

2015-0270

INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF WASTEWATER)

ORDINANCE NO. 15-8-14

An ordinance to approve and authorize the Parish President to acquire a perpetual sewer servitude over land identified as a portion of Farm Lots 18, 19 & 20 of Ellington Plantation, St. Charles Parish, Louisiana which property is more particularly described in the Act of Servitude agreement attached hereto and made a part hereof, from Karen Majoria Gervais LeGlue, et al and/or all other owners of record, as their interests may appear, said property to be used by St. Charles Parish for sewer purposes in connection with the Primrose Sewer Force Main Project.

WHEREAS, St. Charles Parish is undertaking construction of an upgrade and replacement to an existing sewer force main running along the Blouin and Ellington Canals near Primrose to increase sewer capacity; and,

WHEREAS, the sewer force main will be rerouted to the north side of the Blouin Canal outside of the servitude previously granted to St. Charles Parish; and,

WHEREAS, the new location of the sewer force main will not interfere with the future improvements of the proposed Ellington levee project; and,

WHEREAS, the sewer project and the acquisition of the hereinafter described perpetual sewer servitude is in furtherance of the public's best interest and purpose, and is in satisfaction of a public need; and,

WHEREAS, the fair market value of the required real estate interest that needs to be acquired for the Primrose Sewer Force Main Project, as established by a licensed MAI appraiser is \$1,050.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That there is hereby a public need for the above described property to upgrade and replace a sewer force main to increase sewer capacity and allow construction of the proposed levee.

SECTION II. That St. Charles Parish is hereby authorized to purchase and/or expropriate the required real estate interest owned by Karen Majoria Gervais LeGlue, et al, designated as of Farm Lots 18, 19 & 20 of Ellington Plantation, St. Charles Parish, Louisiana.

SECTION III. That the Parish President is hereby authorized to purchase at a price not to exceed its appraised value of \$1,050.00 the property more particularly described in the Act of Servitude agreement attached hereto and made a part hereof, from Karen Majoria Gervais LeGlue, et al and/or all other owners of record, as their interests may appear, said property is to be used by St. Charles Parish for sewer purposes, including but not limited to relocation of a sewer force main.

SECTION IV. That the Parish President is hereby authorized to execute any and all documents necessary to complete said purchase.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: SCHEXNAYDRE, LEWIS, WILSON, WOODRUFF, BENEDETTO, HOGAN,
COCHRAN, FLETCHER
NAYS: NONE
ABSENT: NONE
ABSTAIN: FISHER-PERRIER

And the ordinance was declared adopted the 17th day of August, 2015, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____
SECRETARY: _____
DLVD/PARISH PRESIDENT: 8/19/15
APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: W. St. Pierre
RETD/SECRETARY: 8/19/15
AT: 1:40pm RECD BY: [Signature]

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON October 7, 2015
AS ENTRY NO. 409670
IN MORTGAGE/CONVEYANCE BOOK
NO. 823 FOLIO 339

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ST. CHARLES

ACT OF SERVITUDE

BE IT KNOWN, that on this — day of —, in the year two thousand and fifteen (2015).

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified and in the presence of the two competent witnesses hereinafter undersigned; PERSONALLY CAME AND APPEARED:

KAREN MAJORIA GERVAIS LEGLUE, a person of the full age of majority, domiciled in the Parish of St. Charles, State of Louisiana, who declared unto the undersigned Notary, that she has been married but three times, first to Stephen J. Hebert from whom she was divorced, secondly to Oscar Gervais Jr. who predeceased her and thirdly to Carroll E. LeGlue, Jr. to whom she is presently married, and further that her current mailing address is 402 Wade Street, Luling, LA 70070;

LEONA BOURG MAJORIA, a person of the full age of majority, domiciled in the Parish of St. Charles, State of Louisiana, who declared unto the undersigned Notary, that she has been married but once and then to Murphy E. Majoria, who has predeceased her, and further that her current mailing address is 400 Wade Street, Luling, LA 70070;

PETER L. GLASER, a person of the full age of majority, domiciled in the Parish of St. Charles, State of Louisiana, who declared unto the undersigned Notary, that she has been married but once and then to Jere Reinauer, to whom he is presently married, and further that his current mailing address is P.O. Box 515, Boutte, LA 70039;

