

ST. TAMMANY PARISH COUNCIL

RESOLUTION

RESOLUTION COUNCIL SERIES NO: C-6045

COUNCIL SPONSOR: COUNCILMAN SMITH PROVIDED BY: COUNCIL OFFICE

RESOLUTION TO VACATE, IN PART, THE SIX (6) MONTH MORATORIUM ESTABLISHED BY ORDINANCE C.S. 15-3392 AND ANY SUBSEQUENT EXTENSIONS THEREOF, ON THE RECEIPT OF SUBMISSIONS BY THE PARISH ZONING AND PLANNING COMMISSIONS FOR THE REZONING OR RE-SUBDIVISION OF PROPERTY AND/OR ON THE ISSUANCE OF PERMITS FOR CONSTRUCTION OR PLACEMENT OF ANY BUILDING STRUCTURES ON PROPERTY SOUTH OF INTERSTATE 12, NORTH OF HIGHWAY 190, WEST OF HIGHWAY 11, AND EAST OF THE PRECINCT S19 BOUNDARY LINE WITHIN UNINCORPORATED BOUNDARIES OF WARD 9, DISTRICT 14.

WHEREAS, on September 6, 2018, the Parish Council adopted Ordinance C.S. No. 18-3943 extending a six (6) month moratorium on the receipt of submissions by the Parish Zoning and Planning Commissions for the rezoning or re-subdivision of property and/or on the issuance of permits for construction or placement of any building structures on property South of interstate 12, North of highway 190, West of highway 11, and East of the precinct S19 boundary line within unincorporated boundaries of Ward 9, District 14 to protect and preserve the health, safety and property interests of residents from the adverse effect of traffic and flooding hazards resulting from intensification of development within the certain portion of Ward 9, District 14; and

Whereas, during Comprehensive rezoning of St. Tammany Parish the Slidell Community Baptist Church, located 60059 Highway 11, Slidell, LA was zoned A-4 (Single Family Residential District) which is a non compatible zoning classification for the church; and

Whereas, the Slidell Community Church is now requesting a rezoning to NC-4 (Neighborhood Institutional District) which allows for Churches, Temples, Synagogues, and Mosque to bring the Church into zoning compliance; and

Whereas, it has been determined that the requested change would not contribute to the adverse effects of traffic and flooding hazards.

THE PARISH OF ST. TAMMANY HEREBY RESOLVES that pursuant to Chapter 2, Article XVI, Sec. 2-264 of the Code of Ordinances, the Parish Council vacates, in part, the moratorium established by Ordinance C.S. 18-3943, and any subsequent extension thereof, to remove therefrom the restriction on the receipt of submissions by the Parish zoning and planning commissions for the rezoning or re-subdivision of property and/or on th issuance of permits for construction or placement of building structures on property South of interstate 12, North of highway 190, West of highway 11, and East of the precinct S19 boundary line within unincorporated boundaries of Ward 9, District 14 for a certain parcel of land situated in Section 34, Township 8 South, Range 14 East, St. Tammany Parish, Louisiana, with a physical address of 60059 Highway 11, Slidell, Louisiana containing 0.55 acres of land, more or less.

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 3 DAY OF JANUARY , 2019, AT A REGULAR MEETING OF THE PARISH COUNCIL, A QUORUM OF THE MEMBERS BEING PRESENT AND VOTING.

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MICHAEL R. LORINO, COUNCIL CHAIRMAN

ATTEST:

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THERESA L. FORD, COUNCIL CLERK

United States of America

STATE OF LOUISIANA — PARISH OF ST. TAMMANY

BE IT KNOWN, that on this 29th day of August 1995, BEFORE ME, a Notary Public, duly commissioned and qualified, in and for the above named Parish and State, therein residing, and in the presence of the undersigned competent witnesses, PERSONALLY CAME AND APPEARED:

JEAN C. FISCHER, wife of and DAVID J. FISCHER, of the full age of majority, residents of and domiciled in the Parish of St. Tammany, State of Louisiana, who declared unto me, Notary, that they have each been married but once and then unto each other. Their present mailing address is 174 West Pinewood Drive, Slidell, Louisiana 70458

who declare that they 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 action of warranty which they have or may have against all preceding owners and vendors, unto

SLIDELL BAPTIST COMMUNITY CHURCH, a Louisiana corporation, represented hereby by it's duly authorized officers as shown on the attached resolution.

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

ALL THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, with all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, being more fully described as follows, to-wit:

A CERTAIN PARCEL OF LAND situated in Section 34, Township 8 South, Range 14 East, St. Tammany Parish, Louisiana, being more fully described as follows:

From the Quarter corner between Section 34, Township 8 South, Range 14 East, and Section 3, Township 9 South, Range 14 East, go South 89 degrees, 45 minutes East 634.0 feet to a point; thence North 208.9 feet to a point; thence South 89 degrees 45 minutes East 880.5 feet to a point in the westerly right of way line of U.S. Highway 11; thence along said right of way line North 18 degrees 42 minutes East a distance of 306.4 feet to an iron and the point of beginning.

