ST. TAMMANY PARISH COUNCIL

ORDINANCE

ORDINANCE CALENDAR NO: <u>5391</u>	ORDINANCE COUNCIL SERIES NO:
COUNCIL SPONSOR: MR. SHARP	PROVIDED BY: COUNCIL OFFICE
INTRODUCED BY:	SECONDED BY:
ON THE $\underline{7}$ DAY OF \underline{MAY} , $\underline{2015}$	
OF THE ST. TAMMANY PARCEL LOCATED IN CERTAIN PARCEL LOCATED IN COVINGTON, LA IN NEW CLAR COMPRISES A TOTAL OF 1.3 LESS, FROM IT PRESENT A-4 DISTRICT) TO A-4 (SINGLE FA	THE OFFICIAL ZONING MAP RISH, LA. TO RECLASSIFY A IN SQUARE 35 ON 7TH STREET AIBORNE SUBDIVISION WHICH 32 ACRES OF LAND MORE OR (SINGLE FAMILY RESIDENTIAL AMILY RESIDENTIAL DISTRICT) HOUSING OVERLAY). (WARD 3,
with law, <u>Case No. ZC15-05-041</u> , has recommend Louisiana, that the zoning classification of the ab	Parish of St. Tammany after hearing in accordance nded to the Council of the Parish of St. Tammany, ove referenced area be changed from it present A-4 Family Residential District) and MHO (Manufactured undaries; and
WHEREAS, the St. Tammany Parish Council and	has held its public hearing in accordance with law;
· · · · · · · · · · · · · · · · · · ·	has found it necessary for the purpose of protecting esignate the above described property as A-4 (Single red Housing Overlay).
THE PARISH OF ST. TAMMANY HEREBY	ORDAINS, in regular session convened that:
<u> </u>	above described property is hereby changed from its o A-4 (Single Family Residential District) and MHO
SECTION II: The official zoning map of the Pa to incorporate the zoning reclassification specified	arish of St. Tammany shall be and is hereby amended in Section I hereof.
REPEAL: All ordinances or parts of Ordinance	es in conflict herewith are hereby repealed.
• 1	nance shall be held to be invalid, such invalidity shall en effect without the invalid provision and to this end ed to be severable.
EFFECTIVE DATE: This Ordinance shall become	ome effective fifteen (15) days after adoption.
MOVED FOR ADOPTION BY:	SECONDED BY:
WHEREUPON THIS ORDINANCE WAS SU FOLLOWING:	BMITTED TO A VOTE AND RESULTED IN THE
YEAS:	

NAYS:
ABSTAIN:
ABSENT:
THIS ORDINANCE WAS DECLARED DULY ADOPTED AT A REGULAR MEETING OF THE PARISH COUNCIL ON THE 4 DAY OF <u>JUNE</u> , <u>2015</u> ; AND BECOMES ORDINANCE COUNCIL SERIES NO
RICHARD E. TANNER, COUNCIL CHAIRMAN ATTEST:
THERESA L. FORD, COUNCIL CLERK
PATRICIA P. BRISTER, PARISH PRESIDENT
Published Introduction: <u>APRIL 30</u> , <u>2015</u>
Published Adoption:, <u>2015</u>
Delivered to Parish President:, 2015 at
Returned to Council Clerk:, 2015 at



St. Tammany Parish Government

Department of Development
P. O. Box 628
Covington, LA 70434
Phone: (985) 898-2529
Fax: (985) 898-3003
e-mail: planning@stpgov.org

