



ST. CHARLES PARISH

OFFICE OF THE COUNCIL SECRETARY

P.O. BOX 302 • HAHNVILLE, LOUISIANA 70057
(985) 783-5125 • www.stcharlesparish.gov

COUNCIL OFFICE MEMORANDUM

DATE: MAY 8, 2026

TO: MR. COREY OUBRE
LEGAL SERVICES DIRECTOR

FROM: MICHELLE IMPASTATO
COUNCIL SECRETARY

RE: DONATION OF A THIRTY (30) FOOT DRAINAGE SERVITUDE AND TO
REVOKE AND ABANDON A FIFTEEN (15) FOOT DRAINAGE
SERVITUDE - STEPHEN O. VIAL AND LEON C. VIAL, III

On April 20, 2026, the St. Charles Parish Council adopted Ordinance No. 26-4-7 approving and authorizing the execution of the donation of a thirty (30) foot drainage servitude by Stephen O. Vial and Leon C. Vial, III to St. Charles Parish and to revoke and abandon a fifteen (15) foot drainage servitude granted by Stephen O. Vial and Leon C. Vial, III to St. Charles Parish on April 22, 2013.

A recorded copy of the ordinance along with a copy of the Donation of Servitude and (2) original Act of Revocations are enclosed for your records.

MI/mr

Enclosures

cc: ¹Parish Council
Ms. Samantha de Castro via Electronic Notification
Mr. Grant Dussom via Electronic Notification
Mr. Miles Bingham via Electronic Notification
Mr. Brandon Bernard via Electronic Notification

¹ Council Dept. retained 1 original for file; 1 original Revocation/1 certified Donation filed in COC (2)

2026-0128 *ORD*

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 26-4-7

An ordinance approving and authorizing the execution of the donation of a thirty (30) foot drainage servitude by Stephen O. Vial and Leon C. Vial, III to St. Charles Parish and to revoke and abandon a fifteen (15) foot drainage servitude granted by Stephen O. Vial and Leon C. Vial, III to St. Charles Parish on April 22, 2013.

WHEREAS, Stephen O. Vial and Leon C. Vial, III are the owners of a portion of Lots 14 and 15 located in Fashion Plantation Subdivision in Section 8, Township 13 South, Range 20 East; and,

WHEREAS, an improved drainage ditch is required to flow rainwater runoff that collects in Old Fashion Subdivision, passes through culverts under the UP Railroad, and then collects south of the UP Railroad; which in large events causes rainwater to back up into Old Fashion Subdivision resulting in flooding; and,

WHEREAS, St. Charles Parish currently has a drainage canal on the west side of South Fashion Plantation Subdivision that starts at the park located at the south end of General Lee Drive, which flows southwest to the Vial Canal; and,

WHEREAS, St. Charles Parish desires to connect the culverts that travel under the UP Railroad from Old Fashion Subdivision to the drainage canal located on the western side of South Fashion Plantation Subdivision via a new drainage ditch that is to be located along the eastern side of the properties, which is adjacent to South Fashion Plantation Subdivision; and,

WHEREAS, Stephen O. Vial and Leon C. Vial, III are amenable to donating a thirty (30) foot drainage servitude, located on Lot 14, to allow St. Charles Parish to make the connection between the UP Railroad southern ditch and the drainage canal on the west side of South Fashion Plantation Subdivision; and,

WHEREAS, the existing fifteen (15) foot drainage servitude in the center of the property does not connect to the Vial Ditch, but merely dead ends into the pasture; and,

WHEREAS, upon acceptance of the above referenced thirty (30) foot drainage servitude, St. Charles Parish wishes to revoke and abandon said 2013 fifteen (15) foot drainage servitude pursuant to Chapter 2, Article I, Section 2-4 of the Code of Ordinances, as said property is no longer needed for public purposes; and,

WHEREAS, the thirty (30) foot drainage servitude to be donated and the fifteen (15) foot drainage servitude to be revoked and abandoned are more described on the Drainage Servitude Plat prepared by Matthew J. Ledet, PLS signed on October 23, 2025.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. The St. Charles Parish Council hereby approves the donation of a thirty (30) foot drainage servitude by Stephen O. Vial and Leon C. Vial, III to St. Charles Parish.

SECTION II. The St. Charles Parish Council hereby approves to revoke and abandon all of St. Charles Parish's rights in and to the 2013 fifteen (15) foot drainage servitude as shown in the attached revocation.

