#### **AGENDA**

# ST. TAMMANY PARISH PLANNING COMMISSION MEETING 6:00 P.M. - TUESDAY, DECEMBER 8, 2015 ST. TAMMANY PARISH GOVERNMENT COMPLEX PARISH COUNCIL CHAMBERS 21490 KOOP DRIVE, MANDEVILLE, LOUISIANA

# **DRAFT**

#### **ROLL CALL**

#### **PUBLIC ANNOUNCEMENTS**

- Phones and Pagers
- Appeals
- Speaker Cards
- Public Speaking Ten (10) minutes each side and five (5) minutes for rebuttal
- Please exit the building

#### **INVOCATION**

#### PLEDGE OF ALLEGIANCE

#### APPROVAL OF THE NOVEMBER 10, 2015 MINUTES

#### **PUBLIC HEARINGS**

#### ENTERING PARISH RIGHTS-OF-WAY, SERVITUDES, EASEMENTS

#### **MINOR SUBDIVISIONS**

#### 2015-100-MSP

A 2.17 acre parcel into parcels A & B, Ward 8, District 11

Owner: Deborah Fulton, et al.

Surveyor: John J. Cummings & Associates, Inc.

Parish Council District Representative: Hon. Steve Stefancik

#### PETITIONS/REQUESTS

A request to build on a buildable substandard lot of record, located in Town of Mandeville, Sq. 142-A, lot 54, Ward 4, District 10

Owner: Donald Scott Parish Council District Representative: Hon. Maureen O'Brien

#### **ENTERING THE TAMMANY TRACE**

#### REVOCATION/CLOSINGS REVIEW

#### **RESUBDIVISION REVIEW**

#### **DORMANT SUBDIVISION REVIEW**

AGENDA ST. TAMMANY PARISH PLANNING COMMISSION DECEMBER 8, 2015 MANDEVILLE, LOUISIANA

#### **TENTATIVE SUBDIVISION REVIEW**

#### 2015-93-TP

Doux Maison, Ward 5, District 6

Developer/Owner: Stronghold Construction Engineer: J.V. Burkes & Associates, Inc.

Parish Council District Representative: Hon. Richard Tanner

#### **PRELIMINARY SUBDIVISION REVIEW**

#### FINAL SUBDIVISION REVIEW

#### 2015-94-FP

Berkshire, Ward 8, District 9

Developer/Owner: SJL Berkshire, LLC Engineer: JV Burkes & Associates, Inc.

Parish Council District Representative: Hon. Gene Bellasario

#### 2015-96-FP

Grand Oaks, Phase 2-B, Ward 1, District 1

Developer/Owner: Trinity Developers, L.L.C. Engineer: Kelly McHugh & Associates, Inc.

Parish Council District Representative: Hon. Marty Dean

#### 2015-98-FP

Wadsworth, Ward 4, Districts 5 & 7

Developer/Owner: The Azby Fund & Wadsworth Estates, L.L.C. Surveyor: R.W. Krebs, L.L.C.

Parish Council District Representative: Hon. Marty Gould & Maureen O'Brien

(This case was postponed indefinitely at the August 11, 2015 meeting. The developer now requests that the commission formally place this case back on the agenda for review and consideration.)

#### **PROPOSED AMENDMENTS TO ORDINANCE 499**

#### **OLD BUSINESS**

#### **NEW BUSINESS**

#### ADJOURNMENT

# PLANNING COMMISSION MINUTES

#### MINUTES OF THE

#### ST. TAMMANY PARISH PLANNING COMMISSION MEETING 6:00 P.M. - TUESDAY, NOVEMBER 10, 2015

ST. TAMMANY PARISH ADMINISTRATIVE COMPLEX, COUNCIL CHAMBERS

Note: Audio and video tapes of this meeting, produced by Parish employees, are considered part of these minutes. Should any action reflected in these written minutes be in conflict with said tapes, the audio/video tapes shall supercede the written minutes.

#### CALL TO ORDER

The regular meeting of the St. Tammany Parish Planning Commission was called to order by the Chairman, Dave Mannella.

#### ROLL CALL

Present:

Cazaubon, Lorren, Richardson, Willie, Mannella, Matthews, Davis, Doherty, Drumm,

Randolph

Absent:

Staff Present: Lauren K. Davis, Mike Sevante, Ron Keller, Jay Watson

#### **INVOCATION**

The Invocation was presented by Mr. Randolph.

#### PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was presented by Mr. Willie.

#### APPROVAL OF THE OCTOBER 13, 2015 MINUTES

Davis moved to approve, second by Randolph.

Cazaubon, Lorren, Richardson, Willie, Mannella, Matthews, Davis, Doherty, Drumm, Randolph

Nay:

Abstain:

#### ENTERING PARISH RIGHTS-OF-WAY, SERVITUDES, EASEMENTS

Entering the Parish Right of Way (Dove Park Road), Ward 4, District 5

Request to enter Parish right-of-way for the purpose of laying and connecting water and sewer lines.

Debtor: CLECO

Parish Council District Representative: Marty Gould

A Public Hearing was opened for discussion of this case and the following individual(s) provided

testimony in favor of this request: Danny Shaus/CLECO Opposition: none

Matthes moved to approve, second by Willie.

Cazaubon, Lorren, Richardson, Willie, Mannella, Matthews, Davis, Doherty, Drumm, Randolph Yea:

Nav:

Abstain:

#### MINUTES OF THE

ST. TAMMANY PARISH PLANNING COMMISSION MEETING

6:00 P.M. TUESDAY, NOVEMBER 10, 2015

ST. TAMMANY PARISH ADMINISTRATIVE COMPLEX, COUNCIL CHAMBERS

#### **MINOR SUBDIVISIONS**

#### 2015-71-MSP

An 18.66 acre parcel into parcels A & B, Ward 1, District 4

Owner: Cathy M. Koppenol

Surveyor: LS Land Surveying, L.L.C.

Parish Council District Representative: Hon. Reid Falconer

A Public Hearing was opened for discussion of this case and the following individual(s) provided

testimony in favor of this request: Ricky Koppenol/owner

Opposition: none

#### Cazaubon moved to approve, second by Richardson.

Cazaubon, Lorren, Richardson, Willie, Mannella, Matthews, Davis, Doherty, Drumm, Randolph

Nav: Abstain:

#### 2015-72-MSP

Lot 2-A into lots 2-A1 thru 2-A4, Ward 5, District 6

Owner: Chris Beauvais

Surveyor: Ronald Clement, P.L.S.

Parish Council District Representative: Hon. Richard Tanner

A Public Hearing was opened for discussion of this case and the following individual(s) provided

testimony in favor of this request: Chris Beauvais/owner

Opposition: none

#### Randolph moved to approve, second by Cazaubon.

Cazaubon, Lorren, Richardson, Willie, Mannella, Matthews, Davis, Doherty, Drumm, Randolph Yea:

Nay: Abstain:

#### 2015-73-MSP

Parcel 5A2 into parcels 5A2-1 & 5A2-2, Ward 1, District 1

Owner: David A. Briggs Surveyor: Randall W. Brown & Associates, Inc

Parish Council District Representative: Hon. Marty Dean

A Public Hearing was opened for discussion of this case and the following individual(s) provided testimony in favor of this request: Paul Mayronne/Jones Fussell

Opposition: none

#### Matthews moved to approve, second by Doherty.

Cazaubon, Lorren, Richardson, Willie, Mannella, Matthews, Davis, Doherty, Drumm, Randolph Yea:

Nay:

Abstain:

#### MINUTES OF THE

ST. TAMMANY PARISH PLANNING COMMISSION MEETING

6:00 P.M. TUESDAY, NOVEMBER 10, 2015

ST. TAMMANY PARISH ADMINISTRATIVE COMPLEX, COUNCIL CHAMBERS

#### 2015-74-MSP

A 3.321 acre parcel into lots 1, 2, & 3, Ward 6, District 11

Owner: Terry & Michelle Walker Surveyor: J.V. Burkes & Associates, Inc.

Parish Council District Representative: Hon. Steve Stefancik

A Public Hearing was opened for discussion of this case and the following individual(s) provided

testimony in favor of this request: Terry Walker/owner Opposition: none

Davis moved to approve, second by Randolph.

Yea: Cazaubon, Lorren, Richardson, Willie, Mannella, Matthews, Davis, Doherty, Drumm, Randolph

Nay: Abstain:

#### **PETITIONS/REQUESTS**

A request to build on a buildable substandard lot of record, located in Town of Mandeville, Sq. 142-A, lot 15, Ward 4, District 10

Parish Council District Representative: Hon. Maureen O'Brien

A Public Hearing was opened for discussion of this case and the following individual(s) provided testimony in favor of this request: Linda Meiners/mother of owner Opposition: none

Cazaubon moved to approve, second by Lorren.

Yea: Cazaubon, Lorren, Richardson, Willie, Mannella, Matthews, Davis, Doherty, Drumm, Randolph

Nay: Abstain:

#### **ENTERING THE TAMMANY TRACE**

#### **REVOCATION/CLOSINGS REVIEW**

#### REV15-07-001

Revocation of a portion of South Azalea Drive, Flowers Estates Subdivision, Ward 1, District 1
Applicant: Viola Living Trust & Terry and Gary O'Brien Surveyor: John G. Cummings & Associates
Parish Council District Representative: Hon. Marty Dean
(POSTPONED AT THE OCTOBER 13, 2015 MEETING)

<sup>\*</sup>Applicant requests postponing indefinitely.

MINUTES OF THE ST. TAMMANY PARISH PLANNING COMMISSION MEETING 6:00 P.M. TUESDAY, NOVEMBER 10, 2015 ST. TAMMANY PARISH ADMINISTRATIVE COMPLEX, COUNCIL CHAMBERS

A Public Hearing was opened for discussion of this case and the following individual(s) provided testimony in favor of this request: none Opposition: none

Lorren moved to postpone indefinitely, second by Doherty.

Yea: Cazaubon, Lorren, Richardson, Willie, Mannella, Matthews, Davis, Doherty, Drumm, Randolph

Nay: Abstain:

**RESUBDIVISION REVIEW** 

**DORMANT SUBDIVISION REVIEW** 

**TENTATIVE SUBDIVISION REVIEW** 

PRELIMINARY SUBDIVISION REVIEW

FINAL SUBDIVISION REVIEW

**DEVELOPMENTAL AGREEMENTS** 

PROPOSED AMENDMENTS TO ORDINANCE 499

#### **OLD BUSINESS**

-Matthews wants a clean copy of the zoning commission rules ordinance

#### **NEW BUSINESS**

-Happy Veterans Day!

**ADJOURNMENT** 

Mr. Dave Mannella Chairman

# MINOR SUBDIVISIONS

#### MINOR SUBDIVISION STAFF ANALYSIS REPORT (As of December 1, 2015)

CASE NO.:

2015-100-MSP

OWNER/DEVELOPER:

Fulton, et al.

ENGINEER/SURVEYOR:

John J. Cummings & Associates, Inc.

SECTION:

WARD: 8

TOWNSHIP: RANGE:

8 South 14 East

PARISH COUNCIL DISTRICT: 11

TYPE OF DEVELOPMENT:

SUBURBAN (Residential acreage between 1-5 acres) <u>X</u>

RURAL (Low density residential 5 acres or more)

OTHER (PUD, Multi-family, commercial or industrial)

**GENERAL LOCATION:** 

The property is located on the south side of W. Thorner Road and east of

LA Highway 41, west of Pearl River, Louisiana.

SURROUNDING LAND USES:

North - single family residential South - single family residential East - single family residential West - single family residential

TOTAL ACRES IN DEVELOPMENT:

2.17

2

NUMBER OF LOTS/PARCELS:

TYPICAL LOT SIZE: 1 acre

ZONING:

A-2 Suburban

REASONS FOR PUBLIC HEARING: Both parcels are under 1 acre in size.

