



ST. CHARLES PARISH


OFFICE OF THE COUNCIL SECRETARY

P.O. BOX 302 • HAHNVILLE, LOUISIANA 70057
(985) 783-5000 • www.stcharlesparish.gov

COUNCIL OFFICE MEMORANDUM

DATE: FEBRUARY 12, 2025

TO: MR. COREY OUBRE
LEGAL SERVICES DIRECTOR

FROM: MICHELLE IMPASTATO 
COUNCIL SECRETARY

RE: RESCIND ORDINANCE NO. 24-10-4 AND LEASE AGREEMENT
ORMOND AREA FLOOD MITIGATION, CN RAILROAD CULVERT
INSTALLATION PROJECT (P200801)

On February 10, 2025, the St. Charles Parish Council adopted Ordinance No. 25-2-3 to rescind Ordinance No. 24-10-4 and to lease a .31 acre property for replacement parking over property now or formerly owned by S-One Properties, LLC, for the Ormond Area Flood Mitigation, CN Railroad Culvert Installation Project (P200801).

A copy of the ordinance along with four (4) unexecuted Lease Agreements are enclosed. Please return all four (4) fully executed Lease Agreements to our office for further processing.

MI/ag

Enclosure

cc: Parish Council
Ms. Samantha de Castro w/enclosure

2025-0008

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 25-2-3

An ordinance to rescind Ordinance No. 24-10-4 and to lease a .31 acre property for replacement parking over property now or formerly owned by S-One Properties, LLC, for the Ormond Area Flood Mitigation, CN Railroad Culvert Installation Project (P200801).

WHEREAS, Ordinance No. 24-10-4 adopted on October 21, 2024, by the St. Charles Parish Council, a purchase and/or expropriate a .31 acre temporary construction servitude for replacement parking over property now or formerly owned by S-One Properties, LLC, for the Ormond Area Flood Mitigation, CN Railroad Culvert Installation Project (P200801) and authorized the Parish President to execute any and all documents necessary to complete said purchase and/or expropriation on behalf of St. Charles Parish; and,

WHEREAS, pursuant to provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended ("URA"), modified terms of a lease agreement were negotiated by S-One Properties, LLC, and St. Charles Parish as a means to avoid litigation and keep the project schedule, thus Ordinance No. 24-10-4 needs to be rescinded; and,

WHEREAS, the Ormond area in Destrehan, St. Charles Parish, Louisiana has a history of drainage problems; and,

WHEREAS, drainage improvements are needed to relieve the constriction of flow under the CN Railroad tracks to increase the overall drainage capacity of the railroad crossing system and mitigate the flooding in the area; and,

WHEREAS, St. Charles Parish has secured funding from the State of Louisiana through the Office of Community Development Louisiana Watershed Initiative for this project; and,

WHEREAS, it is necessary for St. Charles Parish to acquire the identified real estate interest from landowners in order for St. Charles Parish to construct, operate, and maintain the Ormond Area Flood Mitigation, CN Railroad Culvert Installation Project to protect the property owners in the Destrehan community; and,

WHEREAS, properties are more particularly described on the Survey of Lot 2010 Ormond Country Club Estate Commercial Area prepared by Lucien C. Gassen, P.L.S., dated February 10, 1993, attached hereto and made a part hereof.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Ordinance No. 24-10-4, adopted October 21, 2024, is hereby rescinded.

SECTION II. That the Lease Agreement for the .31 acre Leased Property for replacement parking over property now or formerly owned by S-One Properties, LLC, is hereby approved and accepted for the not-to-exceed value of \$26,400.00 for the Initial Term and \$13,200.00 for the Renewal Period if exercised.

SECTION III. That the Parish President is hereby authorized to execute any and all documents necessary to complete said Lease Agreement on behalf of St. Charles Parish.

