

ORDINANCE NO. JO-056-2021

A JOINT ORDINANCE OF THE LAFAYETTE CITY COUNCIL AND THE LAFAYETTE PARISH COUNCIL AUTHORIZING THE ACQUISITION OF A SERVITUDE OVER IMMOVABLE PROPERTY NEEDED IN CONNECTION WITH THE STORM WATER MANAGEMENT PROJECT AND TO PROVIDE FOR MATTERS RELATED THERETO

BE IT ORDAINED by the Lafayette City Council and the Lafayette Parish Council, that:

WHEREAS, pursuant to Joint Ordinance No. JO-080-2020, the Lafayette Parish Council and the Lafayette City Council declared the construction of a comprehensive Storm Water Management Project (hereinafter referred to as “Project”) a public necessity; and

WHEREAS, the public purpose to be served by the Project is to provide for improvement of drainage, as well as, protection and public safety from flooding in the City and Parish of Lafayette; and

WHEREAS, Joint Ordinance No. JO-080-2020 broadly identified the Project limits to include, but not be limited to, the Bayou Vermilion (W-34), as identified on the Official Drainage Map of Lafayette Parish, Louisiana, a copy of which was attached as Exhibit “A” to Joint Ordinance No. JO-080-2020; and

WHEREAS, as part of the aforesaid Project, Lafayette City-Parish Consolidated Government (“LCG”) desires to improve, maintain and/or repair existing flood control structures on certain immovable property located in Lafayette Parish, bordered by Lake Martin Road and the Vermilion River as outlined in black and marked with black parallel lines on Exhibit “1” to the Servitude Agreement attached as Exhibit “A” hereto and incorporated herein by reference (hereinafter, the “Servitude Lands”) and to construct and/or maintain on the Servitude Lands a new flood control structure and one (1) or more discharge pipes into Bayou Vermilion, an aggregate road to access the flood control structure and discharge pipe and a levee running parallel to the Bayou Vermilion from the flood control structure to the western property line of the Servitude Lands and the construction and subsequent maintenance of a berm along the western property line of the Servitude Lands adjacent to property owned by LCG (collectively, the “Flood Control Improvements”); and

WHEREAS, the Flood Control Improvements have been deemed a public necessity and in the best interest of the public as an integral part of the aforesaid Storm Water Management Project; and

WHEREAS, LCG and the owners of the Servitude Lands required for the construction of the Flood Control Improvements (the “Landowners”) have agreed to a servitude agreement pursuant to which the construction and implementation of the Flood Control Improvements may

proceed (the "Servitude Agreement") on the terms and conditions set forth therein. A copy of the Servitude Agreement is attached as Exhibit "B" hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT FURTHER ORDAINED by the Lafayette City Council and the Lafayette Parish Council, that:

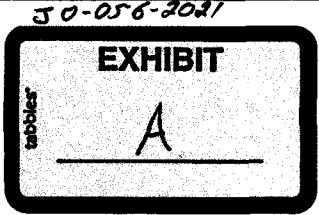
SECTION 1: All of the aforescribed "Whereas" clauses are adopted as part of this ordinance.

SECTION 2: The Lafayette Mayor-President on behalf of the Lafayette City-Parish Consolidated Government and for the benefit of the City of Lafayette and the Parish of Lafayette is hereby authorized and directed to execute the Servitude Agreement substantially in the form of Exhibit "A" attached hereto and incorporated herein by reference, but with such modifications or revisions as he shall deem appropriate, and to take any and all action necessary or advisable in connection therewith and in the best interests of the Lafayette City-Parish Consolidated Government.

SECTION 3: All ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed.

SECTION 4: After first having been adopted by a majority of the authorized membership of both the Lafayette City Council and the Lafayette Parish Council, this joint ordinance shall become effective upon signature of this joint ordinance by the Lafayette Mayor-President, the elapse of ten (10) days after receipt by the Lafayette Mayor-President without signature or veto, or upon override of a veto, whichever occurs first.

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LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT

Servitude Agreement

STATE OF LOUISIANA

PARISH OF LAFAYETTE

PROJECT: STORM WATER MANAGEMENT PROJECT

**GRANTORS/
PROPERTY**

**OWNERS: RICHARD D. CHAPPUIS, III
RICHARD D. CHAPPUIS, JR.
BELLA ELISABETH CHAPPUIS KRAFT
ELISE LOCKETT CHAPPUIS DANNER
CAMERON CHARLES CHAPPUIS
ELISABETH RANSOME KRAFT CORTEZ
JOHN NICKERSON CHAPPUIS CHILDRENS INTER VIVOS TRUST NO. 1
JOHN NICKERSON CHAPPUIS
HUEY C. KEENEY, SR. MANAGEMENT COMPANY L.L.C.
RANDOLPH VENNARD KEENEY
HCKJR PROPERTIES, LLC**

Property Assessment 6022569

This Servitude Agreement (this "Agreement") is entered into effective _____, 2021, by and among Lafayette City-Parish Consolidated Government (hereinafter, "LCG") and each person or entity listed above as a GRANTOR/PROPERTY OWNER, all of whom collectively own 100% of the undivided ownership interests in the Property, as defined below (hereinafter collectively referred to as "GRANTOR").

WHEREAS, the Lafayette City Council and the Lafayette Parish Council adopted Ordinance No. JO-080-2020 on September 1, 2020 (the "Ordinance") declaring the construction of a comprehensive Stormwater Management Project a public necessity in order to improve drainage in Lafayette Parish and to minimize or lessen flooding in the City and Parish of Lafayette; and

WHEREAS, the Ordinance authorizes the Lafayette City-Parish Mayor President, among other things, to acquire such land, immovable property, rights-of-way, servitudes, or other property rights as are determined to be necessary under good engineering practices to provide for the design and construction of said Stormwater Management Project; and

WHEREAS, GRANTOR is the owner of approximately 683.02 acres of immovable property located in Lafayette Parish, Louisiana, Township 9, Range 5, Sections 93, 94, 95, 96, 97, 98 and 99, Lafayette Parish Assessment Number 6022569 (the "Property"), which Property is generally outlined with a solid blue line on the aerial photograph attached as Exhibit No. 1 entitled "Property Boundary", attached hereto and incorporated herein by reference (hereinafter, "Exhibit 1"); and

WHEREAS, Bayou Vermilion runs along the southeastern and southern borders of the Property, as reflected on Exhibit 1;

WHEREAS, as part of the aforesaid Stormwater Management Project, LCG desires to obtain a servitude over that portion of the Property outlined in black and marked with black parallel lines on Exhibit 1 (the "Servitude Lands"), and

WHEREAS, as part of the aforesaid Stormwater Management Project, LCG desires to improve, maintain and/or repair existing flood control structures on the Servitude Lands, construct and/or maintain on the Servitude Lands a new flood control structure and one or more discharge pipes into Bayou Vermilion, an aggregate road to access the flood control structure and discharge pipe and a levee running parallel to the Bayou Vermilion from the flood control structure to the western property line of the Servitude Lands and the construction and subsequent maintenance of a berm along the western property line of the Servitude Lands adjacent to property owned by LCG, all as depicted on Exhibit No. 3 and Exhibit No. 4 to this Agreement, but in accordance with final engineering plans and designs to be approved by LCG, in its sole discretion (collectively, the "Flood Control Improvements");

WHEREAS, the Flood Control Improvements will be undertaken in phases as identified and delineated on (i) the aerial photograph attached as Exhibit No. 3 entitled "Detention Phase I Areas", attached hereto and

incorporated herein by reference (hereinafter, "Exhibit 3") and (ii) the aerial photograph attached as Exhibit No. 4 entitled "Detention Phase II", attached hereto and incorporated herein by reference (hereinafter, "Exhibit 4").

WHEREAS, the Flood Control Improvements have been deemed a public necessity and in the best interest of the public by LCG as part of the aforesaid Stormwater Management Project.

