

ORDINANCE NO. JO-055-2023

A JOINT ORDINANCE OF THE LAFAYETTE CITY COUNCIL AND THE LAFAYETTE PARISH COUNCIL PROVIDING FOR THE ABANDONMENT OF A TEN (10') FOOT BY TEN (10') FOOT UTILITY NICHE ON LOTS H-2 AND H-3 OF THE VILLAGE OF RIVER RANCH, PHASE XI-A AND THE VILLAGE OF RIVER RANCH OFFICE PARK, PHASE II SUBDIVISION, LOCATED AT 1240 AND 1244 CAMELLIA BOULEVARD

BE IT ORDAINED by the Lafayette City Council and the Lafayette Parish Council, that:

WHEREAS, a five (5') foot by ten (10') foot utility niche was dedicated to the Lafayette City-Parish Consolidated Government, on Lot H-3 of The Village of River Ranch, Phase XI-A Subdivision, and is clearly shown in Exhibit A, an act of dedication and plat of survey conveyance prepared by Barry J. Bleichner, PE, PLS, dated October 16, 2001, recorded under Act No. 2001-0045903, records of the Parish of Lafayette; and

WHEREAS, a five (5') foot by ten (10') foot utility niche was dedicated to the Lafayette City-Parish Consolidated Government, on Lot H-2 of The Banks at River Ranch, Phase II Subdivision, and is clearly shown in Exhibit B, a plat of survey conveyance prepared by Barry J. Bleichner, PE, PLS, dated February 22, 2002, recorded under Act No. 2002-0009804, and a "Supplemental Declaration of Dedication No. 1" dated March 1, 2002, recorded under Act No. 2002-009855, records of the Parish of Lafayette; and

WHEREAS, the now ten (10') foot by ten (10') foot utility niche on Lot H-2 and H-3 has been proposed for abandonment and is clearly shown in Exhibit C, on a plat of survey prepared by Michael P. Guidry, PLS, dated June 6, 2023, attached hereto and made a part hereof; and

WHEREAS, it has been determined by the Lafayette City Council and the Lafayette Parish Council that the utility niche proposed for abandonment, as shown on the said plat of survey, is no longer needed for public use and, accordingly, it is appropriate that said utility niche be abandoned.

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

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

SECTION 2: The Lafayette City Council and the Lafayette Parish Council hereby abandon the referenced utility niche, located on Lots H-2 and H-3 of The Banks at River Ranch, Phase XI-A and Phase II Subdivision.

SECTION 3: The Lafayette Mayor-President is hereby authorized and empowered to execute an Act of Abandonment in order to effectuate the abandonment of the hereinafter

referenced utility niche, located on Lots H-2 and H-3 of The Banks at River Ranch, Phase XI-A and Phase II Subdivision.

SECTION 4: All ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed.

SECTION 5: After first having been adopted by a majority of the authorized membership of both the Lafayette Parish Council and the Lafayette City Council, this joint ordinance shall become effective upon signature of this joint ordinance by the Lafayette Mayor-President, the elapse of ten (10) days after receipt by the Lafayette Mayor-President without signature or veto, or upon override of a veto, whichever occurs first.

* * * * *

ACT OF ABANDONMENT AND REVOCATION OF DEDICATION

STATE OF LOUISIANA

PARISH OF LAFAYETTE

BE IT KNOWN, that on this _____ day of _____, 2023, before me, the undersigned duly authorized Notary Public, duly commissioned and qualified as such in the aforementioned Parish and State, personally came and appeared the LAFAYETTE CITY-PARISH CONSOLIDATED GOVERNMENT, a duly constituted political subdivision of the State of Louisiana, represented herein by Joshua Guillory, Lafayette Mayor-President, duly authorized by Ordinance No. JO-055-2023 of the Lafayette City Council and the Lafayette Parish Council, copy of which is attached hereto and made a part hereof,

Who declared as follows:

WHEREAS, a five (5') foot by ten (10') foot utility niche was dedicated to the Lafayette City-Parish Consolidated Government, on Lot H-3 of The Village of River Ranch, Phase XI-A Subdivision, and is clearly shown in Exhibit A, an act of dedication and plat of survey conveyance prepared by Barry J. Bleichner, PE, PLS, dated October 16, 2001, recorded under Act No. 2001-0045903, records of Lafayette Parish; and

WHEREAS, a five (5') foot by ten (10') foot utility niche was dedicated to the Lafayette City-Parish Consolidated Government, on Lot H-2 of The Banks at River Ranch, Phase II Subdivision, and is clearly shown in Exhibit B, a plat of survey conveyance prepared by Barry J. Bleichner, PE, PLS, dated February 22, 2002, recorded under Act No. 2002-0009804, and a "Supplemental Declaration of Dedication No. 1" dated March 1, 2002, recorded under Act No. 2002-009855, records of Lafayette Parish; and

WHEREAS, the now ten (10') foot by ten (10') foot utility niche on Lots H-2 and H-3 has been proposed for abandonment and is clearly shown in Exhibit C, on a plat of survey prepared by Michael P. Guidry, PLS, dated June 6, 2023, attached hereto and made a part hereof; and

WHEREAS, it has been determined by the Lafayette City Council and the Lafayette Parish Council that the utility niche proposed for abandonment, as shown on the said plat of survey, is no longer needed for public use and, accordingly, it is appropriate that said utility niche be abandoned.

NOW THEREFORE, the Lafayette City Council and the Lafayette Parish Council has deemed it to be in the best interest of the public to abandon the referenced utility niche, located on Lots H-2 and H-3 of The Banks at River Ranch, Phase XI-A and Phase II Subdivision insofar as

same is shown and depicted on the said plat of survey having determined the said utility niche is no longer needed for any public purpose.

Accordingly, Appearer appears herein for and on behalf of the Lafayette City-Parish Consolidated Government to abandon that certain utility niche as depicted on the aforesaid plat of survey, a copy of which is attached to this certain Act of Abandonment and Revocation of Dedication.

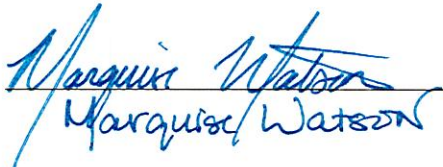
THUS DONE AND PASSED in the presence of the undersigned witnesses and me, Notary, after due reading of the whole.

WITNESSES:

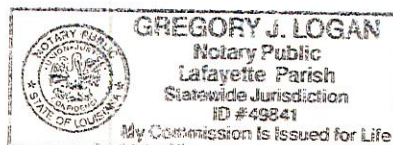
LAFAYETTE CITY-PARISH
CONSOLIDATED GOVERNMENT .

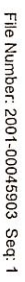

JULIE FRUGE


JOSHUA S. GULLORY
LAFAYETTE MAYOR-PRESIDENT


Marquise Watson


NOTARY PUBLIC





STATE OF LOUISIANA
PARISH OF LAFAYETTE

FILE NO.

01-045903

CLERK OF COURT
LAFAYETTE, LA.
FILED AND RECORDED

2001 NOV -5 AM 10:20

LOUIS J. PEROST
COURT RECORDER

ACT OF DEDICATION OF STREETS AND/OR SERVITUDES

BE IT KNOWN, that on this 17th day of October, 2001, before me, the undersigned Notary Public, duly commissioned and qualified as such in and for the aforesaid Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared:

ROBERT DAIGLE for RIVER RANCH, L.L.C.

who, after being first duly sworn, did depose and declare that:

Appearer is the owner of certain property more fully described hereinbelow, and in connection therewith has submitted for Final Approval a plat of survey subdividing said property into a lot or lots, and delineating and designating certain streets, utility servitudes, drainage servitudes and/or other servitudes which are to be provided in accordance with the applicable regulations for subdivision plat approval promulgated by the Lafayette City-Parish Consolidated Government (the "City Parish"), or by its predecessors but now administered by the City-Parish.

