

Ord.

2007-0351

INTRODUCED BY: ALBERT D. LAQUE, PARISH PRESIDENT

ORDINANCE NO. 07-12-9

An ordinance to authorize full and final compromise with GHF, LLC in the amount of \$252,000.00 in connection with Agreement to Purchase and Addendum to Agreement to Purchase the East Bank Sewerage Treatment Plant Site, and to approve the Act of Donation by GHF, LLC to St. Charles Parish of an additional 14 acres.

WHEREAS, St. Charles Parish entered into an Agreement to Purchase and Addendums to Agreements to Purchase with GHF, LLC, et al for the Project known as the East Bank Sewerage Treatment Plant; and,

WHEREAS, a dispute has arisen as to the Agreements and the obligations of the parties to each other; and,

WHEREAS, the parties have been negotiating this possible resolution of the dispute between them and reached a final compromise, and,

WHEREAS, the parties have reached a tentative agreement which provides in part that St. Charles Parish pay to GHF, LLC the sum of \$252,000.00 as a compromise, and GHF, LLC will donate an additional fourteen (14) acres of property as depicted on the attached map.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Parish President is hereby authorized to issue payment to GHF, LLC in the amount of \$252,000.00 as a full and final compromise of all claims between and among the parties, and to accept the Act of Donation of the 14 acres, in fee simple merchantable title, as shown on the attached Act of Donation.

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

YEAS: MARINO, FAUCHEUX, HILAIRE, FABRE, RAMCHANDRAN, WALLS, BLACK, DUHE, MINNICH

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 3rd day of December, 2007, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN [Signature]
SECRETARY [Signature]
DLVD/PARISH PRESIDENT December 4, 2007
APPROVED [Signature] DISAPPROVED _____

PARISH PRESIDENT Albert D. Laque
RETD/SECRETARY December 4, 2007
AT 2:55 pm RECD BY [Signature]

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON 1-18-08
AS ENTRY NO. 339089
IN MORTGAGE/CONVEYANCE BOOK
NO. 706 FOLIO 697

ACT OF DONATION

UNITED STATES OF AMERICA

FROM: G.H.F., LLC

STATE OF LOUISIANA

TO: ST. CHARLES PARISH

PARISH OF ST. CHARLES

BE IT KNOWN, that on this 10th day of January, in the year of two thousand and seven (2008).

BEFORE ME, Notary Publics in and for the Parish of St Charles, State of Louisiana, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared

G.H.F., LLC, Tax Identification Number 72-1386766, a Louisiana Limited Liability Company organized and existing under and by virtue of the laws of the State of Louisiana, represented by Edward T. Riecke and William McCrery, William McCrery is represented herein by Edward T. Riecke as her duly appointed and constituted Agent and Attorney in Fact, duly authorized by virtue of a Power of Attorney, a copy of which is annexed hereto and made a part hereof, its Managers, by virtue of an Operating Agreement by G.H.F., LLC dated May 7, 1998, registered in COB 538, folio 77, amended at Entry No. 242588, of the records of St. Charles Parish, Louisiana, whose present mailing address is 350 North Causeway Blvd., Mandeville, LA 70448,

who, declare that they do by these presents grant, bargain, convey, transfer, assign, set over, abandon and deliver, with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which said appearers have or may have against all preceding owners and vendors, and do by these presents make a gift and donation unto.

ST. CHARLES PARISH, a political subdivision of the State of Louisiana, herein represented by Albert D Laque, its Parish President, and whose mailing address is P. O Box 302, Hahnville, Louisiana, 70057, and pursuant to Ordinance No. 07-12-9, adopted by the St. Charles Parish Council on December 3, 2007, a copy of which is annexed hereto and made a part hereof,

hereby appearing for the purpose of accepting, the following described property, to-wit:

Legal Description of the Proposed 14 Acre Destrehan Treatment Plant Expansion Site being a part of the G.H.F., LLC property located in Section 5, T13S, R8E, in Destrehan, St. Charles Parish, Louisiana.

