

# Exhibit E. Chemin 2 Site Property Deed Report & Partial Title Abstract



# Chemin 2 Site Property Deed Report & Partial Title Abstract

## LED Partial Title Abstract & Deed Report Lafayette Parish



Chemin 1 Business Site  
Chemin 2 Business Site  
Chemin 3 Industrial Site

Assessment Number 6122454

### 274.08 Acres in the South ½ Sec.16 T11S, R5E

**Dates Researched: 1935 to December 15, 2025**

Note: The federal government reserved Section 16 property for public schools. When each state became part of the Union, the public schools were granted the lands in their parish that were part of Section 16.

#### Current Ownership:

**Lafayette Parish School Board - 100%**  
**100 Almonaster Road**  
**Youngsville, LA**

<b>Instrument 1</b>	<b>Servitude Agreement</b>
<b>Entity Acquiring Property</b>	<b>Lafayette City-Parish Consolidated Government</b>
<b>Owner of Property when Acquired</b>	<b>Lafayette Parish School Board</b>
File Number	2006-00004180
Acreage/Lot #	See Document
Location	Sec. 16 T11S R5E
Date Acquired/Recorded	2/1/2006
Notes:	<b>Map Attached</b>
<b>Instrument 2</b>	<b>Servitude Agreement</b>
<b>Entity Acquiring Property</b>	<b>Lafayette City-Parish Consolidated Government</b>
<b>Owner of Property when Acquired</b>	<b>Lafayette Parish School Board</b>
File Number	2006-00004181
Acreage/Lot #	See Document
Location	Sec. 16 T11S R5E
Date Acquired/Recorded	2/1/2006
Notes:	<b>Map Attached</b>
<b>Instrument 3</b>	<b>Servitude Agreement</b>
<b>Entity Acquiring Property</b>	<b>Lafayette City-Parish Consolidated Government</b>
<b>Owner of Property when Acquired</b>	<b>Lafayette Parish School Board</b>
File Number	2006-00004182
Acreage/Lot #	See Document
Location	Sec. 16 T11S R5E

Date Acquired/Recorded	2/1/2006
Notes:	<b>Map Attached</b>
<b>Instrument 4</b>	<b>Cooperative Endeavor Agreement</b>
<b>Entity Acquiring Property</b>	<b>The City of Youngsville</b>
<b>Owner of Property when Acquired</b>	<b>Lafayette Parish School Board</b>
File Number	2010-00025638
Acreage/Lot #	Parcel 8-1, 8-1-U-1, 8-1-U-2, 8-1-D-1
Location	Sec. 16 T11S R5E
Date Acquired/Recorded	06/23/2010
Notes:	<b>Map Attached</b>
<b>Instrument 5</b>	<b>Permanent Utility Servitude Agreement</b>
<b>Entity Acquiring Property</b>	<b>The City of Youngsville</b>
<b>Owner of Property when Acquired</b>	<b>Lafayette Parish School Board</b>
File Number	2013-00044849
Acreage/Lot #	Parcel 1-U-1, 1-U-2
Location	Sec. 16 T11S R5E
Date Acquired/Recorded	10/21/2013
Notes:	<b>Map Attached</b>
<b>Instrument 6</b>	<b>Servitude Agreement</b>
<b>Entity Acquiring Property</b>	<b>The City of Youngsville</b>
<b>Owner of Property when Acquired</b>	<b>Lafayette Parish School Board</b>
File Number	2016-00014308
Acreage/Lot #	See Document
Location	Sec. 16 T11S R5E
Date Acquired/Recorded	4/26/2016
Notes:	<b>See Plat Attached (2 pages) – Incorrect description within the servitude agreement. Should be section 16</b>
<b>Instrument 7</b>	<b>Servitude Agreement</b>
<b>Entity Acquiring Property</b>	<b>Centerpoint Energy Resources Corp</b>
<b>Owner of Property when Acquired</b>	<b>Lafayette Parish School Board</b>
File Number	2017-0009305
Acreage/Lot #	See Document
Location	Sec. 16 T11S R5E
Date Acquired/Recorded	3/7/2017
Notes:	<b>Map Attached (2 pages) showing 5' right of way to be acquired by Centerpoint Energy</b>
<b>Instrument 8</b>	<b>Cooperative Endeavor Agreement</b>
<b>Entity Acquiring Property</b>	<b>The City of Youngsville</b>

<b>Owner of Property when Acquired</b>	<b>Lafayette Parish School Board</b>
File Number	2017-00026960
Acreage/Lot #	See Legal Description Pages 11-12
Location	Sec. 16 T11S R5E
Date Acquired/Recorded	07/07/2017
Notes:	<b>Map Attached – Labeled Exhibit 3</b>

#### Mortgages/Liens

<b>Mortgage Certificate</b>	Unknown
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#### Maps/Plats Provided

<b>Drainage Servitude 2/1/2006</b>	File 2006-0004180
<b>Drainage Servitude 2/1/2006</b>	File 2006-0004181
<b>Drainage Servitude 2/1/2006</b>	File 2006-0004182
Parcel 8-1, 8-1-U-1, 8-1-U-2, 8-1-D-1 <b>6/23/2010</b>	File 2010-00025638
Servitude <b>4/26/2016</b>	File 2016-00014308
Right of Way <b>3/7/2017</b>	File 2017-0009305
Servitude <b>7/7/2017</b>	File 2017-00026960

#### Ownership Names Researched

<b>Name</b>	<b>Dates Researched</b>
Lafayette Parish School Board	1935 to December 15, 2025

#### Tax Information

Parish	Lafayette Parish
Tax Year	2025
Assessed Ownership	Lafayette Parish Schoolboard
Assessment Number	6122454
Municipal Address	100 Almonaster Rd.

### Summary

**Parcel ID** 6122454  
**PropertyAddress** 100 ALMONASTER RD  
 YOUNGSVILLE,  
**Neighborhood** South of Youngsville  
**Legal Description** SOUTH 1/2 SEC 16 T11S R5E (274.08 AC)  
**Sect/Twp/Range** 16/ 11/ 5  
**SubdivisionName**  
**TaxDistrict** 06 - YOUNGSVILLE  
**Zoning**



### Owner Information

Owner Name	Percent Interest	Role Type	Address	State	City	Zip
LAFAYETTE PARISH SCHOOL BOARD	100.00 %	ON	202 RUE IBERVILLE	LA	LAFAYETTE	70508

### Exemption Information

Description	Year	Amount
Real Property Total Exemption	0	\$219,264

### Valuation

Assessed Year	2025
Improvement Market Value	\$0
Land Market Value	\$2,192,640
Total Market Value	\$2,192,640
Total Assessed Value	\$219,264
Homestead Exemption Value	
Total Taxable Value	\$0

### Taxes

Year	City	Parish
2025		
2024		
2023		
2022		
2021		
2020		
2019		
2018		
2017		
2016		
2015		
2014		
2013		
2012		
2011		
2010		
2009		
2008		
2007		
2006		

### Land

Land Description	LTC Code	Deed Units	Assessed Land Value
Res Acreage >=3 Ac	3060	274.08	\$219,264

## Sales

Recording Date	Sale Date	Sale Price	Document Type	Document Number
7/7/2017	4/5/2017	\$0	Agreement	201700026960
	1/1/1800	\$0	Transfer of Property	0

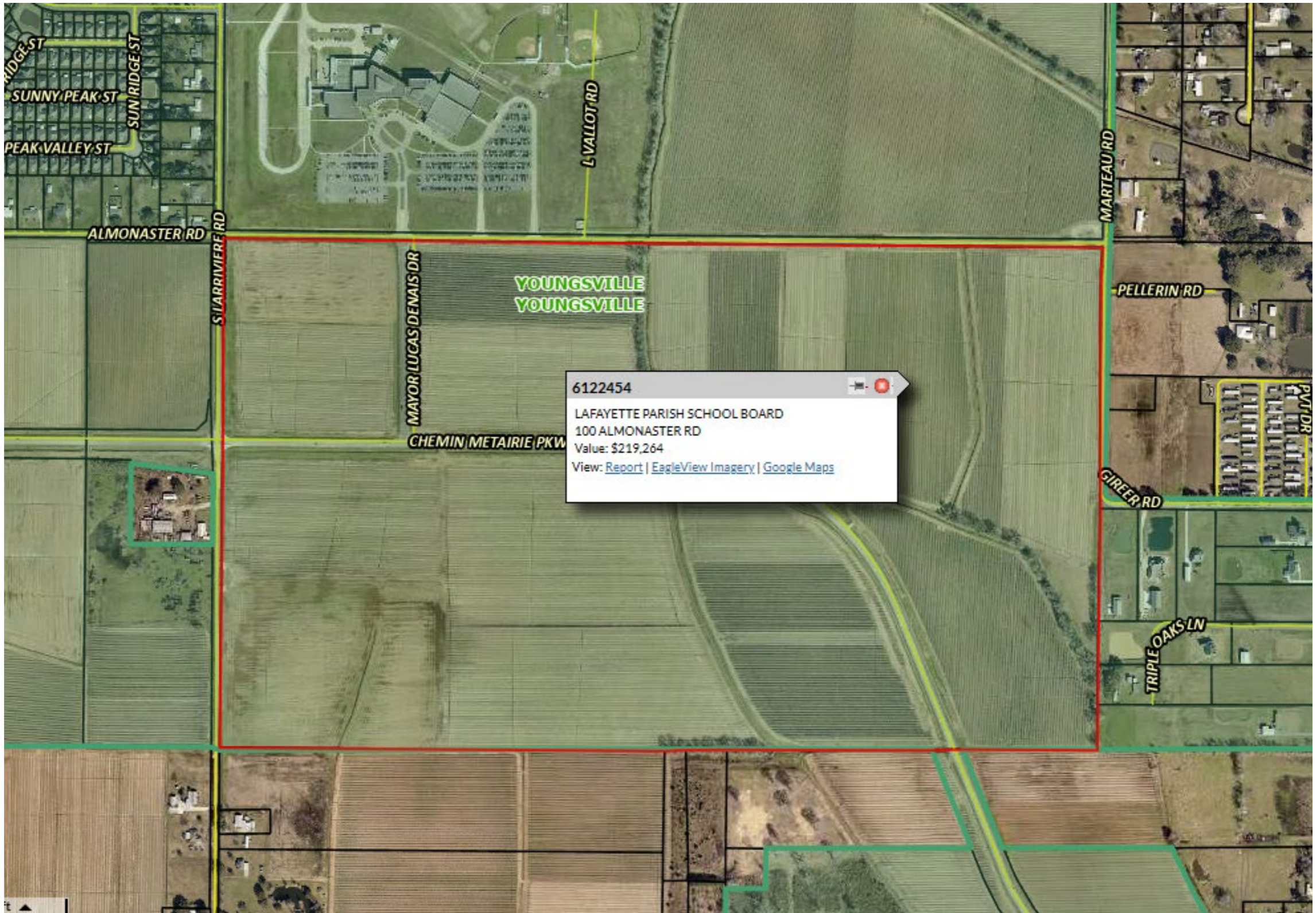
No data available for the following modules: Additional Property Addresses, Map, Buildings, Extra Features, Comp Search (Mixed), Related Parcels.

The information supplied by the Lafayette Parish Assessor's office is public information data and must be accepted and used with the understanding that the data was collected for the purpose of creating a Property Tax Roll per Louisiana Statute. The Lafayette Parish Assessor makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability, or suitability of this data for any particular use and assumes no liability for the use or misuse of this public information and

[User Privacy Policy](#) | [GDPR Privacy Notice](#)  
Last Data Upload: 12/10/2025, 3:14:16 AM

Contact Us

Developed by  
 **SCHNEIDER**  
GEO SPATIAL



6122454  
LAFAYETTE PARISH SCHOOL BOARD  
100 ALMONASTER RD  
Value: \$219,264  
View: [Report](#) | [EagleView Imagery](#) | [Google Maps](#)

YOUNGSVILLE  
YOUNGSVILLE

RIDGE ST  
SUNNY PEAK ST  
PEAK VALLEY ST  
SUN RIDGE ST

ALMONASTER RD

S LARRIVIERE RD

MAYOR LUCAS DENAIS DR

CHEMIN METAIRIE PKW

L VALLOIR RD

MARTEAU RD

PELLERIN RD

GIREER RD

TRIPLE OAKS LN



Peak Run

Squirrel Run

Hill Ridge Dr

Southside High School

Marteau Rd

Kneads Harmony Massage

Almonaster Rd

Almonaster Rd

Almonaster Rd

Tally Ho Riding Academy

C'est Bon Storage

Chemin 1 Business Site

Chemin 2 Business Site

C'est Bon Crawfish

Chemin Metairie Pkwy

Chemin Metairie Pkwy

Chemin 3 Industrial Site

Chemin Metairie Pkwy

S Larriviere Rd

S Larriviere Rd

S Larriviere Rd

# Lafayette Parish Recording Page

Louis J. Perret  
Clerk of Court  
PO Box 2009  
800 South Buchanan  
Lafayette, LA 70502  
(337) 291-6400

**First VENDOR**

DUGAS, MATTHEW

**First VENDEE**

LAF-CITY PARISH CONSOLIDATED GOVERN

**Index Type :** Conveyances


**File Number :** 2006-00004180

**Type of Document :** Servitude

**Recording Pages :** 4

**Recorded Information**

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafayette Parish, Louisiana

  
Clerk of Court

On (Recorded Date) : 02/01/2006

At (Recorded Time) : 3:19:16:000 PM



Doc ID - 007336270004



Do not Detach this Recording Page from Original Document

LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT

Servitude Agreement

STATE OF LOUISIANA

PARISH OF LAFAYETTE

PROJECT: (W-22) Coulee LaSalle (b) (L-2)

NAME: Lafayette Parish School Board

WHEREAS, the Lafayette City-Parish Consolidated Government hereinafter referred to as GRANTEE, desires to construct and/or maintain a DRAINAGE improvement; and

WHEREAS, on the property of the herein above identified property owner, hereinafter referred to as the GRANTOR, the described improvement has been deemed in the best interest of the PUBLIC by the Lafayette City-Parish Consolidated Government,

NOW, THEREFORE, for and in consideration of the mutual benefits to the GRANTEE and the GRANTOR to be derived from this improvement, the undersigned GRANTOR hereby grants unto the GRANTEE the necessary servitude and right-of-way for the construction, improvements, and maintenance of the hereinabove described facilities through and across said property in Lafayette Parish, Louisiana.

THIS servitude is more fully described as:

PROJECT/COULEE NAME: (W-22) Coulee LaSalle (b) (L-2)

DRAINAGE SERVITUDE:

Permanent Drainage Servitude: Within the existing banks of the coulee located on the property of referenced owner.

Permanent Access Servitude: 20 feet each side of channel

Temporary Construction/Spoil Servitude: 10 feet each side of channel

As shown on attached drawing prepared by Lafayette Consolidated Government dated May 10, 1993, file #D-1993-13 and on file at the Lafayette Consolidated Government Public Works Department.

All access servitudes will be twenty (20) feet from the top bank of the drainage facility and will remain at twenty (20) feet to include any man-made or natural changes to the top bank.

Any temporary servitude granted shall terminate immediately upon completion and acceptance of this project.

IT IS FURTHER AGREED AND UNDERSTOOD THAT:

(1) GRANTOR gives permission for removal of all improvements, trees shrubbery, and undergrowth in the servitude(s) that would hinder the accomplishment of the said project.

(2) In consideration of this permission, the GRANTEE shall:

- a. Keep the aforementioned removal of all improvements, trees etc., to a minimum.
b. Fill and grade the affected areas of the GRANTORS property to assist in proper drainage
c. Other:

ALL WORK ON CHANNELS WILL BE DONE BETWEEN THE MONTHS JANUARY AND JULY.

