### ST. TAMMANY PARISH COUNCIL

### **RESOLUTION**

**RESOLUTION COUNCIL SERIES NO: C-6276** 

COUNCIL SPONSOR: MR. SMITH PROVIDED BY: COUNCIL OFFICE

RESOLUTION TO VACATE, IN PART, THE SIX (6) MONTH MORATORIUM ESTABLISHED BY ORDINANCE C.S. 18-3912 AND ANY SUBSEQUENT EXTENSIONS THEREOF, FOR THE LIMITED PURPOSE OF ALLOWING THE ISSUANCE OF PERMITS FOR THE RE-SUBDIVISION OR RE-ZONING OF PROPERTY AND/OR THE ISSUANCE OF PERMITS FOR CONSTRUCTION OR PLACEMENT OF ANY BUILDING STRUCTURES ON PROPERTY WITHIN A DEFINED AREA WITHIN ST. TAMMANY PARISH COUNCIL DISTRICT 14.

WHEREAS, on July 7, 2018, the Parish Council adopted Ordinance C. S. No. 18-3912 establishing a six (6) month moratorium for the limited purpose of allowing the issuance of permits for the re-subdivision or re-zoning of property and/or the issuance of permits for construction or placement of any building structures on property within a defined area within St. Tammany Parish Council District 14, described as follows:

Commence at the intersection of Business Highway 190 and Hardin Road, also the point of beginning: thence follow Hardin Road south to its intersection with S. Hardin Road; thence follow S. Hardin Road westerly to its intersection with Voters Road; thence follow Voters Road westerly to its intersection with the Brookter Lateral Ditch; thence follow the Brookter Lateral Ditch north to its intersection with Smith Road; thence follow Smith Road northerly to its intersection with Business Highway 190; thence follow Business Highway 190 east to its intersection with Hardin Road the point of beginning.

WHEREAS, this moratorium was put in place to protect and preserve the health, safety and property interests of residents from the adverse effects of traffic and flooding hazards resulting from intensification of development within a certain portion of unincorporated Ward 8, Council District 14 of St. Tammany Parish; and

WHEREAS, a temporary moratorium was necessary to allow sufficient time for review of existing land uses and to formulate measures to protect residents in and near the area more fully described within this ordinance; and

WHEREAS, the owner of Lots 12 and 13, Square B, Suburba Gardens situated within the boundaries of this moratorium has requested that the moratorium be lifted; and

WHEREAS, it has been determined that lifting the moratorium for this property would not contribute to the adverse effects of traffic and flooding.

THE PARISH OF ST. TAMMANY HEREBY RESOLVES that pursuant to Chapter 2, Article XVI, Sec 2-264 of the Code of Ordinances, the Parish Council vacates, in part, the moratorium established by Ordinance C. S. 18-3912, and any subsequent extension thereof, to remove therefrom the restriction on the issuance of permits for construction or placement of building structures within a portion of unincorporated Ward 8, District 14 on 57151Hardin Road, Slidell, Louisiana.

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

MOVED FOR ADOPTION BY:	SECONDED BY
YEAS:	
NAYS:	

ABSTAIN:	
ABSENT:	
	D ADOPTED ON THE 4 DAY OF JUNE, 2020, AT COUNCIL, A QUORUM OF THE MEMBERS BEING
-	MICHAEL R. LORINO, JR. , COUNCIL CHAIRMAN
ATTEST:	
THERESA L. FORD, COUNCIL CLERK	

# CASH SALE

On the 13th day of November, 2019, before me, Notary Public for the above state and residing therein, and in the presence of the subscribing witnesses, personally appeared:

DIANA LYNN MCDANIEL BIGHAM, a person of the full age of majority and resident of the Parish of Jefferson, State of Louisiana, who declared under outh unto me, Notary, that she has been married but twice, firstly to Wayne Changagae from whom she was divorced, and secondly to Jerry Bigham from whom she was divorced. She has, not since remarried and resides as single. Mailing address: 324 North Lester Ave., Metable, LA 70003

DANITA A. MCDANIEL, a person of the full age of majority and resident of the Parish of Jesserson, State of Louisians, who declared under oath unto me, Notary, that she is single having never been married. Mailing address: 324 North Lester Ave., Metairie, LA 70003

