

Decl.

2007-0138

**INTRODUCED BY: ALBERT D. LAQUE, PARISH PRESIDENT
(DEPARTMENT OF PLANNING AND ZONING)**

ORDINANCE NO. 07-5-7

An ordinance to approve the resubdivision of "Placide Baudouin Estate" into Lots herein designated as 1B, 1A, 3A, 5A, 7A, 9A, 11A, 13A, 15A, 17A, 19A, 21A, 23A, 25A, 27A, 29A, 31A, 33A, 35A, 37A, 39A, 41A, 43A, 45A, 47A, 49A, 51A, 53A, 55A, 57A, 59A, 61A, 63A, 65A, 67A, 69A, 71A, 73A, 75A, 77A, 79A, 81A, 83A, 85A, 87A, 89A and lot 3B-1 with waivers to the required street frontage on all lots except Lot 1B of Baudouin Tract and the dedication of the extension of First Street, and the dedication of a 20' drainage servitude, all situated in Section 2, T12S R20E and Section 28, T13S R20E, Hahnville, St. Charles Parish, La., as requested by Gisclair Properties LLC.

WHEREAS, Gisclair Properties LLC are the owners of the "Placide Baudouin Estates"; and,

WHEREAS, the owners wish to subdivide "Placide Baudouin Estate" into Lots herein designated as Lots 1B, 1A, 3A, 5A, 7A, 9A, 11A, 13A, 15A, 17A, 19A, 21A, 23A, 25A, 27A, 29A, 31A, 33A, 35A, 37A, 39A, 41A, 43A, 45A, 47A, 49A, 51A, 53A, 55A, 57A, 59A, 61A, 63A, 65A, 67A, 69A, 71A, 73A, 75A, 77A, 79A, 81A, 83A, 85A, 87A, 89A and lot 3B-1 with waivers to the required street frontage on all lots except Lot 1B of Baudouin Tract situated in Section 2, T12S R20E and Section 28, T13S R20E, Hahnville, St. Charles Parish, La.; and,

WHEREAS, the owners wish to dedicate the remainder of First Street and a 20' drainage Servitude; and,

WHEREAS, the subdivision and development plan otherwise meet the standards contained within the local subdivision and zoning ordinances.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS, that the resubdivision plan presented on a survey by Stephen P. Flynn, Land Surveyor, dated January 11, 2007 for resubdivision of "Placide Baudouin Estate" into Lots herein designated as Lots 1B, 1A, 3A, 5A, 7A, 9A, 11A, 13A, 15A, 17A, 19A, 21A, 23A, 25A, 27A, 29A, 31A, 33A, 35A, 37A, 39A, 41A, 43A, 45A, 47A, 49A, 51A, 53A, 55A, 57A, 59A, 61A, 63A, 65A, 67A, 69A, 71A, 73A, 75A, 77A, 79A, 81A, 83A, 85A, 87A, 89A and lot 3B-1 with waivers to the required street frontage on all lots except Lot 1B of Baudouin Tract and the dedication of the extension of First Street, and the dedication of a 20' drainage servitude, all situated in Section 2, T12S R20E and Section 28, T13S R20E, Hahnville, St. Charles Parish, La., as requested by Gisclair Properties LLC, Inc. is hereby approved and accepted.

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

YEAS: MARINO, FAUCHEUX, HILAIRE, FABRE, WALLS, BLACK, DUHE

NAYS: NONE

ABSENT: RAMCHANDRAN, MINNICH

And the ordinance was declared adopted this 7th day of May, 2007, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: May 8, 2007

APPROVED: DISAPPROVED:

PARISH PRESIDENT: Albert D. Laque

RETD/SECRETARY: May 8, 2007

AT: 3:05 pm RECD BY: [Signature]

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE

ON May 17, 2007

AS ENTRY NO. 330971

IN MORTGAGE/CONVEYANCE BOOK

NO. 691 FOLIO 56

ACT OF DEDICATION

UNITED STATES OF AMERICA

BY: GISCLAIR PROPERTIES, LLC

STATE OF LOUISIANA

TO: ST. CHARLES PARISH

PARISH OF ST. CHARLES

BE IT KNOWN, that on this th ~~16~~ day of ~~May~~, in the year of our Lord Two Thousand and Seven (2007).

BEFORE ME, the undersigned authority, a Notary Public, duly commissioned and qualified in and for the Parish and State aforesaid, therein residing, and in the presence of the two competent witnesses hereinafter named and undersigned.

