

ST. TAMMANY PARISH COUNCIL

ORDINANCE

ORDINANCE CALENDAR NO: 5481

ORDINANCE COUNCIL SERIES NO: \_\_\_\_\_

COUNCIL SPONSOR: MR. TANNER

PROVIDED BY: COUNCIL OFFICE

INTRODUCED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

ON THE 5 DAY OF NOVEMBER , 2015

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE ST. TAMMANY PARISH, LA. TO RECLASSIFY A CERTAIN PARCEL LOCATED IN SECTION 23, TOWNSHIP 5 SOUTH, RANGE 11 EAST, WITH THE PHYSICAL ADDRESS OF 20857 HWY 40, BUSH, LA 70431, WHICH COMPRISES A TOTAL OF 3.36 ACRES OF LAND MORE OR LESS, FROM ITS PRESENT A-1A (SUBURBAN DISTRICT) TO A-2 (SUBURBAN DISTRICT. (WARD 2, DISTRICT 6).

WHEREAS, the Zoning Commission of the Parish of St. Tammany after hearing in accordance with law, Case No. 2015-54-ZC, has recommended to the Council of the Parish of St. Tammany, Louisiana, that the zoning classification of the above referenced area be changed from its present A-1A (Suburban District) to A-2 (Suburban District) see Exhibit "A" for complete boundaries; and

WHEREAS, the St. Tammany Parish Council has held its public hearing in accordance with law; and

WHEREAS, the St. Tammany Parish Council has found it necessary for the purpose of protecting the public health, safety and general welfare, to designate the above described property as A-2 (Suburban District).

THE PARISH OF ST. TAMMANY HEREBY ORDAINS: in regular session convened that:

SECTION I: The zoning classification of the above described property is hereby changed from its present A-1A (suburban District) to A-2 (Suburban District).

SECTION II: The official zoning map of the Parish of St. Tammany shall be and is hereby amended to incorporate the zoning reclassification specified in Section I hereof.

REPEAL: All ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SEVERABILITY: If any provision of this Ordinance shall be held to be invalid, such invalidity shall not affect other provisions herein which can be given effect without the invalid provision and to this end the provisions of this Ordinance are hereby declared to be severable.

EFFECTIVE DATE: This Ordinance shall become effective fifteen (15) days after adoption.

MOVED FOR ADOPTION BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

WHEREUPON THIS ORDINANCE WAS SUBMITTED TO A VOTE AND RESULTED IN THE FOLLOWING:

YEAS: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

THIS ORDINANCE WAS DECLARED DULY ADOPTED AT A REGULAR MEETING OF THE PARISH COUNCIL ON THE 3 DAY OF DECEMBER, 2015; AND BECOMES ORDINANCE COUNCIL SERIES NO .

\_\_\_\_\_  
RICHARD E. TANNER, COUNCIL CHAIRMAN

ATTEST:

\_\_\_\_\_  
THERESA L. FORD, COUNCIL CLERK

\_\_\_\_\_  
PATRICIA P. BRISTER, PARISH PRESIDENT

Published Introduction: OCTOBER 29, 2015

Published Adoption: \_\_\_\_\_, 2015

Delivered to Parish President: \_\_\_\_\_, 2015 at \_\_\_\_\_

Returned to Council Clerk: \_\_\_\_\_, 2015 at \_\_\_\_\_



Pat Brister  
Parish President

**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@stppg.org

**LAND USE REVIEW APPLICATION**

Type of Request:  Zoning Change  
 Planned Review  
 Administrative Permit  
 Sign Review

Case Number: 2015-54-2C Fees Due: 493.00  
 Submittal Deadline: 10/13/15 Date Paid: 10/9/15  
 Hearing Date: 12/1/15 Payment Method: check

Request: Rezone parcel from A1A to A2  
 Is this proposed use temporary?  Yes  No If so when will it be removed? \_\_\_\_\_  
 Location of property (General Description): 20857 Hwy 40, Bush, LA 70431 Lot  
Section 23, TS 5S, Range 11 East - Between Woodland Dr. #5  
& Sterner Rd.

Present Zoning Classification: A1A Existing Use: \_\_\_\_\_  
 Ward: 3 District: \_\_\_\_\_ Proposed Use: \_\_\_\_\_  
 STR: 523 TSB RUE Square Ft. of Proposed Use: \_\_\_\_\_  
 Subdivision: \_\_\_\_\_ Acreage or Sq. Ft. of Site: 3.36  
 Previous Use: \_\_\_\_\_ Proposed Hours of Operation: \_\_\_\_\_  
 Maximum Height of Structure(s): \_\_\_\_\_ Number of Employees (Max. Shift): \_\_\_\_\_  
 Adjacent Uses: \_\_\_\_\_ Sign Type, Size and Location: \_\_\_\_\_

**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 submittal of this application to discuss the details of this proposal.

NOTE: THIS DOCUMENT MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC.

By my signature below, I certify that all information submitted to the Department of Development is TRUE and CORRECT, and understand that failure to submit TRUE and CORRECT information can result in delay or denial in this application. I further certify that I have read and understand the above important notes relative to the submission of this application.

Property Owner(s) Clarence R. Nutrich Date: 10-8-15 Contact Person Deidre McMurray Date: 10-8-15  
 Name: Deidre McMurray POA Name: Deidre McMurray  
 Address: 20857 Hwy 40 Address: 221 Sun Tamps Road  
Bush, LA 70431 Mandeville, LA 70471  
 Phone: 985-789-7879 Phone: 985-789-7879  
 Signature: \_\_\_\_\_ Signature: Deidre McMurray

BEFORE ME, the undersigned authority, personally appeared the persons whose signatures are affixed above, all of full age and major age, 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.

