

ST. TAMMANY PARISH COUNCIL

RESOLUTION

RESOLUTION COUNCIL SERIES NO. C-1716

COUNCIL SPONSOR MR. IMPASTATO

PROVIDED BY COUNCIL OFFICE

RESOLUTION TO VACATE, IN PART, THE MORATORIUM ESTABLISHED BY ORDINANCE C.S. NO. 05-1216 ON ISSUANCE OF BUILDING PERMITS FOR CONSTRUCTION OR PLACEMENT OF BUILDING STRUCTURES ON PROPERTY WITHIN A PORTION OF CYPRESS PARK SUBDIVISION AND SURROUNDING AREAS. (WARD 7, DISTRICT 7)

WHEREAS, pending review of existing land use and to formulate measures to protect residents in and near the area more fully described within the ordinance, and for such other reasons stated therein, the Parish Council adopted Ordinance C.S. No. 05-1216, extending a six-month moratorium on the issuance of building permits for construction or placement of any building structures on the specified property within a portion of Cypress Park Subdivision and surrounding areas, which includes Erindale Heights Subdivision, Ward 7, District 7; and

WHEREAS, the owner of LOTS 28 AND 29 OF SQUARE 12 of Cypress Park Subdivision has voluntarily agreed, in order to address, remedy, lessen and/or alleviate adverse impacts that the placement of building structures on her property may have on the potential hazards of flooding by continued development within the area of the moratorium, to comply with the "no net fill" regulations of Chapter 7 of the Parish Code of Ordinances to the satisfaction of and after consulting with the Parish Engineering Department, which will also assist in addressing the overall impacts in the area. LOTS 28 and 29 of Square 12 should, therefore, be removed from the provisions and restrictions of the moratorium.

THE PARISH OF ST. TAMMANY HEREBY RESOLVES that the Parish Council vacates, in part, the moratorium established by Ordinance C.S. No. 05-1216, and any subsequent extension thereof, on the issuance of building permits for construction or placement of building structures within a portion of Cypress Park Subdivision and surrounding areas, to remove LOTS 28 AND 29 OF SQUARE 12 of Cypress Park Subdivision from the restrictions established by the moratorium provided the above referenced conditions are adhered to by the owner of said lot, and any successor in title should the lot be sold by said owner. The owner will be responsible for providing proper notice to the new owner, if applicable.

BE IT FURTHER RESOLVED that the moratorium shall continue to be in full force and effect for the remainder of the affected areas as established by Ordinance C.S. No. 05-1216.

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 4TH DAY OF MAY, 2006 AT A REGULAR MEETING OF THE PARISH COUNCIL, A QUORUM OF THE MEMBERS BEING PRESENT AND VOTING.

\_\_\_\_\_  
STEVE STEFANCIK, COUNCIL CHAIRMAN

ATTEST:

\_\_\_\_\_  
DIANE HUESCHEN, COUNCIL CLERK

C-1716

reset

2000  
change

[illegible]

In consideration of the properties hereinabove received

**John Bergen McGowan, III, does hereby transfer, convey, assign,**

१६ - ७

5407 290 686

44-38861-26-2004 09:54 AM MC GONN

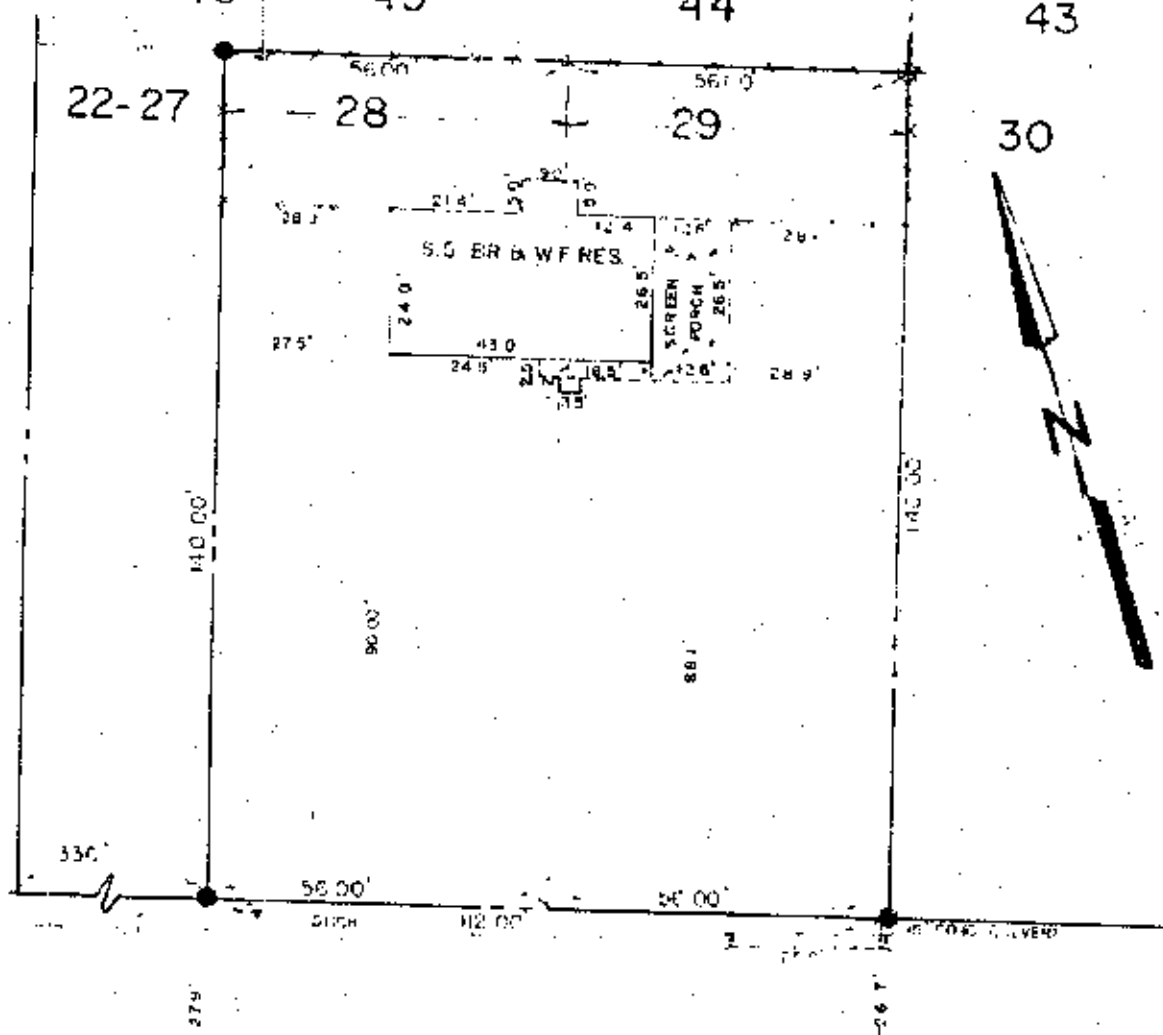
108  
432  
96  
1515

6-2-64

C-1716

VERMILLION DRIVE 60' R/W

SQUARE NO. 12



TO LACOMBE

U.S. HWY. 190

N 72° 25' W

ASPHALT SURFACE

240

TO SLIDELL

IRON SET

FENCE POST

MAP SHOWING SURVEY OF LOT NO. 28 &amp; 29, SQ. 12

SUBDIVISION CYPRESS PARK

LOCATED IN SEC. 33, T8S-R13E, G.L.D. NEAR  
LACOMBE, ST. TAMMANY PARISH, LOUISIANA.

BY JOHN B. Mc GOWAN III



TO ALL PARTIES INTERESTED IN TITLE TO PREMISES SURVEYED:

I HEREBY CERTIFY THAT THE ABOVE SHOWN SURVEY WAS ACTUALLY MADE ON THE GROUND AS PER RECORD, AND IS CORRECT, AND THAT THERE ARE NO ENCROACHMENTS EITHER WAY ACROSS PROPERTY LINES.

SLIDELL, LOUISIANA

DATE NOVEMBER 2, 1977

JOB NO. 77-342

ALBERT A. LOVELL & ASSOC'S. INC.  
CONSULTING ENGINEERS

0-1716  
St. Tammany Parish 1970  
Instrument #: 1537070  
Registry #: 1578183 ICV  
02/15/2006 12:44:00 PM  
MB CB X MI UCC

FILED BY:  
AJ TITLE COMPANY, INC.  
805 Gause Blvd.  
Slidell, Louisiana 70458  
(985) 726-5151  
File Number: 060205S  
Current Assessment Number: 121-041-1523

**CASH SALE**

UNITED STATES OF AMERICA

**SALE OF PROPERTY**

STATE OF LOUISIANA

**BY**  
**NORMAN BERNARD DUCRE, III and**  
**JAMI TILLMAN DUCRE**  
**TO**  
**JACQUELINE SULLIVAN PALAMA**

PARISH OF ST. TAMMANY

BE IT KNOWN THAT on 02/09/06

Before me, **MAUDE F. GRIFFIS**  
Notary Public in and for St. Tammany  
Parish, Louisiana, duly qualified, and in the  
presence of witnesses hereinafter named and  
undersigned,

**PERSONALLY CAME AND APPEARED**

**NORMAN BERNARD DUCRE, III, and JAMI TILLMAN DUCRE**, husband and wife, both  
persons of the full age of majority and residents of the Parish of St. Tammany, State of  
Louisiana, who declared unto me, Notary, that they have each been married but once and then to  
each other and are presently living and residing together.

**Mailing Address: 32049 NORTH POITEVENT, SLIDELL, LOUISIANA 70460**  
**Social Security Number: His XXX-XX-7367 and Her XXX-XX-3121**

("Vendor")

Who declare that Vendor 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

**JACQUELINE SULLIVAN PALAMA**, A person of the full age of majority and resident of the  
Parish of St. Tammany, State of Louisiana, who declared unto me, Notary, that she has been  
married but once and then to Anthony Louis Palama who has predeceased her and she has not  
since remarried.

**Mailing Address: 29353 LYON LANE, LACOMBE, LOUISIANA 70445**  
**Social Security Number: Her: XXX-XX-7806**

("Purchaser")

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

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**ONE CERTAIN PARCEL OF LAND**, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in **CYPRESS PARK SUBDIVISION**, located in section 33, Township 8 South, Range 13 East, G. L. D., near Lacombe, St. Tammany Parish, Louisiana, and being more fully described as follows, to-wit:

**LOTS TWENTY-EIGHT (28) and TWENTY-NINE (29), IN SQUARE NO. 12**, of said subdivision. Said lots each measure 56 feet front on U.S. Highway 190, Vermillion Drive, Unnamed Street, Coral Lane, Copper lane and Dresden Drive, all according to the official map in the records of St. Tammany Parish, Louisiana. All in accordance with survey by Albert A. Lovell & Associates, Inc., C.E., dated November 2nd, 1977, Job No. 77-342, which is attached to Act No. 376637, and more fully described as follows, to-wit:

**LOT 28 & 29, CYPRESS PARK SUBDIVISION, ST. TAMMANY PARISH, LOUISIANA.**

Being the same property acquired by Jami Tillman wife of/and Norman Bernard Ducre, III from John Bergen McGowan, III by an act dated April 8, 2004, and filed for registry in the official records of the office of the Clerk of Court for the Parish of St. Tammany, Louisiana on May 12, 2004 at Conveyance Instrument Number: 1431373.

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

Restrictions, reservations, servitudes as may appear in the chain of title or as shown on the Plan of Subdivision.

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**"AS IS" Clause  
Waiver of Warranty & Redhibition Rights**

**SUBJECT PROPERTY:  
LOT(S) 28 & 29, LACOMBE, LA 70445  
LOT(S) 28 & 29, SQ 12, SEC 33, CYPRESS PARK SUBDIVISION**


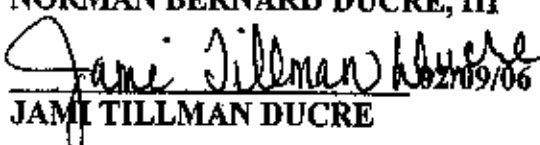
It is expressly agreed that the property herein conveyed and all improvements and components parts, plumbing, electrical systems, mechanical equipment, heating and air conditioning systems, built-in-appliances and all of the items located hereon are conveyed by Seller and accepted by Purchaser **"AS IS, WHERE IS"**, without any warranties of any kind whatsoever, even as to the metes and bounds, zoning, operation, or suitability of such properties for the use intended by the Purchaser, without regard to the presence of apparent or hidden 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 defects.

Purchaser acknowledges and declares that neither the Seller nor any party, whomsoever, 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 Purchaser has relied, concerning the existence or non-existence of any quality, characteristic or condition of the property herein conveyed. Purchaser has 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 rehibitory 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 or to a reduction of the purchase price pursuant to Louisiana civil Code Articles 2520 through 2548, inclusive, 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 Articles 2520 through 2548, inclusive.

 02/09/06  
JACQUELINE SULLIVAN PALAMA

 02/09/06  
NORMAN BERNARD DUCRE, III  
 02/09/06  
JAMI TILLMAN DUCRE

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

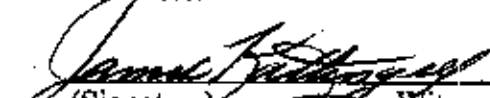
This sale is made and accepted for and in consideration of the price and sum of **FIFTY THOUSAND DOLLARS AND NO/100THS\*\*\*\*\* (50,000.00)**, which the said Purchaser has well and truly paid, in ready and current money to the said Vendor who hereby acknowledges the receipt thereof and grants full acquittance and discharge therefore.

All State and city taxes up to and including the tax due and eligible in 2005, are pending payment and/or verification, 2004 taxes are paid as per tax research certificates. Taxes for the year 2006 and all subsequent years are the responsibility of the purchaser(s) after pro-ration.


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 Lien certificates. Pursuant to this waiver, the parties hereby indemnify and hold harmless Judy Ann St. Romain, 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 duplicate original, 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.

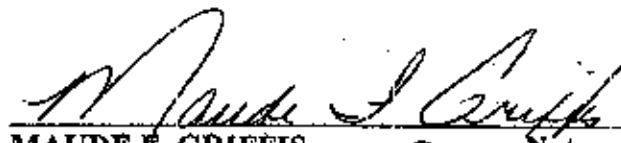
  
(Signature) Witness  
James R. Tennyson  
Printed Name

  
NORMAN BERNARD DUCRE, III -Vendor

  
(Signature) -Witness  
Kellie Clavier  
Printed Name

  
JAMI TILLMAN DUCRE - Vendor

  
JACQUELINE SULLIVAN PALAMA -Purchaser

  
MAUDE F. GRIFFIS Notary Public  
Notary ID Number: 38379  
My commission expires: With Life