

2025-0163

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO. 25-6-9

An ordinance to approve and authorize the Parish President to execute an Act of Sale from HX3, LLC for a portion of Lot B-41, Boutte Estates Subdivision, bearing municipal address 150 Boutte Estates Drive, Boutte, in the amount of \$5,225.00.

WHEREAS, the Boutte Estates ditch runs along the eastern side of Boutte Estates Subdivision, draining the development from the Eighty Arpent Canal to Tinney Street, and a canal intersects this ditch at Lyndon Street and connects the ditch to the Boutte Pump Station; and,

WHEREAS, the property has an approximate width of 37.92 feet, the existing canal and current servitude is 30 feet; and,

WHEREAS, the remaining width of the property is consumed by Lyndon Street, which accesses the Boutte Pump Station, which St. Charles Parish owns; and,

WHEREAS, the canal and the Boutte Pump Station are major drainage conveyances which supply water to the Eighty Arpent Pump Station and therefore must be maintained by St. Charles Parish, making the property unusable for any other manner; and,

WHEREAS, St. Charles Parish desires to purchase the property in order to maintain the existing drainage canal, Boutte Pump Station and Lyndon Street; and,

WHEREAS, an appraisal was completed on the portion of Lot B-41, Boutte Estates Subdivision, on February 20, 2025, resulting in the appraised value of \$5,225.00; and,

WHEREAS, HX3, LLC has agreed to sell the property to St. Charles Parish at the appraised value of \$5,225.00; and,

WHEREAS, the Parish President has executed a Purchase Agreement regarding the sale and purchase of portion of Lot B-41, Boutte Estates Subdivision, conditioned upon approval of the St. Charles Parish Council.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. The St. Charles Parish Council hereby approves the Agreement to Purchase and Sell Property attached herein, located at 150 Boutte Estates Drive, portion of Lot B-41, in the amount of \$5,225.00.

SECTION II. That the Parish President is further hereby authorized to execute any and all documents deemed necessary to purchase 150 Boutte Estates Drive, portion of Lot B-41.

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

YEAS: MOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE,
O'DANIELS, FISHER

NAYS: NONE

ABSENT: DEBRULER

And the ordinance was declared adopted this 16th day of June, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Heely Fonseca

SECRETARY: Michelle Spadaro

DLVD/PARISH PRESIDENT: June 17, 2025

APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell

RETD/SECRETARY: June 17, 2025

AT: 9:14am RECD BY: [Signature]

AGREEMENT TO PURCHASE AND SELL PROPERTY

**UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ST. CHARLES**

BE IT KNOWN, that on the dates executed below came:

HX3, LLC, a Louisiana Limited Liability Company, mailing address is 813 Barber Road, Paradis, Louisiana 70080, represented herein by its duly authorized member, Ricky Hogan, pursuant to the Certificate of Authority, attached hereto and made a part hereof,

hereinafter sometimes referred to as “**Seller**” and

PARISH OF ST. CHARLES, a political subdivision of the State of Louisiana, whose mailing address is P.O. Box 302, Hahnville, Louisiana, 70057, acting herein by and through its duly authorized representative, Matthew Jewell, Parish President,

hereinafter sometimes referred to as “**Purchaser**,”

who declared that in consideration of the mutual obligations undertaken herein, and the mutual benefits to be received by the parties hereto, Seller agrees to sell and Purchaser agrees to purchase, on the terms and conditions and for the consideration hereinafter set forth, any and all of Seller’s interest in the property identified as a portion of Lot B41, Boutte Estates Subdivision, bearing municipal address **150 Boutte Estates, Luling, LA 70070**.

The terms, conditions and consideration of said Act of Sale shall be as follows, to-wit:

1. The purchase price of said property shall be the sum of **Five Thousand Two Hundred Twenty-Five Dollars and No Cents (\$5,225.00)**.

2. Except as hereinafter set forth, the Act of Sale will be executed before Purchaser’s Notary Public, each party to bear its own costs, on or before **August 8, 2025** provided that in the event bona fide curative work is required to remedy any title defects, the date of passage of the Act of Sale shall be extended for a period of ninety (90) days, provided further that all other conditions hereinafter set forth have been met.

3. The Act of Sale, when executed, shall be upon the following terms and conditions, to-wit:

- a. The entire purchase price shall be paid by Purchaser to Seller at the execution of the Act of Sale.
- b. Taxes for the calendar year in which the Act of Sale is completed, if any, shall be prorated.
- c. The sale is conditioned upon approval of all terms and conditions, including the sale price, by the St. Charles Parish Council in accordance with the governing rules of the Parish of St. Charles.
- d. Seller shall deliver occupancy and possession of the subject property to Purchaser at execution of the Act of Sale.
- e. Seller shall convey the subject property with clear title and **full warranty of title** and with full substitution to all rights and actions of warranty Sellers have against prior owners and warrantors.
- f. All outstanding and uncanceled mortgages, improvements liens and/or tax assessments of any kind recorded against the subject property as of

the date of the closing of Act of Sale, if any, are to be paid and/or cancelled by Seller at Seller's expense.

4. Provided that all of the conditions referred to above have been met, in the event Seller fails to comply with this Agreement for any reason, within the time specified, Purchaser may demand specific performance at Purchaser's option without any formality beyond tender of the purchase price within the time specified.

5. Provided that all of the conditions referred to above have been met, in the event Purchaser fails to comply with this Agreement within the time specified, Seller may demand specific performance at Seller's option without any formality beyond tender of title to Purchaser within the time specified.

6. Either party hereto who fails to comply with the terms of this Purchase Agreement is obligated to pay reasonable attorney's fees and all court costs and expenses incurred by the other party in enforcing their respective rights hereunder.

7. This Contract can be changed only by an agreement in writing signed by all parties.

8. Each party acknowledges receipt of a signed copy of this Agreement.

9. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, successors and/or assigns.

THUS DONE AND SIGNED by Purchaser on the 14th day of May, 2025.

PURCHASER:
PARISH OF ST. CHARLES

Matthew Jewell
BY: MATTHEW JEWELL
PARISH PRESIDENT

THUS DONE AND SIGNED by Seller on the 12th day of May, 2025.

SELLER:
HX3, LLC

Ricky M. Hogan
BY: RICKY HOGAN

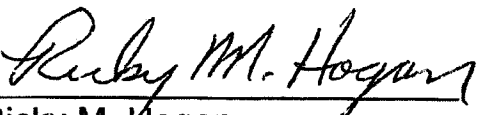
RESOLUTION OF HX3, LLC

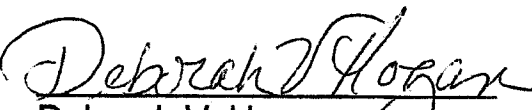
BE IT KNOWN, that on the 5th day of May, 2025, a meeting of **HX3, LLC.**, a Louisiana Limited Liability Company was held, all members present, where it was motioned and seconded that RICKY M. HOGAN be authorized to sign on behalf of said LLC any and all documents necessary to sell the following described property for whatever price he deems to be fair and reasonable and to handle any and all business relating to the foregoing sale.

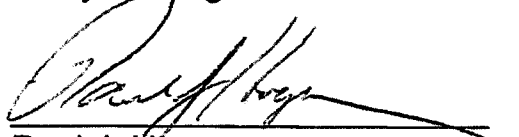
St. Charles Parish Parcel No: 705400000B41

Said parcel being a portion of Lot B-41, Boutte Estates Subdivision

Signed this 5th day of May, 2025.


Ricky M. Hogan


Deborah V. Hogan


Paul J. Hogan