



ST. CHARLES PARISH

PLANNING AND ZONING

MATTHEW JEWELL
PARISH PRESIDENT

MEMORANDUM

To: Michelle Impastato
Council Secretary

From: Chris Welker, AICP
Planner II

Date: June 2, 2020

**RE: Final Plat Approval and Acceptance of Improvements
Plantation Business Campus Section 1 & Section 2**

Enclosed are submittal and supporting documents for the final plat approval and dedication of Plantation Business Campus Section 1 & Section 2:

- Five original copies of the Final Plat
- Approval letters from the Departments of Public Works & Wastewater, Waterworks, and Contract Monitor
- Letter requesting final plat approval
- Letter certifying payment of the sewer connection development fee
- Ordinance authorizing the acceptance of improvements and final plat approval
- Three original copies of the Act of Dedication
- Copy of the Warranty Bond/Irrevocable Letter of Credit, Maintenance Agreement, and GASB 34
- Copy of the recorded private covenants

The above referenced documents will also be forwarded by email.

The developer, 310 Development, LLC has submitted all required documents and paid the required fees as detailed in the attached letter to the CFO.

Please prepare the Final Plat and Act of Dedication for the Parish Council's consideration. Should you need additional documentation, please contact Chris Welker in the Planning Department.

ADJACENT OWNERS:

LOT C-1 OF TRACT C HOSPITAL SERVICE DISTRICT NO. 1 P.O. BOX 87 LULING, LA 70070

TRACT 4-II-A-3 ST. CHARLES PARISH P.O. BOX 302 HARRVILLE, LA 70057

LOT 15 DESTREHAN PLANTATION ESTATES MAURICE MARCUS BOSTICK 5 PARLANGE DRIVE DESTREHAN, LA 70047

LOT 16 DESTREHAN PLANTATION ESTATES JASON MATTHEW WAGNER 222 BETTY DRIVE DESTREHAN, LA 70047

E-2 LINEAGE SE RE, LLC 1 PARK PLAZA, SUITE 550 DESTREHAN, LA 70047

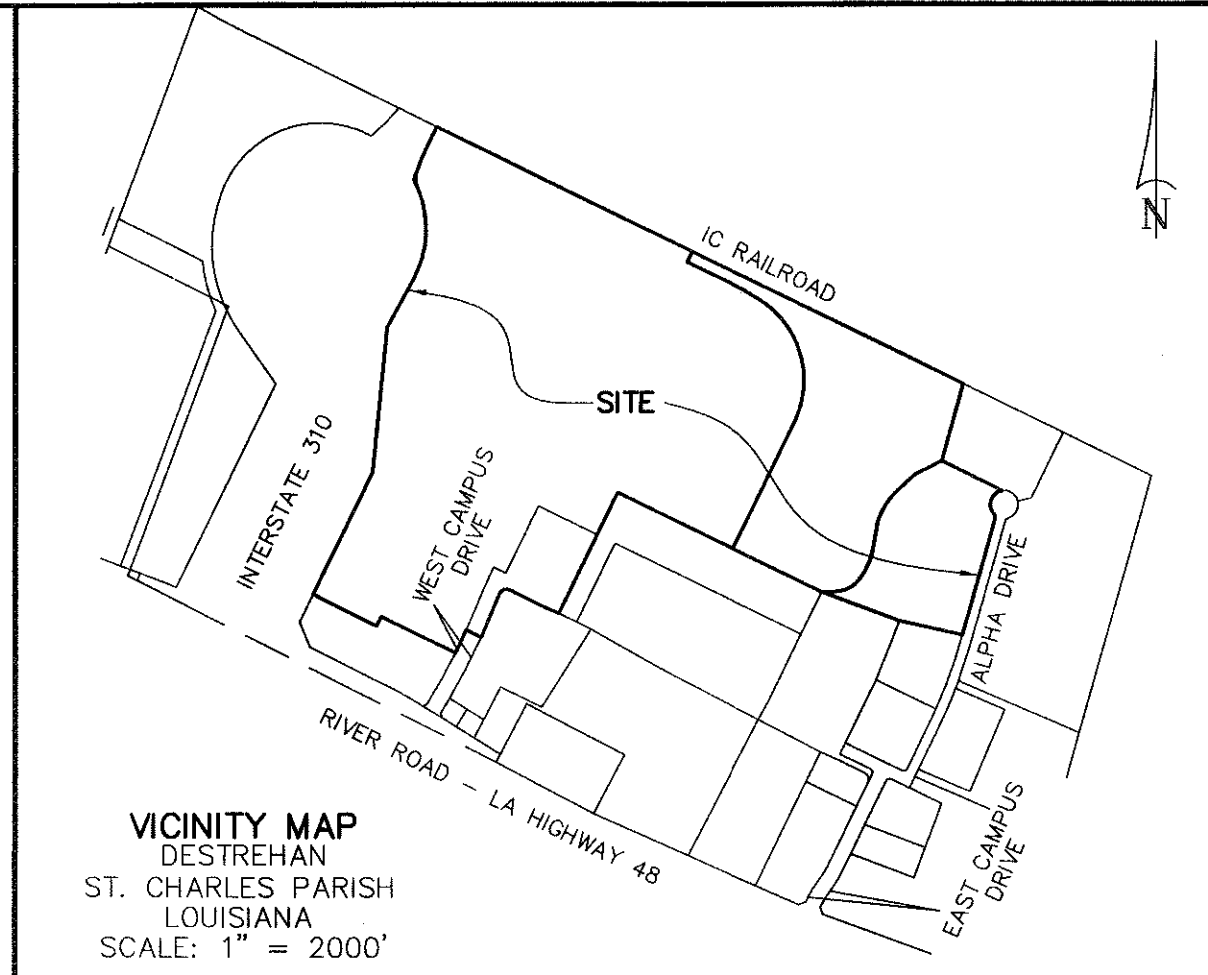
E-3A PLANTATION BUSINESS CAMPUS SECTION 1 RICKS PROPERTY GROUP, LLC 2323 BAINBRIDGE STREET, SUITE 100 KENNER, LA 70062

ILLINOIS CENTRAL RAILROAD CO. P.O. BOX 8100 DOWNTOWN STATION, 8TH FLOOR MONTREAL QUEBEC, CANADA

C1 PLANTATION BUSINESS CAMPUS SECTION 1 SOUTHEASTERN FREIGHT LINES, INC. 420 DAVEGA ROAD LEXINGTON, SC 29073

TRACT 4-II-A-6B 310 DEVELOPMENT, LLC 1208 BERT STREET LAPLACE, LA 70068

FINAL PLAN
PLANTATION BUSINESS CAMPUS SECTION 1 & SECTION 2
 SURVEY PLAT AND RESUBDIVISION OF LOT E-3B OF PLANTATION BUSINESS CAMPUS SECTION 1 & LOT C-2-A & LOT C-3-A OF TRACT C OF PLANTATION BUSINESS CAMPUS INTO LOTS HEREIN DESIGNATED AS LOT E-3B-1 PLANTATION BUSINESS CAMPUS SECTION 1 & LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 & 15, LOT C-4-A PLANTATION BUSINESS CAMPUS SECTION 2 SITUATED IN SECTION 4, T-13-S, R-8-E DESTREHAN, ST. CHARLES PARISH, LOUISIANA



DEVELOPER: 310 DEVELOPMENT, LLC
 1208 BERT STREET
 LAPLACE, LA 70068

OWNER: 310 DEVELOPMENT, LLC P & L INVESTMENTS IX, LLC
 1208 BERT STREET 13760 RIVER ROAD
 LAPLACE, LA 70068 DESTREHAN, LA 70047

APPROVED: _____

CHAIRMAN OF THE PARISH COUNCIL _____ DATE _____

PARISH PRESIDENT _____ DATE _____

PLANNING & ZONING COMMISSION CHAIRMAN _____ DATE _____

DEVELOPER _____ DATE _____

RECORDED IN THE CLERK OF COURT'S OFFICE

ST. CHARLES PARISH ON THE _____

DAY OF _____, IN BOOK _____

FOLIO _____, ENTRY # _____

SURVEYOR'S NOTES:

A. ST. CHARLES PARISH LAND USE REGULATIONS, INCLUDING SETBACK STANDARDS, SUPERSEDE PRIVATE SUBDIVISION CONVENIENCE WHERE PARISH REGULATIONS ARE MORE RESTRICTIVE.

