

Ord.

2015-0147

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

ORDINANCE NO. 15-5-6

An ordinance to approve and authorize the execution of an Act of Sale by First National Bank USA FKA FIRST NATIONAL BANK OF ST. CHARLES PARISH for certain property located at 590 Apple Street, Norco for the Norco Branch Library.

WHEREAS, the St. Charles Parish Library Board of Control, at its meeting of November 18, 2014, approved the purchase of the facility located at 590 Apple Street in Norco for \$270,000.00 to house the Norco Branch Library; and,

WHEREAS, Library Board of Control has allocated funds in its 2015 Budget to purchase said property.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Act of Sale by and between First National Bank USA and St. Charles Parish in the amount of \$270,000.00 is hereby approved.

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

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

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

And the ordinance was declared adopted this 4th day of May, 2015, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____
SECRETARY: _____
DLVD/PARISH PRESIDENT: 5/5/15
APPROVED: DISAPPROVED: _____
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: 5/6/15
AT: 10:00a RECD BY: [Signature]

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON October 7, 2015
AS ENTRY NO. 409668
IN MORTGAGE/CONVEYANCE BOOK
NO. 823 FOLIO 308

CASH SALE

UNITED STATES OF AMERICA

FROM: FIRST NATIONAL BANK
USA FKA FIRST NATIONAL
BANK OF ST. CHARLES PARISH

STATE OF LOUISIANA

TO: ST. CHARLES PARISH

PARISH OF ST. CHARLES

BE IT KNOWN, that on this 29th day of September, in the
year two thousand and fifteen (2015).

BEFORE ME, a Notary Public in and for the Parish of St.
Charles, State of Louisiana, duly commissioned and qualified, and
in the presence of the witnesses hereinafter named and undersigned,
personally came and appeared:

FIRST NATIONAL BANK USA FKA FIRST NATIONAL BANK OF ST. CHARLES
PARISH, a national bank incorporated under the National Banking Act
of the District of Columbia in Washington, D.C., herein represented
by Brandt J. Dufrene and whose mailing address is P. O. Box 508,
Boutte, Louisiana, 70039.

hereinafter designated as "vendor" who declared that for the
consideration and upon the terms and conditions hereinafter
expressed, said vendor does by these presents sell, grant, bargain,
assign, transfer, deliver, and abandon and set over under all
lawful warranties and with substitution and subrogation to all
rights and actions of warranty against all preceding owners and
vendors, unto

ST. CHARLES PARISH, a political subdivision of the State of
Louisiana, herein represented by V. J. St. Pierre, Jr., its Parish
President, and whose mailing address is P. O. Box 302, Hahnville,
Louisiana, 70057; and pursuant to Ordinance No. 15-5-6 adopted by
the St. Charles Parish Council on May 4, 2015 a copy of which is
attached hereto and made a part hereof;

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

LEGAL DESCRIPTION LOT 25A, BLOCK N, GOOD
HOPE SUBDIVISION

That piece or portion of ground being Lot
25A, Block N, Good Hope Subdivision.
Situated in Section 6, T-12-S, R-8-E,
Norco, St. Charles Parish, Louisiana. All

in accordance with a survey by Stephen P. Flynn,

P.L.S. dated April 6, 2015 and being more fully described as follows:

Commence at a point said point being the southeast intersection of Apple Street - LA Highway 48 and Sixth Street;

The Point of Beginning,

Thence proceed in a southeasterly direction along the south right of way of Sixth Street a bearing of $S73^{\circ}50'54''E$ a distance of 40.00' to a point;

Thence proceed in a northeasterly direction a bearing of $N16^{\circ}09'06''E$ a distance of 0.60' to a point;

Thence proceed in a southeasterly direction along the south right of way of Sixth Street a bearing of $S73^{\circ}50'54''E$ a distance of 86.85' to a point;

Thence proceed in a southwesterly direction along the west right of way of St. Charles Street a bearing of $S16^{\circ}09'06''W$ a distance of 175.41' to a point;

Thence proceed in a northwesterly direction a bearing of $N73^{\circ}50'54''W$ a distance of 86.55' to a point;

Thence proceed in a northeasterly direction a bearing of $N16^{\circ}09'06''E$ a distance of 6.08' to a point;

Thence proceed in a northwesterly direction a bearing of $N73^{\circ}50'54''W$ a distance of 40.00' to a point;

.....

