

STATE PROJECT NO. H.000320
US 61 (RAILROAD OVERPASS TO LA 50)
CULVERT INSTALLATION PROJECT
ST. CHARLES PARISH
PARCEL NO. 3-1

TEMPORARY CONSTRUCTION SERVITUDE

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:

TRI-LOGISTICS CONSTRUCTION CO., L.L.C. (XX-XXX_____), Grantor, a Limited Liability Company, whose mailing address is 10040 Jefferson Highway, River Ridge, LA 70123, appearing herein by and through **JODIE R. CANNON**, duly authorized pursuant to a Certificate of Authority by the member of said limited liability company, signed and executed on the ____ day of _____, 2018, attached hereto and made part hereof; and **ST. CHARLES PARISH**, Grantee, 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;

Grantor in consideration of the benefits, uses and advantages accruing to Grantor and for and upon such other terms and conditions or considerations hereinafter expressed does hereby grant, transfer, assign, set over and deliver unto the Grantee the following described temporary construction servitude for use in the construction of the US 61 (Railroad Overpass to LA 50) Culvert Installation Project (“Project”), situated in St. Charles Parish, Louisiana:

Parcel 3-1 Temporary Construction Servitude

A certain tract or portion of ground being described as a temporary construction servitude for the installation of a culvert crossing US 61 near the town of St. Rose. More fully shown on a SURVEY SHOWING TEMPORARY CONSTRUCTION SERVITUDE FOR LaDOTD STATE PROJECT “US 61 RAILROAD OVERPASS TO La 50” PROJECT NO. H.000320 LOCATED ON LOT 30-A-1, ALMEDIA PLANTATION, SEC. 40, T12S – R9E IN ST. ROSE, ST. CHARLES PARISH, LOUISIANA NOW OR FORMERLY OWNED BY TRI-LOGISTICS CONSTRUCTION L.L.C. and the design plans entitled “US 61 Railroad Overpass to LA 50 DOTD project number H.000320” being located across the front of the Tri-Logistics Construction CO., L.L.C. property, Lot 30-A-1, in what is known as Almedia Plantation, situated in the Parish of St. Charles, State of Louisiana, in Section 40, T12S-R9E, resubdivision of a portion of Lot 30-

A, a portion of Lot 31, and a revocation of a portion of a 16 foot roadway and 8 foot ditch into Lots 31-A, 31-B and 30-A-1 Almedia Plantation Subdivision, the Southeastern East of the Mississippi River Land District, more particularly described as follows:

The station and offsets are based on the referenced design Project and Adopted baseline. Commencing at station 166+08.00 thence an offset to the right a distance of approximately 78.36 feet to a point of beginning (POB) common with this northern right of way of US 61; thence $S72^{\circ}12'42.70''W$, a distance of approximately 28.00 feet to a point located at station 166+36.00 and an offset of 78.32 feet; thence $N17^{\circ}42'43.45''W$, a distance of approximately 23.01 feet to a point located at station 166+36.00 and an offset of 101.33 feet; thence $N71^{\circ}50'49.03''E$, a distance of approximately 28.00 feet to a point located at station 166+08.00 and an offset of 101.55 feet, thence $S17^{\circ}42'43.45''E$, a distance of approximately 23.19 feet to the point of beginning common to the US 61 right of way containing 0.0148 acres or 646.71 square feet, more or less, of said temporary construction servitude and more fully shown on a SURVEY SHOWING TEMPORARY CONSTRUCTION SERVITUDE FOR LaDOTD STATE PROJECT "US 61 RAILROAD OVERPASS TO La 50" PROJECT NO. H.000320 LOCATED ON LOT 30-A-1, ALMEDIA PLANTATION, SEC. 40, T12S – R9E IN ST. ROSE, ST. CHARLES PARISH, LOUISIANA NOW OR FORMERLY OWNED BY TRI-LOGISTICS CONSTRUCTION L.L.C. and a design plans entitled "US 61 Railroad Overpass to LA 50 DOTD project number H.000320", located in Section 40, T12S-R9E East of the Mississippi River, St. Charles Parish, Louisiana, prepared for St. Charles Parish Department of Public Works and Wastewater by Shread- Kuyrkendall and Associates Inc., Baton Rouge, Louisiana, prepared for St. Charles Parish Department of Public Works and Wastewater by Shread- Kuyrkendall and Associates Inc., Baton Rouge, Louisiana, dated May 29, 2018.

Being the same property acquired by Tri-Logistics Construction Co., L.L.C. from June Elfer Luck, wife of/and John Luck by Cash Sale dated April 23, 2003 and recorded in the St. Charles Parish Clerk of Court Conveyance Records on April 23, 2003 in COB 618, Folio 75, Instrument Number 278861.

Grantee is hereby authorized, in the construction and maintenance of said Project, to remove from the property herein described earth and other material in accordance with usual construction and maintenance policies.

