

Ord.

2009-0267

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO. 09-7-15

An ordinance to approve and authorize the execution of a Cash Sale of Parcel S-1 of the Matthews/Oliviera Lands, Paradis, St. Charles Parish, Louisiana, from Paradis Plantation, LLC for the Paradis Pump Station.

WHEREAS, the Parish Council adopted ordinance 07-3-12 on March 19, 2007 authorizing a contract with Buchart Horh, Inc to provide engineering and construction services for the installation of project P070107 Paradis Pump Station Bar Screen Cleaner and Deck; and,

WHEREAS, Buchart Horn has completed the design and obtained necessary permits, and a FEMA Grant in the amount of \$750,000 has been granted; and,

WHEREAS, the purchase of an area of 0.1449 acres adjacent to the pump station is required to allow equipment access to perform station maintenance and deck cleaning by Public Works personnel; and,

WHEREAS, it is important that St. Charles Parish proceed with this project in order to protect the property and well being of its citizens; and,

WHEREAS, Paradis Plantation LLC has agreed to sell the property as described in the attached Cash Sale for the sum of \$11,986.50.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That a public purpose exist for the acquisition of Parcel S-1 of the Matthews/Oliviera Lands, Paradis, St. Charles Parish, Louisiana, from Paradis Plantation, LLC.

SECTION II. That the Cash Sale by Paradis Plantation, LLC to St. Charles Parish for a certain 0.1449 acres tract of land in Paradis is hereby approved.

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

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

YEAS: SCHEXNAYDRE, AUTHEMENT, RAYMOND, TASTET, BENEDETTO, COCHRAN, LAMBERT, NUSS

NAYS: HOGAN

ABSENT: NONE

And the ordinance was declared adopted this 20th day of July, 2009, to become effective (5) days after publication in the Official Journal.

CHAIRMAN: *T. J. Ouellet*

SECRETARY: *Bethanna Jacob Tucker*

DLVD/PARISH PRESIDENT: *July 21, 2009*

APPROVED: *✓* DISAPPROVED: _____

PARISH PRESIDENT: *W. St. Pierre*

RETD/SECRETARY: *July 21, 2009*

AT: *4:25 pm* RECD BY: *Bgd vb*

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON *August 13, 2009*
AS ENTRY NO. *354506*
IN MORTGAGE/CONVEYANCE BOOK
NO. *733* FOLIO *172*

CASH SALE

UNITED STATES OF AMERICA

FROM: PARADIS PLANTATION, LLC

STATE OF LOUISIANA

TO: ST. CHARLES PARISH

PARISH OF ST. CHARLES

BE IT KNOWN, that on this N/A day of N/A, in the year two thousand and nine (2009).

BEFORE ME, a Notary Public in and for the Parish of St. Charles, State of Louisiana, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

PARADIS PLANTATION, LLC (Tax I.D.20-2258193) a Louisiana Limited Liability Company, domiciled in the Parish of Jefferson, herein represented by Francis T. Rene and Ben B. Mathews, duly authorized by unanimous written consent of the members, attached hereto and made a part hereof, and whose mailing address is 2100 Baratavia Blvd., Marrero, Louisiana, 70072;

hereinafter designated as "vendor" who declared that for the consideration and upon the terms and conditions hereinafter expressed, said vendor does by these presents sell, grant, bargain, assign, transfer, deliver, and abandon and set over under all lawful warranties and with substitution and subrogation to all rights and actions of warranty against all preceding owners and vendors, unto

ST. CHARLES PARISH, a political subdivision of the State of Louisiana, herein represented by V. J. St. Pierre, Jr., its Parish President, and whose mailing address is P. O. Box 302, Hahnville, Louisiana, 70057; and pursuant to Ordinance No. 09-7-15 adopted by the St. Charles Parish Council on July 20, 2009 a copy of which is attached hereto and made a part hereof;

hereinafter designated as "purchaser", here present, accepting and purchasing and acknowledging delivery and possession of the following described property, to wit:

Parcel S-1

That piece or portion of ground being Parcel S-1 of The Matthews/Oliviera Lands. Situated in Sections 3 & 39, T-14-S, R-20-E, Paradis, St. Charles Parish, Louisiana. All in accordance with a survey by Stephen P. Flynn, P.L.S. dated June 9, 2009 attached hereto and made a part hereof and being more fully described as follows:

Commence at the southeast intersection of La. U.S. Highway No. 90 and Louisiana Street thence proceed in a northeasterly direction along the south right of way of La. U.S. Highway No. 90 a bearing of N55°57'09"E a distance of 173.70' to a point; thence proceed in a northeasterly direction along the south right of way of La. U.S. Highway No. 90 a bearing of N56°42'18"E a distance of 126.48' to a point; thence proceed in a northeasterly direction along the south right of way of La. U.S. Highway No. 90 a bearing of

N55°37'58"E a distance of 146.16' to a point; thence proceed in a northeasterly direction along the south right of way of La. U.S. Highway No. 90 a bearing of N54°15'09"E a distance of 15.92' to a point; thence proceed in a northeasterly direction along the south right of way of La. U.S. Highway No. 90 along a curve to the left with a radius of 11474.77', a length of 109.28' and a chord bearing of N55°51'00"E a distance of 109.28' to a point; thence proceed in a northeasterly direction along the south right of way of La. U.S. Highway No. 90 along a curve to the left with a radius of 11474.77', a length of 83.82' and a chord bearing of N55°22'04"E a distance of 83.82' to a point; thence proceed in a northeasterly direction along the south right of way of La. U.S. Highway No. 90 a bearing of N55°09'31"E a distance of 15.46' to a point, the point of beginning; thence proceed in a northeasterly direction along the south right of way of La. U.S. Highway No. 90 a bearing of N55°09'31"E a distance of 59.81' to a point; thence proceed in a southeasterly direction a bearing of S35°23'26"E a distance of 46.06' to a point; thence proceed in a southwesterly direction a bearing of S50°57'21"W a distance of 64.38' to a point; thence proceed in a northwesterly direction a bearing of N30°23'37"W a distance of 50.93' to a point, the point of beginning.

Said Parcel S-1 contains approximately .0688 acres.

To have and to hold the said property unto the said purchaser forever.

This present sale and conveyance is made and accepted for and in consideration of the sum and price of **ELEVEN THOUSAND NINE HUNDRED EIGHT-SIX AND 50/100 (\$11,986.50) DOLLARS**, lawful current money of the United States of America, which amount the said purchaser has paid in ready CASH, receipt of which is hereby acknowledged by the vendor, and full discharge and acquittance granted therefor.

Taxes for 2008 are paid. The parties hereto waive any conveyance, mortgage, tax and any other certificates and relieve and release me, Notary, from any and all responsibility in connection therewith. The parties also acknowledge that no examination of the title has been made by me, Notary, and agree to relieve, release, defend, save, hold harmless, and indemnify me, Notary, from any and all claims, liabilities, and responsibilities in connection therewith.

Whenever the word "vendor" is used in this act, it shall be construed to include "vendors," and whenever the word "purchaser" is used it shall be construed to include "purchasers."

All the agreements and stipulations herein contained, and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties hereto.

The property transferred herein is sold "as is" without any warranty whatsoever (except as to merchantable title), including without any warranty as to the use of the property for a particular purpose.

The certificate of mortgages required by Article 3364 of the revised Civil Code of Louisiana is hereby dispensed with by the parties hereto.

THUS done, read and passed at my office in the City of JEFFERSON, Parish and State aforesaid, in the presence of undersigned competent witnesses who have hereunto signed their names with the parties and me, said Notary, the 3rd day of AUGUST, 2009.

WITNESSES:

Cynthia M. Rene
CYNTHIA M. RENE
Tricia A Dubroc
TRICIA A DUBROC

PARADIS PLANTATION LLC

Francis T. Rene
BY: FRANCIS T. RENE

Ben B. Mathews
BY: BEN B. MATHEWS

Jacob S. Capraro
NAME: _____
NOTARY PUBLIC
BAR NO. _____

JACOB S. CAPRARO, #3862
NOTARY PUBLIC
Parish of Orleans, State of Louisiana
My Commission is issued for Life.

THUS done, read and passed at my office in the City of Hahnville Parish and State aforesaid, in the presence of undersigned competent witnesses who have hereunto signed their names with the parties and me, said Notary, the 23rd day of July, 2009.

