

ST. TAMMANY PARISH COUNCIL

RESOLUTION

RESOLUTION COUNCIL SERIES NO: C-6391

COUNCIL SPONSOR: LORINO/COOPER

PROVIDED BY: PLANNING DEVELOPMENT

RESOLUTION TO **CONCUR/NOT CONCUR** WITH THE TOWN OF PEARL RIVER AND THE REZONING OF (4.75) ACRES OF LAND MORE OR LESS, FROM PARISH A-4 (SINGLE FAMILY) TO TOWN B-2 (HIGHWAY BUSINESS). PROPERTY IS LOCATED AT OF 39189 WEST PORTER RIVER ROAD IDENTIFIED AS FOUR AND THREE-QUARTERS ACRES OF LAND, TOGETHER WITH ALL BUILDINGS AND IMPROVEMENTS THEREON, SITUATED IN SECTION 42, T. 8 S., R. 14 E., ST. TAMMANY PARISH, LOUISIANA, WARD 8, DISTRICT 9.

WHEREAS, The Town of Pearl River is contemplating annexation of 4.75 acres, more or less, owned by by Dixie Lucille Moray Fogg, Dennis William Moray, Timothy Moray, Roxanne Moray, Rachel Audrey Moray Cutrer, and George Malcolm Moray, IV. Situated in 42, T. 8 S., R. 14 E., St. Tammany Parish, Louisiana, Ward 2, District 3. (See attachments for complete description) (The "Property", and as fully described e below.

From the N.W. corner of said Section 42 go S. 39 deg. 50 minutes East 1785.0 feet to the intersection of the West line of said Section 42 with the South side of Porters River Road; thence go N. 25 deg. 15 min. West 42.2 feet to point "A" which is the point of beginning:

Thence go N. 80 deg. E. 578.8 feet along the north side of Porters River Road; Thence go North 352.5 feet; Thence go S. 78 deg. W. 497.5 feet; Thence go S. 77 deg. 15 min. W. 171.6 feet to a point on the East line of Pearl River Road; Thence go South 15 deg. 05 minutes E. 320.0 feet to the point of beginning.

WHEREAS the property, upon annexation will be zoned from Parish A-4 (Single Family) to Town B-2 (Highway Business), a change which is an intensification of zoning and

WHEREAS the property is partially developed and the proposed annexation would result in a split of the sales tax proceeds, as per Article 4.6 of the 2013 Growth Management, Annexation, And Revenue Sharing Agreement Between St. Tammany Parish Government, Sales Tax District No. 3, And The Town Of Pearl River (the "Agreement") states that:

The Parties acknowledge that the goal and purpose, articulated in Article 1.0103 of the Unified Development Code for St. Tammany Parish, are intended to guide and accomplish the coordinated, adjusted, and harmonious development of the Parish. If Pearl River annexes immovable property and enacts a zoning classification for that immovable property which permits more intense commercial or industrial land use than the zoning classification adopted for the property by the Parish prior to the annexation, then Sales Tax proceeds generated by Developed Commercial Property in the annexed area may be remitted solely to the Parish. If the Parish objects to the zoning classification that permits more intense commercial or industrial land use, as outlined in Section 6.5, the Parish may, at its sole discretion, choose to retain one hundred percent (100%) of the Sales Tax proceeds generated by Developed Commercial Property in the annexed area.

WHEREAS THE PARISH OF ST TAMMANY HEREBY RESOLVES TO **concur/not concur** (circle one) with the Town of Pearl River annexation and rezoning of property from Parish A-4 (Single Family) to Town B-2 (Highway Business), in accordance with the Sales Tax Enhancement Plan.

BE IT FURTHER RESOLVED that should this property located in a critical drainage area be annexed, the St. Tammany Parish Council requires that the Town of Pearl review of development proposals utilizing the applicable Drainage Model and compliance with Parish Drainage Regulations;

BE IT FURTHER RESOLVED that should this property be annexed, the St. Tammany Parish Council requires that the Town of Pearl River provide water and sewer services to the Property;

BE IT FURTHER RESOLVED that that should the Property be annexed, the St. Tammany Parish Engineer will cooperate with the Town of Pearl River in the review of development proposals utilizing the applicable Parish or Town Traffic Impact Regulations, whichever is more restrictive and in compliance with the provisions of the Agreement;

BE IT FURTHER RESOLVED Pursuant to the dictates and intent of La. R.S. 33:172(A)(1)(e), upon application of Pearl River, the Parish may concur with the change in zoning, and if agreed to, the annexed immovable property shall be subject to this Agreement in regard to the division of Sales Tax proceeds. (Please refer to Section 4.6 of this Agreement as to the manner in which STD#3 proceeds shall be divided if the Parish does not concur and the annexed immovable property is not subject to this agreement). Any request by Pearl River for a zoning classification that permits more intense commercial or industrial land use than the zoning classification adopted for the property by the Parish prior to the annexation shall be sent to the Parish's designee by certified mail, return receipt requested. If the Parish does not respond to the request within sixty (60) days of receipt of the request, it shall be deemed approved by the Parish. This shall not apply to immovable property that is surrounded at least ninety percent (90%) by Pearl River.

BE IT FURTHER RESOLVED that the Property to be annexed in regards to Road and Drainage Infrastructure, there is no provision in the Agreement regarding responsibility for road and drainage infrastructure in Area One. However, La. Rev. Stat. 33:224 states that when property abutting a road is annexed without annexing the road, the parish and the municipality shall share in the cost of maintenance.

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 7 DAY OF JANUARY, 2021, AT A REGULAR MEETING OF THE PARISH COUNCIL, A QUORUM OF THE MEMBERS BEING PRESENT AND VOTING.

MICHAEL R. LORINO, JR. , COUNCIL CHAIRMAN

ATTEST:

KATRINA L. BUCKLEY, COUNCIL CLERK



TOWN OF PEARL RIVER

39460 Willis Alley ~ Town Hall

P.O. Box 1270

Pearl River, Louisiana 70452

Phone (985) 863-5800

FAX (985) 863-2586

townhall@townofpearlriver.net

JOE LEE
BRIDGETT BENNETT
ANGELA GALLOWAY
KATHRYN WALSH
Aldermen

CLARENCE "David" McQUEEN
Mayor

DAVID McGREGOR
Mayor Pro Tempore

CHERYL SCHULTHEIS
Town Clerk

TIMOTHY MATHISON
Town Attorney

MATHIEU E. DAIGLE
Town Magistrate
Assistant Town Attorney

BRENDA WICHTERICH
Deputy Clerk/Court Clerk

St. Tammany Parish Government
Michael B. Cooper, Parish President
P.O. Box 628
Covington, LA 70434

Via Certified Mail Return Receipt Requested
#70182290000224047556

Re: Intent To Annex Property

Dear President Cooper,

This Notice of Intent to Annex Property is being provided pursuant to Section 5.2 of the Growth Management, Annexation, and Revenue Sharing Agreement Between St. Tammany Parish Government, Sales Tax District No. 3, and the Town of Pearl River (hereinafter "Agreement").

Please be advised that the Town of Pearl River intends to annex the following property:

ALL THAT CERTAIN TRACT OR PORTION OF LAND, together with all the buildings and improvements thereon, all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, being situated in Section 42, Township 8 South, Range 14 East, St. Tammany Parish, Louisiana, to-wit:

From the Northwest corner of Section 42, Township 8 South, Range 14 East, go South 39 degrees 50 minutes East 1785.0 feet; thence North 25 degrees 15 minutes

July 22, 2020

RECEIVED
St. Tammany
Parish President

JUL 27 2020

AN EQUAL OPPORTUNITY EMPLOYER

West 42.2 feet; thence North 80 degrees East 183.0 feet to the POINT OF BEGINNING.

From the POINT OF BEGINNING continue North 80 degrees East 197.9 feet; thence go North 8 degrees 13 minutes West 338.63 feet; thence go South 78 degrees West 248.75 feet; thence go South 16 degrees 57 minutes East 322.22 feet; back to the POINT OF BEGINNING.

The above-described property bears the address of 39189 West Porter River Road, Pearl River, Louisiana, 70452. The Property is located in the area specified as Area One in the Agreement. Pursuant to Section 6.5 of the Agreement, we are requesting Parish concurrence in a zoning change from Parish A-4 single family to Town B-2 highway business.

Should you require anything further please contact the undersigned.

Thank you.

A handwritten signature in blue ink, appearing to read 'Tim Mathison', with a long horizontal stroke extending to the right.






Tim Mathison
Town Attorney

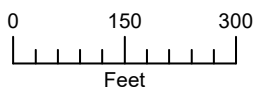


**Pearl River Annexation
PR2020-02**



St. Tammany Parish Government
P.O. Box 628
Covington, LA 70434

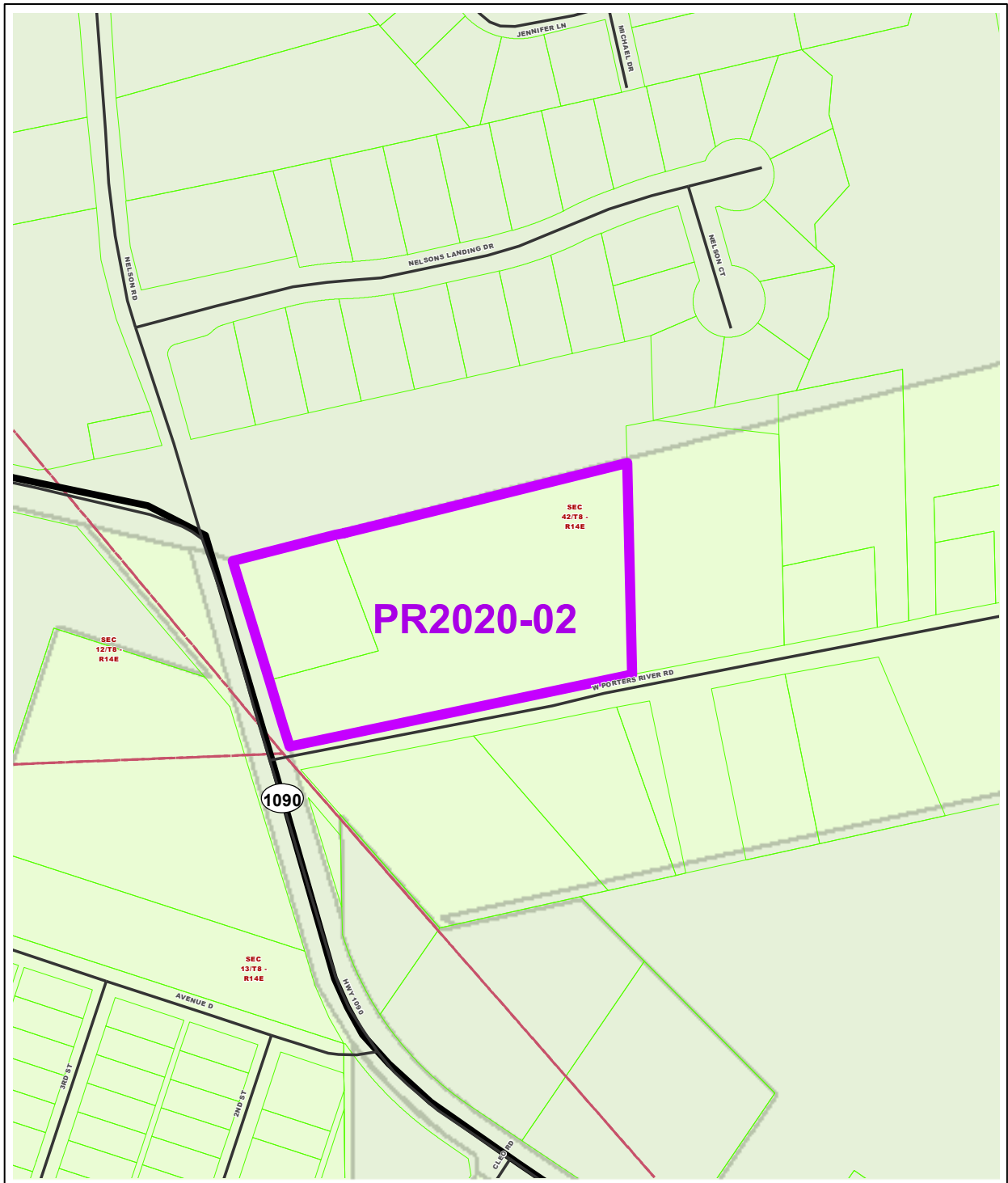
-  Rivers
-  Roads
-  Major Roads
-  S/T/R
-  Assessor Parcels



