



St. Charles Parish

Introductions

Parish Council

Council Chairman Dick Gibbs

*Councilmembers Wendy Benedetto, Paul J. Hogan,
Terrell D. Wilson, Mary K. Clulee, William Billy Woodruff,
Marilyn B. Bellock, Traci A. Fletcher, Julia Fisher-Perrier*

St. Charles Parish Courthouse
15045 Highway 18
P.O. Box 302
Hahnville, LA 70057
985-783-5000
www.stcharlesparish-la.gov

Monday, June 18, 2018

6:00 PM

Council Chambers, Courthouse

Final

ORDINANCE INTRODUCED FOR PUBLICATION, PUBLIC HEARING, & ADOPTION, AT THE PUBLIC MEETING

Monday, July 9, 2018, 6:00 pm, Council Chambers, Courthouse, Hahnville

2018-0156

An ordinance adopting, setting forth, levying and imposing taxes on all property subject to taxation in the Parish of St. Charles, State of Louisiana, as required by Section 23 of Article VII of the Constitution of Louisiana and Revised Statute 47.1705(B) for General Parochial Purposes; constructing, acquiring, maintaining, operating, extending and/or improving levees, facilities and structures associated with outer flood protection systems within the Parish; constructing, maintaining, and operating the Parish Road Maintenance program, Parish Recreation program, Parish Fire Protection, Mosquito Control Program, E-911 Telephone System, Health Unit and Council on Aging program; Road Lighting District No. 1; Library Service District No. 1; the ARC of St. Charles; paying any costs associated with acquiring, constructing, improving, maintaining and operating wastewater facilities and systems in the Parish; and for the purpose of paying the principal and interest on outstanding General Obligation Sewer Bonds for the year 2018.

Sponsors:

Mr. Cochran and Department of Finance

ORDINANCES / RESOLUTIONS INTRODUCED FOR PUBLICATION / PUBLIC HEARING

Monday, July 9, 2018, 6:00 pm, Council Chambers, Courthouse, Hahnville

(No items for the regular Agenda)

S* 2018-0163 An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1M, Manufactured Home - RV Park to O-L, Open Land on Lot Q, Estay Subdivision, Paradis as requested by Clyde McCully for Woodlands RV Park, LLC.

Sponsors: Mr. Cochran and Department of Planning & Zoning

S* 2018-0171 An ordinance to approve and authorize the Parish President to acquire a 0.897 acre perpetual drainage servitude over property identified as Parcel No.6-4, in Sections 49 and 50, Township 12 South - Range 8 East in the 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 THE KANSAS CITY SOUTHERN RAILWAY COMPANY, 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 P080802-5 Coulee Canal Access for Maintenance - Phase II.

Sponsors: Mr. Cochran and Department of Public Works

S* 2018-0172 An ordinance to approve and authorize the Parish President to purchase and/or expropriate a 1.330 acre perpetual drainage servitude over property identified as Parcel No.6-5, in Sections 49 and 50, Township 12 South - Range 8 East in the Town of MONTZ, St. Charles Parish, Louisiana from KRISTI GERSTNER SMITH, 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 P080802-5 Coulee Canal Access for Maintenance - Phase II, as shown on the attached drawing by Riverlands Surveying Co., LLC dated July 24, 2017.

Sponsors: Mr. Cochran and Department of Public Works

~ 2018-0150 An ordinance approving a purchase of 6.17 acres of property which is contiguous and adjacent to the East Bank Bridge Park, more fully described on the Murray Architects Drawing No. A.0.1 dated December 12, 2016, attached hereto and made a part hereof as Exhibit "A" and identified as UDP-2-B thereon, and the acceptance of the donation of parcel of ground identified as UDP-2A on said drawing, which together form UDP-2.

Sponsors: Mr. Cochran and Department of Legal Services

- ~ 2018-0151 An ordinance authorizing the Parish President to accept the donation of property known as the East St. Charles Volunteer Fire Station No. 2 from P & L Investments IX, L.L.C. for the East St. Charles Volunteer Fire Department's continued use.

Sponsors: Mr. Cochran and Department of Legal Services

- ~ 2018-0174 An ordinance approving and authorizing the execution of an Act of Dedication for Destrehan Plantation Estates Subdivision, Destrehan.

Sponsors: Mr. Cochran and Department of Planning & Zoning

Accommodations for Disabled

St. Charles Parish will upon request and with three (3) days advanced notice provide reasonable accommodation to any disabled individual wishing to attend the meeting. Anyone requiring reasonable accommodation is requested to contact the Office of the Council Secretary at (985) 783-5000 to discuss the particular accommodations needed.

2018-0150

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF LEGAL SERVICES)

ORDINANCE NO. _____

An ordinance approving a purchase of 6.17 acres of property which is contiguous and adjacent to the East Bank Bridge Park, more fully described on the Murray Architects Drawing No. A.0.1 dated December 12, 2016, attached hereto and made a part hereof as Exhibit "A" and identified as UDP-2-B thereon, and the acceptance of the donation of parcel of ground identified as UDP-2A on said drawing, which together form UDP-2.

WHEREAS, St. Charles Parish has operated a recreational facility known as the East Bank Bridge Park for several years;

WHEREAS, the demand for recreational services to be provided by St. Charles Parish to the public is always increasing;

WHEREAS, St. Charles Parish has an opportunity to secure additional property consisting of 8.211 acres immediately contiguous and adjacent to the East Bank Bridge Park from P & L Investments IX, L.L.C.;

WHEREAS, the 8.211 acre parcel is identified as UDP-2, and consists of UDP-2-A which is 2.04 acres currently under lease to St. Charles Parish and used by St. Charles Parish, and UDP-2-B which is 6.17 acres;

WHEREAS, the acquisition of this property will serve the public purpose of recreation;

WHEREAS, while the property identified as UDP-2-B has been appraised for \$940,000.00, P & L Investments IX, L.L.C. has offered to sell the property to St. Charles Parish for \$20,000.00 per acre while donating the balance of the remaining value to St. Charles Parish.