OSCAR J. GERVAIS, JR. DESCENDANTS TRUST, herein represented by their duly appointed Trustee, **KAREN MAJORIA GERVAIS LEGLUE**, as recognized in the Succession of Oscar Gervais, Jr., 29th Judicial District Court, No. P-6108, duly recorded at Entry No. 239507, COB 550, Folio 450 on December 28, 1999, and whose designated mailing address is 402 Wade Street, Luling LA, 70070;

MURPHY E. MAJORIA TESTAMENTARY TRUST, herein represented by their duly appointed Trustee, **LEONA BOURG MAJORIA**, as recognized in the Succession of Murphy E. Majoria, 29th Judicial District Court, No. P-9179, duly recorded at Entry No. 334023, COB 696, Folio 183, on August 8, 2007, and whose designated mailing address is 400 Wade Street, Luling LA, 70070;

KAY FISHER BLOCKER, a person of the full age of majority and domiciled in San Mateo County, State of California, who declared unto the undersigned Notary, that she has been married but once and then to Barry Blocker and further that her mailing address is 390 Golden Hills Drive, Portola Valley, CA, 94028;

Herein after referred to as "**GRANTOR**"

-and-

PARISH OF ST. CHARLES, a political subdivision of the State of Louisiana, herein represented by **V. J. ST. PIERRE, JR.**, its Parish President, whose mailing address is P.O. Box 302, Hahnville, Louisiana, 70057; authorized pursuant to Ordinance No. 15-8-14 adopted by St. Charles Parish Council on the 17th day of August, 2015, a copy of which is attached hereto and made a part hereof;

Herein after referred to as "**GRANTEE**"

GRANTOR does hereby grant, present, dedicate, assign, transfer, deliver, and set over a perpetual sewer servitude, easement, and right-of-way unto **GRANTEE** to locate, construct, maintain, repair, alter, operate, patrol and replace a sewerage pipeline, including all appurtenances thereto; together with the right to trim, cut, fell and remove therefore all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the **GRANTOR**, their heirs and assigns, all such rights and privileges in the land as may be used without interfering with or abridging the rights, servitude and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines, said property being more particularly described as follows:

LEGAL DESCRIPTION

That piece or portion of ground being a 10' proposed sewer servitude being a portion of Karen Majoria Gervais et. al. Situated in Section 57, T-13-S, R-21-E, Luling, St. Charles Parish, Louisiana. All in accordance with a survey entitled "Survey plat of a 10' proposed sewer servitude being a portion of the Karen Majoria Gervais et. al & being a portion of **farm lots 18, 19 & 20 of Ellington Plantation**" by Stephen P. Flynn, P.L.S., dated August 22, 2014 and being more fully described as follows:

Commencing at a point said point being the northeast corner Lot 4, Leonard K. Fisher, Jr and Primrose Drive.

Thence proceed in a southwesterly direction along the east line of Lot 4 & Lot 3, Leonard K. Fisher, Jr. and the Karen Majoria Gervais Tract a bearing of S22°53'06"W a distance of 829.17' to a point;

The Point of Beginning

Thence proceed in a northwesterly direction along the north line of a 10' proposed sewer servitude a bearing of N66°54'33"W a distance of 500.00' to a point;

Thence proceed in a northwesterly direction along the north line of a 10' proposed sewer servitude a bearing of N70°18'15"W a distance of 124.26' to a point;

Thence proceed in a northeasterly direction along the north line of a 10' proposed sewer servitude a bearing of N51°14'52"W a distance of 0.40' to a point;

Thence proceed in a southwesterly direction along the west line of a 10' proposed sewer servitude a bearing of S22°55'04"W a distance of 10.15' to a point;

Thence proceed in a southeasterly direction along the south line of a 10' proposed sewer servitude a bearing of S70°18'15"E a distance of 124.91' to a point;

Thence proceed in a southeasterly direction along the south line of a 10' proposed sewer servitude a bearing of S66°54'33"E a distance of 499.74' to a point;

Thence proceed in a northeasterly direction along the east line of a 10' proposed sewer servitude a bearing of N22°53'06"E a distance of 10.00' to a point;

The Point of Beginning

TO HAVE AND TO HOLD said servitude, easements, and rights of way unto said **GRANTEE**, and its successors and assigns forever. The consideration for the herein described servitude is the price and sum of **ONE THOUSAND FIFTY NO/100 (\$1,050.00) DOLLARS**, which **GRANTEE** has paid cash in hand, in current money, to said **GRANTOR**, who acknowledge the receipt thereof and grant full acquittance and discharge thereof.