SWORN TO AND SUBSCRIBED before me this 08 day of Oct, 2015

Notary Public



**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**

Existing Single Family Residential .....\$30 per acre to a maximum of \$1250  
 All Other Types of Zoning Changes ..... \$100 per acre for first 25 acres and \$10 per acre over 26 acres  
 Processing Fee ..... \$250.00

**Worksheet**

Acres fee (1-25 acres): ..... Acres at ..... dollars per acre = \$ .....  
 26 acres and above: ..... Acres at \$10.00 dollars per acre = \$ .....  
 Processing fee (if required): ..... \$ .....  
 Advertising costs: ..... \$ 75.00  
 Total cost of rezoning petition: ..... \$ .....

**ADMINISTRATIVE PERMITS**

**Fees**

**Residential Use**

Home Office/Occupation ..... \$25.00  
 Temporary Use ..... \$25.00  
 Residential Structure ..... \$50.00  
 Pond ..... \$50.00  
 Commercial, Institutional, Industrial or Other Use ..... \$100.00  
 Sign Review ..... \$25.00

**SUBMITTAL REQUIREMENTS**

All marked items must be submitted prior to deadline

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

- 1. **APPLICATION**  
A completed application to be filed with the Department of Development.
- 2. **FEEs**  
Fees in the amount of \$ \_\_\_\_\_ 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. **OWNERS AUTHORIZATION**  
The owner of the property or other authorized agent as indicated in legal documents provided to the Development Department staff. If multiple parties, including married couples, have an undivided interest in the ownership of a parcel, all owners must authorize the request. If the Owner of the property is a corporation, partnership, or other entity, the petitioner must attach a copy of the resolution authorizing the petitioner to sign and authorize the petition for rezoning.
- 5. **SITE PLAN**  
A site plan (min. of 2 copies size: 11 X 17) shall be submitted for review by the Department of Development. If the applicant fails to submit such drawing, additional fees may be required. The following minimum information must be included:
  - a. Vicinity Map indicating location (either on plat or attached on separate sheet).
  - b. Survey indicating scale, date, north arrow.
  - c. All existing physical features such as existing streets, buildings, sidewalks, drives, parking spaces, dumpsters, ponds and detention areas, fences, signs, paved and gravel areas.
  - d. Dimensions of the property involved (property lines).
  - e. Indication of the maximum square footage of each use (for multi-use sites).
  - f. The location, dimensions, area, type of materials and orientation of all signs and support structures.
  - g. A landscape plan of the site showing the type, size and number of plants, location of existing trees to be preserved, the location and dimensions of proposed planting beds, barrier curbs, site triangles, fences, buffers and screening.
- 6. **FOR TEMPORARY USES INCLUDE THE FOLLOWING:**
  - a. Indicate name of event/use, type of event/use, duration of event/use, structures required (show on site plan), bands, speakers, etc., provide proof of adequate parking, traffic and crowd control, sanitary facilities.
  - b. Duration of event:  
Start date/time: \_\_\_\_\_ Finish date/time: \_\_\_\_\_
- 7. **FOR HOME OCCUPATIONS/HOME OFFICES, INCLUDE THE FOLLOWING:**
  - a. Drawing of residence interior and all other buildings associated with the business with users/rooms indicated, including the area to be used for the home office/occupation (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:**
  - a. Location, size and setbacks of pond.
  - b. Indicate whether or not dirt will be removed from the site.
  - c. Proposed hours and days of operation of heavy equipment.
  - d. Section through the pond showing depth of pond and levee (if any).
  - e. 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 of the site.
  - h. Subject to road bond.
- 9. **SECOND RESIDENCE AND TEMPORARY STRUCTURE**
  - a. Health Department Letter/Permit
- 10. **FOR SIGN REVIEW INCLUDE THE FOLLOWING:**
  - a. Vicinity Map indicating location of property.
  - b. Drawing of the sign(s) including dimensions, height, and a color rendering of the sign face.
  - c. Survey plat or site plan indicating: Building(s) 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 Area of Fascia Sign: \_\_\_\_\_ Total Height of sign: \_\_\_\_\_
    - Total Area of Directional Sign: \_\_\_\_\_ Setback from Property Line: \_\_\_\_\_
    - Total Area of Monument Sign: \_\_\_\_\_ Total width of Building: \_\_\_\_\_

DURABLE POWER OF ATTORNEY

UNITED STATES OF AMERICA

BY: CLARENCE RAYMOND DUTRUCH

STATE OF LOUISIANA

TO: DEIDRE DUTRUCH McMURRAY

PARISH OF ST. TAMMANY

BE IT KNOWN, that on this 19<sup>th</sup> day of May, 2010,

PERSONALLY CAME AND APPEARED:

CLARENCE RAYMOND DUTRUCH, a person of the full age of majority and 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 to me, Notary, that he has been married but three times, first to Alida Marie Smith from whom he was divorced in the year 1949, second to Eva Mae Mizell from whom he was divorced in the year 1970, and third to Kathleen Holloway Dutruich, who is deceased, and that he has not since remarried, whose current mailing address is 20857 Highway 40, Bush, Louisiana 70431; (sometimes hereinafter referred to as "Principal"),

who declares that Principal does hereby appoint:

DEIDRE DUTRUCH McMURRAY, a person of the full age of majority and a person of the full age of majority and a resident of and domiciled in the Parish of St. Tammany, State of Louisiana, whose current mailing address is 221 Bon Temps Rouille, Mandeville, Louisiana 70471;

as Principal's Agent (collectively "my Agent"), and further declares as follows:

I specifically set aside, revoke and cancel any previous power of attorney I have made.

