

ACT OF SALE

UNITED STATES OF AMERICA

BY: RES BARATARIA, L.L.C.

STATE OF LOUISIANA

TO: ST. CHARLES PARISH

PARISH OF ST. CHARLES

BE IT KNOWN, on the dates herein written below;

BEFORE the undersigned, Notary Public, duly commissioned and qualified, in and for the Parish of St. Charles, therein residing, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY, CAME AND APPEARED:

RES BARATARIA, L.L.C., a Louisiana limited liability company, authorized to do business in the State of Louisiana, herein represented by its duly authorized member, Resource Environmental Solutions, LLC, herein represented by Frank Cuccio, General Manager, authorized by the attached Written Consent of Sole Member and Sole Manager of RES Barataria, LLC, whose mailing address is 6575 West Loop South, Suite 300, Bellaire, Texas 77401.

hereinafter collectively referred to as **SELLER** who declared that it does by these presents grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver, with warranty of title only and subject to the “As Is” clause set out below, and with full substitution and subrogation in and to all the rights and actions of warranty which it has or may have against all preceding owners and vendors, and including an assignment or subrogation of sellers’ personal rights to sue for property damages, unto:

ST. CHARLES PARISH (**-***1208), a political subdivision of the State of Louisiana, herein represented by Matthew Jewell, its Parish President, whose mailing address is P.O. Box 302, Hahnville, LA 70057; authorized pursuant to Ordinance No. _____ adopted by St. Charles Parish Council on the ____ day of _____, 2025, a copy of which is attached hereto and made a part hereof;

hereinafter referred to as **PURCHASER**, here present accepting, and purchasing for itself, its successors and assigns, and acknowledging due delivery and possession thereof, all and singular the following described property, to-wit:

The property is a 1.06 acre tract of land together with all the improvements situated thereon, and all rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, located in St. Charles Parish, Louisiana in Section 03, Township 13 South, Range 20 East, Southeastern West of the Mississippi Land District as designated as “Lot 1A” on said map being attached hereto and made a part hereof, which property is more particularly described as follows:

From a control point called CP1 on the plat, which is the point of commencement, proceed S57°59’59”W a distance of 266.41 feet to a point, said point being the point of beginning; thence continue S21°40’23”E a distance of 100.16 feet to a point; thence proceed S68°15’33”W a distance of 461.44 feet to a point; thence

**proceed N21°59'15"W a distance of 100.00 feet to a point;
thence proceed N68°14'19"E a distance of 461.99 feet to the
point of beginning.**

TO HAVE AND TO HOLD the above-described property unto the said PURCHASER, its heirs and assigns forever. PURCHASER herein assumes all responsibility and liability in connection with reading and reviewing any and all Declarations, Restrictions, and/or Covenants of record before this transfer and do waive and release me, Notary, from any and all liability and responsibility in connection therewith.

This sale is made and accepted for and in consideration of the appraised price and sum of **\$115,525.00 (ONE HUNDRED FIFTEEN THOUSAND FIVE HUNDRED TWENTY-FIVE DOLLARS)**, which said PURCHASER has well and truly paid, in ready and current money to the said SELLER who hereby acknowledges the receipt and sufficiency thereof and grants full acquittance and discharge therefor.

PURCHASER accepts the above-described property subject to the restrictions referred to herein and agrees for itself, its successors and assigns to be bound thereby. PURCHASER has made an independent inspection of the property and is satisfied with the property's condition and suitability for purchaser's intended use.

SELLER confirms that all property taxes for 2024 have been paid. Any and all property taxes for 2025, to the extent applicable, shall be prorated between both parties as of the date of the execution of this sale.

All parties hereby agree to waive the production of tax and mortgage certificates and hereby relieve and release me, Notary, for any liability regarding their non-production. Should any zoning, planning or other Parish ordinances affect this transfer, the parties hereto relieve me, Notary, from any liability or for any responsibility to determine or see to compliance of these regulations. The parties hereto further relieve me, Notary, from any liability or for any responsibility to determine the wetland delineation or flood zone determination pertaining to the above-described property.

The parties hereto declare that they have not requested an Environmental Site Assessment and/or Environmental Impact Study of the herein conveyed property; nor have they requested any kind of study or evaluation of the property or the buildings thereon for any harmful pollutant or noxious substances (including asbestos); nor have they requested any opinion or evaluation of the usability of said property due to any considerations of the environment (including a declaration that the said property is "wetlands"). The parties further acknowledge that said Notary has advised them of the availability of obtaining any of the above evaluations or studies and they

have chosen to proceed without such studies; and they do hereby relieve and release me, Notary, from any responsibility in connection therewith.

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

As the context herein may require, the singular shall be deemed to include the plural and the masculine form shall be deemed to include the feminine and neuter.

PURCHASER declared that pursuant to La. Rev. Stat Ann § 9:2721, the address where property tax and assessment notices are to be mailed is: P.O. Box 302, Hahnville, LA 70057.

THUS, DONE AND PASSED at Hahnville, Louisiana, on this ____ day of _____, 2025, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers, and me, Notary, after reading of the whole.

WITNESSES:

Printed Name: _____

ST. CHARLES PARISH

BY: MATTHEW JEWELL,
its PARISH PRESIDENT

Printed Name: _____

NOTARY PUBLIC

THUS, DONE AND PASSED at _____, Louisiana, on this _____ day of _____, 2025 in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers, and me, Notary, after reading of the whole.

WITNESSES:

RES BARATARIA, L.L.C.

Printed Name: _____

**By: Resource Environmental
Solutions, LLC
its Member**

Printed Name: _____

NOTARY PUBLIC