GRANTOR grants unto **GRANTEE** the right of ingress and egress to and from said servitude for the purpose of constructing, installing, operating, maintaining, repairing, and/or replacing sewer improvements. **GRANTOR** retains the rights to fully use and enjoy the above-described property, except as to the rights here and above granted. **GRANTEE** agrees to indemnify and hold harmless **GRANTOR** from any and all damages, which **GRANTOR** may suffer, caused either wholly or in part, by reason of the negligence of the Parish of St. Charles, its agents or employees, in the installation, operation, and/or maintenance of this sewer servitude.

This agreement may be executed in any number of counterparts, each of which shall constitute an original document which shall be binding upon any of the parties executing same. To facilitate recordation of this agreement, the parties hereto agree that individual signature and acknowledgement pages from the various counterparts may be merged and combined with signature and acknowledgement pages from other counterparts.

THUS done, read and passed in the City, Parish/County and State hereinafter designated, in the presence of undersigned competent witnesses who have hereunto signed their names with the parties.

(Remainder of page intentionally left blank)

IN TESTIMONY WHEREOF, the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses, as of the 4th day of September, 2015, after a due reading of the whole.

WITNESSES:

Calli Madere
Calli T Madere
Print Name

Blaire Minnich
Blaire Minnich
Print Name

VENDOR:

Karen Majoria Gervais Leglue
KAREN MAJORIA GERVAIS LEGLUE

IN TESTIMONY WHEREOF, the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses, as of the 4th day of September, 2015, after a due reading of the whole.

WITNESSES:

Calli Madere
Calli T Madere
Print Name

Blaire Minnich
Blaire Minnich
Print Name

VENDOR:

Leona Bourg Majoria
LEONA BOURG MAJORIA

IN TESTIMONY WHEREOF, the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses, as of the 23 day of SEPT, 2015, after a due reading of the whole.

WITNESSES:

Louis J. Brady
Louis J. Brady
Print Name

Karen Pizzolatto
KAREN PIZZOLATO
Print Name

VENDOR:

Peter L. Glaser
PETER L. GLASER

IN TESTIMONY WHEREOF, the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses, as of the 4th day of September, 2015, after a due reading of the whole.

WITNESSES:

Calli Madere
Calli T Madere
Print Name

Blaire Minnich
Blaire Minnich
Print Name

VENDOR:

OSCAR J. GERVAIS, JR. DESCENDANTS
TRUST

Karen Majoria Gervais Leglue
BY: KAREN MAJORIA GERVAIS LEGLUE
ITS: TRUSTEE

IN TESTIMONY WHEREOF, the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses, as of the 4th day of September, 2015, after a due reading of the whole.

WITNESSES:

Calli Madere
Calli T Madere
Print Name

Blaire Minnich
Blaire Minnich
Print Name

VENDOR:

MURPHY E. MAJORIA TESTAMENTARY
TRUST

Leona B. Majoria
BY: LEONA B. MAJORIA
ITS: TRUSTEE

IN TESTIMONY WHEREOF, the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses, as of the 22 day of March, 2015, after a due reading of the whole.

WITNESSES:

[Signature]
[Signature]
Print Name

VENDOR:

[Signature]
KAY FISHER BLOCKER

[Signature]
Monica Blocker
Print Name

IN TESTIMONY WHEREOF, the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses, as of the 28th day of September, 2015, after a due reading of the whole.

WITNESSES:

James A. Sigdon
Bobba Cullen
Shirlyn Fali
Michelle Lynn

GRANTEE:

PARISH OF ST. CHARLES

[Signature]
BY: V. J. ST. PIERRE, JR.
ITS: PARISH PRESIDENT

AFFIDAVIT

STATE OF CALIFORNIA

COUNTY OF San Mateo

BEFORE ME, the undersigned authority, duly qualified in and for the aforesaid Parish and State, personally came and appeared, **KAY FISHER BLOCKER**, a person of the full age of majority and personally known to me, Notary, who by me having been duly sworn, declared and acknowledged that: **KAY FISHER BLOCKER**, signed the above and foregoing instrument on the date thereof for the objects and purposes therein expressed, and she acknowledged the same as her voluntary act and deed.

IN FAITH WHEREOF, Appearer executed this acknowledgment in the aforesaid County of San Mateo, State of California, on this 22nd day of September, 2015, in the presence of the undersigned subscribing witnesses and me, Notary.