#### **STAFF COMMENTARY:**

#### <u>Department of Development - Planning</u>

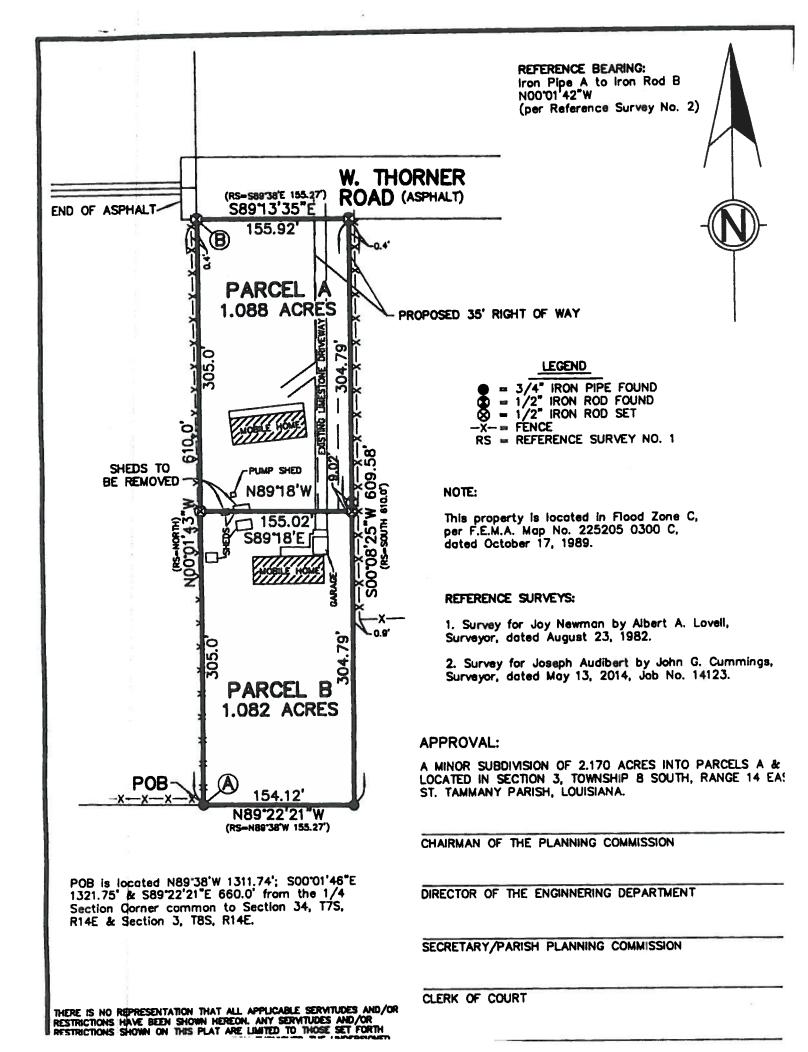
The owner is proposing to create two parcels from one 2.17 acre parent parcel; and since a private drive will provide access to only one (1) parcel, said drive is not required to be built to a parish standard pursuant to Section 40-045.01 Minimum Standards for a Private Drive, of Subdivision Regulatory Ordinance No. 499. Therefore, since the request complies with all code requirements, the staff has no objections to the proposed minor subdivision.

#### **Department of Engineering**

None

#### **Department of Environmental Services**

None



**PETITIONS** 

and

**REQUESTS** 

#### STAFF ANALYSIS REPORT BUILDABLE SUBSTANDARD LOT OF RECORD

PROPERTY DESCRIPTION: TOWN OF MANDEVILLE, SQ. 142-A, LOT 54

WARD 4: 4 DISTRICT: 10

PROPERTY LOCATION: The property is located on the north side of Orleans Street, north of

U.S. Highway 190, Mandeville, Louisiana

ZONING: Single Family Residential

PETITIONER: Donald Scott

#### **CONDITIONS FOR APPROVAL:**

Pursuant to Section 40-034.01 <u>Contiguous Lot Rule</u>, of Subdivision Regulatory Ordinance No. 499, the planning commission is responsible for reviewing requests for building on a "buildable substandard" lot of record.

The applicant is requesting to build on a substandard lot of record in order to construct a single family residence.

In order for the Planning Commission to approve a request for building on a "buildable substandard" lot of record, the petitioner must provide proof that they do not currently own, and has not sold, nor has any predecessor in deed or title sold any contiguous lots during the period following the initial adoption of the contiguous lot rule ordinance on January 20, 1994.

#### **STAFF COMMENTS:**

Based on the facts that the petitioner has satisfied the requisite requirements of proof as referenced to above, and that the applicant will comply with parish building setback requirements relative to a "buildable substandard" lot of record, the staff has no objections to the proposed request.

# **Donald Scott**

28800 Berry Todd Rd. Lacombe, La. 70445 | 985-788-0245 | scubascott567@yahoo.com

#### November 3, 2015

St. Tammany Parish Department of Development

#### To whom it may concern:

I am writing to apply for a variance to build on a substandard lot.

ed Swith.

I, Donald Scott, am the owner of property at 1819 Orleans rd. Mandeville, La. This property is up for sale and at this time it is under Contract, but before we can close the sale we have to get a variance, to prove a home can be built on this size lot. The Lot had a home on it before, and has a working sewer system. The new owners are wanting to build a home and have submitted a foot plan/proposed structure that will meet the required setbacks.

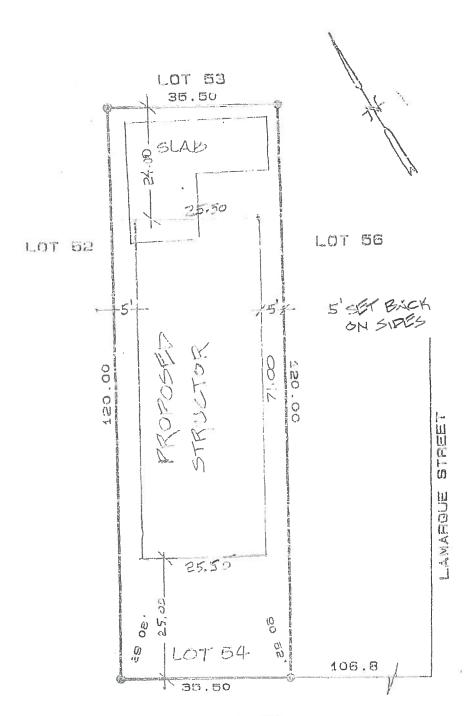
I have been a citizen in St. Tammany parish for 30 years and do plan to build in this same parish in the future.

Sincerely,

**Donald Scott** 

## LEGAL DESCRIPTION:

LOT 54. SQUARE 142-A. TOWN OF MANDEVILLE. St. Tammany Parish. Louisiana according to the plat by Eddie J. Champagne, Surveyor Drawing No. 3957 dated February 2. 1976.

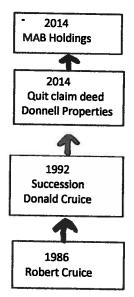


OFLEANS STHEET

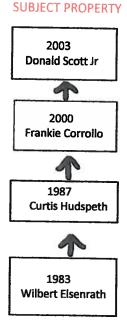
# **CHAIN OF TITLE**

#### LOT 52

#### **WEST OF SUBJECT**

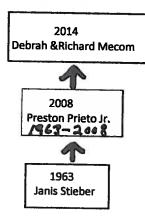


#### LOT 54



#### **LOT 56**

#### **EAST OF SUBJECT**



# 1986 - Dec 1992

SUCCESSION

OF 86-4982

10/STRICT CO.

DOCKET: /

DIVISION:

CIVIL DISTRICT COURT

PARISH OF ORLEANS

ROBERT EMMETT CRUICE, SR.

FILED:

STATE OF LOUISIANA

DEPUTY CLERK

#### JUDGMENT

Considering the Petition For Possession and the supporting documents filed herein and satisfactory proof having been submitted to the Court and that there is no inheritance tax due by this estate and the law and the evidence entitling petitioners to the relief prayed for, and for the reasons this day orally assigned:

IT IS ORDERED, ADJUDGED AND DECREED that Robert Emmett Cruice, Jr., Patricia Cruice Bernal, Donald Harry Cruice, Marie Louise Cruice, and Gerard Gregory Cruice be and they are hereby recognized as the children and sole heirs of the decedent, Robert Emmett Cruice, Sr. and, as such, the owners and are hereby sent into possession of an undivided one-fifth (1/5) interest each in the decedent's estate and more particularly the following described property, to-wit:

1) ALL THOSE CERTAIN LOTS OR PARCELS OF GROUND, together with all buildings and improvements thereon and all rights, ways, means, privileges, servitudes, prescriptions, appurtenances and advantages thereunto belonging or in anywise appertaining thereto, situated in the First Addition to the Town of Chinchuba in Lot 1, section 34, Township 7 South, Range 11 East, St. Tammany Parish, Louisiana, according to map and plat of survey of Preston Herndon dated May 1, 1912 more fully described as follows, to-wit:

Being Lots 1, 2, 31, 32, 33, 34, 35 & 36, Square 6 of said First Addition to Chinchuba.

INSTR. # 827563
DT. REG # 400930
FILED ST. TAMMANY PAR
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COB 1511 FOLIOLOSIO
MOB \_\_\_\_FOLIO\_\_\_\_

10 than

Said Lots 1 & 2 measure 30 feet front each on Wilson Avenue by a depth of 137.5 feet between equal and Avenue and Garfield Street and measures 137.5 feet measure 30 feet front each on Center Avenue by a depth said Lot 36 forms the corner of Center Avenue by a depth said Lot 36 forms the corner of Center Avenue and Carfield Street and fronts 137.5 feet on Garfield Street.

2) ALL THOSE CERTAIN LOTS OR PARCELS OF GROUND, together with all buildings and improvements thereon and all rights, ways, means, privileges, servitudes, prescriptions, appurtenances and advantages thereunto belonging in anywise appertaining thereto situated in Square fully described as follows, to-wit:

Being Lots 44, 46, 48, 49, 50 & 52 of said Square 142A.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that there is no necessity for an administration of this estate.

JUDGMENT RENDERED AND SIGNED in Chambers in the City of New Orleans, Louisiana, this 19 day of 90 kg.

JUDGE

FILED FOR RECORD AUGUST 14, 1992 TRULY RECORDED AUGUST 14, 1992

DY CLERKTARD EXOFFICIO RECORDER

A TRUE DESINE COUNT

2

1992-2014

SUCCESSION

NUMBER: 26-172

DIVISION: "C"

OF

34TH JUDICIAL DISTRICT COURT

PARISH OF ST. BERNARD

DONALD HARRY CRUICE

FILED: 17, 1986

STATE OF LOUISIANA

DEPUTY CLERK

# SUPPLEMENTAL AND AMENDED JUDGMENT OF POSSESSION

Considering the entire record herein, and particularly the Supplemental and Amended Petition For Possession and the last will and testament of the decedent which has been probated, satisfactory proof having been submitted to the Court that the inheritance taxes due by the legatees have been paid, and the law and the evidence entitling petitioners to the relief prayed for, and for the reasons this day orally assigned:

IT IS ORDERED, ADJUDGED AND DECREED that Dorothy Mac Cullerton Cruice is recognized as a legatee of the decedent, Donald Harry Cruice, and, as such, the owner and is sent into possession of two-thirds (2/3) of all of decedent's property, together with a lifetime usufruct on the other one-third (1/3) and Donald Michael Cruice is recognized as a legatee of the decedent, Donald Harry Cruice, and, as such, the owner, and is sent into possession of one-third (1/3) out of decedent's property, subject to a lifetime usufruct in favor of Mrs. Dorothy Mae Cullerton Cruice, and more particularly the following described property, to-wit:

1) ALL THOSE CERTAIN LOTS OR PARCELS OF GROUND, together with all buildings and improvements thereon and all tions, ways, means, privileges, servitudes, prescriptions, appurtenances and advantages thereunto belonging first Addition to the Town of Chinchuba in Lot 1, Section 34, Township 7 South, Range 11 East, St. Tammany Parish, Louisiana, according to map and plat of described as follows, to-wit:

Being Lots 1, 2, 31, 32, 33, 34, 35 & 36, Square 6 of said First Addition to Chinchuba.

000306

Said Lots 1 & 2 measure 30 feet front each on Wilson Avenue by a depth of 137.5 feet between equal and parallel lines and Lot 1 forms the corner of Wilson parallel lines and Lot 1 forms the corner of Wilson Avenue and Garfield Street and measures 137.5 feet measure 30 feet front each on Center Avenue by a depth of 137.5 feet each between equal and parallel lines and Garfield Street and fronts 137.5 feet on Garfield Street.

2) ALL THOSE CERTAIN LOTS OR PARCELS OF GROUND, together with all buildings and improvements thereon and all rights, ways, means, privileges, servitudes, prescriptions, appurtenances and advantages thereunto belonging or in anywise appertaining thereto situated in Square fully described as follows, to-wit:

Being Lots 44, 46, 48, 49, 50 & 52 of said Square 142A.