B. THE LAND IS PRESENTLY WOODED AND IS GRADED TO PROVIDE RUN OFF OF RAINFALL FROM THE SOUTH TO NORTH AND THEN TOWARDS THE EAST AND WEST TO THE EXISTING DITCHES LOCATED SOUTH OF THE RAILROAD. THE PROPOSED SUBDIVISION WILL UTILIZE SUBSURFACE DRAINAGE IN DIVERTING THE RUNOFF FROM THE STREET TOWARDS THE EXISTING CANAL THAT RUNS NORTH SOUTH THROUGH THE SAID SITE. THE DRAINAGE IMPACT ANALYSIS AND SUBDIVISION DRAINAGE DESIGN FOR THIS DEVELOPMENT WAS PREPARED IN ACCORDANCE WITH ST. CHARLES PARISH SUBDIVISION REQUIREMENTS.

C. THE FINAL PLAT IS BASED UPON AN ACTUAL SURVEY MADE BY STEPHEN P. FLYNN, P.L.S., THE DISTANCES, COURSES, ALL ANGLES AND ALL SURVEY INFORMATION ARE SHOWN CORRECTLY, MONUMENTS HAVE BEEN SET AND THE LOT AND BLOCK CORNERS ARE STAKED CORRECTLY ON THE GROUND AND THE PROFESSIONAL LAND SURVEYOR HAS FULLY COMPLIED WITH THE PROVISIONS OF LOUISIANA REVISED STATUTES 33:5051, ET SEQ., AND ALL PARISH ORDINANCES GOVERNING THE SUBDIVISION OF LAND.

AREA TABLE

1	1.35 ACRES	12	0.94 ACRES
2	1.08 ACRES	13	0.94 ACRES
3	1.08 ACRES	14	0.94 ACRES
4	1.08 ACRES	15	0.64 ACRES
5	1.08 ACRES	E-3B-1	8.88 ACRES
6	1.08 ACRES	C-4-A	75.60 ACRES
7	1.08 ACRES	STREET	2.79 ACRES
8	1.11 ACRES		
9	2.00 ACRES		
10	0.94 ACRES		
11	0.94 ACRES		

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD
C1	117.30'	60.00'	N73°25'11"W 99.49'
C2	19.56'	20.00'	S36°02'26"E 18.79'
C3	9.83'	60.00'	N12°43'14"W 9.81'
C4	19.38'	20.00'	S88°11'20"W 18.63'
C5	83.93'	60.00'	S79°29'57"E 77.25'
C6	113.88'	67.86'	S33°56'57"W 100.98'
C7	19.38'	20.00'	S88°11'20"W 18.63'
C8	126.60'	60.00'	N59°07'24"W 104.39'
C9	127.13'	60.00'	S68°43'42"E 104.65'
C10	19.56'	20.00'	S36°02'26"E 18.79'
C11	507.21'	512.50'	N00°18'01"E 486.77'
C12	207.63'	1874.88'	S22°58'51"W 207.52'
C13	42.67'	60.00'	S19°03'07"E 41.78'
C14	75.09'	3555.00'	N65°38'52"W 75.09'
C15	196.48'	3635.01'	S64°42'15"E 196.46'
C16	56.84'	35.00'	S70°19'07"W 50.80'
C17	102.99'	2852.00'	S22°45'31"W 102.98'
C18	127.27'	3140.54'	N22°53'43"E 127.26'
C19	123.33'	3045.67'	N25°11'40"E 123.33'
C20	36.68'	67.86'	S29°36'57"E 36.24'
C21	19.10'	18.00'	N14°42'22"W 18.21'

CURRENT ZONING: M-1 FRONT SETBACK 25'
 FRONT SETBACK 25'
 SIDE SETBACK 15'
 REAR SETBACK 25'

C-2 FRONT SETBACK 25'
 FRONT SETBACK 5'
 SIDE SETBACK 5'
 REAR SETBACK 10'

RESTRICTIVE COVENANTS RECORDED AT:
 COB FOLIO _____
 ENTRY # _____

SURVEY REFERENCE: 1. SURVEY PLAT AND RESUBDIVISION OF A PORTION OF TRACT UPD-3, A PORTION OF LOT C-2 AND LOT C-3 OF TRACT C OF PLANTATION BUSINESS CAMPUS INTO LOTS HEREIN DESIGNATED AS LOT C-2-A, LOT C-3-A & LOT AOI-3A OF TRACT C OF PLANTATION BUSINESS CAMPUS BY STEPHEN P. FLYNN, P.L.S. DATED DECEMBER 6, 2017.
 2. SURVEY PLAT AND RESUBDIVISION OF LOT E-3 OF PLANTATION BUSINESS CAMPUS SECTION 1 INTO LOTS HEREIN DESIGNATED AS LOT E-3A & LOT E-3B OF PLANTATION BUSINESS CAMPUS SECTION 1 BY STEPHEN P. FLYNN, P.L.S. DATED MARCH 6, 2018.

BASIS OF BEARING: BEARINGS HEREON ARE ESTABLISHED BY THE LOUISIANA STATE PLANE COORDINATE SYSTEM, LOUISIANA SOUTH ZONE 1702 USING LIECA SMARTNET SOLUTION DATED 8/30/2016 NAD83.

FLOOD NOTE: THE SURVEYED PARCEL IS IN ZONE "X" PER FEDERAL INSURANCE RATE MAP NUMBER 220160-0150C DATED 5/2/2003 LOMR.

STREET DEDICATION: "THE RIGHT-OF-WAY OF STREETS SHOWN HEREON, IF NOT PREVIOUSLY DEDICATED, IS HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC. ALL AREAS SHOWN AS SERVICITUDES ARE GRANTED TO THE PUBLIC FOR USE OF UTILITIES, DRAINAGE, SEWAGE REMOVAL, OR OTHER PROPER PURPOSE FOR THE GENERAL USE OF THE PUBLIC. NO BUILDING, STRUCTURE, OR FENCE SHALL BE CONSTRUCTED, NOR SHRUBBERY PLANTED WITHIN THE LIMITS OF ANY SERVICITUDE SO AS TO PREVENT OR UNREASONABLY INTERFERE WITH ANY PURPOSE FOR WHICH THE SERVICITUDE IS GRANTED."

