

ST. TAMMANY PARISH COUNCIL

ORDINANCE

ORDINANCE CALENDAR NO. 3099

ORDINANCE COUNCIL SERIES NO. ____

COUNCIL SPONSOR: Stefancik/ President

PROVIDED BY: President/ Legal

INTRODUCED BY: _____

SECONDED BY: _____

ON THE _____ DAY OF _____, 2005

ORDINANCE TO AUTHORIZE THE PARISH OF ST. TAMMANY TO, THROUGH THE OFFICE OF THE PARISH PRESIDENT, TO PURCHASE ALL THAT CERTAIN PARCEL OF LAND, COMMONLY REFERRED TO AS "4.0 ACRES KOOP DRIVE PROPERTY", WARD 4, DISTRICT 7 (DESCRIBED IN EXHIBIT "A" ATTACHED HEREINBELOW.)

WHEREAS, the Parish of St. Tammany desires to purchase the "4.0 acres Koop Drive property" (hereinafter referred to as "Property"), and

WHEREAS, there is a need and purpose to purchase the Property in order to allow for further enhancement and future expansion of the Tammany Trace Trailhead area; and

WHEREAS, the Parish of St. Tammany hereby desires to purchase the Property and authorizes the Office of the Parish President to do whatever is necessary to enter into negotiations and purchase said property.

THE PARISH OF ST. TAMMANY HEREBY RESOLVES to authorize the Parish of St. Tammany to purchase all that certain parcel of ground, commonly known as the "4.0 acres Koop Drive property". (Described in Exhibit "A" attached hereinbelow.)

That pursuant to all applicable provisions of law, the Office of the Parish President is directed and authorized to do whatever is necessary to purchase the Property; and

That the Office of the Parish President is authorized and instructed to proceed with the purchase of the Property in a timely and orderly matter.

That the Office of the Parish President is authorized to exercise its discretion in purchasing this property, together with all agreements and all transactions necessary to carry out the intent of this Ordinance; and

That, the purchase price shall be ONE HUNDRED TWENTY THOUSAND DOLLARS AND 00/CENTS (\$120,000.00).

