



St. Bernard Parish Council

8201 West Judge Perez Drive Chalmette, Louisiana, 70043
(504) 278-4228 Fax (504) 278-4209
www.sbpsg.net

#31

Kerri Callais
*Councilmember
at Large*

Richard "Richie" Lewis
*Councilmember
at Large*

Gillis McCloskey
*Councilmember
District A*

Nathan Gorbaty
*Councilmember
District B*

Howard Luna
*Councilmember
District C*

Wanda Alcon
*Councilmember
District D*

Manuel "Monty" Montelongo III
*Councilmember
District E*

Roxanne Adams
Clerk of Council

EXTRACT OF THE OFFICIAL PROCEEDINGS OF THE COUNCIL OF THE PARISH OF ST. BERNARD, STATE OF LOUISIANA, TAKEN AT A REGULAR MEETING HELD IN THE AUDITORIUM OF THE FREDERICK SIGUR CENTER, 8245 WEST JUDGE PEREZ DRIVE, CHALMETTE, LOUISIANA ON TUESDAY, OCTOBER 15, 2019 AT THREE O'CLOCK P.M.

On motion of Mr. McCloskey, seconded by Ms. Callais, it was moved to adopt the following ordinance:

ORDINANCE SBPC #2209-10-19

Summary No. 3766

Introduced by: Administration on 10/1/19
Public Hearing held on 10/15/19

AN ORDINANCE TO AUTHORIZE THE PARISH PRESIDENT TO ACCEPT THE DONATION OF A PORTION OF LOT AP-5 OF THE AIRPORT TRACT IN SECTIONS 64, 76, AND 34, TOWNSHIP 12 SOUTH, RANGE 12 EAST, ST. HELENA MERIDIAN, PARISH OF ST. BERNARD, STATE OF LOUISIANA, FROM THE ARLENE AND JOSEPH MERAUX CHARITABLE FOUNDATION AND TO EXECUTE ANY NECESSARY DOCUMENTS FOR THE DONATION, INCLUDING THE MERAUX FOUNDATION ACKNOWLEDGEMENT AGREEMENT.

WHEREAS, the Arlene and Joseph Meraux Charitable Foundation wishes to donate a portion of Lot AP-5 of the Airport Tract in Sections 64, 76, and 34, Township 12 South, Range 12 East, St. Helena Meridian, Parish of St. Bernard, State of Louisiana to St. Bernard Parish Government for the purposes of building the Chenier Nature Trail. This donation is predicated on the securing of a Land and Water Conservation Grant for the Chenier Nature Trail, a bike and walking trail, and the donation is intended as matching funds for the grant; and,

WHEREAS, it is in the best interest of St. Bernard Parish to accept this donation.

ST. BERNARD PARISH COUNCIL DOES HEREBY ORDAIN:

SECTION 1. The properties described as a portion of Lot AP-5 of the Airport Tract in Sections 64, 76, and 34, Township 12 South, Range 12 East, St. Helena Meridian, Parish of St. Bernard, State of Louisiana, starting at a point of beginning using Louisiana South State Plane Coordinate System 1983 having an x value of 3,709,344 feet and a y value of 532,977.7 feet, head North 65° 47' 12" West for a distance of 604.4 feet, thence making a curve heading right for a distance of 96.5 feet with a radius of 2,834.58 feet, thence head North 24° 12' 46" East for a distance of 2,715.69 feet, thence South 67° 48' 29" East for a distance of 679.7 feet, thence South 24° 17' 15" West for a distance of 2742.26 feet, to the



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Page -2

Extract #31 continued
October 15, 2019

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point of beginning, measuring a total of 45.23 acres, as shown on a survey by Estopinal Surveying and Engineering, Inc. dated August 25, 2004, and approved by the St. Bernard Planning Commission under Resolution PC-R-26-04, dated September 28, 2004, and registered in COB 765, folio 268 on October 6, 2004. Further, Lot AP-5 was donated by J&A Meraux, Inc., along with the remainder of the Airport Tract excluding Lots AP-1 through AP-3, to the Arlene and Joseph Meraux Charitable Foundation by Act of Donation executed on March 13, 2007, before Becky R. Cieutat, N.P., and registered on March 15, 2007, in COB 827, folio 140, which is attached hereto as Exhibit A. This property referred to hereinafter in this ordinance as "THE PROPERTY". A servitude, not shown on a survey by Estopinal Surveying and Engineering, INC., dated August 25, 2004, shall be established to provide the Meraux Foundation access to AP-3, AP-4, and the remaining portion of AP-5. The servitude shall measure 70 feet by 2715.69 feet adjacent to the eastern bank of the Meraux Ditch No. 2.

