



ST. CHARLES PARISH

PLANNING AND ZONING

MATTHEW JEWELL
PARISH PRESIDENT

MEMORANDUM

Date: November 2, 2020

To: Michelle Impastato
Council Secretary

From: Chris Welker, AICP *aw*
Planner II

**RE: Final Plat Approval and Acceptance of Improvements
Esperanza Business Park Phase 2 Subdivision**

Enclosed are the submittal and supporting documents for the final plat approval and dedication of Esperanza Business Park Phase 2 Subdivision, including:

- Act of Dedication (three originals w/ original certificates of authority)
- Ordinance
- Final Plat (five original sets, w/ Planning Commission Chair and Developer/Owner signatures)
- Approval letters from the Departments of Public Works & Wastewater, Waterworks, Contract Monitor, and MS4.
- Letter requesting final plat approval
- Maintenance Bond/Irrevocable Letter of Credit (original) and GASB 34
- Maintenance Agreement
- Private Covenants

The above referenced documents will also be forwarded by email.

The letter certifying payment of the sewer connection development fee is not included as this subdivision is not utilizing parish sewer facilities.

Esperanza Land, LLC has submitted all required documents and paid the required fees as detailed in the attached letter to the CFO.

Please prepare the Final Plat and Act of Dedication for the Parish Council's consideration. Should you need additional documentation, please contact Chris Welker in Planning and Zoning.

**ACT OF DEDICATION
AND GRANT OF
UTILITIES & DRAINAGE SERVITUDES**

BY: ESPERANZA LAND, LLC

TO: ST. CHARLES PARISH

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF ST. CHARLES

BE IT KNOWN, that on this ____ day of _____, in the year of Our Lord Two Thousand Twenty (2020),

BEFORE the undersigned authorities, duly commissioned and qualified in and for the Parish and State noted above, therein residing, and in the presence of the two competent witnesses hereinafter named and undersigned,

PERSONALLY CAME AND APPEARED;

ESPERANZA LAND, LLC, a Louisiana limited liability company, being the successor by merger with Esperanza Land Company, and having an address of 14035 Esperanza Plantation Road, Luling, Louisiana 70070, represented herein by Debra Dufresne Vial, its Authorized Representative, duly authorized by resolution of its Board of Managers attached hereto and made a part hereof;

(Hereinafter sometimes referred to as "Esperanza");

Esperanza declared unto me, Notary, that it is the owner of a certain tract of real property situated on the West Bank of St. Charles Parish designated as Esperanza Business Park Phase 2, located in Sections 1, 81, 99, 100, 101, 102 & 121 of T-13-S, R-20-E, Luling, St. Charles Parish, Louisiana, as shown on a Final Plan of Resubdivision prepared by Riverlands Surveying Company, dated April 8, 2020, which Plan is entitled "Final Plan Esperanza Business Park Phase 2, Survey Plat and Resubdivision of a Portion of Lot 11A of Esperanza Business Park Phase 1 & a Portion of Tract 14 of Esperanza Planation into Lots 11, 12, 13, 14, 15, 16, 17, 18, 19, 28, 29, 30, 31, 32, 33, 34, 35, Parcel A, Parcel B, and Parcel C of Esperanza Business Park Phase 2, situated in Sections 1, 81, 99, 100, 101, 102 & 121 of T-13-S, R-20-E, Luling, St. Charles Parish, Louisiana," (hereinafter referred to as the "Final Plat"), a copy of which is attached to and made part of this Act; and

Esperanza further declared unto me that it has caused that portion of the above property designated as Esperanza Business Park Phase 2 on the Final Plat to be laid out into lots designated as Lots 11 thru 19 and 28 thru 35, and Parcel A, Parcel B and Parcel C and into two developed streets designated as Deputy Jeff G. Watson Drive and Rue Sucre.

By this Act, Esperanza does hereby create Deputy Jeff G. Watson Drive and Rue Sucre,

which are more fully described below, as being a part of Esperanza Business Park Phase 2, to wit:

**DEPUTY JEFF G. WATSON DRIVE
ESPERANZA BUSINESS PARK PHASE 2**

That piece or portion of ground being the Deputy Jeff G. Watson Drive right of way of Esperanza Business Park 2. Situated in Sections 1, 81, 99, 100, 101, 102 & 121, T-13-S, R-20-E, Luling, St. Charles Parish, Louisiana per a subdivision plat entitled "Final Plat Esperanza Business Park Phase 2 Survey Plat and Resubdivision of a portion of Lot 11A of Esperanza Business Park Phase 1 and Parcel A, Parcel B and Parcel C of Esperanza Business Park, Phase 2, situated in Section 1, 81, 99, 100, 101, 102 & 121, T-13-E, R-20-E, Luling, St. Charles Parish, Louisiana" by Stephen P. Flynn, P.L.S. dated April 8, 2020 and being more fully described as follows:

Commence at a point being the northwest intersection of Deputy Jeff G. Watson and Judge Edward Dufresne Parkway.

Thence proceed along the south right of way of the Union Pacific Railroad and the north right of way of Deputy Jeff G. Watson Drive along a tangent curve to the right with a radius of 17238.89', a curve length of 729.01' and a chord bearing of N63°05'16"W a distance of 728.95' to a point;

The Point of Beginning

Thence proceed in a southwesterly direction along the east right of way of Deputy Jeff G. Watson Drive a bearing of S39°11'48"W a distance of 60.56' to a point;

Thence proceed along the south right of way of Deputy Jeff G. Watson Drive along a tangent curve to the left with a radius of 17298.93', a curve length of 31.60' and a chord bearing of N58°31'08"W a distance of 31.60' to a point;

Thence proceed along the south right of way of Deputy Jeff G. Watson Drive along a tangent curve to the left with a radius of 270.00', a curve length of 265.97' and a chord bearing of N86°41'13"W a distance of 255.35' to a point;

Thence proceed along the south right of way of Deputy Jeff G. Watson Drive along a tangent curve to the right with a radius of 330.00', a curve length of 369.68' and a chord bearing of N82°48'53"W a distance of 330.65' to a point;

Thence proceed in a northwesterly direction along the south right of way of Deputy Jeff G. Watson Drive a bearing of N50°43'21"W a distance of 715.69' to a point;

Thence proceed along the south right of way of Deputy Jeff G. Watson Drive along a tangent curve to the left with a radius of 42.00', a curve length of 65.97' and a chord bearing of S84°16'39"W a distance of 59.40' to a point;

Thence proceed in a northwesterly direction along the south right of way of Deputy Jeff G. Watson Drive a bearing of N50°43'21"W a distance of 100.00' to a point;

Thence proceed in a northeasterly direction along the west right of way of Deputy Jeff G. Watson Drive a bearing of N39°16'39"E a distance of 271.70' to a point;

Thence proceed in a southeasterly direction along the north right of way of Deputy Jeff G. Watson Drive being the south right of way of the Union Pacific Railroad a bearing of S57°38'26"E a distance of 100.73' to a point;

Thence proceed in a southwesterly direction along the east right of way of Deputy Jeff G. Watson Drive a bearing of S39°16'39"W a distance of 139.83' to a point;

Thence proceed along the north right of way of Deputy Jeff G. Watson Drive along a tangent curve to the left with a radius of 42.00', a curve length of 65.97' and a chord bearing of S05°43'21"E a distance of 59.40' to a point;

Thence proceed in a southeasterly direction along the north right of way of Deputy Jeff G. Watson Drive a bearing of S50°43'21"E a distance of 715.69' to a point;

Thence proceed along the north right of way of Deputy Jeff G. Watson Drive along a tangent curve to the left with a radius of 270.00', a curve length of 302.46' and a chord bearing of S82°48'53"E a distance of 286.89' to a point;

Thence proceed along the north right of way of Deputy Jeff G. Watson Drive along a tangent curve to the right with a radius of 330.00', a curve length of 325.07' and a chord bearing of S86°41'13"E a distance of 312.09' to a point;

Thence proceed along the north right of way of Deputy Jeff G. Watson Drive along a non-tangent curve to the right with a radius of 17240.27', a curve length of 39.68' and a chord bearing of S58°31'57"E a distance of 39.68' to a point;

The Point of Beginning

**RUE SUCRE
ESPERANZA BUSINESS PARK PHASE 2**

That piece or portion of ground being the Rue Sucre right of way of Esperanza Business Park 2, . Situated in Sections 1, 81, 99, 100, 101, 102 & 121, T-13-S, R-20-E, Luling, St. Charles Parish, Louisiana per a subdivision plat entitled "Final Plat Esperanza Business Park Phase 2 Survey Plat and Resubdivision of a portion of Lot 11A of Esperanza Business Park Phase 1 and Parcel A, Parcel B and Parcel C of Esperanza Business Park, Phase 2, situated in Section 1, 81, 99, 100, 101, 102 & 121, T-13-E, R-20-E, Luling, St. Charles Parish, Louisiana " by Stephen P. Flynn, P.L.S. dated April 8, 2020 and being more fully described as follows:

Beginning at a point being the southwest intersection of Judge Edward Dufresne Parkway and Rue Sucre.

