

ST. TAMMANY PARISH COUNCIL

ORDINANCE

ORDINANCE CALENDAR NO. 3576 ORDINANCE COUNCIL SERIES NO.
COUNCIL SPONSOR: MR. GOULD PROVIDED BY: PRESIDENT/LEGAL
INTRODUCED BY: MR. STEFANCIK SECONDED BY: MR. BURKHALTER

ON THE 7TH DAY OF JUNE, 2007

ORDINANCE TO ENTER INTO A SERVITUDE AGREEMENT AND RATIFY THE ACTIONS OF THE PARISH PRESIDENT WITH RESPECT TO THE TEMPORARY CONSTRUCTION SERVITUDE AGREEMENT BETWEEN THE PARISH OF ST. TAMMANY AND SHARON, WIFE OF/AND ROY CORTES FOR A PORTION OF LOT 1-A IN SQUARE 20 OF ALEXIUSVILLE SUBDIVISION, IN CONNECTION WITH THE EXTENSION OF FALCONER DRIVE, WARD 3, DISTRICT 5.

WHEREAS, Sharon, wife of/and Roy Cortes have agreed to enter into a temporary construction servitude agreement with the Parish of St. Tammany, and did so on or about April 20, 2007; and

WHEREAS, the temporary construction servitude agreement with Sharon, wife of/and Roy Cortes, is in the best interest of the Parish; and

WHEREAS, an executed copy of the servitude agreement is attached as Exhibit "A."

THE PARISH OF ST. TAMMANY HEREBY ORDAINS that it accepts and enters into said temporary construction servitude agreement with Sharon, wife of/and Roy Cortes for a portion of Lot 1-A in Square 20 of Alexiusville Subdivision, Parish of St. Tammany, State of Louisiana.

That pursuant to all applicable provisions of law, the Office of the Parish President is directed and authorized to do whatever is necessary to accept and enter into this servitude agreement for the property described herein.

That, the agreement price for the temporary construction servitude is ONE THOUSAND AND NO/100 DOLLARS (\$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REPEAL: All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.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 fifteen (15) days after adoption.

MOVED FOR ADOPTION BY: _____, SECONDED BY: _____

WHEREUPON THIS ORDINANCE WAS SUBMITTED TO A VOTE AND RESULTED IN THE FOLLOWING:

YEAS:

NAYS:

ABSTAIN:

ABSENT:

Exhibit "A"

SERVITUDE AGREEMENT

STATE OF LOUISIANA
PARISH OF ST. TAMMANY

BE IT KNOWN, that SHARON L. CORTES & ROY W. CORTES (Mailing Address: 19412 Harrison Avenue, Covington, Louisiana 70433), domiciled at 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 consideration of One Thousand and No/100 (\$1,000.00) Dollars, receipt of which is hereby acknowledged, 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 Temporary Construction Servitude on, over and across the portion of the landowner's property described to wit:

A piece or portion of ground situated in the Subdivision of Alexiusville, in Section 10, Township 7 South, Range 11 East, of St. Tammany Parish, Louisiana, in accordance with the plat of survey made by K. H. Barrow on file in the records of the Clerk of Court of St. Tammany Parish, Louisiana, more fully described as a portion of Lot 1-A in Square 20 of said Subdivision of Alexiusville, as shown on a survey by John G. Cummings and Associates, dated November 30, 2000, and being more particularly described as follows: A parcel of ground forming the corner of Harrison Avenue and Avenue "J" and measuring 68.2 feet, more or less, along the northern right of way of Harrison Avenue by 27.9 feet, more or less, along the western right of way of Avenue "J", by 71.8 feet, more or less on the south side of Grantor's property and 5.2 feet, more or less, on the west side of Grantor's property. All as more fully shown on a sketch by Meyer Engineers, Ltd., dated March 20, 2007, attached hereto and made a part hereof.

It is expressly understood that this grant and transfer of the above described temporary construction servitude is made solely for the purpose of drainage improvements. The term of the construction servitude will be for a period of two (2) years from the date of this agreement. Since the exact property lines are not shown and were not precisely determined at the site, that the landowner is hereby agreeing to grant the required Construction Servitude on that portion 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, 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 during the duration of the 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 may move to or remove from the property herein described earth or other

material in accordance with usual drainage construction and maintenance practices. The Parish agrees to return the property subject to the construction servitude to landowner at the termination of the servitude in reasonable condition.

Grantor-Landowner acknowledges and agrees that the consideration provided herein constitutes full and final settlement for the temporary construction 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 servitude.

IN TESTIMONY WHEREOF, the parties hereto have signed and executed and acknowledged this instrument as their free and voluntary acts, in multiple parts and duplicate originals in the presence of the undersigned competent witnesses, as of the 12th day of ~~March~~ ^{March}, 2007. *SLC RWC*

WITNESSES:

[Signature]
Lawrence B. Bress

[Signature]
ROBERT BARNETT

GRANTOR-LANDOWNER

[Signature]
SHARON L. CORTES

[Signature]
ROY W. CORTES

[Signature]
DENNIS H. CARRIERE Lindsey Manda
NOTARY PUBLIC, LSBA 3886 #30608

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 18 day of ~~March~~ ^{March}, 2007.

WITNESSES

[Signature]
FANNIE M. BENNETT

[Signature]
SYNTHIA L. SALVAGE

ST. TANMANY PARISH

[Signature]
KEVIN DAVIS, PARISH PRESIDENT

[Signature]
ROBERT A. BARNETT
NOTARY PUBLIC
LSBA #2978

