

**APRIL 6, 2017- ITEM OFF-THE-FLOOR**

**1. Presentation by Tourist Commission Consultant, Judy Randall of Randall Marketing. (Smith)**

**2. Resolution to vacate, in part, the six (6) month moratorium established by Ordinance C.S. No. 17-3671, and any subsequent extension thereof, on the issuance of permits for construction or placement of building structures on property within a defined area north of North Street, south of Harrison Avenue, west of Ravine Street, and east of Elke Street and Fuschia Street within unincorporated boundaries of Ward 3, District 5. (Toledano)**

**3. Resolution to appointment 2 members to fill the vacancies on St. Tammany Parish Sub-Drainage District No. 4 of Gravity Drainage District No. 5. (Toledano)**

ST. TAMMANY PARISH COUNCIL

ORDINANCE

ORDINANCE CALENDAR NO: 5796

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

COUNCIL SPONSOR: MR. LORINO

PROVIDED BY: COUNCIL ATTORNEY

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

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

ON THE 6 DAY OF APRIL, 2017

EMERGENCY ORDINANCE TO AMEND ST. TAMMANY PARISH COUNCIL SERIES NO. 17-3689 AND ST. TAMMANY PARISH CODE OF ORDINANCES SEC. 8-050.00 TO ADOPT THE MOST CURRENT EDITION OF THE NATIONAL FIRE PROTECTION LIFE SAFETY CODE (NFPA 101) AND THE NATIONAL FIRE PROTECTION ASSOCIATION FIRE CODE (NFPA 1) AND TO PERMIT ST. TAMMANY PARISH FIRE DISTRICT 2 TO ADOPT THE MOST CURRENT EDITION OF NFPA 101 AND NFPA 1.

WHEREAS, in order to support certain fire districts to establish a reasonable level of fire safety and property protection from the hazards created by fire and explosion, St. Tammany Parish Government in St. Tammany Parish Council Series No. 17-3689 adopted the most current edition of the National Fire Protection Association Life Safety Code (NFPA 101) and the National Fire Protection Association Fire Code (NFPA 1) within the boundaries of St. Tammany Fire District No. 1, St. Tammany Fire District No. 4, St. Tammany Fire District No. 5, St. Tammany Fire District No. 8, St. Tammany Fire District No. 9, St. Tammany Fire District No. 11, St. Tammany Fire District No. 12 and St. Tammany Fire District No. 13; and

WHEREAS, in order to further establish a reasonable level of fire safety and property protection, St. Tammany Parish agreed that, as required by state law, St. Tammany Fire District No. 1, St. Tammany Fire District No. 4, St. Tammany Fire District No. 5, St. Tammany Fire District No. 8 and St. Tammany Fire District No. 9, St. Tammany Fire District No. 11, St. Tammany Fire District No. 12 and St. Tammany Fire District No. 13 may adopt and enforce the most current edition of NFPA 101 and NFPA 1; and

WHEREAS, the above referenced Fire Districts may, as required by state law, adopt and enforce the most current editions of NFPA 101 and NFPA 1 as they are amended from time to time; and

WHEREAS, the above referenced Fire Districts agreed to create Fire Prevention Bureaus, as required by state law, in order to enforce NFPA 101 and NFPA 1; and

WHEREAS, the above referenced Fire Districts agreed that by adopting the NFPA 101 and NFPA 1 pursuant to this ordinance, they will obtain all necessary certifications, and hold harmless and indemnify St. Tammany Parish Government from any liability associated with inspections and enforcement authorized by the adoption of the NFPA 101 and NFPA 1; and

WHEREAS, St. Tammany Parish Fire District No. 2 now requests authorization to adopt the most current edition of the National Fire Protection Association Life Safety Code (NFPA 101) and the National Fire Protection Association Fire Code (NFPA 1) within the boundaries of said Fire District No. 2; and

WHEREAS, in order to immediately implement the provisions of said codes to protect the life, health, property and public safety of residents and businesses located in St. Tammany Fire District No. 2, it is necessary to immediately adopt this ordinance; and

WHEREAS, St. Tammany Parish Fire District No. 2 agrees to create Fire Prevention Bureau, as required by state law, in order to enforce NFPA 101 and NFPA 1; and

WHEREAS, St. Tammany Parish Fire District No. 2 agrees that by adopting the NFPA 101 and NFPA 1 pursuant to this ordinance, they will obtain all necessary certifications, and hold harmless and indemnify St. Tammany Parish Government from any liability associated with inspections and enforcement authorized by the adoption of the NFPA 101 and NFPA 1.

