

Ord.
2012-0217

INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)
DENNIS NUSS, COUNCILMAN, DISTRICT VII

ORDINANCE NO. 12-6-15

An ordinance to authorize the Parish President to acquire an additional portion of Lot 14 of Coronado Park, St. Charles Parish, Louisiana, at a price not to exceed its appraised value of \$555.50, or to expropriate such property for valuable consideration not to exceed the full extent of the owner's loss, from Jacqueline Ford Rome and/or all other owners of record, as their interests may appear, said property to be used by St. Charles Parish for drainage purposes and relocation of utilities, including but not limited to pump stations, necessary utilities, and drainage conveyance systems in connection with the project known as "Coronado Drainage Improvements, Pump Station #2 Capacity Improvements".

- WHEREAS,** Coronado Park Subdivision in Luling, St. Charles Parish, Louisiana, has a history of flooding problems; and,
WHEREAS, St. Charles Parish has undertaken the project known as "Coronado Drainage Improvements, Pump Station #2 Capacity Improvements"; and,
WHEREAS, St. Charles Parish, in order to complete the project known as "Coronado Drainage Improvement, Pump Station #2 Capacity Improvements", needed to acquire certain property from Jacqueline Ford Rome, and all owners of record of said property; and,
WHEREAS, St. Charles Parish by virtue of Ordinance No. 10-6-12 authorized the acquisition of certain property from Jacqueline Ford Rome and thereafter, acquired said property from her; and,
WHEREAS, an error was made in describing the property St. Charles Parish acquired from Jacqueline Ford Rome, which resulted in St. Charles Parish not acquiring all of the property the design of the project required; and,
WHEREAS, St. Charles Parish now needs to acquire that certain property from Jacqueline Ford Rome more particularly described on Exhibit "A" to the proposed Cash Sale; and,
WHEREAS, The drainage project and the acquisition of the property described as Exhibit "A" is in furtherance of the public's best interest and purpose, and is in satisfaction of a public need.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Parish President is hereby authorized to purchase at a price not to exceed its appraised value of \$555.50, and/or to expropriate the property more particularly described on Exhibit "A" to the Cash Sale for valuable consideration in an amount not to exceed the full extent of the owner(s)'loss, from Jacqueline Ford Rome, and/or all other owners of record, as their interests may appear, said property to be used for utility and drainage purposes, including but not limited to the placement and operations of pump stations, necessary utilities, and relocation of utilities necessary for the placement and utilization of the drainage facilities.

SECTION II. That the Parish President is hereby authorized to execute all documents necessary to complete said purchase and/or expropriation.

SECTION III. That should the expropriation process be necessary, said expropriation shall be in accordance with state law.

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

YEAS: SCHEXNAYDRE, FAUCHEUX, WILSON, TASTET, BENEDETTO, HOGAN,
COCHRAN, FLETCHER, NUSS
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 18th day of June, 2012, and to become effective immediately.

CHAIRMAN: [Signature]

ACTING SECRETARY: Chelli Madere

DLVD/PARISH PRESIDENT: June 20, 2012

APPROVED: [Signature] DISAPPROVED: _____

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: June 21, 2012

AT: 2:00 pm RECD BY: cbm

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON July 27, 2012
AS ENTRY NO. 381108
IN MORTGAGE/CONVEYANCE BOOK
NO. 775 FOLIO 171

CASH SALE

BY JACQUELINE FORD ROME

TO ST. CHARLES PARISH

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF ST. CHARLES

BE IT KNOWN, that on the day or days hereinafter stated;

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:

JACQUELINE FORD ROME (s.s.# xxx-xx-4649) a person of the full age of majority, who has been married but one time and then to Lester P. Rome, from whom she was divorced, and who is a resident of St. Charles Parish, Louisiana, whose mailing address is 326 Santa Cruz Court, Luling, Louisiana 70070.

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, abandon and set over without any warranties but 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, its President, whose mailing address is P. O. Box 302, Hahnville, Louisiana, 70057, acting pursuant to Ordinance No. 12-6-15, adopted by the St. Charles Parish Council on June 18, 2012, a copy of which is annexed hereto and made a part hereof,

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

That piece or portion of ground of Lot 14 of Coronado Park Being a Portion of Farm Lot 20 of Ellington Plantation. Situated in Sections 49, 57 & 69, T-13-S, R-21-E, Luling, St. Charles Parish, Louisiana. All in accordance with a survey by Stephen P. Flynn, P.L.S. dated November 2, 2009, last revised March 7, 2012 and being more fully described as follows:

Commence at a point said point being the northwest intersection of Primrose Drive and Santa Cruz Court, thence proceed, along the north right of way of Primrose Drive N69°24'30"W a distance of 168.82' to a point;

The Point of Beginning

Thence proceed in a southwesterly direction along the north right of way of Primrose Drive a bearing of S69°24'30"W a distance of 1.46' to a point;

Thence proceed in a northwesterly direction along a line to the west line of Lot 14 a bearing of N22°12'10"E a distance of 56.07' to a point;

Thence proceed in a northeasterly direction along the west line of Lot 14 a bearing of N23°30'00"E a distance of 2.92' to a point;

Thence proceed in a southeasterly direction to the north right of way of Primrose Drive a bearing of S21°35'06"E a distance of 58.16' to a point;

The Point of Beginning

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 **FIVE HUNDRED FIFTY FIVE AND 50/100THS (\$555.50) 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 therefore.

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 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 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 in St. Charles Parish, Louisiana, in the presence of undersigned competent witnesses who have hereunto signed their names with the parties and me, said Notary, this 11 day of July, 2012.

WITNESSES:

Noelle Raymond
Printed Name: Noelle Raymond


Jara Rome Delli
Printed Name: J.R. Delli

Jacqueline Ford Rome
JACQUELINE FORD ROME


ROBERT L. RAYMOND, N.P. 11408
14108 RIVER ROAD
DESTREHAN, LA 70047

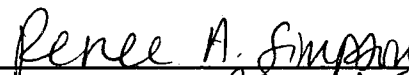
THUS DONE, READ AND PASSED in St. Charles Parish, Louisiana, in the presence of undersigned competent witnesses who have hereunto signed their names with the parties and me, said Notary, this 24 day of July, 2012.

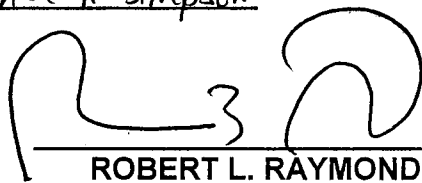
WITNESSES:


Printed Name: Andrea Coleman

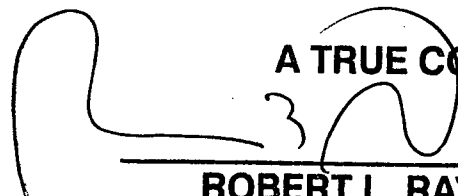
ST. CHARLES PARISH

By: 
V.J. St. Pierre
Parish President


Printed Name: Renee A. Simpson

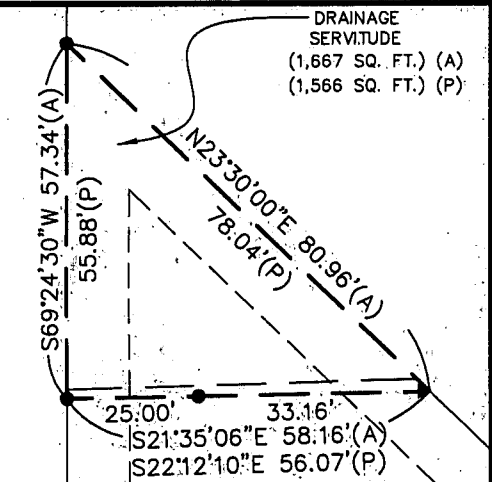
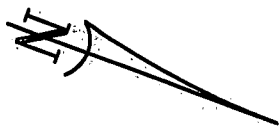
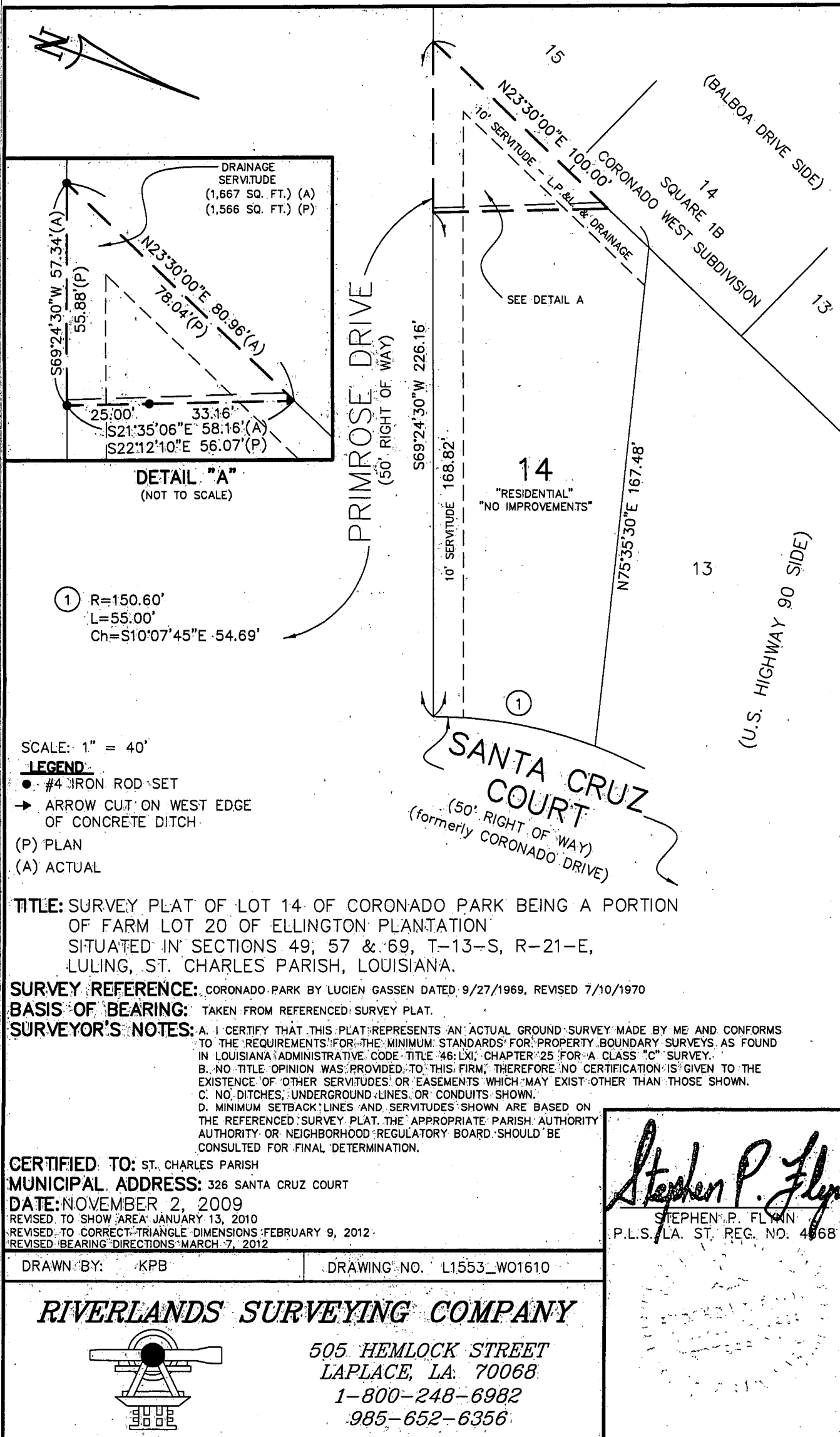


ROBERT L. RAYMOND, N.P. 11408
14108 RIVER ROAD
DESTREHAN, LA 70047



A TRUE COPY

ROBERT L. RAYMOND
NOTARY PUBLIC - LSBA#11408



DETAIL "A"
(NOT TO SCALE)

① R=150.60'
L=55.00'
Ch=S10°07'45"E 54.69'

SCALE: 1" = 40'

LEGEND:

- #4 IRON ROD SET
- ARROW CUT ON WEST EDGE OF CONCRETE DITCH
- (P) PLAN
- (A) ACTUAL

TITLE: SURVEY PLAT OF LOT 14 OF CORONADO PARK BEING A PORTION OF FARM LOT 20 OF ELLINGTON PLANTATION SITUATED IN SECTIONS 49, 57 & 69, T-13-S, R-21-E, LULING, ST. CHARLES PARISH, LOUISIANA.

SURVEY REFERENCE: CORONADO PARK BY LUCIEN GASSEN DATED 9/27/1969, REVISED 7/10/1970

BASIS OF BEARING: TAKEN FROM REFERENCED SURVEY PLAT.

