



St. Charles Parish Clerk of Court
P.O. Box 424
Hahnville, LA 70057

Phone (985) 783-6632

Lance Marino
Clerk of Court
Parish of St. Charles

Certified Copy

Instrument Number: 479759

Book/Index: COB
Document Type: CASH SALE/DEED
Recording Date: 02/01/2024 3:58 PM CST

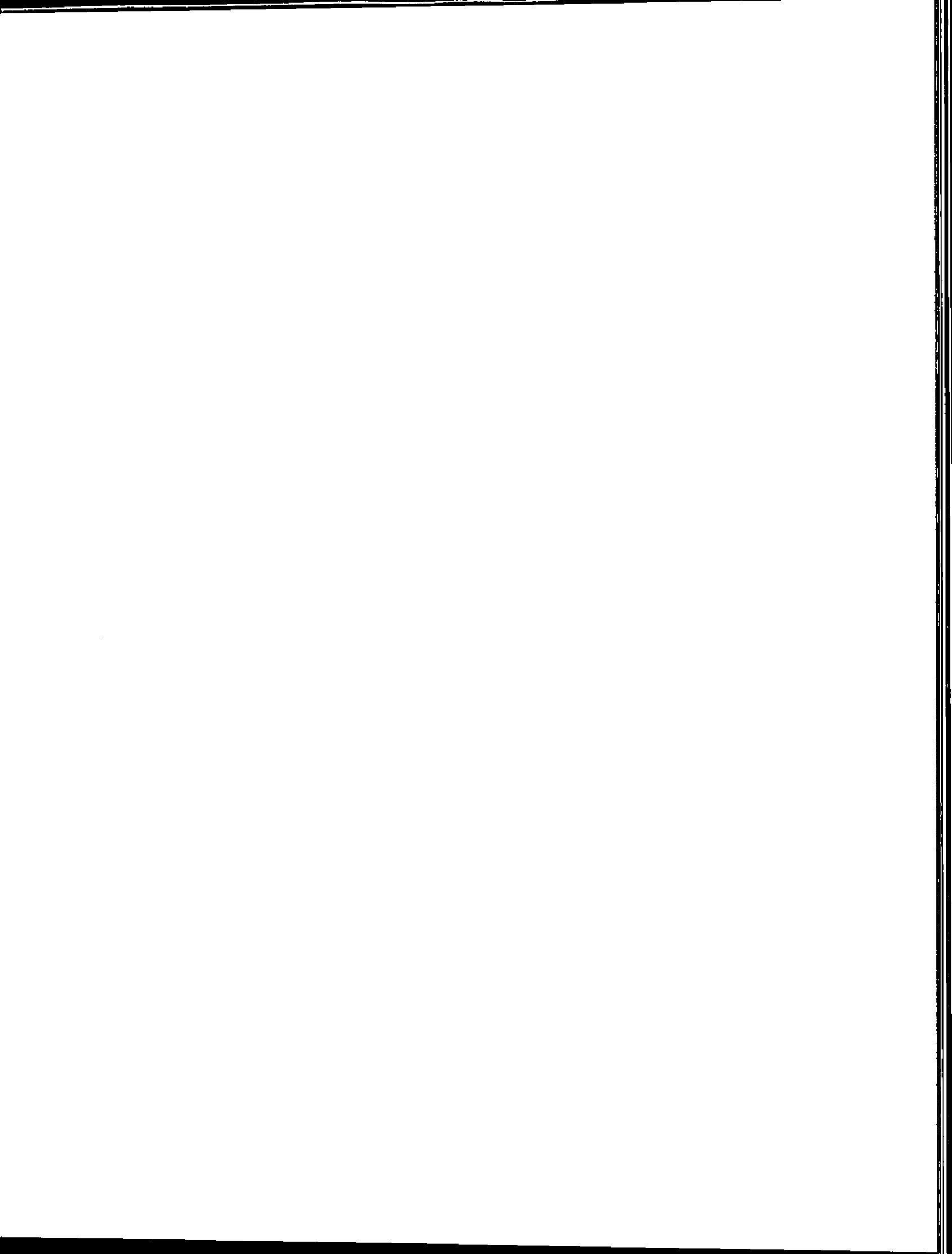
Grantor 1: POCHE, JAMES J
Grantee 1: ST CHARLES PARISH

THIS PAGE IS RECORDED AS PART OF YOUR DOCUMENT AND
SHOULD BE RETAINED WITH ANY COPIES.

