

ST. TAMMANY PARISH COUNCIL

ORDINANCE

ORDINANCE CALENDAR NO: 6857

ORDINANCE COUNCIL SERIES NO: \_\_\_\_\_

COUNCIL SPONSOR: BINDER/COOPER

PROVIDED BY: PLANNING DEVELOPMENT

INTRODUCED BY: MR. LORINO

SECONDED BY: MR. TOLEDANO

ON THE 6 DAY OF JANUARY , 2022

AN ORDINANCE TO OFFICIALLY NAME THE 46.3 FOOT ACCESS IDENTIFIED ON THE ATTACHED SURVEY TO BLUE SKY TRAIL (WARD 5, DISTRICT 6).

WHEREAS, a petition has been submitted to the Department of Planning & Development and forwarded to the Parish 911 Communications District signed by at least 50 percent plus one of the property owners owning or fronting the private 46.3foot Access has been submitted; and

WHEREAS, the St. Tammany Parish 911 Communications District has received, reviewed and approved the Road Name Request Form for the unnamed private 46.3foot Access. Pending Approved Name: Blue Sky Trail, Nearest Cross-street: Lavinghouse Road, Bush, LA 70431. Since future structures will be addressed off the newly name private 46.3foot Access; the access will be added to the 911 Database and to the 911 Dispatch Map;

THE PARISH OF ST. TAMMANY HEREBY ORDAINS: that St. Tammany Parish Government officially name the 46.3foot Access shown on the attached survey as Blue Sky Trail.

REPEAL: All ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SEVERABILITY: If any provision of this Ordinance shall be held to be invalid, such invalidity shall not affect other provisions herein which can be given effect without the invalid provision and to this end the provisions of this Ordinance are hereby declared to be severable.

EFFECTIVE DATE: This Ordinance shall become effective fifteen (15) days after adoption.

MOVED FOR ADOPTION BY: \_\_\_\_\_SECONDED BY: \_\_\_\_\_

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

YEAS: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

THIS ORDINANCE WAS DECLARED DULY ADOPTED AT A REGULAR MEETING OF THE PARISH COUNCIL ON THE 3 DAY OF FEBRUARY , 2022 ; AND BECOMES ORDINANCE COUNCIL SERIES NO \_\_\_\_\_.

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JERRY BINDER, COUNCIL CHAIRMAN

ATTEST:

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KATRINA L. BUCKLEY, COUNCIL CLERK

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MICHAEL B. COOPER, PARISH PRESIDENT

Published Introduction: DECEMBER 29 , 2021

Published Adoption: \_\_\_\_\_ , 2022

Delivered to Parish President: \_\_\_\_\_ , 2022 at \_\_\_\_\_

Returned to Council Clerk: \_\_\_\_\_ , 2022 at \_\_\_\_\_

Kristina M Elliott  
879 Comanche Drive  
Abita Springs, LA 70420  
985-400-1819  
[Krislyn2797@yahoo.com](mailto:Krislyn2797@yahoo.com)

November 3, 2021

Department of Planning & Development  
St. Tammany Parish Government  
21454 Koop Drive Suite 1B  
Mandeville, LA 70471

I am writing to request a street name for the right of way for parcel #5 off of Lavinghouse Rd. The permit number is 62276. The following street name "Wild Horse Rd" is requested as first choice. In the event that name is unavailable, a 2<sup>nd</sup> choice name is provided below.

1<sup>st</sup> choice: Wild Horse Rd.

2<sup>nd</sup> choice: Blue Sky Trail

Thanking you kindly,

Kristina M Elliott

Signatures from abutting property owners:

Joseph A. Messina 81356 Lavinghouse Rd Bush, LA 70431 (owne parcel;  
Jim Elliott 879 Comanche Dr Abita 70420  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Kristina M Elliott  
879 Comanche Drive  
Abita Springs, LA 70420  
985-400-1819  
[Krislyn2797@yahoo.com](mailto:Krislyn2797@yahoo.com)

November 3, 2021

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1<sup>st</sup> choice: Wild Horse Rd.

2<sup>nd</sup> choice: Blue Sky Trail

Thanking you kindly,

Kristina M Elliott

Signatures from abutting property owners:

*Debra Williams*, 71222 Cutter Pl., Abita Springs, LA 70420, (Owner Parcel #4)  
*Marci G*, 25383 Hwy 40 Bush, LA 70431 (Owner Parcel 1)

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THE ESTATE OF BENJAMIN F REVERE, SR.

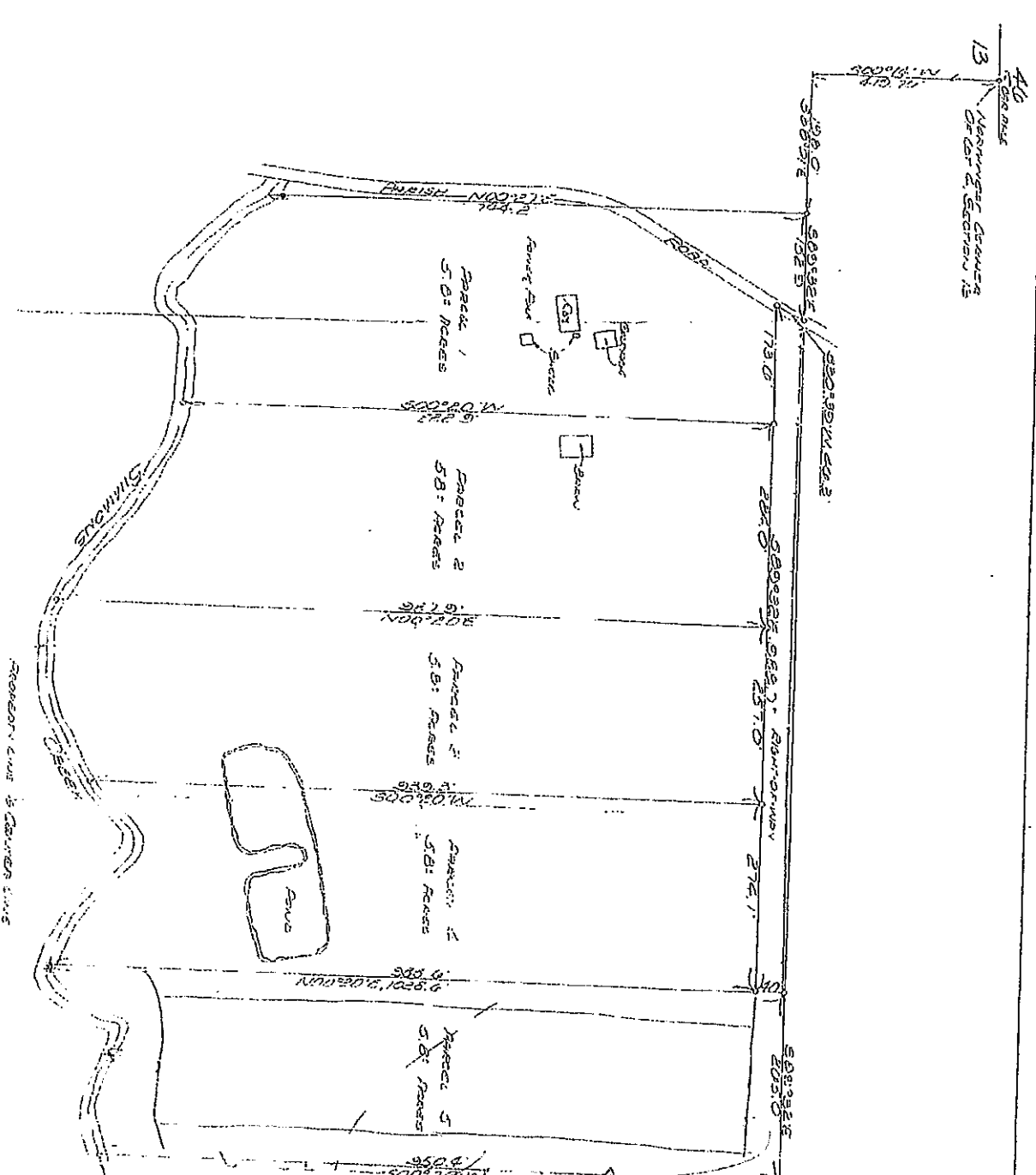
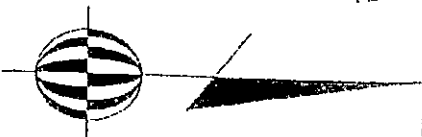
MAP PREPARED 504

