

**PARISH ORDINANCE NO. PO-033-2021**

**AN ORDINANCE OF THE LAFAYETTE PARISH COUNCIL AUTHORIZING THE LAFAYETTE MAYOR-PRESIDENT TO SELL CERTAIN SURPLUS PROPERTY LOCATED ADJACENT TO COULEE MINE CUT-OFF CANAL THAT IS NO LONGER NEEDED FOR PUBLIC PURPOSES, AND TO PROVIDE FOR MATTERS RELATED THERETO, AND TO AMEND THE FY 2021 OPERATING BUDGET OF THE LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT BY BUDGETING THE SALE PROCEEDS OF \$401,355.00 TO THE LAFAYETTE PARISH GENERAL FUND (FUND 105)**

**BE IT ORDAINED** by the Lafayette Parish Council, that:

**WHEREAS**, the Parish of Lafayette through the Lafayette Parish Police Jury (herein sometimes the “Parish”) acquired the following described tract of land by expropriation pursuant to a Judgment dated November 3, 1955 filed in Conveyance Book N25, Page 106, File No. 350997 in the public records of the Clerk of Court’s Office of Lafayette Parish, Louisiana (herein sometimes the “Property”):

That certain parcel of land situated in the Parish of Lafayette, Louisiana, containing twenty and 23/100 (20.23) acres and bounded northeasterly by the property of Pierre Hernandez, G. Brown and College Road Subdivision, southeasterly by the Vermilion River, northwesterly by the property of Southwestern Louisiana Institute, and southwesterly by the property of Pierre Hernandez and having the area and dimensions so shown and outlined in red between the numbers 1, 2, 3, 4, 5, X, Y, 6, 7, 8, 9 and 1 on the plat of survey prepared by the Department of Public Works, surveyed by Elliot H. Hewes, Civil Engineer, and computed by Thurman C. Morgan, civil engineer, which is attached to the petition of the plaintiff in the matter entitled Lafayette Parish Police Jury v. Pierre Hernandez, bearing Docket No. 19104 filed in the Fifteenth Judicial District, Lafayette Parish, Louisiana; and

**WHEREAS**, the Property was acquired by the Parish for the purpose of constructing and maintaining the Coulee Mine cut-off canal (the “Project”); and

**WHEREAS**, the Project is complete and there are portions of the Property, generally located along the southwestern border of the Property and adjacent to property located in Greenbriar Estates Subdivision Extension No. 4 and/or Greenbriar Estates Subdivision Extension No. 1, that are unimproved and are not needed for the repair, maintenance, or improvement of the Project; and

**WHEREAS**, the costs associated with the maintenance of this property is burdensome upon the Parish of Lafayette; and

**WHEREAS**, application has been made by persons who own property located on Shannon Road and West Bayou Parkway adjacent to the Property to acquire certain tracts of the Property (hereinafter collectively referred to as the “Tracts”); and

**WHEREAS**, the adjacent property owners (collectively, the “Purchasers”) and the Parish of Lafayette (the “Parish”) have tentatively agreed to a Purchase Agreement setting forth the

terms and conditions of the proposed sale of the Tracts, a true and correct copy of which Purchase Agreement is attached as Exhibit “A” hereto and incorporated herein by reference; and

**WHEREAS**, as part of the transactions contemplated by the Purchase Agreement, the Purchasers have agreed to pay Lafayette Utilities Systems (“LUS”) to relocate utility lines from their location within an existing 5’ utility servitude (the “Existing Servitude”) to a location within a new 10’ utility servitude to be located at the rear of the Tracts to be purchased by the Purchasers (the “New Servitude”), as identified on the Plats attached as Exhibit “1” to the Purchase Agreement; and

**WHEREAS**, the Acts of Cash Sale pursuant to which each Tract is sold will include a provision pursuant to which each Purchaser will grant the New Servitude to the City of Lafayette for the benefit of the Parish and City of Lafayette; and

**WHEREAS**, upon the completion of the relocation of the LUS utility lines and approval of such relocation by LUS, the Existing Servitude will be abandoned; and

**WHEREAS**, on April 26, 2021, Michael T. Cope with Cope Associates, L.L.C. issued an appraisal of the Tract identified as Parcel 1A on Exhibit 1 to the Purchase Agreement (“Parcel 1A”) and determined that the fair market value of Parcel 1A is \$5,212.00; and

**WHEREAS**, on April 28, 2021, Michael T. Cope with Cope Associates, L.L.C. issued an appraisal of all Tracts other than Parcel 1A identified on Exhibit 1 to the Purchase Agreement and determined that the fair market value of such Tracts is as follows:

Parcel 11A 7,650 Sq. Ft.	=	\$765.00
Parcel 12A 7,655 Sq. Ft.	=	\$766.00
Parcel 13A 5,265 Sq. Ft.	=	\$527.00
Parcel 14A 4,794 Sq. Ft.	=	\$480.00
Parcel 16A 4,036 Sq. Ft.	=	\$404.00
Parcel 16B 4,152 Sq. Ft.	=	\$416.00
Parcel 17A 4,803 Sq. Ft.	=	\$481.00
Parcel 18A 4,949 Sq. Ft.	=	\$495.00
Parcel 19A 5,037 Sq. Ft.	=	\$504.00
Parcel 20A 4,477 Sq. Ft.	=	\$448.00
Parcel 21A 3,738 Sq. Ft.	=	\$374.00
Parcel 22A 4,765 Sq. Ft.	=	\$477.00; and

**WHEREAS**, La. R.S. 33:4711 provides that a parish may sell, lease or exchange with private persons or other political corporations of the state any property owned by the parish when such property is no longer needed for public purposes; and

**WHEREAS**, certain opinions by the Louisiana Attorney General provide that property owned by a parish but no longer needed for public purposes should be sold in accordance with the provisions of La. R.S. 33:4712, which sets forth the procedures for when a municipality may sell property no longer needed for a public purpose; and

**WHEREAS**, La. R.S. 33:4712 provides that before disposing of surplus property, an ordinance must be introduced giving the reasons for the sale and fixing the minimum price and terms of the sale; and

**WHEREAS**, Section 2-11A(10) and 2-11A(11) of the Home Rule Charter of the Lafayette City-Parish Consolidated Government (herein "LCG") requires the adoption of an ordinance for the conveyance of property owned by the Parish; and

**WHEREAS**, given the fact that the Tracts are not needed for the repair, maintenance or improvement of the Coulee Mine cut-off canal, it is the opinion of the Lafayette Parish Council that the Tracts are not needed for a public purpose and thus, are surplus property; and

**WHEREAS**, the Lafayette Parish Council desires to sell the Tracts and deems such sales of the Tracts to be in the best interest of the citizens of the Parish.

**NOW, THEREFORE, BE IT FURTHER ORDAINED** by the Lafayette Parish Council that:

**SECTION 1:** All of the aforesaid "Whereas" clauses are adopted as part of this ordinance.

**SECTION 2:** The Lafayette Mayor-President for and on behalf of the Parish is hereby authorized and directed to execute the Purchase Agreement substantially in the form of Exhibit "A" attached hereto and incorporated herein by reference, but with such modifications or revisions as he shall deem appropriate, and to take any and all action necessary to sell the Tracts and to comply with any applicable law in connection with the sale of the Tracts.

**SECTION 3:** The Tracts shall be sold for a price not less than the \$5.00 per square foot, which price substantially exceeds the fair market value of the Tracts.

**SECTION 4:** The Tracts shall be sold "as-is" without any expressed, or implied, or statutory warranty against vices and defects therein whether obvious or latent, known or unknown and without warranty of fitness for ordinary or particular use, and the acts transferring the Tracts from the Parish to the purchasers shall contain language expressly excluding all such warranties, including but not limited to any warranty of title; in addition, the acts transferring the Tracts shall contain language reserving the New Servitude.

**SECTION 5:** The relocation of the LUS utility lines from the Existing Servitude to the New Servitude, as reflected on the plats attached as Exhibit "1" to the Purchase Agreement, is hereby authorized and approved, subject to approval by the Lafayette City Council and the requirement that the Purchasers, on a pro rata basis, pay the aggregate sum of \$52,850.00 (the "Relocation Payment") to LUS to fund the cost of the relocation.

**SECTION 6:** The Lafayette Mayor-President for and on behalf of the Parish is hereby further authorized and directed to sign any and all documents, including but not limited to one or more purchase agreements and/or acts of sale, to carry out the intent of this ordinance.

**SECTION 7:** LCG shall adhere to all requirements of State law pertaining to the sale of property no longer needed for public purposes, including, without limitation, those set forth at La. R.S. 33:4712.

**SECTION 8:** Any opposition to this ordinance shall be made in writing and filed with the Office of the Lafayette Clerk of the Council within 15 days after its first publication, which shall occur following introduction of this Ordinance, but prior to the adoption hereof.

**SECTION 9:** The Fiscal Year 2021 operating budget of the Parish of Lafayette is hereby amended to budget the sale proceeds of \$401,355.00 in the General Fund – Parish (Fund 105) and decreasing the use of the fund balance.

**SECTION 10:** This transfer of funds shall be reflected in any pertinent documents which are attached and made a part hereof and filed in the Office of the Lafayette Clerk of the Council.

**SECTION 11:** All ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed.

**SECTION 12:** This ordinance shall become effective upon signature of the Lafayette Mayor-President, the elapse of ten (10) days after receipt by the Lafayette Mayor-President without signature or veto, or upon an override of a veto, and ten (10) days from final adoption in accordance with State law governing the disposal of surplus property.

**SECTION 13:** Notwithstanding the provisions of Section 12 herein, this ordinance shall become null and void if the Lafayette City Council does not approve the establishment of the New Servitude, the relocation of the LUS utility lines and the abandonment of the Existing Servitude within 30 days from the date this ordinance has been duly adopted by the Lafayette Parish Council.

\* \* \* \* \*

**PURCHASE AGREEMENT**

**THIS PURCHASE AGREEMENT ("AGREEMENT")**, is made and entered into as of the Effective Date (as hereinafter defined) by and between:

**PARISH OF LAFAYETTE**, a political subdivision in the State of Louisiana, represented herein by Joshua S. Guillory, the Mayor-President of the Lafayette City-Parish Consolidated Government, duly authorized by Ordinance No. \_\_\_\_\_ of the Lafayette Parish Council adopted on \_\_\_\_\_, 2021, a copy of which is attached hereto and made a part hereof, whose mailing address is P.O. Box 4017-C, Lafayette, Louisiana 70502 (hereinafter "**SELLER**"),

**CITY OF LAFAYETTE**, a political subdivision in the State of Louisiana, represented herein by Joshua S. Guillory, the Mayor-President of the Lafayette City-Parish Consolidated Government, duly authorized by Ordinance No. \_\_\_\_\_ of the Lafayette City Council adopted on \_\_\_\_\_, 2021, a copy of which is attached hereto and made a part hereof, whose mailing address is P.O. Box 4017-C, Lafayette, Louisiana 70502 (hereinafter "**CITY**"),

and

**DWIGHT W. ANDRUS, JR.**, a major domiciled in the Parish of Lafayette, Louisiana, whose mailing address is 139 Shannon Road, Lafayette, LOUISIANA 70503;

**DWIGHT W. "ANDY" ANDRUS, III**, a major domiciled in the Parish of Lafayette, Louisiana, whose mailing address is 141 Shannon Road, Lafayette, LOUISIANA 70503;

**LISA GUIDRY ANDRUS**, a major domiciled in the Parish of Lafayette, Louisiana, whose mailing address is 141 Shannon Road, Lafayette, Louisiana 70503;

**GEORGE E. LATIOLAIS**, a major domiciled in the Parish of Lafayette, Louisiana, whose mailing address is 502 West Bayou Pkwy, Lafayette, Louisiana 70503;

**MARTHA MOREAU LATIOLAIS**, a major domiciled in the Parish of Lafayette, Louisiana, whose mailing address is 502 West Bayou Pkwy, Lafayette, Louisiana 70503;

**JAMES COVINGTON INGRAM, JR.** a major domiciled in the Parish of Lafayette, Louisiana, whose mailing address is 153 Shannon Road, Lafayette, Louisiana 70503;

**BARBARA KANAGY INGRAM**, a major domiciled in the Parish of Lafayette, Louisiana, whose mailing address is 153 Shannon Road, Lafayette, Louisiana 70503;

**PELICAN ACCEPTANCE CORPORATION**, a corporation authorized to do and doing business in the Parish of Lafayette, Louisiana through its authorized representative, **MARK HAMPTON**, whose mailing address is 151 Shannon Road, Lafayette, Louisiana 70503;

**RUSSELL CHARLES HIBBELER**, a major domiciled in the Parish of Lafayette, Louisiana, whose mailing address is 149 Shannon Road, Lafayette, Louisiana 70503;

**CORNELIE G. RUIGHAVER HIBBELER**, a major domiciled in the Parish of Lafayette, Louisiana, whose mailing address is 149 Shannon Road, Lafayette, Louisiana 70503;

**PAULA BUTAUD GILLETTE**, a major domiciled in the Parish of Lafayette, Louisiana, whose mailing address is 147 Shannon Road, Lafayette, Louisiana 70503;

**MARK TIMOTHY MILLER**, a major domiciled in the Parish of Lafayette, Louisiana, whose mailing address is 143 Shannon Road, Lafayette, Louisiana 70503;

**DANA GRBIC MILLER**, a major domiciled in the Parish of Lafayette, Louisiana, whose mailing address is 143 Shannon Road, Lafayette, Louisiana 70503;

**JAMES JEROME SMITH**, a major domiciled in the Parish of Lafayette, Louisiana, whose mailing address is 137 Shannon Road, Lafayette, Louisiana 70503;

**GERMAINE GERAMI SMITH**, a major domiciled in the Parish of Lafayette, Louisiana, whose mailing address is 137 Shannon Road, Lafayette, Louisiana 70503;

**DOROTHY ANN GLASSCOCK FITZGERALD**, a major domiciled in the Parish of Lafayette, Louisiana, whose mailing address is 135 Shannon Road, Lafayette, Louisiana 70503;

**DAVID MILLS JENKINS**, a major domiciled in the Parish of Lafayette, Louisiana, whose mailing address is 133 Shannon Road, Lafayette, Louisiana 70503;

**LISA ELAINE JENKINS**, a major domiciled in the Parish of Lafayette, Louisiana, whose mailing address is 133 Shannon Road, Lafayette, Louisiana 70503;

**CALVIN CHARLES BARNHILL**, a major domiciled in the Parish of Lafayette, Louisiana, whose mailing address is 599 West Bayou Parkway, Lafayette, Louisiana 70503 ("C. Barnhill"); and

**JACQUELINE HEBERT BARNHILL**, a major domiciled in the Parish of Lafayette, Louisiana, whose mailing address is 599 West Bayou Parkway, Lafayette, Louisiana 70503 ("J. Barnhill," and collectively with C. Barnhill, ("Barnhill")

(hereinafter, collectively, "Purchasers" and individually each a "Purchaser").

#### **RECITALS:**

Purchasers are each owners, co-owners or spouses of owners of a residential subdivision lot located in either Greenbriar Estates Subdivision, Extension No. 1 or Extension No. 4 (each such residential subdivision lot, with respect to its owner or owners, being sometimes hereafter referred to as an "Existing Lot" and in the plural as the "Existing Lots").

Seller is the owner of a parcel of land that is adjacent to the rear or side of each of the Existing Lots.

Seller desires to sell to the owners of each Existing Lot and the owners of each Existing Lot desire to purchase from Seller, a portion of the immovable property owned by Seller that is contiguous to the respective Purchasers' Existing Lots and the parties each appear herein for the purpose of agreeing to sell or purchase, as the case may be, the specific parcel of ground, as described on Exhibit A attached hereto, that is located contiguous with each of Purchaser's Existing Lots located at the municipal address set forth on Exhibit A. The specific parcels to be sold and purchased hereunder are further described on the plats of survey attached hereto and made part hereof. A FULL LEGAL DESCRIPTION IN ACCORDANCE WITH THE PLATS OF SURVEY ATTACHED TO EXHIBIT A SHALL CONTROL AT THE CLOSING.

The Lafayette City Council is the governing authority for the Lafayette Utilities System ("LUS").

