

**St. Charles Parish Recording Page**

**Lance Marino**  
**Clerk of Court**  
St. Charles Parish Courthouse  
PO Box 424  
Hahnville, LA 70057  
(985) 783-6632

**Received From :**  
RIVERVIEW TITLE  
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13919 RIVER ROAD SUITE 300  
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**First VENDOR**  
ST CHARLES PARISH

**First VENDEE**  
EBEYER, GLENN L JR

**Index Type :** CONVEYANCE  
**Type of Document :** SALE

**Entry Number :** 464275

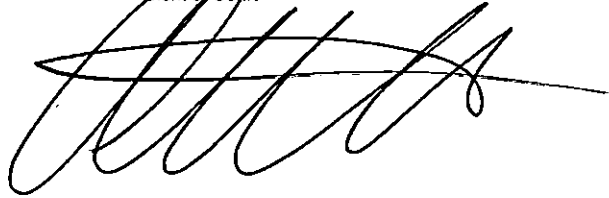
**Book :** 913      **Page :** 723

**Recording Pages :** 7

**Recorded Information**

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for St. Charles Parish, Louisiana.

*Lance Marino*  
Clerk of Court



On (Recorded Date) : 12/17/2021

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**CASH SALE**

**UNITED STATES OF AMERICA**

**BY: ST. CHARLES PARISH**

**STATE OF LOUISIANA**

**TO: GLENN L. EBAYER, JR. and  
DONNA ZANCA EBAYER**

**PARISH OF ST. CHARLES**

**BE IT KNOWN**, on the dates herein written below;

**BEFORE** the undersigned, Notaries 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:**

**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. 21-11-5 adopted by St. Charles Parish Council on the 15<sup>th</sup> day of November, 2021, a certified copy of which is attached hereto and made a part hereof;

hereinafter 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 seller's personal rights to sue for property damages, unto:

**GLENN L. EBAYER, JR. (\*\*\*-\*\*-2280) and DONNA ZANCA EBAYER (\*\*\*-\*\*-2840)**, both persons of the full age of majority and domiciled in the Parish of St. Charles, State of Louisiana, who declared that they have been married but once and then to each other and they are presently living and residing together and their current mailing address is 108 Ducayet, Destrehan, LA 70047;

hereinafter referred to as purchasers, here present accepting, and purchasing for themselves, their successors and assigns, and acknowledging due delivery and possession thereof, all and singular the following described property, to-wit:

**A CERTAIN PORTION OF GROUND**, together with all the buildings and improvements thereon and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the State of Louisiana, Parish of St. Charles, in that portion thereof known as Ormond Plantation Estates, being a portion thereof of Section 1, T13S, R8E, Section 11, T12S, R8E, Section 12, T12S, R8E, which said portion of ground consists of the portion of former Lot 26 that has been resubdivided into Lot 27A pursuant to that certain Plan of Resubdivision by Gassen Surveying, LLC, dated August 16, 2021, and recorded at COB 911, folio 600, entitled "Resubdivision of Lot 27 and the Adjoining Portion of Lot 26" which portion of ground adjoins original Lot 27 and measures 31.17' front on Ducayet Drive, same width in the rear, by a depth of one hundred seventy-five feet (175') between equal and parallel lines.

**2021-0269**

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

**ORDINANCE NO. 21-11-5**

An ordinance to approve and authorize the execution of an Act of Sale by St. Charles Parish to Donna Zanca wife of/and Glenn L. Ebeyer, Jr. for certain property being a portion of Lot 26 Ormond Plantation Estates in Square 6 measuring approximately 31.17'x175', Destrehan, Louisiana in the amount of \$26,000.00.

- WHEREAS,** St. Charles Parish owns the property located at 110 Ducayet Drive, Destrehan, Louisiana; and,
- WHEREAS,** a large portion of the property will be utilized to enhance drainage in the surrounding area; and,
- WHEREAS,** approximately 30' on the western side of the property contains a garage; and,
- WHEREAS,** St. Charles Parish does not need the 31.17' strip and it will not serve any public need; and,
- WHEREAS,** St. Charles Parish desires to sell said strip as shown in the attached Agreement to Purchase and Sell for the appraised value of \$26,000.00.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the Act of Sale by and between St. Charles and Donna Zanca wife of/and Glenn L. Ebeyer, Jr. in the amount of \$26,000.00 is hereby approved and accepted.