LEASOR OF PROPERTY IS TO BE NOTIFIED TWO WEEKS IN ADVANCE OF ANY WORK DONE ON CHANNELS.

ALL TREES REMOVED WILL BE <sup>BMHA</sup> ~~HOLD OFF PROPERTY~~ IN CONSTRUCTION WILL BE ~~HOLD OFF PROPERTY~~

RIGHT OF WAY AGENT

[Signature] (BRAD ANDRESENT)

Approval of Conditions

[Signature] Chief Right-of-Way Agent

[Signature] Project Engineer

THUS DONE AND SIGNED in the Parish of Lafayette, Louisiana, this 19 day of JANUARY, 2005, in the presence of the undersigned competent witnesses, who sign with appearers and after due reading of the whole.

WITNESSES:

Kyle W. Boudier  
Renee M. Gedeon

GRANTOR:

Matthew Dugas  
(NAME OF PROPERTY OWNER)

\_\_\_\_\_  
(NAME OF PROPERTY OWNER)

WITNESSES:

Aime P. Resuebel  
Gail Albert

GRANTEE:

LAFAYETTE CITY-PARISH  
CONSOLIDATED GOVERNMENT

BY: K. J. Durel, Jr.  
City-Parish President

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME appeared ERAN ANDREOATI, who after being sworn, deposed that he witnessed all signatures to the foregoing instrument and knows that the parties executed same of their own free will and for the purpose stated in his presence and in the presence of the other named witnesses.

WITNESSES:

Hilda Edmund  
Dorany S. Dugas

[Signature]  
APPEARER

Patsy Gauthier  
NOTARY PUBLIC

Patsy Gauthier, Notary Public  
Lafayette Parish, State of Louisiana  
Notary ID# 13616  
Notary Commission Expiration: Lifetime



Scale: 1" = 2000'

Youngville, LA Quadrangle  
7.5 Minute Edition 1983

@10+00=Lat. N30° 05' 35"  
@10+00=Long. W91° 57' 56"

Application: Lafayette Consolidated Government

STATE OF LOUISIANA  
PARISH OF LAFAYETTE

Drawing Showing Location of Proposed Drainage  
Improvements of

**(W-22) Coulee LaSalle (b) (L-2)**

Located in Sections 16, 21 & 22, T11S, R5E, Lafayette Parish,  
LA.

File No. D-1993-13

May 10, 1993

# Lafayette Parish Recording Page

Louis J. Perret  
Clerk of Court  
PO Box 2009  
800 South Buchanan  
Lafayette, LA 70502  
(337) 291-6400

**First VENDOR**

DUGAS, MATTHEW

**First VENDEE**

LAF-CITY PARISH CONSOLIDATED GOVERN

**Index Type :** Conveyances

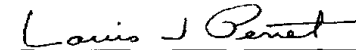
**File Number :** 2006-00004181

**Type of Document :** Servitude

**Recording Pages :** 4

**Recorded Information**

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafayette Parish, Louisiana

  
Clerk of Court

On (Recorded Date) : 02/01/2006

At (Recorded Time) : 3:20:18:000 PM



Doc ID - 007336280004

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LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT

Servitude Agreement

STATE OF LOUISIANA

PARISH OF LAFAYETTE

PROJECT: (W-22) Coulee LaSalle (b) (L-2A-1)

NAME: Lafayette Parish School Board

WHEREAS, the Lafayette City-Parish Consolidated Government hereinafter referred to as GRANTEE, desires to construct and/or maintain a DRAINAGE improvement; and

WHEREAS, on the property of the herein above identified property owner, hereinafter referred to as the GRANTOR, the described improvement has been deemed in the best interest of the PUBLIC by the Lafayette City-Parish Consolidated Government,

NOW, THEREFORE, for and in consideration of the mutual benefits to the GRANTEE and the GRANTOR to be derived from this improvement, the undersigned GRANTOR hereby grants unto the GRANTEE the necessary servitude and right-of-way for the construction, improvements, and maintenance of the hereinabove described facilities through and across said property in Lafayette Parish, Louisiana.

THIS servitude is more fully described as:

PROJECT/COULEE NAME: (W-22) Coulee LaSalle (b) (L-2A-1)

DRAINAGE SERVITUDE:

Permanent Drainage Servitude: Within the existing banks of the coulee located on the property of referenced owner.

Permanent Access Servitude: 20 feet each side of channel

Temporary Construction/Spoil Servitude: 10 feet each side of channel

As shown on attached drawing prepared by Lafayette Consolidated Government dated October 3, 2005 , file #D-2005-30 and on file at the Lafayette Consolidated Government Public Works Department.

All access servitudes will be twenty (20) feet from the top bank of the drainage facility and will remain at twenty (20) feet to include any man-made or natural changes to the top bank.

Any temporary servitude granted shall terminate immediately upon completion and acceptance of this project.

IT IS FURTHER AGREED AND UNDERSTOOD THAT:

(1) GRANTOR gives permission for removal of all improvements, trees shrubbery, and undergrowth in the servitude(s) that would hinder the accomplishment of the said project.

(2) In consideration of this permission, the GRANTEE shall:

- a. Keep the aforementioned removal of all improvements, trees etc., to a minimum.
b. Fill and grade the affected areas of the GRANTORS property to assist in proper drainage
c. Other:

ALL WORK ON CHANNELS WILL BE DONE BETWEEN THE MONTHS JANUARY AND JULY. KHB
LEASOR OF PROPERTY IS TO BE NOTIFIED TWO WEEKS IN ADVANCE OF ANY WORK DONE ON KHB CHANNELS.

ALL TREES REMOVED IN CONSTRUCTION WILL BE HALD OFF PROPERTY. KHB

RIGHT OF WAY AGENT [Signature] (BRAD ANDREWS)
Approval of Conditions [Signature]
Chief Right-of-Way Agent Project Engineer

THUS DONE AND SIGNED in the Parish of Lafayette, Louisiana, this 19 day of JANUARY, 2005, in the presence of the undersigned competent witnesses, who sign with appearers and after due reading of the whole.

WITNESSES:

Kyle V. Boudier  
Rene M. Cadeau

GRANTOR:

Michelle Dugas  
(NAME OF PROPERTY OWNER)

\_\_\_\_\_  
(NAME OF PROPERTY OWNER)

WITNESSES:

Anne P. Reswella  
Gail Helbert

GRANTEE:

LAFAYETTE CITY-PARISH  
CONSOLIDATED GOVERNMENT

BY: E. J. Durel, Jr.  
City-Parish President

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME appeared BRAD ANDREPOWT, who after being sworn, deposed that he witnessed all signatures to the foregoing instrument and knows that the parties executed same of their own free will and for the purpose stated in his presence and in the presence of the other named witnesses.

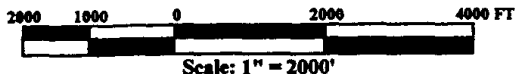
WITNESSES:

Silda Edmund  
Maury B. Briggs

[Signature]  
APPEARER

Patsy Gauthier  
NOTARY PUBLIC

Patsy Gauthier, Notary Public  
Lafayette Parish, State of Louisiana  
Notary ID# 13616  
Notary Commission Expiration: Lifetime



Scale: 1" = 2000'

Youngsville, LA Quadrangle  
7.5 Minute Edition 1983

@10+00=Lat. N30° 05' 00"  
@10+00=Long. W91° 57' 43"

Application: Lafayette Consolidated Government

STATE OF LOUISIANA  
PARISH OF LAFAYETTE

Drawing Showing Location of Proposed Drainage  
Improvements of

**(W-22) Coulee LaSalle (b) (L-2A-1)**

Located in Section 16, T11S, R5E, Lafayette Parish, LA.

File No. D-2005-30

October 3, 2005

# Lafayette Parish Recording Page

Louis J. Perret  
Clerk of Court  
PO Box 2009  
800 South Buchanan  
Lafayette, LA 70502  
(337) 291-6400

**First VENDOR**

DUGAS, MATTHEW

**First VENDEE**

LAF-CITY PARISH CONSOLIDATED GOVERN

**Index Type :** Conveyances


**File Number :** 2006-00004182

**Type of Document :** Servitude

**Recording Pages :** 4

**Recorded Information**

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafayette Parish, Louisiana

  
Clerk of Court

On (Recorded Date) : 02/01/2006

At (Recorded Time) : 3:22:55:000 PM



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LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT

Servitude Agreement

STATE OF LOUISIANA

PARISH OF LAFAYETTE

PROJECT: (W-22) Coulee LaSalle (b) (L-2A)

NAME: Lafayette Parish School Board

WHEREAS, the Lafayette City-Parish Consolidated Government hereinafter referred to as GRANTEE, desires to construct and/or maintain a DRAINAGE improvement; and

WHEREAS, on the property of the herein above identified property owner, hereinafter referred to as the GRANTOR, the described improvement has been deemed in the best interest of the PUBLIC by the Lafayette City-Parish Consolidated Government,

NOW, THEREFORE, for and in consideration of the mutual benefits to the GRANTEE and the GRANTOR to be derived from this improvement, the undersigned GRANTOR hereby grants unto the GRANTEE the necessary servitude and right-of-way for the construction, improvements, and maintenance of the hereinabove described facilities through and across said property in Lafayette Parish, Louisiana.

THIS servitude is more fully described as:

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DRAINAGE SERVITUDE:

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Temporary Construction/Spoil Servitude: 10 feet each side of channel

As shown on attached drawing prepared by Lafayette Consolidated Government dated October 3, 2005 , file #D-2005-29 and on file at the Lafayette Consolidated Government Public Works Department.

All access servitudes will be twenty (20) feet from the top bank of the drainage facility and will remain at twenty (20) feet to include any man-made or natural changes to the top bank.

Any temporary servitude granted shall terminate immediately upon completion and acceptance of this project.

IT IS FURTHER AGREED AND UNDERSTOOD THAT:

(1) GRANTOR gives permission for removal of all improvements, trees shrubbery, and undergrowth in the servitude(s) that would hinder the accomplishment of the said project.

(2) In consideration of this permission, the GRANTEE shall:

- a. Keep the aforementioned removal of all improvements, trees etc., to a minimum.
b. Fill and grade the affected areas of the GRANTORS property to assist in proper drainage
c. Other:

ALL WORK ON CHANNELS WILL BE DONE BETWEEN THE MONTHS OF JANUARY AND JULY
LEASOR OF PROPERTY IS TO BE NOTIFIED TWO WEEKS IN ADVANCE OF ANY WORK DONE ON CHANNELS.

ALL TREE REMOVED IN CONSTRUCTION WILL BE HAUL OFF PROPERTY

RIGHT OF WAY AGENT [Signature] (BRAD ANDREONT)
Approval of Conditions [Signature] Chief Right-of-Way Agent [Signature] Project Engineer

THUS DONE AND SIGNED in the Parish of Lafayette, Louisiana, this 19 day of JANUARY, 2005, in the presence of the undersigned competent witnesses, who sign with appearers and after due reading of the whole.

WITNESSES:

Kyle V. Boudelon  
Renee M. Cadeau

GRANTOR:

Matthew Dugue  
(NAME OF PROPERTY OWNER)

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

\_\_\_\_\_  
(NAME OF PROPERTY OWNER)

WITNESSES:

Anne P. Resweber  
Gail Hebert

GRANTEE:

LAFAYETTE CITY-PARISH  
CONSOLIDATED GOVERNMENT

BY: R. J. Durel, Jr.  
City-Parish President

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BEFORE ME appeared BRAD ANDERSON, who after being sworn, deposed that he witnessed all signatures to the foregoing instrument and knows that the parties executed same of their own free will and for the purpose stated in his presence and in the presence of the other named witnesses.

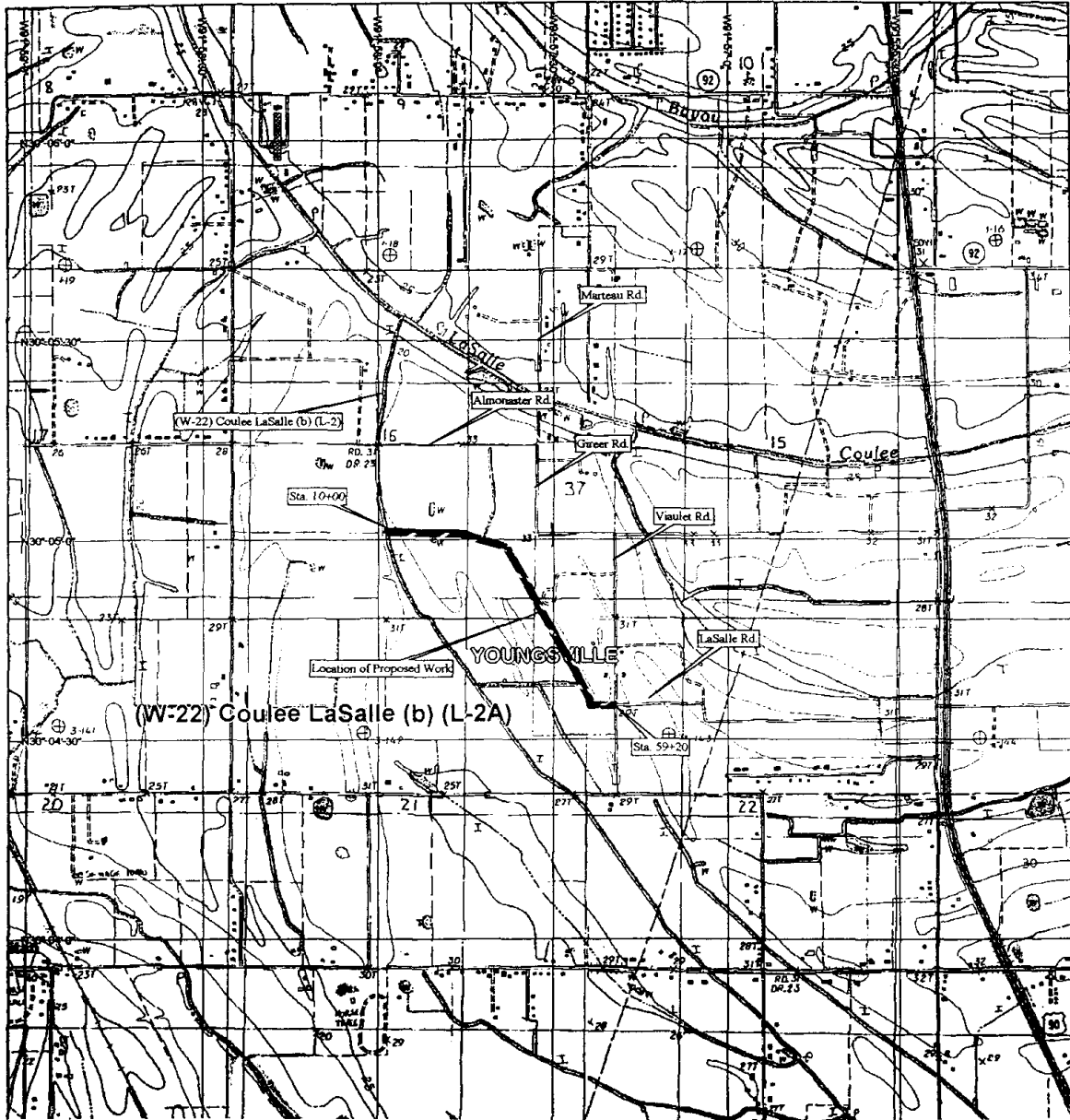
WITNESSES:

Hilda Leonard  
Mary D. Broussard

[Signature]  
APPEARER

Patsy Gauthier  
NOTARY PUBLIC

Patsy Gauthier, Notary Public  
Lafayette Parish, State of Louisiana  
Notary ID# 13616  
Notary Commission Expiration: Lifetime



Scale: 1" = 2000'

Youngville, LA Quadrangle  
7.5 Minute Edition 1983

@10+00=Lat. N30° 05' 01"  
@10+00=Long. W91° 57' 59"

Application: Lafayette Consolidated Government

STATE OF LOUISIANA  
PARISH OF LAFAYETTE

Drawing Showing Location of Proposed Drainage  
Improvements of

**(W-22) Coulee LaSalle (b) (L-2A)**

Located in Sections 16 & 37, T11S, R5E, Lafayette Parish, LA.

