

ST. TAMMANY PARISH COUNCIL

ORDINANCE

ORDINANCE CALENDAR NO. 3859

ORDINANCE COUNCIL SERIES NO. \_\_\_\_\_

COUNCIL SPONSOR: MR. HAMAUEI

PROVIDED BY: COUNCIL OFFICE

INTRODUCED BY MR. STEFANCIK SECONDED BY: MR. CANULETTE

ON THE 5<sup>TH</sup> DAY OF JUNE 2008

ORDINANCE TO AUTHORIZE THE PARISH OF ST. TAMMANY, THROUGH THE OFFICE OF THE PARISH PRESIDENT, TO PURCHASE, EXPROPRIATE OR OTHERWISE ACQUIRE PARCEL E-2, SECTION 48, TOWNSHIP 8 SOUTH, RANGE 12 EAST, ST TAMMANY PARISH, LOUISIANA, WARD 4, DISTRICT 7.

WHEREAS, the Parish of St. Tammany desires to acquire Parcel E-2, Section 48, Township 8 South, Range 12 East, Town of Lacombe, Louisiana from Steve M. Lorio Sr., and

WHEREAS, there is a need and purpose to acquire the Property in order to improve drainage in the area; and

WHEREAS, the Parish of St. Tammany hereby desires to purchase the property, as per law, and authorizes the Office of the Parish President to do whatever is necessary to enter into negotiations to purchase said property, as per law, in the best interests of the Parish; and

WHEREAS, the purchase of this property is necessary and critical for the safety, health and welfare of the public; and

WHEREAS, the property is described as, Parcel E-2, Section 48, Township 8 South, Range 12 East, St. Tammany Parish, Louisiana. A copy of the sale of property from Lacombe Properties to Steve M. Lorio Sr. is attached as Exhibit "A."

THE PARISH OF ST. TAMMANY HEREBY ORDAINS to authorize the Office of the Parish President to negotiate the purchase of said property belonging to Steve M. Lorio, Sr. (referred to herein above as "Property") for drainage purposes, which is necessary and critical for the safety, health and welfare of the public.

That pursuant to all applicable provisions of law, the Office of the Parish President is directed and authorized to do whatever is necessary to acquire said Property.

That the Office of the Parish President is authorized and instructed to proceed accordingly in a timely and orderly matter.

That the Office of the Parish President is authorized to exercise its discretion in acquiring this property, together with all agreements and all transactions necessary to carry out the intent of this Ordinance.

That the combined purchase price and closing costs shall not exceed FORTY-FIVE THOUSAND AND NO/100 DOLLARS (\$45,000.00).

EFFECTIVE DATE: This Ordinance shall become effective immediately upon final adoption.

MOVED FOR ADOPTION BY: \_\_\_\_\_, SECONDED BY: \_\_\_\_\_

WHEREUPON THIS ORDINANCE WAS SUBMITTED TO A VOTE AND RESULTED IN THE FOLLOWING:

YEAS:

NAYS:

ABSTAIN:

ABSENT:

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

\_\_\_\_\_  
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 @ \_\_\_\_\_

501081

# Sale of Property

from

LACOMBE PROPERTIES

to

STEVE M. LORIO SR.  
ET UX

# United States of America

State of Louisiana

Parish of St. Tammany

Be it known that on this 30th day of the month of December, in the year of our Lord one thousand nine hundred and eighty two;

Before me, Ernest Prieto, a notary public, duly commissioned and sworn, in and for the Parish of St. Tammany, State of Louisiana, residing in said parish, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

LACOMBE PROPERTIES, a Louisiana partnership comprised of R. H. Creager, Inc. and David B. Mc Donald Corporation, both domiciled in Jefferson Parish, Louisiana, the said partnership herein represented by R. H. Creager, President of R. H. Creager, Inc. and by David B. Mc Donald, President of David B. Mc Donald Corporation, the said corporations permanent mailing address being 2419 Delaware Avenue, Kenner, Louisiana 70062;

who declares that it 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 it has or may have against all preceding owners and vendors, unto

ETHEL ROYAL, wife of and STEVE M. LORIO, SR., both of lawful age, and residents of and domiciled in the Parish of St. Charles, State of Louisiana, who declare unto me, Notary, that they have each been married but once, and then to the other; that they are presently living and residing together, their permanent mailing address being Post Office Box 29, Hahnville, Louisiana 70057;

ST. TAMMANY PARISH  
STATE OF LOUISIANA  
LUCY M. HARRIS, JR.  
CLERK OF COURT  
FILED FOR RECORD  
JAN 3 3 13 PM '82  
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1684  
MOB 908  
BY CLERK OF COURT

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

THAT CERTAIN PIECE OR PARCEL OF GROUND, together with all buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances thereunto belonging or in anywise appertaining, situated in Section 48, Township 8 South, Range 12 East, St. Tammany Parish, Louisiana, as shown on a plat by Tideland Engineering and Development Corporation, dated December 8, 1982, being Plat number 82-62A which is hereto attached, and more fully described, to-wit:

Commencing at the corner common to Sections 22, 23, and 48, Township 8 South, Range 12 East, St. Tammany Parish, Louisiana, Go North 71 degrees 30 minutes West 940.15 feet; Thence go North 70 degrees 48 minutes 30 seconds West 30.57 feet; Thence South 24 degrees 31 minutes 30 seconds West 1060.24 feet to an iron and the point of beginning;

Thence South 24 degrees 31 minutes 30 seconds West 200.00 feet, Thence North 65 degrees 28 minutes 30 seconds West 423.3 feet, Thence North 10 degrees 14 minutes 40 seconds West 243.47 feet, Thence South 65 degrees 28 minutes 30 seconds East 562.15 feet to the point of beginning, containing 2.26 acres.

Being a portion of the same property acquired by Lacombe Properties from Turfitt-Bennett-Wirth Corporation by Act dated August 15, 1979, registered in C.O.B. 939, folio 380 of the Official Records of St. Tammany Parish, Louisiana.

THIS SALE IS SUBJECT TO THE FOLLOWING:

1. A mineral reservation of an undivided 1/2 interest by Turfitt-Bennett-Wirth Corporation in its deed to Lacombe Properties dated, August 15, 1979 as recorded in COB 939, folio 380. The vendors reserve unto themselves the remaining undivided 1/2 interest of all oil, gas, and other minerals, including sulphur in and under the herein above described land, said vendors agreeing, however, that no drilling or exploration shall be conducted on, nor any surface installations placed on, the surface of the above described property, but this land may be developed by directional drilling, or in inclusion in a drilling or producing unit.
2. Vendees take cognizance of and have been furnished a copy of restrictive covenants executed this date by vendors, and agree to abide by same.

To have and to hold the above described property unto the said purchaser S thei theirs and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of --THIRTEEN THOUSAND THREE HUNDRED NINETY SIX AND NO/100 (\$13,396.00) DOLLARS in part payment and deduction whereof the said purchasers have well and truly paid, in ready and current money, the sum of -----TWO THOUSAND SIXTEEN AND NO/100 (\$2,016.00) DOLLARS -----

to the said vendor S, who hereby acknowledge the receipt thereof and grant full acquittance and discharge therefor.

And for the balance of said purchase price, to-wit: The sum of ELEVEN THOUSAND THREE HUNDRED EIGHTY AND NO/100 (\$11,380.00) DOLLARS

the said purchaser S ha VE furnished ONE promissory note , each for the sum of ELEVEN THOUSAND THREE HUNDRED EIGHTY AND NO/100 (\$11,380.00) DOLLARS

dated of even date herewith and payable to the order of "OURSELVES" and by them signed and endorsed, and payable in sixty (60) monthly installments; the first 59 installments being in the amount of \$125.32 each, attributable first to interest and then to principal; the 60th and final installment being in the amount of \$10,459.87, plus interest from date of last payment; the first installment being due and payable on the 30th day of January , 1983, and continuing on the 30th day of each month thereafter until paid in full; the mortgagors have the right to prepay the entire balance at anytime without penalty of interest;

which said note stipulate S to bear interest at the rate of 12% per centum per annum from date until paid, and after having been paraphed "Ne Varietur" by me, Notary, to be herewith identified, delivered to the aforesaid vendor , who hereby acknowledge the receipt thereof.