CECIL CHARLES MCDANIEL, a person of the full age of majority and resident of the Parish of St. Tammany, State of Louisians, who declared under usth unto me, Notary, that he has been married but twice, firstly to Michelle Deris from whom he was divorced, and secondly to Belinda Bauman with whom he is presently living and residing, dealing with his separate property, Mailing address: 22525 Julian Wallace Rd., Covingtov, LA 70435

MELISSA MCDANIEL JACKSON, a person of the full age of majority and resident of the Parish of St. Tammany, State of Louisians, who declared under oath unto me, Notary, that she has been married but twice, firstly to Eugene Jackson from whom she was divorced, and secondly to Donald Cousizan from whom she was divorced. She has not since remarried and resides as single. Malling address: 640 Brownswitch Rd., Slidell, LA 70458

JOSEPH P. VOIRON, III, a person of the full age of majority and resident of the Parish of St. Charles, State of Louisians, who declared under ooth unto me, Notary, that he has been married but once and then to Amber Dye with whom he is presently living and residing, dealing with his separate property. Mailing address: 406 Oak Street, St. Rose, LA 70087

Hereinafter referred to as "Seller(s)", who declared that for the price and sum of Eighteen Thousand Two Hundred Fifty and 00/100 (\$18,250.00) cash, recopt of which is acknowledged, SELLER(S) hereby sells and delivers with full warranty of title and subrogation to all rights and actions to warranty SELLER(S) may have, unto:

E. J. MILLIGAN CONSTRUCTION COMPANY, L.L.C., a Louisiana limited liability company, domiciled and authorized to do business in the Parish of St. Tammany, represented herein by Jennifer Milligan per certificate of authority recorded as Instrument #1701912, St. Tammany Parish, L.A. Mailing address: PO Box 6660, Slidell, L.A. 70469

Herein called BUYER(S), resident(s) of and domiciled in the State of Louisiana, here present and accepting, purchasing for himself/herself/themselves, bis/her/their heirs and assigns, the following described property, the possession and delivery of which BUYER(S) acknowledges:

TWO CERTAIN LOTS OF GROUND situated in the Parish of St. Tammany in the State of Louisians in the W 1/2 of the NW 1/4 of Section 18, Township 9 South, Range 15 East and more particularly in that portion known as the SUBURBA GARDENS SUBDIVISION said LOTS being NO. 12, 13 in SQUARE B, said Square B being bounded by Lillian Drive U.S. Highway 190, Bet Air Subdivision and property of other owners, said lots 12 and 13 adjoin each other and measure each 50 feet front on Lillian Drive by a depth of 134.1 feet between equal and parallel lines all as per survey of H. G. Fritchie, Parish Surveyor, dated July 12, 1954 and designated as Map 146-B.

FOR INFORMATIONAL PURPOSES ONLY:

There are no improvements on the subject property.

Being the same property acquired by Diana Lynn McDaniel Bigham, et al by act dated 2/7/08, recorded 7/22/19, under Instrument Number 2165713 of the records of the Clerk of Court for St. Tammany Parish, Louislana.

ASSESSMENT NO. 1260718742

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THIS SALE IS SUBJECT TO THE FOLLOWING:

St. Teamans Parish 2005 Instrumt #1 2183009 Resistrs #1 2664447 auch 11/14/2019 3:54:00 PM MB CE X MI VCC 1. Any encroachments, overlaps, easements, rights of way, sexultudes and all matters which

might appear on a current survey of the property.

Any restrictions, covenants, casements, rights of way, servitudes, setback lines recorded in the official records of the Parish of St. Tammany and restrictions recorded on plan of

3. Right of Way for electric transmission lines filed at CIN 179391.

NOTE: Buyer(s) or Buyer(s)'s representatives have been offered or provided, prior to the execution of this NOTE: Buyer(s) or Buyer(s)'s representatives have been othered or provided, prior to the execution of this act of sale and transfer, the opportunity to fully inspect and examine any and all buildings and all things contained therein which comprise the premises being sold and transferred. The Buyer(s) know and is sativitied with the physical condition of the premises in all respects, including but not limited to the structural condition of the building(s), the condition of all things contained in said building(s), and any past or present visible or hidden wood destroying insect or organism infestation and resultant damage there from, and that same is acceptable to Buyer(s) "AS IS," and Buyer(s) affirms and agrees that no representation, slatements or warmatics have at any time been made by Seller(s), or Seller(s)'s Agents, as to the physical condition or state of repair of the premises in any respect and that the purchase price takes into consideration the condition of the premises. consideration the condition of the premises.

