

## 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:

**STOREHOUSE LANE INVESTMENTS, L.L.C. (XX-XXX\_\_\_)**, (100% Interest), a limited liability company existing under the Laws of Louisiana, represented herein by Robert J. Bergeron, Member, whose mailing address is 7820 Maple Street, New Orleans, LA 70118, and Abbey A. Mack, Member, whose mailing address is 12 Storehouse Lane, Destrehan, LA 70047, pursuant to Unanimous Written Consent dated \_\_\_\_\_, attached hereto and made a part hereof,

(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. \_\_\_\_\_, adopted by the St. Charles Parish Council on the \_\_\_\_ day of \_\_\_\_\_, 2025, 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 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 0.104 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 1 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 February 12,

2024 and revised April 19, 2024, said map being attached hereto and made a part hereof, which property is more particularly described as follows:

From a control point called CP1 on the plat, with coordinates of X:3583447.43 and Y:534416.54 which is the point of commencement, proceed S12°36'06"E a distance of 73.43 feet to a point; thence proceed S24°22'04"E a distance of 56.00 feet to a point; thence proceed N65°22'25"E a distance of 35.00 feet to a point, said corner being the point of beginning; thence continue N65°22'25"E a distance of 35.00 feet to a point; thence proceed S24°22'04"E a distance of 75.22 feet to a point; thence proceed S65°34'04"W a distance of 20.00 feet to a point; thence proceed S24°22'04"E a distance of 73.53 feet to a point; thence proceed S24°37'38"W a distance of 11.78 feet to a point; thence proceed S27°16'59"E a distance of 67.27 feet to a point; thence proceed S82°21'54"E a distance of 6.45 feet to a point; thence proceed S24°22'04"E a distance of 4.79 feet to a point; thence proceed S26°28'30"W a distance of 19.34 feet to a point; thence proceed N24°22'04"W a distance of 243.95 feet to the point of beginning.

All of which comprises the Temporary Construction Servitude as shown on sheet 1 of the Right of Way map for Parish Project No. P200801, attached hereto and made a part hereof, and contains an area of 4545.483 square feet or 0.104 acres.

Being a portion of the same property acquired by Storehouse Lane Investments, LLC by Cash Sale from Voice of the Covenant World Outreach Center, dated January 28, 2010, recorded in St. Charles Parish in Instrument No. 358312 on February 1, 2010.

TO HAVE AND TO HOLD said servitude, easement, and right of way unto said GRANTEE, and its successors and assigns forever. The consideration for the herein described servitude is the price and sum of FIFTEEN THOUSAND AND 00/100 (\$15,000.00) 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 temporary 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 servitude.

GRANTOR further acknowledges that the consideration provided herein constitutes full and final settlement for the improvements situated wholly or partially within the required Temporary Construction Servitude, specifically the three (3) mature Pine trees, together with any appurtenance thereto.

Prior to completion of the project, GRANTEE shall replace concrete paving; replace and secure in place concrete wheel stops; and re-stripe the parking lot within the Temporary Construction 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 \_\_\_\_\_, State of Louisiana the parties hereto have signed, executed, and acknowledged this instrument as their free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses and notary, as of the \_\_\_\_ day of \_\_\_\_\_, 2025, after a due reading of the whole.

**WITNESSES:**

\_\_\_\_\_

**Print Name**

\_\_\_\_\_

**Print Name**

**GRANTOR:**

**STOREHOUSE LANE INVESTMENTS,  
L.L.C.**

\_\_\_\_\_

**BY: ROBERT J. BERGERON**

**ITS: MEMBER**

\_\_\_\_\_

**BY: ABBEY A. MACK**

**ITS: MEMBER**

\_\_\_\_\_  
NOTARY PUBLIC

Printed Name: \_\_\_\_\_

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

My Commission expires: \_\_\_\_\_

**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 \_\_\_\_ day of \_\_\_\_\_, 2025, after a due reading of the whole.