#### **AGREEMENT:**

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants set forth in this Agreement, the parties hereto agree as follows:

##### **Section 1. The Transaction.**

(a) **Sale and Purchase.** Seller hereby agrees to sell and convey to each Purchaser, and each Purchaser hereby agrees to purchase and accept from Seller, for the Purchase Price (as hereinafter defined) and subject to the terms and conditions set forth in this Agreement, that part of the immovable property owned by Seller and more particularly described on Exhibit A hereto and designated thereon to be purchased by each Purchaser, together with all buildings and improvements thereon and all of the rights, ways, privileges, servitudes, appurtenances and advantages appertaining thereto. The land comprising, collectively, all of the parcels described on Exhibit A is hereafter referred to as the "Land" and the Land and all buildings and improvements thereon and all of the rights, ways, privileges, servitudes, appurtenances and advantages appertaining thereto are hereinafter collectively called the "Property." The individual parcels of the Property described on Exhibit A and shown on the plats of survey attached thereto are referred to herein, with respect to particular Purchaser as a "Parcel" and with respect to multiple Purchasers as "Parcels." Notwithstanding the foregoing or anything else in this Agreement to the contrary, Purchasers acknowledge and agree that Seller's obligations under this Agreement are conditioned on the fulfillment of all requirements of applicable law pertaining to the sale of immovable property by public entities, including but not limited to the requirements set forth in La. R.S. 33:4712.

(b) Married Purchasers; Co-Owners; Separate Property of Spouses. The parties acknowledge that certain of the Purchasers are husband and wife and may be co-owners in community or co-owners in indivision of an Existing Lot, or that the Existing Lot occupied by married Purchasers may be the separate property of one of them. Any and all such Purchasers who are husband and wife, whether they own an Existing Lot as co-owners in community or in indivision, agree that they will acquire the Parcel adjacent to the Existing Lot in the same form and share of ownership as that of their Existing Lot. Any Purchasers who are husband and wife and whose Existing Lot is owned solely by one of them (the "Owner Spouse") as his or her separate property agree that the Parcel to be acquired under this Agreement will be acquired solely by the Owner Spouse as his or her separate property and the non-owner spouse appears herein and will appear in the Act of Cash Sale to be executed pursuant to this Agreement, solely to acknowledge that his or her spouse will be or is the purchaser of the parcel to be acquired hereunder, as his or her separate property, unless otherwise agreed between and among those spouses.

(c) Grant of New Servitude; Relocation of Utilities; Abandonment of Existing Servitudes; Payment of Relocation Costs.

(i) Grant of New Utility Servitude. Each of the final Acts of Cash Sale shall include a provision pursuant to which the Purchaser(s) shall grant to the Seller and the City of Lafayette a permanent utility servitude, ten (10') feet in width, on the Parcel purchased by each Purchaser, in the location identified on each on the plats of survey attached as Exhibit A hereto and incorporated herein by reference (the "New



Servitude"). The final Acts of Cash Sale shall include a full legal description of the property on which the New Servitude will be located.

(ii) Relocation of Utilities. In consideration of the Purchasers' purchase of the Parcels and payment of the Relocation Costs, as hereinafter defined, LUS shall, within ninety (90) days of the Closing of the final Act of Cash Sale to any of the Purchasers hereunder, relocate LUS's existing above ground utility equipment and facilities (including, without limitation, electrical transformers) from their current location to a location within the New Servitude and either relocate or abandon any of LUS's underground utility lines or facilities located upon the Parcels from their current location to a location within the New Servitude. LUS shall, after relocating or abandoning said utility equipment and facilities, leave the Property and Parcels at the same grade level as the Purchasers' contiguous Existing Lots, and sloped for drainage toward Coulee Mine, such that water will drain from Purchasers' Existing Lots across the Parcels purchased by them to Coulee Mine. LUS and its employees, agents and contractors, shall have the right to enter upon each of the Parcels for the purposes of performing the work contemplated by this paragraph. Subject to Purchaser's obligation to pay the Relocation Costs (as hereafter defined), all work done or caused to be done by LUS under this paragraph shall be at LUS's sole cost and expense, and performed in a good and workmanlike manner.

(iii) Abandonment of Existing Seller Servitudes. Upon completion of the relocation of utilities as described in Section 1(c)(ii) above, the City shall abandon, except as is necessary to provide utilities (including, without limitation, electrical, sewer and water service) to Purchasers, all utility servitudes other than the New Servitude encumbering the Parcels transferred pursuant to the Act or Acts of Cash Sale executed at the Closing. Purchaser acknowledges and agrees that neither Seller, the City nor LUS shall have any obligation to remove any above-ground or underground utility equipment or facilities belonging to any other person or entity or to secure from any other utility provider the removal or relocation of any equipment or facilities belonging to such other utility providers. Notwithstanding anything in this Agreement to the contrary, the City shall not abandon any utility servitude encumbering any of the Parcels if such utility servitude is currently being utilized by any other utility provider unless such utility provider consents in writing to such abandonment. The City shall have no obligation to seek such consents from any other utility provider and Purchasers understand and agree that any such consents must be obtained by Purchasers before City will abandon any such utility servitudes.

(iv) Payment of Relocation Costs. For and in consideration of the work to be performed by LUS pursuant to this Section 1(c), each of the Purchasers agrees to pay to the LUS, in cash, at closing, his, her or its pro rata share, as hereafter provided, of the aggregate sum of Fifty Two Thousand Eight Hundred Forty Dollars (\$52,840.00) (said amount being hereafter referred to as the "Relocation Costs"). The Relocation Costs shall be divided among the Purchasers based on the total number of Parcels of the Property to be purchased pursuant to this agreement (i.e., eleven (11) parcels), and the Purchaser or Purchasers (solidarily if there is more than one) of each Parcel shall

be obligated to pay one-eleventh (1/11) of the Relocation Costs at the Closing of the sale of that Parcel. In addition to the payment of the Relocation Costs, each Purchaser agrees that, to the extent that it is necessary for LUS to sever any existing utility connection to a Purchaser's Existing Lot, Purchaser shall, at Purchaser's sole cost and expense, reconnect or cause to be reconnected all such utilities to the improvements located on Purchaser's Existing Lot at the appropriate connection points and after obtaining any required permits or licenses with respect to same. The rights and obligations of the parties under this Section 1(c) shall survive the Closing of the sale of the Parcels.

(d) Reservation of Permanent Drainage Servitude and Right-of-Way by Seller. In addition to all other applicable provisions of this Agreement, the Act of Cash Sale between Barnhill and Seller will include a provision pursuant to which Seller will reserve unto Seller and the City of Lafayette and Barnhill will grant to Seller and the City of Lafayette a permanent drainage servitude and right-of-way over the entirety of the immovable property transferred by Seller to Barnhill pursuant to the Act of Cash Sale (the "Barnhill Tract"). In connection with the reservation and grant of said permanent drainage servitude and right-of-way, Barnhill will agree in the Act of Cash Sale (i) that Barnhill will not erect any permanent structures on the Barnhill Tract or erect any fence or other partition between the Barnhill Tract and the adjacent property owned by Seller, (ii) that the entirety of the Barnhill Tract is adjacent to a public drainage channel and/or outfall canal as those terms are used and defined in La. R.S. 38:113, (iii) that the Barnhill Tract is a necessary part of and/or extension to improved drainage channels or outfall canals of Lafayette Parish and has been designated as same by Seller, (iv) that at all times Seller and/or the City shall have the right to send workers and equipment onto the Barnhill Tract for the purpose of maintaining any public drainage channel and/or outfall canal, which maintenance may include (but is not limited to) any and all of the following: widening or deepening any existing drainage channel or ditch, digging new drainage channels or ditches, removing or trimming vegetation, planting vegetation, installing pipes, or installing, maintaining or erecting any structures or equipment necessary or desirable to assist, effectuate and/or manage drainage over, across or through the Barnhill Tract, (v) that Barnhill will not impede or attempt to impede in any manner Seller's or the City's right to access the Barnhill Tract and utilize same for any purpose necessary or desirable, in Seller's or the City's sole discretion, to maintain or improve drainage; (vi) that Barnhill shall have no right to seek or recover monetary damages from Seller, the City or either of Seller's or City's successors or assigns for any damage to any vegetation, plantings, structures or other personal property placed on the Barnhill Tract by Barnhill and shall defend, indemnify and hold Seller and the City harmless with respect to any and all such claims; and (vii) that the servitude and right-of-way reserved herein and the rights of Seller and City set forth herein shall be deemed obligations that run with the land and shall be binding upon Barnhill and any future owner of the Barnhill Tract and shall be enforceable by Seller and the City and Seller's and the City's successors or assigns.

## Section 2. Purchase Price and Deposit.

(a) Purchase Price. The purchase price ("**Purchase Price**") to be paid by each Purchaser to Seller for the Parcel purchased by such Purchaser is \$5.00 per square foot. The total number of square feet included in each Parcel shall be determined by the final survey of the Parcel to be acquired, which survey shall be affixed to such Cash Sale at Closing. The Purchase Price shall be payable in cash at the Closing by the Purchaser to the Seller.

(b) Deposit. Within 10 days after execution and delivery of this Agreement by Purchasers, each Purchaser is obligated to deliver to \_\_\_\_\_, as escrow agent ("Escrow Agent"), a check for \$500.00. If the transaction contemplated by this Agreement is closed in accordance with the terms and provisions hereof, the Deposit shall be applied to the Purchase Price at the Closing. If the transaction is not closed, Seller and Purchasers authorize and direct Escrow Agent to deliver the Deposit as hereinafter provided and Seller and Purchasers relieve and release Escrow Agent from all responsibility and liability for delivering the Deposit as provided herein.

## Section 3. No Warranty of Title.

On the Closing Date, Seller shall deliver to each Purchaser an Act of Cash Sale transferring and delivering to the Purchaser(s) of each Parcel all of Seller's right, title and interest in and to the Parcel being acquired by such Purchaser(s). Seller shall not warrant title to any Parcel and the Purchaser(s) of each Parcel shall acknowledge and agree to same in the Act of Cash Sale. Purchasers may examine the title to the Property and/or any Parcel prior to the Closing Date and shall advise Seller of any title defects discovered as a result of such title examination. Purchaser and Seller may agree to extend the Closing Date by such reasonable period of time as may be necessary to permit any bona fide curative work that may be necessary, not to exceed 60 days unless a longer time period is agreed upon by Purchaser and Seller in writing; provided, however, nothing herein shall require Seller to undertake any curative work or otherwise expend funds in connection with any title defect raised by any Purchaser. If Purchaser is not satisfied with Seller's title to the Property, Purchaser may, at Purchaser's option, declare this Agreement null and void, reserving unto Purchaser the right to the return of the Deposit from Escrow Agent or Purchaser may waive the title defect(s) and proceed with the Closing.

## Section 4. Default and Remedies.

(a) Default by a Purchaser. If any Purchaser (a "Defaulting Purchaser") fails or refuses to consummate the purchase of the Parcel to be purchased pursuant to this Agreement at the Closing for any reason other than termination of this Agreement by such Purchaser pursuant to a right to terminate expressly set forth in this Agreement, then, except as provided in Subsection (b) or Subsection (c) below, Seller shall have the right to terminate this Agreement not only as to such Defaulting Purchaser(s) but also as to all other Purchasers and neither Seller, the Defaulting Purchaser(s) or any other

Purchasers shall have any further rights or obligations under this Agreement. In the event of such termination, the Seller shall give written notice of the termination to the Defaulting Purchaser, all other Purchasers and the Escrow Agent in the manner herein provided for notice. Upon receipt of such notice from Seller, the Deposits of all Purchasers shall be forfeited as liquidated damages with respect all Purchaser(s) and the Escrow Agent shall deliver the Deposits of all Purchasers to Seller.

(b) Right of Joint Purchaser. If the Parcel with respect to which a default occurs under Subsection (a) above is to be acquired by two Purchasers, as stated on Exhibit A, and only one of such Purchasers defaults in consummating the purchase, and the non-defaulting Purchaser stands ready and willing to consummate the purchase of the entire Parcel, then the rights of the Defaulting Purchaser under this Agreement shall terminate and Seller shall proceed to close the sale of the Parcel in full ownership to the non-defaulting Purchaser, which sale and purchase shall satisfy the obligations of the Defaulting Purchaser with respect to the Seller, reserving to the non-defaulting Purchaser any rights and remedies which he or she may otherwise have against the Defaulting Purchaser. If both Purchasers of the Parcel fail or refuse to consummate the purchase of the Parcel to be purchased by them, then the other Purchasers shall have the right to purchase the Parcel of such Defaulting Purchaser in the manner set forth in Subsection (c) below.

(c) Rights of other Purchasers. In the event of a termination as to a Purchaser or Purchasers as provided in Subsections (a) and (b) above, each other Purchaser shall have the right for a period of fifteen (15) days after the giving of the Seller's notice of termination pursuant to Subsection (a) to acquire the Parcel that was to be acquired by the Defaulting Purchaser(s) on the same terms and conditions and for the same price applicable to the Defaulting Purchaser(s), exercisable by giving written notice to the Seller within such fifteen (15) day period. In the event a Purchaser gives timely notice of exercise of its right to purchase the Parcel in question, the Closing shall occur within ten (10) days after the giving of such notice for the price and upon all other terms and conditions of this Agreement, except that the Outside Closing Date (as hereafter defined) shall be extended by not less than the number of days required for the giving of notices and the consummation of the Closing as contemplated by this subsection. For purposes of this Subsection, Purchasers who agree to purchase the Parcel in question jointly shall be treated as a single Purchaser. If more than one other Purchaser gives timely notice to Seller of his, her or its desire to purchase the Parcel of the Defaulting Purchaser(s), and those Purchasers cannot agree among themselves on which of them is to be the purchaser or upon a joint purchase, then the Seller shall choose which of the other Purchasers shall purchase the Parcel in question and the Closing shall take place as contemplated herein.

(d) Seller's Termination Option. The Purchasers acknowledge that Seller's willingness to undertake the obligations set forth herein is conditioned on Seller's sale of all of the Parcels to Purchasers and that Seller would be unwilling to undertake these obligations or sell any Parcel separate and apart from the sale of all Parcels. Therefore, Purchasers acknowledge and agree that if any proposed sale of a Parcel does not

proceed, for any reason whatsoever, then Seller shall have the right in Seller's sole discretion to terminate this Agreement as to all Purchasers and elect not to sell any of the Parcels to any of the Purchasers, in which event the Escrow Agent shall transfer the Deposit to the Seller and the Seller and the Purchaser shall have no further rights or obligations hereunder.

(e) Default by Seller. If Seller fails or refuses to consummate the sale of the Property pursuant to this Agreement for any reason other than termination of this Agreement by Seller pursuant to a right to terminate expressly set forth in this Agreement, then all Purchasers acting together and not individually may either (i) seek specific performance from Seller or (ii) demand the return of the Deposit, whereupon neither party shall have any further rights or obligations under this Agreement (and Escrow Agent shall deliver the Deposit to Purchasers).

**Section 5. Closing.** The closing ("Closing") of the sales of each respective Parcel by Seller to Purchasers shall occur in the office of Purchaser's Notary on a date mutually agreed to by Seller and Purchasers ("Closing Date", which Closing Date shall be no later than \_\_\_\_\_ (the "Outside Closing Date"), unless Purchasers and Seller mutually agree in writing to extend such Outside Closing Date or such Outside Closing Date is extended as provided in Subsection 4(c) above. Purchasers will give Seller advance notice of the date and time for the Closing. At the Closing, all of the following must occur, all of which shall be deemed concurrent conditions:

(a) For each Parcel of the Property, Seller and the Purchaser(s) of such Parcel shall execute an Act of Cash Sale in a form mutually agreed upon by Seller and such Purchaser(s), pursuant to which Seller will convey to such Purchaser(s) all of its right, title and interest in and to the Parcel in question, without any warranty of title and in its "as is, where is" condition on the Closing Date. Each Cash Sale shall expressly provide that the property conveyed therein is sold "as is" without any expressed, or implied, or statutory warranty against vices and defects therein whether obvious or latent, known or unknown and without warranty of fitness for ordinary or particular use.

(b) An Owner's Policy of Title Insurance may, at Purchaser's option be issued by Theodore G. Edwards, IV, a title agent for Security Title, in the amount of the Purchase Price insuring that, after completion of the Closing, Purchaser is the owner of merchantable title to the Property, subject only to taxes for the year 2021 not yet due and payable.

(c) Purchaser shall deliver or cause to be delivered to Purchaser's Notary, a certified or cashier's check or such other means of funding in good and immediate funds, payable in an amount equal to the cash portion of the Purchase Price plus each Purchaser's share of the Relocation Costs and closing costs chargeable to Purchaser under this Agreement, less amounts chargeable to Seller under this Agreement and the Deposit.

(d) Seller and Purchaser shall each pay their respective attorneys' fees. All improvement liens, assessments, utility charges and other charges of any kind bearing against the Property as of the Closing Date shall be paid by Seller. Ad valorem and similar taxes and assessments relating to the Property shall be prorated between Seller and Purchaser as of the Closing Date. Any recording fees relating to release of liens and/or mortgages shall be paid by Seller. Costs of Purchaser's certificates, preparing and recording the Act of Cash Sale (and vendor's lien and mortgage, if applicable), a current survey, the abstract, the title examination and title insurance, if required or requested, and all other closing costs not specifically allocated to the Seller herein shall be paid by Purchaser.