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

YEAS: MOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE,
O'DANIELS, FISHER, DEBRULER

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted the 10th day of February, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Holly Fonseca

SECRETARY: Michelle Dupont

DLVD/PARISH PRESIDENT: February 11, 2025

APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell

RETD/SECRETARY: February 12, 2025

AT: 11:09am RECD BY: [Signature]

LEASE AGREEMENT

**STATE OF LOUISIANA
PARISH OF ST. CHARLES**

BE IT KNOWN, that on the dates set forth below, but effective as of the date the agreement is fully executed ("Effective Date"), before the undersigned Notaries Public, duly commissioned and qualified in and for the States and Parish/County as set forth above, and in the presence of the undersigned witnesses, personally came and appeared;

S-ONE PROPERTIES, LLC (XX-XXX-4206), (100% Interest), a limited liability company existing under the Laws of Louisiana, represented herein by Navdeep Singh, Member, pursuant to Certificate of Authority, whose mailing address is 69 Elmwood Drive, Destrehan, LA 70047,

(hereinafter designated as "**LESSOR**"), who declared that for the consideration hereinafter recited, LESSOR does by these presents, grant, dedicate, assign, transfer, deliver, alienate, and set over, with all warranties and with full substitution in and to all rights and actions of warranty which said LESSOR may have against all preceding owners and vendors, unto;

ST. CHARLES PARISH, a political subdivision of the State of Louisiana, herein represented by **Matthew Jewell**, its Parish President, appearing herein pursuant to Ordinance No. 25-2-3, adopted by the St. Charles Parish Council on the 10th day of February, 2025, a certified copy of which is attached hereto and made a part hereof, whose mailing address is P.O. Box 302, Hahnville, LA 70057 (hereinafter designated as "**LESSEE**").

(hereinafter designated as "**LESSEE**"; also herein referred to collectively with LESSOR as "Parties"); in connection with the Ormond Area Flood Mitigation, CN Railroad Culvert Installation Project (hereinafter referred to as "Project") a temporary right of use, servitude, easement, and lease of the lands described as the Leased Property for temporary parking and construction, including the right to park, move, store, and remove vehicles and/or equipment and supplies, to deposit fill material, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles; reserving, however, to the landowners, their heirs, and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads, highways, public utilities, railroads, and pipelines.

LEASED PROPERTY

Lot 2010 of Ormond Country Club Estates, in St. Charles Parish, Louisiana, as shown on the plat made by Lucien C. Gassen, PLS, dated February 10, 1993, and entitled "Survey of Lot 2010 Ormond Country Club Estates, Commercial Area, St. Charles Parish, Louisiana", attached hereto and made a part hereof.

Being the same property acquired by S-One Properties, LLC by Cash Sale, dated September 2, 2020, recorded in the conveyance records of the St. Charles Parish Clerk of Court on September 4, 2020 in Entry No. 451824.

Hereinafter referred to as the "Leased Property".

The term of this Lease Agreement ("Initial Term") shall be for a period of twenty-four (24) months beginning on the Effective Date and expiring at midnight twenty-four (24) months later.

The consideration for the herein described lease is the price and sum of TWENTY-SIX THOUSAND FOUR HUNDRED AND NO/100 (\$26,400.00) DOLLARS, which LESSEE has paid cash in hand, in current money, to said LESSOR, who acknowledges the receipt thereof and grant full acquittance and discharge thereof. LESSOR acknowledges and agrees that the consideration provided herein constitutes full and final settlement for the lease of Leased Property herein granted and for any and all diminution in the value of LESSOR's remaining property as a result of the granting of this lease.

LESSOR grants unto LESSEE the right to renew the Lease Agreement for one renewal period of twelve (12) months which may be exercised by LESSEE giving written notice to LESSOR no less than 30 days prior to the expiration of the Initial Term of the Lease Agreement. ("Renewal Period")

Consideration for the Renewal Period shall be the price and sum of THIRTEEN THOUSAND TWO HUNDRED AND NO/100 (\$13,200.00) DOLLARS, which LESSEE will pay to LESSOR at or before the expiration of the Initial Term of the Lease Agreement.

