

Town of Abita Springs

Short Term Rental Application

-Office Use Only-

Received By: _____

Date: _____

Time: _____

Permit #: _____

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

APPLICANT INFORMATION

Name: Mark Hosch

Mailing Address: PO Box 1147

Address: 23186 Highway 435

Phone: 985-966-0628

Alternate Emergency Contact: Kasey Hosch

Alternate Address: _____

Alternate Phone #: 504-583-4648

Email: kaseymark@bellsouth.net

RENTAL PROPERTY INFORMATION

Business Name: The Abita Longbranch LLC

Physical Address: 72419 Highway 59 Phone #: 504-583-4648

Prior Permit #: _____

MANDATORY DOCUMENT CHECKLIST

- Real Property Document Translative of Title (Proof of Ownership)
- Proof of Homestead Exemption (Residential Only) *Commercial*
- Fire Inspection Document
- Property Assessment Document
- Certificate of Insurance
- If Applicable, Proof of Prior Operation (6 months)
- If Applicable, Certificate of Appropriateness for Signage (issued by the Historic Commission)
- Site & Floorplan (to include square footage, egress, location of disconnect panels and water main valve)

ACKNOWLEDGMENT

- I will maintain a minimum of \$500,000 of valid business liability insurance on the rental property.
- Smoke and carbon monoxide detectors are installed and operable in every bedroom.
- Emergency contact information and the short term rental permit will be clearly posted on premise.
- My rental property complies with all applicable regulations.
- All ingress and egress locations in the building are unobstructed, maintained and operational.

I understand that I am responsible for compliance with all applicable local, state, and federal regulations. I further understand my responsibilities under the Town of Abita Springs Code of Ordinances and that violations of any of these could lead to the revocation of my short term rental permit and additional penalties. I hereby certify that the above information is true and correct to the best of my knowledge.

APPLICANT

Signature: Mark Hosch

Print Name: MARK Hosch

Date: 2/23/21

WITNESS

Signature: Kasey M Hosch

Print Name: Kasey M Hosch



C-20-0461

BOND FOR DEED CONTRACT

UNITED STATES OF AMERICA

BY: JAMES D. EAKER AND
CELIA S. EAKER

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

TO: THE ABITA LONGBRANCH, LLC

BE IT KNOWN, that on this 28th day of December 2020, before me, Notary Public, duly commissioned and qualified, in and for the Parish of St. Tammany, State of Louisiana, therein residing, and in the presence of the competent witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

JAMES D. EAKER (SSN***-**-6516) and CELIA S. EAKER (SSN***-**-3700), residents of and domiciled in the Parish of St. Tammany, State of Louisiana, who declared unto me, Notary, that they have been married as follows: Celia S. Eaker has been married twice: first to Jerry Michael Parr from whom she was divorced, and second to James D. Eaker with whom she is presently living and residing. James D. Eaker has been married twice: first to Diane Bush from whom he was divorced, and second to Celia S. Eaker, with whom he is presently living and residing.

Mailing Address: Post Office Box 61, Abita Springs, LA 70420. (hereinafter referred to as "Grantor")

who declared that contemporaneously with the execution of this instrument,

THE ABITA LONGBRANCH, LLC (TIN: **-***9146), a Limited Liability Company organized and existing under the laws of the State of Louisiana, domiciled in the Parish of St. Tammany, represented herein by Mark Hosch, its Sole Member, duly authorized by virtue of the fact that he is the Sole Member.

Mailing Address: Post Office Box 1147, Abita Springs, LA 70420, (hereinafter referred to as "Grantee").