Thence proceed in a northwesterly direction along the south right of way of Rue Sucre a bearing of N57°11'01"W a distance of 2181.51' to a point;

Thence proceed along the south right of way of Rue Sucre along a tangent curve to the left with a radius of 42.00', a curve length of 61.24' and a chord bearing of S81°02'49"W a distance of 55.96' to a point;

Thence proceed in a southwesterly direction along the east right of way of Rue Sucre a bearing of S39°16'39"W a distance of 11.81' to a point;

Thence proceed in a northwesterly direction along the south right of way of Rue Sucre a bearing of N50°43'21"W a distance of 100.00' to a point;

Thence proceed in a northeasterly direction along the west right of way of Rue Sucre a bearing of N39°16'39"E a distance of 166.80' to a point;

Thence proceed in a southeasterly direction along the north right of way of Rue Sucre a bearing of S50°43'21"E a distance of 100.00' to a point;

Thence proceed along the south right of way of Rue Sucre along a tangent curve to the left with a radius of 42.00', a curve length of 70.71' and a chord bearing of S08°57'11"E a distance of 62.65' to a point;

Thence proceed in a southeasterly direction along the north right of way of Rue Sucre a bearing of S57°11'01"E a distance of 513.89' to a point;

Thence proceed in a southeasterly direction along the north right of way of Rue Sucre a bearing of S51°26'41"E a distance of 100.01' to a point;

Thence proceed in a southeasterly direction along the north right of way of Rue Sucre a bearing of S57°01'11"E a distance of 1556.58' to a point;

Thence proceed in a southwesterly direction along the east right of way of Rue Sucre being the west right of way of Judge Edward Dufresne Parkway a bearing of S38°26'09"W a distance of 60.29' to a point;

The Point of Beginning

Esperanza further declared unto me that on the Final Plat it has defined and depicted various utility and drainage servitudes, including the boundaries of an historic drainage canal, which it does by this Act intend to grant to St. Charles Parish as public utilities and drainage servitudes hereinafter collectively defined as the "Utilities and Drainage Servitudes." For greater clarity, the drainage servitudes through which public drainage servitudes are being granted herein are more fully described below, to wit:

DRAINAGE SERVITUDES LEGAL DESCRIPTION

That piece or portion of ground being designated as "Drainage Servitudes" over and across Parcel A, Parcel B, Lot 34 & Lot 35 of Esperanza Business Park Phase 2, and Tract 12 of Ashton Plantation, and Judge Robert Milling Tract and Dr. C. Walter Mattingly Tract of Esperanza Plantation situated in Sections 1, 81, 99, 100, 101 102 & 121, T-13-S, R-20-E, Luling, St. Charles Parish, Louisiana per a survey plat entitled "Final Plat Esperanza Business Park Phase 2" by Stephen P. Flynn, P.L.S. dated April 8, 2020 and being more fully described as follows:

Beginning at a Point from a ½" Iron Rod with State Plane Coordinates Zone 1702 Northing: 524889.42, Easting: 3580577.42 being the west line of a 135' Drainage Servitude and the south right of way of Union Pacific Railroad hereinafter defined as "**The Point of Beginning.**"

Thence proceed in a southwesterly direction along the west line of a 135' Drainage Servitude a bearing of S39°16'39"W a distance of 2279.36' to a point;
Thence proceed in a southwesterly direction along the west line of a Drainage Servitude a bearing of S56°33'51"W a distance of 185.09' to a point;
Thence proceed in a southwesterly direction along the west line of a Drainage Servitude a bearing of S41°30'53"W a distance of 212.82' to a point;
Thence proceed in a southwesterly direction along the west line of a 70' Drainage Servitude a bearing of S40°15'09"W a distance of 169.32' to a point;
Thence proceed in a southwesterly direction along the west line of a 70' Drainage Servitude a bearing of S40°23'59"W a distance of 1008.38' to a point;
Thence proceed in a southwesterly direction along the west line of a 70' Drainage Servitude a bearing of S38°56'10"W a distance of 993.35' to a point;
Thence proceed in a southwesterly direction along the west line of a 70' Drainage Servitude a bearing of S38°55'09"W a distance of 1007.75' to a point;
Thence proceed in a southwesterly direction along the west line of a 70' Drainage Servitude a bearing of S39°17'28"W a distance of 991.68' to a point;
Thence proceed in a southwesterly direction along the west line of a 70' Drainage Servitude a bearing of S38°07'43"W a distance of 189.80' to a point;
Thence proceed in a southwesterly direction along the west line of a 70' Drainage Servitude a bearing of S39°18'08"W a distance of 856.66' to a point;

Thence proceed in a southwesterly direction along the west line of a 70' Drainage Servitude along a tangent curve to the right with a radius of 55.00', a curve length of 71.22' and a chord bearing of S76°23'49"W a distance of 66.34' to a point;

Thence proceed in a northwesterly direction along the north line of a 80' Drainage Servitude a bearing of N66°30'31"W a distance of 986.28' to a point;

Thence proceed in a northwesterly direction along the north line of a 80' Drainage Servitude a bearing of N65°44'48"W a distance of 852.46' to a point;

Thence proceed in a northwesterly direction along the north line of a 80' Drainage Servitude a bearing of N70°41'13"W a distance of 322.84' to a point;

Thence proceed in a southwesterly direction along the north line of a 80' Drainage Servitude along a tangent curve to the right with a radius of 318.00', a curve length of 108.60' and a chord bearing of N58°34'54"W a distance of 108.08' to a point;

Thence proceed in a northwesterly direction along the north line of a 80' Drainage Servitude a bearing of N48°47'52"W a distance of 492.72' to a point;

Thence proceed in a northwesterly direction along the north line of a 80' Drainage Servitude a bearing of N50°01'10"W a distance of 359.95' to a point;

Thence proceed in a southwesterly direction along the west line of a 100' Drainage Servitude along a tangent curve to the left with a radius of 50.00', a curve length of 75.43' and a chord bearing of S86°45'43"W a distance of 68.48' to a point;

Thence proceed in a southwesterly direction along the west line of a 100' Drainage Servitude a bearing of S41°36'34"W a distance of 432.74' to a point;

Thence proceed in a southwesterly direction along the west line of a 100' Drainage Servitude along a tangent curve to the right with a radius of 170.00', a curve length of 163.48' and a chord bearing of S71°07'31"W a distance of 157.25' to a point;

Thence proceed in a northwesterly direction along the west line of a 100' Drainage Servitude along a tangent curve to the right with a radius of 3573.14', a curve length of 320.76' and a chord bearing of N78°45'17"W a distance of 320.65' to a point;

Thence proceed in a northwesterly direction along the west line of a 100' Drainage Servitude along a tangent curve to the left with a radius of 2427.00', a curve length of 784.54' and a chord bearing of N85°26'37"W a distance of 781.13' to a point;

Thence proceed in a southwesterly direction along the west line of a 100' Drainage Servitude a bearing of S85°17'45"W a distance of 103.84' to a point;

Thence proceed in a southwesterly direction along the west line of a 100' Drainage Servitude a bearing of S71°15'21"W a distance of 197.56' to a point;

Thence proceed in a southeasterly direction along the south line of a 100' Drainage Servitude being the north right of way of La Highway 3127 a bearing of S26°32'04"E a distance of 100.93' to a point;

Thence proceed in a northeasterly direction along the east line of a 100' Drainage Servitude a bearing of N71°15'21"E a distance of 183.88' to a point;

Thence proceed in a northeasterly direction along the east line of a 100' Drainage Servitude a bearing of N85°17'45"E a distance of 99.05' to a point;

Thence proceed in a southeasterly direction along the east line of a 100' Drainage Servitude along a tangent curve to the right with a radius of 2327.00', a curve length of 752.21' and a chord bearing of S85°26'37"E a distance of 748.94' to a point;

Thence proceed in a southeasterly direction along the east line of a 100' Drainage Servitude along a tangent curve to the left with a radius of 3673.14', a curve length of 329.74' and a chord bearing of S78°45'17"E a distance of 329.63' to a point;

Thence proceed in a northeasterly direction along the east line of a 100' Drainage Servitude along a tangent curve to the left with a radius of 270.00', a curve length of 259.64' and a chord bearing of N71°07'31"E a distance of 249.75' to a point;

Thence proceed in a northeasterly direction along the east line of a 100' Drainage Servitude a bearing of N41°28'53"E a distance of 405.87' to a point;

