

ST. TAMMANY PARISH COUNCIL

RESOLUTION

RESOLUTION COUNCIL SERIES NO: C-4859

COUNCIL SPONSOR: MR. DEAN

PROVIDED BY: COUNCIL OFFICE

RESOLUTION TO VACATE, IN PART, THE SIX (6) MONTH MORATORIUM ON THE ISSUANCE OF PERMITS BY THE PARISH DEPARTMENT OF PLANNING AND DEVELOPMENT/PERMITS FOR THE CONSTRUCTION OR PLACEMENT OF ANY BUILDING STRUCTURES ON PROPERTY IN SECTION 14, TOWNSHIP 7 SOUTH, RANGE 10 EAST, LOCATED WITHIN A PORTION OF THE BAYOU DE ZAIRE BASIN AND A PORTION OF THE FLOWERS BAYOU BASIN SOUTH OF I-12 BEING THE STORM SEWER SYSTEM THAT FLOWS INTO THE FLOWERS BAYOU BASIN, WARD 1, DISTRICT 1.

WHEREAS, on April 6, 2017 the Parish Council adopted Ordinance C. S. No. 17-3723 imposing a six (6) month moratorium on receipt of submissions by the Parish Planning and Zoning Commission for the re-subdivision or re-zoning of property and/or on the issuance of permits by the Parish Department of Planning and Development/Permits for the construction or placement of any building structures on property within a portion the Bayou De Zaire Basin and a portion of the Flowers Bayou Basin south of I-12 being the storm sewer system that flows into the Flowers Bayou Basin; and

WHEREAS, on June 2, 2016 the Parish Council concurred with the Zoning Commission's approval on May 3, 2016 to rezone 4.547 acres located south of Galatas Road, west of C.S. Owens Road from CB-1 (Community Based Facilities District), RO (Rural Overlay), and A-2 (Suburban District) to A-2 (Suburban District) and NC-6 (Public, Cultural and Recreational District), and

WHEREAS, the owners were seeking funding to complete their project and have successfully done so and are now applying for the required permit.

THE PARISH OF ST. TAMMANY HEREBY RESOLVES that pursuant to Chapter 5, Article II, Sec. 5-056.00 of the Code of Ordinances, the Parish Council vacates, in part, the moratorium established by Ordinance C. S. No. 17-3723 and any subsequent extensions thereof, to remove there from the restriction n the issuance of permits for construction or placement of any building structures on 4.57 acres of property in Section 14, Township 7 South, Range 10 East, as more fully described in exhibit A attached, located within a portion of the Bayou De Zaire Basin and a portion of the Flowers Bayou Basin south of I-12 being the storm sewer system that flows into the Flowers Bayou Basin, Ward 1, District 1.

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

MOVED FOR ADOPTION BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

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

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

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

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

THIS RESOLUTION WAS DECLARED ADOPTED ON THE 3 DAY OF AUGUST, 2017, AT A REGULAR MEETING OF THE PARISH COUNCIL, A QUORUM OF THE MEMBERS BEING PRESENT AND VOTING.

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STEVE STEFANCIK, COUNCIL CHAIRMAN

ATTEST:

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THERESA L. FORD, COUNCIL CLERK

Crescent Title, LLC  
7835 Maple Street  
New Orleans, LA 70118  
File No.: 144013

**CASH SALE**  
Sale of Property  
by:  
**Jill Huye Lombardo and Daniel J. Lombardo**  
to:  
**Candice O'Meallie Hickman and Charles J. Hickman**

**United States of America**  
**State of Louisiana**  
**Parish of St. Tammany**

**BE IT KNOWN** That on this 31st day of December, 2014

**BEFORE ME, KIRK J. FROST**  
a notary public, duly commissioned and qualified, in and for the Parish of St. Tammany and in the presence of the witnesses hereinafter named and undersigned.  
**Personally Came and Appeared,**

**Jill Huye Lombardo (SS# XXX-XX-7684) and Daniel J. Lombardo (SS# XXX-XX-5921)**, both persons of the full age of majority and residents of Bogalusa, Louisiana, who declared unto me, Notary, that Jill Huye has been married but twice, first to Scott Grayson from whom she is divorced, second to Daniel Lombardo with whom she is currently living and residing; Daniel J. Lombardo has been married but once and then to Jill Huye with whom he is presently living and residing;

**MAILING ADDRESS: 30012 Hubert Jenkins Rd., Bogalusa, LA 70427**

Who declare that they do by these presents, grant, bargain, sell, convey, transfer, assign, setover, abandon and deliver, with all legal warranties as to title only, but with full substitution and subrogation in and to all the rights and actions of warranty which they have or may have against all preceding owners and vendors, unto,

**Candice O'Meallie Hickman (SS# XXX-XX-9899) and Charles J. Hickman (SS# XXX-XX-4732)**, both persons of the full age of majority and residents of the Parish of Tangipahoa, State of Louisiana who declared before me, Notary, that they have been married but once and then to each other with whom they live and reside.

