

2021-0017 *Ord.*

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

ORDINANCE NO. 21-1-7

An ordinance to approve and authorize the purchase of the property at 110 Ducayet Drive, Destrehan, Louisiana, for drainage improvements.

- WHEREAS, St. Charles Parish desires to enhance drainage in the Destrehan area; and,
- WHEREAS, the acquisition of the property at 110 Ducayet Drive will provide needed access from Ducayet Drive to the CN Railroad Tracks for improving drainage conveyance; and,
- WHEREAS, a drainage culvert already exists at this location that runs from Ducayet Drive across the railroad tracks to the north side of the CN Railroad and into the West Hill Heights Ditch; and,
- WHEREAS, the proposed drainage improvements for this area calls for additional culverts to be installed under the CN Railroad at this location; and,
- WHEREAS, the property at 110 Ducayet Drive will provide the space necessary for additional culverts to be installed from the existing inlet on Ducayet Drive to the improved CN Railroad crossing; and,
- WHEREAS, these improvements combined with others being proposed to the drainage system in the Ormond area will improve drainage in the area south of the CN Railroad by increasing the capacity of drainage conveyance crossing the CN Railroad to the West Hill Heights Ditch; and,
- WHEREAS, an appraisal was completed on 110 Ducayet Drive, dated November 19, 2020, resulting in an appraised value of \$170,000.00. See attached appraisal; and,
- WHEREAS, the owners of 110 Ducayet Drive expressed a desire to sell their property to the Parish in the amount of \$137,000.00; and,
- WHEREAS, the Parish President has executed a Purchase Agreement regarding the sale and purchase of 110 Ducayet Drive 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 110 Ducayet Drive, Destrehan, Louisiana in the amount of \$137,000.00.

SECTION II. That the Parish President is further hereby authorized to execute any and all documents deemed necessary to purchase 110 Ducayet Drive, Destrehan, Louisiana.

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

YEAS: DONALDSON, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS,
DUFRENE, BELLOCK, FISHER

NAYS: NONE

ABSENT: FISHER-PERRIER

And the ordinance was declared adopted this 25th day of January, 2021, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Marilyn Bellock*

SECRETARY: *Michelle Dupontah*

DLVD/PARISH PRESIDENT: January 26, 2021

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: *Matthew Jewell*

RETD/SECRETARY: January 29, 2021

AT: 9:20 am RECD BY: *[Signature]*

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON February 24, 2021
AS ENTRY NO. 456563
IN MORTGAGE/CONVEYANCE BOOK
NO. 902 FOLIO 632

*Not recorded by Council Office.
Recorded by Riverview Title, Louis Authement
(Ord. No. 21-1-7, Agreement
to Purchase and Sell Property, Appraisal
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:

KRISTIE DAVIS SMITH, a person of the full age of majority, and whose present mailing address is 154 Oakmont Drive, Laplace, Louisiana 70068, whose social security number is xxx-xx-1759;

KAREN DAVIS MUNCH, a person of the full age of majority, and whose present mailing address is 202 Magnolia Avenue, Laplace, Louisiana 70068, whose social security number is xxx-xx-1763; and

BRENT EUGENE DAVIS, a person of the full age of majority, and whose present mailing address is 1406 Johns Avenue, Lancaster, Texas 75134, whose social security number is xxx-xx-1533.

hereinafter sometimes referred to as "Vendors" and

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

hereinafter sometimes referred to as "Purchaser,"

who declared that in consideration of the mutual obligations undertaken herein, and the mutual benefits to be received by the parties hereto, Vendors agree to sell and Purchaser agrees to purchase, on the terms and conditions and for the consideration hereinafter set forth, any and all of Vendors' interest (a 100% interest) in the property more commonly known as **110 Ducayet Drive, Destrehan, Louisiana 70047**.


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

1. The purchase price of Vendors' interest in said property shall be the sum of **One Hundred Thirty-Seven Thousand and no/100 (\$137,000.00) Dollars, Cash**.

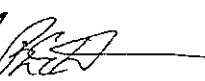
2. Except as hereinafter set forth, the Act of Sale will be executed before Purchaser's Notary Public at Purchaser's expense **on or before March 1, 2021**, provided that in the event bona fide curative work is required to remedy any title defects, the date of passage of the Act of Sale shall be extended 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 Purchaser to Vendors 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 Purchaser.
- 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. Vendors shall deliver occupancy and possession of the subject property to Purchaser at execution of the Act of Sale.


KDS


KDM


BED

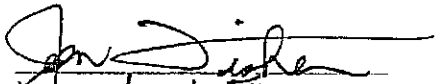

MJ

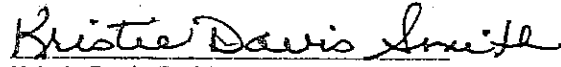
- f. Vendors shall convey the subject property with warranty as to title, and with full substitution to all rights and actions of warranty Vendors have against prior owners and warrantors.
 - g. The property in question will be sold and purchased subject to all title and zoning restrictions of record, 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 Vendors at Vendors' expense.
4. Provided that all of the conditions referred to above have been met, in the event Vendors fail to comply with this Agreement for any reason, within the time specified, Purchaser may demand specific performance at Purchaser's 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 Purchaser fails to comply with this Agreement within the time specified, Vendors may demand specific performance at Vendors' option without any formality beyond tender of title to Purchaser 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.

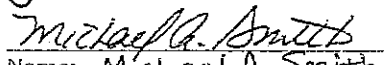
THUS DONE AND SIGNED by Vendors on the 28th day of December 2020, in the presence of the undersigned competent witnesses and the undersigned Notary Public.

WITNESSES:

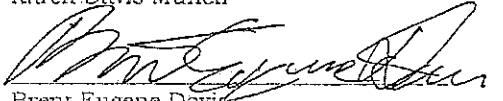
VENDORS:

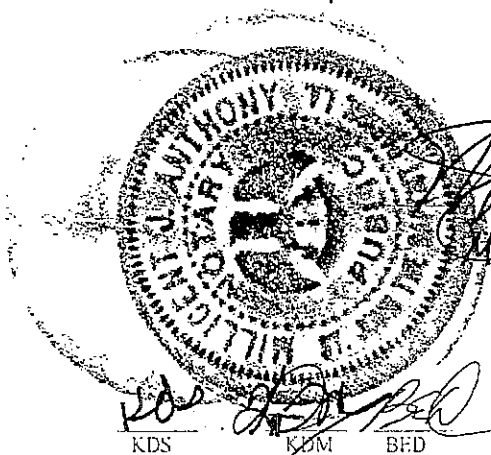

Name: Jon Fisher


Kristie Davis Smith


Name: Michael A. Smith


Karen Davis Munch


Brent Eugene Davis




Notary Public:
MILICENT J. ANTHONY
#014985
COMMISSION EXPIRES AT DEATH


MJ

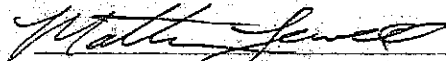
THUS DONE AND SIGNED by Purchaser on the 30 day of December 2020, in the presence of the undersigned competent witnesses and the undersigned Notary Public.

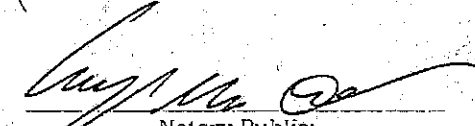
WITNESSES:


Name: M. J. Palamonte
Billy Raymond
Name: Billy Raymond

PURCHASER:

PARISH OF ST. CHARLES


By: Matthew Jewell, Parish President


Notary Public:
Corey M. Oubre
#28759 St. Charles, LA
Commission is for Life

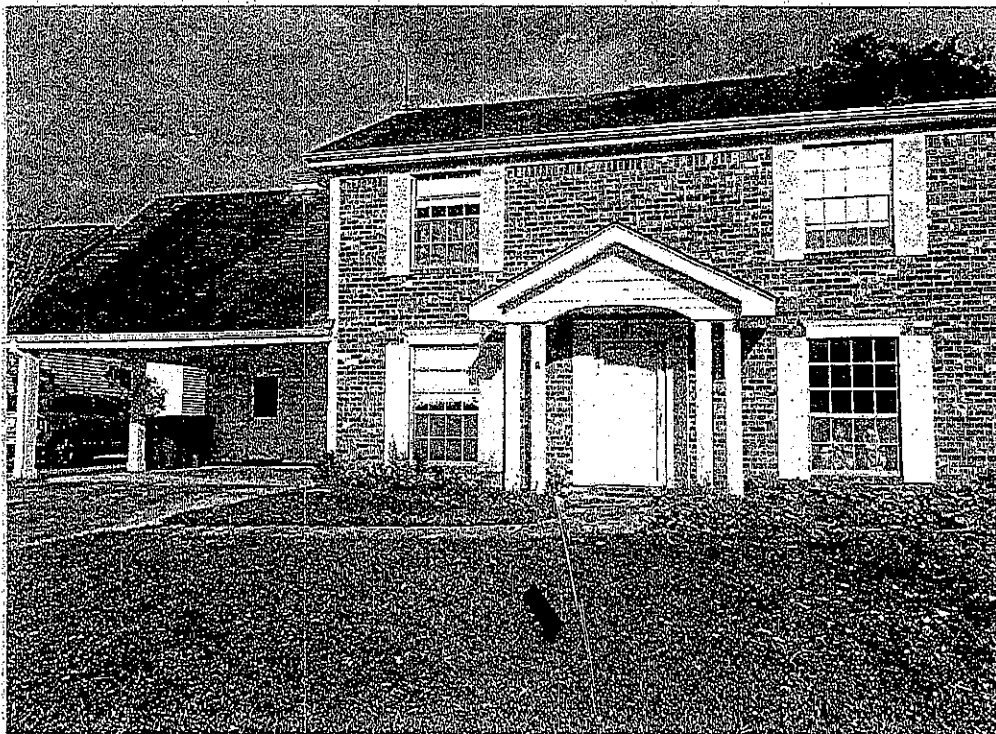

KDS


KDM

BED


KJ

RESIDENTIAL APPRAISAL REPORT



Front

Property Location:	110 Ducayet Dr Lot 26, Sq. 6, Ormond Pltn. Estates Destrehan, LA 70047
Borrower:	N/A
Client:	St. Charles Parish Dept. of Legal Services P.O. Box 302 Hahnville, LA 70057
Effective Date:	11/19/2020
Prepared By:	Karla J. Scott, SRA, AI-RRS

