

*Ord.*

**2010-0122**

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

**ORDINANCE NO.** 10-4-11

An ordinance to approve and authorize the execution of an Act of Sale by Margaret G. Conklin, et al, to St. Charles Parish for a certain parcel of property located at 15032 River Road in Hahnville.

**WHEREAS,** the Parish is in need of additional property near the Parish Courthouse Complex in Hahnville to house offices and provide for future expansion; and,

**WHEREAS,** Margaret G. Conklin, Et Al, are the owners of a certain 53,085.87 square foot track of land located at 15032 River Road in Hahnville, adjacent to the previously purchased property at 15022 River Road and the Department of Economic Development property at 15012 River Road; and,

**WHEREAS,** it is the desire of the Parish Council to approve said Act of Sale.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the Act of Sale by Margaret G. Conklin to St. Charles Parish for the above described property in the amount of \$199,602.87 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 5th day of April, 2010, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Billy Raymond, Sr.

SECRETARY: Barbara Jean Tucker

DLVD/PARISH PRESIDENT: April 6, 2010

APPROVED:  DISAPPROVED:

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: April 6, 2010

AT: 4:52 pm RECD BY: [Signature]

CASH SALE

UNITED STATES OF AMERICA

FROM: MARGARET G. CONKLIN, ET AL

STATE OF LOUISIANA

TO: ST. CHARLES PARISH

PARISH OF ST. CHARLES

BE IT KNOWN, that on this \_\_\_\_\_ day of \_\_\_\_\_, in the year two thousand and ten (2010).

BEFORE ME, LEON C. VIAL, III 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:

**MARGARET G. CONKLIN**, (SS# \_\_\_\_\_) a person of the full age of majority, domiciled in the Mount Laurel Township, State of New Jersey, who declared that she has been married but once and then to Robert Conklin with whom she lived and resided with at 1228 Thornwood Drive, Mount Laurel, NJ 08054;

**LAURA G. WHITE**, (SS# \_\_\_\_\_) a person of the full age of majority, domiciled in the Parish of St. Charles, State of Louisiana, who declared that she has been married but once and then to Donald D. White with whom she is living and residing at 115 St. Nicholas Street, Luling, LA 70070;

**BECKY GAUDET VEDROS**, (SS# \_\_\_\_\_) a person of the full age of majority, domiciled in the Parish of St. Charles, State of Louisiana, who declared that she has been married twice, first to Dane Vedros from whom she was divorced and secondly to Ryan Young with whom she is living and residing at 114 Edna Drive, Bayou Gauche, LA 70030;

**JESSE M. GAUDET**, (SS# \_\_\_\_\_) a person of the full age of majority, domiciled in the Parish of Lafayette, State of Louisiana, who declared that he has never been married and is living and residing at 1215 Mar Drive, Apt. R1, Lafayette, LA 70374;

**EARL P. GAUDET, JR.**, (SS# \_\_\_\_\_) a person of the full age of majority, domiciled in the Parish of St. Charles, State of Louisiana, who declared that he has been married but once and then to Sylvia T. Gaudet with whom he is living and residing at 138 Wanda St., Luling, LA 70070;

**TONI G. BENOIT**, (SS# \_\_\_\_\_) a person of the full age of majority, domiciled in the Parish of St. Charles, State of Louisiana, who declared that she has been married but once and then to Bobby J. Benoit with whom she is living and residing at 307 St. Nicholas St., Luling, LA 70070;

**STEVEN M. GAUDET**, (SS# \_\_\_\_\_) a person of the full age of majority, domiciled in the Parish of West Feliciana, State of Louisiana, who declared that he has been married but once and then to Lynn M. Gaudet with whom he is living and residing at P. O. Box 90, Wakefield, LA 70784;

**CHRISTIANA G. OCMAND**, (SS# \_\_\_\_\_) a person of the full age of majority, domiciled in the Parish of St. Charles, State of Louisiana, who declared that she has been married but once and then to Kirk Ocmad with whom she is living and residing at 303 Maryland Drive, Luling, LA 70070;

**CAROL G. LESAGE**, (SS# \_\_\_\_\_) a person of the full age of majority, domiciled in the Parish of St. Charles, State of Louisiana, who declared that she has been married but once and then to Richard E. LeSage, Jr. with whom she is living and residing at 319 Ormond Oaks, Destrehan, LA 70047;

**SIDNEY J. VIAL, JR.**, (SS# \_\_\_\_\_) a person of the full age of majority, domiciled in the Parish of Jefferson, State of Louisiana, who declared that he has been married but once and then to Paula Jenevein with whom he is living and residing at 4733 Carthage Drive, Metairie, LA, 70002;