A certain parcel of land located in Section 5, T12S, R8E, of the Southeastern Land District East of the Mississippi River, near Destrehan in St. Charles Parish, Louisiana, more particularly described as follows:

Commencing at the northeast corner of the Old Destrehan Treatment Plant also being the point of beginning; thence N82°24'46"W, 251.36'(feet); thence S7°04'19"W, 283.38'(feet); thence N81°31'21"W, 475.45'(feet); thence N8°26'17"E, 951.28'(feet); thence S81°31'21"E, 706.86'(feet); thence S7°18'10"W, 664.22'(feet) to the point of beginning, containing 14 acres more or less and as shown on a map entitled "Proposed 14 Acre Destrehan Treatment Plan Expansion Site being a

part of the G.H.F., LLC property located in Section 5
T13S, R8E, in Destrehan, St. Charles Parish, Louisiana,
by Shread-Kuyrkendall and Associates, Baton Rouge,
Louisiana, dated July 3, 2007.

The value of the real property donated hereto is **TWO HUNDRED FIFTY-TWO
THOUSAND AND NO/100THS (\$252,000.00) DOLLARS.**

Taxes for 2006 are paid. The parties hereto waive any conveyance, mortgage, tax and any other certificates and relieve and release me, Notary, from any and all responsibility in connection therewith. The parties also acknowledge that no examination of the title has been made by me, Notary, and agree to relieve, release, defend, save, hold harmless, and indemnify me, Notary, from any and all claims, liabilities, and responsibilities in connection therewith.

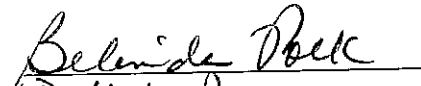
Whenever the word "vendor" is used in this act, it shall be construed to include "vendors", and whenever the word "purchaser" is used it shall be construed to include "purchasers".

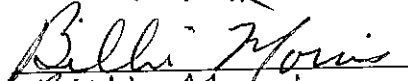
All the agreements and stipulations herein contained, and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties hereto.

The certificate of mortgages required by Article 3364 of the revised Civil Code of Louisiana is hereby dispensed with by the parties hereto.

THUS DONE, READ AND PASSED at my office in the City of Destrehan, Parish and State aforesaid, in the presence of undersigned competent witnesses who have hereunto signed their names with the parties and me, said Notary, the day, month and year first above written

WITNESSES:


Belinda Polk


Billie Morris

G.H.F., LLC

BY: 

EDWARD T. RIECKE, Manager

G.H.F., LLC

BY: WILLIAM MCCRERY, Manager

BY: 

EDWARD T. RIECKE,
Agent and Attorney in Fact


NOTARY PUBLIC

JOEL CHAISSON, BAR NO. 01756

ST. CHARLES PARISH

BY: 

ALBERT D. LAQUE
Parish President


FRONTAGE
FRANCIS STAGGS


NOTARY PUBLIC

ROBERT L. RAYMOND, BAR NO. 11408

GENERAL POWER OF ATTORNEY

FROM: WILLIAM MCCRERY

STATE OF LOUISIANA

TO: EDWARD T. RIECKE

PARISH OF

A. Terrence

BEFORE ME, the undersigned Notary Public, and witnesses, came and appeared:

WILLIAM MCCRERY (SS#--), a person of the full age of majority, in his capacity as a manager of G.H.F., L.L.C.;

(sometimes hereinafter referred to as "Principal"), who appoints

EDWARD T. RIECKE as AGENT.

**ARTICLE I
TERM OF "AGENCY"**

1.1 **Durability.** This agency is "durable" and shall not be deemed revoked by my disability or incapacity.

