
TERREBONNE PARISH COUNCIL

COMMUNITY DEVELOPMENT AND PLANNING COMMITTEE

Mr. Steve Trosclair	Chairman
Ms. Jessica Domangue	Vice-Chairman
Dr. John Navy	Member
Mr. Carl Harding	Member
Mr. Gerald Michel	Member
Mr. John Amedee	Member
Mr. Darrin W. Guidry, Sr.	Member
Mr. Daniel Babin	Member
Mr. Dirk J. Guidry	Member



In accordance with the Americans with Disabilities Act, if you need special assistance, please contact Tammy E. Triggs, Council Clerk, at (985) 873-6519 describing the assistance that is necessary.

AGENDA

November 14, 2022
5:35 PM

Robert J. Bergeron Government Tower Building
8026 Main Street
2nd Floor Council Meeting Room
Houma, LA 70360

NOTICE TO THE PUBLIC: If you wish to address the Council, please complete the "Public Wishing to Address the Council" form located on either end of the counter and give it to either the Chairman or the Council Clerk prior to the beginning of the meeting. Individuals addressing the Council should be respectful of others in their choice of words and actions. Thank you.

ALL CELL PHONES, PAGERS AND ELECTRONIC DEVICES USED FOR COMMUNICATION SHOULD BE SILENCED FOR THE DURATION OF THE MEETING

CALL MEETING TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

- 1. RESOLUTION:** Authorizing the Parish President to enter into the appropriate agreement with the National Fish and Wildlife Foundation to implement a Living Shoreline / Oyster Bed Surge Protection System in Lake Chien.
- 2. RESOLUTION:** Authorizing the Parish President's execution of an agreement with Glen Oaks Homeowners' Association, Inc. for a conventional servitude of passage to provide and maintain public utilities.
- 3.** Introduce an ordinance to partially revoke Ordinance No. 5680 and de-dedicate an existing dedicated public

servitude of passage for the paved street right-of-way of in Glen Oaks Subdivision, located in Section 102, T17S-R17E; and call a public hearing on said matter on Wednesday, November 30, 2022, at 6:30 p.m.

4. Introduce an ordinance to authorize the acquisition from Boyd Mayet Properties, LLC certain immovable property located at 6084 W. Park Avenue, Houma, Louisiana 70364, and to provide for related matters and call a public hearing on Wednesday, November 30, 2022, at 6:30 p.m.
5. Adjourn

Category Number:
Item Number:



Monday, November 14, 2022

Item Title:
INVOCATION

Item Summary:
INVOCATION

Category Number:
Item Number:



Monday, November 14, 2022

Item Title:

PLEDGE OF ALLEGIANCE

Item Summary:

PLEDGE OF ALLEGIANCE



Monday, November 14, 2022

Item Title:

Acceptance of grant funding for the Living Shoreline/Oysterbed Surge Protection System for Lake Chien.

Item Summary:

RESOLUTION: Authorizing the Parish President to enter into the appropriate agreement with the National Fish and Wildlife Foundation to implement a Living Shoreline / Oyster Bed Surge Protection System in Lake Chien.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	11/7/2022	Executive Summary
Resolution	11/7/2022	Resolution
Cover Memo	11/7/2022	Cover Memo
Attachment A	11/7/2022	Exhibit



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

A resolution authorizing the Parish president to accept funding from the National Fish and Wildlife Foundation for the Living Shoreline/Oysterbed Surge Protection System for Lake Chien.

PROJECT SUMMARY (200 WORDS OR LESS)

A resolution authorizing the parish president to accept funding and sign any and all documents related to the NFWF grant for living shorelines to protect the integrity of the coastline while protecting, restoring or enhancing habitat for environmentally and commercially important natural resources.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

To accept \$5.4M funding from the National Fish and Wildlife Foundation for the Lake Chien portion of the shovel ready living shoreline oysterbed project. This is emergency funding and does not require a local cost share/match, though the Parish has leveraged \$175,000 set aside for this project.

TOTAL EXPENDITURE

N/A

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL – N/A

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

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Chris Pulaski

Signature

11/4/2022

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO. 22-

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO ACCEPT THE GRANT AWARDED AND SIGN ANY AND ALL DOCUMENTS RELATED TO THE NFWF FUNDING FOR LIVING SHORELINES TO PROTECT THE INTEGRITY OF THE COASTLINE WHILE PROTECTING, RESTORING OR ENHANCING HABITAT FOR ENVIRONMENTALLY AND COMMERCIALY IMPORTANT NATURAL RESOURCES.

WHEREAS, the Terrebonne Parish Consolidated Government applied for funding from the National Fish and Wildlife Foundation (NFWF) to install a Living Shoreline / Oyster Bed Surge Protection System in Lake Chien,

WHEREAS, by communication from the NFWF, Terrebonne Parish Consolidated Government has been notified that the application was approved March 1, 2022; and

WHEREAS, the approved funding for the installation of the Living Shoreline surge protection system is as follows:

Federal Share (50%)	\$ 5,445,743.85
Non Federal Share (0%)	\$ 175,000.00
TOTAL PROJECT AWARD:	\$ 5,620,743.85

WHEREAS, the National Fish and Wildlife Foundation (NFWF) has provided an Agreement attached here as Attachment A; and

WHEREAS, Terrebonne Parish Consolidated Government will be a party to that agreement;

NOW, THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council that the Parish President is hereby authorized to enter into the appropriate Agreement with the National Fish and Wildlife Foundation to implement the Living Shoreline.

November 4, 2022

MEMO TO: Gordon E. Dove
Parish President

FROM: Chris Pulaski, Director
Planning and Zoning Department

SUBJECT: Request for Agenda Item November 14th and 16th, 2022
Resolution Accepting Funding for the Oysterbed Surge Protection System

Attached is the award from the National Fish and Wildlife Foundation for the Living Shoreline Installation on the North bank of Lake Chien. This will fund the Oysterbed Surge Protection System in Lakes Chien. Funding was already provided by the CPRA and the parish on a 1:1 basis, and the plans are at 95% complete. The National Fish and Wildlife Foundation awarded \$5.4M with no match requirement.

Should you have any questions or require additional information, please contact me at extension 1410.

Thanks,
Chris

	NATIONAL FISH AND WILDLIFE FOUNDATION GRANT AGREEMENT	1. NFWF PROPOSAL ID: 74582	2. NFWF GRANT ID: 0318.22.074582	
		3. UNIQUE ENTITY IDENTIFIER (UEI) X6CFK7JK1NT3	4. INDIRECT COST RATE (REFERENCE LINE 17 for RATE TERMS) N/A	
5. SUBRECIPIENT TYPE State or Local Government		6. NFWF SUBRECIPIENT Terrebonne Parish Consolidated Government		
7. NFWF SUBRECIPIENT CONTACT		8. NFWF GRANTS ADMINISTRATOR/NFWF CONTACT INFORMATION		
Gordon Dove 8026 Main ST Houma, LA 70360-2768 jgerbasi@tpcg.org		Briea Dorsey National Fish and Wildlife Foundation 1133 15 th Street, N.W. Suite 1000 Washington, D.C. 20005 Tel: 202-857-0166 Fax: 202-857-0162 Briea.Dorsey@nfwf.org		
9. PROJECT TITLE Living Shoreline Installation on Lake Chien (LA)				
10. PROJECT DESCRIPTION Install a living shoreline along 1.85 miles of the shoreline of Lake Chien in Terrebonne Parish, Louisiana near the Gulf of Mexico to preserve at least an estimated 20 acres of marshland in the first 20 years and 50 acres in 50 years. Project will build over 5 acres of land and will buffer infrastructure investments and estuaries that provide habitat to important fisheries, species of concern, and traditional subsistence customs.				
11. PERIOD OF PERFORMANCE December 30, 2022 to December 29, 2025		12. TOTAL AWARD TO SUBRECIPIENT \$5,455,743.85		13. TOTAL FED. FUNDS \$5,455,744
14. TOTAL NON-FED. FUNDS N/A				
15. FEDERAL MATCH REQUIREMENT \$0.00		16. NON-FEDERAL MATCH REQUIREMENT \$175,000		
17. SUBRECIPIENT INDIRECT COST RATE TERMS The rate specified in Line 4 reflects that the Subrecipient has elected not to claim an indirect cost rate and that this election shall apply throughout the project's period of performance.				
18. TABLE OF CONTENTS				
SEC.	DESCRIPTION			
1	NFWF Agreement Administration			
2	NFWF Agreement Clauses			
3	Representations, Certifications, Obligations, and Other Statements – General			
4	Representations, Certifications, and Other Statements Relating to Federal Funds- General			
5	Representations, Certifications, and Other Statements Relating to Federal Funds – Funding Source Specific			
6	Other Representations, Certifications, Statements and Clauses			

19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL							
A. FUNDING SOURCE (FS)	B. NFWF FS ID	C. FS AWARD DATE TO NFWF	D. FAIN	E. TOT FED. AWARD TO NFWF	F. TOT OBLG. TO SUBRECIPIENT	G. FS END DATE	H. CFDA
National Oceanic And Atmospheric Administration	FC.R519	3/1/2022	NA22NOS4730016	\$24,825,000.00	\$5,455,743.85	2/28/2027	11.473

20. NOTICE OF AWARD

The National Fish and Wildlife Foundation (NFWF) agrees to provide the NFWF Award to the NFWF Subrecipient for the purpose of satisfactorily performing the Project described in a full proposal as identified on line 1 and incorporated into this Agreement by reference. The NFWF Award is provided on the condition that the NFWF Subrecipient agrees that it will raise and spend at least the amount listed on lines 15 and 16 in matching contributions on the Project, as applicable. The Project must be completed, with all NFWF funds and matching contributions spent, during the Period of Performance as set forth above. All items designated on the Cover Page and the Table of Contents are incorporated into this Agreement by reference herein. NFWF Subrecipient agrees to abide by all statutory or regulatory requirements, or obligations otherwise required by law. Subrecipient is obligated to notify NFWF if any of the information on the Cover Page changes in any way, whether material or immaterial.

A. NAME AND TITLE OF AUTHORIZED SUBRECIPIENT SIGNER (Type or Print)		D. NAME AND TITLE OF NFWF AWARDOFFICIAL Holly A. Bamford, PhD, Chief Conservation Officer	
B. SUBRECIPIENT BY	C. DATE	E. NATIONAL FISH AND WILDLIFE FOUNDATION BY	F. DATE

NFWF prohibits discrimination in all its programs and activities on the basis of race, color, religion, age, sex, national origin, ancestry, marital status, personal appearance, citizen status, disability, sexual orientation, gender identity or expression, pregnancy, child birth or related medical conditions, family responsibilities, matriculation, genetic information, political or union affiliation, veteran status or any other status protected by applicable law ("Protected Categories"). In addition, NFWF prohibits retaliation against an individual who opposes an unlawful educational practice or policy or files a charge, testifies or participates in any complaint under Title VI. NFWF complies with all applicable federal, state and local laws in its commitment to being an equal opportunity provider and employer; accordingly, it is NFWF's policy to administer all employment actions, including but not limited to, recruiting, hiring, training, promoting, and payment of wages, without regard to any Protected Category(ies).

See Reporting Schedule on the following page.

21. REPORTING DUE DATES/SUBRECIPIENT REPORTING SCHEDULE
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Reporting Task	Task Due Date
Annual Financial Report	December 30, 2023
Interim Programmatic Report	December 30, 2023
Annual Financial Report	December 30, 2024
Interim Programmatic Report	December 30, 2024
Final Financial Report	March 29, 2026
Final Programmatic Report	March 29, 2026



SECTION 1 NFWF AGREEMENT ADMINISTRATION

1.1. Amendments.

During the life of the Project, the NFWF Subrecipient is required to immediately inform in writing the NFWF Grants Administrator of any changes in contact information, Key Personnel, scope of work, indirect cost rate, as well as any difficulties in completing the performance goals articulated in the Project description. NFWF Subrecipients must request an amendment from NFWF upon determination of a deviation from the original Grant Agreement as soon as such deviation is detected. NFWF reserves the right to approve, deny and/or negotiate any such request. Alternatively, NFWF may initiate an amendment if NFWF determines an amendment is necessary at any time. Amendment requests are to be submitted via NFWF's grants management system.

1.1.1. Budget Amendment Request.

If the NFWF Subrecipient determines that: 1) the amount of the budget is going to change in any one direct cost category by an amount that exceeds 10% of the Award, or 2) there is a need to increase indirect costs, the NFWF Subrecipient must seek prior written approval via an amendment request in NFWF's grants management system.

1.1.2. Extension of Performance Period.

If additional time is needed to complete the approved Project, the NFWF Subrecipient should contact the NFWF Grants Administrator at least 45 calendar days prior to the project period expiration date to initiate the no-cost extension request process in NFWF's grants management system. In addition, if there are overdue reports required, the NFWF Subrecipient must ensure that they are submitted along with or prior to submitting the no-cost extension request.

1.2. Matching Contributions.

Matching Contributions consist of cash, contributed goods and services, volunteer hours, and/or property raised and spent for the Project. Matching Contributions for the purposes of this Project must meet the following criteria: (1) Are verifiable from the NFWF Subrecipient's records; (2) Are not included as contributions for any other federal award; (3) Are necessary and reasonable for the accomplishment of project or program objectives; (4) Are allowable under OMB Cost Principles; (5) Are not paid by the U.S. Government under another federal award except where the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs when authorized by federal statute; (6) Are provided for in the approved budget when required by the federal awarding agency; (7) Are committed directly to the project and must be used within the period of performance as identified in this Agreement; (8) Otherwise conform to the law; and, (9) Are in compliance with the requirements of Section 3.3 of this Agreement concerning Compliance with Laws.

1.2.1. Documentation and Reporting of Matching Contributions.

The NFWF Subrecipient must retain supporting documentation, including detailed time records for contributed services, original receipts, appraisals of real property, and comparable rentals for other contributed property, at its place of business in the event of an audit of the NFWF Subrecipient as required by applicable federal regulations. The NFWF Subrecipient must report match progress in Payment Requests and Financial Reports.

1.2.2. Assessing Fair Market Value.

Fair market value of donated goods, services and property, including volunteer hours, shall be computed as outlined in §200.306 of 2 CFR Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (hereinafter “OMB Uniform Guidance”), regardless of whether this Agreement is federally funded.

1.3. Payment of Funds.

To be eligible to receive funds, NFWF Subrecipient must submit to NFWF (1) an original executed copy of this Agreement for the Project; (2) any due financial and programmatic reports; and (3) a complete and accurate Payment Request via NFWF’s grants management system. At any time, NFWF reserves the right to require submission of source documentation, including but not limited to timesheets, cash receipts, contracts or subaward agreements, for any costs where the NFWF Subrecipient is seeking reimbursement by NFWF. NFWF reserves the right to retain up to ten percent (10%) of funds until submission and acceptance of final reports.

1.3.1. Reimbursements.

NFWF Subrecipient may request funds on a reimbursable basis. Reimbursement requests must include expenditures to date and an explanation of any variance from the approved budget.

1.3.2. Advances.

NFWF Subrecipient may request advance payment of funds prior to expenditure provided that the NFWF Subrecipient: (1) demonstrates an immediate need for advance payment; (2) documents expenditure of advanced funds; 3) maintains written procedures that minimize the time elapsing between the transfer of funds and disbursement; and (4) has established appropriate financial management systems that meet the needs and standards for fund control and accountability. Approval of any advance payment of funds is made at the sole discretion of NFWF, based on an assessment of the NFWF Subrecipient’s needs.

1.3.3. Interest.

Any interest earned in any one year on funds advanced to the NFWF Subrecipient that exceeds \$500 must be reported to NFWF, and the disposition of those funds negotiated with NFWF. Interest amounts up to \$500 per year may be retained by the NFWF Subrecipient for administrative expense.

1.4. Reports.

1.4.1. Interim Programmatic Reports.

The NFWF Subrecipient will submit interim programmatic reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The interim programmatic report shall consist of written statements of Project accomplishments and updated metric values since Project initiation, or since the last reporting period, and shall be submitted via NFWF's grants management system. NFWF may require specific formatting and/or additional information as appropriate.

1.4.2. Interim Financial Reports.

The NFWF Subrecipient will submit interim financial reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The interim financial report shall consist of financial information detailing cumulative expenditures made under this Project since Project initiation and shall be uploaded via NFWF's grants management system. NFWF may require specific formatting and/or additional information as appropriate.

1.4.3. Annual Financial Report.

The NFWF Subrecipient will submit annual financial reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The NFWF Subrecipient must enter a justification when there is a difference between the amount disbursed by NFWF and the amount expended by the grantee. Failure to submit an annual financial report in a timely manner will delay payment of submitted payment requests.

1.4.4. Final Reports.

Based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, the NFWF Subrecipient will submit (1) a Final Financial Report accounting for all Project funds received, Project expenditures, and budget variances (if any) compared to the approved budget; (2) a Final Programmatic Report summarizing and documenting the accomplishments and metric values achieved during the Period of Performance; (3) copies of any publications, press releases and other appropriate products resulting from the Project; and (4) photographs as described in Section 1.4.3.1 below. The final reports and digital photo files should be uploaded via NFWF's grants management system. Any requests for extensions of final report submission dates must be made in writing to the NFWF Grants Administrator and approved by NFWF in advance. NFWF may require specific formatting and/or additional information as appropriate.

1.4.4.1. Photographs.

NFWF requests, as appropriate for the Project, a representative number of high-resolution (minimum 300 dpi) photographs depicting the Project (before-and-after images, images of species impacted, and/or images of staff/volunteers working on the Project). Photographs should be uploaded with the Final Programmatic Report

via NFWF's grants management system as individual .jpg files. The FinalProgrammatic Report narrative should list each photograph, the date the photograph was taken, the location of the photographed image, caption, photo credit, and any other pertinent information (e.g., species, activity conducted) describing what the photograph is depicting. By uploading photographs to NFWF's grants management system the NFWF Subrecipient certifies that the photographs are unencumbered and that NFWF and Project Funders have a fully paid up non-exclusive, royalty-free, irrevocable, perpetual, worldwide license for posting of Final Reports and for any other purposes that NFWF or the Project Funder determines appropriate.

1.4.5. Significant Developments.

The NFWF Subrecipient shall report on events that may occur between the scheduled performance reporting dates that have a significant impact on the Project. Such reporting shall be made as soon as the following conditions become known:

1.4.5.1. Problems, delays, or adverse conditions which will materially impair the ability to meet the Project objective, including but not limited to the objective itself, its schedule and/or the budget. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the matter; and/or,

1.4.5.2. Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or produce more or different beneficial results than originally planned.

1.5. Reports and Payment Requests.

All reports, financial, programmatic, or otherwise, or payment requests under a federal award must be submitted by a representative of the NFWF Subrecipient who has the NFWF Subrecipient's full authority to render such reports and requests for payment and to provide required certifications as set forth in 2 CFR 200.415, as applicable.

1.6. Record Retention and Access.

1.6.1. Retention Requirements for Records.

NFWF Subrecipient shall maintain all records connected with this Agreement for a period of at least three (3) years following the latest end date of the funding source(s) referenced above in line 19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL or the close-out of all pending matters or audits related to this Agreement, whichever is later. As funding source end dates may be extended over time, the NFWF Subrecipient will be notified of the most up-to-date record retention requirements upon closure of this Award. If any litigation, claim, or audit is started (irrespective of the NFWF Subrecipient's involvement in such matter) before the expiration of the 3-year period, the records shall be retained until all litigation, claims or audit findings or pending matters involving the records have been resolved and final action taken. NFWF shall notify NFWF Subrecipient if any such litigation, claim or audit takes place or if funding source end date(s) is extended so as to extend the retention period. Records for real property and equipment acquired with federal funds must be retained for at least three (3) years following disposition of

such real property. For awards solely funded with funding sources with “N/A” listed as the end date, NFWF Subrecipient shall maintain all records connected with this Agreement for a period of at least three (3) years following the date of final payment or the Period of Performance end date, whichever is later.

1.6.2. Access to Records.

NFWF or any of its authorized representatives shall have access to such records and financial statements upon request, as shall Inspectors General, the Comptroller General of the United States or any of their authorized representatives if the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

SECTION 2 NFWF AGREEMENT CLAUSES

2.1. Restrictions on Use of Funds.

The NFWF Subrecipient agrees that any funds provided by NFWF and all Matching Contributions will be expended only for the purposes and programs described in this Agreement. No funds provided by NFWF pursuant to this Agreement or Matching Contributions may be used to support litigation expenses, lobbying activities, or any other activities not authorized under this Agreement or otherwise unallowable under the Federal Cost Principles set forth in the OMB Uniform Guidance.

