

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

Ref. Ord. 24-8-4 2024-0271

Phone (985) 783-6632

Lance Marino
Clerk of Court
Parish of St. Charles

Instrument Number: 487236

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Grantor 1: SMITH, KRISTI GERSTNER

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:

KRISTI GERSTNER SMITH (XXX-XX-8923), (100% Interest, separate property), being a person of the full age of majority and a resident of New Haven County, State of Connecticut, who declared that she has been married but once and then to Roger Smith with whom she lives and resides, and whose mailing address is P.O. Box 1216, Madison, CT 06443, and dealing herein with her separate property,

(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. 24-8-4, adopted by the St. Charles Parish Council on August 19, 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 Parcel P-106 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 owner, her 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 BERM & DRAINAGE SERVITUDE PARCEL P-106

That piece or portion of ground being a Perpetual Drainage Servitude across Prescott Lot 6 situated in Section 50, 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 southeasterly direction along the south right of way of Airline Highway – US Highway 61 along a non-tangent curve to the right with a radius of 11384.16', a curve length of 385.07' and a chord bearing of S51°04'25"E a distance of 385.05' to a point;

Thence proceed in a southeasterly direction along the south right of way of Airline Highway – US Highway 61 a bearing of S50°06'17"E a distance of 15.00' to a point;

Thence proceed in a southwesterly direction along the south right of way of Airline Highway – US Highway 61 a bearing of S39°53'43"W a distance of 10.00' to a point;

Thence proceed in a southeasterly direction along the south right of way of Airline Highway – US Highway 61 a bearing of S50°06'17"E a distance of 441.09' to a point;

The Point of Beginning

Thence proceed in a southwesterly direction along the west line of a Perpetual Drainage Servitude being the east line of Prescott Lot 5 a bearing of S36°23'49"W a distance of 86.93' to a point;

Thence proceed in a southeasterly direction along the south line of a Perpetual Drainage Servitude a bearing of \$50°10'10"E a distance of 100.18' to a point;

Thence proceed in a northeasterly direction along the east line of a Perpetual Drainage Servitude a bearing of N36°23'49"E a distance of 86.82' 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 a bearing of N50°06'17"W a distance of 100.19' to a point;

The Point of Beginning

Per a survey plat entitled "SURVEY PLAT OF A PERPETUAL DRAINAGE SERVITUDE OF PRESCOTT LOT 6" by Stephen P. Flynn, P.L.S. dated October 24, 2023, attached hereto and made a part hereof.

Being a portion of the same property acquired by Kristi Gerstner Smith from Amelie P. Woods, by Sale of Property, dated December 27, 1979, and recorded December 28, 1979 in COB 239, Folio 568, Entry No. 73181, St. Charles Parish, Louisiana.

-And-

Being a portion of the same property acquired by Kristi Gerstner Smith et al from the Succession of Amelie Woods Gerstner, Probate No. P-60550-A, by Judgment of Possession, dated June 27, 2005, and recorded July 12, 2006 in COB 673, Folio 738, Entry No. 320462, St. Charles Parish, Louisiana.

-And-

Being a portion of the same property acquired by Kristi Gerstner Smith from Merrill H. Gerstner, by Act of Exchange, dated July 11, 2005, and recorded July 12, 2006 in COB 673, Folio 762, Entry No. 320463, 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 right of use, servitude,

and easement in the described lands identified as Parcel B-3, for to construct, maintain, repair, operate, patrol and replace a pump station, including all appurtenances, improvements, and placement of permanent utilities and drainage channel required to service and operate the pump station; 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 PUMP STATION, UTILITY AND DRAINAGE SERVITUDE PARCEL B-3

A certain tract of land, located in Sections 49 & 50, T12S-R8E, in St. Charles Parish, Louisiana,

Commencing at a set 5/8" iron rod on the intersection of the eastern right of way of Louisiana Highway 628 and the northern property corner of Proposed Servitude B-2;

thence at a bearing of N 20°50'12" W a distance of 125.86' to a point;

thence at a bearing of N 57°05'40" W a distance of 194.50' to a point; said point being the **POINT OF BEGINNING**;

thence at a bearing of S 36°26'06" W a distance of 239.30' to a point;

thence at a bearing of S 36°25'54" W a distance of 120.83' to a point;

thence at a bearing of N 52°26'23" W a distance of 297.56' to a point;

thence at a bearing of N 35°42'27" E a distance of 78.25' to a point;

thence at a bearing of N 83°40'19" E a distance of 406.57' to the **POINT OF BEGINNING**.

Said parcel is more fully shown as Proposed Servitude B-3 on a map by GIS Engineering, LLC, entitled "SURVEY OF SERVITUDE B-1, B-2, & B-3 MONTZ 340 CFS PUMP STATION LOCATED IN SECTIONS 49 & 50, T12S-R8E ST. CHARLES PARISH, LOUISIANA" dated January 3, 2023, attached hereto and made a part hereof. Said tract of land contains 65,384.12 square feet or 1.501 acres.

Being a portion of the same property acquired by Kristi Gerstner Smith from Amelie P. Woods, by Sale of Property, dated December 27, 1979, and recorded December 28, 1979 in COB 239, Folio 568, Entry No. 73181, St. Charles Parish, Louisiana.