SECTION 2. The St. Bernard Parish Council hereby authorizes the Parish President to accept the donation of THE PROPERTY, from the Arlene and Joseph Meraux Charitable Foundation and to execute the Act of Donation (Exhibit B) and any necessary documents necessary to effectuate the donation, including the Meraux Foundation Acknowledgement Agreement (Exhibit C).

SECTION 3. Effective Date. This Ordinance shall become effective immediately upon authorizing signature by the Parish President. In the event of a presidential veto, this Ordinance shall become effective upon a two-thirds favorable vote of the total membership of the Council pursuant to Sections 2-11 and 2-13 of the St. Bernard Parish Home Rule Charter.

SECTION 4. Severability. If any section, clause, paragraph, provision or portion of this ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect any other section, clause, paragraph, provision or portion of this Ordinance, the St. Bernard Parish Council hereby expresses and declares that it would have adopted the remaining portion of this Ordinance with the invalid portions omitted.

The above and foregoing having been submitted to a vote, the vote thereupon resulted as follows:

YEAS: McCloskey, Gorbaty, Alcon, Callais

NAYS: None



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Page -3

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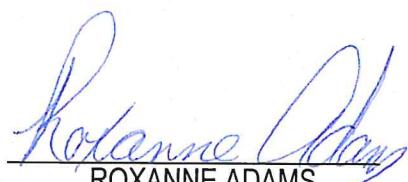
Manuel "Monty" Montelongo III
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Roxanne Adams
Clerk of Council

ABSENT: Luna, Montelongo

The Council Chair, Mr. Lewis, cast his vote as **YEA**.

And the motion was declared **adopted** on the 15th day of October, 2019.



ROXANNE ADAMS
CLERK OF COUNCIL

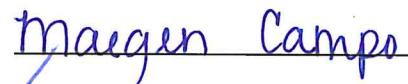


RICHARD "RICHIE" LEWIS
COUNCIL CHAIR

Delivered to the Parish President

10/17/19 9:45am
Date and Time

Received by



Approved

Vetoed



Parish President

Guy McInnis

Returned to Clerk of the Council

10/17/19 11:30am
Date and Time

Received by

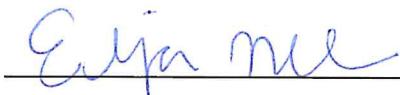


EXHIBIT A

DONATION PARCEL

THAT CERTAIN PARCEL OR LOT OF GROUND, AND ALL THE BUILDINGS AND IMPROVEMENTS THEREON, TOGETHER WITH ALL THE RIGHTS WAYS, PRIVILEGES, SERVITUDES, AND ADVANTAGES, THEREUNTO BELONGING OR IN ANY-WISE APPERTAINING, BEING A PORTION OF LOT AP-5 OF THE AIRPORT TRACT RECENTLY APPRAISED AT \$591,000, IN SECTIONS 64, 76, AND 34, TOWNSHIP 12 SOUTH, RANGE 12 EAST, ST. HELENA MERIDIAN, PARISH OF ST. BERNARD, STATE OF LOUISIANA,

STARTING AT A POINT OF BEGINNING USING LOUISIANA SOUTH STATE PLANE COORDINATE SYSTEM 1983 HAVING AN X VALUE OF 3,709,344 FEET AND A Y VALUE OF 532,977.7 FEET, HEAD NORTH 65° 47' 12" WEST FOR A DISTANCE OF 604.4 FEET,

THENCE MAKING A CURVE HEADING RIGHT FOR A DISTANCE OF 96.5 FEET WITH A RADIUS OF 2,834.58 FEET,

THENCE HEAD NORTH 24° 12' 46" EAST FOR A DISTANCE OF 2,715.69 FEET,

THENCE SOUTH 67° 48' 29" EAST FOR A DISTANCE OF 679.7 FEET,

THENCE SOUTH 24° 17' 15" WEST FOR A DISTANCE OF 2742.26 FEET, TO THE POINT OF BEGINNING.

MEASURING A TOTAL OF 45.23 ACRES, AS SHOWN ON A SURVEY BY ESTOPINAL SURVEYING AND ENGINEERING, INC., DATED AUGUST 25, 2004, AND APPROVED BY THE ST. BERNARD PLANNING COMMISSION UNDER RESOLUTION PC-R-26-04, DATED SEPTEMBER 28, 2004, AND REGISTERED IN COB 765, FOLIO 268 ON OCTOBER 6, 2004.

