

2021-0269

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF LEGAL SERVICES)**

ORDINANCE NO. 21-11-5

An ordinance to approve and authorize the execution of an Act of Sale by St. Charles Parish to Donna Zanca wife of/and Glenn L. Ebeyer, Jr. for certain property being a portion of Lot 26 Ormond Plantation Estates in Square 6 measuring approximately 31.17'x175', Destrehan, Louisiana in the amount of \$26,000.00.

WHEREAS, St. Charles Parish owns the property located at 110 Ducayet Drive, Destrehan, Louisiana; and,

WHEREAS, a large portion of the property will be utilized to enhance drainage in the surrounding area; and,

WHEREAS, approximately 30' on the western side of the property contains a garage; and,

WHEREAS, St. Charles Parish does not need the 31.17' strip and it will not serve any public need; and,

WHEREAS, St. Charles Parish desires to sell said strip as shown in the attached Agreement to Purchase and Sell for the appraised value of \$26,000.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Act of Sale by and between St. Charles and Donna Zanca wife of/and Glenn L. Ebeyer, Jr. in the amount of \$26,000.00 is hereby approved and accepted.

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

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

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

And the ordinance was declared adopted this 15th day of November, 2021, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Marilyn Belloc*
SECRETARY: *Michelle Dupontato*
DLVD/PARISH PRESIDENT: November 16, 2021
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: *Matthew Jewell*
RETD/SECRETARY: November 16, 2021
AT: 11:40 am RECD BY: *[Signature]*

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON December 17, 2021
AS ENTRY NO. 464275
IN MORTGAGE/CONVEYANCE BOOK
NO. 913 FOLIO 123

*Not recorded by the Council office.
Recorded by Riverjew Title, Louis A. Whiteman
(Ordinance No. 21-11-5 only along with other
documents.)*

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 in the presence of the below signed Notary Publics, duly commissioned and qualified within and for the State of Louisiana, and in the presence of the undersigned competent witnesses, came:

PARISH OF ST. CHARLES, acting herein by and through its duly authorized representative, Matthew Jewell, Parish President,

hereinafter sometimes referred to as "**Vendor**" and

Donna Zanca wife of and Glenn L. Ebeyer, Jr., persons of the full age of majority, and whose present mailing address is 108 Ducayet Dr., Destrehan, Louisiana 70047, whose social security numbers are xxx-xx-2840 and xxx-xx-2280;

hereinafter sometimes referred to as "**Purchasers**,"

who declared that in consideration of the mutual obligations undertaken herein, and the mutual benefits to be received by the parties hereto, Vendor agrees to sell and Purchasers agree to purchase, on the terms and conditions and for the consideration hereinafter set forth, any and all of Vendor's interest (a 100% interest) in the property more commonly known as **a portion of Lot 26, Ormond Plantation Estates in Square 6 measuring approximately 31.17' x 175'**.

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

1. The purchase price of Vendor's interest in said property shall be the sum of **Twenty-Six Thousand and no/100 (\$26,000.00) Dollars, Cash**.

2. Except as hereinafter set forth, the Act of Sale will be executed before Purchasers' Notary Public at Purchasers' expense **on or before December 1, 2021**, 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 thirty (30) 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 Purchasers to Vendor 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 the responsibility of the Purchasers.
- c. All closing costs, including any additional survey costs, if necessary, shall be paid by Purchaser.
- d. 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.
- e. Vendor shall deliver occupancy and possession of the subject property to Purchasers at execution of the Act of Sale.
- f. Vendors shall convey the subject property with **warranty as to title only**, but with full substitution to all rights and actions of warranty Vendors has against prior owners and warrantors, and shall contain the following clause concerning warranty as to condition and fitness, to-wit:

Notwithstanding anything contained herein to the contrary, Purchaser acknowledges that the property hereby conveyed, including

the real estate and any and all buildings and/or improvements erected thereon, are conveyed by Vendors to Purchaser "**as is, where is and in its current condition**" and without warranty as to physical condition, and with the exclusion of and release by Purchasers of any and all legal implied warranties, and Purchaser expressly waives any and all claims against Vendors for vices or defects, including any environmental hazards in said property. This "**as is - where is**" condition applies to all improvements and inspections of the property being conveyed. Purchaser further acknowledges that Purchaser has fully inspected said property and is not relying on any representation as to its condition which has or may have been made by Vendors. Purchaser further waives and releases Vendors and Vendors' agents, employees and insurers from any and all claims or causes of action which have arisen or might hereafter arise, whether presently known or unknown, in redhibition or for loss or damage resulting in whole or part from the condition of or defects or vices, including any environmental hazards, whether latent or patent in the property conveyed or any part thereof, whether such conditions, vices or defects give rise to such claims or cause of action should have been known to either Purchaser or Vendors. Any liability in connection with any environmental protection rule, regulation order, requirement or law, whether state, local or federal, is hereby assumed by Purchaser. Purchaser takes cognizance of all defects, apparent or not apparent, and does hereby acknowledge that the purchase price of said property reflects a diminution in price in order to compensate Purchaser for the condition of the property and any and all improvements thereon. Purchaser, in consideration of the purchase price of said property, waives all rights Purchaser may have to rescission of the sale or diminution of the price under and by virtue of the terms of the Civil Code of Louisiana Article 2520 et seq. and 2541 et seq, and other applicable laws.