Grantee has paid a down payment to Grantor for the sum of **NINETY THOUSAND AND 00/100 DOLLARS (\$90,000.00)**, cash in hand paid, receipt of which is hereby acknowledged by Grantor, and further Grantee does hereby bind and obligate themselves, their heirs, successors and assigns to pay unto Grantor the sum of **THREE HUNDRED SIXTY THOUSAND AND 00/100 DOLLARS (\$360,000.00)**, with interest at the rate of four percent (4.00%) per annum from January 1, 2021, payable as follows: Thirty-five (35) equal and consecutive monthly installments of **ONE THOUSAND SEVEN HUNDRED EIGHTEEN AND 70/100 DOLLARS (\$1,718.70)**, representing principal and interest, and one final payment of all remaining outstanding principal and interest due on January 1, 2024. The first monthly payment will be due February 1, 2021, and each additional installment shall be payable on the same day of each month thereafter until paid in full. In the event any installment shall not be paid in full within ten (10) days after it becomes due, the Grantor may charge Grantee a delinquency charge of Fifty and 00/100 (\$50.00) Dollars. If, and only if, Grantee promptly pays the full and total amount due hereunder, and all taxes, assessments and insurance, as set forth hereinafter, Grantor will, at that time, execute a sufficient warranty deed selling and conveying unto Grantee the following described property, to wit:

ALL THAT CERTAIN LOT OR PARCEL OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, means, privileges, servitudes, advantages and appurtenances thereunto belonging or in anywise appertaining, situated in Section 36, Township 6 South, Range 11 East, Town of Abita Springs, Parish of St. Tammany, State of Louisiana, and more fully described as follows, to-wit:

From the Section Corner common to Sections 25 and 36, Township 6 South, Range 11 East, and Sections 30 and 31, Township 6 South, Range 11 East, go South 00 degrees 15 minutes East, a distance of 1304.4 feet to a point in Louisiana Highway No. 59; thence go South 73 degrees 00 minutes West, a distance of 24.0 feet to a point marked by a ½ inch pinched pipe located at the intersection on the Westerly Right-of-Way line of Louisiana Highway No. 59, and the Southern edge of an abandoned gravel road; thence go along the Southern edge of said abandoned gravel road, South 73 degrees 06 minutes 50 seconds West, a distance of 159.2 feet to a ½ inch iron pipe, the Point of Beginning of said 4.03 acres portion of ground.

From said Point of Beginning, go South 62 degrees 29 minutes 25 seconds West, a distance of 103.0 feet to a point marked by a ½ inch iron pipe; thence go South 54 degrees 27 minutes 40 seconds West, a distance of 397.90 feet to a point marked by a ½ inch iron pipe; thence South 41 degrees 52 minutes West, a distance of 153.8 feet along the Southern edge of an abandoned gravel road to a point marked by a 5/8 inch iron rod located on the Eastern edge of an unnamed road; thence go South 08 degrees 04 minutes West along the Eastern edge of said unnamed road, a distance of 289.77 feet to a point marked by a 5/8 inch iron rod; thence go South 85 degrees 40 minutes 20 seconds East, a distance of 362.0 feet to a point marked by a ½ inch iron pipe; thence North 04 degrees 14 minutes East, a distance of 540.47 feet to a point; thence go North 54 degrees 27 minutes 40 seconds East, a distance of 120.03 feet to a point marked by a ½ inch iron pipe; thence go North 62 degrees 29 minutes 25 seconds East, a distance of 93.21 feet to a point marked by a ½ inch iron pipe; thence go North 22 degrees 11 minutes 53 seconds West, a distance of 60.26 feet to the Point of Beginning.

Said Property contains approximately 4.03 acres. All in accordance with and as more fully shown on the survey by Fontcuberta Surveys, Inc., Land Surveyors, dated June 13, 1991, a copy of which is annexed to an act recorded with the Clerk of Court for St. Tammany Parish, Louisiana, at COB 1465 folio 331, Instrument No. 785024 and as further shown on a survey by Fontcuberta Surveys, Inc., Land Surveyors, dated March 15, 1994.

THIS ACT IS MADE SUBJECT TO THE FOLLOWING:

1. Any encroachments, overlaps, easements, rights of way, servitudes and all matters which might appear on a current survey of the property.
2. Any restrictions, covenants, easements, rights of way, servitudes, set-back lines recorded in the official records of the Parish of St. Tammany, and on the plan of subdivision recorded, if any, and any other restrictions recorded; but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry or source of income, as set forth in applicable state and/or federal laws, except to the extent that said covenant and/or restriction is permitted by applicable law.