THE ATTACHED DOCUMENT IS A **CERTIFIED TRUE AND CORRECT COPY** THAT WAS
RECORDED ON THE DATE AND TIME LISTED ABOVE AND CERTIFIED ON THE SAME.



Aubrey Waguespack
Aubrey Waguespack, Deputy Clerk



CASH SALE

UNITED STATES OF AMERICA

BY: JAMES J. POCHE and
PATRICIA BOURGEOIS POCHE

STATE OF LOUISIANA

TO: ST. CHARLES PARISH

PARISH OF ST. CHARLES

BE IT KNOWN, on the dates herein written below;

BEFORE the undersigned, Notary 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:

JAMES J. POCHE (**-**-4450) and PATRICIA BOURGEOIS POCHE (**-**-2500), both persons of the full age of majority and domiciled in the Parish of St. Charles, State of Louisiana, who declared they have been married but once and then to each other with whom they are presently living and residing; and their current mailing address is 148 West B Street, Norco, LA 70079; further that James J. Poche and Patricia Bourgeois Poche are both represented herein by Renee P. Agurcia, Agent and Attorney in Fact, as per Special Powers of Attorney attached hereto and made a part hereof and said Renee P. Agurcia declares that said powers are still in full force and effect, that the principals are alive, have not been judicially interdicted or has filed bankruptcy;

hereinafter collectively referred to as sellers who declared that they do 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 they have or may have against all preceding owners and vendors, and including an assignment or subrogation of sellers' personal rights to sue for property damages, unto:

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. ~~23-12-10~~ adopted by St. Charles Parish Council on the ~~15~~¹⁸ day of December, 2023, a copy of which is attached hereto and made a part hereof;

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

ONE CERTAIN LOT OR PORTION OF GROUND, together with all the buildings and improvements thereon, all rights, ways, privileges, servitudes, and advantages thereunto belonging or in anywise appertaining, situated in Parish of St. Charles, State of Louisiana, in Section 5, T12S, R8E, in or near the town of Norco, in what is known as Unit No. 2, Hiland Park Subdivision as per plan by E.M. Collier, Surveyor, dated February 2, 1955, a copy of which plan is on file in the office of the Clerk of Court and as revised by plan of E. M. Collier, Surveyor, dated July 13, 1957, a copy of which is also filed in the office of the Clerk of Court, St. Charles Parish for reference; and according to said plans, the lot herein conveyed is designated as LOT TWO (2), Unit #2, SECTION 14-A and measures as follows:

LOT TWO (2), SECTION 14-A measures Seventy-five (75') feet front on West Pine Street, formerly Spillway Street, by a depth along line of Lot 3 of One hundred twenty (120') feet, by a width in the rear of Seventy-five (75') feet and by a depth along line of Lot 1 of One hundred twenty (120') feet.

Improvements thereon bear the Municipal No. 679 West Pine Street, Norco, LA 70079.

Being of the same property acquired by seller herein by Acts of Sale in COB 87, folio 604 and in COB 88, folio 635 in the official records of St. Charles Parish, LA.

The above-described property is subject to the following:

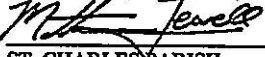
1. This sale is made and is subject to certain restrictions contained in act by Percy J. Alleman, et als as per act passed before Charles S. Lagarde, Jr., Notary Public, dated October 13, 1954, registered in COB 9, folio 163, as amended in instrument executed by James P. Vial, et als passed before Charles S. Lagarde, Jr., Notary Public, dated November 25, 1955, registered in COB 12, folio 10, and in act passed before Leon C. Vial, III, Notary Public, dated August 2, 1965, and recorded in COB 49, folio 250, St. Charles Parish, Louisiana.
2. Mineral reservation in Act of Sale recorded at COB 87, page 604.
3. 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.
4. 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.

The SELLERS and BUYER hereby acknowledge and recognize that the Property being sold and purchased is to be transferred in "as is" condition and further BUYER does hereby waive, relieve, and release SELLERS from any claims or causes of action for redhibition pursuant to Louisiana Civil Code Article 2520, et seq. and Article 2541, et. seq. or for reduction of Sales Price pursuant to Louisiana Civil Code Article 2541, et seq. Additionally, BUYER acknowledges that this sale is made without warranty of fitness for ordinary or particular use pursuant to Louisiana Civil Code Article 2524. SELLERS and BUYER agree that this clause shall be made a part of the Act of Sale.

We have read, understand, and agree to be bound by the above waiver of warranty.


