

ST. TAMMANY PARISH COUNCIL

ORDINANCE

ORDINANCE CALENDAR NO. 3849 ORDINANCE COUNCIL SERIES NO. _____

COUNCIL SPONSOR: BINDER/DAVIS PROVIDED BY: President/ Legal

INTRODUCED BY MR. STEFANCIK SECONDED BY: MR. CANULETTE

ON THE 5TH DAY OF JUNE 2008

ORDINANCE TO AUTHORIZE THE PARISH OF ST. TAMMANY THROUGH THE OFFICE OF THE PARISH PRESIDENT, TO SIGN A QUITCLAIM DEED TO RETURN IMMOVABLE PROPERTY TO THE NORRIS LIVING TRUST AND SUSAN CUMMINGS WIFE OF/AND DAVID MARTIN NORRIS

WHEREAS, the Parish previously acquired the property, a description of which is contained in Exhibit "A" (the Quitclaim Deed), by act of Donation and Dedication from the Norris Living Trust and Susan Cummings wife of/and David Norris, under instrument # 1303928 signed on May 15, 2002; and

WHEREAS, that act of Donation and Dedication was conditioned upon the Parish commencing the construction of a public street on either or both parcels of property within four (4) years of the date of the said Donation and Dedication; and

WHEREAS, the condition upon which the Donation and Dedication was based failed, and the property reverted back to the donors; and

WHEREAS it is necessary for the Parish to execute this Quitclaim Deed to in order for the public records correctly reflect the ownership of this property reverting back to the donors, Norris Living Trust and Susan Cummings wife of/and David Norris;

THEREFORE:

THE PARISH OF ST. TAMMANY HEREBY ORDAINS to authorize the Office of the Parish President to execute Exhibit A, the Quitclaim Deed, to the Norris Living Trust and Susan Cummings wife of/and David Norris.

REPEAL: All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.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

ORDINANCE CALENDAR NO: 3849

ORDINANCE COUNCIL SERIES NO. 08-

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THIS ORDINANCE WAS DECLARED ADOPTED AT A REGULAR MEETING OF THE PARISH COUNCIL ON THE _____ DAY OF _____ 2008; AND BECOMES ORDINANCE COUNCIL SERIES NO. 08-.

JERRY BINDER, COUNCIL CHAIRMAN

ATTEST:

THERESA L. FORD, COUNCIL CLERK

KEVIN DAVIS, PARISH PRESIDENT

Published introduction: MAY 29, 2008

Published adoption on: _____, 2008

Delivered to Parish President: _____, 2008 @ _____

Returned to Council Clerk: _____, 2008 @ _____

QUITCLAIM DEED

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

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

BEFORE EACH OF US, the undersigned Notaries Public, duly commissioned in and for the above named Parish and State, therein residing, and in the presence of the undersigned competent witnesses, personally came and appeared:

THE PARISH OF ST. TAMMANY, a political subdivision of the State of Louisiana, appearing herein through its duly authorized President, Kevin Davis, pursuant to Ordinance No. _____ of the St. Tammany Parish Council, a copy of which is attached hereto and made a part hereof, its mailing addresses being P.O. Box 697, Covington, Louisiana 70434 (hereinafter referred to as the "Parish"),

who does, for and in consideration of the price and sum of ONE HUNDRED AND 00/100 (\$100.00) DOLLARS, CASH, and other valuable consideration, receipt whereof is hereby acknowledged, and full acquittance and discharge thereto given, does hereby sell, transfer, assign, quitclaim, release and relinquish unto:

NORRIS LIVING TRUST, a trust created under the laws of the State of Louisiana by act before Ronda M. Gabb, Notary Public, dated April 26, 1996, an extract of which is recorded at Instrument No. 1245657 with the Clerk of Court for the Parish of St. Tammany, State of Louisiana, appearing herein through its duly authorized sole trustees, Floyd V. Norris and Betty Jean Norris, its mailing address being 71 Iris Drive, Covington, Louisiana 70433 (hereinafter referred to as the "Trust"); and

SUSAN CUMMINGS (SS# XXX-XX-7863) WIFE OF/AND DAVID MARTIN NORRIS (SS# XXX-XX- 7803), both persons of the full age of majority who declared unto me, Notary, that Susan Cummings Norris has been married but once and then to David Martin Norris with whom she is living and residing; David Martin Norris has been married twice, first to Beverly M. Holmes from whom he is divorced by virtue of a Judgment of the 22nd Judicial District Court for the Parish of St. Tammany, State of Louisiana, in 1980 and secondly to Susan Cummings Norris with whom he is presently living and residing; their mailing address being P.O. Box 1005, Folsom, Louisiana 70437 (hereinafter referred to as "Norris"),

all of the undivided right, title and interest which it may have in and to the following described property, to wit:

PARCEL 1

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all of the buildings and improvements thereon, and all of the rights, ways, prescriptions, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, lying and being situated in the Parish of St. Tammany, State of Louisiana in Section 3, Township 7 South, Range 10 East and Commencing at the corner common

of the property owned by donor; thence proceed South 00° 20' 08" East a distance of 100 feet, more or less, to the Point of Beginning.

PARCEL 2

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all of the buildings and improvements thereon, and all of the rights, ways, prescriptions, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, lying and being situated in the Parish of St. Tammany, State of Louisiana in Section 3, Township 7 South, Range 10 East and Commencing at the corner common to Sections 4, 3, 9 and 10, Township 7 South, Range 10 East proceed North 89° 52' East a distance of 1337.9 feet to a point; thence proceed North 00° 21' West a distance of 611.52 feet to a point on the North boundary of Interstate 12; thence proceed North 00° 20' 02" West a distance of 724.48 feet to a point; thence continue North 00° 20' 02" West a distance of 1281.83 feet to a point; thence proceed South 89° 28' 07" East a distance of 68.02 feet to a point which is the Point of Beginning; thence proceed South 89° 28' 07" East a distance of 31.98 feet to a point; thence proceed South 00° 20' 08" East on a line parallel to the western boundary of donors property a distance of 1280.90 feet to a point; thence proceed North 89° 51' 12" East a distance of 31.98 feet to a point common to the Southwest corner of donors property; thence proceed North 00° 20' 08" West along the Western boundary of donors property a distance of 1280.90 feet to the Point of Beginning.

TO HAVE AND TO HOLD the same unto the said Norris Living Trust and Susan Cummings wife of/and David Martin Norris, their successors and assigns forever, without any warranty whatsoever, of any nature or description, even for return of the Purchase Price, but with substitution and subrogation in and to all rights and actions of warranty which the Parish may have against all preceding owners and vendors whomsoever.

The undersigned acknowledge and agree that this Quitclaim Deed entered into as a result of the failure of the condition contained in that certain Donation and Dedication of Immovable Property for Public Street, dated May 15, 2002 by and between the Norris Living Trust, Susan Cummings wife of/and David Norris and the Parish, which Donation and Dedication of Immovable Property for Public Street is filed as Instrument No. 1303928 with the Clerk of Court for the Parish of St. Tammany, State of Louisiana. Therein, it provided that the donation of the aforementioned property by the Trust and Norris were conditioned upon the Parish constructing a public street on either or both of the properties within four (4) years of the date of said Donation and Dedication. The Parish has failed to fulfill this condition and thus executes this Quitclaim Deed in order to properly re-vest the Trust and Norris with ownership of said property.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

THUS DONE and signed in the Parish of St. Tammany, State of Louisiana, in the presence of the undersigned competent witnesses, who have hereunto signed their names together with said Appears and me, Notary, on the ____ day of _____, 2008.

WITNESSES:

THE PARISH OF ST. TAMMANY

By: _____
Kevin Davis, President

Notary No.: _____

THUS DONE and signed in the Parish of St. Tammany, State of Louisiana, in the presence of the undersigned competent witnesses, who have hereunto signed their names together with said Appears and me, Notary, on the ____ day of _____, 2008.

WITNESSES:

NORRIS LIVING TRUST

By: _____
Floyd V. Norris, Trustee

By: _____
Betty Jean Norris, Trustee

Paul J. Mayronne, Notary Public
LA Bar No. 25788

THUS DONE and signed in the Parish of St. Tammany, State of Louisiana, in the presence of the undersigned competent witnesses, who have hereunto signed their names together with said Appears and me, Notary, on the ____ day of _____, 2008.

WITNESSES:

By: _____
Susan Cummings Norris