



# *St. Bernard Parish Council*

8201 West Judge Perez Drive    Chalmette, Louisiana, 70043  
(504) 278-4228    Fax (504) 278-4209  
[www.sbpj.net](http://www.sbpj.net)

**#30**

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 TUESDAY, AUGUST 3, 2021 AT SEVEN O'CLOCK P.M.

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

## **ORDINANCE SBPC #2347-08-21**

### **Summary No. 3918**

Introduced by: Administration on 7/20/21

Public Hearing held on 8/3/21

AN ORDINANCE EXTENDING A TEMPORARY WORK AREA SERVITUDE GRANTED TO THE LAKE BORGNE BASIN LEVEE DISTRICT, AS DESCRIBED IN EXHIBIT "A", FOR FLOOD PROTECTION IMPROVEMENTS.

ST. BERNARD PARISH COUNCIL DOES HEREBY ORDAIN:

**WHEREAS**, the Parish Council believes it to be in the best interest of the citizens of St. Bernard Parish and St. Bernard Parish Government to extend a temporary work area servitude granted to the Lake Borgne Basin Levee District for flood protection improvements.

**SECTION 1.** The St. Bernard Parish Council hereby approves an extension of the temporary work area servitude granted to the Lake Borgne Basin Levee District as described in attachment "A".

**SECTION 2.** 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 3.** 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 portions of this Ordinance with the invalid portions omitted.

**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



# St. Bernard Parish Council

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Extract #30 continued  
August 3, 2021

**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

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


**YEAS:** McCloskey, Moran, Luna, Alcon, Everhardt

**NAYS:** None

**ABSENT:** Callais

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

And the motion was declared **adopted** on the 3<sup>rd</sup> day of August, 2021.

  
ROXANNE ADAMS  
CLERK OF COUNCIL

  
RICHARD "RICHIE" LEWIS  
COUNCIL CHAIR

Delivered to the Parish President

8/6/21 2:30pm  
Date and Time


Received by

Maegen Kelley

Approved 

Vetoed

Parish President

  
Guy McInnis

Returned to Clerk of the Council

8/10/21 12:40pm  
Date and Time

Received by

Louisa Calamy

## **TEMPORARY WORK AREA SERVITUDE**

### **Extension**

**STATE OF LOUISIANA**

**PARISH OF ST. BERNARD**

Mississippi River Levees and Tributaries,  
Mississippi River Levees,  
East Bank Levee,  
Lake Borgne Basin Levee District,  
Lake Borgne Seepage Control,  
B/L Station 437+00 to B/L Station 448+00  
Parcel 8 – St. Bernard Parish Government

**BE IT KNOWN** that on the dates hereinafter shown, but effective as of the date of execution hereof by Grantor, before the undersigned Notaries Public and the undersigned competent witnesses, personally came and appeared:

ST. BERNARD PARISH GOVERNMENT, a political subdivision of the State of Louisiana, represented herein by and appearing through Guy S. McInnis, its duly authorized Parish President, pursuant to the St. Bernard Parish Council Ordinance attached hereto as Exhibit B, and with a mailing address of 8201 W. Judge Perez Dr., Chalmette, LA 70043 (hereinafter referred to as “Grantor”);

who declared and acknowledged that, for and in consideration of the flood protection improvements to be constructed by Grantee pursuant to the Mississippi River Levees and Tributaries, Mississippi River Levees, East Bank Levee, Lake Borgne Basin Levee District, Lake Borgne Seepage Control, B/L Station 437+00 to B/L Station 448+00, St. Bernard Parish, Louisiana project (the “Project”), and the resultant benefits accruing to Grantor and the public at large, the full receipt and adequacy of which are hereby acknowledged by Grantor, who hereby grants full acquittance and discharge therefor, Grantor does hereby grant, transfer, assign, set over, and deliver unto:

LAKE BORGNE BASIN LEVEE DISTRICT, a political subdivision of the State of Louisiana, represented herein by and appearing through Kelli Chandler, its duly authorized Regional Director of the Southeast Louisiana Flood Protection Authority – East, with offices located at 6920 Franklin Avenue, New Orleans, LA 70122 (hereinafter referred to as “Grantee”);

here present, accepting, and acquiring for Grantee and Grantee’s heirs, successors, and assigns and acknowledging due delivery and possession thereof, all and singular, the below-described servitude over the following described property, to the extent of Grantor’s right, title, and interest therein:

Parcel 8:        The land depicted on the map attached hereto as Exhibit “A” and made a part hereof as “Parcel 8,” being a parcel of land on the flood

side of the Mississippi River Levee, to the extent of Grantor's ownership thereof.

