#### ACT OF SALE

#### UNITED STATES OF AMERICA

BY: ANTHONY J. ZELLER, SR.

## STATE OF LOUISIANA

#### TO: ST. CHARLES PARISH PARISH OF ST. CHARLES

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

**BEFORE the undersigned,** Notary Public, duly commissioned and qualified, in and for the Parish of St. Charles, therein residing, and in the presence of the witnesses hereinafter named and undersigned:

### PERSONALLY, CAME AND APPEARED:

**ANTHONY J. ZELLER, SR.,** a person of the full age of majority and domiciled in the Parish of St. Charles, State of Louisiana, who declared that he has been married once and then to Hope Marie Pitre Walton Zeller with whom he is presently living and residing together with and whose current mailing address is 616 Kinler Street, Luling, LA 70070, and further declared that the property being sold herein is his separate and paraphernal property;

hereinafter collectively 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 sellers' personal rights to sue for property damages, unto:

**ST. CHARLES PARISH** (\*\*-\*\*\*1208), a political subdivision of the State of Louisiana, herein represented by Matthew Jewell, its Parish President, whose mailing address is P.O. Box 302, Hahnville, LA 70057; authorized pursuant to Ordinance No. \_\_\_\_\_\_ adopted by St. Charles Parish Council on the \_\_\_\_ day of \_\_\_\_\_, 2025, a 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:

ONE CERTAIN LOT OR PORTION OF GROUND, together with all the buildings and improvements thereon, all rights, ways, privileges, servitudes, and advantages thereunto belonging on anywise appertaining, located on Lot 16, Block C of Oak Ridge Park Subdivision in St. Charles Parish, Louisiana in Section 61, Township 13 South, Range 21 East, Southeastern West of the Mississippi Land District as per survey prepared by Crescent Engineering and Mapping, LLC, and Matthew Ledet, P.L.S. dated July 17, 2024 and revised April 22, 2025 and May 29, 2025, said map being attached hereto and made a part hereof, which property is more particularly described as follows:

From a control point called CP 3 on the plat, which is a 2" aluminum cap on 1/2" iron rod, said point having coordinates of X=3586435.80 and Y=521584.59, said point being the point of commencement, proceed S36°01'26"W a distance of 1056.03 feet to a point having coordinates of X=3585814.72 and Y=520730.50, said point being the point of beginning; thence proceed S32°55'29"W a distance of 70.00 feet to a point; thence proceed N56°52'54"W a distance of 81.33 feet to a point, thence proceed N32°53'59"E a distance of 70.00 feet to a point; thence proceed S56°52'54"W a beginning.

All of which comprises Lot 16, as shown on sheet 9 and contains an area of 5696.40 square feet or 0.131 acres and bears parcel assessment number 103200C00016.

**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 any and all Declarations, Restrictions, and/or Covenants of record before this transfer and do 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 appraised price and sum of **\$42,500.00 (FORTY-TWO THOUSAND FIVE HUNDRED DOLLARS 00/100),** which 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.

SELLER confirms that all property taxes for 2024 have been paid. Any and all property taxes for 2025, to the extent applicable, shall be prorated between both parties as of the date of the execution of this sale.

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 nonproduction. 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.

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.

#### [Remainder of page left intentionally blank]

THUS, DONE AND PASSED at Hahnville, Louisiana, on this \_\_\_\_ day of \_\_\_\_\_, 2025, 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:

# **ST. CHARLES PARISH**

Printed Name:

BY: MATTHEW JEWELL, its PARISH PRESIDENT

Printed Name:

# NOTARY PUBLIC

THUS, DONE AND PASSED at \_\_\_\_\_, Louisiana, on this \_\_\_\_\_ day of \_\_\_\_\_\_, 2025 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:

**SELLER:** 

Printed Name:

Printed Name:\_\_\_\_\_

ANTHONY J. ZELLER, SR.

NOTARY PUBLIC

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