

# St. Charles Parish

## Meeting Minutes

### Parish Council

St. Charles Parish  
Courthouse  
15045 Highway 18  
P.O. Box 302  
Hahnville, LA 70057  
985-783-5000  
[www.stcharlesparish-la.gov](http://www.stcharlesparish-la.gov)

### Final

*Council Chairman Wendy Benedetto  
Councilmembers Paul J. Hogan,  
Terrell D. Wilson, Mary K. Clulee, Dick Gibbs,  
William Billy Woodruff, Marilyn B. Bellock,  
Traci A. Fletcher, Julia Fisher-Perrier*

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Monday, November 14, 2016

6:00 PM

Council Chambers, Courthouse

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### ATTENDANCE

**Present** 9 - Wendy Benedetto, Paul J. Hogan, Terrell D. Wilson, Mary K. Clulee, John R. 'Dick' Gibbs, William Woodruff, Marilyn B. Bellock, Traci A. Fletcher, and Julia Fisher-Perrier

### Also Present

Parish President Larry Cochran, Executive Secretary Robin Delahoussaye, Legal Services Director Robert Raymond, Chief Administrative Officer Billy Raymond, Executive Director of Procurement, Personnel, and Government Buildings Darrin Duhe, Executive Director of Community Affairs Dwayne LaGrange, Executive Director of Technology and Communications Anthony Ayo, Finance Director Grant Dussom, Public Works/Wastewater Director Clayton Faucheux, Planning & Zoning Director Michael Albert, Public Information Officer Tristan Babin

### CALL TO ORDER

Meeting called to order at 6:01 pm.

### PRAYER / PLEDGE

Reverend Isiah Franklin, Jr.  
Mt. Zion Baptist Church, St. Rose

### APPROVAL OF MINUTES

A motion was made by Councilmember Wilson, seconded by Councilmember Fletcher, to approve the minutes from the regular meeting of October 17, 2016 and the special meeting of October 25, 2016. The motion carried by the following vote:

**Yea:** 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

**Nay:** 0

**SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)**

1 2016-0371

In Recognition: Marilyn Mayhall Richoux

Sponsors: Mr. Cochran

Read

2 2016-0372

In Recognition: St. Charles Parish Geographical Information System Office (GIS)

Sponsors: Mr. Cochran

Parish President Larry Cochran spoke on the matter.

Read

3 2016-0373

In Recognition: St. Charles Parish Public Information Office

Sponsors: Mr. Cochran

Read

4 2016-0374

Proclamation: "Norco Christmas Parade Day"

Sponsors: Ms. Fletcher

Read

5 2016-0376

Proclamation: "National Alzheimer's Awareness Month"

Sponsors: Mr. Cochran

Read

**REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)**

2016-0378

Hospital Service District

Mr. Alden Bishop, Associate Administrator

Council Discussion

Mr. Bishop spoke on the matter.

**Reported**

2016-0379

German Coast Farmers' Market

Ms. Ann Montgomery

Ms. Carmen Johnson

**Reported**

2016-0380

Parish President Remarks/Report

Sponsors: Mr. Cochran

**Reported**

**IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN BENEDETTO AUTHORIZED THAT THE ORDINANCES, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, ARE TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON MONDAY, NOVEMBER 28, 2016, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:**

2016-0381

An ordinance to approve and authorize the Lafourche Basin Levee District to expropriate the necessary real estate interest to a portion of land designated as Parcel 14-1-R-2 for the Sunset Drainage District Levee in St. Charles Parish, Louisiana, and to authorize the transfer of the necessary funding thereof.

Sponsors: Mr. Cochran and Department of Public Works

**Publish/Scheduled for Public Hearing to the Parish Council on November 28, 2016**

2016-0383

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification of Lot A, New Diamond Subdivision and a Portion of Meyer Town Tract (proposed Lot 1-A, New Diamond Subdivision), located on River Road, Norco, from C-2 and C-3 to M-1 as requested by Dave Morrison for Mix Brothers Tank Services, Inc.

**Sponsors:** Mr. Cochran and Department of Planning & Zoning

**Publish/Scheduled for Public Hearing to the Parish Council on November 28, 2016**

2016-0387

An ordinance approving and authorizing the execution of Change Order No. 2 for the Willowridge Pump Station Project No. P080905-4A, Willowridge Levee - Phase II, State Project No.H.010102, as part of the West Bank Hurricane Protection Levee Project, to increase the contract amount by \$32,895.00 and increase the contract time by fourteen (14) days.

**Sponsors:** Mr. Cochran and Department of Public Works

**Publish/Scheduled for Public Hearing to the Parish Council on November 28, 2016**

2016-0388

An ordinance to approve and authorize the sale of adjudicated properties at an absolute auction and to declare said adjudicated properties as no longer needed for a public purpose.

**Sponsors:** Mr. Cochran and Department of Legal Services

**Publish/Scheduled for Public Hearing to the Parish Council on November 28, 2016**

2016-0389

An ordinance to approve and authorize the execution of an Agreement for Adjudicated and/or Land Banked Property Sale Services with Archon Information Systems, L.L.C. d/b/a Civic Source to provide marketing services and to conduct multi-property real estate auctions of adjudicated properties.

**Sponsors:** Mr. Cochran and Department of Legal Services

**Publish/Scheduled for Public Hearing to the Parish Council on November 28, 2016**

2016-0390

An ordinance to approve and authorize the execution of a Multiphase Service Contract with AssetWorks, LLC, for Project Number P160502 for furnishing Software Licensing, Support, and Implementation Services as needed for the Department Of Public Works to implement a comprehensive Computerized Maintenance Management System (CMMS) in the amount of \$289,955.00.\_

**Sponsors:** Mr. Cochran and Department of Public Works

**Publish/Scheduled for Public Hearing to the Parish Council on November 28, 2016**

2016-0391

An ordinance to approve and authorize the execution of Change Order No. 2 for the West Regional Library Renovation located at 105 Lakewood Drive in Luling, to decrease the contract amount by \$4,389.81.

**Sponsors:** Mr. Cochran

**Publish/Scheduled for Public Hearing to the Parish Council on November 28, 2016**

2016-0392

An ordinance to approve and authorize the execution of a contract with Sealevel Construction, Inc., for Parish Project No. S141201 Ellington Levee Force Main Relocation with a Base Bid in the amount of \$930,455.00.

Sponsors: Mr. Cochran and Department of Wastewater

**Publish/Scheduled for Public Hearing to the Parish Council on November 28, 2016**

2016-0156

An ordinance to approve and authorize the execution of a Contract with Pelican Waste and Debris, LLC for Solid Waste Collection Services.

Sponsors: Mr. Cochran, Ms. Clulee and Mr. Gibbs

**Publish/Scheduled for Public Hearing to the Parish Council on November 28, 2016**

**PLANNING AND ZONING PETITIONS**

6 2016-0369

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification of Lot 1A of the subdivision of a portion of Section 6, T11S R7E, 17898 River Road, Montz, from C-1 to R-1A as requested by Kevin & Shannon Templet.

Sponsors: Mr. Cochran and Department of Planning & Zoning

Reported:

P & Z Department Recommended: Approval

Planning Commission Recommended: Approval

Speakers:

Mr. Kevin Templet, Montz

**Public Hearing Requirements Satisfied**

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Council Discussion

**VOTE ON THE PROPOSED ORDINANCE**

**Yea:** 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

**Nay:** 0

Enactment No: 16-11-2

**ORDINANCES SCHEDULED FOR PUBLIC HEARING  
(INTRODUCED AT PREVIOUS MEETING)**7 2016-0368

An ordinance to amend the Code of Ordinances to modify permit fees, Chapter 6 Buildings and Building Regulations, Article II. Building and Related Construction Codes, Section 6-15. Fees. (a) Permit, plan review, and inspection fees by type.

**Sponsors:** Mr. Cochran and Department of Planning & Zoning

Reported:

P & Z Department Recommended: Approval

**Public Hearing Requirements Satisfied**

**VOTE ON THE PROPOSED ORDINANCE**

**Yea:** 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

**Nay:** 0

Enactment No: 16-11-3

Planning & Zoning Director Michael Albert spoke on File No. 2016-0368.

9 2016-0370

An ordinance to authorize the Parish President to make full and final settlement in the matter entitled "**Mary Vial, Jefferson Magnolia, L.L.C., Edward Renton and John T. Lambert, Jr.**", 29th Judicial District Court, Parish of St. Charles, No. 69251.

**Sponsors:** Mr. Cochran and Department of Legal Services

Reported:

Legal Services Department Recommended: Approval

**Public Hearing Requirements Satisfied**

Council Discussion

**VOTE ON THE PROPOSED ORDINANCE**

**Yea:** 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

**Nay:** 0

Enactment No: 16-11-4

2015-0341

An ordinance to amend the Code of Ordinances for St. Charles Parish, Chapter 11 Health & Sanitation, Article III. Open Outdoor Burning, Section 11-29. Exceptions to prohibition against outdoor burning. (b) to provide specific restrictions for campfires, bonfires, and other fires and to amend Section 11-30. Violations and penalties. (b) to increase the fine for violations and penalties.

**Sponsors:** Mr. Hogan

Councilwoman Fisher-Perrier spoke on the matter.  
Councilman Hogan spoke on the matter.

**A motion was made by Councilmember Hogan, seconded by Councilmember Bellock, to accept the revised version of File No. 2015-0341. The motion carried by the following vote:**

**Yea:** 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

**Nay:** 0

**Amended**

2015-0341

An ordinance to amend the Code of Ordinances for St. Charles Parish, Chapter 11 Health & Sanitation, Article III. Open Outdoor Burning, Section 11-29. Exceptions to prohibition against outdoor burning. (b) to provide specific restrictions for campfires, bonfires, and other fires and to amend Section 11-30. Violations and penalties. (b) to increase the fine for violations and penalties.

**Sponsors:** Mr. Hogan

Reported:  
Councilman Hogan Recommended: Approval

Speakers:  
Ms. Anne Hafkesbring, St. Rose  
Mr. Stephen Hafkesbring, St. Rose

**Public Hearing Requirements Satisfied**

Council Discussion  
Councilwoman Fisher-Perrier stated that File No. 2015-0341 will be discussed at the December 5, 2016 Legislative Committee Meeting.  
File No. 2015-0341 will be introduced at the November 28, 2016 regular council meeting, and public hearing will be held at the December 12, 2016 regular council meeting.

**A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Gibbs, to Postpone Indefinitely File No. 2015-0341. The motion carried by the following vote:**

**Yea:** 7 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Fletcher and Fisher-Perrier



Nay: 2 - Woodruff and Bellock

Postponed Indefinitely

**ORDINANCES/RESOLUTIONS WHICH HAVE BEEN TABLED**

35 2014-0374

A resolution requesting that the St. Charles Parish President direct the Public Works Department to remove all of the azalea bushes from within the Parish's Wisner Street Right-of-way, located near 171 Wisner Street in Paradis, which are obstructing vehicular line of sight causing a hazardous condition.

Sponsors: Mr. Hogan

A motion was made by Councilmember Hogan, seconded by Councilmember Clulee, to remove from the Table File No. 2014-0374. The motion carried by the following vote:

Yea: 8 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Bellock, Fletcher and Fisher-Perrier

Nay: 1 - Woodruff

**Removed from the Table**

Reported:

Councilman Hogan Recommended: Approval  
Parish President Larry Cochran spoke on the matter.

Public comment opened; no public comment

Council Discussion

Mr. Cochran spoke on the matter.

**Proposed ordinance failed for lack of a majority by the following vote:**

Yea: 1 - Hogan

Nay: 8 - Benedetto, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

**Failed**

**RESOLUTIONS**

36 2016-0377

A resolution providing supporting authorization to endorse the resubdivision of Lot 77A-1 being a portion of Lots 73, 75, 77 & 79 of the Sunset Drainage District located in the Ranson Tract of the Coteau de France 190, 194, 196, 202, 220 JB Green Rd and 16571 Old Spanish Trail into lots herein designated as Lots 77-A1-1, 77-A1-2, 77-A1-3, 77-A1-4 and Lot 77-A1-5 with a waiver to the geometric standards of the Subdivision Ordinance for perpendicular side lot lines for Lots 77-A1-2, 77-A1-3, 77-A1-4 and Lot 77-A1-5, as requested by Lloyd J Frickey.

**Sponsors:** Mr. Cochran and Department of Planning & Zoning

Reported:

P & Z Department Recommended: Approval w/Stipulation Approval with a waiver to the geometric standards of the Subdivision Ordinance for perpendicular side lot lines for Lots 77-A1-2, 77-A1-3, 77-A1-4 and Lot 77-A1-5.

Planning Commission Recommended: Approval w/Stipulation Approval with a waiver to the geometric standards of the Subdivision Ordinance for perpendicular side lot lines for Lots 77-A1-2, 77-A1-3, 77-A1-4 and Lot 77-A1-5.

Public comment opened

Mr. Lloyd J. Frickey, Des Allemands

Council Discussion

Mr. Frickey spoke on the matter.

**VOTE ON THE PROPOSED RESOLUTION**

**Yea:** 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

**Nay:** 0

Enactment No: 6247

2016-0382

A resolution requesting that the Louisiana Department of Transportation & Development to install a "deceleration lane" on LA Highway 3127, where it intersects with LA Highway 3141 in Killona.

**Sponsors:** Mr. Wilson

Amendment: to amend the proposed resolution by removing the third "WHEREAS" in its entirety

**A motion was made by Councilmember Wilson, seconded by Councilmember Fisher-Perrier, to Amend File No. 2016-0382. The motion carried by the following vote:**

**Yea:** 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

**Nay:** 0

**Amended**

2016-0382

A resolution requesting that the Louisiana Department of Transportation & Development to install a "deceleration lane" on LA Highway 3127, where it intersects with LA Highway 3141 in Killona.

**Sponsors:** Mr. Wilson

Reported:

Councilman Wilson Recommended: Approval

Public comment opened; no public comment

Council Discussion

Amendment: to amend the proposed resolution in the "BE IT FURTHER RESOLVED" Section by adding "Department of Transportation and Development Secretary Dr. Shawn Wilson and Department of Transportation and Development District Engineer Administrator Chris Morvant"

**A motion was made by Councilmember Hogan, seconded by Councilmember Wilson, to Amend File No. 2016-0382. The motion carried by the following vote:**

**Yea:** 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

**Nay:** 0

**Amended**

**37** 2016-0382

A resolution requesting that the Louisiana Department of Transportation & Development to install a “deceleration lane” on LA Highway 3127, where it intersects with LA Highway 3141 in Killona.

**Sponsors:** Mr. Wilson

**VOTE ON THE PROPOSED RESOLUTION AS AMENDED**

**Yea:** 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

**Nay:** 0

Enactment No: 6248

**38** 2016-0375

A resolution providing mandatory support for a Special Permit PZSPU 2016-05, for green market in a C-3 zoning district, 1313 Paul Maillard Road.

**Sponsors:** Mr. Cochran and Department of Planning & Zoning

Reported:

P & Z Department Recommended: Approval w/Stipulation Approval with the stipulation that the market layout may change from time to time due to the number of vendors and booths participating. Changes to the market layout that will change the orientation of vendors or parking access must be approved by the Planning and Zoning Director.

Planning Commission Recommended: Approval w/Stipulation Approval with the stipulation that the market layout may change from time to time due to the number of vendors and booths participating. Changes to the market layout that will change the orientation of vendors or parking access must be approved by the Planning and Zoning Director.

Public comment opened

Ms. Ann Montgomery, Destrehan

Ms. Carmen Johnson, Destrehan

**VOTE ON THE PROPOSED RESOLUTION**

**Yea:** 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

**Nay:** 0

Enactment No: 6249

**39** 2016-0360

A resolution requesting that the Parish President and all Department heads respond within ten (10) business days to all Parish Council letters, memos, emails, and/or any other form of communication prepared by and/or on behalf of Council Members requesting information, production of documents, input when requested on proposed ordinances or resolutions, responses to letters, or anything else that may be asked of the administration, all referred to herein as items, with the initial response providing what was requested, or at a minimum, providing 1) acknowledgment that the communication was received, and 2) a date by which the requested items will be provided.

**Sponsors:** Mr. Hogan

Reported:

Councilman Hogan Recommended: Approval

Public comment opened; no public comment

**Proposed resolution failed for lack of a majority by the following vote:**

**Yea:** 2 - Hogan and Bellock

**Nay:** 7 - Benedetto, Wilson, Clulee, Gibbs, Woodruff, Fletcher and Fisher-Perrier

**Failed**

2016-0386

A resolution to recommend to Louisiana Supreme Court Justice John L. Weimer, Mr. Herbert Charles Bellock, Jr. to fill the vacancy in the Office of Justice of the Peace, District 5 due to the resignation of Ms. Tika L. Riley.

**Sponsors:** Ms. Benedetto

Reported:

Councilwoman Benedetto Recommended: Approval

Public comment opened; no public comment

**A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Gibbs, to Postpone Indefinitely File No. 2016-0386. The motion carried by the following vote:**

**Yea:** 8 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Fletcher and Fisher-Perrier

**Nay:** 0

**Abstain:** 1 - Bellock

**Postponed Indefinitely**

Councilman Hogan requested Point of Order stating that Councilwoman Bellock should explain her reasons for abstaining on File No. 2016-0386.

