

# LEGALS

## ST. CHARLES PARISH PUBLIC NOTICES



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Parish President  
(985) 783-5000  
vj@stcharlesgov.net



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(985) 308-0866  
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Councilman, District II  
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Home (985) 308-0297  
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Traci Fletcher  
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Councilwoman, District VII  
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### PUBLIC NOTICE

Notice is hereby given of the availability of federal funds through the Bureau of Justice Assistance housed in the U.S. DOJ, OJP. The LCLE administers and allocates these funds through the Jefferson Parish Criminal Justice Coordinating Council (CJCC) & Metropolitan District Law Enforcement Planning and Actions Commission (METLEC).

The total amount available to the CJCC & METLEC in FY-2015 Byrne JAG funds is \$300,116.

If interested in this competitive opportunity:

The complete Notice of Funding Opportunity, application materials and instructions for submitting proposals may be obtained from the LCLE website ([www.lcle.la.gov](http://www.lcle.la.gov)).

Complete guidelines & instructions for applying may be obtained from the Jefferson Parish Community Justice Agency:

Ronald E. Lampard, Director  
1221 Elmwood Park Blvd., Suite 607  
Jefferson, LA 70123-2337  
(504) 736-6844

The deadline for submitting is: November 16, 2015

Proposals will be considered for approval at the December 3, 2015 CJCC & METLEC meetings.

Representatives of agencies under consideration will be required to attend this meeting in order to receive funding.

Publish November 12th, 2015

### PUBLIC NOTICE

#### PUBLIC NOTICE

#### REMOVAL OF WEEDS, GRASS & OTHER NOXIOUS MATTER

If the following violations are not rectified within (5) days of this published notice, the parish will proceed in bringing the properties listed in compliance with Chapter 16, Article III Sec. 16-24 through Sec. 16-28. (as amended). The fee for performing these services shall be at a rate of 0.035 per square foot of the lot cleaned. The contractor's fee for performing these services shall be at the rate of .028 per square foot of the lot cleaned. In the event a mini-clean up is required prior to performing the above services, a fee of \$56.11 per mini clean up plus actual disposal fees will be assessed, not to exceed then (10) mini-cleanup per property in violation. On property where trash and/or debris accumulation is such that it requires heavy equipment, bulldozer, front-end loaders, etc. a fee of forty two dollars and eight cents (\$42.08) per cubic yard will be assessed. An administration fee of \$35.07 may be assessed on each invoice. The fees in this section shall be increased or decreased on February first of each year by a change in CIP applicable to the US cities average group, all urban consumers, all items published by the US Department of Labor, Bureau of Labor Statistics, for the preceding twelve month period ending each November. The change shall become effective beginning with the period ending November 30, 2000. The department of finance shall notify the department of planning and zoning in writing annually of the revised fees. The following lots are in violation of parish ordinance Chapter 16, Article III Sec. 16-24 through Sec. 16-33:

Serena Bennet Est. c/o Seecola Tanley (Elkinsville)  
Lot 7 (191 1<sup>st</sup> Street)  
Nature of violation: grass cutting & removal of debris

Mr. & Mrs. Joseph Pelotto (Magnolia Ridge Park)  
Lot 17 (451 Acorn Street)  
Nature of violation: grass cutting & removal of debris

PUBLISH: November 12, 2015

### PUBLIC NOTICE

#### SECTION 00010

#### ADVERTISEMENT FOR BIDS

The Parish of St. Charles, hereby advertises bids for construction of **Sunset Pump Station Improvements, Parish Project No. P130601** as follows:

Owner: St. Charles Parish

Project Title: Sunset Pump Station Improvements

Project No.: P130601

Principal Work Location: The Contract Work will be located generally in Bayou Gauche on the West Bank of St. Charles Parish, at the Sunset Pump Station located at coordinates 29° 47' 18.88" N and 90° 25' 45.72" W

Description of Basic Work: The Contract Work generally comprises furnishing and installing two (2)-30" fresh water hydraulic pumps, drive units, and fuel tank on platforms in the intake of the Sunset Drainage Pumping Station, with associated piping. The drive unit platform will be an elevated structure with structural steel on a concrete slab. The pump discharge will be under an existing roadway, over an existing levee, and over the discharge basin wall of the Sunset Pump Station. Other associated work involves excavation and backfill, hydro-seeding, installing riprap, and removing an existing damaged timber headwall.

Bids: Separate sealed Bids will be received by the ST. CHARLES PARISH COUNCIL, RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 2<sup>nd</sup> Floor, Hahnville, Louisiana, 70057, either by registered or certified mail with return receipt requested, or hand delivered, or electronically submitted at [www.centralbidding.com](http://www.centralbidding.com), no later than 10:00 a.m. local time on Monday, November 16, 2015. Promptly thereafter, the bids will be publicly opened and read aloud in the Council Chambers of the St. Charles Parish Court House. The Owner reserves the right to reject any and all Bids in accordance with the Public Bid Law, and to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids.

Bidding Documents: The Bidding Documents (Contract Documents, Specifications and Drawings) are available to Contractors who are properly licensed in Louisiana or to bona fide suppliers of materials and equipment for purchase and/or review at the office of the Engineer for the contract, Evans-Graves Engineers, Inc., One Galleria Boulevard, Suite 1520, Metairie, LA 70001, Phone (504) 836-8190, Fax (504) 836-8199, Attn.: P. Stephen Lundgren, Jr., P.E.

A payment of \$ 50.00 in cash or check payable to the Engineer will be required for each complete set of the Bidding Documents. This payment is refundable as provided in the La.R.S.38:2212(D).

Pre-Bid Conference: A Pre-Bid Conference to discuss the scope of the project and the requirements of the Bidding and Contract Documents will be held on **Tuesday, November 3, 2015 at 10:00 a.m.** at the St. Charles Parish Department of Public Works and Wastewater, **100 River Oaks Dr., Destrehan, Louisiana.** Attendance of the Pre-Bid Conference is **Non-Mandatory.**

Each bidder must deposit with his/her bid, security in the amount equal to five percent (5%) of the total bid in the form of a certified check, cashier's check or bid bond. If the bid is submitted electronically and a certified or cashier's check is used for bid bond, then the actual check shall be delivered to the St. Charles Parish Council Office, St. Charles Parish Courthouse 2<sup>nd</sup> Floor, 15045 River Road, Hahnville, Louisiana, 70057. Electronic bids shall contain all the same documents that are required in a physically delivered bid.

The outside of the bid envelope must contain the submitting firm's name, Louisiana Contractors License Number, the Project Number, and the Project Title.

St. Charles Parish is an Equal Opportunity Employer. We encourage all small and minority-owned firms and women's business enterprises to participate in this solicitation.

Any person with disabilities requiring special accommodations must contact the St. Charles Parish Council Office at 985-783-5000 no later than seven (7) days prior to bid opening.

St. Charles Parish Council  
V. J. St. Pierre, Jr., Parish President

Advertisement Source and Dates:

St. Charles Herald Guide  
St. Charles Parish Website  
Central Auction House  
The Daily Journal of Commerce  
Times Picayune  
The Advocate  
McGraw-Hill Dodge of Hot Springs  
ISOFT

Thursday, October 22, 2015  
Thursday, October 29, 2015  
Thursday, November 12, 2015

### PUBLIC NOTICE

#### ADVERTISEMENT FOR BIDS

Sealed bids are requested by St. Charles Council On Aging, Inc. from qualified contractors for the construction of:

Luling Center Interior Renovations  
St. Charles Council On Aging  
145 Angus Street, Luling, LA  
Campo Designs Project No. CD 2304

Bids will be received at the St. Charles Council On Aging, Inc., 826 Pine Street, Hahnville, LA 70057 either by registered or certified mail with return receipt requested or hand delivered or electronically at [www.centralbidding.com](http://www.centralbidding.com) no later than 9:30 a.m., Local Time Tuesday, December 1, 2015 at which time bids will be publicly opened and read aloud in the main conference room, St. Charles Council On Aging, 826 Pine Street, Hahnville, Louisiana.

Complete Bidding Documents which include the Contract Documents may be obtained from the Architect, Campo Designs - Architects, 105 Ducayet Drive, Destrehan, LA 70047, (985) 764-8959 upon payment of a deposit of \$50.00 per set of documents. The deposit will be returned as provided in the instruction to Bidders.

Bids must be accompanied by a bid security, at least equal to five percent (5%) of the base bid in the form of a certified check, cashier's check or bid bond.

A Pre-bid Conference will be held on Thursday, November 12, 2015 at 10:00am at the site at 145 Angus Street, Luling, LA 70070. Attendance at the Pre-bid Conference is mandatory and required to submit a bid.

Contract, if awarded, will be on the basis of the lowest responsive and responsible bidder, if within budget. No bid may be withdrawn for a period of 45 days after bid opening except as provided by law. The successful bidder will be required to furnish a Performance and Payment Bond written by a company licensed to do business in Louisiana, in the amount equal to one hundred percent (100%) of the contract price. Certificates of insurance will also be required as specified.

Bidders must meet the requirements of the State of Louisiana Contractor's Licensing Law, R. S. 37:2151 et seq.

St. Charles Council On Aging, Inc. reserves the right to award the project on whatever basis is in the best interest of the Owner and to accept or reject any or all bids and to waive technicalities and informalities as allowed by law.

DATED at Hahnville, Louisiana, this 20<sup>th</sup> day of October, 2015

St. Charles Council On Aging, Inc.  
April Koller, Executive Director

Advertisement Source and Dates:  
St. Charles Herald Guide  
Central Auction House  
St. Charles Parish Web Site  
Local Add to Run: Thursday, October 29, 2015  
Thursday, November 5, 2015  
Thursday, November 12, 2015

### PUBLIC NOTICE

## ORDINANCES & RESOLUTIONS TO BE INTRODUCED FOR PUBLICATION & PUBLIC HEARING ON MONDAY, NOVEMBER 16, 2015, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE:

**2015-0403** (11/2/15, St. Pierre, D. Foret)  
An ordinance to approve and authorize the execution of an Contract with Beverly Construction Company, LLC for the Ashton Park Development in the amount of \$267,550.00.

**2015-0404** (11/2/15, Fletcher)  
An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Section 15-5, Motor Vehicles and Traffic, of said Code, to provide for the installation of "NO PARKING" signs on both sides of Fourth Street between West Hoover Street and West Harding Street in New Sarpy.

**2015-0412** (11/2/15, Wilson)  
An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Section 15-5, Motor Vehicles and Traffic, of said Code, to provide for the installation of "NO OVERNIGHT PARKING" signs on both sides of River Park Drive in Hahnville.

**2015-0413** (11/2/15, St. Pierre, S. Scholle)  
An ordinance to approve and authorize the execution of a Construction Contract with Cycle Construction Company, LLC for Project No. P080905-5B, Ellington Levee - Phase I Project, as part of the West Bank Hurricane Protection Levee Project, State Project No. BA-85, in the amount of \$8,478,497.00.

**2015-0414** (11/2/15, St. Pierre, S. Scholle)  
An ordinance to approve and authorize the execution of a contract with BLD Services, LLC, for Parish Project No. S091101; Primrose Lift Station and Force Main Upgrades, with a Base Bid in the amount of \$923,550 with an Alternate Bid of \$56,150.

**2015-0415** (11/2/15, Fisher-Perrier)  
An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Section 15-5, Motor Vehicles and Traffic, of said Code, to provide for the installation of "NO PARKING" signs along both sides of the entrances of Ashton Plantation for approximately 200' between Ashton Boulevard and Lac Calcasieu Drive and Ashton Boulevard and Lac Laurier Drive in Luling.

**2015-0416** (11/2/15, St. Pierre, S. Scholle)  
An ordinance approving and authorizing the execution of a Donation of Servitude acquiring additional width to an existing public right-of-way over property identified as a Tract in St. Charles Parish, on the East Bank of the Mississippi River, located in section 11, Township 12 south, Range 8 East being more particularly described in survey by Lucien C. Gassen, PLS, dated June 17, 2015, to improve the drainage in the area.

PUBLISH: November 5, 12, 2015

### PUBLIC NOTICE

Anyone knowing the whereabouts of **Jada Nicole Joseph Baloney**, OR HER HEIRS, SUCCESSORS OR ASSIGNS, PLEASE CONTACT KURT E. SIMS, A Attorney at Law, 536 Emerald Street, New Orleans, Louisiana 70124, (504)756-0234. IMPORTANT RIGHTS ARE INVOLVED.

Publish November 5th & 12th, 2015

### PUBLIC NOTICE



#### ADVERTISEMENT FOR BIDS

Sealed bids are requested by St. Charles Parish School Board from general contractors for construction of:

#### HAHVILLE HIGH SCHOOL MAIN BUILDING FLOOR REPLACEMENT ROUTTE, LOUISIANA

Bids will be received at the St. Charles Parish School Board, Physical Plant Services, 13855 River Road, Luling, Louisiana 70070 at 2:00 P.M., LOCAL TIME, **TUESDAY, DECEMBER 15, 2015**, at which time the bids will be publicly opened and read aloud in the Dufresne Conference Room.

#### B. BID DOCUMENTS AND DEPOSITS

Complete Bidding Documents which include the proposed Contract Documents may be obtained from the Engineer - **Danny J. Hebert, P.E., L.L.C., located at 13919 River Road, One American Place, Suite 310, Luling, Louisiana 70070, (Phone Number 985-785-2380)** upon payment of a deposit of \$75.00 cash for each set of documents. The deposit or a portion of the deposit is returnable as provided in the Instructions to Bidders. Bidding documents are also available at [www.stcharles.k12.la.us](http://www.stcharles.k12.la.us) under Resources, select Online Bids & RFPs.

#### C. BID SECURITY AND PERFORMANCE AND PAYMENT BONDS

Bids must be accompanied by a bid security at least equal to five percent (5%) of the base bid and all additive alternates in the form of a certified check, cashier's check or bid bond. The successful bidder will be required to furnish a performance bond and a payment bond, each in an amount equal to one hundred percent (100%) of the contract amount.

Contract, if awarded, will be on the basis of the lowest responsive and responsible bidder, if within the budget. No bid may be withdrawn for a period of 45 days after bid opening except as provided by law.

Bidders must meet the requirements of the State of Louisiana Contractor's Licensing Law, R.S. 37:2151 et seq.

#### D. REJECTION OF BIDS

St. Charles Parish School Board reserves the right to award the project on whatever basis is in the interest of the Owner and to accept or reject any or all bids and to waive technicalities and informalities as allowed by law.

#### E. PRE-BID CONFERENCE

A PRE-BID CONFERENCE will be held at the St. Charles Parish School Board Dufresne Conference Room, 13855 River Road, Luling, LA on Tuesday, December 8, 2015, at 10:00 a.m. Attendance at this pre-bid conference is **Recommended.**

#### F. ADVERTISEMENT DATES

LEGAL AD TO RUN: Thursday, November 12, 2015  
Thursday, November 19, 2015  
Thursday, November 26, 2015  
Thursday, December 3, 2015

St. Charles Parish Public Schools  
Arthur A. Aucoin, President  
Feliccia Gomez-Walker, Superintendent  
13855 River Road, Luling, LA 70070

### PUBLIC NOTICE

#### PUBLIC NOTICE

Valero Partners Louisiana, LLC  
St. Charles Terminal - Tank 80-6  
REQUEST FOR COVERAGE UNDER  
A PART 70 GENERAL AIR PERMIT

#### SUBMITTED TO

THE LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY (LDEQ)

Valero Partners Louisiana, LLC, St. Charles Terminal, P.O. Box 518 Norco, LA 70079, proposes to apply for authorization to operate under an air General Operating Permit. The application was submitted to LDEQ on October 30, 2015. The facility is located at 14902 River Road Norco, LA in St. Charles Parish.

The company proposes to obtain an initial Title V general air permit for Tank 80-6.

This permit is to be processed as an expedited permit in accordance with LAC 33:1.Chapter 18.

The public may submit questions and comments to the department, regarding whether the application indicates that the facility technically qualifies for coverage under the General air permit. The General air permit was published in *The Louisiana Register*, on May 20, 2007, and in all major newspapers on May 7, 2007. The General air permit was issued on December 17, 2007.

Written comments and/or written requests for a public hearing must be received by 12:30 p.m. DAY OF WEEK, MONTH DD, YEAR. INSERT DATE 10 DAYS AFTER THE DAY THIS PUBLIC NOTICE SHALL APPEAR IN THE LOCAL NEWSPAPER. Written comments, written requests for a public hearing or written requests for notification of the final decision regarding this permit action may be submitted to LDEQ, Public Participation Group, P.O. Box 4313, Baton Rouge, LA 70821-4313. Written comments will be considered prior to a final permit decision.

Information forwarded by email should follow the Statewide email policies. Attachments included with emails may be blocked due to restrictions on file size or type. For details check the following link, <http://doe.louisiana.gov/ocs/email/policies.htm>.

Copies of the final signed permit can be obtained by request from the LDEQ Public Records Center, 602 North Fifth Street, Room 127, Baton Rouge, Louisiana. Viewing hours are from 8:00 a.m. to 4:30 p.m. Monday - Friday (except holidays) or call (225) 219-3168. Your request will be processed pursuant to LDEQ procedures for public record requests, LAC 33:1.2301, et seq., and a copy fee will be charged.

General information related to the public participation in permitting activities can be viewed at [www.deq.louisiana.gov/portal/tabid/2198/Default.aspx](http://www.deq.louisiana.gov/portal/tabid/2198/Default.aspx).

Persons wishing to be included on the LDEQ permit public notice mailing list or for other public participation related questions should contact the Public Participation Group in writing at LDEQ, P.O. Box 4313, Baton Rouge, LA 70821-4313, by email at [DEQ.PUBLICNOTICES@LA.GOV](mailto:DEQ.PUBLICNOTICES@LA.GOV) or contact the LDEQ Customer Service Center at (225) 219-LDEQ (219-5337).

Alternatively, individuals may elect to receive the permit public notices via email by subscribing to the LDEQ permits public notice List Server at [http://louisiana.gov/Services/Email\\_Notifications\\_DEQ\\_PN/](http://louisiana.gov/Services/Email_Notifications_DEQ_PN/).

All Correspondence should specify **AI Number 195909, Permit Number 3155-V0.** All correspondence should specify **Valero Partners Louisiana, LLC / St. Charles Terminal, Tank 80-6.**

Publish November 12th, 2015

Legals deadline is Friday at 3 p.m. for the following issue.

985-758-2795

ST. CHARLES PARISH OFFICIAL COUNCIL PROCEEDINGS

ORDINANCES AND RESOLUTIONS ADOPTED AT THE MEETING OF OCTOBER 19, 2015, COURTHOUSE, HAHNVILLE, HAVE BEEN PUBLISHED AS AN OFFICIAL EXTRACT OF THE MINUTES IN A PREVIOUS EDITION OF THE OFFICIAL JOURNAL.



St. Charles Parish Meeting Minutes Parish Council

St. Charles Parish Courthouse 15046 Highway 10 P.O. Box 302 Hahnville, LA 70357 985-793-9202 www.stcharlesparish-la.gov

Final

Council Chairman Larry Cochran Councilmembers Carolyn K. Schoenaydre, Terrell D. Wilson, Mary Tastet, Paul J. Hogan, Larry Cochran, Traci A. Fletcher, and Julia Fisher-Perrier

Monday, October 19, 2015 6:00 PM Council Chambers, Courthouse

ATTENDANCE

Present 7 - Carolyn K. Schoenaydre, Terrell D. Wilson, Mary Tastet, Paul J. Hogan, Larry Cochran, Traci A. Fletcher, and Julia Fisher-Perrier
Absent 2 - Jarvis Lewis, and Wendy Benedetto

Also Present

Parish President V.J. St. Pierre, Jr., Chief Operations Officer Bobby Donaldson, Chief Administrative Officer Buddy Eoe, Legal Director Leon C. Vial, III, Assistant Parish Attorney David Meyer, Public Works/Wastewater Director Sam Scholle, Planning & Zoning Director Michael Albert, Finance Director Grant Dussan, Public Information Officer Renee Simpson, Emergency Preparedness Director Ronald J. Perry, CDM Administrator Earl Mathema, General Superintendent Public Works and Contract Monitoring Stephen Trutt, Community Services Director Joan Tonglet Diaz, WOA Director Tommy Scott

CALL TO ORDER

Meeting called to order at 6:01 p.m.

PRAYER / PLEDGE

Pastor Tim Buford
First Baptist Church of Luling

APPROVAL OF MINUTES

A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Fletcher, to approve the minutes from the regular meeting of September 21, 2015 and the regular meeting of October 5, 2015. The motion carried by the following vote:
Yeas: 7 - Schoenaydre, Wilson, Tastet, Hogan, Cochran, Fletcher and Fisher-Perrier
Nays: 0
Absent: 2 - Lewis and Benedetto

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2015-0371

Proclamation: "National Alzheimer's Awareness Month"

Sponsors: Mrs. Tastet
Read

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2015-0381

Workforce Investment Act (WIA)
Workforce Investment Act Director Tommy Scott

Mr. Scott informed the Council that WIA is now named Workforce Innovation and Opportunity Act (WIOA) per Act signed by President Barack Obama.
Reported

2015-0382

Department of Legal Services
Legal Services Director Leon C. Vial, III

Council Discussion
Mr. Vial spoke on the matter.
Chief Administrative Officer Buddy Eoe spoke on the matter.
Reported

2015-0383

Contract Monitor

General Superintendent Public Works and Contract Monitoring Stephen Trutt
Council Discussion
Mr. Trutt spoke on the matter.
Ms. Chandra Sampay, Contract Monitor's Office, spoke on the matter.
Reported

Councilman Lewis arrived in the meeting.

2015-0393

Parish President Remarks/Report

Sponsors: Mr. St. Pierre Jr.

Parish President V.J. St. Pierre, Jr., deferred his report to allow United States Representative Garret Graves, 6th Congressional District, to address the Council.

Representative Graves spoke about the current Highway Bill and in November will be host to republicans and democrats on water resources and will be flying over St. Charles Parish.
Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN COCHRAN AUTHORIZED THAT THE ORDINANCE, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, IS TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON TUESDAY, OCTOBER 27, 2015, 8:00 A.M.; THURSDAY, OCTOBER 29, 2015, 6:00 P.M.; AND TUESDAY NOVEMBER 3, 2015, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2015-0197

An ordinance to approve and adopt the appropriation of Funds for the St. Charles Parish Consolidated Operating and Capital Budget for Fiscal Year 2016.
Sponsors: Mr. St. Pierre Jr. and Department of Finance
Publish/Scheduled for Public Hearing to the Parish Council on October 27, 2015

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN COCHRAN 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 2, 2015, 8:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2015-0378

An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Chapter 24 Noise, Section 24-4. Maximum permissible sound limits. (Table 1), and Section 24-6. Prohibitions.
Sponsors: Mr. Hogan
Publish/Scheduled for Public Hearing to the Parish Council on November 2, 2015

2015-0374

An ordinance authorizing St. Charles Parish to enter into an Assignment of Flood Closure Structure Operation and Maintenance, WBV-75' with the Coastal Protection and Restoration Authority for the West Bank and Vicinity, New Orleans, Louisiana Hurricane Project, WBV-75, Western Tie-In BNSF Railroad Crossing, St. Charles Parish, Louisiana.
Sponsors: Mr. St. Pierre Jr. and Department of Public Works
Publish/Scheduled for Public Hearing to the Parish Council on November 2, 2015

2015-0375

An ordinance authorizing St. Charles Parish to enter into an Assignment of Contract Covering Flood Gates and Levee Near Arma, St. Charles Parish, Louisiana, WBV-77 with the Coastal Protection and Restoration Authority for the WBV-77 (Western Tie-In) West Bank and Vicinity, Louisiana Project.
Sponsors: Mr. St. Pierre Jr. and Department of Public Works
Publish/Scheduled for Public Hearing to the Parish Council on November 2, 2015

2015-0380

An ordinance to declare the intent of St. Charles Parish to acquire full ownership in Lot 7, Squares 13, New Sarpy Subdivision, pursuant to LSA-R.S. 47:2236, which has been adjudicated to St. Charles Parish in the name of the Louise Delevan wife of Vernon Jones for the non-payment of property taxes and to provide for related matters.
Sponsors: Mr. St. Pierre Jr. and Department of Legal Services
Publish/Scheduled for Public Hearing to the Parish Council on November 2, 2015

2015-0384

An ordinance to approve and authorize the execution of an Easement, Servitude, and Right-of-Way Agreement with Burgess Properties, LLC for construction of the LaBranche Salinity Control Structure.
Sponsors: Mr. St. Pierre Jr. and Department of Planning & Zoning
Publish/Scheduled for Public Hearing to the Parish Council on November 2, 2015

2015-0385

An ordinance to approve and authorize the execution of an Easement, Servitude, and Right-of-Way Agreement with Burgess St. Charles Land, LLC for construction of the LaBranche Salinity Control Structure.
Sponsors: Mr. St. Pierre Jr. and Department of Planning & Zoning
Publish/Scheduled for Public Hearing to the Parish Council on November 2, 2015

2015-0386

An ordinance to approve and authorize the execution of an Easement, Servitude, and Right-of-Way Agreement with George Burgess, Jr., Trust #2 for construction of the LaBranche Salinity Control Structure.
Sponsors: Mr. St. Pierre Jr. and Department of Planning & Zoning
Publish/Scheduled for Public Hearing to the Parish Council on November 2, 2015

2015-0387

An ordinance to approve and authorize the execution of an Easement, Servitude, and Right-of-Way Agreement with George Burgess, Jr., Trust #4 for construction of the LaBranche Salinity Control Structure.

