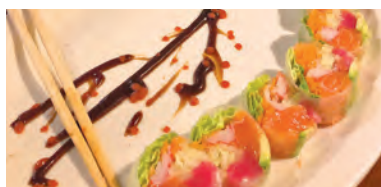




SPORTS:
**DHS SENIOR
STARS AT STATE
MEET ... 1B**



LIFESTYLES:
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IS ART, TOO ... 3B**



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Father convicted after 'unspeakable crimes'

By Anna Thibodeaux

Managing Editor
annat@heraldguide.com

St. Charles Parish District Attorney Joel T. Chaisson II called the Paradis shootings "unspeakable crimes" and said Ed Veillon Jr. "broke a family and shocked a quiet community."

Following a two-day trial and just over an hour of deliberation, a jury unanimously returned the verdict on May 2. Veillon was convicted of the second-degree murder of his son,

15-year-old Seth, and attempted murder of his wife, Nicole.

As details unfolded in his trial, court testimony revealed Veillon murdered Seth as the teen tried to protect his mother around 6 p.m. on April 22, 2018 at 136 Lynn Drive.

Veillon, who had been drinking, started an argument with his wife, according to court testimony. She tried to diffuse the situation. He loaded his gun. Their then 9-year-old daughter knew something bad was going to happen and got under the kitchen table.

MURDER on page 6A



Ed Veillon Jr.

Parish president issues apology after court plea

By Anna Thibodeaux & Ryan Arena

editor@heraldguide.com

Parish President Larry Cochran issued a public apology to the people of St. Charles Parish at Monday's Council meeting after pleading no contest to a first-offense DWI charge in Jefferson Parish earlier that day.

"After my no contest plea (Monday), I issued a public apology to the people of St. Charles Parish," Cochran told the council. "I want to reiterate that public apology ... and further apologize to each one of you council members here tonight for this unnecessary distraction for all the great things we have accomplished together so far during this term of office."

Cochran said he takes responsibility for also driving on painkillers.

"I chose not to contest the charge because I take full responsibility for driving even though I had been taking prescription medication for kidney stones," Cochran said.

The no contest plea answered a charge filed in Jefferson Parish nearly two years ago. He pleaded no contest under Article 894, which allows defendants to set aside their convictions once they meet certain conditions.

Cochran received a suspended prison sentence of 120 days, four days of community service and a fine of \$350. A reckless driving charge was dismissed.

PLEA on page 6A



The new site of the parish's Norco library, which is set to open soon.

Norco library moving to new, expanded location

By Ryan Arena

Editor
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The Norco branch of the St. Charles Parish Library is on the move, though it's not going too far.

The library was initially set to close its current location on Good Hope Street on Wednesday to begin its move to a new, larger location at 590 Apple St., though the library announced Tuesday that the Good Hope site would remain open for a bit longer while a few details are finalized. Library spokeswoman Lauren Pitz said that despite that delay, the move will hopefully be completed within two-to-three weeks, with the week of May 20 the targeted opening timeframe.

"We're going to work our hardest to be open that week," Pitz said. "Our annual summer reading program, the busiest time of the year at all of our branches, starts May 23, so we definitely are trying our hardest to be open then."

While a bit of downtime comes with it, it figures to be worth the wait for avid readers. The new Norco branch will be more than double in size of the Good Hope Street location, a jump from 2,100 square feet to 4,530 square feet.

The library will utilize that space to include two group study rooms, additional computers, a family restroom, a larger meeting room, expanded seating areas and — of course — more browsing space to find that perfect book.

Outside the library doors, there will be a larger parking lot and an upgraded outdoor area to hold events, Pitz said.

"Also, being on Apple Street next to the post office and closer to more businesses and neighborhoods, will make us more visible

LIBRARY on page 4A

Ama family's viral video reaches 7 million views

By Anna Thibodeaux

Managing Editor
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It was a spontaneous moment that created the heartwarming video of an Ama father and son playing music together, but what came next was a real surprise.

"It kind of blew up and we weren't expecting it," said Angela Dempsey, who made the video and posted it on her Facebook page. "Never in a million years would we expect it to get more than 7 million views."

The number has now jumped to 7.5 million views and growing.

The video can be seen at bit.ly/2ZYLtcd. It's viral, capturing the hearts of still more viewers from as far away as Australia and Canada. It was an especially amazing development for Angela, who

VIRAL on page 6A



The Dempsey family at their Ama residence. Right, William and Weston Dempsey performing in a video that has gotten more than 7 million views to date.



Lost train depots of St. Charles

By Anna Thibodeaux

Managing Editor
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Elise Montz was just a child when she recalled watching the prisoners working in the fields in St. Gabriel as she rolled by as a passenger on the Illinois Central Railroad.

"When we'd go toward Baton Rouge, we'd go through St. Gabriel with the prisoners on both sides of the tracks," she said. "There was field after field, and every time we'd go through there, there'd be the prisoners in the black-and-white clothing."

Now at 92 years old, it's one of the Norco resident's many childhood memories of the time her father worked with the rail company.



Train crossing over Bayou Des Allemands.

Courtesy of Opal Dufrene

They got on the train at the Good Hope Depot, which is gone but immortalized as a model at the library in Destrehan. Valero needed the location, but provided the

model in remembrance when the building wasn't in good enough condition to be relocated.

TRAIN DEPOT on page 6A

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122 Portush Dr LaPlace

Charming 3 bdrm 2 ba home in LaPlace. The fourth bdrm is a bonus room in garage that is heated & cooled. Garage can be converted back to garage. Beautiful wood beams & built ins in living & formal dining. Wood cntnrtops, lots of cabinets & 6 burner stove in Kitchen. Lrg Mstr ftrs french doors, walk in closet, dbl vanity, garden tub & stand up shower. Both bdrms have built in closet shelving. Gorgeous backyard w/covered patio, pond & waterfall. **\$290,000**



110 Gloria Court • Montz

Charming 3 bdrm 2 bath home in Country Cottage Estates. This home features large open living room w/tray ceilings & gas fireplace. Granite ctrtps, ss appl, large breakfast area & pantry are just a few highlights of the kitchen. Mstr bdrm is spacious for all types of furniture w/mstr bath attached. 2 bdrms and full bath separate from mstr. Laundry in garage. Large fenced yard w/cvd concrete patio. Dbl car electric garage w/ front & rear entry access as well as long driveway. **\$279,900**



208 Azalea Dr. • Waggaman

Adorable home in Waggaman w/welcoming front porch. This home features 3 bdrms & 2 full baths. Spacious Living room great for entertainment. Kitchen ftrs small window into living room, oven & cook top w/lots of cabinet space. Lrg mstr with mstr bath and stand up shower. 2 bdrms & full bath on opposite side from master. Large fenced back yard. **\$127,000**



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220 Barton Avenue • Luling

Charming red brick home on Barton Ave in Luling & Easy to show! This home ftrs 3 bdrms & 1 ba. Kitchen ftrs lots of cabinet space, range oven & dishwasher. New Carpet & Freshly Painted. Closed in sunroom great for entertainment. Spacious backyard w/ outside laundry in shed. Driveway & Single carport w/side door access to home. This home is Move In Ready so get in Quick to view it! **\$160,000**



107 Thomas Coby Dr. • Destrehan

Beautiful lot measuring 75x175 in Destrehan. This vacant land backs up to Destrehan High School. **\$140,000**



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2332 Ormond Blvd • Destrehan

Gorgeous home on the Ormond Boulevard. This 4 bedroom 2.5 bath home is great for entertainment w/lot of natural light. All bedrooms are located upstairs. Downstairs features an office, formal dining, living room, kitchen & Game room. Granite cntnrtps, backplash & ss appl in kitchen. Wood burning fp in living area w/outdoor access. Lrg room off Kitchen w/dbl doors to back yard & patio access. Long driveway w/covered patio & storage room. **\$364,000**



81 Carriage Ln, Unit C • Destrehan

Beautiful new construction upscale apartment ready for lease. Unit has 3 bedrooms and 2.5 baths, stainless steel appl's, laminate wood and tile floors, no carpet. Granite counters in kitchen & baths, fp w/mantle in living area, inside laundry and lots of storage. Unit is assigned 2 parking spots. No smoking & no pets allowed. No washing vehicles on property. Security cameras are installed and monitored by owner. Must sign 1 year or more lease. Move In Ready! Colors may not match photo. **\$1,400 per month**



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2A

Headlines

MAY 9 - 15, 2019

Luling woman earns high honor for comedy production

“College Night” named nation’s best student-produced comedy effort

By Ryan Arena

Editor

ryana@heraldguide.com

Now a news producer for KATC-TV in Lafayette, Jordan Reid of Luling keeps her viewers informed and up-to-date. But recently, she received recognition for using her skills to another end: to make them laugh.

The recent graduate of Southeastern Louisiana University produced “College Night” while attending the school, and she and her fellow creative minds behind the show saw it named “Best Comedy Video” in the nation by College Broadcasters Inc., a national organization serving students and advisers of college and high school media outlets, at the group’s 2019 National Student Production Awards event.

The show was one of four SLU productions to place top four in a category, including Reid’s fellow Luling student Freddie Rosario, whose “The Big Game” broadcast placed third for “Best



Jordan Reid

Sportscast Video.” Both shows were broadcast on the school’s “Southeastern Channel.”

“We all looked at it as a great opportunity,” said Reid of College Night. “We had shot some short films, but we didn’t have many hands-on

COLLEGE NIGHT on page 7A

The swarms are here

Protecting a home from termites

By Anna Thibodeaux

Managing Editor

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Those swarming insects around lights are termites, mostly the Formosan species that has been nicknamed the “super termite” for its ability to damage a home.

“We have several native species, which are divided into dry wood and subterranean species,” said Andre’ Brock, St. Charles Parish Ag Center agent. “The Formosans are our biggest concern. They’ve been in the New Orleans area since the 1950s.”

Brock said the vast majority of termites swarming are typically Formosans, and they typically do it through late May.



Formosan termites, also called the ‘super termite’ on the move.

“You will see those immense swarms of termites this year and every year,” he said.

This is a subterranean burrower looking for

TERMITES on page 7A

Norco student will perform with World Class drum corps

Found passion for band performance at DHS

By Ryan Arena

Editor

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DHS alum Aaron Cohen, a Blue Knight performer.

Aaron Cohen recalls joining the Pride of Destrehan Marching Band as a freshman in high school and having no idea the passion it would go on to inspire within him.

“I really got in band to kind of just join an activity in high school,” recalled Cohen, now 19. “But everyone who came through and taught me inspired me to want to be better ... I realized there I really loved being a performer.”

That love of musical performance has led the Norco resident and University of New Orleans student to the mile high air of Denver, Colorado, where he’s earned the honor of being part of the Blue Knights Drum and Bugle Corps, a World Class competitive junior drum corps that tours the country competing against other high caliber drum corps.

The Knights were founded in 1958 and compete annually for the DCI Championship. Last year,

CORPS on page 1A

Arrest made in connection to string of delivery thefts in Destrehan

Suspects were found on camera by victim

By Ryan Arena

Editor

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A Mississippi woman has been arrested in connection with a rash of stolen delivery packages in Destrehan.

Ashlyn Groce, 21 and of 351 Oak Avenue in Gulfport, was arrested on charges of simple burglary of an inhabited dwelling, theft (two counts) and contributing to the delinquency of a juvenile after St. Charles Parish deputies determined she and a 13-year-old female allegedly stole several packages from the door steps of residences in the Destrehan area.

Groce and the unnamed 13-year-old were apparently seen on video stealing one of the packages from a victim, via that resident’s



Ashlyn Groce

PACKAGE THEFT on page 4A

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Sheriff’s Reports

Suspects are innocent until proved guilty in a court of law

Arrests

- George Robinson, 68, of 254 Union Lane in Montz, was arrested May 5 and charged with aggravated assault with a firearm and resisting an officer. He had an attachment.
- Gregory Anders, 38, of 3278 Continental Drive in Kenner, was arrested May 4 and charged with terrorizing and aggravated assault with a firearm.
- Chase Oddo, 25, of 15717 River Road in Hahnville, was arrested April 30 and charged with aggravated assault with a firearm.
- Jayquan Washington, 21, of 1058 Luling Estates Drive in Luling, was arrested May 4 and charged with obstruction of justice, headlamps for motor vehicles, possession



of MDMA and possession of marijuana.

- Marvin Head III, 37, of 110 Mimosa Ave. in Luling, was arrested May 2 and charged with theft. He had an attachment.



- Heather Head, 36, of 110 Mimosa Ave. in Luling, was arrested May 2 and charged with theft. She had an attachment.



- Bobby Nelson, 42, of 203 Country Boy Court in Houma, was arrested May 2 and charged with shoplifting goods - \$500 to \$1,500.

LIBRARY

and a bigger part of the Norco community,” she added. Pitz noted that plans to move into a new building have been in the works for some time. “We’ve known for a while that the Norco Branch needed more space, but it was a matter of finding the right location and it being the right time. The current Norco branch is our smallest location, and it often becomes crowded during popular events,” she said. That right location proved to

be on Apple Street. The parish’s library system purchased the site in 2015, with the hope of increasing programming, adding convenience and ultimately growing visits. Pitz said the increased space in the meeting room and throughout the indoor and outdoor areas as a whole should allow for more activities to be planned at the branch. The library system has hosted several popular events at its different branches

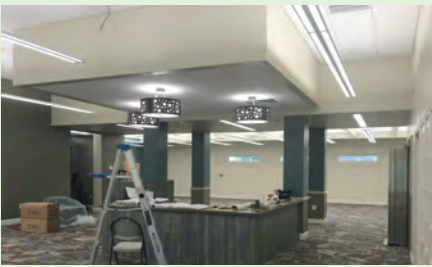
to stir interest in recent years and attendance has been strong.

“We are proud to be a part of Norco’s revitalization.”
- Lauren Pitz

With completion of the Norco branch, the library will have finished four major building projects in 10 years. The East Regional Library opened in 2010, the Paradis branch opened in 2011, and the West Regional Library and Planetarium reopened last year after a large renovation. “We know that the residents of Norco have patiently waited for a new library and watched as the construction took place,” Pitz said. “We’d like to thank everyone for their patience and support, and we cannot wait to see everyone when the new Norco branch opens. We are proud to be a part of Norco’s revitalization. It’s going to be great.”

A whole new world of books

- Aim is for library to re-open at 590 Apple St. for the week of May 20
- Represents an upgrade in space, from 2,100 square feet to 4,530.
- St. Charles Parish library system purchased location in 2015.
- \$1.1 million project will feature a larger meeting room, two study rooms, more computers and additional general space.



PACKAGE THEFTS

security camera, according to St. Charles Parish Sheriff’s Office spokesman Cpl. James Grimaldi.

Grimaldi said police have connected the suspects to two thefts in the Villere Drive area. But he said there have been 10 packages reported stolen in the area recently and that eight other potential victims are still to be interviewed. The investigation remains ongoing. Grimaldi asked that anyone with information or who is a victim of package theft in the Ormond area contact Detective Mahan of the Sheriff’s Office at (985) 783-1135.

Obituaries

Send your obituary announcements to obits@heraldguide.com for speedy publication in the St. Charles Herald-Guide’s print and Internet editions.

Rook

William A. “Bill”, “Willy”, “Harry” Rook, 94, a resident of Norco, passed away at his home on April 27, 2019. He was the husband of the late Doradeese “Deese” Bernadette Poirrier Rook; father of John E. Rook (Mary), William R. Rook (Becky), Kathleen A. Rook, Cynthia M. Lawless (Brian), Margaret “Peggy” M. Miano (Kerry), and Elizabeth “Betty” B. Farwell (Gary); lovingly called “Poppy” and “Grampy” by 11 grandchildren and six great-grandchildren. He is also the uncle of 4 nieces and three nephews, and identical twin brother to Edward Earl Rook. Rook is also preceded in death by his parents Earl Bourgeois Rook and Marguerite Morrissey Rook, sister Marjorie Rook and brother James Rook. Bill graduated from Leo High School in Chicago in 1942.



After graduation, he enlisted in the U.S. Navy and attended Navy Flight School. He would serve his country from 1942 until 1946. He worked for many years as a steamfitter, pipefitter and plumber and was a member of Plumbers and Steamfitters Union Local 60 since 1963. He was a member of the Little Red Church Knights of Columbus, Lions Club, VFW and American Legion. He enjoyed watching Jeopardy, spending time with his

friends at Club 99, and was an avid Chicago Cubs fan. The family would like to thank his caretakers, Denise, Jernise, Jolynn, Pam, Paige, Troyann, Tina and Kentell for their excellent, loving care and compassion. The family would also like to thank the staff of St. Joseph Hospice for the comfort and care given to our father. Visitation was held at Sacred Heart of Jesus Catholic Church in Norco followed by a Mass of Christian Burial will at St. Charles Borromeo Cemetery in Destrehan with military honors. In lieu of flowers, masses preferred or a donation to the charity of your choice. To view and sign the online guestbook, please visit www.HCAlexander.com.

Champagne

Jeannette DeRoche Champagne, 81, a native and resident of Des Allemands, passed away on April 30, 2019. She was born and raised on Godchaux Canal on a houseboat. She is survived by her husband of 63 years, Adler Champagne Sr.; sons, Brian Champagne, Mark Champagne, Adler “Junie” Champagne Jr.; daughters, Anne Braun (Buddy) and Karen Kelone (Herman); brother, Bobby DeRoche; eight grand-



children; 18 great grandchildren and six great-great grandchildren. She was preceded in death

by her sons, Ralph and Floyd Champagne; parents, Mark and Josephine Dufrene DeRoche and brother, Roland “Cotton” DeRoche, Luther DeRoche and Floyd DeRoche. Visitation was held May 4 at St. Gertrude Catholic Church, Des Allemands. A Mass of Christian Burial will was celebrated with burial in the church cemetery. Falgout Funeral Home is in charge of arrangements.

Keller

Velma Nicholas Keller of Hahnville passed away peacefully at her home with her family on May 2, 2019. She is survived by her children Lloyd Keller Jr., (Debra), Shally Young (Steve), Gina Hymel (Danny), Mary Bourgeois (Mark), and her grandchildren Chad Keller (Courtney), Michele Hebert (Jacob), Eddie Hymel (Amy), Tony Bourgeois (Emily), Daniele Kitchen (David), Melanie Hymel, Amanda Falcon (James), Michael Young (Faron) and 10 great grandchildren and one great, great



grandchild. She is preceded in death by her husband, Lloyd “Snipe” Keller Sr., her parents, Elphage and Louise Nicholas, and her brothers, Whitney, Larry, and

Elmore Nicholas. Family was invited to attend a wake at H.C. Alexander Funeral Home in Norco. A private church service was held at Our Lady of Grace Catholic Church and private graveside services afterwards. The Keller family would like to thank Debra Burton and Gwen Butler for their loving care, wonderful neighbors and friends for their help and support, St. Joseph Hospice and St. Charles Parish Hospital (Ochsner) doctors, nurses and staff. To view and sign the online guestbook, please visit www.HCAlexander.com.

Coyle

Claire Plaisance Coyle, 65, resident of Diamondhead, Miss., died peacefully on May 5, 2019 in her home surrounded by her family and close friends after a courageous battle fighting pancre-

atic cancer for 1-1/2 years. She is survived by her loving husband of 22 years, Randall Coyle; her stepson Christopher (Amanda) Coyle, and grandchildren Wyatt and Gracie Coyle of Edmond, Okla.; sister Diana (David) Young of Boutte; sister Marilyn (John) Caro of LaCombe, La.; brother Harold (Linda) Plaisance of Lafitte, La.; brother Kenneth (Jeannie) Plaisance Metairie, La., and a host of nieces and nephews, and friends from all over the world. She is preceded in death by her parents, Esmo Joseph and Lucy Breaux Plaisance of Boutte. Claire was born on Aug. 25, 1953 in New Orleans and raised in Boutte. She is a 1971 graduate of Hahnville High School. She attended Delgado College and Holy Cross College and received an associate degree in business. The family would like to



thank Encompass Health, especially her hospice nurse, Denise Saba, for her excellent compassionate care that she gave to Claire. A celebration of Claire’s life will be held at Most Holy Trinity Catholic Church, 9062 Kiln Delisle Road, Pass Christian, Miss. Riemann Funeral Home is serving the family. Arrangements and an online obituary may be viewed and memories and photos shared at www.riemannfamily.com.

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GERMAN COAST Farmers Market

Saturday, May 11th
..... Musician Casey Saba (9 AM - 11 AM)
St. Charles Parish Library,
Art class for children by the St. Charles Art Guild

Wednesday, May 15th
St. Charles Parish Library,
River Region Louisiana Master Gardeners

Saturday, May 18th
Musician Kyle Labat (9 AM - 11 AM)

Announcement: The St. Charles Council on Aging will be at every Wednesday Market from 1 PM to 5 PM to accept applications for Farmers' Market Coupons for Seniors until their quota is met.

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Ormond Plantation - Destrehan

WEDNESDAY / 1:00 PM - 6:00 PM
Winnwood Shopping Center - Luling

germancoastfarmersmarket.org

To achieve peace and happiness one must conquer self and learn to forgive

Coach Dale Brown continues from last week to share his experiences, thoughts and stories in a speech he gave on The Importance of Spiritual Formation in Families.

“As with any journey, sometimes the sheer magnitude of the trip will overwhelm us as parents. Remember that a journey contains many small steps filled with many bumps in the road along the way. However, if we keep our feet planted in common sense and surrender ourselves to faith and love, then we can find true success and lasting inner peace in our



BY WILMER L. TODD

families.

“What are some obstacles to spiritual freedom? Worldly attachments like materialism. By detaching ourselves from worldly things, we will be set free. We live in a gluttonous, lazy, self-indulgent, television addicted society. God bless America and wake up America. This doesn’t mean that we cannot have enjoyable things; but do not let our possessions possess us.

“When we seek praise and admiration, we are worrying too much about what others think. Human praise and admiration can neither add nor subtract from our true worth. God sees us as we really are. We are what we are in the eyes of God, nothing more or nothing less.

“All people desire peace, but

few do what it takes to obtain true peace. Some think they will find it in financial security. Others seek it in continual activity. Others hope to find it in human friendship, praise or admiration. These things are not the source of true peace. A daily life of straight thinking and unselfish following God’s will is the one and only source of true peace.

“Author Emmett Fox once said, “There is so much frustration in the world because we have relied on gods rather than God. We have genuflected before the god of science only to find that it has given us the atomic bomb, producing fears and anxieties that science can never mitigate. We have worshiped the god of pleasure only to discover that thrills play out and sensations

are short lived. We have bowed before the god of money only to learn that there are such things as love and friendship that money cannot buy. These transitory gods are not able to save or bring happiness to the human heart. Only God is able. It is faith in him that we must rediscover.’

“Today we see too much emphasis placed on earthly success: jobs, notoriety, money, ego.”

“We have seen an increase of strife in the home – a lack of respect for other family members, jealousy, selfishness, more worry and anxiety, lack of patience and listening skills. We need to be more transparent and become actors rather than reactors. We have to model by example.”

“Children have never been

very good at listening to their elders, but they have never failed to imitate them. Children Learn What They Live: If a child lives with criticism, s/he learns to condemn. If a child lives with hostility, s/he learns to fight. If a child lives with fear, s/he learns to be apprehensive. If a child lives with pity, s/he learns to feel sorry for him/herself. If a child lives with jealousy, s/he learns to feel guilty.

“If a child lives with encouragement, s/he learns to be confident. If a child lives with praise, s/he learns to be appreciative. If a child lives with recognition, s/he learns it is good to have a goal. If a child lives with approval, s/he learns to like him/herself. If a child lives with honesty, s/he learns what truth is. If a child lives

with fairness, s/he learns justice.

“If a child lives with acceptance, s/he learns to love. If a child lives with security, s/he learns to have faith in him/herself and others. If a child lives with friendliness, s/he learns the world is an enjoyable place to live. If a child lives with God, s/he learns the meaning of his/her existence.

“The only conquest that brings peace and happiness is self conquest and forgiveness.”

Reboot the Boot

As a dad, one of my duties at home is to be a “fix-it” guy. While I may not be the handiest person out there, I can usually put some “MacGyveresque” skills to the test and find a solution to a wide range of challenges around the house. I’ve replaced a doorbell, repaired a few windows, laid down some tile, fixed a garage door opener, hung a few ceiling fans and kept an old AC unit running for a few years longer than it ever should have lasted. I can open a wine bottle with a shoe (seriously) and once repaired some reading glasses with a chopstick. You shouldn’t hire me to build your dream home, but I can usually cobble together a workable solution or two for a project around the house when needed.

Having said that, take it from a guy like me, there is no quick fix to what is broken in Louisiana state government. No patch can extend the shelf life of our current system, and no trick can mask its

mounting problems. Duct tape and twine have been used to hold this thing together for as long as any of us can remember and the gig is finally up. The only solution is to replace what we have with a whole new model and never look back. It’s time to hit Ctrl+Alt+Del on Louisiana and reboot the boot.

Shortly after being elected Governor in 1928, Huey Long consolidated all the state’s power, patronage, money and assets under his control and leveraged everyone and everything that crossed his path. He expected you to pay respect and homage to him and his crew. The word got out that, in Louisiana, you had to know the right people to get anything done. That reputation still haunts us today.

Over the years, we haven’t deviated all that much from this vision. That “chicken in every pot” mindset is all around us, and far too many good Louisiana people have been brainwashed by the Kingfish’s legacy to think the only way to prosperity is through the well-greased fingers of some political powerbroker in Baton Rouge. It has led to frustratingly low expectations harbored by

generations of Louisianans. Other states don’t think like this and neither should we.

Since Huey’s era, we have tried a little bit of everything to no avail. The reign of Edwin Edwards brought in an era of “comedic corruption,” where the shadiness of our officials was usually just laughed off if they gave us a good one-liner and showed us a good time. Reform-minded governors like McKeithen, Roemer and Jindal had their moments but also had their misses. The same goes for nice governors like Treen and Blanco. Mike Foster won with a welding hat. Jimmie Davis won with a song.

In 1973, a Constitutional Convention was held during an era of oil and gas surplus. That convention drafted the document that enshrined much of that Huey Long mindset into a new Constitution, the document by which we live under to this day. Since then, it has been amended 186 times in 44 years. In comparison, the U.S. Constitution has been amended only 27 times in 231 years.

Our constitution locks up much of our state budget to politically connected entities and protects overlapping

boards and bureaucracies from reforms. It guarantees funding for a chosen few and designates the state capitol as the unquestioned kingmaker to everything that happens in our great state. The document relegates most local governments to the role of dependent children with good intentions, but they have been conditioned to be addicted to the subsidies and protections divvied out by the state capitol’s politicians.

Who you know has unfortunately been more important than what you know in Louisiana for as long as we can remember and our constitution makes that difficult to change.

Over the decades, a lot of good people have been elected to various offices with the intention of reforming Louisiana. Countless other public servants and staffers go to work each day to do the same. But the harsh reality is that it may be all for naught if we don’t get much more aggressive in changing our governing foundation and get to it quickly.

This past fiscal session was just the latest mess that ended with good people who ran for the right reasons once again

blaming each other for all the wrong reasons. The people aren’t our problem. It’s the foundation of political patronage left behind by Huey Long that we have yet to eliminate. It is the legacy of corruption laughed off by Edwin Edwards that we have yet to reject. It is the unfulfilled promise of past reformers that we never fully embraced. And yes, it is a grossly inadequate and outdated constitution that we have refused to replace.

Our sordid history doesn’t have to become our future. It’s time to move on from our “colorful” past and create the better Louisiana we have long deserved. That won’t happen with more of the same. Special sessions, taxes, lawsuits and political patronage may have gotten us here, but no combination of them will ever take us to where we need to go. It’s time to pull out Huey’s model of government by the roots... and that can only happen with a Constitutional Convention.

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Boutte, LA - 7 Day Weather Forecast

DAY	DESCRIPTION	HIGH / LOW	PRECIP	WIND	HUMIDITY
THU. MAY 9	PM Thunderstorms	87° / 73°	40%	S 14 mph	70%
FRI. MAY 10	Thunderstorms	85° / 72°	90%	S 9 mph	75%
SAT. MAY 11	Scattered Thunderstorms	84° / 72°	50%	SSW 9 mph	74%
SUN. MAY 12	Scattered Thunderstorms	81° / 69°	60%	SW 9 mph	80%
MON. MAY 13	Scattered Thunderstorms	81° / 70°	40%	SE 7 mph	76%
TUE. MAY 14	Scattered Thunderstorms	83° / 68°	40%	SSE 9 mph	69%
WED. MAY 15	Scattered Thunderstorms	83° / 69°	50%	SSW 9 mph	67%
THU. MAY 16	Scattered Thunderstorms	85° / 69°	40%	SSE 8 mph	66%

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MURDERfrom page 1A

Veillon then shot his wife through her hand and the bullet entered her neck. Seth went to his mother’s defense and his father shot him four times. The daughter called 911 and then also tried to save her mother by applying a dishrag to her neck wound to stop the bleeding until police arrived.

After, the girl was seen fleeing her home and crouching in fear behind a truck in the driveway of the residence. A neighbor asked her what was wrong and she replied, “My parents and brother are dead.”

Neighbors say they didn’t hear gunfire, but St. Charles Parish Sheriff’s Office spokesman Cpl. James Grimaldi said deputies found Seth and Nicole both on the floor with multiple gunshot wounds.

Seth was pronounced dead at the scene and Nicole taken to the hospital. She survived the shooting.

Following Veillon’s conviction, Chaisson added, “I cannot imagine the anguish that Nicole and her young daughter have had to endure

over the past year while waiting for this trial to begin. This conviction would have been much more difficult to secure without the eyewitness testimony of Nicole’s 10-year-old daughter. It is my hope that this verdict will bring the closure that this family needs to try to move on with their lives.”

Veillon, 50, was arrested the day of the shooting. He faces a mandatory sentence of life in prison with the Louisiana Department of Corrections on the second-degree murder conviction. That sentence is without the benefit of parole, probation or suspension of sentence.

The case was prosecuted by Assistant District Attorney Connie Aucoin.

Chaisson added Aucoin and the Sheriff’s Office deserve special recognition for their professionalism and compassionate manner in which they handled the investigation.

Judge Emile R. St. Pierre set sentencing for July 2 at 9 a.m.



Case Timeline

- April 22, 2018: Ed Veillon Jr. is arrested and charged with first-degree murder and attempted second-degree murder in the shooting death of his son and for seriously wounding his wife.
- June 12, 2018: Veillon pleads not guilty in the shooting of his son and wife.
- May 2: Veillon is found guilty by a jury in just a little over an hour of second-degree murder and attempted murder of his wife.
- July 2: Judge Emile R. St. Pierre will sentence Veillon at 9 a.m.

VIRALfrom page 1A

didn’t know her profile was public.

As momentum grew, friends encouraged her to tag the Ellen Show in hopes it would be aired there, too.

“There’s a lot of people contacting us,” Angela said. “It’s been overwhelming. We were not expecting this at all.”

So far, no Ellen response, but they’ve found articles about the video on websites like Country Rebel Clothing Store referring to it as “Shirtless dad and toddler son put on home concert with Luke Combs’ hit.”

With 2-year-old Weston dressed only in a diaper and her husband, William, without a shirt, Angela was a bit concerned about public response. Instead, the comments are overwhelmingly positive with some saying it made them smile and others saying it made them cry over watching a touching father-son moment.

“That’s our life,” Angela said. “That’s all the time. My husband likes to play the guitar and sing, and he’s always

playing the guitar.”

Angela explained they were getting ready to go to sleep when the two grabbed guitars and started singing country singer and songwriter Luke Combs’ “Beautiful Crazy.” It’s one of Weston’s favorite songs and especially so judging by his rocking performance.

In the background is his singing dad, who has an impressive voice and dreamed of being a singer.

In 2009, William competed on American Idol, but he didn’t go national. Judges told him he had a good voice, but appeared too nervous on stage.

“Will’s big thing is performance in front of people,” Angela said.

American Idol set him on a different path.

William focused on work at Bayer, although he will sing and play guitar for family and friends – and especially Angela.

“That’s how he proposed to me,” she said. “He wrote a song and played the guitar, and at the end of the song he

said, ‘Will you marry me?’ and then got down on his knee at Home Place Plantation on River Road.”

Angela considers herself lucky to have William, but her friends say it was his guitar playing that really won her over. She hopes her husband pursues his talent.

For William, the video may have spurred some newfound confidence and Angela sees an opportunity.

Combs is on tour and they’ve gotten tickets to see him in Nashville. She has a plan.

“I asked him if Luke Combs asked him to get on stage would he get on stage and play with him?’ He said, ‘Yes.’”

Sounds farfetched, but Angela knows Combs’ girlfriend has shared their video and messaged her in hopes of getting her husband on stage with their idol.

As for Weston, he has no inkling about his Internet fame, but his mother says his new fans can also expect more of what makes him entertaining.

“People are asking for more videos and some things I’ll do again,” she said. “With the end of the school year coming, we’re busy but plan on giving the people something else - and they’ll have clothes on.”

Additionally, his fans may be glad to know Angela’s thoughts on their next video. “Nothing will be staged,” she said. “Weston will be Weston.”

‘I call him my little movie star.’

- 2 years old: Weston Luke Dempsey’s age when he became an Internet sensation.
- April 24: Video posted on Facebook.
- 2009: When William Dempsey competed on American Idol.
- 7 million: Number of views as of Monday.

TRAIN DEPOTfrom page 1A

Montz was among the people who attended the ceremony dedicating the model and among the many people who knew firsthand the importance of the depot to the Good Hope community.

“We lived right next door,” she said. “My daddy worked for the railroad, as well as I worked in the depot during World War II [in 1943]. When it ended, people were coming back and taking the jobs the women had.”

Her father helped build the tracks that went into Shell Chemical and Shell Oil, she

said. Because they had rail transportation, they didn’t need or get a car until later.

“The first car my daddy bought was in 1933,” Montz said.

