

**ST. CHARLES PARISH  
PLANNING BOARD OF COMMISSIONERS  
October 12, 2023  
6:00 P.M.**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

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**POSTPONED CASES:**

- 1     **2023-12-MIN** requested by **Louis G. Authement** for a resubdivision of one lot into five, **Down the Bayou Road, Des Allemands**. Zoning District R-1A(M). Council District 4. **Requires Planning Commission approval and a supporting resolution from the Parish Council.**
  
- 26    **2023-12-R** requested by **Arthur and Barbara Blue** for a change of zoning from C-2 to R-3 on Lots M-1, M-2, and M-3, Tracts 8, 9, and 10, Elkinsville Subdivision, **near the intersection of Turtle Creek Lane and Adams Drive, St. Rose**. Council District 5. **Requires Planning Commission recommendation and Parish Council approval.**

**NEW CASES:**

- 34    **2023-20-HOP** requested by **Michael Simmons** for a home occupation – “Titan Electric” – at **456 Marino Drive, Norco**. Council District 6. **Requires Planning Commission approval.**
  
- 42    **2023-13-MIN** requested by **Tracy Trepagnier** for a resubdivision of one lot into two, **564 Giacomo Street, Norco**. Zoning District R-1A. Council District 6. **Requires Planning Commission approval and a supporting resolution from the Parish Council.**
  
- 62    **2023-14-MIN** requested by **Danny Alexander for Harmony Homes of St. Charles, LLC** for a resubdivision of one lot into two, **308 Sycamore Street, Hahnville**. Zoning District R-1A(M). Council District 1. **Requires Planning Commission approval.**
  
- 69    **2023-15-MIN** requested by **Lorna Bourgeois for BMB Real Estate, LLC** for a resubdivision of two lots into four, **10362 Airline Drive, St. Rose**. Zoning District M-1. Council District 5. **Requires Planning Commission approval and a supporting resolution from the Parish Council.**
  
- 79    **2023-6-SPU** requested by **Khawaja Omer** for automobile sales in a C-2 zoning district on Lot 1, Autin Subdivision, **16830 Highway 90, Des Allemands**. Council District 4. **Requires Planning Commission approval.**

**UNFINISHED BUSINESS-  
NEW BUSINESS-  
MINUTES – (September 7, 2023)  
ADJOURN-**



**Department of Planning & Zoning  
Staff Report – Minor Resubdivision  
Case No. 2023-12-MIN**

**APPLICATION INFORMATION**

- **Submittal Date:** 7/7/23
- **Applicant / Property Owner**  
Louis G. Authement  
13919 River Road, Suite 300  
Luling, LA 70070  
985.785.8481; louis@lgalaw.com
- **Request**  
Resubdivision of a Portion of Lot 156 of Coteau De France Subdivision into lots 156A, 156B, 156C, 156D, and 156E with a waiver from the Subdivision Regulations, Section III. C. 1 Size.

**SITE INFORMATION**

- **Location:** Down the Bayou Road and Schaubhut Road, Des Allemands
- **Size of Proposed Lots**
  - Lot 156A: 2,274 sq. ft.; 46.40 ft. wide
  - Lot 156B: 1,125 sq. ft.; 37.22 ft. wide
  - Lot 156C: 1,493 sq. ft.; 37.22 ft. wide
  - Lot 156D: 1,020 sq. ft.; 37.22 ft. wide
  - Lot 156E: 944 sq. ft.; 37.23 ft. wide
- **Current Zoning:** R-1A(M), Single Family Residential Detached Conventional Homes, Manufactured Homes, and Mobile Homes—Medium density
- **Current Use**  
The proposed lots consist primarily of the Eastern shore of Bayou Des Allemands to the Eastern side of Down the Bayou Road.
- **Surrounding Zoning**  
R-1A(M) zoning is found on to the East of Bayou Des Allemands. Wetlands zoning encompasses Bayou Des Allemands.
- **Surrounding Uses**  
Surrounding area consists of Residential Uses.
- **Flood Zone & Minimum Building Elevation**  
1992 Flood Insurance Rate Map: AE +4  
2013 Digital Flood Insurance Rate Map: AE +5
- **Plan 2030 Recommendation**  
*Low-to-Moderate Residential: Single-family detached dwellings; attached dwellings such as duplexes, patio/zero-lot line homes and townhomes; and accessory units. Neighborhood retail, services, offices and institutions are also permitted in appropriate locations such as along transportation corridors or at intersections (over six dwellings per acre).*
- **Traffic Access**  
The subject site encompasses a portion of Down the Bayou Road, with “frontage” on Bayou Des Allemands.

▪ **Utilities**

The Parish's GIS shows Parish utilities are available along Down the Bayou Road.

▪ **Development History**

Lot 156 was originally platted in 1869 as part of the Ranson Tract of the Coteau De France as shown on a map by Y.L. Freemanne. Original Lot 156 has been divided on different occasions, including for the development of Schaubhut Road in the late 1950s.

The subject site was part of a partition of Lot 156 as per an Amended Judgement of Possession dated November 8, 2018 and based on a 2017 survey by Riverlands Surveying Company. The judgment was amended on December 1, 2021 creating the current partition and ordering the property be resubdivided accordingly.

<b>APPLICABLE REGULATIONS</b>
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**Appendix A. Section VI. – Zoning District Criteria and Regulations**

[II.] R-1A(M). Single Family Residential Detached Conventional Homes, Manufactured Homes, and Mobile Homes—Medium density.

*Policy statement:* This district is composed of areas containing one-family dwellings constructed on a permanent foundation, connected to public utilities, and which meet the architectural and aesthetic standards of a permanent residence. Additionally, mobile homes which meet the special provisions below are allowed.

1. Use Regulations:
  - a. A building or land shall be used only for the following purposes:
    - (1) Site-built, single-family detached dwellings.
    - (2) Manufactured homes.
    - (3) Mobile homes.
    - (4) Accessory uses.
    - (5) Private recreational uses.
    - (6) Farming on lots of three (3) acres or more and at least one hundred fifty (150) feet frontage.
  - b. Special exception uses and structures include the following:
    - (1) Additional residences for family and relatives on unsubdivided property on a non-rental basis, and which meet the criteria outlined in Special Provisions [subsection 3].
    - (2) Parks, public libraries, fire stations, police or sheriff's stations or substations, and sewer pumping stations.
    - (3) Showing and operation of historic buildings and/or sites and their related activities, provided a certificate from the United States Department of Interior is furnished by the owner verifying that the building and/or site is on the National Register of Historic Places.
    - (4) Accessory uses to golf courses and country clubs limited to the following:
      - Art studios
      - Churches and Religious Institutions
      - Commercial recreation facilities
      - Commercial schools
      - Personal service businesses, examples include but are not limited to beauty shops and barber shops, acupuncture, and massage services
      - Professional offices, examples include but are not limited to doctors, dentists, engineers, architects, landscape architects, plan services, realtors, insurance
      - Restaurants and cafeterias
  - c. Special permit uses and structures include the following:
    - (1) Child care centers.
    - (2) Public and private schools (except trade, business and industrial).
    - (3) Golf courses (but not miniature courses or driving ranges), country clubs, and accessory commercial uses on such properties.
    - (4) Educational, religious and philanthropic institutions. These buildings must be set back from all property lines a distance of at least one (1) foot for each foot of building height.
    - (5) Private commercial access roads, upon review by the Planning Commission and supporting resolution of the Council.
    - (6) Accessory dwelling units upon approval by the Planning Commission and supporting resolution of the Council.
    - (7) Garden Home Developments in accordance with Section VII Supplemental Regulations upon review and recommendation of the Planning Commission and supporting resolution of the St. Charles Parish Council.
2. Spatial Requirements.
  - a. Minimum lot size: Five thousand (5,000) square feet per family; minimum width-fifty (50) feet.
  - b. Minimum yard sizes:
    - (1) Front—Fifteen (15) feet.
    - (2) Side—Five (5) feet.
    - (3) Rear—Five (5) feet.
    - (4) For lots with less than one hundred (100) feet depth, front setback shall be fifteen (15) percent of lot depth with a minimum of ten (10) feet to the front lot line and five (5) feet to the rear lot line.
    - (5) Whenever property abuts a major drainage canal as defined by the Subdivision regulations the required setback for all structures shall be ten (10) feet measured from the inner boundary of such servitude or right-of-way, notwithstanding any other more restrictive setbacks, this provision shall not apply to any lot of record created and existing prior to the effective date of Ordinance No. 99-12-8, December 15, 1999.
  - c. Accessory buildings:
    - (1) The accessory building shall not exceed two-story construction.

- (2) Minimum setback of accessory buildings shall be three (3) feet.
- (3) Nonresidential accessory buildings shall not be permitted.
- d. Permitted encroachments:
  - (1) Overhangs projecting not more than twenty-four (24) inches, excluding gutter.
  - (2) Stairs and landings not more than three (3) feet in height, projecting no more than four (4) feet into required front yard.
- 3. Special Provisions:
  - a. Additional dwellings on unsubdivided property:
    - (1) Additional dwellings on unsubdivided property referred to in 1.b(1) above will be permitted at the rate of one (1) dwelling unit for each seven thousand (7,000) square feet of lot area.
    - (2) The applicant for any additional dwellings on unsubdivided property shall submit a copy of all subdivision restrictions (covenants) which govern the property in order to protect the integrity of the neighborhood.
    - (3) Under no circumstances will the total number of dwellings per unsubdivided lot permitted under these provisions exceed four (4).
    - (4) Permits issued under this provision will be issued for a two-year period. At the expiration of this time, an investigation will be conducted by the Planning and Zoning Department to determine if this Code is complied with. Non-compliance will result in the revocation of the permit.
  - b. All manufactured housing and mobile homes shall be secured according to the Federal Emergency Management Agency's Sept. 1985 publication *Manufactured Home Installation in Flood Hazard Areas*.
  - c. *Reserved*.
  - d. All dwelling units shall be connected to utility systems which provide for health and safety under all conditions of normal use. Home utility services shall only be connected to the supply source by means of approved materials, and shall be inspected by the appropriate agency.

**Appendix C. Section II. Subdivision Procedure**

**C. Minor Resubdivisions.**

- 1. In instances where a net increase of five (5) or fewer lots is proposed by subdivision or resubdivision and no new or additional public improvements are required, no formal preliminary plat shall be required. The plan of resubdivision shall comply with requirements outlined in section II.C.3 of this section, and with all relevant land use regulations, including the St. Charles Parish Zoning Ordinance and Subdivision Regulations. The Planning and Zoning Commission may approve or deny the application. The basis for denial shall be stated at the meeting and on the record of the Planning and Zoning Commission.
- 3. Subdivisions and resubdivisions which meet the guidelines contained in Section II.C. of these regulations shall be presented to the Department of Planning and Zoning in the form of a plan which conforms to the laws of the State of Louisiana governing surveying, platting, and subdivision of land. The proposed subdivision shall contain the following information:
  - a. Location of the property.
  - b. Name(s) and address(es) of the owners.
  - c. Name and address of the Land Surveyor preparing the plan as well as the date the survey was prepared. The survey shall be dated within one (1) year of the subdivision application date.
  - d. Existing property lines and lot numbers, including names and width of adjoining streets.
  - e. Proposed property lines and revised numbers of proposed lots.
  - f. Location and dimensions of existing buildings.
  - g. Layout and dimensions of all existing, proposed, and required servitudes and rights-of-way, including but not limited to servitudes for sidewalks, utilities, access, drainage ditches, and canals.
  - h. Existing lakes and ponds.
  - i. North arrow and scale.
  - j. The following note shall be added to all resubdivision maps: All necessary sewer, water and/or other utility extensions, relocations or modifications shall be made solely at the lot owner's expense.
  - k. Stormwater Pollution Prevention Plan. For Minor Subdivisions that involve more than one (1) acre, the MS4 Administrator may require the submittal of a Stormwater Pollution Prevention Plan and/or Post Construction Stormwater Permit, including all required documentation, in accordance with Chapter 25—Stormwater Management and Erosion and Sedimentation Control.
  - l. The following note shall be added to resubdivision maps that result in a net increase of lots: No lot created by this act of subdivision shall be divided in such a way that another net increase in the number of lots occurs for a period of two years.

**Appendix C. Section III. Geometric Standards C. Lots**

- 1. Size. The width, depth, area, and minimum building setback line shall conform to the St. Charles Parish Zoning Ordinance for the type of development.
  - b. Width. The lot width at the minimum building setback line shall not be less than that specified by the St. Charles Parish Zoning Ordinance.

**Appendix C. Section V. Administrative**

**B. Variations and Exceptions**

- 1. The regulations contained herein may be varied or modified where the literal enforcement of one or more provisions of the ordinance (i) is impracticable, or (ii) will exact undue hardship because of peculiar conditions pertaining to the land in question. Financial hardships shall not be considered as valid criteria for any such waiver or modification of existing regulations. The Planning Commission, with a supporting resolution of the Council, may grant such a waiver or modification of these regulations only when such requests meet the conditions of this subsection and are not detrimental to the public interest.

**FINDINGS**

This minor resubdivision request proposes dividing a Portion of Lot 156, Coteau De France containing a portion Down the Bayou Road into five (5) lots.

The request is prompted by a Judgement of Possession on November 8, 2018 and an Amended Judgement on December 1, 2021 which stated those taking ownership in the

proposed lots shall sign and file an application for resubdivision with Planning and Zoning.

The proposed lots consist of an undivided portion of Lot 156 between Bayou Des Allemands and the eastern edge of Down the Bayou Road and contain a portion of Down the Bayou Road itself.

None of the lots meet the minimum area or width requirements of the R-1A(M) zoning district and require a waiver from Subdivision Regulations item III.C.1. Size, which states:

- *The width, depth, area, and minimum building setback line shall conform to the St. Charles Parish Zoning Ordinance for the type of development.*

<b>DEPARTMENT RECOMMENDATION</b>
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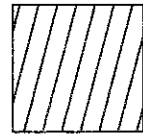
**For this motion to pass as per the Amended Judgement signed December 1, 2021 the Planning Commission must approve the request with required waiver.**

**If the Planning Commission approves this request it will be forwarded to the Parish Council for consideration of a supporting resolution.**

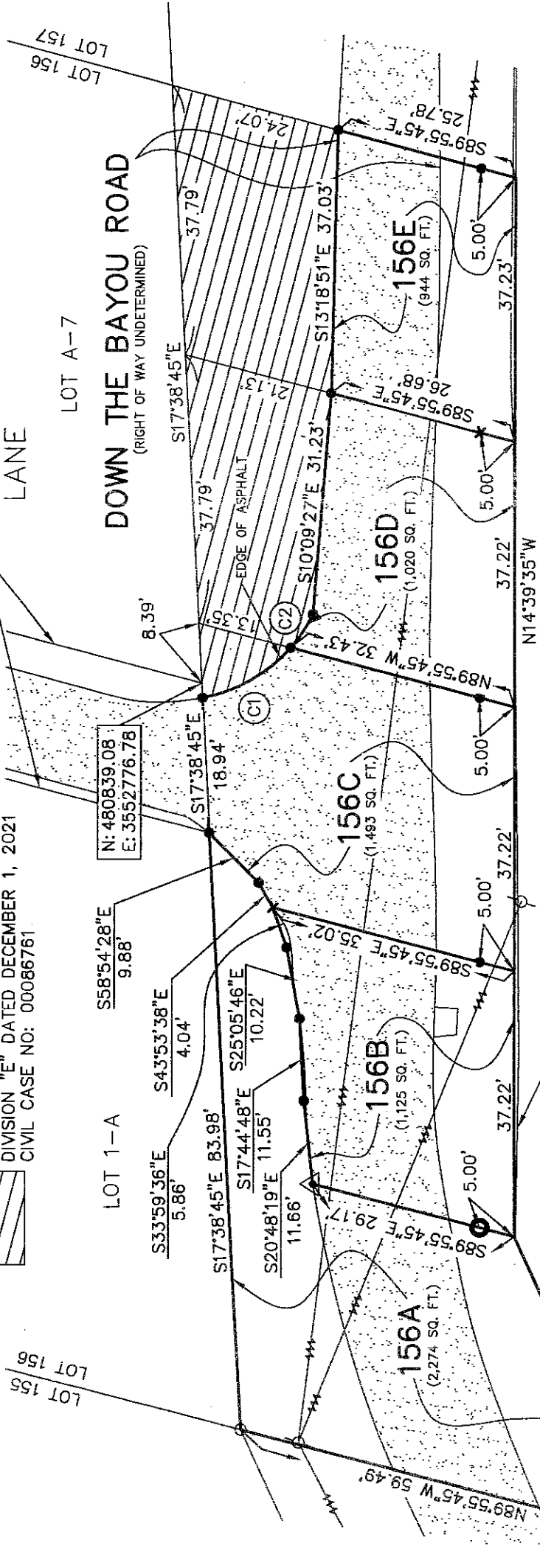
GRAND BAYOU ROAD - LA HIGHWAY 632 (SIDE)

**DEVELOPER:** JESSICA S. CORTIZ  
217 SCHAUBHUT LANE  
DES ALLEMANDS  
985-758-2514

NOTE: HATCHED AREA NOT A PART OF RESUBDIVISION PER APPENDIX 1 OF AN AMENDED JUDGEMENT BY JUDGE TIMOTHY S. MARCEL, 29TH JUDICIAL DISTRICT COURT, DIVISION "E" DATED DECEMBER 1, 2021 CIVIL CASE NO: 00086761



SCHAUBHUT LANE



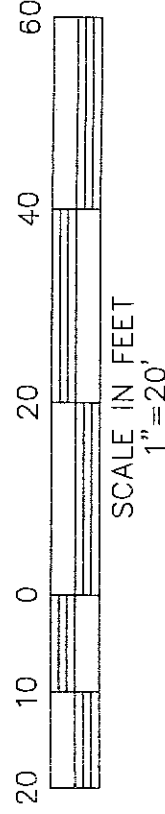
**BAYOU DES ALLEMANDS**

NOTE: ALL LOTS ARE SUBJECT TO A SERVITUDE TO MAINTAIN THE BULKHEAD ON BAYOU DES ALLEMAND, GRANTED TO ST. CHARLES PARISH ON OCTOBER 31, 1961 (COB 32, FOLIO 14)

CURVE TABLE		
CURVE	LENGTH	RADIUS
C1	14.50'	21.78'
C2	5.58'	21.78'

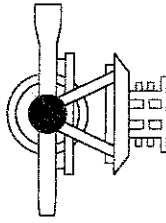
**LEGEND**

- 1/2" IRON ROD SET
- ✕ CROSS CUT
- △ PK NAIL SET
- FENCE POST
- POWER POLE
- POWER LINE
- ⊙ 1/2" IRON ROD FOUND



DRAWN BY: KPB DRAWING NO. MM1576\_W04545

**RIVERLANDS SURVEYING COMPANY**



505 HEMLOCK STREET  
LAPLACE, LA. 70068  
1-800-248-6982  
985-652-6356

**TITLE:** SURVEY PLAT AND RESUBDIVISION OF A PORTION OF LOT 156 COUVEAU DE FRANCE SUBDIVISION INTO LOTS HEREIN DESIGNATED AS LOTS 156A, 156B, 156C, 156D & 156E OF A PORTION OF LOT 156 COUVEAU DE FRANCE SUBDIVISION SITUATED IN SECTION 43, T-14-S, R-20-E, DES ALLEMANDS, ST. CHARLES PARISH, LOUISIANA.

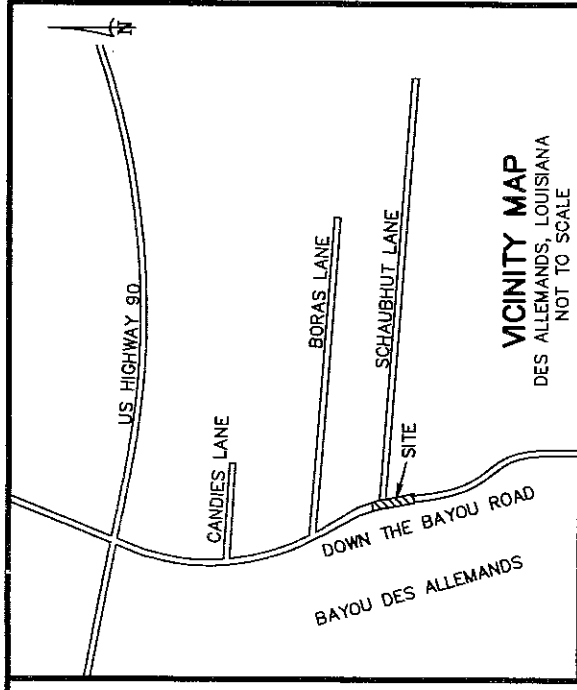
**DATE:** AUGUST 17, 2022

**SURVEY REFERENCE:** 1. PLAN SHOWING LOTS A-1, A-2, A-3, A-4, A-5, A-6, A-7, C-1 & C-2 OF LOT 156 OF COUVEAU DE FRANCE OR RANSON TRACT BY E.M. COLLIER, R.L.S. DATED JUNE 15, 1955  
2. SURVEY PLAN AND RESUBDIVISION OF LOTS 1-A & 2-A BY R.P. BERNARD, P.L.S. DATED NOVEMBER 6, 2001

**BASIS OF BEARING:** BEARINGS HEREON ARE ESTABLISHED BY THE LOUISIANA STATE PLANE COORDINATE SYSTEM, LOUISIANA SOUTH ZONE 1702 USING LEICA SMARTNET SOLUTION 10/31/2017 NAD 83.

**FLOOD NOTE:** THE SURVEYED PARCEL IS IN ZONE "X" PER FEDERAL INSURANCE RATE MAP NUMBER 220160-0175C DATED 6/16/1992.

**SURVEYOR'S NOTES:** A. THIS PLAT IS CORRECT AND IN ACCORDANCE WITH A PHYSICAL SURVEY MADE ON THE GROUND UNDER THE DIRECTION OF THE UNDERSIGNED AND COMPLIES WITH THE REQUIREMENTS OF LOUISIANA'S "STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS" FOR A CLASS B SURVEY.  
B. NO TITLE OPINION WAS PROVIDED TO THIS FIRM, THEREFORE NO CERTIFICATION IS GIVEN TO THE EXISTENCE OF OTHER SERVITUDES OR EASEMENTS WHICH MAY EXIST OTHER THAN THOSE SHOWN.  
C. NO DITCHES, UNDERGROUND LINES OR CONDUITS SHOWN.  
D. MINIMUM SETBACK LINES AND SERVITUDES SHOWN ARE BASED ON THE REFERENCED SURVEY PLAT. THE APPROPRIATE PARISH AUTHORITY OR NEIGHBORHOOD REGULATORY BOARD SHOULD BE CONSULTED FOR FINAL DETERMINATION.



**VICINITY MAP**  
DES ALLEMANDS, LOUISIANA  
NOT TO SCALE

APPROVED:

CHAIRMAN PLANNING AND ZONING COMMISSION \_\_\_\_\_ DATE \_\_\_\_\_  
CHAIRMAN ST. CHARLES PARISH COUNCIL \_\_\_\_\_ DATE \_\_\_\_\_  
PARISH PRESIDENT \_\_\_\_\_ DATE \_\_\_\_\_

CERTIFICATION: THIS IS TO CERTIFY THAT THIS PLAT IS MADE IN ACCORDANCE WITH LA. REVISED STATUTES 33:5051 ET. SEQ. AND CONFORMS TO ALL PARISH ORDINANCES GOVERNING THE SUBDIVISION OF LAND.

RECORDED IN THE CLERK OF COURT'S OFFICE

ST. CHARLES PARISH ON THE \_\_\_\_\_  
DAY OF \_\_\_\_\_ IN BOOK \_\_\_\_\_  
FOLIO \_\_\_\_\_ ENTRY # \_\_\_\_\_

ALL NECESSARY SEWER, WATER AND/OR OTHER UTILITY EXTENSIONS, RELOCATION'S OR MODIFICATIONS SHALL BE MADE BY AND SOLELY AT THE LOT OWNER'S EXPENSE

*Stephen P. Flynn*  
STEPHEN P. FLYNN  
P.L.S. LA. ST. REG. NO. 4668

**THE LAW OFFICE OF LOUIS G. AUTHEMENT, LLC**

One American Place  
Suite 300  
13919 River Road  
Luling, Louisiana 70070

PHONE: (985) 785-8481  
(985) 785-8492

FAX: (985) 785-9107

July 7, 2023

St. Charles Parish  
Department of Planning & Zoning  
P. O. Box 302  
14996 River Road  
Hahnville, LA 70057

RE: Application for Resubdivision

Dear Madam or Sir:

Enclosed for filing is an Application for Resubdivision to resubdivide a certain strip of waterfront property along Down the Bayou Road in Des Allemands. If you have any questions regarding this Application, please contact me, as I will be appearing at the public hearings on behalf of the applicants.

Sincerely,



Louis G. Authement

LGA/lga  
Enclosures: As stated

**ST. CHARLES PARISH  
DEPARTMENT OF PLANNING AND ZONING**

P. O. Box 302  
Hahnville, LA 70047  
Phone (985) 783-5060  
Fax: (985) 783-6447

**APPLICATION FOR RESUBDIVISION**

PZS CASE: 2023-12-MIN RECEIPT: 11541384 DATE: 7/10/23

FLOODPLAIN DESIGNATION: \_\_\_\_\_ ZONING DISTRICT: \_\_\_\_\_

**PROPERTY OWNERS:**

**MARY A. SCHAUBHUT**

113 Schaubhut Lane  
Des Allemands, LA 70030

**PAM SCHAUBHUT PLAISANCE**

212 Schaubhut Lane  
Des Allemands, LA 70030  
Represented by Louis G. Authement  
13919 River Rd, Suite 300  
Luling, LA 70070  
Phone: (985) 785-8481  
Email: Louis@lgalaw.com

**JESSICA SCHAUBHUT CORTEZ**

217 Schaubhut Lane  
Des Allemands, LA 70030  
Represented by Louis G. Authement  
13919 River Rd, Suite 300  
Luling, LA 70070  
Phone: (985) 785-8481  
Email: Louis@lgalaw.com

**BARBARA FOLSE**

8815 Pines Spring Road  
Meridian, MS 39305  
Represented by Louis G. Authement  
13919 River Rd, Suite 300  
Luling, LA 70070  
Phone: (985) 785-8481  
Email: Louis@lgalaw.com



**MICHAEL FOLSE**

4153 Country Drive,  
Bourg, LA 70343

Represented by Louis G. Authement  
13919 River Rd, Suite 300  
Luling, LA 70070  
Phone: (985) 785-8481  
Email: [Louis@lgalaw.com](mailto:Louis@lgalaw.com)

**RICHARD FOLSE**

4112 Hwy. 90 East

Des Allemands, LA 70030

Represented by Louis G. Authement  
13919 River Rd, Suite 300  
Luling, LA 70070  
Phone: (985) 785-8481  
Email: [Louis@lgalaw.com](mailto:Louis@lgalaw.com)

**JESSIE FOLSE**

5024 Ford Drive

Raceland, LA 70394

Represented by Louis G. Authement  
13919 River Rd, Suite 300  
Luling, LA 70070  
Phone: (985) 785-8481  
Email: [Louis@lgalaw.com](mailto:Louis@lgalaw.com)

MUNICIPAL ADDRESS OF PROPERTY: NONE

TOWN: DES ALLEMANDS

GENERAL LOCATION: The property is located between the water's edge of Bayou Des Allemands and the western boundary of Lot 1-A (619 Down the Bayou Road) and the eastern boundary of Down the Bayou Road adjoining the western boundary of Lot A-7 (717 Down the Bayou Road)

ACREAGE OR PROPERTY SIZE (SQUARE FEET):

LOT 156A: 2,274 sq. ft.  
LOT 156B: 1,125 sq. ft.  
LOT 156C: 1,493 sq. ft.  
LOT 156D: 1,020 sq. ft.  
LOT 156E: 944 sq. ft.  
Total 6,856 sq. ft.

SURVEYOR: RIVERLANDS SURVEYING CO. DATE: August 17, 2022

DEEDS SUPPORTING APPLICANTS' OWNERSHIP:

- 1) Amended Judgment of Possession in the Succession of William A. Schaubhut recorded at COB 871, page 24 on 11/27/2018.
- 2) Affidavit for Small Succession in the Succession of Cecile Matherne Schaubhut recorded at COB 875, page 188 on 4/4/2019.
- 3) Affidavit for Small Succession in the Succession of Diana Schaubhut Folse recorded at COB 875, page 222 on 4/4/2019.
- 4) Affidavit for Small Succession in the Succession of Lloyd J. Schaubhut recorded at COB 875, page 244 on 4/4/2019.
- 5) Act of Donation by Daniel Folse, Jr., et al to Jane Folse Dempster, Richard Folse and Jessie Folse recorded at COB 875, page 257 on 4/4/2019.
- 6) Act of Donation by Jane Folse Dempster to Jesse Folse recorded at COB 880, page 604 on 8/9/2019.
- 7) Act of Donation by Rita Naquin Schaubhut to Pamela Schaubhut Plaisance and Jessica Schaubhut Cortez recorded at COB 883, page 349 on 10/15/2019.
- 8) Act of Donation by Rita Naquin Schaubhut to Pamela Schaubhut Plaisance recorded at COB 883, page 356 on 10/15/2019.
- 9) Amended Judgment in the matter entitled Jessica Schaubhut Cortez, et. al. vs. Mary A. Schaubhut, No. 86,761, Div. E, 29<sup>th</sup> Judicial District Court, Parish of St. Charles, State of Louisiana, recorded at COB 919 page 124 on 5/14/2022

HAVE ALL TAXES BEEN PAID? NO TAXES HAVE BEEN ASSESSED TO DATE

IT THERE ARE ANY SERVITUDES OR EASEMENTS AGAINST THE LAND, SPECIFY:

IT THERE ARE ANY SERVITUDES OR EASEMENTS AGAINST THE LAND, SPECIFY:  
All lots being resubdivided are subject to the public right of way for Down the Bayou Road  
and the bulkhead servitude along Bayou Des Allemands.

**ABUTTING PROPERTY OWNERS**

Lakyn & Joe Bordelon  
619 Down the Bayou Rod  
Des Allemands, LA 70030

John J. Schaubhut (717 Down the Bayou Road)  
185 Schaubhut Lane  
Des Allemands, LA 70030

Craig A. Ford (815 Down the Bayou Road)  
P. O. Box 329  
Des Allemands, LA 70030

Nelda Candies Stidham  
192 Boras Lane  
Des Allemands, LA 70030

Paul B. Candies, II  
P. O. Box 207  
Des Allemands, LA 70030

I swear to be one of the owners of the property described in this application for resubdivision; I endorse this application.

Mary S. Marcel  
**MARY A. SCHAUBHUT**  
AKA Mary S. Marcel

Joseph B. Rochelle

**NOTARY PUBLIC**

Printed Name: \_\_\_\_\_  
Notary/Bar No.: \_\_\_\_\_



JOSEPH B. ROCHELLE  
NOTARY PUBLIC  
BAR ROLL #32230  
STATE OF LOUISIANA  
My Commission is for Life

I swear to be one of the owners of the property described in this application for resubdivision; I endorse this application.

*Pam Schaubhut Plaisance*

**PAM SCHAUBHUT PLAISANCE**

*[Handwritten signature]*

**NOTARY PUBLIC**

Printed Name: \_\_\_\_\_

Notary/Bar No.: \_\_\_\_\_

LLOYD JOSEPH FRICKEY  
NOTARY PUBLIC ID NO. 15308  
PARISH OF ST. CHARLES, LA  
MY COMMISSION IS FOR LIFE

I swear to be one of the owners of the property described in this application for resubdivision; I endorse this application.

*Jessica Schaubhut Cortez*  
**JESSICA SCHAUBHUT CORTEZ**

*Maurice E. Bostick #20117*  
**NOTARY PUBLIC**

Printed Name: \_\_\_\_\_

Notary/Bar No.: *20117* **MAURICE E. BOSTICK**  
**NOTARY PUBLIC**  
**Parish of Orleans, State of Louisiana**  
**My Commission is for Life.**

I swear to be one of the owners of the property described in this application for resubdivision; I endorse this application.

*Barbara Folse*

**BARBARA FOLSE**

*Melissa Wyman*

**NOTARY PUBLIC**

Printed Name: \_\_\_\_\_ **Melissa Wyman**

Notary/Bar No.: \_\_\_\_\_ **53501**

I swear to be one of the owners of the property described in this application for resubdivision; I endorse this application.

*Michael Folse*

**MICHAEL FOLSE**

*Melissa Wyman*

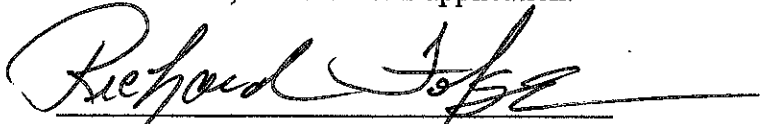
**NOTARY PUBLIC**

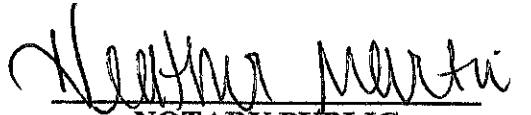
Printed Name: \_\_\_\_\_

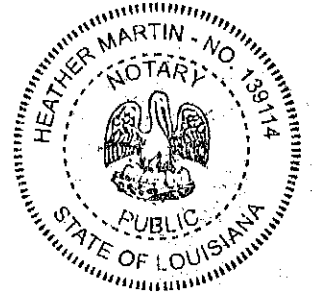
Notary/Bar No.: \_\_\_\_\_ **Melissa Wyman**  
**53501**



I swear to be one of the owners of the property described in this application for resubdivision; I endorse this application.