Sponsors: Mr. St. Pierre Jr. and Department of Planning & Zoning
Publish/Scheduled for Public Hearing to the Parish Council on November 2, 2015

2015-0388

An ordinance to approve and authorize the execution of an Easement, Servitude, and Right-of-Way Agreement with J. Edgar Monroe Foundation for construction of the LaBranche Salinity Control Structure.
Sponsors: Mr. St. Pierre Jr. and Department of Planning & Zoning
Publish/Scheduled for Public Hearing to the Parish Council on November 2, 2015

2015-0389

An ordinance to approve and authorize the execution of an Easement, Servitude, and Right-of-Way Agreement with St. Charles Land Company, II, LLC for construction of the LaBranche Salinity Control Structure.
Sponsors: Mr. St. Pierre Jr. and Department of Planning & Zoning
Publish/Scheduled for Public Hearing to the Parish Council on November 2, 2015

2015-0390

An ordinance approving and authorizing the execution of Change Order No. 3 (Final) for Parish Project No. PG2003, West Bank Multi-Use Path Phase III, State Project No. H.007552, Federal Aid Project No. 4510(500) to correct dollar amounts in the amount of \$202.05.
Sponsors: Mr. St. Pierre Jr. and Department of Public Works
Publish/Scheduled for Public Hearing to the Parish Council on November 2, 2015

2015-0391

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the land use zoning reclassification of a 130,880 square foot portion of Section 43 in T12S/R21E (North of Willowdale Subdivision) from R1-A to O-L as shown on a plat by Danny Hebert, dated June 12, 2015, as requested by Houston Energy.
Sponsors: Mr. St. Pierre Jr. and Department of Planning & Zoning
Publish/Scheduled for Public Hearing to the Parish Council on November 2, 2015

2015-0392

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the land use zoning reclassification from C-2 to R-3 at Lot 21-A in front of Ormond Meadows Subdivision, located at 14154 River Road, Destrehan, as requested by Airanzo Wells.
Sponsors: Mr. St. Pierre Jr. and Department of Planning & Zoning
Publish/Scheduled for Public Hearing to the Parish Council on November 2, 2015

2015-0393

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the land use zoning reclassification from R-1AM to C-2 on a portion of Lot 1-A, Square 1 of Crespo Subdivision at 11760 River Road, St. Rosa as requested by DVL Properties, LLC.
Sponsors: Mr. St. Pierre Jr. and Department of Planning & Zoning
Publish/Scheduled for Public Hearing to the Parish Council on November 2, 2015

2015-0394

An ordinance of the Parish of St. Charles, providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Appendix A, the St. Charles Parish Zoning Ordinance of 1981, Section VI. Zoning district criteria and regulations, D, [I]. 1. c. Special Permit Uses in the M-1 Zoning District, by adding (10) to allow cemeteries as a Special Permit Use and shall require a supporting resolution of the Council.
Sponsors: Mr. Hogan
Publish/Scheduled for Public Hearing to the Parish Council on November 2, 2015

2015-0396

An ordinance to approve a resubdivision of the T.C. Dufrene Estate & Lot 21-A-3 into lots herein designated as Lot 21-A-4, Lot 21-A-5 and Lot 1-TOE of the T.C. Dufrene Estate situated in Section 11, T14S R20E, Boutte, St. Charles Parish, La. Zoning District OL, Council District 4, as requested by Jody Fahrig.
Sponsors: Mr. St. Pierre Jr. and Department of Planning & Zoning
Publish/Scheduled for Public Hearing to the Parish Council on November 2, 2015

2015-0397

An ordinance to approve a resubdivision of Lot 25, Good Hope Subdivision, Annex C, into Lots 25A & 25B, Good Hope Subdivision, Annex C, situated in Section 6, T12S R8E, St. Charles Parish, La. Zoning District C-2 & R-1A, Council District 8, as requested by Romeo J. Dufrene.
Sponsors: Mr. St. Pierre Jr. and Department of Planning & Zoning
Publish/Scheduled for Public Hearing to the Parish Council on November 2, 2015

2015-0398

An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Section 15-5, Motor Vehicles and Traffic, of said Code, to provide for the installation of "NO PARKING ON GRASS" signs in the cul de sac on Monsanto Avenue, closest to St. Maria Street in Luling.
Sponsors: Ms. Fisher-Perrier
Publish/Scheduled for Public Hearing to the Parish Council on November 2, 2015

2015-0399

An ordinance to amend the 2015 Consolidated Operating and Capital Budget to add Grant Revenues in the amount of \$235,000 and associated expenses - Improvements Other Than Buildings, for the new Generator for the Planning and Zoning Department.
Sponsors: Mr. St. Pierre Jr. and Department of Finance
Publish/Scheduled for Public Hearing to the Parish Council on November 2, 2015

2015-0400

An ordinance to approve and authorize the Parish President to execute a perpetual Right-of-Way and Servitude Agreement on behalf of the Gravity Drainage District # 2 of St. Charles Parish as Grantor, in favor of Maurepas Pipeline, LLC as Grantee, across five (5) separate tracts of land in Sections 6 and 21, Township 12 South, Range 8 East.
Sponsors: Mr. St. Pierre Jr. and Department of Public Works
Publish/Scheduled for Public Hearing to the Parish Council on November 2, 2015

2015-0401

An ordinance to approve and authorize the Parish President to execute a perpetual Right-of-Way and Servitude Agreement on behalf of St. Charles Parish Sewerage District No. 1 as Grantor, in favor of Maurepas Pipeline, LLC as Grantee, across one (1) tract of land in Section 21, Township 12 South, Range 8 East.
Sponsors: Mr. St. Pierre Jr. and Department of Public Works
Publish/Scheduled for Public Hearing to the Parish Council on November 2, 2015

2015-0395

An ordinance to revoke and abandon a 60-foot by 124.94 foot right-of-way for an undeveloped, unnamed street located between Lot 307, Fashion Plantation Estates, Phase II (700 S. Fashion Blvd) and Lot 308, Fashion Plantation Estates, Phase II (702 S. Fashion Blvd) in favor of the abutting property owners.
Sponsors: Mr. St. Pierre Jr. and Department of Planning & Zoning
Publish/Scheduled for Public Hearing to the Parish Council on November 2, 2015

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

2015-0352

An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Section 15-5, Motor Vehicles and Traffic, of said Code, to provide for the installation of "NO PARKING" signs at the corner of Kinler Street and Hackberry Street in Luling.
Sponsors: Ms. Fisher-Perrier
Reported: Councilwoman Fisher-Perrier Recommended: Approval
Public Hearing Requirements Satisfied

Yeas: 6 - Schoenaydre, Lewis, Wilson, Tastet, Hogan, Cochran, Fletcher and Fisher-Perrier
Nays: 0
Absent: 1 - Benedetto
Enactment No. 15-10-7

2015-0353

An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement with the St. Charles Community C.A.R.E. Center Foundation, Inc. for the provision of services.
Sponsors: Mr. St. Pierre Jr., Ms. Schoenaydre, Mr. Lewis, Mr. Wilson, Mrs. Tastet, Ms. Benedetto, Mr. Hogan, Mr. Cochran, Ms. Fletcher and Ms. Fisher-Perrier
Reported: Parish President Recommended: Approval
Councilwoman Schoenaydre Recommended: Approval
Councilman Lewis Recommended: Approval
Councilman Wilson Recommended: Approval
Councilwoman Tastet Recommended: Approval
Councilwoman Benedetto Recommended: Approval
Councilman Hogan Recommended: Approval
Councilman Cochran Recommended: Approval
Councilwoman Fletcher Recommended: Approval
Councilwoman Fisher-Perrier Recommended: Approval
Chief Administrative Officer spoke on the matter.
Speakers: Ms. Mary Lou Sumrall, President, St. Charles Community C.A.R.E. Center Foundation, Inc., Luling; Mr. Milton Allemand, Hahnville; Mr. David Meyer, Luling; Ms. Julie Hebert, Luling
Public Hearing Requirements Satisfied

Yeas: 8 - Schoenaydre, Lewis, Wilson, Tastet, Hogan, Cochran, Fletcher and Fisher-Perrier
Nays: 0
Absent: 1 - Benedetto
Enactment No. 15-10-8

2015-0354

An ordinance approving and authorizing the execution of Change Order No. 1 for Parish Project No P120801, Randolph Pump Station Improvements, to increase the contract amount by \$73,305.50 and contract time by 14 days.
Sponsors: Mr. St. Pierre Jr. and Department of Public Works
Reported: Public Works Department Recommended: Approval
Public Hearing Requirements Satisfied

Council Discussion
Public Works/Wastewater Director Sam Scholle spoke on the matter.
VOTE ON THE PROPOSED ORDINANCE

Yeas: 8 - Schoenaydre, Lewis, Wilson, Tastet, Hogan, Cochran, Fletcher and Fisher-Perrier
Nays: 0
Absent: 1 - Benedetto
Enactment No. 15-10-9

2015-0365

An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Chapter 16 Nuisances, Article III. Weeds and Grass, Etc., Section 16-26, Notice to abate, and Section 16-27, Abatement by parish, by amending the abatement procedures related to the required notification period.
Sponsors: Mr. St. Pierre Jr. and Department of Planning & Zoning
Reported: P & Z Department Recommended: Approval
Public Hearing Requirements Satisfied

Council Discussion
Planning & Zoning Director Michael Albert spoke on the matter.
A motion was made by Councilmember Hogan, seconded by Councilmember Schoenaydre, to Postpone Indefinitely File No. 2015-0365. The motion failed by the following vote:
Yeas: 3 - Schoenaydre, Hogan and Fletcher
Nays: 5 - Lewis, Wilson, Tastet, Cochran and Fisher-Perrier
Absent: 1 - Benedetto
Motion Failed

Further Council Discussion
Chief Administrative Officer Buddy Eoe spoke on the matter.
VOTE ON THE PROPOSED ORDINANCE
Yeas: 6 - Lewis, Wilson, Tastet, Cochran, Fletcher and Fisher-Perrier
Nays: 2 - Schoenaydre and Hogan
Absent: 1 - Benedetto
Enactment No. 15-10-10

2015-0370

An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Chapter 16 Nuisances, Article III. Weeds, Grass, Etc., Section 16-26, Notice to Abate and Section 16-27, Abatement by parish to amend the abatement procedures related to the required notification period.
Sponsors: Mr. Hogan
Reported: Councilman Hogan Recommended: Approval
Public Hearing Requirements Satisfied
Chief Administrative Officer Buddy Eoe spoke on the matter.

Council Discussion
Mr. Boe spoke on the matter.
Planning & Zoning Director Michael Albert spoke on the matter.
Chairman Cochran requested Point of Order asking Councilman Hogan which ordinance he is referring to, the previous one that was adopted or the current proposed ordinance and asked him to get on with it.
Mr. Albert spoke on the matter.
Mr. Boe spoke on the matter.
Proposed ordinance failed for lack of a majority by the following vote:
Yeas: 2 - Schoenaydre and Hogan
Nays: 6 - Lewis, Wilson, Tastet, Cochran, Fletcher and Fisher-Perrier
Absent: 1 - Benedetto
Failed

2015-0368

An ordinance to amend Chapter 22.5 Vehicles For Hire, Article II. Taxicabs to increase the application fee, amend the residence requirement, clarify the vehicle standard, and adopt the regional taxcab rate structure by reference.
Sponsors: Mr. St. Pierre Jr. and Department of Planning & Zoning
Reported: P & Z Department Recommended: Approval
Speakers: Reverend D. B. Mollaire, Alma; Mr. Milton Allemand, Hahnville; Chief Administrative Officer Buddy Eoe spoke on the matter; Mr. Christian Harlow, Destrehan
Public Hearing Requirements Satisfied

Council Discussion
Planning & Zoning Director Michael Albert spoke on the matter.
Ms. Marry Stein, Planning & Zoning Department, spoke on the matter.
Mr. Boe spoke on the matter.
VOTE ON THE PROPOSED ORDINANCE
Yeas: 8 - Schoenaydre, Lewis, Wilson, Tastet, Hogan, Cochran, Fletcher and Fisher-Perrier
Nays: 0
Absent: 1 - Benedetto
Enactment No. 15-10-11

2015-0367

An ordinance to adopt the St. Charles Parish Local Coastal Program.
Sponsors: Mr. St. Pierre Jr. and Coastal Zone Management Section
Reported: C.Z.M. Section Recommended: Approval
C.Z.A.C. Recommended: Approval with Stipulations Approval as Amended
Speakers: Mr. Milton Allemand, Hahnville
Public Hearing Requirements Satisfied

A motion was made by Councilmember Hogan, seconded by Councilmember Fisher-Perrier, that when File No. 2015-0367 is voted on that the Parish Council allows the State the authority to make any non-substantive changes brought forth tonight and any other changes that any member of the Council may bring forth before sending the Program to the State.
Yeas: 8 - Schoenaydre, Lewis, Wilson, Tastet, Hogan, Cochran, Fletcher and Fisher-Perrier
Nays: 0
Absent: 1 - Benedetto
Enactment No. 15-10-12

Motion Carried
VOTE ON THE PROPOSED ORDINANCE
Yeas: 8 - Schoenaydre, Lewis, Wilson, Tastet, Hogan, Cochran, Fletcher and Fisher-Perrier
Nays: 0
Absent: 1 - Benedetto
Enactment No. 15-10-12

2015-0358

An ordinance to amend the St. Charles Parish Code of Ordinances by adding Chapter 26, the St. Charles Parish Local Coastal Program.
Sponsors: Mr. St. Pierre Jr. and Coastal Zone Management Section
Reported: C.Z.M. Section Recommended: Approval
C.Z.A.C. Recommended: Approval
Public Hearing Requirements Satisfied

A motion was made by Councilmember Hogan, seconded by Councilmember Wilson, that when File No. 2015-0358 is voted on that the Parish Council allows the State the authority to make any non-substantive changes brought forth tonight and any other changes that any member of the Council may bring forth before sending the Program to the State.
Yeas: 8 - Schoenaydre, Lewis, Wilson, Tastet, Hogan, Cochran, Fletcher and Fisher-Perrier
Nays: 0
Absent: 1 - Benedetto
Motion Carried

VOTE ON THE PROPOSED ORDINANCE
Yeas: 8 - Schoenaydre, Lewis, Wilson, Tastet, Hogan, Cochran, Fletcher and Fisher-Perrier
Nays: 0
Absent: 1 - Benedetto
Enactment No. 15-10-13

2015-0359

An ordinance instructing the Parish President to enter into a contract to perform a budgeted task, which he is legally obligated to do, and that it be done within fourteen (14) days following the Council's passing of this ordinance, and that the contract be entered into with Couvillon Group, LLC in the amount of \$29,000 which is the amount the Administration received in a bid it had requested and received and that it utilize the \$30,000 allotted in the 2015 Parish budget to perform the budgeted task of raising and disposing the sunken vessel 'Pretty Boy' from the Soenic Waterway Bayou Des Allemands, and to authorize the employment of Special Legal Counsel to be selected by the Council Chairman for the purpose of 1) taking any and all legal action required on behalf of the St. Charles Parish Council in order to have a court of competent jurisdiction compel the Parish President to perform his legal obligation related to this matter should the Parish President not provide the Council with an executed contract with Couvillon Group, LLC within the time allotted above, and/or 2) to defend the St. Charles Parish Council should the Parish President elect to file suit against the St. Charles Parish Council as a result of the passing of this ordinance or any legal action required as a result of anything having to do with any of the subject matter noted above or contained within the following whereas', and be it known that the St. Charles Parish Council does hereby deem and declared that any part of this ordinance not found to be invalid by an agency or authority shall not invalidate the remaining portions of this ordinance.

Sponsors: Mr. Hogan
Reported: Councilman Hogan Recommended: Approval
Speakers: Mr. Milton Allemand, Hahnville
Public Hearing Requirements Satisfied
Council Discussion

A motion was made by Councilmember Hogan, seconded by Councilmember Fisher-Perrier, to Postpone Indefinitely File No. 2015-0359. The motion carried by the following vote:

Yes: 8 - Schexnaydre, Lewis, Wilson, Tastet, Hogan, Cochran, Fletcher and Fisher-Perrier
Nay: 0
Absent: 1 - Benedetto
Postponed Indefinitely
2015-0256
An ordinance of the Parish of St. Charles, providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Chapter 19 Planning and Development, Article I. In General, Section 19-1. Planning and Zoning Commission, (b), to add term limits on Council appointments to the Planning and Zoning Commission.

Absent: 1 - Benedetto
Enactment No: 6195
2015-0373
A resolution requesting that Senator Gary L. Smith, Jr., and Representative Gregory A. Miller seek to enact a bill in the next Legislative Session to amend the Louisiana Revised Statute 14:95.6 to replace the wording "Firearm-free zone" with new wording as they see fit that would indicate that there may be individuals with guns authorized by law located within the currently restricted areas or that they have Louisiana Revised Statute 14:95.6 repealed in its entirety.

Reported: Councilman Hogan Recommended: Approval
Speakers: Mr. Milton Allmand, Hahnville
Public Hearing Requirements Satisfied
Council Discussion
A motion was made by Councilmember Hogan, seconded by Councilmember Wilson, to Postpone Indefinitely File No. 2015-0256. The motion carried by the following vote:
Yes: 8 - Schexnaydre, Lewis, Wilson, Tastet, Hogan, Cochran, Fletcher and Fisher-Perrier
Nay: 0
Absent: 1 - Benedetto
Postponed Indefinitely

Reported: Councilman Hogan Recommended: Approval
Council Discussion
Chief Administrative Officer Buddy Bose spoke on the matter suggesting the proposed resolution be amended.
Amendment: to amend the proposed resolution in the "SUMMARY" and in the "NOW, THEREFORE, BE IT RESOLVED" Section to change "... Louisiana Revised Statute 14:95.6 to replace the wording "Firearm-free zone" with new wording as they see fit that would indicate that there may be individuals with guns ..." to read "... Louisiana Revised Statute 14:95.6 to indicate that there may be individuals with guns ..."
A motion was made by Councilmember Lewis, seconded by Councilmember Hogan, to Amend File No. 2015-0373. The motion carried by the following vote:
Yes: 8 - Schexnaydre, Lewis, Wilson, Tastet, Hogan, Cochran, Fletcher and Fisher-Perrier
Nay: 0
Absent: 1 - Benedetto

ORDINANCES/RESOLUTIONS WHICH HAVE BEEN TABLED

2015-0294
An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the land use zoning reclassification from C-3 to M-1 on a 21.7 acre portion of land located at 13640 Old Spanish Trail, Bouthe, as requested by TuJack G. Hoover.
Sponsors: Mr. St. Pierre Jr. and Department of Planning & Zoning
File No. 2015-0294 Postponed Indefinitely per Parish Council Rule 8. #6. Ordinances/Resolutions Which Have Been Tabled (shall only appear on two (2) subsequent regular meeting agendas)
Postponed Indefinitely (Council Rule 8)

Amended
2015-0373
A resolution requesting that Senator Gary L. Smith, Jr., and Representative Gregory A. Miller seek to enact a bill in the next Legislative Session to amend the Louisiana Revised Statute 14:95.6 to indicate that there may be individuals with guns authorized by law located within the currently restricted areas or that they have Louisiana Revised Statute 14:95.6 repealed in its entirety.
Sponsors: Mr. Hogan
VOTE ON THE PROPOSED RESOLUTION AS AMENDED
Yes: 8 - Schexnaydre, Lewis, Wilson, Tastet, Hogan, Cochran, Fletcher and Fisher-Perrier
Nay: 0
Absent: 1 - Benedetto
Enactment No: 6196

2015-0330
A resolution providing mandatory supporting authorization for approval of a Special Permit Use for an accessory dwelling unit (ADU) on land zoned R-1A with the condition that all utilities are extended from the primary structure at 11202 River Road, as requested by John M. Cole.
Sponsors: Mr. St. Pierre Jr. and Department of Planning & Zoning
A motion was made by Councilmember Cochran, seconded by Councilmember Tastet, to Remove File No. 2015-0330 from the Table. The motion carried by the following vote:
Yes: 8 - Schexnaydre, Lewis, Wilson, Tastet, Hogan, Cochran, Fletcher and Fisher-Perrier
Nay: 0
Absent: 1 - Benedetto
Removed from the Table

A resolution to authorize the Council Chairman to employ Special Legal Counsel to represent the St. Charles Parish Council to compel the Parish President to perform his legal obligation to enter into a contract to perform a budgeted task, which he is legally obligated to do, to raise and dispose the sunken vessel "Pretty Boy" from the Semic Waterway Bayou Des Allemands and/or to defend the St. Charles Parish Council should the Parish President elect to file suit against the St. Charles Parish Council as a result of anything having to do with anything relative to the sunken vessel "Pretty Boy".
Sponsors: Mr. Hogan
Reported: Councilman Hogan Recommended: Approval
Council Discussion
Chief Administrative Officer Buddy Bose spoke on the matter. Parish President V.J. St. Pierre, Jr., spoke on the matter. Legal Services Director Leon C. Vial, III, spoke on the matter.
Councilwoman Fisher-Perrier requested Point of Order and called for the vote. Councilman Hogan continued to discuss the issue. Chairman Cochran called Councilman Hogan "Out of Order".
Proposed resolution failed for lack of a majority by the following vote:
Yes: 3 - Schexnaydre, Tastet and Hogan
Nay: 5 - Lewis, Wilson, Cochran, Fletcher and Fisher-Perrier
Absent: 1 - Benedetto
Failed

Reported: P & Z Department Recommended: Approval w/ Stipulation Approval with the condition that the utilities extend from the primary structure at 11202 River Road, St. Rose
Planning Commission Recommended: Approval w/ Stipulation Approval with the condition that the utilities extend from the primary structure at 11202 River Road, St. Rose
A motion was made by Councilmember Cochran, seconded by Councilmember Wilson, to open File No. 2015-0330 for public hearing. The motion carried by the following vote:
Yes: 8 - Schexnaydre, Lewis, Wilson, Tastet, Hogan, Cochran, Fletcher and Fisher-Perrier
Nay: 0
Absent: 1 - Benedetto
Public Hearing Opened
Speakers: Mr. Milton Allmand, Hahnville
Ms. Genslyn Doh, St. Rose
Ms. Stephanie Mize, St. Rose
Ms. Jody Berry, St. Rose
Planning & Zoning Director Michael Albert spoke on the matter.
Ms. Patricia Dunn, St. Rose
Mr. John M. Cole, New Orleans
Ms. Mara Acosta, St. Rose
Mr. Harold Berry, St. Rose
Public Hearing Requirements Satisfied
Council Discussion
Mr. Albert spoke on the matter.
Mr. John Cole spoke on the matter.
Proposed resolution failed for lack of a majority by the following vote:
Yes: 0
Nay: 8 - Schexnaydre, Lewis, Wilson, Tastet, Hogan, Cochran, Fletcher and Fisher-Perrier
Absent: 1 - Benedetto
Failed

2015-0261
A resolution to amend the Parish Council Rules to revise Rule 11 to allow for the author of a proposed ordinance and/or proposed resolution to explain its purpose upon being given the floor after its reading by the Council Chairman and to provide for a second opportunity to speak following the discussion of other members.
Sponsors: Mr. Hogan
Council Rule 19. The rules may be repealed, altered, or amended by concurrence of a majority of all Councilmen, but motion for this purpose must be in writing, and lie over for at least one week after introduction before final passage.
Held Over for Final Action on Monday, November 2, 2015

2015-0372
A resolution providing mandatory supporting authorization for approval of a Special Permit Use for an accessory dwelling unit (ADU) on land zoned R-1A with a waiver to the requirement that ADU shall use the electrical service to the primary structure and with the condition that utilities shall remain extended from the primary structure at 320 Wade Street, Luling as requested by Coastal Permitting LLC for James and Gena DeSoto.
Sponsors: Mr. St. Pierre Jr. and Department of Planning & Zoning
Chairman Cochran exited the meeting. In Chairman Cochran's absence, Vice-Chairwoman Fletcher assumed the meeting.
Vice-Chairwoman Fletcher began to read File No. 2015-0372 and was interrupted by Mr. Milton Allmand calling Point of Order in the audience.
Vice-Chairwoman Fletcher called Mr. Allmand Out of Order. Mr. Allmand was dismissed from the Council Chambers.
Vice-Chairwoman Fletcher began to read File No. 2015-0372 again.
Reported: P & Z Department Recommended: Approval w/ Stipulation Approval of the Special Permit Use with the condition that utilities shall remain extended from the primary structure at 320 Wade Street, Luling.
Planning Commission Recommended: Approval w/ Stipulation Approval of the Special Permit Use with the condition that utilities shall remain extended from the primary structure at 320 Wade Street, Luling.
Planning & Zoning Director Michael Albert spoke on the matter requesting Point of Order stating that File No. 2015-0372 is a permitting issue and not a zoning issue, and he believes that the Council is on firm ground to take action on the supporting resolution.
Council Discussion
Mr. Albert spoke on the matter.
Chairman Cochran returned to the meeting.
A motion was made by Councilmember Cochran, seconded by Councilmember Fisher-Perrier, to open File No. 2015-0372 for public hearing. The motion carried by the following vote:
Yes: 8 - Schexnaydre, Lewis, Wilson, Tastet, Hogan, Cochran, Fletcher and Fisher-Perrier
Nay: 0
Absent: 1 - Benedetto
Public Hearing Opened
Speakers: Ms. Julie Hebert, Coastal Permitting, LLC, Luling
Public Hearing Requirements Satisfied
Enactment No: 6193
VOTE ON THE PROPOSED RESOLUTION
Yes: 8 - Schexnaydre, Lewis, Wilson, Tastet, Hogan, Cochran, Fletcher and Fisher-Perrier
Nay: 0
Absent: 1 - Benedetto
Enactment No: 6193
Chairman Cochran assumed the meeting.