Nearly 30 years after being with Illinois Central, her father retired from the railroad but they enjoyed the perks of his job.

“If you worked for the rail, we did all our travel by train,” she said. “We’d get on in the morning and go to Baton Rouge and return the same day. There would be trains running day and night.”

After she married, Montz said they rode the train to go to the LSU games and come back home.

“I’m a railroad person,” she said.

For Good Hope, the rail represented transportation and commerce. The depot

had a ticket agent, waiting room and large office. In St. Charles Parish, there were also depots in Luling, Des Allemands, Destrehan and St. Rose.

Passengers were sometimes asked to help get the train going again.

Montz said her children would ask “Tell us about the olden days,” and she’d tell

“We’d get on in the morning and go to Baton Rouge and return the same day. There would be trains running day and night.”

- Elise Montz

The first railroads came to the parish in the 1830s, according to the book, “St. Charles Parish Louisiana: A Pictorial History.” Rail travel could be perilous with crude construction, poorly installed rails, locomotive boilers that sometimes exploded and animals that strolled onto tracks.

them about the railroad, as well as how they lived with coal burning stoves and oil lamps.

“Everything progressed after that and then we had electricity and indoor plumbing,” she said. “A lot goes on in 92 years.”



St. Charles Parish’s train depot sites

- Good Hope
- Luling
- Destrehan

- Des Allemands
- St. Rose

PLEAfrom page 1A

He would be able to avoid jail time by successfully completing the terms of the one-year probation period set by a Metairie First Parish Court judge.

His arrest in September of 2017 came after another motorist called police to report erratic driving during early morning hours in Kenner. According to the arrest report, a responding officer said Cochran’s eyes were red and glassy and his speech was slurred when he found Cochran driving a St. Charles Parish vehicle.

However, Cochran, 57, had no detectable alcohol in his system when he took a Breathalyzer test. According to police, he performed poorly on a field-sobriety test, which Cochran attributed to bad knees following a 2015 surgery.

Blood samples were taken as a result and revealed there was no alcohol in his system but apparently detected three prescription painkillers, Hydrocodone, Oxycodone

and Oxymorphone, according to Kenner police.

Cochran initially enrolled in a pre-trial diversion program, but did not complete its terms. He said he chose to withdraw from the program in order to finish receiving medical procedures for injuries he sustained in a motorcycle accident he was involved in during April 2018. He required intensive care after the wreck.

Cochran, who was a passenger on the motorcycle, said he was teaching his daughter how to drive it. Deputies issued citations to Cochran’s daughter for careless operation, riding with no helmet and no insurance. Cochran was issued a citation for not wearing a helmet.

Fulfilling the terms of the pre-trial program would have allowed the charges against

“This has been a long road.”

- Larry Cochran

him to be dismissed or refused, and provided the option for Cochran to have the arrest expunged from his record. The program normally allows participants six months to complete the program or face charges.

“This has been a long road,” Cochran read from his statement. “I have had six operations – including a total knee replacement. These medical issues have delayed a resolution to this matter, but today I have taken the necessary steps to put this unfortunate incident behind me.

“I pledge to continue working even harder for the people of St. Charles Parish alongside each one of you so that our parish can continue to be the great place to work and live it is today.”

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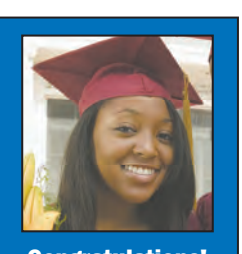
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COLLEGE NIGHT

from page 2A

filming classes or things that gave people complete freedom to do what they wanted. It was a chance for people to bring their ideas to life. We were able to put more personality into a show like this, in my opinion, than other things we were producing.”

Reid admits she wouldn’t describe herself as “funny,” but said her collaborators more than made up for that — and made creating the show a blast.

“I never considered myself a funny person, but I know a lot of funny people,” she mused. “And we were always laughing while trying to get everything done. It was serious work, but at the same time we could relax ... a lot of the creative process was hanging out, coming up with ideas, and then you want to go film them, so it wasn’t the kind of work that you had to drag yourself to go do.”

She described College Night’s format as a Saturday Night Live-esque skit show. Typically, she said the aim was to produce one or two College Night videos a semester.

In doing so, they brought a concept that had been somewhat abandoned back to life. College Night was a show produced “a few years back,” Reid said, but the idea was dormant before some inspiration struck.

“One of my friends at the channel kind of picked it back up and did a Halloween Special edition of it,” Reid said. “It motivated people to want to do that kind of film stuff again. We had a lot of people really into writing, and they’d give me a script. From there we’d pick out what segments go in the show. They’d pitch

“It was a chance for people to bring their ideas to life.”

- Jordan Reid

who they want to work with ... talking to them and, for me, visualizing their ideas, it was incredibly fun to have a hand in making all of it come to life.” The show was made in the free time of a group of students with diverse tastes and interests, which Reid believes helped make the end product what it was.

“There’s a little something for everyone with it,” Reid said. “While we don’t have many common interests that everyone in the group shared, (the differences) really helped us create some great stuff.”

When she learned of the honor, she said it took her off guard — after graduating in the spring, she hadn’t thought of it much, with her focus turned to her current duties at KATC. She stopped short of saying it was a surprise, though, noting the talented group she called herself lucky to work with.

While at Southeastern, Reid

was the president of the University’s chapter of the Broadcast Education Association.

A Hahnville High School alumnus, Reid said her experience at the Satellite Center is something she’s grateful for, because the hands-on duties she took part in allowed her to have skills and confidence established in those areas and to focus on learning and improving on new aspects introduced in college.

“Getting that experience of working cameras or being a part of putting on the live sporting event broadcasts (at the Satellite Center), it made it so a lot of what I had in college came as a refresher,” Reid said. “I could focus on getting better at writing or things I maybe wasn’t as good at, because I didn’t have to worry too much about how to work the camera or audio. I could be confident in that from what I did in high school.”

Jordan Reid



• Hahnville High School alumnus produced nation’s best student-created comedy video, as named by College Broadcasters Inc. at its National Student Production Awards.

• The recent SLU graduate now works as a television news producer for KATC-TV in Lafayette.

• Credits her experience at the Satellite Center while attending HHS as a major boost once she got to the college level, particularly through the hands-on broadcasting events she was part of creating.

CORPS

from page 1A

the elite team named 42 members to its ranks, which should closely mirror the final number of the 2019 squad.

Cohen auditioned in November and landed a spot, where he’ll be primarily playing the euphonium. He’s been traveling to Denver each month to prepare with the group for its summer tour of

everyone’s back to work.”

But he says that for him, this all started at Destrehan High, where the school’s renowned band did some pretty special things of their own.

Cohen recalled specifically a performance called “I’m an American Soldier,” that made him realize this all meant just a little more to him.

“When you have a group of 150 dedicating themselves to this and conveying one message, someone in that crowd is going to feel something they never have before.”

- Aaron Cohen

competition, which will span May 19 to Aug. 10.

“I was absolutely over the moon,” said Cohen of learning he’d made the cut. “I was completely excited. It’s a chance to improve myself more and be part of a like-minded organization where everyone wants to push themselves to be even better.

“It’s been fantastic. I’ve enjoyed every moment I’ve been there. The staff’s incredibly nice and I’ve already learned so much.”

He said he wants to make the 85-day tenure count, and he’s not alone.

“With a high school band, you have a lot of people who are driven, and then some who are kinda like I was at first, just there just to be there,” Cohen said. “When everyone’s working toward a common goal, it really helps the mentality. And we still have fun and enjoy the ride. But when we’re in the middle of rehearsal and they call us to fall back in line, it’s like a switch goes off and

“During the performance, the story takes you through the stages of (the soldier’s) recruitment, war, loss and then redemption ... it made me realize I could be part of something bigger, with a group of people speaking to this entire crowd in front of me, through our performance.

“When you have a group of 150 kids dedicating themselves to this and conveying one message, someone in that crowd is going to feel something they never have before. And that’s the part of it I love the most.”

While he’s a film student primarily at UNO, he said he definitely wants to devote time to helping to teach band in the future. It’s done much for him, and not just during performance.

“It’s helped me be more confident in who I am,” Cohen said. “I was a very reserved child. Once I was in band, the next four years I constantly had people to talk to, friends

... it helped me find myself. And so with (the Blue Knights), to find that outside of the high school environment, I’m meeting so many people and making connections. Down the line, if I want to teach somewhere, there are so many people I can reach out to.”

He said he wants to pass on what he learns in Denver to others.

“I want to be able to bring them as much information as I can from a world class staff like the Blue Knights have. And hopefully, I can inspire them to go on to do what I’m doing down the line,” he said.



Blue Knights

• Blue Knights Drum and Bugle Corps

• Founded in 1958 and established as a World Class competitive junior drum and bugle corps.

• Based in Denver, Colorado.

• Have placed top 10 in the Drum Corps International Championship competition in each of the past eight years, most recently for its 2018 performance titled “The Fall and Rise.”

TERMITES

from page 2A

places to land, particularly in search of the wood in houses, condominiums, boats and even trees. The potential for damage comes with their large size colonies and ability to consume wood at a rapid rate.

Reports are coming they are swarming throughout the parish, according to area exterminators. Brock added his phone is also about to start ringing about them being outside and inside houses.

“If you find them on the counter or couch, there’s nothing you can do, but you can turn off exterior lights,” Brock said. “Just have a professional termite contract and be sure to be licensed and insured.”

Named for Taiwan’s former name of Formosa, they are a

“We’re pretty much ground zero for them. They mostly swarm in the evening and are attracted to light. It looks like a snow storm.”

- Andre’ Brock

space invader or what is commonly called an invasive species. Brock said they came from Taiwan into the ports of New Orleans and Mobile after World War II, hitch hiking from buildings demolished from the war into Louisiana.

“We’re pretty much ground zero for them,” Brock said. “They mostly swarm in the evening and are attracted to light. It looks like a snow storm.”

While nearly every species of termite swarms at a certain time, certain ones are preprogrammed in the right weather conditions to swarm, he said.

“Any one of those termites could land on your house and make its way in and hollow out all your wood,” Brock

warned.

He advised getting a professional to protect a structure, particularly with their ability to damage a home in as few as three months. Because they recycle their own moisture among themselves, this termite isn’t controlled by the standard chlordane pesticide.

Bait stations placed around the house do help, Brock said. They contain a chemical that is brought back to a colony and kills it.

They get into trees and, if touching the house, they will get inside the structure so keep space between them, he said.

“Keep mulch at least six feet away from the house,” Brock said. “They make little mud

tunnels, which is used to help identify they are there,” he said.

Formosans are also the only species known to eat live Cypress.

Like the fire ant, this termite excretes formic acid and will

use it on metal to get to wood.

“There’s nothing they won’t eat,” Brock said. “They’ll eat metal, softer metals like aluminum.”

Beware the Formosan termite

• Nicknamed the “super-termite” because of its destructiveness.

• A single colony can have several million termites.

• The Formosan can cause serious structure damage in as little as three months.

• A mature colony can consume as much as 13 ounces of wood a day.





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Saints' draft depends on vets as much as rookies

Used picks to address needs for '18 squad



Erik McCoy was selected to succeed Max Unger.

By **Ryan Arena**
Sports Editor
ryana@heraldguide.com

It wasn't the most eventful NFL Draft for the New Orleans Saints, though how to best evaluate it may best come down to context.

The Saints entered the day with just one pick in the first three rounds, as result of a handful of moves made last season to strengthen a Super Bowl contending team during what's likely to be its strongest point: whatever falls under the remainder of Drew Brees' time here.



Ryan Arena

"The price (for McCoy) was steep, but understandable."

The plus of trading for veteran players is you get what you need from a known quantity immediately to plug the holes in your roster. The drawback is it subtracts from the number of opportunities to lock up young talent to below market contracts.

For New Orleans, it's difficult to argue too vehemently against the team's logic: its mix of players added up to a would be, should be Super Bowl berth, and for now I'll leave it at that.

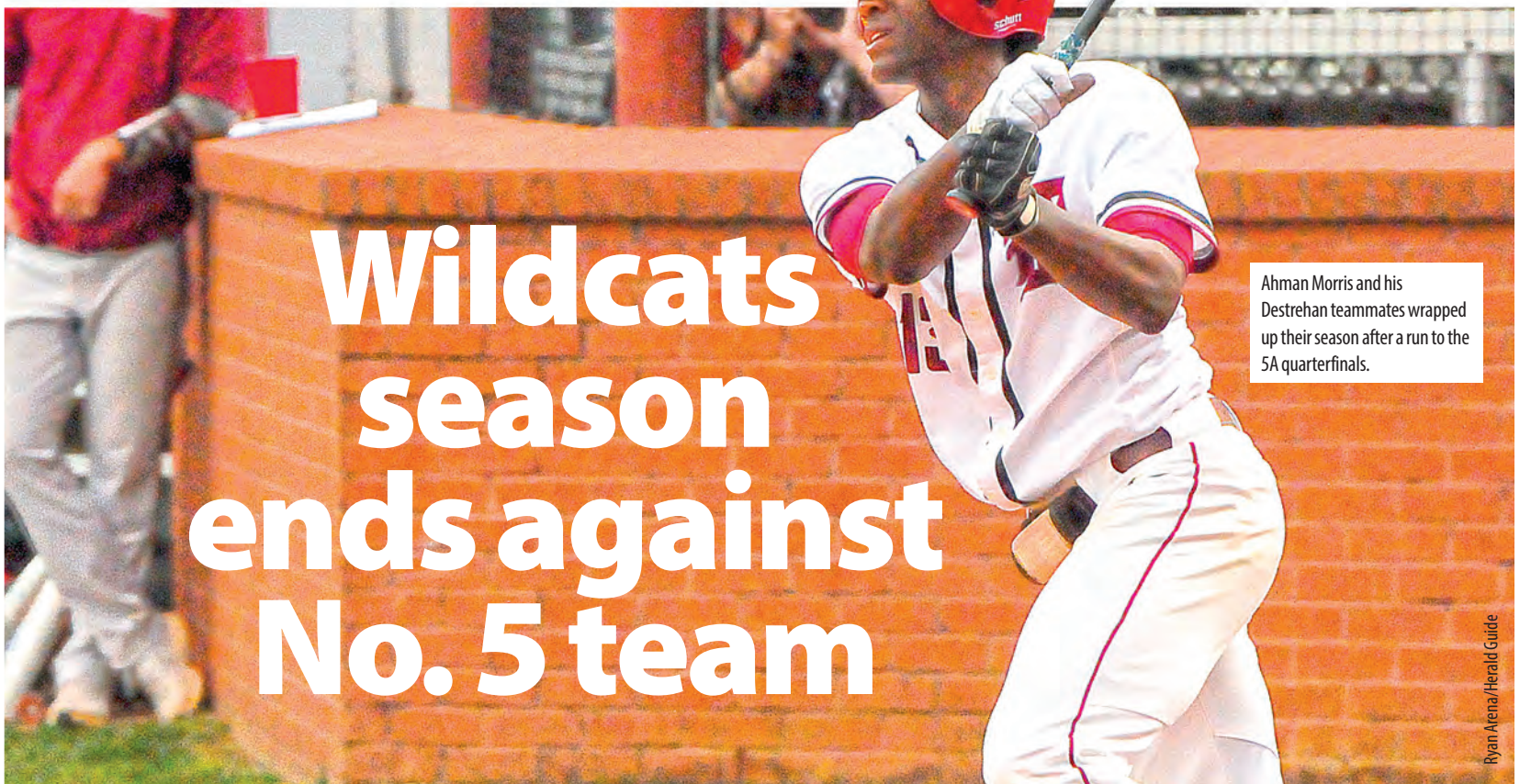
Still, each of the players traded for are set to remain on the roster for the coming season. So for this draft review, we can touch upon those veterans in conjunction with the newcomers.

Round 1: Selection traded in 2018 deal to land Marcus Davenport. When it comes to Davenport, I think we certainly saw a glimpse of the potential impact player he could be around the midpoint of last season. Analyst Brian Baldinger called him "an absolute monster." With a freakish size/speed combination, it's hard not to dream on the talented defensive end.

Even on a limited sample size, I think we can feel pretty good that a healthy Davenport can play at a high level in the NFL. But the question he has to answer is among the biggest facing every single young player entering the league: can "a healthy" Davenport be the norm? His rookie year was largely derailed by a toe injury

SAINTS on page 2B

Wildcats season ends against No. 5 team



Ahman Morris and his Destrehan teammates wrapped up their season after a run to the 5A quarterfinals.

Ryan Arena/Herald Guide

DHS made furthest postseason run in past decade

By **Ryan Arena**
Sports Editor
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Though just a few days shy of his team's season-ending loss to Sam Houston in the Class 5A quarterfinals, Destrehan baseball coach Chris Mire couldn't help but enjoy reflecting on the accomplishments of a group of players he grew especially fond of.

"They weren't the team that was supposed to get us back to this point," Mire said. "We feel like we should get to the quarterfinals and be in that top eight every year. But coming into the year, we didn't know that this would be that group that got us back."

The Wildcats (24-11) had seen their season end in the opening round in back-to-back years, both losses coming at home as result of upset by lower seeds. DHS also lost several front line players from its 2018 team, headlined by the graduation of now LSU starting pitcher Landon

Marceaux, and on top of it suffered injuries to key members of its pitching staff in Joshua MacCord and Dickie Gibbs, costing each player time this year.

But, as Mire noted, this team consisted of

"I think we left having earned their respect."

- DHS coach Chris Mire

fighters.

"A lot of guys struggled to find time in JV and didn't get their chance until last summer," Mire said. "It's a testament to them. It's not just that they got the job done, but how they did it. We had a different guy come through each time, and they did it in different ways."

Take Dylan Weber, for example.

"He was hit by a pitch 19 times this season," Mire said with a chuckle, also noting Weber drove in a run in the quarterfinals by absorbing a pitch with the bases loaded. "He was mad because he wanted to get to 20. He hit sixth and had a .500 on-base percentages between that and the walks ...

"For all of them, it's always, 'What do you need me to do, coach?'"

The team's moxie was on display in the best-of-three series against Sam Houston over the weekend, battling a team ranked fifth in the nation among prep teams by USA Today in a pair of tough matchups.

Sam Houston clinched a semifinal berth when it captured a 4-0 victory in Lake Charles Saturday to secure a two games to none sweep in the series. It won the first game 8-5 on Friday.

The second-seeded Broncos, sprinkled some clutch hitting around a dominant effort by

DHS on page 2B

Destrehan's Tabb leads way at state track and field meet

Takes 2nd in javelin to highlight local competitors

By **Ryan Arena**
Sports Editor
ryana@heraldguide.com

Destrehan's Tayler Tabb led the way for a contingent of St. Charles Parish competitors at the Class 5A state track and field championship meet on Saturday, taking runner up in the girls javelin event.

Tabb's winning throw traveled a distance of 117-02 to net her the high finish. It was short of the championship throw of Eden Adams, a mark of 127-10. But Tabb far outpaced the rest of her field, with third place Kelyanna Monette of Pineville notching a throw of 109-01.

"She went up, then down to 95 ... then she got back up to 108 and finished with her last throw of 117 in the finals to close it out," said Destrehan track and field coach Lynette Matthews. "She's a competitor. Once her mind is set to something, she's gonna get it done."

Prior to the season, Tabb, a senior, set that mind to the goal of reaching the state meet, after coming inches short of qualifying to make it in regional competition as a junior.

"We did a big vision board early in the season, and that was her goal,



Destrehan's Tayler Tabb shows off her state runner-up medal.

Courtesy photo

TRACK AND FIELD on page 2B

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DHS from page 1B



pitcher Kyle Bartley, who tossed six shutout innings. Bartley allowed five hits and struck out five before giving way to relief.

“He kept us off balance ... he made big pitches with his curve when he had to, got ground balls when he had to,” Mire said.

Michael Harlow’s 2-for-3, two RBI day paced Sam Houston (36-4) offensively.

For Destrehan, T.J. Thomas took the loss. He went one out shy of a complete game effort, allowing four runs on 12 hits while striking out four.

Sam Houston (36-4) got on the board early, scoring a pair of first inning runs when four of the Broncos’ first five batters singled, including a two

RBI hit by Harlow.

“T.J. was a little up in the first inning and they took advantage, but after that he settled in and really pitched an outstanding game. We just couldn’t push runs across, though,” Mire said.

Those were indeed the only runs scored until Sam Houston pushed a pair across over the sixth and seventh.

In the first game, DHS fell 8-5 after the Broncos broke the game open in the late innings.

Meeks, the Broncos’ ace, went six innings to earn the win. He allowed three runs, two earned, on three hits and four walks. He struck out eight. For Destrehan, Josh MacCord went four innings

and took the loss, allowing five runs, three earned, on five hits and a walk.

Ahman Morris finished the game with four RBIs, going 2-for-4 to lead DHS offensively.

“You obviously want to win, but I think our guys competed and battled their butts off,” Mire said. “I think we left there having earned their respect. But I think, clearly, the better team won.”

Destrehan will lose 10 seniors from this team, including several starters. But for those returning players, Mire believes the experience of the playoff run will ultimately serve them well.

“Now they know what they’re playing for, what they’re working for,” Mire said. “Before getting a taste of that, it’s just me telling them stories about what it’s like. You don’t have to motivate as much after they get a taste of that, because they want it themselves.”

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TRACK AND FIELD from page 1B

Hahnville's boys track and field team, displaying their trophy earned for defending its district championship.

to make it there. She did more than that,” Matthews said. “State runner-up ... she did an amazing job.”

She reached that lofty height just two years after taking up track and field for the first time in her sophomore year. Tabb also starred for the Ladycats soccer team, which established itself as an elite program during her tenure with finishes in the state semifinals and quarterfinals over the past two years.

“We kind of recruited her over from there, and she’s been exceptional,” Matthews said. “She’s so competitive and her work ethic is so outstanding.”

Destrehan boys also earned berths to compete at the event by taking top regional finishes. Devon Christopher of Destrehan finished eighth in the 400 (51.05), Jalen Richard took eighth in the shot put (45-02.50) and Dylan Whitted eighth in the discus (114-04).

Hahnville, meanwhile, sent several standouts to the state meet after a strong season team-wide that saw its boys earn a third consecutive district championship and its girls finish as runner up, just five points short of a title.

At state, the ‘Tigers’ Noah Zeringue finished sixth in the javelin with a throw of 156-08. The boys 4X200 relay team (Syre Lewis, Dylan Lorio, Gevon Hill and Channing Canada) earned sixth place (1:28.27), as did the girls 4x200 team (Kevell Byrd, Yelah Moses, Alexandra Johnson, Marigny Clay, 1:44.92).

Kevell Byrd took sixth in the girls 100 meter dash (12.19). Allen Mire’s time of 57.620 earned him sixth in the boys 800. The girls 4x100 relay team (Yelah Moses, Niara Simmons, Lejonne Blackmon and Marigny Clay) earned seventh (50.91). Alexandra Johnson finished ninth in the girls 400 (1:00.96). Hahnville’s Yelah Moses

was eighth in the girls 300 meter hurdles (52.87).

Individual District Champions:

For Hahnville’s boys, Gevon Hill took the championship in the 200 meters (22.39). Jerry Spencer took first place in the boys triple jump (42-07). Norvell Revader earned championship honors in the high jump (6-03). Noah Zeringue was top competitor in the javelin (156-06). The 4x100 relay team (Syre Lewis, Gevon Hill, Jerry Spencer and Dylan Lorio) was first with their time of 42.70 and the 4x200 team (Syre Lewis, Dylan Lorio, Gevon Hill and Channing Canada) finished first by running a 1:28.78. Taji Sullivan was first in the 110 hurdles (15.95).

Among Hahnville girls, Kevell Byrd and Yelah Moses emerged as district’s most decorated competitors this season. Byrd was champion of the 100 (12.39) and the 200 (25.57). Yelah Moses finished with top honors in the high jump (5-01) and 300 meter hurdles (48.77).

Both helped anchor a pair of winning relay squads as well. The 4x400 relay team of Yelah Moses, Kevell Byrd, Marigny Clay and Alexandra Johnson took the top mark of 4:12.74, while the 4x200 team (Kevell Byrd, Marigny Clay, Yelah Moses and Alexandra Johnson) took first with a 1:43.88 time. Alexandra Johnson captured the 400 (1:01.09).

For Destrehan’s boys, Dylan Whitted took the discus championship (135-10). Jalen Richard’s throw of 47-05.50 earned the shot put crown. The 4x400 relay team (Devin Boutte, Ryan Walker, Devin Christopher and Nathan Higdon) took the 4x400 event with a time of 3:29.10 and the 4x800 relay team (Devin Boutte, Ryan Walker, Devin Christopher and Nathan Higdon) ran a mark of 8:35.53 for first. Ezeikiel Fernandez-Brown captured the 300 meter hurdles title (42.34).

SAINTS from page 1B

that may have only cost him three games, but seemed to sap his effectiveness down the stretch.

Time will tell if the price to deal up for Davenport last season will prove worth it. Regardless, given the Saints’ current roster landscape, his progression into a strong starting player will be vital.

Sheldon Rankins’ Achilles injury means another player on the line will almost certainly have to emerge as an impact performer, and he represents the best bet.

Round 2: The Saints select Nick McCoy, center from Texas A&M. Mickey Loomis pulled the trigger on a trade up here. The price was steep – a 2020 second rounder the key piece in landing the move – but understandable.

Much was made of the departure of Mark Ingram this offseason, but the team’s most impactful loss in my mind was center Max Unger, the leader of an offensive line that’s been one of the NFL’s very best —and cohesive — the past two seasons. Unger announced his departure late in the free agency stage, which left the Saints scrambling a bit before settling on signing C/G Nick Easton, formerly of the Vikings.

But Easton is coming off injury, and the decision to trade up for McCoy signifies to me that the Saints’ top priority was to maintain what I believe has become its offensive identity. While Brees, Alvin Kamara and Michael Thomas each garner deserved high praise, the Saints have emerged as a true contender over the past two seasons

primarily because the team’s built an absolute terror up front on both the offensive and defensive lines. Losing Unger threatened to disrupt that; drafting McCoy, projected as one of the draft’s elite interior linemen, should keep that advantage strong.

Round 3: Selection traded for Teddy Bridgewater. Time will tell. If Brees misses even 2 or 3 starts and Bridgewater keeps the season alive, it’ll be hard to argue with the move. And if 2019 represents Brees’ last hurrah and Bridgewater sticks around long term, it was a move worth making.

Round 4: Initial selection traded for Eli Apple; 4th round pick acquired and used to select S/CB Chauncey Gardner-Johnson of Florida. I never argue with stockpiling defensive backs, and that goes double for the versatile ones. We know as Saints fans, if you happen to fall upon a corner-back well known for his strong play, like Marshon Lattimore, Keenan Lewis, Jabari Greer, Mike McKenzie or Tracy Porter, it’s a windfall.

We also know I just easily rattled off those five corner-back names because there aren’t many others among them in recent history; we’ll take anonymity from our defensive backs! Just don’t

become infamous!

Apple wasn’t the strongest part of the secondary last season, but he did represent a big upgrade at outside corner across from Lattimore. He’s also a former top 15 draft pick, and still represents some upside after a full offseason with the team. As for Gardner-Johnson, he was one of the first selections of Day 3, a draft “faller” quickly gobbled up, which tells us the Saints likely had him ranked considerably higher before deciding to (again) trade up. We don’t need a star in round four, simply a quality player would suffice. If he wants to become a Greer or Lattimore, though, then fine, twist my arm.

Round 5: Pick traded to move up for Gardner-Johnson.

Round 6: Saquan Hampton, Rutgers, S

Round 7: Alize Mack, TE, Notre Dame; Kaden Ellliss, OLB, Idaho. These late picks can make a draft pop. Even landing a positive contributor on special teams is a nice haul, and a starter is a whopper of a choice. The odds are against it, but we see players defy the odds every season. Hopefully the Saints see at least one from this group among the breakthroughs.



Herald-Guide
Healthy eating series

By Anna Thibodeaux
Managing Editor
annat@heraldguide.com

The rice paper roll tops the Taste of Tokyo menu as one of its healthiest, unique dishes.

Fresh tuna, salmon, crab stick, cucumber, carrots, romaine lettuce, asparagus and avocado wrapped in rice paper offers a fresh, light lunch. It's served with a side of seafood sauce, which is one of the restaurant's secret recipes.

Located in Destrehan 13 years, Taste of Tokyo considers this rice paper roll as its own and among its healthy offerings, said Manager April Ball. It has no rice in the filling, which also cuts a few calories.

Like the rice paper roll, many of the restaurant's offerings are original creations, Ball said.

Even the wrapping can be modified for the customer.

Don't like rice paper? Try a seaweed or soy wrap.

Some of these rolls are served with as many as four to five sauces at a time, which Ball said are also original

to the restaurant. Choices include honey, Ponzu, Sriracha, eel and spicy mayo to highlight a roll.

"I think people are becoming conscious and aware of eating healthy," Ball said of customers seeking healthier eats. "A lot of people are asking for rolls that don't have rice or whether they can have rolls without rice, asking for more vegetables in their rolls and people asking for vegetarian options or gluten free."

Taste of Tokyo offers a gluten-free soy sauce as more people are diagnosed with a gluten allergy. An increasing number of customers are asking for brown rice in their rolls.

"We have a huge menu from the kitchen, but rolls are the main thing," Ball said. "For people scared of sushi, there is something for everyone. We have hibachi, noodles and rice."

And, even with these many choices, Ball says the chef is available to tailor a roll or sauce to taste on the fly.

"They are not all raw," she said of the rolls. "There are cooked, fried rolls and rolls that have no fish."

ROLLS on page 4B



Left: The Love Boat for Two with assorted sushi and sashimi.
Right: Chef Frank who has been with Taste of Tokyo for 11 years.

"I think people are becoming conscious and aware of eating healthy."
— April Ball

This rice paper roll puts healthy on the wrap

Five rolls with a local spin

- Boudin roll
- Destrehan roll
- Ormond Delight
- Shell and Valero rolls
- LSU roll



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HHS students building Bluebird houses



Hank Cologne's Carpentry class at HHS partnered with the Bayer's Luling site to help the Bluebird conservation effort by creating specially designed bird houses fit for the particular species of bird. While on site installing the bird houses, the students were given the opportunity to see and explore the wildlife habitat that Bayer maintains with the help of the

community. Students were eager to do their part in helping preserve the Luling sites wildlife refuge even more so now that they were able to experience the habitat and being introduced to all the species there. After forming this partnership, Bayer plans on completing more projects to help preserve species at its Luling site.



Special Olympian places second

Tina Jean Pitre recently participated in the Bayouland Special Olympics in Baton Rouge and took second place in bowling in her division.

community calender What's Happening

MAY 14 American Legion The American Legion Post 131 monthly meeting will be at 6 p.m. May 14 at the American Legion Hall, 103 Milling Ave., Luling. A light meal will be served. For more information, call Vice Commander Richard Bordner at (504) 343-5092.

MAY 18 Healthy Awareness Day The First Baptist Church will hold Healthy Awareness Day at 10 a.m. May 18 at the church, 14571 Old Spanish Trail, Paradis. The event will feature sessions on diabetes and obesity session, medication safety for youths and Walgreen's Shot Clinic. There also will be voter registration and a German Farmers Market info table. For more information, contact Jameeta Youngblood at (504) 881-0690.



MAY 23 Summer reading signup The St. Charles Parish Library will hold sign up for its summer reading programs beginning May 23. Signup is available online at mysopl.org/summer.

JUNE 21 - 23 Catfish fest The Louisiana Catfish Festival will be held June 21 - 23 at St. Gertrude Catholic Church, 17324 Highway 631, Des Allemands. The fest will feature food, fun, rides, entertainment, crafts and more. Fest days are June 21 - 5 - 11 p.m.; June 22 - 10 a.m. - 11 p.m., and June 23 - 10:30 a.m. - 8 p.m. For more information, call (985) 758-7542.

JULY 20 HHS reunion The Hahnville High School Class of 2009 will hold its 10-year reunion 7 to 11 p.m. at the Crescent City Brewhouse, New Orleans. For more information, contact Abby Tauth at Abbythibodaux@gmail.com.



ROLLS

With some customers traveling as far as 45 minutes to get this cuisine, Ball said their lunch crowd includes a surprising variety of people. "We have people come in from clearing sewage lines for lunch and order the same thing as the people on the golf course," she said. "Our lunch crowd is plant workers, representing 90 percent of our lunch crowd. Lent is extremely busy for us on Friday nights." Many also come for the fusion cuisine with this Japanese restaurant offering a "Po-Boy Wrap" and "Boudin Roll." The fusion cuisine doesn't stop there with more locally named like the Destrehan roll with snow crab, white fish, asparagus and

smelt roe dipped in tempura batter and fried. It's rich, fried and the choice for many customers. Other localized named rolls include the Ormond Delight, two rolls named after local companies Shell and Valero, as well as area colleges including LSU and Tulane. There's also the Levee roll, as well as Plantation roll for local palettes. "It's truly all about customer service and making the customer happy," Ball said. "Very rarely do we have to say, 'No.'"

Left: Taste of Tokyo location in Destrehan. Right: Chef Frank applies his artistic style to a dish.



National Merit finalist



Conner Fisk, a senior at Destrehan High School, was recently recognized as a National Merit Finalist. The son of Steven Fisk and Carrie Fisk, Conner plans to attend the University of Texas at Dallas and pursue studies in actuarial science and finance.

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Dance Unlimited dancers are ready for their competition.



Matt and Jenn have fun on vacation.



Brandt and Glenda Dufrene at the Des Allemands Boat Blessing Sunday.



Michael Love cooks turkey neck gumbo at the Gator Den Spring Fling.



The Fonte family at Universal Studios.



Julie, Sarah, Emalee, Belinda, Gianna and Judy celebrate Emalee's 21st birthday.

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Harper Vaughn and Cole Babin have fun at the zoo.



Cousins Brooklyn, Bailey, Adeline, Sawyer and Brayden.



Ruth and Chelsie Jurado at Monster Jam in Baton Rouge.