NOW, THEREFORE, for and in consideration of the mutual benefits to LCG and GRANTOR to be derived from the Flood Control Improvements and other valuable consideration as herein provided, the receipt and sufficiency of which is hereby acknowledged by GRANTOR and LCG, GRANTOR hereby gives, donates, transfers, conveys, assigns, sets over, abandons, delivers, establishes and grants, without any warranty or representation of title, express or implied, unto LCG, the CITY OF LAFAYETTE and the PARISH OF LAFAYETTE, present, accepting and acquiring for itself and its successors and assigns, and acknowledging delivery and possession thereof, the necessary servitudes for the construction, improvement, and maintenance of the Flood Control Improvements and a drainage servitude through, over and across the Servitude Lands, including but not limited to, each and all of the following:

1. A non-exclusive permanent forty (40') foot wide servitude for access road purposes and levee maintenance purposes beginning at the intersection of the southern right of way of Louisiana Highway 353 (Lake Martin Road) and the existing aggregate road located on the Servitude Lands (the "Existing Road") and continuing in a meandering fashion and following the current alignment of the Existing Road approximately two thousand two hundred eighty-five (2,285') feet in length to the end of the Existing Road. The permanent servitude described in this Item 1 shall be measured twenty (20') feet on each side of the centerline of the Existing Road's aggregate surface. The general location of the permanent servitude described in this Item 1 is labeled as "Existing Aggregate Road (40' Servitude), approximate length 2,285'" and outlined in yellow on Exhibit 3. GRANTOR acknowledges and agrees that LCG shall have the right to build up, improve, construct and/or maintain the Existing Road on the Servitude Lands subject to the permanent servitude described in this Item 1 to allow all-weather access to the Servitude Lands subject to the permanent servitude described in Item 2 below and to the flood control structure described in Item 3 below.
2. A non-exclusive permanent forty (40') foot wide servitude for access road use purposes and levee maintenance purposes beginning at the end of the Existing Road and proceeding along in a meandering fashion and following the current alignment of the existing levee located on the Servitude Lands (the "Existing Levee") approximately one thousand four hundred twenty (1,420') feet in length and terminating at the eastern boundary of the flood control structure servitude described in Item 3 below. The permanent servitude described in this Item 2 shall be measured twenty (20') feet on each side of the centerline of the Existing Levee. The general location of the permanent servitude described in this Item 2 is labeled as "Proposed Aggregate Road (40' Servitude), approximate length 1,420'" and outlined in pink on Exhibit 3. GRANTOR acknowledges and agrees that LCG shall have the right to build up, improve, construct and maintain on the portion of the Servitude Lands subject to the permanent servitude described in this Item 2 a levee with a minimum top elevation of 15' NAVD88 and to build up, improve, construct and maintain an aggregate roadway along the top of the levee to allow all-weather access to the flood control structure described in Item 3 below.
3. An exclusive permanent servitude approximately one hundred (100') feet long by one hundred (100') feet wide for the purpose of constructing and maintaining a flood control structure and discharge pipe into Bayou Vermilion. The portion of the Servitude Lands subject to this permanent servitude shall be adjacent to and touching the end of the permanent servitude described in Item 2 above and is more particularly described as follows: commence at the intersection of the westerly boundary of the permanent servitude described in Item 2 above and the centerline of the Existing Levee and proceed approximately fifty (50') feet in a southerly direction to the top bank of the Bayou Vermilion, then proceed in a meandering westerly direction along the top bank of the Bayou Vermilion for one hundred (100') feet, thence in a northerly direction for one hundred (100') feet, thence in an easterly direction for one hundred (100') feet, and thence in a southerly direction for approximately fifty (50') to the point of beginning (i.e. the centerline of the Existing Levee). The general location of the permanent servitude and right-of-way described in this Item 3 is labeled as "Proposed Flood Control Structure (100' x 100' Servitude) Flood Control Structure A" and outlined in red on Exhibit 3. GRANTOR acknowledges and agrees that LCG shall have the right to construct and maintain on the portion of the Servitude Lands subject to the permanent servitude and right-of-way described in this Item 3 a flood control structure and one or more discharge pipes, which will allow LCG to control the rate and flow of stormwater flowing into and from the Servitude Lands.
4. A non-exclusive permanent servitude seventy (70') feet in width for levee construction and maintenance purposes beginning at the western end of the portion of the Servitude Lands subject to the servitude described in Item 3 above and proceeding along in a meandering fashion following the current route of Bayou Vermilion approximately five thousand three hundred seventy (5,370') feet in

length to the western boundary of the Servitude Lands and then proceeding in a northeasterly direction along the western boundary of the Property for approximately two thousand six hundred eighty (2,680') feet in length. The southern boundary of the permanent servitude described in this Item 4 that runs adjacent to the Bayou Vermilion shall be located approximately thirty (30') feet from the top bank of the Bayou Vermilion. The general location of the permanent servitude and right-of-way described in this Item 4 is labeled as "Proposed Berm (70' Servitude, approximate length 8,050')" and outlined in green on Exhibit 3. GRANTOR and LCG acknowledge and agree that LCG shall have the right to construct and maintain on the Servitude Lands subject to the permanent servitude described in this Item 4 a levee with a minimum top elevation of 10' NAVD88. Upon completion of the levee, the permanent servitude described in this Item 4 shall be thirty-five (35') feet on each side of the centerline of said levee. GRANTOR and LCG further acknowledge and agree that LCG shall have the right to construct, install and maintain a flood control structure in the approximate location identified on Exhibit 3 as "Proposed Flood Control Structure B".

5. A non-exclusive permanent drainage servitude over the entirety of the Servitude Lands, including but not limited to a right of access to all existing drainage ditches located on the Servitude Lands that drain directly or indirectly into Bayou Vermilion (the "Drainage Ditches") approximately twenty (20') feet wide, measured ten (10') feet on each side of the centerline of the Drainage Ditches. The general locations of the existing Drainage Ditches are labeled as "Assumed Flow Path(s) and identified by blue dashed lines on Exhibit 3. LCG agrees that it will attempt not to disturb any currently existing bridges and culverts that cross the Drainage Ditches. In the event such currently existing bridges or culverts are disturbed as a result of LCG's activities, LCG will repair and/or replace same. LCG shall have the right to construct new Drainage Ditches on the Servitude Lands at a location or locations mutually acceptable to GRANTOR and LCG. In the event LCG constructs any new Drainage Ditch on the Servitude Lands at a mutually acceptance location, LCG agrees that it will provide a method of crossing such new Drainage Ditch so that GRANTOR will have the ability to access the entirety of the Servitude Lands when not flooded. GRANTOR acknowledges and agrees that in connection with its exercise of the permanent drainage servitude over the entirety of the Servitude Lands (a) subject to its obligations set forth in Section (I)(iii) of this Agreement, LCG shall have the right, in LCG's sole discretion, to prevent, limit and/or control the flow of storm water and/or flood water from the Servitude Lands to Bayou Vermilion and (b) LCG shall have the right, in LCG's sole discretion, to clean, grade and maintain the Drainage Ditches to allow drainage of the Servitude Lands to the flood control structure described in Item 3 above.
6. A non-exclusive permanent flood servitude over all areas of the Servitude Lands, the same being all areas of the Property lying below an elevation of 10' NAVD88. The general locations of the Servitude Lands subject to this permanent flood servitude are identified as Detention Phase I on Exhibit 3 and Detention Phase II on Exhibit 4 and are generally bounded on the East, South and Southwest by Lake Martin Road and Bayou Vermilion encompassing approximately 180 acres for Detention Phase I and approximately 95 acres for Detention Phase II. The approximate area of Detention Phase I is highlighted in light blue on Exhibit 3 and the approximate area of Detention Phase II is highlighted in light blue on Exhibit 4. GRANTOR acknowledges and agrees that LCG shall have the right to control the storage volume of water on the Servitude Lands between elevation 10' NAVD88 and natural ground through the use of the flood control structures described in Items 3 and 4 above.

IT IS FURTHER AGREED AND UNDERSTOOD BY GRANTOR AND LCG THAT:

(A) LCG hereby accepts for itself and for the benefit of the City of Lafayette and the Parish of Lafayette the servitudes granted to LCG by GRANTOR in this Agreement in their present condition, "as is", "where is" and with all faults and defects, whether known or unknown, and GRANTOR expressly disclaims and negates any representation or warranty of any kind, character or nature, express, implied, by statute, code or otherwise, relating to the condition of the surface or subsurface of such servitudes, including (but not limited to) any representations and warranties of merchantability or fitness for a particular purpose or pertaining to any environmental, geological or other condition or hazard (or the absence thereof) in any manner heretofore, presently or hereafter affecting such servitudes.

