

ORDINANCE NO. 22-

The following Ordinance was offered by Commissioner Rousselle who moved its adoption:

1 An Ordinance to create the Legal Department and the position of Executive
2 Counsel of the Plaquemines Port, Harbor & Terminal District; to amend the 2022
3 General Fund, Manpower Structure and Operating Expenditure Budget to provide
4 for the Legal Department; and otherwise to provide with respect thereto.

5 WHEREAS, the Plaquemines Port, Harbor & Terminal District (“Port”) has been operating
6 without in-house legal counsel, choosing instead to engage outside legal counsel; and
7

8 WHEREAS, the Port is at a stage in its development that it will be better served by having an in-
9 house Legal Department; and
10

11 WHEREAS, a Port Legal Department will be a more effective and efficient means of providing
12 the legal services that the Port needs as it moves forward;
13

14 NOW, THEREFORE:

15 BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL AS THE SOLE
16 GOVERNING AUTHORITY OF THE PLAQUEMINES PORT, HARBOR & TERMINAL
17 DISTRICT THAT:

SECTION 1

18 There is hereby created a Legal Department within the administration of the Plaquemines Port,
19 Harbor and Terminal District (“Port”).
20

21 The Legal Department shall include the position of:
22

23 Executive Counsel

- 24
- 25 a. The position of Executive Counsel shall be a full-time unclassified position, with all of the
26 benefits thereof.
 - 27 b. A candidate for Executive Counsel shall hold a valid license to practice law in the State of
28 Louisiana, and have held such license for not less than ten (10) years prior to appointment
29 years plus a minimum of six years of experience as a practicing attorney prior to
30 appointment.
 - 31 c. The Executive Counsel contract shall be approved by the Plaquemines Parish Council
32 which shall be considered the appointing authority.
 - 33 d. The Chairman and Executive Director of the Plaquemines Port, Harbor and Terminal
34 District shall receive all applications; however, no less than three applications shall be
35 submitted to the Board for consideration no later than May 26, 2022, and within thirty days
36 of any future vacancy in the position.
 - 37 e. The applicants shall each appear before the full Council for a final interview, during which
38 the individual Council Members may ask questions to the applicants.
 - 39 f. Following the interviews the Council, by a majority vote of the members present, may
40 select one of the applicants or reject all of the applicants.
 - 41 g. The Executive Counsel shall work cooperatively with the Executive Director and other
42 Port staff. The Executive Counsel shall report directly to the Board.
 - 43 h. The Executive Counsel shall provide for the day-to-day legal services and provide legal
44 advice to the Port, the Port staff, and the Plaquemines Parish Council, as the Sole
45 Governing Authority of the Plaquemines Port, Harbor & Terminal District.
 - 46 i. The Executive Counsel shall attend all meetings of the Plaquemines Parish Council acting
47 as the Sole Governing Authority of the Plaquemines Port.
48
- 49

SECTION 2

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51 The Legal Department and the position of Executive Counsel shall take effect on July 1, 2022;
52 however, this ordinance shall be immediately effective so as to provide for the direction and
53 authorization of various activities to support that the position of Executive Counsel be filled, so as
54 to begin on July 1, 2022.

- 55 To facilitate the recruitment and hiring of the Executive Counsel, the Executive Director shall:
- 56 • Communicate with the Plaquemines Parish Civil Service Department to facilitate the
- 57 creation of the unclassified position of Executive Counsel and report back to the Council
- 58 in the event any additional actions are required;
- 59 • Direct Port staff to incorporate the Legal Department and the position of Executive Counsel
- 60 into the adopted 2022 General Fund Budget for the Port, with a beginning salary for the
- 61 position of \$125,000 per year;
- 62 • Direct Port staff to take such efforts as are reasonable and prudent to advertise for the new
- 63 position of Executive Counsel, including advertisements in regional newspapers and other
- 64 media within seven days of the adoption of this ordinance.
- 65

66 SECTION 3

67 The Secretary of this Council is hereby authorized and directed to immediately certify and release

68 this Ordinance and that the employees and officials of the Plaquemines Port, Harbor and Terminal

69 District and the Plaquemines Parish Civil Service Department are authorized to carry out the

70 purposes of this Ordinance, both without further reading and approval by the Plaquemines Parish

71 Council.

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73

ORDINANCE NO. 22-

The following Ordinance was offered by Commissioner Rousselle who moved its adoption:

1 An Ordinance approving two documents, each entitled Amendment and Restated
2 Right-of-Way Instrument (one the “Transmission Amendment”, and one the
3 “Distribution Amendment”, and collectively the “Amendments”), between
4 Plaquemines Port, Harbor and Terminal District, and Entergy Louisiana, LLC
5 (“Entergy”), and authorizing and directing Maynard Sanders, Executive Director
6 of the Plaquemines Port, Harbor & Terminal District (the “Port”), to execute the
7 Amendments whereby land owned by the Port will be subject to two servitudes,
8 the first which is more fully described in the Transmission Amendment, and its
9 exhibits, an *en globo* copy of which is attached as Exhibit 1, and the second which
10 is more fully described in the Distribution Amendment, and its exhibits, an *en*
11 *globo* copy of which is attached as Exhibit 2; and otherwise to provide with
12 respect thereto.

13
14 WHEREAS, the Port is the owner of property, all as more fully described in Exhibit B to each of
15 the Amendments, upon which the Port seeks approval to grant Entergy the amended rights-of-
16 way, in order to reasonably accommodate the development by the Port’s tenant, Venture Global
17 Plaquemines LNG, LLC (“VG Plaquemines”) of its project, which reasonable accommodation is
18 expressly contained within the terms of the long-term lease between the Port and VG
19 Plaquemines; and

20
21 WHEREAS, the granting of approval for the Port to enter into the Amendments is without
22 monetary consideration between the parties, but is for a public purpose that comports with
23 governmental purposes for which the Port has legal authority to pursue; the Amendment is not
24 gratuitous, and the Port has a demonstrable, objective, and reasonable expectation of receiving at
25 least equivalent value in exchange for the execution of the Amendments; and

26
27 WHEREAS, the Plaquemines Parish Council as the sole governing authority of the Plaquemines
28 Port, Harbor and Terminal District desires to allow Plaquemines Port, Harbor and Terminal
29 District, through Maynard Sanders, Executive Director to enter into the referenced Amendments,
30 the terms of which are more fully described in attached Exhibits 1 and 2;

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32 NOW, THEREFORE:

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34 BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL, AS THE SOLE
35 GOVERNING AUTHORITY OF THE PLAQUEMINES PORT, HARBOR AND TEMINAL
36 DISTRICT, THAT:

SECTION 1

37
38 It hereby authorizes and directs the Executive Director to execute the Amendments, as set forth
39 in attached Exhibit 1 and Exhibit 2.

SECTION 2

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41
42
43 The Secretary of this Council is hereby authorized and directed to immediately certify and
44 release this Ordinance and that Port employees and officials are authorized to carry out the
45 purposes of this Ordinance, both without further reading and approval by the Plaquemines Parish
46 Council.
47
48

AMENDED AND RESTATED RIGHT-OF-WAY INSTRUMENT
ENERGY LOUISIANA, LLC

This Amended and Restated Right-of-Way Instrument (this "Amendment") is entered into as of this ____ day of _____, 2022 (the "Effective Date"), by and between:

PLAQUEMINES PORT, HARBOR AND TERMINAL DISTRICT, a political subdivision of the Plaquemines Parish Government and the State of Louisiana, ("Grantor"), whose mailing address is 8056 Highway 23, Third Floor, Belle Chasse, LA 70037, and

ENERGY LOUISIANA, LLC, ("Grantee"), a Texas limited liability company, whose mailing address is _____.

BACKGROUND

- A. By those right of way and servitude agreements more specifically described in Exhibit A attached hereto, Grantor's predecessors-in-interest granted Grantee, or its predecessors-in-interest, rights of way and servitudes as more fully described therein ("Historical Servitudes").
- B. Grantor is the owner of the property more fully described in Exhibit B attached hereto.
- C. To the extent that the Historical Servitudes are rights of way and servitudes used for Grantee's distribution lines, Grantor and Grantee desire to partially amend and restate the Historical Servitudes to the extent and only to the extent that said Historical Servitudes affect Grantor's property more fully described in Exhibit B attached hereto upon the following terms and conditions.

AMENDED AND RESTATED INSTRUMENT

KNOW ALL MEN BY THESE PRESENTS THAT: PLAQUEMINES PORT, HARBOR AND TERMINAL DISTRICT, a political subdivision of the Plaquemines Parish Government and the State of Louisiana, whose permanent mailing address is 8056 Highway 23, Third Floor, Belle Chasse, LA 70037, acting individually, and for, and on behalf of, my/our heirs, successors, assigns and any other person claiming the ownership to the property hereinafter described, collectively "Grantor" for and in consideration of One Dollar, in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, assign, convey unto and warrant and defend Entergy Louisiana, LLC, and its successors and assigns, collectively "Grantee", a right-of-way, servitude and easement for the location, construction, reconstruction, improvements, repairs, operation, inspection, patrol, replacement and maintenance of electric power and communication facilities, or the removal thereof, now or in the future, including, but not necessarily limited to, poles, cross arms, insulators, wires, cables, conduits, hardware, transformers, switches, guy wires, anchors and other equipment, structures, material and appurtenances, now or hereafter used, useful or desired in connection therewith by Grantee over, across, under or on that land of Grantor in the Parish of Plaquemines, State of Louisiana described as follows, to-wit:

See Exhibit B attached hereto and made a part hereof.

The location of the right-of-way and servitude herein granted on the above-described property is more fully shown in red on that Drawing 2019_0594_DISTRIBUTION-1_EASEMENT A-1.DWG, dated March 17, 2022 and Drawing 2019_0594_DISTRIBUTION-1_EASEMENT EXHIBIT C-SOUTH.DWG, dated July 27, 2021, a copies of which is attached hereto and made a part hereof as Exhibit C.

Grantee shall have the full and continuing right to clear and keep clear trees, limbs, and/or other vegetation which the Grantee considers a hazard to any of its electric power or communications facilities or a hazard to the rendering of adequate and dependable service to Grantor or any of Grantee's customers, by use of a variety of methods used in the vegetation management industry.

Grantor shall not construct or permit the construction of any structure, obstruction or other hazard within the said right-of-way, including but not limited to, house, barn, garage, shed, pond, pool or well, excepting only Grantor's fence(s) and Grantee's facilities, and except as expressly set forth below. Grantor shall not construct or permit the construction of any buildings or other structures on land adjoining said right-of-way in violation of the minimum clearances from the lines and facilities of Grantee, as provided in the National Electric Safety code.

Grantor retains for itself, its successors and assigns, to which Grantee hereby consents, the right fully to use and enjoy the property covered by the right of way insofar as such use by Grantor does not unreasonably interfere with the use and enjoyment by Grantee of the right of way and servitude herein granted. Specifically, but not by way of limitation, Grantor reserves for itself, its successors and assigns, to which Grantee hereby consents, the right to encroach upon and cross the servitude and right of way and install, operate, improve, reconstruct, replace, repair, inspect, patrol, maintain, modify and/or remove roads, streets, railroads, pipelines, sewer lines, drainage ditches, or

other utilities or facilities, including, but not by way of limitation the improvements and crossings more fully depicted in Exhibit D attached hereto and made a part hereof; provided, however, any such facilities constructed by Grantor shall, at Grantor's expense, conform to the National Electrical Safety Code and any and all other applicable laws, regulations or codes with regard to Grantee's facilities constructed hereunder. Except to the extent already depicted in Exhibit D, Grantor agrees to notify Grantee of any such encroachments.

If at any time hereafter, in the opinion of Grantor, the requirements of Grantor's operations make it necessary for Grantor to have full possession of the above-described property, Grantee hereby agrees, at Grantor's sole cost and expense, to relocate all or such portion of Grantee's electrical lines and electrical facilities to some other mutually acceptable location on Grantor's property; and Grantor hereby agrees to execute new servitudes, at no cost to Grantee, covering the new locations and containing the same terms and conditions set forth herein.

[signatures on following pages]

STATE OF LOUISIANA

PARISH OF PLAQUEMINES

THUS DONE AND SIGNED by Grantor at _____, State of Louisiana on this _____ day of _____, 2022 in the presence of the two undersigned competent witnesses and me, Notary, after a due reading of the whole.

WITNESSES:

GRANTOR:

**PLAQUEMINES PORT, HARBOR AND
TERMINAL DISTRICT,**
a political subdivision of the Plaquemines Parish
Government and the State of Louisiana

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

Notary Public

My commission expires: _____
Printed name of Notary: _____
Notary Identification Number: _____

STATE OF _____

COUNTY/PARISH OF _____

THUS DONE AND SIGNED by Grantee at _____, State of _____, on this _____ day of _____, 2022 in the presence of the two undersigned competent witnesses and me, Notary, after a due reading of the whole.

WITNESSES:

GRANTEE:

ENTERGY LOUISIANA, LLC

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

Notary Public

My commission expires: _____

Printed name of Notary: _____

Notary Identification Number: _____

EXHIBIT A

Historical Servitudes

1. Right of Way Instrument dated August 23, 2006 granted by CLL Limited Partnership, LTD. in favor of Entergy Louisiana, LLC, recorded September 6, 2006 at COB 1123, Page 859, File No. 2006-00005198, official records of Plaquemines Parish, Louisiana.
2. Right of Way Instrument dated August 23, 2006 granted by Citrus Lands Coal Terminal, LLC in favor of Entergy Louisiana, LLC, recorded September 6, 2006 at COB 1123, Page 855, File No. 2006-00005197, official records of Plaquemines Parish, Louisiana.
3. Right of Way Permit dated October 5, 1993 by and between Citrus Lands Coal Terminal, Inc. and Louisiana Power & Light Company, recorded October 19, 1993 at COB 818, Folio 349, File No. 1993-00000045, official records of Plaquemines Parish, Louisiana.
4. Right of Way Permit dated October 5, 1993 by and between CLL Limited Partnership, LTD., Citrus Lands of LA, Inc., General Partner, and Louisiana Power & Light Company, recorded October 19, 1993 at COB 818, Folio 338, File No. 1993-00000044, official records of Plaquemines Parish, Louisiana.
5. Right of Way Permit dated September 19, 1989 by and between Citrus Lands of Louisiana, Inc., II, and Louisiana Power & Light Company, recorded October 2, 1989 at COB 717, Folio 818, File No. 1989-00000116, official records of Plaquemines Parish, Louisiana.
6. Right of Way Permit dated January 21, 1975 by and between Citrus Lands of Louisiana, Inc. and Louisiana Power & Light Company, recorded January 27, 1975 at COB 414, Folio 183, File No. 1975-00000039, official records of Plaquemines Parish, Louisiana.
7. Right of Way Permit dated December 9, 1967 by and between Louisiana Citrus Lands, Inc. and Louisiana Power & Light Company, recorded December 13, 1967 at COB 319, Folio 698, File No. 1967-00000146, official records of Plaquemines Parish, Louisiana.
8. Right of Way granted by Oliver S. Livaudais in favor of Louisiana Power & Light Company, recorded October 1, 1935 at COB 79, Folio 106, File No. 1935-00000106, official records of Plaquemines Parish, Louisiana.
9. Right of Way granted by Oliver S. Livaudais, Jr. in favor of Louisiana Power & Light Company, recorded October 1, 1935 at COB 79, Folio 91, File No. 1935-00000091, official records of Plaquemines Parish, Louisiana.
10. Right of Way granted by Oliver S. Livaudais in favor of Louisiana Power & Light Company, recorded October 1, 1935 at COB 79, Folio 89, File No. 1935-00000089, official records of Plaquemines Parish, Louisiana.
11. Right of Way granted by Oliver S. Livaudais in favor of Louisiana Power & Light Company, recorded October 1, 1935 at COB 79, Folio 85, File No. 1935-00000085, official records of Plaquemines Parish, Louisiana.

EXHIBIT B

Grantor's Property

TRACT DR-5

A CERTAIN PARCEL OF LAND, together with and inclusive of batture and all batture rights, thereunto belonging or in anywise appertaining situated in the Parish of Plaquemines, State of Louisiana on the right descending bank of the Mississippi River, situated in Township 17 South, Range 25 East, Sections 1 and 2, and Township 17 South, Range 26 East, Sections 21 and 22, Deer Range Plantation, Plaquemines Parish, Louisiana and being more fully described as follows:

Commencing and Beginning at the point of intersection of the common line of Tract DR-1 and Tract DR-5 of Deer Range Plantation, with the northeasterly right of way of Louisiana State Highway Number 23, said point being marked with a 2 inch iron pipe and having a 1983 Louisiana State Plane Coordinate (South Zone) of X=3,738,050.70 feet and Y=405,989.68 feet; thence North 33 degrees 22 minutes 41 seconds East, along said common line to the point of intersection with the Mean Low Water Plane of the Mississippi River a distance of 1,020 feet, more or less;

Thence downriver along said Mean Low Water Plane of the Mississippi River to the point of intersection with the upriver line of parcel B-1, a distance of 7,105 feet, more or less;

Thence, South 4 degrees 45 minutes 47 seconds West along said upriver line of parcel B-1 to the point of intersection with the northerly line of the State of Louisiana Tract 1-2, a distance of 655 feet, more or less;

Thence along said northerly line of the State of Louisiana Tract 1-2 for the next three courses;

Thence North 85 degrees 14 minutes 09 seconds West to the point of curvature of a curve concave to the right, a distance of 2,223.67 feet;

Thence along said curve concave to the right having a radius of 2864.90 feet, a length of 926.69 feet and a chord bearing North 75 degrees 58 minutes 10 seconds West for a distance of 922.65 feet to the point of tangency;

Thence North 66 degrees 42 minutes 10 seconds West to the point of intersection with the common line of the State of Louisiana Tract 1-2 and the State of Louisiana Tract 1-1, a distance of 4,100.85 feet to a point;

Thence along the northerly line of the State of Louisiana Tract 1-1 for the next three courses;

Thence North 66 degrees 42 minutes 10 seconds West to the point of curvature of a curve concave to the left, a distance of 76.43 feet;

Thence along said curve concave to the left having a radius of 7529.44 feet, a length of 250.73 feet and a chord bearing North 67 degrees 39 minutes 01 second West for a distance of 250.72 feet to the point of tangency;

Thence North 68 degrees 35 minutes 53 seconds West a distance of 49.54 feet to a point;

Thence North 33 degrees 22 minutes 41 seconds East a distance of 146.56 feet to the point of intersection with the northeasterly right of way of Louisiana State

Highway Number 23, and the POINT OF BEGINNING.

The above described parcel contains 176.64 acres in total, more or less, and is all and more fully shown on the Map of ALTA/ACSM Survey, Tract DR-3 and Tract DR-5, Deer Park Plantation, Plaquemines Parish, Louisiana, by Hugh McCurdy III, PLS dated July 30, 2012. Bearings refer to the Lambert Grid Meridian.

and

TRACT DR-3

A CERTAIN PARCEL OF LAND, together with and inclusive of batture and all batture rights thereunto belonging or in anywise appertaining situated in the Parish of Plaquemines, State of Louisiana on the right descending bank of the Mississippi River, situated in Township 17 South, Range 25 East, Sections 1, 2 and 3, Deer Range Plantation, Plaquemines Parish, Louisiana and being more fully described as follows:

Commencing as the point of intersection of the common line of Tract DR-1 and Tract DR-5 of Deer Range Plantation, with the northeasterly right of way of Louisiana State Highway Number 23, said point being marked with a 2 inch iron pipe and having a 1983 Louisiana State Plane Coordinate (South Zone) of X=3,738,050.70 feet and Y=405,989.68 feet; thence South 33 degrees 22 minutes 41 seconds West, along said common line a distance of 61.24 feet to the point of intersection with a line 50.00 feet northerly of the centerline of the old highway (southbound lane), said line being the southwesterly line of Tract DR-1; thence continuing South 33 degrees 22 minutes 41 seconds West to the point of intersection with the northeasterly line of the State of Louisiana Tract 1-1, a distance of 85.32 feet, thence continuing South 33 degrees 22 minutes 41 seconds West across State of Louisiana Tract 1-1, a distance of 81.36 feet to the point of intersection with the southwesterly line of said State of Louisiana Tract 1-1, said point also being the point of intersection with the common line of Tracts DR-2A and DR-3 and the POINT OF BEGINNING.

Thence South 59 degrees 39 minutes 03 seconds East, along the common line of said Tract 1-1 and DR-3, a distance of 115.82 feet to a point;

Thence South 66 degrees 42 minutes 54 seconds East, continuing along said common line of said Tract 1-1 and DR-3 to the point of intersection with the common line of said Tract 1-1 and the State of Louisiana Tract 1-2 distance of 272.80 feet.

Thence continuing South 66 degrees 42 minutes 54 seconds East, along the common line of said Tract 1-2 and DR-3, a distance of 2927.20 feet to a point.

Thence South 66 degrees 13 minutes 10 seconds East, continuing along said common line to the point of intersection with the common line of Tract DR-3 and DR-4, a distance of 1,044.29 feet.

Thence South 32 degrees 33 minutes 49 seconds West, along said common line to the point of intersection with the common line of Duckland, L.L.C. and DR-3, a distance of 4,376.91 feet;

Thence North 77 degrees 09 minutes 29 seconds West, along said common line of Duckland, L.L.C. and DR-3 a distance of 2,359.62 feet to a point.

Thence North 52 degrees 40 minutes 26 seconds West continuing along the common line of Duckland, L.L.C. and DR-3 to the point of intersection with the common line of Tract DR-2A and DR-3, a distance of 2,153.48 feet.

Thence North 33 degrees 22 minutes 41 seconds East, a distance of 4,314.92 feet along said common line to the point of intersection with the common line of State of Louisiana Tract 1-1 and DR-3, and the POINT OF BEGINNING.

The above described parcel contains 456.000 acres in total, more or less, and is all and more fully shown on the Map of ALTA/ACSM Survey, Tract DR-3, Deer Park Plantation, Plaquemines Parish, Louisiana, by Hugh McCurdy III, PLS dated July 30, 2012. Bearings refer to the Lambert Grid Meridian.

and

TRACT DR-4A

80.142 ACRES, MORE OF LESS, OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND CONSISTING OF A PORTION OF TRACT DR-4A, SITUATED IN SECTION 1 & 15, TOWNSHIP 17 SOUTH, RANGE 25 EAST AND IN SECTIONS 21 & 22, TOWNSHIP 17 SOUTH, RANGE 26 EAST, PLAQUEMINES PARISH, LOUISIANA, HAVING AN AREA OF 128.809 ACRES MORE OF LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT HAVING LOUISIANA STATE PLANE COORDINATES OF EASTING (X) = 3,743,117.90' AND NORTHING (Y) = 403,825.10', ALSO BEING THE POINT OF BEGINNING LABELED P.O.C. / P.O.B. 2;

THENCE S 24°36'16" W A DISTANCE OF 3,795.83 FEET TO A POINT;
THENCE N 79°36'21" W A DISTANCE OF 25.17 FEET TO A POINT;
THENCE S 58°01'57" W A DISTANCE OF 135.52 FEET TO A POINT;
THENCE N 77°09'42" W A DISTANCE OF 1,680.35 FEET TO A POINT;
THENCE N 32°37'59" E A DISTANCE OF 4,001.34 FEET TO A POINT;
THENCE S 66°00'41" E A DISTANCE OF 10.99 FEET TO A FOUR (4) INCH CONCRETE MONUMENT (DISTURBED);
THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 753.03', WITH A RADIUS OF 2,329.55', WITH A CHORD BEARING OF S 75°59'56" E, WITH A CHORD LENGTH OF 749.75 FEET TO A FOUND FOUR (4) INCH CONCRETE MONUMENT (DISTURBED);
THENCE S 85°12'37" E A DISTANCE OF 464.81 FEET TO THE POINT OF BEGINNING LABELED P.O.C. /P.O.B. 2.

and

TRACT F-1

410.043 ACRES, MORE OF LESS, OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND CONSISTING OF A PORTION OF TRACT F-1, SITUATED IN SECTION 15, TOWNSHIP 17 SOUTH, RANGE 25 EAST AND IN SECTIONS 20 & 21, TOWNSHIP 17 SOUTH, RANGE 26 EAST, PLAQUEMINES PARISH, LOUISIANA, HAVING AN AREA OF 441.376 ACRES MORE OF LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

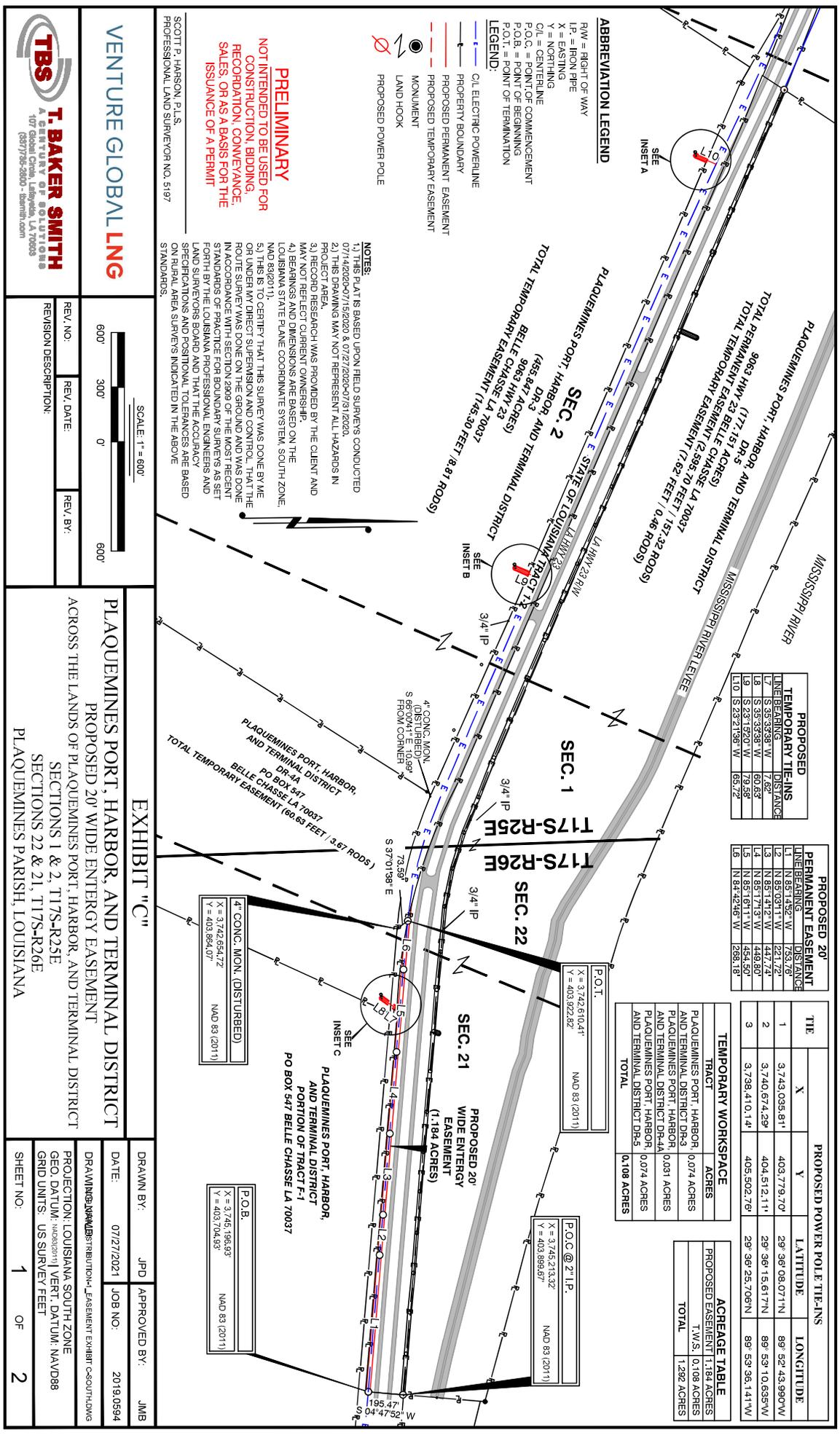
BEGINNING AT A POINT HAVING LOUISIANA STATE PLANE COORDINATES OF EASTING (X) = 3,743,117.90' AND NORTHING (Y) = 403,825.10', ALSO BEING THE POINT OF BEGINNING LABELED P.O.C. /

P.O.B. 2;

THENCE S 85°12'37" E A DISTANCE OF 3,567.47 FEET TO A FOUND FOUR (4) INCH CONCRETE MONUMENT (DISTURBED);
THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 710.72', WITH A RADIUS OF 18,260.82', WITH A CHORD BEARING OF S 84°09'26" E, WITH A CHORD LENGTH OF 710.68 FEET TO A FOUND FOUR (4) INCH CONCRETE MONUMENT (DISTURBED);
THENCE S 83°02'32" E A DISTANCE OF 720.94 FEET TO A FOUND 1/2" IRON PIPE;
THENCE S 23°36'56" W A DISTANCE OF 734.62 FEET TO A FOUND 3/4" IRON PIPE;
THENCE S 23°36'56" W A DISTANCE OF 400.17 FEET TO A FOUND 3/4" IRON PIPE;
THENCE S 23°36'56" W A DISTANCE OF 423.11 FEET TO A FOUND 3/4" IRON PIPE (BENT);
THENCE S 23°36'56" W A DISTANCE OF 2,694.44 FEET TO A POINT;
THENCE N 67°57'32" W A DISTANCE OF 59.13 FEET TO A POINT;
THENCE N 79°36'21" W A DISTANCE OF 4,879.82 FEET TO A POINT;
THENCE N 24°36'16" E A DISTANCE OF 3,795.83 FEET TO THE POINT OF BEGINNING LABELED P.O.C. / P.O.B. 2.

EXHIBIT C

Drawings



ABBREVIATION LEGEND
 RW = RIGHT OF WAY
 IP = IRON PIPE
 X = EASTING
 Y = NORTHING
 O.C. = CENTERLINE
 P.O.B. = POINT OF BEGINNING
 P.O.T. = POINT OF TERMINATION
LEGEND:
 — O.C. ELECTRIC POWERLINE
 — PROPERTY BOUNDARY
 — PROPOSED PERMANENT EASEMENT
 — PROPOSED TEMPORARY EASEMENT
 — MONUMENT
 — LAND HOOK
 — PROPOSED POWER POLE

PRELIMINARY
 NOT INTENDED TO BE USED FOR
 CONSTRUCTION, BIDDING,
 RECOOPERATION, CONVEYANCE
 SALES, OR AS A BASIS FOR THE
 ISSUANCE OF A PERMIT

SCOTT P. HARRISON, P.L.S.
 PROFESSIONAL LAND SURVEYOR NO. 5197

VENTURE GLOBAL LNG

T. BAKER SMITH
 A GEOMETRY OF SOLUTIONS
 107 Global Center, Lafayette, LA 70503
 (887)736-2800 - tbsmith.com

SCALE: 1" = 600'
 600' 300' 0' 600'
 REV. NO. REV. DATE REV. BY:
 REVISION DESCRIPTION:

EXHIBIT "C"
 PLAQUEMINES PORT, HARBOR, AND TERMINAL DISTRICT
 PROPOSED 20' WIDE ENERGY EASEMENT
 ACROSS THE LANDS OF PLAQUEMINES PORT, HARBOR, AND TERMINAL DISTRICT
 SECTIONS 1 & 2, T17S-R25E
 SECTIONS 22 & 21, T17S-R26E
 PLAQUEMINES PARISH, LOUISIANA

DRAWN BY: JPD APPROVED BY: JMB
 DATE: 07/27/2021 JOB NO.: 2019.0594
 DRAWING NUMBER: DISTRIBUTION - EASEMENT EXHIBIT C-SOUTH.DWG
 PROJECTION: LOUISIANA SOUTH ZONE
 GEO. DATUM: NAD83(2011) VERT. DATUM: NAVD83
 GRID UNITS: US SURVEY FEET
 SHEET NO. 1 OF 2

PROPOSED TEMPORARY TIE-INS

LINE BEARING	DISTANCE
N 85°14'52" W	793.76'
N 85°09'11" W	1231.72'
N 85°14'12" W	442.67'
N 85°16'11" W	454.80'
S 23°21'56" W	79.58'
S 23°21'56" W	65.72'

PROPOSED 20' PERMANENT EASEMENT

LINE BEARING	DISTANCE
N 85°14'52" W	793.76'
N 85°09'11" W	1231.72'
N 85°14'12" W	442.67'
N 85°16'11" W	454.80'
S 23°21'56" W	79.58'
S 23°21'56" W	65.72'

PROPOSED POWER POLE TIE-INS

TIE	X	Y	LATITUDE	LONGITUDE
1	3,743,035.81'	403,779.70'	29° 36' 08.071"N	89° 52' 43.990"W
2	3,740,674.29'	404,512.11'	29° 36' 15.617"N	89° 53' 10.635"W
3	3,738,410.14'	405,502.76'	29° 36' 25.706"N	89° 53' 56.141"W

TEMPORARY WORKSPACE

TRACT	ACRES
PLAQUEMINES PORT HARBOR AND TERMINAL DISTRICT DR-3	0.074 ACRES
PLAQUEMINES PORT HARBOR AND TERMINAL DISTRICT DR-4A	0.031 ACRES
PLAQUEMINES PORT HARBOR AND TERMINAL DISTRICT DR-5	0.074 ACRES
TOTAL	0.108 ACRES

ACREAGE TABLE

PROPOSED EASEMENT T.W.S.	ACRES
TOTAL	1.282 ACRES

NOTES:
 1. THIS PLAT IS BASED UPON FIELD SURVEYS CONDUCTED 07/14/2020-07/15/2020 & 07/27/2020-07/31/2020.
 2. THIS DRAWING MAY NOT REPRESENT ALL HAZARDS IN PROJECT AREA.
 3. RECORD RESEARCH WAS PROVIDED BY THE CLIENT AND MAY NOT REFLECT CURRENT OWNERSHIP.
 4. BOUNDARIES AND DIMENSIONS ARE BASED ON THE ADJACENT PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 83(2011).
 5. THIS IS TO CERTIFY THAT THIS SURVEY WAS DONE BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL, THAT THE ROUTE SURVEY WAS DONE ON THE GROUND AND WAS DONE IN ACCORDANCE WITH SECTION 2009 OF THE MOST RECENT STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS AS SET FORTH BY THE LOUISIANA PROFESSIONAL ENGINEERS AND LAND SURVEYORS BOARD AND THAT THE ACCURACY SPECIFICATIONS AND POSITIONAL TOLERANCES ARE BASED ON RURAL AREA SURVEYS INDICATED IN THE ABOVE STANDARDS.

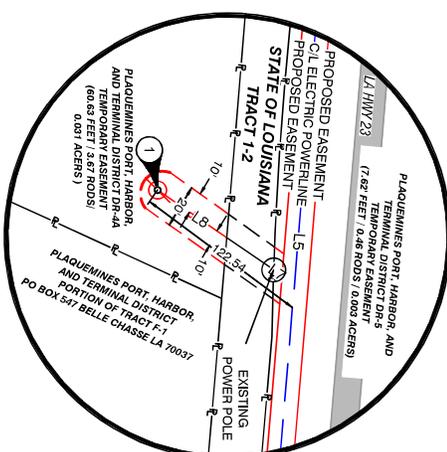
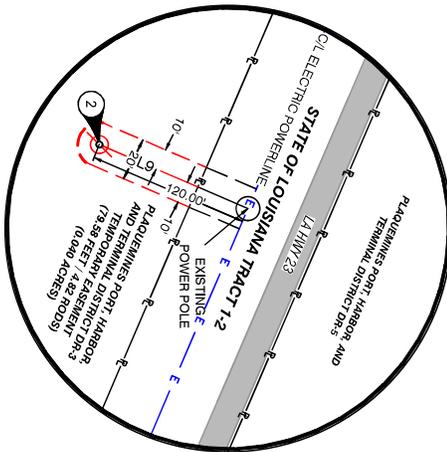
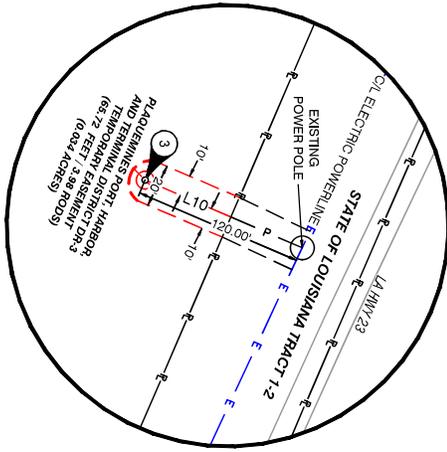
4" CONC. MON. (DISTURBED)
 X = 3742.85472 Y = 403.898407 NAD 83 (2011)

P.O.B.
 X = 3745.19683 Y = 403.70493 NAD 83 (2011)

P.O.T.
 X = 3742.81041 Y = 403.922382 NAD 83 (2011)

P.O.C. @ 2" IP.
 X = 3745.21332 Y = 403.89887 NAD 83 (2011)

TEMPORARY WORKSPACE	
TRACT	ACRES
PLAQUEMINES PORT, HARBOR, AND TERMINAL DISTRICT DR-3	0.074 ACRES
PLAQUEMINES PORT, HARBOR, AND TERMINAL DISTRICT DR-4A	0.031 ACRES
PLAQUEMINES PORT, HARBOR, AND TERMINAL DISTRICT DR-5	0.074 ACRES
TOTAL	0.108 ACRES



PRELIMINARY
 NOT INTENDED TO BE USED FOR
 CONSTRUCTION, BIDDING,
 RECOUPATION, CONVEYANCE,
 SALES, OR AS A BASIS FOR THE
 ISSUANCE OF A PERMIT

NOTES:
 1.) THIS PLAT IS BASED UPON FIELD SURVEYS CONDUCTED 07/14/2020-07/15/2020 & 07/27/2020-07/28/2020.
 2.) THIS DRAWING MAY NOT REPRESENT ALL HAZARDS IN PROJECT AREA.
 3.) RECORD RESEARCH WAS PROVIDED BY THE CLIENT AND MAY NOT REFLECT CURRENT OWNERSHIP.
 4.) BEARINGS AND DIMENSIONS ARE BASED ON THE LOUISIANA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 83(2011).
 5.) THIS IS TO CERTIFY THAT THIS SURVEY WAS DONE BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL, THAT THE ROUTE SURVEY WAS DONE ON THE GROUND AND WAS DONE IN ACCORDANCE WITH SECTION 2909 OF THE MOST RECENT STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS AS SET FORTH BY THE LOUISIANA PROFESSIONAL ENGINEER AND LAND SURVEYORS BOARD AND THAT THE ACCURACY SPECIFICATIONS AND POSITIONAL TOLERANCES ARE BASED ON RURAL AREA SURVEYS INDICATED IN THE ABOVE STANDARDS.

LEGEND:

 OIL ELECTRIC POWERLINE
 PROPERTY BOUNDARY
 PROPOSED PERMANENT EASEMENT
 PROPOSED TEMPORARY EASEMENT
 MONUMENT
 LAND HOOK
 PROPOSED POWER POLE

ABBREVIATION LEGEND
 R.W. = RIGHT OF WAY
 I.P. = IRON PIPE
 X = EASTING
 Y = NORTHING
 C.L. = CENTERLINE
 P.O.C. = POINT OF COMMENCEMENT
 P.O.B. = POINT OF BEGINNING
 P.O.T. = POINT OF TERMINATION

VENTURE GLOBAL LNG

T.B.S.
T. BAKER SMITH
 A GEORGE W. BAKER COMPANY
 107 Global Center, Lafayette, LA 70503
 (504)736-2800 - tbm@tbs.com

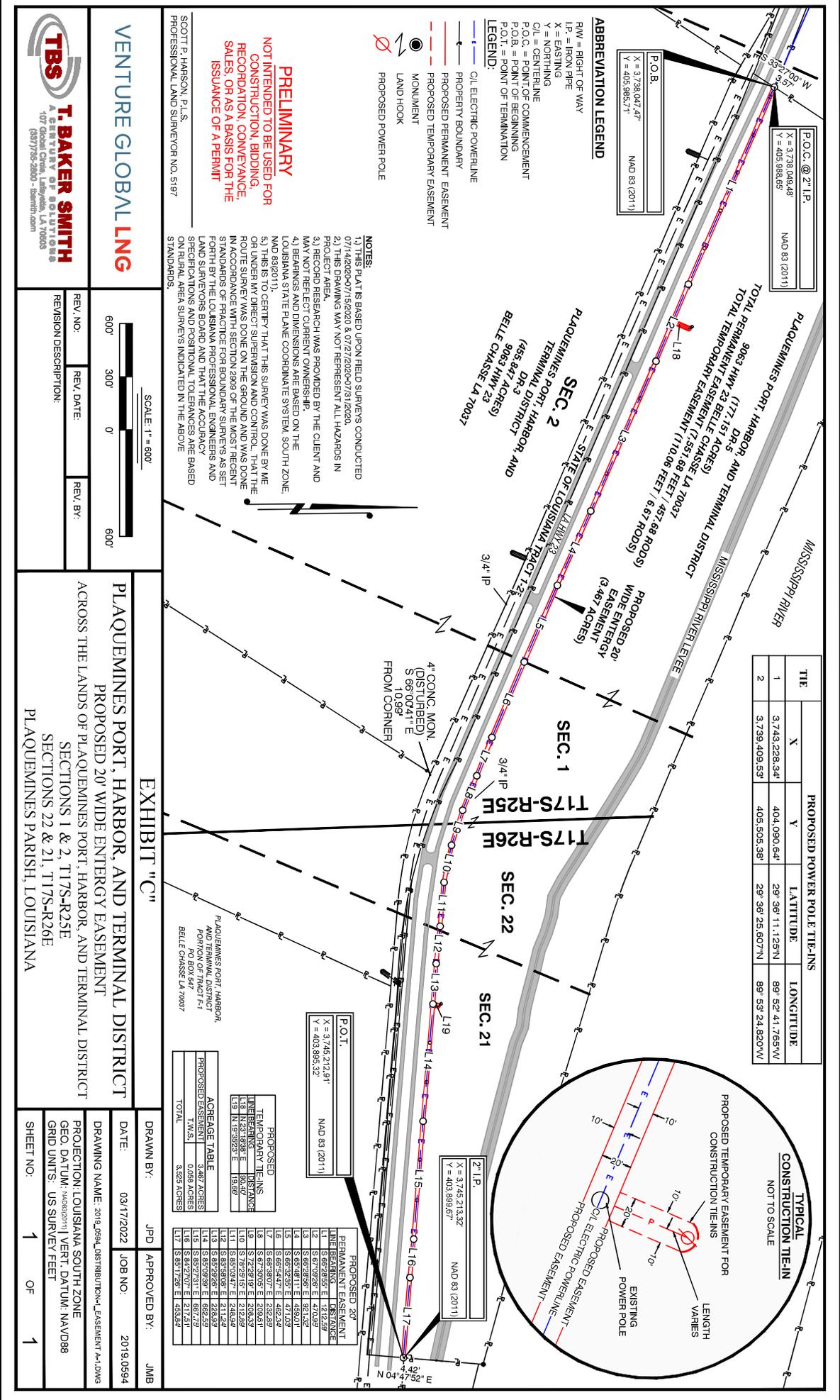
NOT TO SCALE

REV. NO.	REV. DATE	REV. BY:

REVISION DESCRIPTION:

EXHIBIT "C"
PLAQUEMINES PORT, HARBOR, AND TERMINAL DISTRICT
 PROPOSED 20' WIDE ENERGY EASEMENT
 ACROSS THE LANDS OF PLAQUEMINES PORT, HARBOR, AND TERMINAL DISTRICT
 SECTIONS 1 & 2, T17S-R25E
 SECTIONS 22 & 21, T17S-R26E
 PLAQUEMINES PARISH, LOUISIANA

DRAWN BY:	JPD	APPROVED BY:	JMB
DATE:	07/27/2021	JOB NO.:	2019.0594
DRAWING NUMBER:	DISTRIBUTION-EASEMENT EXHIBIT C-SOUTH.DWG	PROJECTION:	LOUISIANA SOUTH ZONE
GEO. DATUM:	NAD83(2011)	VERT. DATUM:	NAVD88
GRID UNITS:	US SURVEY FEET	SHEET NO.:	2 OF 2



PRELIMINARY
 NOT INTENDED TO BE USED FOR
 CONSTRUCTION, BIDDING,
 RECOUPATION, CONVEYANCE,
 SALES, OR AS A BASIS FOR THE
 ISSUANCE OF A PERMIT

SCOTT P. HANSON, P.L.S.
 PROFESSIONAL LAND SURVEYOR NO. 5197

VENTURE GLOBAL LNG

TBS
T. BAKER SMITH
 A GEOMETRY OF SOLUTIONS
 107 Global Center, Lafayette, LA 70503
 (887)736-2000 - tbsmith.com

SCALE: 1" = 600'

REV. NO. REV. DATE REV. BY:

REVISION DESCRIPTION:

EXHIBIT "C"
 PLAQUEMINES PORT, HARBOR, AND TERMINAL DISTRICT
 PROPOSED 20' WIDE ENERGY EASEMENT
 ACROSS THE LANDS OF PLAQUEMINES PORT, HARBOR, AND TERMINAL DISTRICT
 SECTIONS 1 & 2, T17S-R25E
 SECTIONS 22 & 21, T17S-R26E
 PLAQUEMINES PARISH, LOUISIANA

DRAWN BY: JPD APPROVED BY: JMB

DATE: 03/17/2022 JOB NO.: 2019.0594

DRAWING NAME: 2019.0594-DISTRIBUTION-EASEMENT A-1.DWG

PROJECTION: LOUISIANA SOUTH ZONE
 GEO. DATUM: NAD83(2011) VERT. DATUM: NAVD88
 GRID UNITS: US SURVEY FEET

SHEET NO. 1 OF 1

ABBREVIATION LEGEND
 R/W = RIGHT OF WAY
 I.P. = IRON PIPE
 X = EASTING
 Y = NORTHING
 O.C. = CENTERLINE
 P.O.B. = POINT OF BEGINNING
 P.O.T. = POINT OF TERMINATION

LEGEND:
 — OIL ELECTRIC POWERLINE
 — PROPERTY BOUNDARY
 — PROPOSED PERMANENT EASEMENT
 — PROPOSED TEMPORARY EASEMENT
 — MONUMENT
 — LAND HOOK
 — PROPOSED POWER POLE

NOTES:
 1.) THIS PLAT IS BASED UPON FIELD SURVEYS CONDUCTED 07/14/2020-07/15/2020 & 07/27/2020-07/31/2020.
 2.) THIS DRAWING MAY NOT REPRESENT ALL HAZARDS IN PROJECT AREA.
 3.) RECORD RESEARCH WAS PROVIDED BY THE CLIENT AND MAY NOT REFLECT CURRENT OWNERSHIP.
 4.) BOUNDARIES AND DIVISIONS ARE BASED ON THE MONUMENTS AND THE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 83(2011).
 5.) THIS IS TO CERTIFY THAT THIS SURVEY WAS DONE BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL, THAT THE ROUTE SURVEY WAS DONE ON THE GROUND AND WAS DONE IN ACCORDANCE WITH SECTION 2009 OF THE MOST RECENT STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS AS SET FORTH BY THE LOUISIANA PROFESSIONAL ENGINEERS AND LAND SURVEYORS BOARD AND THAT THE ACCURACY SPECIFICATIONS AND POSITIONAL TOLERANCES ARE BASED ON RURAL AREA SURVEYS INDICATED IN THE ABOVE STANDARDS.