**ARTICLE II
PROPERTY**

"Property" means all property whether movable, immovable, real, personal, corporeal or incorporeal, tangible, intangible and mixed, wherever located, however acquired, owned by G.H.F., L.L.C.. With regard to Property, Agent may, on my behalf as a manager of G.H.F., L.L.C.:

2.1 **General powers.** Have all of the powers that may be conferred upon agents under applicable law. If a question should arise as to whether Agent has a particular power, this agency shall be liberally construed as granting such power. Should future changes in the law expand the powers of agent, my Agent shall have those expanded powers.

2.2 **Additional powers.** Without limiting my Agent's powers granted by the preceding paragraph, if those powers do not include the following, my Agent shall also have all of the following powers:

2.3 **Purchases and sales.** To purchase, sell, exchange, partition or otherwise acquire and dispose of Property owned by the L.L.C., at public or private sale for such purposes and upon such terms, including sales on credit, with or without security, in such manner, and at such prices as my Agent may determine.

2.4 **Operation of businesses; changes in corporate structure.** To operate the business of the L.L.C. and to exercise all powers granted to me under the operating agreement of the L.L.C., whether in the ordinary or extraordinary course of its business.

2.5 **Options.** To grant options affecting Property for such purposes and periods, upon such conditions, in such manner, and at such prices as my Agent may determine; to exercise them for such price and on such terms and conditions as my Agent may see fit

2.6 **Servitudes and Easements.** To create servitudes or easements on property for such purposes and periods, upon such conditions, in such manner, and at such price as my Agent may determine.

2.7 **Leases.** To lease or give options to lease all or any part of the Property for such price, and on such terms and conditions, for such purposes and at such rentals as my Agent may see fit; to enter into, amend or extend all kinds of leases including but not limited to all kinds of predial leases, surface leases, and oil, gas and mineral leases, with or without pooling provisions.

2.8 **Oil, gas and other minerals.** To sell, lease, exchange, partition or otherwise alienate oil, gas or other minerals and interests therein, and the right to explore for the, or options for any of these, by such instruments, in such forms, for such bonus, rentals or other considerations, and for such terms and periods as my Agent may see fit. To invest in, to acquire and retain for so long a period as Agent may see fit, oil, gas and mineral leases and rights on and to all, gas and other minerals either in the form of mineral interests, royalties or other proprietary or working interest, whether productive when acquired or nonproductive when acquired, whether or not speculative in nature, with or without pooling provisions, to explore or to contract for mineral exploration and to drill and to enter into pooling, unitization, repressurization, and any other type of agreement relating to the development, operation and conservation of mineral property.

**ARTICLE III
THIRD PARTIES**

To protect third parties who deal with my Agent under powers granted in this agency, third persons may rely on my Agent's act or signature with the same force and effect as though I were personally present and acting for myself. Accordingly:

3.1 **Notice of Amendment or Revocation.** No person dealing with my Agent on my behalf shall be charged with any amendment to this agency or its revocation until actual notice thereof is delivered to the third party.

3.2 **Reliance.** Until they receive actual notice that this agency has been amended or revoked, third persons may assure that my Agent is acting within the scope of powers granted by me in this agency, and that this agency remains effective. No person who deals with my agent shall be responsible for my Agent's proper application of funds or property.

3.3 **Information.** Persons who receive requests for information from my Agent are authorized to furnish it, as and when requested. I release them from any and all legal liability for furnishing the information my Agent requests. If that information is privileged, I waive the privilege. My Agent may disclose that information to such others as my Agent may deem appropriate.

THUS DONE AND SIGNED in Covington, Louisiana, on this 18th day of December, 2007.