File No. D-2005-29

October 3, 2005

# Lafayette Parish Recording Page

Louis J. Perret  
Clerk of Court  
PO Box 2009  
800 South Buchanan  
Lafayette, LA 70502  
(337) 291-6400

**First VENDOR**

LAFAYETTE PARISH SCHOOL BOARD

**First VENDEE**

YOUNGVILLE CITY OF

**Index Type :** Conveyances

**File Number :** 2010-00025638

**Type of Document :** Agreement

**Recording Pages :** 16

**Recorded Information**

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafayette Parish, Louisiana

*Louis J Perret*  
Clerk of Court

On (Recorded Date) : 06/23/2010

At (Recorded Time) : 11:02:10:000 AM



Doc ID - 030026630016



Do not Detach this Recording Page from Original Document

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN**  
**LAFAYETTE PARISH SCHOOL BOARD**  
**AND**  
**THE CITY OF YOUNGSVILLE**

The Lafayette Parish School Board ("LPSB") represented by its Superintendent, and acting through its duly authorized representative pursuant to a Resolution passed by its board at its meeting on the 2 day of June, 2010 and the City of Youngsville, represented by its duly authorized representative pursuant to a Resolution passed by its Council at its meeting on the 13 day of May, 2010, do hereby enter into this Cooperative Endeavor Agreement ("Agreement") to serve the public for the purposes hereinafter declared:

WHEREAS, Article VII, Section 14(C) of the Louisiana Constitution provides that "For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual".

WHEREAS, the LPSB and the City of Youngsville are each political subdivisions of the State of Louisiana, with authority pursuant to La. R.S. 33:1324 to make agreements between or among themselves for public projects as set forth in La. R.S. 33:1324.

WHEREAS, the City of Youngsville, pursuant to La. R.S. 33:3301, is authorized to construct and/or make improvements of streets, roads, sidewalks and alleys, along with necessary ditching, curbing, guttering, aprons, drains, and headers within their corporate limits.

WHEREAS, Section 16 lands are held in trust by the State of Louisiana and managed by School Boards in the manner of a statutory trustee for the benefit of public education and School Boards shall have the right to administer and use such property for public school purposes.

WHEREAS, Section 16 lands, located in the southern sector of the City of Youngsville in Lafayette Parish, Louisiana, are managed and administered by the LPSB.

WHEREAS, the LPSB is authorized, by La. R.S. 17:87.1, to grant rights-of-ways across and through Section 16 lands or parts thereof for all legitimate and necessary purposes.

WHEREAS, the City of Youngsville desires to extend Chemin Metairie Parkway from its intersection with Louisiana Highway 89 in an easterly/ southeasterly direction crossing Larriviere Road to Viaulet Road where it is planned to connect to Aillet Road which extends to its intersection with U.S. Highway 90 in St. Martin Parish. This extension is referred to hereinafter as "Chemin Metairie Parkway, Phase II."

WHEREAS, a portion of Chemin Metairie Parkway, Phase II, as shown on a right-of-way plat of survey prepared by land surveyor, Douglas Domingue, dated January 5, 2010, said plat attached hereto as Exhibit 1 and made part hereof, will cross through the LPSB's Section 16 land located in the southern sector of the City of Youngsville.

WHEREAS, the City of Youngsville wishes to acquire a right-of-way and servitudes for drainage and utilities through the LPSB's Section 16 land for purposes of constructing and maintaining the portion of Chemin Metairie Parkway, Phase II, that is located within the LPSB's Section 16 lands located in the southern sector of the City of Youngsville.

NOW, THEREFORE, for and in consideration of the mutual benefits, uses and advantages accruing to the LPSB and the City of Youngsville, and for and upon such other terms, conditions and considerations hereafter expressed, the receipt, adequacy and sufficiency of which are hereby acknowledged, the LPSB and the City of Youngsville do hereby agree to the terms and conditions contained herein:

The LPSB, by Resolution adopted at its official meeting on 6/2, 2010 (attached hereto as Exhibit 2), hereby agrees to grant to the City of Youngsville a right-of-way (ROW), permanent utility servitude (U-1), permanent utility servitude (U-2) and permanent drainage servitude (D), as shown by the legal descriptions of each attached hereto as Exhibits 3A, 3B, 3C and 3D and made part hereof.

In consideration of the LPSB's agreement to grant to the City of Youngsville the right-of-way and servitudes referenced in the preceding paragraph, the City of Youngsville, by Resolution adopted at its official Council meeting on 5/13/10 (attached hereto as Exhibit 4), agrees to the following:

1. The City of Youngsville agrees to undertake the planning, designing, financing, constructing and maintaining of the Chemin Metairie Parkway, Phase II including all necessary ditching, curbing, guttering, aprons, drains, and headers within the right-of-way and utility and drainage servitudes as set forth in the plat, attached hereto as Exhibit 1 and the legal descriptions attached hereto as Exhibit 2;
2. The City of Youngsville agrees that the Chemin Metairie Parkway, Phase II will be a public road open and accessible to the general public and to the LPSB;
3. The City of Youngsville agrees the LPSB will not, for any reason, be denied access and use of the Chemin Metairie Parkway, Phase II;
4. The City of Youngsville agrees that it will be deemed, for all legal liability purposes, to be the entity with custody, charge and control of all property within the right-of-way and utility and drainage servitudes granted herein;
5. The City of Youngsville agrees that it shall hold harmless and indemnify the LPSB from and against any and all claims and/or damages to both person and property (including but not limited to workers' compensation, contract and/or personal injury claims) which may arise as a result of and/or related to the design, construction or maintenance, of Chemin Metairie Parkway, Phase II, the right-of-way and/or the utility and drainage servitudes granted herein and/or as a result or due to negligent acts or omissions of the City of Youngsville, its officers, employees, agents, including volunteers, contractors, subcontractors, its successors or assigns, and/or any other person or entity for which it is legally responsible.
6. The City of Youngsville agrees that it will be responsible for all maintenance of the Chemin Metairie Parkway, Phase II, the right-of-way and the drainage and utility servitudes granted herein.
7. The City of Youngsville agrees that, if and when the LPSB decides to build and/or construct a school or schools on the Section 16 land described herein, it will provide at its own costs all necessary water services including but not limited to water mains to the school site or sites.
8. The City of Youngsville also agrees that, if and when the LPSB decides to build and/or construct a school or schools on the Section 16 land described herein, it will provide at its own costs all necessary sewer/ waste services to the boundary of Section 16 land described herein and as shown on the attached plat.
9. The City of Youngsville agrees that it will be solely responsible for all financing and/or obtaining financing/ funds for purposes of planning, designing, constructing and/or maintaining the Chemin Metairie Parkway, Phase II, the area within the right-of-way and the drainage and utility servitudes granted herein.

10. The City of Youngsville will contract the build and construction work of the Chemin Metairie Parkway, Phase II, the area within the right-of-way and the drainage and utility servitudes granted herein and will coordinate all work until complete and will also be responsible for paying the contractor or contractors for their services.

Furthermore, in the exercise of their respective rights and obligations under this Agreement, LPSB and the City of Youngsville each act in an independent capacity, and are not to be considered the officer, agent, or employee of each other.

In the exercise of their rights and obligations under this Agreement, no party shall provide, without the consent of another party, any contractor, subcontractor or any other person/ entity with a release that waives or purports to waive any rights any other party may have to seek relief or redress against the contractor, subcontractor or any other person/ entity either pursuant to any cause of action that the other party may have or for violation of any law.

#### **AUDITOR'S CLAUSE**

A. It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all records and accounts of any of the parties which relate to this Agreement and/or the Project.

B. All parties to this Agreement shall maintain all books and records pertaining to this Agreement for a minimum of five (5) years after the date of final payment or (5) years after completion of the Project, whichever is later.

[The remainder of this page intentionally left blank]

THUS DONE AND SIGNED, on this 2 day of June, 2010, by the LAFAYETTE PARISH SCHOOL BOARD in the presence of the undersigned competent witnesses, who have hereunto executed, affixed and signed their names with the LAFAYETTE PARISH SCHOOL BOARD and me, said Notary Public, all in the presence of each other after due reading of the whole.

WITNESSES

Melva Perry  
Name: Melva G Perry

Dorothy Nezey  
Name: Dorothy Nezey

LAFAYETTE PARISH SCHOOL BOARD

By: Carl Lacombe  
Carl Lacombe, President

James E. Simon

Notary Public

Name: James E. Simon

Notary/Bar Roll # 12279

Expires at death

THUS DONE AND SIGNED, on this 17<sup>th</sup> day of MAY, 2010, by the CITY OF YOUNGSVILLE in the presence of the undersigned competent witnesses, who have hereunto executed, affixed and signed their names with the CITY OF YOUNGSVILLE and me, said Notary Public, all in the presence of each other after due reading of the whole.

WITNESSES

Rebecca Gondron

Name: REBECCA Gondron

CITY OF YOUNGSVILLE

By: Paul Huval

Mayor Pro Tempore, Paul Huval

Rick D. Garner

Name: RICK D. GARNER

George R. Knorr

Notary Public

Name: George R. Knorr

Notary/Bar Roll # 20594

Expires at death

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\_\_\_\_\_

Parcel 8-1  
Lafayette Parish School Board  
Legal Description – Required Right-of-Way (ROW)

That certain parcel of land owned by Lafayette Parish School Board, containing 16.052 acres, situated in Section 16, Township 11 South, Range 5 East, of the Southwestern Land District, City of Youngsville, Lafayette Parish, Louisiana, said parcel being further described as follows:

Commencing at the intersection of the southern right-of-way of Almonaster Road and the eastern right-of-way of South Larriviere Road, said point hereinafter being known as the Point of Commencement and referred to as the P.O.C.(1); Thence along said right-of-way of South Larriviere Road a bearing of South 00 degrees 21 minutes 26 seconds West a distance of 843.24 feet to a point being the northwesterly corner of the required right-of-way parcel, said point hereinafter being known as the Point of Beginning and referred to as the P.O.B.(ROW);

Thence a bearing of North 90 degrees 00 minutes 00 seconds East a distance of 10.00 feet to a point;

Thence a bearing of South 06 degrees 43 minutes 54 seconds East a distance of 110.00 feet to a point;

Thence a bearing of South 45 degrees 30 minutes 09 seconds East a distance of 73.16 feet to a point;

Thence a bearing of South 89 degrees 31 minutes 34 seconds East a distance of 2,158.91 feet to a point;

Thence along a curved line to the right, having a radius of 1,425.00 feet, an arc length of 1,677.57 feet, a delta angle of 67 degrees 27 minutes 04 seconds, a chord bearing of South 55 degrees 48 minutes 02 seconds East a chord distance of 1,582.36 feet to a point;

Thence a bearing of South 22 degrees 04 minutes 30 seconds East a distance of 798.02 feet to a point being the southeasterly corner of the required right-of-way parcel;

Thence a bearing of North 89 degrees 51 minutes 34 seconds West a distance of 162.03 feet to a point being the southwesterly corner of the required right-of-way parcel;

Thence a bearing of North 22 degrees 04 minutes 30 seconds West a distance of 736.76 feet to a point;

Thence along a curved line to the left, having a radius of 1,275.00 feet, an arc length of 1,500.98 feet, a delta angle of 67 degrees 27 minutes 03 seconds, a chord bearing of North 55 degrees 48 minutes 01 seconds West a chord distance of 1,415.79 feet to a point;

Thence a bearing of North 89 degrees 31 minutes 34 seconds West a distance of 2,136.40 feet to a point;

Thence a bearing of South 46 degrees 39 minutes 55 seconds West a distance of 105.21 feet to a point;

Thence a bearing of South 06 degrees 43 minutes 54 seconds West a distance of 110.00 feet to a point;

Thence a bearing of South 90 degrees 00 minutes 00 seconds West a distance of 10.00 feet to a point intersecting with the eastern right-of-way of South Larriviere Road;

Thence along the Eastern right-of-way of South Larriviere Road a bearing of North 00 degrees 21 minutes 26 seconds East a distance of 492.15 feet to a point being the Point of Beginning P.O.B.(ROW).

EXHIBIT 3-A

Parcel 8-1-U-1  
Lafayette Parish School Board  
Legal Description – Permanent Utility Servitude (U-1)

That certain parcel of land owned by Lafayette Parish School Board, containing 72,623.58 square feet, 1.667 acres, situated in Section 16, Township 11 South, Range 5 East, of the Southwestern Land District, City of Youngsville, Lafayette Parish, Louisiana, said parcel being further described as follows:

Commencing at the intersection of the southern right-of-way of Almonaster Road and the eastern right-of-way of South Larriviere Road, said point hereinafter being known as the Point of Commencement and referred to as the P.O.C.(1); thence a bearing of South 00 degrees 21 minutes 26 seconds West a distance of 828.24 feet to a point being the northwesterly corner of the Permanent Utility Servitude (U-1) parcel, said point hereinafter being known as the Point of Beginning and referred to as the P.O.B. (U-1);

Thence a bearing of North 90 degrees 00 minutes 00 seconds East a distance of 23.34 feet to a point;

Thence a bearing of South 06 degrees 43 minutes 54 seconds East a distance of 118.00 feet to a point;

Thence a bearing of South 45 degrees 28 minutes 26 seconds East a distance of 61.86 feet to a point;

Thence a bearing of South 89 degrees 31 minutes 34 seconds East a distance of 2,152.84 feet to a point;

Thence along a curved line to the right, having a radius of 1,440.00 feet, an arc length of 1,695.23 feet, a delta angle of 67 degrees 27 minutes 04 seconds, a chord bearing of South 55 degrees 48 minutes 02 seconds East a chord distance of 1,599.02 feet to a point;

Thence a bearing of South 22 degrees 04 minutes 30 seconds East a distance of 804.15 feet to a point being the southeasterly corner of the Permanent Utility Servitude (U-1) parcel;

Thence a bearing of North 89 degrees 51 minutes 34 seconds West a distance of 16.20 feet to a point being the southwesterly corner of the Permanent Utility Servitude (U-1) parcel;

Thence a bearing of North 22 degrees 04 minutes 30 seconds West a distance of 798.02 feet to a point;

Thence along a curved line to the left, having a radius of 1,425.00 feet, an arc length of 1,677.57 feet, a delta angle of 67 degrees 27 minutes 04 seconds, a chord bearing of North 55 degrees 48 minutes 02 seconds West a chord distance of 1,582.36 feet to a point;

Thence a bearing of North 89 degrees 31 minutes 34 seconds West a distance of 2,158.91 feet to a point;

Thence a bearing of North 45 degrees 30 minutes 09 seconds West a distance of 73.16 feet to a point;

Thence a bearing of North 06 degrees 43 minutes 54 seconds West a distance of 110.00 feet to a point;

Thence a bearing of South 90 degrees 00 minutes 00 seconds West a distance of 10.00 feet to a point intersecting with the eastern right-of-way of South Larriviere Road;

Thence along said right-of-way a bearing of North 00 degrees 21 minutes 26 seconds East a distance of 15.00 feet to a point being the Point of Beginning P.O.B. (U-1).

