

2024-0331

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF LEGAL SERVICES)**

ORDINANCE NO. 24-10-5

An ordinance to approve and authorize the Parish President to execute an Act of Sale from One Buck Store, LLC, for the purchase of property located at 15110 River Road in Hahnville, in the amount of \$735,000.00.

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 at 15110 River Road in Hahnville will provide additional space for the housing of parish departments and other public uses; and,

WHEREAS, One Buck Store, LLC, the owner of the property, initially listed said property for sale at the price of \$850,000.00; and,

WHEREAS, an appraisal dated and valued as of July 24, 2024, prepared by Mosaic Property Valuations, valued the property at \$780,000.00; and,

WHEREAS, an appraisal dated and valued as of July 29, 2024, prepared by The Value Experts, valued the property at \$650,000.00; and,

WHEREAS, after extensive negotiations, the parties have agreed on a purchase and sale price of \$735,000.00; and,

WHEREAS, the Parish President has executed a Purchase Agreement regarding the purchase of this property for the sum of \$735,000.00, 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 attached agreement to Purchase and Sell Property which property is located at 15110 River Road in Hahnville, Louisiana, in the amount of \$735,000.00.

SECTION II. That the Parish President is further hereby authorized to execute an Act of Sale and any and all documents deemed necessary to purchase 15110 River Road, Hahnville, Louisiana.

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

YEAS: MOBLEY, FONSECA, WILSON, SKIBA, O'DANIELS, FISHER,
DEBRULER

NAYS: PILIE

ABSENT: COMARDELLE

And the ordinance was declared adopted this 21st day of October, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN:

By Fisher

SECRETARY:

Michelle Laportato

DLVD/PARISH PRESIDENT:

October 22, 2024

APPROVED:

DISAPPROVED:

PARISH PRESIDENT:

Matthew Jewell

RETD/SECRETARY:

October 23, 2024

AT: 10:47 am RECD BY:

[Signature]

OFFER TO PURCHASE PROPERTY

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF ST. CHARLES

ST. CHARLES PARISH, acting herein by and through its duly authorized representative, Matthew Jewell, Parish President, (hereinafter sometimes referred to as “**Purchaser**” or “**Offeror**”), who declared that for and in consideration of the mutual obligations undertaken herein, and the mutual benefits to be received by the parties herein, offers to purchase on the terms and conditions and for the consideration hereinafter set forth, any and all of **ONE BUCK STORE, LLC’s**, (hereinafter sometimes referred to as “**Vendor**”), interest (a 100% interest) in the property identified as Tract C-1A of the James P. Vial Estate, Hahnville, St. Charles Parish, Louisiana, bearing municipal number 15110 River Road, Hahnville, Louisiana 70057, said property more particularly described on Exhibit A attached hereto.

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

1. The purchase price for said property shall be the sum of SEVEN HUNDRED THOUSAND AND 00/100 (\$700,000.00) DOLLARS, Cash.
2. Except as hereinafter set forth, the Act of Sale is to be executed before Purchaser’s Notary Public at Purchaser’s expense on or before November 8, 2024, 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 thirty (30) days, provided further that all other conditions hereinafter set forth have been met.
3. The property which is the subject of this Offer to Purchase shall appraise for at least the amount of the purchase price.
4. 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 Vendor 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 pro-rated.
 - c. All closing costs, including any additional survey costs, if necessary, shall be paid by Purchaser.

