

ST. TAMMANY PARISH COUNCIL

ORDINANCE

ORDINANCE CALENDAR NO. 3122 ORDINANCE COUNCIL SERIES NO. \_\_\_\_\_

COUNCIL SPONSOR STEFANCIK/PRESIDENT PROVIDED BY: ENV. SERVICES

INTRODUCED BY: MR. CANULETTE SECONDED BY: MR. GOULD

ON THE 7<sup>TH</sup> DAY OF JULY, 2005

ORDINANCE TO RATIFY THE ACTION OF THE OFFICE OF THE PARISH PRESIDENT, TO ACCEPT DONATION OF PROPERTY, MACHINERY, AND EQUIPMENT RELATED TO THE SEWERAGE SYSTEM AND WATER DISTRIBUTION SYSTEM WITHIN TAYLOR TRACE DEVELOPMENT (AS SHOWN IN EXHIBIT 1 ATTACHED HEREIN BELOW)

WHEREAS, the St. Tammany Parish Government, acting through Cross Gates Utility Co., may accept the donation of infrastructure related to water distribution and sewerage collection and treatment; and

WHEREAS, Taylor Trace, L.L.C. wishes to donate, assign, transfer, and deliver, water distribution and sewerage treatment infrastructure unto the St. Tammany Parish Government; and,

WHEREAS, it is the desire of the St. Tammany Parish Government to accept this donation from Taylor Trace, L.L.P.

THE PARISH OF ST. TAMMANY HEREBY ORDAINS to ratify the action of the Office of Parish President, to accept donation of property, machinery, and equipment related to the water distribution and sewerage treatment system within Taylor Trace development (as shown in Exhibit 1 attached herinbelow.)

REPEAL: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

Exhibit 1

## ACT OF DONATION

BY: TAYLOR TRACE, L.L.C.

UNITED STATES OF AMERICA

STATE OF LOUISIANA

TO: PARISH OF ST. TAMMANY

PARISH OF ST. TAMMANY

BE IT KNOWN, that on the dates hereinafter set forth,

BEFORE EACH OF US, the undersigned Notaries Public, duly commissioned and qualified in and for the state and parishes as hereinafter set forth, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

TAYLOR TRACE, L.L.C., a Louisiana limited liability company, herein appearing by and through Scott E. Reine, by virtue of a resolution and consent by its only and managing member, George E. Reine, III, its mailing address being:

P. O. Box 2407  
Slidell, Louisiana 70459

who does by these presents, donate, assign, set over, transfer and deliver, without any warranty whatsoever, except as set out herein, unto:

ST. TAMMANY PARISH, DEPARTMENT OF ENVIRONMENTAL SERVICES, by its President, Kevin C. Davis, as authorized by ordinance adopted on \_\_\_\_\_, a copy of which is annexed hereto and made a part hereof as Exhibit "A", its mailing address being:

P. O. Box 628  
Covington, Louisiana 70434

and Donee herein appearing to accept said donation of said property with gratitude, the following described property, to-wit:

1. All of the pipes, lines, conduits, machinery and equipment related to the sewerage systems within Taylor's Trace Development, more fully described on the annexes Exhibit "B", including the sewage treatment plant and lift station(s) and appurtenances and associated equipment, sewerage collection pipes and mains, lift station(s), service connections, valves, piping and appurtenances located within the street rights of way and easements as more particularly described as follows:

A. Sewer Treatment Plant located on the following described property:

B. A sewer line easement upon the following described property:

A CERTAIN PIECE OR PORTION OF GROUND situated in Section 7, Township 9 South, Range 15 East, St. Tammany Parish, Louisiana, in Taylor's Trace, and more fully described as follows:

From the section corner common to Sections 1 and 12, Township 9 South, Range 14 East, and Sections 6 and 7, Township 9 South, Range 15 East, thence go South 89 degrees 43 minutes East, a distance of 468.00 feet; thence South 00 degrees 01 minutes 40 seconds West, a distance of 30 feet; thence South 89 degrees 43 minutes East, a distance of 1,417.99 feet to a point (mag. Nail set in asphalt edge); thence South 00 degrees 02 minutes 25 seconds East, a distance of 194.79 feet to the Point of Beginning.