USPAP ADDENDUM

File No. 200849

Borrower	N/A		
Property Address	110 Ducayet Dr		
City	Destrehan	County	St. Charles
		State	LA
		Zip Code	70047
Lender	St. Charles Parish Dept. of Legal Services		

This report was prepared under the following USPAP reporting option:

- Appraisal Report This report was prepared in accordance with USPAP Standards Rule 2-2(a).
- Restricted Appraisal Report This report was prepared in accordance with USPAP Standards Rule 2-2(b).

Reasonable Exposure Time

My opinion of a reasonable exposure time for the subject property at the market value stated in this report is: 0-180 days

Additional Certifications

I certify that, to the best of my knowledge and belief:

- I have NOT performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I HAVE performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.
- The statements of fact contained in this report are true and correct.
 - The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
 - Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
 - I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
 - My engagement in this assignment was not contingent upon developing or reporting predetermined results.
 - My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
 - My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
 - Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
 - Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Additional Comments

In accordance with LA Revised Statute 37:3410(B) regarding disclosure of fees, the fee for the valuation services provided with this report is \$700.00

The reported analysis, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

As of the date of this report, I Karla J. Scott, have completed the continuing education program of the Appraisal Institute.

Special Condition:

As of the date of this report, economic conditions are highly of volatile and there is atypical uncertainty regarding short and long-term effects on future economic conditions, as a result of Covid-19 virus pandemic event. The appraisal report is developed recognizing these conditions however while our analyses are developed conscientiously, we make no warranty that the conclusions presented will, in fact, be achieved.

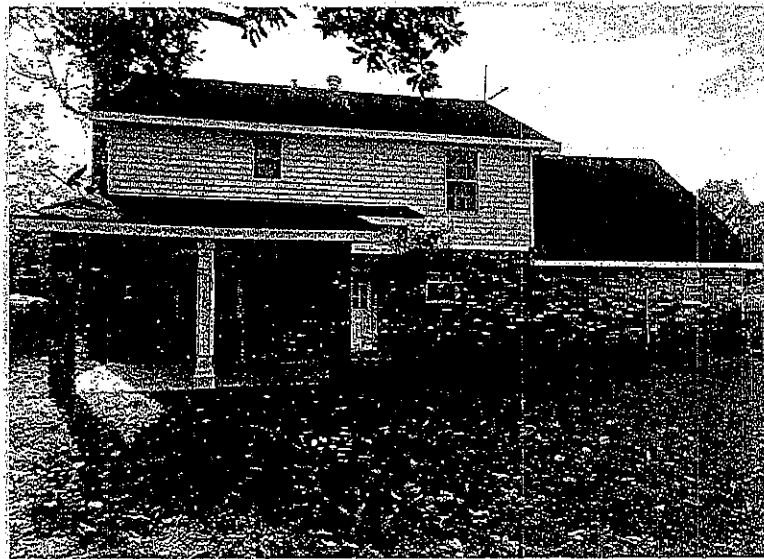
Subject Photo Page

Borrower	N/A				
Property Address	110 Ducayet Dr				
City	Destrehan	County	St. Charles	State	LA Zip Code 70047
Lender/Client	St. Charles Parish Dept. of Legal Services				



Subject Front

110 Ducayet Dr
 Sales Price 0
 Gross Living Area 2,030
 Total Rooms 8
 Total Bedrooms 3
 Total Bathrooms 2.1
 Location Rural
 View Residential
 Site 13,125 sf
 Quality Average
 Age 42



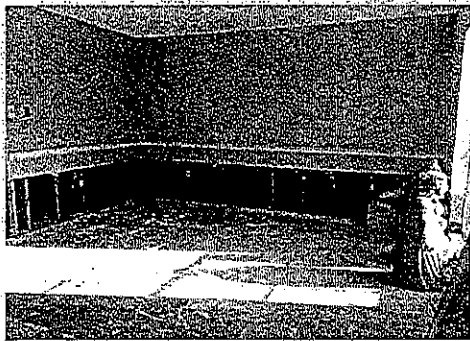
Subject Rear



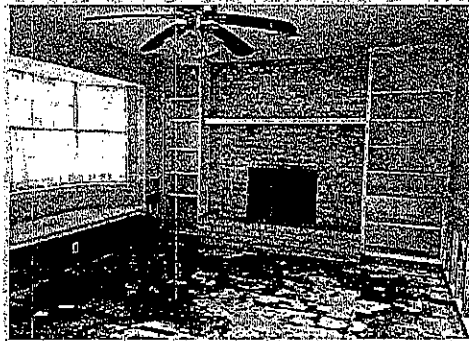
Subject Street View

Photograph Addendum

Borrower	N/A				
Property Address	110 Ducayet Dr				
City	Destrehan	County	St. Charles	State	LA Zip Code 70047
Lender/Client	St. Charles Parish Dept. of Legal Services				



