

2022-0346 *Ord.*

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT  
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 22-12-11

An ordinance to approve and authorize the Parish President to execute an Act of Sale from Andrew Lemmon, Mary Lauren Lemmon, Jeanne Roslyn Lemmon, Lydia Carla Lemmon, James J. Lemmon, and Patrick Lemmon, herein collectively referred to as owners, for the purchase of property needed for additional growth of the St. Charles Parish Courthouse Complex.

**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 to the rear of 15058 and 15068 River Road in Hahnville further described as Lot B situated in Sections 18 and 22, Township 13 South, Range 20 East, St. Charles Parish, Hahnville, Louisiana, will provide land for future growth of the St. Charles Parish Courthouse Complex; and,

**WHEREAS,** an appraisal dated May 2, 2022 valued the property at \$250,000.00. See attached appraisal; and,

**WHEREAS,** the owners of the property expressed a desire to sell the property to the Parish in the amount of \$250,000.00; and,

**WHEREAS,** the Parish President has executed a Purchase Agreement regarding the sale and purchase of the property 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 Agreement to Purchase and Sell Property attached herein, located to the rear of 15058 River Road and 15068 River Road in Hahnville, and further described as Lot B situated in Sections 18 and 22, Township 13 South, Range 20 East, St. Charles Parish, Hahnville, Louisiana in the amount of \$250,000.00.

**SECTION II.** That the Parish President is further hereby authorized to execute any and all documents deemed necessary to purchase the property located to the rear of 15058 River Road and 15068 River Road, Hahnville, located to the rear of 15058 River Road and 15068 River Road in Hahnville, and further described as Lot B situated in Sections 18 and 22, Township 13 South, Range 20 East, St. Charles Parish, Hahnville, Louisiana .

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

YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-CORMIER  
NAYS: NONE  
ABSENT: NONE

And the ordinance was declared adopted this 19th day of December, 2022, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Bob Frisley*  
SECRETARY: *Michelle Dupontato*  
DLVD/PARISH PRESIDENT: December 19, 2022  
APPROVED:  DISAPPROVED:   
PARISH PRESIDENT: *Matthew Jewell*  
RETD/SECRETARY: December 19, 2022  
AT: 7:00pm RECD BY: *[Signature]*

RECORDED IN THE ST. CHARLES PARISH  
CLERK OF COURT OFFICE  
ON 3/8/23  
AS ENTRY NO. 473732  
*Instrument*  
IN MORTGAGE/CONVEYANCE BOOK  
NO. N/A FOLIO N/A

*Not recorded by the Council office. Recorded by Riverview Title, Louis Authement (ordinance 22-12-11 only, along with Cash Sale)*

**CASH SALE**

**UNITED STATES OF AMERICA**

**BY: ANDREW A. LEMMON, et als.**

**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:**

**ANDREW A. LEMMON (\*\*-\*\*-9899)**, 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 but twice, first to Carol Locke, from whom he was divorced and second to Joan Folse, with whom he is presently living and residing; and his current mailing address is P.O. Box 904, Hahnville, LA 70057; and

**MARY LAUREN LEMMON (\*\*-\*\*-0044)**, a person of the full age of majority and domiciled in the Parish of St. Charles, State of Louisiana, who declared that she has been married but once and then to Daniel Leary, from whom she was divorced and since then has not remarried; and her current mailing address is 117 Wade Street, Luling, LA 70070; further that Mary Lauren Lemmon is represented herein by Andrew A. Lemmon, Agent and Attorney in Fact, as per Special Power of Attorney attached hereto and made a part hereof and said Andrew A. Lemmon declares that said power is still in full force and effect, that the principal is alive, has not been judicially interdicted or has filed bankruptcy; and

**JEANNE ROSLYN LEMMON (\*\*-\*\*-9955)**, a person of the full age of majority and domiciled in the Parish of St. Charles, State of Louisiana, who declared that she is not now nor has never been married; and her current mailing address is 4000 Tolmas Drive, Metairie, LA 70002; further that Jeanne Roslyn Lemmon is represented herein by Andrew A. Lemmon, Agent and Attorney in Fact, as per Special Power of Attorney attached hereto and made a part hereof and said Andrew A. Lemmon declares that said power is still in full force and effect, that the principal is alive, has not been judicially interdicted or has filed bankruptcy; and

**LYDIA CARLA LEMMON (\*\*-\*\*-9859)**, a person of the full age of majority and domiciled in the Colorado Springs, Colorado, who declared that she has been married but once and then to Shawn Thomas Hayes, with whom she is presently living and residing; and her current mailing address is 4975 Granby Circle, Colorado Springs, CO 80919 further that Lydia Carla Lemmon is represented herein by Andrew A. Lemmon, Agent and Attorney in Fact, as per Special Power of Attorney attached hereto and made a part hereof and said Andrew A. Lemmon declares that said power is still in full force and effect, that the principal is alive, has not been judicially interdicted or has filed bankruptcy; and

**JAMES J. LEMMON (\*\*-\*\*-7990)**, 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 but once and then to Jennifer Lemmon, from whom he was divorced and since then has not remarried; and his current mailing address is 403 Wade Street, Luling, LA 70070; further that James J. Lemmon is represented herein by Andrew A. Lemmon, Agent and Attorney in Fact, as per Special Power of Attorney attached hereto and made a part hereof and said Andrew A. Lemmon declares that said power is still in full force and effect, that the principal is alive, has not been judicially interdicted or has filed bankruptcy; and

**PATRICK J. LEMMON** (\*\*-\*\*-9923), a person of the full age of majority and domiciled in the Portland, Oregon, who declared that he has been married but once and then to Michelle Hynes, with whom he is presently living and residing; and his current mailing address is 1807 NE 26<sup>th</sup> Avenue, Portland, OR 97212; further that Patrick J. Lemmon is represented herein by Andrew A. Lemmon, Agent and Attorney in Fact, as per Special Power of Attorney attached hereto and made a part hereof and said Andrew A. Lemmon declares that said power is still in full force and effect, that the principal is alive, has not been judicially interdicted or has filed bankruptcy;  
and

hereinafter referred to as sellers, who declared that they do by these presents grant, bargain, sell, convey, transfer, assign, set over, abandon, and deliver, with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which they have 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. 21-1-7 adopted by St. Charles Parish Council on the 25<sup>th</sup> day of January, 2021, 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:

**A CERTAIN PARCEL OF GROUND**, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances, and advantages thereunto belonging or in anywise appertaining, situated in Parish of St. Charles, State of Louisiana, on the right bank of the Mississippi River and which property is more fully described according to a survey by R.P. Bernard dated July 12, 2004 and recorded at COB 664, folio 106 in the records of St. Charles Parish, Louisiana. According to said survey, said lot is designated as "LOT B" and measures as follows: Commences at U.S. Engineer's Levee Monument #378, thence along the centerline of the levee South 13 degrees, 44 minutes and 09 seconds West, a distance of 584.59' to a point and corner. Thence run South 64 degrees and 44 minutes West, a distance of 129.18' to a fence corner and the point of beginning. Thence continue along this same line a distance of 406.29' to a point. Thence run North 25 degrees and 16 minutes East, a distance of 185.0' to point and corner. Thence run North 64 degrees and 44 minutes East, a distance of 556.11' to the toe of the levee. Thence run South 13 degrees, 44 minutes and 9 seconds West, a distance of 238.06' to the point of beginning, containing 89,024 square feet, all as more fully shown on a plat of survey by R.P. Bernard, Professional Land Surveyor, dated 7/12/04 and updated 7/30/04, recorded at COB 664, page 106. Access to Lot B is obtained through that Access Servitude across Lot A depicted on the above-referenced survey.

Being of the same property acquired by sellers herein by Act of Donation dated November 2, 2009 recorded in COB 736, folio 597 in the official records of St. Charles Parish, LA.

The above-described property is subject to the following:

1. 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.

2. 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.

**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 price and sum of **TWO HUNDRED FIFTY THOUSAND AND NO/100 (\$250,000.00) DOLLARS** Cash, which the said purchaser has well and truly paid, in ready and current money to the said sellers who hereby acknowledge 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. To the extent purchaser intends to use the property as a domicile, the undersigned notary hereby advises purchaser of the need to file for the homestead exemption in the parish in which the property is located.

All State and Parish taxes up to and including the taxes due and exigible in 2022 have been paid as per representation by sellers herein, taxes due and exigible for the year 2023 will be paid in full by the purchaser 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 sellers herein further declare that they have 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.

**SPECIAL POWER OF ATTORNEY**

**UNITED STATES OF AMERICA**

STATE OF Louisiana

COUNTY OF St. Landry

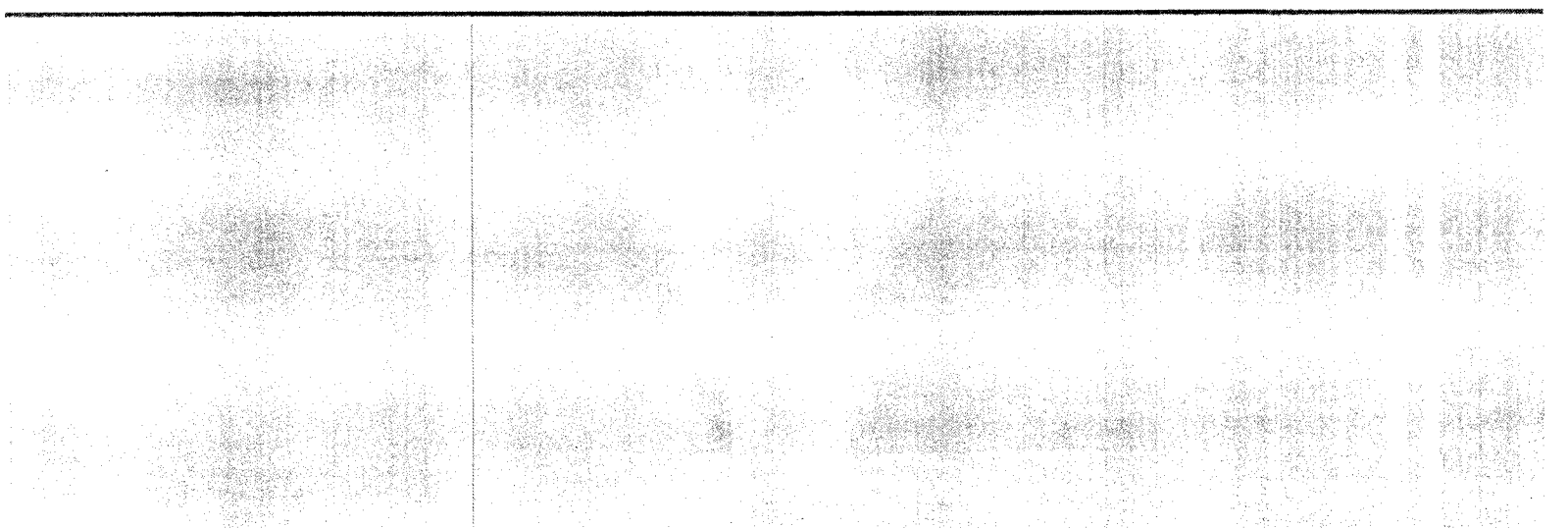
December 16, 2022

Before me, a Notary Public, duly commissioned and qualified in and for the above-indicated State and County, and in the presence of the undersigned witnesses, personally came and appeared the hereinafter named and undersigned Maryann Lemmon ("PRINCIPAL"), who declared under oath that she is of legal age and marital status as hereinafter set forth, and further that she does by these presents make, name, ordain, constitute, and appoint ANDREW A. LEMMON the hereinafter named AGENT and ATTORNEY-IN-FACT (hereinafter referred to as AGENT), of the full age of majority, to be her true and lawful AGENT, hereby giving and granting unto said AGENT full power and authority, for her, and in her name, place, and stead, to do and perform all the things and acts specified herein and in the numbered paragraph (s) indicated or completed below.

