

ST. TAMMANY PARISH COUNCIL

ORDINANCE

ORDINANCE CALENDAR NO: 5807

ORDINANCE COUNCIL SERIES NO: _____

COUNCIL SPONSOR: STEFANCIK/BRISTER

PROVIDED BY: PLANNING DEVELOPMENT

INTRODUCED BY: MR. THOMPSON

SECONDED BY: MR. DEAN

ON THE 4 DAY OF MAY , 2017

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF ST. TAMMANY PARISH, LA, TO RECLASSIFY A CERTAIN PARCEL LOCATED ON THE WEST SIDE OF PINWOOD DRIVE, NORTH OF HICKORY DRIVE ; S34, T7S, R14E AND WHICH PROPERTY COMPRISES A TOTAL OF 5 ACRES OF LAND MORE OR LESS, FROM ITS PRESENT A-2 (SUBURBAN DISTRICT) TO A-2 (SUBURBAN DISTRICT & RO RURAL OVERLAY) , (WARD 6, DISTRICT 11). (2017-571-ZC)

WHEREAS, the Zoning Commission of the Parish of St. Tammany after hearing in accordance with law, Case No. 2017-571-ZC, has recommended to the Council of the Parish of St. Tammany, Louisiana, that the zoning classification of the above referenced area be changed from its A-2 (Suburban District) to A-2 (Suburban District & RO Rural Overlay) see Exhibit "A" for complete boundaries; and

WHEREAS, the St. Tammany Parish Council has held its public hearing in accordance with law; and

WHEREAS, the St. Tammany Parish Council has found it necessary for the purpose of protecting the public health, safety and general welfare, to designate the above described property as A-2 (Suburban District & RO Rural Overlay).

THE PARISH OF ST. TAMMANY HEREBY ORDAINS:

SECTION I: The zoning classification of the above described property is hereby changed from its present A-2 (Suburban District) to A-2 (Suburban District & RO Rural Overlay).

SECTION II: The official zoning map of the Parish of St. Tammany shall be and is hereby amended to incorporate the zoning reclassification specified in Section I hereof.

REPEAL: All ordinances or parts of Ordinances in conflict herewith are hereby repealed.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 1 DAY OF JUNE, 2017; AND BECOMES ORDINANCE COUNCIL SERIES NO _____.

STEVE STEFANCIK, COUNCIL CHAIRMAN

ATTEST:

THERESA L. FORD, COUNCIL CLERK

PATRICIA P. BRISTER, PARISH PRESIDENT

Published Introduction: APRIL 26, 2017

Published Adoption: _____, 2017

Delivered to Parish President: _____, 2017 at _____

Returned to Council Clerk: _____, 2017 at _____

ADMINISTRATIVE COMMENT

ZONING STAFF REPORT

Date: 3/27/2017
Case No.: 2017-571-ZC
Posted: 03/22/17

Meeting Date: 4/4/2017
Determination: Approved

GENERAL INFORMATION

PETITIONER: Richard B. Mistrot

OWNER: Richard B. Mistrot

REQUESTED CHANGE: From A-2 Suburban District to A-2 Suburban District & RO Rural Overlay

LOCATION: Parcel located on the west side of Pinewood Drive, north of Hickory Drive : S34, T7S, R14E: Ward 6, District 11

SIZE: 5 acres

GENERAL INFORMATION

ACCESS ROAD INFORMATION

Type: Parish

Road Surface: 2 lane asphalt

Condition: Good

LAND USE CONSIDERATIONS

SURROUNDING LAND USE AND ZONING:

<u>Direction</u>	<u>Surrounding Use</u>	<u>Surrounding Zone</u>
North	Residential	A-2 Suburban District
South	Residential	A-2 Suburban District
East	Residential	A-2 Suburban District
West	Undeveloped	A-2 Suburban District

EXISTING LAND USE:

Existing development: No

Multi occupancy development: No

COMPREHENSIVE PLAN:

Residential - Areas that provide for dwelling units. Such areas may vary in site design, structure design, and in the density of units per acre. Certain areas such as "village or town residential" may include mixed uses and would have the highest number of units per acre, while "Rural residential" would have the lowest number of units per acre, and may include agricultural or open space uses as well. In between these two types of residential areas would be varying levels of single-family detached dwellings, multi-family attached residential, and planned subdivisions for manufactured homes.