FURTHER, LOT AP-5 WAS DONATED BY J&A MERAUX, INC., ALONG WITH THE REMAINDER OF THE AIRPORT TRACT EXCLUDING LOTS AP-1 THROUGH AP-3, TO THE ARLENE AND JOSEPH MERAUX CHARITABLE FOUNDATION BY ACT OF DONATION EXECUTED ON MARCH 13, 2007, BEFORE BECKY R. CIEUTAT, N.P., AND REGISTERED ON MARCH 15, 2007, IN COB 827, FOLIO 140.

A SERVITUDE, NOT SHOWN ON A SURVEY BY ESTOPINAL SURVEYING AND ENGINEERING, INC., DATED AUGUST 25, 2004, SHALL BE ESTABLISHED TO PROVIDE THE MERAUX FOUNDATION ACCESS TO AP-3, AP-4, AND THE REMAINING PORTION OF AP-5. THE SERVITUDE SHALL MEASURE 70 FEET BY 2715.69 FEET ADJACENT TO THE EASTERN BANK OF THE MERAUX DITCH NO. 2.

Acknowledgement Agreement

1. **Acknowledgment.** St. Bernard Parish Government ("SBPG") and the Arlene and Joseph Meraux Charitable Foundation (the "Foundation") agree to acknowledge the foregoing donation (the "Donation") for the *Chenier Nature Trail* (the "Facility") as set forth herein.
2. **Publicity.** SBPG will develop and disseminate a joint press release drafted in cooperation with and subject to approval by the Foundation to publicize the Donation. Anytime the Facility is described in marketing materials, on the official website(s), and in all press releases, the Foundation will be acknowledged for the Donation, as appropriate, as determined in cooperation with and subject to approval by the Foundation.
3. **Logo Placement.** The Foundation logo must be included on all collateral material (*i.e.*, brochures, programs, flyers) pertaining to publicity of the Donation and/or the opening of the Facility, including but not limited to groundbreaking and ribbon cutting, as applicable.
4. **Signage.** The Foundation will be entitled to have certain signage or other forms of exposure placed in, on, and around the Facility (the "Signage"). The appearance and location of all Signage will be mutually agreed upon by SBPG and the Foundation. The Parties agree to work together and cooperate in good faith in connection with the design, approval, preparation, production, mounting and installing of the Signage. SBPG agrees to use commercially reasonable efforts to have all Signage prepared, produced, mounted and installed no later than the grand opening of the Facility.
5. **Special Events and Press Conferences.** The Foundation has the right to be recognized and included in the speaking program for any special event or press conference related to the Facility (*i.e.*, ribbon cutting, groundbreaking, media event). SBPG will notify the Foundation of any special event or press conference prior thereto to allow sufficient time to coordinate and plan the Foundation's involvement.
6. **Naming.** SBPG agrees to not name the facility for any person(s) or entity(ies) without the prior approval of the Foundation.

DONEE:

**St. Bernard Parish Government, by its
President, Guy McInnis**

DONOR:

**Rita O. Gue – President of the Arlene and
Joseph Meraux Charitable Foundation**

STATE OF LOUISIANA

PARISH OF ST. BERNARD

ACT OF DONATION

BE IT KNOWN, That on the day and dates hereinafter provided;

BEFORE US, the undersigned Notaries Public, duly commissioned and qualified in and for the State and the Parish hereinafter provided, and in the presence of the undersigned witnesses, personally came and appeared:

ARLENE AND JOSEPH MERAUX CHARITABLE FOUNDATION, a non-profit corporation organized under the laws of the State of Louisiana, whose address is 5128 East St. Bernard Highway, Violet, Louisiana 70092, appearing herein by and through Rita O. Gue, its President and duly authorized representative (the "Donor")

and

ST. BERNARD PARISH GOVERNMENT, a political subdivision of the State of Louisiana organized pursuant to and in accordance with La. R .S. 46:1051, et. Seq., whose address is 8201 W. Judge Perez Dr., Chalmette, LA 70043, appearing herein by and through its President Guy McInnis and duly authorized representative (the "Donee").

who declared unto me, Notary, that:

WHEREAS, the Donor desires to donate its interest in the Property (as hereinafter defined) to Donee for use as a bike and walking trail for St. Bernard Parish, to serve a charitable purpose in accordance with IRS regulations relating to Donor's 501(c)(3) status, subject to the terms and conditions set forth in this Act of Donation; and

WHEREAS, the Donee desires to accept the Donor's donation of its interest in the Property, subject to the terms and conditions set forth in this Act of Donation; and

NOW THEREFORE, in consideration of the foregoing and other consideration set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, covenant and agree as follows;

1. **Donation.** Donor by these presents hereby irrevocably donates, conveys, transfers, sets over and delivers to Donee, subject to the stipulation set forth hereafter, all of Donor's right, title and interest in and to the property more fully described in Exhibit "A", attached hereto and made a part hereof, together with all fixtures and all other component parts appurtenant to any of the foregoing and further including all rights, ways, privileges, servitudes, appurtenances and advantages thereupon belonging (the "Property").

