

2025-0059

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 25-3-9

An ordinance to rescind Ordinance No. 24-10-6 and to approve a .104 acre temporary construction servitude over property now or formerly owned by Storehouse Lane Investments, LLC for the Ormond Area Flood Mitigation, CN Railroad Culvert Installation Project (P200801).

WHEREAS, Ordinance No. 24-10-6 adopted on October 21, 2024, by the St. Charles Parish Council, approved a purchase and/or expropriate a .104 acre temporary construction servitude over property now or formerly owned by Storehouse Lane Investments, LLC, for the Ormond Area Flood Mitigation, CN Railroad Culvert Installation Project (P200801), and authorized the Parish President to execute any and all documents necessary to complete said purchase and/or expropriation on behalf of St. Charles Parish; and,

WHEREAS, pursuant to provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended ("URA"), modified terms of the servitude agreement were negotiated by Storehouse Lane Investments, LLC and St. Charles Parish as a means to avoid litigation and keep the project schedule, thus Ordinance No. 24-10-6 needs to be rescinded; and,

WHEREAS, the Ormond area in Destrehan, St. Charles Parish, Louisiana has a history of drainage problems; and,

WHEREAS, drainage improvements are needed to relieve the constriction of flow under the CN Railroad tracks to increase the overall drainage capacity of the railroad crossing system and mitigate the flooding in the area; and,

WHEREAS, St. Charles Parish has secured funding from the State of Louisiana through the Office of Community Development Louisiana Watershed Initiative for this project; and,

WHEREAS, it is necessary for St. Charles Parish to acquire the identified real estate interest from landowners in order for St. Charles Parish to construct, operate, and maintain the Ormond Area Flood Mitigation, CN Railroad Culvert Installation Project to protect the property owners in the Destrehan community; and,

WHEREAS, properties are more particularly described on the Right-of-Way Map for CN Railroad Culverts in Ormond, Project No. P200801, Sheet Number 1 of 2, prepared by Crescent Engineering and Mapping, LLC, and Matthew Ledet, P.L.S. dated February 12, 2024, last revised April 19, 2024, attached hereto and made a part hereof.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Ordinance No. 24-10-6, adopted October 21, 2024, is hereby rescinded.

SECTION II. That the Servitude Agreement for a .104 acre temporary construction servitude over property now or formerly owned by Storehouse Lane Investments, LLC is hereby approved and accepted for the not-to-exceed value of \$15,000.00.

SECTION III. That the Parish President is hereby authorized to execute any and all documents necessary to complete said purchase and/or expropriation on behalf of St. Charles Parish.

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

YEAS: MOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE,
O'DANIELS, FISHER, DEBRULER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted the 10th day of March, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Ybelly Fonseca
SECRETARY: Michelle Dupontato
DLVD/PARISH PRESIDENT: March 11, 2025
APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: March 13, 2025
AT: 10:15am RECD BY: [Signature]

SERVITUDE AGREEMENT

**STATE OF LOUISIANA
PARISH OF ST. CHARLES**

BEFORE ME, the undersigned notaries public, and in the presence of the undersigned competent witnesses, personally came and appeared:

STOREHOUSE LANE INVESTMENTS, L.L.C. (XX-XXX-~~3218~~), (100% Interest), a limited liability company existing under the Laws of Louisiana, represented herein by Robert J. Bergeron, Member, whose mailing address is 7820 Maple Street, New Orleans, LA 70118, and Abbey A. Mack, Member, whose mailing address is 12 Storehouse Lane, Destrehan, LA 70047, pursuant to Unanimous Written Consent dated February 21, 2025, attached hereto and made a part hereof,

(hereinafter designated as “GRANTOR”), who declared that for the consideration hereinafter recited, GRANTOR does by these presents, grant, dedicate, assign, transfer, deliver, alienate, and set over, with all warranties and with full substitution in and to all rights and actions of warranty which said GRANTOR may have against all preceding owners and vendors, unto;

ST. CHARLES PARISH, a political subdivision of the State of Louisiana, herein represented by **Matthew Jewell**, its Parish President, appearing herein pursuant to Ordinance No. 25-3-9, adopted by the St. Charles Parish Council on the 10th day of March, 2025, a certified copy of which is attached hereto and made a part hereof, whose mailing address is P.O. Box 302, Hahnville, LA 70057 (hereinafter designated as “GRANTEE”),

in connection with the Ormond Area Flood Mitigation, CN Railroad Culvert Installation Project (hereinafter referred to as “Project”) a temporary right of use, servitude, and easement in the described lands identified as Required Temporary Construction Servitude, for a period of eighteen (18) months beginning upon the date that notice to proceed is issued to the selected contractor for construction of the above-referenced Project with written notice provided by St. Charles Parish to the landowner regarding same for temporary construction and access, including the right to move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads, and pipelines.

