

Keslo.

2014-0021

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PLANNING AND ZONING)**

RESOLUTION NO. 6065

A resolution providing mandatory supporting authorization to endorse the resubdivision of Lots 3-A-1-A and 4B, Ormond Center Ormond Plantation, into Lots 3-A-1-A-1, 3-A-1-A-2, Lot 4B-2, 4B-3, 5, 6, 7 and to create Tract OCC for access, Ormond Center Ormond Plantation at 12609, 12627 Airline Hwy, 110, 121, 131, 141, 150 Ormond Center Court, and 3001 Ormond Blvd, with waivers to the required 60' width on a developed public street and to the requirements that all side lot lines be at right angles to straight street lines.

WHEREAS, the St. Charles Parish Subdivision Ordinance of 1981 (as amended) requires a Supporting Resolution of the Parish Council to waive the requirements for minimum frontage width on a developed public street; and,

WHEREAS, the St. Charles Parish Subdivision Ordinance of 1981 (as amended) requires a Supporting Resolution of the Parish Council to waive requirements the that all side lot lines be at right angles to straight street lines; and,

WHEREAS, proposed Lots 3-A-1-A-2, 4B-2, 4B-3, 5 and 7 do not meet the requirements for minimum frontage width on a developed public street; and,

WHEREAS, the side lot lines of proposed Lots 4A-1 and 6 are not at right angles to straight street lines; and,

WHEREAS, at their January 16, 2013 meeting, the Planning Commission approved, as stipulated, PZS-2014-01 with the noted waivers to the subdivision regulations.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL, does hereby provide this supporting resolution of the approval of PZS-2014-01, a subdivision of Lots 3-A-1-A and 4B, Ormond Center Ormond Plantation, into Lots 3-A-1-A-1, 3-A-1-A-2, Lot 4B-2, 4B-3, 5, 6, 7 and to create Tract OCC for access, Ormond Center Ormond Plantation at 12609, 12627 Airline Hwy, 110, 121, 131, 141, 150 Ormond Center Court, and 3001 Ormond Blvd, with waivers to: the required 60' width on a developed public street for proposed Lots 3-A-1-A-2, 4B-2, 4B-3, 5 and 7 and to the requirements that all side lot lines be at right angles to straight street lines for Lots 4A-1 and 6 with the following stipulations:

1. The applicant shall submit for review, approval and recordation a servitude agreement that clearly outlines the ownership and maintenance of Tract OCC. Said agreement shall be recorded in conjunction with the subdivision.
2. The applicant shall submit for review and approval of a parking analysis showing all proposed lots meet or exceed the parking requirements. Should shared parking be required, it shall be noted on the subdivision map and/or recorded in a Parking Agreement in conjunction with the subdivision filing.

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

YEAS: SCHEXNAYDRE, TASTET, WILSON, WOODRUFF, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER

NAYS: NONE

ABSENT: NONE

And the resolution was declared adopted this 3rd day of February, 2014, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____
 SECRETARY: _____
 DLVD/PARISH PRESIDENT: 24-14
 APPROVED: DISAPPROVED: _____
 PARISH PRESIDENT: VJSP
 RETD/SECRETARY: 24-14
 AT: 4:00 pm RECD BY: [Signature]

STATE OF LOUISIANA

PARISH OF ST. CHARLES

ACCESS FOR SERVITUDE AND PRIVATE ROAD MAINTENANCE AGREEMENT

Before the undersigned Notary Public, duly commissioned and qualified, appeared the undersigned property owners:

ORMOND CENTER ONE, LLC, Tax Identification Number XX-XXX____, a Limited Liability Company organized and existing under and by virtue of the laws of the State of Louisiana, domiciled in St. Charles Parish, within said State, represented by PAUL J. MURRAY, III, its manager by virtue of a Certificate of Authority, a copy of which is annexed hereto and made a part hereof, whose present mailing address is C/O June Murray, 13760 River Road, Destrehan, Louisiana 70047 ;

ORMOND CENTER TWO, LLC, Tax Identification Number XX-XXX____, a Limited Liability Company organized and existing under and by virtue of the laws of the State of Louisiana, domiciled in St. Charles Parish, within said State, represented by PAUL J. MURRAY, III, its manager by virtue of a Certificate of Authority, a copy of which is annexed hereto and made a part hereof, whose present mailing address is C/O June Murray, 13760 River Road, Destrehan, Louisiana 70047;

all persons of the full age of majority, in the presence of the undersigned competent witnesses, who did declare and state:

Description of Private Road

That they do hereby acknowledge the ownership of a private road running from Ormond Boulevard to Airline Highway identified as ORMOND CENTER COURT, as shown on a survey of BFM Corporation, LLC by John S. Teegarden, Licensed Professional Land Surveyor, dated December 6, 2013 and recorded at COB 797, page 758, Entry No. 3955b7, records of St. Charles Parish, currently used as ingress and egress for lot numbers **2-A-1, 3-A-1-A-1, 3-A-1-A-2, 4A-1, 4B-2, 4B-3, 5, 6 and 7.**

Access Servitude

In consideration of their mutual advantage of access and use over the property referenced herein, the said property owners grant each other and to lots **2-A-1, 3-A-1-A-1, 3-A-1-A-2, 4A-1, 4B-2, 4B-3, 5, 6 and 7**, their heirs and assigns, occupants, guests, service and emergency vehicles and the general public a perpetual and non-revocable servitude or right of way for use of the private road known as ORMOND CENTER COURT specifically identified on the attached survey, which shall be used for ingress and egress to the properties located on Ormond Center Court but shall not be used for disposal, storage, or release of any hazardous substances or any other unlawful purpose.

Appearers shall at no time obstruct the access servitude to be used as a private roadway in a manner so as to interfere with use thereof by the other respective property owners or any other person or entity granted access by this agreement.

This agreement shall be binding on all current and subsequent property owners of the above described lots and/or any variations of said lots which might be created by resubdivision.

Current Lot Owners

<u>LOT</u>	<u>OWNER</u>
2-A-1	Archland Property I, LLC
3-A-1-A-1	Ormond Center One, LLC
3-A-1-A-2	Ormond Center One, LLC
4A-1	Baron Oil, LLC
4B-2	Ormond Center Two, LLC
4B-3	Ormond Center Two, LLC
5	Ormond Center Two, LLC
6	Ormond Center Two, LLC
7	Baron Oil, LLC

Private Road Maintenance Agreement

Appearers, their heirs and assigns, shall at all times maintain the private roadway in good order and condition and shall contribute a pro rata share for the cost of such maintenance and repair.

The pro rata share and the necessity for maintenance shall be determined by the then current titled owners of the property subject to this agreement, at their sole discretion and judgment. Said Property is currently titled to ORMOND CENTER ONE, LLC and ORMOND CENTER TWO, LLC, in fee simple interest.

At any such time that the titled owners determine that road maintenance is required, they shall notify all lot owners of the maintenance required in writing by certified mail. The written notice shall provide, at a minimum, details of the work required, the estimated cost, each titled lot owner's pro rata share of said cost and where payment should be sent. The pro rata share is defined as follows:

<u>LOT</u>	<u>PRO RATA SHARE</u>
Lot 2-A-1	0%
Lot 3-A-1-A-1	31.5%
Lot 3-A-1-A-2	5.6%
Lot 4A-1	6.7%
Lot 4B-2	19.2%
Lot 4B-3	6.5%

Lot 5	6.7%
Lot 6	14%
Lot 7	9.8%

Each owner's pro rata share shall be remitted to the designated owner provided in the written notice within 15 days of receipt of said notice.

If any assessment or any part thereof is not paid on the date(s) when due, then the unpaid amount shall become delinquent and shall, together with late charges, collection fees and service charges, thereupon become a continuing debt secured by a lien on the lot(s) of the non-paying owner(s) which shall bind such lot(s) in the hands of the owner(s), his heirs, executors, devisees, personal representatives and assigns. The personal obligation of the then-existing owner to pay such maintenance assessment shall remain his personal obligation and shall not extinguish upon transfer of the lot to his successors in title. In addition, the lien for unpaid assessments shall be unaffected by any sale or assignment of a lot and shall continue in full force and effect and shall be collectable upon the sale or assignment of the lot. No Owner may waive or otherwise escape liability for the maintenance assessment provided herein by abandonment of his lot.

Enforcement

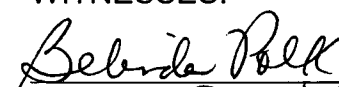
Enforcement of this agreement, at the option of the titled owners, may be by a proceeding at law or equity. With respect to any litigation hereunder, the party seeking to enforce the access servitude and/or private road maintenance agreement shall be entitled to recover reasonable attorneys' fees from the violator.

Invalidity

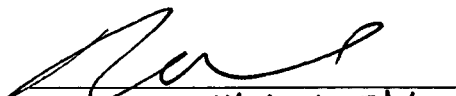
Should any provision in this agreement be deemed invalid or unenforceable, the remainder of the agreement shall not be affected and each term and condition shall be valid and enforceable to the extent permitted by law.

Thus done and signed on the 12th day of February, 2014 in the presence of the undersigned witnesses and me, Notary.