PERSONALLY CAME AND APPEARED:

Gisclair Properties, LLC, a limited liability company duly organized, validly existing and in good standing under the laws of the State of Louisiana, having as its principal office, an address of 12625 RIVER ROAD, LULING, LA, appearing herein through its duly authorized member Clyde A. Gisclair,

Clyde A. Gisclair declared unto me Notary, that it is the owner of a certain tract immovable property situated on the West Bank of Charles Parish, which land is designated as "Placide Baudouin Estate" being a portion of Section 2 , Township 12 South, Range 20R and Section 28 , Township 13 South, Range 20R, St. Charles Parish, Louisiana, as shown on a survey of said resubdivision prepared by Stephen P. Flynn , Land Surveyor, dated January 11, 2007, a copy of which survey is attached hereto and made a part of this Act of Dedication; and

Clyde A. Gisclair further declared unto me that it has caused a portion of the above property designated as "Placide Baudouin Estate" on the survey referred to above to be laid out into lots, in order to create Lots herein designated as Lots 1B, 1A, 3A, 5A, 7A, 9A, 11A, 13A, 15A, 17A, 19A, 21A, 23A, 25A, 27A, 29A, 31A, 33A, 35A, 37A, 39A, 41A, 43A, 45A, 47A, 49A, 51A, 53A, 55A, 57A, 59A, 61A, 63A, 65A, 67A, 69A, 71A, 73A, 75A, 77A, 79A, 81A, 83A, 85A, 87A, 89A and lot 3B-1, and

Clyde A. Gisclair further declared unto me, Notary that on the aforesaid plan of resubdivision it has laid out certain street within the Placide Baudouin Estate which is named and identified as First Street in regard to this dedication are more fully described in Exhibit "A" attached hereto and made a part hereof. On all matters of the description of the property on which the streets above named are located, the attached survey shall be controlling.

Clyde A. Gisclair further declared unto me, Notary, that on the aforesaid plan of resubdivision, it has also designated and labeled a servitude for drainage purposes; and

Clyde A. Gisclair further declared unto me, Notary, that under the covenants, conditions and stipulations hereinafter recited it does by these presents, dedicate the following street located all within "Placide Baudouin Estate" namely: First Street, as hereinabove described and does hereby grant the servitude for drainage purposes, all as shown on the annexed plan of subdivision, to public use, unto and in favor of the Parish

of St. Charles, the inhabitants of the Parish of St. Charles, and to the public in general;
and

Clyde A. Gisclair further declared unto me, Notary, which the aforesaid dedication and grant is subject to all the following terms and conditions, to-wit:

1. The dedication of the fee ownership of the property to the Parish of St. Charles is covered by the street identified hereinabove as First Street, but only as far as said street is located in "Placide Baudouin Estate".
2. The herein grant of the various servitude for drainage purposes shall constitute the granting only of a personal servitude of right of use being a "limited personal servitude" in favor of St. Charles Parish. Gisclair Properties LLC does hereby reserve all rights of fee ownership to that portion of the aforesaid "Placide Baudouin Estate", which comprises the servitude for drainage purposes.
3. Gisclair Properties LLC does hereby reserve all rights of ownership to all of the oil, gas and other minerals in, on and under the property covered and affected by the street identified hereinabove and by the aforesaid water, utility and drainage servitudes granted herein. In that connection, Gisclair Properties LLC does, however, agree to prohibit the use of any part of the surface of any of the property covered by the street and servitudes with respect to the exploration, development or production of minerals pursuant to this reservation. This reservation is made in accordance with "Placide Baudouin Estate" plan and intention to reserve all of the mineral rights in, on and under all of the lots in the Country Cottage Estates Subdivision, whereby, however, Gisclair Properties LLC will likewise impose a restriction on the entire subdivision against any use of the surface of any lot for exploration, development or productions of minerals, pursuant to this reservation. This reservation is made in accordance with Gisclair Properties LLC's plan and intention to reserve all of the mineral rights in, on and under all of the lots in the "Placide Baudouin Estate" Subdivision, whereby, however, Gisclair Properties LLC will likewise impose a restriction of the entire subdivision against any use of the surface of any lot for the exploration, development or production of minerals, or by any other binding means of strict surface operations in regard to mineral exploration in this subdivision.
4. The herein dedication of street and grant of servitude for drainage purposes are made by Gisclair Properties LLC without any warranty whatsoever except as provided for herein areas.
5. St. Charles Parish must bind and obligate itself not to use the property dedicated herein for street purposes in any manner, which would be inconsistent with or detrimental to such uses as a public street. St. Charles Parish must further bind and obligate itself to use the water, utility and drainage servitudes for water, utility and drainage purposes.
6. This dedication and granted are conditioned upon St. Charles Parish maintaining and policing the street dedicated herein, and maintaining the various water, utility and drainage facilities within the various water, utility and drainage servitudes areas.