**TIMOTHY J. VIAL**, (SS# \_\_\_\_\_) a person of the full age of majority, domiciled in the Parish of St. Charles, State of Louisiana, who declared that he has been married but once and then to Rhea Gassen with whom he is living and residing at 110 Cottage Drive, Luling, LA 70070;

**KIMM VIAL KELLER**, (SS# \_\_\_\_\_) a person of the full age of majority, domiciled in the Parish of St. Charles, State of Louisiana, who declared that she has been married twice, first to Emmett J. Thomas from whom she was divorced on March 30, 1987 in the 29<sup>th</sup> Judicial District Court for the Parish of St. Charles, and secondly to Eric L. Keller, Jr. with whom she is living and residing at 255 Lowe Street, Hahnville, LA 70057;

hereinafter designated as "vendors" who declared that for the consideration and upon the terms and conditions hereinafter expressed, said vendors do 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. 10-4-11 adopted by the St. Charles Parish Council on 4/5/10 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:

A certain 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, situated in the Parish of St. Charles, State of Louisiana, on the right bank of the Mississippi River and according to a survey by Lucien Gassen, PLS dated January 6, 2010, Revised April 1, 2010 and entitled "Survey of Two Portions of Property being Purchased By St. Charles Parish", the portion of property designated as "Gaudet Property" commences at an old iron rod located at a point on the western toe of the levee at its intersection with the Northeast corner of the Madere property and thence proceed N15°15'51"E for a distance of 131.98' to an iron rod set in the western boundary line of levee the point of beginning; thence proceed S63°30'01"W a distance of 557.30' to an iron rod set in the eastern boundary line of LA Highway 18; thence proceed N09°04'21"W for a distance of 97.13' to an iron rod set in the eastern boundary line of said highway; thence proceed N63°30'01" E for a distance of 607.66', to a point on the eastern boundary of the land side of the Mississippi River levee; thence proceed S14°06'20" W for a distance of 122.06" to the point of beginning.

**LESS AND EXCEPT** that certain portion of ground shown on a survey of Lucien Gassen, PLS, entitled "Survey of Two Portions of Property being Purchased By St. Charles Parish" dated January 6, 2010, and situated toward the northern end of the Gaudet property on the North side of the property as shown on said survey. The dimensions of this parcel are the length of the building (not shown) plus 5' on the western end, 5' along the length or southern side of the building and 5' along the eastern line of the building.

Being portion of the same property acquired by vendors herein by Acts as follows: Dated September 8, 2006, COB 678, folio 242; Dated June 27, 1997, COB 523, folio 75; Dated February 26, 2002, COB 600, folio 270; Dated August 15, 2003, COB 624, folio 236; Dated August 23, 1979, COB 232, folio 844. and duly recorded as shown in and for the Parish of St. Charles.

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 **ONE HUNDRED NINETY-NINE THOUSAND SIX HUNDRED TWO AND 87/100 (\$199,602.87) 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.

The vendors hereby acknowledge that the property being sold herein is their separate and paraphernal property.

Taxes for 2009 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:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SIDNEY J. VIAL, JR.

\_\_\_\_\_  
TIMOTHY J. VIAL

\_\_\_\_\_  
KIMM V. KELLER

\_\_\_\_\_  
TONI G. BENOIT

\_\_\_\_\_  
EARL P. GAUDET, JR.

\_\_\_\_\_  
STEVEN M. GAUDET

\_\_\_\_\_  
CHRISTINIANA G. OCMAND

\_\_\_\_\_  
CAROL G. LESAGE

\_\_\_\_\_  
BECKY G. VEDROS

\_\_\_\_\_  
JESSE M. GAUDET

\_\_\_\_\_  
LAURA G. WHITE

PARISH OF ST. CHARLES

\_\_\_\_\_  
BY: V. J. ST. PIERRE, JR.  
PARISH PRESIDENT

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

\_\_\_\_\_  
NAME:

\_\_\_\_\_  
MARGARET G. CONKLIN

\_\_\_\_\_  
NAME:

ACKNOWLEDGEMENT

STATE OF NEW JERSEY

COUNTY OF \_\_\_\_\_

BEFORE ME, personally came and appeared \_\_\_\_\_,  
who, after being duly sworn, deposed and said that (he) (she)  
witnessed the above signature MARGARET G. CONKLIN and that said  
signature above is true and genuine and was signed in the presence  
of the witnesses whose names are affixed thereto.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2010.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_

PARISH OF ST. CHARLES

BY: V. J. ST. PIERRE, JR.  
PARISH PRESIDENT

\_\_\_\_\_  
NOTARY PUBLIC  
LEON C. VIAL, III  
NO. 13061