Missy, Ethan and Dale Madere pick Louisiana strawberries.



Sutton Brasher cheers for her brothers at T-ball practice.



Rhonda Walker and her grandbabies Paytyn, Alexis, Leia and Beau Walker.



Ashley and Sophia Parrino dance for Dance Unlimited at the Act 1 dance competition.

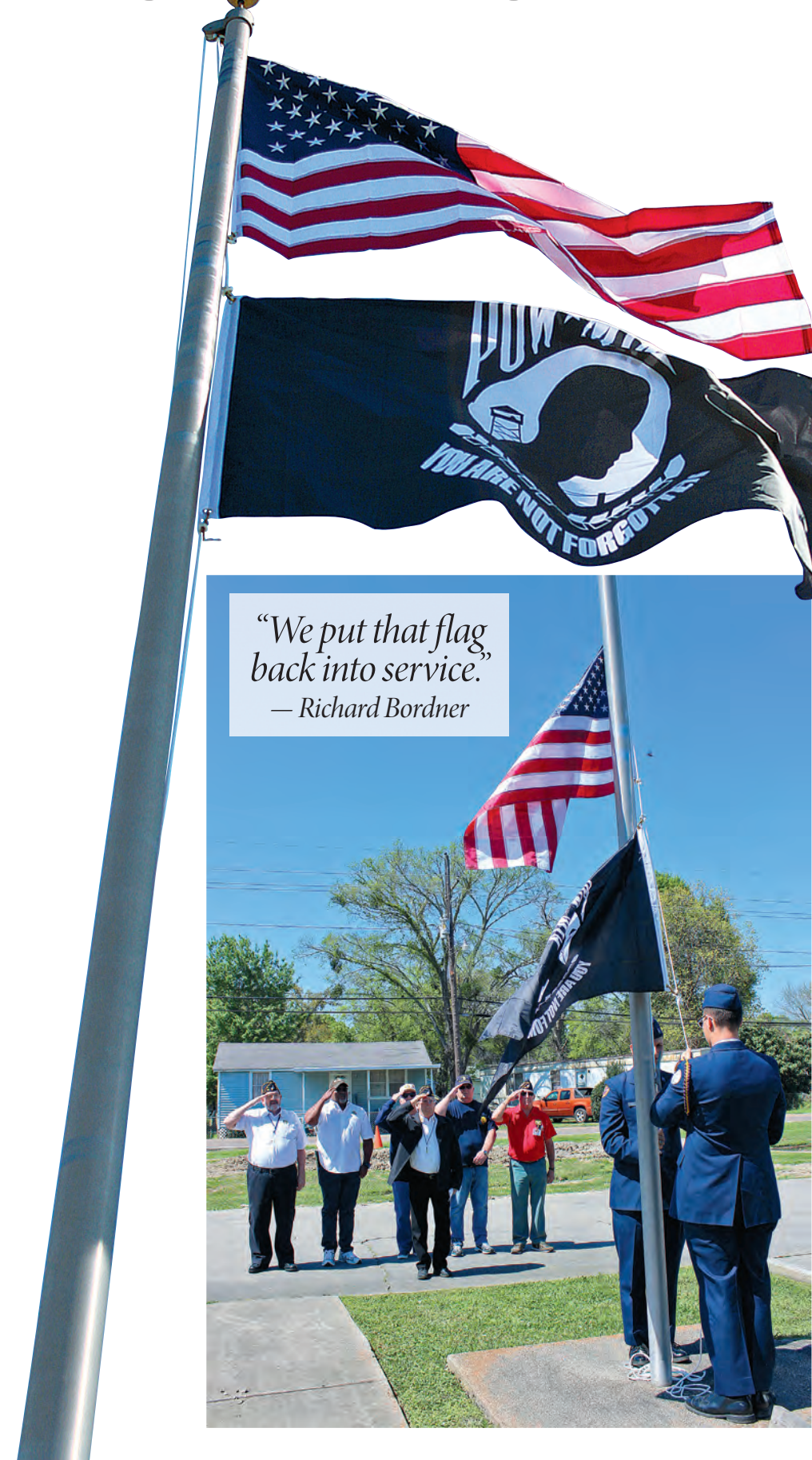


Annalise Ward and John and Charlee Badgerow at the 4-H Color Run.



Ty Yoes at the St. Anthony Cajun Food Festival.

Flag raised again with vets looking on in tears



Flag advocacy

- Never let the U.S. flag touch the ground.
- Never use the flag as drapery or decoration or wear it as a costume.
- Raise the flag briskly and lower it slowly.
- Only fly the flag upside down as a sign of distress.
- Display the flag at night and illuminate it proudly.

By Anna Thibodeaux
Managing Editor
annat@heraldguide.com

With tearful veterans residing at Luling Living Center looking on, American Legion Post 131 raised the American flag again at a location where it had been gone over a year.

“We rebuilt the flag pole, which had been out of service,” said Richard Bordner, second vice commander.

Bordner spotted the pole empty and began to wonder why the flag wasn’t flying. When he realized it wasn’t being flown, he approached Betty Jackson with the center and she coordinated the Post’s efforts to restore it on a flagpole that needed some help.

It was a location the post also knew as one they brought Christmas baskets to veterans.

“That’s when we decided we were going to rebuild their flag pole,” he said. “We put that flag back into service.”

Three months later, the flag ceremony was scheduled with the Hahnville High School ROTC formally raising two flags - the American and POW MIA flags.

“The flags being flown there is important because it shows respects for the veterans housed there,” Bordner said. There were 10 of them living at Luling Living Center as of Christmas, who were brought to the ceremony in wheelchairs.

Post Commander Lester Breaux, First Vice Commander Iven Naquin, Second Vice Commander Bordner, Adjutant Edward Picou, Color Bearer Marlo Chaisson and Sergeant-at-arms Cornell Keller were present for the flag raising.

Bordner said Post 131 also supports Boys and Girls State, a leadership program at HHS, three community drives with Ochsner Blood Bank, American Legion Educator of the Year at HHS, the American Legion Baseball Program, three American Legion Poppy Field drives, annual Christmas baskets for St. Charles Parish veterans at the South Louisiana VA Home in Reserve and Luling Living Center, and other special projects.

The post also supports the National American Legion in on bills related to veteran needs such as benefits, which is especially significant in this being the 100th anniversary for the American Legion.



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Little Red Church Food and Fun Festival



Above: The dragon ride was a popular one at the Little Red fest.
Right: The swing ride was equally popular at the fest.



Anna Thibodeaux/Herald-Guide



Above: Twins Mila and River Rodriguez, 2, of Destrehan dancing to the music.
Left: Tab and Jena Troxler with their children: Sydney, 12; Nicholas, 9; Adilyn, 6, and Finn, 4.



Top: Andrew Suffrin and Drew, 2, of Destrehan.
Above: From left are Nikki Gros, Bailee Gros and Leslie Gros, all of Luling.
Below: Jill Vicknair and Blakely of Destrehan.



Left: Andrew Suffrin of Destrehan with his son, Drew, 2, on his first ride.

Right: Dave Diaz of Destrehan with his granddaughter, Cora Tully, 3-1/2 months old, and daughter Louise Tully of Hammond.



Left: Cassie Newchurch of St. Rose with her son, Elijah, 8 months old, and daughter, Gabby, 8.

Right: Two little girls riding the motorcycle ride and loving it.



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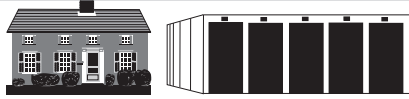
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Prayers

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Public Notice

Public Notice From the St. Charles Parish School Board

The St. Charles Parish School Board has some psychological, educational and speech evaluations for former students who were born in 1996. These records are no longer needed to provide educational services. These records will be destroyed 45 calendar days after publication of this notice unless claimed by the individual evaluated, his/her authorized designee, or the person authorized to act on his/her behalf. These records can be claimed at the Special Education department of the St. Charles Parish School Board Office in Luling between 8:00 a.m. and 3:30 p.m., Monday through Friday.

Publish: Weeks of April 18th, 25th, May 2nd & May 9th, 2019

Public Notice

ST. CHARLES PARISH ZONING BOARD OF ADJUSTMENT

The St. Charles Parish, Zoning Board of Adjustment will meet on May 16, 2019 at 7:00 p.m. at the St. Charles Parish Courthouse, Council Chamber to hear **2019-9-ZBA** requested by **Gregory A. Miller** to waive the hard surface with permanent dust free pavement and landscaping requirements at **10422 Airline Hwy. St. Rose**, Zoning District M-1. Council District 5. **2019-10-ZBA** requested by **Kevin Carlee** to reduce the required front yard property line from 18.5 ft. to 14 ft. and the required rear property line from 20 ft. to 5 ft. at **400 Honeysuckle Dr., Nacogdoches**, Zoning District R-1A. Council District 6. **2019-11-ZBA** requested by **Evelyn Grimboll** to reduce the required elevation from AE+5 NAVD to +3 NAVD at **16554 Hwy. 90, Des Allemands**, Zoning District M-1. Council District 4. **ALTERNATE DATE: May 23, 2019**
PUBLISH: 5/2, 5/9, 5/16

Public Notice

OFFICIAL JOURNAL BID-2019-2020
ST. CHARLES PARISH SCHOOL BOARD

Please publish on May 9 and May 16, 2019.

The St. Charles Parish School Board will accept bids for OFFICIAL JOURNAL for one year beginning July 1, 2019. Bids should contain a firm rate schedule based on a column inch-13 pica wide. Proposals must be received in a sealed envelope with OFFICIAL JOURNAL BID on the outside by May 23, 2019 at the school board office at 13855 River Road, Luling, LA 70070. Bids will be opened and read aloud on May 23, 2019 at 2:00 p.m. at the School Board Office. This notice will be published on the following dates:
May 9, 2019
May 16, 2019

Stevie Crovetto
Director of Public Information
St. Charles Parish School Board
13855 River Road
Luling, LA 70070

Public Notice

NOTICE TO BIDDERS

Louisiana Department of Wildlife and Fisheries announces an experimental harvest of alligator eggs as follows:

PROPOSAL NUMBER: WLF-MSWMA-19

The alligator egg harvest will be on Maurepas Swamp Wildlife Management Area, located in Ascension, Livingston, St. Charles, St. James, and St. John the Baptist parishes.

Sealed bids are due before 10:00 A.M., June 11th, 2019 at the Louisiana Department of Wildlife and Fisheries Building, 2000 Quail Drive, Baton Rouge, LA 70808, Louisiana Room on the day of the bid opening, prior to the bid opening date sealed bids can be mailed to Yvette Buckner at Louisiana Department of Wildlife and Fisheries, room 240, P.O. Box 98000, Baton Rouge, LA 70898-9000 by 3:00 P.M. on June 10th, 2019. The bids will be publicly opened and read in the Louisiana Room on Quail Drive, immediately after 10:00 A.M. on June 11th, 2019. For additional information or to request a bid package please call Jeb Uncombe at the Lafayette Office at (337) 735-8671 or email juncombe@wlf.la.gov

Publish: May 9, 16, 23, & 30, 2019

Public Notice

SECTION 00010

ADVERTISEMENT FOR BIDS

The Parish of St. Charles, hereby advertises bids for construction of Ormond Oaks Drainage Improvements P180802 as follows:

Owner: St. Charles Parish

Project Title: Ormond Oaks Drainage Improvements

Project No.: P180802

Principal Work Location: Ormond Oaks Drainage Canal

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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, David G. LeBreton, Jr., P.E., PTOE, 527 W. Esplanade Avenue, Ste. 200, Kenner, LA 70065.

A payment of \$ 125.00 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 May 23, 2019 at 11:00 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 RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 3rd Floor, 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 St. Charles Parish Project Number, and the St. Charles Parish 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
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Times Picayune
The Advocate
McGraw-Hill Dodge of Hot Springs
Construct Connect

Thursday, May 09, 2019
Thursday, May 16, 2019
Thursday, May 23, 2019

Public Notice

St. Charles Parish Public Schools Committee Meetings (Tuesday, April 23, 2019)
Generated by Shelly Babineaux on Wednesday, April 24, 2019.

Members present
Ellis A. Alexander, Arthur A. Aucoin, Melinda H. Bernard, Dennis J. Naquin, John W. Robichaux, Clarence H. Savoie, John L. Smith, Alex L. Suftrin

Meeting called to order at 4:04 PM

1. Opening Items

1.01 Call To Order

Board President Dennis Naquin called the meeting to order.

1.02 Presentations by Underwriters and Municipal Advisors - Committee Meeting Only

Two companies gave bond underwriting presentations to the Board.
1) Mr. Toby Cortez and Ms. Whitney Laird with Stifel
2) Marcus Lambert with D.A. Davidson & Company

Two municipal advisors made presentation to the Board.
1) Lucius McGhee, Jr. and Beck Hanes with Argent Advisors
2) Jim Ryan with Government Consultants.

A discussion was held.

2. Ad-Hoc Executive Committee Meeting - Executive Session

2.01 Expulsion Appeal of Student Number One - Ad Hoc Committee Meeting Executive Session
Motion by Jay Robichaux; second by Melinda Bernard and unanimously carried to go into Executive Session as per L.R.S. 42:16-17.

Mr. Savoie opened the Expulsion Appeal of Student Number One and a discussion was held. Mr. Savoie said this item will be on the April 24, 2019 Board meeting agenda.

3. Risk Management & Insurance Committee

3.01 Monthly Legal Update - Executive Session Committee Meeting Only

Risk Manager John Cain and Ms. Paula Jeansonne presented a legal update to the Board.

Motion by Mr. Aucoin to adjourn Executive session; second by Melinda Bernard.

4. Curriculum, Instruction & Assessment Committee

4.01 Science Instructional Resources Adoption - Committee Meeting Only

Motion by Melinda Bernard; second by Art Aucoin to return to regular session.

Melinda Bernard called the Curriculum Instruction and Assessment Committee meeting to order. Assistant Superintendent of Curriculum & Instruction AJ Pethé, C & I specialist, presented a Science Instructional Resources Adoption to the Board.

Mr. Pethé also gave an update to the Board on the Head Start program. The Head Start application has not been approved at this time. Anticipated approval is within 120 days.

Motion by Jay Robichaux to adjourn; second by Sonny Savoie.

5. Personnel & Policy Committee

5.01 Executive Director of Equity and Student Support Position

Mr. Savoie opened the Personnel & Policy Committee meeting.

The Superintendent pulled item 5.01. This item will be introduced at a special Board meeting on 5/1/19 at 4:30 p.m.

5.02 Personnel Items

Assistant Superintendent of Human Resources & Administrative Services Tresa Webre, reviewed the personnel items with the Board as presented. Administrative assignments for 2019-2020 for information only were withdrawn.

The Board asked Human Resources to prepare a turnover report on teachers for individual schools to be discussed at the June Board Retreat. A discussion was held.

Mr. Savoie said this item will be on the April 24, 2019 Board meeting agenda.

5.03 Staffing Update - Committee Only

Assistant Superintendent of Human Resources & Administrative Services Tresa Webre, presented a staffing update to the Board. The Board asked for a report on request for resignations and retirements with percentages. A discussion was held on each staffing recommendation.

5.04 Recruiting and Retention Strategy for Teachers - Committee Only

The Superintendent, Tresa Webre and Chief Financial Officer Donna Post, presented a proposal from the budget review committee on a recruiting and retention strategy to allow nonresident teachers to enroll their children in SCPPS. A discussion was held, and the Board rejected the proposal.

5.05 Schedule of School Board Meetings for School Year 2019-20

The Board and Committee meetings schedule was discussed. Mr. Savoie said this item will be on the April 24, 2019 Board meeting agenda.

Jay Robichaux motion to adjourn; second by Melinda Bernard

6. Transportation Committee

6.01 Proposed Reorganization of the Transportation Department - Committee Meeting Only

Ellis Alexander opened the Transportation Committee meeting.

Teresa Brown presented a Transportation reorganization proposal to the Board. A discussion was held and the Board accepted the proposal.

Jay Robichaux motioned to adjourn; second by Dennis Naquin.

7. Capital Improvements Committee

7.01 Proposal Acceptance - Emergency Construction of Building Components and/or Grounds

Dennis Naquin opened the Capital Improvements Committee meeting.

Chief Plant Services and Security Officer John Rome, presented the proposal acceptance on Emergency Construction of Building Components and/or Grounds. A discussion was held.

Mr. Naquin said this item will be on the April 24, 2019 Board meeting agenda.

7.02 Proposal Acceptance - Emergency Janitorial and Restoration Services

Chief Plant Services and Security Officer John Rome, presented the proposal acceptance on Emergency Janitorial Restoration Services.

This item will also be on the April 24, 2019 Board meeting agenda.

7.03 Proposed Parish Property Developments - Committee Meeting Only

Chief Plant Services and Security Officer John Rome, presented an update on the proposed parish property developments. John Smith requested that South Central Planning be invited within the next month to discuss economic development, population growth etc. Mr. Naquin asked Mr. Rome to present a parish development spreadsheet to be reviewed at the June Board retreat.

Jay Robichaux motioned to adjourn; second by Dennis Naquin.

8. Technology Committee

8.01 Proposal Acceptance - Hardware Repair Services

Art Aucoin opened the Technology Committee meeting.

Director of Technology Stephanie Steib, presented a proposal acceptance on Hardware Repair Services with Bellweather being recommended.

Mr. Aucoin said this item will be on the April 24, 2019 Board meeting agenda.

Melinda Bernard motion to adjourn; second by Dennis Naquin.

9. Finance & Audit Committee

9.01 Resolution Granting Preliminary Approval for the Issuance of Sales Tax Bonds Not to Exceed \$15 million

Al Suftrin opened the Finance & Audit Committee meeting.

Jason Akers with Foley & Rudell L.L.P. and Chief Financial Officer Donna Post, presented the Resolution Granting Preliminary Approval for the Issuance of Sales Tax Bonds Not to Exceed \$15 million. A discussion was held.

Mr. Suftrin said this item will be moved to the Board table at the April 24, 2019 meeting.

9.02 Selection of Underwriter & Municipal Advisor for 2019 Sales Tax Bonds - Committee Meeting Only

Based on presentations, the Board discussed the selection of an Underwriter and Municipal Advisor Sales Tax Bonds Resolution.

The Board agreed on Stifel as Bond Underwriter and Lucius McGhee, Jr. as Municipal Advisor. The selections will appear in the contents of the resolution to be approved at the April 24, 2019 Board meeting.

Legal notice deadline is Friday at 3 p.m. for the following issue. To place a legal notice, call 985-758-2795 or by email legals@heraldguide.com

9.03 Resolution for Sales and Use Tax Collection and Administration

Al Suftrin presented the Resolution for Sales and Use Tax Collection and said this item will be on the April 24, 2019 Board meeting agenda.

9.04 Board Members of the Dr. Rodney R. Lafon Performing Arts Center Endowment Fund

With no objections, Al Suftrin said this item will be on the April 24, 2019 Board meeting agenda.

A discussion was held and the Board requested that the Board President be added as a voting member and Board Vice President as a non-voting member, on the Dr. Rodney Lafon Performing Arts Center for one year terms.

9.05 Revised Budget FY2019

Chief Financial Officer Donna Post and the Superintendent presented the Revised Budget FY2019. A discussion was held.

Mr. Suftrin said this item will be on the April 24, 2019 Board Meeting agenda.

9.06 Accounts Payable for the month of March 2019

Donna Post, Chief Financial Officer, presented the Accounts Payable for the month of March 2019. This item will be on the April 24, 2019 Board meeting.

Jay Robichaux motion to adjourn; second by Sonny Savoie.

10. Closing Items

10.01 Meeting Adjourn

Adjourn the meeting.

Motion by John W. Robichaux, second by Clarence H. Savoie.
Final Resolution: Motion Carries
Yes: Ellis A. Alexander, Arthur A. Aucoin, Melinda H. Bernard, Dennis J. Naquin, John W. Robichaux, Clarence H. Savoie, John L. Smith, Alex L. Suftrin

PUBLISH: May 9, 2019

Public Notice

St. Charles Parish Public Schools Board Meeting (Wednesday, April 24, 2019)
Generated by Shelly Babineaux on Thursday, April 25, 2019.

Members present
Ellis A. Alexander, Arthur A. Aucoin, Melinda H. Bernard, Dennis J. Naquin, John W. Robichaux, Clarence H. Savoie, Alex L. Suftrin

Meeting called to order at 7:28 PM

1. Opening Items

1.01 Call To Order

Seven Board members, Superintendent Gomez-Walker and Executive Secretary Shelly Babineaux were in attendance. (John Smith absent)

R.K. Smith 8th grade student, Bailey Reynaud, led the opening prayer.

1.02 Pledge of Allegiance

Mr. Sonny Savoie led the Pledge of Allegiance.

2. Resolutions/Proclamations

2.01 2019 National School Nurse Week Proclamation

National School Nurses Week Proclamation

WHEREAS, it is important that we recognize the efforts of school nurses and their association with the students of our schools; and

WHEREAS, we acknowledge the care and contributions being made to the overall development of our children by school nurses; and

WHEREAS, we express our gratitude and appreciation for the expertise of school nurses in our school environment and acknowledge their vital role as professionals;

NOW, THEREFORE BE IT RESOLVED, that we, the members of the St. Charles Parish School Board, in conjunction with the National Education Association, hereby proclaim May 6 - May 12, 2019, as School Nurses Week in the St. Charles Parish Public School System.

Approve the 2019 National School Nurse Week Proclamation.

Motion by John W. Robichaux, second by Clarence H. Savoie.
Final Resolution: Motion Carries
Yes: Ellis A. Alexander, Arthur A. Aucoin, Melinda H. Bernard, Dennis J. Naquin, John W. Robichaux, Clarence H. Savoie, Alex L. Suftrin

2.02 Resolution for Sales and Use Tax Collection and Administration

SALES AND USE TAX COLLECTION AND ADMINISTRATION RESOLUTION

WHEREAS, the Article VII, Section 3 of the Louisiana Constitution provides that local sales and use taxes are to be collected by a single collector in each parish; and

WHEREAS, Article VII, Section 3 also provides for the use of a parish commission or one of the local political subdivisions to serve as the single parish collector of local sales and use taxes; and

WHEREAS, the authority to "collect" local sales and use taxes has been determined by the Courts to include the authority to administer the collection, including making decisions as to when to audit persons or businesses thought to be unlawfully evading taxation or, in some cases, collecting sales taxes on transactions and failing to fully remit them to the local collector; and

WHEREAS, School Boards serve as the single parish collector of local sales and use taxes in over thirty (30) parishes; and

WHEREAS, pre-filed in the 2019 Regular Session is HB 57, which proposes to amend the LA Constitution to allow the Legislature to repeal the authority of local governments to control the collection of local sales taxes and place that authority with the State, a concept often referred to as State Central Collection; and

WHEREAS, State Central Collection would have the State taking possession of local tax revenues, withholding an administrative fee, then disbursing the balance down to the School Board or other local taxing authority; and

WHEREAS, State Central Collection poses too great a risk that local education tax dollars will not be promptly disbursed or that the administrative fee withheld by the State may become a means of resolving State fiscal issues; and

WHEREAS, repealing or diminishing the Constitutional authority for local collection of local sales and use taxes will impair the ability of those local collectors to perform the necessary function of auditing vendors to ensure compliance with the legal obligation to collect and remit local sales taxes; and

WHEREAS, given the vital role that the proper, effective, and efficient collection of local sales and use taxes plays in the operation of school districts and the education of children, the Louisiana School Boards Association has always fought any efforts to repeal, reduce or constrain the authority of the local collector to collect local sales and use taxes, regardless of who has offered the proposal;

NOW THEREFORE, BE IT RESOLVED that the St. Charles Parish School District, by action of its duly elected governing authority, does hereby urge and request the Louisiana Legislature, and in particular the Legislative Delegation of St. Charles Parish to oppose HB 57 and any other

4.03 Executive Director of Equity and Student Support Position		
Table and remand back to Administration the position of Executive Director of Equity and Student Support.		
Motion by Clarence H Savoie, second by Melinda Bernard. Final Resolution: Motion Carries Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, Alex L Suffrin		
4.04 Personnel Items		
Approve the personnel items as presented to the Board.		
Motion by Clarence H Savoie, second by Arthur A Aucoin. Final Resolution: Motion Carries Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, Alex L Suffrin		
4.05 Resolution Granting Preliminary Approval for the Issuance of Sales Tax Bonds Not to Exceed \$15 million		
Approve the Resolution granting preliminary approval for the issuance of Sales Tax Bonds not to exceed \$15 million.		
Motion by Alex L Suffrin, second by Arthur A Aucoin. Final Resolution: Motion Carries Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, Alex L Suffrin		
4.06 Board Members of the Dr. Rodney R. Lafon Performing Arts Center Endowment Fund		
Ratify the appointment of initial Board Members of the Dr. Rodney R. Lafon Performing Arts Center Endowment Fund.		
Motion by John W Robichaux, second by Alex L Suffrin. Final Resolution: Motion Carries Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, Alex L Suffrin		
4.07 Schedule of School Board Meetings for School Year 2019-20		
Adopt the schedule of Board Meetings for June 1, 2019 through June 30, 2020		
Motion by Melinda H Bernard, second by Clarence H Savoie. Final Resolution: Motion Carries Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, Alex L Suffrin		
4.08 Proposal Acceptance - Emergency Construction of Building Components and/or Grounds		
Accept the proposal from Frickey Brothers Construction, Inc. for emergency construction of building components and/or grounds.		
Motion by Clarence H Savoie, second by Arthur A Aucoin. Final Resolution: Motion Carries Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, Alex L Suffrin		
4.09 Proposal Acceptance - Emergency Janitorial and Restoration Services		
Accept the proposal from Quality Janitorial & Restoration Service, LLC for emergency janitorial and restoration services.		
Motion by Alex L Suffrin, second by Melinda H Bernard. Final Resolution: Motion Carries Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, Alex L Suffrin		
4.10 Proposal Acceptance - Hardware Repair Services		
Accept the proposal from Bellwether Technology for hardware repair services.		
COST		
Year 1	2019-2020	\$382,000
Year 2	2020-2021	\$389,000
Year 3	2021-2022	\$400,000
Year 4	2022-2023	\$408,000
Year 5	2023-2024	\$416,000
Motion by Arthur A Aucoin, second by Ellis A Alexander. Final Resolution: Motion Carries Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, Alex L Suffrin		
4.11 Revised Budget FY2019		
Adopt the revised General Fund budget to reflect the one-time payment for all employees hired prior to and the Special Revenue Funds, Debt Service Funds, Capital Projects and Lunch Fund budgets as presented.		
COST		
General Fund	\$141,109,487	
Special Revenue Funds	\$7,911,740	
Debt Service Funds	\$11,118,079	
Capital Projects Funds	\$18,208,804	
Lunch Fund	\$6,142,334	
Motion by Alex L Suffrin, second by John W Robichaux. Final Resolution: Motion Carries Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, Alex L Suffrin		
4.12 Accounts Payable for the month of March 2019		
Approve the accounts payable for the month of March 2019 as presented.		
COST		
General Fund	\$1,455,151.49	
Special Revenue Funds	380,795.62	
Capital Projects	349,390.86	
Debt Service Fund	0.00	
GRAND TOTAL	\$2,185,337.97	
Motion by Alex L Suffrin, second by Clarence H Savoie. Final Resolution: Motion Carries Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, Alex L Suffrin		
5. Closing Items		
5.01 Standing Committee Reports		
Ellis Alexander gave a report of the Transportation Committee report. Al Suffrin presented the Finance Committee report. Sonny Savoie updated the Personnel & Policy Committee report. The Technology Committee report was given by Art Aucoin. Dennis Naquin gave the report on Capital Improvements Committee		
5.02 Superintendent's Report		
Athletics		
SOFTBALL The Lady Tigers finished the regular season 23-9 and were crowned District 7-5A champions. They entered the state playoffs ranked 12 th in State and were defeated by Ouachita in the second round of the playoffs. DHS Lady Cats compiled a regular season record of 14-16. They entered the playoffs and were defeated by Airline in the third round of the playoffs.		
BASEBALL DHS ended the regular season 21-9. The Wildcats entered the playoffs ranked 10 th and defeated Ouachita. They will move on to the second round to face St. Amant. HHS posted a 13-17 regular season record and were defeated by Live Oak High School in the first round of playoffs.		
TRACK The HHS boys were crowned 7-5A District Champions, while the HHS girls placed 2 nd in District. Both DHS and HHS track will compete in Regionals with hopes to qualify for the State meet the 1 st week of May.		
TENNIS HHS boys were crowned District Champs and members from both DHS and HHS qualified to compete in the State Tennis Tournament.		
GOLF Both high school golf teams competed in the Regional golf tournament and members have qualified to play in the State golf tournament next week.		
Graduations		
Hahnville High School graduation will be held on Wednesday May 15, 2019 at 6 p.m and Destrehan High School graduation will be held on Thursday, May 16, 2019 at 7 p.m. Both graduations will be held at the Pontchartrain Center on Williams Boulevard in Kenner, LA.		
5.03 Meeting Adjourn		
Motion by John W Robichaux, second by Melinda H Bernard. Final Resolution: Motion Carries Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, Alex L Suffrin		

PUBLISH: May 9, 2019

Public Notice

We are applying to the Commissioner of Alcohol and Tobacco Control of the State of Louisiana for a permit to sell beverages of Low alcoholic content at retail in the Parish of St. Charles at the following address:
JESOHN, INC d/b/a COFFEE & 15641 Airline Hwy. Norco, La. 70079

Member: Cheryl Savaski DeLeon, Member

PUBLISH: May 2 & 9, 2019

Public Notice

We are applying to the St. Charles Parish Sheriff's Office for a permit to conduct the Mount Zion Baptist Church Gospel Festival on May 25 & 26, 2019 at 107 Magnolia Ridge, Boutte, Louisiana in the Parish of St. Charles.

The times of the festival are:
Saturday, May 25th, 12:00 pm till 6:00 pm
Sunday, May 26th 9:00 am till 6:00 pm

Publish on May 9 & 16, 2019

Public Notice

SECTION 00010
ADVERTISEMENT FOR BIDS

The Parish of St. Charles, hereby advertises bids for construction of Highway 90 Sinkhole Remediation (P180501) as follows:

Owner: **St. Charles Parish**

Project Title: Highway 90 Sinkhole Remediation

Project No.: P180501

Principal Work Location: Sinkhole 1 is located along Highway 90 on the eastbound side, approximately 0.55 Miles from Hahnville High School along the highway. Sinkhole 2 is located similarly along Highway 90 and is approximately 0.25 miles from Hahnville High School along the highway. Both work locations are within Right of Way owned by LADOTD.

Description of Basic Work: Rehabilitative construction to remove and replace deficient drainage structures causing (2) sinkholes along Highway 90.

Bids: Separate sealed Bids will be received by the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 3rd Floor, Hahnville, Louisiana, 70057, either by registered or certified mail with return receipt requested, or hand delivered, or electronically submitted at www.centralbidding.com, **no later than 10:00 a.m. local time on Tuesday, June 11, 2019.** 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, T. Baker Smith, L.L.C., 740 Phosphor Ave., Suite B, Metairie, LA 70005.

A payment of \$100.00 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 Thursday, May 23, 2019 at 10:00 a.m. in the St. Charles Parish Department of Public Works and Wastewater Conference Room, **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 RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 3rd Floor, 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 St. Charles Parish Project Number, and the St. Charles Parish 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
Larry Cochran, 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
Construct Connect

Thursday, May 09, 2019
Thursday, May 16, 2019
Thursday, May 23, 2019

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 0.037 per square foot of the lot cleaned. The contractor's fee for performing these services shall be at the rate of 0.029 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 \$58.61 per mini clean up plus actual disposal fees will be assessed, not to exceed then (10) mini-cleanups 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-three dollars and eighty six cents (\$43.96) per cubic yard will be assessed. An administration fee of \$36.63 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:

AT & T
18174 River Road
A99600000320
Nature of violation: Grass cutting & removal of debris

James Harrison & Sarah Falcon (Meadowlands Phase 1)
162 Hollywood Park Dr. (Lot 80, Sq. 1)
Nature of violation: Grass cutting & removal of debris

Shane Dunshee (Luling Heights)
374 Barton Ave. (Lot 139 Sq. G)
Nature of violation: Grass cutting & removal of debris

PUBLISH: May 9, 2019

Public Notice

Special School Board Meeting (Wednesday, May 1, 2019)
Generated by Shelly Bahineaux on Wednesday, May 1, 2019

Members present
Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffrin

Meeting called to order at 5:25 PM

1. Opening Items

1.01 Call To Order

Board President Dennis Naquin called the meeting to order

1.02 Roll Call

All Board members, Superintendent Felecia Gomez-Walker, incoming Superintendent Dr. Ken Oertling and Executive Secretary Shelly Bahineaux were present.

2. Business Items

2.01 Executive Director of Equity and Student Support Position

Dr. Oertling reviewed the documents that support the need for the position of Executive Director of Equity and Student Support. A discussion was held.

Motion by Ellis Alexander to table the item. No second on the motion. Motion failed.

Approve the position of Executive Director of Equity and Student Support.

Motion by John L Smith, second by Alex L Suffrin.
Final Resolution: Motion Carries
Yes: Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, John L Smith, Alex L Suffrin
No: Ellis A Alexander
Abstain: Clarence H Savoie

3. Closing Items

3.01 Meeting Adjourn

Motion by John W Robichaux, second by Melinda H Bernard.
Final Resolution: Motion Carries
Yes: Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, Clarence H Savoie, John L Smith, Alex L Suffrin

PUBLISH: May 9, 2019

Public Notice

We are applying to the Commissioner of Alcohol and Tobacco Control of the State of Louisiana for a permit to sell beverages of Low and High alcoholic content at retail in the Parish of St. Charles at the following address:
TNT Food Services LLC d/b/a Frank's Supermarket : 17235 Hwy 90 Des Allemands, La. 70030

Member: Elmo J. Pitre, III
Tara M. Guidry

PUBLISH: May 9 & 16, 2019

Public Notice

'Anyone knowing the whereabouts of a **Combination Promissory Note, Truth-In-Lending Disclosure Statement and Security Agreement providing for payments in the sum of \$4,210.55, dated 10/11/17, made by Gina M. Smith,** payable to Republic Finance, LLC, please contact Michael D. Hannan, Atty., 2201 Ridgeleake Dr., Metairie, La. 70001, tel. (877)885-6959.

