

2020-0120

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

ORDINANCE NO. 20-5-9

An ordinance to approve and authorize the Parish President to acquire a 10 foot perpetual servitude and a 15 foot temporary construction servitude for use in the construction of the St. Rose Sewer Network Upgrade over property identified as Lots 5 and 6, located across of the John Lambert Tract of Almedia Plantation, Sections 41 and 43, Township 12 South, Range 9 East, which properties are more particularly described in the attached "Servitude Agreement" document.

WHEREAS, St. Charles Parish is undertaking an upgrade to the St. Rose Sewer Network; and,

WHEREAS, the St. Rose Sewer Network has a history of problems related to deficiencies in the network; and,

WHEREAS, the proposed sewer network upgrade requires the acquisition of temporary construction servitude(s) and perpetual sewer servitude(s) over Lots 5 and 6, located across the John Lambert Tract of Almedia Plantation, Sections 41 and 43, Township 12 South, Range 9 East, which properties are more particularly described in the attached "Servitude Agreement" document; and,

WHEREAS, the sewer project and the acquisition of the hereinafter described servitudes is in furtherance of the public's best interest and purpose and is in satisfaction of a public need.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Parish President is hereby authorized to purchase at a price not to exceed its appraised value of \$1,876.80 the properties more particularly described in the "Servitude Agreement" document attached hereto and made a part hereof, from Patsy Taggart Burke.

SECTION II. That the Parish President is hereby authorized to execute any and all documents necessary to complete said purchase.

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

YEAS: BENEDETTO, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 18th day of May, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____
SECRETARY: Michelle Spantato
DLVD/PARISH PRESIDENT: May 19, 2020
APPROVED: DISAPPROVED: _____
PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: May 21, 2020
AT: 8:40 am RECD BY: [Signature]

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON August 13, 2020
AS ENTRY NO. 451240
IN MORTGAGE/CONVEYANCE BOOK
NO. 894 FOLIO 808

SERVITUDE AGREEMENT

**STATE OF LOUISIANA
PARISH OF ST. CHARLES**

BEFORE ME, the undersigned notaries public, and in the presence of the undersigned competent witnesses, personally came and appeared:

PATSY TAGGART BURKE (XX-XXX-1571), nee Taggart (100% interest, separate property), being a person of the full age of majority and resident of St. Charles Parish, State of Louisiana, who declared she has been married once and then to Aubrey G. Burke, who is deceased and she has not since remarried, and whose mailing address is 11052 River Road, St. Rose, Louisiana 70087, herein represented by her duly appointed agent and attorney-in-fact, **Scott H. Burke**, pursuant to a Power of Attorney, dated September 25, 1987, annexed hereto and made a part hereof, said agent further declares that to the best of the Appearer's knowledge, information and belief, the said power of attorney annexed hereto has never been revoked, the Appearer's principal is alive, has not been interdicted and has not filed for bankruptcy,

Hereinafter designated as "GRANTOR", and;

ST. CHARLES PARISH, a political subdivision of the State of Louisiana, herein represented by **Matthew Jewell**, its Parish President, appearing herein pursuant to Ordinance No. 20-5-9, adopted by dated the St. Charles Parish Council on the 18th day of May, 2020, a certified copy of which is attached hereto and made a part hereof, whose mailing address is P.O. Box 302, Hahnville, LA 70057 (hereinafter designated as "GRANTEE").

For the consideration of the benefits, uses and advantages accruing to GRANTOR by reason of the "Project", known as St. Rose Sewer Network Upgrade, St. Charles Parish, Louisiana, and for and upon such other terms and conditions or considerations hereinafter expressed does hereby grant, transfer, assign, set over and deliver unto the GRANTEE a perpetual and assignable servitude and right-of-way in, on over and across the land to locate, construct, maintain, repair, operate, patrol and replace a sewer line, including all appurtenances thereto; reserving, however, to the owners, their heirs and assigns, all such rights and privileges in the land as may be used without interfering with or abridging the rights, servitudes and easements hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines, said perpetual sewer servitudes across the lands described below:

**LEGAL DESCRIPTION
PERPETUAL SEWER SERVITUDE ACROSS LOT 5**

That piece or portion of ground being a 10' Sewer Servitude across Lot 5 of the John Lambert Tract of Almedia Plantation situated in Sections 41 & 43, T-12-S, R-9-E, St. Rose, St. Charles Parish, Louisiana per a survey plat entitled "Survey Plat of a 10' Sewer Servitude & a 15' Construction Servitude across Lot 5 of the John Lambert Tract of Almedia Plantation with reference to St. Charles Parish Department of Waste Water Project Number S150301, St. Rose Sewer Network Upgrade" by Stephen P. Flynn, P.L.S. dated February 1, 2018 that is attached hereto and made a part hereof, and being more fully described as follows:

Commence at a point being the south right of way of Illinois Central Railroad at Station 101+00.00 having coordinates Northing 533550.75 ft. and Easting 3603456.61 ft. as based on the Louisiana Coordinate System of 1983 South Zone, North American Datum of 1983 as are all the coordinates, bearing and distances in this description;

Thence proceed in a northeasterly direction along the south right of way of Illinois Central Railroad a bearing of N48°57'51"E a distance of 763.71' to a point at Station 107+63.71, having coordinates of Northing 534052.14 ft. and Easting 3604032.68 ft.

