

2014-0390

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

ORDINANCE NO. 15-3-4

An ordinance to approve and authorize the execution of an Act of Sale by Madere's Garage, Inc. to St. Charles Parish for property located at 15042 River Road Hahnville, Louisiana

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, Madere's Garage, Inc. is the owner of a certain tract as described in the attached Cash Sale.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Act of Sale by Madere's Garage, Inc. to St. Charles Parish for the above described property in the amount of \$670,000.00 is hereby approved.

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

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

YEAS: SCHEXNAYDRE, WILSON, WOODRUFF, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: LEWIS

And the ordinance was declared adopted this 2nd day of March, 2015, to become effective (5) days after publication in the Official Journal.

CHAIRMAN: _____
SECRETARY: _____
DLVD/PARISH PRESIDENT: 3-4-15
APPROVED: DISAPPROVED: _____
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: 34-15
AT: 10:10a RECD BY: [Signature]

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON March 10, 2015
AS ENTRY NO. 404090
IN MORTGAGE/CONVEYANCE BOOK
NO. 813 FOLIO 470

CASH SALE

UNITED STATES OF AMERICA

FROM: MADERE'S GARAGE, INC.

STATE OF LOUISIANA

TO: ST. CHARLES PARISH

PARISH OF ST. CHARLES

BE IT KNOWN, that on this ____ day of January, in the year two thousand and fifteen (2015).

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:

MADERE'S GARAGE, INC., a Louisiana corporation domiciled in St. Charles Parish, Louisiana, herein represented by its President, Jan G. Madere, pursuant to Resolution of the Board of Directors, copy of which is attached hereto and made a part hereof, and whose mailing address is P. O. Box 447, Hahnville, Louisiana, 70057;

Hereinafter designed as "vendor" who declared that for the consideration and upon the terms and conditions hereinafter expressed, said vendor does 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. 15-3-4, adopted by the St. Charles Parish Council on the 2nd day of March, 2015, copy of which is attached hereto and made a part hereof;

hereinafter designed as "purchaser", herein present, accepting and purchasing and acknowledging delivery and possession of the following described property, to-wit:

A CERTAIN LOT OR PARCEL OF LAND, 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 measuring 92 & 2/3rds feet, more or less, front on the public road (La. Hwy. 18 or River Road) where it is now established, between parallel lines extending in depth to the western toe of the Mississippi River levee; bounded on the upper line by property of the heirs of Pascal Margiotta and on the lower line by property of St. Charles Parish (EOC Building). Improvements thereon bear municipal number 15042 River Road, Hahnville, Louisiana.

Said property is subject to a five foot (5') right-of-way in favor of Entergy Louisiana LLC dated March 4, 2013 and duly recorded at COB 782, folio 814.

Being the same property acquired by Madere's Garage, Inc. from Mildred R. Madere, et als by Act before Leon C. Vial, III, Notary, on September 11, 1995.

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 **SIX HUNDRED SEVENTY THOUSAND AND NO/100THS (\$670,000.00) DOLLARS**, lawful current money of the United States of America, which amount the said purchaser has paid in read CASH, receipt of which is hereby acknowledged by the vendor, and full discharge and acquittance granted therefor.

Vendee or vendees' representatives have been offered or provided, prior to the execution of this Act of Sale and transfer, the opportunity to fully inspect and examine any and all buildings and all things contained therein which comprise the premises being sold and transferred. The vendee knows and is satisfied with the physical condition of the premises in all respects, and the same is acceptable to vendee "as is" and vendor affirms and agrees that no representations, statements or warranties have at any time been made by Vendor(s) as to the physical condition or state of repair of the premises in any respect and that the purchase price takes into consideration the condition of the premises. Vendor waives all warranties pertaining thereto and vendee releases vendor from all environmental liabilities.

Vendor and vendee agrees, acknowledges and recognizes that this sale is in an "as is" condition, and accordingly, purchaser hereby relieves and releases vendor and all previous owners thereof from any and all claims for any vices or defects in said property, whether obvious or latent, known or unknown, easily discoverable or hidden, and particularly for any claim or cause of action for redhibition pursuant to Louisiana Civil Code Article 2520, et seq., or for diminution of purchase price pursuant to Louisiana Civil Code Articles 2541, et seq.

All State, Parish and City taxes up to and including the taxes due and payable in 2014 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.

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.

THUS DONE, READ AND PASSED in Hahnville, St. Charles Parish, Louisiana, in the presence of the named undersigned witnesses who have hereunto signed their names with the parties and me, Notary, the day, month and year first above written.

WITNESSES:

Valerie Berthelot

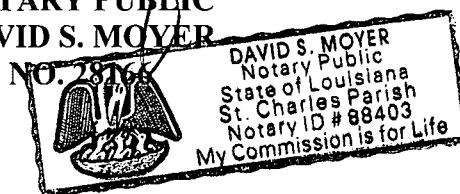
Sandra B. Mequez

Spede Colera

[Signature]

[Signature]

NOTARY PUBLIC
DAVID S. MOYER



APPEARERS:

MADERE'S GARAGE, INC.

BY: Jan G. Madere
JAN G. MADERE,
PRESIDENT

ST. CHARLES PARISH

BY: [Signature]
V. J. ST. PIERRE, JR.
PARISH PRESIDENT