(e) Seller must vacate each Parcel of the Property in its entirety and deliver possession thereof to Purchasers on the Closing Date of such parcel, subject to the utility servitude granted by each Purchaser to Seller as provided in Subsection 1(c)(i) and except with respect to Seller's work in relocating, abandoning and reconnecting the utility lines and facilities, abandoning utility servitudes and grading and sloping the Property as provided in Subsection 1(c)(iii).

(f) Purchasers agree that each Purchaser shall, in the Act of Cash Sale executed by said Purchaser, bind the Parcel of the Property so acquired by said Purchaser to all of the recorded restrictive covenants, building restrictions and obligations of ownership for the particular phase of Greenbriar Subdivision in which each Purchaser's Existing Lot is located, as if the parcel of the Property acquired by said Purchaser had been a portion of Purchaser's Existing Lot in such phase of Greenbriar Subdivision. Said restrictions, and the agreement to make the Purchaser's Parcel subject to same, shall be binding upon the each of the Purchasers, their heirs, successors and assigns with respect to such Purchaser's Parcel and shall operate as covenants running with the land in favor of all other Purchasers.

**Section 6. Agents.** Seller and each Purchaser hereby represent and warrant to the others that they are not a party to any contract, agreement or understanding with any real estate agent, broker or other person that would give rise to a valid claim against any of them for any brokerage or sales commission, finder's fee or like payment in connection with purchase and sale of the Property. If a claim for brokerage or similar fees is made by any broker, salesman or finder claiming to have dealt through or on behalf of one of the parties to this Agreement, then that party shall indemnify, defend and hold the other parties harmless from and against any and all claims, losses and liabilities incurred by each such indemnified party in connection with any such claim or demand. The provisions of this Section 6 shall survive termination of this Agreement.

**Section 7. Notices.** Any notice required or permitted to be given under this Agreement by one party to another shall be in writing and the same shall be given and shall be deemed to have been served and given if: (i) placed in the United States mail, return receipt requested, addressed to such party at the address hereinafter specified, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to such party at the address hereinafter specified. The address of Seller and

Purchasers, respectively, for all purposes under this Agreement and for all notices hereunder shall be:

Seller: Parish of Lafayette or  
City of Lafayette  
Attention: Mayor-President  
P.O. Box 4017-C  
Lafayette, LA 70502

With a copy to:  
Lafayette City-Parish Consolidated Government  
Attention: City-Parish Attorney  
P.O. Box 4017-C  
Lafayette, LA 70502

Purchaser: \_\_\_\_\_

From time to time either party may designate another address for all purposes of this Agreement by giving the other party not less than 5 days' advance written notice of such change of address in accordance with the provisions hereof.

**Section 8. Entire Agreement.** This Agreement contains the entire agreement between Seller and Purchasers, and no oral statements or prior written matter not specifically incorporated herein shall be of any force and effect. No variation, modification or changes hereof shall be binding on either party hereto unless set forth in a document executed by such parties or a duly authorized agent, officer or representative thereof.

**Section 9. Assigns.**

(a) This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective legal representatives, successors, and assigns.

(b) Seller acknowledges and agrees that Purchaser may assign its rights under this Agreement at any time at or prior to Closing to any other person or entity ("assignee"). Purchaser agrees that if Purchaser assigns its rights to this Agreement, Purchaser shall remain liable to Seller under this Agreement.

**Section 10. Time for Execution and Effective Date.** If this Agreement is not signed by Seller within sixty (60) days after the date on which the last Purchaser has signed this Agreement, it shall be null and void. The date on which this Agreement is executed by Seller shall be the "Effective Date" of this Agreement.

**Section 11. Time of the Essence.** Time is of the essence of this Agreement.

**Section 12. Destruction, Damage, or Taking Prior to Closing.** Prior to Closing, risk of loss with regard to the Property shall be borne by Seller. If, prior to Closing, the Property is destroyed or damaged, or becomes subject to a taking by virtue of eminent domain, to any extent whatsoever, Purchaser may, in Purchaser's sole discretion, (i) terminate this Agreement, whereupon Escrow Agent shall deliver the Deposit to Purchaser, and neither party hereto shall have any further rights or obligations under this Agreement, or (ii) proceed with the Closing, in which case Seller shall assign its rights to all insurance proceeds to Purchaser. Seller shall maintain its existing insurance coverage with respect to the Property until the Closing Date.

**Section 13. Terminology.** The captions beside the section numbers of this Agreement are for reference only and shall not modify or affect this Agreement in any manner whatsoever. Wherever required by the context, any gender shall include any other gender, the singular shall include the plural, and the plural shall include the singular.

**Section 14. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana; and venue for any action concerning this Agreement shall be in Lafayette Parish, Louisiana.

**Section 15. Severability.** In case anyone or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**Section 16. Rule of Construction.** This Agreement shall be interpreted to give effect to its fair meaning and shall not be construed more or less favorably to either Seller or Purchaser.

[Remainder of Page Intentionally Left Blank –  
Signature Pages Follow]



IN WITNESS WHEREOF, this Agreement is executed to be effective as of the Effective Date.

**PARISH OF LAFAYETTE**

BY: \_\_\_\_\_  
 Joshua S. Guillory, Mayor President  
 Date Executed: \_\_\_\_\_

**CITY OF LAFAYETTE**

BY: \_\_\_\_\_  
 Joshua S. Guillory, Mayor President  
 Date Executed: \_\_\_\_\_

**PURCHASERS**

\_\_\_\_\_  
**DWIGHT W. ANDRUS, JR.**  
 Date Executed: \_\_\_\_\_

\_\_\_\_\_  
**DWIGHT W. "ANDY" ANDRUS, III**  
 Date Executed: \_\_\_\_\_

\_\_\_\_\_  
**LISA GUIDRY ANDRUS**  
 Date Executed: \_\_\_\_\_

\_\_\_\_\_  
**GEORGE E. LATIOLAIS**  
 Date Executed: \_\_\_\_\_

\_\_\_\_\_  
**MARTHA MOREAU LATIOLAIS**  
 Date Executed: \_\_\_\_\_

\_\_\_\_\_  
**JAMES COVINGTON INGRAM**  
 Date Executed: \_\_\_\_\_

\_\_\_\_\_  
**BARBARA KANAGY INGRAM**  
 Date Executed: \_\_\_\_\_

**PELICAN ACCEPTANCE CORPORATION**

By: \_\_\_\_\_

**MARK HAMPTON**

Its Duly Authorized Representative

Date Executed: \_\_\_\_\_

\_\_\_\_\_  
**RUSSELL CHARLES HIBBELER**

Date Executed: \_\_\_\_\_

\_\_\_\_\_  
**CORNELIE G. RUIGHAVER HIBBELER**

Date Executed: \_\_\_\_\_

\_\_\_\_\_  
**PAULA BUTAUD GILLETTE**

Date Executed: \_\_\_\_\_

\_\_\_\_\_  
**MARK TIMOTHY MILLER**

Date Executed: \_\_\_\_\_

\_\_\_\_\_  
**DANA GRBIC MILLER**

Date Executed: \_\_\_\_\_

\_\_\_\_\_  
**JAMES JEROME SMITH**

Date Executed: \_\_\_\_\_

\_\_\_\_\_  
**GERMAINE GERAMI SMITH**

Date Executed: \_\_\_\_\_

\_\_\_\_\_  
**DOROTHY ANN GLASSCOCK FITZGERALD**

Date Executed: \_\_\_\_\_

\_\_\_\_\_  
**DAVID MILLS JENKINS**

Date Executed: \_\_\_\_\_

\_\_\_\_\_  
**LISA ELAINE JENKINS**

Date Executed: \_\_\_\_\_

**CALVIN CHARLES BARNHILL**

Date Executed: \_\_\_\_\_

**JACQUELINE HEBERT BARNHILL**

Date Executed: \_\_\_\_\_

## EXHIBIT A

Purchaser or Purchasers	Address of Existing Lot	Description of Parcel to be Purchased
Dwight W. Andrus, Jr.	139 Shannon Road, Lafayette, LA 70503	<p>Parcel 19A – 5037 Sq Ft</p> <p>THAT CERTAIN PARCEL OF LAND SITUATED IN SECTION 53, TOWNSHIP 10 SOUTH, RANGE 4 EAST, LAFAYETTE PARISH, LOUISIANA, CONTAINING 5,037 SQ. FT. AND BEING MORE FULLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE NORTH WESTERLY CORNER OF LOT 19, ALSO KNOWN AS THE POINT OF COMMENCEMENT (POC) AND THE POINT OF BEGINNING (POB).</p> <p>THENCE NORTH 43°38'25" EAST A DISTANCE OF 38.78 FEET; THENCE SOUTH 49°04'22" EAST A DISTANCE OF 45.40 FEET; THENCE SOUTH 45°49'25" EAST A DISTANCE OF 79.66 FEET; THENCE SOUTH 43°38'25" WEST A DISTANCE OF 40.18 FEET; THENCE NORTH 46°21'35" WEST A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING (POB).</p>
Dwight W. Andrus, III and Lisa Guidry Andrus	141 Shannon Road Lafayette, LA 70503	<p>Parcel 18A – 4,949 Sq Ft</p> <p>THAT CERTAIN PARCEL OF LAND SITUATED IN SECTION 53, TOWNSHIP 10 SOUTH, RANGE 4 EAST, LAFAYETTE PARISH, LOUISIANA, CONTAINING 4,949 SQ. FT. AND BEING MORE FULLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE NORTH WESTERLY CORNER OF LOT 18, ALSO KNOWN AS THE POINT OF COMMENCEMENT (POC) AND THE POINT OF BEGINNING (POB).</p> <p>THENCE NORTH 43°38'25" EAST A DISTANCE OF 40.18 FEET; THENCE SOUTH 45°49'25" EAST A DISTANCE OF 125.01 FEET; THENCE SOUTH 43°38'25" WEST A DISTANCE OF 39.01 FEET; THENCE NORTH 46°21'35" WEST A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING (POB).</p>
George E. Latiolais and Martha Moreau Latiolais	502 West Bayou Pkwy Lafayette, LA 70503	<p>Parcel 11A – 7,650 Sq Ft</p> <p>THAT CERTAIN PARCEL OF LAND SITUATED IN SECTION 53, TOWNSHIP 10 SOUTH, RANGE 4 EAST, LAFAYETTE PARISH,</p>

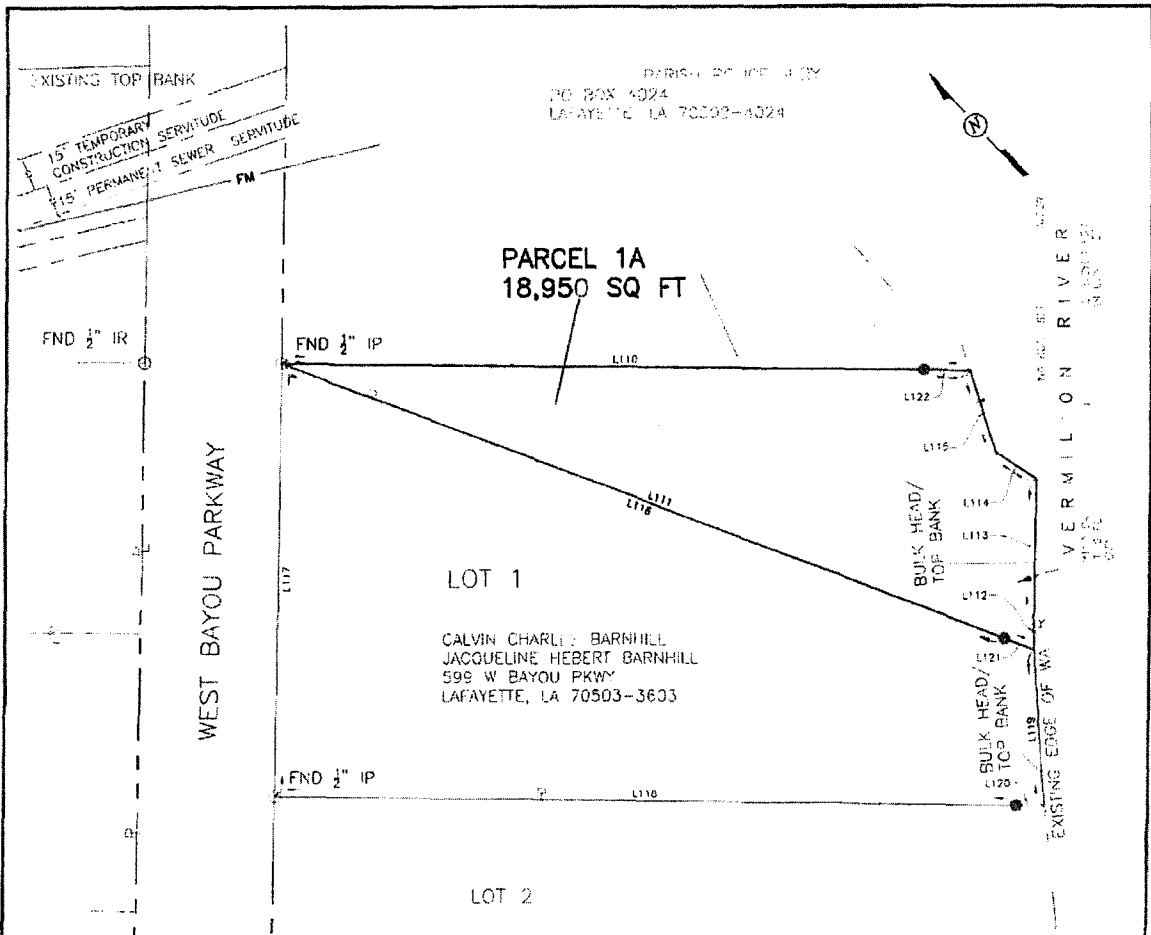
		<p>LOUISIANA, CONTAINING 7,650 SQ. FT. AND BEING MORE FULLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE NORTH WESTERLY CORNER OF LOT 11, ALSO KNOWN AS THE POINT OF COMMENCEMENT (POC) AND THE POINT OF BEGINNING (POB).</p> <p>THENCE NORTH 43°33'25" EAST A DISTANCE OF 30.78 FEET;  THENCE SOUTH 45°49'25" EAST A DISTANCE OF 46.12 FEET;  THENCE SOUTH 60°01'32" EAST A DISTANCE OF 137.73 FEET;  THENCE SOUTH 43°33'25" WEST A DISTANCE OF 62.88 FEET;  THENCE NORTH 46°21'35" WEST A DISTANCE OF 180.00 FEET TO THE POINT OF BEGINNING (POB).</p>
James Covington Ingram, Jr. and Barbara Kanagy Ingram	153 Shannon Road Lafayette, LA 70503	<p>Parcel 12A – 7,655 Sq Ft</p> <p>THAT CERTAIN PARCEL OF LAND SITUATED IN SECTION 53, TOWNSHIP 10 SOUTH, RANGE 4 EAST, LAFAYETTE PARISH, LOUISIANA, CONTAINING 7,655 SQ. FT. AND BEING MORE FULLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE NORTH WESTERLY CORNER OF LOT 12, ALSO KNOWN AS THE POINT OF COMMENCEMENT (POC) AND THE POINT OF BEGINNING (POB).</p> <p>THENCE NORTH 43°38'25" EAST A DISTANCE OF 33.02 FEET;  THENCE SOUTH 45°49'25" EAST A DISTANCE OF 239.97 FEET;  THENCE SOUTH 43°33'25" WEST A DISTANCE OF 30.78 FEET;  THENCE NORTH 46°21'35" WEST A DISTANCE OF 240.00 FEET TO THE POINT OF BEGINNING (POB).</p>
Pelican Acceptance Corporation, authorized representative, Mark Hampton	149 Shannon Road Lafayette, LA 70503	<p>Parcel 1A – 18,950 Sq Ft</p> <p>THAT CERTAIN PARCEL OF LAND SITUATED IN SECTION 53, TOWNSHIP 10 SOUTH, RANGE 4 EAST, LAFAYETTE PARISH, LOUISIANA, CONTAINING 18,950 SQ. FT. AND BEING MORE FULLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE NORTH WESTERLY CORNER OF LOT 1, ALSO KNOWN AS THE POINT OF COMMENCEMENT (POC) AND THE POINT OF BEGINNING (POB).</p> <p>THENCE SOUTH 46°27'27" EAST A DISTANCE OF 299.67 FEET;  THENCE SOUTH 24°57'23" WEST A DISTANCE OF 37.39 FEET;  THENCE SOUTH 13°45'34" EAST A DISTANCE OF 21.35 FEET;  THENCE SOUTH 43°51'46" WEST A DISTANCE OF 60.04 FEET;  THENCE SOUTH 41°29'08" WEST A DISTANCE OF 13.91 FEET;</p>

