

ST. TAMMANY PARISH COUNCIL

ORDINANCE

ORDINANCE CALENDAR NO: 6412 ORDINANCE COUNCIL SERIES NO: _____

COUNCIL SPONSOR: LORINO/COOPER PROVIDED BY: PLANNING DEVELOPMENT

INTRODUCED BY: _____ SECONDED BY: _____

ON THE 9 DAY OF JULY , 2020

AN ORDINANCE TO OFFICIALLY NAME THE PRIVATE ROAD IDENTIFIED ON THE ATTACHED SURVEY AS BRAVENDER WAY. (WARD 1, DISTRICT 1)

WHEREAS, a petition has been submitted to the Department of Planning & Development and forwarded to the Parish 911 Communications District signed by at least 50 percent plus one of the property owners owning or fronting the private road has been submitted; and

WHEREAS, the St. Tammany Parish 911 Communications District has received, reviewed and approved the Road Name Request Form for the unnamed private road. Pending Approved Name: Bravender Way, Nearest Cross-street: LA Highway 1077, Madisonville, LA 70447. Since future structures will be addressed off the newly name private road; the private road will be added to the 911 Database and to the 911 Dispatch Map;

THE PARISH OF ST. TAMMANY HEREBY ORDAINS: that St. Tammany Parish Government officially name the private road shown on the attached survey as Bravender Way.

REPEAL: All ordinances or parts of Ordinances in conflict herewith are hereby repealed.SEVERABILITY: If any provision of this Ordinance shall be held to be invalid, such invalidity shall not affect other provisions herein which can be given effect without the invalid provision and to this end the provisions of this Ordinance are hereby declared to be severable.EFFECTIVE DATE: This Ordinance shall become effective fifteen (15) days after adoption.

MOVED FOR ADOPTION BY: _____SECONDED BY: _____

WHEREUPON THIS ORDINANCE WAS SUBMITTED TO A VOTE AND RESULTED IN THE FOLLOWING:

YEAS: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

THIS ORDINANCE WAS DECLARED DULY ADOPTED AT A REGULAR MEETING OF THE PARISH COUNCIL ON THE 6 DAY OF AUGUST , 2020 ; AND BECOMES ORDINANCE COUNCIL SERIES NO _____.

MICHAEL R. LORINO, JR. , COUNCIL CHAIRMAN

ATTEST:

THERESA L. FORD, COUNCIL CLERK

MICHAEL B. COOPER, PARISH PRESIDENT

Published Introduction: JUNE 24 , 2020

Published Adoption: _____, 2020

Delivered to Parish President: _____, 2020 at _____

Returned to Council Clerk: _____, 2020 at _____



St. Tammany Parish Communications District

28911 Krentel Road
Lacombe, LA 70445
Phone: (985) 898-4911 Fax: (985) 898-4974
Email: address@stp911.org

REQUEST TO APPROVE ROAD NAME

Date: 6/8/20

Proposed Road Name: BRAVENDER WAY, LN, ST, RD, DR, BEND

Submitted by:

Name: Helen Lambert

Phone: 985-898-2529

Email: hlambert@stpgov.org

- STP Planning and Development Department
- STP Department of Public Works
- Developer (for subdivisions which have not received Final Plat Approval)
- STP Communications District No. 1
- Municipality _____

Disclaimer: This approval form only states that the proposed Road Name does not cause any duplication errors, could not potentially cause a delay in 911 call-taking, and meets the criteria for an appropriate Road Name for use within St. Tammany Parish. This approval form is valid for 60 days after date of approval.

Reviewed by the STP Communications District No. 1

- The STP Communications District No. 1 has no objection to this request.
- The STP Communications District No. 1 objects to this request for the following reasons:

Signed: Rodney Hart Date: 6/9/2020
Rodney Hart, Director

For Office Use Only:

St. Tammany Parish/City Government:

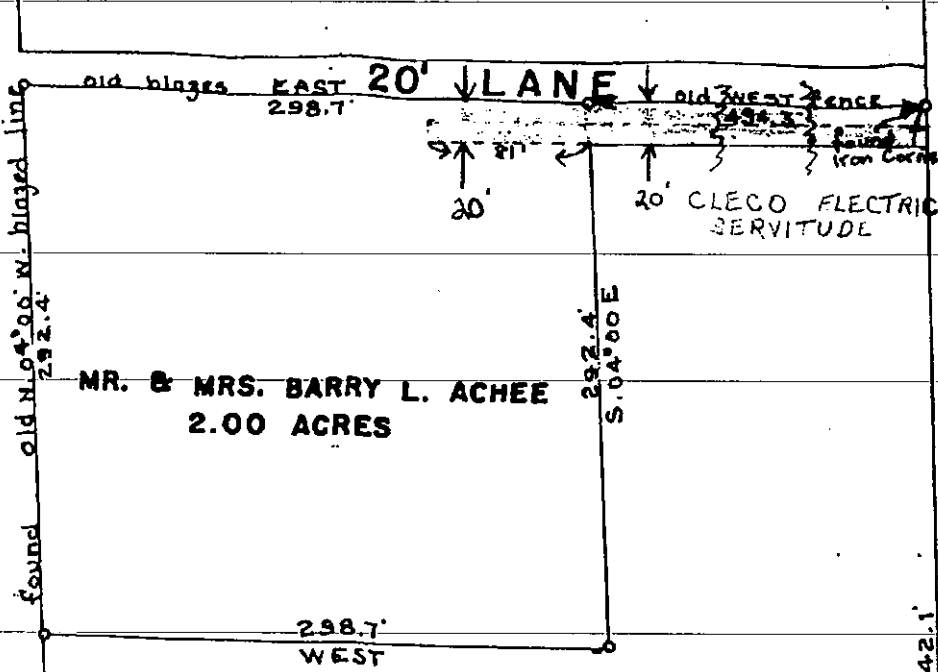
- Parish/City Ordinance _____
- Attached Survey
- (if applicable), list of all property owners with contact information

911 Office:

| | | | |
|------------------------------------|-------------|-------------------------------|---------------------------------------|
| <input type="checkbox"/> VOID | Date: _____ | <input type="checkbox"/> Map | <input type="checkbox"/> USPS |
| <input type="checkbox"/> Completed | Date: _____ | <input type="checkbox"/> MSAG | <input type="checkbox"/> Readdressing |

R. 10 E.

TURNPIKE OR STATE HIGHWAY NO. 1077

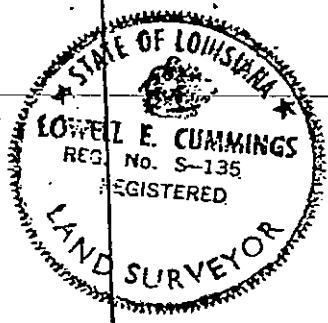


MR. & MRS. BARRY L. ACHEE
2.00 ACRES

T.
7
S.

SECTION 44

LOUIS MOTICEK ESTATE



section line

WEST 150.6'



PLAT

showing a survey for

MR. & MRS. BARRY L. ACHEE

LOCATED IN SECTION 44, TOWNSHIP 7 SOUTH,
RANGE 10 EAST, ST. TAMMANY PARISH, LOUISIANA.

Survey by *Lowell E. Cummings*
APRIL 30, 1975 date reg. surveyor "S-135"
COVINGTON, LA.

SCALE 1"=100'



To the department of Planning and Development of Saint Tammany Parish,

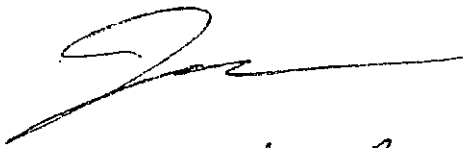
Our name is Amanda and Joshua Bravender we recently purchased property in Madisonville, La off of Highway 1077. Part of the property is a road to access our land. 911 informed us that the road will need to be named since the home we plan to build can not be seen from Highway 1077. We are attaching a copy of the cash sale. There you will find the legal description of where the property is located since it does not have an address. We would like to request the number address to be 2010 and the following names for the road

Bravender Way
Bravender Lane
Bravender Road
Bravender Drive
Bravener Street
Bravender Bend

Thank you for taking the time to consider this for us. Stay healthy!

Thank you

Amanda and Joshua Bravender



Amanda Bravender

Helen Lambert

From: Amanda Bravender <ahbmakeup@gmail.com>
Sent: Tuesday, June 09, 2020 2:39 PM
To: Helen Lambert

Hey Helen,

Thank you so much for walking me through this. We would like to name the street Bravender way. Please send me 911 contact info so I can ask them about getting a physical number address.