PROPOSED
 TEMPORARY TIE-INS
 TIE BEARING DISTANCE
 L1 S 67°29'55" E 12.12.59'
 L2 S 67°29'55" E 12.12.59'
 L3 S 67°29'55" E 12.12.59'
 L4 S 67°29'55" E 12.12.59'
 L5 S 67°29'55" E 12.12.59'
 L6 S 67°29'55" E 12.12.59'
 L7 S 67°29'55" E 12.12.59'
 L8 S 67°29'55" E 12.12.59'
 L9 S 67°29'55" E 12.12.59'
 L10 S 67°29'55" E 12.12.59'
 L11 S 67°29'55" E 12.12.59'
 L12 S 67°29'55" E 12.12.59'
 L13 S 67°29'55" E 12.12.59'
 L14 S 67°29'55" E 12.12.59'
 L15 S 67°29'55" E 12.12.59'
 L16 S 67°29'55" E 12.12.59'
 L17 S 67°29'55" E 12.12.59'
 L18 S 67°29'55" E 12.12.59'
 L19 S 67°29'55" E 12.12.59'
 L20 S 67°29'55" E 12.12.59'
 L21 S 67°29'55" E 12.12.59'
 L22 S 67°29'55" E 12.12.59'
 L23 S 67°29'55" E 12.12.59'
 L24 S 67°29'55" E 12.12.59'
 L25 S 67°29'55" E 12.12.59'
 L26 S 67°29'55" E 12.12.59'
 L27 S 67°29'55" E 12.12.59'
 L28 S 67°29'55" E 12.12.59'
 L29 S 67°29'55" E 12.12.59'
 L30 S 67°29'55" E 12.12.59'

ACHIEVEMENT TABLE
 T.W.S.1 3,469 ACRES
 PROPOSED EASEMENT 0,089 ACRES
 TOTAL 3,559 ACRES

P.O.T.
 X = 3,745,213.32
 Y = 403,899.67
 NAD 83 (2011)

2" I.P.
 X = 3,745,213.32
 Y = 403,899.67
 NAD 83 (2011)

TYPICAL CONSTRUCTION TIE-IN
 NOT TO SCALE

PROPOSED TEMPORARY EASEMENT FOR CONSTRUCTION TIE-INS
 LENGTH VARIES
 EXISTING POWER POLE
 PROPOSED EASEMENT
 PROPOSED EASEMENT

PLAQUEMINES PORT, HARBOR AND TERMINAL DISTRICT
 DR-5
 (177,151 ACRES)
 8063 HWY 23 BELLE CHASSE LA 70037
 (145.847 ACRES)
 DR-3
 8063 HWY 23
 BELLE CHASSE LA 70037

PLAQUEMINES PORT, HARBOR, AND TERMINAL DISTRICT
 DR-3
 8063 HWY 23
 BELLE CHASSE LA 70037

PLAQUEMINES PORT, HARBOR, AND TERMINAL DISTRICT
 PORTION OF TRACT F-1
 PO BOX 547
 BELLE CHASSE LA 70037

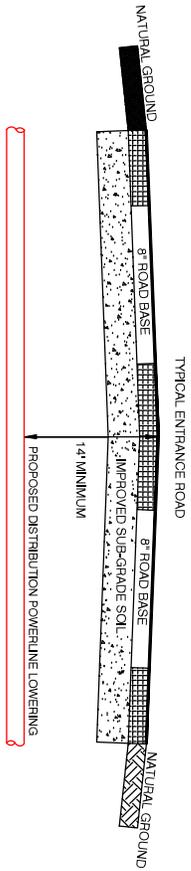
PLAQUEMINES PORT, HARBOR, AND TERMINAL DISTRICT
 PORTION OF TRACT F-1
 PO BOX 547
 BELLE CHASSE LA 70037

PLAQUEMINES PORT, HARBOR, AND TERMINAL DISTRICT
 PORTION OF TRACT F-1
 PO BOX 547
 BELLE CHASSE LA 70037

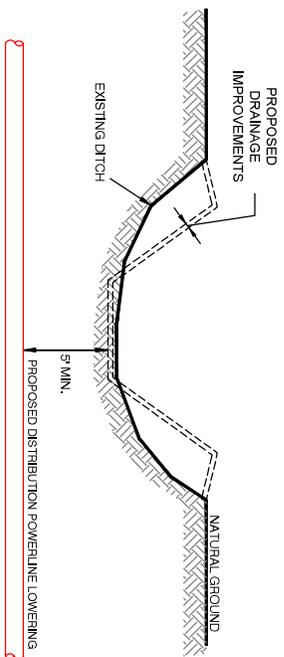
PLAQUEMINES PORT, HARBOR, AND TERMINAL DISTRICT
 PORTION OF TRACT F-1
 PO BOX 547
 BELLE CHASSE LA 70037

EXHIBIT D

Grantor Improvements and Crossings



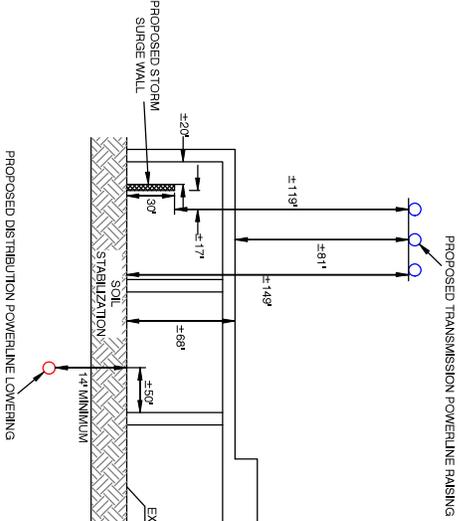
TYPICAL DRIVEWAY CROSSING
NOT TO SCALE



TYPICAL DITCH CROSSING
NOT TO SCALE

LEGEND

- PROPOSED DISTRIBUTION POWERLINE LOWERING
- PROPOSED TRANSMISSION POWERLINE RAISING



PIPE RACK CROSSING TYPICAL
NOT TO SCALE



PRELIMINARY
NOT INTENDED TO BE USED FOR
RECORDATION, CONVEYANCE,
SALES, OR AS A BASIS FOR THE
ISSUANCE OF A PERMIT

SCOTT P. HARRISON, RPLS,
PROFESSIONAL LAND SURVEYOR NO. 6772

NOTES

1. CERTIFY THAT THE TOPOGRAPHIC SURVEY DEPICTED ON THIS PLAN WAS PERFORMED ON THE GROUND UNDER ANY STRUCTURE OR CONSTRUCTION OF THE GENERAL ACCEPTED STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS AS SET FORTH BY THE LOUISIANA PROFESSIONAL ENGINEERING AND LAND SURVEYING BOARD.



REV. NO.	04	REV. DATE	03/16/2022	REV. BY:	JMB
REVISION DESCRIPTION:	REVISED TYPICALS AND TITLE BLOCK.				

DRAWN BY:	AZB	APPROVED BY:	JMB
DATE:	09/08/2021	JOB NO.:	2019.0594
DRAWING NAME:	2019.0594-DRIVEWAY X-ING-DTL-REV5.DWG		
PROJECT:	LOUISIANA SOUTH ZONE		
GEO. DATUM:	NAD83 (2011) VERT. DATUM: NAVD88		
GRID UNITS:	US SURVEY FEET		
SHEET NO.:	2	OF	2

EXHIBIT "D"

VENTURE GLOBAL LNG, INC.
DETAIL SHOWING ENERGY DISTRIBUTION & TRANSMISSION LINES ACROSS PERMANENT DRIVEWAYS AND PIPERACK SECTIONS 1 & 2
T17S-R25E
PLAQUEMINE PARISH, LOUISIANA

AMENDED AND RESTATED RIGHT-OF-WAY INSTRUMENT
ENERGY LOUISIANA, LLC

This Amended and Restated Right-of-Way Instrument (this "Amendment") is entered into as of this ____ day of _____, 2022 (the "Effective Date"), by and between:

PLAQUEMINES PORT, HARBOR AND TERMINAL DISTRICT, a political subdivision of the Plaquemines Parish Government and the State of Louisiana, ("Grantor"), whose mailing address is 8056 Highway 23, Third Floor, Belle Chasse, LA 70037, and

ENERGY LOUISIANA, LLC, ("Grantee"), a Texas limited liability company, whose mailing address is _____.

BACKGROUND

- A. By those right of way and servitude agreements more specifically described in Exhibit A attached hereto, Grantor's predecessors-in-interest granted Grantee, or its predecessors-in-interest, rights of way and servitudes as more fully described therein ("Historical Servitudes").
- B. Grantor is the owner of the property more fully described in Exhibit B attached hereto.
- C. To the extent that the Historical Servitudes are rights of way and servitudes used for Grantee's transmission lines, Grantor and Grantee desire to partially amend and restate the Historical Servitudes to the extent and only to the extent that said Historical Servitudes affect Grantor's property more fully described in Exhibit B attached hereto upon the following terms and conditions.

AMENDED AND RESTATED INSTRUMENT

KNOW ALL MEN BY THESE PRESENTS THAT: PLAQUEMINES PORT, HARBOR AND TERMINAL DISTRICT, a political subdivision of the Plaquemines Parish Government and the State of Louisiana, whose permanent mailing address is 8056 Highway 23, Third Floor, Belle Chasse, LA 70037, acting individually, and for, and on behalf of, my/our heirs, successors, assigns and any other person claiming the ownership to the property hereinafter described, collectively "Grantor" for and in consideration of One Dollar, in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, assign, convey unto and warrant and defend Entergy Louisiana, LLC, and its successors and assigns, collectively "Grantee", a right-of-way, servitude and easement for the location, construction, reconstruction, improvements, repairs, operation, inspection, patrol, replacement and maintenance of electric power and communication facilities, or the removal thereof, now or in the future, including, but not necessarily limited to, poles, cross arms, insulators, wires, cables, conduits, hardware, transformers, switches, guy wires, anchors and other equipment, structures, material and appurtenances, now or hereafter used, useful or desired in connection therewith by Grantee over, across, under or on that land of Grantor in the Parish of Plaquemines, State of Louisiana described as follows, to-wit:

See Exhibit B attached hereto and made a part hereof.

The location of the right-of-way and servitude herein granted on the above-described property is more fully shown in red on that Drawing 2019_0594_TRANSMISSION_EASEMENT-REV3.DWG, dated July 21, 2021, a copy of which is attached hereto and made a part hereof as Exhibit C.

Grantee shall have the full and continuing right to clear and keep clear trees, limbs, and/or other vegetation which the Grantee considers a hazard to any of its electric power or communications facilities or a hazard to the rendering of adequate and dependable service to Grantor or any of Grantee's customers, by use of a variety of methods used in the vegetation management industry.

Grantor shall not construct or permit the construction of any structure, obstruction or other hazard within the said right-of-way, including but not limited to, house, barn, garage, shed, pond, pool or well, excepting only Grantor's fence(s) and Grantee's facilities, and except as expressly set forth below. Grantor shall not construct or permit the construction of any buildings or other structures on land adjoining said right-of-way in violation of the minimum clearances from the lines and facilities of Grantee, as provided in the National Electric Safety code.

Grantor retains for itself, its successors and assigns, to which Grantee hereby consents, the right fully to use and enjoy the property covered by the right of way insofar as such use by Grantor does not unreasonably interfere with the use and enjoyment by Grantee of the right of way and servitude herein granted. Specifically, but not by way of limitation, Grantor reserves for itself, its successors and assigns, to which Grantee hereby consents, the right to encroach upon and cross the servitude and right of way and install, operate, improve, reconstruct, replace, repair, inspect, patrol, maintain, modify and/or remove roads, streets, railroads, pipelines, sewer lines, drainage ditches, or other utilities or facilities, including, but not by way of limitation the improvements and crossings more fully

depicted in Exhibit D attached hereto and made a part hereof; provided, however, any such facilities constructed by Grantor shall, at Grantor's expense, conform to the National Electrical Safety Code and any and all other applicable laws, regulations or codes with regard to Grantee's facilities constructed hereunder. Except to the extent already depicted in Exhibit D, Grantor agrees to notify Grantee of any such encroachments.

If at any time hereafter, in the opinion of Grantor, the requirements of Grantor's operations make it necessary for Grantor to have full possession of the above-described property, Grantee hereby agrees, at Grantor's sole cost and expense, to relocate all or such portion of Grantee's electrical lines and electrical facilities to some other mutually acceptable location on Grantor's property; and Grantor hereby agrees to execute new servitudes, at no cost to Grantee, covering the new locations and containing the same terms and conditions set forth herein.

[signatures on following pages]

STATE OF LOUISIANA

PARISH OF PLAQUEMINES

THUS DONE AND SIGNED by Grantor at _____, State of Louisiana on this _____ day of _____, 2022 in the presence of the two undersigned competent witnesses and me, Notary, after a due reading of the whole.

WITNESSES:

GRANTOR:

**PLAQUEMINES PORT, HARBOR AND
TERMINAL DISTRICT,**
a political subdivision of the Plaquemines Parish
Government and the State of Louisiana

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

Notary Public

My commission expires: _____
Printed name of Notary: _____
Notary Identification Number: _____

STATE OF _____

COUNTY/PARISH OF _____

THUS DONE AND SIGNED by Grantee at _____, State of _____, on this _____ day of _____, 2022 in the presence of the two undersigned competent witnesses and me, Notary, after a due reading of the whole.

WITNESSES:

GRANTEE:

ENTERGY LOUISIANA, LLC

Print Name: _____

By: _____

Name: _____

Title: _____

Print Name: _____

Notary Public

My commission expires: _____

Printed name of Notary: _____

Notary Identification Number: _____

EXHIBIT A

Historical Servitudes

1. Right of Way Instrument dated August 23, 2006 granted by CLL Limited Partnership, LTD. in favor of Entergy Louisiana, LLC, recorded September 6, 2006 at COB 1123, Page 859, File No. 2006-00005198, official records of Plaquemines Parish, Louisiana.
2. Right of Way Instrument dated August 23, 2006 granted by Citrus Lands Coal Terminal, LLC in favor of Entergy Louisiana, LLC, recorded September 6, 2006 at COB 1123, Page 855, File No. 2006-00005197, official records of Plaquemines Parish, Louisiana.
3. Right of Way Permit dated October 5, 1993 by and between Citrus Lands Coal Terminal, Inc. and Louisiana Power & Light Company, recorded October 19, 1993 at COB 818, Folio 349, File No. 1993-00000045, official records of Plaquemines Parish, Louisiana.
4. Right of Way Permit dated October 5, 1993 by and between CLL Limited Partnership, LTD., Citrus Lands of LA, Inc., General Partner, and Louisiana Power & Light Company, recorded October 19, 1993 at COB 818, Folio 338, File No. 1993-00000044, official records of Plaquemines Parish, Louisiana.
5. Right of Way Permit dated September 19, 1989 by and between Citrus Lands of Louisiana, Inc., II, and Louisiana Power & Light Company, recorded October 2, 1989 at COB 717, Folio 818, File No. 1989-00000116, official records of Plaquemines Parish, Louisiana.
6. Right of Way Permit dated January 21, 1975 by and between Citrus Lands of Louisiana, Inc. and Louisiana Power & Light Company, recorded January 27, 1975 at COB 414, Folio 183, File No. 1975-00000039, official records of Plaquemines Parish, Louisiana.
7. Right of Way Permit dated December 9, 1967 by and between Louisiana Citrus Lands, Inc. and Louisiana Power & Light Company, recorded December 13, 1967 at COB 319, Folio 698, File No. 1967-00000146, official records of Plaquemines Parish, Louisiana.
8. Right of Way granted by Oliver S. Livaudais in favor of Louisiana Power & Light Company, recorded October 1, 1935 at COB 79, Folio 106, File No. 1935-00000106, official records of Plaquemines Parish, Louisiana.
9. Right of Way granted by Oliver S. Livaudais, Jr. in favor of Louisiana Power & Light Company, recorded October 1, 1935 at COB 79, Folio 91, File No. 1935-00000091, official records of Plaquemines Parish, Louisiana.
10. Right of Way granted by Oliver S. Livaudais in favor of Louisiana Power & Light Company, recorded October 1, 1935 at COB 79, Folio 89, File No. 1935-00000089, official records of Plaquemines Parish, Louisiana.
11. Right of Way granted by Oliver S. Livaudais in favor of Louisiana Power & Light Company, recorded October 1, 1935 at COB 79, Folio 85, File No. 1935-00000085, official records of Plaquemines Parish, Louisiana.

EXHIBIT B

Grantor's Property

TRACT DR-5

A CERTAIN PARCEL OF LAND, together with and inclusive of batture and all batture rights, thereunto belonging or in anywise appertaining situated in the Parish of Plaquemines, State of Louisiana on the right descending bank of the Mississippi River, situated in Township 17 South, Range 25 East, Sections 1 and 2, and Township 17 South, Range 26 East, Sections 21 and 22, Deer Range Plantation, Plaquemines Parish, Louisiana and being more fully described as follows:

Commencing and Beginning at the point of intersection of the common line of Tract DR-1 and Tract DR-5 of Deer Range Plantation, with the northeasterly right of way of Louisiana State Highway Number 23, said point being marked with a 2 inch iron pipe and having a 1983 Louisiana State Plane Coordinate (South Zone) of X=3,738,050.70 feet and Y=405,989.68 feet; thence North 33 degrees 22 minutes 41 seconds East, along said common line to the point of intersection with the Mean Low Water Plane of the Mississippi River a distance of 1,020 feet, more or less;

Thence downriver along said Mean Low Water Plane of the Mississippi River to the point of intersection with the upriver line of parcel B-1, a distance of 7,105 feet, more or less;

Thence, South 4 degrees 45 minutes 47 seconds West along said upriver line of parcel B-1 to the point of intersection with the northerly line of the State of Louisiana Tract 1-2, a distance of 655 feet, more or less;

Thence along said northerly line of the State of Louisiana Tract 1-2 for the next three courses;

Thence North 85 degrees 14 minutes 09 seconds West to the point of curvature of a curve concave to the right, a distance of 2,223.67 feet;

Thence along said curve concave to the right having a radius of 2864.90 feet, a length of 926.69 feet and a chord bearing North 75 degrees 58 minutes 10 seconds West for a distance of 922.65 feet to the point of tangency;

Thence North 66 degrees 42 minutes 10 seconds West to the point of intersection with the common line of the State of Louisiana Tract 1-2 and the State of Louisiana Tract 1-1, a distance of 4,100.85 feet to a point;

Thence along the northerly line of the State of Louisiana Tract 1-1 for the next three courses;

Thence North 66 degrees 42 minutes 10 seconds West to the point of curvature of a curve concave to the left, a distance of 76.43 feet;

Thence along said curve concave to the left having a radius of 7529.44 feet, a length of 250.73 feet and a chord bearing North 67 degrees 39 minutes 01 second West for a distance of 250.72 feet to the point of tangency;

Thence North 68 degrees 35 minutes 53 seconds West a distance of 49.54 feet to a point;

Thence North 33 degrees 22 minutes 41 seconds East a distance of 146.56 feet to the point of intersection with the northeasterly right of way of Louisiana State

Highway Number 23, and the POINT OF BEGINNING.

The above described parcel contains 176.64 acres in total, more or less, and is all and more fully shown on the Map of ALTA/ACSM Survey, Tract DR-3 and Tract DR-5, Deer Park Plantation, Plaquemines Parish, Louisiana, by Hugh McCurdy III, PLS dated July 30, 2012. Bearings refer to the Lambert Grid Meridian.

and

TRACT DR-3

A CERTAIN PARCEL OF LAND, together with and inclusive of batture and all batture rights thereunto belonging or in anywise appertaining situated in the Parish of Plaquemines, State of Louisiana on the right descending bank of the Mississippi River, situated in Township 17 South, Range 25 East, Sections 1, 2 and 3, Deer Range Plantation, Plaquemines Parish, Louisiana and being more fully described as follows:

Commencing as the point of intersection of the common line of Tract DR-1 and Tract DR-5 of Deer Range Plantation, with the northeasterly right of way of Louisiana State Highway Number 23, said point being marked with a 2 inch iron pipe and having a 1983 Louisiana State Plane Coordinate (South Zone) of X=3,738,050.70 feet and Y=405,989.68 feet; thence South 33 degrees 22 minutes 41 seconds West, along said common line a distance of 61.24 feet to the point of intersection with a line 50.00 feet northerly of the centerline of the old highway (southbound lane), said line being the southwesterly line of Tract DR-1; thence continuing South 33 degrees 22 minutes 41 seconds West to the point of intersection with the northeasterly line of the State of Louisiana Tract 1-1, a distance of 85.32 feet, thence continuing South 33 degrees 22 minutes 41 seconds West across State of Louisiana Tract 1-1, a distance of 81.36 feet to the point of intersection with the southwesterly line of said State of Louisiana Tract 1-1, said point also being the point of intersection with the common line of Tracts DR-2A and DR-3 and the POINT OF BEGINNING.

Thence South 59 degrees 39 minutes 03 seconds East, along the common line of said Tract 1-1 and DR-3, a distance of 115.82 feet to a point;

Thence South 66 degrees 42 minutes 54 seconds East, continuing along said common line of said Tract 1-1 and DR-3 to the point of intersection with the common line of said Tract 1-1 and the State of Louisiana Tract 1-2 distance of 272.80 feet.

Thence continuing South 66 degrees 42 minutes 54 seconds East, along the common line of said Tract 1-2 and DR-3, a distance of 2927.20 feet to a point.

Thence South 66 degrees 13 minutes 10 seconds East, continuing along said common line to the point of intersection with the common line of Tract DR-3 and DR-4, a distance of 1,044.29 feet.

Thence South 32 degrees 33 minutes 49 seconds West, along said common line to the point of intersection with the common line of Duckland, L.L.C. and DR-3, a distance of 4,376.91 feet;

Thence North 77 degrees 09 minutes 29 seconds West, along said common line of Duckland, L.L.C. and DR-3 a distance of 2,359.62 feet to a point.

Thence North 52 degrees 40 minutes 26 seconds West continuing along the common line of Duckland, L.L.C. and DR-3 to the point of intersection with the common line of Tract DR-2A and DR-3, a distance of 2,153.48 feet.

Thence North 33 degrees 22 minutes 41 seconds East, a distance of 4,314.92 feet along said common line to the point of intersection with the common line of State of Louisiana Tract 1-1 and DR-3, and the POINT OF BEGINNING.

The above described parcel contains 456.000 acres in total, more or less, and is all and more fully shown on the Map of ALTA/ACSM Survey, Tract DR-3, Deer Park Plantation, Plaquemines Parish, Louisiana, by Hugh McCurdy III, PLS dated July 30, 2012. Bearings refer to the Lambert Grid Meridian.

and

TRACT DR-4A

80.142 ACRES, MORE OF LESS, OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

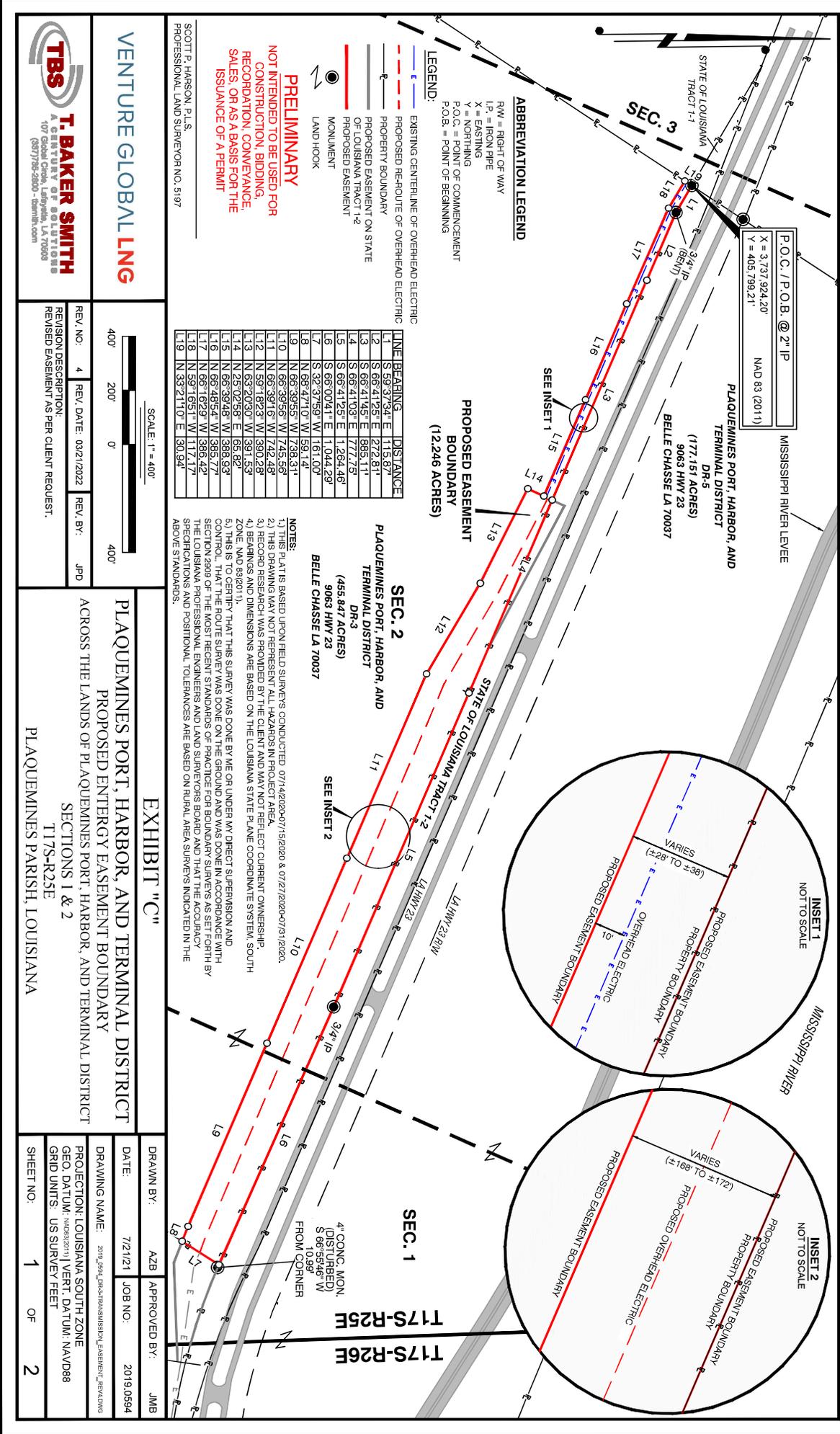
A TRACT OF LAND CONSISTING OF A PORTION OF TRACT DR-4A, SITUATED IN SECTION 1 & 15, TOWNSHIP 17 SOUTH, RANGE 25 EAST AND IN SECTIONS 21 & 22, TOWNSHIP 17 SOUTH, RANGE 26 EAST, PLAQUEMINES PARISH, LOUISIANA, HAVING AN AREA OF 128.809 ACRES MORE OF LESS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT HAVING LOUISIANA STATE PLANE COORDINATES OF EASTING (X) = 3,743,117.90' AND NORTHING (Y) = 403,825.10', ALSO BEING THE POINT OF BEGINNING LABELED P.O.C. / P.O.B. 2;

THENCE S 24°36'16" W A DISTANCE OF 3,795.83 FEET TO A POINT;
THENCE N 79°36'21" W A DISTANCE OF 25.17 FEET TO A POINT;
THENCE S 58°01'57" W A DISTANCE OF 135.52 FEET TO A POINT;
THENCE N 77°09'42" W A DISTANCE OF 1,680.35 FEET TO A POINT;
THENCE N 32°37'59" E A DISTANCE OF 4,001.34 FEET TO A POINT;
THENCE S 66°00'41" E A DISTANCE OF 10.99 FEET TO A FOUR (4) INCH CONCRETE MONUMENT (DISTURBED);
THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 753.03', WITH A RADIUS OF 2,329.55', WITH A CHORD BEARING OF S 75°59'56" E, WITH A CHORD LENGTH OF 749.75 FEET TO A FOUND FOUR (4) INCH CONCRETE MONUMENT (DISTURBED);
THENCE S 85°12'37" E A DISTANCE OF 464.81 FEET TO THE POINT OF BEGINNING LABELED P.O.C. /P.O.B. 2.

EXHIBIT C

Drawings



ABBREVIATION LEGEND

R/W = RIGHT OF WAY
 I.P. = IRON PIPE
 X = EASTING
 Y = NORTHING
 P.O.C. = POINT OF COMMENCEMENT
 P.O.B. = POINT OF BEGINNING

LEGEND:

- EXISTING CENTERLINE OF OVERHEAD ELECTRIC
- PROPOSED RIGHT-OF-WAY OF OVERHEAD ELECTRIC
- PROPERTY BOUNDARY
- PROPOSED EASEMENT ON STATE OF LOUISIANA TRACT 1-1
- PROPOSED EASEMENT ON STATE OF LOUISIANA TRACT 1-2
- PROPOSED EASEMENT
- MONUMENT
- LAND HOOK

PRELIMINARY
 NOT INTENDED TO BE USED FOR CONSTRUCTION, BIDDING, RECORDATION, CONVEYANCE, SALES, OR AS A BASIS FOR THE ISSUANCE OF A PERMIT

LINE	BEARING	DISTANCE
1	S 59°37'34" E	1115.67'
2	S 66°41'25" E	222.81'
3	S 66°41'45" E	1885.11'
4	S 66°41'03" E	1727.75'
5	S 66°41'25" E	1264.48'
6	S 66°00'41" E	1044.28'
7	S 22°37'50" W	1017.00'
8	N 63°21'10" W	1581.00'
9	N 63°21'10" W	1581.00'
10	N 63°21'10" W	1581.00'
11	N 63°21'10" W	1581.00'
12	N 59°18'29" W	1390.28'
13	N 63°20'50" W	1391.59'
14	N 25°02'58" E	165.82'
15	N 66°39'45" W	385.93'
16	N 66°48'54" W	385.72'
17	N 66°16'29" W	386.42'
18	N 59°16'51" W	117.17'
19	N 33°21'10" E	30.94'

NOTES:
 1) THIS DRAWING IS BASED UPON FIELD SURVEYS CONDUCTED 07/14/2020-07/15/2020 & 07/27/2020-07/31/2020.
 2) THIS DRAWING MAY NOT REPRESENT ALL HAZARDS IN PROJECT AREA.
 3) RECORD RESEARCH NOT PROVIDED BY THE CLIENT AND MAY NOT REFLECT CURRENT OWNERSHIP.
 4) BEARINGS AND DIMENSIONS ARE BASED ON THE LOUISIANA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 83(2011).
 5) THIS IS TO CERTIFY THAT THIS SURVEY WAS DONE BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL. THAT THE ROUTE SURVEY WAS DONE ON THE GROUND AND WAS DONE IN ACCORDANCE WITH THE LOUISIANA PROFESSIONAL ENGINEERS AND LAND SURVEYORS BOARD AND THAT THE ACCURACY SPECIFICATIONS AND POSITIONAL TOLERANCES ARE BASED ON FEDERAL AREA SURVEYS INDICATED IN THE ABOVE STANDARDS.

PLAQUEMINES PORT, HARBOR, AND TERMINAL DISTRICT
 DR-3
 (455.847 ACRES)
 BELLE CHASSE LA 70037

PLAQUEMINES PORT, HARBOR, AND TERMINAL DISTRICT
 DR-3
 (455.847 ACRES)
 BELLE CHASSE LA 70037

PLAQUEMINES PORT, HARBOR, AND TERMINAL DISTRICT
 DR-3
 (455.847 ACRES)
 BELLE CHASSE LA 70037

PLAQUEMINES PORT, HARBOR, AND TERMINAL DISTRICT
 DR-3
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 BELLE CHASSE LA 70037

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PLAQUEMINES PORT, HARBOR, AND TERMINAL DISTRICT
 DR-3
 (455.847 ACRES)
 BELLE CHASSE LA 70037

VENTURE GLOBAL LNG

T.B.S. T. BAKER SMITH
 A CORPORATION OF LOUISIANA
 107 Global Center, Lafayette, LA 70508
 (887)786-2800 - tbsmith.com

SCALE: 1" = 400'

400' 200' 0 400'

REV. NO.: 4 REV. DATE: 02/21/2022 REV. BY: JPD

REVISION DESCRIPTION:
 REVISED EASEMENT AS PER CLIENT REQUEST.

EXHIBIT "C"

PLAQUEMINES PORT, HARBOR, AND TERMINAL DISTRICT
 PROPOSED ENTERGY EASEMENT BOUNDARY
 ACROSS THE LANDS OF PLAQUEMINES PORT, HARBOR, AND TERMINAL DISTRICT
 SECTIONS 1 & 2
 T17S-R25E
 PLAQUEMINES PARISH, LOUISIANA

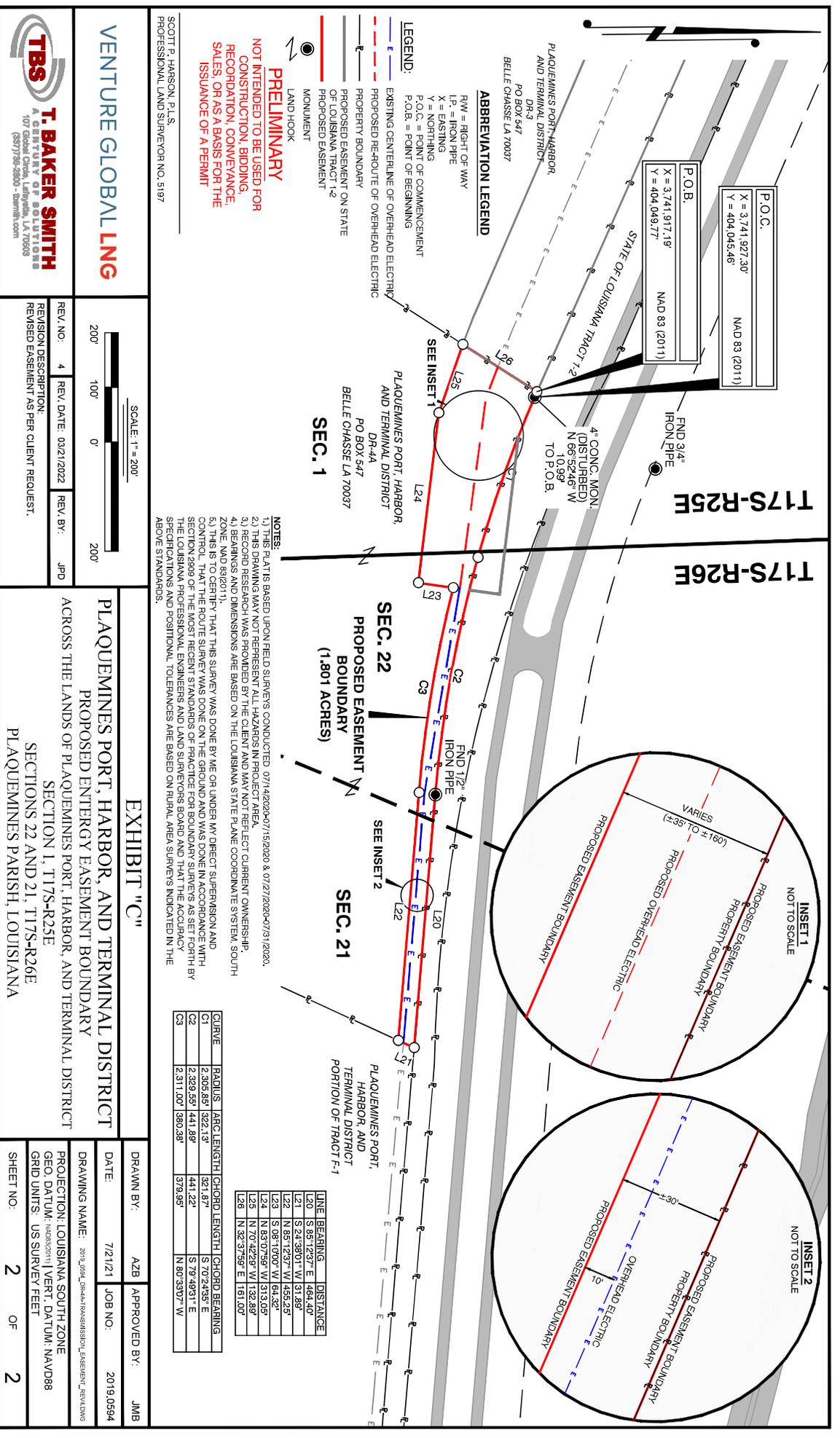
DRAWN BY: AZB APPROVED BY: JMB

DATE: 7/21/21 JOB NO.: 2019.0594

DRAWING NAME: 2019.0594-DR-3-TRANSMISSION_EASEMENT_REV4.DWG

PROJECTION: LOUISIANA SOUTH ZONE
 GEO. DATUM: NAD83(2011) VERT. DATUM: NAVD88
 GRID UNITS: US SURVEY FEET

SHEET NO.: 1 OF 2



P.O.C.
 X = 3,741,927.30' NAD 83 (2011)
 Y = 404,045.46'

P.O.B.
 X = 3,741,917.19' NAD 83 (2011)
 Y = 404,049.77'

ABBREVIATION LEGEND

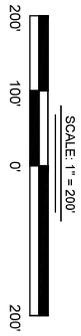
- R/W = RIGHT-OF-WAY
- I.P. = IRON PIPE
- X = EXISTING
- N = NOTHING
- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- PROPOSED RE-ROUTE OF OVERHEAD ELECTRIC
- PROPERTY BOUNDARY
- PROPOSED EASEMENT ON STATE OF LOUISIANA TRACT 1-2
- PROPOSED EASEMENT
- MONUMENT
- LAND HOOK

PRELIMINARY
 NOT INTENDED TO BE USED FOR CONSTRUCTION, BIDDING, RECORDATION, CONVEYANCE, SALES, OR AS A BASIS FOR THE ISSUANCE OF A PERMIT

SCOTT P. HANSON, P.L.S.
 PROFESSIONAL LAND SURVEYOR NO. 5197

VENTURE GLOBAL LNG

T.B.S. T. BAKER SMITH
 A GENIUS OF SOLUTIONS
 107 (687)788-5800 - tbaker@tbs.com



REV. NO. 4	REV. DATE: 03/21/2022	REV. BY: JPD
REVISION DESCRIPTION: REVISED EASEMENT AS PER CLIENT REQUEST.		

- NOTES:**
- 1.) THIS PLAT IS BASED UPON FIELD SURVEYS CONDUCTED 07/14/2020-07/15/2020 & 07/27/2020-07/31/2020.
 - 2.) THIS DRAWING MAY NOT REPRESENT ALL HAZARDS IN PROJECT AREA.
 - 3.) RECORD RESEARCH NOT PROVIDED BY THE CLIENT AND MAY NOT REFLECT CURRENT OWNERSHIP.
 - 4.) BEARINGS AND DIMENSIONS ARE BASED ON THE LOUISIANA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE.
 - 5.) THIS IS TO CERTIFY THAT THIS SURVEY WAS DONE BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL. THAT THE ROUTE SURVEY WAS DONE ON THE GROUND AND WAS DONE IN ACCORDANCE WITH SECTION 2809 OF THE MOST RECENT STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS AS SET FORTH BY THE LOUISIANA PROFESSIONAL ENGINEERS AND LAND SURVEYORS BOARD AND THAT THE ACCURACY SPECIFICATIONS AND POSITIONAL TOLERANCES ARE BASED ON RURAL AREA SURVEYS INDICATED IN THE ABOVE STANDARDS.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	2,305.85'	322.13'	321.87'	S 70°24'55" E
C2	2,389.55'	441.89'	441.22'	S 79°49'31" E
C3	2,311.00'	380.38'	379.85'	N 80°33'07" W

LINE	BEARING	DISTANCE
L20	S 85°12'57" E	464.40'
L21	S 24°38'01" W	31.89'
L22	N 85°12'57" W	455.29'
L23	S 08°10'00" W	64.32'
L24	N 83°07'59" W	313.09'
L25	N 70°42'59" W	132.89'
L26	N 29°37'59" E	161.00'

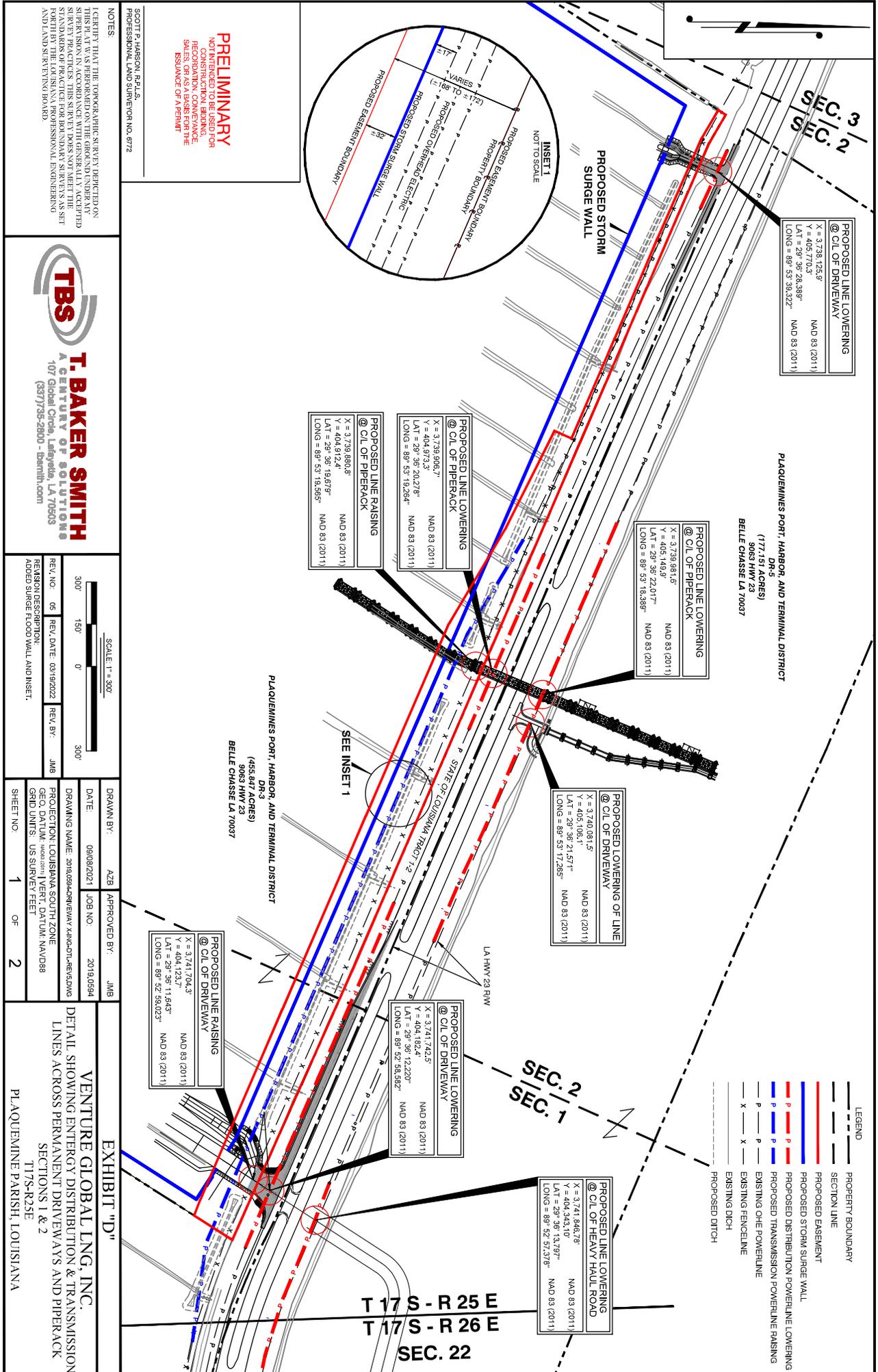
EXHIBIT "C"

PLAQUEMINES PORT, HARBOR, AND TERMINAL DISTRICT
 PROPOSED ENTERGY EASEMENT BOUNDARY
 ACROSS THE LANDS OF PLAQUEMINES PORT, HARBOR, AND TERMINAL DISTRICT
 SECTION 1, T17S-R25E
 SECTIONS 22 AND 21, T17S-R26E
 PLAQUEMINES PARISH, LOUISIANA

DRAWN BY: AZB	APPROVED BY: JMB
DATE: 7/21/21	JOB NO: 2019.0594
DRAWING NAME: 2019_0594_DR-4A-TRANSMISSION EASEMENT_REV4.DWG	
PROJECTION: LOUISIANA SOUTH ZONE	
GEO. DATUM: NAD83(2011) VERT. DATUM: NAVD88	
GRID UNITS: US SURVEY FEET	
SHEET NO: 2	OF 2

EXHIBIT D

Grantor Improvements and Crossings



PRELIMINARY
 NOT INTENDED TO BE USED FOR
 CONSTRUCTION, BIDDING,
 RECONSTRUCTION, CONVEYANCE
 SALES, OR AS A BASIS FOR THE
 ISSUANCE OF A PERMIT

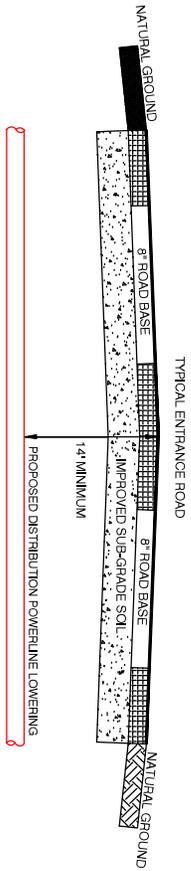
SCOTT P. HARRISON, RPLS,
 PROFESSIONAL LAND SURVEYOR NO. 6772

TBS
T. BAKER SMITH
 A CENTURY OF SOLUTIONS
 107 Global Circle, Lafayette, LA 70503
 (337) 735-2900 - tbasmith.com

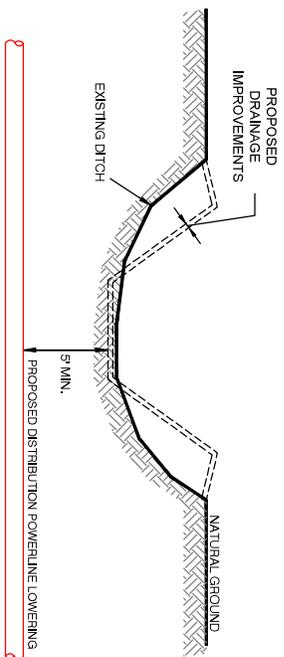
SCALE 1" = 300'
300' 150' 0' 300'
REV. NO. 05 REV. DATE 03/19/2022 REV. BY: JMB
REVISION DESCRIPTION: ADDED SURGE FLOOD WALL AND INSET.

DRAWN BY: AZB	APPROVED BY: JMB
DATE: 09/08/2021	JOB NO: 2019.0594
DRAWING NAME: 20190908DRIVEWAY X-ING-DTL-REV5.DWG	
PROJECT: LOUISIANA SOUTH ZONE	
GEO. DATUM: NAD83 (2011) VERT. DATUM: NAVD88	
GRID UNITS: US SURVEY FEET	
SHEET NO. 1	OF 2

EXHIBIT "D"
VENTURE GLOBAL LNG, INC.
 DETAIL SHOWING ENERGY DISTRIBUTION & TRANSMISSION LINES ACROSS PERMANENT DRIVEWAYS AND PIPERACK SECTIONS 1 & 2
 T17S-R25E
 T17S-R25E
 PLAQUEMINE PARISH, LOUISIANA

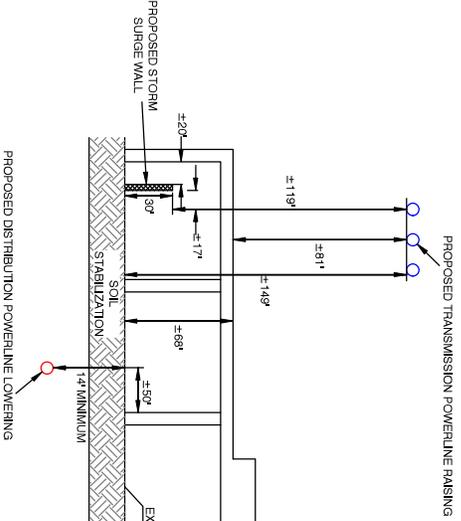


TYPICAL DRIVEWAY CROSSING
NOT TO SCALE



TYPICAL DITCH CROSSING
NOT TO SCALE

- LEGEND
- PROPOSED DISTRIBUTION POWERLINE LOWERING
 - PROPOSED TRANSMISSION POWERLINE RAISING



PIPE RACK CROSSING TYPICAL
NOT TO SCALE



PRELIMINARY
NOT INTENDED TO BE USED FOR
RECORDATION, CONVEYANCE,
SALES, OR AS A BASIS FOR THE
ISSUANCE OF A PERMIT

SCOTT P. HARRISON, RPLS,
PROFESSIONAL LAND SURVEYOR NO. 6772

NOTES

1. CERTIFY THAT THE TOPOGRAPHIC SURVEY DEPICTED ON THIS PLAN WAS PERFORMED ON THE GROUND UNDER ANY STRUCTURE OR CONSTRUCTION OF THE GENERAL ACCEPTED STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS AS SET FORTH BY THE LOUISIANA PROFESSIONAL ENGINEERING AND LAND SURVEYING BOARD.



T. BAKER SMITH
A CENTURY OF SOLUTIONS
107 Global Circle, Lafayette, LA 70503
(337) 735-2900 - tbsmith.com

REV. NO.	04	REV. DATE	03/16/2022	REV. BY:	JMB
REVISION DESCRIPTION:	REVISED TYPICALS AND TITLE BLOCK.				

DRAWN BY:	AZB	APPROVED BY:	JMB
DATE:	09/08/2021	JOB NO.:	2019.0594
DRAWING NAME:	2019.0594-DRIVEWAY X-ING-DTL-REV5.DWG	PROJECT:	VENTURE GLOBAL LNG SOUTH ZONE
GEO. DATUM:	NAD83	VERT. DATUM:	NAVD88
GRID UNITS:	US SURVEY FEET	SHEET NO.:	2 OF 2

EXHIBIT "D"

VENTURE GLOBAL LNG, INC.
DETAIL SHOWING ENERGY DISTRIBUTION & TRANSMISSION LINES ACROSS PERMANENT DRIVEWAYS AND PIPERACK SECTIONS 1 & 2
T17S-R25E
PLAQUEMINE PARISH, LOUISIANA

ORDINANCE NO. 22 -

The following Ordinance was offered by Port Council Chairman Rousselle who moved for its adoption:

1 An Ordinance to approve the amended Civil Service Pay Plan and Classification
2 Schedule adopted by the Civil Service Commission on March 23, 2022,
3 reallocating the classifications of Rescue Boat Engineer and Deckhand; and
4 otherwise to provide with respect thereto.
5

6 WHEREAS, the Plaquemines Port, Harbor & Terminal District requested a study be completed on
7 two classifications used by the Port. Research of surrounding parishes and of the State positions
8 was conducted. Further, information was gathered by the Archer Company looking at updating
9 the Pay Scale for Parish employees. This information was reviewed by the Commission at the
10 Civil Service meeting held on March 23, 2022. The Port requested pay increases to enable it to
11 hire new personnel and to retain current personnel; and
12

13 WHEREAS, the Civil Service Commission approved the request; and
14

15 WHEREAS, The Archer Company recommended to reallocate the classifications of Rescue Boat
16 Engineer from Pay Grade 11 to Pay Grade 16 and the Deckhand from Pay Grade 9 to Pay Grade
17 14. The proposal also recommended increases to maintain an equitable balance between the
18 employees in these classifications as provided for in Rule IV, Section 3.11; and
19

20 WHEREAS, after careful consideration the Civil Service Commission on March 23, 2022,
21 amended the Pay Plan and Classification Schedule to reallocate the classification of Rescue Boat
22 Engineer from Pay Grade 11 at the minimum salary of \$25,732.00 to Pay Grade 16 at the minimum
23 salary of \$32,857.00; and to reallocate the classification of Deckhand from Pay Grade 9 at the
24 minimum salary of \$22,882.00 to Pay Grade 14 at the minimum salary of \$30,006.00; and to
25 approve the recommendation from The Archer Company to provide for increases to maintain an
26 equitable balance between the employees in these classifications of Rescue Boat Engineer and
27 Deckhand as provided for in Civil Service Rule IV, Section 3.11 allowing these employees to
28 remain on the same step on the new pay grade.
29

30 NOW, THEREFORE:

31
32 BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL THAT:
33

SECTION 1

34
35
36 The Council finds that the amendments to the Pay Plan is necessary to maintain or improve the
37 Ferry Services for the Parish and hereby approves the amended Pay Plan and Classification
38 Schedule adopted by the Civil Service Commission on March 23, 2022 reallocating the
39 classification of Rescue Boat Engineer from Pay Grade 11 to Pay Grade 16; and reallocating the
40 classification of Deckhand from Pay Grade 9 to Pay Grade 14; and approves the additional
41 increases to maintain an equitable balance between the employees in these classifications of
42 Rescue Boat Engineer and as provided for in Civil Service Rule IV, Section 3.11 allowing these
43 employees to remain on the same step on the new pay grade.
44

SECTION 2

45
46
47 The Secretary of this Council is hereby authorized and directed to immediately certify and release
48 this Ordinance and that Port employees and officials are authorized to carry out the purposes of
49 this Ordinance, both without further reading and approval by the Plaquemines Parish Council.
50
51
52
53
54

ORDINANCE NO. 22-

The following Ordinance was offered by Commissioner Rousselle who moved its adoption:

1 An Ordinance approving an Amendment and Restated Right-of-Way Instrument
2 (the “Amendment”), between Plaquemines Port, Harbor and Terminal District,
3 and Southern Bell Telephone and Telegraph Company (“SBT”), and authorizing
4 and directing Maynard Sanders, Executive Director of the Plaquemines Port,
5 Harbor & Terminal District (the “Port”), to execute the Amendment whereby
6 certain land owned by the Port will be subject to an amended servitude, entitled
7 “Amendment to General Permit”, all as more fully described in the Amendment,
8 and its attached exhibits, an *en globo* copy of which is attached as Exhibit 1; and
9 otherwise to provide with respect thereto.

