

Orcl.

2014-0348

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

ORDINANCE NO. 14-11-2

An ordinance to approve and authorize the Parish President to acquire property identified as Lots 71 and 72 Ormond Country Club Estates, Section Y, St. Charles Parish, Louisiana which property is more particularly described in the Cash Sale attached hereto and made a part hereof, from Murray Development 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 Dunleith Canal Stabilization Project.

WHEREAS, The area surrounding the Dunleith and Carriage Canals in Destrehan, St. Charles Parish, Louisiana has a history of drainage problems, specifically the area at the confluence of the two canals; and,

WHEREAS, An Engineering Analysis was completed at the intersection of the Dunleith and Carriage Canals, which produced recommendations to improve the drainage conveyance system in said area including widening and reshaping the Dunleith Canal; and,

WHEREAS, the proposed drainage improvement project requires the acquisition of Lots 71 and 72, Ormond Country Club Estates, Section Y, 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 \$104,000.00 the property more particularly described in the Cash Sale attached hereto and made a part hereof, from Murray Development 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 widening and reshaping the Dunleith Canal.

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, LEWIS, WILSON, BENEDETTO, COCHRAN, FLETCHER, FISHER-PERRIER

NAYS: NONE

ABSENT: WOODRUFF, HOGAN

And the ordinance was declared adopted the 3rd day of November, 2014, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
 SECRETARY: [Signature]
 DLVD/PARISH PRESIDENT: 11-4-14
 APPROVED: [Signature] DISAPPROVED: _____
 PARISH PRESIDENT: [Signature]
 RETD/SECRETARY: 11-5-14
 AT: 11:35a RECD BY: [Signature]

RECORDED IN THE ST. CHARLES PARISH
 CLERK OF COURT OFFICE
 ON November 24, 2014
 AS ENTRY NO. 40191a2
 IN MORTGAGE/CONVEYANCE BOOK
 NO. 810 FOLIO 204

CASH SALE

UNITED STATES OF AMERICA

FROM: MURRAY DEVELOPMENT, L.L.C.

STATE OF LOUISIANA

TO: ST. CHARLES PARISH

PARISH OF ST. CHARLES

BE IT KNOWN, that on this 18 day of November, 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:

MURRAY DEVELOPMENT, L.L.C., a Louisiana Limited Liability Company duly organized and existing in the laws of the State of Louisiana, Taxpayer Identification No. XX-XXX2819, herein represented by Paul J. Murray, Jr., its Manager and June L. Murray, its Manager, and whose mailing address is P.O. Box 426, Destrehan, LA 70047; duly authorized pursuant to Certificate of Authority, a copy of which is attached hereto and made a part hereof;

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. 14-11-2 adopted by the St. Charles Parish Council on November 3, 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:

ONE CERTAIN LOT OF GROUND, situated in the Parish of St. Charles, State of Louisiana, in that part thereof known as ORMOND COUNTRY CLUB ESTATES, being a resubdivision of a portion of Ormond Plantation, being located in Sections 13 and 14, Township 12 South, Range 8 East, Southeastern Land District of Louisiana, East of the Mississippi River, designated as Section Y, and according to survey by J.J. Krebs & Sons, Inc., dated July 31, 1978, St. Charles Parish, Louisiana, and is designated as follows:

Lot 71 of Section Y, which is bounded by Dunleith Drive Section 1, Parcel 10 and the Nivrod servitude, and measures 72.54 feet front on Dunleith Drive, the same width in the rear, by a depth of 138.00 feet between equal and parallel lines.

AND

ONE CERTAIN LOT OF GROUND, situated in the Parish of St. Charles, State of Louisiana in that part thereof known as ORMOND COUNTRY CLUB ESTATES, being a resubdivision of a portion of Ormond Plantation, being located in Sections 13 and 14, Township 12 South, Range 8 East, Southeastern Land District of Louisiana, East of the Mississippi River, designated as Section Y, and according to survey of J.J. Krebs & Sons, Inc., dated July 31, 1978, St. Charles Parish, Louisiana, and is designated as follows:

Lot 72 of Section Y, which is bounded by Dunleith Drive, Section 1, Parcel 10 and the Nivrod servitude, and measures 72.54 feet front on Dunleith Drive, a width in the rear of 67.87 feet, by a depth of 138.00 feet on the sideline nearest Lot 71 and a depth of 138.08 feet on the opposite sideline.