STAFF COMMENTS:

The petitioner is requesting to change the zoning from A-2 Suburban District to A-2 Suburban District & RO Rural Overlay. This site is located on the west side of Pinewood Drive, north of Hickory Drive. The 2025 future land use plan calls for the area to be developed with residential uses. Staff does not have any objection to the requested zoning change considering the rural character of the area.

STAFF RECOMMENDATION:

The staff recommends that the request for a RO Rural Overlay designation be approved.

Case No.: 2017-571-ZC

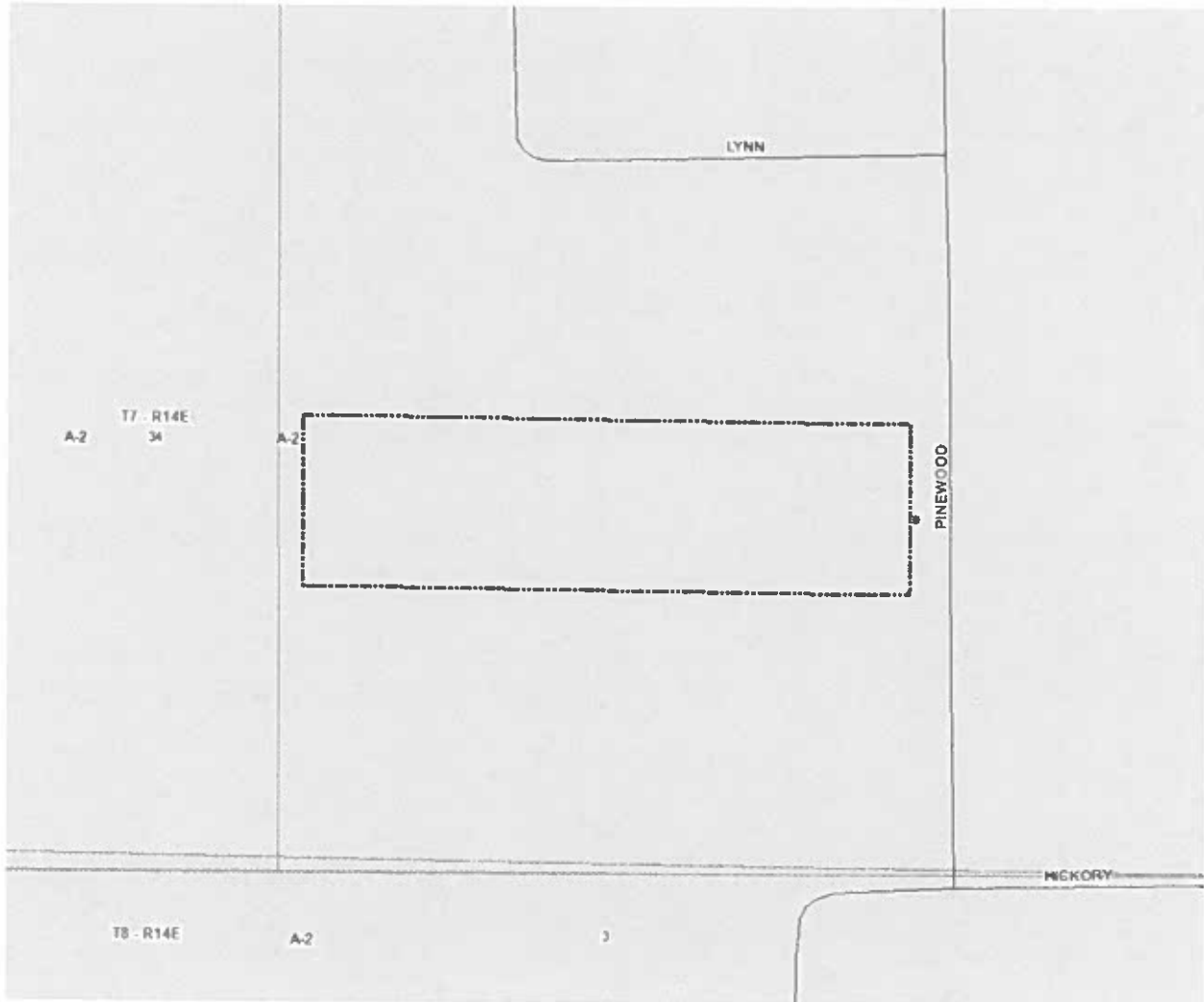
PETITIONER: Richard B. Mistrot

OWNER: Richard B. Mistrot

REQUESTED CHANGE: From A-2 Suburban District to A-2 Suburban District & RO Rural Overlay

