

ST. TAMMANY PARISH COUNCIL

RESOLUTION

RESOLUTION COUNCIL SERIES NO: C-4033

COUNCIL SPONSOR: FALCONER/BRISTER PROVIDED BY: DATA MANAGEMENT

RESOLUTION TO CONCUR/NOT CONCUR WITH THE PEARL RIVIER ANNEXATION AND REZONING OF .80 ACRES OF LAND MORE OR LESS, FROM PARISH A-3 SUBURBAN DISTRICT TO PEARL RIVER R-1A SINGLE FAMILY RESIDENTIAL DISTRICT WHICH PROPERTY IS LOCATED AT 66059 CRAWFORD LANE, LOT 6C PARCEL A, SECTION 37, TOWNSHIP 7 SOUTH, RANGE 14 EAST, PEARL RIVER, ST. TAMMANY PARISH, LOUISIANA, WARD 6, DISTRICT 6.

WHEREAS, Pearl River is contemplating annexation of .80 acres more or less, owned by Angela Galloway , and located at 66059 Crawford lane, Lot 6C Parcel A, Section 37, Township 7 South, Range 14 East, Pearl River, St Tammany Parish, Louisiana, Ward 6, District 6 (see attachments for complete description); and

WHEREAS, the proposed annexation is not consistent with the Annexation Agreement entered into by Pearl River and St. Tammany Parish effective April 1, 2003; and

WHEREAS, the property requires rezoning from Parish A-3 Suburban District to Pearl River R-1A Single Family Residential District which is not an intensification of zoning; and

WHEREAS, the property is not developed and the proposed annexation would not result in a split of the sales tax revenues, all sales tax revenue accrues to the Parish.

THE PARISH OF ST. TAMMANY HEREBY RESOLVES to Concur/Not Concur with the Pearl River annexation and rezoning of .80 acres of land more or less, located at 66059 Crawford lane, Lot 6C Parcel A, Section 37, Township 7 South, Range 14 East, Pearl River, St Tammany Parish, Louisiana from Parish A-3 Suburban District to Pearl River R-1A Single Family Residential District in accordance with the April 1, 2003 Annexation Agreement between the Parish and Pearl River.

BE IT FURTHER RESOLVED that should this property be annexed, the St. Tammany Parish Council requires that Pearl River review development proposals utilizing the applicable Parish Drainage Model and compliance with Parish Drainage Regulations.

BE IT FURTHER RESOLVED that the St. Tammany Parish Council requires that Pearl River requires a Traffic Impact Analysis be performed and that the Parish Department of Engineering be consulted on the traffic and access impacts of any proposed development.

THIS RESOLUTION HAVING BEEN SUBMITTED TO A VOTE, THE VOTE THEREON WAS AS FOLLOWS:

MOVED FOR ADOPTION BY: _____ SECONDED BY: _____

YEAS: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

THIS RESOLUTION WAS DECLARED ADOPTED ON THE 3 DAY OF APRIL , 2014, AT A REGULAR MEETING OF THE PARISH COUNCIL, A QUORUM OF THE MEMBERS BEING PRESENT AND VOTING.

R. REID FALCONER, AIA, COUNCIL CHAIRMAN

ATTEST:

THERESA L. FORD, COUNCIL CLERK



Pat Brister
Parish President

St. Tammany Parish Government

Assistant Chief Administrative Office

Data Management

P. O. Box 628

Covington, LA 70434

Phone: (985) 898-2865

Fax: (985) 898-5238

Email: rthompson@stpgov.org

Re: Administrative Comment

Date:

Annexation staff #:PR2014-01

The Town of pearl River is contemplating annexation of **.80** Acres owned by **Angela Galloway**.

Property is located at **66059 Crawford lane, Lot 6C Parcel A, Section 37, Township 7 South, Range 14 East, Pearl River, St Tammany Parish, Louisiana**

Robert K. Thompson

Special Revenue Manager

Phone: (985) 898-2865



St. Tammany Parish Government
Government that Works

Annexation

City: Pearl River City Case No: 13-8-9 Staff Reference: PR2014-01

Date: _____ Line _____ Priority 1

Location: 66059 Crawford lane, Lot 6C Parcel A, Section 37, Township 7 South, Range 14 East, Pearl River, St Tammany Parish, Louisiana

District: _____
Parish Zoning: A-3 Suburban
City Zoning: R-1A Single Family Residential
Subdivision: Crawford Addition

Existing Use: Residential

Developed Intensification Concur w/ City

Size: .80 acres

Population: _____ Concur: _____

STR: Sect 37, T-7- S, R-14- E

Annex Status: _____ Sales Tax: _____

City Actions

Council Actions

Ordinance: 13-18-9 City Date: 10/8/2013

Resolution: _____ Council Date: _____

PR2014-01: STP Department notes:

Date	Department	Originator	Note
2/25/2014	Planning	S Fontenot	<p>The proposal does not meet the requirements of the Louisiana Revised Statutes relative to annexation as it is not contiguous to the Town of Pearl River.</p> <p>The subject property is not located within the Growth Management Agreement - Priority 1 area for the Town of Pearl River.</p> <p>The proposed land use is not an intensification of land uses as both single family districts.</p>
2/3/2014	Engineering	P Carrol	<p>Floodplain storage must be maintained. Part of this property appears to be in the 100 year floodplain. Parish drainage and traffic regulations must be followed.</p>
2/21/2014	Public Works	J Lobrano	<p>This Annexation will have approx. 350 feet of Parish maintained road on it. If annex the town will assume maintenance of the last 350 feet of Crawford Road</p>
2/3/2014	Environmental	J Watson	<p>No DES Issues</p>
2/25/2014	Data Management	B Thompson	<p>Town of Pearl River Annexed property prior to notifying the parish of their intention to Annex. Property was annexed on 10/8/2013, the Parish was notified on 2/19/2014</p>
2/25/2014	Legal	M. Sevante	<p>Email from Mike Sevante to Kelly M. Rabalais ; Terry J. Hand; Beverly B. Gariepy; Sidney Fontenot:Richard Tanner ; Robert K. Thompson; Neil Hall</p> <p>All:</p> <p>The Town of Pearl River apparently adopted ordinance(s) earlier this year annexing two (2) parcels of property on the south side of Crawford Lane, and it appears without any prior notice to the Parish. The annexations appear to be inconsistent with the applicable growth management agreement and also inconsistent with state annexation law. Although, the parcels appear to be just outside of the growth management area east of the Hwy. 41 Spur. There should be internal discussion of legal effect and consequences as soon as possible since the ability of the Parish to file suit to contest these annexations, should it find it necessary to do so, is likely very short.</p> <p>The Parish reportedly first received written notice of these annexations by fax from the Town on February 19, 2014, and sent to Data Management. This occurred after the Town called the Parish recently, requesting the Parish Council resolutions on these annexations. The Town was told the Parish had no knowledge of these annexations, proposed or otherwise. No advertised public notices by the Town on these annexations can also be found. It is unknown at this time whether the Town has published the annexation ordinances. Data Management is trying to determine this.</p>

ST. TAMMANY PARISH COUNCIL

RESOLUTION

RESOLUTION COUNCIL SERIES NO. _____

COUNCIL SPONSOR: _____ PROVIDED BY: CAO

RESOLUTION TO CONCUR/NOT CONCUR WITH THE PEARL RIVER ANNEXATION AND REZONING OF .80 ACRES OF LAND MORE OR LESS FROM PARISH A-3 SUBURBAN DISTRICT TO PEARL RIVER R-1A SINGLE FAMILY RESIDENTIAL DISTRICT WHICH PROPERTY IS LOCATED AT 66059 CRAWFORD LANE, LOT 6C PARCEL A, SECTION 37, TOWNSHIP 7 SOUTH, RANGE 14 EAST, PEARL RIVER, ST TAMMANY PARISH, LOUISIANA, WARD 6, DISTRICT 6.

