

2025-0100

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

ORDINANCE NO. 25-4-7

An ordinance to approve and authorize the Parish President to execute an Act of Sale from RES Barataria, L.L.C. for a certain 1.06 acres, designated as Lot 1A, located along the Southern side of the Hahn Street Extension, in the amount of \$115,525.00.

WHEREAS, Ordinance No. 22-3-7 adopted on March 7, 2022, by the St. Charles Parish Council; approved and authorized the execution of a Professional Services Agreement with Crescent Engineering & Mapping, LLC, to perform engineering services for the King and Hahn Street Drainage Improvements (Project No. P220202), in the amount not to exceed \$432,650.00; and,

WHEREAS, the project will relieve flooding in the residential area East of King Street and North of Hahn Street by providing better drainage conveyance via a more substantial drainage ditch system; and,

WHEREAS, the initial design of the project called for a circuitous route for the drainage, requiring an expensive, long concrete box culvert structure; and,

WHEREAS, RES Barataria, L.L.C. recently purchased Lot 1A as part of a larger land purchase and has no need for Lot 1A in their future plans; and,

WHEREAS, the acquisition of Lot 1A will allow St. Charles Parish to use a ditch system in lieu of the extensive concrete box culvert structure, resulting in saving an approximate \$1.6 million dollars on the project; and,

WHEREAS, an appraisal was completed for Lot 1A on October 15, 2024, that valued the property at \$115,525.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. The Act of Sale by RES Barataria, L.L.C. to St. Charles Parish for the above Lot 1A, 1.06 acres, in the amount of \$115,525.00 is hereby approved and accepted.

SECTION II. That the Parish President is further hereby authorized to execute an Act of Sale of Lot 1A and any and all documents deemed necessary on behalf of St. Charles Parish.

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

YEAS: MOBLEY, FONSECA, WILSON, SKIBA, PILIE, O'DANIELS,
FISHER, DEBRULER

NAYS: NONE

ABSENT: COMARDELLE

And the ordinance was declared adopted this 21st day of April, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Hally Fonseca

SECRETARY: Michelle Infante

DLVD/PARISH PRESIDENT: April 22, 2025

APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell

RETD/SECRETARY: April 24, 2025

AT: 9:50am RECD BY: AK

ACT OF SALE

UNITED STATES OF AMERICA

BY: RES BARATARIA, L.L.C.

STATE OF LOUISIANA

TO: ST. CHARLES PARISH

PARISH OF ST. CHARLES

BE IT KNOWN, on the dates herein written below;

BEFORE the undersigned, Notary Public, duly commissioned and qualified, in and for the Parish of St. Charles, therein residing, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY, CAME AND APPEARED:

RES BARATARIA, L.L.C., a Louisiana limited liability company, authorized to do business in the State of Louisiana, herein represented by its duly authorized member, Resource Environmental Solutions, LLC, herein represented by Frank Cuccio, General Manager, authorized by the attached Written Consent of Sole Member and Sole Manager of RES Barataria, LLC, whose mailing address is 6575 West Loop South, Suite 300, Bellaire, Texas 77401.

hereinafter collectively referred to as **SELLER** who declared that it does by these presents grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver, with warranty of title only and subject to the "As Is" clause set out below, and with full substitution and subrogation in and to all the rights and actions of warranty which it has or may have against all preceding owners and vendors, and including an assignment or subrogation of sellers' personal rights to sue for property damages, unto:

ST. CHARLES PARISH (**-***1208), a political subdivision of the State of Louisiana, herein represented by Matthew Jewell, its Parish President, whose mailing address is P.O. Box 302, Hahnville, LA 70057; authorized pursuant to Ordinance No. _____ adopted by St. Charles Parish Council on the ____ day of _____, 2025, a copy of which is attached hereto and made a part hereof;

hereinafter referred to as **PURCHASER**, here present accepting, and purchasing for itself, its successors and assigns, and acknowledging due delivery and possession thereof, all and singular the following described property, to-wit:

The property is a 1.06 acre tract of land together with all the improvements situated thereon, and all rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, located in St. Charles Parish, Louisiana in Section 03, Township 13 South, Range 20 East, Southeastern West of the Mississippi Land District as designated as "Lot 1A" on said map being attached hereto and made a part hereof, which property is more particularly described as follows:

From a control point called CP1 on the plat, which is the point of commencement, proceed S57°59'59"W a distance of 266.41 feet to a point, said point being the point of beginning; thence continue S21°40'23"E a distance of 100.16 feet to a point; thence proceed S68°15'33"W a distance of 461.44 feet to a point; thence

**proceed N21°59'15"W a distance of 100.00 feet to a point;
thence proceed N68°14'19"E a distance of 461.99 feet to the
point of beginning.**

TO HAVE AND TO HOLD the above-described property unto the said PURCHASER, its heirs and assigns forever. PURCHASER herein assumes all responsibility and liability in connection with reading and reviewing any and all Declarations, Restrictions, and/or Covenants of record before this transfer and do waive and release me, Notary, from any and all liability and responsibility in connection therewith.

This sale is made and accepted for and in consideration of the appraised price and sum of **\$115,525.00 (ONE HUNDRED FIFTEEN THOUSAND FIVE HUNDRED TWENTY-FIVE DOLLARS)**, which said PURCHASER has well and truly paid, in ready and current money to the said SELLER who hereby acknowledges the receipt and sufficiency thereof and grants full acquittance and discharge therefor.

PURCHASER accepts the above-described property subject to the restrictions referred to herein and agrees for itself, its successors and assigns to be bound thereby. PURCHASER has made an independent inspection of the property and is satisfied with the property's condition and suitability for purchaser's intended use.

SELLER confirms that all property taxes for 2024 have been paid. Any and all property taxes for 2025, to the extent applicable, shall be prorated between both parties as of the date of the execution of this sale.

All parties hereby agree to waive the production of tax and mortgage certificates and hereby relieve and release me, Notary, for any liability regarding their non-production. Should any zoning, planning or other Parish ordinances affect this transfer, the parties hereto relieve me, Notary, from any liability or for any responsibility to determine or see to compliance of these regulations. The parties hereto further relieve me, Notary, from any liability or for any responsibility to determine the wetland delineation or flood zone determination pertaining to the above-described property.

The parties hereto declare that they have not requested an Environmental Site Assessment and/or Environmental Impact Study of the herein conveyed property; nor have they requested any kind of study or evaluation of the property or the buildings thereon for any harmful pollutant or noxious substances (including asbestos); nor have they requested any opinion or evaluation of the usability of said property due to any considerations of the environment (including a declaration that the said property is "wetlands"). The parties further acknowledge that said Notary has advised them of the availability of obtaining any of the above evaluations or studies and they

have chosen to proceed without such studies; and they do hereby relieve and release me, Notary, from any responsibility in connection therewith.

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

As the context herein may require, the singular shall be deemed to include the plural and the masculine form shall be deemed to include the feminine and neuter.

PURCHASER declared that pursuant to La. Rev. Stat Ann § 9:2721, the address where property tax and assessment notices are to be mailed is: P.O. Box 302, Hahnville, LA 70057.

THUS, DONE AND PASSED at Hahnville, Louisiana, on this ____ day of _____, 2025, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers, and me, Notary, after reading of the whole.

WITNESSES:

Printed Name: _____

ST. CHARLES PARISH

BY: MATTHEW JEWELL,
its PARISH PRESIDENT

Printed Name: _____

NOTARY PUBLIC

THUS, DONE AND PASSED at _____, Louisiana, on this ____ day of _____, 2025 in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers, and me, Notary, after reading of the whole.

WITNESSES:

RES BARATARIA, L.L.C.

Printed Name: _____

**By: Resource Environmental
Solutions, LLC
its Member**

Printed Name: _____

NOTARY PUBLIC

WRITTEN CONSENT OF SOLE MEMBER AND SOLE MANAGER
OF
RES BARATARIA, LLC

The undersigned, constituting the sole member and sole manager of RES Barataria, LLC, a Louisiana limited liability company (the "Company"), hereby adopts the resolutions set forth herein by written consent without the necessity of a meeting.