SECTION III. That the Parish President is hereby authorized to execute any and all documents deemed necessary to carry out the intent of this ordinance.

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

YEAS: MOBLEY, FONSECA, WILSON, PILIE, COMARDELLE, O'DANIELS,
FISHER, DEBRULER
NAYS: NONE
ABSENT: SKIBA

And the ordinance was declared adopted this 20th day of April, 2026, to become effective (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: April 20, 2024
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: [Signature]
RETD/SECRETARY: April 20, 2024
AT: 7:35pm RECD BY: [Signature]

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON 5-6-2026
AS INSTRUMENT NO. 495900 *Revocati*

IN MORTGAGE/CONVEYANCE/OATH BOOK
RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON 5-6-2026
AS INSTRUMENT NO. 495899 *Donati*

IN MORTGAGE/CONVEYANCE/OATH BOOK

DONATION OF SERVITUDE

UNITED STATES OF AMERICA

**BY: STEPHEN O. VIAL AND
LEON C. VIAL, III**

STATE OF LOUISIANA

TO: ST. CHARLES PARISH

PARISH OF ST. CHARLES

BE IT KNOWN, that on this 28th day of April, in the year 2026.

PERSONALLY, CAME AND APPEARED:

STEPHEN O. VIAL, a person of the full age of majority and for the purpose of this donation declares his mailing address to be P.O. Box 1072, Grand Isle, LA 70358

and

LEON C. VIAL, III, a person of the full age of majority and for the purpose of this donation declares his mailing address to be P.O. Box 321, Hahnville, LA 70057; further that Leon C. Vial, III is represented herein by Mary Janet Vial, Agent and Attorney in Fact, as per Power of Attorney attached hereto and made part hereof

hereinafter referred to as **Donors**;

who declared that **DONORS** do hereby donate a **30' Drainage Servitude** to

ST. CHARLES PARISH, a political subdivision of the State of Louisiana, whose address is P. O. Box 302, Hahnville, Louisiana, 70057, represented by its Parish President, Matthew Jewell;

hereinafter referred to as **Donee**;

for the purpose of constructing, operating, maintaining, repairing and/or replacing drainage improvements on the following described property situated in St. Charles Parish, to-wit:

**30' DRAINAGE SERVITUDE
LOCATED IN SECTION 8, T13S, R20E
HAHNVILLE, LOUISIANA**

The servitude is a 1.841 acre portion of property on Lot 14, Fashion Plantation, located in St. Charles Parish, Louisiana in Section 8, Township 13 South, Range 20 East, Southeastern West of the Mississippi Land District. All in accordance with the Drainage Servitude Plat prepared by Crescent Engineering and Mapping, LLC by Matthew Ledet, P.L.S. signed October 23, 2025, and said map being attached hereto and made a part hereof, which property is more particularly described as follows:

Commencing from a 3/4" iron rod with a 3" aluminum cap, called CP 2 on the plat, and having coordinates of N=529601.1460 and E=3573324.6040, proceed S44°51'30"E

a distance of 485.14 feet to a point having coordinates of N=529257.25 and E=3573666.80, said point being the point of beginning, P.O.B. 1; thence proceed S57°41'02"E a distance of 33.40 feet to a 1/2" iron rod; thence proceed S58°23'16"W a distance of 2679.79 feet to a point; thence proceed N31°36'44"W a distance of 30.00 feet to a point; thence proceed N58°23'16"E a distance of 2665.11 feet to the point of beginning.

All of which comprises the Proposed 30' Drainage Servitude as shown on Sheet 1 of the Drainage Servitude Plat and contains an area of 80,173.4 square feet or 1.841 acres.

DONORS retain their rights to fully use and enjoy the Servitude, except as to the rights granted herein. **DONEE** agrees to indemnify and hold **DONORS** harmless from any and all claims for damages which **DONORS** may suffer, caused either wholly or in part, by reason of the negligence of the Parish, its agents or employees, in the installation, operation or maintenance of this Servitude or drainage improvements thereon.

DONEE agrees that the dirt removed while installing the Servitude shall remain on the land of the **DONORS**.

To have and to hold said Servitude unto the said **DONEE**, its successors and assigns until said Servitude be exercised and so long thereafter as the same shall be useful for the above-named purposes.