LOCATED IN SECTION 13 TOWNSHIP 3 SOUTH RANGE 14 EAST 51  
TERRAIN PARISH, LOUISIANA

E.M.# 432  
501327 - JINSTR

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

REGISTERED LAND SURVEYOR



**IS** LAND SURVEYING CO.  
COVINGTON, LA.

SCALE 1" = 40' APPROX. 10' PER INCH

2007-432  
J.M. JINSTR



**St. Tammany Parish Communications District**

28911 Krentel Road  
Lacombe, LA 70445  
Phone: (985) 898-4911 Fax: (985) 898-4974  
Email: [address@stp911.org](mailto:address@stp911.org)

**REQUEST TO APPROVE ROAD NAME**

Date: 11/8/21

Proposed Road Name: BLUE SKY TR

**Submitted by:**

Name: Helen Lambert

Phone: 985-898-2529

Email: hlambert@stpgov.org

- STP Planning and Development Department
- STP Department of Public Works
- Developer (for subdivisions which have not received Final Plat Approval)
- STP Communications District No. 1
- Municipality \_\_\_\_\_

Disclaimer: This approval form only states that the proposed Road Name does not cause any duplication errors, could not potentially cause a delay in 911 call-taking, and meets the criteria for an appropriate Road Name for use within St. Tammany Parish. This approval form is valid for 60 days after date of approval.

Reviewed by the STP Communications District No. 1

- The STP Communications District No. 1 has no objection to this request.
- The STP Communications District No. 1 objects to this request for the following reasons:

Signed: *Rodney Hart* Date: 11/9/2021  
Rodney Hart, Director

*Approved*

**For Office Use Only:**

**St. Tammany Parish/City Government:**

- Parish/City Ordinance \_\_\_\_\_
- Attached Survey
- (if applicable), list of all property owners with contact information

**911 Office:**

- VOID Date: \_\_\_\_\_
- Completed Date: \_\_\_\_\_
- Map  USPS
- MSAG  Readdressing

**ACT OF DONATION**

**UNITED STATES OF AMERICA**

**BY: MORRELL REVERE WILLIAMS**

**STATE OF LOUISIANA**

**TO: DELOS RAY WILLIAMS, JR.**

**ST. TAMMANY PARISH**

**BE IT KNOWN** that on this 11<sup>th</sup> day of July, 2005, before me, the undersigned Notary Public, duly commissioned and qualified in and for the State of Louisiana, therein residing and in the presence of the witnesses hereinafter named and undersigned,

**PERSONALLY CAME AND APPEARED:**

**MORRELL REVERE WILLIAMS ("Donor")**, a person of the full age of majority, resident of and domiciled in St. Tammany Parish, whose mailing address is 25393 Hwy. 40, Bush, Louisiana 70431; who declared unto me, Notary, under oath, that she has been married but once and then to Delos Williams, Sr., who is deceased,

declared that in consideration of the love and affection she has for her son, she does, by these presents, donate, grant, assign, convey, transfer, set-over, abandon and deliver, with all legal warranties and with full substitution and subrogation in and to all rights, title, interests, and actions of warranty which Donor has or may have against all preceding owners and vendors unto

**DELOS RAY WILLIAMS, JR. ("Donee")**, a person of the full age of majority, resident of and domiciled in the Parish of St. Tammany, whose mailing address is 54 Cutter Place, Abita Springs, Louisiana 70420; who declared unto me, Notary, that he has been married but once and then to JoAnne Williams,

hereby appearing for the purpose of accepting the same and acknowledging delivery and possession thereof the following described property, to-wit:

**PARCEL 1**

A certain tract or parcel of land being located in Section 13, Township 5 South, Range 12 East, St. Tammany Parish, Louisiana.

From the Northwest corner of Lot 4 on the line common to Sections 13 and 46 Township 5 South, Range 12 East, St. Tammany Parish, Louisiana, run South 00 degrees 14 minutes West, 419.76 feet to a point; thence South 88 degrees 01 minutes East, 198.0 feet to a point; thence South 89 degrees 32 minutes East, 152.9 feet to a point; thence 30 degrees 39 minutes West, 46.3 feet to a point; thence South 89 degrees 32 minutes East, 714.6 feet to a point; thence South 00 degrees 20 minutes West, 939.3 feet to a point on the Centerline of Simmons Creek this being the Point of Beginning.

From the Point of Beginning run North 00 degrees 20 minutes East, 939.3 feet to a point; thence South 89 degrees 32 minutes East, 274.1 feet to a point; thence South 00 degrees 20 minutes West, 988.6 feet to a point on the Centerline of Simmons Creek; thence Northwesterly along meander of said Creek back to the Point of Beginning, and including all of minerals thereunder.

St. Tammany Parish 20  
Instrmnt #: 1505832  
Registry #: 1521012 SLM  
07/11/2005 3:45:00 PM  
MB CB X MI UCC

This tract contains 5.8 acres more or less.

Being the same property acquired by Morrell Revere Williams by act of Partition of Real Property signed various dates and recorded at COB 1084, folio 475 in the official records of the Clerk of Court, St. Tammany Parish.

**PARCEL 2**

A certain tract or parcel of land being located in Section 13, Township 5 South, Range 12 East, St. Tammany Parish, Louisiana, and being described as

From the Northwest corner of Lot 4 on the line common to Sections 13 and 46, Township 5 South, Range 12 East, St. Tammany Parish, Louisiana, run South 00 degrees, 12 minutes West, 419.76 feet to a point; thence South 88 degrees, 01 minutes East, 198.0 feet to a point; thence South 89 degrees, 32 minutes East, 152.9 feet to a point this being the Point of Beginning.

From the Point of Beginning run South 30 Degrees, 39 minutes West, 46.3 feet to a point; thence South 89 degrees, 32 minutes East, 988.7 feet to a point; thence North 00 degrees, 20 minutes East, 40 feet to a point; thence North 89 degrees, 32 minutes West, approximately 988.7 feet back to the Point of Beginning, and including all of minerals thereunder.

This is the same property shown on the survey by Jeron R. Fitzmorris, Registered Surveyor, dated April 12, 1982, and identified thereon as "right-of-way".

