

Orcl.

2014-0024

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
TERRELL D. WILSON, COUNCILMAN, DISTRICT I**

ORDINANCE NO. 14-2-5

An ordinance to approve and authorize the execution of an Act of Onerous Donation by 3C Riverside Properties, LLC, to St. Charles Parish for a certain eighty-five feet wide parcel of property adjacent to the Killona Park at 201 LA 3141 in Killona.

WHEREAS, on September 9, 2002, the St. Charles Parish Council adopted Ordinance No. 02-9-1 approving and authorizing the execution of an Act of Onerous Donation by 3C Riverside Properties, LLC, of Lot A-2 located at 201 Highway 3141 in Killona, now known as Killona Park; and,

WHEREAS, on June 4, 2012, the St. Charles Parish Council adopted Ordinance No. 12-6-4 approving and authorizing the execution of an Act of Onerous Donation by 3C Riverside Properties, LLC, for a certain eighty feet wide parcel of property adjacent to the Killona Park; and,

WHEREAS, the Parish is in need of an additional eighty-five feet wide parcel of property to accommodate the future community center at the Killona Park and 3C Riverside Properties, LLC, has agreed to donate said additional property to the Parish, as more fully shown as Lot A-2B on the survey by Lucien C. Gassen, PLS, dated October 2, 2013; and,

WHEREAS, it is the desire of the Parish Council to accept said Act of Onerous Donation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Act of Onerous Donation by 3C Riverside Properties, LLC, to St. Charles Parish for a certain Parcel of property as shown on the survey by Lucien C. Gassen, PLS, dated October 2, 2013, is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute said Act of Onerous Donation on behalf of St. Charles Parish.

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

YEAS: SCHEXNAYDRE, TASTET, WILSON, WOODRUFF, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 17th day of February, 2014, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____
SECRETARY: _____
DLVD/PARISH PRESIDENT: 2-19-14
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: Wilson
RETD/SECRETARY: 2-19-14
AT: 2:00 pm RECD BY: Terrell

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON March 11, 2014
AS ENTRY NO. 395958
IN MORTGAGE/CONVEYANCE BOOK
NO. 798 FOLIO 597

ACT OF ONEROUS DONATION
BY: 3C RIVERSIDE PROPERTIES, LLC
TO: ST. CHARLES PARISH

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

BE IT KNOWN, that on the dates indicated below.

BEFORE the undersigned Notary Public, duly commissioned and qualified, in and for the respective Parish/County and State, therein residing, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

3C RIVERSIDE PROPERTIES, L.L.C. (-***4078)**, a Louisiana Limited Liability Company having an address of 871 Ridgeway Loop Road, Suite 106, TN 38120, represented herein by Harry R. Coleman, III, its Manager/President, duly authorized by Certificate of Authority attached hereto and made a part hereof;

hereinafter referred to as Donor, which declared that it does by these presents donate, give, grant, bargain, convey, transfer, assign, set over, abandon and deliver, without any warranties whatsoever, but 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, unto:

ST. CHARLES PARISH, a political subdivision of the State of Louisiana, herein represented by its President, V. J. St. Pierre, Jr., whose mailing address is P. O. Box 302, Hahnville, Louisiana, 70057; and pursuant to File No. 2014-0024, Ordinance No. 14-2-5 adopted by the St. Charles Parish Council on 2/17/14, a copy of which is attached hereto and made a part hereof;

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

ALL OF THAT PORTION OF FORMER Lot A-1A that has been resubdivided into former Lot A-2A to create what is now designated as Lot A-2B according to that certain Plan of Resubdivision by Lucien C. Gassen, dated October 2, 2013, entitled: "Resubdivision of Lots A-1A & A-2A Killona Playground Subdivision into Lots A-1B & A-2B in Section 62, T12S - R19E St. Charles Parish, Louisiana" recorded at COB 797, folio 1185 and incorporated herein by reference, pursuant to which the property donated herein measures a first front along LA Hwy. No. 3141 of 67.15 feet and a second front of 18.38 feet, with a width in the rear of 85.5± feet, by a depth along the sideline in common with what is now designated as Lot A-1B of 275.05 feet, and a depth along the opposite sideline of 276.29 feet, together with all the buildings and improvements thereon and all the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining.

