

ST. TAMMANY PARISH COUNCIL

RESOLUTION

RESOLUTION COUNCIL SERIES NO. C-2719

COUNCIL SPONSOR MR. BURKHALTER PROVIDED BY COUNCIL OFFICE

RESOLUTION TO VACATE, IN PART, THE MORATORIUM ESTABLISHED BY ORDINANCE C.S. NO. 09-2027 ON ISSUANCE OF BUILDING PERMITS FOR CONSTRUCTION OR PLACEMENT OF BUILDING STRUCTURES ON PROPERTY WITHIN A PORTION OF BEVERLY HILLS AND KINGSPPOINT SUBDIVISIONS, TO RELEASE LOT 17-A, SQUARE 3. (WARD 8, DISTRICT 14)

WHEREAS, at the Council meeting of April 2, 2009, the St. Tammany Parish Council adopted Ordinance C.S. No. 09-2027, extending a six (6) month moratorium on the issuance of permits for construction or placement of building structures on property within portions of Beverly Hills and Kingspoint Subdivisions in Ward 8, District 14, which area is particularly described within said ordinance.

WHEREAS, the moratorium was created to protect and preserve the health, safety and property interests of residents from worsening conditions resulting from continued building construction activities in the area; and

WHEREAS, the owners of lot 17A will mitigate any adverse conditions noted on the subject property;

THE PARISH OF ST. TAMMANY HEREBY RESOLVES that the Parish Council vacates, in part, the moratorium established by Ordinance C.S. No. 09-2027, and any amendments and extensions thereof, on the issuance of permits for any construction activities on, or improvements to, undeveloped property within a portion of Beverly Hills and Kingspoint Subdivisions in Ward 8, District 14, to remove **LOT 17-A of SQUARE 3 OF BEVERLY HILLS SUBDIVISION, SECTION 13, TOWNSHIP 9S, RANGE 14E** from the restrictions established by the moratorium, said Lot 17-A being more particularly set forth in the attached survey prepared by J.V. Burkes & Associates, Inc. dated August 12, 2009.

BE IT FURTHER RESOLVED that the moratorium shall continue to be in full force and effect for the remainder of the area as established by Ordinance C.S. No. 09-2047.

THIS RESOLUTION HAVING BEEN SUBMITTED TO A VOTE, THE VOTE THEREON WAS AS FOLLOWS:

MOVED FOR ADOPTION BY: _____, SECONDED BY: _____

YEAS:

NAYS:

ABSTAIN:

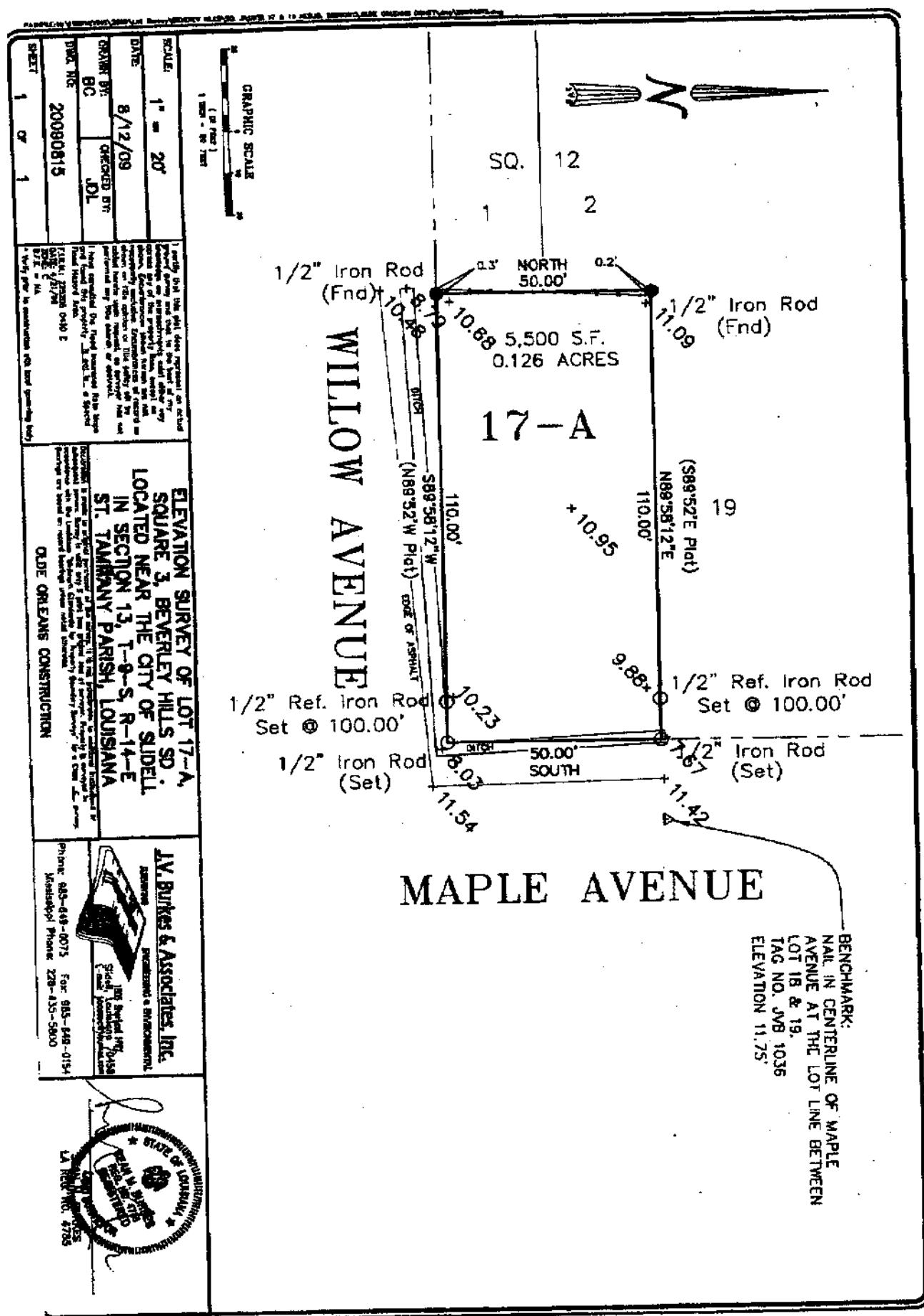
ABSENT:

THIS RESOLUTION WAS DECLARED ADOPTED ON THE _____ DAY OF _____ 2009 AT A REGULAR MEETING OF THE PARISH COUNCIL, A QUORUM OF THE MEMBERS BEING PRESENT AND VOTING.

JERRY BINDER, COUNCIL CHAIRMAN

ATTEST:

THERESA FORD, COUNCIL CLERK



Aug 25 09 05:04p

OLDE ORLEANS CO

985-649-2376

p.3

Mr. Ron Keller, Senior Planner
St. Tammany Parish Department of Planning
P.O. Box 626
Covington, LA 70434

RE: Request to resubdivide property in St. Tammany Parish

Dear Mr. Keller:

I John R Roles hereby petition the Parish of
Cynthia Loudenback Roles
St. Tammany to resubdivide my property as depicted on the attached survey plats in accordance
to the Parish laws governing the resubdivision of property. The reasons for the request are as
follows: To Build a new home for my
family on the two lots as the
two 25 foot lots alone would not be wide
enough.

Sincerely,

John Roles Cynthia Roles
Name

8/21/09
Date

57391 Cedar Avenue,
Address

Slidell, LA 70461
City, State Zip Code

985-781-1018

Phone No

KRISTINE WEICKS OR STEVEN WEICKS 268 BLUE CRANE RD SLIDELL, LA 70461		889 14-7881/2376 BKC102
Pay to the Order of <u>Clerk of Court</u>	<u>8/21/09</u> Date	\$ <u>15.00</u>
<u>Fifteen Dollar</u>		Dollars
THE NEW ORLEANS FORESTERS FEDERAL CREDIT UNION MEMBERS: LAFAYETTE, BOSSIERE, SLIDELL, LAKE CHARLES, METairie, LITTON, POCHOUPE, SPRINGVILLE, BOSSIERE, LAKE CHARLES		
For <u>Roles Resub</u>	<u>[Signature]</u>	

KRISTINE WEICKS OR STEVEN WEICKS 268 BLUE CRANE RD SLIDELL, LA 70461 (985) 649-2376	890 14-7881/2376 BKC102
--	-------------------------------

DONE AND PASSED by the parties at my office in Slidell, Louisiana on the hereinabove stated date and in the presence of me, Notary, and the undersigned competent witnesses who have signed in the presence of the parties and me, Notary.