EXHIBIT 3-B

Parcel 8-1-U-2  
Lafayette Parish School Board  
Legal Description – Permanent Utility Servitude (U-2)

That certain parcel of land owned by Lafayette Parish School Board, containing 91,720.46 square feet, 2.106 acres, situated in Section 16, Township 11 South, Range 5 East, of the Southwestern Land District, City of Youngsville, Lafayette Parish, Louisiana, said parcel being further described as follows:

Commencing at the intersection of the southern right-of-way of Almonaster Road and the eastern right-of-way of South Larriviere Road, said point hereinafter being known as the Point of Commencement and referred to as the P.O.C.(1); thence a bearing of South 00 degrees 21 minutes 26 seconds West a distance of 1,335.39 feet to a point being the northwesterly corner of the Permanent Utility Servitude (U-2) parcel, said point hereinafter being known as the Point of Beginning and referred to as the P.O.B. (U-2);

Thence a bearing of North 90 degrees 00 minutes 00 seconds East a distance of 10.00 feet to a point;

Thence a bearing of North 06 degrees 43 minutes 54 seconds East a distance of 110.00 feet to a point;

Thence a bearing of North 46 degrees 39 minutes 55 seconds East a distance of 105.21 feet to a point;

Thence a bearing of South 89 degrees 31 minutes 34 seconds East a distance of 2,136.40 feet to a point;

Thence along a curved line to the right, having a radius of 1,275.00 feet, an arc length of 1,500.98 feet, a delta angle of 67 degrees 27 minutes 03 seconds, a chord bearing of South 55 degrees 48 minutes 01 seconds East a chord distance of 1,415.79 feet to a point;

Thence a bearing of South 22 degrees 04 minutes 30 seconds East a distance of 736.76 feet to a point being the southeasterly corner of the Permanent Utility Servitude (U-2) parcel;

Thence a bearing of North 89 degrees 51 minutes 34 seconds West a distance of 21.60 feet to a point being the southwesterly corner of the Permanent Utility Servitude (U-2) parcel;

Thence a bearing of North 22 degrees 04 minutes 30 seconds West a distance of 728.59 feet to a point;

Thence along a curved line to the left, having a radius of 1,255.00 feet, an arc length of 1,477.44 feet, a delta angle of 67 degrees 27 minutes 04 seconds, a chord bearing of North 55 degrees 48 minutes 02 seconds West a chord distance of 1,393.59 feet to a point;

Thence a bearing of North 89 degrees 31 minutes 34 seconds West a distance of 2,128.35 feet to a point;

Thence a bearing of South 46 degrees 39 minutes 55 seconds West a distance of 89.90 feet to a point;

Thence a bearing of South 06 degrees 43 minutes 54 seconds West a distance of 120.51 feet to a point;

Thence a bearing of South 90 degrees 00 minutes 00 seconds West a distance of 27.90 feet to a point intersecting with the eastern right-of-way of South Larriviere Road;

Thence along said right-of-way a bearing of North 00 degrees 21 minutes 26 seconds East a distance of 20.00 feet to a point being the Point of Beginning P.O.B. (U-2).

EXHIBIT 3-C

Parcel 8-1-D-1  
Lafayette Parish School Board  
Legal Description – Permanent Drainage Servitude (D-1)

That certain parcel of land owned by Lafayette Parish School Board, containing 17,192.59 square feet, 0.395 acres, situated in Section 16, Township 11 South, Range 5 East, of the Southwestern Land District, City of Youngsville, Lafayette Parish, Louisiana, said parcel being further described as follows:

Commencing at the intersection of the southern right-of-way of Almonaster Road and the western right-of-way of Gireer Road, said point hereinafter being known as the Point of Commencement and referred to as the P.O.C.(2); thence a bearing of South 00 degrees 54 minutes 22 seconds West a distance of 1,389.81 feet to a point, thence a bearing of South 89 degrees 43 minutes 01 seconds East a distance of 14.25 feet to a point, thence a bearing of South 00 degrees 55 minutes 04 seconds West a distance of 1,250.80 feet, thence a bearing of North 89 degrees 51 minutes 34 seconds West a distance of 868.80 feet to a point being the southeasterly corner of the Permanent Drainage Servitude (D-1) parcel, said point hereinafter being known as the Point of Beginning and referred to as the P.O.B. (D-1);

Thence continuing along a bearing of North 89 degrees 51 minutes 34 seconds West a distance of 676.09 feet to a point being the southwesterly corner of the Permanent Drainage Servitude (D-1) parcel;

Thence a bearing of North 53 degrees 29 minutes 20 seconds West a distance of 42.16 feet to a point being the northwesterly corner of the Permanent Drainage Servitude (D-1) parcel;

Thence a bearing of North 89 degrees 51 minutes 34 seconds East a distance of 699.83 feet to a point being the northeasterly corner of the Permanent Drainage Servitude (D-1) parcel;

Thence a bearing of South 22 degrees 04 minutes 30 seconds East a distance of 27.00 feet to a point being the Point of Beginning P.O.B. (D-1).

EXHIBIT 3-D



**RESOLUTION NO. 201 06**

**A RESOLUTION OF THE CITY OF YOUNGSVILLE AUTHORIZING THE MAYOR PRO TEMPORE TO EXECUTE A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE CITY OF YOUNGVILLE, LOUISIANA AND THE LAFAYETTE PARISH SCHOOL BOARD TO ACQUIRE A RIGHT-OF-WAY AND SERVITUDES FOR DRAINAGE AND UTILITIES THROUGH THE LAFAYETTE PARISH SCHOOL BOARD'S SECTION 16 LAND FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING THE PORTION OF CHEMIN METAIRIE PARKWAY, PHASE II WHICH IS LOCATED WITHIN THE LAFAYETTE PARISH SCHOOL BOARD'S SECTION 16 LANDS LOCATED IN THE SOUTHERN SECTOR OF THE CITY OF YOUNGSVILLE**

**WHEREAS**, Article VII, Section 14(C), of the Louisiana Constitution provides that "For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual".

**WHEREAS**, the LPSB and the City of Youngsville are each political subdivisions of the State of Louisiana, with authority pursuant to La. R.S. 33:1324 to make agreements between or among themselves for public projects as set forth in La. R.S. 33:1324.

**WHEREAS**, the City of Youngsville, pursuant to La. R.S. 33:3301, is authorized to construct and/or make improvements of streets, roads, sidewalks and alleys, along with necessary ditching, curbing, guttering, aprons, drains, and headers within their corporate limits.

**WHEREAS**, Section 16 lands are held in trust by the State of Louisiana and managed by School Boards in the manner of a statutory trustee for the benefit of public education and School Boards shall have the right to administer and use such property for public school purposes.

**WHEREAS**, Section 16 lands, located in the southern sector of the City of Youngsville in Lafayette Parish, Louisiana, are managed and administered by the LPSB.

**WHEREAS**, the LPSB is authorized, by La. P.L. 17:87.1, to grant rights-of-ways across and through Section 16 lands or parts thereof for all legitimate and necessary purposes.

**WHEREAS**, the City of Youngsville desires to extend Chemin Metairie Parkway from its intersection with Louisiana Highway 101 in an easterly/ southeasterly direction crossing Larriviere Road to Viaulet Road where it is planned to connect to Aillet Road which extends to its intersection with U.S. Highway 90 in St. Martin Parish. This extension is referred to hereinafter as "Chemin Metairie Parkway, Phase II."

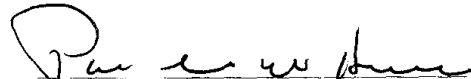
**WHEREAS**, a portion of Chemin Metairie Parkway, Phase II, as shown on a right-of-way plat of survey prepared by land surveyor, Douglas Domingue, dated January 5, 2010, said plat attached hereto as Exhibit I and made a part hereof, will cross through the LPSB's Section 16 land located in the southern sector of the City of Youngsville.

**WHEREAS**, the City of Youngsville wishes to acquire a right-of-way and servitudes for drainage and utilities through the LPSB's Section 16 land for purposes of constructing and maintaining the portion of Chemin Metairie Parkway, Phase II, that is located within the LPSB's Section 16 lands located in the southern sector of the City of Youngsville.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council for the City of Youngsville that the Honorable Paul Huval, duly elected Mayor Pro Tempore of the City Council of the City of Youngsville, be and he is hereby authorized and empowered to execute the Cooperative Endeavor Agreement between the Lafayette Parish School Board and the City of Youngsville.

THUS ADOPTED in the City of Youngsville, this 13<sup>th</sup> day of May, 2010.

  
Honorable Wilson B. Viator, Jr., Mayor

  
Paul H. ..., Mayor Pro Tempore

  
A.J. Bernard, Jr., Council Member

  
Brenda ..., Council Member

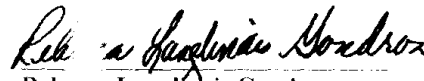
  
Tim Barbier, Council Member

  
Dianne McClelland, Council Member

**CERTIFICATE**

I, **Rebecca Langlinais Gondron**, the undersigned City Clerk of the City of Youngsville, Louisiana, do hereby certify that the above is a true and correct copy of Resolution Number 2010-06, which was adopted by the City Council of the City of Youngsville, at its regular meeting duly convened on May 13<sup>th</sup>, 2010.

THUS DONE AND SIGNED on this 14<sup>th</sup> day of May, 2010.

  
Rebecca Langlinais Gondron  
City Clerk  
City of Youngsville



**LAFAYETTE**  
PARISH SCHOOL SYSTEM

Burnell Lemoine  
Superintendent  
P.O. Drawer 2158  
Lafayette, LA 70502  
337.5217000

**CERTIFICATE**

I, the undersigned Secretary-Treasurer of the Lafayette Parish School Board, do hereby certify that Resolution 06-10-1695 Cooperative Endeavor Agreement between Lafayette Parish School Board and The City of Youngsville was approved at the Regular Board Meeting of June 2, 2010 duly authorizing Carl LaCombe, Board President to represent the Lafayette Parish School Board at which time a quorum was present and that same is in full force and effect.

Dated at Lafayette, Louisiana,  
this 2<sup>nd</sup> day of June, 2010.

A handwritten signature in black ink, appearing to read "Burnell Lemoine".

Burnell Lemoine, Secretary-Treasurer  
LAFAYETTE PARISH SCHOOL BOARD

mgp

STRENGTH. TRADITION. EXCELLENCE.

# Lafayette Parish Recording Page

**Louis J. Perret**  
**Clerk of Court**  
800 South Buchanan  
P.O. Box 2009  
Lafayette, LA 70502-2009  
(337) 291-6400

**First VENDOR**

LAFAYETTE PARISH SCHOOL BOARD

**First VENDEE**

YOUNGSVILLE CITY OF

**Index Type :** Conveyances


**File Number :** 2013-00044849

**Type of Document :** Servitude

**Recording Pages :** 7

### Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafayette Parish, Louisiana

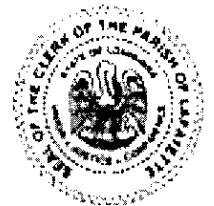
  
Clerk of Court

On (Recorded Date) : 10/21/2013

At (Recorded Time) : 11:40:43AM



Doc ID - 037052790007



**STATE OF LOUISIANA**  
**PARISH OF LAFAYETTE**

**PERMANENT UTILITY SERVITUDE AGREEMENT**

**BE IT KNOWN**, that on the date set forth hereinafter, before the undersigned Notary Public in and for Lafayette Parish, Louisiana, and in the presence of the undersigned competent witnesses personally came and appeared:

**THE LAFAYETTE PARISH SCHOOL BOARD**, represented herein by its Superintendent, Pat Cooper, and its President, Shelton Cobb, both of whom are duly authorized pursuant to a Resolution passed by the School Board on the first day of May, 2013, a copy of which is attached hereto, (hereinafter referred to as "School Board" or "Grantor"),

and

**THE CITY OF YOUNGSVILLE**, a political subdivision under the laws of the State of Louisiana, represented herein by Wilson B. Viator, Jr., Mayor of the City of Youngsville, whose mailing address is 305 Iberia Street, Youngsville, Louisiana 70592, pursuant to Resolutions of the City of Youngsville which are incorporated by reference herein (hereinafter referred to as "Grantee"),

who declared that:

**WHEREAS**, Article VII, Section 14 (C) of the Louisiana Constitution provides that the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other or with any public or private association, corporation or individual;

**WHEREAS**, the School Board and the City of Youngsville are each political subdivisions of the State of Louisiana, with authority pursuant to La. R.S. 33:1324 to make agreements between or among themselves for public projects as set forth in La. R.S. 33:1324;

**WHEREAS**, the City of Youngsville, pursuant to La. R.S. 33:3301, et seq, is authorized to construct and maintain certain improvements, including but not limited to streets, roads, sidewalks, and necessary utility improvements within their corporate limits;

**WHEREAS**, Section 16 lands are held in trust by the State of Louisiana and managed by the school boards in the manner of a statutory trustee for the benefit of public education and school boards shall have the right to administer and use such property for public school purposes;

**WHEREAS**, Section 16 lands located in the City of Youngsville in Lafayette Parish, Louisiana are managed and administered by the School Board;

**WHEREAS**, the School Board is authorized by La. R.S. 17:87.1, to grant servitudes and/or rights of ways across and through Section 16 lands or parts thereof for all legitimate and necessary purposes;

**WHEREAS**, the City of Youngsville has been and is engaged in an extension of Chemin Metairie Parkway, a portion of which crosses through the School Board's Section 16 land, said project being referred to as the "Chemin Metairie Parkway, Phase II" project. And, in connection therewith, the School Board has previously granted to the City of Youngsville certain rights of ways and servitudes all as more fully set forth in that certain Agreement recorded under File Number 2010-25638 of the records of Lafayette Parish, Louisiana; and

**WHEREAS**, in connection with the above described "Chemin Metairie Parkway, Phase II" project, the City of Youngsville wishes to acquire a further utility servitude through the

School Board's Section 16 land, said utility servitude to be over a total of 1.179 acres on the east side of South Larriviere Road.

**NOW, THEREFORE**, for and in consideration of the mutual benefits, uses and advantages accruing to School Board and Grantee by reason of the Chemin Metairie Phase II Project (the "Project"), and for other good and valuable consideration the School Board does hereby grant, transfer, convey, assign, set over and deliver unto and in favor of Grantee, its successors and assigns, the following Permanent Utility Servitude. A permanent servitude of right of use, easement and right-of-way (the "Permanent Utility Servitude") for the purposes of constructing and/ or installing certain utility improvements related to the Chemin Metairie Phase II Project (the Project) over, on, within, under, through and/or across the following described tract of land, together with all rights of ingress and egress thereto:

**SEE EXHIBIT A.** (Hereinafter the "Property" or "Servitude Area ")

Grantee does hereby accept the above described Permanent Utility Servitude on the terms and conditions herein provided, School Board and Grantee acknowledge that relative to and in connection with the servitude herein granted, Grantee shall have full, complete and unrestricted use and enjoyment of such servitude and any and all rights afforded to Grantee by the laws of the State of Louisiana, subject to the terms, conditions and restrictions contained in this Servitude Agreement.

School Board agrees and gives Grantee permission, at any time and from time to time, for the removal, cutting, and/or trimming of all improvements, trees, shrubs, and/or underbrush located over, on, within, under, through and/or across the Permanent Utility Servitude that would, in Grantee's sole and uncontrolled discretion, hinder, disrupt, and/or interfere with Grantee's unrestricted use and enjoyment of the Permanent Utility Servitude.