- g. The property in question will be sold and purchased subject to all title and zoning restrictions of record, and all rights of way, servitudes and/or easements, apparent or of record or imposed by law, affecting said property, and all prior mineral reservations and/or mineral leases, valid and in extant, affecting said property.
- h. 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 Vendor at Vendor's expense.

4. Provided that all of the conditions referred to above have been met, in the event Vendor fails to comply with this Agreement for any reason, within the time specified, Purchasers may demand specific performance at Purchasers' 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 Purchasers fail to comply with this Agreement within the time specified, Vendor may demand specific performance at Vendor's option without any formality beyond tender of title to Purchasers 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 Vendors on the _____ day of _____ 2021, in the presence of the undersigned competent witnesses and the undersigned Notary Public.

WITNESSES:

PURCHASER:

PARISH OF ST. CHARLES

Name: DAWN H. HIGDON

Matthew Jewell
By: Matthew Jewell, Parish President

Madeline Fisher
Name: Madeline Fisher

[Signature]
Notary Public:

THUS DONE AND SIGNED by Purchasers on the 10th day of October 2021, in the presence of the undersigned competent witnesses and the undersigned Notary Public.

WITNESSES:

PURCHASER:

[Signature]
Name: Van Lovell

[Signature]
DONNA Z EBAYER

[Signature]
Name: Christopher Falser

[Signature]
GLENN L. EBAYER, JR.

[Signature]
Notary Public:

SCOTT J. FALGOUST
ATTORNEY/NOTARY PUBLIC
BAR# 33545/NOTARY ID #132764
Parish of St. Charles
State of Louisiana
My Commission is for life.



AMENDMENT TO AGREEMENT TO BUY AND SELL REAL ESTATE

THIS AMENDMENT TO AGREEMENT TO BUY AND ~~SWELL~~^{SELL} REAL ESTATE is made and entered into by and between ST. CHARLES PARISH (the "Seller") and DONNA ZANCA EBAYER AND GLENN L. EBAYER, JR. (the "Purchasers")

WHEREAS:

- A. Seller and Purchaser are the parties to that certain Agreement to Purchase and Sell Property dated October 20, 2021 pertaining to the property designated as a portion of Lot 26, Ormond Plantation Estates in Square 6 measuring approximately 31.17 x 175".
- B. Seller and Purchaser now desire to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the foregoing recitals (all of which comprise a part of this Amendment), and the mutual benefits to be derived hereby, Purchasers and Seller agree as follows:

The closing date recited in Paragraph numbered 2 of the Agreement is hereby amended to be on or before December 15, 2021.

Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain unchanged and in full force and effect. This Amendment may be executed in counterparts and all counterparts taken as a whole will constitute one and the same instrument. Signatures on executed documents transmitted to the other part via facsimile or email shall be binding upon the parties as if they were original signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year set forth beneath their signatures belows.

WITNESSES:

Maddie Fisher
Paula St. Sigdon

SELLER:

Math Jewell
ST. CHARLES PARISH
BY: MATTHEW JEWELL

BUYER:

Donna Zanca Ebayer
DONNA ZANCA EBAYER
Glenn L. Ebayer, Jr.
GLENN L. EBAYER, JR.

AMENDMENT TO AGREEMENT TO BUY AND SELL REAL ESTATE

THIS AMENDMENT TO AGREEMENT TO BUY AND SELL REAL ESTATE is made and entered into by and between OLD PINE VENTURES, LLC (the "Seller") and ST. CHARLES PARISH (the "Purchaser").

WHEREAS:

A. Seller and Purchaser are the parties to that certain Agreement to Buy and Sell Real Estate dated August 5, 2021, pertaining to the property designated as Tract C-2A and bearing municipal address 15090 River Road, Hahnville, LA (the "Agreement").

