



Certified Copy

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

Phone (985) 783-6632

*Ref. Ord. 24-12-8*  
*2024-0400*

**Lance Marino**  
Clerk of Court  
Parish of St. Charles

**Instrument Number: 487333**

**Book/Index:** COB

**Document Type:** SERVITUDE

**Recording Date:** 03/11/2025 9:28 AM CDT

**Grantor 1:** CRISTINA & LAURICELLA INC

**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.



*Aubrey Waguespack*  
Aubrey Waguespack, 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:

**CRISTINA & LAURICELLA, INC. (XX-XXX6904)**, (100% Interest), a Louisiana Corporation authorized to and doing business in the State of Louisiana, Parish of St. Charles, whose mailing address is 1928 Williams Boulevard, Kenner, Louisiana 70062, herein appearing through Christopher F. Cristina, duly authorized officer or director, pursuant to an Extract of Resolutions dated November 3, 2015 and recorded in COB 825, Folio 441, Instrument Number 411064 on December 4, 2015, a copy of which is attached hereto and made a part hereof,

(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. 24-12-8 adopted by the St. Charles Parish Council on December 16, 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 Perpetual Drainage Servitude Parcel P-100 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-100**

That piece or portion of ground being a Perpetual Drainage Servitude across the Cristina & Lauricella, Inc. Tract situated in Section 53, T-12-S, R-8-E, Montz, St. Charles Parish, Louisiana and being more fully described as follows:

**Beginning at a point** being the southeast intersection of Airline Highway – US Highway 61 & Evangeline Road at Station 10+00, offset 0.00 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 southwesterly direction along the west line of a Perpetual Drainage Servitude being the east right of way of Evangeline Road a bearing of S36°15'43"W a distance of 91.39' 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 110.39' to a point;

Thence proceed in a northeasterly direction along the east line of a Perpetual Drainage Servitude being the west line of the L.N. Bougere Tract a bearing of N36°35'33"E a distance of 94.45' 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 along a non-tangent curve to the left with a radius of 11384.16', a curve length of 110.77' and a chord bearing of N51°45'50"W a distance of 110.77' 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 THE CRISTINA & LAURICELLA, INC. TRACT" by Stephen P. Flynn, P.L.S. dated October 24, 2023, attached hereto and made a part hereof.

Being the same property acquired by Cristina & Lauricella Inc. from Evangeline City, Inc. by Sale of Property dated October 22, 1934 and recorded on November 7, 1934 in COB II, Folio 422, 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 Temporary Construction Servitude Parcel T-100, 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-100**

That piece or portion of ground being a 13' Temporary Construction Servitude across the Cristina & Lauricella, Inc. Tract situated in Section 53, 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, offset 0.00 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 southwesterly direction along the west line of a Perpetual Drainage Servitude being the east right of way of Evangeline Road a bearing of S36°15'43"W a distance of 91.39' 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 right of way of Evangeline Road a bearing of S36°15'43"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 110.32' to a point;

Thence proceed in a northeasterly direction along the east line of a 13' Temporary Construction Servitude being the west line of the L.N. Bougere Tract a bearing of N36°35'33"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 110.39' 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 THE CRISTINA & LAURICELLA, INC. TRACT" by Stephen P. Flynn, P.L.S. dated October 24, 2023, attached hereto and made a part hereof.

Being the same property acquired by Cristina & Lauricella Inc. from Evangeline City, Inc. by Sale of Property dated October 22, 1934 and recorded on November 7, 1934 in COB II, Folio 422, St. Charles Parish, Louisiana.

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 FIFTY-NINE THOUSAND SEVEN HUNDRED FIFTY-SIX AND NO/100 (\$59,756.00) 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 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 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 27<sup>th</sup> day of February, 2025, after a due reading of the whole.

WITNESSES:

Jennifer Williams

Jennifer Williams

Print Name

Richard D'Argenio

Richard D'Argenio

Print Name

GRANTOR:

Cristina & Lauricella, Inc.

CRISTINA & LAURICELLA, INC.

BY: CHRISTOPHER F. CRISTINA

ITS: SECRETARY/TREASURER

Zachary Dubiel

NOTARY PUBLIC

**Zachary Dubiel**

Printed Name: \_\_\_\_\_ **#178183**

Notary Identification or Bar Roll No.: \_\_\_\_\_

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 5 day of March, 2025, after a due reading of the whole.

WITNESSES:

GRANTEE:

ST. CHARLES PARISH

Ashley Bagot

Matthew Jewell

BY: MATTHEW JEWELL

Ashley Bagot

ITS: PRESIDENT

Print Name

Madeline Fisher

Madeline Fisher

Print Name

[Signature]  
NOTARY PUBLIC

Printed Name: Carey M. Aubre

Notary Identification or Bar Roll No.: 77473

My Commission expires: At Death



## St. Charles Parish Recording Page

Lance Marino  
Clerk of Court  
St. Charles Parish Courthouse  
PO Box 424  
Hahnville, LA 70057  
(985) 783-6632

Received From :  
LACOUR, T ROBERT  
3220 WILLIAMS BLVD.  
KENNER, LA 70085

First VENDOR  
CRISTINA & LAURICELLA INC

First VENDEE

Index Type : CONVEYANCE  
Type of Document : RESOLUTION

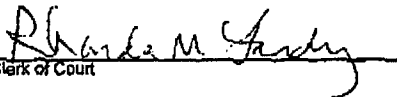
Entry Number : 411064

Book : 825 Page : 441

Recording Pages : 3

### Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Charles Parish, Louisiana

