

*Ord.*  
**2016-0101**

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

**ORDINANCE NO. 16-3-11**

An ordinance to approve and authorize the Parish President to acquire a 5,481.03 SF perpetual drainage servitude over property identified as Parcel DS11-2 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 Three 4 Three, LLC, 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 P080802-10 Coulee Canal Improvements.

**WHEREAS,** the area near Thoroughbred Avenue 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 DS11-2 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 \$1,523.00 the property more particularly described in the Act of Servitude attached hereto and made a part hereof, from Three 4 Three, LLC 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 7th day of March, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Wendy Benedetto*  
SECRETARY: *Liffany K. Clark* <sup>vb</sup>  
DLVD/PARISH PRESIDENT: *3/9/16*  
APPROVED: *[Signature]* DISAPPROVED: \_\_\_\_\_  
PARISH PRESIDENT: \_\_\_\_\_  
RETD/SECRETARY: *3/9/16*  
AT: *2:50 pm* RECD BY: *AKC* <sup>vb</sup>

RECORDED IN THE ST. CHARLES PARISH  
CLERK OF COURT OFFICE  
ON *May 13, 2016*  
AS ENTRY NO. *414798*  
IN MORTGAGE/CONVEYANCE BOOK  
NO. *832* FOLIO *1*

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

ACT OF SERVITUDE

BE IT KNOWN, that on this 2nd day of May, 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:

**Three 4 Three, LLC**, a Limited Liability Company authorized to do & doing business in the State of Louisiana, Parish of St. Charles, whose present mailing address is 331 Girod Street, Mandeville, LA, 70068, herein appearing through **CHRIS M. TREPAGNIER**, its duly authorized Member;

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. 16-3-11 adopted by St. Charles Parish Council on the 7th day of March, 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 DS11-2 unto **GRANTEE** to locate, construct, maintain; repair, operate, patrol and/or 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 an undesignated portion of ground being ½ arpent front at the river, (less portion sold) in Section 6, Township 12 South – Range 7 East, **Town**

of **MONTZ**, St. Charles Parish, Louisiana, being the property of Three 4 Three, LLC and is more fully described as follows:

**COMMENCE** at the southwest corner of the property of Gene P. Duplessis, Alcee Paul Duplessis, Sheryl Margaret Duplessis Wilson, Gary Jude Duplessis, also the aforesaid corner being located on the easterly right of way line of River Road (La. Highway 628);

THENCE, proceed along the northerly property line of the aforesaid owners, N 52°11'46" E a distance of 1,181.37 feet to a point;

THENCE, proceed S 12°51'50" W a distance of 45.76 feet to a point of curve;

THENCE, proceed along a curve to the left, in a southwesterly direction, with a radius of 525.00 feet, having an arc length of 58.98 feet, along a chord bearing of S 09°38'43" W a chord of 58.95 feet to the **POINT OF BEGINNING**;

THENCE, proceed along a common property line, N 51°53'50" E a distance of 82.08 feet to a point;

THENCE, proceed S 12°51'50" W a distance of 4.90 feet to a point of curve;

THENCE, proceed along a curve to the left, in a southwesterly direction, with a radius of 470.00 feet, having an arc length of 99.60 feet, along a chord bearing of S 06°47'35" W a chord of 99.41 feet to a point;

THENCE, proceed along a common property line, S 51°29'45" W a distance of 68.68 feet to a non-tangent point of curve;

THENCE, proceed along a curve to the right, in a northeasterly direction, with a radius of 525.00 feet, having an arc length of 95.75 feet, along a chord bearing of N 01°12'07" E a chord of 95.61 feet to the **POINT OF BEGINNING**.

The above described portion of ground contains **5,481.03** square feet or **0.126** acres. All in accordance with a 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 ONE THOUSAND FIVE HUNDRED TWENTY THREE AND NO/100 (\$1,523.00) DOLLARS, which **GRANTEE** has paid cash in hand, in current money, to said **GRANTOR**, who acknowledges the receipt thereof and grants full acquittance and discharge thereof.

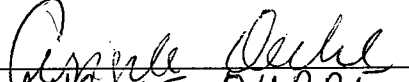
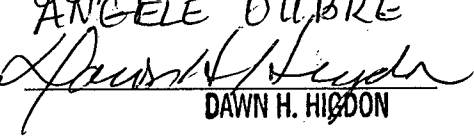
**GRANTOR** grants unto **GRANTEE** the right of ingress and egress to and from said servitude to locate, construct, maintain, repair, operate, patrol and/or replace a drainage channel, including all appurtenances thereto. **GRANTOR** retains the rights to fully use and enjoy the above-described property, except as to the rights here and above granted. **GRANTEE** agrees to indemnify and hold harmless **GRANTOR** from any and all claims for damages, including attorney's fees, which **GRANTOR** may suffer, arising out of the construction, repair, use, operation and/or maintenance of this drainage servitude by the Parish of St. Charles, its agents or employees. After completion of any construction, maintenance or any other activity undertaken by **GRANTEE** in its exercise of any of its rights stated herein or to which it is entitled

by law, **GRANTEE** obligates itself to repair any damages it caused to the property herein described.

