#### ST. TAMMANY PARISH COUNCIL

#### RESOLUTION

#### **RESOLUTION COUNCIL SERIES NO: C-3143**

#### COUNCIL SPONSOR: MR. BURKHALTER PROVIDED BY: COUNCIL OFFICE

RESOLUTION TO VACATE IN PART, THE MORATORIUM ESTABLISHED BY ORDINANCE C.S. NO. 11-2465 ON ISSUANCE OF BUILDING PERMITS FOR CONSTRUCTION OR PLACEMENT OF BUILDING STRUCTURES ON PROPERTY WITHIN A PORTION OF UNICORPORATED ALTON SUBDIVISION BEARING PHYSICAL ADDRESS 61497 N. 8TH STREET, SLIDELL, LA. (WARD 9, DISTRICT 14)

WHEREAS, at the Council meeting of February 3, 2011, the St. Tammany Parish Council adopted Ordinance C.S. No. 11-2465, extending a six (6) month moratorium on the issuance of permits for construction or placement of building structures on property within a portion of Town of Alton Subdivision in Ward 8, District 14, which area is particularly described within said ordinance; and

WHEREAS, the moratorium was created to protect and preserve the health, safety and property interests of residents from worsening conditions resulting from continued building construction activities in the area; and

WHEREAS, the owner of lots 1, 2, 17and 18, square 67, Alton, bearing physical address 61497 N 8th Street, Slidell, LA will mitigate any adverse conditions noted on the subject property.

THE PARISH OF ST. TAMMANY HEREBY RESOLVES that the Parish Council vacates, in part, the moratorium established by Ordinance C.S. No. 11-2465, and any amendments and extensions thereof, on the issuance of permits for any construction activities on, or improvements to, undeveloped property within a portion of the Town of Alton Subdivision in Ward 8, District 14, to remove LOTS 1, 2, 17and 18, square 67, Alton, bearing physical address of 61497 N 8th Street, Slidell, LA of TOWN OF ALTON SUBDIVISION, SECTION 26, TOWNSHIP 8 South, RANGE 14 East from the restrictions established by the moratorium.

BE IT FURTHER RESOLVED that the moratorium shall continue to be in full force and effect for the remainder of the area as established by Ordinance C.S. No. 11-2465.

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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 2 DAY OF June, 2011, AT A REGULAR MEETING OF THE PARISH COUNCIL, A QUORUM OF THE MEMBERS BEING PRESENT AND VOTING.

MARTIN W. GOULD, JR., COUNCIL CHAIRMAN

ATTEST:

THERESA L. FORD, COUNCIL CLERK

#### BOND FOR DEED

47170

ULC LULL

TO:

BY: R & M Delaney, LLC

JUDITULEJUU

### UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

BE IT KNOWN, that on this, 4 Day, December , 2003,

LeVone Harold Coleman and Beatrice Hopkins

R & M Delaney LLC, represented herein by its duly authorized agent; its mailing address is: 58291 Hwy 433, Suite A., Slidell, La. 70460 hereinafter called "SELLER",

AND

LeVone Harold Coleman, Social Security No. and the full age of majority and Beatrice Hopkins of the full age of majority, both residents of and domiciled in the Parish of St. Tammany, State of Louisiana, who declared that LeVone Harold Coleman has never been married and Beatrice Hopkins who declared that she has been married but (one ) time, once to Malcolm Joseph Hopkins, Social Security , with whom she is presently separated and he is not residing with her; his mailing address No. is not known, hereinafter called "PURCHASER".

Collectively SELLER and PURCHASERS are hereinafter referred to as "Appearers".

Appearers, who declared that contemporaneously with the execution of this instrument, PURCHASERS have paid to SELLER the sum of

, receipt of which is hereby acknowledged, and PURCHASERS do hereby bind and obligate PURCHASERS and PURCHASERS' heirs, successors and assigns, to pay unto SELLER the additional sum of with interest at the rate of 12.00% PERCENT per annum on the unpaid balance, payable as follows: per month and payable on the first of every month beginning on January 1, 2004, in Three Hundred and Sixty, ( 360 ) equal monthly installments of principal and interest until all have been paid.

In view of the fact that Central Progressive Bank holds a mortgage against the property herein described, it is understood and agreed by and between the parties hereto that all payments made by PURCHASERS shall be made to SELLER, to be applied to the mortgage held by the mortgage holder. In the event that PURCHASERS pay by bank draft which is returned "NSF" for non-sufficient funds, PURCHASERS agrees that a charge of \$25.00 will be added to the balance owed. If any payment is not made within five (5) days of the due data, PURCHASERS shall pay a late charge of five (5%) percent of the total monthly payment, or \$25.00, whichever is greater. If payment is not made within fifteen (15) days of the due date, PURCHASERS shall pay an additional late charge of five (5%) percent of the total monthly payment, or \$25.00, whichever is greater (a total late charge of ten (10%) percent of the total monthly payment, or \$50.00, whichever is greater). Furthermore, should eviction proceedings need to be commenced by the SELLER against the PURCHASERS, PURCHASERS conclusively agree that a charge of \$75.00 shall be added to the balance owed to the SELLER.

Property: If and only if PURCHASERS makes all payments prescribed herein and promptly pays all paving charges (if any), water service (if any), taxes, assessments and insurance as set forth hereinafter, SELLER, upon written request from the PURCHASERS, will execute a sufficient warranty deed, selling and conveying unto PURCHASERS the following described real estate, within sixty (60) days of said request, to-wit:

A Certain lot of ground, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages there unto belonging or in any wise appertaining, situated in the Parish of St. Tammany, State of Louisiane, in that part thereof known as Alton Annex, more particularly described as follows: LOTS 1 & 2 and LOTS 17 & 18, SQUARE 69, which square is bounded

84. on the North by Avenue "A", on the South by Avenue "B" on the East by 8th Street and the West by 9th Street.

The improvements thereon bear the municipal number 61497 North Eight Street, Slidell, La. 70458.

The said property is subject to any and all restrictions, conditions and servitudes which may appear in the chain of title. If bonafide title curative work is necessary, PURCHASERS agree to allow ninety (90) additional days from the date PURCHASERS are to take title for such legal work to be performed.

Terms of Sale: Appearers further declare that the said sale is to be executed by the SELLER in favor of the said PURCHASERS in the standard form for a Louisiana cash sale. The cost of all necessary certificates and SELLER's fees shall be paid by PURCHASERS and all notarial fees, recording fees, and other expenses shall be paid by PURCHASERS. PURCHASERS may prepay.

Existing Mortgage(s): SELLER and PURCHASERS take full cognizance of the following liens against the property described herein:

SELLER declares that a mortgage on the above mentioned property is held by Central Progressive Bank, First Mortgage: Slidell, La.

The mailing address for such payments is 58291 Hwy 433, Suite A, Slidell, La. 70460

St. Tammany Parish 1865 Instrunt #: 1406184 Registry #: 1340519 ICV 12/04/2003 2:20:00 PM MB CB X MI UCC

Repairs and Occupancy: PURCHASERS are hereby granted the right of occupancy of the herain described property and agrees to keep the property in good repair, to repair and maintain the improvements, at the PURCHASERS' sole expense, including but not limited to floors, ceilings, ducts, utilities, air conditioning, heating, lighting and plumbing. PURCHASERS' sole expense, including responsible to maintain the roof, foundations, and outside walls and assume all risk of loss and destruction of said improvements. Where contractors' or manufacturers' warranties are applicable and the PURCHASERS advises the SELLER In writing of the need for PURCHASERS for PURCHASERS to enforce. PURCHASERS hereby expressly and unconditionally assumes any and all liability all allegations of or actual losses, damages or claims and/or potential fosses, damages or claims arising out of or in any way directly or indirectly related to the herein described property.

No Liens and Privileges: No person shall be entitled to a lien or privilege on the Immovable property described hereinabove, nor a claim against SELLER as owner, under La, Rev. Stat. §9:4801 or §9:4802 unless SELLER shall have specifically agreed in writing to the price and work of any undertaking by PURCHASERS or any other person. Unless the SELLER agrees otherwise in advance and general contractor, and that contractor shall provide performance and payment bonds equal to 125% of the cost of the work, all at PURCHASERS' sole cost and expense.

Taxes: All taxes assessed against the herein conveyed on party for the year 2000 have been paid. Any and all taxes will be the responsibility of the PURCHASERS. PURCHASERS agree to pay any and all taxes when due unless otherwise agreed to in advance and in writing by the SELLER.

Insurance: PURCHASERS further agree to carry, at PURCHASERS' expense, fire and extended coverage and flood insurance in the amount of 100% of the sale price. All necessary insurance policies to protect all parties to be in the names of the respective parties, PURCHASERS and SELLER, as required, with a mortgagee or loss payable clause in favor of SELLER: Certificates of such insurance shall be delivered to SELLER at the time of execution of this agreement. It is understood and agreed that all insurance proceeds that might be paid under said insurance proceeds. Insurance will be the responsibility of the PURCHASERS. PURCHASERS have the option to procure the required insurance, but PURCHASERS agree that all insurance premiums must be paid in full in advance unless otherwise agreed to in advance and in writing by the SELLER.

Waiver of All Warranties: Except as set forth in this Agreement, SELLER makes no warranty as to the title to the property or as to the physical condition of the pipperty or the improvements) fixtures, or aquipment forming a part thereof or situated therein. PURCHASERS acknowledge that, at closing, it will have conducted its own examination and inspection of the property, that is shall have relied upon such examination and inspection in electing to acquire the property, that it has not relied upon any other representation of SELLER with respect to the physical condition of the property and that it does hereby and will, in the Act of Conveyance of the property, waive and release all warranties of title and warranties of condition, and the following will be included in the Act of Conveyance of the property:

PURCHASERS have inspected the title to and condition of the property and is completely aware of and settisfied with its current title and condition. This sale, transfer and conveyance is made "as-ls-where is" without any warranty guaranty, or representations by SELLER as to the title to or condition of the property other than warranty of title as to SELLER's own acts. SELLER hereby expressly disclaims and PURCHASERS hereby expressly waive any and all warranties whatsoever, either oral or writtan, expressed or implied, made by SELLER or any other person or entity or Implied by law with respect to the property, other than warranty of title as to SELLER's own acts, with the warranties walved herein including, without limitation, any and all warranties of title or peaceable possession, any and all warranties as to the condition of the property or any of its components or paris or contenis or any improvements, fixtures, or equipment forming a part thereof, any and all warranties with respect to the fitness or subtability of the property actnowledge the foregoing and walves any and all right or cause of action that PURCHASERS have or may have to resolve this transfer or to demand a reduction in purchase price based upon the existence of any redibilitory or other vices, defects, or other use, based upon any eviction of PURCHASERS' intended use or any other use, based upon any eviction of PURCHASERS' intended use or any other use, based upon any eviction of PURCHASERS' intended use or any other use, based upon any eviction of PURCHASERS' intended of the some and or warranty or other matter whatsoever, this transfer and walves entitle to ever any other parts, fixtures, or equipment forming a part thereof, based upon the usuitability of the property or any of its components or parts for PURCHASERS' intended use or any other use, based upon any eviction of PURCHASERS, in whole or in part, or based upon any other use, based upon any eviction of PURCHASERS understand the same. PURCHASERS' and SelLER warranty or other matter

Without limiting the generality of the foregoing, but subject to the rights of PURCHASERS under any other agreement between the parties hereto, PURCHASERS hereby walve, and releases SELLER from, any claims, demand, causes or rights of action, in reimbursement, contribution or otherwise, that PURCHASERS have or may have against SELLER arising out of damages, losses or liabilities incurred by or Imposed on PURCHASERS have or may have against SELLER arising out of damages, losses or liabilities incurred by or Imposed on PURCHASERS or its successors or assigns based upon the existence of any asbestos and/or any other Hazardous Materials In, on or under the Property. "Hazardous Materials" means any substance or substances: (1) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or law; or (ii) which is or becomes defined as a "hazardous waste", "hazardous substance", pollutant or contaminant under any federal, state or local statute, regulation, ordinance, order, action, policy or law; or (ii) which is or becomes defined as a "hazardous waste", "hazardous substance", pollutant or contaminant under any federal, state or local statute, regulation, nule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Llability Act (42 U.S.C. section 9601, et seq.); and/or the Resource Conservation and Recovery Act (42 U.S.C. section 9601, et seq.); and/or the Resource Conservation and Recovery Act (42 U.S.C. section 9601, et seq.); and/or the Resource Conservation and Recovery Act (42 U.S.C. section 9601, et seq.); and/or the Louisiana Environmental Quality Act (La. Rev. Stat. §§30:2001, et seq.); or (iii) which is toxic, explosive, corrosive, fammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and la or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United State

Default: Appearers further declare that the payment by PURCHASERS of each monthly installment, plus the payment of all taxes, and any state, local or other assessments and insurance premiums is of the essence of this agreement and that if any of the said installments, taxes, assessments, or insurance premiums are not paid when due or if PURCHASERS shall in any other manner violate the covenants hereunder, then in any of such events, PURCHASERS shall be in default and SELLER shall have the right, at SELLER's option:

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- To seek the specific performance of this Agreement, and to accelerate all Installments due for the unexpired remaining term of this Agreement and deciare said amount immediately due and payable, together with an attorney's fee of twenty-five (25%) percent of the total amount due by PURCHASERS in the event an attorney is employed to protect any interest or enforce any rights of SELLER under this agreement. Upon payment of all such amounts SELLER will immediately convey title to the herein described property to PURCHASERS. PURCHASERS expressly waive demand and all notices of demand; or
- 2.

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To have this agreement canceled in accordance with the provisions of La. Rev. Stat. § 9:2945 and Civil Code Article 2017, without necessity of a judicial dissolution. It is expressly agreed that the SELLER may serve the required forty-five (45) day notice. PURCHASERS expressly waives any additional time to perform which may be allowed by La. Civil Code 2013. In such event all of PURCHASERS' rights under this agreement shall be forfelted as hereinafter provided.

Forfeiture: In the event of such default and cancellation under La. Rav. Stat. §9:2945, the title to the above described property shall be free and clear from any and all claims by PURCHASERS, and SELLER shall be entitled to retain all payments heretofore made by PURCHASERS and all improvements placed upon the said premises without reimbursing PURCHASERS therefor.

It is expressly agreed and stipulated the initial payment, plus the total monthly installments paid by PURCHASERS constituted the stipulated compensatory amount and/or liquidated and stipulated damages which SELLER is entitled to retain to fully compensate SELLER for. (1) the fair and reasonable rental value of the property Involved herein which is owed to SELLER for PURCHASERS' use of the property during the term of this agreement; (2) reasonable compensation owed to SELLER for SELLER for SELLER's removal of the said property from the market, and the resultant loss of all opportunities to sell the subject property to a third party during the term of this agreement; (3) relimbursement of real estate broker's commission, closing fees and costs, transaction taxes/fees and Federal and State income taxes paid or incurred by SELLER as a result of this agreement.

**Insolvency:** Should the PURCHASERS become insolvent, or apply to the bankruptcy court to be adjudged a voluntary bankrupt, or should proceedings be instituted against the PURCHASERS to have the PURCHASERS adjudged an involuntary bankrupt, or should proceedings be taken against PURCHASERS looking to the appointment of a receiver or syndic, this agreement shall automatically terminate and PURCHASERS hereby agree conclusively that PURCHASERS' right to forty-five (45) day notice of termination of this agreement is hereby waived. Additionally, PURCHASERS hereby stipulate conclusively that the property herein described shall not be subject to the bankruptcy proceedings instituted by or against the PURCHASERS.

Further, PURCHASERS covenant and agrees that PURCHASERS and all persons holding possession of the property described herein shall immediately surrender said property and any improvements thereon to SELLER upon the above termination of this agreement without the necessity of any proceedings, eviction or otherwise.

Notices: Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States Mail, postage prepaid, Registered or Certified Mail, Return Receipt Requested, or by facsimile addressed to the parties hereto at the respective addresses set out opposite their names below, or such other addresses as they have theretofore specified by written notice delivered in accordance herewith:

SELLERS:

R & M Delaney, LLC 58291 Hwy 433, Suite A Sildell, La. 70460 504-643-3502

#### PURCHASERS:

LeVone Harold Coleman & Beatrice Hopkins 61497 North Eight Street Slidell, La. 70458

No Walver: SELLER's failure to strictly and promptly enforce its rights under this agreement shall not operate as a walver of SELLER's right, the said SELLER hereby expressly reserving the right to always enforce prompt payment of all monthly installments during the entire term of this agreement, or to seek cancellation of this agreement and forfeiture of all payments to date of such cancellation, regardless of any indulgences or extensions previously granted.

Assignment: Appearers further declare that this contract and all rights hereunder may be transferred and assigned to a third party only with the written consent of SELLER, but in the event of such assignment or transfer, PURCHASERS shall nevertheless remain personally liable for all payments and other obligations to SELLER as set forth in this agreement. PURCHASERS agree that SELLER may freely assign this agreement without PURCHASERS' consent.

Waiver: PURCHASERS expressly consent to a waiver of the requirement of La. Rev. Stat. § 9:2942 relative to the obtaining of a written guarantee from the mortgage holders and the Recordation thereof and the requirement of La. Rev. Stat. § 9:2943 that a Louisiana bank be designated as Escrow Agent, SELLER and PURCHASERS expressly waive any right that they may have to claim the invalidity of this Bond for Deed Contract because of noncompliance with the said statutes and all parties agree not to initiate or suggest that any action be taken against SELLER under La. Rev. Stat. § 9:2947. PURCHASERS further understand that the said statutes are for PURCHASERS' protection and PURCHASERS affirm knowledge of the outstanding mortgage indebtedness all as set forth herein.

Indemnity: PURCHASERS shall and will forever indemnify and hold harmless SELLER from and against any and all liability, penalties, expense, cause of action, suits, claims or judgments for death. Injury or damages to persons or property during the term of this agreement or arising out of the use, occupation, management or control of the premises, or any act of operation on any thereof, or growing out of the demolition, construction, alteration or repair of any building thereon in any case without regard to whether such death. damage of Thigury resulted from the sole or concurring negligence of SELLER, "PURCHASERS or their respective agents or employees or otherwise. PURCHASERS shall and will, at their own expense defend any and all suits, claims, actions or proceedings that may be brought against SELLER, or any of them, or in which SELLER may be impleaded with others, upon any such above mentioned claim or claims, and shall and will satisfy, pay and discharge any and all judgments that may be recovered against SELLER in any such action or actions.

Joint Negotiations and Choice of Law: The PURCHASERS agree and stipulate conclusively that the PURCHASERS have read and understand all of the terms and conditions of this agreement and has entered into the joint negotiations that culminated in this agreement. PURCHASERS further stipulates conclusively that both parties participated equally in the drafting of all of the terms and conditions of this agreement. Finally, PURCHASERS stipulates conclusively that this agreement should not be construed against either party to this agreement. This agreement shall be governed by and construed according to the Laws of the State of Louisiana and venue shall be in St. Tammany Parish. Savings Clause: Should any provision in this agreement be found to be unenforceable, then only that provision will be stricken and the balance of this agreement will remain in full force and effect.

Certificates: The parties hereto agree to dispense with the production of Conveyance Certificates, Mortgage Certificates, and Tax Receipts, and are cognizance to the fact that no title search, abstract, or title opinion have been performed or rendered with regards to property, and that they further agree to exonerate me, said Notary, from any and all liability in the premises.

THUS DONE AND PASSED in the City of Slidell, State of Louisiana, in the presence of the undersigned competent witnesses who have hereunto signed their names with the said parties, on this the <u>4</u> day of <u>December</u>, <u>2003</u>.

SSESS: Seller *A*c eluck Belanøy Purchaser: LeVone Harold Coleman **Purchaser: Beatrice Hopkins** 

# AS IS RIDER ANNEXED TO BOND FOR DEED

## BETWEEN: R & M Delaney, LLC

AND LeVone Harold Coleman and Beatrice Hopkins

DATE: December 4, 2003

The undersigned parties declare that the Bond for Deed and sale contain exculpatory

language and they do declare this Bond for Deed is made in accordance with the same terms and

conditions as contained therein which are restated as follows:

PROPERTY CONDITION: Vendees accept the property and all of the improvements thereon in what condition exists as of the date herein without warranty other than as to the validity of the title. Seller makes no warranties of any sort whatsoever and purchaser expressly waives any rights of redhibition and/or quanti minoris. Seller makes no representations nor warranties whatsoever relating to the use and occupancy of said premises, the square footage of the dwelling and/or the fitness of the property and its improvements for any particular purposes. Purchaser acknowledges that a diligent inspection of the premises has been made and Purchaser has taken all deficiencies and defects, if any, into consideration in bidding. Purchaser accepts the property in its existing "as is" condition and Purchaser agrees that Seller shall have no responsibility or liability whatsoever for any repairs after sale and/or occupancy and these stipulations shall survive the delivery of the title at closing pursuant to Louisiana Civil Code Articles 2520, et seq., or for diminution of purchase price pursuant to Louisiana Civil Code Articles 2541, et seq.

The rider is made and executed contemporaneously with the Bond of Deed Sale to which it is attached

to the undersigned.

R & M Delaney, LLC SELLER: PURCHASER: و د PURCHASER:

