

ST. TAMMANY PARISH COUNCIL

RESOLUTION

RESOLUTION COUNCIL SERIES NO. C-1355

COUNCIL SPONSOR: STEFANCIK/PRESIDENT PROVIDED BY: Planning

Resolution to concur/ not concur with the Town of Pearl River annexation and rezoning of 7.80 acres of land more or less from Parish Rural District to Town of Pearl River B-2 Highway Commercial District which property is at the southwest corner of LA Hwy 41 and Nelson Road in S12 & 13, T8S, R14 E, Ward 8, District 9.

WHEREAS, the Town of Pearl River is contemplating Annexation of 7.80 acres of land more or less owned by Miliary Road Properties, LLC, located at the southwest corner of LA Hwy 41 and Nelson Road, part of S12 & 13, T8S, R14 E, Ward 8, District 9 (see attachments for complete description), and

WHEREAS, the property requires rezoning from Parish Rural District to Town of Pearl River B-2 Highway Commercial District which is not an intensification of zoning, and

WHEREAS, the property is not developed and the proposed annexation would/would not result in a split of the sales tax revenues as per the Sales Tax Enhancement Plan, Resolution P. J. S. No. 88-3636 As Amended and Adopted by the Police Jury on July 21, 1988 providing for the annexation of property in Sales Tax District # 3.

THE PARISH OF ST. TAMMANY HEREBY RESOLVES that it does/does not concur with the Town of Pearl River to annex and rezone 7.80 acres of land more or less, located in District 9 from Parish Rural District to Town of Pearl River B-2 Highway Commercial District in accordance with Resolution P. J. Series No. 88-3636 As Amended.

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

THE ST. TAMMANY PARISH COUNCIL FURTHER request that the Town of Pearl River require that 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:

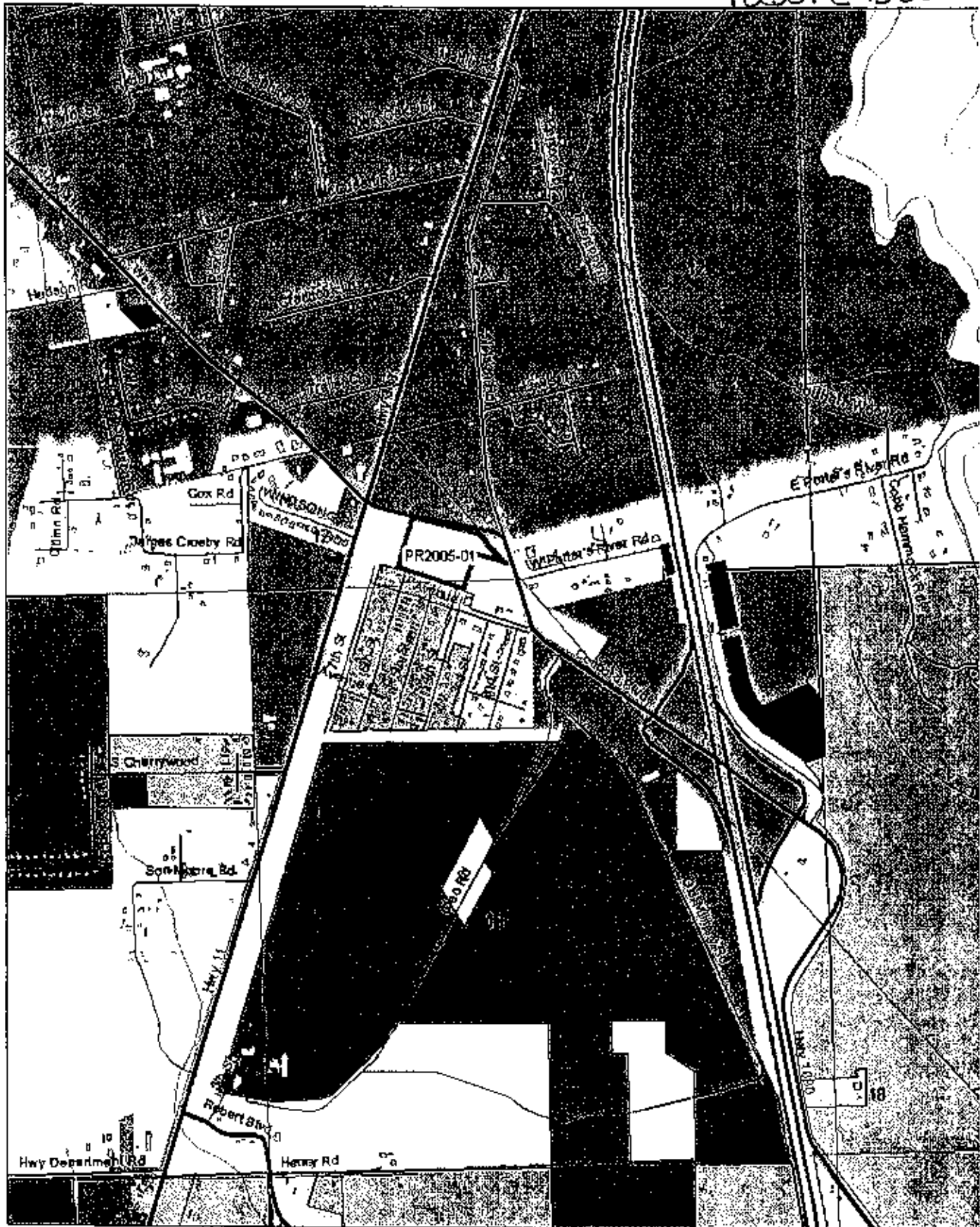
THIS RESOLUTION WAS DECLARED ADOPTED ON THE _____ DAY OF _____, 2005, AT A REGULAR MEETING OF THE PARISH COUNCIL, A QUORUM OF THE MEMBERS BEING PRESENT AND VOTING.