Thence proceed in a southeasterly direction along the south line of a 80' Drainage Servitude a bearing of S50°01'10"E a distance of 310.87' to a point;

Thence proceed in a southeasterly direction along the south line of a 80' Drainage Servitude a bearing of S48°47'52"E a distance of 491.87' to a point;

Thence proceed in a southeasterly direction along the south line of a 80' Drainage Servitude along a tangent curve to the left with a radius of 398.00', a curve length of 135.93' and a chord bearing of S58°34'54"E a distance of 135.27' to a point;

Thence proceed in a southeasterly direction along the south line of a 80' Drainage Servitude a bearing of S70°39'21"E a distance of 323.91' to a point;

Thence proceed in a southeasterly direction along the south line of a 80' Drainage Servitude a bearing of S65°44'48"E a distance of 848.26' to a point;

Thence proceed in a southeasterly direction along the south line of a 80' Drainage Servitude a bearing of S66°30'31"E a distance of 1021.78' to a point;
 Thence proceed in a northeasterly direction along the east line of a 80' Drainage Servitude along a tangent curve to the left with a radius of 75.00', a curve length of 97.11' and a chord bearing of N76°23'49"E a distance of 90.47' to a point;
 Thence proceed in a northeasterly direction along the east line of a 70' Drainage Servitude a bearing of N39°18'08"E a distance of 859.05' to a point;
 Thence proceed in a southeasterly direction along the south line of a 60' Drainage Servitude a bearing of S55°16'04"E a distance of 336.79' to a point;
 Thence proceed in a southeasterly direction along the south line of a 60' Drainage Servitude a bearing of S55°25'48"E a distance of 1067.21' to a point;
 Thence proceed in a northeasterly direction along the east line of a 60' Drainage Servitude a bearing of N47°50'29"E a distance of 46.97' to a point;
 Thence proceed in a southeasterly direction along the south line of a 60' Drainage Servitude a bearing of S55°02'33"E a distance of 276.61' to a point;
 Thence proceed in a northeasterly direction along the east line of a 60' Drainage Servitude being the west right of way of Interstate 310 a bearing of N58°36'02"E a distance of 65.50' to a point;
 Thence proceed in a northwesterly direction along the north line of a 60' Drainage Servitude a bearing of N55°02'33"W a distance of 288.42' to a point;
 Thence proceed in a northeasterly direction along the east line of a 50' Drainage Servitude a bearing of N38°05'54"E a distance of 1023.54' to a point;
 Thence proceed in a northeasterly direction along the east line of a 50' Drainage Servitude a bearing of N39°29'49"E a distance of 594.66' to a point;
 Thence proceed in a northeasterly direction along the east line of a 50' Drainage Servitude a bearing of N39°09'52"E a distance of 371.05' to a point;
 Thence proceed in a southeasterly direction along the south line of a 50' Drainage Servitude a bearing of S57°11'01"E a distance of 1044.81' to a point;
 Thence proceed in a northeasterly direction along the east line of a 50' Drainage Servitude being the west right of way of Interstate 310 a bearing of N58°36'02"E a distance of 55.53' to a point;
 Thence proceed in a northwesterly direction along the north line of a 50' Drainage Servitude a bearing of N57°11'01"W a distance of 1063.44' to a point;
 Thence proceed in a northeasterly direction along the east line of a 50' Drainage Servitude a bearing of N39°02'04"E a distance of 978.96' to a point;
 Thence proceed in a northeasterly direction along the east line of a 50' Drainage Servitude a bearing of N39°07'02"E a distance of 997.52' to a point;
 Thence proceed in a northeasterly direction along the east line of a 50' Drainage Servitude a bearing of N39°28'53"E a distance of 359.91' to a point;
 Thence proceed in a southeasterly direction along the south line of a 80' Drainage Servitude a bearing of S57°11'01"E a distance of 40.89' to a point;
 Thence proceed in a northeasterly direction along the east line of a 80' Drainage Servitude a bearing of N39°11'48"E a distance of 2587.71' to a point;
 Thence proceed in a northwesterly direction along the north line of a 80' Drainage Servitude being the south right of way of Deputy Jeff G. Watson Drive a bearing of N58°31'08"W a distance of 31.60' to a point;
 Thence proceed in a northwesterly direction along the north line of a 80' Drainage Servitude being the south right of way of Deputy Jeff G. Watson Drive along a tangent curve to the left with a radius of 270.00', a curve length of 120.06' and a chord bearing of N71°12'18"W a distance of 119.07' to a point;
 Thence proceed in a southwesterly direction along the west line of a 80' Drainage Servitude a bearing of S06°03'23"W a distance of 115.09' to a point;
 Thence proceed in a southwesterly direction along the west line of a 80' Drainage Servitude a bearing of S39°11'48"W a distance of 2394.16' to a point;
 Thence proceed in a southwesterly direction along the west line of a 80' Drainage Servitude a bearing of S49°01'41"W a distance of 62.48' to a point;
 Thence proceed in a southwesterly direction along the west line of a 50' Drainage Servitude a bearing of S39°28'53"W a distance of 354.23' to a point;
 Thence proceed in a southwesterly direction along the west line of a 50' Drainage Servitude a bearing of S39°07'02"W a distance of 997.72' to a point;
 Thence proceed in a southwesterly direction along the west line of a 50' Drainage Servitude a bearing of S39°02'04"W a distance of 998.82' to a point;

Thence proceed in a southwesterly direction along the west line of a 50' Drainage Servitude a bearing of S39°09'52"W a distance of 401.88' to a point;
 Thence proceed in a southwesterly direction along the west line of a 50' Drainage Servitude a bearing of S39°29'50"W a distance of 593.85' to a point;
 Thence proceed in a southwesterly direction along the west line of a 50' Drainage Servitude a bearing of S38°39'48"W a distance of 1027.76' to a point;
 Thence proceed in a southwesterly direction along the west line of a 50' Drainage Servitude along a tangent curve to the right with a radius of 50.00', a curve length of 74.97' and a chord bearing of S81°37'00"W a distance of 68.14' to a point;
 Thence proceed in a northwesterly direction along the north line of a 60' Drainage Servitude a bearing of N55°25'48"W a distance of 982.72' to a point;
 Thence proceed in a northwesterly direction along the north line of a 60' Drainage Servitude a bearing of N55°16'04"W a distance of 332.19' to a point;
 Thence proceed in a northeasterly direction along the east line of a 70' Drainage Servitude a bearing of N38°07'43"E a distance of 176.16' to a point;
 Thence proceed in a northeasterly direction along the east line of a 70' Drainage Servitude a bearing of N39°17'28"E a distance of 991.20' to a point;
 Thence proceed in a northeasterly direction along the east line of a 70' Drainage Servitude a bearing of N38°55'09"E a distance of 1007.96' to a point;
 Thence proceed in a northeasterly direction along the east line of a 70' Drainage Servitude a bearing of N38°56'10"E a distance of 992.45' to a point;
 Thence proceed in a northeasterly direction along the east line of a 70' Drainage Servitude a bearing of N40°23'59"E a distance of 1007.58' to a point;
 Thence proceed in a northeasterly direction along the east line of a 70' Drainage Servitude a bearing of N40°15'09"E a distance of 170.60' to a point;
 Thence proceed in a southeasterly direction along the south line of a 135' Drainage Servitude a bearing of S50°43'21"E a distance of 128.30' to a point;
 Thence proceed in a northeasterly direction along the east line of a 135' Drainage Servitude a bearing of N39°16'39"E a distance of 2685.13' to a point;
 Thence proceed in a northwesterly direction along the north line of a 135' Drainage Servitude being the south right of way of the Union Pacific Railroad a bearing of N57°38'26"W a distance of 135.99' back to **The Point of Beginning**.

Esperanza further declared unto me, Notary, that under the covenants, conditions and stipulations hereinafter recited it does, by these presents, dedicate Deputy Jeff G. Watson Drive and Rue Sucre, as hereinabove described, and does hereby grant the various "Utilities and Drainage Servitudes," all as shown on the annexed Final Plat and as described above, to public use, unto and in favor of the Parish of St. Charles, the inhabitants of the Parish of St. Charles, and to the public in general; and

Esperanza further declared unto me, Notary, that this Act is subject to all of the following terms and conditions, to wit:

1. The dedication of the fee ownership of the property and all appurtenances covered by Deputy Jeff G. Watson Drive and Rue Sucre are only as far as the same are located in Esperanza Business Park Phase 2
2. The herein grant of the Utilities and Drainage Servitudes shall constitute the granting only of "personal servitudes of right of use"

being "limited personal servitudes" in favor of St. Charles Parish. Esperanza does hereby reserve all rights of ownership to those portions of its properties which comprise the Utilities and Drainage Servitudes.