James S. Stoughton
Robbi Cullen

PARISH OF ST. CHARLES

V. J. St. Pierre, Jr.
BY: V. J. ST. PIERRE, JR.
PARISH PRESIDENT

Leon C. Vial, III
LEON C. VIAL, III
NOTARY PUBLIC
BAR NO. 13061

**UNANIMOUS WRITTEN CONSENT
OF THE MEMBERS
IN LIEU OF A SPECIAL MEETING OF MEMBERS
OF
PARADIS PLANTATION, LLC**

In lieu of a special meeting of the Members of **Paradis Plantation, LLC**, a Louisiana Limited Liability Company organized on January 28, 2005 pursuant to LSA-R.S. 12:1301, et. seq. (the "Company") the **Etienne Francis Rene Trust, Francis T. Rene, Marion P. Guirovich, Laura G. Trahan, Audrey L. Simoneaux, Elaine Briggs, and Matmoor, Inc.** (collectively, the "LLC Members"), and being all of the Members of the Company, do hereby take and authorize by written consent such actions as hereinafter set forth. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Operating Agreement for the Company dated March 1, 2005.

WHEREAS, the LLC Members acknowledge that due to the death of Elaine Briggs she is no longer deemed a Member of the Company and her heirs have not yet been admitted as Member of the Company pursuant to the procedure established in Article 11 of the Operating Agreement of the Company so that the undersigned Members constitute all of the current Members of the Company; and

WHEREAS, the Company desires to authorize the sale of certain property to the Parish of St. Charles, State of Louisiana, or its assignee; and

WHEREAS, the Company desires to authorize the donation of certain property to the Parish of St. Charles, State of Louisiana, or its assignee; and

WHEREAS, the Company desires to authorize the execution of documents evidencing said sale and donation.

NOW THEREFORE, IT IS RESOLVED, AGREED AND CONSENTED by the LLC Members of Paradis Plantation, LLC that:

Section 1. The Company is authorized to sell the property described on Exhibit "S-1" hereto for the sum of not less than Eleven Thousand, Nine Hundred, Eighty-Six and 50/100 Dollars, (\$11,986.50) all cash to the Company, and to pay such closing costs from the proceeds of the sale or other available funds as the Authorized Representatives designated in Section 3 hereof deem appropriate. The Authorized Representatives are further authorized to execute on behalf of the Company any and all documents and certificates necessary to accomplish this sale.

Section 2. The Company is authorized to donate the property described on Exhibit "S-2" hereto to the Parish of St. Charles, State of Louisiana, or its assignee for public purposes. The Authorized Representatives are further authorized to execute on behalf of the Company any and all documents and certificates necessary to accomplish this donation.

Section 3. **Francis T. Rene** and **Ben B. Mathews** (collectively, the "Authorized Representatives") are hereby authorized to execute on behalf of the Company and its Members any and all documents and certificates necessary to carry out the purposes of this consent, including but not limited to, Purchase Agreement for the designated property and an Act of Donation for the designated property.

Section 4. This Consent may be executed in multiple counterparts.

Section 5. This Consent may be executed by facsimile signatures all of which shall be deemed equivalent to manual signatures for purposes of authorizing this Consent and the actions authorized therein.

Parcel S-1

That piece or portion of ground being Parcel S-1 of The Matthews/Oliviera Lands. Situated in Sections 3 & 39, T-14-S, R-20-E, Paradis, St. Charles Parish, Louisiana. All in accordance with a survey by Stephen P. Flynn, P.L.S. dated June 9, 2009 and being more fully described as follows:

Commence at the southeast intersection of La. U.S. Highway No. 90 and Louisiana Street
Thence proceed in a northeasterly direction along the south right of way of La. U.S. Highway No. 90 a bearing of $N55^{\circ}57'09''E$ a distance of 173.70' to a point;

Thence proceed in a northeasterly direction along the south right of way of La. U.S. Highway No. 90 a bearing of $N56^{\circ}42'18''E$ a distance of 126.48' to a point;

Thence proceed in a northeasterly direction along the south right of way of La. U.S. Highway No. 90 a bearing of $N55^{\circ}37'58''E$ a distance of 146.16' to a point;

Thence proceed in a northeasterly direction along the south right of way of La. U.S. Highway No. 90 a bearing of $N54^{\circ}15'09''E$ a distance of 15.92' to a point;

Thence proceed in a northeasterly direction along the south right of way of La. U.S. Highway No. 90 along a curve to the left with a radius of 11474.77', a length of 109.28' and a chord bearing of $N55^{\circ}51'00''E$ a distance of 109.28' to a point;