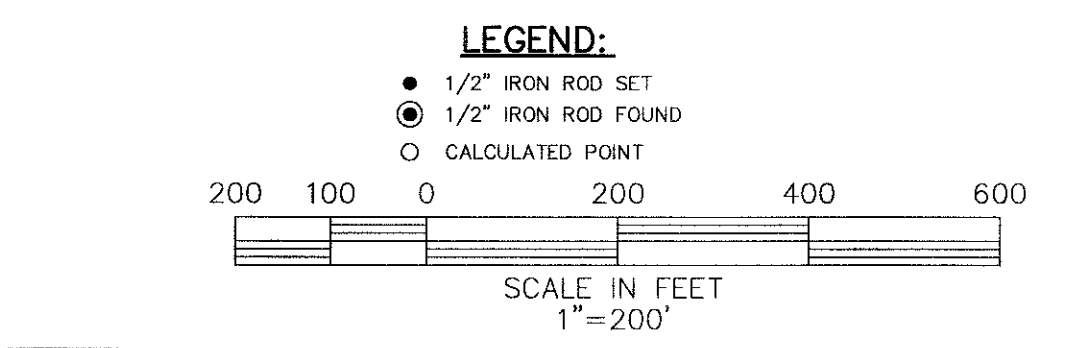
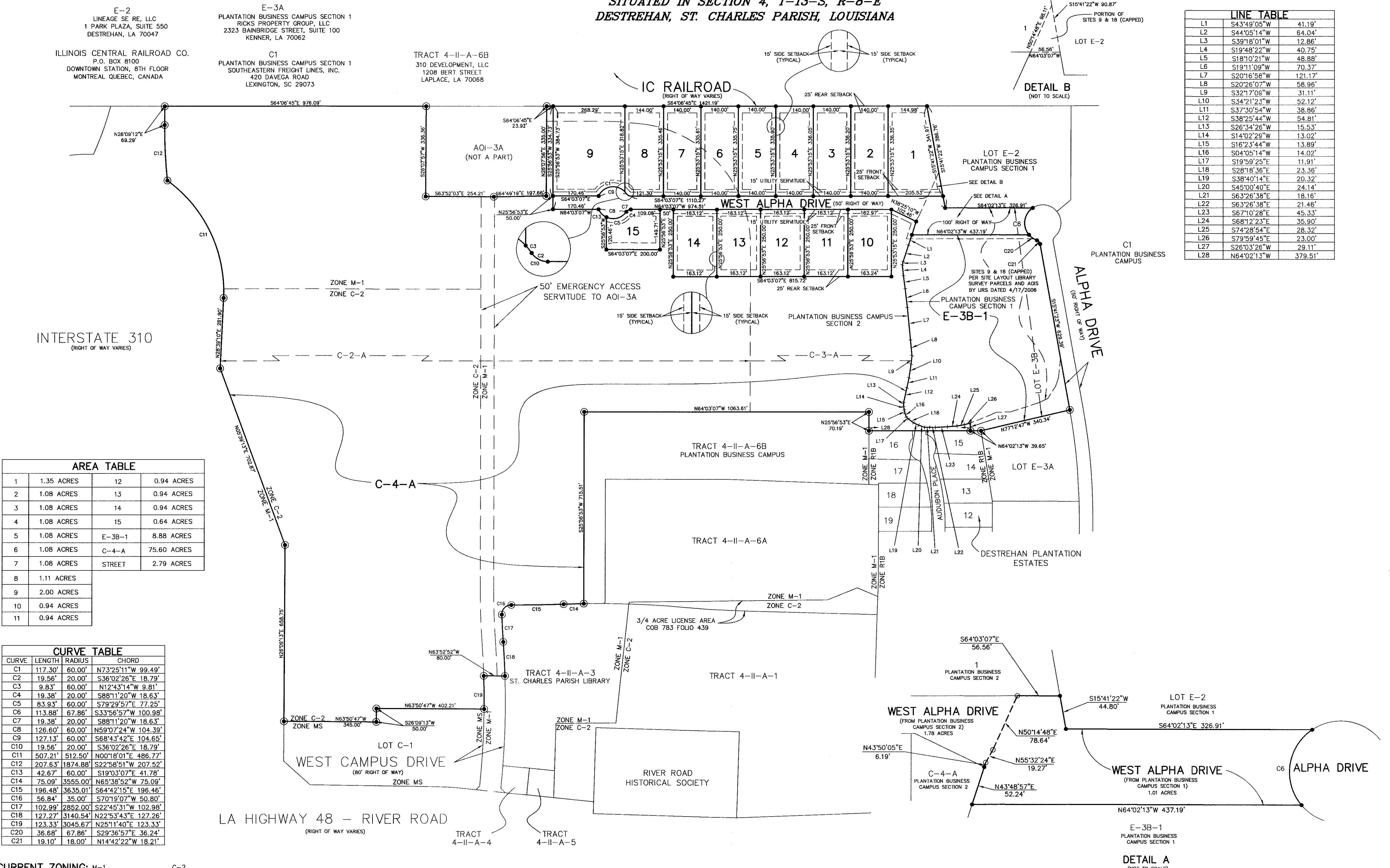
SIGNATURE OF OWNER _____

SEWAGE DISPOSAL: "NO PERSON SHALL PROVIDE A METHOD OF SEWAGE DISPOSAL, EXCEPT CONNECTION TO AN APPROVED SANITARY SYSTEM, UNTIL THE METHOD OF TREATMENT AND DISPOSAL HAS BEEN APPROVED BY THE LOUISIANA DEPARTMENT OF HEALTH OR MODERN EQUIVALENT."

SIGNATURE OF OWNER _____

LINE TABLE

L1	S43°49'05"W	41.19'
L2	S44°05'14"W	64.04'
L3	S39°18'01"W	12.86'
L4	S19°48'22"W	40.75'
L5	S18°10'21"W	48.88'
L6	S19°11'09"W	70.37'
L7	S20°16'58"W	121.17'
L8	S20°26'07"W	58.96'
L9	S32°17'06"W	31.11'
L10	S34°21'23"W	52.12'
L11	S37°30'54"W	38.86'
L12	S38°25'44"W	54.81'
L13	S26°34'26"W	15.53'
L14	S14°02'29"W	13.02'
L15	S16°23'44"W	13.89'
L16	S04°05'14"W	14.02'
L17	S19°59'25"E	11.91'
L18	S28°18'36"E	23.36'
L19	S38°40'14"E	20.32'
L20	S45°00'40"E	24.14'
L21	S63°26'38"E	18.16'
L22	S63°26'38"E	21.46'
L23	S67°10'28"E	45.33'
L24	S68°12'23"E	35.90'
L25	S74°28'54"E	28.32'
L26	S79°59'45"E	23.00'
L27	S28°33'28"W	29.11'
L28	N64°02'13"W	379.51'



NO.	DATE	DESCRIPTION	BY
REVISIONS			
DRAWN BY:	KPB	SHEET NO. 1 OF 1	
DATE:	APRIL 20, 2020	DRAWING NO. L1568_W03789	

Stephen P. Flynn
 STEPHEN P. FLYNN
 P.L.S. LA. ST. REG. NO. 4668

RIVERLANDS SURVEYING COMPANY
 505 HEMLOCK STREET
 LAPLACE, LA 70068
 1-800-248-6982
 985-652-6366



Memo

To: Michael Albert, Planning and Zoning Director

From: Miles B. Bingham, Public Works Director

Cc: Matt Jewell, Parish President
Parish Council c/o Valerie Berthelot
L. J. Brady, Assistant Wastewater Director
Don Edwards, Senior Parish Engineer
Chandra Sampey, Contract Monitoring Specialist
Marny Stein, Development Review Planner

Re: Plantation Business Campus – Phase 2
Final Acceptance

Date: June 1, 2020

The roadway, drainage, wastewater and streetlight facilities have been completed for the above-referenced project. There are no outstanding punchlist items.

Additionally, the final plat and as-built drawings were received and found to be in conformance with the approved plans and specifications.

Please feel free to contact us with any questions or comments.

MBB:DTE:dte



ST. CHARLES PARISH

DEPARTMENT OF WATERWORKS

P.O. BOX 108 • LULING, LOUISIANA 70070

(985) 783-5110 • Fax: (985) 785-2005

Website: www.stcharlesparish-la.gov

MATTHEW JEWELL
PARISH PRESIDENT

ROBERT BROU
DIRECTOR

May 12, 2020

Mr. Michael Albert
Director, Planning and Zoning
St. Charles Parish
P.O. Box 302
Hahnville, LA 70057

Re: Plantation Business Campus Phase II – Alpha Drive West
Waterline Installations

Dear Mr. Albert:

The water main installations as shown on Plantation Business Campus Phase II – Alpha Drive West plans, dated, July 3, 2018, with a revision date of June 28, 2019 by Murray Architects and Carubba Engineering have been installed. The completed installation has passed the required Pressure/Leakage and Bacteriological tests.

Final approval is hereby granted.

The owner is responsible for the maintenance of this water system for a period of one year after acceptance by the St. Charles Parish Council.