PRINCIPAL further authorizes and empowers said AGENT to do and perform any and every act, matter, and thing whatsoever, as shall or may be requisite and necessary in order to effectuate the purpose for which this power of attorney is granted, as fully and with like effect as if PRINCIPAL had been personally present and had done any such thing, performed any such act, and/or had signed any and all such document, deed, note, contract, application, or other agreement, PRINCIPAL hereby ratifying and confirming any and all things done by said AGENT and adopting them as her own act and deed.

PRINCIPAL further expressly stipulates that any ambiguities that may arise in the interpretation hereof shall be liberally construed so as to effectuate the purpose hereof and to validate all things done by AGENT. Whenever used herein, the singular number shall include the plural, and the masculine gender shall include all genders.

The purpose for which this power of attorney is granted is:



I.  Applicable

Not applicable

To direct, instruct, authorize, and permit AGENT to sell and deliver the hereinafter described real estate, and/or all PRINCIPAL'S right, title, and interest therein, without warranty of title and without subrogation of all actions of warranty, unto any person, firm, or corporation or association, for such price and on such terms and conditions as AGENT may deem proper, to pay and discharge any and all charges, expenses, and encumbrances in connection therewith, and to receive and receipt for the selling price.

II.  Applicable

Not applicable

To direct, instruct, authorize, and permit AGENT to purchase the hereinafter described real estate for the total price and sum of \$ \_\_\_\_\_ in cash.

III.  Applicable

Not applicable

To direct, instruct, authorize, and permit AGENT to borrow, from any person, firm or corporation, the total sum of \$ 250,000 said loan to be evidenced by PRINCIPAL'S promissory note and secured by vendor's lien and/or mortgage on the hereinafter described real estate, or PRINCIPAL'S undivided interest therein.

In the event that paragraphs II and/or III hereinabove shall be applicable, PRINCIPAL does hereby expressly authorize AGENT:

- a) To execute the necessary sale or resale or act of mortgage to create a vendor's lien in favor of any building and loan association, and/or to execute any act of sale and/or mortgage, conventional mortgage, or any form of mortgage required to obtain mortgage loan insurance or loan guarantees from the Veterans Administration or Federal Housing Administration, on such form and on such terms and conditions as the lender shall require, the said instrument to contain all usual Louisiana security clauses, including by way of example, but not limited to, confession of judgment, waiver of appraisalment, waiver of homestead exemption from seizure, and pact de non alienando.
- b) To make, execute and deliver in PRINCIPAL'S name a promissory note in the amount of the credit portion of the purchase price or the amount of the loan, said note to be payable as of such maturity and at such rate of interest and as such terms and conditions as

AGENT shall deem proper, AGENT may increase or decrease the amount of the note, not to exceed ten (10%) percent.

- c) In the event that any loan is obtained from a building and loan association, to subscribe to shares of stock in said association and to pledge same to secure the loan, and to agree to comply with all of the provisions of the charter, by-laws, and rules and regulations of such building and loan association, and all other things as such building and loan association shall require.
- d) To obligate PRINCIPAL jointly and in solido in the event that there are other borrowers or purchasers.

NAME, RESIDENCE AND MARITAL STATUS OF PRINCIPAL:

*Mr. Andrew Lemmon  
117 Maple Street  
Luling, LA 70070*

*married once to Pamela Leary - divorced*

NAME AND RESIDENCE OF AGENT:

**Andrew A. Lemmon  
16212 Reitan Road  
Bainbridge Island, Washington**

DESCRIPTION OF REAL ESTATE FORMING THE SUBJECT OF THIS POWER OF ATTORNEY:

**"Lot B situated in Sections 18 and 22, Township 13 South, Range 20 East, St. Charles Parish, Hahnville, Louisiana".**

THUS DONE AND PASSED, in multiple originals, at the Town and State aforesaid on the date above set forth, in the presence of the undersigned competent witnesses, who have heretofore signed their names with said PRINCIPAL and me, Notary, after due reading of the whole.

WITNESSES:

*Penny P. Bosco*  
\_\_\_\_\_  
Penny P. Bosco

*[Signature]*  
\_\_\_\_\_

*Mohamed Mahmoud*  
\_\_\_\_\_  
Mohamed Mahmoud

*Dorothy S. Watkins Lawrence*  
\_\_\_\_\_  
NOTARY PUBLIC

**DOROTHY S. WATKINS LAWRENCE  
NOTARY PUBLIC  
BAR NO. 21137  
PARISH OF ORLEANS, STATE OF LOUISIANA  
MY COMMISSION IS FOR LIFE**

Accepted By:

*[Signature]*  
\_\_\_\_\_

AGENT



**SPECIAL POWER OF ATTORNEY**

**UNITED STATES OF AMERICA**

STATE OF Louisiana  
COUNTY OF Jefferson

December 15, 2022

Before me, a Notary Public, duly commissioned and qualified in and for the above-indicated State and County, and in the presence of the undersigned witnesses, personally came and appeared the hereinafter named and undersigned Jeanne Roslyn Lemmon ("PRINCIPAL"), who declared under oath that he is of legal age and marital status as hereinafter set forth, and further that he does by these presents make, name, ordain, constitute, and appoint ANDREW A. LEMMON the hereinafter named AGENT and ATTORNEY-IN-FACT (hereinafter referred to as AGENT), of the full age of majority, to be h<sub>2</sub> true and lawful AGENT, hereby giving and granting unto said AGENT full power and authority, for h<sub>2</sub>, and in h<sub>2</sub> name, place, and stead, to do and perform all the things and acts specified herein and in the numbered paragraph (s) indicated or completed below.

PRINCIPAL further authorizes and empowers said AGENT to do and perform any and every act, matter, and thing whatsoever, as shall or may be requisite and necessary in order to effectuate the purpose for which this power of attorney is granted, as fully and with like effect as if PRINCIPAL had been personally present and had done any such thing, performed any such act, and/or had signed any and all such document, deed, note, contract, application, or other agreement, PRINCIPAL hereby ratifying and confirming any and all things done by said AGENT and adopting them as h<sub>2</sub> own act and deed.