Thence proceed in a northeasterly direction along the south right of way of La. U.S. Highway No. 90 along a curve to the left with a radius of 11474.77', a length of 83.82' and a chord bearing of $N55^{\circ}22'04''E$ a distance of 83.82' to a point;

Thence proceed in a northeasterly direction along the south right of way of La. U.S. Highway No. 90 a bearing of $N55^{\circ}09'31''E$ a distance of 15.46' to a point;

The Point of Beginning

Thence proceed in a northeasterly direction along the south right of way of La. U.S. Highway No. 90 a bearing of $N55^{\circ}09'31''E$ a distance of 59.81' to a point;

Thence proceed in a southeasterly direction a bearing of $S35^{\circ}23'26''E$ a distance of 46.06' to a point;

Thence proceed in a southwesterly direction a bearing of $S50^{\circ}57'21''W$ a distance of 64.38' to a point;

Thence proceed in a northwesterly direction a bearing of $N30^{\circ}23'37''W$ a distance of 50.93' to a point;

The Point of Beginning

Parcel S-2

That piece or portion of ground being Parcel S-2 of The Matthews/Oliviera Lands. Situated in Sections 3 & 39, T-14-S, R-20-E, Paradis, St. Charles Parish, Louisiana. All in accordance with a survey by Stephen P. Flynn, P.L.S. dated June 9, 2009 and being more fully described as follows:

Commence at the southeast intersection of La. U.S. Highway No. 90 and Louisiana Street
Thence proceed in a northeasterly direction along the south right of way of La. U.S. Highway No. 90 a bearing of $N55^{\circ}57'09''E$ a distance of 173.70' to a point;

Thence proceed in a northeasterly direction along the south right of way of La. U.S. Highway No. 90 a bearing of $N56^{\circ}42'18''E$ a distance of 126.48' to a point;

Thence proceed in a northeasterly direction along the south right of way of La. U.S. Highway No. 90 a bearing of $N55^{\circ}37'58''E$ a distance of 146.16' to a point;

Thence proceed in a northeasterly direction along the south right of way of La. U.S. Highway No. 90 a bearing of $N54^{\circ}15'09''E$ a distance of 15.92' to a point;

Thence proceed in a northeasterly direction along the south right of way of La. U.S. Highway No. 90 along a curve to the left with a radius of 11474.77', a length of 109.28' and a chord bearing of $N55^{\circ}51'00''E$ a distance of 109.28' to a point;

The Point of Beginning

Thence proceed in a northeasterly direction along the south right of way of La. U.S. Highway No. 90 along a curve to the left with a radius of 11474.77', a length of 83.82' and a chord bearing of $N55^{\circ}22'04''E$ a distance of 83.82' to a point;

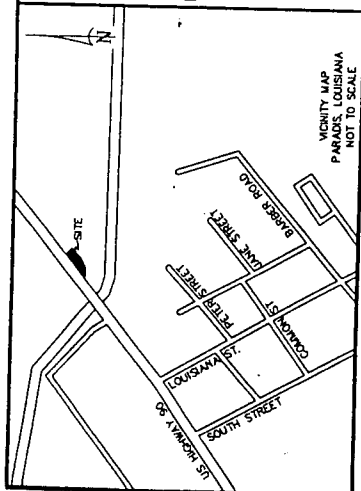
Thence proceed in a northeasterly direction along the south right of way of La. U.S. Highway No. 90 a bearing of $N55^{\circ}09'31''E$ a distance of 15.46' to a point;

Thence proceed in a southeasterly direction a bearing of $S30^{\circ}23'37''E$ a distance of 50.93' to a point;

Thence proceed in a southwesterly direction a bearing of $S68^{\circ}04'22''W$ a distance of 56.35' to a point;

Thence proceed in a northwesterly direction a bearing of $N81^{\circ}13'26''W$ a distance of 55.80' to a point;

The Point of Beginning



THE LOCATIONS OF UNDERGROUND AND OTHER NON-VISIBLE UTILITIES SHOWN HEREON HAVE BEEN DETERMINED FROM SUCH DATA AS HAS BEEN OBTAINED FROM RECORDS INCLUDING RECORDS MAINTAINED BY THE AGENCIES CONTROLLING SUCH LOCATIONS ARE SHOWN. THE ACTUAL NON-VISIBLE LOCATIONS SHOULD BE CONFIRMED BY THE FIELD AGENCY. THE LOCATION OF ANY UNDERGROUND INSTALLATION PRIOR TO ANY RELIANT CONSTRUCTION SHOULD BE CONFIRMED BY THE FIELD AGENCY INCLUDING PRIOR TO EXCAVATION AND DIGGING.