(B) Subject to the rights reserved herein by GRANTOR to use the Servitude Lands for the purposes herein allowed, GRANTOR acknowledges and agrees that, in connection with and in respect to the servitudes granted to LCG in this Agreement, LCG shall have full, complete, and unrestricted use and enjoyment of said servitudes and any and all rights afforded to it by the laws of the State of Louisiana, including without limitation any and all rights specifically granted to LCG in this Agreement, which said rights shall be exercised by LCG in the manner and to the extent that LCG shall, in its sole and uncontrolled discretion, deem fit and proper; provided, however, and notwithstanding the foregoing, in the event LCG desires to engage in activities on the Servitude Lands not described herein or depicted generally in Exhibit No. 3 as part of Detention Phase I and in Exhibit No. 4 as part of Detention Phase II, LCG shall first consult with and obtain the consent of GRANTOR, which consent will not be unreasonably withheld, prior to engaging in such additional activities. GRANTOR acknowledges that it shall not construct, erect and/or place anything over,

under, on, within, and/or across the Servitude Lands that would interfere with LCG's full, complete, and unrestricted use and enjoyment of the servitudes and granted herein. From and after the first anniversary of the effective date of this Agreement, LCG agrees that it will not commence any major construction activities on the Servitude Lands or construct any new Drainage Ditches on the Servitude Lands without first providing GRANTOR with sixty (60) days advance written notice of LCG's intent to do so.

(C) Subject to the rights reserved herein by GRANTOR to use the Servitude Lands for the purposes as herein allowed, GRANTOR acknowledges and agrees that LCG shall have the right to cut, trim, and/or remove, all improvements, trees, foliage, vegetation, shrubs, plants, underbrush, undergrowth, debris and/or other items (natural and/or manmade) located over, under, on, within, and/or across the Servitude Lands subject to the servitudes described in Items 1-6 above that would hinder LCG's use and enjoyment of the servitudes and/or limit its ability to accomplish the projects described in Items 1 through 6 above. Upon the completion of any work on the Servitude Lands, LCG agrees that it will remove, shred or bury on the dry land portion of the Servitude Lands any vegetation debris resulting from LCG's operations on the Servitude Lands.

(D) LCG agrees that it will use best practices not to damage and/or destroy any "legacy" trees situated on or off the Servitude Lands, such as oaks or cypress. LCG shall not store on a permanent basis any materials, equipment or vehicles on the Servitude Lands without the permission of the Grantor, which permission shall not be unreasonably withheld.

(E) GRANTOR acknowledges and agrees that LCG's plan and intention is to block/plug any breaches in the Existing Levees which may be necessary with the end result that the drainage from the Servitude Lands to Bayou Vermilion shall be at the proposed flood control structure described in Item 3 above and/or the second flood control structure contemplated as part of Phase II.

(F) GRANTOR acknowledges that LCG shall have complete unrestricted right of ingress and egress to the Servitude Lands for the full, complete, and unrestricted use and enjoyment of the servitudes granted to LCG in this Agreement and further agrees that any gates located on the Servitude Lands will be locked only with a "daisy chain" lock to be provided by LCG. LCG shall have no right to access or use any portion of the Property that is not a part of the Servitude Lands without first obtaining GRANTOR's written consent.

(G) To GRANTOR's actual knowledge, but without making any representation or warranty of any kind, that, as of the date hereof, the only servitudes burdening the Servitude Lands are those set forth on Exhibit "A" attached hereto and incorporated herein by reference (the "Existing Servitudes"). LCG acknowledges the Existing Servitudes and agrees that it will not do anything to interfere with the rights of the grantees or current servitude owners under the Existing Servitudes. GRANTOR agrees that from and after the date hereof, it will not grant any additional servitudes or easements on the Servitude Lands without first obtaining LCG's prior written consent, which consent will not be unreasonably withheld.

(H) GRANTOR acknowledges and agrees that any use by LCG of any one of the servitudes described in Items 1 through 6 above shall be deemed a use of all of the servitudes granted by GRANTOR to LCG pursuant to this Agreement.

(I) GRANTOR acknowledges that it has agreed to the terms and conditions contained in this Agreement for good and valuable consideration, including, without limitation, the services to be provided by LCG to GRANTOR set forth below, the sufficiency of which is hereby acknowledged by GRANTOR and for which full acquittance and discharge is hereby granted to LCG by GRANTOR:

- (i) LCG shall, within 45 days (weather permitting) after the date on which this Agreement has been executed by all parties hereto, mow and shred with a bush-hog or other similar equipment the pasture area located on the Servitude Lands and labeled as "Pasture Area to be Mowed" and outlined in yellow on Exhibit 2;
- (ii) LCG shall, within 45 days (weather permitting) after the date on which this Agreement has been executed by all parties hereto, spray and/or poison the "pond area" located on the Servitude Lands and labeled as "Pond Area to be Poisoned" and outlined in yellow on Exhibit 2;
- (iii) LCG shall endeavor to the fullest extent possible to allow for the flooding and maintaining of water to elevation 7.0 NAVD88 within the general area marked as the "Pond Area to be Sprayed/Poisoned" encompassing 26± acres and outlined in yellow on Exhibit 2 from November 1st through January 31st of each year; provided, however, should rainfall not allow for natural flooding to occur, LCG will allow GRANTOR to pump water from Bayou Vermilion, at GRANTOR's sole cost and expense and utilizing GRANTOR's own equipment, into the referenced area during the aforementioned time frame;
- (iv) LCG shall have the continuing right to enter the portion of the Servitude Lands labeled as "Pasture Area to be Mowed" and outlined in yellow on Exhibit 2 and the portion of the

Servitude Lands labeled as "Pond Area to be Poisoned" and outlined in yellow on Exhibit 2 to control vegetation by such means as are deemed necessary or reasonable by LCG to maintain anticipated flood volumes and drainage associated with flood control improvements; and

- (v) GRANTOR and its lessees and invitees shall have the right to utilize the Servitude Lands for any legal activity so long as such use does not interfere with LCG's rights under this Agreement. These legal activities include but are not limited to agricultural farming, cattle or other livestock grazing and production, crawfishing or other commercial activity or activities, oil, gas or other mineral mining, exploration, drilling, production, storage or other oil, gas and/or mineral activity or activities, buried pipeline activities, and/or fishing, hunting and/or trapping of game and/or unprotected animals and/or birds, camping, horseback riding or other recreational activity or activities.
- (vi) On an annual basis, beginning with the 2021 tax year and continuing each year thereafter for so long as any of the servitudes granted by this Agreement remain in effect, LCG will pay to GRANTOR'S REPRESENTATIVE an amount equal to the ad valorem taxes assessed against the Servitude Lands. Within thirty (30) days of the date on which GRANTOR receives its annual ad valorem tax notice for the Property (the "Annual Notice"), GRANTOR'S REPRESENTATIVE shall deliver a copy of the Annual Notice to LCG. Within thirty (30) days of the date on which LCG receives the Annual Statement, LCG shall deliver to GRANTOR'S REPRESENTATIVE an amount equal to the amount of ad valorem taxes attributable to the Servitude Lands. For the purposes of this Agreement, the ad valorem taxes attributable to the Servitude Lands shall be deemed to be the amount assessed for the portion of the Property classified as "marshland."
- (J) GRANTOR certifies to LCG that the persons and/or entities executing this Agreement as Grantor constitute all of the co-owners of the Servitude Lands.
- (K) This Agreement may be executed and delivered in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- (L) Notwithstanding anything in this Agreement to the contrary, LCG shall not be deemed to be in default or breach of any of its obligations to GRANTOR under this Agreement unless and until GRANTOR shall have provided LCG with written notice specifying in detail the alleged default or breach and LCG shall not have commenced activities designed to cure such default or breach within sixty (60) days after its receipt of said written notice and continues such activities thereafter without interruption or cessation until such default or breach is cured.
- (M) RELEASE; INDEMNITY.
 - (i) LCG agrees to protect, defend, indemnify and hold harmless GRANTOR against any and all claims, demands, suits, judgments or awards for personal injury or bodily injury, death, property damage and/or loss of any kind by:
 - (a) GRANTOR, their employees, tenants, agents, representatives, and/or their contractors or sub-contractors or their employees, agents or representatives; and
 - (b) LCG, LCG'S employees, agents, representatives, and/or LCG'S contractors or sub-contractors, or LCG'S employees, agents or representatives; and
 - (c) Any and all other third parties, their employees, agents, representatives, and/or their contractors or sub-contractors, or their employees, agents or representatives,

which arises out of, results from, or is in any way connected with LCG's work, operations or LCG's acts, activities or presence on the Servitude Lands as a result of this Agreement.
 - (ii) GRANTOR hereby releases LCG from any and all liability arising from or relating to any claims for damage to any of GRANTOR's improvements on the Servitude Lands arising from or related to any flooding of the Servitude Lands, to the extent such flooding is permitted by this Agreement. GRANTOR shall defend, indemnify and hold LCG harmless from and against any claims asserted against LCG by GRANTOR or any third person claiming by or through GRANTOR, including GRANTOR's lessees, tenants, agents or invitees, arising from or relating to any flooding of the Servitude Lands, to the extent such flooding is permitted by this Agreement.
- (N) LCG may in the future commission a formal survey of the Servitude Lands for the purpose of preparing a plat of the Servitude Lands and generating legal descriptions of the various servitudes granted in this