I.

DEDICATION IN ACCORDANCE WITH LSA-R.S. 33:5051, ET SEQ.

Appearer declares, accordingly, that he/they/it, by these presents dedicated to public use, for and on behalf of the public in general, but in particular in favor of the City-Parish, the roads, streets, public ways, squares, blocks, parks, and other items shown upon said plat of survey, the original of which is attached hereto and made part hereof, said dedication to be considered a formal statutory dedication in accordance with the provision of LSA-R.S. 33:5051 et seq., provided however, that to the extent any streets, roads, alleys, or ways which are depicted on said plat of survey are intended to remain private and are so designated on said plat of survey, same are not hereby dedicated and shall remain privately owned and maintained.

II.

DEDICATION, CREATION, AND ESTABLISHMENT OF SERVITUDES

Appearer further declares that he/they/it do hereby further dedicate, create, and establish exclusively in favor of the City-Parish for the ultimate benefit of the public and any other persons, entities or estates who are given authority by the City-Parish to use same or who may as a result of this

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dedication may derive any benefit therefrom, any and all rights-of-way, rights-of-passage, utility servitudes, drainage servitudes, and other items shown on the plat of survey referenced hereinbelow.

Appearer declares that in connection herewith, Appearer grants a perpetual predial servitude(s) in favor of the City-Parish and such other persons, entities, or estates who are given authority by said Government to use the servitudes, rights-of-passage, rights-of-way, and other items shown on the attached plat of survey, or who may as a result of this grant of servitude derive any benefit therefrom, and in connection therewith agrees that the City-Parish and any such individuals, entities, and estates as are authorized by the City-Parish shall have access to said servitudes for the purpose of constructing, repairing, maintaining, upgrading, improving, or otherwise operating any and all utility, drainage, and other improvements, and in connection therewith, may, within the confines of said servitude as shown on the plat, clear brush, trees, and other items or obstacles may interfere with the free use of said servitudes; construct drainage, electric, sewer, water, and other utility facilities; remove all obstacles which would hamper or preclude the exercise of the servitudes; and otherwise have full access for the purpose of utilizing and maintaining the servitudes and any improvements hereafter or heretofore constructed therein, or thereon.

In connection with the exercise of the use of the servitudes created hereby, the City-Parish, for the ultimate benefit of the public and any other persons, entities, or estates, shall have such access as is appropriate or reasonably necessary, both within and without the actual confines of the servitudes, as same are shown on said plat, to access said servitude in order to maintain same, improve same, construct appropriate improvements, structures, and appurtenances with regard thereto, in accordance with the relevant provisions of the Louisiana Civil Code, and in particular Article 745 thereof

With regard to any drainage servitude shown on the plat of survey, it is hereby understood that the drainage servitude shall include a width of twenty feet (20') from the high bank of any channels, streams, drainage structures, or other facilities utilized for the purposes of drainage and shall additionally include a servitude over all Appearer's property which is located within the confines of such streams, channels, coulees or other drainage facilities to the full extent of Appearer's ownership therein. The Grantee hereunder shall have the right to enter upon the drainage servitude for the purpose of constructing improvements to any stream, channel, coulee, or other drainage facility, and in connection therewith shall have the right to perform all necessary and appropriate work for the maintenance, improvement or construction of drainage facilities within the easement and shall specifically have the right to clear said easement of any and all obstructions, including but not limited to trees, brush, debris, and other matters, and shall further have the right to remove dirt or soil and deepen the channel, widen any channel, concrete line, or place other structures in said channel or otherwise

undertake any and all actions as may be necessary or proper for the maintenance and improvement of the drainage facilities.

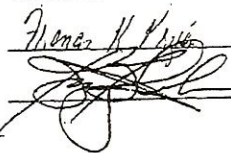
The property made subject to this dedication and grant of servitudes is more fully described as follows:

That certain parcel of ground, together with all improvements thereon, and all rights, ways, privileges, servitude, advantages, and appurtenances thereon and thereunto appertaining to be known and declared as The Village of River Ranch Subdivision, Phase XI-A, located in the City and/or Parish of Lafayette as shown and set forth in that certain plat of survey prepared by Barry J. Bleichner, Registered Land Surveyor, dated October 16, 2001, a copy of which is attached hereto and made a part hereof.

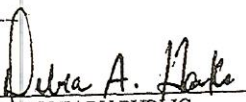
The purpose of this Act is to dedicate to the City-Parish, for the ultimate benefit of the public, all utility servitudes, streets, rights-of-way and other matters as reflected on the plat of survey and to provide for the use and enjoyment of same by the public. In that regard, however, this dedication is made in favor of the City-Parish, which will have full authority to regulate the use of said servitudes, streets, rights-of-way, rights-of-passage, and other items as shown on said plat. The servitudes shall be subject to full use by the Lafayette City-Parish Consolidated Government and those authorized by it for the purposes for which they are intended by those having the need or responsibility of providing utilities, drainage, or other services to the properties or estates to be serviced or benefited by said servitudes, whether contiguous or not.

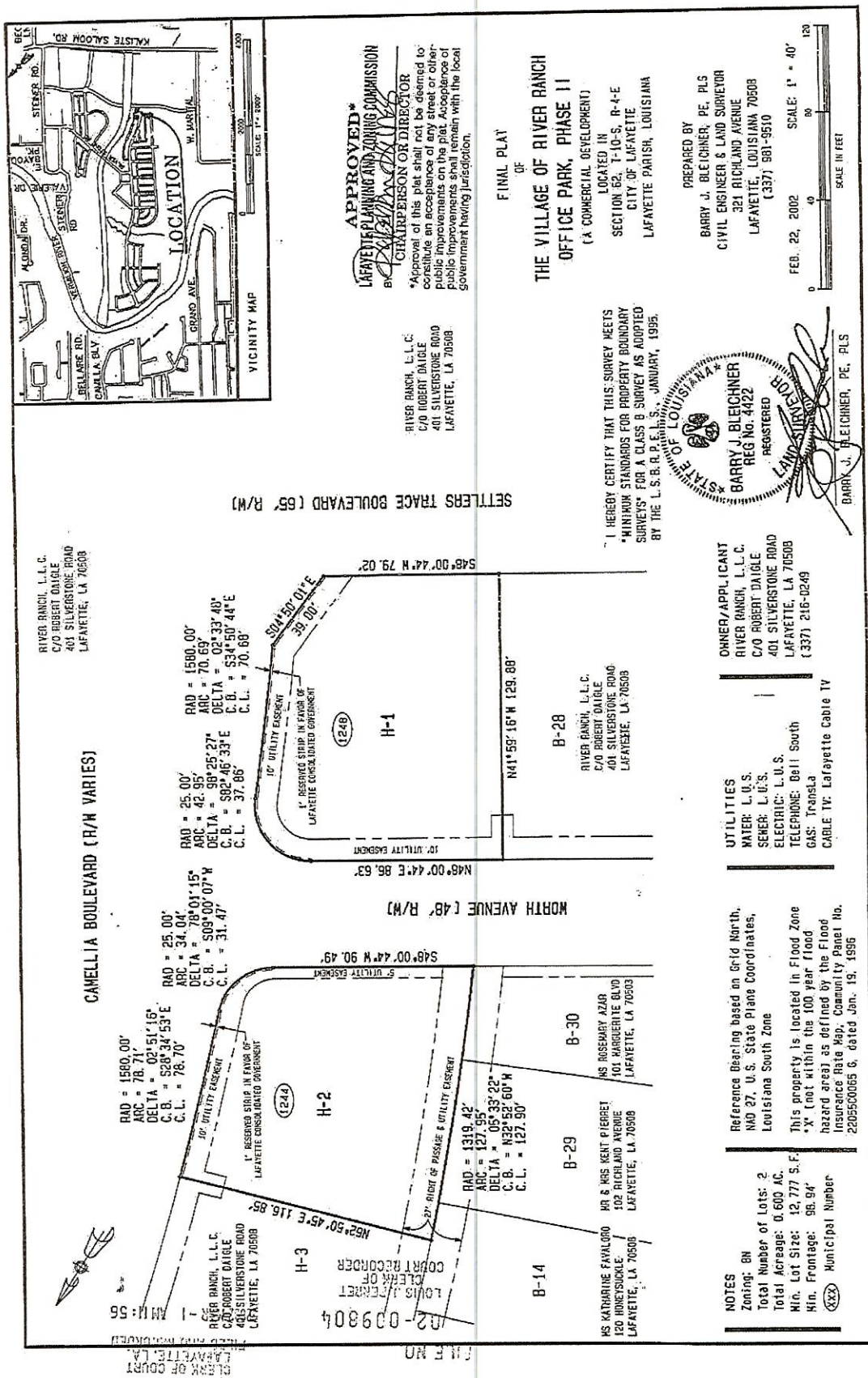
THUS DONE AND PASSED on the date first hereinabove written, before me, Notary, and in the presence of the undersigned competent witnesses, after due reading of the whole.