WHEREAS, Pearl River is contemplating annexation of .80 acres more or less owned by Angela Galloway , and located at 66059 Crawford lane, Lot 6C Parcel A, Section 37, Township 7 South, Range 14 East, Pearl River, St Tammany Parish, Louisiana, Ward 6, District 6 (see attachments for complete description); and

WHEREAS, the proposed annexation **is not** consistent with the Annexation Agreement entered into by Pearl River and St. Tammany Parish effective April 1, 2003; and

WHEREAS, the property requires rezoning from Parish A-3 Suburban District to Pearl River R-1A Single Family Residential District which **is not** an intensification of zoning; and

WHEREAS, the property **is not** developed and the proposed annexation **would not** result in a split of the sales tax revenues, *all sales tax revenue accrues to the Parish.*

THE PARISH OF ST. TAMMANY HEREBY RESOLVES to **Concur/Not Concur** with the Pearl River annexation and rezoning of .80 acres of land more or less, located at 66059 Crawford lane, Lot 6C Parcel A, Section 37, Township 7 South, Range 14 East, Pearl River, St Tammany Parish, Louisiana from Parish A-3 Suburban District to Pearl River R-1A Single Family Residential District in accordance with *the April 1, 2003 Annexation Agreement between the Parish and Pearl River.*

BE IT FURTHER RESOLVED that should this property be annexed, the St. Tammany Parish Council requires that Pearl River review development proposals utilizing the applicable Parish Drainage Model and compliance with Parish Drainage Regulations.

BE IT FURTHER RESOLVED that the St. Tammany Parish Council requires that Pearl River requires a Traffic Impact Analysis be performed and that the Parish Department of Engineering be consulted on the traffic and access impacts of any proposed development.

THIS RESOLUTION HAVING BEEN SUBMITTED TO A VOTE, THE VOTE THEREON WAS AS FOLLOWS:

MOVED FOR ADOPTION BY _____, SECONDED BY _____

YEAS:

NAYS:

ABSTAIN:

ABSENT:

THIS RESOLUTION WAS DECLARED ADOPTED ON THE _____ DAY OF _____, 2014, AT A REGULAR MEETING OF THE PARISH COUNCIL, A QUORUM OF THE MEMBERS BEING PRESENT AND VOTING.

REID FALCONER, COUNCIL CHAIRMAN

ATTEST:

THERESA FORD, CLERK OF COUNCIL (PR2014-01)



Pearl River Annexation PR2014-01



St. Tammany Parish Government
P.O. Box 628
Covington, LA 70434

-  Streams
-  Streets
-  Major Roads
-  T/R Sections
-  Pearl River
-  PR2014-01



This map was produced by
St. Tammany Parish Information Services.

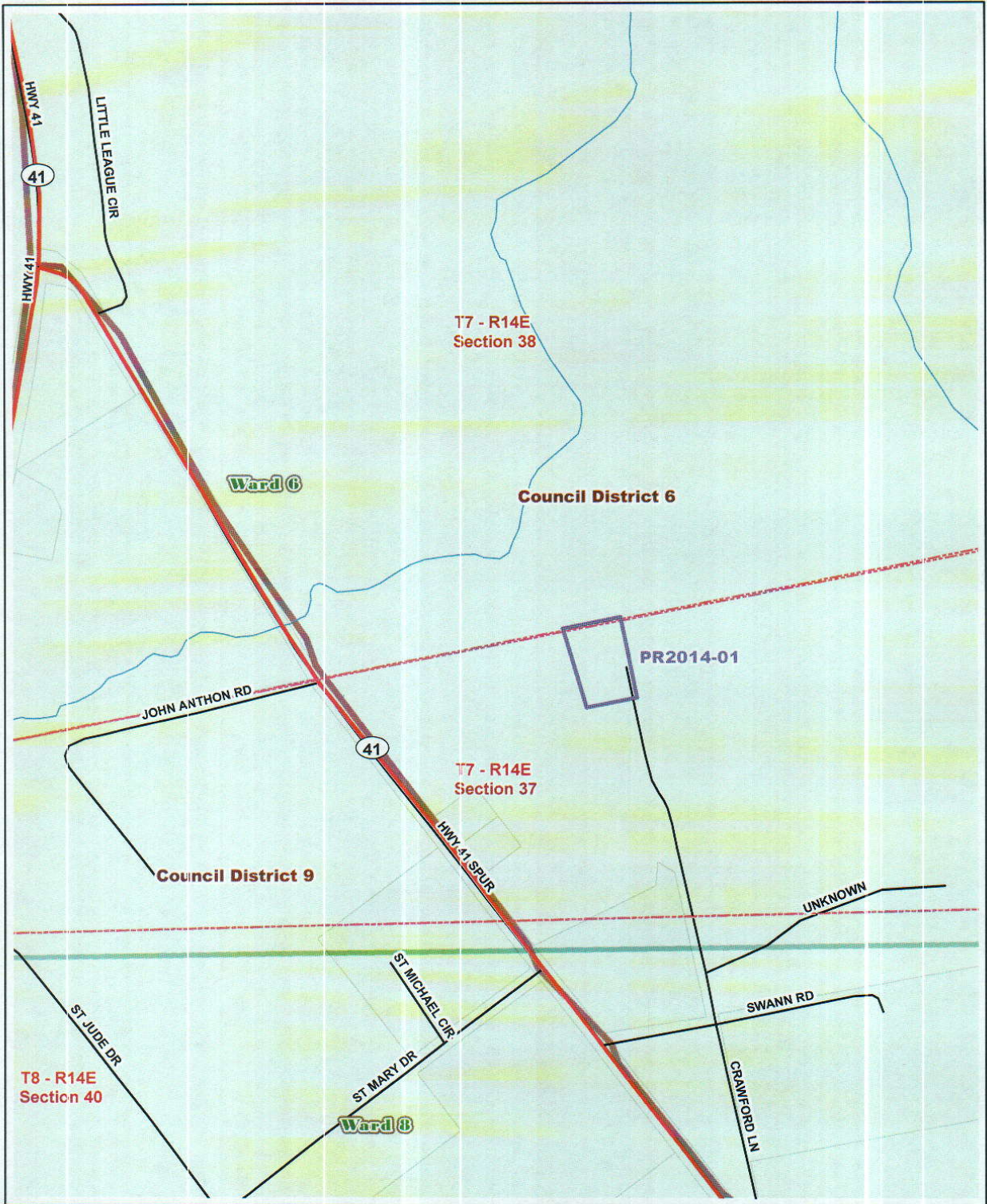
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Map Number: abg2014-015 Date:02/24/2014.

