

Ord.

2013-0483

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO. 14-1-11

An ordinance to approve and authorize the Parish President to acquire property located at Lot 6, River Bend Business Park, St. Charles Parish, Louisiana which property is more particularly described in the Cash Sale attached hereto and made a part hereof, at a price not to exceed its appraised value of \$215,000.00, from Collector Investments, L.L.C. and/or all other owners of record, as their interests may appear, said property to be used by St. Charles Parish for drainage purposes in connection with the River Bend Drainage Improvement Project.

WHEREAS, River Bend Business Park in St. Rose, St. Charles Parish, Louisiana has a history of severe flooding and drainage problems, specifically the area between the Illinois Central Railroad and the Kansas City Southern Railroad; and,

WHEREAS, An Engineering Analysis was done on the River Bend Business Park, which included recommendations to improve drainage of said area by creating a detention pond, and by improving the drainage conveyance system in said area; and,

WHEREAS, the proposed drainage improvement project requires the acquisition of Lot 6, River Bend Business Park, St. Rose, St. Charles Parish, Louisiana, described in the Cash Sale attached hereto; and,

WHEREAS, the drainage project and the acquisition of the hereinafter described property is in furtherance of the public's best interest and purpose, and is in satisfaction of a public need.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Parish President is hereby authorized to purchase at a price not to exceed its appraised value of \$215,000.00 the property more particularly described in the Cash Sale attached hereto and made a part hereof, from Collectors Investments L.L.C. and/or all other owners of record, as their interests may appear, said property is to be used by St. Charles Parish for drainage purposes, including but not limited to the placement and maintenance of a detention pond.

SECTION II. That the Parish President is hereby authorized to execute any and all documents necessary to complete said purchase.

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

- YEAS: SCHEXNAYDRE, TASTET, WILSON, WOODRUFF, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
- NAYS: NONE
- ABSENT: NONE

And the ordinance was declared adopted the 6th day of January, 2014, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____
 SECRETARY: _____
 DLVD/PARISH PRESIDENT: 1/21/14
 APPROVED: DISAPPROVED: _____
 PARISH PRESIDENT: W. St. Pierre
 RETD/SECRETARY: _____
 AT: 3:00pm RECD BY: [Signature]

RECORDED IN THE ST. CHARLES PARISH
 CLERK OF COURT OFFICE
 ON January 23, 2014
 AS ENTRY NO. 395004
 IN MORTGAGE/CONVEYANCE BOOK
 NO. 797 FOLIO 29

CASH SALE

UNITED STATES OF AMERICA

FROM: COLLECTOR INVESTMENTS, L.L.C. STATE OF LOUISIANA

TO: ST. CHARLES PARISH

PARISH OF ST. CHARLES

BE IT KNOWN, that on this 16th day of January, in the year two thousand and fourteen (2014).

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:

COLLECTOR INVESTMENTS, L.L.C., a Louisiana Limited Liability Company duly organized and existing in the laws of the State of Louisiana, domiciled in the Parish of Orleans, herein represented by Rick Lambert, its Sole Managing Member, and whose mailing address is 655 Highway 30, St. Gabriel, LA 70776.

hereinafter designated as "vendor" 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 V. J. St. Pierre, Jr., its Parish President, and whose mailing address is P. O. Box 302, Hahnville, Louisiana, 70057; and pursuant to Ordinance No. 14-1-11 adopted by the St. Charles Parish Council on January 6, 2014 a copy of which is attached 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:

ALL OF ITS UNDIVIDED INTEREST IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

A CERTAIN PIECE OR PORTION OF GROUND, situated in the STATE OF LOUISIANA, ST. CHARLES PARISH, SECTION 39, T12S, R9E, portion of FAIRVIEW PLANTATION, RIVER BEND BUSINESS PARK, bounded by ALMEDIA PLANTATION, L & A RAILROAD R/W and RIVER BEND BLVD., designated as LOT 6 and more fully described as follows:

Commence from the intersection of the southerly right of way line of Airline Highway and the westerly right of way line of River Bend Blvd.; thence along said westerly line S16 degrees, 10 minutes, 00 seconds E, a distance of 675.07' to a point on the southerly line of L. & A. Railroad R/W, the point of beginning. Measure thence from the point of beginning along said southerly line N72 degrees 56 minutes 16 seconds E a distance of 12.50' to a point on the westerly right of way line of River Bend Blvd.; thence along said westerly line in a southeasterly direction along the arc of a curve to the left having a radius of 185.40' an arc length of 239.81' to a point of reverse curve; thence continue along said westerly line in a southerly direction along the arc of a curve to the right having a radius of 133.42' an arc length of 40.96' to a point on the northerly line of Y. & M. V. Railroad R/W; thence along said northerly line S64 degrees 58 minutes 00 seconds W a distance of 442.50' to a point on the Section line common to Sections 39 and 40, T12S, R9E; thence along said common line N16 degrees 10 seconds 00 minutes W a distance of 256.75' to a point on the southerly line of L. & A. Railroad R/W; thence along said southerly line N 72 degrees 56 minutes 16 seconds E a distance of 250.00' to a point on the westerly right of way line of River Bend Blvd., the point of beginning.

All as more fully shown on plan of subdivision by J.J. Krebs & Sons, Inc. dated May 16, 1980, revised September 6, 1990.

All in accordance with survey by Krebs, LaSalle, LeMieux Consultants, Inc. dated August 20, 1996.

This lot was part of 93.89 acre tract and a 12.5 acre tract purchased by The Prudential Insurance Company of America by act dated February 13, 1980, registered in COB 242, folio 124, under Entry No. 74068, and act dated May 2, 1980, registered in COB 245, folio 742, under Entry No. 75185, respectively, in St. Charles Parish, LA.

