

UTILITY SERVITUDE

STATE OF LOUISIANA

PARISH OF IBERIA

BE IT KNOWN that on the date(s) stated below, before the undersigned Notary or Notaries Public, and in the presence of the undersigned witnesses, PERSONALLY CAME AND APPEARED:

(hereinafter referred to as "GRANTOR"),

who declared that for a price and sum equal to \$1.00 per linear front foot occupied by each utility company utilizing this servitude and in consideration of the work being carried on for the benefit of the public and in conjunction with the widening and improvement of Canal Street (La. Highway 671), and under the covenants, warranties, conditions, stipulations and mutual agreements set forth in this document, GRANTOR does hereby irrevocably give, grant, sell, confirm, transfer and deliver, unto the CITY OF JEANERETTE, Iberia Parish, Louisiana, its contractors, subcontractors, employees and assigns, represented herein by Arthur L. Verret, Mayor, (hereinafter referred to as "GRANTEE"), duly authorized to act on behalf of GRANTEE, who does hereby accept and dedicate such transfer to the public for the establishment and maintenance of a utility corridor, servitude, easement and right-of-way (the "UTILITY SERVITUDE") on, over, under, and across the property of GRANTOR. It is understood that the UTILITY SERVITUDE shall follow the property line of GRANTOR's property that fronts Canal Street (the "GRANTOR'S PROPERTY"), IN THE LOCATION AND DIMENSIONS MORE PARTICULARLY SHOWN ON EXHIBIT A .

This perpetual and exclusive grant and dedication of the UTILITY SERVITUDE is conditioned upon GRANTEE assuming the obligation of maintaining and policing the UTILITY SERVITUDE and shall be effective only upon acceptance by the GRANTEE of this grant and dedication under the terms, covenants and conditions above recited. It is the intent of GRANTEE to insure the orderly and least burdensome development and control of utilities along the entire limits of Canal Street, including the GRANTOR'S property, and to foster full availability of utilities for landowners, including GRANTOR, successors and assigns, along Canal Street. The UTILITY SERVITUDE will allow GRANTEE to orderly develop, maintain and manage utilities on the GRANTOR'S property and otherwise along Canal Street in a manner that will minimize construction damages and enhance the value of property subject to the utility servitude through readily available and well-managed utilities for landowner usage.

GRANTEE shall have the right to assign or permit the use of such UTILITY SERVITUDE area to any third party utility provider, in accordance with City of Jeanerette Code of Ordinances Part 10, Chapter 6, Sections 10-6001 et seq., which provider shall (as one of the conditions of assignment or permit) cause the UTILITY SERVITUDE to be properly manned, constructed in place, and an as built record of improvements constructed pursuant thereto kept on file in the records of the City of Jeanerette.

- (1) GRANTOR shall retain all oil, gas and mineral rights in, on and under the UTILITY SERVITUDE.
- (2) GRANTOR shall not construct nor permit any permanent structure or obstruction on or over the UTILITY SERVITUDE that will interfere with the construction, improvement, maintenance and inspection of utilities under, on or over the Servitude Area.
- (3) GRANTOR will have the right to construct driveways, sidewalks and parking areas over the UTILITY SERVITUDE ("SERVITUDE IMPROVEMENTS"), providing that no damage is done to underground facilities during construction or use of the Servitude Improvements. It is further understood and agreed upon between the parties that in the event GRANTEE or its assigns require future access to their underground facilities for maintenance or upgrade work, that no liability to GRANTOR will be incurred if GRANTEE, or GRANTEE's

permitees or assigns, is required to damage GRANTOR's Servitude Improvements to perform such maintenance or upgrade work.

- (4) GRANTEE, its contractors, subcontractors, employees, permittees and assigns, shall have reasonable rights of ingress and egress over and across GRANTOR'S property to and from the UTILITY SERVITUDE, and all other reasonable rights and privileges necessary and convenient for the full use and enjoyment of the servitude granted, including the right to temporarily utilize GRANTOR'S property, if required, during construction, improvement, maintenance and inspection of facilities on or below GRANTOR'S Property.
- (5) After completion of any construction, maintenance or any other activity, GRANTEE will restore GRANTOR'S property, including the portion subject to the UTILITY SERVITUDE, to as near its original condition as practical.
- (6) GRANTEE further agrees to hold GRANTOR free and harmless and to indemnify GRANTOR from any and all claims for damages arising out of the construction, maintenance, operation, use, occupancy of, and access across and over GRANTOR'S property to and from, the UTILITY SERVITUDE, by GRANTEE, its employees, or by any third parties acquiring their rights through GRANTEE.
- (7) This UTILITY SERVITUDE is granted subject to any and all existing servitudes, easements, leases, etc., of record bearing on GRANTOR'S property and particularly to that portion encumbered by the UTILITY SERVITUDE.
- (8) GRANTOR specifically grants to GRANTEE the right to assign the rights herein granted in whole or in part, and the same should be divisible among two or more owners, as to any right or rights created hereunder, vesting in such assignee the ownership of one or more or a portion of the UTILITY SERVITUDE hereinabove granted, together with GRANTEE's rights of ingress and egress for the maintenance, repair, operation, replacement, removal of facilities. GRANTEE, in its discretion, may negotiate with third-party utility providers and will assign specific utility corridors to each, and will monitor their construction activities within the UTILITY SERVITUDE.
- (9) Any notice or other communication given under or with respect to this right-of-way grant by GRANTOR to GRANTEE shall be given by registered or certified mail addressed to GRANTEE at the following address:

City of Jeanerette
 City Hall
 1010 Main St.
 Jeanerette, LA; 70544

- (10) Any such notice by GRANTEE to GRANTOR shall be given by registered or certified mail addressed to GRANTOR at the following address:

THUS DONE AND PASSED by GRANTOR in _____, Louisiana,
 on the ____ day of _____, 2009 in the presence of the undersigned Notary and witnesses.

WITNESSES:

GRANTOR:

Sign: _____

Print: _____

Print: _____

Sign: _____

Print: _____

 NOTARY PUBLIC
 Print: _____

No. _____

THUS DONE AND PASSED by GRANTEE in Jeanerette, Louisiana, on the ____ day of _____, 2009 in the presence of the undersigned Notary and witnesses.

WITNESSES:

GRANTEE:
CITY OF JEANERETTE

Sign: _____

ARTHUR L. VERRET, MAYOR

Print: _____

Sign: _____

Print: _____

NOTARY PUBLIC
Print: _____
No. _____

[GRANTOR PROPERTY DESCRIPTION AND DESCRIPTION OF SERVITUDE TO BE ATTACHED WITH BOTH TO BE REVIEWED PRIOR TO EXECUTION BY GRANTOR]