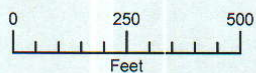


Pearl River Annexation PR2014-01

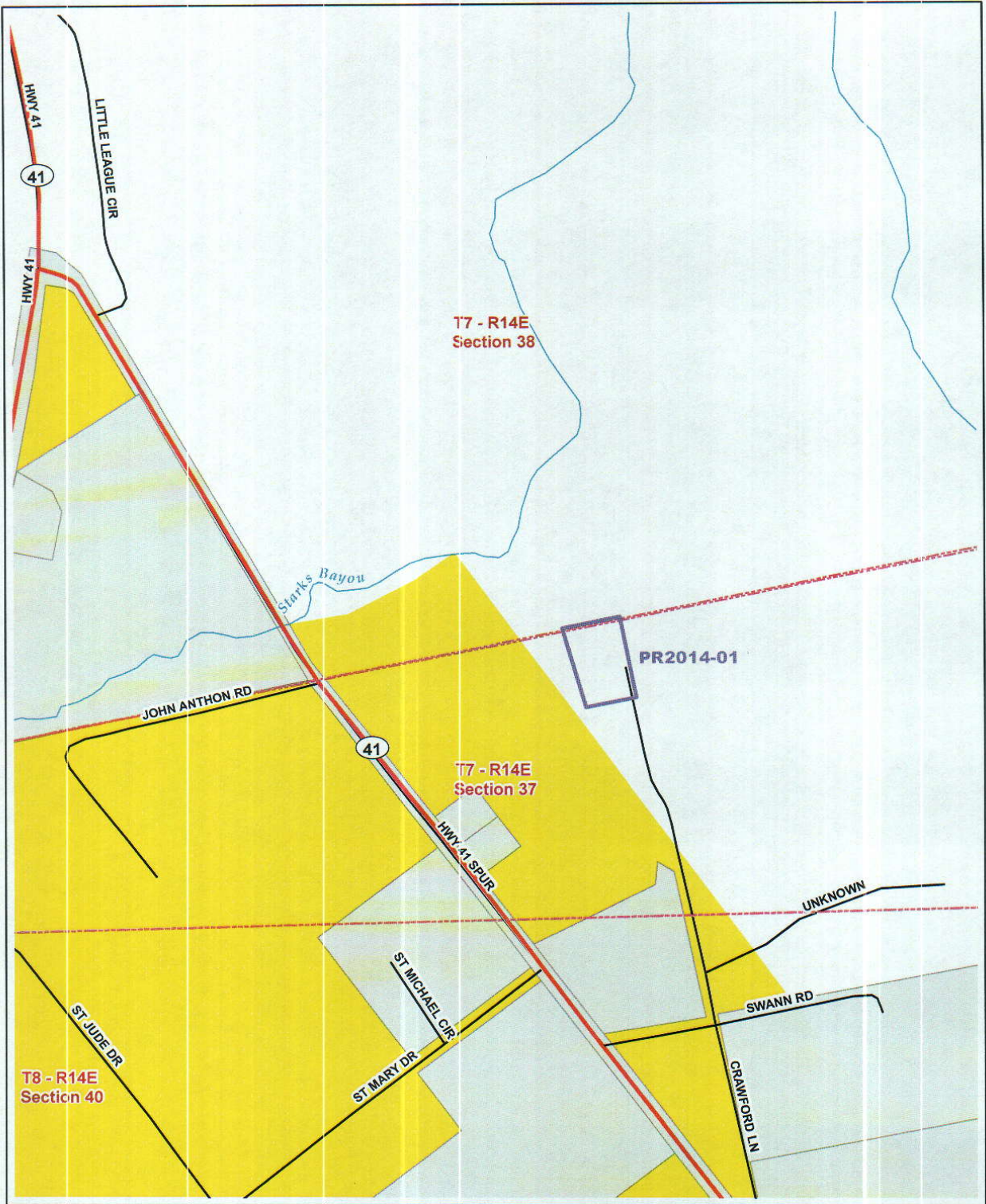


St. Tammany Parish Government
P.O. Box 628
Covington, LA 70434

- | | |
|--------------|-------------------|
| Streams | Council Districts |
| Streets | Wards |
| Major Roads | PR2014-01 |
| T/R Sections | Pearl River |



This map was produced by St. Tammany Parish Information Services.
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Map Number: abg2014-016 Date: 2/24/2014.



Pearl River Annexation PR2014-01

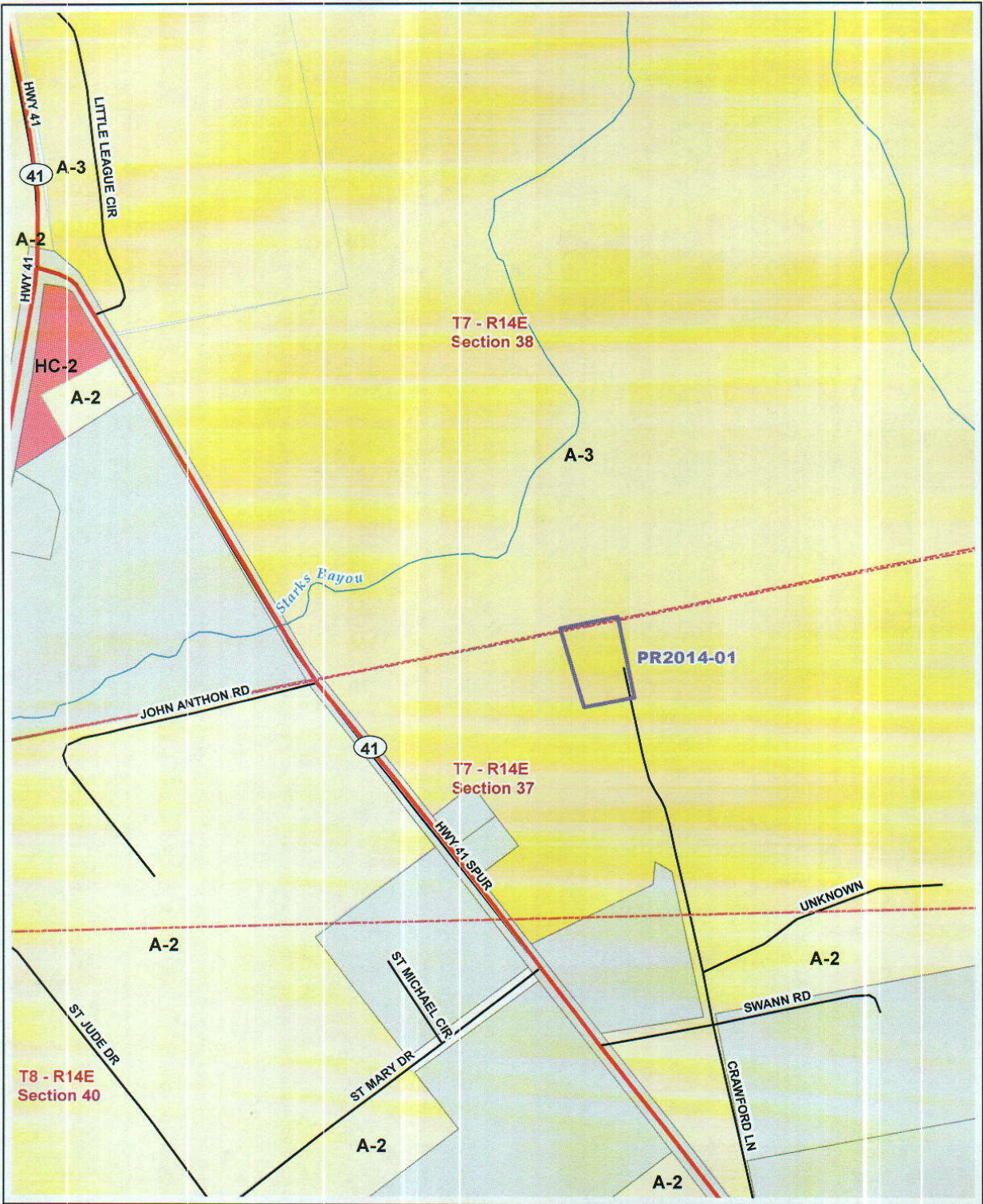


St. Tammany Parish Government
P.O. Box 628
Covington, LA 70434

- | | |
|--------------|------------------------|
| Streams | Pearl River |
| Streets | Pearl River GMA |
| Major Roads | Priority 1 |
| T/R Sections | Priority 2 |
| PR2014-01 | Growth Management |



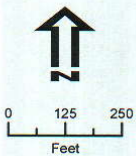
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Map Number: abg2014-017 Date: 2/25/2014.



Pearl River Annexation PR2014-01



St. Tammany Parish Government
P.O. Box 628
Covington, LA 70434



- Streams
- Streets
- Major Roads
- T/R Sections
- PR2014-01
- Pearl River

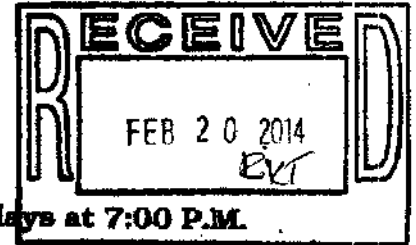
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- | | | |
|---------------------------------|--|--|
| E-1 Estate | NC-4 Neighborhood Institutional | MD-1 Medical Residential |
| E-2 Estate | NC-5 Retail and Service | MD-2 Medical Clinical |
| E-3 Estate | NC-6 Public, Cultural and Recreational | MD-3 Medical Facility |
| E-4 Estate | PBC-1 Planned Business Campus | MD-4 Medical Facility |
| A-1 Suburban | PBC-2 Planned Business Campus | PF-1 Public Facilities |
| A-1A Suburban | HC-1 Highway Commercial | PF-2 Public Facilities |
| A-2 Suburban | HC-2 Highway Commercial | CB-1 Community Based Facilities |
| A-3 Suburban | HC-2A Highway Commercial | ED-1 Primary Education |
| A-4 Single Family Residential | HC-3 Highway Commercial | ED-2 Secondary Education |
| A-4A Single Family Residential | HC-4 Highway Commercial | AT-1 Animal Training Housing |
| A-5 Two Family Residential | HC-5 Highway Commercial | RBG Riverboat Gaming District |
| A-6 Multiple Family Residential | I-1 Industrial | PUD Planned Unit Development |
| A-7 Multiple Family Residential | I-2 Industrial | AAO Abita Airport Overlay |
| A-8 Multiple Family Residential | I-3 Heavy Industrial | MHO Manufactured Housing Overlay |
| NC-1 Professional Office | I-4 Heavy Industrial | RO Rural Overlay |
| NC-2 Indoor Retail Service | SWM-1 Solid Waste Management | TND-1 Traditional Neighborhood Development |
| NC-3 Lodging | SWM-2 Solid Waste Management | TND-2 Traditional Neighborhood Development |

PR2014-01

P.C. file
9.3.13

Town of Pearl River Annexation Request



Planning Commission Meets First and Third Tuesdays at 7:00 P.M.

Please include:

1. Map
2. Description

A fee of \$25.00 per acre, or per text change, not to exceed \$200.00 is required upon acceptance.