WITNESSES:

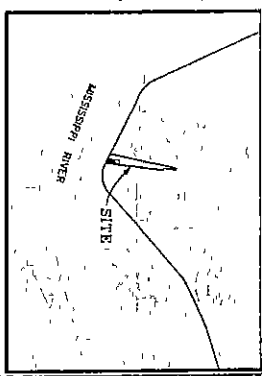
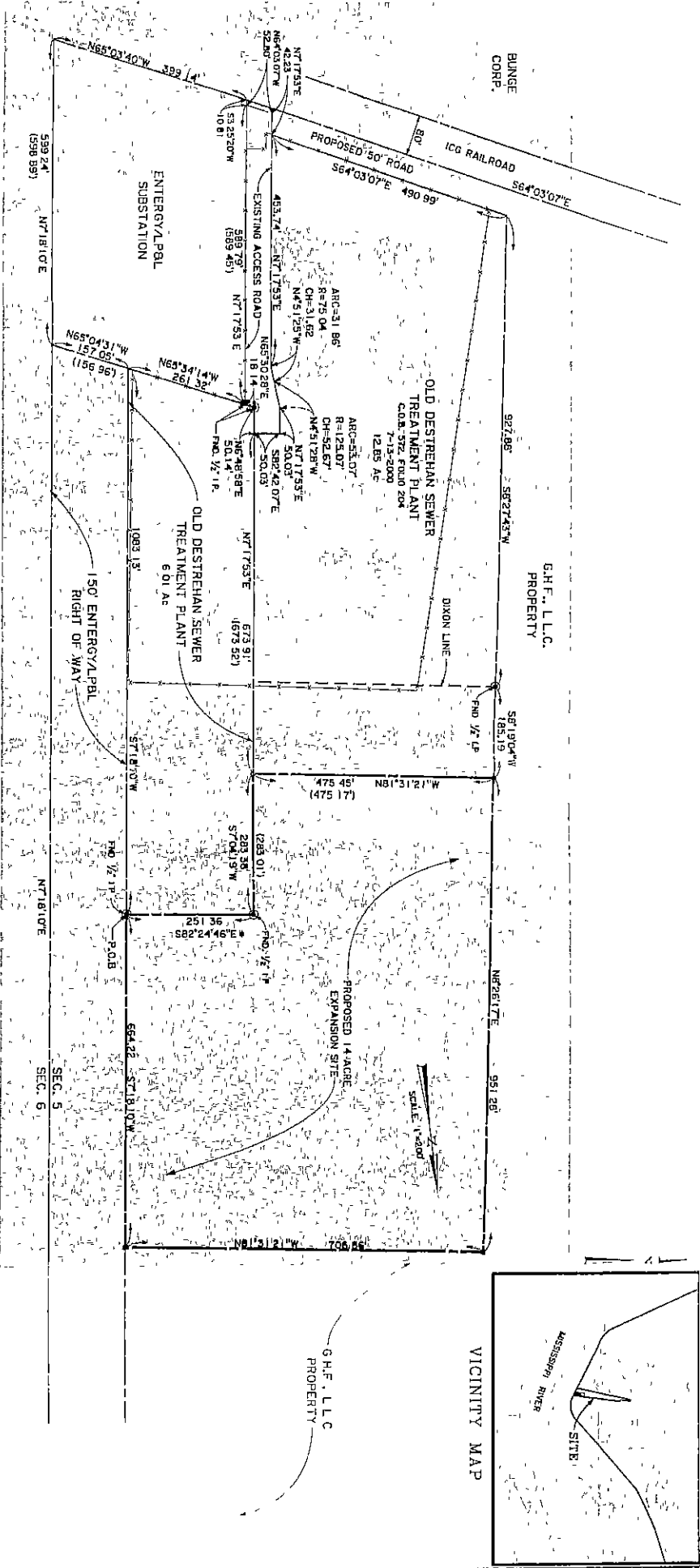
Leslie S. Wilson
Leslie S. Wilson
(Printed Name)

Mary Ann Ganci
Mary Ann Ganci
(Printed Name)

William Mccrery
WILLIAM MCCRERY

Christiane Alley
NOTARY PUBLIC #041774

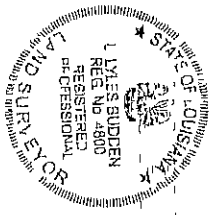
Christiane Alley
#041774
12.19.07



VICINITY MAP

MAP SHOWING

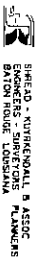
THE PROPOSED 14 ACRE DESTREHAN
TREATMENT PLANT EXPANSION SITE
BEING A PART OF
THE G.H.F. LLC PROPERTY LOCATED IN
SECTION 5, 7-13-S, R-8-E
IN DESTREHAN, ST CHARLES PARISH, LA
FOR THE ST. CHARLES PARISH
DEPARTMENT OF PUBLIC WORKS,
403 MILLING ST., LULING, LA