ST. CHARLES PARISH
By: Matthew Jewell, its Parish President

Date: January 10, 2024

TO HAVE AND TO HOLD the above-described property unto the said purchaser, its 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 **THREE HUNDRED THOUSAND AND NO/100 (\$300,000.00) DOLLARS** Cash, which the said purchaser has well and truly paid, in ready and current money to the said sellers who hereby acknowledge the receipt and sufficiency thereof and grants full acquittance and discharge therefor.

Purchaser accepts the above-described property subject to the restrictions referred to herein and agrees for itself, its successors and assigns to be bound thereby. Purchaser has 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 purchaser intends 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 2023 have been paid as per representation by sellers herein, taxes due and exigible for the year 2024 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.

2023-0343

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 23-12-10

An ordinance to approve and authorize the Parish President to execute an Act of Sale from Patricia Bourgeois wife of/and James J. Poche for the purchase of property at 679 West Pine Street, Norco, Louisiana, for drainage improvements to the Engineer's Pump Station.

- WHEREAS, St. Charles Parish desires to enhance drainage in the Norco area; and,
- WHEREAS, the East Bank Master Drainage Plan has identified the need to upgrade the Pump Station at Engineer's Canal to improve drainage in the Norco Watershed; and,
- WHEREAS, Volkert, Inc. in conjunction with the Department of Public Works' Engineers has developed a Conceptual Design for the improvements required at the Engineer's Canal Pump Station; and,
- WHEREAS, the improvements will increase the capacity of the pump station from 185 CFS to 250 CFS by adding additional pumps and reconfiguring the existing station to allow water to be fed to the pumps from the east; and,
- WHEREAS, as part of the improvements, a new larger Sump will need to be constructed east of the existing station to allow a larger volume of water to be collected for the new pump configuration; and,
- WHEREAS, the existing channel of the Engineer's Canal will need to be realigned to provide flow to the new, larger Sump; and,
- WHEREAS, the acquisition of the property at 679 West Pine Street will provide the space necessary for these improvements; and,
- WHEREAS, an appraisal was completed on 679 West Pine Street on June 1, 2023, resulting in an appraised value of \$300,000.00. See attached appraisal; and,
- WHEREAS, the owners of 679 West Pine Street have expressed a desire to sell their property to the Parish in the amount of \$300,000.00; and,
- WHEREAS, the Parish President has executed a Purchase Agreement regarding the sale and purchase of 679 West Pine Street conditioned upon approval of the St. Charles Parish Council.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. The St. Charles Parish Council hereby approves the Agreement to Purchase and Sell Property attached herein, located at 679 West Pine Street, Norco, Louisiana in the amount of \$300,000.00.

SECTION II. That the Parish President is further hereby authorized to execute all documents deemed necessary to purchase 679 West Pine Street, Norco, Louisiana.

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

YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS,
DUFRENE, BELLOCK, FISHER, FISHER-CORMIER

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 18th day of December, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]

SECRETARY: Michelle Dupont

DLVD/PARISH PRESIDENT: December 19, 2023

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell

RET/SECRETARY: December 19, 2023

AT: 11:22 am RECD BY: [Signature]

CERTIFIED TRUE & CORRECT AS PER
MINUTES DATED 12/18/23
Michelle Dupont
SECRETARY
ST. CHARLES PARISH COUNCIL

DURABLE POWER OF ATTORNEY

STATE OF LOUISIANA
PARISH OF ST. CHARLES

KNOW ALL MEN BY THESE PRESENTS:

That I, James J. Poche, a/k/a James J. Poche, Sr., SS #***-**-4450, of the full age of majority and a resident of the Parish of St. Charles, State of Louisiana, hereinafter referred to as "Principal," do hereby make, name, constitute and appoint:

Patricia B. Poche or Renee P. Agurcia or Dan D. Poche,


my true and lawful Attorneys-in-Fact, for me, and in my name, place and stead to:

Act with full power and authority on my behalf; conduct, manage and transact all and singular my affairs, business, concerns and matters of whatever nature or kind, without any exception or reservation whatsoever; to endorse and accept checks; to draw money out of any financial institution(s), or bank(s) where the same may have been deposited in my name; to enter any safety deposit box which is in my name; to transfer, buy or sell movables, including motor vehicles and securities, at prices they may determine as fair in their complete discretion, or donate movables, including motor vehicles and securities; to buy and sell (including short sales) to subscribe for and trade in stocks, bonds, options, limited partnership interests, trust units and any other securities and/or contracts relating to the same, on margin or otherwise; to acquire, buy, alienate, sell, mortgage, encumber, partition, or lease immovables and movables, including motor vehicles and securities; to represent her in any and all legal matters and general matters.