  
RICHARD FOLSE

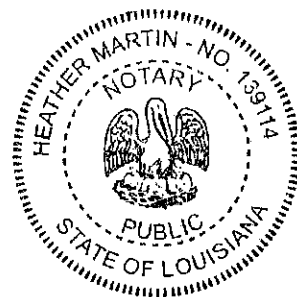
  
NOTARY PUBLIC  
Printed Name: Heather Martin  
Notary/Bar No.: 13914



I swear to be one of the owners of the property described in this application for resubdivision; I endorse this application.

Jessie Folse  
JESSIE FOLSE

Heather Martin  
NOTARY PUBLIC  
Printed Name: Heather Martin  
Notary/Bar No.: 139114



NOTICE OF JUDGMENT

**CORTEZ, JESSICA SCHAUBHUT - ET AL**

*Versus*

**SCHAUBHUT, MARY A**



*Civil Case: 00086761  
Division: E  
29<sup>th</sup> Judicial District Court  
Parish of St. Charles  
State of Louisiana*

**TO: LOUIS G AUTHEMENT  
THE LAW OFFICE OF LOUIS AUTHEMENT  
13919 RIVER ROAD  
SUITE 300  
LULING, LA 70070**

AMENDED JUDGMENT signed on December 1, 2021

DATE: December 8, 2021

Notice is hereby given that, in the above numbered and entitled cause, judgment was rendered, read and signed, a true and certified copy of said judgment is attached hereto and made a part hereof.

Lance Marino  
CLERK OF COURT  
*Lana Aliano*  
Deputy Clerk of Court

I hereby certify that a copy of the foregoing notice was this day mailed by me to the counsel of record for all parties and to such of the litigants, if any, who are not represented by counsel, which notices were addressed to them, respectively, at their last known address, with postage prepaid.

Lance Marino  
CLERK OF COURT  
*Lana Aliano*  
Deputy Clerk of Court

[ FILED COPY ]  
NOTICE OF JUDGMENT

29<sup>TH</sup> JUDICIAL DISTRICT COURT FOR THE PARISH OF ST. CHARLES

STATE OF LOUISIANA

NUMBER 86,761  
E

DIV.

JESSICA SCHAUBHUT CORTEZ, ET AL

VERSUS

MARY A. SCHAUBHUT

DEPUTY  
4/21 NOV 30 PM  
J. J. Schaubhut

FILED: \_\_\_\_\_

Deputy Clerk

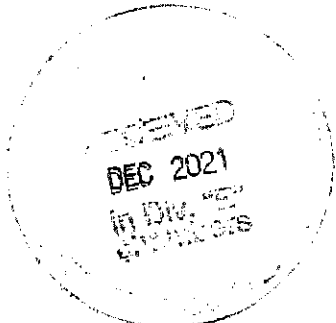
AMENDED JUDGMENT

CONSIDERING the ruling of the Honorable Louisiana 5<sup>th</sup> Circuit Court of Appeals in the matter of Jessica Schaubhut Cortez versus Mary Schaubhut, No. 20 CA 371, rendered July 21, 2021, the Judgment of this Court rendered on June 29, 2020 and signed on July 17, 2020, is hereby amended as follows:

IT IS ORDERED, ADJUDGED, AND DECREED that in addition to the following described property owned by John J. Schaubhut pursuant to title:

One certain lot or portion of ground being a part of a tract of land known as the Coteau de France situated near the line of the New Orleans and Opelousas Railroad between the Bayou Saint d'Ann and the Bayou des Allemands, in the Parish of St. Charles, State of Louisiana, as per plan of division made by Y. L. Freemanne, Surveyor, on the 6<sup>th</sup> day of February, 1869, a lithographic copy whereof is annexed to an act passed on March 26, 1886, purporting to be a sale to Charles L. Hopkins and designated therein as Lot 156, and also a part of Lot "A" as shown on plan of E. M. Collier, Surveyor, dated May 23, 1958, attached to act of partition between Elywn G. Schaubhut, et al, and which lot herein described is referred to as LOT A-7 on a plan prepared by E. M. Collier, Surveyor, dated June 15, 1958, paraphed "NeVarictur" by James P. Vial, Notary Public, to identify same herewith; according to said plan Lot A-7 commences at the intersection of the South line of Lot 156 with the public road running along Bayou Des Allemands, thence runs N17-09W for a distance along said road of 83.98 feet, thence S89-26E for a distance of 71.86 feet, thence S17-09E for a distance of 83.98 feet, thence S89-26W for a distance of 71.86 feet to the point of beginning.

That said John J. Schaubhut has acquired through thirty year acquisitive prescription all property lying west of the above described tract, to the eastern margin of "Down the Bayou Road", lying between the northern boundary line and southern boundary lines of the above described tract, both extended westward to "Down the Bayou Road", all as more fully depicted in green on the survey by



**SCANNED**

Riverlands Surveying Company, dated October 31, 2017, last revised on July 30, 2020, attached as Appendix 1 to this Judgment.

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that the terms of the voluntary settlement reached by the parties to the original Petition for Partition in Kind, as read into the record of this proceeding on June 25, 2020, are hereby amended as a result of the July 21, 2021 ruling by the 5<sup>th</sup> Circuit Court of Appeals, such that the property awarded to John J. Schaubhut above is hereby excluded, or less and excepted, from the property described in Paragraph 2 of said Petition for Partition in Kind, and the remaining property is hereby partitioned in kind as follows:

- 1) **MARY A. SCHAUBHUT** is hereby declared to be the sole owner of all rights, title and interests in and to that certain lot of ground designated as **Lot 156A** and depicted in pink on Appendix 1 to this Judgment.
- 2) **PAM SCHAUBHUT PLAISANCE** is hereby declared to be the sole owner of all rights, title and interests in and to that certain lot of ground designated as **Lot 156B** and depicted in blue on Appendix 1 to this Judgment.
- 3) **PAM SCHAUBHUT PLAISANCE** and **JESSICA SCHAUBHUT CORTEZ** are hereby declared to be the equal co-owners of all rights, title and interests in and to that portion of the lot of ground designated as **Lot 156C** that is depicted in yellow on Appendix 1 to this Judgment, such that the portion of Lot 156C depicted in green shall be removed from that lot designation as it has been declared by this Amended Judgment to be the property of John J. Schaubhut.
- 4) **JESSICA SCHAUBHUT CORTEZ** is hereby declared to be the sole owner of all rights, title and interests in and to that portion of the lot of ground designated as **Lot 156D** that is depicted in orange on Appendix 1 to this Judgment, such that the portion of Lot 156D depicted in green shall be removed from that lot designation as it has been declared by this Amended Judgment to be the property of John J. Schaubhut.
- 5) **BARBARA FOLSE, MICHAEL FOLSE, RICHARD FOLSE, and JESSIE FOLSE** are hereby declared to be the equal co-owners of all rights, title and interests in and to that portion of the lot of ground designated as **Lot 156E** that is depicted in red on Appendix 1 to this Judgment, such that the portion of Lot 156E depicted in green shall be removed from that lot designation as it has been declared by this Amended Judgment to be the property of John J. Schaubhut.

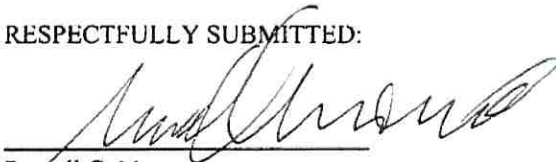
IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that Mary A. Schaubhut, Jessica Schaubhut Cortez, Pam Schaubhut Plaisance, Barbara Folse, Michael Folse, Richard Folse, and Jessie Folse shall sign and file the required application for resubdivision with the St. Charles

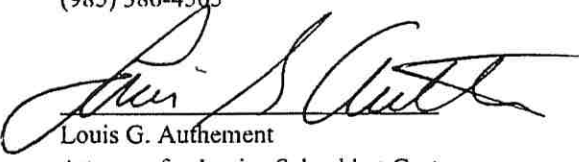
Parish Department of Planning and Zoning within seven (7) days of the delivery by Riverlands Surveying Company of its revised Survey consistent with the terms of this Amended Judgment.

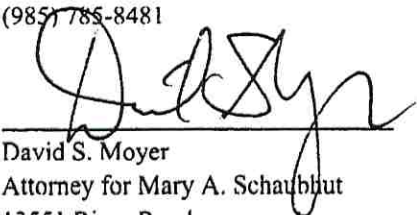
AMENDED JUDGMENT READ, RENDERED, AND SIGNED on this 1<sup>st</sup> day of December 2021, Luling, Louisiana.

JUDGE TIMOTHY S. MARCEL,  
29<sup>th</sup> Judicial District Court, Division "E"

RESPECTFULLY SUBMITTED:

  
Russell C. Monroe  
Attorney for John J. Schaubhut  
P. O. Box 176  
Ponchatoula, Louisiana 70454  
(985) 386-4505

  
Louis G. Authement  
Attorney for Jessica Schaubhut Cortez  
Pam Schaubhut Plaisance, Barbara Folse,  
Michale Folse, Richard Folse, and Jesse Folse  
13919 River Road, Suite 300  
Luling, LA 70070  
(985) 785-8481

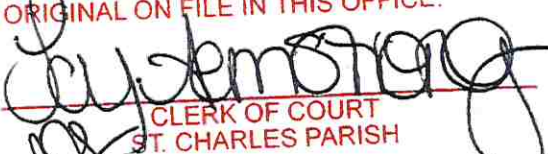
  
David S. Moyer  
Attorney for Mary A. Schaubhut  
13551 River Road  
Luling, LA 70070  
(985) 308-1509

CERTIFICATE OF THE CLERK  
I hereby certify that a copy of the foregoing motion  
and/or order has been mailed to all counsel of record this

DEC -8 2021  
By:   
Lance Marino  
Clerk of Court

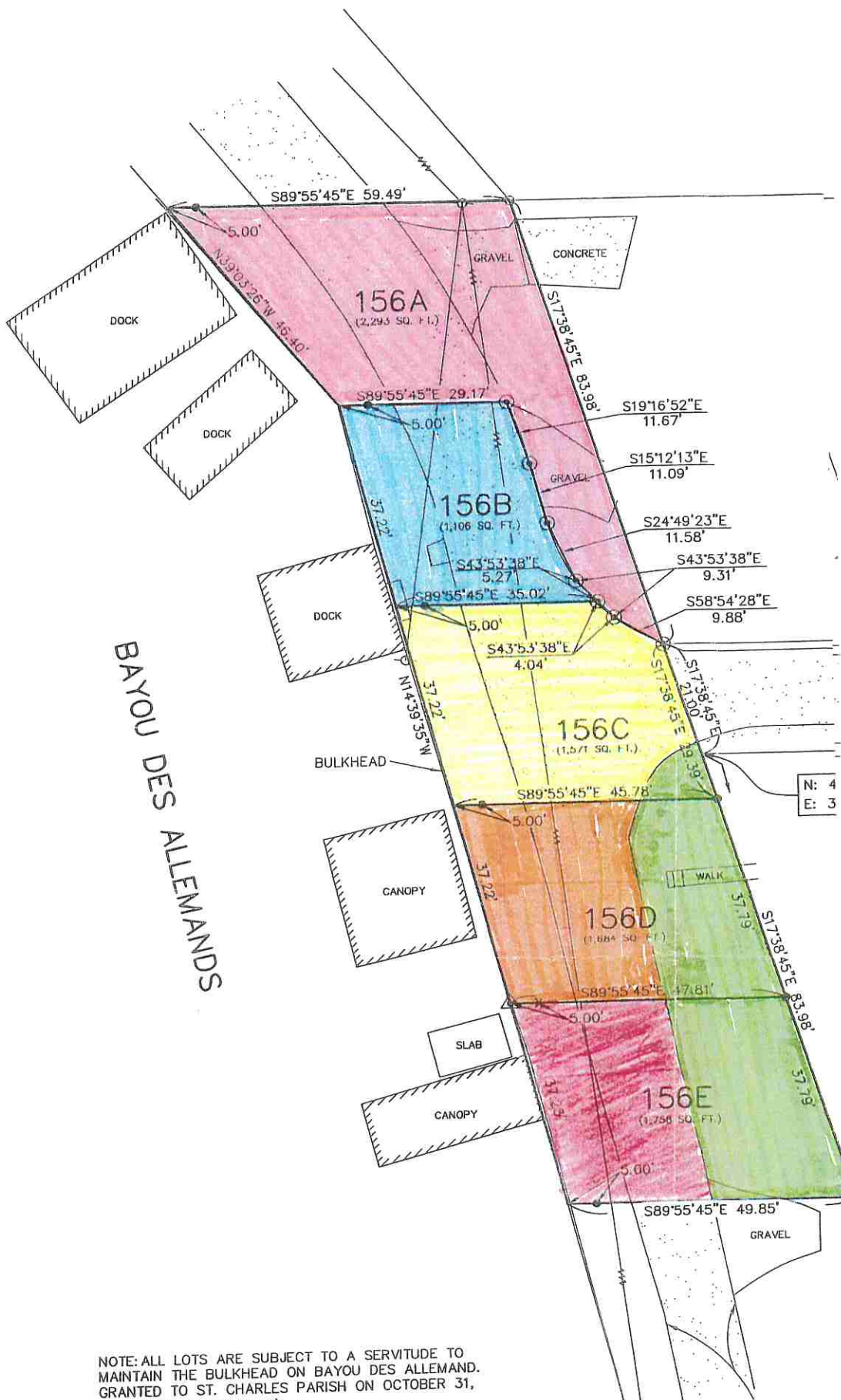
⑨

Notice of Judgment  
R. Monroe  
L. Authement  
D. Moyer

STATE OF LOUISIANA  
PARISH OF ST. CHARLES  
I HEREBY CERTIFY THAT THE WITHIN  
AND FOREGOING IS A TRUE COPY OF THE  
ORIGINAL ON FILE IN THIS OFFICE.  
  
CLERK OF COURT  
ST. CHARLES PARISH

SCANNED

Appendix I



NOTE: ALL LOTS ARE SUBJECT TO A SERVITUDE TO MAINTAIN THE BULKHEAD ON BAYOU DES ALLEMAND. GRANTED TO ST. CHARLES PARISH ON OCTOBER 31, 1961 (COR. 32 FOLIO 14)

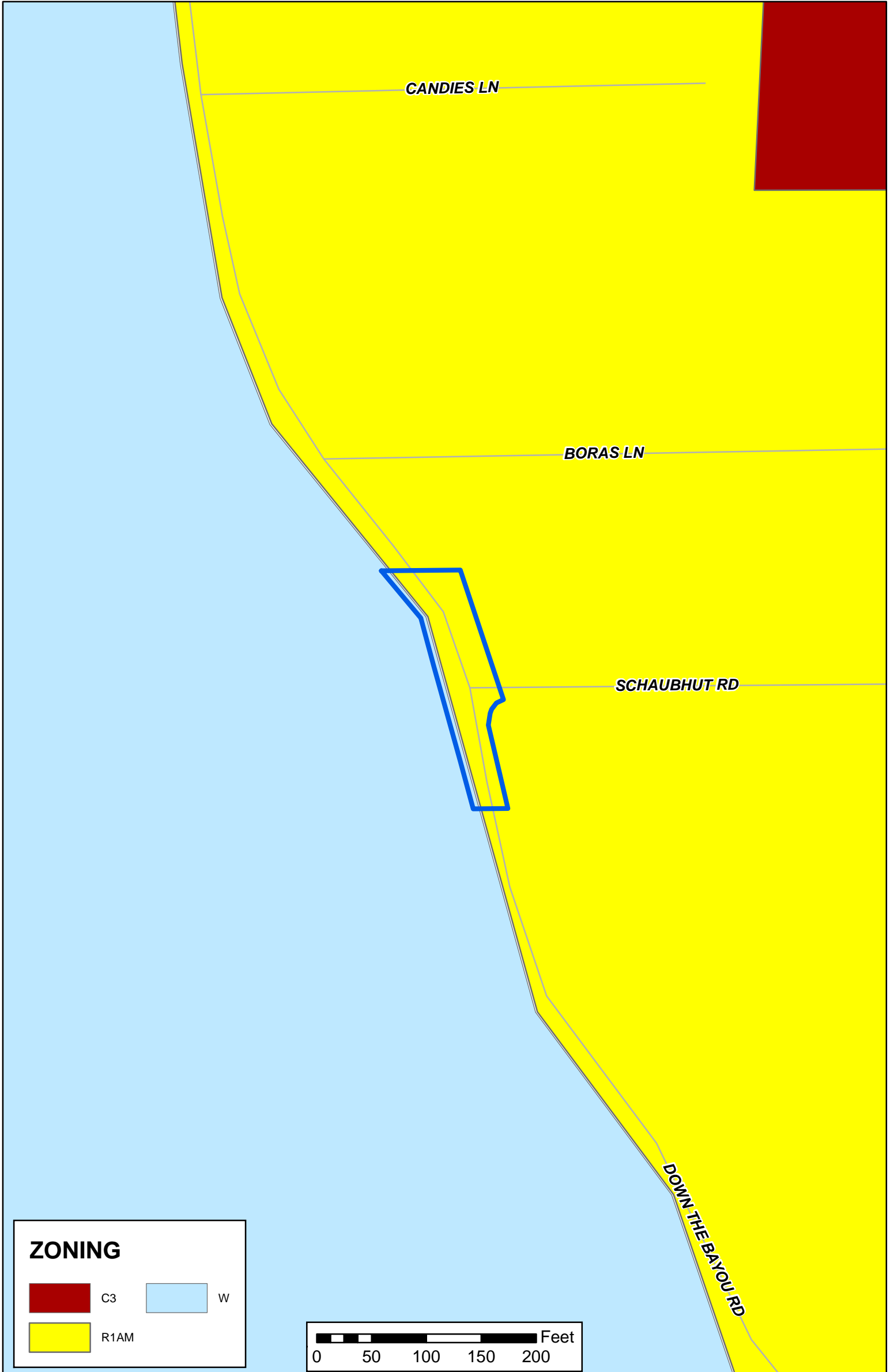


2023-12-MIN  
Minor Resubdivision: 1 lot into 5

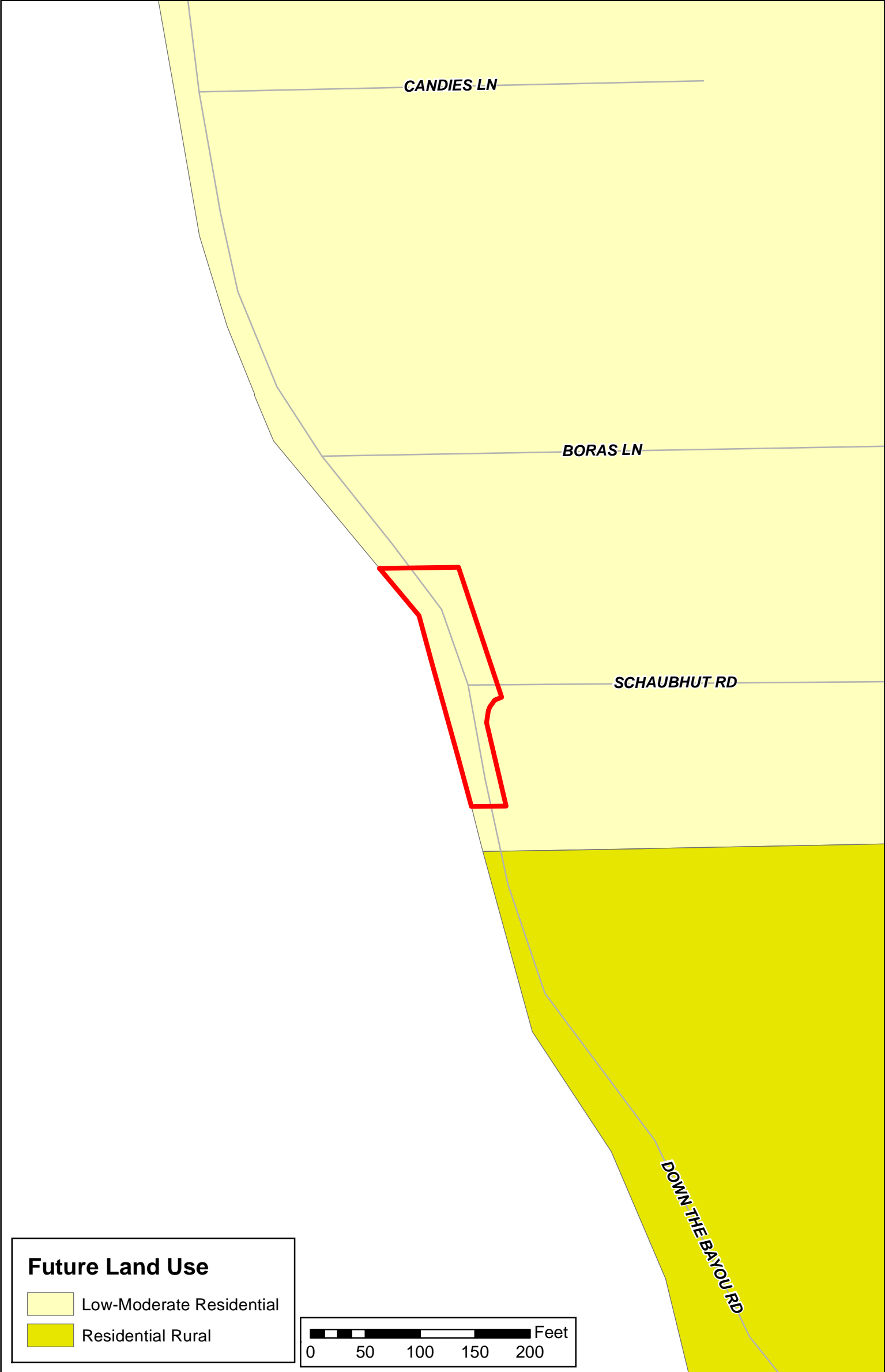




2023-12-MIN  
Minor Resubdivision: 1 lot into 5

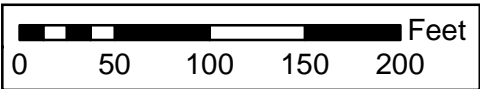


2023-12-MIN  
Minor Resubdivision: 1 lot into 5



**Future Land Use**

-  Low-Moderate Residential
-  Residential Rural





## Department of Planning & Zoning Staff Report – Map Amendment Case No. 2023-12-R

### APPLICATION INFORMATION

- **Submittal Date:** 7/19/23
- **Applicant / Property Owner**  
Arthur and Barbara Blue  
12 Shadow Lane  
Destrehan, LA 70047  
504.473.2541; acblue2@cox.net
- **Request**  
Change of zoning from *C-2, General Commercial-Retail Sales* to *R-3, Multi-family Residential*

### SITE INFORMATION

- **Location**  
Lots M-1, M-2, and M-3, Tracts 8, 9 and 10, Elkinsville Subdivision; approximately 960 ft. north of improved First Street, near the intersection of Turtle Creek Lane and Adams Drive, St. Rose.
- **Size:** approximately 31,233 sq. ft. (0.71 acres)
- **Current Use:** vacant and wooded
- **Surrounding Zoning**  
R-1A zoning is adjacent to the Turtle Creek Lane side; R-1A(M) zoning is adjacent to the First Street and Normandy Drive sides.
- **Surrounding Uses**  
Single family houses are adjacent to the Turtle Creek Lane side; undeveloped, wooded properties are located to the First Street and Normandy Drive sides. The Canadian National Railroad is located to the Adams Drive side.
- **Zoning History**  
The C-2 district resulted from a 1982 rezoning from R-1A(M) (PZR-82-27, Ord. No. 82-11-12).
- **Future Land Use Recommendation**  
*Low-to-Moderate Residential: Single-family detached dwellings; attached dwellings such as duplexes, patio/zero-lot line homes and townhomes; and accessory units. Neighborhood retail, services, offices and institutions are also permitted in appropriate locations such as along transportation corridors or at intersections. (over six dwellings per acre).*  
  
*Recommended Zoning Districts: R-1A (6,000 sf. min. lot size), R-1B (10,000 sf. min. lot size), R-1AM (accessory units and individual mobile homes)*
- **Flood Zone & Minimum Building Elevation**  
1992 Flood Insurance Rate Map: A99  
2013 Digital Flood Insurance Rate Map: AE +5.5.

Both maps show the property in a Special Flood Hazard Area requiring flood insurance for a federally-backed mortgage. The minimum building elevation is either +5.5 ft (NAVD 88 Datum) or 1 ft. above the centerline of the nearest street. The nearest paved street is Adams Drive.

▪ **Traffic Access**

The subject lots were platted in 1982 and finally approved by the Planning Commission and Parish Council four years later (86-11-5). There was not a street with hard surface providing access when the lots were subdivided. At the time of writing this report it is unclear how vehicles would access the site; neither First Street nor Adams Drive is developed to provide frontage.

▪ **Utilities**

Parish GIS shows public sewer and water located along the south side of the Canadian National Railway.

Drainage ditches are located on each side of the undeveloped portion of First Street, but drainage review would need to occur prior to any development in the area as per parish engineers.

Director of Wastewater stated that sewer would need to be tied in on Turtle Creek Lane.

Similar to access, there is not a clear path regarding how the necessary utilities will be provided to this site, as they must either be run through undeveloped right-of-way or adjacent, separately owned property. This would be an issue regardless of the zoning.

**APPLICABLE REGULATIONS**

**Appendix A. Section VI. – Zoning District Criteria and Regulations**

[VIII.] *R-3. Multi-family residential:*

1. Use Regulations:
  - a. A building or land shall be used only for the following purposes:
    - (1) All uses allowed in the R-2 district.
    - (2) Multi-family dwellings.
    - (3) Boarding and lodging houses.
    - (4) Townhouses (see Section VII for Supplemental Use and Performance regulations).
  - b. Special exception uses and structures: As approved by the Planning and Zoning Commission only:
  - c. Special permit uses and structures:
    - (1) Supplemental C-1 and C-2 uses.
    - (2) *Reserved.*
    - (3) Private commercial access roads, upon review by the Planning Commission and supporting resolution of the Council.
2. Spatial Requirements:
  - a. Minimum lot size: Ten thousand (10,000) square feet; minimum width - sixty (60) feet; two thousand five hundred (2,500) square feet per family.
  - b. Minimum yard requirements:
    - (1) Front - twenty (20) feet
    - (2) Side - ten (10) feet
    - (3) Rear - twenty (20) feet.
    - (4) Whenever property abuts a major drainage canal as defined by the Subdivision regulations the required setback for all structures shall be ten (10) feet measured from the inner boundary of such servitude or right-of-way, notwithstanding any other more restrictive setbacks, this provision shall not apply to any lot of record created and existing prior to the effective date of Ordinance No. 99-12-8, December 15, 1999.
  - c. Maximum land coverage: Eighty (80) percent (twenty (20) percent green space).
  - d. Accessory buildings:
    - (1) Accessory buildings shall be of one story construction not to exceed sixteen (16) feet in height.
    - (2) Accessory buildings shall be located on the same parcel of land as the main structure.
    - (3) Nonresidential accessory buildings shall not be permitted.
  - e. Permitted encroachments:
    - (1) Overhangs projecting not more than twenty-four (24) inches, excluding gutter.
    - (2) Stairs and landings not more than three (3) feet in height, projecting no more than four (4) feet into required front or rear yard.
3. Transportation System: Servitude of access, local, or collector street.
4. Special Provisions:
  - a. Where any multi-family residential district (R-3) abuts any residential zoning district or use, a six-foot-high solid wood fence or masonry wall shall border the same and there shall be a buffer strip ten (10) feet wide designated and maintained on the site planted with plant materials acceptable for buffer zones.

**Appendix A. Section XV. - Amendment procedure**

- D. Rezoning guidelines and criteria: The proponent for a change should present reasonable factual proof that two or more of the following criteria are met:
1. The proposed rezoning conforms to land development pattern established by the St. Charles Parish Comprehensive Plan Future Land Use Map and does not create a spot zone that is incompatible with the surrounding neighborhood.
  2. The Land-use pattern or character has changed to the extent that the existing zoning no longer allows reasonable use of the applicant's property, and that the proposed zoning does. In order to determine what is reasonable use of the property, the proponent for the zoning change should consider one or more of the following:
    - a. Consideration of uses on adjacent properties that would limit the use of the site under consideration.
    - b. Consideration of unique or unusual physical or environmental limitations due to size, shape, topography or related hazards or deficiencies.
    - c. Consideration of changes in land value, physical environment or economic aspects which can be shown to limit the usefulness of vacant land or buildings.

3. Potential uses permitted by the proposed rezoning will not be incompatible with existing neighborhood character nor will they overburden public facilities and infrastructure.

The Planning Staff shall base rezoning analyses on these criteria but shall not be prohibited from factoring unique circumstances of the application into the analysis. The Planning and Zoning Commission may state in its recommendations to the Council: its concurrence with, or rejection of, any or all of the proponents' case for the suggested amendment, and/or its position relative to proponents' statements on the case. Planning Staff analyses and recommendations shall be forwarded to the Council along with the Commission's recommendations.

E. Rezoning approval criteria: Before the Council votes to approve a rezoning, there should be reasonable factual proof by the applicant that:

1. The proposed map amendment is in compliance, or is not in conflict, with the goals and recommendations of the St. Charles Parish Comprehensive Plan and Future Land Use Map, also
2. The proposed map amendment does not negatively impact the health, safety, and welfare of the community.

## REZONING GUIDELINE & CRITERIA EVALUATION

1. *The proposed rezoning conforms to the land development pattern established by the St. Charles Parish Comprehensive Plan Future Land Use Map and does not create a spot zoning that is incompatible with the surrounding neighborhood.*

The proposed R-3 zoning does not conform to the *Low-to-Moderate Residential* FLUM designation, which encourages residential uses of lesser intensity as permitted in the R-1A, R-1B, and R-1A(M) zoning districts. The designation does account for some density in the form of duplexes, patio/zero-lot line homes and townhomes, but not at the density permitted under R-3 zoning, and specifically on this site (up to 12 units / 17 units per acre). The request is a spot zone since this would confine the proposed R-3 zoning to a single small site. **The request does not meet the first guideline.**

2. *The Land-use pattern or character has changed to the extent that the existing zoning no longer allows reasonable use of the applicant's property and the proposed zoning does.*

The existing C-2 district was established by a rezone from R-1A(M) in 1982 (PZR-82-27, Ord. No. 82-11-12). The purpose of the rezone was to permit an apartment complex. The existing zoning is still reasonable since R-3 uses can be permitted under C-2 zoning upon approval from the Planning Commission and Parish Council as a Special Permit Use. **The request does not meet the second guideline.**

3. *Potential uses permitted by the proposed rezoning will not be incompatible with existing neighborhood character nor will they overburden public facilities and infrastructure.*

The subject site is located on an unimproved portion of First Street, and properties with frontage along this portion are undeveloped and wooded. Development in the area includes a park and the single family neighborhoods of Preston Hollow and Elkinsville. Single family houses within Preston Hollow abut to the rear of the subject site. While R-3 uses would be incompatible if developed within those neighborhoods, the site is relatively isolated and clearly separated from those developed areas. The lack of a defined neighborhood character along this unimproved portion of First Street provides room for the proposed zoning to be considered, especially since the current zoning permits certain commercial uses by right or R-3 uses as a special permit use. Representatives from the Departments of Waterworks and Wastewater stated that a development potential of 10-12 units would not overburden existing infrastructure, but how connections to the nearest available public facilities will occur is unclear. This would be an issue regardless of zoning or development type. **The request meets the third guideline.**

## DEPARTMENT RECOMMENDATION

**Denial, due to only meeting one of the three rezoning criteria.**

**This request will be forwarded with the Planning Commission's recommendation to the Parish Council for a second public hearing and final determination.**



**St. Charles Parish**  
**Department of Planning & Zoning**  
 14996 River Rd / P.O. Box 302 • Hahnville, LA 70057  
 Phone (985) 783-5060 • Fax (985) 783-6447  
 www.stcharlesparish-la.gov

2023-12-R

Permit/Case #:	
Receipt #:	12755912
Application Date:	7/19/23
Zoning District:	C-2
FLUM Designation:	
Date Posted:	

**APPLICATION FOR ZONING MAP AMENDMENT  
 (CHANGE OF ZONING DISTRICT OR REZONING)**

Fee: \$40 - \$200

Applicant: Arthur C. Blue and Barbara G. Blue  
 Home address: 12 Shadow Lane, Destrehan, LA 70047  
 Mailing address (if different): Same  
 Phone #: 504-473-2541 Email: acblue2@cox.net  
 Property owner: First Evangelist Community Outreach Development Corp.  
 Municipal address of property: \_\_\_\_\_  
 Lot, block, subdivision: Lots M-1, M-2, & M-3, Section 39, T13S, R9E, St. Rose, LA.  
 Change of zoning district from: C-2 to: R3  
 Future Land Use designation of the property: Multi-Family Dwelling  
 (A fact sheet on Future Land Use designations is available at the Planning and Zoning Department).

Your written responses below will be forwarded to the Planning and Zoning Commission and Parish Council to help them make a determination on the merits of your request.

Describe how you plan to use the property if the rezoning is granted: To build townhouses, duplexes, or apartments.

What types of activities occur on adjacent properties today? How is your proposed use compatible with the neighborhood?

North Side - I. C. G. Railroad  
South Side and West Side - Undeveloped Wooded Area  
East Side - Single Family Homes (Preston Hollow Sub.)

Is there something about the property or the surrounding neighborhood that make the rezoning necessary?

The lots are currently zoned C-2 General Commercial District - Retail Sales.

