

ST. TAMMANY PARISH COUNCIL

RESOLUTION

RESOLUTION COUNCIL SERIES NO: C-4862

COUNCIL SPONSOR: MR. DEAN

PROVIDED BY: COUNCIL OFFICE

RESOLUTION TO VACATE, IN PART, THE 6 MONTH MORATORIUM ON PROPERTY LOCATED WITHIN A PORTION OF THE BAYOU DE ZAIRE BASIN AND A PORTION OF THE FLOWERS BAYOU BASIN SOUTH OF I-12 BEING THE STORM SEWER SYSTEM THAT FLOWS INTO THE FLOWERS BAYOU BASIN (WARD 1, DISTRICT 1)

WHEREAS, on April 6, 2017 the Parish Council adopted Ordinance C. S. No. 17-3723 imposing a six (6) month moratorium on receipt of submissions by the Parish Planning and Zoning Commission for the re-subdivision or re-zoning of property and/or on the issuance of permits by the Parish Department of Planning and Development/Permits for the construction or placement of any building structures on property within a portion the Bayou De Zaire Basin and a portion of the Flowers Bayou Basin south of I-12 being the storm sewer system that flows into the Flowers Bayou Basin; and

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

- 1. Garden Home Units 13 and 49, Madison Villa, Section 44, Township 7 South, Range 10 East, as more fully described on Exhibit "A"; and
- 2. Lot 6 Tchefuncte Trace, as more fully described on Exhibit "B"; and
- 3. 4.50 acres located in Section 44, Township 7 South, Range 10 East, as more fully described on Exhibit "C"; and

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

THE PARISH OF ST. TAMMANY HEREBY RESOLVES that pursuant to Chapter 5, Article II, Sec. 5-056.00 of the Code of Ordinances, the Parish Council vacates, in part, the moratorium established by Ordinance C. S. No. 17-3723 and any subsequent extensions thereof, to remove there from the restriction on the issuance of permits for construction or placement of any building structures on:

- 1. Garden Home Units 13 and 49, Madison Villa, Section 44, Township 7 South, Range 10 East, as more fully described on Exhibit "A"; and
- 2. Lot 6 Tchefuncte Trace, as more fully described on Exhibit "B"; and
- 3. 4.50 acres located in Section 44, Township 7 South, Range 10 East, as more fully described on Exhibit "C"

All of the above mentioned properties are located within a portion of the Bayou De Zaire Basin and a portion of the Flowers Bayou Basin south of I-12 being the storm sewer system that flows into the Flowers Bayou Basin, Ward 1, District 1.

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

MOVED FOR ADOPTION BY: _____ SECONDED BY: _____

YEAS: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

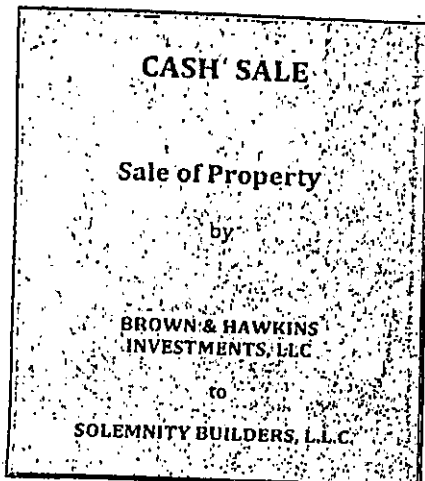
THIS RESOLUTION WAS DECLARED ADOPTED ON THE 7 DAY OF SEPTEMBER, 2017,
AT A REGULAR MEETING OF THE PARISH COUNCIL, A QUORUM OF THE MEMBERS BEING
PRESENT AND VOTING.

STEVE STEFANCIK, COUNCIL CHAIRMAN

ATTEST:

THERESA L. FORD, COUNCIL CLERK

EXHIBIT "A"



UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

BE IT KNOWN, that on the undersigned dates;

BEFORE the undersigned Notaries Public, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

BROWN & HAWKINS INVESTMENTS, LLC (TIN XX-XXX1707), a Limited Liability Company, organized and existing pursuant to Articles of Organization filed with the Louisiana Secretary of State on August 15, 2014, represented herein by **BOBBY HAWKINS**, its Managing Member, who is duly authorized by a Unanimous Consent of Members, the original of which is annexed hereto and made a part hereof.

Mailing Address: 2216 Magazine Street, New Orleans, LA 70130

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

SOLEMNITY BUILDERS, L.L.C. (TIN XX-XXX9452), a limited liability company, organized and existing pursuant to Articles of Organization filed with the Louisiana Secretary of State on June 17, 2001, represented herein by **DONNA COOPER**, its Managing Member, who is duly authorized by a Unanimous Consent of Members dated August 7, 2003, the original of which is filed on August 12, 2003 in the office of the Clerk of Court for St. Tammany Parish at Instrument #1385192.

