

MAY 4, 2017- ITEM OFF-THE-FLOOR

1. Resolution to vacate in part, the six (6) month moratorium established by Ordinance C.S. No. 17-3654, and any subsequent extensions thereof, for the limited purpose of allowing the issuance of permits for construction or placement of building structures within a portion of Voting Precinct 914. (Ward 8, District 14)

ST. TAMMANY PARISH COUNCIL

RESOLUTION

RESOLUTION COUNCIL SERIES NO: C-OTF #1

COUNCIL SPONSOR: MR. SMITH

PROVIDED BY: COUNCIL OFFICE

RESOLUTION TO VACATE IN PART, THE SIX (6) MONTH MORATORIUM ESTABLISHED BY ORDINANCE C.S. NO. 17-3654, AND ANY SUBSEQUENT EXTENSIONS THEREOF, FOR THE LIMITED PURPOSE OF ALLOWING THE ISSUANCE OF PERMITS FOR CONSTRUCTION OR PLACEMENT OF BUILDING STRUCTURES WITHIN A PORTION OF VOTING PRECINCT 914. (WARD 8, DISTRICT 14)

WHEREAS, on January 5, 2017, the Parish Council adopted Ordinance C.S. No 17-3654 imposing a six (6) moth moratorium on the re-subdivision and/or issuance of permits for construction or placement of building structures within a portion of voting precinct 914 to protect and preserve the health, safety and property interests of residents from the adverse effects of traffic and flooding hazards resulting from intensification of development within a certain portion of unincorporated Ward 8, Council District 14 of St. Tammany Parish, a temporary moratorium was necessary to allow sufficient time for review of existing land uses and to formulate measures to protect residents in and near the area; and

WHEREAS, the owner of a 5 acres parcel of land situated within the boundaries of this moratorium has requested that the moratorium be lifted; and

WHEREAS, it has been determined that construction at this location would not contribute to the adverse effects of traffic and flooding hazards.

THE PARISH OF ST. TAMMANY HEREBY ORDAINS: 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 17-3654, and any subsequent extensions thereof, to remove therefrom the restriction on the issuance of permits for construction or placement of building structures within a portion of voting precinct 914 on 5.00 acres of land situated in Section 24, Township 8 South, Range 14 East Greensburg Land District, St. Tammany Parish Louisiana, all more particularly depicted in the attached Exhibit A.