Being the same property acquired from by Collector Investments L.L.C. from the Succession of Maxime J. Derbes, Jr., Phyllis Derbes Eagan, and Robancierose, LLC on November 30, 2005 and recorded in COB 660, Folio 171, St. Charles Parish, 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 **TWO HUNDRED FIFTEEN THOUSAND DOLLARS AND NO/100 (\$215,000.00)**, 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 therefor.

All State, Parish, and City taxes up to and including the taxes due and payable in 2010 are paid. The parties have prorated taxes due for years 2011, 2012 and 2013 to the date of the act of sale hereto. 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 Hahnville, 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:

Alvin H. Davis
ALVIN H. DAVIS
Dawn H. Hildon
DAWN H. HILDON

COLLECTOR INVESTMENTS, L.L.C.

[Signature]

BY: RICK LAMBERT
SOLE MANAGING MEMBER

[Signature]
NOTARY PUBLIC
LEON C. VIAL, III
NO. 13061

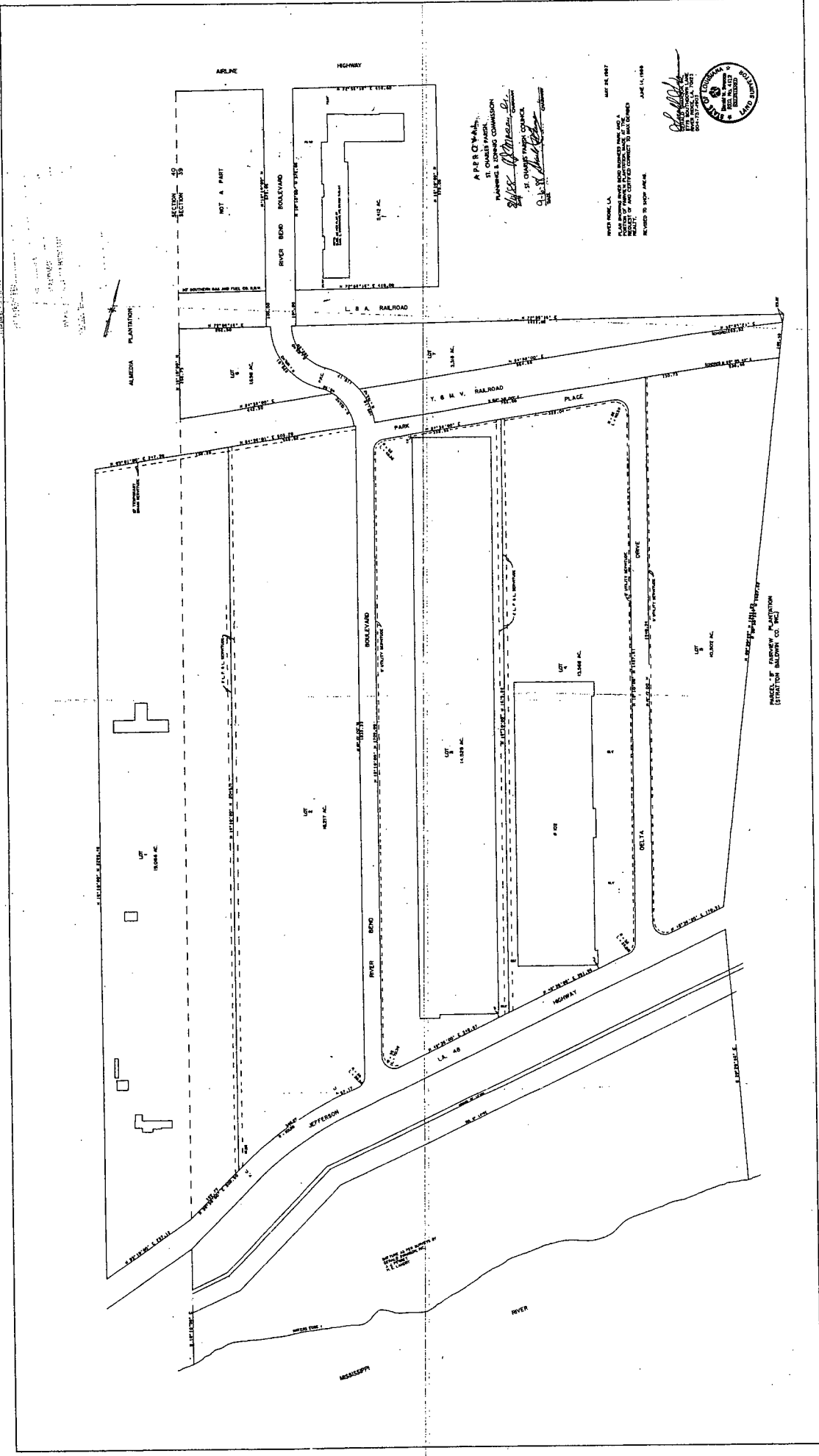
WITNESSES:

[Signature]
[Signature]

PARISH OF ST. CHARLES

[Signature]
BY: V. J. ST. PIERRE, JR.
PARISH PRESIDENT

[Signature]
NOTARY PUBLIC
LEON C. VIAL, III
NO. 13061



APPROVAL
 OF THE BOARD OF SUPERVISORS
 OF ALAMEDA COUNTY
 COUNTY OF ALAMEDA, CALIFORNIA
 JUNE 11, 1988

RECEIVED IN SUPERVISOR'S OFFICE
 JUNE 11, 1988



DEVELOPER: BROWN & CALDWELL
 1111 CALIFORNIA STREET, SAN FRANCISCO, CA 94109