Mailing Address: 403 St. Louis Street, Madisonville, LA 70447

hereinafter referred to as "Purchaser", here present, accepting and purchasing for themselves and their heirs and assigns, and acknowledging due delivery and possession thereof, all and singular, the following described property, to-wit:

St. Tammany Parish 88
Instrmnt #: 2048237
Registry #: 2474181 crt
12/27/2016 3:31:00 PM
MB CB X MI UCC

EDWARD J. MURPHY

St Tammany Parish Clerk of Court Inst#2048237

Page 2 of 5

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Section 44, Township 7 South, Range 10 East, Ward 1, District 1, St. Tammany Parish, Louisiana, in MADISON VILLAS, a Planned Unit Development, established according to that map and plat of Wilson-Pope, Inc., dated March 17, 2003, last revised July 1, 2004 and filed for registry July 28, 2004, with the Clerk of Court for St. Tammany Parish as Map File No. 351B, and being more particularly described as follows, to-wit:

GARDEN HOME UNITS 13 and 49, MADISON VILLAS, ST. TAMMANY PARISH, LOUISIANA.

Being the same property acquired by Brown & Hawkins Investments, LLC from Madison Villas, L.L.C. by Cash Sale dated April 15, 2015, before Aren C. McCroskey, Notary Public, filed for record April 17, 2015, at CIN 1977523 in the official records of St. Tammany Parish, Louisiana.

THIS ACT IS MADE AND ACCEPTED SUBJECT TO THE FOLLOWING:

1. Restrictive covenants, leases, building restrictions, setback requirements and servitudes and any other limitations, covenants, requirements or restrictions as may be contained in the official records and /or plan of subdivision or resubdivision, such as but not limited to plan filed at Map File No. 351B as corrected by CIN 1458747, ratified at CIN 1457161, and those Restrictions filed at CIN 1454360, as amended at CIN 1448514 but deleting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that such covenants, conditions or restrictions (a) are exempt under Chapter 42, Section 3607 of the United States Code or (b) relate to handicap but do not discriminate against handicapped persons.
2. Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the Covenants, Conditions and Restrictions recorded at CIN 1458747; ratified at CIN 1457161
3. Servitude of driveway, 20 feet along part of North and West boundary, as shown on survey by John G. Cummings & Associates, Inc., attached to CIN 1219217
4. Master Deed Restrictions recorded at CIN 1454360; as amended at CIN 1448514.
5. Servitude in favor of CLECO recorded at CIN 1538134.
6. Act of Correction to Subdivision Plat recorded at CIN 1458747
7. Deposit of SELA Water & Sewer ROW filed at CIN 1759059 (relating to common area).

TO HAVE AND TO HOLD the above described property unto the said Purchaser, Purchaser's heirs, successors and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of **SIXTY SEVEN THOUSAND AND 00/100 (\$ 67,000.00) DOLLARS**, which the said Purchaser has well and truly paid, in ready and current money to the Seller who hereby acknowledges the receipt thereof and grant full acquittance and discharge therefor.

The parties hereto declare that they do not hereby intend, by the execution of these presents, to interrupt, or suspend, the running of any prescription or preemption which has run or may run in connection with the foregoing, nor do the parties intend to revive, establish or initiate any one or more of the foregoing, which may not now or hereby be binding upon the property and/or the parties hereto.

Purchaser herein assumes all responsibility and liability in connection with reading and reviewing any and all Declarations, Restrictions and/or Covenants of record before this transfer and does waive and release me, Notary, from any and all liability and responsibility in connection therewith.

All parties signing the within instrument have declared themselves to be of full legal capacity and have declared that the name, marital status, domicile and address of each is correct as set forth above.

**CONSENT, AUTHORIZATION AND RESOLUTION
OF THE MEMBERS OF
BROWN & HAWKINS INVESTMENTS, LLC**

We, the undersigned, being the members of BROWN & HAWKINS INVESTMENTS, LLC, a Louisiana limited liability company (the "Company"), do hereby certify that the following resolutions were adopted by the Company at a meeting of the Company duly convened and held on the 18TH day of NOVEMBER, 2016;

WHEREAS, CHAD BROWN and BOBBY HAWKINS are the Members and Managers of the Company;

WHEREAS, the Company intends to sell certain immovable property (the "Property"), more particularly described as follows, to-wit:

GARDEN HOME UNITS 13 AND 49, MADISON VILLAS, ST. TAMMANY PARISH,
LOUISIANA

NOW, THEREFORE, BOBBY HAWKINS, as a Manager Member of the Company, is hereby authorized by the Company (hereinafter the "Authorized Individual") to do the following:

(a) to enter into any and all manner of agreements in connection with the sale of the Property, including, but not limited to, act of cash sale, bill of sale, settlement statements, closing certificates, affidavits and any other similar agreements, all at such price and upon such terms and conditions as he in his sole discretion considers appropriate for the above-referenced sale.