Publish : May 9, 2019

Public Notice



I, **Joe Rodney Robertson**, have been convicted of **Forcible Rape**, Date of Conviction: 01/04/1988; **Failure to Register/Notify as a Sex Offender** Date of Conviction 10/11/2012, **Aggravated Crime Against Nature** **Date of Conviction** 1/04/1988. My address is: **421 Mockingbird Lane, Saint Rose, La. 70087**

RACE: Black
SEX: Male
DOB: 05/22/1962
HGT: 5'7"
WGT: 186
HAIR COLOR: Black
EYE COLOR: Brown

PUBLISH: May 2 & 9, 2019

Public Notice

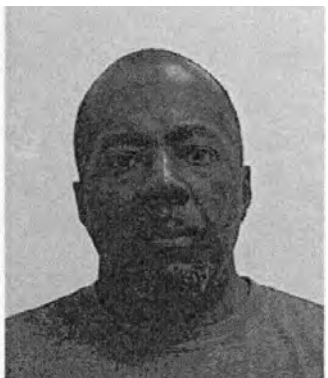


I, **Cheryl L. Jason**, have been convicted of **Sexual Battery**, Date of Conviction: 03/06/1995. My address is: **225 Saint Joe Street, Ama, La. 70031**

RACE: Black
SEX: Male
DOB: 02/16/1961
HGT: 5'11"
WGT: 185
HAIR COLOR: Black
EYE COLOR: Brown

PUBLISH: May 2 & 9, 2019

Public Notice



I, **Troy White**, have been convicted of **Carnal Knowledge of a Juvenile**, Date of Conviction: 02/28/2010. My address is: **508 Killona Dr., Killona, La. 70057.**

RACE: Black
SEX: Male
DOB: 10/17/1969
HGT: 5'8"
WGT: 220
HAIR COLOR: Black
EYE COLOR: Brown

PUBLISH: May 9 & 16, 2019

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 84944-C
Date: Friday, January 11, 2019
JPMORGAN CHASE BANK NATIONAL ASSOCIATION
VS
HERMAN EARL BELL, JR.
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH
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: WEDNESDAY, AUGUST 22, 2018, 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, JUNE 12, 2019, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: THAT 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, in that part thereof known as RIVER VILLAGE SUBDIVISION, and in accordance with a plan of resub-division of J. J. Krebs & Sons, Inc., dated December 29, 1983 approved by the St.

Charles-Parish Council on July 16, 1984 in Ordinance No. 84*7-18 attached to an act of dedication in COB 320, folio 98, said portion being designated as LOT 78 and measures as follows: LOT 78 in the square bounded by Live Oak Drive, River Point Drive, Cedar Lane and River Village Drive, and forms the corner of Cedar Lane and River Village Drive, and measures as follows, to-wit:

Commencing at the northeast corner of Lot No. 79 run N 46 degrees 37 minutes 50 seconds E along the south right ofway line of River Village Drive, a distance of 45.54'; thence along the arc of a curve to the right (R=20') a distance of 36.65 feet to a point; thence S 28 degrees 21 minutes 42 seconds E a distance of 15.02 feet; thence in a southerly direction along the arc of a curve to the right (R=175' distance of 45.84 feet to a point; thence S 43 degrees 22 minutes 10 seconds E a distance of 20 feet to a point; thence S 46 degrees 37 minutes 50 seconds W a distance of 55 feet to a point; which said point is also the southeast corner of Lot No. 79; thence N 43 degrees 22 minutes 10 seconds W a distance of 105.00 feet to the point of beginning.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **ONE HUNDRED THIRTY-SEVEN THOUSAND SIX HUNDRED TWELVE AND 06 /100 (\$137,612.06) 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: May 09, 2019
June 06, 2019

ATTORNEY FOR PLAINTIFF:
Allison N. Beasley
Two United Plaza, Ste 200
8550 United Plaza Blvd
Baton Rouge, LA 70809
225-924-1600
SCSO-CIV-209-0402

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 85301-D
Date: Tuesday, January 8, 2019
WILMINGTON SAVINGS FUND SOCIETY, FSB, DBA CHRISTIANA TRUST AS OWNER TRUSTEE OF THE RESIDENTIAL CREDIT OPPORTUNITIES TRUST VVS KENNETH C. CAMPO A/K/A KENNETH CAMPO
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, OCTOBER 30, 2018, 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, JUNE 12, 2019, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: ALL THAT CERTAIN PARCEL OF LAND IN SOUTHEASTERN DISTRICT ST. CHARLES PARISH, STATE OF LA, AS MORE FULLY DESCRIBED IN BOOK 459, FOLIO 132, ID #4-05333, BEING KNOWN AND DESIGNATED AS LOTS 21 AND 22, SQUARE D SECTION 5 GABRIEL HEIGHTS, BEING A METES AND BOUNDS PROPERTY.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **ONE HUNDRED THOUSAND FIVE HUNDRED TWENTY-SIX AND 14 /100 (\$100,526.14) 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: May 09, 2019
June 06, 2019

ATTORNEY FOR PLAINTIFF:
Corey J. Giroir
P.O. Box 87379
13541 Tiger Bend
Baton Rouge, LA 70879
225-756-0373
SCSO-CIV-209-0402

Legal notice
deadline is every
Friday at 3pm for
the following week
legals@heraldguide.com

Sheriff's Sale

**SHERIFFS SALE
SHERIFF'S OFFICE
Suit No: (45) 85544-C
Date: Monday, January 28, 2019
BRIAR MEADS CAPITAL TRUST
-SERIES I
VS
LIGHT 125 JAMES WEST LLC
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, DECEMBER 7, 2018, 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, MAY 15, 2019, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

(a) the plot(s), piece(s) or parcel(s) of real property described below (individually and collectively, hereinafter referred to as the "Premises"):

THAT CERTAIN PORTION OF GROUND, situated in the State of Louisiana, Parish of St. Charles, in that part thereof known as James Business Park, in accordance with a plan of resubdivision prepared by Murray & Associates, Architects and Engineers, J. Michael Dixon, Surveyor, dated April 29, 1991, recorded in COB 436, folio 684, as corrected by Act of Correction of Survey by J. Michael Dixon dated June 8, 1991, approved by St. Charles Parish Planning Commission on June 14, 1991, recorded in COB 439, folio 22, and as further corrected by Act of Correction of Survey by J. Michael Dixon, filed March 29, 1996, recorded in COB 506, folio 609, Entry No. 20093; said lot is identified as Lot 1-B, Square 3, and Lot 1-B is more particularly described as follows:

Commence at the intersection of the northerly right of way of Airline Highway and the westerly right of way of James Drive West, thence along the westerly right of way line of James Drive West North 00 degrees 11 minutes 00 seconds West a distance of 883.22 feet to the point of beginning;

Thence along the line common to Lots 101-B and 1-B, South 89 degrees 49 minutes 00 seconds West a distance of 258.13 feet to a point on the line common to Lot 1-B and the property now or formerly of John Schwegmann;

Thence along said line North 00 degrees 11 minutes 00 West a distance of 502.62 feet to a point;

Thence North 89 degrees 49 minutes 00 seconds East a distance of 300.00 feet to a point on the westerly right of way line of James Drive West;

Thence along said right of way line South 00 degrees 11 minutes 00 seconds East a distance of 189.89 feet to a point of curve;

Thence along a curve to the right having a radius of 508.41 feet a distance of 142.91 feet to a point of curve;

Thence along a curve to the right having a radius of 558.41 feet a distance of 156.97 feet to a reserve curve;

Thence South 00 degrees 11 minutes 00 seconds East a distance of 16.78 feet to the point of beginning;

The improvements thereon bear municipal no. 125 James Drive West.

Together with those servitudes benefiting the land and established as follows: COB 437, folio 398 — Declaration of Servitude by T.L. James and Company, dated May 13, 1991, establishing Access Servitude twenty-four (24) feet in width on the common line to Lots 101-B and 1-B, Square 3. COB 507, folio 146 — Act of Correction and Amendment of Restrictions by T.L. James and Company, dated April 9, 1996, correcting the Square designation to Square 3, (the "Insured Servitude")

(b) (i) all buildings, component parts, foundations, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements of every kind or nature now or hereafter located on the Premises (hereinafter collectively referred to as the "Improvements"); and (ii) to the extent permitted by law, the name or names, if any, as may now or hereafter be used for each Improvement, and the goodwill associated therewith;

(c) all easements, servitudes, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, ditches, ditch rights, reservoirs and reservoir rights, air rights and development rights, lateral support, drainage, gas, oil and mineral rights, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises or the Improvements and the reversion and reversions, remainder and remainders, whether existing or hereafter acquired, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises to the center line thereof and any and all sidewalks, drives, curbs, passageways, streets, spaces and alleys adjacent to or used in connection with the Premises and/or Improvements and all the estates, rights, titles, interests, property, possession, claim and demand whatsoever, both in law and in equity, of Mortgageor of, in and to the Premises and Improvements and every part and parcel thereof, with the appurtenances thereto;

(d) all machinery, equipment, fittings, apparatus, appliances, furniture, fur-

nishings, tools, fixtures (including, but not limited to, all heating, air conditioning, ventilating, waste disposal, sprinkler and fire and theft protection equipment, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever owned by Mortgageor, or in which Mortgageor has or shall have an interest, now or hereafter located upon, or in, and located on the Premises or the Improvements, or appurtenant thereto, and all building equipment, materials and supplies of any nature whatsoever owned by Mortgageor, or in which Mortgageor has or shall have an interest, now or hereafter located upon, or in the Premises or the Improvements or appurtenant thereto (hereinafter, all of the foregoing items described in this paragraph (d), along with all replacement and additional items installed as contemplated in Section 8.01(e), are collectively called the "Equipment"), all of which, and any replacements, modifications, alterations and additions thereto, to the extent permitted by applicable law, shall be deemed to constitute fixtures (herein, collectively, the "Fixtures"), and are part of the real estate and security for the payment of the Debt and the performance of Mortgageor's obligations. To the extent any portion of the Equipment is not real property or Fixtures under applicable law, it shall be deemed to be personal property, and this Security Instrument shall constitute a security agreement creating a security interest therein in favor of Lender under the UCC;

(e) all awards or payments, including interest thereon, which may hereafter be made with respect to the Premises, the Improvements, the Fixtures, or the Equipment, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of said right), or for a change of grade, or for any other injury to or decrease in the value of the Premises, the Improvements or the Equipment or refunds with respect to the payment of property taxes and assessments, and all other proceeds of the conversion, voluntary or involuntary, of the Premises, Improvements, Equipment, Fixtures or any other Property or part thereof into cash or liquidated claims;

(f) all leases, tenancies, licenses and other agreements affecting the use, enjoyment or occupancy of the Premises, the Improvements, the Fixtures, or the Equipment or any portion thereof now or hereafter entered into, whether before or after the filing by or against Mortgageor of any petition for relief under the Bankruptcy Code and all reciprocal easement agreements and license agreements (hereinafter collectively referred to as the "Leases"), together with all cash or security deposits, lease termination payments, advance rentals and payments of similar nature and guarantees or other security held by, or issued in favor of, Mortgageor in connection therewith to the extent of Mortgageor's right or interest therein and all remainders, reversions and other rights and estates appurtenant thereto, and all base, fixed, percentage or additional rents, and other rents, oil and gas or other mineral royalties, and bonuses, issues, profits and rebates and refunds or other payments made by any Governmental Authority from or relating to the Premises, the Improvements, the Fixtures or the Equipment plus all rents, common area charges and other payments now existing or hereafter arising, whether paid or accruing before or after the filing by or against Mortgageor of any petition for relief under the Bankruptcy Code (herein, collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(g) all proceeds of any unearned premiums on any insurance policies covering the Premises, the Improvements, the Fixtures, the Rents or the Equipment, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Premises, the Improvements, the Fixtures or the Equipment and all refunds or rebates of Impositions, and interest paid or payable with respect thereto;

(h) all deposit accounts, securities accounts, funds or other accounts maintained or deposited with Lender, or its assigns, in connection herewith, including, without limitation, the Security Deposit Account (to the extent permitted by law), the Engineering Escrow Account, the Central Account, the Basic Carrying Costs Sub-Account, the Basic Carrying Costs Escrow Account, the Debt Service Payment Sub-Account, the Recurring Replacement Reserve Sub-Account, the Recurring Replacement Reserve Escrow Account, the Reletting Reserve Sub-Account, the Reletting Reserve Escrow Account, the Operation and Maintenance Expense Sub-Account, the Operation and Maintenance Expense Escrow Account, the Curtailment Reserve Sub-Account, and all monies and investments deposited or to be deposited in such accounts; (i) all accounts receivable, contract rights, franchises, interests, estate or other claims, both at law and in equity, now existing or hereafter arising, and relating to the Premises, the Improvements, the Fixtures or the Equipment, not included in Rents;

(j) all now existing or hereafter arising claims against any Person with respect to any damage to the Premises, the Improvements, the Fixtures or the Equipment, including, without limitation, damage arising from any defect in or with respect to the design or construc-

tion of the Improvements, the Fixtures or the Equipment and any damage resulting therefrom;

(k) all deposits or other security or advance payments, including rental payments now or hereafter made by or on behalf of Mortgageor to others, with respect to (i) insurance policies, (ii) utility services, (iii) cleaning, maintenance, repair or similar services, (iv) refuse removal or sewer service, (v) parking or similar services or rights and (vi) rental of Equipment, if any, relating to or otherwise used in the operation of the Premises, the Improvements, the Fixtures or the Equipment;

(l) all intangible property now or hereafter relating to the Premises, the Improvements, the Fixtures or the Equipment or its operation, including, without limitation, software, letter of credit rights, trade names, trademarks (including, without limitation, any licenses of or agreements to license trade names or trademarks noAV or hereafter entered into by Mortgageor), logos, building names and goodwill;

(m) all now existing or hereafter arising advertising material, guaranties, warranties, building permits, other permits, licenses, plans and specifications, shop and working drawings, soil tests, appraisals and other documents, materials and/or personal property of any kind now or hereafter existing in or relating to the Premises, the Improvements, the Fixtures, and the Equipment;

(n) all now existing or hereafter arising drawings, designs, plans and specifications prepared by architects, engineers, interior designers, landscape designers and any other consultants or professionals for the design, development, construction, repair and/or improvement of the Property, as amended from time to time;

(o) the right, in the name of and on behalf of Mortgageor, to appear in and defend any now existing or hereafter arising action or proceeding brought with respect to the Premises, the Improvements, the Fixtures or the Equipment as set forth herein and to commence any action or proceeding to protect the interest of Lender in the Premises, the Improvements, the Fixtures or the Equipment as set forth herein;

(p) all agreements, grants of easements and/or rights-of-way, reciprocal easement agreements, permits, declarations of covenants, conditions and restrictions, disposition and development agreements, planned unit development agreements, management or parking agreements, party wall agreements or other instruments affecting the Property and all proceeds or income received with respect thereto; and

(q) all proceeds, products, substitutions and accessions (including claims and demands therefor) of each of the foregoing.

(r) all unearned premiums under insurance policies now or subsequently obtained by Mortgageor relating to the Premises or Improvements and Mortgageor's interest in and to all such insurance policies and all proceeds of any such insurance policies (including title insurance policies) including the right to collect and receive such proceeds, subject to the provisions relating to insurance generally set forth below; and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Premises or Improvements for the taking by eminent domain, condemnation or otherwise, of all or any part of the Premises or any servitude, easement or other right therein; and with respect to the proceeds referred to above, this Security Instrument is a collateral assignment thereof pursuant to Louisiana Revised Statutes 9:5386, et seq., whether such proceeds or any of them now exist or arise in the future, and the Mortgageor does hereby irrevocably make, constitute and appoint the Lender and the agents of the Lender as the true and lawful mandataries and attorneys-in-fact of Mortgageor to carry out and enforce all of the Mortgageor's right, title and interest in and to any or all of the proceeds hereby collaterally assigned. The collateral assignment herein made of the proceeds shall not be construed as imposing upon the Lender any obligations with respect thereto unless and until the Lender shall become the absolute owner thereof and the Mortgageor shall have been wholly dispossessed thereof.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **FORTY-THREE MILLION FIVE HUNDRED NINETY-FIVE THOUSAND FIVE HUNDRED AND XX / 100 (\$43,595,500.00) 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: April 11, 2019
May 09, 2019

ATTORNEY FOR PLAINTIFF:
G.Wogan Bernard
2300 Energy Centre, 1100 Poydras Street
New Orleans, LA 70163-2300
504-585-7000
SCSO-CIV-209-0402

Sheriff's Sale

**SHERIFFS SALE
SHERIFF'S OFFICE
Suit No: (45) 85553-C
Date: Monday, January 28, 2019
BRIAR MEADS CAPITAL TRUST
-SERIES 2
VS
LVP 120 MALLARD LLC
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, DECEMBER 11, 2018, 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, MAY 15, 2019, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

(a) the plot(s), piece(s) or parcel(s) of real property described below (individually and collectively, hereinafter referred to as the "Premises"):

THAT CERTAIN PORTION OF GROUND, situated in the State of Louisiana, Parish of St. Charles, in that part thereof known as James Business Park, and shown on a plan of resubdivision of J.J. Krebs & Sons, Inc., dated April 14, 1983, approved by the St. Charles Parish Planning Commission on June 1, 1983, and registered in COB 298, folio 297 on June 2, 1983, and identified as Lot 15-B, Square 4, and said lot is more particularly described as follows:

Lot 15-B begins 133.13 feet from the near point of curvature of the intersection of the easterly right of way of James Drive West and the southerly right of way of Mallard Street and measures thence along the southerly right of way of Mallard Street North 89 degrees 49 minutes 00 seconds East a distance of 440 feet to a point;

Thence South 00 degrees 11 minutes 00 seconds East, a distance of 200 feet to a point;

Thence North 89 degrees 49 minutes 00 seconds East, a distance of 26.87 feet to a point;

Thence South 00 degrees 11 minutes 00 seconds East, a distance of 129.00 feet to the line common to Lots 15-A and 15-B;

Thence South 89 degrees 49 minutes 00 seconds West along said common line a distance of 466.87 feet to a point;

Thence North 00 degrees 11 minutes 00 seconds West a distance of 329.00 feet to the point of beginning.

Said Lot 15-B is composed of a portion of former Lot 15 and all of Lots 6, 7, 8 and 9, Square 4, James Business Park.

The improvements thereon bear the municipal no. 120 Mallard Street.

(b) (i) all buildings, component parts, foundations, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements of every kind or nature now or hereafter located on the Premises (hereinafter collectively referred to as the "Improvements"); and (ii) to the extent permitted by law, the name or names, if any, as may now or hereafter be used for each Improvement, and the goodwill associated therewith;

(c) all easements, servitudes, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, ditches, ditch rights, reservoirs and reservoir rights, air rights and development rights, lateral support, drainage, gas, oil and mineral rights, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises or the Improvements and the reversion and reversions, remainder and remainders, whether existing or hereafter acquired, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises to the center line thereof and any and all sidewalks, drives, curbs, passageways, streets, spaces and alleys adjacent to or used in connection with the Premises and/or Improvements and all the estates, rights, titles, interests, property, possession, claim and demand whatsoever, both in law and in equity, of Mortgageor of, in and to the Premises and Improvements and every part and parcel thereof, with the appurtenances thereto;

(d) all machinery, equipment, fittings, apparatus, appliances, furniture, furnishings, tools, fixtures (including, but not limited to, all heating, air conditioning, ventilating, waste disposal, sprinkler and fire and theft protection equipment, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever owned by Mortgageor, or in which Mortgageor has or shall have an interest, now or hereafter located upon, or in, and located on the Premises or the Improvements, or appurtenant thereto, and all building equipment, materials and supplies of any nature whatsoever owned by Mortgageor, or in which Mortgageor has or shall have an interest, now or hereafter located upon, or in the Premises or the Improvements or appurtenant thereto (hereinafter, all of the foregoing items described in this paragraph (d), along with all replacement and additional items installed as contemplated in Section 8.01(e), are collectively called the "Equipment"), all of which, and any replacements, modifications, alterations and additions thereto, to the

extent permitted by applicable law, shall be deemed to constitute fixtures (herein, collectively, the "Fixtures"), and are part of the real estate and security for the payment of the Debt and the performance of Mortgageor's obligations. To the extent any portion of the Equipment is not real property or Fixtures under applicable law, it shall be deemed to be personal property, and this Security Instrument shall constitute a security agreement creating a security interest therein in favor of Lender under the UCC;

(e) all awards or payments, including interest thereon, which may hereafter be made with respect to the Premises, the Improvements, the Fixtures, or the Equipment, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of said right), or for a change of grade, or for any other injury to or decrease in the value of the Premises, the Improvements or the Equipment or refunds with respect to the payment of property taxes and assessments, and all other proceeds of the conversion, voluntary or involuntary, of the Premises, Improvements, Equipment, Fixtures or any other Property or part thereof into cash or liquidated claims;

(f) all leases, tenancies, licenses and other agreements affecting the use, enjoyment or occupancy of the Premises, the Improvements, the Fixtures, or the Equipment or any portion thereof now or hereafter entered into, whether before or after the filing by or against Mortgageor of any petition for relief under the Bankruptcy Code and all reciprocal easement agreements and license agreements (hereinafter collectively referred to as the "Leases"), together with all cash or security deposits, lease termination payments, advance rentals and payments of similar nature and guarantees or other security held by, or issued in favor of, Mortgageor in connection therewith to the extent of Mortgageor's right or interest therein and all remainders, reversions and other rights and estates appurtenant thereto, and all base, fixed, percentage or additional rents, and other rents, oil and gas or other mineral royalties, and bonuses, issues, profits and rebates and refunds or other payments made by any Governmental Authority from or relating to the Premises, the Improvements, the Fixtures or the Equipment plus all rents, common area charges and other payments now existing or hereafter arising, whether paid or accruing before or after the filing by or against Mortgageor of any petition for relief under the Bankruptcy Code (herein, collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(g) all proceeds of any unearned premiums on any insurance policies covering the Premises, the Improvements, the Fixtures, the Rents or the Equipment, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Premises, the Improvements, the Fixtures or the Equipment and all refunds or rebates of Impositions, and interest paid or payable with respect thereto;

(h) all deposit accounts, securities accounts, funds or other accounts maintained or deposited with Lender, or its assigns, in connection herewith, including, without limitation, the Security Deposit Account (to the extent permitted by law), the Engineering Escrow Account, the Central Account, the Basic Carrying Costs Sub-Account, the Basic Carrying Costs Escrow Account, the Debt Service Payment Sub-Account, the Recurring Replacement Reserve Sub-Account, the Recurring Replacement Reserve Escrow Account, the Reletting Reserve Sub-Account, the Reletting Reserve Escrow Account, the Operation and Maintenance Expense Sub-Account, the Operation and Maintenance Expense Escrow Account, the Curtailment Reserve Sub-Account, the Curtailment-Reserve Sub-Account, and all monies and investments deposited or to be deposited in such accounts; (i) all accounts receivable, contract rights, franchises, interests, estate or other claims, both at law and in equity, now existing or hereafter arising, and relating to the Premises, the Improvements, the Fixtures or the Equipment, not included in Rents;

(j) all now existing or hereafter arising claims against any Person with respect to any damage to the Premises, the Improvements, the Fixtures or the Equipment, including, without limitation, damage arising from any defect in or with respect to the design or construction of the Improvements, the Fixtures or the Equipment and any damage resulting therefrom;

(k) all deposits or other security or advance payments, including rental payments now or hereafter made by or on behalf of Mortgageor to others, with respect to (i) insurance policies, (ii) utility services, (iii) cleaning, maintenance, repair or similar services, (iv) refuse removal or sewer service, (v) parking or similar services or rights and (vi) rental of Equipment, if any, relating to or otherwise used in the operation of the Premises, the Improvements, the Fixtures or the Equipment;

(l) all intangible property now or hereafter relating to the Premises, the Improvements, the Fixtures or the Equipment or its operation, including, without limitation, software, letter of credit rights, trade names, trademarks (including, without limitation, any licenses of or agreements to license trade names or trademarks noAV or hereafter entered into by Mortgageor), logos,

building names and goodwill; (m) all now existing or hereafter arising advertising material, guaranties, warranties, building permits, other permits, licenses, plans and specifications, shop and working drawings, soil tests, appraisals and other documents, materials and/or personal property of any kind now or hereafter existing in or relating to the Premises, the Improvements, the Fixtures, and the Equipment;

(n) all now existing or hereafter arising drawings, designs, plans and specifications prepared by architects, engineers, interior designers, landscape designers and any other consultants or professionals for the design, development, construction, repair and/or improvement of the Property, as amended from time to time;

(o) the right, in the name of and on behalf of Mortgageor, to appear in and defend any now existing or hereafter arising action or proceeding brought with respect to the Premises, the Improvements, the Fixtures or the Equipment as set forth herein and to commence any action or proceeding to protect the interest of Lender in the Premises, the Improvements, the Fixtures or the Equipment as set forth herein;

(p) all agreements, grants of easements and/or rights-of-way, reciprocal easement agreements, permits, declarations of covenants, conditions and restrictions, disposition and development agreements, planned unit development agreements, management or parking agreements, party wall agreements or other instruments affecting the Property and all proceeds or income received with respect thereto; and

(q) all proceeds, products, substitutions and accessions (including claims and demands therefor) of each of the foregoing.

(r) all unearned premiums under insurance policies now or subsequently obtained by Mortgageor relating to the Premises or Improvements and Mortgageor's interest in and to all such insurance policies and all proceeds of any such insurance policies (including title insurance policies) including the right to collect and receive such proceeds, subject to the provisions relating to insurance generally set forth below; and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Premises or Improvements for the taking by eminent domain, condemnation or otherwise, of all or any part of the Premises or any servitude, easement or other right therein; and with respect to the proceeds referred to above, this Security Instrument is a collateral assignment thereof pursuant to Louisiana Revised Statutes 9:5386, et seq., whether such proceeds or any of them now exist or arise in the future, and the Mortgageor does hereby irrevocably make, constitute and appoint the Lender and the agents of the Lender as the true and lawful mandataries and attorneys-in-fact of Mortgageor to carry out and enforce all of the Mortgageor's right, title and interest in and to any or all of the proceeds hereby collaterally assigned. The collateral assignment herein made of the proceeds shall not be construed as imposing upon the Lender any obligations with respect thereto unless and until the Lender shall become the absolute owner thereof and the Mortgageor shall have been wholly dispossessed thereof. And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **FORTY MILLION SIX HUNDRED SIXTY-NINE THOUSAND SIX HUNDRED EIGHTY-EIGHT AND XX / 100 (\$40,669,688.00) 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: April 11, 2019
May 09, 2019

ATTORNEY FOR PLAINTIFF:
G.Wogan Bernard
2300 Energy Centre, 1100 Poydras Street
New Orleans, LA 70163-2300
504-585-7000
SCSO-CIV-209-0402

Sheriff's Sale

**SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 85556-D
Date: Tuesday, January 29, 2019
BRIAR MEADS CAPITAL TRUST
-SERIES 2
VS
LVP 150 CANVASBACK LLC
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, DECEMBER 18, 2018, 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, MAY 15, 2019, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

(a) the plot(s), piece(s) or parcel(s) of real property described below (individually and collectively, hereinafter referred to as the "Premises"); THAT CERTAIN PORTION OF GROUND, situated in the Parish of St. Charles, State of Louisiana, in that part thereof known as James Business Park Extension No. 2 in Square No. 11 thereof, bounded by James Drive East, Pintail Street, James West and Canvasback Drive, designated as Lot 10-A, according to a resubdivision plan made by J.J. Krebs & Sons, Inc., dated December 9, 1986, approved by St. Charles Parish Planning Director April 10, 1987, recorded at Entry No. 127655, COB 371, folio 8 on April 23, 1987, and which lot is described as follows: Begin at the intersection of the westerly right of way of James Drive East and the southerly right of way of Canvasback Drive, the point of curvature on James Drive East; Thence South 00 degrees 11 minutes 00 seconds East, a distance of 329.53 feet to a point; Thence South 89 degrees 49 minutes 00 seconds West, a distance of 325.00 feet to a point; Thence North 00 degrees 11 minutes 00 seconds West a distance of 354.53 feet to a point on the southerly right of way of Canvasback Drive; Thence along said right of way North 89 degrees 49 minutes 00 seconds East a distance of 300.00 feet to a point of curve; Thence along a curve to the right having a radius of 25.00 feet, a distance of 39.27 feet to the Point of Beginning. Improvements thereon bear Municipal Number 150 Canvasback Drive. Together with those certain servitudes established as follows: 1. COB 366, folio 626 — Servitude by Destination of Owner as established by St. Charles Three, Limited Partnership, by act before Frank J. Stich, Jr., N.P., dated January 13, 1987, filed January 14, 1987, under Entry No. 125464, as shown on the Lot 10-A Survey. (the "Insured Servitudes") (b) (i) all buildings, component parts, foundations, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements of every kind or nature now or hereafter located on the Premises (hereinafter collectively referred to as the "Improvements"); and (ii) to the extent permitted by law, the name or names, if any, as may now or hereafter be used for each Improvement, and the goodwill associated therewith; (c) all easements, servitudes, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, ditches, ditch rights, reservoirs and reservoir rights, air rights and development rights, lateral support, drainage, gas, oil and mineral rights, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises or the Improvements and the reversion and reversions, remainder and remainders, whether existing or hereafter acquired, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises to the center line thereof and any and all sidewalks, drives, curbs, passageways, streets, spaces and alleys adjacent to or used in connection with the Premises and/or Improvements and all the estates, rights, titles, interests, property, possession, claim and demand whatsoever, both in law and in equity, of Mortgage of, in and to the Premises and Improvements and every part and parcel thereof, with the appurtenances thereto; (d) all machinery, equipment, fittings, apparatus, appliances, furniture, furnishings, tools, fixtures (including, but not limited to, all heating, air conditioning, ventilating, waste disposal, sprinkler and fire and theft protection equipment, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever owned by Mortgageor, or in which Mortgageor has or shall have an interest, now or hereafter located upon, or in, and located on the Premises or the Improvements, or appurtenant thereto, and all building equipment, materials and supplies of any nature whatsoever owned by Mortgageor, or in which Mortgageor has or shall have an interest, now or hereafter located upon, or in the Premises or the Improvements or appurtenant thereto (hereinafter, all of the foregoing items described in this paragraph (d), along with all replacement and additional items installed as contemplated in Section 8.01(e), are collectively called the "Equipment"), all of which, and any replacements, modifications, alterations and additions thereto, to the extent permitted by applicable law, shall be deemed to constitute fixtures (herein, collectively, the "Fixtures"), and are part of the real estate and security for the payment of the Debt and the performance of Mortgageor's obligations. To the extent any portion of the Equipment is not real property or Fixtures under applicable law, it shall be deemed to be personal property, and this Security Instrument shall constitute a security agreement creating a security interest therein in favor of Lender under the UCC; (e) all awards or payments, including interest thereon, which may hereafter be made with respect to the Premises, the Improvements, the Fixtures, or the Equipment, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of said right), or for a change of grade, or for any other injury to or decrease in the value of the Premises, the Improvements or the Equipment or

refunds with respect to the payment of property taxes and assessments, and all other proceeds of the conversion, voluntary or involuntary, of the Premises, Improvements, Equipment, Fixtures or any other Property or part thereof into cash or liquidated claims; (f) all leases, tenancies, licenses and other agreements affecting the use, enjoyment or occupancy of the Premises, the Improvements, the Fixtures, or the Equipment or any portion thereof now or hereafter entered into, whether before or after the filing by or against Mortgageor of any petition for relief under the Bankruptcy Code and all reciprocal easement agreements and license agreements (hereinafter collectively referred to as the "Leases"), together with all cash or security deposits, lease termination payments, advance rentals and payments of similar nature and guarantees or other security held by, or issued in favor of, Mortgageor in connection therewith to the extent of Mortgageor's right or interest therein and all remainders, reversions and other rights and estates appurtenant thereto, and all base, fixed, percentage or additional rents, and other rents, oil and gas or other mineral royalties, and bonuses, issues, profits and rebates and refunds or other payments made by any Governmental Authority from or relating to the Premises, the Improvements, the Fixtures or the Equipment plus all rents, common area charges and other payments now existing or hereafter arising, whether paid or accruing before or after the filing by or against Mortgageor of any petition for relief under the Bankruptcy Code (herein, collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt; (g) all proceeds of and any unearned premiums on any insurance policies covering the Premises, the Improvements, the Fixtures, the Rents or the Equipment, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Premises, the Improvements, the Fixtures or the Equipment and all refunds or rebates of Impositions, and interest paid or payable with respect thereto; (h) all deposit accounts, securities accounts, funds or other accounts maintained or deposited with Lender, or its assigns, in connection herewith, including, without limitation, the Security Deposit Account (to the extent permitted by law), the Engineering Escrow Account, the Central Account, the Basic Carrying Costs Sub-Account, the Debt Service Payment Sub-Account, the Recurring Replacement Reserve Sub-Account, the Recurring Replacement Reserve Escrow Account, the Reletting Reserve Sub-Account, the Reletting Reserve Escrow Account, the Operation and Maintenance Expense Sub-Account, the Operation and Maintenance Expense Escrow Account, the Curtailment Reserve Escrow Account, the Curtailment-Reserve Sub-Account, and all monies and investments deposited or to be deposited in such accounts; (i) all accounts receivable, contract rights, franchises, interests, estate or other claims, both at law and in equity, now existing or hereafter arising, and relating to the Premises, the Improvements, the Fixtures or the Equipment, not included in Rents; (j) all now existing or hereafter arising claims against any Person with respect to any damage to the Premises, the Improvements, the Fixtures or the Equipment, including, without limitation, damage arising from any defect in or with respect to the design or construction of the Improvements, the Fixtures or the Equipment and any damage resulting therefrom; (k) all deposits or other security or advance payments, including rental payments now or hereafter made by or on behalf of Mortgageor to others, with respect to (i) insurance policies, (ii) utility services, (iii) cleaning, maintenance, repair or similar services, (iv) refuse removal or sewer service, (v) parking or similar services or rights and (vi) rental of Equipment, if any, relating to or otherwise used in the operation of the Premises, the Improvements, the Fixtures or the Equipment; (l) all intangible property now or hereafter relating to the Premises, the Improvements, the Fixtures or the Equipment or its operation, including, without limitation, software, letter of credit rights, trade names, trademarks (including, without limitation, any licenses of or agreements to license trade names or trademarks noAV or hereafter entered into by Mortgageor), logos, building names and goodwill; (m) all now existing or hereafter arising advertising material, guaranties, warranties, building permits, other permits, licenses, plans and specifications, shop and working drawings, soil tests, appraisals and other documents, materials and/or personal property of any kind now or hereafter existing in or relating to the Premises, the Improvements, the Fixtures, and the Equipment; (n) all now existing or hereafter arising drawings, designs, plans and specifications prepared by architects, engineers, interior designers, landscape designers and any other consultants or professionals for the design, development, construction, repair and/or improvement of the Property, as amended from time to time; (o) the right, in the name of and on behalf of Mortgageor, to appear in and defend any now existing or hereafter arising action or proceeding brought with respect to the Premises, the Improve-

ments, the Fixtures or the Equipment as set forth herein and to commence any action or proceeding to protect the interest of Lender in the Premises, the Improvements, the Fixtures or the Equipment as set forth herein; (p) all agreements, grants of easements and/or rights-of-way, reciprocal easement agreements, permits, declarations of covenants, conditions and restrictions, disposition and development agreements, planned unit development agreements, management or parking agreements, party wall agreements or other instruments affecting the Property and all proceeds or income received with respect thereto; and (q) all proceeds, products, substitutions and accessions (including claims and demands therefor) of each of the foregoing. (r) all unearned premiums under insurance policies now or subsequently obtained by Mortgageor relating to the Premises or Improvements and Mortgageor's interest in and to all such insurance policies and all proceeds of any such insurance policies (including title insurance policies) including the right to collect and receive such proceeds, subject to the provisions relating to insurance generally set forth below; and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Premises or Improvements for the taking by eminent domain, condemnation or otherwise, of all or any part of the Premises or any servitude, easement or other right therein; and with respect to the proceeds referred to above, this Security Instrument is a collateral assignment thereof pursuant to Louisiana Revised Statutes 9:5386, et seq., whether such proceeds or any of them now exist or arise in the future, and the Mortgageor does hereby irrevocably make, constitute and appoint the Lender and the agents of the Lender as the true and lawful mandataries and attorneys-in-fact of Mortgageor to carry out and enforce all of the Mortgageor's right, title and interest in and to any or all of the proceeds hereby collaterally assigned. The collateral assignment herein made of the proceeds shall not be construed as imposing upon the Lender any obligations with respect thereto unless and until the Lender shall become the absolute owner thereof and the Mortgageor shall have been wholly dispossessed thereof. And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of FORTY MILLION SIX HUNDRED SIXTY-NINE THOUSAND SIX HUNDRED EIGHTY-EIGHT AND XX / 100 (\$40,669,688.00) 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: April 11, 2019 May 09, 2019 ATTORNEY FOR PLAINTIFF: G.Wogan Bernard 2300 Energy Centre, 1100 Poydras Street New Orleans, LA 70163-2300 504-585-7000 SCSO-CIV-209-0402**