**WITNESSES:**

**GRANTEE:**

**ST. CHARLES PARISH**

\_\_\_\_\_

\_\_\_\_\_

**BY: MATTHEW JEWELL**

**ITS: PRESIDENT**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
NOTARY PUBLIC

Printed Name: \_\_\_\_\_

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

My Commission expires: \_\_\_\_\_

NO.	DATE	REVISION OR CHANGE ORDER DESCRIPTION	BY
1	2/12/24	REVIS SHARP OF REQ'D SERVITUDE	M.L.
2	4/19/24	REVIS SHARP OF REQ'D TEMP. CONSTRUCTION SERVITUDE	K.S.J.

DATE	SCALE	PROJECT
02/12/2024	1"=20'	P-00801

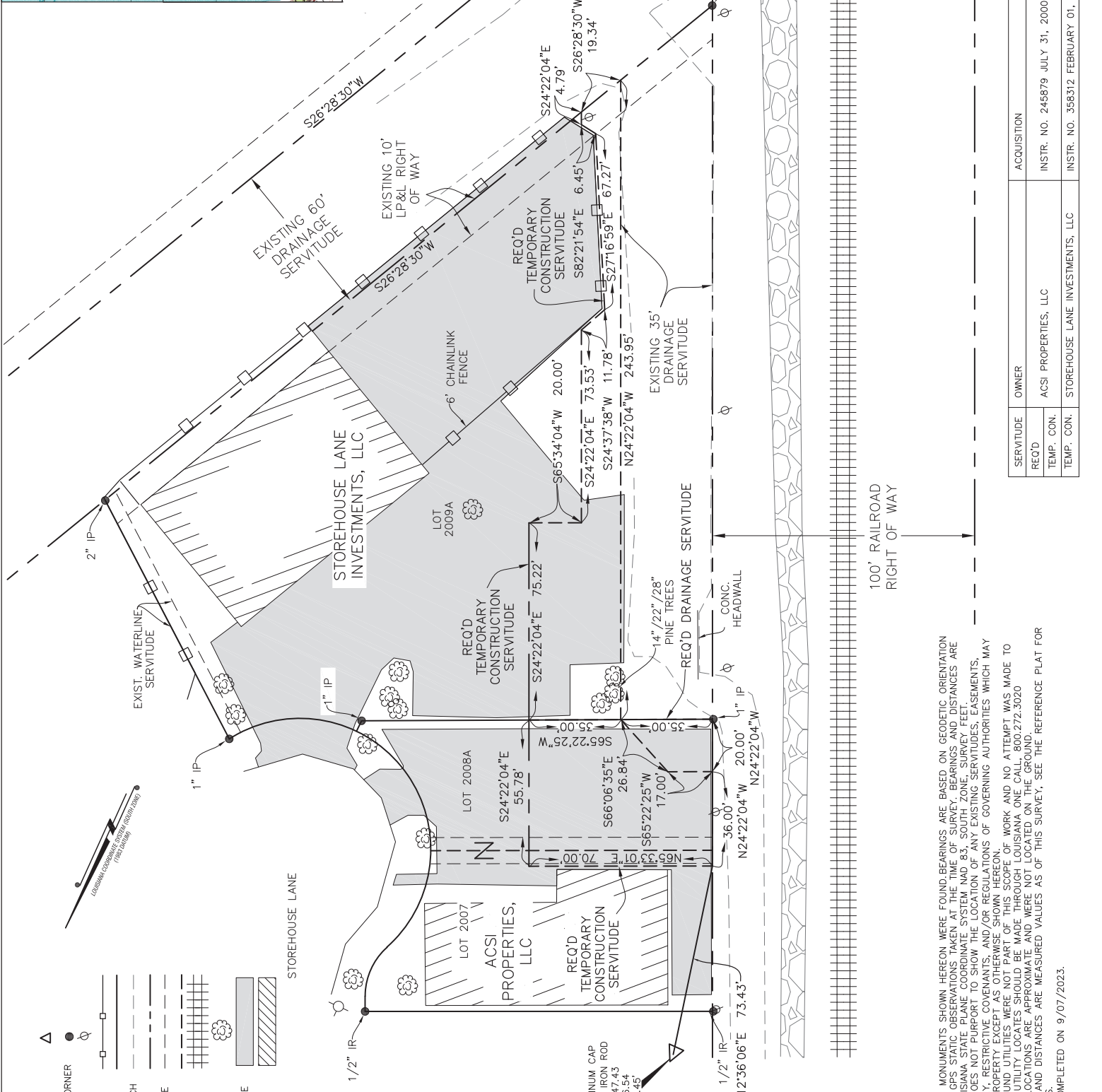
CHECK	DETAIL	PROJECT	PARCH
D. HYMEL	K. JONES	23.031	ST. CHARLES