(b) generally to do and perform any and all acts and sign any and all agreements, obligations, instruments, and other writings of any kind whatsoever in connection with the authorizations granted herein.

The Company agrees that the BOBBY HAWKINS is hereby authorized, empowered and directed to execute and deliver all instruments, documents, agreements and other writings authorized herein, upon such terms and conditions and in such form as he in his sole and absolute discretion deems necessary, advisable or proper. The Company and all parties thereto shall be bound by all instruments, documents, agreements and other writings executed by him.

Any person to whom any representative of the Company gives an original of this Consent, Authorization and Resolution is hereby authorized and entitled to rely on the authorizations granted herein unless and until written instructions to the contrary, signed by the members of the Company, are delivered to that person.

DATED this the 20th day of DECEMBER, 2016.


CHAD BROWN Member


BOBBY HAWKINS Member

The parties hereto waive the production of Mortgage, Conveyance, and Paving Certificates and relieve and release me, Notary, from any responsibility therewith.

The parties hereby waive the production of a current survey and do hereby relieve and release me, Notary and Winters Title Agency, Inc., from any and all liability in connection therewith, including, but not limited to matters of, access, encroachments, servitudes, legal description, easements, etc., which might result from said nonproduction of survey.

All State, Parish and City taxes up to and including the taxes due and eligible in 2015 are paid, as per Parish and City tax researches. The 2016 taxes have been prorated and are paid at closing. The parties acknowledge that the Purchasers at the address set forth above are the proper recipients of all future notices of ad valorem tax bills and special assessments for the above described property, bearing Tax Assessment No. 1041406B23 & 1041406B48.

Seller represents and warrants: (1) that no other sale or grant of interest in said property has been, or will be made by Seller, and (2) that said property is not, and will not become subject to any lien or encumbrance by act of omission of Seller, or claim against Seller, except as otherwise noted or excepted.

The masculine pronoun as used herein shall include the feminine; the singular shall include the plural.

THUS DONE AND PASSED, in my office at New Orleans, Louisiana on the 20th day of DECEMBER, 2016, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers, and me, Notary, after reading of the whole.

WITNESSES:

[Signature]
Printed Name: Heather Cannata

[Signature]
Printed Name: Niya Collins

SELLER:

BROWN & HAWKINS INVESTMENTS, LLC

By: [Signature]
BOBBY HAWKINS, Managing Member

[Signature]
NOTARY PUBLIC



IF APPLICABLE
NOTARY PUBLIC
State of Louisiana
Louisiana Bar Roll No. 31025
Notary No. 68480
My Commission is For Life.

THUS DONE AND PASSED, in my office at Mandeville, Louisiana on the 22ND day of DECEMBER, 2016, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers, and me, Notary, after reading of the whole.

WITNESSES:

Raelyn C. Marsolan
Printed Name: Raelyn C. Marsolan

Wendy Harris
Printed Name: Wendy Harris

PURCHASER:

SOLEMNITY BUILDERS, L.L.C.

Donna Cooper
By: DONNA COOPER, Managing Member

JHJ
NOTARY PUBLIC



Title Insurance Producer:
WINTERS TITLE AGENCY, INC. LA License No: 160805
4990 Highway 22, Suite 200, Mandeville, LA 70471

Title Insurance Underwriter: First American Title Insurance Company of Louisiana

Licensed Attorney Rendering Opinion upon which Title Insurance Policy is Based:

JULIAN J. RODRIGUE, JR. Bar Roll No: LA Bar No. 11373

WTST 16-1150C
WINTERS TITLE AGENCY, INC.
4990 Highway 22 Suite 200
Mandeville, LA 70471
(985)845-4557