Thence continue North 18 degrees 42 minutes East, 181.0 feet to an iron; thence North 89 degrees 54 minutes West 165.75 feet to an iron; thence South 18 degrees 53 minutes West 124.0 feet to an iron; thence South 69 degrees 45 minutes East 157.75 feet to the point of beginning.

Containing in all 0.55 acres of land, more or less. Said property delineated on survey of Albert A. Lovell, C.E., dated January 4, 1984 bearing Job No. 97119,

The sale herein is subject to all provisions on Attachment A and Attachment B.

DT. REG # 610,214
Inst # 963803
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08/31/1995 08:30:00AM Pds
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To have and to hold the above described property unto the said purchaser, heirs and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of Fifty Thousand and 00/100 (\$50,000.00) Dollars

in part payment of which and deduction whereof the said purchaser has well and truly paid, in ready and current money the sum of One thousand and 00/100 (\$1,000.00) Dollars

to the said vendor who hereby acknowledges the receipt thereof and grant full acquittance and discharge therefor.

And for the balance of said purchase price, to wit: The sum of Forty-nine thousand and 00/100 (\$49,000.00)

the said purchaser has furnished promissory note dated at Slidell, Louisiana this August 29, 1995 and payable to Jean C. Fischer, wife of and David J. Fischer in monthly installments of \$594.51, commencing on October 1, 1995, with a total of 120 payments

which said note stipulate to bear interest at the rate of 8 per cent per annum from date until paid and after having been paraphed "Ne Varietur" by me, Notary, to be herewith identified and delivered to the said vendor who hereby acknowledges the receipt thereof.

And to further secure the full, prompt and punctual payment of said note together with interest accrued or to accrue thereon, together with costs and legal charges, the said mortgagor do hereby specially waive all homestead rights and exemptions guaranteed by the constitution of this State, in favor of the holder or future holder or holders of the aforementioned note

The purchaser hereby binds itself to keep the buildings on the above described property insured against the risk of loss by fire, 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 of such note. Said purchaser hereby authorizing said vendor, or any other holder or holders of the above described note to cause said insurance to be affected upon purchaser's default at the existing premium rate in effect at the time of the default.

And in case it should become necessary to place said note in the hands of an attorney for collection by suit or otherwise, the said purchaser hereby binds and obligate itself to pay the fees of the attorney at law employed for that purpose, which fees are hereby fixed at fifteen per cent on the amount sued for.

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

And here the said purchaser declare that it does ~~xxx~~ by these presents, consent, agree and stipulate that in the event any installment due be not punctually paid, all of said notes shall at once become due and exigible, it shall be lawful for and it does ~~do~~ hereby authorize the said vendor or any other holder or holders thereof, 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 Slidell Community Baptist Church hereby confessing judgment in favor of said vendor, or any future holder or holders of said note.

The certificate of mortgage and conveyance required by Article 3364 of the Revised Civil Code of this State are hereby waived.

THIS DONE AND PASSED in my office at Slidell, St. Tammany Parish, Louisiana, on the day, month and year herein first above written, in the presence of Messieurs Patricia S. Barrere and Linda R. Montreuil

competent witnesses who hereunto sign their names with the said appearers and me, Notary, after reading of the whole.

WITNESSES:

Patricia S. Barrere  
Patricia S. Barrere

Linda R. Montreuil

ROBERT L. HENDERSON, JR.  
NOTARY PUBLIC

Jean C. Fischer  
JEAN C. FISCHER

David J. Fischer  
DAVID J. FISCHER  
SLIDELL COMMUNITY BAPTIST CHURCH  
by: Michael Harrigan

Michael Harrigan  
MICHAEL HARRIGAN  
Stewart J. Mayeaux  
by: STEWART J. MAYEAUX

CREDIT DEED

FROM

TO

STATE OF LOUISIANA }  
Parish of St. Tammany }

I hereby certify that the within and foregoing Act of Sale, with Mortgage Lien and Vendor's Privilege, was filed:

For Record \_\_\_\_\_ 19\_\_

Recorded \_\_\_\_\_ 19\_\_

In Book \_\_\_\_\_ of Conveyance

Page No. \_\_\_\_\_ of Mortgages

and in Book \_\_\_\_\_ of Mortgages

Page No. \_\_\_\_\_ of the Records of the Parish of St. Tammany, State of Louisiana.

Clerk of District Court and Ex-Officio Recorder