

ORD.

**2004-0457**

**INTRODUCED BY: LANCE MARINO, COUNCILMAN-AT-LARGE, DIVISION A**  
**ORDINANCE NO. 05-1-5**

An ordinance to approve and authorize the execution of an Act of Sale by Lloyd J. Frickey for a Public Playground in Des Allemands.

**WHEREAS,** St. Charles Parish is interested in establishing a community park in the area of J. B. Green Road in Des Allemands; and,

**WHEREAS,** the Parish has identified a certain parcel of property identified as Lot 73-B along J.B. Green Road owned by Lloyd J. Frickey on which the Parish desires to locate said Community Park; and,

**WHEREAS,** Lloyd J. Frickey has agreed to sell said property to the Parish.

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

**SECTION I.** That the Act of Sale by and between Lloyd J. Frickey and St. Charles Parish in the amount of \$32,800.00, is hereby approved.

**SECTION II.** That the Parish President is hereby authorized to execute said Act of Sale on behalf of St. Charles Parish subject to vendor delivering clear insurable title, free of any defects and encumbrances.

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

YEAS: MARINO, FAUCHEUX, FABRE, WALLS, BLACK, DUHE

NAYS: HILAIRE, RAMCHANDRAN

ABSENT: MINNICH

And the ordinance was declared adopted this 10th day of January, 2005 to become effective five (5) days after publication in the Official Journal.

Act of Sale-Des Allemands Playground revised

CHAIRMAN: [Signature]  
SECRETARY: [Signature]  
DLVD/PARISH PRESIDENT: January 11, 2005  
APPROVED:  DISAPPROVED:

PARISH PRESIDENT: [Signature]  
RETD/SECRETARY: January 11, 2005  
AT: 4:00 PM RECD BY: [Signature]

RECORDED IN THE ST. CHARLES PARISH  
CLERK OF COURT OFFICE  
ON August 30, 2006  
AS ENTRY NO. 322151  
IN MORTGAGE/CONVEYANCE BOOK  
NO. 677 FOLIO 301

CASH SALE

UNITED STATES OF AMERICA

FROM: LLOYD J. FRICKEY

STATE OF LOUISIANA

TO: ST. CHARLES PARISH

PARISH OF ST. CHARLES

BE IT KNOWN, that on this 9<sup>th</sup> day of August, in the year two thousand and six(2006).

BEFORE ME, 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:

DORCAS DUFRENE WIFE OF/AND LLOYD J. FRICKEY (S.S.#437-72-0903 and 435-68-7929 respectively) persons of the full age of majority and domiciled in the Parish of St. Charles, State of Louisiana, who declared unto me, Notary, that they have been married but once and then to each other with whom they are presently living and residing and their mailing address is 152 Bayou Estates Drive, DesAllemands, Louisiana;

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 Albert D. Laque, its Parish President, and whose mailing address is P. O. Box 302, Hahnville, Louisiana, 70057; and pursuant to Ordinance No. 05-1-5 adopted by the St. Charles Parish Council on January 10, 2005 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 OR LOT OF GROUND together with all buildings, rights and improvements located in the Parish of St. Charles, in the town of DesAllemands. Said Lot of ground herein conveyed is lying east of LA Highway 631 and west of US Highway 90 in Lot #73 and a portion of Lot #75 of the Sunset Drainage District located in the Ranson Tract of the Coteau De France, in Section 39, T-14-S Range 20 East.

Said Lot is designated as Lot #73-B on a

map by Riverlands surveying company dated November 4, 2004. Said map is approved by the St. Charles Parish Planning and Zoning Commission on November 4, 2004 and recorded in the records of the Clerk of Court, Parish of St. Charles on November 15, 2004 at Entry No. 301399.

Said Lot #73-B measures 330.76' along the right of way of J. B. Green Road and measures 277.73' along the lot line of Lot 73-A and measures 194.82' along the lot line of Lot 73-C, and has a width in the rear of 320.20'. All as more fully shown on the survey attached hereto and made a part hereof.

Being a portion of the same property acquired by vendors herein by Deed dated November 29, 2002 from Texaco Exploration and Production Inc. and duly recorded in St. Charles Parish on January 18, 2001 at COB 581, folio 4.

