

2000-0291

INTRODUCED BY: ALBERT D. LAQUE, PARISH PRESIDENT

ORDINANCE NO. 00-6-22

An ordinance to approve an and authorize the execution of an Act of Sale by Laurie Nagin Favaloro Delaune for Lots 25 and 26, Block "A" of Mimosa Park Subdivision, 132 Mimosa Avenue, Luling, LA.

WHEREAS, St. Charles Parish is participating in the Hazard Mitigation Grant Program of the Federal Emergency Management Agency; and

WHEREAS, the property located at 132 Mimosa Avenue, Luling has been accepted into the program and can now be acquired by the Parish; and

WHEREAS, it is the desire of the Parish Council to approve said Act of Sale within the guidelines of the program.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Act of Sale by and between Laurie Nagin Favaloro Delaune and St. Charles Parish in the amount of \$87,750.00 is hereby approved.

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

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

YEAS: RAMCHANDRAN, FAUCHEUX, HILAIRE, FABRE, ABADIE,
AUTHEMENT, BLACK, MARINO
NAYS: NONE
ABSENT: MINNICH

And the Ordinance was declared adopted this 19th day of June, 2000,
to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: June 20, 2000
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Albert D. Laque
RETD/SECRETARY: June 20, 2000
AT: 4 PM RECD BY: [Signature]

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON July 7, 2000
AS ENTRY NO. 244965
IN MORTGAGE / CONVEYANCE BOOK
NO. 571 FOLIO 557

SALE OF PROPERTY

UNITED STATES OF AMERICA

BY: LAURIE NAGIN FAVALORO DELAUNE

STATE OF LOUISIANA

TO: ST. CHARLES PARISH

PARISH OF ST. CHARLES

THIS SALE, made this 30th day of June, 2000 by and between, LAURIE NAGIN FAVALORO DELAUNE, (Social Security No. 436-94-9511), ("Vendor"), nee Nagin, married twice, first to Cyril Gerard Favaloro, from whom she is legally divorced, and secondly and presently to Kip Michael Delaune, (100% interest, separate property), being of the full age of majority and resident of the Parish of St. Charles, whose mailing address is 132 Mimosa Avenue, Luling, Louisiana, and ST. CHARLES PARISH, represented herein by ALBERT D. LAQUE, Parish President, and its successors and permitted assigns ("Vendee").

WITNESSETH:

WHEREAS, The National Flood Insurance Reform Act of 1994 (NFIRA), Public Law 103-325 authorizes the use of Federal grant program funds (Flood Mitigation Assistance Program, FMA) to provide financial assistance to states and communities for Flood Mitigation planning and activities.

WHEREAS, Section 1336 of the NFIRA provides a process for a Community, through the State, to make application for funding to be used to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the buildings, and to convert the land use into perpetual open space;

WHEREAS, the State has made such application through the Performance Partnership Agreement/Cooperative Agreement (PPA/CA) dated September 25, 1998, and herein incorporated by reference;

WHEREAS, St. Charles Parish, State of Louisiana, herein appearing by and through ALBERT D. LAQUE, Parish President, duly authorized by Ordinance No. 00-6-22 of the St. Charles Parish Council, adopted on the 19th day of June, 2000, a certified copy of which is annexed hereto has been authorized by LOEP by virtue of correspondence dated October 13, 1998, and herein incorporated by reference that Flood Mitigation Assistance Program, Project #FMA98-089-0001 was approved by FEMA to elevate certain flood damaged, real property; and has been further authorized by LOEP by virtue of correspondence to Floodgard, Inc. dated August 26, 1999, and herein incorporated by reference that the property bearing Municipal Number 132 Mimosa Avenue, Luling, Louisiana is eligible for acquisition under Project #FMA98-089-0001; and

WHEREAS, the terms of the NFIRA, regulations promulgated thereunder (44 CFR 206.434) and the PPA/CA require that the Vendee agree to conditions which are intended to restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values; and

NOW, THEREFORE, this sale is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the NFIRA, regulations promulgated thereunder (44 C.F.R.206.434), as they read now and may be amended in the future, and the PPA/CA, the following conditions and restrictions shall apply in perpetuity to the property described herein and acquired by the Vendee pursuant to the NFIRA acquisition program:
 - a. Compatible uses. The land shall be used only for purposes compatible with open space, recreational, or wetlands management practices; in general, such uses include parks for outdoor recreational activities, nature reserves, unimproved pervious parking lots and other uses described in 44 C.F.R. § 206.434, as it reads now and may be amended in the future.
 - b. Structures. No new structures or improvements shall be erected on the property other than:
 - i. A public facility that is open on all sides and functionally related to the open space use;
 - ii. A public rest room; or
 - iii. A structure that is compatible with the uses described in Paragraph 1(a), above, and approved by the Director in writing prior to the commencement of the construction of the structure.

Any structures built on the property according to this paragraph shall be floodproofed or elevated to the Base Flood Elevation plus one foot of freeboard.

- c. Disaster Assistance. No future disaster assistance from any Federal source for any purpose related to the property may be sought, nor will such assistance be provided;
- d. Transfer. The Vendee agrees that it shall convey any interest in the property only with prior approval of the transferee from the Regional Director of FEMA and only to another public entity or to an organization qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and applicable regulations promulgated thereunder. However, the Vendee may convey a lease to a private individual or entity for purposes compatible with the uses described in Paragraph 1(a), above, including agriculture, with the prior approval of the Regional Director.