Thence continue South 00 degrees 02 minutes 25 seconds East, a distance of 15.00 feet to a point; thence South 89 degrees 50 minutes 35 seconds West, a distance of 24.67 feet to a point; thence South 00 degrees 09 minutes 25 seconds East, a distance of 219.60 feet to a point; thence South 89 degrees 52 minutes 06 seconds West, a distance of 89.05 feet to a point; thence North 00 degrees 07 minutes 54 seconds West, a distance of 91.49 feet to a point; thence North 89 degrees 51 minutes 54 seconds East, a distance of 74.01 feet to a point; thence North 00 degrees 09 minutes 25 seconds West, a distance of 143.10 feet to a point; thence North 89 degrees 50 minutes 35 seconds East, a distance of 39.70 feet to the Point of Beginning.

Containing 0.2448 acres (10,662.34 square feet) of land, more or less.

THE PARTIES HERETO ACKNOWLEDGE THAT THE ABOVE DESCRIBED PROPERTY HAS NOT BEEN EXAMINED BY THE UNDERSIGNED NOTARIES, AND SAID NOTARIES TAKE NO RESPONSIBILITY THEREFOR.

2. The parties hereto agree that in the event any other properties outside of the Taylor's Trace development ties into this sewer treatment facility, they must pay their prorate share of the cost of this sewer treatment plant.

3. There shall be no fee levied against Taylor's Trace development to tap into this sewer system.

This assignment, transfer and servitude assigns unto the Parish of St. Tammany all transferable warranties which Taylor has or may have arising from purchases and contracts with third parties relating to the property described herein. Taylor does further donate unto Parish of St. Tammany all of its rights in and to all utility servitudes and designated utility easements or encumbering the property now or in the future.

All state and parish taxes assessed against the property herein conveyed up to and including 2004 are paid. The taxes for 2005 shall be paid by Taylor.

THUS DONE AND PASSED in Slidell, St. Tammany Parish, Louisiana, on the 26<sup>th</sup> day of May, 2005, 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:

Joyce Branaman  
Joyce Branaman

Betty Pichon  
Betty Pichon

TAYLOR TRACE, L.L.C.

BY: Scott E. Reine  
Scott E. Reine

Linda W. DeLaughter  
Notary Public

Linda W. DeLaughter  
Notary Public -#12159  
St. Tammany Parish, Louisiana  
My Commission Expires at Death

THUS DONE AND PASSED in \_\_\_\_\_, Tammany Parish,  
Louisiana, on the \_\_\_\_\_ day of \_\_\_\_\_, 2005, 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:

PARISH OF ST. TAMMANY

\_\_\_\_\_

BY: \_\_\_\_\_  
Kevin C. Davis, President

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

Exhibit 1

PARTIAL RELEASE

UNITED STATES OF AMERICA

BY: TAYLOR PROPERTIES PARTNERSHIP

STATE OF TEXAS

FOR: SUNTRUST HOLDING CORPORATION

COUNTY OF Cook

BE IT KNOWN, that on this 27 day of May, 2005,

BEFORE ME, the undersigned authority, a Notary Public, duly commissioned and qualified in and for the above named County and State, and in the presence of the undersigned competent witnesses,

PERSONALLY CAME AND APPEARED:

TAYLOR PROPERTIES PARTNERSHIP, represented herein by its duly authorized undersigned,

who produced unto me, Notary, as the last holder and owner thereof, one certain note for the sum of SEVEN HUNDRED FIFTEEN THOUSAND AND 00/100 (\$715,000.00) DOLLARS drawn by SUNTRUST HOLDING CORPORATION to the order of Taylor Properties Partnership dated September 15, 2003 bearing interest at the rate of eight percent per annum from date until paid, and officially paraphed by Denise D. Lindsey, Notary Public, for identification with an act passed before her on September 15, 2003 and secured by a mortgage on the property in said act described and of which the following described property forms a part:

A CERTAIN PIECE OR PORTION OF GROUND situated in Section 7, Township 9 South, Range 15 East, St. Tammany Parish, Louisiana, in Taylor's Trace, and more fully described as follows:

From the section corner common to Sections 1 and 12, Township 9 South, Range 14 East, and Sections 6 and 7, Township 9 South, Range 15 East, thence go South 89 degrees 43 minutes East, a distance of 463.00 feet; thence South 00 degrees 01 minutes 40 seconds West, a distance of 30 feet; thence South 89 degrees 43 minutes East, a distance of 1,417.99 feet to a point (mag. Nail set in asphalt edge); thence South 00 degrees 02 minutes 25 seconds East, a distance of 194.79 feet to the Point of Beginning.

Thence continue South 00 degrees 02 minutes 25 seconds East, a distance of 15.00 feet to a point; thence South 89 degrees 50 minutes 35 seconds West, a distance of 24.67 feet to a point; thence South 00 degrees 09 minutes 25 seconds East, a distance of 219.60 feet to a point; thence South 89 degrees 52 minutes 06 seconds West, a distance of 89.05 feet to a point; thence North 00 degrees 07 minutes 54 seconds West, a distance of 91.49 feet to a point; thence North 89 degrees 51 minutes 54 seconds East, a distance of 74.01 feet to a point; thence North 00 degrees 09 minutes 25 seconds West, a distance of 143.10 feet to a point; thence North 89 degrees 50 minutes 35 seconds East, a distance of 39.70 feet to the Point of Beginning.

Containing 0.2448 acres (10,662.34 square feet) of land, more or less.

Above described property contains a 1) sewer treatment plant and 2) sewer line easement.

4103 jb

And the said appearer herein declared that it is the last holder and owner of the note hereinabove described and in consideration of cash in hand paid or other valuable considerations, it grants a release of the mortgage and/or vendor's lien securing its payment, but insofar only as the same bears on and operated against the property hereinabove described and NO FURTHER, and authorizes and directs the Recorder of Mortgage for St. Tammany Parish to cancel and erase from the records of her office the inscription of said mortgage and/or vendor's lien as made in Instrument #1392388; the said mortgage to remain in full force and effect as to the remaining properties described in said act.

And I, Notary, after paraphing the said note for identification herewith, returned the same to the said appearer, who hereby acknowledged the receipt thereof.

**DISCLAIMER:** The undersigned notary public did not prepare this document nor does he/she guarantee the correctness of this document or the information contained herein, but is ONLY RESPONSIBLE for the identity of the appearer whose signature he/she notarizes.

THUS DONE AND PASSED in my office, aforesaid, in the presence of the witnesses hereto stating, both competent, who sign these presents with the said appearer and me, Notary, the day and date aforesaid.

WITNESSES:

Jammi Crockett  
JAMMI CROCKETT  
Cindi Pearson  
Cindi PEARSON

TAYLOR PROPERTIES PARTNERSHIP

BY Mary E. Becker  
MARY E. BECKER

Cherrie Finney  
Notary Public CHERRIE FINNEY

Notary Identification No. 12476824-2

My Commission Expires on 12-10-07



Exhibit 1

FATIC-200P  
ALTA COMMITMENT 1982



# TITLE INSURANCE COMMITMENT



ISSUED BY

***First American Title Insurance Company***

## AGREEMENT TO ISSUE POLICY

We agree to issue a policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-1.
- The Exceptions in Schedule B-2.
- The Conditions on the other side of this page.

This Commitment is not valid without SCHEDULE A and Sections 1 and 2 of SCHEDULE B.

***First American Title Insurance Company***

BY *Gary L. Keruett* PRESIDENT

ATTEST *Mark R. Arneson* SECRETARY