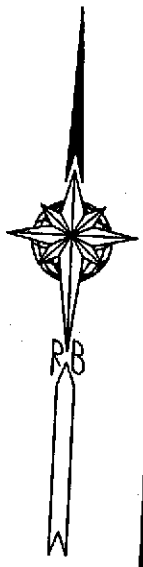
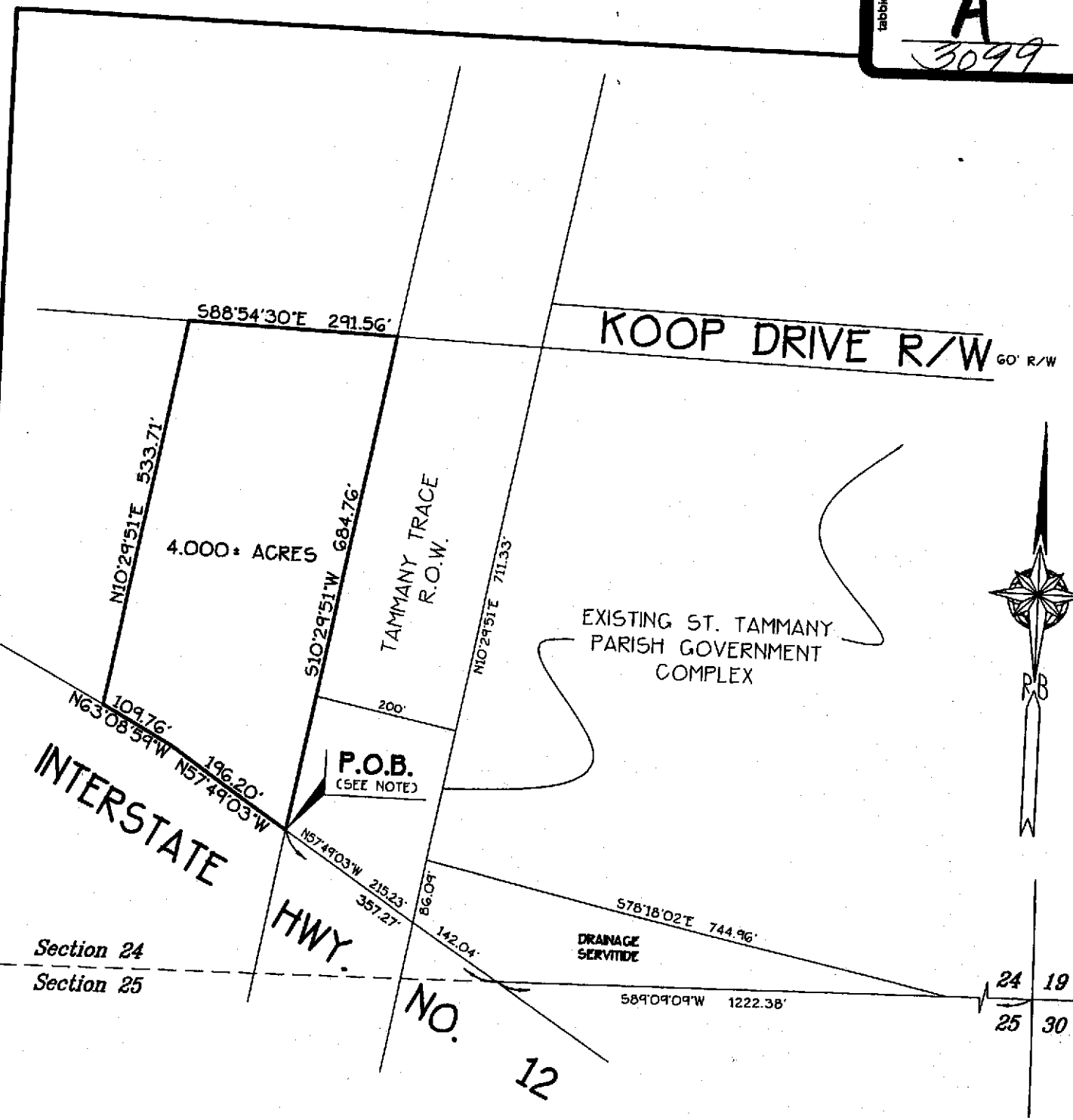
REPEAL: All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SEVERABILITY: If any provision of this Ordinance shall be held to be invalid, such invalidity shall not affect other provisions herein which can be given effect without the invalid provision and to this end the provisions of this Ordinance are hereby declared to be severable.

EFFECTIVE DATE: This Ordinance shall become effective immediately or as per law, which ever is earlier.

MOVED FOR ADOPTION BY: _____, SECONDED BY: _____

tabbles



REF.: Plot by Ned R. Wilson & Assoc., Inc.
 Dated: 7-28-82

Plot by NRW & Assoc., Inc.
 Dated: 7-15-88

NOTE: P.O.B. IS DESCRIBED AS BEING 589°09'09"W, 1222.38', N57°49'03"W, 357.27' FROM THE S.E. CORNER OF THE SOUTH 1/2 OF THE S.E. QUARTER OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 11 EAST, ST. TAMMANY PARISH, LOUISIANA.

Sketch of
 A PORTION OF GROUND SITUATED IN SECTION 24
 TOWNSHIP 7 SOUTH, RANGE 11 EAST
 ST. TAMMANY PARISH, LOUISIANA
 FOR
 ST. TAMMANY PARISH GOVERNMENT

THE SERVITUDES AND RESTRICTIONS SHOWN ON THIS SURVEY ARE LIMITED TO THOSE SET FORTH IN THE DESCRIPTION FURNISHED US AND THERE IS NO REPRESENTATION THAT ALL APPLICABLE SERVITUDES AND RESTRICTIONS ARE SHOWN HEREON. THE SURVEYOR HAS MADE NO TITLE SEARCH OR PUBLIC RECORD SEARCH IN COMPILING THE DATA FOR THIS SURVEY

THIS IS NOT A BOUNDARY SURVEY

Randall W. Brown & Associates, Inc.
 Professional Land Surveyors
 Planners • Consultants

Date: NOVEMBER 8, 2004
 Sketch No. 04976
 Project No.