RECITALS

WHEREAS, the Company is the owner of certain immovable property as described on Exhibit A attached hereto (the "Property");

WHEREAS, the Company desires to sell and convey the portion of the Property described and/or depicted on Exhibit B attached hereto ("Lot 1");

WHEREAS, the Company desires to grant a drainage servitude over the portion of the Property described and/or depicted on Exhibit C attached hereto (the "Required Drainage Servitude");

WHEREAS, the Company desires to grant an all-purpose servitude over the portion of the Property described and/or depicted on Exhibit D attached hereto (the "20' All Purpose Servitude");

WHEREAS, the undersigned desires that Frank Cuccio, in his capacity as general manager of Resource Environmental Solutions, LLC, as the sole member and sole manager of the Company ("RES"), execute any and all deeds, acts of sale, servitudes or other documents contemplated herein, and take all other action necessary to consummate the transactions contemplated herein.

NOW THEREFORE, the undersigned hereby adopts the following resolutions and the above recitals, which are hereby made an integral part of this Written Consent:

RESOLUTIONS

RESOLVED, that Frank Cuccio, as general manager of RES, in its capacity as manager of the Company, is hereby authorized to execute any and all documents he deems necessary and proper, in his sole and uncontrolled discretion, to carry out the transactions set forth in the recitals above, including the sale of Lot 1 and the grants of the Required Drainage Servitude and 20' All Purpose Servitude for such price and on such other terms and conditions as determined by the above named representative in his sole and uncontrolled discretion, each such transaction being hereby authorized;

RESOLVED FURTHER, and without limiting the foregoing authority, Frank Cuccio, as general manager of RES, is authorized to execute all documents on behalf of the Company in connection with the aforesaid transactions, including but not limited to, any and all deeds, acts of sale, servitudes and such other documents deemed necessary by

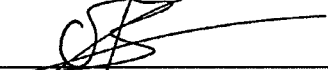
him to accomplish the transactions contemplated herein, in his sole and uncontrolled discretion;

RESOLVED FURTHER, that any and all prior actions of RES and/or Frank Cuccio taken in connection with the authority granted above is hereby ratified and affirmed.

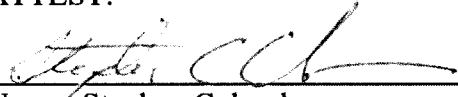
Signatures on the Following Page

Executed by the sole member and sole manager of RES Barataria, LLC on the date set forth below.

Resource Environmental Solutions, LLC,
a Louisiana limited liability company, its Manager

By: 
Name: Sam Burley
Title: General Counsel, Vice President and Secretary

ATTEST:


Name: Stephen Colomb

Date Executed: October 31, 2024

Exhibit "A"

Property Description

PROPERTY NO. 1:

Tract I:

A certain tract of land measuring eight (8) acres and twenty-four (24) toises front on the Mississippi River by a depth of forty (40) to forty-two (42) acres, all more or less, the upper four acres and twenty-four toises thereof losing two degrees in the rear and the lower four acres in the front running back between parallel lines; excepting and reserving from the said tract of land the tract of two hundred (200) feet front on the Public Road by sixty (60) feet in depth allotted to Ulysse J. Keller.

LESS AND EXCEPT the following six portions of property described under I, II, III, IV, V and VI:

I. That portion of the above described property known as "KELLER ACRES SUBDIVISION" at Hahnville, St. Charles Parish, Louisiana, as per revised plan of Subdivision by E.M. Collier, Surveyor, dated September, 1952, copy of which is filed in the office of the Clerk of Court and Recorder of this Parish for reference.

II. That portion of the above described property known as the Village of Hahnville as per plan by O. McLeran, C.E., copy of which is filed in the office of the Clerk of Court and Recorded of this Parish for reference.

III. That portion of the above described property sold to American Marine Corporation by act before Charles M. Steen, Notary, dated November 4, 1968, recorded in COB 83, folio 72.

IV. That portion of the above described property sold to Achille J. Melancon, Jr. by act before James P. Vial, Notary, dated September 27, 1962, recorded in COB 35, folio 236.