7. The grant herein of servitude for drainage purposes shall be used exclusively for that purpose and Gisclair Properties LLC reserves the right to use or grant any other rights with respect to said property not inconsistent with the aforesaid servitudes for water, utility and drainage purposes. There herein granted water, utility and drainage servitudes shall not be utilized so as to unreasonably interfere with or impair ingress and egress from the street dedication herein to any of the lots in the "Placide Baudouin Estate" Subdivision.
8. Gisclair Properties LLC warrants that the herein dedication of street and grant of servitudes are free of any liens and/encumbrances and that no lots have been sold or alienated prior to the date hereof.
9. The dedication and grant made herein are made subject to any existing servitudes affecting the "Placide Baudouin Estate" such as by way of illustration but not limitation, pipeline servitudes and levees.
10. The herein dedication and grant shall insure to the benefit of St. Charles Parish of any successor governmental body of St. Charles Parish, which shall be bound by all of the terms and conditions hereof.

AND NOW, these presents, personally came and intervened:

ST. CHARLES PARISH, herein appearing by and through Albert Laque, Parish President, duly authorized by virtue of an Ordinance of the St. Charles Parish Council adopted this Act of Dedication and Acceptance was approved and accepted by the St. Charles Parish Council by Ordinance 07-5-7 on the day of May 7, 2007, a photocopy of which is attached and made a part hereof.

THIS DONE AND PASSED in triplicate originals, in my office, the undersigned Notary Public in and for the State of Louisiana, Parish of St. Charles, on the day, month and year herein first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after reading the whole.

WITNESSES:

GISCLAIR PROPERTIES, LLC

Adeline B. Verda BY: Clyde A. Gisclair
Dellie Vil Cooney
 Clyde A. Gisclair


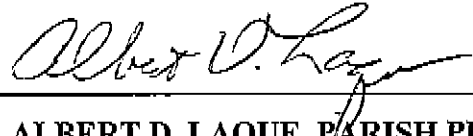
[Signature]
 NOTARY PUBLIC

THUS DONE AND PASSED in triplicate originals, in my office, the undersigned Notary Public in and for the State of Louisiana, Parish of St. Charles, on the day, month and year herein first above written, in the presence of the undersigned competent

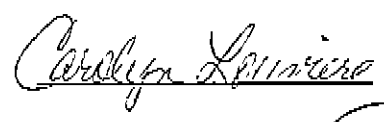
witnesses, who hereunto sign their names with the said appearers and me, Notary, after reading the whole.

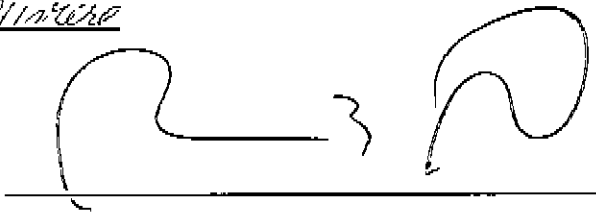
WITNESSES:

ST. CHARLES PARISH

 BY: 

ALBERT D. LAQUE, PARISH PRESIDENT





NOTARY PUBLIC
Robert L. Raymond, Notary
Bar # 11408

Attachment "A"

LEGAL DESCRIPTION

20' Drainage Servitude
(April 18, 2007)

The location of the servitude is described as being in St. Charles Parish, on the right descending bank of the Mississippi River in Section 2 of Township 12 South, Range 20 East, & Section 28 of Township 13 South, Range 20 East Southeast District of Louisiana, West of the Mississippi River, Hahnville, Louisiana; being a 20' Drainage Servitude on Lots 1A, 3A, 5A, 7A, 9A, 11A, 13A, 15A, 17A, 19A, 21A, 23A, 25A, 27A, 29A, 31A, 33A, 35A, 37A, 39A, 41A, 43A, 45A, 47A, 49A, 51A, 53A, 55A, 57A, 59A, 61A, 63A, 65A, 67A, 69A, 71A, 73A, 75A, 77A, 79A, 81A, 83A, 85A, 87A and 89A, Lot 3B-1 and Parcel ROW of Baudouin Estate and being more particularly described as follows:

Commencing at a Point said point being the southeast intersection of Lot 1B and La. Highway 18

Thence proceed S55°49'13"W a distance of 569.01' feet to a point;

The Point of Beginning.

