereof, whose mailing address is 8611 Pontchartrain Boulevard, New Orleans, LA 70124,

(hereinafter designated as “GRANTOR”), 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. 24-10-7, adopted by the St. Charles Parish Council on the 21st day of October, 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 Ormond Area Flood Mitigation, CN Railroad Culvert Installation Project (hereinafter referred to as “Project”) a perpetual and assignable right of use, servitude, and easement in the described lands identified as Required Drainage Servitude to locate, construct, maintain, repair, operate, patrol and replace a subsurface drainage channel, including all appurtenances and improvements thereto and the right of ingress and egress to service and maintain the drainage channel; together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right of way; 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

The property is a 0.012 acre tract of land together with all the improvements situated thereon, and all rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, located in in St. Charles Parish, Louisiana in Section 13, Township 12 South, Range 8 East, Southeastern East of the Mississippi Land District. The property is the site of the proposed required drainage servitude, as shown on sheet 1 of the Right-of-Way map for Parish Project No. P200801. The maps were prepared by Crescent Engineering and Mapping, LLC, and Matthew Ledet, P.L.S. dated February 12, 2024, said map being attached hereto and made a part hereof, which property is more particularly described as follows:

From a control point called CP1 on the plat, with coordinates of X:3583447.43 and Y:534416.54 which is the point of commencement, proceed S12°36'06"E distance of 73.43 feet to a point; thence proceed S24°22'04"E a distance of 36.00 feet to a point, said point being the point of beginning; thence continue S65°22'25"W a distance of 17.00 feet to a point; thence proceed S66°06'35"E a distance of 26.84 feet to a point; thence proceed S65°22'25"W a distance of 35.00 feet to a point; thence proceed N24°22'04"W a distance of 20.00 feet to the point of beginning.

All of which comprises the Required Drainage Servitude as shown on sheet 1 of the Right of Way map for Parish Project No. P200801, attached hereto and made a part hereof, and contains an area of 519.998 square feet or 0.012 acres.

Being a portion of the same property acquired by ACSI Properties, L.L.C. by Cash Sale from William C. Stepps, et al, dated July 31, 2000, recorded in St. Charles Parish in Instrument No. 245879 on August 4, 2000.

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 Required Temporary Construction Servitude, for a period of eighteen (18) months beginning upon the date that notice to proceed is issued to the selected contractor for construction of the above-referenced Project with written notice provided by St. Charles Parish to the landowner regarding same 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 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.

LEGAL DESCRIPTION TEMPORARY CONSTRUCTION SERVITUDE

The property is a 0.078 acre tract of land together with all the improvements situated thereon, and all rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, located in in St. Charles Parish, Louisiana in Section 13, Township 12 South, Range 8 East, Southeastern East of the Mississippi Land District. The property is the site of the proposed temporary construction servitude, as shown on sheet 1 of the Right-of-Way map for Parish Project No. P200801. The maps were prepared by Crescent Engineering and Mapping, LLC, and Matthew Ledet, P.L.S. dated February 12, 2024, said map being attached hereto and made a part hereof, which property is more particularly described as follows:

From a control point called CP1 on the plat, with coordinates of X:3583447.43 and Y:534416.54 which is the point of commencement, proceed S12°36'06"E a distance of 73.43 feet to a point, said point being the point of beginning; thence proceed N65°33'01"E a distance of 70.00 feet to a point; thence continue S24°22'04"E a distance of 55.78 feet to a point; thence proceed S65°22'25"W a distance of 35.00 feet to a point; thence proceed N66°06'35"W a distance of 26.84 feet to a point; thence proceed S65°22'25"W a distance of 17.00 feet to a point; thence proceed N24°22'04"W a distance of 36.00 feet to the point of beginning.

All of which comprises the Temporary Construction Servitude as shown on sheet 1 of the Right of Way map for Parish Project No. P200801, attached hereto and made a part hereof, and contains an area of 3392.352 square feet or 0.078 acres.

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 servitudes is the price and sum of TWENTY-ONE THOUSAND SEVENTY-SEVEN AND 80/100 (\$21,077.80) 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 agrees that the consideration provided herein constitutes full and final settlement for the perpetual and temporary servitude herein granted and for any and all diminution in the value of GRANTOR's remaining property as a result of the granting of these servitudes.

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 Parish of Jefferson, 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 6th day of March, 2025, after a due reading of the whole.

WITNESSES:

Jamie Williams

Jenn Williams

Print Name

Jane Dufour

Jane Dufour

Print Name

GRANTOR:

ACSI PROPERTIES, L.L.C.