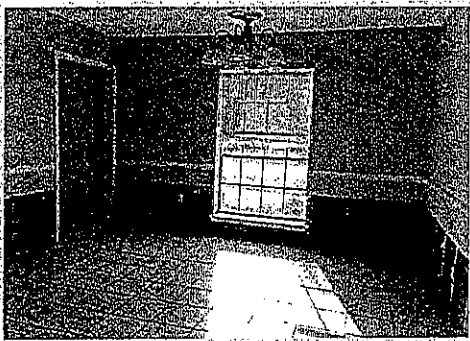
Living Room



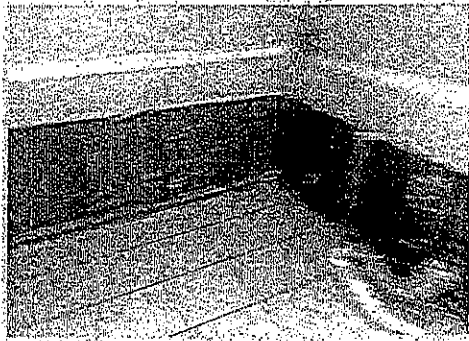
Family Room



Kitchen



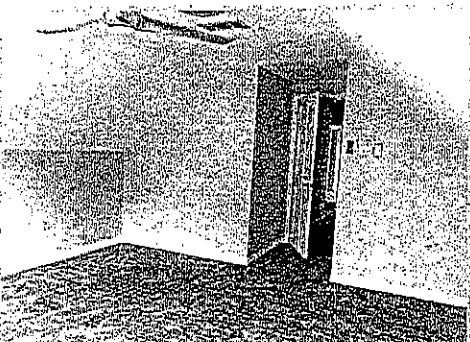
Dining Room



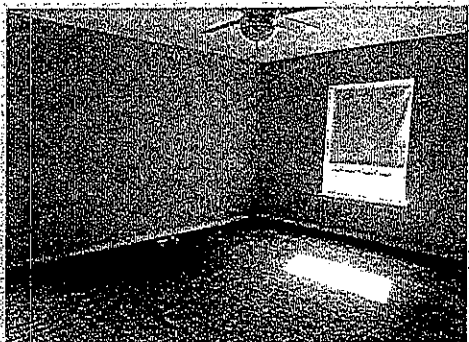
Laundry



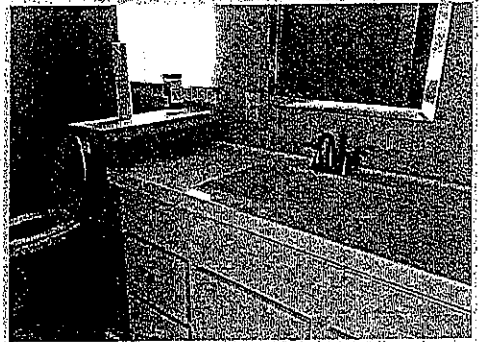
.5 Bath



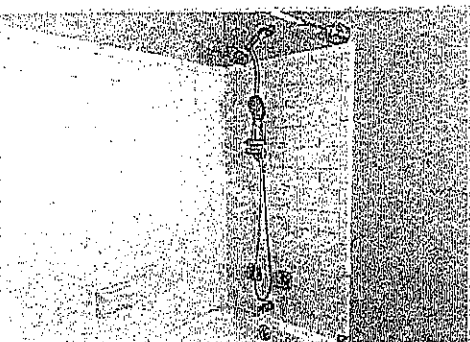
Recreation Room



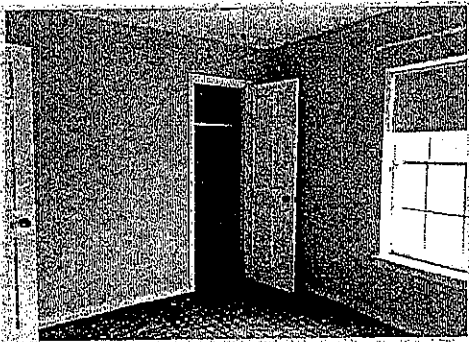
Master Bedroom



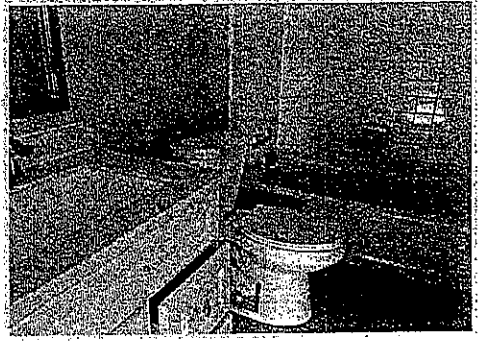
Master Bath



Master Bath - 2nd view



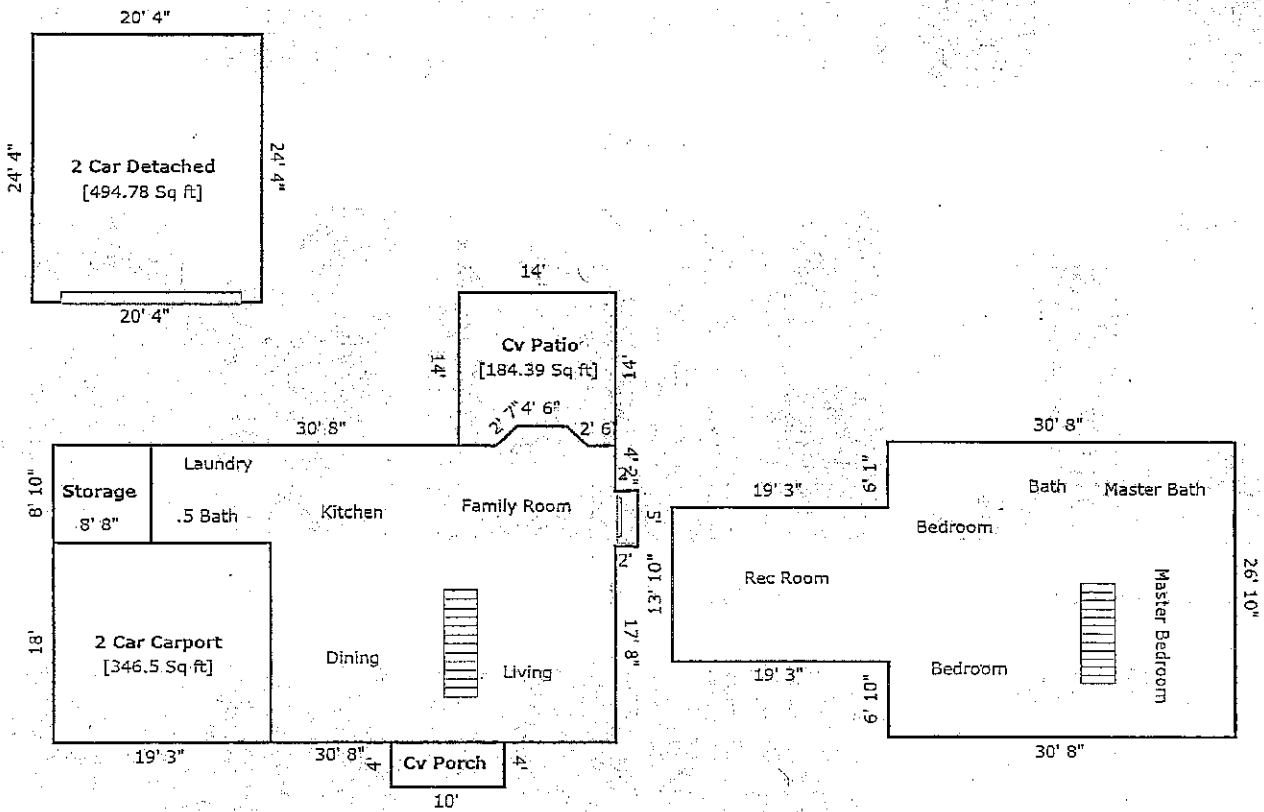
Bedroom



Bath

Building Sketch

Borrower	N/A		
Property Address	110 Ducayet Dr		
City	Destrehan	County	St. Charles
		State	LA
		Zip Code	70047
Lender/Client	St. Charles Parish Dept. of Legal Services		



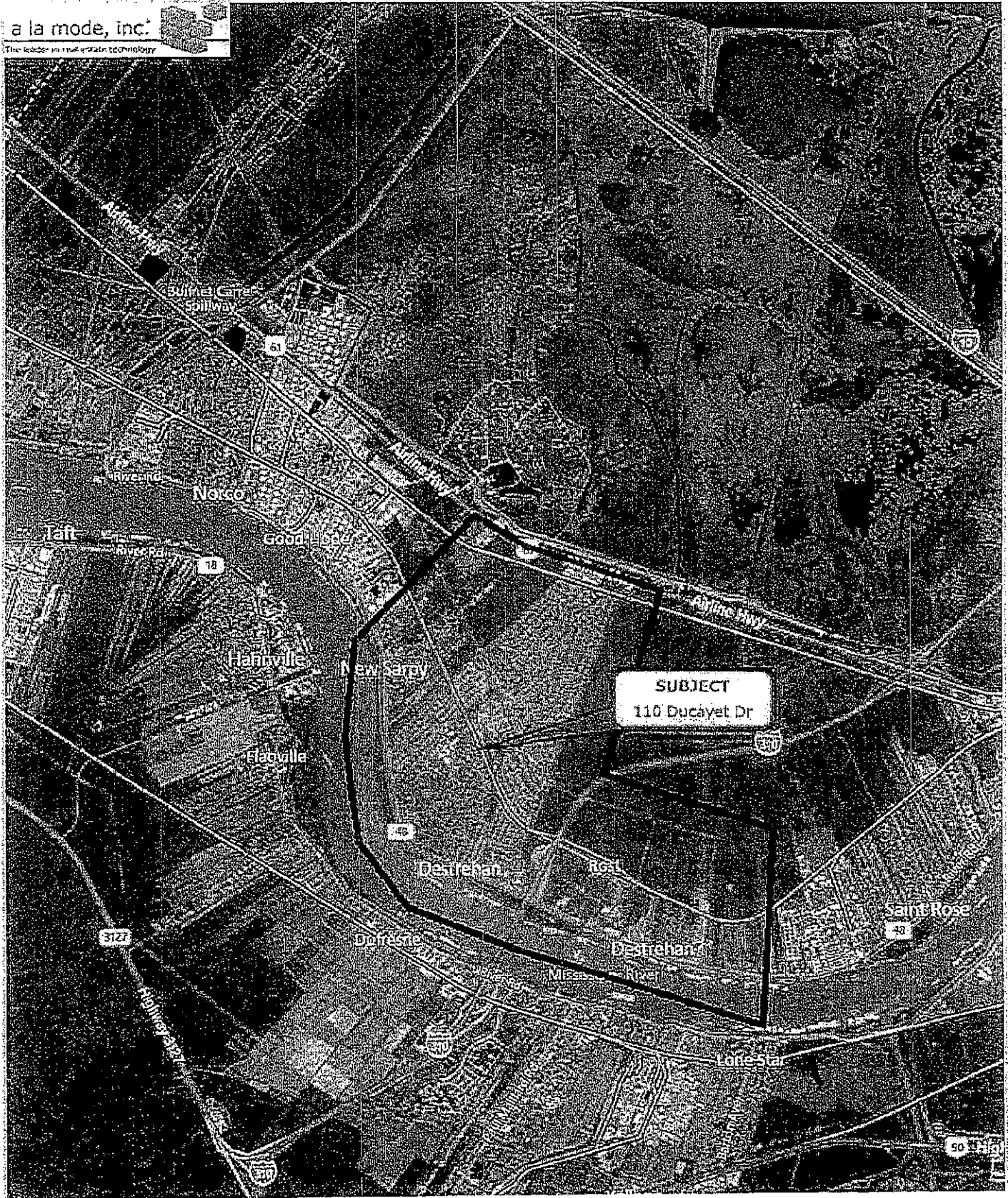
Building Sketch

Borrower	N/A		
Property Address	110 Ducayet Dr		
City	Destrehan	County St. Charles	State LA Zip Code 70047
Lender/Client	St. Charles Parish Dept. of Legal Services		

		Calculation Details
Living Area		
First Floor	940.82 Sq ft	$0.5 \times 1.83 \times 1.83 = 1.68$ $0.5 \times 1.83 \times 1.83 = 1.68$ $4.5 \times 1.83 = 8.25$ $5 \times 2 = 10$ $26.88 \times 30.71 = 825.29$ $8.88 \times 10.58 = 93.93$
Second Floor	1089.44 Sq ft	$26.83 \times 30.67 = 822.89$ $13.83 \times 19.21 = 265.71$ $0.04 \times 19.96 = 0.83$
Total Living Area (Rounded):	2030 Sq ft	
Non-living Area		
2 Car Detached	494.78 Sq ft	$24.33 \times 20.33 = 494.78$
Cv Patio	184.39 Sq ft	$14 \times 12.17 = 170.38$ $1.83 \times 3.38 = 6.19$ $0.5 \times 1.83 \times 1.83 = 1.68$ $1.83 \times 2.46 = 4.51$ $0.5 \times 1.83 \times 1.83 = 1.68$
2 Car Carport	346.5 Sq ft	$18 \times 19.25 = 346.5$
Storage	76.92 Sq ft	$8.88 \times 8.67 = 76.92$
Cv Porch	40 Sq ft	$10 \times 4 = 40$