APPOINTMENTS
2013-0293
A resolution to appoint a member to the Industrial Development Board.
Councilwoman Fletcher nominated Mr. Kenneth "Kenny" Perrier
Nominations Accepted
Councilwoman Fisher-Perrier explained her reason for abstaining.
A motion was made by Councilmember Wilson, seconded by Councilmember Hogan, to Close Nominations for File No. 2013-0293. The motion carried by the following vote:
Yes: 6 - Lewis, Wilson, Tastet, Hogan, Cochran and Fletcher
Nay: 0
Abstain: 1 - Fisher-Perrier
Absent: 2 - Schexnaydre and Benedetto
Nominations Closed
A motion was made by Councilmember Fletcher, seconded by Councilmember Fisher-Perrier, to adjourn the meeting at approximately 5:04 pm. The motion carried by the following vote:
Yes: 7 - Lewis, Wilson, Tastet, Hogan, Cochran, Fletcher and Fisher-Perrier
Nay: 0
Absent: 2 - Schexnaydre and Benedetto
I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.
Tiffany K. Clark
Council Secretary
Publish November 12th, 2015

2015-0377
A resolution supporting the Land and Water conservation Fund and its benefits for conservation and outdoor recreation.
Sponsors: Mr. St. Pierre Jr. and Coastal Zone Management Section
Reported: C.Z.M. Section Recommended: Approval
Chief Administrative Officer Buddy Bose spoke on the matter.
Amendment: to amend the proposed resolution to add "BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Louisiana Field Delegation."
A motion was made by Councilmember Fletcher, seconded by Councilmember Wilson, to Amend File No. 2015-0377. The motion carried by the following vote:
Yes: 8 - Schexnaydre, Lewis, Wilson, Hogan, Cochran and Fletcher
Nay: 0
Absent: 3 - Tastet, Benedetto and Fisher-Perrier
Amended
2015-0377
A resolution supporting the Land and Water conservation Fund and its benefits for conservation and outdoor recreation.
Sponsors: Mr. St. Pierre Jr. and Coastal Zone Management Section
VOTE ON THE PROPOSED RESOLUTION AS AMENDED
Yes: 7 - Schexnaydre, Lewis, Wilson, Tastet, Hogan, Cochran and Fletcher
Nay: 0
Absent: 2 - Benedetto and Fisher-Perrier
Enactment No: 6194

ADJOURNMENT
A motion was made by Councilmember Fletcher, seconded by Councilmember Fisher-Perrier, to adjourn the meeting at approximately 5:04 pm. The motion carried by the following vote:
Yes: 7 - Lewis, Wilson, Tastet, Hogan, Cochran, Fletcher and Fisher-Perrier
Nay: 0
Absent: 2 - Schexnaydre and Benedetto
I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.
Tiffany K. Clark
Council Secretary
Publish November 12th, 2015

2015-0379
A resolution to grant permission to the Knights of Columbus, Red Church Council No. 3634, 375 Spruce Street, Norco, LA, 70079, to solicit contributions at the intersections of I-310 and River Road (Hwy 48) by the Eastbank Bridge Park, Ormond Boulevard and Airline Drive (U.S. 61), Ormond Boulevard and River Road, Graud's Grocery Store on Apple Street, Winn Dixie at 12519 Airline Drive (U.S. 61), Destrehan, and River Road Market at 13572 River Road, Destrehan on October 23rd and 24th, 2015, between the hours of 9:00 A.M. and 7:00 P.M.
Sponsors: Ms. Fletcher
Reported: Councilwoman Fletcher Recommended: Approval
VOTE ON THE PROPOSED RESOLUTION
Yes: 8 - Schexnaydre, Lewis, Wilson, Tastet, Hogan, Cochran, Fletcher and Fisher-Perrier
Nay: 0

2015-0374
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)
ORDINANCE NO. 15-11-4
An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the land use zoning reclassification of a 130,690 square feet portion of Section 43 in T12S/R21E (North of Willowdale Subdivision) from R1-A to O-L as shown on a plat by Danny Hebert, dated June 12, 2015, as requested by Houston Energy.
WHEREAS, the property owner requests rezoning the property from R1-A to O-L; and,
WHEREAS, the St. Charles Parish Planning and Zoning Department recommended denial of this request; and,
WHEREAS, the St. Charles Parish Planning and Zoning Commission recommended approval of the request at its regular meeting of October 8, 2015.
THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. St. Charles Parish does hereby approve an ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the land use zoning reclassification of a 130,690 square feet portion of Section 43 in T12S/R21E (North of Willowdale Subdivision) from R1-A to O-L as shown on a plat by Danny Hebert, dated June 12, 2015, as requested by Houston Energy.
SECTION II. That the St. Charles Parish Department of Planning & Zoning is authorized to amend the official St. Charles Parish Zoning Map to reflect this reclassification from R1-A to O-L as shown on a plat by Danny Hebert, dated June 12, 2015, as requested by Houston Energy.
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
YEAS: SCHEXNAYDRE, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: LEWIS
And the ordinance was declared adopted this 2nd day of November, 2015 to become effective five (5) days after publication in the Official Journal.
CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 5:44 pm RECD BY: [Signature]

2015-0374
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)
ORDINANCE NO. 15-11-3
An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the land use zoning reclassification from C-2 to R-3 on Lot Z1-A in front of Ormond Meadows Subdivision, located at 14194 River Road, Destrehan, as requested by Airianzo Wells.
WHEREAS, the property owner, Airianzo Wells, requests rezoning the property from C-2 to R-3; and,
WHEREAS, the St. Charles Parish Planning and Zoning Department recommended approval of the request; and,
WHEREAS, the St. Charles Parish Planning and Zoning Commission recommended approval of the request at its regular meeting of October 8, 2015.
THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, to approve a change in land use zoning classification from C-2 to R-3 on Lot Z1-A in front of Ormond Meadows Subdivision, located at 14194 River Road, Destrehan, as requested by Airianzo Wells.
SECTION II. That the St. Charles Parish Department of Planning & Zoning is authorized to amend the official St. Charles Parish Zoning Map to reflect this reclassification from C-2 to R-3 on Lot Z1-A in front of Ormond Meadows Subdivision, located at 14194 River Road, Destrehan, as requested by Airianzo Wells.
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
YEAS: SCHEXNAYDRE, WILSON, TASTET, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: LEWIS
And the ordinance was declared adopted this 2nd day of November, 2015 to become effective five (5) days after publication in the Official Journal.
CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 5:44 pm RECD BY: [Signature]

2015-0374
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)
ORDINANCE NO. 15-11-5
An ordinance authorizing St. Charles Parish to enter into an Assignment of Flood Closure Structure Operation and Maintenance, WBV-75 with the Coastal Protection and Restoration Authority for the West Bank and Vicinity, New Orleans, Louisiana Hurricane Project, WBV-75, Western Tie-In BNSF Railroad Crossing, St. Charles Parish, Louisiana.
WHEREAS, on June 21, 2011, the Office of Coastal Protection and Restoration executed a certain Flood Closure Structure Construction and Maintenance Agreement with BNSF Railway Company in order to construct, operate and maintain a hurricane protection floodgate and appurtenances for the West Bank and Vicinity, New Orleans, Louisiana Hurricane Project, WBV-75, Western Tie-In BNSF Railroad Crossing, St. Charles Parish, Louisiana (Project); and,
WHEREAS, on June 21, 2011, the Office of Coastal Protection and Restoration entered into an Easement Agreement for the West Bank & Vicinity, Louisiana Project, St. Charles Parish, Louisiana (G&M Agreement), which allowed the installation of railroad floodgates across the BNSF Railway's property, being constructed in accordance with the Flood Closure Structure Construction and Maintenance Agreement; and,
WHEREAS, in accordance with the La. R.S. 38:101(C), upon completion of the construction of hurricane protection projects, the operation and maintenance of the hurricane protection system is to be transferred to the local governments; and,
WHEREAS, pursuant to Article V, Section 13(b) of the Flood Closure Structure Construction and Maintenance Agreement, the term and conditions of the flood gates operations and maintenance shall be assumed by St. Charles Parish upon completion; and,
WHEREAS, the Project is now complete, and the Coastal Protection and Restoration Authority of Louisiana wishes to enter into an Assignment of Flood Closure Structure Operation and Maintenance, WBV-75 (Assignment) per letter dated August 24, 2015; and,
WHEREAS, the Assignment would transfer from the Coastal Protection and Restoration Authority all of its rights under the Flood Closure Structure Construction and Maintenance Agreement and the Easement Agreement to St. Charles Parish.
THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. There is hereby a public need for St. Charles Parish to enter into the Assignment of Flood Closure Structure Operation and Maintenance, WBV-75 to operate and maintain said flood structures.
SECTION II. That St. Charles Parish does hereby assume all of the Coastal Protection and Restoration Authority's duties and obligations under the Flood Closure Structure Construction and Maintenance Agreement and the Easement Agreement for the West Bank and Vicinity, New Orleans, Louisiana Hurricane Project, WBV-75, Western Tie-In BNSF Railroad Crossing, St. Charles Parish, Louisiana.
SECTION III. That the Parish President is hereby authorized to execute any and all documents necessary to complete said Assignment of Flood Closure Structure Operation and Maintenance, WBV-75.
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
YEAS: SCHEXNAYDRE, WILSON, TASTET, BENEDETTO, HOGAN, FLETCHER, FISHER-PERRIER
NAYS: COCHRAN
ABSENT: LEWIS

2015-0374
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)
ORDINANCE NO. 15-11-2
An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the land use zoning reclassification from C-2 to R-3 on Lot Z1-A in front of Ormond Meadows Subdivision, located at 14194 River Road, Destrehan, as requested by Airianzo Wells.
WHEREAS, the property owner, Airianzo Wells, requests rezoning the property from C-2 to R-3; and,
WHEREAS, the St. Charles Parish Planning and Zoning Department recommended approval of the request; and,
WHEREAS, the St. Charles Parish Planning and Zoning Commission recommended approval of the request at its regular meeting of October 8, 2015.
THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, to approve a change in land use zoning classification from C-2 to R-3 on Lot Z1-A in front of Ormond Meadows Subdivision, located at 14194 River Road, Destrehan, as requested by Airianzo Wells.
SECTION II. That the Parish President is hereby authorized to execute any and all documents necessary to complete said Assignment of Flood Closure Structure Operation and Maintenance, WBV-75.
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
YEAS: SCHEXNAYDRE, WILSON, TASTET, BENEDETTO, HOGAN, FLETCHER, FISHER-PERRIER
NAYS: COCHRAN
ABSENT: LEWIS

2015-0374
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)
ORDINANCE NO. 15-11-2
An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the land use zoning reclassification from C-2 to R-3 on Lot Z1-A in front of Ormond Meadows Subdivision, located at 14194 River Road, Destrehan, as requested by Airianzo Wells.
WHEREAS, the property owner, Airianzo Wells, requests rezoning the property from C-2 to R-3; and,
WHEREAS, the St. Charles Parish Planning and Zoning Department recommended approval of the request; and,
WHEREAS, the St. Charles Parish Planning and Zoning Commission recommended approval of the request at its regular meeting of October 8, 2015.
THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, to approve a change in land use zoning classification from C-2 to R-3 on Lot Z1-A in front of Ormond Meadows Subdivision, located at 14194 River Road, Destrehan, as requested by Airianzo Wells.
SECTION II. That the Parish President is hereby authorized to execute any and all documents necessary to complete said Assignment of Flood Closure Structure Operation and Maintenance, WBV-75.
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
YEAS: SCHEXNAYDRE, WILSON, TASTET, BENEDETTO, HOGAN, FLETCHER, FISHER-PERRIER
NAYS: COCHRAN
ABSENT: LEWIS

2015-0374
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)
ORDINANCE NO. 15-11-4
An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the land use zoning reclassification of a 130,690 square feet portion of Section 43 in T12S/R21E (North of Willowdale Subdivision) from R1-A to O-L as shown on a plat by Danny Hebert, dated June 12, 2015, as requested by Houston Energy.
WHEREAS, the property owner requests rezoning the property from R1-A to O-L; and,
WHEREAS, the St. Charles Parish Planning and Zoning Department recommended denial of this request; and,
WHEREAS, the St. Charles Parish Planning and Zoning Commission recommended approval of the request at its regular meeting of October 8, 2015.
THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. St. Charles Parish does hereby approve an ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the land use zoning reclassification of a 130,690 square feet portion of Section 43 in T12S/R21E (North of Willowdale Subdivision) from R1-A to O-L as shown on a plat by Danny Hebert, dated June 12, 2015, as requested by Houston Energy.
SECTION II. That the St. Charles Parish Department of Planning & Zoning is authorized to amend the official St. Charles Parish Zoning Map to reflect this reclassification from R1-A to O-L as shown on a plat by Danny Hebert, dated June 12, 2015, as requested by Houston Energy.
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
YEAS: SCHEXNAYDRE, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: LEWIS
And the ordinance was declared adopted this 2nd day of November, 2015 to become effective five (5) days after publication in the Official Journal.
CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 5:44 pm RECD BY: [Signature]

2015-0374
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)
ORDINANCE NO. 15-11-4
An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the land use zoning reclassification of a 130,690 square feet portion of Section 43 in T12S/R21E (North of Willowdale Subdivision) from R1-A to O-L as shown on a plat by Danny Hebert, dated June 12, 2015, as requested by Houston Energy.
WHEREAS, the property owner requests rezoning the property from R1-A to O-L; and,
WHEREAS, the St. Charles Parish Planning and Zoning Department recommended denial of this request; and,
WHEREAS, the St. Charles Parish Planning and Zoning Commission recommended approval of the request at its regular meeting of October 8, 2015.
THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. St. Charles Parish does hereby approve an ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the land use zoning reclassification of a 130,690 square feet portion of Section 43 in T12S/R21E (North of Willowdale Subdivision) from R1-A to O-L as shown on a plat by Danny Hebert, dated June 12, 2015, as requested by Houston Energy.
SECTION II. That the St. Charles Parish Department of Planning & Zoning is authorized to amend the official St. Charles Parish Zoning Map to reflect this reclassification from R1-A to O-L as shown on a plat by Danny Hebert, dated June 12, 2015, as requested by Houston Energy.
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
YEAS: SCHEXNAYDRE, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: LEWIS
And the ordinance was declared adopted this 2nd day of November, 2015 to become effective five (5) days after publication in the Official Journal.
CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
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2015-0374
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)
ORDINANCE NO. 15-11-4
An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the land use zoning reclassification of a 130,690 square feet portion of Section 43 in T12S/R21E (North of Willowdale Subdivision) from R1-A to O-L as shown on a plat by Danny Hebert, dated June 12, 2015, as requested by Houston Energy.
WHEREAS, the property owner requests rezoning the property from R1-A to O-L; and,
WHEREAS, the St. Charles Parish Planning and Zoning Department recommended denial of this request; and,
WHEREAS, the St. Charles Parish Planning and Zoning Commission recommended approval of the request at its regular meeting of October 8, 2015.
THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. St. Charles Parish does hereby approve an ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the land use zoning reclassification of a 130,690 square feet portion of Section 43 in T12S/R21E (North of Willowdale Subdivision) from R1-A to O-L as shown on a plat by Danny Hebert, dated June 12, 2015, as requested by Houston Energy.
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The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
YEAS: SCHEXNAYDRE, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: LEWIS
And the ordinance was declared adopted this 2nd day of November, 2015 to become effective five (5) days after publication in the Official Journal.
CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
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2015-0374
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)
ORDINANCE NO. 15-11-4
An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the land use zoning reclassification of a 130,690 square feet portion of Section 43 in T12S/R21E (North of Willowdale Subdivision) from R1-A to O-L as shown on a plat by Danny Hebert, dated June 12, 2015, as requested by Houston Energy.
WHEREAS, the property owner requests rezoning the property from R1-A to O-L; and,
WHEREAS, the St. Charles Parish Planning and Zoning Department recommended denial of this request; and,
WHEREAS, the St. Charles Parish Planning and Zoning Commission recommended approval of the request at its regular meeting of October 8, 2015.
THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. St. Charles Parish does hereby approve an ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the land use zoning reclassification of a 130,690 square feet portion of Section 43 in T12S/R21E (North of Willowdale Subdivision) from R1-A to O-L as shown on a plat by Danny Hebert, dated June 12, 2015, as requested by Houston Energy.
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The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
YEAS: SCHEXNAYDRE, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: LEWIS
And the ordinance was declared adopted this 2nd day of November, 2015 to become effective five (5) days after publication in the Official Journal.
CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 5:44 pm RECD BY: [Signature]

2015-0374
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)
ORDINANCE NO. 15-11-4
An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the land use zoning reclassification of a 130,690 square feet portion of Section 43 in T12S/R21E (North of Willowdale Subdivision) from R1-A to O-L as shown on a plat by Danny Hebert, dated June 12, 2015, as requested by Houston Energy.
WHEREAS, the property owner requests rezoning the property from R1-A to O-L; and,
WHEREAS, the St. Charles Parish Planning and Zoning Department recommended denial of this request; and,
WHEREAS, the St. Charles Parish Planning and Zoning Commission recommended approval of the request at its regular meeting of October 8, 2015.
THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. St. Charles Parish does hereby approve an ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the land use zoning reclassification of a 130,690 square feet portion of Section 43 in T12S/R21E (North of Willowdale Subdivision) from R1-A to O-L as shown on a plat by Danny Hebert, dated June 12, 2015, as requested by Houston Energy.
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The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
YEAS: SCHEXNAYDRE, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: LEWIS
And the ordinance was declared adopted this 2nd day of November, 2015 to become effective five (5) days after publication in the Official Journal.
CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 5:44 pm RECD BY: [Signature]

2015-0374
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)
ORDINANCE NO. 15-11-4
An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the land use zoning reclassification of a 130,690 square feet portion of Section 43 in T12S/R21E (North of Willowdale Subdivision) from R1-A to O-L as shown on a plat by Danny Hebert, dated June 12, 2015, as requested by Houston Energy.
WHEREAS, the property owner requests rezoning the property from R1-A to O-L; and,
WHEREAS, the St. Charles Parish Planning and Zoning Department recommended denial of this request; and,
WHEREAS, the St. Charles Parish Planning and Zoning Commission recommended approval of the request at its regular meeting of October 8, 2015.
THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. St. Charles Parish does hereby approve an ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the land use zoning reclassification of a 130,690 square feet portion of Section 43 in T12S/R21E (North of Willowdale Subdivision) from R1-A to O-L as shown on a plat by Danny Hebert, dated June 12, 2015, as requested by Houston Energy.
SECTION II. That the St. Charles Parish Department of Planning & Zoning is authorized to amend the official St. Charles Parish Zoning Map to reflect this reclassification from R1-A to O-L as shown on a plat by Danny Hebert, dated June 12, 2015, as requested by Houston Energy.
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
YEAS: SCHEXNAYDRE, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: LEWIS
And the ordinance was declared adopted this 2nd day of November, 2015 to become effective five (5) days after publication in the Official Journal.
CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 5:44 pm RECD BY: [Signature]

2015-0374
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)
ORDINANCE NO. 15-11-4
An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the land use zoning reclassification of a 130,690 square feet portion of Section 43 in T12S/R21E (North of Willowdale Subdivision) from R1-A to O-L as shown on a plat by Danny Hebert, dated June 12, 2015, as requested by Houston Energy.
WHEREAS, the property owner requests rezoning the property from R1-A to O-L; and,
WHEREAS, the St. Charles Parish Planning and Zoning Department recommended denial of this request; and,
WHEREAS, the St. Charles Parish Planning and Zoning Commission recommended approval of the request at its regular meeting of October 8, 2015.
THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. St. Charles Parish does hereby approve an ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the land use zoning reclassification of a 130,690 square feet portion of Section 43 in T12S/R21E (North of Willowdale Subdivision) from R1-A to O-L as shown on a plat by Danny Hebert, dated June 12, 2015, as requested by Houston Energy.
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The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
YEAS: SCHEXNAYDRE, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: LEWIS
And the ordinance was declared adopted this 2nd day of November, 2015 to become effective five (5) days after publication in the Official Journal.
CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 5:44 pm RECD BY: [Signature]

2015-0374
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)
ORDINANCE NO. 15-11-4
An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the land use zoning reclassification of a 130,690 square feet portion of Section 43 in T12S/R21E (North of Willowdale Subdivision) from R1-A to O-L as shown on a plat by Danny Hebert, dated June 12, 2015, as requested by Houston Energy.
WHEREAS, the property owner requests rezoning the property from R1-A to O-L; and,
WHEREAS, the St. Charles Parish Planning and Zoning Department recommended denial of this request; and,
WHEREAS, the St. Charles Parish Planning and Zoning Commission recommended approval of the request at its regular meeting of October 8, 2015.
THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. St. Charles Parish does hereby approve an ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the land use zoning reclassification of a 130,690 square feet portion of Section 43 in T12S/R21E (North of Willowdale Subdivision) from R1-A to O-L as shown on a plat by Danny Hebert, dated June 12, 2015, as requested by Houston Energy.
SECTION II. That the St. Charles Parish Department of Planning & Zoning is authorized to amend the official St. Charles Parish Zoning Map to reflect this reclassification from R1-A to O-L as shown on a plat by Danny Hebert, dated June 12, 2015, as requested by Houston Energy.
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
YEAS: SCHEXNAYDRE, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: LEWIS
And the ordinance was declared adopted this 2nd day of November, 2015 to become effective five (5) days after publication in the Official Journal.
CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 5:44 pm RECD BY: [Signature]

2015-0374
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)
ORDINANCE NO. 15-11-4

And the ordinance was declared adopted this 2nd day of November, 2015, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 5:44pm RECD BY: [Signature]

State of Louisiana

Parish of St. Charles

ASSIGNMENT OF FLOOD CLOSURE STRUCTURE OPERATION AND MAINTENANCE WBV-75

This ASSIGNMENT is made on this day of 2015 by and between the State of Louisiana, through the Coastal Protection and Restoration Authority (herein referred to as "Assignor"), and Parish of St. Charles, Louisiana (herein referred to as "Assignee").

WHEREAS, on or about June 21, 2011, Assignor, through its predecessor, the Office of Coastal Protection and Restoration, executed a certain Flood Closure Structure Construction and Maintenance Agreement (herein sometimes referred to as "Agreement") with BNSF Railway Company (herein sometimes referred to as "Railroad") for the purpose of constructing, operating and maintaining a hurricane protection floodgate and appurtenances for the West Bank and Vicinity New Orleans, Louisiana Hurricane protection project, WBV-75, Western Tie-In Railroad Crossing at BNSF Railroad, St. Charles Parish, Louisiana (herein sometimes referred to as "C&M Agreement")...

WHEREAS, in conjunction with said C&M Agreement, on or about June 21, 2011, Assignor and Railroad entered into an Easement Agreement entitled Easement Agreement for West Bank and Vicinity, Louisiana Project, St. Charles Parish, Louisiana, WBV-75, Western Tie-In Railroad Crossing at BNSF Railway (herein sometimes referred to as "Easement Agreement")...

WHEREAS, the flood gates have been constructed in accordance with said C&M Agreement; and

WHEREAS, the C&M Agreement sets forth the terms and conditions under which the flood gates will be operated and maintained; and

WHEREAS, pursuant to Article V, Section 13(b) of the C&M Agreement and La. R.S. 38:101(C), the responsibility for the maintenance and operation of the hurricane protection system of said Project shall be assumed by St. Charles Parish; and

WHEREAS, CPRA desires to assign to St. Charles Parish all of its rights under such C&M Agreement and Easement Agreement;

NOW THEREFORE, for and in consideration of the obligations contained herein and in that certain Project Partnership Agreement entered into between Assignor and the United States Army Corps of Engineers dated November 6, 2008, and in accordance with La. R.S. 38:101(C), Assignor has assigned, transferred, and conveyed and by these present does hereby assign, transfer, and convey unto Assignee all of Assignor's rights, title and interest in, to and under the C&M Agreement and the Easement Agreement.

Assignee hereby assumes all of Assignor's duties and obligations under said Agreement, including but not limited to the operation and maintenance of said Project.

Assignee agrees to adhere to the Standards Closure Structure Operation as enumerated in Exhibit I to the original Agreement, and attached hereto as Exhibit B.

This Assignment is subject to the rights of any third parties in the Property, including the Union Pacific Railroad Company, under that certain Use and Management Agreement dated September 1, 2000, affecting Railroad's property. In accordance with Article V(20) of the Agreement, Union Pacific Railroad Company, shall be a third party beneficiary of this Assignment.

This Assignment shall be binding upon the Parties and shall inure to the benefit of Assignee and its successors, transferees and assigns.

THIS DONE, PASSED AND SIGNED BY Assignor on this day of 2015 in Louisiana, in the presence of the undersigned competent witnesses, who have hereto signed their names, together with me, Notary Public, after due reading of the whole.

Witnesses: Assignor: Kyle Graham, Executive Director Coastal Protection and Restoration Authority

Notary Public Name: Notary Identification No.: My commission expires:

Accepted by the St. Charles Parish, Louisiana. Accepted on this 4th day of November, 2015 in Hahnville, Louisiana, in the presence of the undersigned competent witnesses, who have accepted and signed their names, together with me, Notary Public, after due reading of the whole.

Witnesses: Assignee: [Signatures] Print Name: [Names] [Title] St. Charles Parish Government

Sworn to and subscribed before me this 4th day of Nov., 2015, in Hahnville, St. Charles Parish, Louisiana. Notary Public Name: Leon C. Vial III Notary Identification No.: 58825 My commission expires: 11/03/17

2015-0375 INTRODUCED BY: V. J. ST. PIERRE, JR., PARISH PRESIDENT (DEPARTMENT OF PUBLIC WORKS) ORDINANCE NO. 15-11-6

An ordinance authorizing St. Charles Parish to enter into an Assignment of Contract Covering Flood Gates and Levee Near Ama, St. Charles Parish, Louisiana, WBV-77 with the Coastal Protection and Restoration Authority for the WBV-77 (Western Tie-In) West Bank and Vicinity, Louisiana Project.

WHEREAS, on July 13, 2011, the Office of Coastal Protection and Restoration executed a certain Contract Covering Flood Gates and Levee Near Ama, St. Charles Parish, Louisiana with Union Pacific Railroad Company in order to construct, operate and maintain a hurricane protection floodgate and appurtenances for the WBV-77 (Western Tie-In) West Bank and Vicinity, Louisiana Project (Project); and

WHEREAS, in accordance with the La. R.S. 38:101(C), upon completion of the construction of hurricane protection projects, the operation and maintenance of the hurricane protection system is to be transferred to the local governments; and

WHEREAS, pursuant to Article V, Section 13(b) of the Flood Closure Structure Construction and Maintenance Agreement, the term and conditions of the flood gates operations and maintenance shall be assumed by St. Charles Parish upon completion; and

WHEREAS, the Project is now complete, and the Coastal Protection and Restoration Authority of Louisiana wishes to enter into an Assignment of Contract Covering Flood Gates and Levee Near Ama, St. Charles Parish, Louisiana, WBV-77 (Assignment) per letter dated August 24, 2015; and, the Assignment would transfer from the Coastal Protection and Restoration Authority all of its rights under the Contract Covering Flood Gates and Levee Near Ama, St. Charles Parish, Louisiana to St. Charles Parish.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS: SECTION I. There is hereby a public need for St. Charles Parish to enter into the Assignment of Contract Covering Flood Gates and Levee Near Ama, St. Charles Parish, Louisiana, WBV-77 to operate and maintain said flood structures.

SECTION II. That St. Charles Parish does hereby assume all of the Coastal Protection and Restoration Authority's duties and obligations under the Contract Covering Flood Gates and Levee Near Ama, St. Charles Parish, Louisiana for the WBV-77 (Western Tie-In) West Bank and Vicinity, Louisiana Project.

SECTION III. That the Parish President is hereby authorized to execute any and all documents necessary to complete said Assignment of Contract Covering Flood Gates and Levee Near Ama, St. Charles Parish, Louisiana, WBV-77.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows: YEAS: SCHEXNAYDRE, WILSON, TASTET, BENEDETTO, HOGAN, FLETCHER, FISHER-PERRIER

And the ordinance was declared adopted this 2nd day of November, 2015, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 5:44pm RECD BY: [Signature]

State of Louisiana

Parish of St. Charles

ASSIGNMENT OF CONTRACT COVERING FLOOD GATES AND LEVEE NEAR AMA, ST. CHARLES PARISH, LOUISIANA WBV-77

This ASSIGNMENT is made on this day of 2015 by and between the State of Louisiana, through the Coastal Protection and Restoration Authority (herein referred to as "Assignor"), and Parish of St. Charles, Louisiana (herein referred to as "Assignee").

WHEREAS, on or about July 13, 2011, Assignor, through its predecessor, the Office of Coastal Protection and Restoration, entered into a certain Contract Covering Flood Gates and Levee Near Ama, St. Charles Parish, Louisiana (herein sometimes referred to as "Agreement") with Union Pacific Railroad Company (herein referred to as "Railroad")...

WHEREAS, in conjunction with said Agreement, on or about July 12, 2011, Assignor and Railroad entered into a Servitude for Levee and Flood Gates (herein sometimes referred to as "Servitude") for the purpose of constructing, keeping, using, operating, maintaining, repairing, reconstructing and/or replacing a flood control levee and flood control gate on Railroad's Property...

WHEREAS, the Project included constructing and installing railroad flood gates across Milepost 19.20 on Railroad's Livonia Subdivision, more particularly described in the above cited Exhibits A-1 and A-2; and

WHEREAS, the flood gates have been constructed in accordance with the Agreement; and

WHEREAS, the Agreement sets forth the terms and conditions under which the flood gates will be operated and maintained; and

WHEREAS, pursuant to Section 4(D) of the Agreement, CPRA desires to assign all of its rights under said Agreement to St. Charles Parish;

NOW THEREFORE, for and in consideration of the obligations contained herein and in that certain Project Partnership Agreement entered into between Assignor and the United States Army Corps of Engineers dated November 6, 2008, and in accordance with La. R.S. 38:101(C), Assignor has assigned, transferred, and conveyed and by these present does hereby assign, transfer, and convey unto Assignee all of Assignor's rights, title and interest in, to and under Contract Covering Flood Gates and Levee Near Ama, St. Charles Parish, Louisiana.