2.2. Assignment.

The NFWF Subrecipient may not assign this Agreement, in whole or in part, to any other individual or other legal entity without the prior written approval of NFWF.

2.3. Subawards and Contracts.

When making subawards or contracting, NFWF Subrecipient shall: (1) abide by all applicable granting and contracting procedures, including but not limited to those requirements of the OMB Uniform Guidance (2 C.F.R. Part 200); (2) ensure that all applicable federal, state and local requirements are properly flowed down to the subawardee or contractor, including but not limited to the applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200); and (3) ensure that such subaward or contracting complies with the requirements in Section 3.3 of this Agreement concerning Compliance with Laws. NFWF Subrecipient shall also include in any subaward or contract a similar provision to this, requiring the use of proper grant and contracting procedures and subsequent flow down of federal, state, and local requirements to lower-tiered subawardees and contractors.

2.4. Unexpended Funds.

Any funds provided by NFWF and held by the NFWF Subrecipient and not expended at the end of the Period of Performance will be returned to NFWF within ninety (90) days after the end of the Period of Performance.

2.5. Publicity, Acknowledgment of Support, and Disclaimers.

2.5.1. Publicity.

The NFWF Subrecipient gives NFWF the right and authority to publicize NFWF's financial support for this Agreement and the Project in press releases, publications, and other public communications.

2.5.2. Acknowledgment of Support.

The NFWF Subrecipient agrees to: (1) give appropriate credit to NFWF and any Funding Sources identified in this Agreement for their financial support in any and all press releases, publications, annual reports, signage, video credits, dedications, and other public communications regarding this Agreement or any of the project deliverables associated with this Agreement, subject to any terms and conditions as may be stated in Section 5 and Section 6 of this Agreement; and (2) include the disclaimer provided at Section 2.5.4.

2.5.3. Logo Use.

The NFWF Subrecipient must obtain prior NFWF approval for the use relating to this Award of the NFWF logo or the logo or marks of any Funding Source.

2.5.4. Disclaimers.

Payments made to the NFWF Subrecipient under this Agreement do not by direct reference or by implication convey NFWF's endorsement nor the endorsement by any other entity that provides funds to the NFWF Subrecipient through this Agreement, including the U.S. Government, as applicable, for the Project. All information submitted for publication or other public releases of information regarding this Agreement shall carry the following disclaimer, which NFWF may revise at any time at its sole discretion:

For Projects funded in whole or part with federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government or the National Fish and Wildlife Foundation and its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government, or the National Fish and Wildlife Foundation or its funding sources."

For Projects not funded with federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions of the National Fish and Wildlife Foundation or its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the National Fish and Wildlife Foundation or its funding sources."

2.6. Posting of Final Reports.

The NFWF Subrecipient hereby acknowledges and consents for NFWF and any Funding Source identified in this Agreement to post its final programmatic reports and deliverables on their respective websites. In the event that the NFWF Subrecipient intends to claim that its final report contains material that does not have to be posted on such websites because it is protected from disclosure by statutory or regulatory provisions, the NFWF Subrecipient shall so notify NFWF and any Funding Source identified in this Agreement and clearly mark all such potentially protected materials as "PROTECTED," providing an accurate and complete citation to the statutory or regulatory source for such protection.

2.7. Website Links.

The NFWF Subrecipient agrees to permit NFWF to post a link on any or all NFWF websites to any websites created by the NFWF Subrecipient in connection with the Project.

2.8. Evaluation.

Throughout a program or business plan, NFWF engages in monitoring and evaluation to assess progress toward conservation goals and inform future decision-making. These efforts use both data collected by grantees as part of their NFWF grant as well as post-award project data collected by third-party entities commissioned to conduct a program evaluation. The NFWF Subrecipient agrees to cooperate with NFWF by providing timely responses to all reasonable requests for information to assist in evaluating the accomplishments of the Project period of five (5) years after the project end date.

2.9. Intellectual Property.

Reports, materials, books, databases, monitoring data, maps and spatial data, audio/video, and other forms of intellectual property created using this grant may be copyrighted or otherwise legally protected by the NFWF Subrecipient or by the author. The NFWF Subrecipient agrees to provide to NFWF and any Funding Source identified in this Agreement a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use, publish, copy and alter the NFWF Subrecipient's intellectual property created using this award for non-commercial purposes in any media – whether now known or later devised – including posting such intellectual property on NFWF's or Funding Source websites and featuring in publications. NFWF retains the right to use project metrics and spatial data submitted by the NFWF Subrecipient to estimate societal benefits that result and to report these results to funding partners on a case-by-case basis as determined by NFWF. These may include but are not limited to: habitat and species response, species connectivity, water quality, water quantity, risk of detrimental events (e.g., wildfire, floods), carbon accounting (e.g., sequestration, avoided emissions), environmental justice, and diversity, equity, and inclusion.

2.10. System for Award Management (SAM) Registration.

The NFWF Subrecipient must maintain an active SAM registration at www.SAM.gov until the final financial report is submitted or final payment is received, whichever is later. If the NFWF Subrecipient's SAM registration expires during the required period, NFWF will suspend payment to the NFWF Subrecipient until the SAM registration is updated.

2.11. Arbitration.

All claims, disputes, and other matters in question arising out of, or relating to this Agreement, its interpretation or breach, shall be decided through arbitration by a person or persons mutually acceptable to both NFWF and the NFWF Subrecipient. Notice of the demand for arbitration shall be made within a reasonable time, not to exceed three years, after the claim, dispute, or other matter in question has arisen. The award rendered by the arbitrator or arbitrators shall be final. The terms of this provision will survive termination of this Agreement.

2.12. Indemnity.

The NFWF Subrecipient shall indemnify and hold harmless NFWF, any Funding Source identified in this Grant Agreement, their respective officers, directors, agents, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and expenses including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions or liabilities arising from or in connection with the Project. The terms of this provision will survive termination of this Agreement.

2.13. Insurance.

The NFWF Subrecipient agrees to obtain and maintain all appropriate and/or required insurance coverages against liability for injury to persons or property from any and all activities undertaken by the NFWF Subrecipient and associated with this Agreement in any way. NFWF reserves the right to require additional insurance limits and policies based on specific activities under this Agreement, that NFWF be named insured on all applicable insurance policies, and that the NFWF Subrecipient provide a certificate of insurance and/or copies of applicable insurance policies as requested by NFWF. The terms of this provision will survive termination of this Agreement.

2.14. Choice of Law/Jurisdiction.

This Agreement shall be subject to and interpreted by the laws of the District of Columbia, without regard to choice of law principles. By entering into this Agreement, the NFWF Subrecipient agrees to submit to the exclusive jurisdiction of the courts of the District of Columbia. The terms of this provision will survive termination of this Agreement.

2.15. Stop Work.

NFWF may, at any time, by written order to the NFWF Subrecipient, require the NFWF Subrecipient to stop all, or any part, of the work called for by this Agreement for a period of 90 days after the order is delivered to the NFWF Subrecipient. The order shall be specifically identified as a stop-work order issued under this section. Upon receipt of the order, the NFWF Subrecipient shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to this Agreement covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop-work order is delivered to the NFWF Subrecipient, or within any extension of that period to which the parties shall have agreed, NFWF shall either cancel the stop-work order or terminate the Agreement under section 2.16.

2.16. Termination.

2.16.1. Upon the occurrence of any of the following enumerated circumstances, NFWF may terminate this Agreement, or any portion thereunder, upon receipt by the NFWF Subrecipient of NFWF's written notice of termination, or as otherwise specified in the notice of termination:

2.16.1.1. the NFWF Subrecipient is adjudged or becomes bankrupt or insolvent, is unable to pay its debts as they become due, or makes an assignment for the benefit of its creditors; or,

2.16.1.2. the NFWF Subrecipient voluntarily or involuntarily undertakes to dissolve or wind up its affairs; or,

2.16.1.3. suspension or debarment by the Government of the NFWF Subrecipient; or,

2.16.1.4. any breach of the requirements set forth in Section 3.3 of this Agreement concerning Compliance with Laws; or,

2.16.1.5. NFWF learns that NFWF Subrecipient has an organizational conflict of interest, or any other conflict of interest, as determined in the sole discretion of NFWF, that NFWF believes, in its sole discretion, cannot be mitigated; or,

2.16.1.6. after written notice and a reasonable opportunity, the NFWF Subrecipient is unable to cure a perceived non-compliance with any material term (other than those enumerated at 2.16.1.1 – 2.16.1.5) of this Agreement. The cure period shall be considered the timeframe specified by the Funding Source(s), if any, minus one (1) to five (5) days or as agreed upon by the Parties in writing, or if no time is specified by the Funding Source(s), ten (10) days or as otherwise agreed upon by the Parties. Within this time period the NFWF Subrecipient shall, as

determined by NFWF, (a) satisfactorily demonstrate its compliance with the term(s) originally believed to be in non-compliance; or (b) NFWF, at its sole discretion, may determine that NFWF Subrecipient has satisfactorily demonstrated that reasonable progress has been made so as not to endanger performance under this Agreement; or,

2.16.1.7. if the Funding Source issues an early termination under the funding agreement(s) covering all or part of the Project at issue hereunder.

2.16.2. Either Party may terminate this Agreement by written notice to the other Party for any reason by providing thirty (30) days' prior written notice to the other Party.

2.16.3. In the event of termination of this Agreement prior to Project completion, the NFWF Subrecipient shall immediately (unless otherwise directed by NFWF in its notice if NFWF initiated the termination) undertake all reasonable steps to wind down the Project cooperatively with NFWF, including but not limited to the following:

2.16.3.1. Stop any portion of the Project's work that is incomplete (unless work to be completed and a different date for termination of work are specified in NFWF's notice).

2.16.3.2. Place no further work orders or enter into any further subawards or contracts for materials, services, or facilities, except as necessary to complete work as specified in NFWF's notice.

2.16.3.3. Terminate all pending Project work orders, subawards, and contracts for work that has not yet commenced.

2.16.3.4. With the prior written consent of NFWF, promptly take all other reasonable and feasible steps to minimize and/or mitigate any damages that may be caused by the failure to complete the Project, including but not limited to reasonable settlements of any outstanding claims arising out of termination of Project work orders, subawards, and contracts. NFWF will reimburse the NFWF Subrecipient for non-cancelable allowable costs incurred by the NFWF Subrecipient prior to termination that cannot be mitigated. However, the foregoing is subject to the complete reimbursement of such costs by the Funding Source; accordingly, any amounts ultimately not paid, or which are recouped by the Funding Source, are subject to recoupment by NFWF.

2.16.3.5. Deliver or make available to NFWF all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the NFWF Subrecipient under this Agreement, whether completed or in progress.

2.16.3.6. Return to NFWF any unobligated portion of the Award.

2.17. Entire Agreement.

These terms and conditions, including the Attachments hereto, constitute the entire agreement between the Parties relating to the Project described herein and supersede all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereof. No representations or statements of any kind made by any representative of a Party, which are not stated herein, shall be binding on said Party.

2.18. Severability.

Each provision of this Agreement is distinct and severable from the others. If one or more provisions is or becomes invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the Parties agree to substitute a provision as similar to the offending provision as possible without its being invalid, unlawful or unenforceable.

2.19. Interpretation and Construction.

2.19.1. This Agreement shall be interpreted as a unified contractual document with the Sections and the Attachments having equal effect, except in the event of any inconsistency between them. In the event of a conflict between any portion of this Agreement and another portion of this Grant Agreement, first the Sections will apply in the following order of precedence: 5, 4, 3, 1, 2 and 6, and then any supplemental attachments.

2.19.2. The title designations of the provisions to this Agreement are for convenience only and shall not affect the interpretation or construction of this Agreement.

2.19.3. Every right or remedy conferred by this Agreement upon or reserved to the Parties shall be cumulative and shall be in addition to every right or remedy now or hereafter existing at law or in equity, and the pursuit of any right or remedy shall not be construed a selection.

2.19.4. The failure of NFWF to exercise any right or privilege granted hereunder or to insist upon the performance and/or compliance of any provision of this Agreement, a referenced contractual, statutory or regulatory term, or an Attachment hereto, shall not be construed as waiving any such right, privilege, or performance/compliance issue, and the same shall continue in full force and effect.

2.19.5. Notwithstanding any express statements regarding the continuation of an obligation beyond the expiration or termination of this Agreement, the rights and obligations of this Agreement, which by their nature extend beyond its expiration or termination, shall remain in full force and effect and shall bind the Parties and their legal representatives, successors, heirs, and assigns.

SECTION 3 REPRESENTATIONS, CERTIFICATIONS, OBLIGATIONS AND OTHER STATEMENTS – GENERAL

3.1. Binding Obligation.

By execution of this Agreement, NFWF Subrecipient represents and certifies that this Agreement has been duly executed by a representative of the NFWF Subrecipient with full authority to execute this Agreement and binds the NFWF Subrecipient to the terms hereof. After execution by the representative of the NFWF Subrecipient named on the signature page hereto, this Agreement represents the legal, valid, and binding obligation of the NFWF Subrecipient, enforceable against the NFWF Subrecipient in accordance with its terms.

3.2. Additional Support.

In making this Award, NFWF assumes no obligation to provide further funding or support to the NFWF Subrecipient beyond the terms stated in this Agreement.

3.3. Compliance with Laws.

3.3.1. In General.

By execution of this Agreement and through its continued performance hereunder, the NFWF Subrecipient represents, certifies and agrees that it is and shall continue to conduct all such activities in compliance with all applicable federal, state, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents. The terms of this provision will survive termination of this Agreement and must be flowed down to any and all contractors, subcontractors or subrecipients entered into by NFWF Subrecipient in the performance of this Agreement.

3.3.2. Compliance with Anti-Corruption Laws.

The NFWF Subrecipient represents, certifies and agrees to ensure that no payments have been or will be made or received by the NFWF Subrecipient in connection with this Agreement in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. §dd-1 *et seq.*), or any other applicable anti-corruption laws or regulations (e.g., UK Bribery Act 2010) in the countries in which the NFWF Subrecipient performs under this Agreement.

3.3.3. Compliance with Anti-Terrorism Laws.

The NFWF Subrecipient represents, certifies and agrees not to provide material support or resources directly or indirectly to, or knowingly permit any funds provided by NFWF pursuant to this Agreement or Matching Contributions to be transferred to, any individual, corporation or other entity that the NFWF Subrecipient knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (1) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control, which list is available at www.treas.gov/offices/enforcement/ofac; (2) on the consolidated list of individuals and entities maintained by the "1267 Committee" of the United Nations Security Council at http://www.un.org/sc/committees/1267/aa_sanctions_list.shtml; (3) on the consolidated

list maintained by the U.S. Department of Commerce at http://export.gov/ecr/eg_main_023148.asp, or (4) on such other list as NFWF may identify from time to time.

3.3.4. Compliance with Additional Laws and Restrictions.

The NFWF Subrecipient represents, certifies and agrees to ensure that its activities under this Agreement comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, U.S. export controls, restrictive trade practices, boycotts, and all other economic sanctions or trade restrictions promulgated from time to time by means of statute, executive order, regulation or as administered by the U.S. Department of State, the Office of Foreign Assets Control, U.S. Department of the Treasury, or the Bureau of Industry and Security, U.S. Department of Commerce.

3.4. Subrecipient Debarment and Suspensions.

By and through NFWF Subrecipient's execution of this Agreement, NFWF Subrecipient warrants and represents its initial and continued compliance that it is not listed on the General Services Administration's, government-wide System for Award Management Exclusions (SAM Exclusions), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement E.O.s 12549 (3 C.F.R., 1986 Comp., p. 189) and 12689 (3 C.F.R., 1989 Comp., p. 235), "Debarment and Suspension." The NFWF Subrecipient further provides that it shall not enter into any subaward, contract or other agreement using funds provided by NFWF with any party listed on the SAM Exclusions in accordance with Executive Orders 12549 and 12689. The SAM Exclusions can be found at <https://www.sam.gov/portal/public/SAM/>.

3.5. Conflicts of Interest.

By execution of this Agreement, NFWF Subrecipient acknowledges that it is prohibited from using any Project funds received under this Agreement in a manner which may give rise to an apparent or actual conflict of interest, including organizational conflicts of interest, on the part of the NFWF Subrecipient. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of NFWF Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. An organizational conflict of interest is defined as a relationship that because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The NFWF Subrecipient represents and certifies that it has adopted a conflict of interest policy that, at a minimum, complies with the requirements of the OMB Uniform Guidance, and will comply with such policy in the use of any Project funds received under this Agreement. NFWF Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of NFWF Subrecipient. If NFWF Subrecipient becomes aware of any actual or potential conflict of interest or organizational conflict of interest, during the course of performance of this Agreement, NFWF Subrecipient will immediately notify NFWF in writing of such actual or potential conflict of interest, whether organizational or otherwise.

SECTION 4 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – GENERAL

4.1. If the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds, the NFWF Subrecipient must read and understand certain applicable federal regulations, including but not limited to, the following in Sections 4 and 5 of this Agreement as set forth herein.

The NFWF Subrecipient will need to understand and comply with the OMB Uniform Guidance (including related Supplements as may be applicable to a specific federal funding source(s), and Appendices as may be applicable), in addition to other applicable federal regulations. This includes, but is not limited to, the provisions of the Federal Funding Accountability and Transparency Act (FFATA), which includes requirements on executive compensation, and also requirements implementing the Act for the non-federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and System for Award Management and 2 CFR part 170 Reporting Subaward and Executive Compensation Information. The most recent version of the Electronic Code of Federal Regulations can be found at <https://www.ecfr.gov/>.

4.2. 2 CFR § 200 Subpart F Audits.

It is the responsibility of the NFWF Subrecipient to arrange for audits as required by 2 CFR Part 200, Subpart F – Audit Requirements. The NFWF Subrecipient shall notify NFWF in writing about 2 CFR Subpart F audit findings related to projects funded by NFWF pass-through funds. The NFWF Subrecipient understands that NFWF may require the NFWF Subrecipient to take corrective action measures in response to a deficiency identified during an audit.

4.3. Real and Personal Property.

In accordance with 2 C.F.R. § 200.316 (Property trust relationship), real property, equipment, and intangible property acquired or improved with federal funds must be held in trust by the NFWF Subrecipient as trustee for the beneficiaries of the project or program under which the property was acquired or improved. This trust relationship exists throughout the duration of the property's estimated useful life during which time the Federal Government retains an undivided, equitable reversionary interest in the property (Federal Interest). During the duration of the Federal Interest, the NFWF Subrecipient must comply with all use, reporting, and disposition requirements and restrictions as set forth in 2 C.F.R. §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship) and 200.329 (Reporting on real property), as applicable.

4.4. Mandatory Disclosure.

NFWF Subrecipient must disclose, in a timely manner, in writing to NFWF all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in this Agreement, including termination, and any remedies provided under law, including suspension or debarment by cognizant federal authorities.

4.5. Trafficking in Persons.

Pursuant to section 106(a) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)) (codified at 2 C.F.R. Part 175), NFWF Subrecipient shall comply with the below provisions. Further, NFWF Subrecipient shall flow down these provisions in all subawards and contracts, including a requirement that Subrecipients similarly flow down these provisions in all lower-tiered subawards and subcontracts. The provision is cited herein:

- I. Trafficking in persons.
- a. *Provisions applicable to a recipient that is a private entity.*
 - 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 - 2. We as the federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),".
 - b. *Provision applicable to a recipient other than a private entity.* We as the federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-
 - 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),".
 - c. *Provisions applicable to any recipient.*
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. *Definitions.* For purposes of this award term:
 1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

4.6. 41 United States Code (U.S.C.) 4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection:

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712.

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

4.7. 41 USC §6306, Prohibition on Members of Congress Making Contracts with Federal Government.

No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit. NFWF Subrecipient shall flow down this provision in all subawards and contracts, including a requirement that subrecipients similarly flow down this provision in all lower-tiered subawards and subcontracts.

4.8. Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving.

(Sub)Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order. NFWF Subrecipient shall flow down this provision in all subawards and contracts, including a requirement that subrecipients similarly flow down this provision in all lower-tiered subawards and subcontracts.

4.9. 43 CFR §18 New Restrictions on Lobbying.

