

ST. TAMMANY PARISH COUNCIL

ORDINANCE

ORDINANCE CALENDAR NO. 3039 ORDINANCE COUNCIL SERIES NO. 05-

COUNCIL SPONSOR MR. IMPASTATO PROVIDED BY: PRESIDENT/ LEGAL

INTRODUCED BY: MR. IMPASTATO SECONDED BY: MR. CANULETTE

ON THE 3<sup>RD</sup> DAY OF MARCH 2005

ORDINANCE TO AUTHORIZE THE PARISH OF ST. TAMMANY, THROUGH THE OFFICE OF THE PARISH PRESIDENT, TO ACQUIRE A RIGHT OF WAY FOR STRUCTURE IMPROVEMENT FOR THE LACOMBE BAYOU BRANCH ON LAKE ROAD. (WARD 7, DISTRICT 7)

WHEREAS, the Parish of St. Tammany wishes to acquire a right of way on Lake Road; and

WHEREAS, there is a need and purpose to acquire said right of way in order to protect the safety and welfare of its citizen by improving certain structures for the Lacombe Bayou Branch; and

WHEREAS, the Parish of St. Tammany hereby desires to acquire the right of way and authorizes the Office of the Parish President to do whatever is necessary to enter into negotiations and acquire said right of way.

THE PARISH OF ST. TAMMANY HEREBY RESOLVES to the Parish of St. Tammany, through the Office of the Parish President, to acquire a right of way for structure improvement for the Lacombe Bayou Branch on Lake Road.

That pursuant to all applicable provisions of law, the Office of the Parish President is directed and authorized to do whatever is necessary to acquire the right of way; and

That the Office of the Parish President is authorized and instructed to proceed with the acquisition of the right of way in a timely and orderly matter.

That the Office of the Parish President is authorized to exercise its discretion in acquiring this right of way, together with all agreements and all transactions necessary to carry out the intent of this Ordinance; and

That, the purchase price shall be ONE THOUSAND DOLLARS AND 00/CENTS (\$1,000.00).

REPEAL: All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SEVERABILITY: If any provision of this Ordinance shall be held to be invalid, such invalidity shall not affect other provisions herein which can be given effect without the invalid provision and to this end the provisions of this Ordinance are hereby declared to be severable.

EFFECTIVE DATE: This Ordinance shall become effective immediately or as per law, which ever is earlier.

# 11 off floor

RIGHT-OF-WAY SERVITUDE AGREEMENT

STATE OF LOUISIANA  
PARISH OF ST. TAMMANY

STATE PROJECT NO. 713-52-0102  
BRIDGE OVER: LACOMBE BAYOU BRANCH  
PARISH ROAD NAME: LAKE ROAD

BE IT KNOWN, that MABEL PENTON BOSCO (Mailing Address: 61236 Brittany Drive, Lacombe, Louisiana 70445; Social Security No. XXX-XX-\_\_\_\_\_) , ANGELO BOSCO, JR. (Mailing Address: 60112 Highway 434, Lacombe, Louisiana 70445; Social Security No. XXX-XX-\_\_\_\_\_) and NINA B. EGLI (Mailing Address: 61236 Brittany Drive, Lacombe, Louisiana 70445; Social Security No. XXX-XX-\_\_\_\_\_) , all persons domiciled in St. Tammany Parish, State of Louisiana, being hereinafter referred to as "Grantor-Landowner", in consideration of the benefits, uses and advantages accruing to Grantor-Landowner by reason of the replacement of the existing timber bridge, known as the BRIDGE OVER LACOMBE BAYOU BRANCH on LAKE ROAD in St. Tammany Parish to be constructed as State Project No. 713-52-0102, of the Off System Bridge Replacement Program by the St. Tammany Parish Council, and for and upon such other terms and conditions or considerations hereinafter expressed does hereby grant, transfer, assign, set over and deliver unto the St. Tammany Parish Council for use by the general public, herein represented by Kevin Davis, Parish President of St. Tammany Parish, accepting and acknowledging delivery and possession for the St. Tammany Parish Council, all and singular a Right-of-Way on, over and across the portion of the landowner's property described to wit:

The required construction Right-of-Way as shown on the Right-of-Way sketch prepared by Chenevert-Songy-Rodi-Soderberg, a copy of which is attached hereto and made a part hereof, obtained from the Grantor-Landowner for the construction of a drainage structure for the LACOMBE BAYOU BRANCH on LAKE ROAD, located in Section 1, Township 8 south, Range 12 East in St. Tammany Parish, for the purpose of replacing the existing timber bridge.

RIGHT-OF-WAY

More particularly described in metes and bounds as: Beginning at the metric stations 2+897.000, 6.100 meters right of the centerline of the proposed project, which is also a point on the apparent property line/existing Right-of-Way and POB; thence proceed N24°31'14"E a distance of 43.47 feet, to a corner (Station 2+910.000, 10.00 m rt.); thence proceed N05°54'36"E a distance of 213.07 feet, to a corner (Station 2+975.000, 8.000 m rt.); thence proceed N16°14'56"E a distance of 75.53 feet to a corner being the southern bank of the Lacombe Bayou Branch (Station 2+997.000, 12.000m rt.); thence proceed west along southern bank of Lacombe Bayou Branch to the apparent Right-of-Way and then along the apparent Right-of-Way to the POB.