Councilwoman Bellock explained her reason for abstaining on File No. 2016-0386.

**APPOINTMENTS**

**40 2016-0356**

A resolution to appoint Mr. James "Jake" Lemmon to the Hospital Service District.

**VOTE ON THE APPOINTMENT OF MR. JAMES "JAKE" LEMMON**

**Yea:** 8 - Benedetto, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

**Nay:** 1 - Hogan

Enactment No: 6250

**2016-0363**

A resolution appointing a member to the Zoning Board of Adjustment as the District I Representative.

**A motion was made by Councilmember Wilson, seconded by Councilmember Hogan, to Defer File No. 2016-0363. The motion carried by the following vote:**

**Yea:** 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

**Nay:** 0

**Deferred**

**2016-0364**

A resolution appointing a member to the Zoning Board of Adjustment as the District III Representative.

**Nominee:**

Councilman Gibbs nominated Mr. Webb Jay

**Nomination(s) Accepted**

**A motion was made by Councilmember Fletcher, seconded by Councilmember Wilson, to Close Nomination(s) for File No. 2016-0364. The motion carried by the following vote:**

**Yea:** 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

**Nay:** 0

**Nomination(s) Closed**

2016-0365

A resolution appointing a member to the Zoning Board of Adjustment as the District VII Representative.

**A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Fletcher, to Defer File No. 2016-0365. The motion carried by the following vote:**

**Yea:** 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

**Nay:** 0

**Deferred**

2016-0384

Accept resignation of Ms. Dolores Pierre - Planning & Zoning Commission District I Representative

**Resignation Accepted by the following vote:**

**Yea:** 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

**Nay:** 0

**Resignation Accepted**

2016-0385

A resolution to appoint a member to the Planning & Zoning Commission as the District I Representative.

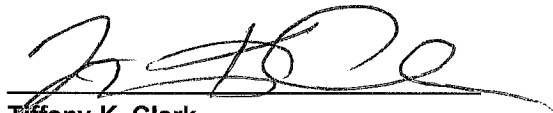
**Vacancy Announced**

**ADJOURNMENT**

A motion was made by Councilmember Wilson, seconded by Councilmember Hogan, to adjourn the meeting at approximately 7:48 pm. The motion carried by the following vote:

- Yea:** 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier
- Nay:** 0

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.



Tiffany K. Clark  
Council Secretary



# The Parish of St. Charles

November 14, 2016

## IN RECOGNITION

WHEREAS, *Marilyn Mayhall Richoux*, wife of *Ralph Richoux* and mother of three sons and one daughter, *Gregory, Ralph, Jr., Matthew, and Renee*, is a lifelong resident of *St. Charles Parish*, who has served the Parish in many capacities for many years to the benefit of countless residents; and,

WHEREAS, *Mrs. Richoux* served on the *St. Charles Parish Planning & Zoning Commission* from 1993-2005, which this service made her an invaluable participant from 2009-2011 on the steering committee for the *St. Charles Parish 2030 Comprehensive Plan*. She also served on the *St. Charles Parish Bi-Centennial Committee* from 2005-2007; and,

WHEREAS, *Mrs. Richoux* founded the *St. Charles Historical Foundation* in 1997 and the *River Road Museum* in 1999, which merged to become *The St. Charles Museum and Historical Association* which launched a website - [historyofstcharlesparish.com](http://historyofstcharlesparish.com), the *St. Charles Virtual Museum*, and published "*St. Charles Parish, Louisiana: a Pictorial History*", co-authored by *Mrs. Richoux*; and,

WHEREAS, *Mrs. Richoux* is also a founding member of the *German Coast Farmers' Market*, established in 2003, and responsible for over 2.5 million dollars in reported sales benefitting over 135 vendors and 400,000 patrons; and,

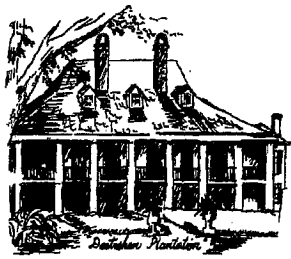
WHEREAS, *Mrs. Richoux's* dedication can be seen in all the installations that mark *The Mile of History*: decorative lighting, beautiful trees and fencing, decorative subdivision markers, and original murals depicting *Destrehan High* and the Parish's timeline; and,

WHEREAS, *Mrs. Richoux's* civic service will continue to benefit a broad range of *St. Charles Parish* residents for years and should be a source of pride and admired by all.

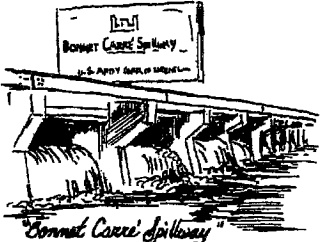
NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, do hereby offer this tribute and recognition to

### MARILYN MAYHALL RICHOUX

"PARISH OF PLENTY"  
created in 1807 from the county of the  
"German Coast", a parish of  
unprecedented economic and social  
development, known for its  
hospitality, rural living and sporting  
opportunities... with the added  
distinction of being located  
on both sides of the  
Mighty Mississippi River.



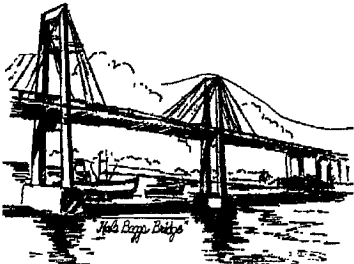
"Dutch Colonial Plantation"



"Bonnet Case Spillway"



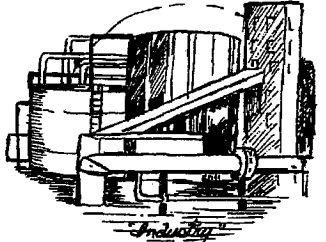
"The Little Red Church"



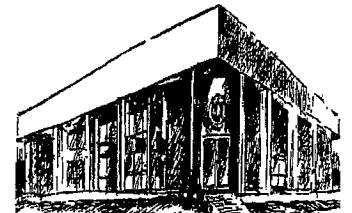
"John Deppa Bridge"



"Hunting and Fishing"



"Industry"



*Larry Cochran*  
LARRY COCHRAN  
PARISH PRESIDENT

*Paul J. Hogan*  
PAUL J. HOGAN, PE  
COUNCILMAN AT LARGE, DIV. B

*Terrell D. Wilson*  
TERRELL D. WILSON  
COUNCILMAN, DISTRICT I

*Mary K. Clulee*  
MARY K. CLULEE  
COUNCILWOMAN, DISTRICT II

*Dick Gibbs*  
DICK GIBBS  
COUNCILMAN, DISTRICT III

*Wendy Benedetto*  
WENDY BENEDETTO  
COUNCILWOMAN AT LARGE, DIV. A

*William Billy Woodruff*  
WILLIAM BILLY WOODRUFF  
COUNCILMAN, DISTRICT IV

*Marilyn B. Bellock*  
MARILYN B. BELLOCK  
COUNCILWOMAN, DISTRICT V

*Traci A. Fletcher*  
TRACI A. FLETCHER  
COUNCILWOMAN, DISTRICT VI

*Julia Fisher-Perrier*  
JULIA FISHER-PERRIER  
COUNCILWOMAN, DISTRICT VII

# The Parish of St. Charles

November 14, 2016

## IN RECOGNITION

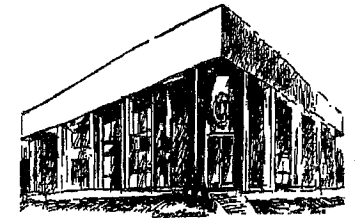
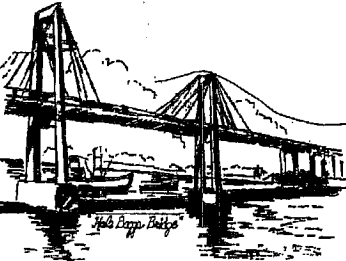
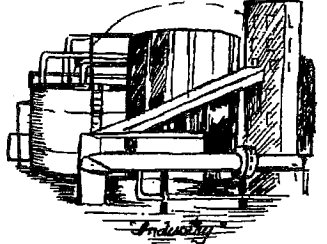
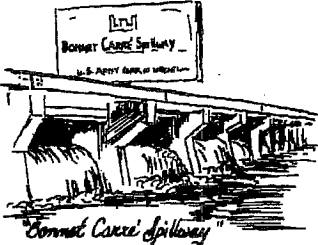
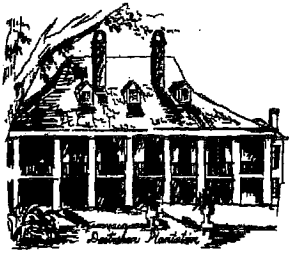
**WHEREAS**, in late March 2016, the St. Charles Parish Geographical Information System Office (GIS) launched an interactive online portal that allows residents to better report streetlight outages, garbage bin concerns, and debris removal to the parish; and,

**WHEREAS**, the portal is user-friendly and is accessed at [www.scpreportit.com](http://www.scpreportit.com). The user can report their concerns and receive real time updates on the status of their requests while the Parish Contract Monitor's Office handles all requests made through the application; and,

**WHEREAS**, [scpreportit.com](http://scpreportit.com) received the National Association of County Officials (NACo) Achievement Award in the category of Information Technology at the annual conference held July 22-25, 2016, in Long Beach, California; and,

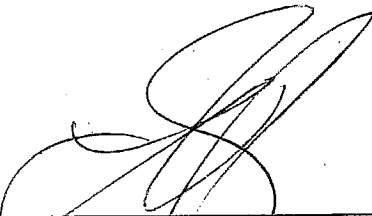
**WHEREAS**, NACo achievement awards are given to counties and parishes who establish a program that offers new services to residents, improves the administration of an existing government program, upgrades the working conditions or level of training for employees, enhances the level of citizen participation in, or the understanding of, government programs, provides information that facilitates effective public policy making, and promotes intergovernmental cooperation and coordination in addressing shared problems.

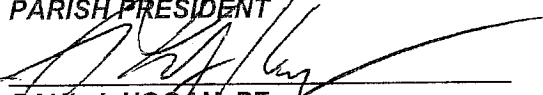
**NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, do hereby offer this tribute and recognition to**

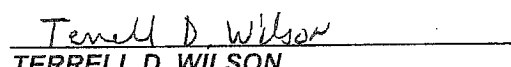


### ST. CHARLES PARISH GEOGRAPHICAL INFORMATION SYSTEM (GIS) OFFICE NACO'S ACHIEVEMENT AWARD RECIPIENTS

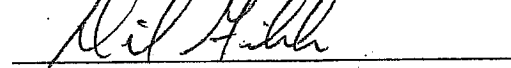
*"PARISH OF CLEMENCY"  
created in 1807 from the county of the  
"German Coast", a parish of  
unprecedented economic and social  
development, known for its  
hospitality, rural living and sporting  
opportunities... with the added  
distinction of being located  
on both sides of the  
Mighty Mississippi River.*

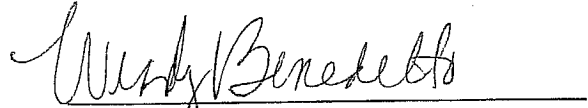
  
LARRY COCHRAN  
PARISH PRESIDENT

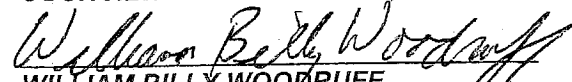
  
PAUL J. HOGAN, PE  
COUNCILMAN AT LARGE, DIV. B

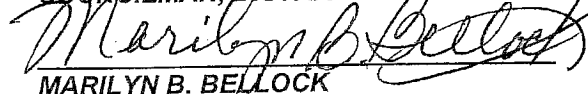
  
TERRELL D. WILSON  
COUNCILMAN, DISTRICT I

  
MARY K. CLULEE  
COUNCILWOMAN, DISTRICT II

  
DICK GIBBS  
COUNCILMAN, DISTRICT III

  
WENDY BENEDETTO  
COUNCILWOMAN AT LARGE, DIV. A

  
WILLIAM BILLY WOODRUFF  
COUNCILMAN, DISTRICT IV

  
MARILYN B. BELLOCK  
COUNCILWOMAN, DISTRICT V

  
TRACI A. FLETCHER  
COUNCILWOMAN, DISTRICT VI

  
JULIA FISHER-PERRIER  
COUNCILWOMAN, DISTRICT VII

# The Parish of St. Charles

November 14, 2016

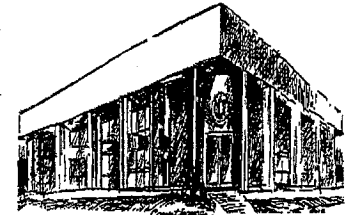
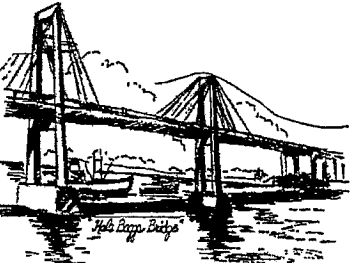
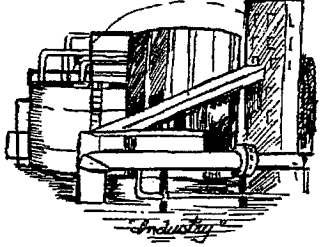
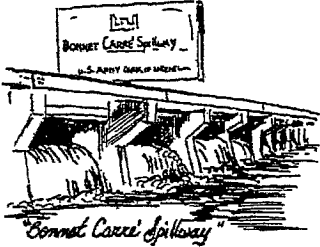
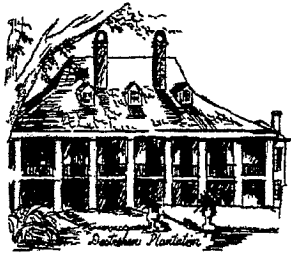
## IN RECOGNITION

WHEREAS, the National Association of County Information Officers (NACIO) was formed in 1966 to bring together communications professionals who wanted to share and exchange information with other county public information officers across the United States. NACIO is an active affiliate of the National Association of County Officials (NACo); and,

WHEREAS, each year NACIO hosts its annual Awards of Excellence in Communications Competition, which provides public sector employees the opportunity to compete against their peers from across the nation in several categories. All projects entered are eligible to win Superior, Excellent, and Meritorious awards; and,

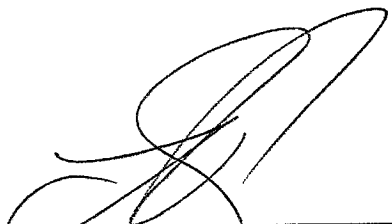
WHEREAS, the St. Charles Parish Public Information Office was awarded Superior in the public education – Campaign or Event category for “Funding the Future: Millage Campaign” project and was awarded Meritorious in the annual reports graphic design category for “8 Years, 8 Goals: St. Charles Parish by the Numbers” brochure project, at the NACo annual conference and exposition held July 22-25, 2016, in Long Beach, California. The awards were presented to St. Charles Parish Officials at a private dinner held July 22, 2016.

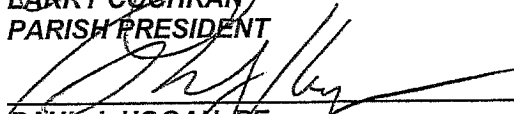
NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, do hereby offer this tribute and recognition to



### ST. CHARLES PARISH PUBLIC INFORMATION OFFICE NACIO Awards of Excellence in Communications Recipients

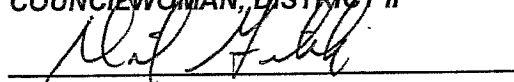
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Mighty Mississippi River.*

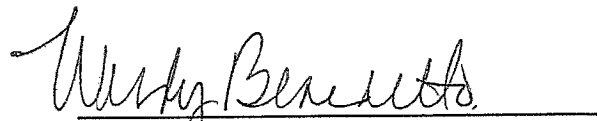
  
LARRY COCHRAN  
PARISH PRESIDENT


  
PAUL J. HOGAN, PE  
COUNCILMAN AT LARGE, DIV. B

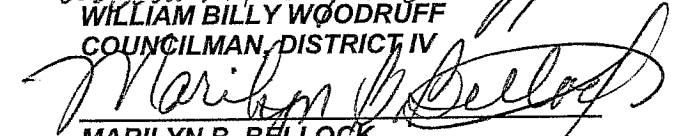
Terrell D. Wilson  
TERRELL D. WILSON  
COUNCILMAN, DISTRICT I

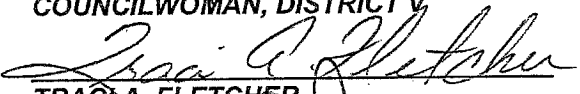
  
MARY K. CLULEE  
COUNCILWOMAN, DISTRICT II


  
DICK GIBBS  
COUNCILMAN, DISTRICT III

  
WENDY BENEDETTO  
COUNCILWOMAN AT LARGE, DIV. A

  
WILLIAM BILLY WOODRUFF  
COUNCILMAN, DISTRICT IV

  
MARILYN B. BELLOCK  
COUNCILWOMAN, DISTRICT V

  
TRACIA A. FLETCHER  
COUNCILWOMAN, DISTRICT VI

  
JULIA FISHER-PERRIER  
COUNCILWOMAN, DISTRICT VII

# PROCLAMATION

**WHEREAS,** the Community of Norco is rich in history and tradition and the Norco Christmas Parade, an annual holiday event, is part of this tradition; and,  
**WHEREAS,** on Sunday, December 4, 2016, at 2:00 p.m., the Norco Civic Association will parade with this year's theme being "**Norco Noel: Santa Salutes Our First Responders!**", and,  
**WHEREAS,** this parade is designed to usher in the beginning of the Christmas season and further the sense of community in Norco; and,  
**WHEREAS,** residents of the entire parish are invited to come to Norco and join in the festivities; and,  
**WHEREAS,** this event is organized by the Norco Christmas Parade Committee of the Norco Civic Association who have volunteered their time to make this event possible; and,  
**WHEREAS,** the residents of St. Charles Parish are truly grateful for their dedication and hard work.

**NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM SUNDAY, DECEMBER 4, 2016, AS**

## "NORCO CHRISTMAS PARADE DAY"

**BE IT FURTHER RESOLVED, THAT, ON BEHALF OF THE CITIZENS OF ST. CHARLES PARISH, WE DO HEREBY EXTEND OUR SINCERE THANKS AND APPRECIATION TO THE NORCO CIVIC ASSOCIATION, THE NORCO CHRISTMAS PARADE COMMITTEE, AND ALL THOSE WHO ARE MAKING THIS COMMUNITY BUILDING EVENT POSSIBLE.**

s/LARRY COCHRAN  
 LARRY COCHRAN  
 PARISH PRESIDENT  
s/PAUL J. HOGAN, PE  
 PAUL J. HOGAN, PE  
 COUNCILMAN AT LARGE, DIV. B  
s/TERRELL D. WILSON  
 TERRELL D. WILSON  
 COUNCILMAN, DISTRICT I  
s/MARY K. CLULEE  
 MARY K. CLULEE  
 COUNCILWOMAN, DISTRICT II  
s/DICK GIBBS  
 DICK GIBBS  
 COUNCILMAN, DISTRICT III

s/WENDY BENEDETTO  
 WENDY BENEDETTO  
 COUNCILWOMAN AT LARGE, DIV. A  
s/WILLIAM BILLY WOODRUFF  
 WILLIAM BILLY WOODRUFF  
 COUNCILMAN, DISTRICT IV  
s/MARILYN B. BELLOCK  
 MARILYN B. BELLOCK  
 COUNCILWOMAN, DISTRICT V  
s/TRACI A. FLETCHER  
 TRACI A. FLETCHER  
 COUNCILWOMAN, DISTRICT VI  
s/JULIA FISHER-PERRIER  
 JULIA FISHER-PERRIER  
 COUNCILWOMAN, DISTRICT VII

**PROCLAMATION**

**WHEREAS,** *Alzheimer's Disease, a progressive, degenerative disorder that attacks the brain's nerve cells, is among the top 10 leading causes of death in the United States. It is estimated that as many as 5.1 million Americans have been diagnosed; and,*

**WHEREAS,** *Alzheimer's is the most common form of Dementia, a general term that describes a group of symptoms such as loss of memory, judgment, language, complex motor skills, and other intellectual function-caused by the permanent damage or death of the brain's nerve cells; and,*

**WHEREAS,** *Alzheimer's is not a normal part of aging, although the greatest known risk factor is increasing age, and the majority of people with Alzheimer's are 65 years and older; and,*

**WHEREAS,** *although every case of Alzheimer's disease is different, experts have identified common warning signs of the brain disease and it is important to look for signs that might indicate Alzheimer's disease versus basic forgetfulness or other conditions. Typical warning signs include: Memory loss, especially of recent events, names, placement of objects, and other new information, confusion about time and place, struggling to complete familiar actions, such as brushing teeth or getting dressed, trouble finding the appropriate words, completing sentences, and following directions and conversations, poor judgment when making decisions, changes in mood and personality, such as increased suspicion, rapid and persistent mood swings, withdrawal, and disinterest in usual activities, and difficulty with complex mental assignments, such as balancing a checkbook or other tasks involving numbers; and,*

**WHEREAS,** *although current Alzheimer's treatments cannot stop Alzheimer's from progressing, they can temporarily slow the worsening of dementia symptoms and improve the quality of life for those with Alzheimer's and their caregivers; and,*

**WHEREAS,** *today, there is a worldwide effort under way to find better ways to treat the disease, delay its onset, and prevent it from developing; and,*

**WHEREAS,** *Walk to End Alzheimer's is the world's largest event to raise awareness and funds for Alzheimer's care, support, and research. From September through November every year, there are several walk events held in Louisiana. Please go to [www.alz.org](http://www.alz.org) or call toll free 1-800-272-3900 for more information.*

**NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM THE MONTH OF NOVEMBER 2016 AS**

**"NATIONAL ALZHEIMER'S AWARENESS MONTH"**

**IN ST. CHARLES PARISH AND URGE ALL COMMUNITY MEMBERS TO LEARN MORE ABOUT ALZHEIMER'S DISEASE AND SUPPORT THE INDIVIDUALS LIVING WITH THIS DISEASE AND THEIR CAREGIVERS.**

s/LARRY COCHRAN  
 LARRY COCHRAN  
 PARISH PRESIDENT  
s/PAUL J. HOGAN, PE  
 PAUL J. HOGAN, PE  
 COUNCILMAN AT LARGE, DIV. B  
s/TERRELL D. WILSON  
 TERRELL D. WILSON  
 COUNCILMAN, DISTRICT I  
s/MARY K. CLULEE  
 MARY K. CLULEE  
 COUNCILWOMAN, DISTRICT II  
s/DICK GIBBS  
 DICK GIBBS  
 COUNCILMAN, DISTRICT III

s/WENDY BENEDETTO  
 WENDY BENEDETTO  
 COUNCILWOMAN AT LARGE, DIV. A  
s/WILLIAM BILLY WOODRUFF  
 WILLIAM BILLY WOODRUFF  
 COUNCILMAN, DISTRICT IV  
s/MARILYN B. BELLOCK  
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 COUNCILWOMAN, DISTRICT V  
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 COUNCILWOMAN, DISTRICT VI  
s/JULIA FISHER-PERRIER  
 JULIA FISHER-PERRIER  
 COUNCILWOMAN, DISTRICT VII

2016-0369

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT  
(DEPARTMENT OF PLANNING AND ZONING)

ORDINANCE NO. 16-11-2

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification of Lot 1A of the subdivision of a portion of Section 6, T11S R7E, 17898 River Road, Montz, from C-1 to R-1A as requested by Kevin & Shannon Templet.

WHEREAS, the property owner requests rezoning the property from C-1 to R-1A; and,  
WHEREAS, the St Charles Parish Department of Planning and Zoning recommended approval of this request; and,

WHEREAS, the St. Charles Parish Planning Board of Commissioners recommended approval of the request at its regular meeting on October 13, 2016.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** St. Charles Parish hereby approves an ordinance amending the Zoning Ordinance of 1981, to change the zoning classification of Lot 1A of the subdivision of a portion of Section 6, T11S, R7E, Montz, from C-1 to R-1A as requested by Kevin & Shannon Templet.

**SECTION II.** That the St. Charles Parish Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification of Lot 1A of the subdivision of a portion of Section 6, T11S R7E, Montz, from C-1 to R-1A as requested by Kevin & Shannon Templet.

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF,  
BELLOCK, FLETCHER, FISHER-PERRIER  
NAYS: NONE  
ABSENT: NONE

And the ordinance was declared adopted this 14th day of November, 2016 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]  
SECRETARY: [Signature]  
DLVD/PARISH PRESIDENT: [Signature]  
APPROVED:  DISAPPROVED:   
PARISH PRESIDENT: [Signature]  
RETD/SECRETARY: [Signature]  
AT: 11:50 am RECD BY: [Signature]

2016-0368

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT  
(DEPARTMENT OF PLANNING AND ZONING)

ORDINANCE NO. 16-11-3

An ordinance to amend the Code of Ordinances to modify permit fees, Chapter 6 Buildings and Building Regulations, Article II. Building and Related Construction Codes, Section 6-15. Fees.  
(a) Permit, plan review, and inspection fees by type.

WHEREAS, the St. Charles Parish Council amended permit fees pursuant to Ordinance No. 10-7-13, Ordinance No. 10-10-2 and Ordinance No. 14-8-5; and,

WHEREAS, the Regional Code Council voted to amend certain Plan Review and Inspection fees and add certain permit types for consistency; and,

WHEREAS, the proposed fee changes are consistent with the Regional Code Council decision:

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the St. Charles Parish Code, Chapter 6 Buildings and Building Regulations, Article II. Building and Related Construction Codes, Section 6-15. Fees. (a) Permit, plan review, and inspection fees by type be amended as follows (insert bold and underline; delete strikethrough type):

(a) Permit, plan review, and inspection fees by type.

Permit Type	Permit Fee	Plan Review and Inspection Fees (number of inspections included)
New Residential (One- or Two-Family Dwellings) including modular homes	\$400.00	\$0.36/SF (12)
New Residential Addition	25.00	0.36/SF (12)
New Detached Residential Accessory With 1 or more walls	25.00	0.18/SF--\$60 Min./400 max
Detached Residential Accessory < 200 sq. ft.	25.00	n/a
Detached Accessory Structure without walls < 500 sq. ft.	25.00	60.00 ((2) + (2) per trade permit)
Detached Accessory Structure without walls > 500 sq. ft.	25.00	160.00 ((2) + (2) per trade permit)
New Attached Residential Aluminum Patio Covers	25.00	60.00 (1)
Res. Renovation < \$5000 value and required trade permits	25.00	60.00 (1)
Res. Renovation < \$5,001-10,000 value and required trade permits	25.00	80.00 (2)
Res. Renovation > \$10,001.00 value and required trade permits	25.00	160.00 (2)
New Commercial (new, additions and modular)	<del>0.60/1,000.00 Value—600.00 min.</del> <b>0.10/square foot, \$600 minimum</b>	<del>2.40/1,000.00 Value—200.00 Min.</del> <b>0.40/square foot, \$400 minimum (25)</b>
New Institutional (new, additions and modular)	<del>0.60/1,000.00 Value—600.00 min.</del> <b>0.10/square foot, \$600 minimum</b>	<del>2.40/1,000.00 Value—200.00 Min.</del> <b>0.40/square foot, \$400 minimum (25)</b>
Commercial Renovation	<del>0.60/1,000.00 Value—200.00 min.</del> <b>0.05/square foot, \$100 minimum</b>	<del>2.40/1,000.00 Value—200.00 Min.</del> <b>0.20/square foot, \$400 minimum (12)</b>
Institutional Renovation	<del>0.60/1,000.00 Value—200.00 min.</del>	<del>2.40/1,000.00 Value—200.00 Min.</del> <b>0.20/square foot, \$400 minimum (12)</b>

	0.05/square foot, \$100 minimum	
Commercial Storage (Accessory to a main building)	0.60/1,000.00 Value— 200.00 min. 0.10/square foot, \$100 minimum	2.40/1,000.00 Value—200.00 Min. 0.40/square foot, \$400 minimum (12)
Commercial Parking	100.00	0.80/500.00 SF (2)
Trade Permits (Electrical, Mechanical, Plumbing, Gas)	25.00	100.00 (2)
Commercial/Solar Installation	100	400
Commercial/Institutional Generator	200	800
New Cell Tower	800	3200
Cell Tower Co-locate/Antenna Change Out	300	1200
Commercial Re-roof	100	400
Whole House (fixed) Generator	25.00	160 (2)
Mobile Homes	55.00	120.00 (2)
Change of Occupancy	25.00	n/a
Change of Use	25.00	80.00 (2)
Sign Permits	100.00	80.00 (2) 300 (3)
Sign face change	100.00	n/a
Temporary Commercial Structures	25.00	80.00 (2)
Demolition Permit	100.00	n/a
Swimming Pool (in ground)	25.00	160.00 (2 3)
Swimming Pool (above-ground)	25.00	n/a
Annual Maintenance Permit	40.00	160.00 (0)
Special Permit Use	50.00	n/a
Miscellaneous Permit	25.00	n/a
Structure Elevation	50.00	400 (6)
Residential Structure Relocation plus trade permits	50.00	200.00 ((2) + (2) per trade permit)
Additional Inspections	n/a	60.00 (1)

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

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

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 14th day of November, 2016. The provisions of this Ordinance shall become effective January 1, 2017.

CHAIRMAN: W. Benedetto

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: 11/15/16

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: 11/15/16

AT: J. Soan RECD BY: [Signature]



INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT  
(DEPARTMENT OF LEGAL SERVICES)

ORDINANCE NO. 16-11-4

An ordinance to authorize the Parish President to make full and final settlement in the matter entitled "Mary Vial, Jefferson Magnolia, L.L.C., Edward Renton and John T. Lambert, Jr.", 29<sup>th</sup> Judicial District Court, Parish of St. Charles, No. 69251.

WHEREAS, Mary Vial, Jefferson Magnolia, L.L.C., Edward Renton and John T. Lambert, Jr. filed a Petition for Just Compensation alleging that St. Charles Parish trespassed on their properties by digging a canal and road to access the canal which said canal continuously floods the property; and,

WHEREAS, Mary Vial, Jefferson Magnolia, L.L.C., Edward Renton and John T. Lambert further allege that the canal and road sever and damage the property and diminish the value of the remainder of their properties; and,

WHEREAS, the parties have agreed to compromise and make full and final settlement; and,

WHEREAS, Mary Vial has agreed to compromise and make full and final settlement for the sum of \$10,000.00, inclusive of all damages, costs and fees; and,

WHEREAS, Jefferson Magnolia, L.L.C has agreed to compromise and make full and final settlement for the sum of \$10,000.00, inclusive of all damages, costs and fees; and,

WHEREAS, John T. Lambert, Jr. has agreed to compromise and make full and final settlement for the sum of \$10,000.00, inclusive of all damages, costs and fees; and,

WHEREAS, Edward Renton has agreed to compromise and make full and final settlement for the sum of \$90,000.00, inclusive of all damages, costs and fees; and,

WHEREAS, all plaintiffs have agreed to release St. Charles Parish from all existing claims and all claims which may arise in the future as a result of the acts and/or omissions alleged by them.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the President of St. Charles Parish is hereby authorized to execute the Full and Final Settlement Agreements, and pay to Mary Vial the sum of **TEN THOUSAND AND NO/100THS (\$10,000.00) DOLLARS** inclusive of all damages, costs and fees; pay to Jefferson Magnolia, L.L.C. the sum of **TEN THOUSAND AND NO/100THS (\$10,000.00) DOLLARS** inclusive of all damages, costs and fees; pay to Edward Renton the sum of **NINETY THOUSAND AND NO/100THS (\$90,000.00) DOLLARS** inclusive of all damages, costs and fees; and pay to John T. Lambert, Jr. the sum of **TEN THOUSAND AND NO/100THS (\$10,000.00) DOLLARS** inclusive of all damages, costs and fees in full satisfaction of all damages, claims and causes of action alleged in the matter entitled "Mary Vial, Jefferson Magnolia, L.L.C., Edward Renton and John T. Lambert, Jr.", 29<sup>th</sup> Judicial District Court, Parish of St. Charles, No. 69251.

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FEETCHER, FISHER-PERRIER  
NAYS: NONE  
ABSENT: NONE

And the ordinance was declared adopted this 14th day of November, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Wendy Benedetto*  
SECRETARY: *[Signature]*  
DLVD/PARISH PRESIDENT: *11/15/16*  
APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_  
PARISH PRESIDENT: \_\_\_\_\_  
RETD/SECRETARY: *11/16/16*  
AT: *h: 50a* RECD BY: *[Signature]*

FULL AND FINAL RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement (the "Release") is entered into and executed in triplicate originals on the dates set forth below by the following parties:

PARTIES:

PLAINTIFF: **Mary Vial**

DEFENDANT (ALSO REFERRED AS RELEASED PARTY OR PARTIES): **St. Charles Parish**

1. SUMMARIZED ALLEGATIONS AND FACTS OF MARY VIAL, ET AL., VERSUS ST. CHARLES PARISH, #69251 OF THE 29<sup>TH</sup> JUDICIAL DISTRICT COURT, PARISH OF ST. CHARLES, STATE OF LOUISIANA LITIGATION:

This Release arises the allegations asserted in the Original Petition for Just Compensation filed by Mary Vial against St. Charles Parish.

On April 20, 2009 Mary Vial filed suit against the Parish of St. Charles in Action # 69251 which involved various alleged claims as pertaining to the below property.

Plaintiff Mary Vial owns that certain immovable property that was made part of this litigation in St. Charles Parish more fully described as follows:

A certain tract of land situated in T-13-S, R-9-E, Section 38, and T-12-S, R-9-E, Section 43, in St. Rose, Parish of St. Charles, State of Louisiana on the left descending bank of the Mississippi River, measuring 1/2 arpent on the south right of way line of the Illinois Central Gulf Railroad, by a depth between parallel lines to the south right of way lines of the property owned formerly by the vendors that was acquired by expropriation by the Louisiana Department of Transportation and Development in Docket No. 35,063, 29th Judicial District Court, St. Charles Parish, Louisiana, and recorded in COB404, folio 96. The subject property is bounded on the north by the south right of way line of the ICG RR, on the upper side by property owned by Rivet Dragline and Marshbuggy Co., Inc., on the north by property of LA, DOTD and on the lower side by that of the John Lambert Estate. The subject property is purchased together with all of the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining. Being a portion of the same property acquired by vendors by purchase from Evan J. Lambert, et al, by act dated March 24, 1983, before Emile R. St. Pierre, Notary Public, and recorded in COB 295, folio 429, St. Charles Parish, Louisiana.