The existence of the Permanent Utility Servitude shall not deprive School Board of the use of the surface of the property encompassed by/within the Permanent Utility Servitude provided that such use shall not interfere with Grantee's use and enjoyment of the Permanent Utility Servitude. Notwithstanding anything to the contrary contained in this Servitude Agreement, School Board shall not erect and/or construct buildings, and/or permanent improvements, and/or other structures over, on, under, and/or across the property encompassed by/within the Permanent Utility Servitude. However, the Grantor shall be allowed to construct or cause to be constructed over and across said Permanent Utility Servitude such roads, streets, access and/or entrance facilities and improvements in such locations as it may deem necessary to afford ingress and egress to and from the School Board property in its sole and absolute discretion.

The Grantee herein shall be obligated to perform ordinary maintenance of the Permanent Utility Servitude and the property within the Servitude Area at the Grantee's sole cost and expense.

The City of Youngsville agrees that it will be deemed, for all legal liability purposes, to be the entity with custody, charge and control of all property within the Servitude Area. The City of Youngsville agrees that it shall hold harmless and indemnify the School Board from and against any and all claims and/or damages to both person and property (including without limitation workers compensation, contract and/or personal injury claims) which may arise as a result of and/or related to the design, construction or maintenance of the Permanent Utility Servitude granted herein and/or as a result or due to negligent acts or omissions of the City of Youngsville, its officers, employees, agents, including volunteers, contractors, subcontractors, its successors and/or assigns, and/or any other person or entity for which it is legally responsible.

The City of Youngsville agrees that it will be solely responsible for all financing and/or obtaining financing/funds for the purpose of planning, designing, constructing and/or maintaining the Permanent Utility Servitude and the property within the Servitude Area. The

City of Youngsville will contract the necessary construction work and will coordinate all work until complete and will also be responsible for paying all contractors for their services in connection with the work contemplated herein.

In the exercise of their respective rights and obligations under this Agreement the School Board and the City of Youngsville each act in an independent capacity, and are not to be considered the officer, agent or employee of the other. Further, neither party shall provide, without the consent of the other party, any contractor, subcontractor or any other person/entity with a release that waves or purports to waive any rights any other party may have to seek relief or redress against the contractor, subcontractor or any other person/entity either pursuant to any cause of action that the other party may have or for violation of any law.

School Board acknowledges that the consideration provided herein constitutes full and final settlement for the servitude herein granted and for any and all diminution in the value of School Boards' remaining property as a result of the grant of such servitudes for the purposes stated herein.

**AUDITOR'S CLAUSE**


A. It is hereby agree that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of administration auditors shall have the option of auditing all records and accounts of any of the parties which relate to this agreement and/or the Project.

B. all parties to this Agreement shall maintain all books and records pertaining to this Agreement for a minimum of five (5) years after the date of final payment or five (5) years after the completion of the Project, whichever is later.

THUS DONE AND SIGNED by the LAFAYETTE PARISH SCHOOL BOARD in the presence of the undersigned Notary Public and Witnesses at Lafayette, Louisiana on the \_\_\_\_\_ day of \_\_\_\_\_, in the year of Our Lord, 2013.


WITNESSES:

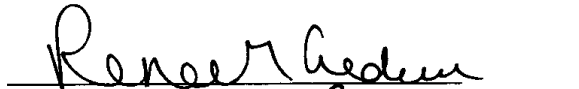
  
Print Name: Melva G Perry

  
Print Name: Dorothy Nezey

LAFAYETTE PARISH SCHOOL BOARD:

  
By: Shelton Cobb, President

  
By: Pat Cooper, Superintendent

  
Notary Public Renee M. Credew  
#30587

THUS DONE AND SIGNED by the **CITY OF YOUNGSVILLE** in the presence of the undersigned Notary Public and Witnesses at Lafayette, Louisiana on the 21<sup>st</sup> day of October, in the year of Our Lord, 2013.

WITNESSES:

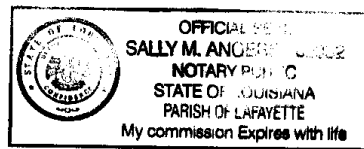
**THE CITY OF YOUNGSVILLE**  
**GRANTEE:**

Midge Lopez  
Print Name: Midge Lopez

Wilson B. Viator, Jr.  
By: **Wilson B. Viator, Jr.**

Rebecca Gondron  
Print Name: REBECCA Gondron

Sally M. Anger  
Notary Public



**EXHIBIT A**

Parcel 1-U-1  
Lafayette Parish School Board  
Legal Description – Proposed Permanent Utility Servitude

That certain parcel of land owned by the Lafayette Parish School Board, containing 12,423.28 square feet, 0.285 acres, situated in Section 16, Township 11 South, Range 5 East, of the Southwestern Land District, City of Youngsville, Lafayette Parish, Louisiana, said parcel being further described as follows:

Commencing at a point on the eastern right of way of South Larriviere Road, point being the intersection of the northwest corner of property owned by Anita Gravois Leggett and Delbert Louis Leggett, Sr. and the southwest corner property owned by Helen Comeaux Gravois, et al, said point hereinafter being known as the Point of Commencement and referred to as the P.O.C.; Thence along the eastern right of way of South Larriviere Road a bearing of South 00 degrees 11 minutes 02 seconds West a distance of 969.39 feet to a point being the northwesterly corner of the proposed permanent utility servitude, said point hereinafter being known as the Point of Beginning and referred to as the P.O.B.(1);

Thence a bearing of South 89 degrees 37 minutes 36 seconds East a distance of 15.00 feet to a point being the northeasterly corner of the proposed permanent utility servitude;

Thence a bearing of South 00 degrees 22 minutes 55 seconds West a distance of 2,594.00 feet to a point intersecting with the northern right of way of Almonaster Road, and being the southeasterly corner of the proposed permanent utility servitude;

Thence along said right of way a bearing of North 89 degrees 51 minutes 02 seconds West a distance of 15.00 feet to a point being the intersection of the northern right of way of Almonaster Road and the eastern right of way of South Larriviere Road, and the southwest corner of the proposed permanent utility servitude;

Thence along said right of way of South Larriviere Road bearing of North 00 degrees 22 minutes 55 seconds East a distance of 2,594.06 feet to a point being the Point of Beginning, P.O.B. (1).

Parcel 1-U-2  
Lafayette Parish School Board  
Legal Description – Proposed Permanent Utility Servitude

That certain parcel of land owned by the Lafayette Parish School Board, containing 38,910.92 square feet, 0.893 acres, situated in Section 16, Township 11 South, Range 5 East, of the Southwestern Land District, City of Youngsville, Lafayette Parish, Louisiana, said parcel being further described as follows:

Commencing at a point on the eastern right of way of South Larriviere Road, point being the intersection of the northwest corner of property owned by Anita Gravois Leggett and Delbert Louis Leggett, Sr. and the southwest corner property owned by Helen Comeaux Gravois, et al, said point hereinafter being known as the Point of Commencement and referred to as the P.O.C.; Thence along the eastern right of

way of South Larriviere Road a bearing of South 00 degrees 11 minutes 02 seconds West a distance of 969.39 feet to a point, thence continuing along said right of way a bearing of South 00 degrees 22 minutes 55 seconds West for a distance of 2,594.06 feet to a point being the intersection of the northern right of way of Almonaster Road and the eastern right of way of South Larriviere Road, thence a bearing of South 02 degrees 18 minutes 20 seconds West for a distance of 50.04 feet to a point being the intersection of the southern right of way of Almonaster Road and the eastern right of way of South Larriviere Road, said point being the northwesterly corner of the proposed permanent utility servitude, said point hereinafter being known as the Point of Beginning and referred to as the P.O.B.(2);

Thence a bearing of South 89 degrees 51 minutes 02 seconds East a distance of 15.00 feet to a point being the northeasterly corner of the proposed permanent utility servitude;

Thence a bearing of South 00 degrees 21 minutes 26 seconds West a distance of 828.20 feet to a point intersecting with the northern right of way of Chemin Metairie Parkway, and being the southeasterly corner of the proposed permanent utility servitude;

Thence along said right of way a bearing of North 90 degrees 00 minutes 00 seconds West a distance of 15.00 feet to a point being the intersection of the northern right of way of Chemin Metairie Parkway and the eastern right of way of South Larriviere Road, and being the southwestly corner of the proposed permanent utility servitude;

Thence along said right of way of South Larriviere Road bearing of North 00 degrees 21 minutes 26 seconds East a distance of 828.24 feet to a point being the Point of Beginning, P.O.B. (2).

All as more fully shown on that certain Plat of Survey prepared by Travis S. Bodin, P.L.S., dated March 14, 2013, a copy of which is attached hereto and made a part hereof.

# Lafayette Parish Recording Page

Louis J. Perret  
Clerk of Court  
P.O. Box 2009  
Lafayette, LA 70502-2009  
(337) 291-6400

**First VENDOR**

LAFAYETTE PARISH SCHOOL BOARD

**First VENDEE**

YOUNGSVILLE CITY OF

Index Type : CONVEYANCES

File Number : 2016-00014308

Type of Document : SERVITUDE

Recording Pages : 4

### Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafayette Parish, Louisiana

*Louis J Perret*  
Clerk of Court

On (Recorded Date) : 04/26/2016

At (Recorded Time) : 12:57:16PM



Doc ID - 039190740004



# PLAT

SEE PLAT FILING CABINET

# 2016-14308  
(2 Plats)

STATE OF LOUISIANA

PARISH OF LAFAYETTE

**SERVITUDE AGREEMENT**

BE IT KNOWN, that on this 26<sup>th</sup> day of April, 2016, before the undersigned Notary Public in and for the Parish of Lafayette, State of Louisiana, duly commissioned and qualified as such, and in the presence of the undersigned competent witnesses, personally came and appeared:

The LAFAYETTE PARISH SCHOOL BOARD, a political subdivision of the State of Louisiana, herein represented by its Superintendent, Dr. Donald W. Aguiard, a person of the full age of majority and domiciled in Lafayette Parish, State of Louisiana, whose address is 113 Chaplin Drive, Lafayette, Louisiana 70508 ("Grantor")

and

The CITY OF YOUNGSVILLE, a political subdivision of the State of Louisiana, herein represented by its Mayor, Ken Ritter, a person of the full age of majority and domiciled in Lafayette Parish, State of Louisiana, whose address is 305 Iberia Street, Youngsville, Louisiana 70592 ("Grantee")

Who declared that, in connection with the S. Larriviere Road water and sewer expansion project (the "Project"), Grantor does by these presents hereby grant, dedicate, create and establish exclusively in favor of Grantee, and any other public or private utility companies or sewer system companies authorized by Grantee, the hereinafter described personal servitude of right of use, easement and right-of-way (the "Right-of-Way") in, to, on, over, through and across the following described property (collectively, the "Subject Property"), to-wit:

That certain tract or parcel of ground, together with all improvements thereon, and all rights, ways, privileges, servitudes, advantages and appurtenances thereon, and thereunto appertaining, located in the City of Youngsville in Section 9, Township 11 South, Range 5 East of Lafayette Parish, Louisiana, with such dimensions and boundaries as are shown on a plat of survey entitled "PLAT SHOWING UTILITY & CONSTRUCTION SERVITUDES To Be Acquired By The CITY of YOUNGSVILLE, LA. From LAFAYETTE PARISH SCHOOL BOARD" by Kevin D. Domingue, PLS dated March 15, 2016, a copy of which is attached hereto and made a part hereof.

The Right-of-Way herein granted and transferred to Grantee is comprised of the following, to-wit:

Permanent Utility and Temporary Construction Servitude: A permanent personal servitude of right of use, easement and right-of-way for the purpose of constructing, rerouting, operating, installing, repairing, maintaining, and/or otherwise improving utilities (as used herein, the term "utilities" shall mean and refer to any

**PLAT**

SEE PLAT FILING CABINET

# 2016-14308

commodity or service which is of public consequence and need, such as electricity, gas, sewerage, water, transportation, communication, telephone or telegraph service) including without limitation the Project and any and all necessary appurtenances thereto, together with all rights of ingress and egress thereto, and a temporary personal servitude of right of use, easement and right-of-way for the purpose of constructing maintaining, improving, bettering, repairing and/or installing certain improvements related to the Project and permanent servitude described herein, as depicted on the attached Plat.

It is understood and agreed that the Grantee's rights to the use of the above described temporary construction servitude(s) shall terminate upon the date of completion and final acceptance of the Project.

It is expressly understood and agreed that, in the construction and maintenance of the Project, Grantee may move to or remove from the Subject Property, earth or other material in accordance with usual construction and maintenance practices.

It is expressly understood and agreed that this grant and transfer of the above described Right-of-Way is made solely for the purposes stated herein and for such other purposes as may be authorized by applicable law, and is a conveyance of a servitude across the Subject Property and is not a conveyance of the full ownership thereto, and the Grantor by these presents especially does not transfer any right to oil, gas or other minerals lying beneath the Subject Property.

Grantee does hereby and herein accept the Right-of-Way. The Right-of-Way shall be subject to full use by Grantee and any other public or private utilities companies or sewer system companies authorized by Grantee for the purposes for which they are intended by those having the need or responsibility of providing utilities, drainage, water, sewer systems or other systems in connection with the Project to the properties or estate to be serviced or benefitted by said servitude, whether contiguous or not.

Grantor agrees and grants Grantee permission, at any time and from time to time, to remove, cut and/or trim all improvements, trees, shrubs, and/or underbrush located over, on, under, and/or across the Right-of-Way that would, in Grantee's sole and uncontrolled discretion, hinder, disrupt and/or interfere with the unrestricted use and enjoyment of the Right-of-Way by Grantee and the public.

Grantor agrees and acknowledges that, relative to and in connection with the Right-of-Way, Grantee shall have full, complete and unrestricted use and enjoyment of the Right-of-Way and any and all rights afforded to Grantee by the laws of the State of Louisiana.

The rights granted and conferred hereunder may be assigned by Grantee. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

**[SIGNATURES ON FOLLOWING PAGE]**

THUS DONE AND SIGNED in Lafayette Parish, Louisiana, on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, in the presence of the undersigned competent witnesses, who have hereunto subscribed their names with Grantor and me, Notary, after due reading of the whole.

WITNESSES:

Billy Gindy  
Billy Gindy  
(Name Of Witness - Please Print)

Lisa Breanf  
Lisa B. Breanf  
(Name Of Witness - Please Print)

GRANTOR:

LAFAYETTE PARISH SCHOOL BOARD

Donald Aguilard  
DR. DONALD W. AGUILLARD  
SUPERINTENDENT

Renee M Credeur  
NOTARY PUBLIC

Renee M Credeur 30587  
(Name of Notary Public - Please Print) (I.D. No. or Bar Roll No.)

THUS DONE AND SIGNED in Lafayette Parish, Louisiana, on this 26<sup>th</sup> day of April, 2016, in the presence of the undersigned competent witnesses, who have hereunto subscribed their names with Grantee and me, Notary, after due reading of the whole.

WITNESSES:

Simone B Champagne  
Simone B Champagne  
(Name Of Witness - Please Print)

Amandalouise  
Amanda Cavriere  
(Name Of Witness - Please Print)

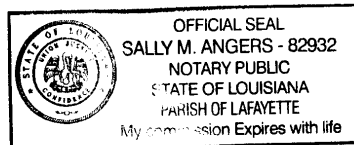
GRANTEE:

CITY OF YOUNGSVILLE

By: Ken Ritter  
KEN RITTER  
MAYOR

Sally M. Angers  
NOTARY PUBLIC

Sally M. Angers \_\_\_\_\_  
(Name of Notary Public - Please Print) (I.D. No. or Bar Roll No.)







