

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

REQUEST TO APPROVE ROAD NAME

Date: 7/25/23	
Proposed Road Name: HICKORY CREEK LN	4444
Submitted by: Name: PAM MCLEMORE	
Phone:	
Email: JEEPSOUTH1@GMAIL.COM	
Applicant's Name: PAM MCLEMORE	
☐ STP Planning and Development Department	
☐ STP Department of Public Works	
■ Developer (for subdivisions which have not received Final Plat Approval)	
☐ STP Communications District No. 1	
□ Municipality	
Reviewed by the STP Communications District No. 1 The STP Communications District No. 1 has no objection to this request. The STP Communications District No. 1 objects to this request for the following reasons: Signed Rodney Hart, Director	Date: 7/25/2023
A. C.	
For Office Use Only:	
St. Tammany Parish/City Government: Parish/City Ordinance Attached Survey (if applicable), list of all property owners with contact information	
911 Office:	
□ VOID Date: □ Completed Date:	□ Map □ USPS □ MSAG □ Readdressing

28911 Krentel Road Lacombe, LA 70445 Phone: (985)-898-4911 Fax: (985)-898-4974

Property Owner's Name:

Pamela McLemore

There has been a request by another property owner to have the road **known as a granted, unnamed servitude**

re-named to **HICKORY CREEK LN**. As per the St Tammany Parish Communications District Requirements for Road Renaming, the request must meet "50% + 1" approval from all property owners along the road that the Road Rename would affect.

COUNT

COMMUNICATIONS

Note: If the Road Rename is approved, your property could receive a new address because your property is along the road in question. You will need to update your address with all agencies (including, but not limited to; The Assessor's Office, State Driver's License, USPS, subscriptions, etc.). The St Tammany Parish Communications District is not responsible for any costs that may be involved. Please respond appropriately below:

I,	_ (please print name), as a proposition of the second seco	erty Date
I, owner, do NOT approve of changing the roa	_ (please print name), as a propo d name.	erty
□ NOT APPROVE	Signature	Date
**A vote of non-approval does not exclude	e you from receiving a new address	k*
Someone from the St Tammany Parish 911 contacting you to verify your decision.	Communications District will be	
Name: Lame a McLemore Phone Address: 104 OAK Down	e Number: 985.774.45	<u>62</u> 70452
Email Address: 1800 South	a amail com	responsituarium con fell manusire fine popularitorem

28911 Krentel Road

Lacombe, LA 70445 Phone: (985)-898-4911 Fax: (985)-898-4974	EMERGENCY CONTROL OF THE PROPERTY OF THE PROPE
Property Owner's Name:	WHEN SECONDS
Todd Joseph Tyler, Jr.	OF TOMPS
There has been a request by another propert have the road known as a granted, unnan re-named to HICKORY CREEK LN . As per the District Requirements for Road Renaming, the	ned servitude ne St Tammany Parish Communications e request must meet "50% + 1"
approval from all property owners along the affect.	road that the Road Rename would
Note: If the Road Rename is approved, your because your property is along the road in quaddress with all agencies (including, but not Driver's License, USPS, subscriptions, etc.). Communications District is not responsible for Please respond appropriately below:	uestion. You will need to update your limited to; The Assessor's Office, State The St Tammany Parish
I, <u>Todd</u> <u>J. Tyler</u> <u>Jv</u> owner, approve of changing the road name. △APPROVE **A vote of approval could re	Signature 7/31/23 Date
I, owner, do NOT approve of changing the road	(please print name), as a property d name.
□ NOT APPROVE	Signature Date
**A vote of non-approval does not exclude	
Someone from the St Tammany Parish 911 Contacting you to verify your decision.	Communications District will be
Contact Information:	
Name: Todd J. Tyler, Jr. Phone	Number: <u>504-415-4253</u>

Address: 1152 Murray Rd Loop Pearl River, LA 70452
Email Address: foddfylergrayahoo, com

28911 Krentel Road Lacombe, LA 70445 Phone: (985)-898-4911

Fax: (985)-898-4974

Property Owner's Name:

Susan G. Dunne Combel

There has been a request by another property owner to have the road **known as a granted, unnamed servitude**

re-named to **HICKORY CREEK LN**. As per the St Tammany Parish Communications District Requirements for Road Renaming, the request must meet "50% + 1" approval from all property owners along the road that the Road Rename would affect.

COMMUNICATIONS

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I, Susan G. Dunne Combel owner, approve of changing the road name APPROVE **A vote of approval could	Lusan A Dunn, Combel Signature	
I, owner, do NOT approve of changing the ro	(please print name), as a pro ad name.	perty
	Signature	Date
A vote of non-approval does not exclu	de you from receiving a new addres	SS
Someone from the St Tammany Parish 911 contacting you to verify your decision.	. Communications District will be)
Contact Information:		
Name: Susaw Combel Pho	ne Number: <u>985-290-62</u> 8	72
Address: 68200 Reed Road		
Email Address: nana sue 1967 @		

28911 Krentel Road Lacombe, LA 70445 Phone: (985)-898-4911

Fax: (985)-898-4974

Property Owner's Name:

Whitney Chelsey Randall Audibert.

There has been a request by another property owner to have the road **known as a granted, unnamed servitude**

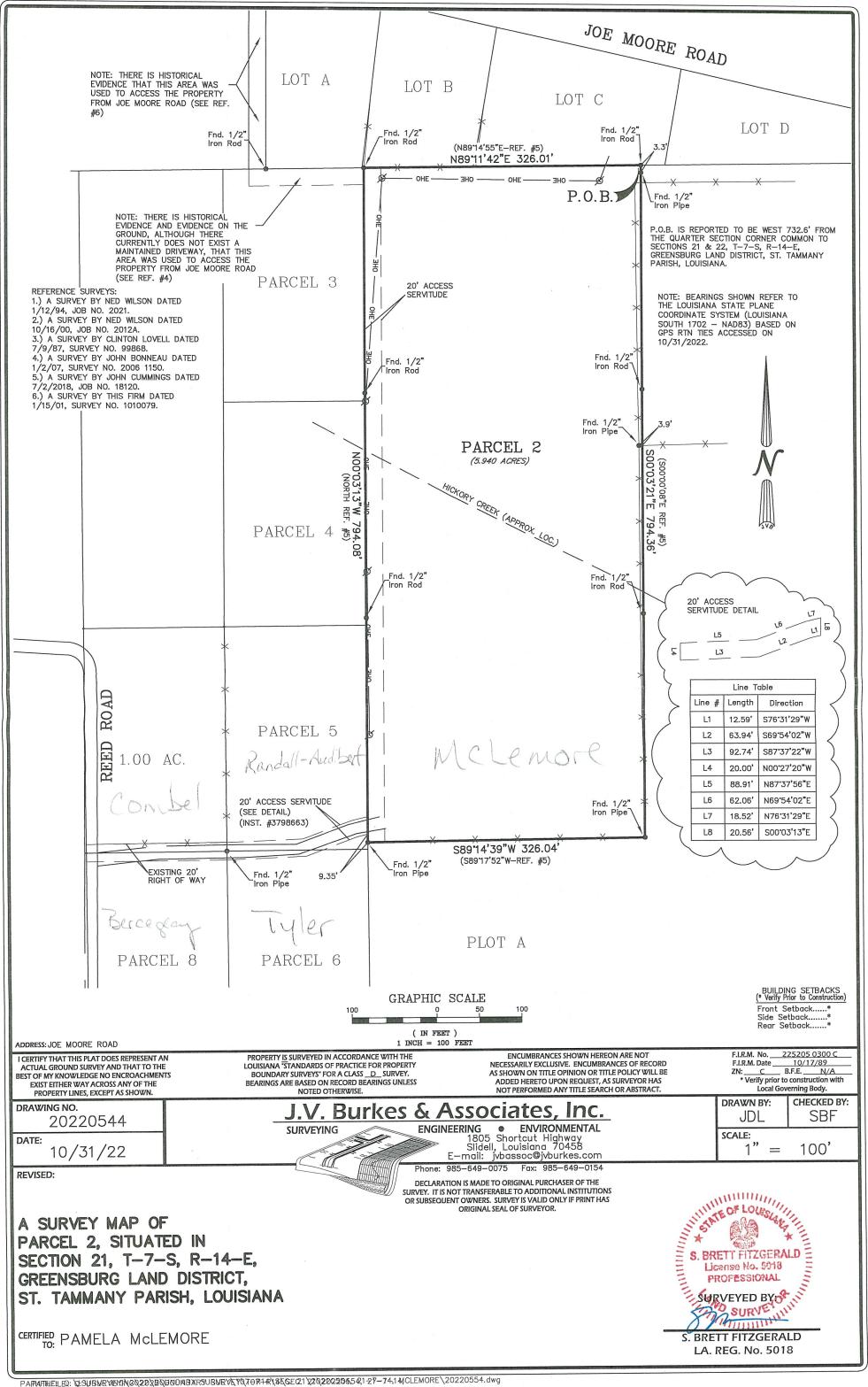
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(1857) (1852)		
I, Whithy Amilert owner, approve of changing the road name. APPROVE **A vote of approval could re	_ (please print name), as a prop	8 2 22 Date
I, owner, do NOT approve of changing the roa	_ (please print name), as a prop d name.	perty
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**A vote of non-approval does not exclude		1
**A vote of non-approval does not exclude Someone from the St Tammany Parish 911 contacting you to verify your decision.	e you from receiving a new address	1



SERVITUDE AGREEMENT

THIS SERVITUDE AGREEMENT (the "Agreement") is made as of the ______ day of ______, 2023 (the "Effective Date"), by and between Owen Andrew Bercegeay and Whitney Chelsey Randall Audibert ("Grantor") whose marital status has changed since the acquisition of this property. Owen Andrew Bercegeay now being married to Ariel Muir Bercegeay and Whitney Chelsey Randall Audibert now being married to Christopher Jason Audibert. Todd Joseph Tyler, Jr. ("Grantor") whose marital status has changed since the acquisition of this property now being married to Amy Michelle Perkins Tyler. Dee Anna Bercegeay ("Grantor"), whose marital status has not changed since the acquisition of this property now being married to Arthur Clay Combel, and Paul D. McLemore and Pamela C. McLemore ("Grantee") whose marital status has not changed since the acquisition of this property.

Grantor(s) and Grantee(s) are each a "Party" and together are the "Parties" to this Agreement.

RECITALS:

WHEREAS, Grantor(s) owns certain properties located in St. Tammany Parish, Louisiana, more fully depicted and described on Exhibit A attached hereto (the "Grantor Property"); and, on Exhibit C attached hereto (the "Survey")

WHEREAS, Grantee owns certain property located in St. Tammany Parish, Louisiana, more fullly depicted and described on Exhibit A attached hereto (the "Grantee Property");

WHEREAS, Grantee intends to construct a home on Grantee's property located in St. Tammany Parish, Louisiana, more fully depicted and described on Exhibit A attached hereto (the "Grantee Property");

WHEREAS, Grantee requires a non-exclusive, permanent servitude of passage upon and across a portion of the Grantor(s) Property more fully described on Exhibit B attached hereto (the "Legal Description of the Servitude Area"), and on Exhibit C attached hereto (the "Survey") in favor of the Grantee Property, and Grantor has agreed to grant such servitude, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the recitals, Grantee undertakings and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor and Grantee agree as follows:

Grant of Easement. Grantor(s), being the sole owners of the Grantor(s) Property, does hereby agree for itself, its heirs, legal representatives, successors and assigns, that the following servitudes, established pursuant to Louisiana Civil Code articles 646 through

St. Tammany Parish 2269 Instrunt #: 2379000 Registry #: 2904737 bys 7/20/2023 1:15:00 PM

UCC

CB X MI

774, shall be binding upon the Grantor(s) Property and all subsequent owners of the Grantor(s) Property. The Grantee(s) Property shall be considered a dominant estate with rights across the Grantor(s) Property, which shall be considered a servient estate burdened by servitudes and restrictions in favor of the Grantee(s) Property as the dominant estate. Grantor(s), for itself and the Grantor(s) Property, does hereby grant, assign, set over and deliver the following servitudes for the benefit of the Grantee(s) Property:

(a) a perpetual, non-exclusive predial servitude for the right of passage ("Right of Passage") on, over and across the Grantor(s) Property more fully depicted and described on Exhibit B attached hereto (the "Proposed 20' Access Servitude.

The servitude is referred to herein as the "Servitude." The Servitude is predial, non-exclusive and shall run with and be appurtenant to the Grantor Property and the Grantee Property, and shall be binding upon each portion of the Grantor Property and the Grantee Property and each owner thereof and all successors in title to same.

- 1.0 Use. Use of the Servitude Area. Grantor shall have the right to use the Servitude Area for any purpose not inconsistent with Grantee's rights.
 - 2.0 Miscellaneous Provisions.
- 2.01. Governing Law, Jurisdiction and Venue. The laws of the State of Louisiana (without giving effect to its conflict of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement, and in the event of a dispute hereunder, the 22nd Judicial District Court in and for St. Tammany Parish, LA shall have the sole and exclusive jurisdiction and venue.

Section Headings. The headings of the sections and subsections of this Agreement are provided for convenience and do not affect the construction or interpretation of this Agreement.

Entire Agreement. This Agreement constitutes the final agreement of the Parties with respect to the subject matter herein. It is the complete and exclusive expression of the Parties' agreement on the matters contained in this Agreement.

Severability. If any provision of this Agreement or the application thereof to any person or circumstance is held to be illegal, invalid or unenforceable, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

<u>Counterparts.</u> The Parties may execute this Agreement in multiple counterparts each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the Parties need not appear on the same counterparts, and delivery of an executed counterpart signature page by facsimile is as effective as executing and delivering this Agreement in the presence of the other Party to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each Party to the other Party.

3.0 Recitals.

3.1 Intervening Statements

Now appearing to this act, as intervener, is Ariel Muir Bercegeay, who hereby acknowledges that the foregoing listed property described in Exhibit A listed as "Grantor Property (Bercegeay/Randall)" was obtained as separate property from the community and remains so.

Now appearing to this act, as intervener, is Christopher Jason Audibert, who hereby acknowledges that the foregoing listed property described in Exhibit A listed as "Grantor Property (Bercegeay/Randall)" was obtained as separate property from the community and remains so.

Now appearing to this act, as intervener, is Amy Michelle Perkins Tyler, who hereby acknowledges that the foregoing listed property described in Exhibit A listed as "Grantor Property (Tyler)" was obtained as separate property from the community and remains so.

Now appearing to this act, as intervener, is Arthur Clay Combel, who hereby acknowledges that the foregoing listed property described in Exhibit A listed as "Grantor Property (Dunne)" was obtained as separate property from the community and remains so.

The Recitals set forth above are true and correct and are incorporated herein by reference and made a part hereof.

4.0 Filing Statement

These documents have been prepared by third parties who also accept the filing of this act releasing and relieving me, Notary, of such responsibility.

IN WITNESS WHEREOF, this Agreement has been executed in Slidell, Louisiana WITNESSES: GRANTOR(S): Owen Andrew Bercegeay WITNESSES: **INTERVENER:** Ariel Muir Bercegeay Juiner Notary Rachael Payne Louisiana Notary Public # 152076 St. Tammany Parish * Statewide Jurisdiction Commissioned for Life

IN WITNESS WHEREOF, this Agreement has been executed in Slidell, Louisiana in the presence of the undersigned witnesses and notary public on the 12 day of 2023 to be effective as of the Effective Date. WITNESSES: **GRANTOR(S):** Whitney Chelsey Randall Audibert WITNESSES: **INTERVENER:** marie Betts Christopher Jason Audibert Cassidy Joiner Votar

Rachael Payne
Louisiana Notary Public # 152076

St. Tammany Parish * Statewide Jurisdiction
Commissioned for Life

IN WITNESS WHEREOF, this Agreement has been executed in Slidell, Louisiana WITNESSES: GRANTOR(S): WITNESSES: INTERVENER: Do. voc Amy Michelle Perkins Tyler ware

Notary

Rachael Payne
Louisiana Notary Public # 152076
St. Tammany Parish * Statewide Jurisdiction

Commissioned for Life

Erie, Pennsylvania

IN WITNESS WHEREOF, this Agreement has been executed in Slidell, Louisiana in the presence of the undersigned witnesses and notary public on the 13th, day of July, 2023 to be effective as of the Effective Date.

WITNESSES:

Special Streenwich

GRANTOR(S):

Dee Anna Bercegeay

Commonwealth of Pennsylvania County of Erie

Sworn to and subscribed to before me this 13th day of July, 2023.

Commonwealth of Pennsylvania - Notary Seal Megan Rog, Notary Public Erie County

My Commission Expires July 07, 2024 Commission Number 1366166

IN WITNESS WHEREOF, this Agreement has been executed in Slidell, Louisiana in the presence of the undersigned witnesses and notary public on the _______, day of _______, 2023 to be effective as of the Effective Date.

WITNESSES:

GRANTOR(S):

Susan G. Dunne Combel

Venne Caubel

WITNESSES:

INTERVENER:

Arthur Clay Combel

Notar

Rachael Payne
Louisiana Notary Public # 152076
St. Tammany Parish * Statewide Jurisdiction
Commissioned for Life

EXHIBIT A

DESCRIPTION OF THE GRANTOR AND GRANTEE PROPERTY

Grantor Property: (Bercegeay/Randall - Parcel 4 & 5 on Attached Survey)

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, lying and being situated in Section 21, Township 7 South, Range 14 East, St. Tammany Parish, Louisiana and more particularly described as follows, to-wit:

Commencing at the quarter section corner common to Sections 21 and 22, Township 7 South, Range 14 East, St. Tammany Parish, Louisiana, run West a distance of 1058.61 feet to a point; thence run South a distance of 275.37 feet to the POINT OF BEGINNING.

From the POINT OF BEGINNING, run South a distance of 527.35 feet to a point; thence run South 89° 46' West, a distance of 165.31 feet to a point; thence run North 00° 02' West, 263.78 feet to a point; thence run North 89° 46' East, a distance of 165.20 feet to the POINT OF BEGINNING.

Said parcel contains 2.0 acres, more or less.

All in accordance with map of minor subdivision by John E. Bonneau & Associates, inc. dated January 2, 2007, Survey no. 2006 1150 B, the original of which was approved by the St. Tammany Parish Planning and Zoning Commission on April 21, 2008 and designated as Map File No. 4658F.

According to said Map of Minor Subdivision the property is accessible by a twenty (20') foot access servitude from Reed Road.

FOR INFORMATIONAL PURPOSES ONLY:

Improvements thereon are designated as 68174 Reed Road, Pearl River, Louisiana. Being the same property acquired by Owen Bercegeay by Act of Donation dated 4/1/08, recorded 4/1/08 under Instrument Number 1675348 of the records of the Clerk of Court for St. Tammany Parish, Louisiana. Acquired by Whitney Chelsey Randall by Act of Donation of even date recorded in the official records of St. Tammany Parish, Louisiana.

Grantor Property: (Tyler - Parcel 6 on Attached Survey)

ALL CERTAIN PIECE OR PORTION OF LAND, BEING PARCEL 6, situated in Section 21, Township 7 South, Range 14 East, St. Tammany Parish, Louisiana and more fully described as follows:

Commencing from the quarter section corner common to Sections 21 and 22, Township 7 South, Range 14 East, St. Tammany Parish, Louisiana, run West a distance of 1058.61 feet to a point; thence run South a distance of 802.72 feet to the Point of Beginning. FROM THE POINT OF BEGINNING run South 00 degrees 11 minutes East a distance of 273.26 feet to a point; thence run South 89 degrees 49 minutes West a distance of 165.18 feet to a point; thence run North 00 degrees 13 minutes West a distance of 264.86

feet to a point thence run North 89 degrees 46 minutes East a distance of 165.31 feet back to the POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 1.0 ACRES, MORE OR LESS.

Being property acquired by Joy Andrea McManus, by act described and recorded in St. Tammany Parish, Louisiana in Instrument #1702526. The above parcel is more fully shown on plat of survey No. 20061150 by John E. Bonneau & Associates, Inc., dated January 2, 2007.

Grantor Property: (Bercegeay) – Parcel 8 on Attached Survey)

ALL THAT CERTAIN PIECE OR PORTION OF GROUND, situated in St. Tammany Parish, Louisiana, described to-wit:

1 AC M/L SEC 21-7-14, designated as, Parcel #8, per survey attached, St. Tammany Parish, Louisiana.

The above parcel is more fully shown on plat of survey No. 20061150 by John E. Bonneau & Associates, Inc. dated January 2, 2007

Grantor Property: (Dunne)

ALL THAT CERTAIN PIECE OR PORTION OF GROUND, situated in St. Tammany Parish, Louisiana, more fully described as follows, to-wit:

A parcel of land located in Section 21, Township 7 South, Range 14 East, St. Tammany Parish, described as follows, to-wit:

Commence at the Southwest corner of the Northeast Quarter of the Southeast Quarter of Section 21, Township 7 South, Range 14 East, St. Tammany Parish, Louisiana, thence North 00 Degrees, 13 Minutes, 12 Seconds East, 528 feet to the POINT OF BEGINNING, thence North 00 Degrees, 13 Minutes, 12 Seconds east, 264.00 feet, thence North 90 Degrees, 00 Minutes, 00 Seconds East 165.00 feet, thence South 00 Degrees, 13 Minutes, 12 Seconds West, 264 feet, thence North 90 Degrees, 00 Minutes, 00 Seconds West, 165.00 feet, back to the POINT OF BEGINNING. Containing 1 acre, more or less. Said property is delineated on Plat of Survey Job No. 2012A by Ned R. Wilson, Professional Land Surveyor, a copy of which is attached to an Act at CIN 1578865, records of St. Tammany Parish, for reference.

Being the same property acquired by Seller by Act dated August 23, 2018 recorded at Instrument No. 2125954, records of St. Tammany Parish.

Grantee Property: (McLemore)

ALL THAT CERTAIN LOT OR PARCEL OF LAND, lying and being located in the E ½ of the SE ¼ of Section 21, Township 7 South, Range 14 East, St. Tammany Parish, Louisiana and more particularly described as follows to wit:

From the quarter section corner between sections 21 and 22, go 732.6 feet to a POINT OF BEGINNING.

From said POINT OF BEGINNING go South 794.49 feet to a point, thence go West 326.10 feet to a point and the POINT OF BEGINNING thence go North 794.44 feet to a point, thence go East 326.01 feet to a point and the POINT OF BEGINNING. All as more fully shown by a copy of a survey by Eugene I Estopinal & Associates, attached to a Judgment of Possession dated August 9, 2006 and recorded in the official records of St. Tammany parish Louisiana as Instrument No. 1569557.

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EXHIBIT B

LEGAL DESCRIPTION OF THE SERVITUDE AREA

A certain parcel of land, lying and situated in Section 21, Township 7 South, Range 14 East, Greensburg Land District, Saint Tammany Parish, Louisiana and being more fully described as follows:

From the Quarter Section corner common to Sections 21 & 22, Township 7 South, Range 14 East, Greensburg Land District, Saint Tammany Parish, Louisiana run West a distance of 732.6 feet to a ½" iron pipe found; Thence run South 00 Degrees 03 minutes 21 Seconds East a distance of 794.36 feet to a ½" iron pipe found; Thence run South 89 Degrees 14 Minutes 39 Seconds east a distance of 326.04 feet to a ½" iron pipe found; Thence run North 00 Degrees 03 Minutes 13 Seconds West a distance of 9.35 feet to a point and the POINT OF BEGINNING.

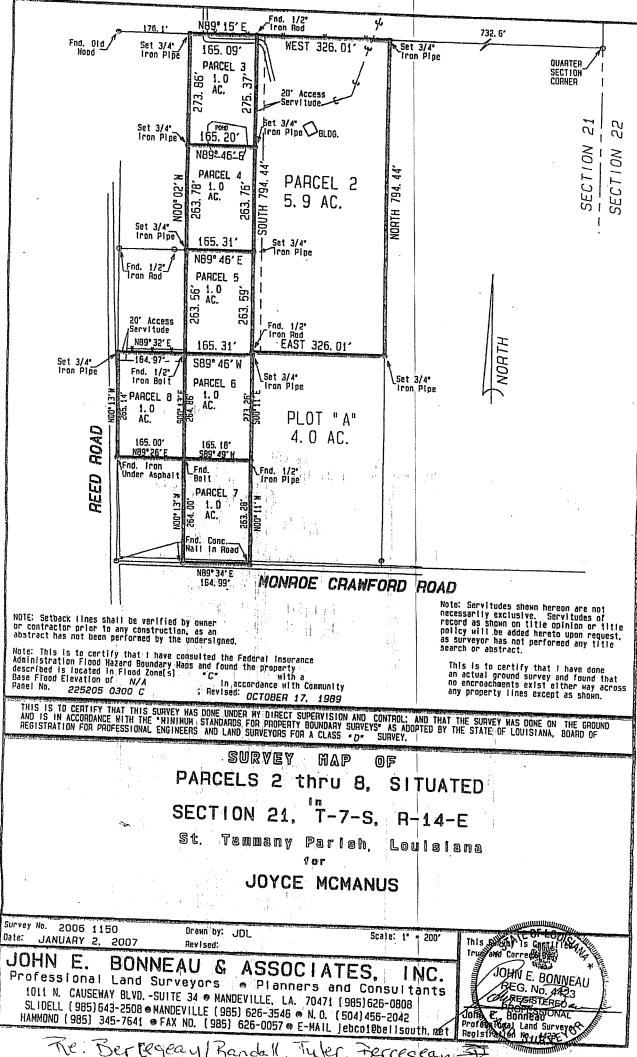
From the POINT OF BEGINNING run South 76 Degrees 31 Minutes 29 Seconds West a distance of 12.59 feet to a point; Thence run South 69 Degrees 54 Minutes 02 Seconds West a distance of 63.94 feet to a point; Thence run South 87 Degrees 37 Minutes 22 Seconds West a distance of 92.74 feet to a point; Thence run North 00 Degrees 27 minutes 20 Seconds West a distance of 20 feet to a point; Thence run North 87 Degrees 37 Minutes 56 Seconds East a distance of 88.91 feet to a point; Thence run North 69 Degrees 54 Minutes 02 Seconds East a distance of 62.06 feet to a point; Thence run North 76 Degrees 31 Minutes 29 Seconds East a distance of 18.52 feet to a point; Thence run South 00 Degrees 03 Minutes 13 Seconds East a distance of 20.56 feet and back to the POINT OF BEGINNING.

Said proposed 20' Access Servitude contains 0.078 acres of land more or less, lying and situated in Section 21, Township 7 South, Range 14 East, Greensburg Land District, Saint Tammany Parish, Louisiana.

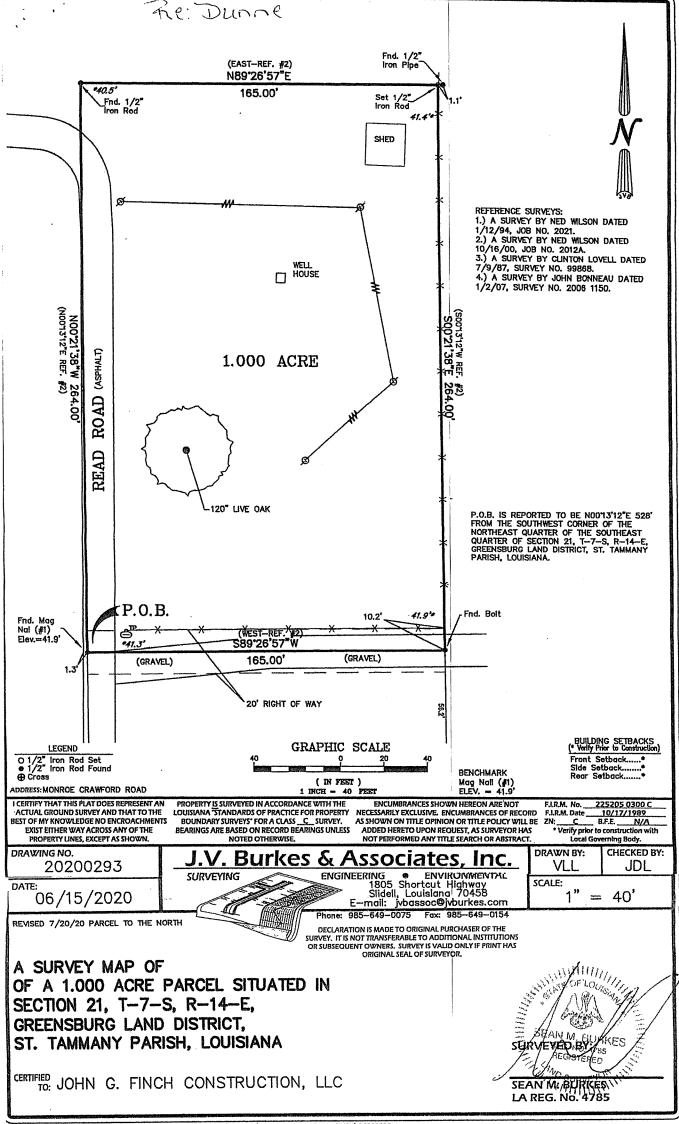
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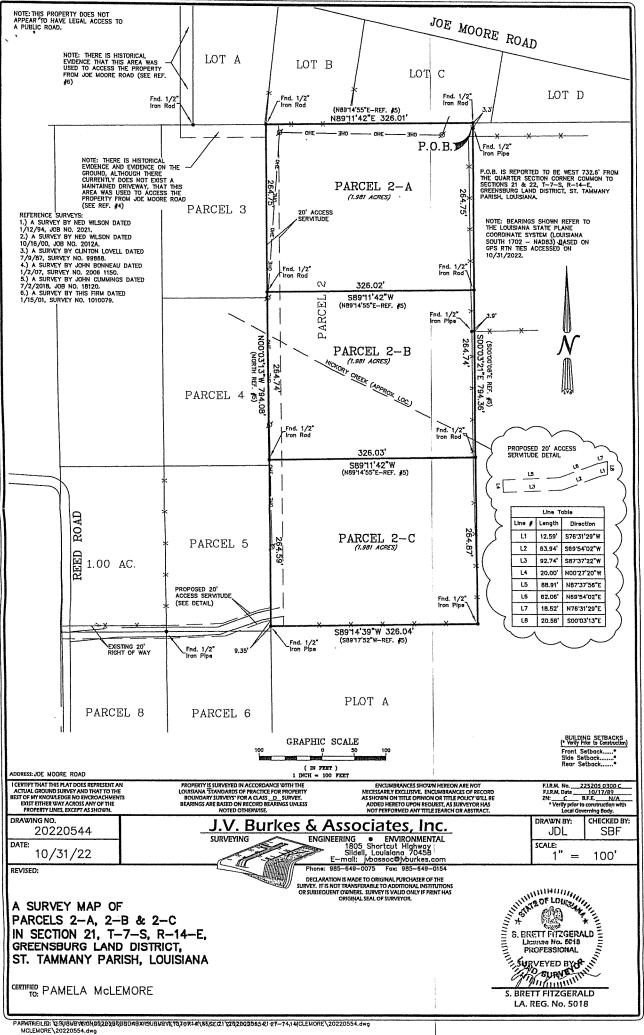
EXHIBIT C

SURVEY(S) (Attached)



Re. Berlegeay/Randall,





Re: Servitude & McLemore property