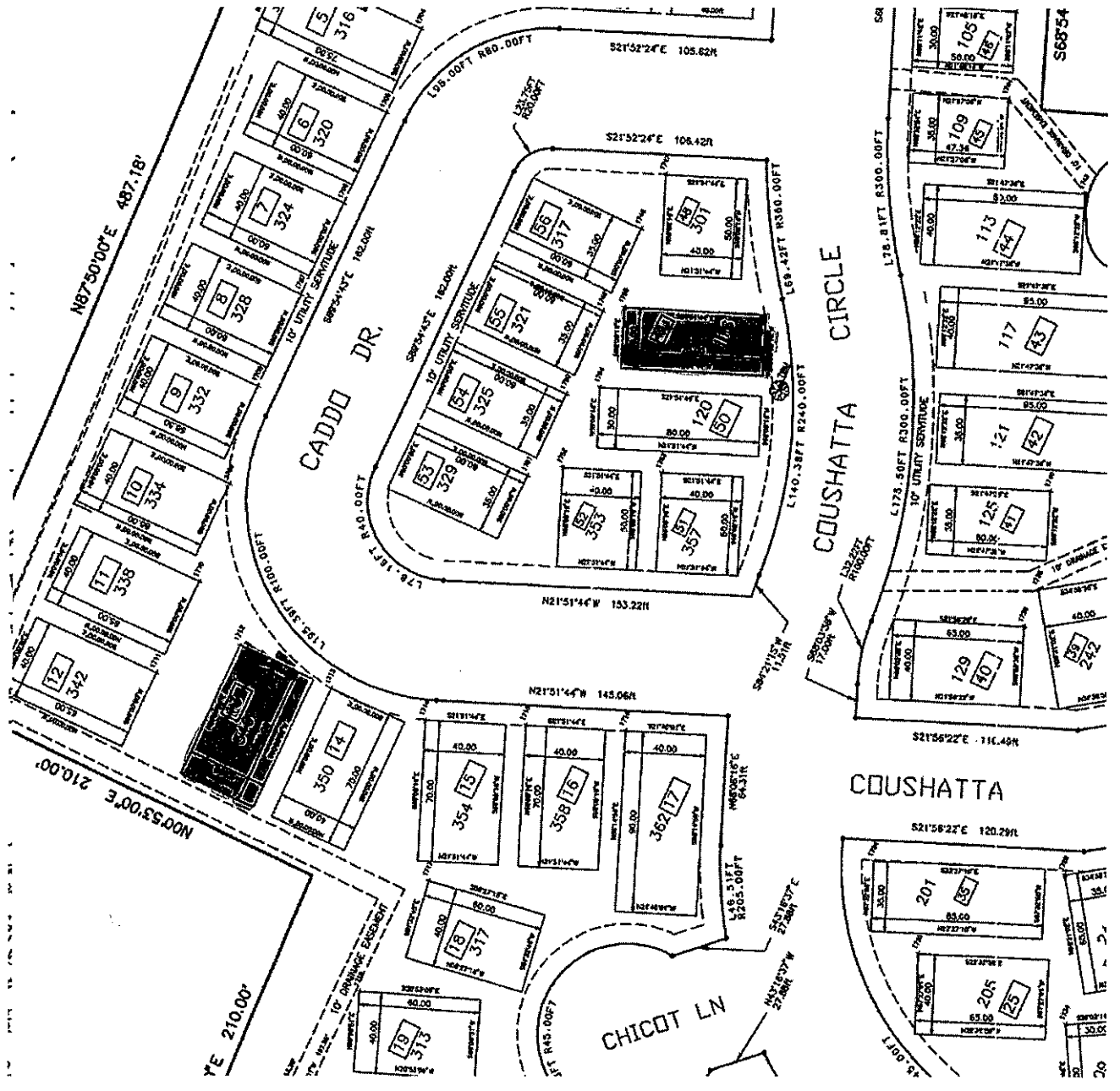


EXHIBIT "B"

Crescent Title, LLC
1748 North Causeway Blvd.
Mandeville, LA 70471
File No.: 142348

<p>CASH SALE</p> <p>Sale of Property</p> <p>by:</p> <p>Dominick Anthony Vaccaro, Jr.</p> <p>to:</p> <p>Jason Adrian Guy and Natasha Gaffney Guy</p>
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*United States of America
State of Louisiana
Parish of St. Tammany*

BE IT KNOWN That on this 17th day of July, 2014

BEFORE ME, JEAN L. NORTON
a notary public, duly commissioned and qualified, in and for the Parish of St. Tammany and in the presence of the witnesses hereinafter named and undersigned.

Personally Came and Appeared,

Dominick Anthony Vaccaro, Jr. (SS# XXX-XX-9523), a person of the full age of majority and resident of the Parish of Jefferson, State of Louisiana, who declared before me, Notary, that he/shc is single having never been married.

MAILING ADDRESS: 1405 Linwood Avenue, Metairie, LA 70003

Who declare that they do by these presents, grant, bargain, sell, convey, transfer, assign, setover, abandon and deliver, with all legal warranties as to title only, but with full substitution and subrogation in and to all the rights and actions of warranty which they have or may have against all preceding owners and vendors, unto,

Jason Adrian Guy (SS# XXX-XX-5647) and **Natashia Gaffney Guy** (SS# XXX-XX-9181), both persons of the full age of majority and residents of the Parish of St. Tammany, State of Louisiana who declared before me, Notary, that they have been married but once and then to each other with whom they live and reside.

