

ST. TAMMANY PARISH COUNCIL

ORDINANCE

ORDINANCE CALENDAR NO. 4041 ORDINANCE COUNCIL SERIES NO. \_\_\_\_\_

COUNCIL SPONSOR BINDER/DAVIS PROVIDED BY: PRESIDENT/LEGAL

INTRODUCED BY: MR. BURKHALTER SECONDED BY: MR. ARTIGUE

ON THE 2ND DAY OF APRIL, 2009

ORDINANCE TO AUTHORIZE THE PARISH OF ST. TAMMANY, THROUGH THE OFFICE OF THE PARISH PRESIDENT, TO EXECUTE ACT OF NULLITY OF THE ADJUDICATED PROPERTY SALE TO DALLAS WILSON OF MAY 8, 2008, AND REFUND THE PURCHASE PRICE.

WHEREAS, on May 8, 2008 the Parish of St. Tammany sold to Mr. Dallas Wilson Lots 13 and 16 in the Town of Slidell (referred to as the "Subject Property") which, upon information and belief had been adjudicated to the Parish by tax sale. See as Attachment A "Non-Warranty Cash Sale Deed" containing a description of the Subject Property; and

WHEREAS, it has been discovered that the adjudication to the Parish via tax sale was of no effect due to an incorrect property tax assessment and that the Parish did not obtain ownership of the subject property; and

WHEREAS, the tax sale to the Parish of the Subject Property has been cancelled and the Parish seeks to annul the sale of the property to Mr. Wilson and refund the purchase price to Mr. Wilson; and

WHEREAS, attached is a Cancellation Certificate wherein the adjudication of the Subject Property has been cancelled by the Sheriff and Ex-Officio Tax Collector, Rodney J. Strain, Jr., Attachment "B"; and

WHEREAS, due to the error in the adjudication, the Non-Warranty Cash Sale Deed is an absolute nullity and an Act of Nullity needs to be executed.

THE PARISH OF ST. TAMMANY HEREBY ORDAINS: that the sale of Lots 13 and 16 in the Town of Slidell to Mr. Dallas Wilson is hereby annulled and that the Parish President is authorized to execute an Act of Nullity;

IT IS FURTHER ORDAINED, That the Purchase price of Five Thousand and no/100 Dollars (\$5,000.00) be returned to Mr. Wilson.

REPEAL: All ordinances or parts of Ordinances in conflict herewith are hereby repealed.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

ORDINANCE CALENDAR NUMBER: 4041

ORDINANCE CALENDAR SERIES NO. \_\_\_\_\_

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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 \_\_\_\_\_ 2009; AND BECOMES ORDINANCE  
COUNCIL SERIES NO. \_\_\_\_\_.

\_\_\_\_\_  
JERRY BINDER, COUNCIL CHAIRMAN

ATTEST:

\_\_\_\_\_  
THERESA FORD, COUNCIL CLERK

\_\_\_\_\_  
KEVIN DAVIS, PARISH PRESIDENT

Published introduction: MARCH 26, 2009

Published adoption on: \_\_\_\_\_, 2009

Delivered to Parish President: \_\_\_\_\_, 2009 @ \_\_\_\_\_

Returned to Council Clerk: \_\_\_\_\_, 2009 @ \_\_\_\_\_

**NON-WARRANTY CASH SALE DEED**

STATE OF LOUISIANA  
PARISH OF ST. TAMMANY

St. Tammany Parish 1941  
Instrmnt #: 1682448  
Registry #: 1832395 JFJ  
5/20/2008 8:45:00 AM  
MB CB X MI UCC

BE IT KNOWN, on the dates herein written before the undersigned Notaries Public, duly commissioned and qualified in their respective parishes, personally came and appeared:

**THE PARISH OF ST. TAMMANY**, a political subdivision of the State of Louisiana, represented herein by Kevin Davis, Parish President, authorized by virtue of the attached Ordinance of the Parish Council of the Parish of St. Tammany, hereinafter referred to as "Seller",

who declared that Seller does by these presents grant, bargain, sell, convey, transfer, set over and deliver, without any warranty of title whatsoever, either express or implied, even as to the return of the purchase price, but with full substitution and subrogation in and to all the rights and actions of warranty which Seller may have unto:

DALLAS R. WILSON, a person of the full age of majority and a resident of the Parish of St. Tammany, State of Louisiana.  
Mailing Address: 2610 Fifth Street, Slidell, Louisiana 70458-4109

hereinafter referred to as "Purchaser", all of Seller's right, title and interest in and to the property more fully described herein, together with all appurtenances thereunto belonging or in any way appertaining, and all buildings and improvements situated thereon, if any, hereinafter collectively referred to as the "Property", to wit:

ALL THAT CERTAIN PORTION OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the PARISH OF ST. TAMMANY, STATE OF LOUISIANA, lying and being situated in the Town of Slidell and being more fully described as being LOT NOS. 13 & 16 of that certain plot of ground situated in the Northwest quarter of the Northeast quarter of Section 15, Township 9 South, Range 14 East of St. Tammany Parish, Louisiana. Each of the above mentioned lots measure 60 feet by 120 feet making the two together measures 60 feet by 240 feet. The 60 foot measurement being north and south and the 240 foot being east and west.

to have and to hold the Property unto Purchaser and Purchaser's successors and assigns forever.

This sale is made and accepted for and in consideration of the sum of Five Thousand and 00/100 (\$5,000.00) Dollars cash, which Purchaser has well and truly paid to Seller, which hereby acknowledges the sufficiency and receipt thereof and grants full acquittance and discharge therefor.

PURCHASER WARRANTS AND ACKNOWLEDGES TO AND AGREES WITH SELLER THAT PURCHASER IS PURCHASING THE PROPERTY IN AN "AS IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF SELLER. PURCHASER ACKNOWLEDGES THAT SELLER HAS ACQUIRED THE PROPERTY BY MEANS OF ADJUDICATION FOR UNPAID AD VALOREM PROPERTY TAXES AND CONSEQUENTLY HAS NO DIRECT KNOWLEDGE CONCERNING THE PHYSICAL OR ECONOMIC

**CHARACTERISTICS OF THE PROPERTY. PURCHASER ACKNOWLEDGES THAT SELLER HAS MADE NO REPRESENTATIONS AS TO THE VALIDITY OF THE STATUTES AND ORDINANCE AUTHORIZING THIS SALE AND THAT SELLER HAS ADVISED PURCHASER TO SEEK LEGAL ADVISE BEFORE PROCEEDING WITH THIS SALE.**

Purchaser acknowledges that Purchaser has not relied, and is not relying, upon any information, document, sales brochures or other literature, maps or sketches projection, *pro forma* statement, representation, guarantee or warranty (whether express or implied, oral or written, or material or immaterial) that may have been given by or made by or on behalf of Seller.

Purchaser hereby acknowledges that it shall not be entitled to, and should not, rely on Seller or its agents as to (i) the quality, nature, adequacy or physical condition of the Property, including, but not limited to, the structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities or the electrical, mechanical, HVAC, plumbing, sewage or utility systems, facilities or appliances at the Property, if any; (ii) the quality, nature, adequacy or physical condition of soils or the existence of water at the Property; (iii) the existence, quality, nature, adequacy or physical condition of any utilities serving the Property; (iv) the development potential of the Property, its habitability, merchantability or fitness, suitability or adequacy of the Property for any particular purpose; (v) the zoning or other legal status of the Property; (vi) the Property's or its operations' compliance with any applicable codes, laws, regulations, statues, ordinances, covenants, conditions or restrictions of any governmental or quasi-governmental entity or of any other person or entity; (vii) the quality of any labor or materials relating in any way to the Property; (viii) the condition of title to the Property or the nature, status and extent of any right of way, lease, right of redemption, possession, lien, encumbrance, license, reservation, covenant, condition, restriction or any other matter affecting title to the Property; or (ix) the legal or tax consequences of this sale or its underlying transaction.

**PURCHASER ACKNOWLEDGES TO AND AGREES WITH SELLER THAT WITH RESPECT TO THE PROPERTY, SELLER HAS NOT, DOES NOT AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY.**


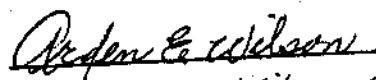
Purchaser acknowledges that Seller has not, does not and will not make any representation or warranty with regard to compliance with any environmental protection, pollution or land use laws, rules, regulations, orders or requirements, including, but not limited to those pertaining to the handling, generating, treating, storing or disposing of any hazardous waste or substance, as the terms "hazardous waste" or "hazardous substance" are defined by any federal, state or local law, rule, regulation or requirement.