If there are any questions regarding this matter, please do not hesitate to call.

Sincerely,

Robert Brou

Cc: Mr. Joey Murray
Mr. Chris Welker

RB:rcj



ST. CHARLES PARISH


PUBLIC WORKS CONTRACT MONITORING

MATTHEW JEWELL
PARISH PRESIDENT

MILES BINGHAM
DIRECTOR

MEMORANDUM

To: Marny Stein,
Senior Planner

From: Chandra Sampey 
Contract Monitoring Specialist

Date: May 1, 2020

RE: **Final Inspection Approval: Plantation Business Campus Section 2**
Alpha Drive West

The streetlight facilities for Alpha Drive West have been installed, inspected and comply with the submitted lighting layout plans. The streetlight inventory supplies have been received as per the ordinance. Required developer streetlight deposit due to Planning and Zoning is \$2,400.00.

CC:
Miles Bingham, Public Works Director
Joey Murray, Developer



13760 river road, destrehan, la 70047
ofc: 985.764.7275 • fax: 985.725.0182

April 9, 2020

Mr. Michael Albert
St. Charles Parish
Planning and Zoning Director
14996 River Road
Hahnville, Louisiana 70057

RE: Plantation Business Campus 2
Destrehan, Louisiana

Dear Mr. Albert,

This correspondence is notification and certification that all work has been completed for the subject subdivision, Plantation Business Campus 2

We are requesting a **Final Inspection**, next week, the week of April 13, 2020, if possible, in order to obtain written final approval and acceptance from the St. Charles Parish Council. Specifically, we request written recommendations by the Director of Public Works/ Wastewater and the Director of Waterworks that all improvements conform to regulations.

We also request that any fees that remain to be paid be confirmed so that the developer payment in accordance with the subdivision acceptance procedure check list.

We are providing a copy of this letter to the Director of Public Works/ Wastewater and the Director of Waterworks.

Should you have any questions, please do not hesitate to call me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Tabb', written over a horizontal line.

Michael Tabb

Cc Director of Public Works / Wastewater
Direct of Waterworks



13760 river road, destrehan, la 70047
ofc: 985.764.7275 • fax: 985.725.0182

May 26, 2020

Michael J. Albert, AICP
Planning Director
St. Charles Parish
Department of Planning and Zoning
14996 River Road
P.O. Box 302
Hahnville, LA 70057

Re: Plantation Business Campus Section 2

Dear Mr. Albert,

This letter serves as certification that the Sewer Development Connection Fee has been forwarded to the St. Charles Parish Department of Planning & Zoning on May 26, 2020 with check number 70880 in the amount of \$17,000 as payment in full.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Michael J. Tabb', with a long, sweeping horizontal line extending to the right.

Michael J. Tabb, AIA

2020 _____

**INTRODUCED BY: MATTEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)**

ORDINANCE NO. _____

An ordinance approving and authorizing the execution of an Act of Dedication for Plantation Business Campus Section 1 & Section 2, Destrehan.

WHEREAS, 310 Development, LLC is the owner and developer of property located in Sections 4, T-13-S & R-8-E as indicated on a Final Plat prepared by Stephen P. Flynn, PLS, dated April 20, 2020 entitled FINAL PLAN PLANTATION BUSINESS CAMPUS SECTION 1 & SECTION 2; and,

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 310 Development, LLC for Plantation Business Campus Section 1 & Section 2, 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 _____, 2020, to become effective five (5) days after publication in the Official Journal.

**ACT OF DEDICATION
BY 310 DEVELOPMENT, LLC
TO PARISH OF ST. CHARLES**

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

BE IT KNOWN, that on this _____ day of _____, in the year of Our Lord two thousand and twenty (2020),

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:

310 DEVELOPMENT, LLC, a Louisiana limited liability company appearing herein by and through Todd P. Trosclair, duly authorized as evidenced by the Certificate of Authority dated April 20, 2020, which is attached hereto and which is issued in accordance with the Articles of Organization dated January 12, 2017, and which are on file with the Louisiana Secretary of State;

and

P & L INVESTMENTS IX, LLC, sole member Perri Igor, a limited liability company, organized and existing under and by virtue of the laws of the State of Louisiana, represented herein by Paul J. Muray, III, by virtue of a Certificate of Authority which is recorded at Entry No. 418594 in the records of St. Charles Parish.

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 **PLANTATION BUSINESS CAMPUS 2**, described as follows:

Resubdivision of Lot E-3B of Plantation Business Campus Section 1 & Lot C-2-A & Lot C-3-A of Tract C of Plantation Business Campus into lots herein designated as Lot E-3B-1 Plantation Business Campus Section 1 & Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, & 15, Lot C-4-A Plantation Business Campus Section 2 Situated in Section 4, T-13-S, R-8-E, Destrehan, St. Charles Parish, Louisiana.

310 DEVELOPMENT, LLC further declared unto me that it has caused that portion of the above property designated as **PLANTATION BUSINESS CAMPUS 2** on the survey by Stephen P. Flynn., PLS, dated April 20, 2020, 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

310 DEVELOPMENT, LLC further declared unto me, Notary, that on the aforesaid plan of resubdivision it has laid out a certain street within **PLANTATION BUSINESS CAMPUS 2**

which is named and identified in accordance with the annexed plan of Stephen P. Flynn., PLS, dated April 20, 2020, as West Alpha Drive. Also by this Act, 310 DEVELOPMENT, LLC does hereby create the street identified below including the portion thereof dedicated by it and by P & L Investments IX, LLC, as being a part of PLANTATION BUSINESS CAMPUS 2, the description of which street is as follows, to-wit:

That piece or portion of ground being the West Alpha Drive right of way of Plantation Business Campus Section 1, situated in Section 4, T-13-S, R-8-E, Destrehan, St. Charles Parish, Louisiana per a subdivision plat entitled "Final Plan Plantation Business Campus Section 1 & Section 2" by Stephen P. Flynn, P.L.S. dated April 20, 2020 and being more fully described as follows:

Beginning at a point being the southwest intersection of Alpha Drive and West Alpha Drive. Thence proceed in a northwesterly direction along the south right of way of West Alpha Drive being the north

line of Lot E-3B-1 a bearing of N64°02'13"W a distance of 437.19' to a point;

Thence proceed in a northeasterly direction along the west right of way of West Alpha Drive being the east line of Lot C-4-A a bearing of N43°48'57"E a distance of 52.24' to a point;

Thence proceed in a northeasterly direction a bearing of N43°50'05"E a distance of 6.19' to a point;

Thence proceed in a northeasterly direction a bearing of N55°32'24"E a distance of 19.27' to a point;

Thence proceed in a northeasterly direction a bearing of N50°14'48"E a distance of 78.64' to a point;

Thence proceed in a southeasterly direction along the north right of way of West Alpha Drive being the south line of Lot 1 a bearing of S64°03'07"E a distance of 56.56' to a point;

Thence proceed in a southwesterly direction along the east right of way of West Alpha Drive being the west line of Lot E-2 a bearing of S15°41'22"W a distance of 44.80' to a point;

Thence proceed in a southeasterly direction along the north right of way of West Alpha Drive being the south line of Lot E-2 a bearing of S64°02'13"E a distance of 326.91' to a point;

Thence proceed along the east right of way of West Alpha Drive being the west right of way of Alpha Drive along a tangent curve to the right with a radius of 67.86', a curve length of 113.88' and a chord bearing of S33°56'57"W a distance of 100.98' to a point;

The Point of Beginning

AND

That piece or portion of ground being the West Alpha Drive right of way of Plantation Business Campus Section 2. Situated in Section 4, T-13-S, R-8-E, Destrehan, St. Charles Parish, Louisiana per a subdivision plat entitled "Final Plan Plantation Business Campus Section 1 & Section 2" by Stephen P. Flynn, P.L.S. dated April 20, 2020 and being more fully described as follows:

Commence at a point being the southwest intersection of Alpha Drive and West Alpha Drive.

