

Ord.

2009-0130

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO. 09-4-15

An ordinance to approve and authorize the execution of an Act of Sale by Kerry Pointe, LLC for certain property located in Kerry's Pointe Waterfront Community, Bayou Gauche.

WHEREAS, during the State of Emergency created by the hurricanes in 2008, St. Charles Parish found it necessary to construct a levee across Lot 24, Kerry's Pointe Waterfront Community, Bayou Gauche, which levee formed a part of the Sunset Drainage District Levee; and,

WHEREAS, the owner of the property, Kerry Pointe, LLC, is entitled to be paid for the entire lot since the residual part has no use; and,

WHEREAS, an appraisal of the property shows the value as \$61,400.00; and,

WHEREAS, it is necessary that the Parish purchase said property.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Act of Sale by Kerry Point, LLC to St. Charles Parish in the amount of \$61,400.00 is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute said Act of Sale on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: SCHEXNAYDRE, AUTHEMENT, RAYMOND, TASTET, BENEDETTO, HOGAN, COCHRAN, LAMBERT, NUSS

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 20th day of April, 2009, to become effective (5) days after publication in the Official Journal.

CHAIRMAN: T. J. Amell

SECRETARY: Budiana Jacob Sucher

DLVD/PARISH PRESIDENT: April 21, 2009

APPROVED: [Signature]

DISAPPROVED: _____

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: April 22, 2009

AT: 10:15 AM

RECD BY: [Signature]

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE

ON May 22, 2009

AS ENTRY NO. 352054

IN MORTGAGE/CONVEYANCE BOOK

NO. 728 FOLIO 483

CASH SALE

UNITED STATES OF AMERICA

FROM: KERRY POINTE, LLC

STATE OF LOUISIANA

TO: ST. CHARLES PARISH

PARISH OF ST. CHARLES

BE IT KNOWN, that on this 20th day of May, in the year two thousand and nine(2009).

BEFORE ME, a Notary Public in and for the Parish of St. Charles, State of Louisiana, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

KERRY POINT, LLC, a Louisiana limited liability company domiciled in St. Charles Parish, Louisiana, herein represented by Huey J. Rivet, pursuant to operating agreement dated January 31, 2005, recorded in COB 647, folio 15, St. Charles Parish, Louisiana, and whose mailing address is P. O. Box A, Paradis, Louisiana, 70080,

hereinafter designated as "vendor" who declared that for the consideration and upon the terms and conditions hereinafter expressed, said vendor does by these presents sell, grant, bargain, assign, transfer, deliver, and abandon and set over under all lawful warranties and with substitution and subrogation to all rights and actions of warranty against all preceding owners and vendors, unto

ST. CHARLES PARISH, a political subdivision of the State of Louisiana, herein represented by V. J. St. Pierre, Jr., its Parish President, and whose mailing address is P. O. Box 302, Hahnville, Louisiana, 70057; and pursuant to Ordinance No. 09-4-15 adopted by the St. Charles Parish Council on 4/20/09 a copy of which is attached hereto and made a part hereof;

hereinafter designated as "purchaser", here present, accepting and purchasing and acknowledging delivery and possession of the following described property, to wit:

ONE CERTAIN LOT OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, and all alluvian and accretion, thereto pertaining, situated in KERRY'S POINTE WATERFRONT COMMUNITY, located in Bayou Gauche, St. Charles Parish, Louisiana, and according to a survey of Michael D. Bernard, PLS, dated May 10, 2005, entitled "Administrative Resubdivision of Lots 12, 13, 14, A Portion of the Common Area and Lots 21 and 22 and Two Unnamed Parcels Between Waterfront Community into Lots 12-A, 13-A, 14-A, 21-A, 22-A Located in Sections 10 and 38, T15S,R20E, near DesAllemands, St. Charles Parish, State of Louisiana", copy of which is recorded in COB 651, folio 522, et seq.,

Entry Number 307792, the lot conveyed herein is designated as LOT 24 and measures as follows:

Eighty-two and 71/100ths feet (82.71') front on Kerrys Pointe West (a 25' private street) by a depth along the northern boundary line of Lot 23 of eighty-five and no/100ths feet (85.00') by a width along the rear of seventy-four and 23/100ths feet (74.23'), more or less, and a depth of ninety-three and 49/100ths feet (93.49') along the northern boundary levee of Kerry's Point Waterfront Community.