The Grantee shall pay unto Grantor for the temporary construction servitude(s) hereby conveyed, upon approval by the Grantee of Grantor's title to the hereinabove property, free and clear of all encumbrances of any kind or nature whatsoever, and in full settlement and satisfaction of any

and all claims for damages resulting from the grant of said temporary construction servitude(s), the price and sum of FIVE HUNDRED EIGHT-TWO AND NO/100 (\$582.00) DOLLARS.

Grantor acknowledges and agrees that the consideration provided herein constitutes full and final settlement for the temporary construction 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 temporary right of way for the purposes of constructing drainage improvements.

It is agreed and understood that prior to completion of the said project, the property upon which the hereinabove described temporary construction servitude is located shall be left free of all construction scars.

The temporary construction servitude hereby granted shall be for a term of one (1) year at FIVE HUNDRED EIGHT TWO AND NO/100 (\$582.00) DOLLARS per year and shall commence upon the date a work order is issued to the contractor, for construction of the respective construction project for which the servitude is required.

Should the above recited term not be sufficient to complete the Project, the Grantor grants to the Grantee the option to extend the servitude for an additional one (1) year at the same terms and conditions as herein specified. This extension shall be automatic.

It is further agreed and understood that the Grantee's rights to the said temporary construction servitude shall terminate upon the date of Final Acceptance of the said Project by the Parish of St. Charles recorded in the mortgage records of the St. Charles Parish Clerk of Court. The fee simple title to the said Parcel 3-1 shall remain vested in the Grantor.

Grantor retains the rights to fully use and enjoy the above-described property, except as to the rights herein 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 temporary construction servitude.

During the construction of the Project, Grantee, its agents and employees, shall not impede Grantor's access to the private roadway shown as 25' Access Servitude on the SURVEY SHOWING TEMPORARY CONSTRUCTION SERVITUDE FOR LaDOTD STATE PROJECT "US 61 RAILROAD OVERPASS TO La 50" PROJECT NO. H.000320 LOCATED ON LOT 30-A-1, ALMEDIA PLANTATION, SEC. 40, T12S – R9E IN ST. ROSE, ST. CHARLES PARISH, LOUISIANA NOW OR FORMERLY OWNED BY TRI-LOGISTICS CONSTRUCTION L.L.C. prepared by Shread- Kuyrkendall and Associates Inc., Baton Rouge, Louisiana, dated May 29, 2018.

It is agreed and understood that prior to completion of the said Project, the property upon which the hereinabove described temporary construction servitude is located shall be left free of all construction scars.

This agreement shall be executed in quadruplicate, 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 acknowledgement pages from the various counterparts may be merged and combined with signature and acknowledgement pages from other counterparts.

[Remainder of page intentionally left blank]

IN TESTIMONY WHEREOF, the party hereto has signed, executed, and acknowledged this instrument as his/her free and voluntary act, in quadruplicate originals, in the presence of the two undersigned competent witnesses, as of the ____ day of _____, 2018, after a due reading of the whole.

WITNESSES:

**GRANTOR: TRI-LOGISTICS
CONSTRUCTION CO., L.L.C.**

Print Name

By: JODIE R. CANNON
Its: MEMBER

Print Name

NOTARY PUBLIC

Printed Name: _____
Notary Identification or Bar Roll No.: _____
My Commission expires: _____

IN TESTIMONY WHEREOF, the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in quadruplicate originals, in the presence of the two undersigned competent witnesses, as of the ____ day of _____, 2018, after a due reading of the whole.

WITNESSES:

Print Name

Print Name

GRANTEE:

ST. CHARLES PARISH

LARRY COCHRAN, PRESIDENT

ACKNOWLEDGEMENT

STATE OF _____
PARISH OF LOUISIANA

BEFORE ME, the undersigned authority, duly qualified in and for the aforesaid Parish/County and State, personally came and appeared _____, a person of the full age of majority and personally known to me, Notary, who by me having been duly sworn, declared and acknowledged that **LARRY COCHRAN**, signed the above and foregoing instrument on the date thereof for the objects and purposes therein expressed and acknowledged said instrument to be his voluntary act and deed.