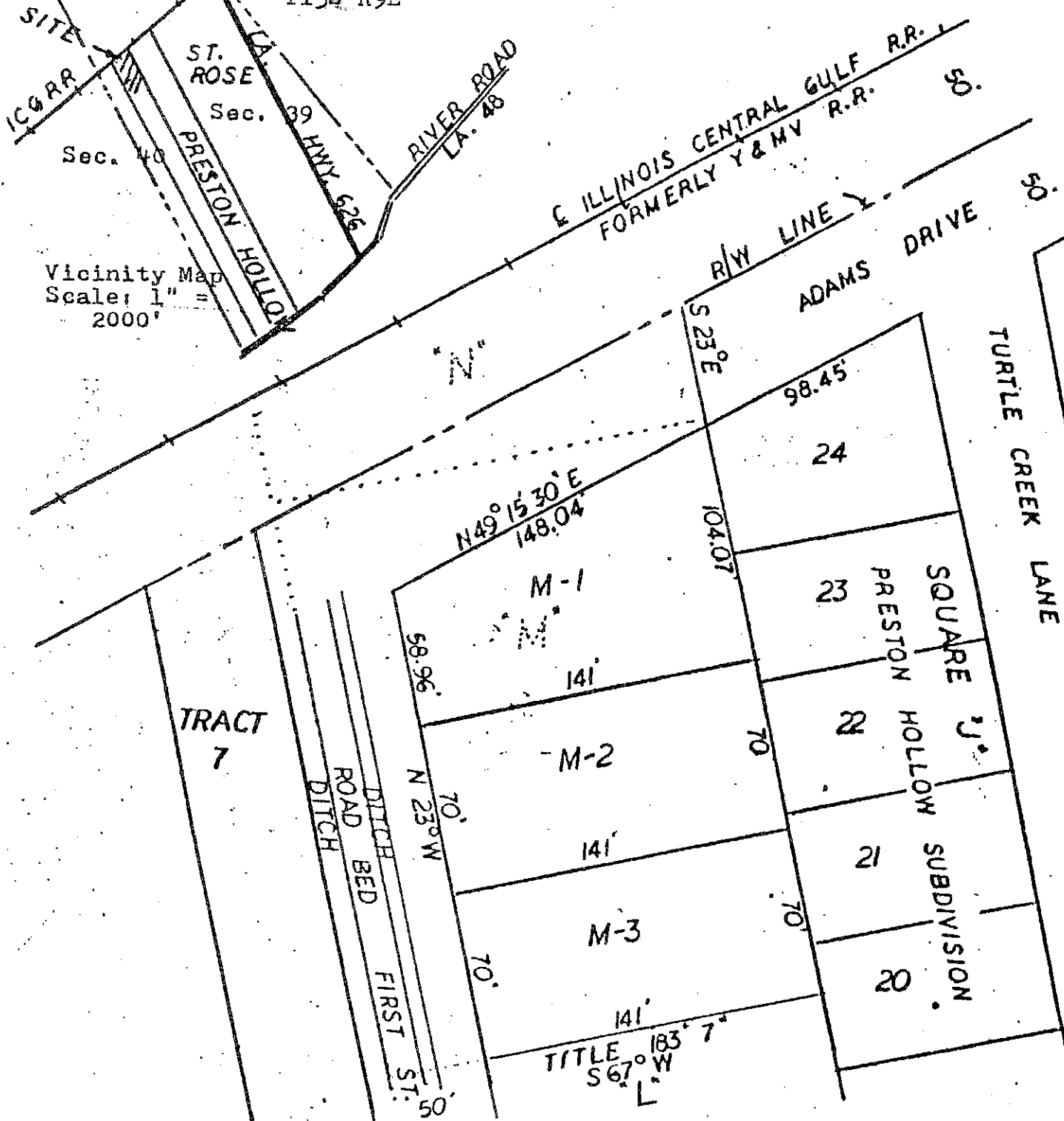
How does your proposed use of the property comply with the Future Land Use designation for the property?

Right now the property is zoned C-2 Commercial; R-3 would be moving closer to what the Land Use designation currently is.

If the property is rezoned, but your project does not develop, explain how other uses allowed in the new zoning district are compatible with the existing neighborhood? A list of allowed uses is available at the Planning and Zoning Department.

Right now the neighborhood is a Residential Area, with the new zoning of Residential it will continue the Residential trend in that area.

T12S R9E  
T13S R9E



Approval/Disapproval

William J. ...  
Planning Comm. Chairman

6/5/86  
Date

Resubdivision of lot "M" of a partition of tracts 8, 9, & 10 of Elkinsville subdivision into lots M-1, M-2, & M-3 in section 39, T13S R9E, St. Rose, La. by Arthur Blue, # 71 Mary St., Norco, La. 70079

Approved:

[Signature]  
Council Chairman

11-17-86  
Date

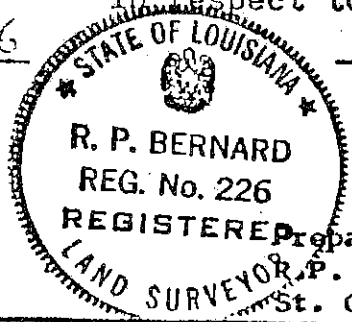
This plat is made in accordance with La. RS 33:5050, et. seq., & all regulations governing platting and comply fully with the zoning requirements of the R-1A district in respect to area & width

Approved:

[Signature]  
Parish President

11/15/86  
Date

SCALE : 1" = 60'  
DATE : August 30, 1982  
0 : Denotes Iron rods set

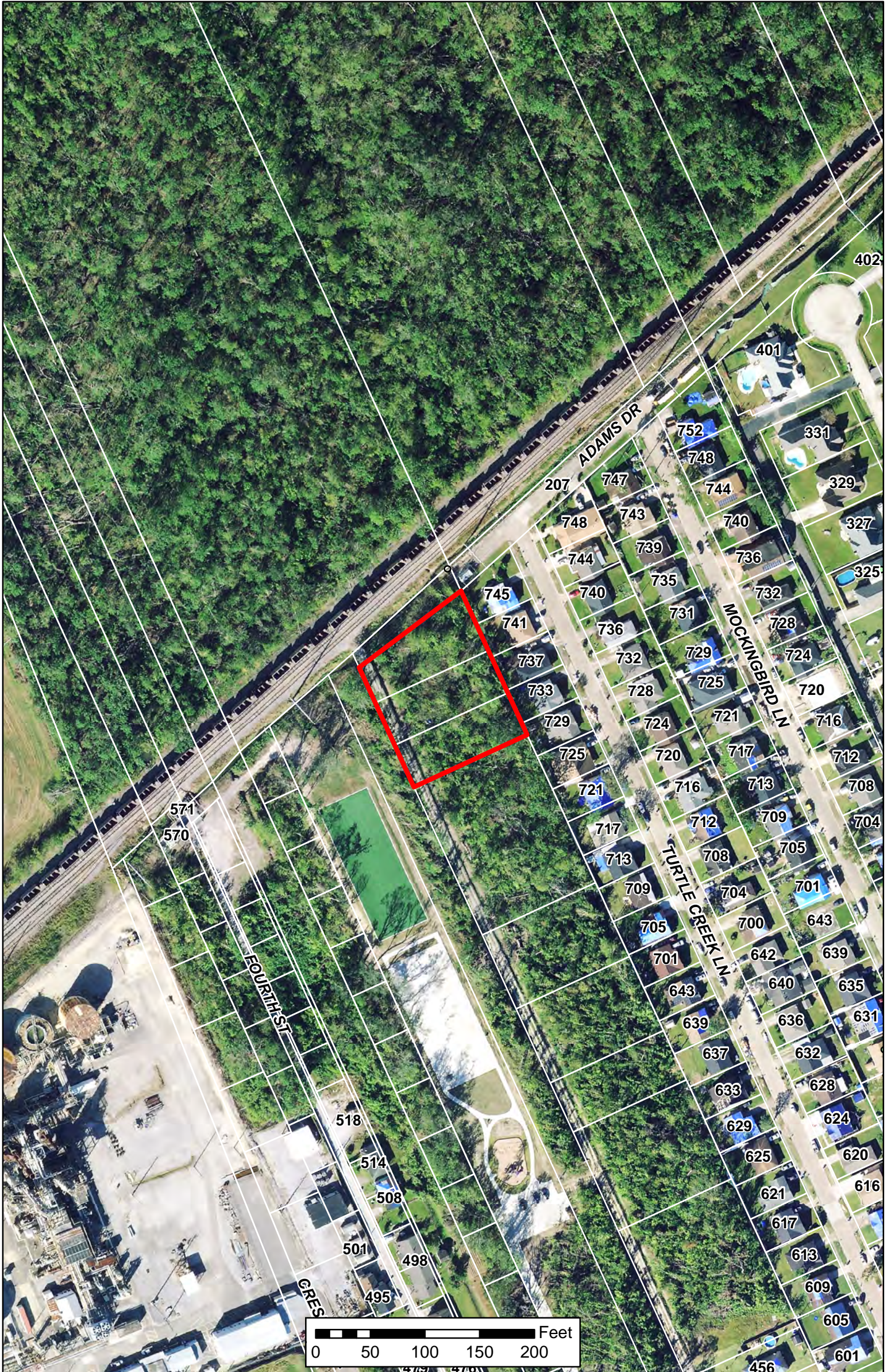


R. P. Bernard  
SURVEYOR

Prepared by the office of  
R. P. Bernard Inc., Boutte,  
St. Charles Parish, La.

1119








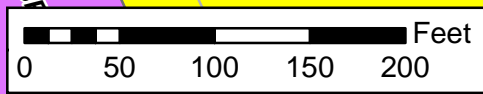
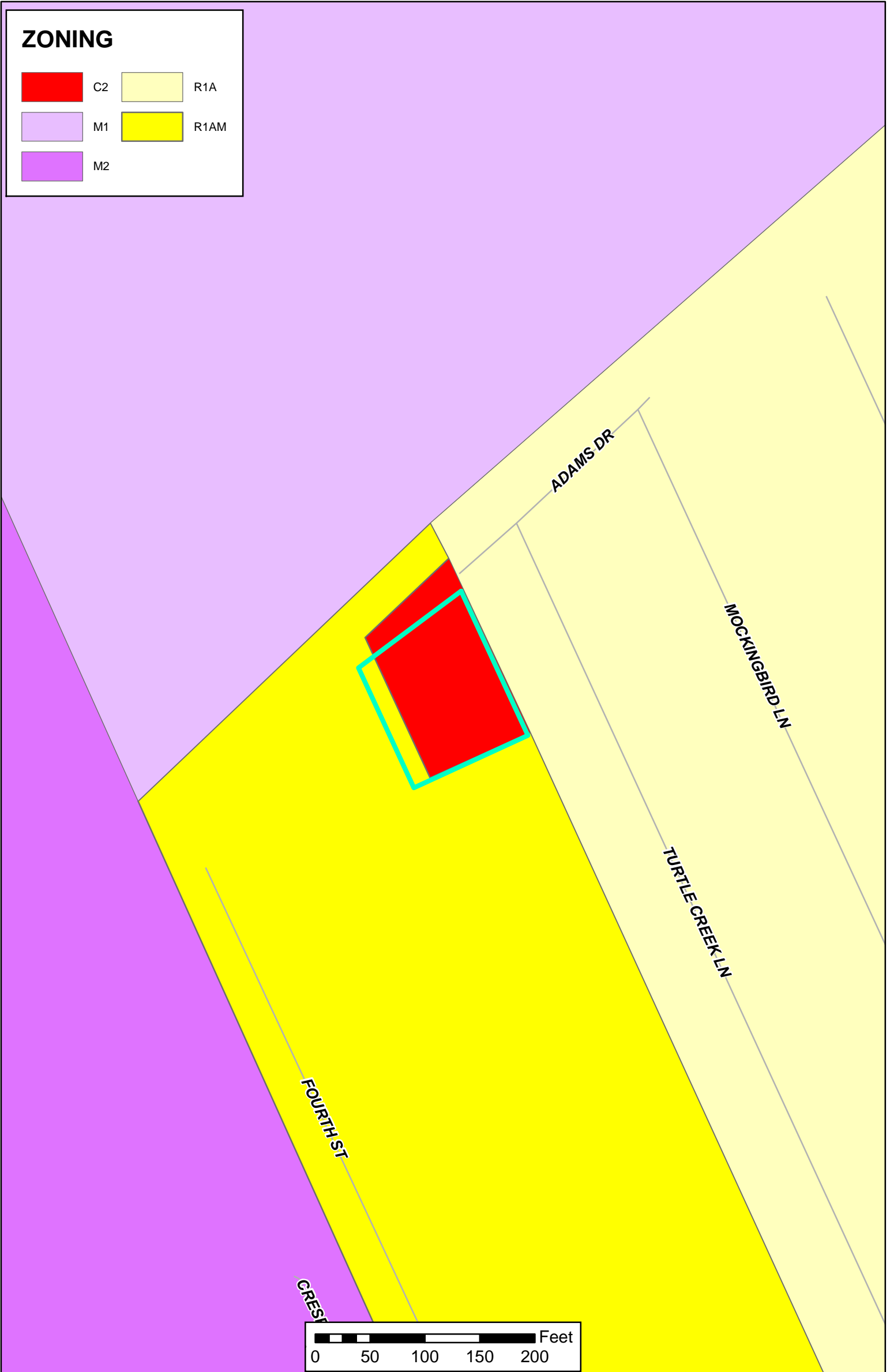









**ZONING**

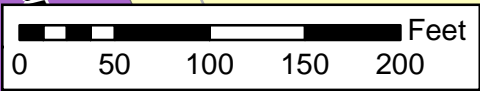
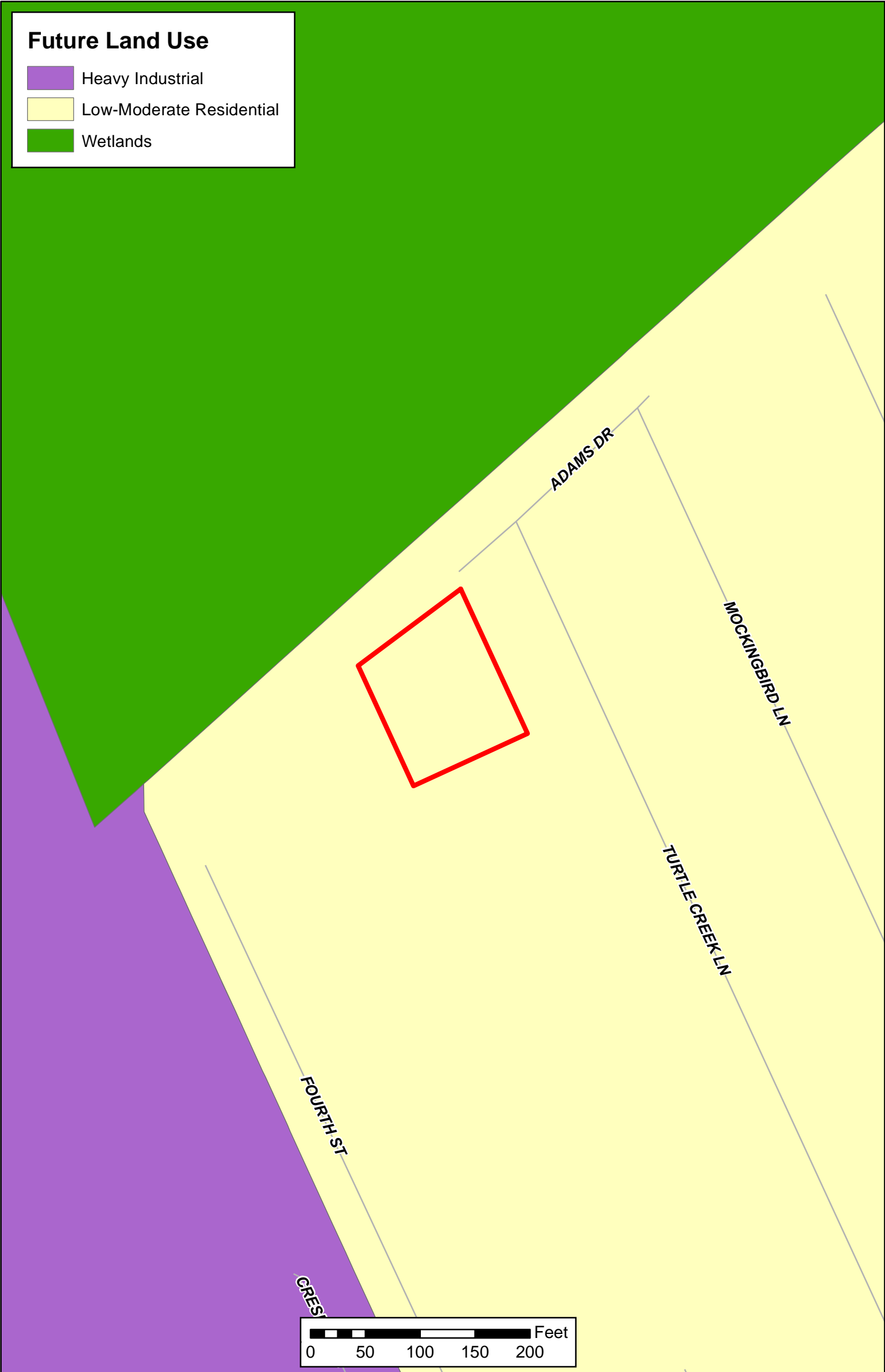
	C2		R1A
	M1		R1AM
	M2		





**Future Land Use**

-  Heavy Industrial
-  Low-Moderate Residential
-  Wetlands





## Department of Planning & Zoning Staff Report – Home Occupation Case No. 2023-20-HOP

### APPLICATION INFORMATION

- **Applicant & Business Location**  
Michael Simmons  
456 Marino Drive  
Norco, LA 70079  
601.569.3897; simmonsmichael132@gmail.com

### BUSINESS INFORMATION

- **Name & Description**  
Titan Electric—Electrical contractor
- **Licensing & Permits**  
Louisiana State Licensing Board for Contractors (LSLBC)
- **Vehicles & Equipment**  
Ram 2500 pickup truck, where hand tools and ladders will be stored.

### SITE INFORMATION

- **Current Use**  
Single-family house
- **Surrounding Zoning & Uses**  
R-1A; the house is located in a developed single-family residential neighborhood.
- **Traffic Access & Parking**  
The house is developed with a driveway providing access to Marino Drive. The driveway measures approximately 55 ft. wide and 27 ft. long and can accommodate approximately five (5) passenger vehicles.
- **Utilities**  
Per the Parish GIS standard utilities are available along Marino Drive.

### APPLICABLE REGULATIONS

#### Appendix A. Section XXII. - Regulations for Home Occupations.

Purpose: It is the intent of this section to regulate home occupations in residential uses. A home occupation is an accessory use of a dwelling unit, conducted by one (1) or more persons who reside at the property. The home occupation is clearly incidental and secondary to the use of the dwelling for residential purposes and does not change the appearance or character thereof or adversely affect neighboring. The intent of these regulations is to preserve the character of the neighborhood, to limit activities that may adversely impact the area, such as increasing noise, traffic, dust, smoke, emissions, and electromagnetic interference; and to foster the growth of small businesses in the community.

- A. When in compliance with the requirements of this section, a home occupation shall be similar in type or character, but not limited to the following uses: Art studio, Child care for not more than five (5) children, contracting services, Cosmetology, Crafting, Dressmaking, Alterations, Tailoring, Internet based sales, Professional offices, Teaching or tutoring inclusive of arts.
- B. *Permit Process:*
  1. Pre-Application Meeting: The Planning Director, or his designated staff, shall advise applicants of the regulations for home occupations such as appropriate activities for home occupations, operational regulations, and consequences for violating operational regulations. The Planning Director, or his designated staff, shall determine whether the premises to be permitted is in compliance with the St. Charles Parish Code of Ordinances, or what measures must be taken to bring the premises into compliance prior to consideration of an application for a home occupation permit.
  2. Application: A citizen who proposes appropriate activities at a residence that is not in violation of the Code of Ordinances may apply for a permit for a home occupation. The applicant must agree to follow operational regulations listed in Section C. When an applicant does not own the subject property, the applicant must provide notarized endorsement of the application by the property owner.
  3. Departmental Review: The Planning Director, or his designated staff, shall determine whether the proposed use complies with the operational regulations of this section.
  4. Public Notice and Comment:

- a. Once the Planning Director has determined that the proposed use meets the general parameters of this code and the operational requirements of this section, the property shall be posted for ten (10) days with a sign stating that the resident has applied for a permit to operate a home occupation and that the Department of Planning and Zoning will receive and record public comment on the application for the same ten (10) calendar days.
  - b. If objections to the proposed activity are submitted to the Planning Director, the application will be forwarded to the Planning Commission for public hearing and consideration.
5. Determination: The Planning Director, or his/her designee, shall consider the nature of the home occupation, the operational regulations, the relationship of the proposed home occupation to neighboring properties, requirements for state permits and licenses, and take one of the following actions:
- a. Issue a Home Occupational Permit with or without written conditions, for those occupations that do not require state or federal permits or licenses.
  - b. Forward applications requiring state or federal permits or licenses along with a recommendation of the Department to the Planning and Zoning Commission for public hearing and decision.
  - c. Deny the application.
- C. *Operational Regulations*:
- 1. No dump truck, bus, construction vehicle, semi-truck, or vehicle of similar nature shall be permitted to park on the subject property as part of a home occupation. Any vehicle or trailer that will be used in the operation of a home occupation must be documented with photographs as part of the application process.
  - 2. There shall be no signs posted which indicate the existence of the home occupation.
  - 3. No non-resident employees or contractors associated with the home occupation will visit the home for business purposes—this includes, but is not limited to picking up work assignments, materials, or payment.
  - 4. There shall be no outdoor storage of materials or products on the premises.
  - 5. Indoor storage of material or products shall not exceed twenty (20) percent of the gross floor area of the dwelling.
  - 6. The home occupation shall not eliminate or impede required off-street parking.
  - 7. The home occupation shall not cause any external effect such as increased noise, excessive traffic, excessive lighting, or offensive odor, which is incompatible with the characteristics of the residential area, or in violation of any applicable governmental code. There shall be no illegal discharge of materials, fluids, or gases into the sewer system, or any other manner of discharging such items in violation of any applicable governmental code.
  - 8. The resident or residents engaged in the home occupation shall possess all required licenses including a St. Charles Parish Occupational License"; Department of Health and Hospitals; and other state or federal permits or licenses.
  - 9. No alcoholic beverages shall be sold, offered, or provided in a commercial capacity in the home where the occupational license is held, in connection with the operation of a home occupation.
  - 10. Home occupation permits are not transferrable as to person or location.
  - 11. Home occupation activities which include the manufacture, sale, or repair firearms (or any related commercial activity) shall be prohibited in R-2 and R-3 residential zoning districts, and shall be additionally prohibited on residentially zoned lots which contain more than one dwelling unit.
- D. *Revocation of Home Occupation Permit*:
- 1. A home occupational permit may be revoked by the Planning Director upon violation of any requirement of this Code, or of any condition or requirement of any permit granted, unless such violation is corrected within five (5) days of notice of such violation.
  - 2. Any such permit may be revoked after three (3) violations of any requirements of this section, or of the conditions of such permit, or where the Planning Director finds that the continuation of the home occupation permit will have a detrimental effect upon the surrounding subdivision or neighborhood.
  - 3. The Planning Director may conduct a public hearing on the revocation of a home occupation permit.
- E. *Appeal*: Any and all appeals to the decision of the Planning Director/Planning Commission shall be to the St. Charles Parish Board of Adjustments in accordance with the provisions of section XIII of this Code.

<b>FINDINGS</b>
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The applicant has applied to domicile Titan Electric, LLC at his residence located at 456 Marino Drive, Norco.

The business was registered with the Secretary of State on February 2, 2023. This request comes before the Planning Commission due to requiring licensing with the Louisiana State Licensing Board for Contractors (license #75876).

The business utilizes a pick-up truck where hand tools and ladders will be stored.

The applicant has acknowledged the Home Occupation Operational Regulations. No complaints or violations are on file for the property or the business owner.

During a site visit a box trailer for In Charge Electric, LLC was identified in the driveway of the subject residence. Per the information available with the Secretary of State, In Charge Electric, LLC has been registered since 2014, is active/in good standing, and has a domicile address of 456 Marino Drive. Planning and Zoning does not have a record of issuing a Certificate of Occupancy for In Charge Electric, LLC at 456 Marino Drive, and neither the School Board nor Sheriff's Office have filings related to this business.

As of this writing staff are working with the operators of In Charge Electric, LLC to ensure the business obtains the following:

- Zoning Compliance from Planning & Zoning (Home Occupation Approval)
- Sales Tax Number from the St. Charles Parish School Board.
- Occupational License from the Sheriff's Office.

<b>DEPARTMENT RECOMMENDATION</b>
----------------------------------

**Approval, with the following stipulation:**

- **Submittal of a home occupation application to initiate legally domiciling In Charge Electric, LLC at 456 Marino Drive, Norco.**



**St. Charles Parish**  
**Department of Planning & Zoning**  
 14996 River Rd / P.O. Box 302 • Hahnville, LA 70057  
 Phone (985) 783-5060 • Fax (985) 783-6447  
 www.stcharlesparish-la.gov

Permit/Case #:	2023-20-HOP
Receipt #:	12818445
Application Date:	8/24/23
Zoning District:	R-1A
FLUM Designation:	Low-Moderate
Date Posted:	

**APPLICATION FOR HOME OCCUPATION PERMIT**

Administrative: \$25  
 State or Federal Permits/Licenses Required: \$200

**Home Occupation:** A business, profession, occupation, or trade conducted within the principle structure of a residential use by residents of the dwelling which is incidental and secondary to the residential use of the dwelling, does not change the essentially residential character of the use, and which complies with the requirements of Section XXII, Home Occupations, of the Zoning Ordinance.

Applicant: Michael M. Simmons

Home address: 456 marino drive Norco La 70079

Mailing address (if different): \_\_\_\_\_

Phone: 601-569-3897 Email: simmons michael132@gmail.com

Property owner: Shawn Bradley

Name of proposed business: Titan Electric

Are state or federal permits/licenses required for your proposed business? YES / ~~NO~~

If yes, please list the agency/office involved: Louisiana State Licening Board

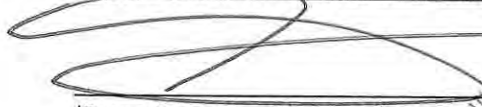
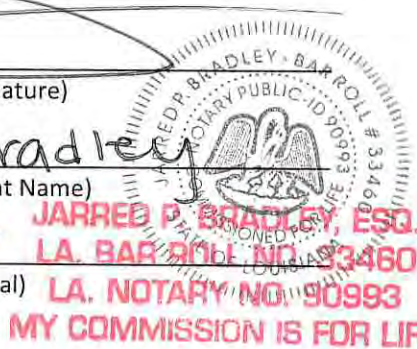
Description of proposed business/business-related activities: Electrical contractor

How many people will be employed by the proposed business? 1

Please list all vehicles/trailers associated with your proposed business, including the year/make/model. Please also indicate where each will be parked/stored. Pictures of each vehicle/trailer must also be supplied.  
2018 Ram 2500

What materials and equipment will be used in the proposed business? Where will these items be stored?  
Basic hand tools and ladders and they will be stored on the 2018 Ram 2500

**If the applicant does not own the property, the property owner(s) must sign and notarize below to indicate their approval/understanding of the proposed business.**

  
 (Property owner - Signature)  
Shawn Bradley  
 (Property owner - Print Name)  
  
 (Notary signature & seal)

8-21-2023  
 (Date)

8-21-2023  
 (Date)

Permit/Case #: \_\_\_\_\_





















## Department of Planning & Zoning Staff Report – Minor Resubdivision Case No. 2023-13-MIN

### APPLICATION INFORMATION

- **Submittal Date:** 8/31/23
- **Applicant / Property Owner**  
Tracy and Monica Trepagnier  
564 Giacomo Drive  
Norco, LA 70079  
504.487.4712; ttrepagnier1@cox.net
- **Request**  
Resubdivision of Lot 12A, Block L, Mule Subdivision, Unit Number One, Section Two into Lots 12A-1 and 12A-2, with waivers from the Subdivision Regulations, Section III.B.3 Arrangement and Section III.C.1 Size.

### SITE INFORMATION

- **Location:** 564 Giacomo Drive, Norco
- **Size of Proposed Lots**
  - Lot 12A-1: 25,320 sq. ft.; 140 ft. wide
  - Lot 12A-2: 5,064 sq. ft.; 60 ft. wide
- **Current Zoning:** R-1A, Single Family Residential
- **Current Use**  
Lot 12A is developed with a single-family residence and an accessory structure. All improvements are shown within proposed Lot 12A-1. Proposed lot 12A-2 would be vacant.
- **Surrounding Zoning:** R-1A
- **Surrounding Uses**  
The site is located in a developed single family residential neighborhood.
- **Flood Zone & Minimum Building Elevation**  
1992 Flood Insurance Rate Map: AE+5  
2013 Digital Flood Insurance Rate Map: X and AE+5  
  
Minimum building elevation is +6 feet.
- **Plan 2030 Recommendation**  
*Low-to-Moderate Residential: Single-family detached dwellings; attached dwellings such as duplexes, patio/zero-lot line homes and townhomes; and accessory units. Neighborhood retail, services, offices and institutions are also permitted in appropriate locations such as along transportation corridors or at intersections (over six dwellings per acre).*
- **Traffic Access**  
Lot 12A has 140 ft. of frontage on Giacomo Drive, where driveway access is provided. Proposed Lot 12A-1 will maintain this access to Giacomo Drive.

Lot 12A-2 is shown with frontage on unimproved Mary Street. If this resubdivision is approved and development on Lot 12A-2 is considered, it would be subject to those requirements addressing residential development on sub-standard streets.

Additionally, approval from the Department of Public Works would be required to permit a driveway culvert across the open swale drainage within unimproved Mary Street.

▪ **Utilities**

Per the Parish GIS standard utilities are available along Giacomo Drive. Open swale drainage is located along unimproved Mary Street. If this resubdivision is approved and development on Lot 12A-2 is considered, any utility extensions, specifically connection to the nearest water and sewer lines, must be done at the expense of the property owner/developer.

▪ **Development History**

Mule Subdivision Number One, Section Two was platted in 1950. Number Two, Section Two was platted in 1956.

Original lots 12 and 13, Block L, Mule Subdivision Number One, Section Two were consolidated into Lot 13A as per the resubdivision survey by Stephen P. Flynn, PLS dated June 26, 1996 (PZS-1996-46).

Subject Lot 12A resulted from a consolidation of Lot 13A with Lots 12-15, Sq. 11, Mule Subdivision Number Two, Section Two as per the resubdivision survey by Stephen P. Flynn, PLS dated May 8, 2012 (PZS-2012-23).

<b>APPLICABLE REGULATIONS</b>
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**Appendix A. Section VI. – Zoning District Criteria and Regulations**

[I.] *R-1A. Single family residential detached conventional homes*—Medium density.

*Policy statement:* This district is composed of areas containing one-family dwellings constructed on a permanent foundation, connected to public utilities and which meet the architectural standards of a permanent residence. The district regulations are designed to protect the residential character of the areas by prohibiting all commercial activities; to encourage a suitable neighborhood environment for family life by including among the permitted uses such facilities as schools and churches; and to preserve the openness of the areas by requiring certain minimum yard and area standards to be met.

1. Use Regulations:
  - a. A building or land shall be used only for the following purposes:
    - (1) Site-built single-family detached dwellings
    - (2) Accessory uses
    - (3) Private recreational uses
  - b. Special exception uses and structures include the following:
    - (1) Parks, public libraries, fire stations, police or sheriff's stations or substations, and sewer pumping stations.
    - (2) Showing the operation of historic buildings and/or sites and their related activities, provided a certificate from the United States Department of Interior is furnished by the owner verifying that the building and/or site is on the National Register of Historic Places.
    - (3) Accessory uses to golf courses and country clubs limited to the following:
      - art studios
      - churches and religious institutions
      - commercial recreation facilities
      - commercial schools
      - personal service businesses, examples include but are not limited to beauty shops and barber shops, acupuncture, and massage services
      - professional offices, examples include but are not limited to doctors, dentists, engineers, architects, landscape architects, plan services, realtors, insurance
      - restaurants and cafeterias
  - c. Special permit uses and structures include the following:
    - (1) Child care centers.
    - (2) Public and private schools (except trade, business, and industrial).
    - (3) Golf courses (but not miniature courses or driving ranges), country clubs, and accessory commercial uses on such properties.
    - (4) Educational, religious and philanthropic institutions. These buildings must be set back from all yard lines a distance of at least one (1) foot for each foot of building height.
    - (5) Modular, panelized and precut homes, provided that they are placed on a permanent foundation.
    - (6) *Reserved.*
    - (7) Private commercial access roads, upon review by the Planning Commission and supporting resolution of the Council.
    - (8) Accessory dwelling units upon approval by the Planning Commission and supporting resolution of the Council.
    - (9) Garden Home Developments in accordance with Section VII Supplemental Regulations upon review and recommendation of the Planning Commission and supporting resolution of the St. Charles Parish Council.
2. Spatial Requirements:
  - a. Minimum lot size: Six thousand (6,000) square feet per family; minimum width—sixty (60) feet.
  - b. Minimum yard sizes:
    - (1) Front—Twenty (20) feet.
    - (2) Side—Five (5) feet.

- (3) Rear—Twenty (20) feet.
  - (4) For lots with less than one hundred (100) feet depth, front setback and rear setback shall be twenty (20) percent of lot depth respectively with a minimum of ten (10) feet to the front lot line and five (5) feet to the rear lot line.
  - (5) Whenever property abuts a major drainage canal as defined by the Subdivision regulations the required setback for all structures shall be ten (10) feet measured from the inner boundary of such servitude or right-of-way, notwithstanding any other more restrictive setbacks, this provision shall not apply to any lot of record created and existing prior to the effective date of Ordinance No. 99-12-8, December 15, 1999.
- c. Accessory buildings:
    - (1) An accessory building may occupy no more than twenty-five (25) percent of the required rear yard.
    - (2) The accessory building shall not exceed two-story construction.
    - (3) Minimum setback of accessory buildings including overhangs, shall be three (3) feet.
    - (4) Nonresidential accessory buildings shall not be permitted.
  - d. Permitted encroachments:
    - (1) Overhangs projecting not more than twenty-four (24) inches, excluding gutter. For accessory buildings, overhangs shall not be closer than three (3) feet to any property line.
    - (2) Stairs and landings not more than three (3) feet in height, projecting no more than four (4) feet into required front or rear yard.