Assignee hereby assumes all of Assignor's duties and obligations under said Contract Covering Flood Gates and Levee Near Ama, St. Charles Parish, Louisiana, including but not limited to the operation and maintenance of said Project. Assignee shall coordinate with Railroad for the testing, maintenance and drill of the Flood Gate in accordance with the terms of the Agreement.

Assignee further agrees to adhere to the Standards for Railroad Flood Gates Closure and Reopening as enumerated in Exhibit B to the Agreement, and attached hereto as Exhibit B.

In accordance with Section 4(D), of the Agreement, Union Pacific Railroad Company shall be a third party beneficiary of this Assignment.

This Assignment shall be binding upon the Parties and shall inure to the benefit of Assignee and its successors, transferees and assigns.

THIS DONE, PASSED AND SIGNED BY Assignor on this day of 2015 in Louisiana, in the presence of the undersigned competent witnesses, who have hereto signed their names, together with me, Notary Public, after due reading of the whole.

Witnesses: Assignor: Kyle Graham, Executive Director Coastal Protection and Restoration Authority

Notary Public Name: Notary Identification No.: My commission expires:

Accepted by St. Charles Parish: Accepted on this 4th day of November, 2015 in Hahnville, Louisiana, in the presence of the undersigned competent witnesses, who have accepted and signed their names, together with me, Notary Public, after due reading of the whole.

Witnesses: Assignee: [Signatures] Print Name: [Names] [Title] St. Charles Parish

Sworn to and subscribed before me this 4th day of Nov., 2015, in Hahnville, St. Charles Parish, Louisiana. Notary Public Name: Leon C. Vial III Notary Identification No.: 58825 My commission expires: not death

2015-0380 INTRODUCED BY: V. J. ST. PIERRE, JR., PARISH PRESIDENT (DEPARTMENT OF LEGAL SERVICES) ORDINANCE NO. 15-11-7

An ordinance to declaring the intent of St. Charles Parish to acquire full ownership in Lot 7, Square 13, New Sarpy Subdivision, pursuant to LSA-R.S. 47:2236, which has been adjudicated to St. Charles Parish in the name of the Louise Delewan wife of Vernon Jones for the non-payment of property taxes and to provide for related matters.

WHEREAS, LSA-R.S. 47:2236 authorizes a parish to declare by ordinance duly enacted after public promulgation, its intention to acquire full ownership in property that has been adjudicated to a political subdivision for the non-payment of property taxes; and

WHEREAS, Lot 7, Square 13, New Sarpy Subdivision was adjudicated to St. Charles Parish for the non-payment of 1994 taxes in the name of the Louise D. Jones, a per tax sale deed registered at COB 406, folio 384, page 405, recorded on July 5, 1995; and

WHEREAS, pursuant to LSA-R.S. 47:2236, upon passage, this ordinance shall be filed with the Recorder of Mortgages and within 30 days written notice regarding the acquisition shall be sent to all tax sale parties whose interest herein will be terminated; and

WHEREAS, if the property has not been redeemed within the applicable time frame as set forth in the statute, St. Charles Parish shall acquire full ownership and shall file notice in the conveyance records indicating same along with an Affidavit as is required by LSA-47:2236(E) and 47:2236(F).

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS: SECTION I. That St. Charles Parish intends to acquire full ownership in Lot 7, Square 13, New Sarpy Subdivision.

SECTION II. That St. Charles Parish shall send notice to all tax sale parties and after any and all applicable time delays have passed pursuant to LSA-R.S. 47:2236 and the property has not been redeemed, St. Charles Parish shall file notice in the conveyance records indicating ownership of said property along with an Affidavit as is required by LSA-47:2236(E) and 47:2236(F).

SECTION III. That the Parish President is authorized to sign any and all documents required to carry out the provisions of this ordinance.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows: YEAS: SCHEXNAYDRE, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER

And the ordinance was declared adopted this 2nd day of November, 2015, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 5:44pm RECD BY: [Signature]

2015-0384 INTRODUCED BY: V. J. ST. PIERRE, JR., PARISH PRESIDENT (DEPARTMENT OF PLANNING & ZONING) ORDINANCE NO. 15-11-8

An ordinance to approve and authorize the execution of an Easement, Servitude, and Right-of-Way Agreement with Burgess Properties, LLC for construction of the LaBranche Salinity Control Structure.

WHEREAS, St. Charles Parish entered into a Cooperative Endeavor Agreement with the Coalition to Restore Coastal Louisiana to construct the LaBranche Salinity Control Structure in Ordinance 15-8-10; and

WHEREAS, the construction of the project requires an Easement, Servitude, and Right-of-Way Agreements from the land owners of the area.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS: SECTION I. That St. Charles Parish does hereby approve ordinance to authorize the execution of an Easement, Servitude and Right-of-Way Agreement with Burgess Properties, LLC for construction of the LaBranche Salinity Control Structure.

SECTION II. That the Parish President is hereby authorized to execute said Easement, Servitude and Right-of-Way Agreement on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows: YEAS: SCHEXNAYDRE, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER

NAYS: NONE ABSENT: LEWIS

And the ordinance was declared adopted this 2nd day of November, 2015, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 5:44pm RECD BY: [Signature]

EASEMENT, SERVITUDE AND RIGHT-OF-WAY AGREEMENT LABRANCHE WETLANDS SALINITY CONTROL STRUCTURE ST. CHARLES PARISH, LOUISIANA

PARISH OF ST. CHARLES §

THIS AGREEMENT, made and entered into this day of 2015, by and between: Burgess Properties, LLC, herein represented by Michael W. Burgess, its Managing Member, whose address is 788 Corduroy Lane, Atlanta, GA 30312 hereinafter called the "GRANTOR", as owner of the below described property; and

The Parish of Saint Charles herein represented by and appearing as follows through:

The St. Charles Parish Government ("SCPG"), as authorized and directed by the policy of the St. Charles Parish Government ("SCPG"), herein represented by and appearing through the Parish President of the SCPG, a domiciled in St. Charles Parish, Louisiana, with offices located at 15045 River Road, Hahnville, Louisiana, 70057, and whose mailing address is P.O. Box 302, Hahnville, Louisiana, 70057-0302;

The above mentioned hereinafter collectively referred to as "Parish".

WITNESSETH: For and in consideration of the promises and undertakings by PARISH to GRANTOR herein, and further for other good and valuable consideration, including the potential benefits to GRANTOR'S lands resulting from the hereinafter described Project, the receipt and adequacy of which are hereby acknowledged, GRANTOR hereby grants unto PARISH, its successors, assigns or transferees, the temporary rights-of-way, servitudes, and easements (hereinafter called "the Agreement"), together with the right to enter in, on, and over GRANTOR'S property interest, for integrated coastal protection purposes as defined in La. R.S. 49:214.2(10) as part of the LaBranche Wetlands Salinity Control Structure (hereinafter called "the Project"), located in, on, and over GRANTOR'S undivided property interest. The Project will be publicly funded and shall be located on the following described property interest, including expressly, but not limited to, any interest in lands or water-covered lands which might be owned by GRANTOR (hereinafter called "said Lands"), to-wit:

The Lands subject to this Servitude is that portion of the land belonging to owner(s) as shown on Exhibit A, attached hereto and made a part hereof.

GRANTOR hereby warrants that GRANTOR understands the Project and accepts any and all impacts to said Lands resulting from construction and implementation of the Project.

I. This Agreement grants the rights to enter said Lands, (further identified on Exhibits A and A-1, attached hereto), to perform construction, operation, modification, monitoring, maintenance, and such other activities described on Exhibit B, (attached hereto), necessary to complete the Project.

II. PARISH agrees to give reasonable notice to GRANTOR prior to initiation of access to the said Lands for the purpose of implementing, constructing, operating, modifying, monitoring and maintaining the Project. Access to the project area will be made via water and the contractor will not be allowed to work on or from the land. All work will be performed from the water.

III. To the extent permitted by Louisiana law, PARISH shall, indemnify, and hold harmless GRANTOR against and from all costs, expenses, claims, demands, penalties, suits, fines, and actions of any kind and nature arising from the Project and caused by the actions and fault of PARISH or its agents, employees, contractors, successors, assigns and transferees, including any court costs and reasonable and actual litigation expenses and attorneys' fees. However, nothing herein shall be construed as indemnifying or holding GRANTOR or any third person not a party hereto harmless against its own fault or negligence or that of its agents, employees, contractors, successors, assigns and transferees. Should work on said Lands be performed via contract, PARISH shall ensure that the contractor lists GRANTOR as additional insured on any policies carried by the contractor, including completed operations coverage. The PARISH acknowledges, declares and stipulates that GRANTOR has provided this Agreement at no cost to the PARISH under the provisions of La. R.S. 49:214.6.10 C, as amended by 2010 Acts No. 734. This clause shall survive the term of this agreement.

IV. PARISH shall be responsible for repair in like manner of any fences, bridges, roads, and other similar facilities and appurtenances located on said Lands which may be damaged or destroyed by PARISH, or its designees while on said Lands, but such repair shall be to that condition which existed immediately prior to PARISH'S activities. PARISH shall remove or dispose of all debris associated with construction, operation and maintenance of the Project.

V. PARISH acknowledges that La. R.S. 49:214.5.5 provides that no rights whatsoever shall be created in the public, whether such rights be in the nature of ownership, servitude or use, with respect to any private lands or waters utilized, enhanced, created, or otherwise affected by activities of any governmental agency, local, state, or federal, or any person contracting with same for the performance of any activities, funded in whole or in part, by expenditures from the Coastal Protection and Restoration Fund or expenditures of parish funds. The PARISH further agrees that in the event legal proceedings are instituted by any person seeking recognition of a right of ownership, servitude, or use in, on, and over private property solely on the basis of the expenditure of funds from the Coastal Protection and Restoration Fund or expenditure of federal funds, that the Parish shall indemnify and hold harmless the owner of such property for any costs, expense, or loss related to such proceeding, including court costs and attorney's fees. To the extent permitted by La. R.S. 49:214.5.5, the servitude and right-of-way rights granted herein shall be considered real rights and covenants running with the land.

VI. It is understood GRANTOR shall retain the limits of its title and all property rights (subject to the rights of PARISH herein) in and to said Lands, and all minerals in, on and under said Lands are not affected in any way hereby. However, no structures and/or appurtenances constructed hereunder pursuant to the Project on said Lands shall be adjusted, removed and/or interfered with by GRANTOR, or anyone holding rights by, through or under GRANTOR.

VII. Subject to the above, in its exercise of the rights herein granted, PARISH agrees not to unreasonably interfere with (a) oil and gas operations, (b) agricultural operations, and (c) hunting, trapping and alligator egg operations, (d) fishing, crabbing, or shrimping, now occurring, or authorized to occur, on said Lands. PARISH specifically acknowledges the continuing right of GRANTOR, its heirs, successors, assigns, transferees or lessees, to use, occupy and enjoy all of said Lands, for all purposes, in such manner at such times as they, or any of them, shall desire to use same, including, but without limitation, for the purpose of conducting oil, gas or other mineral operations on any of said Lands, for the exploration, discovery, production, storage, transportation and disposition of oil, gas, sulphur or other minerals, under oil, gas and mineral leases or otherwise, and for the purpose of farming, grazing, hunting and trapping fur-bearing animals, alligator egg operations, fishing, crabbing, or shrimping thereon, provided, however, that such use, occupation, and enjoyment shall not unreasonably interfere with the lawful activities of PARISH pursuant to this Agreement.

VIII. GRANTOR does not warrant title. GRANTOR specifically does not warrant or represent the correctness of any survey, or any of the plats attached hereto which purport to show the location of said Lands. If at any time any questions or litigation should arise as to the ownership of any part of the property covered hereby, or as to any boundary or limit of any part of the separate and various Lands covered by this Agreement, this Agreement shall not be construed to be, or permitted to serve as, evidence or as a basis of waiver of any legal rights against any party hereto, or prevent any party hereto from establishing its ownership, or having the boundaries or limits of its property determined, in any lawful manner, anything herein contained to the contrary notwithstanding.

IX. PARISH may assign or transfer, in whole or in part, any or all of its rights hereunder, but only to the extent necessary to implement the purposes of the Project on the said Lands.

X. This Agreement shall become effective upon the date of the signature of PARISH, and shall remain in effect for a term of seven (7) years unless sooner released by PARISH.

XI. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their heirs, successors in interest, transferees and assigns.

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

XIII. This Agreement does not confer or waive any rights except as provided herein.

IN WITNESS WHEREOF, GRANTOR has executed this Agreement in the presence of the undersigned witnesses on the date below:

WITNESSES: GRANTOR: Burgess Properties, LLC By: Michael W. Burgess Title: Managing Member Date: Print: Print:

IN WITNESS WHEREOF, PARISH has executed this Agreement in the presence of the undersigned witnesses on the date below:

WITNESSES: St. Charles Parish Government By: V.J. St. Pierre Jr. Title: Parish President Date: November 3, 2015 Print: Print:

ACKNOWLEDGMENT

STATE OF LOUISIANA

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

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, personally came and appeared Michael W. Burgess, to me known, who, being by me duly sworn, declared and acknowledged to me, Notary, that he is the Managing Member, of Burgess Properties, LLC, that as such duly authorized \_\_\_\_\_ by and with authority of the Articles of Organization of said limited liability company, he signed, and executed the foregoing instrument, as the free and voluntary act and deed of said limited liability company, for and on behalf of said limited liability company, and for the object and purposes therein set forth.

Print: \_\_\_\_\_ NOTARY PUBLIC

Notary or Bar # \_\_\_\_\_ My commission expires: \_\_\_\_\_ (SEAL)

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF ST CHARLES

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 4th day of November, 2015, personally came and appear V.J. St. Pierre Jr., me known, who declared that he is the Parish President, of Saint Charles Parish that he executed the foregoing instrument on behalf of Parish and that the instrument was sign pursuant to the authority granted to him by said Parish and that he acknowledged the instrument be the free act and deed of said Parish Governmental Entity.

Print Name: Leon C. Vial, III NOTARY PUBLIC

Notary or Bar # 58825 My commission expires: 01/20/17 (SEAL)

2015-0388 INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT (DEPARTMENT OF PLANNING & ZONING)

ORDINANCE NO. 15-11-5 An ordinance to approve and authorize the execution of an Easement, Servitude, and Right-of-Way Agreement with Burgess St. Charles Land, LLC for construction of the LaBranche Salinity Control Structure.

WHEREAS, St. Charles Parish entered into a Cooperative Endeavor Agreement with the Coalition to Restore Coastal Louisiana to construct the LaBranche Salinity Control Structure in Ordinance 15-8-10; and, WHEREAS, the construction of the project requires an Easement, Servitude, and Right-of-Way Agreements from the land owners of the area.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS: SECTION I. That St. Charles Parish does hereby approve ordinance to authorize the execution of an Easement, Servitude and Right-of-Way Agreement with Burgess St. Charles Land, LLC for construction of the LaBranche Salinity Control Structure.

SECTION II. That the Parish President is hereby authorized to execute said Easement, Servitude, and Right-of-Way Agreement on behalf of St. Charles Parish. The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: SCHEXNAYDRE, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER NAYS: NONE ABSENT: LEWIS

And the ordinance was declared adopted this 2nd day of November, 2015 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: SECRETARY: DLVD/PARISH PRESIDENT: APPROVED: DISAPPROVED:

PARISH PRESIDENT: RET/SECRETARY: AT: RECD BY:

EASEMENT, SERVITUDE AND RIGHT-OF-WAY AGREEMENT

LABRANCHE WETLANDS SALINITY CONTROL STRUCTURE

ST. CHARLES PARISH, LOUISIANA

PARISH OF ST. CHARLES

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Burgess St. Charles Land, LLC, herein represented by George E. Burgess, III, its Managing Member, whose address is 1156 Steele Blvd, Baton Rouge, LA 70806 hereinafter called the "GRANTOR", as owner of the below described property; and

The Parish of Saint Charles herein represented by and appearing as follows through:

The St Charles Parish Government ("SCPG"), as authorized and directed by the policy of the St Charles Parish Government ("SCPG"), herein represented by and appearing through the Parish President of the SCPG, domiciled in St Charles Parish, Louisiana, with offices located at 15045 River Road, Hahnville, Louisiana, 70057, and whose mailing address is P.O. Box 302, Hahnville, Louisiana, 70057-0302;

The above mentioned hereinafter collectively referred to as "Parish".

WITNESSETH: For and in consideration of the promises and undertakings by PARISH to GRANTOR herein, and further for other good and valuable consideration, including the potential benefits to GRANTOR'S lands resulting from the hereinafter described Project, the receipt and adequacy of which are hereby acknowledged, GRANTOR hereby grants unto PARISH, its successors, assigns or transferees, the temporary rights-of-way, servitudes, and easements (hereinafter called "the Agreement"), together with the right to enter in, on, and over GRANTOR'S property interest, for integrated coastal protection purposes as defined in La. R.S. 49:214.2(10) as part of the LaBranche Wetlands Salinity Control Structure (hereinafter called "the Project"), located in, on, and over GRANTOR'S undivided property interest. The Project will be publicly funded and shall be located on the following described property interest, including expressly, but not limited to, any interest in lands or water-covered lands which might be owned by GRANTOR (hereinafter called "said Lands"), to-wit:

The Lands subject to this Servitude is that portion of the land belonging to owner(s) as shown on Exhibit A, attached hereto and made a part hereof.

GRANTOR hereby warrants that GRANTOR understands the Project and accepts any and all impacts to said Lands resulting from construction and implementation of the Project.

I. This Agreement grants the rights to enter said Lands, (further identified on Exhibits A and A-1, attached hereto), to perform construction, operation, modification, monitoring, maintenance, and such other activities described on Exhibit B, (attached hereto), necessary to complete the Project.

II. PARISH agrees to give reasonable notice to GRANTOR prior to initiation of access to the said Lands for the purpose of implementing, constructing, operating, modifying, monitoring and maintaining the Project. Access to the project area will be made via water and the contractor will not be allowed to work on or from the land. All work will be performed from the water.

III. To the extent permitted by Louisiana law, PARISH shall, indemnify, and hold harmless GRANTOR against and from all costs, expenses, claims, demands, penalties, suits, fines, and actions of any kind and nature arising from the Project and caused by the actions and fault of PARISH or its agents, employees, contractors, successors, assigns and transferees, including any court costs and reasonable and actual litigation expenses and attorneys' fees. However, nothing herein shall be construed as indemnifying or holding GRANTOR or any third person not a party hereto harmless against its own fault or negligence or that of its agents, employees, contractors, successors, assigns and transferees. Should work on said Lands be performed via contract, PARISH shall ensure that the contractor lists GRANTOR as additional insured on any policies carried by the contractor, including completed operations coverage. The PARISH acknowledges, declares and stipulates that GRANTOR has provided this Agreement at no cost to the PARISH under the provisions of La. R.S. 49:214.6.10 C, as amended by 2010 Acts No. 734. This clause shall survive the term of this agreement.

IV. PARISH shall be responsible for repair in like manner of any fences, bridges, roads, and other similar facilities and appurtenances located on said Lands which may be damaged or destroyed by PARISH, or its designees while on said Lands, but such repair shall be to that condition which existed immediately prior to PARISH'S activities. PARISH shall remove or dispose of all debris associated with construction, operation and maintenance of the Project.

V. PARISH acknowledges that La. R.S. 49:214.5.5 provides that no rights whatsoever shall be created in the public, whether such rights be in the nature of ownership, servitude or use, with respect to any private lands or waters utilized, enhanced, created, or otherwise affected by activities of any governmental agency, local, state, or federal, or any person contracting with same for the performance of any activities, funded in whole or in part, by expenditures from the Coastal Protection and Restoration Fund or expenditures of parish funds. The PARISH further agrees that in the event legal proceedings are instituted by any person seeking recognition of a right of ownership, servitude, or use in, on, and over private property solely on the basis of the expenditure of funds from the Coastal Protection and Restoration Fund or expenditure of federal funds, that the Parish shall indemnify and hold harmless the owner of such property for any costs, expense, or loss related to such proceeding, including court costs and attorney's fees. To the extent permitted by La. R.S. 49:214.5.5, the servitude and right-of-way rights granted herein shall be considered real rights and covenants running with the land.

VI. It is understood GRANTOR shall retain the limits of its title and all property rights (subject to the rights of PARISH herein) in and to said Lands, and all minerals in, on and under said Lands are not affected in any way hereby. However, no structures and/or appurtenances constructed hereunder pursuant to the Project on said Lands shall be adjusted, removed and/or interfered with by GRANTOR, or anyone holding rights by, through or under GRANTOR.

VII. Subject to the above, in its exercise of the rights herein granted, PARISH agrees not to unreasonably interfere with (a) oil and gas operations, (b) agricultural operations, and (c) hunting, trapping and alligator egg operations, (d) fishing, crabbing, or shrimping, now occurring, or authorized to occur, on said Lands. PARISH specifically acknowledges the continuing right of GRANTOR, its heirs, successors, assigns, transferees or lessees, to use, occupy and enjoy all of said Lands, for all purposes, in such manner at such times as they, or any of them, shall desire to use same, including, but without limitation, for the purpose of conducting oil, gas or other mineral operations on any of said Lands, for the exploration, discovery, production, storage, transportation and disposition of oil, gas, sulphur or other minerals, under oil, gas and mineral leases or otherwise, and for the purpose of farming, grazing, hunting and trapping fur-bearing animals, alligator egg operations, fishing, crabbing, or shrimping thereon, provided, however, that such use, occupation,

and enjoyment shall not unreasonably interfere with the lawful activities of PARISH pursuant to this Agreement.

VIII. GRANTOR does not warrant title. GRANTOR specifically does not warrant or represent the correctness of any survey, or any of the plats attached hereto which purport to show the location of said Lands. If at any time any questions or litigation should arise as to the ownership of any part of the property covered hereby, or as to any boundary or limit of any part of the separate and various Lands covered by this Agreement, this Agreement shall not be construed to be, or permitted to serve as, evidence or as a basis of waiver of any legal rights against any party hereto, or prevent any party hereto from establishing its ownership, or having the boundaries or limits of its property determined, in any lawful manner, anything herein contained to the contrary notwithstanding.

IX. PARISH may assign or transfer, in whole or in part, any or all of its rights hereunder, but only to the extent necessary to implement the purposes of the Project on the said Lands.

X. This Agreement shall become effective upon the date of the signature of PARISH, and shall remain in effect for a term of seven (7) years unless sooner released by PARISH.

XI. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their heirs, successors in interest, transferees and assigns.

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

XIII. This Agreement does not confer or waive any rights except as provided herein.

IN WITNESS WHEREOF, GRANTOR has executed this Agreement in the presence of the undersigned witnesses on the date below:

WITNESSES: GRANTOR: Burgess St. Charles Land, LLC By: George E. Burgess, III Title: Managing Member Date: \_\_\_\_\_

IN WITNESS WHEREOF, PARISH has executed this Agreement in the presence of the undersigned witnesses on the date below:

WITNESSES: St Charles Parish Government By: V.J. St. Pierre Jr. Title: Parish President Date: November 3, 2015

ACKNOWLEDGMENT

STATE OF LOUISIANA

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

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, personally came and appeared George E. Burgess, III, to me known, who, being by me duly sworn, declared and acknowledged to me, Notary, that he is the Managing Member, of Burgess St. Charles Land, LLC, that as such duly authorized \_\_\_\_\_ by and with authority of the Articles of Organization of said limited liability company, he signed, and executed the foregoing instrument, as the free and voluntary act and deed of said limited liability company, for and on behalf of said limited liability company, and for the object and purposes therein set forth.

Print: \_\_\_\_\_ NOTARY PUBLIC

Notary or Bar # \_\_\_\_\_ My commission expires: \_\_\_\_\_ (SEAL)

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF ST CHARLES

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 4th day of November, 2015, personally came and appear V.J. St. Pierre Jr., me known, who declared that he is the Parish President, of Saint Charles Parish that he executed the foregoing instrument on behalf of Parish and that the instrument was sign pursuant to the authority granted to him by said Parish and that he acknowledged the instrument be the free act and deed of said Parish Governmental Entity.

Print Name: Leon C. Vial, III NOTARY PUBLIC

Notary or Bar # 58825 My commission expires: 01/20/17 (SEAL)

2015-0388 INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT (DEPARTMENT OF PLANNING & ZONING)

ORDINANCE NO. 15-11-10 An ordinance to approve and authorize the execution of an Easement, Servitude, and Right-of-Way Agreement with George Burgess, Jr., Trust #2 for construction of the LaBranche Salinity Control Structure.

WHEREAS, St. Charles Parish entered into a Cooperative Endeavor Agreement with the Coalition to Restore Coastal Louisiana to construct the LaBranche Salinity Control Structure in Ordinance 15-8-10; and, WHEREAS, the construction of the project requires an Easement, Servitude, and Right-of-Way Agreements from the land owners of the area.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS: SECTION I. That St. Charles Parish does hereby approve ordinance to authorize the execution of an Easement, Servitude, and Right-of-Way Agreement with George Burgess, Jr., Trust #2 for construction of the LaBranche Salinity Control Structure.

SECTION II. That the Parish President is hereby authorized to execute said Easement, Servitude and Right-of-Way Agreement on behalf of St. Charles Parish. The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: SCHEXNAYDRE, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER NAYS: NONE ABSENT: LEWIS

And the ordinance was declared adopted this 2nd day of November, 2015 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: SECRETARY: DLVD/PARISH PRESIDENT: APPROVED: DISAPPROVED:

PARISH PRESIDENT: RET/SECRETARY: AT: RECD BY:

EASEMENT, SERVITUDE AND RIGHT-OF-WAY AGREEMENT

LABRANCHE WETLANDS SALINITY CONTROL STRUCTURE

ST. CHARLES PARISH, LOUISIANA

PARISH OF ST. CHARLES

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between George Burgess, Jr., Trust #2, herein represented by Michael W. Burgess, its Trustee, whose address is 788 Corduroy Lane, Atlanta, GA 30312 hereinafter called the "GRANTOR", as owner of the below described property; and

The Parish of Saint Charles herein represented by and appearing as follows through:

The St Charles Parish Government ("SCPG"), as authorized and directed by the policy of the St Charles Parish Government ("SCPG"), herein represented by and appearing through the Parish President of the SCPG, domiciled in St Charles Parish, Louisiana, with offices located at 15045 River Road, Hahnville, Louisiana, 70057, and whose mailing address is P.O. Box 302, Hahnville, Louisiana, 70057-0302;

The above mentioned hereinafter collectively referred to as "Parish".

WITNESSETH: For and in consideration of the promises and undertakings by PARISH to GRANTOR herein, and further for other good and valuable consideration, including the potential benefits to GRANTOR'S lands resulting from the hereinafter described Project, the receipt and adequacy of which are hereby acknowledged, GRANTOR hereby grants unto PARISH, its successors, assigns or transferees, the temporary rights-of-way, servitudes, and easements (hereinafter called "the Agreement"), together with the right to enter in, on, and over GRANTOR'S property interest, for integrated coastal protection purposes as defined in La. R.S. 49:214.2(10) as part of the LaBranche Wetlands Salinity Control Structure (hereinafter called "the Project"), located in, on, and over GRANTOR'S undivided property interest. The Project will be publicly funded and shall be located on the following described property interest, including expressly, but not limited to, any interest in lands or water-covered lands which might be owned by GRANTOR (hereinafter called "said Lands"), to-wit:

The Lands subject to this Servitude is that portion of the land belonging to owner(s) as shown on Exhibit A, attached hereto and made a part hereof.