By execution of this Agreement, the NFWF Subrecipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, and certifies to the following statements:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the NFWF Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(c) The NFWF Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification, as represented by execution of this Agreement, is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. All liability arising from an erroneous representation shall be borne solely by the entity filing that representation and shall not be shared by any entity to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31 of the U.S. Code.

4.10. Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements.

The NFWF Subrecipient must not require their employees, subrecipients, or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees, subrecipients, or contractors from lawfully reporting such

waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. The NFWF Subrecipient must notify their employees, subrecipients, or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.

4.11. Drug-Free Workplace.

The NFWF Subrecipient must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 41 USC Chapter 81 Drug-Free Workplace.

4.12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. (Effective 8/13/2020)

As required by 2 CFR 200.216, the NFWF Subrecipient is prohibited from obligating or expending funds awarded under this Agreement to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services from Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, or any other company, including affiliates and subsidiaries, owned or controlled by the People's Republic of China, which are a substantial or essential component of any system, or as critical technology as part of any system. By and through the NFWF Subrecipient's execution of this Agreement, the NFWF Subrecipient warrants and represents that the NFWF Subrecipient will not obligate or expend funds awarded under this Agreement for "covered telecommunications equipment or services" (as this term is defined and this restriction is imposed under 2 CFR 200.216).

4.13. Domestic Preference for Procurements.

- a) Under this Agreement and in accordance with 2 C.F.R. § 200.322, the NFWF Subrecipient shall to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- b) For purposes of this agreement, the following definitions apply:
 - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and
 - ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

SECTION 5 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – FUNDING SOURCE SPECIFIC

NFWF Subrecipient acknowledges that when all or part of this Agreement is funded by a federal award that certain representations, certifications, and other statements relating to the use of such funds or performance of the Project may be necessary. These representations, certifications and other statements are set forth below. Unless otherwise stated in this Agreement, the execution and submission of this Agreement serves as affirmative acknowledgement of an agreement with the below representations, certifications, and other statements. Further, should circumstances of the NFWF Subrecipient change during the performance of this Agreement that would render one of these representations, certifications and/or other statements inaccurate, invalid or incorrect, the NFWF Subrecipient shall promptly notify NFWF of such change in circumstance. Finally, NFWF reserves the right to update and require subsequent acknowledgement of an agreement with new or revised representations, certifications, and other statements at no additional cost under this Agreement.

Department of Commerce (DOC) Compliance Requirements.

The NFWF Subrecipient must comply with the terms and conditions of a DOC financial assistance award, including applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200), and all associated Terms and Conditions set forth in the Department of Commerce Financial Assistance Standard Terms and Conditions Dated November 12, 2020, available at http://www.osec.doc.gov/oam/grants_management/policy/. See 2 C.F.R. § 200.101(b)(1) (Applicability), which describes the applicability of 2 C.F.R. Part 200 to various types of Federal awards and §§200.331-333 (Subrecipient monitoring and management). Additionally, the NFWF Subrecipient must flow these requirements down to all subrecipients and contractors, including lower tier subrecipients.

Data Sharing Directive.

The Data and Publication Sharing Directive for NOAA Grants, Cooperative Agreements, and Contracts ensures that environmental data funded extramurally by NOAA are made publicly accessible in a timely fashion (typically within two years of collection), and that final manuscripts of peer-reviewed research papers are deposited with the NOAA Central Library (upon acceptance by the journal, or no later than at time of publication). Therefore, non-Federal entities, or recipients, must make data produced under financial assistance publicly accessible in accordance with the Data Management Plan included with the Proposal, unless the grant program grants a modification or an exemption. The text of the Directive is available at <https://nosc.noaa.gov/EDMC/PD.DSP.php>.

- a. Data Sharing: Environmental data collected or created under this Grant, Cooperative Agreement, or Contract must be made publicly visible and accessible in a timely manner, free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse: data must be encoded in a machine-readable format, preferably using existing open format standards; data must be sufficiently documented, preferably using open metadata standards, to

enable users to independently read and understand the data. The location (internet address) of the data should be included in the final report. Pursuant to NOAA Information Quality Guidelines, data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata. Failure to perform quality control does not constitute an excuse not to share data. Data without QC are considered “experimental products” and their dissemination must be accompanied by explicit limitations on their quality or by an indicated degree of uncertainty.

- b. Timeliness: Data accessibility must occur no later than publication of a peer-reviewed article based on the data, or two years after the data are collected and verified, or two years after the original end date of the grant (not including any extensions or follow-on funding), whichever is soonest, unless a delay has been authorized by the NOAA funding program.
- c. Disclaimer: Data produced under this award and made available to the public must be accompanied by the following statement: "These data and related items of information have not been formally disseminated by NOAA, and do not represent any agency determination, view, or policy."
- d. Failure to Share Data: Failing or delaying to make environmental data accessible in accordance with the submitted Data Management Plan, unless authorized by the NOAA Program, may lead to enforcement actions, and will be considered by NOAA when making future award decisions. Funding recipients are responsible for ensuring these conditions are also met by sub-recipients and subcontractors.
- e. Funding acknowledgement: Federal funding sources shall be identified in all scholarly publications. An Acknowledgements section shall be included in the body of the publication stating the relevant Grant Programs and Award Numbers. In addition, funding sources shall be reported during the publication submission process using the FundRef mechanism (<http://www.crossref.org/fundref/>) if supported by the Publisher.
- f. Manuscript submission: The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository at <http://library.noaa.gov/repository> after acceptance, and no later than upon publication, of the paper by a journal. NOAA will produce a publicly-visible catalog entry directing users to the published version of the article. After an embargo period of one year after publication, NOAA shall make the manuscript itself publicly visible, free of charge, while continuing to direct users to the published version of record.

- g. **Data Citation:** Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher, using unambiguous labels such as Digital Object Identifiers (DOIs). All data and derived products that are used to support the conclusions of a peer-reviewed publication must be made available in a form that permits verification and reproducibility of the results.

Scientific Integrity.

- a. ***Maintaining Integrity.*** The NFWF Subrecipient shall maintain the scientific integrity of research performed pursuant to this grant or financial assistance award including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct. All the requirements of this provision flow down to subrecipients.
- b. ***Peer Review.*** The peer review of the results of scientific activities under a NOAA grant, financial assistance award, or cooperative agreement shall be accomplished to ensure consistency with NOAA standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.
- c. In performing or presenting the results of scientific activities under the NOAA grant, financial assistance award, or cooperative agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the NFWF Subrecipient and all subrecipients shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at <https://nrc.noaa.gov/ScientificIntegrityCommons.aspx>.
- d. ***Primary Responsibility.*** The NFWF Subrecipient shall have the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. Unless otherwise instructed by the grants officer, the recipient shall promptly conduct an initial inquiry into any allegation of such misconduct and may rely on its internal policies and procedures, as appropriate, to do so.

- e. By executing this grant, financial assistance award, or cooperative agreement the NFWF Subrecipient provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.

- f. The NFWF Subrecipient shall insert this provision in all subawards at all tiers under this grant, financial assistance award, or cooperative agreement.

Field Work.

The NFWF Subrecipient is required to follow recognized best practices for minimizing impacts to the human and natural environment when applicable and will provide for safety in their projects as needed, including addressing the safety of personnel, associates, visitors, and volunteers in their projects. In addition, any use of unoccupied aircraft systems in projects under this award must be in compliance with all applicable Federal Aviation Administration regulations, and any other applicable federal, state, or local regulations.

SECTION 6 OTHER REPRESENTATIONS, CERTIFICATIONS, STATEMENTS AND CLAUSES

NFWF Subrecipient acknowledges that all or part of this Agreement may be funded by a non-federal source that requires certain representations, certifications, and other statements relating to the use of such funds or performance of the Project. These representations, certifications and other statements are set forth below. Unless otherwise stated in this Agreement, the execution and submission of this Agreement serves as affirmative acknowledgement of an agreement with the below representations, certifications, and other statements. Further, should circumstances of the NFWF Subrecipient change during the performance of this Agreement that would render one of these representations, certifications and/or other statements inaccurate, invalid or incorrect, the NFWF Subrecipient shall promptly notify NFWF of such change in circumstance. Finally, NFWF reserves the right to update and require subsequent acknowledgement of an agreement with new or revised representations, certifications, and other statements at no additional cost under this Agreement.

None.



Monday, November 14, 2022

Item Title:

Conventional Servitude of Passage to Provide and Maintain Public Utilities for Glen Oaks Subdivision

Item Summary:

RESOLUTION: Authorizing the Parish President's execution of an agreement with Glen Oaks Homeowners' Association, Inc. for a conventional servitude of passage to provide and maintain public utilities.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	11/2/2022	Executive Summary
Resolution	11/2/2022	Resolution
Act of Exclusive Conventional Servitude of Passage	11/3/2022	Backup Material
Glen Oaks HOA	11/2/2022	Backup Material
TPCG Solid Waste Private Point of Collection	11/3/2022	Backup Material
Glen Oaks Subdivision	11/2/2022	Plat



EXECUTIVE SUMMARY

PROJECT TITLE

RESOLUTION: Authorizing the Parish President's Execution of an Agreement with Glen Oaks Homeowners' Association, Inc. for a Conventional Servitude of Passage to Provide and Maintain Public Utilities

PROJECT SUMMARY (200 WORDS OR LESS)

The public right of passage over Glen Oaks Drive and Ordinance 5680 has been partially revoked by the Parish Council of the Terrebonne Parish Consolidated Government, but the right to install, construct, repair, and maintain drainage, sewer, electrical, communication, gas and water utilities originally granted over the street Glen Oaks Drive, Right of Way as well as allowing emergency vehicles such as police, fire, and ambulance services use, surrounding residential lots has been expressly retained and as set forth in the original Act of Dedication.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

TPCG wishes to promote the health, safety, and welfare of its residents by providing Public Utilities and Public Services to the residents of Glen Oaks, and the residents of Glen Oaks with to continue receiving paid for utility services.

TOTAL EXPENDITURE

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)			
ACTUAL		ESTIMATED	
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)			
N/A	NO	YES	IF YES AMOUNT BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE	1	2	3	4	5	6	7	8	9
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Mike Toups, Parish Manager

Date

OFFERED BY:

SECONDED BY:

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT'S EXECUTION
OF AN AGREEMENT WITH GLENN OAKS HOMEOWNERS'
ASSOCIATION, INC. FOR A CONVENTIONAL SERVITUDE OF PASSAGE
TO PROVIDE AND MAINTAIN PUBLIC UTILITIES

WHEREAS, in 1996, a servitude of public use over Glen Oaks Drive was statutorily dedicated to in accordance with La. R.S. 33:5051 through the filing of Map No. 9922 of the Terrebonne Parish Clerk of Court, COB 1524, Folio 512, Entry No. 983847 and COB 1530, Folio 512, Entry No. 986145;

WHEREAS the sewerage facility was transferred to TPCG, COB 1533, Folio 162, Entry No. 987464;

WHEREAS TPCG accepted the dedicated maintenance of streets, servitudes, utilities, gas, sewer, and right-of-ways in Ordinance 5680;

WHEREAS Glen Oaks Homeowners Association, Inc., who acquired from Dixie Rice Agriculture, LLC, who transferred all rights, title, and interest in the property listed herein to Glen Oaks Homeowners Association, Inc., recorded Terrebonne Parish, Louisiana, COB 2645, Folio 180, Entry No. 1633057; Pernell and Tara Pellegrin; COB 2664, Folio 460, Entry No. 1646450; Scott A. and Sarah Haydel; COB 2661, Folio 801, Entry No. 16447061; Gordon Earl Dove, Sr. and Mona Dove, COB 2661, Folio 793, Entry No. 1644705;

WHEREAS, the public right of passage over Glen Oaks Drive and Ordinance 5680 has been partially revoked by the Parish Council of the Terrebonne Parish Consolidated Government, but the right to install, construct, repair, and maintain drainage, sewer, electrical, communication, gas and water utilities originally granted over the street Glen Oaks Drive, Right of Way as well as allowing emergency vehicles such as police, fire, and ambulance services use, surrounding residential lots has been expressly retained and as set forth in the original Act of Dedication; and

WHEREAS, Terrebonne Parish Consolidated Government wishes to promote the health, safety, and welfare of its residents by providing Public Utilities and Public Services to the residents of Glen Oaks, and the residents of Glen Oaks wish to continue receiving paid for utility services;

NOW THEREFORE BE IT RESOLVED that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby authorize the Parish President to sign the attached Agreement on behalf of the Terrebonne Parish Consolidated Government.

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

ABSENT:

The Chair declared the resolution adopted on this, the ____ day of _____, 2022.

* * * * *

I, Tammy Triggs, Council Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the _____ Committee on _____, 2022 and subsequently ratified by the Terrebonne Parish Council in Regular Session on _____, 2022 at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS ____TH DAY OF _____, 2022.

TAMMY TRIGGS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

November 3, 2022

**ACT OF EXCLUSIVE CONVENTIONAL SERVITUDE OF PASSAGE FOR
PURPOSE TO PROVIDE AND MAINTAIN PUBLIC UTILITIES**

STATE OF LOUISIANA

PARISH OF TERREBONNE

NOW APPEARS the following parties who enter into the following agreement:

I. GRANTOR:

GLEN OAKS HOMEOWNERS' ASSOCIATION, INC., a Non-profit Corporation organized and existing under and by virtue of the Laws of the State of Louisiana, herein represented by its duly authorized President, Brian P. Hebert, by virtue of a Resolution of the Board of Directors attached hereto and made a part hereof, with a mailing address of 4 Glen Oaks Drive, Houma, LA 70360; (**Exh. A**) and

II. GRANTEE:

TERREBONNE PARISH CONSOLIDATED GOVERNMENT (TPCG), a political subdivision of the State of Louisiana, with a mailing address of P.O. Box 2768, Houma, LA 70361, appearing herein through its duly authorized Parish President, Gordon E. Dove.

who declared as follows

III. WHEREAS, in 1996, a servitude of public use over Glen Oaks Drive was statutorily dedicated to in accordance with La. R.S. 33:5051 through the filing of Map No. 9922 of the Terrebonne Parish Clerk of Court, COB 1524, Folio 512, Entry No. 983847 and COB 1530, Folio 512, Entry No. 986145;

WHEREAS the sewerage facility were transferred to TPCG, COB 1533, Folio 162, Entry No. 987464;

WHEREAS TPCG accepted the dedicated maintenance of streets, servitudes, utilities, gas, sewer, and right-of-ways in Ordinance 5680;

WHEREAS Glen Oaks Homeowners Association, Inc., who acquired from Dixie Rice Agriculture, LLC, who transferred all rights, title, and interest in the property listed herein to Glen Oaks Homeowners Association, Inc., recorded Terrebonne Parish, Louisiana, COB 2645, Folio 180, Entry No. 1633057; Pernell and Tara Pellegrin; COB 2664, Folio 460, Entry No. 1646450; Scott A. and Sarah Haydel; COB 2661, Folio 801, Entry No. 16447061; Gordon Earl Dove, Sr. and Mona Dove, COB 2661, Folio 793, Entry No. 1644705;

WHEREAS, de-dedicated the public right of passage over Glen Oaks Drive and Ordinance 5680 has been partially revoked by the Parish Council of the Terrebonne Parish Consolidated Government, but the right to install, construct, repair, and maintain drainage, sewer, electrical, communication, gas and water utilities originally granted over the street Glen Oaks Drive, Right of Way as well as allowing emergency vehicles such as police, fire, and ambulance services use, surrounding residential lots has been expressly retained and as set forth in the original Act of Dedication; and

WHEREAS, Terrebonne Parish Consolidated Government wishes to promote the health, safety, and welfare of its residents by providing Public Utilities and Public Services to the residents of Glen Oaks, and the residents of Glen Oaks wish to continue receiving paid for utility services;

WHEREAS, the de-dedicated ordinance, Ordinance Number _____ is adopted and incorporated herein as **Exh B**.

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WHEREAS, Glen Oaks Homeowners Association warrants to TPCG that it has sole authority to enter into this Conventional Servitude of Street Passage and no resident consent signatures are needed hereto;

BE IT KNOWN, that on the dates hereinafter enumerated, before the undersigned Notaries Public, duly authorized and commissioned in the afore stated Parish and State, in the presence of the undersigned competent witnesses, personally came and appeared:

IV. PURPOSE

GRANTOR acknowledges it owns the private right of street passage, known as Glen Oaks Drive, more fully described below as a result of a partial revocation and dedication pursuant to ordinance and made part herein. (**Exh. B**)

GRANTOR and GRANTEE agree that the Work conducted pursuant to this agreement shall apply to Construction, Repair, and Maintenance of Public Utilities within Glen Oaks Subdivision, including all residential units located within the subdivision. Public Utilities shall be defined as drainage, sewer, electrical, communications, gas, and water utilities for and within the Glen Oaks Subdivision as set forth in the act of dedication except the right of passage which was de-dedicated. Also, emergency vehicles such as police, fire, and ambulance shall have right of access and use as is necessary for ingress and egress. The Parties Agree to provide GRANTEE, its employees, its agents, servants, contractors, or designees a right of passage with known Code access to enter Glen Oaks Subdivision. This agreement to provide Public Utility Services is in accordance with the statutory dedication made in a recorded plat to the Houma Terrebonne Regional Planning Commission on October 17, 1996, at COB 1530, Folio 276, Entry No. 986145, Map No. 9922 and COB 1524, Folio 512, Entry No. 983847, and accepted pursuant to Ordinance 5680 to TPCG, . It is the intent of this agreement that Public Utility servitudes listed in the dedication plat have not been revoked, and the servitude of rite of passage shall allow TPCG to access said Public Utility servitudes. Notwithstanding anything to the contrary herein, and subject to the Hold Harmless and Indemnity clause in Section VIII of this agreement, TPCG and its employees, agents, servants, contractors, or designers shall not be liable or monetarily responsible for the repair of damage or ordinary wear and tear, and/or for the replacement of the concrete on the right of passage.