		THENCE NORTH 26°19'08" WEST A DISTANCE OF 351.18 FEET TO THE POINT OF BEGINNING (POB).
Pelican Acceptance Corporation, authorized representative, Mark Hampton	151 Shannon Road Lafayette, LA 70503	<p>Parcel 13A – 5,265 Sq Ft</p> <p>THAT CERTAIN PARCEL OF LAND SITUATED IN SECTION 53, TOWNSHIP 10 SOUTH, RANGE 4 EAST, LAFAYETTE PARISH, LOUISIANA, CONTAINING 5,265 SQ. FT. AND BEING MORE FULLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE NORTH WESTERLY CORNER OF LOT 13, ALSO KNOWN AS THE POINT OF COMMENCEMENT (POC) AND THE POINT OF BEGINNING (POB).</p> <p>THENCE NORTH 43°38'25" EAST A DISTANCE OF 34.48 FEET;  THENCE SOUTH 45°49'25" EAST A DISTANCE OF 156.01 FEET;  THENCE SOUTH 43°38'25" WEST A DISTANCE OF 33.02 FEET;  THENCE NORTH 46°21'35" WEST A DISTANCE OF 156.00 FEET TO THE POINT OF BEGINNING (POB).</p>
Russell Charles Hibbeler and Cornelia G. Ruighaver Hibbeler	149 Shannon Road Lafayette, LA 70503	<p>Parcel 16A – 4,036 Sq Ft</p> <p>THAT CERTAIN PARCEL OF LAND SITUATED IN SECTION 53, TOWNSHIP 10 SOUTH, RANGE 4 EAST, LAFAYETTE PARISH, LOUISIANA, CONTAINING 4,036 SQ. FT. AND BEING MORE FULLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE NORTH WESTERLY CORNER OF LOT 16A, ALSO KNOWN AS THE POINT OF COMMENCEMENT (POC) AND THE POINT OF BEGINNING (POB).</p> <p>THENCE NORTH 43°38'25" EAST A DISTANCE OF 36.80 FEET;  THENCE SOUTH 45°49'25" EAST A DISTANCE OF 111.25 FEET;  THENCE SOUTH 43°38'25" WEST A DISTANCE OF 35.76 FEET;  THENCE NORTH 46°21'35" WEST A DISTANCE OF 111.25 FEET TO THE POINT OF BEGINNING (POB).</p>
Paula Butaud Gillette	147 Shannon Road Lafayette, LA 70503	<p>Parcel 16B – 4,152 Sq Ft</p> <p>THAT CERTAIN PARCEL OF LAND SITUATED IN SECTION 53, TOWNSHIP 10 SOUTH, RANGE 4 EAST, LAFAYETTE PARISH, LOUISIANA, CONTAINING 4,152 SQ. FT. AND BEING MORE FULLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE NORTH WESTERLY CORNER OF LOT 16B, ALSO KNOWN AS THE POINT OF COMMENCEMENT (POC) AND THE POINT OF BEGINNING (POB).</p>

		THENCE NORTH 43°38'25" EAST A DISTANCE OF 37.84 FEET; THENCE SOUTH 45°49'25" EAST A DISTANCE OF 111.25 FEET; THENCE SOUTH 43°38'25" WEST A DISTANCE OF 36.80 FEET; THENCE NORTH 46°21'35" WEST A DISTANCE OF 111.25 FEET TO THE POINT OF BEGINNING (POB).
Mark Timothy Miller and Dana Grbic Miller	143 Shannon Road Lafayette, LA 70503	Parcel 17A – 4,803 Sq Ft  THAT CERTAIN PARCEL OF LAND SITUATED IN SECTION 53, TOWNSHIP 10 SOUTH, RANGE 4 EAST, LAFAYETTE PARISH, LOUISIANA, CONTAINING 4,803 SQ. FT. AND BEING MORE FULLY DESCRIBED AS FOLLOWS:  COMMENCING AT THE NORTH WESTERLY CORNER OF LOT 17, ALSO KNOWN AS THE POINT OF COMMENCEMENT (POC) AND THE POINT OF BEGINNING (POB).  THENCE NORTH 43°38'25" EAST A DISTANCE OF 39.01 FEET; THENCE SOUTH 45°49'25" EAST A DISTANCE OF 125.01 FEET; THENCE SOUTH 43°38'25" WEST A DISTANCE OF 37.84 FEET; THENCE NORTH 46°21'35" WEST A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING (POB).
James Jerome Smith and Germaine Gerami Smith	137 Shannon Road Lafayette, LA 70503	Parcel 20A – 4,477 Sq Ft  THAT CERTAIN PARCEL OF LAND SITUATED IN SECTION 53, TOWNSHIP 10 SOUTH, RANGE 4 EAST, LAFAYETTE PARISH, LOUISIANA, CONTAINING 4,477 SQ. FT. AND BEING MORE FULLY DESCRIBED AS FOLLOWS:  COMMENCING AT THE NORTH WESTERLY CORNER OF LOT 20, ALSO KNOWN AS THE POINT OF COMMENCEMENT (POC) AND THE POINT OF BEGINNING (POB).  THENCE NORTH 43°38'25" EAST A DISTANCE OF 32.85 FEET; THENCE SOUTH 49°04'22" EAST A DISTANCE OF 125.14 FEET; THENCE SOUTH 43°38'25" WEST A DISTANCE OF 38.78 FEET; THENCE NORTH 46°21'35" WEST A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING (POB).
Dorothy Ann Glasscock Fitzgerald	135 Shannon Road Lafayette, LA 70503	Parcel 21A – 3,738 Sq Ft  THAT CERTAIN PARCEL OF LAND SITUATED IN SECTION 53, TOWNSHIP 10 SOUTH, RANGE 4 EAST, LAFAYETTE PARISH, LOUISIANA, CONTAINING 3,738 SQ. FT. AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

		<p>COMMENCING AT THE NORTH WESTERLY CORNER OF LOT 21, ALSO KNOWN AS THE POINT OF COMMENCEMENT (POC) AND THE POINT OF BEGINNING (POB).</p> <p>THENCE NORTH 43°18'21" EAST A DISTANCE OF 26.92 FEET; THENCE SOUTH 49°04'22" EAST A DISTANCE OF 125.30 FEET; THENCE SOUTH 43°38'25" WEST A DISTANCE OF 32.85 FEET; THENCE NORTH 46°21'35" WEST A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING (POB).</p>
David Mills Jenkins and Lisa Elaine Jenkins	133 Shannon Road Lafayette, LA 70503	<p>Parcel 22A – 4,765 Sq Ft</p> <p>THAT CERTAIN PARCEL OF LAND SITUATED IN SECTION 53, TOWNSHIP 10 SOUTH, RANGE 4 EAST, LAFAYETTE PARISH, LOUISIANA, CONTAINING 4,765 SQ. FT. AND BEING MORE FULLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE NORTH WESTERLY CORNER OF LOT 22, ALSO KNOWN AS THE POINT OF COMMENCEMENT (POC) AND THE POINT OF BEGINNING (POB).</p> <p>THENCE NORTH 52°29'07" EAST A DISTANCE OF 10.73 FEET; THENCE SOUTH 79°40'11" EAST A DISTANCE OF 11.53 FEET; THENCE SOUTH 49°04'22" EAST A DISTANCE OF 211.01 FEET; THENCE SOUTH 43°18'21" WEST A DISTANCE OF 26.92 FEET; THENCE NORTH 46°21'35" WEST A DISTANCE OF 222.22 FEET TO THE POINT OF BEGINNING (POB).</p>
Calvin Charles Barnhill and Jacqueline Hebert Barnhill	599 West Bayou Pkwy Lafayette, LA 70503	<p>Parcel 1A – 18,950 Sq Ft</p> <p>THAT CERTAIN PARCEL OF LAND SITUATED IN SECTION 53, TOWNSHIP 10 SOUTH, RANGE 4 EAST, LAFAYETTE PARISH, LOUISIANA, CONTAINING 18,950 SQ. FT. AND BEING MORE FULLY DESCRIBED AS FOLLOWS:</p> <p>COMMENCING AT THE NORTH WESTERLY CORNER OF LOT 1, ALSO KNOWN AS THE POINT OF COMMENCEMENT (POC) AND THE POINT OF BEGINNING (POB).</p> <p>THENCE SOUTH 46°27'27" EAST A DISTANCE OF 299.67 FEET; THENCE SOUTH 24°57'23" WEST A DISTANCE OF 37.39 FEET; THENCE SOUTH 13°45'34" EAST A DISTANCE OF 21.35 FEET; THENCE SOUTH 43°51'46" WEST A DISTANCE OF 60.04 FEET; THENCE SOUTH 41°29'08" WEST A DISTANCE OF 13.91 FEET; THENCE NORTH 26°19'08" WEST A DISTANCE OF 351.18 FEET TO THE POINT OF BEGINNING (POB).</p>





NOTE:

1. THIS PARCEL IS NOT AN OFFICIALLY RECORDED PLATTED PROPERTY.  
2. OTHER THAN EASEMENTS SHOWN, THE SURVEYOR HAS MADE NO ATTEMPT REGARDING RESEARCH INTO SERVITUDE, EASEMENTS, RIGHT OF WAYS, OR PIPELINES AND SHALL NOT BE RESPONSIBLE FOR SUCH ENCUMBRANCES. IN ADDITION, NO ATTEMPT HAS BEEN MADE BY THIS SURVEYOR TO VERIFY TITLE OR ACTUAL LEGAL OWNERSHIP.  
3. OTHER THAN THE FORCE MAIN SHOWN, UTILITIES ARE NOT SHOWN ON THIS PLAT. THE INTENTION OF THIS PLAT IS TO SHOW BOUNDARY ONLY.

REFERENCE PLATS:

1. SKETCH SHOWING SERVITUDE TO BE ACQUIRED FOR THE CONSTRUCTION AND MAINTENANCE OF A SANITARY SEWER FORCE MAIN BY THE LAFAYETTE UTILITIES SYSTEM FROM LAFAYETTE CONSOLIDATED GOVERNMENT LOCATED IN SECTION 53, T10S, R4E, LAFAYETTE, LOUISIANA DATED BY APRIL 28, 2014 PREPARED BY UGIMINQUE, SCARF & SCARF.  
2. A MAP SHOWING EXTENSION, NO. 1 GREENSBAR ESTATES LOCATED IN WARD 8, LAFAYETTE PARISH, SECTION 54, T10N-R4E, DATED AUGUST 3, 1950, PREPARED BY UGIMINQUE, SCARF & SCARF.

LEGAL:

THAT CERTAIN PARCEL OF LAND SITUATED IN SECTION 53, TOWNSHIP 10 SOUTH, RANGE 4 EAST, LAFAYETTE PARISH, LOUISIANA, CONTAINING 18,950 SQ. FT. AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

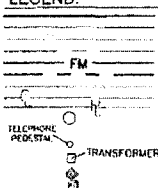
COMMENCING AT THE NORTH-WESTERLY CORNER OF LOT 1, ALSO KNOWN AS THE POINT OF COMMENCEMENT (POC) AND THE POINT OF BEGINNING (POB);

THENCE SOUTH 49°27'27" EAST A DISTANCE OF 298.67 FEET;  
THENCE SOUTH 24°57'23" WEST A DISTANCE OF 37.39 FEET;  
THENCE SOUTH 15°45'34" EAST A DISTANCE OF 21.25 FEET;  
THENCE SOUTH 42°51'46" WEST A DISTANCE OF 80.04 FEET;  
THENCE SOUTH 42°20'00" WEST A DISTANCE OF 13.81 FEET;  
THENCE NORTH 26°18'00" WEST A DISTANCE OF 351.16 FEET TO THE POINT OF BEGINNING (POB).

REFERENCE BEARING:

BEARINGS AND DISTANCES ARE BASED ON THE OBSERVATIONS WITH THE FOLLOWING CRITERIA:  
COORDINATE SYSTEM: U.S. STATE PLANS  
1983 ZONE: LOUISIANA SOUTH 1702  
PROJECT DATUM: NAD 1983 (GCRS86)  
VERTICAL DATUM: NAVD 83  
GEOID MODEL: GEOID12A  
COORDINATE UNITS: US FT.  
DIST. AND FILEY UNITS: US FT.

LEGEND:



Line #	Length	Direction
L110	298.67	S49° 27' 27"E
L111	37.39	S24° 57' 23"W
L112	21.25	S42° 51' 46"W
L113	80.04	S42° 20' 00"W
L114	13.81	S26° 18' 00"W
L115	351.16	N26° 18' 00"W
L116	188.07	S42° 51' 46"W
L117	323.21	S49° 27' 27"E
L118	67.40	S24° 57' 23"W
L119	12.21	S42° 51' 46"W
L120	13.95	S26° 18' 00"W
L121	70.00	N46° 27' 27"W

PLAT SHOWING PROPERTY TO BE ACQUIRED BY  
CALVIN & JACQUELINE BARNHILL  
FROM  
LAFAYETTE CONSOLIDATED GOVERNMENT

LOCATED IN SECTION 53, T10S, R4E,  
WARD 10, LAFAYETTE PARISH, LOUISIANA

DATE OF PLAT:  
OCTOBER 1, 2019

SCALE: 1" = 50'



A surveyor, under the seal of the State of Louisiana, and in accordance with the provisions of the laws of Louisiana, has caused this plat to be recorded in the public records of the State of Louisiana, and the same is hereby certified to be correct.



PAUL L. MIERS ENGINEERING, LLC

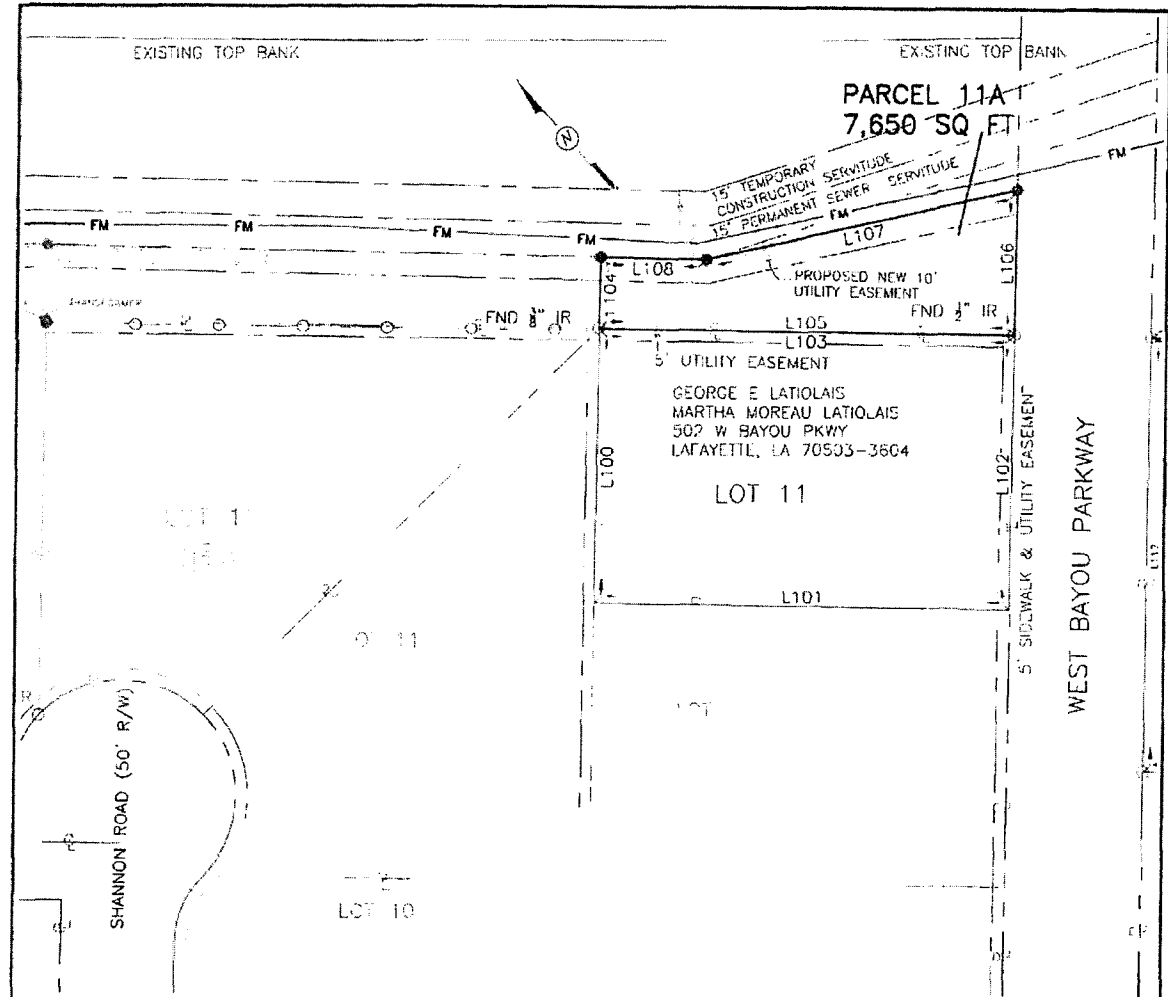
CIVIL ENGINEERS

LAND SURVEYORS

104 WESTMARK BLVD, SUITE 2A  
PHONE (337) 981-7792

LAFAYETTE, LOUISIANA 70506  
FAX(337) 981-7797

DATE: 4/6/24 SPN: FILE: B DWG



NOTE:

1. THIS PARCEL IS NOT AN OFFICIALLY RECOGNIZED PLATTED PROPERTY.
2. OTHER THAN EASEMENTS SHOWN, THE SURVEYOR HAS MADE NO ATTEMPT REGARDING RESEARCH INTO SERVITUDE, EASEMENTS, RIGHT OF WAYS, OR TIE LINES AND SHALL NOT BE RESPONSIBLE FOR SUCH ENCUMBRANCES. IN ADDITION, NO ATTEMPT HAS BEEN MADE BY THIS SURVEYOR TO VERIFY THE OR ACTUAL LEGAL OWNERSHIP.
3. OTHER THAN THE FORMER MAIN SHOWN, UTILITIES ARE NOT SHOWN ON THIS PLAT. THE INTENTION OF THIS PLAT IS TO SHOW BOUNDARY ONLY.