STEVE STEFANCIK, COUNCIL CHAIRMAN

ATTEST:

DIANE HUESCHEN, CLERK OF COUNCIL

(Ref. no. PR2005-01)



St. Tammany Parish Government
 P.O. Box 628
 Covington, LA 70433
 Kevin Davis, President



This map was produced by St. Tammany Parish
 Information Services with the assistance of
 Department of Planning.
 This map is for planning purposes only.
 (C) 2004 St. Tammany Parish Government

Pearl River Annexations

Legend

	Water
	SE Suburban Agricultural
	SA Suburban
	AD Suburban
	AW Suburban
	AA Single Family Residential
	SM Medium Density Residential
	RS First Family Residential
	AM General Commercial
	MD Medical District
	HC Professional/Community
	DI Industrial
	RD Planned Unit Development
	LD Light Commercial
	CD Neighborhood Commercial
	CS Highway Commercial
	CS Planned Commercial
	ML Light Medium Density Residential
	MS Medium Density Residential
	MR Heavy Industrial
	ap-pr-2005-01
	Pearl_River





TOWN OF PEARL RIVER

P.O. Box 1270

Pearl River, Louisiana 70452

Telephone (985) 863-5800

FAX (985) 863-2586

JAMES LAVIGNE
Mayor

RUBY GAULEY
Mayor Pro Tempore

VIRGIL PHILLIPS

DAVID McQUEEN

THERESA ZECHEVELLY

MARIE CROWE

Aldermen

BENNIE RAYNOR
Chief of Police

ELIZABETH ALLEN
Town Clerk

RONALD W. "RON" GUTH
Town Attorney

LISA POLK
Deputy Clerk

January 13, 2005

January 13, 2005

Mr. Sidney Fontenot
% St. Tammany Parish
Planning & Zoning
P.O. Box 628
Covington, LA 70435

Re: Annexation

Dear Mr. Singletary,

The Town was petitioned by Military Road Properties, LLC to annex their property 7.80 acres contiguous to the corporate limits of the Town of Pearl River, LA. As agreed with the Parish Sales Tax Split Agreement the Town is asking for the Parish's consent of annexing this property.

Sincerely,

Elizabeth Allen
Elizabeth Allen,
Town Clerk

CC: Gary Singletary



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AN EQUAL OPPORTUNITY EMPLOYER

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

Date of Request 01-11-05

Petition is hereby made to the planning commission and the TOWN OF PEARL RIVER for annexation into the TOWN OF PEARL RIVER, by:

Name: Military Road Properties, LLC

Street Address: 29089 Krentel Rd., Lacombe, LA 70445

Telephone Number: (985) 882-9797

Zoning of Property to be Annexed: Rural

Reason of Annexation: Access of city utilities and re-zoning to "commercial"

Description of Property: See attached survey and "sale" documents

(7.80 Acres)

(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 Presented to Commission: _____

Date of Public Hearing: _____

Result of Public Hearing: _____

Zoning After Annexation: _____

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CREDIT SALE

BY: LIVE OAK PLANTATION, INC.
TO: MILITARY ROAD PROPERTIES, L.L.C.

