

ACT OF SALE

UNITED STATES OF AMERICA

BY: HX3, LLC

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:

HX3, LLC, a Louisiana Limited Liability Company, whose mailing address is 813 Barber Road, Paradis, Louisiana 70080, represented herein by its duly authorized member, Ricky Hogan, pursuant to the Corporate Resolution, attached hereto and made a part hereof.

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. 25-6-9** 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:

A CERTAIN PORTION OF GROUND situated in and forming portions of Sections 88, 89, 90, T-13-S, R-20-E, west of the Mississippi River in Boutte, St. Charles Parish, Louisiana, more particularly described as follows according to a plane by BFM Corporation, dated December 2, 1997:

A portion of Lot B41, said lot being 37.97 feet along Boutte Estates Street by a depth of 95 feet between equal and parallel lines.

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 **\$5,225.00 (FIVE THOUSAND TWO HUNDRED AND TWENTY-FIVE DOLLARS)**, 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.

THUS, DONE AND PASSED at Hahnville, Louisiana, on this 8th day of July, 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:

Wyatt Hayes
Printed Name: Wyatt Hayes

Ashley Basot
Printed Name: Ashley Basot

ST. CHARLES PARISH

Matthew Jewell
BY: MATTHEW JEWELL,
its PARISH PRESIDENT

[Signature]
NOTARY PUBLIC

COREY M. OUBRE
NOTARY PUBLIC
LSBA NO. 28708
LA NOTARY NO. 77473
St. Charles Parish, Louisiana
My Commission is issued for Life

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON 7/11/2025
AS INSTRUMENT NO. 489944
IN MORTGAGE/CONVEYANCE/OATH BOOK

THUS, DONE AND PASSED at Hahnville, Louisiana, on this 8th day of July, 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:

Madeline Fisher
Printed Name: Madeline Fisher

Ashley Bagot
Printed Name: Ashley Bagot

HX3, LLC

Ricky Hogan
By: RICKY HOGAN
MEMBER

Corey M. Oubre
NOTARY PUBLIC

COREY M. OUBRE
NOTARY PUBLIC
LSBA NO. 28709
LA NOTARY NO. 77473
St. Charles Parish, Louisiana
My Commission is issued for Life

2025-0163

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

ORDINANCE NO. 25-6-9

An ordinance to approve and authorize the Parish President to execute an Act of Sale from HX3, LLC for a portion of Lot B-41, Boutte Estates Subdivision, bearing municipal address 150 Boutte Estates Drive, Boutte, in the amount of \$5,225.00.

WHEREAS, the Boutte Estates ditch runs along the eastern side of Boutte Estates Subdivision, draining the development from the Eighty Arpent Canal to Tinney Street, and a canal intersects this ditch at Lyndon Street and connects the ditch to the Boutte Pump Station; and,

WHEREAS, the property has an approximate width of 37.92 feet, the existing canal and current servitude is 30 feet; and,

WHEREAS, the remaining width of the property is consumed by Lyndon Street, which accesses the Boutte Pump Station, which St. Charles Parish owns; and,

WHEREAS, the canal and the Boutte Pump Station are major drainage conveyances which supply water to the Eighty Arpent Pump Station and therefore must be maintained by St. Charles Parish, making the property unusable for any other manner; and,

WHEREAS, St. Charles Parish desires to purchase the property in order to maintain the existing drainage canal, Boutte Pump Station and Lyndon Street; and,

WHEREAS, an appraisal was completed on the portion of Lot B-41, Boutte Estates Subdivision, on February 20, 2025, resulting in the appraised value of \$5,225.00; and,

WHEREAS, HX3, LLC has agreed to sell the property to St. Charles Parish at the appraised value of \$5,225.00; and,

WHEREAS, the Parish President has executed a Purchase Agreement regarding the sale and purchase of portion of Lot B-41, Boutte Estates Subdivision, 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 150 Boutte Estates Drive, portion of Lot B-41, in the amount of \$5,225.00.

SECTION II. That the Parish President is further hereby authorized to execute any and all documents deemed necessary to purchase 150 Boutte Estates Drive, portion of Lot B-41.

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:

Heely Fonseca

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]

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:

HX3, LLC, a Louisiana Limited Liability Company, mailing address is 813 Barber Road, Paradis, Louisiana 70080, represented herein by its duly authorized member, Ricky Hogan, pursuant to the Certificate of Authority, attached hereto and made a part hereof,

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 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 a portion of Lot B41, Boutte Estates Subdivision, bearing municipal address **150 Boutte Estates, Luling, LA 70070**.

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 **Five Thousand Two Hundred Twenty-Five Dollars and No Cents (\$5,225.00)**.

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.

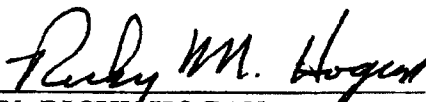
THUS DONE AND SIGNED by Purchaser on the 14th day of May, 2025.

PURCHASER:
PARISH OF ST. CHARLES


BY: MATTHEW JEWELL
PARISH PRESIDENT

THUS DONE AND SIGNED by Seller on the 12th day of May, 2025.

SELLER:
HX3, LLC


BY: RICKY HOGAN

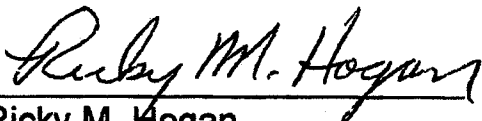
RESOLUTION OF HX3, LLC

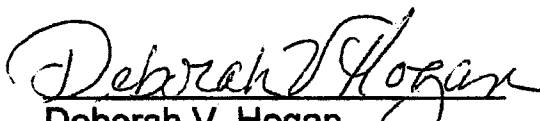
BE IT KNOWN, that on the 5th day of May, 2025, a meeting of HX3, LLC., a Louisiana Limited Liability Company was held, all members present, where it was motioned and seconded that RICKY M. HOGAN be authorized to sign on behalf of said LLC any and all documents necessary to sell the following described property for whatever price he deems to be fair and reasonable and to handle any and all business relating to the foregoing sale.

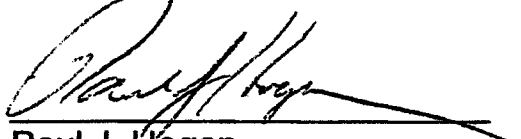
St. Charles Parish Parcel No: 705400000B41

Said parcel being a portion of Lot B-41, Boutte Estates Subdivision

Signed this 5th day of May, 2025.


Ricky M. Hogan


Deborah V. Hogan


Paul J. Hogan