Thence proceed in a northwesterly direction along the south right of way of West Alpha Drive being the north line of Lot E-3B-1 a bearing of N64°02'13"W a distance of 437.19' to a point;

Thence proceed in a northeasterly direction along the west right of way of West Alpha Drive being the east line of Lot C-4-A a bearing of N43°48'57"E a distance of 52.24' to a point;

The Point of Beginning

Thence proceed in a northwesterly direction along the south right of way of West Alpha Drive being the north line of Lot C-4-A a bearing of N38°25'10"W a distance of 102.46' to a point;

Thence proceed in a northwesterly direction along the south right of way of West Alpha Drive being the north line of Lots 10, 11, 12, 13, 14, C-4-A & 15 a bearing of N64°03'07"W a distance of 974.51' to a point;

Thence proceed along the south right of way of West Alpha Drive being the north line of Lot 15 along a tangent curve to the left with a radius of 20.00', a curve length of 19.38' and a chord bearing of S88°11'20"W a distance of 18.63' to a point;

Thence proceed along the south right of way of West Alpha Drive being the north line of Lot 15 along a tangent curve to the right with a radius of 60.00', a curve length of 126.60' and a chord bearing of N59°07'24"W a distance of 104.39' to a point;

Thence proceed in a northwesterly direction along the south right of way of West Alpha Drive being the north line of Lot C-4-A a bearing of N64°03'07"W a distance of 170.46' to a point;

Thence proceed in a northeasterly direction along the west right of way of West Alpha Drive being the east line of Lot C-4-A a bearing of N25°56'53"E a distance of 50.00' to a point;

Thence proceed in a southeasterly direction along the north right of way of West Alpha Drive being the south line of Lot 9 a bearing of S64°03'07"E a distance of 170.46' to a point;

Thence proceed along the north right of way of West Alpha Drive being the south line of Lots 9 & 8 along a tangent curve to the right with a radius of 60.00', a curve length of 127.13' and a chord bearing of S68°43'42"E a distance of 104.65' to a point;

Thence proceed along the north right of way of West Alpha Drive being the south line of Lot 8 along a tangent curve to the left with a radius of 20.00', a curve length of 19.56' and a chord bearing of S36°02'26"E a distance of 18.79' to a point;

Thence proceed in a southeasterly direction along the north right of way of West Alpha Drive being the south line of Lots 8, 7, 6, 5, 4, 3, 2 & 1 a bearing of S64°03'07"E a distance of 1110.27' to a point;

Thence proceed in a southwesterly direction a bearing of S50°14'48"W a distance of 78.64' to a point;
Thence proceed in a southwesterly direction a bearing of S55°32'24"W a distance of 19.27' to a point;
Thence proceed in a southwesterly direction a bearing of S43°50'05"W a distance of 6.19' to a point;

The Point of Beginning

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, including the property identified as West Alpha Drive hereinabove described and that portion dedicated by P & L Investments IX, LLC to St. Charles Parish as hereinafter 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 20, 2020 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 West Alpha Drive, only as far as said street is located within the PLANTATION BUSINESS CAMPUS 2.

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 PLANTATION BUSINESS CAMPUS 2, 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 West Alpha Drive 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 PLANTATION BUSINESS CAMPUS 2.
9. The dedication and grant made herein are made subject to any existing servitudes affecting the PLANTATION BUSINESS CAMPUS 2, 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 PLANTATION BUSINESS CAMPUS 2 have been sold or alienated prior to the date hereof.

AND NOW COMES P & L INVESTMENTS IX, LLC which does by there presents dedicate in fee simple title to St. Charles Parish a certain portion of property and all improvements thereon identified as follows, to-wit:

That piece or portion of ground being the West Alpha Drive right of Plantation Business Campus Section 1, situated in Section 4, T-1-S, R-8-E, Destrehan, St. Charles Parish, Louisiana per a subdivision plat entitled "Final Plan Plantation Business Campus Section 1 & Section 2" by Stephen P. Flynn, P.L.S. Dated April 20, 2020 and being more fully described as follows:

Beginning at a point being the southwest intersection of Alpha Drive and West Alpha Drive.

Thence proceed in a northwesterly direction along the south right of way of West Alpha Drive being the north line of Lot E-3B-1 a bearing of N64°02'13"W a distance of 437.19' to a point;

Thence proceed in a northeasterly direction along the west right of West Alpha Drive being the east line of Lot C-4-A a bearing N43°48'57"E a distance of 52.24' to a point;

Thence proceed in a northeasterly direction a bearing of N43°50'05"E a distance of 6.19' to a point.

Thence proceed in a northeasterly direction a bearing of N55°32'25"E a distance of 19.27' to a point;

Thence proceed in a northeasterly direction a bearing of N50°14'48"E a distance of 78.64' to a point;

Thence proceed in a southeasterly direction along the north right of way of West Alpha Drive being the south line of Lot 1 a bearing of S64°03'07"E a distance of 56.56' to a point;

Thence proceed in a southwesterly direction along the east right of way of West Alpha Drive being the west line of Lot E-2 a bearing of S15°41'22"W a distance of 44.80' to a point;

Thence proceed in a southeasterly direction along the north right of way of West Alpha Drive being the south line of Lot E-2 a bearing of S64°02'13"E a distance of 326.91' to a point.

Thence proceed along the east right of way of West Alpha Drive being the west right Of way of Alpha Drive along a tangent curve to the right with a radius of 67.86', a curve length of 113.88' and a chord bearing of S33°56'57"W a distance of 100.98' to a point;

The Point of Beginning.

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

ST. CHARLES PARISH, herein appearing through Matthew Jewell, 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 the 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 water, utility and drainage facilities in PLANTATION BUSINESS CAMPUS 2 have been likewise satisfactorily completed in accordance with all requirements, and St. Charles Parish does hereby accept the said street and water, 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:

310 DEVELOPMENT, LLC

[Signature]
SARAH MAISON

BY:

[Signature]
TODD P. TROSCLAIR

NAME:

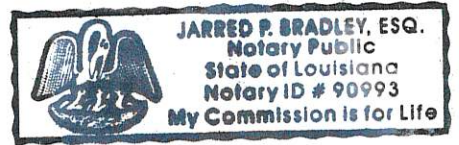
[Signature]
NAME: Vicky Cazentre

P & L INVESTMENTS IX, LLC

BY:

[Signature]
PAUL J. MURRAY, III

[Signature]
NOTARY PUBLIC
NAME: JARRED BRADLEY
LSBA BAR NO. 33460



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: _____

MATTHEW JEWELL
PARISH PRESIDENT

NAME: _____

NOTARY PUBLIC
NAME: _____
LSBA BAR NO. _____



Pedestal Bank

Elevate Your Banking

April 20, 2020

St. Charles Parish
P.O Box 301
Hahnville, LA 70057

RE: Irrevocable Letter of Credit Pedestal Bank
Plantation Business Campus 2
310 Development, LLC
1208 Bert Street
LaPlace, LA 70068

We hereby irrevocably authorize you to draw on Pedestal Bank, Houma, Louisiana, not to exceed the aggregate of Seventy Six Thousand Six Hundred Forty Five and 28/100 (\$76,645.28) Dollars, available by your draft(s) for the account of 310 Development, LLC.

Draft(s) must be presented at our office in Houma on or prior to the expiration date of October 20, 2021 (18 months from the date of the Act of Dedication) and must bear upon the face, the clause "Drawn under Pedestal Bank, Houma, Louisiana, Letter of Credit No. #4202069744, dated April 20, 2020. Draft(s) must be accompanied by this original Letter of Credit and the following document(s):

Statement purportedly signed by the authorized representative of St. Charles Parish reading: "We hereby certify that the amount drawn hereunder is due by 310 Development, LLC in conjunction with the Maintenance Agreement and Surety Maintenance Bond for Plantation Business Campus 2, shown more fully on a survey prepared by Stephen P. Flynn of Riverlands Surveying Company, dated April 20, 2020, creating "Plantation Business Campus 2".

