

**RIVERVIEW TITLE, LLC**

One American Place  
13919 River Road, Suite 300  
Luling, Louisiana 70070

PHONE: (985) 785-8481  
(985) 785-8492

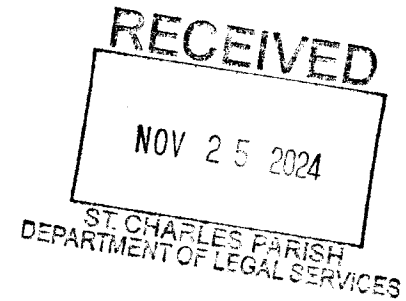
FAX: (985) 785-9107

November 21, 2024

St. Charles Parish  
P.O. Box 302  
Hahnville, LA 70057  
ATTN: Dawn Higdon

RE: 15110 River Road, Hahnville, LA 70057

Dear Sir or Madam:



In connection with the above-captioned matter, enclosed you will find the original Owner's Title Insurance Policy and the recordation information for the Act of Cash Sale that I know you will want to keep with your important papers.

It has been a pleasure to be of service to you in this matter, and if I can be of assistance in the future, please do not hesitate to call.

Sincerely,

A handwritten signature in cursive script, appearing to read "Louis G. Authement".

Louis G. Authement

LGA:mvs

Enclosure

**ALTA OWNER'S POLICY OF TITLE INSURANCE**  
issued by  
**FIRST AMERICAN TITLE INSURANCE COMPANY OF LOUISIANA**

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

**COVERED RISKS**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, FIRST AMERICAN TITLE INSURANCE COMPANY OF LOUISIANA, a Louisiana corporation (the "Company"), insures as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. Covered Risk 2 includes, but is not limited to, insurance against loss from:
  - a. a defect in the Title caused by:
    - i. forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - ii. the failure of a person or Entity to have authorized a transfer or conveyance;
    - iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
    - iv. a failure to perform those acts necessary to create a document by electronic means authorized by law;
    - v. a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - vi. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
    - vii. a defective judicial or administrative proceeding; or
    - viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
  - b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
3. Unmarketable Title.
4. No right of access to and from the Land.



5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
  - a. the occupancy, use, or enjoyment of the Land;
  - b. the character, dimensions, or location of an improvement on the Land;
  - c. the subdivision of the Land; or
  - d. environmental remediation or protection on the Land.
6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
7. An exercise of the power of eminent domain, but only to the extent:
  - a. of the exercise described in an Enforcement Notice; or
  - b. the taking occurred and is binding on a purchaser for value without Knowledge.
8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
  - a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
    - i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
    - ii. voidable transfer under the Uniform Voidable Transactions Act; or
  - b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
    - i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
    - ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

#### DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this policy, but only to the extent provided in the Conditions.

#### FIRST AMERICAN TITLE INSURANCE COMPANY OF LOUISIANA

By: \_\_\_\_\_

Gayle A. Poole, President

By: \_\_\_\_\_

Vanessa H. Sharpe, Secretary



## EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. the character, dimensions, or location of any improvement on the Land;
  - iii. the subdivision of land; or
  - iv. environmental remediation or protection.b. any governmental forfeiture, police, regulatory, or national security power.  
c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.  
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
  - a. created, suffered, assumed, or agreed to by the Insured Claimant;
  - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - c. resulting in no loss or damage to the Insured Claimant;
  - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
  - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
  - a. fraudulent conveyance or fraudulent transfer;
  - b. voidable transfer under the Uniform Voidable Transactions Act; or
  - c. preferential transfer:
    - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
    - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.



**Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:**

Issuing Agent: **Louis G. Authement**

Issuing Office: **Riverview Title, LLC, 13919 River Road, Ste. 300, Luling, LA 70070**

Issuing Office's ALTA® Registry ID: **331136**

Issuing Office File Number: **242262**

Property Address: **15110 River Road, Hahnville, LA 70057**

**SCHEDULE A**

Name and Address of Title Insurance Company: **First American Title Insurance Co. of Louisiana  
935 Gravier Street, Ste. 2100, New Orleans, LA 70112**

Policy Number: **52010822-0015652e**

Amount of Insurance: **\$735,000.00**

Premium: **\$3,191.20**

Date of Policy: **November 8, 2024 at 9:00 a.m.**

1. The Insured is: **St. Charles Parish**
2. The estate or interest in the Land insured by this policy is: **Fee Simple**
3. The Title is vested in: **St. Charles Parish**
4. The Land is described as follows:

**THAT PIECE OR PORTION OF GROUND**, 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:

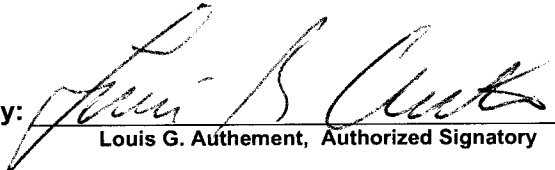
Commence at said point being the Southwest Intersection of Keller Place and LA Highway 18-River Road; Thence proceed in a Southwesterly direction along the West Right of Way of LA Highway 18-River Road with a bearing of S09°12'28"W, a distance of 125.31' to a point; Thence proceed in a Northeasterly 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.