#### ARTICLE I DURABILITY

1.1 **Durability.** This agency is "durable" and shall not be deemed revoked by my disability or incapacity.

#### ARTICLE II PROPERTY

"Property" means all of my interest in property whether movable, immovable, real, personal, corporeal or incorporeal, tangible, intangible and mixed, wherever located, however acquired, whether owned by me now or hereafter acquired by me or on my behalf by my Agent or by third persons. With regard to Property, and my affairs, my Agent shall have the following power and authority:

2.1 **General Powers.** Have all of the powers that may be conferred upon agents under applicable law. If a question should arise as to whether my Agent has a particular power, this agency shall be liberally construed as granting such power. Should future changes in the law expand the powers of agent, my Agent shall have those expanded powers.

2.2 **Additional Powers.** Without limiting my Agent's powers granted by the preceding paragraph, if those powers do not include the following, my Agent shall also have all of the following powers:

2.3 **Purchases and Sales.** To purchase, sell, exchange, partition or otherwise acquire and dispose of Property, at public or private sale, for such purposes and upon such terms, in such manner, and at such prices as my Agent may determine. My Agent may purchase property by credit sale, obligate me by promissory note to pay for same and secure the note by vendor's lien and mortgage

containing such security clauses as my Agent deems meet and proper.

**2.4 Operation of Businesses.** To continue to operate or participate in the operation of any of my business interests, so long as my Agent may deem it advisable, and to do anything in connection therewith as my Agent shall deem proper in my Agent's sole discretion.

**2.5 Options.** To grant options affecting Property for such purposes and periods, upon such conditions, in such manner, and at such prices as my Agent may determine, to exercise them for such price and on such terms and conditions as my Agent may see fit.

**2.6 Servitudes and Easements.** To create servitudes or easements on Property for such purposes and periods, upon such conditions, in such manner, and at such price as my Agent may determine.

**2.7 Leases.** To lease or give options to lease all or any part of the Property for such price, and on such terms and conditions, for such purposes and at such rentals as my Agent may see fit; to enter into, amend or extend all kinds of leases including but not limited to all kinds of predial leases, surface leases, and oil, gas and mineral leases, with or without pooling provisions.

**2.8 Oil, Gas and Other Minerals.** To sell, lease, exchange, partition or otherwise alienate oil, gas or other minerals and interests therein, and the right to explore for them, or options for any of these, by such instruments, in such forms, for such bonus, rentals or other considerations, and for such terms and periods as my Agent may see fit. To invest in, to acquire and retain for so long a period as my Agent may see fit, oil, gas and mineral leases and rights in and to all gas and other minerals either in the form of mineral interests, royalties or other proprietary or working interest, whether productive when acquired or nonproductive when acquired, whether or not speculative in nature, with or without pooling provisions, to explore or to contract for mineral exploration and to drill and to enter into pooling, utilization, repressurization and any other type of agreement relating to the development, operation and conservation of mineral property.

**2.9 Partnerships.** To cause my Agent (on my behalf) to become a partner in such partnerships as my Agent may see fit, whether as a limited or general partner, or partner in commendam; to continue me or my Agent as a party in any partnership in which I may be a partner or possessed of the right to become a partner; to consent to the continuation of any partnership that might otherwise terminate even though the articles of partnership may not provide for continuation.

**2.10 Borrowing.** To borrow money by obligation either unsecured or secured, in such amounts, for such terms, at such rates of interest or without interest, and in such manner as my Agent may think desirable and to secure such loans by mortgage, pawn or pledge of Property or otherwise, and to mortgage or pledge Property for any period of time my Agent shall think desirable.

**2.11 Lending.** To make loans of Property to such persons, firms, partnerships, corporations or political subdivisions, including businesses or business interest, for such purposes and for such periods, in such amounts and at such rates of interest, with or without security, and subject to such other terms as my Agent may determine.

**2.12 Exchanges.** To exchange Property for other property or to give options to exchange Property upon such terms as my Agent may deem advisable.

**2.13 Retention of Property.** To hold and retain Property in the form received so long as Agent deems advisable, and to purchase and retain securities or other properties, although of a kind or in an amount that would not ordinarily be considered suitable, whether or not such property is productive of income.

**2.14 Improvements.** To raze any buildings or other structures as my Agent may consider expedient; to improve or develop immovable property; to erect, alter, or repair any buildings or other structures and to make any other kind of improvements my Agent may deem proper; to receive, accept, hold, use, control, administer, build upon, manage or otherwise improve, repair, divide or subdivide all or any Property in the manner and to the extent my Agent may deem advisable.

**2.15 Agents and Employees.** To employ or retain such employees, agents and advisors as my Agent may deem necessary, to assist in performing any duties of my Agent, including, but by way of illustration only, investment advice, management advice, and for any other purposes my Agent considers advisable, and to determine reasonable charges for such services and to make payment of Property.

**2.16 Investments.** To make, change and modify investments of my Property as my Agent shall determine in my Agent's sole discretion.

**2.17 Custody and Location of Property.** To keep all or any part of the Property at any place in Louisiana or elsewhere within the United States or abroad with such depositories or custodians at such places as my Agent shall deem necessary or advisable and to have the power to hold securities in the names of nominees.

