

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

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roposed Road Name	SUTER LN	dari bermilalah di Brass-vari samujuh-dakkar sepalandah pagkabahkan permenuntuk seris, sebilan melandak sebaga
ubmitted by:		
ame: CHARLIE BARNETT		
none: 985-893-2681	anderson and production of a finish physical production of the contract of the	
mail: CBARNETT@THEBARNETTGROUP.COM		
Separation of the Control of the Con	ARLIE BARNETT, FOR TCHEFUNCTA CLUB ESTATES PH 3	
STP Planning and Develo	pment Department	
STP Department of Public	c Works	
Developer (for subdivisio	ons which have not received Final Plat Approval)	
STP Communications Dist		
claimer: This approval ors, could not potentia	lly cause a delay in 911 call-taking, and meets the	criteria for an appropriate Road
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October 1841 and the other on the 21st March 1846; with the clauses and conditions of which acts, she does furthermore bind and obligate herself to comply in every respect.

And in order to secure the full and punctual payment of the notes above described and of the interest above stipulated, the said purchaser does hereby mortgage and hypothecate specially and by privilege in favor of the Citizens Bank of Jouisians, on any holder of said notes, the plantation and slaves above described, which she promises and binds herself neither to alienate nor to encumber to the prejudice of the mortgage herein granted, consenting moreover that the present act with said note be tantamount to a confession of judgment and that all holder of said note be entitled to executory process.

To have and to hold said plantation, slaves and stock, unto the said purchaser, to her heirs and assigns to their proper use and behoof forever, the said vendor hereby subrogating the said purchaser to all the rights and actions of property and warranty which he has or may have in and to the said plantation, slaves and stock, whereof the possession is hereby soknowledged by the said purchaser.

Thus done and passed at New Orleans in my office on the day, month and year first above written, in presence of Adolphe Boudousque and Gustaye Blacke, competent witnesses who have hereunto subscribed the infismes with the said parties and me Notary after due reading thereof # horses, mules, cattle app/ SOPHRONIE MARIONY, J. HAMPDEN LEWIS, M. MARIONY, G. BLACKE, AD. BOUDOUSQUIE, CHAS. BOUDOUSQUIE, N. P. Filed for record November 3rd, 1956. Truly recorded November 23rd, 1956.

Dy Clork & Ex-Officio Books or .

133866 SUCC. OF ALFRED SUTER, ET ALS TO TCHEFUNCTA CLUB ESTATES, INC.

United States of America, State of Louisians, Parish of Orleans, City of New Orleans, Be it known, that on this Twenty second day of October, 1956 before me, EDWARD HAROLD SEAR, JR., a Notary Public duly commissioned and qualified in and for the Parish of Orleans,

State of Louisiana, therein residing, and in the presence of the undersigned witnesses, personally came and appeared: ANDREW J. JONES, testamentary Executor of the Succession of Alfred Suter duly authorized by Order of the 22nd Judicial District Court in and for the Parish of Washington, State of Louisians, a certified copy of which Order is attached hereto, and Mrs. Emma Wenk Suter, Max Suter and Kurt Suter surviving spouse and sole and only heirs of Alfred Suter, hereinafter jointly referred to as "Vendor", who declared that he does 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 rights and actions of warranty which he has or may have against all preceding owners and vendors, unto TCHEPUNCTA CLUB ESTATES, INC., a Louisians Corporation represented herein by C. G. Cary, its. President, duly authorized by Resolution of its Board of Directors, a certified copy of which is attached hereto, hereinafter referred to as "Purchaser", here present accepting and purchasing for himself, his heirs and assigns, and acknowledging due delivery and possession thereof, all and singular the following described property, to-wit:

Township 7 South, Range 11 East, St. Helena Meridian, Louisiana.
First: All of Section Ninoteen (19)

Second: All of Headright Pifty (50) less and except 66.72 scres in the North-

east part of said Headright which 66.72 more tract is more particularly described as follows:

"Commencing at the Northesst Corner of Headright 50, Township 7 South, Bange ...
Il East, thence Westwardly slong Headright line a distance of 49.60 chains; thence South
12.64 chains; thence East 56.59 chains to Tohefuncta River; thence up the meander of Tohefunct
River to the point of beginning."