### **Appendix C. Section II. Subdivision Procedure**

#### **C. Minor Resubdivisions.**

1. In instances where a net increase of five (5) or fewer lots is proposed by subdivision or resubdivision and no new or additional public improvements are required, no formal preliminary plat shall be required. The plan of resubdivision shall comply with requirements outlined in section II.C.3 of this section, and with all relevant land use regulations, including the St. Charles Parish Zoning Ordinance and Subdivision Regulations. The Planning and Zoning Commission may approve or deny the application. The basis for denial shall be stated at the meeting and on the record of the Planning and Zoning Commission.
2. Traffic Impact Analysis. A Traffic Impact Analysis, including all required documentation, shall be submitted in accordance with the Parish's Traffic Impact Analysis Policy.
3. Consecutive Minor Subdivisions. The Minor Resubdivision process is not intended to create major subdivisions from multiple minor subdivisions. Whenever a minor subdivision results in a net increase of lots, parcels, or tracts, no application for a further increase of lots shall be considered by the Planning Commission for a period of two years from the date of recordation unless a majority of the Planning Commission votes to consider the consecutive request to resubdivide into additional lots. This restriction shall not prohibit a property owner from changing boundary lines by administrative resubdivision.
4. Subdivisions and resubdivisions which meet the guidelines contained in Section II.C. of these regulations shall be presented to the Department of Planning and Zoning in the form of a plan which conforms to the laws of the State of Louisiana governing surveying, platting, and subdivision of land. The proposed subdivision shall contain the following information;
  - a. Location of the property.
  - b. Name(s) and address(es) of the owners.
  - c. Name and address of the Land Surveyor preparing the plan as well as the date the survey was prepared. The survey shall be dated within one (1) year of the subdivision application date.
  - d. Existing property lines and lot numbers, including names and width of adjoining streets.
  - e. Proposed property lines and revised numbers of proposed lots.
  - f. Location and dimensions of existing buildings.
  - g. Layout and dimensions of all existing, proposed, and required servitudes and rights-of-way, including but not limited to servitudes for sidewalks, utilities, access, drainage ditches, and canals.
  - h. Existing lakes and ponds.
  - i. North arrow and scale.
  - j. The following note shall be added to all resubdivision maps: All necessary sewer, water and/or other utility extensions, relocations or modifications shall be made solely at the lot owner's expense.
  - k. Stormwater Pollution Prevention Plan. For Minor Subdivisions that involve more than one (1) acre, the MS4 Administrator may require the submittal of a Stormwater Pollution Prevention Plan and/or Post Construction Stormwater Permit, including all required documentation, in accordance with Chapter 25—Stormwater Management and Erosion and Sedimentation Control.
  - l. The following note shall be added to resubdivision maps that result in a net increase of lots: No lot created by this act of subdivision shall be divided in such a way that another net increase in the number of lots occurs for a period of two years.

#### **Appendix C. Section III. Geometric Standards B. Blocks**

3. Arrangement. All lots shall possess frontage on a street or roadway that meets the specifications of these regulations. When the subdivision of a parcel of land does not permit a normal street arrangement due to size or location of the land, there may be established a street with a cul-de-sac or turning circle which provides proper access to all lots. A cul-de-sac or turning circle, as described in Section III.A.2.e., shall be required at the end of dead end streets when the length of the dead end street exceeds the width of two (2) lots.

#### **Appendix C. Section III. Geometric Standards C. Lots**

1. Size. The width, depth, area, and minimum building setback line shall conform to the St. Charles Parish Zoning Ordinance for the type of development.

#### **Appendix C. Section V. Administrative**

##### **B. Variations and Exceptions**

1. The regulations contained herein may be varied or modified where the literal enforcement of one or more provisions of the ordinance (i) is impracticable, or (ii) will exact undue hardship because of peculiar conditions pertaining to the land in question. Financial hardships shall not be considered as valid criteria for any such waiver or modification of existing regulations. The Planning Commission, with a supporting resolution of the Council, may grant such a waiver or modification of these regulations only when such requests meet the conditions of this subsection and are not detrimental to the public interest.

## FINDINGS

This minor resubdivision proposes dividing one (1) lot into two (2).

Proposed Lot 12A-1 meets the minimum area and width requirements for the zoning district as well as geometric standards. Improvements meet required setbacks.

Proposed Lot 12A-2 meets the minimum width requirement but does not meet geometric standards, specifically items III.B.3. Arrangement and III.C.1. Size, which state:

- *All lots shall possess frontage on a street or roadway that meets the specifications of these regulations.*
- *The width, depth, area, and minimum building setback line shall conform to the St. Charles Parish Zoning Ordinance for the type of development.*

Proposed Lot 12A-2's frontage is limited to unimproved Mary Street which does not meet the specifications of the Subdivision Regulations. Lot 12A-2 also consists of 5,064 sq. ft. when 6,000 sq. ft. is required.

The applicant has requested a waiver from both requirements, citing the intention to sell Lot 12A-2 to the owner of an adjacent property, as reflected in a purchase agreement submitted with the application.

The Department does not support the waiver request.

The portion of the subject site shown as proposed Lot 12A-2 and intended to be sold to an adjacent property owner, could be separated from Lot 12A and incorporated into the adjacent property through a joint administrative resubdivision application. This could be processed without a public hearing and would avoid creating a nonconforming lot.

## DEPARTMENT RECOMMENDATION

**Denial.**

**If the Planning Commission approves this request, it will be forwarded to the Parish Council for consideration of a supporting resolution.**

**If the Planning Commission supports the waiver request and approves the resubdivision, the approval should be stipulated on the submittal of a follow-up administrative resubdivision for the consolidation of Lot 12A-2 into the adjacent property. Planning and Zoning could withhold forwarding the request for the Council's supporting resolution of the waivers until such application is submitted.**

Name: Tracy Trepagnier  
Address: 564 Giacomo St., Norco, LA 70079  
Case Number: 2023- 13 -MIN

Members of the St. Charles Parish Planning Commission:

This minor resubdivision request does not meet all requirements of the St. Charles Parish Subdivision Regulations of 1981, specifically:

- **Section III.B.3. Arrangement.** All lots shall possess frontage on a street or roadway that meets the specifications of these regulations.
- **Section III.C.1. Size.** The width, depth, area and minimum building setback line shall conform to the St. Charles Parish Zoning Ordinance for the type of development.

The literal enforcement of these provisions of the ordinance is impracticable or will exact undue hardship because of peculiar conditions pertaining to the land in question, which includes:

Lot being sold to adjacent neighbor is less than  
8000 sq. ft.

lot east side frontage is on Mary st. which is  
unimproved in this block.

Please consider this waiver request with my application.

Thank you.

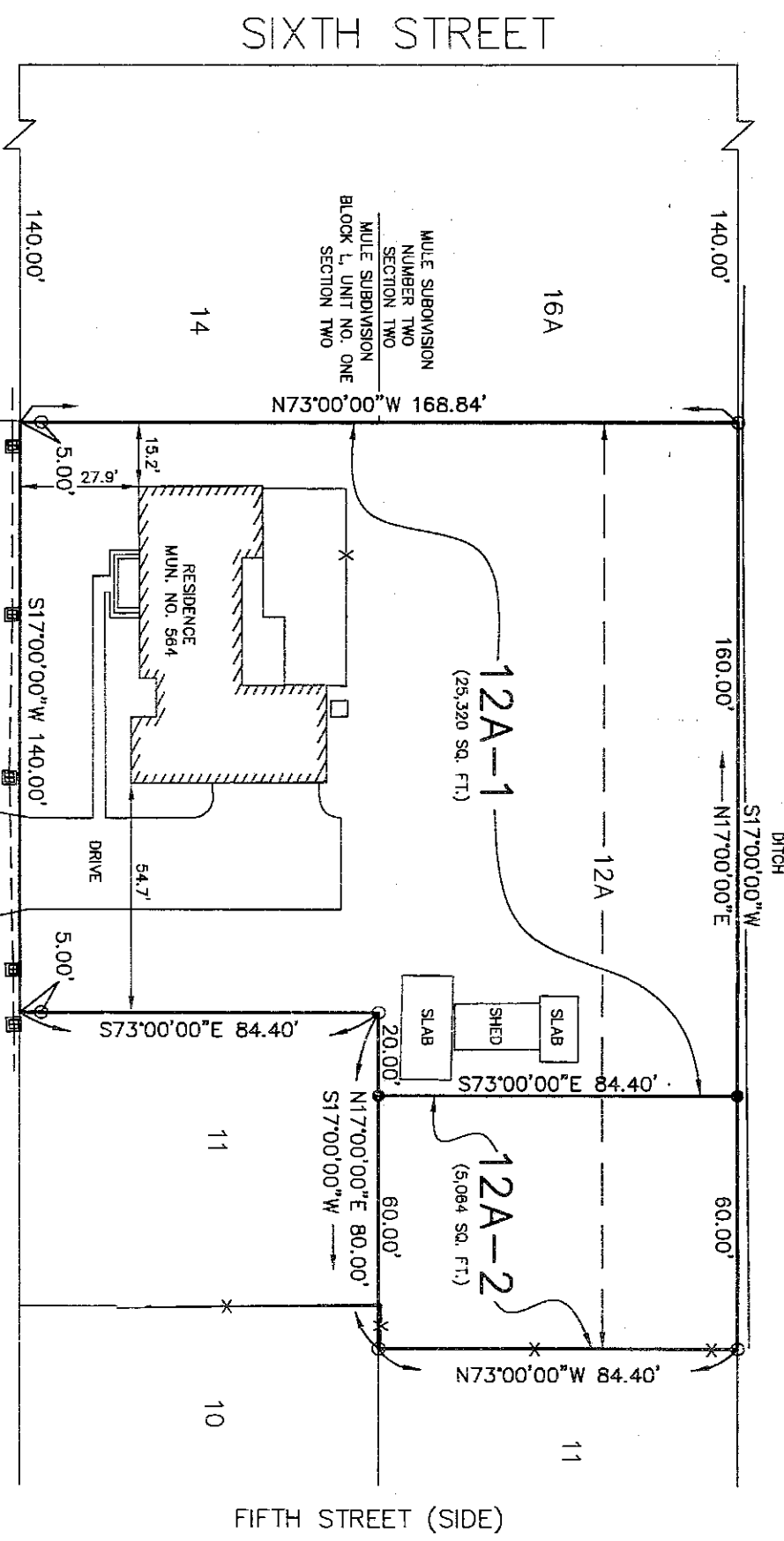
Applicant Signature: T. Trepagnier

Date: 9/20/23.





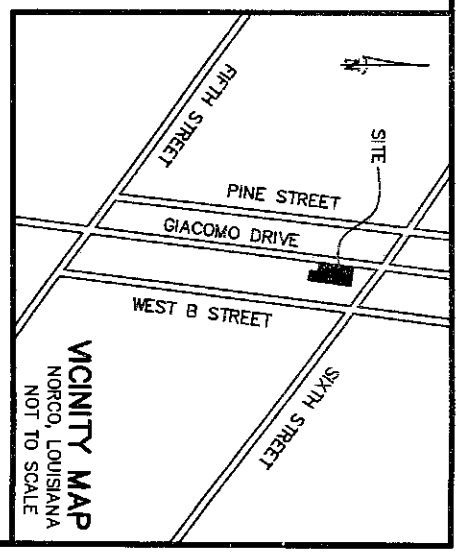
MARY STREET  
(UNIMPROVED)



**TITLE: SURVEY PLAT AND RESUBDIVISION OF LOT 12A, BLOCK L, MULE SUBDIVISION, UNIT NO. ONE, SECTION TWO INTO A LOT HEREIN DESIGNATED AS LOT 12A-1, BLOCK L, MULE SUBDIVISION, UNIT NO. ONE, SECTION TWO & LOT 12A-2, MULE SUBDIVISION, NUMBER TWO, SECTION TWO**  
 SITUATED IN SECTION 6, T-12-S, R-8-E,  
 NORCO, ST. CHARLES PARISH, LOUISIANA.

**DATE:** AUGUST 15, 2023  
**SURVEY REFERENCE:** SURVEY PLAT AND RESUBDIVISION OF LOT 13A, BLOCK L, MULE SUBDIVISION, UNIT NO. ONE, SECTION TWO & LOTS 12, 13, 14, 15, 16 & 17, SQUARE 11, MULE SUBDIVISION NUMBER TWO, UNIT NO. ONE, SECTION TWO & LOT 16A, SQUARE 11, MULE SUBDIVISION NUMBER TWO, SECTION TWO BY STEPHEN P. FLYNN, P.L.S. DATED MAY 8, 2012

**BASIS OF BEARING:** TAKEN FROM REFERENCED SURVEY PLAT NO. 1.  
**SURVEYOR'S NOTES:**  
 A. THIS PLAT IS CORRECT AND IN ACCORDANCE WITH A PHYSICAL SURVEY MADE ON THE GROUND UNDER THE DIRECTION OF THE UNDERSIGNED AND COMPLETES WITH THE REQUIREMENTS OF LOUISIANA'S "STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS" FOR A CLASS B SURVEY.  
 B. NO TITLE OPINION WAS PROVIDED TO THIS FIRM, THEREFORE NO CERTIFICATION IS GIVEN TO THE EXISTENCE OF OTHER SERVITUDES OR EASEMENTS WHICH MAY EXIST OTHER THAN THOSE SHOWN.  
 C. MINIMUM SETBACK LINES AND SERVITUDES SHOWN ARE BASED ON THE REFERENCED SURVEY PLAT. THE APPROPRIATE PARISH AUTHORITY OR NEIGHBORHOOD REGULATORY BOARD SHOULD BE CONSULTED FOR FINAL DETERMINATION.

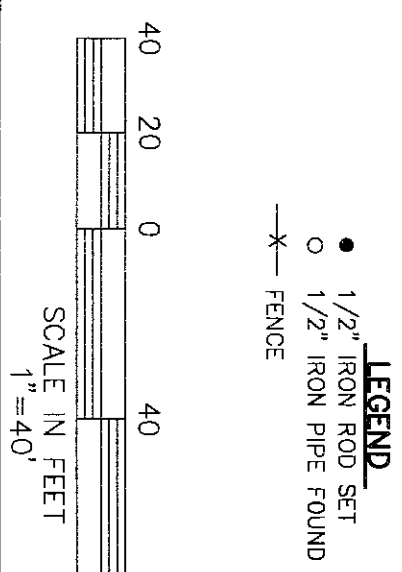


APPROVED: \_\_\_\_\_  
 PARISH PRESIDENT \_\_\_\_\_ DATE \_\_\_\_\_  
 DIRECTOR, DEPT. OF PLANNING AND ZONING \_\_\_\_\_ DATE \_\_\_\_\_

CERTIFICATION: THIS IS TO CERTIFY THAT THIS PLAT IS MADE IN ACCORDANCE WITH LA REVISED STATUTES 33:5051 ET. SEQ. AND CONFORMS TO ALL PARISH ORDINANCES GOVERNING THE SUBDIVISION OF LAND.

RECORDED IN THE CLERK OF COURT'S OFFICE  
 ST. CHARLES PARISH, LOUISIANA  
 ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_  
 INSTRUMENT NUMBER \_\_\_\_\_  
 ALL NECESSARY SEWER, WATER AND/OR OTHER UTILITY EXTENSIONS SHALL BE MADE BY AND SOLELY AT THE LOT OWNER'S EXPENSE

*Stephen P. Flynn*  
 STEPHEN P. FLYNN  
 P.L.S. LA. ST. REG. NO. 4668



DRAWN BY: KPB DRAWING NO. MM0276\_W05065

**RIVERLANDS SURVEYING COMPANY**  
 505 HEMLOCK STREET  
 LAPLACE, LA. 70068  
 1-800-248-6982  
 985-652-6356



# choice title

## ACKNOWLEDGEMENT OF NON-REPRESENTATION AND WAIVER OF PRIVILEGE

Parties to this document acknowledge that:

1. Employees and or agents of Choice Title Inc. (hereafter "Choice") have provided information and/or assistance in completing a Real Estate Purchase agreement (hereafter "REPA").
2. Parties to this REPA acknowledge that any employee, agent, or attorney employed by Choice serves as a neutral, third-party, whose sole purpose and role in this transaction is to act as a neutral facilitator of said transaction.
3. Employees, agents, and/or attorneys employed by Choice do not represent any parties to this REPA individually, and any information provided by Choice is solely in its capacity as a third party neutral, and
4. Parties to this REPA do knowingly waive any Attorney-Client privilege for communications between Parties and Choice employees, agents, or attorneys.

SIGN: X.T. Trepagnier  
 PRINT: Tracy Trepagnier

Buyer  
 SIGN: [Signature]  
 PRINT: Jordan Weber

Brett,  
 Saw you yesterday, Monday  
 about selling lot to neighbor.  
 Got App filled out & notarized  
 Have copy of purchase  
 agreement with, new survey  
 prints. Call me once you  
 look at this. Thanks  
 504-487-4712 Tracy Trepagnier

TBD Remton of Lot 12-A Based on new survey to be provided

7-26-23

PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

DATE

LOUISIANA RESIDENTIAL AGREEMENT TO BUY OR SELL

12A-2

FSBO

Form with fields for Listing Firm, Selling Firm, Dual Agent, Seller's/Buyer's Designated Agent Name, License Number, Brokerage Name, Agent Phone Number, Brokerage Phone Number, Email Address, Name of Agent Receiving Agreement, Agreement transmitted by, Signature of Designated Agent, and Comments. The entire form is crossed out with a large diagonal line.

Electronic Notice Authorization

The BUYER further authorizes his or her agent to electronically deliver notices and other communications to the email address he or she provided to his or her agent. Furthermore, the BUYER authorizes the Seller's agent to electronically deliver notices and communications to the Buyer's agent at the email address shown above.
The SELLER further authorizes his or her agent to electronically deliver notices and other communications to the email address he or she provide to his or her agent. Furthermore, the SELLER authorizes the Buyer's agent to electronically deliver notices and communications to the Seller's agent at the email address shown above.
The authorization contained in this Section is not an authorization for the Buyer's agent to communicate directly with the SELLER or a Seller's agent to communicate directly with the BUYER.
The BUYER and SELLER agree the use of electronic documents and digital signatures is acceptable and will be treated as originals of the signatures and documents transmitted in this real estate transaction.

BUYER'S Initials XTW BUYER'S Initials
BUYER'S Initials BUYER'S Initials

SELLER'S Initials XTC SELLER'S Initials XMT
SELLER'S Initials SELLER'S Initials



TBD Portion of Lot 12A Based on new survey to be provided 7-26-23  
 PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP) DATE  
12A-2

1 **PROPERTY DESCRIPTION** We offer and agree to Buy/Sell the property at:  
 2 (Municipal Address) TBD Portion of Lot 12A Based on new survey to be provided  
 3 City Norco; Zip 70079; Parish St Charles Louisiana,  
 4 (Legal Description) TBD Based on new Survey of Lot 12A portion 60x84  
 5 \_\_\_\_\_ on lands and grounds measuring approximately (# 60x84)  
 6 or as per record title; including all buildings, structures, component parts, and all installed, built-in, permanently attached improvements,  
 7 together with all fences, security systems, all installed speakers or installed sound systems, all landscaping, all outside TV antennas, all satellite  
 8 dishes, all installed and/or built-in appliances, all ceiling fans, all air conditioning or heating systems including window units, all bathroom  
 9 mirrors, all window coverings included but not limited to blinds, drapes, curtains, window shades, window coverings, all associated window  
 10 covering hardware, all shutters, all flooring, all carpeting, all cabinet tops, all cabinet knobs or handles, all doors, all door knobs or handles, all  
 11 doorbells, all windows, all roofing, all electrical systems, all installed security systems, installed generators, attached television mounts, gas  
 12 logs, and all installed lighting fixtures, chandeliers and associated hardware, other constructions permanently attached to the ground. If owned  
 13 by the SELLER prior to date of this Agreement, standing timber, unharvested crops and ungathered fruits of trees on the property shall be  
 14 conveyed to the BUYER. The following movable items here remain with the property, but are not to be considered as part of the Sale Price are  
 15 transferred without any warranty and have no value: \_\_\_\_\_  
 16 \_\_\_\_\_  
 17 \_\_\_\_\_  
 18 \_\_\_\_\_  
 19 \_\_\_\_\_  
 20 \_\_\_\_\_  
 21 \_\_\_\_\_  
 22 \_\_\_\_\_  
 23 \_\_\_\_\_  
 24 \_\_\_\_\_

25 All items listed herein are included in the property sold no matter how they are attached or installed, provided that any or all of these items are  
 26 in place at the time of signing of this Agreement to Buy or Sell (the "Agreement"), unless otherwise stated herein. (All of the above contained in  
 27 lines 2 through 24 are collectively referred to herein as the "Property.") The following items are excluded from the Property sold:  
 28 \_\_\_\_\_  
 29 \_\_\_\_\_  
 30 \_\_\_\_\_  
 31 \_\_\_\_\_  
 32 \_\_\_\_\_

**MINERAL RIGHTS:** If the SELLER transfers any mineral rights, they are to be transferred without warranty.  
ZERO (0%) of the mineral rights owned by the SELLER are to be reserved and  
 retained by the SELLER. The SELLER shall waive any right to use the surface for any such reserved and retained mineral activity or use.

BUYER <u>X [Signature]</u>	SELLER <u>X [Signature]</u>
BUYER _____	SELLER <u>X [Signature]</u>
BUYER _____	SELLER _____
BUYER _____	SELLER _____

**PRICE:** The Property will be sold and purchased subject to title and zoning restrictions, servitudes of record, and law or ordinances affecting  
 the Property for the sum of FIVE THOUSAND DOLLARS (\$5,000) (the "Sale Price").

**ACT OF SALE:** The Act of Sale is to be executed before a settlement agent or Notary Public to be chosen by the BUYER, on  
8-22, 2023, or before if mutually agreed upon. Any change of the date for execution of the Act of  
 Sale must be mutually agreed upon in writing and signed by the SELLER and the BUYER. At closing, the BUYER must provide "good funds" as  
 required by Louisiana statute LA R.S. 22:532 et seq.

BUYER'S Initials X JW BUYER'S Initials \_\_\_\_\_  
 BUYER'S Initials \_\_\_\_\_ BUYER'S Initials \_\_\_\_\_

SELLER'S Initials X TT SELLER'S Initials X MT  
 SELLER'S Initials \_\_\_\_\_ SELLER'S Initials \_\_\_\_\_



TBD Portion of Lot 12A Based on new survey of lot 16 7-26-23  
PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP) *be provided* DATE

49 **OCCUPANCY:** Occupancy/possession and transfer of keys/access is to be granted at Act of Sale unless otherwise mutually agreed upon in  
50 writing.

51  
52 **CONTINGENCY FOR SALE OF BUYER'S OTHER PROPERTY:**

- 53
- 54  This sale is contingent on the sale of other property by the BUYER and the contingency language found either in lines 343-352 or the attached addendum shall apply.
- 55
- 56
- 57  This sale is not contingent upon the sale of other property by the BUYER nor is the loan needed by the BUYER to obtain the Sale Price contingent on the BUYER'S sale of any property.
- 58
- 59

60 **FINANCING:**

61  
62  **ALL CASH SALE:** The BUYER warrants the BUYER has cash readily available to close the sale of this Property.

63  
64  **FINANCED SALE:** This sale is conditioned upon the ability of BUYER to borrow with this Property as security for the loan the sum of  
65 \_\_\_\_\_ (\$ \_\_\_\_\_) or \_\_\_\_\_ (%) of the Sale Price by a mortgage  
66 loan or loans at an initial interest rate not to exceed \_\_\_\_\_ (%) per annum, interest and principal, amortized over  
67 a period of not less than \_\_\_\_\_ (# \_\_\_\_\_) years, payable in monthly installments or on any other terms as may be acceptable to the BUYER  
68 provided that these terms do not increase the cost, fees or expenses to the SELLER. The loan shall be secured by *(Check all that apply):*

- 69
- 70  Fixed Rate Mortgage                       FHA Insured Mortgage
- 71  Adjustable Rate Mortgage               Owner Financing
- 72  Rural Development                       Bond Financing
- 73  VA Guaranteed Mortgage               Conventional Mortgage
- 74  Other \_\_\_\_\_

75  
76 The BUYER agrees to pay discount points not to exceed N/A \_\_\_\_\_ (%) of the loan amount.  
77 Other financing conditions \_\_\_\_\_

78  
79  
80  
81  
82 The BUYER acknowledges and warrants that the BUYER has available the funds which may be required to complete the sale of the Property including, but not limited to, the deposit, the down payment, closing costs, pre-paid items, and other expenses. If this sale is a Financed Sale, BUYER acknowledges that any terms and conditions imposed by BUYER'S lender(s) or by the Consumer Financial Protection Bureau shall not affect or extend the BUYER'S obligation to execute the Act of Sale or otherwise affect any terms or conditions of this Agreement except as otherwise set forth herein. The BUYER shall supply the SELLER written documentation from a lender that a loan application has been made and the BUYER has given written authorization to lender to proceed with the loan approval process within \_\_\_\_\_ (# \_\_\_\_\_) calendar days after the date of acceptance of this offer by both parties. If the BUYER fails to make loan application, and to supply SELLER with written documentation of that application and BUYER'S written authorization for lender to proceed with loan process within this period, the SELLER may, at the SELLER'S option, elect, in writing, to terminate the Agreement and declare the Agreement null and void, by giving the BUYER written notice of the SELLER'S termination. In the event the BUYER is not able to secure financing, the SELLER reserves the right to provide all or part of mortgage loan(s) under the terms set forth above.

93  
94 **PRORATIONS/OTHER COSTS:** Real estate taxes, flood insurance premium if assumed, rents, condominium dues, assessments, and/or other dues owed to homeowners' associations and the like for the current year are to be prorated through the date of the Act of Sale. Act of Sale costs, abstracting costs, title search, title insurance and other costs required to obtain financing, shall be paid by the BUYER, unless otherwise stated herein. All necessary tax, mortgage, conveyance, release certificates or cancellations and the SELLER closing fees, if any, shall be paid by the SELLER. The SELLER shall pay all previous years' taxes, assessments, condominium dues, and/or dues owed to homeowners' associations and the like. All special assessments bearing against the Property prior to Act of Sale, other than those to be assumed by written agreement, as of the date of the Act of Sale, are to be paid by the SELLER.

95  
96  
97  
98  
99  
100  
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SELLER'S Initials XIT SELLER'S Initials XMT  
SELLER'S Initials \_\_\_\_\_ SELLER'S Initials \_\_\_\_\_





TBD Portion of Lot 12-A Based on new survey to be provided

7-26-23

PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

DATE

101 APPRAISAL: [X] This sale is NOT conditioned on appraisal. [ ] This sale IS conditioned on the appraisal of the Property being not less than
102 the Sale Price. The SELLER agrees to provide the utilities and access for appraisals. If the appraised value of the Property is equal to or greater
103 than the Sale Price, the BUYER shall pay the Sale Price agreed upon prior to the appraisal. If the appraised value is less than the Sale Price, the
104 BUYER shall provide the SELLER with a copy of the appraisal within N/A (# ) calendar days of receipt of same, along with
105 the BUYER'S written request for the SELLER to reduce the Sale Price. Within N/A (# ) calendar days after the SELLER'S
106 receipt of such written documentation of the appraised value, the BUYER shall have the option to pay the Sale Price agreed upon prior to the
107 appraisal or to void this Agreement unless the SELLER agrees in writing to reduce the Sale Price to the appraised value or all parties agree to a
108 new Sale Price.

110 DEPOSIT: Upon acceptance of this offer, or any attached counter offer, the SELLER and the BUYER shall be bound by all terms and conditions
111 of this Agreement, and the BUYER or the BUYER'S agent shall deliver within 72 hours, upon notice of acceptance of the offer, the BUYER'S
112 deposit (the "Deposit") in the amount of (\$ ) or ( % ) of the Sale Price to
113 be paid in the form of:
114 [ ] Cash (\$ ) [ ] Certified Funds (\$ )
115 [ ] Check (\$ ) [ ] Electronic Transfer (\$ )
116 [X] No Deposit
117 The Deposit shall be held by [ ] Listing Broker [ ] Selling Broker [ ] Other NO DEPOSIT

119 DEPOSIT HELD BY THIRD PARTY: Louisiana Administrative Code Article Title 46, Part LXVII Section 2717 requires that funds received in a
120 real estate sales transaction shall be deposited in the appropriate sales escrow checking account, rental trust checking account or security
121 deposit trust checking account of the listing or managing broker ("Broker") unless all parties having an interest in the funds have agreed
122 otherwise in writing. I agree to have the Deposit related to this transaction to be held by a third party and not in a sales escrow account
123 maintained by the Broker. I understand that the Louisiana Real Estate Commission may not have jurisdiction over those third parties holding
124 the funds. I have read the attached addendum and acknowledge the Broker is not legally required to disburse a security deposit in accordance
125 with LAC 46:LXVII.2901 when a third party holds the Deposit.
126
127 BUYER \_\_\_\_\_ SELLER \_\_\_\_\_
128 BUYER \_\_\_\_\_ SELLER \_\_\_\_\_
129 BUYER \_\_\_\_\_ SELLER \_\_\_\_\_
130 BUYER \_\_\_\_\_ SELLER \_\_\_\_\_

132 Failure to deliver the Deposit shall be considered a default of this Agreement. If the Deposit is held by a Broker, it must be held in accordance
133 with the rules of the Louisiana Real Estate Commission in a federally insured banking or savings and loan institution without responsibility on
134 the part of the Broker in the case of failure or suspension of such institution. In the event the parties fail to execute an Act of Sale by date
135 specified herein, and/or a dispute arises as to ownership of, or entitlement to, the Deposit or funds held in escrow, the Broker shall abide by
136 the Rules and Regulations set forth by the Louisiana Real Estate Commission.

138 RETURN OF DEPOSIT: The Deposit shall be returned to the BUYER and this Agreement declared null and void without demand in consequence
139 of the following events:
140
141 1) If this Agreement is declared null and void by the BUYER pursuant to the Due Diligence and Inspection Period as set forth in lines 195
142 through 250 of this Agreement;
143
144 2) If this Agreement is subject to the BUYER'S ability to obtain a loan and the loan cannot be obtained, except as stated in lines 88 through 92
145 of this Agreement, but only if the BUYER has made good faith efforts to obtain the loan;
146
147 3) If the SELLER declares the Agreement null and void for failure of BUYER to comply with written document requirements as set forth in lines
148 88 through 92;
149
150 4) If the BUYER conditions the Sale Price on an appraisal and the appraisal is less than the Sale Price and the SELLER will not reduce the Sale
151 Price as set forth in lines 101 through 108 of this Agreement;

BUYER'S Initials XTV BUYER'S Initials \_\_\_\_\_ Page 4 of 10 SELLER'S Initials X II SELLER'S Initials XMT
BUYER'S Initials \_\_\_\_\_ BUYER'S Initials \_\_\_\_\_ SELLER'S Initials \_\_\_\_\_ SELLER'S Initials \_\_\_\_\_



TBD Portion of Lot 12-A Based on new survey 7-26-23  
PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP) *to be provided* DATE

153 5) If the BUYER timely terminates the Agreement after having received the leases or assessments, as set forth in lines 165 through 169 of this  
154 Agreement;

156 6) If the SELLER is unable to timely deliver to the BUYER an approved sewerage and/or water inspection report as set forth in lines 251  
157 through 261;

159 7) If the SELLER chooses not to repair or replace the sewer system(s) servicing the Property as per the SEPTIC/WATER WELL ADDENDUM,  
160 and the BUYER terminates the agreement as a result thereof;

162 8) If the SELLER chooses not to repair or replace the private water well system(s) as per the SEPTIC/WATER WELL ADDENDUM, and the  
163 BUYER terminates the agreement as a result thereof.

165 **LEASES/SPECIAL ASSESSMENTS:** The sale is conditioned upon the BUYER'S receipt of a copy of all written leases, excluding mineral leases,  
166 and unpaid special assessments from the SELLER **within five calendar days** of acceptance of the Agreement. Special assessments shall mean  
167 an assessment levied on Property to pay the cost of local improvements imposed by local governmental/governing authority. The BUYER will  
168 have **five calendar days** after receipt of the aforementioned documents to notify the SELLER whether they are acceptable to the BUYER. Security  
169 deposits, keys/access and leases are to be transferred to the BUYER at Act of Sale.

171 **NEW HOME CONSTRUCTION:** If the property to be sold is completed new construction, under construction, or to be constructed, check one:

173  A new home construction addendum, with additional terms and conditions, is attached.

175  There is no new home construction addendum.

177 **PROPERTY CONDITION:**

178 THE BUYER ACKNOWLEDGES THAT THE SALE PRICE OF THE PROPERTY WAS NEGOTIATED BASED UPON THE PROPERTY'S APPARENT  
179 CURRENT CONDITION; ACCORDINGLY, THE SELLER IS NOT OBLIGATED TO MAKE REPAIRS TO THE PROPERTY, INCLUDING REPAIRS  
180 REQUIRED BY THE LENDER UNLESS OTHERWISE STATED HEREIN. THE SELLER IS RESPONSIBLE FOR MAINTAINING THE PROPERTY IN  
181 SUBSTANTIALLY THE SAME OR BETTER CONDITION AS IT WAS WHEN THE AGREEMENT WAS FULLY EXECUTED.