WITNESSES:






NOTARY PUBLIC



THE VILLAGE OF
RIVER RANCH OFFICE PARK

02-009855

SUPPLEMENTAL DECLARATION NO. 1

This Supplemental Declaration No. 1 (this "Supplemental Declaration No. 1") is executed on the 1st day of March, 2002, by:

RIVER RANCH, L.L.C. (hereinafter referred to as "Founder") (Federal Taxpayer Identification No. 72-1388299), a Louisiana limited liability company, whose address for the purposes hereof is 401 Silverstone Road, Lafayette, Louisiana 70508, and

RIVER RANCH DEVELOPMENT, L.L.C. (hereinafter referred to as "RRD") (Federal Taxpayer Identification No. 72-1338244), a Louisiana limited liability company, whose address for the purposes hereof is P.O. Box 60190, Lafayette, LA 70596.

Recitals:

A. Founder and RRD executed that certain Declaration Establishing Charter, Servitudes, Covenants and Restrictions for The Village of River Ranch Office Park effective as of December 17, 2001, which Declaration was recorded on December 18, 2001, under File No. 01-053245 of the public records of the Clerk of Court for Lafayette Parish, Louisiana (hereinafter referred to as the "Original Declaration"). The Original Declaration has been amended and/or corrected pursuant to one (1) previously recorded amendment and/or act of correction recorded under File No. 02-004489 of the records of the Clerk of Court for Lafayette Parish, Louisiana. The Original Declaration, as modified and supplemented by the said one (1) referenced amendment and/or act of correction, is hereinafter referred to collectively as the "Amended Declaration."

B. All capitalized terms and phrases defined herein shall have those meanings given those terms and phrases in the Amended Declaration, except to the extent such terms or phrases are redefined herein.

C. Founder and RRD have caused an additional portion of the Founder's Property to be platted, which is that property platted as The Village of River Ranch Office Park, Phase II, and which is reflected on the Final Map of The Village of River Ranch Office Park, Phase II (A Commercial Development), dated February 22, 2002, prepared by Barry J. Bleichner, PE, PLS recorded under File No. 02-009804 of the public records of the Clerk of Court for Lafayette Parish, Louisiana (the "Initial Plat of Phase II"). The said additional platted areas as shown on the Initial Plat of Phase II consists of the Lots labeled and designated therein as Lots H-1 and H-2; a copy of the said Initial Plat of Phase II is attached to this Supplemental Declaration No. 1 as Exhibit "A". The term "Phase II," as hereinafter used in this Supplemental Declaration No. 1, shall mean the entirety of the immovable property reflected on the Initial Plat of Phase II and that is included within the legal description typed onto the said Initial Plat of Phase II.

D. Founder and RRD now wish to have annexed to, and included and otherwise incorporated within, The Village of River Ranch Office Park, those portions of the Founder's Property that are within Phase II, the legal description of which is attached as Exhibit "B".

Declaration:

In furtherance of the aforesaid recitals, Founder declares that, subject to the provisions of the Amended Declaration and the provisions of this Supplemental Declaration No. 1, it does by these presents declare that the portions of the Founder's Property that are within Phase II, the legal description of which is attached as Exhibit "B", are hereby annexed to, included and otherwise incorporated within, The Village of River Ranch Office Park and are now part of the same subdivision established pursuant to the Amended Declaration, and Founder does hereby create and establish certain servitudes, building restrictions, restrictive covenants, and charges upon the said Phase II, and obligations of ownership, for its benefit and the benefit of its vendees, successors and assigns, which servitudes, building restrictions, restrictive covenants, charges upon, and obligations of ownership shall be covenants running with the land and which shall apply against and affect all of the additional property hereby incorporated within The Village of River Ranch Office Park, to-wit:

ARTICLE 1 - Definitions

All capitalized terms and phrases defined herein shall have those meanings given those terms and phrases in the Amended Declaration, except to the extent such terms or phrases are redefined herein. The terms "Amended Declaration," "Supplemental Declaration No. 1," "Initial Plat of Phase II" and "Phase II" shall have the meanings specified for such words in the prefacing paragraph of this instrument and in the above and foregoing Recitals of this instrument. The Design Code is hereby effectively supplemented by the addition of one (1) page to the Synopsis for the Lots within Phase II. Thus, the Design Code now includes an additional page numbered B-2 for the additional page of the Synopsis (which is attached as Exhibit "C" to this Supplemental Declaration No. 1).

ARTICLE 2 - Application of Provisions of Amended Declaration

Except as set forth elsewhere in this Supplemental Declaration No. 1, all provisions of the Amended Declaration (including without limitation Articles 1 through Article 13), including without limitation thereto all building restrictions, servitudes, restrictive covenants and conditions contained in the Amended Declaration, are incorporated herein and shall extend to and apply to Phase II, which is hereby annexed to, included and incorporated within The Village of River Ranch Office Park, to the same extent as if the said Phase II had been included as part of Phase I. All references to the Declaration within the Amended Declaration are hereby declared to include this Supplemental Declaration No. 1. The owners of Lots within Phase II shall have all obligations and rights of owners of Lots that were part of Phase I, except to the extent such obligations and rights may be restricted herein. Although all provisions of the Amended Declaration are hereby made applicable to Phase II, except to the extent this Supplemental Declaration No. 1 expressly states to the contrary, as a precautionary measure Founder and RRD will restate some of the reservations and grants of servitudes that were made as to Phase I, and some of the other provisions that are currently included as part of the Amended Declaration.

ARTICLE 3 - Neighborhoods

It is hereby declared that Lots H-1 and H-2 which constitute Phase II as reflected on the Initial Plat of Phase II, are part of the Neighborhood of "The Office Park", which was established by the Original Declaration.

ARTICLE 4 - Servitudes

4.1. **Owners' Easement of Enjoyment.** Every Owner shall have the right and easement of enjoyment in and to the Commons. This easement shall be a predial servitude appurtenant to and shall pass with title to every Lot.

4.2. **Tenants, Guests.** Any Owner may delegate, subject to the provisions of this Declaration, the Association Bylaws and the Rules and Regulations of the Association, such Owner's right to enjoyment to the Commons to the members of his family, his tenants or his guests who are located on the Lot or are accompanied by the Owner. The Association may adopt rules to prohibit or restrict dual use of the Commons recreational facilities by both an Owner and the Owner's tenant(s) or anyone of them, except when the Owner is a bona fide guest of the tenant.