DEVELOPER: ST. CHARLES PARISH
 DEPARTMENT OF PUBLIC WORKS / WASTEWATER
 499 DAMS DRIVE
 LULING, LA 70070
 985-783-5102

APPROVED:

CHAIR, PLANNING AND ZONING COMMISSION

DATE

PARISH PRESIDENT

DATE

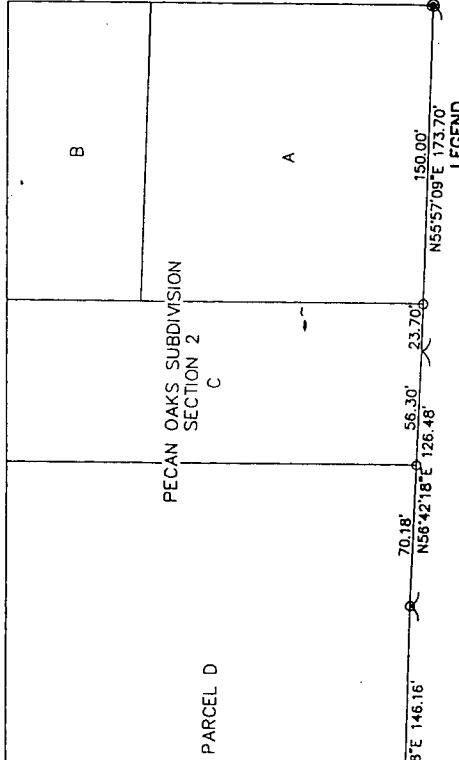
CERTIFICATION: THIS IS TO CERTIFY THAT THIS PLAN IS MADE IN ACCORDANCE WITH THE REVISIONED STATUTES 33:5031 ET. SEQ. AND CONFORMS TO ALL PARISH ORDINANCES GOVERNING THE SUBDIVISION OF LAND.

RECORDED IN THE CLERK OF COURT'S OFFICE
 ST. CHARLES PARISH ON THE
 DAY OF _____ IN BOOK _____
 FOLIO _____ ENTRY # _____

CURVE DATA:

- ① L=109.28'
R=11474.77'
Ch=-N55°51'00"E 109.28'
- ② L=83.82'
R=11474.77'
Ch=-N55°22'04"E 83.82'

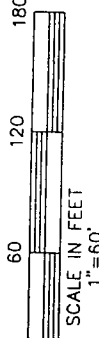
LOUISIANA STREET



AREA:	AREA:
PARCEL S-1	2.998 SQ. FT. 0.0688 ACRES
PARCEL S-2	3.318 SQ. FT. 0.0761 ACRES
TOTAL	6.316 SQ. FT. 0.1449 ACRES

LEGEND:

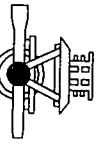
- #4 IRON ROD SET
- #4 IRON ROD FOUND
- ⊙ 60 PENNY NAIL FOUND
- ⊖ FENCE
- ⊘ POWER POLE
- POWER LINE
- - - GUY POLE
- ⊙ SEWER MANHOLE
- S- SEWER LINE



FOR REVIEW
 STEPHEN P. FLYNN
 P.L.S. LA. ST. REG. NO. 4668

DRAWN BY: TPT DRAWING NO. L1553-PARADIS

RIVERLANDS SURVEYING COMPANY



505 HEMLOCK STREET
 LAPLACE, LA 70068
 1-800-248-6982
 985-652-6356

TITLE: SURVEY PLAT AND RESUBDIVISION OF THE SOUTH TRACT OF THE MATTHEWS/OLIVERA LANDS INTO 60 PARCELS DESIGNATED AS PARCEL S-1 AND PARCEL S-2 OF THE MATTHEWS/OLIVERA LANDS SITUATED IN SECTIONS 3 & 39, T-14-S, R-20-E, PARADIS, ST. CHARLES PARISH, LOUISIANA.