JUDGMENT READ, RENDERED AND SIGNED in Chambers in the City of Chalmette, Louisiana this \_\_\_\_\_\_ day of \_

FILED FOR RECORD DECEMBER 2, 1992 TRULY RECORTED DECEMBER 2, 1992 LOUNG MC CALLERY AND EXOFFICIO RECORDERO

A TRUE COFY SIDNEY D. TORRES CLARE OF FOURT PERMIT OF ST. HERNARD FRIEN OF SURENA DEPUTY CHERK

2014 - Sept.

UNITED STATES OF AMERICA

MULTIPLE STATES

MULTIPLE COUNTY/PARISH

#### **QUITCLAIM DEED**

BE IT KNOWN, that on the 30 day of SEPTEMBER, 2014,

St. Tammany Parish 2187 Instrmnt #: 1958874 Resistry #: 2336641 cbj 10/10/2014 9:50:00 AM MB CB X MI UCC

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified, residing in the State of Louisiana, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

DONALD MICHAEL CRUICE (SSN XXX-XX-7091), a person of the full age of majority, a resident of and domiciled in the County of Tarrant, State of Texas, who declared unto me, Notary, that he has been married but twice, first to Amelva Ronsairo, from whom he was divorced in 2004 in State of Virginia and secondly to Yam Men, with whom he presently lives and resides.

Whose mailing address is: 765 CALIFORNIA TRIAL, KELLER, TX 76248;

(hereinafter, "Seller"), who declared that Vendor, does by these presents grant, bargain, sell, convey, transfer, assign, set over, quit claim, abandon and deliver without any warranty whatsoever for the consideration described herein below unto:

LA PROP, INC. D/B/A DONNELL PROPERTIES COMPANY (TIN:XX-XXX6054), a corporation duly formed under the laws of the State of Louisiana, authorized to do and doing business in the State of Louisiana, represented herein by Brian A. Donnell, by virtue of a resolution of its Board of Directors, the original of which is recorded at Instrument No. 1835088, Parish of St. Tammany, State of Louisiana.

whose mailing address is: P.O. BOX 4160, SLIDELL, LA 70459

(hereinaster, "Purchaser"), the following described property, to-wit:

ALL THOSE CERTAIN LOTS OR PARCELS OF GROUND, together with all buildings and improvements thereon and all rights, ways, means, privileges, servitudes, prescriptions, appurtenances and advantages thereunto belonging or in anywise appertaining thereto situated in SQUARE 142 Town of Mandeville (Outside Incorporated Area), ST. TAMMANY PARISH, Louisiana, more fully described as follows, to-wit:

LOTS 44A, 48A, 52A of said Square 142 as per a map of resubdivision of John G. Cummings and Associates dated 07/16/14 and recorded on 7/31/14 at Map #5283C in the records of the Parish of St. Tammany, State of Louisiana.

Formerly described as being lots 44, 46, 48, 49 50 & 52, of Sq. 142A.

Being the same property acquired by Donnell Properties via Tax Sale Deed dated 06/18/08 and recorded on 07/14/08 at Inst. #1690534 of the records of the Parish of St. Tammany, State of Louisiana.

Parcel #112-018-9324

TO HAVE AND TO HOLD said described property unto said Buyer, its successors and assigns forever.

This sale is made for the consideration of the sum of FIVE THOUSAND SEVEN HUNDRED FIFTY-ONE AND 41/100 (\$5,751.41) DOLLARS, cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged.

BUYER expressly waives all warranties, including warranty of title, as to the properties herein sold, whether implied by this or any other writing or representation, as well as all warranties provided by law. This waiver applies to all warranties of any nature, express or implied, including, without limitation, warranties of witness for a particular purpose. BUYER understands that, under Articles 2520 through 2548 of the Louisiana Civil Code and other provisions of law, this sale would ordinarily include a warranty, implied by law, against certain defects in the properties sold. BUYER expressly waives any and all such warranties with respect to all defects, whether apparent or latent, visible or not, and regardless of whether BUYER is presently aware of such defects. This waiver of warranty extends to all defects, even if the defect or defects render the property absolutely useless, or so inconvenient and imperfect that BUYER would not have purchased this property had BUYER known of the defect. In addition, BUYER waives, relieves, discharges, relinquishes and release SELLERS from any and all demands, claims, causes of action or other rights to payment, performance, remedy or relief, which BUYER may have or may be otherwise entitled to, whether affecting person and/or property, including, but without limitation: (a) those arising under LSA-C.C. Article 2315.3; and/or (b) any other federal, state or local law, ordinance, rule, regulation, order, decree, penalty or requirement concerning, affecting, regulating, or involving hazardous, toxic, or harmful substances or the environment; and/or (c) for return of the purchase price. BUYER has red and understands the foregoing waiver of warranty, the waiver has been pointed out and explained, and questions or doubts the BUYER has concerning the same, have been answered satisfactorily. SELLERS and BUYERS acknowledge and stipulate that the sale price was negotiated and agreed upon after consideration of the waiver of warranties herein set forth. SELLERS and BUYERS acknowledge reaching an understanding of the warranty waiver provisions contained in this instrument.

BUYER acknowledges understanding the warranty waiver provisions and agreeing to them. All parties signing the within instrument have declared themselves to be of full legal capacity and have declared that the name, marital or legal status, domicile and address of each is correct as set forth above.

All agreements and stipulations herein and all the obligations assumed herein shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties and the Buyer and Buyer's heirs and assigns shall have and hold the described property in full ownership forever.

THUS DONE AND SIGNED IN City of \_\_\_\_\_\_\_\_, County/Parish of \_\_\_\_\_\_\_, State of \_\_\_\_\_\_\_, in the presence of mc, notary, and in the presence of the undersigned competent witnesses on this the \_\_\_\_\_\_ day of SEPTEMBER, 2014.

WILINGS SES:

Carreson Petermon

DONALD MICHAEL CRUICE, Scher

Luis Pelago

NOTARY PUBLIC

Notary Public, State of Texas My Commission Expires December 23, 2015

10# 12477905-2

STATE OF LOUISIANA

PARISH OF

THUS DONE AND PASSED, in City of Alidek, Louisiana on the day of SEPTEMBER, 2014, 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:

LA PROP, INC. D/B/A DONNELL PROPERTIES COMPANY

BY: BRIAN DONNELL

RAYMOND BRINSON **NOTARY PUBLIC** COMMISSION IS ISSUED FOR LIFE

NOLA TITLE COMPANY, 1. 4532 W. NAPOLEON AVE SUITE 201 METAIRIE, LA 70001

Notarization Constitutes Verification of Signatures Only

#### State of Louisiana Parish of St. Tammany Office of Sheriff & Ex-Officio Tax Collector





Individual Tax Sale Deed

From: CRUICE, ROBERT EMMETT JR BERNAL, PATRICIA CRUICE 555 RIDGE BLVD S DAYSTONA FL 32119

To: DONNELL PROPERTIES P O BOX 4160 SLIDELL LA 70459

BE IT KNOWN, that I, Rodney J. Strain, Jr., Sheriff and Ex-Officio Tax Collector, in and for the Parish aforesaid by virtue of the authority vested in me by the Constitution and Laws of the State of Louisiana, and especially having been assessed with the property hereinafter described for the year 2007 and the taxes thereon, having become delinquent on the 167H day of JANUARY , 2008 of CRUICE, ROBERT EMMETT JR

(owner), by Certified letter, a notice in conformity with said Laws of the State and the said Owner, failing to pay the amount of taxes, interest, costs, etc., due by him as shown by the said assessment rolls of said year; I have caused to be saized and advertised for sale in the St. Tammany Farmer in the manner prescribed as required by law, weekly newspaper published in the town of Covington it being the official journal of the Parish of St. Tammany. Said advertisement appearing on it's issues on MAY 15TH, 2008 and the JUNE 12TH, 2008 of the following described property,

LOTS 44 46 48 50 52 SQ 142 CB 61 344 CB 1257 803 CB 1518 656 CB 1531 306 UNDIV I NT EA TO LOUISE B CRUICE, GERALD G CRUICE JR, MICHAEL E CRUICE, KEVIN P CRUICE, BRADLEY E CRUICE, TODD E CRUICE INST NO 1036594 INST NO 1036597 INST NO 1036598 UNDIV INT TO DONALD CRUICE INST NO 1063870

All of the said property situated in Ward of 12

in the Parish of St. Tammany. The amount of taxes, interest and cost due on said property by said Assessment No.

1120189324

Total Taxes:

Interest:

Costs of Notice & Seizure:

Cost of Advertisement:

Cost of Recording Deed and Tax Collector's Deed Fee:

\$181.02 \$10.89

\$42.00

\$24.00

\$88.00

And I, the said Rodney J. Strain, Jr., Sheriff and Ex-Officio Tax Collector as aforesaid, in accordance with law and the terms of said advertisement, at the principal front door of the Court House of the Parish of St. Tammany on the JUNE 187H, 2008 it being the day for said sale named in advertisement, and after complying with all other legal formalities, did offer for sale the least quantity of the above described property that any bidder would buy for no less than 100.00 percent DONNELL PROPERTIES

bidding the amount of the taxes, interest and cost, it being the sum of

dollars which amount the said Purchaser paid to me in cash, the receipt whereof is hereby acknowledged, the said property was adjudicated to said Purchaser.

NOW THEREFORE, I Rodney J. Strain, Jr., Sheriff and Ex-Officio Tax Collector as aforesaid, under and by virtue of the authority vested in me as aforesaid and under and by the Law of the State of Louisiana, and for the consideration of the taxes, interest and cost, is set forth, do hereby grant, bargain, sell, transfer, assign, set over and deliver a full and complete title in the name of the Parish of St. Tammany unto said Purchaser, his heirs and assigns, all and singular the above described property and all the right, title, and interest, which the said Owner has or had in same, with the right of the Purchaser to be put in actual possession of said property by order of any Court of competent jurisdiction. It, however, being understood and stipulated that in conformity with the said act and under the terms and conditions therein expressed the owner of said property may redeem the same at any time within three years from the date of filing this deed for record in the Conveyance Office of the Parish of St. Tammany by complying with the provisions of the said Law of the State of

In witness whereof, I have hereunto subscribed my name officially at my office, City of Covington, Parish of St. Tammany, and in the presence of SHELIA MCKEE and ALYCE TILL, two competent witnesses, who sign these presents with me, and said Sheriff and Ex-Officio Tax Collector, on this

aby f. Streng

Sheriff & Ex-Officio Tex Collector

St. Tammany Parish 2151 Instrunt #: 1690534 Registry #: 1846811 SAM 07/14/2008 2:21:00 PM NE CB X MI UCC

#### SALE OF PROPERTY

BY:

LAPROP, INC. D/B/A DONNELL PROPERTIES COMPANY

TO:

MAB HOLDINGS, LLC

#### United States of America, State of Louisiana Parish of ST. TAMMALY

Be it жпоюп. that on date described hereinbelow, Before Ме, Notary Public, duly commissioned and

qualified in and for the above State and Parish, and in the presence of the undersigned competent witnesses;

Personally Came and Appeared:

LAPROP, INC. D/B/A DONNELL PROPERTIES COMPANY (TIN: XX-XXX6054), a corporation duly formed under the laws of the State of Louisiana, authorized to do and doing business in the State of Louisiana, represented herein by Brian A. Donnell, by virtue of a resolution of its Board of Directors, the original of which is recorded at Instrument No. 1835088, Parish of St. Tammany, State of Louisiana.

whose mailing address is: P.O. BOX 4160, SLIDELL, LA 70459

("Seller(s)") who declared and said, that for the price and consideration, and on the terms and conditions hereinafter expressed, he/shc/they do by these presents, grant, bargain, sell, convey, transfer, assign, set over and deliver unto, with all legal warranties, and with full substitution and subrogation in and to all the rights and actions of warranty, which he/she/it may have against all preceding owners and sellers, unto:

MAB HOLDINGS, LLC (TIN: XX-XXX5867), a Louisiana limited liability company doing business and in good standing with the State of Louisiana, represented herein by Brian Brown, duly authorized, by a Certificate of Authority, the original of which is recorded in Inst. #18209195 of the records of the Parish of St. Tammany, State of Louisiana.