The Parish of St. Tammany hereby ordains that it amends St. Tammany Parish Council Series No. 17-3689 and St. Tammany Parish Code Sec. 8-050.00 to include St. Tammany Parish Fire District No. 2, adopting the most current edition of the National Fire Protection Association Life Safety Code (NFPA 101) and the National Fire Protection Agency Fire Code (NFPA 1) within the boundaries of St. Tammany Fire District No. 1, St. Tammany Fire District No. 2, St. Tammany Fire District No. 4, St. Tammany Fire District No. 5, St. Tammany Fire District No. 8, St. Tammany Fire District No. 9, St. Tammany Fire District No. 11, St. Tammany Fire District No. 12 and St. Tammany Fire District No. 13 and authorizes St. Tammany Fire District No. 1, St. Tammany Fire District No. 2, St. Tammany Fire District No. 4, St. Tammany Fire District No. 5, St. Tammany Fire District No. 8, St. Tammany Fire District No. 9, St. Tammany Fire District No. 11, St. Tammany Fire District No. 12 and St. Tammany Fire District No. 13 to adopt and enforce, through the creation of Fire Prevention Bureaus, the most current editions of NFPA 101 and NFPA 1.

BE IT FURTHER ORDAINED that this ordinance shall be effective immediately upon final adoption and shall remain in effect through May 4, 2017.

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 immediately upon final 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 APRIL, 2017; AND BECOMES ORDINANCE COUNCIL SERIES NO \_\_\_\_\_.

\_\_\_\_\_  
STEVE STEFANCIK, COUNCIL CHAIRMAN

ATTEST:

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

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

Published Introduction: MARCH 29 , 2017

Published Adoption: \_\_\_\_\_, 2017

Delivered to Parish President: \_\_\_\_\_, 2017 at \_\_\_\_\_

Returned to Council Clerk: \_\_\_\_\_, 2017 at \_\_\_\_\_

ST. TAMMANY PARISH COUNCIL

ORDINANCE

ORDINANCE CALENDAR NO: 5797

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

COUNCIL SPONSOR: MR. LORINO

PROVIDED BY: COUNCIL ATTORNEY

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

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

ON THE 6 DAY OF APRIL, 2017

ORDINANCE TO AMEND ST. TAMMANY PARISH COUNCIL SERIES NO. 17-3689 AND ST. TAMMANY PARISH CODE OF ORDINANCES SEC. 8-050.00 TO ADOPT THE MOST CURRENT EDITION OF THE NATIONAL FIRE PROTECTION LIFE SAFETY CODE (NFPA 101) AND THE NATIONAL FIRE PROTECTION ASSOCIATION FIRE CODE (NFPA 1) AND TO PERMIT ST. TAMMANY PARISH FIRE DISTRICT 2 TO ADOPT THE MOST CURRENT EDITION OF NFPA 101 AND NFPA 1.

WHEREAS, in order to support certain fire districts to establish a reasonable level of fire safety and property protection from the hazards created by fire and explosion, St. Tammany Parish Government in St. Tammany Parish Council Series No. 17-3689 adopted the most current edition of the National Fire Protection Association Life Safety Code (NFPA 101) and the National Fire Protection Association Fire Code (NFPA 1) within the boundaries of St. Tammany Fire District No. 1, St. Tammany Fire District No. 4, St. Tammany Fire District No. 5, St. Tammany Fire District No. 8, St. Tammany Fire District No. 9, St. Tammany Fire District No. 11, St. Tammany Fire District No. 12 and St. Tammany Fire District No. 13; and

WHEREAS, in order to further establish a reasonable level of fire safety and property protection, St. Tammany Parish agreed that, as required by state law, St. Tammany Fire District No. 1, St. Tammany Fire District No. 4, St. Tammany Fire District No. 5, St. Tammany Fire District No. 8 and St. Tammany Fire District No. 9, St. Tammany Fire District No. 11, St. Tammany Fire District No. 12 and St. Tammany Fire District No. 13 may adopt and enforce the most current edition of NFPA 101 and NFPA 1; and

