

SERVITUDE AGREEMENT

STATE OF LOUISIANA
PARISH OF ST. CHARLES

BEFORE ME, the undersigned notaries public, and in the presence of the undersigned competent witnesses, personally came and appeared:

HILL HEIGHTS COUNTRY CLUB, INC. (XX-XXX5422), (100% Interest), being a non-profit corporation existing under the Laws of Louisiana, represented herein by Alexandra Stokes, Executive Vice-President, pursuant to Resolution dated February 19, 2025, attached hereto and made a part hereof, whose mailing address is P.O. Box 296, Destrehan, LA 70047,

(hereinafter designated as “**GRANTOR**”), 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. 24-10-8, adopted by the St. Charles Parish Council on the 21st day of October, 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 Ormond Area Flood Mitigation, CN Railroad Culvert Installation Project (hereinafter referred to as “Project”) a perpetual and assignable right of use, servitude, and easement in the described lands identified as Required Drainage Servitude to locate, construct, maintain, repair, operate, patrol and replace a drainage channel, including all appurtenances and improvements thereto and the right of ingress and egress to service and maintain the drainage channel; together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right of way; 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

The property is a 0.011 acre tract of land together with all the improvements situated thereon, and all rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, located in in St. Charles Parish, Louisiana in Section 13, Township 12 South, Range 8 East, Southeastern East of the Mississippi Land District. The property is the site of the proposed required drainage servitude, as shown on sheet 2 of the Right-of-Way map for Parish Project No. P200801. The maps were prepared by Crescent Engineering and Mapping, LLC, and Matthew Ledet, P.L.S. dated September 29, 2023, said map being attached hereto and made a part hereof, which property is more particularly described as follows:

From a control point called CP2 on the plat, with coordinates X:3583804.32 and Y:533651.80 which is the point of commencement, proceed N31°09'07"W a distance of 207.77 feet to a point; thence proceed N24°22'04"W a distance of 10.00 feet to a point; thence proceed N65°37'56"E a distance of 40.00 feet to a point; thence proceed N20°09'45"W a distance of 20.05 feet to a point, said corner being the point of beginning; thence continue N20°09'45"W a distance of 116.32 feet to a point; thence proceed S24°22'04"E a distance of 46.00 feet to a point; thence proceed S24°22'04"E a distance of 70.00 feet to a point; thence proceed S65°37'56"W a distance of 8.53 feet to the point of beginning.

All of which comprises the Required Drainage Servitude as shown on sheet 2 of the Right of Way map for Parish Project No. P200801, attached hereto and made a part hereof, and contains an area of 494.718 square feet or 0.011 acres.

Being a portion of the same property acquired by Hill Heights Country Club, Inc. by Credit Sale from Sam J. Vitrano, dated February 28, 1967, recorded in St. Charles Parish in Instrument No. 30728 on May 9, 1967,

AND

Being a portion of the same property acquired by Hill Heights Country Club, Inc. by Credit Sale from Paul J. Murray, Jr., et al, dated February 28, 1967, recorded in St. Charles Parish in Instrument No. 30729 on May 9, 1967,

AND

Being a portion of the same property acquired by Hill Heights Country Club, Inc. by Credit Sale from Patrick E. Carr, et al, dated February 28, 1967, recorded in St. Charles Parish in Instrument No. 30730 on May 9, 1967,

AND

Being a portion of the same property acquired by Hill Heights Country Club, Inc. by Cash Sale from Mrs. Carey Estess Harang, et al, dated June 16, 1967, recorded in St. Charles Parish in Instrument No. 31022 on July 7, 1967.

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 Required Temporary Construction Servitude, for a period of eighteen (18) months beginning upon the date that notice to proceed is issued to the selected contractor for construction of the above-referenced Project with written notice provided by St. Charles Parish to the landowner regarding same 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 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.

