

DECLARATION OF SEWER SERVITUDE

THIS DECLARATION OF SEWER SERVITUDE (the "Declaration") is made this 19th day of September, 2019 by Barringer Foreman VI, L.L.C. a limited liability company having an address of 6473 Highway 44, Suite 201, Gonzales, Louisiana 70737 ("BARRINGER FOREMAN") and JEC Real Estate Investments, LLC, a Louisiana limited liability company 3003 Old Forge Drive, Baton Rouge, LA 70808 ("JEC").

FILED AND RECORDED
EAST BATON ROUGE PARISH, LA
DOUG WEATHERS
CLERK OF COURT
RECORDED
CUSTOMER PROVIDED COPY FOR
BY [Signature]
DEPUTY CLERK AND RECORDER

RECITALS

A. BARRINGER FOREMAN owns fee simple title to certain real property located in East Baton Rouge Parish, Louisiana, which is more particularly described in Exhibit A which is attached hereto and made a part hereof (the "BARRINGER FOREMAN Property").

B. JEC owns fee simple title to certain real property located in East Baton Rouge Parish, Louisiana, which is more particularly described in Exhibit B which is attached hereto and made a part hereof (the "JEC Property").

C. JEC acquired the JEC Property from BARRINGER FOREMAN pursuant to an Act of Sale dated the same date as this Declaration, which Act of Sale is recorded or intended to be recorded with the Clerk of Court of East Baton Rouge Parish, Louisiana immediately before this Declaration.

D. The parties' execution of this Declaration was a condition to JEC's agreement to purchase the JEC Property to JEC.

E. BARRINGER FOREMAN desires to subject the BARRINGER FOREMAN Property to certain servitudes set forth herein (collectively, the "Servitudes").

NOW, THEREFORE, BARRINGER FOREMAN hereby declares that the BARRINGER FOREMAN Property shall be held, sold, leased, used, occupied, improved and conveyed subject to the following conditions which shall run with and bind the BARRINGER FOREMAN Property and be binding upon all parties having any right, title or interest in the BARRINGER FOREMAN Property or any part thereof, their successors and assigns for the benefit of the JEC Property and shall be enforceable by all parties owning fee simple title to all or any part of the JEC Property, and their successors and assigns.

1. **Binding Effect of Covenants.** The development, use, improvement, and occupancy of the BARRINGER FOREMAN Property is subject to this Declaration. Except as otherwise set forth in this Declaration, the Servitudes set forth in this Declaration are perpetual and irrevocable, and run with the land within the BARRINGER FOREMAN Property and are binding on the owners of the JEC Property and BARRINGER FOREMAN Property and their respective successors and assigns. The Covenants shall be for the benefit of the JEC Property and shall be enforceable by all parties owning fee simple title to all or any part of the JEC Property, and their successors and assigns.

2. **Sewer Servitude.** BARRINGER FOREMAN does hereby grant a perpetual non-exclusive servitude over, under and across the BARRINGER FOREMAN Property for the benefit of the JEC Property for the installation, construction, maintenance, repair, replacement, and use of sewer lines, benefitting the JEC Property, together with a servitude for ingress and egress over the BARRINGER FOREMAN Property in connection therewith, said servitude is identified on Exhibit C, as a servitude ten (10.0') feet in width, identified thereon as "Proposed 10' Sewer Servitude"

3. **Construction.** The installation of sanitary sewer lines in the Servitude shall be installed by underground boring under existing concrete parking areas and shall be performed at the sole cost and expense of JEC. JEC, and its contractors, shall use best good faith efforts to avoid any disruption of business activities on the BARRINGER FOREMAN Property and shall minimize any impacts to the BARRINGER FOREMAN Property resulting from construction activities.

4. **Maintenance.** JEC shall keep the sanitary sewer lines located in the Servitude in a safe, clean, neat and sanitary condition and shall comply in all respects with all governmental zoning, health, fire and police requirements, at the sole cost and expense of JEC. The sanitary sewer lines in the Servitude shall not be permitted to fall into disrepair, and shall at all times be kept in good condition and repair. To the extent that any repair is required, it shall be done at the sole cost of JEC and the site shall be restored to its original condition.

5. **No Dedication to Public Use.** Nothing in this Declaration shall be construed as a dedication of any portion of the BARRINGER FOREMAN Property or JEC Property to the general public or for any public use.

6. **Enforcement.** Failure to comply with any of the terms of this Declaration shall be grounds for relief, including without limitation an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all Assessments, and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the non-defaulting party and shall not constitute an election of remedies.

7. **No Waiver.** The failure of a party to enforce any right, provision, covenant or condition which may be granted by this Declaration shall not constitute a waiver of such right in the future. All rights, remedies and privileges granted to any party pursuant to this Declaration shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by this Declaration or at law or in equity.