4.3. **Servitudes in Favor of RR and Association.** RR and RRD hereby reserve for themselves, their successors and assigns, and grant to the Association, the following easements and servitudes, which shall benefit RR, RRD, the Association, The Village of River Ranch Office Park and all other properties owned, now or in the future, by RR or RRD which are adjacent to, or contiguous with, The Village of River Ranch Office Park (including without limitation thereto the River Ranch Property and any portion of such property which may be separated from The Village of River Ranch Office Park by a public road or body of water). Each of the servitudes reserved herein (i) shall be predial servitudes in favor of the River Ranch Property (to the extent not included within The Village of River Ranch Office Park), and all other properties owned, now or in the future, by RR or RRD which are adjacent to, or contiguous with, The Village of River Ranch Office Park (including without limitation thereto any portion of such property which may be separated from The Village of River Ranch Office Park by a public road or body of water), (ii) shall also be a personal servitude in favor of RR, RRD and the Association, and (iii) shall also be a predial servitude for the benefit of the Association as the owner of the Commons.

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A. **Common Roads.** RR and RRD reserve for themselves, their successors and assigns, a nonexclusive easement and servitude for use of the Common Roads.

B. **Utility Servitudes.**

(1) RR and RRD reserve for themselves, their successors and assigns, and grant to the Association, a blanket servitude for ingress, egress, construction, installation, replacement, repair and maintenance of all public and private utility and service systems which servitude shall be upon, across, over, through, and under all Utility Easements. These systems include, but are not limited to, water, sewer, irrigation systems, drainage, telephone, electricity, television, cable or communication lines and other equipment. By virtue of this servitude, RR and RRD may, but are not obligated to, install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits; the systems themselves (which shall include all pipes, wires, circuits, cables, conduits, switch boxes and other equipment related to the providing of any public or private utility service) shall be installed within the Utility Easements.

(2) Either RR, RRD or the Association may at any time make a partial assignment, to any public or private utility company, or any Governmental Authority, of the servitudes reserved by RR and RRD, and granted to the Association, in the preceding Subpart B(1); whether or not such assignment by RR, RRD or the Association expressly states, the assignment shall be partial and nonexclusive and both RR and the Association shall continue to have the servitude reserved and granted herein, to be used on a nonexclusive basis with each other and with any public or private utility company, or any Governmental Authority to whom such assignment was made. Neither RR, RRD, nor the Association, shall have any liability or responsibility to each other or to any Owner for (1) any damages caused by any public or private utility company, or any Governmental Authority to whom such assignment was made, in the exercise of the servitude reserved and granted herein, whether such damages are caused by the sole or concurrent negligence of said public or private utility company, or any Governmental Authority, or (2) for failures to provide any utility services to any Owner or to the Association.

(3) To the extent any Governmental Authority, any public utility or any private utility uses any of the Utility Easements within The Village of River Ranch Office Park, and/or to the extent that RR, RRD, the Association or any assignee of RR, RRD or the Association (all of whom are collectively referred to as "grantee" in this subparagraph (3)) use or exercise any of the rights granted and reserved under the preceding Subpart B(1), then and in that event: (a) whenever reasonably possible, the lines and facilities to be constructed and installed within the Utility Easements shall be placed underground; (b) each grantee shall respect the reasonable use of the servitudes by the other grantees thereof, and each shall cooperate with the others to the extent necessary to assure the reasonable, mutual use of the Utility Easements by all grantees; (c) each grantee, after any use of the Easement Areas or exercise by such grantee of the rights herein granted, shall restore the surface of the immovable property subject to the servitude to a condition as close as is reasonably possible to that which existed prior to such use or exercise, provided that such grantee shall not be required to replace, or otherwise repair any Improvements, trees, shrubs or other obstructions which interfere with use of the servitude granted pursuant to preceding Subpart B(1) and which are damaged through the reasonable exercise of the servitudes granted pursuant to the preceding Subpart B(1); (d) each grantee who is an assignee of RR, RRD or the Association, by its use of the Easement Areas or exercise of the rights herein granted pursuant to the preceding Subpart B(1), does hereby agree to defend and hold its assignor (whether RR, RRD or the Association), together with its successors and assigns, harmless from any and all liability arising from any negligence or other fault of the respective grantee in the construction, installation, repair, alteration and maintenance of the said water, sewer, natural gas, electrical, telephone and communications, and cable television lines and facilities pursuant to the servitudes granted under the preceding Subpart B(1); and (e) RR, RRD, the Association, each Governmental Authority, each public utility and each private utility agree that (i) it accepts the right to use the said Utility Easements subject to the right of Owners to construct Buildings on Lots which have soffits, Eaves, Stairs, Stoops, balconies and/or fascia which encroach on and over the said Utility Easement by no more than 24 inches measured from the boundary of the Utility Easement nearest to the interior of the Lot going out toward the exterior boundary of the Lot, provided that any such encroachment is at least 10 feet above the finished ground elevation in the area of the encroachment, and (ii) it may never request that the Owner remove any such soffits, Eaves, Stairs, Stoops, balconies or fascia, which encroach on the said Utility Easement consistent with the conditions of the preceding subpart (i).

(4) Those areas located on Lots and identified as utility niches are not to be considered as part of the Utility Easement or subject to any servitude in favor of any Governmental Authority or any public or private authority. All such utility niche areas shall be used solely, in the absence of approval from the Design Review Board to the contrary, for the placement of utility meters and, on Alley-Loaded Lots, for the storage of garbage cans and other receptacles for the storage of garbage.

C. **Police Powers.** RR and RRD reserve for themselves, their successors and assigns, and grant to the Association, a blanket easement and servitude throughout The Village of River Ranch Office Park for private patrol services, and for police powers and services supplied by the local, state and federal governments.

4.4. **Alleys.** RR and RRD grant in favor of the Alley Servitude Owners, as defined below, an exclusive, predial servitude of passage (for use by vehicles, bicycles and pedestrians) on and across those portions of the Office Park, Phase II that are labeled and designated as "Alley" or "right of passage" on the Initial Plat of Phase II. On the Initial Plat of Phase II, Alleys are identified by the label "27' RIGHT OF PASSAGE AND UTILITY EASMT". The term "Alley Servitude Owners", as used in this Section 4.4, shall mean The Village of River Ranch Association, Inc., a Louisiana non-profit corporation, and all owners of property included, now or in the future, as part of The Village of River Ranch subdivision created pursuant to the Declaration Establishing Charter, Servitudes, Covenants and Restrictions recorded under File No. 98-013331 of the records of the Clerk of Court (the "River Ranch Declaration"), together with all supplements and amendments to the said River Ranch Declaration. It is intended that the said servitude of passage shall not be used by the owners of property within The Village of River Ranch Office Park and that said servitude shall be exclusively for the benefit of property located within The Village of River Ranch as created pursuant to the Supplemented River Ranch Residential Declaration.