B. Seller and Purchaser now desire to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the foregoing recitals (all of which comprise a part of this Amendment), and the mutual benefits to be derived hereby, Purchaser and Seller agree as follows:

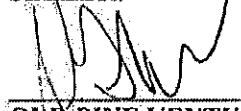
The closing date recited in Paragraph 8 of the Agreement is hereby amended to be on or before November 5, 2021 rather than October 28, 2021.

Except as expressly modified by this Amendment, all other terms and conditions of the Agreement will remain unchanged and in full force and effect. This Amendment may be executed in counterparts and all counterparts taken as a whole will constitute one and the same instrument. Signatures on executed documents transmitted to the other party via facsimile or email shall be binding upon the parties as if they were original signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year set forth beneath their signatures below.

WITNESSES:

SELLER:



OLD-PINE VENTURES, LLC
BY: DANA FRICKEY
ITS: AUTHORIZED MEMBER

BUYER:



ST. CHARLES PARISH
BY: MATTHEW JEWEL
ITS: PARISH PRESIDENT

CASH SALE

UNITED STATES OF AMERICA

BY: ST. CHARLES PARISH

STATE OF LOUISIANA

**TO: GLENN L. EBAYER, JR. and
DONNA ZANCA EBAYER**

PARISH OF ST. CHARLES

BE IT KNOWN, on the dates herein written below;

BEFORE the undersigned, Notaries 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:

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. 21-11-5 adopted by St. Charles Parish Council on the 15th day of November, 2021, a certified copy of which is 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 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 seller's personal rights to sue for property damages, unto:

GLENN L. EBAYER, JR. (-**-2280) and DONNA ZANCA EBAYER (**-**-2840)**, both persons of the full age of majority and domiciled in the Parish of St. Charles, State of Louisiana, who declared that they have been married but once and then to each other and they are presently living and residing together and their current mailing address is 108 Ducayet, Destrehan, LA 70047;

hereinafter referred to as purchasers, here present accepting, and purchasing for themselves, their successors and assigns, and acknowledging due delivery and possession thereof, all and singular the following described property, to-wit:

A CERTAIN 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 State of Louisiana, Parish of St. Charles, in that portion thereof known as Ormond Plantation Estates, being a portion thereof of Section 1, T13S, R8E, Section 11, T12S, R8E, Section 12, T12S, R8E, which said portion of ground consists of the portion of former Lot 26 that has been resubdivided into Lot 27A pursuant to that certain Plan of Resubdivision by Gassen Surveying, LLC, dated August 16, 2021, and recorded at COB 911, folio 600, entitled "Resubdivision of Lot 27 and the Adjoining Portion of Lot 26" which portion of ground adjoins original Lot 27 and measures 31.17' front on Ducayet Drive, same width in the rear, by a depth of one hundred seventy-five feet (175') between equal and parallel lines.

2021-0269

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF LEGAL SERVICES)

ORDINANCE NO. 21-11-5

An ordinance to approve and authorize the execution of an Act of Sale by St. Charles Parish to Donna Zanca wife of/and Glenn L. Ebeyer, Jr. for certain property being a portion of Lot 26 Ormond Plantation Estates in Square 6 measuring approximately 31.17'x175', Destrehan, Louisiana in the amount of \$26,000.00.

WHEREAS, St. Charles Parish owns the property located at 110 Ducayet Drive, Destrehan, Louisiana; and,

WHEREAS, a large portion of the property will be utilized to enhance drainage in the surrounding area; and,

WHEREAS, approximately 30' on the western side of the property contains a garage; and,

WHEREAS, St. Charles Parish does not need the 31.17' strip and it will not serve any public need; and,

WHEREAS, St. Charles Parish desires to sell said strip as shown in the attached Agreement to Purchase and Sell for the appraised value of \$26,000.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Act of Sale by and between St. Charles and Donna Zanca wife of/and Glenn L. Ebeyer, Jr. in the amount of \$26,000.00 is hereby approved and accepted.

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

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

YEAS: BILLINGS, FONSEGA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK

NAYS: NONE

ABSENT: FISHER, FISHER-FERRIER

And the ordinance was declared adopted this 15th day of November, 2021, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Marilyn Belloc
SECRETARY: Michelle Spontato
DLVD/PARISH PRESIDENT: November 16, 2021
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: November 16, 2021
AT: 11:40 am RECD BY: [Signature]

CERTIFIED TRUE & CORRECT AS PER
MINUTES DATED 11-15-21
Michelle Spontato
SECRETARY
ST. CHARLES PARISH COUNCIL

Being a portion of the same property acquired by seller herein by Act of Cash Sale recorded February 24, 2021, in COB 902, folio 632 in the official records of St. Charles Parish, LA.