The servitude granted hereby as to Parcel 8 is a Temporary Work Area Servitude, which is a temporary and assignable servitude, easement, and right of way in, on, over, and across Parcel 8 for two years beginning on May 1, 2021, for use by Grantee and its representatives, agents, contractors, and assignees as a work area, including the right to deposit fill, spoil, and waste material thereon, to move, store, and remove equipment and supplies, to erect and remove temporary structures on the land, and to perform any other work necessary and incident to the construction of the Project, together with the right to trim, cut, fell, and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right of way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads, and pipelines except as otherwise provided herein.

At completion of construction of the Project, Grantee shall return Parcel 8, based on its use thereof, to its condition immediately prior to initiation of the Project, free of any waste, spoil, or hazardous material or any other condition inconsistent with its original and continued use.

If any action of Grantee's employees or agents in the exercise of this servitude results in damage to the real property, Grantee will, at its option, either repair such damage or make an appropriate settlement with the Grantor. In no event shall such repair or settlement exceed the fair market value of the fee interest of the real property at the time immediately preceding such damage. The provisions of this paragraph are without prejudice to any rights Grantor may have to make a claim under applicable laws for any other damages than provided herein.

To the extent permitted by Louisiana law, Grantee shall indemnify and hold harmless Grantor and its members, officers, directors, employees, and agents against and from all costs, expenses, claims, demands, penalties, suits, fines, and actions of any kind and nature arising from use of this servitude by Grantee or its agents, employees, contractors, successors, assigns, or transferees and caused by the actions and fault of Grantee or its agents, employees, contractors, successors, assigns, or transferees, including any court costs and reasonable and actual litigation expenses and attorneys' fees. However, nothing herein shall be construed as indemnifying or holding Grantor or any third person not a party hereto harmless against the fault or negligence of any of them or their agents, employees, contractors, successors, assigns, and transferees. Grantee's indemnification obligations in this regard, including its obligations regarding attorney's fees, shall survive the expiration or termination of this servitude. In the event that Grantee assigns this servitude to the United States Army Corps of Engineers ("USACE"), the provisions of this paragraph shall not apply to USACE or its agents, employees, and contractors. However, Grantee shall remain liable for all terms, requirements, conditions, and representations herein, including but not limited to this paragraph.

This Temporary Work Area Servitude is subject to any right, title, interest, or claim of the State of Louisiana in relation to any of the real property affected hereby, including but not limited

to any water bottoms within the boundaries of such real property. Nothing herein affects or is intended to affect any such right, title, interest, or claim of the State of Louisiana.

This Temporary Work Area Servitude may be executed in one or more counterparts, and by different parties in separate counterparts, with the same effect as if all parties hereto had signed the same documents. All counterparts so executed and delivered shall be deemed to be a single original, shall be construed together, and shall constitute one agreement.

**THUS DONE, READ, AND SIGNED** by Grantor, before me, the undersigned Notary Public, duly commissioned and qualified in and for the Parish of St. Bernard, State of Louisiana, for the uses, benefits, purposes, and considerations expressed herein, in the presence of the undersigned competent witnesses, who have hereunto signed their names with the parties and me, Notary, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, after a due reading of the whole document.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_  
(sign)  
(print)

**GRANTOR:**  
**ST. BERNARD PARISH**  
**GOVERNMENT**

\_\_\_\_\_  
\_\_\_\_\_  
(sign)  
(print)

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(print name)  
(title)

\_\_\_\_\_  
**NOTARY PUBLIC**  
**Print Name:** \_\_\_\_\_  
**Notary ID/Bar Roll No.:** \_\_\_\_\_

