

**MARCH 3, 2016 - ITEMS OFF-THE-FLOOR**

**1. Ordinance authorizing the Parish of St. Tammany, through the Office of the Parish President, to purchase, expropriate or otherwise acquire certain parcels of land, rights of way and/or servitudes located in Howze Beach Camp Sites Subdivision for the St. Tammany Parish Fishing Pier. (Ward 9, District 13) (Blanchard)**

**2. Motion to refer to Zoning Commission for recommendation on the proposed re-zoning of Lot #1, Honeysuckle Estates Subdivision, Phase One in Section 30, Township 5 south, Range 11 east from A-1 (Suburban District) to A-1 (Suburban District) and MHO (Manufactured Housing Overlay). (Ward 2, District 6) (Tanner)**

ST. TAMMANY PARISH COUNCIL

ORDINANCE

ORDINANCE CALENDAR NO: \_\_\_\_\_ ORDINANCE COUNCIL SERIES NO: \_\_\_\_\_

COUNCIL SPONSOR: BLANCHARD PROVIDED BY: LEGAL DEPARTMENT

INTRODUCED BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

ON THE 3 DAY OF MARCH, 2016

ORDINANCE AUTHORIZING THE PARISH OF ST. TAMMANY, THROUGH THE OFFICE OF THE PARISH PRESIDENT, TO PURCHASE, EXPROPRIATE OR OTHERWISE ACQUIRE CERTAIN PARCELS OF LAND, RIGHTS OF WAY AND/OR SERVITUDES LOCATED IN HOWZE BEACH CAMP SITES SUBDIVISION FOR THE ST. TAMMANY PARISH FISHING PIER (WARD 9, DISTRICT 13).

WHEREAS, the St. Tammany Parish Government desires to acquire certain immovable property (hereinafter referred to as "Property"); and

WHEREAS, there is a need and public purpose to acquire certain Property located in Howze Beach Camp Sites for the purpose of maintaining, improving, expanding and/or operating the St. Tammany Parish Fishing Pier (hereinafter the "Pier"); and

WHEREAS, the Parish of St. Tammany hereby desires to acquire the Property, rights of way and/or servitudes and authorizes the Office of the Parish President to do whatever is necessary to enter into negotiations and acquire said Property, servitudes and/or rights of way.

THE PARISH OF ST. TAMMANY HEREBY ORDAINS: to authorize the Parish of St. Tammany, through the Office of the Parish President, to acquire by purchase all those certain parcels of ground described and depicted in Exhibits "A" and "B" hereto.

BE IT FURTHER ORDAINED that pursuant to all applicable provisions of law, the Office of the Parish President is directed and authorized to do whatever is necessary to acquire the Property, rights of way and/or servitudes.

BE IT FURTHER ORDAINED that the Office of the Parish President is authorized to proceed with the acquisition of the Property, rights of way and/or servitudes in a timely and orderly manner.

BE IT FURTHER ORDAINED that, if purchased, the purchase price shall not exceed the fair market value of the Property, as evidenced by an appraisal obtained by or supplied to the Parish plus fees and costs.

BE IT FURTHER ORDAINED that any and all actions previously taken by the Office of the Parish President in furtherance of the actions contemplated herein are ratified and accepted accordingly.

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 3 DAY OF MARCH, 2016; AND BECOMES ORDINANCE COUNCIL SERIES NO \_\_\_\_\_.

\_\_\_\_\_  
MARTY DEAN, COUNCIL CHAIRMAN

ATTEST:

\_\_\_\_\_  
THERESA L. FORD, COUNCIL CLERK

\_\_\_\_\_  
PATRICIA P. BRISTER, PARISH PRESIDENT

Published Introduction: \_\_\_\_\_, 2016

Published Adoption: \_\_\_\_\_, 2016

Delivered to Parish President: \_\_\_\_\_, 2016 at \_\_\_\_\_

Returned to Council Clerk: \_\_\_\_\_, 2016 at \_\_\_\_\_

**EXHIBIT "A"**

**I. LOT 31, HOWZE BEACH CAMP SITES SECTION 1, ST. TAMMANY PARISH, LOUISIANA**

All that certain piece or parcel of land, together with all buildings and improvements thereon, all rights, ways, means, privileges, servitudes, prescriptions, appurtenances and advantages thereto, situated in what is known as Howze Beach Camp Sites Section 1, St. Tammany Parish, Louisiana, in Section 4, T10S, R14E. Ninth Ward, St. Tammany Parish, Louisiana, and designated as Lot No. 31 all in accordance with plat and survey Job 3523 made by R.P. Rordam, C.E., a copy of which is on file in the Office of the Clerk of Court for St. Tammany Parish, Louisiana COB 177, page 179.

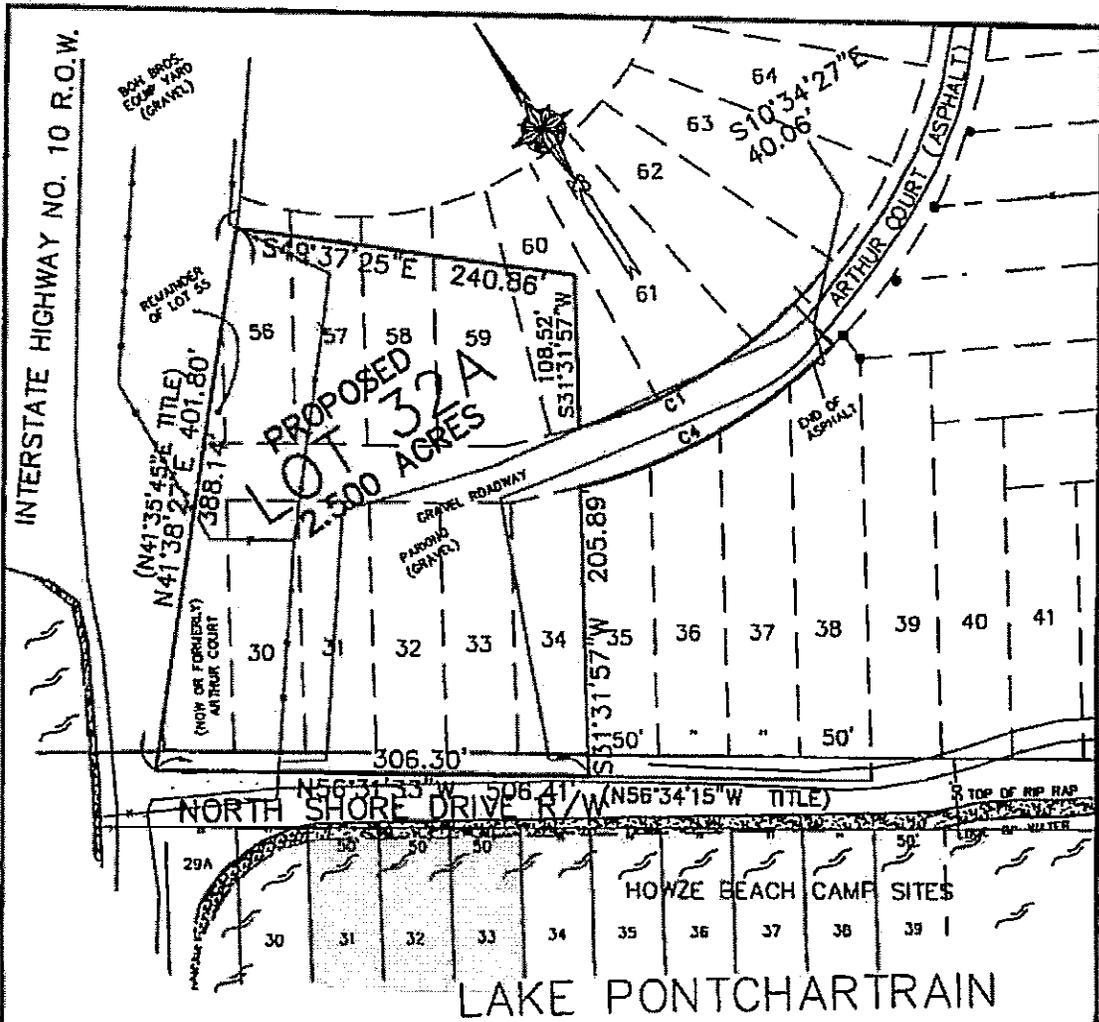
Property has as its physical address: Lot 31, Northshore Drive, St. Tammany Parish, Louisiana.

**II. LOT 32 & THE WEST HALF OF LOT 33, HOWZE BEACH CAMP SITES SECTION 1, ST. TAMMANY PARISH, LOUISIANA**

All that certain piece or parcel of land, together with all buildings and improvements thereon, all rights, ways, means, privileges, servitudes, prescriptions, appurtenances and advantages thereto, situated in what is known as Howze Beach Camp Sites Section 1, St. Tammany Parish, Louisiana, in Section 4, T10S, R14E. Ninth Ward, St. Tammany Parish, Louisiana, and designated as Lot No. 32, measuring 50 feet in width fronting on Northshore Drive by a depth extending to the shore of Lake Ponchartrain between equal and parallel line, and the West half of Lot 33, measuring 25 feet in width by a depth extending to the shore of Lake Ponchartrain, both parcels of land adjoining each other with a combined width of 75 feet fronting on Northshore Drive by a depth extending to the shore of Lake Ponchartrain between equal and parallel lines. Said lots are bounded on the North [b]y Northshore Drive, on the East by the East half of Lot 33, on the South by Lake Ponchartrain and on the West by Lot 31 of said subdivision, all in accordance with plat and survey Job 3523 made by R.P. Rordam, C.E., a copy of which is on file in the Office of the Clerk of Court for St. Tammany Parish, Louisiana COB 177, page 179.

Property has as its physical address: Lots 32 and 33, Northshore Drive, St. Tammany Parish, Louisiana.

EXHIBIT "B"



- DENOTES 1/2" IRON ROD FND UNLESS OTHERWISE NOTED
- NOTES:
1. ALL IMPROVEMENTS LOCATED ON 6-24-2010
  2. 1/2" IRON PIPES TO BE SET UPON RECDORATION

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	332.65'	179.12'	S87°36'13"E	176.96'
C4	372.65'	208.67'	N86°43'25"W	205.96'

Survey of  
 PROPOSED LOT 32A, BEING A PORTION OF  
 LOTS 30-34, REMAINDER OF LOTS 55-60,  
 A PORTION OF PARCEL KNOWN AS ARTHUR COURT R/W,  
 AND A PORTION OF PARCEL KNOWN AS NORTH SHORE DRIVE R/W  
 ST. TAMMANY HARBOR  
 ST. TAMMANY PARISH, LOUISIANA  
 FOR  
 ST. TAMMANY PARISH GOVERNMENT

THE SURVEY AND DATA SHOWN ON THIS SURVEY ARE LIMITED TO THOSE SET FORTH BY THE SURVEYOR AND THERE IS NO REPRESENTATION THAT ALL APPLICABLE INSTRUMENTS AND RECORDS ARE SHOWN HEREON. THE SURVEYOR HAS MADE NO RESEARCH OR INVESTIGATION IN COMPLYING THE DATA FOR THIS SURVEY.

SURVEYED IN ACCORDANCE WITH THE LOUISIANA "MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS" FOR A CLASS C SURVEY.

**RANDALL W. BROWN**  
 REG. NO. 04586  
 Professional Land Surveyor  
 LA Registration No. 04586

**Randall W. Brown & Associates, Inc.**  
 Professional Land Surveyors  
 Geodetic • Forensic • Consultants  
 228 W. Causeway Approach, Mandeville, LA 70448  
 (985) 824-5308 FAX (985) 824-5309  
 E-MAIL: info@brownsurveys.com

Date: FEBRUARY 20, 2014  
 Survey No. 14100  
 Project No. (CRS).  
 Scale: 1" = 100' ±  
 Drawn By: RJB  
 Revised:

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### **Ordinance Administrative Comment**

ORDINANCE AUTHORIZING THE PARISH OF ST. TAMMANY, THROUGH THE OFFICE OF THE PARISH PRESIDENT, TO PURCHASE, EXPROPRIATE OR OTHERWISE ACQUIRE CERTAIN PARCELS OF LAND, RIGHTS OF WAY AND/OR SERVITUDES LOCATED IN HOWZE BEACH CAMP SITES SUBDIVISION FOR THE ST. TAMMANY PARISH FISHING PIER (WARD 9, DISTRICT 13).

St. Tammany Parish seeks to acquire certain parcels, rights of way and/or servitudes for the purpose of maintaining, improving, expanding and/or operating the St. Tammany Parish Fishing Pier. The attached legal description and survey describe and depict all parcels that the Parish seeks to acquire. The Parish intends to pay no more than appraised value or less, plus closing costs and fees for any property acquired.

It is necessary to submit this Ordinance for consideration on the March Off the Floor Agenda in order to timely execute the documents necessary to acquire any or all of the subject properties that are presently scheduled to be sold on Monday, March 14, 2016, pursuant to the terms of that certain Judgment, dated December 21, 2015, issued by the United States District Court, Eastern District of Louisiana, Civil Action No. 15-CV-825. The Parish first became aware of the upcoming sale on or around February 22, 2016, and had no knowledge of the sale prior to that date.

The Parish requests the suspension of rules and the immediate adoption of the Ordinance to ensure that it may timely enter into all agreements, contracts and/or other transactions necessary to acquire the subject properties.

MOTION

MOTION TO REFER TO ZONING COMMISSION FOR RECOMMENDATION ON THE PROPOSED RE-ZONING OF LOT #1, HONEYSUCKLE ESTATES SUBDIVISION, PHASE ONE IN SECTION 30, TOWNSHIP 5 SOUTH, RANGE 11 EAST FROM ITS PRESENT A-1 (SUBURBAN DISTRICT) TO A-1 (SUBURBAN DISTRICT) AND MHO (MANUFACTURED HOUSING OVERLAY). (WARD 2, DISTRICT 6) (TANNER)



**SALE OF PROPERTY**

BY  
LAPROF, INC.

TO  
SANDRA OLIVER LLOYD

United States of America,  
State of Louisiana  
Parish of St. Tammany

It is known that on date described hereinbelow,  
Notary Me. Notary Public, duly commissioned and qualified  
in and for the above State and Parish, and in the presence  
of the undersigned competent witnesses;  
*regularly convened and opened*

LAPROF, INC. (TIN: 92-1106854), a corporation duly formed under the laws of the State of Louisiana, authorized to do and do all business in the State of Louisiana, represented here by Brian A. Dumasik, President, by virtue of a resolution of its Board of Directors, the original of which is recorded at Instrument No. 1839096, Parish of St. Tammany, State of Louisiana.

Mailing address is P.O. Box 4160, Slidell, LA 70459

("Seller(s)" who declared and sold, but for the price and consideration, and on the terms and conditions hereinafter expressed, to/for they do by these presents, grant, bargain, sell, convey, transfer, assign, set over and deliver unto, with all legal warranties, and with full substitution and subrogation in and to all the rights and actions of warranty, which he/she/it may have against all preceding owners and sellers, unto:

SANDRA OLIVER LLOYD (SS#xxxx-xx-1289), a person of the full age of majority, resident of the Parish of St. Tammany, State of Louisiana, who declared unto me, Notary, that she has been married but twice, first to William Kirk from whom she is divorced and second to John Lloyd from whom she is divorced.

Mailing address 1936 Fabian Deller Road, Covington, LA 70435

(The "Purchaser(s)" here present accepting and purchasing for himself/herself/herselves, his/han/their heirs and assigns and acknowledging delivery and possession thereof, the following described property, to-wit:

ALL THAT CERTAIN PIECE OR PORTION OF GROUND, together with all improvements thereon and all rights, ways, means, privileges, servitudes, easements, advantages and appurtenances thereunto belonging or in anywise appertaining, situated in Section 20, Township 5 South, Range 11 East, St. Tammany Parish, Louisiana, and more fully described as follows, to-wit:

LOT #1, DONDYSUCKLE ESTATES SUBDIVISION, PHASE ONE

All as more fully shown on plat of subdivision of Land Surveying, Inc., Jeron Fitzmorris, Registered Land Surveyor, dated May 28<sup>th</sup>, 1980 on file in the Office of the Clerk of Court for the Parish of St. Tammany, Louisiana.

THE ABOVE PROPERTY SUBJECT TO:

- 1) Restrictive covenants as shown on plat of subdivision by Land Surveying, Inc., Jeron Fitzmorris, Registered Land Surveyor, dated May 28<sup>th</sup>, 1980, recorded in Map File # 443-B in the office of the Clerk of Court, St. Tammany Parish, Louisiana.
- 2) Restrictive covenants affecting subject property recorded in COB 1001, folio 813

13-11-04

St. Tammany Parish 2251  
Instrument No. 1940734  
Registered No. 2395329 bdr  
05/13/2014 9:38:00 AM  
ME CB E HL JCC

Being the same property acquired by Brian A. Donnell as evidenced Judgment of Possession in the Succession of Milton L. Donnell, Jr. in Proceedings No. 2002-30499, of the 22<sup>nd</sup> Judicial District Court recorded on November 21, 2013 at Instrument No. 1924404, in the records of the Clerk of Court for the Parish of St. Tammany, Louisiana and subsequently Judgment in the matter captioned Brian A. Donnell v. Dwayne E. Flagg wife of Michael J. Serwaczow, 22<sup>nd</sup> Judicial District Court for the Parish of St. Tammany, Louisiana, as Instrument No. 1491519 on January 17, 2012.

**TO HAVE AND TO HOLD**, the said described property herein conveyed unto the said vendee(s), his/her/their heirs and assigns forever.

**IT IS UNDERSTOOD AND AGREED THAT THE PROPERTY IS SOLD BY THE SELLER AND PURCHASED BY THE PURCHASER "AS-IS," "WHERE-IS," WITHOUT ANY WARRANTIES OR REPRESENTATIONS.**

Purchaser(s) expressly waives any cause of action against Seller that Purchaser may have for rescission of the sale of the property, in whole or in part, or for the return of the purchase price, in whole or in part, arising out of any eviccion of the Purchaser, in whole or in part, the sale of the property being entirely at Purchaser's sole peril and risk, without limiting the generality of the foregoing, Purchaser expressly acknowledges in the act of sale that the property is being conveyed and purchased subject to any and all permitted encumbrances. Seller grants to Purchaser full ratification and subrogation in and to all rights or actions or warranty which Seller has or may have against any and all of Seller's predecessors in title, if any. Without limiting the generality of the foregoing, the property is being sold "AS-IS, WHERE-IS," without any warranties or representations whatsoever, express or implied, including, without limitation, any warranty or representation with respect to the condition of the property or any of its components, parts or contents or with respect to fitness or suitability of the property or any of its components, parts or contents for Purchaser's intended use of any other particular use, purpose or condition. Purchaser specifically waives all claims and all causes or rights of action which Purchaser has or may have against Seller with respect to the property including any and all claims that it may have to rescind or resolve the sale effected thereby or to demand a reduction, set off or diminution of the purchase price or any part thereof based upon the existence of any arbitrary or other vices or defects. Purchaser further waives any claims that Purchaser has or may have in "general contracts" or for reduction of the purchase price paid herein, or any other rights provided in Louisiana Civil Code Articles 2520 through 2548, inclusive. Purchaser further waives and agrees to release Seller from, any claims, demands, causes or rights of action, in reimbursement, contribution or otherwise, which Purchaser has or may have against Seller arising out of damages, losses or liabilities incurred by or imposed on Purchaser or its successors, transferees or assigns based on the existence of any hazardous substances (as hereinafter defined) upon the property. As used in this agreement and the act of sale,

"Hazardous Substances" shall mean any asbestos, lead, soil or groundwater contamination, methane, radon, hydrocarbons, hydrocarbon byproducts, underground storage tanks, radioactive, carcinogenic or mutagenic substances or any other hazardous or toxic substances or conditions affecting the property, or any part thereof as the same substances or any other hazardous or toxic substances or conditions affecting the property, or any part thereof as the same may be defined and/or regulated by any federal, state or local governmental body having jurisdiction over the property.

PURCHASER(S)

SOL  
initials

\_\_\_\_\_  
initials

SELLER(S)

SAD  
initials

\_\_\_\_\_  
initials

The said seller(s) do(es) hereby moreover transfer unto said purchaser(s) all and singular the rights and actions of warranty to which the said seller(s) are or may be entitled, against any and all former owners and proprietors of the property herein conveyed, hereby subrogating said purchaser(s) to all the said rights and actions, to be by them enjoyed and exercised in the same manner as they might have been by the said seller(s).

THIS SALE IS MADE AND ACCEPTED for and in consideration of the price and sum of SIXTEEN THOUSAND AND NOBON DOLLARS (\$16,000.00), all of which said amount has been well and truly paid unto said seller(s), in lawful current funds of the United States of America, the receipt of which is hereby acknowledged and full acquittance granted herefor.

All property taxes and assessments currently due paid and the property taxes and assessments for the year 2013 Tax Parcel #1350734001 are assumed by PURCHASER, and SANDRA OLIVER LLOYD is responsible for the payment of all property taxes and assessments and notices regarding same shall be mailed 19305 Millon Dollar Road, Covington, LA 70423, for tax notices.

The parties hereto agree to dispense with the production of Conveyance Certificate, Mortgage Certificate, and Tax Receipts, and that they further agree to exonerate, relieve and release me, said Notary, from any and all liability in any way related to the information that may be contained therein.

The parties hereto requested that a survey of the property not be made and none was made and hereby relieve and release me, Notary, from any and all responsibility in connection therewith.

The parties hereto requested that an environmental site assessment of the property described herein not be made and none was made and hereby relieve and release me, Notary, from any and all responsibility in connection therewith and further acknowledge that I, Notary, have advised them of the risks in failing to obtain said assessment.  
13-11-02

St Tammany Parish Clerk of Court Page 4 of 4

THIS DONE AND PASSED, in Jefferson Parish, State of Louisiana on the 16th day of December, 2013, in the presence of the undersigned witnesses of lawful age who have signed their names with the said parties, and me, Notary, after the reading of the whole:

WITNESSES:

SELLER:

*Cheryl Fanchak*  
Cheryl PURCHAK  
*Jeanne Clissold*  
Jeanne CLISSOLD

*Bry A. Dom* LARROP, INC.  
By: Brian A. Dossell, President

PURCHASER:

*Sandra Oliver Lloyd*  
SANDRA OLIVER LLOYD

*Julian J. Riquigne, Jr.*  
NOTARY PUBLIC

JULIAN J. RIGORIGNE, JR.  
NOTARY PUBLIC  
BAR. NO. 111373  
MY COMMISSION IS FOR LIFE

Title Insurance Disclosure  
Steel Yorks, LLC  
4112 W. Houshion Ave. Ste. 301  
Metairie, LA 70001  
Stephen D. Ward, J.A.R.#28197  
Advantage Title - First American Land Title Co.  
Sixteen First Parish, Inc. L.C. #307189