10
11 WHEREAS, the Port is the owner of property, all as more fully described in Exhibit A to the
12 Amendment, upon which the Port seeks approval to grant Entergy the amended right-of-way, in
13 order to reasonably accommodate development by the Port’s tenant, Venture Global
14 Plaquemines LNG, LLC (“VG Plaquemines”) of its project, which reasonable accommodation is
15 expressly contained within the terms of the long-term lease between the Port and VG
16 Plaquemines; and

17
18 WHEREAS, the granting of approval for the Port to enter into the Amendment is without
19 monetary consideration between the parties, but is for a public purpose that comports with
20 governmental purposes for which the Port has legal authority to pursue; the Amendment is not
21 gratuitous, and the Port has a demonstrable, objective, and reasonable expectation of receiving at
22 least equivalent value in exchange for the execution of the Amendment; and

23
24 WHEREAS, the Plaquemines Parish Council as the sole governing authority of the Plaquemines
25 Port Harbor, and Terminal District desires to allow Plaquemines Port, Harbor and Terminal
26 District, through Maynard Sanders, Executive Director to enter into the referenced Amendment,
27 the terms of which are more fully described in attached Exhibit 1;

28
29 NOW, THEREFORE:

30
31 BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL, AS THE SOLE
32 GOVERNING AUTHORITY OF THE PLAQUEMINES PORT, HARBOR AND TEMINAL
33 DISTRICT, THAT:

SECTION 1

34
35
36
37 It hereby authorizes and directs the Executive Director to execute the Amendment, as set forth in
38 attached Exhibit 1.

SECTION 2

39
40
41
42 The Secretary of this Council is hereby authorized and directed to immediately certify and
43 release this Ordinance and that Port employees and officials are authorized to carry out the
44 purposes of this Ordinance, both without further reading and approval by the Plaquemines Parish
45 Council.

AMENDMENT TO GENERAL PERMIT

This Amendment to General Permit (this "Amendment") is entered as of this ____ day of _____, 2022 by and between **THE PLAQUEMINES PORT, HARBOR AND TERMINAL DISTRICT**, political subdivision of the State of Louisiana, whose address is 8056 Highway 23, Third Floor, Belle Chasse, LA 70037 ("GRANTOR"), and **SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY**, located _____, represented herein by _____ ("GRANTEE").

BACKGROUND

- A. By that certain General Permit dated May 15, 1940 granted by Oliver S. Livaudais in favor of Southern Bell Telephone and Telegraph Company, recorded May 22, 1940 at COB 99, Folio 573, File No. 1940-00000103, official records of Plaquemines Parish, Louisiana (the "Agreement"), GRANTOR's predecessor in interest granted GRANTEE a servitude for the construction, operate and maintain lines of telephone and telegraph as more fully described in the Agreement.
- B. GRANTOR has leased the property more fully described in Exhibit A attached hereto, (the "Property") to VENTURE GLOBAL PLAQUEMINES LNG, LLC, a Delaware limited liability company, (the "Tenant").
- C. GRANTOR and GRANTEE desire to amend the Agreement as hereinafter set forth to relocate the servitude granted in the Agreement and specifically authorize the construction maintenance and operation of certain improvements and crossings of the Tenant, or its successors or assigns.

AMENDMENT

In consideration of the mutual covenants and agreements contained herein, GRANTOR and GRANTEE do hereby amend the Agreement as follows:

- 1. Amendments.
 - a. The servitude granted in the Agreement is hereby amended as follows:
 - i. The location of said servitude on GRANTOR's Property is hereby relocated as more fully shown and described on Exhibit B attached hereto.
 - ii. Said servitude is hereby amended to include the following paragraph:

“Grantor reserves the right to use and enjoy the above described lands and Grantor shall not construct nor permit to be constructed any house, building or structure within the permanent servitude, except as set forth herein. Grantor retains for itself, its successors and assigns, to which

Grantee hereby consents, the right fully to use and enjoy the property covered by the servitude insofar as such use by Grantor does not unreasonably interfere with the use and enjoyment by Grantee of the servitude herein granted. Specifically, but not by way of limitation, Grantor reserves for itself, its successors and assigns, to which Grantee hereby consents, the right to encroach upon and cross the servitude and install, operate, improve, reconstruct, replace, repair, inspect, patrol, maintain, modify and/or remove roads, streets, railroads, pipelines, sewer lines, drainage ditches, or other utilities or facilities, including, but not by way of limitation the improvements and crossings more fully depicted in Exhibit C attached hereto and made a part hereof.”

2. Agreement in Effect. Except as amended herein, all other terms and provisions of the Agreement are to remain as given in the Agreement itself.
3. Counterparts. This Amendment may be executed in counterparts.

[signatures on following page]

THUS DONE AND SIGNED on the _____ day of _____, 2022, in the presence of me, Notary, and the undersigned competent witnesses.

WITNESSES:

GRANTOR:

**THE PLAQUEMINES PORT, HARBOR AND
TERMINAL DISTRICT**

Printed Name: _____

By: _____
Name: _____
Title: _____

Printed Name: _____

Notary Public

Printed Name: _____
Bar Roll/Notary ID# _____
My Commission expires: _____

THUS DONE AND SIGNED on the _____ day of _____, 2022, in the presence of me, Notary, and the undersigned competent witnesses.

WITNESSES:

GRANTEE:

**SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY**

Printed Name: _____

By: _____
Name: _____
Title: _____

Printed Name: _____

Notary Public
Printed Name: _____
Bar Roll/Notary ID# _____
My Commission expires: _____

EXHIBIT A

TRACT DR-5

A CERTAIN PARCEL OF LAND, together with and inclusive of batture and all batture rights, thereunto belonging or in anywise appertaining situated in the Parish of Plaquemines, State of Louisiana on the right descending bank of the Mississippi River, situated in Township 17 South, Range 25 East, Sections 1 and 2, and Township 17 South, Range 26 East, Sections 21 and 22, Deer Range Plantation, Plaquemines Parish, Louisiana and being more fully described as follows:

Commencing and Beginning at the point of intersection of the common line of Tract DR-1 and Tract DR-5 of Deer Range Plantation, with the northeasterly right of way of Louisiana State Highway Number 23, said point being marked with a 2 inch iron pipe and having a 1983 Louisiana State Plane Coordinate (South Zone) of X=3,738,050.70 feet and Y=405,989.68 feet; thence North 33 degrees 22 minutes 41 seconds East, along said common line to the point of intersection with the Mean Low Water Plane of the Mississippi River a distance of 1,020 feet, more or less;

Thence downriver along said Mean Low Water Plane of the Mississippi River to the point of intersection with the upriver line of parcel B-1, a distance of 7,105 feet, more or less;

Thence, South 4 degrees 45 minutes 47 seconds West along said upriver line of parcel B-1 to the point of intersection with the northerly line of the State of Louisiana Tract 1-2, a distance of 655 feet, more or less;

Thence along said northerly line of the State of Louisiana Tract 1-2 for the next three courses;

Thence North 85 degrees 14 minutes 09 seconds West to the point of curvature of a curve concave to the right, a distance of 2,223.67 feet;

Thence along said curve concave to the right having a radius of 2864.90 feet, a length of 926.69 feet and a chord bearing North 75 degrees 58 minutes 10 seconds West for a distance of 922.65 feet to the point of tangency;

Thence North 66 degrees 42 minutes 10 seconds West to the point of intersection with the common line of the State of Louisiana Tract 1-2 and the State of Louisiana Tract 1-1, a distance of 4,100.85 feet to a point;

Thence along the northerly line of the State of Louisiana Tract 1-1 for the next three courses;

Thence North 66 degrees 42 minutes 10 seconds West to the point of curvature of a curve concave to the left, a distance of 76.43 feet;

Thence along said curve concave to the left having a radius of 7529.44 feet, a length of 250.73 feet and a chord bearing North 67 degrees 39 minutes 01 second West for a distance of 250.72 feet to the point of tangency;

Thence North 68 degrees 35 minutes 53 seconds West a distance of 49.54 feet to a point;

Thence North 33 degrees 22 minutes 41 seconds East a distance of 146.56 feet to the point of intersection with the northeasterly right of way of Louisiana State Highway Number 23, and the POINT OF BEGINNING.

All as more fully described in that certain Cash Sale to Plaquemines Port Harbor & Terminal District, recorded December 9, 2013 under File Number 2013-00005489, Book 1308, Page 52, Plaquemines Parish Clerk of Court's Office, as corrected by that certain Act of Correction to Cash Sale recorded October 26, 2020 under File Number 2020-00004504, Book 1430, Page 970, Plaquemines Parish Clerk of Court's Office.

And

TRACT DR-3

A CERTAIN PARCEL OF LAND, together with and inclusive of bature and all bature rights thereunto belonging or in anywise appertaining situated in the Parish of Plaquemines, State of Louisiana on the right descending bank of the Mississippi River, situated in Township 17 South, Range 25 East, Sections 1, 2 and 3, Deer Range Plantation, Plaquemines Parish, Louisiana and being more fully described as follows:

Commencing as the point of intersection of the common line of Tract DR-1 and Tract DR-5 of Deer Range Plantation, with the northeasterly right of way of Louisiana State Highway Number 23, said point being marked with a 2 inch iron pipe and having a 1983 Louisiana State Plane Coordinate (South Zone) of X=3,738,050.70 feet and Y=405,989.68 feet; thence South 33 degrees 22 minutes 41 seconds West, along said common line a distance of 61.24 feet to the point of intersection with a line 50.00 feet northerly of the centerline of the old highway (southbound lane), said line being the southwesterly line of Tract DR-1; thence continuing South 33 degrees 22 minutes 41 seconds West to the point of intersection with the northeasterly line of the State of Louisiana Tract 1-1, a distance of 85.32 feet, thence continuing South 33 degrees 22 minutes 41 seconds West across State of Louisiana Tract 1-1, a distance of 81.36 feet to the point of intersection with the southwesterly line of said State of Louisiana Tract 1-1, said point also being the point of intersection with the common line of Tracts DR-2A and DR-3 and the POINT OF BEGINNING.

Thence South 59 degrees 39 minutes 03 seconds East, along the common line of said Tract 1-1 and DR-3, a distance of 115.82 feet to a point;

Thence South 66 degrees 42 minutes 54 seconds East, continuing along said common line of said Tract 1-1 and DR-3 to the point of intersection with the common line of said Tract 1-1 and the State of Louisiana Tract 1-2 distance of 272.80 feet.

Thence continuing South 66 degrees 42 minutes 54 seconds East, along the common line of said Tract 1-2 and DR-3, a distance of 2927.20 feet to a point.

Thence South 66 degrees 13 minutes 10 seconds East, continuing along said common line to the point of intersection with the common line of Tract DR-3 and DR-4, a distance of 1,044.29 feet.

Thence South 32 degrees 33 minutes 49 seconds West, along said common line to the point of intersection with the common line of Duckland, L.L.C. and Tract DR-3, a distance of 4,376.91 feet;

Thence North 77 degrees 09 minutes 29 seconds West, along said common line of Duckland, L.L.C. and Tract DR-3 a distance of 2,359.62 feet to a point.

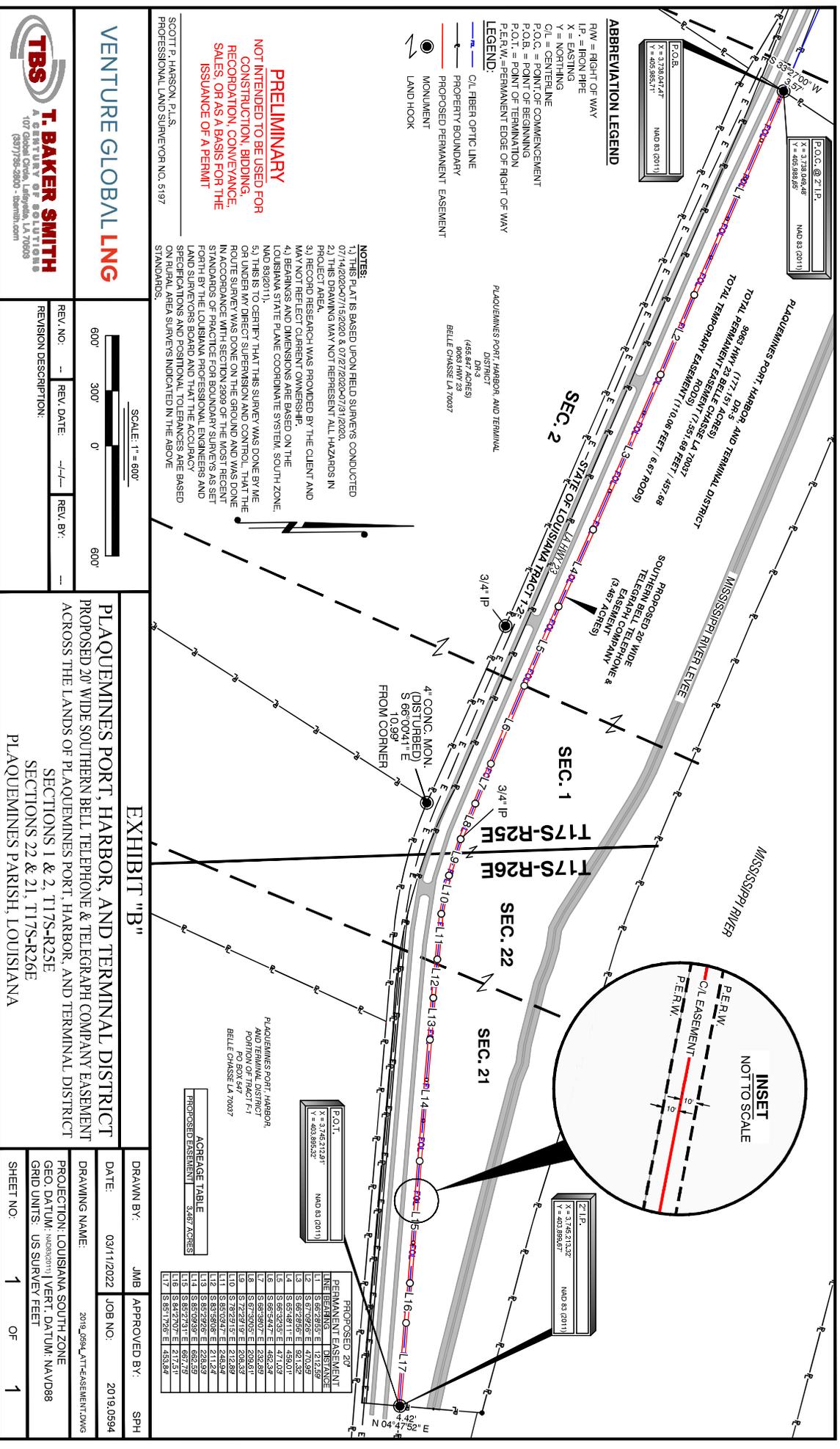
Thence North 52 degrees 40 minutes 26 seconds West continuing along the common line of Duckland, L.L.C. and Tract DR-3 to the point of intersection with the common line of Tract DR-2A and DR-3, a distance of 2,153.48 feet.

Thence North 33 degrees 22 minutes 41 seconds East, a distance of 4,314.92 feet along said common line to the point of intersection with the common line of State of Louisiana Tract 1-1 and DR-3, and the POINT OF BEGINNING.

All as more fully described in that certain Cash Sale to Plaquemines Port Harbor & Terminal District, recorded December 9, 2013 under File Number 2013-00005489, Book 1308, Page 52, Plaquemines Parish Clerk of Court's Office, as corrected by that certain Act of Correction to Cash Sale recorded October 26, 2020 under File Number 2020-00004504, Book 1430, Page 970, Plaquemines Parish Clerk of Court's Office.

EXHIBIT B

[INSERT PLAT WITH NEW WATERLINE LOCATION]

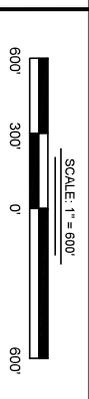


TBS
T. BAKER SMITH
 A CENTURY OF SOLUTIONS
 107 Global Circle, Lafayette, LA 70503
 (337) 785-2800 - tbsmith.com

VENTURE GLOBAL LNG

SCOTT P. HARRON, P.L.S.
 PROFESSIONAL LAND SURVEYOR NO. 5197

PRELIMINARY
 NOT INTENDED TO BE USED FOR
 CONSTRUCTION, BIDDING,
 REOPERATION, CONVEYANCE,
 SALES, OR AS A BASIS FOR THE
 ISSUANCE OF A PERMIT



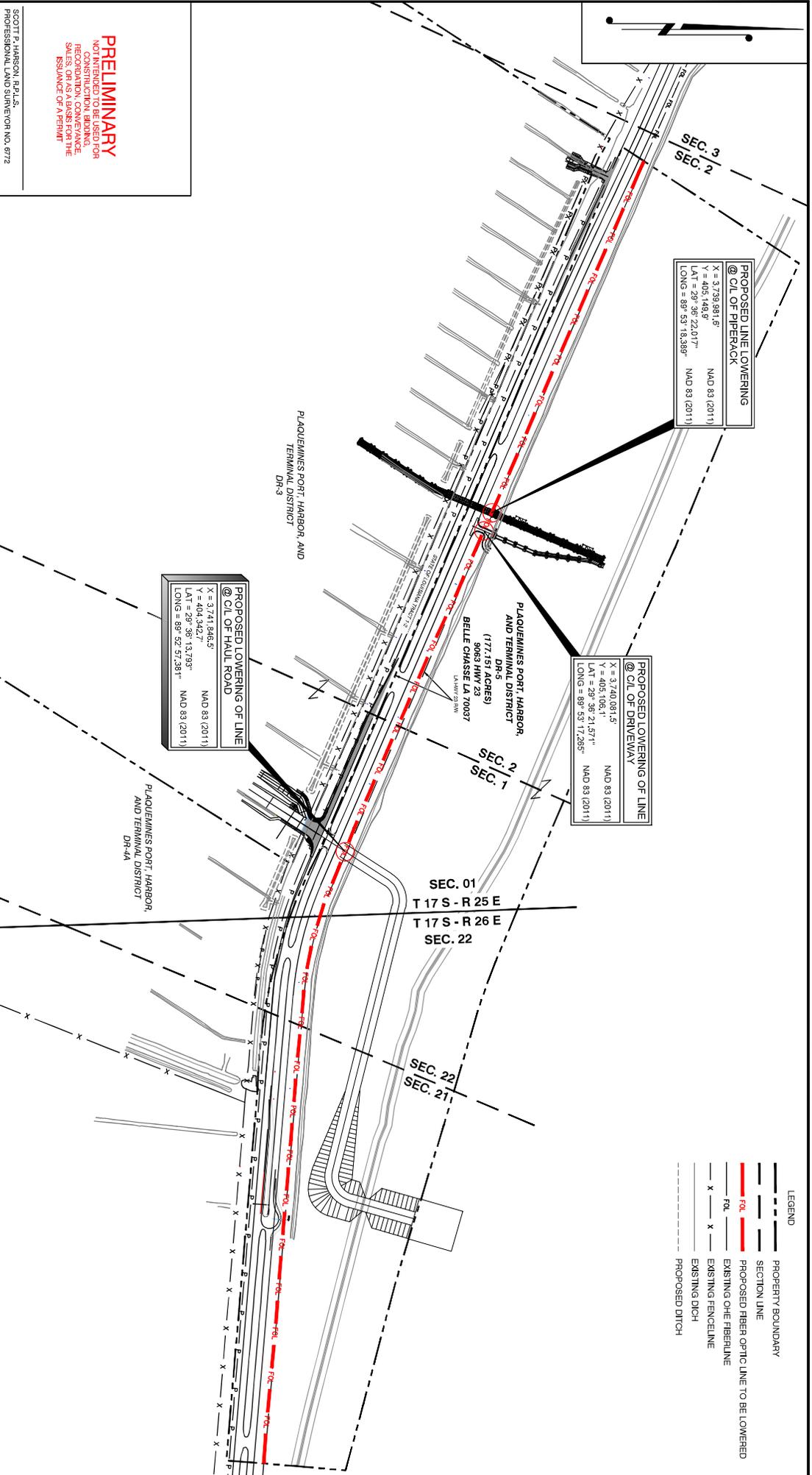
REV. NO.	REV. DATE	REV. BY

EXHIBIT "B"
 PLAQUEMINES PORT, HARBOR, AND TERMINAL DISTRICT
 PROPOSED 20' WIDE SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY EASEMENT
 ACROSS THE LANDS OF PLAQUEMINES PORT, HARBOR, AND TERMINAL DISTRICT
 SECTIONS 1 & 2, T17S-R25E
 SECTIONS 22 & 21, T17S-R26E
 PLAQUEMINES PARISH, LOUISIANA

DRAWN BY:	JMB	APPROVED BY:	SPH
DATE:	03/11/2022	JOB NO.:	2019.0594
DRAWING NAME:	2019_0594_ATT-EASEMENT.DWG		
PROJECTION:	LOUISIANA SOUTH ZONE		
GEO. DATUM:	NAD83(2011) VERT. DATUM: NAVD88		
GRID UNITS:	US SURVEY FEET		
SHEET NO.:	1	OF	1

EXHIBIT C

[INSERT DRAWINGS DEPICTING CROSS SECTIONS]



LEGEND

---	PROPERTY BOUNDARY
---	SECTION LINE
---	PROPOSED FIBER OPTIC LINE TO BE LOWERED
---	EXISTING ONE FIBERLINE
---	EXISTING FENCELINE
---	EXISTING DITCH
---	PROPOSED DITCH

PROPOSED LINE LOWERING @ CL OF PIPERACK

X = 3739.9815'
 Y = 405.148.9'
 LAT = 29° 36' 22.017"
 LONG = 89° 53' 18.389"
 NAD 83 (2011)

PROPOSED LOWERING OF LINE @ CL OF DRIVEWAY

X = 3740.0815'
 Y = 405.108.1'
 LAT = 29° 36' 21.571"
 LONG = 89° 53' 17.285"
 NAD 83 (2011)

PROPOSED LOWERING OF LINE @ CL OF HAUL ROAD

X = 3741.948.5'
 Y = 404.93424'
 LAT = 29° 36' 13.703"
 LONG = 89° 52' 57.281"
 NAD 83 (2011)

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 RECONSTRUCTION, CONVEYANCE,
 SALES, OR AS A BASIS FOR THE
 ISSUANCE OF A PERMIT

SCOTT P. HARRISON, RPLS.
 PROFESSIONAL LAND SURVEYOR NO. 6772

NOTES

1. CERTIFY THAT THE TOPOGRAHIC SURVEY DEPICTED ON THIS PLAN WAS PERFORMED ON THE GROUND UNDER ANY SURVEYING INSTRUMENTS AND METHODS ACCEPTED BY THE BOARD OF SURVEYING AND MAPPING OF THE STATE OF LOUISIANA, PROFESSIONAL SURVEYORS AS SET FORTH BY THE LOUISIANA PROFESSIONAL ENGINEERING AND LAND SURVEYING BOARD.

T. BAKER SMITH
 A CENTURY OF SOLUTIONS
 107 Global Circle, Lafayette, LA 70503
 (337) 735-2900 - tbsmith.com

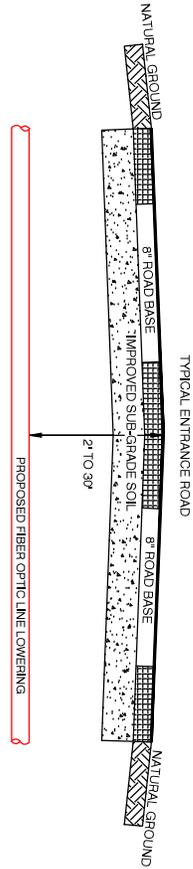
SCALE: 1" = 500'

REV. NO. - REV. DATE - REV. BY -
 REVISION DESCRIPTION:

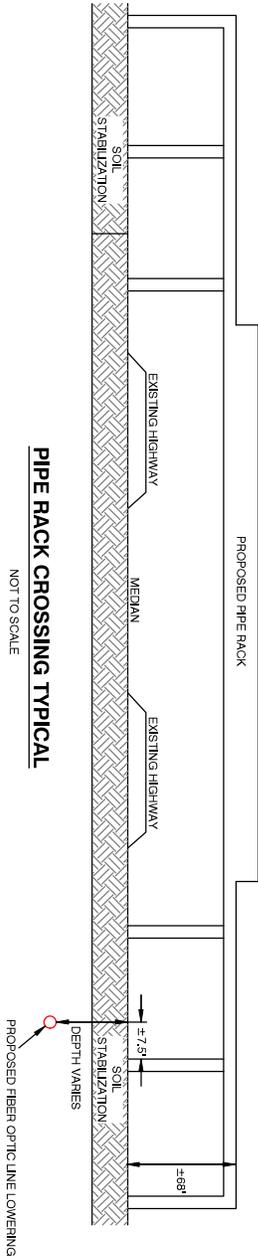
DRAWN BY: JMB	APPROVED BY: JMB
DATE: 03/17/2022	JOB NO: 2019.0594
DRAWING NAME: 2019.0594-ATT-DRIVEWAY X-ING-DTL.DWG	
PROJECT: LOUISIANA SOUTH ZONE	
GEO. DATUM: NAD 83 (2011) VERT. DATUM: NAVD88	
GRID UNITS: US SURVEY FEET	
SHEET NO: 1	OF 2

EXHIBIT "C"

VENTURE GLOBAL LNG, INC.
 DETAIL SHOWING SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY
 LINE ACROSS PERMANENT DRIVEWAYS AND PIPERACK
 SECTIONS 1 & 2, T17S-R25E
 AND SECTIONS 21 & 22, T17S-R26E
 PLAQUEMINE PARISH, LOUISIANA



TYPICAL DRIVEWAY CROSSING
NOT TO SCALE



PIPE RACK CROSSING TYPICAL
NOT TO SCALE

PRELIMINARY
NOT INTENDED TO BE USED FOR
CONSTRUCTION, BIDDING,
RECOGNITION, CONVEYANCE,
SALES, OR AS A BASIS FOR THE
ISSUANCE OF A PERMIT

SCOTT P. HARRISON, RPLS,
PROFESSIONAL LAND SURVEYOR NO. 6772

NOTES

I CERTIFY THAT THE TOPOGRAPHIC SURVEY DEPICTED ON THIS PLAT WAS PERFORMED ON THE GROUND UNDER MY SUPERVISOR AND ACCORDING TO THE GENERAL ACCEPTED STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS AS SET FORTH BY THE LOUISIANA PROFESSIONAL ENGINEERING AND LAND SURVEYING BOARD.



REV. NO.:	REV. DATE:	REV. BY:	DRAWN BY:	JMB	APPROVED BY:	JMB
-	---	---	DATE:	03/17/2022	JOB NO.:	2019.0594
REVISION DESCRIPTION:			DRAWING NAME:	2019.0594-ATT DRIVEWAY X-ING-DTL.DWG		
			PROJECTION:	LOUISIANA SOUTH ZONE		
			GEO. DATUM:	NAD83	VERT. DATUM:	NAVD88
			GRID UNITS:	US SURVEY FEET		
			SHEET NO.:	2	OF	2

EXHIBIT "C"
VENTURE GLOBAL LNG, INC.
DETAIL SHOWING SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY
LINE ACROSS PERMANENT DRIVEWAYS AND PIPERACK
SECTIONS 1 & 2, T17S-R25E
AND SECTIONS 21 & 22, T17S-R26E
PLAQUEMINE PARISH, LOUISIANA

ORDINANCE 22-

The following Ordinance was offered by Commissioner Rousselle who moved its adoption:

1 An Ordinance authorizing the Executive Director, Maynard J. Sanders, to accept
2 the proposal for engineering and permitting support for the Port Security Vessel
3 Service Dock Project and to amend the Plaquemines Port, Harbor and Terminal
4 District 2022 Operating Budget of Revenue and Expenditures; and otherwise to
5 provide with respect thereto.

6
7 WHEREAS, Matrix PDM Engineering completed the Joint Permit Application (US Army
8 Corps of Engineers Permit) for the proposed Security Vessel Service Dock; and

9
10 WHEREAS, as part of the response from USACE the project will require a 408 permit and it is
11 requested to take the design package and calculations to an IFP level appropriate for review by the
12 USACE; and

13
14 WHEREAS, additional funding is needed in the amount of \$119,750; and

15
16 WHEREAS, the Plaquemines Parish Council as the sole governing authority of the Plaquemines
17 Port, Harbor and Terminal District authorizes the Executive Director, Maynard J. “Sandy”
18 Sanders, to accept the proposal from Matrix PDM Engineering to provide engineering and
19 permitting support for the Port Security Vessel Service Dock project;

20
21 NOW, THEREFORE:

22
23 BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL AS THE SOLE
24 GOVERNING AUTHORITY OF THE PLAQUEMINES PORT, HARBOR & TERMINAL
25 DISTRICT THAT:

SECTION 1

26
27
28
29 The 2022 Operating Revenue Budget is amended as follows:

Fund: 445- Plaquemines Port, Harbor & Terminal District			
Department: 490- PPHT			
Division: 2462- RESCUE BOATS			
Object	Description	Inc/Dec	Amendment
532.601	Prof Services- Planning & Engineering Services	Inc	\$119,750

SECTION 2

31
32
33
34 Plaquemines Port, Harbor & Terminal District 2022 Revenue and Expenditure Budget is hereby
35 amended for the engineering and permitting support of the Port Security Vessel Service Dock by
36 transferring \$119,750 from the Port’s unrestricted fund balance.

SECTION 3

37
38
39
40 The Secretary of this Council is hereby authorized and directed to immediately certify and release
41 this Ordinance and that Port employees and officials are authorized to carry out the purposes of
42 this Ordinance, both without further reading and approval by the Plaquemines Parish Council.

43



PROJECT LOCATION
 APPROX. RIVER MILE 53
 LAT = 29° 36' 05.99" N
 LONG = 89° 51' 28.65" W

VICINITY MAP

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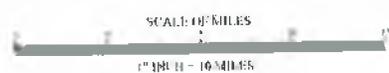


PLAQUEMINES PORT HARBOR AND TERMINAL DISTRICT SECURITY VESSEL SERVICE DOCK
 PLAQUEMINES PARISH, LOUISIANA
 VICINITY MAP

REV	DESCRIPTION	DATE	CHK'D	APP'D
A	ISSUED FOR PERMIT	06/11/21	WRG	WRG
AML				

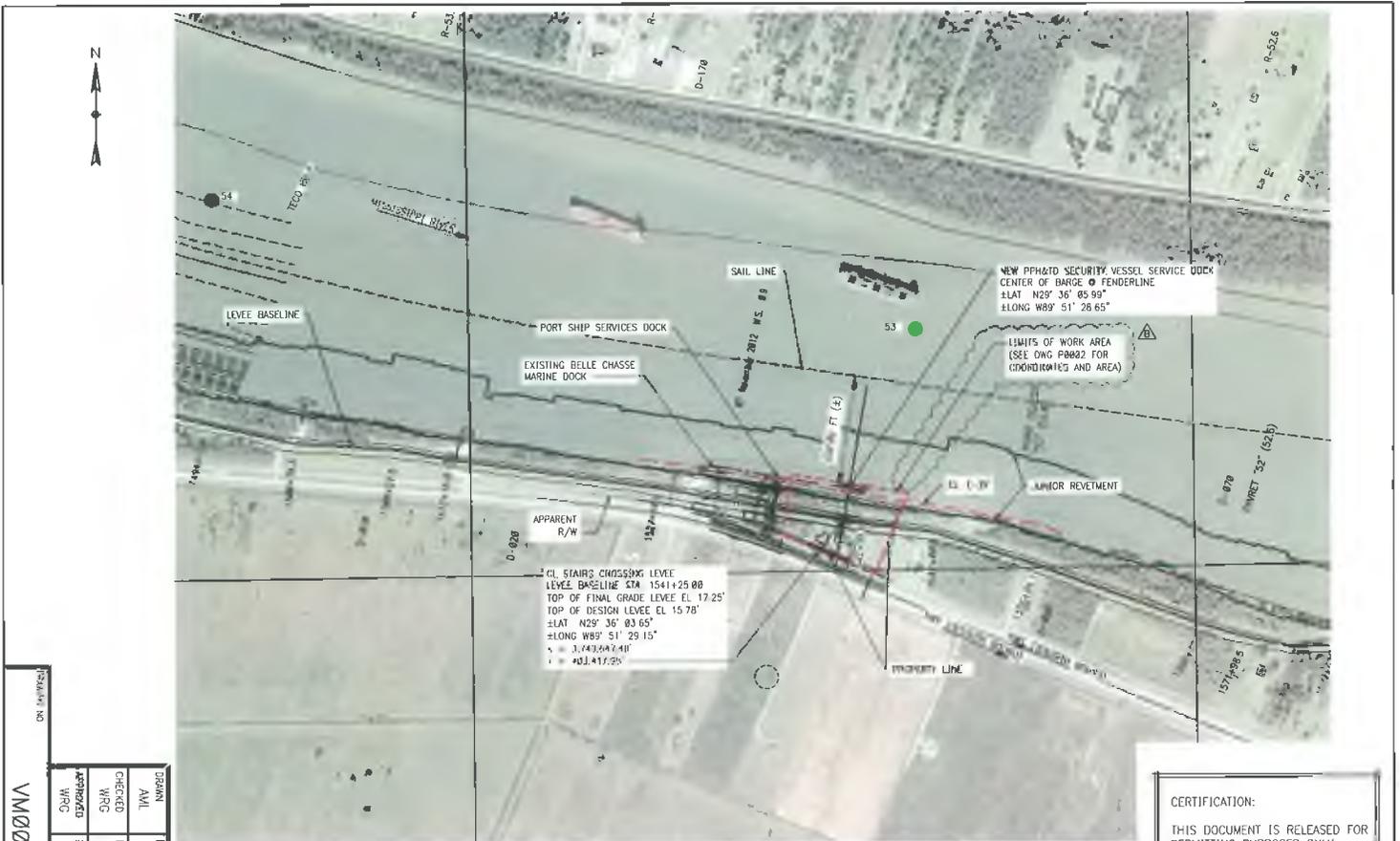
SCALE 1"=10 MILES
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DRAWN	DATE
AML	06/11/21
CHECKED	DATE
WRG	06/11/21
APPROVED	DATE
WRG	06/11/21

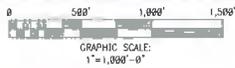


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DRAWING NO VM0001
 REV A



ENLARGED VICINITY MAP



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DESIGNED BY	DATE	07/22/21
	AML	
CHECKED BY	DATE	07/22/21
	WRG	
APPROVED BY	DATE	07/22/21
	WRG	

REV	DESCRIPTION	BY	DATE	CHK'D	APP'D
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B	ISSUED FOR PERMIT	AML	06/11/21	WRG	WRG

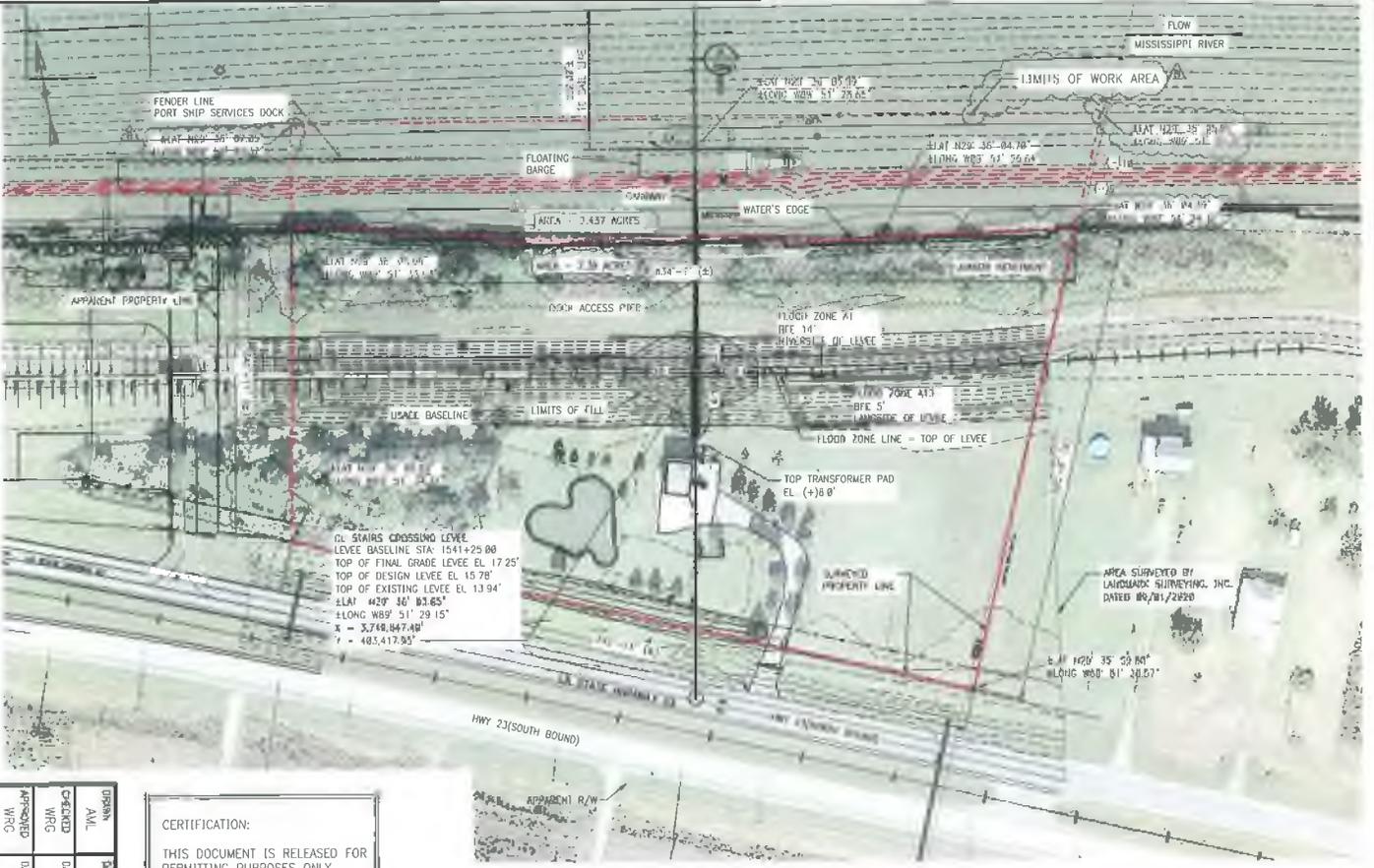
PLAQUEMINES PORT HARBOR AND TERMINAL DISTRICT SECURITY VESSEL SERVICE DOCK
 ENLARGED VICINITY MAP



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VM0002

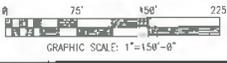
B



CL STAIRS CROSSING LEVEE
 LEVEE BASELINE STA. 1541+25.00
 TOP OF FINAL GRADE LEVEE EL. 17.25'
 TOP OF EXISTING LEVEE EL. 15.78'
 TOP OF EXISTING LEVEE EL. 13.94'
 ΔLAT 42° 30' 03.65"
 ΔLONG 85° 51' 29.15"
 R = 3,748.84740'
 T = 485.41735'

AREA SURVEYED BY
 LANDMARK SURVEYING, INC.
 DATED 06/01/2020

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 07-22-2021



OVERALL SITE PLAN

DRAWING NO. P0002

DISPERN	DATE
AML	07/22/21

CREATED	DATE
WRG	07/22/21

APPROVED	DATE
WRG	07/22/21

REV	DESCRIPTION	BY	CHK'D	APP'D
B	ISSUED FOR PERMIT	AML	07/22/21	WRG
A	ISSUED FOR PERMIT	AML	06/11/21	WRG

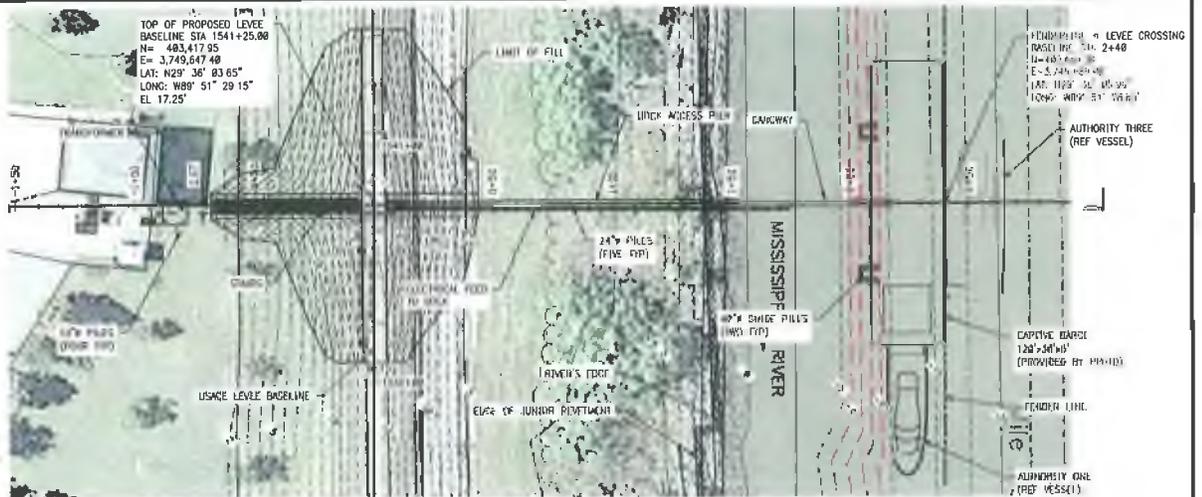
PLAQUEMINES PORT
 HARBOR AND TERMINAL DISTRICT
 SECURITY VESSEL SERVICE DOCK
 PLAQUEMINES PARISH, LOUISIANA

OVERALL SITE PLAN



**MATRIX PDM
 ENGINEERING**

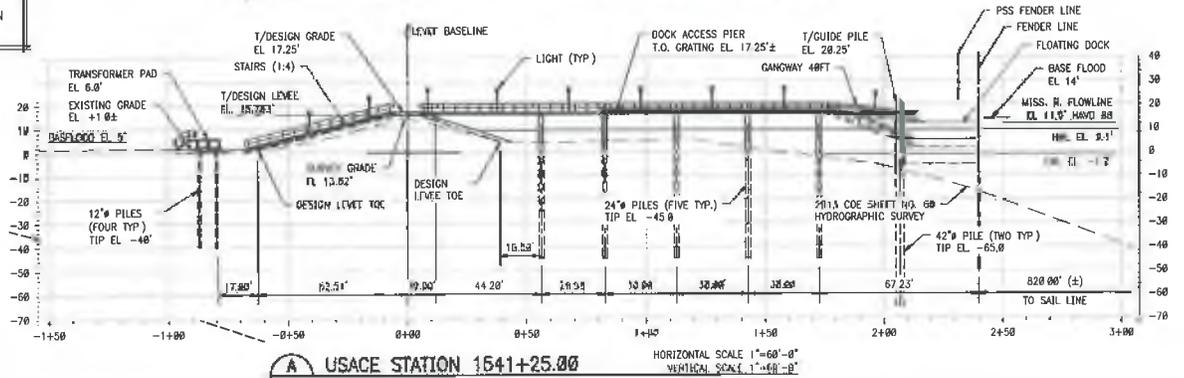
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ENLARGED PLAN @ USACE STATION 1541+25.00 SCALE 1"=60'-0"



USACE STATION 1541+25.00 HORIZONTAL SCALE 1"=60'-0" VERTICAL SCALE 1"=40'-0"

DESIGN	APPROVED	DATE
	WRG	06/11/21
CHECKED	DATE	DATE
	WRG	06/11/21
SCALE	AS NOTED	
	54091235	

REV	DESCRIPTION	DATE	CHKD	APPD
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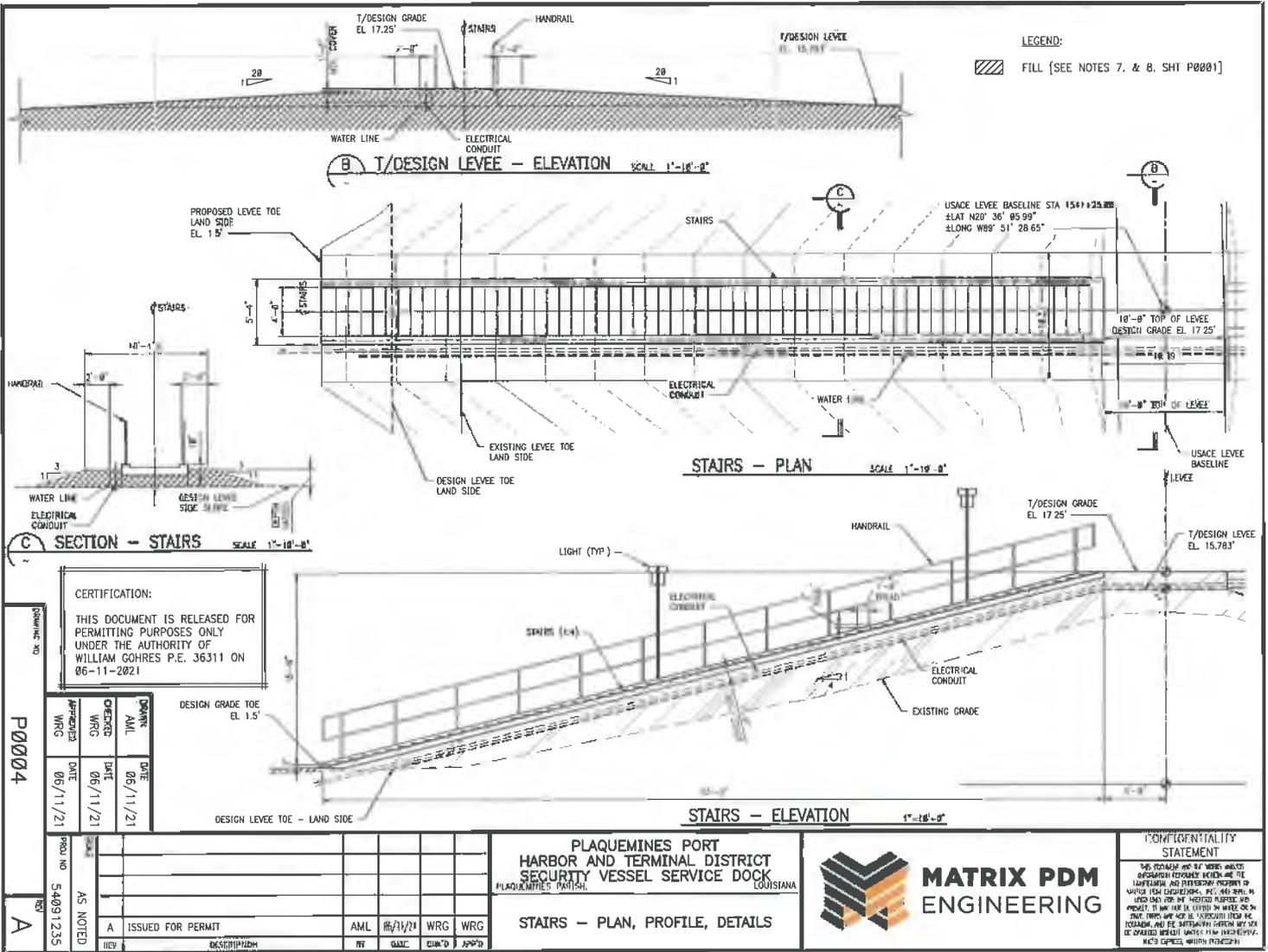
PLAQUEMINES PORT HARBOR AND TERMINAL DISTRICT SECURITY VESSEL SERVICE DOCK (LOUISIANA)

PLAN AND PROFILE



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DRAWING NO
P0004
 REV
A

APPROVED	DATE	DESIGNED	DATE
WRG	06/11/21	AML	06/11/21

NO.	DESCRIPTION	BY	DATE	APP'D
A	ISSUED FOR PERMIT	AML	06/11/21	WRG
REV				

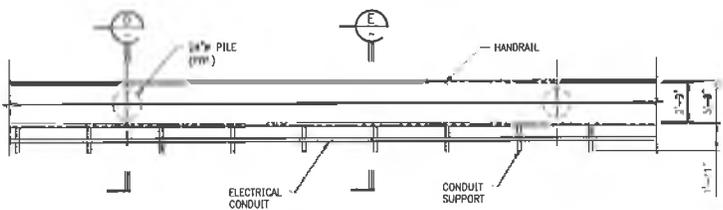
PLAQUEMINES PORT
 HARBOR AND TERMINAL DISTRICT
 SECURITY VESSEL SERVICE DOCK
PLAQUEMINES, LOUISIANA
STAIRS - PLAN, PROFILE, DETAILS

MATRIX PDM ENGINEERING

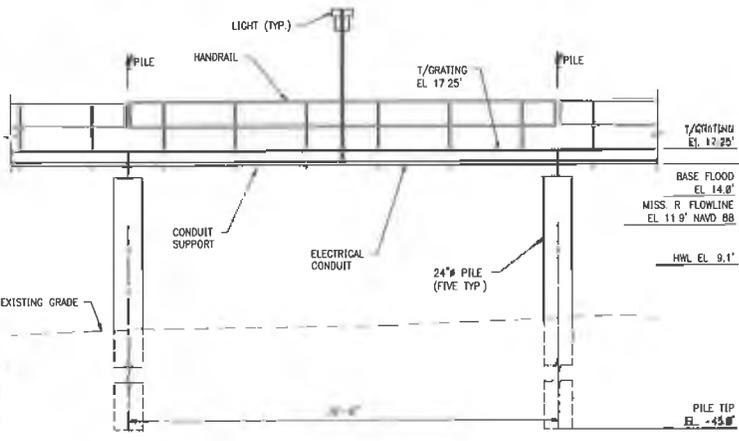
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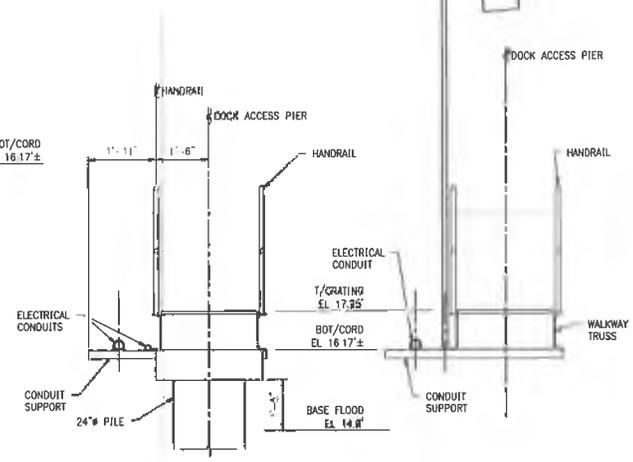
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 WILLIAM GOHRES P.E. 36311 ON
 06-11-2021



DOCK ACCESS PIER
 TRUSS PLAN
 SCALE: 1"=10'-0"



DOCK ACCESS PIER
 TRUSS ELEVATION
 SCALE: 1"=10'-0"



D SECTION SCALE: 1/4"=1'-0" E SECTION SCALE: 1/4"=1'-0"

P0005

APPROVED WRG	CHECKED WRG	DESIGNED AML	DATE 06/11/21
DATE 06/11/21	DATE 06/11/21	DATE 06/11/21	DATE 06/11/21
SCALE AS NOTED	PROJ NO 54091235		

PLAQUEMINES PORT
 HARBOR AND TERMINAL DISTRICT
 SECURITY VESSEL SERVICE DOCK
 LOUISIANA

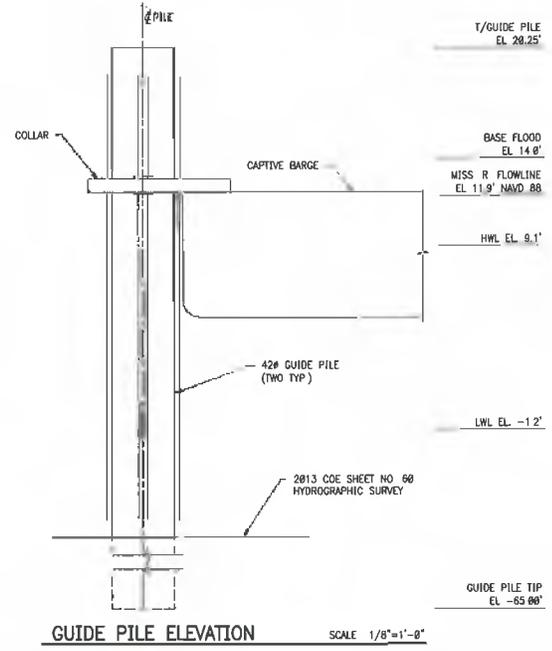
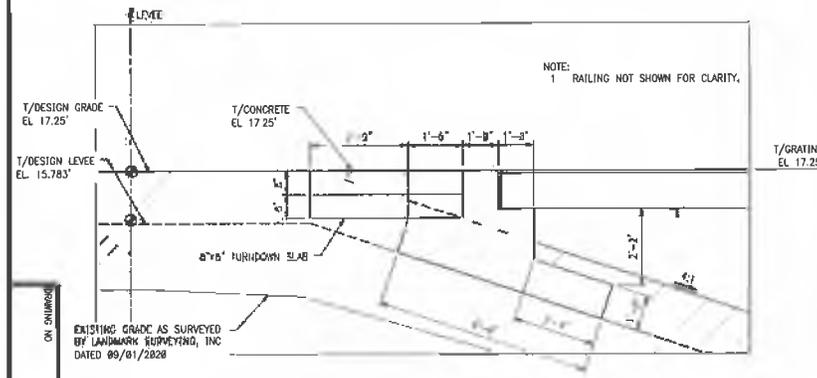
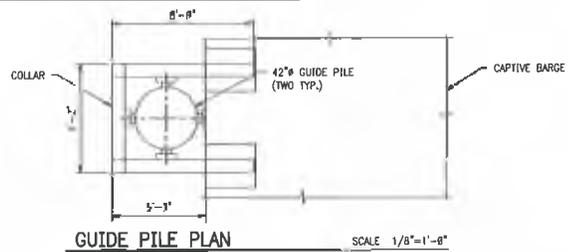
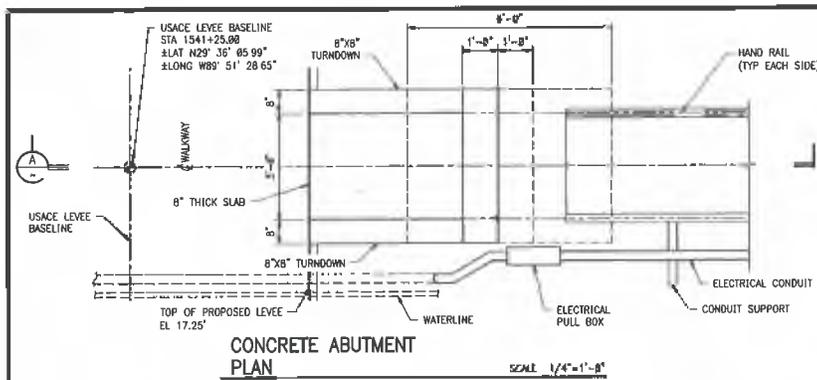
DOCK ACCESS PIER
 TRUSS - PLAN, PROFILE, DETAILS



**MATRIX PDM
 ENGINEERING**

CONFIDENTIALITY
 STATEMENT

THIS DOCUMENT AND THE CONTENTS HEREIN
 REPRESENT THE PROPERTY OF MATRIX PDM
 ENGINEERING, INC. AND SHALL BE
 KEPT CONFIDENTIAL AND NOT TO BE
 REPRODUCED OR TRANSMITTED IN ANY
 FORM OR BY ANY MEANS, ELECTRONIC
 OR MECHANICAL, INCLUDING PHOTOCOPYING,
 RECORDING, OR BY ANY INFORMATION
 STORAGE AND RETRIEVAL SYSTEM, WITHOUT
 THE WRITTEN PERMISSION OF MATRIX PDM
 ENGINEERING, INC.