[Remainder of page left intentionally blank]

IN TESTIMONY WHEREOF, in the Parish of St. Charles, State of Louisiana, the party hereto has signed, executed, and acknowledged this instrument as his free voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses and notary, on the 20th day of MARCH, 2026, after a due reading of the whole.

WITNESSES:

Ashley Bagot

Ashley Bagot
Print Name

Madeline Fisher
Print Name Madeline Fisher

DONORS:

Stephen O. Vial
STEPHEN O. VIAL

MARY JANET VIAL, as agent and Attorney in fact for LEON C. VIAL, III

Corey M. Aubrey
NOTARY PUBLIC
Print Name Corey M. Aubrey
My Commission Expires: For Life
My Notary Identification or Bar Roll No.: 28709

IN TESTIMONY WHEREOF, in the Parish of St. Charles, State of Louisiana, the party hereto has signed, executed, and acknowledged this instrument as his free voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses and notary, on the 3RD day of April, 2026, after a due reading of the whole.

WITNESSES:

DONORS:

Mary Ann Lemmon

Mary Ann Lemmon
Print Name

[Signature]
Print Name Lisa Mayerhater

STEPHEN O. VIAL

[Signature]
MARY JANET VIAL, as agent and Attorney in fact for LEON C. VIAL, III

[Signature]

NOTARY PUBLIC

Print Name _____

My Commission Expires: _____


My Notary Identification or Bar Roll No.: _____

J. Roslyn Lemmon
LA Bar No. 19951
Commission Expires at Death.


IN TESTIMONY WHEREOF, in the Parish of St. Charles, State of Louisiana, the party hereto has signed, executed, and acknowledged this instrument as his free voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses and notary, on the 26th day of April, 2026, after a due reading of the whole.

WITNESSES:

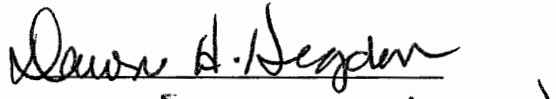
DONEE:



MIKE PALAMONE
Print Name



ST. CHARLES PARISH
BY: MATTHEW JEWELL
PARISH PRESIDENT



Print Name DAWN H. HIBDON



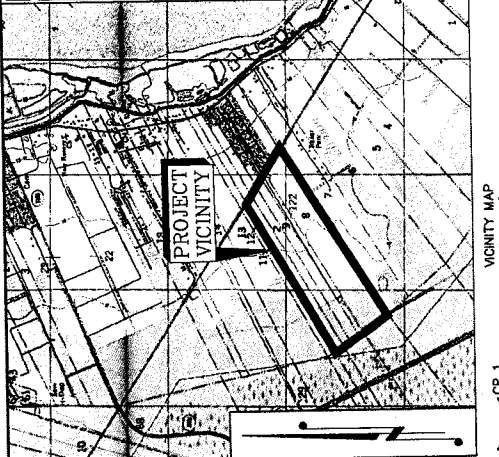
NOTARY PUBLIC

Print Name _____
My Commission Expires: COREY M. OUBRE
My Notary Identification or Bar Roll No. NOTARY PUBLIC
LSBA NO. 28709
LA NOTARY NO. 77473
St. Charles Parish, Louisiana
My Commission is issued for Life

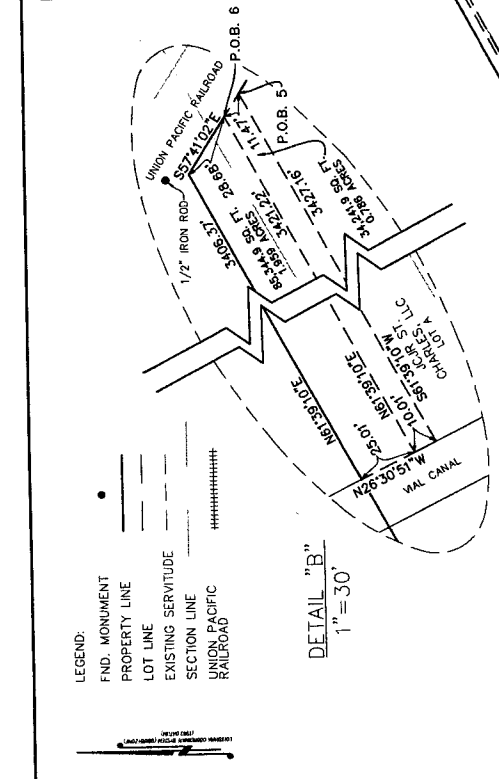
PROPOSED DRAINAGE SERVITUDES
ON THE WAL, FLENKEN, AND
JCJR ST. CHARLES, LLC PROPERTIES
LOCATED IN TRS-R2OE
SECTIONS 28.912 & 122
ST. CHARLES PARISH, LA