We hereby agree with you that draft(s) under and in compliance with the terms of this Letter of Credit will be duly honored on delivery of documents as specified, if presented on or before the date mentioned above at the main office of Pedestal Bank, 1300 West Tunnel Blvd., Houma, Louisiana, 70360.

This Letter of Credit is subject to the "Uniforms Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Brochure No 400."

Sincerely,

LeBlanc Chip Ourso
Executive Vice President

Donna McKey
Chief Operating Officer

310 DEVELOPMENT, LLC

April 20, 2020

Mr. Miles Bingham
Director, Public Works/Wastewater
100 River Oaks Drive
Destrehan, LA 70047

Re: Plantation Business Campus 2

Dear Mr. Bingham,

This letter serves as an agreement to provide repair/replacement for bona fide deficiencies in the work product in the construction of the street and other improvements for the Plantation Business Campus 2 for a period of eighteen (18) months from the date of acceptance by the Parish Council.

The items covered includes the street, water line, sewer lift station, sewer collection line, sewer force main and storm drainage.

Any work product deficiencies will be covered by the installation contractor for the project who is Byron E. Talbot General Contractors in accordance with Louisiana Law. As evidenced by the irrevocable Letter of Credit provided on behalf of the developer, we further guaranty this maintenance work, if needed, will be covered thereby.

Thank you for your assistance and cooperation in this matter.

Sincerely,



Todd Trosclair

Plantation Business Campus

14-Apr-20

Phase 2

Destrehan, LA

To comply with the infrastructure requirements of the Governmental Accounting Standards Board (GASB) statement number 34, the following provides to the Department of Public Works, including the actual cost or fair market value of each item dedicated, on the street(s) within the subdivision. The cost contained herein is based on the actual contract between contractor and owner.

A. Drainage

Prefab Concrete Catch Basins (8 units)	\$ 35,200.00
18" Reinforced Concrete Pipe Arched 104 feet	\$ 4,576.00
24" Reinforced Concrete Pipe Arched 600 feet	\$ 31,200.00
30" Reinforced Concrete Pipe Arched 416 feet	\$ 28,288.00

Total Drainage Cost Including Labor \$ **99,264.00**

B. Streets

5500 Sq yd Concrete Street, 7 inches thick	\$ 301,672.00
3,423 L.F. Roll Over Curb	\$ 24,816.75
Street Excavation for Base (6,050 CYNS)	\$ 36,905.00
Structural Sand Base (5,500 SYDS)	\$ 72,875.00
No Sidewalks, These to be installed during home construction	

Total Streets Cost Including Labor \$ **436,268.75**

C. Wastewater

8" Gravity SDR 35 Sewer Lines, 1,165 feet	\$ 37,280.00
6" Gravity SDR 35 Sewer Lines, 200 feet	\$ 6,200.00
5 Concrete Precast Sewer Manholes	\$ 13,000.00
Lift Station with 2" force main	\$ 43,564.00

Total Wastewater Cost Including Labor \$ **100,044.00**

D. Water

5 Fire Hydrants	\$ 25,500.00
8" C-900 Water Line w/ Fittings 1,820 feet	\$ 30,940.00
3" PVC Conduit for Water Service 6 crossings	\$ 1,360.00

Total Wastewater Cost Including Labor \$ **57,800.00**

E. Street Lights

Single Light Poles with 1 Fixtures 8 ea	\$ 30,000.00
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Total Street Lights \$ **30,000.00**

F. Street Signage

\$ 1,100.00
Total for Street Signs \$ **1,100.00**

\$ 724,476.75

St. Charles Parish Recording Page

Lance Marino
Clerk of Court
St. Charles Parish Courthouse
PO Box 424
Hahnville, LA 70057
(985) 783-6632

Received From :
MURRAY, PAUL
PO BOX 426
DESTREHAN, LA 70047

First VENDOR
310 DEVELOPMENT LLC

First VENDEE
PLANTATION BUSINESS CAMPUS

Index Type : CONVEYANCE
Type of Document : RESTRICTIONS
Recording Pages : 9

Entry Number : 449036
Book : 891 Page : 246

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Charles Parish, Louisiana.

Lance Marino
Clerk of Court

CLERK OF COURT
LANCE MARINO
Parish of St. Charles

I certify that this is a true copy of the attached document that was filed for registry and
Recorded 05/27/2020 at 9:58:15
Recorded in Book 891 Page 246
File Number 449036



Melissa Cruz
Deputy Clerk

On (Recorded Date) : 05/27/2020

At (Recorded Time) : 9:58:15AM



Doc ID - 007697700009

Return To : MURRAY, PAUL
PO BOX 426
DESTREHAN, LA 70047

Do not Detach this Recording Page from Original Document

RESTRICTIVE COVENANTS

**PLANTATION BUSINESS CAMPUS SECTION 1 & SECTION 2
WEST ALPHA DRIVE**

PARISH OF ST. CHARLES

STATE OF LOUISIANA

* * * * *

BE IT KNOWN, that on this 27th day of May in the year of our Lord Two Thousand Twenty (2020);

BEFORE ME, Joel T. Chaisson II, a Notary Public, duly commissioned and qualified in and for the Parish of St. Charles, State of Louisiana, in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY, CAME AND APPEARED:

310 Development, LLC a limited liability company, duly authorized to transact business in the state of Louisiana, whose address is 1208 Bert Street, LaPlace, LA 70068; represented here by its Managing Member, Todd Trosclair Sr. and Architectural Control Committee, created herein,

who declared that they are the owners of the hereinafter described property, to-wit:

Plantation Business Campus Section 1 & Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, & 15, West Alpha Drive, Situated in Section 4, T-13-S, R-8-E, Destrehan, St. Charles Parish, Louisiana,

WHEREAS, the Developer is the record owner of certain land and premises located in the Parish of St. Charles, State of Louisiana, more particularly described on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Developer is developing on that property an industrial park to be known as Plantation Business Campus 2; and

WHEREAS, the Developer desires to provide for the preservation of the values and amenities of said industrial park and for the maintenance of certain roadways, open spaces, and other facilities to be developed as a part of said community; and to this end desires to subject the real property shown on the Final Plat to the servitudes, privileges and restrictions hereinafter set forth, each and all of which is and are for the benefit of the said property and the subsequent owners thereof; and

WHEREAS, said industrial park is a carefully planned mixed-use business center providing for commercial, office and warehouse/industrial activities;

NOW, THEREFORE, the Developer hereby declares that the real property shown on the Final Plat is and shall be held, conveyed, Hypothecated or encumbered, sold leased, rented, used, occupied and improved subject to the servitudes, privileges, and restrictions (hereinafter sometimes referred to as the "Restrictive Covenants"), hereinafter set forth, all of which are declared and agreed to be in aid of a plan for use of said property and shall be deemed to run with and bind the land and shall inure to the benefit of and be enforceable by the Developer, his successors and assigns, and any person acquiring or owning an interest in said property and

improvements.

And the said persons do by these presents hereby create and impose on said property, the following restrictions to wit:

- 1.) **LAND USE AND BUILDING TYPE:** No building, fence, wall or other improvements or structures, shall be commenced, directed, placed, moved, altered, or maintained upon the Property, nor shall any exterior addition to or change (including any change of color or other alteration thereupon be made until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction and/or any other proposed form of change (including, but without limitation, any other information specified by the Developer) shall have harmony of external design, color and location, in relation to surrounding structures and topography and conformity with the design concept for the development of Plantation Business Campus.2 by the Developer.

If other uses are proposed, the applicant will make a request to the Developer for determination of that use. Upon receipt of such an application, with whatever information Developer requires, Developer will give his approval or disapproval to applicant within thirty (30) days of receipt of said application.