Whose mailing address is: 14034 GARDEN COVER CT., GONZALES, LA 70737;

(The "Purchaser(s)") here present accepting and purchasing for himself/herself/themselves, his/her/their heirs and assigns and acknowledging delivery and possession thereof, the following described property, to-wit:

ALL THOSE CERTAIN LOTS OR PARCELS OF GROUND, together with all buildings and improvements thereon and all rights, ways, means, privileges, servitudes, prescriptions, appurtenances and advantages thereunto belonging or in anywise appertaining thereto situated in SQUARE 142 Town of Mandeville (Outside Incorporated Area), ST. TAMMANY PARISH, Louisiana, more fully described as follows, to-wit:

LOTS 44A, 48A, 52A of said Square 142 as per a map of resubdivision of John G. Cummings and Associates dated 07/16/14 and recorded on 7/31/14 at Map #5283C in the records of the Parish of St. Tammany, State of Louisiana.

Formerly described as being lots 44, 46, 48, 49, 50 & 52 of Square 142A.

St. Tammany Parish 2187 Instrmnt #: 1958879 Registry #: 2336647 cb; 10/10/2014 9:50:00 AM MB CB X MI UCC Being the same property acquired by Donnell Properties via Tax Sale Deed dated 06/18/08 and recorded on 07/14/08 at lnst. #1690534 of the records of the Parish of St. Tammany, State of Louisiana.

Parcel #112-018-9324

TO HAVE AND TO HOLD, the said described property herein conveyed unto the said vendee(s), his/her/their heirs and assigns forever.

IT IS UNDERSTOOD AND AGREED THAT THE PROPERTY IS SOLD BY THE SELLER AND PURCHASED BY THE PURCHASER "AS-IS," "WHERE-IS," WITHOUT ANY WARRANTIES OR REPRESENTATIONS.

Purchaser(s) expressly waive any cause of action against Seller that Purchaser may have for rescission of the sale of the property, in whole or in part, or for the return of the purchase price, in whole or in part, arising out of any eviction of the Purchaser, in whole or in part, the sale of the property being entirely at Purchaser's sole peril and risk, without limiting the generality of the foregoing, Purchaser expressly acknowledges in the act of sale that the property is being conveyed and purchased subject to any and all permitted exceptions. Seller grants to Purchaser full substitution and subrogation in and to all rights or actions or warranty which Seller has or may have against any and all of Seller's predecessors in title, if any. Without limiting the generality of the foregoing, the property is being sold "AS-IS, WHERE-IS," without any warranties or representations whatsoever, express or implied, including, without limitation, any warranty or representation with respect to the condition of the property of any of its components, parts or contents or with respect to fitness or suitability of the property of any of its components, parts or contents for Purchaser's intended use of any other particular use, purpose or condition. Purchaser specifically waives all claims and all causes or rights of action which Purchaser has or may have against Seller with respect to the property including any and all claims that it may have to rescind or resolve the sale effected thereby or to demand a reduction, set off or diminution of the purchase price or any part thereof based upon the existence of any redhibitory or other vices or defects. Purchaser further waives any claims that Purchaser has or may have in "quanti minoris" or for reduction of the purchase price paid therein, or any other rights provided in Louisiana Civil Code Articles 2520 through 2548, inclusive. Purchaser further waives and agrees to release Seller from, any claims, demands, causes or rights of action, in reimbursement, contribution or otherwise, which Purchaser has or may have against Seller arising out of damages, losses or liabilities incurred by or imposed on Purchaser or its successors, transferees or assigns based on the existence of any hazardous substances (as hereinafter defined) upon the property. As used in this agreement and the act of sale, "Hazardous Substances" shall mean any asbestos, lead, soil or groundwater contamination, methane, radon, hydrocarbons, hydrocarbon byproducts, underground storage tanks, radioactive,

carcinogenic or mutagenic substances or any other hazardous or toxic substances or conditions affecting the property, or any part thereof as the same substances or any other hazardous or toxic substances or condition affecting the property, or any part thereof as the same may be defined and/or regulated by any federal, state or local governmental body having jurisdiction over the property.

PURCHASERS:

SELLERS:

BAN

initials

initials

initials

The said seller(s) do(cs) hereby moreover transfer unto said purchaser(s) all and singular the rights and actions of warranty to which the said seller(s) are or may be entitled, against any and all former owners and proprietors of the property herein conveyed, hereby subrogating said purchaser(s) to all the said rights and actions, to be by them enjoyed and exercised in the same manner as they might have been by the said seller(s).

THIS SALE IS MADE AND ACCEPTED for and in consideration of the price and sum of FORTY SIX THOUSAND AND NO/100 DOLLARS (\$46,000.00), all of which said amount has been well and truly paid unto said seller(s), in lawful current funds of the United States of America, the receipt of which is hereby acknowledged and full acquittance granted therefor.

All property taxes and assessments are currently paid and the property taxes and assessments for the year 2014 for Tax Parcel #112-018-9324 are assumed by PURCHASER. MAB HOLDINGS, LLC is responsible for the payment of all future property taxes and assessments and notices regarding same shall be mailed to 14034 GARDE COVER CT., GONZALES, LA 70737;

The parties hereto agree to dispense with the production of Conveyance Certificates, Mortgage Certificates, and Tax Receipts, and that they further agree to exonerate, relieve and release me, said Notary, from any and all liability in any way related to the information that may be contained therein.

The parties hereto requested that a survey of the property not be made and none was made and hereby relieve and release me, Notary, from any and all responsibility in connection therewith.

The parties hereto requested that an environmental site assessment of the property described herein not be made and none was made and hereby relieve and release me, Notary,

from any and all responsibility in connection therewith and further acknowledge that I, Notary, have advised them of the risks in failing to obtain said assessment.

THUS DONE AND PASSED, in Jefferson Parish, State of Louisiana on the \_\_\_\_\_ day of SEPTEMBER, 2014, in the presence of the undersigned witnesses of lawful age who have signed their names with the said parties, and me, Notary, after due reading of the whole.

WITNESSES:

SELLER:

LA PROP, INC. D/B/A DONNELL PROPERTIES COMPANY

B- 0. Don

BY: BRIAN DONNELL, SELLER

Sugary M Brown

MAB HOLDINGS, LLC

BY: BRIAN BROWN, PURCHASER

NOTARY PUBLIC

RAYMOND BRINSON NOTARY PUBLIC E

**BAR ROLL #27187** 

STATE OF LOUISIANA

MY COMMISSION IS ISSUED FOR LIP

Title Insurance Disclosure:
Morel Yorsch, LLC
4532 W. Napoleon Avenue
Metairie, LA 70001
Stephen D. Morel
LA Bar #28397/Ins. 331528
WFG National Title Insurance Co.

Notarization
Constitutes Verification
of Signatures Only

Subject Subject proper Subject Page 1 of 6

528/47/

# Sale of Property

from

WILBERT L. ELSENRATH, JR. ET UX

to

CURTIS W. HUDSPETH ET UX

# United States of America

State of Louisiana
Parish of St. Tammany

0

Be it known that on this 19th

day of

the month of November

, in the year of our Lord

one thousand nine hundred and eighty three;

Before me, Ernest Prieto, a notary public, duly commissioned and sworn, in and for the Parish of St. Tammany, State of Louisiana, residing in said parish, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

SONDRA STEPHENS, of lawful age, and a resident of and domiciled in the Parish of St. Tammany, State of Louisiana, who declares that she has been married but twice: first to Billy Harrison from whom she was divorced in Proceeding No. 235-247 of the 24th Judicial District Court for the Parish of Jefferson by judgment dated April 9, 1980; second, to Wilbert L. Elsenrath, Jr. with whom she is presently living and residing; and

WILBERT L. ELSENRATH, JR., of lawful age, and a resident of and domiciled in the parish of St. Tammany, State of Louisiana, who declares that he has been married but twice: first, to Mary Elizabeth Gelpi from whom he was divorced in Proceeding No. 213-527 of the 24th Judicial District Court for the Parish of Jefferson by judgment dated August 22, 1979; second, to Sondra Stephens with whom he is presently living and residing, and whose permanent mailing address is 1819 Orleans Avenue, Mandeville, Louisiana 70448;

who declare that they do by these presents grant, bargain, sell, convey, transfer, assign, set over, and deliver, with all legal warranties and with full substitution and subrogation in and to all rights and actions of warranty which they have or may have against all preceding owners and vendors, unto

JOY CRAIN, wife of and CURTIS W. HUDSPETH, both of lawful age, and residents of and domiciled in the Parish of St. Tammany, State of Louisiana, who declare unto me, Notary, that they have each been married but once, and then to the other; that they are presently living and residing together, their permanent mailing address being Post Office Box 42, Talisheek, Louisiana 70464;

SOR

here present and accepting, purchasing for themselves, their heirs and assigns, and acknowledging due delivery and possession thereof, the following described property, to-wit:

A certain lot of ground, together with all the buildings and improvements thereon, and all rights, ways, privileges, servitudes, and advantages or appurtenances thereunto belonging, or in anywise appertaining, situated in the Town of Mandeville (but outside the corporate limits), St. Tammany Parish, Louisiana, being Lot 54 of Square 142-A, all in accordance with a plan of survey by Eddie J. Champagne, Surveyor, dated February 2, 1976, being Drawing No. 3957, and more fully described as follows, towit:

Lot 54 of Square 142-A fronts 35.5 feet on Orleans Street, same width in the rear, by a depth of 120.0 feet between equal and parallel lines. Lot 54 beings 106.8 feet from the intersection of Orleans Street and Lamarque Street, being the Southeast corner of said Square 142-A.

Square 142-A is bounded by Orleans Street on the south, Valmont Street on the north, Lamarque Street on the east and Marigny Avenue on the west. (Bearing Municipal No. 1819 Orleans Avenue).

Being the same property acquired by Wilbert L. Elsenrath, Jr. et ux from Woodrow W. Smith et ux by deed dated November 21, 1981 as recorded in COB 1038, folio 381 of the official records of St. Tammany Parish.

THE FOLLOWING MOVABLES ARE INCLUDED IN THIS DEED:

One (1) 1967 Schville H-7 Mobile Home, Identification No. 586-6374, to include all furnishings.

So have and to Hald the above described property unto the said purchasers, their heirs and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of

SEVEN THOUSAND THREE HUNDRED AND NO/100 (\$7,300.00) DOLLARS \_\_\_cash, which the said purchaser has well and truly paid, in ready and current money, to the said therefor.

All state & parish taxes up to and including the taxes due and exigible in 1982 are paid as per attached tax research certificates; 1983 taxes are pro-rated and are to be paid by vendee.

The centificate coformat gage of kerwise required by day and all other centificates ever  $\pi$  when here  $\pi$  when there exists a substantial property of  $\pi$  when  $\pi$  and  $\pi$  when  $\pi$  and  $\pi$  and  $\pi$  and  $\pi$  are  $\pi$  and  $\pi$  and  $\pi$  and  $\pi$  are  $\pi$  and  $\pi$  and  $\pi$  are  $\pi$  and  $\pi$  are  $\pi$  are  $\pi$  and  $\pi$  are  $\pi$  are  $\pi$  and  $\pi$  are  $\pi$  and  $\pi$  are  $\pi$  and  $\pi$  are  $\pi$  are  $\pi$  and  $\pi$  are  $\pi$  are  $\pi$  and  $\pi$  are  $\pi$  and  $\pi$  are  $\pi$  are  $\pi$  and  $\pi$  are  $\pi$  are  $\pi$  and  $\pi$  are  $\pi$  are  $\pi$  and  $\pi$  are  $\pi$  are  $\pi$  are  $\pi$  and  $\pi$  are  $\pi$  are  $\pi$  and  $\pi$  are  $\pi$  are  $\pi$  and  $\pi$  are  $\pi$  are  $\pi$  are  $\pi$  are  $\pi$  are  $\pi$  and  $\pi$  are  $\pi$  are  $\pi$  are  $\pi$  and  $\pi$  are  $\pi$  are  $\pi$  and  $\pi$  are  $\pi$  and  $\pi$  are  $\pi$  and  $\pi$  are  $\pi$  and  $\pi$  are  $\pi$  are  $\pi$  are  $\pi$  are  $\pi$  are  $\pi$ 

The certificate of mortgage required by Article 3364 of the Revised Civil Code of the State of Louisiana, and the certificate of conveyance, are hereto attached, in the names of Sondra Stephens, wife of and Wilbert L. Elsenrath, Jr. and show a vendor's lien and privilege granted by vendors in favor of Woodrow W. Smith in the amount of \$11,000.00 bearing 12% interest per annum and dated November 21, 1981 as recorded in MOB 858, folio 262; this note will be cancelled in conjunction with this sale.

Thus Bour and Baserd in my office at Covington, Louisiana, on the day, month, and year herein first above written, in the presence of Joyce Stewart and Beverly S. Lacoste , competent witnesses, who hereunto sign their names with the said appearers and me, notary, after reading of the whole.

