

2016-0179

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 16-5-5

An ordinance to approve and authorize the Parish President to acquire a temporary construction servitude in Section 47, Township 13 South, Range 21 East in St. Charles Parish which property is more particularly described in the Donation of Temporary Construction Servitude, attached hereto and made a part hereof, from Mary Ann Vial wife of/and Harry T. Lemmon, as their interests may appear, said property to be used by St. Charles Parish for drainage purposes in connection with the Primrose Culvert Improvement Project.

WHEREAS, areas in Luling and Mimosa Park, located in St. Charles Parish, Louisiana have a history of flooding and drainage concerns; and,

WHEREAS, an Engineering Analysis was done on the Primrose Canal, which included recommendations to replace drainage culverts in said area to improve the drainage capacity; and,

WHEREAS, the proposed drainage improvement project requires the acquisition of a temporary construction servitude in Section 47, Township 13 South, Range 21 East in St. Charles Parish which property is more particularly described in the Donation of Temporary Construction Servitude, attached hereto; and,

WHEREAS, the drainage project and the acquisition of the hereinafter described property 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 enter into and accept the donation of a Temporary Construction Servitude across the property more particularly described in the Donation of Temporary Construction Servitude attached hereto and made a part hereof, from Mary Ann Vial wife of/and Harry T. Lemmon, as their interests may appear, said property is to be used by St. Charles Parish for drainage purposes, including but not limited to the replacement and installation of a drainage culvert.

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, HOGAN, WILSON, CLULEE, GIBBS, BELLOCK,
FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: WOODRUFF

And the ordinance was declared adopted the 2nd day of May, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: 5/3/16
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: 5/3/16
AT: [Signature] RECD BY: [Signature]

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON June 8, 2016
AS ENTRY NO. 415452
IN MORTGAGE/CONVEYANCE BOOK
NO. 833 FOLIO 396

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

DONATION OF TEMPORARY
CONSTRUCTION SERVITUDE

BY AND BETWEEN
MARY ANN VIAL WIFE OF/ AND
HARRY T. LEMMON

AND

ST. CHARLES PARISH

BE IT KNOWN, that on this 30th day of March in the year two thousand and sixteen (2016).

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

APPEARED:

MARY ANN VIAL, WIFE OF/AND HARRY T. LEMMON, both persons of legal age and residents of the Parish of St. Charles, State of Louisiana, who have declared unto me that they have been married but once and then to each other and that they are presently living and residing together;

hereinafter designated as "GRANTOR", does hereby make a donation unto:

ST. CHARLES PARISH, a political subdivision of the State of Louisiana, herein represented by Larry Cochran, its Parish President, whose mailing address is P. O. Box 302, Hahnville, Louisiana, 70057; and pursuant to Ordinance No. 16-5-5, adopted by St. Charles Parish Council on May 2, 2016, 2016 a copy of which is attached hereto and made a part hereof;

hereinafter designated as "GRANTEE", here present, accepting and acknowledging the following donation of a grant of temporary servitude for the purposes of constructing, installing, repairing and/or replacing a drainage culvert, driveway, and temporary bypass,

through, around, under and/or over the following described property, as shown in Exhibit A, situated in St. Charles Parish, to wit: 2

A parcel of land located in St. Charles Parish Parish, Louisiana in Section 47, Township 13 South, Range 21 East, West of the Mississippi River, in St. Charles Parish, Louisiana and more particularly described as follows:

Commencing at a point on the south pavement edge of Primrose Drive, having coordinates X=3,589,853.95, Y=510,832.85, also known as the point of beginning. Thence S68°27'16"E a distance of 70.48 feet to a point; thence S64°47'38"E a distance of 47.56 feet to a point; thence S63°24'23"E a distance of 16.93 feet to a point; thence S17°32'36"W a distance of 120.60 feet to a point; thence N65°20'08"W a distance of 135.00 feet to a point; thence N17°32'36"E a distance of 120.24 feet to a point, the point of beginning.

Said parcel contains 0.37 acres of land, as shown on a sketch by GCR Inc. titled "Culvert Replacement, Milmosa Drive (P090201-3), St. Charles Parish, Louisiana – Mary Ann Vial, Wife of/And, Harry T. Lemmon", dated August 4, 2015.

This temporary servitude is being granted for the purposes of constructing, installing, repairing and/or replacing a drainage culvert, driveway, and temporary bypass and GRANTOR grants unto GRANTEE the right of ingress and egress to and from said servitude for the purpose of constructing, installing, repairing and/or replacing of said drainage culvert, driveway, and temporary bypass. GRANTOR further retains the rights to fully use and enjoy the above-described property, except as to the rights here and above granted.

In the event a third party suffers injury in the construction, installation, repair or replacement of a drainage culvert, driveway or temporary bypass, GRANTEE agrees to indemnify and hold harmless GRANTOR for any and all damages.

To have and to hold said temporary servitude, easement, and right of way unto said GRANTEE, its successors and assigns for a period not to exceed three (3) months, beginning with the first date of possession of the land by GRANTEE or until said easement shall be no longer useful for the above named purposes, whichever occurs first.

[Remainder of page intentionally left blank] 3

THUS DONE AND SIGNED by the parties hereto at my office in Luling, Louisiana,
on the date first above written, in the presence of me, Notary, and the following competent
witnesses who have signed in the presence of the parties and me, Notary.

