

**CASH SALE**

**UNITED STATES OF AMERICA**

**BY: ONE BUCK STORE, LLC**

**STATE OF LOUISIANA**

**TO: ST. CHARLES PARISH**

**PARISH OF ST. CHARLES**

**BE IT KNOWN**, on the dates herein written below;

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

**PERSONALLY, CAME AND APPEARED:**

**ONE BUCK STORE, LLC (\*\*-\*\*\*9299)**, a Colorado Limited Liability Company whose mailing address is 521 Nesting Crane Lane, Longmont, CO 80504; represented herein by Wendi S. Temkin, its Manager, duly authorized by Unanimous Written Consent attached hereto and made a part hereof;

hereinafter referred to as seller who declared that it does by these presents grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver, with warranty of title only and subject to the "As Is" clause set out below, and with full substitution and subrogation in and to all the rights and actions of warranty which it has or may have against all preceding owners and vendors, and including an assignment or subrogation of seller's personal rights to sue for property damages, unto:

**ST. CHARLES PARISH (\*\*-\*\*\*1208)**, a political subdivision of the State of Louisiana whose mailing address is P.O. Box 302, Hahnville, LA 70057; authorized pursuant to Ordinance No. 24-10-5 adopted by St. Charles Parish Council on the 18<sup>th</sup> day of October, 2021, a certified 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:

**THAT PIECE OR PORTION OF GROUND**, together with all buildings and improvements thereon, and all rights, ways, privileges, servitudes, appurtenances, and advantages thereunto belonging or in anywise appertaining, being Tract C-1A of the James P. Vial Estate, Tract situate in sections 18 & 22, T-13-S, R-20-E, Hahnville, St. Charles Parish, Louisiana per a resubdivision by Stephen P. Flynn, P.L.S. dated December 7, 2016 recorded at COB 844, page 744 incorporated herein by reference, and being more fully described as follows:

Commence at said point being the Southwest Intersection of Keller Place and LA Highway 18-River Road; Thence proceed in a Southwesterly direction along the West Right of Way of LA Highway 18-River Road with a bearing of S09°12'28"W, a distance of 125.31' to a point; Thence proceed in a Northeasterly direction a bearing of N64°50'56" E, a distance of 63.30' to a point; Thence proceed in Southwesterly direction along the East Right of Way of LA Highway 18-River Road being the West Line of Tract C-1A a bearing of S08°48'48"W, a distance of 18.07' to a point;

The Point of Beginning; Thence proceed in a Northeasterly direction along the North Line of Tract C-1A being the South Line of Tract C-2A a bearing of

N64°55'16"E, a distance of 220.00' to a point; Thence proceed in a Southeasterly direction along the East Line of Tract C-1A being the West Line of Tract C-2A, a bearing of S25°04'44"E, a distance of 160.00' to a point, Thence proceed in a Southwesterly direction along the South Line of Tract C-1A being the North Line of Tract C-2A a bearing of S64°55'16"W, a distance of 327.48' to a point; Thence proceed in a Northeasterly direction along the West Line of Tract C-1A being the East Right of Way of LA Highway 18-River Road a bearing of N8°48'48"E, a distance of 192.75' to a point.

Improvements thereon bear the Municipal No. 15110 River Road, Hahnville, LA 70057

Being of the same property acquired by seller herein by Cash Deed dated February 15, 2018 recorded in COB 858, folio 16 in the official records of St. Charles Parish, LA.

The above-described property is subject to the following:

1. Apparent ditch servitude and overhead power line servitudes as shown on the above-referenced Plan of Resubdivision.
2. Reservation of the ownership and rights to any batture between the Mississippi River and the rear property line, and exclusion of any interest in the former Courthouse Street abandoned by Ordinance No. 07-12-13 recorded at COB 705, page 203.
3. Right of way in favor of Entergy Louisiana, LLC dated August 21, 2017 recorded in COB 852, page 294.
4. Oil, gas, and mineral lease dated December 30, 1953 recorded in COB 6, folio 262.
5. Grant of Servitude from the St. Charles Parish Sewerage Program dated September 17, 1984 recorded in COB 323, folio 222.
6. Grant of Servitude from the St. Charles Parish Sewerage Program dated August 9, 1985 recorded in COB 343, folio 402.
7. 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.
8. 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.

Seller hereby conveys the subject property in "AS IS" condition but with full warranty of title and with full substitution and subrogation to all rights and actions of warranty Seller has against prior owners and warrantors.

