

2 *Prod.*
2012-0152

INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN, DISTRICT V
CAROLYN K. SCHEXNAYDRE, COUNCILWOMAN-AT-LARGE, DIVISION A
CLAYTON FAUCHEUX, JR., COUNCILMAN-AT-LARGE, DIVISION B

ORDINANCE NO. 12-6-1

An ordinance approving an Agreement to Make Irrevocable Donation attached hereto and made a part hereof as Exhibit "A", by RNW Community, LLC & Normandy Associates (collectively) and St. Charles Parish.

WHEREAS, Louisiana is a sportsman's paradise; and,
WHEREAS, boater's public access to our waterways on the west bank of St. Charles Parish is limited; and,
WHEREAS, adequate property needed for constructing a boat launch in Des Allemands and Bayou Gauche area is limited; and,
WHEREAS, RNW Community, LLC & Normandy Associates (collectively), a private group, has agreed to enter into a new Agreement to Make Irrevocable Donation regarding a parcel of property for the construction of a new public boat launch through the attached agreement; and,

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Agreement to Make Irrevocable Donation attached hereto and made a part hereof as Exhibit "A" by RNW Community, LLC & Normandy Associates (collectively) and St. Charles Parish is hereby authorized and the St. Charles Parish President is hereby authorized to execute said Agreement.

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

YEAS: SCHEXNAYDRE, FAUCHEUX, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, NUSS

NAYS: NONE

ABSENT: FLETCHER

And the ordinance was declared adopted this 4th day of June, 2012, to become effective (5) days after publication in the Official Journal.

2012-0152 - Irrevocable Donation Agreement revised

CHAIRMAN: 

ACTING SECRETARY: Carli Madore

DLVD/PARISH PRESIDENT: June 6, 2012

APPROVED:  DISAPPROVED: _____

PARISH PRESIDENT: 

RETD/SECRETARY: June 7, 2012

AT: 9:45 am RECD BY: CPM

AGREEMENT TO MAKE IRREVOCABLE DONATION

**RNW COMMUNITY, LLC, OWNER, GRANTOR
NORMANDY ASSOCIATES, MORTGAGEE, GRANTOR
PARISH OF ST. CHARLES, LOUISIANA, GRANTEE**

The undersigned RNW COMMUNITY, LLC (Owner) and NORMANDY ASSOCIATES (mortgagee) (collectively, Grantors) of that certain property located in the Parish of St. Charles, State of Louisiana (Parish), known as Lot 338-A containing 15.038 acres and a 60-foot wide access to said Lot 338-A from the WPA Road connecting with Louisiana Highway 632 containing 3.283 acres, all in accordance with a survey by LUCIEN C. GASSEN, P.L.S., dated 24 February 1994 revised 8 April 1994 (collectively Property),

Agree, under the terms and conditions set out herein, to donate to the Parish a site out of Lot 338-A in the south East corner of said lot, which site is to measure along the easterly side from the SE corner approximately 575 feet northerly to the northern line of the 60-foot wide access, thence westerly approximately 250 feet along a line extending the northern line of the 60 foot wide access, and thence southerly to the southern property line of Lot 338-A, containing approximately 3.01 acres (Boat Launch Site).

Grantors further agree, under the terms and conditions set out herein, to donate to the Parish the 60 foot wide access from WPA Road containing 3.283 acres.

Grantors understand that the Parish will be seeking funding to construct the boat launch in 2 proposed phases, as defined below.

Grantors agree that this described property may not be alienated or encumbered in a manner as would in any way forestall this donation. Grantors understand that the Parish will be applying for grant funding prior to the application deadline of 1 October 2012 to assist in the funding of the project.

Unless agreed to otherwise in writing, this agreement will automatically terminate upon the later of the following: 1) the Parish not applying for grant funding prior to the 2012 application submittal deadline; 2) the Parish not being successful in securing grant the grant funding, or 3) the Parish not funding Phase I outright in the 2014 budget.

A handwritten signature in black ink, appearing to be 'Rw' with a stylized flourish above the 'w'.

The donation will be subject to the following conditions:

1. This agreement supercedes all prior agreements between the parties on this subject.
2. The donation is to be a charitable donation to the Parish to be used exclusively for the development of a public boat launch to be constructed in at least 2 phases.
3. The donation is to be made with a reservation of a utilities easement for the bringing of water, sewer, natural gas, telephone, and cable (Additional Utilities) as may be necessary to service the remainder of Lot 338-A.
4. No commercial activities will be permitted on any of the donated ground. The collection of boat launch fees to cover cost of operation and maintenance of the infrastructure is not considered a commercial activity and will not be prohibited.