Neighborhood Map

Borrower	N/A						
Property Address	110 Ducayet Dr						
City	Destrehan	County	St. Charles	State	LA	Zip Code	70047
Lender/Client	St. Charles Parish Dept. of Legal Services						



Aerial View



RESIDENTIAL APPRAISAL REPORT

File No.: 200849

SUBJECT	Property Address: 110 Ducayet Dr	City: Destrehan	State: LA	Zip Code: 70047	
	County: St. Charles	Legal Description: Lot 26, Sq. 6, Ormond Pltn. Estates			
	Assessor's Parcel #: 302500600026				
	Tax Year: 2019	R.E. Taxes: \$ 2,049.49	Special Assessments: \$ 0	Borrower (if applicable): N/A	
	Current Owner of Record: N/A	Occupant: <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant		<input type="checkbox"/> Manufactured Housing	

ASSIGNMENT	Project Type: <input type="checkbox"/> PUD <input type="checkbox"/> Condominium <input type="checkbox"/> Cooperative <input type="checkbox"/> Other (describe)	HOA: \$	<input type="checkbox"/> per year <input type="checkbox"/> per month
	Market Area Name: Destrehan		Map Reference: 35380
	The purpose of this appraisal is to develop an opinion of: <input checked="" type="checkbox"/> Market Value (as defined), or <input type="checkbox"/> other type of value (describe)		Census Tract: 0623.02
	This report reflects the following value (if not Current, see comments): <input checked="" type="checkbox"/> Current (the Inspection Date is the Effective Date) <input type="checkbox"/> Retrospective <input type="checkbox"/> Prospective		
	Approaches developed for this appraisal: <input checked="" type="checkbox"/> Sales Comparison Approach <input type="checkbox"/> Cost Approach <input type="checkbox"/> Income Approach (See Reconciliation Comments and Scope of Work)		

MARKET AREA DESCRIPTION	Intended Use: Establish market value of lot for possible acquisition
	Intended User(s) (by name or type): St. Charles Parish Dept. of Legal Services
	Client: St. Charles Parish Dept. of Legal Services
	Address: P.O. Box 302, Hahnville, LA 70057
	Appraiser: Karla J. Scott, SRA, AI-RRS
	Address: 7 Storehouse Lane, Suite A, Destrehan, LA 70047-3823
	Location: <input type="checkbox"/> Urban <input type="checkbox"/> Suburban <input checked="" type="checkbox"/> Rural
	Built up: <input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%
	Growth rate: <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow
	Property values: <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining

SITE DESCRIPTION	Market Area Boundaries, Description, and Market Conditions (including support for the above characteristics and trends):	The subject is located within the community of Destrehan bounded by U.S. Highway 61 north, the Mississippi River south, Terrace Street west and James Drive east. The subject area is comprised of a diversity of residential properties ranging from small cottage to large estate size dwellings on large sites, two-four family and multi-family and attached single family dwellings. Commercial uses are located primarily along the River Road, Ormond Boulevard and Highway 61. Basic consumer services are either close by or within a reasonable commute. The state and local economies are in a period of stability with net population stable. Current interest rates are stable. Trends for the metro area indicate sales activity is increasing as well as pricing. Other land is primarily agricultural and public use such as schools, places of worship and recreational areas.
	Dimensions: 75' x 175'	Site Area: 13,125 sf
	Zoning Classification: R-1A	Description: Single Family Residential
	Zoning Compliance: <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal nonconforming (grandfathered) <input type="checkbox"/> Illegal <input type="checkbox"/> No zoning	
	Are CC&Rs applicable? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	Have the documents been reviewed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	Ground Rent (if applicable) \$ /	
	Highest & Best Use as improved: <input checked="" type="checkbox"/> Present use, or <input type="checkbox"/> Other use (explain)	
	Actual Use as of Effective Date: Single Family Residential	Use as appraised in this report: Single Family Residential
	Summary of Highest & Best Use: The site's physical constraints, size, shape, width to depth ratio and topography are all well suited for Single Family Residential.	

MOVEMENTS	Utilities	Public	Other	Provider/Description	Off-site Improvements	Type	Public	Private	Topography	Mostly Level/Sloping to Front	
	Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Entergy	Street	Concrete	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Size	Typical for the area	
	Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ATMOS	Curb/Gutter	Concrete	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Shape	Rectangular	
	Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	St. Charles Parish	Sidewalk	None	<input type="checkbox"/>	<input type="checkbox"/>	Drainage	Appears Adequate	
	Sanitary Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	St. Charles Parish	Street Lights	Yes	<input checked="" type="checkbox"/>	<input type="checkbox"/>	View	Residential	
	Storm Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	St. Charles Parish	Alley	None	<input type="checkbox"/>	<input type="checkbox"/>			
	Other site elements: <input checked="" type="checkbox"/> Inside Lot <input type="checkbox"/> Corner Lot <input type="checkbox"/> Cul de Sac <input type="checkbox"/> Underground Utilities <input type="checkbox"/> Other (describe)										
	FEMA Spec'l Flood Hazard Area <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No FEMA Flood Zone A99 FEMA Map # 2201600125C FEMA Map Date 06/16/1992										
	Site Comments: A more precise determination of a flood hazard should be made by a licensed surveyor. There were no apparent adverse easements.										

MOVEMENTS	General Description	Exterior Description	Foundation	Basement	<input checked="" type="checkbox"/> None	Heating
	# of Units: 1 <input type="checkbox"/> Acc. Unit	Foundation: Conc Slab	Slab: Poured Conc	Area Sq. Ft.		Type: F.W.A.
	# of Stories: 2	Exterior Walls: Brick - Ave	Crawl Space: None	% Finished		Fuel: Gas
	Type: <input checked="" type="checkbox"/> Det. <input type="checkbox"/> Att. <input type="checkbox"/>	Roof Surface: Seal Tab - Ave	Basement: None	Ceiling		
	Design (Style): Georgian	Gutters & Dwnspts: Aluminum - Ave	Sump Pump: <input type="checkbox"/> None	Walls		Cooling
	<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Proposed <input type="checkbox"/> Und.Cons.	Window Type: S H Aluminum	Dampness: <input type="checkbox"/> None noted	Floor		Central: 2 Units
	Actual Age (Yrs.): 42	Storm/Screens: Alum Screens	Settlement: None noted	Outside Entry		Other
	Effective Age (Yrs.): 35		Infestation: None noted			
	Interior Description	Appliances	Attic: <input type="checkbox"/> None	Amenities	Car Storage	<input type="checkbox"/> None
	Floors: None/Cpt/Crt	Refrigerator: <input type="checkbox"/>	Stairs: <input type="checkbox"/>	Fireplace(s) # 0	Garage # of cars (7 Tot.)	Attach.

RESIDENTIAL APPRAISAL REPORT

File No.: 200849

TRANSFER HISTORY	My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.	
	Data Source(s): GSREIN Multi List Service, appraisers files & Deedfax - a private reporting service of property transfers.	
	1st Prior Subject Sale/Transfer	Analysis of sale/transfer history and/or any current agreement of sale/listing: No prior transfers of the subject site were found for the past 36 months. The subject is not currently for sale through the local MLS services.
	Date: No prior transfers found for	
	Price: past 36 months.	
	Source(s): MLS/Deedfax	
2nd Prior Subject Sale/Transfer		
Date:		
Price:		
Source(s):		

SALES COMPARISON APPROACH TO VALUE (if developed) The Sales Comparison Approach was not developed for this appraisal.

FEATURE	SUBJECT	COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address	110 Ducayet Dr Destrehan, LA 70047	801 Ormond Blvd Destrehan, LA 70047		14 Edgewood Dr Destrehan, LA 70047		3729 Ashton Dr Destrehan, LA 70047	
Proximity to Subject		0.17 miles SW		0.47 miles E		0.78 miles SE	
Sale Price	\$ 0	\$ 274,000		\$ 309,000		\$ 295,000	
Sale Price/GLA	\$ /sq.ft.	\$ 121.62 /sq.ft.		\$ 110.44 /sq.ft.		\$ 129.22 /sq.ft.	
Data Source(s)	Appr Files/Pub Rec	GSREIN #2265271; DOM 7		GSREIN #2231416; DOM 81		GSREIN #2260027; DOM 3	
Verification Source(s)	Inspection	Public Record 896/744		Appr Files/Pub Rec 889/329		Appr Files/Pub Rec 895/471	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.	DESCRIPTION	+(-) \$ Adjust.
Sales or Financing		Cnv		Cnv		Cnv	
Concessions	0	Paid \$14,000	-14,000	Paid \$9,000	-9,000	Paid \$2,500	-2,500
Date of Sale/Time	N/A	09/25/2020		03/06/2020		08/28/2020	
Rights Appraised	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Location	Rural	Rural		Rural		Rural	
Site	13,125 sf	11,928 sf	+6,000	8475 sf	+11,500	6600 sf	+16,000
View	Residential	Residential		Residential		Residential	
Design (Style)	Georgian	Regency		Cape Cod		Georgian	
Quality of Construction	Average	Average		Average		Average	
Age	42	43		40		33	
Condition	Partially Gutted	Renovated	-80,475	Average	-52,937	Renovated	-80,227
Above Grade	Total Bdrms Baths	Total Bdrms Baths		Total Bdrms Baths		Total Bdrms Baths	
Room Count	8 3 2.1	7 4 2.1		9 4 3.0	-2,500	7 4 2.1	
Gross Living Area	2,030 sq.ft.	2,253 sq.ft.	-14,500	2,798 sq.ft.	-49,900	2,283 sq.ft.	-16,400
Basement & Finished Rooms Below Grade	0 0	0 0		0sf		0sf	
Functional Utility	Average	Average		Average		Average	
Heating/Cooling	F.W.A./Central	F.W.A./Central		F.W.A./Central		F.W.A./Central	
Energy Efficient Items	None noted	None noted		Standard		Standard	
Garage/Carport	2 Carport/2 Garage	None/2 Garage	+6,000	None/2 Garage	+6,000	None/2 Garage	+6,000
Porch/Patio/Deck	Cv Ent/Cv Patio	Cv Por/Cv Patio		Cv Por/Cv Patio		Cv Por/Cv Patio	
Amenities	Fireplace	Fireplace		Fireplace		None	+1,000
Amenities	Storage Room	Storage Shed	0	None	+1,000	None	+1,000
Locational Factors	Flooded 2020	Flooded 2020		Did not flood	-46,350	Did not flood	-44,250
Net Adjustment (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ -96,975	<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ -142,187	<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ -119,377
Adjusted Sale Price of Comparables		Net 35.4 %		Net 46.0 %		Net 40.5 %	
		Gross 44.2 %	\$ 177,025	Gross 58.0 %	\$ 166,813	Gross 56.7 %	\$ 175,623