Purchaser acknowledges and agrees that, neither Seller nor any agent or representatives of Seller have made, and Seller is not liable or responsible for, or bound in any manner by, any express or implied representations, warranties, covenants, agreements, obligations, guarantees, statements, information or inducements pertaining to the Property or any part thereof, the physical or environmental condition thereof, the quantity, character, fitness and quality thereof, merchantability, fitness for particular purpose, the income, expenses or operation thereof, the value and profitability thereof, the uses which can be made thereof or any other matter or thing whatsoever with respect thereto. Purchaser acknowledges, agrees, represents and warrants that it has had access to information and data relating to all of same

as Purchaser has considered necessary, prudent, appropriate or desirable for the purposes of this transaction and, without limiting the foregoing, that Purchaser and its agents and representatives have independently inspected, examined, analyzed and appraised all of same, including the condition, value and profitability thereof. Purchaser further acknowledges, agrees, represents and warrants that it has been offered the opportunity to inspect the Property and thereby accepts any physical or environmental conditions. Purchaser has conducted and is relying exclusively on its own inspections of the Property. Seller's delivery of surveys, title reports, inspections, plans, specifications or other information shall not constitute a representation that such information is current, correct or complete. It has been and remains the responsibility of Purchaser, at Purchaser's expense, to satisfy itself as to the condition of the Property, including, without limitation, the environmental condition of the Property. Without limiting the foregoing, Purchaser acknowledges and agrees that Seller is not liable or responsible for or bound in any manner by (and Purchaser has no relief upon) any oral or written or supplied guarantees, statements, information or inducements pertaining to the Property or any part thereof, or the condition of the Property, including, without limitation, the physical or environmental condition of the Property or the operations of the Property and any other information respecting same furnished by or obtained from Seller or any agent or representative of Seller. Without limiting the foregoing, Purchaser acknowledges and agrees that Purchaser is purchasing the Property as of the Closing Date in its then "AS IS" and "WHERE IS" condition.

SELLER DOES NOT WARRANT THAT THE PROPERTY IS FREE FROM REDHIBITORY OR LATENT DEFECTS OR VICIES, AND PURCHASER RELEASES SELLER OF ANY LIABILITY FOR REDHIBITORY OR LATENT DEFECTS OR VICIES UNDER LOUISIANA CIVIL CODE ARTICLES 2520 THROUGH 2548. PURCHASER WAIVES THE WARRANTY OF FITNESS FOR INTENDED PURPOSE AND GUARANTEE AGAINST HIDDEN OR LATENT REDHIBITORY VICIES UNDER LOUISIANA LAW, INCLUDING LOUISIANA CIVIL CODE ARTICLES 2520 THROUGH 2548, AND THAT WARRANTY IMPOSED BY LOUISIANA CIVIL CODE ARTICLE 2475 AND WAIVES ALL RIGHTS IN REDHIBITION PURSUANT TO LOUISIANA CIVIL CODE ARTICLE 2520. PURCHASER FURTHER ACKNOWLEDGES AND DECLARES THAT THE FOREGOING WAIVERS HAVE BEEN BROUGHT TO THE ATTENTION OF PURCHASER AND EXPLAINED IN DETAIL TO IT AND THAT PURCHASER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO THE FOREGOING WAIVER.

PURCHASER HEREBY RELEASES SELLER AND SELLER'S OFFICERS, DIRECTORS, MEMBERS, SHAREHOLDERS, TRUSTEES, PARTNERS, EMPLOYEES, MANAGERS AND AGENTS FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND DISBURSEMENTS WHETHER THE SUIT IS INSTITUTED OR NOT) OF ANY AND EVERY KIND OR CHARACTER, WHETHER KNOWN OR UNKNOWN, LIQUIDATED OR CONTINGENT (HEREINAFTER COLLECTIVELY CALLED THE "CLAIMS") ARISING FROM OR RELATING TO (i) ANY DEFECTS (PATENT OR LATENT), ERRORS OR OMISSIONS IN THE DESIGN OR CONSTRUCTION OF THE PROPERTY WHETHER THE SAME ARE THE RESULT OF NEGLIGENCE OR OTHERWISE (ii) ANY PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS (INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL LAWS) OR ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY, OR (iii) ANY OTHER CONDITIONS, INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL AND OTHER PHYSICAL CONDITIONS, AFFECTING THE PROPERTY. THE RELEASE SET FORTH IN THIS SECTION SPECIFICALLY INCLUDES, WITHOUT LIMITATION, ANY CLAIMS UNDER ANY ENVIRONMENTAL LAWS OF THE UNITED STATES, THE STATE IN WHICH THE PREMISES IS LOCATED OR ANY POLITICAL SUBDIVISION THEREOF OR UNDER THE AMERICANS WITH DISABILITIES ACT OF 1990, AS ANY OF THOSE LAWS MAY BE AMENDED FROM TIME TO TIME AND ANY REGULATIONS, ORDERS, RULES OF PROCEDURES OR GUIDELINES PROMULGATED IN CONNECTION WITH SUCH LAWS, REGARDLESS OF WHETHER THEY ARE IN EXISTENCE ON THE CLOSING DATE. PURCHASER ACKNOWLEDGES THAT PURCHASER HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL OF PURCHASER'S SELECTION AND PURCHASER IS GRANTING THIS RELEASE OF ITS OWN VOLITION AND AFTER CONSULTATION WITH PURCHASER'S COUNSEL.