This map was produced by the GIS Division of the Department of Technology of St. Tammany Parish. It is for planning purposes only. It is not a legally recorded plan, survey, official tax map or engineering schematic, and it is not intended to be used as such. Map layers were created from different sources at different scales, and the actual or relative geographic position of any feature is only as accurate as the source information. Copyright (c) 2019. St. Tammany Parish, La. All rights Reserved.

Map : 2020-gkn-25

Date: 12/08/2020

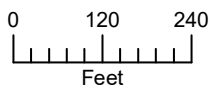


Pearl River Annexation PR2020-02



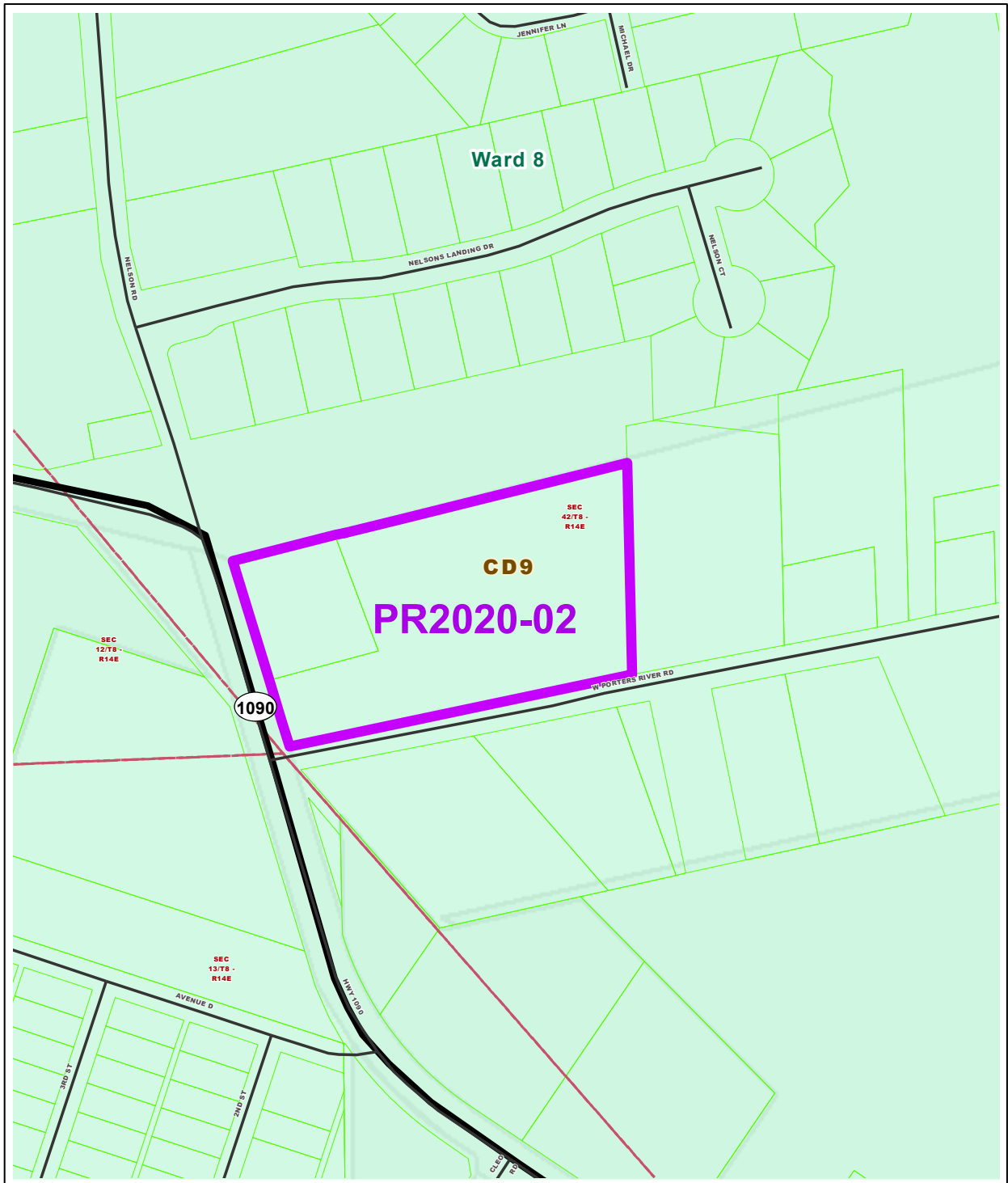
St. Tammany Parish Government
P.O. Box 628
Covington, LA 70434

- Rivers
- Roads
- Major Roads
- Assessor Parcels
- PR2020-02



This map was produced by the GIS Section of the Department of Technology of St. Tammany Parish. It is for planning purposes only. It is not a legally recorded plan, survey, official tax map or engineering schematic, and it is not intended to be used as such. Map layers were created from different sources at different scales, and the actual or relative geographic position of any feature is only as accurate as the source information. Copyright (c) 2020. St. Tammany Parish, Louisiana. All rights Reserved.

Map ID: 2020-gkn-25 Date: 12/08/2020

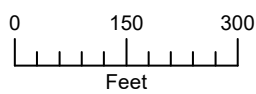


Pearl River Annexation PR2020-02



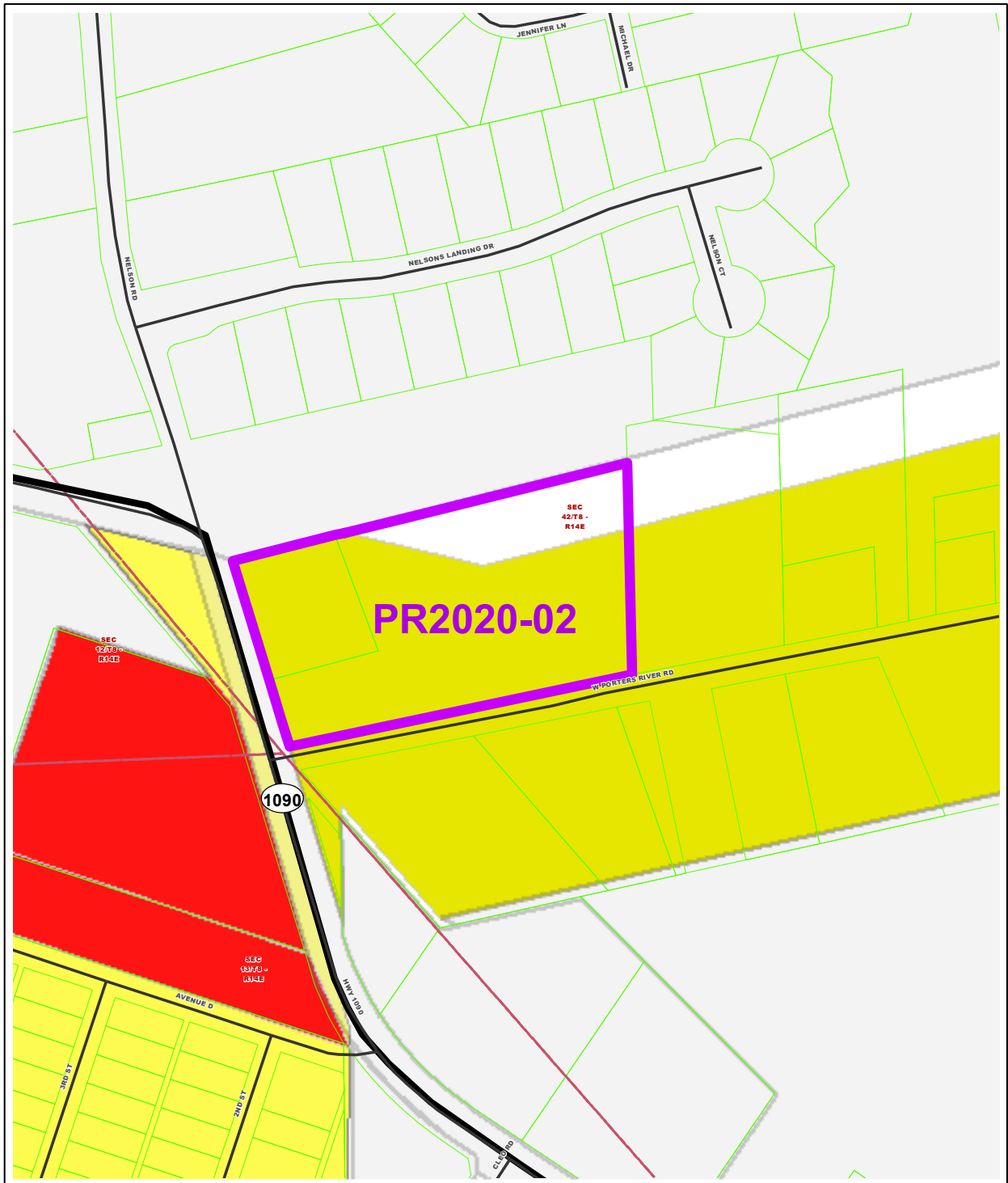
St. Tammany Parish Government
P.O. Box 628
Covington, LA 70434

- Roads
- Major Roads
- Rivers
- S/T/R
- Wards
- Council Districts
- Assessor Parcels



This map was produced by the GIS Division of the Department of Technology of St. Tammany Parish. It is for planning purposes only. It is not a legally recorded plan, survey, official tax map or engineering schematic, and it is not intended to be used as such. Map layers were created from different sources at different scales, and the actual or relative geographic position of any feature is only as accurate as the source information. Copyright (c) 2020. St. Tammany Parish, La. All rights Reserved.