- d. The sale is conditioned upon approval of all terms and conditions contained herein, including the purchase price, by the St. Charles Parish Council in accordance with the charter and the governing rules of the Parish of St. Charles.
 - e. Vendor shall deliver occupancy and possession of the subject property to Purchaser at execution of the Act of Sale.
 - f. Vendor shall convey the subject property in "as is" condition but with full warranty of title and with full substitution and subrogation to all rights and actions of warranty Vendor has against prior owners and warrantors.
 - g. The property in question will be sold and purchased subject to all title and zoning restrictions of record, and all rights of way, servitudes and/or easements, apparent or of record or imposed by law, affecting said property, and all mineral leases, valid and in extant, affecting said property.
 - h. All outstanding leases (except valid and extant mineral leases), mortgages, improvements, liens and/or tax assessments of any kind recorded against the subject property as of the date of the closing of the Act of Sale, if any, are to be paid and/or cancelled by Vendor at Vendor's expense.
5. Provided that all of the conditions referred to above have been met, in the event Vendor fails to comply with the 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.
6. 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, Vendor may demand specific performance at Vendor's option without any formality beyond tender of title to Purchaser with the time specified.
7. Either party hereto who fails to comply with the terms of this Purchase Agreement is obligated to pay reasonable attorney's fees and court costs and expenses incurred by the other party in enforcing their respective rights hereunder. The parties hereto agree that any litigation brought to resolve any dispute arising from this agreement shall be brought in the 29th Judicial District Court for the Parish of St. Charles.
8. This Contract can be changed or amended only by agreement in writing signed by all parties.
9. Each party acknowledges receipt of a signed copy of this Agreement.
10. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, successors and/or assigns.

THIS OFFER TO PURCHASE remains valid and open and may be accepted by Vendor until 5:00 o'clock p.m. C.D.T. on Friday, September 27, 2024, after which it is withdrawn and without force and effect.

ST. CHARLES PARISH

By: 
MATTHEW JEWELL, President

This offer is accepted on this 19th day of September 2024, at 2:00 o'clock P.m.

ONE BUCK STORE, L.L.C.

By: _____
WENDI TEMKIN, Manager

EXHIBIT A

That piece or portion of being Tract C-1A of the James P. Vial Estate, Tract situated in Section 18 & 22, T-13-S, R-20-E, Hahnville, St. Charles Parish, Louisiana per a resubdivision by Stephen P. Flynn, P.L.S. dated December 7, 2016 and being more fully described as follows:

Commence at point said point being the Southwest Intersection of Keller Place and LA Highway 18-River Road; Thence proceed in a Southwesterly direction along the West Right of Way of LA Highway 18-River Road a bearing of S09°12'28"W, a distance of 125.31' to a point; Thence proceed in a Northeasterly direction a bearing of N64°50'56"E, a distance of 63.30' to a point; Thence proceed in Southwesterly direction along the East Right of Way of LA Highway 18-River Road being the West Line of Tract C-1A a bearing of S08°48'48"W, a distance of 18.07' to a point; the Point of Beginning.

Thence proceed in Northeasterly direction along the North Line of Tract C-1A being the South Line of Tract C-2A a bearing of N64°55'16"E, a distance of 220.00' to a point; Thence proceed in a Southeasterly direction along the East Line of Tract C-1A being the West Line of Tract C-2A, a bearing of S25°04'44"E, a distance of 160.00' to a point; Thence proceed in a Southwesterly direction along the South Line of Tract C-1A being the North Line of Tract C-2A a bearing of S64°55'16"W, a distance of 327.48' to a point; Thence proceed in a Northeasterly direction along the West Line of Tract C-1A being the East Right of Way of LA Highway 18-River Road a bearing of N8°48'48"E, a distance of 192.75' to a point.



SELLER’S COUNTER OFFER # 1

Date: September 23, 2024

The Agreement to Purchase and Sell dated September 20, 2024, between: **St. Charles Parish**, acting herein by and through its duly authorized representative, Matthew Jewell, Parish President (Purchaser” or “Offeror”) and **One Buck Store, LLC** (Vendor) concerning the property known as: Tract C-1A of the James P. Vial Estate, Hahnville, St. Charles Parish, Louisiana, bearing a municipal number of 15110 River Road, Hahnville, Louisiana 70057, is not acceptable in its present form, but the following counter offer is hereby submitted:

The Purchase Price for said property shall be the sum of SEVEN HUNDRED AND EIGHTY THOUSAND AND 00/100 (\$780,000) DOLLARS, Cash.

