

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

ACT OF SERVITUDE

BE IT KNOWN, that on the dates below subscribed,

BEFORE ME, the undersigned Notaries Public, duly commissioned and qualified and in the presence of the two competent witnesses hereinafter undersigned; PERSONALLY CAME AND APPEARED:

THE KANSAS CITY SOUTHERN RAILWAY COMPANY, a Missouri Corporation, authorized to do and doing business in the State of Louisiana, to be addressed at 427 West 12th Street, Kansas City, Missouri 64105, herein appearing by and through **Ginger Adamiak**, its Vice President – Energy, Industrial Development, and Innovation, duly authorized by delegation of the Board of Directors of the Company through the Chairman of the Company, a copy 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 **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 _____, 2018, 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 - servitude, easement, and right-of-way described as Parcel No. 6-4 unto **GRANTEE** to - access, maintain, repair, operate, patrol and/or replace an existing 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 or rights of way 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 Project Access for Maintenance, Phase II in Sections 49 & 50, Township 12 South – Range 8 East, Town of MONTZ, St. Charles Parish, Louisiana,

being the property of The Kansas City Southern Railway Company and is more fully described as follows:

From a point on the centerline of Coulee Canal Access for Maintenance, Phase II, at Station 173+79.26, which is the point of beginning,

proceed S36°26'06"W a distance of 53.25 feet to a point and corner;

thence proceed N48°06'05"W a distance of 1248.93 feet to a point and corner;

thence proceed N36°25'18"E a distance of 9.58 feet to a point and corner;

thence proceed S50°06'04"E a distance of 1245.53 feet to the point of beginning.

The above described portion of ground contains 39,058.70 square feet or 0.897 acres. All in accordance with sheets #6 & 9 of the Right of Way Map of Coulee Canal Project Access for Maintenance, Phase II by registered land surveyor Stephen P. Flynn, P.L.S. of Riverlands Surveying Co., LLC, dated July 24, 2017.

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 FOUR THOUSAND FIVE HUNDRED FIFTY AND 00/100 (\$4,550.00) 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 grants unto **GRANTEE** the right of ingress and egress over the lands described above to maintain, repair, operate, and patrol the existing drainage channel, including all appurtenances thereto. When exercising its rights of ingress and egress, or the other rights granted herein, **GRANTEE**, and any of **GRANTEES** equipment, personnel, agents, employees, or contractors, shall, at all times cross all railroad tracks at existing crossings and remain at least 25 feet away from any railroad track. If **GRANTEE** desires to exercise any of the rights (other than using existing crossings) granted by this Act of Servitude within 25 feet of any railroad track, then **GRANTEE** shall, at their sole cost and expense, hire a certified Roadway Worker In Charge from RailPros field services, who shall remain on site while the work is performed. **GRANTEE**, shall restore and repair the property described above after each entry by **GRANTEE**. **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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

THUS done, read and passed in _____, _____ County,
State of _____, in the presence of undersigned competent witnesses who
have hereunto signed their names with the parties and me, said Notary, on this _____ day
of _____, in the year two thousand and eighteen (2018).

WITNESSES:

PRINT

PRINT

GRANTOR:

**THE KANSAS CITY SOUTHERN
RAILWAY COMPANY**

BY: Ginger Adamiak

**ITS: Vice President – Energy,
INDUSTRIAL DEVELOPMENT , AND
INNOVATION**

NOTARY PUBLIC

THUS done, read and passed at in _____,
_____ Parish, State of _____, in the presence of undersigned
competent witnesses who have hereunto signed their names with the parties and me, said
Notary, on this _____ day of _____, in the year two thousand and eighteen (2018).

WITNESSES:

PRINT

PRINT

GRANTEE:

PARISH OF ST. CHARLES

BY: LARRY COCHRAN

ITS: PARISH PRESIDENT

NOTARY PUBLIC