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

BE IT KNOWN, that on this 28th day of December, in the year of our Lord two thousand and four,

BEFORE ME, Silvia G. Muller, a Notary Public, duly commissioned and qualified, in and for the Parish of St. Tammany, State of Louisiana, therein residing, and in the presence of the witnesses hereinafter undersigned:

PERSONALLY CAME AND APPEARED:

LIVE OAK PLANTATION, INC., a Mississippi corporation whose mailing address is 232 Runway Road, Picayune, Mississippi 39466, represented herein by Dan Quirk, President and duly authorized agent pursuant to a Resolution dated December 28, 2004, the original of which is attached hereto and made a part hereof; hereinafter sometimes called the Seller,

who declared that for the consideration and upon the terms and conditions hereinafter expressed, said Seller has bargained and sold, and does by these presents grant, bargain, sell, convey, assign, transfer, deliver, abandon and set over, "AS-IS", "WHERE-IS", without any warranty whatsoever, except warranty as to title of the property, but with substitution and subrogation to all rights and actions of warranty against any and all preceding owners and vendors, unto:

MILITARY ROAD PROPERTIES, L.L.C., a Louisiana limited liability company whose articles were filed with the Louisiana Secretary of State on December 8, 2004, having a mailing address of 29089 Krentel Road, Lacombe, Louisiana, appearing herein through and represented by Peter Eichler, Member, authorized pursuant to a Certificate of Authority dated the 28th day of December, 2004, the original of which is attached hereto;

hereinafter sometimes called the Purchaser;

present, accepting and purchasing for Purchaser, the said Purchaser's heirs and assigns, and acknowledging due delivery and possession thereof, all and singular the following described property, to-wit:

A parcel of land situated in Sections 12 & 13, Township 8 South, Range 14 East, St. Tammany Parish, Louisiana and being more fully described as follows:
From the Section Corner common to Sections 11, 12, 13 and 14, Township 8 South, Range 14 East St. Tammany Parish Louisiana on South 01°50'00" East a

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point of beginning. From the point of beginning, continue South $76^{\circ}18'05''$ East (Title-South $76^{\circ}16'55''$ East) a distance of 643.20 feet; thence leaving said right of way line, go South $39^{\circ}45'58''$ East (Title-South $39^{\circ}50'00''$ East) a distance of 327.60 feet; thence go North $71^{\circ}20'00''$ West a distance of 264.85 feet; thence go South $18^{\circ}40'51''$ West a distance of 341.93 feet; thence go North $71^{\circ}20'00''$ West a distance of 655.16 feet; thence North $18^{\circ}40'00''$ East a distance of 457.70 feet to a point located on the southerly right of way line of La. Hwy. 1090 (Military Road) back to the point of beginning.

Said parcel of land contains 7.80 acres.

All as more fully described on the survey by Scalfano Engineering, Inc. dated December 23, 2004, Job No. 204531, attached hereto and made a part hereof.

Being a portion of the property acquired by Live Oak Plantation, Inc. by act of Cash Sale of Property dated September 25, 1996 from Anne Bridget Phillips Testamentary Trust, Patrick R. Mooney Testamentary Trust, Terry Kay Mooney Andersen Testamentary Trust, Erin Ann Mooney Testamentary Trust, Timothy J. Mooney Testamentary Trust, as created in the Last Will and Testament of Joseph R. Mooney as probated in Civil District Court, # 88-3078, and represented by Jean A. Mooney as Trustee, filed on October 2, 1996 in the official records of St. Tammany Parish, Louisiana as Instrument No. 1018363.

THIS ACT IS MADE, EXECUTED AND ACCEPTED SUBJECT TO:

1. Right of Way Permit granted to Central Louisiana Electric Company in an acknowledged act dated April 8, 1964, filed at COB 361 folio 179.
2. Right of Way Permit in favor of Central Louisiana Electric Company, Inc. dated August 22, 1966, filed August 31, 1966 at COB 434/355 in the official records of St. Tammany Parish, Louisiana.
3. Permanent servitude and right of way to State of Louisiana pursuant to Order of Expropriation in case entitled State of Louisiana, Through Department of Highways v. Joseph Mooney, Caption No. 17.762, filed at COB 302/163.
4. Any and all restrictions, rights of way, encroachments, easements and/or servitudes that may appear in the chain of title.

