

ST. TAMMANY PARISH COUNCIL

RESOLUTION

RESOLUTION COUNCIL SERIES NO. C-2220

COUNCIL SPONSOR MR. HAMAUEI

PROVIDED BY COUNCIL OFFICE

RESOLUTION TO VACATE, IN PART, THE MORATORIUM ESTABLISHED BY ORDINANCE C. S. NO. 07-1567 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 uses 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. 07-1567, 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 Lilac Drive (a.k.a. Lilac Lane). Ward 7, District 7; and

WHEREAS, the owner of LOT 12 and ½ of LOT 11, Square 4, Cypress Park Subdivision, SECTION 33, T-8-S, R-13-E, of Lilac Drive, has voluntarily agreed to mitigate all flood plain storage loss from his house pad construction in accordance with the attached sketches in order to address, remedy, lessen and/or alleviate any adverse impacts that the placement of building structures on the property may have. And, also, to alleviate 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 except for fill contained in slab and that swales be installed on either side of the co-joined lots and all muck-out and swale spoil be removed off site to mitigate finished floor equal to or greater than 15.0 feet (15.0') above mean sea level, to the satisfaction of and after consulting with the Parish Engineering Department, which will also assist in addressing the overall impacts in the area LOT 12 and ½ of LOT 11, Square 4, SECTIONS 33, T-8-S, R-13-E, of Lilac Drive, as described and shown in attached survey 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. 07-1567, 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, LOT 12 and ½ of LOT 11, Square 4, SECTIONS 33, T-8-S, R-13-E, of Lilac Drive (a.k.a. Lilac Lane) as described, 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 release of this parcel from the moratorium shall apply only for the construction of one residential building structure on said parcel. Any construction of additional structures or the subdivision of the parcel into additional lots for the purpose of constructing additional structures shall be subject to the moratorium while in effect unless said additional structures are specifically released by further action of this Parish Council.

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. 07-1567.

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 \_\_\_\_\_ 2007 AT A REGULAR MEETING OF THE PARISH COUNCIL, A QUORUM OF THE MEMBERS BEING PRESENT AND VOTING.

\_\_\_\_\_  
BARRY D. BAGERT, COUNCIL CHAIRMAN

ATTEST:

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

07R221  
CASH SALE

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

BY: SHANE VOELKER

TO: RONALD H. CALAMARI

BE IT KNOWN, that on the date herein written, before me, the undersigned Notary, duly commissioned and qualified in and for the Parish of St. Tammany, State of Louisiana, therein residing, and in the presence of the undersigned competent witnesses, personally came and appeared:

**SHANE VOELKER**, herein represented by **BRUCE J. VOELKER**, a person of the full age of majority, by virtue of Power of Attorney, original of which is attached hereto, who declares that **SHANE VOELKER** is alive and that the Power of Attorney is in full force and effect and he has not been interdicted or declared a bankrupt. **BRUCE J. VOELKER** declared unto me, Notary, that **SHANE VOELKER** is a person of the full age of majority and resident of St. Tammany Parish, Louisiana and he has been married but once and then to **Jamie Wichers** with whom he resides:

Mailing Address: 711 WARREN STREET, OREGON CITY, OREGON, 97045

who declared that he does 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 actions of warranty which he has or may have against all preceding owners and vendors, unto:

**RONALD H. CALAMARI**, a person of the full age of majority and resident of St. Tammany Parish, Louisiana who declared unto me, Notary that he has been married twice, first to **Lisa Hardy** from whom he is divorced and second to **Deborah Labrano Calamari** with whom he presently lives and resides;

Mailing Address: 4065 LAKESHORE DRIVE, SLIDELL, LA, 70461

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

**THAT PORTION OF GROUND**, together with all the buildings and improvements thereon, situated in the Parish of St. Tammany, Louisiana, in that part thereof known as **Cypress Park**, and according to plan of subdivision dated March 21, 1955 and revised April 17, 1955, filed in the official records of St. Tammany Parish, Louisiana.

Said portion is situated in Square 4 thereof, bounded by Lilac Lane, Amethyst Drive, Lavender Lane and Sherwood Drive, and is designated as Lots 12 and one half of Lot 11; Lot 12 measuring 50 feet front on Lilac Lane, same width in the rear by a depth of 140 feet between equal and parallel lines. The one-half of Lot 11 is described as follows: beginning at a point at the intersection of the boundary between Lots 11 and 12 and the right of way of Lilac Lane and running in a northerly direction along Lilac Lane, a distance of 25 feet, thence parallel to the said boundary line between lots 11 and 12 in an easterly direction along a line perpendicular to Lilac Lane to a junction with the rear property line of lot 11 and the rear property line of lot 32, thence south along the said boundary between the rears of lots 11 and 32 to the corner common to lots 11, 12, 31, and 32, thence along the boundary line of lots 11 and 12 to the point of beginning, thus forming a rectangle 25 feet in width fronting 25 feet of Lilac Lane and extending between equal and parallel lines to a depth of 140 feet, thus forming the southern one-half of Lot 11.

All in accordance with plan of subdivision filed in the official records of St. Tammany Parish, Louisiana.

Municipal Address: VACANT LAND ON LILAC LANE, LACOMBE, LA

Being the same property acquired by vendor herein by act registered as INST# 1433152 in the official records of St. Tammany Parish, Louisiana.

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

Restrictions registered at COB 230, folio 21.

Amended restrictions registered as INST# 1403157 and 1403159.

Any and all restrictions which may be filed against the subject property including but not limited to any restrictions shown on the subdivision map of Cypress Park Subdivision in the official records of St. Tammany Parish, Louisiana.

**PROPERTY SOLD AS IS:** Sellers and purchaser hereby acknowledge and recognize that this sale is an "AS IS" condition, and accordingly, purchaser does hereby relieve and release sellers and all previous owners thereof from any and all claims for any vices of defects in said property, whether obvious or latent, known or unknown, easily discovered or hidden. Purchaser particularly relieves and releases sellers from any claim or cause of action for redhibition pursuant to Louisiana Civil Code Article 2520, Et. Seq., or for diminution of purchase price pursuant to Louisiana Civil Code Article 2541, Et. Seq. Purchaser acknowledges he understands that Louisiana Redhibition Law enables him to hold sellers responsible for any obvious or hidden defects in the property existing on the act of sale date, and that he is waiving that right. Purchaser acknowledges that the above has been explained to him and that purchaser has read and understands the terms and agrees to be bound by this waiver of warranty. 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.

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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 Nineteen Thousand and 00/100 (\$19,000.00) dollars cash, which the 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 therefor.

All State and Parish taxes up to and including the taxes due and exigible in 2006 are paid as per the declaration of the parties hereof. The 2007 property taxes have been prorated based upon the Assessor's present assessment of the property and the parties hereto acknowledge the sufficiency thereof. The 2007 property taxes will be paid by the Purchaser.

The parties hereto waive the production and attachment of any and all research certificates required by law or customarily obtained, including but not limited to conveyance, mortgage, paving ordinance, street paving, local improvement certificates and/or researches and tax research certificates, and the parties hereto do hereby relieve, release and agree to indemnify and hold harmless First Title Corp of St. Tammany, its members and employees and the undersigned Notary Public from any penalty and all liability and responsibility that may result from their non-production and this waiver.

Whenever used herein, the singular shall include the plural, the plural the singular and the use of any gender shall include all genders.

07R221  
POWER OF ATTORNEY

UNITED STATES OF AMERICA

BY: SHANE VOELKER

STATE OF OREGON

TO: BRUCE J. VOELKER

PARISH/COUNTY OF

Be it known, that on this 20<sup>th</sup> day of SEPTEMBER, 2007, Before me, a Notary Public, duly commissioned and qualified in and for the above indicated State and Parish(Country), and in the presence of the undersigned witness, personally came and appeared the hereinafter named and undersigned PRINCIPAL, who declared under oath that he is of legal age and his marital status is as hereinafter set forth, and further that he does by these presents make, name, ordain, constitute and appoint the hereinafter named AGENT and ATTORNEY-IN-FACT (hereinafter referred to as AGENT), of the full age of majority, to be his true and lawful AGENT, hereby giving and granting unto said AGENT full power and authority, for him, and in his name, place and stead, to do and perform all the things and acts specified herein and in the numbered paragraph(s) indicated or completed below.

PRINCIPAL further authorizes and empowers his said AGENT to do and perform any and every act, matter and thing whatsoever, as shall or may be requisite and necessary in order to effectuate the purposes for which this power of attorney is granted, as fully and with like effect as if PRINCIPAL had been personally present and had done any such thing, performed any such act, and/or had signed all and any such document, deed, note, contract, application or other agreement, PRINCIPAL hereby ratifying and confirming any and all things done by his said agent and adopting them as his own act and deed.

PRINCIPAL further expressly stipulates that any ambiguities which may arise in the interpretation hereof shall be liberally construed so as to effectuate the purposes hereof and to validate all things done by AGENT. Whenever used herein, the singular number shall include the plural, and the masculine gender shall include all genders.

The purpose for which this power of attorney is granted is:

To direct, instruct, authorize and permit AGENT to sell and deliver the hereinafter described real estate, and/or all of PRINCIPALS right, title and interest therein, with warranty of title and with subrogation of all actions of warranty, unto RONALD H. CALAMARI for the price and sum of \$ 19,000.00, to pay and discharge any and all charges, expenses and encumbrances in connection therewith, and to receive and receipt for the selling price. Further to negotiate and consummate any actions necessary for the transfer of herein described property.

**NAME, RESIDENCE AND MARITAL STATUS OF PRINCIPAL:**

**SHANE VOELKER, A PERSON OF THE FULL AGE OF MAJORITY AND RESIDENT OF THE STATE OF OREGON, WHO DECLARED UNTO ME, NOTARY, THAT HE HAS BEEN MARRIED BUT ONCE AND THEN JAMIE WICHERS WITH WHOM HE RESIDES**

**MAILING ADDRESS: 711 WARREN STREET, OREGON CITY, OR 97045**

**NAME AND RESIDENCE OF AGENT:**

**BRUCE J. VOELKER  
20320 BRUNNING ROAD  
COVINGTON, LA 70435**

**DESCRIPTION OF REAL ESTATE FORMING THE SUBJECT TO THIS POWER OF ATTORNEY:**

THAT PORTION OF GROUND, together with all the buildings and improvements thereon, situated in the Parish of St. Tammany, Louisiana, in that part thereof known as Cypress Park, and according to plan of subdivision dated March 21, 1955 and revised April 17, 1955, filed in the official records of St. Tammany Parish, Louisiana.

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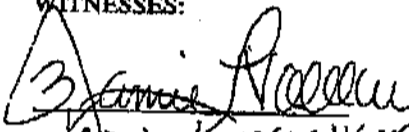
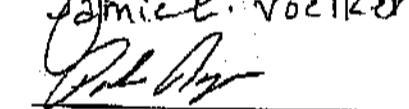
All in accordance with plan of subdivision filed in the official records of St. Tammany Parish, Louisiana.

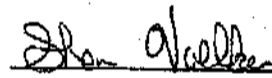
Municipal Address: VACANT LAND ON LILAC LANE, LACOMBE, LA

AGENT may vary the above description to conform to that contained in any survey produced in connection with the transaction authorized herein.

THUS DONE AND PASSED, in multiple originals, in the Parish(County) and State aforesaid on the date above set forth, in the presence of the undersigned competent witnesses, who have hereto signed their names with PRINCIPAL and me, Notary, after due reading of the whole.

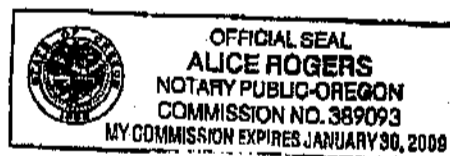
WITNESSES:

  
Jamiel Voelker  
  
PALMER ROGERS

  
SHANE VOELKER  
SSN XXX-XX- 5153

  
NOTARY PUBLIC

\*\*CAUTION: THE NOTARY CANNOT BE A WITNESS\*\*



Thus done and passed in my office in St. Tammany Parish, Louisiana, on this 15<sup>th</sup> day of **October 2007**, 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:

Barbara H. Bersuder  
**BARBARA H. BERSUDER**

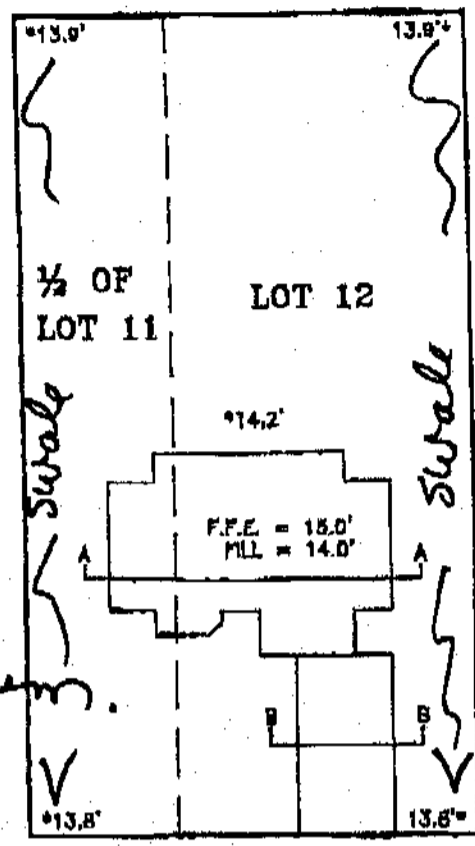
Charlene R. Griffin  
**Charlene R. Griffin**

Bruce J. Voelker  
**SHANE VOELKER**  
BY: BRUCE J. VOELKER,  
ATTORNEY IN FACT  
SSN: XXX-XX-5153

Ronald H. Calamari  
**RONALD H. CALAMARI**  
SSN: XXX-XX-9651

Kelli Ann Killigan  
**NOTARY PUBLIC**



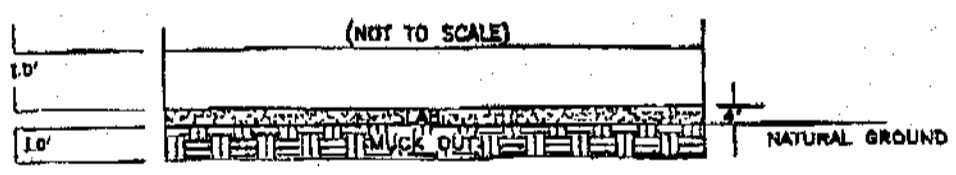


Fill Plan  
 OK to release  
 by resolution  
 from moratorium.  
 Min FFE ≥ 15.0'

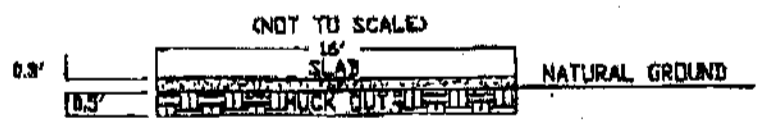
All muck-out  
 & Swale spoil  
 removed off-  
 site for  
 mitigation.  
 No Net Fill  
 10/01/07  
 SJS

LILAC LANE  
 13.8'

SECTION A-A (HOUSE & DRIVE)



SECTION B-B (DRIVE)



APPROXIMATELY 60 CUBIC YARDS FILL.

A RESIDENTIAL LOT FILL PLAN OF  
 LOT 12 & 1/2 OF LOT 11, SQUARE 4, CYPRESS PARK  
 in  
 St. Tammany Parish, Louisiana  
 for  
 SHANE VOELKER

Survey No. 2007 79B Drawn by: SPH Scale: 1" = 30'  
 Date: AUGUST 31, 2007 Revised: 9/24/07 FILL/FFE

**JOHN E. BONNEAU & ASSOCIATES, INC.**  
 Professional Land Surveyors • Planners and Consultants  
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 www.JEBCOLandSurveying.com • e-mail: jebco1@bellsouth.net