PRINCIPAL further expressly stipulates that any ambiguities that may arise in the interpretation hereof shall be liberally construed so as to effectuate the purpose hereof and to validate all things done by AGENT. Whenever used herein, the singular number shall include the plural, and the masculine gender shall include all genders.

The purpose for which this power of attorney is granted is:

I.  Applicable

Not applicable

To direct, instruct, authorize, and permit AGENT to sell and deliver the hereinafter described real estate, and/or all PRINCIPAL'S right, title, and interest therein, without warranty of title and without subrogation of all actions of warranty, unto any person, firm, or corporation or association, for such price and on such terms and conditions as AGENT may deem proper, to pay and discharge any and all charges, expenses, and encumbrances in connection therewith, and to receive and receipt for the selling price.

II.  Applicable

Not applicable

To direct, instruct, authorize, and permit AGENT to purchase the hereinafter described real estate for the total price and sum of \$ \_\_\_\_\_ in cash.

III.  Applicable

Not applicable

To direct, instruct, authorize, and permit AGENT to borrow, from any person, firm or corporation, the total sum of \$ 250,000 said loan to be evidenced by PRINCIPAL'S promissory note and secured by vendor's lien and/or mortgage on the hereinafter described real estate, or PRINCIPAL'S undivided interest therein.

In the event that paragraphs II and/or III hereinabove shall be applicable, PRINCIPAL does hereby expressly authorize AGENT:

- a) To execute the necessary sale or resale or act of mortgage to create a vendor's lien in favor of any building and loan association, and/or to execute any act of sale and/or mortgage, conventional mortgage, or any form of mortgage required to obtain mortgage loan insurance or loan guarantees from the Veterans Administration or Federal Housing Administration, on such form and on such terms and conditions as the lender shall require, the said instrument to contain all usual Louisiana security clauses, including by way of example, but not limited to, confession of judgment, waiver of appraisalment, waiver of homestead exemption from seizure, and pact de non alienando.
- b) To make, execute and deliver in PRINCIPAL'S name a promissory note in the amount of the credit portion of the purchase price or the amount of the loan, said note to be payable as of such maturity and at such rate of interest and as such terms and conditions as

AGENT shall deem proper, AGENT may increase or decrease the amount of the note, not to exceed ten (10%) percent.

- c) In the event that any loan is obtained from a building and loan association, to subscribe to shares of stock in said association and to pledge same to secure the loan, and to agree to comply with all of the provisions of the charter, by-laws, and rules and regulations of such building and loan association, and all other things as such building and loan association shall require.
- d) To obligate PRINCIPAL jointly and in solido in the event that there are other borrowers or purchasers.

NAME, RESIDENCE AND MARITAL STATUS OF PRINCIPAL:

Jeanne Roslyn Lemmon  
4000 Tolmas Dr. Single  
Metairie, LA 70002

NAME AND RESIDENCE OF AGENT:

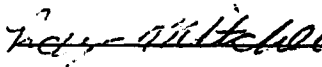
Andrew A. Lemmon  
16212 Reitan Road  
Bainbridge Island, Washington

DESCRIPTION OF REAL ESTATE FORMING THE SUBJECT OF THIS POWER OF ATTORNEY:

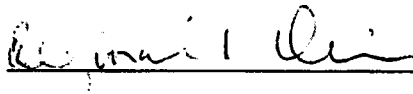
"Lot B situated in Sections 18 and 22, Township 13 South, Range 20 East, St. Charles Parish, Hahnville, Louisiana".

THUS DONE AND PASSED, in multiple originals, at the Town and State aforesaid on the date above set forth, in the presence of the undersigned competent witnesses, who have heretofore signed their names with said PRINCIPAL and me, Notary, after due reading of the whole.

WITNESSES:

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

NOTARY PUBLIC  
# 40765 Michael Leon Cohen

Accepted By:

  
\_\_\_\_\_  
AGENT

**SPECIAL POWER OF ATTORNEY**

**UNITED STATES OF AMERICA**

STATE OF COLORADO

COUNTY OF EL PASO

December 15, 2022

Before me, a Notary Public, duly commissioned and qualified in and for the above-indicated State and County, and in the presence of the undersigned witnesses, personally came and appeared the hereinafter named and undersigned LYDA CARLA LEMMON ("PRINCIPAL"), who declared under oath that she is of legal age and marital status as hereinafter set forth, and further that she does by these presents make, name, ordain, constitute, and appoint ANDREW A. LEMMON the hereinafter named AGENT and ATTORNEY-IN-FACT (hereinafter referred to as AGENT), of the full age of majority, to be her true and lawful AGENT, hereby giving and granting unto said AGENT full power and authority, for her, and in her name, place, and stead, to do and perform all the things and acts specified herein and in the numbered paragraph (s) indicated or completed below.

PRINCIPAL further authorizes and empowers said AGENT to do and perform any and every act, matter, and thing whatsoever, as shall or may be requisite and necessary in order to effectuate the purpose for which this power of attorney is granted, as fully and with like effect as if PRINCIPAL had been personally present and had done any such thing, performed any such act, and/or had signed any and all such document, deed, note, contract, application, or other agreement, PRINCIPAL hereby ratifying and confirming any and all things done by said AGENT and adopting them as her own act and deed.

PRINCIPAL further expressly stipulates that any ambiguities that may arise in the interpretation hereof shall be liberally construed so as to effectuate the purpose hereof and to validate all things done by AGENT. Whenever used herein, the singular number shall include the plural, and the masculine gender shall include all genders.

The purpose for which this power of attorney is granted is:

I.  Applicable

Not applicable

To direct, instruct, authorize, and permit AGENT to sell and deliver the hereinafter described real estate, and/or all PRINCIPAL'S right, title, and interest therein, without warranty of title and without subrogation of all actions of warranty, unto any person, firm, or corporation or association, for such price and on such terms and conditions as AGENT may deem proper, to pay and discharge any and all charges, expenses, and encumbrances in connection therewith, and to receive and receipt for the selling price.

