

# Lafayette Parish Recording Page

Louis J. Perret  
Clerk of Court  
P.O. Box 2009  
Lafayette, LA 70502-2009  
(337) 291-6400

**First VENDOR**

RIGID CONSTRUCTORS LLC

**First VENDEE**

LAFAYETTE PARISH

**Index Type :** CONVEYANCES

**File Number :** 2023-00004959

**Type of Document :** CASH SALE

**Recording Pages :** 5

**Recorded Information**

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

*Louis J Perret*  
Clerk of Court



On (Recorded Date) : 02/17/2023

At (Recorded Time) : 3:58:49PM



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**STATE OF LOUISIANA**

**CASH SALE**

**PARISH OF LAFAYETTE**

**BE IT KNOWN**, that on the dates, at the places designated below, and before the undersigned Notaries Public, duly commissioned and qualified in and for the Parish and State where this Cash Sale is executed, and witnesses as hereinafter set out, personally came and appeared:

**RIGID CONSTRUCTORS, LLC**, sometimes improperly referred to as RIGID CONTRACTORS, LLC, a Louisiana limited liability company, domiciled in St. Landry Parish, Louisiana, whose mailing address is P.O. Box 1171, Breaux Bridge, Louisiana 70517, represented herein by Cody Fortier, its duly authorized Member-Manager pursuant to the Certified Resolutions attached as Exhibit "A" hereto and incorporated herein by reference;

herein called "Seller", who declares that for the consideration hereinafter mentioned Seller does by these presents, sell, transfer and deliver, free from all encumbrances, and with full warranty of title, and with subrogation to all of Seller's rights and actions of warranty that Seller has or may have against previous owners and with all rights of prescription, both liberative and acquisitive, unto:

**PARISH OF LAFAYETTE**, a political subdivision in the State of Louisiana, represented herein by Joshua S. Guillory, the Mayor-President of the Lafayette City-Parish Consolidated Government, duly authorized by Parish Ordinance No. PO-035-2021 of the Lafayette Parish Council adopted on or about August 3, 2021;

herein called "Purchaser", for the benefit of Purchaser, and its heirs, successors and assigns, that certain parcel of land located in the Parish of Lafayette, Louisiana, more fully described as follows:

Those certain parcels of land and all improvements thereon located in Sections 13 & 18, Township 10 South, Range 3 & 4 East of the Parish of Lafayette, State of Louisiana, being described as "TRACT 3-A (7.51 Arpents)"; "TRACT 3-B (20.57 Arpents)"; and "TRACT 2 (25.07 Arpents)" as shown on that certain plat by A.E. Montagnet, dated August 6, 2020, attached to Act recorded under Entry No. 2020-38246 of the Conveyance Records of Lafayette Parish, Louisiana; which plat of survey is made a part hereof by reference thereto, said lot having such measurements, boundaries, configurations and dimensions as are more fully shown and described on said plat of survey; LESS AND EXCEPT that certain .093 acre tract transferred to the State of Louisiana, Department of Transportation and Development by way of Order of Expropriation dated May 4, 1993 and recorded under Entry No. 1993-15358 of the records of Lafayette Parish, Louisiana.

Being the same property acquired by Gloria Dale Breaux (an undivided one-third (1/3) interest) and Barbara Breaux (an undivided one-third (1/3) interest) by way of Donation recorded under Entry No. 79-32666 of the records of Lafayette Parish, Louisiana; and by Karen Ann Davies (an undivided one-sixth (1/6) interest) and Richard James Breaux (an undivided one-sixth (1/6) interest) by way of Judgment of Possession recorded under Entry No. 2006-37529 of the records of Lafayette Parish, Louisiana.

And being the same property acquired by Seller, improperly identified therein as Rigid Contractors, LLC, by Cash Sale Deed dated June 30, 2022 and recorded on July 1, 2022 under Entry No. 2022-26956 of the records of Lafayette Parish, Louisiana.

This sale is made and accepted for and in consideration of the sum of TWO HUNDRED FIFTY THOUSAND AND NO/100 (\$250,000.00) DOLLARS, cash in hand paid, the receipt and adequacy of which are acknowledged by Seller.