3. Esperanza does hereby reserve all rights of ownership to all of the oil, gas and other minerals in, on and under the property covered and affected by Deputy Jeff G. Watson Drive and Rue Sucre and by the Utilities and Drainage Servitudes granted herein. In that connection, Esperanza does, however, agree to prohibit the use of any part of the surface of any of the property covered by said streets and servitudes with respect to the exploration, development or production of minerals pursuant to this reservation. This reservation is made in accordance with Esperanza's plan and intention to reserve all of the mineral rights in, on and under all of the lots in Esperanza Business Park Phase 2, whereby, however, Esperanza will likewise impose a restriction on the entire subdivision against any use of the surface of any lot for the exploration, development or production of minerals, or by any other binding means of strict surface operations in regard to mineral exploration in this subdivision.
4. The herein dedication of Deputy Jeff G. Watson Drive and Rue Sucre are made by Esperanza without any warranty whatsoever except as provided for herein.
5. St. Charles Parish must bind and obligate itself not to use the property dedicated herein for street purposes in any manner which would be inconsistent with or detrimental to such use as public streets. St. Charles Parish must further bind and obligate itself to use the Utilities and Drainage Servitudes granted herein only for utilities and drainage purposes.
6. This dedication and grant are conditioned upon St. Charles Parish

maintaining and policing the streets and the Utilities and Drainage Servitudes dedicated herein and within the boundaries thereof.

7. The grant of the various servitudes for utilities and drainage purposes shall be used exclusively for those purposes, and Esperanza reserves the right to use or grant any other rights with respect to said properties not inconsistent with the aforesaid servitudes for utilities and drainage purposes. The herein Utilities and Drainage Servitudes shall not be utilized so as to unreasonably interfere with or impair ingress and egress from the streets dedicated herein to any of the lots in Esperanza Business Park, Phases 1 and 2.
8. Esperanza warrants that the herein dedication of streets and grant of servitudes are free of any liens and/or encumbrances and that no lots have been sold or alienated prior to the date hereof. Esperanza further warrants that all utilities and streets have been placed with the servitudes granted and areas dedicated.
9. The dedications and grant made herein are made subject to any existing servitudes and dedications affecting Esperanza Business Park, Phases 1 and 2, such as by way of illustration but not limitation pipeline servitudes and railroad crossing.
10. The herein dedications and grant shall inure to the benefit of St. Charles Parish or any successor governmental body of St. Charles Parish, which shall be bound by all of the terms and conditions hereof.
11. Esperanza warrants that all utilities and drainage servitudes and streets have been placed within the servitudes granted herein.

AND NOW, to these presents, personally came and intervened:

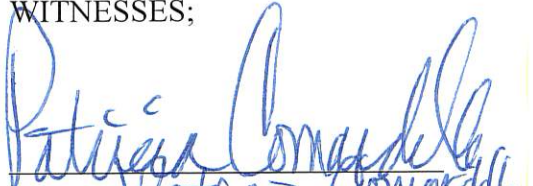
ST. CHARLES PARISH, herein appearing by and through Matthew Jewell, Parish President, duly authorized by virtue of an Ordinance of the St. Charles Parish Council adopted on _____, a certified copy of which is


annexed hereto and made part hereof, and said St. Charles Parish does hereby accept, approve and ratify the herein dedications and grant under all of the terms and conditions as contained hereinabove, and does also hereby acknowledge that the construction of all of streets dedicated herein has been satisfactorily completed in accordance with all requirements and all utilities and drainage facilities have been likewise satisfactorily completed in accordance with all requirements, and St. Charles Parish does hereby accept all streets and utilities and drainage facilities and assumes the maintenance thereof, including but not limited to the maintenance of the Drainage Servitudes more fully described above.

This Act of Dedication was approved and accepted by the St. Charles Parish Council by Ordinance _____ on the ___ day of _____, 2020, a photo copy of which is attached and made part hereof.

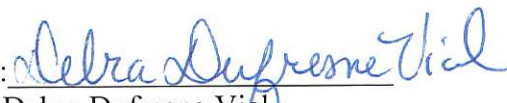
THUS DONE AND PASSED, in triplicate originals, in my office, the undersigned Notary Public in and for the State of Louisiana, Parish of St. Charles, effective as of the day, month and year herein first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after reading the whole.


WITNESSES;


Printed Name: Patricia Comarade


Printed Name: Melaner Schaeffer

ESPERANZA LAND, LLC

BY: 
Debra Dufresne Vial
Authorized Representative



NOTARY PUBLIC
LOUIS G. AUTHEMENT
NO. 25814

My Commission is issued for life

[SEAL]

THUS DONE AND PASSED, in triplicate originals, in my office, the undersigned Notary Public in and for the State of Louisiana, Parish of St. Charles on the day, month and year herein first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after reading the whole.

WITNESSES:

ST. CHARLES PARISH

Printed Name: _____

BY: _____
Matthew Jewell,
Parish President

Printed Name: _____

Notary Public
Printed Name: _____
My Commission is issued for life

[SEAL]

**CERTIFICATE OF AUTHORITY
FOR
ESPERANZA LAND, LLC**

The undersigned hereby certify that they are all of the members of the Board of Managers of Esperanza Land Holdings, L.L.C., which is the sole member of Esperanza Land, LLC (the “**Company**”). The Company is managed by its sole member, Esperanza Land Holdings, L.L.C. Accordingly, the undersigned, being all of the members of the Board of Managers of Esperanza Land Holdings, L.L.C., in its capacity as the sole member of the Company, hereby adopt the following resolutions effective as of July 7, 2020:

RESOLVED, that Debra Dufresne Vial, as the Authorized Manager of the Company, is hereby authorized for and on behalf of the Company to execute the attached Act of Dedication and Grant of Utilities & Drainage Servitudes in favor of St. Charles Parish for the reasons more fully set forth therein.

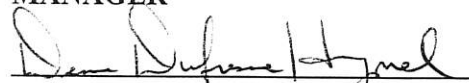
FURTHER RESOLVED, that Debra Dufresne Vial, in her capacity as the Authorized Manager of the Company is authorized and empowered to do or cause to be done all such acts or things and to sign and deliver, or cause to be signed and delivered, all such documents, instruments and certificates in the name and on behalf of this Company or otherwise, as she may deem necessary, advisable or appropriate to effectuate or carry out the purposes and intent of the foregoing Resolution.

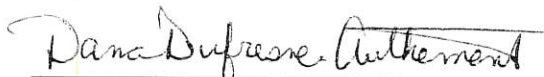
FURTHER RESOLVED, that all acts, transactions, or agreements undertaken by Debra Dufresne Vial prior to the adoption of these Resolutions in connection with the foregoing matters are hereby ratified, confirmed and adopted by Esperanza Land Holdings, L.L.C. and the Company. Third parties are entitled to rely on this Certificate of Authority until it has been revoked in writing and recorded in the public records of St. Charles Parish, Louisiana. The receipt of facsimile or email copies of the signature page hereof, as between the recipient thereof and the party that executed and sent the same, shall constitute delivery of such signature page. This Certificate of Authority may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ESPERANZA LAND, LLC

By: **ESPERANZA LAND HOLDINGS, L.L.C.,
SOLE MEMBER**


**DEBRA DUFRESNE VIAL,
MANAGER**


**DENISE DUFRESNE HYMEL,
MANAGER**


**DANA DUFRESNE AUTHEMENT,
MANAGER**


**DAWN DUFRESNE DAWSON,
MANAGER**


**KARAN L. ACCARDO
MANAGER**

THIS IS A CERTIFIED TRUE COPY OF
THE ORIGINAL WHICH HAS BEEN
SENT TO BE RECORDED.


NOTARY PUBLIC

2020 _____

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)**

ORDINANCE NO. _____

An ordinance approving and authorizing the execution of an Act of Dedication for Esperanza Business Park Phase 2, Luling.

WHEREAS, Esperanza Land, LLC is the owner and developer of property located in Sections 1, 81, 99, 100, 101, 102, & 121, T-13-E & R-20-E as indicated on a Final Plat prepared by Stephen P. Flynn, PLS, dated April 8, 2020 entitled FINAL PLAN ESPERANZA BUSINESS PARK PHASE 2; and,

WHEREAS, said subdivision has been constructed in accordance with the St. Charles Parish Subdivision Regulations of 1981, as amended; and,

WHEREAS, all required reviews and approvals for the subdivision are complete.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Act of Dedication by Esperanza Land, LLC for Esperanza Business Park Phase 2, is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute the Final Plat and Act of Dedication on behalf of St. Charles Parish.

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

Yeas:

Nays:

Absent:

Abstain:

And the ordinance was declared adopted this _____ day of _____, 2020, to become effective five (5) days after publication in the Official Journal.



