

INTRODUCED BY: V. J. ST. PIERRE
PARISH PRESIDENT

ORDINANCE NO. _____

An Ordinance to amend the Zoning Ordinance of 1981, to the change of zoning classification from R-1A to R-1AM at 95 & 96, Square C, St. Charles Terrace Subdivision (St Charles St. approximately 250-feet from the CN Railroad), New Sarpy, La as requested by Yolanda A. Darensbourg.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. An Ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, adopted October 19, 1981, to approve the change of zoning classification from from R-1A to R-1AM at 95 & 96, Square C, St. Charles Terrace Subdivision (St Charles St. approximately 250-feet from the CN Railroad), New Sarpy, La as requested by Yolanda A. Darensbourg.

SECTION II. To authorize the Department of Planning & Zoning to amend the official St. Charles Parish Zoning Maps to reflect this reclassification from from R-1A to R-1AM at 95 & 96, Square C, St. Charles Terrace Subdivision (St Charles St. approximately 250-feet from the CN Railroad), New Sarpy, La as requested by Yolanda A. Darensbourg.

The foregoing Ordinance having been submitted to a vote, the vote thereon was as follows:

And the Ordinance was declared adopted this _____ day of _____, 2009 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

RECOMMENDATIONS AT A GLANCE

PZR-2009-05 requested by Yolanda A. Darensbourg for a change in zoning classification from R-1A to R-1AM at 95 & 96, Square C, St. Charles Terrace Subdivision (St Charles St. approximately 250-feet from the CN Railroad), New Sarpy, La. Council District 6.

Planning Department Recommendation:

Denial

Planning Commission Recommendation:

Approval

St. Charles Parish Department of Planning & Zoning

LAND USE REPORT CASE NUMBER: PZR-2009-05

GENERAL APPLICATION INFORMATION

- ◆ **Name/Address of Applicant:**
Yolanda A. Darensburg
P.O. Box 178
New Sarpy, LA 70078
985.307.0443
- ◆ **Application Date:** 3/20/09
- ◆ **Location of Site:**
Lots 95 & 96, Square C, St. Charles Terrace (St. Charles Street betw Short Street and the CN RR),
New Sarpy.
- ◆ **Requested Action:**
Rezoning from R-1A to R-1AM.

SITE-SPECIFIC INFORMATION

- ◆ **Size of Parcel:**
Subject site is 2 lots of 25 x 100 feet dimension.
- ◆ **Existing Zoning and Land Use:**
R-1A, vacant.
- ◆ **Surrounding Land Uses and Zoning:**
Site entirely surrounded by R-1A zoning, but a mixture of either single-family residential or vacant land uses.
- ◆ **Comprehensive Plan Specifications:**
(New Sarpy) "Maintain and encourage the residential character and encourage controlled commercial and industrial growth."
- ◆ **Utilities:**
Standard utilities serve the site.
- ◆ **Traffic Access:**
St. Charles Street.

APPLICABLE REGULATIONS

Appendix A., Zoning Ordinance, Section IV.9:

Rezoning Guidelines and Criteria: Before the Planning & Zoning Commission recommends or the Parish Council rezones property, there should be reasonable factual proof by the proponent of a change that one or more of the following criteria are met:

1. Land-use pattern or character has changed to the extent that the existing zoning no longer allows reasonable use of the proponent's property and adjacent property. Reasonableness is defined as:
 - a. Land use the same as, or similar to that existing on properties next to, or across the street from the site under consideration.
 - b. Consideration of unique or unusual physical or environmental limitations due to size, shape, topography or related hazards or deficiencies.
 - c. Consideration of changes in land value, physical environment or economic aspects, which tend to limit the usefulness of vacant land or buildings.
2. The proposed zoning change, and the potential of a resulting land use change, will comply with the general public interest and welfare and will not create:

- a. Undue congestion of streets and traffic access.
 - b. Overcrowding of land or overburden on public facilities such as transportation, sewerage, drainage, schools, parks and other public facilities.
 - c. Land or building usage which, is, or may become incompatible with existing character or usage of the neighborhood.
 - d. An oversupply of types of land use or zoning in proportion to population, land use and public facilities in the neighborhood.
3. The proposed zoning change is in keeping with zoning law and precedent, in that:
- a. It is not capricious or arbitrary in nature or intent.
 - b. It does not create a monopoly, or limit the value or usefulness of neighboring properties.
 - c. It does not adversely affect the reliance that neighboring property owners or occupants have placed upon existing zoning patterns.
 - d. It does not create a spot zone, that is, an incompatible or unrelated classification which would prevent the normal maintenance and enjoyment of adjacent properties.

AND:

Appendix A, Zoning

[II.] R-1A(M). Single Family Residential Detached Conventional Homes, Manufactured Homes, and Mobile Homes--Medium density.

Policy statement: This district is composed of areas containing one-family dwellings constructed on a permanent foundation, connected to public utilities, and which meet the architectural and aesthetic standards of a permanent residence. Additionally, mobile homes which meet the special provisions below are allowed.

1. Use Regulations:

a. A building or land shall be used only for the following purposes:

(1) Site-built, single-family detached dwellings.

(2) Manufactured homes.

(3) Mobile homes.

(4) Accessory uses.

(5) Private recreational uses.

(6) Farming on lots of three (3) acres or more and at least one hundred fifty (150) feet frontage.

b. Special exception uses and structures include the following:

(1) Additional residences for family and relatives on unsubdivided property on a non-rental basis, and which meet the criteria outlined in Special Provisions [subsection 3].

(2) Parks, public libraries, fire stations, police or sheriff's stations or substations, and sewer pumping stations.

(3) Showing and operation of historic buildings and/or sites and their related activities, provided a certificate from the United States Department of Interior is furnished by the owner verifying that the building and/or site is on the National Register of Historic Places.

(Ord. No. 06-12-6, § II, 12-4-06)

c. Special permit uses and structures include the following:

(1) Child care centers.

(2) Public and private schools (except trade, business and industrial).

(3) Golf courses (but not miniature courses or driving ranges) and country clubs with a site of at least five (5) acres and with all parking at least fifty (50) feet from rear and side property lines.

(4) Educational, religious and philanthropic institutions. These buildings must be set back from all property lines a distance of at least one (1) foot for each foot of building height.

(5) Private commercial access roads, upon review by the Planning Commission and supporting resolution of the Council. (Ord. No. 92-10-9, § II, 10-5-92)

2. Spatial Requirements.

a. Minimum lot size: five thousand (5,000) square feet per family; minimum width-fifty (50) feet.

b. Minimum yard sizes:

(1) Front-fifteen (15) feet.

(2) Side-five (5) feet.

(3) Rear-five (5) feet.

(4) For lots with less than one hundred (100) feet depth, front setback shall be fifteen (15) percent of lot depth with a minimum of ten (10) feet to the front lot line and five (5) feet to the rear lot line. (Ord. No. 99-8-6, 8-2-99)

c. Accessory buildings:

(1) The accessory building shall not exceed two-story construction.

(2) Minimum setback of accessory buildings shall be three (3) feet.

d. Permitted encroachments:

(1) Overhangs projecting not more than twenty-four (24) inches, excluding gutter.

(2) Stairs and landings not more than three (3) feet in height, projecting no more than four (4) feet into required front yard.

3. Special Provisions:

a. Additional dwellings on unsubdivided property:

(1) Additional dwellings on unsubdivided property referred to in 1.b(1) above will be permitted at the rate of one (1) dwelling unit for each seven thousand (7,000) square feet of lot area.

(2) The applicant for any additional dwellings on unsubdivided property shall submit a copy of all subdivision restrictions (covenants) which govern the property in order to protect the integrity of the neighborhood.

(3) Under no circumstances will the total number of dwellings per unsubdivided lot permitted under these provisions exceed four (4).

(4) Permits issued under this provision will be issued for a two-year period. At the expiration of this time, an investigation will be conducted by the Planning and Zoning Department to determine if this Code is complied with. Non-compliance will result in the revocation of the permit.

b. All manufactured housing and mobile homes shall be secured according to the Federal Emergency Management Agency's Sept. 1985 publication Manufactured Home Installation in Flood Hazard Areas.

c. Skirting or foundation plantings as approved by the Zoning and Regulatory Administrator in accordance with the manufacturer's installation instructions to ensure aesthetic compatibility with the residential character of the neighborhood. The entire underfloor of the home shall be completely enclosed, except for the required openings.

Editor's note: The enforcement of this subparagraph c. was placed on a one-year moratorium expiring Sept. 5, 1990.

d. All dwelling units shall be connected to utility systems which provide for health and safety under all conditions of normal use. Home utility services shall only be connected to the supply source by means of approved materials, and shall be inspected by the appropriate agency.

(Ord. No. 82-3-3, § II, 3-1-82; Ord. No. 83-11-10, 11-21-83; Ord. No. 85-7-17, 7-22-85; Ord. No. 87-1-15, 1-5-87)

ANALYSIS

The subject site consists of 2 lots measuring 25 x 100 feet and is located in a neighborhood that has been in several land use transitions for the past several decades. Previously to zoning, a mixture of home and mobile home uses existed. Then the neighborhood was rezoned to R-1A and the mobile homes remained as legal non-conformity. Today, the neighborhood has a mix of vacant lots or lots with homes on them.

Because the land use character has transitioned from R-1AM to R-1A and vacant uses, approving the site to R-1AM would be a conflict with and result in land use incompatibility. It would serve to reverse the land use trends in the neighborhood. Therefore, the first and second criteria are not met.

Since it would be the only such rezoning if approved, it would be arbitrary in nature or intent and therefore would be a spot zone. Therefore, the third criteria is not met.

Rezoning denial would not prohibit all uses of the property. If the 2 lots are subdivided into a single 50 x 100 foot lot, a permit for home construction would be issued by the department once all regulations were met.

DEPARTMENTAL RECOMMENDATIONS

Denial.

DONATION INTER VIVOS

By: YOLANDA JACKSON DARENSBURG

UNITED STATES OF AMERICA

TO: KIRBY LYNN JACKSON

PARISH OF ST. CHARLES

STATE OF LOUISIANA

BE IT KNOWN, that on this 10th day of August, 2007

Personally came and appeared:

Yolanda Jackson Darensburg, SS# 438-53-5647, a person of full age and majority and a resident of the Parish of St. Charles, State of Louisiana.

Donor, and a person of sound mind, who declared that in consideration of the love and affection which she have for her son, Kirby Lynn Jackson, she do by this presents, unconditionally and irrevocably donate inter vivo, give, grant, transfer, set over, with all legal warranties and with full substitution and subrogation in and to all rights and actions of warranty which said donor have or may have against all preceding owners and vendors, and deliver unto:

Kirby Lynn Jackson, SS# 437-83-7619, a minor and a resident of St. Charles Parish, State of Louisiana, who is not now nor has he ever be married.

Donee, a person of sound mind, the hereinafter described immovable property, presently owned by donors, and which is more described as:

Two certain lots of ground in the Parish of St. Charles, Louisiana in that portion known as St. Charles Terrance Subdivision, said lots being numbered ninety-five (95) and ninety-six (96) of square C, said lots fronting each twenty-five (25) feet on St. Charles Street by a depth between parallel lines of 110 feet, all according to a map on file in the Court House at Hahnville of C. A. Robert, C.E. dated January 17, 1930.

To have and to hold the above described property unto Donee, his heirs, successors, and assigned forever.

Said donee, hereby accept this donation with gratitude, and acknowledges delivery and possession thereof.

The party hereto estimate the value of said donated property in the amount of \$12,500.

Yolanda Jackson Darensburg, also further declare that the above described property being donate by her is her separate property.

Donor declare that all taxes assessed against the property herein conveyed have been paid for the year 2006.

WITNESSES:

WITNESSED BEFORE ME THIS

10th DAY OF August, 2007

JP-45-6

JOHN J. MARINO, JR. JUSTICE OF THE PEACE, DISTRICT 6, ST. CHARLES PARISH

YOLANDA JACKSON DARENSBURG
DONOR

06-1832

CASH SALE

PARISH OF JEFFERSON

STATE OF LOUISIANA

BY: Parish of St. Charles

TO: Yolanda Jackson Darensburg

BE IT KNOWN, that on this 17th day of May, 2007;

PARISH OF ST. CHARLES, a political subdivision of the State of Louisiana, represented herein by Albert D. Laque, St. Charles Parish President, authorized by virtue of Ordinance No. 03-11-2 adopted on the 3rd day of November, 2003, and Ordinance No. 06-6-15, adopted on the 19th day of June, 2006, and Ordinance No. 06-9-1, adopted September 5, 2006, hereinafter referred to as SELLER.

Who declares that for the price and consideration, and on the terms and conditions hereinafter expressed, SELLER does by these presents grant, bargain, sell, convey, transfer, assign, set over and deliver unto:

Yolanda Jackson Darensburg, a person of the full age of majority and resident of St Charles Parish, Louisiana, who declared unto me notary that she has been married but once and then to Kirby L. Darensburg, with whom she is presently living, purchasing her separate and paraphernal property under her separate administration and control, said property being acquired with her separate and paraphernal funds under her separate administration and control, whose permanent mailing address is declared to be P.O. Box 178, New Sarpy, LA 70078.

Mailing Address: P.O Box 178, New Sarpy, LA 70078

PURCHASER, here present, accepting and purchasing for PURCHASER, PURCHASER'S successors and assigns, and acknowledging due delivery and possession thereof, all of SELLER'S right, title and interest that SELLER acquired in a tax sale in and to the following described property, to-wit:

TWO certain lots of ground in the Parish of St. Charles, Louisiana in that portion known as St. Charles Terrace Subdivision, said lots being numbered ninety-five (95) and ninety-six (96) of Square C, said lots fronting each twenty-five (25) feet on St. Charles Street by a depth between parallel lines of 110 feet, all according to a map on file in the Court House at Hahnville of C.A. Robert, C.E. dated January 17, 1930.

THIS ACT IS MADE, EXECUTED AND ACCEPTED, SUBJECT TO THE FOLLOWING:

1. Any and all restrictions, overlaps, overhangs, servitudes and/or easements, rights of way, and outstanding rights of record which might be shown on a current survey of the property.
2. State and Parish taxes for the year 2007 not yet due and payable.

TO HAVE AND TO HOLD said described property herein conveyed unto PURCHASER and PURCHASER'S successors and assigns forever.

This sale is made and accepted for and in consideration of the sum of Twelve Thousand Five Hundred Dollars (\$12,500.00), which said amount PURCHASER has well and truly paid, in lawful current funds of the United State of America, the receipt of which is hereby acknowledged and full acquittance granted therefore.

SELLER sells and conveys said described property to the PURCHASER herein without any warranty of title whatsoever but with subrogation in and to all rights and actions of warranty to which SELLER may be entitled.

YJD
Buyer

Buyer

PURCHASER hereby acknowledges to and agrees with SELLER that with respect to the property, SELLER has not, does not and will not make any warranties or representation, 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.

YJD
Buyer

Buyer

PURCHASE shall be without any representations, warranties or guarantees, either express or implied, of any kind, nature or type whatsoever from or on behalf of SELLER as to the condition or fitness of the property, and shall be based solely on PURCHASER'S knowledge of the condition and fitness thereof.

YJD
Buyer

Buyer

PURCHASER further acknowledges and recognizes that the property is being sold in an "AS IS" condition, and accordingly, PURCHASER does hereby relieve and release SELLER from any and all claims for any vices or defects in said property, whether obvious or latent, known or unknown, easily discoverable or hidden, and particularly for any claim or cause of action for 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. PURCHASER further acknowledges that SELLER has acquired the property by means of adjudication for unpaid ad valorem property taxes and consequently SELLER has little or no direct knowledge concerning the physical or economic characteristics of the property. PURCHASER further acknowledges that the property hereby conveyed, including the real estate, and all buildings and improvements erected thereon are conveyed by the SELLER "as is" and without warranty as to physical condition, and with the exclusion of and release by PURCHASER of any and all legal implied warranties and PURCHASER expressly waives any and all claims against SELLER for vices or defects including any environmental hazards in said property. PURCHASER further acknowledges that they are not relying on any representation as to the condition of the property which has or may have been made by SELLER. PURCHASER further waives and releases SELLER and their agents, employees, and insurers from any and all claims or causes of action which have arisen or might hereafter arise, whether presently known or unknown, in redhibition or for loss or damage resulting in whole or part from the condition of or defects or vices, including any environmental hazards, whether latent or patent in the property conveyed or any part thereof, whether such conditions, vices or defects give rise to such claims or cause of action should have been known to either PURCHASER or SELLER. Any liability in connection with any environmental protection rule, regulation, order, requirement or law, whether state, local or federal is hereby assumed by PURCHASER. The PURCHASER takes cognizance of all defects, apparent or not apparent, and does hereby acknowledge that the purchase price of said property reflects a diminution in price in order to compensate PURCHASER for the condition of the property. The PURCHASER, in consideration of the bid price at the auction, herein waives all rights he may have to rescission of the sale or diminution of the price under and by virtue of the terms of the Civil Code of Louisiana Article 2520 et seq and 2541 et seq. PURCHASER expressly waives any and all rights which he has or may have against Gilmore Auction & Realty Co. or Equity Closing Services Group, LLC, or the SELLER, arising out of this purchase on account of any and all conditions of the property herein purchased.

YJD
Buyer

Buyer

PURCHASER further assumes the risk as to all vices and defects in the property, including all improvements located thereon, whether those vices or defects are latent and/or not discoverable upon simple inspection, and including those vices or defects, knowledge of which would deter PURCHASER from making this acquisition.

YJD
Buyer

Buyer

PURCHASER hereby acknowledges that SELLER has made no representations as to the validity of the statutes, ordinances and resolutions authorizing this sale and that SELLER has advised PURCHASER to seek legal advice before proceeding with this sale.

PURCHASER has not relied, and is not relying, upon any information, document, sales brochures or other literature, maps, surveys or sketches, pro forma 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 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, such state of facts as an accurate survey and inspection would show, the present and future zoning ordinances, resolutions of the parish and state where the property is located, and the value and marketability of the property.

SELLER, in accordance with Louisiana Revised Statute 33:4720.15 and The Local Services Agreement by and between the SELLER and other Members, authorized by Parish Council Ordinance No. 03-11-2, adopted on the 3rd day of November, 2003, which agreement has been duly recorded in the conveyance and mortgage records of the Clerk of Court for the Parish of St. Charles, does hereby cancel all charges and liens imposed by Members pursuant to Louisiana Revised Statute 33:1236, Louisiana Revised Statute 33:4766 and Louisiana Revised Statute 9:4821(1), which are due and owing as of the date of this sale. SELLER instructs the Sheriff of St. Charles Parish to cancel any and all ad valorem taxes, interest and penalties that are due and owing as of the date of this sale.

SELLER and PURCHASER acknowledge that, pursuant to Louisiana Revised Statute 33:4720.16, the recordation of this act in the conveyance or mortgage office will operate as a cancellation of all liens and privileges, and all conventional and judicial mortgages, recorded against the property.

SELLER does hereby reserve and except from this sale and PURCHASER does hereby confirm, acknowledge and rededicate, a servitude for any public or private utilities located on, over or below the "surface of the land transferred herein, whether or not said utility servitude is apparent."

Conveyance and mortgage certificates, and tax research are waived by the parties hereto, and the parties hereby relieve and release me, Notary, from any and all liability resulting from the non-production thereof.

PURCHASER agrees and acknowledges that the 2007 ad valorem taxes are to be prorated and paid by PURCHASER.

THUS DONE AND SIGNED at my office in the County/Parish of St Charles, on the date first hereinabove written, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

PARISH OF ST. CHARLES

Sharon H. Legan
Print Name: DANN HUNTER

By: Albert D. Laque
Albert D. Laque, Parish President

Bobbi N. Cullen
Print Name: Bobbi N. Cullen

Notary Public
ROBERT L. RAYMOND, NOTARY
BAR# 11408

THUS DONE AND SIGNED at my office in the Parish of Jefferson, , on the 17th day of May, 2007, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

K. Scineaux
Print Name: K. Scineaux

J. M. Hebert
Print Name: J. M. Hebert

Yolanda Jackson Darsburg
Yolanda Jackson Darsburg

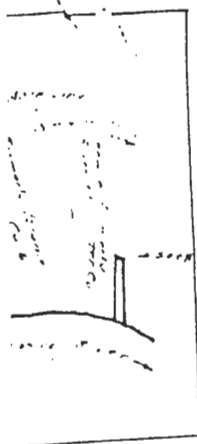
Paul B. Unk
Notary Public
Paul B. Unk
LBN 19816

PROPERTY OWNERS In Favor Of Rezoning
St. Charles Terrance Subdivision

NAME	ADDRESS	CITY	PHONE
ROSE Blue	282 ST Charles ST		
Eugene Williams	213 St Charles Street		
John Brothers	201 St. Charles St	St. Charles St	
Leland Williams	300 Short St.	Short Street	
A. L. L. L. L.	205 TERRACE	TERRACE	
Donald Pollard	406 P.O. Box	Terrace	
Patricia Pollard	224 Terrace	Terrace	
Diamondque Pollard	224	Terrace	
Donald Pollard Jr.	224	Terrace	
Danna Pollard	224	Terrace	
William Pollard	228	TERRACE	
John Pollard	229 Terrace		
Charlotte M. M. M.	231 Terra	Terrace	
Artemus J. J. J.	241 Terrace	ST	
Betty J. J. J.	235 Anne x ST	Newbury St.	
DeWick Williams	235 Anne x ST		
Nadean Cotton	264 St. Charles St	St. Charles St	504 957 2003
Lucille V. V. V.	268 St. Charles	St. Charles St	
Delissa Cotton	264 St. Charles		
Mark Bailey	212 St. Charles		
M. J. J. J. J.	210 St. Charles St	Westchester 10047	
Catherine Long	197 St. Charles St.	Newbury St.	70078 504-715-3921
John T. J. J. J.	145 ST. CHARLES ST		
Edward J. J. J.	143 St Charles		
Ryan J. J. J.	104 ST Charles	TERRACE	504 957 4210
Michael B. B. B.	149 Terrace St.	Terrace St.	
Barf B. B. B.	149 Terrace St		
Charles Bonura	153 Terrace St.		
Rebecca Bonura	153 Terrace St.		

St. Charles Terrance Subdivision

Name	Address	Phone No.
Bert Bertone	169 Terrace St	New Sarpy La
Lorraine Bertone	171 Terrace St	New Sarpy La
Eugene J. Gies	170 Terrace St	New Sarpy La
Peggy J. Gies	170 Terrace	New Sarpy La
Robert J. Gies	187 Terrace	New Sarpy
Antoinette Sella	174 Terrace St	New Sarpy
Kenneth Sella	174 Terrace St	New Sarpy



Legend
• = Pipe
x = Stake

Note: Area A B C D = 26.72 Acres

MAP OF ST. CHARLES TERRACE SUB-DIVISION BEING A PART OF PROSPECT PLANTATION PARISH OF ST. CHARLES, LA.

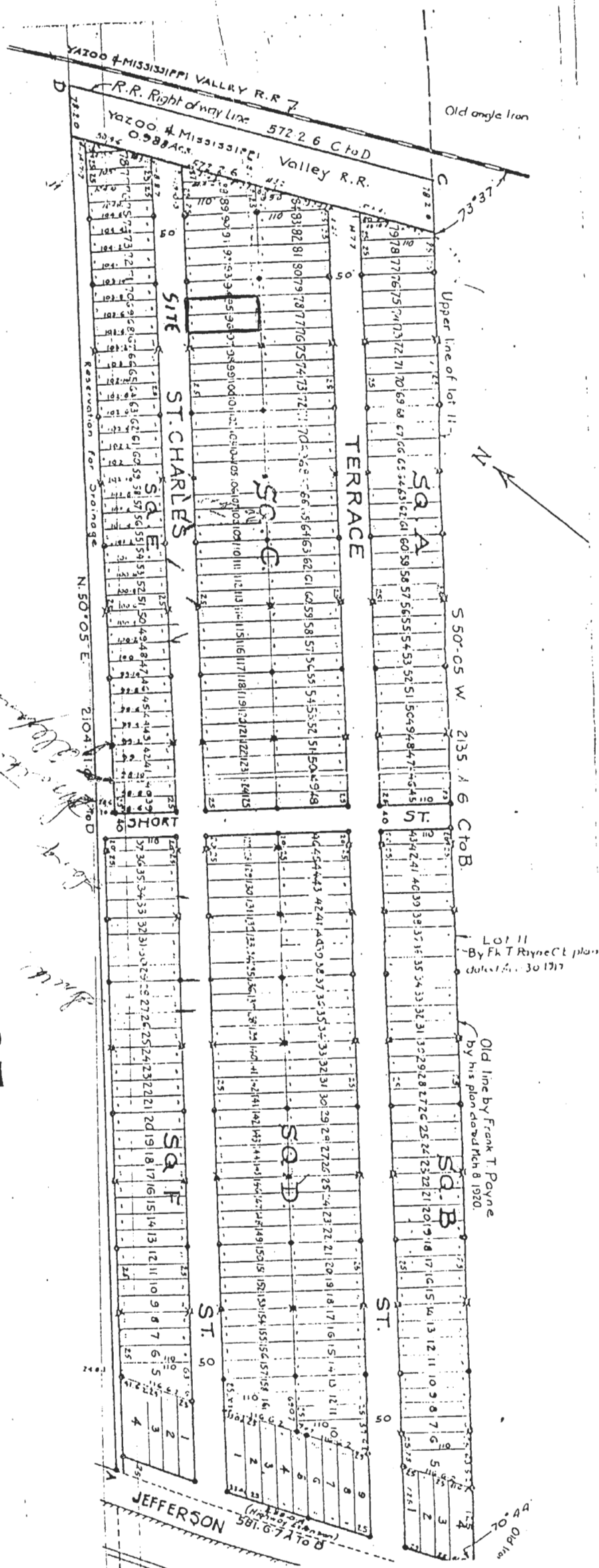
Scale 1 inch = 100 feet

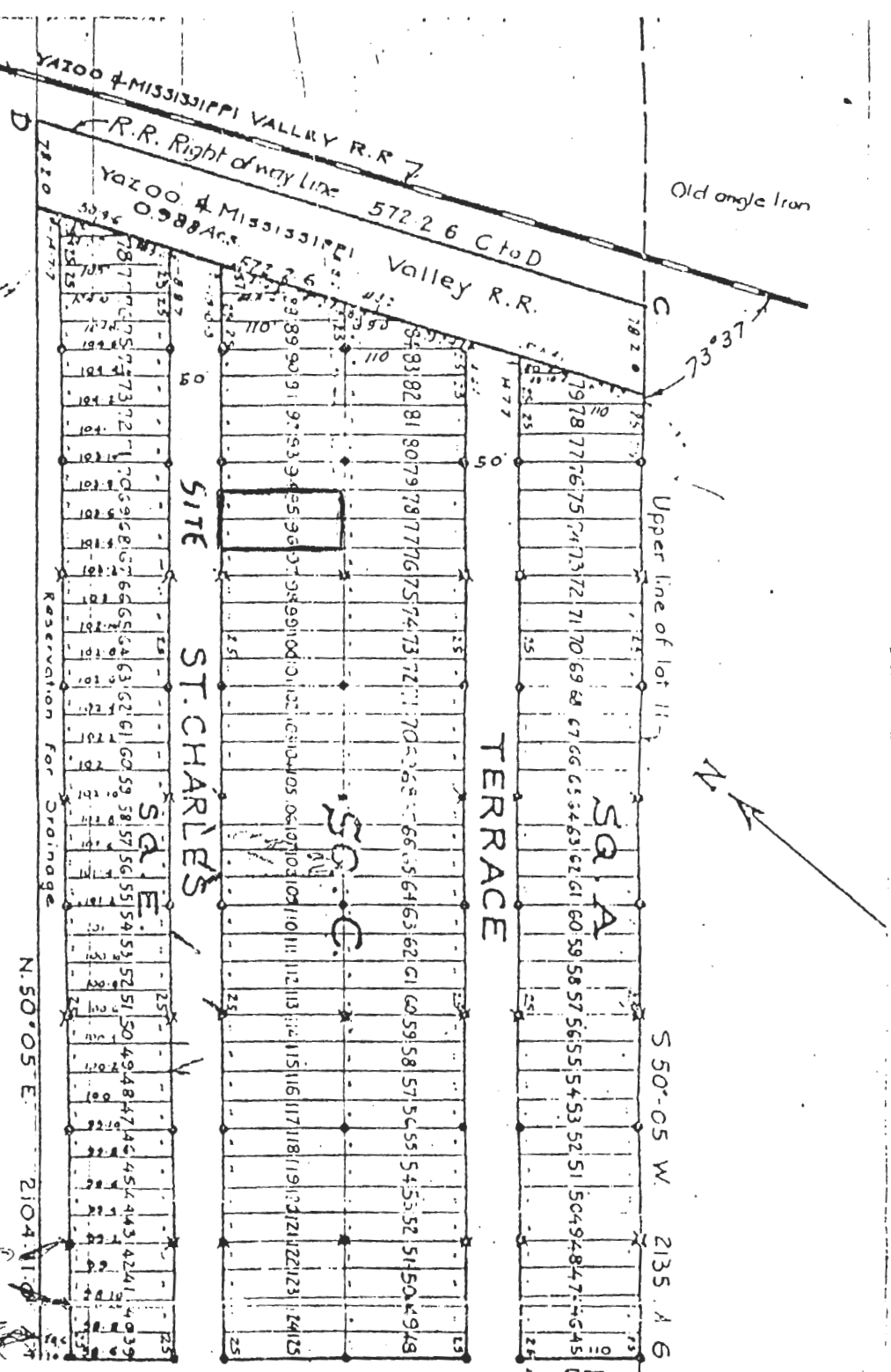
Certified to be correct

C. A. Robert
Surveyor & Engineer
ROBERT

New Orleans, January 17th 1936

Property of the Greater
St. Charles Realty Co. Inc.
Jas. F. Turnbull Agent.
402 American Bank Bldg.
New Orleans La.





Legend

Dine