Except as expressly provided in any separate writing, no title examination or title opinion has been requested or performed on behalf of the LESSEE by the undersigned Notaries Public or settlement agent, and the LESSEE expressly rejects the necessity of the same and agrees to release and relieve the Notaries Public and settlement agent from any responsibility and liability in connection therewith.

All ad valorem taxes assessed against the above-described property for the three (3) years immediately preceding the current year have been paid. LESSOR shall, during the Initial Term of the Lease Agreement and any Renewal Period, be responsible for payment of ad valorem taxes assessed against the Leased Property.

The LESSEE shall, during the term of this Lease Agreement, and in the renewal thereof, at its sole expense, keep the Leased Property in as good a condition and repair as it is at the Effective Date of this Lease Agreement, reasonable wear and use excepted. It is understood and agreed that prior to completion of the Project, the Leased Property shall be restored to substantially similar condition that existed immediately prior to initiation of the Project, including removal of aggregate material placed on site, restoration of the site to a similar elevation and grade if fill is removed, and placement of sod on site.

The LESSEE is not obligated to pay any additional expenses which includes utilities, ad valorem taxes, insurance, charges or expenses of any nature whatsoever in connection with the ownership and operation of the Leased Property.

No alteration, modification, or amendment of this Lease Agreement shall be effective unless reduced to writing and signed by authorized representatives of both Parties.

This Lease Agreement and any amendments thereto shall be binding upon the LESSOR and the LESSEE and/or their respective successors, heirs, assigns, executors and administrators.

This agreement shall be executed in triplicate, 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 acknowledgment pages from the various counterparts may be merged and combined with signature and acknowledgment pages from other counterparts.

[Remainder of page intentionally left blank]

IN TESTIMONY WHEREOF, in the Parish of _____, State of Louisiana 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 and notary, as of the ____ day of _____, 2025, after a due reading of the whole.

WITNESSES:

LESSOR:
S-ONE PROPERTIES, LLC

BY: NAVDEEP SINGH
ITS: MEMBER

Print Name

Print Name

NOTARY PUBLIC

Printed Name: _____
Notary Identification or Bar Roll No.: _____
My Commission expires: _____

IN TESTIMONY WHEREOF, in Parish of St. Charles, State of Louisiana 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 and notary, as of the ____ day of _____, 2025, after a due reading of the whole.

WITNESSES:

Print Name

Print Name

LESSEE:
ST. CHARLES PARISH

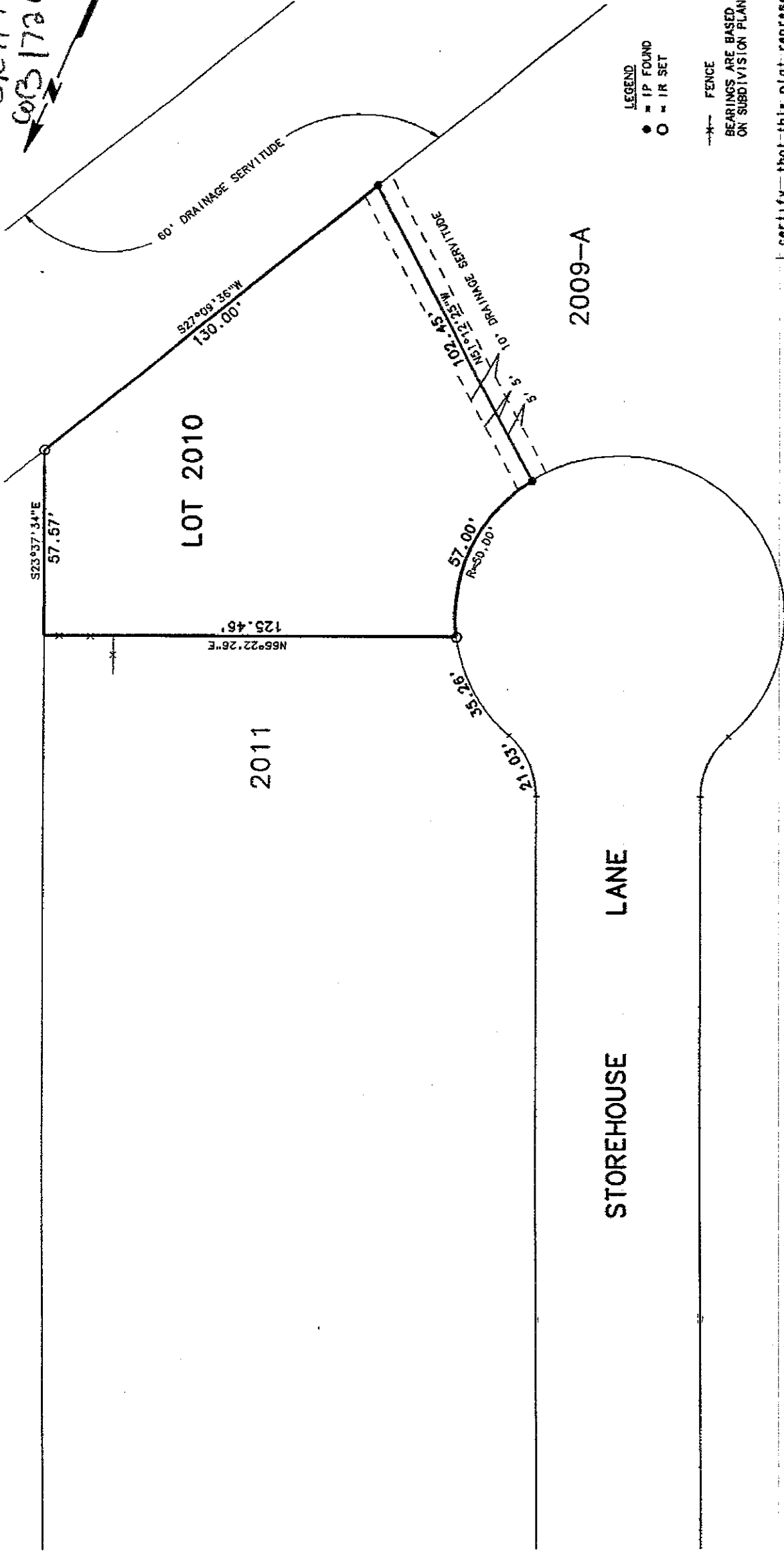
BY: MATTHEW JEWELL
ITS: PRESIDENT

NOTARY PUBLIC

Printed Name: _____
Notary Identification or Bar Roll No.: _____
My Commission expires: _____

BK 1147
COR 3172609

COB: 172609; Page: 5; Filed: 3/12/1993 12:00:00AM [stcharles:]



LEGEND
● = IP FOUND
○ = IR SET

FENCE
BEARINGS ARE BASED
ON SUBDIVISION PLAN

I certify that this plat represents an actual ground survey performed under my supervision and is in accordance with the Louisiana standards of practice for a Class C survey.

[Signature]

LUCIEN C. GASSEN, PLS
Registration No. 353
LULING, LOUISIANA 70070

SURVEY OF LOT 2010
ORMOND COUNTRY CLUB ESTATES
COMMERCIAL AREA
ST. CHARLES PARISH, LOUISIANA
SCALE: 1" = 40'
FEBRUARY 10, 1993

CERTIFIED TO JESSE DUPLANTIS MINISTRIES

The servitudes shown on this survey are limited to those set forth per subdivision plat and there is no representation that all applicable servitudes are shown hereon. No title search or public record search was made in compiling data for this survey.

This is to certify that I have consulted the Flood Insurance Rate Maps and found that this property is in Zone AE.