Seller(s) and Buyer(s) hereby acknowledge and recognize that this sale is in "AS 19" condition, and Seller(s) and Buyer(s) hereby acknowledge and recognize that this sale is in "AS IS" condition, and accordingly, increby relieve and release seller(s) and all provious owners thereof 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 perticularly for any claim or ceuse of action for redhibition persuant to Louisiana Civil Code of Articles 2520, et seq., or for dimination of purchase price pursuant to Louisiana Civil Code Articles 2541, et seq. Buyer(s) acknowledges he/she/they understand that Louisiana redhibition law enables him/her/them to hold sellor(s) responsible for any obvious or hidden defects in the property existing on the act of wale date, and that the Thiwaiving that right.

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Morigago and Conveyance Certificates are waived by the parties hereto, who hereby exonerate me, Notary, from any and all liability on account of the non-production of same.

All taxes assessed against the property herein conveyed have been paid as per the parish tax records. Taxes for the year 2019 have been pro-rated and will be paid by the Buyer(s) when due.

All agreements and stipulations herein, and all of the obligations herein assumed shall inure to the bonefit of the Buyer(s) and be binding upon his/her/their heirs, successors and assigns of the respective parties and the BUYER(s), his/her/their heirs, and assigns shall have and hold the described property in full ownership forever.

DONU AND PASSED by the parties on the hereinabove stated date and in the presence of me, Notary, and the undersigned competent witnesses who have signed in the presence of the parties and me, Notary.

WITNESSES:

NOTARY

RAYMOND BRINSON NOTARY PUBLIC BAR ROLL #27187 STATE OF LOUISIANA COMMISSION EXPIRES WITH LIFE

rles mcdaniel

·m Melissa McDaniel Jnokson

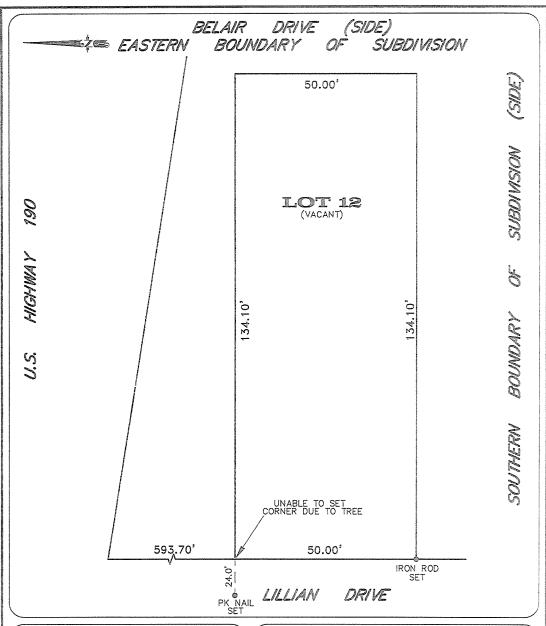
SEPH P. VOIRON, III

B. J. MILLIGAN CONSTRUCTION

COMPANY, L.L.C.

Jepnifer Milligan, duly authorized

Patriot Tide, LLC 245 Pontebartrain Drive, Sidedh, LA 70458 Producer Lie. #326492 FIDELITY NATIONAL TIFLE INSURANCE COMPANY Title Opinion provided by Kaymond Bridson, Bar Rell #27187 FILE NO. 150692



