

## DRAINAGE SERVITUDE AGREEMENT

**THIS DRAINAGE SERVITUDE AGREEMENT** (the "Agreement"), made and executed this 10<sup>th</sup> day of January 2024, by and between **THE ROMAN CATHOLIC CHURCH OF THE DIOCESE OF HOUMA-THIBODAU**X, a non-profit religious corporation, herein represented by William J. Barbera, its duly authorized COO/CFO, whose address is 2779 LA-311, Schriever, Louisiana 70395 hereinafter called the ("Grantor") and **CITY OF THIBODAU**X, LLC, whose present address is 310 W 2<sup>nd</sup> Street, Thibodaux, LA 70301, represented by its Mayor, Kevin Clement hereinafter called the "Grantee"

WITNESSETH THAT in consideration of the promises and undertaking by the GRANTEE, and other good and valuable consideration, and of the obligation herein undertaken by Grantee, Grantor hereby grants to Grantee, upon the terms and conditions hereinafter set forth, the right, but not exclusively, of entry and access in, to, through, on, over, under and across Grantor's property to construct, use, improve, and maintain a 30' foot non-exclusive drainage servitude over the traversing Grantor's property a distance of four hundred and fifty (450) feet, more or less, as depicted in Exhibit "A" attached hereto and incorporated herein. Furthermore, Grantor hereby grants, conveys and confirms unto, the Grantee, its successors and assigns, the right, liberty and authority to enter upon and to operate and maintain the drainage servitude upon the following described land situated in the Parish of Louisiana, State of Louisiana, to-wit:

### Property Legal Description

A certain tract or parcel of land designated as 30' DRAINAGE SERVITUDE containing 0.436 Acres or 18,990 sq. ft, located in Section 114, Township 14 South - Range 16 East, Lafourche Parish, State of Louisiana, being more particularly described as follows:

Commencing at the intersection of the easterly right of way line of North Canal Boulevard - (Louisiana State Hwy. No. 20) and the southerly right of way line of Levert Road, said point being the "POINT OF COMMENCEMENT" and labeled "P.O.C.;"  
Then, continuing along the southerly right of way line of Levert Road, South 75 degrees 19 minutes 58 seconds East a distance of 1,202.85 feet to a point; Then, departing said right of way line, South 14 degree 40 minutes 02 seconds West a distance of 20.00 feet to a point, said point being the "POINT OF BEGINNING" and labeled "P.O.B.2";

Then, along a curve to the right having a delta of 90 degrees 09 minutes 40 seconds, a radius of 115.00 feet, an arc length of 180.96 feet, a chord bearing of North 30 degrees 15 minutes 08 seconds West, and a chord distance of 162.86 feet;  
Then, South 14 degrees 49 minutes 42 seconds West a distance of 335.17 feet to a point;  
Then, North 78 degrees 37 minutes 00 seconds West a distance of 30.06 feet to a point;  
Then, North 14 degrees 49 minutes 42 seconds East a distance of 335.16 feet to a point;  
Then, along a curve to the left having a delta of 90 degrees 09 minutes 40 seconds, a radius of 85.00 feet, an arc length of 133.76 feet, and a chord bearing of North 30 degrees 15 minutes 08 seconds West, and a chord distance of 120.38 feet;  
Then, North 14 degrees 40 minutes 02 seconds East a distance of 30.00 feet to the "POINT OF BEGINNING".

Said above mentioned drainage servitude shall be located as depicted on the attached Exhibit

“A” and its successor owners.

In exercise of this drainage servitude, Grantee may not permit the presence, use, disposal, storage, or release of any hazardous substances upon the property described above. Grantee shall not have the right to install utilities along, across, or above the Servitude or to bury or lay any underground pipes or lines within said drainage servitude without first obtaining Grantor's prior written consent.