WITNESSES:

Dianne Seal

Print Name: DIANNE SEAL

Joseph M. Sparceola Jr
JOSEPH M. SPARCEOLA JR.

James Grace

Print Name: JAMES GRACE

John P. Roles
JOHN P. ROLES

Carla D. Bennett
NOTARY PUBLIC



Mahony Title Services LLC (Slidell)
59101 Amber Street
Slidell, LA 70461
985-649-9809
OUR FILE #081378MDS

NOTE TO ALL PARTIES: This document also to be attached verbatim to Cash Sale.

Attached to and made a part of Agreement to Purchase or Sell dated 09-17-2007
by and between the undersigned parties, covering the following Lot 17 & 18 Square
3, Berwick, Hills, Mobile, AL 36606

EXHIBIT "A"
AS-IS ADDENDUM

Except for warranty of title as provided herein, Vendor hereby conveys to Purchaser all rights, title and interest of Vendor in and to the property and improvements, without any warranty or recourse whatsoever as to the fitness for a particular purpose, even for the return or reduction of the purchase price, but with full substitution and subrogation in and to all of the rights and actions of warranty which Vendor has or may have against all preceding owner or Vendors; It being understood that Purchaser takes the property and improvements "as is" and "where is", Purchaser hereby acknowledging reliance solely on its own inspection of the property and improvements and not on any warranties or representations from Vendor. In addition, Purchaser acknowledges that Vendor has made no representations or warranties with respect to the property and improvements (including, without limitation, the income to be derived therefrom or expenses to be incurred with respect thereto), or with respect to information or documents previously furnished to Purchaser. All implied warranties with respect to the property and particular purpose, are hereby disclaimed by Vendor and expressly waived by Vendor to assert in any controversy, claim, demand, or litigation arising from or in connection with the property and improvements, and Purchaser hereby waives any such right or cause of action, including, but without limitation: (a) those arising under LSA-c.c. Article 2315.3, Statewide order 29-B by Office of Conservation, Department of Natural Resources, State of Louisiana, the Louisiana Environmental Response, Amendments and Reauthorization Act of 1986, the Toxic Substance Control act and/or any other federal, state or regulation or involving hazardous, toxic or harmful substances or the environment. Without limiting the generality of the foregoing, Vendor does not warrant that the property and improvements are free from redhibitory or latent defects or vices. Purchaser hereby expressly waives all rights in Articles 2520, et seq. Purchaser hereby releases Vendor from any liability for redhibitory or latent defects or vices under Louisiana Civil Code Articles 2520 (1870) through and agreed upon after consideration of the waiver of warranty herein set forth.

Purchaser also hereby agrees if he/she files a lawsuit or claim against Vendor, Listing or Selling Agency, and parties are found not liable for such claim, Purchaser agrees to pay all Vendor or respective Agencies court costs, attorney fees & expert fees spent to defend such claim. In the event a claim is filed by Purchaser and later abandoned without final judgment, Purchaser agrees to pay all court costs, attorney's fees and expert fees of Vendor and Respective Agencies to the point of abandonment.

Purchaser further declares and acknowledges that purchaser has read these waiver provisions and that the foregoing waivers have been brought to the attention of Purchaser and explained in detail to Purchaser and that Purchaser has voluntarily and knowingly consented to the foregoing waivers.

PURCHASER: John Rales 1-12-08
DATE

SELLER: Joseph M. Sparrell, Jr. 1-12-08
DATE

PURCHASER: _____
DATE

SELLER: Dorian Sparrell _____
DATE

As-is Clause.doc (8/1/07)

TOTAL P.0


JOSEPH M. SPARCELLA JR.


JOHN P. ROLES

NOTE: SALE "AS IS" WITHOUT WARRANTIES: SELLER and BUYER hereby acknowledge and recognize that the Property being sold and purchased is to be transferred in "as is" condition and further BUYER does hereby waive, relieve and release SELLER from any claims or causes of action for redhibition pursuant to Louisiana Civil Code Article 2520, *et seq.* and Article 2541, *et seq.* or for reduction of Sales Price pursuant to Louisiana Civil Code Article 2541, *et seq.* Additionally, BUYER acknowledges that this sale is made without warranty of fitness for ordinary or particular use pursuant to Louisiana Civil Code Article 2524. SELLER and BUYER acknowledge that they have read the above and sought their own legal counsel and they hereby release and relieve Mahony Title Services, L.L.C. and/or Notary Public from any and all liability in connection therewith.

