

CASH SALE

UNITED STATES OF AMERICA

BY: ST. CHARLES PARISH WATER DISTRICT I

STATE OF LOUISIANA

TO: M.A.D. III, LLC

PARISH OF ST. CHARLES

BE IT KNOWN, that on this 24th day of June, in the year of Our Lord two thousand nineteen (2019).

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 WATER DISTRICT NO. 1 (\*\*-\*\*-1208) a public corporation organized under the laws of the State of Louisiana, represented by LARRY COCHRAN, as Parish President, whose mailing address is P.O. Box 302, Hahnville, LA 70057; authorized pursuant to Ordinance No. 19-3-7 adopted by St. Charles Parish Council on the 25th day of March, 2019, a 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:

M.A.D. III, LLC. (TIN#\*\*-\*\*\*2891) a Louisiana limited liability company, with a stated mailing address of 318 Devon Road, Laplace, LA 70068, represented herein by Malcolm A. Darensbourg, Jr., its authorized Member/Manager duly authorized with a Certificate of Authority attached hereto.

hereinafter referred to as purchaser, here present accepting, and purchasing for itself, its heirs and assigns, and acknowledging due delivery and possession thereof, all and singular the following described property, to-wit:

THREE CERTAIN LOTS OR PORTIONS OF GROUND, together with all improvements thereon, rights, ways, servitudes, privileges and advantages thereunto belonging or in anywise appertaining, situated in the State of Louisiana, Parish of St. Charles, on the left descending bank of the Mississippi River, in what is known as the LOT "D" SUBDIVISION, as per plan of survey by H.E. Landry, C.E., dated New Orleans, LA. March 26, 1942 a copy of which plan is on file in the office of the Clerk of Court & Register of Conveyances for this Parish for reference:

**CERTIFICATE OF AUTHORITY  
M.A.D. III, LLC**

The undersigned, being the only Member/Manager of M.A.D. III, LLC (the "Company") and acting in such capacity, hereby certify:

That Malcolm A. Darenbourg, Jr., Member/Manager is hereby authorized for and on behalf of this Company to purchase the property more fully described below from St. Charles Parish Water District No. 1 for a purchase price and sum of \$24,475.00, according to such terms and conditions as he may deem best, and to execute and deliver for and on behalf of this Company such agreements and acts as may be necessary or required in connection with said sale:

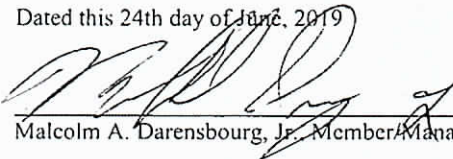
THREE CERTAIN LOTS OR PORTIONS OF GROUND, together with all improvements thereon, rights, ways, servitudes, privileges and advantages thereunto belonging or in anywise appertaining, situated in the State of Louisiana, Parish of St. Charles, on the left descending bank of the Mississippi River, in what is known as the **LOT "D" SUBDIVISION**, as per plan of survey by H.E. Landry, C.E., dated New Orleans, LA. March 26, 1942 a copy of which plan is on file in the office of the Clerk of Court & Register of Conveyances for this Parish for reference:

And according to said plan of survey the three certain lots or portions of ground herein conveyed are designated as **LOTS ELEVEN (11), TWELVE (12) and the SOUTH PORTION OF LOT THIRTEEN (13)** all of Section Six (6).

And according to said plan **LOTS ELEVEN (11) and TWELVE (12)** of Section Six (6) adjoin each other and each lot measures Fifty (50') feet width or front on Avenue "D" by a depth between equal and parallel lines of Eighty-Four & 4/10 (84.4') feet.

And according to said plan the **SOUTH PORTION OF LOT THIRTEEN (13)** of Section Six (6) measures Eighteen (18') feet width or front on Avenue "D", by a depth along line of Lot 12 of Eighty-Four & 4/10 (84.4') feet, and a depth along line of the Parish Drainage Canal of Eighty-Six (86') feet, with a width in the rear of Twenty-Eight (28') feet, being bound on the south by Lot 12, on the west by Lot "C" on the north by the Parish Drainage Canal, and on the east by Avenue "D".

Dated this 24th day of June, 2019

  
Malcolm A. Darenbourg, Jr. Member/Manager

2017-0260

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT  
(DEPARTMENT OF WATERWORKS)**

**ORDINANCE NO. 19-3-7**

An ordinance to authorize the sales by Waterworks District No. 1 of St. Charles Parish for property located at Lots 11, 12 & Pt. 13 Barreca St., Norco (Barreca Tower Site), Lot 119 Gordon St., Destrehan (Gordon Tower Site), Lot A Diane Pl., St. Rose (Dianne Place Tower Site), and Lots 45 & 47 Gordon St., Destrehan (Gordon Booster Station); and to approve and authorize the attached Listing Agreement with Sperry Van Ness/Gilmore Auction & Realty Company to act as Waterworks District No. 1 of St. Charles Parish's designated agent/auctioneer for the sales.

**WHEREAS,** Waterworks District No. 1 of St. Charles Parish is the owner of the four above listed parcels of property; and,

**WHEREAS,** the referenced properties were the previous sites of three water towers and one pressure booster station, all of which have been removed from service; and,

**WHEREAS,** with the removal of the water system components, there is no continuing public need for the properties.

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

**SECTION I.** That the sales by Waterworks District No. 1 of St. Charles Parish for the above described properties is hereby approved and accepted.

**SECTION II.** That the Parish President is hereby authorized to execute the said Listing Agreement with Sperry Van Ness/Gilmore Auction & Realty Company on behalf of Waterworks District No. 1 of St. Charles Parish.

