



St. Bernard Parish Council

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

#20

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 COUNCIL CHAMBERS OF THE ST. BERNARD PARISH GOVERNMENT COMPLEX, 8201 WEST JUDGE PEREZ DRIVE, CHALMETTE, LOUISIANA ON WEDNESDAY, NOVEMBER 4, 2020 AT SEVEN O'CLOCK P.M.

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

ORDINANCE SBPC #2278-11-20

Summary No. 3850

Introduced by: Administration on 10/20/20
Public hearing held on 11/4/20

AN ORDINANCE TO AUTHORIZE THE PARISH PRESIDENT TO ACCEPT THE DONATION OF LOTS 10 AND 11 SQ. A-B ARABI SUBDIVISION, PARISH OF ST. BERNARD, STATE OF LOUISIANA, FROM ARTIFY, LLC/THE ARLENE AND JOSEPH MERAUX CHARITABLE FOUNDATION AND TO EXECUTE ANY NECESSARY DOCUMENTS FOR THE DONATION, INCLUDING THE MERAUX FOUNDATION ACKNOWLEDGEMENT AGREEMENT.

WHEREAS, Artify, LLC wishes to donate LOTS 10 AND 11 SQ. A-B ARABI SUBDIVISION, PARISH OF ST. BERNARD, STATE OF LOUISIANA, to St. Bernard Parish Government for the purposes of building a shared parking lot; 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 LOTS 10 AND 11 SQ. A-B ARABI SUBDIVISION, PARISH OF ST. BERNARD, STATE OF LOUISIANA,

TWO CERTAIN LOTS OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Bernard, State of Louisiana, in Square "A-B" Arabi Subdivision, said square being bounded by St. Claude Avenue, Mehle Street, Morales Street and Tennobrach (late Esteban) Street, and in accordance with Plan of Resubdivision made by E.I. Estopinal, C.E., dated April 15, 1965, revised August 7, 1969 and March 2, 1970, and registered on April 30, 1970 in COB 106, folio 256, Parish of St. Bernard, Louisiana said lots are designated as Lots 10 and 11, adjoin each other at their rear line, and measure as follows:



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Extract #20 continued
November 4, 2020

Richard "Richie" Lewis
*Councilmember
at Large*

Gillis McCloskey
*Councilmember
District A*

Joshua "Josh" Moran
*Councilmember
District B*

Howard Luna
*Councilmember
District C*

Wanda Alcon
*Councilmember
District D*

Fred Everhardt, Jr.
*Councilmember
District E*

Roxanne Adams
Clerk of Council

Lot 10 commences at a distance of 150 feet from the corner of St. Claude Avenue and Mehle Street and measures thence 65 feet front on Mehle Street same width in the rear, by a depth of 100.37 feet between equal and parallel lines.

Lot 11 commences at a distance of 150 feet from the corner of St. Claude Avenue and Tennobrach (late Esteban) Street and measures thence 65 feet front on Tennobrach (late Esteban) Street, same width in the rear, by a depth of 100.38 feet between equal and parallel lines.

SECTION 2. The St. Bernard Parish Council hereby authorizes the Parish President to accept the donation of THE PROPERTY, from Artify, LLC and to execute the Act of Donation and any necessary documents necessary to effectuate the donation, including the Meraux Foundation Acknowledgement Agreement.

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, Moran, Luna, Alcon, Everhardt, Lewis

NAYS: None

ABSENT: None

The Council Chair, Ms. Callais, cast her vote as **YEA**.

And the motion was declared **adopted** on the 4th day of November, 2020.



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Extract #20 continued
November 4, 2020

Kerri Callais
Councilmember
at Large

Richard "Richie" Lewis
Councilmember
at Large

Gillis McCloskey
Councilmember
District A

Joshua "Josh" Moran
Councilmember
District B

Howard Luna
Councilmember
District C

Wanda Alcon
Councilmember
District D

Fred Everhardt, Jr.
Councilmember
District E

Roxanne Adams
Clerk of Council

Roxanne Adams
ROXANNE ADAMS
CLERK OF COUNCIL

Kerri Callais
KERRI CALLAIS
COUNCIL CHAIR

Delivered to the Parish President

11/6/2020 9:45am
Date and Time

Received by

Magen Kelley

Approved

✓

Vetoed

Guy McInnis
Guy McInnis

Parish President

Returned to Clerk of the Council

11/12/2020 9:15am
Date and Time

Received by

Donna Salouy

| | | |
|--------------------------------------|---|---------------------------------|
| ACT OF DONATION | * | UNITED STATES OF AMERICA |
| | * | |
| BY | * | |
| | * | |
| ARTIFY, LLC | * | STATE OF LOUISIANA |
| | * | |
| | * | |
| TO | * | |
| | * | PARISH OF ST. BERNARD |
| | * | |
| ST. BERNARD PARISH GOVERNMENT | * | |
| | * | |

* * * * *

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/County hereinafter provided, and in the presence of the undersigned witnesses:

ARTIFY, LLC, a Louisiana Limited Liability Company organized and existing under the laws of the State of Louisiana, herein represented by its duly authorized Member/ Agent, (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 West Judge Perez Drive, Chalmette, Louisiana 70043, appearing herein by and through Guy McInnis, its President and duly authorized representative, pursuant to an Ordinance SBPC# 2002-09-17, filed September 12, 2017 and registered in COB 1154, folio 1, (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 _____ for St. Bernard Parish residents; 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 on Exhibit "A", attached hereto and made a part hereof, together with all other buildings and improvements now or hereafter situated thereon, 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. Donor and Donee stipulate and agree that the estimated value of the Property is _____ and 00/100s (\$_____ 00.00) Dollars.

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 or 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 surface rights. Further, this Act of Donation is subject to any and all existing oil, gas and mineral leases.

4. Use. The parties hereto agree the property is to be used for:

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 CC Articles 1532 and 1533, as amended, free of any alienations, leases 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.

[Separate Signature Page to Immediately Follow.]

THUS DONE AND PASSED, in St. Bernard, Louisiana, in the presence of the undersigned competent witnesses, who hereunto sign their names with said appearers and me, Notary, after due reading of the whole, this _____ day of _____, 2019.

WITNESSES:

DONOR:

Artify, LLC

By: Arlene and Joseph Meraux Charitable
Foundation, Manager

Name: _____

By: Floyd E. Gue
Title: Authorized Representative

Name: _____

NOTARY PUBLIC

THUS DONE AND PASSED, in St. Bernard, Louisiana, in the presence of the undersigned competent witnesses, who hereunto sign their names with said appearers and me, Notary, after due reading of the whole, this _____ day of _____, 2019.

WITNESSES:

DONEE:

ST. BERNARD PARISH GOVERNMENT

Name: _____

By: Guy McInnis
Title: President

Name: _____

NOTARY PUBLIC

Exhibits "A" – Property Description
Resolution

Exhibit "A"

Property Description

TWO CERTAIN LOTS OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Bernard, State of Louisiana, in **Square "A-B" Arabi Subdivision**, said square being bounded by St. Claude Avenue, Mehle Street, Morales Street and Tennobrach (late Esteban) Street, and in accordance with Plan of Resubdivision made by E.I. Estopinal, C.E., dated April 15, 1965, revised August 7, 1969 and March 2, 1970, and registered on April 30, 1970 in COB 106, folio 256, Parish of St. Bernard, Louisiana said lots are designated as **Lots 10 and 11**, adjoin each other at their rear line, and measure as follows:

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RESOLUTION

[attached]