Thence proceed S55°49'13"W a distance of 7013.50' feet to a point;

Thence proceed N12°30'00"E a distance of 29.15' feet to a point;

Thence proceed N55°49'13"E a distance of 6991.53' feet to a point;

Thence proceed S36°20'30"E a distance of 20.01' feet to a point;

The Point of Beginning.

LEGAL DESCRIPTION

55' Drainage Servitude (April 18, 2007)

The location of the servitude is described as being in St. Charles Parish, on the right descending bank of the Mississippi River in Section 2 of Township 12 South, Range 20 East, & Section 28 of Township 13 South, Range 20 East Southeast District of Louisiana, West of the Mississippi River, Hahnville, Louisiana; being a 55' Drainage Servitude on Lot 3B-1 of Baudouin Estate and being more particularly described as follows:

Commencing at a Point said point being the southeast intersection of Lot 1B and La. Highway 18

Thence proceed S55°49'13"W a distance of 7502.51' feet to a point;

The Point of Beginning.

Thence proceed S55°49'13"W a distance of 80.00' feet to a point;

Thence proceed N12°30'00"E a distance of 65.97' feet to a point;

Thence proceed N54°45'00"E a distance of 80.00' feet to a point;

Thence proceed S12°30'00"W a distance of 68.20' feet to a point;

The Point of Beginning.

LEGAL DESCRIPTION

Parcel ROW (April 18, 2007)

The location of the servitude is described as being in St. Charles Parish, on the right descending bank of the Mississippi River in Section 2 of Township 12 South, Range 20 East, & Section 28 of Township 13 South, Range 20 East Southeast District of Louisiana, West of the Mississippi River, Hahnville, Louisiana; being Parcel ROW of Baudouin Estate and being more particularly described as follows:

Commencing at a Point said point being the southeast intersection of Lot 1B and La. Highway 18

Thence proceed S55°49'13"W a distance of 4371.68' feet to a point;

The Point of Beginning.

Thence proceed S55°49'13"W a distance of 50.04' feet to a point;

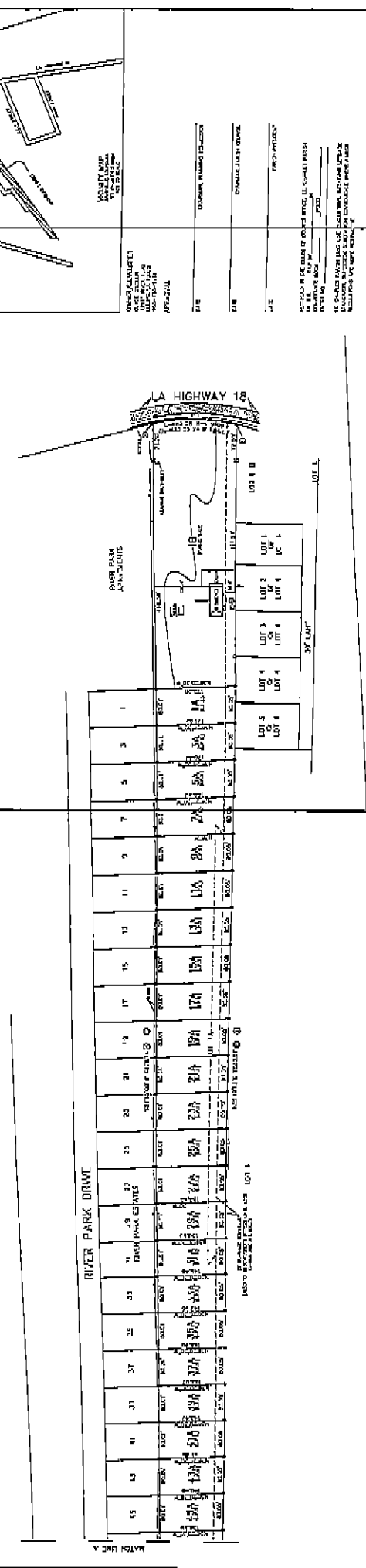
Thence proceed N36°20'30"W a distance of 103.41' feet to a point;

Thence proceed N54°45'00"E a distance of 50.01' feet to a point;

Thence proceed S36°20'30"E a distance of 102.35' feet to a point;

The Point of Beginning.