8. **Duration.** This Declaration, the covenants, conditions, and restrictions set forth in this Declaration shall be perpetual and shall run with and bind the BARRINGER FOREMAN Property and JEC Property from and after the date that this Declaration is recorded, and shall be binding upon and inure to the benefit of the Owners and their successors and assigns.

9. **Entire Agreement and Modifications.** This Agreement and the exhibits attached hereto embody and constitute the final and entire agreement by the Owners and the Owners shall not be bound by any terms, covenants, conditions, representations, or warranties not expressly set forth herein. No amendment to this Declaration shall be effective unless and until such amendment is consented to in writing by all fee simple owners of the BARRINGER FOREMAN Property and JEC Property and such written consent is recorded with the Clerk of Court of East Baton Rouge Parish along with the amendment.

10. **Superiority to Mortgages.** The parties hereto agree that should any of the Property be sold under a foreclosure of any mortgage or by deed in lieu of foreclosure of sale by a trustee in bankruptcy or other sales under distress, such sales or conveyances will be subject to this Declaration.

11. **Headings.** Section and Subsection headings used in this Declaration are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the scope and intent of the particular articles, sections or subsections to which they refer.

12. **Partial Invalidity.** If any restriction, provision, term or condition of this Declaration or the application of this Declaration to any party or to any circumstances is, to any extent, held invalid, inoperative or unenforceable, by final decision of a court having jurisdiction thereof, the remainder of this Declaration will be given effect as if such invalid or inoperative portion had not been included herein.

13. **Notices.** Except as otherwise specifically set forth herein to the contrary, every notice, demand, consent, approval or document or instrument required or permitted to be served by JEC or BARRINGER FOREMAN or other interested party must either (i) be in writing and shall be deemed to have been duly served on the day of mailing by registered or certified United States Mail, postage prepaid, return receipt requested, addressed to the party at the address listed below or (ii) be in writing and be hand delivered and receipted.

Notices to BARRINGER FOREMAN shall be delivered to the following address

BARRINGER FOREMAN VI, LLC
6473 Highway 44
Suite 201
Gonzales, LA 70737
Attn: Mr. Todd Pevey

with a copy of the transmittal letter only to:

Larry S. Bankston
Bankston & Associates, L.L.C.
8708 Jefferson Highway, Suite A
Baton Rouge, Louisiana 70809

Notices to JEC shall be delivered to the following address:

JEC Real Estate Investments, LLC

Attn: Joe Clements
3003 Old Forge Drive, Ste B
Baton Rouge, Louisiana 70808

with a copy to:

R. Loren Kleinpeter, Esq.
Kleinpeter & Kleinpeter, LLC
7644 Old Hammond Hwy
Baton Rouge, Louisiana 70809

14. **Applicable Law.** This Declaration is to be construed in accordance with and governed by the laws of the State of Louisiana.


16. **Counterparts.** This Declaration may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original, and all of which shall be deemed to be one and the same Agreement.


[remainder of page intentionally blank – signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Declaration of Covenants to be executed on their behalf by their duly authorized officers.

WITNESS:

BARRINGER FOREMAN VI, LLC


Name: Larry S. Bunkston


Name: Tony Carroll

By: 
TODD E. PEVEY, Authorized Representative

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

I HEREBY CERTIFY, that on this 19th day of September, 2019, before me, the undersigned, a Notary Public in and for the Parish aforesaid, State of Louisiana personally appeared Todd E. Pevey, who acknowledged himself to be the Authorized Representative of BARRINGER FOREMAN VI, LLC, and acting in said capacity and being authorized to do so, executed the foregoing instrument on behalf of the limited liability company by signing in my presence as the Authorized Representative of BARRINGER FOREMAN VI, LLC.

AS WITNESS, my hand and Notarial Seal.



R. Loren Kleinpeter, Notary Public
Bar Roll No. 07447
My Commission Expires: At Death

2. LORREN KLEINPETER, Notary Public
NOTARY PUBLIC qualified in East Baton Rouge Parish
My commission expires at my death

WITNESS:

JEC REAL ESTATE INVESTMENTS, LLC

Larry S. Bankston
Name: Larry S. Bankston

By:

JOSEPH E. CLEMENTS, Jr.

1/11/19
Name: Tracy Carroll

STATE OF LOUISIANA,
PARISH OF EAST BATON ROUGE

I HEREBY CERTIFY, that on this 19th day of September, 2019, before me, the undersigned, a Notary Public in and for the Parish aforesaid, State of Louisiana, personally appeared Joseph E. Clements, Jr., who acknowledged himself to be the Manager of JEC Real Estate Investments, LLC, and acting in said capacity and being authorized to do so, executed the foregoing instrument on behalf of the limited liability company by signing in my presence as the Manager of JEC Real Estate Investments, LLC.