**SECTION II.** That the Parish President is hereby authorized to execute any and all documents related to and necessary for the sale of the above referenced properties on behalf of Waterworks District No. 1 of St. Charles Parish, including but not limited to the individual Acts of Sale.

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF,  
BELLOCK, FLETCHER, FISHER-PERRIER

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 25th day of March, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]

SECRETARY: Michelle Spontato

DLVD/PARISH PRESIDENT: March 26, 2019

APPROVED: [Signature] DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: March 27, 2019

AT: 9:05am RECD BY: [Signature]

CERTIFIED TRUE & CORRECT AS PER  
MINUTES DATED 3/25/19

Michelle Spontato  
SECRETARY  
ST. CHARLES PARISH COUNCIL

And according to said plan of survey the three certain lots or portions of ground herein conveyed are designated as **LOTS ELEVEN (11), TWELVE (12) and the SOUTH PORTION OF LOT THIRTEEN (13)** all of Section Six (6).

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Being the same property acquired by seller herein by Cash Sale dated November 15, 1950, and duly recorded in COB RRR, folio 463 of the official records of St. Charles Parish, Louisiana.

The above described property is subject to the following:

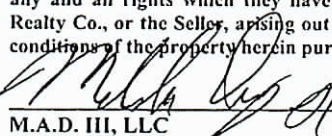
1. Louisiana Power & Light Company Right of Way Permit dated April 5, 1989, recorded in COB 404, folio 13, Parish of St. Charles, State of Louisiana.
2. Pipe Line Easement dated March 23, 1954 recorded in Entry Number 11,956, Parish of St. Charles, State of Louisiana.
3. Right of Way Grant to Shell Chemical Corporation dated April 5, 1954 recorded in COB 7, folio 170, Parish of St. Charles, State of Louisiana.
4. 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.
5. 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.

**"Purchasers further acknowledge that the property hereby conveyed including the real estate, and all buildings and improvements erected thereon are conveyed by the Sellers "as is" 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 Sellers for vices or defects including any environmental hazards in said property. Purchasers further acknowledge that they have fully inspected said property and are not relying on any representation as to its condition which has or may have been made by the Sellers. Purchasers further waive and release Sellers and their 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 thereon, whether such conditions, vices or defects give rise to such claims or cause of action should have been known to either Purchaser or Sellers. Any liability in connection with any environmental protection rule, regulation order, requirement or law, whether state, local or federal is hereby assumed by Buyer. The 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 improvements. The Purchasers, in consideration of the bid price at the auction herein waive all rights they may have to rescission of the sale or diminution of the price under and by virtue of the terms of the Uniform Commercial/Civil Code of the state in which the property is located. Purchaser expressly waives any and all rights which they have or may have against Gilmore Auction & Realty Co., or the Seller, arising out of this purchase on account of any and all conditions of the property herein purchased".

  
M.A.D. III, LLC  
By: Malcolm A. Dafenbourg, Jr.  
Member/Manager

June 24, 2019

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 price and sum of TWENTY FOUR THOUSAND FOUR HUNDRED SEVENTY FIVE AND NO/100 (\$24,475.00) DOLLARS Cash, which the 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 grant full acquittance and discharge therefor.

Purchaser accepts the above described property subject to the restrictions referred to herein and agree for itself, its successors and assigns to be bound thereby. Purchaser has made an independent inspection of the property and are satisfied with the property's condition and suitability for purchaser's intended use. To the extent purchaser intends to use the property as a domicile, the undersigned notary hereby advises purchasers 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 2018 have been paid as per representation by seller herein, taxes due and exigible for the year 2019 will be prorated by the parties hereto.

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 declare 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.

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.

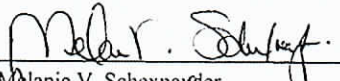
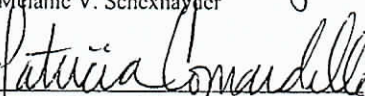
No survey was requested of or made by the undersigned Notary and the parties hereto hereby relieve and release said Notary from any and all liability in connection therewith.


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.

Purchasers declared that pursuant to La. Rev. Stat Ann § 9:2721, the address where property tax and assessment notices are to be mailed is 318 Devon Road, Laplace, LA 70068.

THUS DONE AND PASSED at Luling, Louisiana, on the 24<sup>th</sup> day of June, 2019, 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:

  
Melanic V. Schexnayder  
  
Patricia Comardelle

  
M.A.D. III, LLC  
By: Malcolm A. Darenbourt, Jr.  
Member/Manager



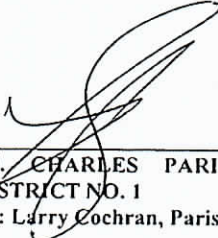
LOUIS G. AUTHEMENT  
NOTARY PUBLIC  
NOTARY ID#25814  
RIVERVIEW TITLE, LLC  
13919 RIVER ROAD, STE. 300  
LULING, LA 70070  
FIRST AMERICAN TITLE INSURANCE CO. OF LOUISIANA  
LICENSE NO. 331136

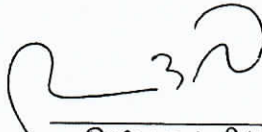
THUS DONE AND PASSED at Hahnville, Louisiana, on the 17<sup>th</sup> day of June, 2019, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers, and me, Notary, after reading of the whole.

WITNESSES:

R. S. Delahoussaye  
Witnesses printed name: Robert S. Delahoussaye

Billy Raymond  
Witnesses printed name: Billy Raymond

  
ST. CHARLES PARISH WATER  
DISTRICT NO. 1  
By: Larry Cochran, Parish President

  
ROBERT L. RAYMOND  
NOTARY PUBLIC  
NOTARY ID#  
LS 174 # 11408