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

MOVED FOR ADOPTION BY: _____ SECONDED BY: _____

YEAS: _____

NAYS: _____

ABSTAIN: _____

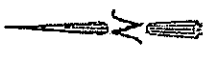
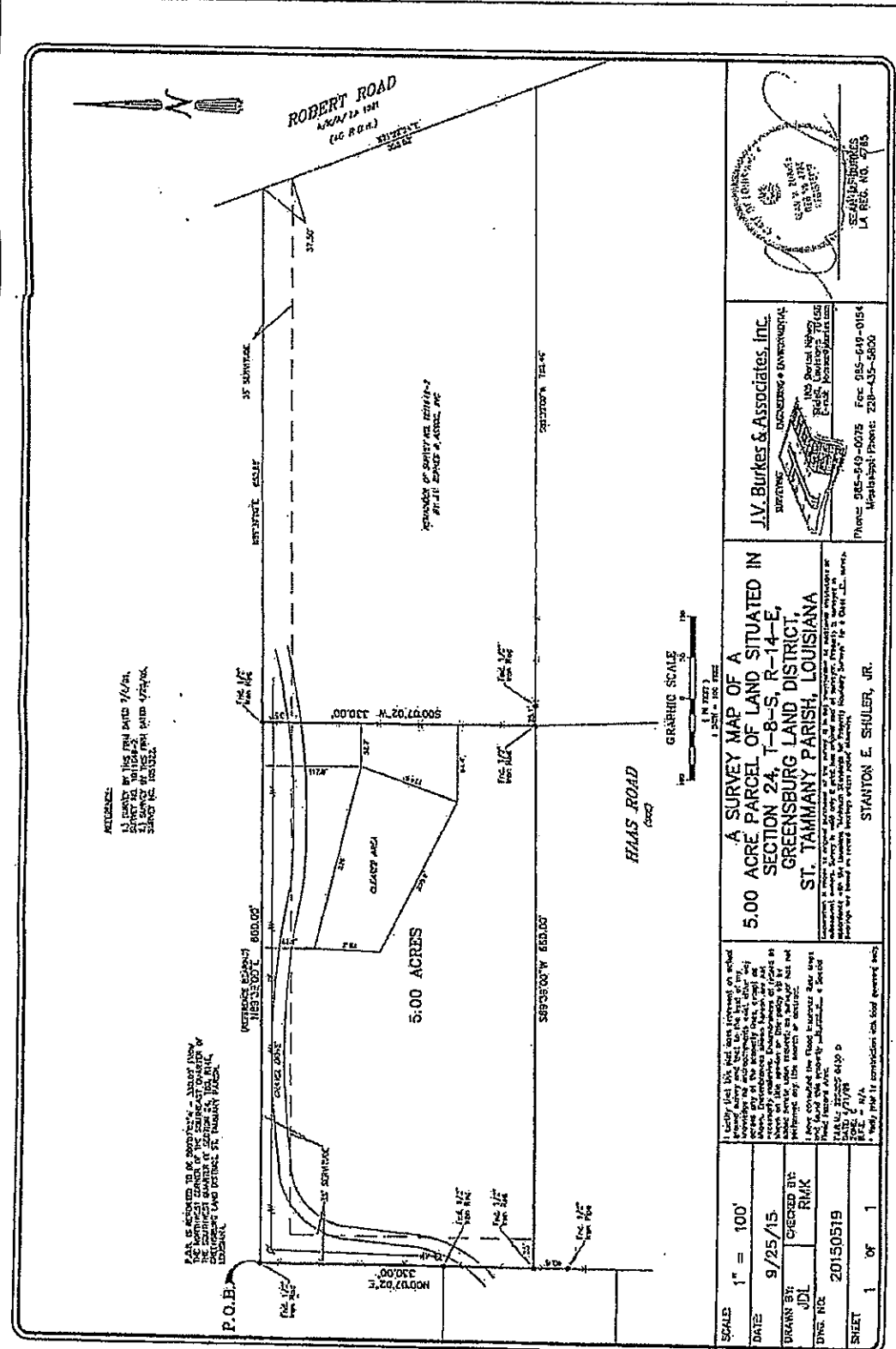
ABSENT: _____

THIS RESOLUTION WAS DECLARED ADOPTED ON THE 1 DAY OF JANUARY , 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



ROBERT ROAD
AKA/12 198
(CG R.O.H.)

HAAS ROAD
(1000')

5.00 ACRES

11007'02"

500'07'02" W 130.00'

589'33'00" W 650.00'

1185'33'00" E

800.00'

1185'33'00" E

800.00'

1185'33'00" E

800.00'

1185'33'00" E

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1185'33'00" E

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1185'33'00" E

800.00'

1185'33'00" E

800.00'

1185'33'00" E

800.00'

1185'33'00" E

REFERENCE:
1.1 CORNER TO THE NEW ROAD 7/6/14.
2.1 CORNER TO THE OLD ROAD 7/6/14.
3.1 CORNER TO THE OLD ROAD 7/6/14.

P.O.B.
ALL IS RETURNED TO THE SURVEYOR - STANTON E. SHULBER, JR.
THE ENGINEER'S OFFICE IS LOCATED AT 1000 HAAS ROAD,
ST. TAMMANY PARISH, LOUISIANA 70082.

GRAPHIC SCALE
1" = 100'
1" = 100'
1" = 100'

A SURVEY MAP OF A
5.00 ACRE PARCEL OF LAND SITUATED IN
SECTION 24, T-8-S, R-14-E,
ST. TAMMANY PARISH, LOUISIANA

STANTON E. SHULBER, JR.

SCALE 1" = 100'
DATE 9/25/15
DRAWN BY JDL
CHECKED BY RMK
DWS. NO. 20150519
SHEET 1 OF 1

1. I certify that I, the Surveyor, have personally supervised the execution of this survey and that the data shown on this map were obtained by the methods and means herein stated and that the same are true and correct to the best of my knowledge and belief.