V. That portion of the above described property located in Pecan Bayou Subdivision as shown on a plan of survey by E.M. Collier, Surveyor, dated November 23, 1962, and revised February 13, 1963, and all streets on said plan dedicated to St. Charles Parish Police Jury by act of dedication before Leon C. Vial, III, Notary, recorded in COB 39, folio 347.

VI. A certain piece or portion of ground situated in the State of Louisiana, Parish of St. Charles, Section 68, T13S, R20E, designated as 153,283.77 square foot portion of Durant Property and more fully described as follows: Commencing at the intersection of the centerline of Texas & Pacific Railroad right of way line and the line common to Section 10 and Section 68, T13S, R20E, measure thence N17° 46' 00" E a distance of 422.13 feet to a point, the point of beginning. Measure thence N 17° 45' 00" E a distance of 589.94 feet to a point, thence N 64° 45' 00" E a distance of 147.42 feet to a point; thence S 21° 15' 00" E a distance of 468.75 feet to a point; thence S 68° 45' 00" W a distance of 518.32 feet to a point, the point of beginning. Said portion of ground contains 153,283.77 square feet, 3.519 acres, all as more fully shown on plan of survey by BFM Corporation dated June 18, 2000 and revised June 19, 2000.

AND

Those certain tracts of land situated in the Parish of St. Charles, State of Louisiana, in Section 26, T13S, R20E, in the Town of Hahnville, comprising the entire PECAN BAYOU SUBDIVISION, and as more fully described in the plat of survey of Pecan Bayou Subdivision by E.M. Collier, Surveyor, dated November 23, 1962, revised February 13, 1963, a copy of which is on file in the office of the Clerk of Court and Ex-officio Recorder of Conveyances for the Parish of St. Charles, LESS AND EXCEPT the following ten lots, comprising ten of the lots in the Pecan Bayou Subdivision and described as follows: Block 1, Lot 3; Block 2, Lots 2, 3 and 4; Block 3, Lots 3 and 5; Block 4, Lots 2, 5 and 7; Block 9, comprised of one lot.

Acquired from American Marine Corporation by act recorded in COB 498, folio 794, St. Charles Parish, Louisiana;

Tract II:

A certain piece or portion of ground situated in the State of Louisiana, Parish of St. Charles, Section 24, T13S, R20E, designated as 70,334.60 square feet, portion of St. Charles Parish Property and more fully described as follows: Commencing at the intersection of the centerline of Texas & Pacific Railroad right of way line and the line common to Section 10 and Section 68, T13S, R20E, measure thence N 17° 45' 00" E a distance of 422.13 feet to a point; thence N 68° 45' 00" E a distance of 1,597.50 to a point, the point of beginning. Thence N 24° 11' 57" W a distance of 50.07 feet to a point, thence N 68° 45' 00" E a distance of 1,407.98 feet to a point; thence S 21° 15' 00" E a distance of 50.00 feet to a point, thence S 68° 45' 00" W a distance of 1,405.50 feet to a point, the point of beginning, containing 70,334.60 square feet as shown on survey by BFM Corporation dated June 18, 2000, revised June 19, 2000. Acquired in act of exchange with St. Charles Parish dated 6/29/00.

PROPERTY NO. 2:

That portion of ground situated in the Parish of St. Charles, State of Louisiana, on the right descending bank of the Mississippi River, and which said portion of ground comprises all of that part of a certain tract of land, measuring 8 acres and 24 toises front on the Mississippi River by a depth of 40 to 42 acres, all or more less, bounded, now or formerly, above by property of Ulysses J. Keller and below by property of L.M. Granier and L.B. Labadot, lying between the river side of the levee and the mean low water line of the Mississippi River, containing 35 acres, more or less.