LAND USE REVIEW APPLICATION	
Type of Request: V Zoning Change Case Number: ZC 15-05-04 Planned Review Administrative Permit Submittal Deadline 03/16/15 Date Paid: 03/03/15	
Hearing Date: OS/OS/IS Request: CHANGE ZONING FROM AH TO MHO Is this proposed use temporary? [] Yes MNo If so when will it be removed? Location of property (General Description): Square 35 m 7th Street Cov. (1 A 7 a J
Present Zoning Classification: Ward: Builting Use: Proposed Use: Subdivision: New Clanbare Previous Use: Previous Use: Maximum Height of Structure(s): Adjacent Uses: Proposed Use: Number of Employees (Max. Shift): Sign Type, Size and Location:	r. cv t
IMPORTANT NOTES: [] Due to advertising and public hearing deadlines, all applications must be submitted by 11:30 A.M. of the deadline date to assure compliance with notice requirements. [] The Petitioner or Representative must be present at the Zoning Commission Meeting to address any questions or comments relative to the project. [] Applicant must appear at hearing to request tabling of a case. [] All appeals of an action of Planning and Zoning Commission must be submitted within 10 days of said action. [] It is recommended that the Applicant, or a duly appointed representative, contact the Department of Development prior to NOTE: THIS DOCUMENT MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC. By my signature below, I certify that all informations are proposed.	
I have read and understand the above important notes relative to the submission of this application. I further certify that Property Owner(s) Date: 3/2/2015 Name: MA CARMEN MUNDOZ VEGA Address: P.O. BOX 706 MANDEVILLE LA 70470 Phone: (985) 869-4475 Signature: ATMIN MUNDOZ VEGA BEFORE ME, the undersigned authority, personally as who declared to the Department of Development is TRUE and CORRECT, and	
BEFORE ME, the undersigned authority, personally appeared the persons whose signatures are affixed above, all of full age and majority, who declared to me, Notary, that they are the owners or duly authorized representatives of all that certain lot, piece, or parcel of land located as set forth in this application, that their signatures were executed freely and voluntarily and that they are duly qualified to sign. M. S. Robert T. N.D. SUBSCRIBED before me this	

FEE SCHEDULE

As per
St. Tammany Parish Code of Ordinances
Article I, Section 2.009.00
Schedule of Fees, Charges, and Expenses

ZONING AMENDMENTS				
Fees		1.32 Aures		
Fees Existing Single Family Residential				
All Other Types of Zoning Changes\$100	per acre for first 25 acres and \$10 per acre ov	er 26 acres		
Processing Fee\$250	.00	J 66.11		
Worksheet	•			
Acreage fee (1-25 acres):	Acres at dollars per acre = \$			
26 scres and above:	Acres at \$10.00 dollars per acre = S	(39100		
Processing fee (If required):	<u>S</u>			
Advertising costs:	<u>\$</u>	75.00		
Total cost of rezoning petition:	<u> </u>	— tee		
ADMINISTRATIVE PERMITS				
Fees				
Residential Use				
Home Office/Occupation	***************************************	\$25.00		
Temporary Use ,	***************************************	\$25.00		
Residential Structure	***************************************	\$50.00		
Commercial, Institutional, Industrial or Other Use		100.00		
Sign Review		\$25.00		



APPLICANT MUST SUPPLY A MINIMUM OF 2 COPIES OF THE FOLLOWING:



SUBMITTAL REQUIREMENTS

All marked items must be submitted prior to deadline

[√] 1.	APPLICATION A completed application to be filed with the Department o	f Development ,		
[√] 2.	FEES			
\	Fees in the amount of S shall be as required	by Section 9, Schedule of Fees, Charges, and Expenses.		
[√] 3.	LEGAL DESCRIPTION Copy of Deed/Title and Legible typed legal description.	•		
[√] 4.	staff. If multiple parties, including married couples, have authorize the request. If the Owner of the property is a corp	icated in legal documents provided to the Development Department and undivided interest in the ownership of a parcel, all owners must oration, partnership, or other entity, the politioner must attach a capy		
	of the resolution authorizing the petitioner to sign and auth	porize the petition for rezoning.		
[√]5.	SITE PLAN	To the small control of the sm		
	A site plan (min, of 2 copies size; 11 X 17) shall be submit	ted for review by the Department of Development. If the applicant red. The following minimum information must be included:		
	a. Vicinity Map indicating location (either on plat o			
	 Survey indicating scale, date, north arrow. 			
	c. All existing physical features such as existing street	ts, buildings, sidewalks; drives, parking spaces, dumpsters, ponds and		
	detention areas, fences, signs, paved and green ar			
	d. Boundaries of the property involved (property lin			
	e, Tabulation of the maximum square footage of ex-			
	f. The setbacks of existing and proposed building(s) and structure(s).		
	g. The location, dimensions, area, type of materials	and elevations of an aight and support structures:		
	h. A landscape plan of the site showing the type, size location and dimensions of proposed planning because of the site showing the type, size	e and number of plants, location of existing trees to be preserved; the is, barrier curbs, site triangles; fences, buffers and screening.		
[] 6.	FOR TEMPORARY USES INCLUDE THE FOLLOW			
	a. Indicate name of event/use, type of event/use, du	tration of event/use, structures required (show on site plan), bands,		
	speakers, fair, etc., provide proof of adequate par	king, traffic and crowd control, sanitary facilities.		
	b. Duration of event:	Pintal data binan		
	Start date/time:	Finish date/time)		
	FOR HOME OCCUPATIONS/HOME OFFICES, INC	LUDE THE FOLLOWING:		
] 7.	a. Drawing of residence interior and all other building	ngs associated with the business with uses/rooms indicated, incluting		
	the area to be used for the home office/occupation	n (If it is not a full room show it as part of a room).		
	b. Fill out the attached Home Office Questionnaire.			
	•			
[] 8.	FOR PONDS, INCLUDE THE FOLLOWING:			
	 Location, size and scibacks of pond. 			
	 Indicate whether or not dirt will be removed from 	the site.		
	c. Proposed hours and days of operation of heavy equipment.			
	 Section through the pond showing depth of pond and levee (if any). 			
	 Show where dirt removed from pond will be deposited on site and how it will be used. 			
	f. Indicate the time frame to complete the pond.			
	g. Indicate general drainage patterns onto and off or	f the site.		
	h. Subject to road bond,			
[] 9 .	SECOND RESIDENCE AND TEMPORARY STRUC	THRE		
[] 9.	a. Health Department Letter/Permit	, UND		
	•	•		
[10.	FOR SIGN REVIEW INCLUDE THE FOLLOWING	:		
	 Vicinity Map indicating location of property. 			
	 b. Drawing of the sign(s) including dimensions, hel 	ght, and a color rendering of the sign face.		
		on site, sign location & setbacks, landscaping, parking, access, site		
	triangles, and adjacent land uses.			
	d. All signs shall be placed outside of right-of-ways	or easements.		
	e. Additional information:			
	[] Single Occupancy	[] Multiple Occupancy		
		Total Height of sign:		
	Total Area of Fascia Sign:			
	Total Area of Directional Sign:	Setback from Property Line:		
	Total Area of Manument Signs	Total width of Building :		





zc__--__-

itions:			
		· · · · ·	, ,
for Denial:			
s 	s for Denial:	s for Denial:	s for Denial:

FILED BY: TITLE SOLUTION SERVICES, INC. (985) 674-1118 TSS File #:021315

Title Insurance Producer Denise L. Calamusa 56 Louis Prima Drive, Ste. B Covington, LA 70433 LA Ins. License No. 332367

Title Insurance Underwriter:

First American Title Insurance Agency

CASH SALE

Title Opinion Provided By:

Judith Otero, Esq., LA Bar No. 14524

SALE OF PROPERTY

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

By: GREEN ACRES LAND CORPORATION

BE IT KNOWN THAT on 02/23/15

To: MA CARMEN MUNOZ VEGA

Before me, Denise L. Calamusa, Notary Public in and for St. Tammany Parish, Louisiana, duly qualified, and in the presence of the undersigned witnesses,

PERSONALLY CAME AND APPEARED:

GREEN ACRES LAND CORPORATION, a Louisiana Corporation with its principal place of business in St. Tammany Parish, Louisiana, herein represented by LINDA CLARAIN, by virtue of a resolution of its Board of Directors, dated February, 2015, the original of which is annexed hereto and made a part hereof; its business mailing address being: 20311 Florence Street, Covington, Louisiana 70433;