### BOUNDARY SURVEY OF:

LOT: 12 SQUARE: B

SUB: SUBURBA GARDENS

DISTRICT: N/A PARISH, LA: ST. TAMMANY

## ELEVATION NOTE:

THIS IS CERTIFY THAT SUBJECT PROPERTY IS LOCATED IN THE FOLLOWING FLOOD ZONE, PER: SEE PARISH FOR ELEVATION INFORMATION

### GENERAL NOTES

NOTE: ALL ANGLES ARE 90' UNLESS OTHERWISE NOTED. SOME ITEMS MAY NOT BE TO SCALE FOR CLARITY. DIMENSIONS ON SURVEY PREVAIL OVER THE SCALE. FENCES ARE SHOWN FOR GENERAL INFORMATION PURPOSES ONLY AND DO NOT REFLECT EXACT LOCATION OR CONDITION. ANGLES AND/OR BEARINGS ARE BASED ON REFERENCE PLAN #1 REFERENCE PLAN #1: A PLAN OF SUBDIVISION BY H.G. FRITCHIE DATED JULY 12, 1954.

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

THIS PERIMETER SURVEY SHALL NOT CONSTITUTE A LEGAL OPINION OF TITLE, AND SHALL NOT BE RELIED UPON FOR THAT PURPOSE. THERE IS NO WARRAMY THAT IT CONFORMS TO THE LEGAL TITLE, AND WAS MADE SOLELY ACCORDING TO THE INFORMATION PROVIDED THE SURVEYOR.

C. RANDALL DIXON
REG No 4474
REGISTERED
PROFESSIONAL

SEOF LOUIS



# KLS Group Inc.

SURVEYING - CONSTRUCTION LAYOUT

SEANNING & MODELING - FLEVATION CERTIFICATES

\$118 \$TORRY \$T. ELMWOOD, LA, 70123

P \$04-502-0991 F \$04-503-07112

INFO \$KREBSLAYOUT.COM

Certified WBE

DATE: NOVEMBER 19, 2019	DRAWN BY: SKB
SCALE: 1" = 20"	CHECKED BY: CRD
JOB #: 6555-19	SHEET §1 OF 1

#### CASH SALE STATE OF LOUISIANA

On the 13th day of November, 2019, before me, Notary Public for the above state and residing therein, and in the presence of the subscribing witnesses, personally appeared:

DIANA LYNN MCDANIEL BIGHAM, a person of the full age of majority and resident of the Parish of Jefferson, State of Louislana, who declared under outh unto me, Notary, that she has been married but twice, firstly to Wayne Champagne from whom she was divorced, and secondly to Jerry Bigham from whom she was divorced. She has, not since remarried and resides as single. Mailing address: 324 North Lester Ave., Dietairie, LA 70003

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E. J. MILLIGAN CONSTRUCTION COMPANY, L.L.C., a Louisiana limited liability company, domiciled and authorized to do business in the Parish of St. Tammany, represented herein by Jennifer Milligan per certificate of authority recorded as Instrument #1701912, St. Tammany Parish, LA. Mailing address: PO Box 6660, Slidell, LA 70469

Herein called BUYER(S), resident(s) of and domiciled in the State of Louisiana, here present and accepting, purchasing for himself/herself/themselves, his/her/their heirs and assigns, the following described property, the possession and delivery of which BUYER(S) acknowledges:

TWO CERTAIN LOTS OF GROUND situated in the Parish of St. Tammany in the State of Louisians in the W 1/2 of the NW 1/4 of Section 18, Township 9 South, Range 15 East and more particularly in that portion known as the SUBURBA GARDENS SUBDIVISION said LOTS being NO. 12, 13 in SQUARE B, said Square B being bounded by Lillian Drive U.S. Highway 190, Bel Air Subdivision and property of other owners, said lots 12 and 13 adjoin each other and measure each 50 feet front on Lillian Drive by a depth of 134.1 feet between equal and parallel lines all as per survey of H. G. Friichie, Parish Surveyor, dated July 12, 1954 and designated as Map 146-B.

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Being the same property acquired by Diana Lynn McDaniel Bigham, et al by act dated 2/7/08, recorded 7/22/19, under Instrument Number 2165713 of the records of the Clerk of Court for St. Tammany Parish, Louislana.

ASSESSMENT NO. 1260718742

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St. Teomeny Parish 2005 Instrumt #: 2183009 Resistre #: 2664447 swh 11/14/2019 3:54:00 PM MB CE X MI UCC Any encroachments, overlaps, ensements, rights of way, servitudes and all matters which

might appear on a current survey of the property.