Map ID: 2020-gkn-25 Date: 12/08/2020



St. Tammany Parish Government
 P.O. Box 628
 Covington, LA 70434

- Rivers
- Roads
- Major Roads
- S/T/R
- Assessor Parcels



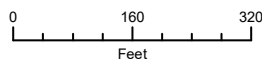
Map ID: 2020-gkn-25 Date: 12/08/2020

This map was produced by the GIS Division of the Department of Technology of St. Tammany Parish. It is for planning purposes only. It is not a legally recorded plan, survey, official tax map or engineering schematic and it is not intended to be used as such.

Map layers were created from different sources at different scales and the actual or relative geographic position of any feature is only as accurate as the source information. Copyright (c) 2020. St. Tammany Parish, Louisiana. All rights Reserved.

Pearl River Annexation PR2020-02

- | | | |
|---------------------------------|--|--|
| E-1 Estate | NC-5 Retail and Service | MD-2 Medical Clinical |
| E-2 Estate | NC-6 Public, Cultural and Recreational | MD-3 Medical Facility |
| E-3 Estate | PBC-1 Planned Business Campus | MD-4 Medical Research |
| E-4 Estate | PBC-2 Planned Business Campus | PF-1 Public Facilities |
| A-1 Suburban | HC-1 Highway Commercial | PF-2 Public Facilities |
| A-1A Suburban | HC-2 Highway Commercial | CB-1 Community Based Facilities |
| A-2 Suburban | HC-2A Highway Commercial | ED-1 Primary Education |
| A-3 Suburban | HC-3 Highway Commercial | ED-2 Higher Education |
| A-4 Single Family Residential | HC-4 Highway Commercial | AT-1 Animal Training/Housing |
| A-4A Single Family Residential | HC-5 Highway Commercial | RBG Riverboat Gaming District |
| A-5 Two Family Residential | I-1 Industrial | PUD Planned Unit Development |
| A-6 Multiple Family Residential | I-2 Industrial | AAO Abita Airport Overlay |
| A-7 Multiple Family Residential | I-3 Heavy Industrial | MHO Manufactured Housing Overlay |
| A-8 Multiple Family Residential | I-4 Heavy Industrial | RO Rural Overlay |
| NC-1 Professional Office | Advanced Manufacturing & Logistics | TND-1 Traditional Neighborhood Development |
| NC-2 Indoor Retail Service | SWM-1 Solid Waste Management | TND-2 Traditional Neighborhood Development |
| NC-3 Lodging | SWM-2 Solid Waste Management | EO Entertainment Overlay |
| NC-4 Neighborhood Institutional | MD-1 Medical Residential | RBCO Regional Business Center Overlay |



SUCCESSION

NO. *2013-30177* DIV. "A"

OF

22ND JUDICIAL DISTRICT COURT

GEORGE MALCOLM MORAY, JR.

PARISH OF ST. TAMMANY

STATE OF LOUISIANA

FILED: *March 5, 2013*

Claudia V. Austin
DEPUTY CLERK

JUDGMENT OF POSSESSION

Considering the Petition for Possession and the record of this proceeding, satisfactory proof having been submitted to the Court that the Petition for Possession, Affidavit of Jurisdiction and Relationship, and Sworn Detailed Descriptive List have been fully filed herein by the heirs, that there are no inheritance taxes due to the Louisiana Department of Revenue, and that there is no necessity for an administration of this succession, the law and the evidence entitling petitioner to the relief prayed for and for the reasons this day orally assigned:

IT IS ORDERED ADJUDGED AND DECREED THAT:

1. The confirmation and qualification of a succession representative and an administration of this succession is and the same is hereby dispensed with;
2. Recognizing VIRGINIA WALCUTT MORAY as the surviving spouse of the decedent, and, as such, entitled to the ownership and sent into possession of all the property belonging to the community of acquets and gains, which formally existed between she and the decedent, and in addition, the usufruct over the other one-half for the rest of her life or until remarriage;
3. DIXIE LUCILLE MORAY FOGG, DENNIS WILLIAM MORAY, SR., TIMOTHY MORAY, ROXANNE MORAY, RACHEL AUDREY MORAY CUTRER, and GEORGE MALCOLM MORAY ^{III} (represented herein by GEORGE MALCOLM MORAY IV) as the sole and only children of the decedent, and as such, entitled to one-half of the community property of the decedent, with their mother, subject to usufruct in their mother in the proportion of an undivided one-sixth interest each.

St. Tammany Parish 2294
Instrmnt #: 1892072
Registry #: 2212909 ddr
03/12/2013 9:19:00 AM
MB CB X MI UCC

303

4. All the property of the decedent is described as follows, to-wit:

A.

An undivided one-half interest in the following:

Parcel One:

FIRST: A certain tract or parcel of land, together with all the buildings and improvements thereon, situated in the Parish of St. Tammany, State of Louisiana, in Section 42, Township 8 South, Range 14 East, more particularly described as follows:

Commencing at the point of intersection of the east side of Pearl River Road with the north side of Porters River Road; thence north 80 degrees east along the north side of Porters River Road a distance of 596.5 feet to a point; thence north 352.5 feet to a point; thence south 78 degrees west 497.5 feet to a point; thence south 19 degrees 5 minutes east 206 feet to a point; thence south 76 degrees 30 minutes west 206.8 feet to a point on the east side of Pearl River Road; thence south 17 degrees 35 minutes east along the east side of Pearl River Road a distance of 112 feet to the point of beginning and containing four acres; the whole as shown on map of property of A.M. Barnes, Jr., and L.W. Borhauer made by L.P. Harrison dated March 29, 1947.

SECOND: A certain lot or portion of land together with all the buildings and improvements thereon and containing one acre situated in St. Tammany Parish, Louisiana, Section 42, Township 8 South, Range 14 East more fully described as follows:

From the NW corner of said Section 42 T 8 S R 14 E go south 39 degrees 50 minutes east 1785 feet to the intersection of west line of Section 42 with south side of Porters River Road as described in deed recorded in COB 148, folio 27; thence go north 25 degrees 15 minutes west 159.0 feet to a point on the east side of the Pearl River road which is the point of beginning.

Thence go north 17 degrees 35 minutes west 207.9 feet along said public road; thence go north 77 degrees 15 minutes east 200 feet; thence go south 19 degrees 05 minutes east a distance of 206.0 feet; thence go south 76 degrees 30 minutes west 206.0 feet to the point of beginning. Being the same property known as Green Gables and under fence.

Being the property acquired November 28, 1958, by vendor herein from Slidell Savings and Homestead Association by act before L.V. Cooley, Jr., St. Tammany Parish Notary Public and which act has been forwarded to the Clerk's office in Covington, Louisiana, for recordation.

Parcel Two:

Two certain lots or parcel of land together with all the buildings and improvements thereon lying and being situated in Section 37, Township 8 South, Range 15 East, Eighth Ward, St. Tammany Parish, Louisiana marked "A" and "B" on plat of survey by J. V. Burkes, C. E. Survey No. 6504, dated January 8, 1969, and which said lots are more fully described as follows:

Said Lot "A" described as going from the second mile post on the line between Ranges 14 East and 15 East due North a distance of 776.76 feet; thence North 78 degrees 403.0 feet to the Southwest corner of said Lot "A" which is the point of beginning;

Thence North 12 degrees West 280.0 feet to the South edge of Porter's River Road; thence along said road North 78 degrees East 150.9 feet; thence South 12 degrees East 280.0 feet; thence South 78 degrees West 150.9 feet to the point of departure.

Said Lot "B" is described as going from second mile post line between Ranges 14E and 15E due North a distance of 776.76 feet; thence North 78 degrees East 553.9 feet to the Southwest corner of said Lot "B" which is the point of beginning;

Thence North 12 degrees West 115.4 feet; thence North 78 degrees East 150.7 feet to the westerly edge of a public road; thence along said road South 12 degrees East 115.4 feet; thence South 78 degrees West 150.7 feet to the point of departure.

Being a portion of the same property acquired by the vendor herein from Edgar Joseph Sconza by act of sale dated June 6, 1966, before Martin A. Smith, St. Tammany Parish Notary Public, recorded in COB 424, folio 329 of the official records of St. Tammany Parish, Louisiana.

Parcel Three:

A certain portion of ground, with all buildings and improvements thereon, lying and being situated in the Sharplin Claim or Section 37, T. 8 S. R. 15 E. 8th Ward, St. Tammany Parish, Louisiana, more fully described as follows:

Lot "X" measures .57 of an acre and which lies with points "A", "B", "C", "D", and "A", as set out in a survey made by H. L. Eustis & Sons, which Lot "X" forms the northeast corner of Mrs. Eugene C. Matthews' property, and which Lot "X" measures 150.7 feet along the southerly edge of the Porter River Public Road, between points "A" and "D", and 164.6 feet along the Public Road between points "A" and "B", and 150.7 feet on the rear line, which runs parallel to the Porter River Public Road between points "B" and "C", and 164.6 feet on the rear line which runs parallel to the Public Road between points "C" and "D", all in accordance with said Eustis plan.

Being the same property previously sold to these purchasers by Nellie Sconza, wife of this vendor, per sale with assumption of mortgage dated September 24, 1963, before Walton J. Barnes, notary, recorded in the records of St. Tammany Parish, Louisiana.

B.

21' Sport Lafitte Skiff inboard/outboard, last license: 1996 Louisiana 2193 AS

C.

21' Dilly two-wheel trailer, last license: 1997 Louisiana

D.

Wells Fargo Advantage Funds: Individual, Enterprise-A, Acct. No. [REDACTED] 3908

E.

State of Louisiana Unclaimed Property Division, proceeds due beneficiary from Prudential Insurance Company, et al.

F.

FURNITURE AND FIXTURES

G.

PERSONAL ITEMS

- 4. All banks, trust companies, insurance companies, and all other persons, partnerships, and unincorporated associations or corporations having on deposit or under their control any money, credits, stocks, dividends, bonds, or other property depending upon or belonging to the succession of the decedent, GEORGE

MALCOLM MORAY, JR., are hereby required to deliver them wholly to his surviving spouse, VIRGINIA WALCUTT MORAY, as usufructuary.

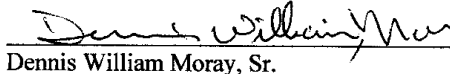
JUDGMENT READ, RENDERED AND SIGNED IN CHAMBERS IN THE CITY OF COVINGTON, LOUISIANA, THIS 11 DAY OF MARCH, 2013


DISTRICT COURT JUDGE

Respectfully submitted,

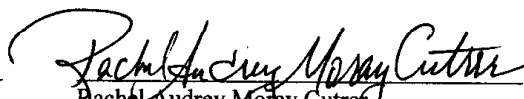

Virginia Walcutt Moray



Dixie Lucille Moray Fogg

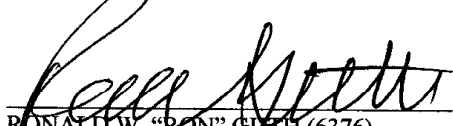

Dennis William Moray, Sr.