The above- described property is subject to the following:

1. Restrictions contained in act passed before John T. Keys, Notary Public, dated April 1, 1974, registered in COB 152, folio 81 and as amended on May 3, 1974 in COB 152, folio 85 and the servitude in favor of L.P.&L. 5' in width across the entire front of westerly most 5' of herein described lot.
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.

Notwithstanding anything contained herein to the contrary, Purchaser acknowledges that the property hereby conveyed, including the real estate and any and all buildings and/or improvements erected thereon, are conveyed by seller to Purchaser "as is, where is and in its current condition" and without warranty as to physical condition, and with the exclusion of and release by Purchasers of any and all legal implied warranties, and Purchasers expressly waive any and all claims against Seller for vices or defects, including any environmental hazards in said property. This "as is - where is" condition applies to all improvements and inspections of the property being conveyed. Purchaser further acknowledges that Purchaser has fully inspected said property and is not relying on any representation as to its condition which has or may have been made by Seller. Purchaser further waives and releases Seller and Seller's agents, employees and insurers from any and all claims or causes of action which have arisen or might hereafter arise, whether presently known or unknown, in redhibition or for loss or damage resulting in whole or part from the condition of or defects or vices, including any environmental hazards, whether latent or patent in the property conveyed or any part thereof, whether such conditions, vices or defects give rise to such claims or cause of action should have been known to either Purchasers or Seller. Any liability in connection with any environmental protection rule, regulation order, requirement or law, whether state, local or federal, is hereby assumed by Purchasers. Purchasers take cognizance of all defects, apparent or not apparent, and do hereby acknowledge that the purchase price of said property reflects a diminution in price in order to compensate Purchasers for the condition of the property and any and all improvements thereon. Purchasers, in consideration of the purchase price of said property, waive all rights Purchasers may have to rescission of the sale or diminution of the price under and by virtue of the terms of the Civil Code of Louisiana Article 2520 et seq. and 2541 et seq, and other applicable laws.



GLENN L. EBAYER, JR.

December 14, 2021



DONNA ZANCA EBAYER

December 14, 2021

TO HAVE AND TO HOLD the above-described property unto the said purchasers, their heirs and assigns forever. Purchasers herein assume all responsibility and liability in connection with reading and reviewing the instruments of record listed above 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 **TWENTY-SIX THOUSAND AND 00/100 (\$26,000.00) DOLLARS** Cash, which the said purchasers have 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.

Purchasers accept the above-described property subject to the restrictions referred to herein and agrees for themselves, their successors and assigns to be bound thereby. Purchasers have 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 purchasers intend 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 2020 have been paid as per representation by seller herein, taxes due and exigible for the year 2021 will be paid in full by the purchasers 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

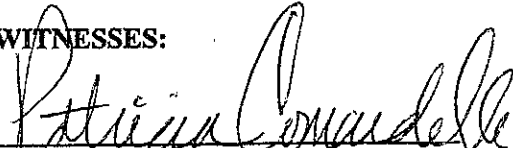
usability of said property due to any considerations of the environment (including a declaration that the said property is "wetlands"). The parties further acknowledge that said Notary has advised them of the availability of obtaining any of the above evaluations or studies and they have chosen to proceed without such studies; and they do hereby relieve and release me, Notary, from any responsibility in connection therewith.


The seller herein further declared 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.

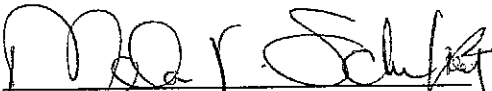
Purchaser declared that pursuant to La. Rev. Stat Ann § 9:2721, the address where property tax and assessment notices are to be mailed is: 108 Ducayet, Destrehan, LA 70047.

THUS, DONE AND PASSED at Luling, Louisiana, on this 14th day of December, 2021, 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.

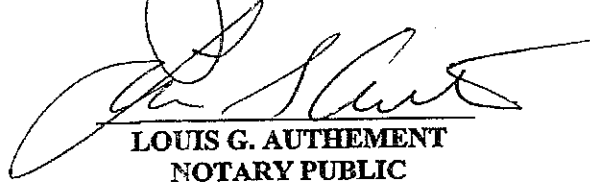
WITNESSES:


Patricia Comardelle


GLENN L. EBAYER, JR.


Melanie V. Schexnayder


DONNA ZANCA EBAYER



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

THUS, DONE AND PASSED at Hahnville, Louisiana, on this 3rd day of December, 2021 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:

Samantha de Castro
Printed Name: Sebastien

Corey M. Oubre
Printed Name: Corey M. Oubre

ST. CHARLES PARISH

Matthew Jewell
BY: MATTHEW JEWELL,
Its: PARISH PRESIDENT

NOTARY PUBLIC
Printed Name: Robert L. Raymond
Bar/Notary ID# 11408