# Lafayette Parish Recording Page

Louis J. Perret  
Clerk of Court  
P.O. Box 2009  
Lafayette, LA 70502-2009  
(337) 291-6400

**First VENDOR**

LAFAYETTE PARISH SCHOOL BOARD

**First VENDEE**

CENTERPOINT ENERGY RESOURCES CORP

Index Type : CONVEYANCES

File Number : 2017-00009305

Type of Document : RIGHT OF WAY

Recording Pages : 5

### Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafayette Parish, Louisiana

*Louis J Perret*  
Clerk of Court



On (Recorded Date) : 03/07/2017

At (Recorded Time) : 10:44:54AM



Doc ID - 039790230005

# PLAT

SEE PLAT FILING CABINET

# 2017-9305  
(2 plats)

Do not Detach this Recording Page from Original Document

**RIGHT OF WAY AND SERVITUDE  
FOR NATURAL GAS DISTRIBUTION LINE**

THE STATE OF LOUISIANA

PARISH OF LAFAYETTE

KNOW ALL MEN BY THESE PRESENTS:

THAT FOR AND IN CONSIDERATION OF making natural gas available and other good and valuable consideration paid to the undersigned

**LAFAYETTE PARISH SCHOOL BOARD**, (a division of the Lafayette Parish School System), a school district operating and existing under the laws of the State of Louisiana, located in Lafayette Parish, Louisiana, and having its permanent mailing address at 113 Chaplin Drive, Lafayette, Louisiana 70508, sometimes herein called "GRANTOR", appearing herein through DAWN MORRIS, President of this board, duly authorized by a resolution of the Lafayette Parish School Board dated JANUARY 18, 2017 a certified copy hereof is annexed hereto and made part hereof, (sometimes hereinafter called "GRANTOR");

the receipt and sufficiency of which is hereby acknowledged and full acquittance given for same, does hereby grant, sell and convey unto:

**CENTERPOINT ENERGY RESOURCES CORP., D/B/A CENTERPOINT ENERGY LOUISIANA GAS**, a Delaware corporation having its Louisiana address at 1063 Forum Drive, Broussard, Louisiana 70518, appearing herein through WILLIAM A. KUCHAR, III, its Division Vice President – Regional Operations, duly authorized in the premises (sometimes hereinafter called "GRANTEE" or "CENTERPOINT");

A Right of Way and Servitude 5' in width, more fully described as follows:

Located within Grantor's property in Section 16, Township 11 South, Range 5 East, Lafayette Parish, Louisiana, beginning at the North right of way line of Chemin Metairie Parkway and running at a width of 5 feet along and within Grantor's property in a Northerly direction for a distance of 1,100 feet, more or less, then crossing Almonaster Road, a public road, and extending in a Northerly direction for an additional distance of 1,100 feet, more or less, then in an Easterly direction for a distance of 1,250 feet, more or less, until its point of termination, and being bounded on the North by property of Grantor, on the South by Chemin Metairie Parkway, on the East by property of Grantor and on the West by a City of Youngsville Utility Servitude; and being more fully shown and described with diagonal lines as "acquire 5 foot wide right-of-way" on the plat made by Segura dated 1/12/2016, marked "Exhibit A" and described as "Proposed 5' CenterPoint Energy Gas Servitude" on the plat marked "Exhibit B", attached hereto and made part hereof.

PLAT

SEE PLAT FILING CABINET

# 2017-9305

(2 Plats)

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, until said right of way and servitude is released by recordable instrument executed by Grantee, its successors or assigns, with ingress to and egress from the premises, for the purpose of constructing, laying, installing, maintaining, operating, inspecting, repairing, altering, replacing, changing the size of and relocating the gas pipelines and appurtenances of Grantee described above and removal of such at will, in whole or in part.

The rights and obligations granted and assumed hereunder shall inure to the benefit of and be binding upon the respective heirs, representatives, successors and assigns of the parties hereto.

It is hereby understood that the party securing this grant in behalf of Grantee is without authority to make any covenant or agreement not herein expressed.

EXECUTED this 30<sup>th</sup> day of January, 2017, in the presence of the undersigned witnesses.

WITNESSES:

Melva G Perry  
Printed Name of Witness:

Dorothy Alezey  
Printed Name of Witness:  
MATTHEW DUGAS

LAFAYETTE PARISH SCHOOL BOARD

By: Dawn Morris  
DAWN MORRIS, President

STATE OF LOUISIANA

PARISH OF Lafayette

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for the Parish and State aforesaid, there personally came and appeared Matthew Dugas, being duly sworn, declared and said that he was one of the subscribing witnesses to the foregoing instrument and that the same was signed by Dawn Morris, in his presence and in the presence of the other subscribing witnesses.

Matthew Dugas

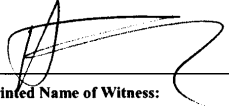
SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 30<sup>th</sup> DAY OF January, 2017.

Renee M. Credeur  
NOTARY PUBLIC Renee M. Credeur  
#30587

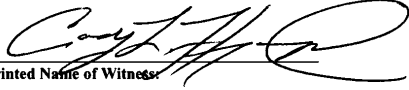
EXECUTED this 27 day of February, 2017, in the presence of the undersigned witnesses.

WITNESSES:

CENTERPOINT ENERGY RESOURCES  
CORP., D/B/A CENTERPOINT ENERGY  
LOUISIANA GAS

  
Printed Name of Witness:

By: William A. Kuchar III  
WILLIAM A. KUCHAR, III  
Division Vice President – Regional Operations

  
Printed Name of Witness:

STATE OF LOUISIANA

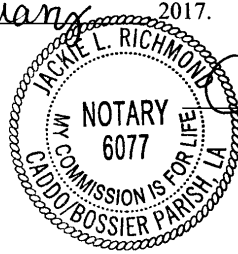
PARISH OF Caddo

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for the Parish and State aforesaid, there personally came and appeared Amanda Teague, being duly sworn, declared and said that she was one of the subscribing witnesses to the foregoing instrument and that the same was signed by William A. Kuchar, III in her presence and in the presence of the other subscribing witnesses.



SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 27 DAY OF

February, 2017.



Jackie L. Richmond  
NOTARY PUBLIC



### Agenda Item Details

---

Meeting	Jan 18, 2017 - Lafayette Parish School Board - Special Board Meeting
Category	2. AGENDA
Subject	2.5 FACILITIES - Approval of Servitude Agreement to Centerpoint Energy for Gas Service to Southside High - Aguiillard/Guidry/Bordelon/Dugas
Access	Public
Type	Action
Recommended Action	That the Board approve the servitude agreement to Centerpoint Energy for the gas service line to the Southside High School Facility.

### Public Content

---

Centerpoint Energy provides natural gas service in the area of the new Southside High. Since there is no existing natural gas service line along the roadways at Southside High, Centerpoint Energy will install service from Chemin Metairie Parkway to the school's meter. The attached items indicate the location of the 5' utility servitude and the proposed right-of-way agreement.

Centerpoint Energy Easement Exhibit RS 1-13-17.pdf (622 KB)      6249 (Lafayette Parish School Board).pdf (77 KB)

Youngsville - LPSB Right of Way and Servitude - 1-12-2017.pdf (139 KB)

### Administrative Content

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### Motion & Voting

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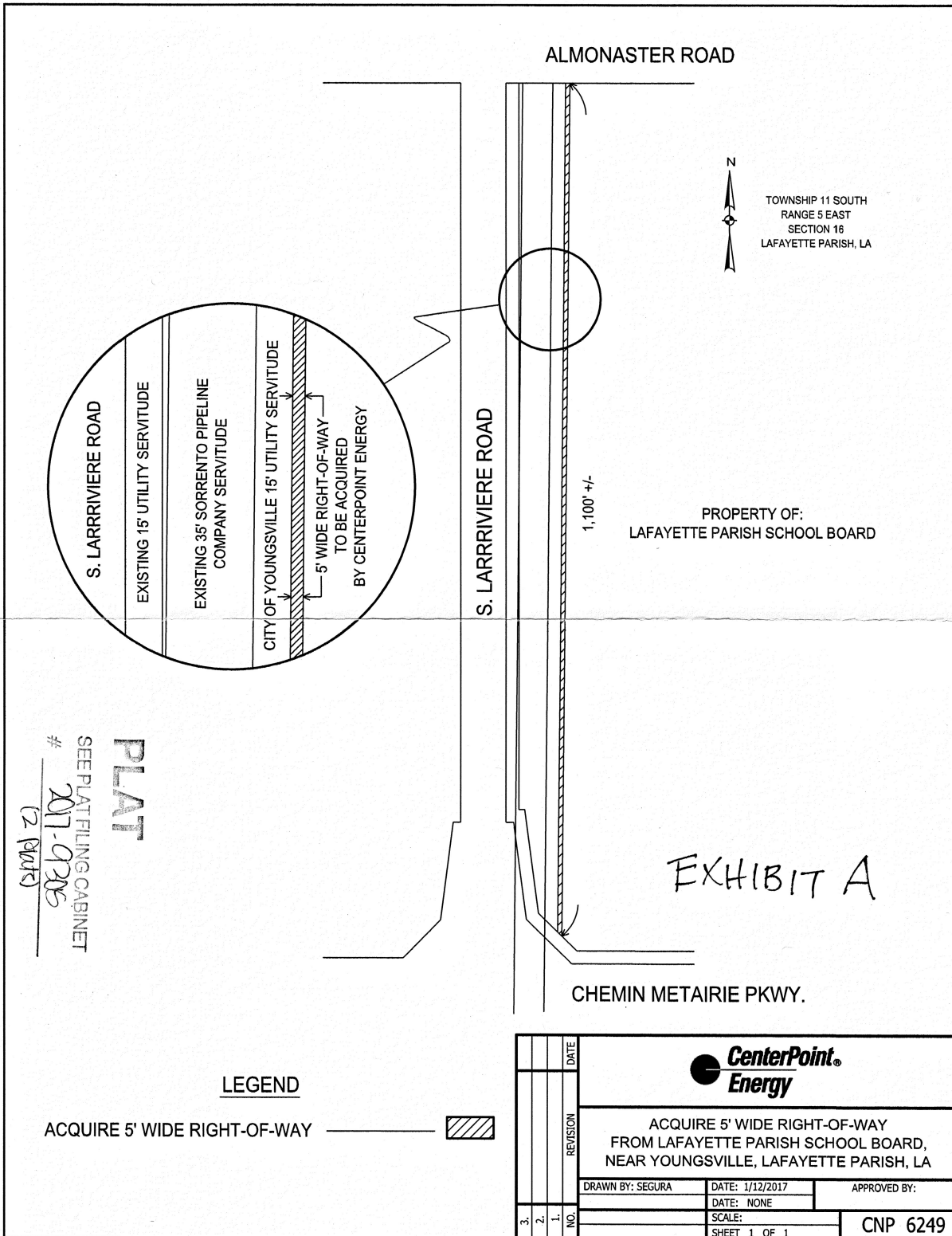
That the Board approve the servitude agreement to Centerpoint Energy for the gas service line to the Southside High School Facility.

Motion by Britt Latiolais, second by Elroy Broussard.

Final Resolution: Motion Carries

Yes: Tommy Angelle, Elroy Broussard, Justin Centanni, Tehmi Chassion, Britt Latiolais, Dawn Morris, Mary Morrison

Absent: Jeremy Hidalgo, Erick Knezek





# Lafayette Parish Recording Page

Louis J. Perret  
Clerk of Court  
P.O. Box 2009  
Lafayette, LA 70502-2009  
(337) 291-6400

**First VENDOR**

LAFAYETTE PARISH SCHOOL BOARD

**First VENDEE**

YOUNGSVILLE CITY OF

**Index Type :** CONVEYANCES

**File Number :** 2017-00026960

**Type of Document :** AGREEMENT

**Recording Pages :** 12

### Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafayette Parish, Louisiana

*Louis J Perret*  
Clerk of Court

On (Recorded Date) : 07/07/2017

At (Recorded Time) : 12:57:41PM



Doc ID - 040436910012



**PLAT**

SEE PLAT FILING CABINET

# 2017-26960

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN**  
**LAFAYETTE PARISH SCHOOL BOARD**  
**AND**  
**THE CITY OF YOUNGSVILLE**

The **LAFAYETTE PARISH SCHOOL BOARD** (“LPSB”) represented by its President, Dawn Morris, and its Superintendent, Donald W. Aguillard, duly authorized representatives pursuant to a Resolution passed by its Board at its meeting on the 5<sup>TH</sup> day of APRIL, 2017, (**EXHIBIT 1**), and the **CITY OF YOUNGSVILLE**, represented by its Mayor, Ken Ritter, duly authorized representative pursuant to a Resolution passed by its Council at its meeting on the 9<sup>th</sup> day of March, 2017, (**EXHIBIT 2**), do hereby enter into this **COOPERATIVE ENDEAVOR AGREEMENT** (“**AGREEMENT**”) to serve the public for the purposes hereinafter declared:

**WHEREAS**, *Article VII, Section 14(C) of the Louisiana Constitution* provides that “For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual”.

**WHEREAS**, the **LPSB** and the **CITY OF YOUNGSVILLE** are each political subdivisions of the State of Louisiana, with authority pursuant to *La. R.S. 33:1324* to make agreements between or among themselves for public projects as set forth in *La. R.S. 33:1324*.

**WHEREAS**, the **CITY OF YOUNGSVILLE**, pursuant to *La. R.S. 33:3301*, is authorized to construct and/or make improvements of streets, roads, sidewalks and alleys, along with necessary ditching, curbing, guttering, aprons, drains, and headers within their corporate limits.

**WHEREAS**, Section 16 lands are held in Trust by the State of Louisiana and managed by School Boards in the manner of a Statutory Trustee for the benefit of public education and School Boards shall have the right to administer and use such property for public school purposes.

**WHEREAS**, Section 16 lands, located in the southern sector of the **CITY OF YOUNGSVILLE** in Lafayette Parish, Louisiana, are managed and administered by the **LPSB**.

**WHEREAS**, the **LPSB** is authorized, by *La. R.S. 17:87.1*, to grant rights-of-ways across and through Section 16 lands or parts thereof for all legitimate and necessary purposes.

**WHEREAS**, the **CITY OF YOUNGSVILLE** desires to construct a new roadway from Chemin Metairie Parkway to Southside High School which roadway will be named at a later date.

**WHEREAS**, The new roadway to Southside High School , as shown on a right-of-way plat of survey prepared by land surveyor, Shawn P. Macmenamim, dated April 5<sup>th</sup>, 2017, said plat attached hereto as (**EXHIBIT 3**) and made part hereof, will cross through the **LPSB**’s Section 16 land located in the southern sector of the **CITY OF YOUNGSVILLE**.

**WHEREAS**, the **CITY OF YOUNGSVILLE** wishes to acquire a right-of-way and servitudes for drainage and utilities through the **LPSB**’s Section 16 land for purposes of constructing and maintaining the new roadway to Southside High School that is located within the **LPSB**’s Section 16 lands located in the southern sector of the **CITY OF YOUNGSVILLE**.

**WHEREAS**, the **CITY OF YOUNGSVILLE** and **LPSB** have agreed to split the payment owed to the sugar cane farmer based on a valuation of the sugar cane to be provided by the L.S.U. Agricultural Center.

**NOW, THEREFORE**, for and in consideration of the mutual benefits, uses and advantages accruing to the **LPSB** and the **CITY OF YOUNGSVILLE**, and for and upon such other terms, conditions and considerations hereafter expressed, the receipt, adequacy and sufficiency of which are hereby acknowledged, the **LPSB** and the **CITY OF YOUNGSVILLE** do hereby agree to the terms and conditions contained herein:

The **LPSB**, by Resolution adopted at its official meeting on APRIL 5<sup>TH</sup>, 2017 (**EXHIBIT 1**), hereby agrees to grant to the **CITY OF YOUNGSVILLE** a Right-Of-Way, a 10' Public Facility Servitude & Temporary Construction Servitude #1, and a 10' Public Facility Servitude & Temporary Construction Servitude #2 as shown by the legal descriptions of each attached hereto as **EXHIBITS 4**, and made part hereof.