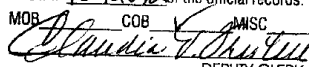

Timothy Moray

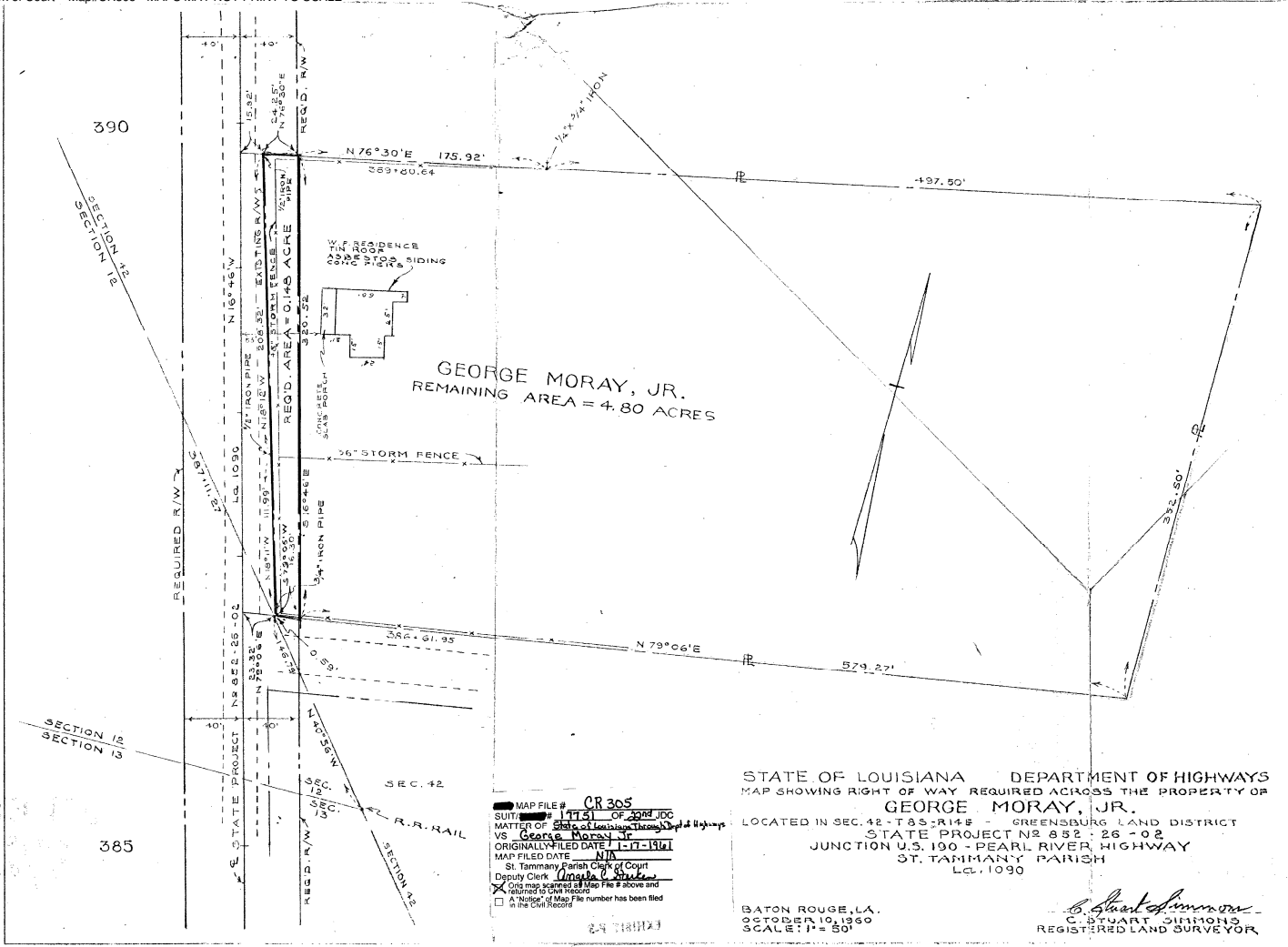

Roxanne Moray


Rachel Audrey Moray Cutrer


George Malcolm Moray III (represented herein by George Malcolm Moray IV)


RONALD W. "RON" GUTH (6376)
39460-A Willis Alley
Pearl River, LA 70452
Phone: (985) 641-2880
Fax: (985) 641-1702
File No. 5281

STATE OF LOUISIANA PARISH OF ST. TAMMANY
MALISE PRIETO CLERK OF COURT
I certify that this instrument was filed and recorded
March 13 at 9:13 A.M.
INST. # 1892072 of the official records.
MOB. COB. MSC.

DEPUTY CLERK



MAP FILE # **CR 305**
 SUIT # **1775** OF **2008** JDC
 MATTER OF **State of Louisiana Through Dept of Highways**
 VS **George Moray, Jr**
 ORIGINALLY FILED DATE: **1-17-1961**
 MAP FILED DATE: **N/A**
 St. Tammany Parish Clerk of Court
 Deputy Clerk: **Gregory P. Williams**
 This map scanned as Map File # above and returned to Civil Record
 A Notice of Map File number has been filed in the Civil Record

STATE OF LOUISIANA DEPARTMENT OF HIGHWAYS
 MAP SHOWING RIGHT OF WAY REQUIRED ACROSS THE PROPERTY OF
GEORGE MORAY, JR.
 LOCATED IN SEC. 42 - T8S-R14E - GREENSBURG LAND DISTRICT
 STATE PROJECT N2 852 - 26 - 02
 JUNCTION U.S. 100 - PEARL RIVER HIGHWAY
 ST. TAMMANY PARISH
 LA. 1090

BATON ROUGE, LA.
 OCTOBER 10, 1960
 SCALE: 1" = 50'

C. Stuart Simmons
 C. STUART SIMMONS
 REGISTERED LAND SURVEYOR

Ordinance No. 07-28-20(A)

An Ordinance annexing and rezoning a parcel of land bearing the address of 39189 West Porter River Road, Pearl River, LA 70452 from Parish A-4 (Single Family Residential) to Town B-2, as petitioned by Dixie Lucille Moray Fogg, Dennis William Moray, Timothy Moray, Roxanne Moray, Rachel Audrey Moray Cutrer, and George Malcolm Moray, IV.

WHEREAS, the Town of Pearl River has received a petition from Timothy Moray to annex and zone a certain parcel of property; and

WHEREAS, the property bears the address of 39189 West Porter River Road, Pearl River, LA 70452; and

WHEREAS, the property is located within Area One as described in the Growth Management, Annexation, and Revenue Sharing Agreement Between St. Tammany Parish, Sales Tax District No. 3, and the Town of Pearl River; and

WHEREAS, the St. Tammany Parish Council has adopted a resolution concurring in the annexation; and

WHEREAS, the Pearl River Planning Commission has issued a favorable recommendation for the annexation;

NOW THEREFORE BE IT ORDAINED by the Board of Aldermen of the Town of Pearl River that the following described property be annexed into the corporate limits of the Town of Pearl River. LA and zoned Town B2:

A certain tract or parcel of land, together with all the buildings and improvements thereon, situated in the Parish of St. Tammany, State of Louisiana, in Section 42, Township 8 South, Range 14 East, more particularly described as follows:

Commencing at the point of intersection of the east side of Pearl River Road with the north side of Porters River Road; thence north 80 degrees east along the north side of Porters River Road a distance of 596.5 feet to a point; thence north 352.5 feet to a point; thence south 78 degrees west 497.5 feet to a point; thence south 19 degrees 5 minutes east 206 feet to a point; thence south 76 degrees 30 minutes west 206.8 feet to a point on the east side of Pearl River Road; thence south 17 degrees 35 minutes east along the east side of Pearl River Road a distance of 112 feet to the point of beginning and containing four acres; the whole as shown on a map of

property of A.M. Barnes, Jr. and L.W. Borhouer made by L.P. Harrison dated March 29, 1947.

A certain lot or portion of land together with all the buildings and improvements thereon and containing one acre situated in St. Tammany Parish, Louisiana, Section 42, Township 8 South, Range 14 East more fully described as follows:

From the NW corner of said Section 42T 8 S R 14 E go south 39 degrees 50 minutes east 1785 feet to the intersection of west line of Section 42 with the south side of Porters River Road as described in deed recorded in COB 148, folio 27; thence go north 25 degrees 15 minutes west 159.0 feet to a point on the east side of Porters River Road which is the point of beginning.

Thence go north 17 degrees 35 minutes west 207.9 feet along said public road; thence go north 77 degrees 15 minutes east 200 feet; thence go south 19 degrees 05 minutes east a distance of 206.0 feet; thence go south 76 degrees 30 minutes west 206.0 to the point of beginning. Being the same property known as Green Gables and under fence.

ALL THAT CERTAIN TRACT OR PORTION OF LAND, together with all the buildings and improvements thereon, all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, being situated in Section 42, Township 8 South, Range 14 East, St. Tammany Parish, Louisiana, to-wit:

From the Northwest corner of Section 42, Township 8 South, Range 14 East, go South 39 degrees 50 minutes East 1785.0 feet; thence North 25 degrees 15 minutes West 42.2 feet; thence North 80 degrees East 183.0 feet to the POINT OF BEGINNING.

From the POINT OF BEGINNING continue North 80 degrees East 197.9 feet; thence go North 8 degrees 13 minutes West 338.63 feet; thence go South 78 degrees West 248.75 feet; thence go South 16 degrees 57 minutes East 322.22 feet; back to the POINT OF BEGINNING.

All in accordance with map or plat of survey by Ivan M. Borgen dated April 12, 1976, bearing his survey No. 6259.

A copy of said survey is attached hereto.

The above described property bears the address of 39189 West Porter River Road, Pearl River, LA 70452.

BE IT FURTHER ORDAINED that this ordinance shall become effective upon adoption.

YEAS: __

NAYS: __

ABSENT: __

ABSTENTIONS: __

ADOPTED this ____ day of _____, 2020.

Cheryl K. Schultheis, Town Clerk

Clarence David McQueen, Mayor



**St. Tammany Parish
Assessor's Office**

Louis Fitzmorris
Assessor

St. Tammany Parish Justice Center
701 North Columbia Street • Covington, Louisiana 70433

ASSESSOR'S CERTIFICATE OF OWNERSHIP

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

I, the undersigned Assessor of St. Tammany Parish, Louisiana hereby certifies that the following property is assessed in the name George Moray, IV, as owner for the tax year 2019 and whose address is 39189 W Porters River Rd, Pearl River, LA, 70452, and that the following certification is applicable to the property described as follows which is proposed for annexation into the

Town of Pearl River:

PROPERTY DESCRIPTION

2019 Tax Roll Assessment: Assessment Number: 125-054-6240

5 AC M/L SEC 42 8 14 FRT MILITARY RD GREEN GABLES CB 268
154 UNDIVIDED 1/6 INT TO DIXIE FOGG, DENNIS MORAY SR,
TIMOTHY MORAY, ROXANNE MORAY, RACHEL M CUTRER &
GEORGE MORAY IV INST NO 1892072 INST NO 1998829

- I. The total assessed value of all property within the above described area is \$ 15,588 .
- II. The total assessed value of the resident property owners within the above described area is \$ 0 and the total assessed value of the property of non-resident property owners is \$ 15,588 .
- III. I do further certify that the assessed valuation of the above described tract is as follows:

2019 ASSESSED VALUATION : \$ 15,588

In faith whereof, witness my official signature and the impress of my official seal, at Covington, Louisiana this the 10th day of July, 2020 .



