

AGREEMENT

Before the undersigned Notaries Public, each duly commissioned and qualified, in the presence of the of the undersigned competent witnesses, personally came and appeared:

DAVID ERIC MANCILL, a major resident of Ouachita Parish, Louisiana, and **ERIC MANCILL AUCTIONS, LLC**, now doing business as B & E Wholesale, domiciled at 100 Trenton Street, West Monroe, Louisiana 71291, herein represented by its duly authorized Manager, David Mancill (hereinafter sometimes jointly "B&E")

AND

CITY OF WEST MONROE, LOUISIANA, (TIN: **-*1497)**, a municipality of the State of Louisiana, herein represented by its duly authorized Mayor, Staci Albritton Mitchell (hereinafter sometimes "CITY")

who do enter into this Agreement, intending to and hereby binding themselves, their successors and assigns as follows, to-wit:

1. B&E needs to acquire access to the sewer system of the CITY for its business operations at 100 Trenton Street, West Monroe, Louisiana, and the most appropriate route for that access must traverse property owned and recently improved by CITY; and
2. CITY is agreeable with granting an appropriate servitude to B&E for sewer access at the needed location, subject to certain terms, conditions and provisions such that the servitude will not adversely affect the CITY's use and improvements of this property, and CITY receives the required fair value for that access; and
3. Accordingly, CITY agrees to grant to B&E an underground utility servitude for sewer, 15 feet in width, at a designated location but to be generally as shown on the attached preliminary survey (Exhibit A), with all lines (other than at the termination of the line at the point of connection) being installed through underground boring at a designated depth, without disturbance of the surface; and
4. B&E agrees to these conditions, with all being at the cost of B&E (including reimbursement to CITY of any and all amounts required for the connection to the CITY system, and for restoration of any above ground areas affected by the installation by B&E); B&E further agrees to pay \$325.00 as the reasonable value for the grant of this sewer utility servitude; and B&E further agrees that any and all costs of future repair to the line are the sole cost of B&E, and any and all restoration of damage caused to the surface will be reimbursed to CITY by B&E, with CITY having the continuing right to take whatever action is determined desirable to CITY in order to fully restore the appearance to the same condition and appearance as the surrounding surface of the property.

CITY and B&E each execute this Agreement pending approval of the formal Servitude Agreement (example attached as Exhibit B) by the West Monroe Board of Aldermen, which Servitude Agreement will be executed in anticipation and promptly filed following approval, at which time this Agreement will have no further effect.

CITY further agrees that B&E may initiate the approved construction activities upon execution of this Agreement.

Thus done and signed, in duplicate original, before me Notary, and the undersigned competent witnesses, in Ouachita Parish, Louisiana, this _____ day of October, 2023.

WITNESSES:

_____ CITY OF WEST MONROE, LOUISIANA

Printed Name: _____ BY: _____
STACI ALBRITTON MITCHELL, MAYOR

Printed Name: _____

DOUGLAS C. CALDWELL, NOTARY PUBLIC
LOUISIANA BAR ROLL NO. 03783

Thus done and signed, before me Notary, and the undersigned competent witnesses, in Ouachita Parish, Louisiana, this _____ day of October, 2023.

WITNESSES:

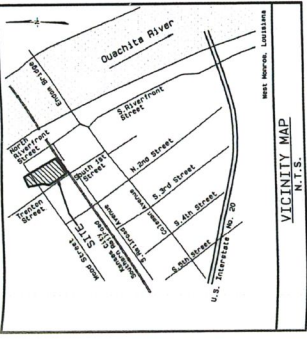
_____ ERIC MANCILL AUCTIONS, LLC

Printed Name: _____ By: _____
DAVID MANCILL, Manager

Printed Name: _____ DAVID ERIC MANCILL

DOUGLAS C. CALDWELL, NOTARY PUBLIC
LOUISIANA BAR ROLL NO. 03783

SECTION 82, TOWNSHIP 18 NORTH, RANGE 3 EAST
LAND DISTRICT NORTH OF RED RIVER
OUACHITA PARISH, LOUISIANA



LEGEND

- FOUND MONUMENTATION
- SET MONUMENTATION
- CENTERLINE OF ROAD
- APPROXIMATE LOCATION
- GAS LINE
- OVERHEAD POWER LINE
- WATER LINE (APPROXIMATE LOCATION)
- SANITARY SEWER FORCE MAIN (APPROXIMATE LOCATION)
- GUARD RAIL
- TOP OF SLOPE/DITCH OR DEPRESSION LINE
- POWER POLE
- SANITARY SEWER MANHOLE
- FIRE HYDRANT
- WATER VALVE
- GAS METER
- DROP INLET
- SEWER CLEANOUT
- ELECTRIC VEHICLE CHARGING STATION
- PARKING SPACE
- DIRECTION OF FLOW
- BACK OF CURB
- EDGE OF ASPHALT
- EDGE OF CONCRETE
- EDGE OF GRAVEL
- TOP OF RAIL
- FIXED POINT MARK
- TEMPORARY BENCHMARK
- ASPHALT
- CONCRETE
- GRAVEL
- NON-EXCLUSIVE SERVICITUDE FOR INGRESS-EGRESS
- PROPOSED 15'-FOOT-WIDE SEWER FORCE MAIN

CONCRETE UTILITY EASEMENT FOR SEWER FORCE MAIN

LINE NO.	RADIUS	ARC LENGTH (CHORD BEARING)	CHORD LENGTH
L.1	0.00	0.00	0.00
L.2	-	-	-
L.3	400.47	18.78 38.36	88.85
L.4	-	-	-

ASPHALT UTILITY EASEMENT FOR SEWER FORCE MAIN

LINE NO.	RADIUS	ARC LENGTH (CHORD BEARING)	CHORD LENGTH
L.5	400.47	18.78 38.36	88.85
L.6	-	-	-
L.7	291.07	14.73 48.77	60.97
L.8	-	-	-
L.9	-	-	-
L.10	-	-	-

GRAVEL UTILITY EASEMENT FOR SEWER FORCE MAIN

LINE NO.	RADIUS	ARC LENGTH (CHORD BEARING)	CHORD LENGTH
L.11	251.09	14.73 48.77	60.97
L.12	-	-	-
L.13	-	-	-
L.14	-	-	-
L.15	-	-	-

SURVEYOR'S NOTES:

- BEARINGS SHOWN HEREIN HAVE BEEN DETERMINED BY G.P.S. IN LOUISIANA NORTH ZONE 1701 (REFERENCE BEARINGS TAKEN ALONG THE SOUTH LINE OF SUBJECT PROPERTY.)
- ALL MONUMENTS ARE CALL LETTERS AND 20008282. DATED 07/14/2023. ALL MONUMENTS ARE METAL. ALL UTILITIES EXISTING ON THIS PROPERTY ARE SHOWN ON THIS PLAN.
- RESEARCH FOR RIGHTS-OF-WAYS, EASEMENTS & SERVICITUDES THAT ALL RIGHTS-OF-WAY EASEMENTS & SERVICITUDES THAT AFFECT THIS PARCEL ARE SHOWN ON THIS PLAN.
- LOCATED UNDER SAID EXISTING STRUCTURE SOLD HEREIN. RELOCATION AND USE OF SAID EXISTING STRUCTURE. SAID EXISTING STRUCTURE IS TO REMAIN IN PLACE ON SAID PROPERTY. BUT SAID RELOCATION CANNOT CAUSE DAMAGE TO SAID EXISTING STRUCTURE.
- DAVID BRYAN MAXWELL FOR HIMSELF AS THE OWNER OF THE TRACT OF PROPERTY TO THE IMMEDIATE SOUTH OF THE ABOVE AND ASSIGNEE OWNERS OF THE STORE PROPERTY RESERVES A NON-EXCLUSIVE SERVICITUDE FOR INGRESS-EGRESS TO THE STORE PROPERTY FROM THE TRACT OF PROPERTY SHOWN ON THIS PORTION OF THE MAP DESCRIBED.
- BELOW STREET IS AN UNDERPASS IN LOCATION OF BELLROAD STREET ON RAILROAD BRIDGE. SHOWN WITH CLEARANCE OF 15'-3". FLOODING DURING PERIODS OF HEAVY RAINFALL.
- THERE IS A MODERN HEADWALL ALONG THE EAST SIDE OF STREET IN LIMITS OF MODERN HEADWALL.

FLOOD ZONE DATA

BASED ON EFPM FLOOD INSURANCE RATE MAP NO. 220720301E (NATIONAL FLOOD INSURANCE PROGRAM) THE FLOOD ZONE "X" IS SHOWN ON MAP. THE FLOOD ZONE "X" IS A CHANGE OF FLOOD WITH AVERAGE DEPTHS OF LESS THAN 6 FEET. FLOODING DURING PERIODS OF HEAVY RAINFALL. FLOODING DURING PERIODS OF HEAVY RAINFALL.

