THURSDAY, MARCH 11, 2021 THE LIVINGSTON PARISH NEWS $15\,$

SHERIFF SALES

TWENTY-FIRST JUDICIAL DISTRICT COURT OF LOUISIANA IN AND FOR THE PARISH OF LIVINGSTOR 21ST MORTGAGE CORPORATION

SHELDON, ALBERT L., JR

Under and by virtue of a Writ of WRIT OF SEIZURE issued out of the above Honorable Court in the above entitled and number cause, bearing date of JANUARY 7 2021; and to me directed, commanding me to seize and sell CERTAIN IMMOVEABLE property belonging to:

SHELDON, ALBERT L., JR

Defendants. I have seized and taken into my official custody the property hereinafter described, and

will offer to sell on:

WEDNESDAY, THE 24 DAY OF March, 2021

during legal sale hours of said day beginning at 10:00 o'clock a.m., at the principal front door of the Courthouse, in the Town of Livingston, said Parish and State, the following

2020 HAMILTON 32 X 64 MOBILE HOME BEARING SERIAL NUMBERS HH19AL02130A AND HH19AL02130B

Terms of Sale for Cash to the last and highest bidder WITHOUT the benefit of appraisement and according to law

CASHIERS CHECK AT TIME OF SALE WITH LETTER OF CREDIT

Sheriff's Office, Livingston, Louisiana on this 5 day of February, 2021.

Attorney: TREVATHAN LAW FIRM Advertise: March 11, 2021 and .

Mystat Milehet Jason Ard, Sheriff
Parish of Livingston
State of Louisiana

SHERIFF'S SALE

TWENTY-FIRST JUDICIAL DISTRICT COURT OF LOUISIANA IN AND FOR THE PARISH OF LIVINGSTON

21ST MORTGAGE CORPORATION VERSUS NO. 169226 BESS, JENNIFER DAINNE

Court in the above entitled and number cause, bearing date of FEBRUARY 1 2021; and to me directed, commanding me to seize and sell CERTAIN IMMOVEABLE property belonging to:

Under and by virtue of a Writ of WRIT OF SEIZURE issued out of the above Honorable

BESS, JENNIFER DAINNE

Defendants. I have seized and taken into my official custody the property hereinafter described, and will offer to sell on:

WEDNESDAY, THE 24 DAY OF March, 2021 during legal sale hours of said day beginning at 10:00 o'clock a.m., at the principal front door of the Courthouse, in the Town of Livingston, said Parish and State, the following

described property, to-wit:

2014 Buccaneer 28 x 52 mobile home bearing serial numbers CBC045036ALA and CBC045036ALB

Terms of Sale for Cash to the last and highest bidder WITHOUT the benefit of

ment and according to law.

CASHIERS CHECK AT TIME OF SALE WITH LETTER OF CREDIT Sheriff's Office, Livingston, Louisiana on this 9 day of February, 2021.

Attorney: TREVATHAN LAW FIRM

Advertise: March 11, 2021

Jason Ard, Sheriff Parish of Livingston State of Louisiana untel Milchel

PUBLIC NOTICES

WARD TWO WATER DISTRICT, PARISH OF LIVINGSTON, STATE OF LOUISIANA The following Resolution was offered by Stanley Spillman and seconded by Jimmie McCoy:

RESOLUTION A Resolution authorizing the issuance of not to exceed Fifteen Million Dollars (\$15,000,000) of Water Revenue Refunding Bonds, in one or more series, of Ward Two Water District, Parish of Livingston, State of Louisiana; prescribing the form, fixing the details and providing for the payment of principal of and interest on such Bonds; authorizing the execution of a Paying Agent Agreement, Bond Purchase Agreement and any other documents and instruments necessary in connection with the issuance and sale of the Bonds; approving the distribution of a Preliminary Official Statement and an Official Statement; and providing for other matters in connection

WHEREAS, Ward Two Water District, Parish of Livingston, State of Louisiana (the "Issuer") owns and a waterworks system as a revenue-producing utility (the "System"); and

WHEREAS, the Issuer previously issued: (i) \$4,000,000 Water Revenue Bonds, Series 2010 of which approximately \$2,158,000 is currently outstanding (the "Series 2010 Bonds"); (ii) \$8,000,000 Water Revenue Bonds, Series 2011 of which approximately \$5,301,000 is currently outstanding (the "Series 2011 Bonds"); (iii) \$4,540,000 Water Revenue Refunding Bonds, Series 2012B, of which approximately \$2,340,000 is currently outstanding (the "Series 2012B Bonds"), and (iv) \$6,725,000 Water Revenue Refunding Bonds, Series 2012D, of which approximately \$4,240,000 is currently outstanding (the "Series 2012B Bonds") and (to) scurrently outstanding (the "Series 2012B Bonds") and together with the Series 2010 Bonds, the Series 2011 Bonds and the Series 2012B Bonds, the "Refunded Bonds"); and

WHEREAS, in order to provide debt service savings, the Issuer, acting through its governing authority, the Board of Commissioners of Ward Two Water District, Parish of Livingston, State of Louisiana (the "Governing Authority"), is authorized to and believes it to be in its best interest to refund all or a portion of the Refunded Bonds pursuant to the provisions of Chapter 14-A of Tite 39 of the Louisiana Revised Statutes of 1950, as amended (the "Refunding Act") and other constitutional and statutory authority, through the issuance of its refunding bonds; and

WHEREAS, pursuant to the Refunding Act, the Issuer desires to accomplish the refunding of the Refunded through the issuance of not to exceed \$15,000,000 of its Water Revenue Refunding Bonds, in one or more series (the "Bond"), to be secured by and payable from an irrevocable pledge and dedication of the income and revenues derived from the operation of the District's waterworks system (the "System"), after payment of reasonable and necessary expenses of operating and maintaining the System, as now existing or as may be hereafter improved, extended or supplemented from any source whatsoever (the "Net Revenues"); and

WHEREAS, the Bonds will be secured by Net Revenues on a parity with any of the Refunded Bonds not refunded with the proceeds of the Refunding Bonds (the "Unrefunded Bonds") and the District's outstanding (i) Water Revenue Refunding Bonds, Series 2012.4, issued in the original principal amount of \$53.550.000 (the "Series 2012A Bonds"); and (ii) Taxable Water Revenue Bonds, Series 2020, issued in the original principal amount of \$3.550.000 (the "Series 2020 Bonds" and, together with the Unrefunded Bonds and the Series 2012A Bonds, the "Parity Obligations"); and

WHEREAS, in connection with the issuance of the Bonds, it is necessary that provision be made for the yment of the principal, interest and redemption premium, if any, of the Refunded Bonds and to provide for the call r redemption of the Refunded Bonds pursuant to Notices of Redemption, substantially in the form set forth as hibit A; and

WHEREAS, after effecting the refunding authorized hereby, the Issuer will have outstanding no other bonds or obligations of any kind or nature payable from or enjoying a lien on Net Revenues, other than the Bonds herein authorized and the Parity Obligations; and

WHEREAS, the Parish Council of the Parish of Livingston, State of Louisiana (the "Parish Council"), by action taken on January 28, 2021, has given all approvals necessary for the issuance of the Bonds; and

WHEREAS, the Governing Authority now wishes to fix the details necessary with respect to the issuance of the Bonds and to provide for the authorization and issuance thereof; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Authority that:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

<u>Definitions.</u> The following terms used in this Resolution shall have the following context clearly requires otherwise: "Bond" or "Bonds" means the Bonds authorized to be issued by this Resolution in the total aggregate amount not to exceed Fifteen Million Thousand Dollars (\$15,000,000), in one or more series, as further described

"Bond Insurer" means, if applicable, the issuer of the Municipal Bond Insurance Policy, if any.
"Bond Register" means the records kept by the Registrar in which registration of the Bonds and transfers of

"Bond Register" means the records kept by the Registrar in which registration of the Bonds and transfers of the Bonds shall be made as provided herein.

"Bond Pear" means the one-year period ending on each Principal Payment Date.

"Business Duy" means a day of the year other than a day on which banks located in New York, New York and the cities in which the principal offices of the Paying Agent are located are required or authorized to remain closed, and on which New York Kock Exchange is closed.

"Code" means the Internal Revenue Code of 1986, as the same may be amended and supplemented from time to time, including any regulations promulgated thereunder or any administrative or judicial interpretations thereof.

"Costs of Issuance" means all items of expense, directly or indirectly payable or reimbursable and related to the authorization, sale and issuance of the Bonds, including but not limited to printing costs, costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of any fiduciary, legal fees and charges, fees and charges for the preparation and distribution of a Preliminary Official Statement and an Official Statement, and the present of consultants and professionals, costs of credit artiags, fees and charges for preparation, execution, transportation and safekeeping of the Bonds, costs and expenses of refunding, premiums for the insurance on the psyment of the Bonds, if any, and any other cost, charge or fee payable by the Issuer in connection with the original issuance of the Bonds.

"Defeasance Obligations" means cash and/or Government Securities.

"Delivery Date" means the date on which the Bonds are issued and delivered to the initial purchaser

thereot.

"Executive Officers" means, collectively, the President, Vice-President and Secretary-Treasurer of the Governing Authority and the Manager of the Issuer.

"Fiscal Year" means the Issuer's one-year accounting period beginning on January 1 of each year or any other annual accounting period as may be determined by the Governing Authority as the fiscal year of the Issuer.

"Governing Authority" means the Board of Commissioners of the Issuer, acting as the governing authority

of the Iss "Government Securities" means direct obligations of, or obligations the principal and interest on which are unconditionally guaranteed by, the United States of America, which are non-callable prior to their maturity, may be United States Treasury Obligations such as the State and Local Government Series and may be in book-entry form.

"Interest Payment Date" means each April 1 and October 1, commencing October 1, 2021, or such other datasets of the interest Payment Date of the Payment Paym

date set forth in the Purchase As date set forth in the Purchase Agreement.

"Issuer" means Ward Two Water District, Parish of Livingston, State of Louisiana.

"Municipal Bond Insurance Policy" means, if any, the municipal bond insurance policy issued by the Bond Insurer guaranteeing the scheduled payments of principal of and interest on the Bonds.

"Net Revenues" means the Revenues of the System after payment therefrom of all Operation and

Maintenance Expenses.

"Operation and Maintenance Expenses" means the reasonable and necessary costs of operating, repairing, maintaining and insuring the System. "Operation and Maintenance Expenses" shall not include depreciation and amortization expenses, payments made to the Sinking Fund, payments made to the Reserve Fund, or payments made

Bonds that have been cancelled or delivered to the Registrar for cancellation; Bonds that have been defeased in accordance Section 13.1 hereof; Bonds in exchange for or in lieu of which other Bonds have been registered and delive to this Resolution; or

to this Recolution or

(d) Bonds alleged to have been multiated, destroyed, lost or stolen which have been paid as provided in this Resolution or by law.

"Onnee" or "Onnee" when used with respect to any Bond, means the Person in whose name such Bond is registered in the Bond Register.

"Parity Bond Resolutions" means, collectively, the Series 2010 Bond Resolution, the Series 2011 Bond Resolution and the Series 2020 Bond Resolution, the Series 2011 Bond Resolution, the Series 2012 Bond Resolution and the Series 2020 Bond Resolution.

"Parity Obligations" means the any Unrefunded Bonds, along with the Series 2012A Bonds, the Series 2020 Bonds and any additional part passus indebtedness issued hereafter by the Issuer and payable from the Net Revenues on a parity with the Bonds.

"Parity Regent" means Hancock Whitney Bank, Baton Rouge, Louisiana, as the Paying Agent pursuant to the Paying Agent means Hancock Whitney Bank, Baton Rouge, Louisiana, as the Paying Agent pursuant to

the Paying Agent Agreement" means the agreement between the Issuer and the Paying Agent Agreement "means the agreement between the Issuer and the Paying Agent, pursuant to this

Resolution. "Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof. "Principal Payment Date" means April 1 of each year, commencing April 1, 2022, or such other date set forth in the Purchase Agreement.

Principal Topination and the State of the St

Registrar" means the Paying Agent, in its capacity as Registrar pursuant to this Resolution.

*Reserve Fund Requirement" shall have the meaning assigned thereto in Section 5.1(e) of this Resolution.

*Resolution" neans this Resolution authorizing the issuance of the Bonds, as hereafter amended or "Resolution" means this Resolution authorizing the issuance of the Bonds, as hereafter amended or supplemented.

"Revenues" means all income and revenues to be derived by the Issuer from all fees, rate, assessments and the charges established by and on behalf of the Issuer, for services, facilities and commodities furnished or supplied, with respect to the operation of the System, including earnings on investments in the funds and accounts described herein, but does not include any insurance or condemnation proceeds or proceeds from the sale or disposition of any part of the System.

mercin, out ooes not include any insurance or condemnation proceeds for proceeds from the sale or disposition of any part of the System.

"Series 2010 Bond Resolution" means, collectively, the resolution adopted on April 20, 2010 by the Governing Authority, authorizing the issuance of the Series 2010 Bonds.

"Series 2010 Bonds" means the Issuer's \$4,000,000 Water Revenue Bonds, Series 2010 of which approximately \$2,158,000 is currently outstanding.

"Series 2011 Bond Resolution" means the resolution adopted on March 15, 2011 by the Governing Authority. Series 2011 Bonds from the Series 2011 Bonds (Series 2011 Bonds).

"Series 2011 Bonds" means the Issuer's \$,000,000 Water Revenue Bonds, Series 2011 of which approximately \$5,301,000 is currently outstanding.

"Series 2012 Bond Resolution" means the resolution adopted on March 20, 2012 by the Governing Authority, authorizing the issuance of the Series 2012A Bonds, the Series 2012B Bonds and the Series 2012D Bonds.

"Series 2012A Bonds" means the Issuer's No. 10.

"Series 2012A Bonds" means the Issuer's Water Revenue Refunding Bonds, Series 2012A, issued in the original principal amount of \$5,355,000.
"Series 2012B Bonds" means the Issuer's \$4,540,000 Water Revenue Refunding Bonds, Series 2012B, of

original principal amount of \$5,355,000. "Series 2012A, Issued in the "Series 2012B Bonds" means the Issuer's \$4,540,000 Water Revenue Refunding Bonds, Series 2012B, of which approximately \$2,340,000 is currently outstanding.

"Series 2012D Bonds" means the Issuer's \$6,725,000 Water Revenue Refunding Bonds, Series 2012D, of which approximately \$4,240,000 is currently outstanding.

"Series 2012 Bonds" means the Issuer's Taxable Water Revenue Bonds, Series 2020, issued in the original principal amount of \$53,000,000.

"State" means the State of Louisiana

"State" means the State of Louisiana.

"System" means the Issuer's facilities that are used for the purpose of collecting, transporting, treating, storing, distributing or holding drinking water, as said system now exists and as it may be hereafter improved, extended or supplemented while any of the Bonds remain outstanding as more fully described in this Resolution.

"Urrefunded Bonds" means any portion of the Series 2010 Bonds, the Series 2011 Bonds, the Series 2012B Bonds and the Series 2012D not refunded with the proceeds of the Bonds, if any.

"UnderwiterPlacement Agent" means Crews & Associates, Inc., acting as either the Underwriter or the Placement Agent for the Bonds.

"UnderwiterPlacement Agent for the Bonds.

"User Fees" means charges or fees levied on users of the System for the cost of operation, maintenance and replacement of the System, for the repayment of debt incurred with respect to the System and for such other purposes as may be determined by the Governing Authority from time to time.

Section 1.2 Rules of Interpretation. (a) Unless the context clearly indicates to the contrary, the following rules shall apply to the interpretation and construction of this Resolution:

(i) words importing the singular number shall include the plural number and vice versa; all references to particular articles or sections herein are references to articles or sections of this Resolution;

Resolution; the captions and headings herein are solely for convenience of reference and shall not constitute a part of this Resolution, nor shall they affect its meaning, construction or effect; the terms "hereby," "hereof," "herein," "hereton," "herein," and any similar terms as used in this Resolution refer to the Resolution in its entirety and not the particular article or section of this (iii)

this Resolution refer to the Resolution in its entirety and not the particular article or section of this Resolution in which they appear; and the term "hereafter" means after the date of execution of this Resolution and the term "heretofore" means before the date of the execution of this Resolution. (v)

ARTICLE 2
AUTHORIZATION, ISSUANCE AND SALE OF BONDS

Section 2.1 Authorization and Issuance of Bonds. In compliance with and under the authority of the Act, there is hereby authorized the incurring of an indebtedness of not to exceed Fifteen Million Dollars (\$15,000,000) for, on behalf of and in the name of the Issuer, for the purpose of refunding the Refunded Bonds, and to represent the indebtedness, this Governing Authority does hereby authorize the issuance of not to exceed Fifteen Million Dollars (\$15,000,000) of Water Revenue Refunding Bonds of the Issuer, which may be issued in multiple series, on a taxable or tax-exempt basis, as hereinafter described. Each series of the Bonds shall be dated the Delivery Date thereof, and the exact principal amount of each series of the Bonds shall be dated the Executive Officers at the time of delivery of the Bonds, however, the collective amount issued hereunder shall not exceed Fifteen Million Dollars (\$15,000,000).

Section 2.2 <u>Resolution to Constitute Contract.</u> In consideration of the purchase and acceptance of the Bonds by those who shall own the same from time to time, the provisions of this Resolution shall be a part of the contract of the Issuer with the Owners of the Bonds and shall be deemed to be and shall constitute a contract between the Issuer and the Owners from time to time of the Bonds.

Section 2.3 Pledged Revenues. The Bonds, equally with the Parity Obligations, shall be secured by and payable in principal and interest solely by a pledge of the Net Revenues. Subject to the foregoing, the Net Revenues are irrevocably and irrepealably pledged in an amount sufficient for the payment of the Bonds and the Parity Obligations in principal and interest as they shall respectively become due and payable, and for the other purposes hereinafter set forth herein. The Net Revenues shall continue to be set aside in the funds and accounts described in Section 5.1 and in the Parity Obligations in principal and interest, and for all other payments provided in this Resolution, and the Parity Obligations shall be fully paid and discharged.

The Issuer hereby covenants that it will not voluntarily create or cause to be created any debt, lien, pledge, mortagage, assignment, encumbrance or any other charge whatsoever having priority over or a parity with the lien and pledge of Net Revenues securing the Bonds except as provided in this Resolution.

Section 2.4 Authorization and Designation. In compliance with the terms and provisions of the Refunding Act, and other constitutional and statutory authority, there is hereby authorized the incurring of

indebtedness of not to exceed Fifteen Million Dollars (\$15,000,000) for, and on behalf of, and in the name of the Issuer, for the purpose of (i) refunding the Refunded Bonds, and (ii) paying the costs of issuance of the Bonds. To represent said indebtedness, this Governing Authority does hereby authorize the issuance of not to exceed Fifteen Million Dollars (\$15,000,000) of Water Revenue Refunding Bonds of the Issuer, in one or more series, on a taxable or tax-exempt basis. The Bonds shall be issued in the form of fully registered bonds of the Issuer, shall be dated the date of delivery, and shall be in the denomination for ole test than Five Thousand Dollars (\$5,000) each and integral multiples of Five Thousand Dollars (\$5,000) thereof as detailed in the Bond and shall be numbered R-I upwards, The Bonds shall mature on or before April 1, 2032, as set forth therein and shall be numbered R-I upwards the substantially the forms extractive attainment of the payable on each Interest Payment Date at an interest rate not to exceed five percent (5.00%). The Bonds will be in substantially the forms ext forth in Exhibit C bereto, with such necessary or appropriate variations, omissions and insertions as are required or permitted by the Refunding Act and this Resolution.

Section 2.5 Payment of Principal and Interest: The principal and premium, if any, of the Bonds are payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts at the corporate trust office of the Paying Agent in Baton Rouge, Louisiana.

The principal of the Bonds, upon maturity or redemption, shall be payable at the corporate trust office of the Paying Agent in Baton Rouge, Louisiana, upon presentation and surrender hereof, and interest on the Bonds shall be payable by check of the Paying Agent mailed by the Paying Agent to the Owner (determined as of the close of business on the Record Date) at the address shown on the Bond Register. Each Bond delivered under this Resolution upon transfer of, in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond, and each such Bond shall be arriterest (as herein set forth) so neither gain nor loss in interest shall result from such transfer, exchange or substitution.

No Bond shall be entitled to any right or benefit under this Resolution, or be valid or obligatory for any purpose, unless there appears on such Bond a Bond of registration, substantially in the form set forth as Exhibit B hereto, executed by the Paying Agent by manual signature.

Section 2.6 Execution. The Bonds shall be executed in the name and on behalf of the Issuer by the manual or facsimile signatures of the President or Vice-President and the Secretary-Treasurer of the Governing Authority, and the corporate seal of the Issuer (or a facsimile thereof) shall be thereunto affixed, imprinted, engraved or otherwise reproduced thereon. If facsimile signatures are used, then such signatures shall have been registered with the Louisiana Secretary of State in the manner required by La. R.S. 39:244.

Section 2.7 <u>Regularity of Proceedings</u>. The Issuer, having investigated the regularity of the for the Bonds shall contain the following recital; to-wit:

"It is certified that this bond is authorized by and the Conformity with the requirements of the Constitution and statutes of this State."

Section 2.8 Execution of Bonds and Documents. The Executive Officers are hereby empowered, authorized and directed to do any and all things necessary and incidental to carry out all of the provisions of this Resolution, to execute and deliver a Paying Agent Agreement, an Escrow Agreement and a Bond Purchase Agreement, to cause the necessary Bonds to be printed, to issue, execute and seal the Bonds and to effect delivery thereof as hereinafter provided.

Agreement, to cause the necessary Bonds to be printen, to issue, execute and some of the interest as hereinafter provided.

In connection with the issuance and sale of the Bonds, the Executive Officers are each authorized, impowered and directed to execute on behalf of the Issuer such additional documents, certificates and instruments is they may deem necessary, upon the advice of bond counsel, to effect the transactions contemplated by this Resolution, the signatures of said persons on such documents, certificates and instruments to be conclusive evidence of the due exercise of the authority granted hereunder.

The distribution of a Preliminary Official Statement and an Official Statement is hereby approved. Section 2.9 <u>Cancellation of Bonds.</u> All Bonds surrendered for payment, redemption, transfer, exchange or replacement, if surrendered to the Paying Agent, shall be promptly canceled by it and, if surrendered to the Issuer, shall be delivered to the Paying Agent and, if not already canceled, shall be promptly canceled by the Paying Agent. The Issuer may at any time deliver to the Paying Agent for cancellation any Bonds previously registered and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered

shall be promptly canceled by the Paying Agent. All canceled Bonds held by the Paying Agent shall be disposed of as directed in writing by the Issuer.

Section 2.10 Mutilated. Destroyed, Lost or Stolen Bonds. If (1) any mutilated Bond is surrendered to the Paying Agent, or the Issuer and the Paying Agent receive evidence to their satisfaction of the destruction, loss or the destruction of any Bond, and (2) there is delivered to the Issuer and the Paying Agent such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the Issuer or the Paying Agent that such Bond has been acquired by a bone nife purchaser, the Issuer shall execute, and upon its request the Paying Agent shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same maturity and of like tenor, interest rate and principal amount, bearing a number not contemporaneously outstanding. In case any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Bond, pay such Bond. Upon the issuance of any new Bond under this Section, the Issuer may require the payment by the Owner of a sum

sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith. Every new Bond issued pursuant to this Section in fieu of any mutilated, destroyed, lost or stolen Bond shall constitute a replacement of the prior obligation of the Issuer, whether or not the mutulated, destroyed, lost or stolen Bond shall be at any time enforceable by anyone and shall be entitled to all the benefits of this Resolution equally and ratably with all other outstanding Bonds. Any additional procedures set forth in the Paying Agent Agreement, authorized in this Resolution, shall also be available with respect to mutilated, destroyed, lost or stolen Bonds. The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds.

Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of multiated, destroyed, lost or stolen Bonds.

Section 2.11 Book_Entry System of Bonds.

(a) The Issuer has executed and delivered a Blanket Letter of Representations with The Depository Trust Company, New York, New York (the "Securities Depository"), and, in the event the Bonds are issued as Book_Entry Bonds (as hereinafter defined), the terms and provisions of its Resolution and said Letter of Representations shall govern in the event of any inconsistency between the provisions of this Resolution and said Letter of Representations shall govern in the event of any inconsistency between the provisions of this Resolution and said Letter of Representations shall govern its nominee, which will act as depository for the Bonds. Bonds issued to the Securities Depository pursuant to the terms hereof shall constitute "Book_Entry Bonds." During the term of the Book_Entry Bonds, ownership and subsequent transfers of ownership will be reflected by book entry on the records of the Securities Depository and those financial institutions for whom the Securities Depository effects book entry transfers (collectively, the "DTC Participants"). No person for whom a DTC Participant has an interest in any Book_Entry Bonds (a "Beneficial Owners") shall receive a bond certificate representing an interest in the Book_Entry Bonds except in the event that the Securities Depository or the Issuer shall determine, at its option, to terminate the book-entry system described in this Section. By Payment of principal of and interest on Book_Entry Bonds will be made by the Paying Agent/Registrar to the Securities Depository which will in turn remit such payment of principal and interest to its DTC Participants which will in turn remit such be principal and interest to the Book-entry system, thereugh the principal and interest to the Beneficial Owners of the Book_Entry Bonds will be made by the Paying Agent/Re

odified to require the appropriate person to meet the requirements of DTC as to registering or transferring the book try to produce the same effect.

modified to require the appropriate person to meet the requirements of DTC as to registering or transferring the book entry to produce the same effect.

If the product the same effect of Representations, the Securities Depository (or the Paying Agent/Registrar on behalf of the Securities Depository through the Fast Automated Transfer delivery services of the Securities Depository may either (i) make a notation of such redemption on the Book-Entry Bond, stating the amount so redeemed, or (ii) may return the Book-Entry Bond and to the Paying Agent/Registrar for exchange for a new Book-Entry Bond, suthenticated by the Paying Agent/Registrar in a proper principal amount. The Securities Depository makes a notation on the Book-Entry Bond, such notation may be made for reference only, and may not be relied upon by any other person as being in any way determinative of the principal amount of such Book-Entry Bond, other person as being in any way determinative of the principal amount of such Book-Entry Bond outstanding, unless the Paying Agent/Registrar has initialed the notation on the Book-Entry Bond Bond.

(h) Upon delivery of Book-Entry Bonds to the purchasers thereof on the delivery date, such purchasers hall deposit the bond certificates representing all of those Bonds with the Securities Depository (or the Paying Agent/Registrar on behalf of the Securities Depository; through the Fast Automated Security Transferr delivery services of the Securities Depository). The Securities Depository is nominee, will be the sole bond owner of the Book-Entry Bonds as delivered, and no investor or other party purchasing, selling or otherwise transferring ownership of any Book-Entry Bonds will receive, hold or deliver any bond certificates as long as the Securities Depository). The Securities Depository for its nominee, will be the sole Bond owner of the Book-Entry Bonds will merceive, hold or deliver any bond certificates as long as the Securities Depository on the transferred or exchanged except:

(i) The Book-Entry Bonds and n

(A) the Securities Depository shall resign or discontinue its services for the Bonds and, only if the Commission is unable to locate a qualified successor within two (2) months following the resignation or determination of non-eligibility, or (B) upon a determination by the Issuer that the continuation of the book-entry system described herein, which precludes the issuance of certificates to any Bond owner other than the Securities Depository (or its nominee), is no longer in the best interest of the Beneficial Owners of the Bonds.

(i) If at any time DTC cases to hold the Bonds, all references herein to DTC or the Securities ory shall be of no further force or effect.

ARTICLE 3 REDEMPTION OF BONDS

Section 3.6 <u>Optional Redemption</u>. The Bonds may be subject to redemption at the option of the Issuer in full or in part, as provided therein and in the Purchase Agreement. The Bonds shall be subject to redemption at the price of par plus accrued interest; to the redemption date.

Section 3.2 Mandatory Sinking Fund Redemption. The Bonds may be subject to mandatory sinking fund redemption as set forth in the Purchase Agreement and/or the Bonds. The principal amounts of sinking fund apyments, if any, shall be reduced as specified by the Issuer or as provided herein, by any principal amounts of the Bonds redeemed pursuant to an optional redemption as set forth herein. In the event of a partial redemption of the Bonds, the amount of future mandatory Sinking Fund Redemptions with respect to the Bonds will be reduced to take into account such partial redemption. Section 3.7 <u>Notice to Paving Agent.</u> In the case of any redemption of Bonds, as provided in Section 3.1 above, the Issuer shall give written notice to the Paying Agent of the election so to redeem, of the redemption date, of the series, and of the principal amounts of the Bonds of each maturity of such series to be redeemed (the Bonds within such maturity to be redeemed will be selected by DTC or any successor security depository pursuant

to its rules or procedures or, if the book-entry system is discontinued, will be selected by the Issuer in its sole discretion). Such notice shall be given at least thirty (30) days prior to the redemption date. In the event notice of redemption shall have been given as provided in Section 3.4 below, the Issuer shall, at least one (1) day prior to the redemption date, pay out of moneys available therefor to the Paying Agent an amount in cash which, in addition to other amounts, if any, available therefor held by such Paying Agent, will be sufficient to redeem on the redemption date at the Redemption Price thereof together with accrued interest to the redemption date, all of the Bonds to be

Section 3.8 Notice of Redemption. Notice of any such redemption shall be given by the Paying Agent by mailing a copy of the redemption notice by first class mail (postage prepaid) not less than thirty (30) days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed in whole or in part at the address shown on the registration books maintained by the Paying Agent. Failure to give such notice by mailing to any Bondowner, or any defect therein, shall not affect the validity of any proceedings for the redemption of Bonds. All notices of redemption shall state (i) the redemption date; (ii) the redemption price; (iii) in the case of partial redemption, the respective principal amounts of the Bonds to be redeemed; (iv) that on the redemption date the redemption price will become due and payable on each such Bond and interest thereon will cease to accrue thereon from and after said date; and (v) the place where such Bonds are to be surrendered for payment. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the owner of such Bonds receives the notice.

as provided in this Section shall be conclusively presumed to have been duly given, whether or not the owner of such Bonds receives the notice.

Upon the giving of notice and the deposit of funds with the Paying Agent for redemption, interest on the Bonds or portions thereof thus called shall no longer accrue after the date fixed for redemption. No payment shall be made by the Paying Agent upon any Bond or portion thereof called for redemption until such Bond or portion thereof shall have been delivered for payment or cancellation or the Paying Agent shall have received the items required by Section 2.10 with respect to any multitact, lost, stolen or destroyed Bond and the Vipon surrender of any Bond for redemption in part only, the Paying Agent shall register and deliver to the owner thereof a new Bond of Bonds of authorized denominations in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered.

Section 3.9 Payment of Redeemed Bonds. Notice having been given in the manner provided in Section 3.3 hereof, the Bonds so called for redemption shall become due and payable on the redemption date so designated at the Redemption Price, plus interest accrued and unpaid to the redemption date, and, upon presentation and surrender thereof at the office specified in such notice, such Bonds shall be plud at the Redemption Price plus interest accrued and unpaid to the redemption date. If, on the redemption date, moneys for the redemption of all the Bonds of any like Series and maturity to be redeemed, together with interest to the redemption date, shall be held by the Paying Agent so as to be available therefor on said date and if notice of redemption shall have been given as aforesaid, then, from and after the redemption date interest on the Bonds of such Series and maturity so called for redemption shall cease to accrue and become payable. If said moneys shall not be so available on the redemption date, such Bonds shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

ARTICLE 4

ARTICLE 4 APPLICATION OF BOND PROCEEDS

Section 4.1 <u>Issuance of Bonds: Application of Proceeds.</u> All of the proceeds derived from the sale of the Bonds, shall be deposited into a Bond Proceeds Fund (the "Bond Proceeds Fund"), which is hereby created and shall be held by the Paying Agent. The Bond Proceeds Fund shall be used to: (i) effect the redemption of the Refunded Bonds and (iii) pay the costs of issuance for the Bonds. The Paying Agent shall immediately transfer funds sufficient to cause the redemption of the Refunded Bonds. The Paying Agent shall retain an amount in the Bond Proceeds Fund sufficient to pay Costs of Issuance, as shall be specified in the Paying Agent Agreement and used to pay such costs of issuance in accordance with the Paying Agent Agreement.

Section 4.2 <u>Redemption of Refunded Bonds.</u> The Paying Agent is hereby authorized to take all necessary to effect the redemption of the Refunded Bonds and the, on the closing date, including the distribution of a Notice of Redemption, substantially in the form set forth as Exhibit A hereto

ARTICLE 5 PAYMENT OF BONDS; FLOW OF FUNDS

Section 5.1. Funds and Accounts. All of income and revenues earned or derived from the operation of the System shall continue to be deposited daily as the same may be collected in a separately identifiable fund or account heretofore established by the Parity Bond Resolutions and by this Resolution, and maintained with the regularly designated fiscal agent bank of the Issuer, designated as the "Revenue Fund." and the Revenue Fund shall be maintained, administered and expended in the following order of priority and for the following repress purposes:

(a) Operation and Maintenance Fund. There shall continue to be deposited in the Operation and Maintenance Fund maintained by the Issuer with its regularly designated fiscal agent bank amounts sufficient to pay from month to month, as the same become due and payable, Operation and Maintenance Expenses. Current Operation and Maintenance Expenses. Current Operation and Maintenance Expenses will not exceed the reasonable and necessary amount thereof.

(b) Sixting Fund. "The Parity of the Parity

and Maintenance Fund maintained by the Issuer with its regularly designated fiscal agent bank amounts sufficient to pay from month to month, as the same become due and payable, Operation and Maintenance Expenses. Current Operation and Maintenance Expenses. Current Operation and Maintenance Expenses. Will not exceed the reasonable and necessary amount thereof.

(b) Sinking Fund. The maintenance of a separately identifiable fund or account designated as the "Sinking Fund" previously established by virtue of the Parity Bond Resolutions, sufficient in amount to pay promptly and fully the principal of and the interest on the Bonds and the Parity Obligations, as they severally become due and payable, by transferring from funds in the Revenue Fund, after making the payments required by (a) above, to the Sinking Fund monthly on or before the twentieth (20th) day of each month of each year, a sum equal to one-situd (1/6) of the interest falling due on the Bonds and the Parity Obligations on any Principal Payment Date that occurs within the next ensuing twelve (12) months, together with such additional proportionate monthly sum as may be required to pay said principal and interest as the same become due. The Issuer is also obligated by the Series 2020 Bond Resolution to make certain payments attributable to administrative fees into the Sinking Fund. The Issuer shall continue the Parity Obligations payable from the Sinking Fund to the paying agent bank or banks for the Bonds and the Parity Obligations payable from the Sinking Fund, or directly to the Owners of the Bonds, on or before each Interest Payment Date, funds fully sufficient to pay promptly the principal and interest falling due on such date. However, if there is a Municipal Bond Insurance Policy in effect, the Issuer shall transfer to the Paying Agent, five (5) Business Days in advance of the Interest Payment Date, funds sufficient to pay promptly the principal of and interest falling due on the Bonds and the Parity Obligations payable from the Sinking Fund to t

(20th) day of each month of each year, a sum equal to five percent (5%) of the gross Revenues of the System for the preceding month, provided that such sum is available after provision is made for the payments required under paragraphs (a), (b) and (c) above and under the Series 2020 Bond Resolution. Such payments into the Renewal and Replacement Fund shall continue until such time as there has been accumulated in the Renewal and Replacement Fund the sum of Five Hundred Thousand Dollars (\$500,000) (the "Renewal and Replacement Hund Requirement"), whereupon such payments may cease and need be resumed thereafter only if the total amount of money on deposit in said fund is reduced below the Renewal and Replacement Fund Requirement; in which event such payments shall be resumed and continue until the Renewal and Replacement Fund Requirements necessary to properly operate the System, the money in the Renewal and Replacement Fund Requirements necessary to properly operate the System, the money in the Renewal and Replacement Fund shall reverse the such stafficient money in the Sinking Fund and Reserve Fund described in paragraphs (b) and (c) above, but the money in the Renewal and Replacement Fund shall never be used for the making of improvements and extensions to the System or for payment of principal or interest on Bonds if the use of the money will leave in the Renewal and Replacement Fund Shall engine of the revenue Fund after making the above-required payments and the payments required by the Series 2010 Bond Resolution may be used by the Issuer for the purposes are or are not in relation to the System.

Section 5.2 Replenishment of Funds. If at any time it shall be necessary to use moneys in the Reserve Fund, if any, or the Renewal and Replacement Fund for the purpose of paying principal of or interest on Bonds payable from the Sinking Fund as to which there would otherwise be default, then the moneys so used shall be replaced from the Revenues first thereafter received, not hereinabove required to be used for the purposes described in (a) and (b) above. If at any time there are sufficient moneys on deposit in the Sinking Fund, Reserve Fund and Renewal and Replacement Fund to retire all outstanding Bonds and Parity Obligations payable from the Sinking Fund by defeasance, by exercising the prepayment or redomption options provided by such Bonds and Parity Obligations or by purchase on the open market, the Issuer may utilize such funds for such purpose. Section 5.3 <u>Notification of Deficiencies.</u> As required by R.S. 39:1410.62 the Issuer will notify the State Bond Commission, in writing, whenever (i) transfers to any fund required to be established by this Resolution or any resolution authorizing the issuance of indebtedness of the Issuer have not been made timely, or (ii) principal, interest, premiums, or other payments due on the Bonds or any other outstanding indebtedness of the Issuer have not been made timely.

Section 5.4 Investment of Funds. All or any part of the moneys in the foregoing described funds and accounts may be invested in Government Securities, at the direct of the Issuer, the principal and interest on which are payable not later than the dates on which it is estimated that such moneys will be required hereunder; provided that moneys in the Reserve Fund may be invested in Government Securities maturing in five (5) years or less from the date of investment. All income derived from such investments shall be added to the money in said respective funds or to the Revenue Fund and such investments shall, to the extent at any time necessary, be liquidated and the proceeds thereof applied to the purpose for which the respective funds are herein created.

Government Securities enquired as an investment of moneys in any fund or account created hereunder shall be credited to such fund or account for the purpose of determining the amount in any fund or account at any time in accordance with this provision. All Government Securities credited to such funds or accounts shall be valued at the lesser of amortized cost (exclusive of accrued interest) or fair market value.

Section 5.5 Deposit of Funds and Security Therefor. All of the income and revenues to be earned om the operation of the System shall be deposited daily as provided in Section 5.1 hereof in the Revenue Fund, hich Fund shall be maintained separate and apart from all other funds of the Issuer. The Sinking Fund, the seerve Fund, if any, and the Renewal and Replacement Fund shall be held by the depository banks as special trust nds for the purposes provided in this Resolution, and all other funds shall be held by the designated banks as secial deposits for the purposes set forth in this Resolution, and subject to such reasonable instructions as the overning Authority may give in writing to the banks holding such funds. The Owners of the Bonds are hereby anted a lien on all funds established pursuant to the requirements of this Resolution until applied in the manner

herein provided. The moneys on deposit in all of the funds herein required shall at all times be secured to the full extent thereof by the banks or trust companies holding such funds by direct obligations of the United States of America or the State of Louisiana having a market value not less than the amount of moneys then on deposit in said funds.

ARTICLE 6 ISSUANCE OF PARITY OBLIGATIONS

Section 6.1 <u>Issuance of Parity Obligations; Parity Requirements.</u> The Issuer hereby covenants that it shall issue no other Bonds or obligations of any kind or nature payable from or enjoying a lien on any part of the Revenues having priority over or parity with the Bonds herein authorized, except that Parity Obligations may be issued hereafter if the following conditions are met:

(a) Refunding or Refinancing. The Bonds or any part thereof may be refunded and the refunding bonds so issued shall enjoy complete equality of lien with the portion of the Bonds which are not refunded, if there be any; provided, however, if the portion of the bonds so refunded and the refunding bonds require total principal and interest payments during any Fiscal Year in excess of the principal and interest which would have been required in such Fiscal Year to pay the portion of the Bonds freinded thereby, then such portion of the Bonds may not be refunded without the consent of the Owner of the Interfunded pottion of the Bonds (provided such consent shall not be required it such refunding bonds meet the requirements set forth in paragraph 6.1(b)).

(b) Parity Obligations. Additional Parity Obligations may be issued on a parity with the Bonds if all of the following conditions are met:

(i) The average Net Revenues for the two (2) completed Fiscal Years immediately preceding the issuance of the additional obligations must have been not less than one hundred twenty-five percent (125%) or 1.25 times the highest combined scheduled debt service requirements for any succeeding Bond Year on all Bonds, the Parity Obligations theretofore issued and then outstanding and any other bonds or obligations whise verteen outstanding which are payable from the Net Revenues (but not including obligations which have been refunded or provisions otherwise made for their fill and complete payment and prepayment), and the Parity Obligations so proposed to be issued. In making the calculation required by this subparagraph (b)(i), if the Issuer has adopted higher rates for water services on or before the date of issuance of the additional Parity Obligations, the calculation of average annual Net Revenues for the previous two (2) completed Fiscal Years my be made assuming such rates had been in effect during such period; The payments required to be made into the various funds provided in Section 5.1

(ii) The payments required to be made into une various running.

(iii) The existence of the facts required by paragraphs (i) and (iii) above must be determined and certified to by an independent firm of certified public accountants who has previously audited the books of the Issuer or by such successors as may be employed for that purpose. In making such determination in the event of an adjustment of Net Revenues due to a rate increase, there may be a reliance upon the calculation of the adjustment of Net Revenues as a result of increased rates as prepared by a recognized engineer or firm of engineers employed for the surpose. such purpose.

(iv) The parity obligations must be payable as to principal on April 1 of each year in which the principal falls due and payable as to interest on April 1 and October 1 of each year.

(v) The proceeds of the Parity Obligations must be used solely for the making of improvements, extensions, renewals, replacements or repairs to the System or to refund obligations issued for such purpose.

(c) The requirements of Section 6.1(a) hereof will have been met prior to the Delivery Date of the Bonds or the certification by an independent firm of certified public accountants and by the Issuer, as required by Section 6.1(b) hereof, will be made prior to the delivery of the Bonds, unless waived by the owners of the Pairty Oblications.

owners of the Parity Obligations. ARTICLE 7 RATES AND CHARGES; RATE COVENANT; COVENANTS AS TO THE OPERATION OF THE SYSTEM

Operation of the System. The Issuer will maintain the System in good repair and Section 7.1

Section 7.2 <u>Water Charges and Connections.</u> The Issuer, acting in the exercise of its police powers, shall take all action necessary to require every owner, tenant or occupant of each lot or parcel of land within the geoparphical boundaries of the Issuer which abuts upon a street or other public way containing a water line and upon which lots or parcels of a building shall have been constructed for residential, commercial or industrial use, to connect said building with the System and to cease to use any other method for the supply of water which can be handled by the System. All such connections shall be made in accordance with the rules and regulations to be adopted from time to time by the Issuer, which rules and regulations may provide for an inspection charge to assure adopted from time to time by the issuer, which rules and regulations may provide for an inspection charge to assure the proper making of such connection.

The Issuer will not furnish or supply or cause to be furnished or supplied any use, capacity or service of the System free of charge to any person, firm, corporation (public or private), public agency or instrumentality.

In addition to all other rights and remedies available to be used for the enforcement of water charges and for the compelling of the making of water connections as aforesaid, the Issuer covenants that it shall exercise and enforce promptly and efficiently all rights given it under the laws of the State for the enforcement and collection of such charges:

Section 7.3 Rate Covenant. The Issuer will enact, maintain and enforce an ordinance or resolution imposing User Fees and will enact, maintain and enforce a water use ordinance or resolution or similar proceeding that satisfies the requirements of all applicable regulations.

The Issuer, through its Governing Authority, hereby covenants to fix, establish, maintain, levy and collect User Fees, so long as any principal and interest is unpaid on the Bonds and any Parity Obligations, and to revise the same from time to time whenever necessary as will always (i) provide Revenues in each Fiscal Year sufficient to pay Operation and Maintenance Expenses in each Fiscal Year (ii) provide Post when the Staff Year sufficient to pay Operation and Maintenance Expenses in each Fiscal Year (Fee Free Year) (1976) of the required deposits to the Sniking Fund established in the Parity Bond Resolutions, this Resolution and any resolution relating to additional Parity Obligations in each Fiscal Year (iii) provide for all other payments required for such Fiscal Year with Resolution, the Parity Bond Resolutions and any resolution relating to additional Parity Obligations; and (iv) pay all other obligations payable out of the Revenues for such Fiscal Year Such resist (See Frents or other charges shall not at any time be reduced so as to be insufficient to provide adequate Revenues for the foregoing purposes. 4 Annual Review of User Fees. At least annually the Issuer shall review the adequate the requirements of Section 7.3 for the next succeeding Fiscal Year.

Section 7.5 <u>Enforcement of User Fees.</u> Except as provided herein, nothing in this Resolution or in the Bonds shall be construed to prevent the Issuer from altering, amending or repealing from time to time as may be necessary any ordinance setting up and establishing a schedule or schedules of User Fees, said alterations, amendments or repeals to be conditioned upon the continued preservation of the rights of the Owners with respect to the Revenues of the System, not alone for the payment of the principal of and interest on the Bonds, but to give assurance and insure that the Revenues, together with such other lawfully available funds as are used by the Issuer for such purposes, shall be sufficient at all times to meet and fulfill the other provisions stated and specified in Section 5.1 of this Resolution.

for such purposes, shall not be sufficient at all times to meet and fulfill the other provisions stated and specified in Section 5.1 of this Resolution. The Issuer agrees that all charges owed by any individual, partnership or corporation for water services rendered by the System shall be billed as a separate irem and collected and accounted for separately from any other utility services or charges provided by the Issuer. Failure of any individual, partnership or corporation to pay said charges within thirty (30) days of the date on which it is due shall cause such charge to become delinquent; the Issuer further agrees that if such delinquent charge, with interest and penalties accrued thereon, is not paid within twenty (20) days from the date on which it became delinquent, the Issuer will discontinue water services to the affected premises. The Issuer further agrees that the Issuer and the Governing Authority and its officials, agents and employees will do all things necessary and will take advantage of all remedies afforded by law to collect and enforce the prompt payment of all charges made for services rendered by the System. All delinquent charges for such services shall, on the date of delinquency, have added thereto a penalty in such amount as may be determined by the Governing Authority, and the amount so due, including any penalty charge, may, in the discretion of the Governing Authority, and the amount so due, including any penalty charge, may, in the discretion of the Governing Authority, after thirty (30) days from the date of delinquency, bear interest at the rate of at least six percent (6%) per annum. If services shall be discontinued as above provided, the customer shall, in addition to paying the delinquent charges, penalties and interest, if any, pay as a condition precedent to the resumption of service, a r

charges, penalties and interest, if any, pay as a condition preceden to the result of the charge as determined by the Governing Authority.

It is further understood and agreed that the schedule of User Fees being charged as of the date of the adoption of this Resolution for services and facilities rendered by the System, except as shall be increased by the Issuer from time to time, shall remain in effect and neither said existing schedule nor any subsequent schedule shall be reduced at any time unless all payments required for all funds by this Resolution, including any deficiencies for propayments, have been fully made, and, unless such schedule as a reduced will, in each year thereafter, produce sufficient Revenues to meet and fulfill the other provisions stated and specified in Section 5.1 hereof.

Section 7.6 <u>Right to Pledge Revenues; Rank of Lien.</u> In providing for the issuance of the Bonds herein authorized, the Issuer does hereby covenant and warrant that it is lawfully seized and possessed of the System, that it has a legal right to pledge the Revenues therefrom as herein provided, that the Bonds will have a lien and privilege on said Revenues subject only to the prior payment from such Revenues or from other lawfully available sources of all reasonable and necessary costs and expenses of operation and maintenance of the System and payments due on Parity Obligations. Section 7.7 Budget: Audit. As long as any of the Bonds are outstanding and unpaid in principal or interest, the Issuer shall prepare and adopt a budget prior to the beginning of each Fiscal Year and shall furnish a copy of such budget within thirty (30) days after its adoption to the Owners of any of the Bonds who request the same. Not later than nine (9) months after the close of each Fiscal Year, unless such date is extended pursuant to the laws of the State of Louisiana or by virtue of an Executive Order of the Governor of the State of Louisiana in the event of a natural disaster or similar event, the Issuer shall cause an audit of its books and accounts by an independent firm of certified public accountants showing the receipts and disbursements made by the Issuer during the previous Fiscal Year. Such audit shall be available for inspection by the Owner of any of the Bonds. The Issuer further agrees that the Paying Agent and the Owner(s) of the Bonds shall have at all reasonable times the right to inspect the System and the records, accounts and data of the Issuer relating thereto.

inspect the System and the records, accounts and data of the Issuer relating thereto.

Section 7.8

Rights of Bondholders: Appointment of Receiver in Event of Default. The Owners of the Bonds from time to time shall be entitled to exercise all rights and powers for which provision is made in the laws of the State. Any Owners of the Bonds or any trustee acting for such Owners in the manner hereinafter provided, may, either at law or in equity, by suit, action, mandamus or other proceeding in any court of competent principion, and may enforce and competent principion, and may enforce and competent performance of all duties required by this Resolution, or by any applicable statutes to be performed by the Issuer or by any agency, board or officer thereof, including the fixing, changing and collecting of rentlas, fees or other charges for the use of the System, and in general to take any action necessary to most effectively protect the rights of the said Owners.

In the event that default shall be made in the payment of the interest on or the principal of any of the Bonds as the same shall become due, or in the making of the payments into the Sinking Fund or Reserve Fund or any other payments required to be made by this Resolution, or in the event that the Issuer or any agency, board, officer, agent or employee thereof shall fail or refuse to comply with the provisions of this Resolution or shall default is any covenant made herein, and in the further event that any such default shall continue for a period of thirty (30) days after written notice, any Owner of such bonds or any trustee appointed to represent such Owners as hereinafter provided, shall be entitled as of right to the appointment of a receiver of the System in an appropriate judicial proceeding in a count of competent jurisdiction.

The receiver so appointed shall forthwith directly or by his agents and attorneys, enter into and upon and take possession of the System, and each and every part thereof, and in the name of the Issuer shall exercise all the

Resolution.

Whenever all that is due upon the Bonds and interest thereon, and under any covenants of this Resolution for reserve, sinking or other funds, and upon any other obligations and interest thereon, having a charge, lien or encumbrance upon the fees, rentals or other revenues of the System, shall have been paid and made good, and all defaults under the provisions of this Resolution shall have been cured and made good, possession of the System shall be surrendered to the Issuer upon the entry of an order of the court to that effect. Upon any subsequent default,

any Owner of Bonds, or any trustee appointed for Owners as hereinafter provided, shall have the same right to secure the further appointment of a receiver upon any such subsequent default.

Such receiver shall in the performance of the powers hereinabove conferred upon him be under the direction and supervision of the court making such appointment, shall at all times be subject to the orders and decrees of such court, and may be removed thereby and a successor receiver appointed in the discretion of such court. Nothing herein contained shall limit or restrict the jurisdiction of such court to enter such other and further orders and decrees as such court may deem necessary or appropriate for the exercise by the receiver of any function not specifically set forth herein.

not specifically set forth herein.

Any receiver appointed as provided herein shall hold and operate the System in the name of the Issuer and for the joint protection and benefit of the Issuer and Owners of the Bonds. Such receiver shall have no power to sell, assign, mortgage or otherwise dispose of any property of any kind or character belonging or pertaining to the System but the authority of such receiver shall be limited to the possession, operation and maintenance of the System for the sole purpose of the protection of both the Issuer and Owners and the curing and making good of any default under the provisions of this Resolution, and the title to and the ownership of the System shall remain in the Issuer, and no court shall have any jurisdiction to enter any order or decree permitting or requiring such receiver to sell, mortgage or otherwise dispose of any property of the System except with the consent of the Issuer and in such manner as the court shall direct.

COURT Shall direct.

The Owner or Owners of Bonds in an aggregate principal amount of not less than twenty-five percent (25%) of Bonds issued under this Resolution then outstanding may, by a duly executed certificate, appoint a trustee for the Owners with authority to represent such Owners in any legal proceedings for the enforcement and protection of the rights of such Owners. Such certificate shall be executed by such Owners, or by their duly authorized attorneys or representatives, and shall be filed in the office of the Issuer.

UNITLA NEVENT OF DEFAULT SHALL HAVE OCCURRED, THE ISSUER SHALL RETAIN FULL POSSESSION AND CONTROL OF THE SYSTEM WITH FULL RIGHT TO MANAGE, OPERATE AND USE THE SAME AND EVERY PART THEREOF WITH THE RIGHTS APPERTAINING THERETO, AND TO COLLECT AND RECEIVE, AND, SUBJECT TO THE PROVISIONS OF THIS RESOLUTION, TO TAKE, USE AND ENORY AND DISTRIBUTE THE EARNINGS, INCOME, RENT, ISSUE AND PROFITS ACCRUING ON OR DERIVABLE FROM THE SYSTEM.

Section 7.9 Limitations on Sale, Lease or Other Disposition of Property. So long as any of the Bonds are outstanding and unpaid in principal or interest, the Issuer shall be bound and obligated not to sell, lease, encumber or in any manner dispose of the System or any substantial part thereof; provided, however, that this covernant shall not be construed to prevent the disposal by the Issuer of property which in its judgment has become worn out, unserviceable, obsolete, unsuitable or unnecessary in the operation of the System, when other property of equal utility is substituted therefor or the sale price thereof is deposited in the Renewal and Replacement Fund.

The Issuer will maintain title to or the possession of the System. All movable property necessary for the operation of the System will remain free of all liens except liens necessary to secure the purchase of said movable equipment provided that the cumulative amount of said liens does not at any time exceed \$25,000.

Section 7.10 Competitive Franchises. So long as the Bonds are Outstanding, the Issuer obligat rant a franchise to any utility for operation within the boundaries of the Issuer which would render:

not to grant a franchise to any utility for operation within the boundaries of the Issuer which would render services or facilities in competition with the System, and also obligates itself to oppose the granting of any such franchise by any other public body having jurisdiction over such matters. Further, the Issuer shall maintain its identity and existence as a political subdivision so long as any of the Bonds remain outstanding. section 7.11 <u>Insurance; Fidelity Bonds.</u> So long as the Bonds are outstanding, the Issuer will maintain to be maintained in force insurance policies and fidelity bonds as are customary for a governmental Section 7.11 operator of a water system.

Section 7.12 Retention of Consulting Engineer in Case of Certain Defaults. The Issuer covenants and agrees that, in the event it should fail to derive sufficient income from the operation of the System to make the required monthly payments into the funds established by Section 5.1 hereby, it will retain a Consulting Engineer on a continuous basis until all defaults are cured, for the purpose of providing for the Issuer continuous engineering counsel in the operation of its System. Such Consulting Engineer shall be retained under contract at such reasonable compensation as may be fixed by the Governing Authority, and the payment of such compensation shall be considered to be one of the costs of maintaining and operating the System. Any Consulting Engineer appointed under the provisions of this Section may be replaced at any time by another Consulting Engineer appointed or

retained by the Issuer, with the consent and approval of the Owners of a majority of the outstanding principal

retained by the Issuer, with the consent and approval of the Owners of a majority of the outstanding principal amount of the Bonds herein authorized.

The Consulting Engineer shall prepare, within ninety (90) days after the close of each Fiscal Year, a comprehensive operating report, which report shall contain therein or be accompanied by a certified copy of an audit of the preceding Fiscal Year prepared by the Issuer's certified public accountants, and in addition thereto, shall report upon the operations of the System, during the preceding Fiscal Year, the maintenance of the properties, the efficiency of the management of the System, the proper and adequate keeping of books of record and account, the adherence to budget and budgetary control provisions, the adherence to the provisions of this Resolution and all other things having a bearing upon the efficient and profitable operation of the System, and shall include whatever criticism of any phase of the operation of the System and shall include whatever criticism of any phase of the operation and the making of repairs, renewals, replacements, extensions, betterments and improvements as the Consulting Engineer may deem proper. Copies of such report shall be placed on file with the Issuer and sent to the Owners of the Bonds, and shall be open to inspection by any Owners of any of the Bonds. It shall be the duty of the Consulting Engineer to pass on the economic soundness or feasibility of any extensions, betterments, improvements, expenditures or purchases of equipment and materials or supplies that will involve the expenditure of more than One Thousand Dollars (\$1,000.00), whether in one or more than one order, and whether authorized by a budget or not, from funds on deposit in the Renewal and Replacement Fund, and the Consulting Engineer shall devise and prescribe a form or forms wherein shall be set forth his or its approval in Consulting Engineer shall devise and prescribe a form or forms wherein shall be set forth his or its approval in certificate form, copies of which shall be filed with the Issuer and the depository for the Renewal and Replacement Fund. Not less than sixty (60) days before the close of each Fiscal Year, the Consulting Engineer shall submit to

Not less than sixty (60) days before the close of each Fiscal Year, the Consulting Engineer shall submit to the Governing Authority a suggested budget for the ensuing year's operation of the System and shall submit recommendations as to the schedule of rates and charges for water services supplied by the System, taking into account any other lawfully available funds of the Issuer that may be available for such purposes. A copy of the suggested budget and recommendations shall also be furnished by the Consulting Engineer directly to the Owners. Such recommendations as to rates and charges, consistent with the requirements relating thereto contained herein, shall be followed by the Givening Authority insofar as practicable and all other recommendations shall be signed as the state of the consistency of the contained shering a shall be substantially followed, except for good and reasonable causes. No expenditures for the operation, maintenance and repair of the System in excess of the amounts stated in the budget shall be made in any year, except upon the certificate of the Consulting Engineer that such expenditures are necessary and essential to the continued operation of the System.

It shall be the duty of the Consulting Engineer to prescribe a system of budgetary control along with forms for excressing of such control which shall be utilized by the manager or superintendent of the System and his staff, and the manager or superintendent shall cause to be prepared monthly reports not later than the twentieth (20th) day of each month, for the preceding month's business and operation of the System, which reports shall be submitted to the Consulting Engineer, who shall prepare an analysis of each such report, which analysis shall be filed monthly as expeditiously as possible with the chief financial officer of the Issuer, the manager or superintendent and with the Owners of the Bonds.

of the Bonds. In the event the Governing Authority shall fail to select and retain a Consulting Engineer in accordance first paragraph of this Section within thirty (30) days after the occurrence of the conditions prescribed then, upon the petition of the Owners of twenty-rive percent (25%) of the aggregate principal amount of the new outstanding, the Governing Authority shall select and retain such Consulting Engineer as is named in the of the Owners.

Section 8.1 <u>Disclosure Under SEC Rule 15c2-12</u>. The Issuer will be required to comply with the continuing disclosure requirements described in the Rule 15c2-12(b) of the Securities and Exchange Commission 17 CFR §240.15c2-12(b). The Executive Officers are hereby authorized to execute and deliver an appropriate continuing disclosure certificate pursuant thereto.

ARTICLE 8 CONTINUING DISCLOSURE AND TAX MATTERS

Section 8.2 General Tax Covenants. The Issuer covenants and agrees that it will not take any action, fail to take any action, or permit any action within its control to be taken, or permit at any time or times any of the proceeds of the Bonds or any other funds of the Issuer to be used directly or indirectly in any manner, the effect of which would be to cause the Bonds to be "arbitrage bonds" or would result in the inclusion of the interest on any of the Bonds in gross income under the Code, including, without limitation, (i) the failure to comply with the limitation on investment of Bond proceeds; (ii) the failure to pay any required rebate of arbitrage earnings to the United States

of America; or (iii) the use of the proceeds of the Bonds in a manner which would cause the Bonds to be "private Section 8.3 Qualified Tax-Exempt Obligations. The Executive Officers are hereby authorized to designate some or all of the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code.

ARTICLE 9 SUPPLEMENTAL BOND RESOLUTIONS

Section 9.1 <u>Supplemental Resolutions Effective Without Consent of Owners</u>. For any one or more of the following purposes and at any time from time to time, a resolution or ordinance supplemental hereto may be adopted, which, upon the filing with the Registrar and any rating agency which is then rating the Bonds, of a notice thereof at least fifteen (15) days prior to the adoption thereof, and thereafter with a certified copy thereof, but without any consent of Owners, shall be fully effective in accordance with its terms.

centering to de observed by the Issuer which are not contrary to or inconsistent with the toffere in effect;

(b) to add to the limitations and restrictions in the Resolution other liming to be observed by the Issuer which are not contrary to or inconsistent with the I

theretofore in effect;

(c) to surrender any right, power or privilege reserved to or conferred upon the Issuer by the terms of the Resolution, but only if the surrender of such right, power or privilege is not contrary to or inconsistent with the covenants and agreements of the Issuer contained in the Resolution;

(d) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision of the Resolution;

(e) to insert such provisions clarifying matters or questions arising under the Resolution as are necessary or desirable and are not contrary to or inconsistent with the Resolution as theretofore in effect.

Supplemental Resolutions Effective With Consent of Owners. Except as provided in

Section 9.2 Supplemental Resolutions Effective With Consent of Owners. Except as provided in Section 9.1, any modification or amendment of the Resolution or of the rights and obligations of the Issuer and of the Owners of the Bonds hereunder, in any particular, may be made by a supplemental resolution, with the written consent of the Owners of a majority of the Outstanding principal amount of the Bonds at the time such consent is given. The Issuers shall give a notice thereof to the Registrar and nay rating agency which is then rating the Bonds, at least fifteen (15) days prior to the adoption thereof, and thereafter shall furnish to said persons a certified copy thereof. No such modification or amendment shall permit a change in the terms of prepayment or maturity of the principal of any outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or the prepayment price thereof or in the rate of interest thereon without the consent of the Owner of slat of the Owner of which is required to effect any such modification or amendment, or change the obligation of the Issuer to levy and collect User Fees as provided herein, without the consent of the Owners of all of the Bonds then outstanding, or shall change or modify any of the rights or obligations of the Registrar without its written assent thereto.

Section 10.1 Events of Default. If one or more of the following events (in this Resolution called "Events of Default") shall happen, that is to say, (a) if default shall be made in the due and punctual payment of the principal of any Bond when and as the same shall become due and payable, whether at maturity or otherwise; or (b) if default shall be made in the due and punctual payment of any installment of interest on any Bond when and as such interest installment shall become due and payable; or (c) if default shall be made by the Issuer in the performance or observance of any other of the covenants, agreements or conditions on its part in the Resolution, any supplemental resolution or in the Bonds contained and such default shall continue for a period of forty-five (45) days after written notice thereof to the Issuer by the Owners of not less than twenty-five percent (25%) of the Outstanding principal amount of the Bonds; or if the Issuer shall file a petition or otherwise seek relief under any Federal or State bankruptcy law or similar law; then, upon the happening and continuance of any Event of Default the Owners of the Bonds shall be entitled to exercise all rights and powers for which provision is made under

Section 11.1 Paying Agent: Appointment and Acceptance of Duties.

(a) The Issuer may appoint a Paying Agent for the Bonds issued pursuant to this Resolution or supplemental resolution. The Issuer hereby designates Hancock Whitney Bank as the Paying Agent for the Bonds (b) Each Paying Agent shall signify its acceptance of the duties and obligations imposed upon it this Resolution or any supplemental resolution by executing and delivering to the Issuer a written acceptathereof (c) The principal offices of the Paying Agent for a particular series of Bonds are designated as the ve offices or agencies of the Issuer for the payment of the interest on and principal or Redemption Price of

respective offices or agencies of the Issuer to the Paramount such Bonds.

(d) The Executive Officers of the Issuer are hereby empowered to execute on behalf of the Issuer appropriate contracts with the Paying Agent as may be appointed from time to time by the Governing Authority.

Section 11.2 Responsibilities of Fiduciaries. The recitals of fact in this Resolution and in the Bonds contained shall be taken as the statements of the Issuer and no fiduciary assumes any responsibility for the correctness of the same. No fiduciary makes any representations as to the validity or sufficiency of this Resolution or of any Bonds or in respect of the security afforded by this Resolution, and no fiduciary shall rura my liability in respect thereof. No fiduciary shall be under any responsibility or duty with respect to the issuence of the Bonds or the application of the process thereof or the application of any moneys paid to the Issuer of for any losses incurred upon the sale or redemption of any securities purchased for or held in any fund or account under this Resolution. No fiduciary shall be under any responsibility or duty with respect to the application of any moneys paid to any other fiduciary. No fluduciary shall be liable in connection with the performance of its duties under this Resolution except for its own misconduct, negligence or default.

Section 11.3 Evidence on Which Fiduciaries May Act.

(a) Each fiduciary shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bond or other paper or document believed by it to be genuine, and to have been signed or presented by the proper party or parties. Each fiduciary may consult with counsel, who may or may not be counsel to the Issuer, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by such fiduciary under this Resolution in good faith and in accordance therewith.

(b) Whenever any fiduciary shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Resolution, such matter (unless other evidence in respect thereof be therein specifically prescribed) may be deemed to be conclusively proved and established by a certificate of an Executive Officer, and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Resolution upon the faith thereof; but in its discretion the fiduciary may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as to it may seen reasonable.

ble.

(c) Except as otherwise expressly provided in this Resolution, any request, order, notice or other nequired or permitted to be furnished pursuant to any provision thereof by the Issuer to any fiduciary shall ciently executed if executed in the name of the Issuer by an Executive Officer.

Section 11.4 <u>Certain Permitted Acts.</u> Any fiduciary may become the owner of any Bonds or any other obligations of the Issuer with the same rights it would have if it were not a fiduciary. To the extent permitted by law, any fiduciary may act as depositary for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Bondowners or the owners of any other obligations of the Issuer or to effect or aid in the enforcement of the Bonds or any other obligations of the Issuer or ARTICLE 12
MUNICIPAL BOND INSURANCE POLICY AND RESERVE FUND ALTERNATE INVESTMENT

Section 12.1 <u>Municipal Bond Insurance Policy and Reserve Fund Alternate Investment.</u>

ripal Bond Insurance Policy and/or Reserve Fund Alternate Investment is elected, the Executive Office y authorized to execute an insurance agreement setting forth the terms and conditions thereof.

Section 13.1 <u>Defeasance.</u> If the Issuer shall pay or cause to be paid to the Owners of all Bonds then Outstanding the principal and interest and prepayment premium, if any, to become due thereon, at the times and in the manner stipulated therein and in the Resolution, then the covenants, agreements and other obligations of the Issuer to the Owners shall be discharged and satisfied. In such event, the Registrar shall, upon the request of the Issuer, execute and deliver to the Issuer all such instruments as may be desirable to evidence such discharge and satisfaction and the Registrar shall pay over or deliver to the Issuer all moneys, securities and finants held by them pursuant to the Resolution which are not required for the payment of prepayment of Bonds or interest installments for the payment or or prepayment of Bonds or interest installments for the payment or otherwise) at the maturity date thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section if they have been defeased using Defeasance Obligations pursuant to Chapter 14 of Tritle 39 of the Louisiana Revised Statutes of 1950, as amended, or any successor provisions thereto.

Section 13.2 Official Statement. The preparation and distribution of the Preliminary Official Statement and the Official Statement of the Issuer relating to the Bonds containing security features, other pertinent information as deemed necessary, advisable or desirable and detailed and comprehensive financial and statistical data, is hereby ratified and approved. The costs of the preparation, printing, and distribution of the Preliminary Official Statement and the Official Statement shall be paid from the proceeds of the Bonds.

Section 13.3 <u>Parties Interested Herein</u>. Nothing in the Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any person or corporation, other than the Issuer, the Registrar and the Owners of the Bonds any right, remedy or claim under or by reason of the Resolution or any covenant, condition or stipulation thereof; and all the covenants, stipulations, promises and agreements in the Resolution contained by and on behalf of the Issuer, shall be for the sole and exclusive benefit of the Issuer, the Registrar and the Owners of Section 13.4 No Recourse on the Bonds. No recourse shall be had for the payment of the principal of reson the Bonds or for any claim based thereon or on this Resolution against any member of the Governing rity or officer of the Issuer or any person executing the Bonds.

Section 13.5 Successors and Assigns. Whenever in this Resolution the Issuer is named or referred to, it shall be deemed to include its successors and assigns and all the covenants and agreements in this Resolution contained by or on behalf of the Issuer shall bind and enure to the benefit of its successors and assigns whether so expressed or not.

Section 13.6 <u>Severability.</u> In case any one or more of the provisions of the Resolution or of the Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of the Resolution or of the Bonds, but the Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provision enacted after the date of the Resolution which validates or makes legal any provision of the Resolution or the Bonds which would not otherwise be valid or legal shall be deemed to apply to the Resolution and to the Bonds.

Section 13.7 <u>Execution of Documents</u>. The Executive Officers are hereby authorized to negotiate, execute and deliver any and all documents necessary to the issuance, sale and delivery of the Bonds within the parameters set forth herein, including, but not limited to, the Paying Agent Agreement, the Bond Purchase Agreement and the Escrow Agreement.

Section 13.8 <u>Publication of Resolution; Peremption.</u> This Resolution shall be published one time in the official journal of the Issuer, or if there is none, in a newspaper having general circulation in the Issuer. As provided in Article VI, Section 35(B) of the Louisiana Constitution of 1974, as amended, for thirty (30) days after the date of publication any person in interest may contest the legality of this Resolution and of any provision herein made for the security and payment of the Bonds. After that time, no one shall have any cause of action to test the regularity, formality, legality, or effectiveness of this Resolution, and the provisions hereof for any cause whatever.

Section 13.9 <u>Effective Date</u>. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION having been submitted to a vote, the vote thereon was as follows

WHEREUPON, this Resolution was declared to be adopted by the Governing Authority on this 23rd day of Stanley Spillman

> EXHIBIT A
> FORM OF NOTICE OF REDEMPTION WARD TWO WATER DISTRICT. LIVINGSTON PARISH, LOUISIAN WATER REVENUE BONDS, SERIES DATED: _____, 20__

NOTICE IS HEREBY GIVEN that in accordance with the provisions of a Resolution adopted on ____, 20 ___ by Ward Two Water District, Livingston Parish, Louisiana (the "Issuer"), the above-captioned bonds (the "Refunded Bonds") are hereby called for redemption in the stated portions by the Issuer on _____, 2010 (the "Redemption Date") at a redemption price of the principal amount thereof together with interest to the Redemption Date. Interest will cease to accrue on the Refunded Bonds from and after the Redemption Date. Principal Being Redeemed Total Principal Outs (as of Redemption Date) Maturity Date

Payment of the Refunded Bonds will be made upon presentation and surrender thereof to Hancock Whitney Bank, as paying agent for the Issuer's Water Revenue Bonds, Series 20_ (the "Paying Agent"). The Refunded Bonds should be presented at the office of the Paying Agent at the following address:

Delivery by U.S. Mail or Hand/Overnight

Hancock Whitney Bank

Redemption of the Refunded Bonds is conditional upon receipt by the Paying Agent on or prior to the Redemption Date of proceeds from the Issuer's Water Revenue Bonds, Series 20 in an amount sufficient to pay the principal and interest on the Refunded Bonds. If such moneys have not been received on or prior to the Redemption Date, this Notice of Redemption will be of no force and effect and the Borrower will not be required to redeem the Refunded Bonds. IMPORTANT INFORMATION

EXHIBIT B FORM OF BOND

The Issuer shall cause to be kept at the principal office of the Paying Agent a register (the "Bond Register") in which registration of the Bond and of transfers of the Bond shall be made as provided in the Bond Resolution. This Bond may be transferred, registered and assigned only on the Bond Register, and such registration shall be at the expense of the Issuer. This Bond may be assigned by the execution of the assignment form hereon or by other instrument of transfer and assignment acceptable to the Paying Agent. A new Bond or Bonds will be delivered by the Paying Agent to the last assignee (the new registered owner) in exchange for this transferred and assigned Bond after receipt of this Bond to be transferred in proper form. Such new Bond or Bonds shall be in the denomination of \$5,000 or any integral multiple thereof within a single maturity. Neither the Issuer nor the Paying Agent shall be required to issue, register, transfer or exchange any Bond during a period beginning at the opening of business on the Interest Payment Date and ending at the close of business on the Interest Payment Date.

The Bonds, equally with the Issuer's (i) Water Revenue Bonds, Series 2012A, (ii) the Refunded Bonds not refunded, and (iii) Water Revenue Bonds, Series 2020, are payable as to both principal and interest solely by a pledge of the revenues of the Issuer's water system, as more fully described in the Bond Resolution (the "System"), after there have been deducted therefrom the reasonable and necessary expenses of operating and maintaining the System (the "Net Revenues"). The Bonds constitute a borrowing solely upon the credit of said revenues of the System and do not constitute an indebtedness or pledge of the general credit of the Issuer within the meaning of any constitutional or statutory limitation of indebtedness. Subject to the foregoing, the Net Revenues are irrevocably and irrepealably pledged in an amount sufficient for the payment of this Bond and the issue of which it forms a part in principal and interest as they shall respectively become due and payable, and for the other purposes set forth in the Bond Resolution. The Net Revenues shall be set aside in the funds and accounts described in the Bond Resolution and shall be and remain so pledged for the security and payment of the Bonds in principal and interest, and for all other payments provided in the Bond Resolution, until the Bonds shall be fully paid and discharged.

Subject to the additional provisions set forth in the Bond Resolution, the governing authority of the Issuer has covenanted and agreed and does hereby covenant and agree to fix, establish and maintain such rates and collect such fees, rents or other charges for the services and facilities furnished by the System, as shall be sufficient to provide for the payment of all reasonable and necessary expenses of operation and maintenance of the System, to provide for the payment of interest on and principal of all bonds or other obligations payable therefrom as and when the same shall become due and payable, for the creation of a reserve therefor, and for the provision of a reserve to care for extensions, additions, improvements, renewals and replacements necessary to properly operate the System. For a more complete statement of the revenues from which and conditions under which this Bond is payable, and the general covenants and provisions pursuant to which this Bond is issued, reference is hereby made to the Bond Resolution.

It is certified that this Bond is authorized by and is issued in conformity with the requirements of the Constitution and statutes of this State. It is further certified, recited and declared that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond and the issue of which it forms a part to constitute the same legal, binding and valid obligations of the Issuer have existed, have happened and have been performed in due time, form and manner as required by law, and that the indebtedness of the Issuer, including this Bond and the issue of which it forms a part, does not exceed the limitations prescribed by the Constitution and statutes of the State of Louisiana.

IN WITNESS WHEREOF, the Board of Commissioners of Ward Two Water District, Parish of Livingston, Louisiana, acting as the governing authority of the Issuer, has caused this Bond to be signed by its President sted by its Secretary-Treasurer, and this Bond to be dated as of the Dated Date set forth above.

WARD TWO WATER DISTRICT,

PARISH OF LIVINGSTON,

STATE OF LOUISIANA ATTEST:

PAYING AGENT'S CERTIFICATE OF REGISTRATION

HANCOCK WHITNEY BANK Baton Rouge, Louisiana

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned, hereby sells, assigns and transfers unto _ Please Insert Social Security or other Identifying Number of Assignee

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or ben under the Bond Resolution until the certificate of registration hereon shall have been signed by the Paying Agent.

This Bond is one of the Bonds referred to in the within-mentioned Bond Ordinance

THURSDAY, MARCH 11, 2021

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints attorney or agent to transfer the within Bond on the books kept for registration batter.

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatever. LEGAL OPINION CERTIFICATE

I, the undersigned Secretary-Treasurer of the Board of Commissioners of Ward Two Water District, Parish of Livingston, acting as the governing authority of the Issuer, do hereby certify that the following is a true copy of the complete legal opinion of Butler Snow LLP, Bond Counsel, the original of which was manually executed, dated and issued as of the date of payment for and delivery of the original bonds of the issue described therein and was delivered to the Purchaser thereof.

I further certify that an executed copy of the above legal opinion is on file in my office, and that an executed copy thereof has been furnished to the Paying Agent for this Bond. Secretary-Treasurer

STATE OF LOUISIANA PARISH OF LIVINGSTON

I, the undersigned Secretary-Treasurer of Ward Two Water District, Parish of Livingston, State of Louisiana (the "Issue"), do hereby certify that the foregoing constitutes a true and correct copy of a Resolution adopted by the governing authority of the Issuer on February 23, 2021, authorizing the issuance of not to exceed Fifteen Million Dollars (\$15,000,000) of Water Revenue Refunding Bonds, in one or more series, of Ward Two Water District, Parish of Livingston, State of Louisiana; prescribing the form, fixing the details and providing for the payment of principal of and interest on such Bonds; authorizing the execution of a Paying Agent Agreement, Bond Purchase Agreement and any other documents and instruments necessary in connection with the issuance and sale of the Bonds; approving the distribution of a Preliminary Official Statement and an Official Statement; and providing for other matters in connection therewith. IN FAITH WHEREOF, witness my official signature and the impress of the official seal of Ward Two Water District, Parish of Livingston, State of Louisiana, on this, the 23rd day of February, 2021.

/s/ Stanley Spillman Stanley Spillman, Secretary-Treasurer

(SEAL)

PUBLIC NOTICE LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY (LDEQ) CITY OF WALKER / CITY OF WALKER WASTEWATER TREATMENT PLANT DRAFT LOUISIANA SEWAGE SLUDGE AND BIOSOLIDS USE OR DISPOSAL PERMIT

The LDEQ, Office of Environmental Services, is accepting written comments on a draft Louisiana Sewage Sludge and Biosolids Use or Disposal Permit prepared for the City of Walker / City of Walker Wastewater Treatment Plant, P.O. Box 217, Walker, LA 70785. The facility is a publicly owned treatment works (POTW) and generator of sewage sludge located at 12923 Pleasant Ridge Drive in Walker, Livingston Parish. The LDEQ, Office of Environmental Services prepared the draft Louisiana Sewage Sludge and Biosolids Use or Disposal Permit for the City of Walker to prepare sewage sludge generated at the City of Walker Wastewater Treatment Plant to produce Exceptional Quality Biosolids for beneficial use. Upon expiration of the comment period, the Administrative Authority will issue a final permit decision.

Comments and requests for a public hearing or notification of the final decision can be submitted via personal delive U.S. mail, email or fax. Comments and requests for public hearings must be received by 4:30 pm CST, Thursd. April 18, 2021. Delivery may be made to the drop-box at 602 N. 5° St., Batton Rouge, LA 70802. U.S. mail may be so to LDEQ. Public Participation Group in writing at LDEQ. PO. Box 4313, Batton Rouge, LA 70821-4313. Emails may submitted to [DeQ.PUBLICNOTIES.Sid.A.GOQ and faxes sent to (225) 219-3309.

Please see additional instructions for comments submission, hand delivery and information regarding electronic submission at http://www.deq.louisi<u>ana.gov/page/the-public-participation-group</u> or call (225) 219-3276.

If LDEQ finds a significant degree of public interest, a public hearing will be held. LDEQ will send notification of the final permit decision to the applicant and to each person who has submitted written comments or a request for notification

The application, draft permit and the fact sheet are available for review at the LDEQ, Public Records Center, 602 North 5th Street, Baton Rouge, LA. Viewing hours are from 8:00 am. to 4:30 p.m., Monday through Friday (except holidays). The available information can also be accessed electronically on the Electronic Document Management System (EDMS) on the DEQ public website at www.deq.louisiana.gov.

Inquiries or requests for additional information regarding this permit action should be directed to Ms. Suzanne Rohli, LDEQ, Water Permits Division, P.O. Box 4313, Baton Rouge, LA 70821-4313, phone (225) 219-3223.

Persons wishing to be included on the LDEQ permit public notice mailing list, wishing to receive the permit public notices via email by subscribing to the LDEQ permits public notice List Server, or for other public participation related questions should contact the Public Participation relation from pin writing at LDEQ, P.O. Box 4313, Baton Rouge, LA 70821-4313, by email at <u>DEQ.PUBLICNOTICES@LA.GOV</u>, or contact the LDEQ Customer Service Center at (225) 219-LDEQ (219-5337).

Permit public notices including electronic access to the draft permit and fact sheet can be viewed at the LDEQ permits public notice webpage at www.deq.louisiana.gov/public-notices and general information related to the public participation in permitting activities can be viewed at www.deq.louisiana.gov/public-participation-group.

All correspondence should specify the Agency Interest Number AI 19112, Louisiana Sewage Sludge and Biosolids Use or Disposal Permit Number LAJ019112, and Activity Number PER20190001. reduled Publication Date: Thursday, March 11, 2021 in Livingston Parish New

Town of Livingston

PUBLIC NOTICE

The Town of Livingston owns and operates a natural gas distribution system in the town. The gas system consists of and underground network of pipelines throughout the town and unincorporated areas adjacent to the town limits. The purpose of the gas system is to provide a reliable and safe economical source of energy for heating

purposes to the homes and businesses adjacent to the underground gas pipelines. The pipeline system has the capacity to reliably deliver natural gas to the customers. The hazards of natural gas are it is odorless, colorless, tasteless, lighter than air, and can ignite and/or explode with tremendous force when mixed with the right amount of air

Prevention measures taken include: Adding odorant to the gas to give it that distinctive smell, similar to rotten eggs, to warn us of it

Testing the odorant level each calendar quarter

- Performing annual Base Conducting periodic pipeline patrols Performing annual gas leakage surveys
- The following are signs that may indicate a gas leak
 - A hissing or roaring sound (caused by escaping gas)

A patch of dead or discolored vegetation in an otherwise green setting along a pipeline route

- Blowing dirt, grass, or leaves near a pipeline Continuous bubbling in wet, flooded areas
- A gas smell similar to rotten eggs
- Anyone who may smell this odor or notice any unusual conditions on or near gas mains, vents, service lines, meter
- sets, or especially inside of a building should call the Town of Livingston immediately. If you smell a strong gas

odor inside a building, notify everyone in the building to leave. Do not operate any switches or use the phone. Go a safe distance away upwind of the gas smell and call the Town of Livingston. Pipeline markers are maintained to inform the public of the gas line location. State and federal laws require execuators to notify LA One- Call two full working days before digging. If any excavation is planned you must notify LA One- Call will notify the Town to locate the gas lines. The Town of Livingston maintains memberships on

the LA One -Call program To obtain additional information or report gas related issues call the Town of Livingston at 225-686-7153 (24 hours). The LA One-Call Center phone number is 811. This information and the pipeline signs are provided ad

public awareness and damage prevention awareness notices. 20-025209

NOTICE OF DEFAULT AND FORECLOSURE SALE WHEREAS, on October 9, 2003, a certain Mortgage was executed by Bobby Joe

mortgagee, and was recorded on October 30, 2003 in Book 971, Page 520, File No. 535424, in the Office of the Mortgage Records of the Clerk of Court, Livingston Parish, Louisiana Thereafter, an Adjustable Rate Second Mortgage was executed on October 9, 2003 and recorded on October 30, 2003 in Book 971, Page 528, File No. 535425, in the Office of the Mortgage Records of the Clerk of Court, Livingston Parish, Louisiana; and WHEREAS, the Mortgage was insured by the United States Secretary of Housing and

Williamson and Gerrylene Riles Williamson, mortgagors, in favor of Hibernia National Bank, as

Urban Development (the Secretary) pursuant to the National Housing Act, 12 U.S.C. § 1707 et seq., for the purpose of providing single family housing; and WHEREAS, the Mortgage is now owned by the Secretary, pursuant to an assignment

dated November 14, 2012 and recorded on December 17, 2012 in Book 2046, Page 373, File No.

783661 in the office of the Mortgage Records of the Clerk of Court, Livingston Parish, WHEREAS, a default has been made in the covenants and conditions of the Mortgage in

that the borrower, Bobby Joe Williamson is deceased as of February 18, 2014 and Gerrylene Riles Williamson is deceased as of April 9, 2020 and the property is not the principal residence of at least one surviving borrower; and

WHEREAS, the entire amount delinquent as of December 4, 2019 is \$176,152.82 WHEREAS, by virtue of this default, the Secretary has declared the entire amount of the indebtedness secured by the Mortgage to be immediately due and payable

NOW THEREFORE, pursuant to powers vested in me by the Single Family Mortgage

Foreclosure Act of 1994, 12 U.S.C. § 3751 et seq., by 24 CFR part 27, subpart B, and by the Secretary's designation of me as Foreclosure Commissioner, recorded on April 3, 2017, in Book 3386. Page 281, at Instrument No. 11712816, Parish of Jefferson, State of Louisiana, notice is hereby given that on April 1, 2021 at 1:30 p.m. local time, all real and personal property at or

auction to the highest bidder: One (1) certain lot or parcel of ground, together with all the buildings and improvements thereon, situated in that subdivision of the Parish of Livingston, State of Louisiana,

known as The Willows, Second Filing, and being designated on the official subdivision map, on file and of record in the office of the Clerk and Recorder for said parish and

used in connection with the following described premises ("Property") will be sold at public

state, as Lot 71, said subdivision, said lot having such measurements and dimensions as shown on said man Which has the address of 1112 Weeping Willow Drive, Denham Springs, LA 70726

The sale will be held at 1112 Weeping Willow Drive, Denham Springs, LA 70726. There will be no proration of taxes, rents or other income or liabilities, except that the

purchaser will pay, at or before closing, his prorata share of any real estate taxes that have been paid by the Secretary to the date of the foreclosure sale

When making their bids, all bidders except the Secretary must submit a deposit totaling \$17,615.28 [10% of the Secretary's bid] in the form of a certified check or cashier's check made out to the Secretary HUD. A deposit need not accompany each oral bid. If the successful bid is

oral, a deposit of \$17,615.28 must be presented before the bidding is closed. The deposit is nonrefundable. The remainder of the purchase price must be delivered within 30 days of the sale or at such other time as the Secretary may determine for good cause shown, time being of the essence. This amount, like the bid deposits, must be delivered in the form of a certified or cashier's check. If the Secretary is the highest bidder, he need not pay the bid amount in cash. The successful bidder will pay all conveying fees, all real estate and other taxes that are due on or after the delivery date of the remainder of the payment and all other costs associated with the transfer of title. At the conclusion of the sale, the deposits of the unsuccessful bidders will be

the payment. All extensions will be for 15-day increments for a fee of \$500.00, paid in advance. The extension fee shall be in the form of a certified or cashier's check made payable to the

extensions of time granted by the Secretary, the high bidder may be required to forfeit the cash

The Secretary may grant and extension of time within which to deliver the remainder of

Secretary of HUD. If the high bidder closes the sale prior to the expiration of any extension

returned to them

period, the unused portion of the extension fee shall be applied toward the amount due If the high bidder is unable to close the sale within the required period, or within any

20-025209

There is no right of redemption, or right of possession based upon a right of redemption, in the mortgagor or others subsequent to a foreclosure completed pursuant to the Act. Therefore, the Foreclosure Commissioner will issue a Deed to the purchaser(s) upon receipt of the entire

highest bidder for an amount equal to the highest price offered by that bidder.

deposit or, at the election of the foreclosure commissioner after consultation with the HUD

representative, will be liable to HUD for any costs incurred as a result of such failure. The

Commissioner may, at the direction of the HUD representative, offer the property to the second

purchase price in accordance with the terms of the sale as provided herein. HUD does not guarantee that the property will be vacant The scheduled foreclosure sale shall be cancelled or adjoined if it is established, by

documented written application of the mortgagor to the Foreclosure Commissioner not less than 3 days before the date of sale, or otherwise, that the default or defaults upon which the foreclosure is based did not exist at the time of service of this notice of default and foreclosure sale, or all amounts due under the mortgage agreement are tendered to the Foreclosure Commissioner, in the form of a certified or cashier's check payable to the Secretary of HUD,

The amount that must be paid if the mortgage is to be reinstated prior to the scheduled

before public auction of the property is completed.

sale is \$176,152.82 as of April 1, 2021, plus all other amounts that would be due under the mortgage agreement if payments under the mortgage had not been accelerated, advertising costs and postage expenses incurred in giving notice, mileage by the most reasonable road distance for posting notices and for the Foreclosure Commissioner's attendance at the sale, reasonable and customary costs incurred for title and lien records searches, the necessary out-of-pocket costs incurred by the Foreclosure Commissioner for recording documents, a commission for the Foreclosure Commissioner, and all other costs incurred in connection with the foreclosure prior to reinstatement. Tender of payment by certified or cashier's check or application for cancellation of the

Date: March , 2021

foreclosure sale shall be submitted to the address of the Foreclosure Commissioner provided

Foreclosure Commissioner SHAPIRO & DAIGREPONT, L.L.C.

Penny M. Daigrepont, Attorney Louisiana Bar Roll Number 30464

Remy Symons, Attorney Louisiana Bar Roll Number 34553

3510 N. Causeway Blvd., Su Metairie, LA 70002 Phone (504) 831-7726 Fax (504) 837-7622

20-024990 NOTICE OF DEFAULT AND FORECLOSURE SALE WHEREAS, on November 24, 2009, a certain Mortgage was executed by Clifton Bernell Hood, Sr., mortgagor, in favor of Wells Fargo Bank, N.A., as mortgagee, and was recorded on December 11, 2009 in Book 1735, Page 174, File No. 708142, in the Office of the Mortgage Records of the Clerk of Court, Livingston Parish, Louisiana. Thereafter, a Closed-End Fixed

Rate Home Equity Conversion Second Mortgage was executed on November 24, 2009 and

recorded on December 11, 2009 in Book 1735, Page 186, File No. 708143 in the Office of the

WHEREAS, the Mortgage was insured by the United States Secretary of Housing and

Mortgage Records of the Clerk of Court, Livingston Parish, Louisiana; and

Urban Development (the Secretary) pursuant to the National Housing Act, 12 U.S.C. § 1707 et seq., for the purpose of providing single family housing; and WHEREAS, the Mortgage is now owned by the Secretary, pursuant to an assignment

dated October 5, 2015 and recorded on October 7, 2015 in Book 2348, Page 258, File No.

854899 in the office of the Mortgage Records of the Clerk of Court, Livingston Parish,

WHEREAS, a default has been made in the covenants and conditions of the Mortgage in that the borrower, Clifton Bernell Hood, Sr. is deceased as of March 7, 2019 and the property is

not the principal residence of at least one surviving borrower; and WHEREAS, the entire amount delinquent as of August 5, 2019 is \$216,200.47. WHEREAS, by virtue of this default, the Secretary has declared the entire amount of the

ess secured by the Mortgage to be immediately due and payable; NOW THEREFORE, pursuant to powers vested in me by the Single Family Mortgage Foreclosure Act of 1994, 12 U.S.C. § 3751 et seq., by 24 CFR part 27, subpart B, and by the

Secretary's designation of me as Foreclosure Commissioner, recorded on April 3, 2017, in Book 3386, Page 281, at Instrument No. 11712816, Parish of Jefferson, State of Louisiana, notice is hereby given that on April 1, 2021 at 2:45 p.m. local time, all real and personal property at or used in connection with the following described premises ("Property") will be sold at public auction to the highest bidder The land described herein is situated in the State of Louisiana, Parish of Livingston, and

Two certain lots or parcels of land, together with all the buildings and improvements thereon, situated in the Parish of Livingston, State of Louisiana, in that subdivision thereof known as Chinquapin Place Subdivision, and being designated as Lot Numbers

Forty-Five (45) and Forty-Six (46), being, a resubdivison of Tract A of Lot 11, Section 16, Township 9 South, Range 5 East, Southeastern District of Louisiana, in accordance with the official subdivision plat thereof, prepared by Toxic Craft, dated February 7, 1950, a copy of which map is on file and in Conveyance Book 79, Page 210, in the office of the Clerk and Recorder for the Parish of Livingston, State of Louisiana; each of said lots measuring Fifty (50') feet by One Hundred Ten (110') feet; being subject so such servitude and building has restrictions as shown on the above referred to map; and together with all the rights, ways, privileges, annuternances, advantages, and servitudes

together with all the rights, ways, privileges, appurtenances, advantages, and servitudes belonging or in anywise appertaining including but not limited to that Predial Servitude recorded in COB 604, Entry No. 311, 209, Livingston Parish, Conveyance Records. Which has the address of 22259 Chinquapin Avenue, Maurepas, LA 70449.

The sale will be held at 22259 Chinquapin Avenue, Maurepas, LA 70449.

purchaser will pay, at or before closing, his prorata share of any real estate taxes that have been paid by the Secretary to the date of the foreclosure sale When making their bids, all bidders except the Secretary must submit a deposit totaling

\$21,620.05 [10% of the Secretary's bid] in the form of a certified check or cashier's check made

There will be no proration of taxes, rents or other income or liabilities, except that the

out to the Secretary HUD. A deposit need not accompany each oral bid. If the successful bid is oral, a deposit of \$21,620.05 must be presented before the bidding is closed. The deposit is nonrefundable. The remainder of the purchase price must be delivered within 30 days of the sale or at such other time as the Secretary may determine for good cause shown, time being of the essence. This amount, like the bid deposits, must be delivered in the form of a certified or cashier's check. If the Secretary is the highest bidder, he need not pay the bid amount in cash The successful bidder will pay all conveying fees, all real estate and other taxes that are due on or after the delivery date of the remainder of the payment and all other costs associated with the transfer of title. At the conclusion of the sale, the deposits of the unsuccessful bidders will be The Secretary may grant and extension of time within which to deliver the remainder of the payment. All extensions will be for 15-day increments for a fee of \$500.00, paid in advance.

Secretary of HUD. If the high bidder closes the sale prior to the expiration of any extension period, the unused portion of the extension fee shall be applied toward the amount due If the high bidder is unable to close the sale within the required period, or within any ions of time granted by the Secretary, the high bidder may be required to forfeit the cash deposit or, at the election of the foreclosure commissioner after consultation with the HUD

The extension fee shall be in the form of a certified or cashier's check made payable to the

highest bidder for an amount equal to the highest price offered by that bidder There is no right of redemption, or right of possession based upon a right of redemption, in the mortgagor or others subsequent to a foreclosure completed pursuant to the Act. Therefore,

Commissioner may, at the direction of the HUD representative, offer the property to the second

representative, will be liable to HUD for any costs incurred as a result of such failure. The

the Foreclosure Commissioner will issue a Deed to the purchaser(s) upon receipt of the entire purchase price in accordance with the terms of the sale as provided herein. HUD does not guarantee that the property will be vacant The scheduled foreclosure sale shall be cancelled or adjoined if it is established, by

documented written application of the mortgagor to the Foreclosure Commissioner not less than 3 days before the date of sale, or otherwise, that the default or defaults upon which the foreclosure is based did not exist at the time of service of this notice of default and foreclosure sale, or all amounts due under the mortgage agreement are tendered to the Foreclosure Commissioner, in the form of a certified or cashier's check payable to the Secretary of HUD,

before public auction of the property is completed.

The amount that must be paid if the mortgage is to be reinstated prior to the scheduled sale is \$216,200.47 as of April 1, 2021, plus all other amounts that would be due under the rtgage agreement if payments under the mortgage had not been accelerated, advertising costs and postage expenses incurred in giving notice, mileage by the most reasonable road distance for posting notices and for the Foreclosure Commissioner's attendance at the sale, reasonable and THE LIVINGSTON PARISH NEWS 17

incurred by the Foreclosure Commissioner for recording documents, a commission for the Foreclosure Commissioner, and all other costs incurred in connection with the foreclosure prior

customary costs incurred for title and lien records searches, the necessary out-of-pocket costs

Tender of payment by certified or cashier's check or application for cancellation of the foreclosure sale shall be submitted to the address of the Foreclosure Commissioner provided

Date: March , 2021.

Foreclosure Commissione

SHAPIRO & DAIGREPONT, L.L.C.

SHAPIRO & DAIGREPON I, L.L.C Penny M. Daigrepont, Attorney Louisiana Bar Roll Number 30464 3510 N. Causeway Blvd., Suite 600 Metairie, LA 70002 Phone (504) 831-7726 Fax (504) 837-7622 20-025007

NOTICE OF DEFAULT AND FORECLOSURE SALE

WHEREAS, on December 16, 2010, a certain Mortgage was executed by Ernestine

Alleman Tedder, mortgagor, in favor of MetLife Home Loans, a Division of MetLife Bank, N.A., as mortgagee, and was recorded on January 6, 2011 in Book 1846, Page 27, File No. 735418, in the Office of the Mortgage Records of the Clerk of Court, Livingston Parish Louisiana. Thereafter, a Fixed Rate Home Equity Conversion Second Mortgage was executed on December 16, 2010 and recorded on January 6, 2011 in Book 1846, Page 40, File No. 735419 in the Office of the Mortgage Records of the Clerk of Court, Livingston Parish, Louisiana WHEREAS, the Mortgage was insured by the United States Secretary of Housing and

Urban Development (the Secretary) pursuant to the National Housing Act, 12 U.S.C. § 1707 et

dated March 6, 2017 and recorded on April 3, 2017 in Book 2526, Page 153, File No. 894770 in

that the borrower, Ernestine Alleman Tedder is deceased as of August 4, 2019 and the property is

WHEREAS, the Mortgage is now owned by the Secretary, pursuant to an assignment

the office of the Mortgage Records of the Clerk of Court, Livingston Parish, Louisiana; and WHEREAS, a default has been made in the covenants and conditions of the Mortgage in

seq., for the purpose of providing single family housing; and

not the principal residence of at least one surviving borrower; and WHEREAS, the entire amount delinquent as of October 7, 2019 is \$173,530,29.

indebtedness secured by the Mortgage to be immediately due and payable; NOW THEREFORE, pursuant to powers vested in me by the Single Family Mortgage Foreclosure Act of 1994, 12 U.S.C. § 3751 et seq., by 24 CFR part 27, subpart B, and by the

Secretary's designation of me as Foreclosure Commissioner, recorded on April 3, 2017, in Book

WHEREAS, by virtue of this default, the Secretary has declared the entire amount of the

3386, Page 281, at Instrument No. 11712816, Parish of Jefferson, State of Louisiana, notice is hereby given that on April 1, 2021 at 1:45 p.m. local time, all real and personal property at o used in connection with the following described premises ("Property") will be sold at public auction to the highest bidder The land described herein is situated in the State of Louisiana, Parish of Livingston, City

of Denham Springs, and is described as follows One (1) certain lot or parcel of ground, together with all buildings and improvements thereon, situated in Section 48, Township 6 South, Range 3 East, Parish of Livingston, State of Louisiana, in that subdivision known as Denham Heights and designated on the official map hereof, as revised, and recorded in COB 79, Page 396 of the Conveyance Records of the Parish of Livingston, as Lot Two (2), said Denham Heights, said lot

20-025007 easures 90 feet front on Springdale Drive, by a depth of 152.7 feet on its North wide ne, a depth of 153.3 feet on its South side line and measuring 93 feet across the rear.

There will be no proration of taxes, rents or other income or liabilities, except that the purchaser will pay, at or before closing, his prorata share of any real estate taxes that have been

Which has the address of 29908 Springdale Drive, Denham Springs, LA 70726.

The sale will be held at 29908 Springdale Drive, Denham Springs, LA 70726.

paid by the Secretary to the date of the foreclosure sale. When making their bids, all bidders except the Secretary must submit a deposit totaling

\$17,353.03 [10% of the Secretary's bid] in the form of a certified check or cashier's check made

out to the Secretary HUD. A deposit need not accompany each oral bid. If the successful bid is

oral, a deposit of \$17,353.03 must be presented before the bidding is closed. The deposit is

refundable. The remainder of the purchase price must be delivered within 30 days of the sale or at such other time as the Secretary may determine for good cause shown, time being of the essence. This amount, like the bid deposits, must be delivered in the form of a certified or cashier's check. If the Secretary is the highest bidder, he need not pay the bid amount in cash The successful bidder will pay all conveying fees, all real estate and other taxes that are due on or after the delivery date of the remainder of the payment and all other costs associated with the transfer of title. At the conclusion of the sale, the deposits of the unsuccessful bidders will be returned to them. The Secretary may grant and extension of time within which to deliver the remainder of the payment. All extensions will be for 15-day increments for a fee of \$500.00, paid in advance

ee shall be app If the high bidder is unable to close the sale within the required period, or within any extensions of time granted by the Secretary, the high bidder may be required to forfeit the cash deposit or, at the election of the foreclosure commissioner after consultation with the HUD representative, will be liable to HUD for any costs incurred as a result of such failure. The Commissioner may, at the direction of the HUD representative, offer the property to the second highest bidder for an amount equal to the highest price offered by that bidder

The extension fee shall be in the form of a certified or cashier's check made payable to the

Secretary of HUD. If the high bidder closes the sale prior to the expiration of any extension

in the mortgagor or others subsequent to a foreclosure completed pursuant to the Act. Therefore the Foreclosure Commissioner will issue a Deed to the purchaser(s) upon receipt of the entire

There is no right of redemption, or right of possession based upon a right of redemption.

guarantee that the property will be vacant. The scheduled foreclosure sale shall be cancelled or adjoined if it is established, by documented written application of the mortgagor to the Foreclosure Commissioner not less than

purchase price in accordance with the terms of the sale as provided herein. HUD does not

3 days before the date of sale, or otherwise, that the default or defaults upon which the foreclosure is based did not exist at the time of service of this notice of default and foreclosure sale, or all amounts due under the mortgage agreement are tendered to the Foreclosure Commissioner, in the form of a certified or cashier's check payable to the Secretary of HUD, before public auction of the property is completed The amount that must be paid if the mortgage is to be reinstated prior to the scheduled sale is \$173,530.29 as of April 1, 2021, plus all other amounts that would be due under the

mortgage agreement if payments under the mortgage had not been accelerated, advertising costs

and postage expenses incurred in giving notice, mileage by the most reasonable road distance for sting notices and for the Foreclosure Commissioner's attendance at the sale, reasonable and mary costs incurred for title and lien records searches, the necessary out-of-pocket costs incurred by the Foreclosure Commissioner for recording documents, a commission for the Foreclosure Commissioner, and all other costs incurred in connection with the foreclosure prior to reinstatement Tender of payment by certified or cashier's check or application for cancellation of the foreclosure sale shall be submitted to the address of the Foreclosure Commissioner provided

Date: March , 2021. Foreclosure Commissione SHAPIRO & DAIGREPONT, L.L.C. Penny M. Daigrepont, Attorney Louisiana Bar Roll Number 30464

NO.16679

FILED:

Remy Symons, Attorney Louisiana Bar Roll Number 34553 3510 N. Causeway Blvd., Suite 600 Metairie, LA 70002 Phone (504) 831-7726 Fax (504) 837-7622 TWENTY-SECOND JUDICIAL DISTRICT COURT PARISH OF LIVINGSTON STATE OF LOUISIANA

DIVISION " C SUCCESSION OF ETHEL FARRIEL MILLET, FORMER WIFE OF/AND WILFRED JOSEPH MILLE

DEPUTY CLERK NOTICE TO SELL IMMOVABLE PROPERTY AT PRIVATE SALE

WHEREAS Marion Millet Fitzgerald, in her capacity as the Independent Executrix of cession of Wilfred Joseph Miller Jr., and the confirmed Administratrix of the succession of Ethel Farriel Miller, has made application to the Court for the sale at private sale of the property therein below described, to-wit:

A CERTAIN PLOT OF GROUND, together with all the buildings and improvements A CEMIAN PLDI OF GROUND, together with all the buildings and improvements thereon and all of the rights, ways and servitudes thereunto belonging or anywise appertaining, being located in the Parish of Livingston, State of Louisiana, lying in the NE 1/4 of the SW 1/4 of Section 18, Tomship 9 South, Range 6 East, G.L.D. of Louisiana, and being shown and described on a plat of survey entitled "Plat of property in the NE 1/4 of the SW 1/4 of Section 18, T 9 S, R of E, for Wilfred Millet by Gilbert Sullivan, Surveyor, dated Jun 13, 1971. The property containing, Two (2) acres, more or less.

Surveyor, dated June

Municipal address: 26454 Black Lake Club Road, Maurepas, LA 70449-8112 UPON THE FOLLOWING TERMS AND CONDITIONS:

- Purchase Price: \$33,000,00, including principal and interest; Property sold "As Is", without warranties of any kind, and seller to make no repairs; Purchaser to pay closing costs.

NOTICE is hereby given to all parties whom it may concern, including the heirs, legatees and creditors of the decodem herein, and of this estate, and they be ordered to make any opposition which they may have to such application, at any time prior to the issuance of the order or judgment authorizing, approving and homologating such application and that such order or judgment may be issued after the expiration of seven (7) days from the date of the last publication of such notice, all in accordance with last.

BY ORDER OF THE COURT

PUBLICATION INSTRUCTIONS
Publish twice, once and then again

PUBLISH IN LIVINGSTON

Publish twice, once Twenty days after

NOTICE

Notice is hereby given that, in accordance with L.R.S. 3:1609 and LAC 7:XV.314 (A), the Louisiana Department of Agriculture & Forestry, Louisiana Boll Weevil Eradicatio Commission, has established a boll weevil eradication zone, the Louisiana Eradication Zone, consisting of all the territory within the state of Louisiana.

Notice is further given that all producers of commercial cotton in Louisiana are required to participate in the boll weevil eradication program, including cost sharing, in accordance with the Boll Weevil Eradication Law and regulations. This includes, but is not limited to, reporting of cotton acreage and destruction of cotton plants and stalks by December 31 of each crop year. A copy of the law and rules and regulations may be obtained from the Boll Weevil Eradication Commission, 5825 Florida Blvd. Ste. 3002, Baton Rouge, La. 70806, telephone number (225) 922-1338.

Notice is also given that the planting of noncommercial cotton is PROHIBITED in Louisiana unless a written waiver is obtained from the Commissioner of Agriculture & Forestry in accordance with LAC 7:XV.319(C). To request a waiver, submit a written application to the Department of Agriculture and Forestry, at the address provided in this notice, stating the conditions under which such written waiver is requested.

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the time of the regular and special Livingston Parish School Board meetings has been changed. From this day forward meetings will convene at 5:00 PM on the first and third Thursday of the month unless circumstances dictate a change.

Livingston Parish Public Schools

PROCEEDINGS OF THE LIVINGSTON PARISH SCHOOL BOARD WERE TAKEN IN SPECIAL SESSION AT THE LIVINGSTON PARISH SCHOOL BOARD OFFICE, SCHOOL BOARD OFFICE CONFERENCE ROOM, 1999 FIGURIDA BLVD, LIVINGSTON, LA 7073-KON, THURSDAY, FEBRUARY IS, 2021. AT PIVE OF LOCK PM IN ACCORDANCE WITH THE EXECUTIVE ORDERS OF THE GOVERNOR OF LOUISIANA (JBE 2020-3, JBE-32, JBE-58, JBE-59, JBE-117, and JBE-118), AND ADHERED TO THE OCCUPANCY GUIDELINEA

The Livingston Parish School Board met in special session in the School Board Office Conference Room, 13909 Florida Blvd., Livingston, LA 70754, on Thursday, February 18, 2021, at five o'clock pm in accordance with the executive orders of the Governor of Louisiana (JBE 2020-3, JBE-32, JBE-58, JBE-59, JBE-117, and JBE-118)) and adhered to the occupancy guideline pursuant to the following notice:

The special meeting of the Livingston Parish School Board will be held at the School Board Office, 13909 Florida Blvd. Livingston, Louisiana on THURSDAY, FEBRUARY 18, 2021, at FIVE O'CLOCK PM in accordance with the executive orders of the Governor of Louisiana (BB 2003-3, 188-23, 188-58, 188-59, 188-117), and IRSI (18), and will adhere to the occupancy guidelines. Meeting may also be viewed online at https://bit.lyl.PfboardMig. The special meeting is for the following purposes and to take whatever actions necessary:

- Call to Order

 Consider and approve the purchase of property located on Farkas Lane, Albany, LA Board Member Devin Gregoire
 Consider and approve the sale of property located on Prokop Road, Albany, LA Board Member Devin Gregoire
 Approval of Change Order No. 2 for Southside Junior High School and Southside Elementary School Alvin
 Fairburn & Associates, "Professional of Record", Miltion J. Womack, Inc, Contractor Gene Eleuzar
 Approval of Change Order No. 5 for Denham Springs Elementary School Ziler & Associates, "Professional of
 Record", Blount General Contractors, LLC, Contractor Jim Ziler
 Discussion and action on report of Transportation Committee meeting held on February 17, 2021 Chairperson Jan
 Benton

- Benton

 Letter of Commendation from U.S. Congressman Garrett Graves Superintendent Alan Murphy
 Discussion and action on renewal of Administrator's Performance-Based Contracts effective July 1, 2021 June 30,
 2024 Director of Human Resources Bruce Chaffin
 Approval of payment of invoices
 Superintenden's comments

ADDENDUM:
12. Approval of the minutes of the School Board meeting held on February 4, 2021

(The Livingston Parish School Board reserves the right to enter into an Executive Session, if needed, in accordance with LSA-R.S. 42:17 et seq. to review matters of litigation strategy and settlement negotiations.)

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Debra Sawyer of the LPPS Special Education office at (225) 686-4248. Notification 48 hours prior to the meeting will enable the LPPS to make reasonable arrangements to ensure accessibility to this meeting.

BY ORDER OF THE PRESIDENT,

- The meeting was called to order by President David "Bo" Graham and upon roll call, the following members were
- PRESENT: Ms. Kellee Dickerson, Mr. Brad Sharp, Ms. Jan Benton, Mr. Cecil Harris, Mr. Bradley Harris, Mr. Jeff Cox, Mr. Frank Parrino, Mr. Devin Gregoire, Mr. David Graham ABSENT: None
- A motion was offered by Ms. Dickerson, seconded by Mr. Cecil Harris to approve the purchase of 20 acres of property located on Farkas Lane, Albany, LA.

A motion was offered by Ms. Benton, seconded by Mr. Brad Harris to approve sale of five acres of property located on Prokop Road, Albany, LA.

- Change Order No. 2 for Southside Junior High School and Southside Elementary School Alvin Fairburn & Associates, "Professional of Record"; Milton J. Womack, Inc., Contractor was approved upon motion offered by Ms. Benton, seconded by Mr. Cecil Harris as follows: The Contract Sum will be increased by this Change Order in the amount of \$432.67400.
- 5. Change Order No. 5 for Denham Springs Elementary School Ziler & Associates, "Professional of Record"; Blount General Contractors, LLC, Contractor was approved upon motion offered by Ms. Benton, seconded by Mr. Brad Harris as follows: the Contract Sum will be decreased by this Change Order in the amount of So, 285.00. The Contract Time will be increased by seven (7) days. Prior to a vote, a motion was offered by Mr. Brad Harris to amend the motion to approve Change Order No. 5 for Denham Springs Elementary School subject to the completion of the sale of property. Ms. Benton seconded the amended motion.

- The President declared motion carried unanimously. Discussion and action on report of Transportation Committee meeting held on February 17, 2021 was deleted from the agenda.

- 7. Superintendent Murphy read the Letter of Commendation from U.S. Congressman Garrett Graves congratulating the Livingston Parish Public Schools for making the system a Forbes Magazine Best Employer in the State of Louisiana. He took the opportunity to publicly extend thanks to Congressman Graves for his recognition of the district. was offered by Mr. Gregoire, seconded by Mr. Sharp to approve the renewal of Administrator's
- Bruce Chaffin. (A copy of the Administrator's Performance-Based Contracts list is hereby attached and becomes a The President declared the motion carried unanimously

Payment of invoices was approved upon motion offered by Mr. Gregoire, seconded by Mr. Cox.

The President declared the motion carried unanimously A motion was offered by Mr. Sharp, seconded by Mr. Cox to approve the minutes of the Livingston Parish School Board meeting held on February 4, 2021.

10. Superintendents comments:

Extended thanks to all employees for their efforts to open schools this week

Governor announced Phase 1-B vaccine distribution – all K-12 employees are eligible for the vaccine

Announced girls' basketball teams in the state playoffs – Walker High School, Albany High School, Doyle High School, Springfield High School Live Voak High School, Denham Springs High School, French Settlement High School, and Holden High School

- Rescheduled the Transportation Committee meeting to be held on Tuesday, March 2, 2021, at 4:00 PM.

A motion was offered by Mr. Sharp, seconded by Mr. Cecil Harris to adjourn the meeting, and the President declared the motion carried, and the meeting adjourned at 5:21 PM until Thursday, March 4, 2021.

/s/ Alan Murphy
Alan "Joe" Murphy, Superintendent
and Ex-Officio Secretary

Public Notice

The Livingston Parish Assessor's Office will accept sealed bids until 9:00am, Monday, March 29th, 2021 at the Livingston Parish Assessor's Office, 20400 Government Blvd, Livingston, Louisiana for the purchase of the following vehicle.

Vehicle Description:

2021 Chevy Silverado 1500, 2WD Crew

Silver Ice Metallic

Texas Edition

 $Complete \ specifications \ may \ be \ obtained \ from \ the \ Livingston \ Parish \ Assessor's \ Office, 20400$ Government Blvd, Livingston, Louisiana, 225-686-7278. The bids will be opened at 10:00 am, Monday, March 29th, 2021 at the Livingston Parish

Assessor's Office, 20400 Government Blvd, Livingston, Louisiana Contract will be awarded to the lowest qualified responsible bidder. The Assessor reserves the

right to reject any and all bids.

ADVERTISEMENT FOR BIDS

PARISH OF LIVINGSTON CAPITAL IMPROVEMENTS PROGRAM 2021

Sealed Bids will be received at the Office of the Parish President, Livingston Parish Government Purchasing Office, located on the 2" floor of the Livingston Parish Health Unit, located at 29261 South Frost Road Livingston, Louislana 70764 until 2:00 p.m., 04/08/2021 at which time the sealed bids will be publicly opened and read aloud. Bids received after the above time will be returned unopened. Complete bidding documents may be obtained from the office of McLin Taylor, Inc. 2833 FROST ROAD, Livingston, Louislana upon payment of \$200.00 per set. Electronic documents may be obtained upon request at no charge. Electronic bid documents may also be obtained at www.centralbidding.com. Deposits on first set of documents furnished to General Contractors who bid the projects will be fully refunded upon return of the documents in good condition no later than ten days after receipt of bids. On other sets of documents one-half (12) the deposit will be refunded upon return of the documents in good condition no later than ten (10) days after receipt of bids. An additional non-refundable charge of \$40.00 per set will be charged if plans and specifications are mailed.

A mandatory pre-bid meeting will be held in the conference room on the first floor of the Livingston Parish Health Unit, 29261 Frost Road, Livingston, Louisiana 70754 on <u>March 30, 2021 at 9:00 a.m.</u> The Contract will be awarded to the lowest, responsible, responsive bidder

Contractors submitting bids shall be licensed under LA License R.S. 37:2150-2164 and shall be classified under Highway. Street, and Bridge Construction. The bidder shall show his license number on the bid and on the sealed envelope submitting the bid.

All bids must be accompanied by a bid security equal to five percent (5%) of the base bid and any alternative and subject to the conditions provided in the instructions to Bidders. The successful contractor will be require to enter into contracts with the above OWNER and to furnish all the materials, perform all of the work, supervise, coordinate, administrate and be responsible for the work of the entire project. No bids may be withdrawn after the closing imme for receipt of bids for at least forty-five (45) days. The bond of the low bidder will be held for forty-five (45) days, or until the contract is signed, whichever is shorter.

PERFORMANCE AND PAYMENT BOND: A performance and payment bond for the work will be requipon execution of the contract equal to one hundred percent (100%) of said contract written by a complicensed to do business in Louisiana and who is currently on the U.S. Department of the Treasury Final Management Service List or be a Louisiana domiciled company with at least an "A" Best rating.

The Livingston Parish Government reserves the right to reject any and all bids for just cause. In accordance with La. R.S. 38.2212 (A) (1) (b), the provisions and requirements of this section, those stated in the advertisement for bids, and those required on the bid form shall not be considered as informalities and shall not be waived by any public entity.

Equal Employment Opportunity (EEO) Statement – All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. All Bidders on this project will be required to comply with the President's Executive Order No. 17246, as amended.

LIVINGSTON PARISH GOVERNMENT BY: LAYTON RICKS, PARISH PRESIDENT



THE ADVOCATE NEWS ATTN: LEGAL DEPARTMENT - RFP

ADVERTISEMENT FOR PROPOSAL 21-02

DISASTER DEBRIS MONITORING

Competitive proposals will be received by the City of Denham Springs located at:

116 North Range Avenue, Denham Springs, I.A. 70726 Monday-Thursday 7:00AM-6:30PM.

Proposal information is available in person for pickup upon request at the same location and times. Submit any questions regarding the bid via email to purchasing agent. Bid packets will not be mailed or emailed. Proposers may access the bid advertisement and bid summary by registering online at https://lamats.eauctionservices.com at no charge. Proposers may also access and download the bid documents and submit their proposals electronically (terms and conditions apply) after registering online. After registering, electronic submission of bids through https://lamats.eauctionservices.com is free and encouraged. A 1% fee, not to exceed \$1000, will be assessed to the winning bidder if a contract for debris removal is activated. Questions related to electronic access should be directed to Paul Holmes, LaMATS e-Auction Services (EASiBUY) 225-678-6107. THE CITY OF DENHAM SPRINGS RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

Proposals must be submitted on the forms provided. Proposals received after the date and time below will NOT be considered. Proposals will be opened and read aloud at the location, date, and time noted below. PURCHASING CONTACT: PURCHASING@CITYOFDENHAMSPRINGS.COM OR 225-665-8385

APRIL 8, 2021 10:00 A.M. CITY OF DENHAM SPRINGS, LOUISIANA THE HONORABLE GERARD LANDRY, MAYOR

LOCATION:

City of Denham Springs

THE LIVINGSTON PARISH NEWS OFFICIAL JOURNAL OF RECORD ATTN: LEGAL DEPARTMENT - RFP

THE ADVOCATE NEWS ATTN: LEGAL DEPARTMENT - RFP

116 N. RANGE AVE., DENHAM SPRINGS, LA 70726

ADVERTISEMENT FOR PROPOSAL 21-01 DISASTER DEBRIS REMOVAL & DISPOSAL

Competitive proposals will be received by the City of Denham Springs located at:

116 North Range Avenue, Denham Springs, LA 70726. Monday-Thursday 7:00AM-5:30PM.

Proposal information is available in person for pickup upon request at the same location and times. Submit any questions regarding the bid via email to purchasing agent. Bid packets will not be mailed or emailed. Proposers may access the bid advertisement and bid summary by registering online at https://lamats.eauctionservices.com at no charge. Proposers may also access and download the bid documents and submit their proposals electronically (terms and conditions apply) after registering online. After registering, electronic submission of bids through https://lamats.eauctionservices.com is free and encouraged. A 196 ele, not to exceed \$1000, will be assessed to the winning bidder if a contract for debris removal is activated. Questions related to electronic access should be directed to Paul Holmes, LaMATS e-Auction Services (EASiBUY) 225-678-6107.

THE CITY OF DENHAM SPRINGS RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS sals must be submitted on the forms provided. Proposals received after the date and time below will NOT sidered. Proposals will be opened and read aloud at the location, date, and time noted below. PURCHASING CONTACT: PURCHASING@CITYOFDENHAMSPRINGS.COM OR 225-665-8385

116 N. RANGE AVE., DENHAM SPRINGS, LA 70726

APRIL 8, 2021 10:00 A.M.

CITY OF DENHAM SPRINGS, LOUISIANA THE HONORABLE GERARD LANDRY, MAYOR

LOCATION:

23rd JUDICIAL DISTRICT COURT IN THE MATTER OF THE SUCCESSION OF MICAH WAYNE STAFFORD ANNA COURT: PARISH OF SCENSION PROBATE NO. 19,034

All FEB 26 A III A STATE OF LOUISIANA

STATE OF LOUISIANA NOTICE OF APPLICATION

NOTICE IS BEREBY given that Bliss Megan Zittrauer, duly appointed, acting, and qualified

tutrix by nature of the minor children, Dru Elizabeth Zittrauer and Emmy Bliss Zittrauer, minors formerly known as Dru Elizabeth Stafford and Emmy Bliss Stafford, heirs of the succession of Micah Wayne Stafford, deceased, has, pursuant to the provisions of LSA-C.C.P. art. 3281, petitioned this Honorable Court for authority to sell, at private sale, for the price of Fifty

thousand and no/100 (\$50,000.00) Dollars, payable in cash, the following described property belonging to the succession, to wit: IMMOVABLE PROPERTY- UNDIVIDED ONE-EIGHTH (1/8) INTEREST IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

FOLLOWING DESCRIBED PROPERTY:

1) That one certain lot, tract parcel of ground, together with all the improvements thereon and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, located in Section 61, T88, Ref., Livingston Parish, Louisiana and being described on that map made by John W. Lay, Sr., dated April 6, 1997, entitled *PLAT OF SURVEY SHOWING PROPERTY LOCATED IN SECTION 61, T-8-S-R-4-E, G.L.D., PARISH OF LIVINGSTON, STATE OF LOUISIANA" a copy of which is attached hereto and made a part hereof, said lot being designated as "WAYNE STAFFORD 111 ACRES" and having those measurements, dimensions and boundaries as shown on the above described map. SELLER reserves and BUYER hereby grants unto SELLER a sixty (60°) foot predial servitude of passage which servitudes runs on the westernmost portion of the above described 111 acre tract from Pleasant Hills Road immediately to the East of the line beginning at the point where the Pleasant Hills Road intersects with the Wayne Stafford and Michael Wilson property; thence tract S 33 det, 43° 00° W a distance of 60°.733 feet, thence travel S 5 deg. 12° 00° W a distance of 165.85 feet; said predial servitude of passage being in favor of the 84.02 acre tract immediately South of the Wayne Stafford 111 acre tract.

SELLER hereby grants unto BUYER an option for one (1) year from the date of this sale to purchase the 84.012 acre tract located immediately South of the Wayne Stafford 111 acre tract as shown on the attached map for the price of One Thousand and no/100 (\$1,000.00) Dollars per acre.

2) That one certain lot, tract parcel of ground, together with all the improvements thereon and all rights, ways, privileges, servirudes, appurtenances and advantages thereunto belonging or in anywise appertaining, located in Section 61, T8S, R4E, Livingston Parish, Louisiana and being described on that map made by John W. Lay, Sr., dated April 6, 1997, entitled "PLAT OF SURVEY SHOWING PROPERTY LOCATED IN SECTION 61, T-8-S-R-4-E, G.L.D., PARISH OF LIVINGSTON, STATE OF LOUISIANA" a copy of which is attached hereto and made a part hereof, said lot being designated as "84.012 Acres" and having those measurements, dimensions and boundaries as shown on the above described map.

Access is hereby granted by virtue of that Sixty (60°) foot predial servitude of passage which servitudes runs on the westernmost portion of the above described 111 acre tract from Pleasant Hills Road innediately to the East of the line beginning at the point where the Pleasant Hills Road intersects with the Wayne Stafford and Michael Wilson property; thence travel S 33 deg. 43° 100° W a distance of 607.33 feet; thence travel S 3 deg. 12° 00° W a distance of 607.33 feet; thence travel S 3 deg. 12° 00° W a distance of 607.33 feet; thence travel S 3 deg. 12° 00° W a distance of 607.33 feet; thence travel S 3 deg. 12° 00° W a distance of 16.85 feet said predial servitude of passage being in favor of the 84.012 acre tract immediately South of the Wayne Stafford 111 acre tract.

3) A certain tract of land containing 8 ½ acres, more or less, situated in Section 5, Township 9 South, Range 3 East, Southeastern District East of the Mississippi River, in the Parish of Ascension, State of Louisiana, and being more particularly described as follows: Beginning at the Section lines between Sections 32 and 43, 78S, R3E and Sections 5 and 4, T9S, R3E, run a distance of 3028.28 feet and corner, thence continue to \$0 odeg, 31° E a distance of 1368.97 feet to the Point of Beginning, thence continue to run \$0 deg, 31° E a distance of 37 approximately 207

feet (to the property of B.E. Webb) and corner, thence run East a distance of 1863 feet and corner, thence run northerly a distance of 207 feet and corner, thence Westerly a distance of 1863 feet to the Point of Beginning, all as shown on the attach map by Henry E. Kelimpter & Associates, C.E., dated Desember 20, 1967, the exact distances and directions to be confirmed by a survey to be made at a last data, said property being subject to a 20-foot servitude for access and passage on the west side line of said property.

4) A certain tract of land containing sixteen (16) acres of land, more or less, situated in the Parish of Livingston, State of Louisiana in Section 60, T88, R4E, being on LOT FIVE (5) of said Section, being West of Harrell Rands, being the same properly acquired from Spener R. Embards. Ir., et al, be Act dated March 21, 1958, together with all buildings and improvements thereon and

Being part of the same property acquired by Ranzie Dover Hall, husband of Mary M. Hall, on November 7, 1964, be deed recorded in COB 109, folio 375 of Livingston Parish, and acquired by Mary Meadows Hall in the Act of Community Property Settlement dated March 2, 1972, and recorded in the Conveyance Records of Livingston Parish.

Four (4) acres of land situated in Section 60, T8S, R4E, Livingston Parish, Louisiana, measuring one (1) acres front on the West Sido of Aydell Lane by a depth of four (4) acres, bounded on the North and West by William Hebert, nor or formerly, on the East by Aydell Lane and on the South by vendor, being the same four (4) acres reserved in that act of sale to William Hebert dated May 21, 1964, acquired by deed recorded in CoB 97, folio 33, Livingston Parish Conveyance Records, together with all buildings and improvements thereon and thereto belonging.

Being part of the same property acquired by Ranzie Dover Hall, husband of Mary Meadows Hall, from Gerald J. Gautreau et al on Pebruary 23, 1966, by deed recorded in COB 117, folio 360 of Livingston Parish, and acquired by Mary Meadows Hall in the Community Property Settlement dated March 2, 1972, and recorded in the Conveyance Records of Livingston Parish.

A certain tract of land containing twelve (12) acres in Section 60, T9S, R4E, Livingston Parish, Louisian, fully described at commencing at a point 397.2 feet South 29 deg, 30° East from the Northeast conver of the twenty-four acre tract acquired by vendor in C500 106, Entry 48996, Northeast Conversion of Parish, Louisians, which said point of beginning is on the West margin of Aydell Laner, unt thence South 60 deg, 0° West 1574 feet to the East edge of C90/ell Bay; South 30 deg, West 154 feet; South 12 deg, 0° West 132 feet, South 13 deg, 0° West 132 feet, South 13 deg, 0° West 132 feet, South 13 deg, 0° West 132, East, South 30° deg, 0° East 834, 8 feet to the West margin of Aydell Lane; North 29 deg, 30° West 160.7 feet to the point of Deginning; as per map prepared by Alex Huriot, Ir, inc., dated September 23, 1970 from a map prepared by C. M. Moore, dated May 16, 1964. Being part of the same property acquired by Ellis Wilbur Lawless from William Hebert of October 1, 1970, by deed recorded in COB 154, Entry #78201 of the Conveyance Record Livingston Parish, and acquired by Ellis Wilbur Lawless in the Community Property Set recorded in the Comveyance Records of Livingston of Livingston Parish.

A certain parcel of land in Section 60, T8S, R4E, Livingston Parish, Louisiana, being the North twelve (12) acres of a twenty-four (24) acre tract acquired by William Hebert from Ulysses P. Gautreau in COB 107, page 19 of the records of Livingston Parish, Louisiana, the twelve acres being fully described as follows: Commencing at a point on the West margin of Aydell Lane at the corner common with Hernandez, which is 45.81 chains West of the East line of said Section 60, and measure south 69 deg. West 1837.44 feet to Choyell Bay; thence South 30 deg. Lest 125.64 feet; thence South 50 deg. Dest 150 feet; thence South 50 deg. South 80 deg. Dest 150 feet; thence South 50 deg. South 80 deg. South 80 deg. Dest 150 feet; thence South 50 deg. South 80 deg. Dest 150 feet; thence South 50 deg. South 80 deg. South 80 deg. South 80 deg. Dest 150 feet; thence South 50 deg. South 80 de

Those sell offs recorded at COB 246-Page 822, COB 291-Page 638- Entry #157662, COB 445-Page 718-Entry #232718, COB 464-Page 507, COB 551-Page 773-Entry #281134, COB 551-Page 777, COB 607-Page 395, and COB 648-Page 528-Entry #341367 of the Livingston Parish Public Records.

That one certain lot, tract or parcel of ground, together with all the improvements thereon and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Livingsion, State of Louisiana, as shown on that map made by McLin & Associates, Inc., entitled "MAP SHOWNO SURVEY AND REMOVAL OF A 1.21 I ACRE TRACT OF THE LAWLESS PROPERTY LOCATED IN SECTION 66, TSS, Rate LIVINGSTON PARISH, LOOUISIANA FOR WAYLON W. STAFFORD", said 1.211 acre tract fronting 19.19 after on Aydell Law and having those measurements, dimensions and boundaries as shown on the above described map, a copy of which is of record.

- 5) That one (1) certain lot, tract or pareol of ground, together with all the improvements thereon and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaning, situated in the Parish of Livingston, State of Loudism, located in Section 60, TSS, Rel and designated as TRACT B containing 5.16 acres, as more that map made by Bruce K. Dyson, Registered Professional Land Surveyor, dated May 2, and 1909, entitled "Survey Plat of the Subdivision of the Western 1.5.2 Acres of the Bowman Property (creating Tracts A, B, and C) located in Section 60, TSS, Rel in Livingston Parish, Loudisan for WAYNE STAFFORD", said tract having those measurements, dimensions and boundaries as shown on the above described map, a copy of which is attached hereto and made a part hereof. 6) That one (1) certain lot, tract or parcel of ground, together with all the improvements thereon and all rights, ways, privileges, servitudes, appurtenances and advantages thereunic belonging or in anywise appertaining, situated in the Parish of Livingston, State of Louisians, located in Section 60, TSS, Rela and designated as TRACT C containing 516 acres, as shown on that map made by Bruce K. Dyson, Registered Professional Land Surveyor, dated May 3, 1999, entitled "Survey plat of the Subdivision of the Western 15.52 Acres of the Bowman Property (creating Tracts A, B, and C) located in Section 60, TSS, Rel in Livingston Parish, Louisian for WAYNE STAFFORD", said true thaving those measurements, dimensions and boundaries as shown on the above described map, a copy of which is attached hereto and made a part hereof.
- 7) That one (1) certain lot, tract or parcel of ground, together with all the improvements thereon and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Livingston, State of Louisiana located in Section 60, TSS, RelF and designated as TRACT A containing 521 as a, as down on that map made by Bruce K. Dyson, Registered Land Surveyor, dated May 3, and solven or Survey Plat of the Subdivision of the Western 152.5 Acres of the Divergence of the Control of the Cont

One (1) building containing 28 x 28 living area, with a six (6) foot porch around it. The interior consists of two (2) rooms; one (1) bathroom and a living/kitchen/bedroom area.

MOVABLE PROPERTY -- UNDIVIDED ONE-EIGHTH (1/8) INTEREST IN AND TO THE FOLLOWING DESCRIBED PROPERTY 2006 Nissan Altima, VIN #1N4AL11D56N321682 a. 2006 Nissan Altima, VIN #1N4AL11D56N321682
Household goods
Ascension Credit Union, Checking, No. 194200-071
One (1) 2007 John Deere, Model 5425
One (1) 2007 John Deere, Model 5425
One (1) 2002 TKIT miles, VIN #1MOG1 1823VH122025
One (1) 2002 TKIR utility trailer, VIN #1T9BA16252B503469
One (1) 2016 Chevrolet EDX, VIN #2GNALAEXE6373669
One (1) 2002 Chevrolet PX, VIN #1GCHK23192F211291
One (1) 2008 Ware Engle boat, Hull MFATV2378A4308,
and rutiler, VIN 3ABTTYG5208M120618
One (1) 1998 STMF trailer, VIN® 15ABS0278W11413001
One (1) 2008 TMDE utility rutiler, VIN® 15ABS0278W11413001
One (1) 2009 TMDE utility rutiler, VIN® 1546852SPLA
One (1) 1993 STMD utility rutiler, VIN® 1546852SPLA
One (1) 1993 TMDE utility rutiler, VIN® 1546858138FLA
One (1) 1997 CWTR utility trailer, VIN® 1509172220UL1347004 p. One (1) 1988 GOOS utility trailer, VIN# 16GSH6D29JB029580
q. One (1) 2006 LIAM bost trailer, VIN# 4TPAB20266T941221
r. One (1) 2008 Dedge F220, VIN# 9 37NS28A81614925
t. One (1) 1998 dozer
NOW THEREFORE, in accordance with the law made and provided in such cases, notice is rereby given, that Bliss Megan Zittrauer, duly appointed, acting, and qualified tutrix by nature of it

minor children, Dru Elizabeth Zittrauer and Emmy Bliss Zittrauer, minors formerly known as Dru Elizabeth Stafford and Emmy Bliss Stafford, heirs of the succession of Micah Wayne Stafford, proposes to sell the aforesaid property, at private sale, for the price and upon the terms aforesaid and the heirs, legatees, and creditors are required to make opposition, if any they have or can, to such course, within seven (7) days, including Sundays and holidays, from the day whereon the

By order of the Twenty-third Judicial District Court on this 1th day of February, 2021 CLERKON COURT

ADVERTISEMENT FOR BIDS

Livingston Parish Gravity Drainage District No. 1 is seeking sealed bids to purchase unleaded gasoline, diesel fuel, and the use of 3 accompanying fuel tanks and pumps for a period of one year.

Proposals shall be addressed to the Livingston Parish Gravity Drainage District No.

1 and delivered to the office of the Drainage District located at 8114 Florida

Boulevard, Denham Springs, LA 70726, or submitted electronically through www.centralbidding.com, with bids being received until **10:00 A.M. on Monday**, March 29, 2021, at which time they will be publicly opened and read aloud in the Drainage District office. All specifications and information for bidders will be available for examination at the Office of Fayard & Honeycutt, A.P.L.C., located at 519 Florida Ave Southwest, Denham Springs, Louisiana, 70726 (telephone (225)664-0304). Please contact

documents may also be downloaded directly from Central Bidding at www.centralbidding.com. Pursuant to La. R.S. § 38:2212 et seq. the provisions and requirements stated in the

Hannah Honeycutt Calandro for any further information or clarification. Official bid

 $bidding\ documents\ shall\ not\ be\ considered\ as\ informalities\ and\ shall\ not\ be\ waived.$

Pursuant to La. R.S. 38:2212, evidence of authority to submit the bid shall be Livingston Parish Gravity Drainage District No. 1 reserves the right to reject bids in

Advertisement dates: March 4, 2021; March 11,2021; and March 18, 2021

accordance with the law.

REQUEST FOR PROPOSALS 2021 STANDBY CONTRACT FOR

POST DISASTER SUBSTANTIAL DAMAGE DETERMINATION SERVICES

The Parish of Livingston is soliciting a Request for Proposal (RFP)/Solicitation from professionals to provide Post Disaster Substantial Damage Determination Services in the event of a natural or man-made catastrophe. When buildings undergo repair or improvement, it is an opportunity for local floodplain management programs to reduce flood damage to existing structures. More than 21,000 communities participate in the National Flood Insurance Program (NFIP), which is managed by the Federal Emergency Management Agency (FEMA). To participate in the NFIP, communities must adopt and enforce regulations and codes that apply to new development in Special Flood Hazard Areas (SFHAs). Local floodplain management regulations and codes contain minimum NFIP requirements that apply not only to new structures, but also to existing structures which are "substantially improved (SI)" or "substantially damaged (SD)."

Enforcing the SI/SD requirements is a very important part of our community's floodplain management responsibilities. There are many factors that local officials will need to consider and several scenarios they may encounter while implementing the SI/SD requirements.

Proposers shall be judged on multiple criteria, not primarily on price, and the firm found to be the most qualified and, in the Owner's, best interest shall be selected. Minority, women-owned, and small disadvantaged businesses are encouraged to participate. Please note this time and date

Interested parties are invited to obtain a Request for Proposal package by contacting Ms. Brandi Janes at (225) 686-3066 or by sending an e-mail request to longov.com or by mailing a written request to Ms. Brandi Janes, Deputy Director, P.O. Box 1060, Livingston, LA 70754.

Livingston Parish Office of Homeland Security

Proposals are to be addressed as follows for mail, express delivery or hand delivery

and Emergency Preparedness Title: Brandi A. Janes, Director Layton Ricks, Parish President

Fax: 225-686-7280 Post Office Box 1060 Livingston, LA 70754

Owner/Representative:

Responses to this RFP must be received no later than 4 p.m. on Thursday, March 25, 2021. Proposals shall be enclosed in an opaque sealed envelope or package, addressed to the Owner The name and address of the prospective Contractor, the date and hour of the proposal submit and the title "2021 REQUEST FOR PROPOSAL FOR STANDBY CONTRACT FOR Post Disaster Substantial Damage Determination Services" RFP shall be placed on the outside of the

Livingston Parish is an Equal Opportunity Employer. The Parish encourages all small and minority-owned firms and women's business enterprises to apply

Page 1/1 SUCCESSION, 000000014614, Transaction Date: 02/19/2021

PROBATE NUMBER 14,614 21ST JUDICIAL DISTRICT COURT STATE OF LOUISIANA

with the provisions of Article 3281 of the Code of Civil Procedure for the sum of Sixty-nine Thousand Dollars and no cents (\$69,000.00), cash to Alvin Delatte, Jr. and Debra David Delatte with the succession to pay all encumbrances, judgments, liens or any other issues including payment of pro-rata taxes. The immovable property proposed to be sold at private sale is

petitioned this court to sell immovable property of the Succession at private sale in accordance

Notice is given that the Executrix of this Succession, Patricia Delatte Liotto has

One certain lot or parcel of land together with all improvements thereon designated as Lot 5A containing 3.0 acres Section 3, Township 9 South, Range 5 East, Greensburg Land District of Louisiana, in Livingston Parish, more particularly described as LOT 5A on a survey for Patricia Litto dated October 27, 2003 by Charles R. St. Romain RLS #4415 and incorporated herein by reference, said Lot 5A being more particularly described as follows: Commence at the Southeast content of Lot 5A thence proceed N 89 degrees 44.25" R ad distance of 87.00 feet to a point and corner; thence proceed S00 degrees 38' 37" E a distance of 156 feet to a point and corner; thence proceed S00 degrees 44' 25" E a distance of 37 feet to a point and corner; thence proceed S00 degrees 38' 37" W a distance of 156 feet to the point of beginning. Said map being of record in File 8995513 of the official records of Livingston Parish.

Any heir, legatee, or creditor who opposes the sale must file his/her opposition within seven days from the date of which the last publication of this notice appear





Nancy E. David Publisher

J. McHugh David Jr. Publisher / Managing Editor David Gray

Rob DeArmond **Sports Editor**

Lifestyle **Editor**

Karen Brooks Paul Hatton **Graphics** Sales Margaret Smith

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