Any restrictions, covenants, casements, rights of way, servitudes, setback lines recorded in the official records of the Parish of St. Tammany and restrictions recorded on plan of subdivision.

3. Right of Way for electric transmission lines filed at CIN 179391.

NOTE: Buyer(s) or Buyer(s)'s representatives have been offered or provided, prior to the execution of this act of sale and transfer, the opportunity to fully inspect and examine any and all buildings and all things contained therein which comprise the premises being sold and transferred. The Buyer(s) know and is satisfied with the physical condition of the premises in all respects, including but not limited to the structural condition of the building(s), the condition of all things contained in said building(s), and any past or present visible or hidden wood destroying insect or organism infestation and resultant damage there from, and that same is acceptable to Buyer(s) "AS IS," and Buyer(s) affirms and agrees that no representation, statements or warranties have at any time been made by Selter(s), or Selter(s)'s Agents, as to the physical condition or state of repair of the premises in any respect and that the purchase price takes into consideration the condition of the premises.

Selles(s) and Buyer(s) hereby acknowledge and recognize that this sale is in "AS 18" condition, and accordingly, hereby relieve and release seller(s) and all previous owners thereof from any and all claims for any vicas or defects in said property, whether obvious or latent, known or paknown, easily discoverable or hidden, and particularly for any claim or cause of action for redibition pursuant to Louisiana Civil Code of Articles 2520, et seq., or for diminution of purchase price pursuant to Louisiana Civil Code Articles 2541, et seq. Buyer(s) acknowledges he/she/they understand that Louisiana redhibition law enables him/her/them to hold seller(s) responsible for any obvious or hidden defects in the property existing on the set of sale date, and the terfunctions that right.

date, and that to the waiving that right.
Initial: -88M/E

Mortgage and Conveyance Certificates are waived by the parties hereto, who hereby exonerate me, Notary, from any and all liability on account of the non-production of same.

All taxes assessed against the property herein conveyed have been paid as per the parish tax records. Taxes for the year 2019 have been pro-rated and will be peld by the Buyer(s) when due.

All agreements and stipulations herein, and all of the obligations herein assumed shall hours to the benefit of the Buyer(s) and be binding upon his/her/their heirs, successors and assigns of the respective parties and the BUYER(s), his/her/their heirs, and assigns shall have and hold the described property in full ownership

DONE AND PASSED by the parties on the hereinabove stated date and in the presence of me, Notary, and the undersigned competent witnesses who have signed in the presence of the parties and me, Notary.

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NOTARY-PUBLIC

RAYMOND BRINSON NOTARY PUBLIC BAR ROLL #27187 STATE OF LOUISIANA COMMISSION EXPIRES WITH LIFE

DANITA A. MCDANIEI

MELISSA MCDANIEL INOKSON

Life

OSEPH P. VOIRON, III B. J. MILLIGAN CONSTRUCTION

COMPANY, L.L.C.

r Milligan, duly authorized

Potetot Tide, LLC 245 Pontebartrain Drive, Slidell, L.b. 70458 Producer Lie, 835492 FIDELITY NATIONAL TITLE INSURANCE COMPANY Title Opinion provided by Raymond Brinton. Br. F. J. 172102 FILE NO. 190692

BELAIR (SIDE) OF SUBDIVISION DRIVE EASTERN BOUNDARY 50.00 LOT 13 (VACANT) 8 134.10 4.5 643.70' 50.00 IRON ROD SET IRON ROD DRIVE LILLIAN

# BOUNDARY SURVEY OF:

LOT: 13 SQUARE: B SUB: SUBURBA GARDENS DISTRICT: N/A PARISH, LA: ST. TAMMANY

# ELEVATION NOTE:

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# GENERAL NOTES

NOTE: ALL ANGLES ARE 90' UNLESS OTHERWISE NOTED. SOME TIEUS WAY NOT BE TO SCALE FOR CLABITY. ONLESISCHS ON SURVEY PREVAIL OVER THE SCALE. FENCES ARE SHOWN FOR GENERAL BYDERATION PURPOSES ONLY AND DO NOT REFLECT EXACT LOCATION OR CONDITION.
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DATE NOVENSCE 19, 2019	באב מה אמניצים
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JOB & 6554-19	SHEET #1 OF 1