

Decl.

2007-0325

**INTRODUCED BY: ALBERT D. LAQUE, PARISH PRESIDENT
(DEPARTMENT OF EMERGENCY PREPAREDNESS)**

ORDINANCE NO. 07-11-8

An ordinance to approve and authorize the execution of an Act of Sale by Elizabeth Pope wife of/and Casey M Weber for the property located at 102 Thomas Colby Drive, Lot 2, Ormond Plantation Estates, Section 1, Square No. 11, Destrehan, Louisiana.

WHEREAS, St. Charles Parish is participating in the Hazard Mitigation Grant Program of the Federal Emergency Management Agency; and,

WHEREAS, the property located at 102 Thomas Colby Drive, Destrehan, Louisiana has been accepted into the program and can now be acquired by the Parish, and,

WHEREAS, it is the desire of the Parish Council to approve said Act of Sale within the guidelines of the program

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Act of Sale by and between Elizabeth Pope wife of/and Casey M Weber and St. Charles Parish in the amount of \$184,804.59 for the property located at 102 Thomas Colby Drive in Destrehan is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute said Act of Sale on behalf of St. Charles Parish.

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

YEAS: MARINO, FAUCHEUX, HILAIRE, FABRE, RAMCHANDRAN, WALLS,
BLACK, MINNICH
NAYS: NONE
ABSENT: DUHE

And the ordinance was declared adopted this 5th day of November, 2007, to become effective (5) days after publication in the Official Journal

CHAIRMAN [Signature]
SECRETARY [Signature]
DLVD/PARISH PRESIDENT November 6, 2007
APPROVED [Signature] DISAPPROVED _____

PARISH PRESIDENT [Signature]
RETD/SECRETARY November 7, 2007
AT 10:45 Am RECD BY [Signature]

CASH SALE

UNITED STATES OF AMERICA

**FROM: ELIZABETH POPE WIFE OF/AND
CASEY M. WEBER**

STATE OF LOUISIANA

TO: ST. CHARLES PARISH

PARISH OF ST. CHARLES

BE IT KNOWN, that on this ____ day of _____, in the year of two thousand and seven (2007).

BEFORE ME, a Notary Public in and for the Parish of St. Charles, State of Louisiana, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

ELIZABETH POPE WIFE OF/AND CASEY M. WEBER (SS NO. XXX-XX-8935 AND XXX-XX-2623), both persons of the full age of majority and residents of and domiciled in St. Charles Parish, State of Louisiana, who declared before me, Notary, that they have been married but once and then to each other with whom they are presently living and residing. Mailing Address: 102 Thomas Coby Drive, Destrehan, Louisiana 70047

hereinafter designated as “vendors” who declared that for the consideration and upon the terms and conditions hereinafter expressed, said vendors do by these presents sell, grant, bargain, assign, transfer, deliver and abandon and set over under all lawful warranties and with substitution and subrogation to all rights and actions of warranty against all preceding owners and vendors, unto:

ST. CHARLES PARISH, a political subdivision of the State of Louisiana, herein represented by Albert D. Laque, its Parish President, and whose mailing address is P. O. Box 302, Hahnville, Louisiana, 70057; and pursuant to Ordinance No. 07-11-8, adopted by the St. Charles Parish Council on 11/5/07, a copy of which is annexed hereto and made a part hereof,

hereinafter designated as “purchaser”, here present, accepting and purchasing and acknowledging delivery and possession of the following described property, to-wit:

A CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, advantages and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, in Square No. 11, Ormond Plantation Estates, Section 1; designated as Lot No. 2 on the survey of DeLaureal Engineers, Inc., and according to said survey, said Lot No. 2 fronts on Thomas Coby Drive, Eighty (80’) feet to a point, thence further fronts on Thomas Coby Dive, Thirty-nine and Fifteen One Hundredths (60.71’) feet, a depth of

One Hundred Seventy-five (175') feet on the side line separating it from Lot 3 and a depth of One Hundred Eighty-two and Five One Hundredths (182.05') feet on the opposite side line and all as more fully shown on a plan of survey by J.J. Krebs & Sons, Inc., dated June 16, 1977, to show improvements, a certified copy of which is annexed to act passed before Thomas N. Lennox, Notary Public dated August 14, 1981, except that Lot No. 2 is shown as commencing One Hundred Nineteen and Fifteen One-Hundredths (119.15') feet from the corner of Ormond Boulevard and Thomas Coby Drive.

The improvements thereon bear the municipal number 102 Thomas Coby Drive, Destrehan, LA 70047.

Being the same property acquired by vendors from Inez Giafaglione Metcalfe and Robert Joseph Metcalfe by act before Timothy S. Marcel, Notary Public, dated April 22, 2005, recorded at COB 650, folio 371, of the official records of the Parish of St. Charles, State of Louisiana.

To have and to hold the said property unto the said purchaser forever. This present sale and conveyance is made and accepted for and in consideration of the sum and price of **ONE HUNDRED EIGHTY-FOUR THOUSAND EIGHT HUNDRD FOUR AND 59/100THS (\$184,804.59) DOLLARS**, lawful current money of the United States of America, which amount the said purchaser has paid in ready CASH, receipt of which is hereby acknowledged by the vendor, and full discharge and acquittance granted therefore.

Taxes for 2006 are paid. The parties hereto waive any conveyance, mortgage, tax and any other certificates and relieve and release me, Notary, from any and all responsibility in connection therewith. The parties also acknowledge that no examination of the title has been made by me, Notary, and agree to relieve, release, defend, save, hold harmless, and indemnify me, Notary, from any and all claims, liabilities, and responsibilities in connection therewith.

Whenever the word "vendor" is used in this act, it shall be construed to include "vendors", and whenever the word "purchaser" is used it shall be construed to include "purchasers".

All the agreements and stipulations herein contained, and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties hereto.

The certificate of mortgages required by Article 3364 of the revised Civil Code of Louisiana is hereby dispensed with by the parties hereto.

THUS DONE, READ AND PASSED at my office in the City of Destrehan, Parish and State aforesaid, in the presence of undersigned competent witnesses who have hereunto signed their names with the parties and me, said Notary, the day, month and year first above written.

WITNESSES:

ELIZABETH P. WEBER

CASEY M. WEBER

ST. CHARLES PARISH

BY: _____
ALBERT D. LAQUE
Parish President

ROBERT L. RAYMOND
NOTARY PUBLIC
BAR NO. 11408
14108 RIVER ROAD
DESTREHAN, LA 70047