Neither Developer nor its successors or assigns shall be liable in damages to anyone submitting operational plans and specifications to Developer or its successors or assigns for approval, or to any owner or lessee of land affected by this Act, by reason of mistaken judgement, negligence or nonfeasance arising out of or in connection with the approval of disapproval or the failure to approve any such operational plans and specifications. Every person who submits operational plans and specifications to Developer or to its successors or assigns for approval agrees, by submission of such plans and specifications, and every owner and lessee of any of said property agrees, by acquiring title thereto or interest therein, that he will not bring any action or suit against Developer to recover any such damages.

No building, fence, wall or other improvements or structures, shall be commenced, directed, placed, moved, altered, or maintained upon the Property, nor shall any exterior addition to or change (including any change of color or other alteration thereupon be made until the complete plans and specifications showing the location, nature, shape, height, material, color, type of construction and/or any other proposed form of change (including, but without limitation, any other information specified by the Developer) shall have harmony of external design, color and location, in relation to surrounding structures and topography and conformity with the design concept for the development of Plantation Business Campus by the Developer.

Specific Exclusions

Notwithstanding anything contained herein, all mineral rights for all property covered by the Act of Dedication shall in fact remain with the Developer.

The following operations and uses shall specifically not be permitted on any property subject to this Act of Dedication:

Residential trailer courts;

Labor camps;

Commercial excavation of building or construction materials

Distillation of bones;

Dumping, disposal, incineration or reduction of garbage or refuse in any form;

Fat rendering;

Stock yard or slaughter of animals;

Refining of petroleum or of its products;

Smelting of iron, tin, zinc or other ores;

Cattle or hog raising or any other livestock operations;

- 2.) **BUILDING LOCATION, ELECTRIC SERVICE SITE LIGHTING FENCING & REFUGE COLLECTION AREAS:** No building shall be located on any lot nearer than 50 feet to the front lot line. No building shall be located nearer than 15 feet to an interior lot line, except that a 5-foot side yard shall be required for a permitted detached accessory building located in the rear one-half (½) of any lot. No building or accessory shall be located on any interior lot nearer than 30 feet to the rear lot line or easement. For the purposes of this covenant eaves and steps shall not be considered as part of a building, provided, however that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Carports, utility rooms and open porches shall be considered part of the building for purposes of this covenant.

All building set backs are subject to St. Charles Parish Planning and Zoning Ordinances, therefore the Owner/Contractor is responsible for complying with Parish requirements.

Any building erected on a site shall conform to the following construction practices:

- a) Exterior walls or portions thereof of steel aluminum will be permitted only upon a specific approval in writing by Developer.
- b) Exterior walls shall be painted or suitably treated in a manner acceptable to Developer; exterior color shall be harmonious with the overall aesthetics of the campus and color.

Storage and Loading Areas

- a) No materials, supplies, or equipment, including any company-owned trucks, shall be stored in any area on a site except inside a closed building or behind a visual barrier, screening such areas from the view of adjoining properties and/or a public street, unless specifically approved in writing by Developer.
- b) The loading areas shall not encroach into setback areas unless specifically approved in writing by Developer.
- c) Loading docks shall be set back and screened to minimize their effect from the street. Docks shall not be closer than eighty (80') feet to the street property lines, unless specifically approved in writing by Developer. Docks shall be located facing side streets for corner lots and should be located on the side of buildings on interior lots.

Parking Areas

- a) Adequate off-street parking shall be provided to accommodate all parking needs for employees, visitors, and company vehicles on each site. The intent of this provision is to eliminate all on-street parking. If parking requirements increase as a result of a change in use or number of employees, additional off-street parking shall be provided to satisfy the intent of this section.
- b) Parking shall not be permitted between public streets and property lines, nor shall parking be permitted closer than ten feet to a street property line on all interior streets. Additionally, parking shall not be permitted closer than twenty five feet to a street property line on River Road and Campus Drive E/W.
- c) Required off-street parking will be provided on the lot of the use served in the following proportions:
 1. Office. One (1) space for each 250 square feet of net leasable floor area.
 2. Commercial. One (1) space for each 180 square feet of net leasable floor area.
 3. Light Industrial and Multi-Tenant. Two (2) parking spaces for each three (3) employees, but in no event less than one (1) space for each 1,000 sq. ft.

of gross floor area for the first 25,000 sq. ft.; one (1) space for each 2,000 sq. ft. for the second 25,000 sq. ft.; one (1) space for each 4,000 feet of gross floor area for areas in excess of the initial 50,000 sq. ft. of floor area of the building.

4. Light Manufacturing. Parking shall be determined by the maximum number of employees on the largest shift. One (1) space shall be provided for each employee.
- d) Parking requirements as specified herein may be modified by Developer as to any particular site, either upon application by the owner, lessor or occupant showing reasons therefor, or upon independent determination by Developer.
- e) Parking standards will, in all cases, conform to regulations of St. Charles Parish in addition to the requirements set forth herein.
- f) All parking surfaces shall be paved and marked and shall be concrete or asphalt, and all driveways between street curb and building setback line shall be concrete.

Parking areas are to be screened from adjacent streets by earth berms and/or landscaping.

Telephone and Electrical Service

All on-site telephone and electrical service lines will be placed underground. Transformer or terminal equipment will be located at or near the front building line. All lots fronting West Alpha Drive shall be served from the rear overhead service point via underground conduit to the meter service located on the side of the building within 5' from the front of building face.

Parking lot and building lighting fixture placement and design are subject to approval by the Developer.

Fences and Walls

No fence or wall shall exceed eight feet in height except that a twelve foot fence may be permitted subject to the prior written approval of the Developer; no wall exceeding three feet in height shall be located within the setback area paralleling a street right-of-way.

Walls or fences of sheet or corrugated iron, steel aluminum, or asbestos are specifically prohibited, except that chain link fencing is permitted when combined with redwood battens. Other fence materials may be permitted subject to the prior written approval of the Developer.

Storage and Refuse Collection Areas

All outdoor storage areas and refuse collection areas shall be visually screened so that material stored within these areas shall not be visible from access streets and adjacent property storage or refuse collection areas will not be permitted between a frontage street and a building setback line.

Maintenance and Repair of Paved Areas, Grounds and Building

All Buildings, landscaped areas, paved areas, unimproved areas and approved outside storage areas and fencing shall be maintained in a neat and orderly manner.

In the event that an owner and/or lessor of a lot and/or building fails to maintain and repair said lot and/or building according to the maintenance standards established by the Developer and in the event that said failure shall continue for a period of seven days from the date of receipt of written notice thereof from Developer, the Developer shall cause such required maintenance, repairs and/or improvements to be made at the expense of the owner and/or lessor.

3.) **SITE GRADE, SLAB ELEVATIONS, LANDSCAPING & RELATED MATTERS:**

All lots shall be graded to require run off to the subsurface drainage provided in the street Right-Of-Way, or any swales/ditches located at the rear of these lots. No lot shall be graded so as to drain onto an adjoining lot or property.

Landscaping - In accordance with Parish Requirements:

- a) No excavation shall be made except in connection with construction of an improvement; and, upon completion thereof, exposed opening shall be back filled, and disturbed ground shall be graded and leveled.
- b) Every site on which a building and/or improvement shall have been placed shall be landscaped according to plans approved by Developer and maintained thereafter in a slightly and well-kept condition.
- c) The property owners, lessees or occupants shall landscape and maintain unpaved areas between the curb lines and the setback lines. The first twenty five feet on River Road and Campus Drive E/W shall be used exclusively for landscaping, except for walks and driveways, bisection the required landscape areas; provided, however, that gas and service stations are excepted from this requirement.
- d) The property owners, lessees or occupants shall provide hose bibs in the vicinity of the landscaped areas.
- e) Landscaping as approved by Developer shall be installed within ninety (90) days of occupancy or completion of the building, whichever occurs first.