("Vendor")

Who declared that Vendor herein 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:

MA CARMEN MUNOZ VEGA, a person of the full age of majority and a resident of and domiciled in the Parish of St. Tammany, State of Louisiana, who declared under oath, unto me, Notary, that she has been married but once and then unto Isidro Jaime Juarez, from whom she is living separate and apart. Purchaser herein further declared that the property being purchased herein is to be her sole and separate and paraphernal property, purchased with her separate and paraphernal funds, which have been kept under her separate administration and control, and that this property shall form no part of any community of acquets and gains which may exist between them; her mailing address being: P.O. Box 706, Mandeville, Louisiana 70470;

("Vendee")

herein present, accepting and purchasing for their heirs and assigns, and acknowledging due delivery and possession thereof, all and singular the following described property:

ALL THAT CERTAIN PIECE OR PARCEL OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, means, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of St. Tammany, State of Louisiana, more particularly described as follows:

A CERTAIN PIECE OR PARCEL of land located in Section (Headright) Forty-Two (42), Township Six (6) South, Range Eleven (11) East, St. Tammany Parish, Louisiana, described and designated as Square Number Thirty-Five (35) in the Town of New Claiborne, all as per the Plat of a Survey on file in the office of the Clerk of Court of St. Tammany Parish, by J.M. Yates, Parish Surveyor, and traced by H.K. Barrow, dated May 18, 1901, and filed in Map File Nos. 35A, 102A and 161A; said Square Number Thirty-five (35) measures Two Hundred Forty (240) feet by Two Hundred Forty (240) feet.

Tax Assessment No: #1380108634

THE FOLLOWING IS FOR INFORMATIONAL PURPOSES ONLY:

The property bears the municipal address: N/A LAND ONLY

Being the same property acquired by Green Acres Land Corporation from Isabel Sand and Gravel Company, Inc., by Cash Sale & Acknowledgement, dated August 16, 1990, and filed for registry in the official records of the office of the Clerk of Court for St. Tammany Parish, Louisiana at COB 1432, folio 885. Further acquired by Judgment dated December 17, 2002, and filed for registry in the official records of the office of the Clerk of Court for St. Tammany Parish, Louisiana at CIN 1339486.

THIS ACT IS MADE, EXECUTED AND ACCEPTED SUBJECT TO THE FOLLOWING:

Restrictions contained in the official records of St. Tammany Parish, Louisiana, but deleting any covenant, condition or restriction, if any, based upon race, color, religion, sex, handicap, family status, or national origin, unless and only to the extent tha such covenants, conditions or restrictions (a) are exempt under Chapter 42, Section 3607 of the United States Code or (b) relate to handicap but do not discriminate against handicapped persons.

Existing easements for public roads and public utilities now in use.

All servitudes of natural drains that may exist upon the property.

Rights of way for underground utilities.

Notary takes no responsibility as to any adverse possessory rights, deficiency of quantity of land, boundary line disputes, unrecorded servitudes, easements or encumbrances, or nay such other matters as would be determined by an actual survey and physical inspection of the premises.

Such state of facts as would be disclosed by an accurate survey and inspection of the premises.

Any and all matters shown on the plan of New Claiborne by John M. Yates, Parish Surveyor, and traced by H. K. Barrow, dated May 18, 1901, and filed in Map File Nos. 35A, 102A, 161A.

Any and all matters shown on the plan of New Claiborne by John M. Yates, Parish Surveyor, dated December 10, 1903, and filed in Map File No. 179B.

Any and all matters shown on the plan of New Claiborne by C. R. Schultz, Surveyor, dated April 6, 1939, and filed in Map File No. 125A.

Difference between actual and title measure. Coverage is not provided for any gaps or variations between dimension and location between title measure and a survey.