REFERENCE PLATS:

1. "R-4" SHOWING SERVITUDE TO BE ACQUIRED FOR THE CONSTRUCTION AND MAINTENANCE OF A SANITARY SEWER FORCE MAIN BY THE LAFAYETTE UTILITIES SYSTEM FROM LAFAYETTE CONSOLIDATED GOVERNMENT LOCATED IN SECTION 53, T-10-S, R-4-E, LAFAYETTE, LOUISIANA DATED BY APRIL 28, 2014 PREPARED BY DOMINIQUE SZABO.
2. GREENBRIAR ESTATES SUBDIVISION EXTENSION NO. 4, DWIGHT R. ARNOLD, DEVELOPER, LOCATED IN SECTION 53, T-10-S, R-4-E, WARD 10, LAFAYETTE PARISH, LOUISIANA, DATED JULY 19, 1986 PREPARED BY DOMINIQUE SZABO & ASSOCIATES, INC.

LEGAL:

THAT CERTAIN PARCEL OF LAND SITUATED IN SECTION 53, TOWNSHIP 10 SOUTH, RANGE 4 EAST, LAFAYETTE PARISH, LOUISIANA, CONTAINING 7,650 SQ. FT. AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

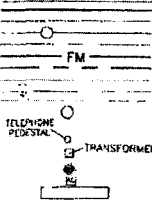
COMMENCING AT THE NORTH WESTERLY CORNER OF LOT 11, ALSO KNOWN AS THE POINT OF COMMENCEMENT (POC) AND THE POINT OF BEGINNING (POB):

THENCE NORTH 43°33'25" EAST A DISTANCE OF 30.78 FEET, THENCE SOUTH 45°40'25" EAST A DISTANCE OF 48.12 FEET, THENCE SOUTH 90°01'32" EAST A DISTANCE OF 137.73 FEET, THENCE SOUTH 45°33'25" WEST A DISTANCE OF 62.88 FEET, THENCE NORTH 48°21'35" WEST A DISTANCE OF 180.00 FEET TO THE POINT OF BEGINNING (POB).

REFERENCE BEARING:

BEARINGS AND DISTANCES ARE BASED ON GPS OBSERVATIONS, WITH THE FOLLOWING CRITERIA: COORDINATE SYSTEM: STATE PLANE, 1983 ZONE: LOUISIANA SOUTH 1702, PROJECT DATUM: NAD 1983 (CONSR), VERTICAL DATUM: NAVD 88, GRID MODEL: GEOID02, COORDINATE UNITS: US FT, DIST. AND ELEV. UNITS: US FT.

LEGEND:



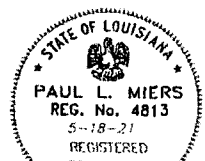
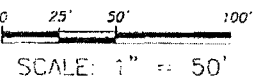
PARCEL BOUNDARY LINE  
TOP BANK  
FENCE LINE  
EASEMENT LINE  
SEWER FORCE MAIN LINE  
HEIGHT OF WAY LINE  
LOT BOUNDARY LINE  
CENTERLINE OF ROAD  
ADJACENT PROPERTY LINE  
FOUND CORNER  
TELEPHONE PEDESTAL  
TRANSFORMER  
PROPOSED NEW 10' UTILITY EASEMENT

Line #	Length	Direction
L100	178.62	N43°33'25"E
L101	180.00	N48°21'35"W
L102	178.62	S43°33'25"W
L103	180.00	S48°21'35"E
L104	30.78	N43°33'25"E
L105	180.00	N48°21'35"W
L106	62.88	S43°33'25"W
L107	137.73	S00°01'32"E
L108	48.12	S45°40'25"E

PLAT SHOWING PROPERTY TO BE ACQUIRED BY  
GEORGE & MARTHA LATIOLAIS  
FROM  
LAFAYETTE CONSOLIDATED GOVERNMENT

LOCATED IN SECTION 53, T10S, R4E,  
WARD 10, LAFAYETTE PARISH, LOUISIANA

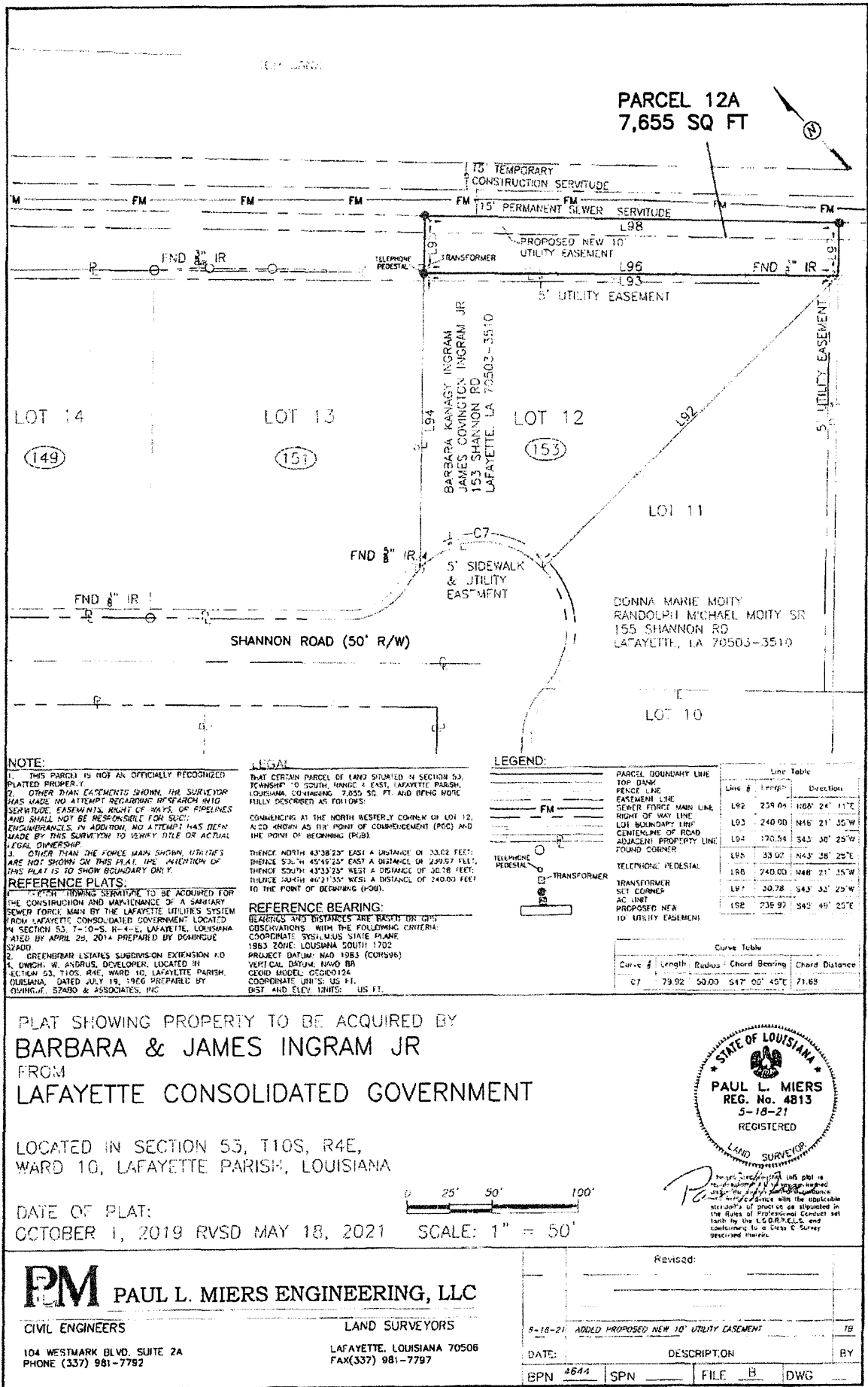
DATE OF PLAT:  
OCTOBER 1, 2019 RVSD 5-18-21



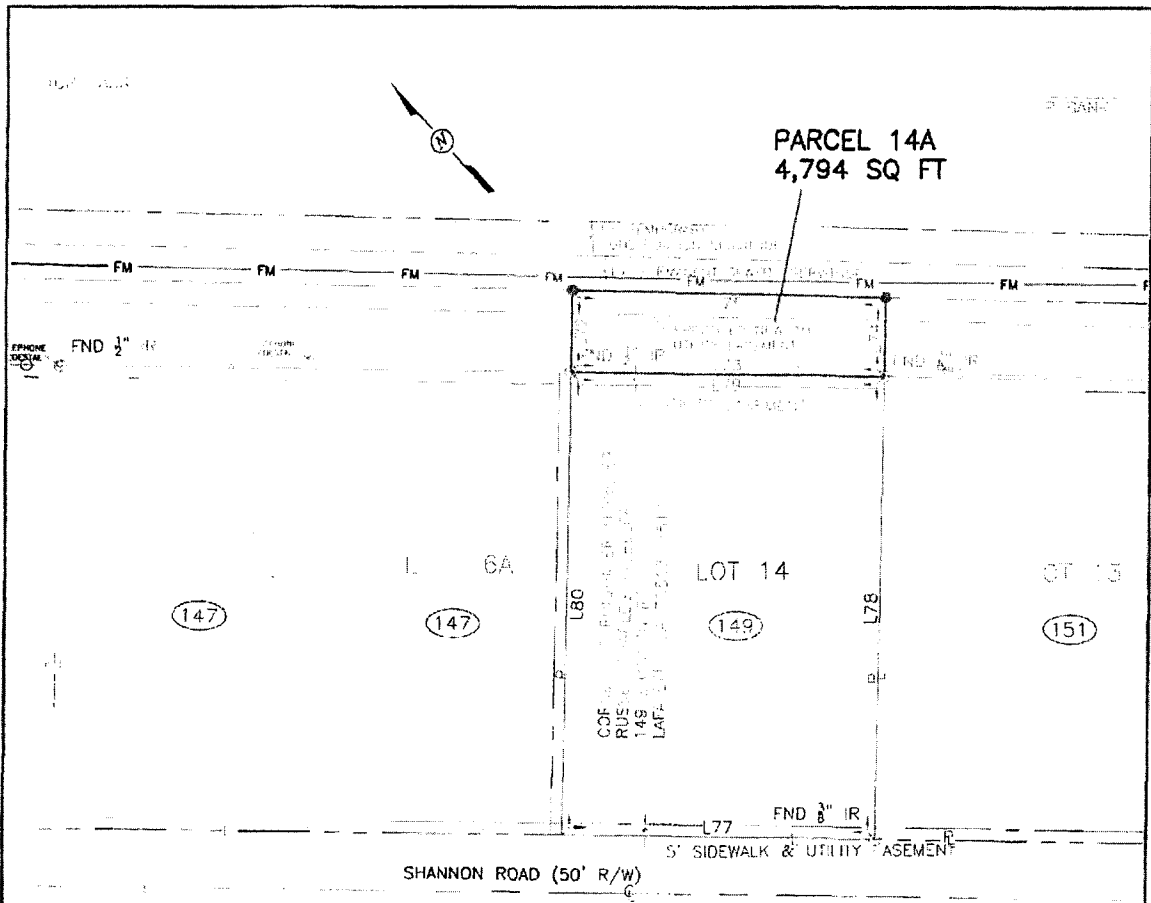
I hereby declare that this plat is a representation of survey performed under my supervision and guidance and in accordance with the applicable provisions of the Louisiana Professional Engineer Act and the rules of the Louisiana Board of Professional Engineers, and conforming to a State of Louisiana approved survey.

**PM** PAUL L. MIERS ENGINEERING, LLC  
CIVIL ENGINEERS  
104 WESTMARK BLVD, SUITE 2A  
PHONE (337) 981-7792  
LAND SURVEYORS  
LAFAYETTE, LOUISIANA 70506  
FAX(337) 981-7797

DATE	DESCRIPTION	BY
5-18-21	ADDED PROPOSED NEW 10' UTILITY EASEMENT	TO
BPN 1644	SPN	FILE B DWG







NOTE:

1. THIS PARCEL IS NOT AN OFFICIALLY RECOGNIZED PLATTED PROPERTY.
2. OTHER THAN EASEMENTS SHOWN, THE SURVEYOR HAS MADE NO ATTEMPT REGARDING RESEARCH INTO DEEDS, EASEMENTS, RIGHT OF WAY, OR PIPELINES AND SHALL NOT BE RESPONSIBLE FOR SUCH CONCURRENCES. IN ADDITION, NO ATTEMPT HAS BEEN MADE BY THIS SURVEYOR TO VERIFY TITLE OR ACTUAL LEGAL OWNERSHIP.
3. OTHER THAN THE FORCE MAIN SHOWN, UTILITIES ARE NOT SHOWN ON THIS PLAT. THE INTENTION OF THIS PLAT IS TO SHOW BOUNDARY ONLY.

REFERENCE PLATS:

1. LAFAYETTE SHOWING SITUATION TO BE ACQUIRED FOR THE CONSTRUCTION AND MAINTENANCE OF A SANITARY SEWER FORCE MAIN BY THE LAFAYETTE UTILITIES SYSTEM FROM LAFAYETTE CONSOLIDATED GOVERNMENT LOCATED IN SECTION 53, T10S, R4E, LAFAYETTE, LOUISIANA DATED BY APRIL 28, 2014 PREPARED BY DOMINIQUE SZABO.
2. GREENBRIAR ESTATES SUBDIVISION EXTENSION NO. 4, DWIGHT W. RADOLUS, DEVELOPER, LOCATED IN SECTION 53, T10S, R4E, WARD 10, LAFAYETTE PARISH, LOUISIANA, DATED JULY 19, 1960 PREPARED BY DOMINIQUE SZABO & ASSOCIATES, INC.

LEGAL:

THAT CERTAIN PARCEL OF LAND SITUATED IN SECTION 53, TOWNSHIP 10 SOUTH, RANGE 4 EAST, LAFAYETTE PARISH, LOUISIANA, CONTAINING 4,794 SQ. FT. AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

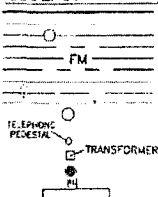
COMMENCING AT THE NORTH WESTERLY CORNER OF LOT 14, ALSO KNOWN AS THE POINT OF COMMENCEMENT (POC) AND THE POINT OF BEGINNING (POB):

THENCE NORTH 42°38'25" EAST A DISTANCE OF 33.76 FEET; THENCE SOUTH 45°49'25" EAST A DISTANCE OF 136.51 FEET; THENCE SOUTH 43°38'25" WEST A DISTANCE OF 34.48 FEET; THENCE NORTH 48°17'35" WEST A DISTANCE OF 136.30 FEET TO THE POINT OF BEGINNING (POB).

REFERENCE BEARING:

BEARINGS AND DISTANCES ARE BASED ON GPS OBSERVATIONS WITH THE FOLLOWING CRITERIA:  
COORDINATE SYSTEM: STATE PLANE  
1983 ZONE: LOUISIANA SOUTH 1702  
PROJECT DATUM: NAD 1983 (CORRSE)  
VERTICAL DATUM: NAD 88  
GEOID MODEL: GEOID012A  
COORDINATE UNITS: 115 FT  
DIST. AND ELEV. UNITS: U.S. FT.