Summary of Sales Comparison Approach The properties presented are part of a larger data set studied. Site adjustments reflect market reaction to size and utility factors and are calculated on a per square foot basis. The larger lots have a diminished return when compared to the larger lots. All of the comparable properties required downward adjustments for the subject current condition. All of the comparable properties are multi-story like the subject. Adjustments reflect actual anticipated cost to repair/renovate the 1st level and update the second level of the subject. Sales 1 & 3 have larger adjustments for their superior 2nd level renovations. Sale 2 was adjusted only for the 1st level of the subject as the 2nd level of the comparable was similar to the subject and did not require an adjustment. The most likely purchaser of the subject is an investor who would buy the property to renovate and re-sell for profit. Therefore an additional 15% was added to the condition adjustment for risk and entrepreneurial profit. Sales 2 & 3 are located in areas of Destrehan that did not flood like the subject and sale 1. Research indicates sale 1 was discounted approximately 15% likely due to the stigma associated with the properties damaged in the recent floods in the Destrehan market.

RECONCILIATION:
After adjustments a narrow range of value was established. It is reasonable the subject value would fall within this range.

SALES COMPARISON APPROACH

RESIDENTIAL APPRAISAL REPORT

File No.: 200849

COST APPROACH	COST APPROACH TO VALUE (if developed) <input checked="" type="checkbox"/> The Cost Approach was not developed for this appraisal.	
	Provide adequate information for replication of the following cost figures and calculations.	
	Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value): The most recent sale of the same size lot on Thomas Colby Drive sold 05/15/2020 for \$125,000. It is reasonable the subject lot value would be the same.	
	<hr/>	
	<hr/>	
	<hr/>	
	<hr/>	
	<hr/>	
	<hr/>	
	<hr/>	
ESTIMATED: <input type="checkbox"/> REPRODUCTION OR <input type="checkbox"/> REPLACEMENT COST NEW		
OPINION OF SITE VALUE ----- = \$ 125,000		
Source of cost data:	DWELLING Sq.Ft. @ \$ ----- = \$	
Quality rating from cost service: Effective date of cost data:	Sq.Ft. @ \$ ----- = \$	
Comments on Cost Approach (gross living area calculations, depreciation, etc.):	Sq.Ft. @ \$ ----- = \$	
	Sq.Ft. @ \$ ----- = \$	
	Sq.Ft. @ \$ ----- = \$	
	Sq.Ft. @ \$ ----- = \$	
	Sq.Ft. @ \$ ----- = \$	
	Sq.Ft. @ \$ ----- = \$	
	Garage/Carport Sq.Ft. @ \$ ----- = \$	
	Total Estimate of Cost-New ----- = \$	
	Less Physical Functional External ----- = \$	
	Depreciation ----- = \$()	
	Depreciated Cost of Improvements ----- = \$	
	"As-is" Value of Site Improvements ----- = \$	
	----- = \$	
	----- = \$	
Estimated Remaining Economic Life (if required): Years	INDICATED VALUE BY COST APPROACH ----- = \$	
INCOME APPROACH	INCOME APPROACH TO VALUE (if developed) <input checked="" type="checkbox"/> The Income Approach was not developed for this appraisal.	
	Estimated Monthly Market Rent \$ X Gross Rent Multiplier = \$	Indicated Value by Income Approach
	Summary of Income Approach (including support for market rent and GRM):	
<hr/>		
<hr/>		
<hr/>		
PUD	PROJECT INFORMATION FOR PUDs (if applicable) <input type="checkbox"/> The Subject is part of a Planned Unit Development.	
	Legal Name of Project:	
	Describe common elements and recreational facilities:	
<hr/>		
<hr/>		
RECONCILIATION	Indicated Value by: Sales Comparison Approach \$ 170,000 Cost Approach (if developed) \$ Income Approach (if developed) \$	
	Final Reconciliation The sale comparison approach has been given the greatest weight because it reflects the thinking and motivation of the buyers and sellers participating in the market. The subject is located in an area of predominantly owner occupied properties that are not traded on their ability to produce income. The income approach therefore has not been developed. Due to the condition of the subject, the cost approach has not been developed.	
	This appraisal is made <input checked="" type="checkbox"/> "as is", <input type="checkbox"/> subject to completion per plans and specifications on the basis of a Hypothetical Condition that the improvements have been completed, <input type="checkbox"/> subject to the following repairs or alterations on the basis of a Hypothetical Condition that the repairs or alterations have been completed, <input type="checkbox"/> subject to the following required inspection based on the Extraordinary Assumption that the condition or deficiency does not require alteration or repair:	
	This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.	
	Based on the degree of inspection of the subject property, as indicated below, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: \$ 170,000 , as of: 11/19/2020 , which is the effective date of this appraisal. If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.	
ATTACHMENTS	A true and complete copy of this report contains 19 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report.	
	Attached Exhibits:	
	<input checked="" type="checkbox"/> Scope of Work <input checked="" type="checkbox"/> Map Addenda <input type="checkbox"/> Hypothetical Conditions	<input checked="" type="checkbox"/> Limiting Cond./Certifications <input type="checkbox"/> Additional Sales <input type="checkbox"/> Extraordinary Assumptions
	<input checked="" type="checkbox"/> Photograph Addenda <input type="checkbox"/> Flood Addendum	<input checked="" type="checkbox"/> Sketch Addendum <input type="checkbox"/> Manuf. House Addendum
Client Contact: Dawn Higdon Client Name: St. Charles Parish Dept. of Legal Services		
E-Mail: dhigdon@stcharlesgov.net Address: P.O. Box 302, Hahnville, LA 70057		
APPRAISER SUPERVISORY APPRAISER (if required)		

Supplemental Addendum

File No. 200849

Borrower	N/A		
Property Address	110 Ducayet Dr		
City	Destrehan	County	St. Charles
		State	LA
		Zip Code	70047
Lender/Client	St. Charles Parish Dept. of Legal Services		

FOREWORD:

This appraisal report has been completed in accordance with our interpretation of the appraisal and reporting standards as set forth in the Uniform Standards of Professional Appraisal Practice (USPAP), as promulgated by the Appraisal Foundation.

THE INTENDED USE AND USER:

The intended use and user define the value opinion to be provided, the scope of work necessary to produce an opinion that would be credible for that intended use and the level of reporting necessary for the user to properly understand and employ the opinions within the appraisal report.

The intended user of the report is St. Charles Parish Dept. of Legal Services who is also the client. Based on conversations and/or correspondence it is my understanding that the intended use of the appraisal is to aid the client in analyzing the subject property in relation to possible acquisition.

THE PURPOSE OF THE APPRAISAL:

The purpose of the appraisal was to provide an opinion of the "Market Value", as defined herein, of the fee simple rights of the subject property. Except as specifically noted within the body of this report, "Fee Simple" is assumed to be an absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. The purpose of the appraisal was believed to be consistent with the intended use as defined by the client.

REPORT FORMAT:

The appraisal is presented in the "Appraisal Report Format" and is intended to comply with USPAP Standard 2-2 A. The level of reporting is intended to provide the client with information adequate to understand the analysis and conclusions presented herein, as they relate to the stated intended use of the appraisal. It is critical that the user properly understand the context in which the appraisal was developed to properly employ the opinions provided. If the user does not believe the report in its current form provides an adequate description of the appraisal process, supporting data and analysis and reasoning supporting the opinions provided herein, they should request additional information.

THE EFFECTIVE DATE OF THE APPRAISAL:

The effective date of the appraisal is 11/19/2020. It is imperative the reader understand the real estate market is not static. Any changes in the market, either actual or perceived, may affect the value opinions as they would relate to any other prior to or after the effective date established for this appraisal. Examples of market changes which could affect the value include but are not limited to changes in interest rates, supply and demand, and/or announcements of public or private projects that were not known or considered in this appraisal.