Sheriff's Sale

SHERIFFS SALE
SHERIFFS OFFICE
Suit No: (45) 85558-C
Date: Tuesday, January 29, 2019
BRIAR MEADS CAPITAL TRUST
- SERIES 2
VS
IVP 107 MALLARD LLC
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, DECEMBER 11, 2018, 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, MAY 15, 2019, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

(a) the plot(s), piece(s) or parcel(s) of real property described below (individually and collectively, hereinafter referred to as the "Premises"); THAT CERTAIN PORTION OF GROUND, situated in the State of Louisiana, Parish of St. Charles, in that part thereof known as James Business Park, in accordance with a plan of resubdivision prepared by J. J. Krebs & Sons, Inc., dated June 13, 1978, last revised August 14, 1979, approved under St. Charles Parish Policy Jury Ordinance No. 66-3-544 and registered in COB 234, folio 490 on October 2, 1979, and identified as Lots 1, 2, and 3, Square 5, and said lots are more particularly described as follows: Begin at a near point of curvature at the northeast intersection of Mallard Street and James Drive West; thence along the east right of way of James Drive West North 00 degrees 11 minutes 00 seconds West a distance of 175.00 feet to a point; Thence North 89 degrees 49 minutes

00 seconds East a distance of 325.00 feet to a point on the line common to Lots 3 and 4; Thence South 00 degrees 11 minutes 00 seconds East a distance of 200.00 feet to the northerly right of way of Mallard Street; Thence along said right of way South 89 degrees 49 minutes 00 seconds West a distance of 300 feet to a point on a curve to the right at the northeast intersection of Mallard Street and James Drive West; Thence along said curve, having a radius of 25.00 feet a distance of 39.27 feet to the point of beginning. The improvements thereon bear the municipal no. 107 Mallard Street. Together with those servitudes benefiting the land and established as follows: 1. COB 305, folio 4 — Destination of the Owner with Respect to Driveway, dated October 20, 1983 and establishing non-exclusive driveway servitudes across Lots 1 through 18, Square 5, filed October 20, 1983. 2. COB 305, folio 8 — Destination of the Owner with Respect to Non-Exclusive Parking Areas dated October 20, 1983, and establishing non-exclusive parking areas across Lots 1 through 18, Square 5, filed October 20, 1983. 3. COB 507, folio 148 — Supplement to Act of Destination by T.L. James & Company, Inc., dated April 9, 1996. (the "Insured Servitudes") (b) (i) all buildings, component parts, foundations, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements of every kind or nature now or hereafter located on the Premises (hereinafter collectively referred to as the "Improvements"); and (ii) to the extent permitted by law, the name or names, if any, as may now or hereafter be used for each Improvement, and the goodwill associated therewith; (c) all easements, servitudes, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, ditches, ditch rights, reservoirs and reservoir rights, air rights and development rights, lateral support, drainage, gas, oil and mineral rights, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises or the Improvements and the reversion and reversions, remainder and remainders, whether existing or hereafter acquired, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises to the center line thereof and any and all sidewalks, drives, curbs, passageways, streets, spaces and alleys adjacent to or used in connection with the Premises and/or Improvements and all the estates, rights, titles, interests, property, possession, claim and demand whatsoever, both in law and in equity, of Mortgageor of, in and to the Premises and Improvements and every part and parcel thereof, with the appurtenances thereto; (d) all machinery, equipment, fittings, apparatus, appliances, furniture, furnishings, tools, fixtures (including, but not limited to, all heating, air conditioning, ventilating, waste disposal, sprinkler and fire and theft protection equipment, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever owned by Mortgageor, or in which Mortgageor has or shall have an interest, now or hereafter located upon, or in, and located on the Premises or the Improvements, or appurtenant thereto, and all building equipment, materials and supplies of any nature whatsoever owned by Mortgageor, or in which Mortgageor has or shall have an interest, now or hereafter located upon, or in the Premises or the Improvements or appurtenant thereto (hereinafter, all of the foregoing items described in this paragraph (d), along with all replacement and additional items installed as contemplated in Section 8.01(e), are collectively called the "Equipment"), all of which, and any replacements, modifications, alterations and additions thereto, to the extent permitted by applicable law, shall be deemed to constitute fixtures (herein, collectively, the "Fixtures"), and are part of the real estate and security for the payment of the Debt and the performance of Mortgageor's obligations. To the extent any portion of the Equipment is not real property or Fixtures under applicable law, it shall be deemed to be personal property, and this Security Instrument shall constitute a security agreement creating a security interest therein in favor of Lender under the UCC; (e) all awards or payments, including interest thereon, which may hereafter be made with respect to the Premises, the Improvements, the Fixtures, or the Equipment, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of said right), or for a change of grade, or for any other injury to or decrease in the value of the Premises, the Improvements or the Equipment or refunds with respect to the payment of property taxes and assessments, and all other proceeds of the conversion, voluntary or involuntary, of the Premises, Improvements, Equipment, Fixtures or any other Property or part thereof into cash or liquidated claims; (f) all leases, tenancies, licenses and other agreements affecting the use, enjoyment or occupancy of the Premises, the Improvements, the Fixtures, or the Equipment or any portion thereof now or hereafter entered into, whether before or after the filing by or against Mortgageor of any petition for relief under the Bankruptcy Code and all reciprocal easement agreements and license agreements (hereinafter col-

lectively referred to as the "Leases"), together with all cash or security deposits, lease termination payments, advance rentals and payments of similar nature and guarantees or other security held by, or issued in favor of, Mortgageor in connection therewith to the extent of Mortgageor's right or interest therein and all remainders, reversions and other rights and estates appurtenant thereto, and all base, fixed, percentage or additional rents, and other rents, oil and gas or other mineral royalties, and bonuses, issues, profits and rebates and refunds or other payments made by any Governmental Authority from or relating to the Premises, the Improvements, the Fixtures or the Equipment plus all rents, common area charges and other payments now existing or hereafter arising, whether paid or accruing before or after the filing by or against Mortgageor of any petition for relief under the Bankruptcy Code (herein, collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt; (g) all proceeds of and any unearned premiums on any insurance policies covering the Premises, the Improvements, the Fixtures, the Rents or the Equipment, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Premises, the Improvements, the Fixtures or the Equipment and all refunds or rebates of Impositions, and interest paid or payable with respect thereto; (h) all deposit accounts, securities accounts, funds or other accounts maintained or deposited with Lender, or its assigns, in connection herewith, including, without limitation, the Security Deposit Account (to the extent permitted by law), the Engineering Escrow Account, the Central Account, the Basic Carrying Costs Sub-Account, the Basic Carrying Costs Escrow Account, the Debt Service Payment Sub-Account, the Recurring Replacement Reserve Sub-Account, the Recurring Replacement Reserve Escrow Account, the Reletting Reserve Sub-Account, the Reletting Reserve Escrow Account, the Operation and Maintenance Expense Sub-Account, the Operation and Maintenance Expense Escrow Account, the Curtailment Reserve Escrow Account, the Curtailment-Reserve Sub-Account, and all monies and investments deposited or to be deposited in such accounts; (i) all accounts receivable, contract rights, franchises, interests, estate or other claims, both at law and in equity, now existing or hereafter arising, and relating to the Premises, the Improvements, the Fixtures or the Equipment, not included in Rents; (j) all now existing or hereafter arising claims against any Person with respect to any damage to the Premises, the Improvements, the Fixtures or the Equipment, including, without limitation, damage arising from any defect in or with respect to the design or construction of the Improvements, the Fixtures or the Equipment and any damage resulting therefrom; (k) all deposits or other security or advance payments, including rental payments now or hereafter made by or on behalf of Mortgageor to others, with respect to (i) insurance policies, (ii) utility services, (iii) cleaning, maintenance, repair or similar services, (iv) refuse removal or sewer service, (v) parking or similar services or rights and (vi) rental of Equipment, if any, relating to or otherwise used in the operation of the Premises, the Improvements, the Fixtures or the Equipment; (l) all intangible property now or hereafter relating to the Premises, the Improvements, the Fixtures or the Equipment or its operation, including, without limitation, software, letter of credit rights, trade names, trademarks (including, without limitation, any licenses of or agreements to license trade names or trademarks noAV or hereafter entered into by Mortgageor), logos, building names and goodwill; (m) all now existing or hereafter arising advertising material, guaranties, warranties, building permits, other permits, licenses, plans and specifications, shop and working drawings, soil tests, appraisals and other documents, materials and/or personal property of any kind now or hereafter existing in or relating to the Premises, the Improvements, the Fixtures, and the Equipment; (n) all now existing or hereafter arising drawings, designs, plans and specifications prepared by architects, engineers, interior designers, landscape designers and any other consultants or professionals for the design, development, construction, repair and/or improvement of the Property, as amended from time to time; (o) the right, in the name of and on behalf of Mortgageor, to appear in and defend any now existing or hereafter arising action or proceeding brought with respect to the Premises, the Improvements, the Fixtures or the Equipment as set forth herein; (p) all agreements, grants of easements and/or rights-of-way, reciprocal easement agreements, permits, declarations of covenants, conditions and restrictions, disposition and development agreements, planned unit development agreements, management or parking agreements, party wall agreements or other instruments affecting the Property and all proceeds or income received with respect thereto; and (q) all proceeds, products, substitutions

and accessions (including claims and demands therefor) of each of the foregoing. (r) all unearned premiums under insurance policies now or subsequently obtained by Mortgageor relating to the Premises or Improvements and Mortgageor's interest in and to all such insurance policies and all proceeds of any such insurance policies (including title insurance policies) including the right to collect and receive such proceeds, subject to the provisions relating to insurance generally set forth below; and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Premises or Improvements for the taking by eminent domain, condemnation or otherwise, of all or any part of the Premises or any servitude, easement or other right therein; and with respect to the proceeds referred to above, this Security Instrument is a collateral assignment thereof pursuant to Louisiana Revised Statutes 9:5386, et seq., whether such proceeds or any of them now exist or arise in the future, and the Mortgageor does hereby irrevocably make, constitute and appoint the Lender and the agents of the Lender as the true and lawful mandataries and attorneys-in-fact of Mortgageor to carry out and enforce all of the Mortgageor's right, title and interest in and to any or all of the proceeds hereby collaterally assigned. The collateral assignment herein made of the proceeds shall not be construed as imposing upon the Lender any obligations with respect thereto unless and until the Lender shall become the absolute owner thereof and the Mortgageor shall have been wholly dispossessed thereof. And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: FORTY MILLION SIX HUNDRED SIXTY-NINE THOUSAND SIX HUNDRED EIGHTY-EIGHT AND XX / 100 (\$40,669,688.00) 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: April 11, 2019 May 09, 2019 ATTORNEY FOR PLAINTIFF: G.Wogan Bernard 2300 Energy Centre, 1100 Poydras Street New Orleans, LA 70163-2300 504-585-7000 SCSO-CIV-209-0402**

Sheriff's Sale

SHERIFFS SALE
SHERIFFS OFFICE
Suit No: (45) 85562-D
Date: Tuesday, January 29, 2019
BRIAR MEADS CAPITAL TRUST
- SERIES 2
VS
IVP 143 MALLARD LLC
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, DECEMBER 18, 2018, 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, MAY 15, 2019, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

(a) the plot(s), piece(s) or parcel(s) of real property described below (individually and collectively, hereinafter referred to as the "Premises"); THAT CERTAIN PORTION OF "GROUND, situated in the State of Louisiana, Parish of St. Charles, in that part thereof known as James Business Park, in accordance with a plan of resubdivision prepared by J. J. Krebs & Sons, Inc., dated June 13, 1978, last revised August 14, 1979, approved under St. Charles Parish Police Jury Ordinance No. 66-3-544 and registered in COB 234, folio 490 on October 2, 1979, and identified as Lots 7, 8 and 9, Square 5, and said lots are more particularly described as follows: Begin at the northwest intersection of James Drive East and Mallard Street, a near point of curvature on Mallard Street; Thence along the northerly right of way of Mallard Street South 89 degrees 49 minutes 00 West a distance of 300.00 feet to a point on the line common to Lots 6 and 7; Thence along said line North 00 degrees 11 minutes 00 seconds West a distance of 200.00 feet to a point; Thence North 89 degrees 49 minutes 00 seconds East a distance of 325.00 feet to a point on the westerly right of way of James Drive East; Thence along said right of way South 00 degrees 11 minutes 00 seconds East a distance of 175.00 feet to a point of curve; Thence along the arc of a curve to the right having a radius of 25.00 feet a distance of 39.27 feet to the point of beginning. The improvements thereon bear municipal no. 143 Mallard Street.

1. COB 305, folio 4 — Destination of the Owner with Respect to Driveway, dated October 20, 1983, and establishing non-exclusive driveway servitudes across Lots 1 through 18, Square 5, filed October 20, 1983.

2. COB 305, folio 8 — Destination of the Owner with Respect to Non-Exclusive Parking Areas dated October 20, 1983, and establishing non-exclusive parking areas across Lots 1 through 18, Square 5, filed October 20, 1983.

3. COB 507, folio 148 — Supplement to Act of Destination by T.L. James & Company, Inc., dated April 9, 1996. (the "Insured Servitudes")

(b) (i) all buildings, component parts, foundations, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements of every kind or nature now or hereafter located on the Premises (hereinafter collectively referred to as the "Improvements"); and (ii) to the extent permitted by law, the name or names, if any, as may now or hereafter be used for each Improvement, and the goodwill associated therewith;

(c) all easements, servitudes, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, ditches, ditch rights, reservoirs and reservoir rights, air rights and development rights, lateral support, drainage, gas, oil and mineral rights, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises or the Improvements and the reversion and reversions, remainder and remainders, whether existing or hereafter acquired, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises to the center line thereof and any and all sidewalks, drives, curbs, passageways, streets, spaces and alleys adjacent to or used in connection with the Premises and/or Improvements and all the estates, rights, titles, interests, property, possession, claim and demand whatsoever, both in law and in equity, of Mortgagor of, in and to the Premises and Improvements and every part and parcel thereof, with the appurtenances thereto;

(d) all machinery, equipment, fittings, apparatus, appliances, furniture, furnishings, tools, fixtures (including, but not limited to, all heating, air conditioning, ventilating, waste disposal, sprinkler and fire and theft protection equipment, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon, or in, and located on the Premises or the Improvements, or appurtenant thereto, and all building equipment, materials and supplies of any nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon, or in the Premises or the Improvements or appurtenant thereto (hereinafter, all of the foregoing items described in this paragraph (d), along with all replacement and additional items installed as contemplated in Section 8.01(e), are collectively called the "Equipment"), all of which, and any replacements, modifications, alterations and additions thereto, to the extent permitted by applicable law, shall be deemed to constitute fixtures (herein, collectively, the "Fixtures"), and are part of the real estate and security for the payment of the Debt and the performance of Mortgagor's obligations. To the extent any portion of the Equipment is not real property or Fixtures under applicable law, it shall be deemed to be personal property; and this Security Instrument shall constitute a security agreement creating a security interest therein in favor of Lender under the UCC;

(e) all awards or payments, including interest thereon, which may hereafter be made with respect to the Premises, the Improvements, the Fixtures, or the Equipment, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of said right), or for a change of grade, or for any other injury to or decrease in the value of the Premises, the Improvements or the Equipment or refunds with respect to the payment of property taxes and assessments, and all other proceeds of the conversion, voluntary or involuntary, of the Premises, Improvements, Equipment, Fixtures or any other Property or part thereof into cash or liquidated claims;

(f) all leases, tenancies, licenses and other agreements affecting the use, enjoyment or occupancy of the Premises, the Improvements, the Fixtures, or the Equipment or any portion thereof now or hereafter entered into, whether before or after the filing by or against Mortgagor of any petition for relief under the Bankruptcy Code and all reciprocal easement agreements and license agreements (hereinafter collectively referred to as the "Leases"), together with all cash or security deposits, lease termination payments, advance rentals and payments of similar nature and guarantees or other security held by, or issued in favor of, Mortgagor in connection therewith to the extent of Mortgagor's right or interest therein and all remainders, reversions and other rights and estates appurtenant thereto, and all base, fixed, percentage or additional rents, and other rents, oil and gas or other mineral royalties, and bonuses, issues, profits and rebates and refunds or other payments made by any Governmental Authority from or relating to the Premises, the Improvements, the Fixtures or the Equipment plus all rents, common area charges and other pay-

ments now existing or hereafter arising, whether paid or accruing before or after the filing by or against Mortgagor of any petition for relief under the Bankruptcy Code (herein, collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(g) all proceeds of and any unearned premiums on any insurance policies covering the Premises, the Improvements, the Fixtures, the Rents or the Equipment, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Premises, the Improvements, the Fixtures or the Equipment and all refunds or rebates of Impositions, and interest paid or payable with respect thereto;

(h) all deposit accounts, securities accounts, funds or other accounts maintained or deposited with Lender, or its assigns, in connection herewith, including, without limitation, the Security Deposit Account (to the extent permitted by law), the Engineering Escrow Account, the Central Account, the Basic Carrying Costs Sub-Account, the Basic Carrying Costs Escrow Account, the Debt Service Payment Sub-Account, the Recurring Replacement Reserve Sub-Account, the Recurring Replacement Reserve Escrow Account, the Reletting Reserve Sub-Account, the Reletting Reserve Escrow Account, the Operation and Maintenance Expense Sub-Account, the Operation and Maintenance Expense Escrow Account, the Curtailment Reserve Escrow Account, the Curtailment-Reserve Sub-Account, and all monies and investments deposited or to be deposited in such accounts;

(i) all accounts receivable, contract rights, franchises, interests, estate or other claims, both at law and in equity, now existing or hereafter arising, and relating to the Premises, the Improvements, the Fixtures or the Equipment, not included in Rents;

(j) all now existing or hereafter arising claims against any Person with respect to any damage to the Premises, the Improvements, the Fixtures or the Equipment, including, without limitation, damage arising from any defect in or with respect to the design or construction of the Improvements, the Fixtures or the Equipment and any damage resulting therefrom;

(k) all deposits or other security or advance payments, including rental payments now or hereafter made by or on behalf of Mortgagor to others, with respect to (i) insurance policies, (ii) utility services, (iii) cleaning, maintenance, repair or similar services, (iv) refuse removal or sewer service, (v) parking or similar services or rights and (vi) rental of Equipment, if any, relating to or otherwise used in the operation of the Premises, the Improvements, the Fixtures or the Equipment;

(l) all intangible property now or hereafter relating to the Premises, the Improvements, the Fixtures or the Equipment or its operation, including, without limitation, software, letter of credit rights, trade names, trademarks (including, without limitation, any licenses of or agreements to license trade names or trademarks noAV or hereafter entered into by Mortgagor), logos, building names and goodwill;

(m) all now existing or hereafter arising advertising material, guaranties, warranties, building permits, other permits, licenses, plans and specifications, shop and working drawings, soil tests, appraisals and other documents, materials and/or personal property of any kind now or hereafter existing in or relating to the Premises, the Improvements, the Fixtures, and the Equipment;

(n) all now existing or hereafter arising drawings, designs, plans and specifications prepared by architects, engineers, interior designers, landscape designers and any other consultants or professionals for the design, development, construction, repair and/or improvement of the Property, as amended from time to time;

(o) the right, in the name of and on behalf of Mortgagor, to appear in and defend any now existing or hereafter arising action or proceeding brought with respect to the Premises, the Improvements, the Fixtures or the Equipment as set forth herein and to commence any action or proceeding to protect the interest of Lender in the Premises, the Improvements, the Fixtures or the Equipment as set forth herein;

(p) all agreements, grants of easements and/or rights-of-way, reciprocal easement agreements, permits, declarations of covenants, conditions and restrictions, disposition and development agreements, planned unit development agreements, management or parking agreements, party wall agreements or other instruments affecting the Property and all proceeds or income received with respect thereto; and

(q) all proceeds, products, substitutions and accessions (including claims and demands therefor) of each of the foregoing;

(r) all unearned premiums under insurance policies now or subsequently obtained by Mortgagor relating to the Premises or Improvements and Mortgagor's interest in and to all such insurance policies and all proceeds of any such insurance policies (including title insurance policies) including the right to collect and receive such proceeds, subject to the provisions relating to insurance generally set forth below; and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Premises or Im-

provements for the taking by eminent domain, condemnation or otherwise, of all or any part of the Premises or any servitude, easement or other right therein; and with respect to the proceeds referred to above, this Security Instrument is a collateral assignment thereof pursuant to Louisiana Revised Statutes 9:5386, et seq., whether such proceeds or any of them now exist or arise in the future, and the Mortgagor does hereby irrevocably make, constitute and appoint the Lender and the agents of the Lender as the true and lawful mandataries and attorneys-in-fact of Mortgagor to carry out and enforce all of the Mortgagor's right, title and interest in and to any or all of the proceeds hereby collaterally assigned. The collateral assignment herein made of the proceeds shall not be construed as imposing upon the Lender any obligations with respect thereto unless and until the Lender shall become the absolute owner thereof and the Mortgagor shall have been wholly dispossessed thereof.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **FORTY MILLION SIX HUNDRED SIXTY-NINETHOUSANDSIX HUNDRED EIGHTY-EIGHT AND XX / 100 (\$40,669,688.00) 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: April 11, 2019

May 09, 2019

ATTORNEY FOR PLAINTIFF:

G. Wogan Bernard

2300 Energy Centre, 1100 Poydras Street

New Orleans, LA 70163-2300

504-585-7000

SCSO-CIV-209-0402

Sheriff's Sale

SHERIFFS SALE
SHERIFFS OFFICE
Suit No: (45) 85564-D
Date: Wednesday, January 30, 2019
BRIAR MEADS CAPITAL TRUST
- SERIES 2
VS
LVP 150 TEAL LLC
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, DECEMBER 18, 2018, 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, MAY 15, 2019, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

(a) the plot(s), piece(s) or parcel(s) of real property described below (individually and collectively, hereinafter referred to as the "Premises"):

A CERTAIN PIECE OR PORTION OF GROUND, situated in Section 39, Township 12 South, Range 9 East, St. Charles Parish, La., that part thereof known as James Business Park, designated as Lot 10-A, Square 5, on a plan of Resubdivision by Krebs, LaSalle, LeMieux Consultants, Inc. entitled Resubdivision of Lots 10, 11, 12, 13, 14, 15 & 16, Square 5 into Lot 10-A, James Business Park in Section 39, Township 12 South, Range 9 East, dated October 29, 1998, approved by Director, St. Charles Parish Planning and Zoning on November 2, 1998, filed November 10, 1998, registered at COB 546, folio 226, Parish of St. Charles, State of Louisiana, and Lot 10-A is more particularly described as follows:

Commence at the point of curvature on the southerly right of way line of Teal Street at the intersection of James Drive West;

Thence along the southerly right of way line of Teal Street, North 89 degrees 49 minutes 00 seconds East a distance of 200.00 feet to the Point of beginning;

Thence continue along the southerly right of way line of Teal Street, North 89 degrees 49 minutes 00 seconds East, a distance of 700.00 feet to a point of curvature;

Thence along a curve to the right, having a radius of 25.00 feet, an arc length of 39.27 feet, a chord bearing of South 45 degrees 11 minutes 00 seconds East, a chord distance of 35.36 feet to a point on the westerly right of way line of James Drive East;

Thence along the westerly right of way line of James Drive East, South 00 degrees 11 minutes 00 seconds East, a distance of 175.00 feet to a point;

Thence South 89 degrees 49 minutes 00 seconds West, a distance of 725.00 to a point;

Thence North 00 degrees 11 minutes 00 seconds West a distance of 200.00 feet to a point of beginning.

Improvements bear municipal number 150 Teal Street.

Together with those servitudes benefiting the land and established as follows:

1. COB 305, folio 4 - Destination of the Owner with Respect to Driveway, dated October 20, 1983, and establishing non-exclusive driveway servitudes across Lots 1 through 18, Square 5, filed October 20, 1983.

2. COB 305, folio 8 - Destination of the Owner with Respect to Non-Exclusive Parking Areas, dated October 20, 1983, and establishing non-exclusive parking areas across Lots 1 through 18, Square 5, filed October 20, 1983.

3. COB 507, folio 148 — Supplement to Act of Destination by T.L. James & Company, Inc., dated April 9, 1996. (the "Insured Servitudes")

(b) (i) all buildings, component parts, foundations, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements of every kind or nature now or hereafter located on the Premises (hereinafter collectively referred to as the "Improvements"); and (ii) to the extent permitted by law, the name or names, if any, as may now or hereafter be used for each Improvement, and the goodwill associated therewith;

(c) all easements, servitudes, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, ditches, ditch rights, reservoirs and reservoir rights, air rights and development rights, lateral support, drainage, gas, oil and mineral rights, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises or the Improvements and the reversion and reversions, remainder and remainders, whether existing or hereafter acquired, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises to the center line thereof and any and all sidewalks, drives, curbs, passageways, streets, spaces and alleys adjacent to or used in connection with the Premises and/or Improvements and all the estates, rights, titles, interests, property, possession, claim and demand whatsoever, both in law and in equity, of Mortgagor of, in and to the Premises and Improvements and every part and parcel thereof, with the appurtenances thereto;

(d) all machinery, equipment, fittings, apparatus, appliances, furniture, furnishings, tools, fixtures (including, but not limited to, all heating, air conditioning, ventilating, waste disposal, sprinkler and fire and theft protection equipment, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon, or in, and located on the Premises or the Improvements, or appurtenant thereto, and all building equipment, materials and supplies of any nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon, or in the Premises or the Improvements or appurtenant thereto (hereinafter, all of the foregoing items described in this paragraph (d), along with all replacement and additional items installed as contemplated in Section 8.01(e), are collectively called the "Equipment"), all of which, and any replacements, modifications, alterations and additions thereto, to the extent permitted by applicable law, shall be deemed to constitute fixtures (herein, collectively, the "Fixtures"), and are part of the real estate and security for the payment of the Debt and the performance of Mortgagor's obligations. To the extent any portion of the Equipment is not real property or Fixtures under applicable law, it shall be deemed to be personal property, and this Security Instrument shall constitute a security agreement creating a security interest therein in favor of Lender under the UCC;

(e) all awards or payments, including interest thereon, which may hereafter be made with respect to the Premises, the Improvements, the Fixtures, or the Equipment, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of said right), or for a change of grade, or for any other injury to or decrease in the value of the Premises, the Improvements or the Equipment or refunds with respect to the payment of property taxes and assessments, and all other proceeds of the conversion, voluntary or involuntary, of the Premises, Improvements, Equipment, Fixtures or any other Property or part thereof into cash or liquidated claims;

(f) all leases, tenancies, licenses and other agreements affecting the use, enjoyment or occupancy of the Premises, the Improvements, the Fixtures, or the Equipment or any portion thereof now or hereafter entered into, whether before or after the filing by or against Mortgagor of any petition for relief under the Bankruptcy Code and all reciprocal easement agreements and license agreements (hereinafter collectively referred to as the "Leases"), together with all cash or security deposits, lease termination payments, advance rentals and payments of similar nature and guarantees or other security held by, or issued in favor of, Mortgagor in connection therewith to the extent of Mortgagor's right or interest therein and all remainders, reversions and other rights and estates appurtenant thereto, and all base, fixed, percentage or additional rents, and other rents, oil and gas or other mineral royalties, and bonuses, issues, profits and rebates and refunds or other payments made by any Governmental Authority from or relating to the Premises, the Improvements, the Fixtures or the Equipment plus all rents, common area charges and other payments now existing or hereafter arising, whether paid or accruing before or after the filing by or against Mortgagor of any petition for relief under the Bankruptcy Code (herein, collectively, the "Rents") and all proceeds from the sale or other

disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(g) all proceeds of and any unearned premiums on any insurance policies covering the Premises, the Improvements, the Fixtures, the Rents or the Equipment, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Premises, the Improvements, the Fixtures or the Equipment and all refunds or rebates of Impositions, and interest paid or payable with respect thereto;

(h) all deposit accounts, securities accounts, funds or other accounts maintained or deposited with Lender, or its assigns, in connection herewith, including, without limitation, the Security Deposit Account (to the extent permitted by law), the Engineering Escrow Account, the Central Account, the Basic Carrying Costs Sub-Account, the Basic Carrying Costs Escrow Account, the Debt Service Payment Sub-Account, the Recurring Replacement Reserve Sub-Account, the Recurring Replacement Reserve Escrow Account, the Reletting Reserve Sub-Account, the Reletting Reserve Escrow Account, the Operation and Maintenance Expense Sub-Account, the Operation and Maintenance Expense Escrow Account, the Curtailment Reserve Escrow Account, the Curtailment-Reserve Sub-Account, and all monies and investments deposited or to be deposited in such accounts;

(i) all accounts receivable, contract rights, franchises, interests, estate or other claims, both at law and in equity, now existing or hereafter arising, and relating to the Premises, the Improvements, the Fixtures or the Equipment, not included in Rents;

(j) all now existing or hereafter arising claims against any Person with respect to any damage to the Premises, the Improvements, the Fixtures or the Equipment, including, without limitation, damage arising from any defect in or with respect to the design or construction of the Improvements, the Fixtures or the Equipment and any damage resulting therefrom;

(k) all deposits or other security or advance payments, including rental payments now or hereafter made by or on behalf of Mortgagor to others, with respect to (i) insurance policies, (ii) utility services, (iii) cleaning, maintenance, repair or similar services, (iv) refuse removal or sewer service, (v) parking or similar services or rights and (vi) rental of Equipment, if any, relating to or otherwise used in the operation of the Premises, the Improvements, the Fixtures or the Equipment;

(l) all intangible property now or hereafter relating to the Premises, the Improvements, the Fixtures or the Equipment or its operation, including, without limitation, software, letter of credit rights, trade names, trademarks (including, without limitation, any licenses of or agreements to license trade names or trademarks noAV or hereafter entered into by Mortgagor), logos, building names and goodwill;

(m) all now existing or hereafter arising advertising material, guaranties, warranties, building permits, other permits, licenses, plans and specifications, shop and working drawings, soil tests, appraisals and other documents, materials and/or personal property of any kind now or hereafter existing in or relating to the Premises, the Improvements, the Fixtures, and the Equipment;

(n) all now existing or hereafter arising drawings, designs, plans and specifications prepared by architects, engineers, interior designers, landscape designers and any other consultants or professionals for the design, development, construction, repair and/or improvement of the Property, as amended from time to time;

(o) the right, in the name of and on behalf of Mortgagor, to appear in and defend any now existing or hereafter arising action or proceeding brought with respect to the Premises, the Improvements, the Fixtures or the Equipment as set forth herein and to commence any action or proceeding to protect the interest of Lender in the Premises, the Improvements, the Fixtures or the Equipment as set forth herein;

(p) all agreements, grants of easements and/or rights-of-way, reciprocal easement agreements, permits, declarations of covenants, conditions and restrictions, disposition and development agreements, planned unit development agreements, management or parking agreements, party wall agreements or other instruments affecting the Property and all proceeds or income received with respect thereto; and

(q) all proceeds, products, substitutions and accessions (including claims and demands therefor) of each of the foregoing;

(r) all unearned premiums under insurance policies now or subsequently obtained by Mortgagor relating to the Premises or Improvements and Mortgagor's interest in and to all such insurance policies and all proceeds of any such insurance policies (including title insurance policies) including the right to collect and receive such proceeds, subject to the provisions relating to insurance generally set forth below; and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Premises or Improvements for the taking by eminent domain, condemnation or otherwise, of all or any part of the Premises or any servitude, easement or other right therein; and with respect to the proceeds referred to above, this Security Instru-

ment is a collateral assignment thereof pursuant to Louisiana Revised Statutes 9:5386, et seq., whether such proceeds or any of them now exist or arise in the future, and the Mortgagor does hereby irrevocably make, constitute and appoint the Lender and the agents of the Lender as the true and lawful mandataries and attorneys-in-fact of Mortgagor to carry out and enforce all of the Mortgagor's right, title and interest in and to any or all of the proceeds hereby collaterally assigned. The collateral assignment herein made of the proceeds shall not be construed as imposing upon the Lender any obligations with respect thereto unless and until the Lender shall become the absolute owner thereof and the Mortgagor shall have been wholly dispossessed thereof.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **FORTY MILLION SIX HUNDRED SIXTY-NINETHOUSANDSIX HUNDRED EIGHTY-EIGHT AND XX / 100 (\$40,669,688.00) 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: April 11, 2019

May 09, 2019

ATTORNEY FOR PLAINTIFF:

G. Wogan Bernard

2300 Energy Centre, 1100 Poydras Street

New Orleans, LA 70163-2300

504-585-7000

SCSO-CIV-209-0402

Sheriff's Sale

SHERIFFS SALE
SHERIFF'S OFFICE
Suit No: (45) 85565-E
Date: Wednesday, January 30, 2019
BRIAR MEADS CAPITAL TRUST
- SERIES 1
VS
LIGHT 150 JAMES EAST LLC
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: WEDNESDAY, DECEMBER 12, 2018, 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, MAY 15, 2019, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

(a) the plot(s), piece(s) or parcel(s) of real property described below (individually and collectively, hereinafter referred to as the "Premises"):

THAT PORTION OF GROUND, situated in the State of Louisiana, Parish of St. Charles, in that part thereof known as James Business Park, being further identified LOTS 6 OF SQUARE 2 of said Business Park as shown on and in accordance with a resubdivision plan made by J.J. Krebs & Sons, Inc., dated June 13, 1978, revised March 16, 1979 and August 14, 1979, approved by Ordinance #66-3-544 recorded at COB 234, folio 490, and said Lot 6 is more particularly described as follows:

Commence at the intersection of the north boundary of the subdivision and the east right of way line of James Drive East;

Thence along said right of way line South 00 degrees 11 minutes 00 seconds East a distance of 600 feet to the point of beginning;

Thence North 89 degrees 49 minutes 00 seconds East a distance of 522.78 feet to a point on the Jefferson Parish/St. Charles Parish line;

Thence along said line South 00 degrees 50 minutes 00 seconds West a distance of 300.05 feet;

Thence South 89 degrees 49 minutes 00 seconds West a distance of 517.45 feet to an iron rod set on the easterly right of way line of James Drive East;

Thence along said right of way line North 00 degrees 11 minutes 00 seconds West, a distance of 300.00 feet to the point of beginning;

Improvements bear municipal number 150 James Drive East.