The purchaser S hereby bind themselves to keep the buildings on the above described property constantly insured against the risk of loss by fire, windstorm, and tornado, and to transfer such insurance to the present vendor or any other holder or holders of the above described note up to the full amount thereof; said purchaser S hereby authorizing said vendor, or any future holder or holders of above described note to cause said insurance to be effected on their default at a premium not exceeding that then currently in effect.

And in case it should become necessary to place said note in the hands of an attorney at law for collection, by suit or otherwise, the said purchaser S hereby bind and obligate themselves to pay the fees of the said attorney who may be employed for that purpose, which fees are hereby fixed at 25% per centum on the amount sued for or otherwise due.

And now, in order to secure the full and punctual payment of the said note at maturity, together with all interest, costs, attorney's fees, premiums of insurance, etc., special mortgage and vendor's lien and privilege are hereby retained and granted in favor of said vendor and of all future holder or holders of said note on the property herein conveyed, which the said purchaser S bind themselves not to sell, alienate, deteriorate, or otherwise encumber to the prejudice of this act.

And here the said purchasers declare that they do , by these presents, consent, agree, and stipulate that in the event of said promissory note , or any ONE installment thereof, not being paid punctually when due, all of said note , or all remaining installments, shall at once become due and exigible, and it shall be lawful for, and purchaser S do hereby authorize, the said vendor or any other holder or holders of said note , to cause all and singular the said hereinbefore described and herein conveyed and mortgaged property to be seized and sold (after due process of law), without appraisalment, to the highest bidder, payable cash; the said purchaser hereby confessing judgment in favor of said vendor, or any future holder or holders of said note.

All state and parish taxes up to and including the taxes due and exigible in the year 19 81 are paid as per attached tax research certificates; 1982 taxes are to be paid by vendors in bulk assessment.

~~The certificate of mortgage required by Article 3364 of the Revised Civil Code of the State of Louisiana, and the certificate of conveyance, are hereto attached, in the name of the vendors and show a \$340,000.00 mortgage in favor of R. H. Creager dated August 15, 1979 and recorded in MOB 752, folio 748, which is to be partially released in conjunction with this sale.~~

The certificate of mortgage required by Article 3364 of the Revised Civil Code of the State of Louisiana, and the certificate of conveyance, are hereto attached, in the name of the vendors and show a \$340,000.00 mortgage in favor of R. H. Creager dated August 15, 1979 and recorded in MOB 752, folio 748, which is to be partially released in conjunction with this sale.

THUS DONE AND PASSED in my office at Mandeville, Louisiana, on the day, month, and year herein first above written, in the presence of Iris Royal and Isabel Creager, competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after reading of the whole.

WITNESSES:

Iris Royal  
Iris Royal  
Isabel Creager  
Isabel Creager

LACOMBE PROPERTIES

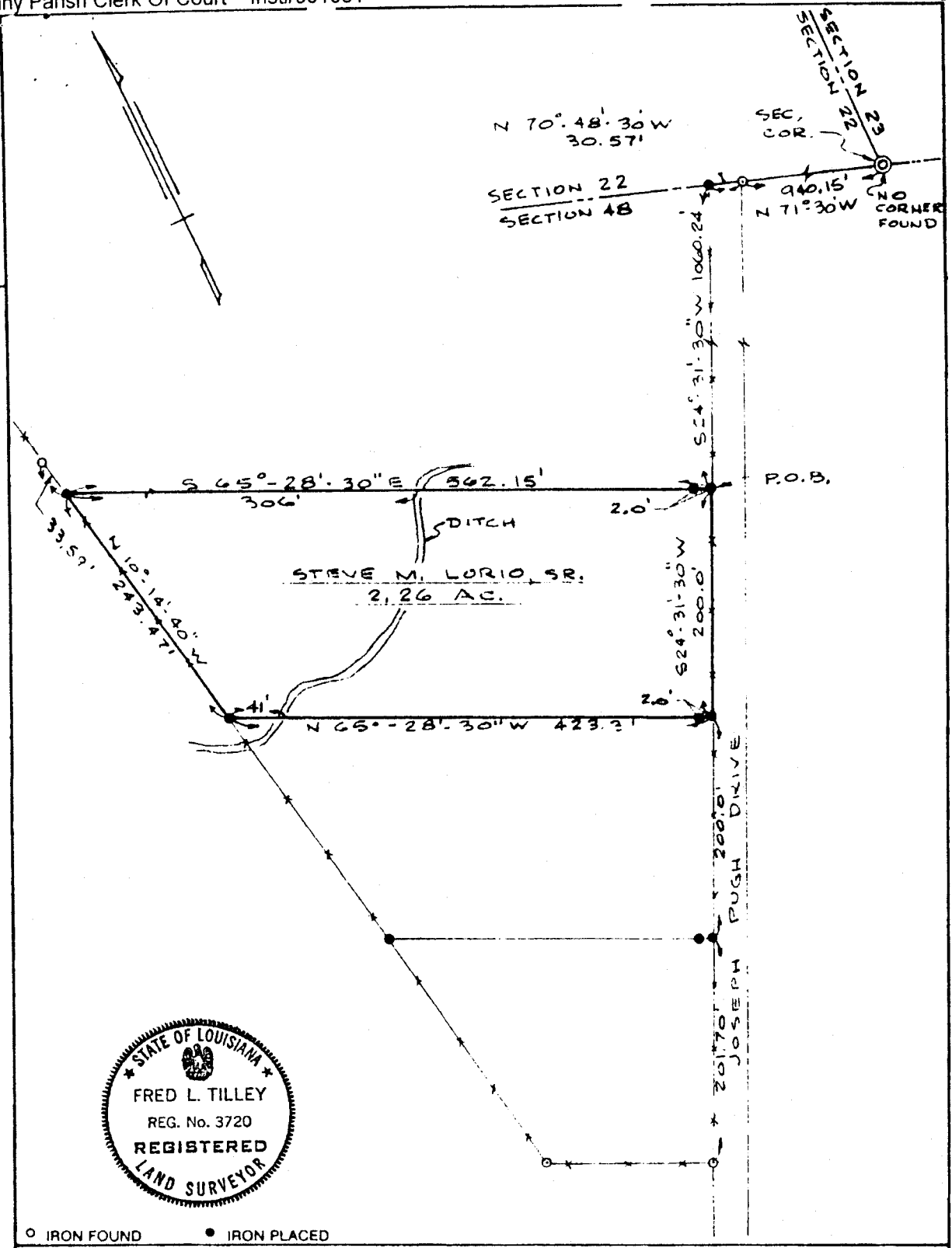
By: R. H. Creager  
R. H. Creager, Inc.  
R. H. Creager, President

By: David B. Mc Donald  
David B. Mc Donald Corporation  
David B. Mc Donald, President

Ethel Royal Lorio  
Ethel Royal Lorio

Steve M Lorio Sr.  
Steve M. Lorio, Sr.

Ernest Prieto  
Ernest Prieto - Notary Public



○ IRON FOUND      ● IRON PLACED

**Tidelands Engineering and Development Corporation**

MAP PREPARED FOR: **MR. STEVE M, LORIO, SR.**

SHOWING A SURVEY OF A PARCEL OF LAND LOCATED IN SECTION 4B,  
TOWNSHIP 8 SOUTH, RANGE 12 EAST, ST. TAMMANY  
PARISH, LOUISIANA

THIS MAP IS IN ACCORDANCE WITH A PHYSICAL SURVEY MADE ON THE GROUND UNDER THE SUPERVISION OF THE UNDERSIGNED

CERTIFIED CORRECT.