If title to the property is transferred to a public entity other than a qualified state or federal agency with a conservation mission, it must be conveyed subject to a Conservation Easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth herein, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

- i. The Vendee shall convey, in accordance with section (d), above, a conservation easement to someone other than the title holder, or

- ii. At the time of title transfer, the Vendee shall retain such conservation easement, and record it with the deed.
2. Inspection. FEMA, its representatives, and assigns, including the Louisiana Office of Emergency Preparedness (LOEP), shall have the right to enter upon the property, at reasonable times and with reasonable notice, for the purpose of inspecting the property to ensure compliance with the terms of the grant.
3. Monitoring and Reporting. Every two (2) years on July 1, 2000, the Vendee, through LOEP, shall submit to the FEMA Regional Director a report certifying that the Vendee has inspected the subject property within the month preceding the report, and that the property continues to be maintained consistent with the provisions of the grant.
4. Enforcement. If the subject property is not maintained according to the terms of the grant, the Vendee, LOEP, and FEMA, its representatives, and assigns are responsible for taking measures to bring the property back into compliance.
 - a. The State will notify the Vendee in writing and advise the Vendee that it has 60 days to correct the violation.
 - b. If the Vendee fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.
 - c. FEMA, its representatives and assigns may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to the following:
 - i. Requiring transfer of title in accordance with Paragraph 1(d). The Vendee shall bear the costs of bringing the property back into compliance with the terms of the grant; or
 - ii. Bringing an action at law or in equity in a court of competent jurisdiction against the State or the Vendee.
5. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

NOW, THEREFORE, Vendor, for and in consideration of the sum of **EIGHTY SEVEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND NO/100 (\$87,750.00)**, which price St. Charles Parish hereby binds and obligates itself to pay unto Vendor upon approval by St. Charles Parish of Vendor's good and unencumbered title to the hereinabove described property.

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, in that part thereof known as Mimosa Park Subdivision, per plan by E.M. Collier, dated September, 1952, revised January 4, 1955, filed in the Office of the Clerk of Court, St. Charles Parish, Louisiana. And accordingly to said plan, said lots are designated as Lots 25 and 26 of Block "A" and are located and measure as follows:

Said Lot 25 and 26 adjoin each other and each measures 50 feet front on Mimosa Avenue, same width in the rear, by a depth of 143.5 feet between equal and parallel lines. Said Lot 26 lies nearer to, and commences 200 feet from, the corner of Mimosa Avenue and Second Street. Said Lot 25 lies nearer to, and commences 400 feet from, the corner of Mimosa Avenue and First Street.

And according to a plat of survey by R.P. Fontcuberta, Jr., dated May 21, 1985, a copy of which is attached hereto and made a part hereof, said Lots 25 and 26 have the same location and dimensions as set forth above.

Improvements thereon bear the Municipal No. 132 Mimosa Avenue, Luling, Louisiana.

Being property acquired by Vendor by Partition of Community Property recorded on August 1, 1990, registered in COB 426, FOLIO 842, under Entry No. 152123, and previously acquired by Laurie Nagin and Cyril Gerard Favaloro by Sale recorded on June 3, 1985, registered in COB 338, FOLIO 839, under Entry No. 111608 in the official records of St. Charles Parish, Louisiana.

Vendor understands that no obligation to sell the property exists and chooses to voluntarily sell the property to Vendee.

Vendor releases and quitclaims unto the Vendee all right, title and interest which Vendor may have in the banks, bed and waters opposite to or fronting upon said land, and in any alleys, roads, streets, ways, strips, gores and railroad rights-of-way abutting or adjoining said lands, and in any means of ingress and egress appurtenant thereto.

As a part of the consideration above recited, Vendor agrees to vacate said premises within three (3) days from the date hereinabove written. Vendor further agrees to indemnify and hold Vendee harmless against any loss or liability on account of injury or death of themselves or other persons or damage to their property or to the property of others, plus legal costs and any other expenses incidental thereto, arising wholly or in part by any action or inaction on the part of Vendor, as a result of occupying and/or vacating by the Vendors, their family or their agents of the premises herein acquired by Vendee;

This conveyance is expressly subject to rights outstanding in third parties for existing easements for public roads and highways, public utilities, railroads and pipelines.

Vendor covenants that Vendor has the right to convey the said land; that Vendor has done no act to encumber the same; that the said Vendee shall have quiet and peaceful possession of the same, free and clear from any and all encumbrances; that Vendor will warrant generally the property hereby conveyed, and that said Vendor will execute such further assurances of the said land as may be requisite and Vendor hereby releases and waives all rights under and by virtue of the Homestead Exemption Laws of the State of Louisiana.

All ad valorem taxes assessed against the above described property for the four (4) years immediately preceding the current year have been paid. Taxes for the current year will be prorated in accordance with the provisions of Act No.123 of the Legislature of the State of Louisiana for the year 1954.

The Vendee accepts this conveyance and, by causing its duly authorized representative to sign this instrument on its behalf, agrees to hold the herein described real estate subject to the terms of the NFIRA, regulations promulgating thereunder (44 C.F.R.206.434), as they read now or may be amended in the future.

THUS DONE AND PASSED in St. Charles Parish, State of Louisiana, on the 30
day of June, 2000, in the presence of the two undersigned competent witnesses, who
signed with appearers, and me, notary, after reading of the whole.

WITNESSES:

James N. Nagin
Ronald Harper

VENDOR:

Laurie Nagin Favaloro de Laune
LAURIE NAGIN FAVALORO DELAUNE

VENDEE:

ST. CHARLES PARISH

James N. Nagin
Elizabeth A. Giering
(Signature)

Albert D. Laque

BY: ALBERT D. LAQUE
KTS: PARISH PRESIDENT

NOTARY PUBLIC