**MAILING ADDRESS: 653 Timberwood Loop, Madisonville, LA 70447**

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

*"Description of Property"*

A CERTAIN PIECE OR PORTION OF GROUND, together with all its component parts, buildings and improvements thereon, and all of the rights, ways, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, being a part of Lot 13 of the Galatas Subdivision situated in Section 14, Township 7 South, Range 10 East, Parish of ST. Tammany,

St. Tammany Parish 1971  
Instrmnt #: 1967594  
Registry #: 2351328 bys  
01/09/2015 8:30:00 AM  
NB CB X MI UCC

State of Louisiana, on a plat made by J. M Yates, Parish Surveyor on November 2, 1905, said Lot 13 being shown on survey by J. M. Yates on file in the office of the Clerk of Court for St. Tammany Parish, Louisiana, Map File #457-A said property being more fully described as follows, to-wit:

FROM THE NORTHEAST CORNER OF LOT 13, formed by the intersection of two streets go South 64 degrees 00 minutes West 626.3 feet to an iron post to the Point of Beginning;

FROM THE POINT OF BEGINNING go North 64 degrees 00 minutes East 313.15 feet to a point; thence go South 22 degrees 45 minutes East 834.9 feet to a point; thence go South 64 degrees 00 minutes West 313.15 feet to a point; thence go North 22 degrees 45 minutes West 834.9 feet back to the Point of Beginning heretofore set; said parcel is the Westerly one half of Lot 13 as shown on the map and plat of a survey by Land Engineering Services, Inc., dated the 17th of January 1968, containing six acres, more or less.

AND

A CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes and appurtenances therunto belonging or in anywise appertaining, situated in the Parish of ST. Tammany, State of Louisiana, being located in Section 14, Township 7 South, Range 10 East of Greensburg Land District, St. Tammany Parish, Louisiana. Said tract is numbered as Lot 14 on a plan by Roland G. Galatas, and is in the form of a square and measures 6 chains and 33 links North 22 degrees 45 minutes West by 6 chains and 33 links South 64 degrees West and contains 4 acres more or less and is bounded by Lot No. 13 on the East, by Lot 15 on the North, West by a 40 foot right of way and Lot No. 16 on the South, according to a survey by J. W. Yates, Parish Surveyor, dated November 2, 1905. All in accordance with a survey by Ed. Murphy dated October 30, 1979.

Being the same property acquired by Jill Ann Huye from Robert J. Wiener in act dated April 8, 2003 and registered in COB Instrument No. 1358660 of the Conveyance Records of St. Tammany Parish, Louisiana.

Being the same property acquired by Daniel J. Lombardo and Jill Huye Lombardo from Succession of Marian L. Nash in act dated June 8, 2007 and registered in COB Instrument No. 1628032 in the Conveyance Records of St. Tammany Parish, Louisiana.

**PURCHASER(S)** herein declared that all future notices of ad valorem tax bills and special assessments for the above described property presently for the tax year of 2014 bearing Tax Assessment No. 1041261312 and 1040023833 are to be forwarded to:

Candice O'Meallie Hickman and Charles J. Hickman  
653 Timberwood Loop, Madisonville, LA 70447

**THIS ACT IS MADE, EXECUTED AND ACCEPTED SUBJECT TO THE FOLLOWING:**

1. Any and all restrictions, overlaps, overhangs, servitudes and/or easements, rights of ways and outstanding rights of record which might be shown on a current survey of the property.
2. As to Lot 14 - Drainage Canal as per Survey of Edward Murphy dated October 30, 1979.
3. Lot 14 - Access via R/W not guaranteed as the Road is overgrown and not maintained.

THE PARTIES HERETO TAKE COGNIZANCE THAT NO SURVEY ON THE HEREIN DESCRIBED PROPERTY IN CONNECTION WITH THE ACT OF SALE HAS BEEN MADE NOR HAS ONE BEEN PRODUCED OR ATTACHED AND THE PARTIES DO HEREBY RELIEVE AND RELEASE ME, NOTARY, FROM ANY AND ALL LIABILITY, RESPONSIBILITY OR DAMAGE INCLUDING COURT COSTS AND ATTORNEYS FEES IN CONNECTION THEREWITH.