(b) (i) all buildings, component parts, foundations, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements of every kind or nature now or hereafter located on the Premises (hereinafter collectively referred to as the "Improvements"); and (ii) to the extent permitted by law, the name or names, if any, as may now or hereafter be used for each Improvement, and the goodwill associated therewith;

(c) all easements, servitudes, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, ditches, ditch rights, reservoirs and reservoir rights, air rights and development rights, lateral support, drainage, gas, oil and mineral rights, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises or the Improvements and the reversion and reversions, remainder and remainders, whether existing or hereafter acquired, and all land lying in

the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises to the center line thereof and any and all sidewalks, drives, curbs, passageways, streets, spaces and alleys adjacent to or used in connection with the Premises and/or Improvements and all the estates, rights, titles, interests, property, possession, claim and demand whatsoever, both in law and in equity, of Mortgagor of, in and to the Premises and Improvements and every part and parcel thereof, with the appurtenances thereto;

(d) all machinery, equipment, fittings, apparatus, appliances, furniture, furnishings, tools, fixtures (including, but not limited to, all heating, air conditioning, ventilating, waste disposal, sprinkler and fire and theft protection equipment, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon, or in, and located on the Premises or the Improvements, or appurtenant thereto, and all building equipment, materials and supplies of any nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon, or in, the Premises or the Improvements or appurtenant thereto (hereinafter, all of the foregoing items described in this paragraph (d), along with all replacement and additional items installed as contemplated in Section 8.01(e), are collectively called the "Equipment"), all of which, and any replacements, modifications, alterations and additions thereto, to the extent permitted by applicable law, shall be deemed to constitute fixtures (herein, collectively, the "Fixtures"), and are part of the real estate and security for the payment of the Debt and the performance of Mortgagor's obligations. To the extent any portion of the Equipment is not real property or Fixtures under applicable law, it shall be deemed to be personal property, and this Security Instrument shall constitute a security agreement creating a security interest therein in favor of Lender under the UCC;

(e) all awards or payments, including interest thereon, which may hereafter be made with respect to the Premises, the Improvements, the Fixtures, or the Equipment, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of said right), or for a change of grade, or for any other injury to or decrease in the value of the Premises, the Improvements or the Equipment or refunds with respect to the payment of property taxes and assessments, and all other proceeds of the conversion, voluntary or involuntary, of the Premises, Improvements, Equipment, Fixtures or any other Property or part thereof into cash or liquidated claims;

(f) all leases, tenancies, licenses and other agreements affecting the use, enjoyment or occupancy of the Premises, the Improvements, the Fixtures, or the Equipment or any portion thereof now or hereafter entered into, whether before or after the filing by or against Mortgagor of any petition for relief under the Bankruptcy Code and all reciprocal easement agreements and license agreements (hereinafter collectively referred to as the "Leases"), together with all cash or security deposits, lease termination payments, advance rentals and payments of similar nature and guarantees or other security held by, or issued in favor of, Mortgagor in connection therewith to the extent of Mortgagor's right or interest therein and all remainders, reversions and other rights and estates appurtenant thereto, and all base, fixed, percentage or additional rents, and other rents, oil and gas or other mineral royalties, and bonuses, issues, profits and rebates and refunds or other payments made by any Governmental Authority from or relating to the Premises, the Improvements, the Fixtures or the Equipment plus all rents, common area charges and other payments now existing or hereafter arising, whether paid or accruing before or after the filing by or against Mortgagor of any petition for relief under the Bankruptcy Code (herein, collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(g) all proceeds of and any unearned premiums on any insurance policies covering the Premises, the Improvements, the Fixtures, the Rents or the Equipment, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Premises, the Improvements, the Fixtures or the Equipment and all refunds or rebates of Impositions, and interest paid or payable with respect thereto;

(h) all deposit accounts, securities accounts, funds or other accounts maintained or deposited with Lender, or its assigns, in connection herewith, including, without limitation, the Security Deposit Account (to the extent permitted by law), the Engineering Escrow Account, the Central Account, the Basic Carrying Costs Sub-Account, the Basic Carrying Costs Escrow Account, the Debt Service Payment Sub-Account, the Recurring Replacement Reserve Sub-Account, the Recurring Replacement Reserve Escrow Account, the Reletting Reserve Sub-Account, the Reletting Reserve Escrow Account, the Operation and Maintenance Expense Sub-Account, the Operation and Maintenance Expense Escrow Account, the Curtailment-Reserve Sub-Account,

and all monies and investments deposited or to be deposited in such accounts; (i) all accounts receivable, contract rights, franchises, interests, estate or other claims, both at law and in equity, now existing or hereafter arising, and relating to the Premises, the Improvements, the Fixtures or the Equipment, not included in Rents;

(j) all now existing or hereafter arising claims against any Person with respect to any damage to the Premises, the Improvements, the Fixtures or the Equipment, including, without limitation, damage arising from any defect in or with respect to the design or construction of the Improvements, the Fixtures or the Equipment and any damage resulting therefrom;

(k) all deposits or other security or advance payments, including rental payments now or hereafter made by or on behalf of Mortgagor to others, with respect to (i) insurance policies, (ii) utility services, (iii) cleaning, maintenance, repair or similar services, (iv) refuse removal or sewer service, (v) parking or similar services or rights and (vi) rental of Equipment, if any, relating to or otherwise used in the operation of the Premises, the Improvements, the Fixtures or the Equipment;

(l) all intangible property now or hereafter relating to the Premises, the Improvements, the Fixtures or the Equipment or its operation, including, without limitation, software, letter of credit rights, trade names, trademarks (including, without limitation, any licenses of or agreements to license trade names or trademarks noAV or hereafter entered into by Mortgagor), logos, building names and goodwill;

(m) all now existing or hereafter arising advertising material, guaranties, warranties, building permits, other permits, licenses, plans and specifications, shop and working drawings, soil tests, appraisals and other documents, materials and/or personal property of any kind now or hereafter existing in or relating to the Premises, the Improvements, the Fixtures, and the Equipment;

(n) all now existing or hereafter arising drawings, designs, plans and specifications prepared by architects, engineers, interior designers, landscape designers and any other consultants or professionals for the design, development, construction, repair and/or improvement of the Property, as amended from time to time;

(o) the right, in the name of and on behalf of Mortgagor, to appear in and defend any now existing or hereafter arising action or proceeding brought with respect to the Premises, the Improvements, the Fixtures or the Equipment as set forth herein and to commence any action or proceeding to protect the interest of Lender in the Premises, the Improvements, the Fixtures or the Equipment as set forth herein;

(p) all agreements, grants of easements and/or rights-of-way, reciprocal easement agreements, permits, declarations of covenants, conditions and restrictions, disposition and development agreements, planned unit development agreements, management or parking agreements, party wall agreements or other instruments affecting the Property and all proceeds or income received with respect thereto; and (q) all proceeds, products, substitutions and accessions (including claims and demands therefor) of each of the foregoing;

(r) all unearned premiums under insurance policies now or subsequently obtained by Mortgagor relating to the Premises or Improvements and Mortgagor's interest in and to all such insurance policies and all proceeds of any such insurance policies (including title insurance policies) including the right to collect and receive such proceeds, subject to the provisions relating to insurance generally set forth below; and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Premises or Improvements for the taking by eminent domain, condemnation or otherwise, of all or any part of the Premises or any servitude, easement or other right therein; and with respect to the proceeds referred to above, this Security Instrument is a collateral assignment thereof pursuant to Louisiana Revised Statutes 9:5386, et seq., whether such proceeds or any of them now exist or arise in the future, and the Mortgagor does hereby irrevocably make, constitute and appoint the Lender and the agents of the Lender as the true and lawful mandataries and attorneys-in-fact of Mortgagor to carry out and enforce all of the Mortgagor's right, title and interest in and to any or all of the proceeds hereby collaterally assigned. The collateral assignment herein made of the proceeds shall not be construed as imposing upon the Lender any obligations with respect thereto unless and until the Lender shall become the absolute owner thereof and the Mortgagor shall have been wholly dispossessed thereof.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of **FORTY-THREE MILLION FIVE HUNDRED NINETY-FIVE THOUSAND FIVE HUNDRED AND XX / 100 (\$43,595,500.00) 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: April 11, 2019
May 09, 2019
ATTORNEY FOR PLAINTIFF:
G. Wogan Bernard
2300 Energy Centre, 1100 Poydras Street
New Orleans, LA 70163-2300
504-585-7000
SCSO-CIV-209-0402

Sheriff's Sale

SHERIFF'S SALE
SHERIFFS OFFICE
Suit No: (45) 85566-C
Date: Tuesday, March 12, 2019
BRIAR MEADS CAPITAL TRUST
- SERIES I
VS
LIGHT 125 MALLARD LLC
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, DECEMBER 11, 2018, 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, MAY 15, 2019, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

(a) the plot(s), piece(s) or parcel(s) of real property described below (individually and collectively, hereinafter referred to as the "Premises"): THAT CERTAIN PORTION OF GROUND, situated in the State of Louisiana, Parish of St. Charles, in that part thereof known as James Business Park, in accordance with a plan of resubdivision prepared by J. J. Krebs & Sons, Inc., dated June 13, 1978, last revised August 14, 1979, approved under St. Charles Parish Police Jury Ordinance No. 66-3-544 and registered in COB 234, folio 490 on October 2, 1979, and identified as Lots 4, 5, and 6, Square 5, and said lots are more particularly described as follows:

Commence at the northwest intersection of James Drive East and Mallard Street;

Thence along the northerly right of way Mallard Street South 89 degrees 49 minutes 00 seconds West, a distance of 300.00 feet to the point of beginning;

Thence continuing along said right of way South 89 degrees 49 minutes 00 seconds West a distance of 300.00 feet to the point of beginning;

Thence along said line North 00 degrees 11 minutes 00 seconds West, a distance of 200.00 feet to a point;

Thence North 89 degrees 49 minutes 00 seconds East a distance of 300.00 feet to a point on the line common to Lots 6 and 7;

Thence along said line South 00 degrees 11 minutes 00 seconds East, a distance of 200.00 feet to the point of beginning. The improvements thereon bear municipal no. 125 Mallard Street.

Together with those servitudes benefiting the land established as follows: COB 305, folio 4 — Destination of the Owner with Respect to Driveway, dated October 20, 1983, and establishing non-exclusive driveway servitudes across Lots 1 through 18, Square 5, filed October 20, 1983.

COB 305, folio 8 — Destination of the Owner with Respect to Non-Exclusive Parking Areas dated October 20, 1983, and establishing non-exclusive parking areas across Lots 1 through 18, Square 5, filed October 20, 1983.

COB 507, folio 148 — Supplement to Act of Destination by T.L. James & Company, Inc., dated April 9, 1996. (the "Insured Servitudes")

(b) (i) all buildings, component parts, foundations, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements of every kind or nature now or hereafter located on the Premises (hereinafter collectively referred to as the "Improvements"); and (ii) to the extent permitted by law, the name or names, if any, as may now or hereafter be used for each Improvement, and the goodwill associated therewith;

(c) all easements, servitudes, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, ditches, ditch rights, reservoirs and reservoir rights, air rights and development rights, lateral support, drainage, gas, oil and mineral rights, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises or the Improvements and the reversion and reversions, remainder and remainders, whether existing or hereafter acquired, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises to the center line thereof and any and all sidewalks, drives, curbs, passageways, streets, spaces and alleys adjacent to or used in connection with the Premises and/or Improvements and all the estates, rights, titles, interests, property, possession, claim and demand whatsoever, both in law and in equity, of Mortgagor of, in and to the Premises and Improvements and every part and parcel thereof, with the appurtenances thereto;

(d) all machinery, equipment, fittings, apparatus, appliances, furniture, furnishings, tools, fixtures (including, but not limited to, all heating, air conditioning, ventilating, waste disposal, sprinkler

and fire and theft protection equipment, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon, or in, and located on the Premises or the Improvements, or appurtenant thereto, and all building equipment, materials and supplies of any nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon, or in the Premises or the Improvements or appurtenant thereto (hereinafter, all of the foregoing items described in this paragraph (d), along with all replacement and additional items installed as contemplated in Section 8.01(e), are collectively called the "Equipment"), all of which, and any replacements, modifications, alterations and additions thereto, to the extent permitted by applicable law, shall be deemed to constitute fixtures (herein, collectively, the "Fixtures"), and are part of the real estate and security for the payment of the Debt and the performance of Mortgagor's obligations. To the extent any portion of the Equipment is not real property or Fixtures under applicable law, it shall be deemed to be personal property, and this Security Instrument shall constitute a security agreement creating a security interest therein in favor of Lender under the UCC;

(e) all awards or payments, including interest thereon, which may hereafter be made with respect to the Premises, the Improvements, the Fixtures, or the Equipment, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of said right), or for a change of grade, or for any other injury to or decrease in the value of the Premises, the Improvements or the Equipment or refunds with respect to the payment of property taxes and assessments, and all other proceeds of the conversion, voluntary or involuntary, of the Premises, Improvements, Equipment, Fixtures or any other Property or part thereof into cash or liquidated claims;

(f) all leases, tenancies, licenses and other agreements affecting the use, enjoyment or occupancy of the Premises, the Improvements, the Fixtures, or the Equipment or any portion thereof now or hereafter entered into, whether before or after the filing by or against Mortgagor of any petition for relief under the Bankruptcy Code and all reciprocal easement agreements and license agreements (hereinafter collectively referred to as the "Leases"), together with all cash or security deposits, lease termination payments, advance rentals and payments of similar nature and guarantees or other security held by, or issued in favor of, Mortgagor in connection therewith to the extent of Mortgagor's right or interest therein and all remainders, reversions and other rights and estates appurtenant thereto, and all base, fixed, percentage or additional rents, and other rents, oil and gas or other mineral royalties, and bonuses, issues, profits and rebates and refunds or other payments made by any Governmental Authority from or relating to the Premises, the Improvements, the Fixtures or the Equipment plus all rents, common area charges and other payments now existing or hereafter arising, whether paid or accruing before or after the filing by or against Mortgagor of any petition for relief under the Bankruptcy Code (herein, collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(g) all proceeds of and any unearned premiums on any insurance policies covering the Premises, the Improvements, the Fixtures, the Rents or the Equipment, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Premises, the Improvements, the Fixtures or the Equipment and all refunds or rebates of Impositions, and interest paid or payable with respect thereto;

(h) all deposit accounts, securities accounts, funds or other accounts maintained or deposited with Lender, or its assigns, in connection herewith, including, without limitation, the Security Deposit Account (to the extent permitted by law), the Engineering Escrow Account, the Central Account, the Basic Carrying Costs Sub-Account, the Basic Carrying Costs Escrow Account, the Debt Service Payment Sub-Account, the Recurring Replacement Reserve Sub-Account, the Recurring Replacement Reserve Escrow Account, the Reletting Reserve Sub-Account, the Reletting Reserve Escrow Account, the Operation and Maintenance Expense Sub-Account, the Operation and Maintenance Expense Escrow Account, the Curtailment Reserve Sub-Account, and all monies and investments deposited or to be deposited in such accounts;

(i) all accounts receivable, contract rights, franchises, interests, estate or other claims, both at law and in equity, now existing or hereafter arising, and relating to the Premises, the Improvements, the Fixtures or the Equipment, not included in Rents;

(j) all now existing or hereafter arising claims against any Person with respect to any damage to the Premises, the Improvements, the Fixtures or the Equipment, including, without limitation, damage arising from any defect in or with respect to the design or construction of the Improvements, the Fixtures or the Equipment and any damage resulting therefrom;

(k) all deposits or other security or advance payments, including rental payments now or hereafter made by or on behalf of Mortgagor to others, with respect to (i) insurance policies, (ii) utility services, (iii) cleaning, maintenance, repair or similar services, (iv) refuse removal or sewer service, (v) parking or similar services or rights and (vi) rental of Equipment, if any, relating to or otherwise used in the operation of the Premises, the Improvements, the Fixtures or the Equipment;

(l) all intangible property now or hereafter relating to the Premises, the Improvements, the Fixtures or the Equipment or its operation, including, without limitation, software, letter of credit rights, trade names, trademarks (including, without limitation, any licenses of or agreements to license trade names or trademarks noAV or hereafter entered into by Mortgagor), logos, building names and goodwill;

(m) all now existing or hereafter arising advertising material, guaranties, warranties, building permits, other permits, licenses, plans and specifications, shop and working drawings, soil tests, appraisals and other documents, materials and/or personal property of any kind now or hereafter existing in or relating to the Premises, the Improvements, the Fixtures, and the Equipment;

(n) all now existing or hereafter arising drawings, designs, plans and specifications prepared by architects, engineers, interior designers, landscape designers and any other consultants or professionals for the design, development, construction, repair and/or improvement of the Property, as amended from time to time;

(o) the right, in the name of and on behalf of Mortgagor, to appear in and defend any now existing or hereafter arising action or proceeding brought with respect to the Premises, the Improvements, the Fixtures or the Equipment as set forth herein and to commence any action or proceeding to protect the interest of Lender in the Premises, the Improvements, the Fixtures or the Equipment as set forth herein;

(p) all agreements, grants of easements and/or rights-of-way, reciprocal easement agreements, permits, declarations of covenants, conditions and restrictions, disposition and development agreements, planned unit development agreements, management or parking agreements, party wall agreements or other instruments affecting the Property and all proceeds or income received with respect thereto; and (q) all proceeds, products, substitutions and accessions (including claims and demands therefor) of each of the foregoing;

(r) all unearned premiums under insurance policies now or subsequently obtained by Mortgagor relating to the Premises or Improvements and Mortgagor's interest in and to all such insurance policies and all proceeds of any such insurance policies (including title insurance policies) including the right to collect and receive such proceeds, subject to the provisions relating to insurance generally set forth below; and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Premises or Improvements for the taking by eminent domain, condemnation or otherwise, of all or any part of the Premises or any servitude, easement or other right therein; and with respect to the proceeds referred to above, this Security Instrument is a collateral assignment thereof pursuant to Louisiana Revised Statutes 9:5386, et seq., whether such proceeds or any of them now exist or arise in the future, and the Mortgagor does hereby irrevocably make, constitute and appoint the Lender and the agents of the Lender as the true and lawful mandataries and attorneys-in-fact of Mortgagor to carry out and enforce all of the Mortgagor's right, title and interest in and to any or all of the proceeds hereby collaterally assigned. The collateral assignment herein made of the proceeds shall not be construed as imposing upon the Lender any obligations with respect thereto unless and until the Lender shall become the absolute owner thereof and the Mortgagor shall have been wholly dispossessed thereof.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **FORTY-THREE MILLION FIVE HUNDRED NINETY-FIVE THOUSAND FIVE HUNDRED AND XX / 100 (\$43,595,500.00) 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: April 11, 2019
May 09, 2019
ATTORNEY FOR PLAINTIFF:
Wogan Bernard
2300 Entergy Centre 1100 Poydras Street
New Orleans, LA 70163
504-585-7000
SCSO-CIV-209-0402

Sheriff's Sale

SHERIFF'S SALE
SHERIFFS OFFICE
Suit No: (45) 85567-D
Date: Tuesday, March 12, 2019
BRIAR MEADS CAPITAL TRUST
- SERIES I
VS
LIGHT 115 CANVASBACK LLC
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, DECEMBER 18, 2018, 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, MAY 15, 2019, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

(a) the plot(s), piece(s) or parcel(s) of real property described below (individually and collectively, hereinafter referred to as the "Premises"):

THAT CERTAIN PIECE OR PORTION OF GROUND; situated in Section 39, Township 12 South, Range 9 East, Parish of St. Charles, State of Louisiana, in that part known as James Business Park Expansion, designated as Lot 4-A of Square 12 of said James Business Park Expansion, as shown a plan of resubdivision by Dading, Marques & Associates, Inc., dated March 5, 2003, approved by the St. Charles Parish Planning Commission on October 2, 2003, recorded on October 3, 2003, in COB 627, folio 188, and being more fully described as follows:

Commence at the point where the north right of way line of Canvasback Drive flares into the east right of way line of James Drive West and measure north 89 degrees 49 minutes 00 seconds East, along the north right of way line of Canvasback Drive, a distance of 200.00 feet to the point of beginning; thence measure north 00 degrees 11 minutes 00 seconds West, a distance of 300.00 feet to a point; thence measure north 89 degrees 49 minutes 00 seconds East, a distance of 400.00 feet to a point; thence measure south 00 degrees 11 minutes 00 seconds East, a distance of 300.00 feet to a point on the north right of way line of Canvasback Drive; thence measure south 89 degrees 49 minutes 00 seconds West, along the north right of way line of Canvasback Drive, a distance of 400.00 feet to the point of beginning.

(b) (i) all buildings, component parts, foundations, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements of every kind or nature now or hereafter located on the Premises (hereinafter collectively referred to as the "Improvements"); and (ii) to the extent permitted by law, the name or names, if any, as may now or hereafter be used for each Improvement, and the goodwill associated therewith;

(c) all easements, servitudes, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, ditches, ditch rights, reservoirs and reservoir rights, air rights and development rights, lateral support, drainage, gas, oil and mineral rights, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises or the Improvements and the reversion and reversions, remainder and remainders, whether existing or hereafter acquired, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises to the center line thereof and any and all sidewalks, drives, curbs, passageways, streets, spaces and alleys adjacent to or used in connection with the Premises and/or Improvements and all the estates, rights, titles, interests, property, possession, claim and demand whatsoever, both in law and in equity, of Mortgagor of, in and to the Premises and Improvements and every part and parcel thereof, with the appurtenances thereto;

(d) all machinery, equipment, fittings, apparatus, appliances, furniture, furnishings, tools, fixtures (including, but not limited to, all heating, air conditioning, ventilating, waste disposal, sprinkler and fire and theft protection equipment, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon, or in, and located on the Premises or the Improvements, or appurtenant thereto, and all building equipment, materials and supplies of any nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon, or in the Premises or the Improvements or appurtenant thereto (hereinafter, all of the foregoing items described in this paragraph (d), along with all replacement and additional items installed as contemplated in Section 8.01(e), are collectively called the "Equipment"), all of which, and any replacements, modifications, alterations and additions thereto, to the extent permitted by applicable law, shall be deemed to constitute fixtures (herein, collectively, the "Fixtures"), and are part of the real estate and security for the payment of the Debt and the performance of Mortgagor's obligations. To the extent

any portion of the Equipment is not real property or Fixtures under applicable law, it shall be deemed to be personal property, and this Security Instrument shall constitute a security agreement creating a security interest therein in favor of Lender under the UCC;

(e) all awards or payments, including interest thereon, which may hereafter be made with respect to the Premises, the Improvements, the Fixtures, or the Equipment, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of said right), or for a change of grade, or for any other injury to or decrease in the value of the Premises, the Improvements or the Equipment or refunds with respect to the payment of property taxes and assessments, and all other proceeds of the conversion, voluntary or involuntary, of the Premises, Improvements, Equipment, Fixtures or any other Property or part thereof into cash or liquidated claims;

(f) all leases, tenancies, licenses and other agreements affecting the use, enjoyment or occupancy of the Premises, the Improvements, the Fixtures, or the Equipment or any portion thereof now or hereafter entered into, whether before or after the filing by or against Mortgagor of any petition for relief under the Bankruptcy Code and all reciprocal easement agreements and license agreements (hereinafter collectively referred to as the "Leases"), together with all cash or security deposits, lease termination payments, advance rentals and payments of similar nature and guarantees or other security held by, or issued in favor of, Mortgagor in connection therewith to the extent of Mortgagor's right or interest therein and all remainders, reversions and other rights and estates appurtenant thereto, and all base, fixed, percentage or additional rents, and other rents, oil and gas or other mineral royalties, and bonuses, issues, profits and rebates and refunds or other payments made by any Governmental Authority from or relating to the Premises, the Improvements, the Fixtures or the Equipment plus all rents, common area charges and other payments now existing or hereafter arising, whether paid or accruing before or after the filing by or against Mortgagor of any petition for relief under the Bankruptcy Code (herein, collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(g) all proceeds of and any unearned premiums on any insurance policies covering the Premises, the Improvements, the Fixtures, the Rents or the Equipment, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Premises, the Improvements, the Fixtures or the Equipment and all refunds or rebates of Impositions, and interest paid or payable with respect thereto;

(h) all deposit accounts, securities accounts, funds or other accounts maintained or deposited with Lender, or its assigns, in connection herewith, including, without limitation, the Security Deposit Account (to the extent permitted by law), the Engineering Escrow Account, the Central Account, the Basic Carrying Costs Sub-Account, the Basic Carrying Costs Escrow Account, the Debt Service Payment Sub-Account, the Recurring Replacement Reserve Sub-Account, the Recurring Replacement Reserve Escrow Account, the Reletting Reserve Sub-Account, the Reletting Reserve Escrow Account, the Operation and Maintenance Expense Sub-Account, the Operation and Maintenance Expense Escrow Account, the Curtailment Reserve Sub-Account, and all monies and investments deposited or to be deposited in such accounts;

(i) all accounts receivable, contract rights, franchises, interests, estate or other claims, both at law and in equity, now existing or hereafter arising, and relating to the Premises, the Improvements, the Fixtures or the Equipment, not included in Rents;

(j) all now existing or hereafter arising claims against any Person with respect to any damage to the Premises, the Improvements, the Fixtures or the Equipment, including, without limitation, damage arising from any defect in or with respect to the design or construction of the Improvements, the Fixtures or the Equipment and any damage resulting therefrom;

(k) all deposits or other security or advance payments, including rental payments now or hereafter made by or on behalf of Mortgagor to others, with respect to (i) insurance policies, (ii) utility services, (iii) cleaning, maintenance, repair or similar services, (iv) refuse removal or sewer service, (v) parking or similar services or rights and (vi) rental of Equipment, if any, relating to or otherwise used in the operation of the Premises, the Improvements, the Fixtures or the Equipment;

(l) all intangible property now or hereafter relating to the Premises, the Improvements, the Fixtures or the Equipment or its operation, including, without limitation, software, letter of credit rights, trade names, trademarks (including, without limitation, any licenses or agreements to license trade names or trademarks noAV or hereafter entered into by Mortgagor), logos, building names and goodwill;

(m) all now existing or hereafter arising advertising material, guaranties, warranties, building permits, other permits, licenses, plans and specifications, shop and working drawings, soil tests, appraisals and other documents, materials and/or personal property of any kind now or hereafter existing in or relating to the Premises, the Improvements, the Fixtures, the Rents or the Equipment, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Premises, the Improvements, the Fixtures or the Equipment and all refunds or rebates of Impositions, and interest paid or payable with respect thereto;

praisals and other documents, materials and/or personal property of any kind now or hereafter existing in or relating to the Premises, the Improvements, the Fixtures, and the Equipment;

(n) all now existing or hereafter arising drawings, designs, plans and specifications prepared by architects, engineers, interior designers, landscape designers and any other consultants or professionals for the design, development, construction, repair and/or improvement of the Property, as amended from time to time;

(o) the right, in the name of and on behalf of Mortgagor, to appear in and defend any now existing or hereafter arising action or proceeding brought with respect to the Premises, the Improvements, the Fixtures or the Equipment as set forth herein and to commence any action or proceeding to protect the interest of Lender in the Premises, the Improvements, the Fixtures or the Equipment as set forth herein;

(p) all agreements, grants of easements and/or rights-of-way, reciprocal easement agreements, permits, declarations of covenants, conditions and restrictions, disposition and development agreements, planned unit development agreements, management or parking agreements, party wall agreements or other instruments affecting the Property and all proceeds or income received with respect thereto; and

(q) all proceeds, products, substitutions and accessions (including claims and demands therefor) of each of the foregoing.

(r) all unearned premiums under insurance policies now or subsequently obtained by Mortgagor relating to the Premises or Improvements and Mortgagor's interest in and to all such insurance policies and all proceeds of any such insurance policies (including title insurance policies) including the right to collect and receive such proceeds, subject to the provisions relating to insurance generally set forth below; and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Premises or Improvements for the taking by eminent domain, condemnation or otherwise, of all or any part of the Premises or any servitude, easement or other right therein; and with respect to the proceeds referred to above, this Security Instrument is a collateral assignment thereof pursuant to Louisiana Revised Statutes 9:5386, et seq., whether such proceeds or any of them now exist or arise in the future, and the Mortgagor does hereby irrevocably make, constitute and appoint the Lender and the agents of the Lender as the true and lawful mandataries and attorneys-in-fact of Mortgagor to carry out and enforce all of the Mortgagor's right, title and interest in and to any or all of the proceeds hereby collaterally assigned. The collateral assignment herein made of the proceeds shall not be construed as imposing upon the Lender any obligations with respect thereto unless and until the Lender shall become the absolute owner thereof and the Mortgagor shall have been wholly dispossessed thereof.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of **FORTY-THREE MILLION FIVE HUNDRED NINETY-FIVE THOUSAND FIVE HUNDRED AND XX / 100 (\$43,595,500.00) 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: April 11, 2019
May 09, 2019
ATTORNEY FOR PLAINTIFF:
G. Wogan Bernard
2300 Energy Centre, 1100 Poydras Street
New Orleans, LA 70163-2300
504-585-7000
SCSO-CIV-209-0402

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 85568-C

Date: Wednesday, March 13, 2019
BRIAR MEADS CAPITAL TRUST
-SERIES I

VS
LIGHT 110 WIDGEON LLC
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, DECEMBER 11, 2018, 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, MAY 15, 2019, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

(a) the plot(s), piece(s) or parcel(s) of real property described below (individually and collectively, hereinafter referred to as the "Premises");
THAT CERTAIN PIECE OR PORTION OF GROUND, situated in Section 39, Township 12 South, Range 9

East, Parish of St. Charles, State of Louisiana, in that part known as James Business Park Expansion, designated as Lot 16-B of Square 12 of said James Business Park Expansion, as shown a plan of resubdivision by Dading, Marques & Associates, Inc., dated March 5, 2003, approved by the St. Charles Parish Planning Commission on October 2, 2003, recorded on October 3, 2003, in COB 627, folio 188, and being more fully described as follows:

For the point of beginning, commence at the point where the south right of way line of Widgeon Drive flares into the east right of way line of James Drive West and measure north 89 degrees 49 minutes 00 seconds East, along the south right of way line of Widgeon Drive a distance of 450.00 feet to a point; thence measure south 00 degrees 11 minutes 00 seconds East, a distance of 350.00 feet to a point; thence measure south 89 degrees 49 minutes 00 seconds West, a distance of 475.00 feet to a point on the east right of way of James Drive West; thence measure north 00 degrees 11 minutes 00 seconds West, along the east right of way line of James Drive West, a distance of 325.00 feet to the point where the east right of way line of James Drive West flares into Widgeon Drive; thence continuing along said line being a curve to the right having a radius of 25 feet, an arc length of 39.27 feet to the point of beginning.