Randall W. Brown, P.L.S.
 Professional Land Surveyor
 LA Registration No. 04586

228 W. Causeway App. Mandeville, LA 70448
 (985) 624-5368 FAX (985) 624-5309

Scale: 1"=200'±
 Drawn By: dcw
 Revised:

3099

PURCHASE AGREEMENT

BY: J. ERNEST PRIETO
JOAN PRIETO DOOLITTLE
GOLDEN PROPERTIES, LLC

MAY 6, 2005

TO: ST. TAMMANY PARISH

1. I/ WE offer and agree to sell 4.0 ACRES FRONTING A WESTERN EXTENSION TO KOOP DRIVE, SECTION 24-T7S-R11E, ST. TAMMANY PARISH, LOUISIANA [SEE EXHIBIT A - RANDALL W. BROWN & ASSOCIATES, INC'S SKETCH 04976, NOVEMBER 8, 2004].

2. On grounds measuring about 291.56 [Koop] x 684.76 [Trace] x 196.20' and 109.76' [two distances - I-12] x 533.7' [West Line]

3. Property sold and purchased subject to all title and zoning restrictions on record, or by laws or ordinances for the sum of ONE HUNDRED TWENTY THOUSAND AND NO/100 [\$120,000.00] DOLLARS, CASH.

[1] **Appraisal:** Buyer may obtain an appraisal and should the property not appraise for \$120,000.00, then Buyer shall have the option to cancel this contract and have it's deposit refunded. In no event will sellers adjust their price due to Buyer's appraisal reflecting a lower value than the sales price.

4. This sale is conditioned upon the ability of purchaser to borrow upon this property as security the sum of _____ [%] percent or \$ _____ by a mortgage loan or loans at a rate of interest not to current interest and principal payable on or before _____ [] years in equal monthly installments.

5. Should purchaser, seller or agent be unable to obtain the loan stipulated above within _____ [] days from acceptance hereof, this contract shall then become null and void and the agent is hereby authorized to return the purchaser's deposit in full. Commitment by lender to make loan subject to approval of title shall constitute obtaining of loan.

6. PROPERTY SOLD SUBJECT TO THE FOLLOWING:

(1) Sellers reserve all minerals, but waive surface rights;

(2) **Wetlands Mitigation:** Purchaser shall apply for a wetlands determination at Purchaser's sole expense.

All wetlands application and other fees, surveys, drainage studies, and any mitigation cost shall be at the Purchaser's sole expense. Should it be determined that the property is more than fifty [50%] percent wetlands, and not subject to development or mitigation; then this agreement at the sole option of the Purchase shall become null and void and as if never written and Sellers are obligated to return the deposit plus interest to Purchaser within seven [7] work days of the written notification by the U. S. Corps or Engineers or St. Tammany Parish, of the non- mitigable wetlands. Purchaser shall have the option to proceed to a sale despite a favorable wetlands determination.

(3) **IRS Section 1031 Exchange:** Sellers, or one or more of them, may wish to effect an IRS Section 1031 Exchange and be able to obtain an exchange replacement within the time frame allowed by the IRS. All costs to effect such a Section 1031 Exchange shall be paid by Selling owner.

(4) Sellers to donate 60' x 291.56' extension of Koop Drive, West of Tammany Trace to St. Tammany Parish. St. Tammany Parish to dedicate extension of Koop Drive [60' x 200' across the Tammany Trace.

Buyer to Provide a 24' paved or asphalt road within a 60' servitude or dedicated street extending Koop Drive 200' across the Tammany Trace and 291.56' fronting the property meeting St. Tammany Parish specifications, all at buyer's cost. The road is to be completed within two [2] years of the date of acceptance of this contract.

Within six [6] months of taking title, the Buyer will construct an all-weather gravel road across the Tammany race at Buyer's cost for Seller's use pending completion of the 491.56' of paved or blacktop street.