LEGEND:



PARCEL BOUNDARY LINE  
TOP BANK  
FENCE LINE  
EASEMENT LINE  
SEWER FORCE MAIN LINE  
RIGHT OF WAY LINE  
LOT BOUNDARY LINE  
CENTERLINE OF ROAD  
ADJACENT PROPERTY LINE  
FOUND CORNER  
TELEPHONE PEDESTAL  
TRANSFORMER  
SET CORNER  
AS SHOWN  
PROPOSED NEW  
10' UTILITY EASEMENT

Line #	Length	Direction
L72	35.76	S43°38'25"W
L73	136.30	S46°21'35"E
L74	34.48	N43°38'25"E
L75	136.51	N45°49'25"W
L77	136.50	S46°21'35"E
L78	206.30	N43°38'25"E
L79	136.50	N40°21'35"W
L80	200.00	S43°38'25"W

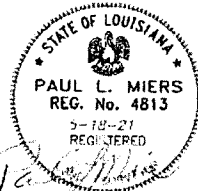
PLAT SHOWING PROPERTY TO BE ACQUIRED BY  
**CORNELIE & RUSSEL HIBBELER**  
FROM  
**LAFAYETTE CONSOLIDATED GOVERNMENT**

LOCATED IN SECTION 53, T10S, R4E,  
WARD 10, LAFAYETTE PARISH, LOUISIANA

DATE OF PLAT:  
OCTOBER 1, 2019 RVSD MAY 18, 2021

0 25' 50' 100'

SCALE: 1" = 50'



I hereby declare that this plat is representative of a survey performed under my supervision and guidance and in accordance with the provisions of the Rules of Professional Conduct set forth by the L.S.B.P.E.S. and conforming to a Class C Survey described therein.



**PAUL L. MIERS ENGINEERING, LLC**

CIVIL ENGINEERS

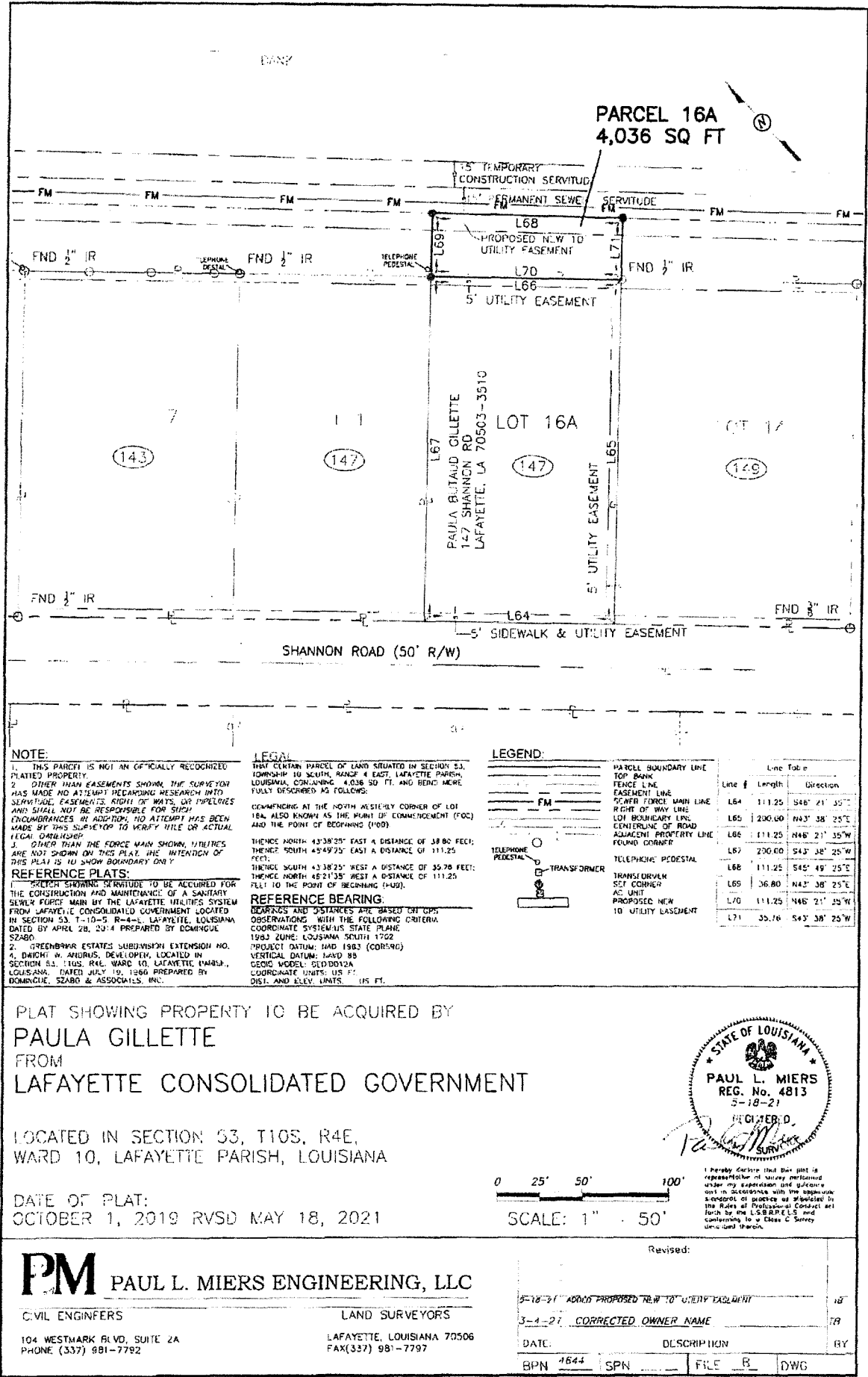
104 WESTMARK BLVD, SUITE 2A  
PHONE (337) 981-7792

LAND SURVEYORS

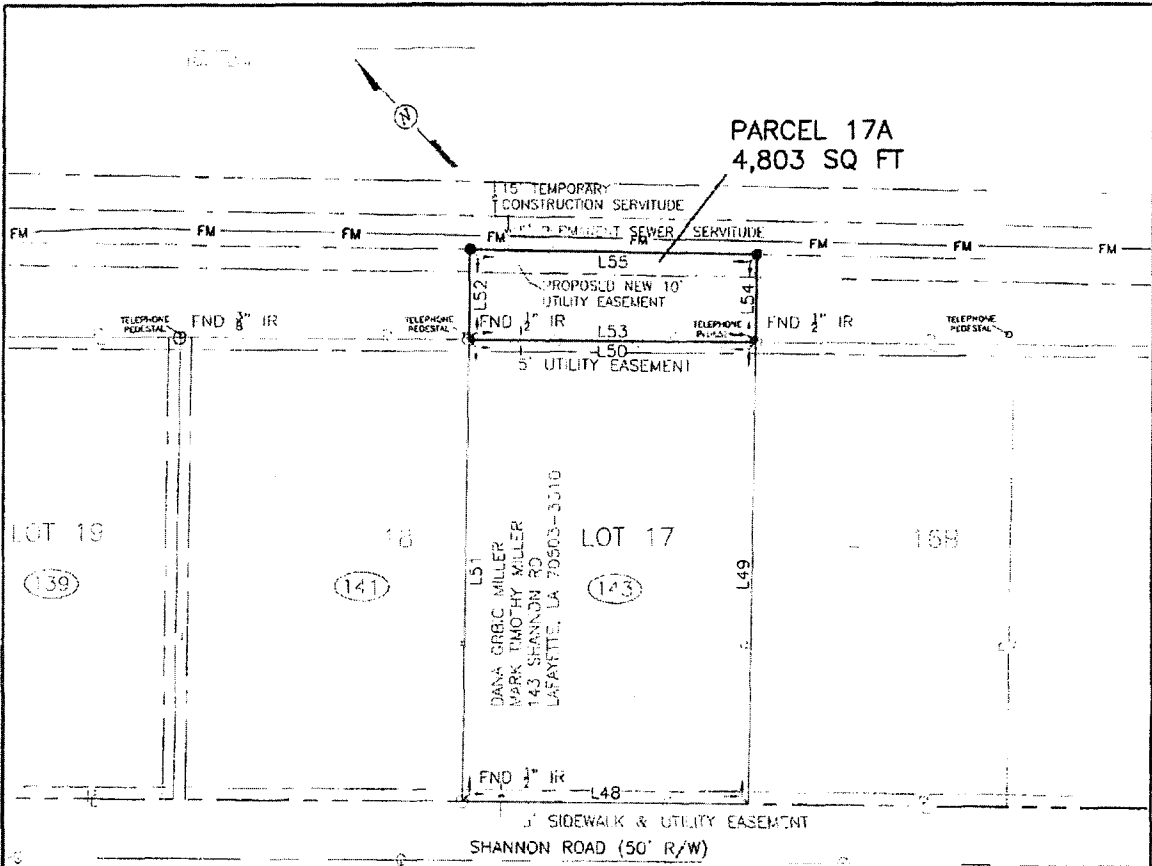
LAFAYETTE, LOUISIANA 70506  
FAX (337) 981-7797

Revised:

5-18-21	ADDED PROPOSED NEW 10' UTILITY EASEMENT	TH
5-4-21	CORRECTED OWNER NAME	TH
DATE:	DESCRIPTION	BY
BPN 4844	SPN	FILE B DWG







**NOTE:**

1. THIS PARCEL IS NOT AN OFFICIALLY RECOGNIZED PLATTED PROPERTY.

2. OTHER THAN EASEMENTS SHOWN, THE SURVEYOR HAS MADE NO ATTEMPT REGARDING RESEARCH INTO SERVITUDE, EASEMENTS, RIGHT OF WAYS, OR PIPELINES AND SHALL NOT BE RESPONSIBLE FOR SUCH ENCUMBRANCES. IN ADDITION, NO ATTEMPT HAS BEEN MADE BY THIS SURVEYOR TO VERIFY TITLE OR ACTUAL LOCAL OWNERSHIP.

3. OTHER THAN THE FORCE MAIN SHOWN, UTILITIES ARE NOT SHOWN ON THIS PLAT. THE INTENTION OF THIS PLAT IS TO SHOW BOUNDARY ONLY.

**REFERENCE PLATS:**

1. "CONTRACT" SERVITUDE TO BE ACQUIRED FOR THE CONSTRUCTION AND MAINTENANCE OF A SANITARY SEWER FORCE MAIN BY THE LAFAYETTE UTILITIES SYSTEM FROM LAFAYETTE CONSOLIDATED GOVERNMENT LOCATED IN SECTION 53, T10S, R4E, P44E, LAFAYETTE, LOUISIANA DATED BY APRIL 28, 2014 PREPARED BY DOMINGUE SZABO.

2. EISENHARTER ESTATES SUBDIVISION EXTENSION NO. 4, DWIGHT W. ANDRUS, DEVELOPER, LOCATED IN SECTION 53, T10S, R4E, WARD 10, LAFAYETTE PARISH, LOUISIANA, DATED JULY 19, 1986, PREPARED BY DOMINGUE SZABO & ASSOCIATES, INC.

**LEGAL:**

THAT CERTAIN PARCEL OF LAND SITUATED IN SECTION 53, TOWNSHIP 10 SOUTH, RANGE 4 EAST, LAFAYETTE PARISH, LOUISIANA, CONTAINING 4,803 SQ. FT. AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH WESTERLY CORNER OF LOT 17, ALSO KNOWN AS THE POINT OF COMMENCEMENT (POC) AND THE POINT OF BEGINNING (POB);

THENCE NORTH 43°30'25" EAST A DISTANCE OF 39.01 FEET;

THENCE SOUTH 85°44'20" EAST A DISTANCE OF 120.01 FEET;

THENCE SOUTH 43°30'25" WEST A DISTANCE OF 37.84 FEET;

THENCE NORTH 48°21'35" WEST A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING (POB);

**REFERENCE BEARING:**

BEARINGS AND DISTANCES ARE BASED ON GPS OBSERVATIONS, WITH THE FOLLOWING CRITERIA:

COORDINATE SYSTEM: STATE PLANT 1983 ZONE: LOUISIANA SOUTH 1702

PROJECT DATUM: NAD 1983 (GORS93)

VERTICAL DATUM: NAVD 83

GEOID MODEL: GEOID12A

COORDINATE UNITS: US FT

DIST. AND ELEV. UNITS: US FT.

**LEGEND:**

PARCEL BOUNDARY LINE  
TOP BANK  
EASEMENT LINE  
SEWER FORCE MAIN LINE  
RIGHT OF WAY LINE  
LOT BOUNDARY LINE  
CENTERLINE OF ROAD  
ADJACENT PROPERTY LINE  
FOUND CORNER

FM  
L55  
L53  
L54  
L51  
L52  
L50  
L48

TELEPHONE PEDestal  
TRANSFORMER  
TELEPHONE PEDestal  
SET CORNER  
AC UNIT  
PROPOSED NEW 10' UTILITY EASEMENT

Line #	Length	Direction
L48	125.00	S46°21'10"E
L49	200.00	N43°18'25"E
L50	125.00	N46°21'35"W
L51	200.00	S43°38'25"W
L52	39.01	N43°38'25"E
L53	125.00	S46°21'35"W
L54	37.84	S43°38'25"W
L55	125.01	S46°21'35"E
L56	111.25	N46°21'35"W

PLAT SHOWING PROPERTY TO BE ACQUIRED BY  
**DANA & MARK MILLER**  
FROM:  
**LAFAYETTE CONSOLIDATED GOVERNMENT**

LOCATED IN SECTION 53, T10S, R4E,  
WARD 10, LAFAYETTE PARISH, LOUISIANA

DATE OF PLAT:  
OCTOBER 1, 2019 RVSD MAY 18, 2021 SCALE: 1" = 50'



*Paul L. Miers*  
I hereby certify that I am a duly Licensed Professional Engineer under my supervision and guidance and is in accordance with the applicable standards of practice as required by the State of Louisiana and conforming to a Class C Survey conducted thereon.

**PM** **PAUL L. MIERS ENGINEERING, LLC**

CIVIL ENGINEERS LAND SURVEYORS

104 WESTMARK BLVD, SUITE 2A  
PHONE (337) 981-7792

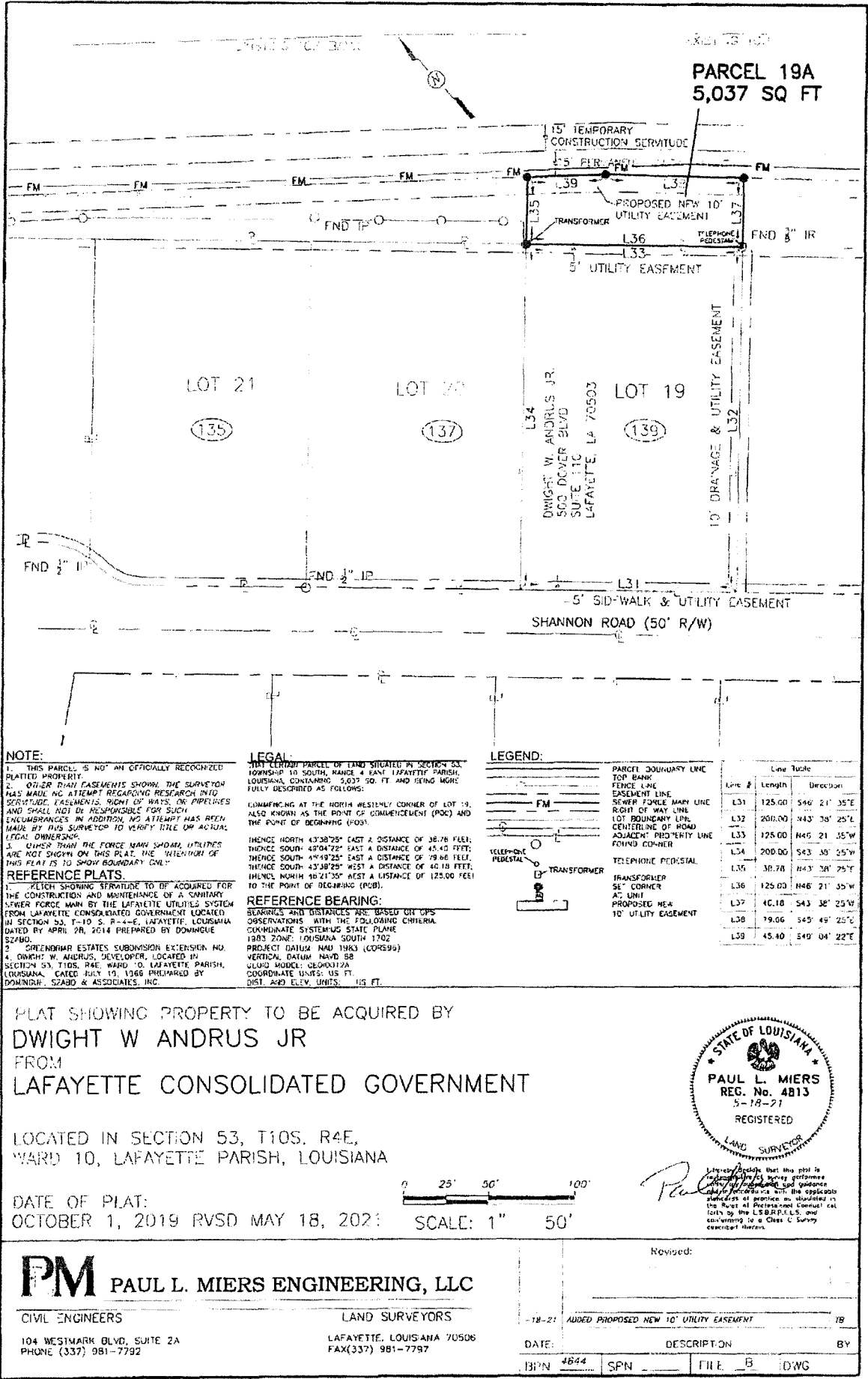
LAFAYETTE, LOUISIANA 70506  
FAX(337) 981-7797