Among the many allegations Plaintiff asserted in her suit as summarized below. She alleges that:

"At some point in 2006, Warren Treme was in the process of developing a subdivision (hereafter the "Subdivision") in St. Charles Parish.

The Subdivision was located in a flood plain, and Mr. Treme thus had to secure drainage for the Subdivision before it could be fully developed. Treme thus swapped two (2) lots in the Subdivision for ten (10) acres of land then owned by the St. Charles Parish School Board. As part of the deal struck with the School Board, Mr. Treme required a guarantee by St. Charles Parish (hereinafter the "Parish") that it would provide drainage for the Subdivision.

The Parish did not have ownership of or access to the property necessary to provide this drainage. Required was the property owned by Plaintiffs.

Commencing late 2006, the Parish trespassed onto Plaintiff's property, dug a canal through Plaintiff's property, and built a road accessing the canal through a portion of Plaintiff Mary Vial's land. The canal continues to fill with water and overflow onto Plaintiffs' land.

At no time did Plaintiffs give the Parish permission to trespass onto her land or to dig a canal on her property; nor did Plaintiff Mary Vial give permission to the Parish to utilize her property to build the road that provides access to the canal.

At no time did the Parish ever commence expropriation proceedings to take Plaintiff's land, nor did the Parish ever tender just compensation or damages.

Plaintiff owned all rights in and to the property that is now covered by the: canal, and

Plaintiff Mary Vial owned all rights in and to the property that is now covered by the road.

The Parish took the property in that it has now placed a canal and a road on the property.

As a result, Plaintiff has been divested of her ability to enjoy all rights in and to said property.

The Parish took the property for a public purpose in that the canal is utilized to provide drainage for the Subdivision and the road is utilized to provide access to the canal.

The canal and road divide, sever and damage Plaintiff's property and diminish the value the remainder of Plaintiffs' property.

Pursuant to the Fifth Amendment to the United States Constitution, Louisiana Constitution Article I, §4 and La. R.S. 13:5111, Plaintiff would have been entitled to just compensation to the full extent of her loss resulting from Defendants' taking of her property, including, but not limited to; (1) damages equivalent to the market value of the property actually taken to build the canal and road; (2) damages to the remainder of Plaintiff's property as a result of the taking; (3) damages caused by Defendant's creation of a flowage easement across Plaintiff's property-both inside and outside the banks of the canal dug by Defendant; (4) costs to cure; and (5) all attorneys' fees, expert fees and costs incurred in connection with this proceeding."

Plaintiff, Mary Vial, filed an **1<sup>st</sup> Supplement, Amended and Superceding (sic) Petition for Just Compensation** against Defendant on June 22, 2009.

In the Petition, she asserted the following summary of allegations:

In the fourth quarter of 2005 and the first quarter of 2006, Warren Treme was in the process of developing a subdivision in St. Charles Parish. The Subdivision was located in a flood plain, with the Subdivision abutting the South and Southwest boundaries of Plaintiff's property, and Mr. Treme thus had to secure drainage for the Subdivision before it could fully be developed. Treme thus swapped two (2) lots in the Subdivision for ten (10) acres of land then owned by the St. Charles Parish School Board. As part of the deal struck with the School Board, Mr. Treme required a guarantee by St. Charles Parish (hereinafter the "Parish") that it would provide drainage for the Subdivision.

The Parish did not have ownership of or access to the property necessary to provide this drainage. Required was the property owned by Plaintiff. Furthermore, the existing drainage system for the Parish would not permit adequate drainage for the subdivision.

At a time unknown to Plaintiffs because of the secrecy with which the project occurred, but commencing at some point in the fourth quarter of 2006, the Parish entered onto Plaintiff's property without permission, dug a canal through Plaintiff's property, and built a road accessing the canal through a portion of Plaintiff Mary Vial's land. The canal continues to fill with water and overflow onto Plaintiff's land.

A Kansas City Railway Line (hereafter "KC Line") runs through the subject property. Running perpendicular to the line is Beltway Drive, which also bisects the subject property. Commencing approximately fifty (50) yards from the intersection between Beltway and the KC Line, and running in a westerly direction from that point, is the primary canal dug by St. Charles Parish (hereafter the "East-West Canal"). The East-West Canal traverses all of the subject property, running parallel with the KC Line. The East-West Canal widens to a breadth of no less than thirty (30) feet at its widest point, with the spoil bank further encroaching on Plaintiff's property.

As a result of the dredging and other operations necessary to dig this canal, the Parish recklessly deposited substantial dredging debris, trees, vegetation and other spoil along the banks of the primary canal. Not only does the spoil itself cause significant contamination and harm to Plaintiffs' property, but it further has eroded the banks of the canal and caused its breach in areas, resulting in further flooding of Plaintiff's property. On the Vial property, a second canal has been cut-in using a North-South direction (hereafter the "North-South Canal"), causing an oxbow effect and extending the spoil bank along the North-South Canal. This spoil bank includes debris, tress, vegetation and other spoil along the banks.

In constructing and maintaining these two (2) canals, the Parish constructed an access road parallel to the North-South. Primarily on the Vial property, the Parish cut a road parallel to the North-South Canal and destroyed trees and vegetation in connection with that work. This road and other access areas on Plaintiffs' property have created public access routes which subject Plaintiffs to trespassing by the general public. The Parish's construction of this road littered the property with debris and substantially damaged both the area utilized for the road and the adjacent property.

The Parish additionally engaged in additional unauthorized construction activities, including, but not limited to: (1) an additional V-shaped drainage structure

(hereafter the "V Drainage Structure") on the Vial property. North of the adjacent subdivisions abutting the Vial property; (2) an additional drainage ditch and jack-and-bore culvert allowing water to pass underneath the KC Line; (3) a vehicular route through the Vial property that adjoins the N-S Canal; and (4) an offshoot canal running parallel to the KC Line.

Over and above the damage done directly to their property as a result of the creation of these canals, ditches, roads and paths, Plaintiffs have further suffered damage as a result of the Parish's use of their property as the primary drainage for the adjacent developments. On the Lambert property, which abuts the adjacent development, substantial flooding has occurred due to the fact the development plan approved by the Parish permitted that property to drain directly onto the Lambert property. The fill from the adjacent development further encroaches the Lambert Property.

As the canal waters move north, the waters intersect with the railroad track running East-West across the subject property. Due to the elevation of the railroad track, the water leaches backwards and floods the property, thus creating a "puddling" effect. Lots abutting the Lambert property are allowed to drain onto the Lambert property because the Parish failed to require adequate safeguards—such as a drainage receptacle or retaining wall—along the boundary of the subdivisions. Plaintiff never authorized or gave permission to the Parish to enter upon or engage in any type of construction activities upon her property.

The Parish neither commenced expropriation proceedings nor tendered just compensation or damages. Plaintiff owned all rights in and to the property that is now covered by the canals, ditches, paths and roads.

The Parish took the property in that it has now placed canals, ditches, paths, roads and drainage ponds on the property. As a result, Plaintiff has been divested of her ability to enjoy all rights in and to said property, because said property is now fully overrun with water and/or has been cleared for paths and roads such that the property is no longer fit for the purposes to which Plaintiff had previously put the property to use.

The Parish took the property for a public purpose in that they purportedly constructed the canals, ditches, paths, roads and drainage ponds so as to provide drainage to the adjacent property, albeit in a manner that has by-passed the existing drainage plan of the Parish and caused extensive flooding and puddling on Plaintiff's property. The property rose to the level of a taking in that it permanently deprived Plaintiff of her rights to free and unfettered enjoyment of her property by converting the property to uses Plaintiff never contemplated and depriving Plaintiff of the ability to put the property to its highest and best use.

The canals, ditches, paths and roads divide, sever and damage Plaintiff's property and diminish the value of the remainder of Plaintiff's property. The property suffered diminished value where the canal rests because the overrun of the water makes the property unmarketable nor could the property be put to its highest and best use. She claims that the Parish further diminished the value of the surrounding property in that they subjected it to overflow, erosion, spoliation and puddling of water that prevent the utilization of the property for its highest and best use. The Parish has essentially rendered the property economically useless.

Pursuant to the Fifth Amendment to the United States Constitution, Louisiana Constitution Article I, §4 and La. R.S. 13:5111, Plaintiff is entitled to just compensation to the full extent of her loss resulting from Defendant's taking of her property, including, but not limited to: (1) damages equivalent to the market value of the property actually taken to build the canals, ditches, paths, roads and drainage ponds; (2) damages to the remainder of Plaintiff's property as a result of the taking; (3) damages caused by Defendant's creation of a flowage easement across Plaintiff's property—both inside and outside the banks of the canals dug by Defendant; (4) costs to cure; and (5) all attorneys' fees, expert fees and costs incurred in connection with this proceeding.

## 2. PAYMENTS AND CONSIDERATION:

In consideration of this Settlement and Release, the Defendant hereby pays Ten Thousand Dollars and 00/100 cents (\$10,000.00) to Mary Vial and she hereby acknowledges receipt of this payment.

## 3. GENERAL RELEASE AND DISCHARGE

In consideration of the payments stipulated herein, Plaintiff, her heirs, assigns, successors and any person of interest completely release, acquit and forever discharge the Defendant, its predecessors, successors, parents, affiliates, subsidiaries, divisions, agents, assigns and anyone else acting or purporting to act on its behalf, as well as any and all others for whose acts or omissions any of the said parties might be responsible (collectively referred to as the "Released Parties") from any and all rights, claims, demands, damages, liabilities, responsibilities or actions of any kind or nature whatsoever which Plaintiff now has, or may have in the future, in whole or in part arising out of, related to, resulting from, or contributed to by Plaintiff's allegations, whether asserted or not asserted. As part of this Release, Plaintiff hereby authorizes and directs her attorney to dismiss her lawsuit *Mary Vial et al. versus St. Charles Parish*, #69251 of the 29<sup>th</sup> District Court, Parish of St. Charles, State of Louisiana with full prejudice against Defendant and Released Parties forever barring any action in the future involving the claims as asserted and summarized above.

This Release shall be a full, binding final and complete settlement and release of all existing claims and of all claims which may arise in the future between the parties regarding Plaintiff's claims involving her property. This Release shall serve as the only evidence necessary to prove complete compromise of all claims regarding the claims stated above involving the above property, and to support and prove any obligation thereunder, and may be offered in evidence and pled in support thereof without objection.

Plaintiff further agrees that she does hereby release the Defendant from her claims as summarized above forever and more particularly found in *Mary Vial et al. versus St. Charles Parish*, #69251 of the 29<sup>th</sup> District Court, Parish of St. Charles, State of Louisiana

Plaintiff hereby agree that this Release is a general release, and that she waives and assumes the risk of any and all claims for damage, loss or injury that exist as of this date, whether through ignorance, oversight, error, negligence, or otherwise, and that if known would materially affect Plaintiff's decision to enter this Release and Settlement Agreement. It is, nonetheless, Plaintiff's intention and agreement that any claims she may have against the Released Parties for any such injury, are the subject of this Release and are hereby completely released, acquitted and forever discharged.

Plaintiff further agrees to accept payment of the sum specified in Section 2 of this Release in complete compromise of any rights, claims, demands or actions of any kind or nature whatsoever that may arise in the future including, but not limited to claims that she may have at any time in the future that in any way arise out of her owner of her Property and the claims asserted in Section 1 above. It is Plaintiff's intention and desire that this Release be as broad and comprehensive as possible so that the Released Parties are never to be liable, directly or indirectly, to Plaintiff or her successors, or assigns or any person or entity claiming by, through, under or on behalf of them for any claims, demands, actions or causes of action of whatsoever nature or character regarding Plaintiff's claims against Defendant involving her property as summarized in the allegations above. It is understood and agreed by and among the parties that this settlement is a compromise of disputed claims and disputed issues of law and fact, and the payments made in connection herewith are not to be construed as an admission of liability or fault on the part of the Released Parties, all of whom expressly deny any liability in connection therewith.

#### 4. ATTORNEY'S FEES

Plaintiff shall bear all attorneys' fees arising from the action of her own counsel in connection with the Lawsuit, this Release, and the matters and documents referred to therein.

#### 5. WARRANTY OF CAPACITY TO EXECUTE AGREEMENT

Plaintiff warrant that no other person or entities have any interest in the claims referred to in this Release, and that she has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or actions referred to in this Release.

#### 6. ENTIRE AGREEMENT AND SUCCESSORS IN INTEREST

This Release contains the entire agreement between Plaintiff and the Released Parties with regard to the matter set forth herein, and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each. Plaintiff hereby agrees that this Release shall be construed in the broadest possible sense of favor of the Released Parties.

It is also the intention of the parties entering into this Release that the various provisions of this Release be considered as separate and distinct. Further, if any portion or portions of this Release are deemed invalid or ineffective, the otherwise valid portion or portions of the Release shall remain valid and in full effect and, further, that any invalid portion or portions of the Release be severed without invalidation of the Release as a whole.

7. REPRESENTATION OF COMPREHENSION OF DOCUMENTS

In entering into this Release, Plaintiff represents that the terms of this Release have been completely explained to her by her attorney, and that those terms are fully understood and accepted by her.

This Release is the product of arm's length negotiations between parties represented by counsel. No party shall be deemed to be the drafter of this Release or any provision. No presumption shall be deemed to exist in favor for or against any party as a result of the preparation or negotiation of this Release.

8. CONFIDENTIALITY:

The terms of this Release and Settlement agreement shall remain confidential upon the execution of the agreement except should there be a FOIA or Public Records Request under State Law, then the terms and conditions of the agreement may be released as required by law. Further, nothing in this agreement shall prevent the parties from disclosure to those parties that may be require to have the information such as any taxing authority and nothing shall prevent the Released Party from recording any servitude agreement in the public records. The Parties recognize that certain public officials will be privy to the terms and conditions of this Release and Settlement Agreement and will make every effort to assure the Plaintiff that the terms and conditions are not released after the execution of this agreement. Nothing in this provision shall create a separate and distinct cause of action for damages.

9. OVERNING LAW:

This Release shall be construed and interpreted in accordance with the substantive law of the State of Louisiana, excluding its choice of law rules.

10. ADDITIONAL DOCUMENTS

All parties agree to cooperate fully and execute any and all supplemental documents and to take all additional action that may be necessary or appropriate to give full force and effect to the basic terms and intent of the collective agreements and this Release.

PLAINTIFF:

\_\_\_\_\_  
MARY VIAL Date

\_\_\_\_\_  
RANDY SMITH  
MARY NELL BENNETT  
ATTORNEYS FOR MARY VIAL:

EXECUTED AS OF THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

DEFENDANT, ST. CHARLES PARISH

\_\_\_\_\_  
LARRY COCHRAN IN HIS CAPACITY AS PRESIDENT OF ST. CHARLES PARISH

\_\_\_\_\_  
CHARLES M. RAYMOND  
ATTORNEY FOR ST. CHARLES PARISH

EXECUTED AS OF THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

**ACKNOWLEDGEMENT**

STATE OF LOUISIANA  
PARISH OF ST. CHARLES

BEFORE ME, the undersigned and in the presence of the undersigned witnesses and Notary Public, personally came and appeared Mary Vial, a person of full age and majority and a resident of the Parish of ST. CHARLES, State of Louisiana, , who, being by me first duly sworn, did depose and state:

That she has read and fully understand the above and foregoing Full and Final Release and Settlement Agreement, and that she has executed this instrument in multiple counterparts of her own free will and accord, for the purposes herein set forth, and in the presence of the witnesses set forth below.

\_\_\_\_\_  
MARY VIAL

WITNESSES:

\_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me,  
this \_\_\_\_\_ day of \_\_\_\_\_,  
2016.

\_\_\_\_\_  
NOTARY PUBLIC  
PRINTED NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
COMMISSION NUMBER: \_\_\_\_\_  
COMMISSION EXPIRATION: \_\_\_\_\_

SEAL

FULL AND FINAL RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement (the "Release") is entered into and executed in triplicate originals on the dates set forth below by the following parties:

PARTIES:

PLAINTIFF: Jefferson Magnolia, L.L.C.

DEFENDANT (ALSO REFERRED AS RELEASED PARTY OR PARTIES): St. Charles Parish

I. SUMMARIZED ALLEGATIONS AND FACTS OF MARY VIAL, ET AL., VERSUS ST. CHARLES PARISH, #69251 OF THE 29<sup>TH</sup> JUDICIAL DISTRICT COURT, PARISH OF ST. CHARLES, STATE OF LOUISIANA LITIGATION:

This Release arises the allegations asserted in the Original Petition for Just Compensation (suit) filed by Jefferson Magnolia, L.L.C. against St. Charles Parish.