GRANTOR hereby warrants that GRANTOR understands the Project and accepts any and all impacts to said Lands resulting from construction and implementation of the Project.

I. This Agreement grants the rights to enter said Lands, (further identified on Exhibits A and A-1, attached hereto), to perform construction, operation, modification, monitoring, maintenance, and such other activities described on Exhibit B, (attached hereto), necessary to complete the Project.

II. PARISH agrees to give reasonable notice to GRANTOR prior to initiation of access to the said Lands for the purpose of implementing, constructing, operating, modifying, monitoring and maintaining the Project. Access to the project area will be made via water and the contractor will not be allowed to work on or from the land. All work will be performed from the water.

III. To the extent permitted by Louisiana law, PARISH shall, indemnify, and hold harmless GRANTOR against and from all costs, expenses, claims, demands, penalties, suits, fines, and actions of any kind and nature arising from the Project and caused by the actions and fault of

PARISH or its agents, employees, contractors, successors, assigns and transferees, including any court costs and reasonable and actual litigation expenses and attorneys' fees. However, nothing herein shall be construed as indemnifying or holding GRANTOR or any third person not a party hereto harmless against its own fault or negligence or that of its agents, employees, contractors, successors, assigns and transferees. Should work on said Lands be performed via contract, PARISH shall ensure that the contractor lists GRANTOR as additional insured on any policies carried by the contractor, including completed operations coverage. The PARISH acknowledges, declares and stipulates that GRANTOR has provided this Agreement at no cost to the PARISH under the provisions of La. R.S. 49:214.6.10 C, as amended by 2010 Acts No. 734. This clause shall survive the term of this agreement.

IV. PARISH shall be responsible for repair in like manner of any fences, bridges, roads, and other similar facilities and appurtenances located on said Lands which may be damaged or destroyed by PARISH, or its designees while on said Lands, but such repair shall be to that condition which existed immediately prior to PARISH'S activities. PARISH shall remove or dispose of all debris associated with construction, operation and maintenance of the Project.

V. PARISH acknowledges that La. R.S. 49:214.5.5 provides that no rights whatsoever shall be created in the public, whether such rights be in the nature of ownership, servitude or use, with respect to any private lands or waters utilized, enhanced, created, or otherwise affected by activities of any governmental agency, local, state, or federal, or any person contracting with same for the performance of any activities, funded in whole or in part, by expenditures from the Coastal Protection and Restoration Fund or expenditures of parish funds. The PARISH further agrees that in the event legal proceedings are instituted by any person seeking recognition of a right of ownership, servitude, or use in, on, and over private property solely on the basis of the expenditure of funds from the Coastal Protection and Restoration Fund or expenditure of federal funds, that the Parish shall indemnify and hold harmless the owner of such property for any costs, expense, or loss related to such proceeding, including court costs and attorney's fees. To the extent permitted by La. R.S. 49:214.5.5, the servitude and right-of-way rights granted herein shall be considered real rights and covenants running with the land.

VI. It is understood GRANTOR shall retain the limits of its title and all property rights (subject to the rights of PARISH herein) in and to said Lands, and all minerals in, on and under said Lands are not affected in any way hereby. However, no structures and/or appurtenances constructed hereunder pursuant to the Project on said Lands shall be adjusted, removed and/or interfered with by GRANTOR, or anyone holding rights by, through or under GRANTOR.

VII. Subject to the above, in its exercise of the rights herein granted, PARISH agrees not to unreasonably interfere with (a) oil and gas operations, (b) agricultural operations, and (c) hunting, trapping and alligator egg operations, (d) fishing, crabbing, or shrimping, now occurring, or authorized to occur, on said Lands. PARISH specifically acknowledges the continuing right of GRANTOR, its heirs, successors, assigns, transferees or lessees, to use, occupy and enjoy all of said Lands, for all purposes, in such manner at such times as they, or any of them, shall desire to use same, including, but without limitation, for the purpose of conducting oil, gas or other mineral operations on any of said Lands, for the exploration, discovery, production, storage, transportation and disposition of oil, gas, sulphur or other minerals, under oil, gas and mineral leases or otherwise, and for the purpose of farming, grazing, hunting and trapping fur-bearing animals, alligator egg operations, fishing, crabbing, or shrimping thereon, provided, however, that such use, occupation, and enjoyment shall not unreasonably interfere with the lawful activities of PARISH pursuant to this Agreement.

VIII. GRANTOR does not warrant title. GRANTOR specifically does not warrant or represent the correctness of any survey, or any of the plats attached hereto which purport to show the location of said Lands. If at any time any questions or litigation should arise as to the ownership of any part of the property covered hereby, or as to any boundary or limit of any part of the separate and various Lands covered by this Agreement, this Agreement shall not be construed to be, or permitted to serve as, evidence or as a basis of waiver of any legal rights against any party hereto, or prevent any party hereto from establishing its ownership, or having the boundaries or limits of its property determined, in any lawful manner, anything herein contained to the contrary notwithstanding.

IX. PARISH may assign or transfer, in whole or in part, any or all of its rights hereunder, but only to the extent necessary to implement the purposes of the Project on the said Lands.

X. This Agreement shall become effective upon the date of the signature of PARISH, and shall remain in effect for a term of seven (7) years unless sooner released by PARISH.

XI. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their heirs, successors in interest, transferees and assigns.

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

XIII. This Agreement does not confer or waive any rights except as provided herein.

IN WITNESS WHEREOF, GRANTOR has executed this Agreement in the presence of the undersigned witnesses on the date below:

WITNESSES: GRANTOR: George Burgess, Jr., Trust #2 By: Michael W. Burgess Title: Trustee Date: \_\_\_\_\_

IN WITNESS WHEREOF, PARISH has executed this Agreement in the presence of the undersigned witnesses on the date below:

WITNESSES: St Charles Parish Government By: V.J. St. Pierre Jr. Title: Parish President Date: November 3, 2015

ACKNOWLEDGMENT

STATE OF LOUISIANA

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

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, personally came and appeared Michael W. Burgess, to me known, who, being by me duly sworn, declared and acknowledged to me, Notary, that he is the Trustee, of George Burgess, Jr., Trust #2, that as such duly authorized \_\_\_\_\_ by and with authority of the Articles of Organization of said limited liability company, he signed, and executed the foregoing instrument, as the free and voluntary act and deed of said limited liability company, for and on behalf of said limited liability company, and for the object and purposes therein set forth.

Print: \_\_\_\_\_ NOTARY PUBLIC

Notary or Bar # \_\_\_\_\_ My commission expires: \_\_\_\_\_ (SEAL)

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF ST CHARLES

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 4th day of November, 2015, personally came and appear V.J. St. Pierre Jr., me known, who declared that he is the Parish President, of Saint Charles Parish that he executed the foregoing instrument on behalf of Parish and that the instrument was sign pursuant to the authority granted to him by said Parish and that he acknowledged the instrument be the free act and deed of said Parish Governmental Entity.

Print Name: Leon C. Vial, III NOTARY PUBLIC

Notary or Bar # 58825 My commission expires: 01/20/17 (SEAL)

2015-0387
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)

ORDINANCE NO. 15-11-11
An ordinance to approve and authorize the execution of an Easement, Servitude, and Right-of-Way Agreement with George Burgess, Jr., Trust #4 for construction of the LaBranche Salinity Control Structure.
WHEREAS, St. Charles Parish entered into a Cooperative Endeavor Agreement with the Coalition to Restore Coastal Louisiana to construct the LaBranche Salinity Control Structure in Ordinance 15-8-10; and,
WHEREAS, the construction of the project requires an Easement, Servitude, and Right-of-Way Agreements from the land owners of the area.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That St. Charles Parish does hereby approve ordinance to authorize the execution of an Easement, Servitude, and Right-of-Way Agreement with George Burgess, Jr., Trust #4 for construction of the LaBranche Salinity Control Structure.
SECTION II. That the Parish President is hereby authorized to execute said Easement, Servitude and Right-of-Way Agreement on behalf of St. Charles Parish.

YEA: SCHEXNAYDRE, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: LEWIS
And the ordinance was declared adopted this 2nd day of November, 2015 to become effective five (5) days after publication in the Official Journal.
CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLD/DPARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: [Signature]
RETO/SECRETARY: [Signature]
AT: [Signature] RECD BY: [Signature]

EASEMENT, SERVITUDE AND RIGHT-OF-WAY AGREEMENT
LABRANCHE WETLANDS SALINITY CONTROL STRUCTURE
ST. CHARLES PARISH, LOUISIANA

PARISH OF ST. CHARLES §
THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_, 20\_\_\_ by and between: George Burgess, Jr., Trust #4, herein represented by Michael W. Burgess, its Trustee, whose address is 788 Corduroy Lane, Atlanta, GA 30312 hereinafter called the "GRANTOR", as owner of the below described property; and

The Parish of Saint Charles herein represented by and appearing as follows through:
The St Charles Parish Government ("SCPG"), as authorized and directed by the policy of the St Charles Parish Government ("SCPG"), herein represented by and appearing through the Parish President of the SCPG, J. St. Pierre Jr., domiciled in St. Charles Parish, Louisiana, with offices located at 15045 River Road, Hahnville, Louisiana, 70057, and whose mailing address is P.O. Box 302, Hahnville, Louisiana, 70057-0302;

The above mentioned hereinafter collectively referred to as "Parish".
WITNESSETH: For and in consideration of the promises and undertakings by PARISH to GRANTOR herein, and further for other good and valuable consideration, including the potential benefits to GRANTOR'S lands resulting from the hereinafter described Project, the receipt and adequacy of which are hereby acknowledged, GRANTOR hereby grants unto PARISH, its successors, assigns or transferees, the temporary rights-of-way, servitudes, and easements (hereinafter called "the Agreement"), together with the right to enter in, on, and over GRANTOR'S property interest, for integrated coastal protection purposes as defined in La. R.S. 49:214.2(10) as part of the LaBranche Wetlands Salinity Control Structure (hereinafter called "the Project"), located in, on, and over GRANTOR'S undivided property interest. The Project will be publicly funded and shall be located on the following described property interest, including expressly, but not limited to, any interest in lands or water-covered lands which might be owned by GRANTOR (hereinafter called "said Lands"), to-wit:

The Lands subject to this Servitude is that portion of the land belonging to owner(s) as shown on Exhibit A, attached hereto and made a part hereof.

GRANTOR hereby warrants that GRANTOR understands the Project and accepts any and all impacts to said Lands resulting from construction and implementation of the Project.

I. This Agreement grants the rights to enter said Lands, (further identified on Exhibits A and A-1, attached hereto), to perform construction, operation, modification, monitoring, maintenance, and such other activities described on Exhibit B, (attached hereto), necessary to complete the Project.

II. PARISH agrees to give reasonable notice to GRANTOR prior to initiation of access to the said Lands for the purpose of implementing, constructing, operating, modifying, monitoring and maintaining the Project. Access to the project area will be made via water and the contractor will not be allowed to work on or from the land. All work will be performed from the water.

III. To the extent permitted by Louisiana law, PARISH shall, indemnify, and hold harmless GRANTOR against and from all costs, expenses, claims, demands, penalties, suits, fines, and actions of any kind and nature arising from the Project and caused by the actions and fault of PARISH or its agents, employees, contractors, successors, assigns and transferees, including any court costs and reasonable and actual litigation expenses and attorneys' fees. However, nothing herein shall be construed as indemnifying or holding GRANTOR or any third person not a party hereto harmless against its own fault or negligence or that of its agents, employees, contractors, successors, assigns and transferees. Should work on said Lands be performed via contract, PARISH shall ensure that the contractor lists GRANTOR as additional insured on any policies carried by the contractor, including completed operations coverage. The PARISH acknowledges, declares and stipulates that GRANTOR has provided this Agreement at no cost to the PARISH under the provisions of La. R.S. 49:214.6.10 C, as amended by 2010 Acts No. 734. This clause shall survive the term of this agreement.

IV. PARISH shall be responsible for repair in like manner of any fences, bridges, roads, and other similar facilities and appurtenances located on said Lands which may be damaged or destroyed by PARISH, or its designees while on said Lands, but such repair shall be to that condition which existed immediately prior to PARISH'S activities. PARISH shall remove or dispose of all debris associated with construction, operation and maintenance of the Project.

V. PARISH acknowledges that La. R.S. 49:214.5.5 provides that no rights whatsoever shall be created in the public, whether such rights be in the nature of ownership, servitude or use, with respect to any private lands or waters utilized, enhanced, created, or otherwise affected by activities of any governmental agency, local, state, or federal, or any person contracting with same for the performance of any activities, funded in whole or in part, by expenditures from the Coastal Protection and Restoration Fund or expenditures of parish funds. The PARISH further agrees that in the event legal proceedings are instituted by any person seeking recognition of a right of ownership, servitude, or use in, on, and over private property solely on the basis of the expenditure of funds from the Coastal Protection and Restoration Fund or expenditure of federal funds, that the Parish shall indemnify and hold harmless the owner of such property for any costs, expense, or loss related to such proceeding, including court costs and attorney's fees. To the extent permitted by La. R.S. 49:214.5.5, the servitude and right-of-way rights granted herein shall be considered real rights and covenants running with the land.

VI. It is understood GRANTOR shall retain the limits of its title and all property rights (subject to the rights of PARISH herein) in and to said Lands, and all minerals in, on and under said Lands are not affected in any way hereby. However, no structures and/or appurtenances constructed hereunder pursuant to the Project on said Lands shall be adjusted, removed and/or interfered with by GRANTOR, or anyone holding rights by, through or under GRANTOR.

VII. Subject to the above, in its exercise of the rights herein granted, PARISH agrees not to unreasonably interfere with (a) oil and gas operations, (b) agricultural operations, and (c) hunting, trapping and alligator egg operations, (d) fishing, crabbing, or shrimping, now occurring, or authorized to occur, on said Lands. PARISH specifically acknowledges the continuing right of GRANTOR, its heirs, successors, assigns, transferees or lessees, to use, occupy and enjoy all of said Lands, for all purposes, in such manner at such times as they, or any of them, shall desire to use same, including, but without limitation, for the purpose of conducting oil, gas or other mineral operations on any of said Lands, for the exploration, discovery, production, storage, transportation and disposition of oil, gas, sulphur or other minerals, under oil, gas and mineral leases or otherwise, and for the purpose of farming, grazing, hunting and trapping fur-bearing animals, alligator egg operations, fishing, crabbing, or shrimping thereon, provided, however, that such use, occupation, and enjoyment shall not unreasonably interfere with the lawful activities of PARISH pursuant to this Agreement.

VIII. GRANTOR does not warrant title. GRANTOR specifically does not warrant or represent the correctness of any survey, or any of the plats attached hereto which purport to show the location of said Lands. If at any time any questions or litigation should arise as to the ownership of any part of the property covered hereby, or as to any boundary or limit of any part of the separate and various Lands covered by this Agreement, this Agreement shall not be construed to be, or permitted to serve as, evidence or as a basis of waiver of any legal rights against any party hereto, or prevent any party hereto from establishing its ownership, or having the boundaries or limits of its property determined, in any lawful manner, anything herein contained to the contrary notwithstanding.

IX. PARISH may assign or transfer, in whole or in part, any or all of its rights hereunder, but only to the extent necessary to implement the purposes of the Project on the said Lands.

X. This Agreement shall become effective upon the date of the signature of PARISH, and shall remain in effect for a term of seven (7) years unless sooner released by PARISH.

XI. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their heirs, successors in interest, transferees and assigns.

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

XIII. This Agreement does not confer or waive any rights except as provided herein.

IN WITNESS WHEREOF, GRANTOR has executed this Agreement in the presence of the undersigned witnesses on the date below:

WITNESSES: GRANTOR:
George Burgess, Jr., Trust #4
By: Michael W. Burgess
Print: Title: Trustee
Date:

IN WITNESS WHEREOF, GRANTOR has executed this Agreement in the presence of the undersigned witnesses on the date below:

WITNESSES: GRANTOR:
George Burgess, Jr., Trust #4
By: Michael W. Burgess
Print: Title: Trustee
Date:

IN WITNESS WHEREOF, PARISH has executed this Agreement in the presence of the undersigned witnesses on the date below:

WITNESSES: St Charles Parish Government
By: V.J. St. Pierre Jr.
Print: Anedra Coleman
Title: Parish President
Date: November 3, 2015

ACKNOWLEDGMENT

STATE OF LOUISIANA
PARISH OF

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this \_\_\_ day of \_\_\_, 2015, personally came and appeared Michael W. Burgess, to me known, who, being by me duly sworn, declared and acknowledged to me, Notary, that he is the Trustee, of George Burgess, Jr., Trust #4, that as such duly authorized \_\_\_ by and with authority of the Articles of Organization of said limited liability company, he signed, and executed the foregoing instrument, as the free and voluntary act and deed of said limited liability company, for and on behalf of said limited liability company, and for the object and purposes therein set forth.

Print: NOTARY PUBLIC

Notary or Bar #
My commission expires:
(SEAL)

ACKNOWLEDGMENT

STATE OF LOUISIANA
PARISH OF ST CHARLES

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this \_\_\_ day of November, 2015, personally came and appeared V.J. St. Pierre Jr., to me known, who, being by me duly sworn, declared and acknowledged to me, Notary, that he is the Parish President, of Saint Charles Parish that he executed the foregoing instrument on behalf of Parish and that the instrument was signed pursuant to the authority granted to him by said Parish and that he acknowledged the instrument be the free act and deed of said Parish Governmental Entity.

Print Name: Leon C. Viel, III
NOTARY PUBLIC

Notary or Bar #
My commission expires:
(SEAL)

2015-0388
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)

ORDINANCE NO. 15-11-12
An ordinance to approve and authorize the execution of an Easement, Servitude, and Right-of-Way Agreement with J. Edgar Monroe Foundation for construction of the LaBranche Salinity Control Structure.
WHEREAS, St. Charles Parish entered into a Cooperative Endeavor Agreement with the Coalition to Restore Coastal Louisiana to construct the LaBranche Salinity Control Structure in Ordinance 15-8-10; and,
WHEREAS, the construction of the project requires an Easement, Servitude, and Right-of-Way Agreements from the land owners of the area.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That St. Charles Parish does hereby approve ordinance to authorize the execution of an Easement, Servitude, and Right-of-Way Agreement with J. Edgar Monroe Foundation for construction of the LaBranche Salinity Control Structure.

SECTION II. That the Parish President is hereby authorized to execute said Easement, Servitude, and Right-of-Way Agreement on behalf of St. Charles Parish. The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEA: SCHEXNAYDRE, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: LEWIS
And the ordinance was declared adopted this 2nd day of November, 2015 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLD/DPARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: [Signature]
RETO/SECRETARY: [Signature]
AT: [Signature] RECD BY: [Signature]

EASEMENT, SERVITUDE AND RIGHT-OF-WAY AGREEMENT
LABRANCHE WETLANDS SALINITY CONTROL STRUCTURE
ST. CHARLES PARISH, LOUISIANA

PARISH OF ST. CHARLES §
THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_, 20\_\_\_ by and between: J. Edgar Monroe Foundation, herein represented by William F. Finegan, whose mailing address is 3939 N. Causeway Blvd, Suite 200, Metairie, LA 70002 hereinafter called the "GRANTOR", as owner of the below described property; and

The Parish of Saint Charles herein represented by and appearing as follows through:
The St Charles Parish Government ("SCPG"), as authorized and directed by the policy of the St Charles Parish Government ("SCPG"), herein represented by and appearing through the Parish President of the SCPG, J. St. Pierre Jr., domiciled in St. Charles Parish, Louisiana, with offices located at 15045 River Road, Hahnville, Louisiana, 70057, and whose mailing address is P.O. Box 302, Hahnville, Louisiana, 70057-0302;

The above mentioned hereinafter collectively referred to as "Parish".
WITNESSETH: For and in consideration of the promises and undertakings by PARISH to GRANTOR herein, and further for other good and valuable consideration, including the potential benefits to GRANTOR'S lands resulting from the hereinafter described Project, the receipt and adequacy of which are hereby acknowledged, GRANTOR hereby grants unto PARISH, its successors, assigns or transferees, the temporary rights-of-way, servitudes, and easements (hereinafter called "the Agreement"), together with the right to enter in, on, and over GRANTOR'S property interest, for integrated coastal protection purposes as defined in La. R.S. 49:214.2(10) as part of the LaBranche Wetlands Salinity Control Structure (hereinafter called "the Project"), located in, on, and over GRANTOR'S undivided property interest. The Project will be publicly funded and shall be located on the following described property interest, including expressly, but not limited to, any interest in lands or water-covered lands which might be owned by GRANTOR (hereinafter called "said Lands"), to-wit:

The Lands subject to this Servitude is that portion of the land belonging to owner(s) as shown on Exhibit A, attached hereto and made a part hereof.

GRANTOR hereby warrants that GRANTOR understands the Project and accepts any and all impacts to said Lands resulting from construction and implementation of the Project.

I. This Agreement grants the rights to enter said Lands, (further identified on Exhibits A and A-1, attached hereto), to perform construction, operation, modification, monitoring, maintenance, and such other activities described on Exhibit B, (attached hereto), necessary to complete the Project.

II. PARISH agrees to give reasonable notice to GRANTOR prior to initiation of access to the said Lands for the purpose of implementing, constructing, operating, modifying, monitoring and maintaining the Project. Access to the project area will be made via water and the contractor will not be allowed to work on or from the land. All work will be performed from the water.

III. To the extent permitted by Louisiana law, PARISH shall, indemnify, and hold harmless GRANTOR against and from all costs, expenses, claims, demands, penalties, suits, fines, and actions of any kind and nature arising from the Project and caused by the actions and fault of PARISH or its agents, employees, contractors, successors, assigns and transferees, including any court costs and reasonable and actual litigation expenses and attorneys' fees. However, nothing herein shall be construed as indemnifying or holding GRANTOR or any third person not a party hereto harmless against its own fault or negligence or that of its agents, employees, contractors, successors, assigns and transferees. Should work on said Lands be performed via contract, PARISH shall ensure that the contractor lists GRANTOR as additional insured on any policies carried by the contractor, including completed operations coverage. The PARISH acknowledges, declares and stipulates that GRANTOR has provided this Agreement at no cost to the PARISH under the provisions of La. R.S. 49:214.6.10 C, as amended by 2010 Acts No. 734. This clause shall survive the term of this agreement.

IV. PARISH shall be responsible for repair in like manner of any fences, bridges, roads, and other similar facilities and appurtenances located on said Lands which may be damaged or destroyed by PARISH, or its designees while on said Lands, but such repair shall be to that

condition which existed immediately prior to PARISH'S activities. PARISH shall remove or dispose of all debris associated with construction, operation and maintenance of the Project.

V. PARISH acknowledges that La. R.S. 49:214.5.5 provides that no rights whatsoever shall be created in the public, whether such rights be in the nature of ownership, servitude or use, with respect to any private lands or waters utilized, enhanced, created, or otherwise affected by activities of any governmental agency, local, state, or federal, or any person contracting with same for the performance of any activities, funded in whole or in part, by expenditures from the Coastal Protection and Restoration Fund or expenditures of parish funds. The PARISH further agrees that in the event legal proceedings are instituted by any person seeking recognition of a right of ownership, servitude, or use in, on, and over private property solely on the basis of the expenditure of funds from the Coastal Protection and Restoration Fund or expenditure of federal funds, that the Parish shall indemnify and hold harmless the owner of such property for any costs, expense, or loss related to such proceeding, including court costs and attorney's fees. To the extent permitted by La. R.S. 49:214.5.5, the servitude and right-of-way rights granted herein shall be considered real rights and covenants running with the land.

VI. It is understood GRANTOR shall retain the limits of its title and all property rights (subject to the rights of PARISH herein) in and to said Lands, and all minerals in, on and under said Lands are not affected in any way hereby. However, no structures and/or appurtenances constructed hereunder pursuant to the Project on said Lands shall be adjusted, removed and/or interfered with by GRANTOR, or anyone holding rights by, through or under GRANTOR.

VII. Subject to the above, in its exercise of the rights herein granted, PARISH agrees not to unreasonably interfere with (a) oil and gas operations, (b) agricultural operations, and (c) hunting, trapping and alligator egg operations, (d) fishing, crabbing, or shrimping, now occurring, or authorized to occur, on said Lands. PARISH specifically acknowledges the continuing right of GRANTOR, its heirs, successors, assigns, transferees or lessees, to use, occupy and enjoy all of said Lands, for all purposes, in such manner at such times as they, or any of them, shall desire to use same, including, but without limitation, for the purpose of conducting oil, gas or other mineral operations on any of said Lands, for the exploration, discovery, production, storage, transportation and disposition of oil, gas, sulphur or other minerals, under oil, gas and mineral leases or otherwise, and for the purpose of farming, grazing, hunting and trapping fur-bearing animals, alligator egg operations, fishing, crabbing, or shrimping thereon, provided, however, that such use, occupation, and enjoyment shall not unreasonably interfere with the lawful activities of PARISH pursuant to this Agreement.

VIII. GRANTOR does not warrant title. GRANTOR specifically does not warrant or represent the correctness of any survey, or any of the plats attached hereto which purport to show the location of said Lands. If at any time any questions or litigation should arise as to the ownership of any part of the property covered hereby, or as to any boundary or limit of any part of the separate and various Lands covered by this Agreement, this Agreement shall not be construed to be, or permitted to serve as, evidence or as a basis of waiver of any legal rights against any party hereto, or prevent any party hereto from establishing its ownership, or having the boundaries or limits of its property determined, in any lawful manner, anything herein contained to the contrary notwithstanding.

IX. PARISH may assign or transfer, in whole or in part, any or all of its rights hereunder, but only to the extent necessary to implement the purposes of the Project on the said Lands.

X. This Agreement shall become effective upon the date of the signature of PARISH, and shall remain in effect for a term of seven (7) years unless sooner released by PARISH.

XI. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their heirs, successors in interest, transferees and assigns.

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

XIII. This Agreement does not confer or waive any rights except as provided herein.

IN WITNESS WHEREOF, GRANTOR has executed this Agreement in the presence of the undersigned witnesses on the date below:

WITNESSES: GRANTOR:
J. Edgar Monroe Foundation
By: William F. Finegan
Print: Title: Manager
Date:

IN WITNESS WHEREOF, PARISH has executed this Agreement in the presence of the undersigned witnesses on the date below:

WITNESSES: St Charles Parish Government
By: V.J. St. Pierre Jr.
Print: Anedra Coleman
Title: Parish President
Date: November 3, 2015

ACKNOWLEDGMENT

STATE OF LOUISIANA
PARISH OF

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this \_\_\_ day of \_\_\_, 2015, personally came and appeared William F. Finegan, to me known, who, being by me duly sworn, declared and acknowledged to me, Notary, that he is the Manager, of J. Edgar Monroe Foundation, that as such duly authorized \_\_\_ by and with authority of the Articles of Organization of said limited liability company, he signed, and executed the foregoing instrument, as the free and voluntary act and deed of said limited liability company, for and on behalf of said limited liability company, and for the object and purposes therein set forth.