APPROVED	DATE	DATE	DATE
	06/11/21	06/11/21	06/11/21

DESIGNED	DATE	DATE	DATE
	06/11/21	06/11/21	06/11/21

CERTIFICATION:
 THIS DOCUMENT IS RELEASED FOR PERMITTING PURPOSES ONLY UNDER THE AUTHORITY OF WILLIAM COMRES P.E. 36311 ON 06-11-2021

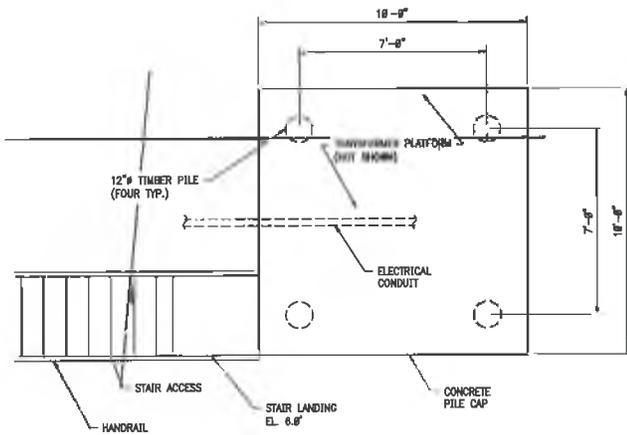
ISSUED FOR PERMIT	DATE	DATE	DATE
	06/11/21	06/11/21	06/11/21

PLAQUEMINES PORT HARBOR AND TERMINAL DISTRICT SECURITY VESSEL SERVICE DOCK
 PLAQUEMINES PARISH, LOUISIANA

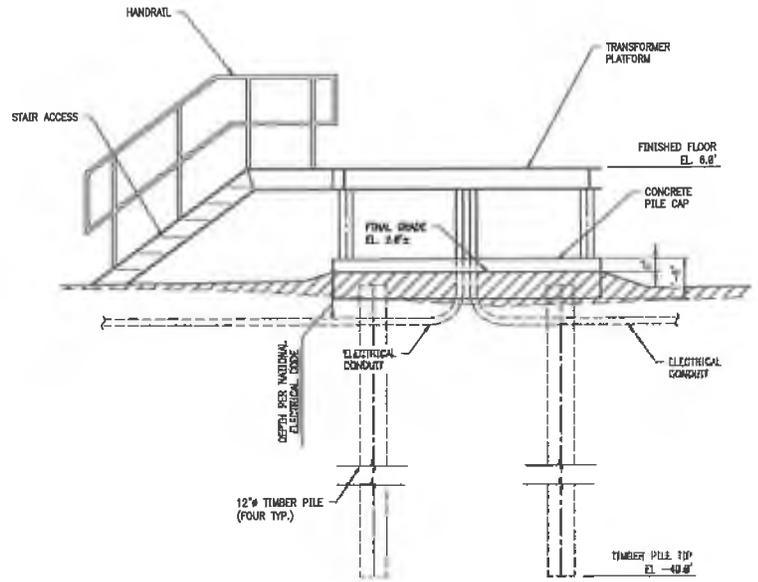
CONCRETE ABUTMENT AND GUIDE PILE PLANS AND PROFILES



CONFIDENTIALITY STATEMENT
 THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF MATRIX PDM ENGINEERING, INC. AND SHALL BE KEPT CONFIDENTIAL AND NOT TO BE DISCLOSED TO ANY OTHER PARTY WITHOUT THE WRITTEN PERMISSION OF MATRIX PDM ENGINEERING, INC.



TRANSFORMER FOUNDATION PLAN
SCALE 3/16"=1'-0"



TRANSFORMER FOUNDATION ELEVATION
SCALE 3/16"=1'-0"

P0007

DESIGNED BY	DATE
CHKD BY	DATE
APP'D BY	DATE

CERTIFICATION:
THIS DOCUMENT IS RELEASED FOR PERMITTING PURPOSES ONLY UNDER THE AUTHORITY OF WILLIAM GOHRES P.E. 38311 ON 06-11-2021

NO.	DATE	DESCRIPTION	BY	DATE	CHKD	APP'D
A	06/11/21	ISSUED FOR PERMIT	WRG	WRG		

PLAQUEMINES PORT HARBOR AND TERMINAL DISTRICT SECURITY VESSEL SERVICE DOCK
PLAQUEMINES PARISH, LOUISIANA

TRANSFORMER FOUNDATION PLANS AND ELEVATION

MATRIX PDM ENGINEERING

CONFIDENTIALITY STATEMENT
THIS DOCUMENT AND THE WORK HEREON CONTAINED HEREIN ARE THE CONFIDENTIAL AND PROPRIETARY PROPERTY OF MATRIX PDM ENGINEERING, INC. AND SHALL BE USED ONLY FOR THE PROJECT SPECIFIC AND INTENTED. IT MAY NOT BE LOANED, REPRODUCED, COPIED, OR IN ANY MANNER DISCLOSED TO ANY OTHER PARTY WITHOUT THE WRITTEN PERMISSION OF MATRIX PDM ENGINEERING, INC.

ORDINANCE NO. 22-

The following Ordinance was offered by Council Member Cognevich who moved its adoption:

1 An Ordinance to amend the 2022 Manpower Structure and Operating Expenditure
2 Budget; and otherwise to provide with respect thereto.

3 WHEREAS, after a review of the manpower needs of the Engineering and Public Works
4 Department, it has been recommended to unfund the Public Works Inspector position, position
5 number 730-1631-01;

6 NOW, THEREFORE:

7 BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL THAT:

SECTION 1

9 The 2022 Manpower Structure, is amended by unfunding the Public Works Inspection position,
10 position number 730-1631-01, in the Engineering and Public Works Department.

SECTION 2

12 The General Fund, 2022 Operating Expenditure Budget, Engineering & Public Works Department,
13 is amended as follows:

Fund: 001 General Fund			
Dept/Div: 730-4360 Engineering & Public Works			
Object	Description	Inc/ Dec	Amendment
510.005	Salaries & Wages Regular	Dec	(32,857)
515.005	P/R Taxes FICA Taxes	Dec	(476)
516.105	Retirement (PERS)	Dec	(3,779)
517.005	Group Insurance Health	Dec	(18,030)
532.001	Prof Services General	Inc	55,142

SECTION 3

28 The Secretary of this Council is hereby authorized and directed to immediately certify and release
29 this Ordinance and that Parish employees and officials are authorized to carry out the purposes of
30 this Ordinance, both without further reading and approval by the Plaquemines Parish Council.

AMENDMENT TO SERVITUDE AGREEMENT

This Amendment to Servitude Agreement (this "Amendment") is entered as of this ____ day of _____, 2022 by and between **THE PLAQUEMINES PORT, HARBOR AND TERMINAL DISTRICT**, political subdivision of the State of Louisiana, whose address is 8056 Highway 23, Third Floor, Belle Chasse, LA 70037 ("GRANTOR"), and **PLAQUEMINES PARISH GOVERNMENT**, located at 333 F. Edward Hebert Bldg. 100, Belle Chasse, Louisiana, 70037, represented herein by KIRK M. LEPINE, President of Plaquemines Parish Government ("GRANTEE").

BACKGROUND

- A. By that certain Servitude Agreement dated November 24, 1993 granted by CLL Limited Partnership, LTD. in favor of Plaquemine Parish Government, recorded January 12, 1994 at COB 823, Page 815, File No.1994-00000177, official records of Plaquemines Parish, Louisiana. (the "Agreement"), GRANTOR's predecessor in interest, CLL Limited Partnership, LTD., granted GRANTEE a servitude for the construction and installation of a parish public water line and utilities as more fully described in the Agreement.
- B. GRANTOR has leased the property more fully described in Exhibit A attached hereto, (the "Property") to VENTURE GLOBAL PLAQUEMINES LNG, LLC, a Delaware limited liability company, (the "Tenant").
- C. GRANTOR and GRANTEE desire to amend the Agreement as hereinafter set forth to relocate the servitude granted in the Agreement and specifically authorize the construction maintenance and operation of certain improvements and crossings of the Tenant, or its successors or assigns.

AMENDMENT

In consideration of the mutual covenants and agreements contained herein, GRANTOR and GRANTEE do hereby amend the Agreement as follows:

- 1. Amendments.
 - a. The servitude granted in the Agreement is hereby amended as follows:
 - i. The location of said servitude on GRANTOR's Property is hereby relocated as more fully shown and described on Exhibit B attached hereto.
 - ii. Said servitude is hereby amended by deleting the following paragraph from the Agreement:

“Grantor reserves the right to use and enjoy the above described lands and Grantor shall not construct nor permit to be constructed any house, or structure within the permanent right of way and easement.”

iii. Said servitude is hereby amended to include the following paragraph:

“Grantor reserves the right to use and enjoy the above described lands and Grantor shall not construct nor permit to be constructed any house, or structure within the permanent right of way and easement, except as set forth herein. Grantor retains for itself, its successors and assigns, to which Grantee hereby consents, the right fully to use and enjoy the property covered by the right of way insofar as such use by Grantor does not unreasonably interfere with the use and enjoyment by Grantee of the right of way and servitude herein granted. Specifically, but not by way of limitation, Grantor reserves for itself, its successors and assigns, to which Grantee hereby consents, the right to encroach upon and cross the servitude and right of way and install, operate, improve, reconstruct, replace, repair, inspect, patrol, maintain, modify and/or remove roads, streets, railroads, pipelines, sewer lines, drainage ditches, or other utilities or facilities, including, but not by way of limitation the improvements and crossings more fully depicted in Exhibit C attached hereto and made a part hereof.”

2. Agreement in Effect. Except as amended herein, all other terms and provisions of the Agreement are to remain as given in the Agreement itself.
3. Counterparts. This Amendment may be executed in counterparts.

[signatures on following page]

THUS DONE AND SIGNED on the _____ day of _____, 2022, in the presence of me, Notary, and the undersigned competent witnesses.

WITNESSES:

GRANTOR:

**THE PLAQUEMINES PORT, HARBOR AND
TERMINAL DISTRICT**

Printed Name: _____

By: _____

Name: _____

Title: _____

Printed Name: _____

Notary Public

Printed Name: _____

Bar Roll/Notary ID# _____

My Commission expires: _____

THUS DONE AND SIGNED on the _____ day of _____, 2022, in the presence of me, Notary, and the undersigned competent witnesses.

WITNESSES:

GRANTEE:

PLAQUEMINES PARISH GOVERNMENT

Printed Name: _____

KIRK M. LEPINE
President of Plaquemines Parish Government

Printed Name: _____

Notary Public

Printed Name: _____
Bar Roll/Notary ID# _____
My Commission expires: _____

EXHIBIT A

TRACT DR-5

A CERTAIN PARCEL OF LAND, together with and inclusive of bature and all bature rights, thereunto belonging or in anywise appertaining situated in the Parish of Plaquemines, State of Louisiana on the right descending bank of the Mississippi River, situated in Township 17 South, Range 25 East, Sections 1 and 2, and Township 17 South, Range 26 East, Sections 21 and 22, Deer Range Plantation, Plaquemines Parish, Louisiana and being more fully described as follows:

Commencing and Beginning at the point of intersection of the common line of Tract DR-1 and Tract DR-5 of Deer Range Plantation, with the northeasterly right of way of Louisiana State Highway Number 23, said point being marked with a 2 inch iron pipe and having a 1983 Louisiana State Plane Coordinate (South Zone) of X=3,738,050.70 feet and Y=405,989.68 feet; thence North 33 degrees 22 minutes 41 seconds East, along said common line to the point of intersection with the Mean Low Water Plane of the Mississippi River a distance of 1,020 feet, more or less;

Thence downriver along said Mean Low Water Plane of the Mississippi River to the point of intersection with the upriver line of parcel B-1, a distance of 7,105 feet, more or less;

Thence, South 4 degrees 45 minutes 47 seconds West along said upriver line of parcel B-1 to the point of intersection with the northerly line of the State of Louisiana Tract 1-2, a distance of 655 feet, more or less;

Thence along said northerly line of the State of Louisiana Tract 1-2 for the next three courses;

Thence North 85 degrees 14 minutes 09 seconds West to the point of curvature of a curve concave to the right, a distance of 2,223.67 feet;

Thence along said curve concave to the right having a radius of 2864.90 feet, a length of 926.69 feet and a chord bearing North 75 degrees 58 minutes 10 seconds West for a distance of 922.65 feet to the point of tangency;

Thence North 66 degrees 42 minutes 10 seconds West to the point of intersection with the common line of the State of Louisiana Tract 1-2 and the State of Louisiana Tract 1-1, a distance of 4,100.85 feet to a point;

Thence along the northerly line of the State of Louisiana Tract 1-1 for the next three courses;

Thence North 66 degrees 42 minutes 10 seconds West to the point of curvature of a curve concave to the left, a distance of 76.43 feet;

Thence along said curve concave to the left having a radius of 7529.44 feet, a length of 250.73 feet and a chord bearing North 67 degrees 39 minutes 01 second West for a distance of 250.72 feet to the point of tangency;

Thence North 68 degrees 35 minutes 53 seconds West a distance of 49.54 feet to a point;

Thence North 33 degrees 22 minutes 41 seconds East a distance of 146.56 feet to the point of intersection with the northeasterly right of way of Louisiana State Highway Number 23, and the POINT OF BEGINNING.

All as more fully described in that certain Cash Sale to Plaquemines Port Harbor & Terminal District, recorded December 9, 2013 under File Number 2013-00005489, Book 1308, Page 52, Plaquemines Parish Clerk of Court's Office, as corrected by that certain Act of Correction to Cash Sale recorded October 26, 2020 under File Number 2020-00004504, Book 1430, Page 970, Plaquemines Parish Clerk of Court's Office.

And

TRACT DR-3

A CERTAIN PARCEL OF LAND, together with and inclusive of batture and all batture rights thereunto belonging or in anywise appertaining situated in the Parish of Plaquemines, State of Louisiana on the right descending bank of the Mississippi River, situated in Township 17 South, Range 25 East, Sections 1, 2 and 3, Deer Range Plantation, Plaquemines Parish, Louisiana and being more fully described as follows:

Commencing as the point of intersection of the common line of Tract DR-1 and Tract DR-5 of Deer Range Plantation, with the northeasterly right of way of Louisiana State Highway Number 23, said point being marked with a 2 inch iron pipe and having a 1983 Louisiana State Plane Coordinate (South Zone) of X=3,738,050.70 feet and Y=405,989.68 feet; thence South 33 degrees 22 minutes 41 seconds West, along said common line a distance of 61.24 feet to the point of intersection with a line 50.00 feet northerly of the centerline of the old highway (southbound lane), said line being the southwesterly line of Tract DR-1; thence continuing South 33 degrees 22 minutes 41 seconds West to the point of intersection with the northeasterly line of the State of Louisiana Tract 1-1, a distance of 85.32 feet, thence continuing South 33 degrees 22 minutes 41 seconds West across State of Louisiana Tract 1-1, a distance of 81.36 feet to the point of intersection with the southwesterly line of said State of Louisiana Tract 1-1, said point also being the point of intersection with the common line of Tracts DR-2A and DR-3 and the POINT OF BEGINNING.

Thence South 59 degrees 39 minutes 03 seconds East, along the common line of said Tract 1-1 and DR-3, a distance of 115.82 feet to a point;

Thence South 66 degrees 42 minutes 54 seconds East, continuing along said common line of said Tract 1-1 and DR-3 to the point of intersection with the common line of said Tract 1-1 and the State of Louisiana Tract 1-2 distance of 272.80 feet.

Thence continuing South 66 degrees 42 minutes 54 seconds East, along the common line of said Tract 1-2 and DR-3, a distance of 2927.20 feet to a point.

Thence South 66 degrees 13 minutes 10 seconds East, continuing along said common line to the point of intersection with the common line of Tract DR-3 and DR-4, a distance of 1,044.29 feet.

Thence South 32 degrees 33 minutes 49 seconds West, along said common line to the point of intersection with the common line of Duckland, L.L.C. and Tract DR-3, a distance of 4,376.91 feet;

Thence North 77 degrees 09 minutes 29 seconds West, along said common line of Duckland, L.L.C. and Tract DR-3 a distance of 2,359.62 feet to a point.

Thence North 52 degrees 40 minutes 26 seconds West continuing along the common line of Duckland, L.L.C. and Tract DR-3 to the point of intersection with the common line of Tract DR-2A and DR-3, a distance of 2,153.48 feet.

Thence North 33 degrees 22 minutes 41 seconds East, a distance of 4,314.92 feet along said common line to the point of intersection with the common line of State of Louisiana Tract 1-1 and DR-3, and the POINT OF BEGINNING.

All as more fully described in that certain Cash Sale to Plaquemines Port Harbor & Terminal District, recorded December 9, 2013 under File Number 2013-00005489, Book 1308, Page 52, Plaquemines Parish Clerk of Court's Office, as corrected by that certain Act of Correction to Cash Sale recorded October 26, 2020 under File Number 2020-00004504, Book 1430, Page 970, Plaquemines Parish Clerk of Court's Office.

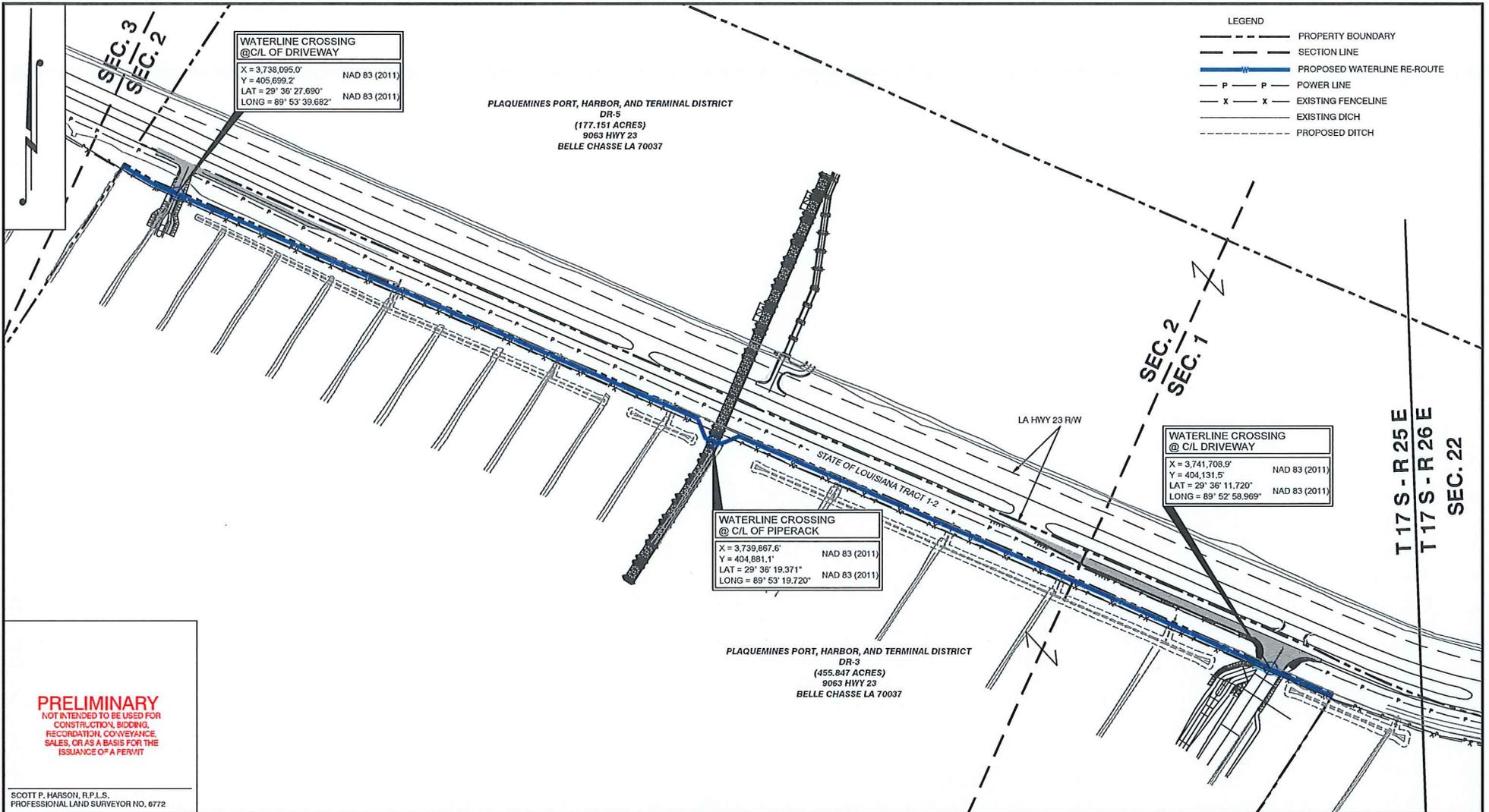
EXHIBIT B

[INSERT PLAT WITH NEW WATERLINE LOCATION]

EXHIBIT C

[INSERT DRAWINGS DEPICTING CROSS SECTIONS]

2/15/2022 - PLY-2019.0594-DRIVEWAY CROSSING PROFILES/WATERLINE/2019.0594-DRIVEWAY X-ING-WL-DTL.DWG



**WATERLINE CROSSING
@ C/L OF DRIVEWAY**
 X = 3,738,095.0' NAD 83 (2011)
 Y = 405,699.2' NAD 83 (2011)
 LAT = 29° 36' 27.690" NAD 83 (2011)
 LONG = 89° 53' 39.682" NAD 83 (2011)

**PLAQUEMINES PORT, HARBOR, AND TERMINAL DISTRICT
DR-5
(177.151 ACRES)
9063 HWY 23
BELLE CHASSE LA 70037**

**WATERLINE CROSSING
@ C/L OF PIPERACK**
 X = 3,739,867.6' NAD 83 (2011)
 Y = 404,881.1' NAD 83 (2011)
 LAT = 29° 36' 19.371" NAD 83 (2011)
 LONG = 89° 53' 19.720" NAD 83 (2011)

**WATERLINE CROSSING
@ C/L DRIVEWAY**
 X = 3,741,708.9' NAD 83 (2011)
 Y = 404,131.5' NAD 83 (2011)
 LAT = 29° 36' 11.720" NAD 83 (2011)
 LONG = 89° 52' 58.969" NAD 83 (2011)

- LEGEND**
- — — — — PROPERTY BOUNDARY
 - — — — — SECTION LINE
 - — — — — PROPOSED WATERLINE RE-ROUTE
 - P — P — POWER LINE
 - X — X — EXISTING FENCELINE
 - — — — — EXISTING DICH
 - - - - - PROPOSED DITCH

PRELIMINARY
 NOT INTENDED TO BE USED FOR
 CONSTRUCTION, BIDDING,
 RECORDATION, CONVEYANCE,
 SALES, OR AS A BASIS FOR THE
 ISSUANCE OF A PERMIT

SCOTT P. HANSON, R.P.L.S.
 PROFESSIONAL LAND SURVEYOR NO. 6772

NOTES:
 I CERTIFY THAT THE TOPOGRAPHIC SURVEY DEPICTED ON THIS PLAN WAS PERFORMED ON THE GROUND UNDER MY SUPERVISION IN ACCORDANCE WITH GENERALLY ACCEPTED SURVEY PRACTICES. THIS SURVEY DOES NOT MEET THE STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS AS SET FORTH BY THE LOUISIANA PROFESSIONAL ENGINEERING AND LAND SURVEYING BOARD.

T. BAKER SMITH
 A CENTURY OF SOLUTIONS
 107 Global Circle, Lafayette, LA 70503
 (337) 735-2800 - tb@tbsmith.com

SCALE: 1" = 300'

REV. NO.	REV. DATE	REV. BY

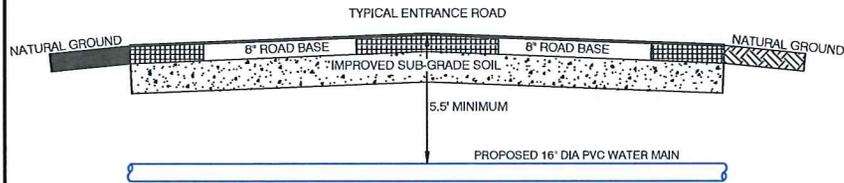
REVISION DESCRIPTION:
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DATE:	02/15/2022	JOB NO.:	2019.0594
DRAWING NAME: 2019.0594-DRIVEWAY X-ING-WL-DTL.DWG			
PROJECTION: LOUISIANA SOUTH ZONE			
GEO. DATUM: NAD83 (2011) VERT. DATUM: NAVD88			
GRID UNITS: US SURVEY FEET			
SHEET NO.:	1	OF	2

PLAN VIEW

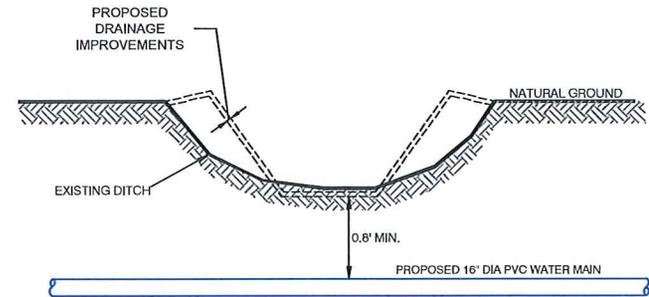
VENTURE GLOBAL LNG, INC.
 DETAIL SHOWING PROPOSED WATERLINE RE-ROUTE
 ACROSS PERMANENT DRIVEWAYS AND PIPERACK
 SECTIONS 1 & 2
 T17S-R25E
 PLAQUEMINE PARISH, LOUISIANA

2/15/2022 - PLY-201901016-0594-DIV-DRIVEWAY CROSSING PROFILES WATERLINE 2019.0594-DRIVEWAY X-ING-WL-DTL.DWG



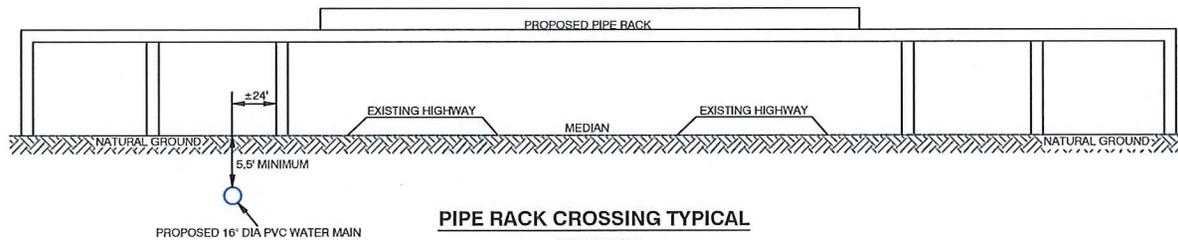
TYPICAL DRIVEWAY CROSSING

NOT TO SCALE



TYPICAL DITCH CROSSING

NOT TO SCALE



PIPE RACK CROSSING TYPICAL

NOT TO SCALE

PRELIMINARY
NOT INTENDED TO BE USED FOR
CONSTRUCTION, BIDDING,
RECORDATION, CONVEYANCE,
SALES, OR AS A BASIS FOR THE
ISSUANCE OF A PERMIT

SCOTT P. HANSON, R.P.L.S.,
PROFESSIONAL LAND SURVEYOR NO. 6772

NOTES:

I CERTIFY THAT THE TOPOGRAPHIC SURVEY DEPICTED ON THIS PLAT WAS PERFORMED ON THE GROUND UNDER MY SUPERVISION IN ACCORDANCE WITH GENERALLY ACCEPTED SURVEY PRACTICES. THIS SURVEY DOES NOT MEET THE STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS AS SET FORTH BY THE LOUISIANA PROFESSIONAL ENGINEERING AND LAND SURVEYING BOARD.

T. BAKER SMITH
A CENTURY OF SOLUTIONS
107 Global Circle, Lafayette, LA 70503
(337)735-2800 - tbsmith.com

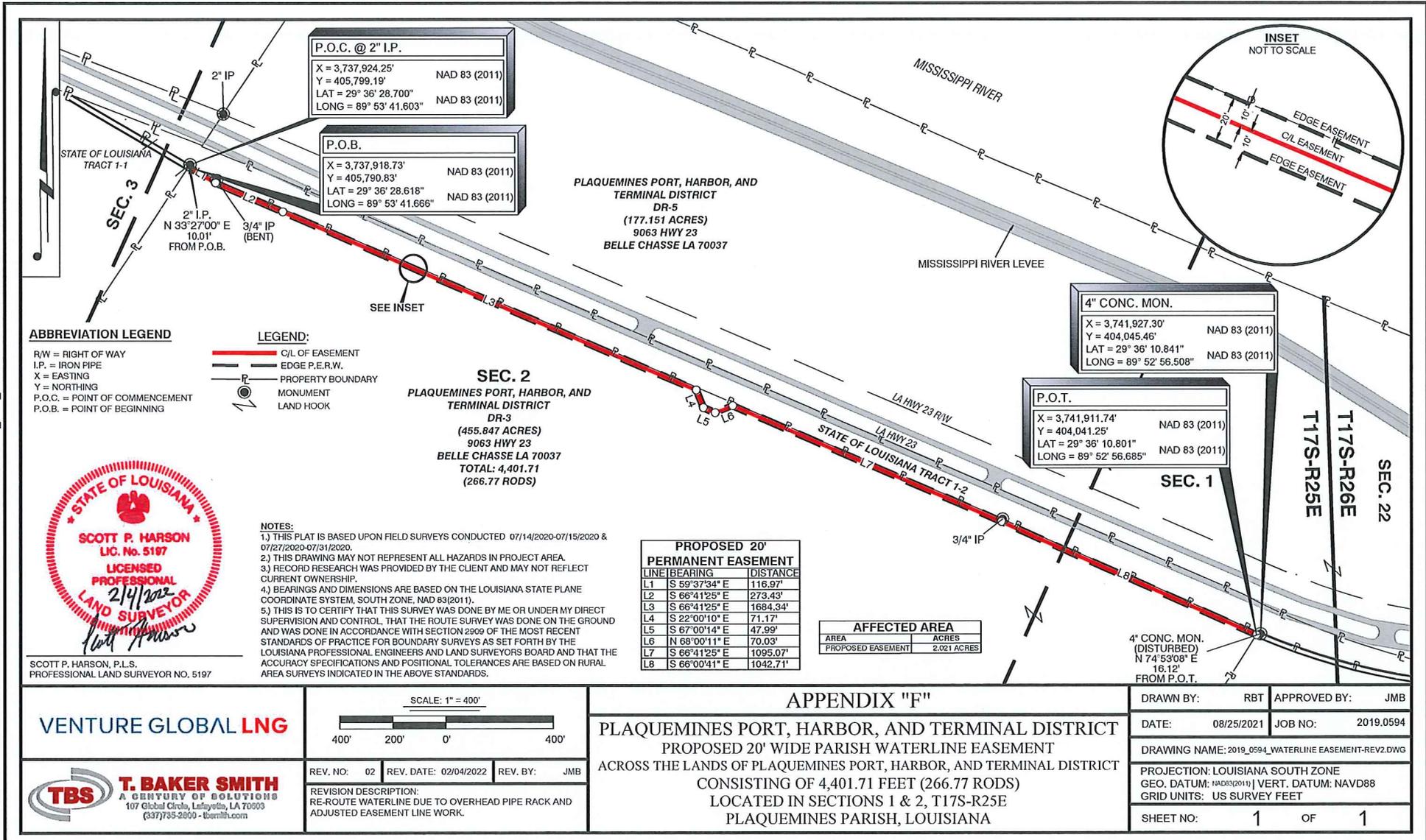
REV. NO.	REV. DATE	REV. BY
REVISION DESCRIPTION:		

DRAWN BY:	JPD	APPROVED BY:	JMB
DATE:	02/15/2022	JOB NO.:	2019.0594
DRAWING NAME: 2019.0594-DRIVEWAY X-ING-WL-DTL.DWG			
PROJECTION: LOUISIANA SOUTH ZONE			
GEO. DATUM: NAD83 (2011) VERT. DATUM: NAVD88			
GRID UNITS: US SURVEY FEET			
SHEET NO.:	2	OF	2

PLAN VIEW

VENTURE GLOBAL LNG, INC.
DETAIL SHOWING PROPOSED WATERLINE RE-ROUTE
ACROSS PERMANENT DRIVEWAYS AND PIPERACK
SECTIONS 1 & 2
T17S-R25E
PLAQUEMINE PARISH, LOUISIANA

2/4/2022 - P:\Y-2019\2019\0594\DWG\PARISH WATERLINE EASEMENT\REV2019_0594_WATERLINE EASEMENT-REV2.DWG



P.O.C. @ 2" I.P.
 X = 3,737,924.25' NAD 83 (2011)
 Y = 405,799.19' NAD 83 (2011)
 LAT = 29° 36' 28.700" NAD 83 (2011)
 LONG = 89° 53' 41.603" NAD 83 (2011)

P.O.B.
 X = 3,737,918.73' NAD 83 (2011)
 Y = 405,790.83' NAD 83 (2011)
 LAT = 29° 36' 28.618" NAD 83 (2011)
 LONG = 89° 53' 41.666" NAD 83 (2011)

4" CONC. MON.
 X = 3,741,927.30' NAD 83 (2011)
 Y = 404,045.46' NAD 83 (2011)
 LAT = 29° 36' 10.841" NAD 83 (2011)
 LONG = 89° 52' 56.508" NAD 83 (2011)

P.O.T.
 X = 3,741,911.74' NAD 83 (2011)
 Y = 404,041.25' NAD 83 (2011)
 LAT = 29° 36' 10.801" NAD 83 (2011)
 LONG = 89° 52' 56.685" NAD 83 (2011)

PROPOSED 20' PERMANENT EASEMENT		
LINE	BEARING	DISTANCE
L1	S 59°37'34" E	116.97'
L2	S 66°41'25" E	273.43'
L3	S 66°41'25" E	1684.34'
L4	S 22°00'10" E	71.17'
L5	S 67°00'14" E	47.99'
L6	N 68°00'11" E	70.03'
L7	S 66°41'25" E	1095.07'
L8	S 66°00'41" E	1042.71'

AFFECTED AREA	
AREA	ACRES
PROPOSED EASEMENT	2.021 ACRES

NOTES:
 1.) THIS PLAT IS BASED UPON FIELD SURVEYS CONDUCTED 07/14/2020-07/15/2020 & 07/27/2020-07/31/2020.
 2.) THIS DRAWING MAY NOT REPRESENT ALL HAZARDS IN PROJECT AREA.
 3.) RECORD RESEARCH WAS PROVIDED BY THE CLIENT AND MAY NOT REFLECT CURRENT OWNERSHIP.
 4.) BEARINGS AND DIMENSIONS ARE BASED ON THE LOUISIANA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 83(2011).
 5.) THIS IS TO CERTIFY THAT THIS SURVEY WAS DONE BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL THAT THE ROUTE SURVEY WAS DONE ON THE GROUND AND WAS DONE IN ACCORDANCE WITH SECTION 2909 OF THE MOST RECENT STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS AS SET FORTH BY THE LOUISIANA PROFESSIONAL ENGINEERS AND LAND SURVEYORS BOARD AND THAT THE ACCURACY SPECIFICATIONS AND POSITIONAL TOLERANCES ARE BASED ON RURAL AREA SURVEYS INDICATED IN THE ABOVE STANDARDS.

VENTURE GLOBAL LNG

TBS T. BAKER SMITH
 A CENTURY OF SOLUTIONS
 107 Global Circle, Lafayette, LA 70503
 (337)785-2800 - tbsmith.com

SCALE: 1" = 400'

REV. NO: 02 REV. DATE: 02/04/2022 REV. BY: JMB

REVISION DESCRIPTION:
 RE-ROUTE WATERLINE DUE TO OVERHEAD PIPE RACK AND ADJUSTED EASEMENT LINE WORK.

APPENDIX "F"
 PLAQUEMINES PORT, HARBOR, AND TERMINAL DISTRICT
 PROPOSED 20' WIDE PARISH WATERLINE EASEMENT
 ACROSS THE LANDS OF PLAQUEMINES PORT, HARBOR, AND TERMINAL DISTRICT
 CONSISTING OF 4,401.71 FEET (266.77 RODS)
 LOCATED IN SECTIONS 1 & 2, T17S-R25E
 PLAQUEMINES PARISH, LOUISIANA

DRAWN BY:	RBT	APPROVED BY:	JMB
DATE:	08/25/2021	JOB NO.:	2019.0594
DRAWING NAME: 2019_0594_WATERLINE EASEMENT-REV2.DWG			
PROJECTION: LOUISIANA SOUTH ZONE GEO. DATUM: NAD83(2011) VERT. DATUM: NAVD88 GRID UNITS: US SURVEY FEET			
SHEET NO.:	1	OF	1

177

815

SERVITUDE AGREEMENT UNITED STATES OF AMERICA

BY: CIL LIMITED PARTNERSHIP STATE OF LOUISIANA

AND: PLAQUEMINES PARISH GOVERNMENT PARISH OF PLAQUEMINES

THIS AGREEMENT MADE AND ENTERED into on this 24th day of NOVEMBER, 1993 by and between:

CIL LIMITED PARTNERSHIP, LTD., a Nevada Limited Partnership, appearing herein by and through Citrus Lands of Louisiana, Inc., General Partner a Louisiana Corporation having its principal place of business in the Parish of Plaquemines, State of Louisiana, and its mailing address at P. O. Box 487, Belle Chasse, Louisiana, 70037, herein represented by Louis Perschall, its Controller, duly authorized by Resolution of the Board of Directors thereof adopted May 25, 1993 a certified copy of which is attached hereto and made part hereof, hereinafter referred to as "GRANTOR".

AND

PLAQUEMINES PARISH GOVERNMENT, represented herein by its President LUKE A. PETROVICH, authorized to accept said right of way, for and on behalf of the Plaquemines Parish Government, hereinafter referred to as "GRANTEE"

WITNESSETH:

WHEREAS, Grantee is in need of right of way for the purpose of construction and installation of Parish Public improvement project, the installation of a Parish public water line and utilities along the right and left descending side of the Louisiana State Highway Number 23, Right of Way, as depicted on the plans prepared by Linfield, Hunter and Junius, Inc., Consulting Engineers, Project Number 91-77A, dated November 25, 1991, and State of Louisiana, Department of Transportation and Development, Right of Way Property Map, State Highway Number 23, State Project No. 62-03-16, Deer Range to West Pointe ala Hache, Plaquemines Parish, Louisiana dated August 31, 1990, copies of which are on file in the Plaquemines Parish Government, Land Office, 3708 Main Street, Belle Chasse, Louisiana.

57 JUN 12 1993

WHEREAS, Grantor is the owner in fee simple of that certain tract or parcel of land over which said Parish public improvement projects are needed.

NOW THEREFORE, for and in consideration of the benefits, uses and advantages accruing to Grantor by reason of location and installation of the said public improvement project hereinabove described on grantor's property hereinbelow described, Grantor(s) do hereby grant, convey, transfer, assign, set over and deliver with all legal warranties and with full substitution and subrogation in and to all rights and actions of warranty which Grantor(s) have or may have against all preceding owners or vendors unto:

PLAQUEMINES PARISH GOVERNMENT, governing authority for the Parish of Plaquemines, appearing through Luke A. Petrovich, Parish President, duly authorized, hereinafter referred to as Grantee.

and its successors and its assigns, the full complete, perpetual and assignable easement, servitude, and right of way in, on, over and across the land hereinafter identified for the location or relocation, installation, construction, maintenance, alteration, operation of a Parish public water line and facilities and other utilities, including the right to borrow, excavate, and remove soil, dirt and other materials; together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstacles and other vegetation, structures, or obstacles with the limits of the right of way, reserving, however, to the owner, their heirs and assigns, all such rights and privileges in the land as may be used without interfering with or abridging the rights and easements hereby acquired.

Said servitude or right of way herein granted particularly described as follows:

A CERTAIN TRACT or parcel of land having and measuring the full width of Grantor's property on the right descending Side of Louisiana State Highway Number 23, right of way and extending in depth in the direction of the 40 arpent line between parallel lines, a distance of twenty (20') feet beginning on State Project 62-03-16, Deer Range to West Pointe ala Nache, starting at Highway Station 95+00

which is roughly one hundred (100') feet north or up river of Citrus Lands' Access Road and extending in a downriver direction along the right descending right of way line of Louisiana State University to Highway Station 211+50.

A CERTAIN TRACT or parcel of land located on the left descending side of Louisiana State Highway Number 23, having and measuring the full width of Grantor's property on the left descending right of way line of Louisiana State Highway Number 23 and extending in depth in the direction of the Mississippi River a distance of twenty (20') feet beginning on State Project No. 62-03-16, Deer Range to West Pointe ala Nache, at Highway Station 208+50 and extending down river along the left descending right of way line of Highway No. 23 to Highway Station 322+24.33 which is the upper property line of Ralph Brown.

A CERTAIN TRACT or parcel of land located on the left descending side of Louisiana State Highway 23, having and measuring the full width of Grantor's property on the left descending right of way line of Louisiana State Highway No. 23 and extending in depth in the direction of the Mississippi River a distance of twenty (20') feet beginning at State Project No. 62-03-16, Deer Range to West Pointe ala Nache Louisiana beginning at Highway Station 271+14.63 (which is the lower property line of Louisiana State University Experimental Station and extending downriver along the left descending right of way line of Louisiana Highway 23 to Highway Station Number 407+69.06 which is the upper property line of Charlie Lacrosse et als.)

Said servitude and rights of way herein granted are more particularly described on the plans and details prepared by Linfield, Hunter and Junius, Inc., Consulting Engineers, Project Number 91-77A, dated November 25, 1991, and State of Louisiana, Department of Transportation and Development, Right of Way Property Map, State Highway Number 23, State Project No. 62-03-16, Deer Range to West Pointe ala Nache, Plaquemines Parish, Louisiana dated August 31, 1990, copies of which are on file in the Plaquemines Parish Government, Land Office, 3708 Main Street, Belle Chasse, Louisiana for the Plaquemines Parish Government, copies are on file in the Plaquemines

Parish Government, Land Office, 3708 Main Street, Belle Chasse, Louisiana.

Together with all rights of ingress and egress to and from said servitude and easement for the purposes of benefits aforesaid.

Grantor reserves the right to use and enjoy the above described lands and Grantor shall not construct nor permit to be constructed any house, or structure within the permanent right of way and easement.

Grantee shall have the right to clear, and keep clear, all trees, undergrowth and other obstructions for the right of way.

Grantee hereby agrees that it shall be responsible for any damages done or caused to be done to the premises by reason of the construction or improvements and the maintenance and operation of the hereinabove described public project.

It is agreed between the parties hereto that ingress and egress shall be through existing gates and no fences are to be torn down without first obtaining, in writing, the landowners' permission.

It is also agreed between the parties that due to the fact the right of way runs through pasture land the contractor for the installation of this waterline is to work closely with the landowner.

And now to these presents comes Luke A. Petrovich, Parish President, Plaquemines Parish Government, duly authorized, who hereby accepts the grant of right of way for the purposes and on the terms and conditions set forth hereinabove, for and on behalf of the Plaquemines Parish Government, the Parish of Plaquemines, its successors and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day, month and year first above written, in the

MINUTES OF SPECIAL MEETING
OF
CLL LIMITED PARTNERSHIP, LTD.
HELD AT ITS OFFICE AT
BELLE CHASSE, LOUISIANA ON
MAY 25, 1993

At a Special Meeting duly called and a quorum being present, the following Resolution was adopted:

BE IT RESOLVED by the Board of Directors of CLL LIMITED PARTNERSHIP, LTD., that its Controller, LOUIS PERSCHALL, he and he is hereby authorized and directed to enter into and execute for and on behalf of CLL LIMITED PARTNERSHIP, LTD. an agreement with the Parish of Plaquemines for the granting of a 20' foot servitude adjoining Louisiana State Highway Number 23 for the installation of a Parish public water line and utilities more particularly described as follows:

A CERTAIN TRACT or parcel of land having and measuring the full width of Grantor's property on the right descending Side of Louisiana State Highway Number 23, right of way and extending in depth in the direction of the 40 arpent line between parallel lines, a distance of twenty (20') feet beginning on State Project 62-03-16, Deer Range to West Pointe ala Hache, starting at Highway Station 95+00 which is roughly one hundred (100') feet north or up river of Citrus Lande' Access Road and extending in a downriver direction along the right descending right of way line of Louisiana State University to Highway Station 211+50.

A CERTAIN TRACT or parcel of land located on the left descending side of Louisiana State Highway Number 23, having and measuring the full width of Grantor's property on the left descending right of way line of Louisiana State Highway Number 23 and extending in depth in the direction of the Mississippi River a distance of twenty (20') feet beginning on State Project No. 62-03-16, Deer Range to West Pointe ala Hache, at Highway Station 208+50 and extending down river along the left descending right of way line of Highway No. 23 to Highway Station 322+24.33 which is the upper property line of Ralph Brown.