2. I have complied with the provisions of the Louisiana Surveying Law, Act No. 151 of the Louisiana Legislature, 1964, and the rules and regulations of the Board of Surveying and Mapping, State of Louisiana, and the rules and regulations of the Board of Surveying and Mapping, State of Louisiana, and the rules and regulations of the Board of Surveying and Mapping, State of Louisiana.

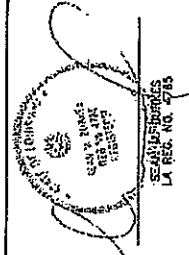
3. I have complied with the provisions of the Louisiana Surveying Law, Act No. 151 of the Louisiana Legislature, 1964, and the rules and regulations of the Board of Surveying and Mapping, State of Louisiana, and the rules and regulations of the Board of Surveying and Mapping, State of Louisiana, and the rules and regulations of the Board of Surveying and Mapping, State of Louisiana.

4. I have complied with the provisions of the Louisiana Surveying Law, Act No. 151 of the Louisiana Legislature, 1964, and the rules and regulations of the Board of Surveying and Mapping, State of Louisiana, and the rules and regulations of the Board of Surveying and Mapping, State of Louisiana, and the rules and regulations of the Board of Surveying and Mapping, State of Louisiana.

5. I have complied with the provisions of the Louisiana Surveying Law, Act No. 151 of the Louisiana Legislature, 1964, and the rules and regulations of the Board of Surveying and Mapping, State of Louisiana, and the rules and regulations of the Board of Surveying and Mapping, State of Louisiana, and the rules and regulations of the Board of Surveying and Mapping, State of Louisiana.

6. I have complied with the provisions of the Louisiana Surveying Law, Act No. 151 of the Louisiana Legislature, 1964, and the rules and regulations of the Board of Surveying and Mapping, State of Louisiana, and the rules and regulations of the Board of Surveying and Mapping, State of Louisiana, and the rules and regulations of the Board of Surveying and Mapping, State of Louisiana.

7. I have complied with the provisions of the Louisiana Surveying Law, Act No. 151 of the Louisiana Legislature, 1964, and the rules and regulations of the Board of Surveying and Mapping, State of Louisiana, and the rules and regulations of the Board of Surveying and Mapping, State of Louisiana, and the rules and regulations of the Board of Surveying and Mapping, State of Louisiana.



J.V. Burkes & Associates, Inc.
ENGINEERING & SURVEYING
INCORPORATED
1100 PERLA DRIVE
METairie, Louisiana 70002
Phone: 833-219-0075 Fax: 833-219-0154
Mobile/Text: 833-219-0000

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

Cash Sale Of Property
by Mary Torrance Rabalais, wife of/and Stanley G. Rabalais, Jr.,
to Jeanie Shauldin Shuler, wife of/and Stanton E. Shuler, Jr.

Be It Known, that on this 30th day of September, 2015, before me, Eddie M. Encalade, Jr., an Attorney/Notary Public duly commissioned, qualified and sworn in and for the Parish of St. Tammany, State of Louisiana, in the presence of the undersigned witnesses, personally came and appeared:

Mary Torrance Rabalais, wife of/and Stanley G. Rabalais, Jr., both competent persons of the full age of majority, domiciled and residing in the Parish of St. Tammany, State of Louisiana, who, after being duly sworn, declared that they have each been married but once and then to each other and are currently living and residing together; that their social security numbers are ###-##-7147 and ###-##-0720, respectively; and that their residence and permanent mailing address is 1533 Maplewood Drive, Slidell, Louisiana 70458.

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

Jeanie Shauldin Shuler, wife of/and Stanton E. Shuler, Jr., both competent persons of the full age of majority, domiciled and residing in the Parish of St. Tammany, State of Louisiana, who, after being duly sworn, declared that they have each been married but once and then to each other and are currently living and residing together; that their social security numbers are ###-##-8772 and ###-##-2931, respectively; and that their residence and permanent mailing address will be 227 Landsdowne Drive, Slidell, Louisiana 70461.