**THUS DONE, READ, AND SIGNED** by Grantee, before me, the undersigned Notary Public, duly commissioned and qualified in and for the Parish of Orleans, State of Louisiana, for the uses, benefits, purposes, and considerations expressed herein, in the presence of the undersigned competent witnesses, who have hereunto signed their names with the parties and me, Notary, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, after a due reading of the whole document.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_  
(sign)  
(print)

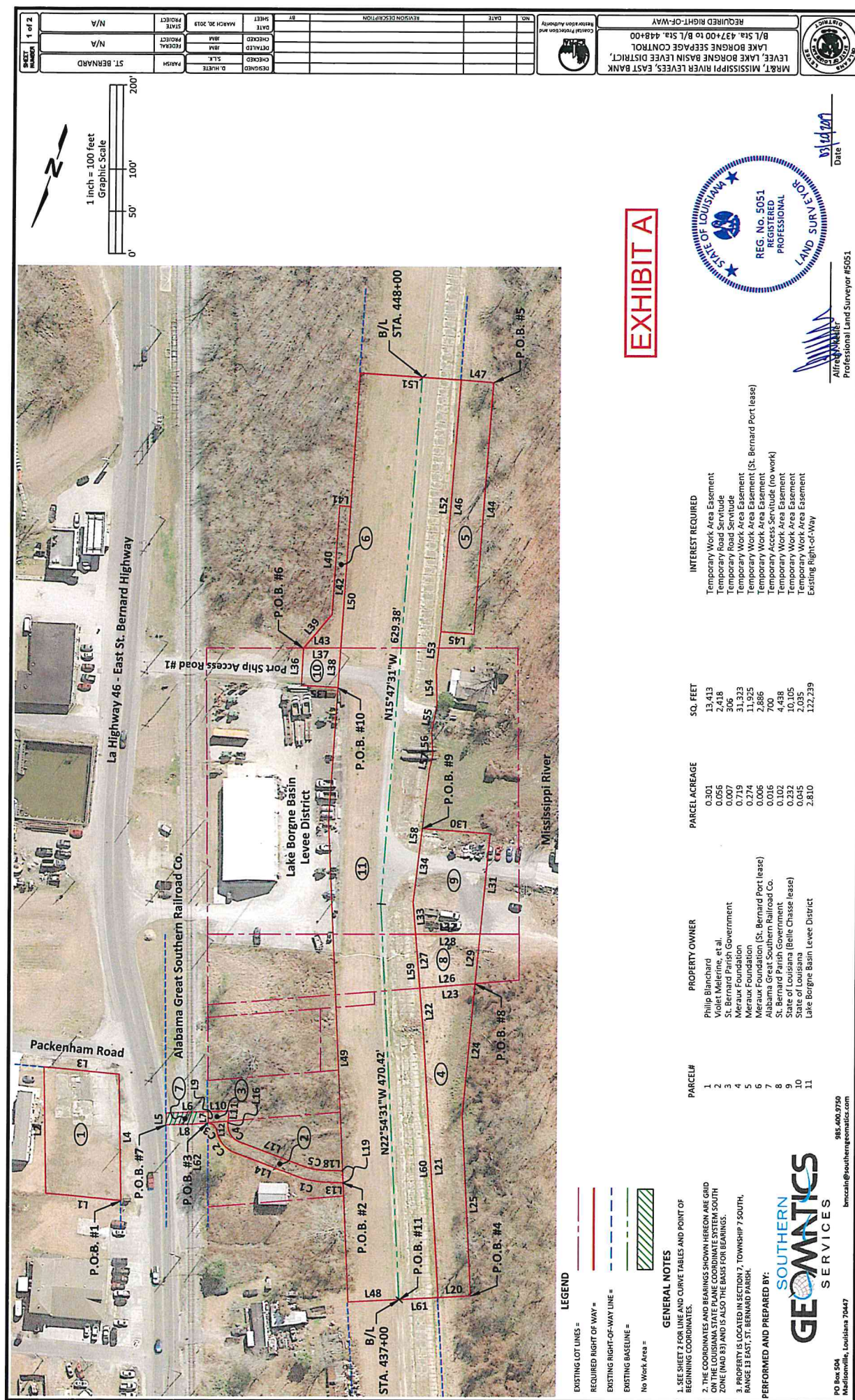
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\_\_\_\_\_  
(sign)  
(print)