DATE: JUNE 9, 2009

SURVEY REFERENCE:

1. SURVEY OF THE EAST TRACT & THE WEST TRACT MATTHEWS/OLIVERA LANDS BEING REMAINING PORTIONS OF LOTS 10 & 12 BY MICHAEL D. BERNARD, P.L.S. REVISED NOVEMBER 13, 2004.
2. RIGHT OF WAY & EASEMENT SURVEY OF PARCEL D BEING REMAINING PORTIONS OF LOTS 10 & 12 BY MICHAEL D. BERNARD, P.L.S. REVISED NOVEMBER 13, 2004.
3. SURVEY OF PARCEL D BEING REMAINING PORTIONS OF LOTS 10 & 12 BY MICHAEL D. BERNARD, P.L.S. DATED JULY 1, 2004 REVISED JANUARY 17, 2005. SECTION TWO, BY LUCIEN C. GASSEN, P.L.S.

BASIS OF BEARING:

BEARINGS HEREON ARE REFERENCED TO GRID NORTH AS ESTABLISHED BY THE LOUISIANA STATE PLANE COORDINATE SYSTEM, LOUISIANA SOUTH ZONE.

SURVEYOR'S NOTES:

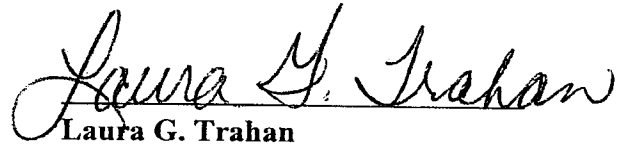
1. I CERTIFY THAT THIS PLAT REPRESENTS AN ACTUAL COURTY SURVEY MADE BY ME AND CONFORMS TO THE REQUIREMENTS FOR THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEY AS FOUND IN THE ADMINISTRATIVE CODE TITLE 46:LA, CHAPTER 25 FOR A CLASS "C" SURVEY.
2. NO TITLE OPINION IS GIVEN BY THIS FIRM, THEREFORE NO CERTIFICATION IS GIVEN TO THE EXISTENCE OF OTHER EASEMENTS OR ENCUMBRANCES WHICH MAY EXIST OTHER THAN THOSE SHOWN.
3. NO UNDERGROUND LINES OR CONDUITS SHOWN.

IN WITNESS WHEREOF, we have signed this Unanimous Consent on this 22th day of June, 2009, but with an effective date of July 1, 2009.

Paradis Plantation, LLC,
BY:



Marion P. Guirovich



Laura G. Trahan

Audrey L. Simoneaux

Francis T. Rene, individually

Etienne Francis Rene Trust:

Matmoor, Inc.:

By: _____
Francis T. Rene, Trustee

By: _____
Ben B. Mathews, Secretary

IN WITNESS WHEREOF, we have signed this Unanimous Consent on this 22th day of June, 2009, but with an effective date of July 1, 2009.

Paradis Plantation, LLC,
BY:

Marion P. Guirovich

Laura G. Trahan

Audrey L. Simoneaux

Francis T. Rene'
Francis T. Rene, individually

Etienne Francis Rene Trust:

By: *Francis T. Rene, Trustee*
Francis T. Rene, Trustee

Matmoor, Inc.:

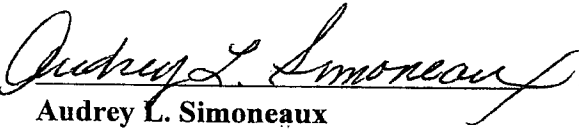
By: *Ben B. Mathews*
Ben B. Mathews, Secretary
President

IN WITNESS WHEREOF, we have signed this Unanimous Consent on this 22th day of June, 2009, but with an effective date of July 1, 2009.

Paradis Plantation, LLC,
BY:

Marion P. Guirovich

Laura G. Trahan


Audrey L. Simoneaux

Francis T. Rene, individually

Etienne Francis Rene Trust:

Matmoor, Inc.:

By: _____
Francis T. Rene, Trustee

By: _____
Ben B. Mathews, Secretary

IN WITNESS WHEREOF, we have signed this Unanimous Consent on this 22th day of June, 2009, but with an effective date of July 1, 2009.

Paradis Plantation, LLC,
BY:

Marion P. Guirovich

Laura G. Trahan

Audrey L. Simoneaux

Francis T. Rene, individually

Etienne Francis Rene Trust:

Matmoor, Inc.:

By: _____
Francis T. Rene, Trustee

By: Ben B. Mathews
Ben B. Mathews, Secretary