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

A Certain Lot Or Portion Of Ground, together with all the buildings, constructions, component parts, fixtures and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, lying and situated in Section 24, Township 8 South, Range 14 East, Saint Tammany Parish, Louisiana and more fully described as follows;

From the northwest corner of the southeast 1/4 of the southwest 1/4 of Section 24, Township 8 South, Range 14 East; thence go South 00 degrees 07 minutes 02 seconds West 330.00 feet to the Point Of Beginning. Thence go North 89 Degrees 39 minutes 00 seconds East-660.00 feet to a 1/2" iron rod; thence South 00 Degrees 07 minutes 02 seconds West- 330.00 feet to a 1/2" iron rod; thence South 89 degrees 39 minutes 00 seconds West- 660.00 feet to a 1/2" iron rod; thence North 00 Degrees 07 minutes 02 seconds East- 330.00 feet to the Point Of Beginning. Containing 5.0 acres of land more or less, lying and being situated in Section 24, Township 8 South, Range 14 East, St. Tammany Parish, Louisiana.

Note: Parcel has access to Robert Road via a 25 foot wide servitude more fully described as follows; From the northeast corner of said parcel (P.O.B.); thence go N 89 degrees 39 minutes 00 second E.-632.88ft to a point on the western r/w line of Robert Road; thence S.21 degrees 22 minutes 24 seconds E.-26.78 ft. along said r/w line to a point; thence S. 89 degrees 39 minutes 00 seconds W. -662.70 ft. to a point on the eastern property line of said parcel; thence N.00 degrees 07 minutes 02 seconds E-25.00 ft. to the P.O.B.

Being the same property acquired by Mary Torrance, wife of/and Stanley G. Rabalais, from Susan Durand, wife of/and Charles K. Tabor, by an act passed before David Corollo, Notary Public, dated June 2, 2005, registered June 7, 2005 under COI# 1498397, St. Tammany Parish, Louisiana.

To the extent that any of the following may be applicable, this act is made, executed and accepted

CT#15197 Rabalais to Shuler

Page 1 of 3

St. Tammany Parish 2099
Instrmnt #: 1998655
Register #: 2399186 bdr
10/06/2015 8:30:00 AM
NR CB X MI UCC

subject to the following, without the intention of interrupting, suspending or reviving any prescription or peremption thereof or to recognize the validity thereof.

a) Servitudes, restrictions, easements, encroachments, right of ways, fence misalignment, and/or building setback lines, if any as shown on a current survey of the property or as shown on plan of subdivision filed for record with the Clerk of Court for St. Tammany Parish, Louisiana, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

b) Predial Servitude granted by Stanley G. Rabalais Jr. and Mary Torrance Rabalais, Charles K. Tabor and Susan Durand Tabor, in favor of Kevin Wibright and Lisa Wibright in an act passed before Jeanne N. Juneau, Notary Public, dated November 1, 2005, registered November 10, 2005 under COI # 1522600, St. Tammany Parish, Louisiana.

c) Right of Way in favor of CLECO POWER LLC recorded February 22, 2006 under instrument no. 1538152, St. Tammany Parish, Louisiana.

d) Property is sold and purchased subject to title and zoning restrictions, servitudes of record, laws or ordinances and wetlands determinations. Purchaser acknowledges that a wetlands determination has recently been obtained prior to the date of this agreement and Purchaser acknowledges full awareness of that determination's contents and accepts full responsibility for any and all of that determination's future consequences.

e) Property is sold and purchased subject to the following special restriction: The property herein conveyed shall never be divided, whether by the current or any subsequent buyers, into parcels smaller than Five and No Hundredths (5.00) acres.

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

This sale is made and accepted for and in consideration of the price and sum of One Hundred Forty-Nine Thousand And No/100 (\$149,000.00) Dollars, cash, which the said Purchasers have well and truly paid, in ready and current money of the United States Of America, to the said Sellers, who hereby acknowledge the receipt thereof and grant full acquittance and discharge therefore.