4.5. **Servitudes in Favor of Lots.** There is hereby granted a servitude in favor of each Lot (excluding Lot H-1) and which servitude shall be on and across that portion of each adjoining Lot or Commons which is no more than the three (3) feet away from the boundary of the Lot in whose favor such servitude has been created. The servitude created herein may be used only in compliance with the following requirements: (a) the servitude may only be used in conjunction with the construction, maintenance and/or repair of Improvements constructed on the Lot in whose favor the servitude is created, including but not limited to parking lots; (b) with the exception of an emergency, no use may be made of the servitude granted herein without, providing at least ten (10) days prior written notice to the Owner of the Lot burdened with the servitude (the "Servient Lot") of the intention to use servitude burdening the Servient Lot, and during those ten (10) days the Owner of the Servient Lot shall provide the notifying Lot Owner of any reasonable restrictions (including the time of access) which the Owner of the Servient Lot requires be honored by the notifying Lot Owner; (c) if the notifying Lot Owner is willing to comply with the restrictions provided by the Owner of the Servient Lot, as contemplated by the preceding subpart (b), then the notifying Lot Owner may proceed with the repair and maintenance provided that said Lot Owner also complies with all requirements established by the Design Code and/or any applicable Rules and Regulations of the Association; (d) if the notifying Lot Owner believes the restrictions provided by the Owner of the Servient Lot, as contemplated by the preceding subpart (b) are not reasonable, and cannot resolve the issue with the Owner of the Servient Lot, then the notifying Lot Owner who wishes to use the servitude granted on the Servient Lot shall apply to the Covenants Committee (or the Association Board, if no Covenants Committee has yet been created by the Association Board) for a hearing on any dispute between said notifying Lot Owner and the Owner of the Servient Lot as to the conditions under which said notifying Lot Owner may use the servitude granted on the Servient Lot; (e) after five (5) days notice, the Covenants Committee (or the Association Board, if no Covenants Committee has yet been created by the Association Board) shall grant a hearing to all Owners involved with respect to any request submitted to said Covenants Committee (or the Association Board, as applicable), under the preceding subpart (d), and any decision rendered by the said Covenants Committee (or the Association Board, as applicable) shall be final and binding on all Owners involved in the application submitted pursuant to subpart (d) of this Section 4.5; and (f) each grantee, after any use or exercise by such grantee of the rights herein granted, shall restore the surface of the immovable property subject to the servitude to a condition as close as is reasonably possible to that which existed prior to such use or exercise, provided that such grantee shall not be required to replace, or otherwise repair any Improvements, trees, shrubs or other obstructions which interfere with use of the servitude granted pursuant to this Section 4.5, and which are damaged through the reasonable exercise of the servitudes granted pursuant to this Section 4.5.

4.6. **Servitudes of Passage.** (A) RR and RRD do hereby create non-exclusive predial servitudes of ingress and egress, in favor of each Lot, over, across and upon all parking and driveway areas of the Lots (but not Lot H-1), as constructed, in order to accommodate passage of vehicles and pedestrians, by Owners, tenants and all employees and invitees of Owners and tenants, from

any one Lot to other parking areas and streets and to obtain access to Camellia Boulevard, and ultimately to Silverstone and Worth Avenue when The Village of River Ranch Office Park is expanded to include areas that border on Silverstone. The Owner of each Lot shall be responsible for all costs of maintenance and repair relative to that portion of the servitude of passage created under this Subpart (D) which is located on the Lot owned by that Owner.

(B) RR and RRD do hereby further create a non-exclusive predial servitudes of passage twenty (20) feet in width across Lot H-2, which shall be located within the easterly most half of that Lot, and shall extend from the southern boundary of Lot H-2 to the northern boundary of Lot H-2; the northern boundary of this servitude on Lot H-2 shall be the southern boundary of the similar servitudes created previously on Lots H-3, H-4, H-5, H-6 and H-7. The specific location of this servitude area on Lot H-2 shall be located by the Design Review Board as part of the approval of any construction of improvements on that Lot. The servitude of passage created under this subpart (B) is for the benefit of all Lots in The Village of River Ranch Office Park, and all Owners, tenants and all employees and invitees of Owners and tenants for the purpose of accommodating ingress and egress from the parking areas behind each Building constructed on a Lot to Camellia Boulevard, and ultimately to Worth Avenue and to Silverstone. The Owner of each Lot shall be responsible for all costs of maintenance and repair relative to that portion of the servitude of passage created under this Subpart (B) which is located on the Lot owned by that Owner.

4.7. Wetlands. This Declaration is subject to any rights of certain Governmental Authorities in portions of The Village of River Ranch Office Park which may be considered wetlands or protected coastal areas.

4.8. Prior Provisions on Servitudes. It is acknowledged that the entirety of this Article 4 is drawn from Article 4 of the Original Declaration and that portions of Article 4 of the Original Declaration were not restated here. Notwithstanding that portions of Article 4 of the Original Declaration have not been restated herein, it is declared that all portions of Article 4 of the Amended Declaration shall apply to all portions of the Founder's Property located within Phase II to the same extent as if such property had been included within Phase I, except as otherwise expressly provided herein in Section 4.6, subparts (A) and (B), above.

ARTICLE 5 - Building Restrictions

5.1. General. This Article 5 sets forth specific building restrictions and other covenants relating to the construction of improvements on each Lot within Phase II (Lots H-1 and H-2). All Provisions of Article 5 of the Amended Declaration shall apply to each Lot within the additional property that is hereby annexed to, included and incorporated within The Village of River Ranch Office Park, except to the extent that such provisions are inconsistent with the specific provisions of this Article 5.

5.2. Synopsis. Exhibit "C" hereto consists of one (1) additional page, which is numbered B-2, that is to be treated as an addition to the Synopsis attached to the Original Declaration and this additional page relates to those Lots within Phase II. The additional page of the Synopsis identifies each Lot within Phase II and designates the assigned Lot Type of each Lot; just as in the case of the Lots included within Phase I, the designations are in the column with the label "Lot Type" at the top. Just as with the Lots within Phase I, all Lot Type designations ending with an "X", if any, have special features that shall be considered by the Design Review Board in determining whether to grant variances from the requirements of this Declaration, the Design Code and/or the Landscape Code; each Lot Type having a designation ending with an "X", if any, shall be considered for all other purposes as being of the Lot Type which that Lot would have if the "X" at the end of the designation was absent. To the extent there is any inconsistency between the Synopsis with respect to a Lot in Phase II and the applicable page of the Urban Regulations applicable to such Lot, then and in that event the provisions of the Synopsis shall govern; for example, as to some Lots, the Synopsis lists more Allowed Architectural Typologies than are noted on the applicable page of the Urban Regulations applicable to the Lot Type category applicable to that Lot and in those cases it is intended that all Allowed Architectural Typologies listed on the Synopsis are approved for that particular Lot. The Lot Type for each Lot within Phase II is Lot Type XIV.

5.3. Urban Regulations. Height restrictions, use restrictions, allowed building typology, placement requirements, parking requirements, Setback requirements, and requirements concerning porches, Fences and/or Garden Walls, are all set forth for each Lot Type (a) on the corresponding page of the Urban Regulations within the Design Code that applies to that particular Lot Type, or (b) or in Article 5 of the Original Declaration.

ARTICLE 6 - General

6.1. Interpretation. The captions of the various articles and provisions in this Supplemental Declaration No. 1 are for convenience only and in no way define, limit, or describe the scope of this Supplemental Declaration No. 1, or the intent of any provision hereof. All references to particular Sections or Articles shall, except as otherwise expressly stated, be deemed to be references to those particular Sections or Articles of this Supplemental Declaration No. 1. The fact that any particular provision of the Amended Declaration may be expressly restated herein, whether or not modified to any extent, shall not be considered or otherwise interpreted as an indication that provisions which are not expressly restated herein do not apply to the additional property which is hereby annexed to, included and incorporated within The Village of River Ranch Office Park. It is in the express intention of Founder and RRD that all Lots included within Phase II and all present and future owners of Lots included within Phase II shall be subject to all terms and provisions of the Amended Declaration, except as expressly stated to the contrary herein.

