

ST. TAMMANY PARISH COUNCIL

RESOLUTION

RESOLUTION COUNCIL SERIES NO: C-4935

COUNCIL SPONSOR: MR. DEAN

PROVIDED BY: COUNCIL OFFICE

RESOLUTION TO VACATE IN PART, THE 6 MONTH MORATORIUM ON PROPERTY 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 of the Bayou De Zaire and a portion of the Flowers Bayou Basin south of I-12 being the storm sewer that flows into the Flowers Bayou Basin; and

WHEREAS, the following properties are being released from the moratorium:

- 1. Lot 74, Arbor Walk Subdivision, Phase Two, see Exhibit "A"; and
- 2. Garden Home Unit 29, Madison Villas, see Exhibit "B".

WHEREAS, it has been determined that construction at these locations will not have an adverse affect in this area.

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 on the issuance of permits for construction or placement of any building structures on:

- 1. Lot 74, Arbor Walk Subdivision, Phase Two; and
- 2. Garden Home Unit 29, Madison Villas.

The above mentioned properties are 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 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 4 DAY OF JANUARY , 2018, AT A REGULAR MEETING OF THE PARISH COUNCIL, A QUORUM OF THE MEMBERS BEING PRESENT AND VOTING.

S. MICHELE BLANCHARD, COUNCIL CHAIRMAN

ATTEST:

THERESA L. FORD, COUNCIL CLERK

17-0567

CASH SALE

SALE OF PROPERTY

BY

SHAWN STRAIN CATALANO

TO

REBECCA HILDENBRAND RICHARDSON WIFE
OF/AND RONALD R. RICHARDSON

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

BE IT KNOWN, THAT on this 27th day of
OCTOBER 2017,

BEFORE ME, TRACI L. COUGLE, a notary
public in and for St. Tammany Parish, Louisiana,
duly qualified, and in the presence of witnesses
hereinafter named and undersigned,

PERSONALLY CAME AND APPEARED:

SHAWN STRAIN CATALANO (SS#XXX-XX-9592), a person of the full age of majority who is married to Kyle Catalano, living and residing together, dealing herein with her separate property, a resident of St. Tammany Parish, whose address is P.O. Box 1301, Madisonville, LA 70477 (hereinafter referred to as "Vendor");

who declares that Vendor does by these presents grant, bargain, sell, convey, transfer, assign, setover, abandon and deliver, with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which Vendor has or may have against all preceding owners and vendors, unto

REBECCA HILDENBRAND RICHARDSON (SS#XXX-XX-6955) wife of/and RONALD ROY RICHARDSON (SS#XXX-XX-7191), both persons of the full age of majority who declared that they have been married but once and then to each other, living and residing together in St. Tammany Parish, whose mailing address is 514 Garden Lane, Madisonville, LA 70447 (hereinafter referred to as "Vendee");