It is further understood and agreed that **GRANTOR** has the right to install, at the sole cost of the **GRANTOR**, a culvert(s) for a crossing(s) over the Coulee Canal and across the new servitude subject to the **GRANTEE's** approval of the Department of Public Works permit application. Said approval shall not be unreasonably withheld. It is further understood and agreed that any crossing(s) the **GRANTOR** installs cannot include culverts that decrease the flow capacity of the Coulee Canal.

**THUS** done, read and passed at my office in 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.

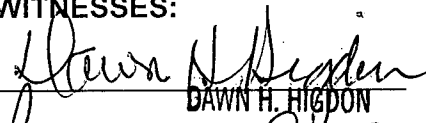
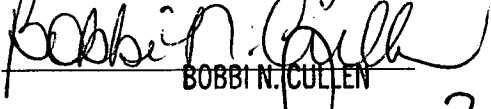
**WITNESSES:**

  
ANGELE OUBRE  
  
DAWN H. HIGDON

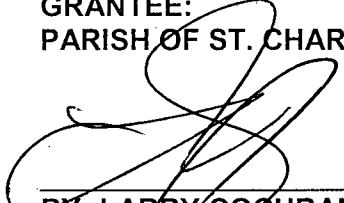
**GRANTOR:**  
THREE 4 THREE, LLC

  
BY: CHRIS TREPAGNIER, MEMBER

**WITNESSES:**

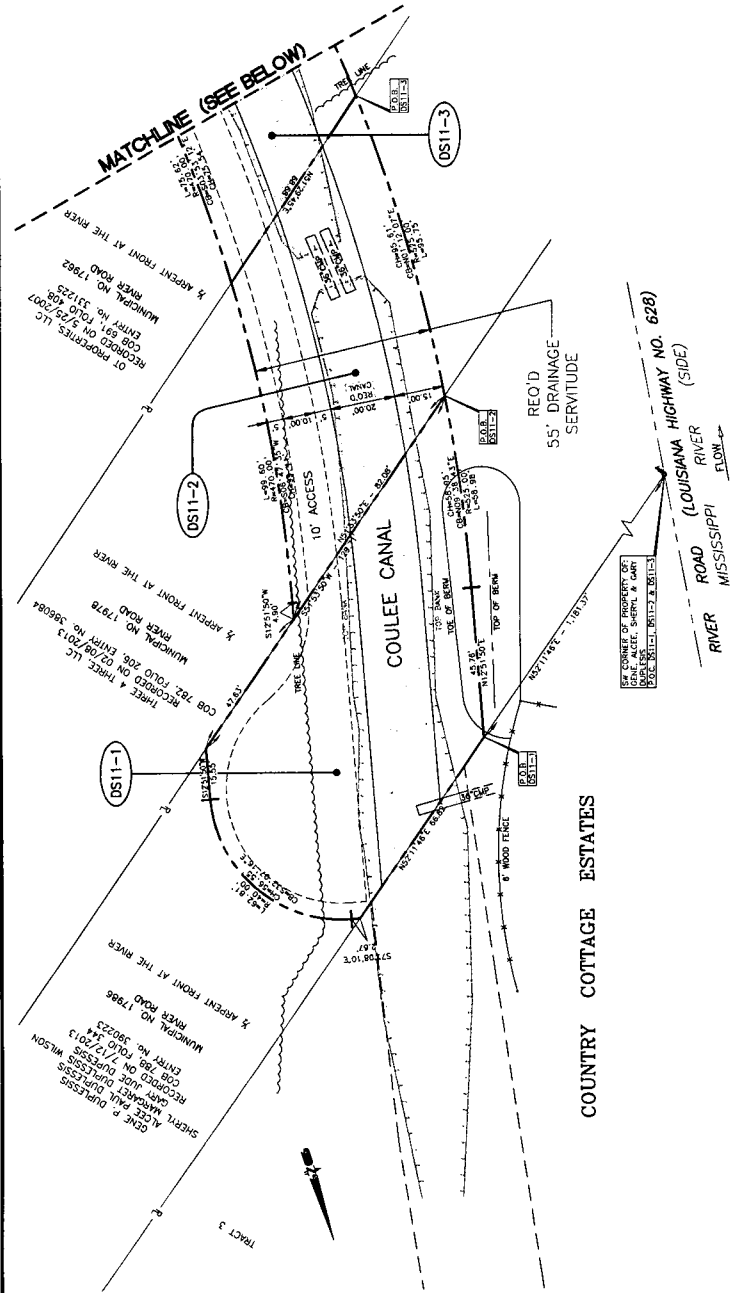
  
DAWN H. HIGDON  
  
BOBBI N. CULLEN

**GRANTEE:**  
PARISH OF ST. CHARLES

  
BY: LARRY COCHRAN  
ITS: PARISH PRESIDENT