(5) Buyer to construct sewer and water lines through the Tammany Trace [200'] and across the entire 291.65' being purchased, all at Buyer's cost. The sewer and water lines installed shall be sufficiently sized to allow the Sellers to tie into each system for the development of Sellers remaining 24+/- acres.

(6) If resubdivision of the 4.0 acres if required, such shall be at the sole expense and under the direction of the Buyer. Sellers agree to sign any required documentation to be prepared by Buyer's attorney. Resubdivision, if required, shall be completed within 100 days from acceptance.

[7] CONDITIONAL USE PERMIT: Should Buyers contemplated use require a conditional use permit, Buyer shall apply for the change and bare all costs involved.

[8] Offer is contingent upon Buyer getting a termination of a 60' servitude granted by J. Clay Prieto to R&R Land Co., Inc. [Richard S. Blossman] 04/15/87, recorded in COB 1303, folio 222 from R&R Land Co., Inc.

7. **POSSESSION and OCCUPANCY** by purchaser at passing of act of sale on or before OCTOBER 31, 2005.

8. **THERE ARE NO RECORDED SEWERAGE, UTILITIES, AND STREET SURFACING CHARGES** bearing against the property as of this date.

9. **REAL ESTATE TAXES** to be prorated and assumed by seller under a bulk assessment.

10. CLOSING COSTS:

[1] SELLER'S FEES: All costs and fees, for necessary **MORTGAGE CERTIFICATES** [\$105.00], **TAX RESEARCH** [\$25.00], **ORDERING CERTIFICATES** [\$40.00], and **VENDOR'S CLOSING FEE NOT TO EXCEED \$200.00** [TOTAL - \$370.00] to be paid by **SELLERS**.

[2] BUYER'S FEES: **DEED, RECORDING, ABSTRACT, TITLE INSURANCE PREMIUM, MORTGAGE, RECORDING, MORTGAGE CERTIFICATES, APPRAISAL [IF NEEDED]; AND SURVEY [IF NEEDED].**

11. ACT OF SALE/EXTENSION/TITLE CURATIVE:

[1] **ACT OF SALE** at **EXPENSE OF PURCHASER** to be passed before **PURCHASERS** Notary, on or prior to **October 31, 2005**. However, Seller shall have the **option to extend** the closing date from **October 31, 2005** to **January 2, 2006** by written notification on or before October 1, 2005.

[2] In the event bonafide curative work in connection with title is required, the parties herewith agree to and do extend the time for passing of act of sale by sixty (60) days. If title curative work is required, then this date shall be automatically extended sixty [60] days, or until ten [10] days after completion of same, whichever comes first.

12. **DEPOSIT:** Within ten [10] days of acceptance, Purchaser must deposit **FIVE THOUSAND AND NO/100 [\$5,000.00] DOLLARS CASH OR CHECK** with **ERNEST PRIETO, A LAW CORPORATION**, as Escrow Attorney, to be used to purchase a Certificate of Deposit at Hancock Bank and Trust, located in Mandeville, LA, in the name of the Purchaser [with Purchaser's TIN] and **ERNEST PRIETO, ATTORNEY AGENT** for Sellers, with the deposit and all interest to be credited to Purchaser at the Act of Sale, or in the event of a default, all interest and principal shall belong to Sellers.

13. **DEPOSIT RETURN:** In the event this sale does not close for any reason not due to the fault of Purchaser, or if, upon the conclusion of the Inspection Period hereafter defined, purchaser does not approve the Property based upon a [1] nonmerchantable title; [2] non mitigable wetlands; [3] an environmental hazard [if found to exist], then this deposit plus interest will be immediately returned to Purchaser; or [4] if Purchaser fails to obtain financing. In the event this sale does not close because of Purchaser's default, then this deposit plus interest will be immediately forfeited and delivered to Sellers.

14. This deposit is to be interest bearing and shall be placed in Hancock Bank in the State of Louisiana, without responsibility on the part of the escrow agent in case of failure or supervision of each bank.