Susan B. Johnson

BY: SUSAN B. JOHNSON

ITS: MANAGER, MEMBER

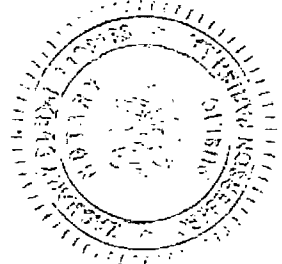
[Signature]
NOTARY PUBLIC

Zachary Dubiel

Printed Name: _____

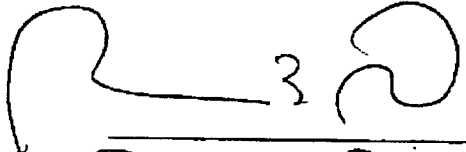
Notary Identification or Bar Roll No.: #178183

My Commission expires: with death

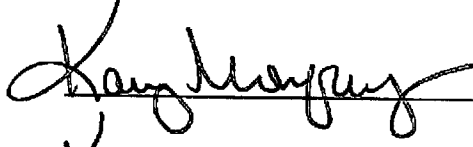


IN TESTIMONY WHEREOF, in Parish of St. Charles, State of Louisiana the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses and notary, as of the 12th day of March, 2025, after a due reading of the whole.

WITNESSES:



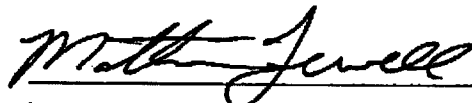
Robert L. Raymond
Print Name



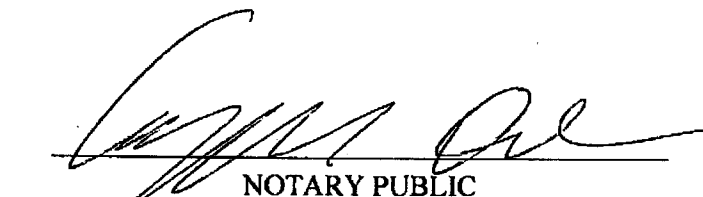
Kay Mayguy
Print Name

GRANTEE:

ST. CHARLES PARISH



BY: MATTHEW JEWELL
ITS: PRESIDENT



NOTARY PUBLIC
Printed Name: Cory M. Aubre
Notary Identification or Bar Roll No.: 28709
My Commission expires: for life

UNITED STATES OF AMERICA

STATE OF Louisiana

PARISH OF Jefferson

**CERTIFICATE OF AUTHORITY
TO ACT FOR ACSI PROPERTIES, L.L.C.**

On the date hereinafter set forth, the undersigned, being sole Manager/Member of ACSI PROPERTIES, L.L.C., a Limited Liability Company, authorized to and doing business in the State of Louisiana came and appeared

Susan B. Johnson, 8611 Pontchartrain Blvd., New Orleans, LA 70124

Who acknowledges and declares that SUSAN B. JOHNSON is sole Manager/Member of ACSI PROPERTIES, L.L.C., a Limited Liability Company, since its organization under the laws of the State of Louisiana and recordation of its Articles of Organization, which are recorded in the office of the Secretary of State of the State of Louisiana, and hereby certifies, agrees and declares that SUSAN B. JOHNSON, is authorized to act for and in the name of the said ACSI PROPERTIES, L.L.C., to do the following:

1. Execute a SERVITUDE AGREEMENT to transfer and convey a perpetual drainage servitude and a temporary construction servitude over property situated in the ST. CHARLES PARISH, Louisiana, hereinafter referred to as the "Property" which property more fully described as follows:

PERPETUAL DRAINAGE SERVITUDE

The property is a 0.012 acre tract of land together with all the improvements situated thereon, and all rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, located in in St. Charles Parish, Louisiana in Section 13, Township 12 South, Range 8 East, Southeastern East of the Mississippi Land District. The property is the site of the proposed required drainage servitude, as shown on sheet 1 of the Right-of-Way map for Parish Project No. P200801. The maps were prepared by Crescent Engineering and Mapping, LLC, and Matthew Ledet, P.L.S. dated February 12, 2024, said map being attached hereto and made a part hereof, which property is more particularly described as follows:

From a control point called CP1 on the plat, with coordinates of X:3583447.43 and Y:534416.54 which is the point of commencement, proceed S12°36'06"E distance of 73.43 feet to a point; thence proceed S24°22'04"E a distance of 36.00 feet to a point, said point being the point of beginning; thence continue S65°22'25"W a distance of 17.00 feet to a point; thence proceed S66°06'35"E a distance of 26.84 feet to a point; thence proceed S65°22'25"W a distance of 35.00 feet to a point; thence proceed N24°22'04"W a distance of 20.00 feet to the point of beginning.

