

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 sixteen (2016).

**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:

**KELCEY J. SIMONEAUX** being a person of the full age of majority, domiciled in the Parish of St. Charles, Stat of Louisiana, who declared unto me, Notary, that he has been married once and then to Lisa Layus Simoneaux, from whom he is divorced, in 2009, St. Charles Parish, LA, whose present mailing address is 132-B Thoroughbred Avenue, Montz LA, 70068;

Herein after referred to as “**GRANTOR**”

-and-

**PARISH OF ST. CHARLES**, a political subdivision of the State of Louisiana, herein represented by **LARRY COCHRAN**, 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 \_\_\_\_\_, 2016, 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 described as DS5-1b unto **GRANTEE** to locate, construct, maintain, repair, operate, patrol and replace a drainage channel, including all appurtenances thereto, 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 PORTION of the **Coulee Canal Maintenance & Access Servitude** located across Lot A, Dwight Clement Subdivision, in Section 6, Township 12

South – Range 7 East, Town of MONTZ, St. Charles Parish, Louisiana, being the property of Kelcey J. Simoneaux, et ux and is more fully described as follows:

**COMMENCE** at the northeast corner of Lot 28-A, Dixieland Subdivision Extension;

THENCE, proceed along the northerly line of Lot 28-A, N 41°26'28" W a distance of 1.00 feet to a point that intersects with the easterly line of Thoroughbred Avenue (a 50' R.O.W.);

THENCE, proceed along the aforesaid easterly line, N 47°53'04" E a distance of 89.45 feet to the **POINT OF BEGINNING**;

THENCE, continue along the aforesaid easterly line, N 47°53'04" E a distance of 27.94 feet to a point;

THENCE, proceed S 10°16'29" E a distance of 41.14 feet to a point;

THENCE, proceed S 27°57'07" E a distance of 35.36 feet to point on a common property line;

THENCE, proceed along the aforesaid common property line, S 47°11'04" W a distance of 9.88 feet to a point;

THENCE, proceed N 32°03'18" W a distance of 70.44 feet to the **POINT OF BEGINNING**.

The above described portion of ground contains **1,088.46** square feet or **0.025** acres. All in accordance with the attached plan of **DRAINAGE SERVITUDES** by G.E.C., Inc., Job No. 413-2060106.004, dated April 21, 2015; revised August 25, 2015.

**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 THREE THOUSAND EIGHT HUNDRED AND FORTY FIVE AND NO/100 (\$3,845.00) 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 to locate, construct, maintain, repair, operate, patrol and replace a drainage channel, including all appurtenances thereto. **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 while the southwest line of the new servitude is roughly ten (10) feet away from the **GRANTOR's** house, there is no need for the **GRANTOR** to acquire a variance for the close proximity of the house to the servitude line.

**THUS** done, read and passed at my office in the City of Destrehan, 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:**

\_\_\_\_\_  
**KELCEY J. SIMONEAUX**

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**GRANTEE:**  
**PARISH OF ST. CHARLES**

\_\_\_\_\_  
**BY: LARRY COCHRAN**  
**ITS: PARISH PRESIDENT**

\_\_\_\_\_  
**NOTARY PUBLIC**  
**ROBERT L. RAYMOND - NO. 11408**

EXHIBIT B

