

*Adol.*

**2016-0069**

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT  
(DEPARTMENT OF PUBLIC WORKS)**

**ORDINANCE NO. 16-2-13**

An ordinance to approve and authorize the Parish President to acquire a 2,766.58 SF perpetual drainage servitude over property identified as Parcel DS5-1a in Section 6, Township 12 South – Range 7 East, Town of MONTZ, St. Charles Parish, Louisiana, which property is more particularly described in the Act of Servitude attached hereto and made a part hereof, from Gregory Thibodeaux and Jill Irene Barker, and/or all other owners of record, as their interests may appear, said property to be used for drainage purposes in connection with Parish Project P080802 Coulee Canal Improvements.

**WHEREAS,** the area near Evangeline Road in Montz, St. Charles Parish, Louisiana has a history of drainage problems; and,

**WHEREAS,** an Engineering Analysis was completed along the length of the Coulee Canal, which produced recommendations to improve the drainage conveyance system in said area including cleaning and reshaping the Coulee Canal; and,

**WHEREAS,** the proposed drainage improvement project requires the acquisition of a perpetual drainage servitude over Parcel DS5-1a in in Section 6, Township 12 South – Range 7 East, Town of Montz, St. Charles Parish, Louisiana, described in the Act of Servitude attached hereto; and,

**WHEREAS,** the drainage project and the acquisition of the hereinafter described servitude is in furtherance of the public's best interest and purpose, and is in satisfaction of a public need.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the Parish President is hereby authorized to purchase at a price not to exceed its appraised value of \$7,764.00 the property more particularly described in the Act of Servitude attached hereto and made a part hereof, from Gregory Thibodeaux and Jill Irene Barker and/or all other owners of record, as their interests may appear, said property is to be used by St. Charles Parish for drainage purposes, including but not limited to the cleaning and reshaping the Coulee Canal.

**SECTION II.** 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:       BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK,  
              FLETCHER, FISHER-PERRIER

NAYS:       NONE

ABSENT:    NONE

And the ordinance was declared adopted the 15th day of February, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Wendy Benedetto*  
SECRETARY: *[Signature]*  
DLVD/PARISH PRESIDENT: *2/16/16*  
APPROVED: *[Signature]* DISAPPROVED: \_\_\_\_\_  
PARISH PRESIDENT: *[Signature]*  
RETD/SECRETARY: *2/17/16*  
AT: *10:40a* RECD BY: *[Signature]*

*Servitude filed w/o Ordinance*  
RECORDED IN THE ST. CHARLES PARISH  
CLERK OF COURT OFFICE

ON March 29, 2016

AS ENTRY NO. 413618

IN MORTGAGE/CONVEYANCE BOOK

NO. 829 FOLIO 589

*On 3-30-16 per the Legal Services  
Director, Ord. No. 16-2-13 does not  
need to be recorded in the Clerk's Office.*

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

ACT OF SERVITUDE

BE IT KNOWN, that on this 17<sup>th</sup> day of March, in the year two thousand and sixteen (2016).

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:

**JILL BARKER THIBODEAUX WIFE OF/AND GREG C. THIBODEAUX**, being persons of the full age and majority, domiciled in the Parish of St. Charles, State of Louisiana who declared unto me, Notary, that JILL BARKER THIBODEAUX has been married twice, first to Allen Schexnaydre from whom she divorced in 1994, in the Parish of Jefferson, State of Louisiana, secondly to Greg C. Thibodeaux, with whom she is presently living and residing; and further declared that GREG C. THIBODEAUX has been married but once and then to JILL BARKER THIBODEAUX with whom she is presently residing and whose present mailing address is 132-A Thoroughbred Avenue, Montz LA, 70068; Avenue, Montz LA, 70068;

herein after referred to as "**GRANTOR**"

-and-

**PARISH OF ST. CHARLES**, a political subdivision of the State of Louisiana, herein represented by **LARRY COCHRAN**, its Parish President, whose mailing address is P.O. Box 302, Hahnville, Louisiana, 70057; authorized pursuant to Ordinance No. 16-2-13 adopted by St. Charles Parish Council on the 15<sup>th</sup> day of February, 2016, 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 drainage servitude, easement, and right-of-way described as DS5-1a unto **GRANTEE** to locate, construct, maintain, repair, operate, patrol and replace a drainage channel, including all appurtenances thereto, through, around, under, and/or over the following described property situated in St. Charles Parish, 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 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 PORTION of the **Coulee Canal Maintenance & Access Servitude** located across Lot B-1, Dixieland Subdivision Extension, in Section 6, Township 12 South – Range 7 East, **Town of MONTZ**, St. Charles Parish, Louisiana, being the property of Gregory C. Thibodeaux and Jill Irene Barker and is more fully described as follows:

**COMMENCE** at the northeast corner of Lot 28-A, Dixieland Subdivision Extension;

THENCE, proceed along the northerly line of Lot 28-A, N 41°26'28" W a distance of 1.00 feet to a point that intersects with the easterly line of Thoroughbred Avenue (a 50' R.O.W.);

THENCE, proceed along the aforesaid easterly line, N 47°53'04" E a distance of 117.39 feet to the **POINT OF BEGINNING**;

THENCE, continue along the aforesaid easterly line, N 47°53'04" E a distance of 27.92 feet to a point;

THENCE, proceed S 32°03'18" E a distance of 69.74 feet to a point on a common property line;

THENCE, proceed along the aforesaid common property line, S 47°11'04" W a distance of 46.10 feet to a point;

THENCE, proceed N 27°57'07" W a distance of 35.36 feet to a point;

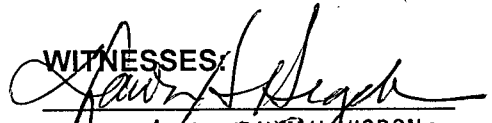

THENCE, proceed N 10°16'29" W a distance of 41.14 feet to the **POINT OF BEGINNING**.

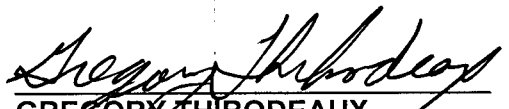
The above described portion of ground contains **2,766.58** square feet or **0.064** acres. All in accordance with the attached plan of **DRAINAGE SERVITUDES** by G.E.C., Inc., Job No. 413-2060106.004, dated April 21, 2015; revised August 25, 2015.

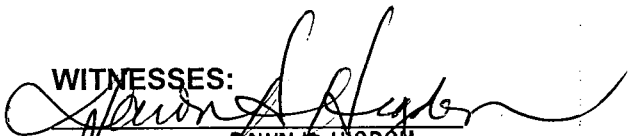
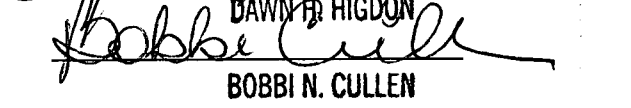
**TO HAVE AND TO HOLD** said servitude, easements, and rights of way unto said **GRANTEE**, and its successors and assigns forever. The consideration for the herein described servitude is the price and sum of SEVEN THOUSAND SEVEN HUNDRED SIXTY FOUR AND NO/100 (\$7,764.00) DOLLARS, which **GRANTEE** has 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 to locate, construct, maintain, repair, operate, patrol and replace a drainage channel, including all appurtenances thereto. **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 drainage servitude.

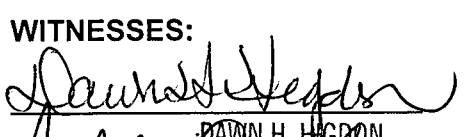

THUS done, read and passed at my office in the City of Hahnville, Parish and State  
aforesaid, in the presence of undersigned competent witnesses who have hereunto signed their  
names with the parties and me, said Notary, the day, month and year first above written.


WITNESSES:  
  
DAWN H. HIGDON  
  
BOBBI N. CULLEN

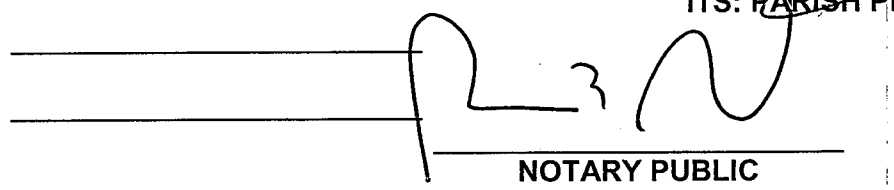
GRANTOR:  
  
GREGORY THIBODEAUX

WITNESSES:  
  
DAWN H. HIGDON  
  
BOBBI N. CULLEN

GRANTOR:  
  
BILL IRENE BARKER THIBODEAUX

WITNESSES:  
  
DAWN H. HIGDON  
  
BOBBI N. CULLEN

GRANTEE:  
PARISH OF ST. CHARLES  
  
BY: LARRY COCHRAN  
ITS: PARISH PRESIDENT

  
NOTARY PUBLIC  
ROBERT L. RAYMOND - NO. 11408