**2.18 Miscellaneous Agreement.** My Agent may enter into and execute any and all kinds of agreements and documents on my behalf, whether or not specifically described in this instrument.

**2.19 Accounts.** To establish accounts of all kinds, (including checking and savings) for me with financial institutions, including banks, thrift institutions, brokerage firms and credit unions. To modify, terminate, make deposits to and write checks on or make withdrawals from and grant security interests in all accounts in my name or upon which I or my Agent are authorized signatories (except accounts held by me in a fiduciary capacity), whether such accounts were established by me or for me by my Agent. To negotiate, endorse or transfer any checks or other instruments with respect to any account; to contract for any services rendered by any bank or other financial institution and to modify or terminate such contracts.

**2.20 Safe-Deposit Boxes.** To contract with any institution for a safe-deposit box in my name. To have access to all safe-deposit boxes in my name or to which I am an authorized signatory (except in a fiduciary capacity) whether or not the contract for such safe-deposit box was executed by me (either alone or jointly with others) or by my Agent in my name. To add to and remove from the contents of any safe-deposit box and to terminate contracts for such boxes.

**2.21 Legal Proceedings.** To institute, supervise, prosecute, defend, intervene in, abandon, compromise, arbitrate, settle, dismiss and appeal from any and all judicial or administrative proceedings, actions, suits, hearings, attachments or sequestrations involving me in any way, including claims by or against me arising out of property damages or personal injuries suffered by or caused by me or under circumstances causing the loss to be borne by me.

**2.22 Trusts.** To execute trust instruments on my behalf as settlor or co-settlor, provided that I am the sole beneficiary. To make gifts in trust on my behalf to trusts created by my Agent or other trusts. To provide that a trust shall be revocable or irrevocable, and interests in the trust spendthrift or freely alienable. To serve as trustee of any other trust created by or for my benefit. To add my assets to any trust and to revoke or terminate any trust on my behalf. To withdraw or receive the income or principal and to require or demand such withdrawals of any trust.

**2.23 Fiduciary Offices.** To renounce any fiduciary office to which I may be appointed or elected, including (but not limited to) executor, administrator, personal representative, trustee, tutor, curator, guardian, attorney-in-fact or officer or director of a corporation. To render such accountings of my activities as may be required.

**2.24 Taxation.** To represent me in all tax matters including federal income, gift, estate and excise taxes. To prepare, sign and file federal, state or local income, gift and other tax returns of all kinds, including joint returns, FICA returns, payroll tax returns, claims for refunds, requests for extensions of time, petitions to the U.S. Tax Court or other courts regarding tax matters, and all other tax-related documents, including consents and agreements under Section 2032A, Internal Revenue Code, consents to split gifts, closing agreements and any power of attorney form required by the Internal Revenue Service or any state or local taxing authority with respect to any tax year from the year 1975 to the year 2025. To pay taxes due, collect and make such disposition of refunds as my Agent shall deem appropriate; to post bonds, receive confidential information and contest



deficiencies determined by the Internal Revenue Service or any other taxing authority. To exercise any elections I may have under federal, state or local tax law; and generally to represent me or obtain professional representation for me in all tax matters and proceedings of all kinds and for any period before any taxing authority. To engage, compensate and discharge attorneys, accountants and other tax, financial advisors and consultants to represent or assist me in connection with any tax matter involving or in any way related to me or any Property in which I have or may have any interest or responsibility.

**2.25 Gifts.** To make gifts or other gratuitous transfers either outright or in trust (including the forgiveness of debt and the completion of any charitable pledge) to such persons or organizations as my Agent shall select.

**2.26 Support.** To continue to support any person I have undertaken to support or to whom I may owe an obligation of support. Support may include payment of real property taxes, payments on loans secured by my residence, maintenance of my residence, food, clothing, whether, medical, dental and psychiatric care, normal vacations and travel expenses, education, (including education at vocational and trade schools, training in music, stage, arts and sports, special training provided at institutions for the mentally or physically handicapped, preparatory, undergraduate and/or profession study in any field at public or private universities, colleges or other institutions of higher learning) including payment for tuition, books and incidental charges made by the educational institutions, travel costs to and from such institutions, room and board and a reasonable amount of spending money.

### ARTICLE III HEALTH CARE

I give my Agent all powers regarding the following health care matters that I could exercise on my own behalf, if capable of doing so. My agent may:

**3.1 Medical Records.** Have access to any medical information in any form regarding my physical or mental condition, and execute such consents as may be necessary to obtain it.

**3.2 Professionals.** Retain, compensate and discharge any health care professionals my Agent deems necessary to examine, evaluate or treat me, whether for emergency, elective, recuperative, convalescent or other care.

**3.3 Institutionalization.** Admit me to any health care facility recommended by a qualified health care professional, whether for physical or mental care or treatment, and remove me from such institution at any time.

**3.4 Treatment.** Consent on my behalf to tests, treatment, medication, surgery, organ transplant or other procedures, and revoke that consent.

**3.5 Chemical Dependency.** Consent on my behalf to a course of treatment for chemical dependency, whether suspected or diagnosed, and revoke such consent.

**3.6 Pain Relief.** Consent on my behalf to pain relief procedures.

**3.7 Releases.** Release from liability any health care professional or institution that acts on my behalf in reliance on my Agent.