Witnesses:

Deverly S. Lacorte

Cayle Stewart

Sondra Stephen Elemeth Sondra Stephens Elsenrath

Williet Z. Climate Wilbert L. Elsenrath, Ur.

Jos Nain Muds By Crain Hudspeth

Curtis W. Hudspeth

Ernest Prieto - Notary Public

495

435

## TAX RESEARCH CERTIFICATE

ate of Cert	tificate November	2, 1983	WARD	4 R
ROPERTY DES	SCRIPTION:		"/d(b	
Lo	t 54 Sq. 142A Mandevi	lle		
	8			
<b>1</b>	6			
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AR =				
	ASSESSMENT NUMBE	R	ASSESSED IN THE NAME OF:	
B2	12E0316	. 301	Wilbert L. Elsenrath, Jr.	
81 _	12S18200		Woodrow W Smith	
80			11	
TE No. 1		ž		
n 18_	USH TAXES FOR THE YEA	ARS:		
1981 1	982 have been paid.		8	
30 1981 1 - 19_ 1	982 have been paid.  9 have not been paid.	aid.	a a	
19 <u>81</u> 1	982 have been paid.	aid. Dy virtue of	Homestead exempt	
19 <u>81</u> 1	982 have been paid.  9 have not been paid.	aid. Dy virtue of 19 <u>82</u> Ass	Homestead exempt essed Valuation	\$1500.00
30 1981 1 - 19_ 1	982 have been paid.  9 have not been paid.	aid. Dy virtue of 19 <u>82</u> Ass TOTAL PA	Homestead exempt	\$ 1500.00 \$ 96.92
90 1981 1 19_ 1	982 have been paid.  9 have not been paid.	aid.  Py virtue of  19 <u>82</u> Ass  TOTAL PA  TOTAL EX	Homestead exempt essed Valuation	\$ 1500.00 \$ 96.92 \$ 0.00
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90 1981 1 19_ 1	982 have been paid.  9 have not been paid.	aid.  Py virtue of  19 <u>82</u> Ass  TOTAL PA  TOTAL EX	Homestead exempt essed Valuation	\$ 1500.00 \$ 96.92 \$ 0.00
30 1981 1 - 19_ 1	982 have been paid.  9 have not been paid.	aid.  19_82 Ass  TOTAL PA  TOTAL EX	Homestead exempt essed Valuation	\$ 1500.00 \$ 96.92 \$ 0.00 \$ 0.00
30 1981 1 - 19_ 1	982 have been paid.  9 have not been paid.	aid.  19_82 Ass  TOTAL PA  TOTAL EX	Homestead exempt essed Valuation	\$ 1500.00 \$ 96.92 \$ 0.00 \$ 0.00

#### PFEFFER AND PRIETO

# MORTGAGE CERTIFICATE

STATE OF LOUISIANA | LUCY REID RAUSCH, Clerk of Court & Ex-Officio Recorder, Covington, Louisiana

Office of the Clerk of the 22nd Judicial District Court for the Parish of St. Tammany

The undersigned Clerk of Court for the Parish of St. Tammany, State of Louisiana, certifies that in the records of her office there are no uncancelled mortgages recorded in the name hereinafter set forth and inscribed against the following property under the hereinafter set forth description, to-wit:

THIS CERTIFICATE COVERS ONLY THE TWO NAMES LISTED BELOW:

NAME:

- SONDRA STEPHENS ELSENRATH
- WILBERT L. ELSENRATH, JR.

A certain lot of ground, together with all the buildings and A certain lot of ground, together with all the buildings and improvements thereon, and all rights, ways, privileges, servitudes, and advantages or appurtenances thereunto belonging, or in anywise appertaining, situated in the Town of Mandeville (but outside the corporate limits), St. Tammany Parish, Louisiana, being Lot 54 of Square 142-A, all in accordance with a plan of survey by Eddie J. Champagne, Surveyor, dated February 2, 1976, Drawing No. 3957, and more fully described as follows, to-wit:

Lot 54 of Square 142-A fronts 35.5 feet on Orleans Street, same width in the rear, by a depth of 120.0 feet between equal and parallel lines. Lot 54 begins 106.8 feet from the intersection of Orleans Street and Lamarque Street, being the southeast corner of said Square 142-A.

Square 142-A is bounded by Orleans Street on the south, Valmont Street on the north, Lamarque Street on the east and Marigny Avenue on the west. (Bearing Muncipal No. 1819 Orleans Avenue)

Being the same property acquired by Woodrow W. Smith from Eugene Mc Intyre, Jr. by deed dated February 3, 1976 as recorded in COB 777, folio 331 of the official records of St. Tammany Parish.

THE FOLLOWING MOVABLES ARE INCLUDED IN THIS CREDIT DEED:

1967 Schville H-7 Mobile Home, Identification No. 586 6374, to include all furnishings.

Being the same property acquired by Sondra Stephens Elsenrath wife of/and Wilbert L. Elsenrath, Jr. from Woodrow W. Smith et ux by deed dated November 21, 1981 in COB 1038 folio 381.

1. A Vendor's Lien and Priv(Tege granted by Sondra Stephens Elsenrath and Wilbert L. Elsenrath, Jr. in Tivor or Woodrow W. Smith, et ux in the sum of Enver Thousand and No. 100 (\$11 000.00) DOUART represented by one note dates November 21 1981 payable in Monthly installments of \$244.69 with 12% per annum interest and recorded in MOB 838, relic 262.

Given under my hand and seel of office this the 28th day of October A. D., 1983 at 4:30 o'clock p. m.

Renewed and extended to this the 21st day of November A.D., 1983 at 4:30 o'clock P.M., without further exception.

DY. CLERK & EX-OFFICIO RECORDER

JS/clc

#### PFEFFER AND PRIETO

# CONVEYANCE CERTIFICATE

STATE OF LOUISIANA | Parish of St. Tammany | LUCY REID RAUSCH, Clerk and Ex-Officio Recorder

Office of the Clerk of Court for the Parish of St. Tammany, State of Louisiana

The undersigned Clerk of Court for the Parish of St. Tammany, hereby certifies that according to the records of her office it does not appear that the following described property has been alienated by:

THIS CERTIFICATE COVERS ONLY THE TWO NAMES LISTED BELOW:

NAME:

- 1. Sondra Stephens Elsenrath
- 2. WILBERT L. ELSENRATH, JR.

A certain let of ground, together with all the buildings and improvements thereon, and all rights, ways, privileges, servitudes, and advantages or appurtenances thereunto belonging, or in anywise appertaining, situated in the Town of Mandeville (but outside the corporate limits), St. Tammany Parish, Louisiana, being Lot 54 of Square 142-A, all in accordance with a plan of survey by Eddie J. Champagne, Surveyor, dated February 2, 1975, Drawing No. 3957, and more fully described as follows, to-wit:

Lot 54 of Square 142-A fronts 35.5 feet on Orleans Street, same width in the rear, by a depth of 120.0 feet between equal and parallel lines. Lot 54 begins 106.8 feet from the intersection of Orleans Street and Lamarque Street, being the southeast corner of said Square 142-A.

Square 142-A is bounded by Orleans Street on the south, Valmont Street on the north, Lamarque Street on the east and Marigny Avenue on the west. (Bearing Muncipal No. 1819 Orleans Avenue)

Being the same property acquired by Woodrow W. Smith from Eugene Mc Intyre, Jr. by deed dated February 3, 1976 as recorded in COB 777, folio 331 of the official records of St. Tammany Rerish.

THE FOLLOWING MOVABLES ARE INCLUDED IN THIS CREDIT DEED:

1967 Schwille H-7 Mobile Home, Identification No. 586 6374, to include all furnishings.

Being the same property acquired by Sondra Stephens Elsenrath wife of/and Wilbert L. Elsenrath, Jr. from Woodrow W. Smith et ux by deed dated November 21, 1981 in COB 1038 folio 381.

Given under my hand and seal of office this the 28th day of October A. D., 1983 at 4:30 o'clock p. m.

CLERK & EX-OFFICIO RECORDER

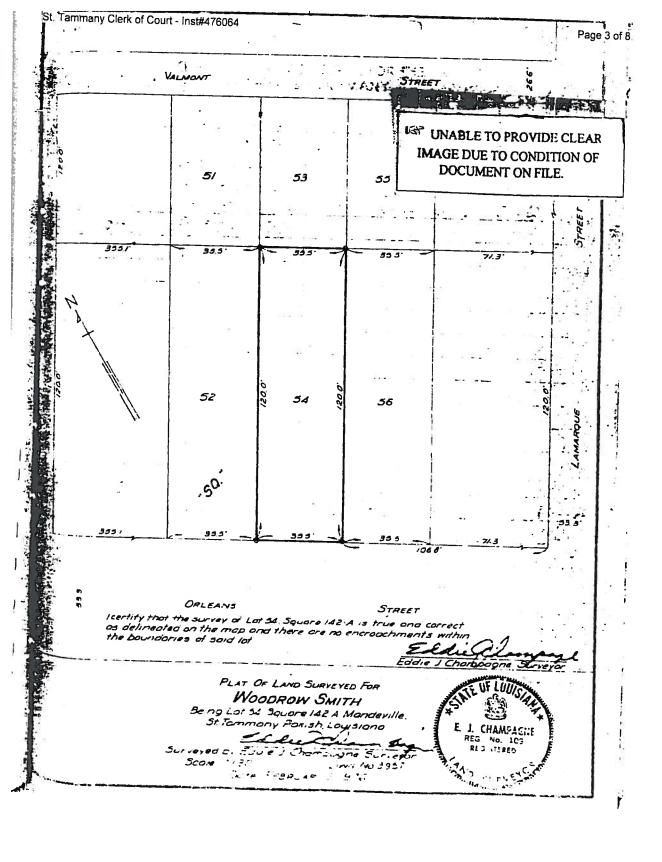
AND FURTHER:

A Sale by Sondra Stephens, wife of/and Wilbert L. Elsenrath, Jr. to Joy Crain, wife of/and Durtis W. Hudspeth by act before Ernest Prieto, Notary Public St. Tammany Parish, dated November 19, 1983 and recorded in COB 1127, folio 493.

Given under my hand and seal of office this the 21st day of November A.D. 1983 at 4:30 o'clock P.M.

DY. CLERK & EX-OFFICIO RECORDER

JS/clc



#### United States of America

STATE OF LOUISIANA - PARISH OF ST. TAMMANY

BE IT KNOWN, that on this 12th day of December, 1987. BEFORE ME, a Notary Public, duly commissioned and qualified, to and for the above named Parish and State, therein residing, and in the presence of the undersigned competent witnesses, PERSONALLY CAME AND APPEARED:

JOY CRAIN, wife of/and CURTIS W. HUDSPETH, both of lawful age, and residents of and domiciled in the Parish of St. Tammany, State of Louisiana, who declare unto me, Notary, that they have each been married but once, and then to each other; that they are presently living and residing together, their permanent mailing address being Route 1, Box 92, Abita Springs, Louisiana 70420;

who declare that they by these presents, grant, bargain, sell, convey, transfer, assign, set over and deliver, with all legal warranties and with full substitution and subrogation in and to all rights and action of warranty which they have or may have against all preceding owners and vendors, unto

CARL J. DURACHER, a person of the full age of majority who declared unto me, Notary that he has been married but once and then to Leah LeBlanc from whom he was divorced in 1979 in St. Tammany Parish, Louisiana, and that he has not remarried, and that his permanent mailing address is P. O. Box 144, Mandeville, Louisiana 70448;

here present and accepting, purchasing for himself and his possession, thereof, the following described property, the wit:

heirs and assigns, and acknowledging due delivery and

A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all rights, ways, privileges, servitudes, and advantages or appurtenances thereunto belonging, or in anywise appertaining, situated in the Town of Mandeville (but outside the corporate limits), St. Tammany Parish, Louisiana, being LOT 54 of Square 142-A, all in accordance with a plan of survey by Eddie J. Champagne, Surveyor, dated February 2, 1976, being Drawing No. 3957, and more fully described as follows, to-wit:

LOT 54 of Square 142-A fronts 35.5 feet on Orleans Street, same width in the rear, by a depth of 120.0 feet between equal and parallel lines. Lot 54 begins 106.8 feet from the intersection of Orleans Street and Lamarque Street, being the Southeast corner of said Square 142-A.