LOUIS FITZMORRIS, Assessor
TROY DUGAS, Chief Deputy Assessor

Covington (985) 809-8180 | Slidell (985) 646-1990 | Fax (985) 809-8190
www.stpao.org



**ST. TAMMANY PARISH
REGISTRAR OF VOTERS**

M. DWAYNE WALL, CERA
REGISTRAR



**STATE OF LOUISIANA
PARISH OF ST. TAMMANY**

CERTIFICATE OF REGISTRAR OF VOTERS

I, the undersigned Registrar of Voters for the Parish of St. Tammany, State of Louisiana, do hereby certify that the property described in the attached survey by Ivan M. Borgen Survey No. 6259 dated April 12, 1976 and further identified as all that certain tract or portion of land located in Section 42, Township 8 South, Range 14 East, in St. Tammany Parish, State of Louisiana, and by the records in the Registrar of Voters office has no registered voters within said property.

In faith whereof, witness my official signature and the impress of my official seal at Covington, Louisiana, on this 16th day of July 2020.

A handwritten signature in black ink, appearing to read "D Wall", is written over a faint circular official seal.

M. Dwayne Wall, CERA
Registrar of Voters
St. Tammany Parish, Louisiana

Attachments:

Legal description, Map and Survey

Cc: Lauren Brock, Elections Services, Secretary of State

Louisiana Secretary of State
Street Address List

For Parish ST. TAMMANY - 52 AND Ward <ALL> AND Precinct <ALL> AND City <ALL> AND Street <ALL> PORTERS RIVER RD FROM 39189 TO 39189 ALL

City	Zip	Street	Apt	Ward	Prcd	CT	SB	TX	JP	House#	R	Stat	Reg #	Name
Report Count: 0														

SUCCESSION

OF

VIRGINIA WALCUTT MORAY
also known as VIRGINIA W. MORAY

FILED: Sept 14, 2015

NO. 2015-30765 DIV. "I"

22ND JUDICIAL DISTRICT COURT

PARISH OF ST. TAMMANY

STATE OF LOUISIANA

[Signature]
DEPUTY CLERK

JUDGMENT OF POSSESSION

Considering the Petition for Possession and the record of this proceeding, satisfactory proof having been submitted to the Court that the Petition for Possession, Affidavit of Jurisdiction and Relationship, and Sworn Detailed Descriptive List have been fully filed herein by the heirs, that there are no inheritance taxes due to the Louisiana Department of Revenue, and that there is no necessity for an administration of this succession, the law and the evidence entitling petitioner to the relief prayed for and for the reasons this day orally assigned:

IT IS ORDERED ADJUDGED AND DECREED THAT:

1. The confirmation and qualification of a succession representative and an administration of this succession is and the same is hereby dispensed with:
2. Recognizing DIXIE LUCILLE MORAY FOGG, DENNIS WILLIAM MORAY, TIMOTHY MORAY, ROXANNE MORAY, RACHEL AUDREY MORAY CUTRER, and GEORGE MALCOLM MORAY IV (represented herein by GEORGE MALCOLM MORAY IV) as the sole and only children of the decedent, and as such, entitled to ownership of all of the property of the decedent, in the proportion of an undivided one-sixth interest each.

3. All the property of the decedent is described as follows, to-wit:

A.

Parcel One:

A certain tract or parcel of land, together with all the buildings and improvements thereon, situated in the Parish of St. Tammany, State of Louisiana, in Section 42, Township 8 South, Range 14 East, more particularly described as follows:

Commencing at the point of intersection of the east side of Pearl River Road with the north side of Porters River Road; thence north 80 degrees east along the north side of Porters River Road a

ST. TAMMANY PARISH
STATE OF LOUISIANA
FILED FOR RECORD
2015 SEP 14 A 11:36
CLERK OF COURT

St. Tammany Parish 2271
Instrument #: 1998829
Registry #: 2399416 bvs
10/06/2015 4:30:00 PM
MB CB X NI UCC

203

distance of 596.5 feet to a point; thence north 352.5 feet to a point; thence south 78 degrees west 497.5 feet to a point; thence south 19 degrees 5 minutes east 206 feet to a point; thence south 76 degrees 30 minutes west 206.8 feet to a point on the east side of Pearl River Road; thence south 17 degrees 35 minutes east along the east side of Pearl River Road a distance of 112 feet to the point of beginning and containing four acres; the whole as shown on map of property of A.M. Barnes, Jr., and L.W. Borhauer made by L.P. Harrison dated March 29, 1947.

A certain lot or portion of land together with all the buildings and improvements thereon and containing one acre situated in St. Tammany Parish, Louisiana, Section 42, Township 8 South, Range 14 East more fully described as follows:

From the NW corner of said Section 42 T 8 S R 14 E go south 39 degrees 50 minutes east 1785 feet to the intersection of west line of Section 42 with south side of Porters River Road as described in deed recorded in COB 148, folio 27; thence go north 25 degrees 15 minutes west 159.0 feet to a point on the east side of the Pearl River road which is the point of beginning.

Thence go north 17 degrees 35 minutes west 207.9 feet along said public road; thence go north 77 degrees 15 minutes east 200 feet; thence go south 19 degrees 05 minutes east a distance of 206.0 feet; thence go south 76 degrees 30 minutes west 206.0 feet to the point of beginning. Being the same property known as Green Gables and under fence.

Being the property acquired November 28, 1958, by vendor herein from Slidell Savings and Homestead Association by act before L.V. Cooley, Jr., St. Tammany Parish Notary Public and which act has been forwarded to the Clerk's office in Covington, Louisiana, for recordation.

Parcel Two:

Two certain lots or parcel of land together with all the buildings and improvements thereon lying and being situated in Section 37, Township 8 South, Range 15 East, Eighth Ward, St. Tammany Parish, Louisiana marked "A" and "B" on plat of survey by J. V. Burkes, C. E. Survey No. 6504, dated January 8, 1969, and which said lots are more fully described as follows:

Said Lot "A" described as going from the second mile post on the line between Ranges 14 East and 15 East due North a distance of 776.76 feet; thence North 78 degrees 403.0 feet to the Southwest corner of said Lot "A" which is the point of beginning;

Thence North 12 degrees West 280.0 feet to the South edge of Porter's River Road; thence along said road North 78 degrees East 150.9 feet; thence South 12 degrees East 280.0 feet; thence South 78 degrees West 150.9 feet to the point of departure.

Said Lot "B" is described as going from second mile post line between Ranges 14E and 15E due North a distance of 776.76 feet; thence North 78 degrees East 553.9 feet to the Southwest corner of said Lot "B" which is the point of beginning;

Thence North 12 degrees West 115.4 feet; thence North 78 degrees East 150.7 feet to the westerly edge of a public road; thence along said road South 12 degrees East 115.4 feet; thence South 78 degrees West 150.7 feet to the point of departure.

Being a portion of the same property acquired by the vendor herein from Edgar Joseph Sconza by act of sale dated June 6, 1966, before Martin A. Smith, St. Tammany Parish Notary Public, recorded in COB 424, folio 329 of the official records of St. Tammany Parish, Louisiana.

Parcel Three:

A certain portion of ground, with all buildings and improvements thereon, lying and being situated in the Sharplin Claim or Section 37, T. 8 S. R. 15 E. 8th Ward, St. Tammany Parish, Louisiana, more fully described as follows:

Lot "X" measures .57 of an acre and which lies with points "A", "B", "C", "D", and "A", as set out in a survey made by H. L. Eustis & Sons, which Lot "X" forms the northeast corner of Mrs.

Eugene C. Matthews' property, and which Lot "X" measures 150.7 feet along the southerly edge of the Porter River Public Road, between points "A" and "D", and 164.6 feet along the Public Road between points "A" and "B", and 150.7 feet on the rear line, which runs parallel to the Porter River Public Road between points "B" and "C", and 164.6 feet on the rear line which runs parallel to the Public Road between points "C" and "D", all in accordance with said Eustis plan.

Being the same property previously sold to these purchasers by Nellie Sconza, wife of this vendor, per sale with assumption of mortgage dated September 24, 1963, before Walton J. Barnes, notary, recorded in the records of St. Tammany Parish, Louisiana.

B.

21' Sport Lafitte Skiff inboard/outboard, last license: 1996 Louisiana 2193 AS

C.

Wells Fargo Advantage Funds: Individual, Enterprise-A, Acct. No. 3018-8003983908

D.

State of Louisiana Unclaimed Property Division, proceeds due beneficiary from Prudential Insurance Company, et al.

E.

United States Savings Bond, Series E, Serial No. Q6346027831E
payable to Virginia W. Moray

F.

United States Savings Bond, Series EE
Serial No. C669443708EE

G.

Heritage Bank of St. Tammany, Acct. No. 201002106

H.

FURNITURE AND FIXTURES

I.

PERSONAL ITEMS

4. All banks, trust companies, insurance companies, and all other persons, partnerships, and unincorporated associations or corporations having on deposit or under their control any money, credits, stocks, dividends, bonds, or other property depending upon or belonging to the succession of the decedent, VIRGINIA WALCUTT MORAY, are hereby required to deliver them wholly to her heirs, DIXIE LUCILLE MORAY FOGG, DENNIS WILLIAM MORAY, TIMOTHY MORAY, ROXANNE MORAY, RACHEL AUDREY MORAY CUTRER, and

GEORGE MALCOLM MORAY IV (represented herein by GEORGE MALCOLM MORAY IV).

JUDGMENT READ, RENDERED AND SIGNED IN CHAMBERS IN THE CITY OF COVINGTON, LOUISIANA, THIS 6 DAY OF October, 2015.

[Signature]
DISTRICT COURT JUDGE

Respectfully submitted,

[Signature]
Dennis William Moray

[Signature]
Dixie Lucille Moray Fogg

[Signature]
Roxanne Moray

[Signature]
Timothy Moray

[Signature]
George Malcolm Moray III (represented herein by George Malcolm Moray IV)

[Signature]
Rachel Audrey Moray Currier

[Signature]
RONALD W. "RON" GUTH (6376)
1411 Lindberg Drive, Ste. A
Slidell, LA 70458-8057
Phone: 985.641.2880
Fax: 985.641.1702
File No. 5281-B

A TRUE COPY

[Signature]
DY. CLERK 22nd JUD. DIST. COURT
ST. TAMMANY PARISH, LA.

STATE OF LOUISIANA PARISH OF ST. TAMMANY
MALISE PRIETO CLERK OF COURT
I certify that this instrument was filed and recorded
on 09/14/2015 at 4:30 P.M.
INST# 1118829 of the official records
MOB. COB. MSC.
[Signature]
DEPUTY CLERK

Notary Clerk of Court - Inst#366088

356088

STATE OF LOUISIANA - PARISH OF ST. TAMMANY

BE IT KNOWN, That on this 24th day of the month of NOVEMBER, in the year Nineteen Hundred and seventy six HOWARD R. FUSSELL.

Before me, [Name], a Notary Public in and for the Parish of St. Tammany, State of Louisiana, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned.

