

Certified Copy

St. Charles Parish Clerk of Court
P.O. Box 424
Hahnville, LA 70057

Phone (985) 783-6632

Lance Marino
Clerk of Court
Parish of St. Charles

Instrument Number: 495899

Book/Index: COB
Document Type: DONATION
Recording Date: 05/06/2026 2:52 PM CDT

Grantor 1: VIAL, STEPHEN O
Grantee 1: ST CHARLES PARISH

THIS PAGE IS RECORDED AS PART OF YOUR DOCUMENT AND
SHOULD BE RETAINED WITH ANY COPIES.

THE ATTACHED DOCUMENT IS A **CERTIFIED TRUE AND CORRECT COPY** THAT WAS
RECORDED ON THE DATE AND TIME LISTED ABOVE AND CERTIFIED ON THE SAME.



Aubrey Waguespack
Aubrey Waguespack, Deputy Clerk

DONATION OF SERVITUDE

UNITED STATES OF AMERICA

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

STATE OF LOUISIANA

TO: ST. CHARLES PARISH

PARISH OF ST. CHARLES

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

PERSONALLY, CAME AND APPEARED:

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

and

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

hereinafter referred to as **Donors**;

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

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

hereinafter referred to as **Donee**;

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

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

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

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

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

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

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

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

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

[Remainder of page left intentionally blank]

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

WITNESSES:

Ashley Basset

Ashley Basset
Print Name

Madeline Fisher

Print Name Madeline Fisher

DONORS:

[Signature]
STEPHEN O. VIAL

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

[Signature]

NOTARY PUBLIC

Print Name Coley M. Aubrey

My Commission Expires: For Life

My Notary Identification or Bar Roll No.: 28709

CERTIFIED TRUE & CORRECT AS PER
MINUTES DATED 4-20-2026

[Signature]
SECRETARY
ST. CHARLES PARISH COUNCIL

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

WITNESSES:

DONORS:

Mary Ann Lemmon

Mary Ann Lemmon
Print Name

[Signature]
Print Name Lisa Mayerhafer

STEPHEN O. VIAL

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

[Signature]
NOTARY PUBLIC

Print Name _____

My Commission Expires: _____

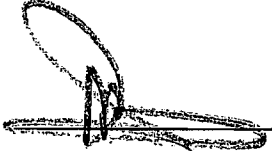
My Notary Identification or Bar Roll No.: _____

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

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

WITNESSES:

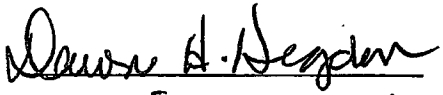
DONEE:




MIKE PALAMONE
Print Name



ST. CHARLES PARISH
BY: MATTHEW JEWELL
PARISH PRESIDENT



Print Name DAWN H. HIBDON



NOTARY PUBLIC

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

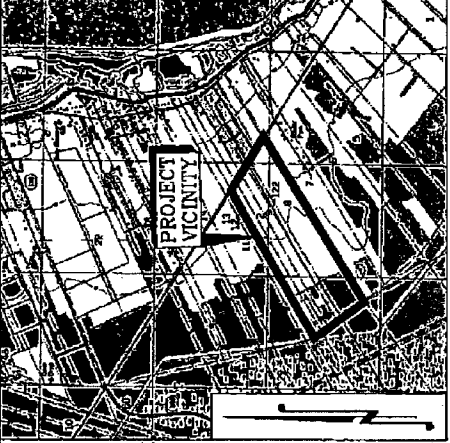
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PROPOSED DRAINAGE SERVITUDE PLAT
ON THE VAL, FLENKEN, AND
JCJR ST CHARLES, LLC PROPERTIES
LOCATED IN 159-B08
SECTION 24, R12 & 123
ST. CHARLES PARISH, LA

