

SERVITUDE AGREEMENT

THIS SERVITUDE AGREEMENT (this "**Agreement**") is executed, delivered and made effective as of this ____ day of _____, 2022 (the "**Effective Date**"), by and between **CITY OF THIBODAUX**, a municipal corporation ("**City**") and **J.B. LEVERT LAND COMPANY, LLC**, a Louisiana limited liability company ("**JBL**").

Background Information

A. JBL and the City each own certain parcels of real property located on the southwest corner of the intersection of N. Canal Blvd and Rienzi Drive in Thibodaux, Louisiana. A copy of a site plan that generally depicts the properties owned by each of the Parties is attached hereto and made a part hereof as **Exhibit A**.

B. JBL's parcel, containing approximately 2.107 acres, is more particularly described on **Exhibit B**, attached hereto and made a part hereof (the "**JBL Property**").

C. The City's parcel, which is located adjacent and south of the JBL Property, is more particularly described on **Exhibit C**, attached hereto and made a part hereof (the "**City Property**"; collectively, the JBL Property and the City Property are sometimes referred to as the "**Properties**" and individually sometimes as a "**Property**").

D. In order to provide for, among other things, the coordinated development and operation of the Properties, the Parties have agreed to grant to the other certain servitudes upon the terms and conditions specifically provided for herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, as set forth in the foregoing Background Information, and of the mutual promises herein set forth, and other good and valuable consideration paid, the Parties do hereby agree as follows:

ARTICLE I Servitudes

1.01. Ingress/Egress Servitude to JBL. Subject to the terms and conditions set forth in this Agreement, the City hereby grants and conveys to JBL and its successors and assigns (including without limitation JBL's employees, agents and customers), as a servitude appurtenant to the JBL Property, a non-exclusive predial servitude and right-of-way over the portions of the "**Critical Access Drive**" (as generally depicted on **Exhibit A**) located on the City's Property, for the purpose of pedestrian and vehicular ingress, egress, passage, and traffic upon, over, across, and through the Critical Access Drive, between the JBL Property and N. Canal Boulevard; provided however that no commercial delivery trucks shall be permitted to use the Critical Access Drive for delivery to the JBL Property. The City may not relocate or otherwise modify the Critical Access Drive without the prior written consent of JBL. The City hereby reserves the right to use the Critical Access Drive for all purposes that will not interfere with JBL's full enjoyment of the rights granted hereby.

1.02. Ingress/Egress Servitude to City. Subject to the terms and conditions set forth in this Agreement, JBL hereby grants and conveys to the City and their respective successors and

assigns, as a servitude appurtenant to the City Property, a non-exclusive predial servitude and right-of-way for the purpose of pedestrian and vehicular ingress, egress, passage, and traffic upon, over, across, and through the driveways, drive aisles and walkways on the JBL Property as they may exist or be modified, from time to time; provided however that no commercial delivery trucks shall be permitted to use the JBL Property for delivery to the City Property. JBL hereby reserves the right to use the foregoing servitude areas for all purposes that will not interfere with City's full enjoyment of the rights granted hereby.

1.03. No Cross-Parking Servitudes. This Agreement is not intended and shall not be interpreted to create cross-parking servitudes by or among the Properties and no such cross-parking servitudes shall be effective unless and until the cross-servitude is properly authorized by the owner of the JBL Property and the City Property.

1.04 Limited Temporary Closure. The City, JBL, and their respective tenants, successors, and/or assigns shall each have the sole and absolute right to temporarily close or barricade access to the other Party's Property as it may require during limited special events that may be held on the City Property (a "**Limited Temporary Closure**") upon written notice to the other Party. Any Limited Temporary Closure as provided herein shall be for no more than 24 hours and shall be considered an Obstruction Default if the closure extends more than 24 hours.

1.05 Extended Emergency Closure. In the event of an official emergency being declared in the City by the Governor or Parish President, either Party shall have the right to close the shared access in order to isolate any public operations or vehicle staging that may occur on the City Property. Such Extended Closure shall not be for any period longer than once the official declared emergency has been lifted.

ARTICLE II Maintenance Obligations and Obstruction Defaults

2.01. Property Maintenance. Each Party shall maintain its respective Property in a good, safe, clean, and sightly condition.