II.  Applicable

Not applicable

To direct, instruct, authorize, and permit AGENT to purchase the hereinafter described real estate for the total price and sum of \$ \_\_\_\_\_ in cash.

III.  Applicable

Not applicable

To direct, instruct, authorize, and permit AGENT to borrow, from any person, firm or corporation, the total sum of \$ 250,000 said loan to be evidenced by PRINCIPAL'S promissory note and secured by vendor's lien and/or mortgage on the hereinafter described real estate, or PRINCIPAL'S undivided interest therein.

In the event that paragraphs II and/or III hereinabove shall be applicable, PRINCIPAL does hereby expressly authorize AGENT:

- a) To execute the necessary sale or resale or act of mortgage to create a vendor's lien in favor of any building and loan association, and/or to execute any act of sale and/or mortgage, conventional mortgage, or any form of mortgage required to obtain mortgage loan insurance or loan guarantees from the Veterans Administration or Federal Housing Administration, on such form and on such terms and conditions as the lender shall require, the said instrument to contain all usual Louisiana security clauses, including by way of example, but not limited to, confession of judgment, waiver of appraisalment, waiver of homestead exemption from seizure, and pact de non alienando.
- b) To make, execute and deliver in PRINCIPAL'S name a promissory note in the amount of the credit portion of the purchase price or the amount of the loan, said note to be payable as of such maturity and at such rate of interest and as such terms and conditions as AGENT

shall deem proper, AGENT may increase or decrease the amount of the note, not to exceed ten (10%) percent.

- c) In the event that any loan is obtained from a building and loan association, to subscribe to shares of stock in said association and to pledge same to secure the loan, and to agree to comply with all of the provisions of the charter, by-laws, and rules and regulations of such building and loan association, and all other things as such building and loan association shall require.
- d) To obligate PRINCIPAL jointly and in solido in the event that there are other borrowers or purchasers.

NAME, RESIDENCE AND MARITAL STATUS OF PRINCIPAL:

LIDIA CARLA LEMMON (MARRIED)  
4975 GRIMBY CIRCLE  
CO. SPRINGS, CO 80919

NAME AND RESIDENCE OF AGENT:

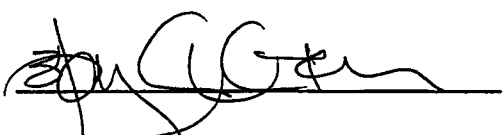
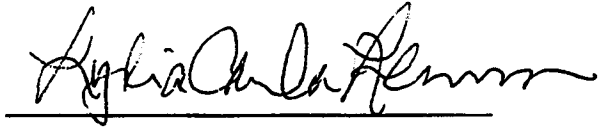

Andrew A. Lemmon  
16212 Reitan Road  
Bainbridge Island, Washington

DESCRIPTION OF REAL ESTATE FORMING THE SUBJECT OF THIS POWER OF ATTORNEY:

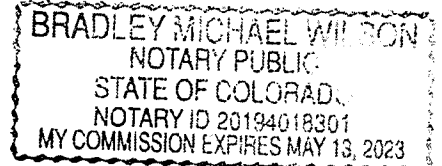
**"Lot B situated in Sections 18 and 22, Township 13 South, Range 20 East, St. Charles Parish, Hahnville, Louisiana".**

THUS DONE AND PASSED, in multiple originals, at the Town and State aforesaid on the date above set forth, in the presence of the undersigned competent witnesses, who have heretofore signed their names with said PRINCIPAL and me, Notary, after due reading of the whole.

WITNESSES:

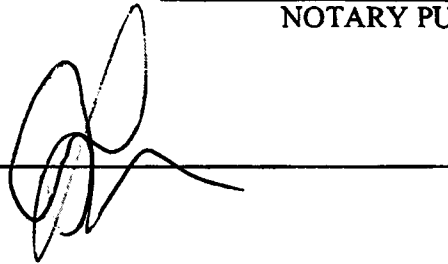
  
  


  
NOTARY PUBLIC



Accepted By:

AGENT



**SPECIAL POWER OF ATTORNEY**

**UNITED STATES OF AMERICA**

STATE OF LOUISIANA

COUNTY OF ST. CHARLES

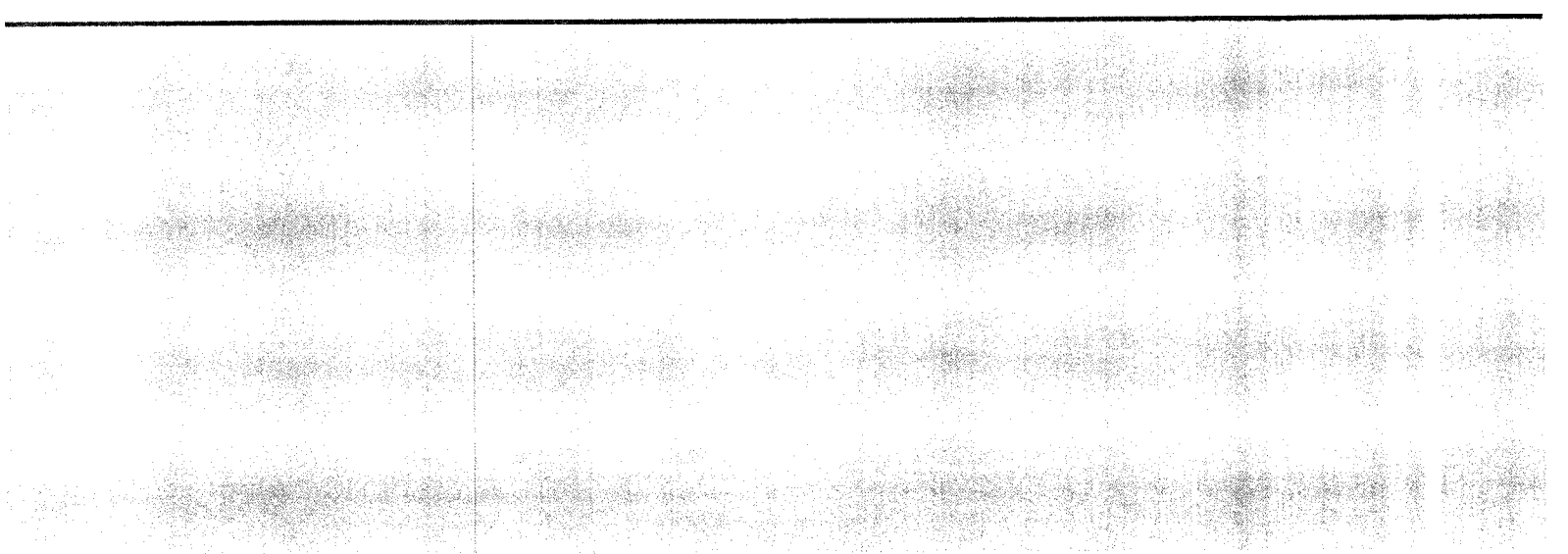
December 15, 2022

Before me, a Notary Public, duly commissioned and qualified in and for the above-indicated State and County, and in the presence of the undersigned witnesses, personally came and appeared the hereinafter named and undersigned JAMES J. LEMMON ("PRINCIPAL"), who declared under oath that he is of legal age and marital status as hereinafter set forth, and further that he does by these presents make, name, ordain, constitute, and appoint ANDREW A. LEMMON the hereinafter named AGENT and ATTORNEY-IN-FACT (hereinafter referred to as AGENT), of the full age of majority, to be his true and lawful AGENT, hereby giving and granting unto said AGENT full power and authority, for him, and in his name, place, and stead, to do and perform all the things and acts specified herein and in the numbered paragraph (s) indicated or completed below.

PRINCIPAL further authorizes and empowers said AGENT to do and perform any and every act, matter, and thing whatsoever, as shall or may be requisite and necessary in order to effectuate the purpose for which this power of attorney is granted, as fully and with like effect as if PRINCIPAL had been personally present and had done any such thing, performed any such act, and/or had signed any and all such document, deed, note, contract, application, or other agreement, PRINCIPAL hereby ratifying and confirming any and all things done by said AGENT and adopting them as his own act and deed.

PRINCIPAL further expressly stipulates that any ambiguities that may arise in the interpretation hereof shall be liberally construed so as to effectuate the purpose hereof and to validate all things done by AGENT. Whenever used herein, the singular number shall include the plural, and the masculine gender shall include all genders.

The purpose for which this power of attorney is granted is:



I.  Applicable

Not applicable

To direct, instruct, authorize, and permit AGENT to sell and deliver the hereinafter described real estate, and/or all PRINCIPAL'S right, title, and interest therein, without warranty of title and without subrogation of all actions of warranty, unto any person, firm, or corporation or association, for such price and on such terms and conditions as AGENT may deem proper, to pay and discharge any and all charges, expenses, and encumbrances in connection therewith, and to receive and receipt for the selling price.

II.  Applicable

Not applicable

To direct, instruct, authorize, and permit AGENT to purchase the hereinafter described real estate for the total price and sum of \$ \_\_\_\_\_ in cash.

III.  Applicable

Not applicable

To direct, instruct, authorize, and permit AGENT to borrow, from any person, firm or corporation, the total sum of \$ 250,000 said loan to be evidenced by PRINCIPAL'S promissory note and secured by vendor's lien and/or mortgage on the hereinafter described real estate, or PRINCIPAL'S undivided interest therein.

In the event that paragraphs II and/or III hereinabove shall be applicable, PRINCIPAL does hereby expressly authorize AGENT:

- a) To execute the necessary sale or resale or act of mortgage to create a vendor's lien in favor of any building and loan association, and/or to execute any act of sale and/or mortgage, conventional mortgage, or any form of mortgage required to obtain mortgage loan insurance or loan guarantees from the Veterans Administration or Federal Housing Administration, on such form and on such terms and conditions as the lender shall require, the said instrument to contain all usual Louisiana security clauses, including by way of example, but not limited to, confession of judgment, waiver of appraisalment, waiver of homestead exemption from seizure, and pact de non alienando.
- b) To make, execute and deliver in PRINCIPAL'S name a promissory note in the amount of the credit portion of the purchase price or the amount of the loan, said note to be payable as of such maturity and at such rate of interest and as such terms and conditions as AGENT



shall deem proper, AGENT may increase or decrease the amount of the note, not to exceed ten (10%) percent.

- c) In the event that any loan is obtained from a building and loan association, to subscribe to shares of stock in said association and to pledge same to secure the loan, and to agree to comply with all of the provisions of the charter, by-laws, and rules and regulations of such building and loan association, and all other things as such building and loan association shall require.
- d) To obligate PRINCIPAL jointly and in solido in the event that there are other borrowers or purchasers.

NAME, RESIDENCE AND MARITAL STATUS OF PRINCIPAL:

*James J. Lemmon* *Not married*  
*403 Wadsworth*  
*Living, LA 70070*

NAME AND RESIDENCE OF AGENT:

**Andrew A. Lemmon**  
**16212 Reitan Road**  
**Bainbridge Island, Washington**

DESCRIPTION OF REAL ESTATE FORMING THE SUBJECT OF THIS POWER OF ATTORNEY:

**"Lot B situated in Sections 18 and 22, Township 13 South, Range 20 East, St. Charles Parish, Hahnville, Louisiana".**

THUS DONE AND PASSED, in multiple originals, at the Town and State aforesaid on the date above set forth, in the presence of the undersigned competent witnesses, who have heretofore signed their names with said PRINCIPAL and me, Notary, after due reading of the whole.