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

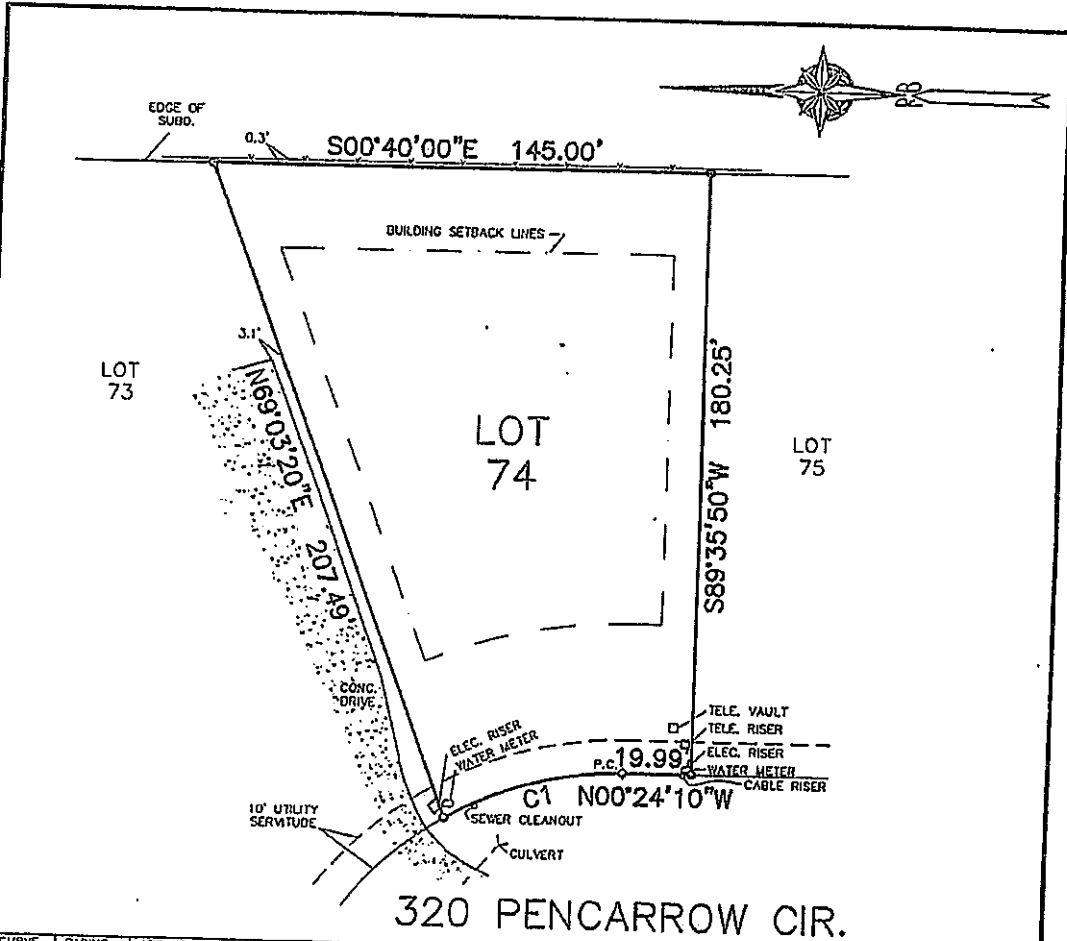
All that certain tract or parcel of land, together with all the buildings and improvements thereon, situated in Section 41, Township 7 South, Range 10 East, St. Tammany Parish, Louisiana, in that subdivision known as ARBOR WALK SUBDIVISION, PHASE TWO, all as per plan of subdivision filed August 1, 2003, recorded at Map File No. 3124 of the official records of St. Tammany Parish, being more fully described as follows, to wit:

LOT SEVENTY-FOUR (74), ARBOR WALK SUBDIVISION, PHASE TWO, ST. TAMMANY PARISH, LOUISIANA.

For informational purposes only: The improvements thereon bear the Municipal No.: 320 Pencarrow Circle, Madisonville, Louisiana 70447.

This act is made and accepted subject to the following:

1. Any and all applicable covenants, conditions, restrictions, servitudes, rights of way, outstanding mineral interest and other matters which may appear in the chain of title or elsewhere in the public records of St. Tammany Parish, Louisiana.
2. Those certain building restrictions recorded at CIN#I312174 and amended at CIN#I387481 of the official records of St. Tammany Parish, but deleting any covenant, condition or restriction, if any, based upon race, color, religion, sex, handicap, familial



CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	100.00'	54.92'	54.24'	N16°53'09\"W

REFERENCE:
 ARBOR WALK Ph. 2 subdivision plat
 Map File No.: 3124
 Date Filed: 8-18-2003

Note: I have consulted the Federal Insurance Administration
 Flood Hazard Boundary Maps and found the property
 described IS NOT located in a special flood hazard area,
 it is located in Flood Zone C.

FIRM Panel# 2252050220C Rev. 4-2-91

NOTE:
 OWNER OR BUILDER RESPONSIBLE
 FOR OBTAINING SETBACKS BEFORE
 CONSTRUCTION BEGINS.

BLDG. SETBACKS PER PLAT
 FRONT - 45'
 SIDE - 10'
 REAR - 25'

○ DENOTES 1/2" IRON ROD FND
 UNLESS OTHERWISE NOTED

Survey of
 LOT 74 * ARBOR WALK * PHASE 2
 ST. TAMMANY PARISH, LOUISIANA
 FOR
 SHAWN CATALONO

THE SERVITUDES AND RESTRICTIONS SHOWN ON THIS SURVEY ARE LIMITED TO THOSE SET FORTH IN THE DESCRIPTION FURNISHED US AND THERE IS NO REPRESENTATION THAT ALL APPLICABLE SERVITUDES AND RESTRICTIONS ARE SHOWN HEREON. THE SURVEYOR HAS MADE NO TITLE SEARCH OR PUBLIC RECORD SEARCH IN COMPLYING THE DATA FOR THIS SURVEY.

SURVEYED IN ACCORDANCE WITH THE LOUISIANA "MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS" FOR A CLASS C SURVEY.