LEGAL DESCRIPTION TEMPORARY CONSTRUCTION SERVITUDE

The property is a 0.104 acre tract of land together with all the improvements situated thereon, and all rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, located in in St. Charles Parish, Louisiana in Section 13, Township 12 South, Range 8 East, Southeastern East of the Mississippi Land District. The property is the site of the temporary construction servitude, as shown on sheet 1 of the Right-of-Way map for Parish Project No. P200801. The maps were prepared by Crescent Engineering and Mapping, LLC, and Matthew Ledet, P.L.S. dated February 12,

2024 and revised April 19, 2024, said map being attached hereto and made a part hereof, which property is more particularly described as follows:

From a control point called CP1 on the plat, with coordinates of X:3583447.43 and Y:534416.54 which is the point of commencement, proceed S12°36'06"E a distance of 73.43 feet to a point; thence proceed S24°22'04"E a distance of 56.00 feet to a point; thence proceed N65°22'25"E a distance of 35.00 feet to a point, said corner being the point of beginning; thence continue N65°22'25"E a distance of 35.00 feet to a point; thence proceed S24°22'04"E a distance of 75.22 feet to a point; thence proceed S65°34'04"W a distance of 20.00 feet to a point; thence proceed S24°22'04"E a distance of 73.53 feet to a point; thence proceed S24°37'38"W a distance of 11.78 feet to a point; thence proceed S27°16'59"E a distance of 67.27 feet to a point; thence proceed S82°21'54"E a distance of 6.45 feet to a point; thence proceed S24°22'04"E a distance of 4.79 feet to a point; thence proceed S26°28'30"W a distance of 19.34 feet to a point; thence proceed N24°22'04"W a distance of 243.95 feet to the point of beginning.

All of which comprises the Temporary Construction Servitude as shown on sheet 1 of the Right of Way map for Parish Project No. P200801, attached hereto and made a part hereof, and contains an area of 4545.483 square feet or 0.104 acres.

Being a portion of the same property acquired by Storehouse Lane Investments, LLC by Cash Sale from Voice of the Covenant World Outreach Center, dated January 28, 2010, recorded in St. Charles Parish in Instrument No. 358312 on February 1, 2010.

TO HAVE AND TO HOLD said servitude, easement, and right of way unto said GRANTEE, and its successors and assigns forever. The consideration for the herein described servitude is the price and sum of FIFTEEN THOUSAND AND 00/100 (\$15,000.00) DOLLARS, which GRANTEE has paid cash in hand, in current money, to said GRANTOR, who acknowledges the receipt thereof and grants full acquittance and discharge thereof. GRANTOR acknowledges and agrees that the consideration provided herein constitutes full and final settlement for the temporary servitude herein granted and for any and all diminution in the value of GRANTOR's remaining property as a result of the granting of this servitude.

GRANTOR further acknowledges that the consideration provided herein constitutes full and final settlement for the improvements situated wholly or partially within the required Temporary Construction Servitude, specifically the three (3) mature Pine trees, together with any appurtenance thereto.

Prior to completion of the project, GRANTEE shall replace concrete paving; replace and secure in place concrete wheel stops; and re-stripe the parking lot within the Temporary Construction Servitude.

Except as expressly provided in any separate writing, no title examination or title opinion has been requested or performed on behalf of the GRANTEE by the undersigned Notaries Public or settlement agent, and the GRANTEE expressly rejects the necessity of the same and agrees to release and relieve the Notaries Public and settlement agent from any responsibility and liability in connection therewith.

All ad valorem taxes assessed against the above-described property for the three (3) years immediately preceding the current year have been paid.

This agreement shall be executed in triplicate, each of which shall constitute an original document which shall be binding upon any of the parties executing same. To facilitate recordation of this agreement, the parties hereto agree that individual signature and acknowledgment pages from the various counterparts may be merged and combined with signature and acknowledgment pages from other counterparts.

[Remainder of page intentionally left blank]

IN TESTIMONY WHEREOF, in the Parish of Orleans, State of Louisiana the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses and notary, as of the 19th day of March, 2025, after a due reading of the whole.

