

STATE OF LOUISIANA

PARISH OF TANGIPAHOA

ABANDONMENT OF SERVITUDE

BE IT KNOWN, that on the _____ day of _____, 2014, before me, the undersigned, a Notary Public, duly commissioned and qualified in and for the aforementioned state and parish, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

LA CARRETA, INC. EIN: xx-xxx-3498, (hereinafter "Carreta") a Louisiana Corporation, organized and existing under the laws of the State of Louisiana, Parish of Tangipahoa, herein represented by its duly authorized President, Saul P. Rubio, by virtue of a Corporation Resolution recorded in the official records of the Parish of Tangipahoa, State of Louisiana, with a present mailing address of 110 North Cate Street, Hammond, Louisiana, 70401; and,

THE CITY OF HAMMOND, (hereinafter "City of Hammond") a duly organized municipal corporation, organized and existing under the laws of the State of Louisiana, represented herein by Mayson Foster, Mayor, duly authorized to act;

WITNESSETH

WHEREAS, Appearers did declare and acknowledge that Carreta is the owner of a certain piece of property (hereinafter "Subject Property") located in the City of Hammond at the corner of Railroad Avenue and Charles Street which was acquired through that certain act of Cash Sale passed on the 25th day of August, 2010 and duly recorded in the conveyance records of the Parish of Tangipahoa, State of Louisiana at Book 1221, Page 528, and being more particularly described as:

One certain tract or parcel of ground together with all improvements, rights, ways, or structures appertaining thereto and being situated in the North one-half (N 1/2) of the Southwest one-quarter (SW 1/4) of Section 24 and in the North one-half (N 1/2) of the Northwest one-quarter (NW 1/4) of Section 25, Township 6 South, Range 7 East, of the St. Helena Meridian, at Hammond, Tangipahoa Parish, Louisiana and being more particularly described on a survey plat prepared by Bodin & Webb Inc., Consulting Engineers, dated April 29, 1983, and by survey of Gilbert Sullivan, Registered Land surveyor dated February 2, 1997 and being more particularly designated on said plat s Tract 2B, Said tract measuring 96 feet on Railroad Avenue by a depth between equal and parallel lines of 94 feet and measuring 96 feet across the rear, said tract being located at the corner or Charles Street and Railroad Avenue, all as more particularly shown on said survey, and as described on survey by Gilbert Sullivan, Registered Land Surveyor dated February 2, 1997.

Municipal address is 108 NW Railroad Ave., Hammond, LA 70401.

WHEREAS, Appearers acknowledge that the Subject Property includes an "Asphalt Alley" which passes through the property and connects Thomas Street to Charles Street. The Asphalt Alley is depicted on the attached survey prepared by Turner Surveys, LLC.

WHEREAS, Appearers further acknowledge that the City of Hammond may have acquired certain implicit rights upon the Subject Property including but not limited to, a predial servitude and/or right of way over the Asphalt Alley, which rights may have been acquired through the care and maintenance of the Alley through the years. The City of Hammond does hereby acknowledge the termination, extinguishment and abandonment of any and all rights it may have over the Subject Property.

WHEREAS, as consideration for the termination, extinguishment, and abandonment of the servitude and/or right of way over the subject property and for the benefit of the City of Hammond, Carreta herein agrees to improve the public area adjacent to and south of the Subject Property, being Tract 2A. Carreta agrees to provide direct investment and improvements to the public area which shall include landscaping, beautification, and improvement of the existing fountain. Carreta further agrees to perform regular maintenance on the park which shall include maintaining the landscaping, grass cutting, and tree care. The City of Hammond shall remain responsible for all substantial maintenance of tract 2A including but not limited to, infrastructure repairs, sidewalk and parking maintenance, capital improvements, and drainage repairs.

Default. In the event that Carreta shall fail to comply with any term, provision or covenant of this Abandonment of Servitude and shall not cure such failure within thirty (30) days after written notice thereof is given by the City of Hammond, the City of Hammond shall have the right to revoke this Abandonment of Servitude.

THUS DONE AND SIGNED on the day and date first above mentioned, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said Appearers and me, Notary, after due reading of the whole.

WITNESSES:

LA CARRETA, INC.

By: _____
Saul P. Rubio
President

THE CITY OF HAMMOND

By: _____
Mayson Foster
Mayor

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS ____ DAY OF _____, 2014