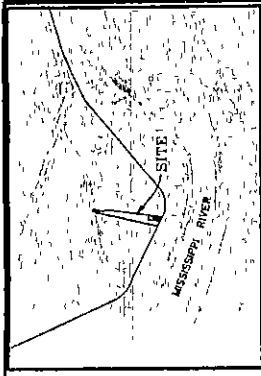


Lyle S. Sudden
L. S. SUDDEN
DATE 7/12/2007
PROFESSIONAL LAND SURVEYOR #4800

- NOTES
- 1 REFERENCE MAPS ENTITLED "PLAN OF NEW REGIONAL SEWER TREATMENT PLANT ST CHARLES PARISH, LA" BY BRM CORPORATION, DATED MAY 29, 2000
 - 2 BASIS OF BEARING GPS OBSERVATION BEARINGS ARE LA SEC SOUTH ZONE NAD 83
 - 3 SECTION LINE SCALED FROM USGS MAP
 - 4 TITLE INFORMATION PROVIDED BY OWNER
 - 5 FLOOD ZONE DETERMINATION NOT A PART OF THIS SURVEY
 - 6 WETLANDS DELINEATION WAS NOT REQUESTED NOR IS A PART OF THIS SURVEY
 - 7 AERIAL BACKGROUND FOR INFORMATIONAL PURPOSES ONLY NOT A PART OF THE BOUNDARY SURVEY

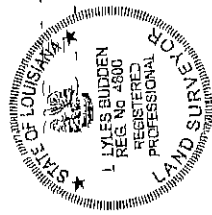
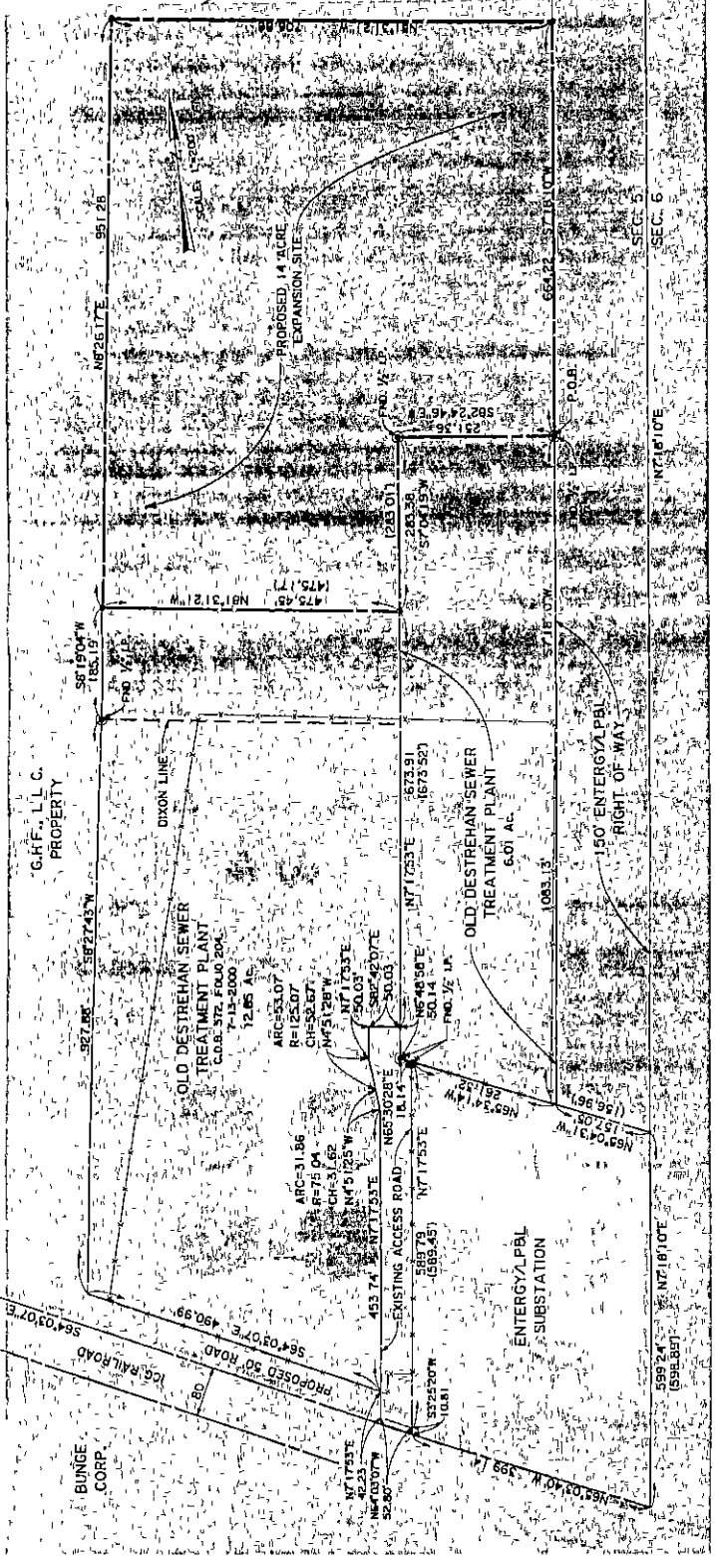
• = SET 1/2 IP
○ = FOUND
1 = TITLE DISTANCE