WHEREAS, on December 29, 2017, P & L Investments IX, L.L.C. donated the parcel of ground identified as UDP-2-A to St. Charles Parish, all as shown on the Act of Donation recorded at Entry No. 429383, MOB 856, Folio 465 of the records of the Clerk of Court for the Parish of St. Charles, a copy of which is attached hereto as Exhibit "B";

WHEREAS, St. Charles Parish now desires to purchase the property known as UDP-2-B and accept the Donation of UDP-2-A.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS that the St. Charles Parish President is hereby authorized to execute any and all documents necessary to effectuate the purchase of the property identified as UDP-2-B on the Murray Architects Drawing No. A.0.1, dated December 12, 2016, containing approximately 6.17 acres, and identified as "Exhibit A" attached hereto and made a part hereof, to effectuate said purchase for the total sum of ONE HUNDRED TWENTY-THREE THOUSAND FOUR HUNDRED AND NO/100THS (\$123,400.00) from its current owner, P & L Investments, IX, L.L.C., and to accept the donation of the balance of the value of the property from P & L Investments, IX, L.L.C., and to accept the Act of Donation of UDP-2-A by P & L Investments IX, L.L.C. dated December 29, 2017, recorded at Entry No. 429383. Conveyance Book 856, Folio 465 of the records of the Clerk of Court for the Parish of St. Charles all as more fully shown on the Cash Sale, Act of Donation and Acceptance of Donations attached hereto as Exhibit "C".

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

And the ordinance was declared adopted this ____ day of _____, 2018, to become effective (5) days after publication in the Official Journal.

CHAIRMAN:

SECRETARY:

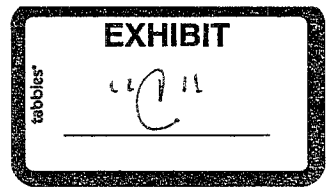
DLVD/PARISH PRESIDENT:

APPROVED: _____ DISAPPROVED:

PARISH PRESIDENT:

RETD/SECRETARY:

AT: _____ RECD BY:



CASH SALE, ACT OF DONATION
AND ACCEPTANCE OF ACT OF DONATIONS

UNITED STATES OF AMERICA

BY P & L INVESTMENTS IX, L.L.C.

STATE OF LOUISIANA

TO ST. CHARLES PARISH

PARISH OF ST. CHARLES

BE IT KNOWN, That on dates subscribed below,

BEFORE ME, the undersigned Notary or Notaries Public, in and for the Parish of St. Charles, State of Louisiana, duly commissioned and qualified, and in the presence of the witnesses hereafter named and undersigned, personally came and appeared:

P & L INVESTMENTS IX, L.L.C., a Louisiana limited liability company, whose mailing address is 13760 River Road, Destrehan, Louisiana, 70047, appearing herein through Paul J. Murray, III, its agent duly authorized by Authorization dated September 22, 2016, recorded in the records of the Clerk of Court, St. Charles Parish, at Entry No. 418594, COB 838, folio 510, attached hereto and made a part hereof, (hereinafter referred to as "Seller/Donor"),

who declared that for the consideration and upon the terms and conditions hereinafter expressed, do by these presents sell, grant, bargain, assign, transfer, deliver, abandon, set over and make a manual gift and donation inter vivos, with all lawful warranties and with substitution and subrogation to all rights and actions of warranty against all preceding owners and vendors, unto

ST. CHARLES PARISH, 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; and pursuant to Ordinance No. _____, adopted by St. Charles Parish Council on _____, 2018 a copy of which is attached hereto and made a part hereof (hereinafter referred to as Purchaser/Donee"),

here present, accepting, purchasing and acknowledging delivery and possession of the following described property, to-wit:

A portion of Lot 822, Block C, Plantation Business Campus, further identified as UDP-2-B containing approximately 268,887 square feet or 6.17 acres, all as more fully shown on Exhibit C-1 attached.

To have and to hold the said property unto the said "Purchaser/Donee" forever.

The "Seller/Donor" and the "Purchaser/Donee" do hereby declare the value of the property hereinabove described and transferred is \$940,000.00 and the consideration for said transfer is **ONE HUNDRED TWENTY-THREE THOUSAND FOUR HUNDRED AND NO/100THS (\$123,400.00) DOLLARS**, lawful and current money of the United States of America, which amount the "Purchaser/Donee" has paid in ready cash, receipt of which is hereby acknowledged by the "Seller/Donor", and full discharge and acquittance granted therefor; and the balance of the consideration is donated by the "Seller/Donor" to the "Purchaser/Donee", and which is hereby accepted by the "Purchaser/Donee".

Taxes for 2017 are paid. The parties hereto waive any conveyance, mortgage, tax and any other certificates and relieve and release me/us, Notary/Notaries, from any and all responsibility in connection therewith. The parties also acknowledge that no examination of the title has been made by us, Notary/Notaries,

and the parties agree to relieve, release, defend, save, hold harmless, and indemnify me/us, Notary/Notaries, from any and all claims, liabilities, and responsibilities in connection therewith.

And further, St. Charles Parish acknowledges that by Act of Donation by P & L Investments, IX, L.L.C. dated December 29, 2017, P & L Investments, IX, L.L.C. donated the following described property to it, to-wit:

A portion of UDP-2 originally shown on survey prepared by Riverlands Surveying Company, dated October 6, 2016, and recorded at Entry No. 418596, Book 838, Page 518, being located in the Parish of St. Charles, State of Louisiana, in Section 4, T13S, R8E, Southeastern District of Louisiana, East of the Mississippi River. Said portion of UDP-2 herein donated is shown on the attached drawing by Murray Architects as "UDP-2-A", containing approximately 2.04.

Said Act of Donation was duly executed by and on behalf of P & L Investments, IX, L.L.C. by authentic act before Christopher Robles, Notary Public, and was recorded on December 29, 2017, at Entry No. 429383, Conveyance Book 856, Folio 465 of the records of the Clerk of Court for the Parish of St. Charles, and said donation is hereby accepted by St. Charles Parish, reserving any attestation to its value.

The parties further declare that it is their intent that, by this Act, the entirety of UDP-2 is being transferred to St. Charles Parish by P & L Investments, IX, L.L.C.

All the agreements and stipulations herein contained, and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties hereto.

THUS DONE AND PASSED in my office at _____, Louisiana, on the ____ day of _____, 2018, in the presence of the named and undersigned witnesses, who hereunto sign their names with the said appearers and me, Notary, after reading of the whole.

WITNESSES:

P & L INVESTMENTS IX, L.L.C.