Grantor and Grantee further agree that the payment of each monthly installment (plus the escrow payment set forth hereinafter) until the full purchase price has been paid is of the essence of this Bond for Deed Contract, and that if any installment (including the escrow payment set forth hereinafter) is not paid when due, or if grantee shall in any other manner default with respect to any of the provisions contained herein, then Grantor shall have the right to cancel this contract upon giving Grantee forty-five (45) days notice by registered or certified mail in accordance with law, and particularly, LSA-R.S. 9:2945. In the event Grantor elects to cancel this contract after due notice to Grantee, the title to the above-described property shall be free and clear from any and all claims by the Grantee, their successors and assigns, and the possession of said property shall be peaceably and promptly surrendered to the Grantor.

It is expressly agreed that the immovable property to be conveyed in accordance herewith and all improvements and component parts, plumbing, electrical systems, mechanical equipment, heating and air conditioning, built-in appliances, and all other items located therein are to be conveyed by Grantor and accepted by Grantee "AS-IS, WHERE-IS" without any warranties of any kind whatsoever, even as to metes and bounds, zoning, operation, or suitability of the property for the use intended by the Grantee, without regard to the presence of apparent or hidden defects and with Grantee's full and complete waiver of any and all rights for the return of all or any part of the price paid by reason of any such defects.

Grantee acknowledges and declares that neither the Grantor, nor any party, whomsoever, acting or purporting to act in any capacity whatsoever on behalf of the Grantor has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise, and upon which Grantee has relied, concerning the existence or non-existence of any quality, characteristic or condition of the property herein conveyed. Grantee has had full, complete and unlimited access to the property to be conveyed pursuant hereto, and in fact is in possession of said property as of the execution hereof, and has been in such possession for an extended period of time.

Grantee expressly waives the warranty of fitness and the warranty against redhibitory vices and defects, whether apparent or latent, imposed by the Louisiana Civil Code Articles 2520-2548, inclusive, in any other applicable state or federal law and the jurisprudence thereunder.

Grantee also waives any rights Grantee may have in redhibition to a return of the purchase price or to a reduction of the purchase price paid pursuant to the Louisiana Civil Code Articles 2520-2548, inclusive, in connection with the property to be conveyed to Grantee herein.

Grantor hereby transfers to Grantee the sole right of occupancy of the property. Grantee assumes the sole responsibility for any and all maintenance and repairs of the Property and improvements thereon, and Grantee further agrees to keep said property and improvements thereon in the same or better condition as same is in on the date hereof.

Grantor shall constantly keep in full force and effect insurance against risk of loss by fire, wind and storm, in solvent insurance companies up to the full insurable value of the buildings and improvements thereon.

Grantor declared that the taxes for the year 2019 have been paid and taxes for the year 2020 are due and are to be paid by Grantor. All future taxes shall be paid by Grantor. Grantor further binds and obligates itself to remit proof of payment for property taxes to Grantee at the address shown herein, either by mail or in person, as each such tax payment is made. Grantor and Grantee acknowledge that Grantor currently escrows with his mortgage company for fire and windstorm insurance, taxes and flood insurance. The escrow payment due each month by Grantor is \$435.26. Grantee shall pay Grantor the escrow payment of \$435.26, or any future adjustment amount thereof, each month on the same due date as the monthly bond for deed payment.

Grantor and Grantee further declare that this contract and all rights hereunder, including the right to possession of the property and its improvements, are and shall remain personal to Grantor and Grantee's rights and obligations may not be alienated, sold, assigned, conveyed, mortgaged, pledged or hypothecated by Grantee in whole or in part, without the prior written consent of Grantor, said consent not to be unreasonably withheld.

Grantor declares and Grantee expressly acknowledges that there is currently a mortgage encumbering the Property. Said Mortgage is dated June 1, 2012, in favor of Pinnacle Mortgage Group, LLC, by James Daniel Eaker and Celia Eaker, in the original amount of \$255,000.00, recorded with the Clerk of Court for St. Tammany Parish, Louisiana, as Instrument No. MOB 1858142, said Mortgage having been assigned to Wells Fargo Bank, N.A., by Act dated April 5, 2016, recorded as MOB Instrument No. 2023399.

