

CITY ORDINANCE NO. CO-136-2023

AN ORDINANCE OF THE LAFAYETTE CITY COUNCIL AMENDING THE LAFAYETTE DEVELOPMENT CODE AND THE OFFICIAL MAP OF THE CITY OF LAFAYETTE, PROVIDING FOR THE DE-ANNEXATION OF LAND WITHIN THE CORPORATE LIMITS OF THE CITY OF LAFAYETTE, LOUISIANA, LOCATED GENERALLY SOUTHWESTERLY OF THE EASTBOUND I-10 @ AMBASSADOR CAFFERY PARKWAY OFF RAMP, NORTH OF THE ESTATE OF MAURICE PELLESIER PLOT 5 LOCATED AT 2222 WEST WILLOW STREET AND EAST OF THE ESTATE OF MAURICE PELLESIER PLOTS 3 AND 4 LOCATED ON THE SOUTH SIDE OF I-10 (DISTRICT 1)

BE IT ORDAINED by the Lafayette City Council, that:

WHEREAS, in exchange for the granting of a permanent utilities servitude, which is attached hereto and incorporated herein be reference, the Lafayette City Council desires to de-annex the following described property.

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

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

SECTION 2: The Lafayette Development Code and official map of the City of Lafayette are hereby amended so as to de-annex property generally located southwesterly of the Eastbound I-10 @ Ambassador Caffery Parkway off ramp, north of the Estate of Maurice Pellessier Plot 5 located at 2222 West Willow Street, and east of the Estate of Maurice Pellessier Plots 3 & 4 located on the south side of I-10. Refer to Exhibit A “Map of Proposed De-Annexation For the City of Lafayette, Louisiana, Corporate Limits, Located in Section 21, T9S-R4E 100 Block of North Ambassador Caffery Parkway” Prepared By: Lafayette City-Parish Consolidated Government, Lafayette Utilities System. A copy is attached hereto and made a part thereof.

SECTION 3: The foregoing described property is located within Lafayette City Council District No. 1.

SECTION 4: The description of the property to be de-annexed is as follows:
Beginning at a point on the existing City of Lafayette corporate limits, said point is the south easterly property corner of MARLAND PROPERTIES LLC and the north easterly property corner of PELLESIER PARTNERS LLC,
thence S89°45’20”W, a distance of approximately 980.7’, along the southerly property line of MARLAND PROPERTIES LLC and the northerly property lines of PELLESIER PARTNERS LLC and POWER RIG RENTAL TOOL INC to a corner point,
thence N00°28’40”E, a distance of approximately 608.8’, along the westerly property line of MARLAND PROPERTIES LLC to a corner point,

thence N89°13'15"E, a distance of approximately 417.0', along the northerly property line of MARLAND PROPERTIES LLC and the southerly right-of-way of LA DEPT OF TRANSPORTATION AND DEVELOPMENT (E-I-10) to a corner point,

thence S52°12'10"E, a distance of approximately 417.4' (S52°12'03"E – 417.18', Arc = 424.82', R = 645'), along the easterly property line of MARLAND PROPERTIES LLC and the westerly right-of-way of LA DEPT OF TRANSPORTATION AND DEVELOPMENT (E-I-10 @ Ambassador Caffery Pkwy South Off Ramp) to a point,

thence S33°18'40"E, a distance of approximately 415.3', along the easterly property line of MARLAND PROPERTIES LLC and the westerly right-of-way of LA DEPT OF TRANSPORTATION AND DEVELOPMENT (E-I-10 @ Ambassador Caffery Pkwy South Off Ramp) to a corner point,