15. MERCHANTABLE TITLE:

[1] Sellers agree to convey unto Purchaser a valid and merchantable title acceptable to Purchaser's attorney, free and clear of any and all liens, encumbrances, and any security devices except for recorded and natural servitudes arising from the lay of the land, all easements, building restrictions, restrictive covenants and servitudes entered in the public records of St. Tammany Parish, Louisiana, which do not affect merchantability of title [the "Permitted Excetions"];

[2] Purchaser's title examination shall be accomplished within seventy five [75] days, by which time Purchaser shall give notice to Sellers of any title matters which are not Permitted Exceptions and which are objectionable to purchaser.

[3] Sellers shall either [a] cure the objectionable items prior to closing or with a 60-day extension; or [b] notify Purchaser within five [5] days after receipt of Purchaser's title or environmental or wetlands objections that Sellers elect not to cure such objections, in which latter event Purchaser shall have the option to either [i] waive such title objections or other objections, or [ii] terminate this Agreement and obtain the return of the deposit plus interest from the Escrow Agent.

16. **RIGHT OF ACCESS:** The parties hereto agree that Purchaser, its agents and/or employees, shall have the reasonable right of access to the Property for the purpose of physically inspecting the property and condition soil and other subsurface testing, surveying, environmental due diligence all at Purchaser's cost. Purchaser shall indemnify and hold harmless Sellers and its employees, partners, agents, and contractors from any loss, cost, damage or liability caused or arising from said inspection. seller shall obtain and shall agree to provide to Purchaser proof of Golden Properties, L.L.C. Articles of Organization if such approvals are required.

17. **SELLERS' DEFAULT:** In the event the seller fails to comply with this agreement for any other reason, within the time specified, the purchaser shall have the right either to demand the return of his deposit in full plus an equal amount to be paid as penalty by the sellers or the purchaser may demand specific performance, at his option.

18. **BUYER'S DEFAULT:** In the event the purchaser fails to comply with this agreement within the time specified, the seller shall have the right to declare the deposit ipso-facto, forfeited, without formality beyond tender of title to purchasers or the seller may demand specific performance.

19. **MARY PRIETO GOLDEN** is a licensed real estate agent selling her interest in Golden Properties, L.L.C. No real estate commission is due to any agent on this transaction.

20. This offer remains binding and irrevocable through MAY 18, 2005.

22. **MARITAL STATUS:**

1. **ERNEST PRIETO**, of lawful age and a resident of and domiciled in the Parish of St. Tammany, State of Louisiana, who declared unto me, Notary, that he has been married but twice: first, to Marietta Hansbrough Prieto, who is deceased; and second, to Gerardine (a/k/a Jeri) Vuskovich Thorne Prieto, from whom he is separate in property by virtue of a Marriage Contract dated August 10, 2000, registered in [REDACTED], with whom he presently lives and resides, and whose permanent mailing address is 2900 E. Causeway Blvd., Ste. D, Mandeville, LA 70448

2. **GOLDEN PROPERTIES, L.L.C.**, a Louisiana limited liability company, herein represented by Mary Prieto Golden, domiciled in St. Tammany Parish, Louisiana, w hose permanent mailing address is 688 Soutl Street, Mandeville, LA 70448.

3. **JOAN PRIETO DOOLITTLE** of lawful age and domiciled in St. Tammany Parish, Louisiana, who declares that she has been married but once and then to Robert T. Doolittle, Sr., and whose permanent mailing address is 1300 Monroe Street, Mandeville, Louisiana;

SIGNATURES ON FOLLOWING PAGE

3099

SELLERS MAY ⁰⁵ 5, 2005

Ernest Prieto
ERNEST PRIETO

2900 E. CAUSEWAY BLVD., STE. D
MANDEVILLE, LA 70448
PHONE: 1 (985) 626-7363

GOLDEN PROPERTIES, L.L.C.

BY: Mary Prieto Golden
MARY PRIETO GOLDEN, MANAGER
688 SOULT STREET
MANDEVILLE, LA 70448
PHONE: 1 (985) 626-4287

Joan Prieto Doolittle
JOAN PRIETO DOOLITTLE

1300 MONROE STREET
MANDEVILLE, LA 70448
PHONE: 1 (985) 626-4253

BUYER:

ACCEPTED: MAY __, 2005

[Signature]