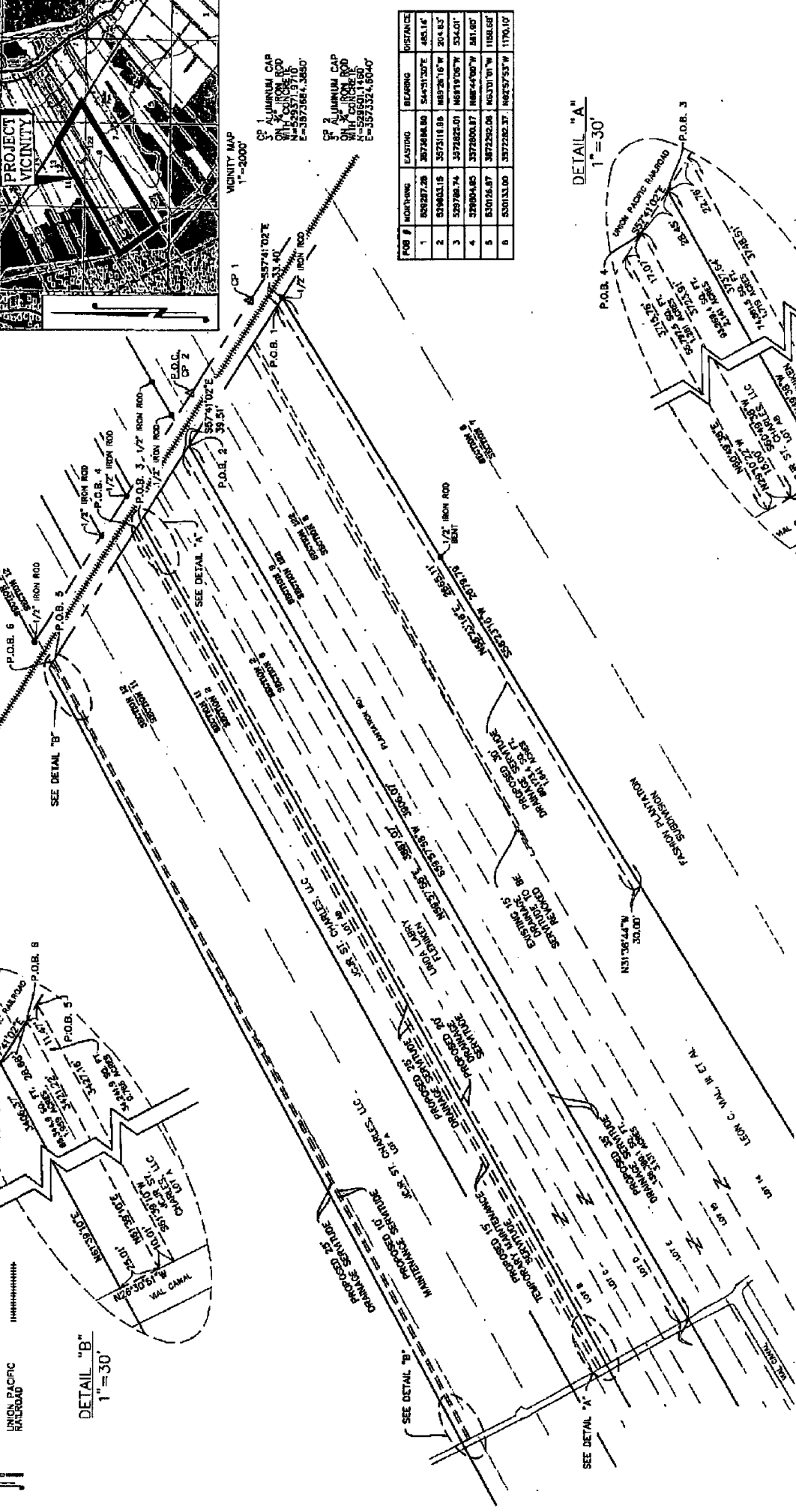
NO.	DATE	REVISION
1	02/27/2025	FINAL PLAN FOR RECORD
2	02/27/2025	CHANGE TO SERVITUDE ON COB 134 PG 42
3	02/27/2025	CHANGE TO SERVITUDE ON COB 677 PG 71
4	02/27/2025	CHANGE TO SERVITUDE ON COB 485404
5	02/27/2025	CHANGE TO SERVITUDE ON COB 485235
6	02/27/2025	CHANGE TO SERVITUDE ON COB 483877

THIS IS TO CERTIFY THAT THE INFORMATION CONTAINED HEREIN WAS OBTAINED FROM THE RECORDS OF THE PUBLIC LANDS OFFICE OF THE STATE OF LOUISIANA AND THAT THE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I AM A LICENSED SURVEYOR IN THE STATE OF LOUISIANA AND AM NOT PROVIDING ANY GUARANTEE OR WARRANTY OF ANY KIND FOR THIS INFORMATION. ANY USER OF THIS INFORMATION SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND OFFICIALS. THIS INFORMATION IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF CRESCENT ENGINEERING & MAPPING, L.L.C.

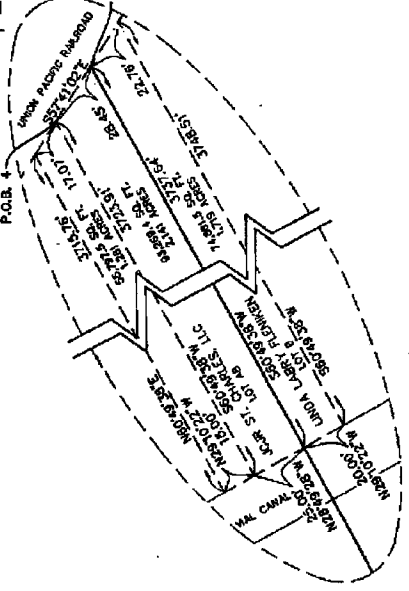


POB #	MODERNO	EASTING	BEARING	DISTANCE
1	5022872.28	3272688.80	S45°31'30"E	486.14
2	5198043.15	3575111.85	N85°26'16"W	204.83
3	529786.74	3272682.01	N88°19'08"W	234.01
4	3288846.85	3272682.01	N88°44'08"W	261.87
5	5300726.87	3272362.08	N63°31'01"W	1188.87
6	5301333.00	3272282.37	N62°57'53"W	1170.17

