

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:

ENTERGY LOUISIANA, LLC, a Texas limited liability company authorized to do and doing business in the State of Louisiana, Parish of St. Charles, whose mailing address is 639 Loyola Avenue, New Orleans, LA 70113, herein appearing through **JESSICA LANDRY DUFRENE**, its Supervisor, Transmission Lines - Louisiana, duly authorized by the Company's Board of Directors pursuant to the Entergy Approval Authority Policy, 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 drainage servitude, easement, and right-of-way described as Parcel Nos. 1-1 & 9-3; 1-2 & 9-2 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

Parcel 1-1

THAT PORTION of the Coulee Canal Project Access for Maintenance, Phase II in Sections 16 & 17, Township 12 South – Range 7 East, Town of MONTZ, St. Charles Parish, Louisiana, being the property of Entergy Louisiana, LLC and is more fully described as follows:

From a point on the centerline of Coulee Canal Access for Maintenance, Phase II, at Station 100+00.00, which is the point of beginning,

Proceed N36°35'33"E a distance of 63.63 feet to a point and corner;

thence proceed S32°07'49"E a distance of 323.40 feet to a point and corner;

thence proceed S37°05'36"W a distance of 66.67 feet to a point and corner;

thence proceed N31°35'34"W a distance of 323.97 feet to the point of beginning.

The above described portion of ground contains 19,647.40 square feet or 0.451 acres. All in accordance with sheet #1 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.

Parcel 1-2

THAT PORTION of the Coulee Canal Project Access for Maintenance, Phase II in Sections 15 & 16, Township 12 South – Range 7 East, Town of MONTZ, St. Charles Parish, Louisiana, being the property of Entergy Louisiana, LLC and is more fully described as follows:

From a point on the centerline of Coulee Canal Access for Maintenance, Phase II, at Station 103+23.97, which is the point of beginning,

Proceed N37°05'36"E a distance of 66.67 feet to a point and corner;

thence proceed S32°07'49"E a distance of 529.71 feet to a point and corner;

thence proceed S36°58'36"W a distance of 72.06 feet to a point and corner;

thence proceed N31°35'34"W a distance of 531.78 feet to the point of beginning.

The above described portion of ground contains 34,342.50 square feet or 0.788 acres. All in accordance with sheet #1 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.

Parcel 9-2

THAT PORTION of the Coulee Canal Project Access for Maintenance, Phase II in Section 50, Township 12 South – Range 8 East, Town of MONTZ, St. Charles Parish, Louisiana, being the property of Entergy Louisiana, LLC and is more fully described as follows:

From a point on the centerline of Coulee Canal Access for Maintenance, Phase II, at Station 213+45.98 proceed S37°33'37"W a distance of 205.29 feet to the point of beginning,

thence proceed S36°58'36"W a distance of 7.20 feet to a point and corner;

thence proceed N46°19'31"W a distance of 217.38 feet to a point and corner;

thence proceed N36°25'18"E a distance of 0.43 feet to a point and corner;

thence proceed S48°06'05"E a distance of 216.70 feet to the point of beginning.

The above described portion of ground contains 823.50 square feet or 0.019 acres. All in accordance with sheet #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.

Parcel 9-3

THAT PORTION of the Coulee Canal Project Access for Maintenance, Phase II in Sections 51 & 53, Township 12 South – Range 8 East, Town of MONTZ, St. Charles Parish, Louisiana, being the property of Entergy Louisiana, LLC and is more fully described as follows:

From a point on the centerline of Coulee Canal Access for Maintenance, Phase II, at Station 174+76.33, proceed N53°33'54"W a distance of 1603.88 feet to the point of beginning,,

thence proceed S36°35'33"W a distance of 37.08 feet to a point and corner;

thence proceed N53°07'30"W a distance of 251.24 feet to a point and corner;

thence proceed N36°35'33"E a distance of 50.36 feet to a point and corner;

thence proceed S50°06'04"E a distance of 251.66 feet to the point of beginning.

The above described portion of ground contains 10,984.70 square feet or 0.252 acres. All in accordance with sheet #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 SEVEN THOUSAND FOUR HUNDRED SIXTY FIVE AND 50/100 (\$7,465.50) 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.

It is further understood and agreed that while **GRANTEE** has the right to maintain, clean and re-shape the Coulee Canal, **GRANTEE** will not change the profile or width of the Coulee Canal on the **GRANTOR's** property without prior notification to **GRANTOR**. **GRANTEE** will send notice ninety (90) days prior to any changes to the profile or width of the Coulee Canal to the **GRANTOR's** address as is listed in the assessment records at that time.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

THUS done, read and passed 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

GRANTOR:
ENTERGY LOUISIANA, LLC

BY:
ITS:

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