

CASH SALE

UNITED STATES OF AMERICA

FROM: CMMM INVESTMENTS L.L.C.

BENJAMIN B. FERDON

STATE OF LOUISIANA

TO: ST. CHARLES PARISH

PARISH OF ST. CHARLES

BE IT KNOWN, that on this _____ day of _____, in the year two thousand and twelve(2012).

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:

CMMM INVESTMENTS, L.L.C. (TIN.#72-_____) a limited liability corporation authorized to do and doing business in the Parish of St. Charles, State of Louisiana, herein duly represented by Charles E. Meyer, its Manager, duly authorized by a Management Agreement attached hereto, who declared unto me, Notary, that domiciliary and mailing address is 4937 Hearst Street, Suite 1B, Metairie, Louisiana.

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 vendor, 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. _____ adopted by the St. Charles Parish Council on _____ 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:

ALL OF ITS UNDIVIDED INTEREST IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

Commencing at a point being the Southwestern most corner of lot D1 of Boutte Estates Said point being the Point of Beginning; thence S 64°59'04" E a distance of 161.77'; thence S 33°30'56" W a distance of 487.31';thence N 47°08'47" W a distance of 162.14'; thence N

33°30'56" E a distance of 437.09' Back to the Point of Beginning;

Having an area of 73,948 square feet, 1.697 acres. As shown on Plat Titled "Survey of Property Belonging to CMMM Investments, L.L.C. to be Purchased by St. Charles Parish Located in Sections 88 & 89, T13S-R20E St. Charles Parish, Louisiana" Prepared by Bayou Country Surveying, LLC. Dated 5/16/2011.

AND

Commencing at a point being the Southwestern most corner of lot D1 of Boutte Estates Said point being the Point of Beginning; Thence N 33°30'56" E a distance of 2357.82'; Thence S 56°29'04" E a distance of 241.85'; Thence S 33°30'56" W a distance of 2271.12'; Thence S 64°59'04" E a distance of 16.19'; Thence S 33°30'56" W a distance of 50.56'; Thence N 64°59'01" W a distance of 260.73' Back to the Point of Beginning;

Having an area of 13.009 acres. As shown on Plat Titled "Survey of Property Belonging to CMMM Investments, L.L.C. to be Purchased by St. Charles Parish Located in Sections 88 & 89, T13S-R20E St. Charles Parish, Louisiana" Prepared by Bayou Country Surveying, LLC. Dated 5/16/2011.

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 **TWENTY THOUSAND AND NO/100 (\$20,000.00) 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.

As an additional consideration for this sale, the parties hereto agree that the appraised value of the property is NINETY-SIX THOUSAND AND NO/100THS (\$96,000.00) DOLLARS, but as vendee is paying \$20,000.00 for the purchase, the parties further agree that SEVENTY-SIX THOUSAND AND NO/100THS (\$76,000.00) DOLLAR difference will be utilized by vendor for any and all tax benefit that may be available to vendor. All claims for lesion beyond moiety are hereby waived.

Taxes for 2011 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.

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:

CMMM INVESTMENTS, I.L.C.

DAWN H. HIGDON

BY: CHARLES E. MEYER
MANAGER

BOBBI N. CULLEN

PARISH OF ST. CHARLES

BY: V. J. ST. PIERRE, JR.
PARISH PRESIDENT

NOTARY PUBLIC
LEON C. VIAL, III
NO. 13061

SUBJECT SURVEY MAP