NAME:

BY: _____
PAUL J. MURRAY, III, AGENT
FOR PERRI IGER

NAME:

NOTARY PUBLIC
NAME: _____ BAR NO. _____

THUS DONE AND PASSED in my office at _____, Louisiana, on the ____ day of _____, 2018, in the presence of the named and undersigned witnesses, who hereunto sign their names with the said appearers and me, Notary, after reading of the whole.

WITNESSES:

ST. CHARLES PARISH

NAME:

BY: _____
LARRY COCHRAN, PRESIDENT

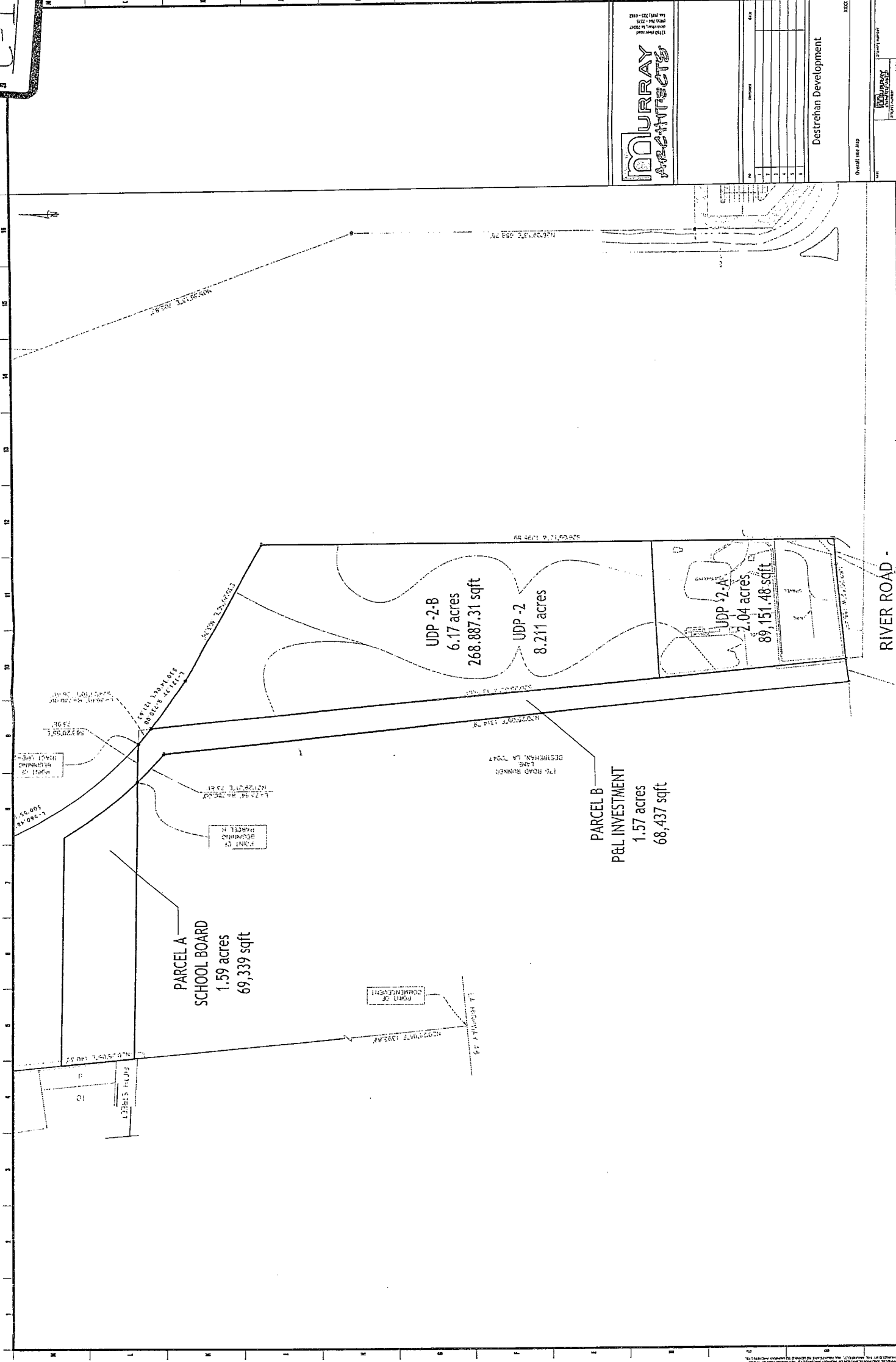
NAME:

ROBERT L. RAYMOND
NOTARY PUBLIC BAR NO. 11408

MURRAY
ARCHITECTS
3700 Peachtree Road, Suite 300
Atlanta, Georgia 30328
Phone: 404.399.3333
Fax: 404.399.3334
www.murrayarchitects.com

NO.	REVISION	DATE
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Destrehan Development



THIS PLAN IS THE PROPERTY OF MURRAY ARCHITECTS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED THEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF MURRAY ARCHITECTS.

2018-0151

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF LEGAL SERVICES)**

ORDINANCE NO. _____

An ordinance authorizing the Parish President to accept the donation of property known as the East St. Charles Volunteer Fire Station No. 2 from P & L Investments IX, L.L.C. for the East St. Charles Volunteer Fire Department's continued use.

WHEREAS, P & L Investments IX, L.L.C. is the current owner of property known as the East St. Charles Volunteer Fire Station No. 2, more fully identified on Exhibit A attached hereto; and,

WHEREAS, St. Charles Parish currently leases the property known as the East St. Charles Volunteer Fire Station No. 2 for the sum of \$1.00 per year and has leased said property since on or about October, 1991; and,

WHEREAS, P & L Investments IX, L.L.C. now desires to donate said property to St. Charles Parish and St. Charles Parish desires to accept the donation of said property from P & L Investments IX, L.L.C.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS that the Parish President be authorized to execute the Agreement to Donate, attached hereto on behalf of St. Charles Parish; and

BE IT FURTHER ORDAINED that the Parish President be authorized to execute an Act of Donation in the form and substance of the one attached hereto to acquire ownership of the subject property known as the East St. Charles Volunteer Fire Station No. 2.