Print: NOTARY PUBLIC

Notary or Bar #
My commission expires:
(SEAL)

ACKNOWLEDGMENT

STATE OF LOUISIANA
PARISH OF ST CHARLES

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this \_\_\_ day of November, 2015, personally came and appeared V.J. St. Pierre Jr., to me known, who, being by me duly sworn, declared and acknowledged to me, Notary, that he is the Parish President, of Saint Charles Parish that he executed the foregoing instrument on behalf of Parish and that the instrument was signed pursuant to the authority granted to him by said Parish and that he acknowledged the instrument be the free act and deed of said Parish Governmental Entity.

Print Name: Leon C. Viel, III
NOTARY PUBLIC

Notary or Bar #
My commission expires:
(SEAL)

2015-0389
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)

ORDINANCE NO. 15-11-13
An ordinance to approve and authorize the execution of an Easement, Servitude, and Right-of-Way Agreement with St. Charles Land Company, II, LLC for construction of the LaBranche Salinity Control Structure.
WHEREAS, St. Charles Parish entered into a Cooperative Endeavor Agreement with the Coalition to Restore Coastal Louisiana to construct the LaBranche Salinity Control Structure in Ordinance 15-8-10; and,
WHEREAS, the construction of the project requires an Easement, Servitude, and Right-of-Way Agreements from the land owners of the area.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That St. Charles Parish does hereby approve ordinance to authorize the execution of an Easement, Servitude, and Right-of-Way Agreement with St. Charles Land Company, II, LLC for construction of the LaBranche Salinity Control Structure.

SECTION II. That the Parish President is hereby authorized to execute said Easement, Servitude, and Right-of-Way Agreement on behalf of St. Charles Parish. The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEA: SCHEXNAYDRE, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: LEWIS
And the ordinance was declared adopted this 2nd day of November, 2015 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLD/DPARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: [Signature]
RETO/SECRETARY: [Signature]
AT: [Signature] RECD BY: [Signature]

EASEMENT, SERVITUDE AND RIGHT-OF-WAY AGREEMENT

ACKNOWLEDGMENT

LABRANCHE WETLANDS SALINITY CONTROL STRUCTURE

ST. CHARLES PARISH, LOUISIANA

PARISH OF ST. CHARLES §

THIS AGREEMENT, made and entered into this day of 20 by and between ST. CHARLES LAND COMPANY, II, LLC, herein represented by David G. Monteleone, its Managing Member, whose mailing address is 214 Royal Street, New Orleans, Louisiana 70140 hereinafter called the "GRANTOR", as owner of the below described property; and

The Parish of Saint Charles herein represented by and appearing as follows through:

The St Charles Parish Government ("SCPG"), as authorized and directed by the policy of the St Charles Parish Government ("SCPG"), herein represented by and appearing through the Parish President of the SCPG, domiciled in St Charles Parish, Louisiana, with offices located at 15045 River Road, Hahnville, Louisiana, 70057, and whose mailing address is P.O. Box 302, Hahnville, Louisiana, 70057-0302;

The above mentioned hereinafter collectively referred to as "Parish".

WITNESSETH: For and in consideration of the promises and undertakings by PARISH to GRANTOR herein, and further for other good and valuable consideration, including the potential benefits to GRANTOR'S lands resulting from the hereinafter described Project, the receipt and adequacy of which are hereby acknowledged, GRANTOR hereby grants unto PARISH, its successors, assigns or transferees, the temporary rights-of-way, servitudes, and easements (hereinafter called "the Agreement"), together with the right to enter in, on, and over GRANTOR'S property interest, for integrated coastal protection purposes as defined in La. R.S. 49:214.2(10) as part of the Labranche Wetlands Salinity Control Structure (hereinafter called "the Project"), located in, on, and over GRANTOR'S undivided property interest. The Project will be publicly funded and shall be located on the following described property interest, including expressly, but not limited to, any interest in lands or water-covered lands which may be owned by GRANTOR (hereinafter called "said Lands"), to-wit:

The Lands subject to this Servitude is that portion of the land belonging to owner(s) as shown on Exhibit A, attached hereto and made a part hereof.

GRANTOR hereby warrants that GRANTOR understands the Project and accepts any and all impacts to said Lands resulting from construction and implementation of the Project.

I. This Agreement grants the rights to enter said Lands, (further identified on Exhibits A and A-1, attached hereto), to perform construction, operation, modification, monitoring, maintenance, and such other activities described on Exhibit B, (attached hereto), necessary to complete the Project.

II. PARISH agrees to give reasonable notice to GRANTOR prior to initiation of access to the said Lands for the purpose of implementing, constructing, operating, modifying, monitoring and maintaining the Project. Access to the project area will be made via water and the contractor will not be allowed to work on or from the land. All work will be performed from the water.

III. To the extent permitted by Louisiana law, PARISH shall, indemnify, and hold harmless GRANTOR against and from all costs, expenses, claims, demands, penalties, suits, fines, and actions of any kind and nature arising from the Project and caused by the actions and fault of PARISH or its agents, employees, contractors, successors, assigns and transferees, including any court costs and reasonable and actual litigation expenses and attorneys' fees. However, nothing herein shall be construed as indemnifying or holding GRANTOR or any third person not a party hereto harmless against its own fault or negligence or that of its agents, employees, contractors, successors, assigns and transferees. Should work on said Lands be performed via contract, PARISH shall ensure that the contractor lists GRANTOR as additional insured on all policies carried by the contractor, including completed operations coverage. The PARISH acknowledges, declares and stipulates that GRANTOR has provided this Agreement at no cost to the PARISH under the provisions of La. R.S. 49:214.6.10 C, as amended by 2010 Acts No. 734. This clause shall survive the term of this agreement.

IV. PARISH shall be responsible for repair in like manner of any fences, bridges, roads, and other similar facilities and appurtenances located on said Lands which may be damaged or destroyed by PARISH, or its designees while on said Lands, but such repair shall be to that condition which existed immediately prior to PARISH'S activities. PARISH shall remove or dispose of all debris associated with construction, operation and maintenance of the Project.

V. PARISH acknowledges that La. R.S. 49:214.5.5 provides that no rights whatsoever shall be created in the public, whether such rights be in the nature of ownership, servitude or use, with respect to any private lands or waters utilized, enhanced, created, or otherwise affected by activities of any governmental agency, local, state, or federal, or any person contracting with same for the performance of any activities, funded in whole or in part, by expenditures from the Coastal Protection and Restoration Fund or expenditures of parish funds. The PARISH further agrees that in the event legal proceedings are instituted by any person seeking recognition of a right of ownership, servitude, or use in, on, and over private property solely on the basis of the expenditure of funds from the Coastal Protection and Restoration Fund or expenditure of federal funds, that the Parish shall indemnify and hold harmless the owner of such property for any costs, expense, or loss related to such proceeding, including court costs and attorney's fees. To the extent permitted by La. R.S. 49:214.5.5, the servitude and right-of-way rights granted herein shall be considered real rights and covenants running with the land.

VI. It is understood GRANTOR shall retain the limits of its title and all property rights (subject to the rights of PARISH herein) in and to said Lands, and all minerals in, on and under said Lands are not affected in any way hereby. However, no structures and/or appurtenances constructed hereunder pursuant to the Grant on said Lands shall be adjusted, removed and/or interfered with by GRANTOR, or anyone holding rights by, through or under GRANTOR.

VII. Subject to the above, in its exercise of the rights herein granted, PARISH agrees not to unreasonably interfere with (a) oil and gas operations, (b) agricultural operations, and (c) hunting, trapping and alligator egg operations, (d) fishing, crabbing, or shrimping, now occurring, or authorized to occur, on said Lands. PARISH specifically acknowledges the continuing right of GRANTOR, its heirs, successors, assigns, transferees or lessees, to use, occupy and enjoy all of said Lands, for all purposes, in such manner at such times as they, or any of them, shall desire to use same, including, but without limitation, for the purpose of conducting oil, gas or other mineral operations on any of said Lands, for the exploration, discovery, production, storage, transportation and disposition of oil, gas, sulphur or other minerals, under oil, gas and mineral leases or otherwise, and for the purpose of farming, grazing, hunting and trapping fur-bearing animals, alligator egg operations, fishing, crabbing, or shrimping thereon, provided, however, that such use, occupation, and enjoyment shall not unreasonably interfere with the lawful activities of PARISH pursuant to this Agreement.

VIII. GRANTOR does not warrant title. GRANTOR specifically does not warrant or represent the correctness of any survey, or any of the plats attached hereto which purport to show the location of said Lands. If at any time any questions or litigation should arise as to the ownership of any part of the property covered hereby, or as to any boundary or limit of any part of the separate and various Lands covered by this Agreement, this Agreement shall not be construed to be, or permitted to serve as, evidence or as a basis of waiver of any legal rights against any party hereto, or prevent any party hereto from establishing its ownership, or having the boundaries or limits of its property determined, in any lawful manner, anything herein contained to the contrary notwithstanding.

IX. PARISH may assign or transfer, in whole or in part, any or all of its rights hereunder, but only to the extent necessary to implement the purposes of the Project on the said Lands.

X. This Agreement shall become effective upon the date of the signature of PARISH, and shall remain in effect for a term of seven (7) years unless sooner released by PARISH.

XI. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their heirs, successors in interest, transferees and assigns.

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

XIII. This Agreement does not confer or waive any rights except as provided herein.

IN WITNESS WHEREOF, GRANTOR has executed this Agreement in the presence of the undersigned witnesses on the date below:

WITNESSES: GRANTOR: ST. CHARLES LAND COMPANY, II, LLC By: David G. Monteleone Title: Managing Member Date: November 3, 2015

IN WITNESS WHEREOF, PARISH has executed this Agreement in the presence of the undersigned witnesses on the date below:

WITNESSES: St Charles Parish Government By: V.J. St. Pierre Jr. Title: Parish President Date: November 3, 2015

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this day of 2015, personally came and appeared David G. Monteleone to me known, who, being by me duly sworn, declared and acknowledged to me, Notary, that he is the Managing Member of ST. CHARLES LAND COMPANY, II, LLC, that as such duly authorized, by and with authority of the Articles of Organization of said limited liability company, he signed, and executed the foregoing instrument, as the free and voluntary act and deed of said limited liability company, for and on behalf of said limited liability company, and for the object and purposes therein set forth.

Print: NOTARY PUBLIC

Notary or Bar #

STATE OF LOUISIANA

PARISH OF ST CHARLES

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this day of 2015, personally came and appeared V.J. St. Pierre, Jr., me known, who declared that he is the Parish President, of Saint Charles Parish and that he executed the foregoing instrument on behalf of Parish and that the instrument was signed pursuant to the authority granted to him by said Parish and that he acknowledged the instrument to be the free act and deed of said Parish Governmental Entity.

Print Name: Leon C. Vial, III NOTARY PUBLIC

Notary or Bar # 58825 My commission expires: 11/11/16 (SEAL)

2015-0390 INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT (DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 15-11-14 An ordinance approving and authorizing the execution of Change Order No. 3 (Final) for Parish Project No. P020903, West Bank Multi-Use Path Phase III, State Project No. H.007552, Federal Aid Project No. 4510(500) to correct dollar amounts in the amount of \$202.05.

WHEREAS, Ordinance No. 12-3-1 adopted March 12, 2012, by the St. Charles Parish Council awarded construction of Parish Project No. P020903, West Bank Multi-Use Path Phase III, State Project No. H.007552, Federal Aid Project No. 4510(500), to Barriere Construction Co., LLC; and WHEREAS, Ordinance No. 13-10-16 adopted October 21, 2013, by the St. Charles Parish Council increased the contract amount by \$151,603.68 and increased the contract time by thirty (30) days; and WHEREAS, Ordinance No. 14-10-16 adopted October 24, 2014, by the St. Charles Parish Council increased the contract amount by \$2,454.54; and WHEREAS, the Louisiana Department of Transportation and Development Construction Audit section discovered that an incorrect percentage of asphalt was used in calculations related to the Asphalt Price Adjustment; thereby to correct the line item an increase of \$202.05 is required to the contract.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 3 (Final) for Parish Project No. P020903, West Bank Multi-Use Path Phase III, State Project No. H.007552, Federal Aid Project No. 4510(500) to increase the contract amount by \$202.05 is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Change Order on behalf of St. Charles Parish.

SECTION III. St. Charles Parish considers the project complete and accepts all improvements and modifications installed during execution of the project.

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

YEAS: SCHEXNAYDRE, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER NAYS: NONE ABSENT: LEWIS

And the ordinance was declared adopted this 2nd day of November 2015, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: SECRETARY: DIV/PARISH PRESIDENT: APPROVED: DISAPPROVED: PARISH PRESIDENT: RETD/SECRETARY: AT: RECD BY:

CHANGE ORDER No. 3 (Final)

DATE OF ISSUANCE: 10/9/15 EFFECTIVE DATE:

OWNER: St. Charles Parish Department of Public Works and Wastewater CONTRACTOR: Barriere Construction Co., LLC Comm: St. Charles Parish West Bank Multi-Use Path Phase III Project No. P020903-5 (State Project No. H.007552/731-45-0010 and Federal Aid Project No. 4510(500) Project: West Bank Multi-Use Path Phase III OWNER'S Contract No. P020903-5 ENGINEER'S Contract No. N/A

You are directed to make the following changes in the Contract Documents:

Description: 1. State Change Order 4: Amount: \$202.05

Reason for Change Order:

State Change Order 4: The purpose of this change order is to increase the Temporary Hay or Straw Bales by 7 for total of 44 and to increase the Fuel Price Adjustment by 174.05 for a total of 2,196.10. These changes are per review by Construction Audit.

Attachments: State Change Order 4

Table with 2 columns: CHANGE IN CONTRACT PRICE and CHANGE IN CONTRACT TIMES. Includes rows for Original Contract Price, Net Increase/Decrease, Contract Price with all approved Change Orders, and Contract Times with all approved Change Orders.

RECOMMENDED: APPROVED: ACCEPTED By: [Signatures] Date: 10/11/15 Date: 11-3-15 Date: 10/9/15

ECDC 1910-8-B (1996 Edition) Prepared by the Engineers Joint Contract Documents Committee and adopted by The Associated General Contractors of America and the Construction Specifications Institute.

2015-0396 INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT (DEPARTMENT OF PLANNING AND ZONING)

ORDINANCE NO. 15-11-15 An ordinance to approve a resubdivision of the T.C. Dufrene Estate & Lot 21-A-3 into lots herein designated as Lot 21-A-4, Lot 21-A-5 and Lot 1-TCDE of the T.C. Dufrene Estate situated in Section 11, T14S R20E, Bouitte, St. Charles Parish, La. Zoning District OL Council District 4, as requested by Jody Fahrig; and

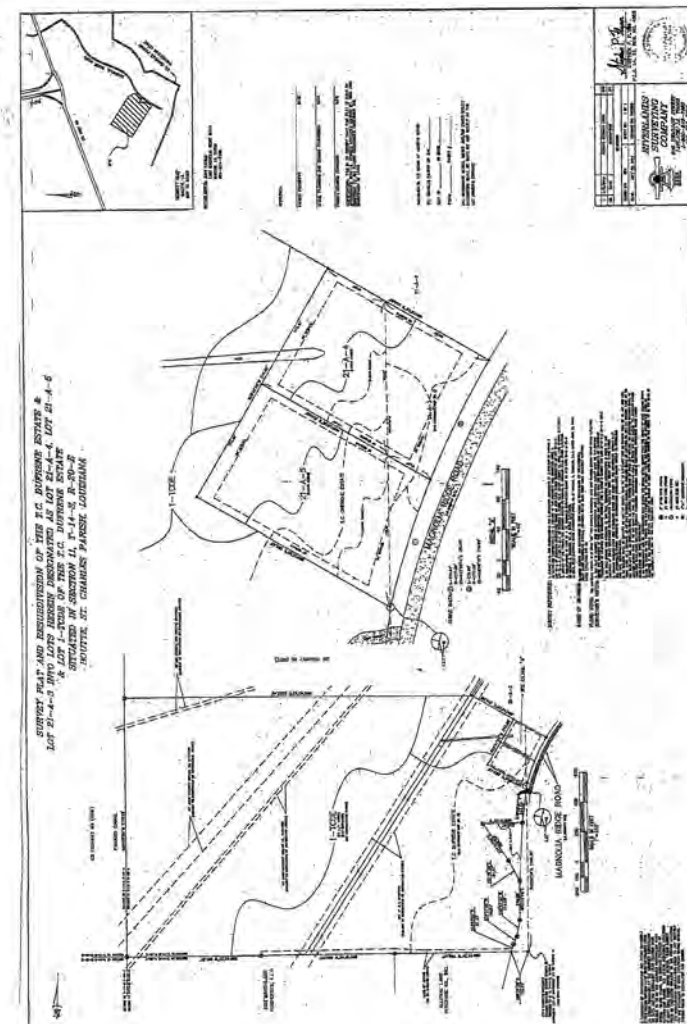
WHEREAS, at their October 8, 2015 meeting, the Planning Commission recommended approval of PZS-2015-35, a resubdivision of the T.C. Dufrene Estate & Lot 21-A-3 into lots herein designated as Lot 21-A-4, Lot 21-A-5 and Lot 1-TCDE of the T.C. Dufrene Estate situated in Section 11, T14S R20E, Bouitte, St. Charles Parish, La. Zoning District OL Council District 4, as requested by Jody Fahrig; and WHEREAS, the St. Charles Parish Subdivision Ordinance of 1981 (as amended) stipulates that consideration of a minor resubdivision by the Planning and Zoning Commission also requires approval by the St. Charles Parish Council.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS: SECTION I. That PZS-2015-35, a resubdivision of the T.C. Dufrene Estate & Lot 21-A-3 into lots herein designated as Lot 21-A-4, Lot 21-A-5 and Lot 1-TCDE of the T.C. Dufrene Estate situated in Section 11, T14S R20E, Bouitte, St. Charles Parish, La. Zoning District OL Council District 4, as requested by Jody Fahrig is hereby approved. SECTION II. The Parish President is hereby authorized to execute the attached surveys by Stephen P. Flynn, dated July 20, 2015, as revised August 6, 2015. The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: SCHEXNAYDRE, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER NAYS: NONE ABSENT: LEWIS

And the ordinance was declared adopted this 2nd day of November 2015, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: SECRETARY: DIV/PARISH PRESIDENT: APPROVED: DISAPPROVED: PARISH PRESIDENT: RETD/SECRETARY: AT: RECD BY:



2015-0397 INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT (DEPARTMENT OF PLANNING AND ZONING)

ORDINANCE NO. 15-11-16 An ordinance to approve a resubdivision of Lot 25, Good Hope Subdivision, Annex C, into Lots 25A & 25B, Good Hope Subdivision, Annex C, situated in Section 6, T12S R8E, St. Charles Parish, La. Zoning District C-2 & R-1A, Council District 6, as requested by Romeo J. Dufresne.

WHEREAS, at their October 8, 2015 meeting, the Planning Commission recommended approval of PZS-2015-36, a resubdivision of Lot 25, Good Hope Subdivision, Annex C, into Lots 25A & 25B, Good Hope Subdivision, Annex C, situated in Section 6, T12S R8E, St. Charles Parish, La. Zoning District C-2 & R-1A, Council District 6, as requested by Romeo J. Dufresne; and WHEREAS, the St. Charles Parish Subdivision Ordinance of 1981 (as amended) stipulates that consideration of a minor resubdivision by the Planning and Zoning Commission also requires approval by the St. Charles Parish Council.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That PZS-2015-36, a resubdivision of Lot 25, Good Hope Subdivision, Annex C, into Lots 25A & 25B, Good Hope Subdivision, Annex C, situated in Section 6, T12S R8E, St. Charles Parish, La. Zoning District C-2 & R-1A, Council District 6, as requested by Romeo J. Dufresne is hereby approved.

SECTION II. The Parish President is hereby authorized to execute the attached surveys by Matthew John Fore, dated August 31, 2015.

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

YEAS: SCHEXNAYDRE, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER NAYS: NONE ABSENT: LEWIS

And the ordinance was declared adopted this 2nd day of November 2015, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: SECRETARY: DIV/PARISH PRESIDENT: APPROVED: DISAPPROVED: PARISH PRESIDENT: RETD/SECRETARY: AT: RECD BY:



2015-0398 INTRODUCED BY: JULIA FISHER-PERRIER, COUNCILWOMAN, DISTRICT VII

ORDINANCE NO. 15-11-17 An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Section 15-5, Motor Vehicles and Traffic, of said Code, to provide for the installation of "NO PARKING ON GRASS" signs in the cul de sac on Monsanto Avenue, closest to St. Maria Street in Luling.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS: SECTION I. Traffic control signs have been posted by the Department of Public Works since the adoption of Ordinance No. 82-10-9. SECTION II. Several cars are using the area as a parking lot, the grassy area is currently used as a recreational area for neighborhood children and it needs to be preserved for grass and trees not to be used as a parking lot.

SECTION III. In accordance with Section 15-5, Motor Vehicles and Traffic, of the St. Charles Parish Code of Ordinances, the Department of Public Works is hereby authorized to order the erection, removal and location of such traffic control signs, signals, devices and markings as provided in the chapter or any amendments thereto. NOW, THEREFORE, WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, DO HEREBY ORDAIN that "NO PARKING ON GRASS" signs be installed in the cul de sac on Monsanto Avenue, closest to St. Maria Street in Luling. The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: SCHEXNAYDRE, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER NAYS: NONE ABSENT: LEWIS

And the ordinance was declared adopted this 2nd day of November 2015, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: SECRETARY: DIV/PARISH PRESIDENT: APPROVED: DISAPPROVED: PARISH PRESIDENT: RETD/SECRETARY: AT: RECD BY:

2015-0399
INTRODUCED BY: V. J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF FINANCE)
ORDINANCE NO. 15-11-18

An ordinance to amend the 2015 Consolidated Operating and Capital Budget to add Grant Revenues in the amount of \$235,000 and associated expenses - Improvements Other Than Buildings, for the new Generator for the Planning and Zoning Department.
WHEREAS, the 2015 St. Charles Parish Consolidated Operating and Capital Budget was adopted October 28, 2014 by Ordinance No. 14-10-20, and amended February 9, 2015 by Ordinance No. 15-2-3, April 1, 2015 by Executive Order 15-01, April 20, 2015 by Ordinance 15-4-16, April 20, 2015 by Ordinance 15-4-17, May 4, 2015 by Ordinance 15-5-7, May 4, 2015 by Ordinance 15-5-8, May 18, 2015 by Ordinance 15-5-10, May 21, 2015 by Executive Order 15-02, June 1, 2015 by Ordinance 15-6-16, June 1, 2015 by Executive Order 15-03, June 3, 2015 by Executive Order 15-04, June 3, 2015 by Executive Order 15-05, August 24, 2015 by Executive Order 15-06, August 20, 2015 by Executive Order 15-07, August 25, 2015 by Executive Order 15-08, September 8, 2015 by Ordinance 15-9-8, and,
WHEREAS, the Council has taken under consideration the study of the amendment to the St. Charles Parish Consolidated Operating and Capital Budget for fiscal year 2015 as shown by the Revision Schedule.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That in accordance with the provisions of Article V, Sections D, E, and F of the St. Charles Parish Home Rule Charter and with the Louisiana Local Government Budget Act (R.S. 39:1301 et. seq.), the St. Charles Parish Council does hereby amend the 2015 St. Charles Parish Consolidated Operating and Capital Budget, as amended, as per "Exhibit A".
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
YEAS: SCHEXNAYDRE, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: LEWIS
And the ordinance was declared adopted this 2nd day of November, 2015, to become effective five (5) days after publication in the Official Journal.

Table with columns: Description, Budgeted, Actual, Variance, Percent Variance. Includes sub-totals for Beginning Fund Balance, Current Year Revenues, and Ending Fund Balance.

2015-0400
INTRODUCED BY: V. J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)
ORDINANCE NO. 15-11-19

An ordinance to approve and authorize the Parish President to execute a perpetual Right-of-Way and Servitude Agreement on behalf of the Gravity Drainage District # 2 of St. Charles Parish as Grantor, in favor of Maurepas Pipeline, LLC as Grantee, across five (5) separate tracts of land in Sections 6 and 21, Township 12 South, Range 8 East.
WHEREAS, permanent access is needed for the construction and maintenance of one 6" Olefins pipeline, one 12" VGO pipeline and one 24" Crude Oil pipeline; and,
WHEREAS, Said tracts are more particularly described as Exhibit "A", Exhibit "B", Exhibit "C", "C-1" and "C-2", Exhibit "D" and Exhibit "E" in the Right-of-Way and Servitude Agreement attached hereto and made a part hereof, from the Gravity Drainage District # 2 of St. Charles Parish, as Grantor, to Maurepas Pipeline, LLC, as Grantee; and,
WHEREAS, Maurepas Pipeline, LLC, as Grantee will undertake construction of the three (3) pipelines referenced above and will install and maintain said pipelines under the terms and conditions of the Right-of-Way and Servitude Agreement and the requirements of the Parish of St. Charles Department of Public Works Project Permit No. 2015-07 attached to and made a part hereof.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the Parish President is hereby authorized to execute perpetual Right-of-Way and Servitude Agreement on behalf of the Gravity Drainage District # 2 of St. Charles Parish as Grantor, in favor of Maurepas Pipeline, LLC as Grantee, across five (5) separate tracts of land in Sections 6 and 21, Township 12 South, Range 8 East.
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
YEAS: SCHEXNAYDRE, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: LEWIS
And the ordinance was declared adopted this 2nd day of November, 2015 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: [Signature] RECD BY: [Signature]

STATE OF LOUISIANA Tract No. LA-SC-319.01, LA-SC-319.25, LA-SC-323.59, LA-SC-334.17 & LA-SC-334.19
PARISH OF ST. CHARLES

RIGHT-OF-WAY AND SERVITUDE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:
THAT for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and adequacy of which consideration are hereby acknowledged, GRAVITY DRAINAGE DISTRICT #2 OF ST. CHARLES PARISH, herein represented by V. J. St. Pierre, Jr., its Parish President, whose mailing address is P. O. Box 302, Hahnville, Louisiana 70057, and pursuant to Ordinance No. 15-11-19, adopted by St. Charles Parish Council on November 2, 2015, a copy of which is attached hereto and made a part hereof, ("Grantor"), does hereby grant and convey unto MAUREPAS PIPELINE, LLC, a Delaware Limited Liability Company, with offices at 3030 NW Expressway, Suite 1100, Oklahoma City, Oklahoma 73112, ("Grantee"), its successors and assigns, a right-of way and servitude being twenty-five feet (25') and ten feet (10') in width respectively, with the location of the centerline of said right-of-way and servitude as depicted on Exhibit "A", Exhibit "B", Exhibit "C", "C-1" and "C-2", Exhibit "D" and Exhibit "E" attached hereto and made a part hereof (the "Servitude") to survey, lay, construct, maintain, use, alter, inspect, operate, repair, replace, and remove one or more pipelines, and related appurtenances, for the transportation of oil, natural gas, other gases, water, liquids, or hydrocarbons together with such markers, signs, vents, cathodic protection leads, test stations, and other associated or necessary appurtenances, as deemed necessary or desirable by Grantee, upon, over, through and under lands situated in St. Charles Parish, Louisiana, to wit:

LA-SC-319.01 & LA-SC-319.25
That certain tract or parcel of land situated in Sections 6 and 21, Township 12 South, Range 8 East, St. Charles Parish, Louisiana, and being more particularly described in that certain Act of Sale and Exchange, dated March 30, 1961, recorded in Conveyance Book 31, Page 27, under Entry Number 21596 and that certain Cash Sale, dated March 29, 1961, recorded in Conveyance Book 31, Page 30, Entry Number 21597 all in the Conveyance Records for St. Charles Parish, Louisiana.