Memo

To: Michael Albert, Planning and Zoning Director

From: Miles B. Bingham, Public Works Director

Cc: Matt Jewell, Parish President
Parish Council c/o Valerie Berthelot
Don Edwards, Senior Parish Engineer
Chandra Sampey, Contract Monitoring Specialist
Marny Stein, Development Review Planner

Re: Esperanza Business Park – Phase II
Final Acceptance

Date: June 29, 2020

The roadway, drainage and streetlight facilities have been completed for the above-referenced project in conformance with the approved plans. Please note that the applicant has agreed to complete one additional item, which is roadside drainage in the area of the Lafarge concrete plant within 60 days of final approval of this subdivision.

Additionally, the final plat and as-built drawings were received and found to be in conformance with the approved plans and specifications.

Please feel free to contact us with any questions or comments.

MBB:DTE:dte



ST. CHARLES PARISH

DEPARTMENT OF WATERWORKS

P.O. BOX 108 • LULING, LOUISIANA 70070
(985) 783-5110 • Fax: (985) 785-2005
Website: www.stcharlesparish-la.gov

MATTHEW JEWELL
PARISH PRESIDENT

ROBERT BROU
DIRECTOR

June 22, 2020

Mr. Michael Albert
Director, Planning and Zoning
St. Charles Parish
P.O. Box 302
Hahnville, LA 70057

Re: Esperanza Business Park Phase 2A
Waterline Installations

Dear Mr. Albert:

The water main installations as shown on Esperanza Business Park Phase 2A Subdivision plans, dated October 24, 2017, revised March 6, 2018, and with a latest revision date of November 5, 2018 by Civil and Environmental Engineers have been installed. The completed installation has passed the required Pressure/Leakage and Bacteriological tests.

Final approval is hereby granted.

The owner is responsible for the maintenance of this water system for a period of one year after acceptance by the St. Charles Parish Council.

If there are any questions regarding this matter, please do not hesitate to call.

Sincerely,

Robert Brou

Cc: Mr. Danny Hebert
Mr. Chris Welker

RB:rcj



ST. CHARLES PARISH

PUBLIC WORKS CONTRACT MONITORING

MATTHEW JEWELL
PARISH PRESIDENT

MILES BINGHAM
DIRECTOR

MEMORANDUM

To: Marny Stein,
Senior Planner

From: Chandra Sampey *CS*
Contract Monitoring Specialist

Date: July 15, 2020

RE: **Final Inspection Approval: Esperanza Business Park Phase II**

The streetlight facilities for Esperanza Business Park Phase II have been installed and inspected. All lighting complies with the submitted lighting layout plans. No inventory supplies are due as per the plans. Required developer streetlight deposit due to Planning and Zoning is \$8,400.00.

CC:
Miles Bingham, Public Works Director
Danny Hebert, Developer

Chris Welker

From: John Gutierrez
Sent: Friday, October 16, 2020 3:28 PM
To: Julie Hebert
Cc: Danielle Badeaux; Chris Welker
Subject: Esperanza Business Park Phase II MS4 approval

Follow Up Flag: Follow up
Flag Status: Flagged

I have reviewed the Storm Water Pollution Prevention plan for the recently-completed Esperanza Business Park and found the documentation to be sufficient to satisfy St. Charles Parish's Chapter 25 Storm Water Ordinance. The construction approval process may proceed and if there are any other questions please do not hesitate to ask.

John C. Gutierrez, Jr.
MS4 Coordinator
St. Charles Parish Public Works
(985) 331-4478 (direct)
(985) 228-3901 (cell, 24h)

ESPERANZA LAND LLC

ESPERANZA PLANTATION

14035 RIVER ROAD

LULING, LOUISIANA 70070

PHONE (985) 785-6711 • (985) 785-6218 • FAX (985) 785-6422

August 26, 2020

St. Charles Parish Council
15045 River Road
P. O. Box 302
Hahnville, LA 70057

RE: APPLICATION FOR APPROVAL OF FINAL PLAT

Dear Ms. Impastato and Council Members:

Please be advised that Esperanza Land, LLC is requesting FINAL PLAT approval for ESPERANZA BUSINESS PARK PHASE II.

Attached are all documents and fees required for approval. We request that this matter be heard and approved at the meeting of the St. Charles Parish Council on September 21, 2020.

Please do not hesitate to contact the undersigned if you require additional information.

Sincerely,



Debra Dufresne Vial, Manager
Esperanza Land, LLC
14035 River Road
Luling, LA 70070



Surety
202B Halls Mill Road, PO Box 1650
Whitehouse Station, NJ 08889-1650

O + 908.903.3485
F + 908.903.3656

Federal Insurance Company

Maintenance Bond

Bond No. 8252-64-27

Amount \$ 167,547.35

Know All Men By These Presents: that

That we, Barriere Construction Co., LLC, 308 Woodland Dr., LaPlace, LA 70068 and Esperanza Land, L.L.C., 14035 River Road., Luling, LA 70070

(hereinafter called the Principal), as Principal, and the FEDERAL INSURANCE COMPANY, a corporation duly organized under the laws of the State of Indiana, (hereinunder called the Surety), as Surety, are held and firmly bound unto St. Charles Parish, 15045 River Road, Hahnville, LA 70057

(hereinafter called the Obligee), in the amount of ^{One Hundred Sixty Seven Thousand} Five Hundred Forty Seven and 35/100ths Dollars (\$ 167,547.35), for the payment of which we, the said Principal and the said Surety, bind ourselves, our heirs, Sealed with our seals and dated this 26th day of August, 2020.

WHEREAS, the said Principal has entered into a contract dated March 22, 2019 , for:
Esperanza Business Park Phase 2A, St. Charles Parish, LA

And

WHEREAS, the said Principal is required to guarantee the roadway and related infrastructure installed under said contract, against defects in materials or workmanship, which may develop during the period July 15, 2020 to January 15, 2022 .

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall faithfully carry out and perform the said guarantee, and shall, on due notice, repair and make good at its own expense any and all defects in materials or workmanship in the said work which may develop during the period July 15, 2020 to January 15, 2022 .

or shall pay over, or make good and reimburse to the said Obligeo all loss and damage which said Obligeo may sustain by reason or default of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect.

Barriere Construction Co., LLC

By  _____
Douglas G. Olson, Chief Estimator

Esperanza Land, L.L.C.

By  _____
Debra Dufresne Vial, Manager/Member

Federal Insurance Company

By  _____
Attorney-in-Fact
Stephen L. Cory

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Bert Guiberteau Jr. of Baton Rouge, Louisiana; Stephen L. Cory, Michael Seaman, Melanie Stern and Pamela K. Tucker of Metairie, Louisiana-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 28th day of June, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 28th day of June, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 20th day of October, 2020.



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



Civil & Environmental Consulting Engineers

Danny J. Hebert, P.E., L.L.C.

14433 River Road

Hahnville, LA 70057

www.hebertengineering.com

phone: (985) 785-2380

**ESPERANZA BUSINESS PARK PHASE 2A
GASB 34 REPORT**

Rue Sucre (2,319 LF Long, Avg. ±24 LF Wide)					
No.	Description	Quantity	Unit	Unit Cost	Total Cost
Drainage System					
1	18" Reinforced Concrete Pipe (RCP)	1,155	LF	\$51.00	\$58,905.00
2	30" Reinforced Concrete Pipe (RCP)	202	LF	\$95.50	\$19,291.00
3	36" Reinforced Concrete Pipe (RCP)	362	LF	\$120.00	\$43,440.00
4	48" Reinforced Concrete Pipe (RCP)	60	LF	\$200.00	\$12,000.00
5	60" Reinforced Concrete Pipe (RCP)	80	LF	\$300.00	\$24,000.00
6	Subdivision Ditches	1	LS	\$35,000.00	\$35,000.00
7	Hydroseeding	1	LS	\$15,000.00	\$15,000.00
8	Outfall Pipe Slope Pavement & Rip Rap	4	EA	\$2,000.00	\$8,000.00
9	Concrete Headwalls	6	EA	\$2,196.54	\$13,179.21
10	Concrete Drop Inlets (4' x 4')	10	EA	\$2,250.00	\$22,500.00
Subtotal Construction Cost of Drainage System					\$251,315.21
Water System					
1	10" C900 PVC	2,291	LF	\$46.31	\$106,098.00
2	10" Valves w/ Boxes	4	EA	\$3,500.00	\$14,000.00
3	Fire Hydrants	4	EA	\$5,000.00	\$20,000.00
Subtotal Construction Cost of Water System					\$140,098.00
Streets					
1	Clearing, Grubbing, Excavation, & Grading (For Base)	7,839	SY	\$4.00	\$31,356.00
2	Geotextile Fabric (Net Section)	7,839	SY	\$1.75	\$13,718.25
3	18" (min.) A-3 Sand Subbase/ Road Fill	3,920	CY	\$20.41	\$80,000.00
4	8" Base Course Class I (Net Section)	1,893	CY	\$90.00	\$170,370.00
5	5" Superpave Asphaltic Concrete Pavement	1,817	TONS	\$84.88	\$154,224.00
6	Stormwater Pollution Prevention Plan	1	LS	\$9,000.00	\$9,000.00
7	Barricades	3	EA	\$2,500.00	\$7,500.00
8	Street Signage	14	EA	\$285.71	\$4,000.00
9	4" Sch. 40 PVC Conduits	720	LF	\$8.00	\$5,760.00
Subtotal Construction Cost of Street					\$475,928.25
Electrical System					
1	20' High Aluminum HPS Single Pole	11	EA	\$3,790.11	\$41,691.18
Subtotal Construction Cost of Electrical System					\$41,691.18
Total Cost (Rue Sucre)					\$909,032.64



Civil & Environmental Consulting Engineers

Danny J. Hebert, P.E., L.L.C.