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

And the ordinance was declared adopted this _____ day of _____, 2018, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

AGREEMENT TO DONATE

THIS AGREEMENT, effective as of the date of _____ and entered into by and between:

P & L Investments, IX, L.L.C., a Louisiana, a limited liability company, which mailing address is 13760 River Road, Destrehan, Louisiana, 70047, appearing herein through Paul J. Murray, III, its agent duly authorized by Authorization dated September 22, 2016, recorded in the records of the Clerk of Court, St. Charles Parish, at Entry No. 418594, COB 838, folio 510, attached hereto and made a part hereof, (hereinafter referred to as "Donor"), and

St. Charles Parish, a political subdivision of the State of Louisiana, whose mailing address is P. O. Box 302, Hahnville, LA, 70057 and whose tax identification number is 72-6001208, (hereinafter referred to as "Donee").

1. **Property:** In consideration of the mutual obligations undertaken herein, Donor does hereby agree to donate and Donee does hereby agree to accept the donation, subject to the terms and conditions hereinafter set forth, the property known as **identified as Tract 4-II-A-4**, all as more fully shown on **Exhibit A** attached hereto (said interest being hereinafter collectively referred to as the "Property").

2. **Conditions to Close:**

- A. Donee must obtain approval by Ordinance of the St. Charles Parish Council before it can accept the donation of this property, and this Agreement, therefore, is subject to St. Charles Parish obtaining said approval.
- B. Donee is to deliver a 25' servitude of access identified as Tract 4-II-A-4, adjacent to the donated property said servitude of access being in favor of tract 4-II-A-5, and properties to the east or south of said servitude currently owned by P&L Investments, IX, L.L.C.

3. **Representations and Warranties:**

Donor represents and warrants to Donee that:

- a) Donor is the sole owner of the Property and has good valid and merchantable title to the Property; that Donor is the only owner of the Property; and all requisite action has been taken to make this Agreement valid and binding in accordance with its terms.
- b) There is no litigation pending or, to the best of Donor's knowledge, threatened, against or relating to Donor or any of the Property, including, without limitation, any proceedings for collection of taxes, condemnation or other exercise of eminent domain, or proceedings affecting the annexation or zoning of any of the Property and Donor is not presently in bankruptcy and has not filed for bankruptcy;
- c) There are no outstanding sales contracts, options to purchase, rights of first refusal to purchase or lease, or any other contracts with respect to any of the Property and any no leases or other agreements for use, occupancy or possession with respect to any of the Property shall be terminated at Donor's expense at least ten (10) days prior to Closing.

- d) Any improvements made to the Personal Servitude of Passage, shall be made in strict accordance with any and all applicable Parish Subdivision and/or Construction requirements and only after receiving all necessary approvals.
 - e) Between the Effective Date and the Closing, Donor shall not make or enter into any contract, option, lease or other agreement for the sale, lease, use, occupancy or possession of all or any part of the Property without the prior written approval of Donee.
4. **Donation with Warranty:** Donor's ability to deliver to Donee a merchantable title is a condition precedent to Donee's obligations hereunder. Donor's inability to deliver such title within the time stipulated herein permits Donee to terminate this Agreement upon delivery of written notice to Donor prior to the Closing. At Closing Donor shall deliver a good, valid and merchantable title to the Property to Donee with full warranties of title, and with full substitution and subrogation in and to all rights and actions of warranty which said Donor has or may have against all preceding owners. At the sole expense of Donee, Donee shall order a title insurance commitment insuring title to the Property. If Donee's title examination reveals any valid exceptions, claims or defects which would render Donor's title to the Property unmerchantable (hereinafter "Defects"), Donee shall have the right to either cancel this Agreement or shall promptly notify Donor and Donor shall, at Donor's expense, take all reasonable efforts to cure such Defects. The Closing Date will be extended by an additional sixty (60) days from the date of receipt of Donee's notice in order to cure or remove such Defects. Should Donor be unable to cure or remove any Defect, Donee shall have the right to either terminate this Agreement and its obligations hereunder or to proceed with the purchase of the Property subject to such Defect. If Donee elects to terminate this Agreement in the manner hereinabove provided, Donee shall be entitled to the return of the Deposit. At Closing Donor shall pay and release all amounts secured by mortgages, deeds of trust or other liens on the Property ("Monetary Liens"). Should Donor decline or be unable to cure or remove any Defect, Donee shall have the right to terminate this Agreement and its obligations hereunder. If Donee elects to terminate this Agreement in the manner hereinabove provided, Donee shall be reimbursed its out of pocket expenses for any environmental assessment it ordered of the Property and shall be entitled to reimbursement of its expenses in ordering the Title Commitment.
5. **Donor's Obligations:** Donor shall make available for Donee's inspection and copying the following within ten (10) days after the effective date hereof:
- (i) all title opinions and/ or title insurance policies insuring title to the Property;
 - (ii) all ad valorem tax statements for the Property for the 2016 tax years;
 - (iii) any existing survey of the Property;
 - (iv) any environmental audit or review of the Property;
 - (v) all leases affecting the Property.
6. **Environmental Representations:** Seller hereby represents and warrants that as of the date hereof and as of the Closing hereunder (i) as long as Seller has owned the Property, Seller has not ever caused or permitted any hazardous materials or substances to be placed, held, located, or disposed of on, under or at the Property or any part thereof, and (ii) Seller does not have any knowledge that any

person has ever caused or permitted any hazardous materials or substances to be placed, held, located, or disposed of, on, under or at the Property or any part thereof. The representations and warranties contained in this paragraph shall survive the Closing. Seller represents and warrants to Purchaser that Seller has not received written notice from any federal, state or local government of any current violation of any city, county, state, federal, building, land use, fire, health, safety, environmental, hazardous materials or other governmental or public agency codes, ordinances, regulations, or orders with respect to the Property, or any lands adjacent to the Property. The representations and warranties contained in this paragraph shall survive the Closing.