**************THE PARTIES HERETO TAKE COGNIZANCE THAT NO SURYEY ON THE HEREIN

DESCRIBED PROPERTY IN CONNECTION WITH THE ACT OF SALE HAS BEEN MADE NOR HAS O	INE
BEEN PRODUCED OR ATTACHED AND THE PARTIES DO HEREBY RELIEVE AND RELEASE ME,	
NOTARY, FROM ANY AND ALL LIABILITY, RESPONSIBILITY OR DAMAGE INCLUDING COURT	
COSTS AND ATTORNEY'S FEES IN CONNECTION THEREWITH*********	

PURCHASER(S) INITIALS: MC.MV

SELLER(S) INITIALS:



This Redhibition Waiver Addendum is an addendum to the foregoing Cash Sale for the property described in said Cash Sale.

Without in any way limiting the exclusion of warranty, and as a material and integral consideration for the execution of this agreement by Seller, Purchaser specifically and forever agrees to waive and release Seller from any and all claims and/or causes of action which Purchaser has, may have or hereinafter may otherwise be entitled to based on the vices of the thing sold, whether in the nature of redhibition, quanti minoris, or concealment or based on any other theory of law, the Purchaser assuming the risk as to all defects, including latent defects not discoverable upon simple inspection, and including those defects knowledge of which would deter the Purchaser from making the purchase at all or paying the price paid. Purchaser also acknowledges that Purchaser has inspected or caused to be inspected any and all improvements located on the property sold and that Purchaser is entirely satisfied with the condition of said improvements.

It is expressly agreed that the immovable property herein conveyed and all improvements and component parts, plumbing, electrical systems, mechanical equipment, heating and air conditioning systems, built in appliances, and all other items located hereon are conveyed by Seller and accepted by Purchaser "AS IS, WHERE IS," without any warranties of any kind by the Seller whatsoever, expressed or implied, even as to the metes and bounds, zoning, operation or suitability of the property for the use intended by the Purchaser, without regard to the presence of apparent or hidden, latent or rehidibitory defects and with the Purchaser's full and complete waiver of any and all rights for the return of all or any part of the purchase price by reason of any such defects.

Purchaser acknowledges and declares that neither the Seller nor any party, whatsoever, acting or purporting to act in any capacity whatsoever on behalf of the Seller has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise, and upon which the Purchaser has relied, concerning the existence or non-existence of any quality, characteristic or condition of the property herein conveyed. Purchaser has had full, complete and unlimited access to the property herein conveyed for all tests and inspections which Purchaser, in Purchaser's sole discretion, deems sufficiently diligent for the protection of Purchaser's interests.

Purchaser expressly waives the warranty of fitness and the warranty against redhibitory vices and defects, whether apparent or latent. Imposed by Louisiana Civil Code Articles 2520 through 2548, inclusive, and any other applicable state or federal law and the jurisprudence thereunder.

Purchaser also waives any rights Purchaser may have in redhibition to a return of the purchase price or to a reduction of the purchase price paid pursuant to Louisiana Civil Code Articles 2520 to 2548, inclusive, particularly for any claim or cause of action for redhibition pursuant to Louisiana Civil Code Articles 2520, et seq, or for diminution of purchase price pursuant to Louisiana Civil Code Articles 2541, et seq., in connection with the property hereby conveyed to Purchaser by Seller. By Purchaser's signature, Purchaser expressly acknowledges all such waivers and Purchaser's exercise of Purchaser's right to waive warranty pursuant to Louisiana Civil Code Article 2520 and 2548, inclusive.

PURCHASER(S) INITIALS:

SELLER(S) INITIALS:

M.C.M.V

RESOLUTION

FOR

GREEN ACRES LAND CORPORATION

UPON MOTION DULY MADE, seconded and carried it was resolved:

That LINDA CLAIRAIN, is hereby authorized in the name and on behalf of this Corporation, to sell the following described real property, which is located in the Parish of St. Tammany, State of Louisiana, to any person or persons or Corporation for such terms and conditions as said she may determine or think advisable, and to receive and receipt for the selling price and to give full acquittance and discharge therefore. Said real property is more fully described as follows, to-wit:

ALL THAT CERTAIN PIECE OR PARCEL OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, means, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of St. Tammany, State of Louisiana, more particularly described as follows:

A CERTAIN PIECE OR PARCEL of land located in Section (Headright) Forty-Two (42), Township Six (6) South, Range Eleven (11) East, St. Tammany Parish, Louisiana, described and designated as Square Number Thirty-Five (35) in the Town of New Claiborne, all as per the Plat of a Survey on file in the office of the Clerk of Court of St. Tammany Parish, by J.M. Yates, Parish Surveyor, and traced by H.K. Barrow, dated May 18, 1901, and filed in Map File Nos. 35A, 102A and 161A; said Square Number Thirty-five (35) measures Two Hundred Forty (240) feet by Two Hundred Forty (240) feet.

Tax Assessment No: #1380108634

THE FOLLOWING IS FOR INFORMATIONAL PURPOSES ONLY:

The property bears the municipal address: N/A LAND ONLY

Be it further known that LINDA CLAIRAIN, is authorized, for and on behalf of the Corporation, and in its name, to execute and deliver an act of sale, a settlement statement, and other appropriate documents in connection with such sale; and to execute and deliver other documents in connection with same; and to execute and deliver such other documents, containing such terms and provisions as may be agreeable to LINDA CLAIRAIN, in her sole discretion, and to do and perform any and every other act, matter and thing whatsoever as may be useful to carry on the business and affairs of the Corporation insofaras it affects this transaction, the execution and delivery of any document by LINDA CLAIRAIN, to be conclusive evidence of the consent of the Corporation thereto.

CERTIFICATE

I certify that I am Secretary of Green Acres Land Corporation; that the above resolution is a true and correct copy of a resolution unanimously adopted at a meeting of the Board of Directors of said corporation held at its office on the __23__ day of February, 2015, all members of the Board being present and voting.

Linda Clairain, Secretary/Treasurer

I, hereby certify that the above is a true and correct extract of the minutes of the meeting of the Board of Directors of Green Acres Land Corporation.

this <u>ao</u> day of February, 2015.

Troy Glairato, Vice - President

I, hereby certify that the above is a true and correct extract of the minutes of the meeting of the Board of Directors of Green Acres Land Corporation.

this ____ day of February, 2015.

Ellis Clairain, Jr. - Director

2

RESOLUTION

FOR

GREEN ACRES LAND CORPORATION

UPON MOTION DULY MADE, seconded and carried it was resolved:

That LINDA CLATRAIN, is hereby authorized in the name and on behalf of this Corporation, to sell the following described real property, which is located in the Parish of St. Tammany, State of Louisiana, to any person or persons or Corporation for such terms and conditions as said she may determine or think advisable, and to receive and receipt for the selling price and to give full acquittance and discharge therefore. Said real property is more fully described as follows, to-wit:

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CERTIFICATE

I certify that I am Secretary of Green Acres Land Corporation; that the above resolution is and correct copy of a resolution unanimously adopted at a meeting of the Board of Directors of sa corporation held at its office on the 23 day of February, 2015, all members of the Board being present and voting. Linda Cialrain, Secretary/Treasurer	ш
•	
•	
I, hereby certify that the above is a true and correct extract of the minutes of the meeting	of the
I, hereby certify that the Robbe is a true and contests exhact of the implicit of the implication	
Board of Directors of Green Acres Land Corporation.	
, this day of February, 20	15.
Troy Clairain, Vice - President	•
	•
•	
pa tanadan	af the
I, hereby certify that the above is a true and correct extract of the minutes of the meeting	or me
Board of Directors of Green Acres Land Corporation.	
this 19 day of February, 20)15.
Ellis Clairain, Jr Director	
•	

To have and to hold the above described property unto the said Purchasers/Vendees, their heirs and/or assigns forever.

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

All State and city taxes up to and including the taxes due and eligible for 2014 are paid as per tax research certificates. Taxes for the year 2015 and all subsequent years are the responsibility of the Purchaser/Vendee, after proration. TAX ASSESSMENT NO. 1380108634.