6.2. Enforcement of Declaration.

A. Arbitration. At the election of RR, or RRD and in their sole discretion, any dispute with an Owner or any other party or entity with rights or obligations arising pursuant to this Supplemental Declaration No. 1, or the Amended Declaration, involving the rights or obligations of RR or any other person under, or arising from, this Supplemental Declaration No. 1, and/or the Amended Declaration, shall be resolved pursuant to arbitration under the rules, and under the auspices, of the American Arbitration Association (the "AAA") subject to the following which shall be deemed modifications of the applicable rules of the AAA, to the extent the rules of the AAA are inconsistent, to-wit: (i) there shall be only one (1) arbitrator and that arbitrator shall be a lawyer licensed to practice in the State of Louisiana, (ii) the arbitration proceeding shall be held in Lafayette, Louisiana, and (iii) to the extent that an expedited process is available under the rules of the AAA, the arbitration shall be expedited. At the election of the Association Board, in its sole discretion, any dispute with an Owner or other party or entity (other than RR and RRD) involving the rights or obligations of the Association, the Association Board, the Design Review Board or any member of the Association Board, arising under this Declaration shall be resolved pursuant to arbitration under the rules, and under the auspices, of the AAA subject to exceptions numbered (i), (ii) and (iii) of the first sentence of this Section 6.2., Subpart A.

B. General Remedies. Claims may be brought in arbitration, or suit may be brought in a court with jurisdiction, against any person, persons or entity violating or attempting to violate the provisions of this Supplemental Declaration No. 1 and/or the Amended Declaration, including the provisions of the Design Code, either to restrain violation or to recover damages, and against his, her or its property to enforce any lien created by this Supplemental Declaration No. 1 and/or the Amended Declaration, or to obtain a declaratory judgment. To enforce this Supplemental Declaration No. 1 and/or the Amended Declaration, including the provisions of the Design Code, or any Rules and Regulations of the Association, the Association, Founder, RRD or any Owner may bring an action for damages, specific performance, declaratory judgment or injunction, or any other remedy at law or in equity, subject at all times to the rights of certain parties to insist that such actions be brought by way of arbitration pursuant to the preceding Subpart A of this Section 6.2. The Association Board shall be empowered to bring suits on behalf of the Association and on behalf of the Institute.

C. Injunctive Relief. Should the Association Board, the Association, Founder or RRD elect to bring an action in any court seeking injunctive relief as authorized in this Supplemental Declaration No. 1 (including without limitation thereto in the preceding Subpart B) and/or the Amended Declaration, then and in that event: (1) the party seeking injunctive relief (including without limitation thereto a temporary restraining order, a preliminary injunction and a permanent injunction) need not prove irreparable injury or harm, it being acknowledged and agreed that there will be damage, which is not susceptible of a monetary valuation, caused by a breach of the requirements of this Supplemental Declaration No. 1, the Amended Declaration, of the Design Code or of any Rules and Regulations of the Association; and (2) if any party against whom a claim is made in the proceeding seeking injunctive relief has a claim which said party wishes to assert against the party seeking such relief (the "filing party"), then and in that event the filing of the suit seeking injunctive relief shall not be considered a waiver by the said filing party of that party's right, if any, to have the claim against said filing party submitted to arbitration pursuant to Section 6.2., Subpart A.

D. Association's Legal Fees. Any and all costs, including but not limited to reasonable attorneys' fees and court costs, which may be incurred by Founder, RRD, the Association or the Institute in the enforcement of any of the provisions of this Supplemental Declaration No. 1 and/or the Amended Declaration, whether or not a claim is made in arbitration or a suit is brought, shall be assessed as an individual Lot Assessment to the Owner against whom such action was taken.

6.3. Use of Materials or Components. The use of any material or components as indicated within the Design Code, the Amended Declaration, or this Supplemental Declaration No. 1 shall be solely at the risk of the Owner of a Lot and shall import no liability to the Association, Founder, RRD or their assigns. The materials listed in the Design Code, the Amended Declaration or in this Supplemental Declaration No. 1 are not intended to constitute or otherwise create any representations, guarantees, or warranties to any party in relation to the structural integrity or adequacy when used for any component of improvements to be built within The Village of River Ranch Office Park. It shall be the responsibility of the Owner, or other proposer, when considering usage of any material on any project within The Village of River Ranch Office Park to have an independent review and evaluation of the adequacy of any component or element contained herein to assure their acceptability for the intended end uses.

6.4. Written Consents of Members of the Association and/or the Institute in Absence of Meeting. Whenever the vote of the Association Members or the Institute Members is required to authorize or constitute action by the Association or the Institute, the consent in writing to such action signed only by those members, of the entity whose authority or other decision is sought, holding that proportion of the membership interest that is required by law, the Articles of Incorporation of the entity in question, or the Amended Declaration as supplemented by this Supplemental Declaration No. 1 (whichever provides the applicable voting requirements), to take such action shall be sufficient for the purposes of obtaining such authority or decision, without the necessity for a meeting of the members of that particular entity.

6.5. No Waiver. The waiver by any party of a breach of any provision of the Amended Declaration, this Supplemental Declaration No. 1, the Design Code or the Rules and Regulations of the Association, shall not operate or be construed as a waiver of any subsequent breach of that provision by any party. Failure to enforce any provision of the Amended Declaration, this Supplemental Declaration No. 1, the Design Code or the Rules and Regulations of the Association, shall not be deemed a waiver of the right to do so at any time thereafter and shall not operate or be construed as a waiver of the right to enforce such provision at a later date, even if under identical circumstances and even if involving the same parties.

6.6. Notices. Any notice required to be sent to the Owner shall be deemed to have been properly sent when mailed, postage prepaid, or hand delivered to the Lot and, if different, to the last known address of the person who appears as Owner of the Lot as that address is stated on the records of the Association, as described in Section 7.5. of the Amended Declaration, at the time of the mailing. The date of mailing shall be deemed to be the date of the giving of notice, except that the date of actual receipt shall be the date of the giving of any notice of change of address.

6.7. Gender and Number. The use of the masculine gender in this Supplemental Declaration No. 1 shall be deemed to include the feminine, or neuter, and the singular shall include the plural, wherever the context so requires.

6.8. Law to Govern. This Supplemental Declaration No. 1 shall be construed in accordance with the laws of the State of Louisiana.

6.9. Validity. If any one or more of the provisions (or any part thereof) of the Amended Declaration, this Supplemental Declaration No. 1, the Design Code or the Rules and Regulations of the Association, shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions (or any part thereof) shall not in any way be affected or impaired thereby and the balance of the Amended Declaration, this Supplemental Declaration No. 1, the Design Code and the said Rules and Regulations of the Association shall remain in full force and effect. If any provision, or subpart of a provision, of the Amended Declaration or this Supplemental Declaration No. 1 is for any reason and at any time determined to be invalid, illegal or unenforceable (a) it is expressly stated that such determination shall be applicable only to the parties involved in the arbitration or court proceeding in which such determination has been rendered, and then only to the particular facts and circumstances presented to the arbitrator(s) or court; (b) where a provision is determined to be invalid, illegal or unenforceable because it is determined to be excessively broad, the court or arbitrator(s) making that determination are requested and authorized, where reasonably possible, to reform the subject provision by declaring it limited and reduced to make it compatible with applicable law; and (c) the court or arbitrator(s) making that determination are requested and authorized, where reasonably possible, to declare that provision or subpart reformed so as to eliminate only the portion of same which is determined to be invalid, illegal or otherwise unenforceable, so that the balance of said provision is allowed to remain in full force and effect.

6.10. Owner's Acceptance. By accepting title to any of the Lots or other property included now, or in the future, within The Village of River Ranch Office Park, each Owner agrees that he accepts title to said Lot or other property subject to the terms, provisions and acknowledgments of: (a) the Amended Declaration, (b) this Supplemental Declaration No. 1, (c) the Design Code, (d) any Rules and Regulations of the Association that may be subsequently adopted, from time to time, by the Association or the Association Board, and all modifications thereto, and (e) any future amendments to the Amended Declaration, this Supplemental Declaration No. 1 and/or the Design Code adopted pursuant to the terms and provisions of the Amended Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Supplemental Declaration No. 1 on the day and year first above written, before the undersigned competent witnesses, Rhonda D. Mire and Cynthia K. Wartelle, and Dennis L. Doise, the undersigned Notary Public.