Square 142-A is bounded by Orleans Street on the south, Valmont Street on the north, Lamarque Street on the east, and Marigny Avenue on the west. (Bearing Municipal No. 1819 Orleans Avenue)

Being the same property acquired by Joy Crain, wife of/and Curtis W. Hudspeth, from Wilbert L. Elsenrath, Jr., et ux by deed dated November 19, 1983 and recorded in COB 1127, folio 493 of the official records of St. Tammany Parish. Louisians.

INSTR. # 674515
DT. REG # 161552
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COB) 27FOLIO \_\_\_\_\_\_
MOP \_\_\_\_\_FOLIO \_\_\_\_\_

To have and to hold the above described property unto the said purchaser, Carl J. Duracher, his

This sale is made and accepted for and in consideration of the price and sum of TWELVE THOUSAND DOLLARS AND NO/100 (\$12,000.00) cash, which the said purchaser has well and truly paid, in ready and current money to the said Joy Crain, wife of/and

who hereby acknowledge the receipt thereof and grant

acquitance and discharge therefor

All State and Parish Taxes up to and including the taxes due and exignble in 1987 have been paid as per declaration of vendors.

The certificate of morngage and conveyance required by Article 3364 of the Revised Civil Code of this State are annexed hereto showing clear in the names of vendors. Title examination has not been requested or performed by Notary thereby, releasing said Notary from any matter which said examination may have revealed.

THUS DONE AND PASSED in my office at Sudell, St. Tammany Parish, Louisians, on the day, month and year herein first above written, in the presence of the undersigned

from

competent witnesses who hereunto sign their names with the said appearers and me, Notary, after reading of the whole

WITNESSES:

Jayce Hutchin

1.11

Filed for record December 18, 1987 Truly reocyded December 18, 1987 WCK I W SYOF WAY COPER

**0001.58** 

Subject Page 1 of 2

FILED BY:

UNITED TITLE OF LOUISIANA, INC.

2160 E. Gause Blvd., Suite 101, Slidell, LA 70461

Phone (504)649-8100; Fax (504)690-0090

RE: 414214SL/Carollo

#### CASH SALE OF PROPERTY

#### UNITED STATES OF AMERICA

#### STATE OF LOUISIANA

PARISH OF ST. TAMMANY

BE IT KNOWN, That on this 25th day of August, 2000; BEFORE ME, the undersigned authority, a N stary Public, duly authorized, in and for the Parish and State, therein residing, and in the presence of witnesses hereinafter named and I ndersigned:

PERSONALLY CAME AND APPEARED:

Gertrude D. LaMar, administratrix of the Succession of Carl Joseph Duracher, with a mailing address of 1123 South Tyler Street, Covington, LA 70433 ("Vendor"),

hereinafter referred to as "Vendor" who declared that Vendor does by these presents grant, bargain, sell. convey, transfer, assign, setover, abandon and deliver with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which Vendor has or may have against all preceding owners and vendors, unto:

Frankie Andrew Carollo and Susan Deckwa Carollo, husband and wife 5208) 7102), with a mailing address of 27417 Hwy 190, Lacombe, LA 70445 ("Vendee"),

hereinafter referred to as "Purchaser", here present, accepting and purchasing for Purchaser's heirs an assigns and acknowledging due delivery and possession thereof, all and singular, the following described property, to-wit:

All that certain lot or parcel of ground together with all buildings and improvements thereon, situated in the Parish of St. Tammany, State of Louisiana, located as follows:

Lot 54, Square 142-A, Town of Mandeville.

Acquired by Carl J. Duracher from Joy Crain, wife of/and Curtis W. Hudspeth, by act before J imes R. Jenkins, Notary Public, dated December 12, 1987 and recorded December 18, 1987 in COB 1329, folio 157. (the "Property")

Subject to any restrictions, easements and servitudes of record.

To have and to hold the above described property unto Purchaser, Purchaser's heirs and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of TWENTY ONE THOU; AND AND 00/100 (\$21,000.00) DOLLARS cash, which the Purchaser has well and truly paid in ready and current money to the Vent or who hereby acknowledges the receipt thereof and grants full acquittance and discharge therefor.

All taxes up to and including the taxes due and exigible in 1999 are paid.

The parties hereto acknowledge that no survey was conducted on the herein described property and here by relieve and release me, Notary, from any responsibility and/or liability therefor.

Vendor represents and warrants: (1) that no other sale or grant of interest in the property has been, or will be made by Vendor, and this paragraph (2) that the Property is not, and will not become subject to any lien or encumbrance by act of omission of Vendor, or claim against Vendor, except as otherwise noted or excepted.

Whenever used herein, the singular number shall include the plural, and the masculine gender shall i clude all genders.

THUS DONE AND PASSED, in Mandeville, Louisiana in the aforesaid parish and state on the day. nonth, and year herein first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names with the appearers and me, Notary, after reading of the whole.

Gertrude D. LaMar, admi istratrix of the Succession of

Notary Public

St. Tammany Parish

Instrunt #: 121155 Registry #: 994960 PSH

08/29/2000 2:50:00 PM CB X MI

#### AS IS RIDER ANNEXED TO ACT OF SALE

BETWEEN:

Frankie Andrew Carollo and Susan Deckwa Carollo

AND

Gertrude D. LaMar, administratrix of the succession of Carl Joseph Duracher

DATE: August 25, 2000

The undersigned parties declare that the purchase agreement and resulting act of sale contain exculpatory language and they do declare this act of sale is made in accordance with the same te ms and conditions as contained therein which are restated as follows:

PROPERTY CONDITION: Vendees accept the property and all of the improvements thereon in whatever condition exists as of the date herein without warranty other than as to the validity of the title. Seller makes no warranties of any sort whatsoever and Purchaser expressly waives any rights of redhibition and/or quanti minoris. Seller makes no representations nor warranties whatsoever relating to the use and occupancy of said premises, the square footage of the dwelling and/or the fitness of the property and its improvements for any particular perposes. Purchaser acknowledges that a diligent inspection of the premises has been made and furchaser has taken all deficiencies and defects, if any, into consideration in bidding. Purchase accepts the property in its existing "as is" condition and Purchaser agrees that Seller shall have roresponsibility or liability whatsoever for any repairs after occupancy and these stipulations is all survive the delivery of the title at the closing pursuant to Louisiana Civil Code Articles 2520, et seq., or for diminution of purchase prince pursuant to Louisiana Civil Code Articles 2511, et seq.

This rider is made and executed contemporaneously with the act of cash sale to which it is attached to the undersigned and in the presence of the notary public before whom the act of cash sale is executed.

Frankie Andrew Carollo

Susan Deckwa Carollo

Gertrude D. LaMar, admi: istratrix of the succession of Carl Joseph Duracher

Notary Public

#### UNITED STATES OF AMERICA STATE OF LOUISIANA PARISH OF ST. TAMMANY

CASHSALE

St. Tammany Parish 57 Instrunt #: 1399293 Registry #: 1325954 PSH 10/24/2003 8:30:00 AM CB X MI

BE IT KNOWN, that on this 22nd day of October, 2003,

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified, in and for the above named Parish and State, therein residing, and in the presence of the undersigned

## PERSONALLY CAME AND APPEARED:

FRANKIE ANDREW CAROLLO, a person of the full age of majority and a resident of and domiciled in St. Tammany Parish, Louisiana who declared unto me, Notary, under oath that he has been married but twice: first, to Yvonne Lang Carollo from whom he was divorced in the 22nd Judicial District Court in St. Tammany Parish, Louisiana; and, second, to Susan Deckwa Carollo with whom he lives and resides. And SUSAN DECKWA CAROLLO, a person of the full age of majority and a resident of and domiciled in St. Tammany Parish, Louisiana who declared unto me, Notary, under oath that she has been married but once and then to Frankie Andrew Carollo with whom she lives and resides.

ADDRESS: 27417 Highway 190, Lacombe, LA 70445

who declare that they do by these presents, grant, bargain, sell, convey, transfer, assign, set over and deliver, with all legal warranties and with full substitution and subrogation in and to all rights and actions of warranty which they have or may have against all preceding owners and

DONALD SCOTT, a person of the full age of majority and a resident of and domiciled in St. Tammany Parish, Louisiana who declared unto me, Notary, under oath that he has never been married.

Address: 59394 Neslo Road, Slidell, LA 70460

here present and accepting, purchasing for themselves, their heirs and assigns, and acknowledging due delivery and possession thereof, the following described property, to-wit:

All that certain lot or parcel of ground together with all buildings and improvements thereon, situated in the Parish of St. Tammany, State of Louisiana, located as follows:

Lot 54, Square 142-A, Town of Mandeville.

## ASSESSMENT NUMBER: 1120207314

No title examination has been conducted nor was a title examination requested by the parties hereto who release me, Notary, from any liability in connection with this title.

To have and to hold the above described property unto the said purchasers, their heirs and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of TWENTY THOUSAND AND NO/100 (\$20,000.00) DOLLARS cash, which the purchasers have well and truly paid, in ready and current money, to the said vendor who hereby acknowledges the receipt thereof and grants full acquittance and discharge therefor.

All State and Parish Taxes up to and including the taxes due and exigible in 2002 are paid; the responsibility for the proration of taxes not yet due, is assumed by the parties hereto. The certificates of Mortgage and Conveyance required by Article 3364 of the revised Civil Code of this State are hereby waived by the parties hereto who exonerate me, Notary, from any and all responsibility and/or liability which may arise out of the non-production thereof.

Where appropriate herein, the singular shall include the plural and the masculine shall include the feminine.

THUS DONE AND PASSED in my office in Slidell, St. Tammany Parish, Louisiana, on the day, month and year herein first above written, 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:

LOTHSE B LEBI ANC

FRANKIE ANDREW CAROLLO

FILEEN D CDOS

SUSAN DECKWA CAPOLLO

1. Kura

DAVID CAROLLO - NOTARY PUBLIC

My commission expires at death.

File 304-03

#### AS IS RIDER ANNEXED TO ACT OF SALE

BETWEEN: DONALD SCOTT

AND

FRANKIE ANDREW CAROLLO AND SUSAN DECKWA CAROLLO

DATE:

October 22, 2003

The undersigned parties declare that the purchase agreement and resulting act of sale contain exculpatory language and they do declare this act of sale is made in accordance with the same terms and conditions as contained therein which are restated as follows:

PROPERTY CONDITION: Vendees accept the property and all of the improvements thereon in whatever condition exists as of the date herein without warranty other than as to the validity of the title. Seller makes no warranties of any sort whatsoever and Purchaser expressly waives any rights of redhibition and/or quanti minoris. Seller makes no representations nor warranties whatsoever relating to the use and occupancy of said premises, th square footage of the dwelling and/or the fitness of the property and its improvements for any particular purposes. Purchaser acknowledges that a diligent inspection of the premises has been made and Purchaser has taken all deficiencies and defects, if any, into consideration in bidding. Purchaser accepts the property in its existing "as is" condition and Purchaser agrees that Seller shall have no responsibility or liability whatsoever for any repairs afer occupancy and these stipulations shall survive the delivery of the title at the closing pursuant to Louisiana Civil Code Article 2520, et seq., or for diminution of purchase price pursuant to Louisiana Civil Code Articles 2541, et seq.

This rider is made and executed contemporaneously with the act of cash sale to which it is attached to the undersigned and in the presence of the Notary Public before whom the act of cash sale is executed.

ONALD SCOTT

FRANKIE ANDREW CAROLLO

SUSAN DECKWA CAROLLO

DAVID CAROLLO NOTARY PUBLIC

#### CASH SALE

BY: Richelle Anne Mecom

**United States of America** 

TO: Deborah Alba Mecom

Wife of/and Richard L. Mecom State of Louisiana

Parish of St. Tammany

BE IT KNOWN, that on this 14th of February, 2014, BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the aforementioned Parish and State, and in the presence of the undersigned competent witness. PERSONALLY CAME AND APPEARED

Richelle Anne Mecom, a person of the full age of majority and resident of the State of Louisiana, Parish of St. Tammany, who declared unto me, Notary, that she is single, never married.

Mailing address: 1800 Valmont Street, Mandeville, LA 70448.

(Hereinafter referred to as Sellers") who declared that for and in consideration, the sum and price, hereinafter set forth by these presents, grant, bargain, sell, convey, transfer, assigns and set over with full guarantee against all troubles, debts, mortgage, claims, evictions, donations alienations or other encumbrances whatsoever, with full guarantee of title and with full substitution in an and to any and all rights and actions of warranty which Seller has or may have against all preceding owners and vendors unto:

Deborah Alba Mecom, wife of/and Richard L. Mecom, both persons of the full age of majority residents of the State of Louisiana, Parish of St. Tammany, who declared unto me, Notary, that they are married once and then to each other and that they are presently living and residing together.