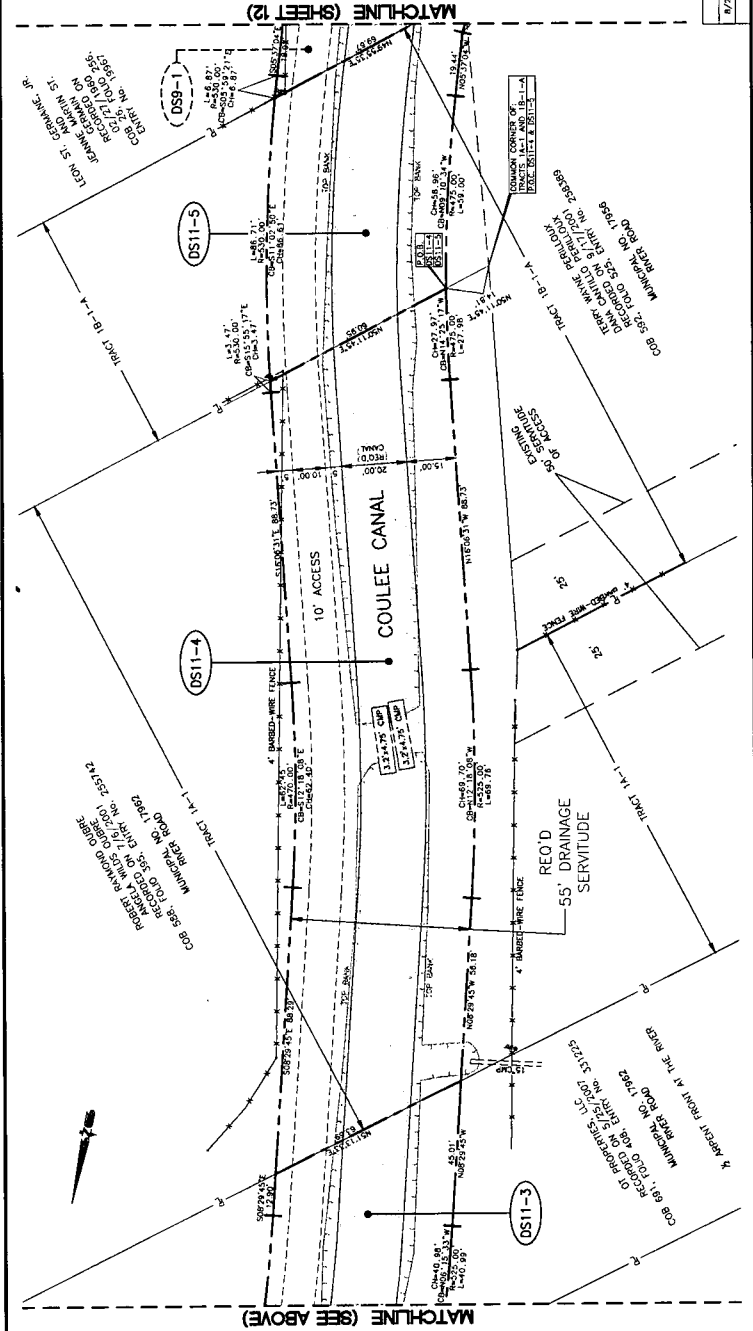
\_\_\_\_\_  
NOTARY PUBLIC  
ROBERT L. RAYMOND - NO. 11408

SECTION 6  
T12S-R7E



COUNTRY COTTAGE ESTATES

MISSISSIPPI RIVER  
FLOW



|  |                     |
|--|---------------------|
| <b>DRAINAGE SERVITUDES</b>   |                     |
| REQUIRED DRAINAGE SERVITUDES FOR A PORTION OF COULEE CANAL SECTIONS 6, 7, 17 & 42, T12S-R7E TOWN OF MONTZ, ST. CHARLES PARISH, LA. |                     |
| <b>GEC</b><br>Geotechnical Engineering Consultants   |                     |
| 3445 N. CAUDREY BLVD., STE. 401, METairie, LA. 70002 (504)536-5555   |                     |
| SCALE: 1" = 20'  | DRAWN BY: CWP       |
| DATE: 4/21/2015  | CHECKED BY: CWP     |
| JOB NO.: 413-2060106.024   | SHEET NO.: 11 OF 13 |

|                 |   |
|-----------------|---|
| DATE: 8/25/2015 | REVISION RECORD                           |
| 8/25/2015       | REVISED DS11-1, DS11-2, DS11-3 and DS11-4 |
|                 | BY: E.P.P.                                |
|                 | DRAWN BY: CWP                             |