The property described as Parcel 1 and Parcel 2 above are subject to any and all restrictions, servitudes, easements, rights and obligations created by that certain act of Partition of Real Property signed various dates and recorded in the official records of the Clerk of Court, St. Tammany Parish at COB 1084, folio 475.

**THE UNDERSIGNED NOTARY PUBLIC HAS NOT EXAMINED THE TITLE TO THE ABOVE DESCRIBED PROPERTY AND DOES NOT ASSUME RESPONSIBILITY THEREFORE.**

Donor specifically declares that this donation to DELOS RAY WILLIAMS, JR. is intended to be a donation to the separate estate of DELOS RAY WILLIAMS, JR., and shall not, in any way, become a part of any community property regime in which he may presently, or in the future, have an interest.

Donee, DELOS RAY WILLIAMS, JR, does personally appear herein to accept with gratitude the donation of the hereinabove described property by MORRELL REVERE WILLIAMS.



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

WITNESSES:

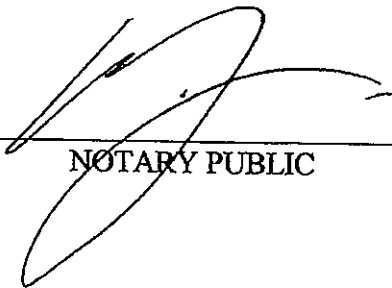
Mitchell D. Scott

Laura Lynn Schubert

Morrell Revere Williams

MORRELL REVERE WILLIAMS,  
DONOR

Delos Ray Williams, Jr.  
DELOS RAY WILLIAMS, JR., DONEE

  
\_\_\_\_\_  
NOTARY PUBLIC

FILED BY: Bayou Title, Inc.  
1160 W. Causeway Approach  
Mandeville, LA 70471  
(985)626-3233  
MD0351-21

ACT OF CASH SALE

BE IT KNOWN, that on this 14th day of July, 2021, before me, the undersigned, a Notary Public, duly commissioned in the Parish and State listed below, and in the presence of the undersigned competent witnesses, personally came and appeared:

Frank Roy Taormina (SS#XXX-XX-4404), a person of the full age of majority and resident of the State of Oregon. The said Frank Roy Taormina being represented herein by and through his agent, Gina Marie Norton, duly authorized pursuant to a power of attorney which is attached hereto and made a part hereof and the principal is alive and the power of attorney has not been revoked. The said Gina Marie Norton knows of her own knowledge that Frank Roy Taormina has been married but twice: first to Patricia Sarradet from whom he was divorced and second to Cheryl Naccari whom is deceased and he has since not been remarried.  
Mailing Address: 75718 Cedar Lane, Clatskanie, Oregon 97016  
("Vendor"),

Vita Maria Taormina Hennessey (SS#XXX-XX-5710), a person of the full age of majority and resident of the State of Oregon. The said Frank Roy Taormina being represented herein by and through his agent, Gina Marie Norton, duly authorized pursuant to a power of attorney which is attached hereto and made a part hereof and the principal is alive and the power of attorney has not been revoked. The said Gina Marie Norton knows of her own knowledge that Vita Maria Taormina Hennessey has been married but once; first to Ryan Hennessey with whom she is presently living and residing; the herein subject property is her separate property.  
Mailing Address: 75718 Cedar Lane, Clatskanie, Oregon 97016  
("Vendor"),

Evan Connor Taormina (SS#XXX-XX-8117), a person of the full age of majority and a resident of the State of Oregon. The said Frank Roy Taormina being represented herein by and through his agent, Gina Marie Norton, duly authorized pursuant to a power of attorney which is attached hereto and made a part hereof and the principal is alive and the power of attorney has not been revoked. The said Gina Marie Norton knows of her own knowledge that Evan Connor Taormina is a single person having never been married.  
Mailing Address: 75718 Cedar Lane, Clatskanie, Oregon 97016  
("Vendor"),

Adrianna Marie Taormina (SS#XXX-XX-2488), a person of the full age of majority and a resident of the State of Oregon. The said Frank Roy Taormina being represented herein by and through his agent, Gina Marie Norton, duly authorized pursuant to a power of attorney which is attached hereto and made a part hereof and the principal is alive and the power of attorney has not been revoked. The said Gina Marie Norton knows of her own knowledge that Adrianna Marie Taormina is a single person having never been married.  
Mailing Address: 75718 Cedar Lane, Clatskanie Oregon 97016  
("Vendor"),

who, being by me first duly sworn, declared that Vendor does, by these presents grant, bargain, sell, convey, transfer, set over, assign, abandon and deliver, with all legal warranties and with full substitution and subrogation in and to all rights and actions of warranty which Vendor has or may have against all preceding owners and vendors, unto:

Michael Elliott (SS#XXX-XX-9840) and Kristina Elliott (SS#XXX-XX-5834), both persons of the full age of majority and residents of the State of Mississippi, who declared, under oath unto me, Notary, that Michael Elliott has been married but twice; first to Cheryl Elliott whom is deceased and second to Kristina Elliott with whom he is presently living and residing; Kristina Elliott has been married but twice, first to David Mascaro from whom she was divorced and second to Michael Elliott with whom she is presently living and residing.  
Mailing Address: 46 Zeno Stewart Road Picayune, Mississippi 39466

EFILE: Registry: 2783912, Instrument #: 2281206, Jul 15, 2021 08:30 AM, St. Tammany Parish, \$110.00, LP, MB CBX MI

a person of the full age of majority and residents of the State of Louisiana, who declared, under oath unto me, Notary, that he has been married but twice; first to with whom he is presently living and residing;

Mailing Address: 46 Zeno Stewart Road Picayune, Mississippi 39466

Kristina Elliot (XXX-XX-5834), , with a mailing address of Lavinghouse Road, Bush, LA 70431 ("Purchaser"),

here present and accepting, purchasing for Purchaser, Purchaser's successors, heirs and assigns, and acknowledging due delivery and possession thereof, all and singular the following described property, to-wit:

A CERTAIN TRACT OR PARCEL OF LAND, together with all the buildings and improvements thereon, and all the rights, ways, means, privileges, servitudes, prescriptions, appurtenances and advantages thereunto belonging or in anywise appertaining thereunto situated in Section 13, Township 5 South Range 12 East, St. Tammany Parish, Louisiana, more fully described as follows, to-wit:

From the Northwest corner of Lot 4 on the line common to Section 13 and 46, Township 5 South, Range 12 East, St. Tammany Parish, Louisiana, run South 00 degrees 14 minutes West, 419.76 feet to a point; thence South 88 degrees 01 minutes East, 198.0 feet to a point; thence South 89 degrees 32 minutes East, 152.9 feet to a point; thence 30 degrees 39 minutes West, 46.3 feet to a point; thence South 89 degrees 32 minutes East, 988.7 feet to a point; thence South 00 degrees 20 minutes West, 988.6 feet to a point on the Centerline of Simmons Creek this being the point of beginning.

From the Point of Beginning run North 00 degrees 20 minutes East, 1028.6 feet to a point; thence South 89 degrees 32 minutes East, 265.0 feet to a point; thence South 00 degrees 20 minutes West, 950.4 feet to a point on the Centerline of Simmons Creek; thence Northwestly along meander of said Creek back to the Point of Beginning, and including all of minerals thereunder.