### ARTICLE IV PERSONAL CARE

I give my Agent all powers regarding the following personal care matters that I could exercise on my own behalf, if capable of doing so. My agent may:

**4.1 Home care.** Provide for my continued maintenance and support. As nearly as possible, I desire to maintain my accustomed standard of living. My Agent shall provide me with

a suitable place to live, by maintaining me in a residence, paying principal, interest, taxes, insurance and repairs as necessary. My Agent may retain or discharge domestic servants, attendants, companions, nurses, sitters or other persons who provide care for me and my home. My Agent may authorize purchases of food, clothing, medical care and customary luxuries on my behalf.

**4.2 Institutional Care.** If recommended by my physician, my Agent may contract for institutional health care.

**4.3 Religious Needs.** Continue my affiliation with my church, keeping me accessible to its clergy, members and other representatives, continuing and renewing any pledge made by me whether for capital, operations or other purposes, and generally assist me in maintaining my church relationships to the extent my health permits.

**4.4 Companions and recreation.** Hire, discharge, direct and compensate such companions as may be necessary for my health, recreation, travel and general well-being.

**4.5 Funeral Arrangements.** Arrange and contract for my funeral including appropriate arrangements and instructions for my funeral service or memorial service, including purchase of a burial plot or other appropriate disposition of my body. My Agent shall comply with such known written instructions as I may have or leave.

**4.6 Curator or Guardian.** Nominate on my behalf any person my Agent deems qualified (including my Agent) as my curator, undercurator, curator ad hoc, guardian, or conservator or any other fiduciary office I have a right to nominate or designate, waive any bond on my behalf and grant to that fiduciary or representative any powers that I might extend on my own behalf.

#### ARTICLE V INCIDENTAL POWERS

To enforce exercise of the powers granted in this document and to the extent I could act on my own behalf if capable, my Agent may:

**5.1 Advisors and Employees.** Hire, compensate, instruct and discharge physicians, attorneys, accountants, appraisers, experts, consultants or other advisors, employees or independent contractors my Agent deems necessary.

**5.2 Communications.** Open, read, respond to and redirect any written communications direct to me; represent me before any postal authority, messenger service, or information service on relevant matters.

**5.3 Important Documents.** Disclose, copy or deny access to any document; exercise my privilege of confidentiality and generally to care for and protect all information relevant to me, in any form.

#### ARTICLE VI THIRD PARTIES

To protect third parties who deal with my Agent under powers granted in this agency, third persons may rely on my Agent's act or signature with the same force and effect as though I were personally present and acting for myself. Accordingly:

**6.1 Notice of Amendment or Revocation.** No person dealing with my Agent on my behalf shall be charged with any amendment to this agency or its revocation until actual notice thereof is delivered to the third party.

**6.2 Reliance.** Until they receive actual notice that this agency has been amended or revoked, third persons may assume that my Agent is acting within the scope of powers granted by me in this agency, and that this agency remains effective. No person who deals with my Agent shall be responsible for my Agent's proper application of funds or property.

6.3 **Information.** Persons who receive requests for information from my Agent are authorized to furnish it, as and when requested. I release them from any and all legal liability for furnishing the information my Agent requests. If that information is privileged, I waive the privilege. My Agent may disclose that information to such others as my Agent may deem appropriate.

**ARTICLE VII  
MISCELLANEOUS PROVISIONS**

7.1 **Expenses.** My Agent shall be entitled to reimbursement for all costs and expenses reasonably incurred on my behalf, but shall not otherwise be entitled to compensation for services rendered.

7.2 **Nomination.** I nominate my Agent to serve as my curator, undercurator, guardian, conservator and in any similar fiduciary capacity consonant with the powers granted in this agency. If not permitted to nominate my Agent, I nevertheless make the strongest recommendation that my Agent be qualified for all such offices.

7.3 **Release.** I release and discharge my Agent and my Agent's heirs, successors and assigns from any and all liability to me, my heirs, successors and assigns arising out of any acts or omissions of my Agent, except for willful misconduct or gross negligence. My agent shall have no responsibility to make my property productive of income, to increase the value of my estate or to diversify my investments.

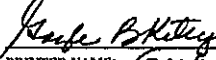
7.4 **Applicable Law.** This instrument shall be governed by the laws of Louisiana.

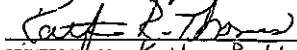
7.5 **Revocation, Removal, Amendment and Resignation.** This agency may be amended or revoked by me. My Agent may be removed by me at any time by written document delivered to my Agent. If this agency has been recorded in the public records, the act of revocation, amendment or removal shall be filed or recorded in the same manner. My Agent may resign by written resignation delivered to me, or, if I am incapacitated or interdicted, by delivery to any person with whom I am residing or who is responsible for my care.

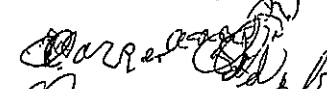
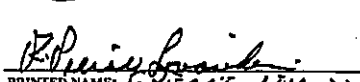
7.6 **Headings and Captions.** The headings and captions of this instrument are for convenience only and shall not alter the meaning of the provisions hereof.