In consideration of the **LPSB's** agreement to grant to the **CITY OF YOUNGSVILLE** the right-of-way and servitudes referenced in the preceding paragraph, the **CITY OF YOUNGSVILLE**, by Resolution adopted at its official Council meeting on March 9<sup>th</sup>, 2017, (**EXHIBIT 2**), agrees to the following:

1. The **CITY OF YOUNGSVILLE** agrees to undertake the planning, designing, financing, constructing and maintaining of the new roadway to Southside High School, including all necessary ditching, curbing, guttering, aprons, drains, and headers within the right-of-way and utility and drainage servitudes as set forth in the plat, attached hereto as **EXHIBIT 3** and the legal descriptions attached hereto as **EXHIBIT 4**;
2. The **CITY OF YOUNGSVILLE** agrees that the new roadway to Southside High School will be a public road open and accessible to the general public and to the **LPSB**;
3. The **CITY OF YOUNGSVILLE** agrees the **LPSB** will not, for any reason, be denied access and use of the new roadway to Southside High School;
4. The **CITY OF YOUNGSVILLE** agrees that it will be deemed, for all legal liability purposes, to be the entity with custody, charge and control of all property within the right-of-way and utility and drainage servitudes granted herein;
5. The **CITY OF YOUNGSVILLE** agrees that it shall hold harmless and indemnify the **LPSB** from and against any and all claims and/or damages to both person and property (including but not limited to workers' compensation, contract and/or personal injury claims) which may arise as a result of and/or related to the design, construction or maintenance, of the new roadway to Southside High School, the right-of-way and/or the utility and drainage servitudes granted herein and/or as a result or due to negligent acts or omissions of the **CITY OF YOUNGSVILLE**, its officers, employees, agents, including volunteers, contractors, subcontractors, its successors or assigns, and/or any other person or entity for which it is legally responsible.
6. The **CITY OF YOUNGSVILLE** agrees that it will be responsible for all maintenance of the new roadway to Southside High School, the right-of-way, and the drainage and utility servitudes granted herein.
7. The **CITY OF YOUNGSVILLE** agrees that it will be solely responsible for all financing and/or obtaining financing/ funds for purposes of planning, designing, constructing and/or maintaining the new roadway to Southside High School, the area within the right-of-way and the drainage and utility servitudes granted herein.

8. The **CITY OF YOUNGSVILLE** will contract the build and construction work of the new roadway to Southside High School, the area within the right-of-way and the drainage and utility servitudes granted herein and will coordinate all work until complete and will also be responsible for paying the contractor or contractors for their services.
9. The **CITY OF YOUNGSVILLE** and the **LPSB** will split the payment owed to the sugar cane farmer based on a valuation of the sugar cane to be provided by the L.S.U. Agricultural Center

Furthermore, in the exercise of their respective rights and obligations under this Agreement, **LPSB** and the **CITY OF YOUNGSVILLE** each act in an independent capacity, and are not to be considered the officer, agent, or employee of each other.

In the exercise of their rights and obligations under this Agreement, no party shall provide, without the consent of another party, any contractor, subcontractor or any other person/ entity with a release that waives or purports to waive any rights any other party may have to seek relief or redress against the contractor, subcontractor or any other person/ entity either pursuant to any cause of action that the other party may have or for violation of any law.

#### **AUDITOR'S CLAUSE**

- A. It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all records and accounts of any of the parties which relate to this Agreement and/or the Project.
- B. All parties to this Agreement shall maintain all books and records pertaining to this Agreement for a minimum of five (5) years after the date of final payment or (5) years after completion of the Project, whichever is later.

[The remainder of this page intentionally left blank]

THUS DONE AND SIGNED, on this 9<sup>th</sup> day of May, 2017, by the **CITY OF YOUNGSVILLE** in the presence of the undersigned competent witnesses, who have hereunto executed, affixed and signed their names with the **CITY OF YOUNGSVILLE** and me, said Notary Public, all in the presence of each other after due reading of the whole.

**WITNESSES**

Elizabeth T. Ducrest

Name: ELIZABETH T. DUCREST

**CITY OF YOUNGSVILLE**

By: Ken Ritter

Ken Ritter, Mayor

Vicki Braguet

Name: VICKI BRAGUET

Henry R. Knox  
NOTARY PUBLIC

THUS DONE AND SIGNED, on this 12<sup>th</sup> day of May, 2017, by the **LAFAYETTE PARISH SCHOOL BOARD** in the presence of the undersigned competent witnesses, who have hereunto executed, affixed and signed their names with the **LAFAYETTE PARISH SCHOOL BOARD** and me, said Notary Public, all in the presence of each other after due reading of the whole.

**WITNESSES**  
Melva G Perry  
Name: Melva G Perry

**LAFAYETTE PARISH SCHOOL BOARD**  
By: Dawn Morris  
Dawn Morris, President

Henrietta Gallien  
Name: Henrietta Gallien

By: Donald Aguillard  
Donald W. Aguillard, Superintendent

Renee M. Credeur  
**NOTARY PUBLIC**

Name: Renee M. Credeur

Notary/Bar Roll # 30587

Expires at for life



**LAFAYETTE**  
PARISH SCHOOL SYSTEM

**Agenda Item Details**

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Meeting Apr 05, 2017 - Lafayette Parish School Board - Special Board Meeting - REVISED

Category 2. AGENDA

Subject 2.19 FINANCE - Resolution 04-17-1905 Cooperative Endeavor Agreement - Road to Southside High - Section 16 Youngsville - Agulliard/Guidry/Bordelon/Dugas

Access Public

Type Action

Recommended Action That the Board approve Resolution 04-17-01905 granting authority to the School Board President and the Superintendent to amend, accept, sign and implement a cooperative endeavor agreement with the City of Youngsville to construct a road on Section 16 property in Youngsville once both are satisfied that any and all outstanding issues have been resolved.

**Public Content**

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This resolution grants a right-of-way to the City of Youngsville to construct a new road from Chemin Metairie Road to Southside High School on the School Board's Section 16 property in Youngsville. Due to the need to move this project forward this Board item authorizes the Board President and the Superintendent to amend, accept, sign and implement this agreement once both are satisfied that any and all outstanding issues have been resolved. The attached agreement is the most current draft with proposed minor corrections.

Resolution 04-17-1905 Right-of-Way Southside High.doc (30 KB)

Youngsville City COOPERATIVE ENDEAVOR AGREEMENT LPSB road to Southside - Draft with corrections.doc (49 KB)

**Administrative Content**

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**Motion & Voting**

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That the Board approve Resolution 04-17-01905 granting authority to the School Board President and the Superintendent to amend, accept, sign and implement a cooperative endeavor agreement with the City of Youngsville to construct a road on Section 16 property in Youngsville once both are satisfied that any and all outstanding issues have been resolved.

Motion by Justin Centanni, second by Erick Knezek.

Final Resolution: Motion Carries

Yes: Elroy Broussard, Justin Centanni, Tehmi Chassion, Jeremy Hidalgo, Erick Knezek, Britt Latiolais, Dawn Morris, Mary Morrison

**Exhibit 1**  
**(1 of 2)**

**LAFAYETTE PARISH SCHOOL BOARD**  
**Lafayette, Louisiana**

**Resolution 04-17-1905**

**Cooperative Endeavor Agreement – Road to Southside High – Section 16 Youngsville**

**WHEREAS**, Section 16 lands are held in trust by the State of Louisiana and managed by School Boards in the manner of a statutory trustee for the benefit of public education and School Boards shall have the right to administer and use such property for public school purposes; and

**WHEREAS**, Section 16 lands, located in the southern sector of the City of Youngsville in Lafayette Parish, Louisiana, are managed and administered by the Lafayette Parish School Board (LPSB); and

**WHEREAS**, the LSPB is authorized, by La. R.S. 17:87.1, to grant rights-of-ways across and through Section 16 lands or parts thereof for all legitimate and necessary purposes; and

**WHEREAS**, Article VII, Section 14(C) of the Louisiana Constitution provides that “For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual; and

**WHEREAS**, the City of Youngsville, pursuant to La. R.S. 33:3301, is authorized to construct and/or make improvements of streets, roads, sidewalks and alleys, along with necessary ditching, curbing, guttering, aprons, drains, and headers within their corporate limits; and

**WHEREAS**, the City of Youngsville desires to construct a new roadway from Chemin Metairie Parkway to Southside High School; and

**WHEREAS**, the new roadway will cross through the LPSB’s Section 16 land located in the southern sector of the City of Youngsville; and

**WHEREAS**, the City of Youngsville wishes to acquire a right-of-way and servitudes for drainage and utilities through the LPSB’s Section 16 land for purposes of constructing and maintaining the new roadway to Southside High School, that is located within the LPSB’s Section 16 lands located in the southern sector of the City of Youngsville; and

**WHEREAS**, the School Board desires to grant a right-of-way on said Property to the City of Youngsville, in accordance with terms and conditions acceptable to both the School Board President and the Superintendent; and

**THEREFORE, BE IT RESOLVED**, that the School Board grants authority to the School Board President and the Superintendent to amend, accept, sign and implement a cooperative endeavor agreement with the City of Youngsville to construct a road on Section 16 property in Youngsville once both are satisfied that any and all outstanding issues have been resolved.

The vote, in open meeting, on the resolution was as follows:

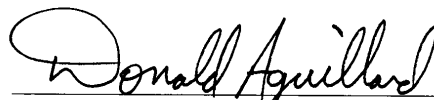
YEAS: Elroy Broussard, Justin Centanni, Tehmi Chassion, Jeremy Hidalgo, Erick Knezek, Britt Latiolais, Dawn Morris and Mary Morrison  
NAYS: None  
ABSENT: Tommy Angelle

And the resolution was declared and adopted on the 5<sup>th</sup> day of April, 2017

**C E R T I F I C A T E**

I, the undersigned Secretary-Treasurer of the Lafayette Parish School Board, do hereby certify that the foregoing is a true and exact copy of the resolution adopted at a regular board meeting held on April 05, 2017, at which a quorum was present and voting.

Dated at Lafayette, Louisiana  
this 5<sup>th</sup> day of April, 2017

  
\_\_\_\_\_  
Donald Aguillard, Secretary/Treasurer  
LAFAYETTE PARISH SCHOOL BOARD

**Exhibit 1**  
**(2 of 2)**

**RESOLUTION NO. 2017-02**

**A RESOLUTION OF THE CITY OF YOUNGSVILLE AUTHORIZING THE MAYOR TO EXECUTE A COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE CITY OF YOUNGSVILLE, LOUISIANA AND THE LAFAYETTE PARISH SCHOOL BOARD TO ACQUIRE A RIGHT-OF-WAY AND SERVITUDES FOR DRAINAGE AND UTILITIES THROUGH THE LAFAYETTE PARISH SCHOOL BOARD'S SECTION 16 LAND FOR THE PURPOSE OF CONSTRUCTING AND MAINTAINING A NEW ROADWAY TO SOUTHSIDE HIGH SCHOOL WHICH IS LOCATED WITHIN THE LAFAYETTE PARISH SCHOOL BOARD'S SECTION 16 LANDS LOCATED IN THE SOUTHERN SECTOR OF THE CITY OF YOUNGSVILLE**

**WHEREAS**, Article VII, Section 14(C) of the Louisiana Constitution provides that "For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual".

**WHEREAS**, the LPSB and the City of Youngsville are each political subdivisions of the State of Louisiana, with authority pursuant to La. R.S. 33:1324 to make agreements between or among themselves for public projects as set forth in La. R.S. 33:1324.

**WHEREAS**, the City of Youngsville, pursuant to La. R.S. 33:3301, is authorized to construct and/or make improvements of streets, roads, sidewalks and alleys, along with necessary ditching, curbing, guttering, aprons, drains, and headers within their corporate limits.

**WHEREAS**, Section 16 lands are held in trust by the State of Louisiana and managed by School Boards in the manner of a statutory trustee for the benefit of public education and School Boards shall have the right to administer and use such property for public school purposes.

**WHEREAS**, Section 16 lands, located in the southern sector of the City of Youngsville in Lafayette Parish, Louisiana, are managed and administered by the LPSB.

**WHEREAS**, the LSPB is authorized, by La. R.S. 17:87.1, to grant rights-of-ways across and through Section 16 lands or parts thereof for all legitimate and necessary purposes.

**WHEREAS**, the City of Youngsville desires to construct a new roadway from Chemin Metairie Parkway to Southside High School.

**WHEREAS**, the new roadway will cross through the LPSB's Section 16 land located in the southern sector of the City of Youngsville.

**WHEREAS**, the City of Youngsville wishes to acquire a right-of-way and servitudes for drainage and utilities through the LPSB's Section 16 land for purposes of constructing and maintaining the new roadway to Southside High School, that is located within the LPSB's Section 16 lands located in the southern sector of the City of Youngsville.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council for the City of Youngsville that the Honorable Ken Ritter, duly elected Mayor of the City of Youngsville, be and he is hereby authorized and empowered to execute the Cooperative Endeavor Agreement between the Lafayette Parish School Board and the City of Youngsville for the construction and maintenance of a new roadway to Southside High School.



This resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: Jamison Abshire, Lauren Michel, Matt Romero, Ken Stansbury, Dianne  
McClelland  
NAYS: None  
ABSENT: None  
ABSTAIN: None

**AND** the Resolution was declared adopted on this the 9<sup>th</sup> day of March, 2017.

/s/ Ken Ritter  
Ken Ritter, Mayor

/s/ Sally M. Angers  
Sally M. Angers, City Clerk



1000 Lakeshore Drive, Suite 100  
Baton Rouge, LA 70801  
Phone: (504) 383-1100

**LEGAL DESCRIPTION (REQUIRED RIGHT OF WAY AREA):**

A CERTAIN TRACT OF LAND SITUATED IN SECTION 16, TOWNSHIP 11 SOUTH, RANGE 5 EAST, LOUISIANA MERIDIAN, CITY OF YOUNGSVILLE, PARISH OF LAFAYETTE, STATE OF LOUISIANA, HAVING AN AREA OF 2.003 ACRES MORE OR LESS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 4" FLAT IRON ON THE SOUTHEAST CORNER OF SECTION 16, TOWNSHIP 11 SOUTH, RANGE 5 EAST, THENCE ALONG THE EAST LINE OF SECTION 16 N 00°08'38" E A DISTANCE OF 2638.62' TO A POINT ON THE EAST 1/4 CORNER OF SECTION 16, THENCE ALONG THE NORTH LINE OF THE SOUTH HALF (S 1/2) OF SECTION 16 N 89°50'42" W A DISTANCE OF 3541.97' TO A POINT; THENCE SOUTH A DISTANCE OF 14.30' TO A POINT ON THE APPARENT 50' RIGHT OF WAY OF ALMONSTER ROAD; THENCE ALONG THE APPARENT 50' RIGHT OF WAY OF ALMONSTER ROAD N 89°25'10" W A DISTANCE OF 10.00' TO A POINT, ALSO BEING THE POINT OF BEGINNING LABELED P.O.B. 1.