LOCATION: Parcel located on the west side of Pinewood Drive, north of Hickory Drive ; S34, T7S, R14E; Ward 6, District 11

SIZE: 5 acres





ST. TAMMANY PARISH
PATRICIA P. BRISTER
PARISH PRESIDENT

4/7/2017

Richard B. Mistrot
445 Pine Cone Lane
Slidell, LA 70458

RE: 2017-571

Dear Richard B. Mistrot:

On April 4, 2017 the Zoning Commission, in regards to the above captioned case, recommended that the requested zoning changing from A-2 Suburban District to A-2 Suburban District & RO Rural Overlay be approved.

Since the case was approved, it goes to the Council Meeting for adoption. The remainder of this process takes about 1 1/2 to 2 months for the change to become effective. Zoning cases typically become effective upon publication in the official Parish journal.

Should you have any questions, please call me at (985) 898-2529.

Sincerely,


Helen Lambert
Assistant Director

2017-571-ZC

T7-R14E 30

2017-571-ZC

A-2

LYNN

PINEWOOD

HICKORY

HICKORY

T8-R14E

9

0 400 Feet



Return to:
Delta Title Corporation
2055 Gause Boulevard East, Suite 100
Slidell LA 70461

ACT OF CASH SALE
100735

St. Tammany Parish 86
Instrmnt #: 2027953
Registry #: 2444200 bvs
07/07/2016 2:01:00 PM
MB CB X MI UCC

BY: Sandra Jeanfreau Sagona

STATE OF LOUISIANA
PARISH OF ST. TAMMANY

TO: Richard V Mistrot Jr

BEFORE ME, the undersigned, Notary Public, duly commissioned and qualified, in and for the State and Parish/County aforesaid, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED, AS SELLER AND PURCHASER, RESPECTIVELY,

Sandra Jeanfreau Sagona, a person of the full age of majority who declared under oath unto me, Notary, that she has been married but three times, first to Gerald Campbell, from whom she was divorced, secondly to Daniel Cox, from whom she was married and third to Michael Sagona, from whom she was divorced and that she has not since remarried.

Mailing Address: 2225 Aycock Street
Arabi, LA 70032

who declared that in consideration of the price and sum of Twenty Eight Thousand and 00/100 Dollars (\$28,000.00), cash in hand paid, the receipt whereof is hereby acknowledged, and good acquittance and discharge therefor given, Seller does by these presents, grant, bargain, sell, convey, assign, set over and deliver to

Richard V. Mistrot, Jr., a person of the full age of majority who declared under oath unto me, Notary, that he has been married but three times, first to Annette Odelle, from whom he was divorced, second to Rechell Austin, from whom she was divorced and third to Carrie Mistrot, with whom he is living and residing, but separate in property pursuant to Prenuptial Marriage Contract Establishing A Regime of Separation of Property, dated November 14, 2007 and recorded at CIN 1659819 of the official records of St. Tammany Parish, Louisiana.

Mailing Address: 445 Pine Cone Lane
Slidell LA 70458

here present, accepting and purchasing for himself, his heirs, successors, and assigns all and singular, the following described property, situated in the Parish of St Tammany, State of Louisiana, to-wit:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, together with all buildings and improvements thereon, and all rights, ways, means, privileges, servitudes, prescriptions and appurtenances thereunto belonging or in anywise appertaining thereto, situated in Section 34, Township 7 South, Range 14 East, St. Tammany Parish, Louisiana, more fully described as follows:

From the corner common to Section 2 and 3, Township 8 South, Range 14 East go North 89 degrees 38 minutes 00 seconds West 1291.89 feet to the corner of Section 34, Township 7 South, Range 14 East: thence go North 00 degrees 13 minutes 41 seconds East 416.93 feet to a point which is the Point of Beginning. From the Point of Beginning thence continue North 00 degrees 13 minutes 41 seconds East 246.00 feet; thence go South 89 degrees 22 minutes 59 seconds East 885.12 feet; thence go South 00 degrees 23

minutes 14 seconds West 246.00 feet to a point; thence go North 89 degrees 22 minutes 59 seconds West 884.44 feet back to the Point of Beginning.

All in accordance with map or plat of survey by John E. Bonneau & Associates, Inc., dated May 11, 2005, recorded as Map File No. 4402B of the official records of St. Tammany Parish, on which plat the hereinabove described property is shown as Parcel "A".