ST. CHARLES PARISH

  
BY: MATTHEW JEWELL,  
Its: PARISH PRESIDENT

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 the instruments of record listed above before this transfer and does waive and release me, Notary, from any and all liability and responsibility in connection therewith.

This sale is made and accepted for and in consideration of the price and sum of **SEVEN HUNDRED THIRTY-FIVE THOUSAND AND NO/100 (\$735,000.00) DOLLARS** Cash, which the said purchaser has well and truly paid, in ready and current money to the said seller who hereby acknowledges the receipt and sufficiency thereof and 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.

All State and Parish taxes up to and including the taxes due and exigible in 2023 have been paid as per representation by seller herein, taxes due and exigible for the year 2024 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 seller herein further declared that it has conveyed no portion of the premises nor done any act or allowed any act to be done which has changed or could change the boundaries of the premises.

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 Longmont, Colorado, on this 5<sup>th</sup> day of November, 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:

[Signature]  
Printed Name: Victor Babbitt

ONE BUCK STORE, LLC  
[Signature]  
By: Wendi S. Temkin  
Its: Authorized Manager

[Signature]  
Printed Name: Karen Everton

[Signature]  
NOTARY PUBLIC  
Printed Name: Srijana Thapa  
Notary ID# 20234033725

State - Colorado  
County - Boulder  
05 November 2024  
Notary public

SRIJANA THAPA  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20234033725  
MY COMMISSION EXPIRES 09/28/2027

THUS, DONE AND PASSED at Hahnville, Louisiana, on this 4<sup>th</sup> day of

November, 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:

[Signature]  
Printed Name: Karaym. Oubre

[Signature]  
Printed Name: Anthony Dup

ST. CHARLES PARISH

[Signature]  
BY: MATTHEW JEWELL,  
Its: PARISH PRESIDENT

[Signature]

NOTARY PUBLIC  
Printed Name: Robert E. Raymond  
Bar/Notary ID# 11408

UNANIMOUS WRITTEN CONSENT OF  
THE SOLE MEMBER OF ONE BUCK STORE, LLC

I HEREBY CERTIFY that the Robert H. Temkin Family Trust (the "Trust") is the sole member of ONE BUCK STORE, LLC, (the "Company,") and that I am a duly authorized Trustee of the Trust pursuant to the Certificate of Trust dated March 16, 2021.

I HEREBY FURTHER CERTIFY that the Trust has adopted the following resolutions as the sole member of ONE BUCK STORE, LLC by unanimous written consent:

BE IT RESOLVED that the Manager of the Company, Wendi S. Temkin, shall have full authority to bind ONE BUCK STORE, LLC, including, but not limited to, the authority to:

- (1) enter into and carry out contracts of all kinds;
- (2) employ employees, agents, consultants and advisors on behalf of the Company;
- (3) bring and defend actions in law or in equity;
- (4) buy, own, manage, sell, lease, mortgage, pledge or otherwise acquire or dispose of Company property, whether movable or immovable, tangible or intangible, corporeal or incorporeal;
- (5) borrow funds in the name of the Company on a secured or unsecured basis, at any interest rate or rates and from any party all on such terms as determined by the Manager; and,
- (6) mortgage the property of the company or join in mortgages with other co-owners of its property and pledge and assign leases on a recourse or non-recourse basis and to execute acts of mortgage with customary Louisiana security clauses including confession of judgment, right to executory process, waiver of appraisal and *pact de non alienando*.