WITNESSES:

Robin Frieze Cortez
Robin Frieze Cortez
Print Name

Cesyle Nelson
Cesyle Nelson
Print Name

WITNESSES:

Billy Raymond
Billy Raymond
Print Name

Robt S. Delhoussay
Robt S. Delhoussay
Print Name:

GRANTOR:

Mary Ann Vial Lemmon
MARY ANN VIAL LEMMON

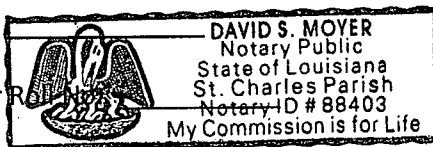
Harry T. Lemmon
HARRY T. LEMMON

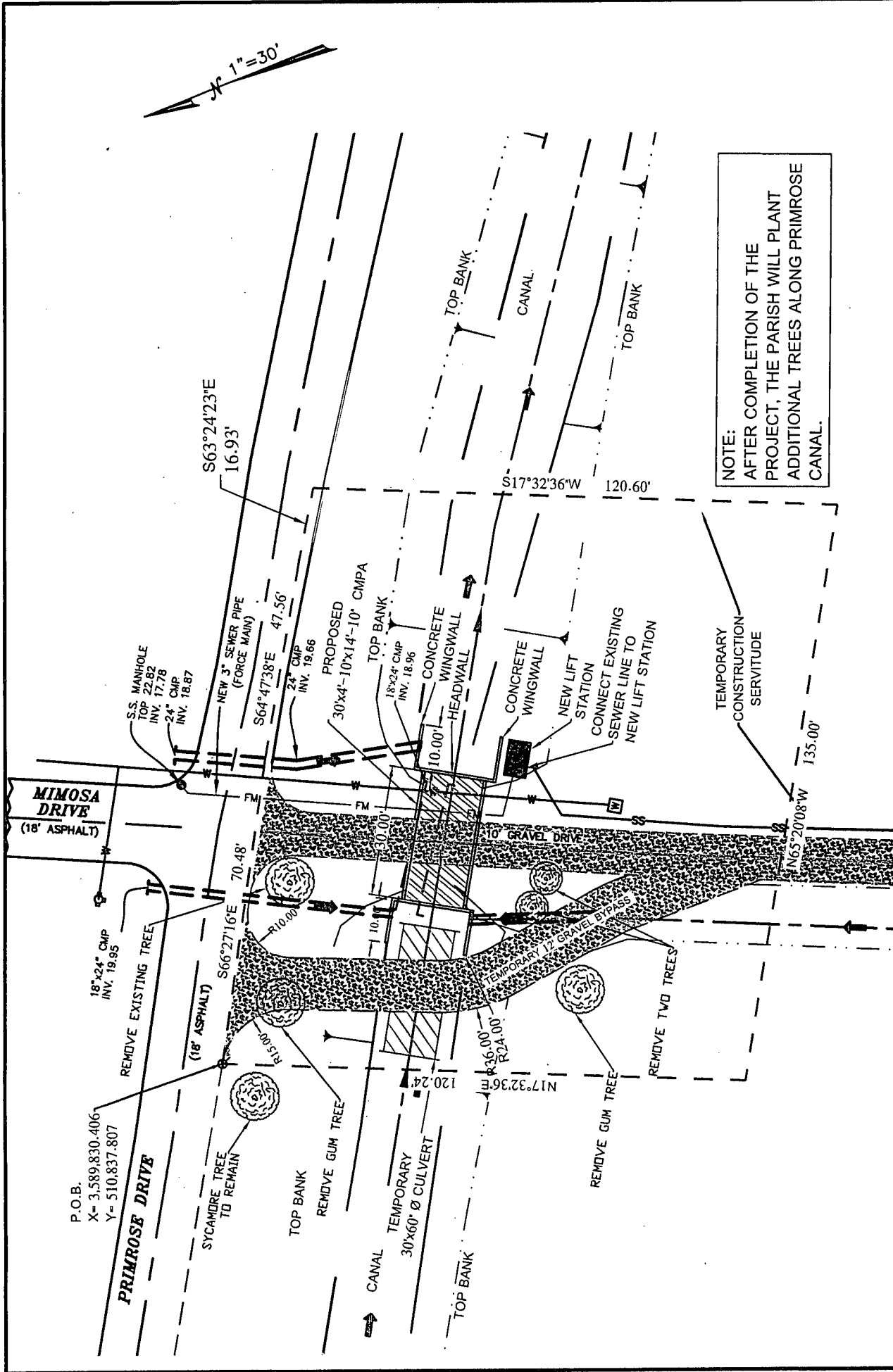
GRANTEE:
ST CHARLES PARISH

Larry Coghlan
LARRY COGHRAN
PARISH PRESIDENT

David S. Moyer
NOTARY PUBLIC
My Commission Expires:

Notary Identification or Bar No.





NOTE:
 AFTER COMPLETION OF THE
 PROJECT, THE PARISH WILL PLANT
 ADDITIONAL TREES ALONG PRIMROSE
 CANAL.



**PROFESSIONAL
 ENGINEERING AND
 ENVIRONMENTAL
 CONSULTANTS, INC.**
 ENGINEERS, PLANNERS AND ENVIRONMENTAL CONSULTANTS
 1065 Muller Parkway, Suite B, Westwego, LA 70094

SCALE: 1"=30'

MIMOSA CULVERT
 REPLACEMENT

MIMOSA CULVERT REPLACEMENT

DATE: OCTOBER 20, 2015
 SHEET 2 OF 2

REV. NO.