183 **DUE DILIGENCE AND INSPECTION PERIOD:**

184 **If acceptance of this Agreement occurs, the BUYER shall have a Due Diligence and Inspection Period (hereinafter "DDI Period") commencing**  
185 **on the first day after acceptance of this Agreement and expiring** 7-26-23 **(# 0 ) calendar**  
186 **days after commencement OR upon the date and time the BUYER's Request to the SELLER is received as set forth in line 216 whichever is**  
187 **earlier.** The SELLER agrees to provide the utilities for any due diligence and inspections and immediate access to the Property. The due  
188 diligence and inspection period will be extended by the same number of days that the BUYER is not granted immediate access to the Property  
189 or all utilities are not provided by the SELLER.

191 **Effect of BUYER'S Failure to Timely Provide Written Termination or BUYER'S Request:** Failure of the BUYER to timely provide written notice of  
192 termination or a written BUYER'S Request as described in lines 202 through 250 below prior to the expiration of the DDI Period shall be  
193 deemed as acceptance by the BUYER of the Property's current condition.

195 **DDI Period Activities:** During the inspection and due diligence period the BUYER may, at the BUYER'S expense, have any inspections made by  
196 experts or others of BUYER'S choosing. Such physical inspections may include, but are not limited to, inspections for termites and other wood  
197 destroying insects, and/or damage from same, molds, and fungi hazards, and analysis of synthetic stucco, drywall, appliances, structures,  
198 foundations, roof, heating, cooling, electrical, plumbing systems, utility and sewer, including but not limited to septic tanks and pump grinder  
199 systems availability and condition, out-buildings, and square footage. Other due diligence by the BUYER may include, but is not limited to  
200 investigation into the Property's school district, insurability, flood zone classifications, current zoning and/or subdivision restrictive covenants  
201 and any items addressed in the SELLER'S Property Disclosure Document. All testing shall be nondestructive testing.

BUYER'S Initials STW BUYER'S Initials \_\_\_\_\_  
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SELLER'S Initials XTT SELLER'S Initials MT  
SELLER'S Initials \_\_\_\_\_ SELLER'S Initials \_\_\_\_\_



TBD Portion of Lot 12-A Based on new Survey 7-26-23  
PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP) *to be provided* DATE

202 BUYER'S OPTIONS PRIOR TO THE EXPIRATION OF THE DDI PERIOD: If the BUYER is not satisfied with the condition of the Property or the  
203 results of the BUYER'S due diligence or investigations, the BUYER may choose one of the following options prior to the expiration of the DDI  
204 Period:

205  
206 **OPTION 1:**

207  
208 A. The BUYER may elect, in writing, to terminate the Agreement and declare the Agreement null and void.

209  
210 **Effect of the BUYER'S Termination the Agreement pursuant to Option 1:** If the BUYER elects to terminate this Agreement in writing, the  
211 Agreement shall be automatically ipso facto null and void with no further action required by either party except for return of Deposit to the  
212 BUYER.

213  
214 **OPTION 2:**

215  
216 A. The BUYER may present a single, complete written list to the Seller of the deficiencies and desired remedies ("BUYER'S Request").

217  
218 B. If the BUYER selects Option 2, the following process shall apply:

219  
220 1. (a) **SELLER'S Response to BUYER'S Request:** If provided a BUYER'S REQUEST, the SELLER shall respond in writing as to the  
221 SELLER'S willingness to or refusal to remedy any deficiencies identified in the BUYER's Request. Seller's written response shall be  
222 provided to the BUYER **within 72 hours** of receipt of the BUYER's Request ("SELLER'S Response").

223  
224 (b) **Effect of SELLER'S Failure to Timely Respond to the BUYER'S Request:** If the SELLER fails to timely respond to the  
225 BUYER'S Request in writing within the required time frame, then the BUYER shall have **72 hours** from when the SELLER'S Response  
226 was due to notify the SELLER in writing that the BUYER will:

- 227  
228 (i) accept the Property in its current condition; or  
229 (ii) elect to terminate this Agreement.

230  
231 (c) **Effect of the BUYER'S Failure to Timely Respond to SELLER'S Failure to Timely Respond:** If the BUYER fails to provide  
232 this notice (lines 224 through 229) in writing within the required time frame, the Agreement shall be automatically, with no further  
233 action required by either party, ipso facto null and void except for return of Deposit to the BUYER.

234  
235 2. (a) **BUYER'S Response to SELLER'S Response:** Should the SELLER in the SELLER'S Response refuse to remedy any or all  
236 the deficiencies listed by the BUYER, then the BUYER shall have **72 hours** from receipt of the SELLER'S Response or **72 hours** from  
237 the date that the SELLER'S Response was due, whichever is earlier, to take one of the following actions ("BUYER'S Response"). The  
238 BUYER'S Response shall be provided to the SELLER in writing.

- 239  
240 (i) accept the SELLER'S Response to the BUYER'S Request, or  
241 (ii) accept the Property in its current condition, or  
242 (iii) to elect to terminate this Agreement in writing which shall automatically make the Agreement ipso facto null and void with no  
243 further action required by either party except for the return of Deposit to the BUYER.

244  
245 (b) **Effect of BUYER'S Failure to Timely Respond to SELLER'S Response:** If the BUYER fails to respond to the SELLER'S  
246 Response within the time specified, then the Agreement shall be automatically, with no further action required by either party, ipso  
247 facto null and void except for return of Deposit to the BUYER.

248  
249 Upon receipt of the written BUYER'S Response to the SELLER'S Response, the SELLER shall not be required to remedy any additional  
250 deficiencies requested by the BUYER unless the parties enter into an additional agreement in writing.

BUYER'S Initials ATU BUYER'S Initials \_\_\_\_\_  
BUYER'S Initials \_\_\_\_\_ BUYER'S Initials \_\_\_\_\_

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SELLER'S Initials \_\_\_\_\_ SELLER'S Initials \_\_\_\_\_



TBD Portion of Lot 12-A Based on new survey 7-26-23  
 PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP) DATE  
to be provided

- 251 **PRIVATE WATER/SEWERAGE:**  
 252  
 253  There is/are \_\_\_\_\_ (#\_\_\_\_\_) private water system(s) servicing only the primary residence, and the attached private  
 254 Septic/Water Addendum inspections shall include only the system(s) supplying service to the primary residence.  
 255  
 256  There is/are \_\_\_\_\_ (#\_\_\_\_\_) private septic/treatment system(s) servicing only the primary residence and the attached private  
 257 Septic/Water Addendum inspections shall include only those systems supplying service to the primary residence.  
 258  
 259  There is NO private septic/treatment system(s) servicing only the primary residence.  
 260  
 261  There is NO private water system(s) servicing only the primary residence.  
 262

263 **HOME SERVICE/WARRANTY:**  
 264 A home service/warranty plan  will /  will not be purchased at the closing of sale at a cost not to exceed  
 265 \_\_\_\_\_ (\$\_\_\_\_\_) to be paid by  the BUYER /  the SELLER.  
 266 Home Service Warranty will be ordered by N/A  
 267 The home service warranty plan does not warrant pre-existing defects and options, and does not supersede or replace any other inspection  
 268 clause or responsibilities. If neither the BUYER nor the SELLER accepts the home service warranty plan, they declare that they have been made  
 269 aware of the existence of such a plan, and further declare that they hold the Broker and Agents harmless from any responsibility or liability due  
 270 to their rejection of such a plan.  
 271

- 272 **WARRANTY OR AS IS CLAUSE WITH WAIVER OF RIGHT OF REDHIBITION: (CHECK ONE ONLY)**  
 273  
 274  A. SALE WITH WARRANTIES: The SELLER and the BUYER acknowledge that this sale shall be with full SELLER warranties as to any claims  
 275 or causes of action including but not limited to redhibition pursuant to Louisiana Civil Code Article 2520, et seq.  
 276  
 277  B. SALE "AS IS" WITHOUT WARRANTIES: The SELLER and the BUYER hereby acknowledge and recognize that the Property being sold  
 278 and purchased is to be transferred in "as is" condition and further the BUYER does hereby waive, relieve and release the SELLER from any  
 279 claims or causes of action for redhibition pursuant to Louisiana Civil Code Article 2520, et seq. and Article 2541, et seq. or for reduction of  
 280 Sale Price pursuant to Louisiana Civil Code Article 2541, et seq. Additionally, the BUYER acknowledges that this sale is made without warranty  
 281 of fitness for ordinary or particular use pursuant to Louisiana Civil Code Article 2524. The SELLER and the BUYER agree that this clause shall  
 282 be made a part of the Act of Sale.  
 283  
 284  C. NEW HOME WARRANTIES. Notwithstanding lines 274 through 282 and irrespective of whether A or B above is checked, if the Property  
 285 is a new construction, the parties agree that neither A or B will apply but instead the provisions of the New Home Warranty Act (LA R.S. 9:3141  
 286 et seq.) shall apply. The warranty of condition of this Property is governed by the New Home Warranty Act if a home on the Property is a  
 287 "home" as defined in the New Home Warranty Act.  
 288

289 **MERCHANTABLE TITLE/CURATIVE WORK:** The SELLER shall deliver to the BUYER a merchantable title at the SELLER'S costs (see lines 94  
 290 through 100). In the event curative work in connection with the title to the Property is required or is a requirement for obtaining the loan(s)  
 291 upon which this Agreement is conditioned, the parties agree to and do extend the date for passing the Act of Sale to a date not more than  
 292 thirty (#30) calendar days from the date of the Act of Sale stated herein. The SELLER'S title shall be merchantable and  
 293 free of all liens and encumbrances except those that can be satisfied at Act of Sale. All costs and fees required to make title merchantable shall  
 294 be paid by the SELLER. The SELLER shall make good faith efforts to deliver merchantable title. The SELLER'S inability to deliver merchantable  
 295 title within the time stipulated herein shall render this Agreement null and void, reserving unto the BUYER the right to demand the return of the  
 296 Deposit and to recover from the SELLER actual costs incurred in processing of sale as well as legal fees incurred by the BUYER.  
 297

298 **FINAL WALK THROUGH:** The BUYER shall have the right to re-inspect the Property within five calendar days prior to the Act of Sale, or  
 299 occupancy, whichever will occur first in order to determine if the Property is in the same or better condition as it was at the initial inspection(s)  
 300 and to insure all agreed upon repairs have been completed. The SELLER agrees to provide utilities for the final walk through and immediate  
 301 access to the Property.

BUYER'S Initials KIW BUYER'S Initials \_\_\_\_\_ Page 7 of 10 SELLER'S Initials XIT SELLER'S Initials XMT  
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TBD Portion of lot 12-A Based on new survey to be provided 7-26-23  
PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP) DATE

302 **DEFAULT OF AGREEMENT BY THE SELLER:** In the event of any default of this Agreement by the SELLER, the BUYER shall at the BUYER'S  
303 option have the right to declare this Agreement null and void with no further demand, or to demand and/or sue for any of the following:  
304

- 305 1) Termination of this Agreement
- 306 2) Specific performance
- 307 3) Termination of this Agreement and an amount equal to 10% of the Sale Price as stipulated damages.
- 308

309 Further, the BUYER shall be entitled to the return of the Deposit. The prevailing party to any litigation brought to enforce any provision of this  
310 Agreement shall be awarded their attorney fees and costs. The SELLER may also be liable for Broker fees.  
311

312 **DEFAULT OF AGREEMENT BY BUYER:** In the event of any default of this Agreement by the BUYER, the SELLER shall have at the SELLER'S  
313 option the right to declare this Agreement null and void with no further demand, or to demand and sue for any of the following:  
314

- 315 1) Termination of this Agreement
- 316 2) Specific performance
- 317 3) Termination of this Agreement and an amount equal to 10% of the Sale Price as stipulated damages.
- 318

319 Further, the SELLER shall be entitled to retain the Deposit. The prevailing party to any litigation brought to enforce any provision of this  
320 Agreement shall be awarded their attorney fees and costs. The BUYER may also be liable for Broker fees.  
321

322 **MOLD RELATED HAZARDS NOTICE:** An informational pamphlet regarding common mold related hazards that can affect real property is  
323 available at the EPA website <http://www.epa.gov/iao/molds/index.html>. By initialing this page of the Agreement, the BUYER acknowledges that  
324 the real estate agent has provided the BUYER with the EPA website enabling the BUYER to obtain information regarding common mold related  
325 hazards.  
326

327 **OFFENDER NOTIFICATION:** The Louisiana State Police maintains the State Sex Offender and Child Predator Registry through the Louisiana  
328 Bureau of Criminal Identification and Information. It is a public access database of the locations of individuals who are required to register  
329 pursuant to LA R.S. 15:540, et seq. The website for the database is <http://www.lsp.org/socpr/default.html>. Sheriff and police departments  
330 serving jurisdictions of 450,000 also maintain such information. Inquiries can be made by phone at 1-800-858-0551. Send written inquiries to  
331 Post Office Box 66614, Box A-6, Baton Rouge, Louisiana 70896.  
332

333 **FLOOD HAZARD INFORMATION:** An informational website regarding flood hazards that can affect real property is available at the FEMA  
334 website <https://msc.fema.gov/portal>.  
335

336 **CHOICE OF LAW:** This Agreement shall be governed by and shall be interpreted in accordance with the laws of the State of Louisiana.  
337

338 **DEADLINES:** TIME IS OF THE ESSENCE and all deadlines are final, except where modifications, changes, or extensions are made in writing  
339 and signed by all parties to this Agreement. All "calendar days" as used in this Agreement or as are put forth in this Agreement shall end at  
340 11:59 p.m. in Louisiana.  
341

342 **ADDITIONAL TERMS AND CONDITIONS:**

343 THIS SALE SHALL CLOSE AT CHOICE TITLE

344 THIS SALE IS SUBJECT TO NEW SURVEY BEING  
345 COMPLETED PRIOR TO ACT OF SALE  
346  
347  
348  
349  
350  
351  
352

BUYER'S Initials XJW BUYER'S Initials \_\_\_\_\_  
BUYER'S Initials \_\_\_\_\_ BUYER'S Initials \_\_\_\_\_

SELLER'S Initials XJT SELLER'S Initials XMT  
SELLER'S Initials \_\_\_\_\_ SELLER'S Initials \_\_\_\_\_



TBD Portion of Lot 12-A Based on new survey 7-26-23  
PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP) *to be provided* DATE

353 **ROLES OF BROKERS AND DESIGNATED AGENTS:** Broker(s) and Designated Agent(s) have acted only as real estate brokers to bring the  
354 parties together and make no warranty to either party for performance or non-performance of any part of this Agreement or for any warranty of  
355 any nature unless specifically set forth in writing.

356 Broker(s) and Designated Agent(s) make no warranty or other assurances whatsoever concerning Property measurements, square footage,  
357 room dimensions, lot size, Property lines or boundaries. Broker(s) and Designated Agent(s) make no representations as to suitability or to a  
358 particular use of the Property, and the BUYER has or will independently investigate all conditions and characteristics of the Property which are  
359 important to the BUYER. The BUYER is not relying on the Broker or the Designated Agent(s) to choose a representative to inspect or re-inspect  
360 the Property; the BUYER understands any representative desired by the BUYER may perform this function. In the event Broker/Agent(s)  
361 provides names or sources for such advice or assistance, Broker/Agent(s) does not warrant the services of such experts or their products and  
362 cannot warrant the condition of Property or interest to be acquired or guarantee that all defects are disclosed by the SELLER(S).  
363 Broker/Agent(s) do not investigate the status of permits, zoning, code compliance, restrictive covenants, or insurability. The Broker(s) and  
364 Designated Agent(s) specifically make no warranty whatsoever as to whether or not the Property is situated in or out of the Government's  
365 hundred-year flood plan or is or would be classified as wetlands by the U.S. Army Corps of Engineers, or as to the presence of wood  
366 destroying insects or damage there from. The BUYER(S) are to satisfy themselves concerning these issues. Designated Agent shall be an  
367 independent contractor for Broker if the conditions as set forth in LA R.S. 37:1446(h) are met.  
368

369 **LIST ADDENDA TO BE ATTACHED AND MADE A PART OF THIS AGREEMENT:**

- |  |  |
|--|--|
| 371 <input type="checkbox"/> Contingency for Sale of the BUYER'S Other Property Addendum | <input type="checkbox"/> Private Water/Sewerage Addendum |
| 372 <input type="checkbox"/> Condominium Addendum  | <input type="checkbox"/> Deposit Addendum                |
| 373 <input type="checkbox"/> FHA Amendatory Clause                                       | <input type="checkbox"/> _____                           |
| 374 <input type="checkbox"/> New Construction Addendum                                   | <input type="checkbox"/> _____                           |

376 If any of the pre-printed portions of this Agreement vary or are in conflict with any additional or modified terms on blanks provided in this form  
377 or Addendum attached to this Agreement, the additional, modified or Addendum provisions control.  
378

379 **SINGULAR – PLURAL USE:** Wherever the word BUYER or the word SELLER occurs in this Agreement or is referred to, the same shall be  
380 construed as singular or plural, masculine or feminine or neuter, as the case may be.  
381

382 **ACCEPTANCE:** Acceptance of this Agreement must be in writing. This agreement may be executed by use of electronic signatures, in  
383 accordance with the Louisiana Uniform Electronic Transaction Act. The original of this Agreement shall be delivered to the listing Broker's firm.  
384 This Agreement and any supplement addendum or modification relating hereto, including any photocopy, facsimile or electronic transmission  
385 thereof, may be executed in two or more counterparts, all of which shall constitute one and the same Agreement  
386

387 **NOTICES AND OTHER COMMUNICATIONS:** All notices, requests, claims, demands, and other communications related to or required by this  
388 Agreement shall be in writing. Notices permitted or required to be given (excluding service of process) shall be deemed sufficient if delivered  
389 by (a) mail, (b) hand delivery; (c) overnight delivery; (d) facsimile, (e) email, or (f) other e-signature transmissions addressed to the respective  
390 addresses of the parties as written on the first page of this Agreement or at such other addresses as the respective parties may designate by  
391 written notice.  
392

393 **CONTRACT:** This is a legally binding contract when signed by both the SELLER and the BUYER. READ IT CAREFULLY. If you do not  
394 understand the effect of any part of this Agreement seek legal advice before signing this contract or attempting to enforce any obligation or  
395 remedy provided herein.  
396

397 **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the parties, and any other agreements not incorporated herein  
398 in writing are void and of no force and effect.

BUYER'S Initials ETW BUYER'S Initials \_\_\_\_\_  
BUYER'S Initials \_\_\_\_\_ BUYER'S Initials \_\_\_\_\_

SELLER'S Initials XTT SELLER'S Initials MT  
SELLER'S Initials \_\_\_\_\_ SELLER'S Initials \_\_\_\_\_



TBD Portion of Lot 12-A Based on new survey  
PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP) to be provided

7-26-23  
DATE

399 EXPIRATION OF OFFER:  
400 This offer is binding and irrevocable until 9-28, 2023 at 6  AM  PM  NOON.  
401 The Acceptance of this offer must be communicated to the offering party by the deadline stated on line 400 to be binding and effective.

<input checked="" type="checkbox"/> X	_____	X	_____
<input type="checkbox"/> Buyer's/ <input type="checkbox"/> Seller's Signature		<input type="checkbox"/> Buyer's/ <input type="checkbox"/> Seller's Signature	
X	_____	X	_____
<input type="checkbox"/> Buyer's/ <input type="checkbox"/> Seller's Signature		<input type="checkbox"/> Buyer's/ <input type="checkbox"/> Seller's Signature	
Date/Time <input type="checkbox"/> AM <input type="checkbox"/> PM <input type="checkbox"/> NOON		Date/Time <input type="checkbox"/> AM <input type="checkbox"/> PM <input type="checkbox"/> NOON	
Print Buyer's/Seller's Full Name (First, Middle, Last)		Print Buyer's/Seller's Full Name (First, Middle, Last)	
Print Buyer's/Seller's Full Name (First, Middle, Last)		Print Buyer's/Seller's Full Name (First, Middle, Last)	
This offer was presented to the <input type="checkbox"/> Seller <input type="checkbox"/> Buyer by _____			

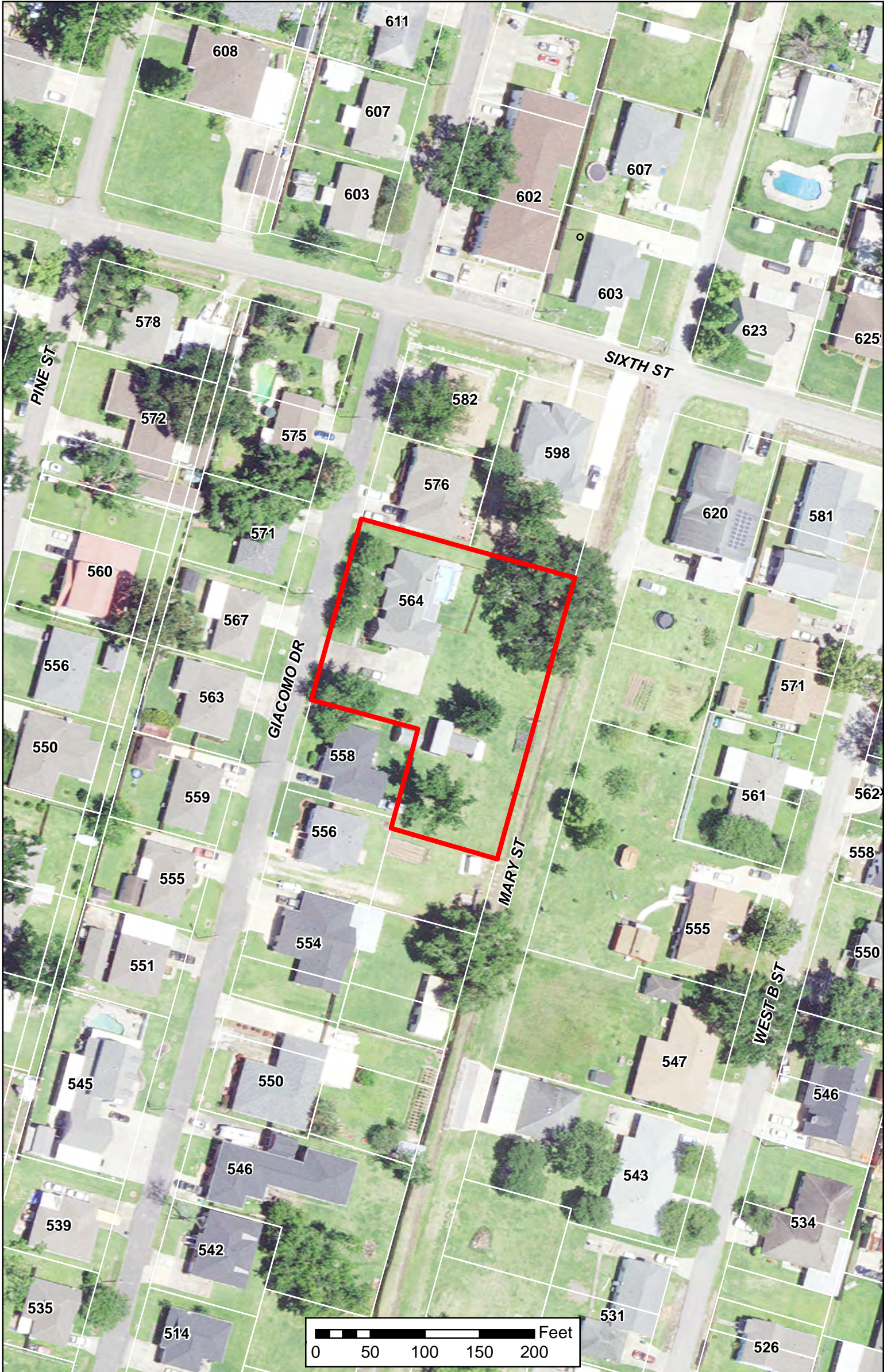
Day/ Date/ Time  AM  PM  NOON  
This offer is:  Accepted  Rejected (without counter)  Countered (See Attached Counter) by:

<input checked="" type="checkbox"/> X	<u>T. Trepagnier</u>	<input checked="" type="checkbox"/> X	<u>Jordan Weber</u>
<input type="checkbox"/> Buyer's/ <input checked="" type="checkbox"/> Seller's Signature		<input checked="" type="checkbox"/> Buyer's/ <input type="checkbox"/> Seller's Signature	
X	<u>Tracy Trepagnier</u>	X	<u>Jordan Weber</u>
<input type="checkbox"/> Buyer's/ <input type="checkbox"/> Seller's Signature		<input checked="" type="checkbox"/> Buyer's/ <input type="checkbox"/> Seller's Signature	
<u>7/26/23 1:10 pm</u>		<u>8/16/23 18:48</u>	
Date/Time <input type="checkbox"/> AM <input type="checkbox"/> PM <input type="checkbox"/> NOON		Date/Time <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM <input type="checkbox"/> NOON	
<u>M Trepagnier</u>			
Print Buyer's/Seller's Full Name (First, Middle, Last)		Print Buyer's/Seller's Full Name (First, Middle, Last)	
<u>M S Trepagnier</u>			
Print Buyer's/Seller's Full Name (First, Middle, Last)		Print Buyer's/Seller's Full Name (First, Middle, Last)	
This offer was presented to the <input type="checkbox"/> Seller <input checked="" type="checkbox"/> Buyer by _____			
<u>8/15/23</u>			
Day/ Date/ Time <input type="checkbox"/> AM <input type="checkbox"/> PM <input checked="" type="checkbox"/> NOON			



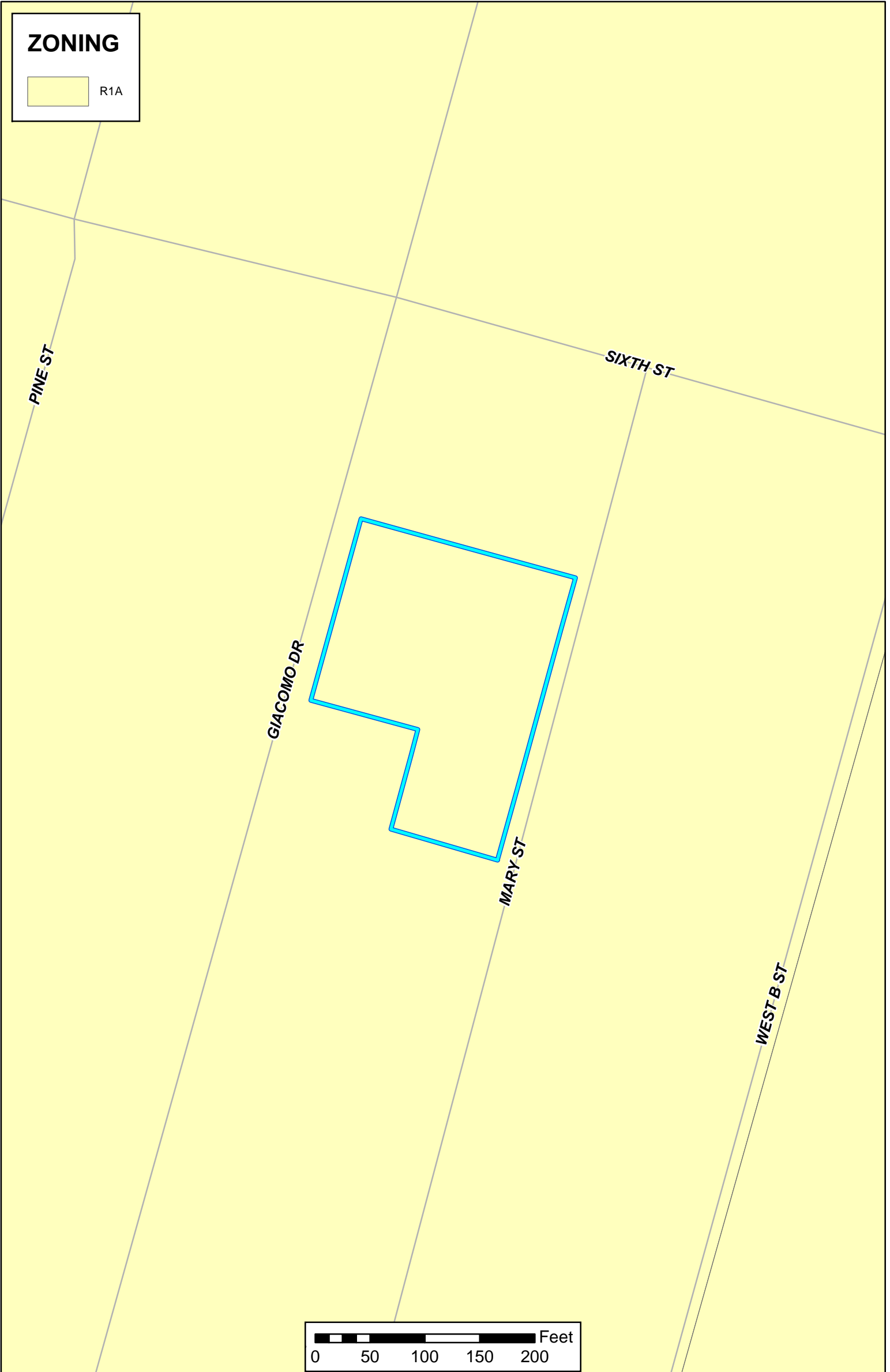


2023-13-MIN  
Minor Resubdivision: 1 lot into 2




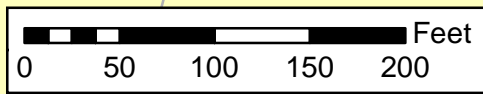


2023-13-MIN  
Minor Resubdivision: 1 lot into 2



**ZONING**


 R1A

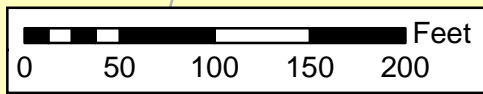
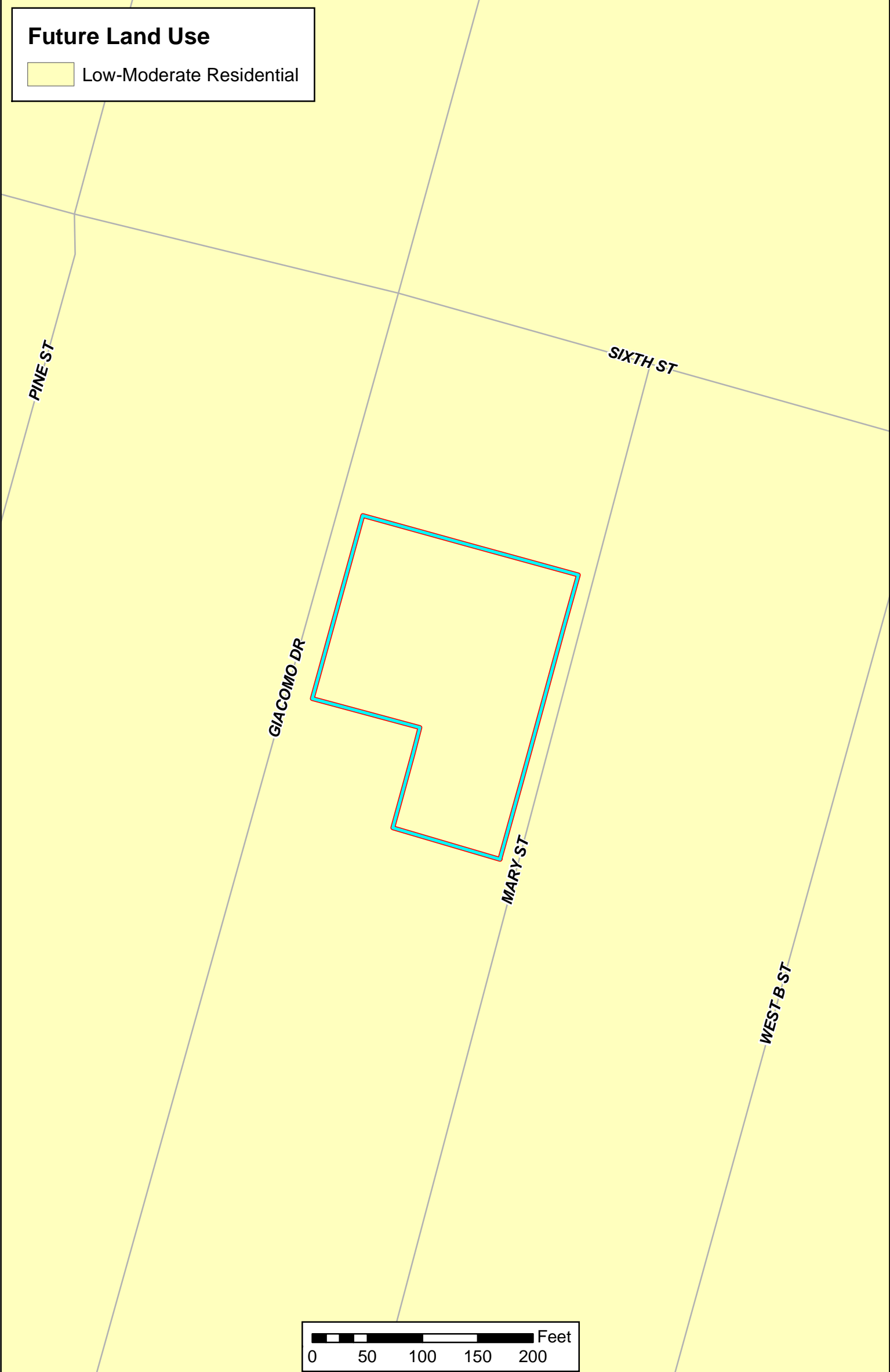


2023-13-MIN  
Minor Resubdivision: 1 lot into 2



**Future Land Use**

 Low-Moderate Residential





## Department of Planning & Zoning Staff Report – Minor Resubdivision Case No. 2023-14-MIN

### APPLICATION INFORMATION

- **Submittal Date:** 9/6/2023
- **Applicant / Property Owner**  
Danny P. Alexander  
P.O. Box 46  
Hahnville, LA 70057  
504.485.1004; danny.alexander@shell.com
- **Request**  
Resubdivision of Lot 16, Sq. 10, Hahnville Subdivision into Lots 16-1 and 16-2.