OTHER TERMS: All other terms shall remain the same.

RIGHT TO ACCEPT OTHER OFFERS: Seller reserves the right to accept any offer prior to Purchaser’s acceptance of this counter offer and a copy of the acceptance being delivered to the Seller or his agent.

EXPIRATION: This counter offer shall expire unless a copy thereof with Purchaser’s written acceptance is delivered to Seller or her agent by: Wednesday September 25, 2024 at 5:00 PM CST.

ONE BUCK STORE, LLC

Wendi Temkin

VENDOR: Wendi Temkin, Manager

DATE: 9/23/2024 TIME: Time 2:02 PM

The undersigned purchaser accepts the above counter offer:

PURCHASER OR OFFEROR: DATE: _____ TIME: _____

BUYER'S COUNTER TO SELLER'S COUNTER OFFER NO. 1

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF ST. CHARLES

Date: September 24, 2024

The "Seller's Counter Offer No. 1" dated September 23, 2024 to Offeror's Offer to Purchase Property between **St. Charles Parish**, acting herein by and through its duly authorized representative, Matthew Jewell, Parish President ("Purchaser" or "Offeror") and **One Buck Store, LLC** ("Vendor") concerning the property known as: Tract C-1A of the James P. Vial Estate, Hahnville, St. Charles Parish, Louisiana, bearing municipal number 15110 River Road, Hahnville, Louisiana 70057, is not acceptable in its present form, but the following Counter to Seller's Counter Offer No. 1 is hereby submitted:

The Purchase Price for said property shall be the sum of **SEVEN HUNDRED TWENTY-FIVE THOUSAND AND 00/100 (\$725,000.00) DOLLARS, Cash.**

Other Terms: All other terms shall remain the same.

RIGHT TO ACCEPT OTHER OFFERS: Seller reserves the right to accept any offer prior to Seller's acceptance of this counter offer and a copy of the acceptance being delivered to the Buyer.

EXPIRATION: This Counter to Seller's Counter Offer shall expire at 5:00 p.m. CDT, Wednesday, September 25, 2024, unless a copy thereof with Seller's written acceptance of same is delivered to Buyer through its attorney, Robert Raymond, before 5:00 p.m. CDT, Wednesday, September 25, 2024.

ST. CHARLES PARISH

By: Matthew Jewell

Date: 9/24/24

The Seller accepts St. Charles Parish's Counter to Seller's Counter Offer No. 1.

ONE BUCK STORE, LLC

By: _____

Date: _____

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SELLER’S COUNTER OFFER # 2

Date: September 25, 2024

The “Buyer’s Counter to Seller’s Counter Offer No. 1” dated September 24, 2024, between: **St. Charles Parish**, acting herein by and through its duly authorized representative, Matthew Jewell, Parish President (Purchaser” or “Offeror”) and **One Buck Store, LLC** (Vendor) concerning the property known as: Tract C-1A of the James P. Vial Estate, Hahnville, St. Charles Parish, Louisiana, bearing a municipal number of 15110 River Road, Hahnville, Louisiana 70057, is not acceptable in its present form, but the following counter offer is hereby submitted:

The Purchase Price for said property shall be the sum of SEVEN HUNDRED AND SIXTY THOUSAND AND 00/100 (\$760,000) DOLLARS, Cash.

OTHER TERMS: All other terms shall remain the same.

RIGHT TO ACCEPT OTHER OFFERS: Seller reserves the right to accept any offer prior to Buyer’s acceptance of this counter offer and a copy of the acceptance being delivered to the Seller or her agent.

EXPIRATION: This counter offer shall expire unless a copy thereof with Purchaser’s written acceptance is delivered to Seller or her agent by: Thursday September 26, 2024 at 5:00 PM CDT.