BE IT FURTHER RESOLVED that Wendi S. Temkin, in the name of and on behalf of ONE BUCK STORE, LLC, is authorized to sell, alienate, transfer or encumber any property as may be necessary or advisable in her discretion and upon such terms and conditions as she in her discretion deems fit and proper;

BE IT FURTHER RESOLVED that the Company is authorized to sell that certain real property located at 15110 River Road, Hahnville, Louisiana (the "Property"), consisting of a prior Family Dollar Store building and related improvements, to the St. Charles Parish (the "Buyer") for a sales price of seven hundred and thirty-five thousand dollars (\$735,000.00) (the Sale"), in accordance with the Offer to Purchase and Executed Counter Offers, dated September 19- September 27, 2024;

BE IT FURTHER RESOLVED that Wendi S. Temkin, as Manager of the Company, acting alone and in her sole discretion, has full authority to execute documents and otherwise act on behalf of the Company in connection with the Sale;



BE IT FURTHER RESOLVED that Wendi S. Temkin is hereby authorized to execute any documents and to take any actions necessary to sell, alienate, transfer or encumber any property under any terms, conditions or for any consideration she deems appropriate;

BE IT FURTHER RESOLVED that all actions heretofore taken by Wendi S. Temkin at her discretion or in connection with the transactions that are the subject of these resolutions shall be, and hereby are approved, ratified and confirmed as the acts of ONE BUCK STORE, LLC without any further action by the Company; and

BE IT FURTHER RESOLVED that Wendi S. Temkin is hereby authorized in the name of and on behalf of ONE BUCK STORE, LLC to take such further actions and to do all things that may appear in her discretion to be necessary, advisable or appropriate to give effect to the intent of these resolutions and to accomplish the transactions contemplated by these resolutions.

I FURTHER CERTIFY that the foregoing resolutions have continued in full force and effect and have not been rescinded, modified or amended and that the resolutions are not in conflict with any Articles of Organization of ONE BUCK STORE, LLC.

Dated: October 29, 2024

SOLE MEMBER:  
The Robert H. Temkin Family Trust

By: Wendi S. Temkin  
Wendi S. Temkin, Trustee

**2024-0331**

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT  
(DEPARTMENT OF LEGAL SERVICES)**

**ORDINANCE NO. 24-10-5**

An ordinance to approve and authorize the Parish President to execute an Act of Sale from One Buck Store, LLC, for the purchase of property located at 15110 River Road in Hahnville, in the amount of \$735,000.00.

- WHEREAS,** St. Charles Parish desires to increase departmental housing in and around the St. Charles Parish Courthouse Complex area; and,
- WHEREAS,** the acquisition of the property at 15110 River Road in Hahnville will provide additional space for the housing of parish departments and other public uses; and,
- WHEREAS,** One Buck Store, LLC, the owner of the property, initially listed said property for sale at the price of \$850,000.00; and,
- WHEREAS,** an appraisal dated and valued as of July 24, 2024, prepared by Mosaic Property Valuations, valued the property at \$780,000.00; and,
- WHEREAS,** an appraisal dated and valued as of July 29, 2024, prepared by The Value Experts, valued the property at \$650,000.00; and,
- WHEREAS,** after extensive negotiations, the parties have agreed on a purchase and sale price of \$735,000.00; and,
- WHEREAS,** the Parish President has executed a Purchase Agreement regarding the purchase of this property for the sum of \$735,000.00, 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 attached agreement to Purchase and Sell Property which property is located at 15110 River Road in Hahnville, Louisiana, in the amount of \$735,000.00.

**SECTION II.** That the Parish President is further hereby authorized to execute an Act of Sale and any and all documents deemed necessary to purchase 15110 River Road, Hahnville, Louisiana.

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

- YEAS:       MOBLEY, FONSECA, WILSON, SKIBA, O'DANIELS, FISHER,  
                  DEBRULER
- NAYS:       PILIE
- ABSENT:     COMARDELLE

And the ordinance was declared adopted this 21st day of October, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Boyd Fisher*  
 SECRETARY: *Michelle Dupontato*  
 DLVD/PARISH PRESIDENT: *October 22, 2024*  
 APPROVED: *[Signature]*      DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: *Matthew Jewell*  
 RETD/SECRETARY: *October 23, 2024*  
 AT: *10:47 am*      RECD BY: *[Signature]*