VICINITY MAP

G.H.F., L.L.C. PROPERTY



Lyles Budden
 LYLES BUDDEN
 PROFESSIONAL LAND SURVEYOR #4800
 DATE 7/12/2007

MAP SHOWING
 THE PROPOSED 14 ACRE DESTREHAN
 TREATMENT PLANT EXPANSION SITE
 BEING A PART OF
 THE G.H.F., L.L.C. PROPERTY LOCATED IN
 SECTION 5, T-13-S, R-8-E
 IN DESTREHAN, ST. CHARLES PARISH, LA
 FOR THE ST. CHARLES PARISH,
 DEPARTMENT OF PUBLIC WORKS,
 403 MILLING ST., LULING, LA

- NOTES
1. REFERENCE MAPS ENTITLED "PLAN OF NEW REGIONAL SEWER TREATMENT PLANT - CHARLES PARISH, LA," BY SFC CORPORATION DATED MAY 5, 2000.
 2. "SURVEY OF A PORTION OF MOODOC PLANTATION" BY H.E. LANDRY, C.E. DATED MAY 5, 1901.
 3. DESCRIPTION OF MAP OF SURVEY OF MOODOC PLANTATION LYING IN SECTION 5, T-13-S, R-12-E, BY J. MICHAEL DIXON, DATED 11/20/1987.
 4. * BASIS OF BEARING GPS OBSERVATION BEARINGS ARE LA SFC SOUTH ZONE NAD 83.
 5. SECTION LINE SCALED FROM USGS MAP.
 6. TITLE INFORMATION PROVIDED BY OWNER.
 7. FLOOD ZONE DETERMINATION NOT A PART OF THIS SURVEY.
 8. WETLANDS DELINEATION WAS NOT REQUESTED NOR IS A PART OF THIS SURVEY.
 9. AERIAL BACKGROUND FOR INFORMATIONAL PURPOSES ONLY. NOT A PART OF THE BOUNDARY SURVEY.

- = SET 1/2" I.P.
- ⊙ = FOUND
- () = TITLE DISTANCE

SHREAD • KUTNERDALL • ASSOC.
 EATON HOUSE, LOUISIANA