WHEREAS, the above referenced Fire Districts may, as required by state law, adopt and enforce the most current editions of NFPA 101 and NFPA 1 as they are amended from time to time; and

WHEREAS, the above referenced Fire Districts agreed to create Fire Prevention Bureaus, as required by state law, in order to enforce NFPA 101 and NFPA 1; and

WHEREAS, the above referenced Fire Districts agreed that by adopting the NFPA 101 and NFPA 1 pursuant to this ordinance, they will obtain all necessary certifications, and hold harmless and indemnify St. Tammany Parish Government from any liability associated with inspections and enforcement authorized by the adoption of the NFPA 101 and NFPA 1; and

WHEREAS, St. Tammany Parish Fire District No. 2 now requests authorization to adopt the most current edition of the National Fire Protection Association Life Safety Code (NFPA 101) and the National Fire Protection Association Fire Code (NFPA 1) within the boundaries of said Fire District No. 2; and

WHEREAS, an emergency ordinance was previously adopted allowing St. Tammany Parish Fire District No. 2 to immediately adopt NFPA 101 and NFPA 1; and

WHEREAS, St. Tammany Parish Fire District No. 2 agrees to create Fire Prevention Bureau, as required by state law, in order to enforce NFPA 101 and NFPA 1; and

WHEREAS, St. Tammany Parish Fire District No. 2 agrees that by adopting the NFPA 101 and NFPA 1 pursuant to this ordinance, they will obtain all necessary certifications, and hold harmless and indemnify St. Tammany Parish Government from any liability associated with inspections and enforcement authorized by the adoption of the NFPA 101 and NFPA 1.

The Parish of St. Tammany hereby ordains that it amends St. Tammany Parish Council Series No. 17-3689 and St. Tammany Parish Code Sec. 8-050.00 to include St. Tammany Parish Fire District No. 2, adopting the most current edition of the National Fire Protection Association Life Safety Code (NFPA 101) and the National Fire Protection Agency Fire Code (NFPA 1) within the boundaries of St. Tammany Fire District No. 1, St. Tammany Fire District No. 2, St. Tammany Fire District No. 4, St. Tammany Fire District No. 5, St. Tammany Fire District No. 8, St. Tammany Fire District No. 9, St. Tammany Fire District No. 11, St. Tammany Fire District No. 12 and St. Tammany Fire District No. 13 and authorizes St. Tammany Fire District No. 1, St. Tammany Fire District No. 2, St. Tammany Fire District No. 4, St. Tammany Fire District No. 5, St. Tammany Fire District No. 8, St. Tammany Fire District No. 9, St. Tammany Fire District No. 11, St. Tammany Fire District No. 12 and St. Tammany Fire District No. 13 to adopt and enforce, through the creation of Fire Prevention Bureaus, the most current editions of NFPA 101 and NFPA 1.

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.

This Ordinance shall become effective immediately upon final 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 4 DAY OF MAY, 2017; AND BECOMES ORDINANCE COUNCIL SERIES NO. \_\_\_\_\_.

\_\_\_\_\_  
STEVE STEFANCIK, COUNCIL CHAIRMAN

ATTEST:

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

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

Published Introduction: MARCH 29 , 2017

Published Adoption: \_\_\_\_\_, 2017

Delivered to Parish President: \_\_\_\_\_, 2017 at \_\_\_\_\_

Returned to Council Clerk: \_\_\_\_\_, 2017 at \_\_\_\_\_

FILED BY:  
TITLE SOLUTION SERVICES, INC.  
(985) 674-1118  
TSS File #:010215

Title Insurance Producer  
Denise L. Calamusa  
56 Louis Prima Drive, Ste. B  
Covington, LA 70433  
LA Ins. License No. 332367

Title Insurance Underwriter:  
First American Title Insurance Agency

CASH SALE

Title Opinion Provided By:  
Judith Otero, Esq., LA Bar No. 14524

SALE OF PROPERTY

UNITED STATES OF AMERICA

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

By: MAGEE FINANCIAL L.L.C. OF COVINGTON

BE IT KNOWN THAT on 01/15/15

To: KAREN TREADWAY CHAMPAGNE,  
wife of/and MARCEL JOSEPH CHAMPAGNE

Before me, Denise L. Calamusa,  
Notary Public in and for St. Tammany  
Parish, Louisiana, duly qualified, and in  
the presence of the undersigned witnesses,