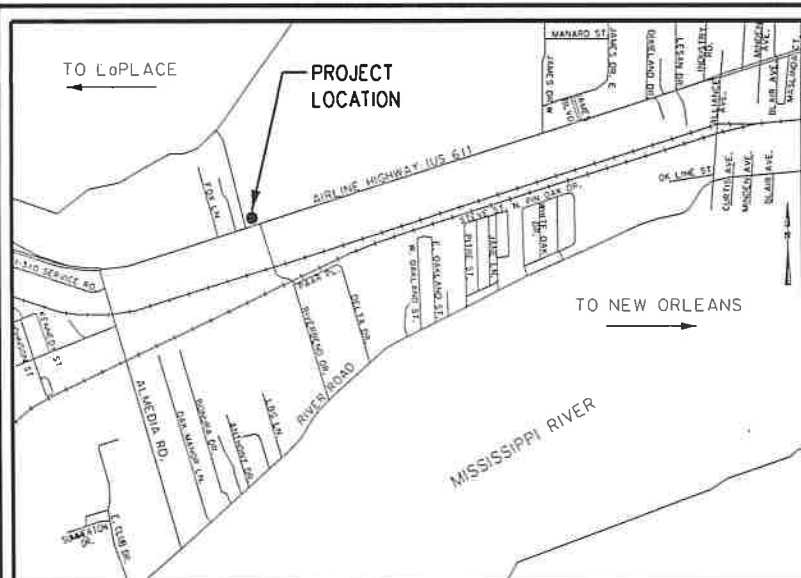
IN FAITH WHEREOF, Appearer executed this acknowledgment in the aforesaid Parish of _____, State of Louisiana, on this ____ day of _____, 2018, before me, the undersigned Notary Public, duly commissioned and qualified.

NOTARY PUBLIC

Printed Name: _____

Notary Identification or Bar Roll No.: _____

My Commission expires: _____



VICINITY MAP
NTS.

TRI-LOGISTICS
CONSTRUCTION
CO., L.L.C.
LOT 30-A-1
R.A.: 2.23 Ac.
(PER DEED)

LUCK, JUNE

N: 537571.41 FT
E: 3607927.92 FT
STA 166+36.00
OFF 101.33 FT

N: 537580.13 FT
E: 3607954.53 FT
STA 166+08.00
OFF 101.55 FT

25' ACCESS
SERVITUDE

TEMPORARY
CONSTRUCTION
SERVITUDE
AREA = 646.71 SQ. FT.
0.0148 AC.

PARCEL 3-1

TRI-LOGISTICS
CONSTRUCTION
CO., L.L.C.
LOT 30-D-1

N: 537549.49 FT
E: 3607934.92 FT
STA 166+36.00
OFF 78.32 FT

P.O.B.
N: 537558.04 FT
E: 3607961.58 FT

PROJ. & ADOPT. $\frac{1}{2}$
US HIGHWAY 61
(AIRLINE HIGHWAY)
(150' R/W)

LEGEND

EXISTING RIGHT OF WAY LINE

APPARENT PROPERTY LINE

TEMP. SERVITUDE LINE

NOTES:

1. REFERENCE MAP ENTITLED, "RESUBDIVISION OF A PORTION OF LOT 30-A, A PORTION OF LOT 31, AND REVOCATION OF A PORTION OF A $16\frac{1}{32}$ ROADWAY & $8\frac{1}{32}$ DITCH INTO LOTS 31-A, 31-B, 30-A-1, ALMEDIA PLANTATION SECTION 40 T12S-R9E, ST. CHARLES PARISH, LOUISIANA, DATED MAY 3RD, 1998, RECORDED IN ENTRY NO. 221380, COB 538, FOLIO 576.
2. US 61 HWY ROW TAKEN FROM MAPS ENTITLED: PLAN AND PROFILE OF PROPOSED STATE HIGHWAY FEDERAL AID PROJECT E-173-B-REOP & EXT., FEDERAL AID PROJECT E-173-C-REVISED, STATE PROJECT NO. 3601-B-4, BONNET CARRE SPILLWAY - KENNER HWY., ST CHARLES AND JEFFERSON PARISH, DATED MARCH 7, 1933
3. THE SERVITUDES SHOWN ON THIS PLAN ARE LIMITED TO THOSE CONTAINED WITHIN THE LATEST DEED OF RECORD AND ARE SHOWN.
4. WETLAND DETERMINATION NOT A PART OF THIS SURVEY.
5. FLOOD ZONE DETERMINATION NOT A PART OF THIS SURVEY.
6. COORDINATES SHOWN ARE LA STATE PLANE SOUTH ZONE 1702 AND BASED OFF CONTROL AND BASELINE FOR LaDOTD STATE PROJECT NO. H.000320

SURVEY SHOWING
TEMPORARY CONSTRUCTION SERVITUDE
FOR LaDOTD STATE PROJECT
"US 61 RAILROAD OVERPASS TO La 50"
PROJECT NO. H.000320
LOCATED ON LOT 30-A-1, ALMEDIA PLANTATION,
SEC. 40, T12S R9E
ST. ROSE, ST. CHARLES PARISH, LOUISIANA
NOW OR FORMERLY OWNED BY
TRI-LOGISTICS CONSTRUCTION L.L.C.

DRAWN BY: D.B.S. CALC. BY: B.C.J.
DATE: MAY 29, 2018 CHECKED BY: A.D.S.

I, HEREBY, CERTIFY THAT THIS PLAN REPRESENTS THE SURVEY PERFORMED BY ME, ON THE GROUND, IS CORRECT, AND IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, AS OF THIS DATE, AS STIPULATED BY CLASSIFICATION C SURVEYS.