WITNESSES:

*[Signature]*  
 \_\_\_\_\_  
*Chris Sett*  
 \_\_\_\_\_

*[Signature]*  
 \_\_\_\_\_

*[Signature]*  
 \_\_\_\_\_  
 NOTARY PUBLIC

Accepted By: *[Signature]*  
 \_\_\_\_\_  
 AGENT

**SCOTT J. FALGOUST**  
**ATTORNEY/NOTARY PUBLIC**  
**BAR # 33545/NOTARY ID #132764**  
**Parish of St. Charles**  
**State of Louisiana**  
**My Commission is for life.**

**SWORN TO AND SUBSCRIBED**  
**BEFORE ME ON THIS** *16<sup>th</sup>*  
**DAY OF** *December*, *2022*

**SPECIAL POWER OF ATTORNEY**

**UNITED STATES OF AMERICA**

STATE OF Oregon  
COUNTY OF Multnomah

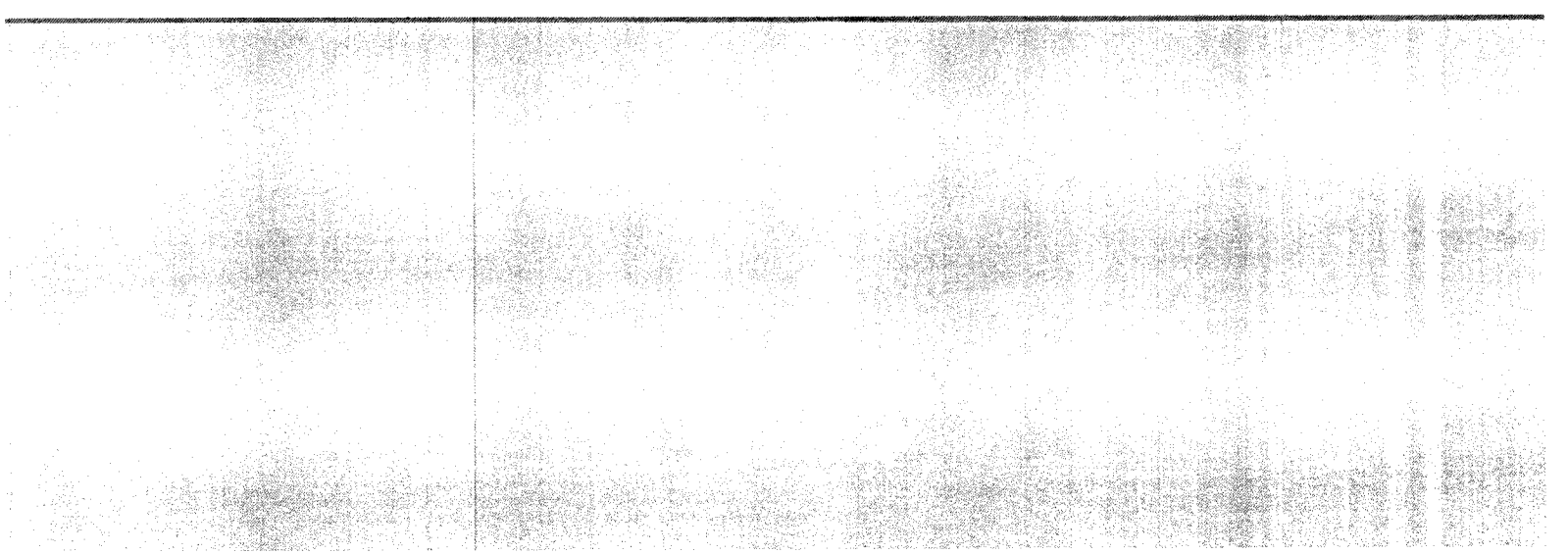
December 15, 2022

Before me, a Notary Public, duly commissioned and qualified in and for the above-indicated State and County, and in the presence of the undersigned witnesses, personally came and appeared the hereinafter named and undersigned Patrick Lemmon ("PRINCIPAL"), who declared under oath that he is of legal age and marital status as hereinafter set forth, and further that he does by these presents make, name, ordain, constitute, and appoint ANDREW A. LEMMON the hereinafter named AGENT and ATTORNEY-IN-FACT (hereinafter referred to as AGENT), of the full age of majority, to be his true and lawful AGENT, hereby giving and granting unto said AGENT full power and authority, for him, and in his name, place, and stead, to do and perform all the things and acts specified herein and in the numbered paragraph (s) indicated or completed below.

PRINCIPAL further authorizes and empowers said AGENT to do and perform any and every act, matter, and thing whatsoever, as shall or may be requisite and necessary in order to effectuate the purpose for which this power of attorney is granted, as fully and with like effect as if PRINCIPAL had been personally present and had done any such thing, performed any such act, and/or had signed any and all such document, deed, note, contract, application, or other agreement, PRINCIPAL hereby ratifying and confirming any and all things done by said AGENT and adopting them as his own act and deed.

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Not applicable

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II.  Applicable

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III.  Applicable

Not applicable

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shall deem proper, AGENT may increase or decrease the amount of the note, not to exceed ten (10%) percent.

- c) In the event that any loan is obtained from a building and loan association, to subscribe to shares of stock in said association and to pledge same to secure the loan, and to agree to comply with all of the provisions of the charter, by-laws, and rules and regulations of such building and loan association, and all other things as such building and loan association shall require.
- d) To obligate PRINCIPAL jointly and in solido in the event that there are other borrowers or purchasers.