Agreement by GRANTORS to LCG. In such event, each of the GRANTORS hereby irrevocably appoint the GRANTORS' REPRESENTATIVE as his, her or its agent and attorney in fact for the purpose of entering into an amendment of this Agreement with LCG for the purpose of adding legal descriptions and attaching a plat of said survey as an exhibit to this Agreement.

- (O) The servitudes herein granted, and the duties, obligations and liabilities hereby imposed (a) are made for the direct, mutual and reciprocal benefit or burden of the immovable property affected, (b) will constitute covenants running with the Servitude Lands, and (c) will be binding upon and inure to the benefit of, GRANTORS and LCG and their respective successors, transferees, tenants, employees, agents, customers, licensees and invitees.
- (P) Remedies and Enforcement.
- (i) In the event of a breach or threatened breach by either party of any of the terms, covenants, restrictions or conditions of this Agreement, either party shall be entitled forthwith to full and adequate relief by injunction (without the requirement of posting security therefor) and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.
- (ii) The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.
- (Q) Miscellaneous.
- (i) No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.
- (ii) Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.
- (iii) Each provision of this Agreement and the application thereof to the Servitude Lands are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared.
- (iv) The laws of the State of Louisiana shall govern the interpretation, validity, performance, and enforcement of this Agreement.
- (v) GRANTORS and LCG, within twenty (20) day of its receipt of a written request from the other, shall from time to time provide the requesting party, a certificate binding upon such party stating: (a) to the best of such party's knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.
- (vi) Any mortgage or deed of trust affecting any portion of the Servitude Lands or a leasehold interest therein shall at all times be subject and subordinate to the terms of this Agreement, and any party foreclosing any such mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee sale, shall acquire title subject to all the terms and conditions of this Agreement.
- (R) GRANTORS' REPRESENTATIVE. Each GRANTOR hereby appoints Richard D. Chappuis, III (the "GRANTORS' REPRESENTATIVE") as agent and attorney-in-fact for each such GRANTOR, for and on behalf of each such GRANTOR, with full power and authority to represent each GRANTOR and such GRANTOR's successors and assigns with respect to all matters arising under this Agreement, and all actions taken by the GRANTORS' REPRESENTATIVE under this Agreement will be binding upon each such GRANTOR and such GRANTOR's successors and assigns as if expressly ratified and confirmed in writing by each of them. Without limiting the generality of the foregoing, the GRANTORS' REPRESENTATIVE shall have full power and authority, on behalf of each GRANTOR and such GRANTOR's successors and assigns, to interpret the terms and provisions of this Agreement, to receive any and all notices sent pursuant to this Agreement, to execute any consent, waiver or other document contemplated under this Agreement, to negotiate and compromise any dispute that may arise under this Agreement, and to sign any releases or other documents with respect to any such dispute. Each GRANTOR will be deemed a party or a signatory to any

agreement, document, instrument, or certificate executed by the GRANTORS' REPRESENTATIVE on behalf of such GRANTOR. In the event the GRANTORS' REPRESENTATIVE designated above is, for any reason, unwilling or unable to serve as GRANTORS' REPRESENTATIVE, GRANTOR shall, within sixty (60) days of such event, appoint a new GRANTORS' REPRESENTATIVE and shall provide LCG with written notice of the name of the new GRANTORS' REPRESENTATIVE, along with the physical address, telephone number and email address of such new GRANTORS' REPRESENTATIVE.

- (S) Notices. All notices and other communications required or permitted under this Agreement must be in writing and will be deemed to have been duly given and received (a) when delivered in person, (b) when dispatched by electronic facsimile transfer (with confirmation of receipt), (c) when dispatched by electronic mail (with confirmation of receipt), (d) one business day after having been dispatched by a nationally recognized overnight courier service, or (e) five business days after being sent by registered or certified mail, return receipt requested, postage prepaid, to the appropriate party at the address, facsimile number or email address specified below:

If to the GRANTORS' REPRESENTATIVE, on behalf of the GRANTORS:

Name: Richard D. Chappuis, III
 Physical Address: 300 Trailwood Lane
 Lafayette, LA 70508
 Email Address: rick.chappuis@home24bank.com

If to LCG:

Lafayette City-Parish Consolidated Government
 Attn: Mayor-President
 P. O. Box 4017-C
 Lafayette, LA 70502
 Facsimile Number: 337-291-8399
 Email Address: mayorpresidentsoffice@LafayetteLA.gov

With a copy to:

Lafayette City-Parish Consolidated Government
 Attn: City-Parish Attorney
 P. O. Box 4017-C
 Lafayette, LA 70502
 Email Address: The email address specified for the current city-parish attorney as set forth on www.lafayettela.gov/legal

Any party may change its physical address or email address for the purposes of this Agreement by giving written notice as provided herein.

**[Remainder of Page Intentionally Left Blank –
 Signature Pages and Exhibits Follow]**

SWORN TO AND SUBSCRIBED BEFORE ME, and in the presence of the undersigned, competent witnesses, this 4th day of August, 2021.

WITNESSES:

Elita Romero
Name: ELITA ROMERO
(Please Print)

Elizabeth M. LeBlanc
Name: Elizabeth M. LeBlanc
(Please Print)

GRANTOR:

Richard D. Chappuis, III
Richard D. Chappuis, III

Bette N. Spell
NOTARY PUBLIC in and for Lafayette Parish, Louisiana

Printed Name: _____
Notary ID or La. Bar Roll Number: _____
My Commission Expires: _____
BETTE N. SPELL
Notary Public ID 065490
Lafayette Parish Louisiana
Lifetime Commission

SWORN TO AND SUBSCRIBED BEFORE ME, and in the presence of the undersigned, competent witnesses, this 4th day of August, 2021.

WITNESSES:

Elita Romero
Name: ELITA ROMERO
(Please Print)

Elizabeth M. LeBlanc
Name: Elizabeth M. LeBlanc
(Please Print)

GRANTOR:

Richard D. Chappuis, Jr.
Richard D. Chappuis, Jr.

Bette N. Spell
NOTARY PUBLIC in and for Lafayette Parish, Louisiana

Printed Name: _____
Notary ID or La. Bar Roll Number: _____
My Commission Expires: _____
BETTE N. SPELL
Notary Public ID 065490
Lafayette Parish Louisiana
Lifetime Commission

SWORN TO AND SUBSCRIBED BEFORE ME, and in the presence of the undersigned, competent witnesses, this 4th day of August, 2021.

WITNESSES:

Elita Romero
Name: ELITA ROMERO
(Please Print)

Elizabeth M. LeBlanc
Name: Elizabeth M. LeBlanc
(Please Print)

GRANTOR:

Bella Elisabeth Chappuis Kraft
Bella Elisabeth Chappuis Kraft

Bette N. Spell
NOTARY PUBLIC in and for Lafayette Parish, Louisiana

Printed Name: _____
Notary ID or La. Bar Roll Number: _____
My Commission Expires: _____
BETTE N. SPELL
Notary Public ID 065490
Lafayette Parish Louisiana
Lifetime Commission

SWORN TO AND SUBSCRIBED BEFORE ME, and in the presence of the undersigned, competent witnesses, this 2nd day of August, 2021.

WITNESSES:

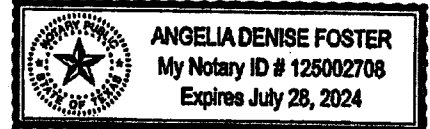
Helen Mesothoane
Name: Helen Mesothoane
(Please Print)

Julia O'Boyle
Name: Julia O'Boyle
(Please Print)

GRANTOR:

Elise Lockett Chappuis Danner
Elise Lockett Chappuis Danner

Angelia Denise Foster
NOTARY PUBLIC in and for Texas
Printed Name: Angelia Denise Foster
Notary ID or La. Bar Roll Number: 125002708 (TX)
My Commission Expires: 7-28-2024



SWORN TO AND SUBSCRIBED BEFORE ME, and in the presence of the undersigned, competent witnesses, this 4th day of August, 2021.

WITNESSES:

Elita Romero
Name: ELITA ROMERO
(Please Print)

Elizabeth M. LeBlanc
Name: Elizabeth M. LeBlanc
(Please Print)

GRANTOR:

Cameron Charles Chappuis
Cameron Charles Chappuis

Bette N. Spell

NOTARY PUBLIC in and for Lafayette Parish, Louisiana

Printed Name: _____

Notary ID or La. Bar Roll Number: _____

My Commission Expires: _____



BETTE N. SPELL
Notary Public ID 065490
Lafayette Parish Louisiana
Lifetime Commission

SWORN TO AND SUBSCRIBED BEFORE ME, and in the presence of the undersigned, competent witnesses, this 4th day of August, 2021.

WITNESSES:

Elita Romero
Name: ELITA ROMERO
(Please Print)

Elizabeth M. LeBlanc
Name: Elizabeth M. LeBlanc
(Please Print)

GRANTOR:

Elisabeth Ransome Kraft Cortez
Elisabeth Ransome Kraft Cortez

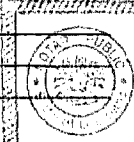
Bette N. Spell

NOTARY PUBLIC in and for Lafayette Parish, Louisiana

Printed Name: _____

Notary ID or La. Bar Roll Number: _____

My Commission Expires: _____



BETTE N. SPELL
Notary Public ID 065490
Lafayette Parish Louisiana
Lifetime Commission

SWORN TO AND SUBSCRIBED BEFORE ME, and in the presence of the undersigned, competent witnesses, this 4th day of August, 2021.

WITNESSES:

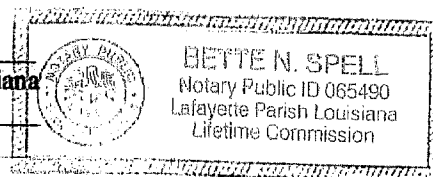
Elita Romero
Name: ELITA ROMERO
(Please Print)

Elizabeth M. LeBlanc
Name: Elizabeth M. LeBlanc
(Please Print)

GRANTOR:
RICHARD CHAPPUIS, JR. IN HIS
CAPACITY AS TRUSTEE OF THE JOHN
NICKERSON CHAPPUIS CHILDRENS
INTER VIVOS TRUST NO. 1

[Signature]
Richard Chappuis, Jr., Trustee

Bette N. Spell
NOTARY PUBLIC in and for Lafayette Parish, Louisiana
Printed Name: _____
Notary ID or La. Bar Roll Number: _____
My Commission Expires: _____



SWORN TO AND SUBSCRIBED BEFORE ME, and in the presence of the undersigned, competent witnesses, this 3rd day of August, 2021.

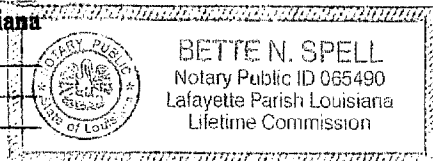
WITNESSES:

Elita Romero
Name: ELITA ROMERO
(Please Print)

Elizabeth M. LeBlanc
Name: Elizabeth M. LeBlanc
(Please Print)

GRANTOR:
[Signature]
John Nickerson Chappuis

Bette N. Spell
NOTARY PUBLIC in and for Lafayette Parish, Louisiana
Printed Name: _____
Notary ID or La. Bar Roll Number: _____
My Commission Expires: _____



SWORN TO AND SUBSCRIBED BEFORE ME, and in the presence of the undersigned, competent witnesses, this 31st day of July, 2021.

WITNESSES:

Susan M Peterson
Name: SUSAN M. PETERSON
(Please Print)

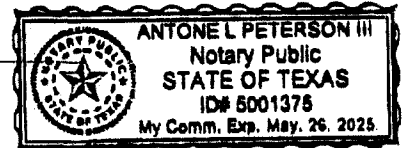
William P. Hall
Name: WILLIAM P. HALL
(Please Print)

GRANTOR:

HUEY C. KEENEY, SR. MANAGEMENT COMPANY L.L.C.

By: Randolph V. Keeney
Printed Name: RANDOLPH V. KEENEY
Title: PRESIDENT AND MANAGER

Antone L. Peterson III
NOTARY PUBLIC in and for STATE OF TEXAS
Printed Name: ANTONE L. PETERSON III
Notary ID or La. Bar Roll Number: 5001375
My Commission Expires: 5/26/2025



SWORN TO AND SUBSCRIBED BEFORE ME, and in the presence of the undersigned, competent witnesses, this 31st day of JULY, 2021.

WITNESSES:

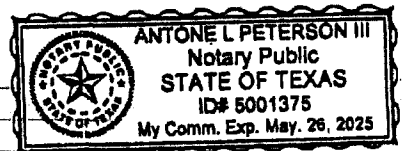
Susan M Peterson
Name: SUSAN M. PETERSON
(Please Print)

William P. Hall
Name: WILLIAM P. HALL
(Please Print)

GRANTOR:

Randolph Vennard Keeney
Randolph Vennard Keeney

Antone L. Peterson III
NOTARY PUBLIC in and for STATE OF TEXAS
Printed Name: ANTONE L. PETERSON III
Notary ID or La. Bar Roll Number: 5001375
My Commission Expires: 5/26/2025



SWORN TO AND SUBSCRIBED BEFORE ME, and in the presence of the undersigned, competent witnesses, this 31st day of July, 2021.

WITNESSES:

Susan M Peterson
Name: SUSAN M. PETERSON
(Please Print)

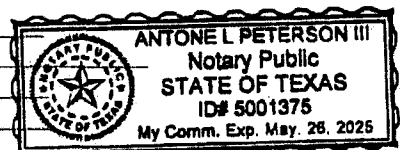
William P. Hall
Name: WILLIAM P. HALL
(Please Print)

GRANTOR:

HCKJR PROPERTIES, LLC

By: Randolph V. Keeney
Printed Name: RANDOLPH V. KEENEY
Title: PRESIDENT AND MANAGER

Antone L. Peterson III
NOTARY PUBLIC in and for STATE OF TEXAS
Printed Name: ANTONE L. PETERSON III
Notary ID or La. Bar Roll Number: 5001375
My Commission Expires: 5/26/2025



SWORN TO AND SUBSCRIBED BEFORE ME, and in the presence of the undersigned, competent witnesses, this _____ day of _____, 2021.

