

# State of Louisiana

## Parish of Grant In the Name and By the Authority of The Police Jury of Grant Parish

Motion by Mr. Brandon Dubois, seconded by Mr. Winston Roberts and carried to adopt the following:

### EXHIBIT I: Sale of Adjudicated Property

ORDINANCE 01-2019

#### AUTHORIZING THE GRANT PARISH POLICE JURY TO SELL

A certain piece, parcel or tract of land, together with all buildings and improvements thereon, and all rights, ways and privileges thereto appertaining, being, lying and situated in the Parish of Grant, State of Louisiana, and being more particularly described as follows to-wit::

Beginning at the Northwest corner of property now owned by Mrs. Lillian Lecaze and run west along Red River Drive a distance of 64 feet, thence South a distance of 135 feet, thence East a distance of 61 feet to property line of Mrs. Lillian Lecaze, thence North 135 feet to point of beginning on Red River Drive, all in the Town of Montgomery, Grant Parish, Louisiana as described in COB 105, Page 343;

Further described on the Grant Parish tax roll as Lot 10 of E.W. Rodgers Est. of Blk 20 of Old Montgomery, Sec. 20-8-5 West.

Municipal Address: Tbd Old Jefferson Hwy., Montgomery, LA 71454

**TO: RICHARD & BRENDA PAYNE**

**FOR THE  
CONSIDERATION OF \$889.97 CASH**

**WHEREAS**, the Parish of Grant owns property described as

A certain piece, parcel or tract of land, together with all buildings and improvements thereon, and all rights, ways and privileges thereto appertaining, being, lying and situated in the Parish of Grant, State of Louisiana, and being more particularly described as follows to-wit::

Beginning at the Northwest corner of property now owned by Mrs. Lillian Lecaze and run west along Red River Drive a distance of 64 feet, thence South a distance of 135 feet, thence East a distance of 61 feet to property line of Mrs. Lillian Lecaze, thence North 135 feet to point of beginning on Red River Drive, all in the Town of Montgomery, Grant Parish, Louisiana as described in COB 105, Page 343;

Further described on the Grant Parish tax roll as Lot 10 of E.W. Rodgers Est. of Blk 20 of Old Montgomery, Sec. 20-8-5 West.

Municipal Address: Tbd Old Jefferson Hwy., Montgomery, LA 71454 said property having been adjudicated to either the aforementioned City and/or the Parish for unpaid property taxes; and

**WHEREAS**, a request has been received from RICHARD & BRENDA PAYNE, to purchase said property for the consideration of \$889.97 cash, at the time of sale, said consideration representing the total of the statutory impositions, governmental liens, and costs of sale or two-thirds (2/3) of the appraised value of the property; and,

**WHEREAS**, this Jury is of the opinion that it would be in the public interest to convey the above-mentioned property to RICHARD & BRENDA PAYNE, for the offered consideration.

**NOW, THEREFORE, BE IT ORDAINED** by the Grant Parish Police Jury that:

Section 1. A certain piece, parcel or tract of land, together with all buildings and improvements thereon, and all rights, ways and privileges thereto appertaining, being, lying and situated in the Parish of Grant, State of Louisiana, and being more particularly described as follows to-wit:

Beginning at the Northwest corner of property now owned by Mrs. Lillian Lecaze and run west along Red River Drive a distance of 64 feet, thence South a distance of 135 feet, thence East a distance of 61 feet to property line of Mrs. Lillian Lecaze, thence North 135 feet to point of beginning on Red River Drive, all in the Town of Montgomery, Grant Parish, Louisiana as described in COB 105, Page 343;

Further described on the Grant Parish tax roll as Lot 10 of E.W. Rodgers Est. of Blk 20 of Old Montgomery, Sec. 20-8-5 West.

Municipal Address: Tbd Old Jefferson Hwy., Montgomery, LA 71454

Grant Parish, Louisiana, should be re-entered into the stream of commerce thereby serving the public interest.

Section 2. The acquiring person shall certify, in writing, to the Purchasing Department that he/she or his/her agent has searched for all names and last known addresses of all owners, mortgages, and any other person(s) who may have a vested or contingent interest in the property, or who have filed a request for notice as indicated in those records and has so examined:

- the mortgage and conveyance records of Grant Parish,
- the current telephone book,
- any other examination resources, including Internet search engines, if any, the records of the Louisiana Secretary of State and the Secretary of States set forth by the names of identified entities

Section 3. The acquiring person shall submit the required notifications (R.S. 47:2206 A and B) to the Civil Sheriff for his/her signature, and then notify those persons identified via regular mail, certified mail\*, publication and/or service of process. \*Copies of the "green and white receipts" should be maintained by the purchaser as indicia of compliance with the notice requirements;

Section 4. The acquiring person shall send a written notice notifying any tax sale party whose interest the successful bidder or donee intends to be terminated that the party has until the later of the following to redeem the property or otherwise challenge in a court of competent jurisdiction the potential sale or donation:

(a) Sixty days from the date of the notice provided in this Subsection, if five years have elapsed from the filing of the tax sale certificate (formerly "proces verbal"), or six months after the date of the notice provided for in this Subsection, if five years have not elapsed since the filing of the tax sale certificate (formerly "proces verbal");

(b) The filing of the sale or donation transferring the property.

(c) The written notice required by this Section shall be that which is included in R.S. 47: 2206 A. (2).

Section 5. The acquiring person shall cause to be published in the official journal of this parish (currently the Colfax Chronicle) a notice that any tax sale party whose interest the successful bidder or donee intends to be terminated has, to redeem the property, until the later of:

(a) Sixty days, for property on which a tax sale certificate (formerly "proces verbal") was filed over five years previous of the first publication, or six month if the tax sale certificate (formerly "proces verbal") was filed less than five years before the first publication of the notice provided for in this Subsection.

(b) The filing of the sale or donation transferring the property.

(c) The publication required by this Section shall be that which is included in R.S. 47:2206 B. (2).

Section 6. The acquiring person may file with the recorder of mortgages a copy of one of the notices that was sent to the tax debtor or the current owner. A transfer, mortgage, lien, privilege, or other encumbrance filed after the filing of the notice shall not affect the property. The recorder of mortgages or recorder of conveyances shall cancel, erase, terminate, or release the acts upon the request of the acquiring person.]

Section 7. At any time after the expiration of the sixty-day or six-month periods, as applicable, set forth in R.S. 47:2206 (A) and (B), the acquiring person, or his/her successors and assigns, may send to this body a written notice requesting that the sale/donation to him/her be authenticated. The President of the Jury shall authenticate the sale or donation within ten days from the date of the request or as soon thereafter as practical. However, the President shall not execute the act of cash sale or act of donation until the District Attorney's office has certified in writing to the President, that purchaser or donee has complied with the mandates of this Ordinance. The sale price shall be paid by cashier's check or money order at the time of the sale.

**NOTE:** The initial application fee of \$75.00 and any other costs incurred by the purchaser shall not be applied to the purchase price and shall not be refundable if the purchaser elects not to complete the process.

**NOTE:** The City of Montgomery and/or the Parish of Grant shall reserve all oil, gas and other mineral rights in and to the property to be conveyed, but shall convey the surface rights of the said property.

Section 8. The acquiring person shall be responsible for filing the sale or donation and payment of all filing fees.

Section 9. The only warranty owed by the political subdivision or the municipalities shall be a warranty against eviction resulting from a prior alienation by the political subdivision or the municipality.

(a) All sales and donations shall be without warranty, either expressed or implied, even as to return or reduction of the purchase price, including without limitation the warranty against redhibitory defects or vices and the warranty that the thing sole is reasonable fit for its ordinary purpose or the acquiring person's intended or particular purpose.

(b) These waivers or exclusions of warranties shall be self-operative regardless of whether the waivers or exclusions are contained in the act of sale or donation, and regardless of whether they are clear and unambiguous, and regardless of whether they are brought to the attention of the acquiring person. This provision supersedes the requirements of any other law.

(c) The writing constituting the sale shall be in the form as provided in R.S. 47: 2207 B. and the writing constituting the donation shall be that which is included in R.S. 47: 2207 C.

Section 10. The provisions of R.S. 41:1338 shall not apply to the property being sold or donated in accordance with this Ordinance.

Section 11. A certified copy of the sale or donation shall be prima facie evidence of the regularity of all matters dealing with the sale or donation and the validity of the sale or donation.

Section 12. Contemporaneously with or subsequent to the filing of the sale or donation of adjudicated property, the acquiring person, his/her successors, or assigns, may file with the recorder of mortgages an affidavit indicating how the tax sale parties whose interest the acquiring person, his/her successors, or assigns, intends to be terminated were identified, how the address of each tax sale party was obtained, how the written notice was sent, the results of sending the written notice, and the dates of publication.

(a) The affidavit may also contain a statement of the interest to which the purchaser or donee takes subject. The recorder of mortgages shall index the affidavit only under the names of the owner filing the affidavit and the tax debtor, as mortgagors.

(b) The affidavit described herein shall be sufficient if it follows the form articulated in R.S. 47: 2208.

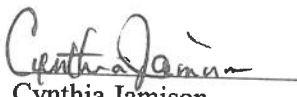
(c) With respect to a sale, the filing of the affidavit provided herein shall operate as a cancellation, termination, release, or erasure of record of all statutory impositions of all political subdivisions then due and owing, of all governmental liens, and of all interests, liens, mortgages, privileges, and other encumbrances recorded against the property sold and listed in the affidavit.


(d) With respect to a donation, the filing of the affidavit provided herein shall operate as a cancellation, termination, release, or erasure of record of all statutory impositions of all political subdivisions then due and owing, of all governmental liens, and of all interests, liens, mortgages, privileges, and other encumbrances recorded against the property sold and listed in the affidavit.

(e) Upon filing of the affidavit, the recorder of mortgages or the recorder of conveyances shall treat as canceled, terminated, released, or erased, all those liens, privileges, mortgages or other encumbrances canceled, terminated, released or erased under subsections (c) or (d) of this Section, only insofar as they affect the property.

(f) The owner filing the affidavit shall be liable to and indemnify the recorder of mortgages, the recorder of conveyances, and any other person relying on the cancellation, termination, release, or erasure by affidavit for any damages that they may suffer as a consequence of such reliance if the recorded affidavit contains materially false or incorrect statements that cause the recorder to incorrectly cancel, terminate, release, or erase any interest listed in the affidavit. The recorder of mortgages and the recorder of conveyances shall not be liable for any damages resulting to any person or entity as a consequence of the cancellation, termination, release or erasure of any interest in compliance with this Section.

THUS PASSED, APPROVED AND ADOPTED on this 9<sup>th</sup> day of May, 2019.

  
Cynthia Jamison  
Secretary  
Grant Parish Police Jury

  
David Merrell  
Vice President  
Grant Parish Police Jury