



ST. CHARLES PARISH


OFFICE OF THE COUNCIL SECRETARY

P.O. BOX 302 • HAHNVILLE, LOUISIANA 70057
(985) 783-5125 • www.stcharlesparish.gov

COUNCIL OFFICE MEMORANDUM

DATE: JUNE 16, 2025

TO: MR. COREY OUBRE
LEGAL SERVICES DIRECTOR

FROM: MICHELLE IMPASTATO
COUNCIL SECRETARY 

RE: ACT OF SALE FROM ANTHONY J. ZELLER, SR.
LOT 16, BLOCK C, OAK RIDGE PARK SUBDIVISION

On June 16, 2025, the St. Charles Parish Council adopted Ordinance No. 25-6-8 approving and authorizing the Parish President to execute an Act of Sale from Anthony J. Zeller, Sr. for the purchase of property designated as Lot 16, Block C, Oak Ridge Park Subdivision (Parcel Assessment No. 103200C00016), for the Kinler and Paul Frederick Roadway and Drainage Improvements.

A copy of the ordinance and a fully executed copy of the Agreement to Purchase and Sell Property are enclosed along with four (4) Act of Sale documents to be notarized for execution. Also enclosed is a certified copy of Ordinance No. 25-6-8 for the closing attorney.

Per Legal, the Council Office is not required to record Ordinance No. 25-6-8 along with the pertinent documents in the Clerk of Court's Office. Once the acquisition is complete for the referenced, please forward a recorded copy to our office for our records.

MI/ag

Enclosures

cc: Parish Council
Ms. Samantha de Castro w/enclosure
Mr. Grant Dussom w/enclosure
Mr. Miles Bingham w/enclosure
Mr. Brandon Bernard w/enclosure

2025-0162

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

ORDINANCE NO. 25-6-8

An ordinance to approve and authorize the Parish President to execute an Act of Sale from Anthony J. Zeller, Sr. for the purchase of property designated as Lot 16, Block C, Oak Ridge Park Subdivision (Parcel Assessment No. 103200C00016), for the Kinler and Paul Frederick Roadway and Drainage Improvements.

- WHEREAS,** the streets of Kinler and Paul Frederick between Hackberry Street and Brooklyn Street have routinely experienced significant flooding resulting in the two streets to become impassable for long periods of time; and,
- WHEREAS,** the flooding of both Kinler and Paul Frederick Streets has caused degradation of the roadway surface and base material of the roadways; and,
- WHEREAS,** St. Charles Parish has established a project to improve the drainage on Kinler and Paul Frederick Streets and to repair the roadway surface; and,
- WHEREAS,** Ordinance No. 22-1-2 adopted on January 10, 2022, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with EJES Inc., to perform engineering services for Kinler and Paul Frederick Roadway and Drainage Improvements Project No. P210704, not exceed \$385,955.00; and,
- WHEREAS,** Ordinance No. 25-2-1 adopted on February 10, 2025, by the St. Charles Parish Council, approved and authorized the execution of Amendment No. 1 to Ordinance No. 22-1-2, which approved a Professional Services Agreement with EJES Inc., to perform engineering services for Kinler and Paul Frederick Roadway and Drainage Improvements (Project No. P210704), in the amount not to exceed \$358,896.00, increasing the overall contract amount to \$744,851.00, separating the project into three phases; and,
- WHEREAS,** Lot 16, Block C, Oak Ridge Park Subdivision (Parcel Assessment No. 103200C00016), was identified as one of the properties required to complete the Kinler and Paul Frederick Roadway and Drainage Improvements (Project No. 210704); and,
- WHEREAS,** an appraisal was completed on Lot 16, Block C, Oak Ridge Park Subdivision (Parcel Assessment No. 103200C00016) on May 9, 2025, resulting in the appraised value of \$42,500.00; and,
- WHEREAS,** the owner of Lot 16, Block C, Oak Ridge Park Subdivision (Parcel Assessment No. 103200C00016) has agreed to sell the property to St. Charles Parish at the appraised value of \$42,500.00; and,
- WHEREAS,** the Parish President has executed a Purchase Agreement regarding the sale and purchase of Lot 16, Block C, Oak Ridge Park Subdivision (Parcel Assessment No. 103200C00016) 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 at Lot 16, Block C, Oak Ridge Park Subdivision (Parcel Assessment No. 103200C00016) in the amount of \$42,500.00.

SECTION II. That the Parish President is further hereby authorized to execute any and all documents deemed necessary to purchase Lot 16, Block C, Oak Ridge Park Subdivision (Parcel Assessment No. 103200C00016).