WITNESSES:

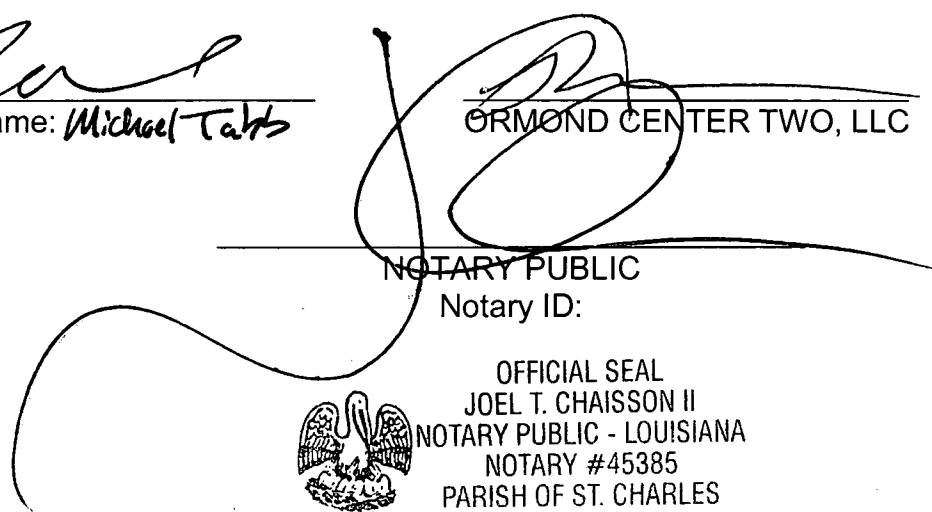

 Print Name: Belinda Polk


 ORMOND CENTER ONE, LLC


 Print Name: Michael Taha


 ORMOND CENTER TWO, LLC

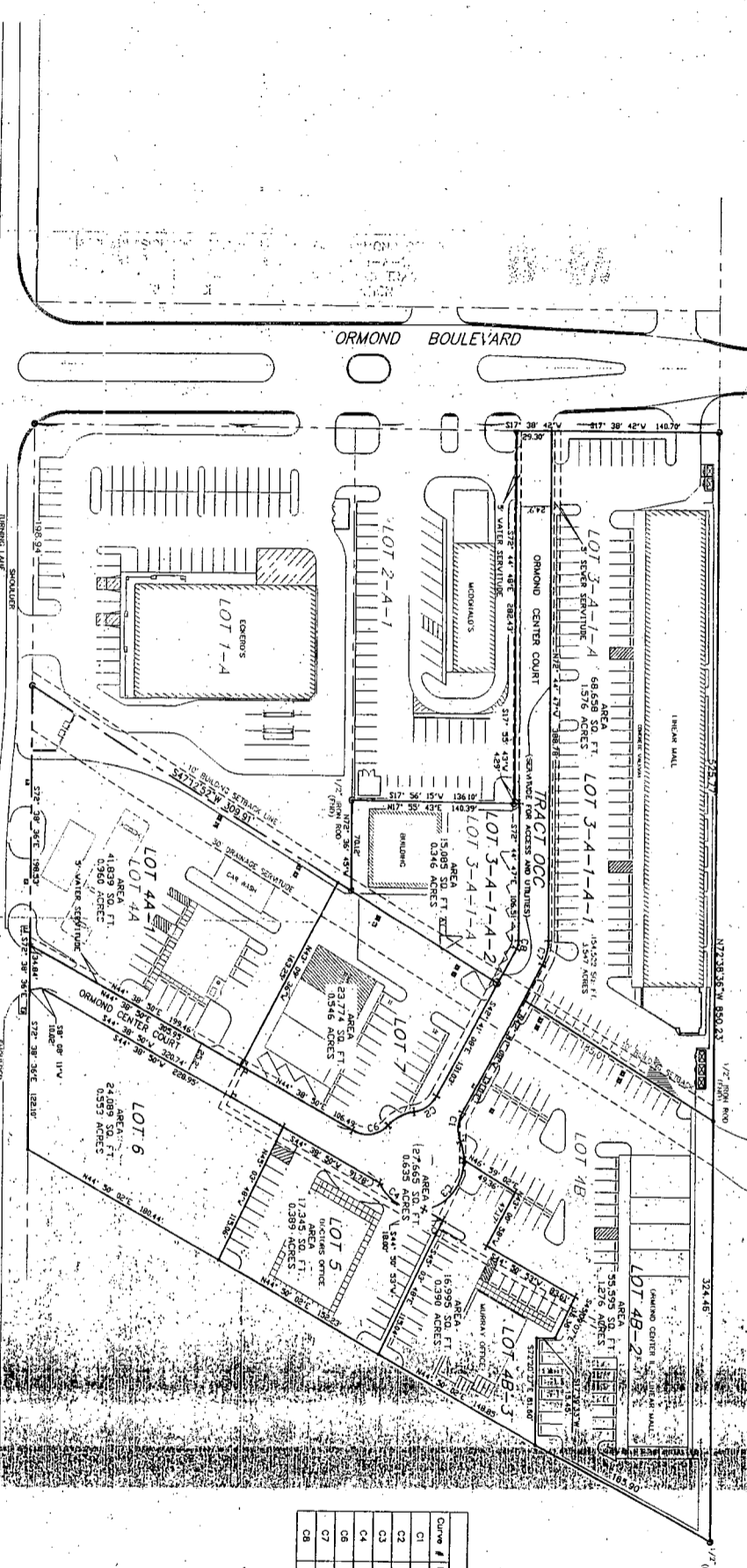
NOTARY PUBLIC
 Notary ID:





OFFICIAL SEAL
 JOEL T. CHAISSON II
 NOTARY PUBLIC - LOUISIANA
 NOTARY #45385
 PARISH OF ST. CHARLES
 My Commission Is For Life

ORMOND COUNTRY CLUB ESTATES SIDE
 KANSAS CITY SOUTHERN RAILROAD

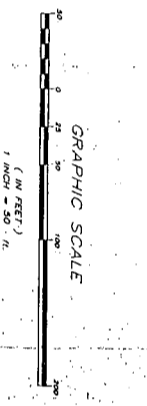


GENERAL NOTES

1. AS BUILT SURVEY OF LOT 1-4, ORMOND CENTER, ORMOND PLANTATION
 2. SURVEY OF LOT 1-4, ORMOND CENTER, ORMOND PLANTATION
 3. SURVEY OF LOT 1-4, ORMOND CENTER, ORMOND PLANTATION
 4. SURVEY OF LOT 1-4, ORMOND CENTER, ORMOND PLANTATION

NOTES

1. All necessary sewer, water and/or other utility easements, relocations or modifications shall be made solely at the lot owner's expense. This is applicable to areas outside of structures for utilities.
 2. Tract Ormond Center Court is a private street and shall be maintained solely by the property owners, in accordance with the recorded servitude agreement.
 3. No barrier of any kind will be constructed between lots to prohibit, or discourage, the free and unobstructed flow of vehicular, or pedestrian, traffic for parking and driveway access.
 4. All lot owners grant to others a non-exclusive and perpetual easement for parking and driveway areas to allow pedestrian and vehicular access.



Curve #	Length	Radius	CHORD DIRECTION	CHORD LENGTH
C1	23.18	25.00'	N69° 15' 03" W	23.18'
C2	23.18	25.00'	S16° 07' 14" E	23.18'
C3	55.29	37.50'	S31° 28' 41" E	55.29'
C4	45.11	37.50'	S45° 15' 28" W	45.11'
C5	32.34	25.00'	S8° 41' 09" W	32.34'
C6	19.67	37.50'	S57° 42' 58" E	19.67'
C7	19.67	37.50'	S57° 42' 58" E	19.67'
C8	6.56	12.50'	S57° 42' 58" E	6.56'

APPROVAL
 DATE 12/14/14
 PLANNING COMMISSION CHAIRMAN
 DATE 12/14/14
 COUNCIL CHAIRMAN
 DATE 12/14/14
 PARISH PRESIDENT

RESUBDIVISION OF LOTS 3-A-1-A, 4B, ORMOND CENTER, ORMOND PLANTATION INTO LOTS 3-A-1-A-1, 3-A-1-A-2, LOT 4B-2, 4B-3, 5, 6, 7, AND TRACT OCC, ORMOND CENTER, ORMOND PLANTATION DESTREHAN, ST. CHARLES PARISH, LOUISIANA

MURRAY ARCHITECTS

BCM CORPORATION, L.L.C. Professional Land Surveyors
 534 WILLIAMS BOULEVARD
 E-mail: info@bcmcorporation.com (504) 485-6800
 Fax: (504) 487-0045
 CITY OF KENNER, ETERSON PARK, LOUISIANA, 70002

JOHN S. TEEGARDEN License No. 4935 PROFESSIONAL LAND SURVEYOR

REGISTERED PROFESSIONAL LAND SURVEYOR

DATE: DECEMBER 9, 2013
 DRAWN BY: J.S.T.
 CHECKED BY: J.S.T.
 PROJECT NO.: 6917-ORMOND CENTER
 SHEET NO.: 6917