WITNESSES:

**LAFAYETTE CITY-PARISH
CONSOLIDATED GOVERNMENT**

Name: _____
(Please Print)

By: _____
Joshua S. Guillory,
Mayor-President

Name: _____
(Please Print)

NOTARY PUBLIC in and for Lafayette Parish, Louisiana
Printed Name: _____
Notary ID or La. Bar Roll Number: _____
My Commission Expires: _____

EXHIBIT "A" TO SERVITUDE AGREEMENT

LIST OF EXISTING SERVITUDES

1. Any and all valid and subsisting servitudes of record in Lafayette Parish, Louisiana in any way affecting or relating to the Servitude Lands or any portion thereof, including but not limited to the following:
 - A. Agreement with the Lafayette Airport Commission regarding Runway 21 Clear Zone recorded at File No. 07-007856 in the records of the Lafayette Parish Clerk of Court.
 - B. Agreement with United Gas Pipe Line Company executed November 12, 1969 and recorded at File No. 547763 and File No. 547765 in the records of the Lafayette Parish Clerk of Court.
2. Any and all valid and subsisting servitudes in any way affecting or relating to the Servitude Lands or any portion thereof, which are visible or apparent on the ground.
3. Any other valid and subsisting unrecorded servitudes actually known to Grantor and specifically identified by Grantor below:

EXHIBIT NO. 1 TO SERVITUDE AGREEMENT

AERIAL PHOTOGRAPH GENERALLY IDENTIFYING PROPERTY BOUNDARY

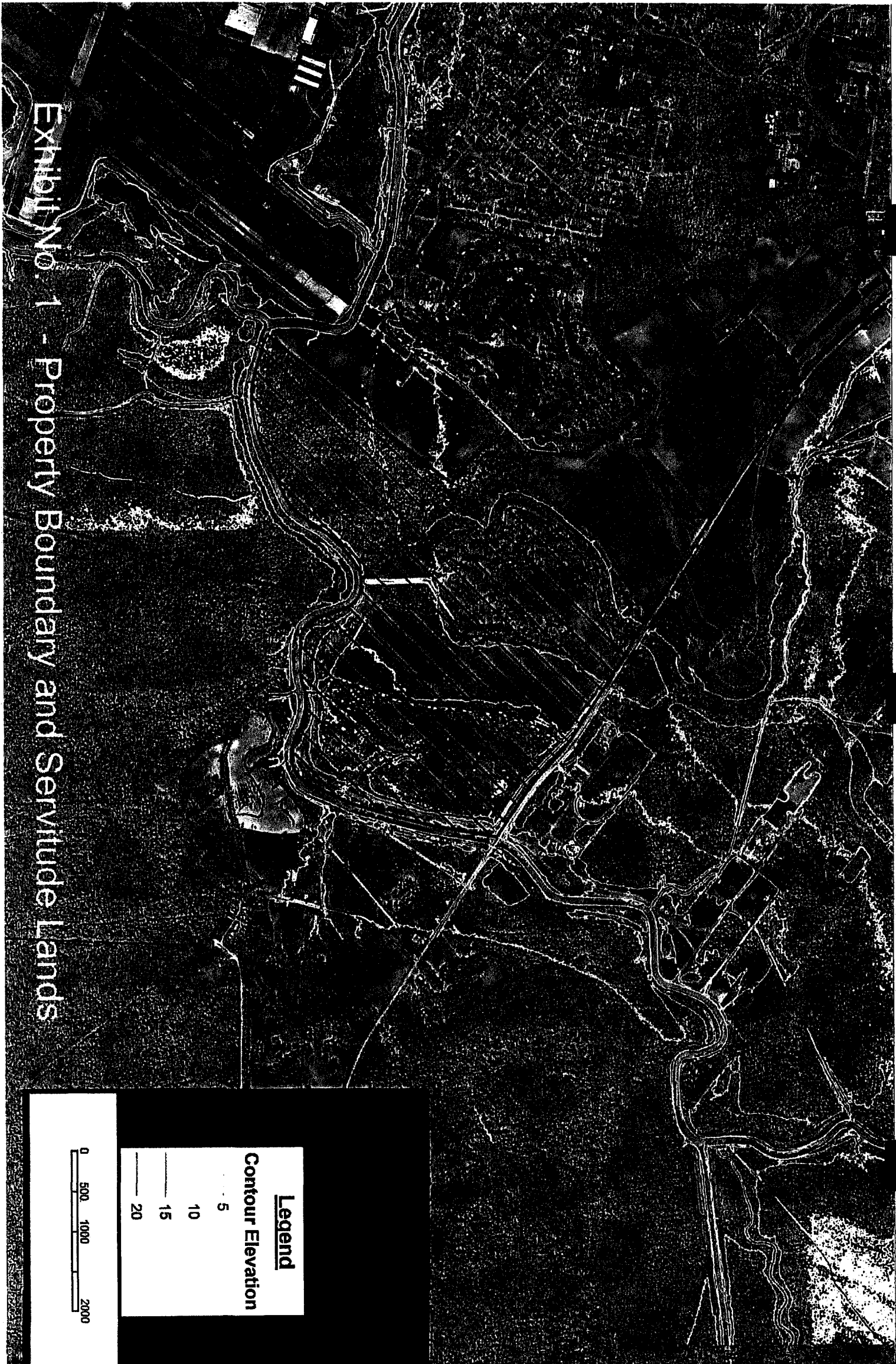


Exhibit No. 1 - Property Boundary and Servitude Lands

Legend
Contour Elevation
5
10
15
20



EXHIBIT NO. 2 TO SERVITUDE AGREEMENT

AERIAL PHOTOGRAPH IDENTIFYING VEGETATIVE CONTROL AREAS



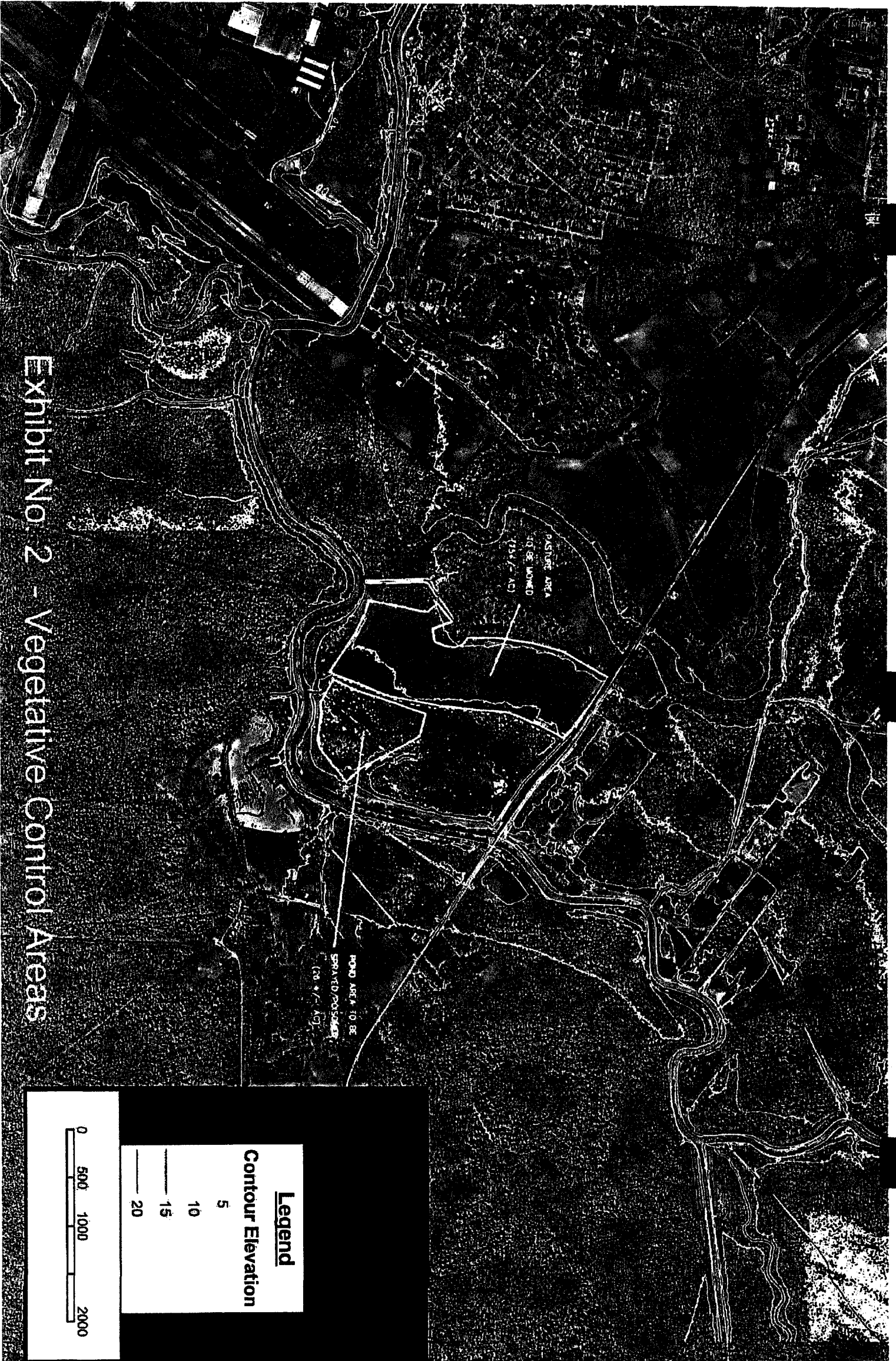


Exhibit No. 2 - Vegetative Control Areas

Legend

Contour Elevation

- 5
- 10
- 15
- 20

EXHIBIT NO. 3 TO SERVITUDE AGREEMENT

AERIAL PHOTOGRAPH IDENTIFYING DETENTION PHASE I AREAS

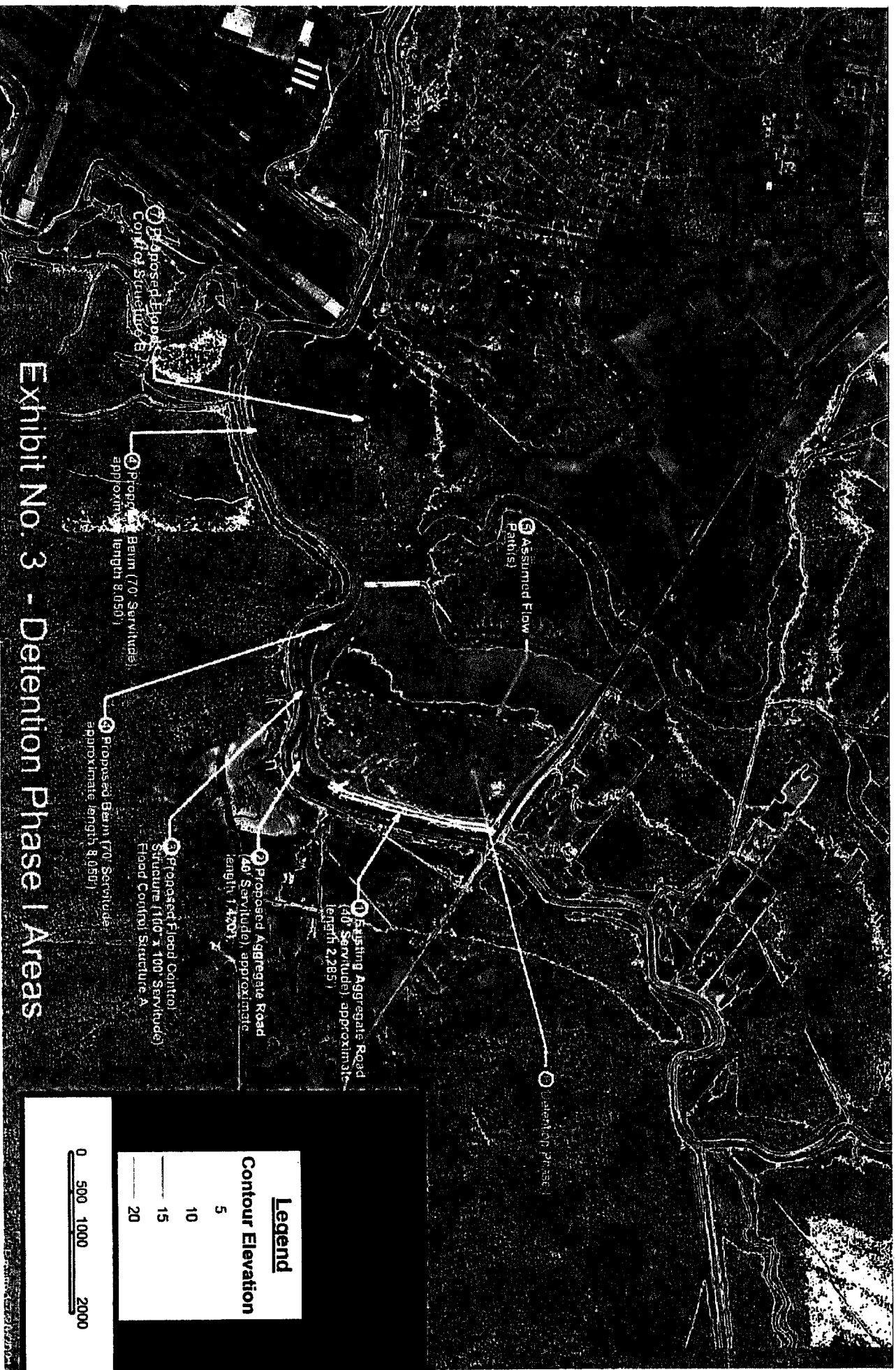


Exhibit No. 3 - Detention Phase I Areas

EXHIBIT NO. 4 TO SERVITUDE AGREEMENT

AERIAL PHOTOGRAPH IDENTIFYING DETENTION PHASE II AREAS

(SEE ATTACHED)

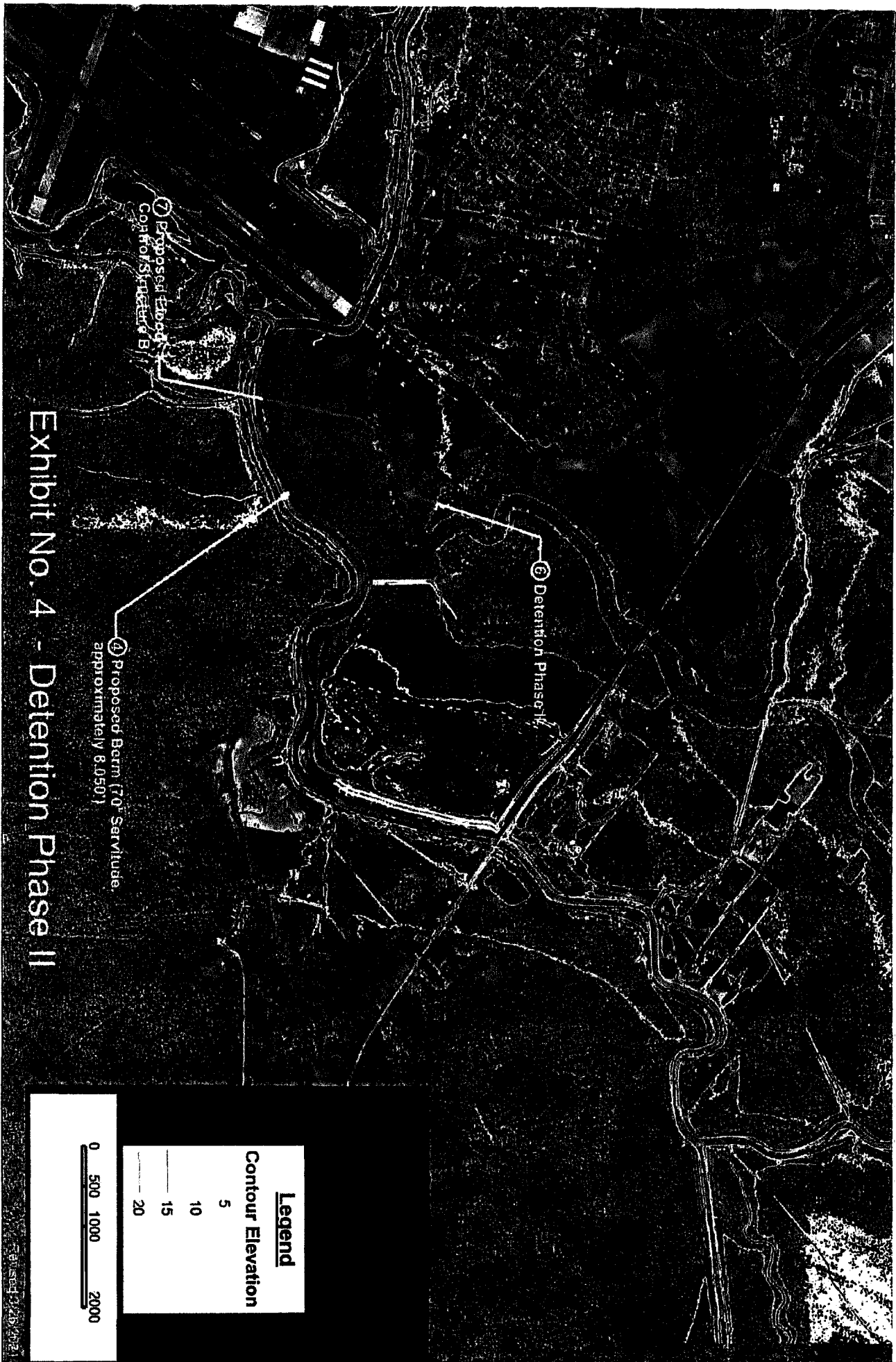


Exhibit No. 4 - Detention Phase II

JOINT ORDINANCE NO. JO- -2021

**A JOINT ORDINANCE OF THE LAFAYETTE CITY COUNCIL AND THE
LAFAYETTE PARISH COUNCIL AUTHORIZING THE ACQUISITION
OF A SERVITUDE OVER IMMOVABLE PROPERTY NEEDED IN
CONNECTION WITH THE STORM WATER MANAGEMENT PROJECT
AND TO PROVIDE FOR MATTERS RELATED THERETO**