Petition is hereby made to the Planning Commission and to the Town of Pearl River for annexation into the Town of Pearl River, by:

Name: Angela Ballouway
 Street Address: 161059 Crawford Lane Pearl River, LA 70453
 Telephone Number: 985-240-4785
 Zoning of Property to be Annexed: _____
 Reason for Annexation: Takes part in our community.
 Description of Property: _____

(or attach copy of deed & map)

IF A PUBLIC HEARING MUST BE HELD, THE PERSON REQUESTING ANNEXATION MUST BE PRESENT.

For Office Use Only	
Date of Public Hearing:	_____
Date of Presentation to Town Council:	_____
Result of Public Hearing:	_____
Zoning After Annexation:	_____



TOWN OF PEARL RIVER

39460 Willis Alley - Town Hall

P.O. Box 1270

Pearl River, Louisiana 70452

Phone (985) 863-5800

FAX (985) 863-2586

townhall@townofpearlriver.net

JAMES LAVIGNE

Mayor

DAVID MCQUEEN

Mayor Pro Tempore

RONALD W. "RON" GUTH

Town Attorney

HUBY GAULEY
KATHRYN WALSH
MARIE CROWE
ELLA BRAKEFIELD
Aldermen

BENNIE RAYNOR
Chief of Police

DIANE BENNETT
Town Clerk

BRENDA WICHTERICH
Deputy Clerk

CINDY EVANS
Court Clerk

ANNEXIATION ORDINANCE

#13-18-9

The Town of Pearl River seeks annexation into the corporate limits said property that is contiguous to the present boundaries of the Town.

WHEREAS, the petition is made by the property owner Angela Galloway, 66059 Crawford Lane, to be incorporated into the Town of Pearl River for the .80 acre to be rezoned R-1A.

WHEREAS, the petitioners have requested annexation for .80 acre for police protection and to vote.

WHEREAS, Request made by Angela Galloway to incorporate her property described as: A total of .80 acre, which is contiguous with the present boundaries of the Town of Pearl River, and said property is .80 acre Lot C MEAS 230x141.54x230x162 CONT. .80 ACS being Parcel A INST NO 886272 INST NO 1069852, St. Tammany Parish, Louisiana.

WHEREAS, the proposed annexation is consistent with the annexation agreement entered into the Town of Pearl River and St. Tammany Parish.

NOW THEREFORE, This ordinance being submitted to a vote of the Town Council at a regular scheduled council meeting of the Mayor and Board of Alderman held on Tuesday, October 8, 2013 at 7p.m.

The motion was offered by Alderwoman Ruby Gauley to accept this property into the corporate limits of the Town of Pearl River and was seconded by Alderwoman Ella Brakefield.

Voting: 4 YEAS, 0 NAYS, Absent David McQueen- MOTION CARRIED.

James Lavigne, Mayor

Diana Bennett, Town Clerk

AN EQUAL OPPORTUNITY EMPLOYER



St. Tammany Parish Assessor's Office

Louis Fitzmorris
Assessor

St. Tammany Parish Justice Center
701 North Columbia Street - Covington, Louisiana 70423

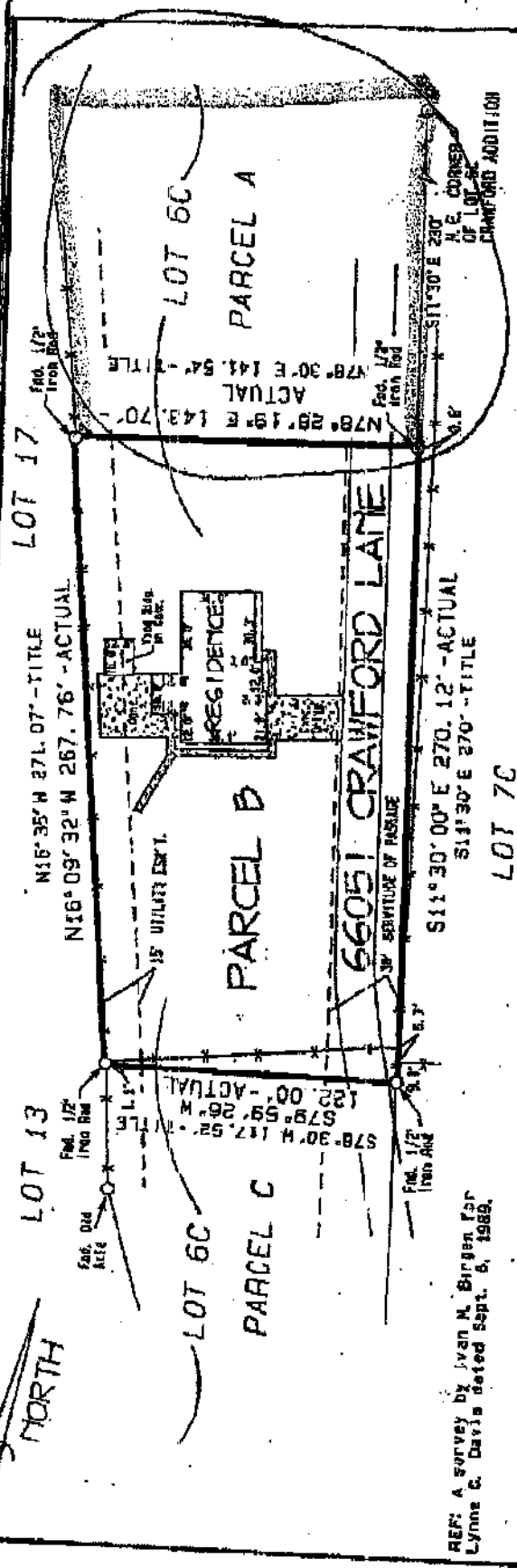
Ernest signed rights over to wife

Search for a property by: *Angela Galloway*
Last Name: First Name:
Year:

3 Hits.

- [Locations](#) <<
- [Purpose](#) <<
- [Important Dates](#) <<
- [Tax Calculation](#) <<
- [Market Value](#) <<
- [Property Value Search](#) <<
- [Forms](#) <<
- [Personal Property](#) <<

Year: 2012
Name: GALLOWAY, ERNEST ELVIN JR ETUX
Mailing Address: 66059 CRAWFORD LANE PEARL RIVER, LA 70452
Property Address: 66059 CRAWFORD LANE
Assessment Number: 125-115-3064
Property Description: LOT 6C MEAS 230X141.54X230X162 CONT .80 ACS BEING PARCEL A INST NO 886272 INST NO 1069852
Exemption: H
Parish Tax: \$0.00
City Tax: \$0.00
Parish Mills: 162.09
City Mills: 0.00
Improvement: 2,871
Land: 2,000
Total Assessed Value: 4,871
Homestead: 4,871
Taxable: 0
Taxes: \$0.00
Taxes saved by Homestead Exemption: \$789.54



**SURVEY MAP OF
 PARCEL B, A PORTION OF LOT 6C,
 CRAWFORD ADDITION
 IN
 PEARL RIVER,
 St. Tammany Parish, Louisiana**

for
**SHERRY WRENN WIFE OF AND GARY
 FRANKLIN JOHNSON, WILLIAM LAWSON
 DAVIS III & LYNNE ADAIR CRAWFORD
 DAVIS, DELTA TITLE CORP. and
 CHICAGO TITLE INSURANCE CO.**

