

*Ad.*

**2016-0119**

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT  
(DEPARTMENT OF PUBLIC WORKS)**

**ORDINANCE NO. 16-3-20**

An ordinance to approve and authorize the Parish President to acquire a 8,845.12 SF perpetual drainage servitude over property identified as Parcel DS12-1 in Section 6, Township 12 South – Range 7 East, Town of MONTZ, St. Charles Parish, Louisiana, which property is more particularly described in the Act of Servitude attached hereto and made a part hereof, from Cynthia Pinell Duck and Mark R. Duck, and/or all other owners of record, as their interests may appear, said property to be used for drainage purposes in connection with Parish Project P080802 Coulee Canal Improvements.

**WHEREAS,** the area near Thoroughbred Avenue in Montz, St. Charles Parish, Louisiana has a history of drainage problems; and,

**WHEREAS,** an Engineering Analysis was completed along the length of the Coulee Canal, which produced recommendations to improve the drainage conveyance system in said area including cleaning and reshaping the Coulee Canal; and,

**WHEREAS,** the proposed drainage improvement project requires the acquisition of a perpetual drainage servitude over Parcel DS12-1 in in Section 6, Township 12 South – Range 7 East, Town of Montz, St. Charles Parish, Louisiana, described in the Act of Servitude attached hereto; and,

**WHEREAS,** the drainage project and the acquisition of the hereinafter described servitude 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 \$11,200.00 the property more particularly described in the Act of Servitude attached hereto and made a part hereof, from Cynthia Pinell Duck and Mark R. Duck and/or all other owners of record, as their interests may appear, said property is to be used by St. Charles Parish for drainage purposes, including but not limited to the cleaning and reshaping the Coulee Canal.

**SECTION II.** That the Parish President is hereby authorized to execute any and all documents necessary to complete said purchase.

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

**YEAS:** BENEDETTO, HOGAN, CLULEE, GIBBS, WOODRUFF, BELLOCK,  
FLETCHER, FISHER-PERRIER

**NAYS:** NONE

**ABSENT:** WILSON

And the ordinance was declared adopted the 21st day of March, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *M. Benedetto*

SECRETARY: *[Signature]*

DLVD/PARISH PRESIDENT: 3/22/16

APPROVED: *[Signature]* DISAPPROVED: *[Signature]*

PARISH PRESIDENT: *[Signature]*

RETD/SECRETARY: 6/23/16

AT: 9:00 a RECD BY: *[Signature]*

**RECORDED IN THE ST. CHARLES PARISH  
CLERK OF COURT OFFICE**

ON May 13, 2016

AS ENTRY NO. 414801

**IN MORTGAGE/CONVEYANCE BOOK**

NO. 832 FOLIO 20

UNITED STATES OF AMERICA  
STATE OF LOUISIANA  
PARISH OF ST. CHARLES

ACT OF SERVITUDE

BE IT KNOWN, that on this 4<sup>th</sup> day of May, in the year two thousand and sixteen (2016).

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified and in the presence of the two competent witnesses hereinafter undersigned; PERSONALLY CAME AND APPEARED:

CYNTHIA PINELL DUCK WIFE OF/AND MARK R. DUCK, both being of the full age and majority, domiciled in the Parish of St. Charles, State of Louisiana who declared unto me, Notary, that they have been married but once, and then to each other and that they are presently living and residing together, whose present mailing address is 133 Thoroughbred Avenue, Montz, LA, 70068;

Herein after referred to as "GRANTOR"

-and-

PARISH OF ST. CHARLES, a political subdivision of the State of Louisiana, herein represented by LARRY COCHRAN, its Parish President, whose mailing address is P.O. Box 302, Hahnville, Louisiana, 70057; authorized pursuant to Ordinance No. 16-3-20 adopted by St. Charles Parish Council on the 21<sup>st</sup> day of March, 2016, a copy of which is attached hereto and made a part hereof;

Herein after referred to as "GRANTEE"

GRANTOR does hereby grant, present, dedicate, assign, transfer, deliver, and set over a drainage servitude, easement, and right-of-way described as DS12-1 unto GRANTEE to locate, construct, maintain, repair, operate, patrol and/or replace a drainage channel, including all appurtenances thereto, through, around, under, and/or over the following described property situated in St. Charles Parish, reserving, however, to the GRANTOR, their heirs and assigns, all such rights and privileges in the land 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, said property being more particularly described as follows:

LEGAL DESCRIPTION

THAT PORTION of the **Coulee Canal Maintenance & Access Servitude** located across Lot 79A, Dixieland Subdivision Extension, Section 6, Township 12