MAILING ADDRESS: 118 Post Oak Drive, Madisonville, LA 70447

here present, accepting and purchasing for themselves, their heirs and assigns, and acknowledging due delivery and possession thereof, all and singular the following described property, to-wit:

"Description of Property"

A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Tammany, State of Louisiana, situated in TCHEFUNCTE TRACE SUBDIVISION, located in Section 41, Township 7 South, Range 10 East, all in accordance with plat by Fontcuberta Surveys, Inc dated August 16, 1991 last revised December 15, 1992 being Clerk Map File No. 1109 and more particularly described as follows, to-wit;

St. Tammany Parish 2081
Instrmnt #: 1948684
Registry #: 2319565 crt
07/21/2014 9:15:00 AM
MB CB X MI UCC

LOT 6, TCHEFUNCTE TRACE SUBDIVISION

Being the same property acquired from Rusty Dog, Inc by Dominick A. Vaccaro, Jr. on December 21, 2001 and recorded at Instrument No. 1280850 in the records of St. Tammany Parish.

PURCHASER(S) herein declared that all future notices of ad valorem tax bills and special assessments for the above described property presently for the tax year of 2014 bearing Tax Assessment No. 1041127004 are to be forwarded to:

Jason Adrian Guy and Natashia Gaffney Guy
118 Post Oak Drive, Madisonville, LA 70447

THIS ACT IS MADE, EXECUTED AND ACCEPTED SUBJECT TO THE FOLLOWING:

1. Any and all restrictions, overlaps, overhangs, servitudes and/or easements, rights of ways and outstanding rights of record which might be shown on a current survey of the property.
2. Restrictive covenants, easements, servitudes and setback lines as shown on the map and plat of Tchefuncte Trace being Map File NO. 1103
3. The servitude in favor of SELA recorded at CIN 1121467
4. Restrictive covenants, easements, servitudes and setback lines as shown on the map and plat of Tchefuncte Trace being Map File 1109
5. Right of way granted by Dendinger, Inc. in favor of CLECO dated March 24, 1942, recorded in COB 154, folio 661, being sixty (60') feet in width running along the northwest corner of the above described property.
6. Right of way granted by Theodora M. Poole and Weldon W Poole in favor of CLECO dated June 30, 1967, recorded in COB 465, folio 23, being one hundred twenty five (125') feet in width running in an east/west direction along the northern property line of the above described property.
7. Encroachment Agreement by and between W Wallace Poole, Jr. and John M Poole and CLECO dated September 15 and 24, 1992, recorded in COB 1523, folio 657
8. Right of way and Servitude granted by W. Wallace Poole, JR. and John M. Poole in favor of BellSouth Telecommunications, Inc. dba South Central Bell Telephone Company dated September 1, 1992, recorded in COB 1520, folio 875.
9. Servitude Agreement granted by W. Wallace Poole, Jr. and John M Poole in favor of CLECO dated October 24, 1992 for distribution of electricity.
10. Right of way to Water Services Commission of St. Tammany Parish, recorded in COB 1536, folio 369
11. Donation of utilities to the Water Services Commission of St. Tammany Parish, recorded in COB 1536, folio 373
12. Restrictive Covenants of recorded in COB 1543, folio 115, amended in CIN No 1094945
13. Donation of utilities to the Water Services Commission of St. Tammany Parish, recorded in COB 1536, folio 373

- 14. Restrictive Covenants of record in COB 1543, folio 115, amended in CIN No. 1094945
- 15. Donation of utilities to Southeast Louisiana Water & Sewer Company, recorded in CIN NO. 990561
- 16. Servitude to Southeast Louisiana Water & Sewer Company recorded in CIN No. 990566
- 17. Easement for cable television recorded in CIN No. 946202

THE PARTIES HERETO TAKE COGNIZANCE THAT NO SURVEY ON THE HEREIN DESCRIBED PROPERTY IN CONNECTION WITH THE ACT OF SALE HAS BEEN MADE NOR HAS ONE BEEN PRODUCED OR ATTACHED AND THE PARTIES DO HEREBY RELIEVE AND RELEASE ME, NOTARY, FROM ANY AND ALL LIABILITY, RESPONSIBILITY OR DAMAGE INCLUDING COURT COSTS AND ATTORNEYS FEES IN CONNECTION THEREWITH.

The parties to this act take cognizance of the fact that no mortgage, conveyance, paving, sewerage and water lien ordinance research or tax sale certificates in connection with this Act of Sale have been made, nor were produced or attached and the parties do hereby relieve and release me, Notary, for any and all liability, responsibility or damage, including court costs and attorney's fees in connection herewith.

See WAIVER OF WARRANTY and REDHIBITION RIGHTS ADDENDUM attached hereto and made a part hereof.

To have and to hold the above described property unto the said purchaser(s) themselves, their heirs and assigns forever.