**SECTION II.** That the Parish President is hereby authorized to execute said Act of Sale and any other necessary documents on behalf of St. Charles Parish.

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

YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS,  
DUFRENE, BELLOCK

NAYS: NONE

ABSENT: FISHER, FISHER-PERRIER

And the ordinance was declared adopted this 15th day of November, 2021, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Marilyn Bellock

SECRETARY: Michelle DiStato

DLVD/PARISH PRESIDENT: November 16, 2021

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: Matthew Jewell

RETD/SECRETARY: November 16, 2021

AT: 11:40 am RECD BY: [Signature]

CERTIFIED TRUE & CORRECT AS PER  
MINUTES DATED 11-15-21

Michelle DiStato  
SECRETARY  
ST. CHARLES PARISH COUNCIL

Being a portion of the same property acquired by seller herein by Act of Cash Sale recorded February 24, 2021, in COB 902, folio 632 in the official records of St. Charles Parish, LA.

The above- described property is subject to the following:

1. Restrictions contained in act passed before John T. Keys, Notary Public, dated April 1, 1974, registered in COB 152, folio 81 and as amended on May 3, 1974 in COB 152, folio 85 and the servitude in favor of L.P.&L. 5' in width across the entire front of westerly most 5' of herein described lot.
2. Any outstanding mineral conveyances, mineral reservations, mineral releases, mineral servitudes and any existing easements, servitudes, rights of ways, and leases of any nature or kind whatsoever, of record and in existence.
3. Encroachments, boundary disputes, overlaps, rights of parties in possession, servitudes, and other adverse matters, if any, as would be disclosed on a current, accurate survey and inspection of the subject property.

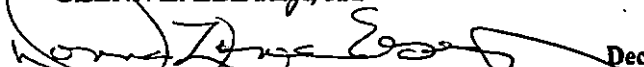
Covenants, conditions or restrictions, if any, based upon race, color, religion, sex, handicap, familial status, or national origin are deleted unless and only to the extent that such covenants, conditions or restrictions (a) are exempt under Chapter 42, Section 3607 of the United States Code or (b) relate to handicap but do not discriminate against handicapped persons.

The parties hereto declare that they do not hereby intend, by the execution of these presents, to interrupt, or suspend, the running of any prescription or preemption which has run or may run in connection with the foregoing, nor do the parties intend to revive, establish or initiate any one or more of the foregoing which may not now or hereafter be binding upon the property and/or the parties hereto.

Notwithstanding anything contained herein to the contrary, Purchaser acknowledges that the property hereby conveyed, including the real estate and any and all buildings and/or improvements erected thereon, are conveyed by seller to Purchaser "as is, where is and in its current condition" and without warranty as to physical condition, and with the exclusion of and release by Purchasers of any and all legal implied warranties, and Purchasers expressly waive any and all claims against Seller for vices or defects, including any environmental hazards in said property. This "as is - where is" condition applies to all improvements and inspections of the property being conveyed. Purchaser further acknowledges that Purchaser has fully inspected said property and is not relying on any representation as to its condition which has or may have been made by Seller. Purchaser further waives and releases Seller and Seller's agents, employees and insurers from any and all claims or causes of action which have arisen or might hereafter arise, whether presently known or unknown, in redhibition or for loss or damage resulting in whole or part from the condition of or defects or vices, including any environmental hazards, whether latent or patent in the property conveyed or any part thereof, whether such conditions, vices or defects give rise to such claims or cause of action should have been known to either Purchasers or Seller. Any liability in connection with any environmental protection rule, regulation order, requirement or law, whether state, local or federal, is hereby assumed by Purchasers. Purchasers take cognizance of all defects, apparent or not apparent, and do hereby acknowledge that the purchase price of said property reflects a diminution in price in order to compensate Purchasers for the condition of the property and any and all improvements thereon. Purchasers, in consideration of the purchase price of said property, waive all rights Purchasers may have to rescission of the sale or diminution of the price under and by virtue of the terms of the Civil Code of Louisiana Article 2520 et seq. and 2541 et seq, and other applicable laws.