On April 20, 2009 Jefferson Magnolia, L.L.C. filed suit against the Parish of St. Charles in Action # 69251 of the 29 Judicial District Court, Parish of St. Charles, State of Louisiana captioned *Mary Vial, et al versus St. Charles Parish* which involved various alleged claims as pertaining to the below property.

Plaintiff, Jefferson Magnolia, L.L.C. owns that certain immovable property that was made part of this litigation in St. Charles Parish more fully described as follows:

**A certain tract or parcel of land, situated in the Parish of St. Charles, State of Louisiana on the east bank of the Mississippi river, at about 21 miles above the City of New Orleans, approximately 28.470 acres and a 70,9 88 square foot parcel north of L & A railroad in Section 43 T12S-R9E according to survey by Paul J. Kocke, Sr. dated August 11, 1994 and revised September 25, 1995.**

Among the many allegations Plaintiff asserted in its Original Petition for Just Compensation are summarized below.

It alleges that:

"At some point in 2006, Warren Treme was in the process of developing a subdivision (hereafter the "Subdivision") in St. Charles Parish.

The Subdivision was located in a flood plain, and Mr. Treme thus had to secure drainage for the Subdivision before it could be fully developed. Treme thus swapped two (2) lots in the Subdivision for ten (10) acres of land then owned by the St. Charles Parish School Board. As part of the deal struck with the School Board, Mr. Treme required a guarantee by St. Charles Parish (hereinafter the "Parish") that it would provide drainage for the Subdivision.

The Parish did not have ownership of or access to the property necessary to provide this drainage. Required was the property owned by Plaintiffs.

Commencing late 2006, the Parish trespassed onto Plaintiff's property, dug a canal through Plaintiff's property, and built a road accessing the canal through a portion of Plaintiff Mary Vial's land. The canal continues to fill with water and overflow onto Plaintiff's land.

At no time did Plaintiff give the Parish permission to trespass onto its land or to dig a canal on its property; nor did Plaintiff give permission to the Parish to utilize its property to build the road that provides access to the canal.

At no time did the Parish ever commence expropriation proceedings to take Plaintiff's land, nor did the Parish ever tender just compensation or damages. Plaintiff, Jefferson Magnolia, L.L.C., owned all rights in and to the property that is now part of this litigation.

The Parish took the property in that it has now placed a canal on the property.

As a result, Plaintiff has been divested of its ability to enjoy all rights in and to its property.

The Parish took the property for a public purpose in that the canal is utilized to provide drainage for the Subdivision. The canal divides, severs and damages Plaintiff's property and diminishes the value the remainder of Plaintiff's property.

Pursuant to the Fifth Amendment to the United States Constitution, Louisiana Constitution Article I, §4 and La. R.S. 13:5111, Plaintiff would have been entitled to just compensation to the full extent of its loss resulting from Defendant's taking of its property, including, but not limited to; (1) damages equivalent to the market value of the property actually taken to build the canal and road; (2) damages to the remainder of Plaintiff's property as a result

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J.M.LLC INITIAL \_\_\_\_\_ DATE \_\_\_\_\_  
SCP INITIAL \_\_\_\_\_ DATE \_\_\_\_\_



of the taking; (3) damages caused by Defendant's creation of a flowage easement across Plaintiff's property-both inside and outside the banks of the canal dug by Defendant; (4) costs to cure; and (5) all attorneys' fees, expert fees and costs incurred in connection with this proceeding."

Plaintiff, Jefferson Magnolia, L.L.C., filed an **1<sup>st</sup> Supplement, Amended and Superceding (sic) Petition for Just Compensation** against Defendant on June 22, 2009.

In the Petition, it asserted the following summary of allegations and facts:

In the fourth quarter of 2005 and the first quarter of 2006, Warren Treme was in the process of developing a subdivision in St. Charles Parish. The Subdivision was located in a flood plain, with the Subdivision abutting the South and Southwest boundaries of Plaintiff's property, and Mr. Treme thus had to secure drainage for the Subdivision before it could fully be developed. Treme thus swapped two (2) lots in the Subdivision for ten (10) acres of land then owned by the St. Charles Parish School Board. As part of the deal struck with the School Board, Mr. Treme required a guarantee by St. Charles Parish (hereinafter the "Parish") that it would provide drainage for the Subdivision.

The Parish did not have ownership of or access to the property necessary to provide this drainage. Required was the property owned by Plaintiff. Furthermore, the existing drainage system for the Parish would not permit adequate drainage for the subdivision. At a time unknown to Plaintiff because of the secrecy with which the project occurred, but commencing at some point in the fourth quarter of 2006, the Parish entered onto Plaintiff's property without permission, dug a canal through Plaintiff's property, and built a road accessing the canal through a portion of Plaintiff's land. The canal continues to fill with water and overflow onto Plaintiff's land.

A Kansas City Railway Line (hereafter "KC Line") runs through the subject property. Running perpendicular to the line is Beltway Drive, which also bisects the subject property. Commencing approximately fifty (50) yards from the intersection between Beltway and the KC Line, and running in a westerly direction from that point, is the primary canal dug by St. Charles Parish (hereafter the "East-West Canal"). The East-West Canal traverses all of the subject property, running parallel with the KC Line. The East-West Canal widens to a breadth of no less than thirty (30) feet at its widest point, with the spoil bank further encroaching on Plaintiff's property.

As a result of the dredging and other operations necessary to dig this canal, the Parish recklessly deposited substantial dredging debris, trees, vegetation and other spoil along the banks of the primary canal. Not only does the spoil itself cause significant contamination and harm to Plaintiffs' property, but it further has eroded the banks of the canal and caused its breach in areas, resulting in further flooding of Plaintiff's property. On the Lambert property, the second canal cut-in using a North-South direction (hereafter the "North-South Canal"), caused an oxbow effect and extended the spoil bank along the North-South Canal. This spoil bank includes debris, tress, vegetation and other spoil along the banks.

In constructing and maintaining these two (2) canals, the Parish constructed an access road parallel to the North-South. The Parish cut a road parallel to the North-South Canal and destroyed trees and vegetation in connection with that work. This road and other access areas on Plaintiffs' property have created public access routes which subject Plaintiffs to trespassing by the general public. The Parish's construction of this road littered the property with debris and substantially damaged both the area utilized for the road and the adjacent property.

The Parish additionally engaged in additional unauthorized construction activities, including, but not limited to: (1) an additional V-shaped drainage structure (hereafter the "V Drainage Structure") on the property North of the adjacent subdivisions abutting the property; (2) an additional drainage ditch and jack-and-bore culvert allowing water to pass underneath the KC Line; (3) a vehicular route through the Vial property that adjoins the N-S Canal; and (4) an offshoot canal running parallel to the KC Line. Over and above the damage done directly to its property as a result of the creation of these canals, ditches, roads and paths, Plaintiff has further suffered damage as a result of the Parish's use of its property as the primary drainage for the adjacent developments.

It has experienced substantial flooding due to the fact the development plan approved by the Parish permitted that property to drain directly onto its property. The fill from the adjacent development further encroaches its property.

As the canal waters move north, the waters intersect with the railroad track running East-West across the subject property. Due to the elevation of the railroad track, the water leaches backwards and floods the property, thus creating a "puddling" effect.

Lots abutting the its property are allowed to drain onto its property because the Parish failed to require adequate safeguards—such as a drainage receptacle or retaining wall—along the boundary of the subdivisions.

Plaintiff never authorized or gave permission to the Parish to enter upon or engage in any type of construction activities upon its property.

The Parish neither commenced expropriation proceedings nor tendered just compensation or damages.

Plaintiff owned all rights in and to the property that is now covered by the canals, ditches, paths and roads.

The Parish took the property in that it has now placed canals, ditches, paths, roads and drainage ponds on the property. As a result, Plaintiff has been divested of its ability to enjoy all rights in and to said property, because said property is now fully overrun with water and/or has been cleared for paths and roads such that the property is no longer fit for the purposes to which Plaintiff had previously put the property to use.

The Parish took the property for a public purpose in that they purportedly constructed the canals, ditches, paths, roads and drainage ponds so as to provide drainage to the adjacent property, albeit in a manner that has by-passed the existing drainage plan of the Parish and caused extensive flooding and puddling on Plaintiff's property. The property rose to the level of a taking in that it permanently deprived Plaintiff of its rights to free and unfettered enjoyment of its property by converting the property to uses Plaintiff never contemplated and depriving Plaintiff of the ability to put the property to its highest and best use.

The canals, ditches, paths and roads divide, sever and damage Plaintiff's property and diminish the value of the remainder of Plaintiff's property. The property suffered diminished value where the canal rests because the overrun of the water makes the property unmarketable nor could the property be put to its highest and best use. It claims that the Parish further diminished the value of the surrounding property in that the Parish subjected the property to overflow, erosion, spoliation and puddling of water that prevent the utilization of the property for its highest and best use. The Parish has essentially rendered the property economically useless.

Pursuant to the Fifth Amendment to the United States Constitution, Louisiana Constitution Article I, §4 and La. R.S. 13:5111, Plaintiff is entitled to just compensation to the full extent of its loss resulting from Defendant's taking of her property, including, but not limited to: (1) damages equivalent to the market value of the property actually taken to build the canals, ditches, paths, roads and drainage ponds; (2) damages to the remainder of Plaintiff's property as a result of the taking; (3) damages caused by Defendant's creation of a flowage easement across Plaintiff's property-both inside and outside the banks of the canals dug by Defendant; (4) costs to cure; and (5) all attorneys' fees, expert fees and costs incurred in connection with this proceeding.

## II. CONSIDERATION:

In consideration of this Settlement and Release, the Defendant hereby pays Ten Thousand Dollars and 00/100 cents (\$10,000.00) to Jefferson Magnolia, L.L.C. and Jefferson Magnolia, L.L.C. hereby acknowledges receipt of this payment.

## III. GENERAL RELEASE AND DISCHARGE

In consideration of the payments stipulated herein, Plaintiff, its heirs, agents or assigns completely release, acquit and forever discharge the Defendant, St. Charles Parish, its predecessors, successors, parents, affiliates, subsidiaries, divisions, agents, assigns and anyone else acting or purporting to act on its behalf, as well as any and all others for whose acts or omissions any of the said parties might be responsible (collectively referred to as the "Released Parties") from any and all rights, claims, demands, damages, liabilities, responsibilities or actions of any kind or nature whatsoever which Plaintiff now has, or may have in the future, in whole or in part arising out of, related to, resulting from, or contributed to by Plaintiff's allegations, whether asserted or not asserted. As part of this Release, Plaintiff hereby authorizes and directs its attorney to dismiss his lawsuit in the District Court with full prejudice against Defendant or the Released Parties forever barring any action in the future involving the claims as asserted and summarized above.

This Release shall be a full, binding final and complete settlement and release of all existing claims and of all claims which may arise in the future between the parties regarding Plaintiff's claims involving its property. This Release shall serve as the only evidence necessary to prove complete compromise of all claims regarding the claims stated above involving the above property, and to support and prove any obligation thereunder, and may be offered in evidence and pled in support thereof without objection.

Plaintiff further agrees that it does hereby release the Defendant from its claims as summarized above forever and more specifically found in Action # 69251, of the 29<sup>th</sup> Judicial District Court, Parish of St. Charles, State of Louisiana captioned *Mary Vial, et al versus St. Charles Parish*.

Plaintiff hereby agree that this Release is a general release, and that it assumes the risk of any and all claims for damage, loss or injury that exist as of this date, whether through ignorance, oversight, error, negligence, or otherwise, and that if known would materially affect Plaintiff's decision to enter this Release and Settlement Agreement. It is, nonetheless, Plaintiff's intention and agreement that any claims it may have against the Released Parties for any such injury, are the subject of this Release and are hereby completely released, acquitted and forever discharged.

Plaintiff further agrees to accept payment of the sum specified in Section II of this Release in complete compromise of any rights, claims, demands or actions of any kind or nature whatsoever that may arise in the future including, but not limited to, claims that it may have at any time in the future that in any way arise out of its ownership of its Property and the claims asserted in Section I above. Plaintiff intends and desires that this Release be as broad and comprehensive as possible so that the Released Parties are never to be liable, directly or indirectly, to Plaintiff or its successors, or assigns or any person or entity claiming by, through, under or on behalf of them for any claims, demands, actions or causes of action of whatsoever nature or character regarding Plaintiff's claims against Defendant involving its property as summarized in the allegations above and more fully found in Action #69251 of the 29 Judicial District Court, Parish of St. Charles, State of Louisiana captioned *Mary Vial et al versus St. Charles Parish*. It is understood and agreed by and among the parties that this settlement is a compromise of disputed claims and disputed issues of law and fact, and the payments made in connection herewith are not to be construed as an admission of liability or fault on the part of the Released Parties, all of whom expressly deny any liability in connection therewith.

#### IV. ATTORNEY'S FEES

Plaintiff shall bear all attorneys' fees arising from the action of its own counsel in connection with the Lawsuit, this Release, and the matters and documents referred to therein.

#### V. WARRANTY OF CAPACITY TO EXECUTE AGREEMENT

Plaintiff warrants that no other person or entities have any interest in the claims referred to in this Release, and that it has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or actions referred to in this Release.

#### VI. ENTIRE AGREEMENT AND SUCCESSORS IN INTEREST

This Release contains the entire agreement between Plaintiff and the Released Parties with regard to the matter set forth herein, and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each. Plaintiff hereby agrees that this Release shall be construed in the broadest possible sense of favor of the Released Parties.

It is also the intention of the parties entering into this Release that the various provisions of this Release be considered as separate and distinct. Further, if any portion or portions of this Release are deemed invalid or ineffective, the otherwise valid portion or portions of the Release shall remain valid and in full effect and, further, that any invalid portion or portions of the Release be severed without invalidation of the Release as a whole.

#### VII. REPRESENTATION OF UNDERSTANDING OF RELEASE:

In entering into this Release, Plaintiff represents that the terms of this Release have been completely explained to its officials and officers by its attorney, and that those terms are fully understood and accepted by the officials and officers of Jefferson Magnolia, L.L.C.

This Release is the product of arm's length negotiations between parties represented by counsel. No party shall be deemed to be the drafter of this Release or any provision. No presumption shall be deemed to exist in favor for or against any party as a result of the preparation or negotiation of this Release.

VIII. CONFIDENTIALITY:

The terms of this Release and Settlement agreement shall remain confidential upon the execution of the agreement except should there be a FOIA or Public Records Request under State Law, then the terms and conditions of the agreement may be released as required by law. Further, nothing in this agreement shall prevent the parties from disclosure to those parties that may be require to have the information such as any taxing authority and nothing shall prevent the Released Party from recording any servitude agreement in the public records. The Parties recognize that certain public officials will be privy to the terms and conditions of this Release and Settlement Agreement and will make every effort to assure the Plaintiff that the terms and conditions are not released after the execution of this agreement. Nothing in this provision shall create a separate and distinct cause of action for damages.

IX. GOVERNING LAW:

This Release shall be construed and interpreted in accordance with the substantive law of the State of Louisiana, excluding its choice of law rules.

X. ADDITIONAL DOCUMENTS

All parties agree to cooperate fully and execute any and all supplemental documents and to take all additional action that may be necessary or appropriate to give full force and effect to the basic terms and intent of the collective agreements and this Release.

PLAINTIFF:

\_\_\_\_\_ IN HIS CAPACITY AS \_\_\_\_\_ FOR JEFFERSON  
MAGNOLIA, L.L.C.

\_\_\_\_\_  
RANDY SMITH  
MARY NELL BENNETT  
ATTORNEYS FOR JEFFERSON MAGNOLIA, L.L.C.  
EXECUTED AS OF THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

DEFENDANT, ST. CHARLES PARISH

\_\_\_\_\_  
LARRY COCHRAN IN HIS CAPACITY AS PRESIDENT OF ST. CHARLES PARISH

\_\_\_\_\_  
CHARLES M. RAYMOND  
ATTORNEY FOR ST. CHARLES PARISH  
EXECUTED AS OF THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

ACKNOWLEDGEMENT

STATE OF LOUISIANA

PARISH OF \_\_\_\_\_

BEFORE ME, the undersigned and in the presence of the undersigned witnesses and Notary Public, personally came and appeared \_\_\_\_\_ a person of full age and majority and a resident of the Parish of \_\_\_\_\_, State of Louisiana, , who, being by me first duly sworn, did depose and state:

That he has read and fully understand the above and foregoing Full and Final Release and Settlement Agreement, and that he has executed this instrument in multiple counterparts of his own free will and accord, for the purposes herein set forth, and in the presence of the witnesses set forth below.

That he further has been authorized by JEFFERSON MAGNOLIA, L.L.C. through the appropriate company authorizations to execute this agreement and forever bind JEFFERSON MAGNOLIA, L.L.C. to the terms and conditions of this Release.

\_\_\_\_\_ IN HIS CAPACITY AS \_\_\_\_\_ FOR JEFFERSON MAGNOLIA, L.L.C.

WITNESSES:

\_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
NOTARY PUBLIC  
PRINTED NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
COMMISSION NUMBER: \_\_\_\_\_  
COMMISSION EXPIRATION: \_\_\_\_\_

SEAL

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FULL AND FINAL RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement (the "Release") is entered into and executed in triplicate originals on the dates set forth below by the following parties:

PARTIES:

PLAINTIFF: Edward Renton.

DEFENDANT (ALSO REFFERED AS RELEASED PARTY OR PARTIES): St. Charles Parish

i. SUMMARIZED ALLEGATIONS AND FACTS OF MARY VIAL, ET AL., VERSUS ST. CHARLES PARISH, #69251 OF THE 29<sup>TH</sup> JUDICIAL DISTRICT COURT, PARISH OF ST. CHARLES, STATE OF LOUISIANA LITIGATION:

This Release arises the allegations asserted in the Original Petition for Just Compensation (suit) filed by Edward Renton against St. Charles Parish.

On April 20, 2009 Edward Renton filed suit against the Parish of St. Charles in Action # 69251 of the 29 Judicial District Court, Parish of St. Charles, State of Louisiana captioned *Mary Vial, et al versus St. Charles Parish* which involved various alleged claims as pertaining to the below property.

Plaintiff, Edward Renton owns that certain immovable property that was made part of this litigation in St. Charles Parish more fully described as follows:

**THAT CERTAIN PIECE OR PORTION OF GROUND**, together with all the buildings and improvements thereon and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the PARISH OF ST. CHARLES, STATE OF LOUISIANA, in that part known as the JOHN LAMBERT TRACT, designated as A PORTION OF LOTS 5 and 6 (Property of John M. Key), bounded by the Louisiana and Arkansas Railroad R.O.W., D.O.T.D. Parcel 22-26, Lot 7, Lot 4 and the Illinois Central Railroad R.O.W. and is more fully described as follows:

Begin at the intersection of the southerly right of way line of the Louisiana and Arkansas Railroad R.O.W. (A 100 foot R.O.W.) and the common line of Lots 6 and 7 of the John Lambert Tract; thence along the aforesaid common line. S 20 degrees 36 minutes 07 seconds E (title), S 20 degrees 37 minutes 00 seconds (actual), a distance of 2,538.10 feet (title), 2543.87 (actual) to a point on the northerly right of way line of the Illinois Central Railroad R.O.W. (a 100 foot R.O.W.); thence along the aforesaid northerly right of way line, S 49 degrees 11 minutes 49 seconds W a distance of 293.64 feet to a point of the common line of Lots 4 and 5 of the John Lambert Tract; thence along the aforesaid common line, N 21 degrees 05 minutes 47 seconds W (title). N 21 degrees 09 minutes 17 West (actual), a distance of 2,747.11 feet (title), 2754.70 feet (actual), to a point on the southerly right of way line of OOTD Parcel 22-26; thence along the aforesaid southerly right of way line, S 72 degrees 35 minutes 38 seconds E (title) N 72 degrees 35 minutes 26 Seconds W (actual) a distance of 242.76 (title) 247.60 feet (actual) to a point; thence continue along the aforesaid southerly right of way line, N 46 degrees 40 minutes 01 seconds E a distance of 114.15 (title) 117.08 feet (actual) to a point on the southerly right of way line of the Louisiana and Arkansas Railroad R.O.W.. (a 100 foot R.O.W.); thence along the aforesaid southerly right of way line, S 72 degrees 35 minutes 26 seconds E a distance of 3.46 feet (title) 2.93 feet (actual) to the POINT OP BEGINNING.

All in accordance with survey of BFM Professional Land Surveyors, dated May 1, 2007, a copy of which is attached hereto and made part hereof. The above described portion of ground contains 17.1626 (title), 17.357 (actual) acres.

Among the many allegations Plaintiff asserted in his Original Petition for Just Compensation are summarized below.

He alleges that:

"At some point in 2006, Warren Treme was in the process of developing a subdivision (hereafter the "Subdivision") in St. Charles Parish.

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E.R. INITIAL \_\_\_\_\_ DATE \_\_\_\_\_  
SCP INITIAL \_\_\_\_\_ DATE \_\_\_\_\_

The Subdivision was located in a flood plain, and Mr. Treme thus had to secure drainage for the Subdivision before it could be fully developed. Treme thus swapped two (2) lots in the Subdivision for ten (10) acres of land then owned by the St. Charles Parish School Board. As part of the deal struck with the School Board, Mr. Treme required a guarantee by St. Charles Parish (hereinafter the "Parish") that it would provide drainage for the Subdivision.

The Parish did not have ownership of or access to the property necessary to provide this drainage. Required was the property owned by Plaintiffs.

Commencing late 2006, the Parish trespassed onto Plaintiff's property, dug a canal through Plaintiff's property, and built a road accessing the canal through a portion of Plaintiff Mary Vial's land. The canal continues to fill with water and overflow onto Plaintiff's land.

At no time did Plaintiff give the Parish permission to trespass onto his land or to dig a canal on his property; nor did Plaintiff Mary Vial give permission to the Parish to utilize her property to build the road that provides access to the canal.

At no time did the Parish ever commence expropriation proceedings to take Plaintiff's land, nor did the Parish ever tender just compensation or damages. Plaintiff, Edward Renton, owned all rights in and to the property that is now part of this litigation.

The Parish took the property in that it has now placed a canal on the property.

As a result, Plaintiff has been divested of his ability to enjoy all rights in and to his property.

The Parish took the property for a public purpose in that the canal is utilized to provide drainage for the Subdivision. The canal divides, severs and damages Plaintiff's property and diminishes the value the remainder of Plaintiff's property.

Pursuant to the Fifth Amendment to the United States Constitution, Louisiana Constitution Article I, §4 and La. R.S. 13:5111, Plaintiff would have been entitled to just compensation to the full extent of his loss resulting from Defendant's taking of his property, including, but not limited to; (1) damages equivalent to the market value of the property actually taken to build the canal and road; (2) damages to the remainder of Plaintiff's property as a result of the taking; (3) damages caused by Defendant's creation of a flowage easement across Plaintiff's property-both inside and outside the banks of the canal dug by Defendant; (4) costs to cure; and (5) all attorneys' fees, expert fees and costs incurred in connection with this proceeding."

Plaintiff, Edward Renton, filed an **1<sup>st</sup> Supplement, Amended and Superceding (sic) Petition for Just Compensation** against Defendant on June 22, 2009.

In the Petition, he asserted the following summary of allegations and facts:

In the fourth quarter of 2005 and the first quarter of 2006, Warren Treme was in the process of developing a subdivision in St. Charles Parish. The Subdivision was located in a flood plain, with the Subdivision abutting the South and Southwest boundaries of Plaintiff's property, and Mr. Treme thus had to secure drainage for the Subdivision before it could fully be developed. Treme thus swapped two (2) lots in the Subdivision for ten (10) acres of land then owned by the St. Charles Parish School Board. As part of the deal struck with the School Board, Mr. Treme required a guarantee by St. Charles Parish (hereinafter the "Parish") that it would provide drainage for the Subdivision.

The Parish did not have ownership of or access to the property necessary to provide this drainage. Required was the property owned by Plaintiff. Furthermore, the existing drainage system for the Parish would not permit adequate drainage for the subdivision.

At a time unknown to Plaintiff because of the secrecy with which the project occurred, but commencing at some point in the fourth quarter of 2006, the Parish entered onto Plaintiff's property without permission, dug a canal through Plaintiff's property, and built a road accessing the canal through a portion of Plaintiff's land. The canal continues to fill with water and overflow onto Plaintiff's land.

A Kansas City Railway Line (hereafter "KC Line") runs through the subject property. Running perpendicular to the line is Beltway Drive, which also bisects the subject property. Commencing approximately fifty (50) yards from the intersection between Beltway and the KC Line, and running in a westerly direction from that point, is the primary canal dug by St. Charles Parish (hereafter the "East-West Canal"). The East-West Canal traverses all of the subject property, running parallel with the KC Line. The East-West Canal widens to a breadth of no less than thirty (30) feet at its widest point, with the spoil bank further encroaching on Plaintiff's property.

As a result of the dredging and other operations necessary to dig this canal, the Parish recklessly deposited substantial dredging debris, trees, vegetation and other spoil along the banks of the primary canal. Not only does the spoil itself cause significant contamination and harm to Plaintiffs' property, but it further has eroded the banks of the canal and caused its breach in areas, resulting in further flooding of Plaintiff's property. On the Lambert property, the second canal cut-in using a North-South direction (hereafter the "North-South Canal"), caused an oxbow effect and extended the spoil bank along the North-South Canal. This spoil bank includes debris, tress, vegetation and other spoil along the banks.

In constructing and maintaining these two (2) canals, the Parish constructed an access road parallel to the North-South. The Parish cut a road parallel to the North-South Canal and destroyed trees and vegetation in connection with that work. This road and other access areas on Plaintiffs' property have created public access routes which subject Plaintiffs to trespassing by the general public. The Parish's construction of this road littered the property with debris and substantially damaged both the area utilized for the road and the adjacent property.

The Parish additionally engaged in additional unauthorized construction activities, including, but not limited to: (1) an additional V-shaped drainage structure (hereafter the "V Drainage Structure") on the property North of the adjacent subdivisions abutting the property; (2) an additional drainage ditch and jack-and-bore culvert allowing water to pass underneath the KC Line; (3) a vehicular route through the Vial property that adjoins the N-S Canal; and (4) an offshoot canal running parallel to the KC Line. Over and above the damage done directly to his property as a result of the creation of these canals, ditches, roads and paths, Plaintiff has further suffered damage as a result of the Parish's use of his property as the primary drainage for the adjacent developments.

He has experienced substantial flooding due to the fact the development plan approved by the Parish permitted that property to drain directly onto his property. The fill from the adjacent development further encroaches his property.

As the canal waters move north, the waters intersect with the railroad track running East-West across the subject property. Due to the elevation of the railroad track, the water leaches backwards and floods the property, thus creating a "puddling" effect. Lots abutting the his property are allowed to drain onto his property because the Parish failed to require adequate safeguards—such as a drainage receptacle or retaining wall—along the boundary of the subdivisions.

Plaintiff never authorized or gave permission to the Parish to enter upon or engage in any type of construction activities upon his property.

The Parish neither commenced expropriation proceedings nor tendered just compensation or damages.

Plaintiff owned all rights in and to the property that is now covered by the canals, ditches, paths and roads.

The Parish took the property in that it has now placed canals, ditches, paths, roads and drainage ponds on the property. As a result, Plaintiff has been divested of his ability to enjoy all rights in and to said property, because said property is now fully overrun with water and/or has been cleared for paths and roads such that the property is no longer fit for the purposes to which Plaintiff had previously put the property to use.

The Parish took the property for a public purpose in that they purportedly constructed the canals, ditches, paths, roads and drainage ponds so as to provide drainage to the adjacent property, albeit in a manner that has by-passed the existing drainage plan of the Parish and caused extensive flooding and puddling on Plaintiff's property. The property rose to the level of a taking in that it permanently deprived Plaintiff of his rights to free and unfettered enjoyment of his property by converting the property to uses Plaintiff never contemplated and depriving Plaintiff of the ability to put the property to its highest and best use.

The canals, ditches, paths and roads divide, sever and damage Plaintiff's property and diminish the value of the remainder of Plaintiff's property. The property suffered diminished value where the canal rests because the overrun of the water makes the property unmarketable nor could the property be put to its highest and best use. He claims that the Parish further diminished the value of the surrounding property in that they subjected it to overflow, erosion, spoliation and puddling of water that prevent the utilization of the property for its highest and best use. The Parish has essentially rendered the property economically useless.

Pursuant to the Fifth Amendment to the United States Constitution, Louisiana Constitution Article I, §4 and La. R.S. 13:5111, Plaintiff is entitled to just compensation to the full extent of his loss resulting from Defendant's taking of his property, including, but not limited to: (1) damages equivalent to the market value of the property actually taken to build the canals,



ditches, paths, roads and drainage ponds; (2) damages to the remainder of Plaintiff's property as a result of the taking; (3) damages caused by Defendant's creation of a flowage easement across Plaintiff's property-both inside and outside the banks of the canals dug by Defendant; (4) costs to cure; and (5) all attorneys' fees, expert fees and costs incurred in connection with this proceeding.

ii. CONSIDERATION:

In consideration of this Settlement and Release, the Defendant hereby pays Ninety Thousand Dollars and 00/100 cents (\$90,000.00) to Edward Renton and he hereby acknowledges receipt of this payment.

iii. GENERAL RELEASE AND DISCHARGE

In consideration of the payments stipulated herein, Plaintiff, his heirs, agents or assigns completely release, acquit and forever discharge the Defendant, St. Charles Parish, its predecessors, successors, parents, affiliates, subsidiaries, divisions, agents, assigns and anyone else acting or purporting to act on its behalf, as well as any and all others for whose acts or omissions any of the said parties might be responsible (collectively referred to as the "Released Parties") from any and all rights, claims, demands, damages, liabilities, responsibilities or actions of any kind or nature whatsoever which Plaintiff now has, or may have in the future, in whole or in part arising out of, related to, resulting from, or contributed to by Plaintiff's allegations, whether asserted or not asserted. As part of this Release, Plaintiff hereby authorizes and directs his attorney to dismiss his lawsuit in the District Court with full prejudice against Defendant or the Released Parties forever barring any action in the future involving the claims as asserted and summarized above.

This Release shall be a full, binding final and complete settlement and release of all existing claims and of all claims which may arise in the future between the parties regarding Plaintiff's claims involving his property. This Release shall serve as the only evidence necessary to prove complete compromise of all claims regarding the claims stated above involving the above property, and to support and prove any obligation thereunder, and may be offered in evidence and pled in support thereof without objection.

Plaintiff further agrees that he does hereby release the Defendant from his claims as summarized above forever and more specifically found in Action # 69251, of the 29<sup>th</sup> Judicial District Court, Parish of St. Charles, State of Louisiana captioned *Mary Vial, et al versus St. Charles Parish*.

Plaintiff hereby agree that this Release is a general release, and that he assumes the risk of any and all claims for damage, loss or injury that exist as of this date, whether through ignorance, oversight, error, negligence, or otherwise, and that if known would materially affect Plaintiff's decision to enter this Release and Settlement Agreement. It is, nonetheless, Plaintiff's intention and agreement that any claims he may have against the Released Parties for any such injury, are the subject of this Release and are hereby completely released, acquitted and forever discharged.

Plaintiff further agrees to accept payment of the sum specified in Section ii of this Release in complete compromise of any rights, claims, demands or actions of any kind or nature whatsoever that may arise in the future including, but not limited to claims that he may have at any time in the future that in any way arise out of his ownership of his Property and the claims asserted in Section A above. Plaintiff intends and desires that this Release be as broad and comprehensive as possible so that the Released Parties are never to be liable, directly or indirectly, to Plaintiff or his successors, or assigns or any person or entity claiming by, through, under or on behalf of them for any claims, demands, actions or causes of action of whatsoever nature or character regarding Plaintiff's claims against Defendant involving his property as summarized in the allegations above and more fully found in Action #69251 of the 29 Judicial District Court, Parish of St. Charles, State of Louisiana captioned *Mary Vial et al versus St. Charles Parish*. It is understood and agreed by and among the parties that this settlement is a compromise of disputed claims and disputed issues of law and fact, and the payments made in connection herewith are not to be construed as an admission of liability or fault on the part of the Released Parties, all of whom expressly deny any liability in connection therewith.

iv. ATTORNEY'S FEES

Plaintiff shall bear all attorneys' fees arising from the action of his own counsel in connection with the Lawsuit, this Release, and the matters and documents referred to therein.

v. WARRANTY OF CAPACITY TO EXECUTE AGREEMENT

Plaintiff warrants that no other person or entities have any interest in the claims referred to in this Release, and that he has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or actions referred to in this Release.

vi. ENTIRE AGREEMENT AND SUCCESSORS IN INTEREST

This Release contains the entire agreement between Plaintiff and the Released Parties with regard to the matter set forth herein, and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each. Plaintiff hereby agrees that this Release shall be construed in the broadest possible sense of favor of the Released Parties.

It is also the intention of the parties entering into this Release that the various provisions of this Release be considered as separate and distinct. Further, if any portion or portions of this Release are deemed invalid or ineffective, the otherwise valid portion or portions of the Release shall remain valid and in full effect and, further, that any invalid portion or portions of the Release be severed without invalidation of the Release as a whole.

vii. REPRESENTATION OF UNDERSTANDING OF RELEASE:

In entering into this Release, Plaintiff represents that the terms of this Release have been completely explained to him by his attorney, and that those terms are fully understood and accepted by him.

This Release is the product of arm's length negotiations between parties represented by counsel. No party shall be deemed to be the drafter of this Release or any provision. No presumption shall be deemed to exist in favor for or against any party as a result of the preparation or negotiation of this Release.

viii. CONFIDENTIALITY:

The terms of this Release and Settlement agreement shall remain confidential upon the execution of the agreement except should there be a FOIA or Public Records Request under State Law, then the terms and conditions of the agreement may be released as required by law. Further, nothing in this agreement shall prevent the parties from disclosure to those parties that may be require to have the information such as any taxing authority and nothing shall prevent the Released Party from recording any servitude agreement in the public records. The Parties recognize that certain public officials will be privy to the terms and conditions of this Release and Settlement Agreement and will make every effort to assure the Plaintiff that the terms and conditions are not released after the execution of this agreement. Nothing in this provision shall create a separate and distinct cause of action for damages.

ix. GOVERNING LAW:

This Release shall be construed and interpreted in accordance with the substantive law of the State of Louisiana, excluding its choice of law rules.

x. ADDITIONAL DOCUMENTS

All parties agree to cooperate fully and execute any and all supplemental documents and to take all additional action that may be necessary or appropriate to give full force and effect to the basic terms and intent of the collective agreements and this Release.