Purchaser acknowledges that Purchaser has had and/or has been given an adequate opportunity to make such legal, factual and other inquiries and investigations as Purchaser deems necessary, desirable or appropriate with respect to the Property. Such inquiries and investigations of Purchaser shall be deemed to include, but shall not be limited to, any leases and contracts pertaining to the Property, the physical components of all portions of the Property, the condition of the Property, the existence of any wood destroying organisms on the Property, such state of facts as an accurate survey and inspection would show, the present and future zoning ordinances, resolutions and regulations of the city, parish and state where the Property is located and the value and marketability of the Property.

Without in any way limiting the generality of the foregoing, Purchaser specifically acknowledges and agrees that it hereby waives, releases and discharges any claim it has, might have had or may have against Seller with respect to the condition of the Property, either patent or latent, its ability or inability to obtain or maintain building permits, either temporary or final certificates of occupancy or other licenses for the use or operation of the Property, and/or certificates of compliance for the Property, the actual or potential income or profits to be derived from the Property, the real estate taxes or assessments now or hereafter payable thereon, the compliance with any federal, state or local environmental protection, pollution or land use laws, rules, regulations or requirements, and any other state of facts which exist with respect to the Property.

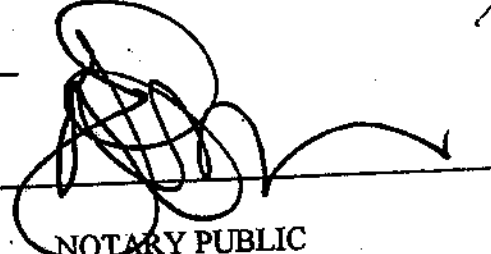
THUS DONE AND PASSED by Purchaser before me, Notary, and the undersigned  
competent witnesses on this 11<sup>th</sup> day of MAY, 2008, in Mandeville, Louisiana.

WITNESSES:

  
Elisabeth Carriere  
  
Arden E. Wilson

PURCHASER:

  
DALLAS R. WILSON

  
NOTARY PUBLIC  
LSBA

I CERTIFY THAT THIS  
IS A TRUE AND CORRECT  
COPY OF THE ORIGINAL.

  
NOTARY PUBLIC

**CANCELLATION CERTIFICATE  
RODNEY J. STRAIN, JR., SHERIFF  
AND EX-OFFICIO TAX COLLECTOR**

PARISH OF ST TAMMANY  
STATE OF LOUISIANA

ASSESSMENT NUMBER 1241053191

.....  
KNOW ALL MEN BY THESE PRESENTS, That I RODNEY J. STRAIN, JR.,  
Sheriff and Ex-Officio Tax Collector of the Parish of St. Tammany, State of Louisiana, did on  
the 7th day of JUNE, 1995 adjudicate for non-payment of state,  
parochial, and/or district taxes, in the name of JONES, PEARLIE tax debtor, the following  
described property, to-wit:

LOTS 13, 16 N.W. OF N.E. SEC 15 9 14 CB 923 785 CB 1457 66 INST NO 895707

WHEREAS EVIDENCE IS NOW ON FILE in this office indicating the said adjudication  
was erroneous.

THEREFORE, I HEREBY CANCEL said adjudication and authorize the Clerk of Court  
of St. Tammany Parish to cancel same upon the records of that office. Said adjudication having  
been recorded in the conveyance records of the Parish of St. Tammany on  
JUNE 29, 1995 in COB/INST NO 955396

SIGNED on this 19th day of SEPTEMBER, 2008,  
at Covington, Louisiana, in the presence of the two undersigned competent witnesses.

WITNESSES:

RODNEY J. STRAIN, JR.  
Sheriff & Ex-Officio Tax Collector  
By: Coed J. Weller  
Deputy Sheriff & Ex-Officio  
Tax Collector

Dy. King  
Dy. Sharon King

St. Tammany Parish 516  
Instrument #: 1699605  
Registry #: 1862834 LCM  
09/22/2008 9:12:00 AM  
MB CB Y MI UCC