AS WITNESS, my hand and Notarial Seal.

R. Loren Kleinpeter
Notary Public

My Commission Expires: at death

R. LOREN KLEINPETER (Bar Roll # 07447)
NOTARY PUBLIC qualified in East Baton Rouge Parish
My commission expires at my death

EXHIBIT A

Description of BARRINGER FOREMAN VI Property

EXHIBIT B

Description of JEC Property

EXHIBIT C

Map Showing Exhibit of Proposed Sewer Servitude

EXHIBIT A

ONE (1) CERTAIN TRACT OR PARCEL OF GROUND, together with all buildings and improvements thereon and all rights, ways, privileges, servitudes, appurtenances and advantages belonging thereto situated in East Baton Rouge Parish, Louisiana in Section 50, T-8-S, R-2-E, and being more particularly designated and described on a plat map entitled "Map Showing the Subdivision of Tract X-4 located in Section 50, T-8-S, R-2-E Greensburg Land District, East Baton Rouge Parish, Louisiana into Tracts X-4-A and X-4-B for MIE Properties" made by Taylor W. Gravois, PLS which is on file and of record with the Clerk of Court and Recorder of Mortgages for East Baton Rouge Parish, and being described thereon as **TRACT X-4-B**, said tract having such dimensions as are more fully shown on said plat map.

EXHIBIT B

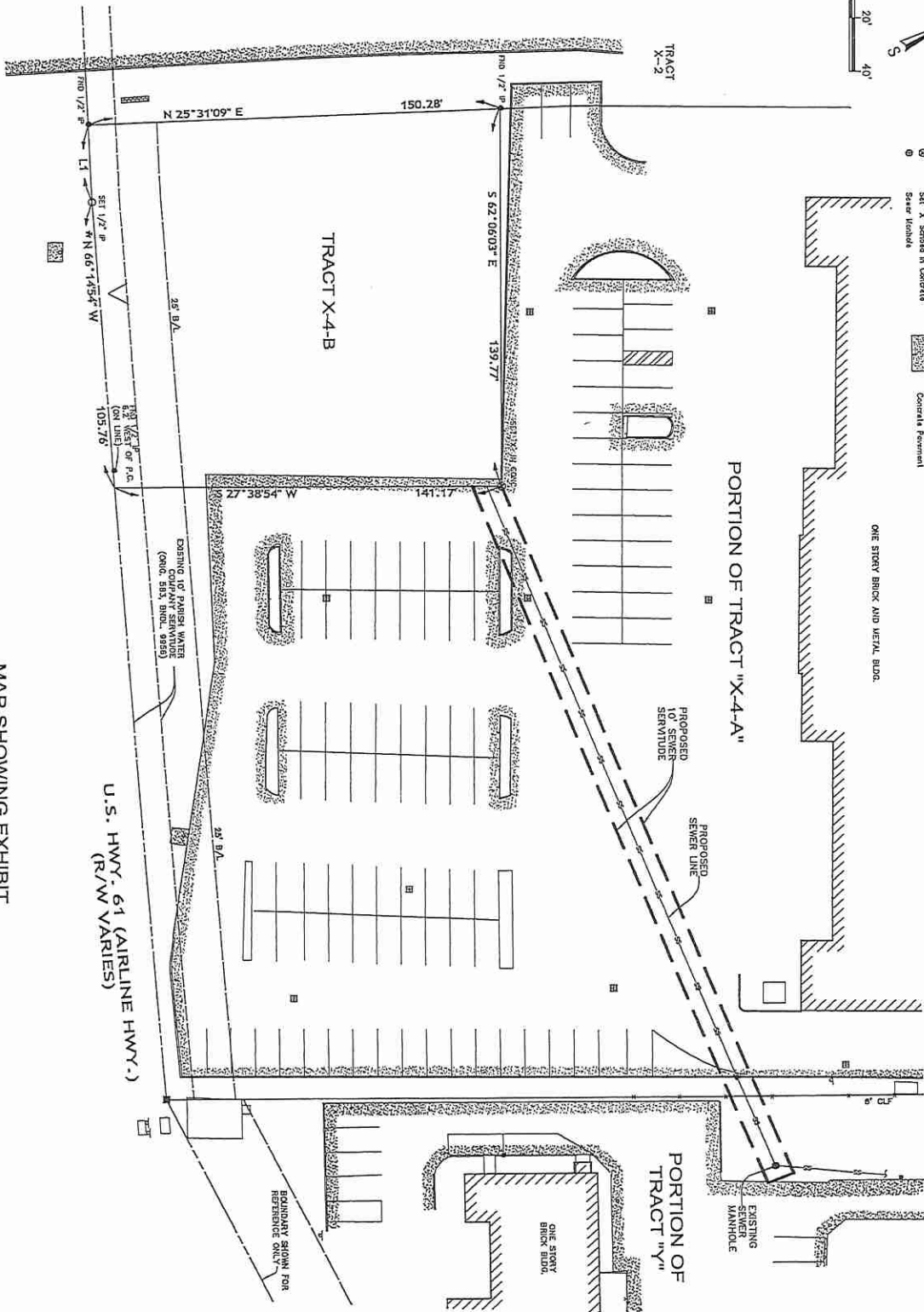
ONE (1) CERTAIN TRACT OR PARCEL OF GROUND, together with all buildings and improvements thereon and all rights, ways, privileges, servitudes, appurtenances and advantages belonging thereto situated in East Baton Rouge Parish, Louisiana in Section 50, T-8-S, R-2-E, and being more particularly designated and described on a plat map entitled "Map Showing the Subdivision of Tract X-4 located in Section 50, T-8-S, R-2-E Greensburg Land District, East Baton Rouge Parish, Louisiana into Tracts X-4-A and X-4-B for MIE Properties" made by Taylor W. Gravois, PLS which is on file and of record with the Clerk of Court and Recorder of Mortgages for East Baton Rouge Parish, and being described thereon as **TRACT X-4-A**, said tract having such dimensions as are more fully shown on said plat map.