HANDDAI W. BROWN
 REG. NO. 04506
 Registered Professional Land Surveyor
 LA Registration No. 04586

Randall W. Brown & Associates, Inc.
 Professional Land Surveyors
 Geodetic • Forensic • Consultants
 228 W. Causeway Approach, Mandeville, LA 70448
 (985) 624-5366 FAX (985) 624-5300
 E-MAIL: info@brownsurveys.com

Date: NOVEMBER 21, 2016
 Survey No. 161082
 Project No. (CR5) B161082.TXT

Scale: 1" = 40' ±
 Drawn By: J.E.D.
 Revised:

R. Richardson
J.E.D. Richardson

K:\Survey\Browns\161082.dwg

Copyright 2016 - Randall W. Brown & Associates, Inc.

State of Louisiana

Parish of Saint Tammany

Be it known, that on this 28th day of July, 2017; before me, the undersigned Notary Public, duly commissioned and qualified within and for the above County/Parish and State, and in the presence of the undersigned competent witnesses, personally came and appeared:

MADISON VILLAS, L.L.C. (TIN: XX-XXX____); a Louisiana Limited Liability Company, organized and doing business in the Parish of Jefferson, State of Louisiana, herein represented by Jody G. Gross, President of Kenner Plumbing Supply, Inc., Sole Member of Madison Villas, L.L.C. per resolution, copy of which is attached hereto and made a part hereof; and whose forwarding address is hereinafter declared to be 2501 Florida Ave, Kenner, LA 70062; hereinafter referred to as "SELLER";

who declared that for the price of TWENTY-EIGHT THOUSAND AND 00/100THS (\$28,000.00) DOLLARS, cash in hand paid, receipt of which is hereby acknowledged, Seller does hereby sell and deliver, with full warranty of title and with subrogation to all rights and actions of warranty Seller may have against Buyer:

Antoinette Bowers Gauthier (SSN: XXX-____-____) of Saint Tammany Parish, Louisiana, whose husband is Clement Gauthier, who is deceased, and who was previously married to and presently living separate and apart from and purchasing said property as her separate property with her separate funds, for her separate estate; and whose mailing address is hereinafter declared to be 1034 Forest Ridge Loop, Pearl River, LA 70452; hereinafter referred to as "PURCHASER" St. Tammany Parish - 2231

who acknowledge delivery and possession of the following described property:

Instrmnt #: 2073306
Registry #: 2512733 bdp
8/8/2017 10:15:00 AM
MB CB X MI UCC

THAT CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, situated in the Parish of St. Tammany, State of Louisiana, in that part thereof known as MADISON VILLAS, A Planned Unit Development, as per Map file #3518 filed in St. Tammany Parish, Louisiana. Said lot is described as GARDEN HOME UNIT 29, MADISON VILLAS.

Improvements thereon will bear Municipal No. 221 Coushatta Circle, Madisonville, Louisiana 70447.

Restrictions in CIN 1448514, as amended, and as shown on subdivision map file #3518.
Utility servitudes in chain of title.

The said property is sold, conveyed and accepted subject to any and all valid restrictions, servitudes, mineral conveyances and/or reservations of record affecting same, if any. Purchaser here assumes all responsibility and liability in connection with reading and reviewing any and all Declarations, Restrictions, and/or Covenants of record before this transfer and do waive and release me, Notary from any and all liability and responsibility in connection therewith.

To have and to hold said property unto Buyers, Buyers' heirs, successors and assigns, forever. All parties signing the within instrument, either as parties or as witnesses, have declared themselves to be of full legal capacity.

All agreements and stipulations, and all of the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties. The production of mortgage, conveyance and/or tax certificates are dispensed with by the parties hereto. All taxes assessed against the property herein conveyed have been prorated as of the date of sale.

The parties hereto take cognizance of the fact that no survey has been ordered or requested on the described property and hereby relieve and release me, Notary, from any liability in connection therewith.

Seller makes no warranties, either expressed or implied, as to the condition of the property. PURCHASER accepts the property in its "AS IS" condition and SELLER'S responsibility for the condition of the property is relieved at closing.

Purchaser hereby acknowledges and recognizes that this is a sale of property in its "AS IS" condition, and accordingly, PURCHASER hereby relieves and releases SELLER and all previous owners from any and all claims for any vices or defects in said property, whether obvious or latent, known or unknown easily discoverable or hidden, and particularly for any claim or cause of action for redhibition pursuant to Louisiana Civil Code Articles 2520, et seq., or for reduction of the purchase price pursuant to Louisiana Civil Code Articles 2541, et seq. PURCHASER acknowledges that Louisiana redhibition law enables the PURCHASER to hold the SELLER responsible for any obvious or hidden defects in the property existing on the act of sale date, and that PURCHASER is hereby waiving that right.

Antoinette Bowers Gauthier
BUYER

All parties to this transaction have waived the production of any environmental studies and assessments, wetland delineations, and a current survey which would show the property boundaries.