Mailing address: 114 Bayberry Drive, Covington, LA 70433.

the following described property, to-wit:

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Town of Mandeville, Parish of St. Tammany, State of Louisiana, in square bounded by Marigny Avenue, Valmont, Orleans and Lamarque Streets, designated as Lot No. 56 of Square No. 142-A, on a plan by Preston Herndon, Civil Engineer, dated April 16th, 1914, deposited and on file in the office of the Clerk and Ex-Officio Recorder of said Parish, a blue print whereof is stated to be annexed to an act before E. Vidrine, Notary Public, passed May 18, 1917; according to which the said lot measures Thirty-Five feet, Five inches front on Orleans Street, by a depth of One Hundred and Twenty Feet.

St. Tammany Parish 1957 Instrmnt #: 1932405 Registry #: 2259830 bdp 02/21/2014 8:30:00 AM MB CB X MI UCC

THE ABOVE PROPERTY IS SUBJECT TO THE FOLLOWING:

1. Restrictions, reservations, servitudes, and covenants, as may appear in the chain of title or as shown on the plan of subdivision, or as would be shown on a current survey.

To have and to hold the above described property unto the said purchasers, their heirs and assigns forever.

This sale is made and accepted in and for the consideration of the price of THREE THOUSAND DOLLARS and 00/100 (\$3000.00), cash, which Purchaser has well and truly paid to the said Seller who hereby acknowledges the sufficiency and receipt thereof and grants full aquittance discharge therefore.

Mortgage and Conveyance certificates are waived by the parties hereby exonerate me, Notary, from any and all liability on account of non-production of same. The parties further acknowledge that a current survey has not been produced.

All Parish Taxes for the year 2013 have been paid by Richelle Mecom under Assessment #1121254413 which includes other Lots, for the amount of \$1117.43 and 2014 taxes were not pro-rated between buyer and seller in this transaction. It is not the responsibility of the closing agent to collect additional taxes if they become due and hereby agree to adjust the additional taxes between themselves, if it should become necessary..

All agreements and stipulation herein 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 and the Buyer, his heirs and assign shall have and hold the described property in full ownership forever.

THUS DONE AND PASSED at Mandeville, Louisiana, in the presence of the undersigned competent witnesses, who sign with appearers and me, Notary, after due reading.

WITNESSES:

\_\_SELLER

Richelle Anne Mecom

**PURCHASER** 

Deborah Alba Mecom

Richard L. Mecom

(SSN\*\*\*\* 940

Notary Public

Susan T. Leonard ID# 54446

File 3569 Northlake Title 225 St. Ann Drive Mandeville, LA 70471

#### CASH SALE STATE OF LOUISIANA

On 29th day of October, 2008, before me, Notary Public for the above state and residing therein, and in the presence of the subscribing witnesses, personally appeared:

PRESTON THOMAS PRIETO, JR., a person of the full age of majority, resident of the Parish of St. Tammany, State of Louisiana, who declared, under oath, unto me, Notary, that he has been married but once to Sara Lewis from whom he was divorced and he has not since remarried;

Mailing Address: 214 GERARD STREET, MANDEVILLE, LA 70448

herein called SELLER, who declared that for the price and sum of NINE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$9,500.00) cash, receipt of which is acknowledged, SELLER hereby sells and delivers with full warranty of title and subrogation to all rights and actions of warranty SELLER may have, unto:

RICHELLE ANNE MECOM, a person of the full age of majority, resident of the Parish of St. Tammany, State of Louisiana, who declared, under oath, unto me, Notary, that she is single having never been married;

Mailing Address: 1800 VALMONT STREET, MANDEVILLE, LA 70448

herein called BUYER, resident(s) of and domiciled in State of Louisiana, here present and accepting, purchasing for themselves, their heirs and assigns, the following described property, the possession and delivery of which BUYER acknowledges:

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Town of Mandeville, Parish of St. Tammany, State of Louisiana, in square bounded by Marigny Avenue, Valmont, Orleans and Lamarque Streets, designated as Lot No. 56 of Square No. 142-A, on a plan by Preston Herndon, Civil Engineer, dated April 16th, 1914, deposited and on file in the office of the Clerk and Ex-Officio Recorder of said Parish, a blue print whereof is stated to be annexed to an act before E. Vidrine, Notary Public, passed May 18, 1917; according to which the said lot measures Thirty-Five feet, Five inches front on Orleans Street, by a depth of One Hundred and Twenty Feet.

## FOR INFORMATIONAL PURPOSES ONLY:

Being the same or a portion of the same property acquired by vendor herein by act dated April 13, 1963 and registered at COB 341/568, #193269 further on February 12, 1981 at COB 1003/816, #457346 of the official records of the Clerk of Court in the Parish of St Tammany, Louisiana.

Taxes were prorated to the date of the Act of Sale based on the only information available at the time of closing. Buyer is responsible for obtaining and paying tax bill for current year. Any further prorations are to be settled between the Buyer(s) and Seller(s) and they hereby liability in connection therewith.

St. Tammany Parish 1913 Instrmnt #: 1704091 Registry #: 1871131 SHC 10/31/2008 8:42:00 AM MB CB X MI UCC

In accordance with Louisiana Law tax bill for current year will be the responsibility of RICHELLE A. MECOM, 1800 VALMONT STREET, MANDEVILLE,

SELLER(S):

PURCHASER(S):

SALE "AS IS" WITHOUT WARRANTIES: SELLER and BUYER hereby acknowledge and recognize that the Property being sold and purchased is to be transferred in "as is" condition and further BUYER does hereby waive, relieve 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 Sales Price pursuant to Louisiana Civil Code Article 2541, et seq. Additionally, BUYER acknowledges that this sale is made without warranty of fitness for ordinary or particular use pursuant to Louisiana Civil Code Article 2524. SELLER and BUYER acknowledge that they have read the above and sought their own legal counsel and they hereby release and relieve Mahony Title & Land Services, L.L.C. and/or Notary Public from any and all

SELLERAN

PURCHASER(S):

# THIS SALE IS SUBJECT TO THE FOLLOWING:

- Any restrictions, covenants, easements, rights of way, servitudes, setback lines, mineral rights recorded in the official records of the Parish of St Tammany and restrictions recorded on plan of subdivision, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by
- Any encroachments, overlaps, easements, rights of way, servitudes and all matters which might appear on a current survey of the property.

MINERAL RIGHTS: If SELLER owns any mineral rights, they are to be conveyed without

Mortgage and Conveyance Certificates are waived by the parties hereto, who hereby exonerate me, Notary, from any and all liability on account of non-production of same.

The parties acknowledge that no survey has been done in connection with this sale and hereby release and relieve me, Notary, from any and all liability in connection with any.

All prior years taxes assessed against the property herein conveyed have been paid as per the parish tax records. Taxes for the year 2008 are pro-rated and will paid by purchaser when due.

All agreements and stipulations herein, 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, and the BUYER, his heirs and assigns shall have and hold the described property in full ownership

DONE AND PASSED by the parties at my office in Mandeville, Louisiana on the hereinabove stated date and in the presence of me, Notary, and the undersigned competent witnesses who have WITNESSES:

PRESTON THOMAS PRIETO JR

Print Name:

ARIETO

Mahony Title & Land Services, LLC (Mandeville) 1123 N. Causeway Blvd. Mandeville, LA 70471 985-727-9900 OUR FILE #0814236HDS



899

692861

# United States of America

State of Louisiana Parish of St. Tammany

CAMO

Be it known that on this thirteenth day of the month of April , in the year of our Lord one thousand nine hundred and sixty-three.

Before me, Philip E. Mrarr, a notary public, duly commissioned and aworn, in and for the Parish, and in the many, State of Louisiana, residing in said parish, and in the presence of the witnesses hereinafter named and undersign-

ed, personally came and appeared:

Sale of Property

wor

JAMIS VIDACOVICH STIEBER

01

PRESTON PRIETO, JR.

JANIS VIDACOVICH, of full age of majority and a resident of the Parlah of Orleans, State of Louisians, who declares under oath trom whom she was divorced about the year 1957; and whose remaining address is 5306 Wilton Drive, New Orleans 22, Louisians,

who declars a that ahe do es by these presents grant, bargain, sell, convey, transfer, assign, set over, and delivers with all legal warranties and with full substitution and subrogation in and to all rights and actions of warranty which she has or may have against all preceding owners and vendors, unto

PRESTON PRIETO, JR., of full age of majority and a resident of the Parish of St. Tammany, State of Louisians, who declares under oath that helps been married but once, and then to Sarah Lewis, with whom he is presently living and residing; and whose permanent mailing address is Mandeville, Louisians,

here present and accepting, purchasing for himself, his heirs and assigns, and accepting due delivery and possession thereof, the following described property, to-wit:

The other undivided 5/6 interest was acquired by Mrs. Janis Vidacovich Pott Stieber from the Succession of Mrs. Marguerite Clark Vidacovich by judgment rendered on the 10th day of June 1957, and recorded in C.O.B. 253, folio 202, of said official records.

An undivided 1/6 interest was acquired by Mrs. Janis Vidacovich Stieber, subject to the usufruct thereon in favor of her mother, Marguerite Clark Vidacovich, from the succession of Frank Vidacovich, by judgment rendered on the 31st day of March, 1950, and recorded in C.O.B. 193, folio 447, of the official records of St. Tummany Parish, Louisians.

A certain lot of ground:-with the improvements thereon, rights, ways, privileges, servitudes, advantages and appurtenances thereunto belonging or in any wise appertaining, stunced in the Town of Mandeville, Parish of St. Tammany, State of Louisians, in square bounded by Marigny Avenue, Valmont, Orieans and Lamarque Streets, designated as lot No. 56 of Square No. 142-A, on a plan by Preston Herndon, Civil Engineer, dated April 16th, 1914, deposited and on file in the office of the Clerk and Ex-Officio Appealed and on file in the office of the State of said Farish, a blue print whereof is scate to be annexed to an act before E. Vidrine, Notary Public, passed May annexed to an act before E. Vidrine, Notary Public, passed May 18, 1917; according to which the said lot mensures Thirty-Five feet, Five inches front on Orleans Street, by a depth of One Hundred and Twenty Feet.

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We have sud to Hold the above described property unto the said purchaser , his heles and analysis forever.

All state & parish taxes up to and including the taxes due and exigible in 1962 are paid as per declaration of vendor; purchaser assumes 1963 taxes.

The certificate of mortgage otherwise required by law, and all other certificates, are waived by the parties to this act, who hereby exonerate me, notary, from any and all liability on account of the non-production of the same.

Thus Done and Danard in my office at Covington, Louisiana, on the day, month, and year herein first above written, in the presence of Helen Lessard and William P. Gibert , competent witnesses, who hereunto sign their names with the said appearers and me, notary, after reading of the whole.

Witnesses:

MELLON . USING

William P. Gibert

Janis Lidacovich Stieber

Preston Prieto, Jr.

1117/E. Pfeffyr Notary Public

Filed for regord April 18th, 1963 Truly recorded April 18th, 1963

Dy. Clark & Ex-Officio Recorder

# TENTATIVE SUBDIVISION REVIEW

### TENTATIVE SUBDIVISION STAFF ANALYSIS REPORT (As of December 1, 2015)

CASE NO.:

2015-93-TP

PROPOSED SUBDIVISION NAME: DOUX MAISON

DEVELOPER:

Stronghold Construction

ENGINEER/SURVEYOR:

J.V. Burkes & Associates, Inc.

SECTION:

45

WARD: 5

TOWNSHIP:

6 South

PARISH COUNCIL DISTRICT: 6

RANGE:

14 East

TYPE OF DEVELOPMENT:

URBAN (Residential lots less than 1 acre)

SUBURBAN (Residential lots between 1-5 acres) <u> X</u>

RURAL (Residential Farm Tract lots 5 acres plus)

OTHER (PUD, Multi-family, commercial or industrial)

**GENERAL LOCATION:** 

The property is located on the west side of LA Highway 41, Bush,

Louisiana.