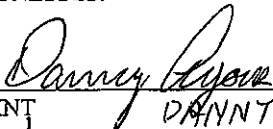
This sale is made and accepted for and in consideration of the price and sum of One Hundred Forty-Five Thousand And No/100 Dollars (\$145,000.00) which the said purchaser(s) have well and truly paid, in ready and current money to the said vendors who hereby acknowledge the receipt thereof and grant full acquittance and discharge therefore.

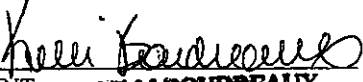
All State and City taxes up to and including the taxes due and eligible for the current tax year are paid as per a research of the tax rolls for the year 2013. The 2014 taxes have been prorated to the date of this act of sale. Payment for all future taxes is assumed by purchaser herein.

By reference to the research of the Registrar of Conveyances and Recorder of Mortgages in and for the Parish of St. Tammany, it does not appear that said property has been heretofore alienated by the Vendor.

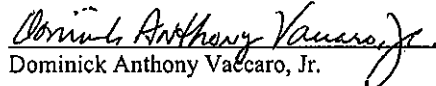
Thus Done and Passed, in my office in Mandeville, Louisiana in the presence of the competent witnesses, who hereunto sign their names with the said appearers, and me, Notary, after reading the whole.

WITNESSES:

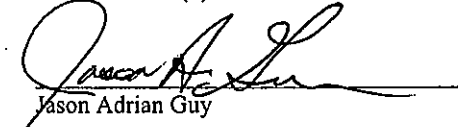

 PRINT DANNY LYONS

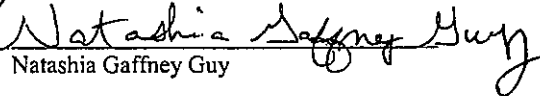

 PRINT KELLI BOURDEAUX

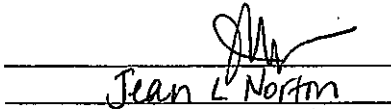
SELLER(S):


Dominick Anthony Vaccaro, Jr.

PURCHASER(S):


Jason Adrian Guy


Natashia Gaffney Guy



Jean L. North
Bar Roll/ID No.: 01831
Notary Public

Title Ins. Prod.: Crescent Title, LLC
Address: 1748 North Causeway Blvd., Mandeville,
LA 70471
Prod. Lic #: 300974
Title Ins. Underwriter: First American Title
Insurance Company of Louisiana
Title Opinion by: Robert J Baxter, Jr.
La Bar Roll #: 02867



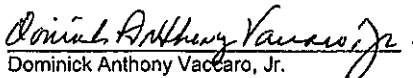
WAIVER OF WARRANTY AND REDHIBITION RIGHTS ADDENDUM

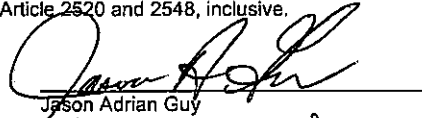
It is expressly agreed that the immovable property herein conveyed and all improvements and component parts, plumbing, electrical systems, mechanical equipment, heating and air conditioning systems, built-in appliances, and all other items located hereon are conveyed by Seller and accepted by Purchaser "AS IS, WHERE IS," without any warranties of any kind whatsoever, even as to the metes and bounds, zoning, operation, or suitability of the property for the use intended by the Purchaser, without regard to the presence of apparent or hidden defects and with the Purchaser's full and complete waiver of any and all rights for the return of all or any part of the purchase price by reason of any such defects.

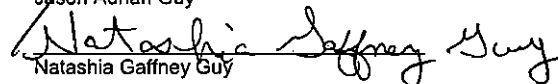
Purchaser acknowledges and declares that neither the Seller nor any party, whomsoever, acting or purporting to act in any capacity whatsoever on behalf of the Seller has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise, and upon which the Purchaser has relied, concerning the existence or non-existence of any quality, characteristic or condition of the property herein conveyed. Purchaser has had full, complete and unlimited access to the property herein conveyed for all tests and inspections which Purchaser, in Purchaser's sole discretion, deems sufficiently diligent for the protection of Purchaser's interests.

Purchaser expressly waives the warranty of fitness and the warranty against redhibitory vices and defects, whether apparent or latent, imposed by Louisiana Civil Code Articles 2520 through 2548, inclusive, and any other applicable state or federal law and the jurisprudence thereunder.

Purchaser also waives any rights Purchaser may have in redhibition to a return of the purchase price or to a reduction of the purchase price paid pursuant to Louisiana Civil Code Articles 2520 to 2548, inclusive, in connection with the property hereby conveyed to Purchaser by Seller. By Purchaser's signature, Purchaser expressly acknowledges all such waivers and Purchaser's exercise of Purchaser's right to waive warranty pursuant to Louisiana Civil Code Article 2520 and 2548, inclusive.


Dominick Anthony Vaccaro, Jr.


