



St. Bernard Parish Council

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

Guy McInnis
*Councilman
at Large*

George Cavignac
*Councilman
at Large*

Ray Lauga, Jr.
*Councilman
District A*

Nathan Gorbaty
*Councilman
District B*

Richard "Richie" Lewis
*Councilman
District C*

Casey W. Hunnicutt
*Councilman
District D*

**Manuel "Monty"
Montelongo III**
*Councilman
District E*

Roxanne Adams
Clerk of Council

#23

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 OCTOBER 20, 2015 AT THREE O'CLOCK P.M.

On motion of Mr. Hunnicutt, seconded by Mr. McInnis, it was moved to **adopt** the following ordinance:

ORDINANCE SBPC #1697-10-15

Summary No. 3293

Introduced by: Administration on 10/6/15
Public hearing held on 10/20/15

AN ORDINANCE GRANTING LAKE BORGNE BASIN LEVEE DISTRICT A PERPETUAL SERVITUDE, AS DESCRIBED IN ATTACHMENT "A."

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 grant a perpetual servitude.

SECTION 1. The St. Bernard Parish Council hereby grants a perpetual servitude 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 portion this Ordinance with the invalid portions omitted.



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Page -2-
Extract #23 continued
October 20, 2015

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

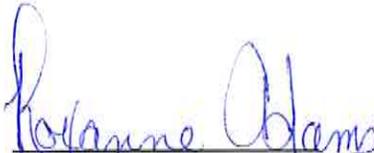
YEAS: Lauga, Gorbaty, Lewis, Hunnicutt, Montelongo, McInnis

NAYS: None

ABSENT: None

The Chairman, Mr. Cavnac, cast his vote as YEA.

And the motion was declared **adopted** on the 20th day of October, 2015.


ROXANNE ADAMS
CLERK OF COUNCIL


GEORGE CAVIGNAC
COUNCIL CHAIRMAN

Delivered to the Parish President 10/22/2015 4:00pm
Date and Time

Approved ✓

Vetoed _____

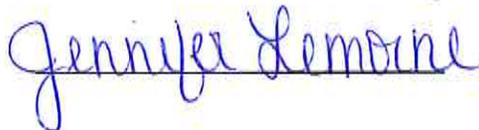
Parish President


David E. Peralta

Returned to Clerk of the Council

10/23/2015 1:12pm
Date and Time

Received by



**VIOLET CANAL NORTH LEVEE
REALIGNMENT PROJECT,
LAKE BORGNE BASIN LEVEE DISTRICT
ST. BERNARD PARISH, LA
PARCELS 8, 10, 12, 14, and 15**

STATE OF LOUISIANA

PARISH OF ST. BERNARD

PERPETUAL FLOOD PROTECTION SERVITUDE

BE IT KNOWN that on the dates hereinafter shown, but effective as of the date of execution hereof by St. Bernard Parish Government, 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 David Peralta, 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 hurricane protection improvements to be constructed by Grantee pursuant to the Violet Canal North Levee Realignment 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 Nicholas Cali, its duly authorized Executive Director, pursuant to the Resolution attached hereto as Exhibit C, and with a mailing address of 6136 E. St. Bernard Highway, Violet, Louisiana 70092 (hereinafter referred to as “Grantee”),

here present, accepting, and purchasing for Grantee and Grantee’s heirs, successors, and assigns and acknowledging due delivery and possession thereof, a Perpetual Flood Protection Servitude in, on, over, under, and across the lands shown and described as Parcels 8, 10, 12, 14, and 15 on the plat of survey prepared by Ralph P. Fontcuberta, Jr., Registered Land Surveyor, dated June 2, 2015, sheets 1 and 2, attached hereto as Exhibit “A.”

The Perpetual Flood Protection Servitude granted hereby is a perpetual and assignable servitude, easement, and right-of-way in, on, over, under, and across Parcels 8, 10, 12, 14, and 15 to locate, construct, operate, maintain, repair, replace, rehabilitate, and patrol a flood protection

levee, floodwall, gate closure, sandbag closure, and/or pumps, including all appurtenances thereto; reserving, however, to the owners, their heirs and assigns all such rights and privileges in the land as may be used without interfering with or abridging the servitude and rights hereby acquired; subject, however, to existing servitudes for public roads and highways, public utilities, railroads, and pipelines except as otherwise provided herein.

To have and to hold the above-described servitude by Grantee and Grantee's heirs, successors, and assigns, perpetually.

To the extent permitted by Louisiana law, Grantee shall, indemnify, and hold Grantor harmless against and from all costs, expenses, claims, demands, penalties, suits, fines, and actions of any kind and nature arising from the Project and caused by the actions and fault of Grantee or its agents, employees, contractors, successors, assigns, and 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 acknowledges, declares and stipulates that Grantor has provided this Agreement at no cost to Grantee under the provisions of La. R.S. 49:214.6.10(C), as amended by Act No. 734 of the 2010 Regular Session of the Louisiana Legislature.

This Perpetual Flood Protection 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 Perpetual Flood Protection 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.

[Remainder of page intentionally left blank.]

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 _____, 2015, after a due reading of the whole document.

WITNESSES:

**ST. BERNARD
PARISH GOVERNMENT**

(sign)
(print)

**David Peralta
Parish President**

(sign)
(print)

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 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 _____, 2015, after a due reading of the whole document.

WITNESSES:

(sign)
(print)

(sign)
(print)

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

**Nicholas Cali, Executive Director
Lake Borgne Basin Levee District**

NOTARY PUBLIC
Print Name: _____
Notary ID/Bar Roll No.: _____

EXHIBIT A

PLAT