PERSONALLY CAME AND APPEARED: LOUIS DUMBER ROSS,

of the full age of majority and a resident of St. Tammany Parish, Louisiana, herein acting for and in the name and behalf of the ST. TAMMANY HOMESTEAD ASSOCIATION, a Building and Loan corporation organized and existing under the laws of Louisiana and chartered in the Parish of St. Tammany thereof, instituted by Notarial Act executed on October 18th, 1954, and recorded in Charter Book 2, folio 9 of the official records of said Parish, in his, said appraiser's capacity as its President, by virtue of a resolution adopted by the Board of Directors of said Association at a regular meeting thereof, certified copy of which is recorded in Conveyance Book 163, folio 496 of the official records of St. Tammany Parish, Louisiana.

And the said appraiser, acting in his aforesaid capacity, declared that he does by these presents, grant, bargain, sell, convey, transfer, assign, set over, abandon, and deliver, without any warranty or recourse, not even for the return of the purchase price, or any part thereof, but with full substitution and subrogation in and to all rights and actions of warranty which said Association has, or may have against all preceding owners and vendors, unto

VIRGINIA WALCOTT, wife of/and GEORGE M. MORAY, JR., both of the full age of majority, who declared unto me, Notary, that they have been married but once and then to each other, living and residing together in St. Tammany Parish, Louisiana,

and whose mailing address is: Route 2, Box 43-M, Pearl River, Louisiana 70452

have present, accepting and purchasing for self, heirs and assigns, and acknowledging due delivery and possession thereof, the following described property, with all buildings and improvements thereon, and all rights, ways, privileges, servitudes, prescriptions, appurtenances, and advantages thereunto belonging or in anywise appertaining, to-wit:-

ALL THAT CERTAIN TRACT OR PORTION OF LAND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, being situated in Section 42, Township 8 South, Range 14 East, St. Tammany Parish, Louisiana, to-wit:

From the Northwest corner of Section 42, Township 8 South, Range 14 East, go South 39 degrees 50 minutes East 1783.0 feet; thence North 25 degrees 15 minutes West 42.2 feet; thence North 80 degrees East 183.0 feet to the POINT OF BEGINNING.

From the POINT OF BEGINNING continue North 80 degrees East 197.9 feet; thence go North 8 degrees 13 minutes West 338.63 feet; thence go South 78 degrees West 248.75 feet; thence go South 16 degrees 57 minutes East 322.22 feet back to the POINT OF BEGINNING.

All in accordance with map or plat of survey by Ivan M. Borgen dated April 12, 1976, bearing his survey No. 6259, a copy of which is attached hereto and made part hereof.

ST. TAMMANY PARISH
STATE OF LOUISIANA
NOTARY PUBLIC
FILED IN...
NOV 24 1976
623 FOLIO 650

650

146

STATE OF LOUISIANA PARISH OF ST. TAMMANY
I HEREBY CERTIFY that the above is a true and
correct copy of the original as recorded at
instrument # 356087 of the original
records. Given under my hand and seal of office
this the 16th day of April 2017
Anna Amstutzman
By Clerk and Ex-Officio Recorder

Being the same property acquired by said Association by purchase from George M. MORAY, Jr., et ux, as per act passed before me, Notary, on this same date, and filed for record immediately prior hereto in the official records of St. Tammany Parish, Louisiana.

To have and to hold the above described property and appurtenances unto the said purchaser, heirs and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of FORTY FIVE THOUSAND AND NO/100 (\$45,000.00) DOLLARS

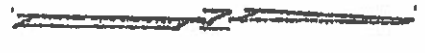
and, to represent the said amount, the purchaser has made and subscribed a certain promissory note or obligation, drawn by the purchaser to the order of said Association, payable at its office, dated this date, and bearing interest at the rate of 9 3/4 per annum from date until paid. The said interest, together with installments on the principal, are payable monthly, in advance, as hereinafter set forth, on the first day of each month hereafter, in installments of not less than

Three Hundred Sixty Two and 09/100 (\$362.09) DOLLARS, until the whole of said principal sum is paid. All interest is to be calculated monthly by use of the three hundred and sixty day interest tables, and charged for each day in the month in accordance with the Charter and By-laws of the Association; provided, that if the borrower shall, at any time, be in arrears for as much as forty-five (45) days, in the making of the stipulated monthly payments required under the terms of this act, including the additional payments hereinafter set forth, the interest rate hereinabove stipulated shall be automatically increased by the addition of interest at the rate of one per cent (1%) per annum, the interest rate to revert to the original rate above stated when the delinquency terminates. The increase in interest rate during delinquency shall in no wise affect the exercise of any other right granted or retained by this act.

In addition to the monthly payment hereinabove stipulated, the purchaser is bound and obligated to pay each month, in advance, a sum equal to one-twelfth (1/12) of the total taxes, paving installments, special assessments and insurance premiums of each current year bearing against the above described property. In the event the amount of the annual taxes, paving installments, special assessments, or insurance premiums for any current year is not available, the Association shall be privileged to make an estimate of the amount of said taxes, paving installments, special assessments, or insurance premiums based upon the previous year's assessment and rate of taxation and previous charges. The estimate so made may be corrected from year to year at the Association's option, whenever the correct assessment and rates and other charges are available.

All of the aforesaid monthly payments shall be made by the purchaser and accepted by the Association on account of the Mortgage Loan Monthly Reduction Shares herein pledged.

many Clerk of Court - Inst#356088

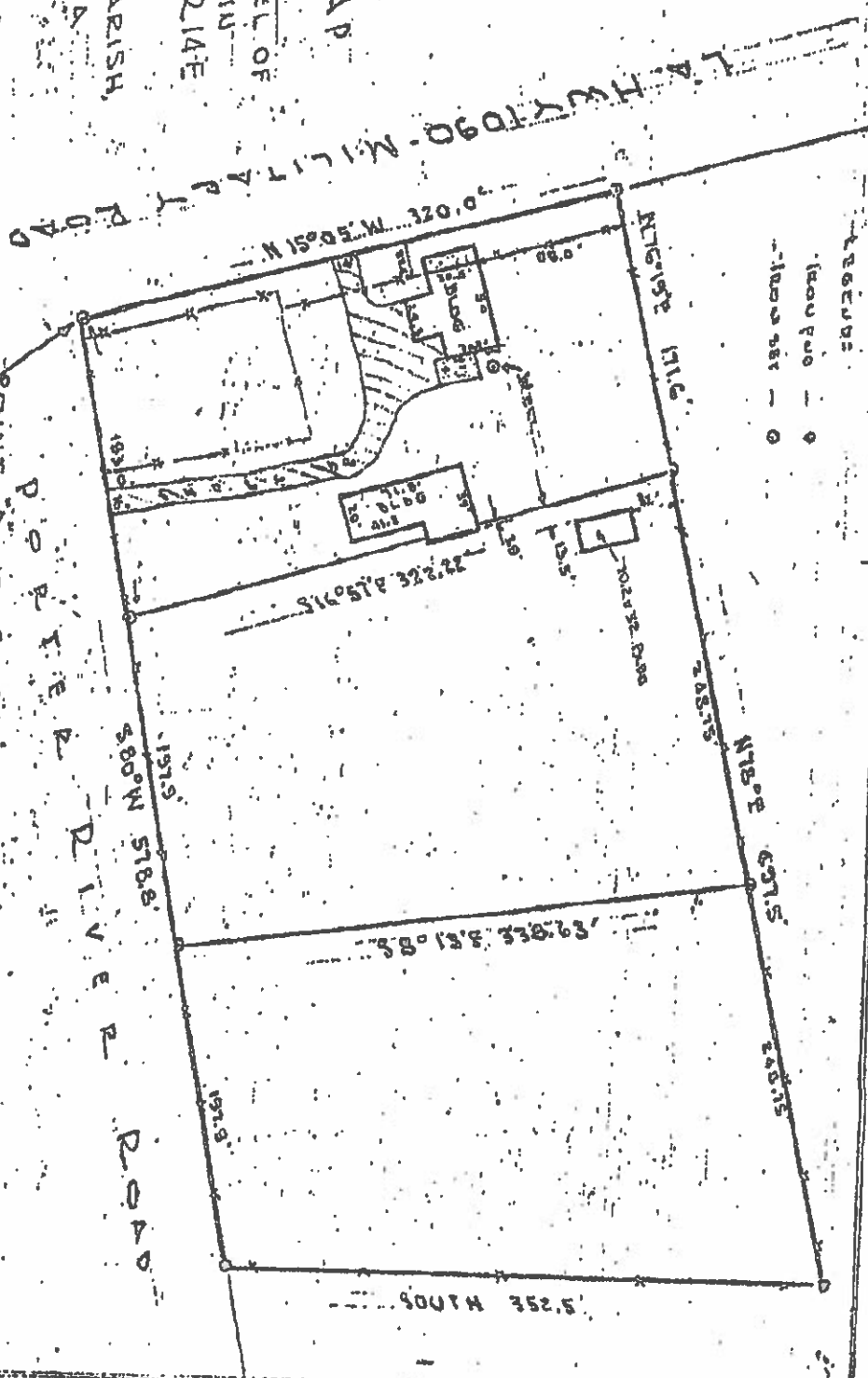


SURVEY MAP

A CERTAIN PARCEL OF
LAND SITUATED IN
SEC. 42. T8S - 21AE

ST. TAMMANY PARISH,
LOUISIANA

GEORGE MORDAY



SURVEY NO: 6259
DATE: APR. 12, 1971
REV.

SCALE: 1"=100'

POINT 'A' IS S39°50'E 1785.0' AND N25°15'W 422'
FROM THE NW COR. OF SEC. 42. T8S - 21AE

THIS SURVEY IS CERTIFIED
TRUE AND CORRECT BY

Ivan M. Borgen
IVAN M. BORGAN
REG. 696

LETTER OF INTENT FOR ANNEXATION AND ZONING

July 16, 2020

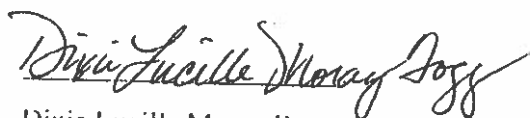
Town of Pearl River Attorney & Council Members
39460 Willis Alley
Pearl River, LA 70452

RE: 39189 W. Porters River Road, Pearl River Town of Pearl River Annexation & Zoning Request

The undersigned, who are the owners of 39189 W. Porters River Road, Pearl River, hereby advise the Pearl River Town Council, Annexation Committee and Attorney that it is the desire of the owners to commence annexation proceedings for the said property to be annexed into the Town of Pearl River and to be zoned commercial.

Thank you for your consideration.

Sincerely,



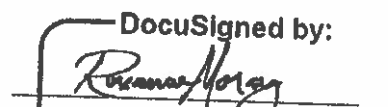
Dixie Lucille Moray Fogg

DocuSigned by:
Dennis Moray
C1182D1F6934470...

Dennis William Moray

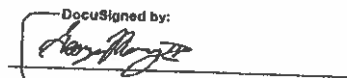
DocuSigned by:
Timothy Moray
EC8D912CD3081B0...

