

NOTICE OF INTRODUCTION OF ORDINANCE

NOTICE IS HEREBY GIVEN that the following entitled ordinance was introduced in writing in the form required for adoption at a meeting of the Parish Council of the Parish of Livingston, State of Louisiana, on November 7, 2019, and laid over for publication of notice:

L.P. ORDINANCE NO. 19-36

AN ORDINANCE AS FOLLOWS, TO-WIT:

QUITCLAIMING AND TRANSFERRING ANY AND ALL PROPERTY INTEREST IN FAVOR OF RHONDA PROPERTIES, LLC A CERTAIN .2398 ACRE TRACT AS SHOWN ON THE SURVEY MAP BY WALLACE ADAMS DATED MAY 5, 1989 AND RECORDED IN THE OFFICE OF THE CLERK FOR THE PARISH OF LIVINGSTON IN PLAT BOOK 72, PAGE 72, FILE NUMBER 957832.

NOTICE IS HEREBY FURTHER GIVEN that the Parish Council of said Parish will meet on Thursday, November 21, 2019, at six-thirty (6:30) p.m. at the Parish Council Chambers, Governmental Building, 20355 Government Boulevard, Livingston, Louisiana, at which time there will be a public hearing on the adoption of the aforesaid ordinance.

Sandy C. Teal, Council Clerk

Shane Mack, Council Chair

(As per rules of the Council, copies of the proposed ordinance shall be made available for public inspection in the Office of the Livingston Parish Council.)

The following ordinance which was previously introduced in written form required for adoption at a regular meeting of the Livingston Parish Council on November 7, 2019, a summary thereof having been published in the Official Journal together with a notice of public hearing which was held in accordance with said public notice, was brought up for final passage on November 21, 2019, on Motion of Tracy Girlinghouse and seconded by R.C. "Bubba" Harris:

LIVINGSTON PARISH ORDINANCE NO. 19-36

AN ORDINANCE AS FOLLOWS, TO-WIT:

QUITCLAIMING AND TRANSFERRING ANY AND ALL PROPERTY INTEREST IN FAVOR OF RHONDA PROPERTIES, LLC A CERTAIN .2398 ACRE TRACT AS SHOWN ON THE SURVEY MAP BY WALLACE ADAMS DATED MAY 5, 1989 AND RECORDED IN THE OFFICE OF THE CLERK FOR THE PARISH OF LIVINGSTON IN PLAT BOOK 72, PAGE 72, FILE NUMBER 957832.

WHEREAS, the Livingston Parish Council has discovered an error in the tax adjudication of a certain piece of property in the following described immovable shown on the attached Quitclaim Deed dated November ____, 2019 and recorded in Conveyance Book ____ Page ____ Entry ____ of the official records of the Clerk of Court for the Parish of Livingston. The Property was never owned or occupied by the Parish and is no longer needed and in order to rectify a title problem, the Parish Council desires to Quitclaim to the rightful property owner of the following described tract:

A certain 0.2398 acre tract or parcel of ground together with all the improvements thereon, and burdened with and including such servitudes as are of record, located in the Greensburg Land District, Parish of Livingston, State of Louisiana, show as a "0.2398 AC." Tract on survey map, and more particularly described as follows: Beginning at a point 757.46' N 00° 55'30" W of the SE corner of Section 15, T8S, R6E, thence N 00° 55'30"W 31.33', thence N 72° 18'24" E 200.18'; thence N 60° 13'30" E 78.91'; thence N 68°20'54" E 64.17' to the apparent R/W line of La. Highway 22; thence along said apparent R/W line S 19° 06'27" E 30.03'; thence S 68° 20'54" W 60.71'; thence S 60° 13'30" W 79.95'; thence S 72° 18'24" W 212.40' to POB, containing 0.2398 acres, all according to that certain survey map by Wallace L. Adams, P.L.S. & P.C.E., dated May 5, 1989, and recorded in the office of the Clerk and Recorder of Mortgages for the Parish of Livingston, State of Louisiana at Plat Book 72, Page 72, File Number 957832.

Together with and subject to covenants, easements, and restrictions of record.

The property identified above was erroneously included in a tax sale and adjudicated to the Parish. The adjudication was incorrect and the taxes have been paid, nevertheless, a tax sale notice included said description. In order to correct the error:

The Parish of Livingston is disclaiming and quitclaiming the above described property unto the land owner, Rhonda Properties, LLC, and by so doing, the Parish of Livingston acknowledges it never had ownership of the hereinabove described property, and this disclaimer and quitclaim and revocation of servitude over the said described property is solely for the purpose of forever rendering quiet any possible claim of the Parish of Livingston has against the Property, the transfer shall occur in an as is condition with all faults without any warranties or representations, neither expressed or implied. In addition thereto, the Parish hereby agrees to cancel as to the property being conveyed, but no further, all charges of executing members listed on the adjudicated tax rolls, penalties and interest and all charges and liens imposed by executing members and recorded against the property pursuant to the appropriate legislative authority, including, but not limited to, R.S. 33:1236, R.S. 33:4766, R.S. 40:1502.1, Act 169 of 1898, as amended, and/or the plan of government of the Parish of Livingston, as amended which are due and owing as of the date of this sale, instructs the Sheriff of Livingston to cancel any and all ad valorem taxes, interest and penalties that may be due members; and instructs the Clerk of Court and Recorder of Mortgages for Livingston Parish to cancel, as to the property being conveyed, but no further, any and all charges and liens imposed by executing members and recorded against the property pursuant to appropriate legislative authority including but not limited to, R.S. 33:1236, R.S. 33:4766, R.S. 40:1502.1, Act 169 of 1898, as amended, and/or the Plan of Government of the Parish of Livingston, as amended that are due and owing on the property conveyed as of the date of this sale.

The Parish President, Layton Ricks, be and hereby is authorized to sign any and all documents necessary to carry out the intents and purposes of this ordinance.

The effective date of this ordinance shall be as prescribed by law.

BE IT FURTHER ORDAINED that all ordinances or parts of ordinances in conflict herewith are hereby repealed. 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 having been submitted to a vote; the vote thereon was as follows:

YEAS: MR. KEEN, MR. GIRLINGHOUSE, MR. ARD, MR. MACK, MR. WASCOM, MR. HARRIS, MR. AVERETT, MR, LOBELL

NAYS: NONE

ABSENT: MR. TALBERT

ABSTAIN: NONE

And the ordinance was declared adopted on the 21st day of November 2019.

Shane Mack, Council Chairman

ATTEST:

Sandy C. Teal, Council Clerk

INTRODUCED _____ ADOPTED _____

DELIVERED TO PRESIDENT _____, _____ o'clock ____ . M.

APPROVED BY PRESIDENT _____

Layton Ricks Date

VETOED BY PRESIDENT _____

Layton Ricks Date

RECEIVED FROM PRESIDENT _____, _____ o'clock ____ . M.

**NON-WARRANTY
QUITCLAIM DEED**

STATE OF LOUISIANA
PARISH OF LIVINGSTON

VENDOR: LIVINGSTON PARISH, STATE OF LOUISIANA

VENDEE: RHONDA PROPERTIES, LLC

On the date(s) indicated below, before the undersigned Notary Public for the State of Louisiana, and in the presence of the subscribing witnesses, personally came and appeared:

LIVINGSTON PARISH, STATE OF LOUISIANA, represented herein by Layton Ricks, its duly authorized Parish President, authorized by virtue of the attached Ordinance of the Parish Council, Parish of Livingston, a political subdivision of the State of Louisiana;

herein called **VENDOR**, who declared that for the price of ten (\$10.00) dollars and other good and valuable consideration, cash, receipt of which is acknowledged, **VENDOR** hereby **QUITCLAIMS** and delivers without warranty of title or recourse, not even for return of any purchase price, but with full subrogation and substitution in and to all the rights and actions of warranty which **VENDOR** has or may have against all preceding owners, unto:

RHONDA PROPERTIES, LLC; a Limited Liability Company, organized and doing business under the laws of the State of Louisiana, represented herein by its duly authorized member Rhonda Murphy, and whose address is declared to be 16825 LA Hwy. 16, French Settlement, LA 70733;

herein called **VENDEE**, the following described property the possession and delivery of which **VENDEE** acknowledges:

A certain 0.2398 acre tract or parcel of ground together with all the improvements thereon, and burdened with and including such servitudes as are of record, located in the Greensburg Land District, Parish of Livingston, State of Louisiana, shown as a "0.2398 AC." tract on survey map, and more particularly described as follows: Beginning at a point 757.46' N 00° 55' 30" W of the SE corner of Section 15, T8S, R6E, thence N 00° 55' 30" W 31.33'; thence N 72° 18' 24" E 200.18'; thence N 60° 13' 30" E 78.91'; thence N 68° 20' 54" E 64.17' to the apparent R/W line of La. Highway 22; thence along said apparent R/W line S 19° 06' 27" E 30.03'; thence S 68° 20' 54" W 60.71'; thence S 60° 13' 30" W 79.95'; thence S 72° 18' 24" W 212.40' to POB, containing 0.2398 acres, all according to that certain survey map by Wallace L. Adams, P.L.S. & P.C.E., dated May 5, 1989, and recorded in the office of the Clerk and Recorder of Mortgages for the Parish of Livingston, State of Louisiana at Plat Book 72, Page 72, File Number 957832.

Being a portion of that same property acquired by Vendor herein via tax sale adjudication on file and of record at COB 446, Page 528 (842), official records, Clerk and Recorder, Parish of Livingston, State of Louisiana.

To have and to hold said property unto the Vendee, Vendee's heirs, successors and assigns, forever. All agreements and stipulations herein, and all obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties. Property Taxes for the current year are assessed to Vendee herein, with Vendee and its successors in title responsible for payment of all taxes prospectively.

All parties signing the within instrument, either as parties or as witnesses, have declared themselves to be of full legal capacity and not subject to interdiction; and, if acting as such, duly authorized to conduct business as agent and attorney-in-fact on behalf of

succession, corporation, non-profit corporation, LLC, partnership, or any other type of business or government entity which is a party hereto.

PURCHASER WARRANTS AND ACKNOWLEDGES TO AND AGREES WITH SELLER THAT PURCHASER IS PURCHASING THE PROPERTY SUBJECT TO ANY AND ALL CONDITIONS AND RESTRICTIONS WHICH MAY BE REQUIRED OR RECITED IN SECTION 2 OF THE ATTACHED ORDINANCE AND SUBJECT TO ANY AND ALL SERVITUDES AND STREET AND DRAINAGE RIGHT OF WAYS AS SHOWN OR DEDICATED ON ANY RECORDED MAP, PLAT OR SURVEY OR WHICH HAS PREVIOUSLY BEEN GRANTED OR CONVEYED IN FAVOR OF THE PARISH OF LIVINGSTON,

PURCHASER WARRANTS AND ACKNOWLEDGES TO AND AGREES WITH SELLER THAT PURCHASER IS PURCHASING THE PROPERTY IN AN "AS IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF SELLER. PURCHASER ACKNOWLEDGES THAT SELLER HAS ACQUIRED THE PROPERTY BY MEANS OF ADJUDICATION FOR UNPAID AD VALOREM PROPERTY TAXES AND CONSEQUENTLY HAS LITTLE OR NO DIRECT KNOWLEDGE CONCERNING THE PHYSICAL OR ECONOMIC CHARACTERISTICS OF THE PROPERTY. PURCHASER ACKNOWLEDGES THAT SELLER HAS MADE NO REPRESENTATIONS AS TO THE VALIDITY OF THE STATUTES AND ORDINANCE AUTHORIZING THIS SALE AND THAT SELLER HAS ADVISED PURCHASER TO SEEK LEGAL ADVICE BEFORE PROCEEDING WITH THIS SALE.

Purchaser acknowledges that Purchaser has not relied, and is not relying, upon any information, documents, sales brochures or other literature, maps or sketches projection, proforma statement, representation, guarantee or warranty (whether express or implied, or oral or written, or material or immaterial) that may have been given by or made by or on behalf of Seller.

Purchaser hereby acknowledges that it shall not be entitled to, and should not, rely on Seller or its agents as to (1) the quality, nature, adequacy or physical condition of the Property, including, but not limited to, the structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities or the electrical, mechanical, HVAC, plumbing, sewage or utility systems, facilities or appliances at the Property, if any; (ii) the quality, nature, adequacy or physical condition of soils or the existence of water at the Property; (iii) the existence, quality, nature, adequacy or physical condition of any utilities serving the Property; (iv) the development potential for the Property, its habitability, merchantability or fitness, suitability or adequacy of the Property for any particular purpose; (v) the zoning or other legal status of the Property; (vi) the Property's or its operations' compliance with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions or restrictions of any governmental or quasi- governmental entity or of any other person or entity; (vii) the quality of any labor or materials relating in any way to the Property; (viii) the condition of title to the Property or the nature, status and extent of any right of way, lease, right of redemption, possession, lien, encumbrance, license, reservation, covenant, condition, restriction or any other matter affecting title to the Property; or (ix) the legal or tax consequences of this sale or its underlying transaction.

PURCHASER ACKNOWLEDGES TO AND AGREES WITH SELLER THAT WITH RESPECT TO THE PROPERTY, SELLER HAS NOT, DOES NOT AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY.

Purchaser acknowledges that Seller has not, does not and will not make any representation or warranty with regard to compliance with any environmental protection, pollution or land use laws, rules, regulations, orders or requirements, including, but not limited to those pertaining to the handling, generation, treating, storing, or disposing of any hazardous waste or substance, as the terms "hazardous waste" or "hazardous substance" are defined by any federal, state or local law, rule, regulation or requirement.

Purchaser acknowledges that Purchaser has had and/or has been given an adequate opportunity to make such legal, factual and other inquiries and investigations as Purchaser deems necessary, desirable or appropriate with respect to the Property. Such inquiries and investigations of Purchaser shall be deemed to include, but shall not be limited to, any leases and contracts pertaining to the Property, the physical components of all portions of the Property, the condition of the Property, the existence of any wood destroying organisms on the Property, such state of facts as an accurate survey and inspection would show, the present and future zoning ordinances, resolutions and regulations of the city, parish and state where the Property is located and the value and marketability of the Property.

Without in any way limiting the generality of the foregoing, Purchaser specifically acknowledges and agrees that it hereby waives, releases and discharges any claim it has, might have had, or may have against the Seller with respect to the condition of Property, either patent or latent, its ability or inability to obtain or maintain building permits, either temporary or final certificates of occupancy or other licenses for the use or operation of the Property, and/or certificates of compliance for Property, the actual or potential income or profits to be derived from the Property, the real estate taxes or assessments now or hereafter payable thereon, the compliance with any federal, state or local environmental protection, pollution or land use laws, rules, regulations or requirements, and any other state of facts which exist with respect to the Property.

SELLER IN ACCORDANCE WITH REVISED STATUTE 33:4720.15 AND LOCAL SERVICES AGREEMENT BY AND BETWEEN THE SELLER AND OTHER EXECUTING MEMBERS, AS AUTHORIZED BY THE LIVINGSTON PARISH COUNCIL, DOES HEREBY CANCEL, AS TO THE PROPERTY BEING CONVEYED, BUT NO FURTHER, (a) ALL CHARGES OF EXECUTING MEMBERS LISTED ON THE ADJUDICATED TAX ROLLS, PENALTIES, AND INTEREST AND (B) ALL CHARGES AND LIENS IMPOSED BY EXECUTING MEMBERS AND RECORDED AGAINST THE PROPERTY PURSUANT TO APPROPRIATE LEGISLATIVE AUTHORITY, INCLUDING, BUT NOT LIMITED TO, REVISED STATUTE 33:1236, REVISED STATUTE 33:4766, REVISED STATUTE 40:1502.1, ACT 169 OF 1898, AS AMENDED, AND/OR THE PLAN OF GOVERNMENT OF THE PARISH OF LIVINGSTON, AS AMENDED WHICH ARE DUE AND OWING AS OF THE DATE OF THIS SALE; INSTRUCTS THE SHERIFF OF LIVINGSTON TO CANCEL ANY AND ALL AD VALOREM TAXES, INTEREST AND PENALTIES THAT MAY BE DUE MEMBERS; AND INSTRUCTS THE CLERK OF COURT AND RECORDER OF MORTGAGES FOR LIVINGSTON PARISH TO CANCEL, AS TO THE PROPERTY BEING CONVEYED, BUT NO FURTHER, ANY AND ALL CHARGES AND LIENS IMPOSED BY EXECUTING MEMBERS AND RECORDED AGAINST THE PROPERTY PURSUANT TO APPROPRIATE LEGISLATIVE AUTHORITY INCLUDING, BUT NOT LIMITED TO, REVISED STATUTE 33:1236, REVISED STATUTE 33:4766, REVISED STATUTE 40:1502.1, ACT 169 OF 1898, AS AMENDED, AND/OR THE PLAN OF GOVERNMENT OF THE PARISH OF LIVINGSTON, AS AMENDED THAT ARE DUE AND OWING ON THE PROPERTY CONVEYED AS OF THE DATE OF THIS SALE.

Purchaser waives the production by Seller of any termite certificate, any mortgage certificate, or any conveyance certificate pertaining to the Property and any adjoining property.

Seller reserves all oil, gas and other mineral rights in and to the property conveyed but conveys the surface rights of said property and states that all exploration, storage and production shall be from adjoining lands.

No title examination was requested of nor performed by notary, and all parties hereto relieve and exonerate notary of any and all liability arising out of or related to title of above described immovable property.

THUS, DONE AND SIGNED by the parties hereto, on the dates indicated below, in the presence of me, Notary, and the undersigned competent witnesses.

WITNESSES:

Print:

Print:

By: _____
**LIVINGSTON PARISH
STATE OF LOUISIANA
Layton Ricks, Parish President**
Date: (____/____/2019)

NOTARY PUBLIC

WITNESSES:

Print:

Print:

**RHONDA PROPERTIES, LLC
Rhonda Murphy, Member/Agent**
Date: (____/____/2019)

NOTARY PUBLIC