2.02 Obstruction Default. Notwithstanding anything to the contrary contained in this Agreement, in the event vehicular access to any Property is obstructed due to an obstruction on the other Property (such event, a "**Obstruction Default**"), any Party may notify the other Party by any means reasonable under the circumstances, including via email or telephone, of the Obstruction Default and demand that the Obstruction Default be remedied. If, after 24 hours after such notice has been provided, such Party has not (i) remedied the Obstruction Default or (ii) commenced to remedy the Obstruction Default and thereafter remedied such Obstruction Default within 24 hours, any Party shall have the right (but not the obligation) to remedy the Obstruction Default and shall be reimbursed by the Party causing the Obstruction Default for the reasonable costs for such remedy.

ARTICLE III Miscellaneous Provisions

3.01. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns (including successive, as well as immediate, successors and assigns) of the Parties.

3.02. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Properties are situated. For all litigation, disputes and controversies which may arise out of or in connection with this Agreement, the undersigned hereby waive the right to trial by jury and consent to the jurisdiction of the courts in the state in which the Properties are situated. In the event either party hereto brings or commences legal proceedings to enforce any of the terms of this Agreement, the successful party shall then be entitled to receive from the other party(s), in every such action commenced, a reasonable sum as attorneys' fees and costs, including all fees and costs incurred upon any appeals, to be fixed by the court in the same action.

3.03. Restoration. If, as a result of the exercise of any servitude rights created under this Agreement, a Party shall damage or disturb the improvements of another Party, the Party causing such damage or disturbance shall, at its sole expense, promptly repair or restore the Property of such other Party to, as nearly as possible, the condition existing prior to such damage or disturbance.

3.04. Duplicate Originals. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall constitute a single instrument. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

3.05. Article and Section Captions. The Article and Section captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, construction or meaning and are in no way to be construed as a part of this Agreement.

3.06. Severability. If any provision of this Agreement or the application of any provision to any Person or any circumstance shall be determined to be invalid or unenforceable, then such determination shall not affect any other provision of this Agreement or the application of said provision to any other Person or circumstance, all of which other provision shall remain in full force and effect.

3.07. Amendments in Writing. No change, amendment, termination or attempted waiver of any of the provisions of this Agreement shall be binding upon any Party unless in writing and signed by the Parties.

3.08. Agreement for Exclusive Benefit of Parties. The provisions of this Agreement are for the exclusive benefit of the Properties, the Parties (and their successors and assigns) and the Permittees of the Parties and not for the benefit of any other Persons, and this Agreement shall not be deemed to have conferred any rights, express or implied, upon any other Persons.

3.09. No Partnership, Joint Venture or Principal-Agency Relationship. Neither anything contained in this Agreement nor any acts of the Parties shall be deemed or construed by the Parties, or either of them, or by any third Person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between the Parties to this

Agreement.

3.10. Covenants Run With the Land. It is intended that the covenants, servitudes, agreements, promises and duties of each Party, as set forth in this Agreement, shall be construed as covenants and not as conditions and that all such covenants shall (subject to the provisions of Section 3.14 hereof) be enforceable against the covenantor and shall also run with the land or constitute equitable servitudes as between the Property of the respective covenantor, as the servient tenement, and the Property of the respective covenantee, as the dominant tenement. If a Property is subdivided and sold, any obligation or expense attributed to a subdivided parcel shall be deemed an expense of such subdivided parcel and the then owner thereof. Any owner of a Property which is the subject hereof may grant the benefit of, or allow the use of, any right, servitude or interest hereunder to any Permittee of any owner from time to time; provided that any such Permittee shall have no greater rights than its permittor and shall look solely to its permittor (or to such permittor's successors or assigns), in each case, for the enforcement of the provision of this Agreement.

3.11. No Merger. All of the provisions of this Agreement are for the mutual benefit and protection of the present and all future owners of the Properties; and if there should at any time be common ownership of any of the Properties, or any estate therein then it is the intention of the Parties that there be no merger into the respective fee simple estates of the rights and benefits and the obligations and burdens of this Agreement, but rather that such rights and benefits and such obligations and burdens shall be separately preserved for the benefit of all future owners of the fee simple estates in the Properties.

3.12. No Dedication. Nothing in this Agreement shall be deemed to constitute a gift, grant or dedication of any portion of the JBL Property or City Property to the general public or for any public purpose; provided that the Parties shall have the right to extend the benefit of any of the servitudes granted herein to any governmental unit, public body and/or utility company for the purpose of the construction, installation, operation, maintenance, repair, relocation, modification, extension or alteration of Utility Lines and related facilities, but such grant shall be subject to the terms and conditions hereof.