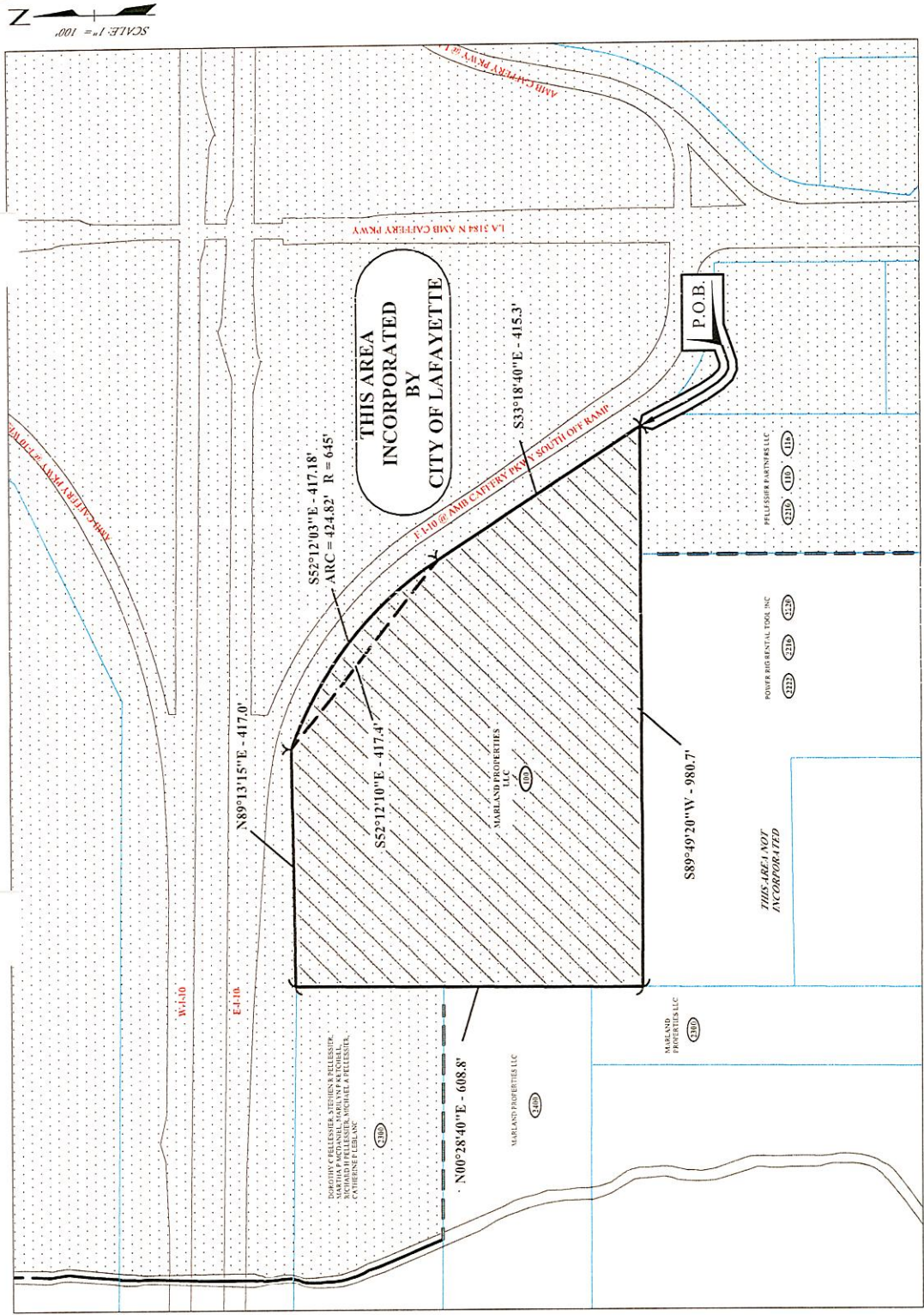
which is also the existing City of Lafayette corporate limits and the point of beginning, all as shown on the attached incorporation map prepared by Lafayette City – Parish Consolidated Government – Lafayette Utilities System, dated April 11, 2023 entitled, **MAP OF PROPOSED DE-ANNEXATION FOR CITY OF LAFAYETTE, LOUISIANA, CORPORATE LIMITS, LOCATED IN SECTION 21, T9S-R4E, 100 BLK AMBASSADOR CAFFERY PKWY DE-ANNEXATION – APPROX. 10.0 ACRES.**

SECTION 5: The Lafayette Mayor-President is hereby authorized to execute the Servitude Agreement for the property to be de-annexed in the same or substantially similar format as the drafts attached hereto.





SECTION 6: All ordinances or resolutions, or parts thereof, in conflict herewith are hereby repealed.