Under no circumstances is the Parish obligated to construct the project until such time that project funding is in place. Upon funds being in place, the Parish will prepare all documentation needed to effect the donation and for Parish Council to accept the donation. Upon notice to Grantors that the Parish has the funding in place, Grantors are obligated to effect the donation as soon as practicable. The Parish will accept the same within 30-days.

It is understood that Phase I is proposed to consist of the boat launch and the hard surface levee ramp to the boat launch, a gravel parking area, and a gravel road to the site.

a. It is understood that as part of Phase I, the Parish proposes to construct (to Parish standards) a gravel surfaced access roadway (meeting the base requirements for a standard Parish twenty-two (22) foot wide asphalt paved public collector street for future paving) within the 60 foot wide access. The roadway is to extend from the WPA Road to the western edge of the Boat Launch Site for access to the Boat Launch and to the remainder of Lot 338-A.

b. It is understood that as part of Phase I, the Parish proposes to install electrical utilities and street lighting along the access roadway and around the Boat Launch Site in conjunction with construction of the project. It is understood that all such lighting is to be so designed as to minimize the ambient lighting "spilled" outside of the site donated to the Parish and onto the remainder of Lot 338-A.

It is understood that Phase II is planned to consist of asphalt paving of the parking area and the roadway to the site. It is the understanding of both parties that the Parish will use its best efforts to obtain the necessary funding to complete Phase II, within a reasonable time after the completion of Phase I.

In no event will the remainder of Lot 338-A be charged with any expenses related either to Phase I or to Phase II other than in the form of mill levies common to all properties in the Parish.

If Grantors are timely in installing any Additional Utilities to service the remainder of Lot 338-A, the construction of same and the construction of the road will be coordinated so that neither the installation of Additional Utilities nor the construction of the road is unreasonably hampered. Any delays in the construction of the road or the Boat Launch facility caused by Grantor's installation of Additional utilities will increase the time allowed in Paragraph 4 for completion of construction.

At the Act the of Donation, the Grantors agree to provide the Parish with the right of first refusal for a portion of the remainder of Lot 338-A not exceeding 125' in width lying immediately adjacent to and west of the donated property south of the proposed roadway.

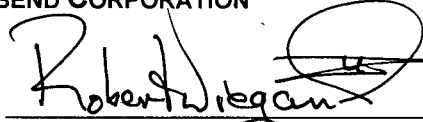
The Property was acquired from TEXACO, INC. by THERIOT SHIPBUILDING, LLC and transferred by merger into the name of MANCHAC MARINE, LLC, which company issued a mortgage in favor of FIRST NATIONAL BANK USA. The said bank sold the note and assigned the mortgage to RNW COMMUNITY, LLC. In the meantime, MANCHAC MARINE, LLC issued a quit-claim deed to Robert N. Wiegand, individually, who subsequently deeded the property to RNW COMMUNITY, LLC by *dation en paiement*. RNW COMMUNITY, LLC has issued a mortgage in favor of NORMANDY ASSOCIATES (a Louisiana partnership *in commendam*). RIVERBEND CORPORATION is the General Partner of NORMANDY ASSOCIATES and the Manager of RNW COMMUNITY, LLC. Robert Wiegand II is the President of RIVERBEND CORPORATION.

RW

In my capacity as President of RIVERBEND CORPORATION, which is, itself, General Partner of NORMANDY ASSOCIATES and Manager of RNW COMMUNITY, LLC, I bind the said companies to the above and foregoing Agreement.

WITNESSES

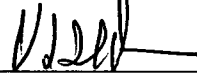
RIVERBEND CORPORATION



Robert Wiegand II, President

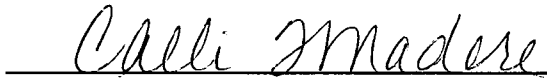
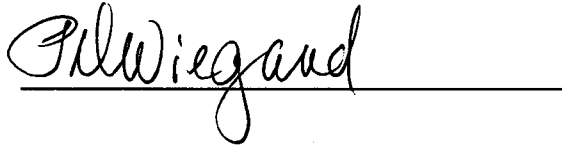
Date: 10 MAY 2012

ST. CHARLES PARISH



V. J. St. Pierre, Jr. - President

Date: 6/7/12



RIVERBEND CORPORATION CERTIFICATE OF AUTHORITY

Be it known that, at a duly-constituted meeting of the board of directors of RIVERBEND CORPORATION on Saturday, 5 May 2012, the following resolution was adopted:

RESOLVED, that Robert Wiegand II (President), Pamela D. Wiegand (Executive Vice President), Graham L. Bosworth (1st Vice President), and Julianna W. Iacovone (2nd Vice-President), of the Corporation, are the executive officers of the corporation.