LA-SC-323.50, LA-SC-334.17 & LA-SC-334.19
That certain tract or parcel of land situated in Section 6, Township 12 South, Range 8 East, St. Charles Parish, Louisiana, designated as a 40 foot strip of land along side of Good Hope Subdivision, and being more particularly described in that certain Donation of Separate Property, dated June 30, 1961, recorded in Conveyance Book 31, Page 90, Entry Number 21641 of the Conveyance Records for St. Charles Parish, Louisiana.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns subject to the following terms and conditions:

- A) Grantor and Grantee agree:
(1) that Grantee shall pay for any damage to fences, crops or timber, that may result from Grantee's exercise of any of the rights and privileges hereby granted; but after the pipeline(s) has/have been constructed, Grantee shall not thereafter be liable for any damages resulting from trimming, removing or mowing trees, brush, or undergrowth from or within the Servitude and shall not be liable for any damage to personal property or improvements which are prohibited within the Servitude under the terms of this Right-of-Way and Servitude Agreement ("Agreement"); and
(2) that, if the above described lands are under mortgage, the recited consideration, or any part thereof, may be made jointly to Grantor and the mortgagee(s) of record.
B) In addition to and in furtherance of the rights stated above, Grantee has the right:
(1) of ingress to and egress from the Servitude, as defined above, and the temporary right-of-way workspace, as defined below, in order to effect Grantee's rights granted by this Agreement, at will of Grantee; and
(2) from time to time to mow and otherwise clear and maintain the Servitude and right-of-way area and to cut and remove all trees, undergrowth and other obstructions that may injure, endanger, or interfere with the rights of Grantee hereunder; and
(3) subject to all of the provisions of this instrument, to use any and all roads now existing or which may hereafter be constructed on the above described land, provided, however, that if Grantee uses existing roads, Grantee will, except for normal wear and tear, repair any damage done thereto by Grantee; and
(4) to use temporary right-of-way workspace during construction of the pipeline(s) or associated facilities as depicted on Exhibit "A", attached hereto. This temporary right-of-way workspace shall terminate three hundred sixty-five (365) days, unless extended by Force Majeure, from the date pipe stringing begins on Grantor's property.

Except as may be specifically otherwise provided in this Agreement, neither party shall be liable for delays in performance or for non-performance directly occasioned or caused by force majeure. The term "Force Majeure," as used in this Agreement, shall mean causes beyond the reasonable control of the party claiming to be affected thereby, including, without limitation, acts of God, storms, war, fire, strikes, lockouts or differences with workers, acts of the public enemy, insurrections, riots, tropical disturbances which are given names by the United States National Hurricane Center, breakage of or damage to machinery or lines of pipe, inability to obtain easements, servitudes or rights of way or pipeline tie-ins, adverse market conditions, or rules or regulations of any governmental authority asserting jurisdiction or control, compliance with which makes continuance of operations impossible. Additionally, should conditions at the Servitude, in the reasonable opinion of Grantee, become such that a continuation of operations would be unduly hazardous, Grantee may suspend operations and such suspension shall be considered a Force Majeure event.

- C) Grantee must:
(1) bury the pipeline(s), excluding appurtenant facilities that are customarily located above grade, at a minimum depth of thirty six (36) inches except in areas of consolidated rock where the minimum depth will be eighteen (18) inches; and
(2) GRANTEE AGREES TO INDEMNIFY AND HOLD GRANTOR HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, OR LOSSES BECAUSE OF INJURY OR DAMAGE TO THIRD PARTIES CAUSED BY THE GRANTEE'S ACTIVITIES ON OR USE OF GRANTOR'S LANDS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THIS INDEMNITY IS NOT INTENDED TO AND DOES NOT PROVIDE FOR INDEMNIFICATION ARISING FROM OR CAUSED BY GRANTOR'S NEGLIGENCE OR WILLFUL MISCONDUCT. SPECIFICALLY EXCLUDED FROM THE FOREGOING INDEMNITY IS ANY CLAIM FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY CLAIM FOR THE DISCOVERY OF ADVERSE ENVIRONMENTAL CONDITIONS NOT CAUSED BY GRANTEE.

- D) Grantor:
(1) may fully use and enjoy the above described lands encumbered by this Servitude, except that such use and enjoyment shall not create hazardous situations, hinder, conflict or interfere with the exercise of Grantee's rights hereunder; but
(2) may not construct, nor permit others to construct, any house, building, or other structure or obstructions on or over this Servitude without the prior written consent of the Grantee; or
(3) may not impound water or other substance, or
(4) may not make any other use of the above described lands which will unreasonably interfere with the rights conveyed to the Grantee herein.
(5) hereby warrants and agrees to defend title to the land on which this Servitude is given.
E) The rights of the parties created in this Agreement constitute covenants running with the land and are binding upon and inure to the benefit of Grantor and Grantee, respectively, and their respective heirs, executors, administrators, successors, and assigns. Grantee may assign or transfer this Agreement in whole or in part, to one or more assignees.

- F) It is distinctly understood and agreed that this does not constitute a conveyance of any part of the land above described nor of the minerals therein and thereunder, but grants only the right-of-way and servitude as above provided.
G) It is understood and agreed that Grantee shall be entitled to exercise any of the rights granted hereunder at any time and from time to time for so long as this Agreement remains in force and effect and the non-exercise of any such rights shall not be deemed to constitute a waiver of any of such rights.

- H) This Agreement may be executed by signing the original or a counterpart thereof. If this instrument is executed in counterparts, all counterparts taken together shall have the same effect as if all parties had signed the same Agreement. This Agreement shall be binding upon each party executing the original or any counterpart thereof, regardless of whether all parties with an ownership interest in the above described lands join in the execution of this instrument.
I) This agreement shall be construed in accordance with and governed by the laws of the State of Louisiana, without regard to its conflict of law's provisions. This Agreement may not be modified orally, but only by an agreement in writing signed by the parties.
J) In case any provision in this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, GRANTOR has executed this Right of Way and Servitude Agreement this \_\_\_ day of \_\_\_, 2015.

WITNESSES: GRANTOR:
GRAVITY DRAINAGE DISTRICT #2 OF ST. CHARLES PARISH
BY: V. J. ST. PIERRE, JR.

Print Name:
Print Name:

STATE OF LOUISIANA
PARISH OF ST. CHARLES

RIGHT-OF-WAY AND SERVITUDE AGREEMENT

On this \_\_\_ day of \_\_\_, 2015, before me personally appeared \_\_\_, who, being by me duly sworn, stated under oath that he/she was one of the subscribing witnesses to the foregoing instrument and that the same was signed by V. J. ST. PIERRE, JR., PARISH PRESIDENT and that the foregoing instrument was signed in his/her presence and in the presence of the other subscribing witness.
Notary Public, State of Louisiana
Printed Name:
Notary ID No.:
My Commission Expires:
IN WITNESS WHEREOF, GRANTEE has executed this Right of Way and Servitude Agreement this \_\_\_ day of \_\_\_, 2015.
WITNESSES: GRANTEE:
MAUREPAS PIPELINE, LLC
By: MAUREPAS HOLDING, LLC, its sole member
By: SemDevelopment, L.L.C.

BY: ALLAN L. DYE
DIRECTOR LAND SERVICES
Print Name:
Print Name:

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA
On this \_\_\_ day of \_\_\_, 2015, before me, Notary, personally came and appeared ALLAN L. DYE, to me known, who, being by me first duly sworn, did say that he is the DIRECTOR LAND SERVICES of MAUREPAS PIPELINE, LLC, and that the foregoing instrument was signed on behalf of said limited liability company by its DIRECTOR LAND SERVICES and that he/she acknowledged this instrument to be the free act and deed of said limited liability company.
Notary Public
(Printed or printed name)
Notary ID No.
My Commission Expires:

2015-0401
INTRODUCED BY: V. J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)
ORDINANCE NO. 15-11-20

An ordinance to approve and authorize the Parish President to execute a perpetual Right-of-Way and Servitude Agreement on behalf of St. Charles Parish Sewerage District No. 1 as Grantor, in favor of Maurepas Pipeline, LLC as Grantee, across one (1) tract of land in Section 21, Township 12 South, Range 8 East.
WHEREAS, permanent access is needed for the construction and maintenance of one 6" Olefins pipeline, one 12" VGO pipeline and one 24" Crude Oil pipeline; and,
WHEREAS, Said tract is more particularly described as Exhibit "A" in the Right-of-Way and Servitude Agreement attached hereto and made a part hereof, from St. Charles Parish Sewerage District No. 1 of St. Charles Parish as Grantor, to Maurepas Pipeline, LLC, as Grantee; and,
WHEREAS, Maurepas Pipeline, LLC, as Grantee will undertake construction of the three (3) pipelines referenced above and will install and maintain said pipelines under the terms and conditions of the Right-of-Way and Servitude Agreement and the requirements of the Parish of St. Charles Department of Public Works Project Permit No. 2015-07 attached to and made a part hereof.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the Parish President is hereby authorized to execute the perpetual Right-of-Way and Servitude Agreement on behalf of St. Charles Parish Sewerage District No. 1 as Grantor, in favor of Maurepas Pipeline, LLC as Grantee, across one (1) tract of land in Section 21, Township 12 South, Range 8 East.
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
YEAS: SCHEXNAYDRE, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: LEWIS
And the ordinance was declared adopted this 2nd day of November, 2015, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: [Signature] RECD BY: [Signature]

STATE OF LOUISIANA Tract No. LA-SC-318.02
PARISH OF ST. CHARLES

RIGHT-OF-WAY AND SERVITUDE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:
THAT for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and adequacy of which consideration are hereby acknowledged, ST. CHARLES PARISH SEWERAGE DISTRICT NO. 1, herein represented by V. J. St. Pierre, Jr., its Parish President, whose mailing address is P. O. Box 302, Hahnville, Louisiana 70057, and pursuant to Ordinance No. 15-11-20, adopted by St. Charles Parish Council on November 2, 2015, a copy of which is attached hereto and made a part hereof, ("Grantor"), does hereby grant and convey unto MAUREPAS PIPELINE, LLC, a Delaware Limited Liability Company, with offices at 3030 NW Expressway, Suite 1100, Oklahoma City, Oklahoma 73112, ("Grantee"), its successors and assigns, a right-of way and servitude being thirty feet (30') in width, with the location of the centerline of said right-of-way and servitude as depicted on Exhibit "A", attached hereto and made a part hereof (the "Servitude") to survey, lay, construct, maintain, use, alter, inspect, operate, repair, replace, and remove one or more pipelines, and related appurtenances, for the transportation of oil, natural gas, other gases, water, liquids, or hydrocarbons together with such markers, signs, vents, cathodic protection leads, test stations, and other associated or necessary appurtenances, as deemed necessary or desirable by Grantee, upon, over, through and under lands situated in St. Charles Parish, Louisiana, to wit:

That certain tract or parcel of land situated in Sections 6 and 21, Township 12 South, Range 8 East, St. Charles Parish, Louisiana, and being more particularly described in that certain Cash Sale, dated October 21, 1958, recorded in Conveyance Book 25, Page 188, under Entry Number 19506 and that certain Act of Sale, dated March 3, 1976, recorded in Conveyance Book 173, Page 290, Entry Number 51472 all in the Conveyance Records for St. Charles Parish, Louisiana.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns subject to the following terms and conditions:

- A) Grantor and Grantee agree:
(1) that Grantee shall pay for any damage to fences, crops or timber, that may result from Grantee's exercise of any of the rights and privileges hereby granted; but after the pipeline(s) has/have been constructed, Grantee shall not thereafter be liable for any damages resulting from trimming, removing or mowing trees, brush, or undergrowth from or within the Servitude and shall not be liable for any damage to personal property or improvements which are prohibited within the Servitude under the terms of this Right-of-Way and Servitude Agreement ("Agreement"); and
(2) that, if the above described lands are under mortgage, the recited consideration, or any part thereof, may be made jointly to Grantor and the mortgagee(s) of record.
B) In addition to and in furtherance of the rights stated above, Grantee has the right:
(1) of ingress to and egress from the Servitude, as defined above, and the temporary right-of-way workspace, as defined below, in order to effect Grantee's rights granted by this Agreement, at will of Grantee; and
(2) from time to time to mow and otherwise clear and maintain the Servitude and right-of-way area and to cut and remove all trees, undergrowth and other obstructions that may injure, endanger, or interfere with the rights of Grantee hereunder; and
(3) subject to all of the provisions of this instrument, to use any and all roads now existing or which may hereafter be constructed on the above described land, provided, however, that if Grantee uses existing roads, Grantee will, except for normal wear and tear, repair any damage done thereto by Grantee; and
(4) to use temporary right-of-way workspace during construction of the pipeline(s) or associated facilities as depicted on Exhibit "A", attached hereto. This temporary right-of-way workspace shall terminate three hundred sixty-five (365) days, unless extended by Force Majeure, from the date pipe stringing begins on Grantor's property.

Except as may be specifically otherwise provided in this Agreement, neither party shall be liable for delays in performance or for non-performance directly occasioned or caused by force majeure. The term "Force Majeure," as used in this Agreement, shall mean causes beyond the reasonable control of the party claiming to be affected thereby, including, without limitation, acts of God, storms, war, fire, strikes, lockouts or differences with workers, acts of the public enemy, insurrections, riots, tropical disturbances which are given names by the United States National Hurricane Center, breakage of or damage to machinery or lines of pipe, inability to obtain easements, servitudes or rights of way or pipeline tie-ins, adverse market conditions, or rules or regulations of any governmental authority asserting jurisdiction or control, compliance with which makes continuance of operations impossible. Additionally, should conditions at the Servitude, in the reasonable opinion of Grantee, become such that a continuation of operations would be unduly hazardous, Grantee may suspend operations and such suspension shall be considered a Force Majeure event.

- C) Grantee must:
(1) bury the pipeline(s), excluding appurtenant facilities that are customarily located above grade, at a minimum depth of thirty six (36) inches except in areas of consolidated rock where the minimum depth will be eighteen (18) inches; and
(2) GRANTEE AGREES TO INDEMNIFY AND HOLD GRANTOR HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, OR LOSSES BECAUSE OF INJURY OR DAMAGE TO THIRD PARTIES CAUSED BY THE GRANTEE'S ACTIVITIES ON OR USE OF GRANTOR'S LANDS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THIS INDEMNITY IS NOT INTENDED TO AND DOES NOT PROVIDE FOR INDEMNIFICATION ARISING FROM OR CAUSED BY GRANTOR'S NEGLIGENCE OR WILLFUL MISCONDUCT. SPECIFICALLY EXCLUDED FROM THE FOREGOING INDEMNITY IS ANY CLAIM FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY CLAIM FOR THE DISCOVERY OF ADVERSE ENVIRONMENTAL CONDITIONS NOT CAUSED BY GRANTEE.
D) Grantor:
(1) may fully use and enjoy the above described lands encumbered by this Servitude, except that such use and enjoyment shall not create hazardous situations, hinder, conflict or interfere with the exercise of Grantee's rights hereunder; but

(2) may not construct, nor permit others to construct, any house, building, or other structure or obstructions on or over this Servitude without the prior written consent of the Grantee; or
(3) may not impound water or other substance, or
(4) may not make any other use of the above described lands which will unreasonably interfere with the rights conveyed to the Grantee herein.
(5) hereby warrants and agrees to defend title to the land on which this Servitude is given.
E) The rights of the parties created in this Agreement constitute covenants running with the land and are binding upon and inure to the benefit of Grantor and Grantee, respectively, and their respective heirs, executors, administrators, successors, and assigns. Grantee may assign or transfer this Agreement in whole or in part, to one or more assignees.
F) It is distinctly understood and agreed that this does not constitute a conveyance of any part of the land above described nor of the minerals therein and thereunder, but grants only the right-of-way and servitude as above provided.
G) It is understood and agreed that Grantee shall be entitled to exercise any of the rights granted hereunder at any time and from time to time for so long as this Agreement remains in force and effect and the non-exercise of any such rights shall not be deemed to constitute a waiver of any of such rights.
H) This Agreement may be executed by signing the original or a counterpart thereof. If this instrument is executed in counterparts, all counterparts taken together shall have the same effect as if all parties had signed the same Agreement. This Agreement shall be binding upon each party executing the original or any counterpart thereof, regardless of whether all parties with an ownership interest in the above described lands join in the execution of this instrument.
I) This agreement shall be construed in accordance with and governed by the laws of the State of Louisiana, without regard to its conflict of law's provisions. This Agreement may not be modified orally, but only by an agreement in writing signed by the parties.
J) In case any provision in this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, GRANTOR has executed this Right of Way and Servitude Agreement this \_\_\_ day of \_\_\_, 2015.

WITNESSES: GRANTOR:
ST. CHARLES PARISH SEWAGE DISTRICT NO. 1
BY: V. J. ST. PIERRE, JR.

STATE OF LOUISIANA
PARISH OF ST. CHARLES

On this \_\_\_ day of \_\_\_, 2015, before me personally appeared \_\_\_, who, being by me duly sworn, stated under oath that he/she was one of the subscribing witnesses to the foregoing instrument and that the same was signed by V. J. ST. PIERRE, JR., PARISH PRESIDENT and that the foregoing instrument was signed in his/her presence and in the presence of the other subscribing witness.

Notary Public, State of Louisiana
Printed Name:
Notary ID No.:
My Commission Expires:

IN WITNESS WHEREOF, GRANTEE has executed this Right of Way and Servitude Agreement this \_\_\_ day of \_\_\_, 2015.

WITNESSES: GRANTEE:
MAUREPAS PIPELINE, LLC
By: MAUREPAS HOLDING, LLC, Its sole member
By: SemDevelopment, L.L.C.
BY: ALLAN L. DYE
DIRECTOR LAND SERVICES

STATE OF OKLAHOMA
COUNTY OF OKLAHOMA

On this \_\_\_ day of \_\_\_, 2015, before me, Notary, personally came and appeared ALLAN L. DYE, to me known, who, being by me first duly sworn, did say that he is the DIRECTOR LAND SERVICES of MAUREPAS PIPELINE, LLC, and that the foregoing instrument was signed on behalf of said limited liability company by its DIRECTOR LAND SERVICES and that he/she acknowledged this instrument to be the free act and deed of said limited liability company.

Notary Public:
(typical or printed name)
Notary ID No.
My Commission Expires:

2015-0395
INTRODUCED BY: V. J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PLANNING AND ZONING)
ORDINANCE NO. 15-11-21

An ordinance to revoke and abandon a 60-foot by 124.94 foot right-of-way for an undeveloped, unnamed street located between Lot 307, Fashion Plantation Estates, Phase II (700 S. Fashion Blvd) and Lot 308, Fashion Plantation Estates, Phase II (702 S. Fashion Blvd) in favor of the abutting property owners.
WHEREAS, right-of-way is situated between Lot 307, Fashion Plantation Estates, Phase II (700 S. Fashion Blvd) and Lot 308, Fashion Plantation Estates, Phase II (702 S. Fashion Blvd); and
WHEREAS, said right-of-way was laid out as access for Lot 307, a lot to be donated to the Hahnville Volunteer Fire Department (HVFD); and
WHEREAS, said right-of-way was laid out as access for Lot 307, a lot to be donated to the Hahnville Volunteer Fire Department; and
WHEREAS, HVFD did not accept donation of Lot 307 and the developer sold it for single-family residential; and
WHEREAS, as required by Chapter 2 Section 4 of the St. Charles Parish Code of Ordinances, that certain property has been determined to have no public use or benefit; and
WHEREAS, the St. Charles Parish Council wishes to revoke said property pursuant to Chapter 2 Section 2-4 of the Code of Ordinances; and
WHEREAS, revoking the undeveloped right-of-way will create Lots 307A and 308A, Fashion Plantation Estates, Phase II; and
WHEREAS, the St. Charles Parish Council has approved the supporting resolution to create Lots 307A and 308A, Fashion Plantation Estates, Phase II.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the 80-foot by 149.84 foot right-of-way, originally shown on the plat titled "Final Plat Fashion Plantation Estates, Phase II," by Lucien Gassen, dated September 21, 2002 is hereby revoked.
SECTION II. That the Parish President is hereby authorized to execute the attached Act of Revocation in favor of adjacent property owners as further shown a survey by Lucien Gassen, PLS, dated January 6, 2015.
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
YEAS: SCHEXNAYDRE, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: LEWIS
And the ordinance was declared adopted this 2nd day of November, 2015, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN:
SECRETARY:
DLYD/PARISH PRESIDENT:
APPROVED:
PARISH PRESIDENT:
RET/SECRETARY:
AT: RECD BY:

ACT OF PARTIAL REVOCATION UNITED STATES OF AMERICA
BY: ST. CHARLES PARISH STATE OF LOUISIANA
OF: A PORTION OF SOUTH FASHION BOULEVARD & 10' UTILITY SERVITUDE PARISH OF ST. CHARLES

BE IT KNOWN, that on this \_\_\_ day of \_\_\_, in the year of Our Lord Two Thousand and Fifteen (2015).

BEFORE ME, the undersigned authority, a Notary Public, duly commissioned and qualified in and for the Parish and State aforesaid, therein residing, and in the presence of the two competent witnesses hereinafter named and undersigned,

PERSONALLY CAME AND APPEARED:

ST. CHARLES PARISH, herein appearing by and through V. J. St. Pierre, Jr., Parish President, duly authorized by virtue of Ordinance No. 15-11-21 of the St. Charles Parish Council adopted on November 2, 2015, a certified copy of which is annexed hereto and made part hereof.

APPEARER declared unto me, Notary, as follows: that by Ordinance No. 2002-0443 recorded on October 23, 2002, in COB 609, folio 560, Entry No. 271858 of the official records of St. Charles Parish, the residential development by Fashion Plantation Estates, LLC (the "Developer") known as FASHION PLANTATION ESTATES PHASE II was approved and the streets and public servitudes associated therewith were dedicated to the Parish of St. Charles.

Included within said dedication was the following described portion of ground (the "Property") forming an extension of South Fashion Blvd. between what is depicted as Parcel B and Lot 307 on the Plan of Resubdivision recorded at COB 609, folio 560:

Beginning at the southeast corner of Parcel B at that point marked with a 1/2" iron rod (the "Point of Beginning"); thence proceed N32°58'45"W a distance of 124.94' to a point marked with a 1/2" iron rod; thence proceed N57°01'15"E a distance of 60.00' to a point marked with a 1/2" iron rod; thence proceed S32°58'45"E a distance of 124.00' to a point marked with a 1/2" iron rod constituting the southwest corner of Lot 307; thence proceed S56°07'47"W a distance of 60.00' back to the Point of Beginning.

The Property was dedicated by the Developer to St. Charles Parish as an extension of South Fashion Blvd. in conjunction with the donation of Lot 307 by the Developer to the Hahnville Fire Department (the "Fire Department"). The donation to the Fire Department is recorded at COB \_\_\_, folio \_\_\_. As recited therein, the donation required the Fire Department to construct a fully operational fire station on Lot 307 within five years of the donation. The Property was to provide the Fire Department with a side entrance to the fire station. However, the Fire Department was not timely able to construct the fire station. Consequently, the donation was revoked and Lot 307 reverted back to the Developer pursuant to the Act of Revocation of Onerous donation recorded at COB \_\_\_, folio \_\_\_.

In connection with the development of FASHION PLANTATION ESTATES PHASE III, what was depicted as Parcel B on the Plan of Resubdivision for Fashion Plantation Estates Phase II was resubdivided into Lots 308, 309 and 310. By Act of Sale recorded at COB 679, folio 470, Lot 308 was sold by the Developer to Elaine Naranjo. By Act of Sale recorded at COB 811, folio 135, Lot 307 was sold by the Developer to Justin J. Loupe and Heather Higginbotham Loupe. Consequently, the Property is now bordered by privately held lots (Lot 307 on the north east and Lot 308 on the south west) and no longer serves a public function.

Because the Property serves no public function whatsoever, the current owners of Lot 307 and Lot 308 have requested the Parish of St. Charles to revoke the dedication of the Property as a portion of South Fashion Blvd. By operation of law, upon the revocation of the Property from the defined boundaries of South Fashion Blvd., one half of the property will revert to the owner of Lot 307, and the other half of the property will revert to the owner of Lot 308. Because it has been determined by the St. Charles Parish Council that the Property in question serves no public purposes whatsoever and that it is in the best interest of St. Charles Parish to revoke the dedication of the Property from the defined boundaries of South Fashion Blvd. in accordance with La. R. S. 48:701:

NOW THEREFORE, ST. CHARLES PARISH, herein appearing by and through V. J. ST. PIERRE, JR., Parish President, duly authorized by virtue of Ordinance No. 15-11-21 of the St. Charles Parish Council adopted on November 2, 2015, a certified copy of which is annexed hereto and made part hereof, does hereby revoke the dedication of the Property from the defined boundaries of South Fashion Blvd. Without any warranty whatsoever, but with full substitution and subrogation in and to all the rights and actions of warranty which it has or may have, the said St. Charles Parish does hereby convey, transfer, assign, set over, abandon and quitclaim all of its rights, title and interests in and to the following described portion of the Property to Justin J. Loupe and Heather Higginbotham Loupe as the current owners of Lot 307 contiguous to the Property on its north eastern side, all in accordance with and as directed by the provisions of La. R. S. 48:701:

Beginning at the southwest corner of Lot 307 at that point marked with a 1/2" iron rod (the "Point of Beginning"); thence proceed N32°58'45"W a distance of 124.00' to a point marked with a 1/2" iron rod; thence proceed S57°01'15"W a distance of 30.00' to a point marked with a 1/2" iron rod; thence proceed S32°58'45"E a distance of 124.47' to a point marked with a 1/2" iron rod; thence proceed N56°07'47"W a distance of 30.00' back to the Point of Beginning. Being that portion of the Property resubdivided into Lot 307A as more fully shown on that certain Plan of Resubdivision by Lucien C. Gassen, dated January 6, 2015 entitled Resubdivision of Lots 307, 308 and a 60 Foot Access To Be Revoked Fashion Plantation Estates Phase II into Lots 307A & 308A in Sections 7 & 8, T13S - R20E St. Charles Parish, Louisiana, which is incorporated herein by reference.

And further without any warranty whatsoever, but with full substitution and subrogation in and to all the rights and actions of warranty which it has or may have, the said St. Charles Parish does hereby convey, transfer, assign, set over, abandon and quitclaim all of its rights, title and interests in and to the following described portion of the Property to Elaine Naranjo as the current owner of Lot 308 contiguous to the Property on its south western side, all in accordance with and as directed by the provisions of La. R. S. 48:701:

Beginning at the southeast corner of Lot 308 at that point marked with a 1/2" iron rod (the "Point of Beginning"); thence proceed N32°58'45"W a distance of 124.94' to a point marked with a 1/2" iron rod; thence proceed N57°01'15"E a distance of 30.00' to a point marked with a 1/2" iron rod; thence proceed S32°58'45"E a distance of 124.47' to a point marked with a 1/2" iron rod; thence proceed S56°07'47"W a distance of 30.00' back to the Point of Beginning. Being that portion of the Property resubdivided into Lot 308A as more fully shown on that certain Plan of Resubdivision by Lucien C. Gassen, dated January 6, 2015 entitled Resubdivision of Lots 307, 308 and a 60 Foot Access To Be Revoked Fashion Plantation Estates Phase II into Lots 307A & 308A in Sections 7 & 8, T13S - R20E St. Charles Parish, Louisiana, which is incorporated herein by reference.