This sale is made and accepted subject to those restrictive covenants, obligations of ownership, rights of way and easements, and all valid and existing reservations of mineral interests, royalties, mineral leases, servitudes, easements and subdivision restrictions which may be listed in the Clerk of Court Records for Lafayette Parish, Louisiana, but only to the extent that such restrictive covenants, obligations of ownership, rights of way and easements, reservations of mineral interests, royalties, mineral leases, servitudes, easements and subdivision restrictions remain in effect and are enforceable.

Additionally, Seller transfers to Purchaser, and subrogates the Purchaser to all rights, claims, and actions arising from defects in the Property and all component parts thereof, transferred herein, relative to the costs of repairing such defects, whether based on contract or otherwise, against any contractors, architects, engineers, laborers, suppliers of materials, and other persons providing materials and/or services that have been incorporated into and/or used in the construction or repair of the Property, and any component parts thereof transferred herein, and that Seller would have against said contractors, architects, engineers, laborers, suppliers of materials, and other persons if Seller remained the owner of the Property.

**MINERAL RESERVATION.** Purchaser acknowledges that when Seller acquired the Property in 2022, the act of conveyance included a mineral reservation in favor of the vendors therein. To the extent that Seller retains any mineral rights with regard to the Property, Seller hereby reserves all right, title and interest in and to all subsurface minerals, oil, gas and liquid hydrocarbons of every kind in, on, under and that may be attributable to production from the Property. This reservation does not reserve nor create any right or servitude in favor of the Seller to enter the surface of the property for exploration, production or any other purpose. Seller agrees that in connection with the aforesaid reservation, neither Seller nor any other person shall have any right to utilize the surface of the Property and the activities carried on by any mineral lease must be by directional drilling or unitization. Seller agrees to place such restriction in any and all mineral leases granted which cover the Property.

**SALE "AS IS" WITHOUT WARRANTIES:** Seller and Purchaser hereby acknowledge and recognize the Property conveyed herein is sold and purchased in "as is" condition and further Purchaser does hereby waive and release Seller from any claims or causes of action for redhibition pursuant to Louisiana Civil Code Article 2520, *et seq.* and Article 2541, *et seq.* or for reduction of the sales price pursuant to Louisiana Civil Code Article 2541, *et seq.* Additionally, Purchaser acknowledges that this sale is made without warranty of fitness for ordinary or particular use pursuant to Louisiana Civil Code Article 2524.

Seller warrants that all taxes assessed against the Property for 2022 and all years prior thereto, have been paid in full. The responsibility for payment of all taxes assessed against the Property for 2023 are hereby assumed by Purchaser, whose address for the purpose of property taxes and other assessments is P.O. Box 4017-C, Lafayette, Louisiana 70502, but all such taxes will be prorated between and parties as of the date of transfer of title to the Property.

Seller and Purchaser dispense with the production of any mortgage certificate, tax receipts or other certificates that may be required by law and the undersigned Notary Public is released from any responsibility or liability for not producing and/or attaching same. The undersigned Notaries have not rendered, nor have they been requested to render, an opinion on the title to the Property transferred pursuant to this instrument, nor have said Notaries made any warranty or representation as to the zoning of the Property.

This Act of Cash Sale may be executed in two or more counterparts, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof; each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument.

**THUS DONE AND SIGNED** by the undersigned Seller in Lafayette Parish, Louisiana, on this 16 day of February, 2023, in the presence of me, Notary Public, and the following competent witnesses who have signed in the presence of the undersigned parties and me, Notary Public.

WITNESSES:

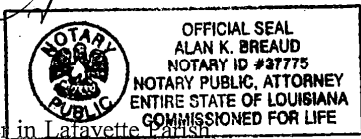
[Signature]  
Printed Name: Timothy W. Barden  
[Signature]  
Printed Name: Gregory J. Logan

**SELLER:**

**RIGID CONSTRUCTORS, LLC**

By: [Signature]  
Cody Fortier, Manager

[Signature]  
NOTARY PUBLIC  
Printed Name: Alan K. Breaud  
Notary ID #: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**THUS DONE AND SIGNED** by the undersigned Purchaser in Lafayette Parish, Louisiana, on this 17th day of February, 2023, in the presence of me, Notary Public, and the following competent witnesses who have signed in the presence of the undersigned parties and me, Notary Public.