SCOPE OF WORK:

The scope of work reflects the amount and type of information to be researched and the analysis necessary to produce a credible opinion of value suitable for the intended use of the appraisal. It is the appraiser's responsibility to establish the appropriate scope of work and to disclose to the intended user the following;

- the degree to which the property is inspected or identified;
- the extent of research into physical or economic factors that could affect the property;
- the extent of data research; and
- the type and extent of analysis applied to arrive at opinions or conclusions.

The scope of work for this assignment included but was not limited to the following;

- A review of the property's legal description and readily available maps to properly identify the subject property. At least one visit to the subject was made to collect physical data about the site and improvements. During the site visit, the interior and exterior of the site improvements were visually inspected. The inspection was limited to those readily observable features and did not include any testing or use of special equipment. The inspection was made to determine the overall physical condition, the quality of construction and the subject's ability to function at its highest and best use.
- Collection of demographic and economic information regarding the regional economy, municipality and immediate neighborhood. Analysis of local real estate market trends and development trends.
- Research of the local realtor multi-list service and deed fax and a survey of realtors, market participants and other

Supplemental Addendum

File No. 200849

Borrower	N/A				
Property Address	110 Ducayet Dr				
City	Destrehan	County	St. Charles	State	LA Zip Code 70047
Lender/Client	St. Charles Parish Dept. of Legal Services				

to the final value opinions.

The scope of work is specific to the intended use and user. The opinions provided herein should not be employed for any use other than the intended use. Though a user may believe the level of data collection and analyses are appropriate for other uses, the context in which they were developed may not be appropriate for any other application. Furthermore, no user other than the intended user should rely upon or employ the opinions provided herein. The data collection, analysis and reporting are based upon the appraiser's understanding of the intended use and user and may not be appropriate for another user.

The physical inspection and reported property conditions are unique to the appraisal application. Terminology reporting a properties condition is relative to competing properties and may not be inclusive of similar property types. The visual inspection completed for the appraisal does not rise to the level of a property inspection completed by a licensed property inspector, contractor or engineer and should not be relied upon as such. The user should carefully review and understand the limiting conditions, assumptions and certifications included herein that further define the context of the appraisal and the reporting.

HIGHEST AND BEST USE:

The "Highest and Best Use" of the subject property is considered to be that use that is physically possible, reasonably probable, legally permissible, financially feasible and results in the highest value. The "Highest and Best Use" is determined for the property both as vacant and as improved.

In the case of the subject, locational factors such as, accessibility, surrounding uses and market demand suggest a residential use. The site's physical constraints, size, shape, width to depth ratio and topography are all well suited to use as a residential site. Furthermore, the existing zoning limits the legal use of the subject site to single-family residential use or a less intensive use, with little likelihood of change. Current demand, price levels and surrounding activities support the development of the site for single-family use. The Highest and Best use for the subject as vacant is considered to be for "immediate development for single-family use".

As described within the body of the report, the subject site is currently improved with a damaged single-family residence. These improvements conform to the opined "Highest and Best Use" of the subject as if vacant. The observed or assumed condition, design and utility of the improvements all support repairing the dwelling for a continuation of their use. The Highest and Best Use of the subject as improved is considered to be for "Single-Family Residential".

COST APPROACH:

The cost approach is most relevant when the improvements are proposed, new, relatively new and when or if the improvements are to be renovated. The cost approach is often the most reliable approach when appraising properties that are designed for a special purpose or are seldom exchanged in the market place.

The cost approach provides an estimate of value by combining the market value of the vacant land, the current cost of constructing a reproduction or replacement for the improvements and then subtracting the amount of accrued depreciation. As the level of depreciation increases the reliability of this approach diminishes. Increased depreciation results in greater subjectivity in assessing its effects, as well as limiting the amount of data from which reliable adjustments can be extracted.

Improvements to the subject property are 42 years old and would likely require significant adjustments for various forms of depreciation. Due to a limited amount of data, reliable adjustments could not be derived. The resulting value estimate was considered to be overly subjective and was not considered a reliable indicator of the market value. Due to the limited reliability the cost approach has been omitted. The omission of this approach does not diminish the credibility of the value opinion, as it relates to the intended use or purpose of the appraisal.

Use of this data, in whole or part, for other purposes is not intended by the appraiser. Nothing set forth in the appraisal should be relied upon for the purpose of determining the amount or type of insurance coverage to be placed on the subject property. The appraiser assumes no liability for and does not guarantee that any insurable value estimate inferred from this report will result in the subject property being fully insured for any loss that may be sustained. Further, the cost approach may not be a reliable indication of replacement or reproduction cost for any date other than the effective date of this appraisal.

SALES COMPARISON APPROACH:

The sales comparison approach is an analysis of recently sold, under contract and currently listed properties determined to be similar or comparable to the subject property. The data considered was believed to be representative of the market. The specific sales presented were chosen because they were considered to be the most comparable and required the fewest adjustments.

The analysis focuses on similarities and differences that affect value, including but not limited to property rights, conditions of the sale, financing terms, size, location, physical features and amenities. When possible and reasonably supported, each comparable is adjusted for its differences from the subject. These adjustments reflect market consideration for the differences. All differences may not be adjusted for because they either do not affect value or because there is inadequate data from which a

Supplemental Addendum

File No. 200849

Borrower	N/A				
Property Address	110 Ducaudet Dr				
City	Destrehan	County	St. Charles	State	LA Zip Code 70047
Lender/Client	St. Charles Parish Dept. of Legal Services				

EXPOSURE TIME:

The value opinion assumes an exposure time of 0-6 months

FINAL RECONCILIATION:

As previously discussed all three of the traditional approaches to value were considered. The cost approach and income approaches were not considered reliable indicators of value and omitted. The sales comparison approach was considered to be the most reliable and given the greatest weight. As a result of my investigation and analysis, it is my opinion that the market value of the fee simple interest in the subject property as of 11/19/2020 was:

\$170,000

SPECIAL LIMITATIONS:

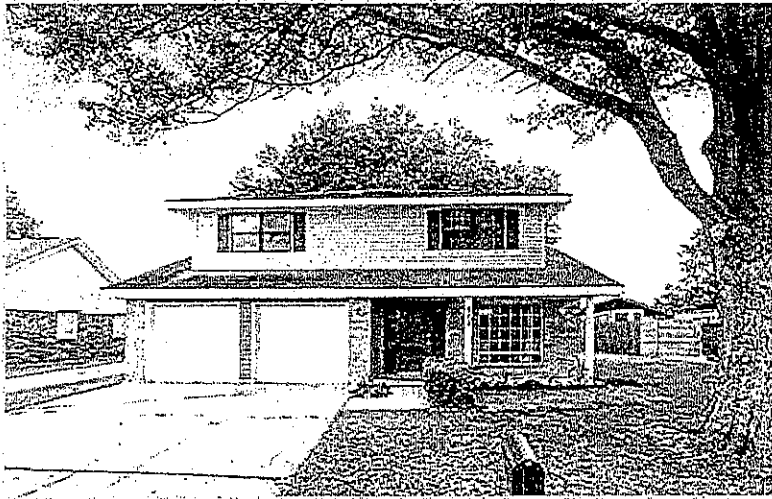
Information regarding flood zone, wood infestation and the overall condition of the improvement's components and systems are not warranted. The appraiser is not properly trained or licensed to determine flood hazard, recognize the existence of wood boring insects or properly determine or report on the condition of the improvements. A licensed land surveyor, pest inspector and home inspector can report on each of the respective issues.

Special Condition:

As of the date of this report, economic conditions are highly of volatile and there is atypical uncertainty regarding short and long-term effects on future economic conditions, as a result of Covid-19 virus pandemic event. The appraisal report is developed recognizing these conditions however while our analyses are developed conscientiously, we make no warranty that the conclusions presented will, in fact, be achieved.

Comparable Photo Page

Borrower	N/A		
Property Address	110 Ducayet Dr		
City	Destrehan	County	St. Charles
		State	LA
		Zip Code	70047
Lender/Client	St. Charles Parish Dept. of Legal Services		



Comparable 1

801 Ormond Blvd
 Prox. to Subject 0.17 miles SW
 Sales Price 274,000
 Gross Living Area 2,253
 Total Rooms 7
 Total Bedrooms 4
 Total Bathrooms 2.1
 Location Rural
 View Residential
 Site 11,928 sf
 Quality Average
 Age 43



Comparable 2

14 Edgewood Dr
 Prox. to Subject 0.47 miles E
 Sales Price 309,000
 Gross Living Area 2,798
 Total Rooms 9
 Total Bedrooms 4
 Total Bathrooms 3.0
 Location Rural
 View Residential
 Site 8475 sf
 Quality Average
 Age 40