IN FAVOR OF ST. CHARLES PARISH AND STOREHOUSE LANE INVESTMENTS, LLC ON PROPERTY OF ACSI PROPERTIES, LLC CN RAILROAD CULVERTS IN ORMOND DISTIRHAN, ST. CHARLES PARISH, LA



"THIS IS TO CERTIFY THAT THIS SURVEY WAS DONE BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL. THAT THE SURVEY WAS DONE IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS RECENT (MINIMUM) STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS AS SET FORTH BY THE LOUISIANA PROFESSIONAL ENGINEERS AND SURVEYORS BOARD AND THE LOUISIANA PROFESSIONAL ENGINEERS AND SURVEYORS BOARD. POSITIVE TOLERANCES ARE IN ACCORDANCE WITH CLASS D SURVEYS AS SET FORTH BY THE BOARD. THE EXCEPTION THAT NO MONUMENTATION WAS SET AT PROPERTY CORNERS."



LEGEND:

	CONTROL POINT
	FND. PROPERTY CORNER
	POWER POLE
	FENCE
	PROPERTY LINE
	TOP BANK OF DITCH
	RIGHT OF WAY
	EXISTING SERVITUDE
	REQ'D SERVITUDE
	RAILROAD TRACKS
	TREE
	CONCRETE SURFACE
	BUILDING

P.O.C. CP 1 ALUMINUM CAP ON 1/2" IRON ROD X: 358347.43 Y: 534416.54 ELEV.: 2.45'

- NOTES:
- ALL PIPES AND MONUMENTS SHOWN HEREON WERE FOUND. BEARINGS ARE BASED ON GEODETIC ORIENTATION DERIVED FROM GPS STATIC OBSERVATIONS TAKEN AT THE TIME OF SURVEY. BEARINGS AND DISTANCES ARE BASED ON LOUISIANA STATE PLANE COORDINATE SYSTEM NAD 83, SOUTH ZONE, SURVEY FEET.
  - THIS SURVEY DOES NOT PURPORT TO SHOW THE LOCATION OF ANY EXISTING SERVITUDES, EASEMENTS, RIGHTS-OF-WAY, RESTRICTIVE COVENANTS, AND/OR REGULATIONS OF GOVERNING AUTHORITIES WHICH MAY AFFECT SAID PROPERTY EXCEPT AS OTHERWISE SHOWN HEREON.
  - THE UNDERGROUND UTILITIES WERE NOT PART OF THIS SCOPE OF WORK AND NO ATTEMPT WAS MADE TO LOCATE THEM. UTILITY LOCATIONS SHOULD BE MADE THROUGH LOUISIANA ONE CALL, 800.272.3020
  - SECTION LINE LOCATIONS ARE APPROXIMATE AND WERE NOT LOCATED ON THE GROUND.
  - ALL BEARINGS AND DISTANCES ARE MEASURED VALUES AS OF THIS SURVEY, SEE THE REFERENCE PLAT FOR CALLED VALUES.
  - FIELD WORK COMPLETED ON 9/07/2023.

SERVITUDE	OWNER	ACQUISITION	AREA	AREA	REMAINING AREA
REQ'D TEMP. CON.	ACSI PROPERTIES, LLC	INSTR. NO. 245879 JULY 31, 2000	0.012 AC.	519,998 S.F.	0.210 AC. (MEASURED)
TEMP. CON.	STOREHOUSE LANE INVESTMENTS, LLC	INSTR. NO. 358312 FEBRUARY 01, 2010	0.104 AC.	4545,483 S.F.	0.596 AC. (MEASURED)