820

A CERTAIN TRACT or parcel of land located on the left descending side of Louisiana State Highway 23, having and measuring the full width of Grantor's property on the left descending right of way line of Louisiana State Highway No. 23 and extending in depth in the direction of the Mississippi River a distance of twenty (20') feet beginning at State Project No. 62-93-16, Deer Range to West Pointe ala Hache Louisiana beginning at Highway Station 371+14.63 (which is the lower property line of Louisiana State University Experimental Station and extending downriver along the left descending right of way line of Louisiana Highway 23 to Highway Station Number 407+69.06 which is the upper property line of Charlie Lacrosse et als.)

I, the undersigned secretary of CLL LIMITED PARTNERSHIP, LTD hereby certify that the above and foregoing Resolution is a true and correct extract of the minutes of the said board of directors of said corporation held on May 25, 1993.


A ~~secretary~~ Secretary
EDWIN J. BLAIR

821

presence of the undersigned competent witnesses, who hereunto set their hands with appearers, after due reading of the whole.

WITNESSES:

Paul Jack Griffin, III
Paul Jack Griffin, III

Enith Menendez
Enith Menendez

CLL LIMITED PARTNERSHIP, LTD.
CITRUS LANDS OF LA., INC., GENERAL PARTNER

BY: *Louis Perschall, Jr.*
Louis Perschall, Jr.

PLAQUEMINES PARISH GOVERNMENT

BY: *Luke A. Petrovich*
LUKE A. PETROVICH
Parish President

822

ACKNOWLEDGEMENT

STATE OF LOUISIANA
PARISH OF PLAQUEMINES

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for the State and Parish aforesaid, personally came and appeared:

PAUL JACK GRIFFIN, III

who being by me, first duly sworn, did depose and say that he was a witness, along with Enith Menendez to the above and foregoing instrument; that he saw Louis Pershall, Controller, and in his said capacity for and on behalf of the said CLL Partnership Ltd., for the uses, purposes and considerations therein expressed.

IN WITNESS WHEREOF, the said appearer has executed this acknowledgement in my presence and in the presence of the undersigned competent witnesses on this 4th day of January, 1994.

WITNESSES:

Enith E. Menendez
Enith E. Menendez

Paul Jack Griffin, III
Paul Jack Griffin, III

Larry S. Jones
Larry S. Jones

[Signature]
Notary Public

823

A C K N O W L E D G E M E N T

STATE OF LOUISIANA
PARISH OF PLAQUEMINES

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for the State and Parish aforesaid, personally came and appeared:

PAUL JACK GRIFFIN, III

who being by me, first duly sworn, did depose and say that he was a witness, along with Enith Menendez to the above and foregoing instrument; that he saw Luke A. Petrovich, Parish President, and in his said capacity for and on behalf of the said Plaquemines Parish Government, did sign said instrument as his own free will, act and deed of the Plaquemines Parish Government, for the uses, purposes and considerations therein expressed.

IN WITNESS WHEREOF, the said appearer has executed this acknowledgement in my presence and in the presence of the undersigned competent witnesses on this 4th day of January, 1994.

WITNESSES:

Enith E. Menendez
Enith E. Menendez

Paul Jack Griffin, III
Paul Jack Griffin, III

Larry C. Jones
Larry C. Jones

[Signature]
Notary Public

RECORDED PARISH OF PLAQUEMINES

ON JAN 12 1994

... C. O. B. 823 FOLIO 815

[Signature]
CLERK OF COURT

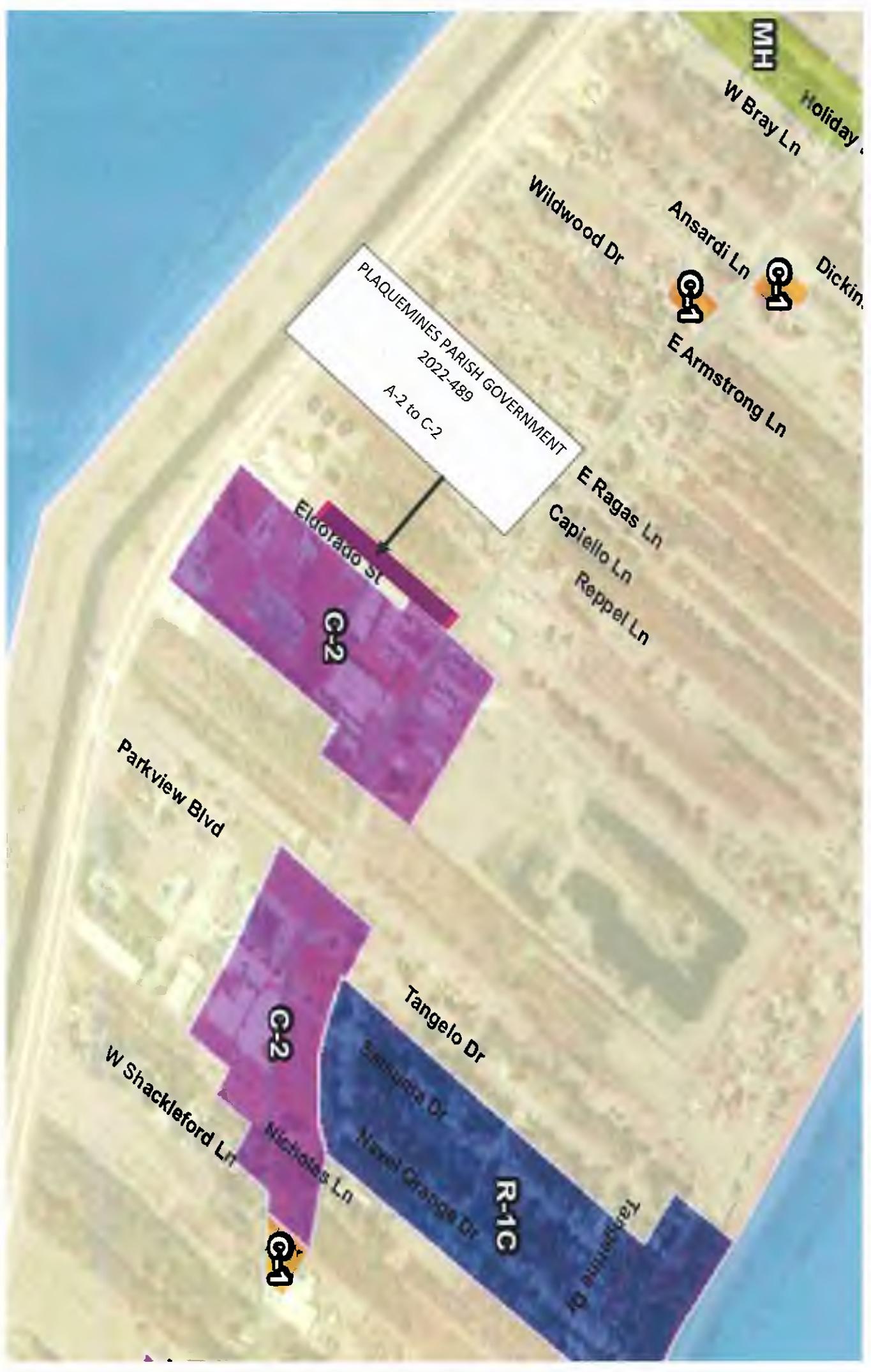
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SECTION 2

The Secretary of this Council is hereby authorized and directed to immediately certify and release this Ordinance and that Parish employees and officials are authorized to carry out the purposes of this Ordinance, both without further reading and approval by the Plaquemines Parish Council.



PLAQUEMINES PARISH GOVERNMENT
2022-489



PLAQUEMINES PARISH GOVERNMENT
2022-489
A-2 to C-2

MH

W Bray Ln
Holiday

Wildwood Dr

Ansardi Ln

Dickinson

E Armstrong Ln

E Ragas Ln

Capiello Ln

Reppel Ln

Elcorado St

C-2

Parkview Blvd

C-2

Tangelo Dr

W Shackleford Ln

Nicholas Ln

C-1

Sammy Dr

Navel Grange Dr

R-1C

Tandem Dr

ORDINANCE NO. 22-

The following Ordinance was offered by Council Member Cognevich who moved its adoption:

1 An Ordinance approving a plan of re-subdivision of the property Cynthia
2 Melancon, formerly Collins Property, Plaquemines Parish, Louisiana, as shown on
3 the Map of Resubdivision of a 32' wide portion of ground into PM1 and PM2,
4 Buras, Plaquemines Parish, Louisiana, by Dufrene Surveying and Engineering,
5 dated December 7, 2021, the owner having fulfilled all the requirements of the
6 Subdivision and Re-subdivision Ordinance of the Parish of Plaquemines without
7 cost to the Plaquemines Parish Government or the Parish of Plaquemines; and
8 otherwise to provide with respect thereto.
9

10 WHEREAS, Cynthia Melancon as owner of property situated in the Parish of Plaquemines, State
11 of Louisiana, as shown on the Map of Resubdivision of a 32' wide portion of ground into PM1
12 and PM2, Buras, Plaquemines Parish, Louisiana, by Dufrene Surveying and Engineering, dated
13 December 7, 2021, a copy whereof is annexed hereto and made part hereof; and
14

15 WHEREAS, Cynthia Melancon, as owner of said property has proposed the re-subdivision of the
16 said property into Lots PM1 and PM2, as more fully shown on said map; and
17

18 WHEREAS, The Plaquemines Parish Council, based on findings/evidence presented to them
19 accepts the request for variance from Cynthia Melancon for the lot frontage requirements on Lots
20 PM1 and PM2 from 75 feet to 32 feet based on a 1978 that reference the Collin's property as being
21 a 32' strip of property survey; and
22

23 WHEREAS, Ordinance No. 96-41, Section 20-10(A) (1-4), allows for Plaquemines Parish Council
24 may approve a variance on an application so that substantial justice may be done and the general
25 public interest preserved and secured; provided, however, that any variance shall not have the
26 effect of nullifying the intent and purposes of these regulations; and further provide that the
27 Plaquemines Parish Council shall not approve any variance unless it shall make findings in writing
28 base upon evidence presented to it in each specific case and include them as a part of the Ordinance
29 approving the subdivision; and
30

31 WHEREAS, all streets, utilities, drainage structures and other improvements shown on the
32 aforementioned map of survey are in place; and
33

34 WHEREAS, the owner/ Developer understands that he and subsequent owners of the property is
35 responsible for the cost, installation, maintenance or improvements of the sewerage and water
36 infrastructure to connect to the public utilities shown on the aforementioned map; and
37

38 WHEREAS, the owner/Developer understands that he and subsequent owners of the property will
39 be responsible for the maintenance of future and all existing non-dedicated streets, roads, right of
40 ways, utilities, drainage and structures and other improvements shown on the aforementioned plan
41 and plat of survey are in place; and
42

43 WHEREAS, the Plaquemines Parish Government accepts no responsibility or liability for the
44 construction, maintenance or improvements of any future or now existing non-dedicated streets,
45 roads, right of ways, utilities, drainage structure and other improvements that may be shown on
46 the aforementioned plan and plat of survey; and
47

48 WHEREAS, the owner/Developer and subsequent owners of the property shall be responsible for
49 the construction and maintenance of future and all existing non-dedicated streets, roads, rights of
50 ways, utilities, drainage structures and other improvements that may be shown on the
51 aforementioned plan and plat of survey;
52

53 NOW, THEREFORE:

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55 BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL THAT:
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SECTION 1

The aforesaid Map of Resubdivision property of Glenn and Sandra Fleming into Lots F-1 and F-2, Hermitage Village, by Bryant Hammett and Associates, certified by Hugh McCurdy III, PLS, dated January 14, 2019, revised January 28, 2019, a copy of whereof is annexed hereto and made a part hereof, be approved, and that the approval of the Parish President, Directors and all appropriate Parish department heads of the aforesaid map of survey ratified.

SECTION 2

The Parish President be and is hereby authorized to appear before a Notary Public, and execute the approved aforesaid plan or resubdivision of owner as depicted on plan and plat of survey by Bryant Hammett and Associates, certified by Hugh McCurdy III, PLS, dated January 14, 2019, revised on January 28, 2019, for the Parish of Plaquemines and the Plaquemines Parish Government, and to execute any and all acts and documents necessary and proper in the premises to give full force and effect to the aforesaid Ordinance.

SECTION 3

The Plaquemines Parish Government accepts no responsibility or liability for construction, maintenance or improvements of any future or now existing non-dedicated streets, roads, right of ways, utilities, drainage structures and other improvements that may or may not be shown on the aforementioned plan and plat of survey or later developed.

SECTION 4

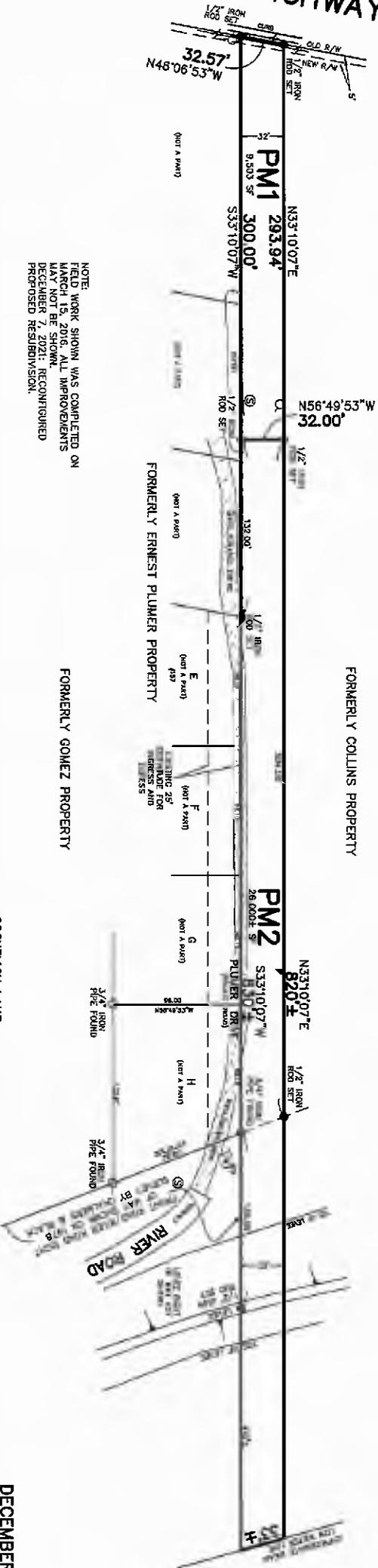
The Secretary of this Council is hereby authorized and directed to immediately certify and release this Ordinance and that Parish employees and officials are authorized to carry out the purposes of this Ordinance, both without further reading and approval by the Plaquemines Parish Council.

FORMERLY COLLINS PROPERTY
 SECTION 53, T20S, R29E
 SOUTHEASTERN DISTRICT OF LOUISIANA
 WEST OF THE MISSISSIPPI RIVER
BURAS
PLAQUEMINES PARISH, LA



APPROVAL DATE _____
 APPROVED BY: _____
 DIRECTOR OF OPERATIONS _____
 PARISH PRESIDENT _____
 ORDINANCE NO _____

PARISH HIGHWAY 11



MISSISSIPPI RIVER

NOTE:
 FIELD WORK SHOWN WAS COMPLETED ON
 MARCH 15, 2016. ALL IMPROVEMENTS
 MAY NOT BE SHOWN.
 DECEMBER 7, 2021: RECONFIGURED
 PROPOSED RESUBDIVISION.

FORMERLY GOMEZ PROPERTY

FORMERLY COLLINS PROPERTY

FORMERLY ERNEST PLUMER PROPERTY

COGNEVICH LANE
 (PRIVATE ROAD)

RESUBDIVISION OF A 32' WIDE PORTION OF GROUND INTO
 LOTS PM1 & PM2.
 SURVEYED IN ACCORDANCE WITH THE LOUISIANA
 STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS FOR A
 CLASS D SURVEY, MADE AT THE REQUEST OF CYNDY PLUMER
 MELANCON.

DECEMBER 7, 2021

LEGEND

- OVERHEAD UTILITY LINES
- POWER POLE
- WATER VALVE
- FIRE HYDRANT
- SEWER MANHOLE



REFERENCE:
 -PARTITION SURVEY BY CHALMERS & BLACK
 DATED OCTOBER 21, 1979
 -RESUBDIVISION PLAN BY DUFRENE SURVEYING
 & ENGINEERING DATED MAY 30, 1988
 BEARINGS ARE BASED ON RECORD BEARINGS.

THE SERVITUDES AND RESTRICTIONS SHOWN ON THIS SURVEY
 ARE LIMITED TO THOSE SET FORTH IN THE DESCRIPTION AND
 REVISIONS THEREIN. THERE IS NO REPRESENTATION THAT ALL
 INTERESTS HAVE BEEN IDENTIFIED OR THAT THE SURVEYOR
 HAS MADE NO TITLE SEARCH OR PUBLIC RECORD
 SEARCH IN COMPLYING WITH THE DATA FOR THIS SURVEY.

THIS PROPERTY IS LOCATED IN FEMA FLOOD
 ZONE A1, BE: 11.0'
 FIRM PANEL ID: 22075C 0950E
 DATED JANUARY 15, 2021



**DUFRENE SURVEYING
 & ENGINEERING INC.**
 1624 HANNAHATTAY BOULEVARD, HARVEY, LA 70058
 504-368-6390 FAX
 504-368-6394 FAX
 dufrened@dufrenesurveying.com



Jonathan P. Dufrene
 SURVEYOR

T-6196-S2
 BURAS/PLUMER-2021ESUR(2021) DWG

RESOLUTION NO. 22-

The following Resolution was offered by Council Member Cognevich who moved its adoption:

1 A Resolution expressing the Plaquemines Parish Council's support of resuming
2 federal offshore leasing in the Gulf of Mexico; and otherwise to provide with
3 respect thereto.
4

5 WHEREAS, the United States of America Offshore Oil and Gas Program, since its authorization
6 by the Outer Continental Shelf Lands Act (OCSLA), has provided significant energy to help fuel
7 the great economy of America; and
8

9 WHEREAS, the United States of America Offshore Oil and Gas Program, has been very effective
10 in helping America achieve energy security and strengthening our National Security, and
11

12 WHEREAS, the offshore industry and government have collaborated with groups such as the
13 Coastal Conservation Association to create innovative ways to find beneficial cooperation such as
14 the Rigs-to-Reef program, which benefits the recreational fishing community by repurposing
15 obsolete structures of which nearly 600 reefered platforms in the United States Gulf of Mexico are
16 home to almost seven million fish and other critical marine species, enriching marine life; and
17

18 WHEREAS, since its inception, the United States of America Offshore Oil and Gas Program is
19 responsible for helping to create hundreds of thousands of jobs with a significant economic impact
20 and has generated hundreds of billions in royalty revenue for the United States Treasury; and
21

22 WHEREAS, the United States Congress in 2020 permanently funded the Land and Water
23 Conservation Fund at \$900 million per year with wide bipartisan support. Relying solely on
24 earnings from federal offshore oil and gas leasing, the Land and Water Conservation Fund has
25 funded more than \$4 billion worth of projects since its inception in 1965 for purposes of
26 conservation, recreation, restoration and protection of vital national resources; and
27

28 WHEREAS, since 2006, more than \$1 billion, funded exclusively by federal offshore lease
29 revenues, has been disbursed to four Gulf energy-producing states through the Gulf of Mexico
30 Energy Security Act to support coastal conservation and restoration projects; hurricane protection
31 programs, and activities to implement marine coastal or conservation management plans; and
32

33 WHEREAS, in the most recent conservation legislation, the Great American Outdoors Act, the
34 United States Congress set aside up to \$1.9 billion a year from federal offshore lease revenues for
35 the next five years to repair facilities and infrastructure in our national parks, forests, wildlife
36 refuges and American Indian Schools; and
37

38 WHEREAS, it is important for the funding of these conservation, recreation and protection efforts
39 that the United States of America Offshore Oil and Gas Program continues, and Resolution in
40 Support of Resuming Federal Offshore Leasing in Gulf of Mexico; and
41

42 WHEREAS, the United States of America Offshore Oil and Gas Program has been managed in
43 such a way that it is recognized as an environmentally advantaged energy producer with
44 approximately half (53%) of the carbon intensity per barrel of other producing regions worldwide;
45 and
46

47 WHEREAS, United States of America Offshore Energy represents a significant opportunity to
48 help improve the health of our planet due to its low carbon intensity; and
49

50 WHEREAS, President Biden and the Department of Interior Secretary Deb Haaland have caused
51 regularly scheduled lease sales for offshore resources, previously authorized by administrations of
52 both political parties, to be canceled resulting in great uncertainty for the economy, the energy,
53 and the environment of America; and
54

55 WHEREAS, Terry A. Doughty of the United States District Court recently decided in a suit filed
56 by the State of Louisiana, Alabama, Alaska, Arkansas, Georgia, Mississippi, Missouri, Montana,
57 Nebraska, Oklahoma, Texas, Utah and West Virginia that the Executive Branch does not have the

58 legal right to stop leasing Federal territory for Oil and Gas production without approval from
59 Congress; and

60

61 WHEREAS, the future production of these oil and gas resources and consequently the funding of
62 conservation, recreation, restoration, and protection and further consequently the denial of
63 environmentally advantaged, low carbon intensity barrels of production as a substitution for higher
64 carbon intensity barrels of production from foreign sources; all will be negatively impacted by the
65 continued cancellation of offshore lease sales;

66

67 NOW, THEREFORE:

68

69 BE IT RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT it petitions President
70 Biden and Secretary Haaland to immediately schedule Lease Sales for the Gulf of Mexico, a
71 historic energy production province, to assist in producing a larger portfolio of some of the planet's
72 lowest carbon intensity barrels of oil and to assist in producing a larger portfolio of natural gas
73 which can serve the Liquefied Natural Gas (LNG) worldwide market; all in an effort to restore
74 confidence, generate economic activity, enhance environmental stewardship, create American
75 jobs, and strengthen nation and energy security.

76

77 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT a copy of
78 this Resolution be forwarded to President Biden, Secretary Haaland, the Louisiana Delegation
79 members of the United States Congress and the National Association of Counties.

80

81 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT the
82 Secretary of this Council is hereby authorized and directed to immediately certify and release this
83 Resolution and that Parish employees and officials are authorized to carry out the purposes of this
84 Resolution, both without further reading and approval by the Plaquemines Parish Council.

RESOLUTION NO. 22-

The following Resolution was offered by Council Member Cognevich who moved its adoption:

1 A Resolution authorizing the issuance and sale of not to exceed Forty-Five Million
2 Dollars (\$45,000,000) of Revenue Refunding Bonds of the Parish of Plaquemines,
3 State of Louisiana, in one or more series on a tax-exempt or taxable basis; and
4 providing for other matters in connection therewith.
5

6 WHEREAS, the Plaquemines Parish Council (the "Governing Authority"), acting as the governing
7 authority of the Parish of Plaquemines, State of Louisiana (the "Issuer") currently levies and
8 collects a one percent (1%) sales and use tax (the "Tax") pursuant to Article VI, Section 29 of the
9 Constitution of the State of Louisiana of 1974, and other constitutional and statutory authority,
10 said tax being authorized by an election held therein on October 29, 1977; and
11

12 WHEREAS, pursuant to the authority of the aforesaid election, the Issuer adopted an ordinance on
13 November 16, 1977 (the "Tax Ordinance"), providing for the levy and collection of the aforesaid
14 1% tax; and
15

16 WHEREAS, in accordance with the provisions of the Tax Ordinance, the net avails or proceeds of
17 the Tax (after the reasonable and necessary costs and expenses of the collection and administration
18 thereof have been paid therefrom) (the "Revenues of the Tax") shall be available for appropriation
19 and expenditure by the Issuer for the purposes designated in the proposition authorizing the levy
20 of the Tax; and
21

22 WHEREAS, the Issuer has heretofore issued its (i) Revenue Refunding Bonds, Series 2014 (the
23 "Series 2014 Bonds"), and (ii) Revenue Refunding Bonds, Series 2015 (the "Series 2015 Bonds"),
24 which are currently outstanding and payable specifically from a pledge and dedication of the
25 Revenues of the Tax; and
26

27 WHEREAS, the Issuer has also entered into a Loan Agreement dated as of September 1, 2012,
28 with the Louisiana Local Government Environmental Facilities and Community Development
29 Authority (the "LCDA") (the "2012 Coastal Bonds Loan Agreement") pursuant to which the
30 LCDA loaned the proceeds of its Revenue Bonds (Parish of Plaquemines Project), Series 2012
31 (the "Series 2012 Coastal Bonds") to the Issuer; and
32

33 WHEREAS, the Issuer has also entered into a Loan Agreement dated as of November 1, 2012,
34 with the LCDA (the "2012 Courthouse Loan Agreement") pursuant to which the LCDA loaned
35 the proceeds of its Revenue Bonds (Parish of Plaquemines Courthouse Project), Series 2012 (the
36 "Series 2012 Courthouse Bonds") to the Issuer; and
37

38 WHEREAS, the Issuer has found and determined that the refunding of all or a portion of the Series
39 2014 Bonds and the Series 2015 Bonds and its obligations pursuant to the 2012 Coastal Bonds
40 Loan Agreement and the 2012 Courthouse Loan Agreement (collectively, the "Refunded
41 Obligations"), would be financially advantageous to the Issuer; and

42 WHEREAS, pursuant to Part II of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised
43 Statutes of 1950, as amended, and other constitutional and statutory authority, it is now the desire
44 of this Parish Council to adopt this resolution to provide for the issuance of not to exceed Forty-
45 Five Million Dollars (\$45,000,000) of its Revenue Refunding Bonds (the "Bonds") in one or more
46 series on a tax-exempt or taxable basis, for the purpose of refunding the Refunded Obligations and
47 paying the costs of issuance of the Bonds, to fix the details of the Bonds and to sell the Bonds to
48 the purchaser thereof; and

49
50 WHEREAS, upon the issuance of the Bonds, the Issuer will have no outstanding bonds or other
51 obligations of any kind or nature payable from or enjoying a lien on the revenues of the Tax
52 pledged, EXCEPT the Issuer's (i) unrefunded Series 2014 Bonds, if any, (ii) unrefunded Series
53 2015 Bonds, if any, and (iii) Revenue Refunding Bonds, Series 2020 (collectively, the
54 "Outstanding Bonds").

55
56 WHEREAS, under the terms and conditions of the resolutions adopted by the Issuer on May 9,
57 2013, November 12, 2015, and November 14, 2019, authorizing the issuance of the Outstanding
58 Parity Bonds (collectively, the "Outstanding Parity Bond Resolution"), the Issuer has authority to
59 issue the Bonds on a complete parity with the Outstanding Parity Bonds under the terms and
60 conditions provided therein; and

61
62 WHEREAS, the Issuer has determined that all the terms and conditions specified in the
63 Outstanding Parity Bond Resolution have been or will be completed with prior to the delivery of
64 the Bonds, and it is the express desire and intention of the Issuer that the Bonds be issued on a
65 complete parity with the Outstanding Parity Bonds; and

66
67 WHEREAS, the maturities of the hereinafter described Bonds will be arranged so that the total
68 amount of principal and interest falling due in any year on the Bonds and the Outstanding Parity
69 Bonds will never exceed 75% of the Revenues of the Tax estimated to be received by the Issuer in
70 the year in which the Bonds are issued; and

71
72 WHEREAS, it is necessary to provide for the application of a portion of the proceeds of the Bonds
73 to the refunding of the Refunded Obligations and to provide for other matters in connection with
74 the payment or redemption of the Refunded Obligations; and

75
76 WHEREAS, in connection with the issuance of the Bonds, it is necessary that provision be made
77 for the payment of the principal, interest and redemption premium, if any, of the Refunded
78 Obligations described in Exhibit A hereto, and to provide for the call for redemption of the
79 Refunded Obligations, pursuant to a Notice of Defeasance and Call for Redemption; and

80
81 WHEREAS, it is necessary that this Parish Council prescribe the form and content of a Defeasance
82 and Escrow Deposit Agreement providing for the payment of the principal, premium, if any, and
83 interest of the Refunded Obligations and authorize the execution thereof as hereinafter provided;
84 and

85
86 WHEREAS, the Louisiana State Bond Commission approved the issuance of the Bonds, in one or
87 more series, at its meeting on March 17, 2022; and

88 WHEREAS, it is the further desire of this Parish Council to provide for the sale of the Bonds to
89 the Purchaser (as defined herein).

90
91 NOW, THEREFORE:

92
93 BE IT RESOLVED BY THE PLAQUEMINES PARISH COUNCIL, acting as the governing
94 authority of the Parish of Plaquemines, State of Louisiana, that:

95
96 SECTION 1. **Definitions.** As used herein, the following terms shall have the following
97 meanings, unless the context otherwise requires:

98
99 **"2012 Coastal Bonds Loan Agreement"** mean the Loan Agreement dated as of
100 September 1, 2012, between the Issuer and the Local Government Environmental Facilities and
101 Community Development Authority.

102
103 **"2012 Courthouse Loan Agreement"** mean the Loan Agreement dated as of November
104 1, 2012, between the Issuer and the Local Government Environmental Facilities and Community
105 Development Authority.

106
107 **"Act"** means Part II of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes
108 of 1950, as amended, and other constitutional and statutory authority.

109
110 **"Additional Parity Bonds"** means any *pari passu* additional bonds which may hereafter
111 be issued pursuant to Section 16 hereof on a parity with the Outstanding Parity Bonds and the
112 Bonds.

113
114 **"Agreement"** means the agreement to be entered into between the Issuer and the Paying
115 Agent pursuant to this Bond Resolution.

116
117 **"Bond"** or **"Bonds"** means the Revenue Refunding Bonds of the Issuer issued by this
118 Bond Resolution in the total aggregate principal amount of not to exceed Forty-Five Million
119 Dollars (\$45,000,000) in one or more series on a tax-exempt or taxable basis, and any bond of said
120 issue, whether initially delivered or issued in exchange for, upon transfer of, or in lieu of any
121 previously issued.

122
123 **"Bond Purchase Agreement"** means the agreement for the purchase and sale of the Bonds
124 by and between the Issuer and the Purchaser.

125
126 **"Bond Register"** means the registration books of the Paying Agent in which registration
127 of the Bonds and transfers of the Bonds shall be made as provided herein.

128
129 **"Bond Resolution"** means this resolution authorizing the issuance of the Bonds.

130
131 **"Bond Year"** means the one year period ending on March 1 of each year, the principal
132 payment date for the Bonds.

133

134 **"Business Day"** means a day of the year on which banks located in the cities in which the
135 principal corporate trust offices of the Paying Agent are located are not required or authorized to
136 remain closed and on which the New York Stock Exchange is not closed.

137
138 **"Code"** means the Internal Revenue Code of 1986, as amended.

139
140 **"Date of Delivery"** means the date on which the Issuer receives payment for the Bonds.

141
142 **"Escrow Agent"** means Regions Bank, in Baton Rouge, Louisiana, and its successor or
143 successors, and any other person which may at any time be substituted in its place pursuant to the
144 Escrow Agreement.

145
146 **"Escrow Agreement"** means the Defeasance and Escrow Deposit Agreement between the
147 Issuer and the Escrow Agent, as the same may be amended from time to time, the terms of which
148 Escrow Agreement are incorporated herein by reference.

149
150 **"Executive Officers"** means collectively the Parish President and the Secretary of the
151 Governing Authority.

152
153 **"Fiscal Year"** means the twelve-month accounting period commencing on the first day of
154 January or any other twelve-month accounting period determined by the Governing Authority as
155 the fiscal year of the Issuer.

156
157 **"Governing Authority"** means the Plaquemines Parish Council.

158
159 **"Government Securities"** means direct obligations of, or obligations the principal of and
160 interest on which are unconditionally guaranteed by, the United States of America, which are
161 non-callable prior to the respective maturities of the Bonds and may be United States Treasury
162 Obligations such as the State and Local Government Series and may be in book-entry form.

163
164 **"Interest Payment Date"** means March 1 and September 1 of each year, commencing
165 September 1, 2022, unless a different date is set forth in the Bond Purchase Agreement.

166
167 **"Issuer"** means the Parish of Plaquemines, State of Louisiana.

168
169 **"Outstanding"** when used with respect to Bonds means, as of the date of determination,
170 all Bonds theretofore issued and delivered under this Bond Resolution, except:

171
172 (a) Any Bond theretofore canceled by the Paying Agent or delivered to the Paying
173 Agent for cancellation;

174
175 (b) Any Bond for the payment of which sufficient funds or government securities, or
176 both, have been theretofore paid to or deposited in trust for the owners of such Bond
177 with the effect specified in this Bond Resolution or by law;

178
179 (c) Any Bond in exchange for or in lieu of which other Bonds have been registered

180 and delivered pursuant to this Bond Resolution; and

181
182 (d) Any Bonds alleged to have been mutilated, destroyed, lost or stolen which have
183 been paid as provided in this Bond Resolution or by law.

184
185 **"Outstanding Parity Bonds"** means collectively, the Issuer's Outstanding Parity Bonds,
186 as described in the preamble hereto.

187
188 **"Outstanding Parity Bond Resolution"** means collectively, the Issuer's outstanding
189 Parity Resolution, as described in the preamble hereto.

190
191 **"Owner"** or **"Owners"** when used with respect to any Bond means the Person in whose
192 name such Bond is registered in the Bond Register.

193
194 **"Parish"** means the Parish of Plaquemines, State of Louisiana.

195
196 **"Paying Agent"** means Argent Trust Company, in Ruston, Louisiana, unless and until a
197 successor Paying Agent shall have become such pursuant to the applicable provisions of this Bond
198 Resolution, and thereafter Paying Agent shall mean such successor Paying Agent.

199
200 **"Person"** means any individual, corporation, partnership, joint venture, association,
201 joint-stock company, trust, unincorporated organization, or government or any agency or political
202 subdivision thereof.

203
204 **"Purchaser"** means Raymond James & Associates, Inc., in New Orleans, Louisiana, or
205 such other original purchaser of the Bonds as may be recommended by Raymond James &
206 Associates, Inc. in the event the Bonds are to be sold by a private placement.

207
208 **"Qualified Investments"** means any investments which are at the time legal for
209 investment of the Issuer's funds pursuant to the laws of the State, the value of which shall be
210 determined by either its fair market value or its face amount plus accrued interest.

211
212 **"Record Date"** for the interest payable on any Interest Payment Date means the 15th
213 calendar day of the month next preceding such interest payment date, whether or not such day is a
214 Business Day.

215
216 **"Refunded Obligations"** means, collectively, all or a portion of the Series 2014 Bonds
217 and the Series 2015 Bonds and the Issuer's obligations with respect to the 2012 Coastal Bonds
218 Loan Agreement and the 2012 Courthouse Loan Agreement.

219
220 **"Reserve Fund Requirement"** means, as of any date of calculation, a sum equal to the
221 lesser of (i) 10% of the proceeds of the Bonds, the Outstanding Parity Bonds, and any issue of
222 Additional Parity Bonds, calculated in accordance with the Code, or (ii) the highest combined
223 principal and interest requirements for any succeeding Bond Year (ending March 1) on the Bonds,
224 the Outstanding Parity Bonds, and any issue of Additional Parity Bonds, or (iii) 125% of the
225 average aggregate amount of principal installments and interest becoming due in any calendar year

226 on the Bonds, the Outstanding Parity Bonds, and any Additional Parity Bonds.

227

228 **"Reserve Product"** shall mean a policy of bond insurance, a surety bond or a letter of
229 credit or other credit facility used in lieu of a cash deposit in the Reserve Fund meeting the terms
230 and conditions of Section 12 hereof.

231

232 **"Reserve Product Provider"** shall mean a bond insurance provider or a bank or other
233 financial institution providing a Reserve Product, whose bond insurance policies insuring, or
234 whose letters of credit, surety bonds or other credit facilities securing, the payment, when due, of
235 the principal of and interest on bond issues by public entities, at the time such Reserve Product is
236 obtained, result in such issues being rated in one of the two highest full rating categories by each
237 nationally recognized statistical rating agency then maintaining a rating on any Bonds, Outstanding
238 Parity Bonds or Additional Parity Bonds.

239

240 **"Revenues of the Tax"** means the avails or proceeds of the Tax, which revenues are
241 authorized to be funded into bonds under the Act and are pledged to the payment of the Bonds as
242 herein provided.

243

244 **"Series 2012 Coastal Bonds"** means the Issuer's Outstanding Revenue Bonds (Parish of
245 Plaquemines Project), Series 2012.

246

247 **"Series 2012 Courthouse Bonds"** means the Issuer's Outstanding Revenue Bonds (Parish
248 of Plaquemines Courthouse Project), Series 2012.

249

250 **"Series 2014 Bonds"** means the Issuer's Outstanding Revenue Refunding Bonds, Series
251 2014.

252

253 **"Series 2015 Bonds"** means the Issuer's Outstanding Revenue Refunding Bonds, Series
254 2015.

255

256 **"State"** means the State of Louisiana.

257

258 **"Tax"** means the one per cent (1%) sales and use tax being levied and collected by the
259 Issuer pursuant to an election held within the corporate boundaries of the Issuer on October 29,
260 1977 and the Tax Ordinance.

261

262 **"Tax Ordinance"** means the Tax Ordinance adopted by the Issuer on November 16, 1977,
263 providing for the levy and collection of the Tax.

264

265 SECTION 2. **Authorization of Bonds.** In compliance with the terms and provisions of the
266 Act, there is hereby authorized the incurring of an indebtedness of not exceeding Forty-Five
267 Million Dollars (\$45,000,000) in one or more series on a tax-exempt or taxable basis, for, on behalf
268 of, and in the name of the Issuer, for the purpose of refunding the Refunded Obligations through
269 the escrow of a portion of the proceeds of the Bonds, together with other available moneys of the
270 Issuer, in accordance with the terms of the Escrow Agreement, in order to provide for the payment
271 of the principal of, premium, if any, and interest on the Refunded Obligations upon their respective

272 redemptions.

273

274 The Bonds shall be dated the date of delivery, shall be numbered consecutively from R-1
275 upwards, shall mature on March 1 in each of the years and in the principal amounts as shall be set
276 forth in the Bond Purchase Agreement, may be serial bonds or term bonds with mandatory call
277 provisions, as set forth in the Bond Purchase Agreement, and shall mature no later than March 1,
278 2042. The unpaid principal of the Bonds shall bear interest at the rate or rates set forth in the Bond
279 Purchase Agreement, payable on each Interest Payment Date from date thereof or from the most
280 recent Interest Payment Date to which interest has been paid or duly provided.

281

282 The principal of and interest on the Bonds shall be payable in such coin or currency of the
283 United States of America which at the time of payment is legal tender for public and private debts.

284

285 The Bonds shall bear interest at a rate or rates of interest (not exceeding 5.00% per annum)
286 and shall be sold at such price (premium, par or discount, provided that any such discount shall
287 not be in excess of 5%) all as set forth in the Bond Purchase Agreement.

288

289 The principal of the Bonds upon maturity shall be payable at the designated office of the
290 Paying Agent, upon presentation and surrender thereof, and interest on the Bonds shall be payable
291 by check of the Paying Agent mailed by the Paying Agent to the Owner (determined as of the close
292 of business on the Record Date) at the address shown on the Bond Register. Each Bond delivered
293 under this Bond Resolution upon transfer of, in exchange for or in lieu of any other Bond shall
294 carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other
295 Bond, and each such Bond shall bear interest (as herein set forth) so neither gain nor loss in interest
296 shall result from such transfer, exchange or substitution.

297

298 No Bond shall be entitled to any right or benefit under this Bond Resolution or be valid or
299 obligatory for any purpose, unless there appears on such Bond a certificate of registration,
300 substantially in the form provided in this Bond Resolution, executed by the Paying Agent by
301 manual signature.

302

303 SECTION 3. **Authorization of Escrow Agreement; Escrow Agent.** Provision having
304 been made for the orderly payment upon redemption of all the Refunded Obligations, in
305 accordance with their terms, it is hereby recognized and acknowledged that as of the date of
306 delivery of the Bonds under this Bond Resolution, provision will have been made for the
307 performance of all covenants and agreements of the Issuer incidental to the Refunded Obligations
308 being refunded thereby, and that accordingly, and in compliance with all that is herein provided,
309 the Issuer is expected to have no future obligation with reference to that portion of such Refunded
310 Obligations, except to assure that such Refunded Obligations are paid from the funds so escrowed
311 in accordance with the provisions of the Escrow Agreement.

312

313 This Governing Authority hereby approves, and the Executive Officers are hereby
314 authorized and directed to execute and deliver, an Escrow Agreement on behalf of the Issuer
315 containing such terms deemed appropriate by such Executive Officers, and it is expressly provided
316 and covenanted that all of the provisions for the payment of the principal of and premium, if any,
317 and interest on such Refunded Obligations from the special trust fund created under the Escrow

318 Agreement shall be strictly observed and followed in all respects.

319

320 Regions bank, in Baton Rouge, Louisiana, is hereby appointed Escrow Agent. The Escrow
321 Agent shall signify its acceptance of the duties and obligations imposed upon it by this Bond
322 Resolution by executing and delivering the Escrow Agreement. A successor to the Escrow Agent
323 may be designated in the manner set forth in the Escrow Agreement.

324

325 SECTION 4. **Redemption of Bonds.** The Bonds shall be subject to optional and
326 mandatory redemption as shall be set forth in the Bond Purchase Agreement.

327

328 In the event a Bond to be redeemed is of a denomination larger than \$5,000, a portion of
329 such Bond (\$5,000 or any multiple thereof) may be redeemed. Bonds are not required to be
330 redeemed in inverse order of maturity. Official notice of such call of any of the Bonds for
331 redemption shall be given by the Paying Agent by means of first class mail, postage prepaid, by
332 notice deposited in the United States mails or via accepted means of electronic communication not
333 less than twenty (20) days prior to the redemption date addressed to the Owner of each Bond to be
334 redeemed at his address as shown on the Bond Register.

335

336 SECTION 5. **Registration, Transfer and Exchange of Bonds.** The Issuer shall cause the
337 Bond Register to be kept at the designated office of the Paying Agent. The Bonds may be trans-
338 ferred, registered and assigned only on the Bond Register, and such registration shall be at the
339 expense of the Issuer. A Bond may be assigned by the execution of an assignment form on the
340 Bonds or by other instruments of transfer and assignment acceptable to the Paying Agent. A new
341 Bond or Bonds will be delivered by the Paying Agent to the last assignee (the new Owner) in
342 exchange for such transferred and assigned Bonds after receipt of the Bonds to be transferred in
343 proper form. Such new Bond or Bonds shall be in the denomination of \$100,000 or any integral
344 multiple of \$5,000 in excess thereof within a single maturity. Neither the Issuer nor the Paying
345 Agent shall be required to issue, register the transfer of, or exchange (i) any Bond during a period
346 beginning at the opening of business on a Record Date and ending at the close of business on the
347 Interest Payment Date, or (ii) any Bond called for redemption prior to maturity, during a period
348 beginning at the opening of business fifteen (15) days before the date of mailing of a notice of
349 redemption of such Bond and ending on the date of such redemption.

350

351 SECTION 6. **Book Entry Registration of Bonds.** Unless otherwise determined by the
352 Executive Officers, the Bonds shall be initially issued in the name of Cede & Co., as nominee for
353 The Depository Trust Company ("DTC"), as registered owner of the Bonds, and held in the custody
354 of DTC. The Secretary of the Governing Authority of the Issuer or any other officer of the Issuer
355 is authorized to execute and deliver a Letter of Representation to DTC on behalf of the Issuer with
356 respect to the issuance of the Bonds in "book-entry only" format. The terms and provisions of said
357 Letter of Representation shall govern in the event of any inconsistency between the provisions of
358 this Bond Resolution and said Letter of Representation. Initially, a single certificate will be issued
359 and delivered to DTC for each maturity of the Bonds. The Beneficial Owners will not receive
360 physical delivery of Bond certificates except as provided herein. Beneficial Owners are expected
361 to receive a written confirmation of their purchase providing details of each Bond acquired. For so
362 long as DTC shall continue to serve as securities depository for the Bonds as provided herein, all
363 transfers of beneficial ownership interest will be made by book-entry only, and no investor or other

364 party purchasing, selling or otherwise transferring beneficial ownership of Bonds is to receive,
365 hold or deliver any Bond certificate.

366
367 Notwithstanding anything to the contrary herein, while the Bonds are issued in book-entry-
368 only form, the payment of principal of, premium, if any, and interest on the Bonds may be payable
369 by the Paying Agent by wire transfer to DTC in accordance with the Letter of Representation.

370
371 For every transfer and exchange of the Bonds, the Beneficial Owner may be charged a sum
372 sufficient to cover such Beneficial Owner's allocable share of any tax, fee or other governmental
373 charge that may be imposed in relation thereto.

374
375 Bond certificates are required to be delivered to and registered in the name of the Beneficial
376 Owner under the following circumstances:

377
378 (a) DTC determines to discontinue providing its service with respect to the Bonds.
379 Such a determination may be made at any time by giving 30 days' notice to the Issuer
380 and the Paying Agent and discharging its responsibilities with respect thereto under
381 applicable law; or

382
383 (b) The Issuer determines that continuation of the system of book-entry transfer
384 through DTC (or a successor securities depository) is not in the best interests of the
385 Issuer and/or the Beneficial Owners.

386
387 The Issuer and the Paying Agent will recognize DTC or its nominee as the Bondholder for
388 all purposes, including notices and voting.

389
390 Neither the Issuer or the Paying Agent are responsible for the performance by DTC of any
391 of its obligations, including, without limitation, the payment of moneys received by DTC, the
392 forwarding of notices received by DTC or the giving of any consent or proxy *in lieu* of consent.

393
394 Whenever during the term of the Bonds the beneficial ownership thereof is determined by
395 a book entry at DTC, the requirements of this Bond Resolution of holding, delivering or
396 transferring the Bonds shall be deemed modified to require the appropriate person to meet the
397 requirements of DTC as to registering or transferring the book entry to produce the same effect.

398
399 If at any time DTC ceases to hold the Bonds, all references herein to DTC shall be of no
400 further force or effect.

401
402 SECTION 7. **Form of Bonds**. The Bonds and the endorsements to appear thereon shall be
403 in substantially the form attached hereto as **Exhibit B**.

404
405 SECTION 8. **Execution of Bonds**. The Bonds shall be signed by the Executive Officers
406 or Chairman of the Governing Authority for, on behalf of, in the name of the Issuer and under the
407 corporate seal of the Issuer, which signatures may be either manual or facsimile.

408
409 SECTION 9. **Recital of Regularity**. This Governing Authority, having investigated the

410 regularity of the proceedings had in connection with this issue of Bonds, and having determined
411 the same to be regular, the Bonds shall contain the following recital, to-wit:

412

413 "It is certified that this Bond is authorized by and is issued in
414 conformity with the requirements of the Constitution and statutes of
415 this State."

416

417 **SECTION 10. Pledge of Revenues of the Tax.** The Bonds shall be secured by and
418 payable, equally with the Outstanding Parity Bonds, in principal and interest solely and specifically
419 from an irrevocable pledge and dedication of the avails or proceeds of the Tax, after there have
420 first been paid from the gross avails or proceeds of the Tax the reasonable and necessary costs and
421 expenses of collecting and administering the Tax, all as more fully provided in the Tax Ordinance.
422 Said net avails or proceeds be and they are hereby irrevocably and irrepealably pledged and
423 dedicated in an amount sufficient for the payment of the Bonds and the Outstanding Parity Bonds
424 in principal and interest and redemption premium, if any, as they shall respectively become due
425 and payable, and for the other purposes hereinafter set forth in this Bond Resolution. In compliance
426 with the Tax Ordinance, all of the Revenues of the Tax shall be set aside in a separate fund, as
427 provided in the Outstanding Parity Bond Resolution and as herein provided, and shall be and
428 remain pledged for the security and payment of the Bonds and the Outstanding Parity Bonds and
429 any Additional Parity Bonds issued pursuant to this Bond Resolution in principal and interest and
430 for all other payments provided for in this Bond Resolution until the Bonds and the Outstanding
431 Parity Bonds shall have been fully paid and discharged.

432

433 **SECTION 11. Issuer Obligated to Continue to Collect Tax.** The Issuer does hereby
434 obligate itself and is bound under the terms and provisions of law to levy, impose, enforce and
435 collect the Tax and to provide for all reasonable and necessary rules, regulations, procedures and
436 penalties in connection therewith, including the proper application of the proceeds of the Tax, until
437 all of the Bonds and the Outstanding Parity Bonds have been retired as to both principal and
438 interest. Nothing herein contained shall be construed to prevent the Issuer from altering, amending
439 or repealing from time to time as may be necessary this Bond Resolution or any subsequent
440 resolution providing with respect to the Tax, said alterations, amendments or repeals to be condi-
441 tioned upon the continued preservation of the rights of the Owners with respect to the Revenues
442 of the Tax. The Tax Ordinance imposing the Tax and pursuant to which the Tax is being levied,
443 collected and allocated, and the obligations to continue to levy, collect and allocate the Tax and to
444 apply the revenues therefrom in accordance with the provisions of this Bond Resolution, shall be
445 irrevocable for the full period of its authorization until the Bonds and the Outstanding Parity Bonds
446 have been paid in full as to principal, premium, if any, and interest, and shall not be subject to
447 amendment in any manner which would impair the rights of the Owners from time to time of the
448 Bonds or which would in any way jeopardize the prompt payment of principal thereof and interest
449 thereon.

450

451 The Owners of any of the Bonds may, either at law or in equity, by suit, action, mandamus
452 or other proceeding, enforce and compel performance of all duties required to be performed as a
453 result of issuing the Bonds and may similarly enforce the provisions of any resolution or ordinance
454 imposing the Tax and this Bond Resolution and proceedings authorizing the issuance of the Bonds.