NO.	DATE	DESCRIPTION
1	02/17/2025	UPDATE DIMENSIONS OF LOT 48
2	02/19/2025	AND UPDATE COORDINATE ON P.O.B. 3
3	10/23/2025	REVERSE WAL AND FLENKEN SERVITUDES

THIS IS TO CERTIFY THAT THE SURVEY WAS DONE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED SURVEYOR IN THE STATE OF LOUISIANA. I AM NOT PROVIDING ANY WARRANTY OR GUARANTEE FOR THE ACCURACY OF THE SURVEY. THE SURVEYOR'S RESPONSIBILITY IS TO OBTAIN ALL NECESSARY RECORDS AND TO CONDUCT THE SURVEY IN ACCORDANCE WITH THE PROFESSIONAL STANDARDS OF THE SURVEYING INDUSTRY. THE SURVEYOR'S RESPONSIBILITY IS NOT TO BE LIMITED BY THE PRESENCE OF ANY INSTRUMENTS OR RECORDS. THE SURVEYOR'S RESPONSIBILITY IS TO OBTAIN ALL NECESSARY RECORDS AND TO CONDUCT THE SURVEY IN ACCORDANCE WITH THE PROFESSIONAL STANDARDS OF THE SURVEYING INDUSTRY. THE SURVEYOR'S RESPONSIBILITY IS NOT TO BE LIMITED BY THE PRESENCE OF ANY INSTRUMENTS OR RECORDS.



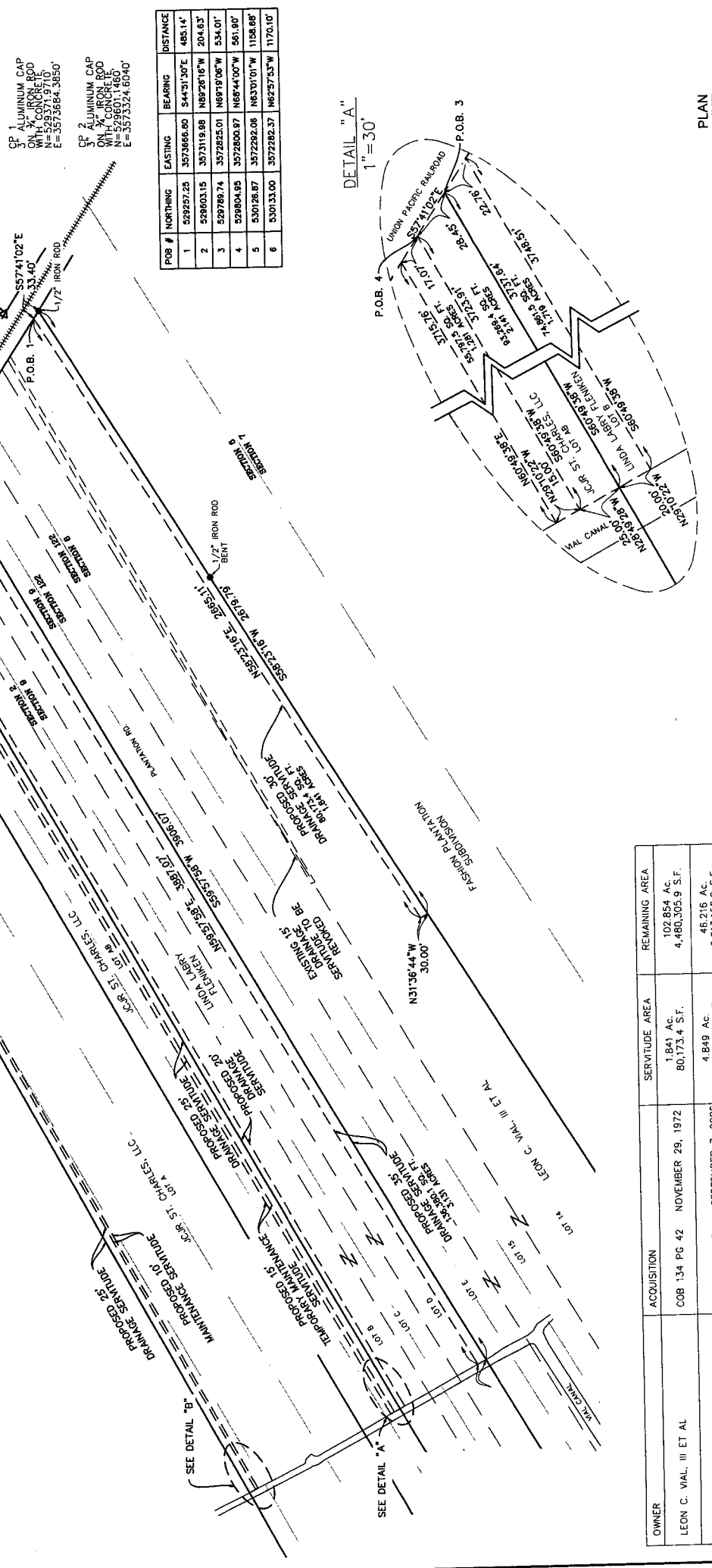
- NOTES:
1. ALL PIPES AND MONUMENTS SHOWN HEREON WERE FOUND.
 2. ALL COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON LOUISIANA STATE PLANE COORDINATE SYSTEM, NAD 83, EPOCH 2011.
 3. THE SURVEY DOES NOT PURPORT TO SHOW THE LOCATION OF ANY EXISTING SERVITUDES, EASEMENTS, RIGHTS-OF-WAY, RESTRICTIVE COVENANTS, AND/OR REGULATIONS OF GOVERNING AUTHORITIES WHICH MAY AFFECT SAID PROPERTY EXCEPT AS OTHERWISE SHOWN HEREON.
 4. THE REMAINING AREAS ARE SCALED VALUES AND INCLUDE THE AREA FROM SOUTH/WEST OF THE RAILROAD TO THE EAST RIGHT OF WAY OF 3127.