The Point of Beginning

Thence proceed in a northeasterly direction along the north line of a 10' Sewer Servitude being the south right of way of the Illinois Central Railroad a bearing of N48°57'51"E a distance of 148.08' to a point;

Thence proceed in a southeasterly direction along the east line of a 10' Sewer Servitude being east line of Lot 5 of the John Lambert Tract of Almedia Plantation and the west line of Lot 6 of the John Lambert Tract of Almedia Plantation a bearing of S20°50'51"E a distance of 10.65' to a point;

Thence proceed in a southwesterly direction along the south line of a 10' Sewer Servitude being the north line of a 15' Construction Servitude a bearing of S48°57'51"W a distance of 148.03' to a point;

Thence proceed in a northwesterly direction along the west line of a 10' Sewer Servitude being the west line of Lot 5 of the John Lambert Tract of Almedia Plantation and the east line of Lot 4 of the John Lambert Tract of Almedia Plantation a bearing of N21°06'38"W a distance of 10.64' to a point;

The Point of Beginning

**LEGAL DESCRIPTION
PERPETUAL SEWER SERVITUDE ACROSS LOT 6**

That piece or portion of ground being a 10' Sewer Servitude across Lot 6 of the John Lambert Tract of Almedia Plantation situated in Section 41, T-12-S, R-9-E, St. Rose, St. Charles Parish, Louisiana per a survey plat entitled "Survey Plat of a 10' Sewer Servitude & a 15' Construction Servitude across Lot 6 of the John Lambert Tract of Almedia Plantation with reference to St. Charles Parish Department of Waste Water Project Number S150301, St. Rose Sewer Network Upgrade" by Stephen P. Flynn, P.L.S. dated February 1, 2018 that is attached hereto and made a part hereof, and being more fully described as follows:

Commence at a point being the south right of way of Illinois Central Railroad at Station 101+00.00 having coordinates Northing 533550.75 ft. and Easting 3603456.61 ft. as based on the Louisiana Coordinate System of 1983 South Zone, North American Datum of 1983 as are all the coordinates, bearing and distances in this description;

Thence proceed in a northeasterly direction along the south right of way of Illinois Central Railroad a bearing of N48°57'51"E a distance of 911.79' to a point at Station 109+11.79, having coordinates of Northing 534149.36 ft. and Easting 3604144.37 ft.

The Point of Beginning

Thence proceed in a northeasterly direction along the north line of a 10' Sewer Servitude being the south right of way of the Illinois Central Railroad a bearing of N48°57'51"E a distance of 147.90' to a point;

Thence proceed in a southeasterly direction along the east line of a 10' Sewer Servitude being east line of Lot 6 of the John Lambert Tract of Almedia Plantation and the west line of Lot 7 of the John Lambert Tract of Almedia Plantation a bearing of S20°35'04"E a distance of 10.67' to a point;

Thence proceed in a southwesterly direction along the south line of a 10' Sewer Servitude being the north line of a 15' Construction Servitude a bearing of S48°57'51"W a distance of 147.85' to a point;

Thence proceed in a northwesterly direction along the west line of a 10' Sewer Servitude being the west line of Lot 6 of the John Lambert Tract of Almedia Plantation and the east line of Lot 5 of the John Lambert Tract of Almedia Plantation a bearing of N20°50'51"W a distance of 10.65' to a point;

The Point of Beginning

Being the same property acquired by Aubrey G. Burke from Daniel J. Estopinal, Amy Estopinal, wife of Johanses Jilleba, John C. O'Connor, Jr., Kathleen Marie O'Connor, wife of John E. Funk, and Adelaide Beatrice O'Connor, wife of Stephen H. Ehret, through Sale of Real Estate, dated May 29, 1963 and recorded at COB 36, Folio 151, Instrument #24018. Being the same property further acquired by Aubrey G. Burke from Mrs. Sidonia Lambert Tschirin, Mrs. Corinne Lambert Hotard and Mrs. Cora Lambert Barnett through Sale of Property, dated May 29, 1968 and recorded at COB 76, Folio 631, Instrument # 32492. Being the same property further acquired by Patsy R. Taggart, widow of Aubrey G. Burke, from the Succession of Aubrey G. Burke through Judgment of Possession, dated November 24, 2008 and recorded at COB 722, Folio 410, Instrument # 347716 in the official records of St. Charles Parish.

TO HAVE AND TO HOLD said rights, servitude, and easement hereby conveyed for the sewer servitudes across LOT 5 and LOT 6 unto said GRANTEE, its successors and assigns in perpetuity.

Additionally, GRANTOR agrees to grant, transfer, assign, set over and deliver unto the GRANTEE a temporary construction servitude or easement to locate, construct a sewer line, including all appurtenances thereto; reserving, however, to the owners, their heirs and assigns, all such rights and privileges in the land as may be used without interfering with or abridging the rights, servitudes and easements hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines, said temporary servitude is for a period of one year beginning at the issuance of notice to proceed to the selected contractor for the identified project across lands described below:

LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION SERVITUDE ACROSS LOT 5

That piece or portion of ground being a 15' Construction Servitude across Lot 5 of the John Lambert Tract of Almedia Plantation situated in Sections 41 & 43, T-12-S, R-9-E, St. Rose, St. Charles Parish, Louisiana per a survey plat entitled "Survey Plat of a 10' Sewer Servitude & a 15' Construction Servitude across Lot 5 of the John Lambert Tract of Almedia Plantation with reference to St. Charles Parish Department of Waste Water Project Number S150301, St. Rose

Sewer Network Upgrade” by Stephen P. Flynn, P.L.S. dated February 1, 2018 that is attached hereto and made a part hereof, and being more fully described as follows:

Commence at a point being the south right of way of Illinois Central Railroad at Station 101+00.00 having coordinates Northing 533550.75 ft. and Easting 3603456.61 ft. as based on the Louisiana Coordinate System of 1983 South Zone, North American Datum of 1983 as are all the coordinates, bearing and distances in this description;

Thence proceed in a northeasterly direction along the south right of way of Illinois Central Railroad a bearing of N48°57'51"E a distance of 763.71' to a point

Thence proceed in a southeasterly direction along the west line of a 10' sewer servitude being the west line of Lot 5 of the John Lambert Tract of Almedia Plantation and the east line of Lot 4 of the John Lambert Tract of Almedia Plantation a bearing of S21°06'38"E a distance of 10.64' to a point at Station 107+60.08, Offset 10.00 R, having coordinates of Northing 534042.22 ft. and Easting 3604036.51 ft.

The Point of Beginning

Thence proceed in a northeasterly direction along the north line of a 15' Construction Servitude being the south line of a 10' sewer servitude a bearing of N48°57'51"E a distance of 148.03' to a point;

Thence proceed in a southeasterly direction along the east line of a 15' Construction Servitude being the east line of Lot 5 of the John Lambert Tract of Almedia Plantation and the west line of Lot 6 of the John Lambert Tract of Almedia Plantation a bearing of S20°50'51"E a distance of 15.98' to a point;

Thence proceed in a southwesterly direction along the south line of a 15' Construction Servitude a bearing of S48°57'51"W a distance of 147.95' to a point;

Thence proceed in a northwesterly direction along the west line of a 15' Construction Servitude being the west line of Lot 5 of the John Lambert Tract of Almedia Plantation being the east line of Lot 4 of the John Lambert Tract of Almedia Plantation a bearing of N21°06'38"W a distance of 15.96' to a point

The Point of Beginning

LEGAL DESCRIPTION

TEMPORARY CONSTRUCTION SERVITUDE ACROSS LOT 6

That piece or portion of ground being a 15' Construction Servitude across Lot 6 of the John Lambert Tract of Almedia Plantation situated in Section 41, T-12-S, R-9-E, St. Rose, St. Charles Parish, Louisiana per a survey plat entitled "Survey Plat of a 10' Sewer Servitude & a 15' Construction Servitude across Lot 6 of the John Lambert Tract of Almedia Plantation with reference to St. Charles Parish Department of Waste Water Project Number S150301, St. Rose Sewer Network Upgrade” by Stephen P. Flynn, P.L.S. dated February 1, 2018 that is attached hereto and made a part hereof, and being more fully described as follows:

Commence at a point being the south right of way of Illinois Central Railroad at Station 101+00.00 having coordinates Northing 533550.75 ft. and Easting 3603456.61 ft. as based on the Louisiana Coordinate System of 1983 South Zone, North American Datum of 1983 as are all the coordinates, bearing and distances in this description;

Thence proceed in a northeasterly direction along the south right of way of Illinois Central Railroad a bearing of N48°57'51"E a distance of 911.79' to a point

Thence proceed in a southeasterly direction along the west line of a 10' sewer servitude being the west line of Lot 6 of the John Lambert Tract of Almedia Plantation and the east line of Lot 5 of the John Lambert Tract of Almedia Plantation a bearing of S20°50'051"E a distance of 10.65' to a point at Station 109+08.11, Offset 10.00 R, having coordinates of Northing 534139.40 ft. and Easting 3604148.17 ft.

The Point of Beginning

Thence proceed in a northeasterly direction along the north line of a 15' Construction Servitude being the south line of a 10' sewer servitude a bearing of N48°57'51"E a distance of 147.85' to a point;

Thence proceed in a southeasterly direction along the east line of a 15' Construction Servitude being the east line of Lot 6 of the John Lambert Tract of Almedia Plantation and the west line of Lot 7 of the John Lambert Tract of Almedia Plantation a bearing of S20°35'04"E a distance of 16.01' to a point;

Thence proceed in a southwesterly direction along the south line of a 15' Construction Servitude a bearing of S48°57'51"W a distance of 147.77' to a point;

Thence proceed in a northwesterly direction along the west line of a 15' Construction Servitude being the west line of Lot 6 of the John Lambert Tract of Almedia Plantation being the east line of Lot 5 of the John Lambert Tract of Almedia Plantation a bearing of N20°50'051"W a distance of 15.98' to a point

The Point of Beginning

Being the same property acquired by Aubrey G. Burke from Daniel J. Estopinal, Amy Estopinal, wife of Johanses Jilleba, John C. O'Connor, Jr., Kathleen Marie O'Connor, wife of John E. Funk, and Adelaide Beatrice O'Connor, wife of Stephen H. Ehret, through Sale of Real Estate, dated May 29, 1963 and recorded at COB 36, Folio 151, Instrument #24018. Being the same property further acquired by Aubrey G. Burke from Mrs. Sidonia Lambert Tschirin, Mrs. Corinne Lambert Hotard and Mrs. Cora Lambert Barnett through Sale of Property, dated May 29, 1968 and recorded at COB 76, Folio 631, Instrument # 32492. Being the same property further acquired by Patsy R. Taggart, widow of Aubrey G. Burke, from the Succession of Aubrey G. Burke through Judgment of Possession, dated November 24, 2008 and recorded at COB 722, Folio 410, Instrument # 347716 in the official records of St. Charles Parish.