And according to a survey by R.P. Fontcuberta, Jr., Registered Land Surveyor, dated July 1, 1981, the property is described as follows:

From Monument L.M.S. 370, set at U.S. Army Corps of Engineers Sta. No. 2716+86.53, go North 17° 47' 30" West a distance of 126.63 feet to a 1/2 inch iron rod set at Sta. No. 2715+59.41, the POINT OF BEGINNING. From the Point of Beginning go North 68° 20' 19" East a distance of 1584.80 feet to a 1/2 inch iron rod; thence North 68° 20' 19" East to the ordinary low water mark of the Mississippi River, being the southeast corner of the parcel herein described; then return to the Point of Beginning and run North 17° 47' 30" West a distance of 487.13 feet to Monument L.M.S. 369, Sta. No. 2710+72.28; thence North 05° 11' 26" West a distance of 1305.66 feet to Monument L.M.S. 368, Sta. No.

2697+67.07; thence North 10° 37' 50" West a distance of 91.49 feet to Monument L.M.S. 367, Sta. No. 2696+75.61; thence North 24° 22' 54" West a distance of 286.95 feet to a 1/2 inch iron rod at Sta. No. 2693+88.66; thence North 62° 03' 00" East a distance of 737.49 feet to a 1/2 inch iron rod; thence North 62° 03' 00" East to the ordinary low water mark of the Mississippi River; thence along the ordinary low water line of the Mississippi River in a downstream direction to the southeast corner of the parcel hereinabove described.

PROPERTY NO. 3:

Those certain tracts situated in the Parish of St. Charles, State of Louisiana, in Section 26, Township 13 South, Range 20 East, in the Town of Hahnville, located in what is known as the PECAN BAYOU SUBDIVISION, and as more fully described in the plat of survey of Pecan Bayou Subdivision by E.M. Collier, Surveyor, dated November 23, 1962, revised February 13, 1963, copy of which is on file in the office of the Clerk of Court and Ex-officio Recorder of Conveyances for the Parish of St. Charles for reference; and according to said survey, the lots conveyed herein are designated as:

LOTS 4, 5 and 6, Block 5

LOTS 5, 6 and 7, Block 6

LOTS 1, 2, 3, 4, 5 and 6, Block 7

LOTS 1, 2, 3, 4, 5 and 6, Block 8

PROPERTY NO. 4:

That certain piece or portion of ground situated in the Parish of St. Charles, State of Louisiana, in Section 26, Township 13 South, Range 20 East, Southeast District of Louisiana, in the Town of Hahnville, West of the Mississippi River, in Pecan Bayou Subdivision, in accordance with the subdivision plan of E.M. Collier, Surveyor, dated November 23, 1962, revised February 13, 1963, a copy of which is on record in the office of the Clerk of Court and Ex-officio Recorder of Conveyances for the Parish of St. Charles, said piece or portion of ground is designated as follows:

LOT 3, BLOCK 8, measuring 85.09 feet front on Walnut Street, 72.16 feet in the rear, by a depth of 112.48 feet right side and 111.74 feet left side; all as shown on E.M. Collier, Surveyor, subdivision plans dated November 23, 1962, and February 13, 1963.

LESS & EXCEPT THE FOLLOWING:

Those certain parcels of situated in the Parish of St. Charles, State of Louisiana, Town of Hahnville, located in what is known as PECAN BAYOU SUBDIVISION and designated as PARCEL A and PARCEL B, which parcels were approved by the St. Charles Parish Council under Ordinance Nos. 19-1-5 and 19-1-6, respectively. Parcel A is more particularly shown and described on the map by Jeff Ruello, PLS, dated 9/22/18 and revised 12/4/18, dated 6/24/04 recorded in the official records of said parish and state at COB 872, folio 708. Parcel B is more particularly shown and described on the map by Jeff Ruello, PLS, dated 9/22/18, revised 12/4/18, recorded in the official records of said parish and state as COB 872, folio 701. Said parcels of land have the same measurements and dimensions as shown on said maps.