Grantee expressly waives the requirement of LSA-R.S. 9:2942 relative to the obtaining of a written guarantee from the mortgage holders and the recordation thereof and the requirement of LSA-R.S. 9:2943 that a Louisiana bank be designated as escrow agent. Grantor and Grantee expressly waive any right that they may have to claim the invalidity of this Bond for Deed Contract because of noncompliance with the aforementioned statutes and all parties agree not to initiate or suggest any action be taken against Grantor under LSA-R.S. 9:2947. Grantee further understands that the said statutes are for Grantee's protection and Grantee affirms knowledge of the outstanding mortgage indebtedness and reaffirms those waivers set forth herein.

Grantor's Initials: JDE CE Grantee's Initials: MJ

Grantor expressly agrees that they will pay and satisfy the monthly mortgage obligation referenced above first from the payments made to them by Grantee as provided hereunder. Grantor further expressly agrees that they will provide proof of payment of the monthly note obligation secured by the above referenced mortgage, to Grantee at Grantee's address hereinabove written, on or before the due date.

Grantor and Grantee agree that this Bond for Deed Contract will be recorded in both the mortgage and conveyance records of the Parish of St. Tammany, State of Louisiana.

The undersigned Notary has not provided a title examination for the property transferred and received herein, and the parties hereto relieve and release the undersigned Notary from all responsibility and liability in connection therewith and acknowledge that no title examination or title insurance was requested or provided in connection with this exchange. The parties waive the necessity of the production of mortgage and tax research certificates, and relieve me, Notary, from all liability arising out of non-production of same.

The Parties further agree and acknowledge that no title opinion has been rendered, no opinion as to the state of the title was given, nor was a title opinion requested and they further agree to relieve and release me, Notary, and 110 Title, LLC, for any consequences as a result of the non production of a title opinion.

The parties hereby waive the production of a current survey and do hereby relieve and release me, Notary, and 110 Title, LLC from any and all liability in connection therewith, including, but not limited to matters of access, encroachments, servitudes, legal description, easements, etc., which might result from said nonproduction of survey.

THUS DONE AND PASSED, in my office in Mandeville, Louisiana, on the day, month and year herein first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after reading of the whole.

WITNESSES:

Kerri B. Simon
Print Name: Kerri B. Simon
Ami Lalumera
Print Name: Ami Lalumera

GRANTOR:

James D. Eaker
JAMES D. EAKER
Celia S. Eaker
CELIA S. EAKER

GRANTEE:

THE ABITA LONGBRANCH, LLC

BY: Mark Horsch
MARK HOSCH, Sole Member

Andrew S. Mendheim
ANDREW S. MENDHEIM, LBR #33984
NOTARY PUBLIC





COMPLIANCE INSPECTION REPORT
ABITA SPRINGS SHORT TERM RENTAL
FIRE DISTRICT #8
22455 HWY 36 - PO BOX 937
ABITA SPRINGS, LA 70420
(985) 892-2065
www.stfd8.com

OWNER Mark Horsch CONTACT 985-966-0628

MAILING ADDRESS PO Box 1147 Abita Springs LA 70420

INSPECTED ADDRESS 72419 Highway 59 Abita

PHONE # 985-966-0628 ALTERNATIVE PHONE # 504-583-4648

- Smoke and carbon monoxide detectors are present, operable and maintained in each bedroom.
- Address is clearly marked and visible at the street.
- Perimeter of building is free of accumulation of weeds, trash, tires and other debris
- Means of egress, corridors, hallways and stairways are free of obstructions

COMMENTS:

N/A

This inspection was performed for the purpose short-term rental permitting in the Town of Abita Springs. The inspection shall establish pre-fire planning, hazard identification and mitigation and smoke and carbon monoxide detector compliance.