NAME, RESIDENCE AND MARITAL STATUS OF PRINCIPAL:

Patrick Lemmon  
1807 NE 26<sup>th</sup> Ave.  
Portland, OR 97212  
married

NAME AND RESIDENCE OF AGENT:

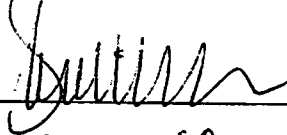
Andrew A. Lemmon  
16212 Reitan Road  
Bainbridge Island, Washington

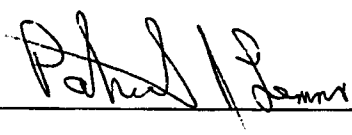
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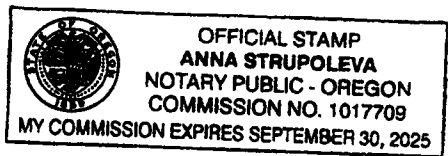
WITNESSES:

  
\_\_\_\_\_

  
\_\_\_\_\_

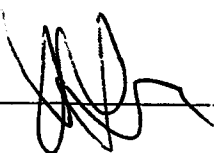
  
\_\_\_\_\_

  
\_\_\_\_\_  
NOTARY PUBLIC



Accepted By:

AGENT

  
\_\_\_\_\_

**2022-0346**

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT  
(DEPARTMENT OF PUBLIC WORKS)**

**ORDINANCE NO. 22-12-11**

An ordinance to approve and authorize the Parish President to execute an Act of Sale from Andrew Lemmon, Mary Lauren Lemmon, Jeanne Roslyn Lemmon, Lydia Carla Lemmon, James J. Lemmon, and Patrick Lemmon, herein collectively referred to as owners, for the purchase of property needed for additional growth of the St. Charles Parish Courthouse Complex.

**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 to the rear of 15058 and 15068 River Road in Hahnville further described as Lot B situated in Sections 18 and 22, Township 13 South, Range 20 East, St. Charles Parish, Hahnville, Louisiana, will provide land for future growth of the St. Charles Parish Courthouse Complex; and,

**WHEREAS,** an appraisal dated May 2, 2022 valued the property at \$250,000.00. See attached appraisal; and,

**WHEREAS,** the owners of the property expressed a desire to sell the property to the Parish in the amount of \$250,000.00; and,

**WHEREAS,** the Parish President has executed a Purchase Agreement regarding the sale and purchase of the property 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 Agreement to Purchase and Sell Property attached herein, located to the rear of 15058 River Road and 15068 River Road in Hahnville, and further described as Lot B situated in Sections 18 and 22, Township 13 South, Range 20 East, St. Charles Parish, Hahnville, Louisiana in the amount of \$250,000.00.

**SECTION II.** That the Parish President is further hereby authorized to execute any and all documents deemed necessary to purchase the property located to the rear of 15058 River Road and 15068 River Road, Hahnville, located to the rear of 15058 River Road and 15068 River Road in Hahnville, and further described as Lot B situated in Sections 18 and 22, Township 13 South, Range 20 East, St. Charles Parish, Hahnville, Louisiana .

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

**YEAS:** BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-CORMIER  
**NAYS:** NONE  
**ABSENT:** NONE

And the ordinance was declared adopted this 19th day of December, 2022, to become effective five (5) days after publication in the Official Journal.

**CHAIRMAN:** Bob Frisley  
**SECRETARY:** Michelle Dupontabo  
**DLVD/PARISH PRESIDENT:** December 19, 2022  
**APPROVED:**  **DISAPPROVED:**

CERTIFIED TRUE & CORRECT AS PER  
MINUTES DATED 12/19/22

Michelle Dupontabo  
SECRETARY  
ST. CHARLES PARISH COUNCIL

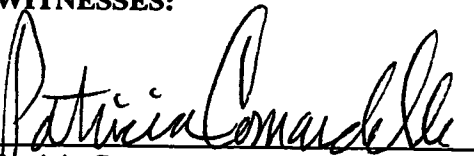
**PARISH PRESIDENT:** Matthew Jewell  
**RETD/SECRETARY:** December 19, 2022  
**AT:** 7:00pm **RECD BY:** [Signature]

**RECEIVED**

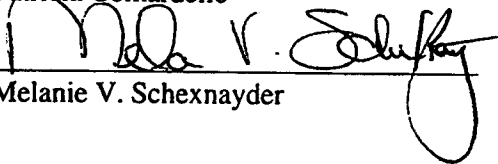
FEB 17 2023

THUS, DONE AND PASSED at Luling, Louisiana, on this 23<sup>rd</sup> day of February, 2023, 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.

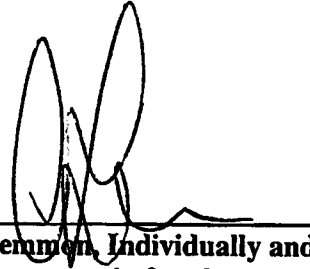
**WITNESSES:**



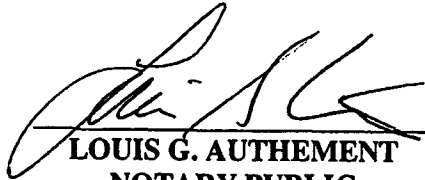
Patricia Comardelle



Melanie V. Schexnayder



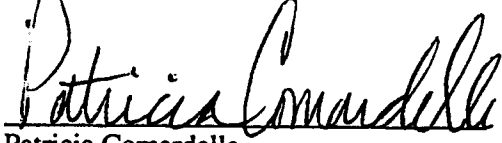
Andrew A. Lemmon, Individually and as agent and attorney in fact for Mary Lauren Lemmon, Jeanne Roslyn Lemmon, Lydia Carla Lemmon, James J. Lemmon and Patrick Lemmon

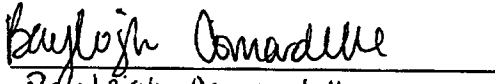


**LOUIS G. AUTHEMENT  
NOTARY PUBLIC  
NOTARY ID#25814  
RIVERVIEW TITLE, LLC  
13919 RIVER ROAD, STE. 300  
LULING, LA 70070**

THUS, DONE AND PASSED at Luling, Louisiana, on this 7<sup>th</sup> day of March, 2023, 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:

  
Patricia Comardelle

  
Bayleigh Comardelle

ST. CHARLES PARISH

  
BY: MATTHEW JEWELL,  
its PARISH PRESIDENT

  
LOUIS G. AUTHEMENT  
NOTARY PUBLIC  
NOTARY ID#25814  
RIVERVIEW TITLE, LLC  
13919 RIVER ROAD, STE. 300  
LULING, LA 70070