Exhibit "B"

Lot 1 Description

General Description:

The property is a 1.06 acre tract of land together with all the improvements situated thereon, and all rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, located in in St. Charles Parish, Louisiana in Section 03, Township 13 South, Range 20 East, Southeastern West of the Mississippi Land District. The property is the site of the proposed subdivided property, identified as LOT 1 as shown on sheet 1 of the subdivision map for Parish Project No. P220202. The maps were prepared by Crescent Engineering and Mapping, LLC, and Matthew Ladet, P.L.S. dated October 31, 2023, said map being attached hereto and made a part hereof, which property is more particularly described as follows:

Particular Description:

From a control point called CP1 on the plat, which is the point of commencement, proceed S58°00'01"W a distance of 266.41 feet to a point, said point being the point of beginning; thence continue S21°40'23"E a distance of 100.16 feet to a point; thence proceed S68°15'33"W a distance of 461.44 feet to a point; thence proceed N21°59'15"W a distance of 100.00 feet to a point; thence proceed N58°14'19"E a distance of 461.99 feet to the point of beginning.

All of which comprises LOT 1 as shown on sheet 1 of the subdivision map for Parish Project No. P220202 and contains an area of 46209.40 square feet or 1.06 acres.

Exhibit "C"

Required Drainage Servitude Description

General Description:

The property is a 3.17 acre tract of land together with all the improvements situated thereon, and all rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, located in in St. Charles Parish, Louisiana in Section 03,24, & 26, Township 13 South, Range 20 East, Southeastern West of the Mississippi Land District. The property is the site of the proposed drainage servitude, identified as REQUIRED DRAINAGE SERVITUDE as shown on sheet 1 of the Servitude map for Parish Project No. P220202. The maps were prepared by Crescent Engineering and Mapping, LLC, and Matthew Ledet, P.L.S. dated October 31, 2023, said map being attached hereto and made a part hereof, which property is more particularly described as follows:

Particular Description:

From a control point called CP3 on the plat, which is the point of commencement, proceed N05°32'53"E a distance of 24.11 feet to a point, said point being the point of beginning; thence continue S68°00'45"W a distance of 20.03 feet to a point; thence proceed N68°00'45"E a distance of 4171.39 feet to a point; thence continue S68°14'19"W a distance of 364.40 feet to a point, said point being the point of beginning; thence proceed N22°15'42"W a distance of 1416.61 feet to a point; thence proceed N68°29'22"E a distance of 86.80 feet to a point; thence proceed S21°35'57"E a distance of 253.68 feet to a point; thence proceed N68°28'12"E a distance of 16.14 feet to a point; thence proceed S22°15'42"E a distance of 1143.91 feet to a point; thence proceed S19°16'22"E a distance of 20.02 feet to a point; thence proceed S68°14'19"W a distance of 98.96 feet to the point of beginning.

All of which comprises REQUIRED DRAINAGE SERVITUDE as shown on sheet 1 of the Servitude map for Parish Project No. P220202 and contains an area of 138050.44 square feet or 3.17 acres.

Exhibit "D"

20' All Purpose Servitude

General Description:

The property is a 2.13 acre tract of land together with all the improvements situated thereon, and all rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, located in in St. Charles Parish, Louisiana in Section 03,24, & 26, Township 13 South, Range 20 East, Southeastern West of the Mississippi Land District. The property is the site of the proposed drainage servitude, identified as 20' ALL PURPOSE SERVITUDE as shown on sheet 1 of the Servitude map for Parish Project No. P220202. The maps were prepared by Crescent Engineering and Mapping, LLC, and Matthew Ledet, P.L.S. dated October 31, 2023, said map being attached hereto and made a part hereof, which property is more particularly described as follows:

Particular Description:

From a control point called CP3 on the plat, which is the point of commencement, proceed N05°32'53"E a distance of 24.11 feet to a point, said point being the point of beginning; thence continue S68°00'45"W a distance of 20.03 feet to a point; thence proceed N68°00'45"E a distance of 4171.39 feet to a point; thence proceed N68°14'19"E a distance of 364.40 feet to a point; thence proceed N68°14'19"E a distance of 98.96 feet to a point; thence proceed S19°16'22"E a distance of 20.02 feet to a point; thence proceed S68°14'19"W a distance of 462.01 feet to a point; thence proceed S68°00'45"W a distance of 4170.32 feet to the point of beginning.

All of which comprises 20' ALL PURPOSE SERVITUDE as shown on sheet 1 of the servitude map for Parish Project No. P220202 and contains an area of 92675.17 square feet or 2.13 acres.