This tract contains 5.8 acres more or less.

The above description is in accordance with a Survey by Jeron Fitzmorris, Registered Surveyor, dated April 12, 1982.

A 1/5 INTEREST IN THE GREENBELT AND ROADWAY, DESCRIBED AS FOLLOWS:

A CERTAIN TRACT OF PARCEL OF LAND, being located in Section 13, Township 5 South, Range 12 East, St. Tammany Parish, Louisiana, and being described as follows, to-wit:

From the Northwest corner of Lot 4 on the line common to Sections 13 and 46, Township 5 South, Range 12 East, St. Tammany Parish, Louisiana, run South 00 degrees, 12 minutes West 419.76 feet to a point; thence South 88 degrees, 01 minutes East 198.0 feet to a point; thence South 89 degrees 32 minutes East, 152.9 feet to a point this being the Point of Beginning.

From the point of beginning run South 30 degrees, 39 minutes West, 46.3 feet to a point; thence South 89 degrees, 32 minutes East, 988.7 feet to a point; thence North 00 degrees 20 minutes East, 40 feet to a point; thence North 89 degrees 32 minutes West, approximately 988.7 feet back to the Point of Beginning, and including all minerals thereunder.

This is the same property shown on the survey by Jeron R. Fitzmorris, Registered Land Surveyor dated April 12, 1982 and identified thereon as "right of way".

Being the same property acquired by Frank Roy Taormina, Vita Maria Taormina Hennessey, Evan Connor Taormina and Adrianna Marie Taormina by Judgment of Possession in the Succession of Cheryl Naccari Taormina, in 22nd JDC, St. Tammany Parish, State of Louisiana as Docket number 2016-30637 filed July 26, 2016, recorded July 27, 2016 as Instrument 2031591 in St. Tammany Parish Louisiana.

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

This sale is made and accepted for and in consideration of the price and sum of **Fifty Thousand And No/100 (\$50,000.00) DOLLARS** cash, which Purchaser has well and truly paid, in ready and current money, to Vendor, who hereby acknowledges the sufficiency and receipt thereof and grants full acquittance and discharge therefor.

The Property is sold subject to any and all applicable covenants, conditions, restrictions, servitudes, rights of way, outstanding mineral interests and other matters which may appear in the chain of title of title or elsewhere in the public records of Saint Tammany Parish, Louisiana, including without limitation of the following:

1. The Company will not insure the square footage or amount of acreage of the land.

The reference to or enumeration of which shall not serve to interrupt or revive prescription thereon, recognize the validity thereof, or acknowledge, ratify or confirm same.

All ad valorem taxes due the Parish of Saint Tammany up to and including the taxes due and payable in the year 2020 have been paid. The responsibility for the adjustment of any tax proration is assumed by Vendor and Purchaser. The responsibility for the application for a homestead exemption and/or the payment of taxes due in the year 2021 and all future years is assumed by Purchaser.

Vendor and Purchaser acknowledge that the Conveyance and Mortgage Certificates are open, undated and unsigned and relieve and release Bayou Title, Inc., its members, managers, officers, agents and employees and the undersigned Notary Public from any and all responsibility in connection therewith. Vendor and Purchaser waive the production of Mortgage, Conveyance and Tax Research Certificates and relieve and release Bayou Title, Inc., its members, managers, officers, agents and employees and the undersigned Notary Public from any and all responsibility in connection with the non-production of same.

Vendor and Purchaser acknowledge that a current survey has not been produced in connection with this transaction and relieve and release Bayou Title, Inc., its members, managers, officers, agents and employees and the undersigned Notary Public from any and all responsibility for fence misalignments, servitudes, rights of way, encroachments, discrepancies in dimensions, rights of parties in possession and any and all other matters which might be disclosed on a current survey.

Vendor and Purchaser covenant and agree that the Property and all buildings, improvements and component parts thereon, and plumbing, electrical systems, mechanical equipment, heating and air conditioning systems, built-in appliances and all other items located on or in the Property are conveyed by Vendor and accepted by Purchaser "AS IS, WHERE IS", and "WITH ALL FAULTS," without any warranty of any kind whatsoever, even as to metes and bounds, the operation or suitability of such property for the use intended by purchaser, and without regard to the presence of apparent or hidden defects and with purchaser's full and complete waiver of any and all rights for the return of all or any part of the purchase price by the reason of any such defects. Purchaser acknowledges and declares that neither vendor nor any party whomsoever, acting or purporting to act in any capacity whatsoever on behalf of vendor, has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise, and upon which purchaser has relied, concerning the existence or non-existence of any quality, characteristic or condition of the property. Without limiting the foregoing, purchaser acknowledges and declares that neither vendor nor any party whomsoever, acting or purporting to act in any capacity whatsoever on behalf of vendor, has made any representation or warranty as to, and purchaser expressly waives any warranty as to: (a) the quality, nature, adequacy or physical condition of the property including, but not limited to, the structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities or the electrical, mechanical, hvac, plumbing, sewage or utility systems, facilities or appliances at the property, if any; (b) the quality, nature, adequacy or physical condition of soils, sub-surface support or ground water at the Property; (c) the existence, quality, nature, adequacy or physical conditions of any utilities serving the property, or access thereto; (d) the development potential of the Property or its habitability, marketability, fitness, suitability or adequacy for any particular purpose; (e) the zoning classification, use or other legal status of the Property; (f) the property's, or its operations' compliance with any applicable codes, laws, regulations, statutes, ordinances, covenants, setback requirements, conditions or restrictions of any governmental or quasi-governmental entity or of any other person or entity; (g) the quality of any labor or materials relating in any way to the property; or (h) the nature, status and extent of any right of way, servitude, lease, right of redemption, possession, lien, encumbrance, license, reservation, covenant, condition, restriction or any other matter affecting title to the Property. Purchaser has had full, complete and unlimited access to the property for all tests and inspections which Purchaser, in Purchaser sole discretion, deems sufficiently diligent for the protection of Purchaser's interests. Purchaser expressly waives the warranty of fitness and the warranty against redhibitory vices and defects, whether apparent or latent, imposed by LSA - C.C. art. 2475, any other applicable state or federal law and the jurisprudence thereunder. Purchaser also waives any rights it may have in redhibition or to a reduction of the purchase price pursuant to LSA - C.C. arts. 2520 through 2548, inclusive, in connection with the property. Purchaser declares and acknowledges that these waivers have been brought to Purchaser's attention and explained in detail and that Purchaser has voluntarily and knowingly consented to these waivers. By its signature, purchaser expressly acknowledges all such waivers. Without limiting the foregoing, purchaser releases Vendor from any and all claims, demands, causes of action, judgments, losses, damages, liabilities, costs and expenses (including attorney's fees whether suit is instituted or not), whether known or unknown, liquidated or contingent (claims) arising from or related to (a) any defects, errors or omissions in the design or construction of the property, whether the same are a result of negligence or otherwise; (b) other conditions (including environmental conditions) affecting the property, patent or latent, whether the same are as a result of negligence or otherwise; (c) Purchaser's ability or inability to obtain or maintain building permits, either temporary or final certificates of occupancy or other licenses for the use or operation of the property and/or certificates of compliance for the property; (d) the actual or potential income or profits to be derived from the Property; or (e) the real estate taxes or assessments now or hereafter payable thereon. The release set forth in this paragraph specifically includes any claims under any environmental laws, under the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.), or with respect to any environmental risk. "Environmental laws" include without limitation, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §6901, et seq.), the Emergency Planning and Community Right to Know Act (42 U.S.C. §110, et seq.), the Clean Air Act (42 U.S.C. §7401, et seq.), the Clean Water Act (33 U.S.C. §1251 et seq.), the Toxic Substances Control Act (15 U.S.C. §260,1 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §1801, et seq.), the Occupational Safety and Health Act (29 U.S.C. §651, et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §136, et seq.), the Safe Drinking Water Act (42 U.S.C. §300, et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601, et seq.), the Louisiana Environmental Quality Act (LSA -R.S. 30:2001, et seq.) and the Superfund Amendment and Reauthorization Act, as any of the same may be amended from time to time, and any state or local law dealing with environmental matters, and any regulation, order, rule, procedure, guideline and the like promulgated in connection therewith, regardless of whether the same are in existence on the date of this act. "Environmental risk" consists of any risk to persons or the environment, including without limitation (a) the presence of any friable, damaged asbestos upon the property; and/or (b) the release or discharge of any "hazardous substance" or "hazardous waste"