TO HAVE AND TO HOLD the above described property unto the said Elaine Naranjo, Justin J. Loupe and Heather Higginbotham Loupe, appearing herein to accept the transfer to them of their respective interest in the Property for themselves, their heirs, successors, and assigns forever, and to acknowledge due delivery and possession thereof. The Property is currently tax exempt. Elaine Naranjo, Justin J. Loupe and Heather Higginbotham Loupe assume any taxes to be levied on that portion of the Property conveyed to them pursuant to this Act of Revocation.

ST. CHARLES PARISH, herein further appearing by and through V. J. ST. PIERRE, JR., Parish President, duly authorized by virtue of Ordinance No. 15-11-21 of the St. Charles Parish Council adopted on November 2, 2015, a certified copy of which is annexed hereto and made part hereof, does hereby also revoke the dedication of that certain 10' Utility Servitude running along the northeastern sideline of original Lot 308, because said portion of the 10' Utility Servitude serves no public function whatsoever. The section of the 10' Utility Servitude being revoked herein is shown as "10 Utility Servitude To Be Revoked" on that certain Plan of Resubdivision by Lucien C. Gassen, dated January 6, 2015, attached hereto.

THUS DONE AND PASSED, in multiple originals, in my office, the undersigned Notary Public in and for the State of Louisiana, Parish of St. Charles, on the day, month and year herein first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after reading the whole.

WITNESSES: ST. CHARLES PARISH
Printed Name: Andrew Colana
Printed Name: [Signature]
NOTARY PUBLIC
Printed name: [Signature]
Notary/Bar No. 55822

THUS DONE AND PASSED, in multiple originals, in my office, the undersigned Notary Public in and for the State of Louisiana, Parish of St. Charles, on the day, month and year herein first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after reading the whole.

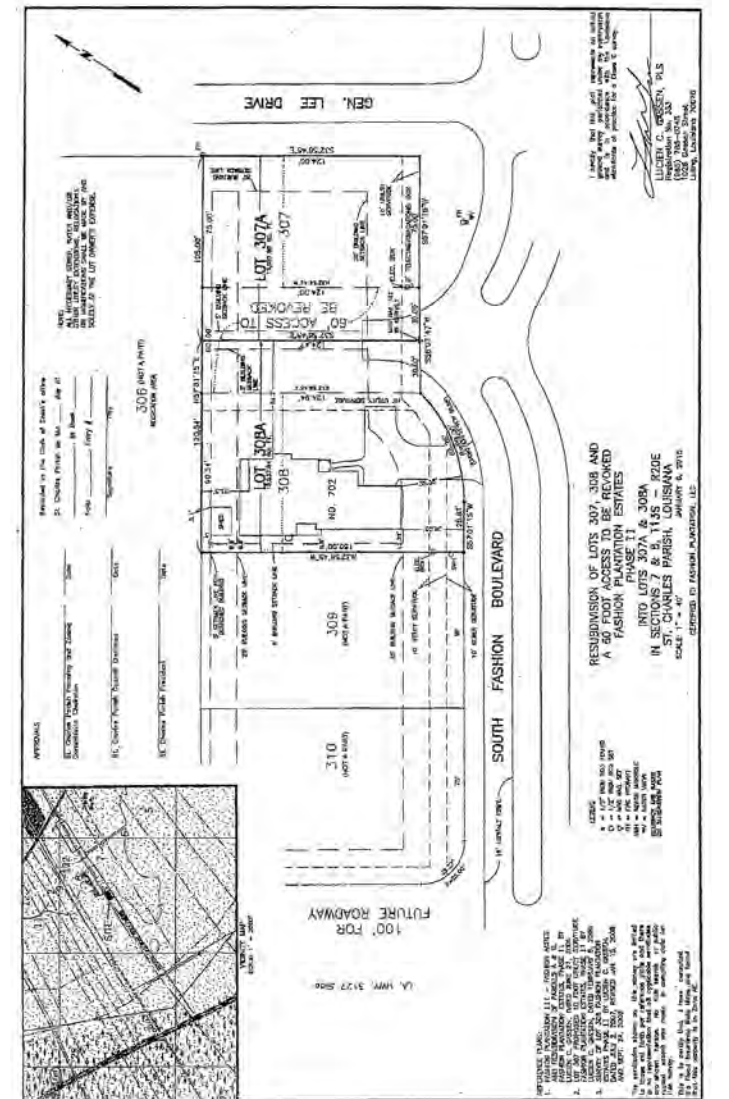
WITNESSES: OWNERS OF LOT 307
Printed Name: Justin J. Loupe
Printed Name: Heather Higginbotham Loupe

NOTARY PUBLIC
Printed name: [Signature]
Notary/Bar No. [Signature]

THUS DONE AND PASSED, in multiple originals, in my office, the undersigned Notary Public in and for the State of Louisiana, Parish of St. Charles, on the day, month and year herein first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after reading the whole.

WITNESSES: OWNER OF LOT 308
Printed Name: Elaine Naranjo
Printed Name: [Signature]

NOTARY PUBLIC
Printed name: [Signature]
Notary/Bar No. [Signature]



2013-0293
RESOLUTION NO. 6196
A resolution to appoint a member to the Industrial Development Board.
WHEREAS, There exists a vacancy on the INDUSTRIAL DEVELOPMENT BOARD due to the expiration of the term of Mr. Charlie Wilson, Jr. on October 1, 2013; and
WHEREAS, It is the desire of the Parish Council to fill this vacancy; and
NOW, THEREFORE, BE IT RESOLVED, that Mr. Kenneth "Kenny" Perrier is hereby appointed to fill the unexpired term on the INDUSTRIAL DEVELOPMENT BOARD and,
BE IT FURTHER RESOLVED that said appointment shall be effective IMMEDIATELY and shall expire OCTOBER 1, 2019.
The foregoing resolution having been submitted to a vote, the vote thereon was as follows:
YEAS: SCHEXNAYDRE, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER
NAYS: NONE
ABSENT: LEWIS
ABSTAIN: FISHER-PERRIER
And the resolution was declared adopted this 2nd day of November, 2015, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN:
SECRETARY:
DLYD/PARISH PRESIDENT:
APPROVED:
PARISH PRESIDENT:
RET/SECRETARY:
AT: RECD BY:

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.
TIFFANY K. CLARK
COUNCIL SECRETARY

Publish November 12th, 2015

Legals deadline is Friday at 3 p.m. for the following issue.
985-758-2795

## PUBLIC NOTICE

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWAREIn re:  
SAMSON RESOURCES CORPORATION, et al.<sup>1</sup>  
Debtors.  
Chapter 11  
Case No. 15-11934 (CSS)  
(Jointly Administered)

## NOTICE OF DEADLINES FOR THE FILING OF PROOFS OF CLAIM, INCLUDING REQUESTS FOR PAYMENTS UNDER SECTION 503(b)(9) OF THE BANKRUPTCY CODE

THE GENERAL BAR DATE IS NOVEMBER 20, 2015  
THE GOVERNMENTAL BAR DATE IS MARCH 14, 2016  
THE AMENDED SCHEDULES BAR DATE IS AS DEFINED HEREIN  
THE REJECTION DAMAGES BAR DATE IS AS DEFINED HEREIN

## PLEASE TAKE NOTICE OF THE FOLLOWING:

**Deadlines for Filing Proofs of Claim.** On October 16, 2015, the United States Bankruptcy Court for the District of Delaware (the "Court") entered an order [Docket No. 224] (the "Bar Date Order") establishing certain deadlines for the filing of proofs of claim, including requests for payment under section 503(b)(9) of the Bankruptcy Code, in the chapter 11 cases of the following debtors and debtors in possession (collectively, the "Debtors"): **DEBTOR CASE NO.:** Geodyne Resources, Inc., 15-11935; Samson Contour Energy, Co., 15-11936; Samson Contour Energy E&P, LLC, 15-11937; Samson Holdings, Inc., 15-11938; Samson International, Ltd., 15-11939; Samson Investment Company, 15-11940; Samson Lone Star, LLC, 15-11941; Samson Resources Company, 15-11942; Samson Resources Corporation, 15-11934.**The Bar Dates.** Pursuant to the Bar Date Order, all entities (except governmental units), including individuals, partnerships, estates, and trusts who have a claim or potential claim against the Debtors that arose before September 16, 2015 (the "Petition Date"), no matter how remote or contingent such right to payment or equitable remedy may be, including requests for payment under section 503(b)(9) of the Bankruptcy Code, MUST FILE A PROOF OF CLAIM on or before November 20, 2015, at 5:00 p.m., prevailing Eastern Time (the "General Bar Date"). Governmental entities who have a claim or potential claim against the Debtors that arose before the Petition Date, no matter how remote or contingent such right to payment or equitable remedy may be, MUST FILE A PROOF OF CLAIM on or before March 14, 2016, at 5:00 p.m., prevailing Eastern Time (the "Governmental Bar Date"). All entities who have a claim or potential claim against the Debtors based on any amendment by the Debtors of their Schedules, no matter how remote or contingent such right to payment or equitable remedy may be, MUST FILE A PROOF OF CLAIM on the later of (a) the General Bar Date or the Governmental Bar Date, as applicable, to such claim, and (ii) the prevailing Eastern Time, on the date that is 21 days from the date on which the Debtors provide notice of the amendment (the "Amended Schedules Bar Date"). All entities who have a claim or potential claim against the Debtors based on the Debtors' rejection of an executory contract or unexpired lease, no matter how remote or contingent such right to payment or equitable remedy may be, MUST FILE A PROOF OF CLAIM on the latest of (i) the General Bar Date; (ii) 30 days after the entry of any order authorizing the rejection of such executory contract or unexpired lease; and (iii) 30 days after the effective date of the rejection of such executory contract or unexpired lease (the "Rejection Claim Bar Date").**ANY PERSON OR ENTITY WHO FAILS TO FILE A PROOF OF CLAIM, INCLUDING ANY REQUEST FOR PAYMENT UNDER SECTION 503(b)(9) OF THE BANKRUPTCY CODE, ON OR BEFORE THE APPLICABLE BAR DATE SHALL NOT BE TREATED AS A CREDITOR WITH RESPECT TO SUCH CLAIM FOR THE PURPOSES OF VOTING AND DISTRIBUTION ON ANY CHAPTER 11 PLAN.****Filing a Proof of Claim.** Each proof of claim must be filed, including supporting documentation, by U.S. Mail or other hand delivery system, so as to be actually received by the Debtors' notice and claims agent, Gardien City Group, LLC ("GCG") on or before the applicable Bar Date at one of the following addresses: If sent via first class mail to: Samson Resources Corporation, c/o GCG, PO Box 10238, Dublin, OH 43017-5738; If sent via hand delivery or overnight mail to: Samson Resources Corporation, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017.**Contents of Proofs of Claim.** Each proof of claim must (i) be written in English; (ii) include a claim amount denominated in United States dollars; (iii) clearly identify the Debtor against which the claim is asserted; (iv) conform substantially with the Proof of Claim Form provided by the Debtors or Official Form 10; (v) be signed by the claimant or by an authorized agent or legal representative of the claimant; and (vi) include as attachments any and all supporting documentation on which the claim is based. **Please note** that each proof of claim must state a claim against only one Debtor and clearly indicate the specific Debtor against which the claim is asserted. To the extent more than one Debtor is listed on the proof of claim, a proof of claim is treated as if filed only against the first-listed Debtor, or if a proof of claim is otherwise filed without identifying a specific Debtor, the proof of claim may be deemed as filed only against Samson Resources Corporation.**Section 503(b)(9) Requests for Payment.** Any proof of claim and/or priority asserting a claim arising under section 503(b)(9) of the Bankruptcy Code must also (i) include the value of the goods delivered to and received by the Debtors in the 30 days before the Petition Date; (ii) attach any documentation identifying the particular invoices for which such 503(b)(9) claim is being asserted; and (iii) attach documentation of any reclamation demand made to the Debtors under section 546(c) of the Bankruptcy Code (if applicable).**Additional Information.** If you have any questions regarding the claims process and/or you wish to obtain a copy of the Bar Date Notice, a Proof of Claim Form or related documents you may do so by: (i) calling the Debtors' restructuring hotline at 888-547-8096; (ii) visiting the Debtors' restructuring website at: www.GardenCityGroup.com/cases/SamsonRestructuring; and/or (iii) writing: (a) via first class mail to: Samson Resources Corporation, c/o GCG, PO Box 10238, Dublin, OH 43017-5738; (b) via hand delivery or overnight mail to: Samson Resources Corporation, c/o GCG, 5151 Blazer Parkway, Suite A, Dublin, OH 43017; (c) via email to: SMNInfo@gardencitygroup.com. **Please note** that GCG cannot offer legal advice or advise whether you should file a proof of claim.Dated: October 19, 2015, Wilmington, Delaware, */s/ Domenico E. Pacitti*, Domenico E. Pacitti (DE Bar No. 3989), **KLEHR HARRISON HARVEY BRANZBURG LLP**, 919 N. Market Street, Suite 1000, Wilmington, Delaware, Telephone: (302) 426-1189, Facsimile: (302) 426-9193 and Morton Branzburg (admitted pro hac vice), **KLEHR HARRISON HARVEY BRANZBURG LLP**, 1835 Market Street, Suite 1400, Philadelphia, Pennsylvania 19103, Telephone: (215) 569-2700, Facsimile: (215) 568-6605 and Paul M. Basta, P.C. (admitted pro hac vice), Edward O. Sasser, P.C. (admitted pro hac vice), Joshua A. Sussberg, P.C. (admitted pro hac vice), Ryan J. Dattilo (admitted pro hac vice), **KIRKLAND & ELLIS LLP**, 601 Lexington Avenue, New York, New York 10022, Telephone: (212) 446-4800, Facsimile: (212) 446-4900 and James H.M. Sprayregen, P.C. (admitted pro hac vice), Brad Weiland (admitted pro hac vice), **KIRKLAND & ELLIS LLP**, 300 North LaSalle, Chicago, Illinois 60654, Telephone: (312) 862-2000, Facsimile: (312) 862-2200, *Proposed Co-Counsel for the Debtors and Debtors in Possession.*<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Geodyne Resources, Inc. (2703); Samson Contour Energy Co. (2707); Samson Contour Energy E&P, LLC (2502); Samson Holdings, Inc. (8587); Samson International, Ltd. (4039); Samson Investment Company (1091); Samson Lone Star, LLC (9455); Samson Resources Company (8007); and Samson Resources Corporation (1227). The location of parent Debtor Samson Resources Corporation's corporate headquarters and the Debtors' service address is: Two West Second Street, Tulsa, Oklahoma 74103.

Publish November 12th, 2015

## SHERIFF'S SALE

SHERIFF'S SALE  
SHERIFF'S OFFICE  
Suit No: (45)75137-C  
Date: Thursday, October 1, 2015  
GREEN TREE SERVICING, LLC  
VS  
GEORGE SHANNON LAICHE,  
ET AL  
GREG CHAMPAGNE, SHERIFF  
P.O. Box 426  
HAHNVILLE, LA 70057  
Parish of St. Charles  
29th Judicial District Court  
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: MONDAY, APRIL 16, 2012, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, DECEMBER 16, 2015, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: ONE CERTAIN PIECE OR PORTION OF GROUND, together with all the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana in T13S, R21E, Southeastern Land District of Louisiana, west of the Mississippi River and shown on a map dated August 2, 1927, made by James S. Webb, C.E., entitled "MAP OF A PORTION OF ELLINGTON PLANTATION", which map erroneously refers to the land as being located in R23E, and according to said map said portion of ground is designated as Lot No. 2 in Section C, which is bounded by Milling Avenue, Fourth Street, Sugar House Road and Fifth Street. Said Lot No. 2 measures one hundred (100) feet on Fourth Street by a depth along the sideline of Lot No. 1 of Three Hundred and 1/10 (300.2) feet and a depth along the side line of Lot No. 3 of Three Hundred and 12/100 (300.12) feet and a width in the rear of One Hundred (100) feet subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property. Being the same property acquired by Elbert W. Haley, Jr., from Florence Berger, widow of Elbert W. Haley, Sr., as per Act of Sale passed before Charles S. Lagarde, Jr. Notary Public, on the 8th day of August, 1965, and duly recorded in COB 49, Folio 159 and from the Succession of Elbert W. Haley, Jr., as per Judgment of Possession dated January 1, 1988, and duly recorded in COB 384, Folio 407 of the records of St. Charles Parish, Louisiana.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: TWO HUNDRED SEVENTY-FIVE THOUSAND FIVE HUNDRED ELEVEN AND 93/100 (\$275,511.93) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.

TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.  
GREG CHAMPAGNE, SHERIFF & EX-OFFICIO TAX COLLECTOR  
ST. CHARLES PARISHPUBLISH ON: November 12, 2015  
December 10, 2015ATTORNEY FOR PLAINTIFF:  
Kristy Finley  
1505 North 19th Street P.O. Box 2867  
Monroe, LA 71207-2867  
318-388-1440

## SHERIFF'S SALE

SHERIFF'S SALE  
SHERIFF'S OFFICE  
Suit No: (45)79164-0 Date:  
Thursday, October 1, 2015  
CITIMORTGAGE, INC.  
VS  
RONE HILLS, ETAL  
GREG CHAMPAGNE, SHERIFF  
P.O. Box 426  
HAHNVILLE, LA 70057  
Parish of St. Charles  
29th Judicial District Court State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: THURSDAY, NOVEMBER 20, 2014, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, DECEMBER 16, 2015, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: ONE CERTAIN LOT OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, located in Section 6 T12S, R7E, identified as COUNTY COTTAGE ESTATES PHASE 3-A, being a portion of that property previously identified as Tract 3 of the C. L. Bourgeois Estate, said subdivision is shown on a plan prepared by IViandle Edwards Surveying, Inc., dated January's 2005 revised on May 12, 2005 and on July 1, 2005 approved by St. Charles on July 11, 2005, by Ordinance Number 05-7-8 and recorded at COB 101, folio consisting of Lois 60 through 70, Lots 173 through 182, and Lots 185 through 248. Being Further identified as follows: LOT 288 has a width of 72.31 feet along Aon Court, by a depth of 144.44 feet along the sideline of Lot 2Q9, a depth of 67.9 feet and an additional 139.07 feet along the sideline of Lots 207 and 185- and a width of 154.86 across the rear.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: THREE HUNDRED TWENTY-TWO THOUSAND THREE HUNDRED SIXTEEN AND 79 / 100 (\$322,316.79) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.

TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.  
GREG CHAMPAGNE, SHERIFF & EX-OFFICIO TAX COLLECTOR  
ST. CHARLES PARISH PUBLISH ON: November 12, 2015  
December 10, 2015  
ATTORNEY FOR PLAINTIFF:  
Anne E Raymond1010 Common Street Suite 1800  
Metairie, LA 70112-2472  
SCSO-CIV-209-0402

## SHERIFF'S SALE

SHERIFF'S SALE  
SHERIFF'S OFFICE  
Suit No: (45)79973-C  
Date: Tuesday, September 29, 2015  
METROPOLITAN LIFE INSURANCE COMPANY  
VS  
LLOYD KIM OLSEN A/K/A LLOYD  
K. OLSEN A/K/A LLOYD OLSEN,  
ETAL  
GREG CHAMPAGNE, SHERIFF  
P.O. Box 426  
HAHNVILLE, LA 70057  
Parish of St. Charles  
29th Judicial District Court State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: MONDAY, JUNE 22, 2015, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, DECEMBER 16, 2015, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: One certain lot or portion of ground, together with all buildings and improvements thereon, and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated near Boutte, St. Charles Parish, Louisiana, in what is known as Willowdale Subdivision, which subdivision is comprised of a portion of Section 40, Township 14 South, Range 21 East, and a portion of Section of 43, Township 13 South, Range 21 East. According to apian of survey of said Willowdale Subdivision made by RP Bernard, Registered Land Surveyor, dated February 21, 1968, a copy of which is filed in the office of the Clerk of Court, St. Charles Parish of reference, the lot of ground conveyed herein is designated as Lot 207, and is more fully described as follows: Lot 207 has a width fronting on Zee Ann Drive of 100 feet, same width in the rear, by a depth between equal and parallel lines of 120 feet.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: TWO HUNDRED FORTY-SIX THOUSAND EIGHT HUNDRED SIXTY-FIVE AND 17 / 100 (\$246,865.17) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.

TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.  
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH  
PUBLISH ON: November 12, 2015  
December 10, 2015  
ATTORNEY FOR PLAINTIFF:  
Corey J. Giroir  
P.O. Box 87379 13541 Tiger Bend  
Baton Rouge, LA 70879  
225-756-0373  
SCSO-CIV-209-0402

## SHERIFF'S SALE

SHERIFF'S SALE  
SHERIFF'S OFFICE  
Suit No: (45)80341-0  
Date: Wednesday, September 2, 2015  
WELLS FARGO BANK, NATIONAL ASSOCIATION, AS TRUSTEE FOR THE REPERFORMING LOAN REMIC TRUST CERTIFICATES, SERIES 2002-2  
VS  
CHARLES E. JOUGLARD, III, ET AL  
GREG CHAMPAGNE, SHERIFF  
P.O. Box 426  
HAHNVILLE, LA 70057  
Parish of St. Charles  
29th Judicial District Court  
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: TUESDAY, AUGUST 25, 2015, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, NOVEMBER 18, 2015, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: 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, being a portion of Ormond Plantation, Section 11, Township 12 South, Range 8 East, designated as a portion of what was formerly Lot No. 3, and more fully described on a plan of subdivision designated as River Point Subdivision by J.J. Krebs &amp; Sons, Inc., C.E. &amp; S., approved by the St. Charles Parish Police Jury in June of 1979, said lot is further described as follows: LOT 63 is bounded by River Point Drive, Cedar Lane, now or formerly A.A. Schexnaydre and Y. &amp; M.V. R.R. R/W side, and commences at a distance of 960.00 feet from the intersection of River Point Drive and Cedar Lane and measures thence 60.00 feet front on River Point Drive, same width in the rear, by a depth of 118.55 feet on Cedar Lane

sideline and 118.87 feet or the opposite sideline. All in accordance with a survey by Dading, Marques &amp; Associates, Inc. dated September 28, 1989. All is further in accordance with a survey by Gilbert, Kelly &amp; Couturier Inc. dated December 19, 1993; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of FORTY-SEVEN THOUSAND TWO HUNDRED EIGHTY-THREE AND 12 / 100 (\$47,283.12) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.

TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.  
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR  
ST. CHARLES PARISH PUBLISH ON: October 15, 2015  
November 12, 2015  
ATTORNEY FOR PLAINTIFF:  
Ethan Hunt  
1505 North 19th Street P.O. Box 2867  
Monroe, LA 71207-2867  
318-388-1440  
SCSO-CIV-209-0402

## SHERIFF'S SALE

SHERIFF'S SALE  
SHERIFF'S OFFICE  
Suit No: (45)79758-E  
Date: Wednesday, September 2, 2015  
HSBC BANK USA, NATIONAL ASSOCIATION AS TRUSTEE FOR MASTR REPERFORMING LOAN TRUST 2005-2  
VS  
JOHN BRADLEY, III  
GREG CHAMPAGNE, SHERIFF  
P.O. Box 426  
HAHNVILLE, LA 70057  
Parish of St. Charles  
29th Judicial District Court State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: FRIDAY, APRIL 10, 2015, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, NOVEMBER 18, 2015, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: Plaintiff's mortgage and/or privilege affects the following described property, to wit:

A CERTAIN LOT OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, designated on a plan of the Good Hope Subdivision made by J. A. Carmena, C.E., dated February 14, 1921, as LOT NUMBER FOURTEEN 914) in Block "a" of said subdivision. According to said plan, the lot herein conveyed has a width or front on Good Hope Street of thirty feet, eleven inches (3'-11") by a depth of one hundred thirty-seven feet, five inches (137'5").

A CERTAIN LOT OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, being Lot Number FIFTEEN (15) in Block "A" of the Good Hope Subdivision as per plan of subdivision made by J. A. Carmena, C.E., dated Good Hope, Louisiana, February 14, 1921, a blue print of which is filed in the office of the Clerk of Court and recorded in this Parish for reference. Said lot measures thirty feet, eleven inches (30'11") front on Good Hope Street by a depth of one hundred thirty-seven feet five inches (137'5") between equal and parallel lines; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: SIXTY-ONE THOUSAND EIGHT HUNDRED SEVENTY-NINE AND 46 / 100 (\$61,879.46) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.

TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.

PUBLISH ON: October 15, 2015  
November 12, 2015  
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR  
ST. CHARLES PARISH ATTORNEY FOR PLAINTIFF:  
Ethan Hunt  
1505 North 19th Street P.O. Box 2867  
Monroe, LA 71207-2867  
318-388-1440  
SCSO-CIV-209-0402

## SHERIFF'S SALE

SHERIFF'S SALE  
SHERIFF'S OFFICE  
Suit No: (45)80211-C  
Date: Wednesday, September 2, 2015  
SAM JOSEPH CELINO & BARBARA KATICICH CELINO  
VS  
FAMILY RESOURCES OF NEW ORLEANS, INC.  
GREG CHAMPAGNE, SHERIFF  
P.O. Box 426  
HAHNVILLE, LA 70057  
Parish of St. Charles  
29th Judicial District Court State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: FRIDAY, JULY 24, 2015, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, NOVEMBER 18, 2015, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

A CERTAIN LOT OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in Section 119, T13S, R20E; Section 57, R21E; Section 1, T14S, R20F; Boutte Street St. Charles Parish, Louisiana, in what is known as Addition to Holder Estates, and according to survey prepared by Lucien C. Gassen, Surveyor, dated April 16, 1978, that certain portion of ground is described as follows: Commencing at a point 120 feet north of the northwest corner of Lot 75, that point being on the west line of Lot 76; thence proceeding easterly in a straight line through Lots 76, across Terry Land and through Lots 152 and 122 to a point on the line dividing Farm Lots 30 and 31; thence running South 27 degrees 00 minutes West for a distance of 471.15 feet to a point; thence north 27 degrees 00 East to a point on the West line of Lot 76, the point of beginning.

Being the same property acquired by Barbara Katicich, wife of and Sam Celino, from American Bank, in an act of Sale dated August 26, 1993, recorded in St. Charles Parish COB 470, folio 50, September 2, 1993.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: NINETY-FIVE THOUSAND FIVE HUNDRED THIRTY-SEVEN AND 73/100 (\$95,537.73) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.

TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.  
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR  
ST. CHARLES PARISH PUBLISH ON: October 15, 2015  
November 12, 2015  
ATTORNEY FOR PLAINTIFF: DAVID MOYER  
13551 RIVER ROAD LULING, LA 70031  
985-308-1509  
SCSO-CIV-209-0402

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