SURVEY PLAT AND RESUBDIVISION OF LOT 3A AND LOT 3B OF THE PARTITION OF PROPERTY OF
 PLACIDE BAUDOIN, ET AL INTO LOTS HEREIN DESIGNATED AS LOTS 1R, 1A, 3A, 5A, 7A, 9A, 11A, 13A, 15A, 17A, 19A, 21A, 23A,
 25A, 27A, 29A, 31A, 33A, 35A, 37A, 39A, 41A, 43A, 45A, 47A, 49A, 51A, 53A, 55A, 57A, 59A, 61A, 63A, 65A, 67A, 69A, 71A, 73A,
 75A, 77A, 79A, 81A, 83A, 85A, 87A, 89A, 91A, 93A, 95A, 97A, 99A, 101A, 103A, 105A, 107A, 109A, 111A, 113A, 115A, 117A,
 SITUATED IN SECTION 2, T-12-S, R-20-E & SECTION 20, T-13-S, R-20-E,
 HAHNVILLE ST CHARLES PARISH, LOUISIANA



COMPARISON STATEMENTS

1. AREA OF EACH LOT AS SHOWN ON THIS PLAT IS THE SAME AS THE AREA OF EACH LOT AS SHOWN ON THE PREVIOUS PLAT.

2. THE TOTAL AREA OF ALL LOTS SHOWN ON THIS PLAT IS THE SAME AS THE TOTAL AREA OF ALL LOTS AS SHOWN ON THE PREVIOUS PLAT.

3. THE TOTAL AREA OF ALL LOTS SHOWN ON THIS PLAT IS 1,234,567.89 ACRES.

LOT NO.	AREA ACRES	AREA SQR FT
1A	18,211.55	1,252,500.00
1B	18,211.55	1,252,500.00
1C	18,211.55	1,252,500.00
1D	18,211.55	1,252,500.00
1E	18,211.55	1,252,500.00
1F	18,211.55	1,252,500.00
1G	18,211.55	1,252,500.00
1H	18,211.55	1,252,500.00
1I	18,211.55	1,252,500.00
1J	18,211.55	1,252,500.00
1K	18,211.55	1,252,500.00
1L	18,211.55	1,252,500.00
1M	18,211.55	1,252,500.00
1N	18,211.55	1,252,500.00
1O	18,211.55	1,252,500.00
1P	18,211.55	1,252,500.00
1Q	18,211.55	1,252,500.00
1R	18,211.55	1,252,500.00
1S	18,211.55	1,252,500.00
1T	18,211.55	1,252,500.00
1U	18,211.55	1,252,500.00
1V	18,211.55	1,252,500.00
1W	18,211.55	1,252,500.00
1X	18,211.55	1,252,500.00
1Y	18,211.55	1,252,500.00
1Z	18,211.55	1,252,500.00
2A	18,211.55	1,252,500.00
2B	18,211.55	1,252,500.00
2C	18,211.55	1,252,500.00
2D	18,211.55	1,252,500.00
2E	18,211.55	1,252,500.00
2F	18,211.55	1,252,500.00
2G	18,211.55	1,252,500.00
2H	18,211.55	1,252,500.00
2I	18,211.55	1,252,500.00
2J	18,211.55	1,252,500.00
2K	18,211.55	1,252,500.00
2L	18,211.55	1,252,500.00
2M	18,211.55	1,252,500.00
2N	18,211.55	1,252,500.00
2O	18,211.55	1,252,500.00
2P	18,211.55	1,252,500.00
2Q	18,211.55	1,252,500.00
2R	18,211.55	1,252,500.00
2S	18,211.55	1,252,500.00
2T	18,211.55	1,252,500.00
2U	18,211.55	1,252,500.00
2V	18,211.55	1,252,500.00
2W	18,211.55	1,252,500.00
2X	18,211.55	1,252,500.00
2Y	18,211.55	1,252,500.00
2Z	18,211.55	1,252,500.00

PLANNING INFORMATION

OWNER: [Name]

DATE: [Date]

SCALE: [Scale]

PLANNING INFORMATION

DATE: [Date]

SCALE: [Scale]

NOTICE TO CONTRACTOR

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

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