SECTION 7: This ordinance shall become effective upon the elapse of 30 days after publication or posting, pursuant to La. R.S. 33:173, *et seq.*

* * * * *



LEGEND

- P.O.B.  POINT OF BEGINNING
-  PROPOSED CITY OF LAFAYETTE DE-ANNEXATION AREA
-  EXISTING CITY OF LAFAYETTE CORPORATE LIMITS
-  ROADWAY EDGE

**MAP OF
PROPOSED DE-ANNEXATION
FOR CITY OF LAFAYETTE,
LOUISIANA, CORPORATE LIMITS,
LOCATED IN
SECTION 21, T9S-R4E
100 BLK AMBASSADOR CAFFERY
PKWY DE- ANNEXATION
APPROX. 10.0 ACRES**

NOTE: NO ACTUAL GROUND SURVEY PERFORMED. INFORMATION OBTAINED FROM A PLAT PREPARED BY FRED L. COLOMB, ACT NO. 1972-00592138, DATED AUGUST 22, 1972

Prepared by: Lafayette City - Parish Consolidated Government	Approved by: B.G.
Department: Lafayette Utilities System	
Date: April 11, 2012	Drawn by: EJC



Development Division

RECEIVED

JUL 28 2023

Lafayette Consolidated Government
Chief Administrative Officer

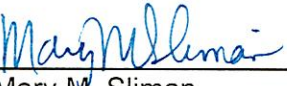
Internal Memorandum

Community Development & Planning Department
Development Division (9041)

TO: Cydra Wingerter
DATE: July 28, 2023
FROM: Mary Sliman
SUBJECT: De-annexation of property located near the 100 Block of North Ambassador Caffery Parkway.

Enclosed is a request for the de-annexation of property generally located Southwesterly of the Eastbound I-10 @ Ambassador Caffery Parkway off ramp, North of the Estate of Maurice Pellessier Plot 5 located at 2222 West Willow Street, and East of the Estate of Maurice Pellessier Plots 3 & 4 located on the south side of I-10. The original Act of annexation was adopted by the Lafayette City Council on July 09, 1991 (O-3841). For future planning purposes the de-annexation will allow the owner to consolidate the property into the City of Scott in order to make it easier for future development or sale of the property.

If the proposed ordinance meets with your approval, please place it on the Lafayette City Council agenda for introduction on **August 22, 2023**, with final adoption consideration on **September 05, 2023**.


Mary M. Sliman
Director

tfp

Enclosure

File: Abandonment

LAFAYETTE JOINT CITY COUNCIL MEETING

AGENDA ITEM SUBMITTAL FORM

- 1) **JUSTIFICATION FOR REQUEST:** When the I-10 off ramp was re-built it took away the access to the subject property causing it to be land-locked. The property owners requested a permit from DOTD for access from Ambassador Caffery Parkway but were denied. To gain access, the property owners purchase additional property, which is located in the City of Scott. The property owners now have three adjacent properties located in different jurisdiction. (i.e. the City of Scott, the City of Lafayette and the Parish of Lafayette). For future planning purposes the owners wish to consolidate the property in to the City of Scott in order to make it easier to deal with future development or sale of the property.
- 2) **ACTION REQUESTED:** Adoption of the attached ordinance to de-annex the subject property.
- 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) De-Annexation Plat (Exhibit A) (1 page)
- 5) **FISCAL IMPACT:**
- _____ Fiscal Impact (Explain)
- X No Fiscal Impact

RECOMMENDED BY:

Maun Sultan
DIRECTOR

APPROVED FOR AGENDA:

Cyba Winger
CHIEF ADMINISTRATIVE OFFICER

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF LAFAYETTE

SERVITUDE AGREEMENT

BE IT KNOWN, that on the days and dates hereinafter set forth, before the undersigned Notaries Public in and for the respective parishes/counties and states, duly commissioned and qualified as such, and in the presence of the undersigned competent witnesses personally came and appeared:

GRANTOR, a Legal Business Entity (Marland Properties LLC) and domiciled in the Parish of Lafayette, State of Louisiana, whose mailing address is PO Box 159, Carencro, LA 70520, represented herein by Andre Savoie (hereinafter referred to as "Grantor"),

and

CITY OF LAFAYETTE, a political subdivision of the State of Louisiana, whose mailing address is P.O. Box 4017-C, Lafayette, Louisiana 70502, represented herein by Joshua S. Guillory, Lafayette Mayor-President (hereinafter referred to as "Grantee"),

who declared that, for and in consideration of the mutual benefits, uses and advantages accruing to Grantor and Grantee by reason of the de-annexation of property currently owned by Grantor from the corporate limits of the City of Lafayette, pursuant to Ordinance Number CO-136-2023, duly adopted, which is incorporated herein by reference thereto, and for other good and valuable consideration, the full receipt and adequacy of which is hereby acknowledged, Grantor does hereby grant, transfer, convey, assign, set over and deliver unto and in favor of Grantee, its successors and assigns, the following:

1. Permanent Utilities Servitude. A fifteen (15') foot permanent personal servitude of rights of use, easement and right-of-way for the purpose of (1) installing, operating and maintaining such utility lines or facilities as Grantee, in its sole discretion, may see fit to provide (including, but not limited to water, sewer, electric, gas, and telecommunication line or facilities); and (2) installing, operating and/or maintaining all necessary appurtenances thereto (the "Permanent Utilities Servitude"), on, over, under, and across the property described hereinbelow, and any portions or subdivisions thereof, to provide any and all utilities services to any potential customers, said property being more accurately described as follows:

Beginning at a point on the existing City of Lafayette corporate limits, said point is the south easterly property corner of MARLAND PROPERTIES LLC and the north easterly property corner of PELLESIER PARTNERS LLC,
thence S89°45'20"W, a distance of approximately 980.7', along the southerly property line of MARLAND PROPERTIES LLC and the northerly property lines of PELLESIER PARTNERS LLC and POWER RIG RENTAL TOOL INC to a corner point,
thence N00°28'40"E, a distance of approximately 608.8', along the westerly property line of MARLAND PROPERTIES LLC to a corner point,
thence N89°13'15"E, a distance of approximately 417.0', along the northerly property line of MARLAND PROPERTIES LLC and the southerly right-of-way of LA DEPT OF TRANSPORTATION AND DEVELOPMENT (E-I-10) to a corner point,
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thence S33°18'40"E, a distance of approximately 415.3', along the easterly property line of MARLAND PROPERTIES LLC and the westerly right-of-way of LA DEPT

OF TRANSPORTATION AND DEVELOPMENT (E-I-10 @ Ambassador Caffery Pkwy South Off Ramp) to a corner point, which is also the existing City of Lafayette corporate limits and the point of beginning, all as shown on the attached incorporation map prepared by Lafayette City – Parish Consolidated Government – Lafayette Utilities System, dated April 11, 2023 entitled, MAP OF PROPOSED DE-ANNEXATION FOR CITY OF LAFAYETTE, LOUISIANA, CORPORATE LIMITS, LOCATED IN SECTION 21, T9S-R4E, 100 BLK AMBASSADOR CAFFERY PKWY DE-ANNEXATION - APPROX. 10.0 ACRES.

Grantee does hereby accept the above-described Permanent Utilities Servitude on the terms and conditions herein provided. Grantor and Grantee acknowledge that relative to and in connection with the servitude herein granted, Grantee shall have full, complete, and restricted use and enjoyment of such servitude and any and all rights afforded to Grantee by the laws of the State of Louisiana, subject to the terms, conditions and restrictions contained in this Servitude Agreement.

Grantor agrees and gives Grantee permission, at any time and from time to time, for the removal, cutting, and trimming of all improvements, trees, shrubs, and underbrush located over, on, within, under, through or across the Permanent Utilities Servitude that would, in Grantee's sole and uncontrolled discretion, hinder, disrupt, or interfere with Grantee's unrestricted use and enjoyment of the Permanent Utilities Servitude.

The existence of the Permanent Utilities Servitude shall not deprive Grantor of the use of the surface of the property encompassed within the Permanent Utilities Servitude, provided that such use shall not interfere with Grantee's unrestricted use and enjoyment of the Permanent Utilities Servitude. Notwithstanding anything to the contrary contained in this Servitude Agreement, Grantor shall not erect or construct buildings, other constructions, or permanent improvements over, on, under, or across the property encompassed within the Permanent Utilities Servitude. Upon Grantor's violation of this paragraph, Grantee shall have the right to demand the immediate removal of any such additional, increased, expanded, or moved buildings, constructions, or improvements upon the Perpetual Utilities Servitude.

In consideration for the execution of this Servitude Agreement, Grantee shall permit the de-annexation of Grantor's property described hereinabove, which is currently within the corporate limits of the City of Lafayette. Grantor acknowledges that the consideration provided herein constitutes full and final settlement for the servitude herein granted and for any and all diminution in the value of Grantors' remaining property as a result of the grant of such servitude for the purposes stated herein.