It is understood and agreed that, in the construction and maintenance of said project, the GRANTEE may move to or remove from the property herein described earth or other material in accordance with usual construction and maintenance practices. Following expiration of the temporary construction servitude, the herein described temporary construction servitude area will be left free of construction scars and no maintenance will occur within that area.

GRANTOR acknowledges and agrees that the consideration provided herein constitutes full and final settlement for the perpetual servitude and temporary construction servitude herein granted and for any and all diminution in the value of GRANTOR's remaining property as a result of the granting of this perpetual servitude and temporary construction servitude.

Except as expressly provided in any separate writing, no title examination or title opinion has been requested or performed on behalf of the GRANTEE by the undersigned Notaries Public or settlement agent, and the GRANTEE expressly rejects the necessity of the same and agrees to release and relieve the Notaries Public and settlement agent from any responsibility and liability in connection therewith.

The consideration for the herein described perpetual sewer servitude is the price and sum of ONE THOUSAND SIX HUNDRED THIRTY-TWO AND NO/100 (\$1,632.00) DOLLARS, together with the amount of TWO HUNDRED FORTY-FOUR AND 80/100 (\$244.80) DOLLARS for the temporary construction servitude, for the total amount of ONE THOUSAND EIGHT HUNDRED SEVENTY-SIX AND 80/100 (\$1,876.80) DOLLARS, which GRANTEE has paid cash in hand, in current money, to said GRANTOR, who acknowledges the receipt thereof and grants full acquittance and discharge thereof.

All ad valorem taxes assessed against the above described property for the three (3) years immediately preceding the current year have been paid.

This agreement shall be executed in triplicate, each of which shall constitute an original document which shall be binding upon any of the parties executing same. To facilitate recordation of this agreement, the parties hereto agree that individual signature and acknowledgment pages from the various counterparts may be merged and combined with signature and acknowledgment pages from other counterparts.

[Remainder of page intentionally left blank]

IN TESTIMONY WHEREOF, in the Parish of St-Charles, State of Louisiana the party hereto has signed, executed, and acknowledged this instrument as her free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses and notary, as of the 9th day of July, 20 20, after a due reading of the whole.

WITNESSES:

GRANTOR:

Jane Dufour

Scott H. Burke

PATSY TAGGART BURKE, represented herein by SCOTT H. BURKE, agent and attorney-in-fact

Jane Dufour

Print Name

Sara F. Raney

Sara F. Raney

Print Name

[Signature]
NOTARY PUBLIC

Printed Name: Robert L. Raymond
Notary Identification or Bar Roll No.: 11408
My Commission expires: at death

IN TESTIMONY WHEREOF, in Parish of St Charles, State of Louisiana the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses and notary, as of the 20 day of July, 2020, after a due reading of the whole.

WITNESSES:

GRANTEE:

ST. CHARLES PARISH

Billy Raymond

Matthew Jewell

Billy Raymond

BY: MATTHEW JEWELL

ITS: PRESIDENT

Print Name

[Signature]

Grant [Signature]

Print Name

[Signature]
NOTARY PUBLIC

Printed Name: Robert L. Raymond

Notary Identification or Bar Roll No.: 11408

My Commission expires: at my death

POWER OF ATTORNEY
BY PATSY TAGGART BURKE
TO SCOTT H. BURKE

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ORLEANS

BE IT KNOWN, that on this 25th day of September,
1987;

BEFORE ME, Carl A. Butler, a Notary Public, duly
commissioned and qualified, in and for the Parish of Jefferson,
State of Louisiana, therein residing, and in the presence of the
undersigned witnesses:

PERSONALLY CAME AND APPEARED: PATSY T. BURKE, a person
of the full age of majority, and a resident of the Parish of
Orleans, State of Louisiana, hereinafter sometimes referred to as
"Appearer", who declared that Appearer has made and appointed,
and by these presents Appearer does make, name, nominate, ordain,
authorize, constitute and appoint, and in Appearer's place and
stead, depute and put SCOTT H. BURKE, a person of the full age of
majority and a resident of the Parish of Jefferson, State of
Louisiana (sometimes hereinafter referred to as "Agent"), to be
Appearer's true and lawful agent and attorney in fact, general
and special;

And Appearer, by these presents does hereby grant unto
said Agent to act for Appearer in Appearer's name and on
Appearer's behalf, to do any and every act and to exercise any
and every power that Appearer might or could do of whatever kind
or nature, to conduct, manage and transact, all and singular,
Appearer's affairs, business, concerns and matters of whatever
kind or nature, without any exceptions or reservations
whatsoever.

I. Without limiting the generality of the foregoing, said Agent
shall have full power and authority to do the following:

A. IMMOVABLE PROPERTY. To enter upon and take possession
of any immovable property wheresoever situated, in which Appearer
may now or hereafter own or claim any interest, and to let,
manage and improve the same or any part thereof, and to repair or
otherwise improve or alter, any buildings, structures or other
improvements thereon;

B. SALE, LEASE, EXCHANGE OR PURCHASE. To sell, either at
public or private sale, to contract to sell, to convey, lease,
quitclaim, or exchange any property, real or personal, immovable
or movable or mixed, in which Appearer may now or hereafter own

any interest, to or with any person or persons, firms or corporations, and upon such terms and conditions as said Agent shall deem advisable; to give a mortgage, encumber or hypothecate, contract a loan or acknowledge a debt; and to contract for and to consummate the purchase of any such property. Said Agent may approve closing statements, and take all other actions necessary to receive, transfer, or accept title to any such property. To purchase on behalf of Appearer and for Appearer's account any real or personal movable or immovable property that said Agent deems to be in the best interest of Appearer or Appearer's estate, including stocks and bonds (and specifically including U.S. Government bonds redeemable at par for the payment of Federal Estate Taxes), for cash, credit, or such other terms and for such consideration as said Agent deems appropriate. To sign and execute in the name of the Appearer all acts, whether of sale, mortgage, lease, release contract, compromise, covenant, deed, assignment, agreement, division order or otherwise, that shall be requisite or necessary and containing such terms or conditions and provisions as said Agent shall deem proper;