Owner MARK Horsch Signature Mark Horsch Date 2/23/21
 (Print Name)

Inspector Michael Taylor Jr Signature [Signature] Date 2/22/2021
 (Print Name)

Assessment Number: 115-108-4216

Tax Year: 2020

Print this page

Show Parcel Map

EAKER, JAMES D ETUX

Property Address: 72419 HWY 59

Property Description

4.03 ACS IN SEC 36 6 11 CB 1465 331 INST

NO 1467505 INST NO 1645108 INST NO 1662725

Parishwide

Name of Millage or Fee	Millage	Amount
Law Enforcement	11.14	\$151.55
School Debt Service	13.90	\$189.10
School Constitutional Tax	3.48	\$47.34
School Additional Support Tax	4.42	\$60.13
School Maint. Operations	3.14	\$42.72
School Maint. Operations	32.41	\$440.91
School Additional Support	2.75	\$37.41
School Security SRO MHP	1.90	\$25.85
Florida Par. Juv. Center	2.75	\$37.41
Drainage Maintenance	1.69	\$22.99
Library	5.78	\$78.63
Assessment District	2.47	\$33.60
Public Health	1.69	\$22.99
Animal Shelter	0.78	\$10.61
Council On Aging/STARC	1.83	\$24.90
Coroner's Millage	3.10	\$42.17
Mosquito Dist 2	3.90	\$53.06
Tax District Taxes		
Alimony 2 (Parish Maint.) (Parish Maint.)	1.37	\$18.64
Fire Dist 08	32.25	\$438.73
Recreation Dist 11	9.23	\$125.56
Town Of Abita Springs	15.25	\$321.84
Total		\$2,226.13



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/11/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Riverlands Insurance Services Inc. 492 West 5th Street LaPlace LA 70068	CONTACT NAME: Kayla Landry, CISR PHONE (A/C, No, Ext): (985) 652-5505 E-MAIL ADDRESS: klandry@rivins.com	FAX (A/C, No): (985) 652-4039
	INSURER(S) AFFORDING COVERAGE	
INSURED Mark & Kasey, LLC & The Abita Longbranch, LLC P. O. Box 1147 Abita Springs LA 70420	INSURER A: Colony Insurance Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 20-21 **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			101GL0168173-00	02/28/2020	02/28/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ Included
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Covered Locations: 77434 Hwy 21 Covington, LA 70435
 22049 7th St Abita Springs, LA 70420
 71572 St. Charles St Abita Springs, LA 70420
 23146 Strain Rd Mandeville, LA 70471
 22324 Level St Abita Spring, LA 70420
 23526 Tarpon Dr Abita Springs, LA 70420
 72419 Highway 59 Abita Springs, LA 70420

CERTIFICATE HOLDER**CANCELLATION**

For Verification Purposes	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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72419 Hwy 59