Grantor and Grantee agree that this Servitude Agreement may be executed in any number of counterparts. It shall not be necessary for the signatures of all persons to appear on each counterpart to bind any party. All counterparts shall collectively constitute a single instrument. Additionally, a signature or notarial acknowledgment page to any counterpart may be detached from such counterpart and thereafter attached to another identical counterpart without impairing the legal effect of the signatures. It shall not be necessary in making proof of this Servitude Agreement or for purposes of recordation to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties' signatories.

This Servitude Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

THUS DONE AND PASSED as to MARLAND PROPERTIES LLC (Andre Savoie), at Lafayette, Louisiana, on the 14 day of September, 2023, in the presence of the undersigned competent witnesses, who hereunto sign their names with Grantor and me, Notary, after due reading of the whole.

WITNESSES:

GRANTOR:

Peggy B. Boyd
(Signature of Witness Here)

Andre Savoie
Name

Peggy B. Boyd
(Name of Witness - Please Print)

C. Seneca
(Signature of Witness Here)

Marland Properties LLC
Name

Cecily Seneca
(Name of Witness - Please Print)

Elizabeth Briscoe
NOTARY PUBLIC
Print Name: Elizabeth Briscoe
Notary Identification No. 40088
(My commission expires upon death)



ACKNOWLEDGMENT BY SUBSCRIBING WITNESS

Before me, the undersigned notary, personally came and appeared: Peggy Boyd,
appearer, who first being by me sworn, did depose and say that she was one of the subscribing witnesses to the foregoing instrument; that the said instrument was signed by Grantor at Lafayette, Louisiana in the parish of Lafayette as their own free act and deed, for the uses and purposes therein set forth, in the presence of appearer and the other subscribing witness.

In witness whereof the said appearer has signed these presents before me in the presence of the undersigned competent witnesses on this 14th day of Sept, 2023.

Peggy B Boyd
Appearer,

Elizabeth Briscoe
NOTARY PUBLIC
Print Name: Elizabeth Briscoe
Notary Identification No. 40088
(My commission expires upon death)



THUS DONE AND PASSED as to CITY OF LAFAYETTE at Lafayette, Louisiana, on the _____ day of _____, 2023, in the presence of the undersigned competent witnesses, who hereunto sign their names with Grantee and me, Notary, after due reading of the whole.

WITNESSES:

(Signature of Witness Here)

(Name of Witness - Please Print)

(Signature of Witness Here)

(Name of Witness - Please Print)

GRANTEE:

CITY OF LAFAYETTE

By: _____
Joshua S. Guillory
Lafayette Mayor-President

NOTARY PUBLIC
Print Name: _____
Notary Identification No. _____
(My commission expires _____)

Meeting of the Board of Directors
Of
Marland Properties

A meeting of the Members of Marland Properties, was held on January 3, 2023, whereby a resolution was passed authorizing Andre Savoie to sign on behalf of Marland Properties of Carencro, LA, which by his signature can enter into any and all contractual obligations on behalf of this company.



Eddie Blanchard, Member

DISPOSITION OF ORDINANCE NO. CO-136-2023

1. This ordinance was introduced:
September 5, 2023
YEAS: Lewis, Naquin,
Hebert, Cook, Lazard

NAYS: None

ABSENT: None

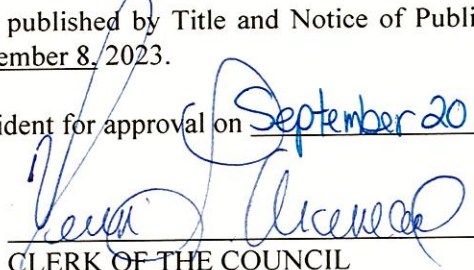
ABSTAIN: None

Final disposition by Council:
September 19, 2023
YEAS: Lewis, Naquin,
Lazard

NAYS: Hebert, Cook

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 September 8, 2023.
3. This ordinance was presented to the Mayor-President for approval on September 20, 2023, at 2:15 o'clock P.m.



CLERK OF THE COUNCIL
4. Disposition by Mayor-President:

I hereby:

A. Approve this ordinance, the 21st day of SEPTEMBER, 2023, at 10:45 o'clock A.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 28, 2023, at 3:19 o'clock P.m.
6. Reconsideration by Council (if vetoed):

On _____, 2023, 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 _____, 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 22, 2023.