*Fred L. Tilley*  
REGISTERED LAND SURVEYOR      MANDEVILLE, LOUISIANA

SCALE: 1" = 100'      DATE: DEC. 8, 1982      NUMBER: 82-62A

BPT-MING 40-21-32512

DESCRIPTIONSteve M. Lorio, Sr.

A parcel of land located in Section 48, Township 8 South, Range 12 East, St. Tammany Parish, Louisiana, and more fully described as follows:

Commencing at the corner common to Sections 22, 23, & 48, Township 8 South, Range 12 East, St. Tammany Parish, Louisiana,

Go North 71 degrees 30 minutes West 940.15 feet to an iron,

Thence North 70 degrees 48 minutes 30 seconds West 30.57 feet to an iron,

Thence South 24 degrees 31 minutes 30 seconds West 1060.24 feet to an iron and the point of beginning;

Thence South 24 degrees 31 minutes 30 seconds West 200.0 feet to an iron,

Thence North 65 degrees 28 minutes 30 seconds West 423.3 feet to an iron,

Thence North 10 degrees 14 minutes 40 seconds West 243.47 feet to an iron,

Thence South 65 degrees 28 minutes 30 seconds East 562.15 feet to the point of beginning, containing 2.26 Acres.

BRUNING 40-21 32512

82-62A

**Tidelands Engineering and Development Corporation**

MANDVILLE

LOUISIANA



We have checked the mortgage and conveyance records of St. Tammany Parish, State of Louisiana, in the name hereinafter set forth and the following described property, and find no uncanceled mortgages, sales or further alienations.

- 1) Lacombe Properties
- 2) R. H. Creager, Inc.
- 3) David B. McDonald Corporation

SEE EXHIBIT "A" FOR PROPERTY DESCRIPTION

EXCEPT:

A. CONVEYANCE RECORDS:

1. Reference is made to a mineral reservation of  $\frac{1}{2}$  interest by Turfitt-Bennett-Wirth Corporation in its deed to Lacombe Properties, dated August 15, 1979 and recorded in COB 939 fo.380.

2. A partnership agreement by and between R. H. Creager, Inc. and David B. McDonald Corporation dated August 15, 1979 and recorded in COB 940 fo. 261.

3. A mineral lease granted by Lacombe Properties in favor of WPM Exploration, Inc. dated December 14, 1979 and recorded in COB 970 fo. 58.

4. Assignment of 20% of above shown mineral lease to MIC Petroleum, Inc., dated December 18, 1980 and recorded in COB 1047, fo. 251.

B. MORTGAGE RECORDS:

1. A mortgage granted by Lacombe Properties and David B. McDonald Corporation in favor of R.H. Creager, in the amount of \$340,000.00 represented by one promissory note dated August, 15 1979, payable to R.H. Creager on or before five (5) years from dated thereof with 10% p.a. interest, recorded in MOB 752 fo. 748.

MORTGAGE AND CONVEYANCE RECORDS CHECKED THROUGH: December 22, 1982.

OZONE ABSTRACTING CO., INC.

BY: Therese H. Maggio  
Therese H. Maggio

December 29, 1982

THAT CERTAIN PIECE OR PARCEL OF GROUND, together with all buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances thereunto belonging or in anywise appertaining, situated in Section 48, Township 8 South, Range 12 East, St. Tammany Parish, Louisiana, as shown on a plat by Tidelands Engineering and Development Corporation, dated December 8, 1982, being Plat number 82-62A which is hereto attached, and more fully described, to-wit:

Commencing at the corner common to Sections 22, 23, and 48, Township 8 South, Range 12 East, St. Tammany Parish, Louisiana, Go North 71 degrees 30 minutes West 940.15 feet; Thence go North 70 degrees 48 minutes 30 seconds West 30.57 feet; Thence South 24 degrees 31 minutes 30 seconds West 1060.24 feet to an iron and the point of beginning;