7. **Date of Closing:** the Closing shall take place on or before January 31, 2018 or within thirty (30) days of adoption of the ordinance authorizing the purchase, whichever is later.
8. **Closing:**
 - (A) At the Closing, annual rentals, operating expenses, and real and personal property taxes relating to the Property, shall be prorated as of the Closing. If the current year's immovable property taxes and/or rentals are not available as of the Closing, then the taxes and/or rental paid during the preceding calendar year tentatively shall be used in computing the prorations applicable to the current year. Should actual taxes billed by the applicable governmental authorities vary from those used for proration at Closing, appropriate adjustments shall be made between the parties based on actual taxes as soon as practicable after the actual taxes are determined, notwithstanding that the Closing has already occurred.
 - (B) At the Closing, Donor shall execute and/or deliver to Donee the following:
 - (i) An act of Donation with full warranties in recordable form acceptable to Donee;
 - (C) As provided above, Donor shall convey title with full warranty of title and with full substitution and subrogation to all of Donor's rights against prior owners and warrantors.
 - (D) Donor shall pay a reasonable vendor's closing fee and all conveyance, mortgage and tax research certificates in the name of Donor insofar as they may affect the Property and all title curative work. All costs for preparation, recordation, registration and transfer of the Act of Donation of Property from Donor to Donee, all title insurance costs shall be borne by Donee and all other fees and costs in connection with the sale of the Property, unless otherwise stipulated to the contrary herein. Each party shall pay the cost and expense for their respective attorneys.
 - (E) The Closing shall be passed at Donee's attorneys' office.
9. **Attorneys' Fees:** If any party fails to comply with the terms of this offer, if accepted, then such defaulting party is obligated to and agrees to pay all reasonable attorneys' fees and costs incurred by the non-defaulting party in enforcing its respective rights.
10. **Notices:** All notices, demands or other communications of any type (hereinafter "Notice") given by Donor to Donee or by Donee to Donor, whether required by this Agreement or in anyway related to the transaction contemplated herein, shall be in writing and delivered to the person to whom the Notice is directed, either in person, or by Federal Express or similar overnight delivery service, or by United States Mail, registered or certified, return receipt requested. Any notice given or received by either party's attorney shall have the same effect as though given or received by such party

personally. Notice delivered by mail shall be effective when received or when tendered for delivery, and shall be addressed, if to Donor, as follows:

P&L Investments IX, L.L.C.
13760 River Road
Destrehan, LA 70047

and addressed, if to Donee, as follows:

St. Charles Parish
c/o Parish President
P. O. Box 302
Hahnville, LA 70057

with a copy to:

Robert L. Raymond
14108 River Road
Destrehan, Louisiana 70047

Either party may change the address for Notice specified above by giving the other party ten (10) days advance written notice of such change of address.

11. **Expropriation and Annexation:** Donor hereby warrants that it has not received notification of any pending or threatened expropriation or condemnation proceeding involving the Property or any portion thereof. If the Property is taken in whole or part by condemnation or expropriation proceedings, between the date of mutual execution of this Agreement and the date of Closing, this Agreement may, at Donee's option, be terminated, whereupon neither party shall have any further liability or obligation to the other hereunder and the Deposit shall be returned to Donee. Alternatively, Donee may elect to accept the Property in its then condition, whereupon any condemnation award shall be assigned and/or paid to Donee at Closing..

DONORS:

DONEE:

P&L INVESTMENTS IX, L.L.C.

ST. CHARLES PARISH

BY:



PAUL J. MURRAY, III

DATE: 2-20-2018

TIME: 3:15 pm

BY:

LARRY COCHRAN

DATE: _____

TIME: _____

STATE OF LOUISIANA

PARISH OF Washington DC

AUTHORIZATION
TO ACT FOR
P & L Investments, IX, L.L.C.
A LIMITED LIABILITY COMPANY

BE IT KNOWN that on 9/27/16 before me, Kathleen Hardt, a Notary Public duly commissioned and qualified in and for aforesaid parish and state, and in the presence of the undersigned witnesses, personally came and appeared:

Perr Iger, Managing Member, XXX-XX-0741, whose present mailing address is One American Place, 23rd Floor, 301 Main Street, Baton Rouge, La 70801;

Gary Silversmith, Member, XXX-XX-9213, whose present mailing address is One American Place, 23rd Floor, 301 Main Street, Baton Rouge, La 70801;

who, after being duly sworn, did acknowledge and declare that they are all of the members of P & L Investments, IX, L.L.C., a Limited Liability Company organized under the laws of the State of Louisiana, whose Articles of Organization are recorded in the office of the Louisiana Secretary of State, and that they do hereby authorize and empower Paul J. Murray, III to act for and in the name of the said P & L Investments, IX, L.L.C., to transact the following on behalf of P & L Investments, IX, L.L.C.:

Sell, purchase, quitclaim, donate, partition, exchange, compromise, re-subdivide, mortgage, assign, lease, pledge, subordinate or release any or all property, interests or rights of any kind owned by, or to be acquired by, P & L Investments, IX, L.L.C. pertaining to property formerly or currently owned by EP Products North America, Inc. located in Destrehan, St. Charles Parish, Louisiana.

The said Paul J. Murray, III is authorized to sign all documents, of every kind whatsoever, for and in the name of P & L Investments, IX, L.L.C., and to take all such actions in its name as may, in the sole and exclusive judgment of Paul J. Murray, III, be necessary to accomplish the authority expressed above.

Any person dealing with Paul J. Murray, III may assume that the authority conferred upon him by this document is still in full force and effect unless and until there is recorded in the conveyance records of St. Charles an express revocation of such authority.

THIS DONE AND SIGNED on the day and date set forth above at the City of WASHINGTON, ^{District} State of Columbia, the parties hereto having affixed their signatures, together with me, Notary, and the undersigned witnesses, after due reading of the whole.

WITNESSES:

X [Signature]
Print Name:

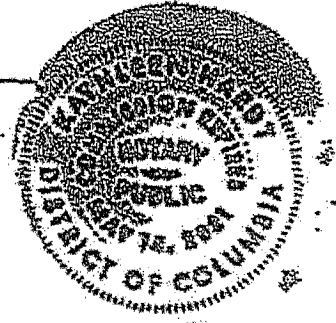
X [Signature]
Perr Iger

X [Signature]

X [Signature]
Gary Silversmith

KATHLEEN HARDT
NOTARY PUBLIC
District of Columbia
My Commission Expires May 14, 2021

[Signature]
NOTARY PUBLIC



MINUTES OF SPECIAL MEETING OF MEMBERS

OF

P&L INVESTMENTS IX, LLC

The Special Meeting of Members of the above-captioned Company was held on September 10, 2106.

There were present the following members:

Names of Shareholders

Gary Silversmith
Perri Iger

The meeting was called to order by Perri Iger. It was moved, seconded and unanimously carried that P&L Investments IX, LLC (sometimes "Company"), the contract purchaser of property owned by BP Products North America, Inc, located in Destrehan, St Charles Parish, Louisiana ("Property") intends to close on its purchase of the Property, and accordingly, has authorized its Vice President, Gary Silversmith, to execute any and all documents in connection with the purchase of the Property and the subsequent sale of parts of the Property to the Destrehan Plantation or their assignee and Riverlands Investments Group, LLC or their assignee and all future purchasers or tenants of portions of the Property, and further, that Mr. Silversmith and Ms. Iger each hereby agree that Paul J Murray will receive a Power of Attorney to execute any of the aforementioned. Gary Silversmith and Paul J. Murray will each have authority to execute any and all documents on behalf of P&L Investments IX, LLC in order to release Choice Title from any and all claims.

