

2022-0345 *Ord.*

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

**ORDINANCE NO.** 22-12-10

An ordinance to approve and authorize the Parish President to execute an Act of Sale from Percival Properties, LLC, for the purchase of property needed for additional departmental office space.

**WHEREAS,** St. Charles Parish desires to increase departmental housing in and around the St. Charles Parish Courthouse Complex area; and,

**WHEREAS,** the acquisition of the property at 15058 and 15068 River Road in Hahnville will provide needed office space for governmental personnel; and,

**WHEREAS,** an appraisal dated May 17, 2022 valued the properties at \$450,000.00. See attached appraisal; and,

**WHEREAS,** the owners of these properties expressed a desire to sell the property to the Parish in the amount of \$440,000.00; and,

**WHEREAS,** the Parish President has executed a Purchase Agreement regarding the sale and purchase of these properties 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 15058 River Road and 15068 River Road in Hahnville, Louisiana in the amount of \$440,000.00.

**SECTION II.** That the Parish President is further hereby authorized to execute any and all documents deemed necessary to purchase 15058 River Road and 15068 River Road, Hahnville, Louisiana.

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

YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS,  
DUFRENE, BELLOCK, FISHER, FISHER-CORMIER  
NAYS: NONE  
ABSENT: NONE

And the ordinance was declared adopted this 19th day of December, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Bob Fisher*  
SECRETARY: *Michelle Dupontato*  
DLVD/PARISH PRESIDENT: *December 19, 2022*  
APPROVED: *✓* DISAPPROVED: \_\_\_\_\_  
PARISH PRESIDENT: *Matthew Jewell*  
RETD/SECRETARY: *December 19, 2022*  
AT: *7:00pm* RECD BY: *[Signature]*

RECORDED IN THE ST. CHARLES PARISH  
CLERK OF COURT OFFICE  
ON *3/21/23*  
AS ENTRY NO. *473938*  
INSTRUMENT  
IN MORTGAGE/CONVEYANCE BOOK  
NO. *N/A* FOLIO *N/A*

*Not recorded by the Council  
office. Recorded by Ruemieu  
Title, Louis Authement.  
(Ordinance 22-12-10 only and  
Cash Sale)*

**CASH SALE**

**UNITED STATES OF AMERICA**

**BY: PERCIVAL PROPERTIES 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:**

**PERCIVAL PROPERTIES, L.L.C. (\*\*.\*\*\*5335)**, a Louisiana limited liability company having an address of P.O. Box 904, Hahnville, LA 70057, represented herein by Andrew A. Lemmon, its Manager, duly authorized by Certificate of Authority attached hereto and made a part hereof;

hereinafter referred to as seller, who declared that it does by these presents grant, bargain, sell, convey, transfer, assign, set over, abandon, and deliver, with all legal warranties 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. 21-1-7 adopted by St. Charles Parish Council on the 25<sup>th</sup> day of January, 2021, 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:

**A CERTAIN LOT OR PARCEL OF GROUND**, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances, and advantages thereunto belonging or in anywise appertaining, situated in Parish of St. Charles, State of Louisiana, on the right bank of the Mississippi River and which property is more fully described according to a survey by R.P. Bernard dated July 12, 2004 and recorded at COB 664, folio 106 in the records of St. Charles Parish, Louisiana. According to said survey, said lot is designated as "LOT A" and measures as follows:

Commences at U.S. Engineer's Levee Monument #378, thence along the centerline of the levee South 13 degrees, 44 minutes and 09 seconds West, a distance of 584.59' to a point and corner. Thence run South 64 degrees and 44 minutes West, a distance of 535.47' to a point and the point of beginning. Thence continue along this same line a distance of 267.0' to a point in the northerly R/W line of River Road, Louisiana, Highway #18. Thence along this line, North 09 degrees and 45 minutes West, a distance of 160.27' to appoint a corner. Thence run North 09 degrees and 15 minutes East, a distance of 37.11' to a point and corner. Thence run North 64 degrees and 44 minutes East a distance of 203.10' to a point and corner. Thence run South 25 degrees and 16 minutes

East, a distance of 185.0' to a point and the point of beginning, containing 44, 452 square feet, all as more fully shown on a plat survey by R.P. Bernard, Professional Land Surveyor, dated 7/12/04 and 7/30/04.