V. RIGHT OF PASSAGE

GRANTOR declares that it is the Glen Oaks Homeowners' Association Inc., and that it has full authority to agree to and to grant the rights and privileges herein granted to GRANTEE. As such, GRANTORS hereby grant unto GRANTEE, its successors or assigns, a Servitude passage, under, over, through and across the following described property of GRANTORS in the Parish of Terrebonne, Louisiana for purposes of construction, repair and/or maintenance of public utilities and emergency services set forth herein in Article IV to wit:

A perimeter description of Glen Oaks Drive being a permanent right-of-way of varying widths extending through the Glen Oaks Subdivision being more fully shown on a plat of survey title "Glen Oaks Subdivision of Property along Polk Street within the City of Houma Located in Section 102, T17S – R17E, Terrebonne Parish, Louisiana, dated February 28, 1996 and revised on October 31, 1996 and recorded at the Terrebonne Parish Clerk of Courts filed under COB No. 1530, Folio 276, Entry No. Number 986145 by Owner – Developer, Contran Realty Corporation Single Family Residential Development, and placed in Map Volume 82, Folio 50, Map Number 9922 and COB 2645, Folio 180, Entry No. 1633057 and COB 1524, Folio 512, Entry No. 983847. Said perimeter description of Glen Oaks Drive being more fully described as follows:

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COMMENCING at a called for $\frac{3}{4}$ " galvanized iron pipe at the southwesterly corner of Lot 10 of Glen Oaks Subdivision being a point on the easterly right of way line of Polk Street; thence along a curve to the left having a delta angle of $04^{\circ} 42' 33''$, radius of 2,894.79 feet, arc length of 237.92 feet, and a chord bearing North $18^{\circ} 52' 17''$ East a distance of 237.86' to a called for $\frac{3}{4}$ " galvanized iron pipe; said point is the "POINT OF BEGINNING" (P.O.B.) of said Glen Oak Drive right of way;

THENCE, along a curve to the left having a delta angle of $01^{\circ} 35' 15''$, radius of 2,894.79 feet, arc length of 80.21 feet, and a chord bearing North $15^{\circ} 43' 23''$ East a distance of 80.20' to a called for $\frac{3}{4}$ " galvanized iron pipe;

THENCE, along curve to the left having a delta angle of $82^{\circ} 05' 41''$, radius of 15 feet, arc length of 21.49 feet, and a chord bearing South $26^{\circ} 07' 05''$ East a distance of 19.70 feet to a called for $\frac{3}{4}$ " galvanized iron pipe;

THENCE, South $67^{\circ} 09' 56''$ East a distance of 44.57' to a called for $\frac{3}{4}$ " galvanized iron pipe;

THENCE, South $83^{\circ} 13' 42''$ East a distance of 56.35' to a called for $\frac{3}{4}$ " galvanized iron pipe;

THENCE, South $67^{\circ} 09' 56''$ East a distance of 56.61' to a called for $\frac{3}{4}$ " galvanized iron pipe;

THENCE, South $47^{\circ} 39' 14''$ East a distance of 46.64' to a called for $\frac{3}{4}$ " galvanized iron pipe;

THENCE, South $67^{\circ} 09' 56''$ East a distance of 342.75' to a called for $\frac{3}{4}$ " galvanized iron pipe;

THENCE, along curve to the left having a delta angle of $48^{\circ} 11' 23''$, radius of 25 feet, arc length of 21.03 feet, and a chord bearing North $88^{\circ} 44' 23''$ East a distance of 20.41 feet to a called for $\frac{3}{4}$ " galvanized iron pipe;

THENCE, along curve to the right having a delta angle of $39^{\circ} 47' 53''$, radius of 50 feet, arc length of 34.73 feet, and a chord bearing North $84^{\circ} 32' 38''$ East a distance of 34.04 feet to a called for $\frac{3}{4}$ " galvanized iron pipe;

THENCE, along curve to the right having a delta angle of $98^{\circ} 23' 30''$, radius of 50 feet, arc length of 85.86 feet, and a chord bearing South $26^{\circ} 21' 41''$ East a distance of 75.69 feet to a called for $\frac{3}{4}$ " galvanized iron pipe;

THENCE, along curve to the right having a delta angle of $101^{\circ} 33' 14''$, radius of 50 feet, arc length of 88.62 feet, and a chord bearing South $73^{\circ} 36' 41''$ West a distance of 77.47 feet to a called for $\frac{3}{4}$ " galvanized iron pipe;

THENCE, along curve to the right having a delta angle of $36^{\circ} 38' 09''$, radius of 50 feet, arc length of 31.97 feet, and a chord bearing North $37^{\circ} 17' 37''$ West a distance of 31.43 feet to a called for $\frac{3}{4}$ " galvanized iron pipe;

THENCE, along curve to the left having a delta angle of $48^{\circ} 11' 23''$, radius of 25 feet, arc length of 21.03 feet, and a chord bearing North $43^{\circ} 04' 14''$ West a distance of 20.41 feet to a called for $\frac{3}{4}$ " galvanized iron pipe;

THENCE, North $67^{\circ} 09' 56''$ West a distance of 357.59' to a called for $\frac{3}{4}$ " galvanized iron pipe;

THENCE, North $77^{\circ} 29' 55''$ West a distance of 32.57' to a called for $\frac{3}{4}$ " galvanized iron pipe;

THENCE, North $67^{\circ} 09' 56''$ West a distance of 48.71' to a called for $\frac{3}{4}$ " galvanized iron pipe;

THENCE, North $59^{\circ} 16' 01''$ West a distance of 42.44' to a called for $\frac{3}{4}$ " galvanized iron pipe;

THENCE, North $67^{\circ} 09' 56''$ West a distance of 51.68' to a called for $\frac{3}{4}$ " galvanized iron pipe;

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THENCE, along curve to the left having a delta angle of 96° 19' 04", radius of 15 feet, arc length of 25.22 feet, and a chord bearing South 64° 40' 32" West a distance of 22.35 feet to the "POINT OF BEGINNING (P.O.B.);

The total area of said Glen Oaks Drive contains 0.876 acres.

Grantor prepared the property description through Jake C. Mattingly, PLS, Reg. No. 4710. A copy of the map depicting the property described above is attached herein as **Exh. C**. GRANTOR hereby declares under oath that the Property upon which it grants a servitude has not been heretofore alienated and that there are no mortgages, liens, or encumbrances against said property whatsoever.

Grantee shall not be responsible for any water or communications.

VI. CONSIDERATION

5.1. In consideration of GRANTOR's granting of the servitude of right of passage, GRANTEE shall continue to provide construction, service, and maintenance of the dedicated Public Utilities, and allow emergency services vehicles such as police, fire, and ambulance to use the street right of passage for ingress and egress. As further consideration, the residents of Glen Oaks Subdivision agree to pay all applicable User Fees and Service fees under the Terrebonne Parish Code of Ordinances.

5.2. The consideration herein shall be for this entire Agreement.

VII. EFFECTIVE DATE

The Parties to this Servitude hereby acknowledge and agree that this Servitude shall be effective between the parties hereto on of the date of execution of this Servitude by both parties.

VIII. INSURANCE

7.1. Grantor agrees to procure and maintain for the duration of this agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the terms of this agreement a policy of general liability insurance with limits of not less than \$1,000,000.00 per occurrence and general aggregate limits of not less than \$2,000,000.00. Claims Made form is unacceptable.

7.2. Grantee is to be added as "additional insured" on all policies to the extent of the risks and liabilities assumed by the GRANTOR pursuant to this Agreement for all coverage.

7.3. All policies of insurance shall favor GRANTEE with a waiver of subrogation.

7.4. Insurance to be placed with insurers authorized in Louisiana with a Best's rating of no less than A-VI.

7.5. GRANTOR shall furnish to GRANTEE insurance certificates which are to be signed by a person authorized by that insurer to bind coverage on its behalf on an annual basis. The certificates are to be approved by GRANTOR before work commences. Each party reserves the right to require complete, certified copies of all required policies, at any time.

IX. INDEMNITY

8.1. GRANTEE agrees to hold harmless, defend and indemnify GRANTOR of and from all claims for death of or bodily injury to persons, or damage to property

November 3, 2022

arising out of any negligent acts or omissions by GRANTEE, its agents, employees and servants in the exercise of any rights granted hereunder. Grantor shall only be liable for its negligence.

8.2. GRANTOR agrees to hold harmless, defend and indemnify GRANTEE of and from all claims for death of or bodily injury to persons, or damage to property arising out of any negligent acts or omissions by GRANTOR, its agents, employees and servants relating to the fitness and maintenance of the property and appurtenances within the servitude for use in solid waste pickup services to residential units within the Glen Oaks Subdivision, and the use of the property by parties other than GRANTOR. Grantor shall only be liable for its negligence.

X. OTHER TERMS AND CONDITIONS

10.1. GRANTOR and GRANTEE acknowledge that the execution of this agreement does not affect or revoke any existing public servitudes on the Property.

10.2. This is only the grant of a servitude which will in no way affect the minerals underlying the said property. No other rights of any nature are transferred to GRANTEE, herein, the ownership of said land being vested in GRANTOR.

10.3. GRANTOR agrees that it shall comply with Terrebonne Parish Code of Ordinances, and GRANTOR agrees that shall assist GRANTEE in enforcing compliance among the residents of The Glen Oaks Subdivision of the Terrebonne Parish Code of Ordinances in matters related to their use of the Public Utilities as defined herein, as well as it relates to TPCG's construction, service, and maintenance of the Public Utilities.

10.4. It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of inspecting and auditing all data, records and accounts which relate to this Agreement, upon request. Records shall be made available during normal working hours for this purpose.

10.5. This Agreement may only be amended or supplemented when it has been reduced to writing and executed by the duly authorized representatives of all parties.

10.6. The failure of any party to enforce any or all of the obligations, terms or conditions of this Agreement in particular instances shall not constitute a waiver of or preclude the subsequent enforcement of any or all of the obligations, terms and conditions of this Agreement.

10.7. All work product, including records, reports, documents, or other material related to this Agreement shall become the property of GRANTEE. GRANTEE shall have the right to require Grantor to furnish copies of all documents, memoranda, notes, or other material obtained or prepared in connection with this Agreement within seven (7) days of receipt of written notice issued by GRANTEE.

10.8. This Agreement, and the records and reports directly related to this Agreement, are public record, except where determined otherwise by the Terrebonne Parish Public Records Custodian in accordance with the Louisiana Public Records Act, and Grantor acknowledges that it is aware of and shall comply with all laws governing public records.

10.9. The relationship between all parties of this Agreement shall be, and only be, that of independent parties and no party hereto shall be construed to be an employee, agent, partner of, or in joint venture with any other party hereto. The Grantor and Grantee agree that no third person or persons shall be considered beneficiaries of this Agreement.

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10.10. The parties expressly agree that they are independent of each other as defined in RS.23:1021 (7) and, as such, expressly agree that no party shall not be liable to the other parties or to anyone employed by the other parties for any benefits or coverage as provided by the Workers' Compensation Law of the State of Louisiana.

10.11. The parties expressly declare and acknowledge that they are an independent contractors and, as such, are being engaged by the others under this Agreement as noted and defined in R.S. 23:1472(12)(E) and, therefore, it is expressly declared and understood between the parties hereto, that for the purposes of unemployment compensation only:

10.11.1 Each party has been and will be free from any control or direction by the other parties over the performance of the services covered by this Agreement;

10.11.2 The services to be rendered by each party hereunder are outside the normal course and scope of the other parties' businesses; and

10.11.3 Each party is customarily engaged in its own independently established trade, occupation, profession, or business.

10.11.4 No party or anyone employed or contracted by that party shall be considered an employee of the other party to this Agreement for the purpose of unemployment compensation coverage.

10.12. The venue of any suit filed in connection with any claim or controversy shall be the Thirty- second Judicial District Court, Parish of Terrebonne, State of Louisiana

10.13. If any obligation, term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provisions of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

10.14. In the event of breach of this Agreement by any party, all parties may utilize the remedies herein and allowed by law.

10.15. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.

10.16. The representations, recitations, and preambles set forth in the foregoing recitals are material to this agreement and are hereby incorporated into and made part of this agreement as though they were fully set forth in this Section.

10.17. In the event any emergency vehicles must destroy and/or damage any barricaded gates or other obstructing property to enter or exit, the replacement and/or repairs to the property shall be the sole cost and expense of the Glen Oaks Homeowners Association.

10.18. The parties agree that TPCG will pick up debris for Glen Oaks Subdivision pursuant to TPCG Code Section 24.7.1.4.2. See TPCG Solid Waste Private Point of Collection Program Application attached hereto and made a part hereof as **Exh. D**.

XI. NOTICES

November 3, 2022

All notices required to be given in writing under this Agreement shall be deemed delivered when deposited in the United States mail with first class postage prepaid unless otherwise provided herein, such notice being given to the following persons and addresses:

Glen Oaks Homeowners’ Association, Inc.
Attn: President
4 Glen Oaks Drive
Houma, LA 70360

Terrebonne Parish Consolidated Government
Attn: Parish Manager
P.O. Box 2678
Houma, LA 70361

Either party may change its respective notice address by written notice as specified above.

XII. TERM

This Servitude shall be perpetual unless otherwise cancelled by GRANTEE, or by the mutual written agreement of both parties.

XIII. Glen Oaks Homeowners Association has had the opportunity to consult with an attorney and warrants it has read and knowingly approves this Agreement.

XIV. SIGNATURES OF THE PARTIES

All signatures to this agreement as authorized to sign this agreement.

THUS, DONE AND SIGNED by GRANTOR, on this _____ day of _____, 2022, before me, Notary Public, and in the presence of the undersigned competent witnesses in the Parish of Terrebonne, State of Louisiana, after a thorough reading of the whole.

WITNESSES:

**TERREBONNE PARISH
CONSOLIDATED GOVERNMENT**

By: _____
Gordon E. Dove, Parish
President

NOTARY PUBLIC

THUS, DONE AND SIGNED by GRANTEE, on this _____ day of _____, 2022, before me, Notary Public, and in the presence of the undersigned competent witnesses in the Parish of Terrebonne, State of Louisiana, after a thorough reading of the whole.

November 3, 2022

WITNESSES: **GLEN OAKS HOMEOWNERS’ ASSOCIATION, INC.**

By: _____
Brian P. Hebert, President
Glen Oaks Homeowners’ Association

NOTARY PUBLIC

**WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF
GLEN OAKS HOMEOWNERS' ASSOCIATION, INC**

The undersigned, being all of the members of the Board of Directors (the "Board") of the Glen Oaks Homeowners' Association, Inc., a Louisiana corporation (the "HOA") do hereby waive any applicable requirements of notice and a meeting and do hereby consent to, approve, adopt and ratify the following actions and resolutions effective as of October 31, 2022:

1. De-dedication of Public Right of Way

WHEREAS, pursuant to Terrebonne Parish Consolidated Government ("TPCG") Ordinance 5680, passed in 1996, and the contemporaneous filing of Map No. 9922 with the Terrebonne Parish Clerk of Court, COP 1524, Folio 512, Entry No. 983847 and COB 1530, Folio 512, Entry No. 986145, a public servitude of passage over Glen Oaks Drive was accepted by TPCG;

WHEREAS, the HOA acquired all rights title and interest to the property making up Glen Oaks Drive from Dixie Rice Agriculture, LLC, COB 2645, Folio 180, Entry No. 1633057; Pernell and Tara Pellegrin; COB 2664, Folio 460, Entry No. 1646450; Scott A. and Sarah Haydel; COB 2661, Folio 801, Entry No. 16447061; Gordon Earl Dove, Sr. and Mona Dove, COB 2661, Folio 793, Entry No. 1644705;

WHEREAS, after due consideration the Board has determined that it is in the best interest of the HOA and its members to seek the de-dedication of the public right-of-way on an over Glen Oaks Drive and return Glen Oak Drive to private status for the safety and security of the HOA and its members;

NOW, THEREFORE, BE IT RESOLVED, that the Acts of Donation whereby HOA acquired the title and interest to the property making up Glen Oaks Drive, specifically from Dixie Rice Agriculture, LLC, COB 2645, Folio 180, Entry No. 1633057; Pernell and Tara Pellegrin; COB 2664, Folio 460, Entry No. 1646450; Scott A. and Sarah Haydel; COB 2661, Folio 801, Entry No. 16447061; Gordon Earl Dove, Sr. and Mona Dove, COB 2661, Folio 793, Entry No. 1644705, are hereby ratified, confirmed and approved in all respects;

BE IT FURTHER RESOLVED, that the HOA approves, confirms, and ratifies and hereby request the TPCG pass an Ordinance for the purpose of partially revoking Ordinance 5680 and thereby de-dedicating the public right-of-way on and over Glen Oaks Drive; and

BE IT FURTHER RESOLVED, that Brian Hebert, President of the HOA be and he is hereby authorized on behalf of the HOA to request that the TPCG consider and pass in to law an Ordinance sustainably similar to the draft Ordinance attached hereto as Exhibit "A" for the purpose of de-dedicating the public's right of passage on and over Glen Oaks Drive.

2. Granting Servitude of Passage to Terrebonne Parrish Consolidated Government To Provide and Maintain Public Utilities

BE IT FURTHER RESOLVED, that, Brian Hebert, President of the HOA be and he is hereby authorized on behalf of the HOA to consent to, approve adopt and execute an Act of Exclusive Conventional Servitude of Passage For Purpose to Provide and Maintain Public Utilities in for form substantially similar to the draft attached hereto as Exhibit "B" for the purpose of granting the TPCG and its agents and representatives passage on and over Glen Oaks Drive for the purpose of providing and maintain certain utilities as provided for therein.

3. Miscellaneous

BE IT FURTHER RESOLVED, that any and all actions taken in good faith by any member of the Board, any HOA authorized person prior to the date hereof in connection with the matters contemplated by the foregoing resolutions and on behalf of the HOA or are in all respects ratified, confirmed and approved by the HOA, as its own act and deed, and shall be conclusively deemed to be such HOA act and deed for all purposes;

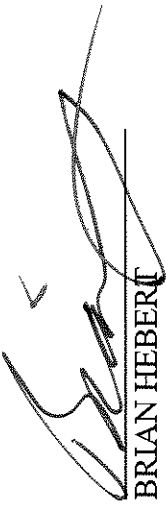
BE IT FURTHER RESOLVED, that the Board, any HOA authorized person be, and each hereby is, authorized to take, or cause to be taken, any and all actions which they may deem necessary or desirable to carry out the purpose and intent of the foregoing resolutions, and to make, execute and deliver, or cause to be made, executed and delivered, all agreements, undertakings, documents, instruments or certificates in the name, and on behalf of, the H O A as they may deem necessary or desirable in connection therewith, and to perform, or cause to be performed, the obligations of the HOA under the agreements specified in the foregoing resolutions and any other agreements referred to or contemplated therein; and

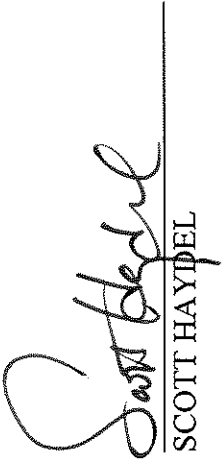
RESOLVED, FURTHER, that this Written Consent may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument and for purposes of this Written Consent, a facsimile copy or an e-mail of a PDF file containing a copy of the signature page of any person executing this Written Consent shall be effective as an original signature and effective as an execution counterpart hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned, being all of the member of the board of directors of the Glen Oaks Homeowners Association, Inc. have duly and validly executed this Written Consent, effective as of the date first written above.

BOARD OF DIRECTORS


BRIAN HEBERT


SCOTT HAYDEL


RICHARD WATKINS

TPCG SOLID WASTE PRIVATE POINT OF COLLECTION PROGRAM
APPLICATION UNDER PARISH CODE SECTION 11-27(d)

Date: 11-3-2022

Name of Owner or Home Owner Association (Applicant): Glen Oaks HOA, Inc.

Physical Address: 4 Glen Oaks, Houma, LA 70360

Mailing Address: PO Box 3106, Houma, LA 70361

Name of Authorized Agent (certificate required): Brian Hebert, President

Agent's Mailing Address: PO Box 3106, Houma, LA 70361

Agent's Telephone: 985-209-3522 Email: bphebert@mphinc.com

Describe the subdivision(s) or court(s) for which you are applying for services. Attach maps or subdivision plats if available. See Plot A

Applicant declares the following (initial all):

☒ Applicant is in good standing with the TPCG for payment of user fees and has not opted out of municipal solid waste collection services under Terrebonne Parish Code Chapter 11, Article II.

☒ Applicant acknowledges receipt of a copy of Terrebonne Parish Code of Ordinances **Sec. 11-27. – Solid waste collection services; point of collection.**

☒ Street(s) for services meet or exceed the minimum standards for streets applicable to the type of subdivision in which the unit is situated, as established by Appendix A of the Terrebonne Parish Code of Ordinances.

Circle the applicable Section: Section 24.7.1.1.1, Section 24.7.1.2.1, or **Section 24.7.1.4.2.**

☒ Applicant acknowledges that this application is subject to written approval by TPCG and agreement between Applicant and TPCG to enter upon and use the street(s) for solid waste collection.