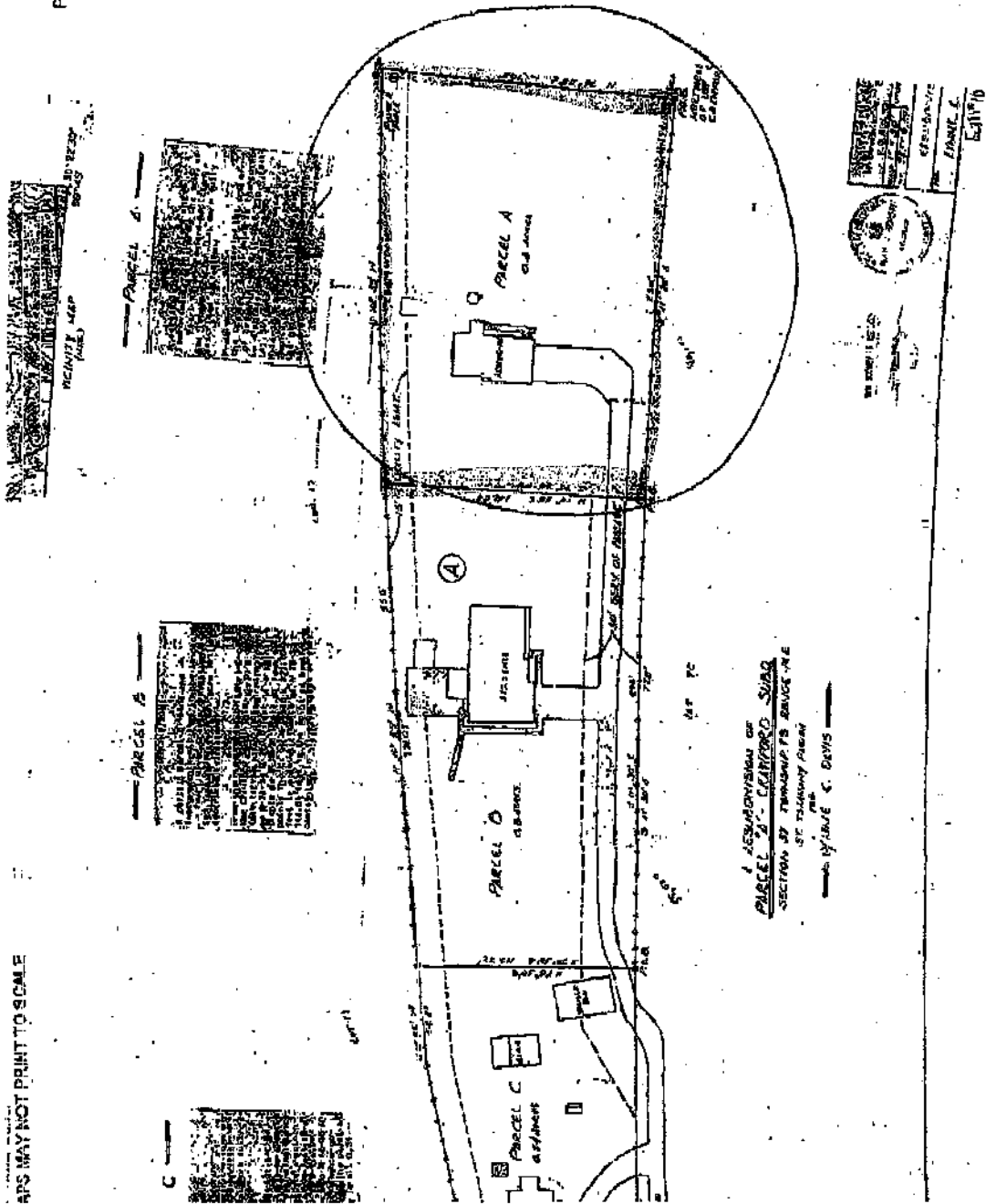
NOTE: Subsequent to this survey, the owner of the property described herein has been notified by the insurance administration that hazard removal has not been completed. It is noted in this report that the insurance administration has not been notified by the owner of the property described herein that the hazard removal has not been completed. It is noted in this report that the insurance administration has not been notified by the owner of the property described herein that the hazard removal has not been completed.

NOTE: It is to certify that I have examined the Federal Insurance Administration Form Hazard Removal, and that I have advised the owner of the property described herein that the hazard removal has not been completed. It is noted in this report that the insurance administration has not been notified by the owner of the property described herein that the hazard removal has not been completed.

Survey No. 940711
 Date: JUNE 20, 1981
 Scale: 1" = 50'

JOHN E. BONNEAU & ASSOCIATES, INC.
 Professional Land Surveyors • Planners and Consultants
 103 N. CAUSEWAY BLVD., SUITE 204 • MONROE, LA. 70448 (504) 826-0800
 SLIDELL (504) 826-2508 • MONROE (504) 826-3546 • N.O. (504) 486-2042
 FAX NO. (504) 626-0057

John E. Bonneau
 Professional Land Surveyor
 Registration No. 4439



APS MAY NOT PRINT TO SCALE

Map



All_Vendors



Building_Permits



major_roads



Streets



Streams & Rivers



Cities



Wards



Water Bodies



parish_land



Copyright

STPBasicMap
MIS/GIS Department



**St. Tammany Parish
Assessor's Office**

**Louis Fitzmorris
Assessor**

St. Tammany Parish Justice Center
701 North Columbia Street • Covington, Louisiana 70433

CERTIFICATE OF OWNERSHIP AND ASSESSED VALUATION

I, the undersigned Assessor of the Parish of St. Tammany, State of Louisiana, do hereby certify that according to the assessment rolls maintained by the Assessor's Office, the following are the current owners of the following described property, to-wit:

2012 Tax Roll - Assessment Number 125-115-3064

OWNERS: Galloway, Ernest Etvin Jr. Etux
65059 Crawford Lane
Pearl River, Louisiana 70452

PROPERTY DESCRIPTION: 2012 TAX ROLL

Lot 6C being parcel A cont .80 acres Inst No 886272 Inst No. 1069852

I do further certify that the assessed valuation of the above described tract is as follows:

2012 VALUATION:	Land	-	2,000
	Improvements	-	2,871
TOTAL ASSESSED VALUATION			<u>4,871</u>

In faith whereof, witness my official signature and the impress of my official seal, at

Covington, Louisiana this the 15th day of October, 2013.



LOUIS FITZMORRIS, Assessor
TROY DUGAS, Chief Deputy Assessor

Covington (985) 809-8180 | Slidell (985) 646-1990 | Fax (985) 809-8190

00007/0044

TOWN OF PEARL RIVER
www.slido.org

02/19/2014 3:26PM FAX 9858682588+



**St. Tammany Parish
Assessor's Office**

Louis Fitzmorris
Assessor

St. Tammany Parish Justice Center
701 North Columbia Street • Covington, Louisiana 70433

ASSESSOR'S CERTIFICATE OF OWNERSHIP

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

I, the undersigned Assessor of St. Tammany Parish, Louisiana hereby certifies that the following property will be assessed in the name Galloway, Ernest Elvin Jr., Etux as owner for the tax year 2012 and whose address is 66059 Crawford Lane, Pearl River, Louisiana 70452 and that the following certification is applicable to the property described as follows which is proposed for annexation into the Town of Pearl River:

PROPERTY DESCRIPTION

2012 Tax Roll Assessment: Assessment Number 125-115-3064


Lot 6C being parcel A cont. .80 acres Inst No. 886272 Inst No. 1069852

- I. The total assessed value of all property within the above described area is 4,871.
- II. The total assessed value of the resident property owners within the above described area is \$ 4,871 and the total assessed value of the property of non-resident property owners is 0.

III. I do further certify that the assessed valuation of the above described tract is as follows:

VALUATION:	Land	-	2,000
	Improvements	-	2,871
	TOTAL ASSESSMENT	-	<u>4,871</u>

In faith whereof, witness my official signature and the impress of my official seal, at
Covington, Louisiana this the 15th day of October, 2013.



LOUIS FITZMORRIS, Assessor
TROY DUGAS, Chief Deputy Assessor

**ST. TAMMANY PARISH
REGISTRAR OF VOTERS**

M. DWAYNE WALL, CERA
REGISTRAR



**STATE OF LOUISIANA
PARISH OF ST. TAMMANY**

CERTIFICATE OF REGISTRAR OF VOTERS

I, the undersigned Registrar of Voters for the Parish of St. Tammany, State of Louisiana, do hereby certify that the property described in the attached survey by John E. Bonneau & Associates, Inc., Survey drawing # 94711, dated June 20, 1994 and further identified as a certain parcel of land and improvements being Lot 6C Parcel A Crawford Addition, containing 0.8 acres more or less situated in the town of Pearl River, Section 37, Township 7 South, Range 14 East in St. Tammany Parish, State of Louisiana, and by the records in the Registrar of Voters office has two registered voters within said property Angela M. Galloway and Ernest Elvin Galloway Jr.

In faith whereof, witness my official signature and the impress of my official seal at Covington, Louisiana, on this 24th day of September, 2013.