The Base Flood Elevation (B.F.E.) of the floor of all building shall conform to St. Charles Parish Planning & Zoning requirements.

Plans showing locations and details of all site grades, and floor elevations shall be submitted first for approval to the Architectural Control Committee before any buildings are erected.

The Owner shall furnish a survey to the Architectural Control Committee indicating compliance with the criteria of this article prior to occupancy.

- 4.) **FENCES:** Side and rear fences, when erected between the rear property line and rear building line and rear yard fences, shall be of neat and substantial construction, but a front yard fence may be constructed of ornamental iron or any other material which will enhance the aesthetics of the neighborhood. Front yard fences must not limit visibility across the front of the lot. The Architectural Control Committee may approve fences not in conformity with this covenant.
- 5.) **LOT AREA AND WIDTH:** Minimum lot size for industrial lots shall be 27,878.40 square feet. The minimum lot size for office and commercial uses shall be that which is necessary to accomplish required on-site parking, building and landscaping.
- 6.) **NUISANCES:** No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the business park.
- 7.) **TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, basement, tent, shack, tool shed, barn or other building shall be used on any lot at any time.
- 8.) **SIGNS:** Sign and Graphic Standards

One sign for street frontage shall be permitted for each industry or commercial use and may be of the following type, subject to further approval of the Planning Department of St. Charles Parish:

- a) No wall sign will exceed an area equal to one and one-half square feet of sign for each one foot of linear frontage of the building. However, no sign shall exceed

two hundred square feet in area nor comprise more than ten (10%) percent of the total areas of the elevation upon which the sign is located.

- b) In multi-tenant industrial buildings, wall signs shall be provided by the Developer and will be uniform as to size and character for all tenants.
- c) Ground signs shall not exceed four feet above grade in height , no more than one and one-half square feet in area for each one foot of linear frontage of the building. However, no sign shall exceed two hundred square feet in area.
- d) The following miscellaneous signs are permitted:
 - 1. A sign not to exceed fifty square feet in area advertising the sale or lease of a site will be allowed.
 - 2. A sign not to exceed twenty square feet in area denoting the architects, engineers, contractors and their related subjects will be allowed at the commencement of construction; said sign will be removed at the time the building is ready for occupancy.
 - 3. A sign not to exceed fifty square feet in areas denoting future tenants of a site will be allowed.

Special purpose signs as may be submitted as a part of the development site plans shall be allowed if approved in writing by the Developer.

Only one single or double faced permanent sign will be allowed per street frontage per site or tenant.

Signs will be restricted to advertising only the person, firm, company or corporation, operator, used conducted on the site, or the product sold therein.

The area of a wall sign will be measured by a rectangle around the outside of the lettering and/or the pictorial symbol.

All signs attached to the building will be surface mounted.

Signs visible from the exterior of any building may be lighted, but no signs or any other contrivance will be devised or constructed so as to blink or move in any fashion.

- 9.) **OIL AND MINING OPERATIONS:** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designated for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
- 10.) **GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- 11.) **WATER SUPPLY:** No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the appropriate parish or municipal authorities. Approval of such system as installed shall be obtained from such authority.
- 12.) **SEWAGE DISPOSAL:** No individual sewage-disposal system shall be permitted on any lot unless such system is designated, located and constructed and equipped in accordance with the requirements, standards and recommendations of appropriate parish or municipal authorities. Approval of such system as installed shall be obtained from such authority.
- 13.) **ELECTRIC POWER:** Under no circumstance shall the Entergy electric meter be enclosed or otherwise fenced in that prohibits Entergy from reading the meter.
- 14.) **CONSTRUCTION:** Streets and rights-of-way are dedicated to St. Charles Parish for public and property owners use; therefore, are not to be used for storage of construction

materials or construction/site debris. Such material and debris are to be stored on the property owner's site.

- 15.) **TERM:** These covenants are to run with the land and shall be binding on all parties and all persons, claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by the then owners of 75% of the total land affected by the restrictions has been recorded, agreeing to change said covenants in whole or in part; furthermore, any proposed change in said covenants shall become effective without the concurrence of not less than 75% of the then owners of Lots, after said owners are provided 30 days written notice. These covenants cannot be modified or amended prior to the aforementioned 25 years unless an instrument signed by the then owners of 90% of the total land affected by these restrictions has been recorded, agreeing to modify or amend said covenants in whole or in part; furthermore, any proposed change in said covenants shall become effective without the concurrence of not less than 90% of the then owners, after said owners are provided 30 days written notice.
- 16.) **ENFORCEMENT:** Enforcement shall be by Proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. The subscribers hereto expressly recognize that the restrictions herein created are for the benefit of the land herein described. Each owner of record of each lot in WEST ALPHA DRIVE, shall have standing to bring action to enforce these covenants, it being expressly understood and agreed that each shall have the power and right to enforce or take any other action as described above in this covenant on enforcement.
- 17.) **ARCHITECTURAL CONTROL COMMITTEE:** All plans for residences to be built on the herein described property must be first submitted for review to each member of Architectural Control Committee of WEST ALPHA DRIVE, for approval prior to the beginning of construction. Any alterations, additions, or subsequent construction shall also be submitted for review and approval. The set of plans submitted will be retained by the Architectural Control Committee. The Architectural Control Committee shall be comprised of Paul J. Murray, III, Michael Tabb and Todd Trosclair. Members of said Committee shall not be entitled to any compensation for services performed pursuant to this covenant. Approval or disapproval as required in these covenants shall be in writing. In the event the Architectural Control Committee fails to approve or disapprove within 30 days after plans and specifications have been submitted to each of its members or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and this covenant as to approval of the Architectural Control Committee shall be deemed to have been fully complied with.

Upon approval by the Developer of any plans and specifications submitted pursuant to the provisions of this Article, a copy of such plans and specifications, as approved, shall be deposited among the permanent records of the Developer, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting said plans and specifications. Developer shall not arbitrarily or unreasonably withhold his approval of such plans and specifications.


An architectural review fee shall be paid to Developer at the time that plans and specifications are submitted for approval based upon the following:


- a) The plans must be submitted and prepared by an architect, licensed to practice in the State of Louisiana, the architectural review fee shall be ONE THOUSAND AND NO/100 (\$1,000.00) DOLLARS.
- 18.) **SEVERABILITY:** Invalidation of any one of these covenants by judgment or court order shall not affect any of the other provisions, which still remain in full force and effect. Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Act of Dedication or in any way to define, limit or describe the scope and intent of the particular paragraphs to which they refer.

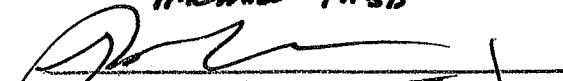
THUS DONE AND PASSED, in duplicate original, in my office in Destrehan, Louisiana, on the day, month, and year hereinabove first written, in the presence of the undersigned competent witnesses who hereunto sign their names with the said appearers and me, Notary, after due reading of the whole.

WITNESS:

310 DEVELOPMENT, LLC


MICHAEL TARB


Todd Trosclair Sr., Managing Member


PAUL MURRAY III


NOTARY



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



ST. CHARLES PARISH

PLANNING AND ZONING

MATTHEW JEWELL
PARISH PRESIDENT

MEMORANDUM

To: Grant Dussom
Chief Financial Officer

From: Chris Welker, AICP *cw*
Planner II

Date: May 27, 2020

**RE: Plantation Business Campus Section 1 & Section 2
Development and administrative fees**

Enclosed please find subdivision development and administrative fees for Plantation Business Campus Section 1 & Section 2 as follows:

- Administrative fees (\$72.30)
- Warranty Inspection (\$1,000)
- Streetlight Deposit (\$2,400)
- Inspection/Testing Fee (\$6,827.50)
- Sewer Connection (\$17,000)

Also enclosed is a copy of the actual cost or fair market values provided to the Department of Public Works for drainage, streets, wastewater, water, and streetlights in the subdivision (GASB 34 data).