### SITE INFORMATION

- **Location:** 308 Sycamore Street, Hahnville
- **Size of Proposed Lots**
  - Lot 16-1: 5,225 sq. ft.; 104.50 ft. in length by 50 ft. wide
  - Lot 16-2: 5,225 sq. ft.; 104.50 ft. in length by 50 ft. wide
- **Current Zoning:** R-1A(M), Single Family Residential Detached Conventional Homes, Manufactured Homes, and Mobile Homes—Medium density
- **Current Use**  
Lot 16 is developed with a single-family house, shown on proposed Lot 16-2.
- **Surrounding Zoning:** R-1A(M)
- **Surrounding Uses**  
Lot 16 is located in a developed single-family residential neighborhood.
- **Flood Zone & Minimum Building Elevation**  
1992 Flood Insurance Rate Map: X  
2013 Digital Flood Insurance Rate Map: X  
  
Minimum building elevation is 1 ft. above the centerline of the street.
- **Plan 2030 Recommendation**  
*Low-to-Moderate Residential: Single-family detached dwellings; attached dwellings such as duplexes, patio/zero-lot line homes and townhomes; and accessory units. Neighborhood retail, services, offices and institutions are also permitted in appropriate locations such as along transportation corridors or at intersections (over six dwellings per acre).*
- **Traffic Access**  
Lot 16 is a corner lot with 209 ft. of frontage on Hahn Street and 50 ft. of frontage on Sycamore Street.

Proposed Lot 16-1 will maintain corner lot status, with 104.50 ft. of frontage on Hahn Street and 50 ft. of frontage on Sycamore Street. An existing driveway culvert provides access from Sycamore Street.

Proposed Lot 16-2 will have 104.50 ft. of frontage on Hahn Street. A driveway culvert is available and providing access to the existing house from Hahn Street.

▪ **Utilities**

The Parish's GIS shows water, sewer, and drainage facilities available along Hahn Street and Sycamore Street.

▪ **Development History**

Lot 16, Sq. 10 is shown on the 1877 Plan of Hahnville by Owen McLeran, C.E.

**APPLICABLE REGULATIONS**

**Appendix A. Section VI. – Zoning District Criteria and Regulations**

[II.] R-1A(M). Single Family Residential Detached Conventional Homes, Manufactured Homes, and Mobile Homes—Medium density.

*Policy statement:* This district is composed of areas containing one-family dwellings constructed on a permanent foundation, connected to public utilities, and which meet the architectural and aesthetic standards of a permanent residence. Additionally, mobile homes which meet the special provisions below are allowed.

1. Use Regulations:
  - a. A building or land shall be used only for the following purposes:
    - (1) Site-built, single-family detached dwellings.
    - (2) Manufactured homes.
    - (3) Mobile homes.
    - (4) Accessory uses.
    - (5) Private recreational uses.
    - (6) Farming on lots of three (3) acres or more and at least one hundred fifty (150) feet frontage.
  - b. Special exception uses and structures include the following:
    - (1) Additional residences for family and relatives on unsubdivided property on a non-rental basis, and which meet the criteria outlined in Special Provisions [subsection 3].
    - (2) Parks, public libraries, fire stations, police or sheriff's stations or substations, and sewer pumping stations.
    - (3) Showing and operation of historic buildings and/or sites and their related activities, provided a certificate from the United States Department of Interior is furnished by the owner verifying that the building and/or site is on the National Register of Historic Places.
    - (4) Accessory uses to golf courses and country clubs limited to the following:
      - Art studios
      - Churches and Religious Institutions
      - Commercial recreation facilities
      - Commercial schools
      - Personal service businesses, examples include but are not limited to beauty shops and barber shops, acupuncture, and massage services
      - Professional offices, examples include but are not limited to doctors, dentists, engineers, architects, landscape architects, plan services, realtors, insurance
      - Restaurants and cafeterias
  - c. Special permit uses and structures include the following:
    - (1) Child care centers.
    - (2) Public and private schools (except trade, business and industrial).
    - (3) Golf courses (but not miniature courses or driving ranges), country clubs, and accessory commercial uses on such properties.
    - (4) Educational, religious and philanthropic institutions. These buildings must be set back from all property lines a distance of at least one (1) foot for each foot of building height.
    - (5) Private commercial access roads, upon review by the Planning Commission and supporting resolution of the Council.
    - (6) Accessory dwelling units upon approval by the Planning Commission and supporting resolution of the Council.
    - (7) Garden Home Developments in accordance with Section VII Supplemental Regulations upon review and recommendation of the Planning Commission and supporting resolution of the St. Charles Parish Council.
2. Spatial Requirements.
  - a. Minimum lot size: Five thousand (5,000) square feet per family; minimum width-fifty (50) feet.
  - b. Minimum yard sizes:
    - (1) Front—Fifteen (15) feet.
    - (2) Side—Five (5) feet.
    - (3) Rear—Five (5) feet.
    - (4) For lots with less than one hundred (100) feet depth, front setback shall be fifteen (15) percent of lot depth with a minimum of ten (10) feet to the front lot line and five (5) feet to the rear lot line.
    - (5) Whenever property abuts a major drainage canal as defined by the Subdivision regulations the required setback for all structures shall be ten (10) feet measured from the inner boundary of such servitude or right-of-way, not withstanding any other more restrictive setbacks, this provision shall not apply to any lot of record created and existing prior to the effective date of Ordinance No. 99-12-8, December 15, 1999.
  - c. Accessory buildings:
    - (1) The accessory building shall not exceed two-story construction.
    - (2) Minimum setback of accessory buildings shall be three (3) feet.
    - (3) Nonresidential accessory buildings shall not be permitted.
  - d. Permitted encroachments:
    - (1) Overhangs projecting not more than twenty-four (24) inches, excluding gutter.
    - (2) Stairs and landings not more than three (3) feet in height, projecting no more than four (4) feet into required front yard.
3. Special Provisions:
  - a. Additional dwellings on unsubdivided property:
    - (1) Additional dwellings on unsubdivided property referred to in 1.b(1) above will be permitted at the rate of one (1) dwelling unit for each seven thousand (7,000) square feet of lot area.



- (2) The applicant for any additional dwellings on unsubdivided property shall submit a copy of all subdivision restrictions (covenants) which govern the property in order to protect the integrity of the neighborhood.
  - (3) Under no circumstances will the total number of dwellings per unsubdivided lot permitted under these provisions exceed four (4).
  - (4) Permits issued under this provision will be issued for a two-year period. At the expiration of this time, an investigation will be conducted by the Planning and Zoning Department to determine if this Code is complied with. Non-compliance will result in the revocation of the permit.
- b. All manufactured housing and mobile homes shall be secured according to the Federal Emergency Management Agency's Sept. 1985 publication *Manufactured Home Installation in Flood Hazard Areas*.
  - c. *Reserved*.
  - d. All dwelling units shall be connected to utility systems which provide for health and safety under all conditions of normal use. Home utility services shall only be connected to the supply source by means of approved materials, and shall be inspected by the appropriate agency.

**Appendix C. Section II. Subdivision Procedure**

**C. Minor Resubdivisions.**

1. In instances where a net increase of five (5) or fewer lots is proposed by subdivision or resubdivision and no new or additional public improvements are required, no formal preliminary plat shall be required. The plan of resubdivision shall comply with requirements outlined in section II.C.3 of this section, and with all relevant land use regulations, including the St. Charles Parish Zoning Ordinance and Subdivision Regulations. The Planning and Zoning Commission may approve or deny the application. The basis for denial shall be stated at the meeting and on the record of the Planning and Zoning Commission.
3. Subdivisions and resubdivisions which meet the guidelines contained in Section II.C. of these regulations shall be presented to the Department of Planning and Zoning in the form of a plan which conforms to the laws of the State of Louisiana governing surveying, platting, and subdivision of land. The proposed subdivision shall contain the following information:
  - a. Location of the property.
  - b. Name(s) and address(es) of the owners.
  - c. Name and address of the Land Surveyor preparing the plan as well as the date the survey was prepared. The survey shall be dated within one (1) year of the subdivision application date.
  - d. Existing property lines and lot numbers, including names and width of adjoining streets.
  - e. Proposed property lines and revised numbers of proposed lots.
  - f. Location and dimensions of existing buildings.
  - g. Layout and dimensions of all existing, proposed, and required servitudes and rights-of-way, including but not limited to servitudes for sidewalks, utilities, access, drainage ditches, and canals.
  - h. Existing lakes and ponds.
  - i. North arrow and scale.
  - j. The following note shall be added to all resubdivision maps: All necessary sewer, water and/or other utility extensions, relocations or modifications shall be made solely at the lot owner's expense.
  - k. Stormwater Pollution Prevention Plan. For Minor Subdivisions that involve more than one (1) acre, the MS4 Administrator may require the submittal of a Stormwater Pollution Prevention Plan and/or Post Construction Stormwater Permit, including all required documentation, in accordance with Chapter 25—Stormwater Management and Erosion and Sedimentation Control.
  - l. The following note shall be added to resubdivision maps that result in a net increase of lots: No lot created by this act of subdivision shall be divided in such a way that another net increase in the number of lots occurs for a period of two years.

**Appendix C. Section III. Geometric Standards B. Lots**

1. Size. The width, depth, area, and minimum building setback line shall conform to the St. Charles Parish Zoning Ordinance for the type of development.
  - a. Corner Lot. Corner lots shall have extra width to permit setback lines on the side of the lots adjacent to a side street. The extra width shall be sufficient to allow the lot to meet the minimum zoning requirements of the St. Charles Parish Zoning Ordinance excluding the side street setback distance.

**FINDINGS**

This minor resubdivision proposes dividing one (1) lot into two (2).

Each proposed lot meets the minimum area requirement for the zoning district and proposed Lot 16-2 meets the minimum width.

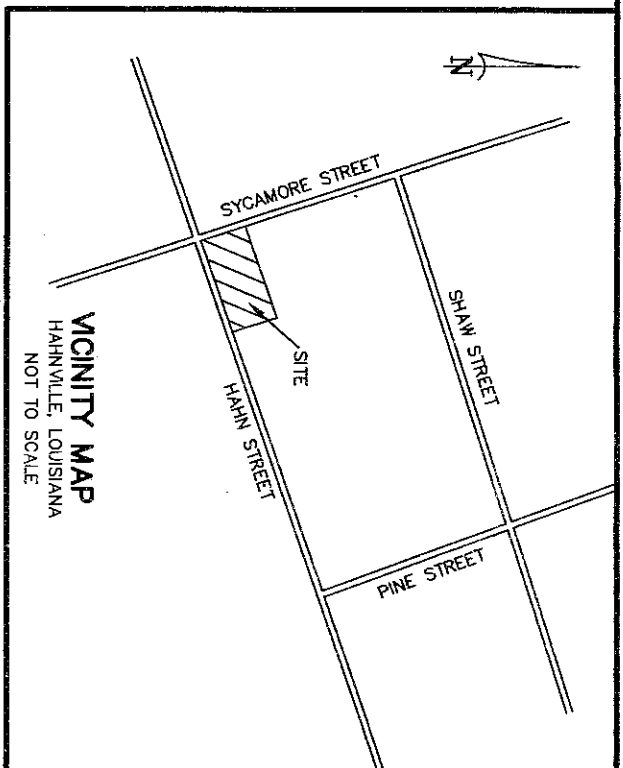
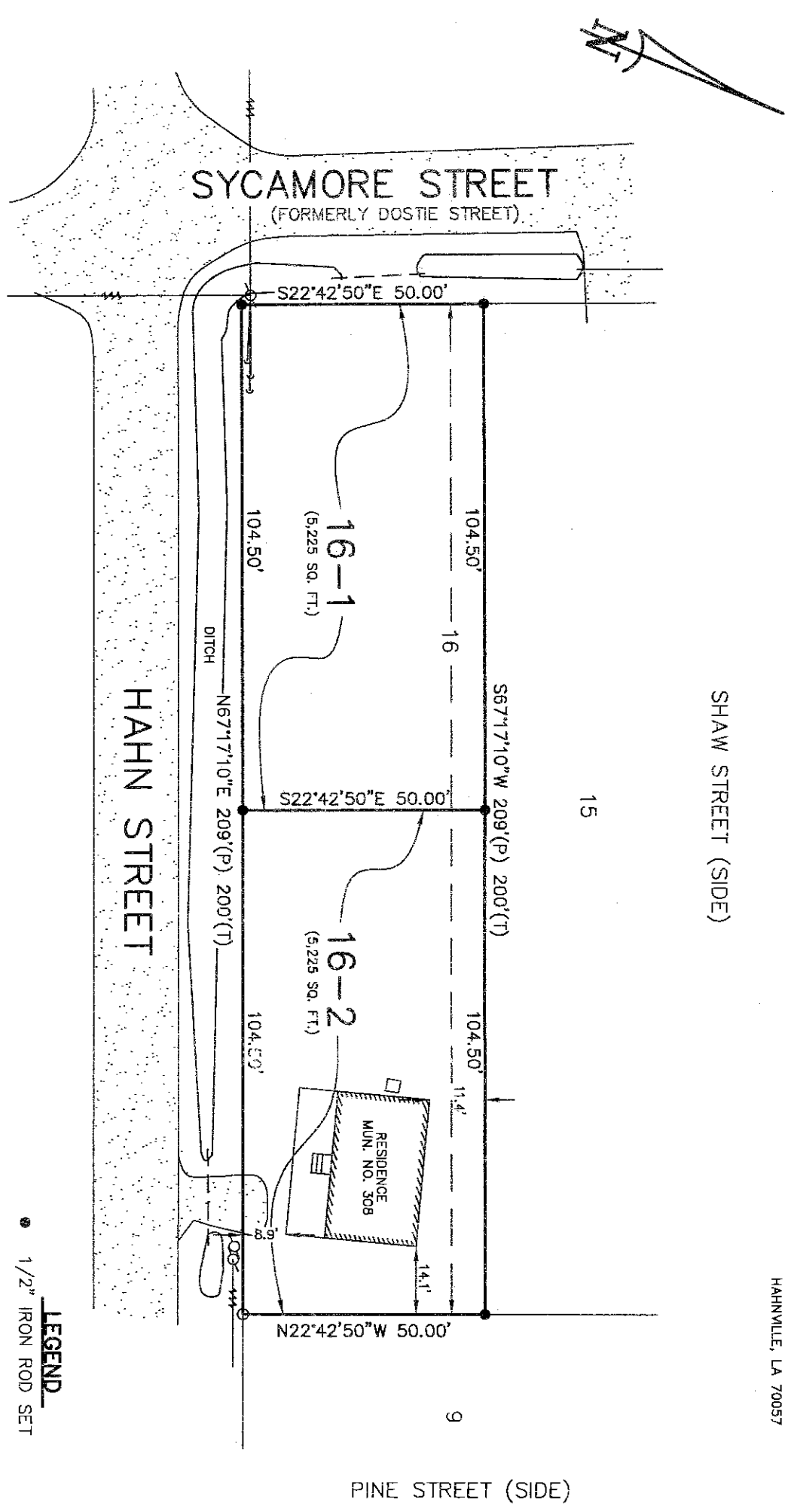
At 50 ft. wide, proposed Lot 16-1 does not possess the additional width required for corner lots, but a waiver is not necessary due to the following:

- No adjacent lots in common ownership to incorporate and improve upon this non-conformity.
- The resubdivision does not further increase this non-conformity.

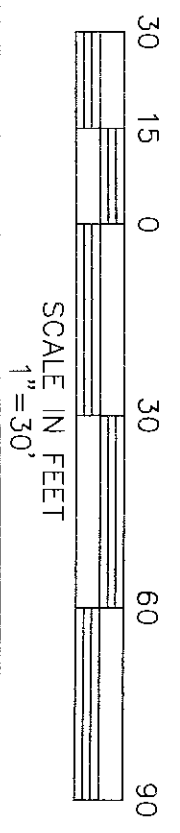
**DEPARTMENT RECOMMENDATION**

**Approval**

**OWNER:** HARMONY HOMES OF ST. CHARLES, LLC  
 P.O. BOX 46  
 HAHNVILLE, LA 70057

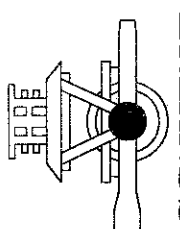


- LEGEND**
- 1/2" IRON ROD SET
  - 1/2" IRON ROD FOUND
  - ⊖ POWER POLE
  - POWER LINE
  - (P) PLAN
  - (T) TITLE



DRAWN BY: KPB      DRAWING NO. MM3141

**RIVERLANDS SURVEYING COMPANY**



505 HEMLOCK STREET  
 LAPLACE, LA 70068  
 1-800-248-6982  
 985-652-6356

*Stephen P. Flynn*  
 STEPHEN P. FLYNN  
 P.L.S. LA. ST. REG. NO. 4868

RECORDED IN THE CLERK OF COURT'S OFFICE  
 ST. CHARLES PARISH, LOUISIANA  
 ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_  
 INSTRUMENT NUMBER \_\_\_\_\_

ALL NECESSARY SEWER, WATER AND/OR OTHER UTILITY  
 EXTENSIONS, RELOCATION'S OR MODIFICATIONS SHALL BE MADE BY  
 AND SOLELY AT THE LOT OWNER'S EXPENSE.

APPROVED: \_\_\_\_\_ DATE \_\_\_\_\_  
 PARISH PRESIDENT

DIRECTOR, DEPT. OF PLANNING AND ZONING \_\_\_\_\_ DATE \_\_\_\_\_

CERTIFICATION: THIS IS TO CERTIFY THAT THIS PLAT IS MADE IN  
 ACCORDANCE WITH LA. REVISED STATUTES 33:5051 ET. SEQ. AND  
 CONFORMS TO ALL PARISH ORDINANCES GOVERNING THE  
 SUBDIVISION OF LAND.

**TITLE: SURVEY PLAT AND RESUBDIVISION OF LOT 16, SQUARE 10,  
 HAHNVILLE SUBDIVISION INTO LOTS HEREIN DESIGNATED AS  
 LOT 16-1 & LOT 16-2, SQUARE 10, HAHNVILLE SUBDIVISION  
 SITUATED IN SECTION 3, T-13-S, R-20-E,  
 HAHNVILLE, ST. CHARLES PARISH, LOUISIANA.**

DATE: AUGUST 21, 2023

**SURVEY REFERENCE:** PLAN OF HAHNVILLE BY OWN McLERAN, C.E. DATED 1877.

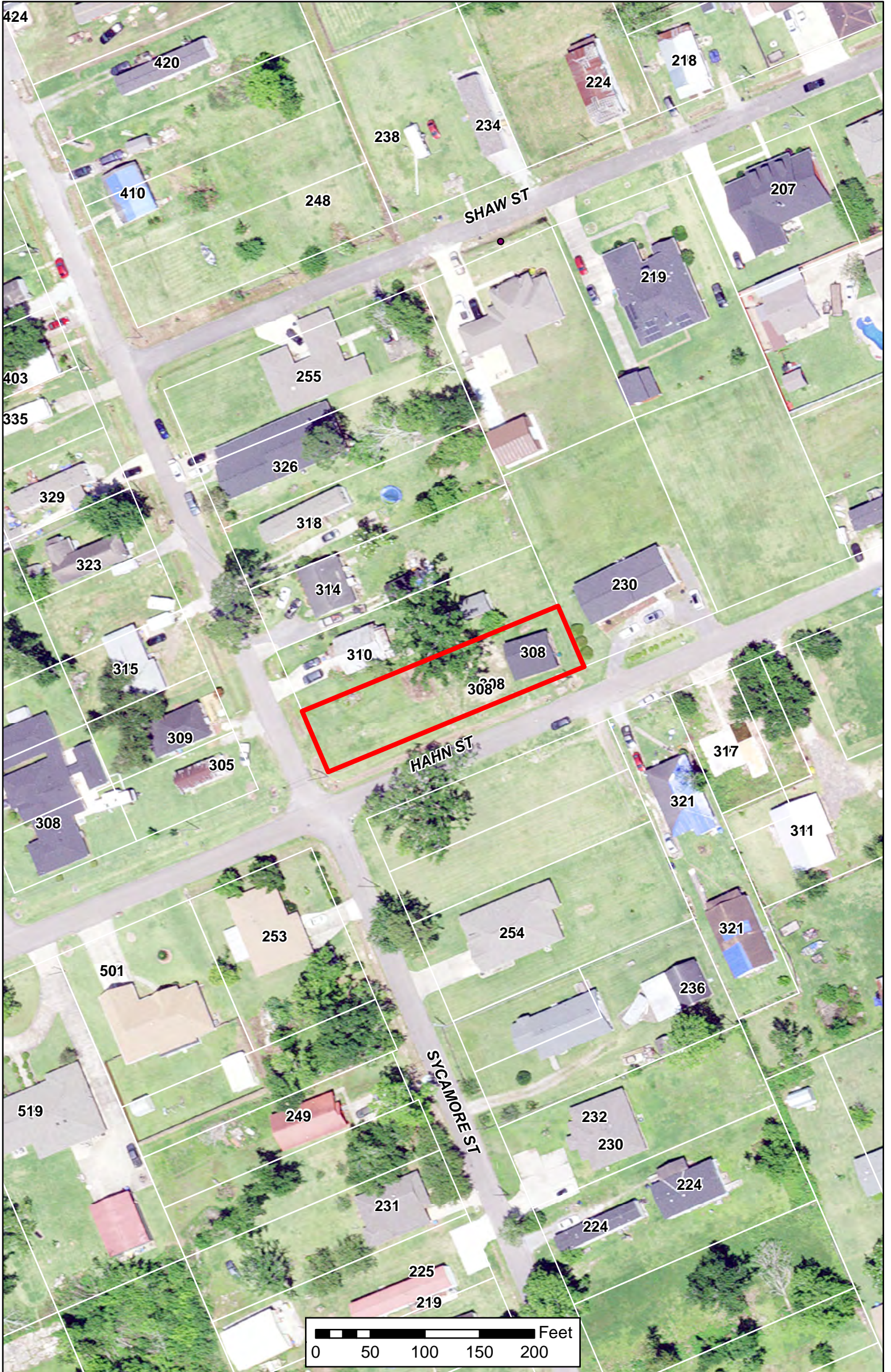
**SURVEY OF BEARING:** BEARINGS HEREON ARE REFERENCED TO THE LOUISIANA STATE PLANE COORDINATE SYSTEM,  
 SOUTH ZONE 1702, NAD 83, GRID 18 USING LEICA SMARTNET SOLUTION DATED 8/21/2023

**SURVEYOR'S NOTES:**

- A. THIS PLAT IS CORRECT AND IN ACCORDANCE WITH A PHYSICAL SURVEY MADE ON THE GROUND UNDER THE DIRECTION OF THE UNDERSIGNED AND COMPLEES WITH THE REQUIREMENTS OF LOUISIANA'S "STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS" FOR A CLASS B SURVEY.
- B. NO TITLE OPINION WAS PROVIDED TO THIS FIRM, THEREFORE NO CERTIFICATION IS GIVEN TO THE EXISTENCE OF OTHER SERVITUDES OR EASEMENTS WHICH MAY EXIST OTHER THAN THOSE SHOWN.
- C. NO UNDERGROUND LINES OR CONDUITS SHOWN.
- D. MINIMUM SETBACK LINES AND SERVITUDES SHOWN ARE BASED ON THE REFERENCED SURVEY PLAT. THE APPROPRIATE PARISH AUTHORITY OR NEIGHBORHOOD REGULATORY BOARD SHOULD BE CONSULTED FOR FINAL DETERMINATION.



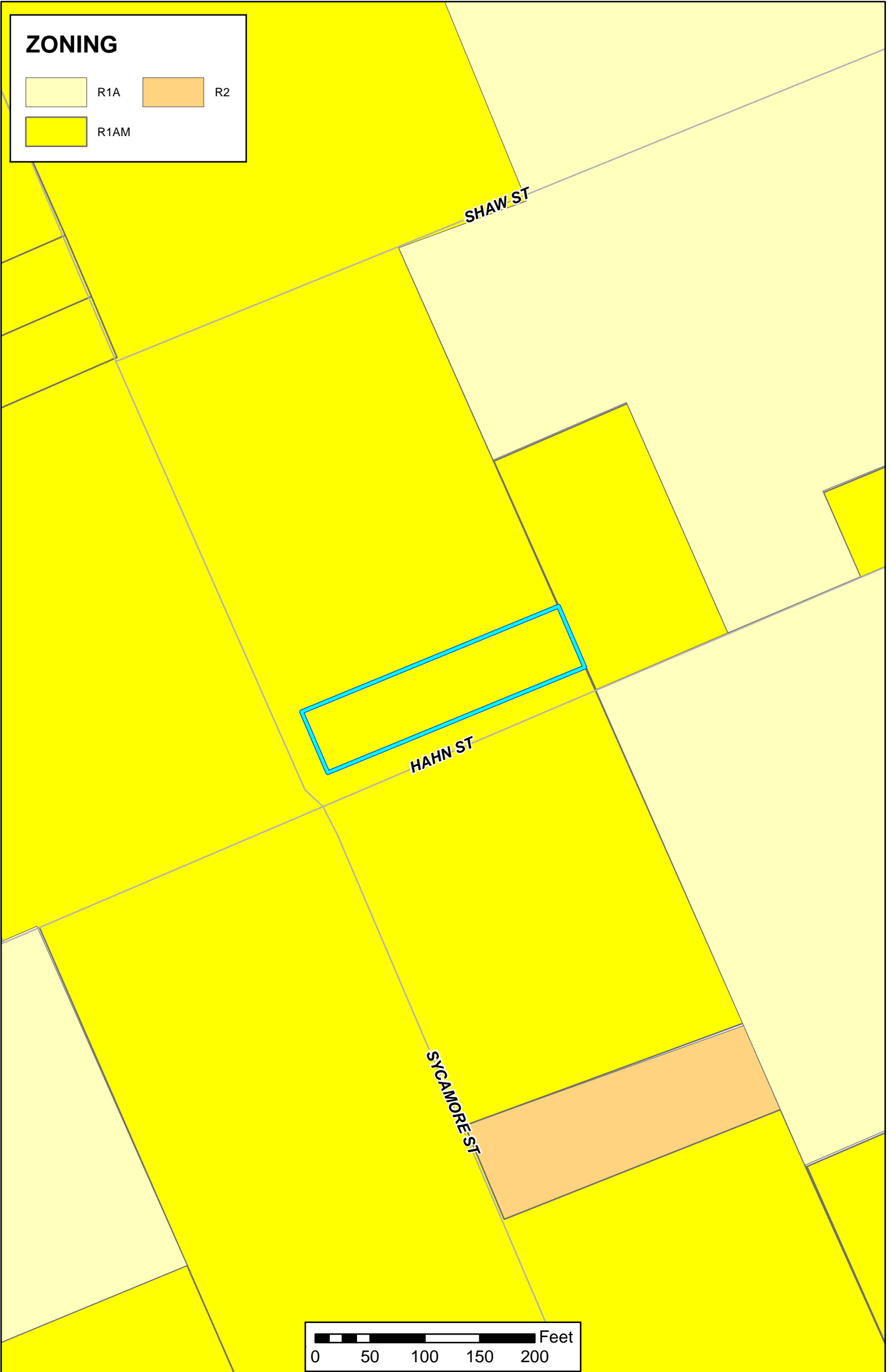
2023-14-MIN  
Minor Resubdivision: 1 lot into 2








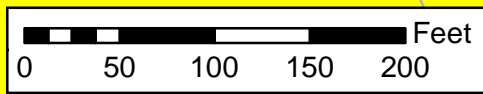
2023-14-MIN  
Minor Resubdivision: 1 lot into 2

N



**ZONING**

	R1A		R2
	R1AM		




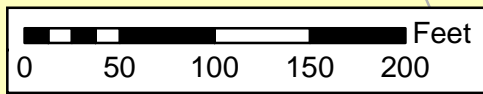
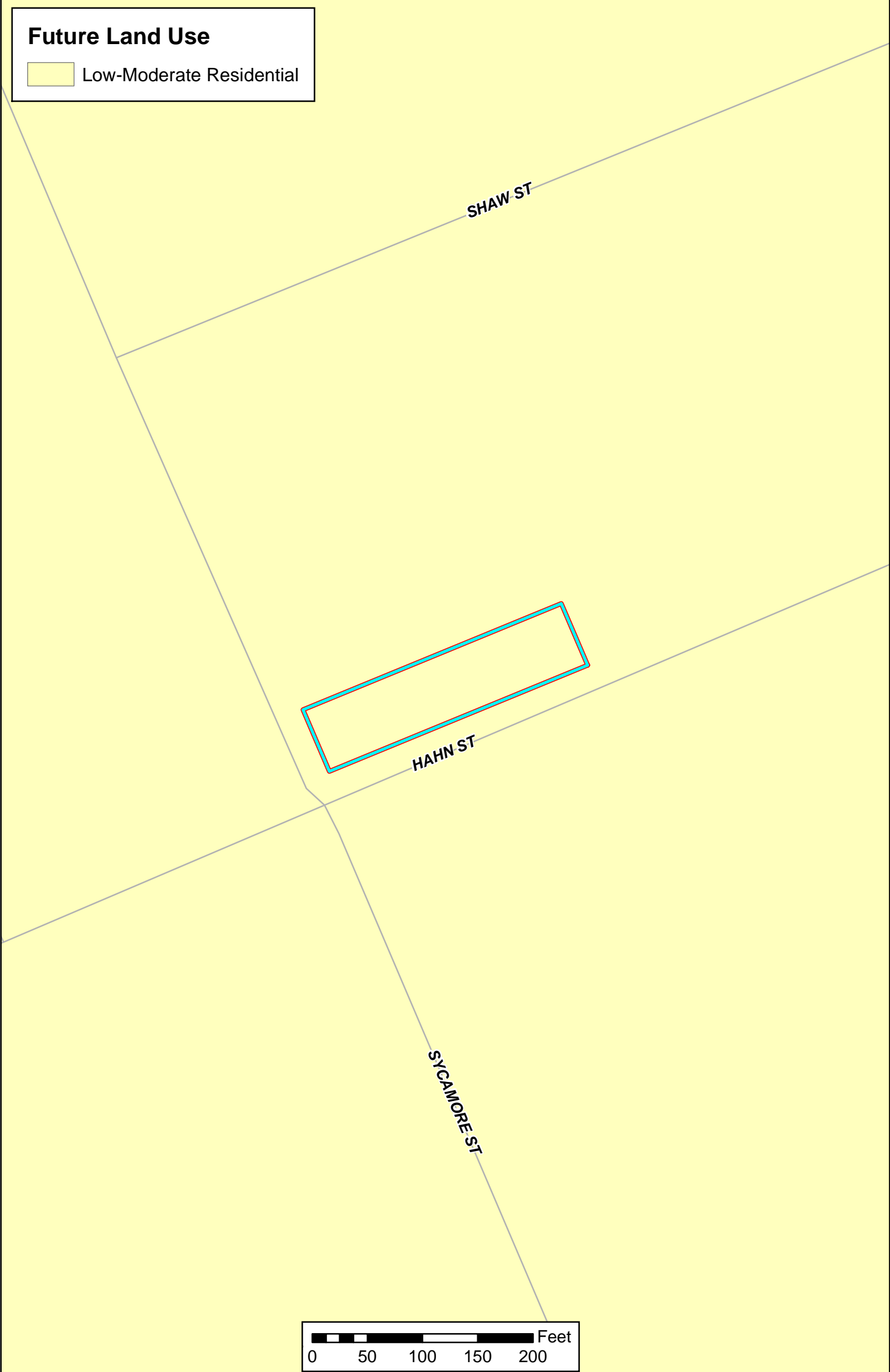


2023-14-MIN  
Minor Resubdivision: 1 lot into 2



**Future Land Use**

 Low-Moderate Residential





## Department of Planning & Zoning Staff Report – Minor Resubdivision Case No. 2023-15-MIN

### APPLICATION INFORMATION

- **Submittal Date:** 8/22/23
- **Applicant / Property Owner**  
Lorna Bourgeois  
BMB Real Estate  
P.O. Box 339  
St. Rose, LA 70087  
504.469.1272; lorna@qualityfab.com
- **Request**  
Resubdivision of Lots D-1 and D-2AA, Fairview Plantation into Lots D-1-A, D-2AA-1, D-2AA-2, and D-2AA-3 with a waiver from the Subdivision Regulations, Section III.B.3 Arrangement.

### SITE INFORMATION

- **Location:** 10362 Airline Drive, St. Rose
- **Size of Proposed Lots**
  - Lot D-1-A: 653,402.28 sq. ft. (15 acres); 300 ft. wide
  - Lot D-2AA-1: 52,111.56 sq. ft. (1.2 acres); 168.68 ft. wide
  - Lot D-2AA-2: 261,363.66 sq. ft. (6 acres); 395.27 ft. wide
  - Lot D-2AA-3: 1,620,601.57 sq. ft. (37.20 acres); 416.49 ft. to 712.5 ft. wide
- **Current Zoning:** M-1, Light Manufacturing and Industry
- **Current Use**  
Lot D-1 was developed with the St. Rose Drive Range which has recently been demolished (Permit No. 46665). D-2AA is occupied by a paintball business.
- **Surrounding Zoning**  
The surrounding area primarily consists of M-1 zoning, which is located to each side and across Airline Drive. C-3 zoning is present to the west side and around Airline Drive. W, Wetland zoning is also adjacent to the west side and the rear.
- **Surrounding Uses**  
Surrounding development is focused around the front of the subject site along Airline Drive and consists of a mix of commercial and industrial uses. This includes a Taco Bell and Waffle House restaurants between proposed lots D-1-A and D-2AA-1. Riverbend Truck Stop and Palace Casino is adjacent to the east side and Empire Truck Sales is under development on the west side. United Rentals, Hy-Tech Roofing Services and Choice Supply Solutions are located across Airline Drive. The majority of adjacent properties in the direction of the hurricane protection levee to the north are undeveloped and partially wooded.
- **Flood Zone & Minimum Building Elevation**  
1992 Flood Insurance Rate Map: A99  
2013 Digital Flood Insurance Rate Map: X  
  
Minimum building elevation is 1 ft. above the centerline of the street.
- **Plan 2030 Recommendation**  
*Business Park: This category provides for the development of planned business, office, technology, warehouse and research activities, as well as related ancillary*

uses, such as shipping offices, office supply, services, hotels and restaurants. Business parks should incorporate design standards such as screening, landscaping and site location criteria.