M. Dwayne Wall
Registrar of Voters
St. Tammany Parish, Louisiana

Attachments:

Legal description, Map and Survey

Cc: Joanne Reed

701 N. COLUMBIA ST. - COVINGTON, LOUISIANA 70433 • 985-809-5500
520 OLD SPANISH TRAIL • SUITE 4C - SLIDELL, LOUISIANA 70458 • 985-646-4125
FAX NUMBER 985-809-5508

0008/0044

TOWN OF PEARL RIVER

02/19/2014 8:27PM FAX 9858882588+

Louisiana Secretary of State
Street Address List

For Parish ST. TAMMANY - 52 AND Ward <ALL> AND Precinct <ALL> AND City PEARL RIVER AND Street <ALL> Crawford Ln FROM 66059 TO 66059 ALL

City	Zip	Street	Apt	Ward	Pct	CT	SB	TX	JP	Houses#	R	Stat	Reg #	Name
PEARL RIVER	70452	CRAWFORD LN		00	604	//	08	06	06	66059	W	A	5949240	GALLOWAY, ANGELA M
PEARL RIVER	70452	CRAWFORD LN		00	604	//	08	06	06	66059	W	A	5879913	GALLOWAY, ERNEST ELVIN JR

Report Count: 2

PUBLIC HEARING

The Town of Pearl River Planning Commission called for a **PUBLIC HEARING** to be held at the Pearl River Town Hall, 39460 Willis Alley, Pearl River, LA 70452, on **Tuesday, September 17, 2013** at 6:30p.m. for the purpose of discussing:

**1. Dolan and Christina Crawford
66051 Crawford Lane
Annexation of 0.8 acres**

**2. Angela Galloway
66059 Crawford Lane
Annexation of 0.8 acres**

Any interested party may attend the Public Hearing.

PUBLIC HEARING

Town of Pearl River

The Town of Pearl River Planning Commission called for a **PUBLIC HEARING** to be held at the Pearl River Town Hall, 39460 Willis Alley, Pearl River, LA 70452, on Tuesday, September 17, 2013 at 6:30 p.m. for the purpose of discussing:

1. Dolin and Christina Crawford
66051 Crawford Lane
Annexation of
0.8 acres

2. Angela Galloway
66050 Crawford Lane
Annexation of
0.8 acres

Any interested party may attend the Public Hearing.

9/12/13

APP ~~DATE~~ 10-9-13

1 of 2

PLANNING & ZONING Commission Public HEARING

9-17-13

6:30 PM

MEETING CALLED TO ORDER

ROLL CALL

PRESENT

KENNY COOPER

JUDY ELLISON

JULIANA JAMES

LEIGH LAURINE

SAM PHILLIPS

ABSENT

PHYLLIS DELPUZT

FIRST ITEM ON OUR AGENDA

CHRISTINA & DELAN CRAWFORD JR.

66051 CRAWFORD LN.

PEARL RIVER, LA 70482

ANNEXATION OF .80 ACRES INTO TOWN OF PEARL RIVER LA.
(THEIR RESIDENT)

BOTH MRS & MS CRAWFORD WERE PRESENT.

THERE WAS NO QUESTION FROM THE PLANNING COMMISSION.

THERE WAS NO QUESTION OR OBJECTION FROM THE FLOW.

ITEM NUMBER TWO ON OUR AGENDA

ANGELA GALLOWAY

66059 CRAWFORD LN.

PEARL RIVER, LA. 70452

ANNEXATION OF 0.80 ACRES INTO TOWN OF PEARL RIVER
(THIS IS MRS GALLOWAY'S RESIDENT)

2A2

THERE WAS NO QUESTIONS FROM THE PLANNING COMMISSION:
THERE WAS NO OBJECTIONS FROM THE PLAN.

PUBLIC HEARING WAS ADJOURNED AT 6:45 PM

Sam Phillip Chairman

St Tammany Clerk of Court - Inst#301182

ST-6015 DS

DELTA TITLE CORPORATION

BOND FOR DEED

BY: LYNN ADAIR CRAWFORD DAVIS

DT. REC # 515,029
Inst # 301182
FILED ST. TAMMANY PAR
04/07/1994 18:45:00RN tbt
COUL. X MOR HI

TO: ANGELA WILLIAMS, WIFE OF/AND
ERNEST ELVIN GALLOWAY, JR.

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

BE IT KNOWN, that on this 30th day of March, in the year of Our Lord one thousand nine hundred and ninety four (1994).

BEFORE ME, Sidney J. Abdalla, Jr., a Notary Public, in and for the state and Parish aforesaid, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned,

PERSONALLY CAME AND APPEARED:

LINDA ADAIR CRAWFORD DAVIS (SS# [REDACTED]-3513), A person of the full age of majority and a resident of the City of Florence, State of Alabama, who declared unto me, Notary, that she has been married but once and then to William L. Davis, III with whom she is living and residing and whose mailing address is: 613 East Irvine Ave., Florence, AL 35630,

(hereinafter called "SELLER")

Lynne Adair Crawford Davis and William L. Davis, III, appearing herein by their duly authorized agent and attorney in fact, Emily Decker, as per Power of Attorney annexed hereto and made a part hereof.

AND

ANGELA WILLIAMS (SS# [REDACTED]-7101) WIFE OF/AND ERNEST ELVIN GALLOWAY, JR. (SS# [REDACTED]-9637), both of the full age of majority and residents of the Parish of St. Tammany, State of Louisiana, who declared unto me, Notary, that they have been married but once and then to each other and whose mailing address is: 66059 Crawford Lane, Pearl River, Louisiana, 70452.

(hereinafter called "PURCHASER")

who declared that contemporaneously with the execution of this instrument, Purchaser has paid to Seller the sum of Five thousand and no/100 (\$ 5,000.00) DOLLARS, cash in hand paid, receipt whereof is hereby acknowledged, and Purchaser does hereby bind and obligate Purchaser and Purchaser's heirs, successors and assigns, to pay unto Seller the additional sum of Twenty thousand and no/100 (\$20,000.00) DOLLARS, plus interest at the rate of Eight (8.0%) per annum from date hereof, payable as follows:

179 monthly installments of principal and interest in the amount of \$191.13, with a first payment due April 20, 1994 and continuing on the 20th of each month thereafter, with a final payment of \$191.27 due on or before March 20, 2009. It is understood and agreed that this note may be prepaid at any time without penalty. Plus the Escrow Agent's monthly service fee.

St. Tammany Clerk of Court - Inst#901182

SPECIAL POWER OF ATTORNEY

UNITED STATES OF AMERICA

STATE OF ALABAMA
COUNTY OF LAMBERT
CITY OF FLORENCE

66077 BIRMINGHAM
March 21 2014

before me, a Notary Public, duly commissioned and qualified in and for the above-indicated State and Parish (County), and in the presence of the undersigned witnesses, personally came and appeared the hereinafter named and undersigned PRINCIPAL, who declared under oath that he is of legal age and his marital status is as hereinafter set forth, and further that he does by these presents make, name, create, constitute and appoint the hereinafter named AGENT and ATTORNEY-IN-FACT (hereinafter referred to as AGENT), of the full age of majority, to be his true and lawful AGENT, hereby giving and granting unto said AGENT full power and authority, for him, and in his name, place and stead, to do and perform all the things and acts specified herein and in the numbered paragraph(s) indicated or completed below.

PRINCIPAL further authorizes and empowers his said AGENT to do and perform any and every act, matter and thing whatsoever, as shall or may be requisite and necessary in order to effectuate the purposes for which this power of attorney is granted, as fully and with like effect as if PRINCIPAL had been personally present and had done any such thing, performed any such act, and/or had signed all and any such document, deed, note, contract, application or other agreement, PRINCIPAL, hereby ratifying and confirming any and all things done by his said AGENT and adopting them as his own act and deed.

PRINCIPAL further expressly stipulates that any ambiguities which may arise in the interpretation hereof shall be liberally construed so as to effectuate the purposes hereof and to validate all things done by AGENT. Whenever used herein, the singular number shall include the plural, and the masculine gender shall include all genders.

The purpose for which this power of attorney is granted is:

I. [X] Applicable

[] Not applicable

To direct, instruct, authorize and permit AGENT to sell and deliver OR TRANSFER BY WORD FOR DEED CONTRACT PRINCIPAL'S right, title and interest therein, with warranty of title and with subrogation of all actions of warranty, unto any person, firm or corporation or association, for such price and on such terms and conditions as AGENT may deem proper, to pay and discharge any and all charges, expenses and encumbrances in connection therewith, and to receive and receipt for the selling price.

II. [] Applicable

[X] Not applicable

To direct, instruct, authorize and permit AGENT to purchase the hereinafter described real estate for the price and sum of \$ to be evidenced by PRINCIPAL'S promissory note and secured by vendor's lien and/or mortgage on such real estate.

III. [] Applicable

[X] Not applicable

To direct, instruct, authorize and permit AGENT to borrow, from any person, firm or corporation, the total sum of \$ to be evidenced by PRINCIPAL'S promissory note and secured by vendor's lien and/or mortgage on the hereinafter described real estate, or PRINCIPAL'S undivided interest therein.