**GRANTEE:**  
**LAKE BORGNE BASIN**  
**LEVEE DISTRICT,**  
**By its Board of Commissioners of the**  
**Southeast Louisiana Flood Protection**  
**Authority – East**

\_\_\_\_\_  
**Kelli Chandler**  
**Regional Director**

\_\_\_\_\_  
**NOTARY PUBLIC**  
**Print Name:** \_\_\_\_\_  
**Notary ID/Bar Roll No.:** \_\_\_\_\_





NO.	DATE	REVISION DESCRIPTION
1	03/20/2019	INITIAL DESIGN
2	03/20/2019	REVISED
3	03/20/2019	REVISED
4	03/20/2019	REVISED
5	03/20/2019	REVISED
6	03/20/2019	REVISED
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97	03/20/2019	REVISED
98	03/20/2019	REVISED
99	03/20/2019	REVISED
100	03/20/2019	REVISED

1 inch = 100 feet  
Graphic Scale

0' 50' 100' 200'

ST. BERNARD

N/A

N/A

1 of 2

DATE

03/20/2019

REG. NO. 5051

PROFESSIONAL

LAND SURVEYOR

Alfred A. Miller

Professional Land Surveyor #5051

MR&T, MISSISSIPPI RIVER LEVEES, EAST BANK

LEVEE, LAKE BORGNE BASIN LEVEE DISTRICT,

B/L STA. 437+00 TO B/L STA. 448+00

REQUIRED RIGHT-OF-WAY

NO.

DATE

REVISION DESCRIPTION

DESIGNED

D. HUNTER

03/20/2019

CHECKED

03/20/2019

PROJECT

03/20/2019

STATE

03/20/2019

PARISH

03/20/2019

EXHIBIT A

- INTEREST REQUIRED
- Temporary Work Area Easement
  - Temporary Road Servitude
  - Temporary Road Servitude
  - Temporary Work Area Easement
  - Temporary Work Area Easement
  - Temporary Work Area Easement
  - Temporary Work Area Easement
  - Temporary Work Area Easement
  - Temporary Work Area Easement
  - Existing Right-of-Way

SO. FEET	PARCEL ACREAGE
13,413	0.301
2,418	0.056
306	0.007
31,323	0.719
11,925	0.274
2,886	0.066
400	0.016
4,498	0.103
10,105	0.232
2,035	0.045
122,239	2.810

PROPERTY OWNER
Philip Blanchard
Violet Melierne, et al.
St. Bernard Parish Government
Meraux Foundation
Meraux Foundation (St. Bernard Port lease)
Meraux Foundation (St. Bernard Port lease)
St. Bernard Parish Government
State of Louisiana (Belle Chasse lease)
State of Louisiana
Lake Borgne Basin Levee District

PARCEL #
1
2
3
4
5
6
7
8
9
10
11

- GENERAL NOTES
- SEE SHEET 2 FOR LINE AND CURVE TABLES AND POINT OF BEGINNING COORDINATES.
  - THE COORDINATES AND BEARINGS SHOWN HEREON ARE GRID COORDINATES AND BEARINGS SYSTEM SOUTH ZONE (NAD 83) AND UTM ZONE 18N.
  - PROPERTY IS LOCATED IN SECTION 7, TOWNSHIP 7 SOUTH, RANGE 13 EAST, ST. BERNARD PARISH.