Acquired by Seller by Act dated March 14, 2007, recorded at Instrument No. 1611218, records of St. Tammany Parish, Louisiana.

Included in this transaction are any and all rights, ways, privileges, servitudes, advantages, and appurtenances thereunto belonging or in anywise appertaining in and to the property herein described.

THE PARTIES TO THIS ACT TAKE COGNIZANCE OF THE FOLLOWING:

Any and all restrictions, covenants, conditions, exceptions, servitudes, rights of way, easements, mineral reservations and/or other matters shown on the public records, including, but not limited to, the following:

- Title to all oil, gas and other minerals.

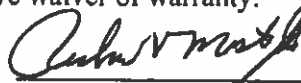
Mention of the foregoing is made for informational purposes only and shall not constitute a reestablishment or recreation of any rights or obligations thereunder.

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 unknown defects in the property existing on the act of sale date, and that Purchaser is hereby waiving that right. Additionally, Purchaser acknowledges that this sale is made without warranty of fitness for ordinary or particular use pursuant to Louisiana Civil Code Article 2524.

We have read, understand and agree to be bound by the above waiver of warranty.



Richard V Mistrot Jr

TO HAVE AND TO HOLD the above-described property together with all improvements and appurtenances thereto belonging, unto said Purchaser, his heirs, successors and assigns, in full ownership of property forever, free from any lien, mortgage, privilege or encumbrance whatsoever, with full and general warranty of title, and with full substitution and subrogation to all rights of warranty and other rights held by said Seller.

Any mortgage, conveyance and tax research certificates which may be required by law or by custom are hereby waived by the parties hereto, who covenant to hold me, Notary, harmless from non-production thereof.

All taxes on the above-described property for the three years preceding passage of this act of sale have been paid, and the parties agree that the taxes for the current year have been prorated.

THUS DONE, READ AND PASSED at my office in St. Tammany Parish, Louisiana, on the 29th day of June, 2016, in the presence of the two undersigned competent witnesses who hereunto sign their names together with said appearers and me, Notary.

WITNESSES:

Rhonda Morris
Signature

Rhonda Morris
Print Name

Sandra Jeanfreau Sagona
Signature
Sandra Jeanfreau Sagona

Richard V Mistrot Jr
Signature
Richard V Mistrot Jr

Carmen Ward
Signature

Carmen Ward
Print Name

Sidney J. Abdalla Jr
Notary Public
Sidney J. Abdalla, Jr.



The following information is provided pursuant to Louisiana law:

Delta Title Corporation Title Agent Number 220443			Title Insurance Underwriter Chicago		
Delta Title Corporation's attorneys and/or notaries public and/or title insurance producers are:					
Name	Bar/NotaryNo.	Title Agent No.	Name	Bar/Notary No.	Title Agent No.
Sidney J. Abdalla Jr.	2282	153136	Rhonda Morris	57353	248380
Raymond J. Adams Jr.	30213	338891	Wallace H. Paletou	10278	84314
Adriana Audler	92080	540022	Megan Penzato	34958	629994
Carolyn Lalla Bailey	28487	309243	Stephanie M. Turnage	69707	610932
Carla D. Bennett	52305	N/A	Ashleigh Tuozzolo	32341	592511
T. Howard Leach III	08431	654972	William C. Wells V	20411	268928



ST. TAMMANY PARISH
PATRICIA P. BRISTER
PARISH PRESIDENT

FEB 13th, - DEADLINE
APRIL 4th - PZC - ✓
6 PM

LAND USE REVIEW APPLICATION

Type of Request: Zoning Change
 Planned Review
 Administrative Permit

Case Number: 2017-571-ZC Fees Due: \$575
 Submittal Deadline: 2/13/17 Date Paid: 2/10/17
 Hearing Date: 4/4/17 Payment Method: \$575 CASH

Request: A2 TO A2 WITH REZONAL OVER LAY
 Is this proposed use temporary? Yes No If so when will it be removed? _____
 Location of property (General Description): see legal 'PARCEL A'

Present Zoning Classification: A2 Existing Use: Undeveloped
 Ward: 6 District: 11 ecc Proposed Use: Restrooms
 STR: S 34 + 7 R H E Square Ft. of Proposed Use: NA
 Subdivision: Lynn Park Acreage or Sq. Ft. of Site: 5 Acres
 Previous Use: Undeveloped Proposed Hours of Operation: N/A
 Maximum Height of Structure(s): N/A Number of Employees (Max. Shift): NA
 Adjacent Uses: Residential Sign Type, Size and Location: NA

