

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:

HILL HEIGHTS COUNTRY CLUB, INC., a Non-Profit Corporation duly organized under the laws of the State of Louisiana, whose mailing address is P.O. Box 296, Destrehan, LA 70047, herein appearing through **SUSAN STILLINGER**, its duly authorized President pursuant to Certificate of Authority 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 grant, present, dedicate, assign, transfer, deliver, and set over a drainage servitude, easement, and right-of-way unto **GRANTEE** for the purposes of constructing, installing, operating, maintaining, repairing, and/or replacing drainage improvements on, through, around, under, and/or over the following described property situated in St. Charles Parish, 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 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 certain piece or portion of ground being identified as Parcel A-1A of Hill Heights Country Club situated in Section 13, T-12-S, R-8-E., Destrehan, St. Charles Parish, Louisiana. All in accordance with a survey plan by Stephen P. Flynn, P.L.S., dated July 18, 2014 and being more fully described as follows:

Commencing at a Point said point being the southwest corner of Lot 80, Square H, Phase B of Ormond Country Club Estates Section 12 and the northern right of way of Y & MV Railroad; Thence proceed in a northwesterly direction along the northern right of way of Y & MV Railroad a bearing of N23°37'34"W a distance of 40.27' to a point; being the **Point of Beginning**;

Thence Proceed in a northwesterly direction along the east right of way of Y & MV Railroad a bearing of N23°37'34"W a distance of 27.74' to a point;

Thence proceed in a northeasterly direction along the west line of Parcel A-1A a bearing of N22°30'41"E a distance of 997.20' to a point;

Thence proceed in a southeasterly direction along the north line of Parcel A-1A a bearing of S32°25'36"E a distance of 24.43' to a point;

Thence proceed in a southwesterly direction along the east line of Parcel A-1A a bearing of S22°30'41"W a distance of 1002.39' to a point; being the **Point of Beginning**.

The above described tract contains 19,996 square feet or 0.459 acres, more or less, and being a portion of the same property conveyed to Hill Heights Country Club, Inc., from Sam J. Vitrano by Act of Credit Sale dated February 28, 1967 and recorded in COB 66, folio 290, Entry #30728 on February 28, 1967 in the official records of St. Charles Parish, Louisiana.

TO HAVE AND TO HOLD said servitude, 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 THIRTY EIGHT THOUSAND THREE HUNDRED SEVENTY SIX AND NO/100 (\$38,376.00) DOLLARS, which **GRANTEE** has paid cash in hand, in current money, to said **GRANTOR**, who acknowledge the receipt thereof and grant full acquittance and discharge thereof.

GRANTOR grants unto **GRANTEE** the right of ingress and egress to and from said servitude for the purpose of constructing, installing, operating, maintaining, repairing, and/or replacing drainage 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 drainage servitude.

It is further understood and agreed that **GRANTOR** improvements, specifically two (2) light poles, a set of metal bleachers, and twenty (20) linear feet of chain link fencing shall be allowed to remain within the described right-of-way. Upon commencement of construction activities, **GRANTEE**, at its cost and discretion, shall relocate the specifically listed improvements to an area on **GRANTOR** property outside of the right-of-way described herein. **GRANTOR** further agrees not to install any additional improvements in the right-of-way that may

interfere with or abridge the rights granted herein. Relocation of any improvements installed after the effective date of the servitude shall be at the sole cost of **GRANTOR**.

THUS done, read and passed at my office in the City of Hahnville, Parish and State aforesaid, in the presence of undersigned competent witnesses who have hereunto signed their names with the parties and me, said Notary, the day, month and year first above written.

WITNESSES:

GRANTOR:
HILL HEIGHTS COUNTRY CLUB, INC.

BY: SUSAN STILLINGER
ITS: PRESIDENT

WITNESSES:

GRANTEE:
PARISH OF ST. CHARLES

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

NOTARY PUBLIC
DAVID S. MOYER
NO. 28166