▪ **Traffic Access**

Existing Lots D-1 and D-2AA have driveway access to Airline Drive through their 168.68 ft. and 300 ft. of frontage respectively. Proposed lots D-1-A and D-2AA-1 will maintain this existing frontage and access.

Lots D-2AA-2 and D-2AA-3 will be landlocked. The resubdivision survey shows access provided via a 50 ft. Utility and Access Servitude. The servitude starts at Airline Drive, where driveway access is provided to existing Lot D-2AA, and through Lots D-2AA-1, D-1-A, and D-2AA-2, terminating at D-2AA-3.

▪ **Utilities**

Per a representative from the Department of Waterworks the nearest water line is located on the opposite side of Airline Drive from the subject site.

The nearest sewer line terminates approximately 175 ft. to the east of Lot D-1. Per the Director of Wastewater, existing development on and adjacent to the subject site obtain sewer access via private lines which connect to the force main referenced above. He also stated this force main may not be adequately sized to handle the new development that could result from this resubdivision.

▪ **Development History**

The subject site has undergone multiple resubdivisions resulting in the layout consisting of existing Lots D-1 and D-2AA, including:

- PZS-1999-89, resubdivision of Parcel D into Parcels D-1 and D-2, as shown on the resubdivision survey by Richard B. Edwards, PLS dated August 4, 1999.
- PZS-2010-23, resubdivision of Parcel D-2 into Parcels D-2A and D-2B as shown on the resubdivision survey by Richard B. Edwards, PLS dated July 6, 2010.
- PZS-2017-14, resubdivision of Parcel D-2A into Parcels D-2AA and D-2A-1 as shown on the resubdivision survey by Richard B. Edwards, PLS dated March 1, 2017.

The following have been identified as previously or currently operating within the boundaries of the subject site:

- Parcel D-2AA:
  - Sixty Acres construction debris landfill. Closed in 1994 (met requirements regarding final closure with the Department of Environmental Quality).
  - Big Easy Off Road Mud Track (Permit No. 24358) from 2011-2013.
  - NOLA Paintball (Permit No. 44580) since 2022 (Phill's Paintball operated in the same space since 2016).
- Parcel D-1 was developed with the St. Rose Driving Range in 2004 (Permit No. 17384). It was demolished in 2023.

**APPLICABLE REGULATIONS**

**Appendix A. Section VI. – Zoning District Criteria and Regulations**

[I.] *M-1 Light manufacturing and industry district:*

1. Use Regulations: A building or land may be used for the following purposes if in accordance with the special provisions outlined below.
  - a. A building or land shall be used only for the following purposes:
    - (1) Those uses identified as items 2 through 27 as listed in the C-3 District.
    - (2) Office parks which shall include groups or clusters of administrative, professional, and other business offices as well as individual banks and restaurants.
    - (3) Agriculture and other general farming uses.
    - (4) Warehousing and storage of nonhazardous material.
    - (5) Assembly plants.
    - (6) Bottled gas sales and/or service.
    - (7) Food processing plants.

- (8) Cellophane products manufacturing.
  - (9) Cold storage or refrigerating plants.
  - (10) Electrical parts manufacturing and assembly.
  - (11) Fiber products manufacturing (previously prepared fiber).
  - (12) Garment manufacturing.
  - (13) Glass products manufacturing.
  - (14) Ironwork (no foundry, drop hammer, and no punch presses over twenty (20) tons capacity).
  - (15) [Repealed by Ord. No. 92-1-1, § I, 1-21-92.]
  - (16) Leather products manufacturing (previously prepared leather).
  - (17) Commercial vehicle and heavy equipment sales and service.
  - (18) Millwork.
  - (19) Paint mixing and treatment (not employing a boiling process).
  - (20) Paper products manufacturing (previously prepared material).
  - (21) Plastic products manufacturing (previously prepared material).
  - (22) Sheet metal products manufacturing (light).
  - (23) Sign manufacture.
  - (24) Open storage of building material, lumber, machinery and pipe, provided the material is enclosed within a solid fence at least six feet high within required building lines when the storage area is adjacent to or across the street from an A, R, or C District.
  - (25) Railroad freight terminals, switching and classification yards, repair shops, roundhouse, power houses and fueling, sanding and watering stations.
  - (26) Television and radio broadcasting transmitters.
  - (27) Textile products manufacturing.
  - (28) Toy manufacturing.
  - (29) Well drilling services.
  - (30) Wood products manufacturing (assembling work and finishing).
  - (31) Automobile Fleet Services: Examples include rental car facilities, overnight truck parking, dispatch locations, and any use related to the temporary or periodical parking of operative motor vehicles.
- b. Special exception uses and structures (variation):
- (1) Temporary construction facilities for a period of one (1) year upon approval of the Planning Director.
- c. Special permit uses and structures include the following:
- (1) Office buildings for gambling operations, excluding all gaming activities, upon review and approval by the Planning Commission and supporting resolution of the Council.
  - (2) Operations which store or utilize hazardous materials identified through guidelines contained in subsection VI.D.I.4.b. of these regulations upon review and approval of the Planning Commission and supporting resolution of the Council.
  - (3) Cellular installations and PCS (personal communication service) installations.
  - (4) Truck terminals (with video poker gaming facilities) upon review and approval of the Planning Commission, and supporting resolution of the Council (Ord. No. 98-4-17, § IV, 4-20-98). Truck terminals with video poker gaming facilities shall conform to the regulations set forth by the state of Louisiana and to the following regulations:
    - (1) Frontage shall be on a median-divided, major arterial with a minimum of 4-roadway lanes, and having federal or state designation.
    - (2) Minimum lot size of site shall be ten (10) acres.
    - (3) Truck terminals with video poker gaming facilities shall also have all of the following amenities:
      - a) a separate truckers' lounge
      - b) a full-service laundry facility located in a convenient area for truckers' use
      - c) private showers for men and women and not located in an area open to general public restroom facilities
      - d) a travel store with items commonly referred to as truckers' supplies (items commonly used only by commercial motor vehicles)
      - e) truck scales
      - f) separate truckers' telephones
      - g) permanent storage facilities for fuel
    - (4) These regulations shall not be applied to any truck stops with video poker gaming facilities which have received a Certificate of Zoning Compliance previous to the date of this ordinance, notwithstanding any other provisions of this ordinance.
  - (5) *Towing yard.* Towing yards, upon review and approval by the Planning Commission and supporting resolution of the Council, shall conform to the following regulations:
    - (1) Site plan approval. All tow yard operators must secure approval of a site plan. The site plan shall include:
      - a) The storage layout and the maximum number of vehicles proposed to be stored. All storage parking spaces shall open directly to an access drive. Vehicles shall not be stored on top of each other. All vehicles shall be stored on an aggregate parking surface;
      - b) A seven-foot solid, opaque fence will enclose such yards and shall be maintained in a constant state of good repair. Entrances will be constructed of the same material as the fence. All entrances shall remain closed when not in use;
      - c) A ten (10) foot buffer zone when abutting a C-3 or lesser intensive use or zoning district. The buffer shall be planted with acceptable trees and shrubs;
      - d) All buildings and structures to be located on the site and the required off-street parking layout.



- (2) Towing yard operators shall maintain records of each vehicle and its storage period. These records shall be available upon request of the planning department.
  - (3) Towing yards shall also adhere to state and local licensing requirements.
  - (4) Any change of permitted plan will result in a cease and desist order being placed on the towing yard.
  - (6) Green markets upon review and approval by the Planning Commission and supporting resolution of the Council. Such sites must possess frontage on a hard-surfaced public collector or arterial street.
  - (7) Barrooms, night clubs, lounges and dancehalls upon review and approval by the Planning Commission and supporting resolution of the Council.
  - (8) Automotive racing tracks and strips upon receiving a recommendation of the Planning and Zoning Commission and an ordinance granting approval by the Parish Council.
  - (9) Disposal and/or deposition of directional boring slurry upon receiving a recommendation by the planning and zoning commission and an ordinance granting approval by the parish council. The requirement for a special permit shall not apply to directional boring associated with oil and gas production, nor shall it apply to the incidental or accidental deposition at the site of the boring.
2. Spatial Requirements:
- a. Minimum lot size: Ten thousand (10,000) square feet.  
Minimum width: One hundred (100) feet.
  - b. Minimum yard sizes:
    - (1) Front - twenty-five (25) feet
    - (2) Side - fifteen (15) feet
    - (3) Rear - twenty-five (25) feet.
    - (4) Whenever property abuts a major drainage canal as defined by the Subdivision regulations the required setback for all structures shall be ten (10) feet measured from the inner boundary of such servitude or right-of-way, notwithstanding any other more restrictive setbacks, this provision shall not apply to any lot of record created and existing prior to the effective date of Ordinance No. 99-12-8, December 15, 1999.
3. Transportation System: Arterial, rail, water.
4. Special Provisions:
- a. No manufacturing operations within the M-1 zoning district shall emit odors, gas or fumes beyond the lot line or produce a glare beyond the lot line. All facilities shall be dust-proofed including walkways, driveways and parking areas. All operations must be conducted within a building or within an area enclosed on all sides by a solid fence or wall no less than six (6) feet in height.
  - b. Where any industrial or commercial use in an M-1 zoning district abuts any residential district or use, a six-foot high solid wood or vinyl fence or masonry wall shall border the same and there shall be a buffer strip fifteen (15) feet wide designated and maintained on the site planted with plant materials acceptable for buffer zones unless the Planning and Zoning Department shall require a greater buffer strip.
  - c. The use(s) shall not receive, process, or create hazardous materials which are listed on the latest National Toxicology Programs Annual Report on Carcinogens, SARA Title III section 302 (EHS), and/or SARA Title III Section 313 (toxicity) without a special permit as identified in section VI.D.[I].1.c of this ordinance. Whenever a proposed development or expansion involves chemical processing or storage on a site in an M-1 zoning district and the uses do not require a special permit as identified in section VI.D.[I].1.c of this ordinance, certification shall be furnished by a chemical engineer, registered in the State of Louisiana and approved by the Parish of St. Charles, that materials associated with the enterprise do not appear on cited hazardous material lists. Those chemicals or materials which are permitted under this regulation either by special permit or certification of compliance, shall be stored in accordance with the National Fire Protection Association Flammable and Combustible Liquids Code (NFPA 30 1990), or amended version. With regard to placement of allowable materials on site, the minimum distance in feet from property line which is or can be built upon, including the opposite side of a public roadway, shall be two times the minimum distances required by NFPA 30. In the event the distances required by this paragraph exceed the minimum distances required by NFPA 30, then the requirements of this paragraph shall govern.

**Appendix C. Section II. Subdivision Procedure**

**C. Minor Resubdivisions.**

- 1. In instances where a net increase of five (5) or fewer lots is proposed by subdivision or resubdivision and no new or additional public improvements are required, no formal preliminary plat shall be required. The plan of resubdivision shall comply with requirements outlined in section II.C.3 of this section, and with all relevant land use regulations, including the St. Charles Parish Zoning Ordinance and Subdivision Regulations. The Planning and Zoning Commission may approve or deny the application. The basis for denial shall be stated at the meeting and on the record of the Planning and Zoning Commission.
- 2. Traffic Impact Analysis. A Traffic Impact Analysis, including all required documentation, shall be submitted in accordance with the Parish's Traffic Impact Analysis Policy.
- 3. Consecutive Minor Subdivisions. The Minor Resubdivision process is not intended to create major subdivisions from multiple minor subdivisions. Whenever a minor subdivision results in a net increase of lots, parcels, or tracts, no application for a further increase of lots shall be considered by the Planning Commission for a period of two years from the date of recordation unless a majority of the Planning Commission votes to consider the consecutive request to resubdivide into additional lots. This restriction shall not prohibit a property owner from changing boundary lines by administrative resubdivision.
- 4. Subdivisions and resubdivisions which meet the guidelines contained in Section II.C. of these regulations shall be presented to the Department of Planning and Zoning in the form of a plan which conforms to the laws of the State of Louisiana governing surveying, platting, and subdivision of land. The proposed subdivision shall contain the following information;
  - a. Location of the property.
  - b. Name(s) and address(es) of the owners.
  - c. Name and address of the Land Surveyor preparing the plan as well as the date the survey was prepared. The survey shall be dated within one (1) year of the subdivision application date.

- d. Existing property lines and lot numbers, including names and width of adjoining streets.
- e. Proposed property lines and revised numbers of proposed lots.
- f. Location and dimensions of existing buildings.
- g. Layout and dimensions of all existing, proposed, and required servitudes and rights-of-way, including but not limited to servitudes for sidewalks, utilities, access, drainage ditches, and canals.
- h. Existing lakes and ponds.
- i. North arrow and scale.
- j. The following note shall be added to all resubdivision maps: All necessary sewer, water and/or other utility extensions, relocations or modifications shall be made solely at the lot owner's expense.
- k. Stormwater Pollution Prevention Plan. For Minor Subdivisions that involve more than one (1) acre, the MS4 Administrator may require the submittal of a Stormwater Pollution Prevention Plan and/or Post Construction Stormwater Permit, including all required documentation, in accordance with Chapter 25—Stormwater Management and Erosion and Sedimentation Control.
- l. The following note shall be added to resubdivision maps that result in a net increase of lots: No lot created by this act of subdivision shall be divided in such a way that another net increase in the number of lots occurs for a period of two years.

**Appendix C. Section III. Geometric Standards B. Blocks**

- 3. Arrangement. All lots shall possess frontage on a street or roadway that meets the specifications of these regulations. When the subdivision of a parcel of land does not permit a normal street arrangement due to size or location of the land, there may be established a street with a cul-de-sac or turning circle which provides proper access to all lots. A cul-de-sac or turning circle, as described in Section III.A.2.e., shall be required at the end of dead end streets when the length of the dead end street exceeds the width of two (2) lots.

**Appendix C. Section V. Administrative B. Variations and Exceptions**

- 1. The regulations contained herein may be varied or modified where the literal enforcement of one or more provisions of the ordinance (i) is impracticable, or (ii) will exact undue hardship because of peculiar conditions pertaining to the land in question. Financial hardships shall not be considered as valid criteria for any such waiver or modification of existing regulations. The Planning Commission, with a supporting resolution of the Council, may grant such a waiver or modification of these regulations only when such requests meet the conditions of this subsection and are not detrimental to the public interest.

**FINDINGS**

This minor resubdivision proposes dividing two (2) lots into four (4).

Each proposed lot meets the minimum area and width requirements for the zoning district, and Lots D-1-A and D-2AA-1 meet geometric standards.

Lots D-2AA-2 and D-2AA-3 do not meet Geometric Standards, specifically item III.B.3. Arrangement, which states:

- *All lots shall possess frontage on a street or roadway that meets the specifications of these regulations.*

Lots D-2AA-2 and D-2AA-3 are shown as landlocked lots, with no frontage on a street.

The applicant has requested a waiver from this requirement, citing the use of an existing driveway and aggregate drive running through the west side of the subject site to provide access to the landlocked lots.

The Department does not support the waiver request.

The depth of the subject site coupled with its divided and relatively narrow frontage on Airline Drive limits how it may be resubdivided, at least in a way that allows all parcels to possess the required frontage on a street. But the department cannot endorse a resubdivision resulting in landlocked lots.

The most appropriate way to further divide this site while ensuring Parish requirements and development standards are met is through the extension and dedication of adequate infrastructure through the Major Subdivision process.

**DEPARTMENT RECOMMENDATION**

**Denial.**

**If the Planning Commission approves this request and the waiver, it will be forwarded to the Parish Council for consideration of a supporting resolution on the waiver.**

Name: LORNA BOURBOIS

Address: 10308 AIRLINE HIGHWAY, ST. ROSE, LA.

Case Number: 2023- 15 -MIN

Members of the St. Charles Parish Planning Commission:

This minor resubdivision request does not meet all requirements of the St. Charles Parish Subdivision Regulations of 1981, specifically:

- **Section III.B.3. Arrangement. All lots shall possess frontage on a street or roadway that meets the specifications of these regulations.**

The literal enforcement of these provisions of the ordinance is impracticable or will exact undue hardship because of peculiar conditions pertaining to the land in question, which includes:

EXISTING ROAD EXISTS ON WESTERN SIDE  
OF SUBDIVISION, IT IS TO BE UTILIZED FOR ACCESS  
TO PROPERTY. EXISTING ACCESS DRIVEWAY  
ON U.S. 61 EXISTS AND WAS CONSTRUCTED  
AND APPROVED BY LADOTD.

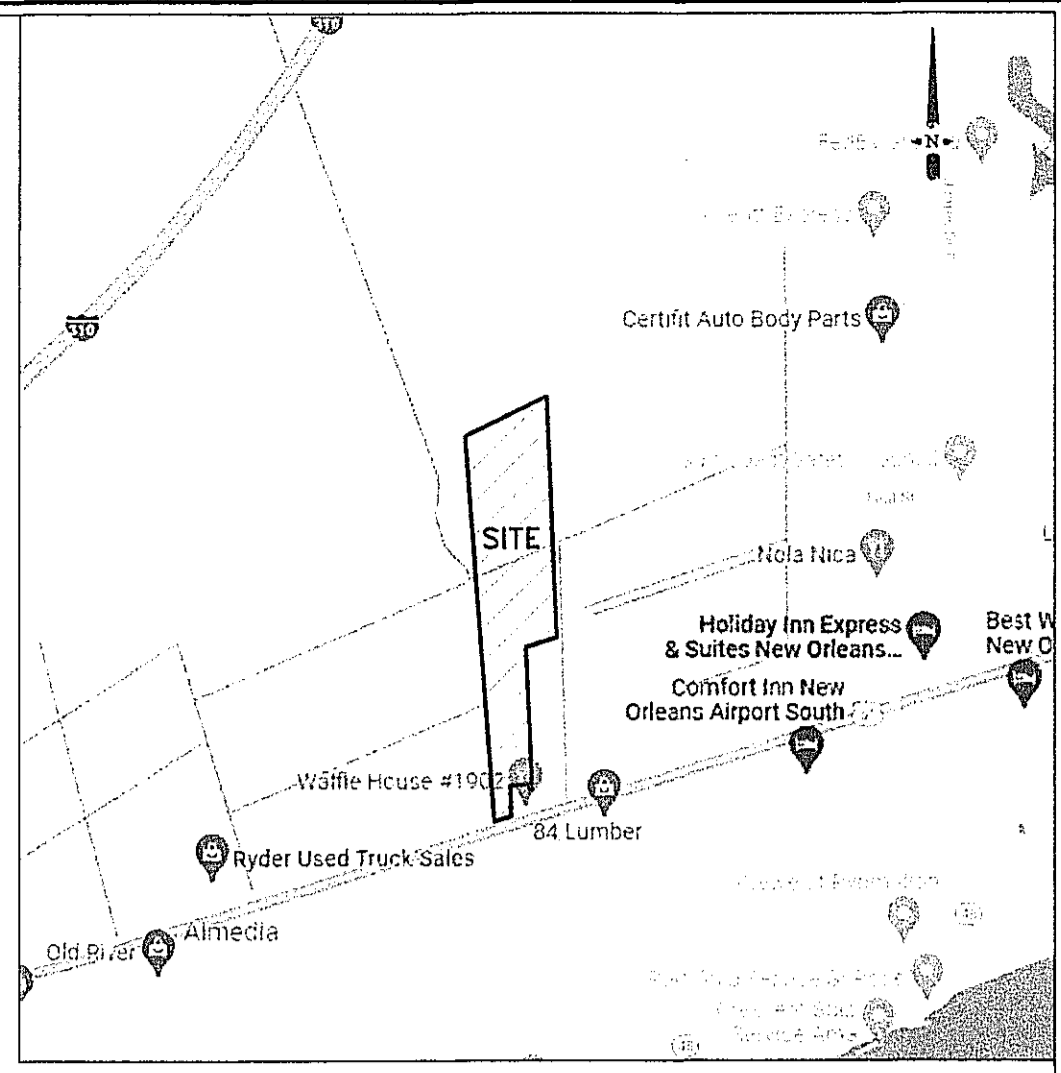
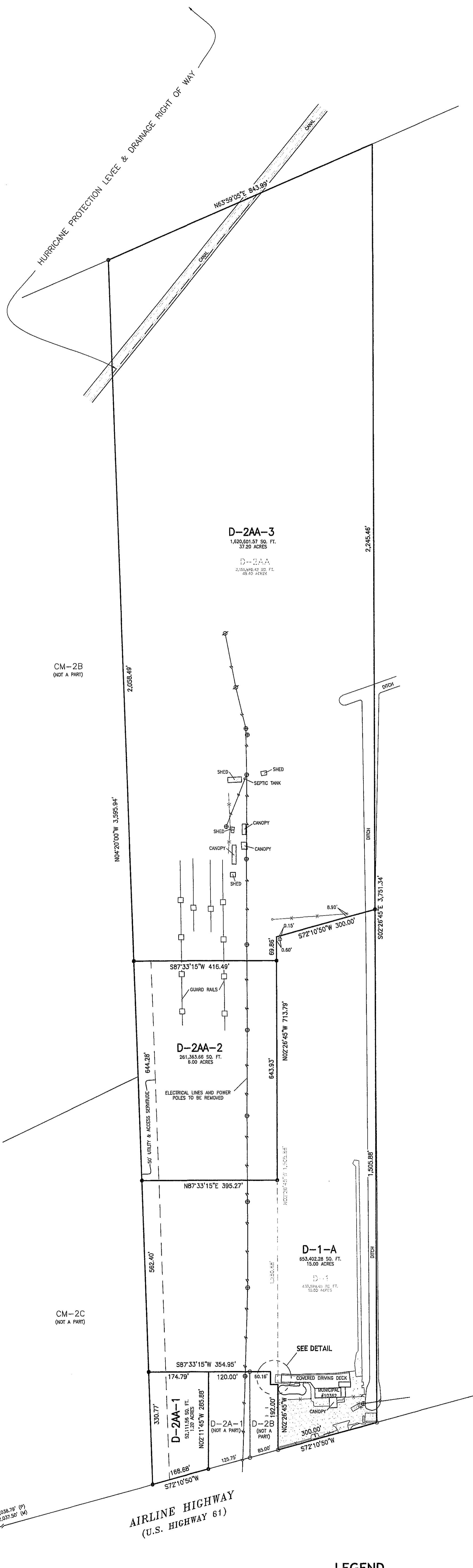
Please consider this waiver request with my application.

Thank you.

Applicant Signature: 

Date: 9/19/23

LAKE PONTCHARTRAIN (SIDE)



VICINITY MAP (NOT TO SCALE)

DEVELOPERS

BMB REAL ESTATE, LLC.  
10308 AIRLINE HIGHWAY, SUITE F  
ST. ROSE, LA, 70087  
(504) 487-3119

APPROVALS

CHAIR, PLANNING AND ZONING COMMISSION DATE

CHAIR, ST. CHARLES PARISH COUNCIL DATE

PARISH PRESIDENT DATE

RECORDED IN THE CLERK OF COURT'S OFFICE  
ST. CHARLES PARISH, LOUISIANA  
ON THE DAY OF 20  
INSTRUMENT NUMBER

"ALL NECESSARY SEWER, WATER AND/OR OTHER UTILITY EXTENSIONS, RELOCATIONS OR MODIFICATIONS SHALL BE MADE SOLELY AT THE LOT OWNER'S EXPENSE."

SURVEY REFERENCE

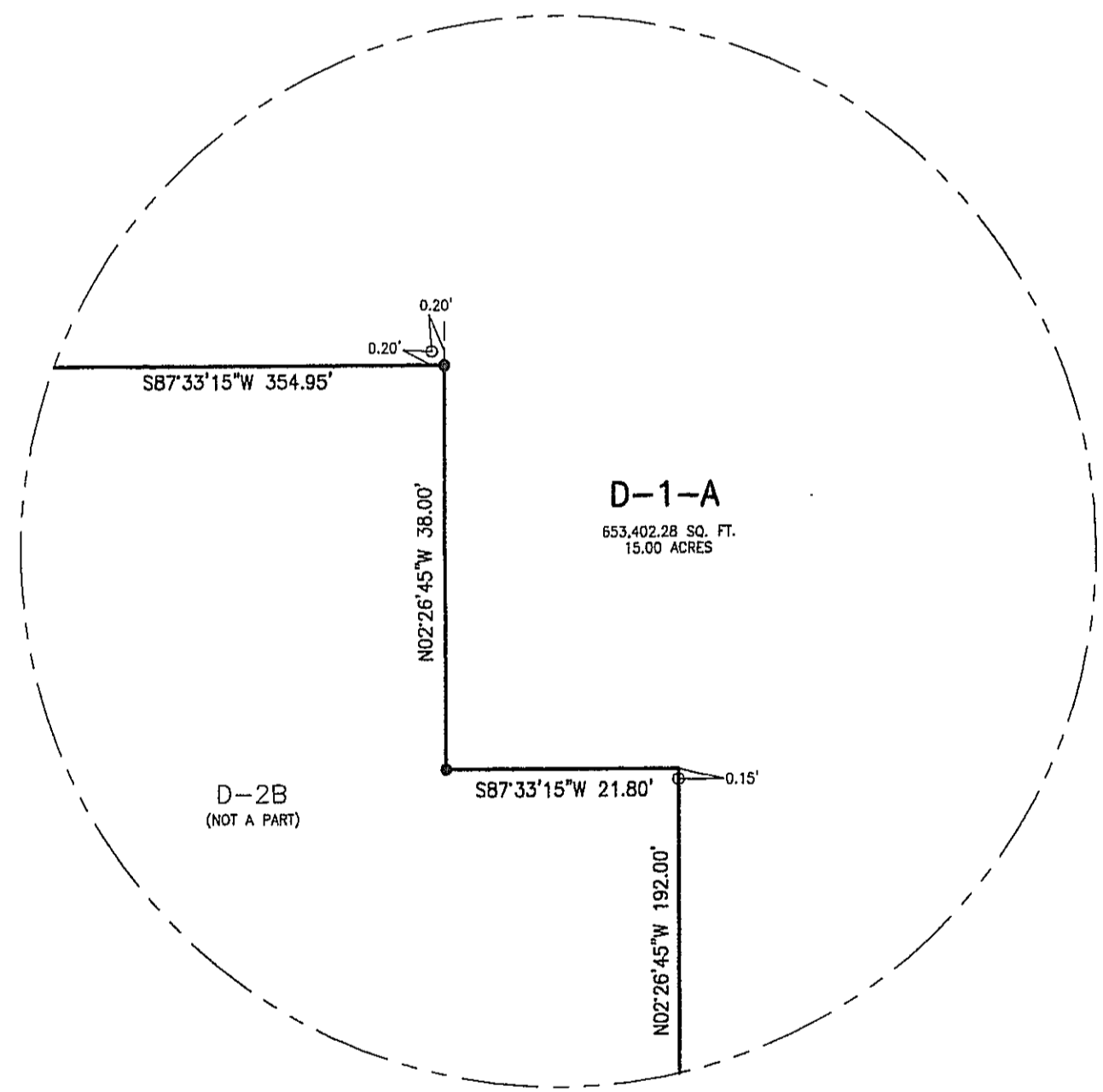
- 1. RESUBDIVISION OF PARCEL D-2A INTO D-2AA AND D-2A-1, FAIRVIEW PLANTATION BY MADNLE - EDWARDS SURVEYING, DATED MARCH 1, 2017.
2. RESUBDIVISION OF CM-1A, 5.487 ACRE PORTION OF CM-2A, 6.873 ACRE PORTION OF CM-2A, & THE REMAINING PORTION OF CM-2A INTO LOTS CM-1B, CM-2B & CM-2C FAIRVIEW PLANTATION BY CODY A. DIMARCO, P.L.S., DATED FEBRUARY 16, 2022.
3. LAKE PONTCHARTRAIN LEVEE DISTRICT, REACH 1B, RIGHT OF WAY MAP BY R.P. FONTCUBERTA, JR., R.L.S., DATED APRILL 1999.

BASIS OF BEARING

BEARINGS HEREON ARE ESTABLISHED BY THE LOUISIANA STATE PLANE COORDINATE SYSTEM, LOUISIANA SOUTH ZONE USING LSU C4G NETWORK SOLUTION ON 12-19-2022 NAVD 88/NAD 83 GEOID 12A.

GENERAL SURVEY NOTES

- 1. IMPROVEMENTS MAY NOT BE TO SCALE FOR CLARITY. THE DIMENSIONS SHOWN PREVAIL OVER SCALE.
2. NO LOT CREATED BY THIS ACT OF SUBDIVISION SHALL BE DIVIDED IN SUCH A WAY THAT ANOTHER NET INCREASE IN THE NUMBER OF LOTS OCCURS FOR A PERIOD OF TWO YEARS.



DETAIL SCALE: 1" = 100'

SECTION 40 ALMEDIA PLANTATION
SECTION 39 FAIRVIEW PLANTATION

FOX PLACE (SIDE)

CM-2B (NOT A PART)

CM-2C (NOT A PART)

AIRLINE HIGHWAY (U.S. HIGHWAY 61)

D-2AA-3 1,620,261.37 SQ. FT. 37.20 ACRES

D-2AA-2 261,383.69 SQ. FT. 6.00 ACRES

D-1-A 653,402.28 SQ. FT. 15.00 ACRES

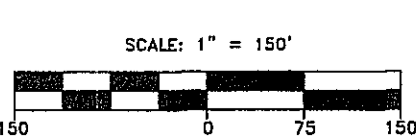
D-2A-1 50,114.56 SQ. FT. 1.15 ACRES

D-2A-2 122,111.46 SQ. FT. 2.85 ACRES

D-2A-3 122,111.46 SQ. FT. 2.85 ACRES

LEGEND

- (P) = PLAN
(A) = ACTUAL
● = 1/2" IRON ROD SET
○ = IRON ROD FOUND
⊕ = UTILITY POLE
⊙ = LIGHT POLE
— = CHAIN LINK FENCE
— = OVERHEAD UTILITY LINE
■ = CONCRETE



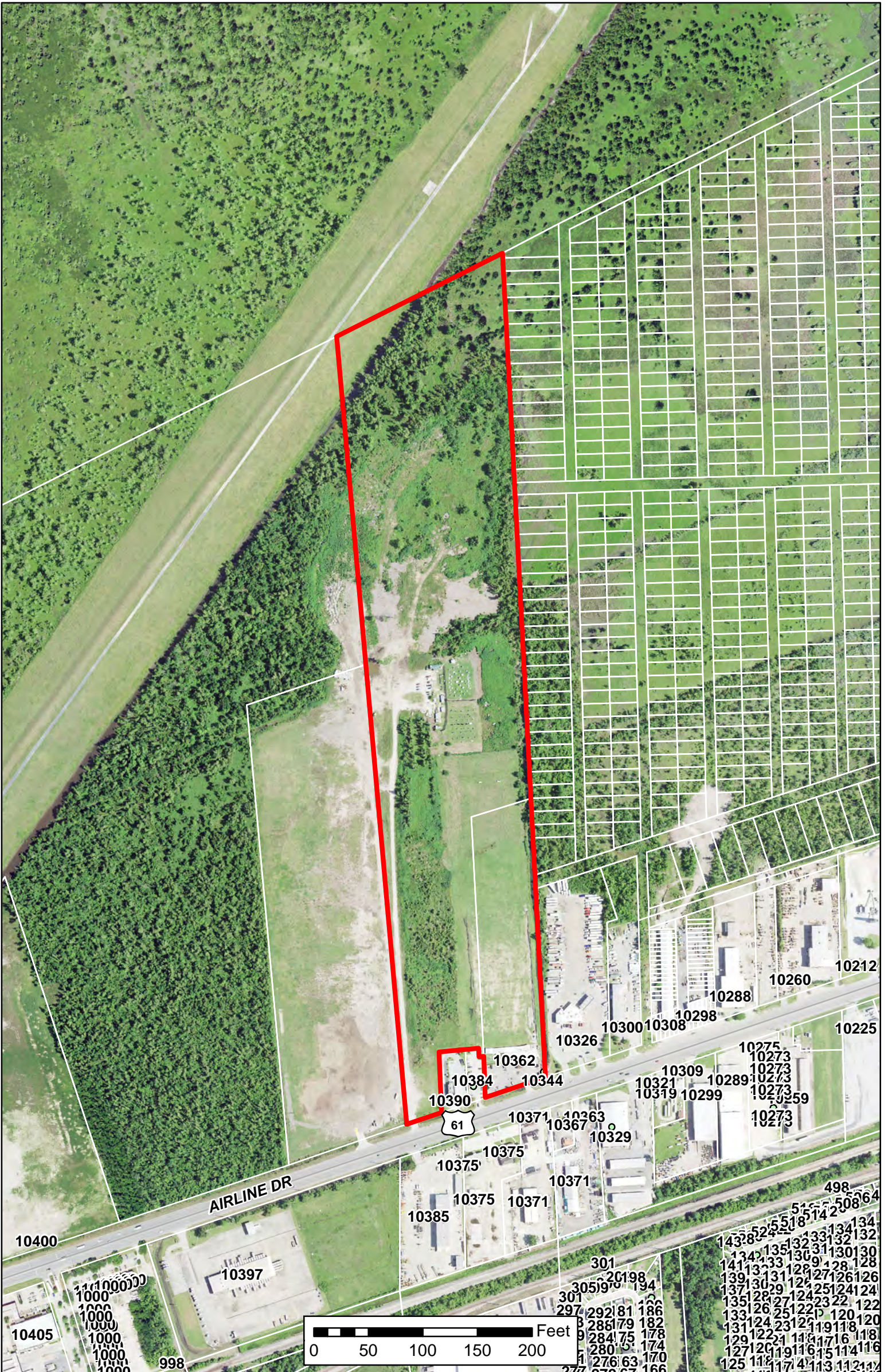
Professional survey plat information including title, developer (BMB REAL ESTATE, LLC), surveyor (CODY A. DIMARCO), date (07-24-2023), scale (1" = 150'), and sheet number (1 OF 1).