SPECIAL POWER OF ATTORNEY

STATE OF OREGON

COUNTY OF *Clatsop*

Date: JUNE 14, 2021

Before me, a Notary Public, duly commissioned and qualified in and for the above-indicated State and Parish (County), and in the presence of the undersigned witnesses, personally came and appeared the hereinafter named and undersigned PRINCIPAL'S, who declared under oath that they are of the legal age and their marital status is as hereinafter set forth, and further that they do by these presents make, name, ordain, constitute and appoint the hereinafter named AGENT and ATTORNEY-IN-FACT (hereinafter referred to as AGENT), of the full age of majority, to be their true and lawful AGENT, hereby giving and granting unto said AGENT full power and authority, for them, and in their name, place and stead, to do and perform all the things and acts specified herein and in the numbered paragraph (s) indicated or completed below.

PRINCIPAL further authorizes and empowers their said AGENT to do and perform any and every act, matter and thing whatsoever, or shall or may requisite and necessary in order to effectuate the purposes for which this power of attorney is granted, or fully and with like effect as if PRINCIPAL'S have been personally present and had done any such thing, performed any such act, and/or had signed all and any such document, deed, role, contract, application or other agreement, PRINCIPAL'S, hereby ratifying and confirming any and all things done by their said AGENT and adopting them as their own act and deed.

PRINCIPAL'S further expressly stipulates that any ambiguities which may arise in the interpretation hereof shall be liberally construed so as to effectuate the purposes hereof and to validate all things done by AGENT. Whenever used herein, the singular number shall include the plural, and the masculine gender shall include all genders.

THIS POA SHALL NOT BE EFFECTED BY THE DISABILITY, INCOMPETENCY OR INCAPACITY OF THE PRINCIPAL IN ACCORDANCE WITH STATE LAW.

The purpose for which this power of attorney is granted is:

- I.  Applicable
- Not Applicable

To direct, instruct, authorize and permit AGENT to sign any and all documents in connection with to sell, partition, donate and/or dispose and deliver the hereinafter described real estate, and/or all of PRINCIPAL'S right, title and interest therein, with warranty of title and with subrogation of all actions of warranty, unto any person, firm or corporation or association, for such price and on such terms and conditions as AGENT may deem proper, to pay and discharge any and all charges, expenses and encumbrances in connection therewith, and to receive and receipt for the selling price, and waived any and all usufructuary rights to which principal is entitled, and to execute any documents necessary, including succession pleadings, to accomplish these ends.

- II.  Applicable
- Not Applicable

To direct, instruct, authorize and permit AGENT to purchase the hereinafter described real estate for the price and sum deemed necessary to purchase.

- III.  Applicable
- Not Applicable

To direct, instruct, authorize and permit AGENT to borrow, the total sum of 50 said loan to be evidenced by PRINCIPAL'S promissory note and secured by vendor's lien and/or mortgage on the hereinafter described real estate, or PRINCIPAL'S undivided interest therein.

In the event that paragraphs II and/or III hereinabove shall be applicable, PRINCIPAL does hereby expressly authorize AGENT:

- (a) To execute the necessary sale and resale or act of mortgage to create a vendor's lien in favor of any building and loan association, and/or to execute any set of sale and/or mortgages, conventional mortgages, or any form of mortgage required to obtain mortgage loan insurance or loan guarantees from the Veterans Administration or Federal Housing Administration, on such form and on such terms and conditions as the lender shall require, the said instrument to contain all usual Louisiana security clauses, including by way of example, but not limited to, confession of judgment, waiver of appraisalment, waiver of homestead exemption from seizure, and pact de non alienando.
- (b) To make, execute and deliver in PRINCIPAL'S name a promissory note in the amount of the credit portion of the purchase price or the amount of the loan, said note to be payable at such maturity and as such rate of interest and on such terms and conditions as AGENT shall deem proper. AGENT may increase or decrease the amount of the note, not to exceed ten (10.00%) percent.
- (c) In the event that any loan is obtained from a building and loan association, to subscribe to shares of stock in said association and to pledge same to secure the loan, and to agree to comply with all of the provisions of the charter, by-laws, and rules and regulations of such building and loan association, and all other things as such building and loan association shall require.
- (d) To obligate PRINCIPAL jointly and in solido in the event that there are other borrowers or purchasers.

(as defined by any environmental laws) onto or from the property of such a nature or to such an extent as to require clean-up under applicable law.

Purchaser(s):

Michael Elliott  
Michael Elliott  
Kristina Elliott  
Kristina Elliott

THUS DONE AND PASSED in my office in Saint Tammany Parish, Louisiana, on the day, month and year herein above first written, in the presence of the undersigned competent witnesses, who hereunto sign their names with Vendor and Purchaser and me, Notary Public, after due reading of the whole.

WITNESSES:

Walter M. Bisset  
Print Name: WALTER M. BISSET  
Anielle Viret  
Print Name: Anielle Viret

VENDOR(S):

Gina Marie Norton  
Frank Roy Taormina by Gina Marie Norton as Agent & Attorney in Fact  
Gina Marie Norton  
Vita Maria Taormina Hennessey by Gina Marie Norton as Agent & Attorney in Fact  
Gina Marie Norton  
Evan Connor Taormina by Gina Marie Norton as Agent & Attorney in Fact  
Gina Marie Norton  
Adrianna Marie Taormina by Gina Marie Norton as Agent & Attorney in Fact

PURCHASER(S):

Michael Elliott  
Michael Elliott  
Kristina Elliott  
Kristina Elliott



Charmagne S. Simon, Bar #24889  
NOTARY PUBLIC  
STATE OF LOUISIANA  
PARISH OF ST. TAMMANY  
My Commission Expires Upon Death

Notary Public

Title Ins. Prod.: Bayou Title, Inc.  
Address: 1160 W. Causeway Approach, Mandeville, LA 70471  
Prod. Lic. No.: 257049  
Title Ins. Underwriter: WFG National Title Insurance Company  
Title Opinion By: Charmagne S Simon LA Bar Roll No.: 24889

**AFFIDAVIT OF SMALL SUCCESSION**

**OF BENJAMIN F. REVERE, JR.**

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

On this 19 day of June, 2019,

BEFORE ME, the undersigned Notary Public, personally came and appeared:

MELISSA M. SIFFERT

and

NANETTE REVERE

Hereinafter referred to as Affiants, both persons of the full age of majority, and both domiciled in the Parish of St. Tammany, State of Louisiana, who after being duly sworn, did depose and state:

Affiants are personally acquainted with the decedent BENJAMIN F. REVERE, JR. and his family. They are knowledgeable concerning the facts stated herein and attest that MELISSA M. SIFFERT is the sole heir of decedent.