PERSONALLY CAME AND APPEARED:

MAGEE FINANCIAL L.L.C. OF COVINGTON, (TIN: XX-XXX6924), a limited liability company organized under the laws of Louisiana, having its principal place of business at 2225 North Highway 190, Covington, Louisiana 70433, appearing herein by and through its Agent, Glenn Blackwelder, duly authorized by a Certificate of Authority, an original of which is annexed hereto and made a part hereof

("Vendor")

Who declared that Vendor herein 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 Vendor has or may have against all preceding owners and vendors, unto:

KAREN TREADWAY CHAMPAGNE, (SSN: XXX-XX-0880), wife of/and MARCEL JOSEPH CHAMPAGNE, (SSN: XXX-XX-7093), 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, unto me, Notary, that they have been married but once and then to each other, and that they are presently living and residing together; and whose current mailing address is:  
3433 Hwy 090 Suite 111 Mandeville, LA 70471;

("Vendee")

herein present, accepting and purchasing for their heirs and assigns, and acknowledging due delivery and possession thereof, all and singular the following described property:

St. Tammany Parish 2100  
Instrmnt #: 1968816  
Registry #: 2353489 crt  
01/22/2015 2:27:00 PM  
MB CB X MI UCC



**PARCEL ONE:**

**THAT CERTAIN LOT OF GROUND**, together with all the buildings and improvements thereon, and all the rights, ways, means, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining, situated in Section 12, Township 7 South, Range 11 East, St. Tammany Parish, Louisiana, and more fully described as follows, to-wit:

From the northwest corner of Section 12, Township 7 South, Range 11 East, go East 1665.0 feet to a point; thence at right angles South 2400 feet to a point; thence at right angles East 305.0 feet to the Point of Beginning.

From the Point of Beginning continue East 100.0 feet to a point; thence go South 115.0 feet to a point; thence go West 100.0 feet to a point; thence go North 115.0 feet to the Point of Beginning.

**PARCEL TWO:**

**THAT CERTAIN LOT OF GROUND**, together with all the buildings and improvements thereon, and all the rights, ways, means, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining, situated in Section 12, Township 7, Range 11 East, St. Tammany Parish, Louisiana, and more fully described as follows, to-wit:

From the Northwest corner of Section 12, Township 7 South, Range 11 East, go East 1665.0 feet to a point; thence at right angles South 2500 feet to the Point of Beginning.

From the Point of Beginning go East 305.0 feet to a point; thence go South 15.0 feet to a point; thence go West 305.0 feet to a point; thence go North 15.0 feet to the Point of Beginning heretofore set.

Tax Assessment No: #1070142077

**THE FOLLOWING IS FOR INFORMATIONAL PURPOSES ONLY:**

Being the same property acquired by Magee Financial, L.L.C. of Covington from Adam V. Thibodeaux by a Dation En Paiement of Mortgaged Realty dated November 23, 2010, recorded at CIN 1793530 with the St. Tammany Parish Clerk of Court.

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

Any and all matters shown on the plan of subdivision of Red Gap Acres by Land Engineering Services, Inc., Robert A. Berlin, Surveyor, dated February 28, 1961, and filed in the official records of St. Tammany Parish, Louisiana on October 27, 1961 in Map File No. 29A. Said matters include, but are not limited to: setback lines, notes, 20' easement at the rear of the lots [10' each side], location of 30' wide United Gas Company pipeline.

Any and all matters shown on the survey of a parcel measuring 406.5' x 100' located in Section 12-7-11 by Lowell E. Cummings, dated July 13, 1979, filed with the Act of Sale registered in the official records of St. Tammany Parish, Louisiana in CIN 496455. Said matters include, but are not limited to: location of improvements.

Any and all matters shown on the survey of 2 parcels measuring 305' x 100' and 100' x 100' located in Section 12-7-11 by Lowell E. Cummings, dated January 25, 1980, filed with the Act of Sale registered in the official records of St. Tammany Parish, Louisiana in CIN 496455. Said matters include, but are not limited to: location of a parcel in front of the subject parcel and improvements.

Any loss or damage caused by lack of approval or failure to obtain approval or a resubdivision of the existing lots of record into the subject parcels.

Difference between actual and title measure. Coverage is not provided for any gaps or variations between dimension and location between title measure and a survey.