FURTHER RESOLVED, that the executive officers, or any of them, are authorized to act for and on behalf of the corporation as general partner of

RIVERBEND ASSOCIATES and
NORMANDY ASSOCIATES,

both of which are Louisiana partnerships *in commendam* (limited partnerships),
and
as Manager of

HIDDEN LAND, LLC,
RNW COMMUNITY, LLC,
RNW HOLDINGS, LLC, and
NORMANDY DEVELOPMENT, LLC,

all of which are Louisiana limited liability companies.

FURTHER RESOLVED, that the executive officers, or any of them, is fully authorized in the name of and on behalf of the corporation:

- i. to borrow money, to execute loan agreements, to purchase any real estate for such amount and on such terms and conditions and with such clauses and stipulations contained in the act of purchase as (s)he think proper and advisable,
- ii. to lease or to sell any real (immovable) or personal (movable) property owned by this corporation to any person or persons or corporations, for such amount and on such terms and conditions as (s)he think advisable, and to receive and to receipt for the selling price and to give full acquittance and discharge therefore,
- iii. to mortgage any real (immovable) property owned by this corporation under a conventional mortgage to anyone (including any homestead association) under a vendor's lien and in accordance with the rules and regulations of the lender, for such amounts and on such terms and conditions as (s)he may determine, with authority in the case of a homestead association loan to sell the property to the association and to repurchase same, and to subscribe to any mortgage installment stock as may be necessary, all in accordance with the rules and regulations of such homestead,
- iv. to grant a security interest in any personal (movable) property owned by this corporation,
- v. to enter into pledge agreements pledging any property of the corporation including, but not limited to, the promissory notes or collateral mortgage notes attached for identification with a collateral mortgage,

RIVERBEND CORPORATION
CERTIFICATE OF AUTHORITY

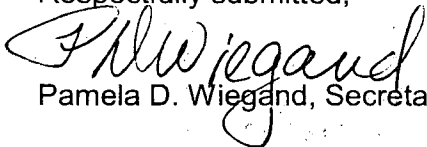
- vi. to enter into assignment agreements assigning property owned by this corporation, with full authority to sign and to execute any act or acts before any Notary Public, containing such clauses, stipulations, and obligations as (s)he may deem advisable, including confession of judgment, sale by executory process, waiver of appraisalment, and the non-alienation clause,
- vii. to guaranty any indebtedness of the corporation's affiliates or principals or any third parties,
- viii. to hypothecate any property owned by this corporation to secure any indebtedness of the corporation's affiliates or principals or of any third parties, and
- ix. to build and construct houses and other improvements on, or to make repairs or additions to, property owned by this corporation with or without bond, and for such amount and on such terms as (s)he deem advisable,

with further authority to sign and to execute any and all documents or deeds, notes or mortgage notes, guarantee, building contracts, *etc.* necessary or advisable to carry out fully the foregoing objects and purposes, it being understood that such authority extends to include effecting any of the above on behalf of any partnership of which this corporation is the general partner and on behalf of any limited liability company of which this corporation is a Manager.

FINALLY RESOLVED, that the intent of this resolution is to place full authority with such officer to transact completely the business of the corporation as outlined in its charter and the businesses of the several partnerships and limited liability companies as outlined in their constituent documents, in which the objects and purposes are set forth, and under all applicable law, all without the necessity of the adoption by the board of directors of a separate resolution to cover each transaction, or to cover each sale, purchase, mortgage, or the construction of any improvements on the property of the corporation, with further authority to do anything in the premises which may be necessary or advisable to carry out fully all or any of the purposes of this resolution.

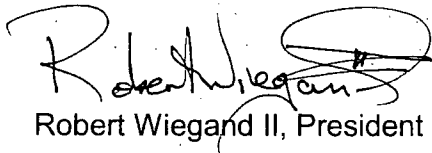
The said resolution has not been modified and remains in full force and effect.

Respectfully submitted,



Pamela D. Wiegand, Secretary Wednesday, 9 May 2012

I certify that Pamela D. Wiegand is the duly-elected Secretary of the corporation and that she did execute the above and foregoing.



Robert Wiegand II, President