Third: All of Headright Fifty one (51) less and except 63.50 acres which is more particularly described as follows:

Starting at the upper front corner of Fractional Section 19, Township 7 South, Bange 11 East, or the Southeast corner of Fractional Section 19, also being common to the lower front corner of Headright 51, and also being on the right descending bank of Tohefuncta River; thence follow old Government traverse up the right descending bank of Tohefuncta River, North 43 deg. East 4.30 chains; thence North 50 deg. East 6.60 chains; thence North 65 1/2 deg. East 6.00 chains; thence South 64 3/4 deg. East 8.00 chains; thence leave River traverse South 15 deg. 15 min. East 2.81 chains to an 20° Cypress, the point of beginning: thence North 68 deg. 30 min. East 23.27 chains; thence South 32 deg. East 18.69 chains to the River traverse; thence down right descending bank of Tohefuncts River North 73 1/2 deg. West 1.57 chains; thence North 87 1/2 degs. West 4.90 chains thence South 67 1/4 deg. West 12.00 chains; thence South 4 deg. East 8.30 chains; thence South 24 3/4 deg. West 11.00 chains; thence South 69 1/2 deg. West 3.40 chains; thence North 65 3/4 deg. West 3.50 chains; thence North 12 deg. West 11.20 chains; thence North 11 deg. West 6.00 chains; thence North 11 1/4 deg. East 5.50 chains; thence North 11.00 chains; thence South 15 deg. 15 min. East 2.81 chains to the point of beginning.

Fourth: 88.35 sores more or less in the East part of Headright Fifty two (52) more particularly described as follows:

"Commencing at the Northeast corner of said Headright 52; thence West along.
Headright line 15.15 chains; thence South 61.00 chains to a point on the bank of Tohefuncts.

Elver; thence meander up the Tohefuncta River to the Southwest corner of Headright 50; thence
North 44.50 chains; thence North 20 min. West 12.30 chains to the point of beginning".

All located in Township 7 South, Hange 11 East, St. Helens Meridian, St. Temmony Ferish, Louisians and containing 912.71 scres more or less as more fully shown on plat of survey of Clifford Webb, Civil Engineer, dated October 18, 1956, and attached hereto.

Being the same property acquired by Alfred Suter under deed from Great Southern umber Company, Inc., in liquidation, dated July 22, 1940, filed August 12, 1940, and recorded in Book 148, page 277, records of St. Tammany Parish, Louisiana; and from W. A. Chandler, ated June 21, 1951, filed July 11, 1951, and recorded in COB Book 201, page 161, records of t. Tammany Parish, Louisiana.

Less and Except that portion thereof which was sold to Alfred Suter to W. E. onick by act before Columbus H. Allen, Notary Public in and for Washington Parish, Louisians, sted October 26, 1940, and recorded in COB 149, at folio 88 of the records of St. Tammeny wrish, Louisians.

There is excepted from this sale and reserved by vendor herein a certain tract parcel of land containing 20 acres more or less and being a portion of the above described ands, which tract is delineated on the plat of survey of Clifford Webb by the letters A. B. D. E. F. & K and is more fully hereinsfter described.

There is conveyed with the above described lands, all buildings and improvements pated thereon and all rights, ways, privileges and servitudes and appurtenances thereunto longing or in anywise appertaining.

To have end to hold the above described property unto the said purchaser, his

heirs and assigns, forever.

This sale is made and accepted for and in consideration of the price and sum of THREE HUNDRED AND EIGHTY THOUSAND DOLLARS (\$380,000.00) cash, which the said purchaser has well and truly paid, in ready and current money, to the said vendor who hereby scknowledges the receipt thereof and grants full acquittance and discharge therefor.

The 20 acre tract of land herein reserved by Vendor is described as follows: Commencing at the Northeast corner of Headright 50, Township 7 South, Hange 11 East, thence Westwerdly slong said Headright line a distance of 49.60 chains, thence South a distance of 12.64 chains, thence South 40 degs. 02 East a distance of 3761.06 feet more or less to the Northwest corner of the fence presently surrounding the homesite which point is designated by the letter. "A" on the revised plat of survey by Clifford G. Webb, Civil Engineer, dated October 18, 1956, which is the Point of Beginning, thence North 12 deg. East a distance of 609.66 feet, thence North 82 degs. 15 East's distance of 484.37 feet, thence South 10 degs. 23. East a distance of 665 feet more or less to a point on Horseshoe Lake, thence Southerly along the present shoreline of Horseshoe Lake a distance of 630', thence South 81 degs. 15. West a distance of 316.5 feet more or less to the Southeast corner of the present fence around the homesite, thence slong said fence line South 82 deg. 15' West's distance of 470 feet, thence North 12 degs. 24 "East slong the West fence line of said homesite a distance of 728.3 feet more or less to the Point of Beginning, all as more fully delineated on said plat of survey of Clifford O. Webb, attached hereto, by the letters "A", "B", "C", "D", "HE" and "K",

With respect to the aforesaid 20 sore tract of land which vendor specifically excepted and reserved from this Sale, Vendor covenants and agreed with Purchaser as follows:

- 1. Vendor shall not subdivide said tract without the written consent of Tchefuncts Club Estates, Inc., its successors and assigns and, in the event Tchefuncts Club Estates, Inc. agrees to a subdivision and sale of a portion of said tract, vendor further agrees to incorporate this restriction and covenant into any such sale and to require the Furchaser of any portion of said tract to likewise agree to such a covenant.
- 2. Vendor takes cognizance of the fact that Purchaser intends to subdivide the purchased property into lots of approximately 3/4 of an acre, or larger in size, for resale to shareholders of Tchefuncta Club Estates, Inc. The sale of these lots will be subject to certain restrictions relating to the location and construction of residences—thereon and particularly to a restriction that only single family residences of approved design may be constructed, and that no commercial development or use of the property will be permitted. Vendor covenants and agrees that all of the restrictions imposed by Purchaser in its sale of the lots will also apply to the 20 acre tract herein reserved by Vendor, and Vendor for themselves, their heirs and assigns do hereby impose on the aforesaid 20 acre tract the same restrictions which will be imposed by Tchefuncts Club Estates, Inc. on the lots which result from the subdivision of the property described herein in the same manner as though such restrictions were attached to the Act of Sale. Vendor further agrees that in the event of any sale of all or a portion of such property, these restrictions will likewise be imposed on the Purchaser thereof.
- J. Vendor further covenants and agrees that if Vendor receives an offer to purchase all of said 20 acre tract, or any portion thereof, the subdivision of which has been approved by Tchefuncts Club Estates, Inc. as provided in Section 1, hereof, and they desire to accept said offer, vendor will give purchaser written notice by registered mail of said offer, enclosing a copy thereof and said notice shall thereby constitute an irrevocable offer, for a period of ten (10) days, to sell to Purchaser, its successors and assigns, the property

described in seid offer on the same terms and conditions set forth therein.

If purchaser fails to exercise its preferential right of purchase or does not reply to said notice within said ten (10) days, then vendor may accept said offer and sell in the property referred to therein to the Offeror named therein, and on the same terms and conditions therein contained, provided, however, that vendor binds and obligates themselves to incorporate in said sale the same preferential right of purchase in favor of Purchaser and to impose on such purchaser the same obligation with respect to any subsequent sale; and provided further that said sale is completed in one hundred twenty (120) days.

4. Purchaser, its successors and assigns shall have the right to use the roads presently traversing the 20 acre tract and vendor does hereby grant to purchaser, its successor and assigns a servitude and right of way of passage over the roads which presently traverse the said 20 acre reserved tract.

The cash sum herein paid to vendor is consideration for the purchase of the above described property as well as consideration for the covenants and agreements undertaken by vendor with respect to the 20 sore reserved tract, and said covenants and agreements shall constitute real rights running with the land.

By reference to the official certificates annexed hereto, as required by law, it appears that:

- 1. All taxes due and payable on the premises, up to end including the State taxes for the year 1955 have been paid; and contemporaneously with the passage hereof, taxes for the current year have been prorated between the parties, and the purchaser hereby assumes all taxes not above stated to have been paid.
- 2. Said premises are free from all liens and encumbrances in the name of the . vendor.

United States of America Internal Revenue Documentary Stamps in the amount of \$418.00 have been affixed hereto and duly cancelled as of the date of passage hereof.

The parties hereto take cognizance of the fact that the Certificates hereto annexed are undated and unsigned as of the time of passage hereof and agree to relieve and a release me, Notary from all liabilities in the premises.

Wherever used in this act, the masculine gender shall be construed to include the feminine and neuter and the singular number shall be construed to include the plural.

The phrase "purchaser, his heirs and assigns", shall be construed as if written "purchaser, in its successors and assigns," when used with reference to a corporation.

Thus done and passed in my office at New Orleans, Louisians, 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. SUCCESSION OF ALFRED SUTER, BY: ANDREW J. JONES, Andrew J. Jones, Testementary. Executor, MES. EMMA WENK SUTER, Emma Wenk Suter, KURT SUTER, Kurt Suter, MAX SUTER, Max Suter, TCHEFUNCTA CLUB ESTATES, INC., BY: C. G. CARY, C. G. Cary, President, WITNESSES: BASCOM TALLEY, Bascom Talley, W. M. BABINGTON, W. M. Babington, EDWARD HAROLD SEAR, JR., Edward Harold Sear, Jr., NOTARY PUBLIC. Filed for record November 3rd, 1956. Truly recorded November 23rd, 1956.

Dy. Clerk & Ex-Orricio Becorder.

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Grant Control

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