3.13. Termination of Liability Upon Transfer. If the owner of a Property should transfer its fee simple interest (or any portion thereof) in and ownership of such Property, then the obligation and liability of the transferor for the performance or breach of any covenant or provision contained in this Agreement, occurring after the date of such transfer, shall automatically be terminated; and the transferee, by the acceptance of the conveyance of such fee simple interest, shall automatically be deemed to have accepted, assumed and agreed to observe or perform all such covenants or provisions after the date of such transfer.

3.14. Definition of Certain Terms. The term "**Party**" means JBL or the City (or "**Parties**" shall mean JBL and the City collectively) and their respective successors and assigns.

3.15. Indemnification. Except for injuries, deaths, losses, damages, or other matters resulting from the acts or omissions of the claiming Party or its agents, employees, servants, contractors and licensees, each Party shall indemnify the other Party and save them harmless from and against all loss, liability, damage, actions, causes of action, or claims for injury, death, loss or damage of whatever nature to any person, property or business interest caused by or resulting from an act or omission of a Party or its agents, employees, servants, contractors or licensees arising out of a Party's use and occupancy of the other Party's Property, and from and

against any and all costs, expenses or liabilities (including reasonable fees of attorneys, paralegals, experts, court reporters and others) incurred by a Party in connection with any claim, action or proceeding in respect of any such loss, liability, damage or claim.

3.16. Defaults. If any Party (the "**defaulting Party**") should fail to observe any of the terms, conditions, restrictions or provisions of, or should fail to perform any of its covenants or obligations under this Agreement within a period of 30 days after the other Party (the "**non-defaulting Party**") has given to the defaulting Party written notice thereof, then the defaulting Party shall be in default under this Agreement; provided that if the obligation is of such a nature that the same cannot, with due diligence, be reasonably performed within such 30-day period, then such default shall be deemed to have been cured if the defaulting Party commences such performance within such 30-day period and thereafter undertakes and proceeds with due diligence to complete the same and does complete the same within a reasonable time. If a default has occurred and is not cured within the time period specified in this Section 3.18, then the non-defaulting Party shall have all of the rights and remedies afforded to it by law. Following the expiration of the applicable cure period, the non-defaulting Party may, at its election, cure any default of the defaulting Party under this Agreement; and if the non-defaulting Party should do so, then it shall be entitled to be reimbursed for all reasonable and documented costs and expenses expended by it in connection therewith.

3.17. Rights of Tenant. Notwithstanding anything to the contrary set forth anywhere in this Agreement, any Party may, pursuant to a written provision in any lease between such Party and such Party's tenant within either Property, nominate such tenant to act on behalf of such Party with respect to such Party's rights and responsibilities pursuant to this Agreement, and each Party (i) shall accept such tenant's performance of such Party's obligations pursuant to this Agreement with the same force and effect as though performed by such Party, and (ii) shall recognize such tenant as though it were the owner of such Property for all purposes, including, but not limited to, any obligations running to the benefit of such Party's Property. Such tenant may enforce directly any remedy available to such Party, in such tenant's name, the applicable Party's name, or both. Notwithstanding any such nomination of its tenant by a Party, such Party shall remain primarily liable for any and all obligations of such Party set forth herein.

3.18. Index of Exhibits. The following exhibits attached to this Agreement are hereby incorporated herein:

- Exhibit A – Site Plan
- Exhibit B – JBL Property Legal Description
- Exhibit C – City Property Legal Description

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, to be effective as of the date first above written.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]
Signature and Acknowledgment Pages Follow

SERVITUDE AGREEMENT
(JBL Signature and Acknowledgment Page)

THUS DONE AND SIGNED, on the ____ day of _____, 2022 in the presence of the undersigned competent witnesses, who sign with appearers and me, Notary, after due reading of the whole.

WITNESSES:

J.B. LEVERT LAND COMPANY, LLC,
a Louisiana limited liability company

By: _____

Name: _____

Its: _____

Notary Public
Notary No. _____
Commission expires: _____

[Seal]

SERVITUDE AGREEMENT
(City Signature and Acknowledgment)

THUS DONE AND SIGNED, on the _____ day of _____, 2022 in the presence of the undersigned competent witnesses, who sign with appearers and me, Notary, after due reading of the whole.