455

456 SECTION 12. **Flow of Funds.** In order that the principal of and the interest on the Bonds
457 will be paid in accordance with their terms and for the other objects and purposes hereinafter
458 provided, the Issuer further covenants as follows:
459

460 In compliance with the Tax Ordinance, all of the avails or proceeds derived from
461 the levy and collection thereof shall continue to be deposited daily as the same may
462 be collected in a separate and special bank account maintained with the regularly
463 designated fiscal agent of the Issuer and designated as the "Sales Tax Fund"
464 (hereinafter called the "Sales Tax Fund"). The Sales Tax Fund shall constitute a
465 dedicated fund of the Issuer, from which appropriations and expenditures by the
466 Issuer shall be made solely for the purposes designated in the proposition
467 authorizing the levy of the Tax, including the payment of the Bonds, the
468 Outstanding Parity Bonds and any Additional Parity Bonds.
469

470 Out of the funds on deposit in the Sales Tax Fund, the Issuer shall first pay all
471 reasonable and necessary costs and expenses of collecting and administering the
472 Tax. After payment of such costs and expenses, the remaining balance of the
473 proceeds of the Tax shall be transferred or deposited with the regularly designated
474 fiscal agent of the Issuer in a separate and special bank account known and
475 designated as "Sales Tax and Bond Fund", and said Sales Tax and Bond Fund shall
476 be maintained and administered in the following order of priority and for the
477 following express purposes:
478

479 (i) The maintenance of the "Sales Tax Bond Sinking Fund" (hereinafter
480 called the "Sinking Fund"), sufficient in amount to pay promptly and fully
481 the principal of and interest on the Bonds, the Outstanding Parity Bonds,
482 and any Additional Parity Bonds, in the manner provided by this Bond
483 Resolution, as they severally become due and payable, by transferring from
484 the Sales Tax Fund, monthly, on or before the 20th day of each month of
485 each year, a sum equal to the pro-rata amount of interest falling due on the
486 Bonds, the Outstanding Parity Bonds and any Additional Parity Bonds on
487 the next Interest Payment Date and the pro-rata amount of the principal
488 falling due on the Bonds, the Outstanding Parity Bonds and any Additional
489 Parity Bonds on the next principal payment date, together with such
490 additional proportionate sum as may be required to pay said principal and
491 interest as the same respectively become due. Said fiscal agent shall transfer
492 or cause to be transferred from the Sinking Fund to the paying agent bank
493 or banks for all bonds payable from the Sinking Fund at least three (3) days
494 in advance of the date on which payment of principal or interest falls due,
495 funds fully sufficient to pay promptly the principal and interest so falling
496 due on such date.
497

498 (ii) The maintenance of the "Sales Tax Bond Reserve Fund" (hereinafter
499 called the "Reserve Fund"), established pursuant to the Outstanding Parity
500 Bond Resolution, with the regularly designated fiscal agent of the Issuer, by
501 transferring, simultaneously upon delivery of the Bonds from the proceeds

502 thereof an amount equal to the Reserve Fund Requirement, the money in
503 the Reserve Fund to be retained solely for the purpose of paying the
504 principal of and the interest on the Bonds payable from the aforesaid
505 Sinking Fund as to which there would otherwise be default. In the event that
506 Additional Parity Bonds are issued hereafter in the manner provided by this
507 Bond Resolution, there shall be transferred from the proceeds of such
508 Additional Parity Bonds and/or from the said Sales Tax and Bond Fund into
509 the Reserve Fund monthly or annually, such amounts (as may be designated
510 in the resolution authorizing the issuance of such Additional Parity Bonds)
511 as will increase the total amount on deposit in the Reserve Fund within a
512 period not exceeding five (5) years to a sum equal to the Reserve Fund
513 Requirement for all outstanding bonds payable from the Sinking Fund.
514

515 If at any time it shall be necessary to use moneys in the Reserve Fund above
516 provided for the purpose of paying principal or interest on bonds payable
517 from the Sinking Fund as to which there would otherwise be default, then
518 the moneys so used shall be replaced from the revenues first thereafter
519 received not hereinabove required for payments into the Sinking Fund, it
520 being the intention hereof that there shall as nearly as possible be at all time
521 in the Reserve Fund an amount equal to the Reserve Fund Requirement.
522

523 Notwithstanding the foregoing, beginning on the first day on which no
524 Outstanding Parity Bonds remain outstanding pursuant to the terms of their
525 respective Outstanding Parity Bond Resolution, the Reserve Fund
526 Requirement may thereafter be funded with cash or Qualified Investments,
527 or one or more Reserve Products, or a combination thereof. Any such
528 Reserve Product must provide for payment on any interest or principal
529 payment date payment of the principal of or interest on the Bonds due on
530 such date which cannot be cured by funds in any other fund or account held
531 pursuant to this Bond Resolution or the Outstanding Parity Bond Resolution
532 and available for such purpose, and shall name the Paying Agent as the
533 beneficiary thereof. In no event shall the use of a Reserve Product be
534 permitted if it would cause any existing rating on any Bonds, Outstanding
535 Parity Bonds or Additional Parity Bonds to be lowered, suspended or
536 withdrawn. If a disbursement is made from a Reserve Product as provided
537 herein, the Issuer shall be obligated to reinstate the maximum limits of such
538 Reserve Product immediately following such disbursement from the first
539 Revenues available pursuant to this Section or to replace such Reserve
540 Product by depositing into the Reserve Fund, funds in the maximum amount
541 originally available under such Reserve Product, plus amounts necessary to
542 reimburse the Reserve Product Provider for previous disbursements under
543 such Reserve Product, or a combination thereof. For purposes of this
544 Section, amounts necessary to satisfy such Reimbursement Obligations of
545 the Issuer to the Reserve Product Provider shall be deemed to be required
546 deposits to the Reserve Fund, but shall be applied to satisfy the
547 Reimbursement Obligations to the Reserve Product Provider.

548 If the Reserve Fund Requirement may be funded in whole or in part with a
549 Reserve Product as set forth above and no event of default shall have
550 occurred and be continuing hereunder, the Issuer may at any time in its
551 discretion, substitute a Reserve Product meeting the requirements of this
552 Bond Resolution for the cash and Qualified Investments in the Reserve
553 Fund, and the Issuer may then withdraw such cash and Qualified
554 Investments from the Reserve Fund so long as the Issuer obtains an opinion
555 of nationally recognized bond counsel to the effect that such actions will
556 not, in and of themselves, adversely affect the exclusion from gross income
557 of interest on the parity debt (if not taxable bonds) for federal income tax
558 purposes.

559
560 Cash on deposit in the Reserve Fund shall be used (or investments
561 purchased with such cash shall be liquidated and the proceeds applied as
562 required) prior to any drawing on any Reserve Product. If more than one
563 Reserve Product is deposited in the Reserve Fund, drawings thereunder
564 shall be made on a pro rata basis, calculated by reference to the maximum
565 amounts available thereunder.

566
567 All or any part of the moneys in the Sales Tax and Bond Fund, the Sinking Fund or
568 the Reserve Fund shall at the written request of the Issuer be invested in direct
569 obligations of the United States of America, maturing in five (5) years or less, in
570 which event all income derived from such investments may be added to the Sales
571 Tax and Bond Fund and such investments shall, to the extent at any time necessary,
572 be liquidated and the proceeds thereof applied to the purposes for which the
573 respective funds are herein created.

574
575 All moneys remaining in the Sales Tax and Bond Fund on the 20th day of each
576 month and after making the required payments into the Sinking Fund and the
577 Reserve Fund for the current month and for prior months during which the required
578 payments may not have been made, shall be considered as surplus. Such surplus
579 may be used by the Issuer for any of the purposes for which the Tax is authorized
580 or for the purpose of retiring Bonds herein authorized in advance of their maturities,
581 either by purchase of Bonds then outstanding at prices not greater than the then
582 redemption prices of said Bonds, or by redeeming such Bonds at the prices and in
583 the manner hereinbefore set forth in this Bond Resolution.

584
585 The Sales Tax and Bond Fund, the Sinking Fund, and the Reserve Fund provided
586 for in this Section shall all be and constitute trust funds for the purposes provided
587 in this Bond Resolution, and the Owners of Bonds issued pursuant to this Bond
588 Resolution are granted a lien on all such funds until applied in the manner provided
589 therein. The moneys in such funds shall at all times be secured to the full extent
590 thereof by the bank or trust company holding such funds in the manner required by
591 the laws of the State.

592

593 SECTION 13. **Covenants of the Issuer.** In providing for the issuance of the Bonds, the
594 Issuer does hereby covenant that it has a legal right to levy and collect the Tax, to issue the Bonds
595 and to pledge the Revenues of the Tax as herein provided, and that the Bonds will have a lien and
596 privilege on the Revenues of the Tax on a parity with the Outstanding Parity Bonds, subject only
597 to the prior payment of the reasonable and necessary costs and expenses of administering and
598 collecting the Tax.

599
600 SECTION 14. **Bond Resolution a Contract.** The provisions of this Bond Resolution shall
601 constitute a contract between the Issuer and the Owner or Owners from time to time of the Bonds,
602 and any Owner of any of the Bonds may either at law or in equity, by suit, action, mandamus or
603 other proceedings, enforce and compel the performance of all duties required to be performed by
604 the Issuer as a result of issuing the Bonds, and may similarly enforce the provisions of the Tax
605 Ordinance imposing the Tax and this Bond Resolution.

606
607 SECTION 15. **Records and Accounts Relating to Tax.** So long as any of the Bonds are
608 outstanding and unpaid in principal or interest, the Issuer shall maintain and keep proper books of
609 records and accounts separate and apart from all other records and accounts in which shall be made
610 full and correct entries of all transactions relating to the collection and expenditure of the Revenues
611 of the Tax, including specifically but without limitation, all reasonable and necessary costs and
612 expenses of collection.

613
614 Not later than six (6) months after the close of each Fiscal Year, the Issuer shall cause an
615 audit of such books and accounts to be made by the Legislative Auditor of the State of Louisiana
616 (or his successor) or by a recognized independent firm of certified public accountants showing the
617 receipts of and disbursements made for the account of the Sales Tax Fund. Such audit shall be
618 available for inspection upon request by the Owners of any of the Bonds. The Issuer further agrees
619 that the Paying Agent and the Owners of any of the Bonds shall have at all reasonable times the
620 right to inspect the records, accounts and data of the Issuer relating to the Tax.

621
622 SECTION 16. **Issuance of Refunding and Additional Parity Bonds.** All of the Bonds
623 shall enjoy complete parity of lien on the Revenues of the Tax despite the fact that any of the
624 Bonds may be delivered at an earlier date than any other of the Bonds. The Issuer shall issue no
625 other bonds or obligations of any kind or nature payable from or enjoying a lien on the avails or
626 proceeds of the Tax having priority over or parity with the Bonds and the Outstanding Parity
627 Bonds, except that Additional Parity Bonds may hereafter be issued on a parity with the Bonds
628 and the Outstanding Parity Bonds under the following conditions:

629
630 (a) The Bonds and/or Outstanding Parity Bonds, or any part thereof, including interest and
631 redemption premiums thereon, may be refunded with the consent of the owners thereof (except
632 that as to Bonds which have been properly called for redemption and provisions made for the
633 payment thereof, such consent shall not be necessary) and the refunding bonds so issued shall
634 enjoy complete equality of lien with the portion of the Bonds which is not refunded, if there be
635 any, and the refunding bonds shall continue to enjoy whatever priority of lien over subsequent
636 issues that may have been enjoyed by the bonds refunded, provided, however, that if only a portion
637 of Bonds or Outstanding Parity Bonds outstanding is so refunded and the refunding bonds require
638 total principal and interest payments during any Bond Year in excess of the principal and interest

639 which would have been required in such Bond Year to pay the bonds refunded thereby, then such
640 bonds may not be refunded without the consent of the Owners of the unrefunded portion of the
641 Bonds, Outstanding Parity Bonds and Additional Parity Bonds, if any; provided, however, that
642 such consent shall not be required if the Issuer shall comply with the terms of subsection (b) below.
643

644 (b) Additional Parity Bonds may also be issued, and such Additional Parity Bonds shall
645 be on a parity with the Bonds and the Outstanding Parity Bonds, if all of the following conditions
646 are met:

647 (i) The average annual revenues derived by the Issuer from the Tax when computed
648 for the last two (2) completed years immediately preceding the issuance of the
649 Additional Parity Bonds must have been not less than 1.40 times the highest
650 combined principal and interest requirements for any succeeding calendar year
651 period on all bonds then outstanding, including any Additional Parity Bonds
652 theretofore issued and then outstanding, and any other bonds or other obligations
653 whatsoever then outstanding which are payable from the Tax (but not including
654 bonds which have been refunded or provision otherwise made for their full payment
655 and redemption) and the Additional Bonds so proposed to be issued;

656
657 (ii) The payments to be made into the various funds provided for in Section 12
658 hereof must be current;

659
660 (iii) The existence of the facts required by paragraphs (b)(i) and (b)(ii) above must
661 be determined and certified to by the Parish President and the chief financial officer
662 of the Issuer, or by an independent firm of certified public accountants who have
663 previously audited the books of the Issuer or by such successors thereof as may
664 have been employed for that purpose; and

665
666 (iv) The Additional Parity Bonds must be payable as to principal on March 1st of
667 each year in which principal falls due, beginning not later than three (3) years from
668 the date of issuance of said Additional Parity Bonds and payable as to interest on
669 March 1st and September 1st of each year.
670

671 **SECTION 17. Fidelity Bonds for Officers and Employees.** So long as any of the Bonds
672 are outstanding and unpaid, the Issuer shall require all of its officers and employees who may be
673 in a position of authority or in possession of money derived from the collection of the Tax, to
674 obtain or be covered by a blanket fidelity or faithful performance bond, or independent fidelity
675 bonds written by a responsible indemnity company in amounts adequate to protect the Issuer from
676 loss.
677

678 **SECTION 18. Amendments to Bond Resolution.** No material modification or
679 amendment of this Bond Resolution, or of any resolution amendatory hereof or supplemental
680 hereto, may be made without the consent in writing of the Owners of two-thirds (2/3) of the
681 aggregate principal amount of the Bonds then outstanding; provided, however, that no such
682 modification or amendment shall permit a change in the maturity of the Bonds or the redemption
683 provisions thereof, or a reduction in the rate of interest thereon, or the promise of the Issuer to pay
684 the principal of and the interest on the Bonds as the same shall come due from the Revenues of the

685 Tax, or reduce the percentage of owners required to consent to any material modification or
686 amendment of this Bond Resolution, without the consent of the Owner or Owners of the Bonds.
687

688 Any amendment or supplement to this Bond Resolution shall be subject to the prior written
689 consent of the Insurer, if any. Any rating agency rating the Bonds must receive notice of each
690 amendment and a copy thereof at least fifteen (15) days in advance of its execution or adoption.
691 The Insurer, if any, shall be provided with a full transcript of all proceedings relating to the
692 execution of any such amendment or supplement.
693

694 A supplemental resolution, upon the filing with the Paying Agent of a certified copy
695 thereof, shall become fully effective in accordance with its terms.
696

697 SECTION 19. **Mutilated, Destroyed, Lost or Stolen Bonds**. If (a) any mutilated Bond is
698 surrendered to the Paying Agent, or the Issuer and the Paying Agent receive evidence to their
699 satisfaction of the destruction, loss, or theft of any Bond, and (b) there is delivered to the Issuer
700 and the Paying Agent such security or indemnity as may be required by them to save each of them
701 harmless, then, in the absence of notice to the Issuer or the Paying Agent that such Bond has been
702 acquired by a bona fide purchaser, the Issuer shall execute and upon its request the Paying Agent
703 shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen
704 Bond, a new Bond of the same maturity and of like tenor and principal amount, bearing a number
705 not contemporaneously outstanding. In case any such mutilated, destroyed, lost, or stolen Bond
706 has become or is about to become due and payable, the issuer in its discretion may, instead of
707 issuing a new Bond, pay such Bond. Upon the issuance of any new Bond under this Section, the
708 Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other
709 governmental charge that may be imposed in relation thereto and any other expenses (including
710 the fees and expenses of the Paying Agent) connected therewith. Every new Bond issued pursuant
711 to this Section in lieu of any mutilated, destroyed, lost, or stolen Bond shall constitute a
712 replacement of the prior obligation of the Issuer, whether or not the mutilated, destroyed, lost, or
713 stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the benefits of
714 this Bond Resolution equally and ratably with all other Outstanding Bonds. The procedures set
715 forth in the Agreement authorized in this Bond Resolution shall also be available with respect to
716 mutilated, destroyed, lost or stolen Bonds. The provisions of this Section are exclusive and shall
717 preclude (to the extent lawful) all other rights and remedies with respect to the replacement and
718 payment of mutilated, destroyed, lost or stolen Bonds.
719

720 SECTION 20. **Discharge of Bond Resolution**. If the Issuer shall pay or cause to be paid,
721 or there shall be paid to the Owners, the principal (and redemption price) of and interest on the
722 Bonds, at the times and in the manner stipulated in this Bond Resolution, then the pledge of the
723 Tax or any other money, securities, and funds pledged under this Bond Resolution and all
724 covenants, agreements, and other obligations of the Issuer to the Owners of Bonds shall thereupon
725 cease, terminate, and become void and be discharged and satisfied, and the Paying Agent shall pay
726 over or deliver all money held by it under this Bond Resolution to the Issuer.
727

728 SECTION 21. **Defeasance**. Bonds or interest installments for the payment or redemption
729 of which money shall have been set aside and shall be held in trust (through deposit by the Issuer
730 of funds for such payment or redemption or otherwise) at the maturity or redemption date thereof

731 shall be deemed to have been paid within the meaning and with the effect expressed above in this
732 Section, if they have been defeased pursuant to Chapter 14-A of Title 39 of the Louisiana Revised
733 Statutes of 1950, as amended, or any successor provisions thereto.
734

735 SECTION 22. **Events of Default.** If one or more of the following events (in this Bond
736 Resolution called "Events of Default") shall happen, that is to say, (i) if default shall be made in
737 the due and punctual payment of the principal of any Bond when and as the same shall become
738 due and payable, whether at maturity or otherwise; or (ii) if default shall be made in the due and
739 punctual payment of any installment of interest on any Bond when and as such interest installment
740 shall become due and payable; or (iii) if default shall be made by the Issuer in the performance or
741 observance of any other of the covenants, agreements or conditions on its part in this Bond
742 Resolution, any supplemental resolution or in the Bonds contained and such default shall continue
743 for a period of forty-five (45) days after written notice thereof to the Issuer by the Owners of not
744 less than 25% of the Bonds (as defined in this Bond Resolution); or (iv) if the Issuer shall file a
745 petition or otherwise seek relief under any Federal or State bankruptcy law or similar law; then,
746 upon the happening and continuance of any Event of Default the Owners of the Bonds shall be
747 entitled to exercise all rights and powers for which provision is made under Louisiana law.
748

749 SECTION 23. **Successor Paying Agent; Paying Agent Agreement.** The Issuer will at all
750 times maintain a Paying Agent meeting the qualifications hereinafter described for the perfor-
751 mance of the duties hereunder for the Bonds. The designation of the initial Paying Agent in this
752 Bond Resolution is hereby confirmed and approved. The Issuer reserves the right to appoint a
753 successor Paying Agent by (a) filing with the Person then performing such function a certified
754 copy of a resolution or ordinance giving notice of the termination of the Agreement and appointing
755 a successor and (b) causing notice to be given to each Owner. Every Paying Agent appointed
756 hereunder shall at all times be a bank or trust company organized and doing business under the
757 laws of the United States of America or of any state, authorized under such laws to exercise trust
758 powers, and subject to supervision or examination by Federal or State authority. The Executive
759 Officers are hereby authorized and directed to execute an appropriate Agreement with the Paying
760 Agent for and on behalf of the Issuer in such form as may be satisfactory to said officers, the
761 signatures of said officers on such Agreement to be conclusive evidence of the due exercise of the
762 authority granted hereunder.
763

764 SECTION 24. **Effect of Registration.** The Issuer, the Paying Agent, and any agent of
765 either of them may treat the Owner in whose name any Bond is registered as the Owner of such
766 Bond for the purpose of receiving payment of the principal (and redemption price) of and interest
767 on such Bond and for all other purposes whatsoever, and to the extent permitted by law, neither
768 the Issuer, the Paying Agent, nor any agent of either of them shall be affected by notice to the
769 contrary.
770

771 SECTION 25. **Notices to Owners.** Wherever this Bond Resolution provides for notice to
772 Owners of Bonds of any event, such notice shall be sufficiently given (unless otherwise herein
773 expressly provided) if in writing and mailed, first-class postage prepaid, to each Owner of such
774 Bonds, at the address of such Owner as it appears in the Bond Register. In any case where notice
775 to Owners of Bonds is given by mail, neither the failure to mail such notice to any particular Owner
776 of Bonds, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with

777 respect to all other Bonds. Where this Bond Resolution provides for notice in any manner, such
778 notice may be waived in writing by the Owner entitled to receive such notice, either before or after
779 the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Owners
780 shall be filed with the Paying Agent, but such filing shall not be a condition precedent to the
781 validity of any action taken in reliance upon such waiver.
782

783 SECTION 26. **Cancellation of Bonds.** All Bonds surrendered for payment, redemption,
784 transfer, exchange or replacement, if surrendered to the Paying Agent, shall be promptly cancelled
785 by it and, if surrendered to the Issuer, shall be delivered to the Paying Agent and, if not already
786 cancelled, shall be promptly cancelled by the Paying Agent. The Issuer may at any time deliver to
787 the Paying Agent for cancellation any Bonds previously registered and delivered which the Issuer
788 may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly
789 cancelled by the Paying Agent. All cancelled Bonds held by the Paying Agent shall be disposed
790 of as directed in writing by the Issuer.
791

792 SECTION 27. **Preparation of Bonds; Deposit of Bond Proceeds.** The Executive Officers
793 are hereby empowered, authorized and directed to do any and all things necessary and incidental
794 to carry out all of the provisions of this Bond Resolution, to cause the necessary Bonds to be
795 printed or lithographed, to issue, execute, seal and deliver the Bonds, to effect the delivery of the
796 Bonds in accordance with the sale thereof, to collect the purchase price therefor, and to deposit the
797 funds derived from the sale of the Bonds (except proceeds of the Bonds, if any, to be deposited in
798 the Reserve Fund) with the Escrow Agent pursuant to the terms of the Escrow Agreement.
799

800 SECTION 28. **Arbitrage.** To the extent that any of the Bonds are issued on a tax-exempt
801 basis, the Issuer covenants and agrees that, to the extent permitted by the laws of the State, it will
802 comply with the requirements of the Internal Revenue Code of 1986 and any amendment thereto
803 (the "Code") in order to establish, maintain and preserve the exclusion from "gross income" of
804 interest on such Bonds under the Code. The Issuer further covenants and agrees that it will not take
805 any action, fail to take any action, or permit any action within its control to be taken, or permit at
806 any time or times any of the proceeds of such Bonds or any other funds of the Issuer to be used
807 directly or indirectly in any manner, the effect of which would be to cause such Bonds to be
808 "arbitrage bonds" or would result in the inclusion of the interest on any of such Bonds in gross
809 income under the Code, including, without limitation, (i) the failure to comply with the limitation
810 on investment of Bond proceeds or (ii) the failure to pay any required rebate of arbitrage earnings
811 to the United States of America or (iii) the use of the proceeds of such Bonds in a manner which
812 would cause the Bonds to be "private activity bonds".

813 The Executive Officers are hereby empowered, authorized and directed to take any and all
814 action and to execute and deliver any instrument, document or certificate necessary to effectuate
815 the purposes of this Section.
816

817 SECTION 29. **Not Qualified Tax-Exempt Obligations.** The Bonds are **not** designated as
818 "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code.
819

820 SECTION 30. **Sale of Bonds.** The Bonds are hereby authorized to be sold to a Purchaser,
821 and the Executive Officers, or any of them, are hereby authorized to execute a Bond Purchase
822 Agreement provided that the sale of the Bonds is within the parameters set in this Bond Resolution.

823 The Bond Purchase Agreement may provide for the purchase of bond insurance in the event any
824 Executive Officers, on behalf the Issuer, find and determine that the purchase of such bond
825 insurance will be of benefit. In such event, the Executive Officers are hereby authorized to execute
826 all documents and agreements necessary and appropriate in connection with obtaining and
827 securing the bond insurance. After their execution and authentication by the Paying Agent, the
828 Bonds shall be delivered to the Purchaser or their agents or assigns, upon receipt by the Issuer of
829 the agreed purchase price.

830
831 SECTION 31. **Call for Redemption.** The Executive Officers, or either of them, are hereby
832 authorized to call for redemption the Refunded Obligations in accordance with their respective
833 terms and the terms of the Bond Purchase Agreement. The distribution of Notices of Defeasance
834 and Call for Redemption in substantially the forms attached hereto as **Exhibits C-1, C-2, C-3 and**
835 **C-4**, as applicable, shall be sent by the paying agent for the Refunded Obligations to the registered
836 owners of the Refunded Obligations.

837
838 SECTION 32. **Publication.** A copy of this Bond Resolution shall be published
839 immediately after its adoption in one issue of the official journal of the Issuer.

840
841 SECTION 33. **Disclosure Under SEC Rule 15c2-12.** The Executive Officers are hereby
842 empowered and directed to execute an appropriate Continuing Disclosure Certificate (substantially
843 in the form set forth in an Appendix to the official statement issued in connection with the sale and
844 issuance of the Bonds) pursuant to S.E.C. Rule 15c2-12(b)(5).

845
846 SECTION 34. **Section Headings.** The headings of the various sections hereof are inserted
847 for convenience of reference only and shall not control or affect the meaning or construction of
848 any of the provisions hereof.

849
850 SECTION 35. **Severability.** In case any one or more of the provisions of this Bond
851 Resolution or of the Bonds issued hereunder shall for any reason be held to be illegal or invalid,
852 such illegality or invalidity shall not affect any other provision of this Bond Resolution or of the
853 Bonds, but this Bond Resolution and the Bonds shall be construed and enforced as if such illegal
854 or invalid provisions had not been contained therein. Any constitutional or statutory provision
855 enacted after the date of this Bond Resolution which validates or makes legal any provision of this
856 Bond Resolution and/or the Bonds which would not otherwise be valid or legal, shall be deemed
857 to apply to this Bond Resolution and to the Bonds.

858
859 SECTION 36. **Post-Issuance Compliance.** The Executive Officers and/or their designees
860 are directed to establish, continue, and/or amend, as applicable, written procedures to assist the
861 Issuer in complying with various State and Federal statutes, rules and regulations applicable to the
862 Bonds and are further authorized to take any and all actions as may be required by said written
863 procedures to ensure continued compliance with such statutes, rules and regulations throughout the
864 term of the Bonds.

865
866 SECTION 37. **Effective Date.** This Bond Resolution shall become effective immediately.

867

868 This resolution having been submitted to a vote, the vote thereon was as follows:

869
870 YEAS:

871
872 NAYS:

873
874 ABSENT:

875
876 ABSTAINING:

877
878 And the resolution was declared adopted on this, the _____ day of _____, 2022.

879

880

881

882

883

Council Secretary

Chairman

**EXHIBIT A
TO BOND RESOLUTION**

**ANY OR ALL OF THE OUTSTANDING BONDS LISTED BELOW
ARE AUTHORIZED TO BE REFUNDED*
REVENUE BONDS (PARISH OF PLAQUEMINES PROJECT), SERIES 2012
DATED SEPTEMBER 28, 2012**

<u>DATE (SEPT. 1)</u>	<u>PRINCIPAL PAYMENT</u>	<u>INTEREST RATE</u>	<u>CUSIP NUMBERS</u>
2022	\$ 1,470,000	4.000%	546282 SA3
2023	1,525,000	3.000	546282 SB1
2024	1,575,000	3.000	546282 SC9
2025	1,620,000	5.000	546282 SD7
2026	1,700,000	5.000	546282 SE5
2027	1,785,000	5.000	546282 SF2
2028	1,875,000	5.000	546282 SG0
2029	1,970,000	5.000	546282 SH8
2030	2,070,000	5.000	546282 SJ4
2031	2,170,000	5.000	546282 SK1
2032	2,280,000	3.625	546282 SL9
2037	12,800,000	4.000	546282 SM7
2042	15,575,000	4.000	546282 SN5

**REVENUE BONDS (PARISH OF PLAQUEMINES COURTHOUSE PROJECT), SERIES 2012
DATED NOVEMBER 29, 2012**

<u>DATE (NOV. 1)</u>	<u>PRINCIPAL PAYMENT</u>	<u>INTEREST RATE</u>	<u>CUSIP NUMBERS</u>
2022	\$ 630,000	2.250%	546282 TT1
2023	645,000	2.375	546282 TU8
2024	660,000	2.625	546282 TV6
2025	680,000	5.000	546282 TW4
2026	710,000	5.000	546282 TX2
2028	1,535,000	5.000	546282 TY0
2030	1,690,000	5.000	546282 TZ7
2031	910,000	3.250	546282 UA0
2032	940,000	3.375	546282 UB8
2037	5,215,000	3.625	546282 UC6
2042	6,250,000	3.750	546282 UD4

*Subject to change.

REVENUE REFUNDING BONDS, SERIES 2014*
DATED SEPTEMBER 3, 2014

<u>DATE</u> <u>(MARCH 1)</u>	<u>PRINCIPAL</u> <u>PAYMENT</u>	<u>INTEREST</u> <u>RATE</u>
2023	\$ 380,000	2.350%
2024	390,000	2.350
2025	405,000	2.350

REVENUE REFUNDING BONDS, SERIES 2015
DATED DECEMBER 17, 2015

<u>DATE</u> <u>(MARCH 1)</u>	<u>PRINCIPAL</u> <u>PAYMENT</u>	<u>INTEREST</u> <u>RATE</u>	<u>CUSIP</u> <u>NUMBERS</u>
2023	\$ 1,065,000	3.000%	72753Y FR9
2024	1,095,000	3.000	72753Y FS7
2025	1,130,000	3.000	72753Y FT5
2026	1,170,000	4.000	72753Y FU2
2027	1,220,000	4.000	72753Y FV0
2028	880,000	4.000	72753Y FW8
2029	915,000	4.000	72753Y FX6

* Subject to change.

**EXHIBIT B
TO BOND RESOLUTION**

FORM OF BOND

Unless this Bond is presented by an authorized representative of the Depository Trust Company, a New York corporation ("DTC"), to the Issuer or their agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of CEDE & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to CEDE & CO. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, CEDE & CO., has an interest herein.

As provided in the Bond Resolution referred to herein, until the termination of the system of book-entry-only transfers through DTC and notwithstanding any other provision of the Bond Resolution to the contrary, this Bond may be transferred, in whole but not in part, only to a nominee of DTC, or by a nominee of DTC to DTC or a nominee of DTC, or by DTC or a nominee of DTC to any successor securities depository or any nominee thereof.

NO. R_____ PRINCIPAL AMOUNT \$_____

**UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF PLAQUEMINES
REVENUE REFUNDING BOND, SERIES 2022
OF THE
PARISH OF PLAQUEMINES, STATE OF LOUISIANA**

Bond Date	Maturity Date	Interest Rate	CUSIP Number
_____, 2022	March 1, ____	_____%	_____

The **PARISH OF PLAQUEMINES, STATE OF LOUISIANA** (the "Issuer"), promises to pay, but solely from the source and as hereinafter provided, to:

REGISTERED OWNER: CEDE & CO. (Tax Identification #13-2555119)

or registered assigns, on the Maturity Date set forth above, the Principal Amount set forth above, together with interest thereon from the Bond Date set forth above or the most recent Interest Payment Date to which interest has been paid or duly provided for, payable on [September 1, 2022], and semiannually thereafter on March 1 and September 1 of each year (each an "Interest Payment Date"), at the Interest Rate per annum set forth above until said Principal Amount is paid, unless this Bond shall have been previously called for redemption and payment shall have been

duly made or provided for. The principal of this Bond, upon maturity or redemption, is payable in lawful money of the United States of America at the designated office of Argent Trust Company in Ruston, Louisiana, or successor thereto (the "Paying Agent"), upon presentation and surrender hereof. Interest on this Bond is payable by check mailed by the Paying Agent to the registered owner (determined as of the 15th calendar day of the month next preceding each Interest Payment Date) at the address as shown on the registration books of the Paying Agent.

During any period after the initial delivery of the Bonds in book-entry-only form when the Bonds are delivered in multiple certificates form, upon request of a registered owner of at least \$1,000,000 in principal amount of Bonds outstanding, all payments of principal, premium, if any, and interest on the Bonds will be paid by wire transfer in immediately available funds to an account designated by such registered owner; CUSIP number identification with appropriate dollar amounts for each CUSIP number must accompany all payments of principal, premium, and interest, whether by check or by wire transfer.

FOR SO LONG AS THIS BOND IS HELD IN BOOK-ENTRY FORM REGISTERED IN THE NAME OF CEDE & CO. ON THE REGISTRATION BOOKS OF THE ISSUER KEPT BY THE PAYING AGENT, AS BOND REGISTRAR, THIS BOND, IF CALLED FOR PARTIAL REDEMPTION IN ACCORDANCE WITH THE BOND RESOLUTION SHALL BECOME DUE AND PAYABLE ON THE REDEMPTION DATE DESIGNATED IN THE NOTICE OF REDEMPTION GIVEN IN ACCORDANCE WITH THE BOND RESOLUTION AT, AND ONLY TO THE EXTENT OF, THE REDEMPTION PRICE, PLUS ACCRUED INTEREST TO THE SPECIFIED REDEMPTION DATE; AND THIS BOND SHALL BE PAID, TO THE EXTENT SO REDEEMED, (i) UPON PRESENTATION AND SURRENDER THEREOF AT THE OFFICE SPECIFIED IN SUCH NOTICE OR (ii) AT THE WRITTEN REQUEST OF CEDE & CO., BY CHECK MAILED TO CEDE & CO. BY THE PAYING AGENT OR BY WIRE TRANSFER TO CEDE & CO. BY THE PAYING AGENT IF CEDE & CO. AS BONDOWNER SO ELECTS. IF, ON THE REDEMPTION DATE, MONEYS FOR THE REDEMPTION OF BONDS OF SUCH MATURITY TO BE REDEEMED, TOGETHER WITH INTEREST TO THE REDEMPTION DATE, SHALL BE HELD BY THE PAYING AGENT SO AS TO BE AVAILABLE THEREFOR ON SUCH DATE, AND AFTER NOTICE OF REDEMPTION SHALL HAVE BEEN GIVEN IN ACCORDANCE WITH THE BOND RESOLUTION, THEN, FROM AND AFTER THE REDEMPTION DATE, THE AGGREGATE PRINCIPAL AMOUNT OF THIS BOND SHALL BE IMMEDIATELY REDUCED BY AN AMOUNT EQUAL TO THE AGGREGATE PRINCIPAL AMOUNT THEREOF SO REDEEMED, NOTWITHSTANDING WHETHER THIS BOND HAS BEEN SURRENDERED TO THE PAYING AGENT FOR CANCELLATION.

This Bond is one of an authorized issue aggregating in principal the sum of _____ Dollars (\$_____) (the "Bonds"), all of like tenor and effect except as to number, interest rate, denomination, and maturity, said Bonds having been issued by the Issuer pursuant to a resolution adopted on [April 14, 2022] (the "Bond Resolution"), for the purpose of (i) refunding the Issuer's outstanding (a) Revenue Refunding Bonds, Series 2014, (b) Revenue Refunding Bonds, Series 2015, (c) obligations with respect to the Louisiana

Local Government Environmental Facilities and Community Development Authority (“LCDA”) Revenue Bonds (Parish of Plaquemines Project), Series 2012 arising pursuant to Loan Agreement dated as of September 1, 2012, between the Issuer and the LCDA, and (d) obligations with respect to the LCDA Revenue Bonds (Parish of Plaquemines Courthouse Project), Series 2012 arising pursuant to Loan Agreement dated as of November 1, 2012, between the Issuer and the LCDA, and (ii) paying the costs of issuance of the Bonds, under the authority conferred by Part II of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority.

The Bonds are issuable in the denomination of \$5,000 or any integral multiple thereof within a single maturity. As provided in the Bond Resolution, and subject to certain limitations set forth therein, the Bonds are exchangeable for an equal aggregate principal amount of Bonds of the same maturity of any other authorized denomination.

Subject to the limitations and requirements provided in the Bond Resolution, the transfer of this Bond shall be registered on the registration books of the Paying Agent/Registrar upon surrender of this Bond at the principal corporate trust office of the Paying Agent/Registrar as Bond Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form and a guaranty of signature satisfactory to the Paying Agent/Registrar, duly executed by the registered owner or his attorney duly authorized in writing, and thereupon a new Bond or Bonds of the same maturity and of authorized denomination or denominations, for the same aggregate principal amount, will be issued to the transferee. Prior to due presentment for transfer of this Bond, the Issuer and the Paying Agent/Registrar may deem and treat the registered owner hereof as the absolute owner hereof (whether or not this Bond shall be overdue) for the purpose of receiving payment of or on account of principal hereof and interest hereon and for all other purposes, and neither the Issuer nor the Paying Agent/Registrar shall be affected by any notice to the contrary.

The Issuer and the Paying Agent/Registrar shall not be required to (a) issue, register the transfer of or exchange any Bond during a period beginning at the opening of business on the 15th day of the month next preceding an interest payment date or any date of selection of Bonds to be redeemed and ending at the close of business on the interest payment date or (b) to register the transfer of or exchange any Bond so selected for redemption in whole or in part.

The Bonds maturing on March 1, 20__, and thereafter, are callable for redemption at the option of the Issuer in full or in part at any time on or after March 1, 20__, at the principal amount thereof, plus accrued interest from the most recent Interest Payment Date to which interest has been paid or duly provided for.

Official notice of such call of any of the Bonds for redemption shall be given by means of first class mail, postage prepaid, by notice deposited in the United States mails or via accepted means of electronic communication not less than twenty (20) days prior to the redemption date addressed to the registered owner of each Bond to be redeemed at his address as shown on the registration books of the Paying Agent. In the event a Bond to be redeemed is of a denomination larger than \$5,000, a portion of such Bond (\$5,000 or any multiple thereof) may be redeemed.

Bonds are not required to be redeemed in inverse order of maturity.

This Bond and the issue of which it forms a part are issued on a complete parity with the Issuer's outstanding (i) unrefunded Revenue Refunding Bonds, Series 2014, if any, (ii) unrefunded Revenue Refunding Bonds, Series 2015, and (iii) Revenue Refunding Bonds, Series 2020 (collectively, the "Outstanding Parity Bonds"). It is certified that the Issuer, in issuing this Bond and the issue of which it forms a part, has complied with all the terms and conditions set forth in the resolution authorizing the issuance of the Outstanding Parity Bonds.

This Bond and the issue of which it forms a part are payable, equally with the Outstanding Parity Bonds, solely from and secured specifically by an irrevocable pledge and dedication of the avails or proceeds (the "Revenues of the Tax") of the special one percent (1%) sales and use tax now being levied and collected by the Issuer, pursuant to Article VI, Section 29 of the Constitution of the State of Louisiana of 1974, and other constitutional and statutory authority, said tax being authorized by an election held therein on October 29, 1977 (the "Tax"), subject only to the prior payment of the reasonable and necessary costs and expenses of collecting and administering the Tax. This Bond constitutes a borrowing solely upon the credit of the Revenues of the Tax received by the Issuer and does not constitute an indebtedness or pledge of the general credit of the Issuer within the meaning of any constitutional or statutory provisions relating to the incurring of indebtedness. The Issuer has covenanted and agreed and does hereby covenant and agree to continue to levy the Tax and not to discontinue or decrease or permit to be discontinued or decreased the Tax in anticipation of the collection of which this Bond and the issue of which it forms a part have been issued, nor in any way make any change which would diminish the amount of said Revenues of the Tax pledged to the payment of the Bonds, until all of the Bonds have been paid in principal and interest. For a complete statement of the revenues from which and conditions under which this Bond is issued, reference is hereby made to the Bond Resolution.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Certificate of Registration hereon shall have been signed by the Paying Agent.

It is certified that this Bond is authorized by and is issued in conformity with the requirements of the Constitution and statutes of this State. It is further certified, recited and declared that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond and the issue of which it forms a part necessary to constitute the same legal, binding and valid obligations of the Issuer have existed, have happened and have been performed in due time, form and manner as required by law, and that the indebtedness of the Issuer, including this Bond and the issue of which it forms a part, does not exceed any limitation prescribed by the Constitution and statutes of the State of Louisiana, and that said Bonds shall not be invalid for any irregularity or defect in the proceedings for the issuance and sale thereof and shall be incontestable in the hands of bona fide purchasers or owners for value thereof.

IN WITNESS WHEREOF, the Parish of Plaquemines, State of Louisiana, has caused this Bond to be executed in its name by the facsimile signatures of its [Parish President or Council Chairman] and attested by the facsimile signature of the Council Secretary and a facsimile of the corporate seal to be imprinted hereon.

PARISH OF PLAQUEMINES, STATE OF LOUISIANA

Council Secretary

Parish President or Council Chairman

(SEAL)

* * * * *

(FORM OF PAYING AGENT'S CERTIFICATE OF REGISTRATION -
TO BE PRINTED ON ALL BONDS)

This Bond is one of the Bonds referred to in the within mentioned Bond Resolution.

ARGENT TRUST COMPANY
as Paying Agent

Date of Registration: _____, 2022

By: _____
Authorized Officer

* * * * *

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____

Please Insert Social Security
or other Identifying Number of Assignee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____

attorney or agent to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

* * * * *

[STATEMENT OF BOND INSURANCE, IF APPLICABLE]

**EXHIBIT C-1
TO BOND RESOLUTION**

NOTICE OF DEFEASANCE AND CALL FOR REDEMPTION

**REVENUE BONDS (PARISH OF PLAQUEMINES PROJECT), SERIES 2012
DATED SEPTEMBER 28, 2012
(MATURING SEPTEMBER 1 IN THE YEARS 2022 THROUGH 2032, INCLUSIVE, 2037
AND 2042)**

NOTICE IS HEREBY GIVEN pursuant to an ordinance adopted on [April 14, 2022], by the Plaquemines Parish Council, acting as the governing authority of the Parish of Plaquemine, State of Louisiana (the "Issuer"), that there has been deposited with Regions Bank in the City of Baton Rouge, Louisiana (the "Escrow Agent"), as Escrow Agent under a Defeasance and Escrow Deposit Agreement dated as of _____ 1, 2022 (the "Escrow Deposit Agreement"), between the Escrow Agent and the Issuer, moneys in an amount sufficient to assure the availability of sufficient funds to pay the principal of and interest through their redemption of the Issuer's outstanding Revenue Bonds (Parish of Plaquemines Project), Series 2012, consisting of all of the bonds of said issue which mature September 1 in the years 2022 through 2032, inclusive, 2037 and 2042 (the "Refunded Bonds"), as hereinafter set forth.

In accordance with the provisions of Chapter 14 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, the Refunded Bonds are defeased and deemed to be paid, and will no longer be secured by or entitled to the benefits of the resolution of the Issuer providing for their issuance.

NOTICE IS HEREBY FURTHER GIVEN that the Refunded Bonds which have been so defeased are hereby further *called for redemption on September 1, 2022*, at the principal amount thereof and accrued interest to the redemption date, as follows:

<u>DATE (SEPT. 1)</u>	<u>PRINCIPAL PAYMENT</u>	<u>INTEREST RATE</u>	<u>CUSIP NUMBERS</u>
2022	\$ 1,470,000	4.000%	546282 SA3
2023	1,525,000	3.000	546282 SB1
2024	1,575,000	3.000	546282 SC9
2025	1,620,000	5.000	546282 SD7
2026	1,700,000	5.000	546282 SE5
2027	1,785,000	5.000	546282 SF2
2028	1,875,000	5.000	546282 SG0
2029	1,970,000	5.000	546282 SH8
2030	2,070,000	5.000	546282 SJ4
2031	2,170,000	5.000	546282 SK1
2032	2,280,000	3.625	546282 SL9
2037	12,800,000	4.000	546282 SM7
2042	15,575,000	4.000	546282 SN5

No further interest will accrue and be payable on said bonds from and after September 1, 2022. The foregoing Bonds should be surrendered for payment on September 1, 2022, at Regions Bank, in the City of Baton Rouge, Louisiana, as paying agent for the Refunded Bonds) as follows:

**By Hand, Express Mail
or Courier Service**

Regions Bank
II City Plaza
400 Convention St.
Baton Rouge, LA 70802

By Mail

Regions Bank
II City Plaza
400 Convention St.
Baton Rouge, LA 70802

Withholding of 28% of gross redemption proceeds of any payment made within the United States may be required by the Jobs and Growth Tax Relief Reconciliation Act of 2003, unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee.

**PARISH OF PLAQUEMINES, STATE OF
LOUISIANA**

By: _____
Council Secretary

Dated: _____, 2022

**EXHIBIT C-2
TO BOND RESOLUTION**

NOTICE OF DEFEASANCE AND CALL FOR REDEMPTION

**REVENUE BONDS (PARISH OF PLAQUEMINES COURTHOUSE PROJECT),
SERIES 2012
DATED NOVEMBER 29, 2012
(MATURING NOVEMBER 1 IN THE YEARS 2022 THROUGH 2026, INCLUSIVE, 2028
THROUGH 2032, INCLUSIVE, 2037 AND 2042)**

NOTICE IS HEREBY GIVEN pursuant to an ordinance adopted on [April 14, 2022], by the Plaquemines Parish Council, acting as the governing authority of the Parish of Plaquemine, State of Louisiana (the "Issuer"), that there has been deposited with Regions Bank in the City of Baton Rouge, Louisiana (the "Escrow Agent"), as Escrow Agent under a Defeasance and Escrow Deposit Agreement dated as of _____ 1, 2022 (the "Escrow Deposit Agreement"), between the Escrow Agent and the Issuer, moneys in an amount sufficient to assure the availability of sufficient funds to pay the principal of and interest through their redemption of the Issuer's outstanding Revenue Bonds (Parish of Plaquemines Courthouse Project), Series 2012, consisting of all of the bonds of said issue which mature November 1 in the years 2022 through 2026, inclusive, 2028, 2030 through 2032, inclusive 2037 and 2042 (the "Refunded Bonds"), as hereinafter set forth.

In accordance with the provisions of Chapter 14 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, the Refunded Bonds are defeased and deemed to be paid, and will no longer be secured by or entitled to the benefits of the resolution of the Issuer providing for their issuance.

NOTICE IS HEREBY FURTHER GIVEN that the Refunded Bonds which have been so defeased are hereby further *called for redemption on November 1, 2022*, at the principal amount thereof and accrued interest to the redemption date, as follows:

<u>DATE (NOV. 1)</u>	<u>PRINCIPAL PAYMENT</u>	<u>INTEREST RATE</u>	<u>CUSIP NUMBERS</u>
2022	\$ 630,000	2.250%	546282 TT1
2023	645,000	2.375	546282 TU8
2024	660,000	2.625	546282 TV6
2025	680,000	5.000	546282 TW4
2026	710,000	5.000	546282 TX2
2028	1,535,000	5.000	546282 TY0
2030	1,690,000	5.000	546282 TZ7
2031	910,000	3.250	546282 UA0
2032	940,000	3.375	546282 UB8
2037	5,215,000	3.625	546282 UC6
2042	6,250,000	3.750	546282 UD4

No further interest will accrue and be payable on said bonds from and after November 1, 2022. The foregoing Bonds should be surrendered for payment on November 1, 2022, at Regions Bank, in the City of Baton Rouge, Louisiana, as paying agent for the Refunded Bonds) as follows:

**By Hand, Express Mail
or Courier Service**

Regions Bank
II City Plaza
400 Convention St.
Baton Rouge, LA 70802

By Mail

Regions Bank
II City Plaza
400 Convention St.
Baton Rouge, LA 70802

Withholding of 28% of gross redemption proceeds of any payment made within the United States may be required by the Jobs and Growth Tax Relief Reconciliation Act of 2003, unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee.

**PARISH OF PLAQUEMINES, STATE OF
LOUISIANA**

By: _____
Council Secretary

Dated: _____, 2022

**EXHIBIT C-3
TO BOND RESOLUTION**

NOTICE OF CALL FOR REDEMPTION

**REVENUE REFUNDING BONDS, SERIES 2014
DATED SEPTEMBER 3, 2014
(MATURING MARCH 1 IN THE YEARS 2023 THROUGH 2025, INCLUSIVE)**

NOTICE IS HEREBY GIVEN pursuant to an ordinance adopted on [April 14, 2022], by the Plaquemines Parish Council, acting as the governing authority of the Parish of Plaquemine, State of Louisiana (the "Issuer"), hereby calls for redemption on _____, 2022, the Issuer's outstanding Revenue Refunding Bonds, Series 2014, consisting of all of the bonds of said issue which mature March 1 in the years 2023 through 2025, inclusive (the "Refunded Bonds"), as hereinafter set forth.

<u>DATE</u> <u>(MARCH 1)</u>	<u>PRINCIPAL</u> <u>PAYMENT</u>	<u>INTEREST</u> <u>RATE</u>
2023	\$ 380,000	2.350%
2024	390,000	2.350
2025	405,000	2.350

No further interest will accrue and be payable on said bonds from and after _____, 2022. The foregoing Bonds should be surrendered for payment on _____, 2022, at Regions Bank, in the City of Baton Rouge, Louisiana, as paying agent for the Refunded Bonds) as follows:

**By Hand, Express Mail
or Courier Service**

Regions Bank
II City Plaza
400 Convention St.
Baton Rouge, LA 70802

By Mail

Regions Bank
II City Plaza
400 Convention St.
Baton Rouge, LA 70802

Withholding of 28% of gross redemption proceeds of any payment made within the United States may be required by the Jobs and Growth Tax Relief Reconciliation Act of 2003, unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee.

**PARISH OF PLAQUEMINES, STATE OF
LOUISIANA**

By: _____
Council Secretary

Dated: _____, 2022

**EXHIBIT C-4
TO BOND RESOLUTION**

NOTICE OF DEFEASANCE AND CALL FOR REDEMPTION

**REVENUE REFUNDING BONDS, SERIES 2015
DATED DECEMBER 17, 2015
(MATURING MARCH 1 IN THE YEARS 2023 THROUGH 2029, INCLUSIVE)**

NOTICE IS HEREBY GIVEN pursuant to an ordinance adopted on [April 14, 2022], by the Plaquemines Parish Council, acting as the governing authority of the Parish of Plaquemine, State of Louisiana (the "Issuer"), that there has been deposited with Regions Bank in the City of Baton Rouge, Louisiana (the "Escrow Agent"), as Escrow Agent under a Defeasance and Escrow Deposit Agreement dated as of _____ 1, 2022 (the "Escrow Deposit Agreement"), between the Escrow Agent and the Issuer, moneys in an amount sufficient to assure the availability of sufficient funds to pay the principal of and interest through their redemption of the Issuer's outstanding Revenue Refunding Bonds, Series 2015, consisting of all of the bonds of said issue which mature March 1 in the years 2023 through 2029, inclusive (the "Refunded Bonds"), as hereinafter set forth.

In accordance with the provisions of Chapter 14 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, the Refunded Bonds are defeased and deemed to be paid, and will no longer be secured by or entitled to the benefits of the resolution of the Issuer providing for their issuance.