LEGAL DESCRIPTION TEMPORARY CONSTRUCTION SERVITUDE

The property is a 0.062 acre tract of land together with all the improvements situated thereon, and all rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, located in in St. Charles Parish, Louisiana in Section 13,

Township 12 South, Range 8 East, Southeastern East of the Mississippi Land District. The property is the site of the temporary construction servitude, as shown on sheet 2 of the Right-of-Way map for Parish Project No. P200801. The maps were prepared by Crescent Engineering and Mapping, LLC, and Matthew Ledet, P.L.S. dated September 29, 2023, said map being attached hereto and made a part hereof, which property is more particularly described as follows:

From a control point called CP2 on the plat, with coordinates X:3583804.32 and Y:533651.80 which is the point of commencement, proceed N31°09'07"W a distance of 207.77 feet to a point, said corner being the point of beginning; thence proceed N24°22'04"W a distance of 10.00 feet to a point; thence proceed N65°37'56"E a distance of 40.00 feet to a point; thence proceed N20°09'45"W a distance of 20.05 feet to a point; thence continue N65°37'56"E a distance of 8.53 feet to a point and corner; thence proceed N24°22'04"W a distance of 70.00 feet to a point; thence proceed N65°37'56"E a distance of 20.00 feet to a point; thence proceed S24°22'04"E a distance of 100.00 feet to a point; thence proceed S65°37'56"W a distance of 70.00 feet to the point of beginning.

All of which comprises the Temporary Construction Servitude as shown on sheet 2 of the Right of Way map for Parish Project No. P200801, attached hereto and made a part hereof, and contains an area of 2685.294 square feet or 0.062 acres.

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 servitudes is the price and sum of THREE THOUSAND EIGHT HUNDRED NINETY-FIVE AND 37/100 (\$3,895.37) DOLLARS, which GRANTEE has paid cash in hand, in current money, to said GRANTOR, who acknowledges the receipt thereof and grants full acquittance and discharge thereof. GRANTOR acknowledges and agrees that the consideration provided herein constitutes full and final settlement for the perpetual and temporary servitudes herein granted and for any and all diminution in the value of GRANTOR's remaining property as a result of the granting of these servitudes.

GRANTOR further acknowledges that the consideration provided herein constitutes full and final settlement for the improvements situated wholly or partially within the required Perpetual Drainage Servitude and Temporary Construction Servitude, specifically one (1) mature Oak tree, together with any appurtenance thereto.

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 Tellason, State of Louisiana the party hereto has signed, executed, and acknowledged this instrument as her free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses and notary, as of the 18th day of March, 2025, after a due reading of the whole.

WITNESSES:

Collette Inubar
Collette Inubar

Print Name

Abby Tizzard

Abby Tizzard
Print Name

GRANTOR:

HILL HEIGHTS COUNTRY CLUB, INC.

Alexandra Stokes

BY: ALEXANDRA STOKES

ITS: EXECUTIVE VICE-PRESIDENT

[Signature]
NOTARY PUBLIC

Printed Name: Zachary Dubiel
Notary Identification or Bar Roll No.: #178183
My Commission expires: with death

IN TESTIMONY WHEREOF, in the 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 21 day of March, 2025, after a due reading of the whole.

WITNESSES:

Kay Montoy
Kay Montoy
Print Name

Madeline Fisher
Madeline Fisher
Print Name

GRANTEE:

ST. CHARLES PARISH

Matthew Jewell
BY: MATTHEW JEWELL
ITS: PRESIDENT

[Signature]
NOTARY PUBLIC

Printed Name: ROBERT L. RAYMOND
NOTARY PUBLIC
Notary Identification or Bar Roll No.: LSBA NO. 11408
LA NOTARY NO. 15331
My Commission expires: St. Charles Parish, Louisiana
My Commission is issued for Life

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON 3-28-2025
AS INSTRUMENT NO. 487713
IN MORTGAGE CONVEYANCE OATH BOOK

**RESOLUTION OF THE BOARD OF DIRECTORS OF
HILL HEIGHTS COUNTRY CLUB, INC.**

At a properly convened meeting of the Board of Directors of Hill Heights Country Club, Inc., a Non-Profit Corporation authorized to and doing business in the State of Louisiana, held on February 13, 2025, at which a quorum was present, the following resolutions were duly adopted:

BE IT RESOLVED that ALEXANDRA STOKES, in her capacity as Executive Vice-President, is hereby authorized for and on behalf of HILL HEIGHTS COUNTRY CLUB, INC. to execute and deliver for and on behalf of HILL HEIGHTS COUNTRY CLUB, INC. a SERVITUDE AGREEMENT to transfer and convey a perpetual drainage servitude and a temporary construction servitude over property situated in ST. CHARLES PARISH, Louisiana, hereinafter referred to as the "Property" which property is more fully described as follows:

PERPETUAL DRAINAGE SERVITUDE

The property is a 0.011 acre tract of land together with all the improvements situated thereon, and all rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, located in in St. Charles Parish, Louisiana in Section 13, Township 12 South, Range 8 East, Southeastern East of the Mississippi Land District. The property is the site of the proposed required drainage servitude, as shown on sheet 2 of the Right-of-Way map for Parish Project No. P200801. The maps were prepared by Crescent Engineering and Mapping, LLC, and Matthew Ledet, P.L.S. dated September 29, 2023, said map being attached hereto and made a part hereof, which property is more particularly described as follows:

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All of which comprises the Required Drainage Servitude as shown on sheet 2 of the Right of Way map for Parish Project No. P200801 and contains an area of 494.718 square feet or 0.011 acres.

TEMPORARY CONSTRUCTION SERVITUDE

The property is a 0.062 acre tract of land together with all the improvements situated thereon, and all rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, located in in St. Charles Parish, Louisiana in Section 13, Township 12 South, Range 8 East, Southeastern East of the Mississippi Land District. The property is the site of the temporary construction servitude, as shown on sheet 2 of the Right-of-Way map for Parish Project No. P200801. The maps were prepared by Crescent Engineering and Mapping, LLC, and Matthew Ledet, P.L.S. dated September 29, 2023, said map being attached hereto and made a part hereof, which property is more particularly described as follows:

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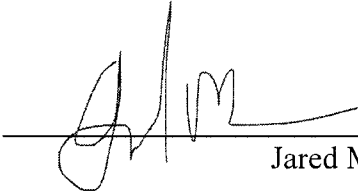
All of which comprises the Temporary Construction Servitude as shown on sheet 2 of the Right of Way map for Parish Project No. P200801 and contains an area of 2685.294 square feet or 0.062 acres.

BE IT FURTHER RESOLVED that ALEXANDRA STOKES is hereby authorized to execute and sign any and all documents and writings of any kind whatsoever as deemed necessary in connection with the perpetual drainage servitude and temporary construction servitude for the Property; and authorized to execute and deliver instruments, documents, agreements and other writings authorized in this certificate upon such terms, and in such form as she, in her sole, exclusive and absolute discretion deems necessary, advisable or proper.

CERTIFICATE

As Secretary of Hill Heights Country Club, Inc., I hereby certify that the foregoing is a true and correct copy of resolutions duly and legally adopted by the Board of Directors at a meeting held on February 13, 2025.

Dated this ~~19~~ day of February, 2025.



Jared Murray, Secretary

2024-0334

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

ORDINANCE NO. 24-10-8

An ordinance to approve a purchase and/or expropriate a .011 acre perpetual drainage servitude and a .062 acre temporary construction servitude over property now or formerly owned by Hill Heights Country Club, Inc., for the Ormond Area Flood Mitigation, CN Railroad Culvert Installation Project (P200801).

WHEREAS, the Ormond area in Destrehan, St. Charles Parish, Louisiana has a history of drainage problems; and,

WHEREAS, drainage improvements are needed to relieve the constriction of flow under the CN Railroad tracks to increase the overall drainage capacity of the railroad crossing system and mitigate the flooding in the area; and,

WHEREAS, St. Charles Parish has secured funding from the State of Louisiana through the Office of Community Development Louisiana Watershed Initiative for this project; 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 Ormond Area Flood Mitigation, CN Railroad Culvert Installation Project to protect the property owners in the Destrehan community; and,

WHEREAS, properties are more particularly described on the Right-of-Way Map for CN Railroad Culverts in Ormond, Project No. (P200801), Sheet Number 2 of 2, prepared by Crescent Engineering and Mapping, LLC, Matthew Ledet, P.L.S., dated September 29, 2023, 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 \$3,895.37.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the purchase and/or expropriation of a .011 acre perpetual drainage servitude and a .062 acre temporary construction servitude over property now or formerly owned by Hill Heights Country Club, Inc. is hereby approved and accepted for the not to exceed value of \$3,895.37.

SECTION II. 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, O'DANIELS,
FISHER, DEBRULER
NAYS: NONE
ABSENT: COMARDELLE

And the ordinance was declared adopted the 21st day of October, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Dupont
DLVD/PARISH PRESIDENT: October 22, 2024
APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: October 23, 2024
AT: 10:41 am RECD BY: [Signature]