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

YEAS: MOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE,
O'DANIELS, FISHER
NAYS: NONE
ABSENT: DEBRULER

And the ordinance was declared adopted this 16th day of June, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Holly Torosca

SECRETARY: Michelle Spataro

DLVD/PARISH PRESIDENT: June 17, 2025

APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell

RETD/SECRETARY: June 17, 2025

AT: 9:14am RECD BY: [Signature]

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. 25-6-8 adopted by St. Charles Parish Council on the 16th day of JUNE, 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"E a distance of 81.36 feet to the point of 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 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.

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: _____

ANTHONY J. ZELLER, SR.

Printed Name: _____

NOTARY PUBLIC

AGREEMENT TO PURCHASE AND SELL PROPERTY

**UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ST. CHARLES**

BE IT KNOWN, that on the dates executed below came:

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,

hereinafter sometimes referred to as “**Seller**” and

PARISH OF ST. CHARLES, a political subdivision of the State of Louisiana, whose mailing address is P.O. Box 302, Hahnville, Louisiana, 70057, acting herein by and through its duly authorized representative, Matthew Jewell, Parish President,

hereinafter sometimes referred to as “**Purchaser**,”

who declared that in consideration of the mutual obligations undertaken herein, and the mutual benefits to be received by the parties hereto, Seller agrees to sell his separate property and Purchaser agrees to purchase, on the terms and conditions and for the consideration hereinafter set forth, any and all of Seller’s interest in the property identified as **Lot 16, Block C, Oak Ridge Park Subdivision**.

The terms, conditions and consideration of said Act of Sale shall be as follows, to-wit:

1. The purchase price of said property shall be the sum of **Forty-Two Thousand Five Hundred Dollars 00/100 (\$42,500.00)**.

2. Except as hereinafter set forth, the Act of Sale will be executed before Purchaser’s Notary Public, each party to bear its own costs, on or before **August 8, 2025** provided that in the event bona fide curative work is required to remedy any title defects, the date of passage of the Act of Sale shall be extended for a period of ninety (90) days, provided further that all other conditions hereinafter set forth have been met.

3. The Act of Sale, when executed, shall be upon the following terms and conditions, to-wit:

- a. The entire purchase price shall be paid by Purchaser to Seller at the execution of the Act of Sale.
- b. Taxes for the calendar year in which the Act of Sale is completed, if any, shall be prorated.
- c. The sale is conditioned upon approval of all terms and conditions, including the sale price, by the St. Charles Parish Council in accordance with the governing rules of the Parish of St. Charles.
- d. Seller shall deliver occupancy and possession of the subject property to Purchaser at execution of the Act of Sale.
- e. Seller shall convey the subject property with clear title and **full warranty of title** and with full substitution to all rights and actions of warranty Sellers have against prior owners and warrantors.
- f. All outstanding and uncanceled mortgages, improvements liens and/or tax assessments of any kind recorded against the subject property as of

the date of the closing of Act of Sale, if any, are to be paid and/or cancelled by Seller at Seller's expense.

4. Provided that all of the conditions referred to above have been met, in the event Seller fails to comply with this Agreement for any reason, within the time specified, Purchaser may demand specific performance at Purchaser's option without any formality beyond tender of the purchase price within the time specified.

5. Provided that all of the conditions referred to above have been met, in the event Purchaser fails to comply with this Agreement within the time specified, Seller may demand specific performance at Seller's option without any formality beyond tender of title to Purchaser within the time specified.

6. Either party hereto who fails to comply with the terms of this Purchase Agreement is obligated to pay reasonable attorney's fees and all court costs and expenses incurred by the other party in enforcing their respective rights hereunder.

7. This Contract can be changed only by an agreement in writing signed by all parties.

8. Each party acknowledges receipt of a signed copy of this Agreement.

9. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, successors and/or assigns.

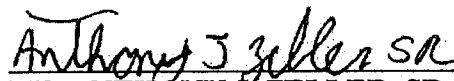
THUS DONE AND SIGNED by Purchaser on the 29th day of May 2025.

PURCHASER:
PARISH OF ST. CHARLES


BY: MATTHEW JEWELL
PARISH PRESIDENT

THUS DONE AND SIGNED by Seller on the 28th day of May 2025.

SELLER:


BY: ANTHONY J. ZELLER, SR.

2025-0162

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

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O'DANIELS, FISHER
NAYS: NONE
ABSENT: DEBRULER

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CHAIRMAN: Holly Fonseca

SECRETARY: Michelle Spadato

DLVD/PARISH PRESIDENT: June 17, 2025

APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell

RETD/SECRETARY: June 17, 2025

AT: 9:14am RECD BY: [Signature]