CERTIFICATION

I, the undersigned Professional Land Surveyor, in the State of Louisiana, do hereby certify that the foregoing is a true and correct copy of the original record of this survey as the same appears in my files, and that the same is in accordance with the Standards of Practice for Professional Land Surveyors as established by the Engineers and Land Surveyors and to the best of my knowledge and belief.

THOMAS A. SEMMES, JR., P.L.S. NO. 4795
P.O. BOX 2828, WEST MONROE, LOUISIANA 70084
(504) 333-1111



UTILITY CONTACTED

TICKET NO. 250008282
DATED: 07/14/2023
DATED: 09/12/2023

- AT&T TRANSMISSION
- CITY OF WEST MONROE (LA) (CONTRACT NO. 10575)
- AT&T DISTRIBUTION
- AT&TS ENERGY
- ENTERGY LOUISIANA, LLC

TEMPORARY BENCHMARKS

- ELEV. 45.17' ANVIS BR. TOP OF FIRE HYDRANT INTERSECTION WITH NORTH RAILROAD AVENUE
- ELEV. 45.13' (NAVD BR.) ANVIS BR. ON THE EAST SIDE OF SUBJECT PROPERTY
- ELEV. 45.11' ANVIS BR. SPANNE SET IN LIGHT POLE ON THE SOUTH SIDE OF WOOD STREET



Servitude Agreement

Before the undersigned Notaries Public, each duly commissioned and qualified, in the presence of the of the undersigned competent witnesses, personally came and appeared:

CITY OF WEST MONROE, LOUISIANA, a municipality of the State of Louisiana, herein represented by its duly authorized Mayor, whose mailing address is 2305 North 7th Street, West Monroe, Louisiana 71291 (hereinafter referred to as "CITY")

which does by these presents grant, bargain, transfer and deliver, with full guarantee of title and with complete transfer and subrogation of all rights and actions of warranty against all former proprietors of the property herein conveyed, unto:

DAVID ERIC MANCILL, a single man, a major resident of Ouachita Parish, Louisiana, whose mailing address 100 Trenton Street, West Monroe, Louisiana 71291, (hereinafter "MANCILL")

a servitude for sewer utility services access as MANCILL and CITY may jointly determine and agree from time to time to be either necessary or appropriate under that area more particularly shown and described on the attached Exhibit "A", which servitude shall be for the installation, construction, operation, maintenance, repair and replacement of sewer lines under the terms, provisions and conditions established herein, to have and to hold unto said MANCILL, its successors and assigns forever.

This grant by CITY is made for good and valuable cause and consideration, the receipt and sufficiency which are hereby acknowledged, and full acquittance granted therefore.

1. CITY hereby grants to MANCILL an underground utility servitude for sewer, 15 feet in width, at the designated location, with all lines (other than at the termination point where there is a connection to the CITY's sewer system) being installed through underground boring at a depth designated by CITY, and without disturbance of the surface; and
2. MANCILL agrees to these conditions, all at the cost of MANCILL (including reimbursement of any and all amounts required for the connection to the CITY system, and for restoration of any above ground areas affected by the installation by MANCILL); MANCILL further agrees to pay \$325.00 as the reasonable value for the grant of this sewer utility servitude; and MANCILL further agrees that any and all costs of future repair to the line are the sole cost of MANCILL, and any and all restoration of damage caused to the surface will be reimbursed to CITY by MANCILL, with CITY having the continuing right to take whatever action determined desirable to CITY in order to fully restore the appearance to the same condition and appearance as the remaining surfaces of the property.

No examination of title or taxes related to any of the property described above has been

requested nor made by the undersigned notaries

Thus done and signed, before me Notary, and the undersigned competent witnesses, in
Ouachita Parish, Louisiana, to be effective the _____ day of _____, 2023.

WITNESSES:

CITY OF WEST MONROE, LOUISIANA

Printed Name: _____

BY: _____

STACI ALBRITTON MITCHELL, MAYOR

Printed Name: _____

DOUGLAS C. CALDWELL, NOTARY PUBLIC
LOUISIANA BAR ROLL NO. 03783

Thus done and signed, before me Notary, and the undersigned competent witnesses, in
Ouachita Parish, Louisiana, to be effective the _____ day of _____, 2023.

WITNESSES:

Printed Name: _____

DAVID ERIC MANCILL

Printed Name: _____

DOUGLAS C. CALDWELL, NOTARY PUBLIC
LOUISIANA BAR ROLL NO. 03783