SURVEYOR'S NOTES:

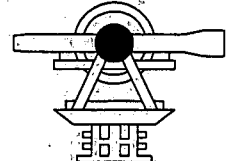
- A. I CERTIFY THAT THIS PLAT REPRESENTS AN ACTUAL GROUND SURVEY MADE BY ME AND CONFORMS TO THE REQUIREMENTS FOR THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS FOUND IN LOUISIANA ADMINISTRATIVE CODE TITLE 46:XXI, CHAPTER 25 FOR A CLASS "C" SURVEY.
- B. NO TITLE OPINION WAS PROVIDED TO THIS FIRM, THEREFORE NO CERTIFICATION IS GIVEN TO THE EXISTENCE OF OTHER SERVITUDES OR EASEMENTS WHICH MAY EXIST OTHER THAN THOSE SHOWN.
- C. NO DITCHES, UNDERGROUND LINES OR CONDUITS SHOWN.
- D. MINIMUM SETBACK LINES AND SERVITUDES SHOWN ARE BASED ON THE REFERENCED SURVEY PLAT. THE APPROPRIATE PARISH AUTHORITY OR NEIGHBORHOOD REGULATORY BOARD SHOULD BE CONSULTED FOR FINAL DETERMINATION.

CERTIFIED TO: ST. CHARLES PARISH
MUNICIPAL ADDRESS: 326 SANTA CRUZ COURT
DATE: NOVEMBER 2, 2009
REVISED TO SHOW AREA JANUARY 13, 2010
REVISED TO CORRECT TRIANGLE DIMENSIONS FEBRUARY 9, 2012
REVISED BEARING DIRECTIONS MARCH 7, 2012

Stephen P. Flynn
STEPHEN P. FLYNN
P.L.S. LA. ST. REG. NO. 4068

DRAWN BY: KPB DRAWING NO. L1553_W01610

RIVERLANDS SURVEYING COMPANY



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

EXHIBIT "A"
Legal Description
Lot 14
Of Coronado Park Being a Portion of
Farm Lot 20 Of Ellington Plantation

That piece or portion of ground of Lot 14 of Coronado Park Being a Portion of Farm Lot 20 of Ellington Plantation. Situated in Sections 49, 57 & 69, T-13-S, R-21-E, Luling, St. Charles Parish, Louisiana. All in accordance with a survey by Stephen P. Flynn, P.L.S. dated November 2, 2009, last revised March 7, 2012 and being more fully described as follows:

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The Point of Beginning

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Thence proceed in a northwesterly direction along a line to the west line of Lot 14 a bearing of N22°12'10"E a distance of 56.07' to a point;

Thence proceed in a northeasterly direction along the west line of Lot 14 a bearing of N23°30'00"E a distance of 2.92' to a point;

Thence proceed in a southeasterly direction to the north right of way of Primrose Drive a bearing of S21°35'06"E a distance of 58.16' to a point;

The Point of Beginning

Stephen P. Flynn



RECEIPT, RELEASE AND INDEMNITY AGREEMENT

CJ.F.R.

FIFTY 30/100

FOR AND IN CONSIDERATION OF the sum of ONE THOUSAND AND 00/100 ^(1050⁰⁰) ~~(\$1,000.00)~~ DOLLARS, the receipt and sufficiency of which is hereby acknowledged, the undersigned, JACQUELINE FORD ROME, individually, hereby releases and forever discharges St. Charles Parish, its officers, agents, employees, heirs, contractors, successors, and assigns, ("Released Parties") from any and all claims, demands, damages, actions, causes of action, or suits of any kind or nature whatsoever, whether now or existing or hereinafter arising, known or unknown, filed or unfiled, with respect to any and all liability, including attorneys fees and costs, arising from or in connection with the Coronado Drainage Improvements project including all property damages, severance damages, conversion, rental claims, and trespass.

Further, this settlement does not constitute an admission of liability by St. Charles Parish, its officers, agents, employees and assigns, for any purpose whatsoever.

It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment is not to be construed as an admission of liability on the part of the Released Parties, by whom liability is expressly denied.

Further, JACQUELINE FORD ROME agrees to hold harmless and indemnify the Released Parties from any and all liabilities, costs, attorney fees, and the like should any claim be brought against the Released Parties by anyone whatsoever arising from this transaction.

This Release contains the entire agreement between and among the parties hereto, and the terms of this Release are contractual and not merely recital.

Appearer further declared that JACQUELINE FORD ROME is the only person entitled to receive the payment described above and grants the Receipt, Release and Indemnity Agreement granted herein.

The undersigned hereby declares that the terms of this settlement have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise, adjustment, and settlement of any and all claims, disputed or otherwise, and for the express purpose of precluding forever any further or additional claims arising therefrom.

THUS EXECUTED AND SIGNED this 11th day of July, 2012, at Luling,
Louisiana.

WITNESSES:

Noelle Raymond

Jacqueline Ford Rome
JACQUELINE FORD ROME

Sara Rome Delili

Sworn to and subscribed this 11th day of July, 2012.