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, it was adjourned



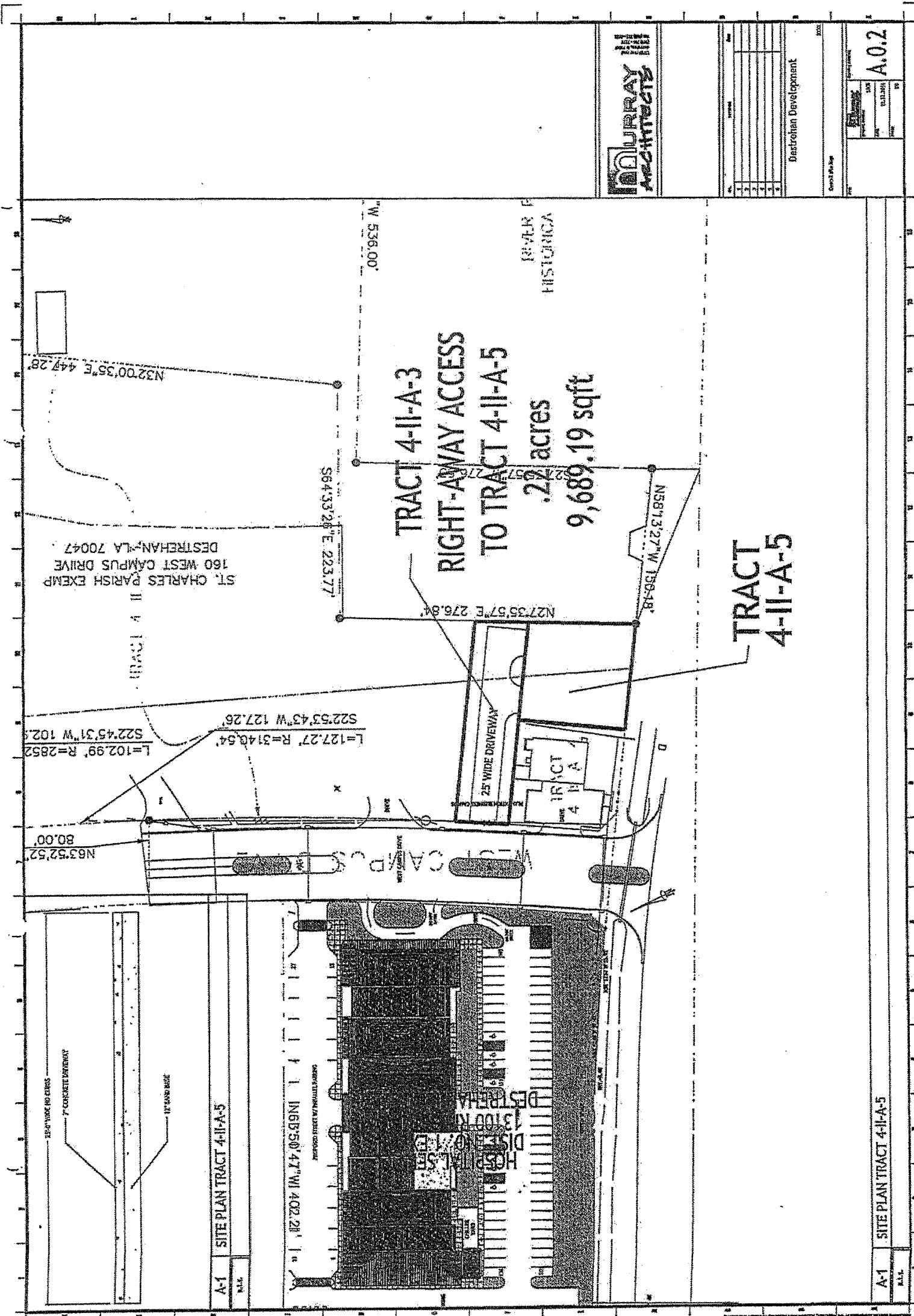
Secretary

Members:

Gary Silversmith

Perri Iger

EXHIBIT A



MURRAY
Architects

Project Name		Destrehan Development	
Project No.		A.0.2	
Scale	1" = 100'	Date	10/10/10
Author		Check	
Drawn		Reviewed	
Checked		Approved	

A-1 SITE PLAN TRACT 4-II-A-5

A-1 SITE PLAN TRACT 4-II-A-5

2018-0174

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)

ORDINANCE NO. _____

An ordinance approving and authorizing the execution of an Act of Dedication for Destrehan Plantation Estates Subdivision, Destrehan.

WHEREAS, P & L Investments IX, LLC is the owner and Destrehan Plantation Development, LLC is the developer of property located in Section 4, T-13-S & R-8-E and indicated on a Final Plat prepared by Stephen P. Flynn, P.L.S., dated April 6, 2018 (revised June 18, 2018) entitled FINAL PLAN DESTREHAN PLANTATION ESTATES Survey plat and resubdivision of Tract 4-II-A-2A, a portion of undesignated tract C of Plantation Business Campus & A Portion of Whirlpool Corp Property 1-II into Lots 1 through 30 Situated in Section 4, T-13-S, R-8-E Destrehan, St. Charles Parish, Louisiana.

WHEREAS, said subdivision has been constructed in accordance with the St. Charles Parish Subdivision Regulations of 1981, as amended; and,

WHEREAS, all required reviews and approvals for the subdivision are complete.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Act of Dedication by Destrehan Plantation Development, LLC for Destrehan Plantation Estates, is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute the Final Plat and Act of Dedication on behalf of St. Charles Parish.

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

Yeas:

Nays:

Absent:

Abstain:

And the ordinance was declared adopted this _____ day of _____, 2018, to become effective five (5) days after publication in the Official Journal.