C. POSSESSION, COLLECTION, RECOVERY AND OTHER POWERS RESPECTING CERTAIN PERSONAL PROPERTY. To demand, sue for, recover, collect, compromise, receive and hold and possess, all sums of money (including those which may be due under the terms of any leases or promissory notes or from tenants of any property that Appearer may now or hereafter own), debts, dues, goods, wares, merchandise, chattels, effects, bonds, notes, checks, drafts, accounts, deposits, safe deposit boxes (and their contents), legacies, bequests, devises, interests, dividends, stock certificates, certificates of deposit, treasury bills, securities or evidences of debt issued by any governmental or private authority or entity, annuities, pension and retirement benefits, stock bonus plan and profit-sharing plan benefits, stock options, insurance benefits and proceeds, payments (including compensation or reimbursements) from any State or Federal Government entity or agency (including Medicare, Medicaid, and Social Security payments), documents, tangible and intangible property and property rights, and liquidated and unliquidated demands, and things of whatsoever nature or description which now or hereafter shall be or become due, owing, payable or belonging to Appearer, in or by any right, title, ways or means howsoever, and upon receipt thereof or of any part thereof to make, sign, execute, and deliver such receipts, releases or other discharges for the same as said Agent shall think advisable; and, additionally, to transfer, draw, endorse, assign or negotiate any of the above described instruments or other items that may be subject to transfer, assignment or negotiation; and, to accept or reject a succession;

D. CONTROVERSIES AND ACTIONS. To commence, prosecute, discontinue, or defend all actions or other legal proceedings, involving or in any way affecting or relating to Appearer's estate or any part thereof or any matter in which Appearer or Appearer's estate may be in any way concerned; and to have, sue upon and utilize all legal and equitable remedies, procedures and writs in Appearer's name for the collection or recovery of any item or matter in which the Appearer has or may acquire an interest, and to submit to arbitration, compromise, settle and agree with reference to any of the same, or with reference to any controversy, dispute or other matter concerning Appearer's estate, and to make, execute and deliver for Appearer in Appearer's name, all endorsements, acquitances, releases, receipts and other sufficient discharges for the same. To represent judicially and otherwise, whether as heir, legatee, creditor, executor, administrator or otherwise, in all successions or estates in which Appearer may be or become interested, including any acceptance or renunciation thereof, and to apply for the administration thereof and to demand, obtain and execute all orders and decrees as said Agent may deem proper therein, and finally, to settle, compromise and liquidate

Appearer's interest therein, and to receive and receipt for all property to which Appearer may be entitled in respect of said successions or estates;

E. REPAIRS. To contract for any and all repairs to properties now or hereafter owned by Appearer, and to pay the costs thereof;

F. LOANS. To loan money or funds to any person, corporation or other entity upon such terms and conditions (including at no interest and on an unsecured basis) as said Agent may deem prudent or desirable;

G. AD VALOREM TAXES AND INSURANCE. To render property for taxes and to pay ad valorem taxes; to obtain, and to pay premiums for casualty, public liability or any other type of insurance;

H. ATTORNEYS, ACCOUNTANTS AND OTHER AGENTS - SUBSTITUTION. To engage, employ and dismiss any agents, clerks, servants, attorneys-at-law, accountants, investment advisors, custodians, real estate agents, and other agents in connection with or in relation to the exercise of any rights or powers granted herein, and to pay the costs of services rendered by them; and, additionally, to designate, by notarized instrument in writing, a substitute for said Attorney-in-Fact, or a sub-agent, and to delegate to such substitute Attorney-in-Fact or sub-agent (either with or without such restrictions or limitations as said Agent may impose in such instrument) all or any of the powers or authorities granted herein to said Attorney-in-Fact. Unless otherwise expressly provided in the instrument designating a substitute, (i) all provisions herein applicable to said Agent shall apply to such substitute, and (ii) such substitute shall exercise the powers and authorities therein delegated concurrently with (and not in lieu of) said Agent originally named herein;

I. DEPOSITS, WITHDRAWALS AND EXPENDITURES. To make deposits and withdrawals from any account in any financial institution, which account is held in Appearer's name, or in which Appearer may now or hereafter own an interest, and to deposit any monies which may come to said Agent as such, with any bank or other person either in Appearer's or said Agent's own name, and to employ or expend as said Agent shall think fit, any of such money or other money to which Appearer is entitled which now is or shall be so deposited; to endorse checks, drafts, or bills or exchange for collection, deposit, or cashing;

J. LEASES. To execute or amend lease agreements for or on behalf of the Appearer, either as lessor or lessee, for any term (which may extend beyond the duration of this Power of Attorney), and containing such other provisions or conditions as said Agent deems appropriate;