WITNESSES:

Trellis Thomas

Trellis Thomas

Print Name

Addison Nick

Addison Nick

Print Name

GRANTOR:

**STOREHOUSE LANE INVESTMENTS,
L.L.C.**

[Signature]

BY: ROBERT J. BERGERON

ITS: MEMBER

[Signature]
NOTARY PUBLIC

Printed Name: _____ Lauren B. Griffin
Attorney Notary Public
Notary Identification or Bar Roll No.: _____ State of Louisiana
Notary Bar # 148527
My Commission expires: _____ Commission expires with life

IN TESTIMONY WHEREOF, in the Parish of Jackson, State of Louisiana the party hereto has signed, executed, and acknowledged this instrument as her free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses and notary, as of the 25th day of March, 2025, after a due reading of the whole.

WITNESSES:

Crystal Daniel
Crystal Daniel

Print Name
Ananda Atmore

Ananda Atmore
Print Name

GRANTOR:

**STOREHOUSE LANE INVESTMENTS,
L.L.C.**

Abbey A. Mack

BY: **ABBEY A. MACK**

ITS: **MEMBER**

Daniel M. Douglass
NOTARY PUBLIC

Printed Name: _____

Notary Identification or Bar Roll No.: _____

My Commission expires: _____

Daniel M. Douglass
Attorney/Notary Public
State of Louisiana
LA Bar # 24386
My commission expires with life



IN TESTIMONY WHEREOF, in the Parish of St. Charles, State of Louisiana the party hereto has signed, executed, and acknowledged this instrument as his free and voluntary act, in triplicate originals, in the presence of the two undersigned competent witnesses and notary, as of the 21 day of March, 2025, after a due reading of the whole.

WITNESSES:

GRANTEE:

ST. CHARLES PARISH

Kacy Montey

Matthew Jewell

Kacy Montey
Print Name

BY: MATTHEW JEWELL
ITS: PRESIDENT

Madeline Fisher

Madeline Fisher
Print Name

[Signature]
NOTARY PUBLIC

Printed Name: ROBERT L. RAYMOND
Notary Identification or Bar Roll: NOTARY PUBLIC
My Commission expires: LSBA NO. 11408
LA NOTARY NO. 15331
St. Charles Parish, Louisiana
My Commission is Issued for Life

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON 4-3-2025
AS INSTRUMENT NO. 487848
IN MORTGAGE/CONVEYANCE/DEED BOOK

**UNANIMOUS WRITTEN CONSENT
OF THE MEMBERS OF
STOREHOUSE LANE INVESTMENTS, L.L.C.**

The undersigned, being the sole Member(s) of STOREHOUSE LANE INVESTMENTS, L.L.C., a Louisiana Limited Liability Company (the "Company"), do hereby vote for, consent to, authorize and adopt the following actions as listed below:

WHEREAS, the undersigned are the sole Members of STOREHOUSE LANE INVESTMENTS, L.L.C., and as such, have full power and authority to act in the name of and on behalf of the Company;

WHEREAS the Company desires to authorize the execution of a Servitude Agreement to grant a temporary Construction Servitude in favor of St. Charles Parish, in connection with the Ormond Area Flood Mitigation, CN Railroad Culvert Installation Project.

WHEREAS, the Company has determined that it is in the best interest of the Company to grant a temporary Construction Servitude in favor of St. Charles Parish.

WHEREAS, the Company desires to authorize the execution of a Servitude Agreement and grant a temporary Construction Servitude in favor of St. Charles Parish.

WHEREAS, the Company desires to authorize the execution of all documents in connection with the granting of a temporary Construction Servitude in favor of St. Charles Parish, including, but not limited to, the Servitude Agreement and any other documents as necessarily required to effectuate the purpose of this Authorization having such terms and conditions as they deem appropriate in their sole discretion; and

NOW THEREFORE, BE IT RESOLVED, AGREED AND CONSENTED, by STOREHOUSE LANE INVESTMENTS, L.L.C., that:

Section 1. Authorization

The execution of a Servitude Agreement to grant a temporary Construction Servitude in favor of St. Charles Parish, in connection with the Ormond Area Flood Mitigation, CN Railroad Culvert Installation Project, located on a portion of property owned by STOREHOUSE LANE INVESTMENTS, L.L.C., is hereby authorized and approved; Said portion of Property is more fully described as follows:

The property is a 0.104 acre tract of land together with all the improvements situated thereon, and all rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, located in St. Charles Parish, Louisiana in Section 13, Township 12 South, Range 8 East, Southeastern East of the Mississippi Land District. The property is the site of the temporary construction servitude, as shown on sheet 1 of the Right-of-Way map for Parish Project No. P200801. The maps were prepared by Crescent Engineering and Mapping, LLC, and Matthew Ledet, P.L.S. dated February 12, 2024 and revised April 19, 2024, said map being attached to said Servitude Agreement, which property is more particularly described as follows:

From a control point called CP1 on the plat, with coordinates of X:3583447.43 and Y:534416.54 which is the point of commencement, proceed S12°36'06"E a distance of 73.43 feet to a point; thence proceed S24°22'04"E a distance of 56.00 feet to a point; thence proceed N65°22'25"E a distance of 35.00 feet to a point, said corner being the point of beginning; thence continue N65°22'25"E a distance of 35.00 feet to a point; thence proceed S24°22'04"E a distance of 75.22 feet to a point; thence proceed S65°34'04"W a distance of 20.00 feet to a point; thence proceed S24°22'04"E a distance of 73.53 feet to a point; thence proceed S24°37'38"W a distance of 11.78 feet to a point; thence proceed S27°16'59"E a distance of 67.27 feet to a point; thence proceed S82°21'54"E a distance of 6.45 feet to a point; thence proceed S24°22'04"E a distance of 4.79 feet to a point; thence proceed S26°28'30"W a distance of 19.34 feet to a point; thence proceed N24°22'04"W a distance of 243.95 feet to the point of beginning.

All of which comprises the Temporary Construction Servitude as shown on sheet 1 of the Right of Way map for Parish Project No. P200801, attached to said Servitude Agreement, and contains an area of 4545.483 square feet or 0.104 acres.

Being a portion of the same property acquired by Storehouse Lane Investments, LLC by Cash Sale from Voice of the Covenant World Outreach Center, dated January 28, 2010, recorded in St Charles Parish in Instrument No. 358312 on February 1, 2010.

Section 2. Authorized Agents

Robert J. Bergeron, Member, and Abbey A. Mack, Member, are hereby authorized to transact all business on behalf STOREHOUSE LANE INVESTMENTS, L.L.C., with respect to the above described execution of a Servitude Agreement in favor of St. Charles Parish for the granting of a temporary Construction Servitude in favor of St. Charles Parish, and the execution or any other documents as necessarily required to effectuate the purpose of this Authorization having such terms and conditions as they deem appropriate in their sole discretion for the purpose of this Authorization

Section 3. Certification

The undersigned confirms and warrants the accuracy of the above information, and that the power and authority of the Members and designated Authorized Agents as provided herein has not been limited, restricted or abrogated in any way by any action of the Company.

Thus done and signed on this the 21st day of February 2025.