SURROUNDING LAND USES:

North - undeveloped

South - undeveloped East - undeveloped West - undeveloped

TOTAL ACRES IN DEVELOPMENT:

10.921

NUMBER OF LOTS: 8

TYPICAL LOT SIZE: 1 acre

SEWER AND WATER SYSTEMS:

Individual

PROPOSED ZONING:

A-2 Suburban (existing)

FLOOD ZONE DESIGNATION:

C

#### STAFF COMMENTARY:

### Department of Development - Planning

1. Pursuant to Section 40-036.01 of Subdivision Regulatory Ordinance No. 499, community sewer and water facilities are required for lots of this size (please see a more detail explanation of requirements from the department of engineering below).

With the exception of the aforementioned comment, the developer has complied with all other "redline"

comments and/or corrections.

#### **Informational Items:**

1. Parish code requires that a land clearing permit be applied for and obtained through the Department of Development prior to the developer receiving a work order in conjunction with the preliminary subdivision review process.

The staff recommends approval subject to the developer complying with all staff comments.

#### **Department of Engineering**

#### Sewer & Water Comments:

The developer is requesting a waiver for the provision of central sewer and water. See attached letter from J.V. Burkes dated 11/10/2015.

Section 40-036.01 Central Water Systems of the Subdivision Regulatory Ordinance No. 499 states that "Whenever the average lot size of a proposed subdivision to be located entirely within an A-2 Suburban District is greater than two acres, the Planning Commission, at the time of its consideration of the tentative plan for the subject subdivision, may waive the requirement" for central water.

Section 40.036.02 Development Plan for Community Sewerage Systems of the Subdivision Regulatory Ordinance No. 499 states that "The use of individual sewerage systems in lieu of a community sewerage system may be authorized and will be considered under the following circumstances: In subdivisions comprised of less than 15 lots with a minimum lot size of two acres or greater and a minimum frontage of 125 feet".

Since the proposed subdivision does not meet the minimum lot size or frontage requirements for a waiver of central water or sewer, the staff does not recommend approval of the proposed subdivision.

#### **Traffic Comments:**

A DOTD Driveway permit must be obtained since the proposed development will front on Highway 41.

# FINAL SUBDIVISION REVIEW

# FINAL SUBDIVISION STAFF ANALYSIS REPORT (As of December 1, 2015)

CASE NO.:	2015-94-FP

SUBDIVISION NAME: Berkshire

DEVELOPER: SJL Berkshire, LLC

1244 S. Range Avenue

Denham Springs, LA 70727

ENGINEER/SURVEYOR: J. V. Burkes & Associates, Inc.

SECTION: 24 WARD: 8

TOWNSHIP: 8 South PARISH COUNCIL DISTRICT: 9

RANGE: 14 East

TYPE OF DEVELOPMENT: URBAN (Residential lots less than 1 acre)

SUBURBAN (Residential lots between 1-5 acres)
RURAL (Residential Farm Tract lots 5 acres plus)

X OTHER (Multi family, commercial or industrial) PUD

TOTAL ACRES IN DEVELOPMENT: 33.680

NUMBER OF LOTS: 91 AVERAGE LOT SIZE: Varies

Varies

SEWER AND WATER SYSTEMS: Central

ZONING: PUD

FLOOD ZONE DESIGNATION: "C" & "AE"

#### **STAFF COMMENTARY:**

#### **Department of Engineering**

- 1. Periodic inspections have been made by this office during construction and the final inspection was made on November 23, 2015. The inspection disclosed that the base course (2 inches) of asphalt has been constructed. The developer is requesting that the final course (2 inches) be delayed until the majority of this subdivision has been "built out". This has been allowed in several other subdivisions in the past with successful results. The roadside ditches are functioning and the detention pond has been constructed.
- 2. The following minor uncompleted items existed at the time of the final inspection and will be completed before the plats are signed.
  - a. Since the entire subdivision was constructed (not in phases) the developer is required to construct the Gazebo, Health Training Center and Walking/Jogging path at this time.

- b. Remove sidewalks from typical roadway x-section.
- c. Lot #60 needs to have a 10' x 10' "sign servitude" to install the subdivision name sign.
- d. Show detail of how the drainage enters the detention pond at south end of the detention pond.
- e. Show As-Built elevations of the drainage ditch on the South side of the subdivision.
- f. Show the location of the outlet control structure on the drainage plan.
- g. The following note is needed on the plat:

NOTE: Asphalt binder course (course #1) installed. Wearing course (course #2) to be installed at a later date.

#### Water and Sewer:

- h. negative bacteriological report relative to the construction of the project's water system has not been issued by the LA DH&H/OPH as required by Section 40-070.0 of the Subdivision Regulatory Ordinance No. 499.
- I. letter of acceptance and responsibility for the perpetual maintenance and operation of the water and sewer system has not been issued by the utility provider as required.

#### **Traffic Comments:**

- j. The as-built signage plan does not contain any of the signage. Revise and resubmit showing all existing subdivision signage.
- k. There is a stop sign missing on Oakley Blvd. at the intersection of Oakley Blvd. and Berkshire Dr.
- 1. The typical sign detail should be modified to show a horizontal distance of 2' from the edge of pavement to the edge of the sign. Reference the MUTCD page 38, figure 2A-2-C "Roadside sign in business, commercial, or residential area".
- 3. Should the Planning Commission approve the request for final approval a Performance Obligation in the amount of 4,128.59 linear feet x 1/4 x \$40.00 per foot = \$41,300 will be required for a period of six (6) months.
- 4. The staff recommends approval of the proposed final subdivision request subject to the developer complying with all comments and no plats to be signed until all items are satisfactorily completed.
- 5. No Warranty Obligation should be established at this time. The Warranty Obligation will be established and commence upon completion of the asphalt roadway.
- 6. Mandatory Developmental Fees are required as follows:

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Road Impact Fee = $1077 per lot x 91 lots = $98,007
Drainage Impact Fee = $1114 per lot x 91 lots = $101,374
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FEES ARE DUE BEFORE PLATS CAN BE SIGNED.

#### **Department of Planning**

- 1. The developer has depicted greenspace and amenities within the development pursuant to parish code requirements and has not yet submitted a ."Recreational Development Plan" as was required as part of preliminary approval. Therefore, the developer need to submit said plan to the staff in document form inclusive of the amenities that are being provided, a landscape plan if applicable, a time schedule for development of the amenities, and the entity or entities whom shall be responsible for the liability and maintenance of the greenspace areas.
- 2. The developer needs to depict on the plat either by notation or in the restrictive covenants as to what kind of greenspace is being provided (no-cut, limited-cut, etc...).

The staff recommends approval subject to the develop complying with all comments; and that the plat not be recorded for public record until said comments have been satisfactory addressed.

# FINAL SUBDIVISION STAFF ANALYSIS REPORT (As of December 1, 2015)

CASE NO.:

2015-96-FP

SUBDIVISION NAME:

Grand Oaks S/D, Ph. 2B

**DEVELOPER:** 

**Trinity Developers** 

ENGINEER/SURVEYOR:

Kelly J. McHugh & Associates, Inc.

SECTION:

17

WARD:

TOWNSHIP: 7

7 South

PARISH COUNCIL DISTRICT:

**RANGE:** 

10 East

TYPE OF DEVELOPMENT:

X URBAN (Residential lots less than 1 acre)

SUBURBAN (Residential lots between 1-5 acres)
RURAL (Residential Farm Tract lots 5 acres plus)

OTHER (Multi family, commercial or industrial) PUD

TOTAL ACRES IN DEVELOPMENT:

17.16

NUMBER OF LOTS: 44

Α.

**AVERAGE LOT SIZE:** 

Varies

1

SEWER AND WATER SYSTEMS:

Central

**ZONING:** 

**A4** 

FLOOD ZONE DESIGNATION:

"C"

#### STAFF COMMENTARY:

#### **Department of Engineering**

- 1. Periodic inspections have been made by this office during construction and the final inspection was made on November 23, 2015. The inspection disclosed that the base course (2 inches) of asphalt has been constructed. The developer is requesting that the final course (2 inches) be delayed until the majority of this subdivision has been "built out". This has been allowed in several other subdivisions in the past with successful results. The roadside ditches are functioning and the detention pond has been constructed.
- 2. The following uncompleted items existed at the time of the final inspection and will be completed before the plats are signed.
  - a. Base test results are needed.
  - b. Asphalt test results are needed.
  - c. Phase 2B property description is needed on the subdivision plat.
  - d. Ditch invert elevations are needed at each lot corner.

- e. Street name signs are needed.
- f. Restrictive covenant No. 4 needs to be revised to include "private" drainage.......
- g. Remove the levee between detention ponds on the subdivision plat and As-Built Paving & Drainage plan.
- h. The following note is required at the PRIVATE DRAINAGE SERVITUDE behind lots #93 thru #101 -

"NOTE: Rear and side lot swales for lots #93 thru #101 shall be a private servitude for the homeowners to drain the rear yard and adjacent lots to the west. Fences, driveways or any other structures placed in the private rear and side yard swales shall be done in a manner as to not impede the flow of surface drainage."

Show on S/D plat and as-built drainage plan

- i. Remove the Restrictive covenants and dedication from the As-Built drawing.
- j. The undescribed dotted lines between Lots #91/92 needs to be removed.
- k. Need As-Built elevations on the detention pond addition in this phase.
- l. Need As-Built elevations of the drainage swale at the rear of Lots #93 thru #101.
- m. The following note is needed on the plat:

NOTE: Asphalt binder course (course #1) installed. Wearing course (course #2) to be installed at a later date.

#### Water and Sewer:

- n. A negative bacteriological report relative to the construction of the project's water system has not been issued by the LA DH&H/OPH as required by Section 40-070.0 of the Subdivision Regulatory Ordinance No. 499.
- A letter of acceptance and responsibility for the perpetual maintenance and operation
  of the water and sewer system has not been issued by the utility provider as required.

#### **Traffic Comments:**

- p. An as-built signage plan must be submitted.
- 3. Should the Planning Commission approve the request for final approval a Performance Obligation in the amount of 2600 linear feet x 1/4 x \$40.00 per foot = \$26,000 will be required for a period of six (6) months.
- 4. The staff recommends approval of the proposed final subdivision request subject to the developer complying with all comments and no plats to be signed until all items are satisfactorily completed.
- 5. No Warranty Obligation should be established at this time. The Warranty Obligation will be established and commence upon completion of the asphalt roadway.

6. Mandatory Developmental Fees are required as follows:

Road Impact Fee = \$1077 per lot x 44 lots = \$47,388Drainage Impact Fee = \$1114 per lot x 44 lots = \$49,016

FEES ARE DUE BEFORE PLATS CAN BE SIGNED.

## **Department of Development - Planning**

None

# FINAL SUBDIVISION STAFF ANALYSIS REPORT (As of December 1, 2015)

CASE NO.: 2015-98-FP			
SUBDIVISION NAME:	Wadsworth		
DEVELOPER/OWNER:	The Azby Fun	d & Wadsworth Estate	es, L.L.C.
ENGINEER/SURVEYOR:	GEC, Inc./R. \	W. Krebs, L.L.C.	
SECTION 33 TOWNSHIP 7South RANGE 12East	WARI PARIS	D: 4 SH COUNCIL DISTR	ICT: 5
TYPE OF DEVELOPMENT:	<u></u>	SUBURBAN (Residentia	al lots less than 1 acre) dential lots between 1-5 acres) al Farm Tract lots 5 acres plus) ily, commercial or industrial)(PUD)
TOTAL ACRES IN DEVELOP	MENT:	160.0587	
NUMBER OF LOTS: 5	AVER	AGE LOT SIZE:	Varies
SEWER AND WATER SYSTE	MS: Centra	1	
ZONING: PUD			
FLOOD ZONE DESIGNATION	i: C		
STAFF COMMENTARY:			

#### Department of Engineering

- 1. Periodic inspections have been made by this office during construction and the final inspection was made on 11/23/15. The inspection disclosed that the asphalt road is constructed, road shoulders need to constructed, roadside ditches need to be regraded and sewer and water infrastructure needs to be completed.
- 2. Since the infrastructure has not been completed the developer is requesting that a Performance Obligation be established for a period of six (6) months covering the work required. See attached tabulation of items not completed.
- 3. Should the Planning Commission approve the request for final approval a Performance Obligation will be required for the infrastructure to be constructed.

- 4. The staff has reviewed the engineer's calculations and agrees with the contents. It is recommended that a Performance Obligation be established in the amount of \$334,990.00 for a period of six (6) months.
- 5. No Warranty Obligation is required at this time and will be established upon completion of the infrastructure.
- 6. No Mandatory Developmental Fees are required since a Public Hearing was held prior to January 1, 2005.

#### **Department of Development - Planning**

None

TOTAL COST= \$ 334,990.00

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