The above-described property is subject to the following:

- 1) Any loss or damage or defect resulting from the apparent dedication, or absence thereof, of J.B. Green Road to St. Charles Parish, reference being hereby made to Additional Note (3) shown on the above-referenced map indicating that said map/plat served as a dedication of J.B. Green Road as shown to St. Charles Parish.
- 2) Disclosure in Deed dated November 29, 2002 from Texaco Exploration and Production Inc. and duly recorded in St. Charles Parish on January 18, 2001 at COB 581, folio 4 indicating that certain spills of oil, chemicals and other wastes from oil and gas exploration, development, production of the storage and handling of pipe have occurred, or may have occurred, upon the above-described property, which could have resulted in contamination of the soil, water, ground water, or improvements on the above-described property.
- 3) Covenants to defend, protect, indemnify, hold harmless and render whole Texaco Exploration and Production Inc. from and against numerous enumerated claims and other matters, along with the Dispute Resolution Procedure Rider, more fully recited in that certain Deed dated November 29, 2002 from Texaco Exploration and Production, Inc. and duly recorded in St. Charles Parish on January 18, 2001 at COB 581, folio 4, which are described therein as

covenants running with the above-described property binding upon the purchaser of the above-described property and said purchaser's executors, administrators, legal representative, heirs, successors and assigns.

- 4) The following mineral reservation contained in Deed dated November 29, 2002 from Texaco Exploration and Production, Inc. and duly recorded in St. Charles Parish on January 18, 2001 at COB 581, folio 4: "Vendor expressly saves, retains, reserves and excepts from this conveyance, and reserves unto itself and its successors and assigns, all oil, gas and other minerals (including, but not limited to, helium, lignite, sulphur, geothermal resources and other solid, liquid and gaseous substances and other energy productive resources) regardless of the nature thereof and whether similar or dissimilar, and the right to explore for, develop and produce same, and all mineral and royalty rights whatsoever in, on, under and pertaining to the hereinabove described Property herein conveyed, as well as the right to grant any and all oil, gas, and mineral leases, including, but not by way of limitation, the free right and enjoyment of ingress and egress upon, over, and across said lands and the use thereof, and the right to lay and construct pipe lines and roadways, explore for, mine, drill produce, extract, treat, store and dispose of said minerals, and Vendor shall have all the other privileges and uses usually and customarily included in oil, gas, and mineral leases. Vendor is to receive all bonuses, rentals and royalties payable under any such lease or leases.

- 5) All restrictions, servitudes, easements, rights-of-way, covenants, conditions, grants, leases, agreements of every nature and kind of record, governmental laws, ordinances, restrictive covenants affecting the use of and/or encumbering the land and properties and other matters (including not by way of limitation, encroachments or protrusions) that would be revealed by any documents of record in any parish within which any part of the Property is located, or by a current on the ground survey and inspection of

the property or otherwise .

6) The following matters, whether or not evidenced by any instrument of record, but only to the extent each is valid and subsisting, remains in effect pursuant to the terms of any governing document, and continues to affect the Property:

a) restrictive covenants, boundary and common party-wall agreements, building codes, zoning regulations and ordinances, and other laws, regulations and ordinances of any governmental authority covering the use or occupancy of any part of the Property, and any violation thereof, regardless of when asserted;

b) any discrepancies, conflicts, or shortages in an area or boundary lines, any encroachments or protrusions, overlapping of improvements, and other matters that would be revealed by a current survey on the ground or inspection of Property; and

c) the rights of any tenants or other parties in possession of any part of the Property.

7) Any assessment or lien for ad valorem taxes for the current year and for subsequent years, and any assessment and/or liens for special assessments which are not yet due and payable and subsequent ad valorem tax assessments for prior years due to a change in land usage or ownership.

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 THIRTY-TWO THOUSAND EIGHT HUNDRED AND NO/100 (\$32,800.00) 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.

Taxes for 2003 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 Destrehan, 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:

Robert D. Cullen

Dorcias D. Frickey  
DORCAS D. FRICKEY

Almond D. Laque

LLOYD J. FRICKEY

PARISH OF ST. CHARLES  
Albert D. Laque  
BY: ALBERT D. LAQUE  
PARISH PRESIDENT

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NOTARY PUBLIC  
ROBERT L. RAYMOND  
BAR NO. 11408