NOTICE IS HEREBY FURTHER GIVEN that the Refunded Bonds which have been so defeased are hereby further *called for redemption on March 1, 2025*, at the principal amount thereof and accrued interest to the redemption date, as follows:

<u>DATE</u> <u>(MARCH 1)</u>	<u>PRINCIPAL</u> <u>PAYMENT</u>	<u>INTEREST</u> <u>RATE</u>	<u>CUSIP</u> <u>NUMBERS</u>
2023	\$ 1,065,000	3.000%	72753Y FR9
2024	1,095,000	3.000	72753Y FS7
2025	1,130,000	3.000	72753Y FT5
2026	1,170,000	4.000	72753Y FU2
2027	1,220,000	4.000	72753Y FV0
2028	880,000	4.000	72753Y FW8
2029	915,000	4.000	72753Y FX6

No further interest will accrue and be payable on said bonds from and after March 1, 2025. The foregoing Bonds should be surrendered for payment on March 1, 2025, at Regions Bank, in the City of Baton Rouge, Louisiana, as paying agent for the Refunded Bonds) as follows:

**By Hand, Express Mail
or Courier Service**
Argent Trust Company
Attn: Lana R. Patton
500 E. Reynolds Drive
Ruston, Louisiana 71270

By Mail
Argent Trust Company
Attn: Lana R. Patton
P. O. Drawer 1410
Ruston, Louisiana 71270

Withholding of 28% of gross redemption proceeds of any payment made within the United States may be required by the Jobs and Growth Tax Relief Reconciliation Act of 2003, unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee.

**PARISH OF PLAQUEMINES, STATE OF
LOUISIANA**

By: _____
Council Secretary

Dated: _____, 2022

STATE OF LOUISIANA

PARISH OF PLAQUEMINES

I, the undersigned Council Secretary of the Parish Council of the Parish of Plaquemines, State of Louisiana, do hereby certify that the foregoing pages constitute a true and correct copy of a resolution adopted by the Parish Council on [April 14, 2022], authorizing the issuance and sale of not to exceed Forty-Five Million Dollars (\$45,000,000) of Revenue Refunding Bonds, Series 2022, of the Parish of Plaquemines, State of Louisiana; and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature on this, the [14th] day of [April], 2022.

Council Secretary

RESOLUTION NO. 22-

The following Resolution was offered by Council Member Barthelemy who moved its adoption:

1 A Resolution asking the Louisiana Legislature to oppose any legislation that would
2 eliminate or limit a local governing authority's ability to collect inventory tax; and
3 otherwise to provide with respect thereto.
4

5 WHEREAS, ad valorem tax has been collected in Louisiana on business inventory for more than
6 100 years; and
7

8 WHEREAS, ad valorem tax revenues are used by parish governing authorities to fund projects and
9 services such as roads, drainage, recreation, health care, hospitals, fire protection, economic
10 development, libraries, jails, prisoner care, water and sewer, flood control, hurricane protection,
11 courthouse maintenance and industrial parks; and
12

13 WHEREAS, parish governing authorities throughout Louisiana are experiencing challenges to
14 continue providing services for their populations;
15

16 NOW, THEREFORE:
17

18 **BE IT RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT** it hereby asks the
19 Louisiana Legislature to oppose any and all measures that would eliminate or limit a local
20 governing authority's ability to collect ad valorem taxes on inventory.
21

22 **BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT** it hereby
23 authorizes and directs the Council Secretary's Office to send this Resolution to the Plaquemines
24 Parish State Delegation.
25

26 **BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT** the
27 Secretary of this Council is hereby authorized and directed to immediately certify and release this
28 Resolution and that Parish employees and officials are authorized to carry out the purposes of this
29 Resolution, both without further reading and approval by the Plaquemines Parish Council.

ORDINANCE NO. 22-

The following Ordinance was offered by Council Member Black who moved its adoption:

1 An Ordinance to accept final offer from La. DOTD to purchase servitude interests
2 of Plaquemines Parish’s interests in certain parcels of land for State Project No.
3 H.004791 La. 23: Belle Chasse Bridge and Tunnel for the appraised value of
4 \$1,893,418.00; and otherwise to provide with respect thereto.

5 WHEREAS, Plaquemines Parish Government received letter dated March 7, 2022, as Final Notice
6 of La. DOTD’s final offer of \$1,893,418.00 to purchase servitude interests of Plaquemines Parish
7 in Parcel Nos. S1-2-3, S1-3-5, S1-4-6, S1-4-7, S1-7-3, S1-8-5 and S1-8-6, free and clear of
8 encumbrances, inclusive of compensation for land value and improvements made thereon;

9
10 WHEREAS, the letter from La. DOTD was addressed to Plaquemines Parish Commission Council
11 and identified that entity as owner of the servitude interests;

12
13 WHEREAS, the letter is attached as Exhibit 1 and states that Plaquemines Parish’s interests in the
14 Parcels was valued by competent and unbiased appraisers and that the total amount offered
15 represented the maximum amount La. DOTD will pay for the parcels on an agreeable basis;

16
17 WHEREAS, the Parcels are shown on the attached Right of Way Map for State Project No.
18 H00491 for La. 23: Belle Chasse Bridge and Tunnel (HBI) attached as Exhibit 2; and

19 NOW, THEREFORE:

20
21 BE IT ORDAINED BY THE PLAQUEMINES PARISH COUNCIL THAT:

SECTION 1

22
23
24 Plaquemines Parish and Plaquemines Parish Government as owner of the property interests in
25 Parcel Nos. S1-2-3, S1-3-5, S1-4-6, S1-4-7, S1-7-3, S1-8-5 and S1-8-6 accept the final offer of La.
26 DOTD to purchase Plaquemines Parish’s interests in these parcels for the appraised value
27 \$1,893,418.00 as offered .

SECTION 2

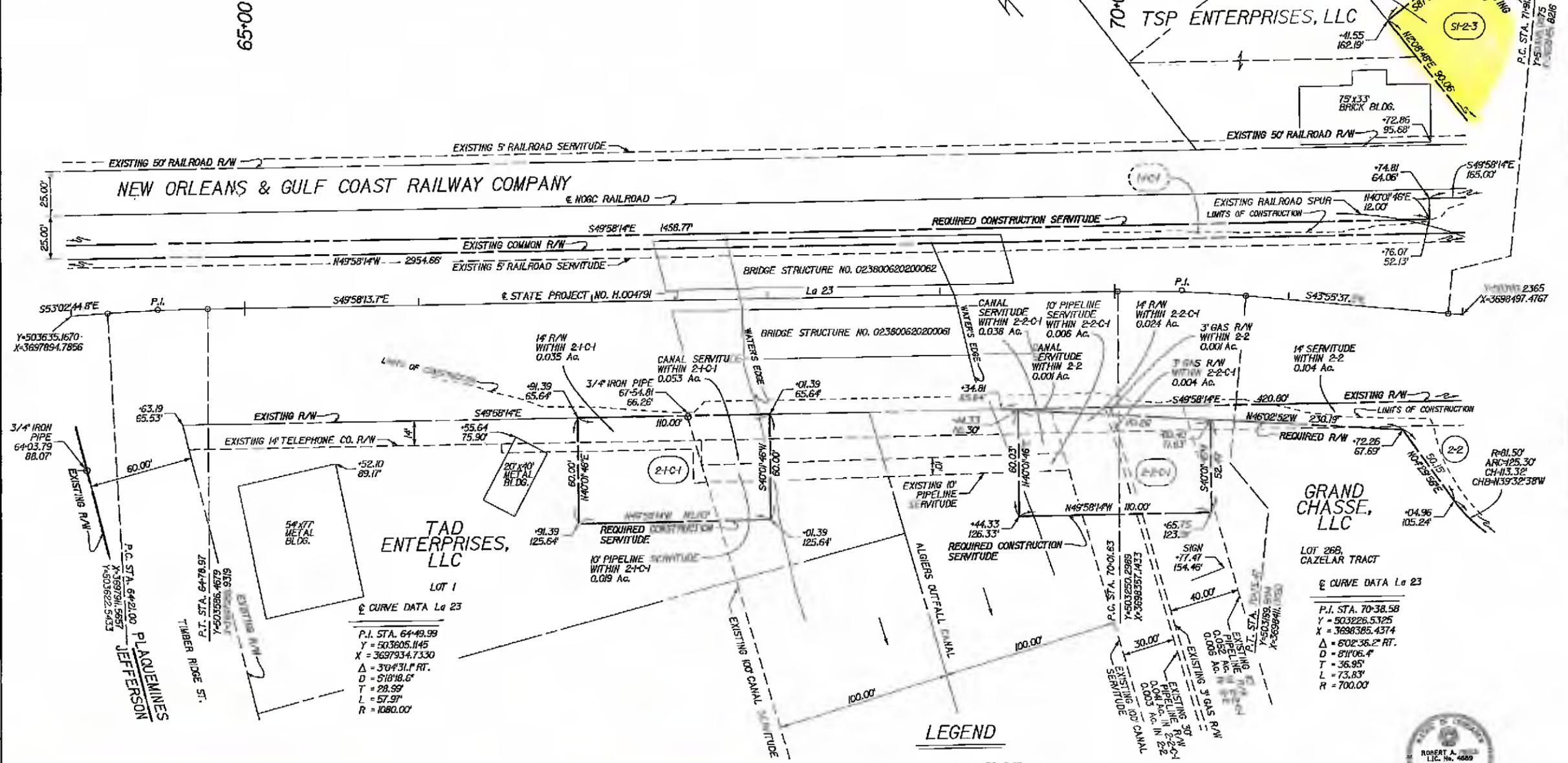
28
29
30
31 The Secretary of this Council is hereby authorized and directed to immediately certify and release
32 this Ordinance and that Parish employees and officials are authorized to carry out the purposes of
33 this Ordinance, both without further reading and approval by the Plaquemines Parish Council.
34

09.14

10/5/2021

SOUTHEASTERN WEST OF MISSISSIPPI RIVER T14S - R24E SECTION 30

NOTES:
 1. ALL PIPES AND MONUMENTS SHOWN HEREON WERE FOUND.
 2. THE COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON LOUISIANA STATE PLANE COORDINATE SYSTEM SOUTH ZONE (NAD 83 (2011) EPOCH 2010.00) TO CONVERT FROM GRID BEARINGS TO TRUE BEARINGS USE: $00^{\circ}39'32.3''$
 BASE STATIONS:
 DPT421 SHELL BEACH
 LAT: $N29^{\circ}52'05.20582''$
 LONG: $W89^{\circ}40'23.63832''$
 Y: 501341.88
 X: 3806984.52
 DPT419 LOYOLA UNIVERSITY
 LAT: $N29^{\circ}56'13.2075''$
 LONG: $W90^{\circ}07'07.83127''$
 Y: 524621.46
 X: 3665493.65
 DJ9603 LAKEWOOD ELEMENTRY
 LAT: $N29^{\circ}54'01.29536''$
 LONG: $W90^{\circ}20'57.83368''$
 Y: 510595.83
 X: 3592587.48
 3. DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES. TO CONVERT DISTANCES DERIVED FROM COORDINATES SHOWN HEREON TO HORIZONTAL GROUND DISTANCES, USE SCALE FACTOR: 0.998928073



Final Right of Way Map
T:\PROJECTS\17 Huval - Belle Chasse Bridge\DRAWINGS\WORKING\100% ROW\ROW_SHT02.dgn

COMPILED	DOH	PLAQUEMINES
CHECKED	DOH	062-02
DESIGNED	DOH	STATE PROJECT
DRAWN	DOH	LA 23
DATE	DOH	ROUTE LA 23 & LA 3017
SCALE	DOH	1"=50'

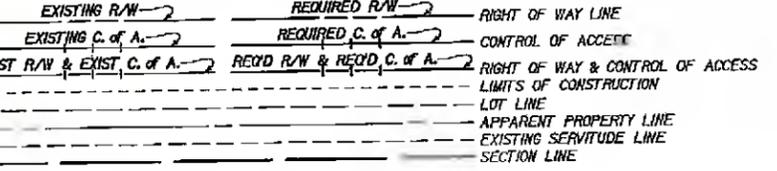
RIGHT OF WAY MAP
 STATE PROJECT NO. H.004791
 LA 23: BELLE CHASSE BRIDGE & TUNNEL (IIBT)
 PLAQUEMINES & JEFFERSON PARISH
 ROUTE LA 23 & LA 3017

GOTECH, INC.

DOH	BY
10-1-2021	REVISED PARCEL SI-2-3
9-9-2021	ADDED PARCEL SI-2-3

* FOR ACQUISITION OF PLAQUEMINES PARISH EXISTING SERVITUDE

PARCEL	OWNER	ACQUISITION	AREA
SI-2-3	PLAQUEMINES PARISH GOVERNMENT	C.O.B. 1141 PG. 413 APRIL 14, 2007 C.O.B. 1081 PG. 541 NOVEMBER 4, 2004 C.O.B. 948 PG. 797 MAY 6, 1999	0.134 Ac. 5816.5 SF
2-2-C1	GRAND CHASSE, LLC	C.O.B. 1082 PG. 492 NOVEMBER 24, 2004	0.142 Ac. 6188.6 SF
2-1-C1	TAD ENTERPRISES, LLC	C.O.B. 1019 PG. 163 MARCH 20, 2002	0.359 Ac. 15,622.1 SF



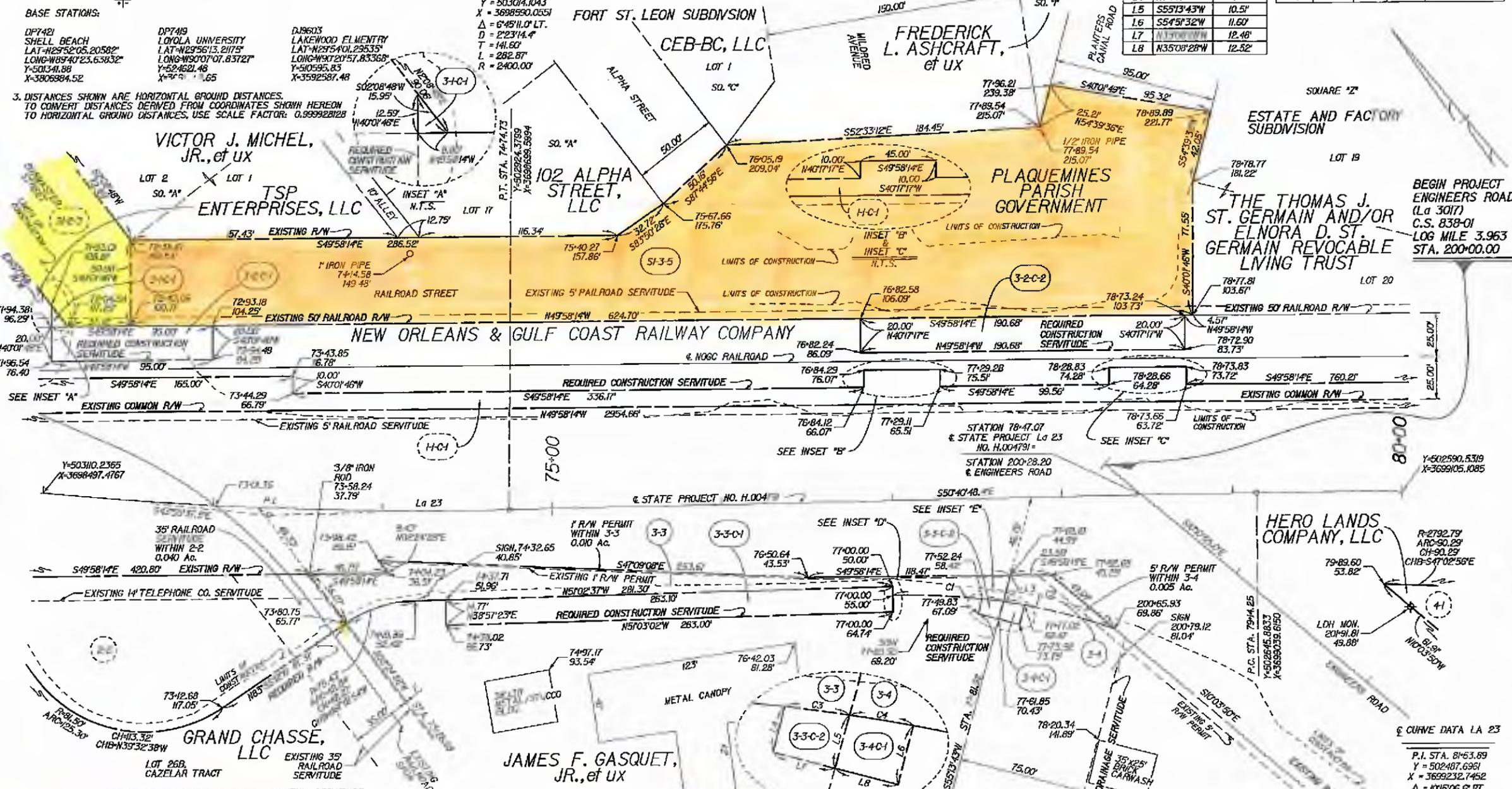
ROBERT A. L.L.C. No. 4689
 LICENSED PROFESSIONAL
 8-20-2020

10/14/2021 09:26
 T:\PROJECTS\817_Buval - Belle Chasse Bridge\DRAWINGS\WORKING\100% ROW\ROW SET03.dgn
 Final Right of Way Map

NOTES:
 1. ALL PIPES AND MONUMENTS SHOWN HEREON WERE FOUND.
 2. THE COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON LOUISIANA STATE PLANE COORDINATE SYSTEM SOUTH ZONE (NAD 83 (2011) EPOCH 2010.00) TO CONVERT FROM GRID BEARINGS TO TRUE BEARINGS USE: 00°39'35.7"

SOUTHEASTERN WEST OF MISSISSIPPI RIVER
T14S - R24E
SECTION 30

LINE TABLE			CURVE TABLE				
LINE	BEARING	DISTANCE	CURVE	RADIUS	ARC	CHORD	CHORD BEARING
L1	N39°19'12"E	5.00'	C1	378.50'	65.03'	64.98'	N45°58'57"W
L2	S39°19'12"W	14.74'	C2	378.50'	68.00'	67.91'	N35°54'49"W
L3	S55°13'43"W	15.94'	C3	378.50'	12.64'	12.64'	S42°01'01"E
L4	N54°51'32"E	9.00'	C4	378.50'	12.50'	12.50'	S40°08'57"E
L5	S55°13'43"W	10.51'					
L6	S54°51'32"E	11.60'					
L7	N11°58'00"W	12.48'					
L8	N35°08'28"W	12.52'					



* FOR ACQUISITION OF PLAQUEMINES PARISH EXISTING SERVITUDE

PARCEL	OWNER	ACQUISITION	AREA
SI-3-5	PLAQUEMINES PARISH GOVERNMENT	C.O.B. 1081 PG. 541 NOVEMBER 4, 2004 C.O.B. 527 PG. 887 AUGUST 10, 1981 C.O.B. 1181 PG. 257 APRIL 23, 2008 C.O.B. 1434 PG. 180 FEBRUARY 11, 2021 C.O.B. 1044 PG. 243 APRIL 28, 2003 C.O.B. 948 PG. 797 MAY 6, 1999	1.154 Ac. 50,262.6 SF
3-3	LA BONNE AFFAIRE, LLC	C.O.B. 986 PG. 540 OCTOBER 20, 2000	0.003 Ac. 138.5 SF
3-3-C-2	JAMES F. GASQUET, JR., et ux	C.O.B. 1082 PG. 521 NOVEMBER 24, 2004 C.O.B. 867 PG. 658 SEPTEMBER 27, 1995 C.O.B. 867 PG. 524 SEPTEMBER 25, 1995	0.089 Ac. 3,880.7 SF
3-2-C-2	NEW ORLEANS & GULF COAST RAILWAY COMPANY	C.O.B. 948 PG. 797 MAY 6, 1999	0.088 Ac. 3,813.6 SF
3-3-C-1	TSP ENTERPRISES, LLC	C.O.B. 1141 PG. 413 APRIL 14, 2007	0.001 Ac. 61.7 SF

LEGEND

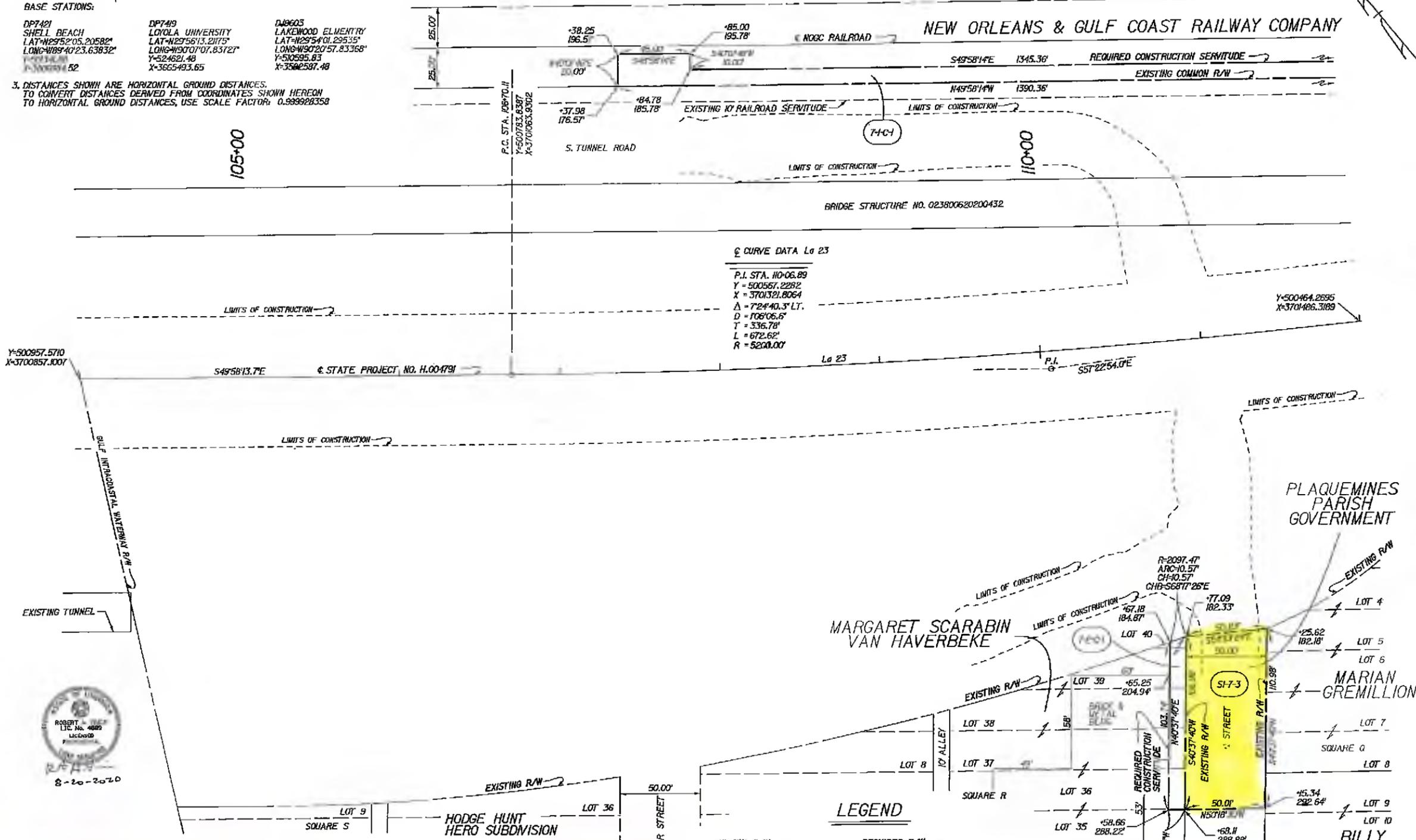
- EXISTING R/W
- REQUIRED R/W
- RIGHT OF WAY LINE
- EXISTING C. of A.
- REQUIRED C. of A.
- CONTROL OF ACCESS
- EXIST R/W & EXIST. C. of A.
- REQD R/W & REQD C. of A.
- RIGHT OF WAY & CONTROL OF ACCESS
- LIMITS OF CONSTRUCTION
- LOT LINE
- APPARENT PROPERTY LINE
- EXISTING SERVITUDE LINE
- SECTION LINE

SHEET NUMBER
 PLAQEMINES
 062-02-838-01
 8/20/2020
 1:50
 H.004791
 RIGHT OF WAY MAP
 STATE PROJECT NO. H.004791
 LA 23: BELLE CHASSE BRIDGE & TUNNEL (HBI)
 PLAQUEMINES & JEFFERSON PARISH
 ROUTE LA 23 & LA 3017
 GOTECH, INC.
 10-1-2021 ADDED PARCEL SI-3-5 & REVISED PARCEL SI-2-3
 9-9-2021 ADDED PARCEL SI-2-3
 10-23-2020 ADDED RAILROAD SERVITUDE TO PARCEL 2-2
 FILE NO. 03-19-1083 R/W SHEET NO. 3

9/20/2021 15:00
 Final Right of Way Map
 T:\PROJECTS\817 Huvval - Belle Chase Bridge\DRAWINGS\WORKING\100% ROW\ROW_SHT07.dgn

NOTES:
 1. ALL PIPES AND MONUMENTS SHOWN HEREON WERE FOUND.
 2. THE COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON LOUISIANA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 83 (2011) EPOCH 2010.00) TO CONVERT FROM GRID BEARINGS TO TRUE BEARINGS USE: 00739'48.1"
 BASE STATIONS:
 DP7491 SHELL BEACH
 LAT=N29°52'05.20582"
 LONG=W90°40'23.63832"
 X=3665493.65
 Y=524621.48
 DP749 LOYOLA UNIVERSITY
 LAT=N29°56'13.21175"
 LONG=W90°07'07.83127"
 X=3665493.65
 Y=524621.48
 DJ8603 LAKEWOOD ELEMENTARY
 LAT=N29°54'01.29535"
 LONG=W90°20'57.83368"
 X=3582587.48
 Y=510695.83

SOUTHEASTERN WEST OF MISSISSIPPI RIVER
 T14S - R24E
 SECTION 25



Q CURVE DATA La 23
 P.I. STA. 110+06.89
 Y = 500567.2282
 X = 3701321.8064
 Δ = 72°40.3' LT.
 D = 108°06.6'
 T = 336.78'
 L = 672.62'
 R = 5200.00'

LEGEND

- EXISTING R/W → RIGHT OF WAY LINE
- REQUIRED R/W → REQUIRED R/W LINE
- EXISTING C. of A. → CONTROL OF ACCESS
- REQUIRED C. of A. → REQUIRED C. of A.
- EXIST R/W & EXIST. C. of A. → RIGHT OF WAY & CONTROL OF ACCESS
- REQ'D R/W & REQ'D C. of A. → RIGHT OF WAY & CONTROL OF ACCESS
- LIMITS OF CONSTRUCTION
- LOT LINE
- APPARENT PROPERTY LINE
- EXISTING SERVITUDE LINE
- SECTION LINE

* FOR ACQUISITION OF PLAQUEMINES PARISH EXISTING SERVITUDE

PARCEL	OWNER	ACQUISITION	AREA
SI-7-3	PLAQUEMINES PARISH GOVERNMENT	C.O.B. 617 PG. 124 APRIL 18, 1995 C.O.B. 273 PG. 15 OCTOBER 8, 1962	0.125 Ac. 5,448.5 SF
7-2-C1	MARGARET SCARABIN VAN HAVERBEKE	C.O.B. 756 PG. 628 MAY 29, 1991	0.024 Ac. 1,053.5 SF
7-1-C1	NEW ORLEANS & GULF COAST RAILWAY COMPANY	C.O.B. 948 PG. 797 MAY 6, 1989	0.330 Ac. 14,353.6 SF

PLAQUEMINES
 PARISH
 CONTROL SECTION
 082-02
 H.004791

COMPUTED BY: [Signature]
 CHECKED BY: [Signature]
 DATE: 8/20/2020
 SCALE: 1"=50'

RIGHT OF WAY MAP
 STATE PROJECT NO. H.004791
 LA 23: BELLE CHASSE BRIDGE & TUNNEL (HBI)
 PLAQUEMINES & JEFFERSON PARISH
 ROUTE LA 23 & LA 3017

GOTECB, INC.
 DIH

9-8-2021 ADDED PARCEL SI-7-3
 REVISION DESCRIPTION

FILE NO. 03-P1-1083 R/W SHEET NO. 7

SOUTHEASTERN WEST OF MISSISSIPPI RIVER
T14S - R24E
SECTION 25

NEW ORLEANS & GULF COAST RAILWAY COMPANY
E. NOGC RAILROAD

PLAQUEMINES
PARISH
GOVERNMENT

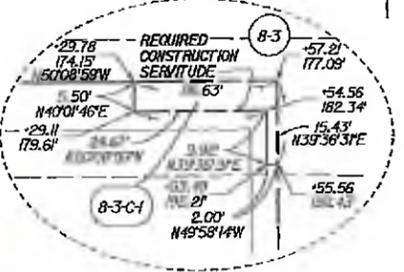
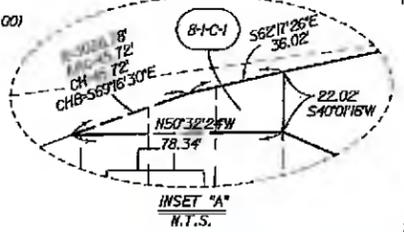
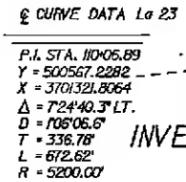
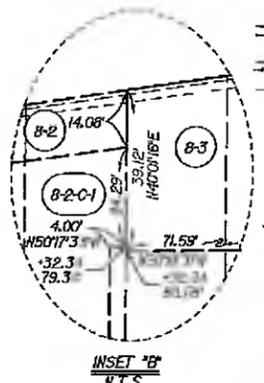
PLAQUEMINES
PARISH
GOVERNMENT

BASILIOS STAVRIDES
& DANETTE BROWN
STAVRIDES

H & T, LLC

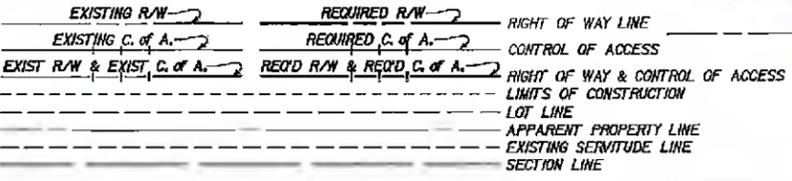
MICHAEL CHAMBERS,
et ux

KEVIN COUVILLON



- NOTES:
- ALL PIPES AND MONUMENTS SHOWN HEREON WERE FOUND.
 - THE COORDINATES AND BEARINGS SHOWN HEREON ARE BASED ON LOUISIANA STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (NAD 83 (2011) EPOCH 2010.00) TO CONVERT FROM GRID BEARINGS TO TRUE BEARINGS USE: 0039'52.4"
 - DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES. TO CONVERT DISTANCES DERIVED FROM COORDINATES SHOWN HEREON TO HORIZONTAL GROUND DISTANCES, USE SCALE FACTOR: 0.999928401
- BASE STATIONS:
- | | | |
|---|--|---|
| DP7421
SHELL BEACH
LAT=N29°52'05.2068"W
LONG=W89°40'23.6383"E
Y=501541.88
X=3806584.52 | IP7415
UNIVERSITY
LAT=N29°56'13.2175"W
LONG=W90°07'07.8372"E
Y=524621.48
X=3865493.65 | DIS007
LAKEWOOD ELEMENTARY
LAT=N29°54'01.2953"W
LONG=W90°20'57.8336"E
Y=510535.83
X=3892587.48 |
|---|--|---|

PARCEL	OWNER	ACQUISITION	AREA
SI-B-6	PLAQUEMINES PARISH GOVERNMENT	C.O.B. 789 PG. 821 OCTOBER 9, 1992 C.O.B. 452 PG. 928 JULY 2, 1997 C.O.B. 1266 PG. 458 MARCH 26, 2012 C.O.B. 1384 PG. 475 JULY 18, 2017 C.O.B. 1102 PG. 608 NOVEMBER 4, 2005 C.O.B. 1155 PG. 516 AUGUST 18, 2007 C.O.B. 1120 PG. 239 AUGUST 1, 2006 C.O.B. 1076 PG. 847 AUGUST 1, 2004	0.381 Ac. 16,613.6 SF
B-4-C-1	PLAQUEMINES PARISH GOVERNMENT	C.O.B. 1102 PG. 608 NOVEMBER 4, 2005	0.052 Ac. 2,268.5 SF
B-4	G3 HOLDINGS, LLC	C.O.B. 1102 PG. 608 NOVEMBER 4, 2005	0.093 Ac. 4,029.9 SF
B-3-C-1	H & T, LLC	C.O.B. 1155 PG. 516 AUGUST 18, 2007	0.004 Ac. 166.4 SF
B-2-C-1	BASILIOS STAVRIDES & DANETTE BROWN STAVRIDES	C.O.B. 1155 PG. 516 AUGUST 18, 2007	0.339 Ac. 14,763.5 SF
B-2	BASILIOS STAVRIDES & DANETTE BROWN STAVRIDES	C.O.B. 1076 PG. 847 AUGUST 1, 2004	0.154 Ac. 6,696.5 SF
B-1-C-1	PPS INVESTMENTS, LLC	C.O.B. 1076 PG. 847 AUGUST 1, 2004	0.042 Ac. 1,818.9 SF
B-1-C-1	PPS INVESTMENTS, LLC	C.O.B. 1120 PG. 239 AUGUST 1, 2006	0.022 Ac. 965.3 SF



9/27/2021
 Final Right of Way Map
 T:\PROJECTS\817 Huval - Belle Chasse Bridge\DRAWINGS\WORKING\100% ROW\ROW_SBT08.dgn
 09:08

PROJECT NO.	LA 23
DATE	8-20-2020
SCALE	1"=50'
COMPILED BY	DDH
CHECKED BY	DDH
DATE	8-20-2020
SCALE	1"=50'
PROJECT NO.	LA 23
DATE	8-20-2020
SCALE	1"=50'
COMPILED BY	DDH
CHECKED BY	DDH
DATE	8-20-2020
SCALE	1"=50'

RIGHT OF WAY MAP
STATE PROJECT NO. H.004791
LA 23, BELLE CHASSE BRIDGE & TUNNEL (H&T)
PLAQUEMINES & JEFFERSON PARISH
ROUTE LA 23 & LA 3017

GOTECH, INC.

DDH

9-9-2021
REVISED PARCELS B-3 & B-3-C-1
REVISED PARCELS B-3 & B-3-C-1

FILE NO. 03-18-1083
RAW SHEET NO. 8



Office of Engineering
 Project Development Division
 Real Estate Section
 PO Box 94245 | Baton Rouge, LA 70804-9245
 Phone: 225-242-4530

received
 3/10/22

John Bel Edwards, Governor
 Shawn D. Wilson, Ph.D., Secretary

March 7, 2022

STATE PROJECT NO. H.004791
F. A. P. NO. H004791
LA 23: BELLE CHASSE BRIDGE AND TUNNEL (HBI)
ROUTE: LA 23 and LA 3017
PLAQUEMINES AND JEFFERSON PARISH
PARCEL NOS. SI-2-3, SI-3-5, SI-4-6, SI-4-7, SI-7-3, SI-8-5, SI-8-6

FINAL NOTICE

PLAQUEMINES PARISH COMMISSION COUNCIL
 ATTN. Kirk M. Lepine, Parish President
 333 F. Edward Hebert Blvd. Bldg. 100
 Belle Chasse, LA 70037

SUBJECT: Parcel Nos. SI-2-3, SI-3-5, SI-4-6, SI-4-7, SI-7-3, SI-8-5, SI-8-6
 Owner Name: PLAQUEMINES PARISH COMMISSION COUNCIL

Dear President Lepine,

The Department's Right of Way Agent advises that the Plaquemines Parish Commission Council has declined to accept the Department's offer to purchase the Plaquemines Parish Servitude Interests identified as Parcel Nos. SI-2-3, SI-3-5, SI-4-6, SI-4-7, SI-7-3, SI-8-5, and SI-8-6, all required for the construction of State Project No. H.004791. Since the Department desires in the near future to begin construction on the project, all previous offers are hereby withdrawn and we now make you a final offer of \$1,893,418.00 for the parcels, free and clear of encumbrances. The offer includes purchase of all the improvements wholly or partially situated on the parcels.

Our records indicate that Plaquemines Parish Commission Council is entitled to 100% of the total offer amount of \$1,893,418.00. As previously stated, the offer is based upon appraisals by competent and unbiased appraisers and is the maximum amount the Department will pay on an agreeable basis.

This being the Department's final offer, we ask that you notify us immediately upon receipt of this letter of the Parish determination to accept or reject the offer. We urge your favorable consideration and acceptance of the offer for in the event it is not accepted, the Department will have no alternative other than to acquire the Servitude Interests through expropriation proceedings.

If you wish to execute the Act of Sale and avoid litigation, please advise and we will present it to you for your signature.

Yours truly,

ERIN ROUSSEL
 RIGHT OF WAY REGIONAL MANAGER

Cc: File

- 56 (b) Repairs, additions, or alterations to a structure, or changes of occupancy, shall be done in
57 accordance with all other applicable codes. Nothing in this code shall be construed to cancel,
58 modify, or set aside any provision of the Comprehensive Zoning Ordinance, as amended, or
59 the Building Code, as amended.
- 60 (c) Where there is a conflict between a general requirement and a specific requirement, the
61 specific requirement shall govern. Where differences occur between provisions of this code
62 and another applicable code, the provisions of this code shall apply. Where, in a specific
63 case, different sections of this code specify different requirements, the most restrictive shall
64 govern. The provisions of this code shall not be deemed to nullify any provision of state or
65 federal law.
- 66 (d) The provisions of this code shall not be construed to abolish or impair existing remedies
67 relating to the removal or demolition of any building or structure which is dangerous,
68 unsafe, and/or unsanitary.

69
70 ARTICLE II. - DEFINITIONS

71
72 Sec. 24-5. - Definitions.

- 73
74 (a) The following terms shall, for the purposes of this code, have the meanings ascribed to them
75 in this section.
- 76 (b) Terms not defined in this section but defined in the Comprehensive Zoning Ordinance, as
77 amended, or the Building Code, as amended, shall have the meanings ascribed to them in the
78 zoning or building code.
- 79 (c) Where terms are not defined in this section or in the Comprehensive Zoning Ordinance, as
80 amended, or the Building Code, as amended, they shall have their ordinarily accepted
81 meanings such as the context implies.
- 82 (d) Words are interchangeable insofar as words stated in the present tense include the future;
83 words stated in the masculine gender include the feminine; the singular number includes the
84 plural and the plural, the singular.
- 85 (e) Whenever the words "structure," "accessory structure," "building," or "dwelling unit" are
86 stated in this code, they shall be construed as though they were followed by the words "or
87 any part thereof."

88
89 *Accessory structure.* A structure that is incidental to that of the main structure. Examples include:
90 garages, carports, sheds, laundry rooms, green houses, and tool rooms.

91
92 *Abate.* Repair, rehabilitate, vacate, demolish, or any other action provided by the administrative
93 hearing officer to correct the condition(s) in violation of this code.

94
95 *Administrative hearing officer.* An administrative adjudication hearing officer acting pursuant to
96 Chapter 24 of the Code of Plaquemines Parish Government.

97
98 *Anchored.* Secured in a manner that provides positive connection.

99
100 *Approved.* Acceptable to the code official.

101
102 *Bathroom.* A room containing plumbing fixtures including a bathtub or shower.

103
104 *Bedroom.* Any room or space used or intended to be used for sleeping purposes.

105
106 *Building.* Any structure used or intended for supporting or sheltering any use or occupancy.

107
108 *Code officials.* The officials who are charged with the administration and enforcement of this
109 code, as designated by the Parish President, or their duly authorized representative.

110
111 *Debris removal.* The taking away from the premises the scattered remains of rubble, wreckage,
112 or something broken or destroyed.

113
114 *Demolition.* Tearing down, razing, and removal of all resulting debris and material.

115
116 *Deteriorate.* Weaken, disintegrate, corrode, rust, decay, or otherwise lose effectiveness.

117 *Dwelling unit.* A single unit providing complete, independent, living facilities for one or more
118 persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.
119

120 *Equipment.* Necessary items for a particular purpose.
121

122 *Exterior property.* The open space on the premises and/or property under the control of owners
123 or operators of such premises.
124

125 *Habitable space.* Space in a structure for living, sleeping, eating, or cooking. Bathrooms, toilet
126 rooms, closets, halls, storage, or utility spaces, and similar areas are not considered habitable
127 spaces.
128

129 *Imminent danger.* A condition which immediately threatens the health, safety, and welfare of an
130 individual or the public.
131

132 *Infestation.* The presence, within or contiguous to, a structure or premises of insects, rats,
133 vermin, or other pests.
134

135 *Inoperable motor vehicle.* A vehicle which cannot be driven upon the public streets for reasons
136 including but not limited to: being unlicensed, wrecked, abandoned, in a state of disrepair, or
137 incapable of being moved under its own power.
138

139 *Occupant.* Any individual legally living or sleeping in a building, or having legal possession of a
140 space within a building.
141

142 *Occupy.* To reside or have one's place of business within a structure.
143

144 *Openable area.* The part of a window, skylight or door which is available for unobstructed
145 ventilation and which opens directly to the outdoors.
146

147 *Operator.* Any person who has charge, care, or control of a structure or premises which is let or
148 offered for occupancy.
149

150 *Owner.* Any natural or juridical person recorded in the official public record of the Parish as
151 holding title to real property.
152

153 *Premises.* A lot, plot, or parcel of land, together with all or any part of any buildings or structures
154 on the lot, plot, or parcel of land, considered as a unit devoted to a particular use, including
155 accessory structures and open spaces required or used in connection with that particular use.
156

157 *Stormwater management system.* Any natural or manmade device, retention area, reservoir,
158 apparatus or landscaping feature that retains storm water runoff within the boundary of a
159 property lot for the purpose of facilitating ground absorption, evaporation, or otherwise slowing
160 or reducing runoff into the public domain.
161

162 *Structure.* That which is built or constructed.
163

164 *Toilet room.* A room containing a water closet or urinal but not a bathtub or shower.
165

166 *Undeveloped land.* A lot, plot, or parcel of vacant land that has never housed a structure.
167

168 *Uninhabitable.* Not fit for habitation.
169

170 *Vacant structure.* A structure that:
171 (1) Is without visible signs of continuous human habitation by persons legally entitled to
172 be on the premises; and
173 (2) Is substantially devoid of functional contents pertaining to the operations or activities
174 customary to occupancy; or
175 (3) Is unsecured, such that it is accessible without force to trespassers or other
176 unauthorized persons.

177 Vacancy may be indicated by: the absence of utility usage, broken windows, broken doors, or
178 collapsing or dilapidating features that pose a danger to the health or safety of surrounding
179 residents or properties.

180 Any property that is capable of lawful occupancy and actively being marketed by its owner(s) for
181 sale or rent shall not be deemed vacant.

182

183 *Vacant land.* A lot, plot, or parcel of land without a structure.

184

185 *Ventilation.* The natural or mechanical process of supplying conditioned or unconditioned air to,
186 or removing such air from, any space.

187

188 *Workmanlike.* Executed in a skilled manner and performed with the same degree of care, skill,
189 and diligence as would be ordinarily exercised by a competent practitioner of the same
190 profession performing similar work under the same or similar circumstances; suitable for its
191 intended purpose and free from defects in workmanship or materials.

192

193 ARTICLE III. - ADMINISTRATION

194

195 Sec. 24-6. - Code enforcement.

196

197 Code officials shall be responsible for the administration and enforcement of this code.

198

199 Sec. 24-7. - Liability.

200

201 Code officials and any employee charged with the enforcement of this code shall not be rendered
202 personally liable for any damage that may occur to persons or property as a result of any act in
203 the discharge of official duties. Code officials or any employee thereof shall not be liable for
204 costs in any action, suit, or proceeding that is instituted in pursuance of the provisions of this
205 code.

206

207 Sec. 24-8. - General duties.

208

209 (a) Code officials are hereby authorized and directed to enforce the provisions of this code.
210 Code officials shall have the authority to render interpretations of this code and to adopt
211 policies and procedures, in conjunction with the Superintendent of Health, in order to clarify
212 the application of its provisions. Such interpretations, policies, and procedures shall be in
213 compliance with the intent and purpose of this code. Such policies and procedures shall not
214 have the effect of waiving requirements specifically provided for in this code. Code officials
215 and any designee(s) thereof charged with the enforcement of this code are authorized to
216 make inspections and/or to administer and enforce the provisions of this code.

217 (b) Requirements not specifically covered by this code but necessary for the strength, stability,
218 or proper operation of an existing fixture, structure, or equipment, or for the public safety,
219 health, and general welfare, shall be determined by code officials.

220

221 Sec. 24-9. - Inspections.

222

223 Code officials shall make all of the required inspections, or may accept reports of inspection by
224 approved individuals. All reports of such inspections shall be in writing and shall be certified by
225 the person conducting the inspection. Code officials are authorized to engage such expert
226 opinion(s) as necessary to report upon technical issues that may arise.

227

228 Sec. 24-10. - Right of entry.

229

230 (a) In the performance of his or her duties, code officials may enter any land, structure, or
231 premises in the parish to enforce this code, at any reasonable time, as provided in this
232 section.

233 (b) Prior to entering any land, structure, or premises to enforce this code, code officials must
234 give notice of their intent to enter. Notice shall be in writing and provide the date and time at
235 which the code official will be present to make the inspection, and inform the person
236 notified that he or she may request to reschedule the inspection to another date and time by
237 contacting the code official before the stated date.

- 238 (c) If the property is occupied, notice shall be provided by certified or registered mail to the
239 occupant or the person with apparent right of possession, with a courtesy copy mailed to the
240 owner at the owner's last known address as provided in the assessor's records, and
241 conspicuously posted at or near the entrance to the structure or premises. If the property is
242 vacant, the notice shall be mailed or delivered to the last known address of the owner as
243 provided in the assessor's records.
- 244 (d) After notice has been given, if the person notified fails to arrange for, denies, or unduly
245 delays the entry, the code official may request that the Legal Department, or its
246 representative, file in a court of competent jurisdiction a petition for right of entry to
247 authorize entry for the inspection. The court of competent jurisdiction shall grant the petition
248 upon determining that:
- 249 (1) The notice required by subparts (b) and (c) of this section have been given; and
250 (2) The petition establishes probable cause that an inspection will reveal violation(s) of
251 this code.
- 252 (e) The petition for right of entry shall be verified by the code official and accompanied by a
253 sworn and signed affidavit containing facts within the personal knowledge of the affiant that
254 probable cause exists.
- 255 (f) Any inspection conducted pursuant to an order permitting right of entry shall be made
256 within fifteen (15) calendar days of the date the order is issued, unless otherwise provided in
257 the order. The order shall be void upon expiration of the inspection period.
- 258 (g) Neither an order nor prior notice is required in any of the following named circumstances:
- 259 (1) Entry is by permission of an owner or occupant upon the code official presenting
260 credentials and requesting entry, or at the request of an owner or occupant of the land,
261 structure, or premises or by a person with apparent right of possession;
- 262 (2) If the land, structure, or premises is vacant, visibly open and obviously accessible to
263 members of the general public and violations of this code are in plain view;
- 264 (3) Immediately after an accident or disaster that causes the code official to believe that
265 immediate entry is necessary for investigative purposes or to protect property or public
266 health or safety.
- 267

268 ARTICLE IV. - GENERAL REQUIREMENTS—VACANT AND OCCUPIED PREMISES

269 270 Sec. 24-11. - Generally.

- 271
- 272 (a) The provisions of this Article shall govern the minimum conditions and the responsibilities
273 of persons for the maintenance of all premises, including structures and the exterior of
274 property. The owner of a premises shall maintain the structures and exterior property in
275 compliance with the requirements contained herein, except as otherwise provided for in this
276 code.
- 277 (b) A person shall not occupy as an owner-occupant or permit another person to occupy
278 premises which are not in a sanitary and safe condition and which do not comply with the
279 requirements of this Chapter.
- 280 (c) All vacant land, including undeveloped land, and all lots, plots, or parcels of land containing
281 vacant structures shall be maintained in a clean, safe, secure and sanitary condition as
282 provided in this Article so as not to adversely affect the public health or safety.
- 283

284 Sec. 24-12. - Exterior property area—Sanitation.

285

286 All exterior property and premises shall be maintained in a clean, safe, and sanitary condition,
287 free from any accumulation of trash, litter, debris, garbage, waste, rubbish, or other similar
288 material. Every occupant of a structure shall dispose of all rubbish in a clean and sanitary manner
289 by placing such trash in approved container(s), as required by Chapter 11 of the Parish Code
290 Ordinances, as amended.

291 292 Sec. 24-13. - Same—Grading.

293

294 All premises shall be graded and maintained to prevent the erosion of soil and to prevent the
295 accumulation of stagnant water thereon, or within any structure located thereon. Drainage
296 systems shall divert water away from the property and away from adjacent property lines. All
297 drainage systems should discharge towards the public-right-of-way. Approved stormwater
298 management systems shall be exempt from this section.

299 Sec. 24-14. - Same—Sidewalks and driveways.

300

301 All sidewalks, walkways, driveways, parking spaces and similar areas shall be kept in a proper
302 state of repair and maintained free from hazardous conditions, including but not limited to,
303 deterioration, deformation, fractures, fissures, spalling, or detached, dislodged or failing
304 connections.

305

306 Sec. 24-15. - Same—Weeds and plant growth.

307

308 (a) Except as provided in subsection (b), all premises and exterior property, including vacant
309 land, shall be maintained free from weeds or plant growth more than twelve (12) inches tall
310 on the entirety of the lot, plot, or parcel. All noxious weeds shall be prohibited. Weeds shall
311 be defined as all grasses, annual plants, and vegetation, other than trees or shrubs. “Noxious
312 weeds” shall not include cultivated flowers and gardens.

313 (b) Undeveloped land shall be maintained free from weeds or plant growth more than eighteen
314 (18) inches tall within ten (10) feet of any lot line and within fifty (50) feet of any lot line
315 adjoining a parcel of property containing an occupied structure.

316

317 Sec. 24-16. - Same—Rodent harborage.

318

319 (a) All structures and exterior property shall be kept free from rodent harborage and infestation.
320 Where rodents are found, they shall be promptly exterminated by approved processes which
321 will not be injurious to human health. After extermination, proper precautions shall be taken
322 to eliminate rodent harborage and prevent re-infestation.

323 (b) The owner of any structure shall be responsible for pest elimination within the structure
324 prior to renting or leasing the structure.

325 (c) The occupant of any structure shall be responsible for the continued rodent and pest-free
326 condition of the structure, except when the infestations are caused by defects in the
327 structure, and then the owner shall be responsible for pest elimination.

328

329 Sec. 24-17. - Same—Exhaust vents.

330

331 Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease,
332 smoke, odors, or other gaseous or particulate wastes directly upon abutting or adjacent public or
333 private property, as provided in the Mechanical Code, as amended.