First American Title Insurance Company of Louisiana

By: Riverview Title, LLC  
Name of Producer

By:   
Louis G. Authement, Authorized Signatory

## **SCHEDULE B**

Policy Number: **52010822-0015652e**

### **EXCEPTIONS FROM COVERAGE**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.**

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or servitude identified in Schedule A, and the following matters:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any lien for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. Any mineral or mineral rights leased, granted or retained by current or prior owners.
7. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the Land prior to Date of Policy, and any adverse claim to all or part of the Land that is, at Date of Policy, or was previously, under water.
8. Taxes and assessments for the year **2024** and subsequent years, not yet due and payable.
9. Apparent ditch servitude and overhead power line servitudes as shown on the above-referenced Plan of Resubdivision.
10. 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.
11. Right of way in favor of Entergy Louisiana, LLC dated August 21, 2017 recorded in COB 852, page 294.
12. Oil, gas, and mineral lease dated December 30, 1953 recorded in COB 6, folio 262.



13. Grant of Servitude from the St. Charles Parish Sewerage Program dated September 17, 1984 recorded in COB 323, folio 222.
14. Grant of Servitude from the St. Charles Parish Sewerage Program dated August 9, 1985 recorded in COB 343, folio 402.
15. 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.
16. 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.





## CONDITIONS

### 1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

- a. "Affiliate": An Entity:
  - i. that is wholly owned by the Insured;
  - ii. that wholly owns the Insured; or
  - iii. if that Entity and the Insured are both wholly owned by the same person or entity.
- b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.
- c. "Date of Policy": The Date of Policy stated in Schedule A.
- d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
  - i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
  - ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
  - iii. asserts a right to enforce a PACA-PSA Trust.
- f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.
- g. "Insured":
  - i. (a). The Insured named in Item 1 of Schedule A;
    - (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
    - (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
    - (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
      - (1). an Affiliate;
      - (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
      - (3). a spouse who receives the Title because of a dissolution of marriage;
      - (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
    - (5). another Insured named in Item 1 of Schedule A.
  - ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.
- h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.
- i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in

any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

- k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
- m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
- p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

## 2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

- a. retains an estate or interest in the Land;
- b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
- c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

## 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

- a. any litigation or other matter for which the Company may be liable under this policy; or
- b. any rejection of the Title as Unmarketable Title.

If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

## 4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

## 5. DEFENSE AND PROSECUTION OF ACTIONS

- a. Upon written request by the Insured and subject to the options contained in Condition 7, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered



causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.

- b. The Company has the right, in addition to the options contained in Condition 7, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.
- c. When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

#### 6. DUTY OF INSURED CLAIMANT TO COOPERATE

- a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

- i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
- ii. any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

- b. The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

#### 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

- a. *To Pay or Tender Payment of the Amount of Insurance*

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's



liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

b. *To Pay or Otherwise Settle with Parties other than the Insured or with the Insured Claimant*

- i. To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- ii. To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. **CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

- a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:
  - i. the Amount of Insurance; or
  - ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.
- b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.
- c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
  - i. the Amount of Insurance will be increased by 15%; and
  - ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. **LIMITATION OF LIABILITY**

- a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
    - i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
    - ii. cures the lack of a right of access to and from the Land; or
    - iii. cures the claim of Unmarketable Title,
- all as insured. The Company may do so by any method, including litigation and the completion of any



appeals.

- b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.
- c. The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.
- d. The Company is not liable for the content of the Transaction Identification Data, if any.

**10. REDUCTION OR TERMINATION OF INSURANCE**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, reduce the Amount of Insurance by the amount of the payment.

**11. LIABILITY NONCUMULATIVE**

The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

**12. PAYMENT OF LOSS**

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

**13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT**

- a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
- b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.
- c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

**14. POLICY ENTIRE CONTRACT**

- a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.
- b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
  - i. modify any prior endorsement,
  - ii. extend the Date of Policy,
  - iii. insure against loss or damage exceeding the Amount of Insurance, or
  - iv. increase the Amount of Insurance.

**15. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, this policy will be deemed not to include that provision or the part held to be invalid, but all other provisions will remain in full force and effect.

**16. CHOICE OF LAW AND CHOICE OF FORUM****a. Choice of Law**

The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.