**Improvements thereon bear the Municipal No. 15058 River Road and 15068 River Road, Hahnville, LA 70057.**

Being of the same property acquired by seller herein by Act of Voluntary Partition dated November 7, 2006 recorded in COB 735, folio 642 in the official records of St. Charles Parish, LA.

The above-described property is subject to the following:

1. Grant of servitude dated August 3, 2018 recorded in COB 867, folio 170 and Access Servitude depicted on survey recorded in COB 664, folio 106.
2. Any outstanding mineral conveyances, mineral reservations, mineral releases, mineral servitudes and any existing easements, servitudes, rights of ways, and leases of any nature or kind whatsoever, of record and in existence.
3. Encroachments, boundary disputes, overlaps, rights of parties in possession, servitudes, and other adverse matters, if any, as would be disclosed on a current, accurate survey and inspection of the subject property.

Covenants, conditions, or restrictions, if any, based upon race, color, religion, sex, handicap, familial status, or national origin are deleted unless and only to the extent that such covenants, conditions, or restrictions (a) are exempt under Chapter 42, Section 3607 of the United States Code or (b) relate to handicap but do not discriminate against handicapped persons.

The parties hereto declare that they do not hereby intend, by the execution of these presents, to interrupt, or suspend, the running of any prescription or preemption which has run or may run in connection with the foregoing, nor do the parties intend to revive, establish, or initiate any one or more of the foregoing which may not now or hereafter be binding upon the property and/or the parties hereto.

**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 price and sum of **FOUR HUNDRED FORTY THOUSAND AND NO/100 (\$440,000.00) DOLLARS** Cash, which the 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. To the extent purchaser intends to use the property as a

domicile, the undersigned notary hereby advises purchaser of the need to file for the homestead exemption in the parish in which the property is located.

All State and Parish taxes up to and including the taxes due and exigible in 2022 have been paid as per representation by seller herein, taxes due and exigible for the year 2023 will be paid in full by the purchaser herein.

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.

The seller herein further declares that it has conveyed no portion of the premises nor done any act or allowed any act to be done which has changed or could change the boundaries of the premises.

No survey was requested of or made by the undersigned Notary and the parties hereto hereby relieve and release said Notary from any and all liability 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.

**CERTIFICATE OF AUTHORITY  
PERCIVAL PROPERTIES L.L.C.**

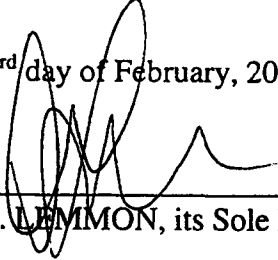
The undersigned, being the only member of PERCIVAL PROPERTIES L.L.C. (the "Company") and acting in such capacity, hereby certify:

That Andrew A. Lemmon, its Sole Member is hereby authorized for and on behalf of this Company to sell the property more fully described below to St. Charles Parish for a sales price and sum of \$440,000.00, according to such terms and conditions as he may deem best, and to execute and deliver for and on behalf of this Company such agreements and acts as may be necessary or required in connection with said sale:

**THAT CERTAIN PIECE OR PORTION OF GROUND**, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the PARISH OF ST. CHARLES, STATE OF LOUISIANA, BLOCK "C" of Resubdivision of Lots 7 thru 11 of AMA HEIGHTS SUBDIVISION, being a portion of Lot No. 4 of the Willow Ursin Zeringue Property, in Sections 34 and 36, Township 13 South, Range 21 East, bounded by Kennedy Street, T&P Railroad Side, Felix Frilous and La. Highway 18 Side, designated as LOT NO. 7-A, said Lot commences 1,018.48 feet from the corner of Kennedy Street and LA. Highway 18, measures thence 60 feet front on Kennedy Street, the same width in the rear, by a depth of 113.59 feet on the sideline nearer to LA. Highway 18, and a depth on the opposite sideline of 113.44 feet.