And generally to do and perform all and every other act, matter and thing whatsoever as shall or may be requisite and necessary, touching or concerning the affairs, business or assets of Principal as fully, completely and effectually, and to all intents and purposes with the same validity, as if all and every such act, matter or thing, were on, had been particularly stated, expressed, and especially provided for, or as Principal could or might do if personally present.

Said Principal further declares that he hereby gives said Attorneys-in-Fact full power and authority on my behalf to do the following:

1. Make inter vivos donations, either outright or to a new or existing trust or custodial arrangement, and to impose such conditions on the donations, including, without limitation, the power to revoke;
2. Accept or renounce a succession;
3. Contract a loan, acknowledge or make remission of a debt, or become a surety;
4. Draw or endorse promissory notes and negotiable instruments;
5. Enter into a compromise or refer a matter to arbitration;



JAMES J. POCHE, a/k/a
JAMES J. POCHE, SR.
NOVEMBER 20, 2017

DURABLE POWER OF ATTORNEY

BY: JAMES J. POCHE, a/k/a JAMES J. POCHE, SR.
TO: PATRICIA B. POCHE or RENEE P. AGURCIA or DAN D. POCHE

6. Make health care decisions, other than declarations of life-sustaining procedures pursuant to R.S. 40:1299.58.1 et seq., but which may include surgery, medical expenses, nursing home residency, or medication.

It is my intention that the Power of Attorney herein granted is unlimited.

And I give and grant unto my said Attorneys-in-Fact full power and authority to sign all papers, deeds and documents; to issue all receipts and to do all acts necessary and proper to accomplish any and all of the duties hereinabove specified, with the same validity as I might myself do, were I personally present and acting for myself, and I hereby ratify and confirm whatever my said Attorneys may do by virtue of this power.

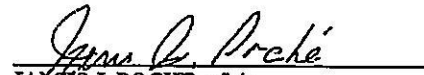
I authorize my Agents to enter into contracts with themselves.

This Power of Attorney is a Durable Power of Attorney and shall not be affected by my disability or incapacity and shall continue in effect if I become disabled or incapacitated, and shall continue in effect until my death or until revoked by me.


THUS DONE AND PASSED, on this 20th day of November, 2017, in the presence of the two undersigned competent-witnesses who have hereunto signed their names with appearer and me, Notary, after due reading of the whole.


WITNESSES:


DONNA F. LAMBERT


JAMES J. POCHE, a/k/a
JAMES J. POCHE, SR.
PRINCIPAL


GRETA C. NASSAR


GREGORY A. MILLER - 19063
NOTARY PUBLIC
NOTARY ID#15328
MY COMMISSION IS FOR LIFE


CERTIFIED TO BE A
TRUE COPY OF THE ORIGINAL.
Gregory A. Miller
LSA #19063
Notary Public
My Commission Expires At My Death

DURABLE POWER OF ATTORNEY

STATE OF LOUISIANA
PARISH OF ST. CHARLES

KNOW ALL MEN BY THESE PRESENTS:

That I, Patricia Bourgeois Poche, Sr., SS #***-**-2500, of the full age of majority and a resident of the Parish of St. Charles, State of Louisiana, hereinafter referred to as "Principal," do hereby make, name, constitute and appoint:

James J. Poche, or Renee P. Agurcia, or Dan D. Poche


my true and lawful Attorneys-in-Fact, for me, and in my name, place and stead to:

Act with full power and authority on my behalf; conduct, manage and transact all and singular my affairs, business, concerns and matters of whatever nature or kind, without any exception or reservation whatsoever; to endorse and accept checks; to draw money out of any financial institution(s), or bank(s) where the same may have been deposited in my name; to enter any safety deposit box which is in my name; to transfer, buy or sell movables, including motor vehicles and securities, at prices they may determine as fair in their complete discretion, or donate movables, including motor vehicles and securities; to buy and sell (including short sales) to subscribe for and trade in stocks, bonds, options, limited partnership interests, trust units and any other securities and/or contracts relating to the same, on margin or otherwise; to acquire, buy, alienate, sell, mortgage, encumber, partition, or lease immovables and movables, including motor vehicles and securities; to represent her in any and all legal matters and general matters.

And generally to do and perform all and every other act, matter and thing whatsoever as shall or may be requisite and necessary, touching or concerning the affairs, business or assets of Principal as fully, completely and effectually, and to all intents and purposes with the same validity, as if all and every such act, matter or thing, were on, had been particularly stated, expressed, and especially provided for, or as Principal could or might do if personally present.