File photo

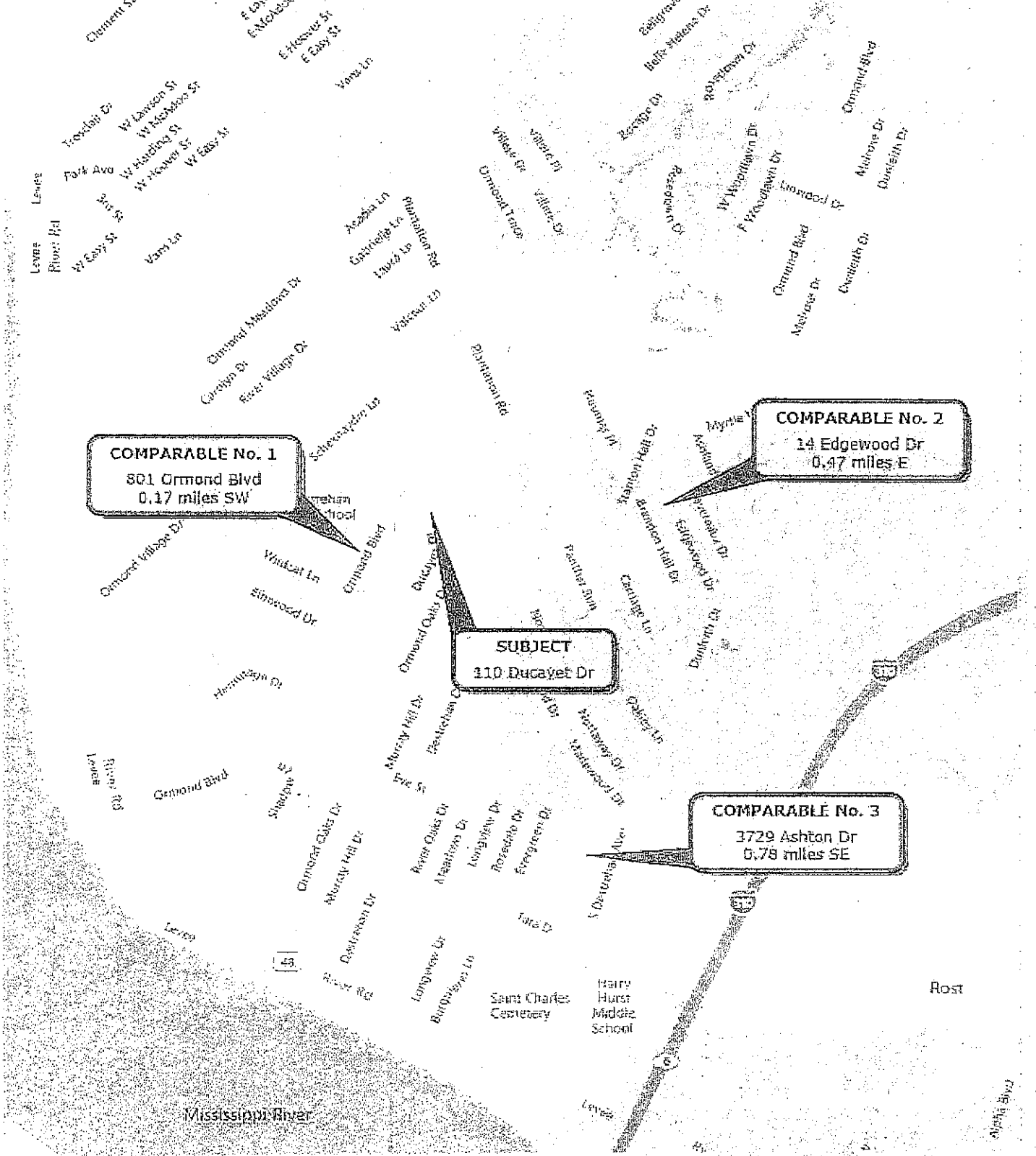
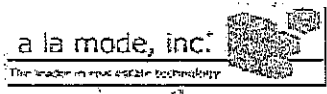


Comparable 3

3729 Ashton Dr
 Prox. to Subject 0.78 miles SE
 Sales Price 295,000
 Gross Living Area 2,283
 Total Rooms 7
 Total Bedrooms 4
 Total Bathrooms 2.1
 Location Rural

Comparable Sales Map

Borrower	N/A		
Property Address	110 Ducayet Dr		
City	Destrehan	County	St. Charles
		State	LA
		Zip Code	70047
Lender/Client	St. Charles Parish Dept. of Legal Services		



COMPARABLE No. 1
801 Ormond Blvd
0.17 miles SW

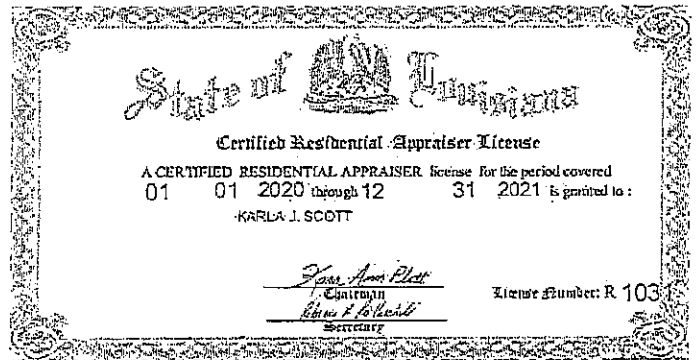
SUBJECT
110 Ducayet Dr

COMPARABLE No. 2
14 Edgewood Dr
0.47 miles E

COMPARABLE No. 3
3729 Ashton Dr
0.78 miles SE

License

1031
CRA



CASH SALE

UNITED STATES OF AMERICA

**BY: KAREN JEANNE DAVIS MUNCH,
KRISTIE ANN DAVIS SMITH,
BRENT EUGENE DAVIS and THE
SEPARATE SHARE TRUST OF
BRENT EUGENE DAVIS**

**STATE OF LOUISIANA

PARISH OF ST. CHARLES**

TO: ST. CHARLES PARISH

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:

KAREN JEANNE DAVIS MUNCH (**-**-1763), a person of the full age of majority and domiciled in the Parish of St. John the Baptist, State of Louisiana, who declared that she has been married but once and then to William Ronald Munch, from whom she was widowed and since then has not remarried; and her current mailing address is 202 Magnolia Avenue, Laplace, LA 70067; and

KRISTIE ANN DAVIS SMITH (**-**-1759), a person of the full age of majority and domiciled in the Parish of St. John the Baptist, State of Louisiana, who declared that she has been married but once and then to Michael Anthony Smith, with whom she is presently living and residing; and her current mailing address is 154 Oakmont Drive, Laplace, LA 70068; and

BRENT EUGENE DAVIS (**-**-1889), a person of the full age of majority and domiciled in Lancaster, Texas, who declared that he has been married but once and then to Kristine Keiffer Davis, with whom he is presently living and residing; and his current mailing address is 1406 Johns Avenue, Lancaster, TX 75134; further that Brent Eugene Davis is represented herein by Kristie Ann Davis Smith, Agent and Attorney in Fact, as per Special Power of Attorney attached hereto and made a part hereof and said Kristie Ann Davis Smith declares that said power is still in full force and effect, that the principal is alive, has not been judicially interdicted or has filed bankruptcy; and

THE SEPARATE SHARE TRUST OF BRENT EUGENE DAVIS (**-**-4914), being a Louisiana trust created by the Last Will and Testament of Herzel Virginia Espopinal David being recorded at COB 909, folio 617 of the conveyance records of St. Charles Parish, and confirmed by the Judgment of Possession in the Succession of Hazel Virginia Estopinal David recorded at COB 873, page 418 represented herein by its Trustee, Kristie Ann Davis Smith.

hereinafter referred to as seller, who declared that they do by these presents grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver, with all legal warranties 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. 21-1-7 adopted by St. Charles Parish Council on the 25th day of January, 2021, 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:

A CERTAIN LOT OR 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, Section 1 and which said lot is designated as Lot No. 26 in Square No. 6, on the plan of Ormond Plantation Estates, Section 1, of deLaureal Engineers, Inc., dated February 28, 1973, revised July 31, 1973, which said Lot No. 26 measures seventy-five (75') front on Ducayet Drive, same width in the rear, by a depth of one hundred seventy-five feet (175') between equal and parallel lines.

Improvements thereon bear the Municipal No. 110 Ducayet Drive, Destrehan, LA 70047

Being of the same property acquired by sellers herein by Judgment of Possession dated February 14, 2019 recorded in COB 873, folio 418 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.

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 **ONE HUNDRED THIRTY-SEVEN THOUSAND AND NO/100 (\$137,000.00) 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 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 seller 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 sellers herein further declare 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.

2021-0017

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

ORDINANCE NO. 21-1-7

An ordinance to approve and authorize the purchase of the property at 110 Ducayet Drive, Destrehan, Louisiana, for drainage improvements.

- WHEREAS,** St. Charles Parish desires to enhance drainage in the Destrehan area; and,
WHEREAS, the acquisition of the property at 110 Ducayet Drive will provide needed access from Ducayet Drive to the CN Railroad Tracks for improving drainage conveyance; and,
WHEREAS, a drainage culvert already exists at this location that runs from Ducayet Drive across the railroad tracks to the north side of the CN Railroad and into the West Hill Heights Ditch; and,
WHEREAS, the proposed drainage improvements for this area calls for additional culverts to be installed under the CN Railroad at this location; and,
WHEREAS, the property at 110 Ducayet Drive will provide the space necessary for additional culverts to be installed from the existing inlet on Ducayet Drive to the improved CN Railroad crossing; and,
WHEREAS, these improvements combined with others being proposed to the drainage system in the Ormond area will improve drainage in the area south of the CN Railroad by increasing the capacity of drainage conveyance crossing the CN Railroad to the West Hill Heights Ditch; and,
WHEREAS, an appraisal was completed on 110 Ducayet Drive, dated November 19, 2020, resulting in an appraised value of \$170,000.00. See attached appraisal; and,
WHEREAS, the owners of 110 Ducayet Drive expressed a desire to sell their property to the Parish in the amount of \$137,000.00; and,
WHEREAS, the Parish President has executed a Purchase Agreement regarding the sale and purchase of 110 Ducayet Drive 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 110 Ducayet Drive, Destrehan, Louisiana in the amount of \$137,000.00.