PLAINTIFF:

---

EDWARD RENTON

\_\_\_\_\_  
RANDY SMITH  
MARY NELL BENNETT  
ATTORNEYS FOR EDWARD RENTON

EXECUTED AS OF THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

DEFENDANT, ST. CHARLES PARISH

\_\_\_\_\_  
LARRY COCHRAN IN HIS CAPACITY AS PRESIDENT OF ST. CHARLES PARISH

\_\_\_\_\_  
CHARLES M. RAYMOND  
ATTORNEY FOR ST. CHARLES PARISH

EXECUTED AS OF THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

ACKNOWLEDGEMENT

STATE OF LOUISIANA  
PARISH OF \_\_\_\_\_

BEFORE ME, the undersigned and in the presence of the undersigned witnesses and Notary Public, personally came and appeared EDWARD RENTON, a person of full age and majority and a resident of the Parish of ST. CHARLES, State of Louisiana, , who, being by me first duly sworn, did depose and state:

That he has read and fully understand the above and foregoing Full and Final Release and Settlement Agreement, and that he has executed this instrument in multiple counterparts of his own free will and accord, for the purposes herein set forth, and in the presence of the witnesses set forth below.

\_\_\_\_\_  
EDWARD RENTON  
WITNESSES:

\_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me,  
this \_\_\_\_\_ day of \_\_\_\_\_,  
2016.

\_\_\_\_\_  
NOTARY PUBLIC  
PRINTED NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
COMMISSION NUMBER: \_\_\_\_\_  
COMMISSION EXPIRATION: \_\_\_\_\_

SEAL

FULL AND FINAL RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement (the "Release") is entered into and executed in triplicate originals on the dates set forth below by the following parties:

PARTIES:

PLAINTIFF: John T. Lambert, Jr.

DEFENDANT (ALSO REFERRED AS RELEASED PARTY OR PARTIES): St. Charles Parish

A. SUMMARIZED ALLEGATIONS AND FACTS OF MARY VIAL, ET AL., VERSUS ST. CHARLES PARISH, #69251 OF THE 29<sup>TH</sup> JUDICIAL DISTRICT COURT, PARISH OF ST. CHARLES, STATE OF LOUISIANA LITIGATION:

This Release arises the allegations asserted in the Original Petition for Just Compensation (suit) filed by John T. Lambert, Jr. against St. Charles Parish.

On April 20, 2009 John T. Lambert filed suit against the Parish of St. Charles in Action # 69251 of the 29 Judicial District Court, Parish of St. Charles, State of Louisiana captioned *Mary Vial, et al versus St. Charles Parish* which involved various alleged claims as pertaining to the below property.

Plaintiff, John T. Lambert, Jr., owns 2/3 interest of that certain immovable property that was made part of this litigation in St. Charles Parish more fully described as follows:

A certain tract or parcel of land, situated in the Parish of St. Charles, State of Louisiana on the east bank of the Mississippi River, at about 21 miles above the City of New Orleans, measuring one hundred and twenty-one (121 ') feet, more or less, front on the said river by eighty (80) arpents in depth, opening in the rear; bounded above by Tract No. Three hereinafter described, together with all rights, ways, servitudes, privileges and advantages thereunto belonging; including all buildings hereon.

As per plan of W. A. Blalock, Civil Engineer, dated April 23, 1924, and as more fully surveyed and shown by blue print of plan made by Henry E. Landry, Civil Engineer, under date of August 22, 1946, both of said plans being hereto annexed and made part hereof, and shown thereon as Tract No. Four of Nine Tracts comprising the property formerly known as the "John Lambert Tract", located in Section 41, 43, and 47, Township 12 South, Range 9 East, east of the Mississippi River, in St. Charles Parish, Louisiana. Acquired by William A. Lambert per Act of Partition dated December 22, 1951 and recorded in COB XXX, Folios 126 et seq.

John T. Lambert, Jr. is further the owner of an undivided 1/4 interest in the following property:

A certain tract of land, together with all the buildings and improvements thereon and all the rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, on the left bank of the Mississippi River, about twenty-five miles above the City of New Orleans, measuring two and one-half (2 1/2) arpents front on the Mississippi River, by a depth of sixty (60) arpents between parallel lines, together with alluvion and batture and all riparian rights attached to the ownership of said property, bounded above by the property now or formerly belonging to Vincent Barbara, below by the property now or formerly belonging to Mrs. F. O. Weaver and on the rear by the property formerly belonging to A. Lasseigne, and sold by him to John Dresser, together with all the buildings thereon; less that part of the property heretofore sold to Vincent Barbara and Henry Barbara by Olide Cambre, by act before Henry J. Forcele, Jr., Notary Public for the Parish of Orleans, on June 18, 1917, registered in Conveyance Office Book T, Folio 163, Parish of St. Charles, which said part is to be taken off of the above described property and which said property so sold by Olide Cambre, the vendor now declares consists of One (1) arpent front taken from the upper side by sixty (60) arpents in depth between parallel lines, excepting an off-set of ground to include oak trees which was not sold.

And which said portion of land is more fully depicted by a survey thereof made by Frank T. Payne, Civil Engineer and Surveyor, dated Gretna, Louisiana, April 25, 1924, a blue print copy of which is hereto annexed, and by which the said tract or portion of land is more fully described as:

a Certain piece or portion of land fronting on the Mississippi River and including all alluvial batture, with a front measurement on the public road on an angle of three hundred and sixteen and four tenths feet, from the point "H" to the point "I"; thence it has a first depth from the point "I" north twenty-four degrees, fifty-six minutes west five hundred and minutes east, sixty-six and 91/100 feet to the point "B"; thence it has a fourth depth on a line north thirty feet to the point "A"; thence it widens to a second depth on a line north thirty-two degrees forty-four minutes west, four hundred and fifty-seven and four tenths feet to the point "C"; thence it narrows to a third depth on a line north forty-three degrees, thirty-three twenty-four degrees, fifty-six minutes west, four thousand five hundred and nine feet to the point "D"; thence it has a fifth depth on line north twenty-five degrees twelve minutes west, five thousand nine hundred and seventy-one feet to a point "E"; where it joins the sixty arpent line; thence has its rear line on a north forty-one degrees, thirty minutes east, three hundred and fourteen and three-tenths feet to the point "F"; thence back along its lower side on a line south twenty-five degrees, twelve minutes west, sixty-one hundred feet on the point "G"; thence on a line south twenty-four degrees, fifty-six minutes west, five thousand three hundred and eighty-eight feet to the point "H", the point of beginning.

And which said tract of land as depicted contains seventy-four and seventy-one hundredths (74.71) acres.

According to the map of Frank H. Waddill, C.E., dated February 17, 1904, said tract of land lies in part in Township 13 S., R. 9 E., and in part in Township 12, S. R. 9 E.

Among the many allegations Plaintiff asserted in his Original Petition for Just Compensation are summarized below.

He alleges that:

"At some point in 2006, Warren Treme was in the process of developing a subdivision (hereafter the "Subdivision") in St. Charles Parish.

The Subdivision was located in a flood plain, and Mr. Treme thus had to secure drainage for the Subdivision before it could be fully developed. Treme thus swapped two (2) lots in the Subdivision for ten (10) acres of land then owned by the St. Charles Parish School Board. As part of the deal struck with the School Board, Mr. Treme required a guarantee by St. Charles Parish (hereinafter the "Parish") that it would provide drainage for the Subdivision.

The Parish did not have ownership of or access to the property necessary to provide this drainage. Required was the property owned by Plaintiffs.

Commencing late 2006, the Parish trespassed onto Plaintiff's property, dug a canal through Plaintiff's property, and built a road accessing the canal through a portion of Plaintiff Mary Vial's land. The canal continues to fill with water and overflow onto Plaintiff's land.

At no time did Plaintiff give the Parish permission to trespass onto his land or to dig a canal on his property; nor did Plaintiff Mary Vial give permission to the Parish to utilize her property to build the road that provides access to the canal.

At no time did the Parish ever commence expropriation proceedings to take Plaintiff's land, nor did the Parish ever tender just compensation or damages. Plaintiff, John T. Lambert, owned all rights in and to the property that is now part of this litigation.

The Parish took the property in that it has now placed a canal on the property.

As a result, Plaintiff has been divested of his ability to enjoy all rights in and to his property.

The Parish took the property for a public purpose in that the canal is utilized to provide drainage for the Subdivision. The canal divides, severs and damages Plaintiff's property and diminishes the value the remainder of Plaintiff's property.

Pursuant to the Fifth Amendment to the United States Constitution, Louisiana Constitution Article I, §4 and La. R.S. 13:5111, Plaintiff would have been entitled to just compensation to the full extent of his loss resulting from Defendants' taking of his property, including, but not limited to; (1) damages equivalent to the market value of the property actually taken to build the canal and road; (2) damages to the remainder of Plaintiff's property as a result

of the taking; (3) damages caused by Defendant's creation of a flowage easement across Plaintiff's property-both inside and outside the banks of the canal dug by Defendant; (4) costs to cure; and (5) all attorneys' fees, expert fees and costs incurred in connection with this proceeding."

Plaintiff, John T. Lambert, filed an **1<sup>st</sup> Supplement, Amended and Superceding (sic) Petition for Just Compensation** against Defendant on June 22, 2009.

In the Petition, he asserted the following summary of allegations and facts: In the fourth quarter of 2005 and the first quarter of 2006, Warren Treme was in the process of developing a subdivision in St. Charles Parish. The Subdivision was located in a flood plain, with the Subdivision abutting the South and Southwest boundaries of Plaintiff's property, and Mr. Treme thus had to secure drainage for the Subdivision before it could fully be developed. Treme thus swapped two (2) lots in the Subdivision for ten (10) acres of land then owned by the St. Charles Parish School Board. As part of the deal struck with the School Board, Mr. Treme required a guarantee by St. Charles Parish (hereinafter the "Parish") that it would provide drainage for the Subdivision.

The Parish did not have ownership of or access to the property necessary to provide this drainage. Required was the property owned by Plaintiff. Furthermore, the existing drainage system for the Parish would not permit adequate drainage for the subdivision.

At a time unknown to Plaintiff because of the secrecy with which the project occurred, but commencing at some point in the fourth quarter of 2006, the Parish entered onto Plaintiff's property without permission, dug a canal through Plaintiff's property, and built a road accessing the canal through a portion of Plaintiff's land. The canal continues to fill with water and overflow onto Plaintiff's land.

A Kansas City Railway Line (hereafter "KC Line") runs through the subject property. Running perpendicular to the line is Beltway Drive, which also bisects the subject property. Commencing approximately fifty (50) yards from the intersection between Beltway and the KC Line, and running in a westerly direction from that point, is the primary canal dug by St. Charles Parish (hereafter the "East-West Canal"). The East-West Canal traverses all of the subject property, running parallel with the KC Line. The East-West Canal widens to a breadth of no less than thirty (30) feet at its widest point, with the spoil bank further encroaching on Plaintiff's property.

As a result of the dredging and other operations necessary to dig this canal, the Parish recklessly deposited substantial dredging debris, trees, vegetation and other spoil along the banks of the primary canal. Not only does the spoil itself cause significant contamination and harm to Plaintiffs' property, but it further has eroded the banks of the canal and caused its breach in areas, resulting in further flooding of Plaintiff's property.

On the Lambert property, the second canal cut-in using a North-South direction (hereafter the "North-South Canal"), caused an oxbow effect and extended the spoil bank along the North-South Canal. This spoil bank includes debris, tress, vegetation and other spoil along the banks.

In constructing and maintaining these two (2) canals, the Parish constructed an access road parallel to the North-South. The Parish cut a road parallel to the North-South Canal and destroyed trees and vegetation in connection with that work. This road and other access areas on Plaintiffs' property have created public access routes which subject Plaintiffs to trespassing by the general public. The Parish's construction of this road littered the property with debris and substantially damaged both the area utilized for the road and the adjacent property.

The Parish additionally engaged in additional unauthorized construction activities, including, but not limited to: (1) an additional V-shaped drainage structure (hereafter the "V Drainage Structure") on the property North of the adjacent subdivisions abutting the property; (2) an additional drainage ditch and jack-and-bore culvert allowing water to pass underneath the KC Line; (3) a vehicular route through the Vial property that adjoins the N-S Canal; and (4) an offshoot canal running parallel to the KC Line.

Over and above the damage done directly to his property as a result of the creation of these canals, ditches, roads and paths, Plaintiff has further suffered damage as a result of the Parish's use of his property as the primary drainage for the adjacent developments.

He has experienced substantial flooding due to the fact the development plan approved by the Parish permitted that property to drain directly onto his property. The fill from the adjacent development further encroaches his property.

As the canal waters move north, the waters intersect with the railroad track running East-West across the subject property. Due to the elevation of the railroad track, the water leaches backwards and floods the property, thus creating a "puddling" effect. Lots abutting the his property are allowed to drain onto his property because the Parish failed to require adequate safeguards-such as a drainage receptacle or retaining wall-along the boundary of the subdivisions.

Plaintiff never authorized or gave permission to the Parish to enter upon or engage in any type of construction activities upon his property.

The Parish neither commenced expropriation proceedings nor tendered just compensation or damages. Plaintiff owned all rights in and to the property that is now covered by the canals, ditches, paths and roads.

The Parish took the property in that it has now placed canals, ditches, paths, roads and drainage ponds on the property. As a result, Plaintiff has been divested of his ability to enjoy all rights in and to said property, because said property is now fully overrun with water and/or has been cleared for paths and roads such that the property is no longer fit for the purposes to which Plaintiff had previously put the property to use.

The Parish took the property for a public purpose in that they purportedly constructed the canals, ditches, paths, roads and drainage ponds so as to provide drainage to the adjacent property, albeit in a manner that has by-passed the existing drainage plan of the Parish and caused extensive flooding and puddling on Plaintiff's property. The property rose to the level of a taking in that it permanently deprived Plaintiff of his rights to free and unfettered enjoyment of his property by converting the property to uses Plaintiff never contemplated and depriving Plaintiff of the ability to put the property to its highest and best use. The canals, ditches, paths and roads divide, sever and damage Plaintiff's property and diminish the value of the remainder of Plaintiff's property. The property suffered diminished value where the canal rests because the overrun of the water makes the property unmarketable nor could the property be put to its highest and best use. He claims that the Parish further diminished the value of the surrounding property in that they subjected it to overflow, erosion, spoliation and puddling of water that prevent the utilization of the property for its highest and best use. The Parish has essentially rendered the property economically useless.

Pursuant to the Fifth Amendment to the United States Constitution, Louisiana Constitution Article I, §4 and La. R.S. 13:5111, Plaintiff is entitled to just compensation to expert fees and costs incurred in connection with this proceeding, the full extent of his loss resulting from Defendant's taking of his property, including, but not limited to: (1) damages equivalent to the market value of the property actually taken to build the canals, ditches, paths, roads and drainage ponds; (2) damages to the remainder of Plaintiff's property as a result of the taking; (3) damages caused by Defendant's creation of a flowage easement across Plaintiff's property-both inside and outside the banks of the canals dug by Defendant; (4) costs to cure; and (5) all attorneys' fees,

**B. CONSIDERATION:**

In consideration of this Settlement and Release, the Defendant hereby pays Ten Thousand Dollars and 00/100 cents (\$10,000.00) to John T. Lambert, Jr., and he hereby acknowledges receipt of this payment.

**C. GENERAL RELEASE AND DISCHARGE**

In consideration of the payments stipulated herein, Plaintiff, his heirs, agents or assigns completely release, acquit and forever discharge the Defendant, St. Charles Parish, its predecessors, successors, parents, affiliates, subsidiaries, divisions, agents, assigns and anyone else acting or purporting to act on its behalf, as well as any and all others for whose acts or omissions any of the said parties might be responsible (collectively referred to as the "Released Parties") from any and all rights, claims, demands, damages, liabilities, responsibilities or actions of any kind or nature whatsoever which Plaintiff now has, or may have in the future, in whole or in part arising out of, related to, resulting from, or contributed to by Plaintiff's allegations, whether asserted or not asserted. As part of this Release, Plaintiff hereby authorizes and directs his attorney to dismiss his lawsuit in the District Court with full prejudice against Defendant or the Released Parties forever barring any action in the future involving the claims as asserted and summarized above.

This Release shall be a full, binding final and complete settlement and release of all existing claims and of all claims which may arise in the future between the parties regarding Plaintiff's claims involving his property. This Release shall serve as the only evidence necessary to prove complete compromise of all claims regarding the claims stated above involving the above property, and to support and prove any obligation thereunder, and may be offered in evidence and pled in support thereof without objection.

Plaintiff further agrees that he does hereby release the Defendant from his claims as summarized above forever and more specifically found in Action # 69251, of the 29<sup>th</sup> Judicial District Court, Parish of St. Charles, State of Louisiana captioned Mary Vial, et al versus St. Charles Parish.