All of which comprises the Required Drainage Servitude as shown on sheet 1 of the Right of Way map for Parish Project No. P200801 and contains an area of 519.998 square feet or 0.012 acres.

TEMPORARY CONSTRUCTION SERVITUDE

The property is a 0.078 acre tract of land together with all the improvements situated thereon, and all rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, located in in St. Charles Parish, Louisiana in Section 13, Township 12 South, Range 8 East, Southeastern East of the Mississippi Land District. The property is the site of the proposed temporary construction servitude, as shown on sheet 1 of the Right-of-Way map for Parish Project No. P200801. The maps were prepared by

Crescent Engineering and Mapping, LLC, and Matthew Ledet, P.L.S. dated February 12, 2024, said map being attached hereto and made a part hereof, which property is more particularly described as follows:

From a control point called CP1 on the plat, with coordinates of X:3583447.43 and Y:534416.54 which is the point of commencement, proceed S12°36'06"E a distance of 73.43 feet to a point, said point being the point of beginning; thence proceed N65°33'01"E a distance of 70.00 feet to a point; thence continue S24°22'04"E a distance of 55.78 feet to a point; thence proceed S65°22'25"W a distance of 35.00 feet to a point; thence proceed N66°06'35"W a distance of 26.84 feet to a point; thence proceed S65°22'25"W a distance of 17.00 feet to a point; thence proceed N24°22'04"W a distance of 36.00 feet to the point of beginning.

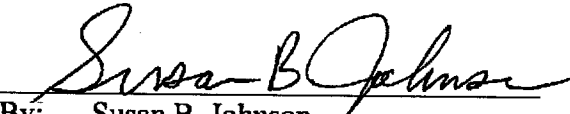
All of which comprises the Temporary Construction Servitude as shown on sheet 1 of the Right of Way map for Parish Project No. P200801 and contains an area of 3392.352 square feet or 0.078 acres.

- 2. Execute and sign any and all documents and writings of any kind whatsoever as deemed necessary in connection with the perpetual drainage servitude and temporary construction servitude for the Property.
- 3. Execute and deliver instruments, documents, agreements and other writings authorized in this certificate upon such terms, and in such form as she, in her sole, exclusive and absolute discretion deems necessary, advisable or proper.

The undersigned does further declare on behalf of ACSI PROPERTIES, L.L.C., that any person dealing with SUSAN B. JOHNSON, may assume that her authority is still in full force and effect unless there is recorded in the conveyance records of St. Charles Parish, Louisiana an express revocation of such authority.

THUS DONE AND SIGNED on the 11 day of MARCH, 2025.

ACSI PROPERTIES, L.L.C.


By: Susan B. Johnson
Its: Manager, Member

2024-0333

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

ORDINANCE NO. 24-10-7

An ordinance to approve a purchase and/or expropriate a .012 acre perpetual drainage servitude and a .078 acre temporary construction servitude over property now or formerly owned by ACSI Properties, LLC, for the Ormond Area Flood Mitigation, CN Railroad Culvert Installation Project (P200801).

WHEREAS, the Ormond area in Destrehan, St. Charles Parish, Louisiana has a history of drainage problems; and,

WHEREAS, drainage improvements are needed to relieve the constriction of flow under the CN Railroad tracks to increase the overall drainage capacity of the railroad crossing system and mitigate the flooding in the area; and,

WHEREAS, St. Charles Parish has secured funding from the State of Louisiana through the Office of Community Development Louisiana Watershed Initiative for this project; 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 Ormond Area Flood Mitigation, CN Railroad Culvert Installation Project to protect the property owners in the Destrehan community; and,

WHEREAS, properties are more particularly described on the Right-of-Way Map for CN Railroad Culverts in Ormond, Project No. (P200801), Sheet Number 1 of 2, prepared by Crescent Engineering and Mapping, LLC, and Matthew Ledet, P.L.S. dated February 12, 2024, last revised April 19, 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 \$21,077.80.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the purchase and/or expropriation of a .012 acre perpetual drainage servitude and a .078 acre temporary construction servitude over property now or formerly owned by ACSI Properties, LLC, is hereby approved and accepted for the not to exceed value of \$21,077.80.

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, O'DANIELS,
FISHER, DEBRULER
NAYS: NONE
ABSENT: COMARDELLE

And the ordinance was declared adopted the 21st day of October, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher

SECRETARY: Michelle Spadaro

DLVD/PARISH PRESIDENT: October 22, 2024

APPROVED: _____ **DISAPPROVED:** _____

PARISH PRESIDENT: Matthew Jewell

RETD/SECRETARY: October 23, 2024

AT: 10:47am **RECD BY:** (Signature)