14433 River Road

Hahnville, LA 70057

www.hebertengineering.com

phone: (985) 785-2380

**ESPERANZA BUSINESS PARK PHASE 2A
GASB 34 REPORT**

Rue La Cannes/ Deputy Jeff Watson Street (1,471 LF Long, Avg. ±24 LF Wide)					
No.	Description	Quantity	Unit	Unit Cost	Total Cost
Drainage System					
1	18" Reinforced Concrete Pipe (RCP)	42	LF	\$51.00	\$2,142.00
2	24" Reinforced Concrete Pipe (RCP)	80	LF	\$70.00	\$5,600.00
3	30" Reinforced Concrete Pipe (RCP)	80	LF	\$95.50	\$7,640.00
4	Subdivision Ditches	1	LS	\$25,000.00	\$25,000.00
5	Hydroseeding	1	LS	\$15,000.00	\$15,000.00
6	Concrete Headwalls	6	EA	\$2,000.00	\$12,000.00
Subtotal Construction Cost of Drainage System					\$67,382.00
Water System					
1	10" C900 PVC	1,447	LF	\$42.15	\$60,986.00
2	6" Sch. 40 PVC Water Service Connection	198	LF	\$15.00	\$2,970.00
3	10" Valves w/ Boxes	2	EA	\$3,500.00	\$7,000.00
4	Fire Hydrants	4	EA	\$5,000.00	\$20,000.00
Subtotal Construction Cost of Water System					\$90,956.00
Streets					
1	Clearing, Grubbing, Excavation, & Grading (For Base)	5,314	SY	\$4.00	\$21,256.00
2	Geotextile Fabric (Net Section)	5,314	SY	\$1.75	\$9,299.50
3	18" (min.) A-3 Sand Subbase/ Road Fill	2,657	CY	\$14.11	\$37,500.00
4	8" Base Course Class I (Net Section)	1,282	CY	\$90.00	\$115,380.00
5	5" Superpave Asphaltic Concrete Pavement	1,235	TONS	\$84.88	\$104,832.00
6	Stormwater Pollution Prevention Plan	1	LS	\$3,500.00	\$3,500.00
7	Barricades	3	EA	\$2,500.00	\$7,500.00
8	Street Signage	8	EA	\$250.00	\$2,000.00
Subtotal Construction Cost of Street					\$301,267.50
Electrical System					
1	20' High Aluminum HPS Single Pole	6	EA	\$3,926.47	\$23,558.82
Subtotal Construction Cost of Electrical System					\$23,558.82
Total Cost (Rue La Cannes/ Deputy Jeff Watson Street)					\$483,164.32

ESPERANZA LAND LLC

ESPERANZA PLANTATION

14035 RIVER ROAD

LULING, LOUISIANA 70070

PHONE (985) 785-6711 • (985) 785-6218 • FAX (985) 785-6422

August 26, 2020

Mr. Miles Bingham, P.E., Director
St. Charles Parish Department of Public Works and Wastewater
100 River Oaks Drive
Destrehan, LA 70047

RE: MAINTENANCE AGREEMENT for ESPERANZA BUSINESS PARK PHASE II

Dear Mr. Bingham,

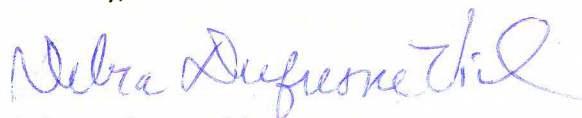
Please have this letter serve as an agreement to provide repair/replacement of bona fide deficiencies in the work product in construction of the improvements for the ESPERANZA BUSINESS PARK PHASE II for a period of eighteen months from the date of acceptance by the St. Charles Parish Council.

This shall include the asphalt streets, street light poles, water line, and storm drainage system.

Any work product deficiencies will be covered by the installation contractor for the project which is Barriere Construction Co., LLC, in accordance with Louisiana Law. As evidenced by the Surety Bond provided on our behalf, we further guarantee this maintenance work, if needed, will be covered thereby.

Thank you very much for your assistance with this matter. Please do not hesitate to contact the undersigned if you require additional information.

Sincerely,



Debra Dufresne Vial, Manager
Esperanza Land, LLC
14035 River Road
Luling, LA 70070

Chris Welker

From: Louis Authement <louis@lgalaw.com>
Sent: Thursday, September 17, 2020 1:25 PM
To: Chris Welker
Cc: debbie@514enterprises.com; Hank Tatje
Subject: Dedication of Roads for Esperanza Business Park Phase II
Attachments: Esperanza Business Park Restrictive Covenants.pdf

Follow Up Flag: Follow up
Flag Status: Completed

Chris:

As a part of the filings for the dedication of the two new roads for Esperanza Business Park Phase II, the Parish is requesting copies of any applicable restrictive covenants. At present, the attached covenants apply to only a portion of the property that will be within Phase II. We have a more comprehensive set of covenants that would preplace the existing covenants and would apply to all lots in Phase II. However, we have not filed the new covenants because we are currently in discussions with a potential buyer that would make the need for new covenants unnecessary.

If you need anything more than the attached to complete the dedication of the new roads, please let me know. Thank you.

Louis G. Authement
The Law Office of Louis G. Authement, LLC
Riverview Title, LLC
One American Place, Suite 300
13919 River Road
Luling, LA 70070
Phone 985-785-8481
Fax 985-785-9107

CONFIDENTIALITY NOTICE:

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Recorded
St. Charles Parish #

Entry No. 210566
COB 669 Folio 109
MAY 17, 2006

**DECLARATION OF BUILDING RESTRICTIONS
FOR ESPERANZA BUSINESS PARK**

KNOWN ALL MEN BY THESE PRESENTS, that effective as of the
12th day of April, 2006,

ESPERANZA LAND, LLC, a Louisiana limited liability
company appearing herein through its duly authorized
representative referred to herein as APPEARER

does hereby declare the following:

**ARTICLE I
RECITALS**

- A. The Appearer owns certain property located in Esperanza Business Park, Parish of St. Charles, State of Louisiana.
- B. Said property is located in the Parish of St. Charles, State of Louisiana and is more fully described in Exhibit A attached hereto and identified on the map attached hereto, being hereinafter referred to as the "Property".
- C. Appearer desires to adopt certain building restrictions and covenants in order to establish a general plan for the continued improvement and development of the Property.

**ARTICLE II
GENERAL PROVISIONS**

A. Establishment of Restrictions

Appearer does hereby create and establish and subject the Property to the hereinafter set forth building restrictions, which are and shall be real obligations in the nature of predial servitudes and covenants running with the land. The Property is and shall be held, conveyed, hypothecated or encumbered, mortgage sold, leased, rented, used, occupied and improved subject to these building restrictions hereinafter set forth, all of which building restrictions are and shall be enforceable by Appearer, its successors or assigns, and any person, firm or corporation acquiring or owning any lot included within the Property or any subsequently subdivided portion thereof, or acquiring or owning any interest in the improvements located thereon. The building restrictions created herein shall inure to the benefit of and pass with each and every lot or any subsequently subdivided portion thereof contained within the Property and said building restrictions shall apply to and bind the heirs, assignees and successors in interest or any owner thereof.

All dedications, limitations, restrictions and reservations shown on any subdivision plat of the Property and all grants and dedications of servitudes and related rights heretofore made by Appearer and Appearer's predecessors in title affecting the Property are incorporated herein by reference and made a part of these Restrictions for all purposes, as if fully set forth herein, and shall be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Appearer conveying any part of the Property.

B. Purpose of Restrictions

The purpose of these restrictions is to insure proper development and use of the Property, to protect the owner of each parcel against improper development and use of surrounding parcels as will depreciate the value of his parcel, to prevent the erection on the Property of structures built of improper design or materials, to encourage the erection of attractive improvements at appropriate locations, to prevent haphazard and inharmonious improvements to secure and maintain proper setbacks from streets and adequate free spaces between structures, and in general to provide adequately for a high quality of improvements on the Property.

C. Definitions

Site "Site" shall mean all contiguous land under one ownership.

Improvements "Improvements" shall mean and include buildings, outbuildings, parking areas, loading areas, trackage, fences, walls, hedges, mass plantings, poles, signs and any other structures of any type or kind whatsoever.

ARTICLE III
REGULATION OF IMPROVEMENTS

A. Minimum Setback Lines

No structure of any kind shall be placed on any site closer to a Property line than is provided by the St. Charles Parish Planning and Zoning Regulations.

B. Building & Landscaping Plans

Plans for any building or other improvement placed upon the Property shall be approved by Esperanza Land, LLC. Plans shall also include a separate landscape plan.

C. Signs

All signs, either temporary or permanent, whether free standing or affixed to any structure shall be approved by Esperanza Land, LLC prior to erection.

D. Parking

No parking shall be permitted on Sugarland Parkway or any other streets in the Esperanza Business Park. Adequate off-street parking for each site shall be provided by owners or lessees.

E. Storage & Loading Areas

No materials, supplies or equipment or vehicles shall be stored in any area on a site except inside a closed building or behind a fenced area.

F. Maintenance of Lots

All Lot owners shall at all times (i) keep all weeds, grass and landscaping located on their Lot(s) cut in a sanitary, healthful and attractive manner, (ii) maintain all Improvements in a sanitary, healthful and attractive manner and (iii) not permit the accumulation of garbage, trash or rubbish of any kind on any Lot. All Lots, including but not limited to vacant Lots, shall at all times be mowed so that the grass shall be at a height of not greater than 12 inches.

G. Storage of ^aflammables

No oil, gasoline or any other ^bflammable substances shall be stored in bulk upon any Lot or part of a Lot except in approved storage tanks. No dangerous or hazardous materials shall be stored on any Lot except in strict accordance with law.

ARTICLE IV
BUILDING REGULATIONS

A. Building Construction

All Sugarland Parkway and Rue La Cannes elevations of any building or Improvements situated on any of the following lots:

Lot 1 to 19 and Parcels 1 and 2

shall be constructed of brick, concrete, masonry, stucco, EFIS, or concrete with an architectural treatment. Exterior color shall be harmonious with the overall aesthetics of the immediate area.

B. Maximum Height of Buildings

No building located on the Property shall exceed a maximum height of fifty feet, without the express permission of Esperanza Land, LLC.

ARTICLE V
Commencement and Completion of Construction

After commencement of construction of any structure or Improvement, the owner shall diligently prosecute the work thereon, to the end that the structure must be completed and placed into use no later than 18 months from the commencement of construction.

No excavation shall be made except in connection with construction of an Improvement, and upon completion thereof exposed openings shall be backfilled and disturbed ground shall be graded and leveled.

ARTICLE VI
APPROVAL OF PLANS

A. Submission and Approval of Plans

No Improvements shall be erected, placed, altered, maintained or permitted to remain on any site subject to these restrictions until plans and specifications showing plot layout and all exterior elevations, with materials and colors therefore and structural design, signs and landscaping, mechanical, electrical and plumbing detail and the nature, kind, shape, height and exterior color scheme of the materials to be incorporated into, and location of the proposed Improvements or alterations thereto shall have been submitted to and approved in writing by Esperanza Land, LLC. Such plans and specifications shall be submitted in writing over the signature of the owner or lessee of the site or his authorized agent.

B. Criteria for Approval

Approval shall be based on the following considerations and criteria: (1) adequacy of site dimensions, (2) adequacy of structural design, (3) conformity and harmony of external design with neighboring structures, (4) effect of location and use of improvements on neighboring sites, (5) relation of topography, grade and finished ground elevation of the site being improved to that of neighboring sites, (6) proper facing of main elevation with respect to nearby streets, and (7) conformity of the plans and specifications to the purpose and general plan and intent of these restrictions. Esperanza Land, LLC shall not arbitrarily or unreasonably withhold its approval of such plans and specifications.

C. Presumptive Approval

If Esperanza Land, LLC fails either to approve or disapprove such plans and specifications within sixty (60) days after the same has been submitted to it, it shall be conclusively presumed that Esperanza Land, LLC has approved said plans and specifications; provided, however, the failure of the Architectural Control Committee to approve or disapprove such plans and specifications within the thirty (30) day review period shall not allow any Improvements to be constructed, altered or placed on any Lot in a manner inconsistent with or in violation of any provision of these Restrictions. Esperanza Land, LLC shall have full power and authority to reject any plans and specifications that (i) do not comply with the restrictions herein imposed or meet its minimum structural and mechanical standards and requirements or architectural design requirements or (ii) might not be compatible, in the sole discretion of Esperanza Land, LLC, with the design or overall character and aesthetics of the Property or the harmony of external design or location in relation to property lines, building lines, servitudes, grades, surrounding structures, walks, and topography (including the orientation of the front and rear of any such building with respect to the Lot lines).

Neither Esperanza Land, LLC nor its successors or assigns shall be liable in damages to anyone submitting plans to them for approval, or to any owner or lessee of land affected by this Declaration, by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans. Every person who submits plans to Appearer for approval agrees, by submission of such plans, and every owner or lessee of any said property agrees, by acquiring title thereto or an interest therein, that we will not bring any action or suit against Esperanza Land, LLC or suit against Esperanza Land, LLC to recover any such damages.

Appearer hereby imposes upon the Property and any Lot located therein the right of Esperanza Land, LLC (or its successors) to impose and file in the mortgage records of St. Charles Parish a privilege against any Lot in accordance with La. R. S. 9:1145, as security for all expenses, including attorneys fees, incurred by Esperanza Land, LLC (or its successors) in maintaining a Lot caused by the failure of a Lot owner to comply with these Restrictions or otherwise in enforcing these Restrictions.

Esperanza Land, LLC (or its successor) shall give written notice to each Lot owner at its last address of any violation of these Restrictions, and such Lot owner shall have ten (10) days from the receipt of such notice to correct such violations. In the event a Lot owner does not cure such violations within the ten (10) day period, then Esperanza Land, LLC may (i) file suit to enjoin or restrain continued violations of these Restrictions; (ii) require specific performance to enforce compliance with these Restrictions; (iii) file suit to recover damages for violations of these Restrictions and/or (iv) record a privilege against any Lot owned by a defaulting Lot owner and then file suit to collect all amounts owed it and to enforce any privilege filed by it. In the event a Lot owner does not

properly maintain its Lot in accordance herewith, Esperanza Land, LLC or its employees, contractors or agents shall have the right to go upon such Lot, cause the Lot to be cleared, cleaned and mowed and have the grass, weeds and vegetation cut, when and as often as may be necessary in its judgment to keep the Lot in condition required by these restrictions. Esperanza Land, LLC or its employees, contractors or agents shall have the right to go upon any Lot, whether or not the Improvements have been constructed, to eliminate nuisance conditions, to mow lawns or trim shrubbery or to do anything necessary to maintain the aesthetic standards of such Lot for the benefit of the other Lot owners at the sole cost, risk, and expense of the Lot owner violating these Restrictions. The failure of Esperanza Land, LLC to enforce any restriction, covenants, and conditions herein contained shall in no event be deemed to be a waiver of the right to do so thereafter nor of the right to enforce any other restriction, covenant, or condition. Additionally, Esperanza Land, LLC shall not have any personal liability or responsibility for its failure to enforce any restriction, covenants or conditions herein contained.

ARTICLE VII REGULATION OF OPERATION AND USE

A. Permitted Operations and Uses

1.) Unless otherwise specifically prohibited herein, the following uses and no others will be permitted on the property:

- (a) Office buildings (including trade or business schools); or
- (b) Office/warehouse facilities where the warehouse is an integral part of the facility; or
- (c) Mini Storage Facilities; or
- (d) Light industrial operations: Light industrial operations shall be limited to warehousing, distribution, industrial schools, truck marshaling and light manufacturing. Light industrial usage permitted hereunder shall be carried out entirely within a building that is designed and constructed so that the enclosed operations and uses do not cause or produce a nuisance to adjacent lots, including by way of illustration but not limitation, vibration, sound, electro-magnetic disturbance, radiation, air or water pollution, dust or emission of odorous, toxic, or non-toxic matter. Further, all lighting is to be shielded and confined within property lines; or
- (e) Retail businesses

2.) No Hotel, Restaurant, Convenient Store, Gas Station or Eating establishment shall be allowed on the property, unless approved by Esperanza Land, LLC.