Applicant Signature [Signature]

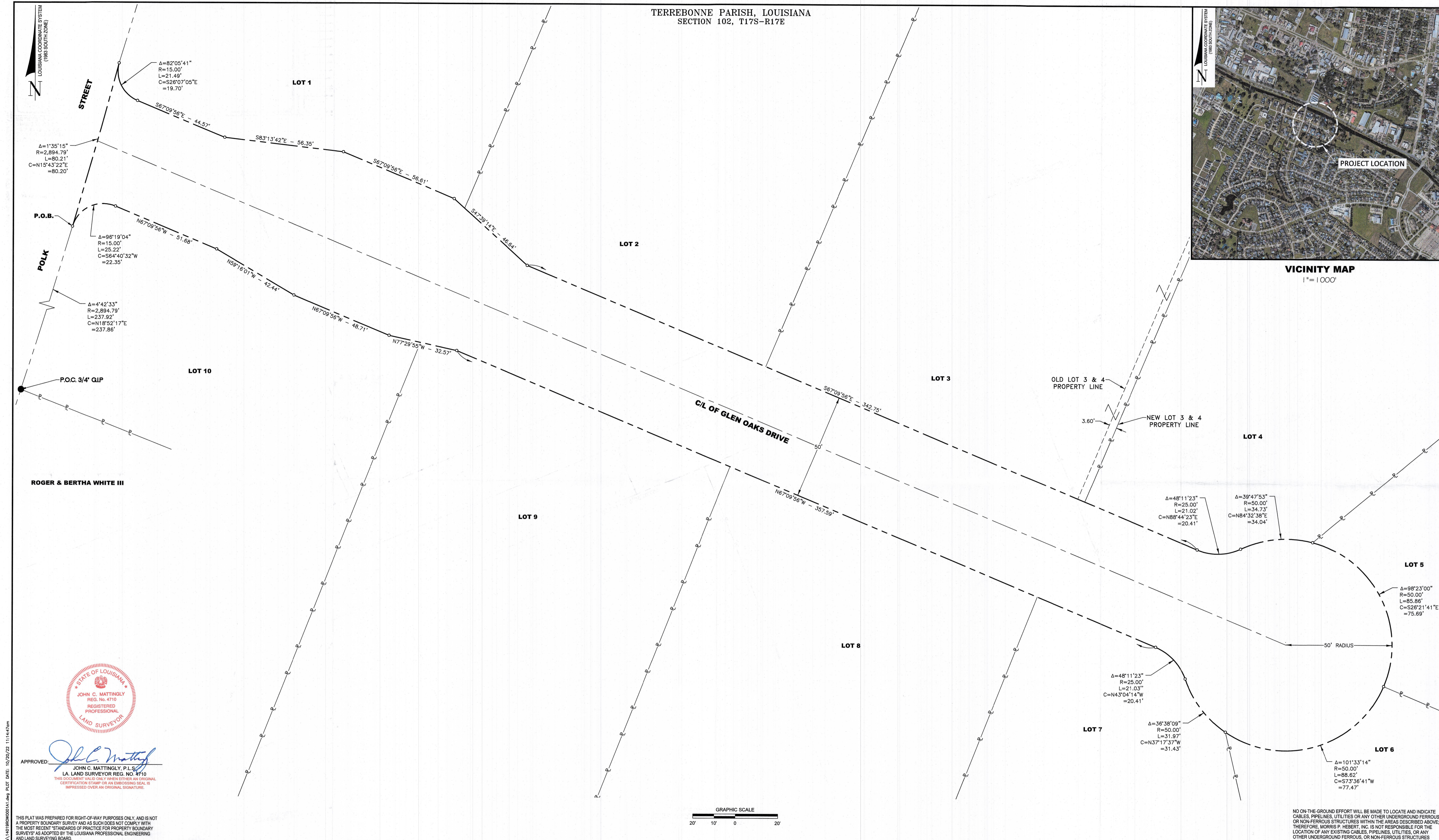
This Section is For Office Use Only

Item Check	Date	Comments
Maps		
Drone Footage		
Street Inspection		
Agreement		

Solid Waste Director _____

Application: Approved/Denied _____ Date _____

Additional Comments: _____



VICINITY MAP
1"=1000'

STATE OF LOUISIANA
JOHN C. MATTINGLY
REG. NO. 4710
REGISTERED
PROFESSIONAL
LAND SURVEYOR

APPROVED: *John C. Mattingly*
JOHN C. MATTINGLY, P.L.S.
LA LAND SURVEYOR REG. NO. 4710
THIS DOCUMENT VALID ONLY WHEN EITHER AN ORIGINAL
CERTIFICATION STAMP OR AN EMBOSSED SEAL IS
IMRESSED OVER AN ORIGINAL SIGNATURE.

THIS PLAT WAS PREPARED FOR RIGHT-OF-WAY PURPOSES ONLY, AND IS NOT
A PROPERTY BOUNDARY SURVEY AND AS SUCH DOES NOT COMPLY WITH
THE MOST RECENT "STANDARDS OF PRACTICE FOR PROPERTY BOUNDARY
SURVEYS" AS ADOPTED BY THE LOUISIANA PROFESSIONAL ENGINEERING
AND LAND SURVEYING BOARD.

GENERAL NOTES:


MATERIAL SUMMARY		
TAG	QUANTITY	DESCRIPTION

REFERENCE DRAWINGS	
DRAWING NO.	TITLE
514-95-1.DWG	GLEN OAKS SUBDIVISION OF PROPERTY ALONG POLK ST. WITHIN THE CITY OF HOUMA LOCATED IN SECTION 102, T17S-R17E, TERREBONNE PARISH, LOUISIANA DATED FEBRUARY 28, 1996 RECORDED AT THE TERREBONNE PARISH CLERK OF COURT UNDER ENTRY NO. 986145

REVISIONS					
MK.	DESCRIPTION	DATE	DRAWN	CHKD.	APPD.
1	UPDATED BEARING AND DISTANCES	10/20/2022	JOW	JCM	JCM

GLEN OAKS SUBDIVISION

RESCISSON OF PUBLIC RIGHT-OF-WAY
OVER GLEN OAKS DRIVE WITHIN
THE CITY OF HOUMA LOCATED IN
SECTION 102, T17S-R17E,
TERREBONNE PARISH, LOUISIANA



Surveying • Engineering • Environmental • GIS
P.O. BOX 3108 • 116 VENTURE BLVD. • HOUMA, LOUISIANA 70361 • (866) 679-2731
HOUMA, LA • HOUSTON, TX • SAN ANTONIO, TX • MIDLAND, TX
TEXAS SURVEY FIRM REGISTRATION NUMBER: 12192766 (HOUMA OFFICE)

DRAWN BY:	GWN/MAS	SHEET:	1
CHKD./APPD. BY:	JCM	SCALE:	1" = 20'
UPDATED BY:	JOW	DATE:	10/27/2020
DATA BASE:		JOB NO.	14019
MPH CAD FILE:	14019ROW001A1.DWG		

P:\01-Surveying\Projects\Brow Hebert\14019\CAD Files\14019ROW001A1.dwg PLOT DATE: 10/20/22 11:44:7am



Monday, November 14, 2022

Item Title:

Ordinance to De-Dedicate a Public Servitude of Passage in Glen Oaks Subdivision

Item Summary:

Introduce an ordinance to partially revoke Ordinance No. 5680 and de-dedicate an existing dedicated public servitude of passage for the paved street right-of-way of in Glen Oaks Subdivision, located in Section 102, T17S-R17E; and call a public hearing on said matter on Wednesday, November 30, 2022, at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	11/2/2022	Executive Summary
Ordinance	11/3/2022	Ordinance
Glen Oaks HOA	11/2/2022	Backup Material
Glen Oaks Subdivision	11/2/2022	Plat



EXECUTIVE SUMMARY

PROJECT TITLE

Introduce an Ordinance to Partially Revoke Ordinance 5680 and De-Dedicate an Existing Dedicated Public Servitude of Passage for the Paved Street Right of Way of in Glen Oaks Subdivision Located in Section 102, T17S-R17E; and call a Public Hearing on Wednesday, November 30, 2022 at 6:30 p.m.

PROJECT SUMMARY (200 WORDS OR LESS)

The Glen Oaks Homeowners Association, Inc., Provided property description for the de-dedication of the paved street servitude of passage only known as Glen Oaks Drive. The Glen Oaks Homeowners' Association Inc. request that the Terrebonne Parish Council revoke a dedication of a certain portion of that servitude of the paved street right of passage only.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

For Security concerns and other purposes, desires to make the Glen Oaks Drive street passageway private and has requested that the statutory dedication of Glen Oaks Drive passageway to the public be revoked

TOTAL EXPENDITURE

\$0.00

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

6

7

8

9

Mike Toups, Parish Manager

Date

11/2/22

OFFERED BY:

SECONDED BY:

ORDINANCE NO. ____ - _____

AN ORDINANCE TO PARTIALLY REVOKE ORDINANCE 5680 AND DE-DEDICATE AN EXISTING DEDICATED PUBLIC SERVITUDE OF PASSAGE FOR THE PAVED STREET RIGHT OF WAY OF IN THE GLEN OAKS SUBDIVISION LOCATED IN SECTION 102, T17S-R17E, AND TO PROVIDE FOR OTHER MATTERS RELATIVE THERETO ACCEPTED.

WHEREAS, by virtue of that certain final plat entitled GLEN OAKS SUBDIVISION OF PROPERTY ALONG POLK ST WITHIN THE CITY OF HOUMA LOCATED IN SECTION 102, T17S-R17E, TERREBONNE PARISH, LOUISIANA, approved by Houma Terrebonne Regional Planning Commission on October 17th, 1996 and filed with the Terrebonne Recorder of Mortgages and Conveyances on October 31, 1996 at Entry No. 986145, COB 1530, Folio 512 and Map No. 9922, COB 1524 , Folio 512, Entry No. 983847, and pursuant to Ordinance 5680, a public servitude of passage in the Glen Oaks subdivision in Terrebonne Parish, Louisiana, for public use in accordance with La. R. S. 33:5051, more fully described and depicted in the said final plat; (attached hereto as Exh. A) and

WHEREAS the Glen Oaks Homeowners Association, Inc, provided property description for the de-dedication of the paved street servitude of passage only known as Glen Oaks Drive.

WHEREAS, the Glen Oaks Homeowners Association, Inc., pursuant to the attached resolution, declares it is the sole owner of the property rights listed herein, has the sole authority to request this de-dedication of the street right of passage, and has sole right and authority to enter into a Servitude of Passage Agreement with TPCG;

WHEREAS, the Glen Oaks Homeowners' Association Inc., requests that the Terrebonne Parish Council revoke a dedication of a certain portion of that servitude of the paved street right of passage only, said portion being more fully described as follows:

A perimeter description of Glen Oaks Drive being a permanent right-of-way of varying widths extending through the Glen Oaks Subdivision being more fully shown on a plat of survey title "Glen Oaks Subdivision of Property along Polk Street within the City of Houma Located in Section 102, T17S – R17E, Terrebonne Parish, Louisiana, dated February 28, 1996 and revised on October 31, 1996 and recorded at the Terrebonne Parish Clerk of Courts under Entry Number 986145, Map Volume 82 Folio 50 Map Number 9922 recorded in Conveyance Book 1530 Folio 276 Owner – Developer, Contran Realty Corporation Single Family Residential Development. Said perimeter description of Glen Oaks Drive being more fully described as follows:

COMMENCING at a called for ¾" galvanized iron pipe at the southwesterly corner of Lot 10 of Glen Oaks Subdivision being a point on the easterly right of way line of Polk Street; thence along a curve to the left having a delta angle of 04° 42' 33", radius of 2,894.79 feet, arc length of 237.92 feet, and a chord bearing North 18° 52' 17" East a distance of 237.86' to a called for ¾" galvanized iron pipe; said point is the "POINT OF BEGINNING" (P.O.B.) of said Glen Oak Drive right of way;

THENCE, along a curve to the left having a delta angle of 01° 35' 15", radius of 2,894.79 feet, arc length of 80.21 feet, and a chord bearing North 15° 43' 23" East a distance of 80.20' to a called for ¾" galvanized iron pipe;

THENCE, along curve to the left having a delta angle of 82° 05' 41", radius of 15 feet, arc length of 21.49 feet, and a chord bearing South 26° 07' 05" East a distance of 19.70 feet to a called for ¾" galvanized iron pipe;

THENCE, South 67° 09' 56" East a distance of 44.57' to a called for ¾" galvanized iron pipe;

THENCE, South 83° 13' 42" East a distance of 56.35' to a called for ¾" galvanized iron pipe;

THENCE, South 67° 09' 56" East a distance of 56.61' to a called for ¾" galvanized iron pipe;

THENCE, South 47° 39' 14" East a distance of 46.64' to a called for ¾" galvanized iron pipe;

THENCE, South 67° 09' 56" East a distance of 342.75' to a called for ¾" galvanized iron pipe;

THENCE, along curve to the left having a delta angle of 48° 11' 23", radius of 25 feet, arc length of 21.03 feet, and a chord bearing North 88° 44' 23" East a distance of 20.41 feet to a called for ¾" galvanized iron pipe;

THENCE, along curve to the right having a delta angle of 39° 47' 53", radius of 50 feet, arc length of 34.73 feet, and a chord bearing North 84° 32' 38" East a distance of 34.04 feet to a called for ¾" galvanized iron pipe;

THENCE, along curve to the right having a delta angle of 98° 23' 30", radius of 50 feet, arc length of 85.86 feet, and a chord bearing South 26° 21' 41" East a distance of 75.69 feet to a called for ¾" galvanized iron pipe;

THENCE, along curve to the right having a delta angle of 101° 33' 14", radius of 50 feet, arc length of 88.62 feet, and a chord bearing South 73° 36' 41" West a distance of 77.47 feet to a called for ¾" galvanized iron pipe;

THENCE, along curve to the right having a delta angle of 36° 38' 09", radius of 50 feet, arc length of 31.97 feet, and a chord bearing North 37° 17' 37" West a distance of 31.43 feet to a called for ¾" galvanized iron pipe;

THENCE, along curve to the left having a delta angle of 48° 11' 23", radius of 25 feet, arc length of 21.03 feet, and a chord bearing North 43° 04' 14" West a distance of 20.41 feet to a called for ¾" galvanized iron pipe;

THENCE, North 67° 09' 56" West a distance of 357.59' to a called for ¾" galvanized iron pipe;

THENCE, North 77° 29' 55" West a distance of 32.57' to a called for ¾" galvanized iron pipe;

THENCE, North 67° 09' 56" West a distance of 48.71' to a called for ¾" galvanized iron pipe;

THENCE, North 59° 16' 01" West a distance of 42.44' to a called for ¾" galvanized iron pipe;

THENCE, North 67° 09' 56" West a distance of 51.68' to a called for ¾" galvanized iron pipe;

THENCE, along curve to the left having a delta angle of 96° 19' 04", radius of 15 feet, arc length of 25.22 feet, and a chord bearing South 64° 40' 32" West a distance of 22.35 feet to the "POINT OF BEGINNING (P.O.B.);

The total area of said Glen Oaks Drive contains 0.876 acres.

as it is no longer needed and not being used for any public purpose; and

WHEREAS, GRANTOR, for security concerns and other purposes, desires to make the Glen Oaks Drive street passageway private and has requested that the statutory dedication of Glen Oaks Drive passageway to the public be revoked;

WHEREAS, GRANTEE shall not be responsible for any water or communications.

WHEREAS, the Glen Oaks Subdivision comprises one residential street, known as Glen Oaks Drive, containing no thru streets or roadways, and the revocation of its statutory dedication shall not impede a public use or purpose;

WHEREAS the Glen Oaks Homeowners, Association, Inc., acquired all rights title and interest to the property from Dixie Rice Agriculture, LLC, COB 2645, Folio 180, Entry No. 1633057; Pernel and Tara Pellegrin; COB 2664, Folio 460, Entry No. 1646450; Scott A. and Sarah Haydel; COB 2661, Folio 801, Entry No. 16447061; Gordon Earl Dove, Sr. and Mona Dove, COB 2661, Folio 793, Entry No. 1644705, as it relates to the ownership of property referenced herein;

WHEREAS, the Terrebonne Parish Council, having inquired as to and having considered the necessary and relevant factors, has determined that the right of way on currently encumbering Glen Oaks Drive is not necessary for public use:

SECTION I

NOW THEREFORE, BE IT ORDAINED that the Terrebonne Parish Council, de-dedicating and partially revoking Ordinance 5680 and regular session convened, acting pursuant to the authority vested in it by the constitution and laws of the state of Louisiana, and pursuant to its Home Rule Charter, has determined that the following for purpose of servitude of street passage as described to wit;

A perimeter description of Glen Oaks Drive being a permanent right-of-way of varying widths extending through the Glen Oaks Subdivision being more fully shown on a plat of survey title "Glen Oaks Subdivision of Property along Polk Street within the City of Houma Located in Section 102, T17S – R17E, Terrebonne Parish, Louisiana, dated February 28, 1996 and revised on October 31, 1996 and recorded at the Terrebonne Parish Clerk of Courts under Entry Number 986145, Map Volume 82 Folio 50 Map Number 9922 recorded in Conveyance Book 1530 Folio 276. Owner – Developer, Contran Realty Corporation Single Family Residential Development. Said perimeter description of Glen Oaks Drive being more fully described as follows:

COMMENCING at a called for $\frac{3}{4}$ " galvanized iron pipe at the southwesterly corner of Lot 10 of Glen Oaks Subdivision being a point on the easterly right of way line of Polk Street; thence along a curve to the left having a delta angle of $04^{\circ} 42' 33''$, radius of 2,894.79 feet, arc length of 237.92 feet, and a chord bearing North $18^{\circ} 52' 17''$ East a distance of 237.86' to a called for $\frac{3}{4}$ " galvanized iron pipe; said point is the "POINT OF BEGINNING" (P.O.B.) of said Glen Oak Drive right of way;

THENCE, along a curve to the left having a delta angle of $01^{\circ} 35' 15''$, radius of 2,894.79 feet, arc length of 80.21 feet, and a chord bearing North $15^{\circ} 43' 23''$ East a distance of 80.20' to a called for $\frac{3}{4}$ " galvanized iron pipe;

THENCE, along curve to the left having a delta angle of $82^{\circ} 05' 41''$, radius of 15 feet, arc length of 21.49 feet, and a chord bearing South $26^{\circ} 07' 05''$ East a distance of 19.70 feet to a called for $\frac{3}{4}$ " galvanized iron pipe;

THENCE, South $67^{\circ} 09' 56''$ East a distance of 44.57' to a called for $\frac{3}{4}$ " galvanized iron pipe;

THENCE, South $83^{\circ} 13' 42''$ East a distance of 56.35' to a called for $\frac{3}{4}$ " galvanized iron pipe;

THENCE, South $67^{\circ} 09' 56''$ East a distance of 56.61' to a called for $\frac{3}{4}$ " galvanized iron pipe;

THENCE, South $47^{\circ} 39' 14''$ East a distance of 46.64' to a called for $\frac{3}{4}$ " galvanized iron pipe;

THENCE, South $67^{\circ} 09' 56''$ East a distance of 342.75' to a called for $\frac{3}{4}$ " galvanized iron pipe;

THENCE, along curve to the left having a delta angle of $48^{\circ} 11' 23''$, radius of 25 feet, arc length of 21.03 feet, and a chord bearing North $88^{\circ} 44' 23''$ East a distance of 20.41 feet to a called for $\frac{3}{4}$ " galvanized iron pipe;

THENCE, along curve to the right having a delta angle of $39^{\circ} 47' 53''$, radius of 50 feet, arc length of 34.73 feet, and a chord bearing North $84^{\circ} 32' 38''$ East a distance of 34.04 feet to a called for $\frac{3}{4}$ " galvanized iron pipe;

THENCE, along curve to the right having a delta angle of $98^{\circ} 23' 30''$, radius of 50 feet, arc length of 85.86 feet, and a chord bearing South $26^{\circ} 21' 41''$ East a distance of 75.69 feet to a called for $\frac{3}{4}$ " galvanized iron pipe;

THENCE, along curve to the right having a delta angle of $101^{\circ} 33' 14''$, radius of 50 feet, arc length of 88.62 feet, and a chord bearing South $73^{\circ} 36' 41''$ West a distance of 77.47 feet to a called for $\frac{3}{4}$ " galvanized iron pipe;

THENCE, along curve to the right having a delta angle of $36^{\circ} 38' 09''$, radius of 50 feet, arc length of 31.97 feet, and a chord bearing North $37^{\circ} 17' 37''$ West a distance of 31.43 feet to a called for $\frac{3}{4}$ " galvanized iron pipe;

THENCE, along curve to the left having a delta angle of $48^{\circ} 11' 23''$, radius of 25 feet, arc length of 21.03 feet, and a chord bearing North $43^{\circ} 04' 14''$ West a distance of 20.41 feet to a called for $\frac{3}{4}$ " galvanized iron pipe;

THENCE, North $67^{\circ} 09' 56''$ West a distance of 357.59' to a called for $\frac{3}{4}$ " galvanized iron pipe;

***THENCE**, North 77° 29' 55" West a distance of 32.57' to a called for ¾" galvanized iron pipe;
THENCE, North 67° 09' 56" West a distance of 48.71' to a called for ¾" galvanized iron pipe;
THENCE, North 59° 16' 01" West a distance of 42.44' to a called for ¾" galvanized iron pipe;
THENCE, North 67° 09' 56" West a distance of 51.68' to a called for ¾" galvanized iron pipe;
THENCE, along curve to the left having a delta angle of 96° 19' 04", radius of 15 feet, arc length of 25.22 feet, and a chord bearing South 64° 40' 32" West a distance of 22.35 feet to the "POINT OF BEGINNING (P.O.B.);*

The total area of said Glen Oaks Drive contains 0.876 acres.

is no longer needed for public purposes, and the Terrebonne Parish Council does hereby partially dedicate and revoke the said dedication of that certain portion as a servitude of passage and construction, maintenance and/or repairs of the paved street set forth in Ordinance 5680. Whereas the dedicated Public Utilities, as defined, in Glen Oaks subdivision are not being revoked, TPCG shall continue to provide services per an agreement with Glen Oaks Homeowners Association, Inc. All other dedicated public servitudes or rights granted by the map, a copy of which is attached herein as **Exhibit A**, entitled "GLEN OAKS SUBDIVISION OF PROPERTY ALONG POLK ST WITHIN THE CITY OF HOUMA LOCATED IN SECTION 102, T17S-R17E, TERREBONNE PARISH, LOUISIANA" including the right to install, maintain drainage, sewer, electrical, communication, gas and water utilities originally granted over the Glen Oaks Right of Way and surrounding residential lots is expressly retained –COB 1530, Folio 512, Entry No. 986145, COB 1524, Folio 512, Entry No. 983847, and COB 1533, Folio 162, Entry No. 987464;

SECTION II

BE IT FURTHER ORDAINED that except as de-dedicated by the Terrebonne Parish Council that any dedication of rights in the original servitude granted by that final plat filed for record with the Terrebonne Parish Recorder of Mortgages and Conveyances not described in Section I of this Ordinance herein, including but not limited to the right to install, maintain drainage, sewer, electrical, communication, gas and water utilities originally granted over certain portions of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, and accepted in Ordinance 5680 shall remain in full force and effect in favor of the Terrebonne Parish Consolidated Government as originally dedicated and recorded at COB 1524, Folio 512, Entry No. 983847, and COB 1533, Folio 162, Entry No. 987464, COB 1530, Folio 512, Entry No. 986145;

BE IT FURTHER ORDAINED that the Glen Oaks Homeowners Association, Inc., shall enter into an Act of Exclusive Conventional Servitude of Street Passage for Glen Oaks Drive for purposes of TPCG to construct, repair, and maintain the dedicated public utilities except ownership, construction, repair and/or and maintenance of the paved street known as Glen Oaks Drive.