\*\*\*\*\*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 ATTORNEY'S FEES IN CONNECTION THEREWITH\*\*\*\*\*

PURCHASER(S) INITIALS:

SC \_\_\_\_\_

SELLER(S) INITIALS:

JP \_\_\_\_\_

### REDHIBITION WAIVER ADDENDUM

This Redhibition Waiver Addendum is an addendum to the foregoing Cash Sale for the property described in said Cash Sale.

Without in any way limiting the exclusion of warranty, and as a material and integral consideration for the execution of this agreement by Seller, Purchaser specifically and forever agrees to waive and release Seller from any and all claims and/or causes of action which Purchaser has, may have or hereinafter may otherwise be entitled to based on the vices of the thing sold, whether in the nature of redhibition, quantum minoris, or concealment or based on any other theory of law, the Purchaser assuming the risk as to all defects, including latent defects not discoverable upon simple inspection, and including those defects knowledge of which would deter the Purchaser from making the purchase at all or paying the price paid. Purchaser also acknowledges that Purchaser has inspected or caused to be inspected any and all improvements located on the property sold and that Purchaser is entirely satisfied with the condition of said improvements.

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 by the Seller whatsoever, expressed or implied, 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, latent or redhibitory 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, whatsoever, 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, particularly for any claim or cause of action for 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., 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.

PURCHASER(S) INITIALS:

SC    ML

SELLER(S) INITIALS:

JP \_\_\_\_\_

## CERTIFICATE OF AUTHORITY

### MAGEE FINANCIAL L.L.C. OF COVINGTON

The undersigned, James N. Magruder, Jr., hereby certifies that in accordance with the Articles of Organization of Magee Financial L.L.C. of Covington (hereinafter the "Company"), this Certificate of Authority was submitted to the sole member of the Company, Magee Holdings, L.L.C., for authorization and approval in the manner required by La. Rev. Stat. Ann. § 12:1318 and was approved and authorized by the sole member of Magee Financial L.L.C. of Covington by vote of said member and in the manner required by La. Rev. Stat. Ann. § 12:1318. James N. Magruder, Jr. further certifies that he is a Manager of the Company and that, as such, he is authorized to execute this Certificate of Authority, attested to by any other Manager, and to grant the authority granted herein to take such action on behalf of the Company as authorized and approved in accordance with the Articles of Organization of the Company and La. Rev. Stat. Ann. § 12:1318. James N. Magruder, Jr. further certifies that the Company is a limited liability company, as such terms are defined in La. Rev. Stat. Ann § 12:1301, organized under the laws of Louisiana, and registered with the Secretary of State of Louisiana in accordance with La. Rev. Stat. Ann §§ 12:1301 *et seq.*

James N. Magruder, Jr., being a Manager of the Company, hereby certifies the following:

1. Glenn Blackwelder ("Authorized Agent"), he and she is hereby authorized to transfer and convey for and on behalf of this limited liability company, the following described immovable property situated in the Parish of St. Tammany, State of Louisiana, pursuant to any terms and conditions that she, in her sole and uncontrolled discretion, deems in the best interest of the Company;

2. Glenn Blackwelder, is hereby authorized, empowered, instructed and directed to act for and on behalf of the Company, with respect to the transfer of the hereinafter described immovable property, including without limitation the receiving of the purchase price and the payment of any costs associated therewith, all upon such terms and conditions as the Authorized Agent, in his sole discretion, shall deem necessary or proper;

3. The Authorized Agent is hereby authorized and directed on behalf of the Company to enter into any and all documents, instruments and agreements that the Authorized Officer deems necessary or advisable to effectuate this transaction, all of which documents, instruments and agreements may contain terms and conditions that the Authorized Officer deems necessary or advisable;

4. The Authorized Officer he and she is hereby authorized and directed to make any decisions, execute and deliver any documents, and undertake any actions on behalf of the Company with respect to the foregoing, all upon such terms and conditions as the Authorized Officer, in his sole discretion deems in the interest of the Company, without the necessity of securing separate authority or resolutions for each transaction or other matter;

The property is described as follows:

PARCEL ONE:

THAT CERTAIN LOT OF GROUND, together with all the buildings and improvements there, and all the rights, ways, means, privileges, servitudes, appurtenances and advantages thereunto belonging or anywise appertaining thereto, situated in Section 12, Township 7 South, Range 11 East, St. Tammany Parish, Louisiana, and more fully described as follows, to-wit:

From the northwest corner of Section 12, Township 7 South, Range 11 East, go East 1665.0 feet to a point; thence at right angles South 2400 feet to a point; thence at right angles East 305.0 feet to the Point of Beginning.