**b. Choice of Forum**

Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

**17. NOTICES**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: **First American Title Insurance Company of Louisiana, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com).**

**18. CLASS ACTION – NOT APPLICABLE IN LOUISIANA**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS POLICY, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS POLICY, ANY BREACH OF A POLICY PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS POLICY, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.

**19. ARBITRATION – NOT APPLICABLE IN LOUISIANA**

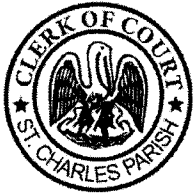
a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be resolved by arbitration. If the Amount of Insurance is \$2,000,000 or less, any claim or dispute may be submitted to binding arbitration at the election of either the Company or the Insured. If the Amount of Insurance is greater than \$2,000,000, any claim or dispute may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at [www.alta.org/arbitration](http://www.alta.org/arbitration). The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at [www.adr.org](http://www.adr.org).

b. ALL CLAIMS AND DISPUTES MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING IN ANY ARBITRATION GOVERNED BY CONDITION 19. The arbitrator does not have authority to conduct any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstance.

c. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 19, then only that request for particular relief may be brought in*



- court. All other requests for relief remain subject to this Condition 19.*
- d. The Company will pay all AAA filing, administration, and arbitrator fees of the consumer when the arbitration seeks relief of \$100,000 or less. Other fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.



Certified Copy

St. Charles Parish Clerk of Court  
P.O. Box 424  
Hahnville, LA 70057

Phone (985) 783-6632

**Lance Marino**  
Clerk of Court  
Parish of St. Charles

**Instrument Number: 485161**

**Book/Index:** COB  
**Document Type:** CASH SALE/DEED  
**Recording Date:** 11/08/2024 3:11 PM CST

**Grantor 1:** ONE BUCK STORE LLC  
**Grantee 1:** ST CHARLES PARISH

THIS PAGE IS RECORDED AS PART OF YOUR DOCUMENT AND  
SHOULD BE RETAINED WITH ANY COPIES.

THE ATTACHED DOCUMENT IS A **CERTIFIED TRUE AND CORRECT COPY** THAT WAS  
RECORDED ON THE DATE AND TIME LISTED ABOVE AND CERTIFIED ON THE SAME.



*Aubrey Waguespack*  
Aubrey Waguespack, Deputy Clerk





St. Charles Parish Clerk of Court  
P.O. Box 424  
Hahnville, LA 70057

Phone (985) 783-6632

**Lance Marino**  
Clerk of Court  
Parish of St. Charles

Certified Copy

**Instrument Number: 485161**

**Book/Index: COB**

**Document Type: CASH SALE/DEED**

**Recording Date: 11/08/2024 3:11 PM CST**

**Grantor 1: ONE BUCK STORE LLC**

**Grantee 1: ST CHARLES PARISH**

THIS PAGE IS RECORDED AS PART OF YOUR DOCUMENT AND  
SHOULD BE RETAINED WITH ANY COPIES.

THE ATTACHED DOCUMENT IS A **CERTIFIED TRUE AND CORRECT COPY** THAT WAS  
RECORDED ON THE DATE AND TIME LISTED ABOVE AND CERTIFIED ON THE SAME.



*Aubrey Waguespack*  
**Aubrey Waguespack, Deputy Clerk**

**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 VICES, AND PURCHASER RELEASES SELLER OF ANY LIABILITY FOR REDHIBITORY OR LATENT DEFECTS OR VICES UNDER LOUISIANA CIVIL CODE ARTICLES 2520 THROUGH 2548. PURCHASER WAIVES THE WARRANTY OF FITNESS FOR INTENDED PURPOSE AND GUARANTEE AGAINST HIDDEN OR LATENT REDHIBITORY VICES 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

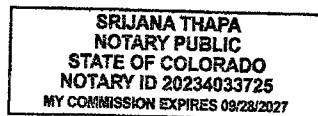
[Signature]  
Printed Name: Kara Evenson

ONE BUCK STORE, LLC

[Signature]  
By: Wendi S. Temkin  
Its: Authorized Manager

95  
NOTARY PUBLIC  
Printed Name: Srijana Thapa  
Notary ID# 20234033725

State - Colorado  
County - Boulder  
05 November 2024  
Notary public



THUS, DONE AND PASSED at Lahamite, 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:

Printed Name: Craig M. Oubre

ST. CHARLES PARISH

BY: Matthew Jewell  
BY: MATTHEW JEWELL,  
Its: PARISH PRESIDENT

Printed Name: Anthony Ray

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:** MÖBLEY, 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:**

**SECRETARY:**

**DLVD/PARISH PRESIDENT:**

**APPROVED:**

**DISAPPROVED:**

**PARISH PRESIDENT:**

**RETD/SECRETARY:**

**AT: 10:47 am**

**RECD BY:**