BE IT FURTHER ORDAINED, the Glen Oaks Homeowners Association shall allow emergency vehicles use such as fire, police, and/or ambulance ingress and egress, subject to the obligations, terms, and conditions of the Act of Exclusive Conventional Servitude of Street Passage on Glen Oaks Drive.

BE IT FURTHER ORDAINED the street name shall remain Glen Oaks Drive.

SECTION III

The Terrebonne Parish Council hereby directs and request that the Terrebonne Parish Recorder of mortgages and conveyances make a notation of this partial revocation in Entry No. 986145, COB 1530, Folio 276, located in Map Volume 82, Folio 50, Map No. 9922 and COB 1524, Folio 512, Entry No. 983874, , to serve as occasion may require.

SECTION IV

If any word, clause, phrase, section or other portion of this ordinance shall be declared null, void, invalid, illegal, or unconstitutional, the remaining words, clauses, phrases, sections and other

portions of this ordinance show remain in full force and effect, the provisions of this ordinance hereby being declared to be severable.

SECTION V

This ordinance shall become effective upon approval by the Parish President or as otherwise provided in section 2-13(b) of the Home Rule Charter for a consolidated government for Terrebonne Parish, whichever occurs sooner.

This ordinance, having been introduced and laid on the table for at least two weeks, was voted upon as follows:

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSTAINING:

ABSENT:

The Chairman declared the ordinance adopted on this, the ____ day of _____, 2022.

DARRIN GUIDRY, CHAIRMAN
TERREBONNE PARISH COUNCIL

TAMMY TRIGGS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

Date and Time Delivered to Parish President:

Approved _____ Denied

Gordon E. Dove, Parish President
Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk

I, TAMMY TRIGGS, Council Clerk for the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the assembled council in regular session on_____, at which meeting a quorum was present.

Given under my official signature and seal of office this _____day of _____, 2022._

TAMMY TRIGGS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

**WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF
GLEN OAKS HOMEOWNERS' ASSOCIATION, INC**

The undersigned, being all of the members of the Board of Directors (the "Board") of the Glen Oaks Homeowners' Association, Inc., a Louisiana corporation (the "HOA") do hereby waive any applicable requirements of notice and a meeting and do hereby consent to, approve, adopt and ratify the following actions and resolutions effective as of October 31, 2022:

1. De-dedication of Public Right of Way

WHEREAS, pursuant to Terrebonne Parish Consolidated Government ("TPCG") Ordinance 5680, passed in 1996, and the contemporaneous filing of Map No. 9922 with the Terrebonne Parish Clerk of Court, COP 1524, Folio 512, Entry No. 983847 and COB 1530, Folio 512, Entry No. 986145, a public servitude of passage over Glen Oaks Drive was accepted by TPCG;

WHEREAS, the HOA acquired all rights title and interest to the property making up Glen Oaks Drive from Dixie Rice Agriculture, LLC, COB 2645, Folio 180, Entry No. 1633057; Pernell and Tara Pellegrin; COB 2664, Folio 460, Entry No. 1646450; Scott A. and Sarah Haydel; COB 2661, Folio 801, Entry No. 16447061; Gordon Earl Dove, Sr. and Mona Dove, COB 2661, Folio 793, Entry No. 1644705;

WHEREAS, after due consideration the Board has determined that it is in the best interest of the HOA and its members to seek the de-dedication of the public right-of-way on an over Glen Oaks Drive and return Glen Oak Drive to private status for the safety and security of the HOA and its members;

NOW, THEREFORE, BE IT RESOLVED, that the Acts of Donation whereby HOA acquired the title and interest to the property making up Glen Oaks Drive, specifically from Dixie Rice Agriculture, LLC, COB 2645, Folio 180, Entry No. 1633057; Pernell and Tara Pellegrin; COB 2664, Folio 460, Entry No. 1646450; Scott A. and Sarah Haydel; COB 2661, Folio 801, Entry No. 16447061; Gordon Earl Dove, Sr. and Mona Dove, COB 2661, Folio 793, Entry No. 1644705, are hereby ratified, confirmed and approved in all respects;

BE IT FURTHER RESOLVED, that the HOA approves, confirms, and ratifies and hereby request the TPCG pass an Ordinance for the purpose of partially revoking Ordinance 5680 and thereby de-dedicating the public right-of-way on and over Glen Oaks Drive; and

BE IT FURTHER RESOLVED, that Brian Hebert, President of the HOA be and he is hereby authorized on behalf of the HOA to request that the TPCG consider and pass in to law an Ordinance sustainably similar to the draft Ordinance attached hereto as Exhibit "A" for the purpose of de-dedicating the public's right of passage on and over Glen Oaks Drive.

2. Granting Servitude of Passage to Terrebonne Parrish Consolidated Government To Provide and Maintain Public Utilities

BE IT FURTHER RESOLVED, that, Brian Hebert, President of the HOA be and he is hereby authorized on behalf of the HOA to consent to, approve adopt and execute an Act of Exclusive Conventional Servitude of Passage For Purpose to Provide and Maintain Public Utilities in for form substantially similar to the draft attached hereto as Exhibit "B" for the purpose of granting the TPCG and its agents and representatives passage on and over Glen Oaks Drive for the purpose of providing and maintain certain utilities as provided for therein.

3. Miscellaneous

BE IT FURTHER RESOLVED, that any and all actions taken in good faith by any member of the Board, any HOA authorized person prior to the date hereof in connection with the matters contemplated by the foregoing resolutions and on behalf of the HOA or are in all respects ratified, confirmed and approved by the HOA, as its own act and deed, and shall be conclusively deemed to be such HOA act and deed for all purposes;

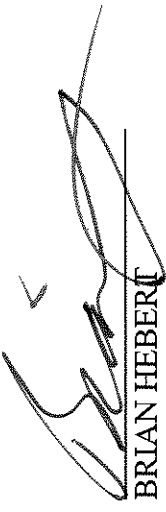
BE IT FURTHER RESOLVED, that the Board, any HOA authorized person be, and each hereby is, authorized to take, or cause to be taken, any and all actions which they may deem necessary or desirable to carry out the purpose and intent of the foregoing resolutions, and to make, execute and deliver, or cause to be made, executed and delivered, all agreements, undertakings, documents, instruments or certificates in the name, and on behalf of, the H O A as they may deem necessary or desirable in connection therewith, and to perform, or cause to be performed, the obligations of the HOA under the agreements specified in the foregoing resolutions and any other agreements referred to or contemplated therein; and

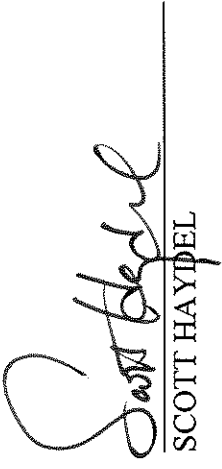
RESOLVED, FURTHER, that this Written Consent may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument and for purposes of this Written Consent, a facsimile copy or an e-mail of a PDF file containing a copy of the signature page of any person executing this Written Consent shall be effective as an original signature and effective as an execution counterpart hereof.

[Signature Page Follows]

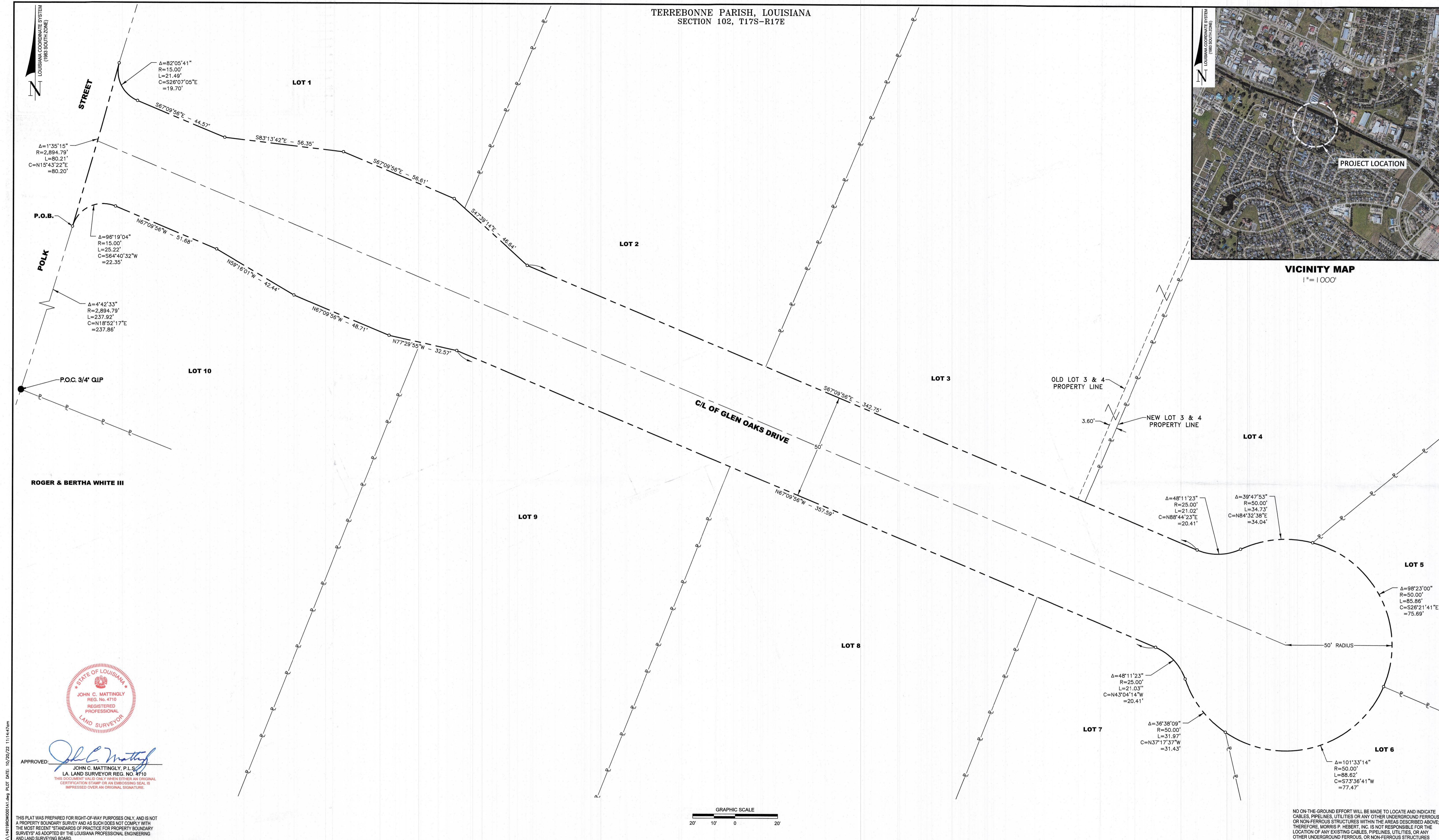
IN WITNESS WHEREOF, the undersigned, being all of the member of the board of directors of the Glen Oaks Homeowners Association, Inc. have duly and validly executed this Written Consent, effective as of the date first written above.

BOARD OF DIRECTORS


BRIAN HEBERT


SCOTT HAYDEL


RICHARD WATKINS



VICINITY MAP
1"=1000'

STATE OF LOUISIANA
JOHN C. MATTINGLY
REG. NO. 4710
REGISTERED
PROFESSIONAL
LAND SURVEYOR

APPROVED: *John C. Mattingly*
JOHN C. MATTINGLY, P.L.S.
LA LAND SURVEYOR REG. NO. 4710
THIS DOCUMENT VALID ONLY WHEN EITHER AN ORIGINAL
CERTIFICATION STAMP OR AN EMBOSSED SEAL IS
IMRESSED OVER AN ORIGINAL SIGNATURE.

THIS PLAT WAS PREPARED FOR RIGHT-OF-WAY PURPOSES ONLY, AND IS NOT
A PROPERTY BOUNDARY SURVEY AND AS SUCH DOES NOT COMPLY WITH
THE MOST RECENT "STANDARDS OF PRACTICE FOR PROPERTY BOUNDARY
SURVEYS" AS ADOPTED BY THE LOUISIANA PROFESSIONAL ENGINEERING
AND LAND SURVEYING BOARD.

GENERAL NOTES:

MATERIAL SUMMARY		
TAG	QUANTITY	DESCRIPTION

REFERENCE DRAWINGS	
DRAWING NO.	TITLE
514-95-1.DWG	GLEN OAKS SUBDIVISION OF PROPERTY ALONG POLK ST. WITHIN THE CITY OF HOUMA LOCATED IN SECTION 102, T17S-R17E, TERREBONNE PARISH, LOUISIANA DATED FEBRUARY 28, 1996 RECORDED AT THE TERREBONNE PARISH CLERK OF COURT UNDER ENTRY NO. 986145

REVISIONS					
MK.	DESCRIPTION	DATE	DRAWN	CHKD.	APPD.
1	UPDATED BEARING AND DISTANCES	10/20/2022	JOW	JCM	JCM

GLEN OAKS SUBDIVISION

RESCISSON OF PUBLIC RIGHT-OF-WAY
OVER GLEN OAKS DRIVE WITHIN
THE CITY OF HOUMA LOCATED IN
SECTION 102, T17S-R17E,
TERREBONNE PARISH, LOUISIANA

mph
SURVEYING • ENGINEERING • ENVIRONMENTAL • GIS
P.O. BOX 3108 • 116 VENTURE BLVD. • HOUMA, LOUISIANA 70361 • (866) 679-2731
HOUMA, LA • HOUSTON, TX • SAN ANTONIO, TX • MIDLAND, TX
TEXAS SURVEY FIRM REGISTRATION NUMBER: 12193766 (HOUMA OFFICE)

DRAWN BY:	GWN/MAS	SHEET:	1
CHKD./APPD. BY:	JCM	SCALE:	1" = 20'
UPDATED BY:	JOW	DATE:	10/27/2020
DATA BASE:		JOB NO.	14019
MPH CAD FILE:	14019ROW001A1.DWG		

P:\01-Survey-Projects\Bren Hebert\14019\CAD Files\14019ROW001A1.dwg PLOT DATE: 10/20/22 11:44:7am



Monday, November 14, 2022

Item Title:

Purchase Property at 6084 West Park Avenue, Houma, LA

Item Summary:

Introduce an ordinance to authorize the acquisition from Boyd Mayet Properties, LLC certain immovable property located at 6084 W. Park Avenue, Houma, Louisiana 70364, and to provide for related matters and call a public hearing on Wednesday, November 30, 2022, at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	11/7/2022	Executive Summary
Ordinance	11/7/2022	Ordinance
Act of Cash Sale	11/7/2022	Backup Material
Survey	11/7/2022	Plat



EXECUTIVE SUMMARY

PROJECT TITLE

Introduce an Ordinance to Authorize the Acquisition from Boyd Mayet properties, LLC Certain Immovable Property Located at 6084 W. Park Avenue, Houma, Louisiana 70364 and to Provide for Related Matters; and call a Public Hearing on Wednesday, November 30, 2022 at 6:30 p.m.

PROJECT SUMMARY (200 WORDS OR LESS)

TPCG wishes to acquire the property from Boyd Mayet Properties, LLC for Governmental Purposes in the amount of \$337,500.00.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

Acquire in full ownership that property located at 6084 W. Park Avenue, Houma, LA for Governmental Purposes.

TOTAL EXPENDITURE

\$337,500.00

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

6

7

8

9

Mike Toups, Parish Manager

Date

11/7/22

OFFERED BY: _____
SECONDED BY: _____

ORDINANCE NO. _____

AN ORDINANCE TO AUTHORIZE THE ACQUISITION FROM BOYD MAYET PROPERTIES, LLC CERTAIN IMMOVABLE PROPERTY LOCATED AT 6084 W. PARK AVENUE, HOUMA, LOUISIANA 70364 AND TO PROVIDE FOR RELATED MATTERS.

WHEREAS, Section 1-06 of the Home Rule Charter for the Parish of Terrebonne provides that the Parish Government shall have the right, power and authority to pass all ordinances requisite or necessary to promote, protect and preserve the general welfare, safety, health, peace and good order of the parish, including but not by way of limitation, the right, power and authority to pass ordinances on all subject matters necessary, requisite or proper for the management of parish affairs, and all other subject matter without exception, subject only to the limitation that the same shall not be inconsistent with the Constitution or expressly denied by general law applicable to the parish; and

WHEREAS, the Terrebonne Parish Consolidated Government is authorized to acquire real property with improvements and buildings (real property) for a public purpose by ordinance, per Terrebonne Parish Charter Section 2-11; and

WHEREAS, BOYD MAYET PROPERTIES, LLC, the owner of certain immovable property located at 6084 W. Park Ave., Houma, Louisiana, as further depicted on the plat of survey attached to this ordinance, has offered to sell that immovable property in the proposed Act of Sale to Terrebonne Parish Consolidated Government; and

WHEREAS, Terrebonne Parish Consolidated Government wishes to acquire the said real property depicted on the attached plat of survey and Act of Sale for governmental purposes (See Plat of Survey and Act of Sale, attached hereto and made a part hereof as Exhibit A); and

WHEREAS, TPCG acquires appraisal and survey, environmental assessments. The appraised fair market value of the property is \$337,500.00, as provided by Charles W. Butts, Certified Appraiser.

NOW THEREFORE BE IT RESOLVED by the Terrebonne Parish Council, in due and regular and legal sessions convened, that the Terrebonne Parish Administration be and is hereby authorized to acquire in full ownership that property located at 6084 W. Park Ave. as set forth in the proposed Act of Sale and on the attached plat of survey for governmental purposes, and that the Parish President is hereby authorized and empowered for and on behalf of the Terrebonne Parish Consolidated Government to negotiate and execute documents necessary to acquire the said immovably property in full ownership for the above-stated purposes for consideration he deems just and reasonable, at the appraised fair market value, subject to approval by legal counsel; and

NOW THEREFORE BE IT FURTHER RESOLVED by the Terrebonne Parish Council that the Terrebonne Parish Administration be and is hereby authorized to purchase the immovable property with improvements and buildings, as more fully set forth in the proposed Act of Sale.

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

ABSENT:

The Chairman of the Terrebonne Parish Council declared this Resolution ADOPTED / NOT ADOPTED on this ____ day of _____, 2022.

CHAIR

I, TAMMY TRIGGS, Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the _____ on the _____ day of _____, 2022 subsequently ratified by the assembled Council in Regular Session on the _____ day of _____, 2022 at which meeting a quorum was present.

