

## OFFER TO PURCHASE PROPERTY

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF ST. CHARLES

**ST. CHARLES PARISH**, acting herein by and through its duly authorized representative, Matthew Jewell, Parish President, (hereinafter sometimes referred to as **“Purchaser”** or **“Offeror”**), who declared that for and in consideration of the mutual obligations undertaken herein, and the mutual benefits to be received by the parties herein, offers to purchase on the terms and conditions and for the consideration hereinafter set forth, any and all of **ONE BUCK STORE, LLC’s**, (hereinafter sometimes referred to as **“Vendor”**), interest (a 100% interest) in the property identified as Tract C-1A of the James P. Vial Estate, Hahnville, St. Charles Parish, Louisiana, bearing municipal number 15110 River Road, Hahnville, Louisiana 70057, said property more particularly described on Exhibit A attached hereto.

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

1. The purchase price for said property shall be the sum of SEVEN HUNDRED THOUSAND AND 00/100 (\$700,000.00) DOLLARS, Cash.
2. Except as hereinafter set forth, the Act of Sale is to be executed before Purchaser’s Notary Public at Purchaser’s expense on or before November 8, 2024, 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 property which is the subject of this Offer to Purchase shall appraise for at least the amount of the purchase price.
4. 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 Vendor 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 pro-rated.
  - 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 contained herein, including the purchase price, by the St. Charles Parish Council in accordance with the charter and the governing rules of the Parish of St. Charles.
  - e. Vendor shall deliver occupancy and possession of the subject property to Purchaser at execution of the Act of Sale.
  - f. Vendor shall convey 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 Vendor has 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 mineral leases, valid and in extant, affecting said property.
  - h. All outstanding leases (except valid and extant mineral leases), mortgages, improvements, liens and/or tax assessments of any kind recorded against the subject property as of the date of the closing of the Act of Sale, if any, are to be paid and/or cancelled by Vendor at Vendor's expense.
5. Provided that all of the conditions referred to above have been met, in the event Vendor fails to comply with the 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.
6. 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, Vendor may demand specific performance at Vendor's option without any formality beyond tender of title to Purchaser with the time specified.
7. Either party hereto who fails to comply with the terms of this Purchase Agreement is obligated to pay reasonable attorney's fees and court costs and expenses incurred by the other party in enforcing their respective rights hereunder. The parties hereto agree that any litigation brought to resolve any dispute arising from this agreement shall be brought in the 29<sup>th</sup> Judicial District Court for the Parish of St. Charles.
8. This Contract can be changed or amended only by agreement in writing signed by all parties.
9. Each party acknowledges receipt of a signed copy of this Agreement.
10. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, successors and/or assigns.

**THIS OFFER TO PURCHASE** remains valid and open and may be accepted by Vendor until 5:00 o'clock p.m. C.D.T. on Friday, September 27, 2024, after which it is withdrawn and without force and effect.

**ST. CHARLES PARISH**

By:   
**MATTHEW JEWELL, President**

This offer is accepted on this 19<sup>th</sup> day of September 2024, at 2:00 o'clock P.m.

**ONE BUCK STORE, L.L.C.**

By: \_\_\_\_\_  
**WENDI TEMKIN, Manager**

## EXHIBIT A

That piece or portion of being Tract C-1A of the James P. Vial Estate, Tract situated in Section 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 and being more fully described as follows:

Commence at point 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 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 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.