WITNESSES:

City of Thibodaux,
a municipal corporation

By: _____

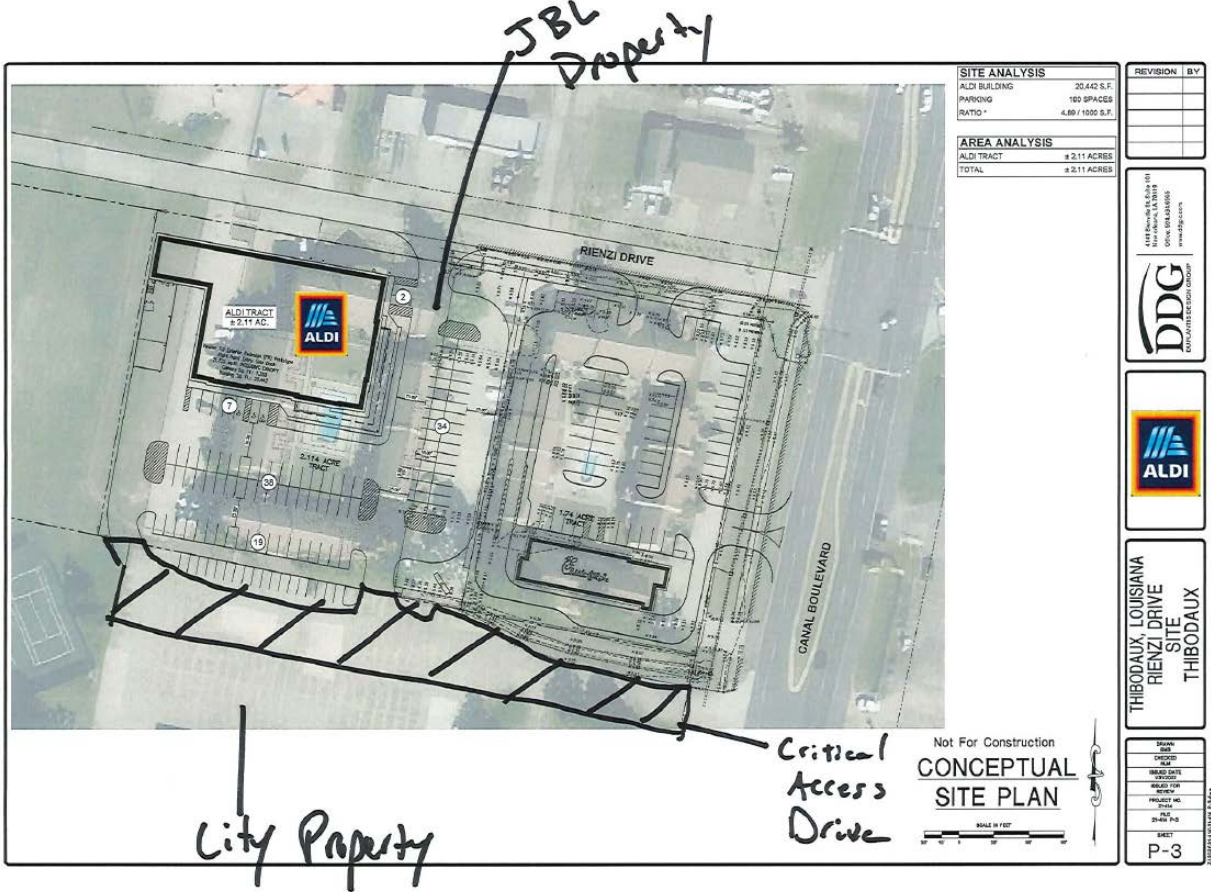
Name: _____

Its: _____

Notary Public
Notary No. _____
Commission expires: _____

[Seal]

EXHIBIT A
Site Plan



SITE ANALYSIS	
ALDI BUILDING	25,442 S.F.
PARKING	100 SPACES
RATIO*	4.89 / 1000 S.F.

AREA ANALYSIS	
ALDI TRACT	# 2.11 ACRES
TOTAL	# 2.11 ACRES

REVISION	BY

4411 KENNEDY BLVD, SUITE 101
BIRMINGHAM, AL 35205
DDG ENGINEERING GROUP



THIBODAUX, LOUISIANA
RIENZI DRIVE
SITE
THIBODAUX

DATE	BY	DESCRIPTION

SHEET
P-3

EXHIBIT B
JBL Property Legal Description

A certain tract or parcel of land situated in the City of Thibodaux, Parish of Lafourche, State of Louisiana, located in the Southeastern Land District West of the Mississippi River in Section 115, Township-15-South, Range-16-East, designated as "2.114 ACRE TRACT" and being more particularly described as follows:

Comencing at a Set 3/4 Inch Iron Rod located at the Intersection of the southern right of way line of Rienzi Drive and the western right of way line of North Canal Blvd, said 3/4 inch Iron Rod shall be designated as the "POINT OF COMMENCEMENT" and labeled "P.O.C.";

Then proceeding along the southern right of way line of Rienzi Drive at a bearing of North 79 degrees 39 minutes 52 seconds West a distance of 205.03 feet to a Set 3/4 inch Iron Rod which shall be designated as the "POINT OF BEGINNING" and labeled "P.O.B. 2";

Beginning from said "POINT OF BEGINNING" and proceeding at a bearing of South 11 degrees 23 minutes 30 seconds West a distance of 289.47 feet to a Set 3/4 inch Iron Rod;

Then, proceeding at a bearing of North 78 degrees 35 minutes 49 seconds West a distance of 318.81 feet to a Found 1 inch Iron Pipe;

Then, proceeding at a bearing of North 10 degrees 20 minutes 11 seconds East a distance of 283.50 feet to a Found 3/4 inch Iron Rod located on the southern right of way line of Rienzi Drive;

Then proceeding along the southern right of way line to Rienzi Drive at a bearing of South 79 degrees 39 minutes 52 seconds East a distance of 322.97 feet to a Set 3/4 inch Iron Rod designated as the "POINT OF BEGINNING" and labeled "P.O.B. 2".

Said property is shown on a survey plat prepared by Acadia Land Surveying, L.L.C., dated 3-25-19, and titled, "PLAT SHOWING RESUBDIVISION OF A 1.74 ACRE TRACT & A 1.73 ACRE TRACT INTO A 2.114 ACRE TRACT & A 1.364 ACRE TRACT BEING A PORTION OF RIENZI APARTMENTS LOCATED IN SECTION 115, TOWNSHIP 15 SOUTH - RANGE 16 EAST, CITY OF THIBODAUX, LAFOURCHE PARISH, LOUISIANA."

Said property contains 2.107 Acres or 91,761 Square Feet and is bounded to the North by Rienzi Drive to the South by City of Thibodaux Civic Center, to the West by a Tract of land owned by City of Thibodaux and to the East by A 1.371 ACRE TRACT.

EXHIBIT C
City Property Legal Description

A CERTAIN TRACT OF LAND located in Section 115 T 15 S – R 16 E, Parish of Lafourche, State of Louisiana, on the left descending bank of Bayou Lafourche and about one thousand (1000) feet therefrom, and more particularly described as follows:

Commencing at a point on the North right-of-way line of the Texas and Pacific Railroad spur, a distance of four hundred fourteen (414.0) feet from the east right-of-way line of Louisiana State Highway 20 (St. Patrick Highway);

Thence along the North right-of-way line of the Texas and Pacific Railroad spur track south eighty-two (82) degrees, ten (10) minutes east a distance of fifty and sixteen hundredths (50.16) feet to the point of beginning:

Thence north twelve (12) degrees, thirty (30) minutes east a distance of four hundred two and ninety hundredths (402.90) feet;

Thence north fourteen (14) degrees, five (5) minutes east a distance of one hundred thirty-six and ninety hundredths (136.90) feet;

Thence south seventy-eight (78) degrees, ten (10) minutes east a distance of eight hundred forty-nine and ninety-two hundredths (849.92) feet to the west right-of-way line of an extension of Canal Boulevard;

Thence along the west right-of-way line of the extension of Canal Boulevard south eleven (11) degrees, fifty (50) minutes west a distance of four hundred seventy-nine and forty hundredths (479.40) feet to the north right-of-way line of the Texas and Pacific Railroad spur track;

Thence along the north right-of-way line of the Texas and Pacific Railroad spur track north eighty-two (82) degrees, ten (10) minutes west a distance of eight hundred sixty-one and ten hundredths (861.10) feet to the point of beginning.

Said tract of land contains ten (10) acres and is bounded as follows:

On the north by property of Levert Land Company, south by the right-of-way of the Texas and Pacific Railroad, on the east by the proposed extension of Canal Boulevard and on the west by a proposed fifty (50) foot street.

The above-described property is more clearly shown by a plat of survey by Bobby F. Warren, Civil Engineer, dated October 30, 1968, and titled "Survey Plat Showing Property to be Donated to the City of Thibodaux by Levert Land Company," and shown enclosed by the letters A—B—C—D—E—A.