Jason Adrian Guy


Natasha Gaffney Guy

CASH SALE

Sale of Property

by

RICHARD COLLINS, WILLIE COLLINS,
GLORIA COLLINS ANDERSON,
KENNETH COLLINS,
KETY LYNN COLLINS HUNTER CROCKETT,
DWIGHT COLLINS, GREGORY COLLINS,
BEATRICE COLLINS, JEROLD COLLINS a/k/a
GEROLD J. COLLINS and TRINA COLLINS

to

DENNIS D. VAN ZANDT
and
MONICA BERGERON VAN ZANDT

UNITED STATES OF AMERICA

St. Tammany Parish 88
Instrmnt #: 2068967
Registry #: 2506204 bdp
7/5/2017 3:44:00 PM
MB CB X MI UCC

BE IT KNOWN, that on the dates listed below;

BEFORE, the undersigned Notaries Public, duly commissioned and qualified, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

RICHARD COLLINS (SSN XXX-XX-5842), a person of the full age of majority and a resident of and domiciled in the County of Riverside, State of California, who declared under oath to me, Notary, that he has been married but once and then to Ruby J. Collins, with whom he lives and resides, further declaring that this is his separate property, acquired by inheritance, and the subject property comprises no part of the community of acquets and gains between himself and his spouse. Richard Collins is appearing herein through Trina Collins, as his Agent and Attorney-in-Fact, by virtue of a Power of Attorney dated June 23, 2017, the original of which is annexed hereto and made a part hereof, and here the Agent declared unto me, Notary, that her Principal is alive, competent, not in bankruptcy, and said procuracy has not been revoked or amended.

Mailing Address: 36587 Silk Oak Terrace Place, Murrieta, CA 92562

WILLIE COLLINS (SSN XXX-XX-8578), a person of the full age of majority and a resident of and domiciled in the County of San Joaquin, State of California, who declared under oath to me, Notary, that he has been married twice, first to Lenora Hunter from whom he was divorced in the State of California, secondly to Michelle Champion, with whom he lives and resides, further declaring that this is his separate property, acquired by inheritance, and the subject property comprises no part of the community of acquets and gains between himself and his spouse. Willie Collins is appearing herein through Trina Collins, as his Agent and Attorney-in-Fact, by virtue of a Power of Attorney dated June 20, 2017, the original of which is annexed hereto and made a part hereof, and here the Agent declared unto me, Notary, that her Principal is alive, competent, not in bankruptcy, and said procuracy has not been revoked or amended.

Mailing Address: 3309 Kay Bridges Place, Stockton, CA 95206

GLORIA COLLINS ANDERSON (SSN XXX-XX-2940), a person of the full age of majority and a resident of and domiciled in the County of Dallas, State of Texas, who declared under oath to me, Notary, that she has been married but once and then to Harry Anderson, who predeceased her and that she has not since remarried. GLORIA COLLINS ANDERSON is appearing herein through Trina Collins, as her Agent and Attorney-in-Fact, by virtue of a Power of Attorney dated June 14, 2017, the original of which is annexed hereto and made a part hereof, and here the Agent declared unto me,

Notary, that her Principal is alive, competent, not in bankruptcy, and said procuration has not been revoked or amended.

Mailing Address: 14376 Haymeadow Circle, Dallas, TX 75254

KENNETH COLLINS (SSN XXX-XX-3008), a person of the full age of majority and a resident of and domiciled in the County of Sacramento, State of California, who declared under oath to me, Notary, that he has been married but once and then to Jackie Brown Collins, from whom he was divorced in the State of California and that he has not since remarried, further declaring that this is his separate property, acquired by inheritance, and the subject property comprised no part of the community of acquets and gains between himself and his spouse. Kenneth Collins is appearing herein through Trina Collins, as his Agent and Attorney-in-Fact, by virtue of a Power of Attorney dated June 14, 2017, the original of which is annexed hereto and made a part hereof, and here the Agent declared unto me, Notary, that her Principal is alive, competent, not in bankruptcy, and said procuration has not been revoked or amended.

Mailing Address: 1139 24th Street, Richmond, CA 94804

KETLYNN COLLINS HUNTER (SSN XXX-XX-7522), a person of the full age of majority and a resident of and domiciled in the Parish of St. Tammany, State of Louisiana, who declared under oath to me, Notary, that she has been married twice, first to Terry Hunter who predeceased her and secondly to Ginnis Crockett with whom she presently lives and resides, further declaring that this is her separate property, acquired by inheritance, and the subject property comprises no part of the community of acquets and gains between herself and her spouse.

Mailing Address: 123 Scott St., Madisonville, LA 70447

DWIGHT COLLINS (SSN XXX-XX-5842), a person of the full age of majority and a resident of and domiciled in the County of Harris, State of Texas, who declared under oath to me, Notary, that he has been married but once and then to Patricia Collins, with whom he lives and resides, further declaring that this is his separate property, acquired by inheritance, and the subject property comprises no part of the community of acquets and gains between himself and his spouse.