WITNESSES:

[Signature]
Kay Fisher Blocker

KAY FISHER BLOCKER

Print Name

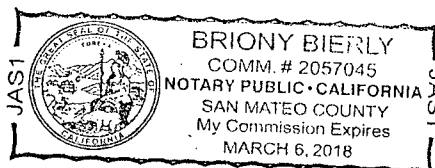
[Signature]
Anubhav Chhabra

Print Name

[Signature]
Briony Bierly

NOTARY PUBLIC

My Commission Expires: March 6th 2018
Notary Identification or Bar Roll No.: 2057045



AFFIDAVIT

STATE OF LOUISIANA

PARISH OF St. Charles

BEFORE ME, the undersigned authority, duly qualified in and for the aforesaid Parish and State, personally came and appeared, **KAREN MAJORIA GERVAIS LEGLUE**, a person of the full age of majority and personally known to me, Notary, who by me having been duly sworn, declared and acknowledged that: **KAREN MAJORIA GERVAIS LEGLUE**, signed the above and foregoing instrument on the date thereof for the objects and purposes therein expressed, and she acknowledged the same as her voluntary act and deed.

IN FAITH WHEREOF, Appearer executed this acknowledgment in the aforesaid Parish of St. Charles, State of Louisiana, on this 4th day of September, 2015, in the presence of the undersigned subscribing witnesses and me, Notary.

WITNESSES:

Calli Madere
Calli T Madere
Print Name

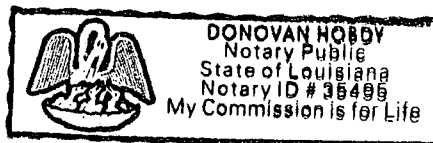
Karen Majoria Gervais Leglue
KAREN MAJORIA GERVAIS LEGLUE

Blaine Minnich
Blaine Minnich
Print Name

[Signature]
Print Name: Donovan Hobby

NOTARY PUBLIC

My Commission Expires: at death
Notary Identification or Bar Roll No.: 35495



AFFIDAVIT

STATE OF LOUISIANA

PARISH OF St. Charles

BEFORE ME, the undersigned authority, duly qualified in and for the aforesaid Parish and State, personally came and appeared, **LEONA BOURG MAJORIA**, a person of the full age of majority and personally known to me, Notary, who by me having been duly sworn, declared and acknowledged that: **LEONA BOURG MAJORIA**, signed the above and foregoing instrument on the date thereof for the objects and purposes therein expressed, and she acknowledged the same as her voluntary act and deed.

IN FAITH WHEREOF, Appearer executed this acknowledgment in the aforesaid Parish of St. Charles, State of Louisiana, on this 4th day of September, 2015, in the presence of the undersigned subscribing witnesses and me, Notary.

WITNESSES:

Calli Madere
Calli Madere
Print Name

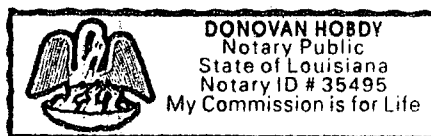
Leona Bourg Majoria
LEONA BOURG MAJORIA

Blair Minnich
Blair Minnich
Print Name

[Signature]
Print Name: Donovan Hobdy

NOTARY PUBLIC

My Commission Expires: at death
Notary Identification or Bar Roll No.: 35495




ACKNOWLEDGEMENT

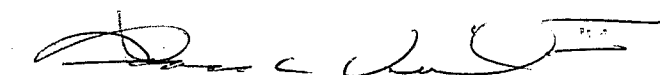
STATE OF LOUISIANA

PARISH OF ST. CHARLES

BEFORE ME, the undersigned authority, duly qualified in and for the aforesaid Parish and State, personally came and appeared, **LOUIS J. BRADY**, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who being first duly sworn on his oath, says: That he subscribed his name to the foregoing instrument as a witness, and that he knows **PETER L. GLASER**, who executed the same and saw him sign the same as his voluntary act and deed, and that he, the said **LOUIS J. BRADY**, subscribed his name to the same at the same time as an attesting witness.