Affiants make this affidavit pursuant to LA C.C.P. Art. 3431 et seq.

At the time of his death, decedent BENJAMIN F. REVERE, JR. was domiciled at 25393 HWY 40, Bush, Louisiana 70431, in the Parish of St. Tammany, State of Louisiana. Decedent died testate on May 21, 2018 at 25393 Hwy 40, Bush, LA 70431 as will appear from the death certificate attached hereto and made a part hereof. The Social Security number of decedent is [REDACTED] 5977. Decedent was single at the time of his death.

The following is the name, address and social security number of Affiant, MELISSA M. SIFFERT, the sole heir of decedent.

St. Tammany Parish 2347  
Instrmt #: 2177424  
Registry #: 2657157 jar  
10/4/2019 8:42:00 AM  
NB CB X MI UCC

Name	Address	Last 4 of ssn
MELISSA M. SIFFERT	25393 HWY 40 BUSH LA 70431	***-**-7558

Decedent left immovable property and movable property. The following is a brief description of the property left by the decedent showing the value of each and the aggregate value of all the property belonging to the estate at the time of the decedent's death.

ASSETS:

IMMOVABLE PROPERTY:

A certain tract or parcel of land being located in Section 13, Township 5 South, Range 12 East, St. Tammany Parish, Louisiana.

From the Northwest corner of Lot 4 on the line common to Sections 13 and 46, Township 5 South, Range 12 East, St. Tammany Parish, Louisiana, run South 00 degrees 14 minutes West, 419.76 feet to a point; thence South 88 degrees 01 minutes East, 198.0 feet to a point; thence South 00 degrees 27 minutes West, 744.2 feet to a point on the Centerline of Simmons Creek this being the POINT OF BEGINNING.

From the POINT OF BEGINNING, run North 00 degrees 27 minutes East, 744.2 feet to a point; thence South 89 degrees 32 minutes East, 152.9 feet to a point; thence South 30 degrees 39 minutes West, 46.3 feet to a point; thence South 89 degrees 32 minutes East 173.6 feet to a point; thence South 00 degrees 20 minutes West, 822.9 feet to a point on the Centerline of Simmons Creek; thence Northwesterly along meander of said Creek back to the Point of Beginning, and including all of minerals thereunder.

This tract contains 5.8 acres, more or less. This description is in accordance with a survey by Jeron Fitzmorris, Registered Surveyor, dated April 12, 1982 and identified thereon as Parcel 1.

VALUE: \$78,000.00

MOVABLE PROPERTY:

14 Lake Jon 2 Boat #WNS4192M7814UKJ LA-4461-EA	\$300.00
--	----------



Ford Truck VIN#FTRF12238KC57745	\$500.00
Boat Trailer #802512 #447603	\$250.00
Ford Tractor 2635 LG	\$500.00
UT #E799484 VIN #4K8AX081031A07572.	\$500.00
<b>TOTAL ASSETS:</b>	<b>\$80,550.00</b>

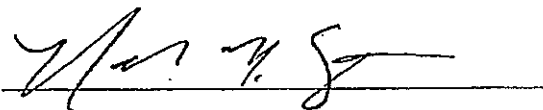
As the only heir of decedent, MELISSA M. SIFFERT is entitled to all the property left by decedent, BENJAMIN F. REVERE, JR., both movable and immovable.

MELISSA M. SIFFERT accepts the succession of the decedent as evidenced by her signature hereinbelow.

Affiants understand that Article 3434 of the LA Code of Civil Procedure (1) instructs all banks, financial institutions, trust companies, warehousemen or other depository, or any person having property in his or her possession or under her control, upon receipt of a multiple original of this affidavit, to pay or deliver any money or property of the deceased, as more particularly described herein; (2) instructs any domestic or foreign corporation, and the transfer agent for such corporation, upon receipt of a multiple original of this affidavit, to transfer any stock or registered bonds in the name of the deceased and described herein, to the heirs of the deceased and surviving spouse, if any, in the percentages listed herein; and (3) provides that receipt of such money or property by the heir named herein constitutes a full release and discharge of the payor for the payment of money or delivery of property made under the provisions of said Article 3434.

The making of or swearing to a false affidavit is punishable by civil and criminal penalties under the Louisiana law.

Affiants hereby acknowledge and swear under penalty of perjury that the information contained in this affidavit is true, correct and complete to the best of their knowledge, information and belief.

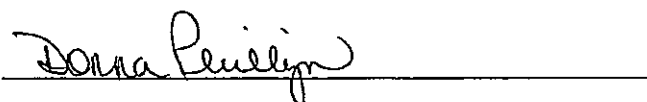


Affiant: MELISSA M. SIFFERT



Affiant: NANETTE REVERE

SWORN TO AND SUBSCRIBED BEFORE ME,  
NOTARY PUBLIC, duly commissioned for the  
State of Louisiana on this 19 day of June, 2019.



Donna Phillips

Notary #79774

Commission expires at death

COVINGTON, LOUISIANA

DECEMBER 16, 2008

**LAST WILL AND TESTAMENT  
OF  
BENJAMIN F. REVERE, JR.**

I, **Benjamin F. Revere, Jr.**, do hereby make this my Last Will and Testament, revoking all prior Wills and Codicils.

I was born on July 9, 1940 in New Orleans, Louisiana. I have never been married and no children have been born to me, nor have I adopted anyone.

Article I.

I leave all of the property of which I die possessed, including but not limited to that tract of immovable property bearing the municipal address 81320 Lavinghouse Road, Bush, Louisiana 70431, including all of the improvements, contents and equipment thereon, to Melissa M. Siffert, who was born September 11, 1976 in Guantanamo Bay, Cuba.

Article II.

I name and appoint Melissa M. Siffert, as Executrix of my estate with full seisin and without bond. If for any reason she is unwilling or unable to serve or to continue to serve as such, then as successor I name and appoint Nanette W. Revere, as Executrix of my estate with full seisin and without bond.

Article III.

I hereby provide that my Succession Representative shall serve as an Independent Executrix with all of the rights, powers and authority of an independent succession representative permitted by the law of Louisiana at the time of my death.

Article IV.

Any legatee who dies simultaneously with me or in circumstances that render it difficult to determine who survived the other shall be deemed to have died before me. Further, pursuant to Article 1521 of the Louisiana Civil Code, I specifically provide that if any legatee provided for herein does not survive me by six (6) months, then any such legatee shall be considered as having predeceased me. However, as to the legitime of any legatee who is determined to be my forced heir at the date of my death, then this survivorship condition shall apply only if my forced heir dies without descendants, or if my forced heir dies with descendants and neither my forced heir nor his descendants survive me by the six (6) month period.

Article V.

I dispense entirely with the obligation of collation and therefore any donations that I shall have made during life or at my death to a descendant of mine are to be considered as extra portions, unless I shall have provided specifically in writing to the contrary.