3.) Any use proposed subject to the above-mentioned restrictions shall be subject to local zoning ordinances and approval by local authorities.

B. Prohibited Operations and Uses

1.) Any and all exploration, development, production, or distribution of oil, gas or any other hydrocarbon substances or other minerals, including by way of illustration but not limitation the drilling of an oil or gas well, on any of the Property is strictly prohibited.

2.) The following operations and uses shall not be permitted on any of the Property:

- (a) Trailer Courts
- (b) Labor camps
- (c) Junk Yards
- (d) Commercial excavation of building or construction materials
- (e) Distillation of bones
- (f) Dumping, disposal or incineration of garbage or refuse in any form
- (g) Fat rendering
- (h) Stockyard and slaughter of animals
- (i) Refining of petroleum or of its products
- (j) Smelting of iron, tin, zinc, or other ores
- (k) Cattle or hog raising or raising of any other animals or poultry
- (l) Any and all heavy industrial uses, except concrete and/or asphalt batch plants in area zoned M-2 in Lot No. 1.

ARTICLE VIII

TERM, TERMINATION, MODIFICATION AND ASSIGNMENTS OF
ESPERANZA LAND, LLC, RIGHTS AND DUTIES

A. Term

This Declaration, every provision hereof and every covenant, condition and restriction contained herein shall continue in full force and effect for a period commencing on the date hereof and expiring forty (40) years from the date hereof.

B. Termination and Modification

This Declaration, or any provision hereof, or any covenant, condition or restriction contained herein, may be terminated, extended, modified, or amended, as to the whole of the Property or any portion thereof, with the written consent of the owners of fifty-one (51%) percent of the Property, based on the number of square feet owned as compared to the total number of square feet of the Property, provided however, that no such termination, extension, modification or amendment shall be effective until a proper instrument in writing has been executed and recorded in the office of the Clerk of Court of St. Charles Parish, Louisiana, and provided further that Appearer shall have the sole right to amend these Restrictions pursuant to an agreement duly executed and properly recorded in the appropriate records of St. Charles Parish, Louisiana for a period of 180 days after the effective date hereof.

C. Assignments of Esperanza Land, LLC Rights and Duties

Any and all rights, powers, and reservations of Esperanza Land, LLC herein contained may be assigned to any person, corporation or association or other entity which will assume the duties of Esperanza Land, LLC pertaining to the particular rights, powers, and reservations assigned, and upon any such person, corporation, association or entity's evidencing its consent in writing to accept such assignment and assume such duties, he or it shall, to the extent of such assignment, have the same rights and powers and be the subject to the same obligations and duties as are given to and assumed by Esperanza Land, LLC herein. The term Esperanza Land, LLC as used herein includes all such assignees and their heirs, successors and assigns. If at any time Esperanza Land, LLC ceases to exist and has not made such an assignment, a successor may be appointed in the same manner as these restrictions may be terminated, extended, modified or amended under Section B of this Article VIII.

ARTICLE IX MISCELLANEOUS PROVISIONS

A. Constructive Notice and Acceptance

Every person who now or hereafter owns or acquires any rights, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in said property.

Any notice required to be sent to any Lot owner or other owner of property in the Property under the provisions of these Restrictions shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such person at the time of such mailing. Any notice or demand is required or permitted hereunder to be given to any Lot owner or other owner of property in the Property shall be deemed to have been sufficiently given and served for all purposes (if mailed) three (3) calendar days after being deposited, postage prepaid, in the United States mail, registered or certified mail, or (if delivered by express courier) one (1) business day after being delivered to such courier, or (if delivered in person) the same day as delivery, in each case addressed in accordance with the above.

B. Mutuality, Reciprocity, Runs with Land

All restrictions, conditions, covenants and agreements contained herein are made for the direct, mutual and reciprocal benefit of each and every part and parcel in favor of every other parcel, and shall create reciprocal rights and obligations between the respective owners of all parcels, their heirs, successors and assigns and shall create privity of contract and estate between all grantees of said parcels, their heirs, successors and assigns and shall, as to the owner of each parcel, his heirs, successors and assigns, operate as covenants running with the land, for the benefit of all other parcels.

C. Paragraph Headings

Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit or describe the scope and intent of the particular paragraph to which they refer.

D. Effect of Invalidation

If any provision of this Declaration is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

THUS DONE AND PASSED, in multiple originals on the day, month and year herein first above written in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearer, and me, Notary, after reading of the whole.

WITNESES;

ESPERANZA LAND, LLC

Geard A. Bourgeois
Dana D. Authement

By: *Edward A. Dufresne Jr.*
Edward A. Dufresne Jr.
President

Louis G. Authement
LOUIS G. AUTHEMENT
NOTARY PUBLIC
NO. 25814

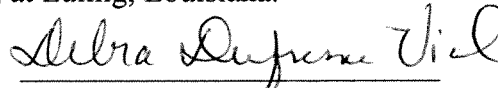
RESOLUTION
OF
ESPERANZA LAND, LLC

At a meeting of the Board of Managers of this Limited Liability Company (the "Company"), held at its office on the 12th day of April, 2006, all of the Managers being present, the following resolution was offered, seconded and unanimously passed:

RESOLVED, that Edward A. Dufresne, Jr., the President of this company be authorized on behalf of this Company to execute an Act establishing Building Restrictions for Esperanza Business Park, St. Charles Parish, Luling, Louisiana.

I, the undersigned secretary, hereby certify that the above and foregoing is a true and correct copy of the resolutions adopted by the Board of Managers of the Company, duly and legally called and convened on the 12th day of April, 2006, at which meeting a quorum of the said Board was present and voted, and that said resolutions have not been revoked or rescinded and is in full force and effect of the Minutes of Meeting of said Company, held on the day therein set forth.

This 12th day of April, 2006, at Luling, Louisiana.



Debra Dufresne Vial
Secretary

EXHIBIT "A"

Esperanza Business Park

A Certain Tract Of Land situated in Sections 1, 97-102 & 121, Township 13 South, Range 20 East and Sections 6, 7 & 8, Township 13 South, Range 21 East on the right descending bank of the Mississippi River, Luling, Parish of St. Charles, State of Louisiana; being a portion of Ashton Plantation and being a resubdivision of Tract C, Tract 4D-1-A and Tract 10A of Sugarland Subdivision into Lots designated as Lots 1 thru 19 and Parcel 1 and Parcel 2 of Esperanza Business Park.

All as shown on the attached sketch by Stephen P. Flynn dated January 17, 2006 and revised February 23, 2006 and April 11, 2006 entitled "Preliminary Plot – Esperanza Business Park"



ST. CHARLES PARISH

PLANNING AND ZONING

MATTHEW JEWELL
PARISH PRESIDENT

MEMORANDUM

To: Grant Dussom
Chief Financial Officer

From: Chris Welker 
Planner II

Date: September 3, 2020

RE: **Esperanza Business Park Phase 2
Administrative & Development Fees**

Enclosed please find subdivision development and administrative fees for Esperanza Business Park Phase 2 Subdivision as follows:

- Administrative fees, \$56.97
- Warranty Inspection, \$1,000
- Inspection/Testing Fee, \$9,610.75
- Light Standard Deposit, \$8,400

Also enclosed is a copy of the actual cost or fair market values provided to the Department of Public Works for drainage, streets, wastewater, water, and streetlights in the subdivision (GASB 34 data).

32646

Cypress Property Management, LLC

133 Belle Terre Blvd.
LaPlace, LA 70068
985-653-7368

Capital One, N.A.

14-9/650

Date

08/19/2020

PAY TO THE
ORDER OF

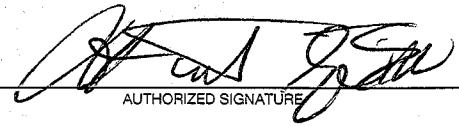
St. Charles Parish

\$ 8,400.00

EIGHT THOUSAND FOUR HUNDRED

DOLLARS

St. Charles Parish
Finance Dept.
Hahnville, LA 70057


AUTHORIZED SIGNATURE

MEMO

Streetlight deposit-Esper

⑈032646⑈ ⑆065000090⑆900 52 84218⑈

Security features. Details on back.



32811

Cypress Property Management, LLC

133 Belle Terre Blvd.
LaPlace, LA 70068
985-653-7368

Capital One, N.A.

14-9/650

Date

08/28/2020

PAY TO THE
ORDER OF

St. Charles Parish

\$ 10,667.72

TEN THOUSAND SIX HUNDRED SIXTY SEVEN 72/100

DOLLARS

St. Charles Parish
Finance Dept.
Hahnville, LA 70057


AUTHORIZED SIGNATURE

MEMO

Admin & Develop Fees

⑈032811⑈ ⑆065000090⑆900 52 84218⑈

Security features. Details on back.