THENCE SOUTH A DISTANCE OF 967.60' TO A POINT ON THE APPARENT 150' RIGHT OF WAY OF CHEMIN METAIRIE PARKWAY; THENCE ALONG THE APPARENT 150' RIGHT OF WAY OF CHEMIN METAIRIE PARKWAY N 89°07'07" W A DISTANCE OF 90.00' TO A POINT; THENCE NORTH A DISTANCE OF 922.13' TO A POINT; THENCE N 10°24'47" W A DISTANCE OF 45.83' TO A POINT ON THE APPARENT 50' RIGHT OF WAY OF ALMONSTER ROAD; THENCE ALONG THE APPARENT 50' RIGHT OF WAY OF ALMONSTER ROAD S 89°25'10" E A DISTANCE OF 98.29' TO A POINT ALSO BEING THE POINT OF BEGINNING.

**LEGAL DESCRIPTION (REQUIRED 10' PUBLIC FACILITY SERVITUDE & TEMPORARY CONSTRUCTION SERVITUDE #1):**

A CERTAIN TRACT OF LAND SITUATED IN SECTION 16, TOWNSHIP 11 SOUTH, RANGE 5 EAST, LOUISIANA MERIDIAN, CITY OF YOUNGSVILLE, PARISH OF LAFAYETTE, STATE OF LOUISIANA, HAVING AN AREA OF 0.222 ACRES MORE OR LESS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

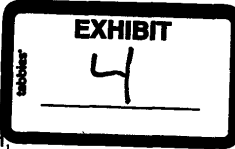
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THENCE SOUTH A DISTANCE OF 967.65' TO A POINT ON THE APPARENT 150' RIGHT OF WAY OF CHEMIN METAIRIE PARKWAY; THENCE ALONG THE APPARENT 150' RIGHT OF WAY OF CHEMIN METAIRIE PARKWAY N 89°07'07" W A DISTANCE OF 10.00' TO A POINT; THENCE NORTH A DISTANCE OF 967.60' TO A POINT ON THE APPARENT 50' RIGHT OF WAY OF ALMONSTER ROAD; THENCE ALONG THE APPARENT 50' RIGHT OF WAY OF ALMONSTER ROAD S 89°25'10" E A DISTANCE OF 10.00' TO A POINT ALSO BEING THE POINT OF BEGINNING.

**LEGAL DESCRIPTION (REQUIRED 10' PUBLIC FACILITY SERVITUDE & TEMPORARY CONSTRUCTION SERVITUDE #2):**

A CERTAIN TRACT OF LAND SITUATED IN SECTION 16, TOWNSHIP 11 SOUTH, RANGE 5 EAST, LOUISIANA MERIDIAN, CITY OF YOUNGSVILLE, PARISH OF LAFAYETTE, STATE OF LOUISIANA, HAVING AN AREA OF 0.222 ACRES MORE OR LESS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 4" FLAT IRON ON THE SOUTHEAST CORNER OF SECTION 16, TOWNSHIP 11 SOUTH, RANGE 5 EAST, THENCE ALONG THE EAST LINE OF SECTION 16 N 00°08'38" E A DISTANCE OF 2638.62' TO A POINT ON THE EAST 1/4 CORNER OF SECTION 16, THENCE ALONG THE NORTH LINE OF THE SOUTH HALF (S 1/2) OF SECTION 16 N 89°50'42" W A DISTANCE OF 3541.97' TO A POINT; THENCE SOUTH A DISTANCE OF 14.30' TO A POINT ON THE APPARENT 50' RIGHT OF WAY OF





ALMONSTER ROAD; THENCE ALONG THE APPARENT 50' RIGHT OF WAY OF ALMONSTER ROAD N 89°25'10" W A DISTANCE OF 108.29' TO A POINT, ALSO BEING THE POINT OF BEGINNING LABELED P.O.B. 3.

THENCE S 10°24'47" E A DISTANCE OF 45.83' TO A POINT; THENCE SOUTH A DISTANCE OF 922.13' TO A POINT ON THE APPARENT 150' RIGHT OF WAY OF CHEMIN METAIRIE PARKWAY; THENCE ALONG THE APPARENT 150' RIGHT OF WAY OF CHEMIN METAIRIE PARKWAY N 89°07'07" W A DISTANCE OF 10.00' TO A POINT; THENCE NORTH A DISTANCE OF 921.07' TO A POINT; THENCE N 10°24'47" W A DISTANCE OF 46.86' TO A POINT ON THE APPARENT 50' RIGHT OF WAY OF ALMONSTER ROAD; THENCE ALONG THE APPARENT 50' RIGHT OF WAY OF ALMONSTER ROAD S 89°25'10" E A DISTANCE OF 10.19' TO A POINT ALSO BEING THE POINT OF BEGINNING.

PREPARED APRIL 5, 2017



SHAWN P. MACMENAMIN, P.L.S.  
PROFESSIONAL LAND SURVEYOR NO. 5099

**GENERAL NOTES:**

- 1) BEARINGS AND DIMENSIONS ARE BASED ON THE LOUISIANA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 83(2011) AS DERIVED FROM STATIC GPS OBSERVATIONS PERFORMED ON 11/28/2016, PROCESSED THROUGH OPUS USING CORS STATIONS DL9074 FSHS, DL7622 TONY, AND DF5784 1LSU. AREA CALCULATIONS HAVE BEEN MADE RELATIVE TO SAID GRID COORDINATES.
- 2) NO ATTEMPT HAS BEEN MADE BY THE SURVEYOR TO VERIFY TITLE OR ACTUAL LEGAL OWNERSHIP.
- 3) THIS PLAT DOES NOT DEPICT ALL UTILITY LOCATIONS, VISIBLE OR OF RECORD, THAT MAY EXIST ON OR ADJACENT TO PROPERTY.
- 4) I CERTIFY THAT THIS PLAT REPRESENTS AN ACTUAL GROUND SURVEY AND MEETS THE STANDARDS FOR PROPERTY BOUNDARY SURVEYS UNDER A CLASS "D" ROUTE SURVEY AS ADOPTED BY THE LOUISIANA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.
- 5) THE APPROVAL OF THIS PLAT DOES NOT RELIEVE THE IMMEDIATE OR FUTURE PROPERTY OWNERS FROM COMPLYING WITH ALL APPLICABLE FEDERAL, STATE OR CITY-PARISH LAWS AND ORDINANCES GOVERNING THE SALE AND DEVELOPMENT OF THE PROPERTY.
- 6) FLOOD ZONE AND FLOODWAY INFO SCALED FROM FIRMETTE.

**REFERENCE MAPS:**

- 1) OFFICIAL TOWNSHIP PLAT OF T11S-R5E SOUTH WESTERN DISTRICT, LAFAYETTE PARISH, LOUISIANA DATED JULY 18, 1855.

SEE PLAT FILING CABINET

#

**LEGAL DESCRIPTION (REQUIRED RIGHT OF WAY AREA):**

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THENCE SOUTH A DISTANCE OF 967.60 TO A POINT ON THE APPARENT 150' RIGHT OF WAY OF CHEMIN METAIRIE PARKWAY, THENCE ALONG THE APPARENT 150' RIGHT OF WAY OF CHEMIN METAIRIE PARKWAY N 89°07'07" W A DISTANCE OF 90.00 TO A POINT, THENCE NORTH A DISTANCE OF 922.13 TO A POINT, THENCE N 10°24'47" W A DISTANCE OF 46.83 TO A POINT ON THE APPARENT 50' RIGHT OF WAY OF ALMONSTER ROAD, THENCE ALONG THE APPARENT 50' RIGHT OF WAY OF ALMONSTER ROAD S 89°28'10" E A DISTANCE OF 98.29 TO A POINT ALSO BEING THE POINT OF BEGINNING.

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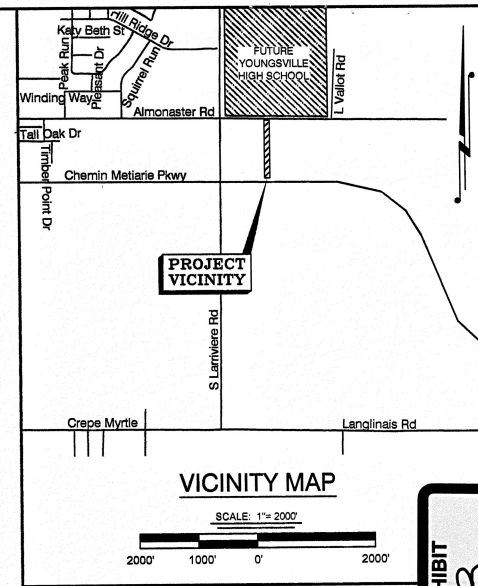
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A CERTAIN TRACT OF LAND SITUATED IN SECTION 16, TOWNSHIP 11 SOUTH, RANGE 5 EAST, LOUISIANA MERIDIAN, CITY OF YOUNGVILLE, PARISH OF LAFAYETTE, STATE OF LOUISIANA, HAVING AN AREA OF 0.222 ACRES MORE OR LESS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 4" FLAT IRON ON THE SOUTHEAST CORNER OF SECTION 16, TOWNSHIP 11 SOUTH, RANGE 5 EAST, THENCE ALONG THE EAST LINE OF SECTION 16 N 00°08'38" E A DISTANCE OF 2638.62 TO A POINT ON THE EAST 1/4 CORNER OF SECTION 16, THENCE ALONG THE NORTH LINE OF THE SOUTH HALF (S 1/2) OF SECTION 16 N 89°50'42" W A DISTANCE OF 3541.97 TO A POINT, THENCE SOUTH A DISTANCE OF 14.30 TO A POINT ON THE APPARENT 50' RIGHT OF WAY OF ALMONSTER ROAD, THENCE ALONG THE APPARENT 50' RIGHT OF WAY OF ALMONSTER ROAD N 89°28'10" W A DISTANCE OF 108.29 TO A POINT, ALSO BEING THE POINT OF BEGINNING LABELED P.O.B. 3.

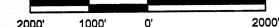
THENCE S 10°24'47" E A DISTANCE OF 46.83 TO A POINT, THENCE SOUTH A DISTANCE OF 922.13 TO A POINT ON THE APPARENT 150' RIGHT OF WAY OF CHEMIN METAIRIE PARKWAY, THENCE ALONG THE APPARENT 150' RIGHT OF WAY OF CHEMIN METAIRIE PARKWAY N 89°07'07" W A DISTANCE OF 10.00 TO A POINT, THENCE NORTH A DISTANCE OF 921.07 TO A POINT, THENCE N 10°24'47" W A DISTANCE OF 46.88 TO A POINT ON THE APPARENT 50' RIGHT OF WAY OF ALMONSTER ROAD, THENCE ALONG THE APPARENT 50' RIGHT OF WAY OF ALMONSTER ROAD S 89°28'10" E A DISTANCE OF 10.19 TO A POINT ALSO BEING THE POINT OF BEGINNING.

A PLAT SHOWING  
RIGHT OF WAY AND SERVITUDE  
TO BE ACQUIRED BY  
CITY OF YOUNGVILLE  
FROM:  
**LAFAYETTE PARISH SCHOOL BOARD**  
113 CHAPLIN DRIVE  
LAFAYETTE, LA 70508



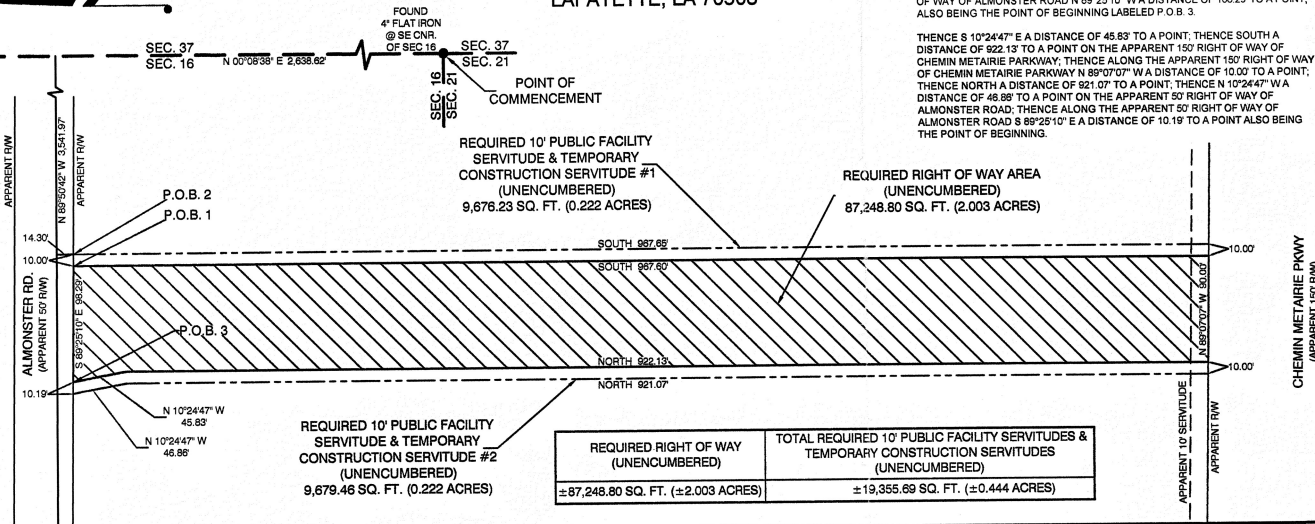
VICINITY MAP

SCALE: 1"= 2000'



**LEGEND:**

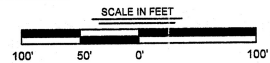
- FOUND SECTION CORNER
- SET 1/4" IRON BAR
- RIGHT OF WAY
- P.O.B. POINT OF BEGINNING
- SECTION LINE
- ▨ REQUIRED RIGHT OF WAY
- ▨ PROPOSED PUBLIC FACILITY SERVITUDE
- EXISTING SERVITUDE



**EXISTING FLOOD ZONE NOTE:**

THIS PROPERTY HAS BEEN DETERMINED TO BE LOCATED IN ZONE "X" (AREA DETERMINED TO BE OUTSIDE 500 YEAR FLOOD PLAIN) AS INDICATED ON FLOOD INSURANCE RATE MAP FOR THE LAFAYETTE PARISH, LOUISIANA, AND INCORPORATED AREAS; PANEL 80 OF 80, MAP NUMBER 22055C0080G EFFECTIVE DATE: JANUARY 19, 1996.

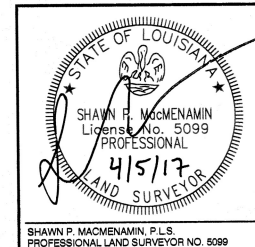
**TBS T. BAKER SMITH**  
A CENTURY OF SOLUTIONS  
107 Global Circle, Lafayette, LA 70503  
(337)735-2800 - tbsmith.com



REV. NO: 01	REV. DATE: 04/05/2017	REV. BY: SPH
REVISION DESCRIPTION: REVISED RIGHT OF WAY & SERVITUDE AT NORTHWEST PORTION OF ROAD.		

DRAWN BY: SPH	APPROVED BY: SPM
DATE: 04/03/2017	JOB NO: 2016.0920
DRAWING NAME: 2016.0920_ROW PLAT REV1.DWG	
PROJECTION: LOUISIANA SOUTH GEO. DATUM: NAD83(2011) VERT. DATUM: NAVD88 GRID UNITS: US SURVEY FEET	
SHEET NO: 1	OF 1

**RIGHT OF WAY AND SERVITUDES**  
**ROYAL ENGINEERS & CONSULTANTS, LLC**  
YOUNGVILLE HIGH SCHOOL ENTRANCE ROAD  
LOCATED IN  
SECTION 16, T11S-R5E  
CITY OF YOUNGVILLE  
LAFAYETTE PARISH, LOUISIANA



4/2/2017 - P:\Y-2016\2016.0920\DWG\ROW PLAT\REV1.DWG