TAMMY TRIGGS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

STATE OF LOUISIANA
PARISH OF TERREBONNE

ACT OF CASH SALE

BE IT KNOWN that on this _____ day of _____ in the year of Our Lord Two Thousand Twenty-Two (2022);

BEFORE ME, THE UNDERSIGNED,

A Notary Public, duly commissioned and qualified in and for the Parish of Terrebonne, State of Louisiana, and in the presence of the undersigned lawful witnesses

PERSONALLY CAME AND APPEARED:

BOYD MAYET PROPERTIES, L.L.C. (ID#:26-2443952), a limited liability company duly organized and existing under the laws of the State of Louisiana, whose address is 404 Ninth Street, Lockport, Louisiana 70374, appearing through its Manager, Joseph Paul Mayet, duly authorized by virtue of a Certificate of Authority attached hereto as Exhibit A and made a part hereof, (hereinafter referred to as "Vendor"),

who declared that Vendor does hereby grant, bargain, sell, cede, convey, transfer, assign, set over, abandon and deliver the hereinafter described property, with all legal warranties and with full substitution and subrogation in and to any and all rights and actions of warranty as further defined herein which Vendor has or may have against all preceding owners and Vendor, including but not limited to, any mineral and environmental rights owned by Vendor, unto:

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, a political subdivision of the State of Louisiana, and the governing body of Terrebonne Parish, domiciled in Terrebonne Parish, Louisiana, whose present mailing address for purposes herein is 8026 Main Street, Houma, Louisiana 70360, represented herein by Gordon E. Dove, its Parish President, pursuant to Ordinance No. 8688 and Resolution No. 22-147 attached hereto as Exhibit B and made a part hereof, adopted by the Terrebonne Parish Council, at its regularly scheduled meetings, (hereinafter referred to as "Purchaser");

here present, accepting and purchasing for itself, its successors or assigns, and acknowledging due delivery and possessions thereof, the property described herein below, together with all land buildings, improvements, fixtures, and appurtenances thereon, if any, in full ownership, to-wit;

All of Vendor's undivided rights, title, and interests in:

LEGAL DESCRIPTION AS PER SURVEY: A certain parcel of land, situated within Section 2, Township 17 South, Range 17 East, in Terrebonne Parish, Louisiana, said parcel being within Addendum No. 5 to Broadmoor Subdivision, consisting of the following tracts:

1. LOTS FOUR (4) AND FIVE (5) OF BLOCK F OF ADDENDUM NO. 5 TO BROADMOOR SUBDIVISION, as shown on a plat thereof made by Arthur A. DeFraites, C.E, dated January 30, 1959, which plat is of record in the Clerks Office of Terrebonne Parish, Louisiana, under Entry No. 191881; together with all rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining including all riparian rights.
2. The northwesterly most 15 feet front, by a depth between parallel lines, of Lot Three (3) of Block F of Addendum No. 5 to Broadmoor Subdivision, as shown on a plat thereof made my Arthur A. DeFraites, C.E., dated January 30, 1959, and recorded in the Clerk's Office of Terrebonne Parish, Louisiana, under Entry No. 191881; said property being bounded on the northeast by Louisiana State Highway No. 659, on the southwest by Bayou Terrebonne, on the northwest by Lot 4 of said Block F and on the southeast by the remaining portion of Lot 3 of said Block F; together with all rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining including all riparian rights.
3. A portion of Lot Three (3) of Block F of Addendum No. 5 to Broadmoor Subdivision, as shown on a plat thereof made by Arthur A. DeFraites, C.E., dated January 30, 1959, which plat if of record

in the Clerk's Office of Terrebonne Parish, Louisiana; under Entry No. 191881, being more fully described as follows: A fractional lot of ground measuring 15 feet front along the southwest side of Highway 659, being wholly within Lot Three (3) of Block F of Addendum No. 5 to Broadmoor Subdivision by depth between parallel lines to Bayou Terrebonne bounded on the northeast by said Highway No. 659, on the southwest by the remaining portion of Lot Three (3) of Block F, on the southwest by Bayou Terrebonne, and on the northwest by a portion of Lot Three (3) sold on July 27, 1963; together with all rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining including all riparian rights.

The above referenced property being more fully described by the following metes and bounds property description as follows:

BEGINNING at that point being a 1" iron pipe situated at the intersection of the southwesterly right-of-way line of Louisiana Highway 24 and the southeasterly right-of-way line of Funderburk Avenue;

THENCE, South 42°35'04" East a distance of 70.00 feet along said southwesterly right-of-way line of Louisiana Highway 24 to a set chiseled "X" marking the southeast corner of Lot 5;

THENCE, South 42°35'04" East a distance of 65.00 feet, along said southwesterly right-of-way line of Louisiana Highway 24 to a Set chiseled "X" marking the southeastern corner of Lot 4;

THENCE, South 42°35'04" East a distance of 15.00 feet, along said southwesterly right-of-way line of Louisiana Highway 24 to a set chiseled "X" being the easternmost corner of that portion of Lot 3 conveyed in COB 358, Page 568, Entry No. 249424;

THENCE, South 42°35'04" East a distance of 15.00 feet, along said southwesterly right-of-way line of Louisiana Highway 24 to a set chiseled "X" being the easternmost corner of that portion of Lot 3 conveyed in COB 365, Page 99, Entry No. 254463;

THENCE, South 53°06'48" West a distance of 129.33 feet to the low water line of Bayou Terrebonne, passing through a set 34" iron rod at 109.33 feet;

THENCE, meandering along the low water line of Bayou Terrebonne in a northeasterly direction for 181 feet, plus or minus, to the southeasterly right-of-way line of Funderburk Avenue;

THENCE, North 53°06'48" East, passing through a set 34" iron rod at a distance of 12 feet, plus or minus, for a total distance of 29.30 feet to a set chiseled "X" marking a point of intersection in the southeasterly right-of-way line of Funderburk Avenue;

THENCE, South 36°53'12" East a distance of 15.00 feet to a set chiseled "X" marking a point of intersection in the southeasterly right-of-way line of Funderburk Avenue;

THENCE, North 53°06'48" East along the southeasterly right-of-way line of Funderburk Avenue distance of 88.00 feet to the POINT OF BEGINNING.

The above-described parcel contains 20,312.26 square feet (0.466 acres) and is as shown on a plat of survey titled "ALTA/NSPS LAND TITLE SURVEY OF PROPERTY BELONGING TO BOYD MAYET PROPERTIES, L.L.C. LOCATED IN SECTION 2, T17S-R17E TERREBONNE PARISH, LOUISIANA" Prepared by Morris P. Hebert, Inc. Under the supervision of William D. Strickland, PLS; Louisiana Surveyor License No. 5088, Dated April 13, 2022.

Being the same property acquired by Boyd Mayet Properties, LLC by act filed April 23, 2008, under Entry No. 1294642, COB 2091/847, of the records of Terrebonne Parish, Louisiana.

(hereinafter sometimes referred to as the "Property").

Property bears municipal address of 6084 W. Park Avenue, Houma, Louisiana 70364.

Included in this sale are all rights of Vendor to the Property, including but not limited to any mineral and environmental rights owned by Vendor. Mineral rights are conveyed by Vendor to Purchaser with warranty of title for the land only.

This sale is made and accepted for and in consideration of the price and sum of **THREE HUNDRED THIRTY-SEVEN AND FIVE HUNDRED (\$337,500.00) DOLLARS.**

The survey plat is attached hereto and incorporated herein as Exhibit C.

The Vendor acknowledges and agrees that the consideration provided herein constitutes full and final payment of the property hereby conveyed.

Purchaser and Seller expressly agree that the Property conveyed herein is being sold "as is, where is," except Vendor warrants title and merchantable title only to the land, but without any warranty whatsoever with respect to the condition of the building/structure located on the Property or any of its components or parts or contents, and without any warranty whatsoever with respect to the fitness of the building/structure and component parts for any particular or general use or purpose, soil conditions, zonings or other use restrictions, compliance with the provisions of the American with Disabilities Act, or any environmental matters or mineral rights. Purchaser has fully inspected the building/structure and its component parts and is completely satisfied with its current condition. Purchaser expressly acknowledges the foregoing and waives any right or cause of action which Purchaser has or may have to rescind or resolve the sale or to demand a return, reduction, setoff or diminution of the purchase price based upon the existence of any redhibitory or other vices or defects or based upon the unsuitability of the building or any of its components or parts for Purchaser's intended use or any other use. Purchaser acknowledges and agrees that the foregoing disclaimer and waiver of warranties have been fully explained to Purchaser and that Purchaser understands the same. Purchaser and Seller jointly acknowledge and agree that the foregoing waivers and disclaimers are of the essence of this transaction and the same would not otherwise have been entered into or consummated.

ALL OTHER IMPLIED WARRANTIES WITH RESPECT TO THE BUILDING, HIDDEN DEFECTS THEREIN, OR THE FITNESS THEREOF ARE EXPRESSLY WAIVED BY PURCHASER. THE MERCHANTABILITY THEREOF, HIDDEN DEFECTS THEREIN OR THE FITNESS THEREOF ARE EXPRESSLY WAIVED BY PURCHASER. PURCHASER SHALL HAVE NO RIGHT OR CAUSE OF ACTION AGAINST VENDOR TO ASSERT IN ANY CONTROVERSY, CLAIM, DEMAND OR LITIGATION ARISING FROM OR IN CONNECTION WITH THE BUILDING/STRUCTURE AND COMPONENT PARTS ANY IMPLIED OR EXPRESS WARRANTY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF THE MERCHANTABILITY THEREOF, HIDDEN DEFECTS THEREIN OR THE FITNESS THEREOF, REDHIBITION, REDUCTION IN PRICE OR PEACEFUL POSSESSION THEREOF. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, VENDOR DOES NOT WARRANT THAT THE BUILDING/STRUCTURE AND COMPONENT PARTS ARE FREE FROM HIDDEN, REDHIBITORY OR LATENT DEFECTS OR VICES AND PURCHASER WAIVES (A) ALL RIGHTS IN REDHIBITION PURSUANT TO LOUISIANA CIVIL CODE ARTICLE 2520, ET SEQ., (B) THE WARRANTIES OF OWNERSHIP AND PEACEABLE POSSESSION OF THE BUILDING/STRUCTURE AND COMPONENT PARTS, (C) THE WARRANTIES AGAINST HIDDEN OR REDHIBITORY DEFECTS IN THE BUILDING/STRUCTURE AND COMPONENT PARTS, AND (D) THE WARRANTY THAT THE BUILDING/STRUCTURE AND COMPONENT PARTS IS FIT FOR ITS INTENDED USE, EACH OF WHICH WOULD OTHERWISE BE IMPOSED UPON VENDOR BY LOUISIANA CIVIL CODE ARTICLE 2475. PURCHASER HEREBY RELEASES VENDOR FROM ANY LIABILITY FOR HIDDEN, REDHIBITORY OR LATENT DEFECTS OR VICES UNDER LOUISIANA CIVIL CODE ARTICLE 2520 THROUGH 2549. IN ADDITION, AND NOTWITHSTANDING ANY ACT, OMISSION OR OTHER CAUSE OF VENDOR, PURCHASER HEREBY RELEASES VENDOR FROM ANY CLAIMS, DEMANDS, LIABILITIES, COSTS OR SUITS UNDER OR PURSUANT TO 42 U.S.C. § 9601, ET SEQ., 49 U.S. C. § 1802, ET SEQ., 42 U.S.C. § 6901, ET SEQ., AND LA.R.S. 30:2001, ET SEQ., TOGETHER WITH ANY AND ALL CLAIMS, DEMANDS, SUITS OR LITIGATION UNDER ANY OTHER APPLICABLE LAWS, STATUTES, RULES OR REGULATIONS, AS THE SAME MAY FROM TIME TO TIME BE AMENDED, RELATING TO ANY CONTAMINATION ON, IN OR UNDER THE PROPERTY, AND ALL OTHER ENVIRONMENTAL OR HAZARDOUS SUBSTANCES LIABILITIES OF WHATSOEVER KIND OR NATURE, INCLUDING WITHOUT LIMITATION (A) ALL FORESEEABLE AND UNFORESEEABLE DAMAGES OF ANY KIND OR NATURE AND (B) THE COSTS OF ANY REQUIRED OR NECESSARY INVESTIGATION, STUDY, REPAIR, CLEAN-UP DETOXIFICATION, UNDER ANY OTHER STATUTE, REGULATION, ORDINANCE OR DECREE. PURCHASER AGREES TO COMPLY WITH ALL SUCH STATUTES, REGULATIONS ORDINANCES, ORDERS AND DECREES IN SUCH A MANNER THAT NO LIABILITY OR CLAIMS WILL BE ASSERTED AGAINST VENDOR.

Vendor hereby declares under oath to me, undersigned Notary Public, that the property sold herein stands registered in the name of the Vendor, that it has not been heretofore alienated by Vendor, and that there are no mortgages, liens, privileges, judgments or encumbrances against the said property whatsoever other than those rights of way, servitudes and encumbrances which may be

of record in the records of the Clerk of Court of Terrebonne Parish, Louisiana. Vendor declares that it delivers to Purchaser a valid purchasers title and merchantable title. Vender further warrants that the property is not subject to any encumbrances other than utilities, rights of way and servitudes as may be of record in the property records of the Clerk of Court in and for the Parish of Terrebonne, Louisiana. Any cost required to make title merchantable, including all necessary tax, mortgage and lien release, and cancellations, if any, shall be paid by Vendor.

All parties signing this instrument have declared themselves to be of full legal capacity. All agreements and stipulations herein, and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties, and the PURCHASER, their heirs and assigns, shall have and hold the described property in full ownership forever.

Vendor hereby specifically and expressly waives any rights of offer of sale or first refusal on the property prior to subsequent transfer of the property by Purchaser pursuant to La. R.S. 41:1338 and R.S. 31:149, both as may be amended, or pursuant to any other similar provision of law.

All taxes due to the City, State and Parish upon the property herein conveyed have been paid up to and including those due December 31, 2021. PURCHASER agrees to pay ad valorem taxes for the year 2022.

Pursuant to La. R.S. 9:2721(B), TERREBONNE PARISH CONSOLIDATED GOVERNMENT declares that it is the entity responsible for all property taxes and assessments henceforth accruing on the properties herein transferred and that all notices are to be sent to 8026 Main Street, Houma, LA 70363.

This property was not the family home of Vendor and will not be the family home of the purchaser.

If a conflict arises regarding the description and survey, it will be interpreted most favorably to Purchaser that provides title ownership to the property.

None of the parties hereto shall be deemed to be considered the drafter of this agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

It is acknowledged by Vendor and Purchaser that the substantive laws of the State of Louisiana will govern the validity, construction and enforcement of this sale.

The parties hereto waive the production of any and all certificates required by law, including all mortgage certificates or flood disclosures and hereby exonerate the undersigned Notary(ies) from any and all liability that may arise because of the nonproduction of certificates.

Vendor binds and obligates itself to have cancelled and erased the aforementioned inscriptions, as requested by Purchaser, with which declaration the Purchaser declared itself satisfied and the parties hereto release and relieve me, Notary, for any and all responsibility in connection therewith.

Vendor and Purchaser acknowledge that they have been offered the opportunity to consult with legal counsel regarding this Act and that they have voluntarily entered into this agreement after reviewing this agreement.

Property is sold subject to the following:

1. Ad Valorem Property Taxes for 2022, which are not now due and payable.
2. Any and all easements, rights of way and servitudes affecting the Property that are recorded in the property records of the Clerk of Court of Terrebonne Parish, Louisiana, including but not limited those servitudes for utilities and drainage of the records of Terrebonne Parish, Louisiana.
3. Any and all mineral leases, mineral servitudes, mineral rights of way and mineral reservations recorded in the records of Terrebonne Parish, Louisiana.

IN FAITH WHEREOF, the parties, witnesses and I, said Notary, have signed these presents at my office in the City of Houma, Parish of Terrebonne, Louisiana, on the day and date first above written, after a due reading of the whole.

WITNESSES:

BOYD MAYET PROPERTIES, L.L.C.

Print:

BY:
MANAGER, JOSEPH PAUL MAYET
AUTHORIZED REPRESENTATIVE

Print:

NOTARY PUBLIC

IN FAITH WHEREOF, the parties, witnesses and I, said Notary, have signed these presents at my office in the City of Houma, Parish of Terrebonne, Louisiana, on the day and date first above written, after a due reading of the whole.

WITNESSES:

TERREBONNE PARISH CONSOLIDATED
GOVERNMENT

Print:

BY: GORDON E. DOVE, PARISH PRESIDENT
AUTHORIZED REPRESENTATIVE

Print:

NOTARY PUBLIC

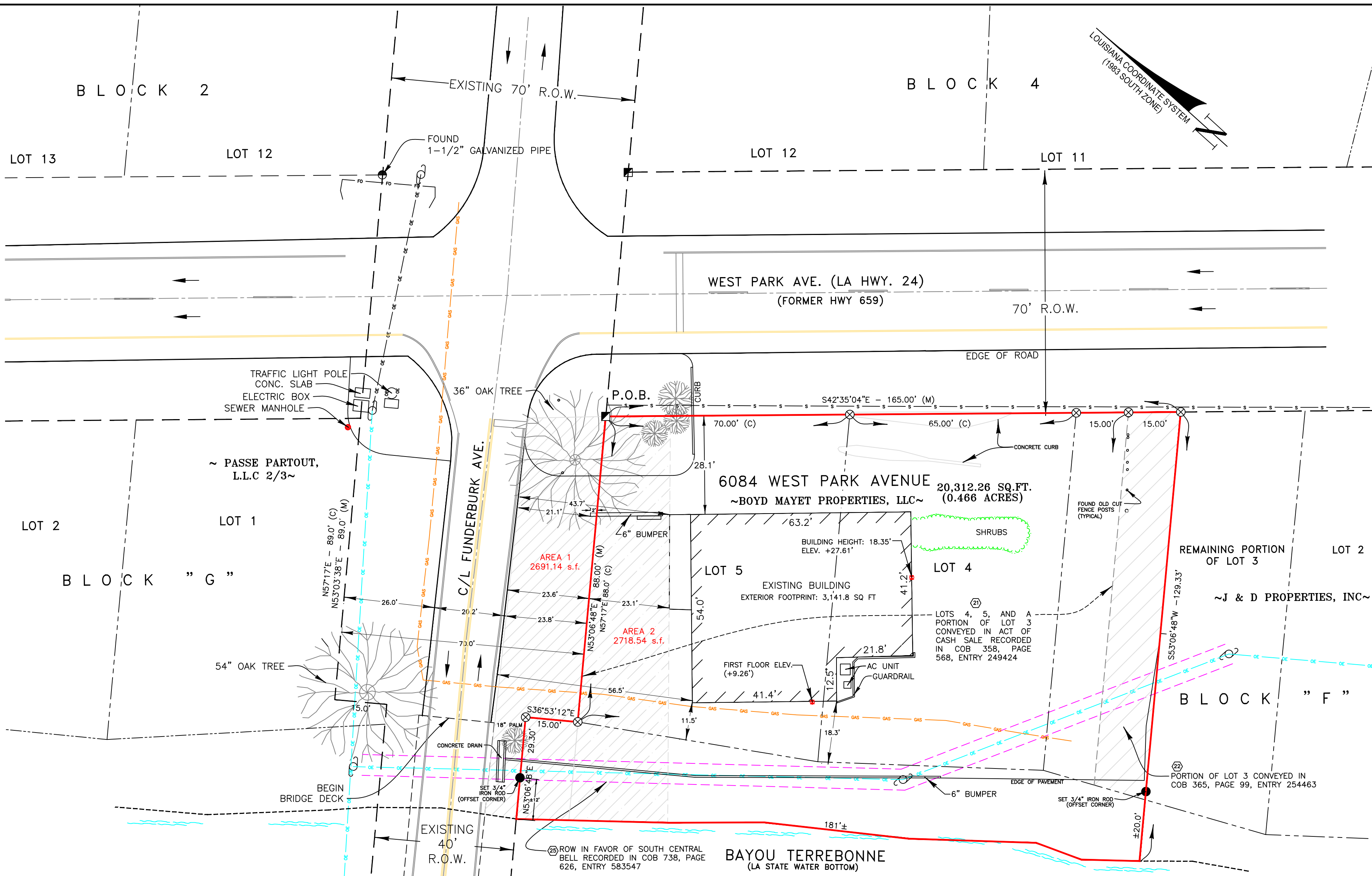
SCHEDULE B - PART II ITEMS		
ITEM	COMMITMENT	SURVEYOR'S COMMENTS
1	QDB 92, Page 412, Entry No. 87572 SHERIFF'S SALE: Lrette & Bellotti, Works acquired from Fibigian Duplantis in the Matter Mrs. Frankish L. Lrette, heirs substituted vs. Fibigian Duplantis, No. 8757 of Volume 177, Deed Book 1, 1775-1875, Terrabona Parish, of Terrebonne	Does not affect subject property as shown; not platible. No plot provided. Conveyance occurred prior to subdivision.
2	QDB 93, Page 212, Entry No. 81557 CASH SALE: (1) David W. Pinesy, Jr. (2/19/91); (2) Mrs. Mary Minor, wife of David M. Pinesy, Jr. (2/19/91); (3) Charles F. Krumholz (2/19/91); (4) Mrs. Margaret S. Minor, wife of Charles C. Krumholz (7/19/91) acquired from Lrette Bottling Works, a Partnership composed of (1) Mrs. Mary Ester Pinesy, wife of Noble J. Pinesy, (2) Frank F. Lrette, husband of Eugenie Boulogne, (3) Felix J. Lrette, husband of Alice Levinge	Does not affect subject property as shown; not platible. No plot provided. Subdivision to be subdivided.
3	QDB 97, Page 466, Entry No. 12472 RIGHT OF WAY: In favor of State of Louisiana (Grantee) by Estate of H.C. Minor, et al	Does not affect subject property as shown; not platible. No plot provided. Old Highway ROW.
4	QDB 97, Page 466, Entry No. 12473 RIGHT OF WAY: In favor of State of Louisiana (Grantee) by Estate of H.C. Minor, et al	Does not affect subject property as shown; not platible. No plot provided. Old Highway ROW.
5	QDB 97, Page 466, Entry No. 12474 RIGHT OF WAY: In favor of State of Louisiana (Grantee) by Estate of H.C. Minor, et al	Does not affect subject property as shown; not platible. No plot provided. Old Highway ROW.
6	QDB 100, Page 227, Entry No. 14727 SALE WITH ASSIGNMENT: David W. Pinesy, husband of Mary Minor, acquired from (1) Mrs. Margaret C. Minor, wife of Charles C. Krumholz and (2) Charles C. Krumholz, husband of Mrs. Margaret C. Minor	Does not affect subject property as shown; not platible.
7	QDB 100, Page 227, Entry No. 14733 SALE WITH ASSIGNMENT: Charles Collins, Jr., husband of Lois Alice Baker, acquired from David W. Pinesy, Jr. Husband of and Mary Minor Pinesy	Does not affect subject property as shown on plot; not platible.
8	QDB 101, Page 324, Entry No. 150078 CASH SALE: (1) Mrs. Helen F. Funderburk, wife of Keith T. Kenney, (2) Mrs. Maxine M. Funderburk, wife of Rudolph M. Williams, (3) Mrs. Sylvia A. Funderburk, wife of Rudolph M. Williams, et al represented by their Agent Modison L. Funderburk, acquired from Charles C. Collins, Jr., husband of Lois Alice Baker	Does not affect subject property as shown on plot; not platible.
9	QDB 214, Page 453, Entry No. 136278 MAP-Broadman Subdivision, by a Subdivision of the portion of Property known as Lot 3, 1175-1176, Terrabona Parish, LA, prepared by S. Allen Munson, Civil Engineer, dated 10-15-94	Map referenced on plot; Funderburk Ave right of way plotted as shown.
10	QDB 214, Page 527, Entry No. 137130 CONFIRMATION: By (1) Keith T. Kenney, husband of Helen F. Funderburk, (2) Rudolph M. Williams, (3) Mrs. Sylvia A. Funderburk, (4) Mrs. Maxine M. Funderburk, et al, all represented by their Agent Modison L. Funderburk, acquired from Charles C. Collins, Jr., husband of Lois Alice Baker, et al, in and of CDB 207 Page 325, and further ratify all acts by said Modison L. Funderburk under said power of attorney.	Does not affect subject property, non-survey issue.
11	QDB 220, Page 354, Entry No. 153498 RIGHT OF WAY: In favor of LA Power & Light Company (Grantee), granted by H.M.S. Realty Co., Inc.	Does not affect subject property.
12	QDB 229, Page 361, Entry No. 155521 CUMPRIMISE/QUIT CLAIM: By and between Mrs. Helen T. Kenney, et al and De Leans S. Morrison, concerning mineral rights	Does not affect subject property.
13	QDB 292, Page 402, Entry No. 172553 RIGHT OF WAY: Deed of State of Louisiana and the Department of Highways, granted by (1) Mrs. Helen F. Funderburk, wife of Keith T. Kenney, (2) Mrs. Maxine M. Funderburk, wife of Rudolph M. Williams, (3) Mrs. Sylvia A. Funderburk, wife of Rudolph M. Williams, et al, all represented by their Agent Modison L. Funderburk, for State Project No. 855-00-05, Route LA 659.	Does not affect subject property.
14	QDB 292, Page 406, Entry No. 172554 ACREEMENT: By State of Louisiana and the Department of Highways, and (1) Mrs. Helen F. Funderburk, wife of Keith T. Kenney, (2) Mrs. Maxine M. Funderburk, wife of Rudolph M. Williams, (3) Mrs. Sylvia A. Funderburk, wife of Rudolph M. Williams, et al, all represented by their Agent Modison L. Funderburk, for State Project No. 855-00-05, Route LA 659, clearing the original road.	Does not affect subject property.
15	QDB 276, Page 402, Entry No. 180078 CONFIRMATION OF THE TERRABONA POLICE JURY: Agreeing with the rights of way recorded on CDB 252, page 402, Entry No. 172553 and subsequent record received by the Terrabona Police Jury, dated 10-15-94, 1175-1176, Terrabona Parish, LA, prepared by Arthur A. DeBaffles, Civil Engineer, No. 1995	Does not affect subject property, non-survey issue.
16	QDB 281, Page 261, Entry No. 191081 MAP: Addendum No. 5 to Broadman Subdivision, being a Subdivision of a portion of Property Belonging to Keith T. Kenney, et al, Located in 10, 7165 Section 2, 1175-1176, Terrabona Parish, LA, prepared by Arthur A. DeBaffles, Civil Engineer, No. 1995	Map referenced on plot. Addendum No. 5 includes subdivision of subject property (Lots 5, 4, and a portion of Lot 3)
17	QDB 281, Page 369, Entry No. 191959 BROADMAN COVENANT: COVENANT OF ADDENDUM No. 5 TO BROADMAN SUBDIVISION WHICH LIES EAST OF LOUISIANA STATE HIGHWAY NO. 659: BY MODISON L. FUNDERBURK as Agent	Subject property and bature lots of Addendum No. 5 to Broadman Subdivision are exempt from the restrictions, non-survey issue.
18	QDB 292, Page 25, Entry No. 202704 CONFIRMATION/RATIFICATION: By (1) Mrs. Helen F. Funderburk, wife of Keith T. Kenney, (2) Mrs. Maxine M. Funderburk, wife of Rudolph M. Williams, (3) Mrs. Sylvia A. Funderburk, wife of Rudolph M. Williams, et al, all represented by their Agent Modison L. Funderburk, for State Project No. 855-00-05, Route LA 659, clearing the original road.	Not platible, non-survey issue.
19	QDB 310, Page 336, Entry No. 211153 BOUNDARY AGREEMENT AND MAP: By and between Helen F. Funderburk Kenney, et al and Charles C. Collins, Jr.	Does not affect subject property.
20	QDB 339, Page 454, Entry No. 225208 NOTICE TO INTERRUPT THE RUNNING OF PRESCRIPTION OF MINERALS: By Pipes Realty Company, Inc.	Not platible, non-survey issue.
21	QDB 350, Page 568, Entry No. 249424 CASH SALE: Charles Collins, Jr. and Trust Company of Houma, a Louisiana Banking Corporation acquired (Portion of Lot 3 and Whole Lots 4 & 5, Block 6) from Modison L. Funderburk, appearing as agent for (1) Mrs. Helen F. Funderburk, wife of Keith T. Kenney, (2) Mrs. Maxine M. Williams, wife of Rudolph M. Williams, (3) Mrs. Sylvia F. Schreiner, wife of Charles L. Schreiner, P.O. records of CDB 237, Entry 160707, ratified on CDB 297, Page 25	Shown on plot. This cash sale created the current parcel boundary.
22	QDB 365, Page 99, Entry No. 254463 CASH SALE: Charles Collins, Jr. and Trust Company of Houma, a Louisiana Banking Corporation acquired (Portion of Lot 3) from Modison L. Funderburk, appearing as agent for (1) Mrs. Helen F. Funderburk, wife of Keith T. Kenney, (2) Mrs. Maxine M. Williams, wife of Rudolph M. Williams, (3) Mrs. Sylvia F. Schreiner, wife of Charles L. Schreiner, P.O. records of CDB 237, Entry 160707, ratified on CDB 297, Page 25	Shown on plot.
23	OPERATIONS BOOK 24, Page 24, Entry No. 500386 CASH SALE: Charles Collins, Jr. and Trust Company of National Bank of Houma, has changed its name to First National Bank of Houma, issued by the Comptroller of the Currency, Washington, D.C. 11-3, Entry No. 888047.	Does not affect subject property; non-survey issue.
24	QDB 718, Page 300, Entry No. 558791 LEASE AGREEMENT: In favor of First National Bank of Houma (Lessee) by Joseph P. Moyer, husband of Stephanie Boyd Moyer, appearing to acknowledge (Lessee's) granted by Joseph P. Moyer, husband of Stephanie Boyd Moyer, appearing to acknowledge (Lessor's) for term of extension (10) calendar months ending June 5, 1998 with option for extension (10) calendar months ending June 5, 2008.	Does not affect subject property.
25	QDB 708, Page 626, Entry No. 583547 RIGHT OF WAY PERMIT: In favor of South Central Bell Telephone Company (Grantee), granted by First National Bank of Houma, Inc. (6" feet in width across the rear of westerly property line	Shown on Plot.
26	QDB 1261, Page 108, Entry No. 874678 LEASE AGREEMENT/OPTION TO PURCHASE: In favor of Joseph Moyer, Stephanie Boyd Moyer (Lessee), acquired from First National Bank of Houma (Lessor), Term (9) months ending August 31, 1991.	Shown on plot. Lease agreement includes additional 15' wide strip of Lot 3 with frontage on old Hwy 659, with option to purchase.
27	QDB 1264, Page 110, Entry No. 880044 DECLARATION OF VACATION: Joseph P. Moyer, wife of Joseph Paul Moyer, (Dorcas) acquired from Joseph Paul Moyer (Dorcas) (All of Dorcas rights, title, and interest) to that credit towards the purchase of Lots 4, 5, portion of 3, and 1175-1176, Terrabona Parish, LA, prepared by Arthur A. DeBaffles, Civil Engineer, No. 1995	Not shown on plot, not platible
28	QDB 1264, Page 110, Entry No. 880045 DECLARATION OF RESERVATION OF SEPARATE PROPERTY: By Stephanie Boyd Moyer, (Declaration)	Not on shown on plot, non-survey issue
29	QDB 1284, Page 111, Entry No. 880046 LEASE: Stephanie Boyd Moyer, wife of Joseph Paul Moyer, Joseph Paul Moyer, husband of Stephanie Boyd Moyer appearing to acknowledge (Lessee's) granted by Stephanie Boyd Moyer, wife of Joseph Paul Moyer, appearing to acknowledge (Lessor's) for term of extension (10) calendar months ending June 5, 1998 with option for extension (10) calendar months ending June 5, 2008.	Not on shown on plot, not platible
30	QDB 1294, Page 116, Entry No. 888049 LEASE AGREEMENT: In favor of Stephanie Boyd Moyer, wife of Joseph Paul Moyer, (Lessor) granted by Stephanie Boyd Moyer, wife of Joseph Paul Moyer, (Lessor) for term ending September 28, 1996 with option of two (2) five (5) year terms.	Not on shown on plot, not platible
31	QDB 1301, Page 362, Entry No. 890391 ASSIGNMENT OF LEASES AND RENTS: In favor of First National Bank of Houma (Assignee-Lender) granted by Joseph P. Moyer, Stephanie Boyd Moyer (Assignor-borrower) recorded at MGB 876, Page 113, Entry No. 888047.	Not on shown on plot, non-survey issue. Referenced mortgage was cancelled September 27, 1991.
32	QDB 1752, Page 635, Entry No. 1107311 ASSIGNMENT OF LEASES AND RENTS: In favor of Community Bank (Assignee-Lender) granted by Stephanie Boyd Moyer (Assignor-borrower) recorded at MGB 1401, Page 469, Entry No. 1107324.	Not on shown on plot, non-survey issue.
33	QDB 1401, Page 469, Entry No. 1107324 MULTIPLE INDEBTEDNESS MORTGAGE: In favor of Community Bank (Mortgagee) granted by Stephanie Boyd Moyer (Mortgagor)	Not on shown on plot, non-survey issue.
34	QDB 2087, Page 487, Entry No. 1297883 ACT OF TRANSFER OF PROPERTY: Boyd Moyer Properties, LLC a Louisiana Limited Liability Company acquired from Stephanie Boyd Moyer, wife of Joseph Paul Moyer	Not on shown on plot, non-survey issue.
35	QDB 2087, Page 487, Entry No. 1297883 MULTIPLE INDEBTEDNESS MORTGAGE: In favor of Community Bank and any Future Lender or Lenders (Assignee-Lender) granted by Stephanie Boyd Moyer (Mortgagor)	Not on shown on plot, non-survey issue.
36	QDB 2087, Page 487, Entry No. 1297883 REQUEST FOR NOTICE OF SEIZURE: By Community Bank, identified with mortgage recorded at MGB 1401, Page 469, Entry No. 1107324	Not on shown on plot, non-survey issue.
37	QDB 2886, Page 484, Entry No. 1555288 MORTGAGE RESCINDED: Community Bank, rescission of mortgage recorded at MGB 2087, Page 487, Entry No. 1297883	Not on shown on plot, non-survey issue.

LEGAL DESCRIPTION AS PER TITLE COMMITMENT:

LOTS FOUR (4) AND FIVE (5) OF BLOCK F OF ADDENDUM NO. 5 TO BROADMOOR SUBDIVISION, as shown on a plat thereof made by Arthur A. DeFraites, C.E, dated January 30, 1959, which plat is of record in the Clerks Office of Terrebonne Parish, Louisiana, under Entry No. 191881; together with all rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining including all riparian rights.

The northwesterly most 15 feet front, by a depth between parallel lines, of Lot Three (3) of Block F of Addendum No. 5 to Broadmoor Subdivision, as shown on a plat thereof made by Arthur A. DeFraites, C.E., dated January 30, 1959, and recorded in the Clerk's Office of Terrebonne Parish, Louisiana, under Entry No. 191881; said property being bounded on the northeast by Louisiana State Highway No. 659, on the southwest by Bayou Terrebonne, on the northwest by Lot 4 of said Block F and on the southeast by the remaining portion of Lot 3 of said Block F; together with all rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining including all riparian rights.

A portion of Lot Three (3) of Block F of Addendum No. 5 to Broadmoor Subdivision, as shown on a plat thereof made by Arthur A. DeFraites, C.E., dated January 30, 1959m, which plat is of record in the Clerk's Office of Terrebonne Parish, Louisiana, under Entry No. 191881, being more fully described as follows: A fractional lot of ground measuring 15 feet front along the southwest side of Highway No. 659, being wholly within Lot Three (3) of Block F of Addendum No. 5 to Broadmoor Subdivision by depth between parallel lines to Bayou Terrebonne bounded on the northeast by said Highway No. 659, on the southwest by the remaining portion of Lot Three (3) of Block F, on the southwest by Bayou Terrebonne, and on the northwest by a portion of Lot Three (3) sold on July 27, 1963, together with all rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining including all riparian rights.



REFERENCE PLATS:

1. ADDENDUM NO. 5 TO BROADMOOR SUBDIVISION BEING A SUBDIVISION OF A PORTION OF PROPERTY BELONGING TO MRS KEITH T. KENNEY, ET AL. LOCATED IN SECTION 2, T17S-R17E, TERREBONNE PARISH, LOUISIANA. PREPARED BY ARTHUR A. DEFRATES DATED JANUARY 30, 1959 RECORDED AT ENTRY #191881 MAP # 929.
2. BROADMOOR SUBDIVISION BEING A SUBDIVISION OF A PORTION OF PROPERTY BELONGING TO MRS KEITH T. KENNEY, ET AL. LOCATED IN SECTION 2, T17S-R17E, TERREBONNE PARISH, LOUISIANA. PREPARED BY ARTHUR A. DEFRATES DATED NOVEMBER 15, 1954 RECORDED AT ENTRY #436576 MAP # 562.

GENERAL NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE LOUISIANA STATE PLANE COORDINATE SYSTEM SOUTH ZONE NAD 1983. AS DETERMINED BY GPS OBSERVATIONS. DISTANCES ARE U.S. SURVEY FEET.
2. PUBLIC RECORD DOCUMENTS, TITLE INFORMATION AND MAPS UTILIZED FOR ESTABLISHING THE PROPERTY BOUNDARIES AS DEPICTED ON THIS PLAT WERE PROVIDED BY MICHAEL MARCEL, ABSTRACTING SERVICES, INC..
3. PRELIMINARY FIELD SURVEY PERFORMED ON 12/16/2021. FIELD SURVEY FOR ALTA COMPLETED ON MARCH 9, 2022. UAS OPERATIONS FOR AERIAL IMAGERY WERE CONDUCTED ON MARCH 23, 2022.
4. AN ON-THE-GROUND EFFORT WAS BE MADE TO LOCATE AND INDICATE CABLES, PIPELINES, UTILITIES OR ANY OTHER UNDERGROUND FERROUS STRUCTURES CROSSING THE PROPOSED PIPELINE ROUTE; HOWEVER, DUE TO THE INHERENT LIMITATIONS OF ELECTRONIC MAGNETIC LOCATING EQUIPMENT, MORRIS P. HEBERT, INC. IS NOT RESPONSIBLE FOR THE LOCATION OF ANY EXISTING CABLES, PIPELINES, UTILITIES, OR ANY OTHER UNDERGROUND FERROUS, OR NON-FERROUS STRUCTURES NOT LOCATED DURING THE COURSE OF THE SURVEY AND DOES NOT MAKE ANY GUARANTEE OR GIVE ANY GUARANTEE OF ANY UNDERGROUND STRUCTURES THAT WOULD POSSIBLY IMPACT THIS PROJECT. MPH'S EFFORTS DO NOT RELIEVE THE ONE CALL RESPONSIBILITY PRIOR TO CONSTRUCTION AND/OR EXCAVATION ACTIVITIES.
5. THIS SURVEY COMPLIES WITH CLASS "C" SURVEY REQUIREMENTS AS DESCRIBED IN THE LOUISIANA STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS.

CERTIFICATION

TO TERREBONNE PARISH CONSOLIDATED GOVERNMENT:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6, 7abc, 8, 9, 11b, 13, 16, 17 & 18 OF TABLE A THEREOF. THE FIELDWORK WAS COMPLETED ON 03/09/2022.


THIS SURVEY WAS DONE BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL, AND UNLESS OTHERWISE NOTED, THE SURVEY WAS DONE ON THE GROUND AND WAS DONE IN ACCORDANCE WITH THE MOST RECENT APPLICABLE STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS AS SET FORTH BY THE LOUISIANA PROFESSIONAL ENGINEERING AND LAND SURVEYING BOARD AND THAT THE ACCURACY SPECIFICATIONS AND POSITIONAL TOLERANCES ARE IN ACCORDANCE WITH CLASS "C" SURVEYS AS INDICATED IN THE ABOVE STANDARDS.



1.	MO/DA/YEAR	MPH	
NO.	DATE	REV. BY:	

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

ALTA/NPSLS LAND TITLE SURVEY OF PROPERTY
BELONGING TO BOYD MAYET PROPERTIES, L.L.C.
LOCATED IN SECTION 2, T17S-R17E
TERREBONNE PARISH, LOUISIANA



Morris P. Hebert, Inc.
SURVEYING • ENGINEERING • ENVIRONMENTAL • GIS
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HOUMA, LA • HOUSTON, TX • SAN ANTONIO, TX • MIDLAND, TX
TEXAS SURVEY FIRM REGISTRATION NUMBER: 101537398 (HOUMA OFFICE)

DRAWN BY: WDS	SHEET: 1 OF 1
CHKD./APPD. BY: WDS	SCALE: 1"=20'
UPDATED BY:	DATE: 04/13/2022
DATA BASE:	JOB NO. 14363--00
MPH CAD FILE: ALTA_FINAL2.DWG	