The Abita
Longbranch

Davis Cemetary Rd

HOUSE

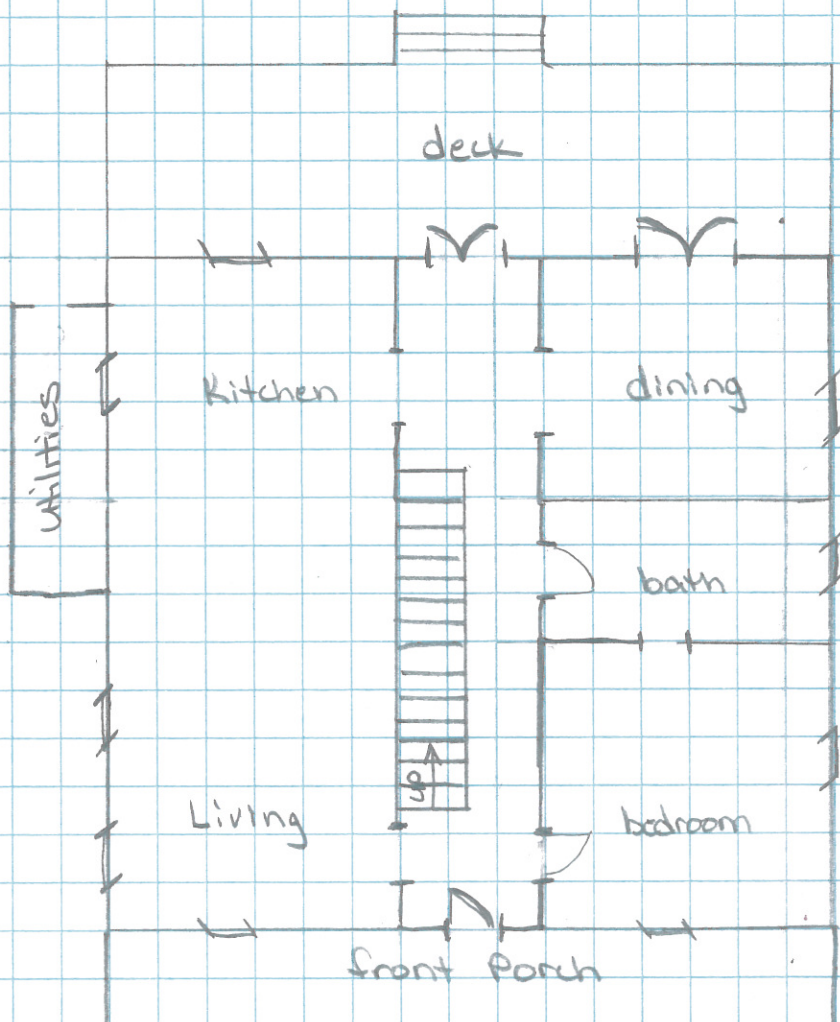
Highway 59

Hwy 36



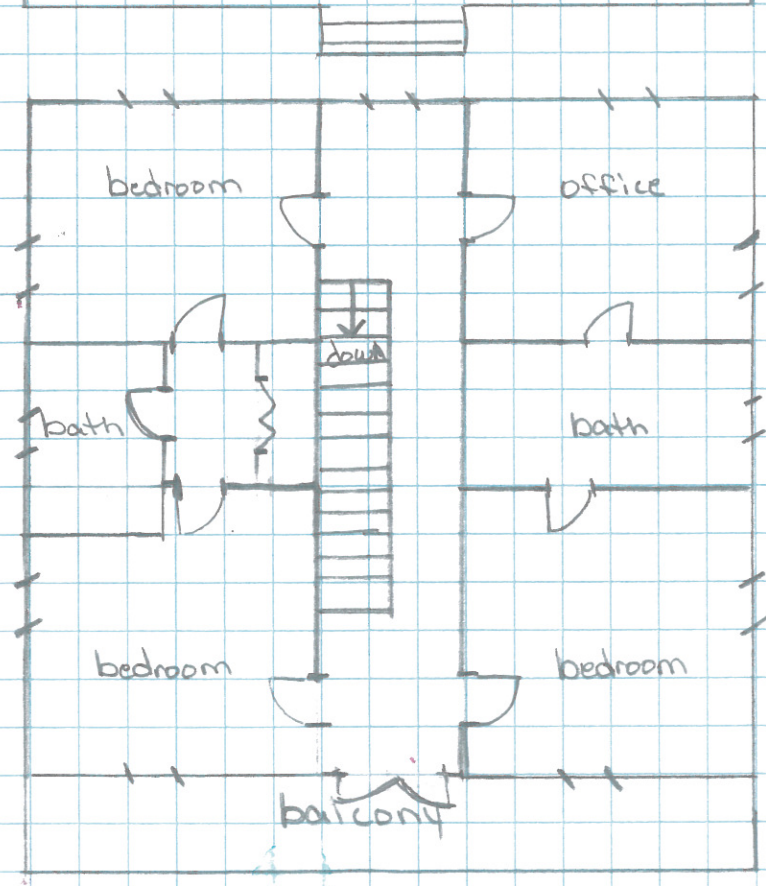
72419 Hwy 59

The Abita Longbranch



DOWN

Approx 2200 sf living



UP