334

335 Sec. 24-18. - Same—Accessory structures and fences.

336

337 All accessory structures, including detached garages, fences, and walls, shall be maintained
338 structurally sound and in good repair.

339

340 Sec. 24-19. - Same—Motor vehicles.

341

342 Except as provided for in other regulations, no inoperative and/or unlicensed motor vehicle shall
343 be parked, kept, or stored on any premises, and no vehicle shall at any time be in a state of major
344 disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is
345 prohibited.

346

347 Sec. 24-20. - Same—Defacement of property.

348

349 No person shall willfully or wantonly damage, mutilate, or deface any exterior surface of any
350 structure or building on any private or public property by placing thereon any marking, carving,
351 or graffiti. It shall be the responsibility of the owner to restore said surface to an approved state
352 of maintenance and repair.

353

354 Sec. 24-21. - Same—Swimming pools, spas, and hot tubs.

355

356 All swimming pools, spas, and hot tubs shall be maintained in a clean and sanitary condition and
357 in good repair with a functioning filtration system. Private swimming pools, hot tubs and spas
358 shall be completely surrounded by a fence or barrier at least six feet in height above the finished

359 ground level, measured on the side of the fence or barrier which faces away from the pool.
360 Access gates must be self-closing and self-latching.

361
362 Sec. 24-22. - Exterior structure—Protective treatment.

363
364 (a) All exterior surfaces, including but not limited to: doors, door and window frames, cornices,
365 porches, trim, balconies, decks, and fences, shall be maintained in good condition.

366 (b) Exterior wood surfaces, other than decay-resistant woods, shall be protected from the
367 elements and decay by painting or other protective covering or treatment. Substantial
368 peeling, flaking, and chipped paint shall be eliminated and surfaces repainted.

369 (c) All siding and masonry joints, as well as those between the building envelope and the
370 perimeter of windows, doors, and skylights, shall be maintained weather resistant and water
371 tight.

372 (d) All metal surfaces subject to rust or corrosion shall be coated to inhibit such rust and
373 corrosion, and all surfaces with rust or corrosion shall be stabilized and coated to inhibit
374 future rust and corrosion. Surfaces designed for stabilization by oxidation are exempt from
375 this requirement.

376
377 Sec. 24-23. - Same—Structural members.

378
379 All structural members shall be maintained free from deterioration and shall be capable of safely
380 supporting the imposed dead and live loads of the structure's legal use and occupancy.

381
382 Sec. 24-24. - Same—Foundation walls.

383
384 All foundation walls must be maintained plumb and free from open cracks and breaks and shall
385 be kept in such condition so as to prevent the entry of rodents and other pests.

386
387 Sec. 24-25. - Same—Exterior walls.

388
389 Exterior walls must be free from holes, breaks, and loose or rotting materials; and maintained
390 weatherproof and properly surface coated where required to prevent deterioration.

391
392 Sec. 24-26. - Same—Roofs.

393
394 The roof and flashing shall be sound, tight and not have defects that admit rain. Roofs must be
395 adequate to prevent dampness or deterioration in the walls or interior portion of the structure.
396 Roof drains, gutters and downspouts must be maintained in good repair and free from
397 obstructions. Roof water shall not be discharged in a manner that it falls onto adjacent property.
398 Roof tiles, shingles, and any other attachments shall be properly attached and kept in good
399 condition.

400
401 Sec. 24-27. - Same—Drainage.

402
403 Drainage from roofs, paved areas, yards, courtyards, and other open areas shall not pool to
404 permit stagnant water likely to afford a breeding place for mosquitoes or to become
405 contaminated or polluted in such a manner as to injure the public health or create offensive
406 conditions. Drainage systems shall divert water away from the property and away from adjacent
407 property lines. All drainage systems should discharge towards the public-right-of-way. Approved
408 stormwater management systems shall be exempt from this section.

409
410 Sec. 24-28. - Same—Decorative features.

411
412 All cornices, belt courses, corbels, terra cotta trim, wall facings, and similar decorative features
413 shall be maintained in good repair with proper anchorage and in a safe condition.

414
415 Sec. 24-29. - Same—Overhang extensions.

416
417 All overhang extensions including but not limited to canopies, marquees, signs, metal awnings,
418 fire escapes, standpipes, and exhaust ducts shall be maintained in good repair and be properly
419 anchored so as to be kept in a sound condition. When required, all exposed surfaces or metal or

420 wood shall be protected from the elements and against decay or rust by periodic application of
421 weather coating materials, such as paint or similar surface treatment.
422

423 Sec. 24-30. - Same—Stairways, decks, porches, and balconies.
424

425 Every exterior stairway, deck, porch, balcony, and gallery, and all appurtenances attached
426 thereto, shall be maintained structurally sound, safe and in good repair, with proper anchorage
427 and capable of supporting the imposed loads.
428

429 Sec. 24-31. - Same—Chimneys and towers.
430

431 All chimneys, cooling towers, smokestacks, and similar appurtenances shall be maintained
432 structurally safe and sound, and in good repair. All exposed surfaces of metal or wood shall be
433 protected from the elements and against decay or rust by periodic application of weather coating
434 materials, such as paint or similar surface treatment.
435

436 Sec. 24-32. - Same—Handrails and guardrails.
437

438 All handrails and guardrails shall be firmly fastened and capable of supporting normally imposed
439 loads and shall be maintained in good condition.
440

441 Sec. 24-33. - Same—Window, skylight, door frames.
442

443 Every window, skylight, door, and frame shall be kept in sound condition, good repair, and
444 weather tight. All glazing materials shall be maintained free from substantial cracks and holes.
445 Every window, other than fixed windows, shall be operable and capable of being held in position
446 by window hardware.
447

448 Sec. 24-34. - Same—Insect screens.
449

450 All existing insect screens shall be intact, free from holes or breaks, and tightly fitted.
451

452 Sec. 24-35. - Same—Doors.
453

454 All exterior doors, door assemblies, and hardware shall be maintained in good condition and all
455 exterior doors shall lock tightly to secure the door.
456

457 Sec. 24-36. - Same—Gates.
458

459 All exterior gates, gate assemblies, and hardware shall be maintained in good condition. Latches
460 at all entrances shall tightly secure the gates.
461

462 Sec. 24-37. - Interior structure—Structural members.
463

464 All structural members shall be maintained structurally sound, and capable of supporting the
465 imposed loads of the structure's legal use and occupancy.
466

467 Sec. 24-38. - Same—Interior surfaces.
468

469 All interior surfaces shall be maintained in a good, clean, and sanitary condition. Peeling,
470 chipping, flaking, or abraded paint shall be repaired, removed, or covered. Cracks or loose
471 plaster, decayed wood, and other defective surface conditions shall be corrected. Holes in interior
472 walls shall be sealed as necessary.
473

474 Sec. 24-39. - Same—Stairs and walking surfaces.
475

476 Every stair and walking surface shall be maintained in a sound condition and good repair.
477
478
479

480 Sec. 24-40. - Same—Handrails.

481
482 Every handrail shall be firmly fastened and capable of supporting normally imposed loads and
483 shall be maintained in good condition.

484
485 Sec. 24-41. - Same—Interior doors.

486
487 Every interior door shall fit reasonably well within its frame and shall be capable of being
488 opened and closed by being properly and securely attached to jambs, headers, or tracks as
489 intended by the manufacturer.

490
491 ARTICLE V. - PROCEDURE AND SPECIFIC DETERMINATIONS

492
493 Sec. 24-42. - Procedure.

494
495 Whenever a code official determines that violation(s) of this code exists or other parish
496 ordinances regulating health, zoning, housing, fire, environmental and historic district violations
497 health, or has grounds to believe that violation(s) have occurred, notice, hearing, appeal and all
498 procedures and remedies thereto, including the collection of resultant debts and liens, shall be as
499 provided for in this Chapter.

500
501 Sec. 24-43. - Penalties.

502
503 A penalty may be imposed for each noticed violation existing on, in or upon the premises. The
504 penalty for each noticed violation shall not exceed the maximum penalty provided in Section 24-
505 47, unless otherwise authorized by other provisions of the Parish Code of Ordinances. Each day
506 that a violation continues after due notice has been served shall be deemed a separate offense.

507
508 Sec. 24-44. - Specific determination—not and public nuisance.

509
510 Any vacant commercial or residential premises that is uninhabitable and hazardous because its
511 physical condition constitutes a threat to public health and safety, and any structure thereon lacks
512 the facilities and equipment required by this code, the property may be declared a blight and
513 public nuisance by a hearing officer. Any vacant land that is uninhabitable and hazardous
514 because its physical condition constitutes a threat to public health and safety may be declared a
515 blight and public nuisance by a hearing officer.

516
517 Sec. 24-45. - Blight and public nuisance order.

- 518
519 (a) Upon recommendation by a code official, at a hearing, if, in the opinion of the hearing
520 officer, the facts justify it, any vacant structure and premises thereof or vacant land that
521 creates an uninhabitable and hazardous condition as provided in Section 24-34, an order
522 may be entered deeming the property a blight and public nuisance and may authorize the
523 expropriation thereof. The order shall provide the specific violations of this code that justify
524 the finding.
525 (b) If the parish demolishes any uninhabitable and hazardous structure located on the premises,
526 the blight and public nuisance order shall not be deemed satisfied.

527
528 ARTICLE VI. - ABATEMENT

529
530 Sec. 24-46. - Abatement.

531
532 An owner shall abate or cause a premise to be abated in accordance with the hearing officer's
533 order. If the owner fails to abate within the time prescribed by the hearing officer, the code
534 official may cause the premises to be abated without further notice or hearing(s), and the costs of
535 abatement shall be charged against the premises and shall be a lien upon such property. A
536 certified copy of the statement of costs reflecting the amount of such charges shall be filed with
537 the recorder of mortgages, which shall operate as a lien and privilege in favor of the parish
538 against the property.

539

540 Sec. 24-47. - Abatement manner.

541

542 (a) A hearing officer shall order any and all necessary and lawful measures to correct or abate
543 violation(s), including but not limited to: repairing the premises to comply with this code,
544 securing the premises from entry by others, and demolition of any unsafe buildings or
545 structures upon the premises. The correction, repair, or alteration of any violation(s) shall be
546 completed within the stipulated period of time provided in the hearing officer's order.

547 (b) Any repairs, maintenance work, alterations or installations which are caused directly or
548 indirectly by the enforcement of this code shall be executed and installed in a workmanlike
549 manner and if applicable, installed in accordance with the manufacturer's instructions.

550

551 Sec. 24-48. - Abatement by demolition.

552

553 Upon recommendation by a code official and as authorized by the director of the permits
554 department, if, in the opinion of the hearing officer, the facts justify that a building or structure is
555 unsafe, and by reason of its nature or condition endangers the public health, welfare or safety, it
556 may be ordered to be abated by demolition. The order shall provide the specific violations of this
557 code or other health, safety and building code violations that justify abatement by demolition,
558 and the following additional provisions shall apply:

559

560 (a) If the owner of the building or structure fails or refuses to comply with the order and
561 fails to appeal therefrom within the legal delays provided herein, the parish may
562 proceed with the demolition or removal of the building or structure, in which case
563 neither the parish, any employee of the parish, or person acting on behalf of the parish
564 shall be liable for damages.

565 (b) Prior to the demolition, the parish shall serve notice upon the owner via certified or
566 registered U.S. Mail informing the owner that their abatement period as provided in the
567 order has expired, and their failure to comply with the administrative order is causing
568 the parish to take action at the owner's expense. Notice shall also be attached to a door
569 or entrance of the building or structure 48 hours prior to a demolition authorized by this
570 section.

571

572 Sec. 24-49. - Abatement by boarding.

573

574 If abatement is ordered by boarding a structure to secure the premises from entry by others, the
575 following additional provisions shall apply.

576

577 (a) All windows and doors shall be boarded as provided herein to be water tight and
578 prevent entry by unauthorized persons.

579 (b) Boarding shall be painted to correspond to the color of the existing structure unless
580 otherwise approved by the code official.

581 (c) All waste, rubbish, and debris shall be removed from the interior of the structure prior
582 to boarding.

583 (d) Wood boarding shall not remain for more than six months, unless approved by the code
584 official, and the following factors shall be considered by the code official prior to
585 granting approval:

- 586 (1) The age of the structure,
- 587 (2) The architectural significance of the structure,
- 588 (3) The historic significance of the structure, and
- 589 (4) The integrity of the boarding materials.

590 (e) Boarding materials shall be as follows:

591 (1) Boarding sheet material shall be a minimum of ½ thick wood structural panels
592 complying with the Building Code, as amended, and/or any other material(s)
593 approved by the code official.

594 (2) Boarding framing material shall be minimum nominal 2-inch by 4-inch solid sawn
595 lumber complying with the Building Code, as amended, and/or any other
596 material(s) approved by the code official.

597 (3) Boarding fasteners shall be minimum 3/8-inch diameter carriage bolts of such a
598 length as required to penetrate the assembly and as required to adequately attach
599 the washers and nuts. Washer and nuts shall comply with the Building Code, as
600 amended, and/or any other material(s) approved by the code official.

- 601 (f) Boarding installation shall be in accordance with the following provisions, and/or by
602 any other means approved by the code official.
- 603 (1) The boarding sheet material shall be cut to fit the door or window opening neatly or
604 shall be cut to provide an equal overlap at the perimeter of the door or window.
- 605 (2) Windows shall be opened to allow the carriage bolt to pass through or the window
606 sash shall be removed and stored. The 2-inch by 4-inch strong back framing
607 material shall be cut a minimum two inches wider than the window opening and
608 shall be placed on the inside of the window opening six inches minimum above the
609 bottom and below the top of the window opening. The framing and boarding shall
610 be pre-drilled. The assembly shall be aligned and the bolts, washers and nuts shall
611 be installed and secured.
- 612 (3) The door opening shall be framed with a minimum 2-inch by 4-inch framing
613 material secured at the entire perimeter and vertical members at a maximum of 24
614 inches on center. Blocking shall also be secured at a maximum of 48 inches on
615 center vertically. Boarding sheet material shall be secured with screws and nails
616 alternating every six inches on center.
- 617 (4) Doors shall be secured by the same method as for windows or door openings. One
618 door to the structure shall be available for authorized entry and shall be secured and
619 locked in an approved manner.
- 620

621 ARTICLE VII. - EMERGENCY PROCEDURES

622 Sec. 24-50. - Emergency procedures.

- 623
- 624
- 625 (a) In any emergency where life, health, property or public safety is in imminent danger, a code
626 official may take any necessary action(s) to protect the endangered life, health, property or
627 public safety without complying with the notice and hearing provisions of this Chapter.
- 628 (b) An imminent danger to life, health, property or public safety exists whenever there is a
629 substantial likelihood that loss of life, health, property, or public safety will occur prior to
630 fully complying with the notice and hearing provisions provided in this Chapter.
- 631 (c) If a determination is made that an emergency exists, when practical, a code official shall
632 immediately cause a notice of such determination to be posted conspicuously on the
633 structure or at the entrance of the premises. The notice shall state the emergency that exists,
634 that imminent action(s) may be taken to ameliorate the dangerous or unsafe condition(s) that
635 created the emergency, and that these actions will be taken without further notice or a
636 hearing. The notice shall include the name and contact information of the code official.
- 637 (d) In all emergencies the code official must cause the dangerous or unsafe condition(s) that
638 created the emergency to be photographed before any work or operation is begun to
639 eliminate the dangerous or unsafe condition.
- 640 (e) Any determination that an emergency demolition is necessary to protect endangered life,
641 health, property or public safety, shall be made by the director of the department of permits
642 or by the Parish President's designee.
- 643 (f) Upon any determination that a health emergency exists that may cause the introduction,
644 spread, or transfer of any infectious or communicable disease, or that implicates any noxious
645 element that is physically harmful to the health of individual(s), the Superintendent of the
646 Health Department shall be notified.
- 647 (g) When necessary for the public safety, a code official may temporarily close adjacent
648 structures with permission of the Parish President, and close adjacent sidewalks, streets, and
649 other public ways and prohibit them from being used.
- 650 (h) Any pool that fails to comply with the fencing or filtration requirements under parish or state
651 law, shall be deemed to be an emergency to the health, safety, and welfare of the public,
652 permitting immediate remediation of the pool to prevent injury. Any authorized parish
653 enforcement entity has the authority to cause improperly secured or stagnant pools to be
654 immediately filled. The parish, or persons acting under its authority may, at any reasonable
655 time, enter upon the premises or lot to immediately fill-in any pool found to be in
656 noncompliance with these requirements.
- 657 (i) Liability for expenses incurred in the course of performing emergency work and the
658 procedure for collecting resultant debts and liens are as provided in this Chapter.
- 659

660 ARTICLE VIII. - ADMINISTRATIVE PROCEDURES

661 Sec. 24-51. - Definitions.

662

663 The following words, terms, and phrases, when used in this article, shall have the meanings
664 ascribed to them, except where the context clearly indicates a different meaning.

665
666 *Code violation* is a civil violation of any provision of the Code of Ordinances of Plaquemines
667 Parish related to public health, housing, environmental, nuisance, or vegetation ordinances, the
668 Comprehensive Zoning Ordinance, as amended, the Building Code, as amended, and the Fire
669 Code, as amended.

670
671 *Order, judgment, or notice of judgment* means an administrative act of the hearing officer.

672
673 *Unoccupied* means having no legal occupant(s), vacant.

674
675 *Offender* means person(s), natural or juridical, who has been found liable for a code violation
676 and/or ordered to abate or correct a violation in an order issued under this article.

677
678 Sec. 24-52. – Authorization.

679
680 Code officials having a responsibility for the enforcement of Code violation(s) may enforce
681 violations of such ordinances by the owners of immovable property or their agents, tenants, or
682 representatives, pursuant to the procedures for administrative adjudication established in this
683 article.

684
685 Sec. 24-53. - Appointment of hearing officer.

- 686
687 (a) Administrative adjudication proceedings under this article shall be conducted before a
688 hearing officer who has been licensed to practice law in Louisiana for at least two years.
689 (b) Hearing officers shall be appointed by the parish president and confirmed by the Parish
690 Council. Hearing officers shall serve two-year terms, but in no case serve beyond the term of
691 the President that nominated them.
692 (c) Hearing officers shall be sworn before the Parish Attorney or some other legal representative
693 of the Parish to uphold the Constitution, the laws and constitution of the State of Louisiana,
694 and the Charter and ordinances of the Parish of Plaquemines, and to abide by the provisions
695 of the Louisiana Code of Governmental Ethics.

696
697 Sec. 24-54. - Authority of hearing officer.

698
699 Hearing officers who have been appointed and sworn in accordance with Section 24-43 shall
700 have the authority to hear and decide any and all Code violations.

701
702 Sec. 24-55. - Powers of a hearing officer.

- 703
704 The hearing officer shall have the power to:
705 (a) Administer oaths and affirmations.
706 (b) Issue orders compelling the attendance of witnesses and alleged offenders and the
707 production of documents.
708 (c) Determine whether or not an alleged offender is liable for code violations.
709 (d) Levy fees, costs, and monetary penalties.
710 (e) Order offenders to correct violations within a stipulated time.
711 (f) Take any and/or all necessary and lawful measures to effect corrections of the violation
712 if the offender fails to do so within the time allocated by the hearing officer.
713 (g) Record orders, judgments, notices of judgments, or liens in the mortgage office of the
714 Clerk of Court.

715
716 Sec. 24-56. - Procedure for hearing.

- 717
718 (a) Whenever a code official having enforcement responsibility determines that a Code
719 violation exists, a notice of violation(s) shall be provided to the owner(s) and any other
720 interested parties the code official deems necessary.
721 (b) A notice of violation(s) shall:
722 (1) Be in writing;
723 (2) Provide the parish address of the cited property;

- 724 (3) Provide the date of the inspection;
- 725 (4) Provide notice of alleged Code violation(s) at the cited property;
- 726 (5) Provide the mailing address and telephone number of the code official's office;
- 727 (6) Provide the time, date, and location of the administrative hearing whereby the alleged
- 728 Code violation shall be adjudicated;
- 729 (7) Provide notice that the failure to appear at the hearing shall be considered an admission
- 730 of liability for the alleged violation(s);
- 731 (8) Provide the risk of fees, penalties, costs, and liens that may be imposed for continued
- 732 violation(s); and
- 733 (9) Provide the risk of remedial measures that may be ordered by a hearing officer to
- 734 correct or abate Code violation(s).
- 735 (c) Prior to holding an administrative hearing pursuant to this article, the alleged offender shall
- 736 be notified at least fifteen (15) days in advance of the date that such a hearing is scheduled.
- 737 Notice shall be personally served or sent to the alleged offender by regular and certified or
- 738 registered U.S. Mail at the address listed in the assessor's office of the parish. The date of the
- 739 postmark shall be deemed to be the date of delivery. Any notification so sent and returned
- 740 by the U.S. Post Office shall be considered as having fulfilled the notification requirement.
- 741 Proof of notification and attempts at service shall be entered in the record for each case prior
- 742 to the hearing.
- 743 (d) In addition to the service provided in subsection (c), a copy of the notice of violation(s) shall
- 744 be affixed in a prominent location on the property upon which violation(s) are alleged or, if
- 745 safe access to the property is not reasonably practicable, on some prominent fixture on the
- 746 adjacent public right-of-way as near as possible to the property at least five (5) days in
- 747 advance of the date of the hearing. It shall be unlawful for any person other than an agent of
- 748 the parish to remove a notice posted on the public right-of-way prior to the commencement
- 749 of the hearing.
- 750 (e) Any person charged with code violation(s) may present any relevant evidence and testimony
- 751 at such hearing and may be represented by an attorney. An alleged offender's physical
- 752 presence shall not be required at the hearing if documentary evidence, duly verified by such
- 753 person, is submitted to the hearing officer via the department of the parish having a
- 754 responsibility for the enforcement the code violation(s), prior to the date of the hearing.
- 755 Nothing contained herein shall be construed to limit the authority or the ability of a hearing
- 756 officer to determine an alleged offender's liability based solely upon submitted documentary
- 757 evidence, but without documentary evidence submitted by the alleged offender for the
- 758 hearing officer to consider, failure of the person charged with a violation to appear at the
- 759 hearing shall be considered an admission of liability for the charged violation.
- 760 (f) Any order compelling the attendance of witnesses or the production of documents may be
- 761 enforced by state court or by any other court of competent jurisdiction.
- 762 (g) Any administrative adjudication hearing held under the provisions of this article shall be
- 763 conducted in accordance with the rules of evidence of the Administrative Procedure Act,
- 764 R.S. 49:950, *et seq.* Testimony of any person shall be taken under oath and shall be
- 765 recorded.
- 766 (h) The hearing officer shall issue a final order, judgment, or notice of judgment within thirty
- 767 (30) days of the hearing, excluding legal holidays. A copy of the final order, judgment, or
- 768 notice of judgment may be personally served and shall be sent to the offender by regular and
- 769 certified or registered U.S. Mail within fourteen (14) days of issuance. The order, judgment,
- 770 or notice of judgment shall:
- 771 (1) Be signed by the hearing officer;
- 772 (2) State whether or not the alleged offender is liable for each violation and any specific
- 773 determinations thereto;
- 774 (3) Provide the amount of fees, costs, and penalties assessed for each violation;
- 775 (4) Provide the defects to be corrected and the extent by which each violation shall be
- 776 corrected, repaired, and/or abated;
- 777 (5) Provide the reasonable period of time by which each violation shall be corrected,
- 778 repaired and/or abated;
- 779 (6) Notify the offender(s)' of their right to appeal; and
- 780 (7) Notify the offender that the parish may act to abate violation(s) if the offender fails to
- 781 act in accordance with the order, judgment, or notice of judgment, where applicable.
- 782 (i) The parish may enforce any order assessing fees, costs, and penalties, and/or stipulating a
- 783 required correction, repair, or abatement measure.

784 (k) In cases regarding blighted or abandoned property, the parish and hearing officer shall
785 provide notice to the property owners and to all mortgagees of record as required by and in
786 conformity with Paragraphs (D)(2) and (F)(2) of LRS 13:2575.
787

788 Sec. 24-57. - Penalties.
789

790 (a) The penalty for each violation shall not be less than \$100.00 per day and no more than
791 \$500.00 per day shall be imposed by order of the hearing officer.

792 (b) Each day that violation(s) continue after due notice has been served shall be deemed a
793 separate offense.

794 (c) A schedule of monetary penalties may be established by ordinance providing penalty
795 amounts, consistent with subpart (a), for specific code violation(s).
796

797 Sec. 24-58. - Costs.
798

799 (a) Costs and expenses that may be recovered and enforced against an offender under this
800 article include, but are not limited to:

801 (1) The parish's direct cost for abatement;

802 (2) Costs of salary and all applicable overhead of parish staff and contract personnel
803 involved in the investigation, enforcement, and/or remediation or abatement of a
804 violation;

805 (3) Parish costs for equipment use or rental;

806 (4) Attorney's fees;

807 (5) Reasonable hearing and/or court costs including but not limited to hearing officer and
808 witness fees;

809 (6) Costs of engineering and other technical services and studies as may be required;

810 (7) Costs of monitoring programs necessary for correcting, monitoring, abating, or
811 mitigating violations;

812 (8) Any other fee, cost, or expense reasonably and rationally related to the parish's
813 enforcement action(s) to bring violation(s) into compliance or to abate and/or correct a
814 violation of local, state, or federal law.

815 (b) At any point in the enforcement process after the time for voluntary compliance has expired,
816 or following the conclusion of the parish's enforcement/abatement action(s), the parish shall
817 notify the offender of the proposed full cost recovery against the real property that was the
818 subject of enforcement/abatement action. The notice issued must provide a cost schedule
819 and contain a date not less than thirty (30) days from the date of mailing providing a hearing
820 with an administrative hearing officer to appeal the accuracy and reasonableness of the
821 costs.

822 (c) If payment is not received within thirty (30) days of the mailing of the notice of the full cost
823 recovery, or following any appeal hearing upholding all or part of the costs, whichever
824 occurs later, the parish may lien the property that was subject to the enforcement/abatement
825 action for all applicable costs by recording the cost recovery notice or administrative hearing
826 judgment affirming appropriate costs in the Clerk of Court for the Parish of Plaquemines.
827

828 Sec. 24-59. - Liens.
829

830 (a) The parish shall have a lien and privilege against the immovable property in or on which
831 violation(s) occurred. The lien and privilege shall secure all fines, fees, costs, and penalties
832 that are assessed by the parish and described in the order, judgment, or notice of judgment
833 and the notice or statement of costs. The recordation of the order, judgment, or notice of
834 judgment and the notice or statement of costs in the mortgage office of the parish shall
835 constitute a lien and privilege against the land upon which violation(s) exists. Any lien and
836 privilege recorded against an immoveable property under this article shall be included in the
837 next annual ad valorem tax bill and enforced, pursuant to and in conformity with LRS
838 13:2575.

839 (b) The parish, upon recordation of the order, judgment, notice of judgment, or lien, may
840 institute a suit against the owner of record in any court of competent jurisdiction to enforce
841 the order, judgment, notice of judgment, or lien.

842 (c) In order for the lien and privilege to arise, the order, judgment, notice of judgment, or lien
843 shall be final and not subject to appeal when recorded in the mortgage office.

- 844 (d) Any monies collected pursuant to this Chapter shall first satisfy all outstanding parish liens
845 recorded against an immovable property and only when all outstanding parish liens are
846 satisfied in full shall monies be applied towards an immovable property's ad valorem taxes.
847 (e) The lien and privilege shall have ranking as provided by R.S. 9:4821(A)(1).

848
849 Sec. 24-60. - Appeal.

850
851 Any person determined by the hearing officer to be liable for a code violation may appeal the
852 determination to the district court for the parish. Such appeal shall be instituted by filing, within
853 thirty (30) calendar days of the mailing of the hearing officer's order, a petition with the clerk of
854 district court along with payment of such costs as may be required by the clerk of court. After
855 filing a petition for appeal, the clerk of court shall schedule a hearing and notify all parties of the
856 date, time, and place of such hearing. Service of notice of appeal under this subsection shall not
857 stay the enforcement and collection of the judgment unless the person who files the appeal
858 furnishes security prior to filing notice of appeal with the Parish Finance Department in the
859 amount fixed by the hearing officer sufficient to assure satisfaction of the finding of the hearing
860 officer relative to the fine(s), fee(s), monetary penalty/penalties, cost(s) of the hearing, and
861 cost(s), if any, of correcting the violation(s).

862
863 Sec. 24-61. - Remedies not exclusive.

864
865 The regulations, procedures, and remedies established by this Chapter are nonexclusive and may
866 be pursued independently of each other and in addition to other remedies provided by law.

867
868 Sec. 24-62. - Recordkeeping.

- 869
870 (a) At its commencement by notice of violation, every adjudication proceeding shall be
871 assigned a docket number and a style in the form of "Plaquemines Parish Government
872 versus" followed by the name of the alleged offender. The records pertaining to each
873 proceeding shall be maintained as a separate file in a manner similar to the fashion in which
874 the clerks of court maintain the records of civil cases.
875 (b) The Code official charged with the enforcement of an ordinance within the scope of this
876 article shall, with the advice of the parish attorney's office, maintain a log or index of all
877 adjudication proceedings which shall set forth information, including but not limited to the
878 following:
879 (1) The style and docket number of the case and the date it was commenced;
880 (2) Alleged Code violation(s);
881 (3) Date of the alleged violation(s);
882 (4) Address or other description of the property upon which the alleged violation(s) exist or
883 have occurred;
884 (5) Date(s) of any hearings, trials or continuances and the dates of their commencement
885 and/or termination and, if the case is terminated, of its final disposition;
886 (6) Statement(s) as to the dates of any hearing and of any final order in the case and as to
887 whether and when any lien was filed;
888 (7) Statement(s) as to the date of filing and disposition of any appeal.

889
890 Sec. 24-53. – Transfer of ownership.

891
892 It is a violation for any property owner(s) to transfer a property that receives a notice of violation
893 without notifying the code official of the parish that sent said notice of violation. Anyone found
894 in violation of this section shall be fined \$500.00.”

895
896 SECTION 3

897
898 The Secretary of this Council is hereby authorized and directed to immediately certify and
899 release this Ordinance and that Parish employees and officials are authorized to carry out the
900 purposes of this Ordinance, both without further reading and approval by the Plaquemines Parish
901 Council.

55 provided for herein. The compensation provided for herein that would have been due
56 within the fiscal year in which the contract was terminated shall be pro-rated based upon
57 the number of days into the fiscal year as of the effective date of the termination.

- 58 • The adoption of the Operating Budget of the Parish that fails to appropriate funding
59 available for the contract or the explicit exclusion of the contract from the Budget shall
60 effect a termination of the contract without the requirement the written notice otherwise
61 required for the termination of the contract. The contract will terminate on at the end of
62 the last day of the fiscal year for which funding was Budgeted, except as otherwise
63 provided herein.
- 64 • The adoption of an amendment to the Operating Budget that removes the funding available
65 for the Contract or provides for the explicit exclusion of the contract from the Budget, shall
66 effect a termination of the contract without the requirement the written notice otherwise
67 required for the termination of the contract. The contract will terminate upon the effective
68 date of the amendment. The compensation provided for herein that would have been due
69 within the fiscal year in which the contract was terminated shall be pro-rated based upon
70 the number of days into the fiscal year as of the effective date of the termination.

71

72

SECTION 3

73

74 It shall be the policy of the Plaquemines Parish Government that all signed contracts are sent to
75 the Council Secretary's Office within two weeks of execution.

76

77

SECTION 4

78

79 The Secretary of this Council is hereby authorized and directed to immediately certify and release
80 this Ordinance and that Parish employees and officials are authorized to carry out the purposes of
81 this Ordinance, both without further reading and approval by the Plaquemines Parish Council.

82

RESOLUTION NO. 22-

The following Resolution was offered by Council Member Rousselle who moved its adoption:

1 A Resolution asking the Louisiana Legislature to support a Constitutional
2 Amendment to reallocate severance tax to parishes for the Parish Transportation
3 Funds; and otherwise to provide with respect thereto.
4

5 WHEREAS, severance tax is levied on production of natural resources taken from land or water
6 bottoms within the territorial boundaries of the state; and
7

8 WHEREAS, Louisiana has been collecting severance taxes since 1910; and
9

10 WHEREAS, oil and gas collections account for almost 92 percent of all severance tax collections
11 in Louisiana; and
12

13 WHEREAS, present law requires one-fifth of the severance tax on all natural resources other than
14 sulphur, lignite, or timber shall be remitted to the governing authority of the parish in which
15 severance or production occurs; and
16

17 WHEREAS, present law states that the initial maximum amount remitted to the parish in which
18 severance or production occurs shall not exceed eight hundred fifty thousand dollars; and
19

20 WHEREAS, present law further requires that the maximum amount remitted shall be increased
21 each July first, beginning in 2008, by an amount equal to the average annual increase in the
22 Consumer Price Index for all urban consumers, as published by the United States Department of
23 Labor, for the previous calendar year, as calculated and adopted by the Revenue Estimating
24 Conference; and
25

26 WHEREAS, present law increases the parish severance tax allocation not to exceed \$2,850,000
27 once a certain FY 2008-09 collections amount is reached; and
28

29 WHEREAS, Senate Bill 49 by Senator Rick Ward removes 2008-2009 “trigger” language that is
30 in present law; and
31

32 WHEREAS, Senate Bill 49 raise the maximum amount remitted to the parishes to \$2,850,000; and
33

34 WHEREAS, Senate Bill 49 requires that 100% of the excess severance tax remitted to a parish in
35 a fiscal year be used only within the parish for the same purposes as money received from the
36 Parish Transportation Fund; and
37

38 WHEREAS, the term “excess severance tax” shall mean the amount of severance tax remitted to
39 a parish in excess of the amount of severance tax remitted to the parish for FY 2020-21.
40

41 NOW, THEREFORE:

42
43 BE IT RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT it hereby ask the
44 Louisiana Legislature to support SB 49 by Senator Rick Ward which is a Constitutional
45 Amendment to reallocate severance tax to parishes for the Parish Transportation Fund.
46

47 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT it hereby
48 authorizes and directs the Council Secretary’s Office to send this Resolution to the Plaquemines
49 Parish State Delegation.
50

51 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT the
52 Secretary of this Council is hereby authorized and directed to immediately certify and release this
53 Resolution and that Parish employees and officials are authorized to carry out the purposes of this
54 Resolution, both without further reading and approval by the Plaquemines Parish Council.
55
56

RESOLUTION NO. 22-

The following Resolution was offered by Council Member Rousselle who moved its adoption:

1 A Resolution asking Congress to delay the implementation of risk rating 2.0/2.1 as
2 it relates to the National Flood Insurance Program; and otherwise to provide with
3 respect thereto.

4
5 WHEREAS, the Federal Emergency Management Agency is attempting to use a Risk Rating 2.0
6 method to value flood insurance premiums for the National Flood Insurance Program; and

7
8 WHEREAS, October 2021 began Phase 1 of the new rating system, referred to as Risk Rating 2.0
9 or otherwise known as Equity in Action; and

10
11 WHEREAS, property owners with new policies or renewal between October and today have
12 received insurance premiums based on this new methodology; and

13
14 WHEREAS, many of the premiums are up to 800 percent higher than previous premiums under
15 the current system despite the reference by FEMA of an 18 percent increase cap; and

16
17 WHEREAS, insurance agents are recognizing many inconsistencies with this new rating systems;
18 and

19
20 WHEREAS, the new ratings system unfairly charges higher valued homes with unaffordable
21 premiums with no additional coverage offered for the premium paid; and

22
23 NOW, THEREFORE:

24
25 BE IT RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT it hereby asks the
26 current administration and Congress to delay the implementation of Risk Rating 2.0 until Local
27 Governments and Communities have been offered a comment period to address the following:

- 28 • Clarification from FEMA on how additional perils outside of storm surge and rainfall are
29 factored into the National flood Insurance Program.
- 30 • Clarification from FEMA on calculation of full risk rating.
- 31 • Report from FEMA including data on how many current policy holders have been offered
32 to and opted into the new system since October 1, 2021, broken down by state.
- 33 • FEMA takes into consideration feasibility and sustainability into the fiscal calculation of
34 the program's deficit plan.

35
36 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT it hereby
37 asks the current administration and Congress to allow policy holders to continue to opt of Risk
38 Rating 2.0/2.1 PAST THE PLANNED DATE OF April 1, 2022, or until the comment period has
39 been completed and taken into consideration.

40
41 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT it hereby
42 authorizes and directs the Council Secretary's Office to send this Resolution to President Biden
43 and the Plaquemines Parish Federal Delegation.

44
45 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT the
46 Secretary of this Council is hereby authorized and directed to immediately certify and release this
47 Resolution and that Parish employees and officials are authorized to carry out the purposes of this
48 Resolution, both without further reading and approval by the Plaquemines Parish Council.

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SECTION 2

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The Secretary of this Council is hereby authorized and directed to immediately certify and release this Ordinance and that Parish employees and officials are authorized to carry out the purposes of this Ordinance, both without further reading and approval by the Plaquemines Parish Council.



MVS PROPERTIES, LLC
2022-490

I-3

R-11AA

Bergeron Dr

I-3

O-2

O-2

E Walker Rd

MVS Properties, LLC
2022-490
A-2 to MH

Badalamenti Ln

Cemetary Rd

MH

W Oakville St

W St Peter St

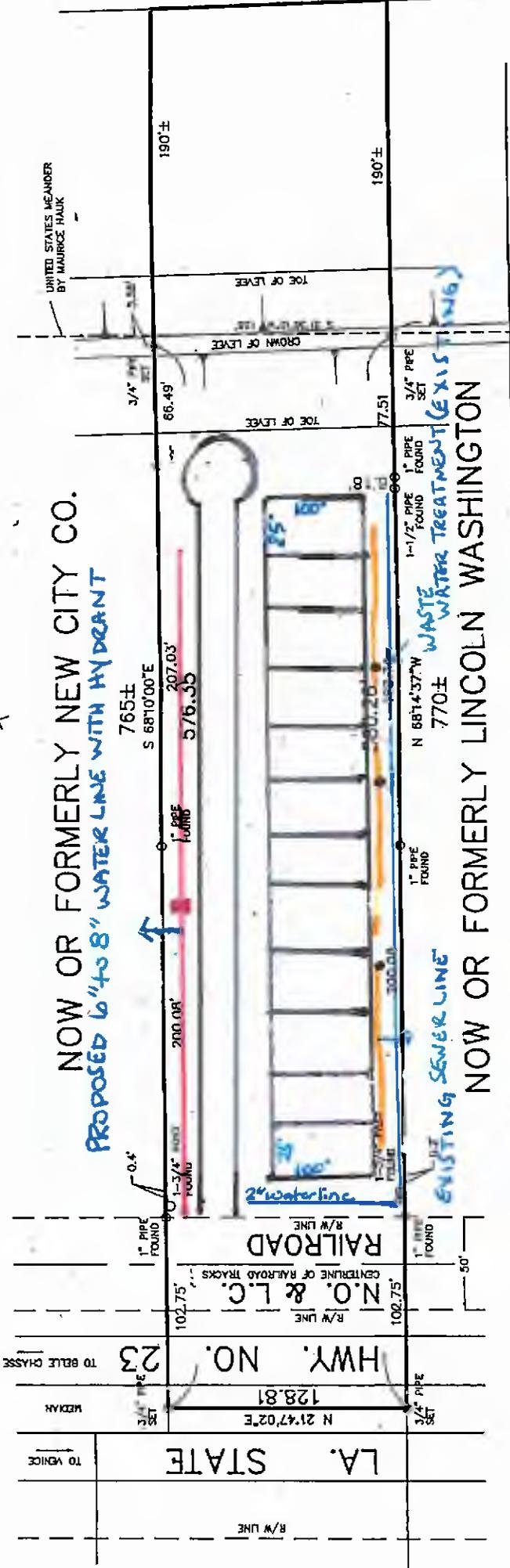
MH

E St Peter St

A-23 / Highway 23



CEDAR GROVE PLANTATION
 SECTION 4, T15S, R24E.
 PLAQUEMINES PARISH, LOUISIANA



NOW OR FORMERLY NEW CITY CO.
 Proposed 6" to 8" WATER LINE WITH HYDRANT

EXISTING SEWER LINE

WASTE WATER TREATMENT (EXISTING)

NOW OR FORMERLY MICHAEL BADALAMENTI

SECTION 4 CEDAR GROVE PLANTATION

SECTION 43



BEARINGS ARE BASED ON RECORD BEARINGS.
 THE SERVITUDES AND RESTRICTIONS SHOWN ON THIS SURVEY ARE LIMITED TO THOSE SET FORTH IN THE DESCRIPTION FURNISHED US AND THERE IS NO REPRESENTATION THAT ALL APPLICABLE EASEMENTS AND RESTRICTIONS ARE CORRECTLY SHOWN. THE SURVEYOR HAS MADE NO TITLE SEARCH OR PUBLIC RECORD SEARCH IN COMPLYING THE DATA FOR THIS SURVEY.

DUFRENE SURVEYING
 & ENGINEERING INC.

1624 MANHATTAN BLVD.
 HARVEY, LA 70056
 (504) 368-6390
 FAX (504) 368-6394

HARVEY, LA
 JUNE 17, 1995
 SURVEYED IN ACCORDANCE WITH THE
 LOUISIANA "MINIMUM STANDARDS FOR PROPERTY
 BOUNDARY SURVEYS" FOR A CLASS C SURVEY,
 MADE AT THE REQUEST OF GENE DRETKE

MISSISSIPPI RIVER

128±

RESOLUTION NO. 22-

The following Resolution was offered by Council Member LaFrance who moved its adoption:

1 A Resolution directing Federal Policymakers to improve the evacuation routes
2 along the Gulf Coast communities in Alabama, Florida, Louisiana, Mississippi and
3 Texas; and otherwise to provide with respect thereto.
4

5 WHEREAS, during the need for evacuating counties and/or parishes, especially during active
6 hurricane season, traffic is often congested and moves slowly to evacuate citizens out of the
7 impacted areas; and
8

9 WHEREAS, the Plaquemines Parish Council urges the improvement of existing evacuation routes
10 and the possibility of including state routes as designated as well; and
11

12 WHEREAS, the Plaquemines Parish Council urges the prioritization of funding for improvements
13 to local counties and parishes evacuation routes; and
14

15 WHEREAS, the Gulf Coast communities of Alabama, Florida, Louisiana, Mississippi and Texas
16 are most vulnerable to the effects of water related disasters and/or emergencies, such as hurricanes
17 and/or flooding; and
18

19 WHEREAS, after Hurricane George in 1998, the Louisiana State Police put together a task force
20 to study the methods of other states used in evacuating residents; it was clear that contraflow could
21 be the best method to use in Louisiana; and
22

23 WHEREAS, Louisiana State Police and the Louisiana Department of Transportation and
24 Development developed a plan to do a contraflow program in Louisiana; and
25

26 WHEREAS, in 2005 when Hurricane Katrina hit, Louisiana's contraflow evacuation plan was
27 tested; more than 1.4 million people, about 90% of the residents of coastal Louisiana, were
28 evacuated in a very short period of time; and
29

30 WHEREAS, currently, Louisiana evacuation routes are established as contraflow on all lanes of I-
31 10 West to westbound lanes, I-55 North to northbound lanes, and I-59 North to northbound;
32

33 NOW, THEREFORE:

34
35 BE IT RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT the funding for
36 research and development of improvements to the existing contraflow evacuation plans in
37 Alabama, Florida, Louisiana, Mississippi and Texas improve traffic flow and congestion during
38 times of natural disasters and/or emergencies.
39

40 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT it hereby
41 authorizes and directs the Council Secretary Office to send this Resolution to Plaquemines Parish's
42 Federal and State Congressional Delegation.
43

44 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT the
45 Secretary of this Council is hereby authorized and directed to immediately certify and release this
46 Resolution and that Parish employees and officials are authorized to carry out the purposes of this
47 Resolution, both without further reading and approval by the Plaquemines Parish Council.
48
49

RESOLUTION NO. 22-

The following Resolution was offered by Council Member Blink who moved its adoption:

1 A Resolution asking the Louisiana Legislature to support a Constitutional
2 Amendment to provide for local governments input in the Industrial Tax Program;
3 and otherwise to provide with respect thereto.
4

5 WHEREAS, the Louisiana Industrial Tax Exemption Program (ITEP) was enacted 1974; and
6

7 WHEREAS, ITEP is administered by the Louisiana Department of Economic Development and
8 the Louisiana Board of Commerce and Industry; and
9

10 WHEREAS, prior to an executive order by the Governor in 2016, Louisiana's ITEP was the only
11 property tax abatement program in the U.S. in which a state body completely controlled all the
12 awards; and
13

14 WHEREAS, the executive order by the Governor gives local governing bodies the ability to
15 review, deny or approve tax exemptions that they have authority over; and
16

17 WHEREAS, Senate Bill 151 by Senator Rogers Pop states that no exemption or renewal shall be
18 granted without the approval of the parish governing authority, school board, sheriff, and if
19 applicable, the municipal government wherein the exemption is sought; and
20

21 WHEREAS, Senate Bill 151 also states that no exemption shall exceed eighty percent of the ad
22 valorem taxes that otherwise would be owed to each tax recipient body approving the exemption
23 or renewal;
24

25 NOW, THEREFORE:

26
27 BE IT RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT it hereby asks the
28 Louisiana Legislature to support SB 151 by Rogers Pope which is a Constitutional Amendment to
29 provide for local governmental input in the Industrial Tax Exemption Program.
30

31 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT it hereby
32 authorizes and directs the Council Secretary's Office to send this Resolution to the Plaquemines
33 Parish State Delegation.
34

35 BE IT FURTHER RESOLVED BY THE PLAQUEMINES PARISH COUNCIL THAT the
36 Secretary of this Council is hereby authorized and directed to immediately certify and release this
37 Resolution and that Parish employees and officials are authorized to carry out the purposes of this
38 Resolution, both without further reading and approval by the Plaquemines Parish Council.
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SECTION 2

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The Secretary of this Council is hereby authorized and directed to immediately certify and release this Ordinance and that Parish employees and official are authorized to carry out the purposes of this Ordinance, both without further reading and approval by the Plaquemines Parish Council.

RESOLUTION NO. 22-

The following Resolution was offered by Council Member Cognevich who moved its adoption:

1 A Resolution giving preliminary approval to the issuance of not to exceed Five
2 Million Dollars (\$5,000,000) of Hurricane Recovery Revenue Notes of the Parish
3 of Plaquemines, State of Louisiana, and providing for other matters in connection
4 therewith.
5

6 WHEREAS, the Plaquemines Parish Council (the "Governing Authority"), acting as the governing
7 authority for the Parish of Plaquemines, State of Louisiana (the "Issuer"), desires to incur debt and
8 issue not to exceed Five Million Dollars (\$5,000,000) of Hurricane Recovery Revenue Notes (the
9 "Notes"), in the manner authorized and provided by Section 1430 of Title 39 of the Louisiana
10 Revised Statutes of 1950, as amended, and other constitutional and statutory authority (the "Act"),
11 for the purpose of paying existing essential functions of the Issuer's operations or expanding such
12 functions to meet disaster-related needs; and
13

14 WHEREAS, the Notes shall be secured by and payable from a pledge of all funds or revenues
15 received or to be received by the Issuer to the extent legally available for the payment of debt
16 service on the Notes, provided that no such funds or revenues shall be so included which have
17 been or are in the future legally dedicated and required for purposes inconsistent therewith by the
18 electorate, by the terms of specific grants, by the terms of particular obligations issued or to be
19 issued or by operation of law (such amount being the "Available Funds of the Issuer"); and
20

21 WHEREAS, it is expressly provided that the full faith and credit of the Issuer shall not be pledged,
22 and there shall be no obligation on the Issuer to levy or increase taxes or other sources of revenue
23 in order to pay debt service on the Notes or to transfer any funds for the payment of debt service
24 that may result in a violation of any law, ruling, regulation, contract or agreement applicable to the
25 Issuer;
26

27 NOW, THEREFORE:

28
29 BE IT RESOLVED BY THE PLAQUEMINES PARISH COUNCIL (the "Governing Authority")
30 THAT, acting as the governing authority for the Parish of Plaquemines, State of Louisiana, that:
31

32 SECTION 1. **Preliminary Approval of Revenue Notes.** Preliminary approval is given to the
33 issuance of not exceeding Five Million Dollars (\$5,000,000) of Hurricane Recovery Revenue
34 Notes of the Issuer, pursuant to the Act, for the purpose of paying for existing essential functions
35 of the Issuer's operations or expanding such functions to meet disaster-related needs, said Notes
36 to be secured by and payable from the Available Funds of the Issuer. The Notes will be issued in
37 one or more series, each of which may be taxable or tax-exempt, shall bear interest at an interest
38 rate not exceeding 5% per annum, and shall mature over a period not exceeding twenty (20) years
39 from the date of issuance. The Notes shall have such additional terms and provisions as may be
40 determined in accordance with Section 4 hereof. It is expressly provided that the Notes may take
41 the form of a promissory note, loan agreement or other instrument and are not required to carry
42 the title "Hurricane Recovery Revenue Note" or other moniker.
43

44 SECTION 2. **State Bond Commission.** Application is hereby made to the State Bond
45 Commission, Baton Rouge, Louisiana, for approval of the issuance and sale of the Notes and for
46 consent and authority to proceed with the issuance and sale of the Notes as provided above, and
47 Bond Counsel is directed to make application to the State Bond Commission in accordance with
48 the foregoing on behalf of the Issuer. By virtue of applicant/issuer's application for, acceptance
49 and utilization of the benefits of the Louisiana State Bond Commission's approval(s) resolved and
50 set forth herein, it resolves that it understands and agrees that such approval(s) are expressly
51 conditioned upon, and it further resolves that it understands, agrees and binds itself, its successors
52 and assigns to, full and continuing compliance with the "State Bond Commission Policy on
53 Approval of Proposed Use of Swaps, or other forms of Derivative Products Hedges, Etc.," adopted
54 by the Commission on July 20, 2006, as to the borrowing(s) and other matter(s) subject to the
55 approval(s), including subsequent application and approval under said Policy of the
56 implementation or use of any swap(s) or other product(s) or enhancement(s) covered thereby.
57
58

STATE OF LOUISIANA

PARISH OF PLAQUEMINES

I, the undersigned Council Secretary of the Plaquemines Parish Council, do hereby certify that the foregoing pages constitute a true and correct copy of a resolution adopted by said Plaquemines Parish Council on _____, 2022, giving preliminary approval to the issuance of not to exceed Five Million Dollars (\$5,000,000) of Hurricane Recovery Revenue Notes of the Parish of Plaquemines, State of Louisiana, and providing for other matters in connection therewith.

IN FAITH WHEREOF, witness my official signature on this, the _____, 2022.

Council Secretary