IMPORTANT NOTES:

- Due to advertising and public hearing deadlines, all applications must be submitted by 11:30 A.M. of the deadline date to assure compliance with notice requirements.
- The Petitioner or Representative must be present at the Zoning Commission Meeting to address any questions or comments relative to the project.
- Applicant must appear at hearing to request tabling of a case.
- All appeals of an action of Planning and Zoning Commission must be submitted within 10 days of said action.
- It is recommended that the Applicant, or a duly appointed representative, contact the Department of Planning & Development prior to submittal of this application to discuss the details of this proposal.

NOTE: THIS DOCUMENT MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC.

By my signature below, I certify that all information submitted to the Department of Planning & Development is TRUE and CORRECT, and understand that failure to submit TRUE and CORRECT information can result in delay or denial in this application. I further certify that I have read and understand the above important notes relative to the submission of this application

Property Owner(s)	Date: <u>2-10-2017</u>	Contact Person	Date: <u>2-10-2017</u>
Name: <u>Richard V Mistrot Jr</u>		Name: <u>Richard V Mistrot Jr</u>	
Address: <u>445 PINE CONE LANE</u>		Address: <u>445 PINE CONE LANE</u>	
<u>SLIDELL LA 70458</u>		<u>SLIDELL LA 70458</u>	
Phone: <u>985-707-3324</u>		Phone: <u>985 707 3324</u>	
Signature: <u>[Signature]</u>		Signature: <u>[Signature]</u>	

BEFORE ME, the undersigned authority, personally appeared the persons whose signatures are affixed above, all of full age and majority, who declared to me, Notary, that they are the owners or duly authorized representatives of all that certain lot, piece, or parcel of land located as set forth in this application, that their signatures were executed freely and voluntarily and that they are duly qualified to sign.

SWORN TO AND SUBSCRIBED before me this 10th day of February, 2017

[Signature]
Notary Public

NOTARY PUBLIC
STATE OF LOUISIANA
PARISH OF ST. TAMMANY
My Commission is for Life



FEE SCHEDULE

As per
St. Tammany Parish Code of Ordinances
Article I, Section 2.009.00
Schedule of Fees, Charges, and Expenses

ZONING AMENDMENTS

Fees

- Existing Single Family Residential \$50 per acre to a maximum of \$1250
- All Other Types of Zoning Changes \$100 per acre for first 25 acres and \$10 per acre over 26 acres
- Processing Fee \$250.00

Worksheet

Acreage fee (1-25 acres): Acres at _____ dollars per acre = \$ 250

26 acres and above: Acres at \$10.00 dollars per acre = \$ _____

Processing fee (If required): \$ 250

Advertising costs: \$ 75.00

Total cost of rezoning petition: \$ 575

ADMINISTRATIVE PERMITS

Fees

Residential Use

- Home Office/Occupation \$ 25.00
- Temporary Use \$ 25.00
- Residential Structure \$ 50.00
- Pond \$ 50.00
- Commercial, Institutional, Industrial or Other Use \$100.00

2055 Gause Boulevard East, Suite 100
Slidell LA 70461
985-649-5503

Delta Title Corporation

WAIVER OF HOMEOWNER'S/BUILDER'S RISK and/or FLOOD INSURANCE POLICIES on a CASH SALE TRANSACTION

Date:

Delta Title File No.: 100735

Purchaser(s) Name(s): Richard V Mistrot Jr

Property Address:
Pearl River LA
St Tammany County/Parish

I/We, the undersigned purchaser(s), do hereby understand, acknowledge and agree that prior to the date of the closing of the real estate transaction for the above referenced property, I/We were advised by Delta Title Corporation to obtain Homeowner's/Builder's Risk and/or Flood Insurance or any other insurance as may be deemed necessary prior to taking ownership of said property.

I/We further understand that once the sale has been executed, that I/We are solely responsible for any and all property damages, injuries to individuals, guests or other invitees on the property.

Further, I/We, the undersigned, do hereby relieve, release and hold harmless Delta Title Corporation and any and all other parties involved in any way with this real estate transaction, from any responsibility and/or liability in connection with the failure to obtain insurance prior to closing.


Richard V Mistrot Jr

June 29 2016
Date