Being a portion of the same property acquired by Donor from Koch Properties, Inc. by Act of Limited Warranty Deed dated August 26, 1997 recorded at COB 526, folio 130 of the official records of St. Charles Parish, Louisiana.

The above described property is subject to all outstanding mineral conveyances, mineral reservations, mineral releases, mineral servitudes and any existing easements, servitudes, rights of ways, and leases of any nature or kind whatsoever, of record and in existence; Donee acknowledges that the undersigned Notary Public has not conducted a title examination on the above described property to determine what, if any, restrictions, encumbrances or other matters of record apply to or affect the above-described property.

TO HAVE AND TO HOLD the above described property unto the said Donee, its successors and assigns forever.

This onerous donation is made and accepted subject to the condition that Donee shall not change, or allow to be changed, the zoning classification assigned to the above-described property in such a manner that would impose a greater buffer zone requirement, or other restriction, condition or limitation, than what presently applies to the development or use of Donor's surrounding property. This onerous donation is further made and accepted subject to the stipulation that the above-described property and all improvements constructed thereon shall continue to be used for public recreational purposes.

In the event the conditions, covenants, provisions and stipulations recited above are not satisfied, this Act shall be deemed rescinded and title to the above-described property, and all improvements thereon, shall automatically revert to Donor without any further action or consent required of Donee and without any obligation on Donor to compensate Donee for any improvements thereto.

Donor further reserves unto itself, its successors and assigns, and excepts from this donation, all of the oil, gas and other minerals in, under and which may be produced from the property herein donated, it being understood, however that Donor, its successors and assigns, shall have the right to produce oil, gas or other minerals in, under or from the property herein conveyed by the use of directional drilling methods only, and thus hereby waives surface rights.

Donee has accepted and does hereby accept and acknowledge delivery of the above described property from Donor, subject to and in conformity with all the conditions, covenants, provisions and stipulations set forth above.

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 act, the parties hereto relieve me, Notary, from any liability or for any responsibility to determine or see to compliance of these regulations. 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.

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.

All state and parish taxes for the year 2013 have been paid by Donor. All state and parish taxes for the year 2014 shall be assumed by Donee.

THUS DONE AND PASSED in Memphis, Tennessee, on the 23rd day of January, 2014, 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:

John V. Miller
Printed Name: John Miller

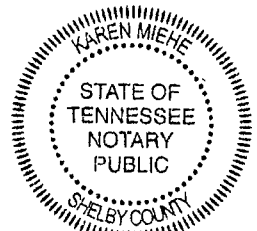
Chris Deal
Printed Name: Chris Deal

DONOR:

3C RIVERSIDE PROPERTIES, LLC

Harry R. Coleman, III
BY: HARRY R. COLEMAN, III
ITS: MANAGER/PRESIDENT

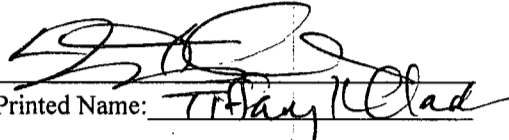
Karen Mische
NOTARY PUBLIC
Printed Name: Karen Mische
Notary/Bar No.: _____




MY COMMISSION EXPIRES
October 21, 2017


THUS DONE AND PASSED at Hahnville, Louisiana, on the 19th day of February, 2014, 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: Tiffany Ullad


Printed Name: Valerie Berthelot

**ACCEPTANCE BY DONEE:
ST. CHARLES PARISH**


BY: V. J. ST. PIERRE, JR.
ITS: PRESIDENT


NOTARY PUBLIC
Printed Name: Lois C. V. [unclear]
Notary/Bar No.: # 58825

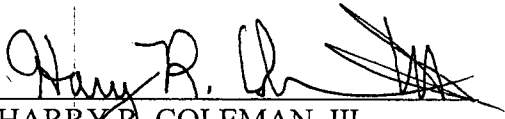
**CERTIFICATE OF AUTHORITY
3C RIVERSIDE PROPERTIES, L.L.C.**

In lieu of a special meeting of the sole member/manager of 3C RIVERSIDE PROPERTIES, L.L.C., a Louisiana limited liability company (the "Company"), the undersigned, being the sole member/manager of the Company, and acting by written consent, does hereby unanimously adopt the following resolutions:

RESOLVED, that Harry R. Coleman, III is authorized on behalf of the Company to execute an Act of Donation for the purpose of donating the following described property to St. Charles Parish, with said Act of Donation to contain such terms and provisions as he deems acceptable:

ALL OF THAT PORTION OF FORMER Lot A-1A that has been resubdivided into former Lot A-2A to create what is now designated as Lot A-2B according to that certain Plan of Resubdivision by Lucien C. Gassen, dated October 2, 2013, entitled: "Resubdivision of Lots A-1A & A-2A Killona Playground Subdivision into Lots A-1B & A-2B in Section 62, T12S - R19E St. Charles Parish, Louisiana" incorporated herein by reference, pursuant to which the property donated herein measures a first front along LA Hwy. No. 3141 of 67.15 feet and a second front of 18.38 feet, with a width in the rear of 85.5± feet, by a depth along the sideline in common with what is now designated as Lot A-1B of 275.05 feet, and a depth along the opposite sideline of 276.29 feet, together with all the buildings and improvements thereon and all the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining.

IN WITNESS WHEREOF, the undersigned members and managers have executed this Written Consent on the 23rd day of January, 2014.


HARRY R. COLEMAN, III
SOLE MEMBER/MANAGER

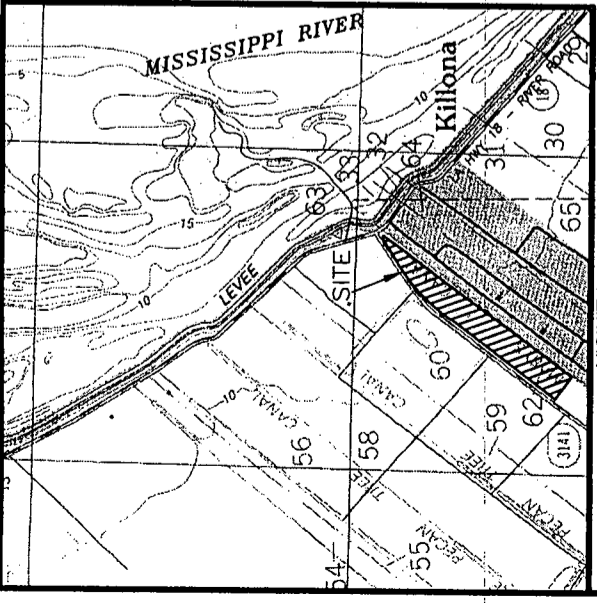
Approved/Disapproved
 St. Charles Parish Director of Planning & Zoning
 1/30/2014
 Date

Approved/Disapproved
 St. Charles Parish President
 4/24/14
 Date

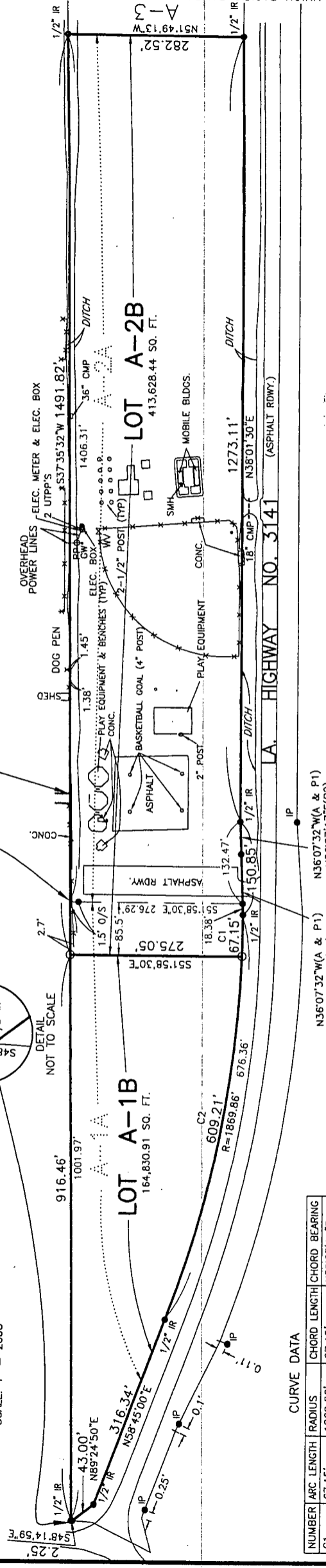
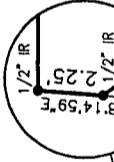
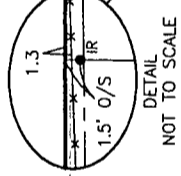
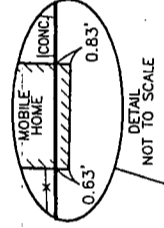
Recorded in The Clerk of Court's office
 St. Charles Parish on the 31 day of
 Jan. 2014, in Book 797
 Folio 185, Entry # 395118

Signature _____
 Title _____

- REFERENCE PLANS:
- STATE OF LOUISIANA DEPARTMENT OF HIGHWAYS RIGHT OF WAY MAP STATE PROJECT NO. 428-03-03 DONALDSONVILLE-NEW ORLEANS HIGHWAY BY BLANCHARD J. MARCHAND, LAND SURVEYOR, DATED JULY 15, 1970, REVISED SEPT. 25, 1971 AND JULY 21, 1971
 - KILLONA PLAYGROUND SUBDIVISION, RESUBDIVISION OF AN UNDEVELOPED PORTION OF 3C RIVERSIDE LANDS INTO LOTS A-1, A-2, A-3 & A-4 BY MICHAEL D. BERNARD, LAND SURVEYOR, DATED FEBRUARY 20, 2002
 - BOUNDARY & TOPOGRAPHIC SURVEY LOT A-2 KILLONA PLAYGROUND SUBDIVISION BY LUCIEN C. GASSEN, DATED AUGUST 12, 2008
 - RESUBDIVISION OF LOTS A-1 & A-2 KILLONA PLAYGROUND SUBDIVISION BY LUCIEN C. GASSEN, DATED DECEMBER 28, 2011



NOTE:
 ALL NECESSARY SEWER, WATER AND/OR OTHER UTILITY EXTENSIONS SHALL BE MADE BY AND SOLELY AT THE LOT OWNER'S EXPENSE.



CURVE DATA

NUMBER	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING
C1	67.15'	1869.86'	67.15'	N39°03'14"E
C2	609.21'	1869.86'	606.52'	N49°24'59"E

RESUBDIVISION OF LOTS A-1A & A-2A
 KILLONA PLAYGROUND SUBDIVISION
 INTO LOTS A-1B & A-2B
 IN SECTION 62, T12S - R19E
 ST. CHARLES PARISH, LOUISIANA
 SCALE: 1" = 200'
 OCTOBER 2, 2013

- LEGEND
- = IRON FOUND
 - = IRON SET
 - GW = GUY WIRE
 - PP = POWER POLE
 - SMH = SEWER MANHOLE
 - UTPP = UTILITY POWER POLE
 - WV = WATER VALVE
 - FENCE
 - O/S = OFFSET
- BEARINGS ARE BASED ON REFERENCE PLAN NOS. 2 AND 3

The reference plat shows no servitudes and no information regarding servitudes was furnished by the owner or his agent. No further research regarding servitudes was performed for this survey.

This is to certify that I have consulted the Flood Insurance Rate Maps and found that this property is in Zone X.

I certify that this plat represents an actual ground survey performed under my supervision and is in accordance with the Louisiana standards of practice for a Class C survey.

LUCIEN C. GASSEN, PLS
 Registration No. 353
 (985) 785-0745
 1026 Gassen Street
 Luling, Louisiana 70070

CERTIFIED TO ST. CHARLES PARISH