LEGEND:

- FND. MONUMENT
- PROPERTY LINE
- - - LOT LINE
- EXISTING SERVITUDE
- - - SECTION LINE
- ==== UNION PACIFIC RAILROAD

POB #	NORTHING	EASTING	BEARING	DISTANCE
1	528257.25	357386.86	S44°51'30"E	485.14'
2	528603.15	357319.99	N88°28'16"W	204.83'
3	528788.74	357252.01	N69°19'06"W	534.01'
4	528904.95	357260.87	N68°44'00"W	561.80'
5	530128.87	3572292.06	N63°01'01"W	1158.88'
6	530133.00	3572282.37	N62°57'53"W	1170.10'



OWNER	ACQUISITION	SERVITUDE AREA	REMAINING AREA
LEON C. WAL, III ET AL	COB 134 PG 42 NOVEMBER 29, 1972	1.841 Ac. 80,173.4 S.F.	102,854 Ac. 4,480,305.9 S.F.
LINDA LABRY FLENKEN	COB 677 PG 711 SEPTEMBER 7, 2006	4.849 Ac. 211,241.63 S.F.	46,216 Ac. 2,013,156.9 S.F.
JCJR ST. CHARLES, LLC	INST. NO. 486404 JANUARY 17, 2025 INST. NO. 483233 JULY 31, 2024 INST. NO. 481967 MAY 31, 2024	6.167 Ac. 268,653.7 S.F.	81,888 Ac. 3,567,026.7 S.F.



PLAN

GENERAL MANDATE
(DURABLE POWER OF ATTORNEY)

BY: LEON C. VIAL, III

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

TO: MARY JANET VIAL

BE IT KNOWN that on this 9th day of September 2025:

BEFORE ME, J. Roslyn Lemmon, a Notary Public duly commissioned and qualified in and for the aforesaid parish and state, and in the presence of the undersigned witnesses, personally came and appeared:

Leon C. Vial, III, a person of full age of majority and a resident of St. Charles Parish, Louisiana, and whose mailing address is P. O. Box 321, Hahnville, LA 70057; hereinafter referred to as "PRINCIPAL";

Who declared that PRINCIPAL hereby designates:

Mary Janet Vial, a person of the full age of majority and a resident of St. Charles Parish, Louisiana and whose mailing address is P O Box 431, Hahnville LA; hereinafter Referred to a "Mandatarary";