SECTION II. That the Parish President is further hereby authorized to execute any and all documents deemed necessary to purchase 110 Ducayet Drive, Destrehan, Louisiana.

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

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

And the ordinance was declared adopted this 25th day of January, 2021, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Marilyn Bellock
SECRETARY: Michelle Dupastato
DLVD/PARISH PRESIDENT: January 26, 2021
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: January 29, 2021
AT: 9:20 am RECD BY: [Signature]

CERTIFIED TRUE & CORRECT AS PER
MINUTES DATED 1/25/21

Michelle Dupastato
SECRETARY
ST. CHARLES PARISH COUNCIL

SPECIAL POWER OF ATTORNEY

UNITED STATES OF AMERICA

STATE OF LOUISIANA

COUNTY OF Dallas

February 9, 2021

Before me, a Notary Public, duly commissioned and qualified in and for the above-indicated State and County, and in the presence of the undersigned witnesses, personally came and appeared the hereinafter named and undersigned PRINCIPAL, who declared under oath that he is of legal age and his marital status is as hereinafter set forth, and further that he does by these presents make, name, ordain, constitute and appoint the hereinafter named AGENT and ATTORNEY-IN-FACT (hereinafter referred to as AGENT), of the full age of majority, to be his true and lawful AGENT, hereby giving and granting unto said AGENT full power and authority, for him, and in his name, place and stead, to do and perform all the things and acts specified herein and in the numbered paragraph (s) indicated or completed below.

PRINCIPAL further authorizes and empowers his said AGENT to do and perform any and every act, matter and thing whatsoever, as shall or may be requisite and necessary in order to effectuate the purpose for which this power of attorney is granted, as fully and with like effect as if PRINCIPAL had been personally present and had done any such thing, performed any such act, and/or had signed any and all such document, deed, note, contract, application or other agreement, PRINCIPAL hereby ratifying and confirming any and all things done by his said AGENT and adopting them as his own act and deed.

PRINCIPAL further expressly stipulates that any ambiguities which may arise in the interpretation hereof shall be liberally construed so as to effectuate the purpose hereof and to validate all things done by AGENT. Whenever used herein, the singular number shall include the plural, and the masculine gender shall include all genders. The purpose for which this power of attorney is granted is:

I. X Applicable

 Not applicable

To direct, instruct, authorize and permit AGENT to sell and deliver the hereinafter described real estate, and/or all PRINCIPAL'S right, title and interest therein, with warranty of title and with subrogation of all actions of warranty, unto any person, firm or corporation or association, for such price and on such terms and conditions as AGENT may deem proper, to pay and discharge any and all charges, expenses and encumbrances in connection therewith, and to receive and receipt for the selling price.

II. Applicable

Not applicable

To direct, instruct, authorize, and permit AGENT to purchase the hereinafter described real estate for the price and sum of \$_____ in cash.

III. Applicable

Not applicable

To direct, instruct, authorize and permit AGENT to borrow, from any person, firm or corporation, the total sum of \$_____ said loan to be evidenced by PRINCIPAL'S promissory note and secured by vendor's lien and/or mortgage on the hereinafter described real estate, or PRINCIPAL'S undivided interest therein.

In the event that paragraphs II and/or III hereinabove shall be applicable, PRINCIPAL does hereby expressly authorize AGENT:

- a) To execute the necessary sale or resale or act of mortgage to create a vendor's lien in favor of any building and loan association, and/or to execute any act of sale and/or mortgage, conventional mortgage, or any form of mortgage required to obtain mortgage loan insurance or loan guarantees from the Veterans Administration or Federal Housing Administration, on such form and on such terms and conditions as the lender shall require, the said instrument to contain all usual Louisiana security clauses, including by way of example, but not limited to, confession of judgment, waiver of appraisal, waiver of homestead exemption from seizure, and pact de non alienando.
- b) To make, execute and deliver in PRINCIPAL'S name a promissory note in the amount of the credit portion of the purchase price or the amount of the loan, said note to be payable as of such maturity and at such rate of interest and as such terms and conditions as AGENT shall deem proper, AGENT may increase or decrease the amount of the note, not to exceed ten (10%) percent.
- c) In the event that any loan is obtained from a building and loan association, to subscribe to shares of stock in said association and to pledge same to secure the loan, and to agree to comply with all of the provisions of the charter, by-laws, and rules and regulations of such building and loan association, and all other things as such building and loan association shall require.
- d) To obligate PRINCIPAL jointly and in solido in the event that there are other borrowers or purchasers.

NAME, RESIDENCE AND MARITAL STATUS OF PRINCIPAL:

BRENT EUGENE DAVIS (***-**-1889), a person of the full age of majority and domiciled in Lancaster, Texas, who declared that he has been married but once and then to Kristine Keiffer Davis, with whom he is presently living and residing; and his current mailing address is 1406 Johns Avenue, Lancaster, TX 75134;

NAME AND RESIDENCE OF AGENT:

KRISTIE ANN DAVIS SMITH
154 Oakmont Drive
Laplace, LA 70068

DESCRIPTION OF REAL ESTATE FORMING THE SUBJECT OF THIS POWER OF ATTORNEY:

A CERTAIN LOT OR 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, Section 1 and which said lot is designated as Lot No. 26 in Square No. 6, on the plan of Ormond Plantation Estates, Section 1, of deLaureal Engineers, Inc., dated February 28, 1973, revised July 31, 1973, which said Lot No. 26 measures seventy-five (75') front on Ducayet Drive, same width in the rear, by a depth of one hundred seventy-five feet (175') between equal and parallel lines.

Improvements thereon bear the Municipal No. 110 Ducayet Drive, Destrehan, LA 70047

THUS DONE AND PASSED, in multiple originals, at the Town and State aforesaid on the date above set forth, in the presence of the undersigned competent witnesses, who have heretofore signed their names with said PRINCIPAL and me, Notary, after due reading of the whole.

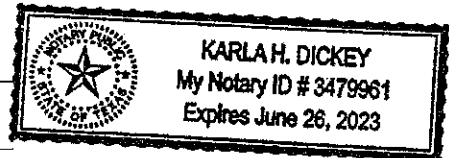
WITNESSES:

Luis A. Hernandez
Printed Name: Luis A. Hernandez

Brent Eugene Davis
BRENT EUGENE DAVIS

Susan E. Hernandez
Printed Name: Susan E. Hernandez

Karla H. Dickey
NOTARY PUBLIC
Notary ID# 3479961
Printed Name: KARLA H. DICKEY



Accepted By:

Kristie Ann Davis Smith
Kristie Ann Davis Smith

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.

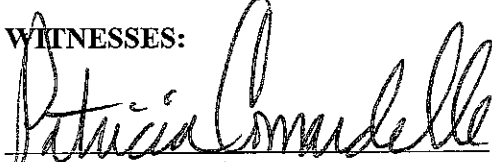
All agreements and stipulations herein contained, and all of the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto.

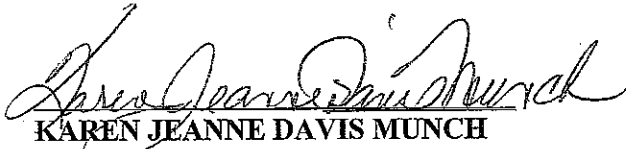
As the context herein may require, the singular shall be deemed to include the plural and the masculine form shall be deemed to include the feminine and neuter.

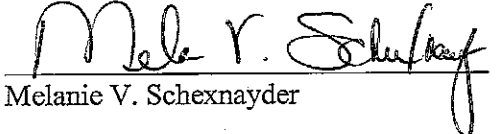
Purchaser declared that pursuant to La. Rev. Stat Ann § 9:2721, the address where property tax and assessment notices are to be mailed is: P.O. Box 302, Hahnville, LA 70057.

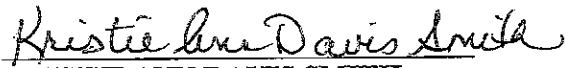
THUS, DONE AND PASSED at Luling, Louisiana, on this 23rd day of February, 2021, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers, and me, Notary, after reading of the whole.

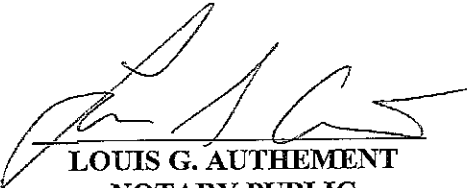
WITNESSES:


Patricia Comardelle


KAREN JEANNE DAVIS MUNCH



Melanie V. Schexnayder



KRISTIE ANN DAVIS SMITH,
INDIVIDUALLY AND AS AGENT
AND ATTORNEY IN FACT FOR
BRENT EUGENE DAVIS AND AS
TRUSTEE FOR THE SEPARATE
SHARE TRUST OF BRENT
EUGENE DAVIS


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 17th day of February, 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:

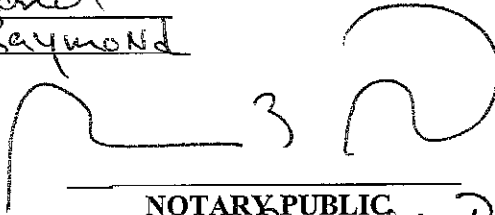

Printed Name: Corey M. Dubra


Printed Name: Billy Raymond

ST. CHARLES PARISH



BY: MATTHEW JEWELL,
its PARISH PRESIDENT



NOTARY PUBLIC
Printed Name: Robert L. Raymond
Notary ID# 1148
LSBA