WITNESSES:

Rhonda D. Mire
Cynthia K. Wartelle

RIVER RANCH, L.L.C.

BY: [Signature]
ROBERT W. DAIGLE
Authorized Member

RIVER RANCH DEVELOPMENT, L.L.C.

BY: [Signature]
ROBERT W. DAIGLE

Dennis L. Doise
NOTARY PUBLIC in and for
Lafayette Parish, Louisiana
My Commission Expires: At Death

EXHIBITS

1. Exhibit "A" - Final Map of The Village of River Ranch Office Park, Phase II, dated February 22, 2002, prepared by Barry J. Bleicher, PE, PLS recorded under File No. 02-008804 of the public records of the Clerk of Court for Lafayette Parish, Louisiana
2. Exhibit "B" - Legal Description of Lots in Phase II
3. Exhibit "C" - Synopsis

EXHIBIT "B"

Those certain tracts of land with all improvements, servitudes, easements and rights of way, containing approximately 0.600 acres, located in Section 62, Township 10 South, Range 4 East, City of Lafayette, Lafayette Parish, Louisiana, being more fully described as follows:

Tract One: Commencing at the projected intersection of the more northerly right of way of Worth Avenue and the more westerly right of way of Camellia Boulevard, proceed along the more northerly right of way of Worth Avenue a bearing of South 48°00'44" West and a distance of 20.38 feet to a point, said point hereinafter to be known as the Point Of Beginning; thence proceed along the more northerly right of way of Worth Avenue a bearing of South 48°00'44" West and a distance of 90.49 feet to a point; thence proceed along a curve to the right having a radius of 1319.42 feet, an arc length of 127.95 feet, a delta angle of 05°33'22", a chord bearing of North 32°52'60" West and a chord distance of 127.90 feet to a point; thence proceed along a bearing of North 62°50'45" East a distance of 116.85 feet to a point on the more westerly right of way of Camellia Boulevard; thence proceed along the more westerly right of way of Camellia Boulevard along a curve to the left having a radius of 1580.00 feet, an arc length of 78.71 feet, a delta angle of 02°51'16", a chord bearing of South 28°34'53" East and a chord distance of 78.70 feet to a point; thence continue along the more westerly right of way of Camellia Boulevard along a curve to the right having a radius of 25.00 feet, an arc length of 34.04 feet, a delta angle of 78°01'15", a chord bearing of South 09°00'07" West and a chord distance of 31.47 feet to the Point Of Beginning; said tract being known as Lot H-2, The Village of River Ranch Office Park, Phase II; said Lot H-2 is more fully shown on the Final Map of The Village of River Ranch Office Park, Phase II (A Commercial Development), dated February 22, 2002, prepared by Barry J. Bleichner, which is recorded under File No. 02-009804, of the records of the Clerk of Court for Lafayette Parish, Louisiana; the said property is bordered on the North by Lot H-3 of The Village of River Ranch Office Park currently owned by Purchaser, on the South by the Worth Avenue right-of-way, on the East by Camellia Boulevard, and on the West by Lots B-29 and B-30 of The Village of River Ranch.

Tract Two: Commencing at the projected intersection of the southerly right of way of Worth Avenue and the westerly right of way of Camellia Boulevard, proceed along the southerly right of way of Worth Avenue a bearing of South 48°00'44" West and a distance of 29.24 feet to a point, said point hereinafter to be known as the Point Of Beginning; thence proceed along the more southerly right of way of Worth Avenue along a curve to the right having a radius of 25.00 feet, an arc length of 42.95 feet, a delta angle of 98°25'27", a chord bearing of South 82°46'33" East and a chord distance of 37.86 feet to a point on the more westerly right of way of Camellia Boulevard; thence proceed along the more westerly right of way of Camellia Boulevard along a curve to the left having a radius of 1580.00 feet, an arc length of 70.69 feet, a delta angle of 02°33'48", a chord bearing of South 34°50'44" East and a chord distance of 70.68 feet to a point; thence continue along the more westerly right of way of Camellia Boulevard a bearing of South 04°50'01" East a distance of 39.00 feet to a point on the more northerly right of way of Settlers Trace Boulevard; thence proceed along the more northerly right of way of Settlers Trace Boulevard a bearing of South 48°00'44" West a distance of 79.02 feet to a point; thence proceed along a bearing of North 41°59'16" West a distance of 129.88 feet to a point on the more southerly right of way of Worth Avenue; thence proceed along the more southerly right of way of Worth Avenue a bearing of North 48°00'44" East a distance of 86.63 feet to the Point Of Beginning; said tract being known as Lot H-1, The Village of River Ranch Office Park, Phase II; said Lot H-1 is more fully shown on the Final Map of The Village of River Ranch Office Park, Phase II (A Commercial Development), dated February 22, 2002, prepared by Barry J. Bleichner, which is recorded under File No. 02-009804, of the records of the Clerk of Court for Lafayette Parish, Louisiana; the said property is bordered on the North by the Worth Avenue right-of-way, on the South by the right-of-way for Settlers Trace Boulevard, on the East by Camellia Boulevard, and on the West by Lot B-28 of The Village of River Ranch.

01-02 11:49A

MAR 01 '02 12:17PM P-02

The Village of River Ranch
Synopsis of Urban Regulations
Office Park, Phase II

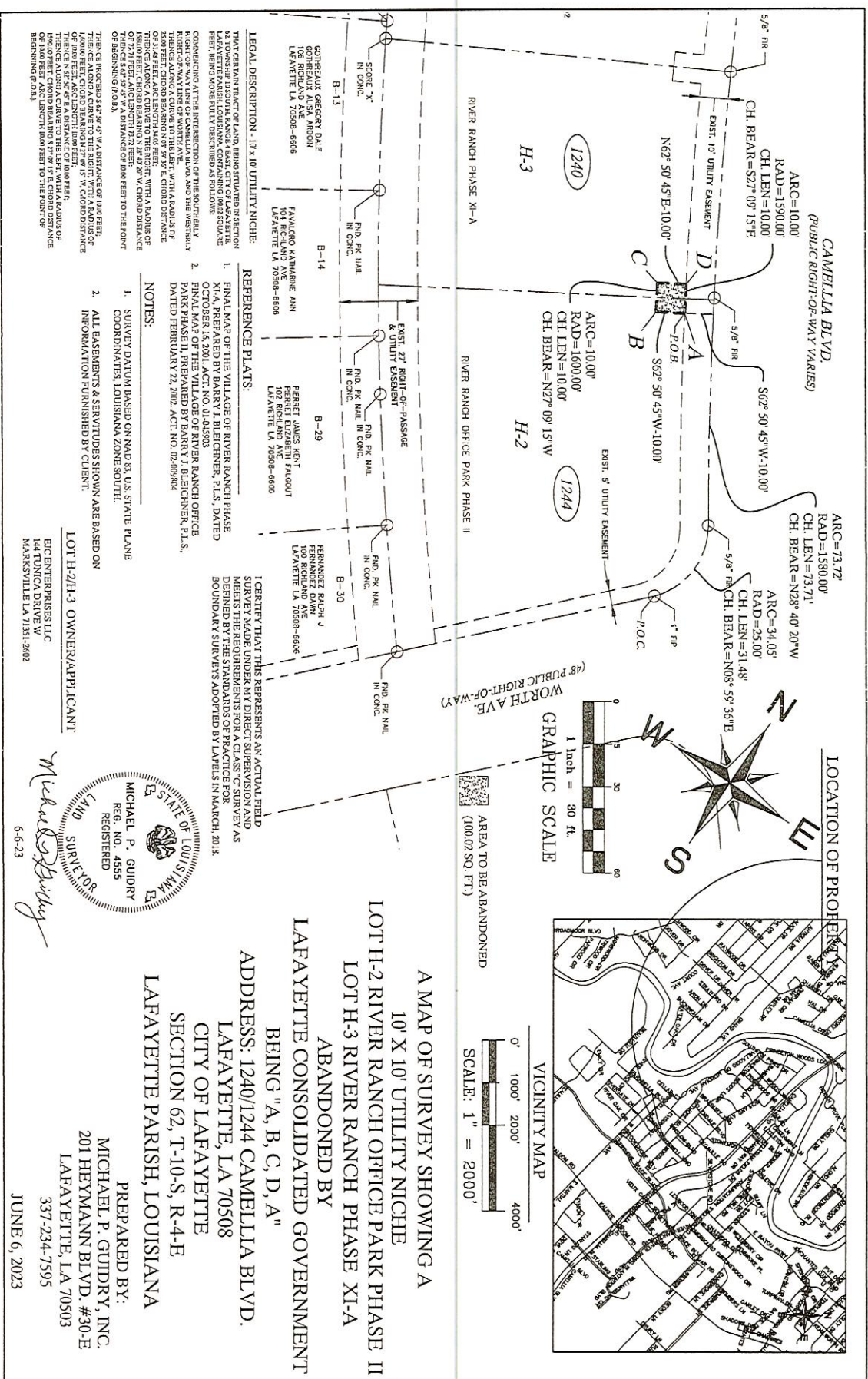
Lot No.	Lot Type	Set Backs			Allowed Architectural Typology
		Front	Side	Rear	
H-1	XIV	10'	10/5'	3'	A1, A2, F2, F4, F5, F6, F7, F8, F9
H-2	XIV	10'	5'	30'	A1, A2, F2, F4, F5, F6, F7, F8, F9