PO Box 504  
Madisonville, Louisiana 70447  
985.400.7750  
bmcad@southerngeomatics.com

LINE TABLE


NUMBER	DIRECTION	DISTANCE
L1	N75°21'44"E	90.00'
L2	S21°07'12"E	150.00'
L3	S75°21'44"W	90.00'
L4	N21°07'12"W	150.00'
L5	S20°31'47"E	14.00'
L6	S67°58'07"W	30.01'
L7	N20°31'47"W	14.00'
L8	N67°58'07"E	30.01'
L9	S20°33'45"E	13.19'
L10	S67°58'07"W	24.78'
L11	N15°41'07"W	12.17'
L12	N65°21'15"E	23.80'
L13	S65°21'15"W	23.80'
L14	S71°21'45"W	20.45'
L15	N69°20'17"W	78.98'
L16	N65°21'15"E	23.80'
L17	S15°41'07"E	3.32'
L18	S89°20'17"E	78.98'
L19	N71°21'45"E	19.48'
L20	S22°35'50"E	14.03'
L21	N67°05'29"E	38.77'
L22	S23°27'18"E	307.63'
L23	S24°48'17"E	60.75'
L24	S65°21'15"W	66.67'
L25	N14°32'23"W	157.52'
L26	N22°54'31"W	214.52'
L27	N65°21'15"E	66.67'
L28	S24°48'17"E	64.65'
L29	S69°48'04"W	77.50'
L30	N14°32'23"W	59.37'
L31	S74°12'29"W	81.75'
L32	N14°32'23"W	119.87'
L33	N69°48'04"E	77.50'
L34	S24°48'17"E	38.19'
L35	S13°06'41"E	88.18'
L36	N73°06'19"E	43.99'
L37	S16°53'41"E	44.72'
L38	S69°48'04"W	44.59'
L39	N16°15'04"W	47.29'
L40	N20°05'12"E	52.60'
L41	N16°17'36"W	129.38'
L42	N73°44'43"E	13.42'
L43	S16°15'04"E	168.68'
L44	S69°48'04"W	44.59'
L45	N15°47'31"W	300.32'
L46	N74°12'29"E	40.03'
L47	S15°40'10"E	300.32'
L48	S74°12'29"W	39.39'
L49	N67°05'29"E	62.01'
L50	S22°35'50"E	572.28'
L51	S16°15'04"E	548.65'
L52	S73°44'56"W	221.28'
L53	N15°40'10"W	300.32'
L54	N13°39'33"W	46.30'
L55	N21°19'29"W	41.53'
L56	N09°09'39"W	32.82'
L57	N22°54'03"W	27.40'
L58	N07°34'14"W	18.82'
L59	N13°16'01"W	158.00'
L60	N24°48'17"W	163.40'
L61	N23°27'18"W	307.63'
L62	N67°05'29"E	46.21'
L63	S20°33'45"E	0.82'

CURVE TABLE

NUMBER	RADIUS	ARC LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	R = 107.00'	A = 36.04'	CH = N81°00'44"E	CL = 55.87'
C2	R = 35.00'	A = 36.22'	CH = S59°41'39"E	CL = 34.62'
C3	R = 12.01'	A = 14.29'	CH = N67°37'52"W	CL = 13.47'
C4	R = 21.00'	A = 27.00'	CH = N52°30'42"W	CL = 25.17'
C5	R = 93.00'	A = 31.13'	CH = S81°00'44"W	CL = 31.18'

POINT OF BEGINNING TABLE

NUMBER	NORTHING	EASTING
1	512007.715'	3734404.001'
2	511896.418'	3734162.424'
3	511885.048'	3734338.545'
4	511970.025'	3733972.582'
5	510940.941'	3734323.167'
6	511315.821'	3734427.579'
7	511904.574'	3734384.631'
8	511618.954'	3734095.631'
9	511468.703'	3734372.493'
10	511345.828'	3734372.493'
11	512003.104'	3734050.857'

		MR&T, MISSISSIPPI RIVER LEVEES, EAST BANK LEVEE, LAKE BORGNE SEEPAGE CONTROL B/L Sta. 437+00 to B/L Sta. 448+00 REQUIRED RIGHT-OF-WAY	
DATE 03/20/2019		PROJECT ST. BERNARD	
DRAWN BY J. K. KETTER		CHECKED BY J. K. KETTER	
DESIGNED BY J. K. KETTER		PROJECT ST. BERNARD	