Timothy Moray

DocuSigned by:

Roxanne Moray
E21C36471EF340F...

DocuSigned by:
Rachel Cutrer
EA7182EDC0884AA...

Rachel Audrey Moray Cutrer

DocuSigned by:

E8FE74CAC29C478...
George Malcolm Moray, IV

Ordinance No. 07-28-20(A)

An Ordinance annexing and rezoning a parcel of land bearing the address of 39189 West Porter River Road, Pearl River, LA 70452 from Parish A-4 (Single Family Residential) to Town B-2 (Highway Business), as petitioned by Dixie Lucille Moray Fogg, Dennis William Moray, Timothy Moray, Roxanne Moray, Rachel Audrey Moray Cutrer, and George Malcolm Moray, IV.

WHEREAS, the Town of Pearl River has received a petition from Timothy Moray to annex and zone a certain parcel of property; and

WHEREAS, the property bears the address of 39189 West Porter River Road, Pearl River, LA 70452; and

WHEREAS, the property is located within Area One as described in the Growth Management, Annexation, and Revenue Sharing Agreement Between St. Tammany Parish, Sales Tax District No. 3, and the Town of Pearl River; and

WHEREAS, the St. Tammany Parish Council has adopted a resolution concurring in the annexation; and

WHEREAS, the Pearl River Planning Commission has issued a favorable recommendation for the annexation;

NOW THEREFORE BE IT ORDAINED by the Board of Aldermen of the Town of Pearl River that the following described property be annexed into the corporate limits of the Town of Pearl River. LA and zoned Town B2:

Four and three-quarters (4 ³/₄) acres of land, together with all buildings and improvements thereon, situated in Section 42, T. 8 S., R. 14 E., St. Tammany Parish, Louisiana, to-wit:

From the N.W. corner of said Section 42 go S. 39 deg. 50 minutes East 1785.0 feet to the intersection of the West line of said Section 42 with the South side of Porters River Road; thence go N. 25 deg. 15 min. West 42.2 feet to point "A" which is the point of beginning:

Thence go N. 80 deg. E. 578.8 feet along the north side of Porters River Road;
Thence go North 352.5 feet;

Thence go S. 78 deg. W. 497.5 feet;

Thence go S. 77 deg. 15 min. W. 171.6 feet to a point on the East line of Pearl River Road;

Thence go South 15 deg. 05 minutes E. 320.0 feet to the point of beginning.

All in accordance with survey and proces verbal of Lamar P. Harrison, C.E., dated Jan. 14, 1965 attached hereto.

The above described property bears the address of 39189 West Porter River Road, Pearl River, LA 70452.

BE IT FURTHER ORDAINED that this ordinance shall become effective upon adoption.

YEAS: __

NAYS: __

ABSENT: __

ABSTENTIONS: __

ADOPTED this ____ day of _____, 2020.

Cheryl K. Schultheis, Town Clerk

Clarence David McQueen, Mayor

CREDIT SALE

219334 CoB
381

Slidell Savings & Homestead Association

to

GEORGE M. MORAY, JR., ET AL

Folio
75

STATE OF LOUISIANA
PARISH OF ST. TAMMANY

BEFORE ME, DAVID E. COOLEY, a Notary Public, duly commissioned and qualified in and for said Parish and State, and in the presence of the witnesses hereinafter named and undersigned, personally appeared: SLIDELL SAVINGS AND HOMESTEAD ASSOCIATION, a corporation organized under the laws of said State and domiciled at Slidell, said Parish and State, herein represented by its duly authorized R. L. Dunham, President, hereinafter termed ASSOCIATION, who declared that it does by these presents grant, sell, assign and deliver unto

MRS. VIRGINIA WALCUTT, wife of George M. Moray, Jr., and the said GEORGE M. MORAY, JR., both of lawful age, married but once and then to each other residing together in St. Tammany Parish, Louisiana; mailing address: Route 1, Box 10-A, Pearl River, Louisiana,

hereinafter termed PURCHASER (either singular or plural), here present, accepting and purchasing, together with all heirs, successors and assigns, and acknowledging delivery of the following described property, to-wit:

Four and three-quarters (4 3/4) acres of land, together with all buildings and improvements thereon, situated in Section 42, T. 8 S., R. 14 E., St. Tammany Parish, Louisiana, to wit:

From the N.W. corner of said Section 42 go S. 39 deg. 50 minutes East 1785.0 feet to the intersection of the West line of said Section 42 with the South side of Porters River Road; thence go N. 25 deg. 15 min. West 42.2 feet to point "A" which is the point of beginning:

Thence go N. 80 deg. E. 578.8 feet along the north side of Porters River Road;
Thence go North 352.5 feet;

Thence go S. 78 deg. W. 497.5 feet;

Thence go S. 77 deg. 15 min. W. 171.6 feet to a point on the East line of Pearl River Road;

Thence go South 15 deg. 05 minutes E. 320.0 feet to the point of beginning.

All in accordance with survey and proces verbal of Lamar P. Harrison, C. E., dated Jan. 14, 1965, a copy of which is annexed to cash sale, this purchaser to this vendor, before me, notary, this day.

Being the same property acquired by this said Association from this purchaser per act before me this day and forwarded herewith for recordation.

This sale is made for and in consideration of the sum of \$5,500.00 for which PURCHASER has this day drawn one promissory note to the order of ASSOCIATION, payable on demand, and bearing interest, payable monthly at the office of ASSOCIATION, at the rate of SIX AND ONE HALF (6 1/2%) per cent per annum if paid on time, or eight per cent per annum if in arrears over thirty days, from date until paid; which said note, after having been paraphed "Ne Varietur" by me, Notary, to be herewith identified, was delivered to ASSOCIATION, who acknowledges receipt thereof.

75

SLIDELL SAVINGS AND HOMESTEAD ASSOCIATION CREDIT SALE
(2nd Page)

In order to secure the payment of said note at maturity with all costs, advances, interest, charges, attorney's fees, the vendor's lien and privilege is hereby retained by ASSOCIATION and granted by PURCHASER upon said property. Likewise, a special mortgage is also granted by PURCHASER upon said property in favor of ASSOCIATION or any future holder or holders of said note. PURCHASER is hereby obligated not to sell, alienate nor in anywise encumber said property to the prejudice of this act, on penalty, among others, of maturing the entire indebtedness.

To further secure said indebtedness, PURCHASER has given in pledge to ASSOCIATION all the installments on 55 shares of the capital stock of ASSOCIATION, standing in the name of PURCHASER, and represented by Certificate No. 3199-B, Installment Book No. 2946. PURCHASER is obligated to pay ASSOCIATION at its office, monthly, the sum of at least \$ 1.00 for each one hundred dollars of said note, and after deducting the monthly interest, the remainder to be credited to the shares of stock pledged as additional security.

PURCHASER shall pay all taxes and all local and special assessments legally assessed, and all liens which may be asserted against said property, before they become delinquent, and keep the buildings and improvements now existing or hereafter erected on said property constantly insured against loss by Fire and Extended Coverage in an insurance company approved by ASSOCIATION up to the full amount of said note or such proportion thereof as the insurer will allow, until final payment of said note; said insurance shall contain the usual and customary loss payable and mortgage clauses in favor of ASSOCIATION. If PURCHASER fails to do so, ASSOCIATION is authorized, at its option, to declare the note due and payable as hereinafter provided, or to pay the taxes, assessments, or liens, or cause such insurance to be effected, at PURCHASER'S expense; ASSOCIATION shall then become subrogated to all the rights and privileges of the governmental authorities or parties to which the taxes, assessments or liens were due, and all sums so expended shall bear interest at the rate of 8% per annum from date of disbursement until paid and be secured by this vendor's lien and mortgage. ASSOCIATION may also, at its option, collect from PURCHASER each month a sum sufficient to pay for taxes and insurance when same shall become due.

Except as otherwise provided herein, if PURCHASER shall make the monthly payments of installments punctually, said note shall not become due until the value of PURCHASER'S shares of stock shall equal the amount due on the note, with all costs and charges, at which happening the stock and note shall alike be extinguished. If PURCHASER shall desire to pay the note in full before the stock shall be equal thereto, PURCHASER shall have the right to do so by paying in cash the difference between the indebtedness and the value of the pledged shares of stock; Provided, however, that during the first year from and after the date of said note, if PURCHASER should pay the note in full, or should pay any amount in excess of 15% of the principal balance, he shall be charged a prepayment fee equal to 90 days interest on the amount so paid.

ASSOCIATION may at its option declare the entire indebtedness of PURCHASER immediately due and exigible, together with interest, costs, charges, advances, attorney's fees and all expenses, upon the happening of any one of the following events or conditions:

- (1) In case PURCHASER shall at any time be in arrears in a sum equivalent to three months installment payments, even if PURCHASER shall have made prior payment in excess of the minimum required; or upon default by PURCHASER in the repayment to ASSOCIATION of any advances by it for taxes, insurance, assessments, liens or expenses within six months after the date thereof; (2) In case of a proceeding in bankruptcy by or against PURCHASER, or his successor in title, who is the owner of the property at the time, or if a receiver or liquidator be appointed to such owner in event such owner is a corporation; (3) Upon the sale or transfer of this property without the written consent of ASSOCIATION; (4) Upon failure of PURCHASER to pay taxes, local and special assessments legally assessed, or liens asserted, against said property before they become delinquent, or to keep in effect the required insurance; (5) If PURCHASER should destroy or permit the destruction of the improvements on said property, or negligently fail to keep the same in repair so as to impair their value; or should PURCHASER make any repairs, additions or alterations to the buildings and improvements, or cut or remove the timber, growing trees or decorative shrubbery, upon the property, without the written permission of ASSOCIATION; (6) The recordation or registry of any lien or claim, or the institution of any legal proceedings to enforce any lien or claim against the property, or if the property be seized or levied upon by an officer of court.

Where said note is not paid at maturity and is placed with an attorney-at-law for collection or suit, PURCHASER agrees to pay the fees of said attorney-at-law, employed for that purpose, which fees are hereby fixed at 10% of the amount sued on or collected.

Upon failure to pay said note at maturity PURCHASER authorizes ASSOCIATION to cause said property to be seized and sold under executory or other legal process without appraisalment, to the highest bidder, payable cash. PURCHASER does hereby confess judgment in favor of ASSOCIATION, or its assigns, for the full amount of said note, with all interest, premiums of insurance, taxes, advances, attorney's fees and expenses whatsoever.

If the mortgaged property, or any part thereof, or any interest therein, should be condemned and taken for public use under the power of eminent domain, or if the property, or any portion thereof, or any interest therein, should be damaged either by public works or by private acts, all damages and compensation shall be paid to ASSOCIATION up to the amount of PURCHASER'S indebtedness to ASSOCIATION. ASSOCIATION shall have the right to file suits at the expense of PURCHASER and in the name of PURCHASER for the recovery of such damages or for the preservation of its rights in the event of the expropriation of the property.

All the terms and conditions as herein specified are in accord with the Charter and By-Laws of ASSOCIATION, which are made part of this act and which the parties hereto agree shall govern in all matters and things pertaining hereto.