From the Point of Beginning continue East 100.00 feet to a point; thence go South 115.0 feet to a point; thence go West 100.00 feet to a point; thence go North 115.0 feet to the Point of Beginning heretofore set.

**PARCEL TWO:**

THAT CERTAIN LOT OF GROUND, together with all the buildings and improvements there, and all the rights, ways, means, privileges, servitudes, appurtenances and advantages thereunto belonging or anywise appertaining thereto, situated in Section 12, Township 7 South, Range 11 East, St. Tammany Parish, Louisiana, and more fully described as follows, to-wit:

From the Northwest corner of Section 12, Township 7 South, Range 11 East, go East 1665.0 feet to a point; thence at right angles South 2500 feet to the Point of Beginning.

From the Point of Beginning go East 305.0 feet to a point; thence go South 15.0 feet to a point; thence go West 305.0 feet to a point; thence go North 15.0 feet to the Point Beginning heretofore set.

Being the same property acquired by Adam V. Thibodeaux from Frederick Joseph Chanson, Jr. pursuant to Cash Sale dated October 9, 2007, filed on October 10, 2007, as Instrument No. 1649079, of official records of the Parish of St. Tammany, State of Louisiana.


Assessment No. 107-014-2077.

All actions taken prior to the date hereof by the Authorized Officer in the Company's name prior to the execution of this Authority of Limited Liability Company are hereby approved, confirmed, and ratified.

IN WITNESS WHEREOF, the undersigned has signed this Certificate on the 6<sup>th</sup> day of January, 2015.

  
\_\_\_\_\_  
James N. Magruder, Jr. Manager

Attest:

  
\_\_\_\_\_  
Dennis E. Crowe, Manager

To have and to hold the above described property unto the said Purchasers/Vendees, their heirs and/or assigns forever.

This sale is made and accepted for and in consideration of the price and sum of **Eight Thousand Two Hundred Fifty and 00/100** .....(\$8,250.00) DOLLARS, which the said Purchaser/Vendee has well and truly paid, in ready and current money to the said Vendor who hereby acknowledges the receipt thereof and grants full acquittance and discharge therefore.

All State and city taxes up to and including the taxes due and eligible for <sup>10/2</sup> 2014 are paid as per tax research certificates. Taxes for the year <sup>10/2</sup> 2015 and all subsequent years are the responsibility of the Purchaser/Vendee, after proration. TAX ASSESSMENT NO. 1070142077.

**TAX BILL FOR 2014 SHOULD BE MAILED TO PURCHASER HEREIN AT:**

3433 Hwy 190, Ste. 111, MADISONVILLE, LA 70471;

The parties to this act hereby voluntarily waive the production and attachment of any and all research certificates required by law, statute or customarily obtained, including, Conveyance, Mortgage, Tax Research, Tax Sale, and Local Improvement Lien Certificates. Pursuant to this waiver, the parties hereby indemnify and hold harmless Title Solution Services, Inc., Denise L. Calamusa, and any and all of its employees, agents or representatives, from any penalty, liability or responsibility whatsoever in connection with or resulting from this waiver of certificates.

Vendor represented and warrants that no other sale or grant of interest in said property has been, or will be made by Vendor, and that said property is not, and will not, become subject to any lien or encumbrance by act of omission by Vendor, or claim against Vendor.

THUS DONE AND PASSED in multiple parts, in the aforesaid State and Parish, on the day, month and year herein first above written, in the presence of the undersigned, competent witnesses, who hereunto sign their names together with the said appearers, and me, Notary, after due reading of the whole.

WITNESSES:

SELLER/VENDOR(S):

by Glenn Blackwelder, Agent.