Being the same property acquired by Murray Development, L.L.C. from R.J. Williams, L.L.C. by Act of Cash Sale dated January 25, 2008, recorded in COB 707, folio 348, Entry #339338 on January 31, 2008, 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 **ONE HUNDRED FOUR THOUSAND DOLLARS AND NO/100 (\$104,000.00)**, 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 2011, 2012, and 2013 are paid. The parties have prorated taxes due for year 2014 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:

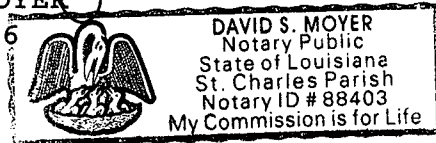
[Signature]
[Signature]

MURRAY DEVELOPMENT, L.L.C.

[Signature]
BY: PAUL J. MURRAY, JR.
Manager

[Signature]
BY: JUNE L. MURRAY
Manager

[Signature]
NOTARY PUBLIC
DAVID S. MOYER
NO. 28166



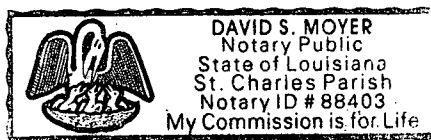
WITNESSES:

[Signature]
[Signature]

PARISH OF ST. CHARLES

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

[Signature]
NOTARY PUBLIC
DAVID S. MOYER
NO. 28166



STATE OF LOUISIANA
PARISH OF ST. CHARLES

CERTIFICATION OF AUTHORITY
TO ACT FOR MURRAY DEVELOPMENT, L.L.C.
A LIMITED LIABILITY COMPANY

BE IT KNOWN that on the 18 day of November, 2014 before me, DAVID S. MOYER, a notary public duly commissioned and qualified in and for aforesaid parish and state, and in the presence of the undersigned witnesses, personally came and appeared:

PAUL J. MURRAY, JR., MANAGER, AND JUNE L. MURRAY, MANAGER;

who after being sworn, did acknowledge and declare that Paul J. Murray, Jr. and June L. Murray, are the only members of MURRAY DEVELOPMENT, L.L.C., a limited liability company organized under the laws of the State of Louisiana whose Articles of Organization are recorded in the office of the Louisiana Secretary of State, and these Articles of Organization provide that Paul J. Murray, Jr. and June L. Murray are authorized to certify the authority of persons to act on behalf of said MURRAY DEVELOPMENT, L.L.C., and that they do hereby certify that Paul J. Murray, Jr. and June L. Murray, having the consent of all members of the said company, are authorized to act for and in the name of the said MURRAY DEVELOPMENT, L.L.C. to do the following:

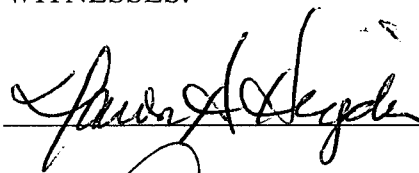
Sell or Purchase or Mortgage any and all real estate on behalf of said MURRAY DEVELOPMENT, L.L.C., on the terms and conditions as the said Paul J. Murray, Jr. or June L. Murray deem proper and necessary.

The said Paul J. Murray, Jr. or June L. Murray further certifies that they are authorized to sign all documents of every kind whatsoever, for and in the name of MURRAY DEVELOPMENT, L.L.C., and to take all such actions that Paul J. Murray, Jr. and June L. Murray in its name as may, in the sole and exclusive judgment of that Paul J. Murray, Jr. and June L. Murray, be necessary to accomplish the authority expressed above.

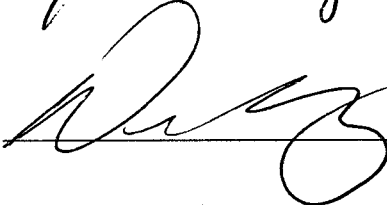
Any person dealing with that Paul J. Murray, Jr. or June L. Murray may assume that the authority conferred upon them by this document is still in full force and effect unless and until there is recorded in the conveyance records of St. Charles Parish and express revocation of such authority.

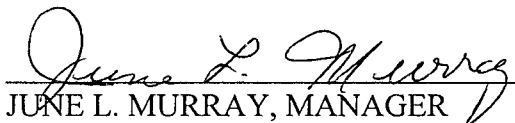
THUS DONE AND SIGNED on the day and date set forth above at Luling, State of Louisiana, the party hereto having affixed their signature, together with me, Notary, and the undersigned witnesses, after due reading of the whole.

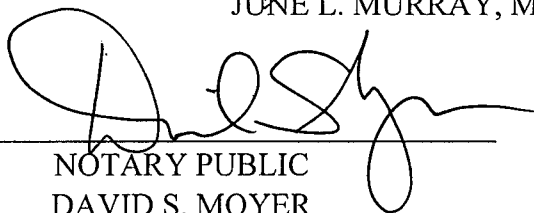
WITNESSES:




PAUL J. MURRAY, JR. MANAGER




JUNE L. MURRAY, MANAGER



NOTARY PUBLIC
DAVID S. MOYER

NO. 28166