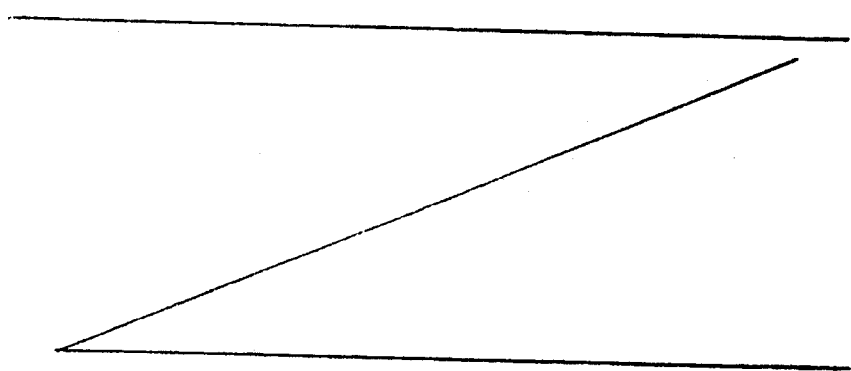
Thence South 24 degrees 31 minutes 30 seconds West 200.00 feet, Thence North 65 degrees 28 minutes 30 seconds West 423.3 feet, Thence North 10 degrees 14 minutes 40 seconds West 243.47 feet, Thence South 65 degrees 28 minutes 30 seconds East 562.15 feet to the point of beginning, containing 2.26 acres.

THAT CERTAIN PIECE OR PARCEL OF GROUND, together with all buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances thereunto belonging or in anywise appertaining, situated in Section 48, Township 8 South, Range 12 East, St. Tammany Parish, Louisiana, as shown on a plat by Tidelands Engineering and Development Corporation, dated December 27, 1982, being Plat number 82-62C which is hereto attached, and more fully described, to-wit:

Commencing at the corner common to Sections 22, 23, and 48, Township 8 South, Range 12 East, St. Tammany Parish, Louisiana, Go North 71 degrees 30 minutes West 940.15 feet; thence go North 70 degrees 48 minutes 30 seconds West 30.57 feet; Thence South 24 degrees 31 minutes 30 seconds West 860.24 feet to an iron and the point of beginning;

Thence South 24 degrees 31 minutes 30 seconds West 200.0 feet Thence North 65 degrees 28 minutes 30 seconds West 562.15 feet Thence North 56 degrees 51 minutes 00 seconds East 236.68 feet Thence South 65 degrees 28 minutes 30 seconds East 435.60 feet to the point of beginning, containing 2.29 acres.

Being a portion of the same property acquired by Lacombe Properties from Turfitt-Bennett-Wirth Corporation by act dated August 15, 1979, registered in C.O.B. 939, folio 380 of the Official Records of St. Tammany Parish, Louisiana.