Article VI.

As used herein, unless clearly indicated to the contrary, the masculine gender may

  
Benjamin F. Revere, Jr., Testator

include feminine and/or neutral genders, the singular may be read as the plural and/or the plural may be read as the singular.

IN WITNESS WHEREOF, I have signed on each page and declared this to be my Last Will and Testament in the presence of the Notary Public and the witnesses hereafter named and undersigned, in Covington, Louisiana on this 16<sup>th</sup> day of December, 2008.

*Benjamin F. Revere, Jr.*  
Benjamin F. Revere, Jr., Testator

In our presence the Testator has declared or signified that this instrument is his Last Will and Testament and has signed it at the end and on each other separate page, and in the presence of the Testator and each other we have hereunto subscribed our names on this 16<sup>th</sup> day of December, 2008.

*Benjamin F. Revere, Jr.*  
Benjamin F. Revere, Jr., Testator

Witness:

*Ty S Cox*  
[Signature]

*Mae M. Williams*  
[Signature]

Timothy S Cox  
[Print Name]

Mae M. Williams  
[Print Name]

*Amanda W. Cox*  
Amanda W. Cox, Attorney at Law  
Notary Public (La. Bar No.30877)  
My commission is for life.

*Benjamin F. Revere, Jr.*  
Benjamin F. Revere, Jr., Testator

CERTIFICATION OF DEATH

BIRTH NUMBER: 6059439 STATE FILE NUMBER: 2018-017-00599

6059439

<b>DECEDENT</b>		DECEDENT'S NAME - (LAST, FIRST, MIDDLE, SUFFIX) REVERE JR., BENJAMIN FRANKLIN	DATE OF BIRTH 07/09/1940	DATE OF DEATH 05/21/2018	TIME OF DEATH 11:07 AM
		PLACE OF BIRTH - (CITY, STATE, COUNTRY) NEW ORLEANS, LA UNITED STATES	SEX MALE	SOCIAL SECURITY NUMBER 5977	AGE 77 YEARS
<b>PERSONAL</b>		DECEDENT'S ALIAS NAME(S) - (LAST, FIRST, MIDDLE, SUFFIX):		WITHIN CITY LIMITS? NO	PARISH/COUNTY ST TAMMANY
		RESIDENCE OF DECEDENT - (STREET ADDRESS, CITY, STATE, ZIP CODE, COUNTRY) 81320 LAVINGHOUSE RD., BUSH, LA 70431 UNITED STATES		INDUSTRY OF OCCUPATION SCHOOL BOARD	
		EVER IN U.S. ARMED FORCES? NO	OCCUPATION MAINTENANCE		
		MARRIAGE STATUS NEVER MARRIED		NAME OF SURVIVING SPOUSE (LAST, FIRST, MIDDLE, SUFFIX)	
		FATHER/PARENT NAME - (LAST, FIRST, MIDDLE, SUFFIX) REVERE SR., BENJAMIN FRANKLIN	FATHER/PARENT PLACE OF BIRTH - (CITY, STATE, COUNTRY) BUSH, LA UNITED STATES		
		MOTHER/PARENT NAME - (LAST, FIRST, MIDDLE, SUFFIX) JENKINS, NINA MAE	MOTHER/PARENT PLACE OF BIRTH - (CITY, STATE, COUNTRY) BUSH, LA UNITED STATES		
		INFORMANT'S NAME - (LAST, FIRST, MIDDLE, SUFFIX) SIFPERT, MELISSA	RELATIONSHIP TO DECEDENT NIECE	INFORMANT'S ADDRESS 25393 HWY 40, BUSH, LA 70431 UNITED STATES	
		EDUCATION: HIGH SCHOOL GRADUATE, OR GED COMPLETED			
		OF HISPANIC ORIGIN?: NO, NOT SPANISH/HISPANIC/LATINO			
		RACE: WHITE			
<b>DEATH INFO</b>		PLACE OF DEATH	FACILITY NAME		
		OTHER SISTER'S RESIDENCE			
		FACILITY ADDRESS - (STREET ADDRESS, CITY, STATE, ZIP CODE, COUNTRY) 25393 HWY 40, BUSH, LA 70431 UNITED STATES		PARISH/COUNTY ST TAMMANY	
<b>DISPOSITION</b>		METHOD OF DISPOSITION		PLACE OF DISPOSITION LAVINGHOUSE CEMETERY	
		BURIAL			
		PLACE OF DISPOSITION - (CITY, STATE, COUNTRY) BUSH, LA UNITED STATES		DATE OF DISPOSITION 05/21/2018	
<b>FUNERAL FACILITY</b>		FUNERAL FACILITY NAME E.J. FIELDING FUNERAL HOME, INC.	ADDRESS OF FUNERAL FACILITY 2260 W 21ST AVE., COVINGTON, LA 70433 UNITED STATES		
		NAME OF FUNERAL DIRECTOR (LAST, FIRST, MIDDLE, SUFFIX) TANNER, WAYNE	LICENSE NUMBER U1343	CORONER NOTIFIED? Y	
		SIGNATURE OF FUNERAL DIRECTOR *e-sign*	DATE 5/30/2018		
<b>MEDICAL INFO</b>		MANNER OF DEATH NATURAL			
		IF FEMALE? NO		NOT APPLICABLE	
		DID TOBACCO USAGE CONTRIBUTE TO DEATH? NO			
<b>CAUSE OF DEATH</b>		PART I. Enter the chain of events - diseases, injuries, or complications - that directly caused the death. DO NOT enter terminal events such as cardiac arrest, respiratory arrest, or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE.			APPROXIMATE INTERVAL Onset to Death UNK
		IMMEDIATE CAUSE - (Final disease or condition resulting in death) a. ALZHEIMER'S DEMENTIA			
		Sequentially list conditions, if any, leading to the cause listed on line a.			
		Enter the UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST			
		PART II. Enter other significant conditions contributing to death but not resulting in the underlying cause given in PART I.			
		WAS AN AUTOPSY PERFORMED? NO		FINDINGS USED IN DETERMINING CAUSE? NOT APPLICABLE	
<b>INJURY INFORMATION</b>		PLACE OF INJURY	DATE OF INJURY	TIME OF INJURY	INJURY AT WORK
		LOCATION OF INJURY - (STREET ADDRESS, CITY, STATE, ZIP CODE, COUNTRY)			IF TRANSPORTATION INJURY, SPECIFY:
		PARISH/COUNTY			
		DESCRIBE HOW INJURY OCCURRED:			
<b>CERTIFIER</b>		I CERTIFY THAT I ATTENDED THE DECEDENT FROM 1/14/2018 TO 5/21/2018 AND THAT DEATH OCCURRED ON THE DATE AND HOUR STATED AND DUE TO THE CAUSE(S) AND MANNER STATED			
		SIGNATURE OF CERTIFIER: *e-sign*	DATE 5/30/2018		
		CERTIFIER NAME - (LAST, FIRST, MIDDLE, SUFFIX) DELCHAM, ARLETTE			
		CERTIFIER TITLE: CERTIFYING PHYSICIAN			
		CERTIFIER ADDRESS - (STREET ADDRESS, CITY, STATE, ZIP CODE, COUNTRY) 725 W. 11TH AVE., COVINGTON, LA 70433 UNITED STATES			
		BURIAL TRANSIT PERMIT 207666	PARISH OF ISSUE ORLEANS	DATE OF ISSUE 05/23/2018	DATE FILED WITH REGISTRAR 5/30/2018
<b>REGISTRAR</b>		SIGNATURE OF REGISTRAR DEVIN GEORGE *e-sign*			

ISSUED BY: Audler, Mario L.