K. SECURITIES. To sell and transfer all or any shares of the capital stock of any corporation owned by Appearer, and receive and receipt for the dividends due or to become due thereon. To sell, to sell short, buy or trade in stocks, shares of participation and other equity instruments, by whomsoever issued, and to pledge, pawn or hypothecate all or any shares of stock in any corporation owned by Appearer. To hold, deliver and endorse securities, notes or other negotiable instruments including, but not limited to, stock certificates, proxies, bonds, debentures and other instruments of every character wherein Appearer may be interested, and to make and give any note or notes, which may be necessary from time to time, or renew, extend or waive prescription on the same. To attend all or any meetings of creditors wherein Appearer may be interested, and to vote in Appearer's name on all questions or matters that may be submitted to such meetings. To vote at the meetings of shareholders in person or by proxy, and to exercise with respect to all stocks, bonds or other investments now or hereafter owned

by Appearer, or held in Appearer's name, all of such other rights, powers and privileges as may be exercised by any person owning similar property in Appearer's own right;

L. TAXATION. To exercise any rights or options granted to Appearer under the Federal Internal Revenue Code, or under other statute or regulation, state or federal, involving or relating to taxation. Without limiting the foregoing, said Agent may prepare, sign Appearer's name to, and file any return or report, and execute a waiver or disclaimer of any property or any interest therein (including undivided interests, present and future interests) which is now or might at any time hereafter become part of Appearer's estate;

M. BUSINESS OPERATION. To operate any business owned by Appearer, or in which Appearer may own an interest;

N. OIL AND GAS. To make, execute, renew, supplement, modify and amend (upon terms deemed appropriate by said Agent) oil, gas and mineral leases (including pooling provisions) and mineral deeds, royalty deeds, assignments of overriding royalty, pooling, boundary or unitization agreements, division orders or other instruments in connection with or related to the exploration and development of oil, gas, other minerals, and any other interests in or portion of real property ("real property" and "mineral" as used herein shall include oil, gas, salt, coal, lignite, sulphur, uranium and other minerals);

O. EXECUTION AND DELIVERY OF INSTRUMENTS AND WRITINGS. Without limiting the foregoing, to make, execute, acknowledge and deliver contracts, deeds, promissory notes, deeds of trust, agreements, options, security agreements, bills of sale, assignments, insurance policies, stock certificates, proxies, warrants, commercial paper, receipt and deposit instruments, and all other instruments and writings of whatever kind and nature as may be necessary or convenient to the exercise of any of the powers herein granted;

P. BORROWING. To borrow any sums of money, on such terms and with such security, as said Agent deems proper, and for that purpose to execute all promissory notes, bonds, mortgages, deeds of trust, security agreements, financing statements, renewals or extensions of existing or future debts and security therefor, and other instruments which may be necessary or proper in relation thereto;

Q. SUPPORT AND MAINTENANCE. To arrange and pay (out of Appearer's estate) for Appearer's maintenance, support, living expenses, dental, surgical, hospital and other medical needs, all as said Agent deems necessary or appropriate;

R. AGENT'S INDIVIDUAL INTERESTS - PARTITION. To join (in said Agent's own individual capacity) in taking any action or executing any writing hereunder, with respect to any property (or other matter) in which said Agent and Appearer's estate own joint, undivided, common or community interests; and to partition any such property (including the right, where said Agent is also Appearer's spouse, to partition community property into separate shares). Said Agent (individually) may purchase or hold undivided interests in property in which Appearer's estate owns undivided interests;

S. FIDUCIARY POWERS - OPTIONS. To exercise any powers and any duties vested in Appearer, whether solely or jointly with any others, as executor, administrator, or trustee or in any other fiduciary capacity (or to exercise any option granted Appearer under any written instrument) so far as such power or duty is capable of validly being delegated (or such option is capable of being so exercised) under applicable law and under the instrument creating such fiduciary relationship (or option, as the case may be);

T. GIFTS. To continue Appearer's annual gift program to charities, churches, employees and relatives of the Appearer (including, specifically, to the Agent, individually) by transferring to one or more of these donees such cash, stocks, bonds, securities or other property or interests in property (comprising Appearer's estate) as and when said Agent may think proper and in such amounts consistent with Appearer's prior gifts, Appearer's current estate and the donee's respective needs;

U. GENERAL GRANT OF FULL AUTHORITY. In general, and without limiting anything herein contained, Appearer gives and grants unto said Agent full power and authority to do and perform all other acts, deeds, and things whatsoever concerning or with relation to Appearer's estate, property and affairs, as fully, to all intents and purposes, as Appearer might or could do if personally present and competent, hereby ratifying and confirming whatsoever said Agent shall and may do by virtue hereof in the premises.

II. MISCELLANEOUS AND GENERAL PROVISIONS

A. Revocation of this Power of Attorney.

Appearer may revoke this Power of Attorney upon oral or written notice to Agent; however, such revocation shall not be binding upon third parties until a written revocation shall be entered of record in the Parish or Parishes wherein Appearer owns any immovable property or mineral interests. Subject to Paragraph F, it shall terminate upon Appearer's death, or upon the death of all Agents authorized to act hereunder.

B. Bond.

No Agent shall be obligated to furnish bond or other security for acting hereunder.

C. Compensation.

Said Agent shall be entitled to no compensation for services rendered hereunder.

D. Limitation on Powers Granted - Estate and Income Tax.

Anything herein to the contrary notwithstanding, this Power of Attorney shall be construed and the authority herein granted shall be limited so that:

1. None of the above income earned or attributable to the properties covered by this Power of Attorney shall be taxed to said Agent; and

2. The properties covered by this Power of Attorney shall not be included in the gross estate of said Agent or taxed in the Agent's estate as a general power of appointment as said term is defined in Section 2041 of the Internal Revenue Code. In this regard (except for said Agent's right to compensation for services rendered hereunder) no power created herein shall be exercisable by any Agent in its own favor, or in favor of said Agent's estate, said Agent's creditors or the creditors of said Agent's estate.