TO HAVE AND TO HOLD the Property unto Donee, its successors and assigns, in full ownership forever free from any lien, mortgage, privilege, or encumbrance.

THE PROPERTY conveyed herein is being donated “as is, where is”, without any warranty whatsoever with respect to the condition of the Property or any of its component parts, and without any warranty whatsoever with respect to fitness of the Property for any particular or general use or purpose, soil conditions, zoning or other use restrictions, or any environmental matters. Donee has inspected the Property and is satisfied with its current conditions. Donor and Donee jointly acknowledge and agree that the foregoing waivers and disclaimers are of the essence of the transaction and the same would not otherwise have been entered into or consummated.

2. Acceptance. Donee hereby accepts Donor’s donation of the Property to Donee.
3. Reservation of Mineral Rights. Donor reserves unto itself, its successors and assigns, and excepts from this Act of Donation, all of the oil, gas, and other minerals in, under and which may be produced from the Property, it being understood, however, that Donor, its successors and assigns, shall have the right to produce oil, gas and other minerals in, under and from the Property by the use of directional drilling methods only, provided, however that said directional drilling has no adverse impact on the improvements to be constructed on the Property; and thus Donor hereby waives services rights. Further, this Act of Donation is subject to any and all existing oil, gas and mineral leased.
4. Use. The parties hereto agree the property is to be used for the construction of a Chenier Nature Trail, a bike and walking trail, specifically for public use.

If the Donee fails to use the donated property for the express purposes for which this Donation is made by Donor, Donor shall have the right to demand the return of the donated property pursuant to La. Civ. C. articles 1526 et seq., as amended, free of any alienations, leased or encumbrances made by Donee or its successors after the Donation. In the event that the return of the Property cannot be effected, then Donee or its successors shall be required to compensate Donor for the fair market value of the Property.

5. The parties hereto waive the production of tax, mortgage, conveyance and other certificates and relieve and release me, Notary from any and all responsibility and/or liability in connection therewith.
6. The parties hereto agree and acknowledge that the undersigned Notary has not been required to examine title to the Property conveyed herein, or render an opinion of title with respect thereto, and hereby relieve and release the undersigned Notary from any and all responsibility or liability in connection therewith.

7. Each person signing this Act of Donation warrants that he/she has full authority to do so and further if the party executes this Act of Donation on behalf of the nonprofit corporation and/or political subdivision, this Act of Donation is binding as to the nonprofit corporation and/or political subdivision.
8. Donee and Donor acknowledge that the Property needs to be resubdivided from a larger tract of Donor and that resubdivision must be approved and accepted by the appropriate St. Bernard Parish governing authority. Pursuant to LA R. S. 33:114 (B) (1), Donor and Donee further agree that the transfer of property shall be subject to compliance with the laws, ordinances and regulations relative to the development of subdivision in St. Bernard Parish, Louisiana. Donee agrees to bear the expense of the resubdivision.
9. Donor hereby reserves the following described property as a servitude for access, utilities and other necessary functions commencing approximately 534.41 feet from the southeast corner of the Property and measuring 70 feet front on Patricia Street, the same in width in the rear along the 40 Arpent Canal Right of way and approximately 2715.69 feet between equal and parallel lines. The location of this servitude is to be shown on the plan of resubdivision for the Property.

Separate Signature Page to Immediately Follow

THUS, DONE AND PASSED by Rita O. Gue in the presence of the undersigned competent witnesses and me, Notary Public, in the Parish of St. Bernard, Louisiana, all of whom sign on this _____ day of _____ 2019, after due reading of the whole.

WITNESSES:

DONOR:

Printed Name

Rita O. Gue – President of the Arlene and Joseph Meraux Charitable Foundation

Signature

Printed Name

Signature

NOTARY PUBLIC SIGNATURE

PRINTED NAME

BAR ROLL NO./NOTARY NO.

THUS, DONE AND PASSED by the authorized representative of St. Bernard Parish Government, in the presence of the undersigned competent witnesses and me, Notary Public, in the Parish of St. Bernard, Louisiana, all of whom sign on this _____ day of _____, 2019 after due reading of the whole.

WITNESSES:

DONEE:

Printed Name

St. Bernard Parish Government, by its President, Guy McInnis

Signature

Printed Name

Signature

NOTARY PUBLIC SIGNATURE

PRINTED NAME

BAR ROLL NO./NOTARY NO.