

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

St. Tammany Parish 2730
Instrmnt #: 2368089
Registry #: 2891184 mbc
4/11/2023 2:36:00 PM
MB CB Y NI UCC

PERPETUAL DRAINAGE SERVITUDE AGREEMENT

BE IT KNOWN, that on the below set forth dates, before the undersigned authorities, duly commissioned and qualified in and for the state and parish aforesaid, and in the presence of the undersigned witnesses, personally came and appeared:

CROSSGATES RECREATION, INC. (TIN:XX-XXX4746), a Louisiana corporation domiciled in the Parish of St. Tammany, appearing herein through Larry Welch, duly authorized, and having as its mailing address 200 N. Military Road, Slidell, LA 70461 (hereinafter referred to as **“GRANTOR”**); and

ST. TAMMANY PARISH GOVERNMENT, a political subdivision of the State of Louisiana, appearing herein through its duly authorized Parish President, Michael B. Cooper, who is duly authorized to sign and execute this document on behalf of the Parish of St. Tammany, State of Louisiana, all in accordance with an Ordinance duly adopted by the Parish Council; its mailing address being P.O. Box 628, Covington, LA 70434; (hereinafter referred to as **“GRANTEE”**);

who after being duly sworn, did depose and say:

Perpetual Drainage Servitude

In consideration of the improvements to drainage, GRANTOR does hereby donate, grant, deliver and convey to GRANTEE a perpetual drainage servitude in, over and across the land more particularly described as follows:

A certain parcel of land being designated as a proposed drainage servitude in favor of St. Tammany Parish Government (width varies) situated on a portion of Lot 404, Cross Gates Subdivision, Phase 4A, located in Section 38, Township 9 South, Range 15 East, Greensburg Land District, St. Tammany Parish, Louisiana and being more fully described as follows:

Commencing at a point being the intersection of the easterly right of way line of Military Road and the northerly right of way line of Steele Road, thence continuing along the

northerly right of way line of Steele Road, north 50 degrees 07 minutes 00 seconds east a distance of 549.07 feet to a point and the point of beginning. Thence, departing said right of way line, north 39 degrees 53 minutes 00 seconds west a distance of 197.28 feet to a point; thence north 17 degrees 39 minutes 04 seconds west a distance of 40.78 feet to a point; thence north 16 degrees 56 minutes 28 seconds west a distance of 252.66 feet to a point; thence north 17 degrees 24 minutes 09 seconds west a distance of 140.06 feet to a point; thence north 19 degrees 17 minutes 24 seconds west a distance of 144.75 feet to a point; thence south 73 degrees 23 minutes 26 seconds west a distance of 413.81 feet to a point along the easterly right of way line of Military Road; thence continuing along the easterly right of way line of Military Road north 16 degrees 30 minutes 50 seconds west a distance of 47.50 feet to a point; thence departing said right of way line, north 73 degrees 23 minutes 26 seconds east a distance of 450.00 feet to a point; thence south 19 degrees 08 minutes 44 seconds east a distance of 665.00 feet to a point; thence south 39 degrees 53 minutes 00 seconds east a distance of 140.00 feet to a point along the northerly right of way line of Steele Road; thence along the northerly right of way line of Steele Road south 50 degrees 07 minutes 00 seconds west a distance of 35.00 feet back to the point of beginning. Said parcel contains 1.229 acres of land, more or less.

Being more fully shown on that Survey by Daniel Poche, J.V. Burkes & Associates, Inc., dated May 5, 2022, a copy of which is attached hereto and made a part hereof as Exhibit "A".

in order to construct, maintain, repair, operate, patrol and replace both open ditching and/or subsurface drainage piping or culverting, and for any and all related purposes therein reserving, however, to the GRANTOR, its heirs and assigns, all such rights and privileges in the land as may be used without interfering with or abridging the rights and servitude hereby granted; subject, however, to existing servitudes for public roads and highways, public utilities, railroads and pipelines.

GRANTEE agrees, at GRANTEE's cost, to repair all damages which may arise to GRANTOR's property, including GRANTOR's: (a) lighting infrastructure, (b) parking lot improvements and (c) vegetated buffer along all boundaries, occasioned by the construction, maintenance and/or operation of GRANTEE's servitude by GRANTEE, its agents, employees and/or contractors.

GRANTEE agrees that, all work performed by GRANTEE shall leave an elevation grade that is (1) passable by vehicles between the drainage improvements constructed and the (a) lighting infrastructure and/or (b) vegetated buffer and (2) sufficient to allow GRANTOR to maintain its (a) lighting infrastructure and (b) vegetated buffer.

GRANTEE agrees that, except for routine ditch/culvert cleaning performed to ensure proper flow of drainage, GRANTEE shall not make any improvements, alterations, substitutions, replacement or modifications without the prior consent of GRANTOR or its successors and assigns, which consent may not be unreasonably withheld, conditioned and/or delayed.

GRANTOR reserves unto itself, its successors and assigns, and excepts from this transfer, all of the oil, gas and other minerals in and under the property conveyed, it being understood however that GRANTOR, its successors and assigns shall have the right to produce oil and gas or other minerals in and under the property conveyed by the use of directional drilling methods only, and thus hereby waives surface rights therein.

It is expressly agreed and understood that GRANTOR has been afforded the right and opportunity to have this property appraised and has been afforded the right and opportunity to receive just compensation for such property, and that GRANTOR has elected to forego, waive and extinguish such rights and opportunities in favor of this donation to GRANTEE.

(Remainder of Page Intentionally Left Blank.)

(Signature Pages to Follow.)

THIS DONE AND PASSED by GRANTOR(s) on the 24th day of MARCH, 2023, at SLIDELL, St. Tammany Parish, Louisiana in the presence of the undersigned competent subscribing witnesses and me, Notary Public, after reading of the whole.

WITNESSES:

GRANTOR(S):

Michael Breath
Print Name: MICHAEL BREATH

Jean Jacob
Print Name: JEAN JACOB

CROSSGATES RECREATION, INC.

BY: [Signature]
Larry Welch, President

James P. Kyle, Jr.
NOTARY PUBLIC
Notary Name: JAMES P. KYLE, JR.
Bar Roll/Notary I.D. No. 88469



THIS DONE AND PASSED by GRANTEE on the 3rd day of April, 2023, at McNeville, St. Tammany Parish, Louisiana in the presence of the undersigned competent subscribing witnesses and me, Notary Public, after reading of the whole.

WITNESSES:

ST. TAMMANY PARISH GOVERNMENT

Sarah Meyer
Print Name: SARAH MEYER

Amy M. Laborde
Print Name: AMY M. LABORDE

By: [Signature]
Michael B. Cooper, President

[Signature]
NOTARY PUBLIC
Notary Name: JOSEPH L. ALPHONSE
Bar Roll/Notary I.D. No. _____ NOTARY PUBLIC

STATE OF LOUISIANA, PARISH OF ST. TAMMANY
MY COMMISSION IS ISSUED FOR LIFE
NOTARIAL # 55903

