

ord.

**2009-0121**

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
PAUL J. HOGAN, PE, COUNCILMAN, DISTRICT IV**

**ORDINANCE NO. 09-4-11**

An ordinance approving an Agreement to Make Irrevocable Donation attached hereto and made a part hereof as Exhibit "A", by Riverbend Corporation, Robert N. Wiegand and St. Charles.

- WHEREAS,** Louisiana is a sportsman's paradise; and,
- WHEREAS,** boater's public access to our waterways on the west bank of St. Charles Parish is limited; and,
- WHEREAS,** adequate property needed for constructing a boat launch in Des Allemands and Bayou Gauche area is limited; and,
- WHEREAS,** a private individual has offered to donate property for the construction of a new public boat launch once funding is secured by St. Charles Parish.

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

**SECTION I.** That the Agreement to Make Irrevocable Donation attached hereto and made a part hereof as Exhibit "A" by Riverbend Corporation, Robert N. Wiegand and St. Charles Parish is hereby authorized and the St. Charles Parish President is hereby authorized to execute said Agreement.

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

YEAS: SCHEXNAYDRE, AUTHEMENT, RAYMOND, TASTET, BENEDETTO,  
HOGAN, COCHRAN, LAMBERT

NAYS: NONE

ABSENT: NUSS

And the ordinance was declared adopted this 20th day of April, 2009, to become effective (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: April 21, 2009

APPROVED: ✓ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: April 22, 2009

AT: 10:15 AM RECD BY: [Signature]

### **AGREEMENT TO MAKE IRREVOCABLE DONATION**

The undersigned owner(s) and mortgagee(s) (collectively, **Grantors**) of that certain property located in the **Parish** of St. Charles, State of Louisiana (**Parish**), known as Lot 338-A containing 15.038 acres and a 60-foot wide access to said Lot 338-A from the WPA Road connecting with Louisiana Highway 632 containing 3.283 acres all in accordance with a survey by Lucien C. Gassen, P.L.S., dated February 24, 2994 revised April 8, 1994 (collectively Property).

**Grantors** agree, under the terms and conditions set out herein, to donate to the **Parish** a site out of Lot 338-A in the south East corner of said lot, which site is to measure along the easterly side from the SE corner approximately 575 feet northerly to the northern line of the 60-foot wide access, thence westerly approximately 250 feet along a line extending the northern line of the 60 foot wide access, and thence southerly to the southern property line of Lot 338-A, containing approximately 3.01 acres (Boat Launch Site).

**Grantors** further agree, under the terms and conditions set out herein, to donate to the **Parish** the 60 foot wide access from WPA Road containing 3.283 acres.

**Grantors** further agree that this described property shall not be alienated or encumbered in a manner as would in any way forestall this donation until after the 3<sup>rd</sup> anniversary of the execution of this agreement after which this agreement shall expire unless agreed otherwise in writing by both parties. During the 3 year period, the Parish shall seek funding for the boat launch and access roadway. Upon securing the funding source, the **Parish** will prepare all documentation needed for the **Parish** council to accept the donation and will accept the same.

The donation will be subject to the following conditions:

1. The donation is to be a charitable donation to the **Parish** to be used exclusively for the development of a public boat launch containing no commercial activities and an access roadway. This development shall be known as "the project".
2. The donation is to be made with a reservation of a utilities easement for the bringing of water, sewer (future), gas, telephone, and cable (and additional utilities) as may be necessary to service the remainder of Lot 338-A. When speaking of "servicing the remainder of Lot 338-A", it is understood that the said balance may be used for industrial, commercial, or multiple residential uses or a combination of same.

RT

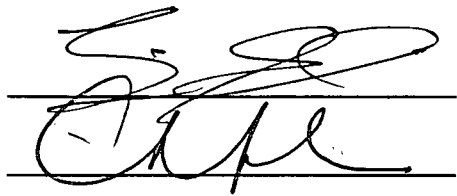
3. The **Parish** will construct a minimum 25 foot wide hard surface access roadway within the 60 foot wide access, which roadway must extend from the WPA Road to the western edge of the Boat Launch Site for access to the Boat Launch and to the remainder of Lot 338-A. Said road is to be built to **Parish** standards for public commercial streets on **Parish**-owned rights-of-way. However, funding is not immediately available for construction and maintenance of this project. Upon the **Parish** securing funding for the project, the **Parish** agrees to construct the project within three (3) years from the date of the donation. Under no circumstances is the **Parish** obligated to construct the project until such time as a firm commitment for funding is received by the Parish.
4. The **Parish** must install overhead electrical utilities and street lighting along the access roadway and around the Boat Launch Site in conjunction with construction of the project. All such lighting is to be so designed as to minimize the ambient lighting "spilled" outside of the site donated to the **Parish and onto the remainder of Lot 338-A**. The electrical lines servicing the Boat Launch Site will be of sufficient capacity as to service the remainder of Lot 338-A.
5. If Grantor is timely in installing any Additional Utilities, the construction of same and the construction of the road will be coordinated so that so that neither the installation of Additional Utilities nor the construction of the road is unreasonably hampered. Any delays in the construction of the road or the Boat Launch facility caused by Grantor's installation of Additional utilities will increase the time allowed in Paragraph 6 for completion of construction.
6. The **Parish** shall complete construction of the boat launch and access roadway within 3 years of the date of the donation.
7. All material excavated from the construction of the roadway and the Boat Launch (and parking) site and not used elsewhere therein must be "deposited and spread" in the borrow canal across remainder of Lot 338-A and in the hole located to the North of donated site.

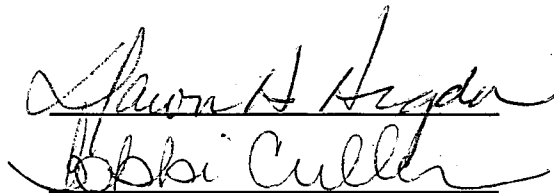
The property was acquired from Texaco, Inc. by Theriot Shipbuilding, LLC and transferred by merger into the name of Manchac Marine, LLC, which company issued a mortgage in favor of First National Bank USA. The said bank sold the note and assigned the

mortgage to RNW Community, LLC. In the meantime, Manchac Marine, LLC is reported to have issued a quit-claim deed to Robert N. Wiegand, individually, who subsequently deeded the property to RNW Community, LLC. RNW Community, LLC has issued a mortgage in favor of Normandy Associates (a Louisiana partnership *in commendam*. Riverbend Corporation is the General Partner of Normandy Associates and the Manager of both Manchac Marine, LLC and RNW Community, LLC. Robert Wiegand II is the President of Riverbend Corporation and the attorney-in-fact for Robert N. Wiegand.

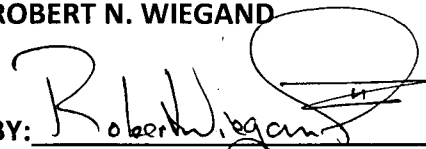
In my capacity as attorney-in-fact for Robert N. Wiegand and as President of Riverbend Corporation, which is, itself, General Partner of Normandy Associates and Manager for both Manchac Marine, LLC and RNW Community, LLC, I bind the said companies and the said individual to the above and foregoing Agreement.

**WITNESSES**

  
\_\_\_\_\_

  
\_\_\_\_\_


**RIVERBEND CORPORATION AND  
ROBERT N. WIEGAND**

BY:   
\_\_\_\_\_

ROBERT WIEGAND II - AGENT

DATE: 2 MARCH 2009

**ST. CHARLES PARISH**

BY:   
\_\_\_\_\_

V. J. ST. PIERRE, JR. - PRESIDENT

DATE: 3-13-09