  
Clerk of Court

On (Recorded Date) : 12/04/2015

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3220 WILLIAMS BLVD.  
KENNER, LA 70085

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**EXTRACT OF RESOLUTIONS  
OF  
CRISTINA & LAURICELLA, INC.**

The following resolutions of the directors of Cristina & Lauricella, Inc., were adopted at a meeting on November 3, 2015, where a quorum was present:

**BE IT RESOLVED**, that Calvin Cristina or Kenneth T. Cristina or David Romig or Christopher F. Cristina, officers or directors of this Corporation, or any of them acting alone, is fully authorized in the name and on behalf of this Corporation, to purchase any real estate in the State of Louisiana, or elsewhere, for such amount and on such terms and conditions and with such clauses and stipulations contained in the Act of Sale as any such officer thinks proper and advisable; and also to sell any real estate owned by this Corporation to any person or persons or entities for such amount and on such terms and conditions such officer may determine or think advisable, and to receive and receipt for the selling price and to give full acquittance and discharge therefor; to mortgage real estate owned by this Corporation under a conventional or collateral mortgage or to any homestead association under a vendor's lien and in accordance with the rules and regulations of the homestead association, for such amounts and on such terms and conditions such officer may determine; with authority in the case of homestead association loan to sell the property to the association and to repurchase same, and to subscribe to any mortgage installment stock as may be necessary, all in accordance with its rules and regulations; with full authority on the part of such officer to sign and execute any act or acts before Notary Public, said act or acts to contain such clauses, stipulations, and obligations such officer may deem advisable, including confession of Judgment, sale by executory process, waiver of appraisalment, and the non-alienation clauses; with further authority to sign and execute any and all documents or deeds, notes, pledges and mortgage notes, building contracts, necessary or advisable to carry out fully the foregoing objects and purposes; to grant and execute servitudes or rights of way agreements or lease agreements on or of any real estate owned by this Corporation for such amounts and on such terms and conditions and with such clauses and stipulations as such officer deems advisable; the intent of this resolution being to place full authority with any such officer to transact completely the business of this Corporation as outlined in its charter, in which its objects and purposes are set forth, all without the necessity of the adoption by the Board of Directors of a separate resolution to cover each transaction, or to cover each sale, purchase, mortgage or servitude, with further authority to do anything in the premises which may be necessary or advisable to carry out fully all or any of the purposes of this resolution, including any such officer appearing before a notary public and granting a power of attorney to any person or persons to perform the powers and duties granted to such officer by this resolution.

**FURTHER RESOLVED**, that this Corporation does hereby ratify and confirm any and all things and actions performed by any such officers above named on behalf of this Corporation in fulfilling his duties pursuant to the authority granted herein.

\*\*\*\*\*

I, Calvin Cristina, Secretary of Cristina & Lauricella, Inc., certify that the above resolutions are a true, complete and correct extract of resolutions adopted by the directors of Cristina & Lauricella, Inc. on November 3, 2015, and that said resolutions are still in full force and effect and are not in conflict with the Corporation's articles or by-laws.

Kenner, Louisiana, this 320 day of November, 2015.

  
\_\_\_\_\_  
SECRETARY

ATTEST:

  
\_\_\_\_\_  
PRESIDENT

COB: 487333; Page: 9; Filed: 3/1/2025 9:28:45 AM [stcharles: AW]

2024-0400

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

ORDINANCE NO. 24-12-8

An ordinance to rescind Ordinance No. 24-5-10 and to approve a purchase and/or expropriate a 10,275 square foot perpetual drainage servitude designated as Parcel P-100 and a 1,432 square foot temporary construction servitude designated as Parcel T-100 over property owned by Cristina & Lauricella, Inc., for the Montz Pump Station and Drainage Modification Project.

**WHEREAS**, Ordinance No. 24-5-10 adopted on May 20, 2024, by the St. Charles Parish Council, approved a purchase and/or expropriate a 10,275 square foot perpetual drainage servitude designated as P-100 and a 1,432 square foot temporary construction servitude designated as T-100 over property owned by Cristina & Lauricella, Inc., for the Montz Pump Station and Drainage Modification Project; and,

**WHEREAS**, the established just compensation amount was revised as a second appraisal report was obtained providing an updated fair market value, thus Ordinance No. 24-5-10 needs to be rescinded; and,

**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 March 15, 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 \$59,756.00.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That Ordinance No. 24-10-5, adopted May 20, 2024, is hereby rescinded.

**SECTION II.** That the purchase and/or expropriation of a 10,275 square foot servitude designated as Parcel P-100 and a 1,432 square foot temporary construction servitude designated as Parcel T-100 is hereby approved and accepted for the not to exceed value of \$59,756.00.

**SECTION III.** 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 16th day of December, 2024, to become effective five (5) days after publication in the Official Journal

CHAIRMAN: B. Fisher  
SECRETARY: Nichelle Dupont  
DLVD/PARISH PRESIDENT: December 17, 2024  
APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: Matthew Jewell  
RETD/SECRETARY: December 17, 2024  
AT: 3:29 pm RECD BY: [Signature]