BE IT ORDAINED by the Lafayette City Council and the Lafayette Parish Council, that:

WHEREAS, pursuant to Joint Ordinance No. JO-080-2020, the Lafayette Parish Council and the Lafayette City Council declared the construction of a comprehensive Stormwater Management Project (hereinafter referred to as "Project") a public necessity;

WHEREAS, the public purpose to be served by the Project is to provide for improvement of drainage, as well as, protection and public safety from flooding in the City and Parish of Lafayette; and

WHEREAS, Joint Ordinance No. JO-080-2020 broadly identified the Project limits to include, but not be limited to, the Bayou Vermilion (W-34), as identified on the Official Drainage Map of Lafayette Parish, Louisiana, a copy of which was attached as Exhibit "A" to Joint Ordinance No. JO-080-2020;

WHEREAS, as part of the aforesaid Project, Lafayette City-Parish Consolidated Government ("LCG") desires to improve, maintain and/or repair existing flood control structures on certain immovable property located in Lafayette Parish, bordered by Lake Martin Road and the Vermilion River as outlined in black and marked with black parallel lines on Exhibit "1" to the Servitude Agreement attached as Exhibit "A" hereto and incorporated herein by reference (hereinafter, the "Servitude Lands") and to construct and/or maintain on the Servitude Lands a new flood control structure and one or more discharge pipes into Bayou Vermilion, an aggregate road to access the flood control structure and discharge pipe and a levee running parallel to the Bayou Vermilion from the flood control structure to the western property line of the Servitude Lands and the construction and subsequent maintenance of a berm along the western property line of the Servitude Lands adjacent to property owned by LCG (collectively, the "Flood Control Improvements");

WHEREAS, the Flood Control Improvements have been deemed a public necessity and in the best interest of the public as an integral part of the aforesaid Stormwater Management Project.

WHEREAS, LCG and the owners of the Servitude Lands required for the construction of the Flood Control Improvements (the "Landowners") have agreed to a servitude agreement pursuant to which the construction and implementation of the Flood Control Improvements may

proceed (the "Servitude Agreement") on the terms and conditions set forth therein. A copy of the Servitude Agreement is attached as Exhibit "B" hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT FURTHER ORDAINED by the Lafayette City Council and the Lafayette Parish Council, that:

SECTION 1: All of the aforescribed "Whereas" clauses are adopted as part of this ordinance.

SECTION 2: The Lafayette Mayor-President on behalf of the Lafayette City-Parish Consolidated Government and for the benefit of the City of Lafayette and the Parish of Lafayette is hereby authorized and directed to execute the Servitude Agreement substantially in the form of Exhibit "A" attached hereto and incorporated herein by reference, but with such modifications or revisions as he shall deem appropriate, and to take any and all action necessary or advisable in connection therewith and in the best interests of the Lafayette City-Parish Consolidated Government.

SECTION 3: All ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed.

SECTION 4: EFFECTIVE DATE. After first having been adopted by a majority of the authorized membership of both the Lafayette Parish Council and the Lafayette City Council, this Joint Ordinance shall become effective upon signature of this Joint Ordinance by the Lafayette Mayor-President, the elapse of ten (10) days after receipt by the Lafayette Mayor-President without signature or veto, or upon override of a veto, whichever occurs first.

* * * * *



Jo-056-2021

RECEIVED

AUG 20 2021

Lafayette Consolidated Government
Chief Administrative Officer

Internal Memorandum

Public Works Department
Office of the Director (5200)

TO: Cydra Wingerter

DATE: August 20, 2021

FROM: Chad Nepveaux

SUBJECT: Stormwater Management Project
Agenda Item

The attached ordinance allows for LCG to enter into a Servitude Agreement in order to improve, maintain and/or repair existing flood control structures as outlined in the attached exhibits. The Flood Control Improvements have been deemed a public necessity and in the best interest of the public as an integral part of the aforesaid Stormwater Management Project.

If you concur, please place on the next available Joint Council agenda.

A handwritten signature in black ink, appearing to read "Chad Nepveaux", written over a horizontal line.

Chad Nepveaux
Director of Public Works

pah

Attachment:

c: Pam Hollier
Scott Joubert
Project File #1727

LAFAYETTE CITY-PARISH COUNCIL MEETING

AGENDA ITEM SUBMITTAL FORM

1) JUSTIFICATION FOR REQUEST: A joint ordinance of the Lafayette City Council and the Lafayette Parish Council authorizing the acquisition of a servitude over immovable property needed in connection with the Storm Water Management Project and to provide for matters related thereto

2) ACTION REQUESTED: Adoption of Ordinance

3) COUNCIL DISTRICT(S) (if applicable): _____

If this involves a budget revision, please complete a budgetary revision form.

4) REQUESTED ACTION OF COUNCIL:

A) INTRODUCTION: September 7, 2021

B) FINAL ADOPTION: September 21, 2021

5) DOCUMENTATION INCLUDED WITH THIS REQUEST:

A) Cover letter (1 page)

B) Agenda Submittal Form (1 page)

C) Ordinance (2 pages)

D) Exhibit "A" (22 pages)

6) FISCAL IMPACT:

_____ Fiscal Impact (Explain)


X No Fiscal Impact

RECOMMENDED BY:



DIRECTOR OF PUBLIC WORKS

APPROVED FOR AGENDA:



CHIEF ADMINISTRATIVE OFFICER

DISPOSITION OF ORDINANCE NO. JO-056-2021

1. This ordinance was introduced: September 7, 2021
YEAS: Tabor, K. Naquin, Carlson, Guilbeau, Rubin
NAYS: None
ABSENT: None
ABSTAIN: None

Final disposition by **Parish Council**:
September 21, 2021
YEAS: Tabor, K. Naquin, Carlson, Guilbeau, Rubin
NAYS: None
ABSENT: None
ABSTAIN: None

This ordinance was introduced:
YEAS: Lewis, A. Naquin, Hebert, Cook, Lazard
NAYS: None
ABSENT: None
ABSTAIN: None

Final disposition by **City Council**:
YEAS: Lewis, A. Naquin, Hebert, Cook, Lazard
NAYS: None
ABSENT: None
ABSTAIN: None

2. Notice of Public Hearing: This ordinance was published by Title and Notice of Public Hearing was published in the Advertiser on September 10, 2021.

3. This ordinance was presented to the Mayor-President for approval on September 32, 2021, at 10:45 o'clock a.m.


CLERK OF THE COUNCIL

4. Disposition by Mayor-President:

I hereby:

A. Approve this ordinance, the 29 day of SEPTEMBER, 2021, at 9:40 o'clock a.m.

B. Veto this ordinance, the _____ day of _____, 2021, at _____ o'clock ____m., veto message is attached.

C. Line item veto certain items this _____ day of _____, 2021, at _____ o'clock ____m., veto message is attached.


MAYOR-PRESIDENT

5. Returned to Council Office ~~with~~ without veto message on October 1, 2021, at 3:30 o'clock p.m.

6. Reconsideration by Council (if vetoed):

On _____, 2021, the Councils did/refused to adopt this ordinance after the Mayor-President's veto.

7. Returned to the Council Office without signature of Mayor-President (*unsigned*) on _____, 2021, at _____ o'clock ____m.

If not signed or vetoed by the Mayor-President, and ten days have elapsed since this ordinance was presented to him for action, same has been automatically approved.


CLERK OF THE COUNCIL

8. Full publication of this ordinance was made in the Advertiser on September 24, 2021.