

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**:

SHELLY LUKES BABINEAUX WIFE OF/AND BLAINE A. BABINEAUX, both being of the full age and majority, domiciled in the Parish of St. Charles, State of Louisiana who declared unto me, Notary, that they have been married but once, and then to each other and that they are presently living and residing together, whose present mailing address is 352 Evangeline Road, 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 DS2-6 unto **GRANTEE** to locate, construct, maintain, repair, operate, patrol and/or 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 Lots 63, 64, 65 and 66, Square 3, Unit 3 of Evangeline City Subdivision, in Section 7, Township 12 South – Range 7 East, **Town of MONTZ**, St. Charles Parish, Louisiana, being the property of Shelly Lukes Babineaux and Blaine A. Babineaux and is more fully described as follows:

COMMENCE at the southeast corner of Lot 63, Square 3, Unit 3 of Evangeline City Subdivision;

THENCE, proceed along the common property line of Lots 62 and 63, N 47°09'28" W a distance of 55.47 feet to the **POINT OF BEGINNING**;

THENCE, continue along the aforesaid common property line, N 47°09'28" W a distance of 79.75 feet to a point;

THENCE, proceed N 84°42'29" E a distance of 44.82 feet to a point;

THENCE, proceed N 84°43'14" E a distance of 53.39 feet to a point;

THENCE, proceed N 79°26'45" E a distance of 33.48 feet to a point on the common property line of Lots 66 and 67;

THENCE, proceed along the aforesaid common property line, S 47°09'28" E a distance of 44.13 feet to a point on the easterly line of Lots 65 and 66;

THENCE, proceed S 39°39'05" W a distance of 30.58 feet to a point;

THENCE, proceed S 79°26'45" W a distance of 86.53 feet to the **POINT OF BEGINNING**.

The above described portion of ground contains **6,890.02** square feet or **0.158** 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 NINETY SIX THOUSAND FIVE HUNDRED AND NO/100 (\$96,500.00) 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 to and from said servitude to locate, construct, maintain, repair, operate, patrol and/or 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.

THUS done, read and passed at my office in 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:

SHELLY LUKES BABINEAUX

WITNESSES:

GRANTOR:

BLAINE A. BABINEAUX

WITNESSES:

GRANTEE:
PARISH OF ST. CHARLES

BY: LARRY COCHRAN
ITS: PARISH PRESIDENT

NOTARY PUBLIC
ROBERT L. RAYMOND - NO. 11408