Both PURCHASER and (if married) PURCHASER'S spouse declared that they do expressly waive and renounce in favor of ASSOCIATION any homestead exemption or claim thereto, under the Constitution and laws of this State, with respect to the property being mortgaged, and PURCHASER'S spouse expressly consents to the execution of this act.

Apparers hereby agree to dispense with the certificates of mortgage required by law and to exonerate me, said Notary, for non-production of the same.

This being a sale and resale, mortgage and conveyance certificates in the names of Purchasers et als are hereto attached and show clear, except for a vendor's lien in favor of this Association and another vendor's mortgage, both of which will be cancelled with the recordation of these presents, and a right of way, which does not affect the property herein conveyed.

This being a sale of property acquired by ASSOCIATION for the purpose of making a loan on the security of such property, the warranties and obligations imposed by law on vendors shall not apply to ASSOCIATION, but PURCHASER is subrogated to all rights and actions of warranty against all former owners and vendors.

All taxes on the above described property have been paid up to and including the year 19 64, PURCHASER assuming the taxes from that date.

All the agreements and stipulations herein contained, 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 hereto.

Thus done and passed at my office, in Slidell, St. Tammany Parish, Louisiana, this 1st day of March, 1965, in the presence of Yvonne T. Parks and E. B. Oulliber, competent witnesses, who sign these presents with the said apparers and me, Notary, after due reading of the whole.

WITNESSES:

Yvonne T. Parks
Yvonne T. Parks
E. B. Oulliber
E. B. Oulliber

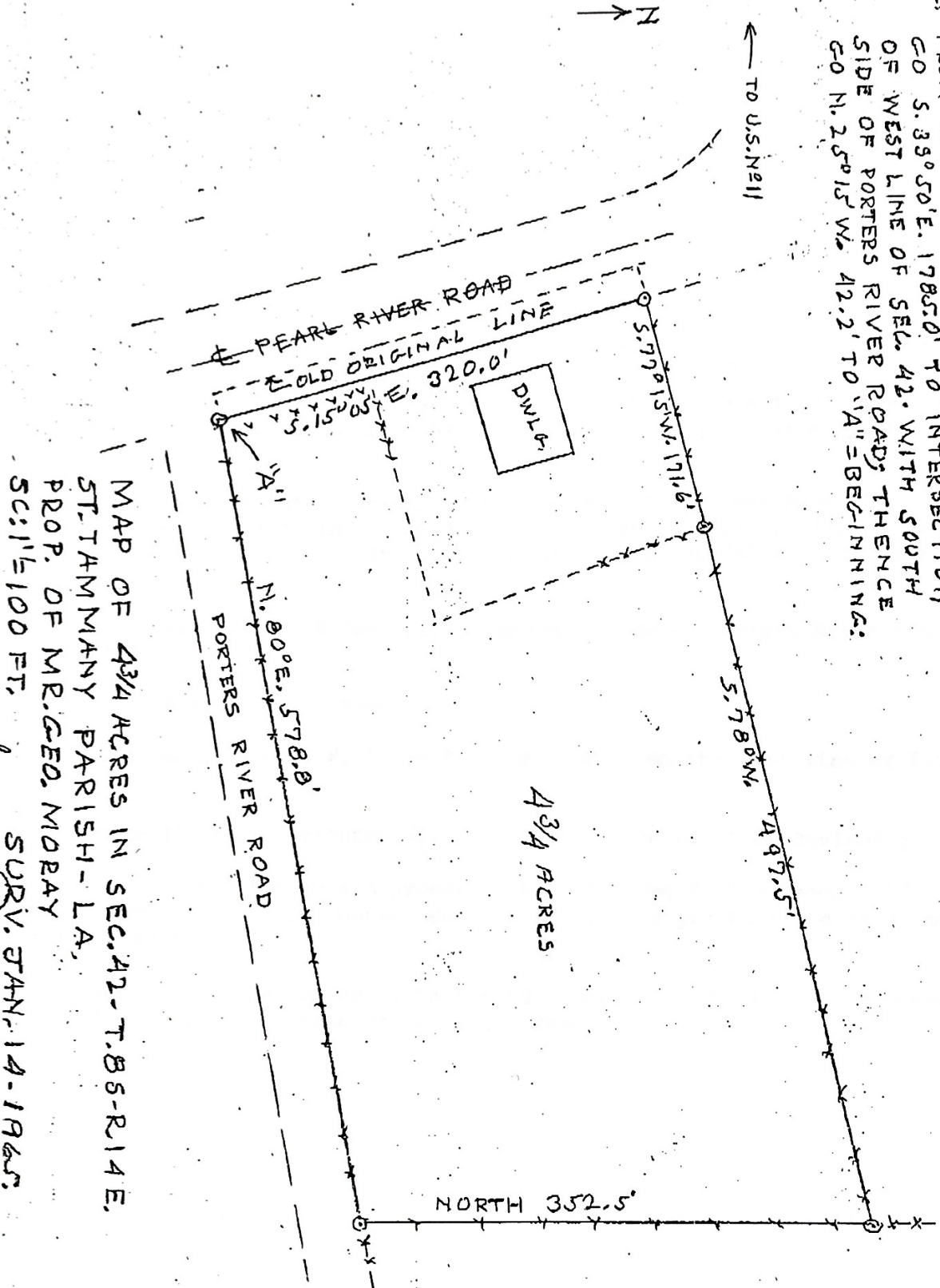
SLIDELL SAVINGS AND HOMESTEAD ASSOCIATION
By R. L. Dunham
R. L. Dunham, President

George M. Moray, Jr.
George M. Moray, Jr.
Virginia W. Moray
Virginia W. Moray

David E. Cooley
Notary Public
David E. Cooley

Filed for record March 3rd, 1965
Truly recorded March 4th, 1965
Clerk & Ex-Officio recorder

NOTES: FROM N.W. COR. OF SEC. 42-T.85-R.14 E.
 GO S. 35° 50' E. 1785.0' TO INTERSECTION
 OF WEST LINE OF SEC. 42. WITH SOUTH
 SIDE OF PORTERS RIVER ROAD, THENCE
 CO N. 25° 15' W. 42.2' TO "A" BEGINNING.



MAP OF 4 3/4 ACRES IN SEC. 42-T.85-R.14 E.
 ST. TAMMANY PARISH - LA.
 PROP. OF MR. GEO. MORAY

SURV. JAN. 14. 1965.
Samuel D. Harrison
 LAND SURVEYOR

Staff Impact Notes for Pearl River Annexation PR2020-02

9/2/2020 12:16 PM	Plot Map	jlobrano	Annexation will abut W. Porters River Rd (R08H001) for approx. 600 feet, the parish will need to consult with our civil division to see how to proceed.
10/5/2020 9:14 AM	Plot Map	hothomas	BE IT FURTHER RESOLVED that should this property be annexed, the St. Tammany Parish Council request that the City of Pearl River be aware that any future developments to this property requires the review of development proposals utilizing the applicable Drainage Model and compliance with Parish Drainage Regulations, and:
12/1/2020 11:03 AM	Create Resolution	dhenton	<p>1. Legal Description: The legal description sent by Mr. Mathison on July 22, 2020; the legal description contained in Pearl River Ordinance No. 07-28-20(A); the legal description in the 2015 Judgment of Possession of Virginia Walcutt Moray; and the legal description in the Assessor's Certification are not the same.</p> <p>2. Survey: The survey included in the Annexation Packet does not appear to match any of the legal descriptions identified above that were provided by the municipality.</p> <p>3. Zoning: According to the annexation packet, The Town of Pearl River would like to change the zoning classification of the property from St. Tammany Parish A-4 (single family residential) to Town B-2 Highway Business, which would be an intensification of zoning.</p> <p>a. Article 4.6 of the 2013 Growth Management, Annexation, And Revenue Sharing Agreement Between St. Tammany Parish Government, Sales Tax District No. 3, And The Town Of Pearl River (the "Agreement") states that:</p> <p>The Parties acknowledge that the goal and purpose, articulated in Article 1.0103 of the Unified Development Code for St. Tammany Parish, are intended to guide and accomplish the coordinated, adjusted, and harmonious development of the Parish. If Pearl River annexes immovable property and enacts a zoning classification for that immovable property which permits more intense commercial or industrial land use than the zoning classification adopted for the property by the Parish prior to the annexation, then Sales Tax proceeds generated by Developed Commercial Property in the annexed area may be remitted solely to</p>

		<p>the Parish. If the Parish objects to the zoning classification that permits more intense commercial or industrial land use, as outlined in Section 6.5, the Parish may, at its sole discretion, choose to retain one hundred percent (100%) of the Sales Tax proceeds generated by Developed Commercial Property in the annexed area.</p> <p>b. Article 6.5 of the Agreement states that:</p> <p>Pursuant to the dictates and intent of La. R.S. 33:172(A)(1)(e), upon application of Pearl River, the Parish may concur with the change in zoning, and if agreed to, the annexed immovable property shall be subject to this Agreement in regard to the division of Sales Tax proceeds. (Please refer to Section 4.6 of this Agreement as to the manner in which STD#3 proceeds shall be divided if the Parish does not concur and the annexed immovable property is not subject to this agreement). Any request by Pearl River for a zoning classification that permits more intense commercial or industrial land use than the zoning classification adopted for the property by the Parish prior to the annexation shall be sent to the Parish's designee by certified mail, return receipt requested. If the Parish does not respond to the request within sixty (60) days of receipt of the request, it shall be deemed approved by the Parish. This shall not apply to immovable property that is surrounded at least ninety percent (90%) by Pearl River.</p> <p>c. Article 6.6 of the Agreement states that:</p> <p>Once a conceptual development plan and a PD or PUD zoning classification are established for a property, as provided above, further zoning actions consistent with that plan and classification shall not require Parish approval.</p> <p>4. Sales Tax District No. 3 ("STD#3") proceeds: The property proposed to be annexed, regardless of disagreement between the legal descriptions and disagreement between the legal descriptions and the survey submitted falls wholly within Area One as defined in Section 2.1 of the Agreement. It is not "Developed Commercial Property" as defined by Section 2.5 of the Agreement. If the property becomes Developed Commercial Property, one hundred percent (100%) of Sales Tax District No. 3 proceeds will be remitted to Pearl River, according to Section 4.2.1 of the</p>
--	--	--

			<p>Agreement.</p> <p>5.Road and Drainage Infrastructure: There is no provision in the Agreement regarding responsibility for road and drainage infrastructure in Area One. However, La. Rev. Stat. 33:224 states that when property abutting a road is annexed without annexing the road, the parish and the municipality shall share in the cost of maintenance.</p>
12/2/2020 4:28 PM	Create Resolution	amhontiveros	No DES issues.
12/14/2020 1:31 PM	Create Resolution	fmsheldon	<p>No sales tax revenue has been generated by this property.</p> <p>Should this property generate Sales Tax District No. 3 proceeds in the future, (100%) shall go to the Town of Pearl River.</p>
		rliner	<p>The proposal is consistent with the Louisiana Revised Statutes relative to annexation</p> <p>The proposal is consistent with the sales tax agreements with the Town of Pearl River.</p> <p>The proposal is an intensification of zoning.</p>

<s:Schema id="RowsetSchema"><s

▲

▼

▶