"As Is" Clause

Purchasers' Initials: SS SK

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

Purchasers' Initials: SS SK

All State and St. Tammany Parish and taxes up to and including the taxes due and exigible in the year 2014 are paid as per statement of the Sellers. The 2015 St. Tammany Parish taxes have been prorated based upon the Assessor's estimate of 2014 taxes and the parties hereto acknowledge the sufficiency thereof and hereby release and relieve Encalarte Law Firm, LLC, Camellia Title, LLC, and the undersigned Notary Public from any

and all liability regarding the calculation and collection thereof. The 2015 taxes will be paid by the Purchasers.

Purchasers declared that pursuant to the provisions of Louisiana Revised Statute 9§2721, they do hereby designate Jeanie Shanklin Shuler, wife of/and Stanton E. Shuler, Jr., as the persons responsible for all property taxes and assessments and all notices pertaining thereto should be addressed and mailed as follows: Mrs. Jeanie Shanklin Shuler, wife of/and Mr. Stanton E. Shuler, Jr., 227 Landsdowne Drive, Slidell, Louisiana 70461.

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

1) Multiple Indebtedness Mortgage granted by Stanley G. Rabalais and Mary Torrance Rabalais in favor of Central Progressive Bank, in the principal sum of \$100,000.00, (with a maximum limit of \$50,000,000.00) passed before Gary P. Duplechain, Notary Public, dated June 12, 2006, recorded June 20, 2006 under MOI# 1559650, St. Tammany Parish, Louisiana.

Sellers hereby authorize the undersigned Notary Public to withhold from the purchase price of the herein conveyed property a sum sufficient to discharge, cancel and erase the aforesaid encumbrances. Sellers hereby agree to defend, hold harmless and indemnify Purchasers from all costs and damages (including attorney's fees) which Purchasers may incur in connection with any mortgages, liens, or encumbrances bearing against the property in contravention to this declaration and warranty.

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

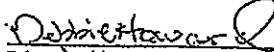
The parties hereto acknowledge that they are aware that regarding the property transferred herein: (a) no title opinion; (b) no flood elevation; (c) no survey; (d) no environmental site assessment or tests for any harmful pollutant or noxious substances (including asbestos and toxic mold); (e) no wood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

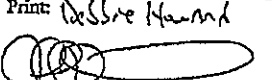
Sellers declare, represent and warrant: (1) that no sale or other grant of interest in the property conveyed herein has been, or will be made by Sellers, (2) that said property is subject only to the aforementioned encumbrances and will not become subject to any encumbrance or lien by act of omission of Sellers, or claim against Sellers, except as herein noted or excepted, (3) that there are no paving liens or ordinances recorded against the property, and (4) that all taxes due and exigible on the property up to and including the taxes due and exigible in the year 2014 are paid.

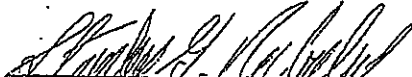
The covenants herein contained shall bind, and the benefits and advantages herein shall enure to the respective heirs, executors, administrators, successors and assigns of all parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender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

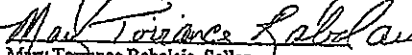
Thus Done And Passed, in multiple originals, in Slidell, St. Tammany Parish, Louisiana, after due reading of the whole.

Witnesses:


Print: Debbie Howard

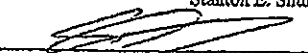

Print: Jeff Rabalais


Stanley G. Rabalais, Jr., Seller


Mary Torrance Rabalais, Seller


Jeanie Shanklin Shuler, Purchaser


Stanton E. Shuler, Jr., Purchaser


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

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

CT#15197 Rabalais to Shuler

MAY 4, 2017- ITEM OFF-THE-FLOOR

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Administrative Comment

The owner of 5 acres of land located at 62099 Hwy 1091 in Slidell, Louisiana was unaware of an existing building moratorium and applied for financing to construct a dwelling thereon. His application was approved. Later, when the owner applied for his building permit, he was then notified of the moratorium. The owner has requested that the property be released from the moratorium because if it isn't timely released his financing approval will be voided and he will have to reapply delaying construction.