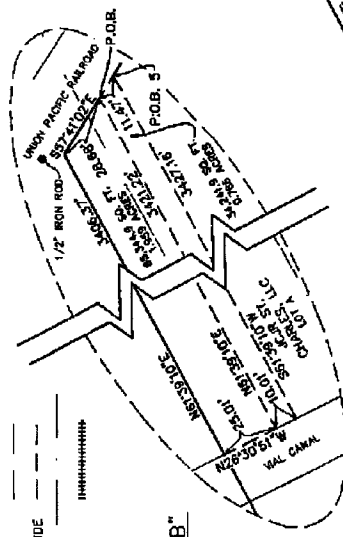
- NOTES:
1. ALL PIPES AND MONUMENTS SHOWN HEREIN WERE FOUND.
 2. THE COORDINATES AND BEARINGS SHOWN HEREIN ARE BASED ON LOUISIANA STATE PLANE COORDINATE SYSTEM, NAD 83 (EPSG: 4973).
 3. THE SURVEY IS TO BE CONDUCTED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF GOVERNING AUTHORITIES WHICH MAY AFFECT RIGHTS-OF-WAY, EXCEPT AS OTHERWISE SHOWN HEREON.
 4. THE REMAINING AREAS ARE SCALED VALUES AND INCLUDE THE AREA FROM SOUTH/WEST OF THE RAILROAD TO THE EAST RIGHT OF WAY OF 3127.



DETAIL "A"
1" = 30'



DETAIL "B"
1" = 30'



- LEGEND:
- MONUMENT
 - PROPERTY LINE
 - LOT LINE
 - EXISTING SERVITUDE
 - SECTION LINE
 - UNION PACIFIC RAILROAD

OWNER	ACQUISITION	SERVITUDE AREA	REMAINING AREA
LEON C. VAL, III ET AL	COB 134 PG 42 NOVEMBER 29, 1972	1,841 AC. 80,173.4 S.F.	102,854 AC. 4,480,305.8 S.F.
UNDA LABRY FLENKEN	COB 677 PG 71 SEPTEMBER 7, 2006	4,849 AC. 211,241.83 S.F.	46,218 AC. 2,013,155.9 S.F.
JCJR ST. CHARLES, LLC	INST. NO. 485404 JANUARY 17, 2025 INST. NO. 485235 JULY 31, 2024 INST. NO. 483877 MAY 31, 2024	8,167 AC. 288,633.7 S.F.	81,868 AC. 3,567,026.7 S.F.



**GENERAL MANDATE
(DURABLE POWER OF ATTORNEY)**

BY: LEON C. VIAL, III

* UNITED STATES OF AMERICA

*

* STATE OF LOUISIANA

*

* PARISH OF ST. CHARLES

TO: MARY JANET VIAL

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

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

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

Who declared that PRINCIPAL hereby designates:

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

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

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

General Mandate
(Durable Power of Attorney)
By: Leon C. Vial, III
To: Mary Janet Vial
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(7) Sell, quitclaim, donate, partition, exchange, compromise, mortgage, assign, lease and/or pledge any or all property, interests or rights of any kind owned or to be acquired by PRINCIPAL, including rights in corporeal and incorporeal property, movables and immovables (specifically including all real estate interests owned by PRINCIPAL, wherever (located), and to receive and receipt for any sums or rights received hereby;

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

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

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

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

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

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

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

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

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

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

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

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

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


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

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

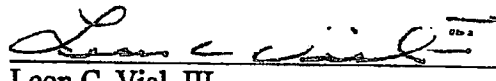
PRINCIPAL confirms that a certified or true copy of this General Mandate has the same effect as the original

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

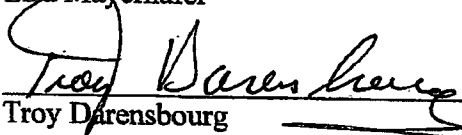
WITNESSES:



Lisa Mayerhafer



Leon C. Vial, III



Troy Darenbourg



Mary Janet Vial



J. Roslyn Lemmon – Notary Public

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

A TRUE COPY



J. Roslyn Lemmon
LA Bar No. 19951
Notary Public, State of Louisiana



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2026-0128

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

ORDINANCE NO. 26-4-7

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

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

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

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

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

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

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

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

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

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

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

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

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

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

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

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

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

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

CERTIFIED TRUE & CORRECT AS PER
MINUTES DATED 4-28-2026
Michelle Dupontato
SECRETARY
ST. CHARLES PARISH COUNCIL

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