Thence proceed in a northeasterly direction along the east right of way of Apple Street -LA Highway 48 a bearing of $N16^{\circ}09'06''E$ a distance of 168.78' to a point;

The Point of Beginning.

As shown on Survey Plat and Administrative Resubdivision of a portion of Lot 22, and All of Lots 23, 24, 25 and 26, Block N, and an undesignated 6.09' x 86.65' Parcel adjacent to the North Line of Block N, Good Hope Subdivision and Two Adjoining Portions of Lot E, Good Hope Subdivision into a Lot Herein designated as Lot 25A, Block N, Good Hope Subdivision situated in Section 6, T-12-S, R-8-E, Norco, St. Charles Parish, Louisiana, by Rierlands Surveying Company, dated April 6, 2015. Recorded at COB 814, folio 761, Entry #404928.

To have and to hold the said property unto the said purchaser forever.

This present sale and conveyance is made and accepted for and in consideration of the sum and price of **TWO HUNDRED SEVENTY THOUSAND AND NO/100 (\$270,000.00) DOLLARS**, lawful current money of the United States of America, which amount the said purchaser has paid in ready CASH, receipt of which is hereby acknowledged by the vendor, and full discharge and acquittance granted therefor.

Taxes for 2014 are paid. The parties hereto waive any conveyance, mortgage, tax and any other certificates and relieve and release me, Notary, from any and all responsibility in connection therewith. The parties also acknowledge that no examination of the title has been made by me, Notary, and agree to relieve, release, defend, save, hold harmless, and indemnify me, Notary, from any and all claims, liabilities, and responsibilities in connection therewith.

Purchaser or his representatives have fully examined and inspected the property and the entire building and land prior to the execution of this agreement and that purchaser knows and is satisfied with the physical condition of the premises in all respects and that same is acceptable to purchaser "As Is" and that purchaser is not relying upon representation statements or warranties that have at anytime been made by Vendor or its agents as to the physical condition or state of repair of the premises in any respect and that the purchase price takes into consideration the condition of the premises. The property is being sold "As Is" "Where Is", without warranty as to its condition. Buyer waives all warranties pertaining thereto and purchaser releases Vendor from all environmental liabilities.

Whenever the word "vendor" is used in this act, it shall be construed to include "vendors," and whenever the word "purchaser"

is used it shall be construed to include "purchasers."

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

The certificate of mortgages required by Article 3364 of the revised Civil Code of Louisiana is hereby dispensed with by the parties hereto.

THUS done, read and passed at my office in the City of Hahnville, Parish and State aforesaid, in the presence of undersigned competent witnesses who have hereunto signed their names with the parties and me, said Notary, the day, month and year first above written.

WITNESSES:

FIRST NATIONAL BANK USA
FKA FIRST NATIONAL BANK
OF ST. CHARLES

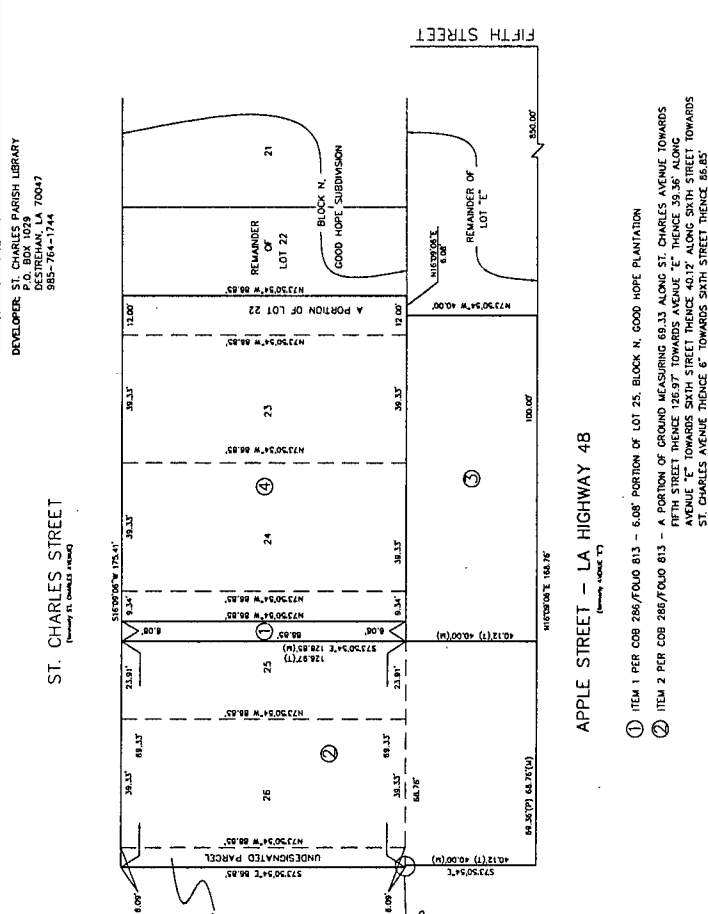
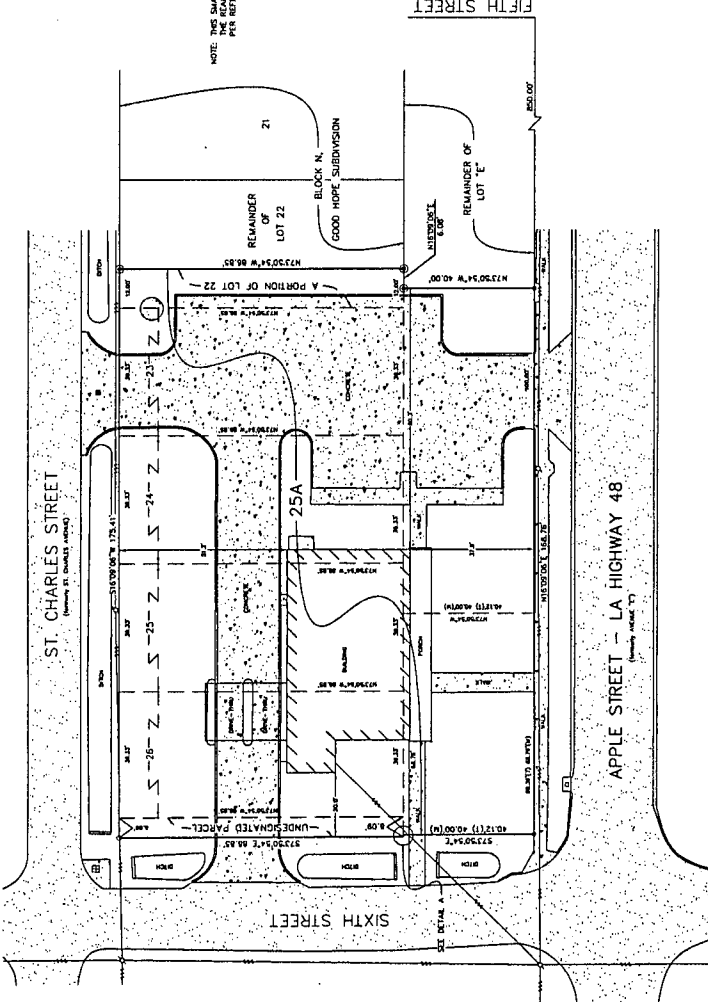
[Handwritten Signature]
[Handwritten Signature]
[Handwritten Signature]
[Handwritten Signature]

[Handwritten Signature]
BY: BRANDT J. DUFRENE, JR.

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

[Handwritten Signature]
NOTARY PUBLIC
LEON C. VIAL, III
BAR NO. 13061

SURVEY PLAT AND ADMINISTRATIVE RESUBDIVISION OF A PORTION OF LOT 22 AND ALL OF LOTS 23, 24, 25 & 26, BLOCK N, AND AN UNDESIGNATED 6.09' X 86.65' PARCEL ADJACENT TO THE NORTH LINE OF BLOCK N, GOOD HOPE SUBDIVISION AND TWO ADJOINING PORTIONS OF LOT "E", GOOD HOPE SUBDIVISION INTO A LOT HEREIN DESIGNATED AS LOT 25A, BLOCK N, GOOD HOPE SUBDIVISION SITUATED IN SECTION 6, T-12-S, R-8-E, NORCO, ST. CHARLES PARISH, LOUISIANA