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- LEGEND**
- | | | | |
|---|--------------------------|---|-----------------------|
| — | Proposed Sewer Line | ⊕ | Sewer Cleanout |
| — | Property Line | ⊕ | Brick Inlet |
| — | Right of Way Line | — | Sign |
| — | Sewer Line | — | Right of Way |
| — | Building Subsoil Line | — | Building Subsoil Line |
| — | Found Line | — | Crab Link Force |
| — | Found from Pipe/Field | — | Found |
| — | Found 1/2" Iron Pipe | — | Iron Pipe |
| — | Set 1/2" Set in Concrete | — | Concrete Footprint |
| — | Sewer Manhole | — | |

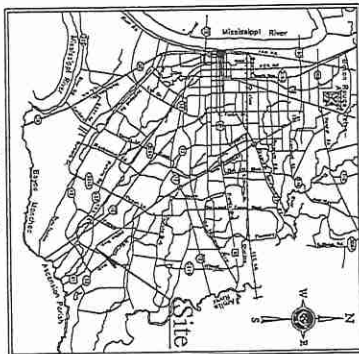


LINE TABLE	
NO.	DIRECTION
1	N 64°45'10" W
2	28.70'

MAP SHOWING EXHIBIT
OF
PROPOSED SEWER SERVITUDE

BEING A PORTION OF TRACTS X-4-A & Y
OF THE LEON R. KLEINPETER TRACT
LOCATED IN SECTION 50, T-8-S, R-2-E,
GREENSBURG LAND DISTRICT,
EAST BATON ROUGE PARISH, LOUISIANA

FOR
CROWN RESTAURANT, LLC



GENERAL NOTES:

- 1) Reference Map Boundary & Topographic survey of Tract X-4-B being a portion of Leon R. Kleinpeter & Lawrence M. Kleinpeter Property, located in East Baton Rouge Parish, Louisiana, by DONALD L. PATTERSON, P.L.S., dated April 19, 2015.
- 2) Map Showing the subdivision of the Mr. & Mrs. B. Kleinpeter, Sr. Property and Lawrence M. Kleinpeter's Tract "W-1", "X-1", "Y-1" & "Z-1" by P. Daniel Wiggins, P.L.S., dated May 28, 1974. (Book 4, Folio 73)
- 3) (*) represents the Basis of Bearings. Bearings are based on reference map "X" (above). Distances are based on U.S. Survey Feet.
- 4) No attempt has been made by Landsource, Inc. to ascertain the location of any existing, abandoned, or other utility, other than that furnished by the client or the property owner. The surveyor has not conducted a physical inspection of the property which have been plotted on this survey.
- 5) Utilities: The utilities shown hereon have been located from L.A. One Call, visible utility features, and/or previous construction drawings. The surveyor makes no guarantee as to the accuracy of the utility locations. The surveyor does not warrant that the underground utilities shown hereon are not physically located the underground utilities, except for above ground visible utility features.

THIS DOCUMENT IS NOT TO BE USED FOR
CONSTRUCTION, SALES OR AS THE BASIS FOR
THE ISSUANCE OF A PERMIT.



ADVANCE ISSUE
Sep. 05, 2019

LANDSOURCE
INCORPORATED
A Professional Surveying And Land Information Company
6730 Eschwege Drive
Baton Rouge, LA 70809
web site: www.landsource.com
Ph: (225) 752-0995
Fax: (225) 752-0997
email: info@landsurvey.com

DATE: 09-05-2019
JOB #: 19-086-02
DWN. BY: MDD
CND. BY: DLP
SHEET NO: 01