Together with the benefit of a certain Sign Servitude made by Sealy FRLA Land, L.L.C. dated October 7, 2003, filed October 10, 2003, COB 627, page 442.

(b) (i) all buildings, component parts, foundations, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements of every kind or nature now or hereafter located on the Premises (hereinafter collectively referred to as the "Improvements"); and (ii) to the extent permitted by law, the name or names, if any, as may now or hereafter be used for each Improvement, and the goodwill associated therewith;

(c) all easements, servitudes, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, ditches, ditch rights, reservoirs and reservoir rights, air rights and development rights, lateral support, drainage, gas, oil and mineral rights, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises or the Improvements and the reversion and reversions, remainder and remainders, whether existing or hereafter acquired, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises to the center line thereof and any and all sidewalks, drives, curbs, passageways, streets, spaces and alleys adjacent to or used in connection with the Premises and/or Improvements and all the estates, rights, titles, interests, property, possession, claim and demand whatsoever, both in law and in equity, of Mortgagor of, in and to the Premises and Improvements and every part and parcel thereof, with the appurtenances thereto;

(d) all machinery, equipment, fittings, apparatus, appliances, furniture, furnishings, tools, fixtures (including, but not limited to, all heating, air conditioning, ventilating, waste disposal, sprinkler and fire and theft protection equipment, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon, or in the Premises or the Improvements or appurtenant thereto (hereinafter, all of the foregoing items described in this paragraph (d), along with all replacement and additional items installed as contemplated in Section 8.01(e), are collectively called the "Equipment"), all of which, and any replacements, modifications, alterations and additions thereto, to the extent permitted by applicable law, shall be deemed to constitute fixtures (herein, collectively, the "Fixtures"), and are part of the real estate and security for the payment of the Debt and the performance of Mortgagor's obligations. To the extent any portion of the Equipment is not real property or Fixtures under applicable law, it shall be deemed to be personal property, and this Security Instrument shall constitute a security agreement creating a security interest therein in favor of Lender under the UCC;

(e) all awards or payments, including interest thereon, which may hereafter be made with respect to the Premises, the Improvements, the Fixtures, or the Equipment, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of said right), or for a change of grade, or for any other injury to or decrease in the value of the Premises, the Improvements or the Equipment or refunds with respect to the payment of property taxes and assessments, and all other proceeds of the conversion, voluntary or involuntary, of the Premises, Improvements, Equipment, Fixtures or any other Property or part thereof into cash or liquidated claims;

(f) all leases, tenancies, licenses and other agreements affecting the use, enjoyment or occupancy of the Premises, the Improvements, the Fixtures, or the Equipment or any portion thereof

now or hereafter entered into, whether before or after the filing by or against Mortgagor of any petition for relief under the Bankruptcy Code and all reciprocal easement agreements and license agreements (hereinafter collectively referred to as the "Leases"), together with all cash or security deposits, lease termination payments, advance rentals and payments of similar nature and guarantees or other security held by, or issued in favor of, Mortgagor in connection therewith to the extent of Mortgagor's right or interest therein and all remainders, reversions and other rights and estates appurtenant thereto, and all base, fixed, percentage or additional rents, and other rents, oil and gas or other mineral royalties, and bonuses, issues, profits and rebates and refunds or other payments made by any Governmental Authority from or relating to the Premises, the Improvements, the Fixtures or the Equipment plus all rents, common area charges and other payments now existing or hereafter arising, whether paid or accruing before or after the filing by or against Mortgagor of any petition for relief under the Bankruptcy Code (herein, collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(g) all proceeds of and any unearned premiums on any insurance policies covering the Premises, the Improvements, the Fixtures, the Rents or the Equipment, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Premises, the Improvements, the Fixtures or the Equipment and all refunds or rebates of Impositions, and interest paid or payable with respect thereto;

(h) all deposit accounts, securities accounts, funds or other accounts maintained or deposited with Lender, or its assigns, in connection herewith, including, without limitation, the Security Deposit Account (to the extent permitted by law), the Engineering Escrow Account, the Central Account, the Basic Carrying Costs Sub-Account, the Basic Carrying Costs Escrow Account, the Debt Service Payment Sub-Account, the Recurring Replacement Reserve Sub-Account, the Recurring Replacement Reserve Escrow Account, the Reletting Reserve Sub-Account, the Reletting Reserve Escrow Account, the Operation and Maintenance Expense Sub-Account, the Operation and Maintenance Expense Escrow Account, the Curtailment Reserve Sub-Account, and all monies and investments deposited or to be deposited in such accounts;

(i) all accounts receivable, contract rights, franchises, interests, estate or other claims, both at law and in equity, now existing or hereafter arising, and relating to the Premises, the Improvements, the Fixtures or the Equipment, not included in Rents;

(j) all now existing or hereafter arising claims against any Person with respect to any damage to the Premises, the Improvements, the Fixtures or the Equipment, including, without limitation, damage arising from any defect in or with respect to the design or construction of the Improvements, the Fixtures or the Equipment and any damage resulting therefrom;

(k) all deposits or other security or advance payments, including rental payments now or hereafter made by or on behalf of Mortgagor to others, with respect to (i) insurance policies, (ii) utility services, (iii) cleaning, maintenance, repair or similar services, (iv) refuse removal or sewer service, (v) parking or similar services or rights and (vi) rental of Equipment, if any, relating to or otherwise used in the operation of the Premises, the Improvements, the Fixtures or the Equipment;

(l) all intangible property now or hereafter relating to the Premises, the Improvements, the Fixtures or the Equipment or its operation, including, without limitation, software, letter of credit rights, trade names, trademarks (including, without limitation, any licenses or agreements to license trade names or trademarks noAV or hereafter entered into by Mortgagor), logos, building names and goodwill;

(m) all now existing or hereafter arising advertising material, guaranties, warranties, building permits, other permits, licenses, plans and specifications, shop and working drawings, soil tests, appraisals and other documents, materials and/or personal property of any kind now or hereafter existing in or relating to the Premises, the Improvements, the Fixtures, and the Equipment;

(n) all now existing or hereafter arising drawings, designs, plans and specifications prepared by architects, engineers, interior designers, landscape designers and any other consultants or professionals for the design, development, construction, repair and/or improvement of the Property, as amended from time to time;

(o) the right, in the name of and on behalf of Mortgagor, to appear in and defend any now existing or hereafter arising action or proceeding brought with respect to the Premises, the Improvements, the Fixtures or the Equipment as set forth herein and to commence any action or proceeding to protect the interest of Lender in the Premises, the Improvements, the Fixtures or the Equipment as set forth herein;

(p) all agreements, grants of easements and/or rights-of-way, reciprocal easement agreements, permits, declarations of covenants, conditions and restrictions, disposition and development agreements, planned unit development

agreements, management or parking agreements, party wall agreements or other instruments affecting the Property and all proceeds or income received with respect thereto; and

(q) all proceeds, products, substitutions and accessions (including claims and demands therefor) of each of the foregoing.

(r) all unearned premiums under insurance policies now or subsequently obtained by Mortgagor relating to the Premises or Improvements and Mortgagor's interest in and to all such insurance policies and all proceeds of any such insurance policies (including title insurance policies) including the right to collect and receive such proceeds, subject to the provisions relating to insurance generally set forth below; and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Premises or Improvements for the taking by eminent domain, condemnation or otherwise, of all or any part of the Premises or any servitude, easement or other right therein; and with respect to the proceeds referred to above, this Security Instrument is a collateral assignment thereof pursuant to Louisiana Revised Statutes 9:5386, et seq., whether such proceeds or any of them now exist or arise in the future, and the Mortgagor does hereby irrevocably make, constitute and appoint the Lender and the agents of the Lender as the true and lawful mandataries and attorneys-in-fact of Mortgagor to carry out and enforce all of the Mortgagor's right, title and interest in and to any or all of the proceeds hereby collaterally assigned. The collateral assignment herein made of the proceeds shall not be construed as imposing upon the Lender any obligations with respect thereto unless and until the Lender shall become the absolute owner thereof and the Mortgagor shall have been wholly dispossessed thereof.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of **FORTY-THREE MILLION FIVE HUNDRED NINETY-FIVE THOUSAND FIVE HUNDRED AND XX / 100 (\$43,595,500.00) 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: April 11, 2019
May 09, 2019
ATTORNEY FOR PLAINTIFF:
G. Wogan Bernard
2300 Energy Centre, 1100 Poydras Street
New Orleans, LA 70163-2300
504-585-7000
SCSO-CIV-209-0402

Sheriff's Sale

SHERIFFS SALE
SHERIFFS OFFICE
Suit No: (45) 85569-E

Date: Wednesday, March 13, 2019
BRIAR MEADS CAPITAL TRUST
-SERIES I

VS
LVP 115 JAMES WEST LLC
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: WEDNESDAY DECEMBER 12, 2018, 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, MAY 15, 2019, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

(a) the plot(s), piece(s) or parcel(s) of real property described below (individually and collectively, hereinafter referred to as the "Premises");
THAT CERTAIN PORTION OF GROUND, situated in the State of Louisiana, Parish of St. Charles, in that part thereof known as James Business Park, in accordance with a plan of resubdivision prepared by Murray & Associates, Architect and Engineers, J. Michael Dixon, Surveyor, dated April 29, 1991, and recorded in COB 436, Folio 684, as corrected by Act of Correction of Survey by J. Michael Dixon dated June 8, 1991, approved by St. Charles Parish Planning Commission on June 14, 1991, recorded in COB 439, folio 22, and as further corrected by Act of Correction of Survey by J. Michael Dixon, filed March 29, 1996, recorded in COB 506, folio 609, Entry No. 200993; said lot is identified as Lot 101-B, Square 3, and Lot 101-B is more particularly described as follows:

Commence at the intersection of the northerly right of way of Airline Highway and the westerly right of way of James Drive West, thence along the westerly right of way line of James Drive West North 00 degrees 11 minutes 00 seconds West, a distance of 534.00 feet to the point of beginning;

Thence North 89 degrees 59 minutes 53 seconds West a distance of 258.13 feet to the line common to Lot 101-B and property now or formerly of John Schwegmann;
Thence along said line North 00 degrees

11 minutes 00 Seconds West a distance of 348.38 feet to a point on the line common to Lots 101-Band 1-B;

Thence along said line North 88 degrees 49 minutes 00 seconds East a distance of 258.13 feet to a point on the westerly right of way line of James Drive West;
Thence along said right of way line South 00 degrees 11 minutes 00 seconds East a distance of 349.22 feet to the point of beginning.

The improvements thereon bear municipal no. 115 James Drive West. Together with those servitudes benefiting the land and established as follows:

COB 437, folio 398, Declaration of Servitude by T.L. James and Company, dated May 13, 1991, establishing Access Servitude twenty-four (24) feet in width on the common line to Lots 101-B and 1-B, Square 3.x

COB 507, folio 146 — Act of Correction and Amendment of Restrictions by T.L. James and Company, dated April 9, 1996, ^rrpttina the Saure designation to Square 3.

(b) ("Insured Servitude")

(b) (i) all buildings, component parts, foundations, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements of every kind or nature now or hereafter located on the Premises (hereinafter collectively referred to as the "Improvements"); and (ii) to the extent permitted by law, the name or names, if any, as may now or hereafter be used for each Improvement, and the goodwill associated therewith;

(c) all easements, servitudes, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, ditches, ditch rights, reservoirs and reservoir rights, air rights and development rights, lateral support, drainage, gas, oil and mineral rights, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises or the Improvements and the reversion and reversions, remainder and remainders, whether existing or hereafter acquired, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises to the center line thereof and any and all sidewalks, drives, curbs, passageways, streets, spaces and alleys adjacent to or used in connection with the Premises and/or Improvements and all the estates, rights, titles, interests, property, possession, claim and demand whatsoever, both in law and in equity, of Mortgagor of, in and to the Premises and Improvements and every part and parcel thereof, with the appurtenances thereto;

(d) all machinery, equipment, fittings, apparatus, appliances, furniture, furnishings, tools, fixtures (including, but not limited to, all heating, air conditioning, ventilating, waste disposal, sprinkler and fire and theft protection equipment, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon, or in, and located on the Premises or the Improvements, or appurtenant thereto, and all building equipment, materials and supplies of any nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon, or in the Premises or the Improvements or appurtenant thereto (hereinafter, all of the foregoing items described in this paragraph (d), along with all replacement and additional items installed as contemplated in Section 8.01(e), are collectively called the "Equipment"), all of which, and any replacements, modifications, alterations and additions thereto, to the extent permitted by applicable law, shall be deemed to constitute fixtures (herein, collectively, the "Fixtures"), and are part of the real estate and security for the payment of the Debt and the performance of Mortgagor's obligations. To the extent any portion of the Equipment is not real property or Fixtures under applicable law, it shall be deemed to be personal property, and this Security Instrument shall constitute a security agreement creating a security interest therein in favor of Lender under the UCC;

(e) all awards or payments, including interest thereon, which may hereafter be made with respect to the Premises, the Improvements, the Fixtures, or the Equipment, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of said right), or for a change of grade, or for any other injury to or decrease in the value of the Premises, the Improvements or the Equipment or refunds with respect to the payment of property taxes and assessments, and all other proceeds of the conversion, voluntary or involuntary, of the Premises, Improvements, Equipment, Fixtures or any other Property or part thereof into cash or liquidated claims;

(f) all leases, tenancies, licenses and other agreements affecting the use, enjoyment or occupancy of the Premises, the Improvements, the Fixtures, or the Equipment or any portion thereof now or hereafter entered into, whether before or after the filing by or against Mortgagor of any petition for relief under the Bankruptcy Code and all reciprocal easement agreements and license agreements (hereinafter collectively referred to as the "Leases"), together with all cash or security deposits, lease termination payments, advance rentals and payments of similar nature and guarantees or other security held by, or issued in favor of, Mortgagor in connection therewith to the extent of

Mortgagor's right or interest therein and all remainders, reversions and other rights and estates appurtenant thereto, and all base, fixed, percentage or additional rents, and other rents, oil and gas or other mineral royalties, and bonuses, issues, profits and rebates and refunds or other payments made by any Governmental Authority from or relating to the Premises, the Improvements, the Fixtures or the Equipment plus all rents, common area charges and other payments now existing or hereafter arising, whether paid or accruing before or after the filing by or against Mortgagor of any petition for relief under the Bankruptcy Code (herein, collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(g) all proceeds of and any unearned premiums on any insurance policies covering the Premises, the Improvements, the Fixtures, the Rents or the Equipment, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Premises, the Improvements, the Fixtures or the Equipment and all refunds or rebates of Impositions, and interest paid or payable with respect thereto;

(h) all deposit accounts, securities accounts, funds or other accounts maintained or deposited with Lender, or its assigns, in connection herewith, including, without limitation, the Security Deposit Account (to the extent permitted by law), the Engineering Escrow Account, the Central Account, the Basic Carrying Costs Sub-Account, the Basic Carrying Costs Escrow Account, the Debt Service Payment Sub-Account, the Recurring Replacement Reserve Sub-Account, the Recurring Replacement Reserve Escrow Account, the Reletting Reserve Sub-Account, the Reletting Reserve Escrow Account, the Operation and Maintenance Expense Sub-Account, the Operation and Maintenance Expense Escrow Account, the Curtailment Reserve Escrow Account, the Curtailment-Reserve Sub-Account, and all monies and investments deposited or to be deposited in such accounts; (i) all accounts receivable, contract rights, franchises, interests, estate or other claims, both at law and in equity, now existing or hereafter arising, and relating to the Premises, the Improvements, the Fixtures or the Equipment, not included in Rents;

(j) all now existing or hereafter arising claims against any Person with respect to any damage to the Premises, the Improvements, the Fixtures or the Equipment, including, without limitation, damage arising from any defect in or with respect to the design or construction of the Improvements, the Fixtures or the Equipment and any damage resulting therefrom;

(k) all deposits or other security or advance payments, including rental payments now or hereafter made by or on behalf of Mortgagor to others, with respect to (i) insurance policies, (ii) utility services, (iii) cleaning, maintenance, repair or similar services, (iv) refuse removal or sewer service, (v) parking or similar services or rights and (vi) rental of Equipment, if any, relating to or otherwise used in the operation of the Premises, the Improvements, the Fixtures or the Equipment;

(l) all intangible property now or hereafter relating to the Premises, the Improvements, the Fixtures or the Equipment or its operation, including, without limitation, software, letter of credit rights, trade names, trademarks (including, without limitation, any licenses of or agreements to license trade names or trademarks noAV or hereafter entered into by Mortgagor), logos, building names and goodwill;

(m) all now existing or hereafter arising advertising material, guaranties, warranties, building permits, other permits, licenses, plans and specifications, shop and working drawings, soil tests, appraisals and other documents, materials and/or personal property of any kind now or hereafter existing in or relating to the Premises, the Improvements, the Fixtures, and the Equipment;

(n) all now existing or hereafter arising drawings, designs, plans and specifications prepared by architects, engineers, interior designers, landscape designers and any other consultants or professionals for the design, development, construction, repair and/or improvement of the Property, as amended from time to time;

(o) the right, in the name of and on behalf of Mortgagor, to appear in and defend any now existing or hereafter arising action or proceeding brought with respect to the Premises, the Improvements, the Fixtures or the Equipment as set forth herein and to commence any action or proceeding to protect the interest of Lender in the Premises, the Improvements, the Fixtures or the Equipment as set forth herein;

(p) all agreements, grants of easements and/or rights-of-way, reciprocal easement agreements, permits, declarations of covenants, conditions and restrictions, disposition and development agreements, planned unit development agreements, management or parking agreements, party wall agreements or other instruments affecting the Property and all proceeds or income received with respect thereto; and

(q) all proceeds, products, substitutions and accessions (including claims and demands therefor) of each of the foregoing.

(r) all unearned premiums under insurance policies now or subsequently obtained by Mortgagor relating to the Premises or Improvements and Mort-

gagor's interest in and to all such insurance policies and all proceeds of any such insurance policies (including title insurance policies) including the right to collect and receive such proceeds, subject to the provisions relating to insurance generally set forth below; and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Premises or Improvements for the taking by eminent domain, condemnation or otherwise, of all or any part of the Premises or any servitude, easement or other right therein; and with respect to the proceeds referred to above, this Security Instrument is a collateral assignment thereof pursuant to Louisiana Revised Statutes 9:5386, et seq., whether such proceeds or any of them now exist or arise in the future, and the Mortgagor does hereby irrevocably make, constitute and appoint the Lender and the agents of the Lender as the true and lawful mandatories and attorneys-in-fact of Mortgagor to carry out and enforce all of the Mortgagor's right, title and interest in and to any or all of the proceeds hereby collaterally assigned. The collateral assignment herein made of the proceeds shall not be construed as imposing upon the Lender any obligations with respect thereto unless and until the Lender shall become the absolute owner thereof and the Mortgagor shall have been wholly dispossessed thereof.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of **FORTY-THREE MILLION FIVE HUNDRED NINETY-FIVE THOUSAND FIVE HUNDRED AND XX / 100 (\$43,595,500.00) 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: APRIL 11, 2019
May 09, 2019
ATTORNEY FOR PLAINTIFF:
G. Wogan Bernard
2300 Energy Centre,
1100 Poydras Street
New Orleans, LA 70163-2300
504-585-7000
SCSO-CIV-209-0402

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 85570-D
Date: Thursday, March 14, 2019
BRIAR MEADS CAPITAL TRUST
-SERIES I
VS
IVP 161 JAMES WEST LLC
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, DECEMBER 18, 2018, 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, MAY 15, 2019, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

(a) the plot(s), piece(s) or parcel(s) of real property described below (individually and collectively, hereinafter referred to as the "Premises"):

THAT CERTAIN PORTION OF GROUND, situated in the Parish of St. Charles, State of Louisiana, located in Section 39, Township 12 South, Range 9 East, in that part thereof known as James Business Park, Extension No. 1, and according to a plan of resubdivision made by JJ. Krebs & Sons, Inc., dated March 2, 1988, approved under Ordinance 92-1-4 by the St. Charles Parish Planning Commission on April 14, 1988, and by the St. Charles President on April 15, 1988, filed for record in the Office of the Clerk of Court for the Parish of St. Charles on April 20, 1988, in COB 388, folio 308 at Entry #135688, said lots are designated as Lot Nos. 5 and 6-A of Square No. 3, and are more particularly described as follows:

Begin at the intersection of the line common to Lots 7-A and 6-A and the westerly right of way of James Drive West; Thence along said right of way South 00 degrees 11 minutes 00 seconds East a distance of 442.00 feet to a point;

Thence leaving said right of way South 89 degrees 49 minutes 00 seconds West a distance of 300.00 feet to a point on the westerly boundary of the subdivision; Thence along said western boundary North 00 degrees 11 minutes 00 seconds West a distance of 442.00 feet to a point;

Thence North 89 degrees 49 minutes 00 seconds East a distance of 300.00 feet to the Point of Beginning. Improvements bear Municipal Number 161 James Drive West.

(b) (i) all buildings, component parts, foundations, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements of every kind or nature now or hereafter located on the Premises (hereinafter collectively referred to as the "Improvements"); and (ii) to the extent permitted by law, the name or names, if any, as may now or hereafter

be used for each Improvement, and the goodwill associated therewith;

(c) all easements, servitudes, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, ditches, ditch rights, reservoirs and reservoir rights, air rights and development rights, lateral support, drainage, gas, oil and mineral rights, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises or the Improvements and the reversion and reversions, remainder and remainders, whether existing or hereafter acquired, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises to the center line thereof and any and all sidewalks, drives, curbs, passageways, streets, spaces and alleys adjacent to or used in connection with the Premises and/or Improvements and all the estates, rights, titles, interests, property, possession, claim and demand whatsoever, both in law and in equity, of Mortgagor of, in and to the Premises and Improvements and every part and parcel thereof, with the appurtenances thereto;

(d) all machinery, equipment, fittings, apparatus, appliances, furniture, furnishings, tools, fixtures (including, but not limited to, all heating, air conditioning, ventilating, waste disposal, sprinkler and fire and theft protection equipment, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon, or in, and located on the Premises or the Improvements, or appurtenant thereto, and all building equipment, materials and supplies of any nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon, or in the Premises or the Improvements or appurtenant thereto (hereinafter, all of the foregoing items described in this paragraph (d), along with all replacement and additional items installed as contemplated in Section 8.01(e), are collectively called the "Equipment"), all of which, and any replacements, modifications, alterations and additions thereto, to the extent permitted by applicable law, shall be deemed to constitute fixtures (herein, collectively, the "Fixtures"), and are part of the real estate and security for the payment of the Debt and the performance of Mortgagor's obligations. To the extent any portion of the Equipment is not real property or Fixtures under applicable law, it shall be deemed to be personal property, and this Security Instrument shall constitute a security agreement creating a security interest therein in favor of Lender under the UCC;

(e) all awards or payments, including interest thereon, which may hereafter be made with respect to the Premises, the Improvements, the Fixtures, or the Equipment, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of said right), or for a change of grade, or for any other injury to or decrease in the value of the Premises, the Improvements or the Equipment or refunds with respect to the payment of property taxes and assessments, and all other proceeds of the conversion, voluntary or involuntary, of the Premises, Improvements, Equipment, Fixtures or any other Property or part thereof into cash or liquidated claims;

(f) all leases, tenancies, licenses and other agreements affecting the use, enjoyment or occupancy of the Premises, the Improvements, the Fixtures, or the Equipment or any portion thereof now or hereafter entered into, whether before or after the filing by or against Mortgagor of any petition for relief under the Bankruptcy Code and all reciprocal easement agreements and license agreements (hereinafter collectively referred to as the "Leases"), together with all cash or security deposits, lease termination payments, advance rentals and payments of similar nature and guarantees or other security held by, or issued in favor of, Mortgagor in connection therewith to the extent of Mortgagor's right or interest therein and all remainders, reversions and other rights and estates appurtenant thereto, and all base, fixed, percentage or additional rents, and other rents, oil and gas or other mineral royalties, and bonuses, issues, profits and rebates and refunds or other payments made by any Governmental Authority from or relating to the Premises, the Improvements, the Fixtures or the Equipment plus all rents, common area charges and other payments now existing or hereafter arising, whether paid or accruing before or after the filing by or against Mortgagor of any petition for relief under the Bankruptcy Code (herein, collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(g) all proceeds of and any unearned premiums on any insurance policies covering the Premises, the Improvements, the Fixtures, the Rents or the Equipment, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Premises, the Improvements, the Fixtures or the Equipment and all refunds or rebates of Impositions, and interest paid or payable with respect thereto;

(h) all deposit accounts, securities accounts, funds or other accounts maintained or deposited with Lender, or its assigns, in connection herewith,

including, without limitation, the Security Deposit Account (to the extent permitted by law), the Engineering Escrow Account, the Central Account, the Basic Carrying Costs Sub-Account, the Basic Carrying Costs Escrow Account, the Debt Service Payment Sub-Account, the Recurring Replacement Reserve Sub-Account, the Recurring Replacement Reserve Escrow Account, the Reletting Reserve Sub-Account, the Reletting Reserve Escrow Account, the Operation and Maintenance Expense Sub-Account, the Operation and Maintenance Expense Escrow Account, the Curtailment Reserve Escrow Account, the Curtailment-Reserve Sub-Account, and all monies and investments deposited or to be deposited in such accounts; (i) all accounts receivable, contract rights, franchises, interests, estate or other claims, both at law and in equity, now existing or hereafter arising, and relating to the Premises, the Improvements, the Fixtures or the Equipment, not included in Rents;

(j) all now existing or hereafter arising claims against any Person with respect to any damage to the Premises, the Improvements, the Fixtures or the Equipment, including, without limitation, damage arising from any defect in or with respect to the design or construction of the Improvements, the Fixtures or the Equipment and any damage resulting therefrom;

(k) all deposits or other security or advance payments, including rental payments now or hereafter made by or on behalf of Mortgagor to others, with respect to (i) insurance policies, (ii) utility services, (iii) cleaning, maintenance, repair or similar services, (iv) refuse removal or sewer service, (v) parking or similar services or rights and (vi) rental of Equipment, if any, relating to or otherwise used in the operation of the Premises, the Improvements, the Fixtures or the Equipment;

(l) all intangible property now or hereafter relating to the Premises, the Improvements, the Fixtures or the Equipment or its operation, including, without limitation, software, letter of credit rights, trade names, trademarks (including, without limitation, any licenses of or agreements to license trade names or trademarks noAV or hereafter entered into by Mortgagor), logos, building names and goodwill;

(m) all now existing or hereafter arising advertising material, guaranties, warranties, building permits, other permits, licenses, plans and specifications, shop and working drawings, soil tests, appraisals and other documents, materials and/or personal property of any kind now or hereafter existing in or relating to the Premises, the Improvements, the Fixtures, and the Equipment;

(n) all now existing or hereafter arising drawings, designs, plans and specifications prepared by architects, engineers, interior designers, landscape designers and any other consultants or professionals for the design, development, construction, repair and/or improvement of the Property, as amended from time to time;

(o) the right, in the name of and on behalf of Mortgagor, to appear in and defend any now existing or hereafter arising action or proceeding brought with respect to the Premises, the Improvements, the Fixtures or the Equipment as set forth herein and to commence any action or proceeding to protect the interest of Lender in the Premises, the Improvements, the Fixtures or the Equipment as set forth herein;

(p) all agreements, grants of easements and/or rights-of-way, reciprocal easement agreements, permits, declarations of covenants, conditions and restrictions, disposition and development agreements, planned unit development agreements, management or parking agreements, party wall agreements or other instruments affecting the Property and all proceeds or income received with respect thereto; and

(q) all proceeds, products, substitutions and accessions (including claims and demands therefor) of each of the foregoing.

(r) all unearned premiums under insurance policies now or subsequently obtained by Mortgagor relating to the Premises or Improvements and Mortgagor's interest in and to all such insurance policies and all proceeds of any such insurance policies (including title insurance policies) including the right to collect and receive such proceeds, subject to the provisions relating to insurance generally set forth below; and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Premises or Improvements for the taking by eminent domain, condemnation or otherwise, of all or any part of the Premises or any servitude, easement or other right therein; and with respect to the proceeds referred to above, this Security Instrument is a collateral assignment thereof pursuant to Louisiana Revised Statutes 9:5386, et seq., whether such proceeds or any of them now exist or arise in the future, and the Mortgagor does hereby irrevocably make, constitute and appoint the Lender and the agents of the Lender as the true and lawful mandatories and attorneys-in-fact of Mortgagor to carry out and enforce all of the Mortgagor's right, title and interest in and to any or all of the proceeds hereby collaterally assigned. The collateral assignment herein made of the proceeds shall not be construed as imposing upon the Lender any obligations with respect thereto unless and until the Lender shall become the absolute owner thereof and the Mortgagor shall have been wholly dispossessed thereof.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of **FORTY-THREE MILLION FIVE HUNDRED NINETY-FIVE THOUSAND FIVE HUNDRED AND XX / 100 (\$43,595,500.00) 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: APRIL 11, 2019
May 09, 2019
ATTORNEY FOR PLAINTIFF:
G. Wogan Bernard
2300 Energy Centre, 1100 Poydras Street
New Orleans, LA 70163-2300
504-585-7000
SCSO-CIV-209-0402

Sheriff's Sale

SHERIFFS SALE
SHERIFFS OFFICE
Suit No: (45) 85571-E
Date: Thursday, March 14, 2019
BRIAR MEADS CAPITAL TRUST
-SERIES I
VS
LVP160 JAMES EAST LLC
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: WEDNESDAY, DECEMBER 12, 2018, 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, MAY 15, 2019, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

(a) the plot(s), piece(s) or parcel(s) of real property described below (individually and collectively, hereinafter referred to as the "Premises"):

THAT CERTAIN PORTION OF GROUND, situated in the State of Louisiana, Parish of St. Charles, in that part thereof known as James Business Park, in accordance with a plan of resubdivision prepared by JJ. Krebs & Sons, Inc., dated June 13, 1978, last revised August 14, 1979, approved under St. Charles Parish Police Jury Ordinance No. 66-3-544 and registered in COB -234, folio 490 on October 2, 1979, and identified as Lot 7, Square 2, and said lot is more particularly described as follows:

Commence at the intersection of the northeast corner of James Boulevard and the easterly right of way of James Drive East; thence along the easterly right of way of James Drive East North 72 degrees 46 minutes 00 seconds East, a distance of 354.87 feet to a point of curve;

Thence along the arc of a curve to the left having a radius of 282.00 feet a distance of 359.05 feet;

Thence North 00 degrees 11 minutes 00 seconds West, a distance of 642.31 feet to the point of beginning;

Thence continue along said easterly right of way line North 00 degrees 11 minutes 00 seconds West a distance of 300.00 feet to a point;

Thence North 89 degrees 49 minutes 00 seconds East a distance of 528.10 feet to a point on the Jefferson Parish and St. Charles Parish, line;

Thence along said line South 00 degrees 50 minutes 00 seconds West, a distance of 300.05 feet to a point;

Thence South 89 degrees 49 minutes 00 seconds West a distance of 522.78 feet to the point of beginning.

The improvements thereon bear Municipal No. 160 James, Drive East.

(a) the plot(s), piece(s) or parcel(s) of real property described below (individually and collectively, hereinafter referred to as the "Premises"):

THAT CERTAIN PIECE OR PORTION OF GROUND; situated in Section 39, Township 12 South, Range 9 East, Parish of St. Charles, State of Louisiana, in that part known as James Business Park Expansion, designated as Lot 4-A of Square 12 of said James Business Park Expansion, as shown a plan of resubdivision by Dading, Marques & Associates, Inc., dated March 5, 2003, approved by the St. Charles Parish Planning Commission on October 2, 2003, recorded on October 3, 2003, in COB 627, folio 188, and being more fully described as follows:

Commence at the point where the north right of way line of Canvasback Drive flares into the east right of way line of James Drive West and measure north 89 degrees 49 minutes 00 seconds East, along the north right of way line of Canvasback Drive, a distance of 200.00 feet to the point of beginning; thence measure north 00 degrees 11 minutes 00 seconds West, a distance of 300.00 feet to a point; thence measure north 89 degrees 49 minutes 00 seconds East, a distance of 400.00 feet to a point; thence measure south 00 degrees 11 minutes 00 seconds East, a distance of 300.00 feet to a point on the north right of way line of Canvasback Drive; thence measure south 89 degrees 49 minutes 00 seconds West, along the north right of way line of Canvasback Drive, a distance of 400.00 feet to the point of beginning.