Mailing Address: 2790 WTC Jester Blvd., Apt. 14, Houston, TX 77018

GREGORY COLLINS (SSN XXX-XX-0491), a person of the full age of majority and a resident of and domiciled in the County of Contra Costa, State of California, who declared under oath to me, Notary, that he has been married but once and then to Lawana Collins, with whom he lives and resides, further declaring that this is his separate property, acquired by inheritance, and the subject property comprises no part of the community of acquets and gains between himself and his spouse. GREGORY COLLINS is appearing herein through Trina Collins, as his Agent and Attorney-in-Fact, by virtue of a Power of Attorney dated June 16, 2017, the original of which is annexed hereto and made a part hereof, and here the Agent declared unto me, Notary, that his Principal is alive, competent, not in bankruptcy, and said procuration has not been revoked or amended.

Mailing Address: 321 Summer Lane, Richmond, CA 94806

BEATRICE COLLINS (SSN XXX-XX-8529), a person of the full age of majority and a resident of and domiciled in the Parish of Ascension, State of Louisiana, who declared under oath to me, Notary, that she is single having never been married.

Mailing Address: 2827 S. Ruby Street, Gonzales, LA 70737

GERALD J. COLLINS a/k/a JEROLD COLLINS (TIN XX-XXX-___), represented herein by Verónica Hayes Collins, its duly appointed Independent Administrator by virtue of Letters of Independent Administration issued on May 23, 2017 in Proceedings No. 2017-30400, Division H, in the 22nd Judicial District Court for Parish, Louisiana, a certified copy of which is annexed hereto and made a part hereof.

Mailing Address: 38146 Iris Court, Newark, CA 94560

TRINA COLLINS (SSN XXX-XX-8428), a person of the full age of majority and a resident of and domiciled in the Parish of Lafayette, State of Louisiana, who declared under oath to me, Notary, that she is single havin never been married.

Mailing Address: 428 Row One, Lafayette, LA 70508

hereinafter referred to as "Seller", who declared that they do by these presents grant, bargain, sell, convey, transfer, assign, setover, abandon and deliver with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which, they have or may have against all preceding owners and vendors, unto:

MONICA BERGERON VAN ZANDT (SSN XXX-XX-7790), wife of/and DENNIS D. VAN ZANDT (SSN XXX-XX-3586), both persons of the full age of majority and residents of and domiciled in the Parish of St. Tammany, State of Louisiana, who declared under oath to me, Notary, that they have been married but once and then to each other and are presently living and residing together.

Mailing Address: 1204 Magnolia Alley, Mandeville, LA 70471

hereinafter referred to as "Purchaser", here present, accepting and purchasing for themselves and their heirs and assigns, and acknowledging due delivery and possession thereof, all and singular, the following described property, to-wit:

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in any wise appertaining, situated in Section 44, Township 7 South Range 10 East, St. Tammany Parish, Louisiana, and more fully described as follows:

Commence from the corner common to sections 14, 41 and 44, also the point of beginning.

From the point of beginning go South 01 degrees 17 minutes 13 seconds East a distance of 210.04 feet; thence South 88 degrees 05 minutes 56 seconds West a distance of 389.49 feet; thence South 89 degrees 43 minutes 05 seconds West a distance of 76.68 feet; thence South 85 degrees 27 minutes 37 seconds West a distance of 402.35 feet; thence North 23 degrees 13 minutes 50 seconds West a distance of 245.01 feet; thence North 88 degrees 12 minutes 32 seconds East a distance of 959.44 feet back to the point of beginning.

Said parcel contains 4.50 acres of ground more or less as per survey by Randall W. Brown & Associates, dated April 27, 2017, Survey No. 17332, a certified copy of which is attached hereto and made a part hereof.

Being the same property acquired by Judgment of Possession in the Successions of George Waters and Wallace McKenny, Descendants of Louise Waters McKenny dated and recorded June 1, 2017 at Instrument #2065235 in the official records of St. Tammany Parish, Louisiana. Previously acquired by Judgment of Possession in the Succession of Theofield Waters, Betsy Weeden Waters, Estella Waters, Jane Waters Collins, Theofield Waters, Jr., Louise Waters McKenny and Willie Collins Sr., dated and recorded June 15, 1983, at COB 1105, folio 893, in the official records of St. Tammany Parish, Louisiana.

THIS ACT IS MADE AND ACCEPTED SUBJECT TO THE FOLLOWING:

1. Restrictive covenants, leases, building restrictions, setback requirements and servitudes and any other limitations, covenants, requirements or restrictions as may be contained in the public records and/or plan of subdivision or resubdivision, but deleting any covenant, condition or restriction, if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that such covenants, conditions or restrictions