**THUS DONE AND PASSED**, in my office in 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:**

  
PRINTED NAME: Gayle B. BERRY

  
PRINTED NAME: Kathryn R. Thomas

  
CLARENCE RAYMOND DUTRUCH *cc*  
  
PRINTED NAME: F. PIERRE LIVAUDAIS  
NOTARY PUBLIC (ID# 8636)

**ACCEPTED:**

  
**DEIDRE DUTRUCH McMURRAY**  
AGENT

232309

United States of America

STATE OF LOUISIANA — PARISH OF ST. TAMMANY

BE IT KNOWN, that on this 26<sup>th</sup> day of February 1966, BEFORE ME, a Notary Public, duly commissioned and qualified, in and for the above named Parish and State, therein residing, and in the presence of the undersigned competent witnesses, PERSONALLY CAME AND APPEARED:

RUBY GENEVA TAYLOR, Wife of and Austin Taylor: persons of the full age of majority, who declared under oath that they have been married but once and then to each other, alive and residing together, St. Tammany Parish, Louisiana

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

CLARENCE RAYMOND DUTRUCH: a person of the full age of majority, who declared under oath that he has been married but twice, 1st to Allida Marie Smith, from whom he was divorced in the year 1949, and secondly to Eva Mae Mizell, with whom he is presently living and residing, St. Tammany Parish, Louisiana, Mailing address Rt. 4, Box 196, Covington, Louisiana

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

A CERTAIN TRACT OF LAND SITUATED IN THE NE CORNER of the SE $\frac{1}{4}$  of SECTION 23, TOWNSHIP 5, South, Range 11 East, and containing 3.36 acres and is designated as LOT NO. 5 on a plat of survey by Lowell E. Cummings, Reg. Surveyor, dated October 10, 1962.

Acquired by Geneva Dutruch Taylor from Maurice Dutruch, et als, by act of Partition dated February 14, 1963 and recorded in COB 338, folio 553.

To have and to hold the above described property unto the said purchaser his heirs and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of ONE THOUSAND TWO HUNDRED AND NO/100 (\$1,200.00) which the said purchaser has well and truly paid, in ready and current money, to the said vendor, who hereby acknowledge & the receipt thereof and grant & full acquittance and discharge, therefor.

All State and Parish Taxes up to and including the taxes due and exigible in 1965 are paid as per

declaration of vendor The certificate of mortgage and conveyance required by Article 884 of the Revised Civil Code of this State are attached hereto and made a part hereof

THIS DONE AND PASSED in my office at Covington, St. Tammany Parish, Louisiana, on the day, month, and year herein first above written, in the presence of Patsy F. Cook and Norman Jo. Hyde competent witnesses who herewith sign their names with the said appearees and me, Notary, after reading of the whole.

WITNESSES:

Patsy F. Cook  
Norman Jo. Hyde  
F. P. [Signature]

Ruby [Signature]  
[Signature]  
Clarence [Signature]

NOTARY PUBLIC



Filed for record March 7th, 1966  
Truly recorded March 8th, 1966  
Clark & Ex-Officio Recorder

232309  
MAR 7 1966  
MAR 8 1966  
MAR 10 1966  
MAR 15 1966  
MAR 20 1966  
MAR 25 1966  
MAR 30 1966  
APR 5 1966  
APR 10 1966  
APR 15 1966  
APR 20 1966  
APR 25 1966  
MAY 1 1966  
MAY 5 1966  
MAY 10 1966  
MAY 15 1966  
MAY 20 1966  
MAY 25 1966  
JUN 1 1966  
JUN 5 1966  
JUN 10 1966  
JUN 15 1966  
JUN 20 1966  
JUN 25 1966  
JUL 1 1966  
JUL 5 1966  
JUL 10 1966  
JUL 15 1966  
JUL 20 1966  
JUL 25 1966  
AUG 1 1966  
AUG 5 1966  
AUG 10 1966  
AUG 15 1966  
AUG 20 1966  
AUG 25 1966  
SEP 1 1966  
SEP 5 1966  
SEP 10 1966  
SEP 15 1966  
SEP 20 1966  
SEP 25 1966  
OCT 1 1966  
OCT 5 1966  
OCT 10 1966  
OCT 15 1966  
OCT 20 1966  
OCT 25 1966  
NOV 1 1966  
NOV 5 1966  
NOV 10 1966  
NOV 15 1966  
NOV 20 1966  
NOV 25 1966  
DEC 1 1966  
DEC 5 1966  
DEC 10 1966  
DEC 15 1966  
DEC 20 1966  
DEC 25 1966

CASH DEED

FROM

TO

STATE OF LOUISIANA  
Parish of St. Tammany

I hereby certify that the within and foregoing Act of Sale, with Mortgage Lien and Vendor's Provisions, was filed:

For Record \_\_\_\_\_

Recorded \_\_\_\_\_

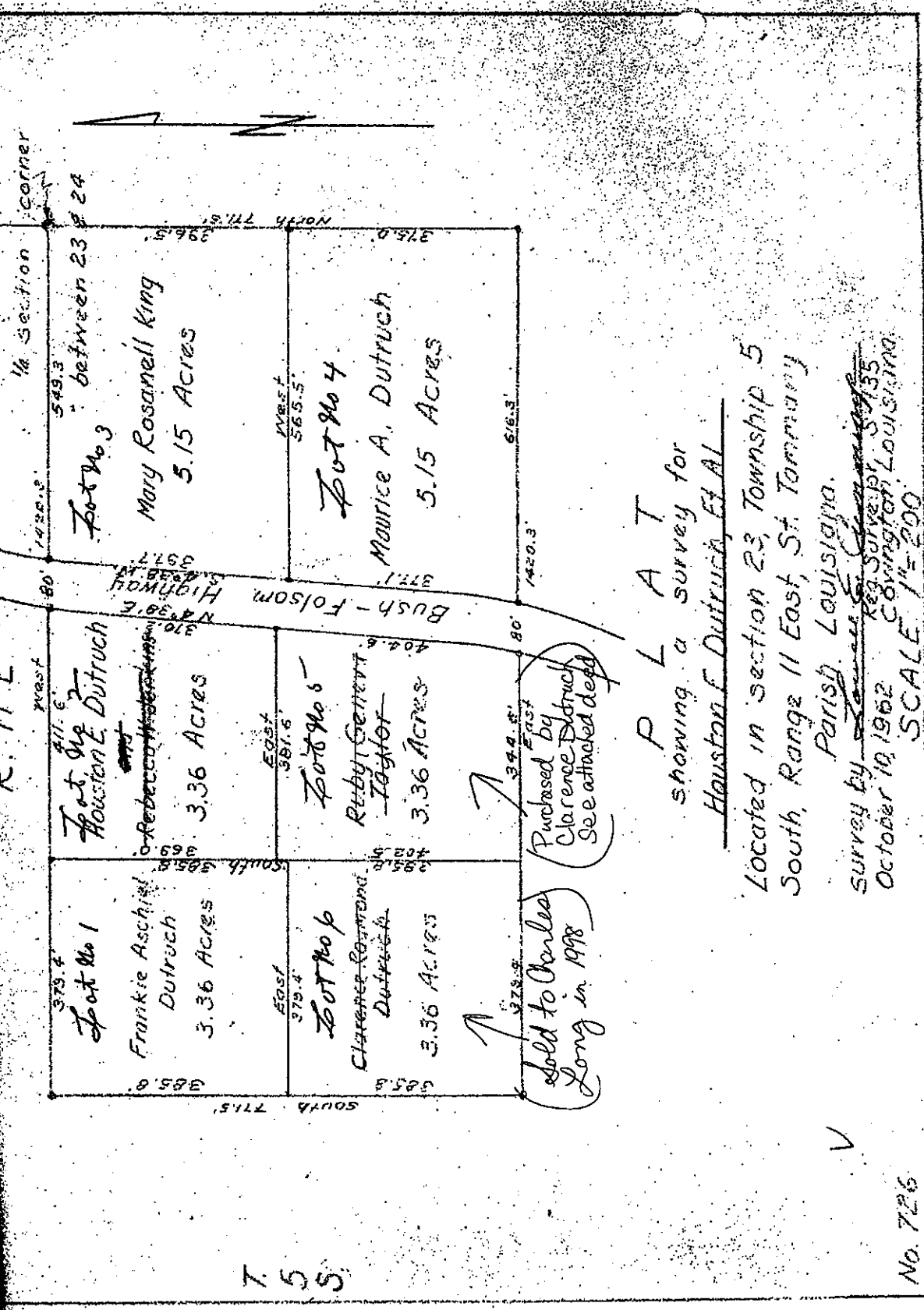
In Book \_\_\_\_\_ of Conveyance

Page No. \_\_\_\_\_

of the Parish of St. Tammany, State of Louisiana.