ACT OF DEDICATION

UNITED STATES OF AMERICA

**BY: DESTREHAN PLANTATION
DEVELOPMENT, LLC**

STATE OF LOUISIANA

TO: PARISH OF ST. CHARLES

PARISH OF ST. CHARLES

BE IT KNOWN, that on this ____ day of _____, in the year of Our Lord two thousand and eighteen (2018),

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

PERSONALLY CAME AND APPEARED:

DESTREHAN PLANTATION DEVELOPMENT, LLC, a Louisiana limited liability company appearing herein by and through Paul J. Murray, III, duly authorized as evidenced by the Certificate of Authority dated June 7, 2018, which is attached hereto and which is issued in accordance with the Articles of Organization dated January 24, 2017, and which are on file with the Louisiana Secretary of State.

Who after being duly sworn, declared unto me, Notary, that it is the owner of a certain tract of real property situated on the East Bank of St. Charles Parish, which lands are designated as DESTREHAN PLANTATION ESTATES, described as follows:

Tract 4-II-A-2A, a portion of undesignated Tract C of Plantation Business Campus and a portion of Whirlpool Corp. Property 1-II situated in Section 4, T-13-E, R-8-E, Destrehan, St. Charles Parish, Louisiana.

DESTREHAN PLANTATION DEVELOPMENT, LLC further declared unto me that it has caused that portion of the above property designated as DESTREHAN PLANTATION ESTATES on the survey by Stephen P. Flynn., PLS, dated April 6, 2018 and revised on June 14, 2018, to be laid out in lots on the plan of survey and/or resubdivision referred to above, a copy of which is attached and made part hereof; and

DESTREHAN PLANTATION DEVELOPMENT, LLC further declared unto me, Notary, that on the aforesaid plan of resubdivision it has laid out a certain street within DESTREHAN PLANTATION ESTATES which is named and identified in accordance with the annexed plan of Stephen P. Flynn., PLS, dated April 6, 2018 and revised on June 14, 2018, as Audubon Place. Also by this Act, DESTREHAN PLANTATION DEVELOPMENT, LLC does

hereby create the street identified below as being a part of DESTREHAN PLANTATION ESTATES, the description of which street is as follows, to-wit:

Beginning at a point being the northwest intersection of LA Highway 48 – River Road and Audubon Place.

Thence proceed in a northeasterly direction along the west right of way of Audubon Place being the east line of Lots 30 and 29 along a tangent curve to the right with a radius of 483.65', a curve length of 187.53' and a chord bearing of N38°05'06"E a distance of 186.36' to a point;

Thence proceed in a northeasterly direction along the west right of way of Audubon Place being the east line of Lots 29 and 28 along a tangent curve to the left with a radius of 200.00', a curve length of 103.45' and a chord bearing of N34°22'28"E a distance of 102.30' to a point;

Thence proceed in a northeasterly direction along the west right of way of Audubon Place being the east line of Lots 28, 27, 26, 25, 24, 23, 22 & 21 along a tangent curve to the right with a radius of 1890.96', a curve length of 634.13' and a chord bearing of N29°09'47"E a distance of 631.16' to a point;

Thence proceed in a northeasterly direction along the west right of way of Audubon Place being the east line of Lots 21, 20, 19, 18, and 17 along a tangent curve to the left with a radius of 704.55', a curve length of 390.52' and a chord bearing of N22°53'27"E a distance of 385.54' to a point;

Thence proceed in a northwesterly direction along the west right of way of Audubon Place being the east line of Lot 17 along a tangent curve to the left with a radius of 25.00', a curve length of 22.04' and a chord bearing of N18°14'27"W a distance of 21.33' to a point;

Thence proceed in a northeasterly direction along the west right of way of Audubon Place being the east line of Lot 16 along a tangent curve to the right with a radius of 50.00', a curve length of 99.42' and a chord bearing of N13°28'19"E a distance of 83.83' to a point;

Thence proceed in a northeasterly direction along the west right of way of Audubon Place being the east line of Lot 16 along a non-tangent curve to the right with a radius of 175.00', a curve length of 26.95' and a chord bearing of N22°13'57"E a distance of 26.92' to a point;

Thence proceed in a southeasterly direction along the north right of way of Audubon Place being the north line of Destrehan Plantation Estates being the south line of a portion of undesignated Tract C of Plantation Business Campus a bearing of S64°02'13"E a distance of 50.00' to a point;

Thence proceed in a southwesterly direction along the east right of way of Audubon Place being the west line of Lot 15 along a non-tangent curve to the left with a radius of

125.00', a curve length of 13.66' and a chord bearing of S23°47'12"W a distance of 13.65' to a point;

Thence proceed in a southwesterly direction along the east right of way of Audubon Place being the west line of Lot 15 along a non-tangent curve to the right with a radius of 50.00', a curve length of 88.72' and a chord bearing of S01°58'38"W a distance of 77.53' to a point;

Thence proceed in a southwesterly direction along the east right of way of Audubon Place being the west line of Lot 14 along a tangent curve to the left with a radius of 25.00', a curve length of 20.12' and a chord bearing of S29°45'37"W a distance of 19.58' to a point;

Thence proceed in a southwesterly direction along the east right of way of Audubon Place being the west line of Lots 14, 13, 12, 11 and 10 along a tangent curve to the right with a radius of 754.55', a curve length of 422.21' and a chord bearing of S22°44'24"W a distance of 416.73' to a point;

Thence proceed in a southwesterly direction along the east right of way of Audubon Place being the west line of Lots 10, 9, 8, 7, 6, 5, 4 and 3 along a tangent curve to the left with a radius of 1840.96', a curve length of 637.29' and a chord bearing of S28°51'10"W a distance of 634.11' to a point;

Thence proceed in a southwesterly direction along the east right of way of Audubon Place being the west line of Lot 3 along a tangent curve to the left with a radius of 200.00', a curve length of 67.12' and a chord bearing of S09°19'19"W a distance of 66.80' to a point;

Thence proceed in a southwesterly direction along the east right of way of Audubon Place being the west line of Lots 2 & 1 along a tangent curve to the right with a radius of 483.65', a curve length of 206.40' and a chord bearing of S11°56'01"W a distance of 204.83' to a point;

Thence proceed in a northwesterly direction along the south right of way of Audubon Place being the north right of way of LA Highway 48 – River Road a bearing of N66°09'04"W a distance of 175.02' to a point;

The Point of Beginning

The said appearer further declared unto me, Notary, that on the aforesaid plan it has also designated and labeled various servitudes for utility and drainage purposes, the description of which are as follows:

Legal Description: Sewer Servitude (Lots 9-10)

That piece or portion of ground being a sewer servitude over a portion of Lot 9 & Lot 10 of Destrehan Plantation Estates, situated in Section 4, T-13-S, R-8-E, Southeast Land District, East of the Mississippi River, Destrehan, St. Charles Parish, Louisiana with reference to a resubdivision

by Stephen P. Flynn, P.L.S. dated April 6, 2018, revised June 14, 2018 and being more fully described as follows:

Beginning at a point at the intersection of the easterly right-of-way of Audubon Place and northwest corner of Lot 9 being the southwest corner of Lot 10.