Thanks Amanda Bravender
5044502610

Settlement Statement

Your Order Summary

| | | | | | |
|---------------------|---|------------------|---|----------------|---|
| FILE # | 20-1128T | PROPERTY ADDRESS | Highway 1077 and Turnpike Road Madisonville, LA 70447 | LOAN # | |
| PREPARED | 06/03/2020 | | | TITLE BY | Fleur De Lis Title Company |
| SETTLEMENT | 06/03/2020 | BUYER | Joshua Paul Bravender, Sr. and Amanda Hampton Bravender | OUR ADDRESS | 41601 Veterans Avenue Suite 200 Hammond, LA 70403 |
| DISBURSEMENT | 06/03/2020 | | | OUR PHONE # | (985) 277-5550 |
| SETTLEMENT LOCATION | 41601 Veterans Avenue Suite 200 Hammond, LA 70403 | SELLER | Shirley M. Bayliss, Karen Ann Achee, Troy Allen Achee, and Stefanie Achee Lockhart | ESCROW OFFICER | Tara Schenk |
| | | LENDER | CASH SALE | | |

Charges

| SELLER DEBIT | SELLER CREDIT | PRIMARY CHARGES & CREDITS | BUYER DEBIT | BUYER CREDIT |
|--------------|---------------|---|-------------|--------------|
| | \$76,000.00 | Sales Price of Property Deposit | \$76,000.00 | \$1,000.00 |
| SELLER DEBIT | SELLER CREDIT | PRORATIONS/ADJUSTMENTS | BUYER DEBIT | BUYER CREDIT |
| \$131.86 | | County Taxes 01/01/2020 to 06/03/2020 | | \$131.86 |
| SELLER DEBIT | SELLER CREDIT | COMMISSIONS | BUYER DEBIT | BUYER CREDIT |
| \$7,600.00 | | --\$5,320.00 to Keller Williams Realty Services --\$2,280.00 to 1 Percent Lists Commission paid at settlement | | |
| SELLER DEBIT | SELLER CREDIT | TITLE CHARGES | BUYER DEBIT | BUYER CREDIT |
| | | Owner's title insurance to First American Title Insurance Company of Louisiana | \$430.00 | |
| | | Abstract -Title Search to Fleur De Lis Title Company | \$275.00 | |
| | | Title Exam Fee to Fleur De Lis Title Company | \$150.00 | |
| | | Title - Settlement Fee to Fleur De Lis Title Company | \$225.00 | |
| SELLER DEBIT | SELLER CREDIT | MISCELLANEOUS CHARGES | BUYER DEBIT | BUYER CREDIT |
| \$350.00 | | Seller Closing Fee to Fleur De Lis Title Company | | |
| SELLER DEBIT | SELLER CREDIT | TOTALS | BUYER DEBIT | BUYER CREDIT |
| \$8,081.86 | \$76,000.00 | | \$77,080.00 | \$1,131.86 |

CASH FROM BUYER \$75,948.14

CASH TO SELLER \$67,918.14

Acknowledgement

We/I have carefully reviewed this settlement statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of this settlement statement.

We/I authorize Fleur De Lis Title Company to cause the funds to be disbursed in accordance with this statement.

Buyers

Joshua Bravender by Amanda Hampton 6/3/2020
Joshua Paul Bravender, Sr. by Amanda Hampton Bravender, Agent Date

Amanda Hampton Bravender 6/3/2020
Amanda Hampton Bravender Date

Settlement Agency

[Signature] 6/3/2020
Settlement Agent Date

Sellers

Shirley M. Bayliss 6/3/2020
Shirley M. Bayliss Date

Karen A. Achee 6/3/2020
Karen Ann Achee Date

Troy A. Achee 6/3/2020
Troy Allen Achee Date

Stefanie Achee Lockhart 6/3/2020
Stefanie Achee Lockhart Date

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

Shirley M. Bayliss &
Karen Ann Achee &
Troy Allen Achee &
Stefanie Achee Lockhart

TO

Joshua Paul Bravender Sr. &
Amanda Hampton Bravender

20-1128T

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BEFORE ME, the undersigned Notary Public, duly commissioned and qualified, in and for the aforesaid Parish and State, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared

Shirley M. Bayliss, a married woman, dealing herein with her separate property, who declared that she has been married twice, first to Barry L Achee, widowed, secondly to Martin Bayliss with whom she live and resides, whose mailing address is: PO Box 1244, Leonville, LA 70551;

Karen Ann Achee, a single woman, who declared that she has never been married, resident(s) of: 8841 Hwy 105 N., Krotz Springs, LA 70570;

Troy Allen Achee, a single man, who declared that he has been married twice, first to Rhonda LaFaye, divorced, secondly to Darlene Ardeneaux, divorced, resident(s) of: 33582 Magnolia Drive, Ponchatoula, LA 70454;

Stefanie Achee Lockhart, a married woman, dealing herein with her separate property, who declared that she has been married but once and then to James Lockhart with whom she lives and resides, resident(s) 25208 Hwy 1098 E., Robert, LA 70455

herein called SELLER, who declared that for the price of SEVENTY SIX THOUSAND AND 00/100 DOLLARS (\$76,000.00), cash, receipt of which is acknowledged, SELLER hereby sell and deliver with full warranty of title and subrogation to all rights and actions of warranty SELLER may have, unto:

Joshua Paul Bravender Sr. & Amanda Hampton Bravender, husband and wife, who declared that they have been married but once and then to each other, resident(s) 3628 Lake Arrowhead Drive, Harvey, LA 70058;

Joshua Paul Bravender, Sr. represented herein by Amanda Hampton Bravender, his Agent and Attorney-in-Fact by virtue of the Power-of-Attorney attached hereto and made a part hereof;

Herein called BUYER, the following described property, the possession and delivery of which BUYERS acknowledge:

dated April 30, 1975, recorded May 5, 1975 annexed to act at COB 754, Page 219, St. Tammany Parish, Louisiana.


The above-described property includes a 20-foot right of way as shown on above-referenced survey.
Subject to a Utility Servitude at Instrument #362551.

The sale is made and accepted subject to all prior servitudes, easements, reservations, restrictions and covenants of record in the office of the Clerk and Recorder for the aforementioned Parish, State of Louisiana. However, any reference to any mineral reservations, restrictions, servitudes, easements, rights of way or other encroachments adversely affecting the title or physical condition of the herein-above described property shall not be construed as an acknowledgment, confirmation or reestablishment thereof.

The parties hereby waive the production of a current survey and do hereby relieve and release me, Notary and Fleur de lis Title Company, from any and all liability in connection therewith, including, but not limited to matters of, access, encroachments, servitudes, legal descriptions, easements, etc., which might result from said non-production of survey.

Buyer's herein assume all responsibility and liability in connection with reading and reviewing any and all Declarations, Restrictions and/or Covenants of record before this transfer and do hereby waive and release me, Notary, from any and all liability and responsibility in connection therewith.

The property sold herein is conveyed "AS IS" and "WHERE IS", Buyer hereby acknowledging that it has relied solely on its own inspection of the Property and not on any warranties or representations from the Seller. Seller has made no representations or warranties with respect to the property, including without limitation, the income derived therefrom or expenses to be incurred with respect thereto or with respect to information or documents previously furnished to Buyer or furnished to Buyer pursuant to this agreement; and Buyer acknowledges that there are no agreements, warranties or representations expressed or implied, affecting the Property relating to title, merchantability, conditions or fitness for a particular purpose or of quality, design, condition, capacity, suitability or performance all of which are hereby disclaimed by Seller and expressly waived by Buyer. Additionally, Seller does not warrant that the property is free from redhibitory or latent defects or vices and Buyer hereby expressly waives all rights in redhibition pursuant to Louisiana Civil Code article 2520, et seq., as well as the warranty imposed by Louisiana Civil Code article 2475 and releases Seller from any liability for redhibitory or latent defects or vices under Louisiana Civil Code articles 2520 through 2548. However, the Seller hereby subrogates the Buyer in and to all rights and actions in warranty that the Seller has or may have against previous owners and Sellers of the property.

Buyer's Initials JB 

All parties signing the within instrument have declared themselves to be of full legal capacity.

All taxes assessed against the property herein conveyed for 2019 have been paid. Taxes for the year of 2020 shall be pro-rated.

All agreements and stipulations herein contained and all the obligations herein assumed shall inure to the benefit and be binding upon the heirs, successors, and assigns of the respective parties, and the BUYER(S), their heirs and assigns shall have and hold the described property in full ownership forever.

The certificate required by Article 3364 of the Revised Civil Code of this State is waived by the parties, who agree to hold me, Notary, harmless for the non-production thereof.

Thus done, read and passed at my office in Covington, Parish of St. Tamman, Louisiana, in the presence of me, Notary, and the undersigned competent witnesses who have signed in the presence of the parties and me, Notary, on this 3rd day of June, 2020

WITNESSES:

Shirley M. Bayliss
Shirley M. Bayliss

Sign: [Signature]
Print: Stacia Cantate

Karen Ann Achee
Karen Ann Achee

Sign: [Signature]
Print: AMANDA JACOBSON

Troy Allen Achee
Troy Allen Achee

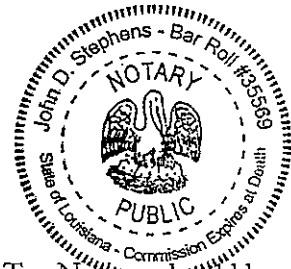
Stefanie Achee Lockhart
Stefanie Achee Lockhart

Joshua Paul Bravender, Sr. by Amanda Hampton Bravender, Agent
Joshua Paul Bravender, Sr. by Amanda Hampton Bravender, Agent

Amanda Hampton Bravender
Amanda Hampton Bravender

[Signature]

NOTARY PUBLIC



TAX NOTICES: BUYERS are responsible for the 2020 property taxes. Tax Notices should be sent to Joshua Paul Bravender Sr. at 3628 Lake Arrowhead Drive, Harvey, LA 70058

Title Ins. Producer: Le Fleur de lis Title Co.- 41601 Veterans Ave., Ste 200, Hammond, LA-Producer License#:534226
Title Ins. Underwriter: First American Title Insurance Company of Louisiana.-Title Opinion by Jeff A. LeSaicherre - LA Bar Roll #: 29945

CENTRAL LOUISIANA ELECTRIC COMPANY, INC.

RIGHT-OF-WAY PERMIT FOR ELECTRIC LINES

OX-2 Revised 8/18/72

STATE OF LOUISIANA

362551 ✓

Project No. 352-560

PARISH OF St. TAMMANY :

KNOW ALL MEN BY THESE PRESENTS, that BARRY L. ACHEE and Shirley Matichuk Achee

of lawful age, a resident of Louisiana, State of Louisiana, Grantor, in consideration of One (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, and full acquittance granted therefore, does hereby grant unto CENTRAL LOUISIANA ELECTRIC COMPANY, INC., a Louisiana corporation whose postoffice address is Pineville, Louisiana, and to its successors or assigns (herein called Grantee) the right to enter upon the land of the undersigned situated in the Parish of St. Tammany, State of Louisiana, and more particularly described as follows:

Property located in Section 44, Township 7 South, Range 10 East, St. Tammany Parish, Louisiana.

Route of proposed electric line more particularly shown in red on attached plat which is made a part hereof.

and to place, construct, operate, repair, maintain, and replace thereon an electric transmission or distribution line or system, and to cut down trees and trim shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling. To maintain said right of way clear of trees at all times.

It is understood and agreed that the Right-of-Way and easement hereby granted is 20 feet in width.

In granting this easement it is understood that at pole locations only a single pole, guys, and appurtenances will be used, and that the location of the poles will be such as to form the least possible interference to farm operations, so long as it does not materially increase the cost of construction.

This Right-of-Way and easement is granted and accepted subject to the following restrictions:

Handwritten notes and stamps: APR 5 11 45 AM '77, FILED FOR RECORDS, ST. TAMMANY PARISH, LA. Includes a stamp with 'MOB' and 'NO. OF FEET'.

This Right-of-Way does not convey any interest whatever in any oil, gas or other minerals in or on the above described land. IN WITNESS WHEREOF, the undersigned has set his hand and seal, this MARCH 19 1977, in the presence of two competent witnesses who signs as such, with the Grantor after due reading.

Witnesses: Joe K. McHenry Jr., Jason Brown

Barry Achee, Shirley Matichuk Achee (Grantor)

CENTRAL LOUISIANA ELECTRIC COMPANY, INC.

By Clifford Loggins (Grantee), Ri.-of-Way Agent.

STATE OF LOUISIANA

PARISH OF RAPIDES :

Before me, the undersigned authority, personally came and appeared Joe K. McHenry Jr. who being first duly sworn, did depose and say that he signed the within foregoing instrument as a witness, in the presence of the Grantor and another subscribing witness, all of whom signed in his presence, each signing in the presence of all the others, and that all of said signatures thereto are genuine and correct.

SWORN TO AND SUBSCRIBED before me this 11 day of April, A. D. 1977. E. H. Ryder (Notary Public)

Administrative Comments

An Ordinance to officially name the Private Road identified on the attached survey as Bravender Way.