Clark & Ex-Officio Recorder

R 17 E

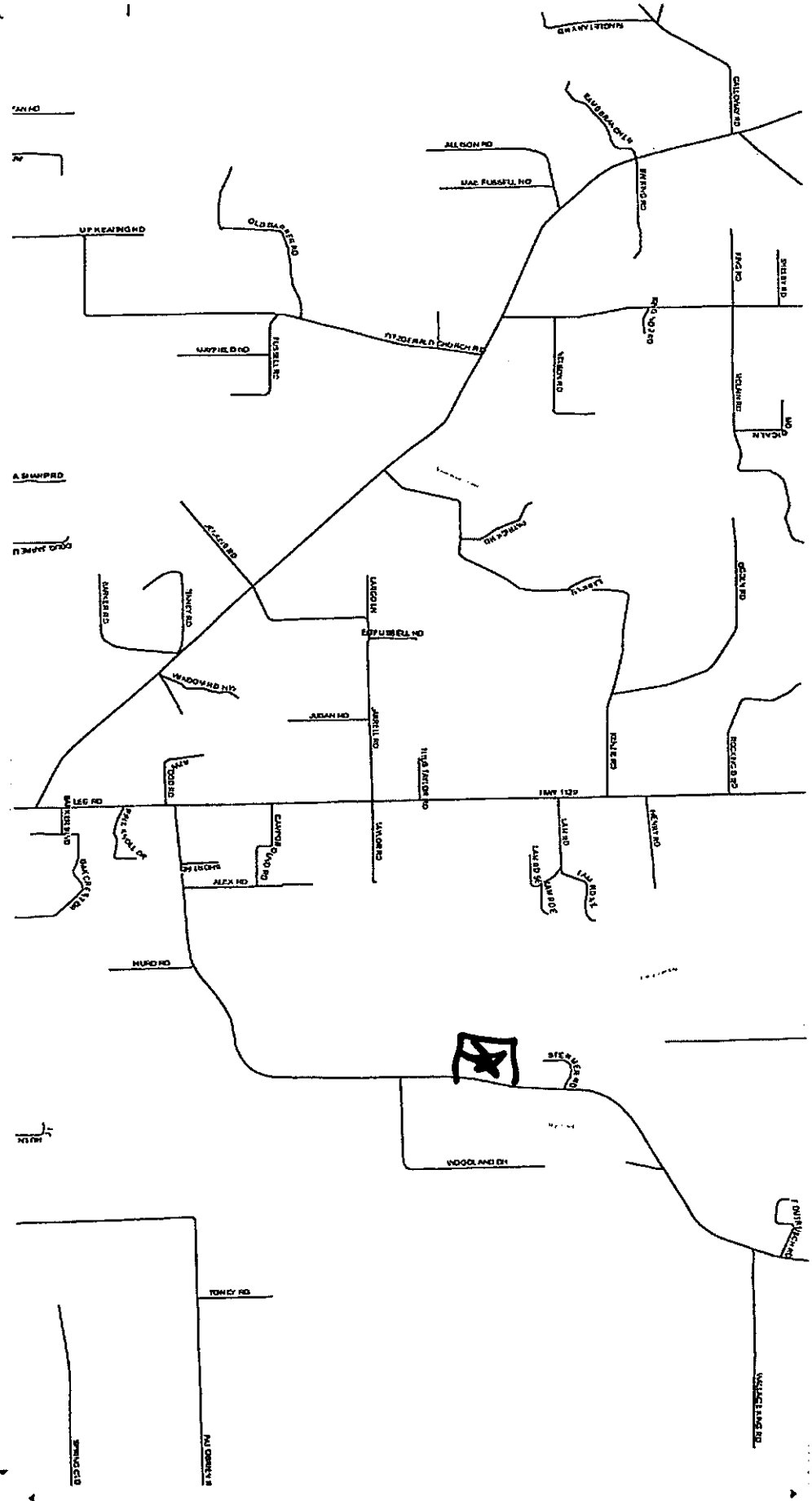


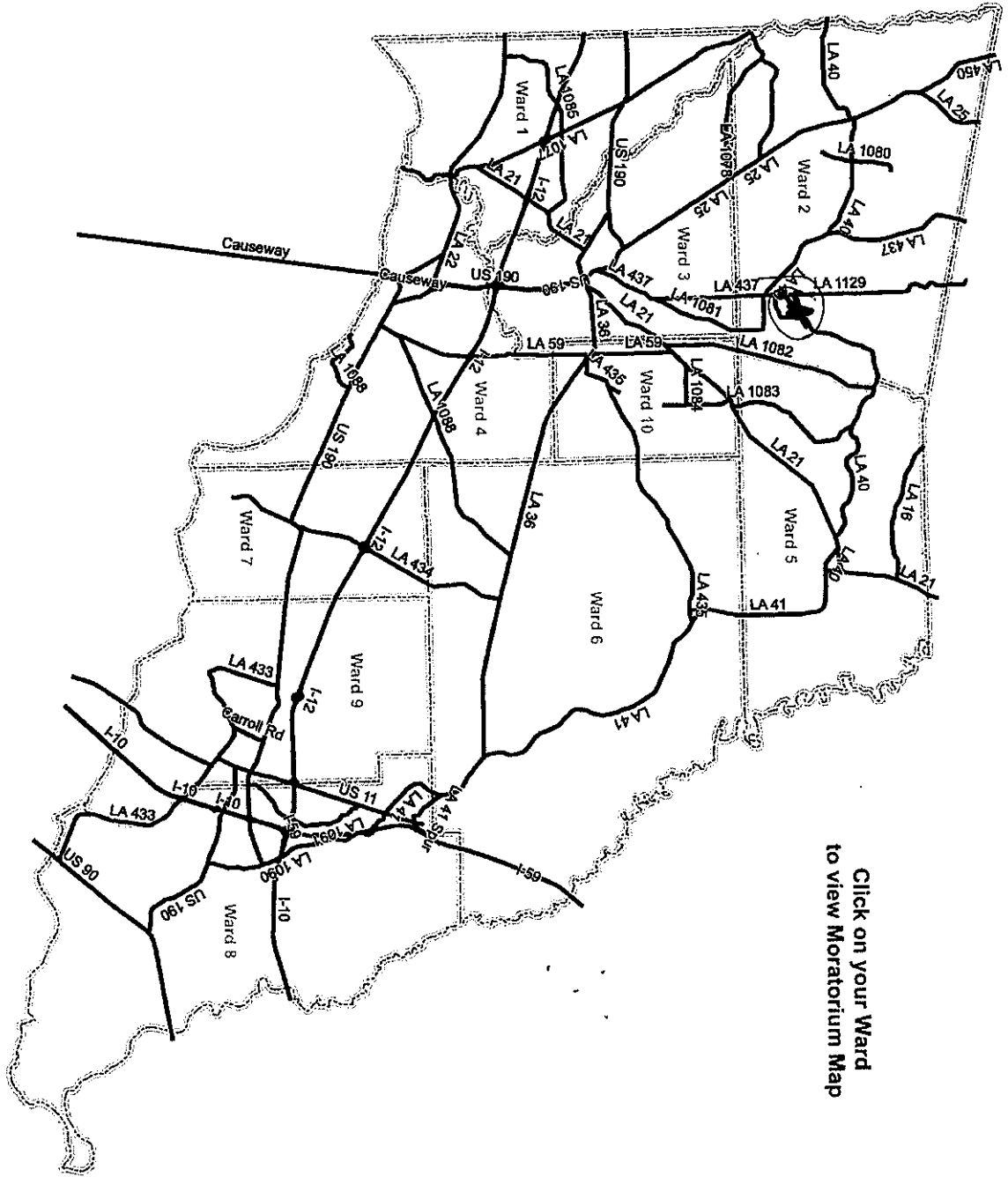
P L A T  
showing a survey for  
Houston E. Dutruch, Et Al

Located in section 23, Township 5  
South, Range 11 East, St. Tammany  
Parish, Louisiana.

Survey by Clarence Dutruch  
Reg. Surveyor No. 5155  
Covington, Louisiana  
October 19, 1962

No. 726





Click on your Ward  
to view Moratorium Map