Issued On: 5/31/2018 10:41:43 AM



006059439

I CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF A CERTIFICATE OR DOCUMENT REGISTERED WITH THE VITAL RECORDS REGISTRY OF THE STATE OF LOUISIANA, PURSUANT TO LSA - R.S.40:32, ET SEQ.

A REPRODUCTION OF THIS DOCUMENT IS VOID AND INVALID UNLESS IT BEGINS WITH THIS ACCEPT

Devin George  
DEVIN GEORGE  
STATE REGISTRAR



DARLENE ADDISON, Wife of/and  
JOSEPH A. MESSINA

645353

22ND JUDICIAL DISTRICT COURT

VERSUS NO. 86-12475 "A"

ANNIE GALLOWAY JENKINS SCHECH,  
ANNIE LLOYD, H. GARFIELD LLOYD,  
UNION LAND AND TIMBER COMPANY,  
UNION NAVAL STORES COMPANY, NEW  
ORLEANS NAVAL STORES COMPANY, PEARL  
RIVER NAVAL STORES COMPANY, JEFFERSON  
D. CHASON, DILLARS D. DURHAM, THOMAS  
J. RHODES, C. W. BUSH, THOMAS AND  
MITCHELL, WARREN THOMAS, OSCAR L.  
MITCHELL, JONES AND PICKETT, JONES  
AND COMPANY, JESSE M. ABNEY and  
THOMAS BENNETT JENKINS

PARISH OF ST. TAMMANY

STATE OF LOUISIANA

FILED: Feb 9, 1989

*Jean S. Carato*  
DEPUTY CLERK

J U D G M E N T

113706

This cause came on this date to be heard.

PRESENT: James J. Whittenburg, Attorney for Petitioner;

Gary P. Duplechain, Attorney appointed to represent  
the absent defendants.

After hearing the pleadings, evidence and argument of counsel,  
and considering the preliminary defaults entered herein against Annie  
Galloway Jenkins Schech and Annie Schech Lloyd, the law and the evidence  
entitling petitioners to the relief prayed for, for the reasons this day  
orally assigned:

IT IS ORDERED, ADJUDGED AND DECREED that there be judgment herein  
in favor of petitioners, Darlene Addison, wife of/and Joseph A. Messina,  
and against defendants, Annie Galloway Jenkins Schech and Annie Schech  
Lloyd, and against defendants, H. Garfield Lloyd, Thomas J. Rhodes, C. W.  
Bush, Jesse M. Abney, Thomas Bennett Jenkins, Warren Thomas and Oscar L.  
Mitchell, if they be alive, and/or their spouses, heirs, legatees,  
successors, administrators, executors and assigns, if they be dead, and  
Union Naval Stores Company, Pearl River Naval Stores Company, Thomas and  
Mitchell, Jones and Company, New Orleans Naval Stores, Union Land and  
Timber Company and Jones and Pickett, recognizing petitioners as the owners  
and declaring that the defendants have no claim of ownership of the  
following described property, to-wit:

PARCEL I

ALL THAT CERTAIN LOT OR PARCEL OF GROUND, together with  
all buildings and improvements thereon, and all the

003302

84R-965

JAMES J. WHITTENBURG  
ATTORNEY AT LAW  
P.O. BOX 2647  
SLIDELL, LOUISIANA 70459

SLIDELL - 646-4728  
NEW ORLEANS - 388-9377  
COVINGTON - 892-1948  
(AREA CODE 504)

rights, ways, means, privileges, servitudes, appurtenances, advantages and component parts thereunto belonging or in anywise appertaining, lying and being situated in Section 13, Township 5 South, Range 12 East, St. Tammany Parish, Louisiana.

From the Northwest corner of Lot 4 on the line common to Sections 13 and 46, Township 5 South, Range 12 East, St. Tammany Parish, Louisiana, run South 00 degrees 14 minutes West, 419.76 feet to a point; thence South 88 degrees 01 minutes East, 198.0 feet to a point; thence South 89 degrees 32 minutes East, 152.9 feet to a point; thence South 30 degrees 39 minutes West, 46.3 feet to a point; thence South 89 degrees 32 minutes East, 173.6 feet to a point; thence South 00 degrees 20 minutes West, 822.9 feet to a point on the Centerline of Simmons Creek this being the Point of Beginning.

From the Point of Beginning, run North 00 degrees 20 minutes East, 822.9 feet to a point; thence South 89 degrees 32 minutes East, 284.0 feet to a point; thence South 00 degrees 20 minutes West, 987.9 feet to a point on the Centerline of Simmons Creek; thence Northwesterly along meander of said Creek back to the Point of Beginning.

Containing 5.8 acres of land, more or less.

All in accordance with survey by Land Surveying, Inc., Surveyors, dated October 25, 1984, Number 3696.

PARCEL II

A CERTAIN TRACT OR PARCEL OF LAND being located in Section 13, Township 5 South, Range 12 East, St. Tammany Parish, Louisiana and being described as:

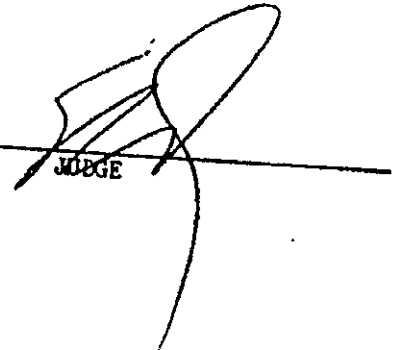
From the Northwest corner of Lot 4 on the line common to Sections 13 and 46, Township 5 South, Range 12 East, St. Tammany Parish, Louisiana, run South 00 degrees, 12 minutes West 419.76 feet to a point; thence South 88 degrees, 01 minutes East, 198.0 feet to a point; thence South 89 degrees, 32 minutes East, 152.9 feet to a point, this being the Point of Beginning:

From the Point of Beginning run South 30 degrees, 39 minutes West, 46.3 feet to a point; thence South 89 degrees, 32 minutes East, 988.7 feet to a point; thence North 00 degrees, 20 minutes East, 40 feet to a point; thence North 89 degrees, 32 minutes West, approximately 988.7 feet back to the Point of Beginning, and including all of minerals thereunder.

JUDGMENT READ, RENDERED AND SIGNED in Open Court in Covington, Louisiana, this 9th day of February, 1987.

STATE OF LOUISIANA  
PARISH OF ST. TAMMANY  
I certify that this instrument was filed  
and recorded at 11:10 A.M. on Feb 9 1987  
in Vol. 100 of the official records  
page 300 of the official records  
Jean S. Carito Deputy

LUCY REID RAUSCH  
Clerk of Court

  
JUDGE

ALL COSTS PAID

James C. Reuser  
By Clerk 22nd Jud. Dist. Court  
St. Tammany Parish, La.

000303

## Administrative Comments

An Ordinance to officially name the 46.3 Foot access identified on the attached survey to Blue Sky Trail (Ward 5, District 6).