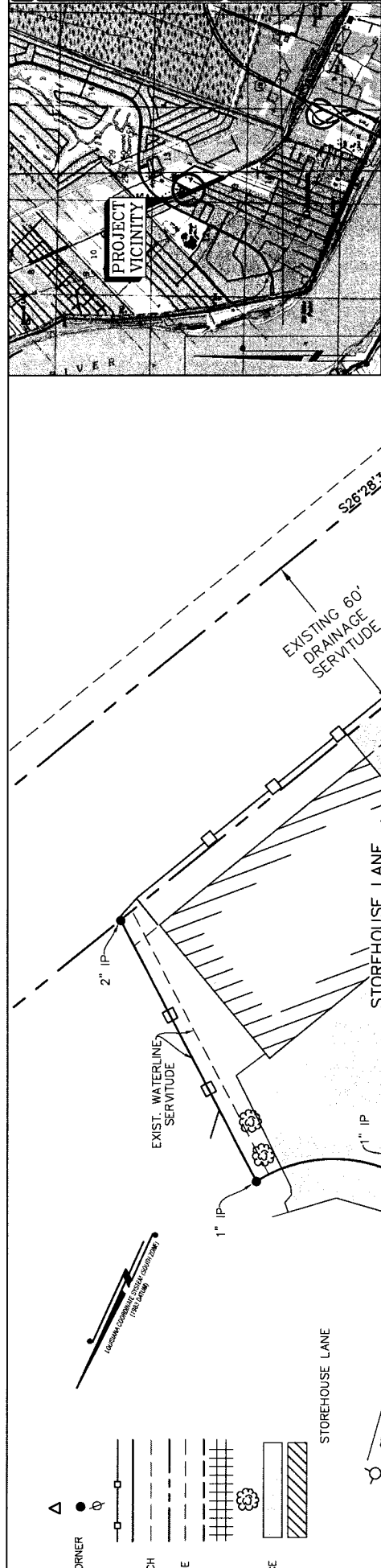


ROBERT J. BERGERON, MEMBER



ABBEY A. MACK, MEMBER

- LEGEND:
- △ CONTROL POINT
 - FND. PROPERTY CORNER
 - POWER POLE
 - FENCE
 - PROPERTY LINE
 - TOP BANK OF DITCH
 - RIGHT OF WAY
 - EXISTING SERVITUDE
 - REQ'D SERVITUDE
 - RAILROAD TRACKS
 - TREE
 - CONCRETE SURFACE
 - BUILDING



VICINITY MAP
1"=2000'

THIS IS TO CERTIFY THAT THIS SURVEY WAS DONE BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL, THAT THE SURVEY WAS DONE ACCORDING TO THE STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS AS SET FORTH BY THE LOUISIANA PROFESSIONAL ENGINEERS AND LAND SURVEYORS BOARD, AND THAT I AM A LICENSED PROFESSIONAL ENGINEER AND LAND SURVEYOR IN ACCORDANCE WITH CLASS D SURVEYS MONUMENTATION WAS SET AT PROPER CORNERS.

DATE	02/12/2024
SCALE	1"=20'
DRAWN	M. LEDET
CHECKED	K. JONES
PROJECT	23.031
PARISH	ST. CHARLES
PROJECT	P00801

NO.	1	DATE	4/9/24	REVERSE SHAPE OF RECORD TEMP. CONSTRUCTION SERVITUDE
NO.	2	DATE	4/9/24	REVERSE SHAPE OF RECORD SERVITUDE
NO.	3	DATE		REVERSE OR CHANGE DRAIN DESCRIPTION

CRESCENT ENGINEERING & SURVEYING, L.L.C.

IN FAVOR OF ST. CHARLES PARISH
STOREHOUSE LANE INVESTMENTS, LLC AND
ACSI PROPERTIES, LLC
SECTION 13, T12S
R1E, ST. CHARLES PARISH, LA
CN RAILROAD CULVERTS IN ORMOND

SERVITUDE	OWNER	ACQUISITION	AREA	REMAINING AREA
REQ'D	ACSI PROPERTIES, LLC	INSTR. NO. 245879 JULY 31, 2000	0.012 AC.	519,988 S.F.
TEMP. CON.			0.078 AC.	3,392,352 S.F.
TEMP. CON.	STOREHOUSE LANE INVESTMENTS, LLC	INSTR. NO. 358312 FEBRUARY 01, 2010	0.104 AC.	4,545,483 S.F.
				0.210 AC. (MEASURED)
				0.596 AC. (MEASURED)

- NOTES:
- ALL PIPES AND MONUMENTS SHOWN HEREON WERE FOUND BEARINGS ARE BASED ON GEODETIC ORIENTATION DERIVED FROM GPS STATIC OBSERVATIONS TAKEN AT THE TIME OF SURVEY. BEARINGS AND DISTANCES ARE BASED ON LOUISIANA STATE PLANE COORDINATE SYSTEM NAD 83 SOUTH ZONE SURVEY FEET.
 - THIS SURVEY DOES NOT PURPORT TO SHOW THE LOCATION OF ANY EXISTING SERVITUDES, EASEMENTS, RIGHTS-OF-WAY, RESTRICTIVE COVENANTS, AND/OR REGULATIONS OF GOVERNING AUTHORITIES WHICH MAY AFFECT SAID PROPERTY EXCEPT AS OTHERWISE SHOWN HEREON.
 - THE UNDERGROUND UTILITIES WERE NOT PART OF THIS SCOPE OF WORK AND NO ATTEMPT WAS MADE TO LOCATE THEM. UTILITY LOCATES SHOULD BE MADE THROUGH LOUISIANA ONE CALL, 800.272.3020
 - SECTION LINE LOCATIONS ARE APPROXIMATE AND WERE NOT LOCATED ON THE GROUND.
 - ALL BEARINGS AND DISTANCES ARE MEASURED VALUES AS OF THIS SURVEY. SEE THE REFERENCE PLAT FOR CALLED VALUES.
 - FIELD WORK COMPLETED ON 9/07/2023.

E.O.C.
CP 1
2" ALUMINUM CAP
ON 1/2" IRON ROD
X: 3583447.43
Y: 354416.54
ELEV.: 2.48