To be PRINCIPAL'S mandatarary and attorney-in-fact, granting to the MANDATARY full authority to act for PRINCIPAL in the conduct of all of PRINCIPAL'S affairs, the mandate granted herein to include, but not be limited to, full authority to:

- (1) Open and answer all correspondence;
- (2) Deposit in and withdraw from any banks or financial institutions any and all funds, notes, certificates and financial instruments for account of PRINCIPAL;
- (3) Make and endorse promissory notes and other evidence of indebtedness in PRINCIPAL'S name, and draw, endorse and accept checks and bill of exchange;
- (4) Borrow money on the notes or other obligations of PRINCIPAL, such to be executed on PRINCIPAL'S behalf by MANDATARY;
- (5) Contract a loan, acknowledge or make remission of a debt or become a surety;
- (6) Buy, accept, or receive by donation, any type of property or rights of PRINCIPAL;

(7) Sell, quitclaim, donate, partition, exchange, compromise, mortgage, assign, lease and/or pledge any or all property, interests or rights of any kind owned or to be acquired by PRINCIPAL, including rights in corporeal and incorporeal property, movables and immovables (specifically including all real estate interests owned by PRINCIPAL, wherever (located), and to receive and receipt for any sums or rights received hereby;

(8) Execute, in connection with the sale, quitclaim, donation, partition, exchange, compromise, mortgage, assignment, lease and/or pledge of property on behalf of PRINCIPAL, any documents or agreements necessary to accomplish the foregoing, containing such terms as MANDATARY in MANDATARY'S sole discretion deem advisable, including security clauses and confession of judgment;

(9) Make an inter vivos donation, either outright or to a new or existing trust or other custodial arrangement, and to impose such conditions on the donation, including, without limitation, the power to revoke, that are not contrary to the other express terms of the mandate;

(10) Grant oil, gas and mineral leases on any property in which PRINCIPAL has an interest and execute all agreements in which PRINCIPAL may be interested by virtue of such ownership, including division orders, pooling agreements, unitization agreements, servitude agreements and compromises;

(11) Act for PRINCIPAL at any creditors; meetings held under the provisions of Title 11 of the United States Code;

(12) Attend any stockholders' meeting in which PRINCIPAL is interested and vote any stock of PRINCIPAL, or grant proxies for such in favor of others;

(13) Sue in PRINCIPAL'S name and on PRINCIPAL'S behalf as well as be sued on behalf of PRINCIPAL, including the right to appear before all courts of law on PRINCIPAL'S behalf for all purposes, and further to compromise or refer to arbitration any claims (whether asserted judicially or not) for or against PRINCIPAL, and to make transactions in matters of litigation;

(14) Extend or waive prescription on any obligations due to PRINCIPAL;

(15) Represent PRINCIPAL judicially or otherwise, whether as heir, legatee, creditor, executor, administrator or otherwise, in all successions or estates in which PRINCIPAL may be or become interested, including any acceptance or renunciation thereof; to apply for the administration thereof and demand, obtain and execute all orders and decrees as MANDATARY may deem proper therein; to settle, compromise and liquidate PRINCIPAL'S interest therein; and to receive and receipt for all property to which PRINCIPAL may be entitled in such successions or estates;

(16) Sign and file any and all Federal, State and local tax returns on PRINCIPAL'S behalf and represent PRINCIPAL in any connection therewith;

(17) Employ, on PRINCIPAL'S behalf, any legal, financial, accounting, geological or other assistance to reasonably protect PRINCIPAL'S interests and rights;

(18) Make health care decisions on PRINCIPAL'S behalf, including but not limited to the right to arrange for and consent to medical and surgical procedures as authorized under La. R.S. 40:1299.53, as it may be amended, or any other applicable Louisiana law; as well as decisions concerning mental health, therapeutic treatment, and the administration of drugs and other medications; and to make decisions including but not limited to medical expenses, nursing home residency, and insurance claims. PRINCIPAL expressly confirms MANDATARY'S authority to make a declaration pursuant to R.S. 40:1299.58.5A(2)(a) authorizing the withholding or withdrawal of life-sustaining procedures in accordance with the requirements of R.S. 40:1299.58.1 et seq., or as they may be amended. I grant to MANDATARY the power to request or concur with the writing of a "no code" (Do Not Resuscitate) order by my attending or treating physician.

(19) PRINCIPAL expressly authorizes any physician treating PRINCIPAL to release to MANDATARY any and all protected health records or information which would be necessary for the MANDATARY to make an informed decision relative to PRINCIPAL'S treatment and/or withdrawal of treatment and life support equipment. If the protected health information described herein is disclosed to and/or received by persons or organizations that

are not health plans, covered health care providers or health care clearinghouses who are not subject to federal health information privacy laws, they may further disclose the protected health information, and it may no longer be protected by federal health information privacy laws. PRINCIPAL has read the above and authorizes the disclosure of the protected health information as stated herein.

(20) Appoint and remove a substitute mandatary, which appointment shall be by authentic act.

(21) Access the catalogue of electronic communications sent or received by PRINCIPAL, and access any other digital asset in which PRINCIPAL has a right or interest.

It is the express intent of PRINCIPAL that neither the contract nor the authority of the MANDATARY is terminated by the PRINCIPAL'S incapacity, disability, or other condition that makes an express revocation of the mandate impossible or impractical. It is the intent of PRINCIPAL to, as much as legally possible, avoid the necessity of having a court appoint a curator for PRINCIPAL in case of PRINCIPAL'S incapacity and, instead, to have a MANDATARY preform the functions that a curator might otherwise be required to assume, but without the necessity of applying to the court or filing annual curator accounts. However, if it becomes necessary to have a curator appointed, PRINCIPAL hereby nominates MANDATARY to be curator of PRINCIPAL, in case PRINCIPAL interdicted by a court having jurisdiction. This nomination shall in no way require the nominated person to file an interdiction proceeding.

It is the intent of PRINCIPAL in executing this mandate that the MANDATARY shall be empowered to act for PRINCIPAL in any and all matters, without reservation of any kind and to the fullest extent allowed by law, as completely as if such acts were the PRINCIPAL'S acts; and that the MANDATARY shall have full power of substitution herein and power of revocation of substitution. PRINCIPAL hereby agrees to ratify and confirm all and

General Mandate
(Durable Power of Attorney)
By: Leon C. Vial, III
To: Mary Janet Vial
Page 5

whatsoever MANDATARY shall lawfully do or cause to be done by virtue of this Mandate.


Should Mary Janet Vial be unable or unwilling to serve as mandatary, PRINCIPAL designates John Lowe Vial as substitute mandatary, with all powers conferred herein.

THERE FURTHER APPEARED Mary Janet Vial, who accepts this appointment.

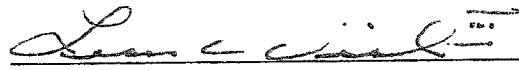
PRINCIPAL confirms that a certified or true copy of this General Mandate has the same effect as the original

THUS SIGNED on the 9th day of September, 2025 in Metairie, Louisiana, in the presence of the undersigned Notary Public, qualified in the aforementioned State and Parish, and the undersigned competent witnesses, who have signed with the parties after due reading of the whole.

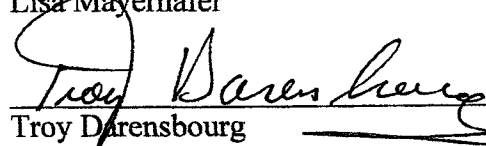
WITNESSES:



Lisa Mayerhafer




Leon C. Vial, III



Troy Darenbourg



Mary Janet Vial



J. Roslyn Lemmon – Notary Public

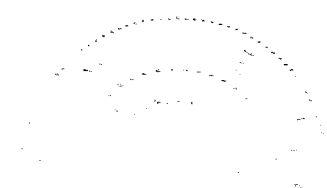
J. Roslyn Lemmon, Bar # 19951
My Commission is for Life

A TRUE COPY



J. Roslyn Lemmon
LA Bar No. 19951

Notary Public for the State of Louisiana



ACT OF REVOCATION

UNITED STATES OF AMERICA

BY: ST. CHARLES PARISH

STATE OF LOUISIANA

OF: DRAINAGE SERVITUDE

PARISH OF ST. CHARLES

IN FAVOR OF: STEPHEN O. VIAL

and LEON C. VIAL, III

BE IT KNOWN, that on this 28th day of April, 2026.

BEFORE the undersigned Notary Public, duly commissioned and qualified in and for the Parish of St. Charles and State of Louisiana, therein residing, and in the presence of two competent witnesses hereinafter names and undersigned;

PERSONALLY CAME AND APPEARED:

ST. CHARLES PARISH, a political subdivision of the State of Louisiana, herein represented by its Parish President, Matthew Jewell, whose mailing address is P.O. Box 302, Hahnville, LA 70057; authorized pursuant to Ordinance No. 210-4-7 adopted by the St. Charles Parish Council on the 20th day of April, 2026, a certified copy of which is attached hereto and made a part hereof;

That pursuant to the above related Ordinance, St. Charles Parish, through its governing authority, the St. Charles Parish Council, does hereby abandon and revoke the 15' Drainage Servitude granted in favor of St. Charles Parish on April 22, 2013, recorded in COB 785, folio 181 of the official records in the Clerk of Court for St. Charles Parish, by Stephen O. Vial and Leon C. Vial, III as set out in the following described property:

15' Drainage Servitude

Fashion Plantation

That piece or portion of ground being a 15' Drainage Servitude being a portion of Lot 14 and Lot 15 of Fashion Plantation. Situated in Section 8, T-13-S, R-20-E, Hahnville, St. Charles Parish, Louisiana. All in accordance with a survey plat by Stephen P. Flynn, P.L.S., dated February 19, 2013 and being more fully described as follows:

Commencing at a point said point being the southwest intersection of the Union Pacific Railroad right of way and South Fashion Boulevard, said point being the northeast corner of Lot 287 of Fashion Plantation Estates Phase II

Thence proceed in a northwesterly direction along the south right of way of the Union Pacific Railroad a bearing of N57°40'52"W a distance of 439.74' to a point and corner, a #4 iron rod set;

The Point of Beginning

Thence proceed in a southwesterly direction along the south line of a 15' Drainage Servitude a bearing of S61°06'28"W a distance of 2268.96' to a point and corner, a #4 iron rod set;

Thence proceed in a northwesterly direction along the west line of a 15' Drainage Servitude a bearing of N28°53'32"W a distance of 15.00' to a point and corner, a #4 iron rod set;

Thence proceed in a northeasterly direction along the north line of a 15' Drainage Servitude a bearing of N61°06'28"E a distance of 2260.72' to the Union Pacific Railroad to a point and corner, a #4 iron rod set;

Thence proceed in a southeasterly direction along the south right of way of the Union Pacific Railroad being the east line a 15' Drainage Servitude a bearing of S57°40'45"E a distance of 17.12' to a point and corner, a #4 iron rod set;

The Point of Beginning

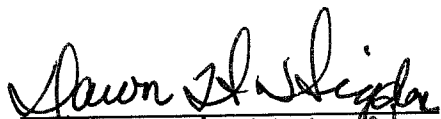
NOW THEREFORE, ST. CHARLES PARISH, has duly determined in the above related Ordinance that the 15' drainage servitude no longer serves a public purpose and that it is in the best interest of St. Charles Parish to revoke and abandon all of its rights in and to the 15' drainage servitude as described above owned by Stephen O. Vial and Leon C. Vial, III.

Further, that pursuant to LA R.S. 48-701 et seq, and the St. Charles Parish Code of Ordinances Chapter 2, Section 2-4(c) the revocation of the dedicated property is made unto the present owners of the land contiguous thereto.

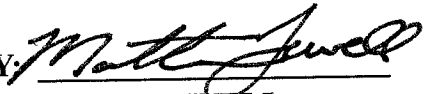
THUS DONE AND SIGNED this 28th day of April, 2026 in the Parish of St. Charles, State of Louisiana in the presence of the undersigned named competent witnesses and me, Notary, after a reading of the whole.

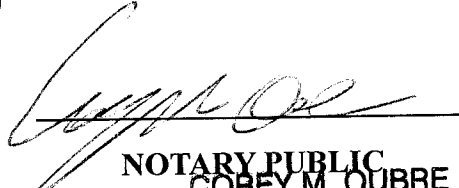
WITNESSES:


MIKE PALAMONE


DAWN H. HIGDEN

ST. CHARLES PARISH

BY: 
MATTHEW JEWELL
PARISH PRESIDENT


NOTARY PUBLIC
COREY M. OUBRE
NOTARY PUBLIC
LSBA NO. 28709
LA NOTARY NO. 77473
St. Charles Parish, Louisiana
My Commission is issued for Life