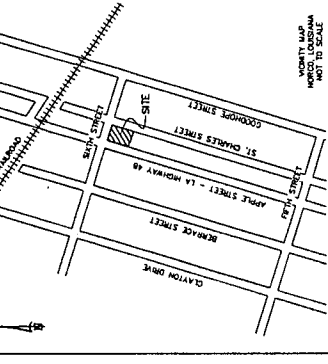


CERTIFIED TO ST. CHARLES PARISH LIBRARY
 THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY RECORD.
 SURVEYOR'S NOTES:
 BASIS OF BEARING: BEARINGS ARE REFERENCED TO THE NORTH AS CONTAINED IN THE SURVEY PLAN.
 FLOOD NOTE: THIS SURVEY WAS CONDUCTED AT A TIME WHEN THERE WAS NO FLOODING OF THE AREA.
 SURVEYOR'S NOTES:
 LEGEND:
 (a) 4" WIDE ROAD SET
 (b) 6" WIDE ROAD SET
 (c) 8" WIDE ROAD SET
 (d) 10" WIDE ROAD SET
 (e) POWER LINE
 (f) WATER MAIN
 (g) WASTEWATER MAIN
 (h) DRAINAGE CANAL
 (i) DRAINAGE DITCH

ST. CHARLES PARISH LIBRARY
 580 APPLE STREET
 DESTREHAN, LA 70029
 SURVEY REFERENCE:
 PLAT NO. 1-800-246-6982
 SHEET NO. 1 OF 1
 DRAWN BY: C.A.D.
 DATE: APRIL 6, 2023

APPROVED:
 PARISH PRESIDENT: _____ DATE: _____
 DIRECTOR, DEPT. OF PLANNING AND ZONING: _____ DATE: _____
 CERTIFICATION: THIS IS TO CERTIFY THAT THIS PLAT WAS MADE IN ACCORDANCE WITH LA. REVISED STATUTES 33:501 ET SEQ. AND ALL NECESSARY SEWER, WATER AND/OR OTHER UTILITY EXTENSIONS, RELATIONS OR MODIFICATIONS SHALL BE MADE BY AND SOLELY AT THE LOT OWNER'S EXPENSE.

RECORDED IN THE CLERK OF COURTS OFFICE
 ST. CHARLES PARISH ON THE
 DAY OF _____ IN BOOK _____
 PAGE _____ ENTRY # _____
 I, _____, CLERK OF COURTS, DO HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY RECORD.
 DATE: 1-2023-2023



DEVELOPER: ST. CHARLES PARISH LIBRARY
 P.O. BOX 1029
 DESTREHAN, LA 70047
 985-764-1744

PROPERTY MAP
 NORCO, LOUISIANA
 NOT TO SCALE



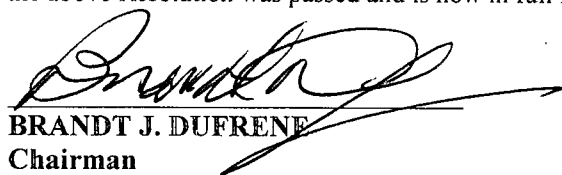
RIVERLANDS SURVEYING COMPANY
 505 HEMLOCK STREET
 LAPLACE, LA 70080
 1-800-246-6982
 985-686-0505

RESOLUTION
OF THE
BOARD OF DIRECTORS
OF
FIRST NATIONAL BANK USA

BE IT RESOLVED, that either Brandt Dufrene or Brandt Dufrene, Jr., agents, are hereby authorized on behalf of First National Bank USA, to execute any and all documents necessary to facilitate a Cash Sale, to sell any property owned by First National Bank USA in the town of Norco, State of Louisiana.

Said price and terms to be for any terms agreed by either of the above referenced agents, in either agent's sole discretion. This resolution also includes the right to sign any and all supporting documents to facilitate said transaction.

I, Brandt J. Dufrene, Chairman of First National Bank USA, a national banking association organized under the National Bank Act of 1933, do hereby certify that at a meeting of the Board of Directors on July 15, 2015 held at the main office of the association in Boutte, Louisiana, at which time a quorum was present, the above Resolution was passed and is now in full force and effect.



BRANDT J. DUFRENE
Chairman
First National Bank USA