LOUIS J. BRADY
AFFIANT

SWORN TO and subscribed before me, this 23 day of SEPT, 2015


Print Name: LEON C. VIAL, III

NOTARY PUBLIC

My Commission Expires: at death
Notary Identification or Bar Roll No.: 13061

AFFIDAVIT

STATE OF LOUISIANA

PARISH OF St. Charles

BEFORE ME, the undersigned authority, duly qualified in and for the aforesaid Parish and State, personally came and appeared, **KAREN MAJORIA GERVAIS LEGLUE**, representing the **OSCAR J. GERVAIS, JR. DESCENDANTS TRUST** as Trustee, being of the full age of majority and personally known to me, Notary, who by me having been duly sworn, declared and acknowledged that: **KAREN MAJORIA GERVAIS LEGLUE**, representing **OSCAR J. GERVAIS, JR. DESCENDANTS TRUST**, signed the above and foregoing instrument on the date thereof for the objects and purposes therein expressed, and she acknowledged the same as a voluntary act and deed of Vendor

IN FAITH WHEREOF, Appearer executed this acknowledgment in the aforesaid Parish of St. Charles, State of Louisiana, on this 4th day of September, 2015, in the presence of the undersigned subscribing witnesses and me, Notary.

WITNESSES:

Calli Mader
Calli T Mader
Print Name

Blaire Minnich
Blaire Minnich
Print Name

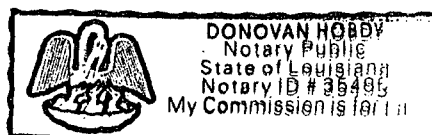
OSCAR J. GERVAIS, JR. DESCENDANTS
TRUST

Karen Majoria Gervais Leglue
BY: **KAREN MAJORIA GERVAIS LEGLUE**
ITS: **TRUSTEE**

[Signature]
Print Name: Donovan Hobby

NOTARY PUBLIC

My Commission Expires: at death
Notary Identification or Bar Roll No.: 35495



AFFIDAVIT

STATE OF LOUISIANA

PARISH OF St. Charles

BEFORE ME, the undersigned authority, duly qualified in and for the aforesaid Parish and State, personally came and appeared, **LEONA B. MAJORIA**, representing **MURPHY E. MAJORIA TESTAMENTARY TRUST** as trustee, being of the full age of majority and personally known to me, Notary, who by me having been duly sworn, declared and acknowledged that: **LEONA B. MAJORIA**, representing **MURPHY E. MAJORIA TESTAMENTARY TRUST**, signed the above and foregoing instrument on the date thereof for the objects and purposes therein expressed, and she acknowledged the same as a voluntary act and deed of Vendor.

IN FAITH WHEREOF, Appearer executed this acknowledgment in the aforesaid Parish of St. Charles, State of Louisiana, on this 4th day of September, 2015, in the presence of the undersigned subscribing witnesses and me, Notary.

WITNESSES:

VENDOR:

Calli Madere
Calli Madere
Print Name

Blaine Minnich
Blaine Minnich
Print Name

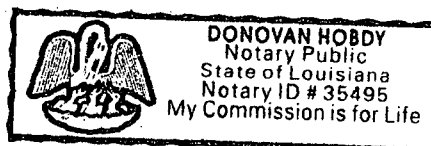
MURPHY E. MAJORIA TESTAMENTARY TRUST

Leona B. Majoria
BY: **LEONA B. MAJORIA**
ITS: **TRUSTEE**

[Signature]
Print Name: Donovan Hobdy

NOTARY PUBLIC

My Commission Expires: at death
Notary Identification or Bar Roll No.: 35495



AFFIDAVIT

STATE OF LOUISIANA

PARISH OF St. Charles

BEFORE ME, the undersigned authority, duly qualified in and for the aforesaid Parish and State, personally came and appeared, **V. J. ST. PIERRE, JR.**, representing **ST. CHARLES PARISH**, of the full age of majority and personally known to me, Notary, who by me having been duly sworn, declared and acknowledged that: **V. J. ST. PIERRE, JR.**, representing the **ST. CHARLES PARISH**, signed the above and foregoing instrument on the date thereof for the objects and purposes therein expressed, and he acknowledged the same as his voluntary act and deed.

IN FAITH WHEREOF, Appearer executed this acknowledgment in the aforesaid Parish of St. Charles, State of Louisiana, on this 28th day of September, 2015, in the presence of the undersigned subscribing witnesses and me, Notary.

WITNESSES:

Dawn St. Pierre
Bobbi Cull
Shirley Faly
Nichelle

GRANTEE:

PARISH OF ST. CHARLES

V. J. St. Pierre, Jr.

BY: V. J. ST. PIERRE, JR.
ITS: PARISH PRESIDENT

Leon C. Vial, III
Print Name: LEON C. VIAL, III

NOTARY PUBLIC

My Commission Expires: at death
Notary Identification or Bar Roll No.: 13061