REFERENCE TO THE ABOVE IS NOT MEANT TO RE-ESTABLISH OR RECREATE, BUT MERELY FOR THE PURPOSE OF INFORMING THE PARTIES HERETO OF THEIR EXISTENCE IN THE CHAIN OF TITLE.

TO HAVE AND TO HOLD the above described property unto the said Purchaser, the Purchaser's heirs and assigns forever.

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

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SIXTY-SIX THOUSAND NINE HUNDRED FORTY-NINE AND 44/100 (\$366,949.44) DOLLARS, dated of even date herewith and payable to the order of Live Oak Plantation, Inc., payable in 36 monthly installments of interest only, and one final installment of the entire principal balance due plus any outstanding interest, said note bearing interest at the rate of six and three-eighths (6 3/8%) per cent per annum from present date until paid; the first installment being due February 1, 2005, and each additional installment due on the same day of each month thereafter until paid in full, said note being payable at 232 Runway Road, Picayune, Mississippi 39466, and after having been paraphed "Ne Varietur" by me, Notary, for identification herewith, was delivered to the Seller's agent herein, who hereby acknowledges the receipt thereof. Purchaser has the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment". When Purchaser makes a prepayment, he will tell the holder of the note in writing that he is doing so. Purchaser may make a full prepayment or partial prepayments without paying any prepayment charge. The holder of the note will use all prepayments to reduce the amount of principal owed under this Note. If Purchaser makes a partial prepayment, there will be no change in the amount of the monthly payments unless the holder of the note agrees in writing to such change.

The said note and this credit sale may be assigned by Seller without prior written approval of Purchaser after sixty days from the date of said note.

And now in order to secure the punctual payment of said note at maturity, together with interest and attorney's fees, premiums of insurance and costs, a special mortgage and vendor's lien and privilege are hereby granted by the said Purchaser on the property herein conveyed and are hereby retained in favor of said Seller and of any future holder or holders of said note.

In case the above described note should be placed in the hands of an attorney at law after maturity to institute legal proceedings to recover the amount thereof, or any part thereof, in principal or interest, or to protect the interests of the holder or holders thereof, or in case the same should be placed in the hands of an attorney for collection, compromise or other action, the Purchaser hereby agrees to pay the fees of the attorney who may be employed for that purpose, which fees are hereby fixed at twenty-five (25%) per cent on the amount due or sued for, or claimed or sought to be protected, preserved or enforced.

And here the said Purchaser confesses judgment in favor of the holder or holders of the above described note and does by these presents, consent, agree and stipulate that in the event of said note or any interest thereon not being punctually paid at maturity, or upon the Purchaser's suspension, failure or insolvency, or upon application for the Purchaser's adjudication in bankruptcy or upon the application by or against the Purchaser for a respite, assignment or receivership, or in the event said Purchaser fails to comply with any obligation by the said Purchaser herein undertaken, the said note shall ipso facto mature and become due and payable, and it shall be lawful for and the said Purchaser does hereby authorize the said then holder or holders of said note, without making a demand or putting the said Purchaser in default, a putting in default being expressly waived, to cause (s) and singular the property herein conveyed and hereinabove described to be seized and sold after due process of law, the said Purchaser waiving the benefit of any and all laws or parts of laws relative to the appraisalment of the property seized and sold under executory process or other legal

of executory process.

Should any or all of the Property be seized as an incident to an action for the recognition or enforcement of this mortgage, by executory process, sequestration, attachment, writ of fieri facias or otherwise, Purchaser hereby agrees that the court issuing any such order shall, if requested by Seller, appoint Seller, or any agent designated by Seller, or any person or entity named by Seller at the time such seizure is requested, or any time thereafter, as Keeper of the Property as provided under La. R.S. 9:5336 et seq. Such a Keeper shall be entitled to reasonable compensation. Purchaser agrees to pay the reasonable fees of such keeper, which are hereby fixed at not less than \$25.00 per hour, which compensation to the keeper shall also be secured by the vendor's lien and mortgage as provided herein.

And here the said Purchaser agrees not to sell, alienate, encumber or deteriorate any of the foregoing property to the prejudice of this act nor to permit or suffer the same to be sold, alienated, encumbered or deteriorated to the prejudice of this act.

The Seller declares that there are no taxes due and exigible on the property herein sold and that same have been paid up to and including the year 2003. Taxes for the year 2004 will be paid by Seller and Purchaser on the prorated basis of 363/3. Purchaser hereby further agrees to pay all subsequent taxes as they shall become due and payable, and hereby authorizes the holder or holders of said note in the event of a default with regard to said taxes, to cause said taxes to be paid at the cost of said Purchaser, and the reimbursement of all sums paid for that purpose shall be secured by the privilege and mortgage aforesaid. Failure by Purchaser to pay said taxes when due may, at the option of the Seller, and after receipt of 15 days written demand from Seller, constitute a default, and the holder of the note may demand the entire loan balance immediately due and payable.

The maximum amount for which this act shall be deemed to secure the obligations of the Purchaser as herein stipulated to reimburse any holder or holders of said note the amounts paid for premiums of insurance or taxes, as aforesaid, is hereby fixed at twenty (20%) per cent of the face value of said note.

Purchaser and each of them waives and abandons any and all homestead exemptions to which Purchaser may be entitled on the property herein mortgaged in favor of Seller/Mortgagee or any future holder of said note.

AS TO PURCHASER MILITARY ROAD PROPERTIES, L.L.C., THE PURCHASE OF THIS PROPERTY IS A RECIPROCAL TRANSFER OF PROPERTY AND A "LIKE EXCHANGE" IN ACCORDANCE WITH INTERNAL REVENUE CODE SECTION 1031 OF PROPERTY SOLD BY SAID PURCHASER ON OCTOBER 21, 2004 AND DESCRIBED AS A PORTION OF GROUND IN SECTION 17, TOWNSHIP 8 SOUTH, RANGE 13 EAST, AT 29089 KRENTEL ROAD, LACOMBE, ST. TAMMANY PARISH, LOUISIANA.

The Seller hereby declares that the property herein conveyed stands registered in the name of the Seller and that it has not been heretofore alienated by the said Seller, and that there are no mortgages, liens or encumbrances of record against the property whatsoever.

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described property is made "as is", in its present condition, and without representation of any kind as to kind, quality and condition, and without recourse and without warranty as to kind, quality, and condition. Purchaser acknowledges that this provision has been called to his attention and explained to him.

The Seller declares that in the United States Courts or Louisiana Courts there are no judgments, general or particular, of record against the said Seller.

The Purchaser declares that in the United States Courts or Louisiana Courts there are no judgments, general or particular, of record against the said Purchaser.

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

THUS DONE, READ AND PASSED at my office in the City of Covington, Parish and State aforesaid, in the presence of LYNDELL M. WILSON and M. D. EVANS competent witnesses, who have hereunto signed their names with the parties and me, Notary, on the day, month and year first hereinabove written.

WITNESSES:

LyndeLL M. Wilson
LyndeLL M. Wilson
M. D. Evans
M. D. EVANS

SELLER:

LIVE OAK PLANTATION, INC.

By: *Dan Quirk* 12-28-04
Dan Quirk, President and Authorized Agent

PURCHASER:

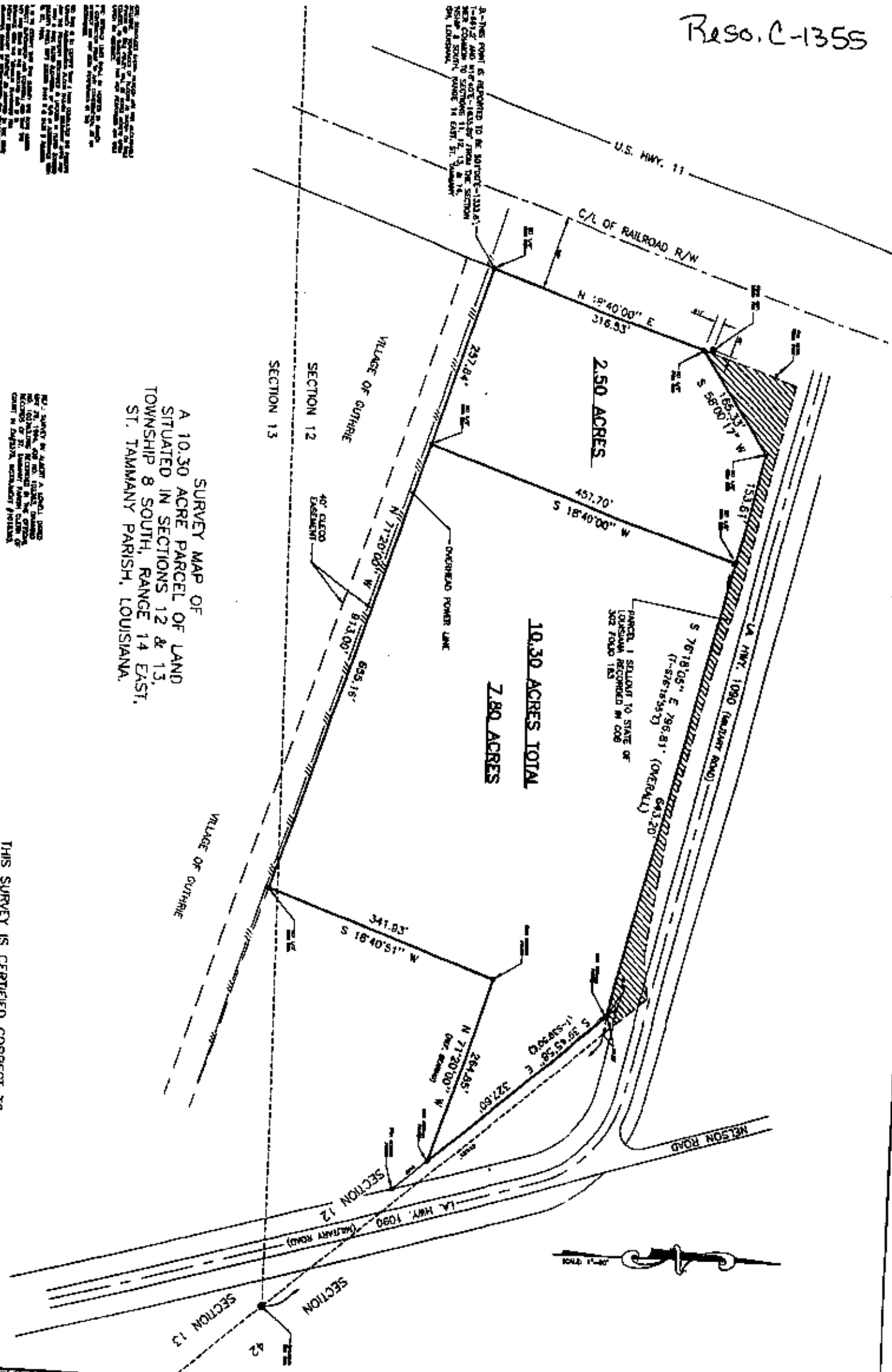
MILITARY ROAD PROPERTIES, L.L.C.

By: *Peter Eichler*
Peter Eichler, Member

Silvia G. Muller
Silvia G. Muller, Notary Public
Bar Roll No. 22607

CERTIFIED TO BE

PR2005-01



SURVEY MAP OF
A 10.30 ACRE PARCEL OF LAND
SITUATED IN SECTIONS 12 & 13,
TOWNSHIP 8 SOUTH, RANGE 14 EAST,
ST. TAMMANY PARISH, LOUISIANA.

THIS SURVEY IS CERTIFIED CORRECT TO:
PETER EICHLER, MILITARY ROAD, LLC
and FIRST COMMUNITY BANK

BY: [Signature] SURVEYOR
STATE OF LOUISIANA
RECORDS OF ST. TAMMANY PARISH, LOUISIANA
DATE: [Date]

<p>BY: PETER EICHLER</p> <p>Product Description: 10.30 ACRES SITUATED IN SECTIONS 12 & 13, TOWNSHIP 8 SOUTH, RANGE 14 EAST, ST. TAMMANY PARISH, LOUISIANA</p>			<p>Scalfano ENGINEERING, INC.</p> <p>2901 Kismet Road, Lake Charles, Louisiana 70601-2907 Ph: (337) 952-4342 Fax: (337) 952-4322 Email: scalfano@scalfano-engineering.com</p>
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