In the event that paragraphs II and/or III hereinaforeshall be applicable, PRINCIPAL does hereby expressly authorize AGENT:

- (a) To execute the necessary sale and resale or act of mortgage to create a vendor's lien in favor of any building and loan association, and/or to execute any act of sale and/or mortgage, conventional mortgage, or any form of mortgage required to obtain mortgage loan insurance or loan guarantee from the Veterans Administration or Federal Housing Administration, on such form and on such terms and conditions as the lender shall require, the said instrument to contain all usual Louisiana security clauses, including by way of example, but not limited to, confession of judgment, waiver of appurtenance, waiver of homestead exemption from seizure, and post de non alijs.
(b) To make, execute and deliver in PRINCIPAL'S name a promissory note in the amount of the credit portion of the purchase price or the amount of the loan, said note to be payable in such maturity and at such rate of interest and on such terms and conditions as AGENT shall deem proper. AGENT may increase or decrease the amount of the note, not to exceed ten (10%) per cent.

St. Tammany Clerk of Court - Inst#001182

- (c) In the event that any lease is obtained from a building and loan association, or other institution or club or other association and to pledge same to secure the loan, and to agree to comply with all of the provisions of the charter, by-laws, and rules and regulations of such building and loan association, and all other things as such building and loan association shall require.
- (d) To obligate PRINCIPAL, jointly and in solido in the event that there are other borrowers or purchasers

NAME RESIDENCE AND MARITAL STATUS OF PRINCIPAL:
 WILLIAM L. and LYNNE DAVIS, did declare that they have been married but once and then to each other. The said William L. Davis, III is appearing at this act of sale through this power of attorney to acknowledge that the property is his wife's separate and paraphernal property and that he has no interest in said property.
 613 E. Irvine Ave.
 Florence, Alabama 35630
 NAME AND RESIDENCE OF AGENT:
 Emily Decker
 39219 Pine Street
 Pearl River, Louisiana 70452

DESCRIPTION OF REAL ESTATE FORMING THE SUBJECT OF THIS POWER OF ATTORNEY:
 A CERTAIN PARCEL OF LAND AND IMPROVEMENTS situated in the town of Pearl River, Crawford Addition, St. Tammany Parish, Louisiana more fully described as follows:

From the Northeast corner of Lot 6-C of the Crawford Addition which is the point of beginning go South 11 degrees 30 minutes East 230.0 feet to a point; thence go South 78 degrees 30 minutes West 141.54 feet to a point; thence go North 16 degrees 35 minutes West 230.0 feet to a point; thence go North 78 degrees 30 minutes East 162.00 feet to the point of beginning. Containing in all 0.80 acre of land more or less.

All in accordance with plat of survey by Ivan M. Borgea dated September 6, 1989 and bearing drawing number 49622. A copy of which is attached to sale of property.

Being part of the same property acquired by Lynne Adair Crawford Davis by act of sale dated May 20, 1977 and recorded in OGB 827, Folio 435 of the official records of St. Tammany Parish, Louisiana. And further acquired by Lynne Adair Crawford Davis by act dated August 18, 1993 and recorded in instrument number 877949 of the official records of St. Tammany Parish, Louisiana.

THIS DONE AND PASSED, in multiple originals, at the City and State aforesaid on the date above set forth, in the presence of the undersigned competent witnesses, who have hereto signed their names with said PRINCIPAL and me, Notary, after due reading of the whole.

WITNESSES:

Sherris G. Jones
Amy L. Parrish

William L. Davis, III
 PRINCIPAL
 WILLIAM L. DAVIS, III
Lynne Adair Crawford Davis
 PRINCIPAL
 LYNNE ADAIR CRAWFORD DAVIS

Anthony J. Semel
 PRINCIPAL
 NOTARY PUBLIC

My commission expires:

(SEAL)

NOTARY PUBLIC STATE OF ALABAMA
 MY COMMISSION EXPIRES: Oct. 18, 1994
 BEFORE THE U.S. NOTARY PUBLIC UNDERWRITERS

CAUTION: The Notary cannot be a witness.
 The Notary must attach a certificate from the Clerk of Court to the fact that he is duly qualified.

St. Tammany Clerk of Court - Inst#901182

TAX RESEARCH CERTIFICATE

PEGGY JONES, INDEPENDENT ABSTRACTOR

ST 6016-D3

DATE: 3/11/94

WARD 216-25

I, PEGGY JONES, Independent Abstractor, in and for the Parish of St. Tammany, State of Louisiana, do hereby certify, that upon an examination of the Tax Roll on file in the office of the Tax Collector of St. Tammany Parish, Louisiana, I find that all State and Parish Taxes assessed against

0.80 acs. M/L being parcel 4 area. 270X117.52 X 271.07 X 141.54 and A/L being being .85 acs. M/L in Crawford, L.D. near Pearl River

CB 1445/107
CB 1448/104

situated in the Parish of St. Tammany, State of Louisiana, for the following years:

YEAR	ASSESSMENT NUMBER	ASSESSED IN THE NAME OF:
1993	1251044605	Scott, W.C. III.
(adj) 1992	1251044605	Scott, W.C. III.
1991	1251044605	Scott, W.C. III.
91	1250523553	Scott, W.C. III. (see 61045/469 only)

STATE AND PARISH TAXES FOR THE YEARS:

1993 1992 1991 have been paid
 1993 1992 1991 have not been paid
 1993 1992 1991 have been paid by virtue of Homestead Exemption on the above described property only insofar as the above named

further. _____ concerned and no

1993 Assessed Valuation \$ 7920.⁰⁰
 Total Paid..... \$ -0-
 Total Exempt..... \$ 1110.18
 TOTAL DUE..... \$ 6808

Requested by
Delta Title Corp

Peggy Jones
Peggy Jones, Independent Abstractor

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Said payments are to be made beginning April 20, 1994, and on the 20TH day of each succeeding month thereafter until the full sum of \$ 20,000.00 excluding the initial payment of \$ 5,000.00, has been paid on account of principal.

Late Payment: In the event that any payment is not received by the Escrow Agent by the due date, purchaser shall be responsible for any late charge. Purchaser shall pay a late charge of five percent of the total monthly payment if payment is not received by the 20th of the month by the Escrow Agent.

Payments to Escrow Agent: All payments to be made by Purchaser under this Agreement shall be made to L & C M ESCROW SERVICES, INC., as Escrow Agent for all parties. Said Escrow Agent shall make the following payment from the monies received from Purchaser:

The sum of \$ 131.11 per month, to Lyane Adair Crawford Davis, at 613 East Irvin Ave. Florence, Alabama 35630 on the 15TH day of each month beginning May 1, 19 94.

Escrow Agent: And now comes L & C M ESCROW SERVICES, INC. intervening for the purpose of acknowledging the terms of this agreement and accepting its appointment as Escrow Agent to accept payment from Purchaser and from the amounts collected to make the payments as specified above on the property hereinafter described. It is understood by all parties that the said Escrow Agent shall have no responsibility to make any payment whatsoever in excess of the amounts collected from Purchaser. Purchaser agrees to make all payments to Escrow Agent only in the form of cashiers checks, certified checks, cash, and/or money orders. No personal or business checks will be accepted by the Escrow Agent. In the event monthly payments are not received from Purchaser, Escrow Agent's sole responsibility will be to notify Seller of the nonreceipt of payment. Said notice shall be mailed to Seller at 613 East Irvine Avenue, Florence, Alabama 35630.

Waiver: Purchaser expressly consents to a waiver of the requirement of Louisiana Revised Statute 9:2942 relative to the obtaining of a written guarantee from the mortgage holders and the recordation thereof and the requirement of R.S. 9:2943 that a Louisiana Bank be designated as Escrow Agent. The said Seller and Purchaser expressly waive any right that they may have to claim the invalidity of this Contract For Sale or Bond for Deed because of non-compliance with the said statutes and all parties agree not to initiate or suggest that any action be taken against Seller under R.S. 9:2947. Purchaser further understands that the said statutes are for Purchaser's protection and Purchaser affirms knowledge of the outstanding mortgage indebtedness all as set forth hereinabove.

Property: If and only if Purchaser promptly pays all taxes, assessments and insurance as set forth hereinafter, and having paid the total amount of \$ 20,000.00 toward principal (excluding the initial payment of \$ 5,000.00), Seller will at that time execute a sufficient warranty deed, selling and conveying unto Purchaser the following described real estate, to-wit:

A CERTAIN PARCEL OF LAND AND IMPROVEMENTS situated in the town of Pearl River, Crawford Addition, St. Tammany Parish, Louisiana more fully described as follows:

From the Northeast corner of LOT 6-C of the Crawford Addition which is the point of beginning go South 11 degrees 30 minutes East 230.0 feet to a point; thence go South 78 degrees 30 minutes West 141.54 feet to a point; thence go North 16 degrees 35 minutes West 230.0 feet to a point; thence go North 78 degrees 30 minutes East 162.00 feet to the point of beginning. Containing in all 0.80 acres of land more or less.