(b) (i) all buildings, component parts, foundations, structures, fixtures, addi-

tions, enlargements, extensions, modifications, repairs, replacements and improvements of every kind or nature now or hereafter located on the Premises (hereinafter collectively referred to as the "Improvements"); and (ii) to the extent permitted by law, the name or names, if any, as may now or hereafter be used for each Improvement, and the goodwill associated therewith;

(c) all easements, servitudes, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, ditches, ditch rights, reservoirs and reservoir rights, air rights and development rights, lateral support, drainage, gas, oil and mineral rights, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises or the Improvements and the reversion and reversions, remainder and remainders, whether existing or hereafter acquired, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises to the center line thereof and any and all sidewalks, drives, curbs, passageways, streets, spaces and alleys adjacent to or used in connection with the Premises and/or Improvements and all the estates, rights, titles, interests, property, possession, claim and demand whatsoever, both in law and in equity, of Mortgagor of, in and to the Premises and Improvements and every part and parcel thereof, with the appurtenances thereto;

(d) all machinery, equipment, fittings, apparatus, appliances, furniture, furnishings, tools, fixtures (including, but not limited to, all heating, air conditioning, ventilating, waste disposal, sprinkler and fire and theft protection equipment, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon, or in, and located on the Premises or the Improvements, or appurtenant thereto, and all building equipment, materials and supplies of any nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon, or in the Premises or the Improvements or appurtenant thereto (hereinafter, all of the foregoing items described in this paragraph (d), along with all replacement and additional items installed as contemplated in Section 8.01(e), are collectively called the "Equipment"), all of which, and any replacements, modifications, alterations and additions thereto, to the extent permitted by applicable law, shall be deemed to constitute fixtures (herein, collectively, the "Fixtures"), and are part of the real estate and security for the payment of the Debt and the performance of Mortgagor's obligations. To the extent any portion of the Equipment is not real property or Fixtures under applicable law, it shall be deemed to be personal property, and this Security Instrument shall constitute a security agreement creating a security interest therein in favor of Lender under the UCC;

(e) all awards or payments, including interest thereon, which may hereafter be made with respect to the Premises, the Improvements, the Fixtures, or the Equipment, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of said right), or for a change of grade, or for any other injury to or decrease in the value of the Premises, the Improvements or the Equipment or refunds with respect to the payment of property taxes and assessments, and all other proceeds of the conversion, voluntary or involuntary, of the Premises, Improvements, Equipment, Fixtures or any other Property or part thereof into cash or liquidated claims;

(f) all leases, tenancies, licenses and other agreements affecting the use, enjoyment or occupancy of the Premises, the Improvements, the Fixtures, or the Equipment or any portion thereof now or hereafter entered into, whether before or after the filing by or against Mortgagor of any petition for relief under the Bankruptcy Code and all reciprocal easement agreements and license agreements (hereinafter collectively referred to as the "Leases"), together with all cash or security deposits, lease termination payments, advance rentals and payments of similar nature and guarantees or other security held by, or issued in favor of, Mortgagor in connection therewith to the extent of Mortgagor's right or interest therein and all remainders, reversions and other rights and estates appurtenant thereto, and all base, fixed, percentage or additional rents, and other rents, oil and gas or other mineral royalties, and bonuses, issues, profits and rebates and refunds or other payments made by any Governmental Authority from or relating to the Premises, the Improvements, the Fixtures or the Equipment plus all rents, common area charges and other payments now existing or hereafter arising, whether paid or accruing before or after the filing by or against Mortgagor of any petition for relief under the Bankruptcy Code (herein, collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(g) all proceeds of and any unearned premiums on any insurance policies covering the Premises, the Improvements, the Fixtures, the Rents or the Equipment, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Premises, the Improve-

ments, the Fixtures or the Equipment and all refunds or rebates of Impositions, and interest paid or payable with respect thereto;

(h) all deposit accounts, securities accounts, funds or other accounts maintained or deposited with Lender, or its assigns, in connection herewith, including, without limitation, the Security Deposit Account (to the extent permitted by law), the Engineering Escrow Account, the Central Account, the Basic Carrying Costs Sub-Account, the Basic Carrying Costs Escrow Account, the Debt Service Payment Sub-Account, the Recurring Replacement Reserve Sub-Account, the Recurring Replacement Reserve Escrow Account, the Reletting Reserve Sub-Account, the Reletting Reserve Escrow Account, the Operation and Maintenance Expense Sub-Account, the Operation and Maintenance Expense Escrow Account, the Curtailment Reserve Escrow Account, the Curtailment-Reserve Sub-Account, and all monies and investments deposited or to be deposited in such accounts; (i) all accounts receivable, contract rights, franchises, interests, estate or other claims, both at law and in equity, now existing or hereafter arising, and relating to the Premises, the Improvements, the Fixtures or the Equipment, not included in Rents;

(j) all now existing or hereafter arising claims against any Person with respect . to any damage to the Premises, the Improvements, the Fixtures or the Equipment, including, without limitation, damage arising from any defect in or with respect to the design or construction of the Improvements, the Fixtures or the Equipment and any damage resulting therefrom; (k) all deposits or other security or advance payments, including rental payments now or hereafter made by or on behalf of Mortgagor to others, with respect to (i) insurance policies, (ii) utility services, (iii) cleaning, maintenance, repair or similar services, (iv) refuse removal or sewer service, (v) parking or similar services or rights and (vi) rental of Equipment, if any, relating to or otherwise used in the operation of the Premises, the Improvements, the Fixtures or the Equipment;

(l) all intangible property now or hereafter relating to the Premises, the Improvements, the Fixtures or the Equipment or its operation, including, without limitation, software, letter of credit rights, trade names, trademarks (including, without limitation, any licenses of or agreements to license trade names or trademarks noAV or hereafter entered into by Mortgagor), logos, building names and goodwill;

(m) all now existing or hereafter arising advertising material, guaranties, warranties, building permits, other permits, licenses, plans and specifications, shop and working drawings, soil tests, appraisals and other documents, materials and/or personal property of any kind now or hereafter existing in or relating to the Premises, the Improvements, the Fixtures, and the Equipment;

(n) all now existing or hereafter arising drawings, designs, plans and specifications prepared by architects, engineers, interior designers, landscape designers and any other consultants or professionals for the design, development, construction, repair and/or improvement of the Property, as amended from time to time;

(o) the right, in the name of and on behalf of Mortgagor, to appear in and defend any now existing or hereafter arising action or proceeding brought with respect to the Premises, the Improvements, the Fixtures or the Equipment as set forth herein and to commence any action or proceeding to protect the interest of Lender in the Premises, the Improvements, the Fixtures or the Equipment as set forth herein;

(p) all agreements, grants of easements and/or rights-of-way, reciprocal easement agreements, permits, declarations of covenants, conditions and restrictions, disposition and development agreements, planned unit development agreements, management or parking agreements, party wall agreements or other instruments affecting the Property and all proceeds or income received with respect thereto; and

(q) all proceeds, products, substitutions and accessions (including claims and demands therefor) of each of the foregoing.

(r) all unearned premiums under insurance policies now or subsequently obtained by Mortgagor relating to the Premises or Improvements and Mortgagor's interest in and to all such insurance policies and all proceeds of any such insurance policies (including title insurance policies) including the right to collect and receive such proceeds, subject to the provisions relating to insurance generally set forth below; and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Premises or Improvements for the taking by eminent domain, condemnation or otherwise, of all or any part of the Premises or any servitude, easement or other right therein; and with respect to the proceeds referred to above, this Security Instrument is a collateral assignment thereof pursuant to Louisiana Revised Statutes 9:5386, et seq., whether such proceeds or any of them now exist or arise in the future, and the Mortgagor does hereby irrevocably make, constitute and appoint the Lender and the agents of the Lender as the true and lawful mandataries and attorneys-in-fact of Mortgagor to carry out and enforce all of the Mortgagor's right, title and interest in and to any or all of the proceeds hereby col-

laterally assigned. The collateral assignment herein made of the proceeds shall not be construed as imposing upon the Lender any obligations with respect thereto unless and until the Lender shall become the absolute owner thereof and the Mortgagor shall have been wholly dispossessed thereof.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of **FORTY-THREE MILLION FIVE HUNDRED NINETY-FIVE THOUSAND FIVE HUNDRED AND XX / 100 (\$43,595,500.00) 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: April 11, 2019
May 09, 2019
ATTORNEY FOR PLAINTIFF:
G. Wogan Bernard
2300 Energy Centre, 1100 Poydras Street
New Orleans, LA 70163-2300
504-585-7000
SCSO-CIV-209-0402

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 85572-C
Date: Friday, March 15, 2019
BRIAR MEADS CAPITAL TRUST
-SERIES I
VS
LVP 190 JAMES EAST LLC
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, DECEMBER 11, 2018, 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, MAY 15, 2019, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

(a) the plot(s), piece(s) or parcel(s) of real property described below (individually and collectively, hereinafter referred to as the "Premises"):
THAT CERTAIN PORTION OF GROUND, situated in the State of Louisiana, Parish of St. Charles, in that part thereof known as James Business Park Extension No. 2, designated as Lot 1-B, Square 8-A, and identified in accordance with a plan of resubdivision of Dading, Marques & Associates, Inc., Plat No. M-754, dated May 28, 2000, approved by St. Charles Parish Planning & Zoning Director on April 20, 2001, and registered on April 24, 2001, in COB 584, folio 798, and Lot 1-B is more particularly described as follows:

Begin at the line common to Lot 1-B, Square 9 and Lot 1-B, Square 8-A and the intersection of the easterly right of way of James Drive East;

Thence North 89 degrees 49 minutes 00 seconds East a distance of 545.62 feet to a point on the line dividing St. Charles and Jefferson Parishes;

Thence North 89 degrees 49 minutes 00 seconds East a distance of 545.62 feet to a point on the line dividing St. Charles and Jefferson Parishes;

Thence along said line South 00 degrees 50 minutes 00 seconds West a distance of 385.06 to a Point;

Thence South 89 degrees 49 minutes 00 seconds West a distance of 538.80 feet to a point on the easterly right of way of James Drive East;

Thence along said right of way North 00 degrees 11 minutes 00 seconds West a distance of 385.00 feet to the Point of beginning.

Improvements bear Municipal No. 190 James Drive East.

(b) (i) all buildings, component parts, foundations, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements of every kind or nature now or hereafter located on the Premises (hereinafter collectively referred to as the "Improvements"); and (ii) to the extent permitted by law, the name or names, if any, as may now or hereafter be used for each Improvement, and the goodwill associated therewith;

(c) all easements, servitudes, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, ditches, ditch rights, reservoirs and reservoir rights, air rights and development rights, lateral support, drainage, gas, oil and mineral rights, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises or the Improvements and the reversion and reversions, remainder and remainders, whether existing or hereafter acquired, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises to the center line thereof and any and all sidewalks, drives, curbs, passageways, streets, spaces and alleys adjacent to or used in connection with the Premises and/or Improvements and all the estates, rights, titles, interests, property, possession, claim and demand whatsoever, both in law and in equity, of Mortgagor of, in and to the

Premises and Improvements and every part and parcel thereof, with the appurtenances thereto;

(d) all machinery, equipment, fittings, apparatus, appliances, furniture, furnishings, tools, fixtures (including, but not limited to, all heating, air conditioning, ventilating, waste disposal, sprinkler and fire and theft protection equipment, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon, or in, and located on the Premises or the Improvements, or appurtenant thereto, and all building equipment, materials and supplies of any nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon, or in, the Premises or the Improvements or appurtenant thereto (hereinafter, all of the foregoing items described in this paragraph (d), along with all replacement and additional items installed as contemplated in Section 8.01(e), are collectively called the "Equipment"), all of which, and any replacements, modifications, alterations and additions thereto, to the extent permitted by applicable law, shall be deemed to constitute fixtures (herein, collectively, the "Fixtures"), and are part of the real estate and security for the payment of the Debt and the performance of Mortgagor's obligations. To the extent any portion of the Equipment is not real property or Fixtures under applicable law, it shall be deemed to be personal property, and this Security Instrument shall constitute a security agreement creating a security interest therein in favor of Lender under the UCC;

(e) all awards or payments, including interest thereon, which may hereafter be made with respect to the Premises, the Improvements, the Fixtures, or the Equipment, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of said right), or for a change of grade, or for any other injury to or decrease in the value of the Premises, the Improvements or the Equipment or refunds with respect to the payment of property taxes and assessments, and all other proceeds of the conversion, voluntary or involuntary, of the Premises, Improvements, Equipment, Fixtures or any other Property or part thereof into cash or liquidated claims;

(f) all leases, tenancies, licenses and other agreements affecting the use, enjoyment or occupancy of the Premises, the Improvements, the Fixtures, or the Equipment or any portion thereof now or hereafter entered into, whether before or after the filing by or against Mortgagor of any petition for relief under the Bankruptcy Code and all reciprocal easement agreements and license agreements (hereinafter collectively referred to as the "Leases"), together with all cash or security deposits, lease termination payments, advance rentals and payments of similar nature and guarantees or other security held by, or issued in favor of, Mortgagor in connection therewith to the extent of Mortgagor's right or interest therein and all remainders, reversions and other rights and estates appurtenant thereto, and all base, fixed, percentage or additional rents, and other rents, oil and gas or other mineral royalties, and bonuses, issues, profits and rebates and refunds or other payments made by any Governmental Authority from or relating to the Premises, the Improvements, the Fixtures or the Equipment plus all rents, common area charges and other payments now existing or hereafter arising, whether paid or accruing before or after the filing by or against Mortgagor of any petition for relief under the Bankruptcy Code (herein, collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(g) all proceeds of and any unearned premiums on any insurance policies covering the Premises, the Improvements, the Fixtures, the Rents or the Equipment, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Premises, the Improvements, the Fixtures or the Equipment and all refunds or rebates of Impositions, and interest paid or payable with respect thereto;

(h) all deposit accounts, securities accounts, funds or other accounts maintained or deposited with Lender, or its assigns, in connection herewith, including, without limitation, the Security Deposit Account (to the extent permitted by law), the Engineering Escrow Account, the Central Account, the Basic Carrying Costs Sub-Account, the Basic Carrying Costs Escrow Account, the Debt Service Payment Sub-Account, the Recurring Replacement Reserve Sub-Account, the Recurring Replacement Reserve Escrow Account, the Reletting Reserve Escrow Account, the Operation and Maintenance Expense Sub-Account, the Operation and Maintenance Expense Escrow Account, the Curtailment Reserve Escrow Account, the Curtailment-Reserve Sub-Account, and all monies and investments deposited or to be deposited in such accounts; (i) all accounts receivable, contract rights, franchises, interests, estate or other claims, both at law and in equity, now existing or hereafter arising, and relating to the Premises, the Improvements, the Fixtures or the Equipment, not included in Rents;

(j) all now existing or hereafter arising claims against any Person with respect .

to any damage to the Premises, the Improvements, the Fixtures or the Equipment, including, without limitation, damage arising from any defect in or with respect to the design or construction of the Improvements, the Fixtures or the Equipment and any damage resulting therefrom;

(k) all deposits or other security or advance payments, including rental payments now or hereafter made by or on behalf of Mortgagor to others, with respect to (i) insurance policies, (ii) utility services, (iii) cleaning, maintenance, repair or similar services, (iv) refuse removal or sewer service, (v) parking or similar services or rights and (vi) rental of Equipment, if any, relating to or otherwise used in the operation of the Premises, the Improvements, the Fixtures or the Equipment;

(l) all intangible property now or hereafter relating to the Premises, the Improvements, the Fixtures or the Equipment or its operation, including, without limitation, software, letter of credit rights, trade names, trademarks (including, without limitation, any licenses of or agreements to license trade names or trademarks noAV or hereafter entered into by Mortgagor), logos, building names and goodwill;

(m) all now existing or hereafter arising advertising material, guaranties, warranties, building permits, other permits, licenses, plans and specifications, shop and working drawings, soil tests, appraisals and other documents, materials and/or personal property of any kind now or hereafter existing in or relating to the Premises, the Improvements, the Fixtures, and the Equipment;

(n) all now existing or hereafter arising drawings, designs, plans and specifications prepared by architects, engineers, interior designers, landscape designers and any other consultants or professionals for the design, development, construction, repair and/or improvement of the Property, as amended from time to time;

(o) the right, in the name of and on behalf of Mortgagor, to appear in and defend any now existing or hereafter arising action or proceeding brought with respect to the Premises, the Improvements, the Fixtures or the Equipment as set forth herein and to commence any action or proceeding to protect the interest of Lender in the Premises, the Improvements, the Fixtures or the Equipment as set forth herein;

(p) all agreements, grants of easements and/or rights-of-way, reciprocal easement agreements, permits, declarations of covenants, conditions and restrictions, disposition and development agreements, planned unit development agreements, management or parking agreements, party wall agreements or other instruments affecting the Property and all proceeds or income received with respect thereto; and

(q) all proceeds, products, substitutions and accessions (including claims and demands therefor) of each of the foregoing.

(r) all unearned premiums under insurance policies now or subsequently obtained by Mortgagor relating to the Premises or Improvements and Mortgagor's interest in and to all such insurance policies and all proceeds of any such insurance policies (including title insurance policies) including the right to collect and receive such proceeds, subject to the provisions relating to insurance generally set forth below; and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Premises or Improvements for the taking by eminent domain, condemnation or otherwise, of all or any part of the Premises or any servitude, easement or other right therein; and with respect to the proceeds referred to above, this Security Instrument is a collateral assignment thereof pursuant to Louisiana Revised Statutes 9:5386, et seq., whether such proceeds or any of them now exist or arise in the future, and the Mortgagor does hereby irrevocably make, constitute and appoint the Lender and the agents of the Lender as the true and lawful mandataries and attorneys-in-fact of Mortgagor to carry out and enforce all of the Mortgagor's right, title and interest in and to any or all of the proceeds hereby collaterally assigned. The collateral assignment herein made of the proceeds shall not be construed as imposing upon the Lender any obligations with respect thereto unless and until the Lender shall become the absolute owner thereof and the Mortgagor shall have been wholly dispossessed thereof.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of **FORTY-THREE MILLION FIVE HUNDRED NINETY-FIVE THOUSAND FIVE HUNDRED AND XX / 100 (\$43,595,500.00) 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: April 11, 2019
May 09, 2019
ATTORNEY FOR PLAINTIFF:
G. Wogan Bernard
2300 Energy Centre, 1100 Poydras Street
New Orleans, LA 70163-2300
504-585-7000
SCSO-CIV-209-0402

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 85573-D
Date: Friday, March 15, 2019
BRIAR MEADS CAPITAL TRUST
-SERIES I
VS
LVP 110 JAMES LLC
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, DECEMBER 18, 2018, 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, MAY 15, 2019, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

(a) the plot(s), piece(s) or parcel(s) of real property described below (individually and collectively, hereinafter referred to as the "Premises"):

THAT CERTAIN PORTION OF GROUND, situated in the State of Louisiana, Parish of St. Charles, in that part thereof known as James Business Park, in accordance with a plan of resubdivision prepared by J. J. Krebs & Sons, Inc., dated June 13, 1978, last revised August 14, 1979, approved under St. Charles Parish Police Jury Ordinance No. 66-3-544 and registered in COB 234, folio 490 on October 2, 1979, and identified as Lots 1 and 2, Square 4, and said lots are more particularly described as follows:

Lot 1 forms the corner of the northerly right of way line of James Drive East and the easterly right of way of James Drive West and measures from the near point of curvature of said intersection. North 00 degrees 11 minutes 00 seconds West, 340.70 feet front on James Drive West to the line common to Lot 3 and Lot 2;

Thence leaving said right of way, North 89 degrees 49 minutes 00 seconds East a distance of 200 feet to a point;

Thence South 00 degrees 11 minutes 00 seconds East, 313.18 feet to a point on the northerly right of way line of James Drive East;

Thence along said right of way line South 72 degrees 46 minutes 00 seconds West a distance of 175.38 feet to a point of curve at the intersection of James Drive East and James Drive West;

Thence along a curve to the right having a radius of 25 feet a distance of 46.71 feet to the point of beginning.

The improvements bear municipal no. 110 James Drive West.

(b) (i) all buildings, component parts, foundations, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements of every kind or nature now or hereafter located on the Premises (hereinafter collectively referred to as the "Improvements"); and (ii) to the extent permitted by law, the name or names, if any, as may now or hereafter be used for each Improvement, and the goodwill associated therewith;

(c) all easements, servitudes, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, ditches, ditch rights, reservoirs and reservoir rights, air rights and development rights, lateral support, drainage, gas, oil and mineral rights, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Premises or the Improvements and the reversion and reversions, remainder and remainders, whether existing or hereafter acquired, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Premises to the center line thereof and any and all sidewalks, drives, curbs, passageways, streets, spaces and alleys adjacent to or used in connection with the Premises and/or Improvements and all the estates, rights, titles, interests, property, possession, claim and demand whatsoever, both in law and in equity, of Mortgagor of, in and to the Premises and Improvements and every part and parcel thereof, with the appurtenances thereto;

(d) all machinery, equipment, fittings, apparatus, appliances, furniture, furnishings, tools, fixtures (including, but not limited to, all heating, air conditioning, ventilating, waste disposal, sprinkler and fire and theft protection equipment, plumbing, lighting, communications and elevator fixtures) and other property of every kind and nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon, or in, and located on the Premises or the Improvements, or appurtenant thereto, and all building equipment, materials and supplies of any nature whatsoever owned by Mortgagor, or in which Mortgagor has or shall have an interest, now or hereafter located upon, or in the Premises or the Improvements or appurtenant thereto (hereinafter, all of the foregoing items described in this paragraph (d), along with all replacement and additional items installed as contemplated in Section 8.01(e), are collectively called the "Equipment"), all of which, and any replacements, modifications, alterations and additions thereto, to the extent permitted by applicable law, shall be deemed to constitute fixtures (herein, collectively, the "Fixtures"), and are part

of the real estate and security for the payment of the Debt and the performance of Mortgagor's obligations. To the extent any portion of the Equipment is not real property or Fixtures under applicable law, it shall be deemed to be personal property, and this Security Instrument shall constitute a security agreement creating a security interest therein in favor of Lender under the UCC;

(e) all awards or payments, including interest thereon, which may hereafter be made with respect to the Premises, the Improvements, the Fixtures, or the Equipment, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of said right), or for a change of grade, or for any other injury to or decrease in the value of the Premises, the Improvements or the Equipment or refunds with respect to the payment of property taxes and assessments, and all other proceeds of the conversion, voluntary or involuntary, of the Premises, Improvements, Equipment, Fixtures or any other Property or part thereof into cash or liquidated claims;

(f) all leases, tenancies, licenses and other agreements affecting the use, enjoyment or occupancy of the Premises, the Improvements, the Fixtures, or the Equipment or any portion thereof now or hereafter entered into, whether before or after the filing by or against Mortgagor of any petition for relief under the Bankruptcy Code and all reciprocal easement agreements and license agreements (hereinafter collectively referred to as the "Leases"), together with all cash or security deposits, lease termination payments, advance rentals and payments of similar nature and guarantees or other security held by, or issued in favor of, Mortgagor in connection therewith to the extent of Mortgagor's right or interest therein and all remainders, reversions and other rights and estates appurtenant thereto, and all base, fixed, percentage or additional rents, and other rents, oil and gas or other mineral royalties, and bonuses, issues, profits and rebates and refunds or other payments made by any Governmental Authority from or relating to the Premises, the Improvements, the Fixtures or the Equipment plus all rents, common area charges and other payments now existing or hereafter arising, whether paid or accruing before or after the filing by or against Mortgagor of any petition for relief under the Bankruptcy Code (herein, collectively, the "Rents") and all proceeds from the sale or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Debt;

(g) all proceeds of and any unearned premiums on any insurance policies covering the Premises, the Improvements, the Fixtures, the Rents or the Equipment, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Premises, the Improvements, the Fixtures or the Equipment and all refunds or rebates of Impositions, and interest paid or payable with respect thereto;

(h) all deposit accounts, securities accounts, funds or other accounts maintained or deposited with Lender, or its assigns, in connection herewith, including, without limitation, the Security Deposit Account (to the extent permitted by law), the Engineering Escrow Account, the Central Account, the Basic Carrying Costs Sub-Account, the Basic Carrying Costs Escrow Account, the Debt Service Payment Sub-Account, the Recurring Replacement Reserve Sub-Account, the Recurring Replacement Reserve Escrow Account, the Reletting Reserve Sub-Account, the Reletting Reserve Escrow Account, the Operation and Maintenance Expense Sub-Account, the Operation and Maintenance Expense Escrow Account, the Curtailment Reserve Escrow Account, the Curtailment-Reserve Sub-Account, and all monies and investments deposited or to be deposited in such accounts; (i) all accounts receivable, contract rights, franchises, interests, estate or other claims, both at law and in equity, now existing or hereafter arising, and relating to the Premises, the Improvements, the Fixtures or the Equipment, not included in Rents;

(j) all now existing or hereafter arising claims against any Person with respect . to any damage to the Premises, the Improvements, the Fixtures or the Equipment, including, without limitation, damage arising from any defect in or with respect to the design or construction of the Improvements, the Fixtures or the Equipment and any damage resulting therefrom;

(k) all deposits or other security or advance payments, including rental payments now or hereafter made by or on behalf of Mortgagor to others, with respect to (i) insurance policies, (ii) utility services, (iii) cleaning, maintenance, repair or similar services, (iv) refuse removal or sewer service, (v) parking or similar services or rights and (vi) rental of Equipment, if any, relating to or otherwise used in the operation of the Premises, the Improvements, the Fixtures or the Equipment;

(l) all intangible property now or hereafter relating to the Premises, the Improvements, the Fixtures or the Equipment or its operation, including, without limitation, software, letter of credit rights, trade names, trademarks (including, without limitation, any licenses of or agreements to license trade names or trademarks noAV or hereafter entered into by Mortgagor), logos, building names and goodwill;

(m) all now existing or hereafter arising advertising material, guaranties, warranties, building permits, other permits,

licenses, plans and specifications, shop and working drawings, soil tests, appraisals and other documents, materials and/or personal property of any kind now or hereafter existing in or relating to the Premises, the Improvements, the Fixtures, and the Equipment;

(n) all now existing or hereafter arising drawings, designs, plans and specifications prepared by architects, engineers, interior designers, landscape designers and any other consultants or professionals for the design, development, construction, repair and/or improvement of the Property, as amended from time to time;

(o) the right, in the name of and on behalf of Mortgagor, to appear in and defend any now existing or hereafter arising action or proceeding brought with respect to the Premises, the Improvements, the Fixtures or the Equipment as set forth herein and to commence any action or proceeding to protect the interest of Lender in the Premises, the Improvements, the Fixtures or the Equipment as set forth herein;

(p) all agreements, grants of easements and/or rights-of-way, reciprocal easement agreements, permits, declarations of covenants, conditions and restrictions, disposition and development agreements, planned unit development agreements, management or parking agreements, party wall agreements or other instruments affecting the Property and all proceeds or income received with respect thereto; and

(q) all proceeds, products, substitutions and accessions (including claims and demands therefor) of each of the foregoing.

(r) all unearned premiums under insurance policies now or subsequently obtained by Mortgagor relating to the Premises or Improvements and Mortgagor's interest in and to all such insurance policies and all proceeds of any such insurance policies (including title insurance policies) including the right to collect and receive such proceeds, subject to the provisions relating to insurance generally set forth below; and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Premises or Improvements for the taking by eminent domain, condemnation or otherwise, of all or any part of the Premises or any servitude, easement or other right therein; and with respect to the proceeds referred to above, this Security Instrument is a collateral assignment thereof pursuant to Louisiana Revised Statutes 9:5386, et seq., whether such proceeds or any of them now exist or arise in the future, and the Mortgagor does hereby irrevocably make, constitute and appoint the Lender and the agents of the Lender as the true and lawful mandataries and attorneys-in-fact of Mortgagor to carry out and enforce all of the Mortgagor's right, title and interest in and to any or all of the proceeds hereby collaterally assigned. The collateral assignment herein made of the proceeds shall not be construed as imposing upon the Lender any obligations with respect thereto unless and until the Lender shall become the absolute owner thereof and the Mortgagor shall have been wholly dispossessed thereof.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **FORTY-THREE MILLION FIVE HUNDRED NINETY-FIVE THOUSAND FIVE HUNDRED AND XX / 100 (\$43,595,500.00) 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: April 11, 2019
May 09, 2019
ATTORNEY FOR PLAINTIFF:
G. Wogan Bernard
2300 Energy Centre, 1100 Poydras Street
New Orleans, LA 70163-2300
504-585-7000
SCSO-CIV-209-0402

Sheriff's Sale

SHERIFF'S SALE
SHERIFFS OFFICE
Suit No: (45) 85505-D
Date: Monday, February 25, 2019
ASI FEDERAL CREDIT UNION
VS
REGINALD D. JOHNSON
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, DECEMBER 18, 2018, 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, JUNE 12, 2019, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

Two CERTAIN PIECES OR PORTIONS OF GROUND, together with all the buildings and improvements thereon, rights, ways, privileges, servitudes and advantages! thereunto belonging or in anywise appertaining,

situated in the Parish of St. Charles, State of Louisiana, on the right bank of the Mississippi River, forming a part of a portion of the "PR. Vicknair Property" and divided into lots as will more fully appear by a map of survey made by H. E. Landry, Civil Engineer and Surveyor, dated April 1, 1909., and deposited in the Office of the Clerk of Court for reference; the said lot of ground herein is conveyed is designated as portions of Lot Number Twelve (12) and measures as follows:

The first portion measures thirty-six (36) feet front, by the same width in the rear, and by a depth of ninety-six (96') Feet between equal and parallel lines; the portion of Lot twelve (12) conveyed herein is bounded on the North by property of Pearl and Louis Bourgeois, on the South by the property sold by the Vendors, and the East by a thirty-eight (38') foot road belonging to P R. Vicknair or assigns, and on the West by property of the heirs! of Charles Bourgeois or assigns.

The second portion measures seventy-six (76') feet front, by the same width in the rear by a depth of ninety-six (96') feet between equal and parallel lines. The portion of Lot 12 herein conveyed is bounded on the north by the above described property sold by the Vendors south by Lot Number 13, east by thirty-eight (38') foot road belonging to P R. Vicknair or assigns, and on the west by property of the heirs of Charles Bourgeois or assigns.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **THIRTY-EIGHT THOUSAND FOURTEEN AND XX /100 (\$38,014.00) 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: May 09, 2019
June 06, 2019
ATTORNEY FOR PLAINTIFF:
J. D Morgan
2111 Quail Run Drive
Baton Rouge, LA 70808-4127
225-761-0001
SCSO-CIV-209-0402

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 85410-E
Date: Friday, April 5, 2019
DITECH FINANCIAL LLC
VS
MARTA Y. MORGAN AND CECIL J. MARKS
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: WEDNESDAY, NOVEMBER 28, 2018, in the above entitled and numbered cause, I shall proceed to sell at public auction at the front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, MAY 22, 2019, at 10:00 AM., to the last and highest bidder for cash, the following described property, to wit:

USED 1997 SOUTHERN ENERGY SOUTHERN ELITE MANUFACTURED HOME, BEARING MANUFACTURER'S SERIAL NUMBER SSDAL196193, 76 FEET IN LENGTH BY 16 FEET IN WIDTH

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **TEN THOUSAND NINE HUNDRED TWENTY-ONE AND 21 /100 (\$10,921.21) 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: May 09, 2019
ATTORNEY FOR PLAINTIFF:
Tabitha Mangano
1010 Common St., Ste 1810
New Orleans, LA 70112
504-581-9444
SCSO-CIV-209-0402

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 85013-E
Date: Thursday, April 11, 2019
HARLEY-DAVIDSON CREDIT CORP. AS ASSIGNEE OF EAGLE-MARK SAVINGS BANK VS
ALBEN P. COOPER, JR.
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, AUGUST 16, 2018, in the above entitled and numbered cause, I shall proceed to sell at public auction at the front door of

the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, MAY 22, 2019, at 10:00 AM., to the last and highest bidder for cash, the following described property, to wit:

2015 RED HARLEY-DAVIDSON FLSTC HERITAGE SOFTAIL CLASSIC BEARING VEHICLE IDENTIFICATION NUMBER 1HD1B-WV10FB037614

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **TWENTY-FOUR THOUSAND ONE HUNDRED NINETY-TWO AND 04 / 100 (\$24,192.04) 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: May 09, 2019
ATTORNEY FOR PLAINTIFF:
LAURA A. GULIUZO
3501 NORTH CAUSEWAY BLVD., STE 800
METAIRIE, LA 70002
504-838-7747
SCSO-CIV-209-0402

Public Notice

ORDINANCES AND RESOLUTIONS INTRODUCED FOR PUBLIC HEARING BY THE ST. CHARLES PARISH COUNCIL, ON MONDAY, MAY 20, 2019, 6:00 P.M., COUNCIL CHAMBERS, PARISH COURTHOUSE, 15045 RIVER ROAD, HAHNVILLE:

2019-0140 (5/6/19, Cochran, C. Faucheux)
An ordinance to approve and authorize the execution of a professional service contract with Murray Architects for providing all necessary professional architectural services for a new building at the Public Works Department's West Bank Yard in Hahnville. (Parish Project Number P190401).

2019-0141 (5/6/19, Cochran, C. Faucheux)
An ordinance to approve and authorize the execution of a twelve (12) month Lease Contract Renewal between Satellite Shelters (LESSOR) and St. Charles Parish Public Works (LESSEE) for Contract number RO319076. The lease of a fifty foot (50') by fifty-six foot (56') modular building used as the office at the West Bank Public Works Yard, 166 Scorpio Ln, Hahnville, LA 70057. Public Works is seeking to have a permanent structure constructed that would allow for our staff to safely stay during storm events, and this renewal is necessary in the interim.

2019-0142 (5/6/19, Cochran, R. Brou)
An ordinance to approve and authorize the execution of a contract with Ashley Savarino Unlimited Construction LLC for the Water Tower Demolition (Project No. WWKS 95) in the amount of \$167,500.00.

2019-0143 (5/6/19, Cochran, R. Brou)
An ordinance to approve and authorize the execution of a contract for Engineering Services between Shread-Kuyrkendall & Associates, Inc. and St. Charles Parish for necessary professional engineering services associated with the East Bank Transmission Line Repair/Replacement (WWKS 101).

2019-0144 (5/6/19, Cochran, M. Albert)
An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from O-L and C-3 to M-1 on portions of Lots 1, 2, 3, and 4, John Lambert Tract as requested by Renton Properties, LLC.

PUBLISH: May 9, 16, 2019

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