E. Indemnity.

Appearer shall indemnify said Agent and any successor who shall so act, against any and all claims, demands, losses, damages, actions and causes of action, including expenses, costs and reasonable attorneys' fees which

said Agent at any time may sustain or incur in connection with the carrying out the authority granted Agent in this Power of Attorney.

F. Good Faith Reliance.

Appearer's death shall not revoke or terminate this agency as to the Agent or other person who, without actual knowledge of Appearer's death, acts in good faith under this Power of Attorney. Any action so taken, unless otherwise invalid or unenforceable, shall be binding upon Appearer and Appearer's heirs, devisees and personal representatives. An affidavit, executed by said Agent stating that Agent does not have, at the time of doing any act pursuant to this Power of Attorney, actual knowledge of the revocation or termination of this Power of Attorney, is, in the absence of fraud, conclusive proof of nonrevocation or nontermination of the power at that time.

G. Durable Power - Non Termination on Incompetence or Disability

In addition to, and without limiting the foregoing, Appearer hereby provides that the rights, privileges and powers of attorney hereby granted shall not terminate upon Appearer's incapacity, physical or mental disability, or other conditions making express revocation, impossible or impractical.

H. Accounting.

Appearer hereby releases said Agent from Agent's obligation of rendering an accounting of Agent's management.

I. Severability, Definitions and Miscellaneous.

In the event any sentence, clause or other portion of this Power of Attorney is invalid or unenforceable, such invalidity or unenforceability shall not affect any of the remaining sentences, clauses or other portions hereof, and this instrument shall be construed as if such invalid or unenforceable sentence, clause or other provision had not been included herein. Where applicable, the term "her" shall include "his," and the singular shall include the plural. Captions herein are for convenience only and shall not limit or affect the content of the sentences which follow. Louisiana Law shall govern the construction hereof. The term "Appearer's estate" as used herein shall mean all movable or immovable property and mineral interests, wheresoever located, in which Appearer may now or hereafter own or claim any interest.

THUS DONE AND SIGNED, at New Orleans, Louisiana, 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 due reading of the whole.

WITNESSES:

Ima A. Loe

Patsy Taggart Burke
PATSY TAGGART BURKE

[Signature]

Scott H. Burke
NOTARY PUBLIC

Accepted on the 25th day of
September, 1987.

Scott H. Burke
SCOTT H. BURKE

2020-0120

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

ORDINANCE NO. 20-5-9

An ordinance to approve and authorize the Parish President to acquire a 10 foot perpetual servitude and a 15 foot temporary construction servitude for use in the construction of the St. Rose Sewer Network Upgrade over property identified as Lots 5 and 6, located across of the John Lambert Tract of Almedia Plantation, Sections 41 and 43, Township 12 South, Range 9 East, which properties are more particularly described in the attached "Servitude Agreement" document.

WHEREAS, St. Charles Parish is undertaking an upgrade to the St. Rose Sewer Network; and,

WHEREAS, the St. Rose Sewer Network has a history of problems related to deficiencies in the network; and,

WHEREAS, the proposed sewer network upgrade requires the acquisition of temporary construction servitude(s) and perpetual sewer servitude(s) over Lots 5 and 6, located across the John Lambert Tract of Almedia Plantation, Sections 41 and 43, Township 12 South, Range 9 East, which properties are more particularly described in the attached "Servitude Agreement" document; and,

WHEREAS, the sewer project and the acquisition of the hereinafter described servitudes is in furtherance of the public's best interest and purpose and is in satisfaction of a public need.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Parish President is hereby authorized to purchase at a price not to exceed its appraised value of \$1,876.80 the properties more particularly described in the "Servitude Agreement" document attached hereto and made a part hereof, from Patsy Taggart Burke.

SECTION II. That the Parish President is hereby authorized to execute any and all documents necessary to complete said purchase.