WITNESSES:

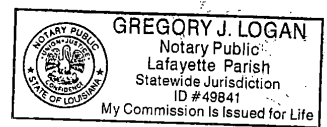
[Signature]  
Printed Name: JULIE FRUGE  
[Signature]  
Printed Name: Debbie Sodnier

**PURCHASER:**

**PARISH OF LAFAYETTE**

By: [Signature]  
Joshua S. Guillory, Mayor President

[Signature]  
NOTARY PUBLIC  
Printed Name: \_\_\_\_\_  
Notary ID #: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**EXHIBIT "A" TO CASH SALE –  
CERTIFIED RESOLUTIONS OF RIGID CONSTRUCTORS, LLC**

I, Cody Fortier, hereby represent and warrant that the following resolutions were duly adopted by all of the Managers and Members of Rigid Constructors, LLC, a Louisiana limited liability company (the "Company") for and on behalf of the Company and are in full force and effect as of the date set forth below, to-wit:

**WHEREAS**, the Company desires to sell to the Parish of Lafayette, certain property located in Lafayette Parish, Louisiana, which property is more specifically described as follows and hereinafter referred to herein as the "Property":

Those certain parcels of land and all improvements thereon located in Sections 13 & 18, Township 10 South, Range 3 & 4 East of the Parish of Lafayette, State of Louisiana, being described as "TRACT 3-A (7.51 Arpents)"; "TRACT 3-B (20.57 Arpents)"; and "TRACT 2 (25.07 Arpents)" as shown on that certain plat by A.E. Montagnet, dated August 6, 2020, attached to Act recorded under Entry No. 2020-38246 of the Conveyance Records of Lafayette Parish, Louisiana; which plat of survey is made a part hereof by reference thereto, said lot having such measurements, boundaries, configurations and dimensions as are more fully shown and described on said plat of survey; LESS AND EXCEPT that certain .093 acre tract transferred to the State of Louisiana, Department of Transportation and Development by way of Order of Expropriation dated May 4, 1993 and recorded under Entry No. 1993-15358 of the records of Lafayette Parish, Louisiana.

Being the same property acquired by Gloria Dale Breaux (an undivided one-third (1/3) interest) and Barbara Breaux (an undivided one-third (1/3) interest) by way of Donation recorded under Entry No. 79-32666 of the records of Lafayette Parish, Louisiana; and by Karen Ann Davies (an undivided one-sixth (1/6) interest) and Richard James Breaux (an undivided one-sixth (1/6) interest) by way of Judgment of Possession recorded under Entry No. 2006-37529 of the records of Lafayette Parish, Louisiana.

And being the same property acquired by the Company, improperly identified as Rigid Constructors, LLC, by Cash Sale Deed dated June 30, 2022 and recorded on July 1, 2022 under Entry No. 2022-26956 of the records of Lafayette Parish, Louisiana.

**NOW, THEREFORE, BE IT RESOLVED**, that the Company will sell the Property to the Parish of Lafayette, and that Cody Fortier, the Manager of the Company, be and he is hereby authorized, empowered and directed to execute a Cash Sale for and on behalf of the Company, which Cash Sale shall contain such terms and conditions as the aforesaid Cody Fortier, in his sole discretion shall deem necessary or advisable.

**BE IT FURTHER RESOLVED**, that any and all documents, instruments and agreements executed by the above-designated Cody Fortier pursuant to the authority delegated herein may contain such terms and conditions as he may approve, such approval to be conclusively evident by his execution thereof; and that the execution by Cody Fortier of any documents authorized by the foregoing resolutions or any other documents executed in the accomplishment of any action or actions so authorized is (or shall become upon delivery) the enforceable and binding act and obligation of the Company without the necessity of the signature or attestation of any other person.

Lafayette, Louisiana, this 16<sup>th</sup> day of February, 2023.

  
\_\_\_\_\_  
Cody Fortier, Manager,  
Rigid Constructors, LLC