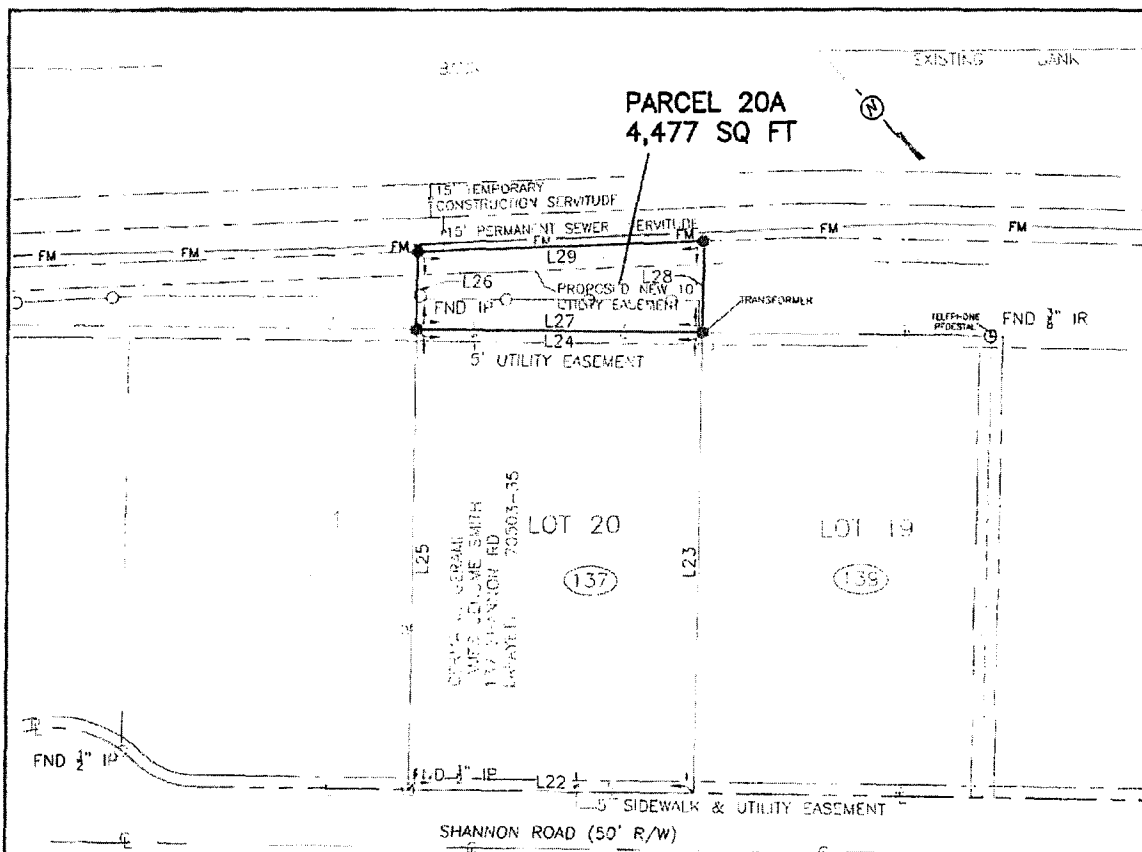
Revised:

5-18-21	ADD'D PROPOSED NEW 10' UTILITY EASEMENT	BY
DATE	DESCRIPTION	BY
BPN 4644	SPN	FILE B DWG









#### NOTE:

1. THIS PARCEL IS NOT AN OFFICIALLY RECOGNIZED PLATTED PROPERTY.
2. OTHER THAN EASEMENTS SHOWN, THE SURVEYOR HAS MADE NO ATTEMPT REGARDING RESEARCH INTO SERVITUDE, EASEMENTS, RIGHT OF WAY, OR PIPELINES AND SHALL NOT BE RESPONSIBLE FOR SUCH ENCUMBRANCES. IN ADDITION, NO ATTEMPT HAS BEEN MADE BY THE SURVEYOR TO VERIFY TITLE OR ACTUAL LEGAL OWNERSHIP.
3. OTHER THAN THE FORCE MAIN SHOWN, UTILITIES ARE NOT SHOWN ON THIS PLAT. THE INTENTION OF THIS PLAT IS TO SHOW BOUNDARY ONLY.

#### REFERENCE PLATS:

1. WHICH SHOWING SERVITUDE TO BE ACQUIRED FOR THE CONSTRUCTION AND MAINTENANCE OF A SANITARY SEWER FORCE MAIN BY THE LAFAYETTE UTILITIES SYSTEM FROM LAFAYETTE CONSOLIDATED GOVERNMENT LOCATED IN SECTION 53, T-10-S, R-4-E, LAFAYETTE, LOUISIANA, DATED BY APRIL 29, 2014 PREPARED BY DOMINIQUE STABO.
2. GREENBRIAR ESTATES SUBDIVISION EXTENSION NO. 4, DWIGHT W. ANDRUS, DEVELOPER, LOCATED IN SECTION 53, T10S, R4E, WARD 10, LAFAYETTE PARISH, LOUISIANA, DATED JULY 19, 1966 PREPARED BY DOMINIQUE STABO & ASSOCIATES, INC.

#### LEGAL:

THIS CERTAIN PARCELS OF LAND SITUATED IN SECTION 53, TOWNSHIP 10 SOUTH, RANGE 4 EAST, LAFAYETTE PARISH, LOUISIANA, CONTAINING 4,477 SQ. FT. AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

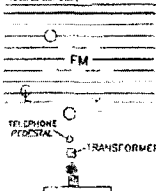
COMMENCING AT THE NORTH WESTERLY CORNER OF LOT 20, A 50' HIGHWAY AS THE POINT OF COMMENCEMENT (POC) AND THE POINT OF BEGINNING (POB):

THENCE NORTH 43°38'25" EAST A DISTANCE OF 32.85 FEET; THENCE NORTH 45°04'22" EAST A DISTANCE OF 125.14 FEET; THENCE SOUTH 43°38'25" WEST A DISTANCE OF 32.85 FEET; THENCE NORTH 40°21'35" WEST A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING (POB).

#### REFERENCE BEARING:

BEARINGS AND DISTANCES ARE BASED ON GPS OBSERVATIONS, WITH THE FOLLOWING CRITERIA:  
COORDINATE SYSTEM: NAD 83  
1983 ZONE, LOUISIANA SOUTH 1702  
PROJECT DATUM: NAD 83 (GCSNAD83)  
VERTICAL DATUM: NAVD 83  
GEOID MODEL: GEOID12A  
COORDINATE UNITS: US FT  
DIST. AND ELEV. UNITS: 105 FT

#### LEGEND:



PARCEL BOUNDARY LINE  
TOP BANK  
FENCE LINE  
EASEMENT LINE  
SOUTH FORCE MAIN LINE  
RIGHT OF WAY LINE  
LOT BOUNDARY LINE  
CENTERLINE OF ROAD  
ADJACENT PROPERTY LINE  
FOUND CORNER  
TELEPHONE PEDESTAL  
TRANSFORMER  
AC UNIT  
PROPOSED NEW 10' UTILITY EASEMENT

Line Table			
Line #	Length	Direction	
L22	125.00	S46°21'35"E	
L23	200.00	N45°38'25"E	
L24	125.00	N46°21'35"W	
L25	200.00	S43°38'25"W	
L26	32.85	N43°38'25"E	
L27	125.00	N46°21'35"W	
L28	35.78	S43°38'25"W	
L29	125.14	S49°04'22"E	

PLAT SHOWING PROPERTY TO BE ACQUIRED BY  
**GERMAINE & JAMES SMITH**  
FROM:  
**LAFAYETTE CONSOLIDATED GOVERNMENT**

LOCATED IN SECTION 53, T10S, R4E,  
WARD 10, LAFAYETTE PARISH, LOUISIANA

DATE OF PLAT:

OCTOBER 1, 2019 RVSD MAY 18, 2021 SCALE: 1" = 50'



*Paul L. Miers*  
I, *Paul L. Miers*, Surveyor, do hereby certify that this plat was prepared and is in accordance with the applicable standards of practice as stipulated in the Rules of Professional Conduct and Code of Ethics for the Licensure and Regulation of the State of Louisiana.

**PM**

**PAUL L. MIERS ENGINEERING, LLC**

CIVIL ENGINEERS

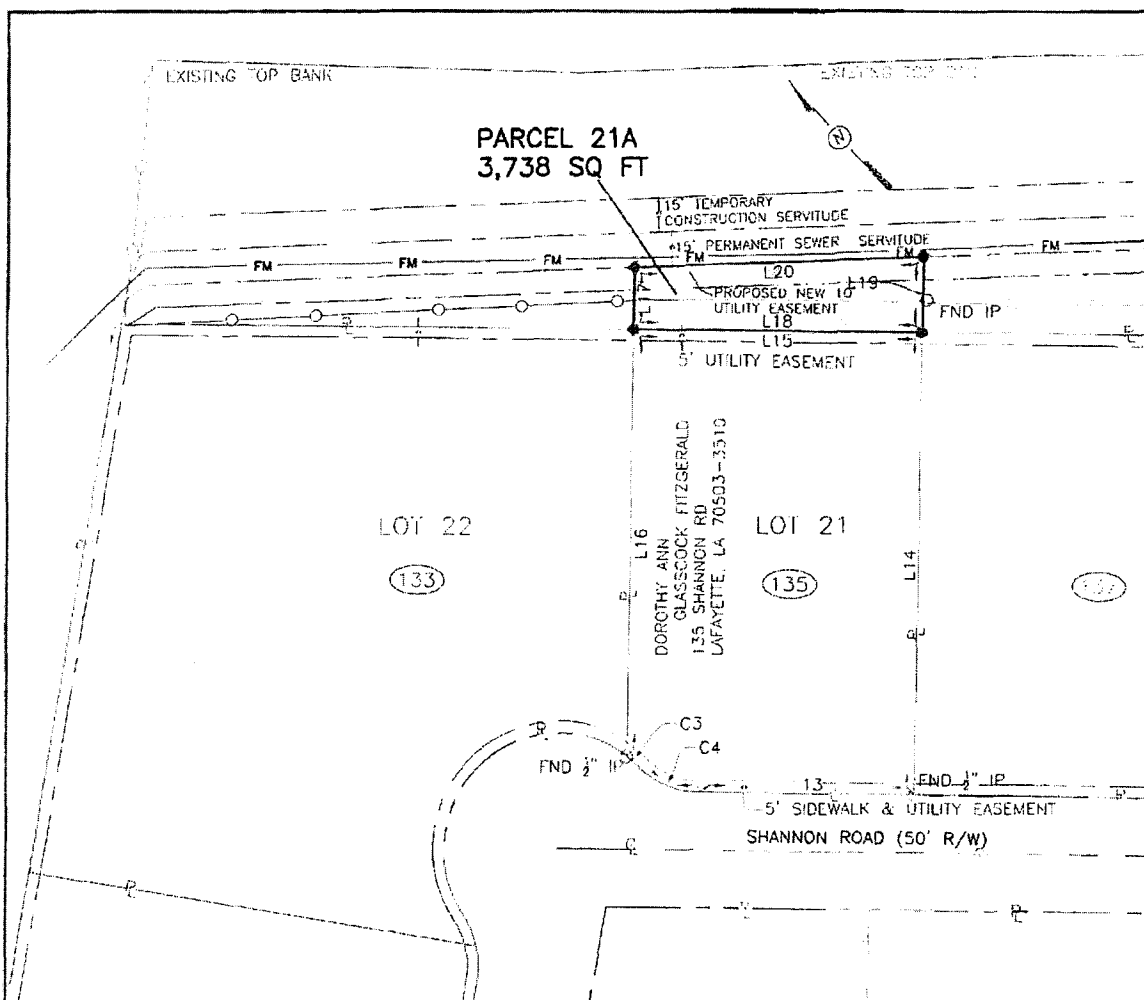
104 WESTMARK BLVD, SUITE 2A  
PHONE (337) 981-7792

LAND SURVEYORS

LAFAYETTE, LOUISIANA 70506  
FAX (337) 981-7797

5-18-21 ADDED PROPOSED NEW 10' UTILITY EASEMENT

DATE: DESCRIPTION:  
BPN 4644 SPN FILE B DWG



**NOTE:**  
1. THIS PARCEL IS NOT AN OFFICIALLY RECOGNIZED PLATTED PROPERTY.  
2. OTHER THAN EASEMENTS SHOWN, THE SURVEYOR HAS MADE NO ATTEMPT REGARDING RESEARCH INTO SERVITUDE, EASEMENTS, RIGHT OF WAYS, OR PIPELINES AND SHALL NOT BE RESPONSIBLE FOR SUCH ENCUMBRANCES. IN ADDITION, NO ATTEMPT HAS BEEN MADE BY THIS SURVEYOR TO VERIFY TITLE OR ACTUAL LEGAL OWNERSHIP.  
3. OTHER THAN THE FORCE MAIN SHOWN UTILITIES ARE NOT SHOWN ON THIS PLAT. THE INTENTION OF THIS PLAT IS TO SHOW BOUNDARY ONLY.  
**REFERENCE PLATS:**  
1. "LOT 5" AND "LOT 6" TO BE ACQUIRED FOR THE CONSTRUCTION AND MAINTENANCE OF A SANITARY COVER FORCE MAIN BY THE LAFAYETTE UTILITIES SYSTEM FROM LAFAYETTE CONSOLIDATED GOVERNMENT LOCATED IN SECTION 53, T-10-S, R-4-E, LAFAYETTE, LOUISIANA DATED BY APRIL 28, 2014 PREPARED BY DOMINIQUE SZABO.  
2. GREENBRIAR ESTATES SUBDIVISION EXTENSION NO. 4, DOROTHY ANN GLASSCOCK FITZGERALD, LOCATED IN SECTION 53, T10S, R4E, W10, LAFAYETTE PARISH, LOUISIANA, DATED JULY 19, 1966 PREPARED BY DOMINIQUE SZABO & ASSOCIATES, INC.

**LEGAL:**  
THAT CERTAIN PARCEL OF LAND SITUATED IN SECTION 53, TOWNSHIP 10 SOUTH, RANGE 4 EAST, LAFAYETTE PARISH, LOUISIANA, CONTAINING 3,738 SQ. FT. AND BEING MORE FULLY DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTH-WESTERLY CORNER OF LOT 21, ALSO KNOWN AS THE POINT OF COMMENCEMENT (POC) AND THE POINT OF BEGINNING (POB);  
THENCE NORTH 43°18'21" EAST A DISTANCE OF 25.82 FEET;  
THENCE SOUTH 48°04'22" EAST A DISTANCE OF 125.30 FEET;  
THENCE SOUTH 43°28'25" WEST A DISTANCE OF 32.85 FEET;  
THENCE NORTH 46°21'35" WEST A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING (POB).  
**REFERENCE BEARING:**  
BEARINGS AND DISTANCES ARE BASED ON THE OBSERVATIONS WITH THE FOLLOWING CRITERIA:  
COORDINATE SYSTEM: STATE PLANE  
1983 ZONE, LOUISIANA SOUTH 1702  
PROJECT DATUM: NAD 1983 (CORRSE)  
VERTICAL DATUM: NAD 83  
GEOD. MODEL: GRS80/GIA2  
COORDINATE UNITS: US FT.  
DIST. AND ELEV. UNITS: US FT.