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

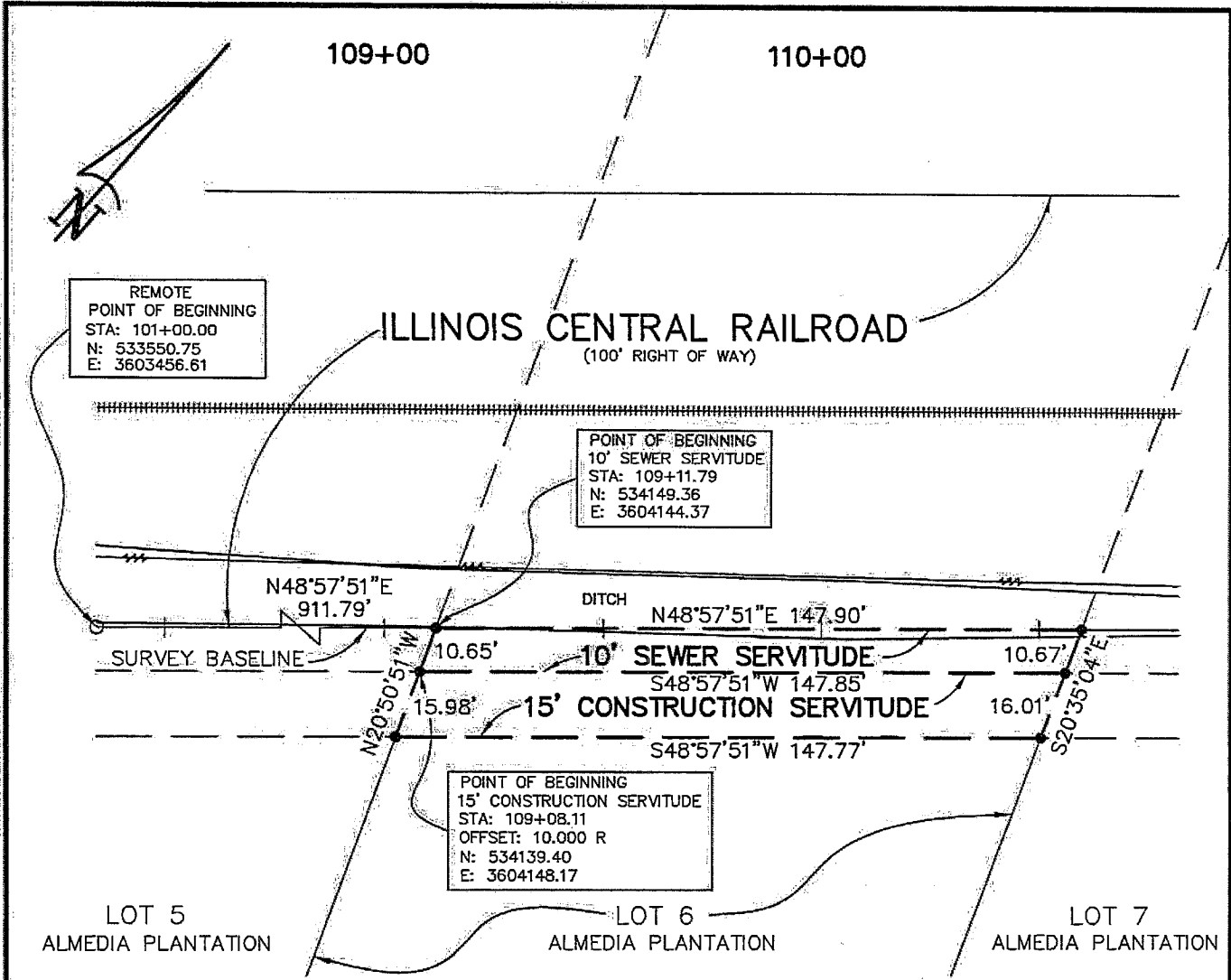
YEAS: BENEDETTO, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 18th day of May, 2020, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: Michelle Dupontato
DLVD/PARISH PRESIDENT: May 19, 2020
APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: May 21, 2020
AT: 8:40am RECD BY: [Signature]

CERTIFIED TRUE & CORRECT AS PER
MINUTES DATED 5/18/20
Michelle Dupontato
SECRETARY
ST. CHARLES PARISH COUNCIL



SCALE: 1" = 40'

LEGEND

- CALCULATED POINT
- #4 IRON ROD FOUND

AREA	
10' SEWER SERVITUDE	1,479 SQ. FT.
15' CONSTRUCTION SERVITUDE	2,217 SQ. FT.

TITLE: SURVEY PLAT OF A 10' SEWER SERVITUDE & A 15' CONSTRUCTION SERVITUDE ACROSS LOT 6 OF THE JOHN LAMBERT TRACT OF ALMEDIA PLANTATION WITH REFERENCE TO ST. CHARLES PARISH DEPARTMENT OF WASTE WATER PROJECT NUMBER S150301, ST. ROSE SEWER NETWORK UPGRADE SITUATED IN SECTION 41, T-12-S, R-9-E, ST. ROSE, ST. CHARLES PARISH, LOUISIANA.

SURVEY REFERENCE: TRACTS 1, 2, 3, 4, 5, 6, 7, 8 & 9 OF THE JOHN LAMBERT TRACT BY H.E. LANDRY, C.E. DATED 8/22/1946.

BASIS OF BEARING: BEARINGS/COORDINATES HEREON ARE REFERENCED TO THE LOUISIANA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE 1702, NAD 83, GEOID 12A USING LEICA SMARTNET SOLUTION DATED 8/8/2017.

SURVEYOR'S NOTES:

- A. I CERTIFY THAT THIS PLAT REPRESENTS AN ACTUAL ROUTE SURVEY MADE BY ME, OR BY THOSE UNDER MY DIRECTION AND COMPLIES WITH THE REQUIREMENTS OF LOUISIANA'S "STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS" FOR A CLASS D ROUTE SURVEY SPECIFICALLY CHAPTER 2909 - ROUTE SURVEY.
- B. NO TITLE OPINION WAS PROVIDED TO THIS FIRM, THEREFORE NO CERTIFICATION IS GIVEN TO THE EXISTENCE OF OTHER SERVITUDES OR EASEMENTS WHICH MAY EXIST OTHER THAN THOSE SHOWN.
- C. STATIONING IS BASED ON ST. CHARLES PARISH DEPARTMENT OF WASTE WATER PROJECT S150301, ENVIRONMENTAL ENGINEERING SERVICES, INC. NO. 1412, SHEETS C06-C09.

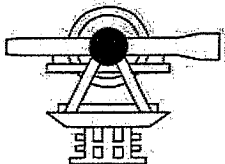
CERTIFIED TO: ST. CHARLES PARISH

DATE: FEBRUARY 1, 2018

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

DRAWN BY: KPB DRAWING NO. L1552_W03099-3

RIVERLANDS SURVEYING COMPANY



505 HEMLOCK STREET
 LAPLACE, LA. 70068
 1-800-248-6982
 985-652-6356