South – Range 7 East, **Town of MONTZ**, St. Charles Parish, Louisiana, being the property of Mark R. Duck and Cynthia Pinell Duck and is more fully described as follows:

**COMMENCE** at the southwest corner of Lot 81, Dixieland Subdivision Extension;

THENCE, proceed along the southerly property line of the aforesaid lot, N 42°06'56" W a distance of 10.00 feet to a point;

THENCE, proceed S 47°53'04" W a distance of 33.78 feet to the **POINT OF BEGINNING**;

THENCE, continue S 47°53'04" W a distance of 29.34 feet to a point on the northerly edge of a concrete driveway;

THENCE, proceed along the aforesaid driveway edge, N 40°41'48" W a distance of 51.32 feet to a point;

THENCE, proceed along the aforesaid driveway edge, N 39°57'34" W a distance of 20.49 feet to a point;

THENCE, proceed N 32°45'59" W a distance of 22.16 feet to a point at the corner of concrete;

THENCE, proceed along the northerly edge of concrete and parallel to a building, N 41°01'40" W a distance of 56.81 feet to a point;

THENCE, proceed N 36°17'03" W a distance of 40.00 feet to a point;

THENCE, proceed N 42°06'56" W a distance of 18.12 feet to a point on the westerly line of Dixieland Subdivision;

THENCE, proceed along the aforesaid westerly line, N 49°04'32" E a distance of 48.67 feet to a point;

THENCE, proceed S 34°00'09" E a distance of 94.72 feet to a point on the southwesterly corner of a wood wall;

THENCE, proceed along the aforesaid wood wall, S 43°45'25" E a distance of 66.51 feet to a point;

THENCE, proceed along the aforesaid wood wall, S 18°29'04" E a distance of 44.72 feet to a point;

THENCE, proceed along the aforesaid wood wall, S 35°22'22" E a distance of 6.16 feet to the **POINT OF BEGINNING**.

The above described portion of ground contains **8,845.12** square feet or **0.203** acres. All in accordance with the attached plan of **DRAINAGE SERVITUDES** by G.E.C., Inc., Job No. 413-2060106.004, dated April 21, 2015; revised August 25, 2015.

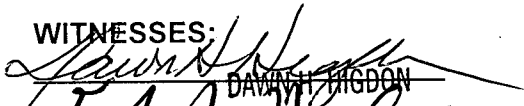
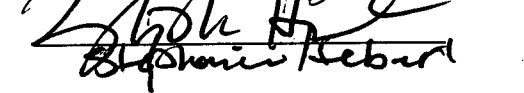
**TO HAVE AND TO HOLD** said servitude, easements, and rights of way unto said **GRANTEE**, and its successors and assigns forever. The consideration for the herein described servitude is the price and sum of ELEVEN THOUSAND TWO HUNDRED AND NO/100 (\$11,200.00) DOLLARS, which **GRANTEE** has paid cash in hand, in current money, to said **GRANTOR**, who acknowledges the receipt thereof and grant full acquittance and discharge thereof.

**GRANTOR** grants unto **GRANTEE** the right of ingress and egress to and from said servitude to locate, construct, maintain, repair, operate, patrol and/or replace a drainage channel, including all appurtenances thereto. **GRANTOR** retains the rights to fully use and enjoy


the above-described property, except as to the rights here and above granted. **GRANTEE** agrees to indemnify and hold harmless **GRANTOR** from any and all damages, which **GRANTOR** may suffer, caused either wholly or in part, by reason of the negligence of the Parish of St. Charles, its agents or employees, in the installation, operation, and/or maintenance of this drainage servitude.

**THUS** done, read and passed at my office in 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 day, month and year first above written.

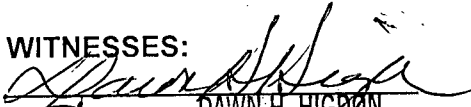
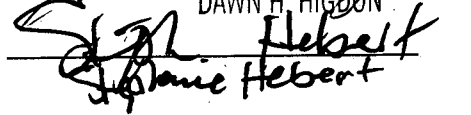
WITNESSES:

  
DAWN H. HIGDON  
  
Stephanie Hebert

GRANTOR:

  
MARK R. DUCK

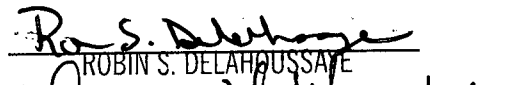

WITNESSES:

  
DAWN H. HIGDON  
  
Stephanie Hebert

GRANTOR:


  
CYNTHIA PINELL DUCK

WITNESSES:

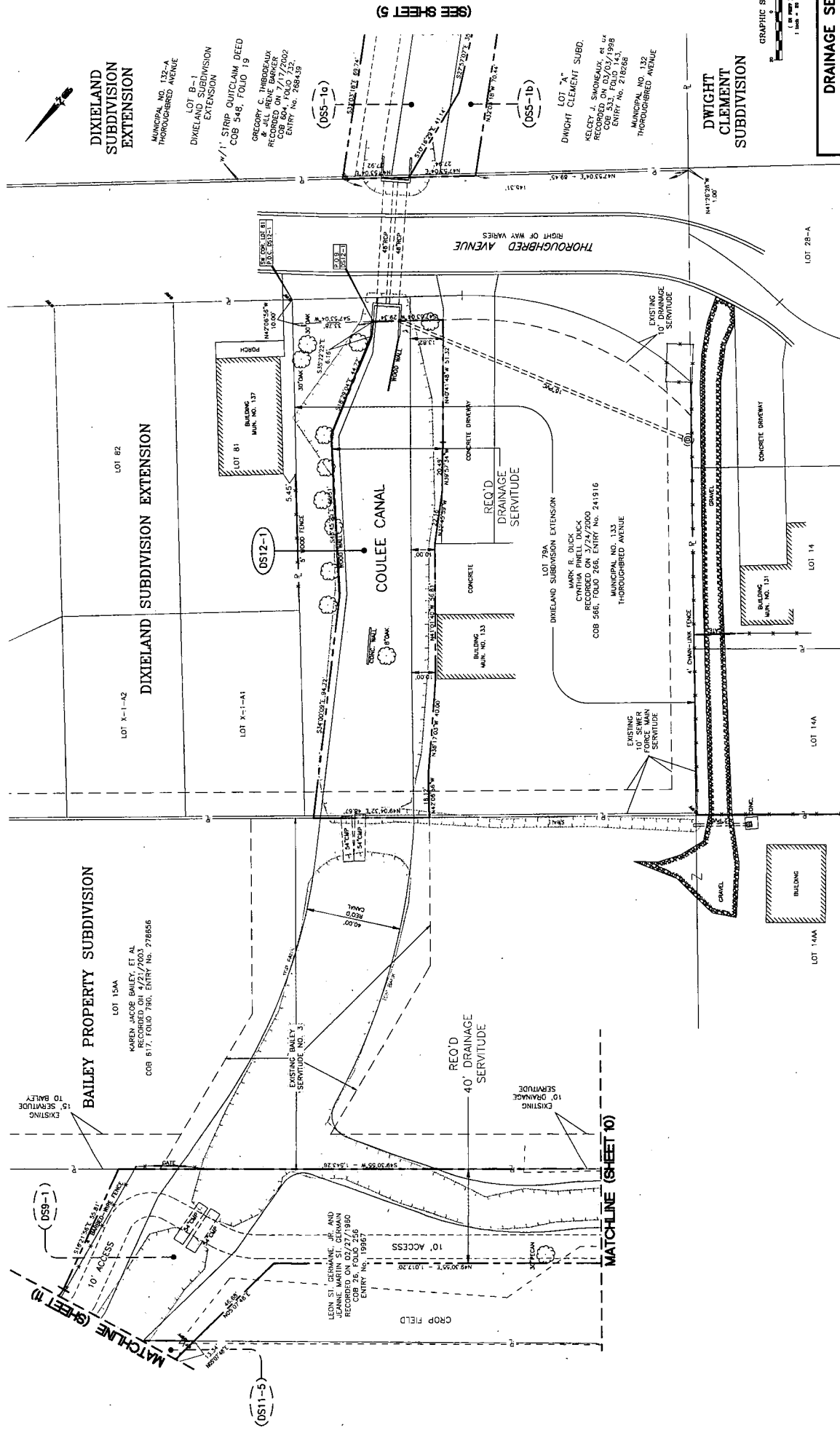
  
ROBIN S. DELAHOUSSEY  
  
DAWN H. HIGDON

GRANTEE:

PARISH OF ST. CHARLES

  
BY: LARRY COCHRAN  
ITS: PARISH PRESIDENT

  
NOTARY PUBLIC  
ROBERT L. RAYMOND - NO. 15331

SECTION 6  
T12S-R7E

## **DRAINAGE SERVITUDES**

REQUIRED DRAINAGE SERVITUDES FOR  
A PORTION OF COULEE CANAL  
SECTIONS 6, 7, 17 & 42, T12S-R7E  
TOWN OF MONTZ  
ST. CHARLES PARISH, LA.



3445 N. CAUSEWAY BLVD., STE. 401, METAIRE, LA 70002 (504)838-8009

1" = 20'	DRAWN BY:	FWP
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4/21/2015	CHECKED BY: CMM
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413-2064018 D04	SHEET NO.	12 OF 15
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