American
A1-American Cottage
A2-American Raised Cottage
A3-American Townhouse
A4-Neoclassical Revival
A5-Raised Neoclassical Cottage
A6-Charleston Sideyard
A7-Steamboat
A8-Shotgun

French
F1-French Colonial
F2-French Country
F3-French Townhouse
F4-Acadian Cottage
F5-Acadian Raised Cottage
F6-Creole Cottage
F7-Creole Raised Cottage
F8-Creole Urban Cottage
F9-West Indies

Mediterranean
M1-Mediterranean House





ABANDONMENT CHECKLIST

NAME: Abandonment of a ten (10') foot by ten (10') foot utility niche on Lots H-2 and H-3 of The Village of River Ranch, Phase XI-A and the Village of River Ranch Office Park, Phase II Subdivision, located at 1240 and 1244 Camellia Boulevard.

Lafayette Utilities System:

Civil Engineering Division Approved by: Jim Moore Date: 07/25/2023

Electrical Engineering Division Approved by: Jason Miller Date: 06/22/2023

Other 3rd Parties:

AT&T Approved by: Michael Broussard Date: 06/16/2023

COX Approved by: Colby Cormier Date: 06/20/2023

ATMOS Approved by: Kristen Matherne Date: 06/19/2023



Internal Memorandum

Community Development & Planning Department
Development Division (9041)

TO: Cydra Wingerter
DATE: July 28, 2023

FROM: Mary Sliman

SUBJECT: Lafayette City Council and Lafayette Parish Council Ordinance:
Abandonment of a ten (10') foot by ten (10') foot utility niche on Lots H-2
and H-3 of The Village of River Ranch, Phase XI-A and the Village of River
Ranch Office Park, Phase II Subdivision.

Enclosed is a request for the Abandonment of a ten (10') foot by ten (10') foot utility niche on Lots H-2 and H-3 of The Village of River Ranch, Phase XI-A and the Village of River Ranch Office Park, Phase II Subdivision, located at 1240 and 1244 Camellia Boulevard. The original Act of Dedication of these easements were dedicated to the Lafayette City-Parish Consolidated Government on October 16, 2001 and March 1, 2002. The abandonment will make way for a new commercial development.

This request has been reviewed and approved by the Lafayette Utilities System and Public Works.

If the proposed ordinance meets with your approval, please place it on the Joint Council agenda for introduction on **August 22, 2023**, with final adoption consideration on **September 5, 2023**.

Mary M. Sliman
Director

tfp

Enclosure

File: Abandonment

RECEIVED

JUL 28 2023

Lafayette Consolidated Government
Chief Administrative Officer

LAFAYETTE JOINT CITY COUNCIL MEETING

AGENDA ITEM SUBMITTAL FORM

- 1) **JUSTIFICATION FOR REQUEST:** The abandonment will make way for a new commercial development.
- 2) **ACTION REQUESTED:** Abandon a ten (10') foot by ten (10') foot utility niche on Lots H-2 and H-3 of The Village of River Ranch, Phase XI-A and the Village of River Ranch Office Park, Phase II Subdivision.
- 3) **REQUESTED ACTION OF COUNCIL:**
- A) INTRODUCTION: August 22, 2023
- B) FINAL ADOPTION: September 05, 2023
- 4) **DOCUMENTATION INCLUDED WITH THIS REQUEST:**
- A) Memo (1 page)
- B) Submittal Item Justification Form (1 page)
- C) Ordinance (2 pages)
- D) Act of Abandonment (2 pages)
- E) Act of Dedication/Plat of Survey – Exhibit A (4 pages), Exhibit B (8 pages), Abandonment Plat - Exhibit C (1 page)
- F) Abandonment Checklist (1 page)
- 5) **FISCAL IMPACT:**
- Fiscal Impact (Explain)
- X No Fiscal Impact

RECOMMENDED BY:

Mary M. Shuman
DIRECTOR

APPROVED FOR AGENDA:

Cydra Nigert
CHIEF ADMINISTRATIVE OFFICER

DISPOSITION OF ORDINANCE NO. JO-055-2023

1. This ordinance was introduced:
August 22, 2023
YEAS: Tabor, K. Naquin,
Carlson, Guilbeau, Rubin
NAYS: None
ABSENT: None
ABSTAIN: None

This ordinance was introduced:
YEAS: Lewis, A. Naquin,
Cook, Lazard
NAYS: None
ABSENT: Hebert
ABSTAIN: None

Final disposition by **Parish Council**:
September 5, 2023
YEAS: Tabor, K. Naquin,
Carlson, Guilbeau, Rubin
NAYS: None
ABSENT: None
ABSTAIN: None

Final disposition by **City Council**:
YEAS: Lewis, A. Naquin,
Hebert, Cook, Lazard
NAYS: None
ABSENT: None
ABSTAIN: None

2. Notice of Public Hearing: This ordinance was published by Title and Notice of Public Hearing was published in the Advertiser on August 25, 2023.
3. This ordinance was presented to the Mayor-President for approval on September 6, 2023, at 11:20 o'clock a.m.


CLERK OF THE COUNCIL

4. Disposition by Mayor-President:

I hereby:

- A. Approve this ordinance, the 8th day of SEPTEMBER, 2023, at 3:15 o'clock p.m.
- B. Veto this ordinance, the _____ day of _____, 2023, at _____ o'clock _____.m., veto message is attached.
- C. Line item veto certain items this _____ day of _____, 2023, at _____ o'clock _____.m., veto message is attached.


MAYOR-PRESIDENT

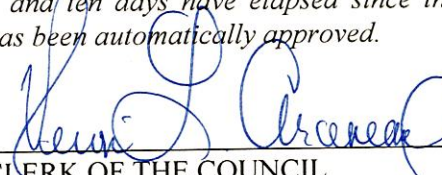
5. Returned to Council Office  with/without veto message on September 11, 2023, at 11:49 o'clock a.m.

6. Reconsideration by Council (if vetoed):

On _____, 2023, the Councils 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 _____, 2023, 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 September 8, 2023.