The parties to this act take cognizance of the fact that no mortgage, conveyance, paving, sewerage and water lien ordinance research or tax sale certificates in connection with this Act of Sale have been made, nor were produced or attached and the parties do hereby relieve and release me, Notary, for any and all liability, responsibility or damage, including court costs and attorney's fees in connection herewith.

***See WAIVER OF WARRANTY and REDHIBITION RIGHTS ADDENDUM attached hereto and made a part hereof.***

To have and to hold the above described property unto the said purchaser(s) themselves, their heirs and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of One Hundred Thirty-Seven Thousand And No/100 Dollars (\$137,000.00) which the said purchaser(s) have well and truly paid, in ready and current money to the said vendors who hereby acknowledge the receipt thereof and grant full acquittance and discharge therefore.

All State and City taxes up to and including the taxes due and eligible for the current tax year are paid as per a research of the tax rolls for the year 2013. The 2014 taxes have been prorated to the date of this act of sale. Payment for all future taxes is assumed by purchaser herein.

By reference to the research of the Registrar of Conveyances and Recorder of Mortgages in and for the Parish of St. Tammany, it does not appear that said property has been heretofore alienated by the Vendor.



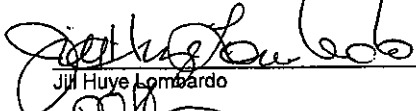
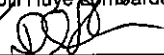
**WAIVER OF WARRANTY AND REDHIBITION RIGHTS ADDENDUM**


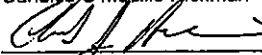
It is expressly agreed that the immovable property herein conveyed and all improvements and component parts, plumbing, electrical systems, mechanical equipment, heating and air conditioning systems, built-in appliances, and all other items located hereon are conveyed by Seller and accepted by Purchaser "AS IS, WHERE IS," without any warranties of any kind whatsoever, even as to the metes and bounds, zoning, operation, or suitability of the property for the use intended by the Purchaser, without regard to the presence of apparent or hidden defects and with the Purchaser's full and complete waiver of any and all rights for the return of all or any part of the purchase price by reason of any such defects.

Purchaser acknowledges and declares that neither the Seller nor any party, whomsoever, acting or purporting to act in any capacity whatsoever on behalf of the Seller has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise, and upon which the Purchaser has relied, concerning the existence or non-existence of any quality, characteristic or condition of the property herein conveyed. Purchaser has had full, complete and unlimited access to the property herein conveyed for all tests and inspections which Purchaser, in Purchaser's 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 Louisiana Civil Code Articles 2520 through 2548, inclusive, and any other applicable state or federal law and the jurisprudence thereunder.

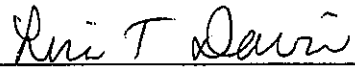
Purchaser also waives any rights Purchaser may have in redhibition to a return of the purchase price or to a reduction of the purchase price paid pursuant to Louisiana Civil Code Articles 2520 to 2548, inclusive, in connection with the property hereby conveyed to Purchaser by Seller. By Purchaser's signature, Purchaser expressly acknowledges all such waivers and Purchaser's exercise of Purchaser's right to waive warranty pursuant to Louisiana Civil Code Article 2520 and 2548, inclusive.


  
\_\_\_\_\_  
Jil Huye Lombardo  
  
\_\_\_\_\_  
Daniel J. Lombardo

  
\_\_\_\_\_  
Candice O'Meallie Hickman  
  
\_\_\_\_\_  
Charles J. Hickman

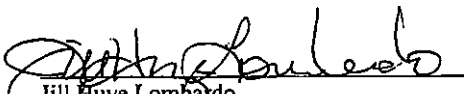
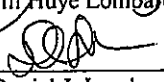
Thus Done and Passed, in my office in Mandeville, Louisiana in the presence of the competent witnesses, who hereunto sign their names with the said appearers, and me, Notary, after reading the whole.

WITNESSES:



  
PRINT LISA T Davis

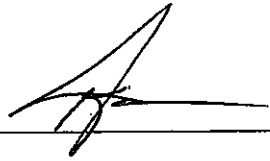
  
PRINT Kristi Doran

SELLER(S):

  
Jill Huye Lombardo  
  
Daniel J. Lombardo

PURCHASER(S):

  
Candice O'Meallie Hickman  
  
Charles J. Hickman

  
Bar Roll/ID No.: \_\_\_\_\_  
Notary Public

Kirk J. Frosch  
Attorney/Notary Public  
State of Louisiana  
Notary ID# 52598  
My commission expires with life

Title Ins. Prod.: Crescent Title, LLC  
Address: 7835 Maple Street, New Orleans, LA  
70118  
Prod. Lic #: 300974  
Title Ins. Underwriter: Fidelity National Title  
Insurance Company  
Title Opinion by: Frank Battard  
La Bar Roll #: 02850