MAGEE FINANCIAL L.L.C. OF COVINGTON  
By: GLENN BLACKWELDER, AGENT

Krista J. Van Lunsden

PURCHASER/VENDEE(S):

Karen Treadway Champagne

Marcel Joseph Champagne

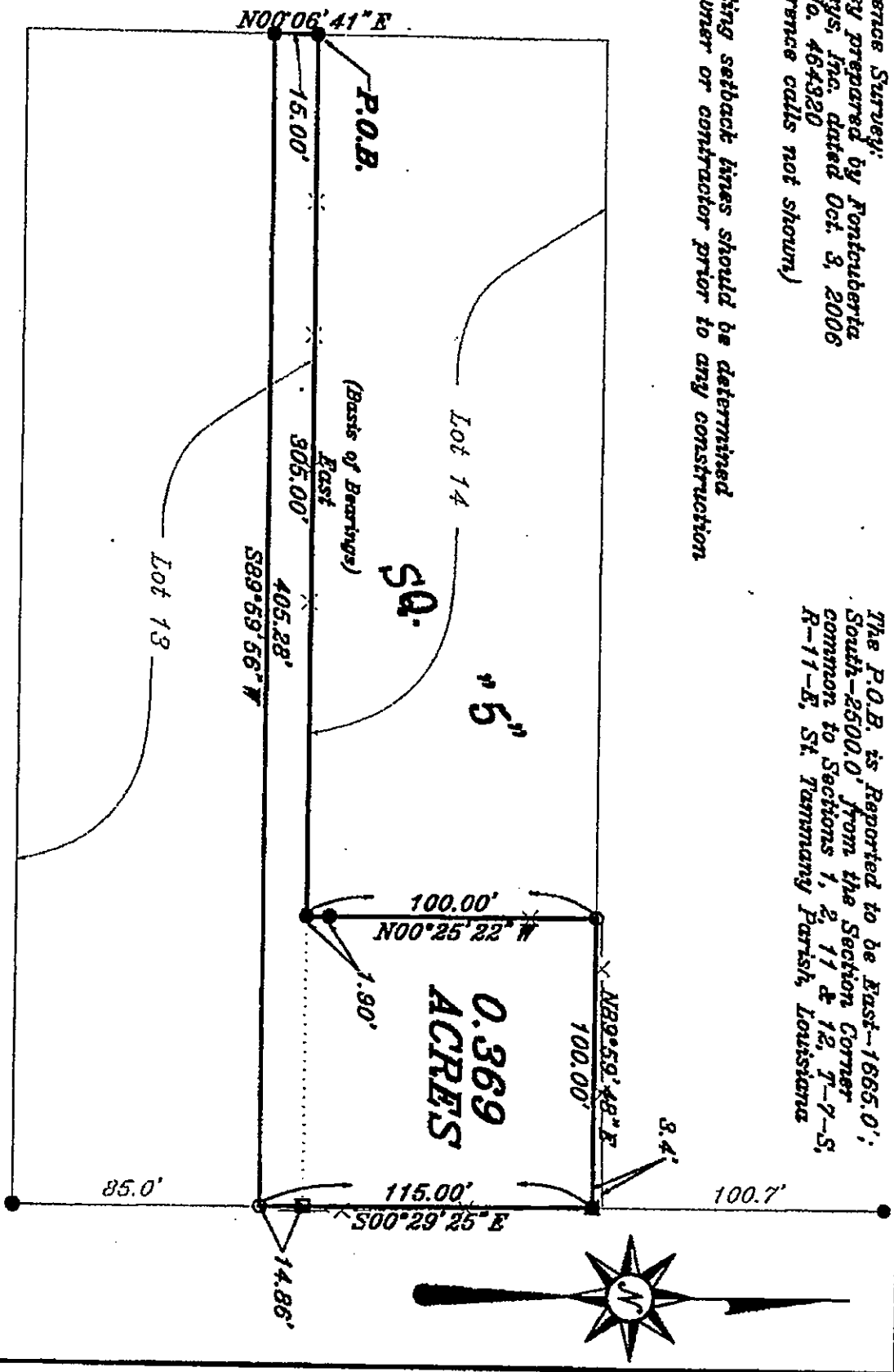
Denise L. Calamusa, Notary Public  
St. Tammany Parish, LOUISIANA  
LA NOTARY ID #: 69604  
My Commission Expires: With Life

Reference Survey:  
 Survey prepared by Fontaubert  
 Surveys, Inc. dated Oct. 3, 2006  
 Job No. 464320  
 (Reference calls not shown)

Building setback lines should be determined  
 by owner or contractor prior to any construction