SELLER(S):

PURCHASER(S):


JOSEPH M. SPARCELLA JR.


JOHN P. ROLES

THIS SALE IS SUBJECT TO THE FOLLOWING:

1. Any restrictions, covenants, easements, rights of way, servitudes, setback lines, mineral rights recorded in the official records of the Parish of St Tammany and restrictions recorded on plan of subdivision and in COB 634/246 and in chain of title, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Any encroachments, overlaps, easements, rights of way, servitudes and all matters which might appear on a current survey of the property.

MINERAL RIGHTS: If SELLER owns any mineral rights, they are to be conveyed without warranty.

Mortgage and Conveyance Certificates are waived by the parties hereto, who hereby exonerate me, Notary, from any and all liability on account of non-production of same.

The parties acknowledge that no survey has been done in connection with this sale and hereby release and relieve me, Notary, from any and all liability in connection with any.

All taxes assessed against the property herein conveyed have been paid as per the parish tax records. Taxes for the year 2009 are pro-rated and will be paid by purchaser when due.

All agreements and stipulations herein, and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties, and the BUYER, his heirs and assigns shall have and hold the described property in full ownership forever.

**CASH SALE
STATE OF LOUISIANA**

St. Tammany Parish 1913
Instrument #: 1666500
Registry #: 1804887 JFJ
02/01/2008 8:43:00 AM
MB CB X MI UCC

On 28th day of January, 2008, before me, Notary Public for the above state and residing therein, and in the presence of the subscribing witnesses, personally appeared:

JOSEPH M. SPARCELLA, JR. (SSN: *-**-4338)**, a person of the full age of majority, resident of and domiciled in the Parish of St. John the Baptist, State of Louisiana, who declared unto me, Notary, that he has been married but once and then unto Dianne Carle Sparcella with whom he is presently living and residing.

Mailing Address: 433 BELLE CHASE DRIVE, LAPLACE, LA 70068

herein called SELLER, who declared that for the price and sum of SIXTEEN THOUSAND AND 00/100 DOLLARS (\$16,000.00) cash, receipt of which is acknowledged, SELLER hereby sells and delivers with full warranty of title and subrogation to all rights and actions of warranty SELLER may have, unto:

JOHN P. ROLES A/K/A JOHN PATRICK ROLES (SSN: *-**-0016)**, a person of the full age of majority, resident of and domiciled in the Parish of St. Tammany, State of Louisiana, who declared unto me, Notary, that he has been married twice, first to Denna Debeneditto from whom he was divorced and second to Cynthia Loudenback Roles with whom he is presently living and residing.

Mailing Address: 57391 CEDAR AVENUE, SLIDELL, LA 70461

herein called BUYER, resident(s) of and domiciled in State of Louisiana, here present and accepting, purchasing for themselves, their heirs and assigns, the following described property, the possession and delivery of which BUYER acknowledges:

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Beverly Hills Subdivision, which is a subdivision in Section 13, T9S, R14E, 8th Ward, St. Tammany Parish Louisiana, which subdivision has been duly accepted and approved by the Parish of St. Tammany and which lot or parcel of land is more fully described as being LOTS 17 & 18 of Square 3 of said subdivision.

FOR INFORMATIONAL PURPOSES ONLY:

Being the same or a portion of the same property acquired by vendor herein by act dated August 18, 1998 and registered at COB #1113837 further on August 24, 1998 at #1113329 of the official records of the Clerk of Court in the Parish of St. Tammany, Louisiana.

Taxes were prorated to the date of the Act of Sale based on the only information available at the time of closing. Buyer is responsible for obtaining and paying tax bill for current year. Any further prorations are to be settled between the Buyer(s) and Seller(s) and they hereby release and relieve Mahony Title Services, L.L.C. and/or Notary Public from any and all liability in connection therewith.

In accordance with Louisiana Law tax bill for current year will be the responsibility of JOHN P. ROLES, 57391 CEDAR AVENUE, SLIDELL, LOUISIANA 70461.

SELLER(S):

PURCHASER(S):