Side

BOULEVARD

ORMOND

STOREHOUSE

LANE

LOT 2010

2011

2009-A

UNITED STATES OF AMERICA

STATE OF

PARISH/COUNTY OF

**CERTIFICATE OF AUTHORITY
TO ACT FOR S-ONE PROPERTIES, LLC**

On the date hereinafter set forth, the undersigned, being Members of S-ONE PROPERTIES, LLC, a Limited Liability Company, authorized to and doing business in the State of Louisiana came and appeared

Navdeep Singh, 69 Elmwood Drive, Destrehan, LA 70047

Ranjit Singh, 69 Elmwood Drive, Destrehan, LA 70047

Who acknowledge and declare that they are the Members of S-ONE PROPERTIES, LLC, a Limited Liability Company, organized under the laws of the State of Louisiana and through its Articles of Organization, dated August 29, 2020, which are recorded in the office of the Secretary of State of the State of Louisiana, and hereby certify, agree and declare that NAVDEEP SINGH, is authorized to act for and in the name of the said S-ONE PROPERTIES, LLC, to do the following:

1. Execute a LEASE AGREEMENT to transfer and convey a temporary right of use, servitude, easement, and lease over property situated in the ST. CHARLES PARISH, Louisiana, hereinafter referred to as the "Property" which property more fully described as follows:

LEASED PROPERTY

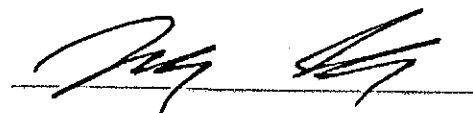
Lot 2010 of Ormond Country Club Estates, in St. Charles Parish, Louisiana, as shown on the plat made by Lucien C. Gassen, PLS, dated February 10, 1993, and entitled "Survey of Lot 2010 Ormond Country Club Estates, Commercial Area, St. Charles Parish, Louisiana".

2. Execute and sign any and all documents and writings of any kind whatsoever as deemed necessary in connection with granting a Lease to the Property.
3. Execute and deliver instruments, documents, agreements and other writings authorized in this certificate upon such terms, and in such form as he, in his sole, exclusive and absolute discretion deems necessary, advisable or proper.

The undersigned does further declare on behalf of S-ONE PROPERTIES, LLC, that any person dealing with NAVDEEP SINGH, may assume that his authority is still in full force and effect unless there is recorded in the conveyance records of St. Charles Parish, Louisiana an express revocation of such authority.

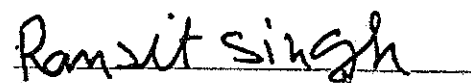
THUS DONE AND SIGNED on the 1st day of February, 2025.

S-ONE PROPERTIES, LLC



By: Navdeep Singh

Its: Member



By: Ranjit Singh

Its: Member

2025-0008

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

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- WHEREAS,** Ordinance No. 24-10-4 adopted on October 21, 2024, by the St. Charles Parish Council, a purchase and/or expropriate a .31 acre temporary construction servitude for replacement parking over property now or formerly owned by S-One Properties, LLC, for the Ormond Area Flood Mitigation, CN Railroad Culvert Installation Project (P200801) and authorized the Parish President to execute any and all documents necessary to complete said purchase and/or expropriation on behalf of St. Charles Parish; and,
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- WHEREAS,** St. Charles Parish has secured funding from the State of Louisiana through the Office of Community Development Louisiana Watershed Initiative for this project; and,
- WHEREAS,** it is necessary for St. Charles Parish to acquire the identified real estate interest from landowners in order for St. Charles Parish to construct, operate, and maintain the Ormond Area Flood Mitigation, CN Railroad Culvert Installation Project to protect the property owners in the Destrehan community; and,
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O'DANIELS, FISHER, DEBRULER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted the 10th day of February, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Holly Forrester
SECRETARY: Nichelle Dupont
DLVD/PARISH PRESIDENT: February 11, 2025
APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: February 12, 2025
AT: 11:09am RECD BY: [Signature]

CERTIFIED TRUE & CORRECT AS PER
MINUTES DATED 2/10/2025
Nichelle Dupont
SECRETARY
ST. CHARLES PARISH COUNCIL