2023-15-MIN

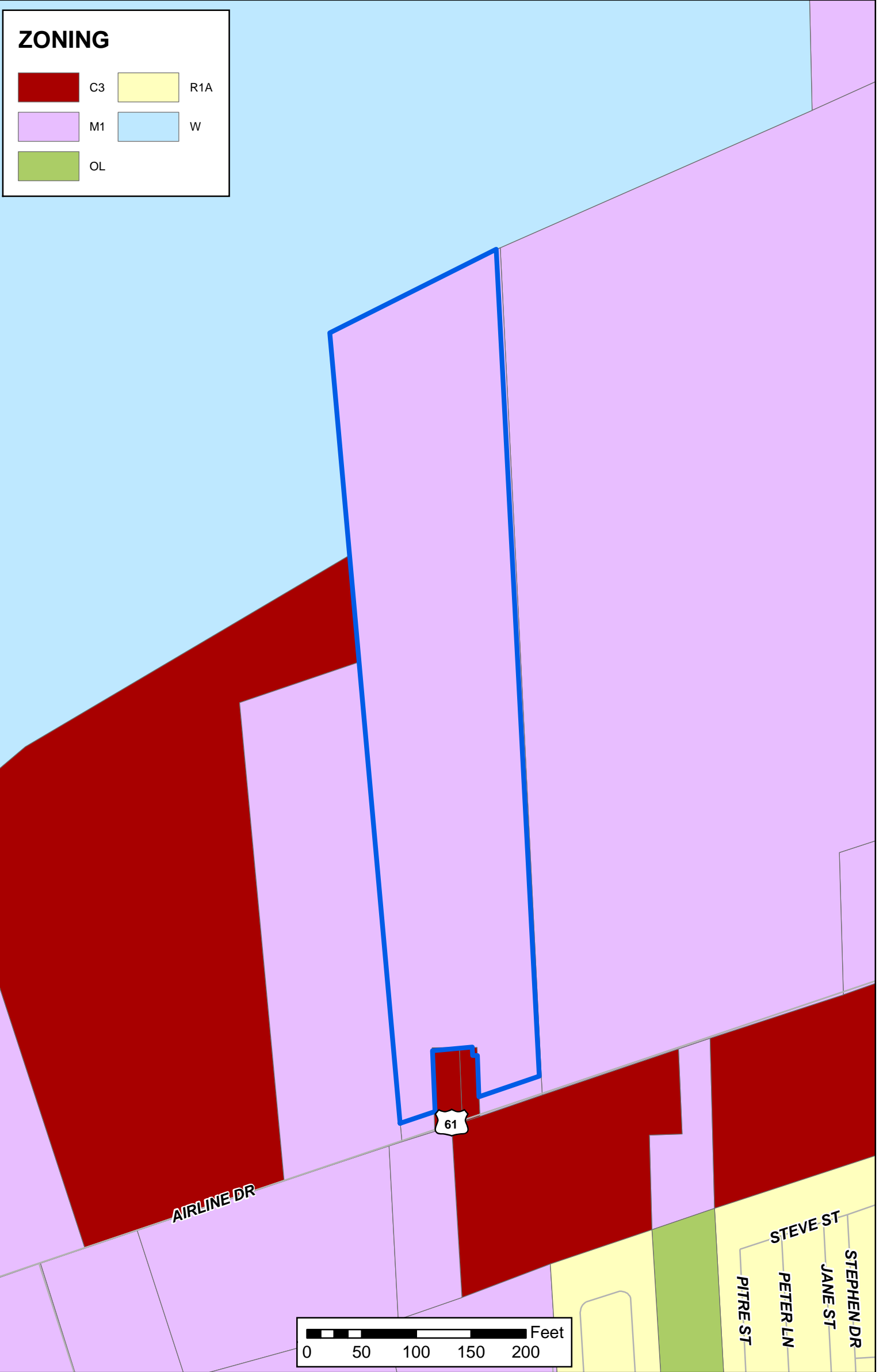
Minor Resubdivision: 2 lots into 4

N





2023-15-MIN  
Minor Resubdivision: 2 lots into 4






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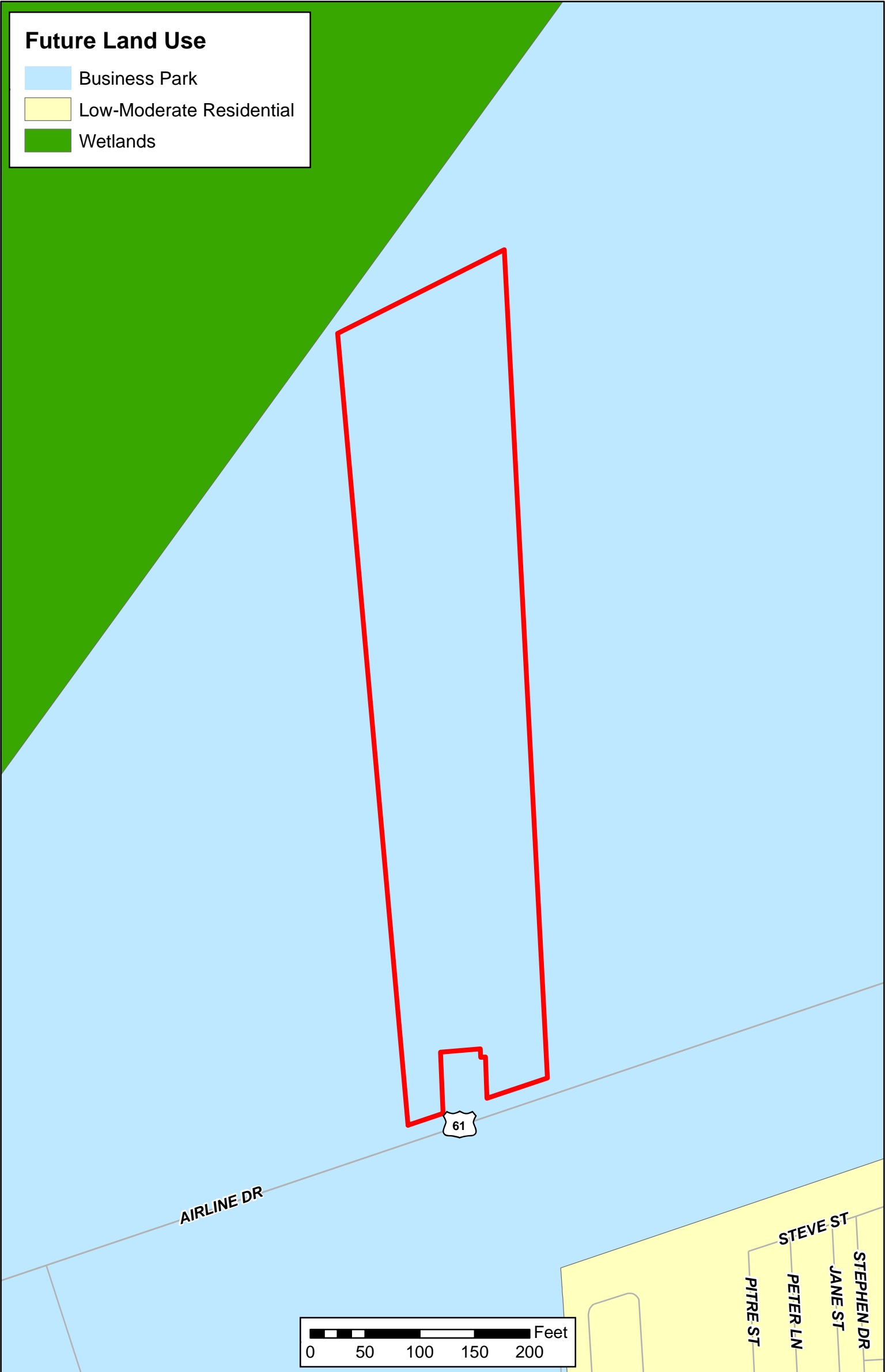
Minor Resubdivision: 2 lots into 4

N



**Future Land Use**

-  Business Park
-  Low-Moderate Residential
-  Wetlands





## Department of Planning & Zoning Staff Report – Special Permit Use Case No. 2023-6-SPU

### APPLICATION INFORMATION

- **Applicant / Property Owner**  
Khawaja Omer  
64 Emile Ave  
Kenner, LA 70065  
504.478.5419  
rawaha2001@yahoo.com
- **Property Owner**  
Mohamed Nabut  
Nabut Brothers, LLC  
P.O. Box 1045  
Hahnville, LA 70057
- **Request**  
Automobile sales in C-2 zoning

### SITE INFORMATION

- **Location**  
Lot 1, Autin Subdivision; 16830 Hwy 90, Des Allemands
- **Size of Site**  
10,446.6 sq. ft.
- **Current Zoning and Land Use**  
C-2, General Commercial District.

The property is improved with a commercial building and associated parking lot. A portion of the commercial building was approved for R-1A use in 2012 (PZSPU-2012-05).

- If the R-1A use has ceased for a period of six (6) months, the SPU approval is expired and R-1A use is no longer permitted.

- **Surrounding Zoning and Land Use**  
R-1A(M) is adjacent to each side and to the rear; R-1A is located across Highway 90.

Surrounding land uses consist single family dwellings.

- **Future Land Use Recommendation**  
*Commercial: This category includes single-use commercial, retail, office and service uses. Commercial areas should seek to strengthen existing retail and service uses, encourage the introduction of new uses, and introduce complementary adjoining uses such as public facilities and moderate-density residential, to reinforce the retail base and support the continued health of these uses. Commercial uses must be consistent with the surrounding area and compatible with adjacent uses.*

- **Flood Zone & Minimum Building Elevation**  
1992 Flood Insurance Rate Map: X Zone  
2013 Digital Flood Insurance Rate Map: AE +5

Minimum building elevation is +6 feet.

- **Traffic Access**  
This site is a corner lot with frontage on Highway 90 and Autin Lane. Access is provided via a driveway from Highway 90, and the entire length of the parking lot can be access from Autin Lane.
- **Utilities**  
Standard utilities are available on Highway 90 and Autin Lane.



## APPLICABLE REGULATIONS

### Appendix A. Section VI. – Zoning District Criteria and Regulations

[III.] C-2 General commercial district— Retail sales:

1. Use Regulations:
  - a. A building or land shall be used for the following purposes:
    - (1) All uses allowed in C-1 District.
    - (2) Retail sales (except auto and mobile home sales), usage, and storage
    - (3) Hotels, motels and apartment hotels
    - (4) [Repealed by Ord. No. 92-9-14, 9-8-92.]
    - (5) Restaurants (including drive-in restaurants) and cafeterias. Specific land use requirements for restaurants serving alcoholic beverages are contained in subsection III.59. of these regulations, with further details contained within Chapter 3 of the St. Charles Parish Code of Ordinances.
    - (6) Animal hospitals where all animals are kept inside the building
    - (7) Service station
    - (8) Commercial recreation facilities
    - (9) Commercial greenhouses and nurseries
    - (10) Commercial schools
    - (11) Shops not to exceed two thousand five hundred (2,500) square feet of floor area for the repair and servicing of the following:
      - bicycles
      - radios
      - televisions
      - stereos and recorders
      - household appliances
      - locksmith
      - typewriters
      - other similar uses
    - (12) Shops not to exceed two thousand five hundred (2,500) square feet of floor area may also include the following uses:
      - dressmakers
      - millinery
      - tailors
      - baking goods sales
      - laundry and dry cleaners
      - theatres (but not the drive-in type)
    - (13) Laboratories
    - (14) Customary accessory uses incidental to the above uses when located on the same lot
    - (15) Funeral homes (provided that a petition of no objection signed by a majority of property owners within a three hundred foot radius of the site and one hundred (100) percent of the property owners on the same street within the same block be filed with the Planning Zoning Department
    - (16) Cemeteries and mausoleums, provided however that such uses shall be located on sites of at least twenty (20) acres, all graves shall be set back at least fifty (50) feet from all property lines, shall have a minimum street frontage of one hundred (100) feet and a fence or screen planting six (6) feet high shall be provided along all property lines adjoining all districts.
    - (17) Other uses of similar intensity.
    - (18) Mini-storage facilities (limited to one-story construction in C-2 district).
    - (19) Historic home site bed and breakfast.
  - b. Special exception uses and structures include the following:
    - (1) Dwelling units contained within the office building
    - (2) Reserved
    - (3) Reserved
    - (4) Churches
    - (5) Movie theaters
    - (6) Temporary on-site construction buildings for a period of one (1) year upon approval of the Planning Director.
  - c. Special permit uses and structures include the following:
    - (1) R-1A and R-1B uses upon review and approval by the Planning Commission.
    - (2) R-3 uses upon review and approval by the Planning Commission and supporting resolution of the Council.
    - (3) Office buildings for gaming operations, excluding all gaming activities, upon review and approval by the Planning Commission and supporting resolution of the Council.
    - (4) Automobile sales and minor automotive repair. Automobile sales and service on designated federal and state highways; body repair activities being strictly prohibited in the C-2 zoning district.**
    - (5) Heating and air conditioning service.
    - (6) Sheet metal shops
    - (7) Plumbing shops.
    - (8) Green markets upon review and approval by the Planning Commission and supporting resolution of the Council. Such sites must possess frontage on a hard-surfaced public collector or arterial street.
    - (9) Bingo halls, video bingo parlors, and off-track betting establishments upon review of the planning commission and ordinance of the St. Charles Parish Council.
2. Spatial Requirements:
  - a. Minimum lot size: Six thousand (6,000) square feet, minimum width - sixty (60) feet.
  - b. Minimum yard sizes:
    - (1) Front - twenty (20) feet
    - (2) Side - five (5) feet
    - (3) Rear - ten (10) feet.

- (4) Whenever property abuts a major drainage canal as defined by the Subdivision regulations the required setback for all structures shall be ten (10) feet measured from the inner boundary of such servitude or right-of-way, notwithstanding any other more restrictive setbacks, this provision shall not apply to any lot of record created and existing prior to the effective date of Ordinance No. 99-12-8, December 15, 1999.
3. Transportation Requirements: Arterial
4. Special Provisions:
  - a. Where any commercial use in a C-2 zoning district abuts any residential district or use, a six-foot high solid wood fence or masonry wall shall border the same and there shall be a buffer strip ten (10) feet wide designated and maintained on the site planted with plant materials acceptable for buffer zones.

**Appendix A. Section IV.**

A. *Evaluation Criteria* – those uses requiring approval for either a *Special Exception* or a *Special Permit Use* shall be evaluated by the criteria below. These criteria are to be considered illustrative and not restrictive. Other criteria may be considered though not specifically listed below if said criteria affect the general health, safety, and welfare of the public.

1. Compliance with the current St. Charles Parish Comprehensive Plan.
2. Compatibility with existing uses on abutting sites in terms of site development, building design, hours of operation, and transportation features related to safety and convenience of vehicular and pedestrian circulation.
3. Adequacy and convenience of off-street parking and loading facilities and protection of adjacent property from glare of site lighting.
4. Potentially unfavorable impacts on other existing uses on abutting sites to the extent such impacts exceed those impacts expected from a permitted use in the zoning district.
5. Protection of persons and property from erosion, flood or water damage, fire, noise, glare, and similar hazards or impacts.
6. A site development plan shall be required as part of the application process. The following design criteria shall be evaluated on the plan:
  - a. Required yards and open space
  - b. Ingress and egress to property
  - c. Parking and loading areas
  - d. Location of garbage facilities
  - e. Landscaping, buffering, and screening
  - f. Signage
  - g. Height and bulk of structures
  - h. Location and direction of site lighting

<b>SPU CRITERIA COMPLIANCE</b>
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The proposal meets the criteria as follows:

1. *Compliance with the current St. Charles Parish Comprehensive Plan.* The site is designated as Commercial on the Comprehensive Plan’s Future Land Use Map. Automobile sales is consistent with this designation. **Complies**
2. *Compatibility with existing uses on abutting sites in terms of site development, building design, hours of operation, and transportation features related to safety and convenience of vehicular and pedestrian circulation.* The surrounding area is comprised almost entirely of residential uses. More specifically residential zoning and uses abut this commercially zoned and developed site on each side. As a result it cannot be said that the commercial use of this site is compatible with the surrounding residential uses. But the question of compatibility would be more applicable if this was a map amendment that would introduce commercial zoning within a residential district for a new commercial development. In this case the site has been zoned for commercial use since at least 1981 and has been developed for commercial purposes for some time. With the site already zoned C-2 there are uses permitted by right which would have the same question of compatibility. Additionally, the site has frontage on and driveway access to Highway 90 where commercial development to some degree should be expected. **N/A**
3. *Adequacy and convenience of off-street parking and loading facilities and protection of adjacent property from glare of site lighting.* Used automobile sales require five (5) spaces plus one (1) space per employee. The existing parking lot has enough area to accommodate the 6 to 7 required parking spaces while leaving room for approximately 9 to 11 vehicles on display for sale. Because required parking and traffic circulation elements will share the same space as vehicles on display for sale, all areas where vehicles will be parked or stored must meet the Parish’s Site Design Requirements for parking (Appendix A., Section VIII), specifically item B.4 which states “Each parking space shall open directly upon an aisle or driveway which is connected to a street or alley by a paved driveway which affords ingress and egress for a vehicle without requiring another vehicle to be moved.” The Department recommends restriping the parking area to clearly designate parking spaces and traffic circulation areas and ensure vehicles are parked or stored in a way that meets Site Design Requirements for parking. **Complies**
4. *Potentially unfavorable impacts on other existing uses on abutting sites to the extent such impacts exceed those impacts expected from a permitted use in the zoning district.* C-2 zoning

permits by right uses such as restaurants, offices, retail stores, gas stations, etc. Compared to a vehicle sales lot, these uses typically have longer hours of operation and are more frequently visited by the public, likely generating more traffic. A used car lot should not exceed those impacts expected uses permitted by right at this location. **Complies**

5. *Protection of persons and property from erosion, flood or water damage, fire, noise, glare, and similar hazards or impacts.* The site is already developed and no other improvements are proposed as part of this request. Additional hazards and impacts are not expected. Any renovations needed for the interior space must be permitted and required building code review.

**Complies**

6. *A site development plan shall be required as part of the application process. The following design criteria shall be evaluated on the plan:*

a. *Required yards and open space.* No improvements are proposed affecting the existing building footprint. The current building does not meet C-2 zoning setback guidelines for the side yard and Autin Lane front side yard. **Complies**

b. *Ingress and egress to property.* The site is developed with a driveway providing ingress/egress from Highway 90, and the entire length of the parking lot is accessible through Autin Lane. **Complies**

c. *Parking and loading areas.* The proposed use requires five (5) spaces plus one (1) space per employee. The site is developed with a parking lot that can accommodate the required parking while leaving room for inventory on display. The parking area should be arranged in a way that meets the Parish's Site Design Requirements for parking lots, as detailed under item 3 above. **Complies**

d. *Location of garbage facilities.* **N/A**

e. *Landscaping, buffering, and screening.* A ten (10) foot planted buffer with a six (6) foot high solid fence would typically be required along the Murphy Lane side due to being adjacent to residential zoning, but the owner of the subject site also owns this adjacent, residentially zoned property. With this in mind, along with the property boundaries not allowing for the full 10 ft. buffer, the required buffer can be limited to the 6 ft. solid fence. It should also be noted this commonly owned, residentially zoned property is not a part of this application and must be kept clear of any activity associated with the proposed car lot. If there is ever an intention to expand commercial activity into this abutting property, a rezoning would be required, and a full buffer would be required along the Murphy Lane side where directly abutting residential uses. **Complies**

f. *Signage.* Signage is not proposed as part of this request. Any new signage would be reviewed as part of a sign permit application. **N/A**

g. *Height and bulk of structures.* The building is legally nonconforming and does not meet setback requirements for the C-2 district, specifically the side yard and the Autin Lane side front yard. But changes to the height and bulk of the structure's footprint are not proposed with this request nor are they required. **Complies**

h. *Location and direction of site lighting.* The site is developed and no changes to existing site lighting are proposed. **N/A**

## ANALYSIS

This request for a business conducting automobile sales used on Lot 1, Autin Subdivision, 16830 Highway 90, Des Allemands, meets the majority of the applicable review criteria as detailed in the previous section.

An automobile sales business conforms to the commercially developed site with frontage on Highway 90, and no significant improvements are proposed or required with this use.

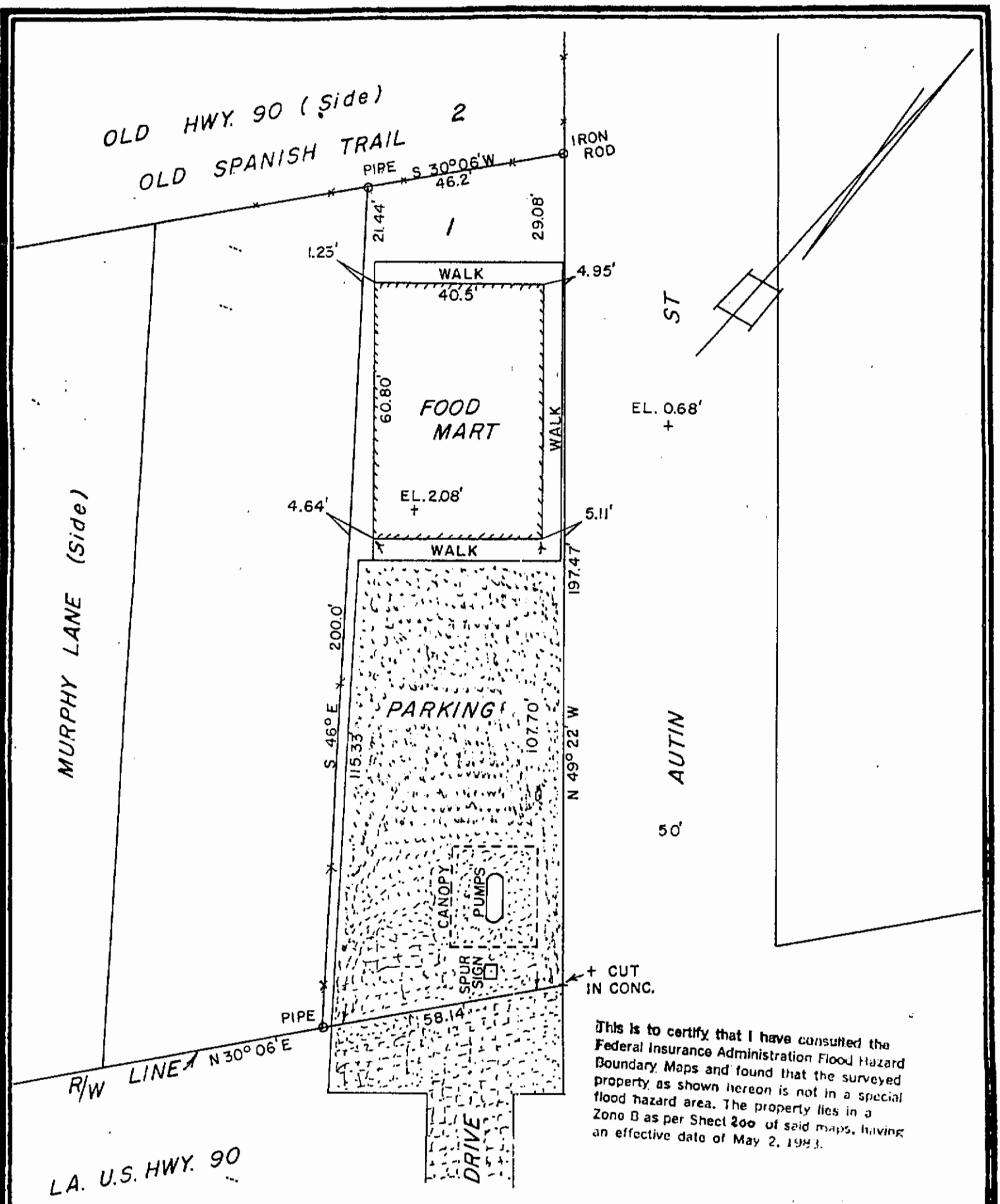
The department does recommend attaching some stipulations/conditions to an approval, as detailed in the following section.

<b>DEPARTMENT RECOMMENDATION</b>
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**Approval, with the following stipulations:**

- **A six (6) foot solid fence shall be installed along the Murphy Lane property line.**
- **The parking area should be striped to clearly mark parking, vehicular circulation areas, and inventory storage in conformance with Appendix A., Section VIII. – Site Design Requirements.**
- **Inventory on display for sale must be confined to the boundaries of the developed parking area and must not encroach into the Autin Lane right-of-way.**





This is to certify that I have consulted the Federal Insurance Administration Flood Hazard Boundary Maps and found that the surveyed property as shown hereon is not in a special flood hazard area. The property lies in a Zono B as per Sheet 200 of said maps, having an effective date of May 2, 1983.

**SURVEY OF AND LOCATION OF IMPROVEMENTS OF LOT 1 OF AUTIN SUBDIVISION, BEING A PORTION OF LOT 53 OF THE COTEAU de FRANCE, OR RANSON TRACT LOCATED IN SECTIONS 41 & 47, T14S R20E, AT DES ALLEMANDS, ST. CHARLES PARISH, LA.**

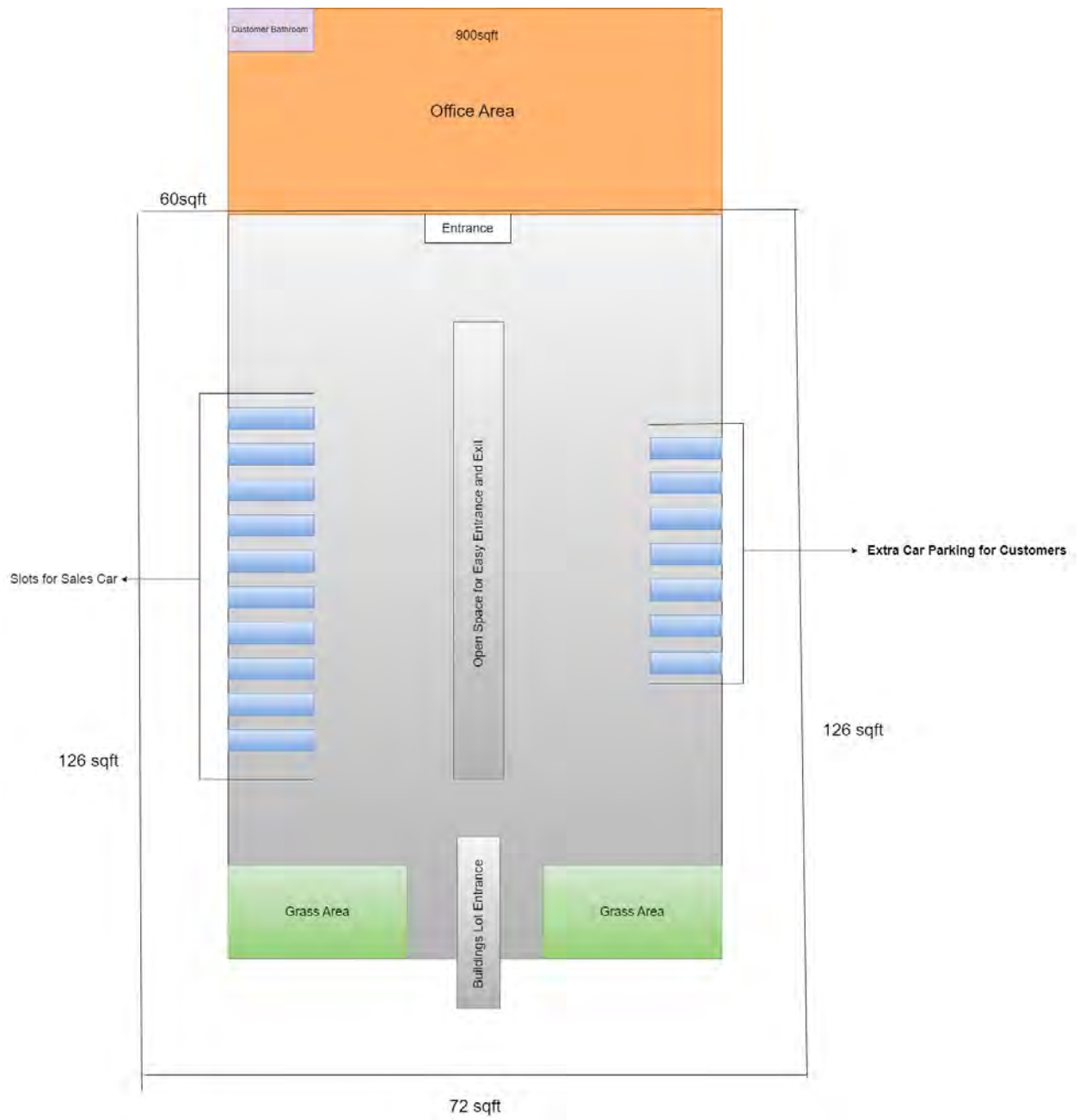
**CERTIFIED CORRECT TO:**  
Community Bank and  
Kathryn Arceneaux

**SCALE** : 1" = 30'  
**DATE** : July 23, 1990  
**o** : Denotes Iron rods se'

\_\_\_\_\_  
**SURVEYOR**

Prepared by the office of  
**R.P. Bernard**, Boutte.  
St. Charles Parish, La.

2136



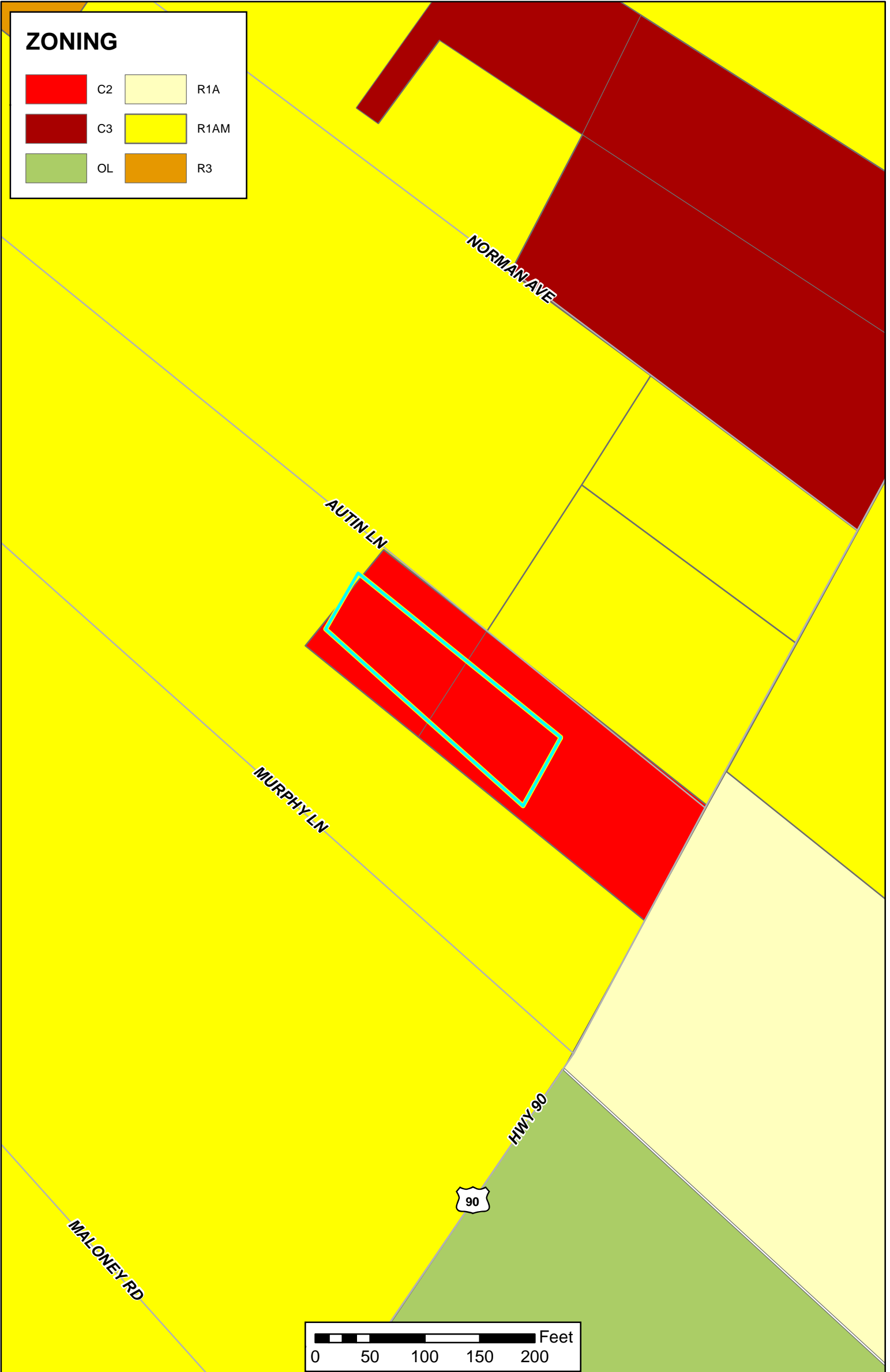


# 2023-6-SPU Automobile Sales in C-2





# 2023-6-SPU Automobile Sales in C-2





2023-6-SPU  
Automobile Sales in C-2