Thence proceed in a southwesterly direction along the east right of way of Audubon Place being the west line of Lot 9 along a non-tangent curve to the left a radius of 1840.96' feet for an arc length of 7.63' feet along a chord which bears S36°35'14"W a distance of 7.63' feet to a point;

Thence proceed in a southeasterly direction along the south line of a sewer servitude a bearing of S64°02'13"E a distance of 194.68 feet to a point;

Thence proceed in a southwesterly direction along the west line of a sewer servitude a bearing of S25°57'47"W a distance of 25.50' feet to a point;

Thence proceed in a southeasterly direction along the south line of a sewer servitude a bearing of S64°02'13"E a distance of 15.00' feet to a point;

Thence proceed in a northeasterly direction along the east line of a sewer servitude being the east line of Lot 9 and Lot 10 and the west right of way of Destrehan Boulevard and the west line of the Nabisco Lot a bearing of N25°57'47"E a distance of 40.50' feet to a point;

Thence proceed in a northwesterly direction along the north line of a sewer servitude a bearing of N64°02'13"W a distance of 206.84' feet to a point;

Thence proceed in a southwesterly direction along the east right of way of Audubon Place being the west line of Lot 10 along a non-tangent curve to the left a radius of 1840.96' feet for an arc length of 7.64' feet along a chord which bears S36°49'29"W a distance of 7.64' feet to a point;

The Point of Beginning

Said sewer servitude parcel contains 0.0805 acres (3,507 square feet).

The said appearer further declared unto me, Notary, that under the covenants, conditions, and stipulations hereinafter recited it does, by these presents, dedicate in fee simple title to St. Charles Parish, the said Audubon Place as hereinabove described and does hereby grant the various servitudes for utility and drainage purposes, all as shown on the annexed plan by Stephen P. Flynn., PLS, dated April 6, 2018 and revised on June 14, 2018 to the 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.

The said appearer further declared unto me, Notary that the aforesaid dedication and grant of servitudes are subject to all of the following terms and conditions, to-wit:

1. The dedication of the fee ownership of the property covered by the street identified hereinabove as Audubon Place, only as far as said street is located within the DESTREHAN PLANTATION ESTATES.
2. The herein grant of the various servitudes for utility and drainage purposes shall constitute the granting only of a right of use being a limited personal servitude in favor of St. Charles Parish.
3. The appearer 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 aforesaid dedication of DESTREHAN PLANTATION ESTATES, and the utility and drainage servitudes granted herein. In that connection the appearer does however, agree to prohibit the use of any part of the surface of any of the property covered by Audubon Place and the servitudes granted herein with respect to the exploration, development or production of minerals pursuant to this reservation. This reservation is made in accordance with the appearer's plan and intention to impose a restriction on the entire subdivision against any use of the surface of any lot for the exploration, development or production of minerals.
4. The herein dedication of the street and grant of servitudes for utility and drainage purposes are made by the appearer without any warranty whatsoever, except as provided herein.
5. Appearer warrants that all servitudes and streets have been placed within the servitudes granted herein.
6. The 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 use as a public street. The Parish must further bind and obligate itself to use the utility and drainage servitudes granted herein only for utility and drainage purposes.
7. This dedication and grant are conditioned upon St. Charles Parish maintaining and policing the street dedicated herein, and maintaining the various utility and drainage facilities within the various utility and drainage servitude areas.
8. The grant herein of various servitudes for utility and drainage purposes is not exclusive and the appearer reserves the right to use or grant any other rights with respect to said property not inconsistent with the aforesaid servitude grants. The aforesaid grants of servitude for utility and drainage purposes shall not be utilized so as to unreasonably interfere with or impair ingress and egress from the street dedicated herein to any of the lots in the DESTREHAN PLANTATION ESTATES.
9. The dedication and grant made herein are made subject to any existing servitudes affecting the DESTREHAN PLANTATION ESTATES, such as by way of illustration but not limitation, pipeline servitudes and levees.
10. The herein dedication and grant shall inure to the benefit of St. Charles Parish or any successor governmental body of St. Charles Parish, which shall be bound by all of the terms and conditions hereof.
11. Appearer warrants that the herein dedication of the street and grant of servitudes are free of any liens and/or encumbrances and that no lots in DESTREHAN PLANTATION ESTATES have been sold or alienated prior to the date hereof.

AND NOW, to these presents, personally came and intervened:

ST. CHARLES PARISH, herein appearing through Larry Cochran, Parish President, duly authorized by virtue of Ordinance of said Parish adopted on _____, a

certified copy of which is annexed hereto and made part hereof,

and said St. Charles Parish does hereby accept, approve and ratify there herein dedication and grant under all of the terms and conditions as contained hereinabove, and does also hereby acknowledge that the construction of the street in said subdivision dedicated herein has been satisfactorily completed in accordance with all requirements, and that all utility and drainage facilities in DESTREHAN PLANTATION ESTATES have been likewise satisfactorily completed in accordance with all requirements, and St. Charles Parish does hereby accept the said street and utility and drainage facilities and assumes the maintenance thereof.

THUS DONE AND PASSED, in triplicate originals, in my office 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 appearer and me, Notary, after reading of the whole.

WITNESSES:

**DESTREHAN PLANTATION
DEVELOPMENT, LLC
BY:**

NAME:

PAUL J. MURRAY, III

NAME:

**NOTARY PUBLIC
ROBERT L. RAYMOND
LSBA BAR NO. 11408**

THUS DONE AND PASSED, in triplicate originals, in my office 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 appearer and me, Notary, after reading of the whole.

WITNESSES:

**ST. CHARLES PARISH
BY:**

NAME:

**LARRY COCHRAN
PARISH PRESIDENT**

NAME:

**NOTARY PUBLIC
ROBERT L. RAYMOND
LSBA BAR NO. 11408**