Plaintiff hereby agree that this Release is a general release, and that he assumes the risk of any and all claims for damage, loss or injury that exist as of this date, whether through ignorance, oversight, error, negligence, or otherwise, and that if known would materially affect Plaintiff's decision to enter this Release and Settlement Agreement. It is, nonetheless, Plaintiff's intention and agreement that any claims he may have against the Released Parties for any such injury, are the subject of this Release and are hereby completely released, acquitted and forever discharged.

Plaintiff further agrees to accept payment of the sum specified in Section B of this Release in complete compromise of any rights, claims, demands or actions of any kind or nature whatsoever that may arise in the future including, but not limited to claims that he may have at any time in the future that in any way arise out of his ownership of his Property and the claims asserted in Section A above more particularly found in *Mary Vial, et al. versus St. Charles Parish, #69251* of the 29<sup>th</sup> Judicial District Court, Parish of St. Charles, State of Louisiana. Plaintiff intends and desires that this Release be as broad and comprehensive as possible so that the Released Parties are never to be liable, directly or indirectly, to Plaintiff or his successors, or assigns or any person or entity claiming by, through, under or on behalf of them for any claims, demands, actions or causes of action of whatsoever nature or character regarding Plaintiff's claims against Defendant involving his property as summarized in the allegations above and more fully found in Action #69251 of the 29 Judicial District Court, Parish of St. Charles, State of Louisiana captioned *Mary Vial et al versus St. Charles Parish*. It is understood and agreed by and among the parties that this settlement is a compromise of disputed claims and disputed issues of law and fact, and the payments made in connection herewith are not to be construed as an admission of liability or fault on the part of the Released Parties, all of whom expressly deny any liability in connection therewith.

D. ATTORNEY'S FEES

Plaintiff shall bear all attorneys' fees arising from the action of his own counsel in connection with the Lawsuit, this Release, and the matters and documents referred to therein.

E. WARRANTY OF CAPACITY TO EXECUTE AGREEMENT

Plaintiff warrants that no other person or entities have any interest in the claims referred to in this Release, and that he has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or actions referred to in this Release.

F. ENTIRE AGREEMENT AND SUCCESSORS IN INTEREST

This Release contains the entire agreement between Plaintiff and the Released Parties with regard to the matter set forth herein, and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each. Plaintiff hereby agrees that this Release shall be construed in the broadest possible sense of favor of the Released Parties.

It is also the intention of the parties entering into this Release that the various provisions of this Release be considered as separate and distinct. Further, if any portion or portions of this Release are deemed invalid or ineffective, the otherwise valid portion or portions of the Release shall remain valid and in full effect and, further, that any invalid portion or portions of the Release be severed without invalidation of the Release as a whole.

G. REPRESENTATION OF UNDERSTANDING OF RELEASE:



In entering into this Release, Plaintiff represents that the terms of this Release have been completely explained to him by his attorney, and that those terms are fully understood and accepted by him.

This Release is the product of arm's length negotiations between parties represented by counsel. No party shall be deemed to be the drafter of this Release or any provision. No presumption shall be deemed to exist in favor for or against any party as a result of the preparation or negotiation of this Release.

H. CONFIDENTIALITY:

The terms of this Release and Settlement agreement shall remain confidential upon the execution of the agreement except should there be a FOIA or Public Records Request under State Law, then the terms and conditions of the agreement may be released as required by law. Further, nothing in this agreement shall prevent the parties from disclosure to those parties that may be require to have the information such as any taxing authority and nothing shall prevent the Released Party from recording any servitude agreement in the public records. The Parties recognize that certain public officials will be privy to the terms and conditions of this Release and Settlement Agreement and will make every effort to assure the Plaintiff that the terms and conditions are not released after the execution of this agreement. Nothing in this provision shall create a separate and distinct cause of action for damages.

I. GOVERNING LAW:

This Release shall be construed and interpreted in accordance with the substantive law of the State of Louisiana, excluding its choice of law rules.

J. ADDITIONAL DOCUMENTS

All parties agree to cooperate fully and execute any and all supplemental documents and to take all additional action that may be necessary or appropriate to give full force and effect to the basic terms and intent of the collective agreements and this Release.

PLAINTIFF:

\_\_\_\_\_  
JOHN T. LAMBERT, JR.

\_\_\_\_\_  
RANDY SMITH  
MARY NELL BENNETT  
ATTORNEYS FOR JOHN T. LAMBERT

EXECUTED AS OF THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

DEFENDANT, ST. CHARLES PARISH

\_\_\_\_\_  
LARRY COCHRAN IN HIS CAPACITY AS PRESIDENT OF ST. CHARLES PARISH

\_\_\_\_\_  
CHARLES M. RAYMOND  
ATTORNEY FOR ST. CHARLES PARISH

EXECUTED AS OF THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

**ACKNOWLEDGEMENT**

STATE OF LOUISIANA  
PARISH OF \_\_\_\_\_

BEFORE ME, the undersigned and in the presence of the undersigned witnesses and Notary Public, personally came and appeared JOHN T. LAMBERT, JR., a person of full age and majority and a resident of the Parish of ST. CHARLES, State of Louisiana, , who, being by me first duly sworn, did depose and state:

That he has read and fully understand the above and foregoing Full and Final Release and Settlement Agreement, and that he has executed this instrument in multiple counterparts of his own free will and accord, for the purposes herein set forth, and in the presence of the witnesses set forth below.

\_\_\_\_\_  
JOHN T. LAMBERT, JR.

WITNESSES:

\_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

\_\_\_\_\_  
PRINT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me,  
this \_\_\_\_\_ day of \_\_\_\_\_,  
2016.

\_\_\_\_\_  
NOTARY PUBLIC  
PRINTED NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
COMMISSION NUMBER: \_\_\_\_\_  
COMMISSION EXPIRATION: \_\_\_\_\_

SEAL

**2014-0374**

**INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN-AT-LARGE, DIVISION B**

A resolution requesting that the St. Charles Parish President direct the Public Works Department to remove all of the azalea bushes from within the Parish's Wisner Street Right-of-way, located near 171 Wisner Street in Paradis, which are obstructing vehicular line of sight causing a hazardous condition.

**WHEREAS,** Wisner Street is located within a Parish dedicated servitude; and,  
**WHEREAS,** St. Charles Parish has complete authority over the dedicated servitude; and,  
**WHEREAS,** a resident living on Cadow Street owns the property directly to its rear whereby his rear yard has frontage on Wisner Street; and,  
**WHEREAS,** the resident had erected a 6 foot tall fence within the front yard setback to the lot abutting Wisner Street; and,  
**WHEREAS,** the resident was directed by the parish that the 6 foot tall fence had to be no taller than 4 feet; and,  
**WHEREAS,** the resident reluctantly cut the 6 foot tall fence down so that it is now 4 foot tall; and,  
**WHEREAS,** resident decided that if he could not have a 6 foot tall fence, that he would plant azalea bushes in the Parish's right-of-way, so that over time, he would end up having the bushes serving the purpose of the 6 foot tall fence he could not have; and,  
**WHEREAS,** over time, the bushes grew such that they pose a safety hazard to the traveling public; and,  
**WHEREAS,** after numerous requests for the Parish to address the issue, the parish finally cut the bushes to 4 feet tall and advised the resident that he must maintain the bushes at a height no taller than 4 feet; and,  
**WHEREAS,** the resident failed to have the bushes maintained and the parish ended up trimming them at least twice since then; and,  
**WHEREAS,** the bushes are now well over 4 feet tall again and are posing a problem once again; and,  
**WHEREAS,** the ultimate solution is the total and complete removal of the bushes and its roots from the Parish's right-of-way; and,  
**WHEREAS,** it is the request of the Parish Council that the Public Works Department be directed by the Parish Administration to remove completely from within the Parish's Wisner Street Right-of-way the azalea bushes described above including all of its roots.

**NOW, THEREFORE, BE IT RESOLVED, THAT WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL,** do hereby request that the St. Charles Parish President direct the Public Works Department to remove all of the azalea bushes from within the Parish's Wisner Street Right-of-way, located near 171 Wisner Street in Paradis, which are obstructing vehicular line of sight causing a hazardous condition.

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

**YEAS:** HOGAN

**NAYS:** BENEDETTO, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER

**ABSENT:** NONE

**PROPOSED RESOLUTION FAILED FOR LACK OF A FAVORABLE MAJORITY ON NOVEMBER 14, 2016.**

2014-0374 Failed (11-14-16) REMOVE AZALEAS FROM WISNER ROW (09-30-16) (L\_10-17-16)

2016-0377

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT  
(DEPARTMENT OF PLANNING & ZONING)

RESOLUTION NO. 6247

A resolution providing supporting authorization to endorse the resubdivision of Lot 77A-1 being a portion of Lots 73, 75, 77 & 79 of the Sunset Drainage District located in the Ranson Tract of the Coteau de France 190, 194, 196, 202, 220 JB Green Rd and 16571 Old Spanish Trail into lots herein designated as Lots 77-A1-1, 77-A1-2, 77-A1-3, 77-A1-4 and Lot 77-A1-5 with a waiver to the geometric standards of the Subdivision Ordinance for perpendicular side lot lines for Lots 77-A1-2, 77-A1-3, 77-A1-4 and Lot 77-A1-5, as requested by Lloyd J Frickey.

**WHEREAS**, the St. Charles Parish Subdivision Ordinance of 1981 (as amended) requires a supporting resolution of the Parish Council to waive the geometric standards for perpendicular side lot lines; and,

**WHEREAS**, the applicant requested a waiver of the requirement to the required perpendicular side lot lines for Lots 77-A1-2, 77-A1-3, 77-A1-4 and Lot 77-A1-5; and,

**WHEREAS**, the Planning and Zoning Commission at their October 13, 2016 meeting recommended approval of the resubdivision with said waiver.

**NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL**, does hereby provide this supporting authorization to endorse the resubdivision of Lot 77A-1 being a portion of Lots 73, 75, 77 & 79 of the Sunset Drainage District located in the Ranson Tract of the Coteau de France 190, 194, 196, 202, 220 JB Green Rd and 16571 Old Spanish Trail into lots herein designated as Lots 77-A1-1, 77-A1-2, 77-A1-3, 77-A1-4 and Lot 77-A1-5 with a waiver to the geometric standards of the Subdivision Ordinance for perpendicular side lot lines for Lots 77-A1-2, 77-A1-3, 77-A1-4 and Lot 77-A1-5, as requested by Lloyd J Frickey.

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

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

NAYS: NONE

ABSENT: NONE

And the resolution was declared adopted this 14th day of November, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Nicky Benedetto*

SECRETARY: *[Signature]*

DLVD/PARISH PRESIDENT: *11/13/16*

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: *11/17/16*

AT: *MSO* RECD BY: *[Signature]*

2016-0382

**INTRODUCED BY: TERRELL D. WILSON, COUNCILMAN, DISTRICT I**  
**RESOLUTION NO. 6248**

A resolution requesting that the Louisiana Department of Transportation & Development to install a "deceleration lane" on LA Highway 3127, where it intersects with LA Highway 3141 in Killona.

**WHEREAS,** according to the Manual on Uniform Traffic Control Devices, the purpose of traffic control devices, as well as the principles for their use, is to promote highway safety and efficiency by providing for the orderly movement of all road users on streets and highways throughout the Nation; and,

**WHEREAS,** LA Highway 3127 and LA Highway 3141 are heavily traveled by the residents of Killona and the surrounding areas; and,

**WHEREAS,** for the safety, health, and welfare of the St. Charles Parish residents and all motorists who travel through this area, the St. Charles Parish Council is requesting the implementation of a "deceleration lane" in this area.

**NOW THEREFORE, BE IT RESOLVED, THAT WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL,** do hereby request that the Louisiana Department of Transportation & Development install a "deceleration lane" on LA Highway 3127, where it intersects with LA Highway 3141 in Killona.

**BE IT FURTHER RESOLVED,** that a copy of this Resolution be forwarded to Governor John Bel Edwards; Senator Gary L. Smith, Jr.; Representative Gregory A. Miller, Department of Transportation and Development Secretary Dr. Shawn Wilson, and Department of Transportation and Development District Engineer Administrator Chris Morvant, requesting their assistance in this matter.

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

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

NAYS: NONE

ABSENT: NONE

And the resolution was declared adopted this 14<sup>th</sup> day of November, 2016, to become effective five (5) days after publication in the Official Journal.

2016-0382 DecelerationLane-3127 and 3141

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: 7:50 a

RECD BY: \_\_\_\_\_

**2016-0375**

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT  
(DEPARTMENT OF PLANNING & ZONING)**

**RESOLUTION NO. 6249**

A resolution providing mandatory support for a Special Permit PZSPU 2016-05, for green market in a C-3 zoning district, 1313 Paul Maillard Road.

**WHEREAS,** the St. Charles Parish Zoning Ordinance of 1981, Section VI(C)(IV)(1)(c)(8) requires Green Markets to obtain a Special Permit Use approved by the Planning Board of Commissioners and supported by the St. Charles Parish Council to operate in the C-3 zoning district; and,

**WHEREAS,** at their meeting on November 3, 2016, the St. Charles Parish Planning Board of Commissioners approved PZSPU 2016-05 requested by the German Coast Farmers' Market to operate at 1313 Paul Maillard Road, in a C-3 zoning district.

**NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL,** hereby provides this resolution in support of the Planning Board of Commissioner's decision to permit a Green Market in a C-3 zoning district as requested in PZSPU-2016-05 by the German Coast Farmers Market.

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

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

**NAYS:** NONE

**ABSENT:** NONE

And the resolution was declared adopted this 14th day of November, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *W. Benedetto*

SECRETARY: *[Signature]*

DLVD/PARISH PRESIDENT: *[Signature]*

APPROVED: *[Signature]* DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: *[Signature]*

AT: *J. S. Dan* RECD BY: *[Signature]*

**INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN-AT-LARGE, DIVISION B**

A resolution requesting that the Parish President and all Department heads respond within ten (10) business days to all Parish Council letters, memos, emails, and/or any other form of communication prepared by and/or on behalf of Council Members requesting information, production of documents, input when requested on proposed ordinances or resolutions, responses to letters, or anything else that may be asked of the administration, all referred to herein as items, with the initial response providing what was requested, or at a minimum, providing 1) acknowledgment that the communication was received, and 2) a date by which the requested items will be provided.

- WHEREAS,** communication is key to any successful endeavor; and,
- WHEREAS,** communication is a 2-way street that requires the interaction between two willing parties; and,
- WHEREAS,** communication between the Administration and the Council is vital to the open, transparent, and successful operation of and well-being of our Parish; and,
- WHEREAS,** sometimes communication can be difficult when the subject matter may be complicated or involves a subject that is or may be uncomfortable to one party or the other; and,
- WHEREAS,** failure to communicate in a timely manner more often than not leads to further deterioration of communication, especially when repeated requests for communication is ignored; and,
- WHEREAS,** following up on requests or repeated requests for communication impacts the relationship between the parties; and,
- WHEREAS,** following up on requests or repeated requests for communication causes an extreme amount of wasted time of the party asking for the communication and that of Parish employees following up on these requests; and,
- WHEREAS,** open communication is essential to good government and must always occur despite any reluctance to do so no matter how uncomfortable it may be to communicate; and,
- WHEREAS,** the Council deserves and must be afforded open communication between its members and the Administration.

**NOW, THEREFORE BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL,** do hereby request that the Parish President and all Department heads respond within ten (10) business days to all Parish Council letters, memos, emails, and/or any other form of communication prepared by and/or on behalf of Council Members requesting information, production of documents, input when requested on proposed ordinances or resolutions, responses to letters, or anything else that may be asked of the administration, all referred to herein as items, with the initial response providing what was requested, or at a minimum, providing 1) acknowledgment that the communication was received, and 2) a date by which the requested items will be provided.

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

**YEAS:** HOGAN, BELLOCK

**NAYS:** BENEDETTO, WILSON, CLULEE, GIBBS, WOODRUFF, FLETCHER, FISHER-PERRIER

**ABSENT:** NONE

**PROPOSED RESOLUTION FAILED FOR LACK OF A FAVORABLE MAJORITY ON NOVEMBER 14, 2016.**

2016-0356

RESOLUTION NO. 6250

A resolution to appoint a member to the Hospital Service District.

WHEREAS, There exists a vacancy on the HOSPITAL SERVICE DISTRICT; due to the resignation of Mr. John J. Landry, III on September 14, 2016; and,

WHEREAS, It is the desire of the Parish Council to fill this vacancy; and,

NOW, THEREFORE, BE IT RESOLVED, that Mr. James "Jake" Lemmon  
403 Wade Street, Luling, LA 70070

is hereby appointed to fill the unexpired term on the HOSPITAL SERVICE DISTRICT and,

BE IT FURTHER RESOLVED, that this appointment shall be effective IMMEDIATELY and terminate MAY 22, 2018.

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

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

NAYS: HOGAN

ABSENT: NONE

And the resolution was declared adopted this 14th day of November, 2016, to become effective five (5) days after publication in the Official Journal.

APPOINT Hospital (unexpired)

CHAIRMAN: Wesley Bennett

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: [Signature]

APPROVED: [Signature] DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: [Signature]

AT: J:SDa RECD BY: [Signature]