The P.O.B. is Reported to be East-1665.0',  
 South-2500.0' from the Section Corner  
 common to Sections 1, 2, 11 & 12, 7-7-S,  
 R-11-E, St. Tammany Parish, Louisiana

**Fruschia Street**



SERVITUDES SHOWN HEREON (IF ANY) ARE NOT NECESSARILY EXCLUSIVE.  
 SERVITUDES OF RECORD AS SHOWN ON TITLE OPINION OR TITLE POLICY  
 WILL BE ADDED HERETO UPON REQUEST AS THE UNDERSIGNED HAS  
 PERFORMED NO ABSTRACT OR TITLE SEARCH. THE UNDERSIGNED HAS  
 MADE NO ATTEMPT TO LOCATE ANY BURIED UTILITIES OR ASSOCIATED  
 PERESTALS.  
 THIS MAP IS IN ACCORDANCE WITH THE STANDARD DETAILED  
 REQUIREMENTS PURSUANT TO THE ACCURACY STANDARDS OF A C SURVEY  
 AND THE APPLICABLE STANDARDS OF PRACTICE CITED IN LAC 48:1X1.

- Legend:**
- 1/2" Rubber Found
  - 1/2" Rubber Set
  - 3/4" Iron Pipe Found
  - 1/2" Iron Pipe Found
  - X- Fence

MAP PREPARED FOR **Marcel J. Champagne**

SHOWN A SURVEY MADE OF PROPERTY LOCATED IN **Section 12 Township 7 South Range 11 East being a portion of Lots 13 & 14 Square 5 Red Cap Acres Subdivision, St. Tammany Parish, Louisiana**

THIS MAP IS IN ACCORDANCE WITH A PHYSICAL SURVEY MADE ON THE GROUND UNDER THE SUPERVISION OF THE UNDERSIGNED. SIGNATURE AND STAMPED SEAL MUST BE IN RED OR THIS PLAT IS NOT A TRUE COPY.

**LAND SURVEYING LLC**  
 516 N. Columbia Street, Covington, LA 70433  
 (985) 892-6271 office (985) 898-0955 fax

**PROFESSIONAL**  
 3-17-2016  
 CERTIFIED CORRECTOR NO. 4094

STATE OF LOUISIANA  
 BUTLER, III  
 LOUISIANA PROFESSIONAL SURVEYOR  
 LICENSE NO. 4654

SCALE: 1" = 50'      DATE: December 9, 2015      NUMBER: 17344

## ADMINISTRATIVE COMMENT

In January 2017, a building permit was erroneously issued to a home at 70290 Fuschia Street, which was located in a moratorium area. The error was discovered by the Development Department in March 2017, after development had commenced. A review of the area was conducted by the St. Tammany Parish Department Engineering. The Engineering Department found that the proposed dwelling was to be a raised house built on piers and located on high ground, so they have no objection to taking this development out of the Moratorium.

**SUB-DRAINAGE DISTRICT NO. 4 OF GRAVITY DRAINAGE DISTRICT NO. 5**  
Fountains Subdivision  
District 5 Appointments

Board consists of five (5) members domiciled within the boundaries of the District appointed by the Parish Governing Authority to five (5) year terms.

**COUNCIL APPOINTEES**

**George Gabel**  
280 Fountains Park Blvd.  
Mandeville, LA 70448  
985-674-2152 (Home); 504-458-9455 (Cell)

**VACANT**

**VACANT**

**Eugene J. Gurtner, Jr.**  
328 Fountains Park Blvd.  
Mandeville, LA 70448  
985-727-9773 (Home); 504-442-7977 (Cell)

**Lynn F. Gurtner**  
328 Fountains Park Blvd.  
Mandeville, LA 70448  
985-727-9773 (Home); 504-261-4822 (Cell)

**TERM EXPIRES**

December 31, 2020  
Reso. C-4498  
Adopted: 01/14/16  
Original Appointment: 11/04/2010

December 31, 2020  
Reso. C-  
Adopted:  
Original Appointment:

December 31, 2020  
Reso C-  
Adopted:  
Original Appointment:

December 31, 2020  
Reso. C-4498  
Adopted: 01/14/2016  
Original Appointment: 11/04/2010

December 31, 2020  
Reso. C-4498  
Adopted: 01/14/16  
Original Appointment: 11/04/2010

**REFERENCE:** Ord. C.S. No. 10-2373§ (c); adopted: 11/04/2010.