The Parties agree to the following:

- 1) This Agreement is provided for the sole purpose and non-exclusive use of the drainage servitude to allow Grantee and its employees, designees, contractors, successors, and assigns, and all those acting by or on behalf of it the right of ingress, egress, entry and access in, to, through, on, over, and across the drainage servitude for the purpose of maintaining the drainage servitude.
- 2) This Agreement and all of Grantee's rights hereunder are for a perpetual term commencing with the effective date of this Agreement.
- 3) Grantee shall indemnify, defend and hold Grantor and The Roman Catholic Church of the Diocese of Houma-Thibodaux, their tenants, members, managers, subsidiaries, affiliates, agents, employees, officers and insurers free and harmless from any and all claims for damages to persons or property arising out of the use and occupancy of any of Grantor's property in relation to this drainage servitude by Grantee irrespective of any fault, contributory negligence or strict (or absolute) liability of Grantor, except for those damages to persons or property caused by Grantor's gross negligence and/or willful misconduct and/or intentional tortious actions or behaviors. Grantee further agrees that it shall hold Grantor harmless against any and all claims, demands, actions or suits, including but not limited to environmental enforcement or remediation actions, losses, damages, liabilities, cost or expenses, including fines, penalties, court costs, reasonable attorneys' fees and any other expenses incident thereto on account of injuries to or death of persons or damage to property of any kind including but not limited to pollution or contamination of air, land or water, or the violation of any law, statute or regulation, arising wholly or in part from or in connection with or resulting from the use, maintenance or operation of this drainage servitude by Grantee or the breach of any provision of this agreement, irrespective of any fault, contributory negligence, fault or strict (or absolute) liability of Grantor, except for those damages to persons or property caused by Grantor's gross negligence and/or willful misconduct and/or intentional tortuous actions or behaviors. In the event of any suit, action or other proceeding, including any administrative proceedings, brought against Grantor for or on account of any item which Grantee is obligated hereunder to indemnify Grantor, Grantor shall notify Grantee and Grantee shall appear and defend said suit or action at its sole cost and expense and will pay and satisfy any judgment, penalty or fine that may be rendered therein against Grantor, when such suit or action has been finally determined.

Furthermore, should Grantee have caused the spillage, discharge, emission or release of any Hazardous Material on or under the servitude and any neighboring and adjacent property owned by Grantor, Grantee shall, at Grantee's sole expense and in lieu of paying cost and expense of removal, cause the drainage servitude and the neighboring and adjacent property of Grantor contaminated by Grantee to be fully and thoroughly cleaned and restored, by a licensed contractor, to the condition the property was in prior to the environmental contamination, as far as is reasonably practical, by Grantee and cause all Hazardous Materials to be disposed of as required by law. All aspects of and the extent of any such environmental clean-up or restoration shall be subject to Grantor's prior review and approval and such approval will not be unreasonably withheld and the request for same be timely acted upon.

Grantee hereby agrees to indemnify, defend and hold Grantor and its officers, directors, employees, agents and representatives free and harmless from and against any and all actions, causes of action, suits, losses, costs, liabilities and damages, and reasonable expenses incurred in connection therewith, including reasonable attorneys' fees and disbursements, incurred by any and all of them as a result of, or arising out of, or relating to the escape, seepage, leakage, spillage, discharge, emission, discharging or releases from, on or under the property or any adjacent property of Grantor caused by Grantee or its agents, employees, invitees or any other representative of Grantee, of any Hazardous Material.

“Hazardous Material” means and includes (a) explosives or radioactive materials, (b) any substance, material or element prohibited, limited or regulated by any environmental law, and (c) any hazardous, toxic or dangerous waste, substance or material defined as such in (or for purposes of) the Resource Conservation and Recovery Act (42 USC 6901 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 USC 9607 et seq.), the Hazardous Materials Transportation Act (49 USC 1801 et seq.), the Clean Water Act (33 USC 1251 et seq.), the Clean Air Act (42 USC 7401 et seq.), the Toxic Substances Control Act (15 USC 2601 et seq.), any so-called “Superfund” or “Superlien” law, the Louisiana Environmental Quality Act (La. R.S. 30:2001 et seq.), as any of the above may hereafter be amended, modified and supplemented, or any other applicable federal, state, local, or other statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance or material, as now or at any time hereafter in effect.

Notwithstanding anything herein to the contrary, Grantor and Grantee hereby agree that excluded from the foregoing indemnifications granted herein is any claim for the discovery of adverse environmental conditions not caused by Grantee.

The foregoing representations, covenants and indemnities shall be continuing and shall survive beyond expiration or termination of this agreement.

- 4) Grantor acknowledges that Grantee shall have the non-exclusive right to use and occupy the land covered by the drainage servitude and that Grantor will not:
  - (a) construct, nor permit others to construct, any house, building, or other structure, construction or obstructions on or over this Servitude; or
  - (b) impound water or other substance, or
  - (c) make any other use of the above-described lands adjoining the drainage servitude which will unreasonably interfere with the rights conveyed to the Grantee herein.
- 5) Grantee shall be required to maintain the drainage servitude at its sole cost and expense by performing routine maintenance of the servitude. Grantor, its agents, tenants or assigns will not be responsible for the maintenance or any damage caused to the surface of the drainage servitude unless caused by Grantor, its agents, tenants or assigns gross intentional acts and/or willful misconduct and/or intentional tortious actions or behaviors. Grantee further agrees that it shall hold Grantor harmless against any and all claims, demands and actions resulting from the use, maintenance or operation of the drainage servitude.
- 6) Grantee has the obligation to maintain the drainage servitude as needed. Grantor assumes no responsibility for the condition or maintenance of the property utilized for this drainage servitude.
- 7) Grantee agrees not to allow wires and cables to be installed or attached to any utility poles or facilities within said drainage servitude without first obtaining Grantor’s prior written consent, which will not be unconditionally withheld or delayed.
- 8) It is distinctly understood and agreed that this does not constitute a conveyance of any part of the land above described nor of the minerals therein and thereunder, but grants only the drainage servitude as above provided.
- 9) It is understood and agreed that Grantee shall be entitled to exercise any of the rights granted hereunder at any time and from time to time for so long as this Agreement remains in force and effect and the non-exercise of any such rights shall not be deemed to constitute a waiver of any of such rights.
- 10) The benefits, obligations and restrictions granted or imposed on Grantee are not exclusive but are in addition to any and all benefits, obligations and restrictions which are now or may be hereafter imposed.
- 11) This grant is made without warranty either expressed or implied and without any recourse whatsoever, not even for the return of the consideration paid to Grantor hereunder.

12) This Agreement is executed in accordance with La. Civil Code art. 534 and is a perpetual personal servitude right of use..

13) It is further understood that this grant is not a conveyance of the full ownership of the property herein described and the parties herein specifically agree that the drainage servitude may only be used by the Grantee, its agents, employees, and/or assigns, for the maintenance and operation of said facilities. Except for as set forth above, the Grantor and Grantee agree and stipulate that both Grantor and Grantee will have free access of egress and ingress for the purpose as herein stipulated, that no structures will be erected interfering with the grant hereby given.

14) If Grantee fails to use the drainage servitude granted under this Agreement for a consecutive period of one (1) year after a period extending ten (10) consecutive years from the date of execution for any of the purposes herein granted, then the rights granted hereunder to Grantee shall, at the option of Grantor, cease and terminate upon written notification of default to Grantee, unless such nonuse is due to a force majeure or other conditions beyond Grantee's control.

15) This Agreement shall be construed in accordance with and governed by the laws of the State of Louisiana. If any term or provision of the Agreement as set forth herein shall be held to be invalid or unenforceable, the remainder shall not be affected. The Agreement may be executed by the parties in counterparts, all of which together shall constitute one and the same agreement. The effective date of this Agreement shall be the last date of execution by the undersigned parties hereto.

TO HAVE AND TO HOLD the aforesaid drainage servitude unto the Grantee, their successors, or assigns, so long as the Grantee, his successors or assigns, shall continue to use said drainage servitude.

IN WITNESS WHEREOF, the GRANTOR has hereunto signed his name this 10<sup>TH</sup> day of January, 2024, together with Lonnie Thibodeaux and Christy Voinin, witnesses, in Lafourche Parish, Louisiana.

WITNESSES:

Christy Voinin  
Christy Voinin

GRANTOR:

THE ROMAN CATHOLIC CHURCH OF THE  
DIOCESE OF HOUMA-THIBODAUX

William J. Barbera  
WILLIAM J. BARBERA  
COO/CFO

IN WITNESS WHEREOF, the GRANTEE has hereunto signed his name this \_\_\_\_\_ day of \_\_\_\_\_, 2023, together with \_\_\_\_\_ and \_\_\_\_\_, witnesses, in Lafourche Parish, Louisiana.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

GRANTEE:

CITY OF THIBODAUX, LLC

Kevin Clement  
KEVIN CLEMENT  
MAYOR