ONE BUCK STORE, LLC

Signed by:

Wendi Temkin

DATE: 9/25/2024

TIME: 1:04 PM

VENDOR: Wendi Temkin, Manager

The undersigned purchaser accepts the above counter offer:

DATE: _____ TIME: _____

PURCHASER OR OFFEROR:

BUYER'S COUNTER TO SELLER'S COUNTEROFFER NO.2

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF ST. CHARLES

Date: September 26, 2024

The "Seller's Counteroffer No. 2" dated September 25, 2024 to Offeror's Counteroffer to Purchase Property between **St. Charles Parish**, acting herein by and through its duly authorized representative, Matthew Jewell, Parish President ("Purchaser" or "Offeror") and **One Buck Store, LLC** ("Vendor") concerning the property known as: Tract C-1A of the James P. Vial Estate, Hahnville, St. Charles Parish, Louisiana, bearing municipal number 15110 River Road, Hahnville, Louisiana 70057, is not acceptable in its present form, but the following Counter to Seller's Counteroffer No. 2 is hereby submitted:

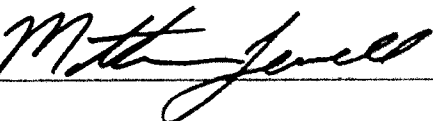
The Purchase Price for said property shall be the sum of **SEVEN HUNDRED THIRTY THOUSAND AND 00/100 (\$730,000.00) DOLLARS. Cash.**

Other Terms: All other terms shall remain the same.

RIGHT TO ACCEPT OTHER OFFERS: Seller reserves the right to accept any offer prior to Seller's acceptance of this Counteroffer and a copy of the acceptance being delivered to the Buyer.

EXPIRATION: This Counter to Seller's Counteroffer shall expire at 5:00 p.m. CDT, Friday September 27, 2024, unless a copy thereof with Seller's written acceptance of same is delivered to Buyer through its attorney, Robert Raymond, before 5:00 p.m. CDT, Friday, September 27, 2024.

ST. CHARLES PARISH

By: 

Date: 9/26/24

The Seller accepts St. Charles Parish's Counter to Seller's Counteroffer No. 2.

ONE BUCK STORE, LLC

By: _____

Date: _____

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SELLER’S COUNTER OFFER # 3

Date: September 25, 2024

The “Buyer’s Counter to Seller’s Counter Offer No. 2” dated September 26, 2024, between: **St. Charles Parish**, acting herein by and through its duly authorized representative, Matthew Jewell, Parish President (Purchaser” or “Offeror”) and **One Buck Store, LLC** (Vendor) concerning the property known as: Tract C-1A of the James P. Vial Estate, Hahnville, St. Charles Parish, Louisiana, bearing a municipal number of 15110 River Road, Hahnville, Louisiana 70057, is not acceptable in its present form, but the following counter offer is hereby submitted:

The Purchase Price for said property shall be the sum of SEVEN HUNDRED AND THIRTY-FIVE THOUSAND AND 00/100 (\$735,000) DOLLARS, Cash.

OTHER TERMS: All other terms shall remain the same.

RIGHT TO ACCEPT OTHER OFFERS: Seller reserves the right to accept any offer prior to Buyer’s acceptance of this counter offer and a copy of the acceptance being delivered to the Seller or her agent.

EXPIRATION: This counter offer shall expire unless a copy thereof with Purchaser’s written acceptance is delivered to Seller or her agent by: Friday September 27, 2024 at 5:00 PM CDT.

ONE BUCK STORE, LLC
Wendi Temkin DATE: 9/26/2024 TIME: 9:30 pm
Signature of Vendor
VENDOR: Wendi Temkin, Manager

The undersigned purchaser accepts the above counter offer:

Matthew Jewell DATE: 9/27/24 TIME: 10:35am
PURCHASER OR OFFEROR: