

ST. TAMMANY PARISH COUNCIL

RESOLUTION

RESOLUTION COUNCIL SERIES NO: C-4798

COUNCIL SPONSOR: STEFANCIK/BRISTER PROVIDED BY: DATA MAMAGEMENT

RESOLUTION TO CONCUR/NOT CONCUR WITH THE CITY OF SLIDELL ANNEXATION AND REZONING OF 3 ACRES OF LAND, MORE OR LESS, FROM PARISH A3-SUBURBAN DISTRICT TO CITY OF SLIDELL A6- SUBURBAN DISTRICT, WHICH PROPERTY IS LOCATED AT 138 CHAMALE DRIVE, AND MORE PARTICULARLY IDENTIFIED AS A SINGLE FAMILY LOT CONTAINING APPROXIMATELY 3 ACRES, LOT 49, CHAMALE SUBDIVISION ADDITION NUMBER ONE IN SECTION 10, TOWNSHIP 9 SOUTH, RANGE 14 EAST, ST. TAMMANY PARISH, LOUISIANA, WARD 9, DISTRICT 12.

WHEREAS, the City of Slidell is contemplating the annexation of property which measures 3 acres, more or less, owned by Lisa Marie Clement and Bruce W. Clement. This property is located at 138 Chamale Drive, and is more particularly identified as a single family lot, Lot 49, in Chamale Subdivision Addition Number One, in Section 10, Township 9 South, Range 14 East, St. Tammany Parish, Louisiana, Ward 9, District 12 (see attachments for complete description); and

WHEREAS, the property is not commercially developed and requires rezoning from Parish A3- Suburban District to City of Slidell A6- Suburban District which is not an intensification of zoning.

THE PARISH OF ST. TAMMANY HEREBY RESOLVES to Concur/Not Concur with the City of Slidell annexation and rezoning of 3 Acres of land, more or less, located at 138 Chamale Drive, and more particularly identified as a single family lot containing approximately 3 acres, Lot 49, Chamale Subdivision Addition Number One in Section 10, Township 9 South, Range 14 East, St. Tammany Parish, Louisiana, from Parish A3- Suburban District to Slidell A6- Suburban District, subject to and in accordance with state annexation law and with the provisions of the Sales Tax Enhancement Plan between the Parish of St. Tammany and the City of Slidell.

BE IT FURTHER RESOLVED that should this property be annexed, the St. Tammany Parish Engineering Department will cooperate with the City of Slidell in the review of development proposals utilizing the applicable Parish or City Drainage Regulations, whichever is more restrictive, and in compliance with the provisions of the Sales Tax Enhancement Plan.

BE IT FURTHER RESOLVED that should this property be annexed, the St. Tammany Parish Council requires that the City of Slidell share in the responsibility of maintaining the section of Chamale Drive which adjoins the property, pursuant to state law. This thoroughfare shall remain open for public use.

BE IT FURTHER RESOLVED that should this property be annexed, The St. Tammany Parish Engineering Department will cooperate with the City of Slidell in the review of development proposals utilizing the applicable Parish or City Traffic Impact Regulations, whichever is more restrictive, and in compliance with the provisions of the Sales Tax Enhancement Plan.

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 MAY , 2017, AT A REGULAR MEETING OF THE PARISH COUNCIL, A QUORUM OF THE MEMBERS BEING PRESENT AND VOTING.

STEVE STEFANCIK, COUNCIL CHAIRMAN

ATTEST:

THERESA L. FORD, COUNCIL CLERK



Pat Brister
Parish President

St. Tammany Parish Government

Assistant Chief Administrative Office

Data Management

P. O. Box 628

Covington, LA 70434

Phone: (985) 898-2865

Fax: (985) 898-5238

Email:

rthompson@stpgov.org

Re: Administrative Comment

Date: 1/30/2016

Annexation staff #: SL2017-01

The City of Slidell is contemplating an annexation of 3.0 Acres more or less, owned by Lisa Marie Clement and Bruce W. Clement, located at 435 Robert Blvd, between Christian Lane and West Pinewood Drive, more particularly identified as 138 Chamale Drive, more particularly identified as a Single family lot containing approximately 3 acres, Lot 49, Chamale Subdivision, Addition number one in Section 10, Township 9 South, Range 14 East, Ward 9, Council District 12.

Robert K. Thompson

Special Revenue Manager

Phone: (985) 898-2865



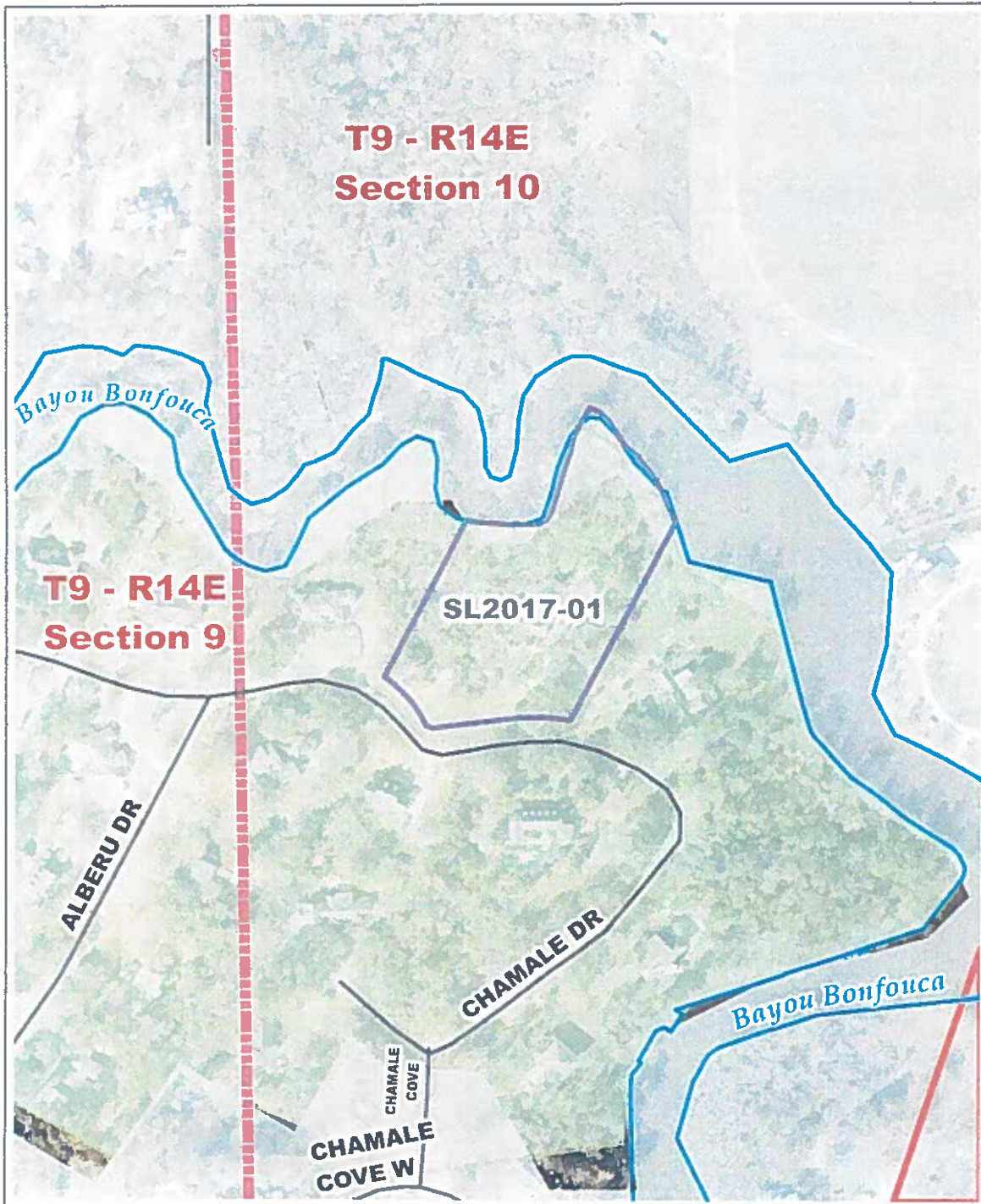
St. Tammany Parish Government
Government that Works

Annexation

City:	Slidell	City Case No:	A17-01/Z17-01	Staff Reference	SL2017-01
Notification Date:	1/3/2017	Dead Line	3/8/2017	Priority	<input checked="" type="checkbox"/> <input type="checkbox"/>
Owner:	Lisa Marie Clement, Bruce W. Clement		Ward	9	Council District: 12 Map
Location:	138 Chamale Drive, more particularly identified as a Single family lot containing approximately 3 acres, Lot 49, Chamale Subdivision, Addition number one in Section 10, Township 9 South, Range 14 East, St. Tammany Parish, Louisiana		Parish Zoning	A3- Suburban	
			City Zoning:	A6- Suburban	
			Subdivision:	Chamale	
Existing Use:	Residential	Developed	Intensification	Concur w/ City	
Size:	3 Acres	Population:	Concur:		
STR:	Sect 10,T- 9-S, R- 14-E	Annex Status:	Sales Tax:		

SL2017-01: STP Department notes:

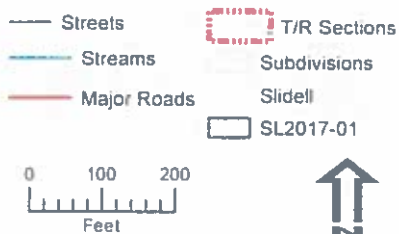
Department	Originator	Note
Development	S Fontenot	The proposal is consistent with Louisiana Revised Statutes relative to annexation. The proposal is not an intensification of zoning
Engineering	H Thomas	This annexation is a critical drainage area located in flood zone A. Parish drainage and fill requirements will apply to any future developments, including no net fill. Also, the Bayou Bonfouca runs through this site. The Bayou Bonfouca is a not a scenic river, but any development must comply with state regulations and restrictions. In particular, fill or clearing within 50 feet of the ordinary low water mark and any new discharges are prohibited without a state permit.
Public Works	J Lobrano	Property abuts Chamale Dr. and if annexed the City of Slidell shall share in the cost of maintaining the section of road it adjoins.
Engineering	J Watson	No traffic issues.
Environmental Services	J Watson	No DES issues.
Data Management	B Thompson	Property is not commercially developed.
Data Management	B Thompson	Processing was on hold awaiting legible copies of survey and legal description from City of Slidell.
Data Management	B Thompson	Jan 24, 2017 Received legible Survey and property description from City of Slidell. GIS finalized requisite plots on 1/26/17.



Slidell Annexation SL2017-01

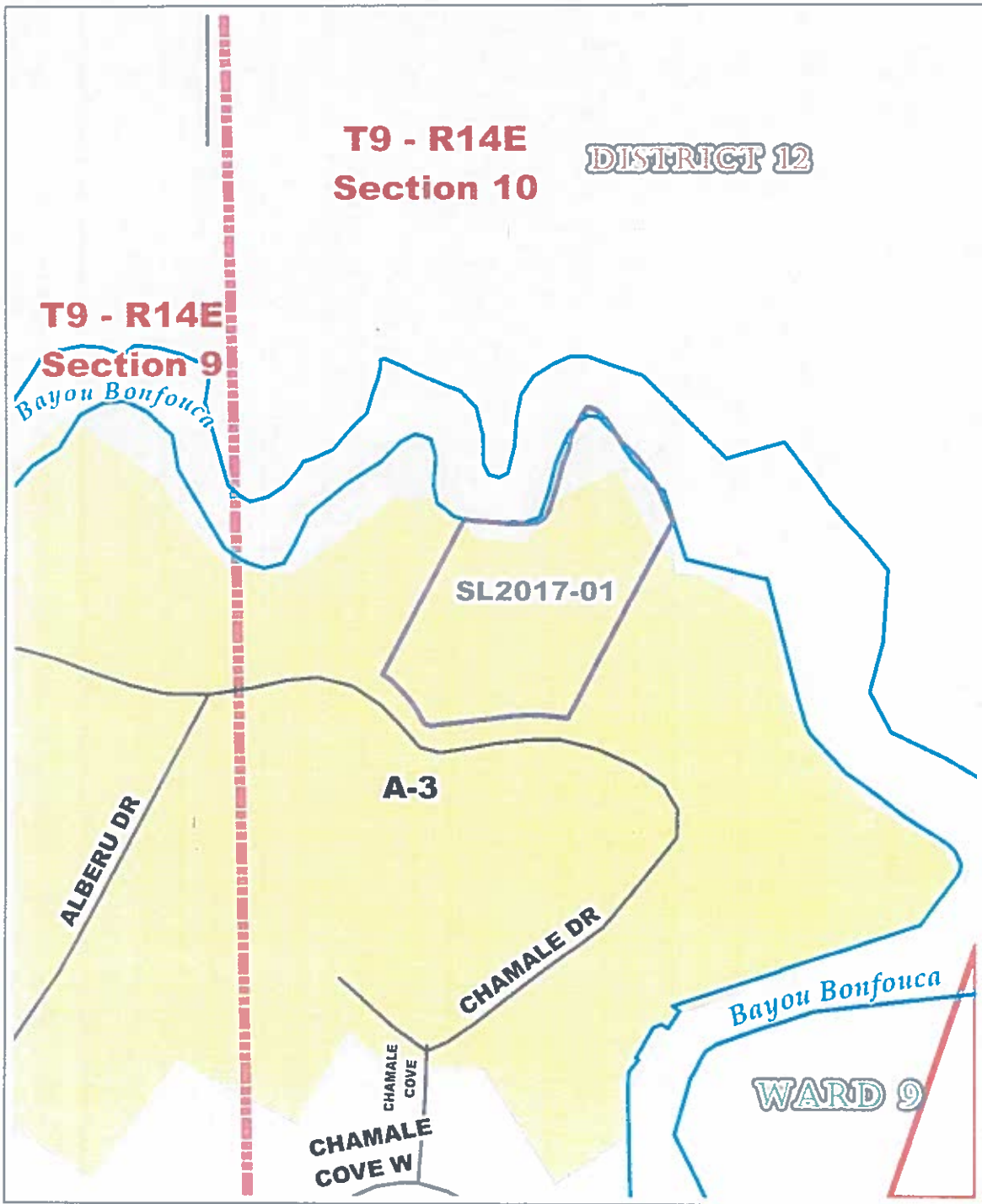


St. Tammany Parish Government
P O Box 628
Covington, LA 70434



This map was produced by the GIS Division of the Department of Technology of St. Tammany Parish. It is for planning purposes only. It is not a legally recorded plan, survey, official tax map or engineering schematic, and it is not intended to be used as such. Map layers were created from different sources at different scales, and the actual or relative geographic position of any feature is only as accurate as the source information. Copyright (c) 2017 St. Tammany Parish, La. All rights Reserved.

Map Number: 2017abg-008 Date: 1/26/2017



Slidell Annexation SL2017-01



St. Tammany Parish Government
P.O. Box 628
Covington, LA 70434

Streams
Streets
Major Roads



0 100 200
Feet

T/R Sections
Side#
SL2017-01

Map Number 2017abg-010 Date 1/26/2017

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E-1 Estate	NC-5 Retail and Service	MD-2 Medical Clinical
E-2 Estate	NC-6 Public, Cultural and Recreational	MD-3 Medical Facility
E-3 Estate	PBC-1 Planned Business Campus	MD-4 Medical Research
E-4 Estate	PBC-2 Planned Business Campus	PF-1 Public Facilities
A-1 Suburban	HC-1 Highway Commercial	PF-2 Public Facilities
A-1A Suburban	HC-2 Highway Commercial	CB-1 Community Based Facilities
A-2 Suburban	HC-2A Highway Commercial	ED-1 Primary Education
A-3 Suburban	HC-3 Highway Commercial	ED-2 Higher Education
A-4 Single Family Residential	HC-4 Highway Commercial	AT-1 Animal Training/Housing
A-4A Single Family Residential	HC-5 Highway Commercial	RBG Riverboat Gaming District
A-5 Two Family Residential	I-1 Industrial	PUD Planned Unit Development
A-6 Multiple Family Residential	I-2 Industrial	AAO Abate Airport Overlay
A-7 Multiple Family Residential	I-3 Heavy Industrial	MHO Manufactured Housing Overlay
A-8 Multiple Family Residential	I-4 Heavy Industrial	RO Rural Overlay
NC-1 Professional Office	Advanced Manufacturing & Logistics	TND-1 Traditional Neighborhood Development
NC-2 Indoor Retail Service	SWM-1 Solid Waste Management	TND-2 Traditional Neighborhood Development
NC-3 Lodging	SWM-2 Solid Waste Management	EO Entertainment Overlay
NC-4 Neighborhood Institutional	MD-1 Medical Residential	RBCO Regional Business Center Overlay

SL2017-01



The City of Slidell

PLANNING DEPARTMENT

250 Bouscaren Street, Suite 203 • Slidell, Louisiana 70458

P.O. Box 828 • Slidell, Louisiana 70459-0828

Telephone (985) 646-4320 • Fax (985) 646-4356

TDD/TTY (800) 545-1833, ext. 375

www.slidell.la.us

December 20, 2016



FREDDY DRENNAN
Mayor

TARA INGRAM-HUNTER
Director

Mr. Robert K. Thompson, Special Revenue Manager
St. Tammany Parish Government, Finance Dept.
21490 Koop Drive
Mandeville, Louisiana 70471

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
NO.: 7016 0340 0000 6619 85627930

RE: Annexation (A17-01) and Rezoning (Z17-01) request by Lisa Marie and Bruce W. Clement to annex property located at 138 Chamale Drive, more particularly identified as a single-family lot containing approximately 3 acres, shown on Map File No. 537-B as Lot 49, Chamale Subdivision, Addition Number One in Section 10, Township 9 South, Range 14 East, St. Tammany Parish, Louisiana, rezoning property from Parish Zoning District A-3 - Suburban District to City Zoning District A-6 - Single Family Residential.

Dear Mr. Thompson:

This is to advise you that the Slidell Planning and Zoning Commissions introduced the above request on December 19, 2016 to consider a Petition for Annexation by Mrs. Lisa Marie Clement and Mr. Bruce W. Clement for property located at 138 Chamale Drive, more particularly identified as Lot 49 in Chamale Subdivision Addition No. One. The Planning and Zoning Commissions' public hearings for this request will be held on Monday, January 23, 2017 at 7:00 p.m. in the Slidell City Council Chambers located at 2045 Second Street, Third Floor. Final action on the Petition for Annexation and Zoning will not take place by the Slidell City Council until after the public hearing of the Slidell Planning and Zoning Commissions.

If you have any comments or questions regarding this annexation, please do not hesitate to contact the City Planning Department at (985) 646-4320.

Sincerely,

A handwritten signature in cursive script, appearing to read "Theresa B. Alexander".

Theresa B. Alexander, Secretary
Slidell Planning and Zoning Commissions

Enclosures

Cc: Mr. and Mrs. Bruce Clement (w/o encl)
Freddy Drennan, Mayor (w/o encl)
City of Slidell City Council (w/encl)
Tara Ingram-Hunter, Director of Planning (w/o encl)

DEC 14 2016
CITY OF SLIDELL
PETITION FOR ANNEXATION

Planning and Zoning Commissions
City of Slidell, Parish of St. Tammany
State of Louisiana

DATE: 12/30/16

- 1) According to the attached certificate of the Registrar of Voters for the Parish of St. Tammany, Louisiana, and according to our information and belief, there are 0 registered voters residing in the area to be annexed. To obtain this information call the Registrar of Voters office in Covington at (985) 809-5500.
- 2) The property owners of this area are: (please print clearly):

NAME	MAILING ADDRESS	TELEPHONE NO.
Lisa Marie Fitzgerald Clement	101 ANNNA ST	985 707-5869
Bruce W. Clement	1011, 102 70458	985-255-5522

There are: ☒ Resident property owners
☐ Non-Resident property owners

- 3) I/we do hereby certify that the undersigned are the sole owners of the property to be annexed. A copy of the Act of Sale/Deed must be attached. Attach a plat of survey or a map drawn to scale of no smaller than 1" equals 100' showing the location, measurements, and ownership of all property proposed for annexation.
- 4) The legal description of the property to be annexed must be attached so that the new City boundaries can be defined with certainty and precision.
- 5) If the petitioner(s) is/are a corporation, partnership or other entity, the petitioner(s) must attach a copy of the resolution authorizing the petitioner to sign and authorizing the petition for annexation. If a couple, both husband and wife must sign the petition.
- 6) Petitioner(s) desire to have the property as described in paragraph 4 annexed to the City of Slidell, St. Tammany Parish, Louisiana.
- 7) A copy of the last paid tax statement must be submitted with this petition for annexation.
- 8) Original Certificate of Assessor certifying ownership and assessed valuation of property must be completed by the Assessor's office. A copy of last tax statement and survey of property should be attached when submitting form to the Assessor's office for completion. Assessor's telephone number is (985) 809-8180 if you have any questions.

*Petitioner, by signature below, acknowledges that they have been informed as to the estimated cost of connection to City utilities.

The undersigned petitioner(s), after being duly sworn, did depose and say that all the allegations and statements of fact are true and correct.

PETITIONER(S) / OWNER(S) OF RECORD:

Bruce W. Clement 12/30/2016
Signature Date
Lisa Marie Fitzgerald Clement 12/30/16
Signature Date

Signature Date

Signature Date

SWORN TO AND SUBSCRIBED before me this 30 day of November, 20 16.

[Signature]

NOTARY PUBLIC
EDDIE M. ENCALARDE, JR.
Bar No. 28571
Attorney / Notary Public
Parish of St. Tammany, Louisiana
My Commission Expires At Death

CITY OF SLIDELL
PETITION TO CHANGE ZONING DISTRICT CLASSIFICATION 2016

Planning and Zoning Commission
City of Slidell, Parish of St. Tammany
State of Louisiana

DATE: _____

Petition is hereby made to the City of Slidell, Louisiana, to change the zoning classification of hereinafter described property.

(INSTRUCTIONS: Please print all information clearly.)

- 1) LOCATION OF PROPERTY: The property petitioned for zoning/rezoning is bounded by the following streets:

X-1st

And identified by Lot, Square/Block, and Subdivision Name as follows:

Lot 49, Chamale Subdivision, Addition Number One

NOTE: If the property does not have Lot, Square/Block, and Subdivision Name, attach a separate sheet giving description by Metes and Bounds.

- 2) TOTAL NUMBER OF ACRES or part thereof: _____

- 3) The reasons for requesting the zoning change are as follows:


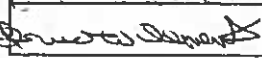
To become a public servant and
serve our city in city government

- 4) A copy of the ACT OF SALE/DEED must be attached. Attach a PLAT SURVEY or a MAP DRAWN TO SCALE no smaller than 1" = 100' showing the location, measurements, and ownership of all property proposed for a change in zoning classification, so that the new zoning/rezoning can be defined with certainty and precision.

- 5) If the petitioner(s) is/are a corporation, partnership or other entity, the petitioner must attach a COPY OF THE RESOLUTION AUTHORIZING THE PETITIONER TO SIGN and AUTHORIZING THE PETITION FOR ZONING. If a couple, both husband and wife must sign the petition.


- 6) The following list of owners or authorized agents of 50% or more of the area of the land in which a change of classification is requested hereby petition the zoning classification of the afore described property be changed -

FROM: _____ TO: _____
(Existing classification) (Proposed classification)

Signature	Printed Name	Mailing Address	Phone #	% Land Owned
	Lisa Marie Fitzmaurice Clement	101 ANNA ST Slidell 70458	985- 707-3860	50
	Bruce V. Clement	"	985- 757-5570	50

BEFORE ME, the undersigned authority, personally appeared the persons whose signatures are affixed above, all of full age and majority, who declare under oath to me, NOTARY, that they are the owners of all that certain lot, piece, or parcel of land located as set forth beside their respective signatures, and that they know of their own personal knowledge that the above petitioners are the owners of at least fifty percent of the area hereinabove described for which a zoning change is requested, and that their signatures were executed freely and voluntarily and that they are duly qualified to sign.

SWORN TO AND SUBSCRIBED before me this 30 day of November, 2016.


NOTARY PUBLIC
EDDIE M. ENCALARDE, JR.
Bar No. 28571
Attorney / Notary Public
Parish of St. Tammany, Louisiana
My Commission Expires At Death

**ST. TAMMANY PARISH
REGISTRAR OF VOTERS**

M. DWAYNE WALL, CERA
REGISTRAR



**STATE OF LOUISIANA
PARISH OF ST. TAMMANY**

CERTIFICATE OF REGISTRAR OF VOTERS

I, the undersigned Registrar of Voters for the Parish of St. Tammany, State of Louisiana, do hereby certify that the property described in the attached Survey by Land Surveying, Inc., Map No. 537-B dated September 7, 1977 and further identified as all that certain lot or portion of ground situated in Chamale Subdivision, Addition Number One, Lot 49 lying and being situated in Section 14, Township 9 South, Range 14 East in St. Tammany Parish, State of Louisiana, and by the records in the Registrar of Voters office has no registered voters within said property.

In faith whereof, witness my official signature and the impress of my official seal at Covington, Louisiana, on this 13th day of December, 2016.

A handwritten signature in dark ink, appearing to read "M. Dwayne Wall", is written over a horizontal line.

M. Dwayne Wall, CERA
Registrar of Voters
St. Tammany Parish, Louisiana

Attachments:

Legal description, Map and Survey

Cc: Joanne Reed, Director of Voter Registration, Secretary of State

701 N. COLUMBIA ST. • COVINGTON, LOUISIANA 70433 • 985-809-5500
520 OLD SPANISH TRAIL • SUITE 4C • SLIDELL, LOUISIANA 70461 • 985-646-4125
FAX NUMBER 985-809-5508



**St. Tammany Parish
Assessor's Office**

St. Tammany Parish Justice Center
701 North Columbia Street • Covington, Louisiana 70433

Louis Fitzmorris
Assessor

ASSESSOR'S CERTIFICATE OF OWNERSHIP

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

I, the undersigned Assessor of St. Tammany Parish, Louisiana hereby certifies that the following property is assessed in the name Arnold A. Gustafson, Jr. ETUX as owner for the tax year 2016 and whose address is 138 Chamale Dr., Slidell, LA 70458, and that the following certification is applicable to the property described as follows which is proposed for annexation into the City of Slidell:

PROPERTY DESCRIPTION


2016 Tax Roll Assessment: Assessment Number: 128-064-7748

LOT 49 CHAMALE SUB ADD 1 CB 1067 169

- I. The total assessed value of all property within the above described area is \$ 20,430.
- II. The total assessed value of the resident property owners within the above described area is \$ 20,430 and the total assessed value of the property of non-resident property owners is \$ 0.
- III. I do further certify that the assessed valuation of the above described tract is as follows:

2016 ASSESSED VALUATION : \$ 20,430

In faith whereof, witness my official signature and the impress of my official seal, at Covington, Louisiana this the 1ST day of December, 2016.



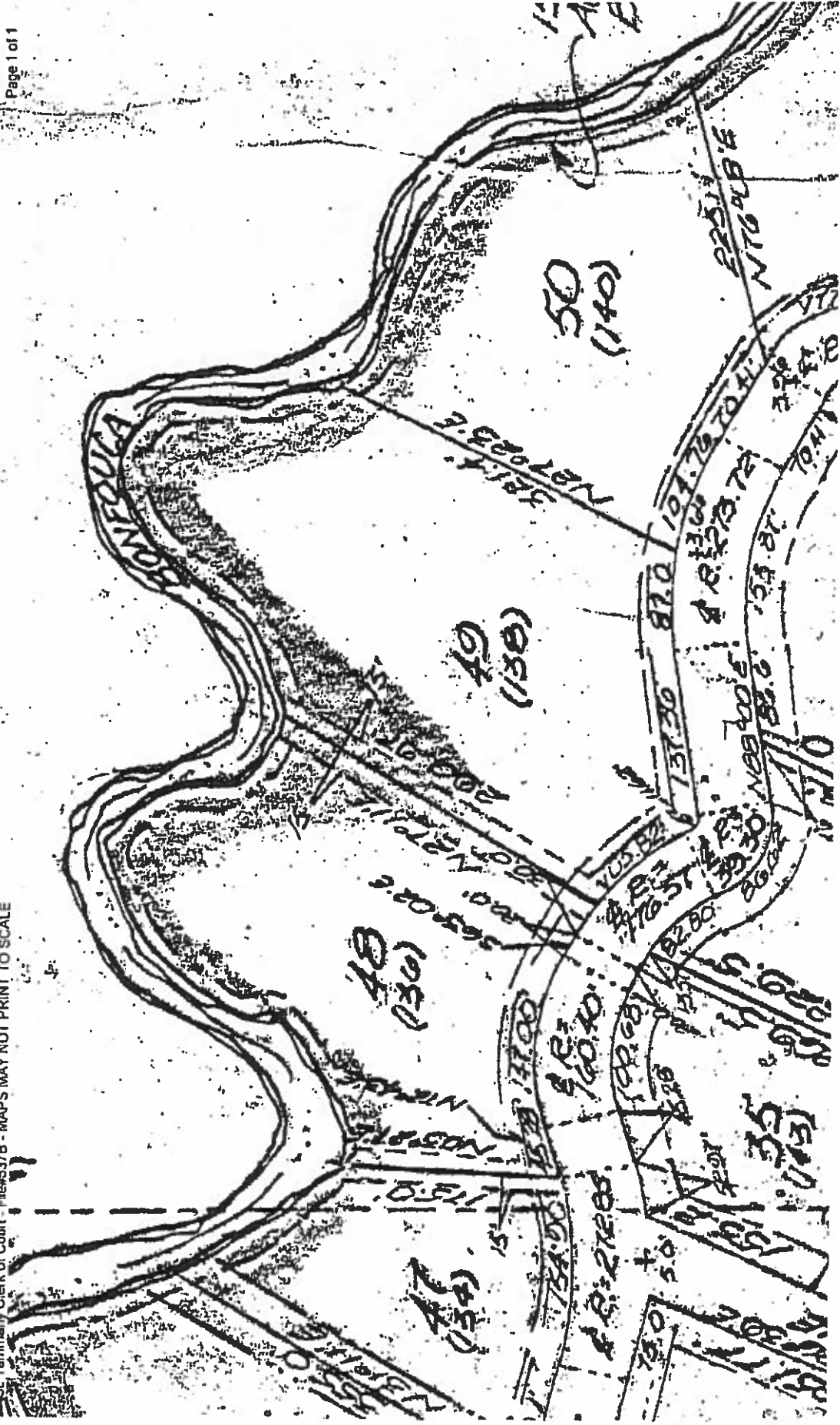
LOUIS FITZMORRIS, Assessor
TROY DUGAS, Chief Deputy Assessor

St. Tammany Clerk of Court - File#5378 - MAPS MAY NOT PRINT TO SCALE

P.001/002

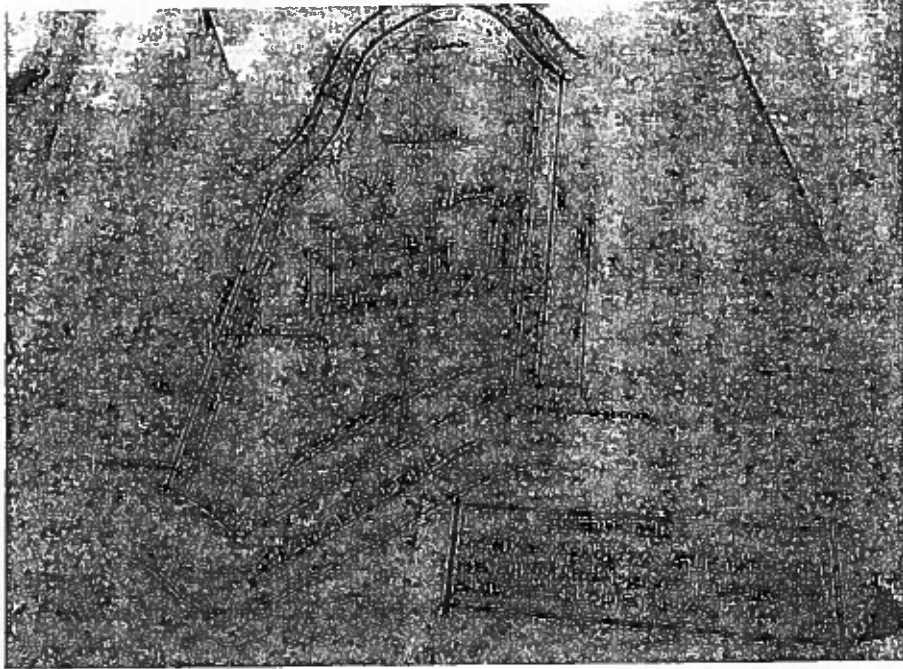
(FAX)

12/12/2016 09:09





Sent from my iPhone



B slip
26' boat
30' x 14' wide

- 6 ton wheel

~~1500 ft.~~
4500 ft.

- if digging pool
with flat address
no net fill

1/10 ash
PGPII

- Mitigation cost
for cypress swamp

beat location slip or along
multitask

Filed by: Camellia Title, LLC
2055 E. Gause Blvd., Ste 300, Slidell, LA 70461
Telephone: (985) 726-0131

**Cash Sale Of Property
by Alice Diane Brogdon, aka Alice B. Gustafson,
wife of/and Arnold A. Gustafson, Jr.
to Lisa Marie Fitzmorris Clement and Bruce W. Clement**

Be It Known, that on the date and at the place set forth hereinafter, before the undersigned Notary Public, duly commissioned, qualified and sworn in and for the jurisdiction hereinafter indicated, and in the presence of the respective competent witnesses indicated, personally came and appeared:

Alice Diane Brogdon, aka Alice B. Gustafson, wife of/and Arnold A. Gustafson, Jr., both competent persons of the full age of majority, domiciled and residing in the County of Hancock, State of Mississippi, the said Arnold A. Gustafson, Jr., appearing herein through his Mandatary, Agent and Attorney In Fact, Alice Diane Brogdon, aka Alice B. Gustafson, pursuant to a General Procuration passed before Gary P. Duplechain, Notary Public, dated January 24, 2007, an copy of which is attached hereto and made a part hereof, the said Alice Diane Brogdon, aka Alice B. Gustafson, after being duly sworn, declared that Arnold A. Gustafson, Jr., is still alive, has not filed a petition for relief under the bankruptcy laws of the United States of America, has not revoked the power of attorney in his/her favor and further that they have each been married but once and then to each other and they currently live and reside together; that their social security numbers are ###-##-4070 and ###-##-6500, respectively; and their permanent residence and mailing address is 784 Loa Place, Diamondhead, MS 39525.

Which said appearers, hereinafter sometimes referred to simply as "Sellers", declared that Sellers do by these presents grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver, with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which Sellers have or may have against all preceding owners and vendors, unto:

Lisa Marie Fitzmorris Clement, wife of Bruce W. Clement, a competent person of the full age of majority, domiciled and residing in the Parish of St. Tammany, State of Louisiana, who, after being duly sworn, declared that she has been married but twice, first to Edward C. Arich, from whom she is divorced, and second to Bruce W. Clement with whom she lives and resides and with whom she is separate in property in accordance with a Marriage Contract dated August 15, 1992, registered in St. Tammany Parish, COB 1519, folio 269; that her social security number is ###-##-1934; and that her residence and permanent mailing address is 126 Rue De La Paix, Slidell, Louisiana 70458; and,

Bruce W. Clement, a competent person of the full age of majority, domiciled and residing in the Parish of St. Tammany, State of Louisiana, who, after being duly sworn, declared that he has been married but twice, first to Beth Blancher, from whom he is divorced, and second to Lisa Marie Fitzmorris Clement, with whom he lives and resides and with whom he is separate in property in accordance with a Marriage Contract dated August 15, 1992, registered in St. Tammany Parish, COB 1519, folio 269; that his social security number is ###-##-0300; and that his residence and permanent mailing address is 126 Rue De La Paix, Slidell, Louisiana 70458.

Hereinafter sometimes referred to simply as "Purchasers", here present accepting, and purchasing for Purchasers, Purchasers' heirs and assigns, and acknowledging due delivery and possession thereof, all and singular the following described property, to-wit:

ALL THAT CERTAIN LOT OR PORTION OF GROUND, together with all the buildings, constructions, component parts, fixtures and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated lying and being situated in CHAMALE SUBDIVISION, ADDITION NUMBER ONE, St. Tammany Parish, Louisiana and more fully described as follows, to-wit:

LOT 49 of said subdivision, all in accordance with plat of said subdivision which is filed of record in the Office of the Clerk of Court, St. Tammany Parish, Louisiana, as Map No. 537-B.

CT#16203 Gustafson to Clement

Page 1 of 3

St. Tammany Parish 2097
Instrument #: 2041963
Registry #: 2454525 Pat
10/27/2015 8:30:00 AM
MP CP 7 MI KCC

FOR INFORMATIONAL PURPOSES ONLY: the improvements thereon bear the municipal no.: 138 Chamale Dr., Slidell, Louisiana 70458.

Being the same property acquired by Alice Diane Brogdon, wife of and Arnold A. Gustafson, Jr., in an act passed before Augusta F. Flanagan, Notary Public, on August 2, 1982, registered on August 4, 1982 under COB#1067, Folio 169, St. Tammany Parish, Louisiana.

To the extent that any of the following may be applicable, this act is made, executed and accepted subject to the following, without the intention of interrupting, suspending or reviving any prescription or peremption thereof or to recognize the validity thereof.

Restrictive covenants, ordinances, rights of way, servitudes and mineral reservations on file in the public records of St. Tammany Parish, including but not limited to:

- 1) Any and all restrictions, conditions, and/or servitudes which may appear in the chain of title; said reference thereto is not to be construed as an extension, recreation or re-establishment thereof.
- 2) Any and all servitudes, encroachments, encumbrances, and/or exceptions that would have been revealed by a current survey of the referenced property.
- 3) Reservation of all minerals of any kind in, on or under the ground herein sold and a right to negotiate mineral leases. Vendor retains no surface rights or rights of ingress or egress with respect to this reservation of minerals.

To have and to hold the above described property unto the said Purchasers, Purchasers' heirs and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of Four Hundred One Thousand Five Hundred And No/100 (\$401,500.00) Dollars, cash, which the said Purchasers have well and truly paid, in ready and current money of the United States Of America, to the said Sellers, who hereby acknowledge the receipt thereof and grant full acquittance and discharge therefore.

"As Is" Clause

Purchasers' Initials:

Purchasers acknowledge that Purchasers or Purchasers' agents or representatives have made a diligent inspection of the property sold herein and are fully satisfied with the property and the physical condition of the premises in all respects, including but not limited to any visible or hidden termite infestation and the resultant damage therefrom. Purchasers and Sellers hereby stipulate and agree that the sale of the property described herein is made "As Is", in the property's present condition, and without representation whatsoever as to kind, quality and condition, and without recourse and without warranty as to kind, quality and condition. Purchasers and Sellers hereby further stipulate and agree that the sale of the property described herein is made with no representations or warranties whatsoever, either expressed or implied, of whatever nature or kind, (except warranty of title), including without limitation, warranty as to zoning, occupancy and permitted usage of the property, condition of the property and structures and improvements, the property's freedom from vices or defects, the property's freedom from infestation by wood destroying insects and harmful pollutants or noxious substances (including asbestos and toxic mold), and the square footage of the dwelling and/or fitness of the property and its improvements for any particular use or purpose. The parties agree that the only warranty of Sellers is a warranty of title. Without limiting the generality of the foregoing, Purchasers specifically waive the implied warranty provided for by Louisiana law, including all warranties against vices or defects, latent, hidden or apparent, or fitness for any particular use or purpose. Purchasers additionally waive any present or future right, claim or cause of action in the nature of redhibition, quanti minoris, concealment, and/or those based on any other theory of law or equity. It is specifically stipulated and agreed that Purchasers assume the risk of all defects, including latent defects not discoverable upon simple inspection, and those which, if known, would deter Purchasers from making the purchase at all or paying the price paid. Purchasers do further relieve and release Sellers and all previous owners of the property from any and all claims for any vices or defects in said property, whether latent or apparent, known or unknown, and particularly for any claim or cause of action for warranty against hidden defects or redhibitory defects pursuant to Louisiana Civil Code Article 2475, redhibition pursuant to Louisiana Civil Code Articles 2520, et seq., or for diminution of purchase price pursuant to Louisiana Civil Code Articles 2541, et seq. These express waivers, releases and assumptions of risk are declared by Purchasers and Sellers to be a material and integral consideration of this act of transfer and sale. Purchasers acknowledge that this provision has been called to Purchasers' attention and explained to Purchasers. Purchasers acknowledge that Purchaser understand that Louisiana redhibition law enables Purchasers to hold Sellers responsible for any apparent or hidden defects in the property existing on the act of sale date, and that Purchasers hereby waive said rights.

Purchasers' Initials:

All State, Parish and City taxes up to and including the taxes due and exigible in the year 2015 are paid as per statement of the Sellers. The 2016 St. Tammany Parish taxes have been prorated based upon the Assessor's estimate of 2016 taxes and the parties hereto acknowledge the sufficiency thereof and hereby release and relieve Encalarde Law Firm, LLC, Camellia Title, LLC, and the undersigned Notary Public from any and all liability regarding the calculation and collection thereof. The 2016 taxes will be paid by the Purchasers.

Purchasers declared that pursuant to the provisions of Louisiana Revised Statute 9§2721, they do hereby designate Lisa Marie Fitzmorris Clement wife of and Bruce W. Clement, as the persons responsible for all property taxes and assessments and all notices pertaining thereto should be addressed and mailed as follows: Mrs. Lisa Marie Fitzmorris Clement and Mr. Bruce W. Clement, 138 Chamale Dr., Slidell, LA 70458.

Sellers declared that they have not heretofore alienated the property and it is subject only to the following encumbrances:

NONE

Sellers hereby agree to defend, hold harmless and indemnify Purchasers from all costs and damages (including attorney's fees) which Purchasers may incur in connection with any mortgages, liens, or encumbrances bearing against the property in contravention to this declaration and warranty.

The parties hereto waive the production and attachment of any and all research certificates required by law or customarily obtained, including without limitation, conveyance, mortgage, paving ordinance, street paving, local improvement certificates or researches and tax research certificates, and the parties hereto do hereby relieve and release, and agree to indemnify and hold harmless, Encalarde Law Firm, L.L.C., Camellia Title, L.L.C., its members and employees, and the undersigned Notary Public from any penalty and all liability and responsibility that may result from their non-production and this waiver.

The parties hereto acknowledge that they are aware that regarding the property transferred herein: (a) no title opinion; (b) no flood elevation; (c) no survey; (d) no environmental site assessment or tests for any harmful pollutant or noxious substances (including asbestos and toxic mold); (e) no wood destroying insect report or termite certificate; and (f) no study, evaluation or opinion of any kind whatsoever regarding the improvements, buildings or structures situated upon the property, for structural integrity, habitability or usability; have been requested by the parties and none has been performed or procured by the undersigned Notary Public, and the parties hereto relieve and release Encalarde Law Firm, L.L.C., Camellia Title, L.L.C., its members and employees, and the undersigned Notary Public, from all liability and responsibility in connection therewith.

Sellers declare, represent and warrant: (1) that no sale or other grant of interest in the property conveyed herein has been, or will be made by Sellers, (2) that said property is subject only to the aforementioned encumbrances and will not become subject to any encumbrance or lien by act of omission of Sellers, or claim against Sellers, except as herein noted or excepted, (3) that there are no paving liens or ordinances recorded against the property, and (4) that all taxes due and exigible on the property up to and including the taxes due and exigible in the year 2015 are paid.

The covenants herein contained shall bind, and the benefits and advantages herein shall enure to the respective heirs, executors, administrators, successors and assigns of all parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Thus Done And Passed, in multiple originals on October 24, 2016, in St. Tammany Parish, Louisiana, in the presence of the undersigned, both competent witnesses, who hereunto sign their names with the said appearer(s) and me, Notary, after due reading of the whole.

Witnesses:

Sign: Vicki O. Kirby
Print: VICKI O. KIRBY

Alice Diane Brogdon Gustafson
Alice Diane Brogdon, aka Alice B. Gustafson,
Individually, and as Mandatary, Agent and
Attorney-in-Fact for, Arnold A. Gustafson, Jr., Sellers

Sign: [Signature]
Print: [Name]

Lisa Marie Fitzmorris Clement
Lisa Marie Fitzmorris Clement, Purchaser

Bruce W. Clement
Bruce W. Clement, Purchaser

[Signature]
Eddie M. Encalarde, Jr., Notary Public
Louisiana Bar Roll No. 28571

Title Insurance Producer:
Camellia Title, LLC, License #326504
2055 Gause Blvd. E., Ste 300, Slidell, LA 70461
Title Insurance Underwriter:
Fidelity National Title Insurance Company
Title Opinion by Eddie M. Encalarde, Jr., Bar Roll #28571

CT#16203 Gustafson to Clement

GENERAL PROCURATION

UNITED STATES OF AMERICA

BY: ARNOLD A. GUSTAFSON

STATE OF LOUISIANA

TO: ALICE B. GUSTAFSON

PARISH OF ST. TAMMANY

BE IT KNOWN, that on this 14th day of JANUARY, 2007,

PERSONALLY CAME AND APPEARED:

Arnold A. Gustafson, a person of the full age of majority, and a resident of the Parish of St. Tammany, State of Louisiana; (hereinafter sometimes referred to as "Appearer");

who declared that he has made and appointed, and by these presents he does make, name nominate, ordain, authorize, constitute and appoint, and in his place and stead, depute and put

Alice B. Gustafson, a person of the full age of majority, and a resident of the Parish of St. Tammany, State of Louisiana; (hereinafter sometimes referred to as "Agent");

to be his true and lawful agent and attorney in fact, general and special, giving, and by these presents granting unto the Agent, full power and authority for Appearer and in Appearer's name and behalf, and to Appearer's use; to conduct, manage and transact all and singular Appearer's affairs, business, concerns and matters of whatever nature or kind, without any exception or reservation whatsoever; to open all letters of correspondence addressed to Appearer and to answer the same; to make and endorse promissory notes in the name of Appearer and draw, endorse and accept checks and bills of exchange; to draw money out of any bank(s), brokerage accounts(s), homestead(s), savings and loan association(s) or other institution(s) where the same may have been deposited in the name, or for the account of Appearer, to deposit drafts, bills or exchange, acceptances, checks and notes or other obligations, for collection in any bank(s), brokerage account(s), homestead(s), savings and loan association(s) or other institution(s) and withdraw the same or the proceeds thereof, at pleasure, by check, or otherwise; to sell and transfer all or any of the shares of the capital stock of any corporation owned by Appearer and received and pawn all or any shares of stock in any corporation, owned by Appearer, to make and give any note or notes, which may be necessary from time to time or renew, extend or waive prescription on the same; to attend all or any meetings of creditors wherein Appearer may be interested, to vote in Appearer's name on all questions or matters that may be submitted to such meetings, to attend all or any meetings of the stockholders of any corporation in which Appearer may own stock or be interested, to vote or execute proxies in favor of others to vote in the name of Appearer on all questions or matters that shall or may be submitted at such meeting, to borrow money from any bank(s), homestead(s), insurance company(ies) or other financial institution(s) on the notes or obligations of Appearer drawn by Appearer or by Agent or those of others which shall or may come into the hands of Agent for the use of Appearer, and execute notes or obligations from time to time for the renewal of all such or any part or parts thereof; to sell, transfer and convey or to mortgage and affect all or any part(s) of the real, personal or mixed estate of Appearer and to receive the price thereof, to purchase real, personal and mixed estate(s) in the name of Appearer on such terms and conditions as Agent shall deem proper; to lease, let or hire all or any part of the real and personal estate belonging to Appearer; to make and execute oil, gas and mineral leases, on any property of Appearer or in which Agent shall deem proper in Agent's sole and uncontrolled discretion, and receive and receipt for the bonuses, rents and proceeds thereof as the same shall fall due, to make and execute mineral and royalty deeds either selling or buying mineral or royalty rights, and for

St. Tammany Parish 2077
Instrument #: 2041961
Registration #: 2444584 PM
10/27/2014 8:30:00 AM
MB X CB Y MI WLC

the full execution of the purposes aforesaid, to make, sign and execute in the name of Appearer all compromise, covenant, deed, assignment, agreement, division order or otherwise, that shall or may be requisite or necessary, and containing such terms, conditions and provisions as Agent shall deem meet and proper, including, without limitation, confessing of judgment, pact de non alienando, waiver of appraisalment, and all usual Louisiana security clauses and devices, and bind Appearer thereby as firmly as if the same were or had been Appearer's own proper acts and deeds; to sign all bonds, returns, petitions, waivers, or other documents required by the Collector of Internal Revenue, the Department of Revenue or other taxing authorities, and attend to all custom house business for account of Appearer; to receive and attend to all shipments or consignments of produce, goods, wares or merchandise, that shall or may be made to Appearer, either for Appearer's own account and risk, or that of others, and to pursue the instructions of the owners, shippers, or others interested therein, relative thereto; to receive and acknowledge to which Appearer may be a party, and to act for Appearer and be appointed the Appearer's substitute in all cases wherein Appearer may be appointed the agent or attorney of others; and to ask, demand, have, take, sue for and by all lawful ways and means to recover and receive of and from all and every person, firm or corporation, all and every sum(s) of money, goods, debts, property and effects whatsoever, that now is, or are or may hereafter be in his, her, their or its custody or possession, due, owing, coming or belonging to Appearer whether by bond(s), bills(s), note(s), book-debt(s), accounts(s), consignment(s), bequest(s), or for any by any reason or means whatsoever; and to that end with whom it may concern, to adjust and settle all accounts, and upon recovery and receipt in the premises to make and give good and sufficient discharges and acquittance; to appear before all courts of law, admiralty and equity, there to do, prosecute and defend as occasion shall require or to compromise, compound and agree in the premises, by arbitration or otherwise, as Agent shall in Agent's discretion think fit; also to apply for and obtain all and any attachments, depositions, injunctions and appeals, give the requisite security and sign the necessary bonds; to invest and reinvest all or any part of Appearer's property in any property and undivided interests in property, wherever located, including bonds, certificates of deposit, brokerage accounts, debentures, notes, secured or unsecured, stocks of corporations regardless of class, interests in limited partnerships, real estate or any interest in real estate whether or not productive at the time of investment, interests in trusts, investment trusts, whether of the open and/or closed fund types, and participation in common, collective or pooled trust funds or annuity contracts without being limited by any statute or rule of law concerning investments, by fiduciaries; to make, receive and endorse checks and drafts, deposit and withdraw funds in bank(s), homestead(s), savings and loan association(s), brokerage house(s), or other institutions, acquire and redeem certificates of deposit, or execute or release such deeds of trust or other security agreements as may be necessary or proper in the exercise of the rights and powers herein granted; to execute any and all contracts of every kind or nature; to pay any and all indebtedness of Appearer in such manner and at such times as Agent may deem appropriate.

To represent Appearer judicially and otherwise, whether as heir, legatee, creditor, executor, administrator or otherwise, in all successions or estates in which Appearer may be or become interested, including any acceptance or renunciation thereof; to apply for the administration thereof and to demand, obtain and execute all orders and decrees as Agent may deem proper therein, and finally to settle, compromise and liquidate Appearer's interest therein, and to receive and receipt for all property to which Appearer may be entitled in respect of said successions or estates.

To make gifts, grants or other transfers without consideration, either outright, in trust or otherwise to or for the benefit of Agent, Appearer's children and their descendants, and the spouses of all of Appearer's descendants, and such other persons as Agent may determine to be in Appearer's best interest or in the best interest of Appearer's estate, and to take any other actions to implement or continue Appearer's estate planning, including but not limited to gifts that will be eligible for the annual gift tax exclusion in Section 2503(b) of the Internal Revenue Code (IRC) as it now appears or may be hereafter amended, and gifts of tuition costs and medical costs in accordance with IRC Sections 2503(e) and 2611(b)(1), as they now appear or may be hereafter amended, as well as taxable gifts that may use up Appearer's unified credit during lifetime as the same is defined in IRC Section 2010 as it now appears or may be hereafter amended, as well as gifts to charities and the making or fulfillment of charitable pledges. Appearer further authorizes Agent to review any and all estate planning documents executed by Appearer and Agent is directed to avoid any transactions that would disrupt Appearer's estate plan.

And Appearer further authorizes Agent to sell, lease, exchange, partition, or otherwise alienate oil, gas, salt, sulphur and other minerals and interest therein, and to make and execute all mineral leases and other contracts, including unitization, repressurization and pooling agreements and any other type of agreement, for the exploration and development of oil, gas, salt, sulphur and other minerals and interest therein, or any of them, in and under any of the properties of Appearer, and/or for the conservation of such mineral property, upon such terms and conditions and for such consideration as Agent may deem to be appropriate.

And Appearer further authorizes Agent to establish a new residency or domicile for Appearer, from time to time and at any time, within or without the State of Louisiana and within or without the United States, for the purpose of exercising effectively the powers granted to my Agent in this document.

And generally to do and perform all and every other act, matter and thing whatsoever, as shall or may be requisite and necessary, touching or concerning the affairs, business or assets of Appearer as fully, completely and effectually, and to all intents and purposes with the same validity, as if all and ever such act, matter or thing, were or had been particularly stated, expressed, and especially provided for, or as Appearer could or might do if personally present; and Appearer hereby agrees to ratify and confirm all and whatsoever Agent shall lawfully do or cause to be done by virtue of this Act of Procuration.

Appearer declared that, pursuant to and in accordance with Article 4550 of the Louisiana Code of Civil Procedure, he does by this Act of Procuration and Power of Attorney nominate, Alice B. Gustafson curator of his person and his property, to serve in the event Appearer should be later interdicted.

In the absence of my ability to give directions regarding the my medical care and/or the right to refuse medical or surgical treatment and my acceptance of the consequences from such refusal, I hereby grant my said agent the authority to make any and all decisions relative to such medical and surgical treatment as the agent in her sole discretion deems appropriate.

It is expressly intended that this Act of Procuration shall not expire in the event of Appearer's incapacity, disability, or other condition making express revocation impossible or impractical.

THUS DONE AND SIGNED, in multiple originals, in St. Tammany Parish, Louisiana, on the day, month and year herein first above written, in the presence of the two competent witnesses, who hereunto sign their names with the Appearer, after due reading of the whole.

WITNESSES:

Donna K. Sison

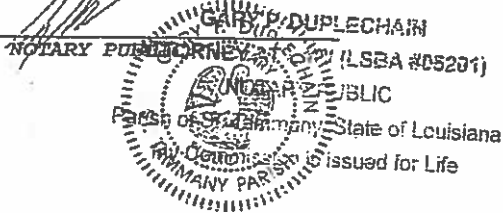
Donna K. Sison

Joellyn B. Marshall

JOELLYN B. MARSHALL

Arnold A. Gustafson

Arnold A. Gustafson





**St. Tammany Parish
Assessor's Office**

St. Tammany Parish Justice Center
701 North Columbia Street • Covington, Louisiana 70433

Louis Fitzmorris
Assessor

TAXPAYERS INFORMATION SHEET

HOMESTEAD EXEMPTION

FOR 2017

The **2016** tax bills will be issued by the St. Tammany Parish Sheriff/Tax Collector on or about the end of November, 2016. The **2016** tax bill will be in the former owner's name (seller/owner as of January 1) and will be due by December 31, 2016.

Please make sure that the 2016 taxes are satisfied with/paid to the St. Tammany Parish Sheriff/Tax Collectors office, (985)809-8213, (985)809-8214.

A **2017 Homestead Exemption** is being filed today 12/12/16 in the current owner's name Bruce & Lisa Clement. This will be reflected on the **2017** tax bill issued in November/December 2017.

The 2017 tax roll will be available for public inspection/review for a two week period in August 2017. This can be done with our office either in person, by phone, or by checking our web site and is for the purpose of reviewing your assessment, checking the listing for any necessary corrections and to make sure your homestead exemption has been properly applied to the tax roll.

Penny Brown
St. Tammany Parish Assessor's Office

Date: 12/12/16



Louis Fitzmorris
St. Tammany Parish Assessor
www.stpao.org


Permanent Homestead Exemption Application


2017

Assessment Number: 124-135-6321 Date: 12/12/16
Name: Clement Bruce W Date of Birth: 9/11/1953
Email: b.clement@stt.net Primary Phone: (855) 259-5527
Co-owner/Spouse: Clement, Lisa M Date of Birth: 6/30/1962
Brief Property Description: Lot 131 Eagle Point Sub PH4
Physical Address: 101 Anna St
City: Slidell State: LA Zip: 70458
Mailing Address: Same

City: Slidell State: LA Zip: 70458 Initial To Verify
On January 1st, did you have a Homestead Exemption on another property? Yes ☒ No ☒ removed
Do all the owners reside here? ☒ Yes ☐ No Single Family? ☒ Yes ☐ No
Occupancy Date: 12/11/16
Year Built: 75yrs Number of Stories: 1 Total Living: 1750 sq ft
Is this a mobile home? ☐ Yes ☒ No If yes, Make: Year: Size:
Is the property owned by a Trust? ☐ Yes ☒ No If yes, did you retain usufruct? ☐ Yes ☒ No
Is any part of this property used for a commercial business? ☐ Yes ☒ No
If yes, sq ft commercial use:
Are you disabled? ☐ Yes ☒ No
Are you a 100% Disabled Veteran? ☐ Yes ☒ No If yes, You MUST attach VA disability report.

I own, occupy, and claim homestead exemption on the property described herein above in accordance with the provisions of La. Const. Art. 7 §20, and hereby certify that I am not claiming any other property as my homestead for purposes of homestead exemption. I further declare under the penalties for filing false statements, to the best of my knowledge and belief this application is true, correct, and complete.


Signature


Co-owner/Occupant/Spouse Signature

Special Assessment Application

Complete this section if applying for a Special Assessment. [Click here for qualification requirements.](#)

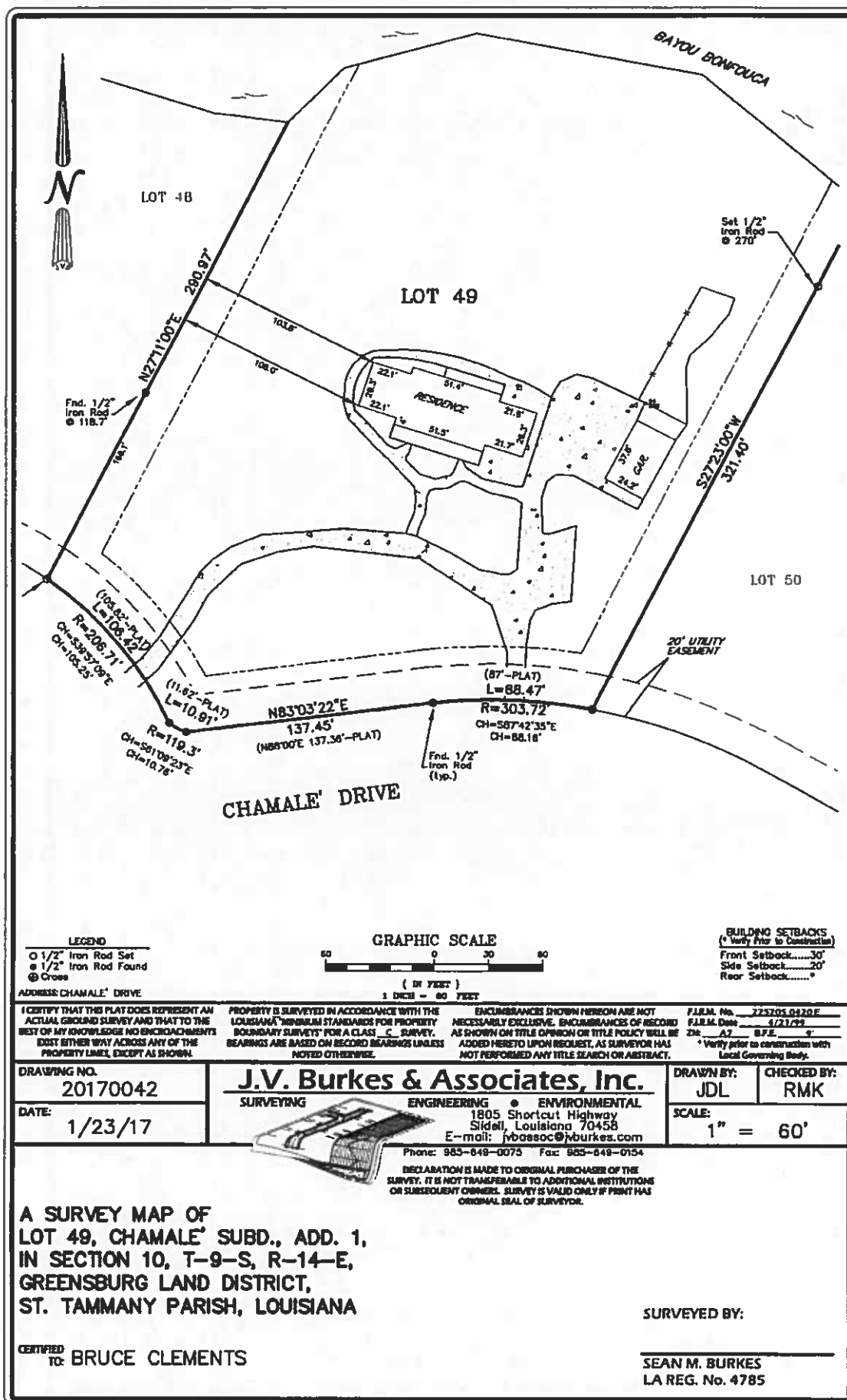
Type: ☐ 65 or older ☐ Disabled Veteran ☐ Veteran MIA/KIA
☐ Permanently Totally Disabled ☐ Surviving Spouse ☐ None

Attach supporting documents (i.e. disability award letter, final judgment)

Adjusted Gross Income: Year:

In accordance with La. Const. Art. 7 §18, I hereby request to freeze the total assessment on the property described herein above. NOTICE: The Special Assessment Application for age 65 and over, if granted, is valid until the property is sold. This does not freeze the amount of taxes. The Special Assessment Application for disabled veterans or disabled individuals must be renewed annually.


Signature



PATH: P:\W\JVBURKES\2017\LOT SURVEY\CHAMALE' SUBD. LOT 49, Add. 1\170042.dwg

J. V. Burkes & Associates, Inc.

***1805 Shortcut Highway, Slidell, La
Phone (985) 649-0075 ♦ Fax (985) 649-0154
Engineering ♦ Surveying ♦ Environmental
January 23, 2017***

***Attachment to J. V. Burkes & Associates, Inc. Dwg. No. 20170042
(Dated January 23, 2017)***

***Legal Description - Lot 49, Chamale' Subdivision, Addition 1,
situated in Sections 9 & 10 - Township 9 South - Range 14 East,
Greensburg Land District,
Saint Tammany Parish, Louisiana***

A certain parcel of land, lying and situated in Section 10, Township 9 South, Range 14 East, Greensburg Land District, Saint Tammany Parish, Louisiana and being more fully described as follows.

Commence from a ½" iron rod found on the northerly right of way line of Chamale' Drive at the point of curvature, said point being the southwest property corner of Lot 48 common to the southeast corner of Lot 47 and run along the northerly right of way line of Chamale' Drive North 72 Degrees 43 Minutes 00 Seconds East a distance of 45.28 feet to a point; Thence run along a curve to the right having a radius 190.40 feet and an arc length of 147.00 feet (having a chord bearing/distance of South 85 Degrees 09 Minutes 04 Seconds East a distance of 143.38 feet) to a point; Thence run South 63 Degrees 02 Minutes 00 Seconds East a distance of 20.00 feet to a point; Thence run of along a curve to the right having a radius 306.57 feet and an arc length of 30.00 feet (having a chord bearing/distance of South 60 Degrees 13 Minutes 48 Seconds East a distance of 29.99 feet) to a ½" iron rod set and the Point of Beginning.

From the Point of Beginning and leaving said northerly right of way line of Chamale' Drive run North 27 Degrees 11 Minutes 00 Seconds East a distance of 290.97 feet to a point on the left descending bank of Bayou Bonfouca; Thence Recommence at the Point of Beginning and run along the northerly right of way line of Chamale' Drive along a curve to the right having a radius 206.71 feet and an arc length of 106.42 feet (105.82 feet-plat) (having a chord bearing/distance of South 39 Degrees 57 Minutes 09 Seconds East a distance of 105.25 feet) to a ½" iron rod found; Thence run along a curve to the left having a radius 19.30 feet and an arc length of 10.91 feet (11.62 feet-plat) (having a chord bearing/distance of South 61 Degrees 09 Minutes 23 Seconds East a distance of 10.76 feet) to a point; Thence run North 83 Degrees 03 Minutes 22 Seconds East a distance of 137.45 feet (North 88 Degrees 00 Minutes east a distance of 137.36 feet-plat) to a ½" iron rod found; Thence run along a curve to the right having a radius 303.72 feet and an arc length of 88.47 feet (87.00 feet-plat) (having a chord bearing/distance of South 87 Degrees 42 Minutes 35 Seconds East a distance of 88.16 feet) to a ½" iron rod found; Thence leaving said northerly right of way line of Chamale' Drive run North 27 Degrees 23 Minutes 00 Seconds East a distance of 321.40 feet to a point on the left descending bank of Bayou Bonfouca; Thence run along the meanderings of the left descending bank of Bayou Bonfouca and back to the aforementioned point.

Said parcel contains [REDACTED] acres of land more or less, lying and situated in Section 10, Township 8 South, Range 14 East, Greensburg Land District, Saint Tammany Parish, Louisiana.