

CASH SALE

**BY: ST. CHARLES PARISH WATER
DISTRICT NO. 1**

TO: ZERUAH Z. MELECIO

BE IT KNOWN, that on the dates indicated below, in the year of Our Lord two thousand nineteen (2019).

BEFORE the undersigned Notarics Public, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

ST. CHARLES PARISH WATER DISTRICT NO. 1 (**-**-1208) a public corporation organized under the laws of the State of Louisiana, represented by **LARRY COCHRAN**, as Parish President, whose mailing address is P.O. Box 302, Hahnville, LA 70057; authorized pursuant to Ordinance No. 19-3-7 adopted by St. Charles Parish Council on the 25th day of March, 2019, a 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:

ZERUAH Z. MELECIO (**-**- 6797) a person of the full age of majority and domiciled in the Parish of Jefferson, State of Louisiana, who declared that she has been married once and then to Antonio Melecio from whom she was divorced and she has not since remarried and her current mailing address is 1021 S. Starrett Road, Metairie, LA 70003;

hereinafter referred to as purchaser, here present accepting, and purchasing for herself, her heirs and assigns, and acknowledging due delivery and possession thereof, all and singular the following described property, to-wit:

ONE CERTAIN LOT OF GROUND, together with all the improvements thereon, and all the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, on the left descending bank of the Mississippi River about seven leagues above the City of New Orleans, in what is known as "MODOC SUBDIVISION", per plan of Frank T. Payne, Civil Engineer, dated Gretna, Louisiana, July 23, 1921, a blue print of which is on file in the office of the St. Charles Parish, Louisiana, and according to which plan said lot is designated by the Number One Hundred Nineteen (119) and measures as follows:

LOT NO. 119 measures Forty (40') feet front on the street dividing Modoc Subdivision by a depth on line separating it from Lot 117 of One Hundred Forty-Six, eight inches and four lines (146'8"4'''). One Hundred Forty Six, four inches and three lines (146'4"3''') in depth on line separating it from Lot No. 121, by a width in the rear of Forty (40') feet; and further as per survey of Lucien C. Gassen, Land Surveyor, dated January 11, 1983.

Being the same property acquired by seller herein by Cash Sale dated February 9, 1983, and duly recorded in COB 294, folio 555 of the official records of St. Charles Parish, Louisiana.

The above described property is subject to the following:

1. Oil, Gas and Mineral Lease dated September 10, 1987 recorded in COB 383, folio 1043, Parish of St. Charles, State of Louisiana.
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.

"Purchasers further acknowledge that the property hereby conveyed including the real estate, and all buildings and improvements erected thereon are conveyed by the Sellers "as is" 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 Sellers for vices or defects including any environmental hazards in said property. Purchasers further acknowledge that they have fully inspected said property and are not relying on any representation as to its condition which has or may have been made by the Sellers. Purchasers further waive and release Sellers and their 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 thereon, whether such conditions, vices or defects give rise to such claims or cause of action should have been known to either Purchaser or Sellers. Any liability in connection with any environmental protection rule, regulation order, requirement or law, whether state, local or federal is hereby assumed by Buyer. The 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 improvements. The Purchasers, in consideration of the bid price at the auction herein waive all rights they may have to rescission of the sale or diminution of the price under and by virtue of the terms of the Uniform Commercial/Civil Code of the state in which the

property is located. Purchaser expressly waives any and all rights which they have or may have against Gilmore Auction & Realty Co., or the Seller, arising out of this purchase on account of any and all conditions of the property herein purchased”.

Zeruah Z. Melecio
ZERUAH Z. MELECIO

May 31, 2019

TO HAVE AND TO HOLD the above described property unto the said purchaser, her 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 SEVEN THOUSAND EIGHT HUNDRED TEN AND NO/100 (\$7,810.00) 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 grant full acquittance and discharge therefor.

Purchaser accepts the above described property subject to the restrictions referred to herein and agree for herself, her successors and assigns to be bound thereby. Purchaser has made an independent inspection of the property and are 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 purchasers 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 2018 have been paid as per representation by seller herein, taxes due and exigible for the year 2019 will be prorated by the parties hereto.

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 declare 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.

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.

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.

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.

Purchasers declared that pursuant to La. Rev. Stat Ann § 9:2721, the address where property tax and assessment notices are to be mailed is 1021 s. Starrett Road, Metairie, LA 70003.

UNITED STATES OF AMERICA

STATE OF IOWA

COUNTY OF Scott

THUS DONE AND PASSED at Davenport, Iowa, on the 31 day of May, 2019, 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:

[Signature]
Witnesses printed name: Max Guerin

Zeruah Melecio
ZERUAH Z. MELECIO

[Signature]
Witnesses printed name Carolyn Ellison

Valerie Simmons
NOTARY PUBLIC

NOTARY PRINTED NAME: Valerie Simmons

NOTARY ID# 712485



UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ST. CHARLES

THUS DONE AND PASSED at Hahnville, Louisiana, on the 5th day of June, 2019, 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:

Robt S. Delahoussaye
Witnesses printed name: Robt S. Delahoussaye

[Signature]
ST. CHARLES PARISH WATER DISTRICT NO. 1
By: Larry Cochran, Parish President

Dawn H. Haddon
Witnesses printed name: DAWN H. HADDON

[Signature]
NOTARY PUBLIC

NOTARY PRINTED NAME: Robert L. Raymond

NOTARY ID# 15331

2017-0260

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF WATERWORKS)

ORDINANCE NO. 19-3-7

An ordinance to authorize the sales by Waterworks District No. 1 of St. Charles Parish for property located at Lots 11, 12 & Pt. 13 Barreca St., Norco (Barreca Tower Site), Lot 119 Gordon St., Destrehan (Gordon Tower Site), Lot A Diane Pl., St. Rose (Dianne Place Tower Site), and Lots 45 & 47 Gordon St., Destrehan (Gordon Booster Station); and to approve and authorize the attached Listing Agreement with Sperry Van Ness/Gilmore Auction & Realty Company to act as Waterworks District No. 1 of St. Charles Parish's designated agent/auctioneer for the sales.

WHEREAS, Waterworks District No. 1 of St. Charles Parish is the owner of the four above listed parcels of property; and,

WHEREAS, the referenced properties were the previous sites of three water towers and one pressure booster station, all of which have been removed from service; and,

WHEREAS, with the removal of the water system components, there is no continuing public need for the properties.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the sales by Waterworks District No. 1 of St. Charles Parish for the above described properties is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute the said Listing Agreement with Sperry Van Ness/Gilmore Auction & Realty Company on behalf of Waterworks District No. 1 of St. Charles Parish.

SECTION II. That the Parish President is hereby authorized to execute any and all documents related to and necessary for the sale of the above referenced properties on behalf of Waterworks District No. 1 of St. Charles Parish, including but not limited to the individual Acts of Sale.

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF,
BELLOCK, FLETCHER, FISHER-PERRIER

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 25th day of March, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____
SECRETARY: Michelle Dupontato
DLVD/PARISH PRESIDENT: March 26, 2019
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: _____
RETD/SECRETARY: March 27, 2019
AT: 9:05 am RECD BY: _____

CERTIFIED TRUE & CORRECT AS PER
MINUTES DATED 3/25/19
Michelle Dupontato
SECRETARY
ST. CHARLES PARISH COUNCIL