**LEGEND:**

Line #	Length	Direction
L13	82.27	S40° 21' 55"E
L14	209.66	N45° 36' 25"E
L16	194.65	S43° 50' 25"W
L17	26.52	N43° 16' 21"E
L18	125.00	N46° 21' 35"W
L19	32.85	S43° 38' 25"W
L20	125.30	S49° 04' 22"E

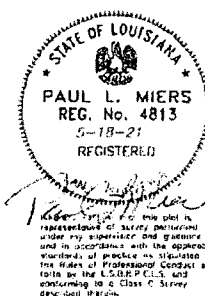
**PARCEL BOUNDARY LINE**  
**TOP BANK**  
**FORCE LINE**  
**EASEMENT LINE**  
**SEWER FORCE MAIN LINE**  
**RIGHT OF WAY LINE**  
**LOT BOUNDARY LINE**  
**CENTERLINE OF ROAD**  
**ADJACENT PROPERTY LINE**  
**FOUND CORNER**  
**TELEPHONE PEDIESTAL**  
**TRANSFORMER SET CORNER**  
**AC UNIT**  
**PROPOSED NEW 10' UTILITY EASEMENT**

Curve #	Length	Radius	Chord Bearing	Chord Distance
C3	6.60	50.00	S06° 22' 57"E	6.63
C4	30.55	40.00	S24° 28' 32"E	29.62

PLAT SHOWING PROPERTY TO BE ACQUIRED BY  
DOROTHY ANN GLASSCOCK FITZGERALD  
FROM  
LAFAYETTE CONSOLIDATED GOVERNMENT

LOCATED IN SECTION 53, T10S, R4E,  
WARD 10, LAFAYETTE PARISH, LOUISIANA

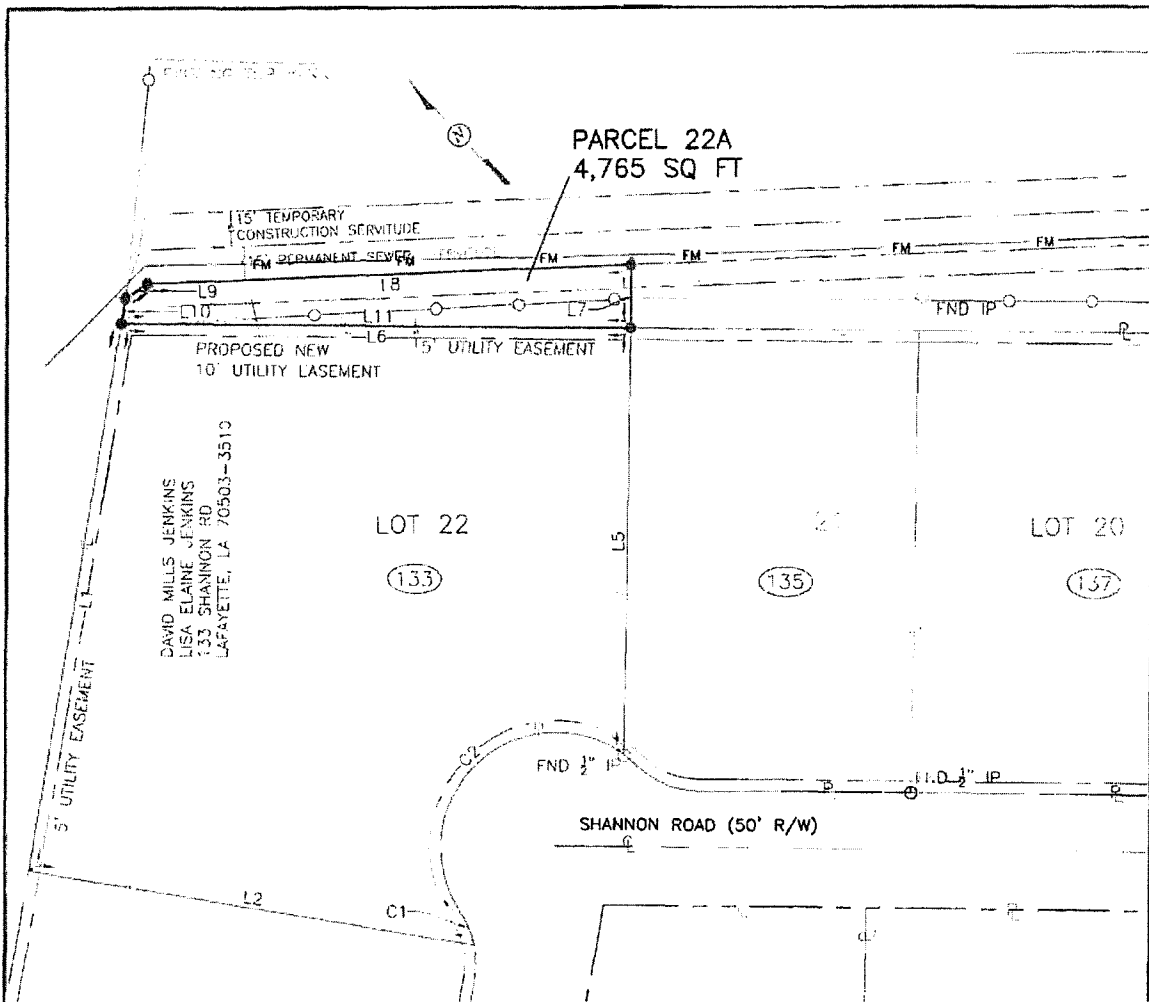
DATE OF PLAT:  
OCTOBER 1, 2019 RVSD MAY 8, 2021 SCALE: 1" = 50'



**PM** PAUL L. MIERS ENGINEERING, LLC  
CIVIL ENGINEERS  
104 WESTMARK BLVD, SUITE 2A  
PHONE (337) 981-7792

LAND SURVEYORS  
LAFAYETTE, LOUISIANA 70506  
FAX (337) 981-7797

Revised:			
5-14-21	ADDED PROPOSED NEW 10' UTILITY EASEMENT	18	
DATE:	DESCRIPTION	BY	
BPN 4844	SPN	FILE B	DWG



#### NOTE:

1. THIS PARCEL IS NOT AN OFFICIALLY RECOGNIZED PLATED PROPERTY.  
2. OTHER THAN EASEMENTS SHOWN, THE SURVEYOR HAS MADE NO ATTEMPT REGARDING RESEARCH INTO SERVITUDE, EASEMENTS, RIGHT OF WAY, OR PIPELINES AND SHALL NOT BE RESPONSIBLE FOR SUCH ENCUMBRANCES. IN ADDITION, NO ATTEMPT HAS BEEN MADE BY THIS SURVEYOR TO VERIFY TITLE OR ACTUAL LEGAL OWNERSHIP.  
3. OTHER THAN THE FORCE MAIN SHOWN, UTILITIES ARE NOT SHOWN ON THIS PLAT. THE ATTENTION OF THIS PLAT IS TO SHOW BOUNDARY ONLY.

#### REFERENCE PLATS:

1. SHOWING SERVITUDE TO BE ACQUIRED FOR THE CONSTRUCTION AND MAINTENANCE OF A SANITARY SEWER FORCE MAIN BY THE LAFAYETTE UTILITIES SYSTEM FROM LAFAYETTE CONSOLIDATED GOVERNMENT, LOCATED IN SECTION 53, T10S, R44E, LAFAYETTE, LOUISIANA DATED BY APRIL 28, 2014 PREPARED BY DOMINGUE, SZABO & ASSOCIATES, INC. SZABO.  
2. CHILMENDRUP ESTATES SUBDIVISION EXTENSION NO 4, DOWNTOWN ANCHORS, LLC/OPER, LOCATED IN SECTION 53, T10S, R44E, WARD 10, LAFAYETTE PARISH, LOUISIANA, DATED JULY 19, 1986 PREPARED BY DOMINGUE, SZABO & ASSOCIATES, INC.

#### LEGAL:

THAT CERTAIN PARCEL OF LAND SITUATED IN SECTION 53, TOWNSHIP 10 SOUTH, RANGE 4 EAST, LAFAYETTE PARISH, LOUISIANA, CONTAINING 4,765 SQ. FT. AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH ACTERLY CORNER OF LOT 22, ALSO KNOWN AS THE POINT OF COMMENCEMENT (POC) AND THE POINT OF BEGINNING (POB);

THENCE NORTH 52°25'04" EAST A DISTANCE OF 10.73 FEET;  
THENCE SOUTH 79°45'11" EAST A DISTANCE OF 11.53 FEET;  
THENCE SOUTH 64°04'22" EAST A DISTANCE OF 21.13 FEET;  
THENCE SOUTH 45°14'21" WEST A DISTANCE OF 26.92 FEET;  
THENCE NORTH 48°21'20" WEST A DISTANCE OF 222.22 FEET TO THE POINT OF BEGINNING (POB);

#### REFERENCE BEARING:

BEARINGS AND DISTANCES ARE BASED ON GPS OBSERVATIONS WITH THE FOLLOWING CRITERIA:  
COORDINATE SYSTEM: STATE PLANE  
1983 ZONE: LOUISIANA SOUTH 1762  
PROJECT DATUM: NAD 1983 (COR395)  
VERTICAL DATUM: NAVD 88  
DEED MODEL: GEOD12A  
COORDINATE UNITS: US FT.  
DIST. AND ELEV. UNITS: US FT.

#### LEGEND:

PARCEL BOUNDARY LINE  
TOP BANK  
FENCE LINE  
EASEMENT LINE  
SEWER FORCE MAIN LINE  
RIGHT OF WAY LINE  
LOT BOUNDARY LINE  
CENTERLINE OF ROAD  
ADJACENT PROPERTY, NE  
FOUND CORNER  
TELEPHONE  
TELEPHONE PEDSTAL  
TRANSFORMER  
SET CORNER  
AC UNIT  
PROPOSED NEW  
10' UTILITY EASEMENT

#### Curve Table

Curve #	Length	Radius	Chord Bearing	Chord Distance
C1	15.31	40.00	N19° 40' 50"E	15.21
C2	140.60	50.00	N89° 16' 44"E	90.65

Line #	Length	Direction
L1	240.34	S02° 23' 20"W
L2	196.72	S37° 35' 43"E
L3	164.65	N43° 30' 25"E
L4	222.22	N46° 21' 35"W
L5	26.52	S42° 18' 21"W
L6	211.01	S49° 04' 22"E
L7	11.53	S78° 40' 11"E
L10	10.73	N02° 20' 02"E
L11	222.22	N46° 21' 35"W

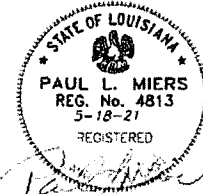
PLAT SHOWING PROPERTY TO BE ACQUIRED BY  
**DAVID & LISA JENKINS**  
FROM  
**LAFAYETTE CONSOLIDATED GOVERNMENT**

LOCATED IN SECTION 53, T10S, R44E,  
WARD 10, LAFAYETTE PARISH, LOUISIANA

DATE OF PLAT:

OCTOBER 1, 2019 RVSD MAY 18, 2021

SCALE: 1" = 50'



I hereby declare that this plat is representative of survey performed under my supervision and guidance and in accordance with the applicable standards of practice as stipulated in the Rules of Professional Conduct set forth by the L.S.B.P.E.S. and conforming to a Class C Survey described therein.

**PM**

**PAUL L. MIERS ENGINEERING, LLC**

CIVIL ENGINEERS

LAND SURVEYORS

104 WESTMARK BLVD., SUITE 7A  
PHONE (337) 981-7792

LAFAYETTE, LOUISIANA 70506  
FAX (337) 981-7797

DATE	DESCRIPTION	BY
5-18-21	ADDED PROPOSED NEW 10' UTILITY EASEMENT	TS
BPN 4644	SPN	FILE 8 DWG





Internal Memorandum

Legal Department  
City-Parish Attorney

Date: June 21, 2021

To: Veronica L. Williams, Clerk of the Parish Council

From: Camille Bienvenu Poché, Assistant City-Parish Attorney

Subject: Ordinance Authorizing the Lafayette Mayor-President to sell certain surplus property located adjacent to Coulee Mine Cut-Off Canal that is not longer needed for public purposes, and to provide for matters related thereto, and to amend the FY 2021 Operating Budget of the Lafayette City-Parish Consolidated Government by budgeting the sale proceeds of \$401,355.00 to the Parish General Fund (Fund 105)

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Please place the attached Ordinance on the Lafayette Parish Council Agenda for introduction at the next available meeting after all required approvals have been obtained.

This Ordinance authorizes the Lafayette Mayor-President, on behalf of the Parish of Lafayette, to sell certain surplus property located adjacent to Coulee Mine Cut-Off Canal that is no longer needed for public purposes, and to provide for matters related thereto, and to amend the FY 2021 Operating Budget of the Lafayette City-Parish Consolidated Government by budgeting the sale proceeds of \$401,355.00 to the Parish General Fund (Fund 105).

Attached to the Ordinance is a copy of the form of the Purchase Agreement (with exhibits) referenced in the Ordinance. Also attached is proposed Authorization for Budgetary Revision. Note that the attached Authorization for Budgetary Revision reflects sale proceeds of \$400,000.00, which was the estimated amount of the sale proceeds prior to finalization of aggregate purchase price.

Please let me know if you have any questions.

A handwritten signature in cursive script that reads "Camille Bienvenu Poché".

Camille Bienvenu Poché  
Assistant City-Parish Attorney

Enclosures

cc: Councilman John J. Guilbeau (with attachments)  
Councilwoman Liz W. Hebert (with attachments)  
Cydra Wingenter, Chief Administrative Officer (with attachments)  
Lorrie Toups, Chief Financial Officer (with attachments)  
Melinda Felps, Controller (with attachments)  
Thomasina Oliver, Purchasing and Property Manager (with attachments)  
Gregory J. Logan, City-Parish Attorney (with attachments)

## LAFAYETTE PARISH COUNCIL MEETING

## AGENDA ITEM SUBMITTAL FORM

1) JUSTIFICATION FOR REQUEST: AN ORDINANCE OF THE LAFAYETTE PARISH COUNCIL AUTHORIZING THE LAFAYETTE MAYOR-PRESIDENT TO SELL CERTAIN SURPLUS PROPERTY LOCATED ADJACENT TO COULEE MINE CUT-OFF CANAL THAT IS NO LONGER NEEDED FOR PUBLIC PURPOSES, AND TO PROVIDE FOR MATTERS RELATED THERETO, AND TO AMEND THE FY 2021 OPERATING BUDGET OF THE LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT BY BUDGETING THE SALE PROCEEDS OF \$401,355.00 TO THE PARISH GENERAL FUND (FUND 105)

2) ACTION REQUESTED: Adoption of Ordinance

3) COUNCIL DISTRICT(S) (CIP PROGRAM/PROJECTS ONLY): N/A

4) REQUESTED ACTION OF COUNCIL:

A) INTRODUCTION: 07/06/21

B) FINAL ADOPTION: 08/03/21 *CH*

5) DOCUMENTATION INCLUDED WITH THIS REQUEST:

A) Memorandum (1 page)

B) Ordinance (4 pages)

C) Purchase Agreement, including exhibits (35 pages)

6) FISCAL IMPACT:

  X   Fiscal Impact. See attached Authorization for Budgetary Revisions. The sale of abandoned property will result in revenues of \$401,355.00, which will be budgeted to the Parish General Fund (Fund 105)

           No Fiscal Impact

APPROVED FOR AGENDA:

/s/ Gregory Logan


GREGORY LOGAN

LAFAYETTE CITY-PARISH ATTORNEY



DISPOSITION OF ORDINANCE NO. PO-033-2021

1. This ordinance was introduced: July 6, 2021  
YEAS: Tabor, Naquin,  
Carlson, Guilbeau  
NAYS: None  
ABSENT: Rubin  
ABSTAIN: None
- Final disposition by Council:  
August 3, 2021  
YEAS: Tabor, Naquin,  
Carlson, Guilbeau  
NAYS: None  
ABSENT: Rubin  
ABSTAIN: None
2. Notice of Public Hearing: This ordinance was published by Title and Notice of Public Hearing was published in the Advertiser on July 9, 2021.
3. This ordinance was presented to the Mayor-President for approval on August 4, 2021, at 11:50 o'clock a.m.

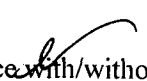
ASST.   
CLERK OF THE COUNCIL

4. Disposition by Mayor-President:

I hereby:

- A. Approve this ordinance, the 6 day of AUGUST, 2021, at 11:45 o'clock a.m.
- B. Veto this ordinance, the \_\_\_\_\_ day of \_\_\_\_\_, 2021, at \_\_\_\_\_ o'clock \_\_\_\_\_.m., veto message is attached.
- C. Line item veto certain items this \_\_\_\_\_ day of \_\_\_\_\_, 2021, at \_\_\_\_\_ o'clock \_\_\_\_\_.m., veto message is attached.

  
MAYOR-PRESIDENT

5. Returned to Council Office  with/without veto message on August 6, 2021, at 3:30 o'clock p.m.

6. Reconsideration by Council (if vetoed):

On \_\_\_\_\_, 2021, the Council did/refused to adopt this ordinance after the Mayor-President's veto.

7. Returned to the Council Office without signature of Mayor-President (*unsigned*) on \_\_\_\_\_, 2021, at \_\_\_\_\_ o'clock \_\_\_\_\_.m.

*If not signed or vetoed by the Mayor-President, and ten days have elapsed since this ordinance was presented to him for action, same has been automatically approved.*

  
CLERK OF THE COUNCIL

8. Full publication of this ordinance was made in the Advertiser on August 6, 2021.