  
\_\_\_\_\_  
GLENN L. EBAYER, JR.

December 14, 2021

  
\_\_\_\_\_  
DONNA ZANCA EBAYER

December 14, 2021

**TO HAVE AND TO HOLD** the above-described property unto the said purchasers, their heirs and assigns forever. Purchasers herein assume all responsibility and liability in connection with reading and reviewing the instruments of record listed above 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 price and sum of **TWENTY-SIX THOUSAND AND 00/100 (\$26,000.00) DOLLARS** Cash, which the said purchasers have 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.

Purchasers accept the above-described property subject to the restrictions referred to herein and agrees for themselves, their successors and assigns to be bound thereby. Purchasers have made an independent inspection of the property and is satisfied with the property's condition and suitability for purchaser's intended use. To the extent purchasers intend to use the property as a domicile, the undersigned notary hereby advises purchaser of the need to file for the homestead exemption in the parish in which the property is located.

All State and Parish taxes up to and including the taxes due and exigible in 2020 have been paid as per representation by seller herein, taxes due and exigible for the year 2021 will be paid in full by the purchasers herein.

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

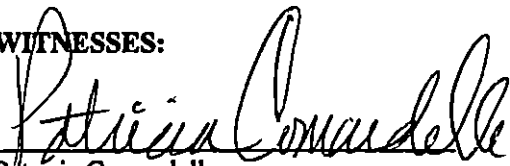
usability of said property due to any considerations of the environment (including a declaration that the said property is "wetlands"). The parties further acknowledge that said Notary has advised them of the availability of obtaining any of the above evaluations or studies, and they have chosen to proceed without such studies; and they do hereby relieve and release me, Notary, from any responsibility in connection therewith.

The seller herein further declared that it has conveyed no portion of the premises nor done any act or allowed any act to be done which has changed or could change the boundaries of the premises. No survey was requested of or made by the undersigned Notary and the parties hereto hereby relieve and release said Notary from any and all liability 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.

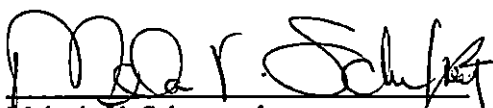
Purchaser declared that pursuant to La. Rev. Stat Ann § 9:2721, the address where property tax and assessment notices are to be mailed is: 108 Ducayet, Destrehan, LA 70047.

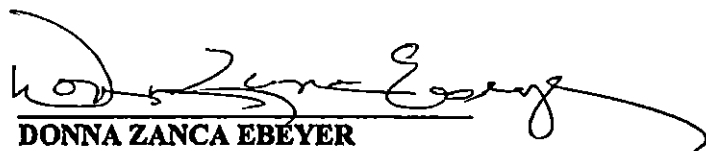
THUS, DONE AND PASSED at Luling, Louisiana, on this 14<sup>th</sup> day of December, 2021, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers, and me, Notary, after reading of the whole.

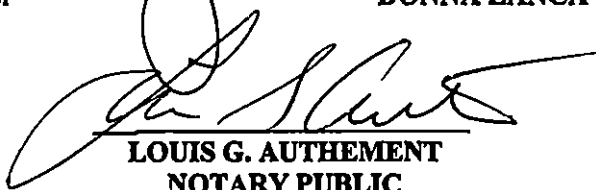
WITNESSES:

  
Patricia Comardelle

  
GLENN L. EBeyer, JR.

  
Melanie V. Schexnayder

  
DONNA ZANCA EBeyer

  
LOUIS G. AUTHEMENT  
NOTARY PUBLIC  
NOTARY ID#25814  
RIVERVIEW TITLE, LLC  
13919 RIVER ROAD, STE. 300  
LULING, LA 70070

THUS, DONE AND PASSED at Hahnville, Louisiana, on this 3<sup>rd</sup> day of December, 2021 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:**

Samantha de Castro  
Printed Name: Sobasta

[Signature]  
Printed Name: Corey M. Oubre

**ST. CHARLES PARISH**

[Signature]  
**BY: MATTHEW JEWELL,**  
**Its: PARISH PRESIDENT**

[Signature]

**NOTARY PUBLIC**  
Printed Name: Robert L. Raymond  
Bar/Notary ID# 1408