[Signature]
NOTARY PUBLIC

A TRUE COPY
[Signature]
ROBERT L. RAYMOND
NOTARY PUBLIC - LSBA#11408

St Charles Parish
Lance Marino Clerk of Court
St. Charles Parish Courthouse
PO Box 424
Hahnville, LA 70057
Phone Number : (985) 783-6632
FaxNumber : (985) 783-2005

Official Receipt : 2012-00006856

Printed On : 07/27/2012 at 9:27:40 AM

By : 210 on NEWRETRV15

ST. CHARLES PARISH - GENERAL FUND
PO BOX 302
HAHNVILLE, LA 70057

Date Recorded : July 27, 2012

Instrument ID	Recorded Time	Amount
Book : 775 Page : 171	9:26:13 AM	\$70.00

Transaction : Sale - Conveyance

ROME, JACQUELINE FORD

To : PARISH OF ST CHARLES

Remarks : RECORDING REQUESTED BY ROBERT RAYMOND

Accounts

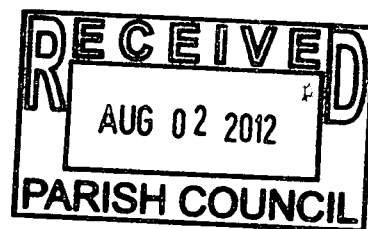
	Amount
Certified Copies	\$0.00
Conformed Copies	\$10.00
Recordings	\$60.00

Total Due :	\$70.00
Amount Charged :	\$70.00
Change Tendered :	\$0.00

HAVE A NICE DAY

ROBERT L. RAYMOND

ATTORNEY AT LAW
14108 RIVER ROAD
P.O. BOX 340
DESTREHAN, LOUISIANA 70047



PHONE: (985) 764-8709
E-MAIL: rlymond@eatel.net

FAX: (985) 764-8739

July 30, 2012

Timothy J. Vial
Chief Administrative Officer
St. Charles Parish
P.O. Box 302
Hahnville, LA 70057

**RE: My File: 10-3188
St. Charles Parish/Jacqueline Rome**

Dear Mr. Vial:

I believe the matter between St. Charles Parish and Ms. Rome may be concluded. The Act of Sale has been passed and duly recorded, and Ms. Rome has executed a Receipt, Release and Indemnity Agreement. As you will see, the Receipt and Release was amended to provide for consideration in the amount of \$1,050.00, fifty (\$50) dollars more than was agreed upon. Ms. Rome refused to sign and insisted we pay her \$1,050.00; so with your approval, I paid her \$50.00 from my business account, and will invoice St. Charles Parish accordingly. In any event, I believe and am hopeful that this chapter of this parish drainage project is concluded.

Included are the following:

- 1) True copy of the Cash Sale with recordation data and the receipt for filing same with the Clerk of Court; and
- 2) True copy of the Receipt, Release and Indemnity Agreement.

It has been a pleasure working with **you** in this matter.

With kindest regards, I am

Very truly yours,

A handwritten signature in black ink, appearing to be "RLR", with a large, stylized flourish extending from the bottom left.

Robert L. Raymond
RLR/ldn
Enclosures

ROBERT L. RAYMOND

ATTORNEY AT LAW
14108 RIVER ROAD
P.O. BOX 340
DESTREHAN, LOUISIANA 70047

PHONE: (985) 764-8709
E-MAIL: r-raymond@eatel.net

FAX: (985) 764-8739

July 30, 2012

Jacqueline F. Rome
326 Santa Cruz Drive
Luling, L a 70070

**Re: Sale by Ms. Rome to St. Charles Parish; Release by Ms. Rome
of St. Charles Parish
Our File # 10-3188**

Dear Ms. Rome:

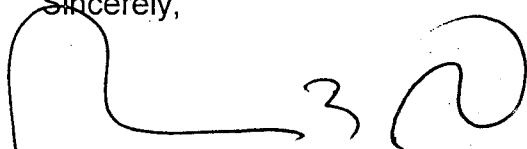
Here are the following documents properly executed by you and by St. Charles Parish, as is appropriate:

- (1) True copy of the Cash Sale; and
- (2) True copy of the Receipt, Release and Indemnity Agreement.

The Cash Sale has been registered in the Conveyance Office of the Clerk of Court for St. Charles Parish, and the recordation data is attached.

It has been a pleasure working with you in this matter.

Sincerely,

A handwritten signature in black ink, appearing to be 'RLR' followed by a stylized flourish.

Robert L. Raymond
RLR/Idn
Enclosure

✓cc: Timothy J. Vial