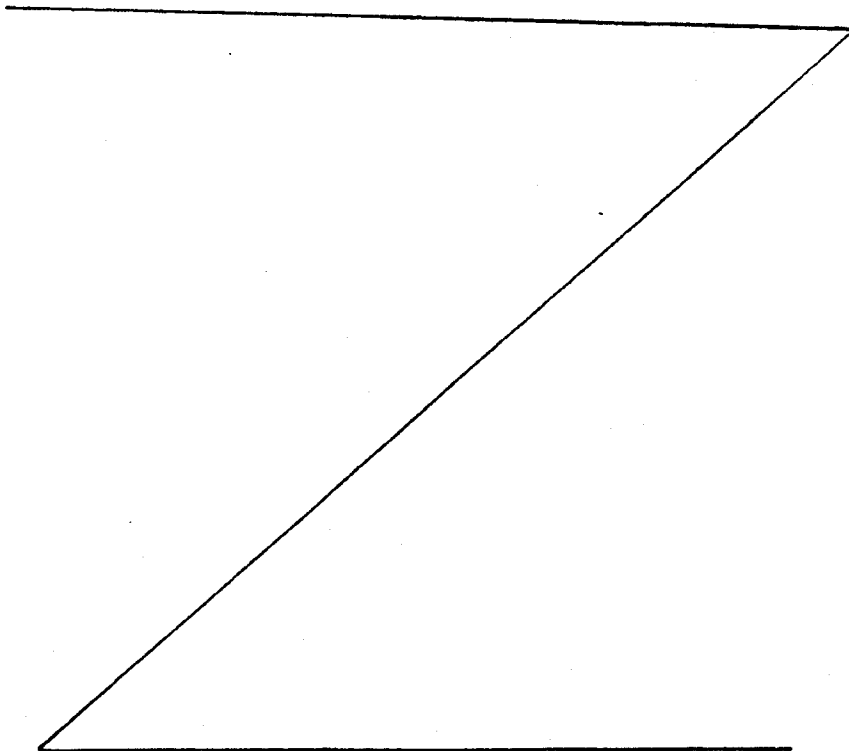


THAT CERTAIN PIECE OR PARCEL OF GROUND, together with all buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances thereunto belonging or in anywise appertaining, situated in Section 48, Township 8 South, Range 12 East, St. Tammany Parish, Louisiana, as shown on a plat by Tidelands Engineering and Development Corporation, dated December 8, 1982, being Plat number 82-62B which is hereto attached, and more fully described, to-wit:

Commencing at the corner common to Sections 22, 23, and 48, Township 8 South, Range 12 East, St. Tammany Parish, Louisiana, Go North 71 degrees 30 minutes West 940.15 feet; thence go North 70 degrees 48 minutes 30 seconds West 30.57 feet; thence South 24 degrees 31 minutes 30 seconds West 1260.24 feet to an iron and the point of beginning;

Thence South 24 degrees 31 minutes 30 seconds West 200.0 feet, Thence North 65 degrees 28 minutes 30 seconds West 284.45 feet, Thence North 10 degrees 14 minutes 40 seconds West 243.47 feet, Thence South 65 degrees 28 minutes 30 seconds East 423.3 feet to the point of beginning, containing 1.62 acres.

Being a portion of the same property acquired by Lacombe Properties from Turfitt-Bennett-Wirth Corporation by Act dated August 15, 1979, registered in C.O.B. 939, folio 380 of the Official Records of St. Tammany Parish, Louisiana.



OZONE ABSTRACTING CO. INC.

RE: Tax Research Certificate

This certificate is furnished based upon our examination of the Tax Rolls for the past three years of Pat J. Canulette, Sheriff and Ex officio Tax Collector for St. Tammany Parish, Louisiana.

Date of Certificate Dec. 16, 1987 Ward 4-R

PROPERTY DESCRIPTION: 97.3 acs. more or less being 52.65 acs and 44.430 acs. in Sec. 48-8-12.

YEAR	ASSESSMENT NUMBER	ASSESSED IN THE NAME OF:
1981	<u>12L00536</u>	<u>LACOMBE PROPERTIES</u>
1980	<u>"</u>	<u>"</u>
1979	<u>12T09150</u>	<u>TURFITT BENNETT WIRTH CORP</u>
19__	<u>"</u>	<u>"</u>
19__	<u>"</u>	<u>"</u>

STATE AND PARISH TAXES FOR THE YEARS:

1979 1980 1981 have been paid  
 19\_\_ 19\_\_ 19\_\_ have not been paid  
 19\_\_ 19\_\_ 19\_\_ have been paid by virtue of Homestead exemption.

12L00536  
 1982 Assessed Valuation \$ 1560.00  
 Total to be paid \$ 100.79  
 Special Tax 1.95  
 Mailing charge .30  
 \$ 103.04

1981 Assessed Valuation \$990  
 Total Paid.....\$9.  
 Total Exempt.....\$--  
 TOTAL DUE.....\$--

REQUESTED BY:  
E. Prieto

OZONE ABSTRACTING CO., INC.  
 BY: Theresa H. Maggio