All in accordance with plat of survey by Ivan M. Borgen dated September 6, 1989 and bearing drawing number 49622.

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Improvements thereon bear the Municipal No. 66059 Crawford Lane, Pearl River, Louisiana, 70452.

Being the same property acquired by Lynne Adair Crawford Davis by virtue of Writ of Seizure and Sale dated October 13, 1993 and recorded in Instrument # 886272, St. Tammany Parish, Louisiana.

Further, it is understood that said property presently does not have its own well to service home. Water is provided by neighbor (Mrs. Hyatt) at a nominal fee of \$10.00. Seller assumes no liability for maintaining the well. Should any problem occur with the well, buyer would work directly with owner of well.

The said property is subject to any and all restrictions, conditions and servitudes which may appear in the chain of title.

The parties hereto take cognizance that no survey and no title examination has been done on the herein described property in connection with this Act and the parties do hereby believe and release me, Notary, from any and all liability in connection with any encroachments which might appear on such survey and any title defects which might have been disclosed by such title examination.

AS IS: Purchaser hereby acknowledges and recognizes that this Act of Bond for Deed and any future transfer of title will be done in "AS IS" condition, with respect to the property, and Purchaser hereby relieves and releases Seller and all previous owners thereof from any and all claims for any vices or defects, and particularly any claim or cause of action for redhibition pursuant to Louisiana Civil Code Articles 2520, et. seq. Purchaser further acknowledges that this waiver of warranty will be contained in any future transfer of title between Purchaser and Seller.

Terms of Sale: Appraisers further declare that the said sale is to be executed by the said Seller in favor of the said Purchaser in the standard form for a Louisiana cash sale and with full warranty of title. The cost of all necessary certificates and vendor's fees shall be paid by Seller and all notarial fees and other expenses shall be paid by Purchaser.

Special Mortgage: In order to secure the full and faithful performance of the foregoing obligation of Seller to deliver title to the above described property, Seller does by these presents further specially mortgage and hypothecate the hereinabove property unto and in favor of Purchaser herein, and Purchaser's successors and assigns. This special mortgage in favor of Purchaser and Purchaser's successors and its assigns, now herein granted by Seller, is separate, distinct and in addition to the mortgage(s), if any, described above.

Repairs and Occupancy: Purchaser is hereby granted the right of occupancy of the herein described property and agrees to keep the property in good repair, to repair and maintain the improvements, and assume all risk of loss and destruction of said improvements.

No Liens or Privileges: No person shall be entitled to a lien or privilege on the immovable property described hereinabove, nor a claim against Seller as owner, under R.S. 9:4801 or 9:4802 unless Seller shall have specifically agreed in writing to the price and work of any undertaking by Purchaser or any other person.

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Taxes: All taxes assessed against the herein conveyed property from the year 1921, up to and including the year 1923, have been paid, as per tax research annexed hereto. Taxes for the year 1924, have been prorated through the date hereof. All property taxes, any state, local or other assessments, from the date of this Act and thereafter shall be the responsibility of Purchaser, and will be promptly paid by Purchaser when due, prior to the time the same becomes delinquent.

Insurance: Purchaser further agrees to carry, at Purchaser's expense, fire and extended coverage insurance and flood insurance in the minimum amount required by Seller. All necessary insurance policies to protect all parties to be in the names of the respective parties, Seller and Purchaser, as required, with a mortgagee or loss payable clause in favor of mortgagee(s); Certificates of such insurance shall be delivered to Seller at the time of execution of this agreement. It is understood and agreed that all insurance proceeds that might be paid under said insurance policies will be distributed between Seller and Purchaser as their respective interest may exist at the time of the payment of such insurance proceeds.

Default: Appraisers further declare that the payment by Purchaser of each monthly installment, until the sum of \$20,000.00 has been paid on principal (excluding the initial payment of \$5,000.00) plus the payment of all taxes, and any state, local or other assessments and insurance premiums is of the essence of this Agreement and that if any of the said installments, taxes, assessments, or insurance premiums are not paid when due or if Purchaser shall in any other manner violate the covenants hereunder, then in any of such events, Purchaser shall be in default and Seller shall have the right, at Seller's option:

1. To seek specific performance of this Agreement, and to accelerate all installments due for the unexpired remaining term of this Agreement and declare said amount immediately due and payable, together with attorney's fees of 20% of the total amount due by Purchaser in the event an attorney is employed to protect any interest or enforce any rights of Seller under this Agreement. Upon payment of all such amounts Seller will immediately convey title to the herein described property to Purchaser. Purchaser expressly waives demand and all notices of demand.

OR

2. To have this Agreement and the Special Mortgage granted hereinabove canceled in accordance with the provisions of R.S. 9:2945 and Civil Code Art. 2017, without the necessity of a judicial dissolution. It is expressly agreed that either Seller or the Escrow Agent named herein, may serve the required forty-five (45) day notice. Purchaser expressly waives any additional time to perform which may be allowed by La. Civil Code Art. 2013. In such event all of Purchaser's rights under this Agreement, shall be forfeited as hereinafter provided.

Forfeiture: In the event of such default and cancellation under R.S. 9:2945, the title to the above described property shall be free and clear from any and all claims by Purchaser, and Seller shall be entitled to retain all payments heretofore made by Purchaser and all improvements placed upon the said premises without reimbursing Purchaser therefor.

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It is expressly agreed and stipulated that the initial payment, plus the total monthly installments paid by Purchaser, constitute the stipulated compensatory amount and/or liquidated damages which Seller is entitled to retain to fairly compensate Seller for: (1) the fair and reasonable rental value of the property involved herein which is owed to Seller for Purchaser's use of the property during the term of this agreement; (2) reasonable compensation owed to Seller for Seller's removal of the said property from the market, and the resultant loss of all opportunities to sell the subject property to a third party during the term of this agreement; and (3) reimbursement of real estate broker's commission, closing fees and costs, transaction taxes/fees and Federal and State income taxes paid or incurred by Seller as a result of this Agreement.

Further, Purchaser covenants and agrees that they and all persons holding possession of the property described herein shall immediately surrender said property and the improvements thereon to Seller upon cancellation of this Agreement.

No Waiver: Seller's failure to strictly and promptly enforce his rights under this Agreement shall not operate as a waiver of Seller's rights, and said Seller hereby expressly reserving the right to always enforce prompt payment of all monthly installments during the entire term of their Agreement, or to seek cancellation of this Agreement and forfeiture of all payments to date of such cancellation, regardless of any indulgences or extensions previously granted.

No Assignment: Appenders further declare that this contract and all rights hereunder are and shall remain personal to Seller and Purchaser and their respective heirs, successors and assigns and may not be alienated, sold, conveyed, assigned, mortgaged, pledged or hypothecated by Seller or Purchaser, in whole or in part.

Certificates: By reference to the Mortgage and Conveyance Certificate annexed herein and made part hereof in the name of Seller, it appears that the herein described property is subject to:

None shown as of record.

Seller further declares that the property is not subject to any other liens or encumbrances whatsoever and has not been alienated since acquisition of the same and that Seller will not, prior to the time that title is to be transferred to the said Purchaser, execute or permit any other mortgages, liens or encumbrances to be placed on the said property and will at the time that the title is transferred, clear any inscriptions appearing on the Mortgage and Conveyance Certificates.

The parties to this Act take cognizance to the fact that the mortgage and conveyance certificates are undated and unsigned and do hereby relieve and release me, Notary, from any and all responsibility in connection therewith.

THUS DONE AND SIGNED, in my office in the Parish of St. Tammany, on the day, month and year first aforesaid, in the presence of the undersigned competent witnesses, who herewith sign their names with the said parties, and me, Notary, after the reading of the whole.

WITNESSES:

[Signature]
Bela [unclear]

Emily Decker
LINDA ADOR CRAWFORD DAVIS, by her duly authorized agent and attorney in fact, Emily Decker

Emily Decker
WILLIAM I. DAVIS, III, INTERVENOR, by his duly authorized agent and attorney in fact, Emily Decker

[Signature]
ERNEST ELVIN GALLOWAY, JR.

[Signature]
ANGELA WILLIAMS GALLOWAY

L & C R ESCROW SERVICES, INC.

BY [Signature]
DONNA SMITH
AUTHORIZED AGENT

[Signature]
SIDNEY J. ANZALEA, JR.
NOTARY PUBLIC