Said Principal further declares that he hereby gives said Attorneys-in-Fact full power and authority on my behalf to do the following:

1. Make inter vivos donations, either outright or to a new or existing trust or custodial arrangement, and to impose such conditions on the donations, including, without limitation, the power to revoke;
2. Accept or renounce a succession;
3. Contract a loan, acknowledge or make remission of a debt, or become a surety;
4. Draw or endorse promissory notes and negotiable instruments;
5. Enter into a compromise or refer a matter to arbitration;


PATRICIA BOURGEOIS POCHE
NOVEMBER 20, 2017

DURABLE POWER OF ATTORNEY

BY: PATRICIA BOURGEOIS POCHE

TO: JAMES J. POCHE, or RENEE P. AGURCIA, or DAN D. POCHE

6. Make health care decisions, other than declarations of life-sustaining procedures pursuant to R.S. 40:1299.58.1 et seq., but which may include surgery, medical expenses, nursing home residency, or medication.

It is my intention that the Power of Attorney herein granted is unlimited.

And I give and grant unto my said Attorneys-in-Fact full power and authority to sign all papers, deeds and documents; to issue all receipts and to do all acts necessary and proper to accomplish any and all of the duties hereinabove specified, with the same validity as I might myself do, were I personally present and acting for myself, and I hereby ratify and confirm whatever my said Attorneys may do by virtue of this power.

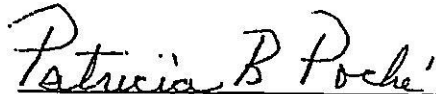
I authorize my Agents to enter into contracts with themselves.

This Power of Attorney is a Durable Power of Attorney and shall not be affected by my disability or incapacity and shall continue in effect if I become disabled or incapacitated, and shall continue in effect until my death or until revoked by me.


THUS DONE AND PASSED, on this 20th day of November, 2017, in the presence of the two undersigned competent witnesses who have hereunto signed their names with appearer and me, Notary, after due reading of the whole.

WITNESSES:


DONNA F. LAMBERT


PATRICIA BOURGEOIS POCHE
PRINCIPAL


GRETA C. NASSAR


GREGORY A. MILLER - 19063
NOTARY PUBLIC
NOTARY ID#15328
MY COMMISSION IS FOR LIFE


CERTIFIED TO BE A
TRUE COPY OF THE ORIGINAL

Gregory A. Miller
LSBA #19063
Notary Public
My Commission Expires At My Death

The sellers herein further declare that they have 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.

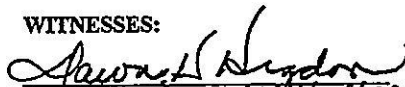
All agreements and stipulations herein contained, and all of the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto.

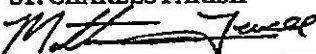
As the context herein may require, the singular shall be deemed to include the plural and the masculine form shall be deemed to include the feminine and neuter.

Purchaser declared that pursuant to La. Rev. Stat Ann § 9:2721, the address where property tax and assessment notices are to be mailed is: P.O. Box 302, Hahnville, LA 70057.

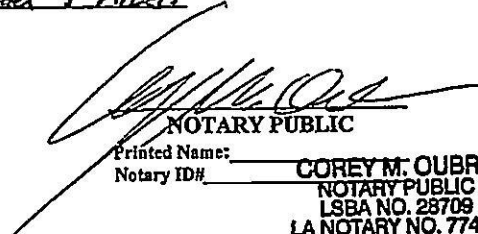
THUS, DONE AND PASSED at Luling, Louisiana, on this 18th day of January, 2024, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers, and me, Notary, after reading of the whole.

WITNESSES:


Printed Name: DAWN HIGDON

ST. CHARLES PARISH

BY: MATTHEW JEWELL,
its PARISH PRESIDENT



Printed Name: Michael T. Albert



NOTARY PUBLIC
Printed Name: COREY M. OUBRE
Notary ID# _____
NOTARY PUBLIC
LSBA NO. 28709
LA NOTARY NO. 77473
St. Charles Parish, Louisiana
My Commission is Issued for Life

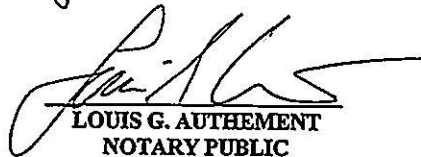
THUS, DONE AND PASSED at Luling, Louisiana, on this 31st day of January, 2024 in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers, and me, Notary, after reading of the whole.

WITNESSES:


Patricia Comardelle


Melanie V. Schexnayder


RENEE P. AGURCIA, as agent and attorney in fact for James J. Poche and Patricia Bourgeois Poche


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