The improvements thereon bear the Municipal No. 15058 River Road, Hahnville, LA 70057.

Dated this 23<sup>rd</sup> day of February, 2023.

  
\_\_\_\_\_  
ANDREW A. LEMMON, its Sole Member

**2022-0345**

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

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**WHEREAS,** the acquisition of the property at 15058 and 15068 River Road in Hahnville will provide needed office space for governmental personnel; and,

**WHEREAS,** an appraisal dated May 17, 2022 valued the properties at \$450,000.00. See attached appraisal; and,

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**YEAS:** BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS,  
DUFRENE, BELLOCK, FISHER, FISHER-CORMIER  
**NAYS:** NONE  
**ABSENT:** NONE

And the ordinance was declared adopted this 19th day of December, 2022, to become effective five (5) days after publication in the Official Journal.

**CHAIRMAN:** Bob Fisher  
**SECRETARY:** Michelle Dupont  
**DLVD/PARISH PRESIDENT:** December 19, 2022  
**APPROVED:**  **DISAPPROVED:**   
**PARISH PRESIDENT:** Matthew Jewell  
**RETD/SECRETARY:** December 19, 2022  
**AT:** 7:00pm **RECD BY:** [Signature]

CERTIFIED TRUE & CORRECT AS PER  
MINUTES DATED 12/19/22

Michelle Dupont  
SECRETARY  
ST. CHARLES PARISH COUNCIL

**RECEIVED**

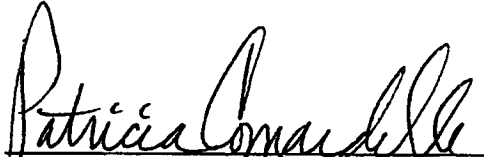
**FEB 17 2023**

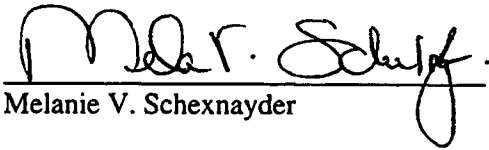
ST. CHARLES PARISH  
DEPARTMENT OF LEGAL SERVICES

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 Luling, Louisiana, on this 23<sup>rd</sup> day of February, 2023, 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:**

  
Patricia Comardelle

  
Melanie V. Schexnayder

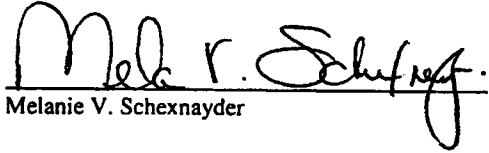
**PERCIVAL PROPERTIES, L.L.C.**

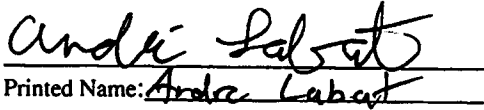
  
BY: Andrew A. Demmon, its Manager

  
**LOUIS G. AUTHEMENT**  
**NOTARY PUBLIC**  
**NOTARY ID#25814**  
**RIVERVIEW TITLE, LLC**  
**13919 RIVER ROAD, STE. 300**  
**LULING, LA 70070**

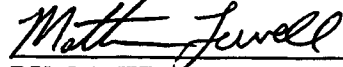
THUS, DONE AND PASSED at Luling, Louisiana, on this 17<sup>th</sup> day of March, 2023, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers, and me, Notary, after reading of the whole.

WITNESSES:


  
Melanie V. Schexnayder

  
Printed Name: Andie Labat

ST. CHARLES PARISH



BY: MATTHEW JEWELL,  
its PARISH PRESIDENT

  
LOUIS G. AUTHEMENT  
NOTARY PUBLIC  
NOTARY ID#25814  
RIVERVIEW TITLE, LLC  
13919 RIVER ROAD, STE. 300  
LULING, LA 70070