TAX BILL FOR 2015 SHOULD BE MAILED TO PURCHASER HEREIN AT PO Box 706, Mandeville, LA 70470.

The parties to this act hereby voluntarily waive the production and attachment of any and all research certificates required by law, statute or customarily obtained, including, Conveyance, Mortgage, Tax Research, Tax Sale, and Local Improvement Lieu Certificates. Pursuant to this waiver, the parties hereby indemnify and hold harmless Title Solution Services, Inc., Denise L. Calamusa, and any and all of its employees, agents or representatives, from any penalty, liability or responsibility whatsoever in connection with or resulting from this waiver of certificates.

Vendor represented and warrants that no other sale or grant of interest in said property has been, or will be made by Vendor, and that said property is not, and will not, become subject to any lien or encumbrance by act of omission by Vendor, or claim against Vendor.

THUS DONE AND PASSED, in the aforesaid State and Parish, on the day, month and year herein first above written, in the presence of the undersigned, competent witnesses, who hereunto sign their names together with the said appearers, and me, Notary, after due reading of the whole.

WITNESSES:

SELLER/VENDOR(S):

Drankie A. Allen

ACRES LAND DEVELOPMENT

Ma. Grmen Monoz vega

PURCHASER/VENDEE(S):

Denise L. Calamusa, Notary Public St. Tammeny Parish, LOUISIANA LA NOTARY ID #: 69604

My Commission Expires: With Life

PRORATION AGREEMENT FOR REAL ESTATE TAXES AND HOMEOWNERS ASSOCIATION DUES

This agreement has been executed by and between the undersigned Seller(s) and Purchaser(s) on 02/23/15;

WHEREAS, the Seller and Purchaser have entered into an agreement to purchase the property more particularly described as: Parcel 240 X 240, Sq. 35, Town of New Claiborne, St. Tammany Parish, Louisiana

Property address: , Square 35, meas. 240 x 240, New Claiborne, St. Tammany Parish, LA

Tax Assessment No.: 1380108634

The undersigned Purchaser (s) and Seller(s) of the above referenced property acknowledge that they have been advised that the tax rolls may carry said property within a larger tract of land and/or as unimproved or partially improved property.

THE UNDERSIGNED AGREE TO THE PRORATION OF TAXES BASED ON THE MOST CURRENT TAX INFORMATION AVAILABLE AT THE TIME OF CLOSING. FURTHER, THE UNDERSIGNED HEREBY AGREE THAT THE PRORATIONS ARE FINAL AND ANY DIFFERENCE WILL NOT BE ADJUSTED BY THE TITLE COMPANY AFTER CLOSING.

*2015 TAXES PRO-RATED BETWEEN THE PARTIES - credit given to purchaser at closing in the amount of \$24.49

PARTY RESPONSIBLE FOR TAXES: PURCHASER - 2015 FWD NEXT DUE DATE FOR TAXES: DECEMBER 1, 2015 ESTIMATED 2015 TAXES: <u>\$165.56</u>, (Parish & City)

THE UNDERSIGNED AGREE THAT ANY AND ALL INFORMATION FOR THE HOMEOWNERS ASSOCIATION (IF APPLICABLE) HAS BEEN DISCLOSED, AND THAT ANY UNPAID HOMEOWNERS DUES SHALL BE PAID IN FULL AT CLOSING. IN THE EVENT THAT THE TITLE COMPANY CAN NOT VERIFY UNPAID DUES, THEN THE PURCHASER AGREES TO PAY SAID DUES UPON NOTICE OF THE ASSOCIATION, AND SELLER AGREES TO REIMBURSE PURCHASER FOR ANY UNPAID AMOUNT PRIOR TO THE ACT OF SALE DATE.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

PURCHASERS: SELLERS:

Ha. Camen Munos Vega Linda Clairain

THUS DONE AND PASSED, in the aforesaid State and Parish, on the day, month and year herein first above written, in the presence of said appearers, and me, Notary, after due reading of the whole.

DENISE L. CALAMUSA, Notary Public LA NOTARY ID #: 69604

My Commission Expires: With Life