Being a portion of the same property acquired by Kerry Point LLC from Huey J. Rivet, et ux by Act of Capital Contribution dated February 9, 2005, before Leon C. Vial, III, Notary, and recorded in COB 647, folio 7, St. Charles Parish Louisiana.

ALL PARTIES AGREE TO THE FOLLOWING:

- (1) All property is purchased and accepted subject to all recorded servitudes, rights of way, easements, reservations, restrictive covenants, etc.
- (2) Purchaser or its representative has been offered or provided, prior to the execution of this Act of Sale and transfer, the opportunity to fully inspect and examine any and all buildings and/or improvements situated on said property which comprises the premises being sold and transferred. The purchaser knows and is satisfied with the physical condition of the premises in all respects, including but not limited to the structural condition of the buildings, if any, the condition of all things contained in any such buildings, and any past or present visible or hidden wood destroying insect or organism infestation and resultant damage therefrom and that same is acceptable to purchaser "AS IS" and purchaser affirms and agrees that no representation, statements or warranties have at any time been made by seller or seller's agents as to the physical condition or state of repair of the premises in any respect and that the purchase price takes into consideration the condition of the premises. Seller and purchaser hereby acknowledge and recognize that this sale is in an "AS IS" condition, and accordingly, purchaser hereby relieves and releases seller and seller's agents and all previous owners thereto from any and all claims for any vices or defects in said property, whether obvious or latent, known or unknown, easily discoverable or hidden, and particularly for any claim or cause of action for redhibition pursuant to Louisiana Civil Articles 2520, et seq. or for diminution of purchase price pursuant to Louisiana Civil Code Articles 2541, et seq.

To have and to hold the said property unto the said purchaser forever.

This present sale and conveyance is made and accepted for and in consideration of the sum and price of **SIXTY-ONE THOUSAND FOUR HUNDRED AND NO/100 (\$61,400.00) DOLLARS**, lawful current money of the United States of America, which amount the said purchaser has paid in ready CASH, receipt of which is hereby acknowledged by the vendor, and full discharge and acquittance granted therefor.

Taxes for 2008 are paid. The parties hereto waive any conveyance, mortgage, tax and any other certificates and relieve and release me, Notary, from any and all responsibility in connection therewith. The parties also acknowledge that no examination of the title has been made by me, Notary, and agree to relieve, release, defend, save, hold harmless, and indemnify me, Notary, from any and all claims, liabilities, and responsibilities in connection therewith.

Whenever the word "vendor" is used in this act, it shall be construed to include "vendors," and whenever the word "purchaser" is used it shall be construed to include "purchasers."

All the agreements and stipulations herein contained, and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties hereto.

The certificate of mortgages required by Article 3364 of the revised Civil Code of Louisiana is hereby dispensed with by the parties hereto.

THUS done, read and passed at my office in the City of Hahnville, Parish and State aforesaid, in the presence of undersigned competent witnesses who have hereunto signed their names with the parties and me, said Notary, the day, month and year first above written.

WITNESSES:

Priscilla Rivet

Barbara Joseph Tucker

KERRY POINTE, LLC

Huey J. Rivet
BY: HUEY J. RIVET

PARISH OF ST. CHARLES

V. J. St. Pierre, Jr.
BY: V. J. ST. PIERRE, JR.
PARISH PRESIDENT

Leon C. Vial, III

NOTARY PUBLIC
LEON C. VIAL, III
BAR NO. 13061