It is expressly understood that this grant and transfer of the above described permanent servitude is made solely for the construction and maintenance of the said project and since the exact property lines are not shown and were not precisely determined at the site, that the landowner is hereby agreeing to grant and transfer that portion of required Right-of-Way which is located on the landowner's property. This servitude is also for such other purposes as may be authorized by the laws of the State of Louisiana and Parish of St. Tammany, and is conveyance of servitude across the lands hereinabove described and NOT a

conveyance of the full ownership thereto, and the Grantor-Landowner by these presents especially does not transfer any right to oil, gas and other minerals lying beneath the area herein subjected to said servitude for the Right-of-Way purposes, it being specifically understood, however, that while no exploration, drilling nor mining of gas or other minerals of any kind shall be conducted upon the area covered by said servitude, there may be directional drilling from adjacent lands to extract oil, gas or other minerals from under the area subject to said servitude.

It is understood and agreed that, in the construction and maintenance of said project, the St. Tammany Parish Council may move to or remove from the property herein described earth or other material in accordance with usual bridge construction and maintenance practices.

Grantor-Landowner acknowledges and agrees that the consideration provided herein constitutes full and final settlement for the permanent servitude herein granted and for any and all diminution in the value of Grantor-Landowner's remaining property as a result of the granting of this Right-of-Way for bridge replacement purposes.

It is expressly agreed and understood that Grantor-Landowner has been afforded the right and opportunity to obtain an appraisal of the subject property and does expressly waive the right and opportunity to have the subject property appraised. The compensation for the granting of said Servitude of Right-of-Way is the full sum of One Thousand and no/100 (\$1,000.00) Dollars, receipt of which is hereby acknowledged by Grantor-Landowner.

It is expressly and specifically agreed by and between all parties to this agreement that, while the St. Tammany Parish Council will attempt to secure donations of all needed Rights-of-Way for the proposed transportation improvement, if it finds it necessary to buy any portion of the Right-of-Way, such fact will not be available to any donor or vendor herein to revoke this transfer or otherwise change the conditions hereof.

IN TESTIMONY WHEREOF, the parties hereto have signed and executed and acknowledged this instrument as their free and voluntary acts, in duplicate originals in the presence of the undersigned competent witnesses, as of the \_\_\_\_\_ day of February, 2005.

WITNESSES:

GRANTOR-LANDOWNER

\_\_\_\_\_  
MABEL PENTON BOSCO

\_\_\_\_\_  
ANGELO BOSCO, JR.

\_\_\_\_\_  
NINA B. EGLI

IN TESTIMONY WHEREOF, the parties hereto have signed and executed and acknowledged this instrument as their free and voluntary acts, in duplicate originals in the presence of the undersigned competent witnesses, as of the \_\_\_\_\_ day of February, 2005.

WITNESSES

ST. TAMMANY PARISH PRESIDENT

\_\_\_\_\_  
KEVIN DAVIS

**AFFIDAVIT**

**STATE OF LOUISIANA  
PARISH OF ST. TAMMANY**

**STATE PROJECT NO. 713-52-0102  
BRIDGE: LACOMBE BAYOU BRANCH  
PARISH ROAD NAME: LAKE ROAD**

BEFORE ME, the undersigned authority, this day personally came appeared, the undersigned attesting witness to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who being first duly sworn on oath, says:

That he/she subscribed his/her name to the foregoing instrument as a witnesses, and that he/she knows Mabel Penton Bosco, Angelo Bosco, Jr. and Nina B. Egli, Grantor-Landowner. who executed said document and saw him/her sign same as a voluntary act and deed, and that he/she, the undersigned witness subscribed his/her name to said document as an attesting witness.

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**SWORN TO AND SUBSCRIBED  
BEFORE ME, NOTARY, THIS  
\_\_\_ DAY OF FEBRUARY, 2005.**

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**DENNIS H. CARRIERE  
NOTARY PUBLIC  
LSBA#3886**

**AFFIDAVIT**

**STATE OF LOUISIANA**

**PARISH OF ST. TAMMANY**

**STATE PROJECT NO. 713-52-0102**

**BRIDGE: LACOMBE BAYOU BRANCH**

**PARISH ROAD NAME: LAKE ROAD**

BEFORE ME, the undersigned authority, this day personally came appeared, the undersigned attesting witness to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who being first duly sworn on oath, says:

That he/she subscribed his/her name to the foregoing instrument as a witnesses, and that he/she knows Kevin Davis, Parish President for the Parish of St. Tammany, who executed said document and saw him/her sign same as a voluntary act and deed, and that he/she, the undersigned witness subscribed his/her name to said document as an attesting witness.

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SWORN TO AND SUBSCRIBED  
BEFORE ME, NOTARY, THIS  
\_\_\_ DAY OF FEBRUARY, 2005.

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DENNIS H. CARRIERE  
NOTARY PUBLIC  
LSBA#3886