-And-

Being a portion of the same property acquired by Kristi Gerstner Smith et al from the Succession of Amelie Woods Gerstner, Probate No. P-60550-A, by Judgment of Possession, dated June 27, 2005, and recorded July 12, 2006 in COB 673, Folio 738, Entry No. 320462, St. Charles Parish, Louisiana.

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Being a portion of the same property acquired by Kristi Gerstner Smith from Merrill H. Gerstner, by Act of Exchange, dated July 11, 2005, and recorded July 12, 2006 in COB 673, Folio 762, Entry No. 320463, 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 servitudes is the price and sum of SEVEN THOUSAND EIGHT HUNDRED THIRTEEN AND NO/100 (\$7,813.00) 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 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 perpetual servitudes.

In consideration of the rights granted herein to construct the Project, GRANTEE hereby assures GRANTOR that upon completion of the Project and once the two new Montz pump stations, Montz Pump Station 1 and Montz Pump Station 2, are operational, GRANTEE will remove the existing Prescott Pump Station structure and return the site to the condition mandated by Coastal Use Permits P20081320 and P20180314 issued by the Louisiana Department of Energy & Natural Resources, and the Programmatic General Permit MVN-2008-03215-EFF issued by the Department of the Army, New Orleans District, Corps of Engineers. Upon completion of the Project and removal of the Prescott Pump Station structure, GRANTEE or its assigns shall provide written notice of same to GRANTOR or her assigns.

In the event that Montz Pump Station 2 constructed in Parcel B-3 ceases operation for a period of five (5) years ("abandonment"), GRANTEE or its assigns shall within 120 days of abandonment, remove all structures within Parcel B-3. GRANTEE or its assigns shall provide written notice to GRANTOR or her assigns regarding abandonment and removal of the facilities as required by law.

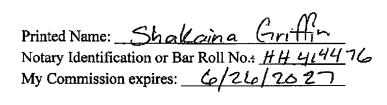
Except as expressly provided in any separate writing, no title examination or title opinion has been requested or performed on behalf of the GRANTEE by the undersigned Notaries Public or settlement agent, and the GRANTEE expressly rejects the necessity of the same and agrees to release and relieve the 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 County	y of Marion, State of FL
the party hereto has signed, executed, and	acknowledged this instrument as her free and
voluntary act, in triplicate originals, in the presand notary, as of the 19 day of February	sence of the two undersigned competent witnesses 261, 2025, after a due reading of the whole.
WITNESSES:	GRANTOR:
Elegan	KRISTI GERSTNER SMITH
Flyana Winne Print Name	
Mea Bay	
Mesha Bessley Print Name	





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 24th day of 1025, after a due reading of the whole.

WITNESSES:

GRANTEE:

ST. CHARLES PARISH

ITS: PRESIDENT

Miley Bagos

Print Name

Bagot

e Frisher

Madeline Fisher

Print Name

NOTARY PUBLIC

Printed Name: _______ Dwhree Notary Identification or Bar Roll No.: ______ \$7000

My Commission expires: + or Life

2024-0271

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

ORDINANCE NO.

24-8-4

An ordinance to rescind Ordinance Nos. 23-5-5 and 24-3-12 and to approve a purchase and/or expropriation of a 1.501 acre servitude designated as Parcel B-3 and an 8,687 square foot/0.199 acre servitude designated as P-106 over property owned by Kristi Gerstner Smith, for the Montz Pump Station and Drainage Modification Project.

WHEREAS, Ordinance No. 23-5-5 adopted on May 22, 2023, by the St. Charles Parish Council, approved the purchase and/or expropriation of a 1.501 acre servitude designated as Parcel B-3 over property owned by Kristi Gerstner Smith, and authorized the Parish President to execute any and all documents necessary to complete said purchase and/or expropriation on behalf of St. Charles Parish; and

WHEREAS, Ordinance No. 24-3-12 adopted on March 18, 2024, by the St. Charles Parish Council, approved the purchase and/or expropriation of a 1.501 acre servitude designated as Parcel B-3 and an 8,687 square foot/0.199 acre servitude designated as P-106 over property owned by Kristi Gerstner Smith, and authorized the Parish President to execute any and all documents necessary to complete said purchase and/or expropriation on behalf of St. Charles Parish; and,

WHEREAS, the servitude agreement was revised to include the required perpetual drainage servitude designated as P-106 and a second appraisal report was obtained providing an updated fair market value, thus Ordinance Nos. 23-5-5 and 24-3-12 need 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 GIS Engineering, LLC dated January 3, 2023, and by Riverlands Surveying Company dated October 24, 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 \$7,813.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Ordinance No. 23-5-5, adopted May 22, 2023, and Ordinance No. 24-3-12 adopted March 18, 2024, are hereby rescinded.

SECTION II. That the purchase and/or expropriation of a 1.501 servitude designated as Parcel B-3 and an 8,687 square foot/0.199 acre servitude designated as P-106 is hereby approved and accepted for the not to exceed value of \$7,813.00.

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, PILIE, COMARDELLE, O'DANIELS,

FISHER, DEBRULER

NAYS: NONE ABSENT: SKIBA

And the ordinance was declared adopted the 19th day of August , 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: By Fisher
SECRETARY: 1 Ichell Charact
DLVD/PARISH PRESIDENT: Hugust 20, 2024
APPROVED:DISAPPROVED:
man de de la constante
PARISH PRESIDENT
RETD/SECRETARY: August 21, 2024
AT: 3:05 pm RECD BY:

