

ST. TAMMANY PARISH COUNCIL

RESOLUTION

RESOLUTION COUNCIL SERIES NO: C-6269

COUNCIL SPONSOR: LORINO/COOPER

PROVIDED BY: PLANNING DEVELOPMENT

(SL2019-06) RESOLUTION TO CONCUR WITH THE CITY OF SLIDELL ANNEXATION AND REZONING OF 128.55 ACRES, MORE OR LESS, FROM PARISH I-2 INDUSTRIAL DISTRICT TO SLIDELL M-2 LIGHT INDUSTRIAL DISTRICT. PROPERTY IS LOCATED ON DR. T. J. SMITH MEMORIAL PARKWAY, IDENTIFIED AS TRACT B SITUATED IN SECTIONS 20 AND 21, TOWNSHIP 8 SOUTH, RANGE 14 EAST, WARD 8, AND DISTRICT 11/14. (SL2019-06)

WHEREAS, the City of Slidell is contemplating annexation of 128.55 acres, more or less, owned by Ashton Parc, LLC, and is located on Dr. T. J. Smith Memorial Parkway, identified as Tract B situated in Sections 20 and 21, Township 8 South, Range 14 East, Ward 8, and District 11/14 (see attachments for complete description) (the "Property"), and as fully described below,

Being designated as Tract "B" and situated in Sections 20 and 21, Township 8 South, Range 14 East, St. Tammany Parish, Louisiana, being more fully described as follows: From the Center of Section 21, in said Township and Range, thence South 88 degrees, 11 minutes, 08 seconds West 431.87 feet to the Easterly Right-of-Way Line of the Gulf Mobile and Ohio Railroad, also the Point of Beginning. Thence South 88 degrees, 11 minutes, 08 seconds West 210.89 feet to a point on the Westerly Right-of-Way Line of the Gulf Mobile and Ohio Railroad; thence North 89 degrees, 34 minutes, 56 seconds West 4,644.73 feet to a point; thence North 00 degrees, 29 minutes, 01 seconds 1,320.00 feet to a point; thence South 89 degrees, 34 minutes, 56 seconds East 2,640.00 feet to a point; thence North 89 degrees, 55 minutes, 22 seconds East 1,734.67 feet to the Easterly Right-of-Way Line of the Gulf Mobile and Ohio Railroad, thence along said Easterly Right-of-Way Line South 20 degrees, 18 minutes, 11 seconds East 1,418.34 feet to the Point of Beginning; and

WHEREAS, the Property, upon annexation, will be rezoned from Parish I-2 Industrial District to Slidell M-2 Light Industrial, a change which is not an intensification of zoning; and

WHEREAS, the Property is not developed and the proposed annexation would result in a split of the sales tax proceeds, as per the Sales Tax Enhancement Plan for the Parish and the City of Slidell (the "Agreement"), Ordinance C.S. No. 06-1413 adopted by the Parish Council on October 5, 2006 and providing for the annexation of property in Sales Tax District # 3 by the City of Slidell. (If Council does not concur, consider additional language explaining non-concurrence decision.)

THE PARISH OF ST. TAMMANY HEREBY RESOLVES to concur with the City of Slidell annexation and rezoning of the Property from Parish I-2 Industrial District to Slidell M-2 Light Industrial District, in accordance with the provisions of the Sales Tax Enhancement Plan.

BE IT FURTHER RESOLVED that should this property located in a critical drainage area be annexed, the St. Tammany Parish Council requires that the City of Slidell review of development proposals utilizing the applicable Drainage Model and compliance with Parish Drainage Regulations;

BE IT FURTHER RESOLVED that should this property be annexed, the St. Tammany Parish Council requires that the City of Slidell provide water and sewer services to the Property;

BE IT FURTHER RESOLVED that should the Property be annexed, the St. Tammany Parish Engineer will cooperate with the City of Slidell in the review of development proposals utilizing the applicable Parish or City Traffic Impact Regulations, whichever is more restrictive and in compliance with the provisions of the Agreement;

BE IT FURTHER RESOLVED that the Property to be annexed contains approximately two thousand (2,000) feet of T.J. Smith Memorial Parkway, and that Article 2 of the Agreement applies in this instance, mandating that when the City annexes property on both sides of the road, street, drainage feature, or other

infrastructure feature, said infrastructure must also be annexed. Therefore, the City of Slidell shall annex that portion of T.J. Smith Memorial Parkway that is within the City; and

BE IT FURTHER RESOLVED that the Property abuts approximately two thousand, seven hundred (2,700) feet of T.J. Smith Memorial Parkway, and that La. Rev. Stat. 33:224 mandates that when a municipality annexes territory adjacent to a road, the municipality and the parish shall equally share the maintenance of the road. Therefore, according to State law, the City and the Parish shall equally bear the expense of maintaining that portion of the road which abuts the annexed property.

THIS RESOLUTION HAVING BEEN SUBMITTED TO A VOTE, THE VOTE THEREON WAS AS FOLLOWS:

MOVED FOR ADOPTION BY: _____ SECONDED BY: _____

YEAS: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

THIS RESOLUTION WAS DECLARED ADOPTED ON THE 2 DAY OF APRIL, 2020, AT A REGULAR MEETING OF THE PARISH COUNCIL, A QUORUM OF THE MEMBERS BEING PRESENT AND VOTING.

MICHAEL R. LORINO, JR. , COUNCIL CHAIRMAN

ATTEST:

THERESA L. FORD, COUNCIL CLERK



ST. TAMMANY PARISH

MICHAEL B. COOPER
PARISH PRESIDENT

RE: Administrative Comment

Annexation SL2019-06:

The City of Slidell is contemplating annexation of 128.55 acres, more or less, owned by Ashton Parc, LLC. The property is located on Dr. T.J. Smith Memorial Parkway, identified as Tract B situated in Sections 20 and 21, Township 8 South, Range 14 East, Ward 8, and District 11/14.

Ross P. Liner, AICP, PTP, CFM
Director of Planning & Development



St. Tammany Parish Government

Government that Works

Annexation

City: Slidell City Case No: A19-05/Z19-05 Staff Reference: SL2019-06

Notification Date: 11/26/2019 Dead Line: 3/7/2020 Priority: 1

Owner: Ashton Parc, LLC Ward: 8 Council District: 11/14 Map

Location: 128.55 acres in Section 20 and 21, T8S R14E
Parish Zoning: I-2 Industrial District
City Zoning: M-2 Light Industrial District
Subdivision:

Existing Use: vacant
Size: 128.55 acres
STR: T8S R14E
 Developed Intensification Concur w/ City
Population: 0 Concur:
Annex Status: Sales Tax:

CITY OF SLIDELL
PETITION FOR ANNEXATION

Planning and Zoning Commissions
City of Slidell, Parish of St. Tammany
State of Louisiana

DATE: November 5, 2019

1) According to the attached certificate of the Registrar of Voters for the Parish of St. Tammany, Louisiana, and according to our information and belief, there are 0 registered voters residing in the area to be annexed. To obtain this information call the Registrar of Voters office in Covington at (985) 809-5500.

2) The property owners of this area are: (please print clearly):

NAME	MAILING ADDRESS	TELEPHONE NO.
<u>Ashton Parc LLC</u>	<u>38266 Hwy Depuecourt Rd. Pearl River, LA.</u>	<u>70452-5590</u>

There are: Resident property owners
 Non-Resident property owners

- 3) I/we do hereby certify that the undersigned are the sole owners of the property to be annexed. A copy of the Act of Sale/Deed must be attached. Attach a plat of survey or a map drawn to scale of no smaller than 1" equals 100' showing the location, measurements, and ownership of all property proposed for annexation.
- 4) The legal description of the property to be annexed must be attached so that the new City boundaries can be defined with certainty and precision.
- 5) If the petitioner(s) is/are a corporation, partnership or other entity, the petitioner(s) must attach a copy of the resolution authorizing the petitioner to sign and authorizing the petition for annexation. If a couple, both husband and wife must sign the petition.
- 6) Petitioner(s) desire to have the property as described in paragraph 4 annexed to the City of Slidell, St. Tammany Parish, Louisiana.
- 7) A copy of the last paid tax statement must be submitted with this petition for annexation.
- 8) Original Certificate of Assessor certifying ownership and assessed valuation of property must be completed by the Assessor's office. A copy of last tax statement and survey of property should be attached when submitting form to the Assessor's office for completion. Assessor's telephone number is (985) 809-8180 if you have any questions.

***Petitioner, by signature below, acknowledges that they have been informed as to the estimated cost of connection to City utilities.**

The undersigned petitioner(s), after being duly sworn, did depose and say that all the allegations and statements of fact are true and correct.

PETITIONER(S) / OWNER(S) OF RECORD:

J.P. Hancock 11/5/19
Signature Date

Signature Date

Signature Date

Signature Date

SWORN TO AND SUBSCRIBED before me this 5 day of Nov, 2019.

[Signature]
NOTARY PUBLIC



Gregory Brice Jones
Notary Public State of LA
Bar No. 7484
My Comm. Expires Upon My Death

**CITY OF SLIDELL
PETITION TO CHANGE ZONING DISTRICT CLASSIFICATION**

Planning and Zoning Commission
City of Slidell, Parish of St. Tammany
State of Louisiana

DATE: Nov 5, 2015

Petition is hereby made to the City of Slidell, Louisiana, to change the zoning classification of hereinafter described property.

(INSTRUCTIONS: Please print all information clearly.)

1) LOCATION OF PROPERTY: The property petitioned for zoning/rezoning is bounded by the following streets:

Dr. T. J. Smith Sr. Memorial Parkway

And identified by Lot, Square/Block, and Subdivision Name as follows:

TRACT B Sec 20, 21 & 14 CB 1167 Tract no 160068

NOTE: If the property does not have Lot, Square/Block, and Subdivision Name, attach a separate sheet giving description by Metes and Bounds.

2) TOTAL NUMBER OF ACRES or part thereof: 128.55

3) The reasons for requesting the zoning change are as follows:


For Future Development

4) A copy of the ACT OF SALE/DEED must be attached. Attach a PLAT SURVEY or a MAP DRAWN TO SCALE no smaller than 1" = 100' showing the location, measurements, and ownership of all property proposed for a change in zoning classification, so that the new zoning/rezoning can be defined with certainty and precision.

5) If the petitioner(s) is/are a corporation, partnership or other entity, the petitioner must attach a COPY OF THE RESOLUTION AUTHORIZING THE PETITIONER TO SIGN and AUTHORIZING THE PETITION FOR ZONING. If a couple, both husband and wife must sign the petition.

6) The following list of owners or authorized agents of 50% or more of the area of the land in which a change of classification is requested hereby petition the zoning classification of the afore described property be changed -

FROM: I-2 Indust TO: M-2 light Industrial
(Existing classification) (Proposed classification)

Signature	Printed Name	Mailing Address	Phone #	% Land Owned
	Fred H. Goodson	916 Morgan Bluff Rd Pearl River, LA	(980) 250-0690	50%

BEFORE ME, the undersigned authority, personally appeared the persons whose signatures are affixed above, all of full age and majority, who declare under oath to me, NOTARY, that they are the owners of all that certain lot, piece, or parcel of land located as set forth beside their respective signatures, and that they know of their own personal knowledge that the above petitioners are the owners of at least fifty percent of the area hereinabove described for which a zoning change is requested, and that their signatures were executed freely and voluntarily and that they are duly qualified to sign.

SWORN TO AND SUBSCRIBED before me this 5 day of Nov, 2015.



Gregory Brice Jones
Notary Public State of LA
Bar No. 7484
My Comm. Expires Upon My Death

St. Tammany Parish
Assessor's Office

Certificate of Ownership and
Assessed Valuation

2019 Tax Roll
No. 128-068-8827
(October 17, 2019)



**TAX COLLECTOR
ST. TAMMANY PARISH
2018 REAL ESTATE
PROPERTY TAX NOTICE**

 ASHTON PARC LLC
38266 HIGHWAY DEPARTMENT RD
PEARL RIVER, LA 70452-5520

3-416
T2 P1



ASSESSMENT NUMBER
1280688827

PROPERTY ASSESSED	ASSESSMENT
LAND	3,634
BUILDING(S)	--
TOTAL ASSESSMENT	3,634
NET ASSESSMENT	3,634

MILLAGE & PARCEL FEE CHARGES		
TAX DISTRICT	MILLAGE	TAX AMT
LAW ENFORCEMENT	11.69	\$42.49
SCHOOL DIST NO 12 BOND/INT	15.90	\$57.78
SCHOOL CONST TAX	3.65	\$13.26
SCHOOL MAINT OPERATIONS	4.64	\$16.86
SCHOOL BLDG REPAIR	3.30	\$11.99
OPERATION AND MAINT SCHOOL	34.03	\$123.66
SCHOOL ADD SUPPORT II	2.89	\$10.50
FLORIDA PARISH JUV CENTER	2.75	\$9.99
DRAINAGE MAINTENANCE	1.77	\$6.43
LIBRARY	6.07	\$22.08
PARISH SPECIAL ASSESSOR	2.59	\$9.41
PUBLIC HEALTH	1.77	\$6.43
ANIMAL SHELTER	0.82	\$2.98
COUNCIL ON AGING	1.92	\$6.98
CORONER'S MILLAGE	3.26	\$11.85
MOSQUITO DIST 2	4.05	\$14.72
ALIMONY 1	2.89	\$10.50
FIRE DIST 01	35.00	\$127.19
LIGHTING DIST 4	3.97	\$14.43
NORTHSHORE HARBOR CENTER	0.75	\$2.73
SLIDELL HOSPITAL DIST	7.00	\$25.44
TOTAL PARISH MILLAGE/TAXES	150.71	\$547.68
ADDITIONAL CHARGES:		
TIMBERLAND FIRE PROTECTION	0.00	\$10.28

Tax Year: 2018
Due Date: December 31st, 2018

- This document and your cancelled check serve as your receipt. If your check has not cleared within a month following its mailing, please contact our office at 985-809-8217.
- Interest will accrue at a rate of 1% per month or any portion thereof following the due date. As delinquency continues, additional fees will be applied.
- If your mortgage company pays this bill, please forward this bill to them.
- If you no longer own this property, please forward this bill to the new owner.

See reverse side of this form for additional information.

PROPERTY DESCRIPTION
128.55 ACS IN TRACT B SECS 20,21 & 14 CB 1167 170 INST NO 1800681


ASHTON PARC LLC
38266 HWY DEPARTMENT RD
PEARL RIVER, LA 70452-5520

1686
89-15/654
219

DATE 12/14/18

PAY TO THE ORDER OF ST. TAMMANY PARISH TAX COLLECTOR \$ 557.96

FIVE HUNDRED FIFTY-SEVEN AND 96/100 DOLLARS

 ASSN# 1280688827 / 128.55 ACS
Parcel No Extension F. J. Head

⑈001686⑈ ⑈065400153⑈ 0110124491⑈



**St. Tammany Parish
Assessor's Office**

Louis Fitzmorris
Assessor

St. Tammany Parish Justice Center
701 North Columbia Street • Covington, Louisiana 70433

ASSESSOR'S CERTIFICATE OF OWNERSHIP

STATE OF LOUISIANA

PARISH OF ST. TAMMANY

I, the undersigned Assessor of St. Tammany Parish, Louisiana hereby certifies that the following property is assessed in the name Ashton Parc LLC, as owner for the tax year 2019 and whose address is 38266 Hwy Dept Rd, Pearl River, LA, 70452, and that the following certification is applicable to the property described as follows which is proposed for annexation into the City of Slidell:

PROPERTY DESCRIPTION


2019 Tax Roll Assessment: Assessment Number: 128-068-8827

128.55 ACS IN TRACT B SECS 20 21 8 14 CB 1167 170
INST NO 1600681

- I. The total assessed value of all property within the above described area is \$ 3,634 .
- II. The total assessed value of the resident property owners within the above described area is \$ 0 and the total assessed value of the property of non-resident property owners is \$ 3,634 .
- III. I do further certify that the assessed valuation of the above described tract is as follows:

2019 ASSESSED VALUATION : \$ 3,634

In faith whereof, witness my official signature and the impress of my official seal, at Covington, Louisiana this the 17th day of October, 2019 .



LOUIS FITZMORRIS, Assessor
TROY DUGAS, Chief Deputy Assessor



**St. Tammany Parish
Assessor's Office**

Louis Fitzmorris
Assessor

St. Tammany Parish Justice Center
701 North Columbia Street • Covington, Louisiana 70433

CERTIFICATE OF OWNERSHIP AND ASSESSED VALUATION

I, the undersigned Assessor of the Parish of St. Tammany, State of Louisiana, do hereby certify that according to the assessment rolls maintained by the Assessor's Office, the following are the current owners of the following described property, to-wit:

2019 Tax Roll - Assessment Number 128-068-8827

OWNERS: Ashton Parc LLC
38266 Hwy Dept Rd
Pearl River, LA 70452

PROPERTY DESCRIPTION: **2019 TAX ROLL**

128.55 ACS IN TRACT B SECS 20 21 8 14 CB 1167 170 INST NO 1600681

I do further certify that the assessed valuation of the above described tract is as follows:

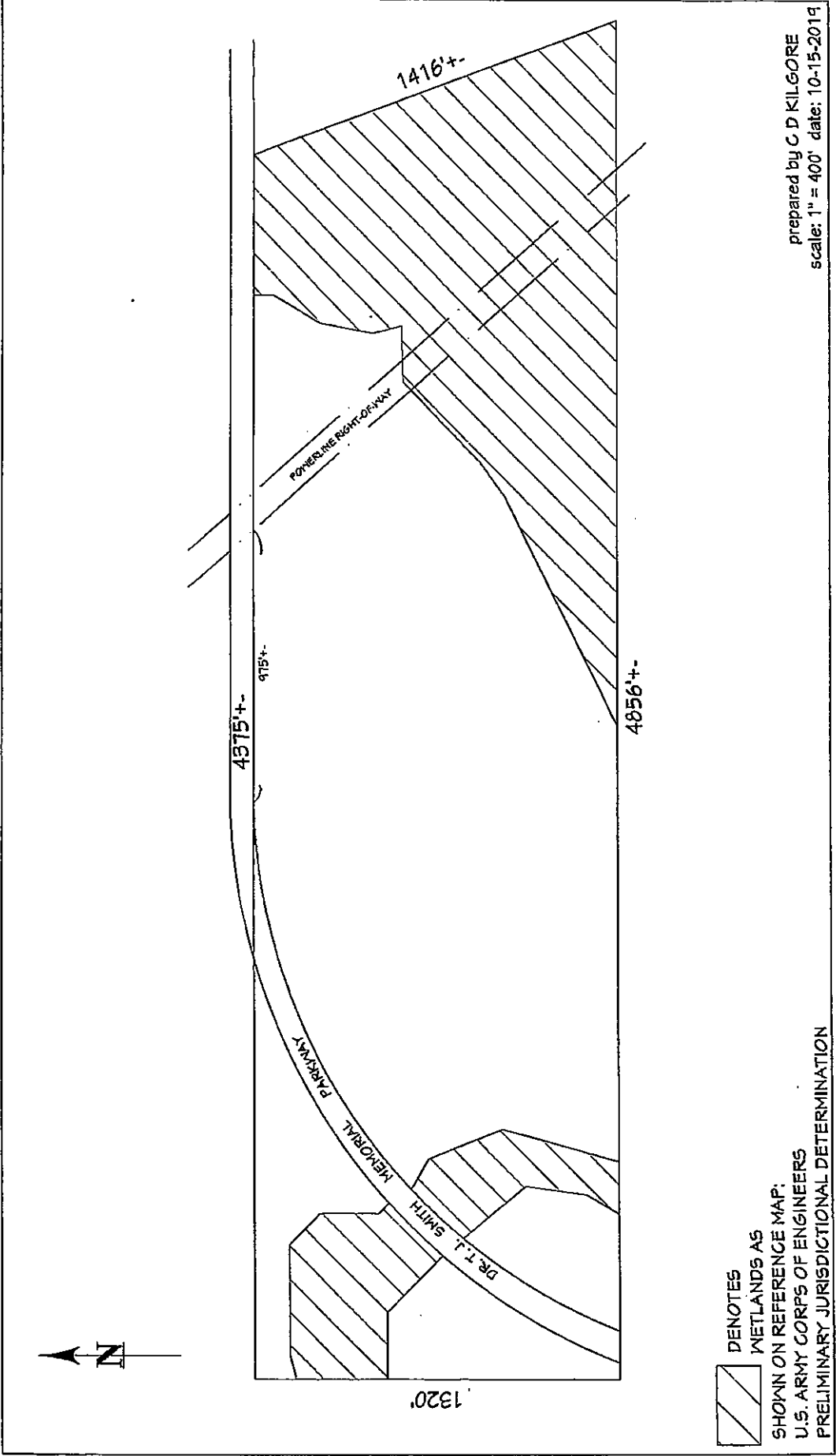
2019 VALUATION:	Land	-	3,634
	Improvements	-	<u>0</u>
TOTAL ASSESSED VALUATION			3,634

In faith whereof, witness my official signature and the impress of my official seal, at

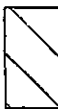
Covington, Louisiana this the 17th day of October, 2019.



LOUIS FITZMORRIS, Assessor
TROY DUGAS, Chief Deputy Assessor



prepared by C D KILGORE
 scale: 1" = 400' date: 10-15-2019

 DENOTES
 WETLANDS AS
 SHOWN ON REFERENCE MAP:
 U.S. ARMY CORPS OF ENGINEERS
 PRELIMINARY JURISDICTIONAL DETERMINATION

St. Tammany Parish
Registrar of Voters

Certificate of Registrar of
Voters

October 22, 2019

**ST. TAMMANY PARISH
REGISTRAR OF VOTERS**

M. DWAYNE WALL, CERA
REGISTRAR



**STATE OF LOUISIANA
PARISH OF ST. TAMMANY**

CERTIFICATE OF REGISTRAR OF VOTERS

I, the undersigned Registrar of Voters for the Parish of St. Tammany, State of Louisiana, do hereby certify that the property described in the attached reference map by C D Kilgore dated October 15, 2019 and further identified as that certain piece or portion of ground designated at TRACT B containing 128.55 acres situated in Sections 20 & 21, Township 8 South, Range 14 East, in St. Tammany Parish, State of Louisiana, and by the records in the Registrar of Voters office has no registered voters within said property.

In faith whereof, witness my official signature and the impress of my official seal at Covington, Louisiana, on this 22nd day of October 2019.

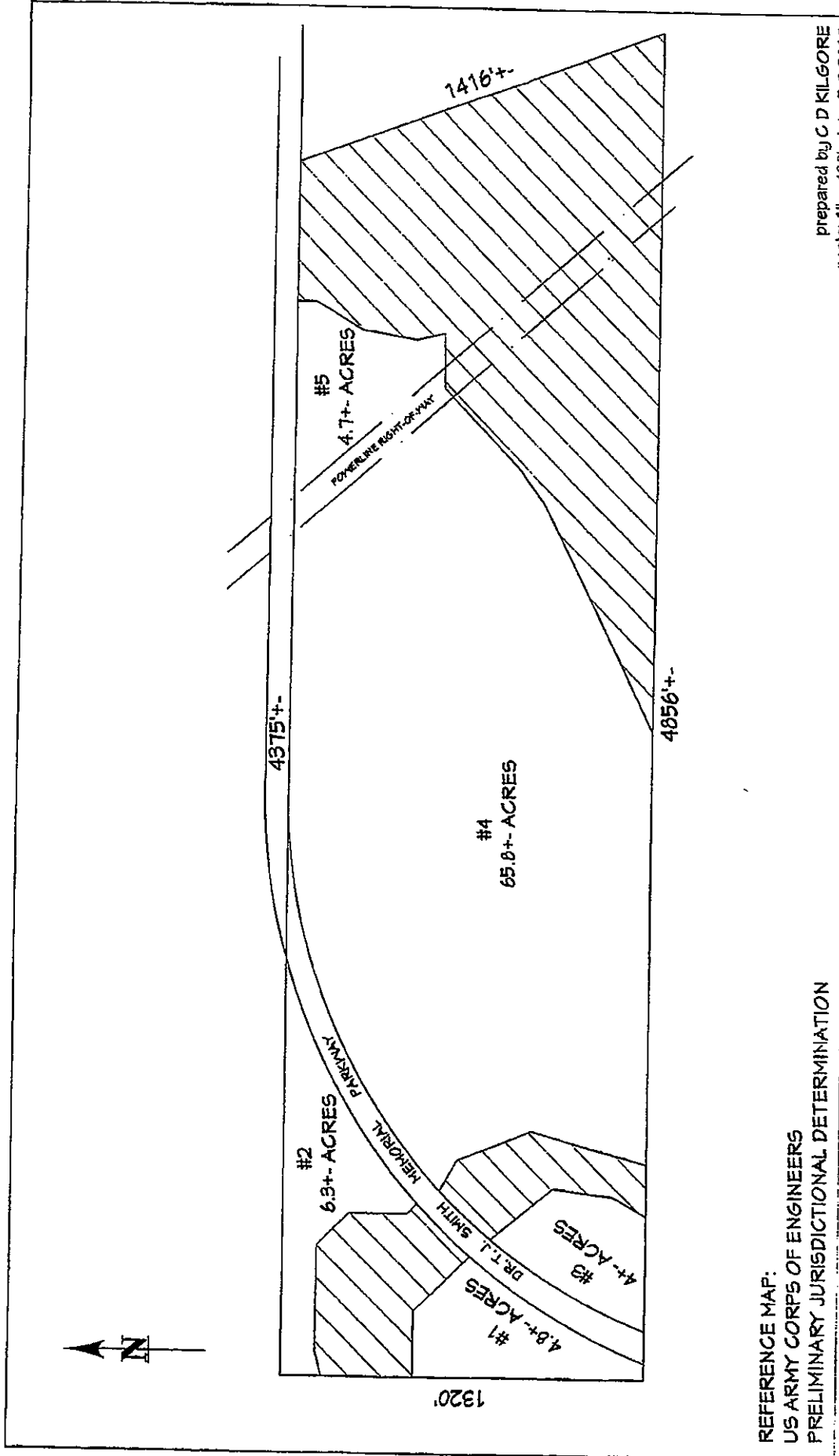
A handwritten signature in black ink, appearing to read "M. Dwayne Wall", is written over a horizontal line.

M. Dwayne Wall, CERA
Registrar of Voters
St. Tammany Parish, Louisiana

Attachments:

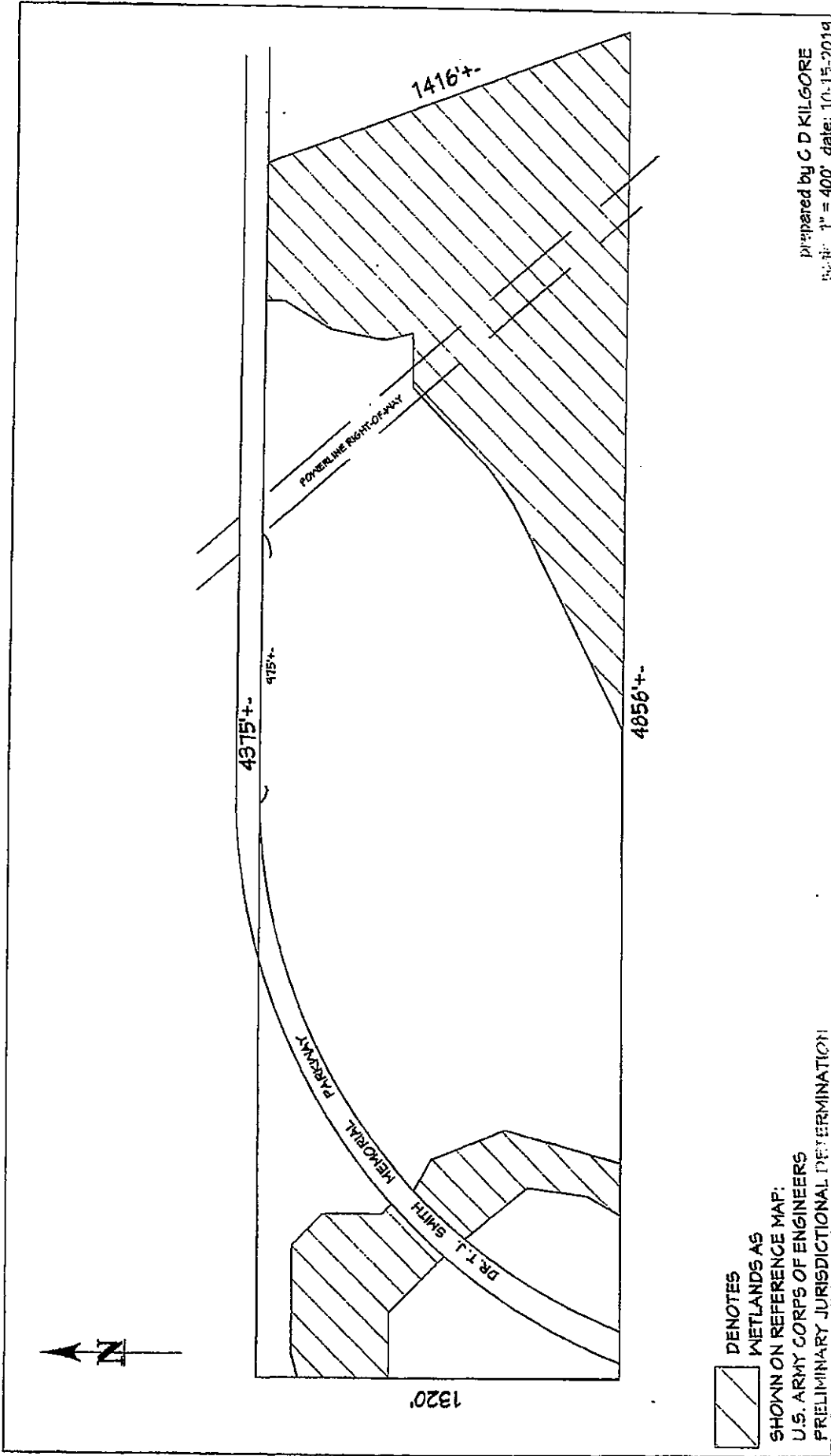
Legal description, Map and Survey

Cc: Alise Babin, Elections Division, Secretary of State



REFERENCE MAP:
 US ARMY CORPS OF ENGINEERS
 PRELIMINARY JURISDICTIONAL DETERMINATION

prepared by C D KILGORE
 scale: 1" = 400' date: 5-9-2019



Limited Liability Company
Resolution

By Ashton Parc, L.L.C.

Authorized Representatives
Fred H. Goodson (Manager)

And

Toby J. Lowe (Manager)

(November 5, 2019)

LIMITED LIABILITY COMPANY RESOLUTION

The undersigned, being the super majority of the members and all of the managers of Ashton Parc, LLC, representing seventy-five percent of the ownership and the voting authority, met this the 5th day of November 2019. The undersigned comprising a Quorum according to Article 4.2.2 of the Operating Agreement dated May 5, 2006 and not amended. The Quorum being present throughout, met, discussed, voted and declared the following:

WHEREAS, Ashton Parc, LLC deems advisable to annex certain property into the City of Slidell and if successful to change zoning from the current existing St. Tammany Parish Zoning classification of I2 Industrial to M2 Light Industrial, City of Slidell Zoning classification. Whereas the Quorum present, having discussed these matters, have voted unanimously to apply on behalf of the company to the City of Slidell for annexation and for a zoning classification change. It is therefore resolved that Ashton Parc, LLC acting through its managers and/or any designated agent is authorized to file a Petition for Annexation and for Zoning Classification Change with the City of Slidell's appropriate departments regarding the subject property:

A certain 128.55 acre tract in Sections 20 and 21, Township 8 South, Range 14 East, St. Tammany Parish, Louisiana designated as Tract B in that certain Act of Sale dated January 17, 2007. According to the official records of St. Tammany Parish, Louisiana, Instrument No. 1600681 (original tract was 140.25 acres). Less and except 11.696 acres expropriated pursuant to Orders rendered in the 22nd Judicial District Court, Parish of St. Tammany in proceedings no. 2011-14444, Division I by Judgment read, rendered and signed on

August 8, 2011 which Judgment is recorded at Instrument No. 1822864 in the official records for the St. Tammany Parish, Louisiana and which property is now reduced to 128.55 acres as a result of the expropriation.


Be it further resolved that Fred H. Goodson, manager, or Toby J. Lowe, manager, may individually, on behalf of the company, sign any and all documents or for that matter authorize any other person, to sign all documents necessary to institute the Petition for Annexation and Change of Zoning Classification, to file any necessary documents, to substitute any additional documents necessary in the premises, to attend and appear on behalf of the company to any hearing, meetings, preliminary meetings, meet with any agent or official or body politic of the City of Slidell necessary in the premises to effect an annexation to the subject property and zoning re-classification.



Fred H. Goodson


11/5/19

Date



Toby J. Lowe

TRUE COPY



#16164 Doc. W/C

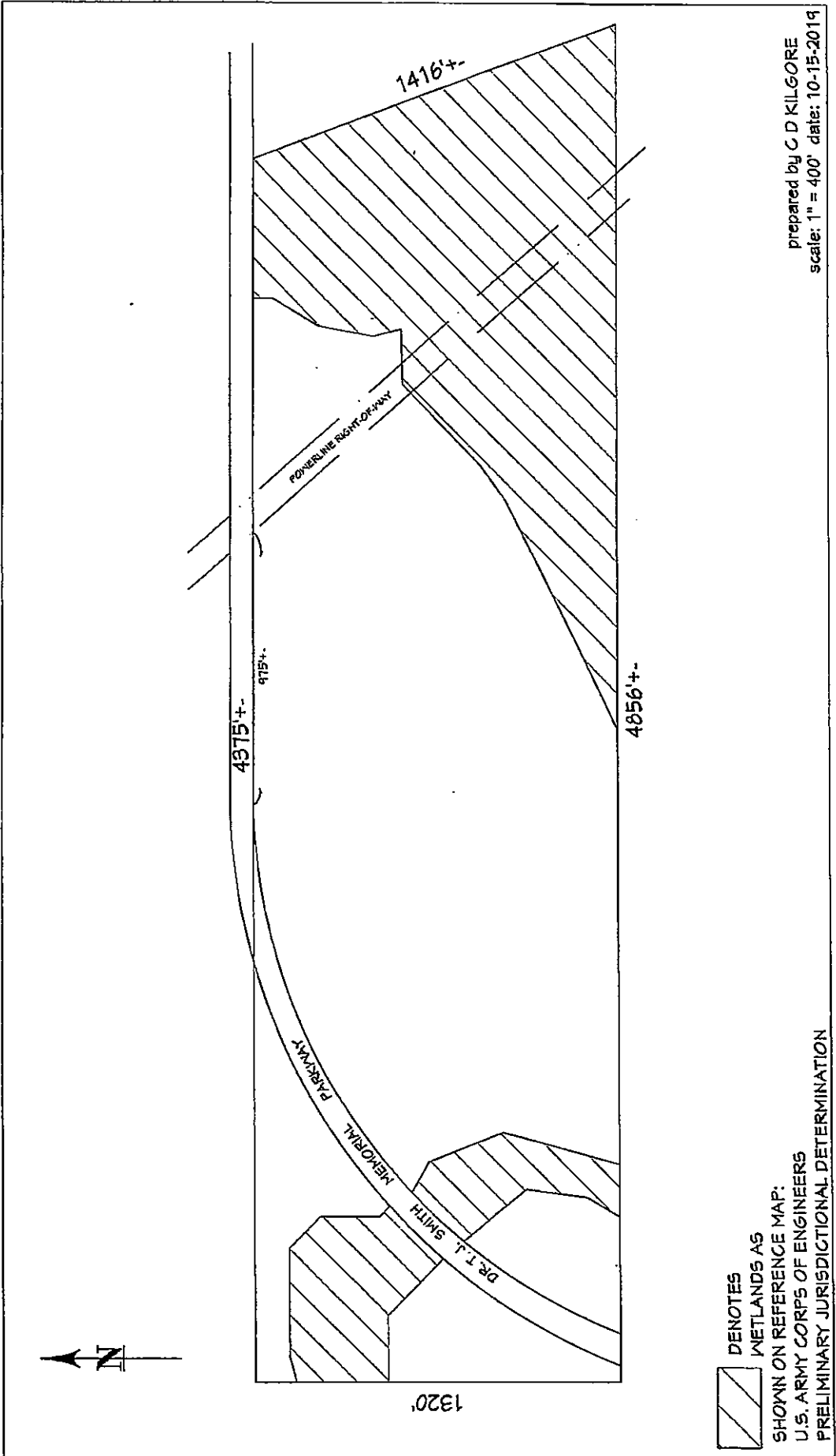
Site Map

Prepared by C.D. Kilgore

(October 15, 2019)

Referenced on Wetlands Map

U.S. Army Corps of Engineers
Preliminary Jurisdictional
Determination



DENOTES
WETLANDS AS
SHOWN ON REFERENCE MAP:
U.S. ARMY CORPS OF ENGINEERS
PRELIMINARY JURISDICTIONAL DETERMINATION

prepared by C.D. KILGORE
scale: 1" = 400' date: 10-15-2019

1320'

4375'+

475'+

1416'+

4856'+

POWERLINE RIGHT-OF-WAY

MEMORIAL PARKWAY

DR. T.J. SMITH

Instrument #1600681

Act of Credit Sale

By:

The Administrators of the
Tulane Educational Fund

To:

Ashton Parc, L.L.C.

(January 17, 2007)

<p style="text-align: center;">ACT OF CREDIT SALE</p> <p style="text-align: center;">by:</p> <p style="text-align: center;">THE ADMINISTRATORS OF THE TULANE EDUCATIONAL FUND</p> <p style="text-align: center;">to:</p> <p style="text-align: center;">ASHTON PARC, L.L.C.</p> <p style="text-align: center;">* * * * *</p>	<p style="text-align: center;">*</p> <p style="text-align: center;">*</p> <p style="text-align: center;">*</p> <p style="text-align: center;">*</p> <p style="text-align: center;">*</p> <p style="text-align: center;">*</p> <p style="text-align: center;">*</p>	<p style="text-align: center;">UNITED STATES OF AMERICA</p> <p style="text-align: center;">STATE OF LOUISIANA</p> <p style="text-align: center;">PARISH OF ORLEANS</p> <p style="text-align: center;">STATE OF LOUISIANA</p> <p style="text-align: center;">PARISH OF ST. TAMMANY</p>
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BE IT KNOWN, that on the dates set forth below, but effective as of January 17, 2007 (the "Effective Date").

BEFORE US, the undersigned Notaries Public, duly commissioned and qualified in and for the State of Louisiana, and in the presence of the undersigned competent witnesses:

PERSONALLY CAME AND APPEARED:

THE ADMINISTRATORS OF THE TULANE EDUCATIONAL FUND ("Seller"), a Louisiana non-profit corporation, having a mailing address of 6823 St. Charles Avenue, 300 Gibson Hall, New Orleans, Louisiana 70118, and with the last four digits of its taxpayer identification number being 3889, herein represented by David B. Epstein, appearing herein in his capacity as Associate General Counsel of The Administrators of the Tulane Educational Fund, under and by virtue of a resolution adopted by its Board of Directors, a certified copy of which resolution is annexed hereto and made a part hereof; and

ASHTON PARC, L.L.C. ("Buyer"), a Louisiana limited liability company, having a mailing address of 38266 Highway Department Road, Pearl River, Louisiana 70452, and with the last four digits of its taxpayer identification number being 5188, herein represented by its Member/Agent, duly authorized by virtue of a Certificate of Authority of all its members, which is annexed hereto and made a part hereof.

Section 1. Property. Seller declares that it does by these presents, grant, bargain, sell, convey, transfer, assign, setover, abandon and deliver, without any legal warranties whatsoever but with full substitution and subrogation in and to all rights or actions of warranty which Seller has or may have against any and all of Seller's predecessors in title, if any, unto Buyer, here present, accepting and purchasing for Buyer and Buyer's heirs, successors and assigns, and acknowledging due delivery and possession thereof, all and singular the following described property (collectively the "Property"), to have and to hold unto Buyer and Buyer's heirs, successors and assigns forever, to-wit:

Description of Property:

TRACT 1:
THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St.

NO.99751050.4

St. Tammany Parish 76
Instrmnt #: 1600681
Registry #: 1689642 SHM
01/18/2007 11:05:00 AM
MB X CB X MI UCC

Tammany, State of Louisiana, being the North East Quarter of the North West Quarter of Section 22, Township 8 South, Range 14 East, containing 40.03 acres, more or less.

AND

TRACT 2:

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Tammany, State of Louisiana, in that part thereof known as Sections 20 and 21, T8S, R14E, designated as TRACT B, described as follows:

From the Center of S21, T8S, R14E, thence S88°11'08"W 431.87 feet to the easterly right of way line of the Gulf Mobile and Ohio Railroad, also the POINT OF BEGINNING.

Thence S88°11'08"W 210.89 feet to a point on the westerly right of way line of the Gulf Mobile and Ohio Railroad; thence N89°34'56"W 4644.73 feet to a point; hence N00°29'01" 1320.00 feet to a point; thence S89°34'56"E 2640.00 feet to a point; thence N89°55'22"E 1734.67 feet to the easterly right of way line of the Gulf Mobile and Ohio Railroad; thence along said easterly right of way line S20°18'11"E 1418.34 feet to the Point of Beginning. Containing in all 140.25 acres of land, more or less. All as shown on the survey by Borgen Engineering, Inc., dated December 15, 1982, revised June 28, 1984 and July 12, 1984.

Being a portion of the same property acquired by The Administrators of the Tulane Educational Fund from Frederick C. Sullivan, Jr., and Walter Lynn Sullivan by Partition before Margaret Gaudin, Notary Public, dated August 16, 1984 and registered in COB 1167, folio 170.

Section 2. Purchase Price. This sale is made and accepted for and in consideration of One Million and 00/100 Dollars (\$1,000,000.00) (the "**Purchase Price**"), in part payment and deduction whereof Buyer has well and truly paid, in ready and current money, the sum of One Million and 00/100 Dollars (\$1,000,000.00), to Seller, who hereby acknowledges the receipt thereof and grants full acquittance and discharge therefor; provided, however, that the Purchase Price is subject to adjustment on the terms and conditions set forth below.

Seller has ordered an appraisal of the Property (the "**Seller's Appraisal**"). If the Seller's Appraisal is lower than the Purchase Price, Seller shall refund to Buyer within thirty (30) days after receipt of the Seller's Appraisal the difference between the Purchase Price and the value contained in the Seller's Appraisal, unless Seller, in the exercise of its discretion, determines within that thirty (30) day time frame, and provides written notice to Buyer thereof, that the Seller's Appraisal is not a valid indication of fair market value. If Seller so determines, it shall advise in the written notice as to its belief as to fair market value and why its belief is justified as opposed to the Seller's Appraisal. With the written notice, Seller shall tender to Buyer the difference between the Purchase Price and Seller's designated fair market value. Should Buyer disagree with Seller's designation of fair market value contrary to the Seller's Appraisal, Buyer may order an appraisal (the "**Buyer's Appraisal**") and tender same to Seller, at which time Seller may (i) accept the Buyer's Appraisal and pay the difference between it and the Purchase Price within thirty (30) days or (ii) retain, jointly with Buyer, Paul Gasser as a third party designee, or if he is unable or unwilling to serve, a designee mutually agreeable to Buyer and Seller as a substitute, who will then value the Property and whose valuation shall be final and binding for purposes of making an adjustment to the Purchase Price, and any necessary adjustment payment shall be made thirty (30) days after receipt of Paul Gasser's valuation. Paul Gasser or other third party designee shall consult with Buyer and Seller regarding their respective views on value, but he shall not be obligated to accept any of those views or those expressed in the Buyer's Appraisal or the Seller's Appraisal and, further, he shall exercise his own best judgment which neither party hereto may thereafter challenge.

If the Seller's Appraisal is higher than the Purchase Price, Buyer shall pay to Seller within thirty (30) days after receipt of the Seller's Appraisal the difference between the Purchase Price and the value contained in the Seller's Appraisal, unless Buyer, in the exercise of its discretion, determines within that thirty (30) day time frame, and provides written notice to Seller thereof,

that the Seller's Appraisal is not a valid indication of fair market value. If Buyer so determines, it shall advise in the written notice as to its belief as to fair market value and why its belief is justified as opposed to the Seller's Appraisal. With the writing, Buyer shall tender to Seller the difference between the Purchase Price and Buyer's designated fair market value. Should Seller disagree with Buyer's designation of fair market value contrary to the Seller's Appraisal, Buyer may order an appraisal (the "Buyer's Appraisal") and tender same to Seller, at which time Seller may (i) accept the Buyer's Appraisal and agree to receive/pay the difference between it and the Purchase Price as an adjustment within thirty (30) days or (ii) retain, jointly with Buyer, Paul Gasser as a third party designee, or if he is unable or unwilling to serve, a designee mutually agreeable to Buyer and Seller as a substitute, who will then value the Property and whose valuation shall be final and binding for purposes of making an adjustment to the Purchase Price, and any necessary adjustment payment shall be made thirty (30) days after receipt of Paul Gasser's valuation. Paul Gasser or other third party designee shall consult with Buyer and Seller regarding their respective views on value, but he shall not be obligated to accept any of those views or those expressed in the Buyer's Appraisal or the Seller's Appraisal and, further, he shall exercise his own best judgment which neither party hereto may thereafter challenge.

Section 3. Title Restrictions. THIS ACT IS MADE, EXECUTED AND ACCEPTED SUBJECT TO THE FOLLOWING:

1. Any and all restrictions, conditions, servitudes and encroachments that may be contained in the chain of title and/or plan of subdivision.
2. The square footage or acreage of the subject Property.
3. Power Line encroachment as shown on the survey by Borgen Engineering, Inc., dated December 15, 1982, revised June 28, 1984 and July 12, 1984.
4. LP&L one hundred (100') foot Right of Way as shown on the survey by Borgen Engineering, Inc., dated December 15, 1982, revised June 28, 1984 and July 12, 1984.
5. Location of ten (10') foot road as shown on the survey by Borgen Engineering, Inc., dated December 15, 1982, revised June 28, 1984 and July 12, 1984.
6. Location of Slough as shown on the survey by Borgen Engineering, Inc., dated December 15, 1982, revised June 28, 1984 and July 12, 1984.
7. CLECO Easement measuring fifteen (15') feet along the northern boundary as shown on the survey by Borgen Engineering, Inc., dated December 15, 1982, revised June 28, 1984 and July 12, 1984.
8. Gulf Mobile and Ohio Railroad Right of Way as shown on the survey by Borgen Engineering, Inc., dated December 15, 1982, revised June 28, 1984 and July 12, 1984.
9. Alton-Journey Road Encroachment as shown on the survey by Borgen Engineering, Inc., dated December 15, 1982, revised June 28, 1984 and July 12, 1984.
10. LP&L Right of Way registered in COB 182, folio 272.
11. CLECO Right of Ways registered in COB 494, folio 376; COB 551, folio 80 and COB 902, folio 468.

Section 4. Waiver of Warranties. IT IS UNDERSTOOD AND AGREED THAT THE HEREIN DESCRIBED PROPERTY IS SOLD BY SELLER AND PURCHASED BY BUYER "AS-IS", "WHERE-IS," WITH THE FOLLOWING PROVISION BEING INCORPORATED INTO AND MADE A PART HEREOF:

Seller's conveyance of the Property shall be made without any warranties or representations of title. Buyer expressly waives any cause of action against Seller that Buyer may

have for rescission of the sale of the Property, in whole or in part, or for the return of the Purchase Price (as herein defined), in whole or in part, arising out of any eviction of Buyer, in whole or in part, the sale of the Property being entirely at Buyer's sole peril and risk. Without limiting the generality of the foregoing, Buyer expressly acknowledges that the Property is being conveyed and purchased subject to any and all permitted exceptions. Seller grants to Buyer full substitution and subrogation in and to all rights or actions of warranty which Seller has or may have against any and all of Seller's predecessors in title, if any. Without limiting the generality of the foregoing, the Property is being sold "AS-IS", "WHERE-IS", without any warranties or representations whatsoever, express or implied, including, without limitation, any warranty or representation with respect to the condition of the Property or any of its components, parts or contents or with respect to fitness or suitability of the Property or any of its components, parts or contents for Buyer's intended use or any other particular use, purpose or condition. Buyer specifically waives all claims and all causes or rights of action which Buyer has or may have against Seller with respect to the Property including any and all claims that it may have to rescind or resolve the sale effected hereby or to demand a reduction, setoff or diminution of the Purchase Price or any part thereof based upon the existence of any redhibitory or other vices or defects. Buyer shall further waive any claims that Buyer has or may have in "*quanti minoris*" or for reduction of the Purchase Price paid herein, or any other rights provided in Louisiana Civil Code Articles 2520 through 2548, inclusive. Buyer further waives and agrees to release Seller from, any claims, demands, causes or rights of action, in reimbursement, contribution or otherwise, which Buyer has or may have against Seller arising out of damages, losses or liabilities incurred by or imposed on Buyer or its successors, transferees or assigns based on the existence of any hazardous substances (as hereinafter defined) upon the Property. As used herein, "hazardous substances" shall mean any asbestos, lead, soil or groundwater contamination, methane, radon, hydrocarbons, hydrocarbon byproducts, underground storage tanks, radioactive, carcinogenic or mutagenic substances or any other hazardous or toxic substances or conditions affecting the Property, or any part thereof as the same may be defined and/or regulated by any federal, state or local governmental body having jurisdiction over the Property.

Buyer further acknowledges that it has fully inspected said Property and is not relying on any representation as to its condition which has or may have been made by the Seller. Buyer further waives and releases Seller and its agents, employees, and insurers from any and all claims or causes of action which have arisen or might hereafter arise, whether presently known or unknown, in redhibition or for loss or damage regarding the whole or part from the condition of or vices or defects including environmental hazards, whether latent or apparent, in the Property conveyed or any part thereof, whether or not any such condition, vices or defects which would otherwise give rise to such claim or cause of action are known or should have been known to either Buyer or Seller. Any liability in connection with any environmental protection rule, regulation, order, requirement or law, whether state, local or federal is hereby assumed by Buyer.

Without limiting the foregoing, Buyer releases Seller from any and all claims, demands, causes of action, judgments, losses, damages, liabilities, costs and expenses (including attorney's fees, whether suit is instituted or not), liquidated or contingent ("**Claims**"), arising from or related to (a) any defects in the Property or whether the same are a result of negligence or otherwise; (b) other conditions (including termite or other wood destroying insect infestation and resultant damage therefrom and environmental conditions) affecting the Property, whether the same are a result of negligence or otherwise. The releases set forth in this paragraph specifically include any Claims under any Environmental laws, under Americans with Disabilities Act of 1990, 42 U.S.C. Section 1201, et seq., or with respect to any environmental Risk. "Environmental laws" include, without limitation, the solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. Section 9601, et seq.), the Emergency Planning Community Right to Know Act (42 U.S.C. Section 1101, et seq.), the Clean Air Act (42 U.S.C. Section 7401, et seq.), the Clean Water Act (33 U.S.C. Section 12541, et seq.), the Toxic Substances Control Act (15 U.S.C. Section 2601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801, et seq.), the Occupational Safety and Health Act (29 U.S.C. Section 651, et seq.), the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136, et seq.), and the Safe Drinking Water Act (42 U.S.C. Section 300m et seq.), as any of the same may be amended from time to time, and any state or local law dealing with environmental matters, and any regulation, order, rule, procedure, guideline and the like promulgated in connection therewith, regardless of whether the same are in existence on the date of this act. "Environmental Risk" consists of any risk to persons or to the environment,

including, without limitation, (i) the presence of any friable, damaged asbestos upon the Property; and or (ii) the releases or discharge of any "hazardous substance" or "hazardous waste" (as defined by any Environmental Laws) onto or from the Property of such a nature or to such an extent as to require clean-up under applicable law.

Section 5. Vendor's Lien.

(A) Reservation of Vendor's Lien. In order to secure any unpaid adjustment in the Purchase Price that may be owed to Seller by Buyer pursuant to the terms and conditions of Section 2 above (the "Unpaid Purchase Price Adjustment"), as well as any attorneys' fees and expenses due in connection with any such Unpaid Purchase Price Adjustment as provided below, all up to a maximum amount outstanding at any time and from time to time not exceeding ten million dollars (collectively, the "Indebtedness"), all according to the terms and tenor hereof, Seller does by these presents expressly retain a vendor's lien and privilege (the "Vendor's Lien") on the Property, which Vendor's Lien shall remain in full force and effect until the full and final payment or discharge of the Indebtedness. Buyer is herein and hereby bound and obligated not to sell or alienate the Property to the prejudice of the Vendor's Lien.

(B) Confession of Judgment. Buyer does hereby confess judgment in favor of Seller for the full amount of the Indebtedness, including without limitation all attorneys' fees and expenses, and any and all sums that Seller may advance during the life of the Vendor's Lien for the protection and preservation of the Vendor's Lien, as authorized herein.

(C) Attorneys' Fees. In the event Seller engages an attorney at law for collection of the Unpaid Purchase Price Adjustment, or for the filing of foreclosure proceedings, or to enforce any of the agreements contained in this Act, Buyer herein and hereby agrees to pay the reasonable fees and expenses of such attorney, and Buyer further agrees that the Indebtedness shall be increased by the amount of said fees and expenses.

(D) Default. Buyer does by these presents consent, agree and stipulate that in the event of any default by Buyer of its obligations, covenants or agreements herein it shall be lawful for Seller, and Buyer does hereby authorize Seller, to cause all and singular the Property to be seized and sold under executory process without appraisal, appraisal being hereby expressly waived, as an entirety or in parcels, as Seller may determine, to the highest bidder for cash. No remedy conferred upon or reserved to Seller by this Act is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Act or now or hereafter existing at law or in equity or by statute. Any delay or omission of Seller to exercise any right or power accruing on any default by Buyer shall not impair any such right or power and shall not be construed to be a waiver of any such default or any acquiescence therein. Every power and remedy given by this Act to Seller may be exercised from time to time as often as may be deemed expedient by Seller.

(E) Keeper. In the event the Property, or any part thereof, is seized as an incident to an action for the recognition or enforcement of the Vendor's Lien by executory process, ordinary process, sequestration, writ of fieri facias, or otherwise, Buyer and Seller agree that the court issuing any such order shall, if petitioned for by Seller, direct the applicable sheriff to appoint as a keeper of the Property, Seller or any agent designated by Seller or any person named by Seller at the time such seizure is effected. This designation is pursuant to La. R.S. 9:5136 through La. R.S. 9:5140.2, inclusive, as the same may be amended, and Seller shall be entitled to all the rights and benefits afforded thereunder. It is hereby agreed that the keeper shall be entitled to receive as reasonable compensation, in excess of its reasonable costs and expenses incurred in the administration or preservation of the Property, an amount equal to two hundred dollars (\$200.00) per day. The designation of keeper made herein shall not be deemed to require Seller to provoke the appointment of such a keeper.

(G) Waivers. Buyer waives in favor of the Seller, any and all homestead exemptions and other exemptions of seizure or otherwise to which Buyer is or may be entitled under the constitution and statutes of the State of Louisiana insofar as the Property is concerned. Buyer further waives: (a) the benefit of appraisal as provided in Articles 2332, 2336, 2723 and 2724 of the Louisiana Code of Civil Procedure, and all other laws conferring the same; (b)

the demand and three days delay accorded by Article 2721 of the Louisiana Code of Civil Procedure; (c) the three days delay provided by Articles 2331 and 2722 of the Louisiana Code of Civil Procedure; and (d) the benefit of the other provisions of Articles 2331, 2722 and 2723 of the Louisiana Code of Civil Procedure, not specifically mentioned above.

(H) Authentic Evidence. Any and all declarations of facts made by authentic act before a notary public in the presence of two witnesses by a person declaring that such facts lie within his knowledge, shall constitute authentic evidence of such facts for the purpose of executory process.

Section 6. Successors and Assigns. It is agreed that any and all stipulations, agreements and covenants by Buyer in favor of Seller herein contained, and all rights, powers and privileges herein conferred on Seller by any of the provisions hereof, shall inure to and be for the benefit of and may be exercised by Seller, its successors and assigns.

Section 7. Buyer's Right to Attorney's Fees. In the event Buyer engages an attorney at law for collection of any unpaid adjustment in the Purchase Price that may be owed to Buyer by Seller pursuant to the terms and conditions of Section 2 above, Seller herein and hereby agrees to pay the reasonable fees and expenses of such attorney in the event Buyer prevails in such collection action against Seller.

Section 8. Governing Law. This Act and all matters relating or pertaining thereto shall be governed and construed by and under the laws of the State of Louisiana.

Section 9. Taxes. Seller is not responsible for and no taxes are due on the Property. Subsequent to the Effective Date, Buyer shall be responsible for all taxes due on the Property.

Section 10. Commissions. Seller and Buyer acknowledge that there are no real estate commissions due or payable in connection with the sale of the Property by Seller to Buyer, other than a commission owed by Buyer to Latter and Blum. Each party agrees to indemnify, defend and hold the other harmless from and against all loss, including, without limitation, reasonable attorneys' fees, damage, liability and expense in connection with any claim for a real estate commission or fee by a broker, agent or other person asserting representation of the indemnifying party.

Section 11. Survey. **THE PARTIES TAKE COGNIZANCE OF THE FACT THAT A CURRENT SURVEY HAS NOT BEEN OBTAINED ON THE HEREIN DESCRIBED PROPERTY AND RELIEVE AND RELEASE THE UNDERSIGNED NOTARIES FROM ANY AND ALL RESPONSIBILITY OR LIABILITY IN CONNECTION THEREWITH.**

Section 12. Certificates. **THE PARTIES HERETO WAIVE THE PRODUCTION AND ANNEXATION OF ANY AND ALL CERTIFICATES AND RELEASE AND RELIEVE THE UNDERSIGNED NOTARIES FROM ANY AND ALL RESPONSIBILITY OR LIABILITY IN CONNECTION THEREWITH.**

[Signature Pages Follow]

TAX RESEARCH CERTIFICATE

WARD: 28

DATE: 1/10/07

STATE and PARISH TAXES assessed against the following described property:

228.73 Acs Burg 40 Acs NE Sec 22-8-11 10.6 Acs
Lying North of Hwy 190 Sec 35-8-13 82.73 Acs
82.73 Acs E 50 of Sec 25 Sec 34-8-13

Situated in the PARISH OF ST. TAMMANY, STATE OF LOUISIANA, for the following years:

YEAR	ASSESSMENT NUMBER	NAME OF ASSESSMENT	AMOUNT
20 <u>06</u>	<u>230693049</u>	<u>Tulare Educational</u>	<u>0</u>
20 <u>05</u>	<u>" "</u>	<u>" "</u>	<u>0</u>
20 <u>04</u>	<u>" "</u>	<u>" "</u>	<u>0</u>

STATE AND PARISH TAXES FOR THE YEARS:

20 _____ 20 _____ 20 _____ have been paid
 20 _____ 20 _____ 20 _____ have not been paid
 20 _____ 20 _____ 20 _____ have been paid by virtue of Homestead Exemption on the
 above described property only insofar as the above named _____

_____ are concerned and no further.

20 06 Assessed Valuation \$ 0
 Total Paid \$ 0
 Total Exempt \$ 0
 TOTAL DUE \$ 0

REQUESTED BY:

Property Title

By: Julie Anderson

Julie Ann Anderson, Abstractor
 P.O. Box 120
 Covington, LA 70434
 Cell: (985) 630-8343
 Pager (985) 845-6381

TAX RESEARCH CERTIFICATE

WARD: 28

DATE: 1/10/07

STATE and PARISH TAXES assessed against the following described property:

140.25 Acs in Tract B Secs 20, 21 & 24
OB 11/1/170

Situated in the PARISH OF ST. TAMMANY, STATE OF LOUISIANA, for the following years:

YEAR	ASSESSMENT NUMBER	NAME OF ASSESSMENT	AMOUNT
20 <u>04</u>	<u>17901588307</u>	<u>Tulane Educational</u>	<u>0</u>
20 <u>05</u>	<u>" "</u>	<u>" "</u>	<u>0</u>
20 <u>06</u>	<u>" "</u>	<u>" "</u>	<u>0</u>

STATE AND PARISH TAXES FOR THE YEARS:

20 _____ 20 _____ 20 _____ have been paid

20 _____ 20 _____ 20 _____ have not been paid

20 _____ 20 _____ 20 _____ have been paid by virtue of Homestead Exemption on the

above described property only insofar as the above named _____ are concerned and no further

20 06 Assessed Valuation \$ 0

Total Paid \$ 0

Total Exempt \$ 0

TOTAL DUE \$ 0

REQUESTED BY: Property Title

By: Julie Anderson

Julie Ann Anderson, Abstractor
 P.O. Box 120
 Covington, LA 70434
 Cell: (985) 630-8343
 Pager: (985) 845-6381

CERTIFICATE OF AUTHORITY

THE UNDERSIGNED, being the only members and organizers of ASHTON PARC, L.L.C. and acting in such capacity, hereby certify:

THAT TOBY J. LOWE, (MEMBER/MANAGER/AGENT) is authorized empowered and directed, for and on behalf of the LIMITED LIABILITY COMPANY to purchase any real estate in the State of Louisiana, or elsewhere, for such amount and on such terms and conditions and with such clauses and stipulations contained in the Act of Purchase as said member/manager/agent thinks proper and advisable; and also to sell, donate, quitclaim or convey any real estate owned by this LIMITED LIABILITY COMPANY to any person or persons or corporation for such amount and on such terms and conditions as said member/manager/agent may determine or think advisable, and to receive and receipt for the selling price and to give full acquittance and discharge therefore; to mortgage real estate owned by the LIMITED LIABILITY COMPANY under a conventional mortgage, collateral mortgage, multiple indebtedness mortgage, home equity mortgage, mortgage for future advances or to any homestead association under a vendor's lien and in accordance with the rules and regulations of the homestead association, for such amounts and on such terms and conditions as said member/manager/agent may determine, with authority in the case of a homestead association loan to sell the property to the homestead association and to repurchase same, and to subscribe to any mortgage installment stock as may be necessary, all in accordance with its rules and regulations; with full authority on part of said MEMBERS to sign and execute any act or acts before any Notary Public, said act or acts to contain such clauses, stipulations, and obligations as either of said member/manager/agent may deem advisable, including confession of Judgment, sale by executory process, waiver of appraisalment, and the non alienation clauses; with further authority to sign and execute any and all documents or deeds, notes and mortgage notes, building contracts, necessary or advisable to carry out fully the foregoing objects and purposes, to build and construct houses and other improvements on, or make repairs or additions to property by LIMITED LIABILITY COMPANY for itself, or to construct residences or other buildings for others on property owned by them, under contracts direct with such owners, or through any lending agency, and with or without bond, and for such amount and on such terms as either of such member/manager/agent deems advisable, the intent of this resolution being to place full authority with said member/manager/agent to transact completely the business of this LIMITED LIABILITY COMPANY as outlined in its charter, in which its objects and purposes are set forth, all without the necessity of the adoption by the MEMBERS of a separate Certificate of Authority to cover each transaction, or to cover each sale, purchase or mortgage, or the construction of any improvements on the property of this LIMITED LIABILITY COMPANY for itself, or under building contract as contractor for the account of others; with further authority to do anything in the premises which may be necessary or advisable to carry out fully all or any of the purposes of this certificate of authority.

Executed at Slidell, Louisiana, this 17th day of January, 2007.



TOBY J. LOWE, MEMBER



FRED H. GOODSON, MEMBER



LORRE L. LOWE, MEMBER

Board of Tulane University
December 7, 2006

**CERTIFIED RESOLUTIONS
OF THE BOARD OF
THE ADMINISTRATORS OF THE TULANE EDUCATIONAL FUND**

The undersigned Recording Secretary of the Board of The Administrators of the Tulane Educational Fund, a Louisiana non-profit corporation ("Tulane") hereby certifies that the following resolutions were adopted by the Board of Tulane at a meeting held on December 7, 2006 at which a quorum was present and acting throughout:

WHEREAS, the Board deems it advisable to convey certain property owned by Tulane located in St. Tammany Parish, Louisiana;

NOW, THEREFORE, BE IT RESOLVED, that Tulane convey, to any person, firm or corporation, certain property acquired, directly or indirectly, by Tulane from the Succession of Walter E. Sullivan, described generally as:

ALL THAT CERTAIN PARCEL OF LAND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, being designated the N.E. Quarter of N.W. Quarter of Section 22, Township 8 South, Range 14 East, St. Tammany Parish, Louisiana, containing 40 acres

(together with any related personal property, collectively, the "Property");

FURTHER RESOLVED, that the Property shall be conveyed for such sum as Yvette M. Jones, Chief Operating Officer and Senior Vice President for External Affairs, Anthony P. Lorino, Senior Vice President for Operations and Chief Financial Officer, Victoria D. Johnson, General Counsel, Meredith A. Whitten, Senior Associate General Counsel, or David B. Epstein, Associate General Counsel (each an "Authorized Officer"), any of whom is authorized to act alone, may, in his or her sole and uncontrolled discretion, determine;

FURTHER RESOLVED, that any said Authorized Officer be and (s)he is hereby authorized, directed and empowered for and on behalf of Tulane and in its name to execute any agreement necessary to effect the disposition of the Property, including, without limitation, a purchase agreement, bill of sale, and act of sale, all containing such terms, conditions, limitations, provisions, and/or restrictions as said Authorized Officer may, in his or her sole and uncontrolled discretion, deem necessary, proper, and/or advisable, to accept the purchase price on behalf of Tulane, to pay customary closing costs, and to enter into any and all other agreements and to do and perform any and all other acts which said Authorized Officer may, in his or her sole and uncontrolled discretion, deem necessary, proper, and/or advisable to carry out the intent of these resolutions, the execution thereof by said Authorized Officer fully evidencing Tulane's approval thereof;

FURTHER RESOLVED, that the Authorized Officer be and (s)he hereby is authorized, empowered and directed to execute and deliver the above described documents with such changes, modifications, additions and deletions as (s)he may in his or her sole and uncontrolled discretion approve, which changes, modifications, additions and deletions (s)he is hereby authorized to make, his or her signature on any such document constituting conclusive evidence of Tulane's approval thereof; and

FURTHER RESOLVED, that any action heretofore taken by any Authorized Officer in connection with the foregoing matters is hereby ratified and approved, with the same effect as if such action had been specifically authorized in advance.

Board of Tulane University
December 7, 2006

CERTIFICATE

As Recording Secretary of the Board of The Administrators of the Tulane Educational Fund, I hereby certify that the foregoing is a true and correct copy of resolutions duly and legally adopted by the Board of The Administrators of the Tulane Educational Fund, and that said resolutions have not been rescinded, modified or recalled, and are in full force and effect.

I further certify that Yvette M. Jones is the Chief Operating Officer and Senior Vice President for External Affairs, Anthony P. Lorino is the Senior Vice President for Operations and Chief Financial Officer, Victoria D. Johnson is the General Counsel, Meredith A. Whitten is the Senior Associate General Counsel, and David B. Epstein is an Associate General Counsel, of Tulane.

WITNESS my signature on this 16th day of January 2007.



RECORDING SECRETARY

Board of Tulane University
December 7, 2006

**CERTIFIED RESOLUTIONS
OF THE BOARD OF
THE ADMINISTRATORS OF THE TULANE EDUCATIONAL FUND**

The undersigned Recording Secretary of the Board of The Administrators of the Tulane Educational Fund, a Louisiana non-profit corporation ("Tulane") hereby certifies that the following resolutions were adopted by the Board of Tulane at a meeting held on December 7, 2006 at which a quorum was present and acting throughout:

WHEREAS, the Board deems it advisable to convey certain property owned by Tulane located in St. Tammany Parish, Louisiana;

NOW, THEREFORE, BE IT RESOLVED, that Tulane convey, to any person, firm or corporation, certain property acquired, directly or indirectly, by Tulane from the Succession of Walter E. Sullivan, described generally as:

ALL THAT CERTAIN PARCEL OF LAND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, being designated as Tract "B" and situated in Sections 20 and 21, Township 8 South, Range 14 East, St. Tammany Parish, Louisiana, being more fully described as follows: From the Center of Section 21, in said Township and Range, thence South 88 degrees, 11 minutes, 08 seconds West 431.87 feet to the Easterly Right-of-Way Line of the Gulf Mobile and Ohio Railroad, also the Point of Beginning. Thence South 88 degrees, 11 minutes, 08 seconds West 210.89 feet to a point on the Westerly Right-of-Way Line of the Gulf Mobile and Ohio Railroad; thence North 89 degrees, 34 minutes, 56 seconds West 4,644.73 feet to a point; thence North 00 degrees, 29 minutes, 01 seconds 1,320.00 feet to a point; thence South 89 degrees, 34 minutes, 56 seconds East 2,640.00 feet to a point; thence North 89 degrees, 55 minutes, 22 seconds East 1,734.67 feet to the Easterly Right-of-Way Line of the Gulf Mobile and Ohio Railroad, thence along said Easterly Right-of-Way Line South 20 degrees, 18 minutes, 11 seconds East 1,418.34 feet to the Point of Beginning, containing in all 140.25 acres of land, more or less. All as shown on survey made by Borgen Engineering, Inc., dated December 15, 1982, revised June 28, 1984, and July 12, 1984

(together with any related personal property, collectively, the "Property");

FURTHER RESOLVED, that the Property shall be conveyed for such sum as Yvette M. Jones, Chief Operating Officer and Senior Vice President for External Affairs, Anthony P. Lorino, Senior Vice President for Operations and Chief Financial Officer, Victoria D. Johnson, General Counsel, Meredith A. Whitten, Senior Associate General Counsel, or David B. Epstein, Associate General Counsel (each an "Authorized Officer"), any of whom is authorized to act alone, may, in his or her sole and uncontrolled discretion, determine;

FURTHER RESOLVED, that any said Authorized Officer be and (s)he is hereby authorized, directed and empowered for and on behalf of Tulane and in its name to execute any agreement necessary to effect the disposition of the Property, including, without limitation, a purchase agreement, bill of sale, and act of sale, all containing such terms, conditions, limitations, provisions, and/or restrictions as said Authorized Officer may, in his or her sole and uncontrolled discretion, deem necessary, proper, and/or advisable, to accept the purchase price on behalf of Tulane, to pay customary closing costs, and to enter into any and all other agreements and to do and perform any and all other acts which said Authorized Officer may, in his or her sole and uncontrolled discretion, deem necessary, proper, and/or advisable to carry out the intent of these resolutions, the execution thereof by said Authorized Officer fully evidencing Tulane's approval thereof;

FURTHER RESOLVED, that the Authorized Officer be and (s)he hereby is authorized, empowered and directed to execute and deliver the above described documents with such changes,

Board of Tulane University
December 7, 2006

modifications, additions and deletions as (s)he may in his or her sole and uncontrolled discretion approve, which changes, modifications, additions and deletions (s)he is hereby authorized to make, his or her signature on any such document constituting conclusive evidence of Tulane's approval thereof; and

FURTHER RESOLVED, that any action heretofore taken by any Authorized Officer in connection with the foregoing matters is hereby ratified and approved, with the same effect as if such action had been specifically authorized in advance.

CERTIFICATE

As Recording Secretary of the Board of The Administrators of the Tulane Educational Fund, I hereby certify that the foregoing is a true and correct copy of resolutions duly and legally adopted by the Board of The Administrators of the Tulane Educational Fund, and that said resolutions have not been rescinded, modified or recalled, and are in full force and effect.

I further certify that Yvette M. Jones is the Chief Operating Officer and Senior Vice President for External Affairs, Anthony P. Lorino is the Senior Vice President for Operations and Chief Financial Officer, Victoria D. Johnson is the General Counsel, Meredith A. Whitten is the Senior Associate General Counsel, and David B. Epstein is an Associate General Counsel, of Tulane.

WITNESS my signature on this 16th day of January 2007.

Wynona Burmaster
RECORDING SECRETARY

THUS DONE AND PASSED, in my office in New Orleans, Louisiana, on the 17th day of January, 2007, but effective as of the Effective Date, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearer, and me, Notary, after due reading of the whole.

WITNESSES:

Signature:

Patricia T. Prendergast

Print Name: PATRICIA T. PRENDERGAST

Signature:

Lorraine Robin
Print Name: LORRAINE ROBIN

SELLER:

THE ADMINISTRATORS OF THE
TULANE EDUCATIONAL FUND

By: David B. Epstein

Name: David B. Epstein

Title: Associate General Counsel

Melanie Kaye Breaux

Print Name: Melanie Kaye Breaux
NOTARY PUBLIC

Bar Roll/Notarial I.D. No.: 27528

My Commission Expires: at death

Melanie Kaye Breaux
Notary Public
State of Louisiana
Louisiana Bar Roll # 27528
My Commission is issued for Life.

THUS DONE AND PASSED, in my office in Slidell, Louisiana on the 17th day of January, 2007, but effective as of the Effective Date, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearer, and me, Notary, after due reading of the whole.

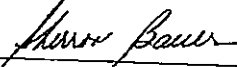
WITNESSES:

Signature:



Print Name: Aaron Ahlquist

Signature:

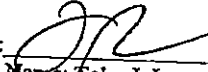


Print Name: SHERRON BAUER

BUYER:

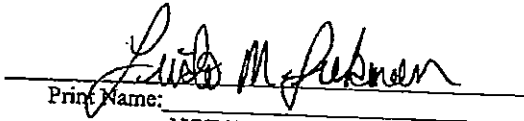
ASHTON PARC, L.L.C.

By:



Name: Toby J. Lowe

Title: Manager



Print Name:

NOTARY PUBLIC

LINDA M. SUKMAN

Bar Roll/Notarial I.D. No.:

NOTARY #56861, St. Tammany Parish

My Commission Expires:

My commission expires at my death.

Instrument #1822864

Order of Expropriation

The Parish of St. Tammany

Vs.

Ashton Parc, LLC

(August 3, 2011)

THE PARISH OF ST. TAMMANY

NUMBER 2011-1444 DIVISION "I"

VERSUS

22ND JUDICIAL DISTRICT COURT

PARISH OF ST. TAMMANY

ASHTON PARC, L.L.C.

STATE OF LOUISIANA

FILED: August 3rd 2011

[Signature]
DEPUTY CLERK

ORDER OF EXPROPRIATION

St. Tammany Parish 1633
Instrmnt #: 1822864
Registry #: 2083965 PSH
08/08/2011 4:30:00 PM
MB CB X MI UCC

The petition, exhibits and the premises considered:

IT IS HEREBY ORDERED that the Parish of St. Tammany deposit in the registry of this Court, for the use and benefit of the person or persons entitled thereto, the sum of One Hundred Six Thousand Six Hundred Seventy-Four and 00/100 (\$106,674.00) Dollars.

AND IT IS HEREBY FURTHER ORDERED that the full ownership of the property described below is expropriated and taken for highway purposes as of the time of such deposit, according to law, said property being described as follows, to-wit:

PARCEL NO. 2-1

A PORTION OF GROUND LOCATED IN SECTIONS 20 & 21, T 8 S - R 14 E, GREENSBURG LAND DISTRICT, ST. TAMMANY PARISH, LOUISIANA

DESCRIPTION OF A 11.696 ACRE PARCEL OF LAND LOCATED IN SECTIONS 20 & 21, T 8 S - R 14 E, GREENSBURG LAND DISTRICT, PARISH OF ST. TAMMANY, STATE OF LOUISIANA. SAID 11.696 ACRE PARCEL BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING SOUTH 89°38'09" WEST AND 2620.60 FEET FROM THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 20, T 8 S - R 14 E, GREENSBURG LAND DISTRICT, ST. TAMMANY PARISH, LOUISIANA;

THENCE NORTH 20°30'19" EAST FOR A DISTANCE OF 7.14 FEET TO A POINT AND CORNER;

THENCE, ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 2150.00 FEET, THE LONG CHORD OF WHICH BEARS NORTH 47°46'34" EAST FOR A DISTANCE OF 1967.84 FEET FOR AN ARC LENGTH OF 2043.95 FEET TO A POINT;

THENCE NORTH 89°38'09" EAST FOR A DISTANCE OF 1141.91 FEET TO A POINT AND CORNER;

577

THENCE NORTH 89°08'41" EAST FOR A DISTANCE OF 1327.45 FEET TO A POINT AND CORNER;

THENCE NORTH 88°48'42" EAST FOR A DISTANCE OF 204.01 FEET TO A POINT AND CORNER;

THENCE SOUTH 21°04'07" EAST FOR A DISTANCE OF 81.17 FEET TO A POINT AND CORNER;

THENCE SOUTH 89°08'27" WEST FOR A DISTANCE OF 2176.52 FEET TO A POINT AND CORNER;

THENCE, ALONG A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 2000.00 FEET, THE CHORD OF WHICH BEARS SOUTH 55°33'47" WEST FOR A DISTANCE OF 2212.28 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 2344.18 FEET TO A POINT AND CORNER;

THENCE SOUTH 89°38'09" WEST FOR A DISTANCE OF 161.25 FEET TO THE POINT OF BEGINNING.

CONTAINING: 509,471 SQUARE FEET OR 11.696 ACRES OF LAND, MORE OR LESS.

AND

PARCEL NO. 6-2

A PORTION OF GROUND LOCATED IN SECTION 22, T 8 S - R 14 E, GREENSBURG LAND DISTRICT, ST. TAMMANY PARISH, LOUISIANA

DESCRIPTION OF A 5.073 ACRE PARCEL OF LAND LOCATED IN SECTION 22, T 8 S - R 14 E, GREENSBURG LAND DISTRICT, PARISH OF ST. TAMMANY, STATE OF LOUISIANA. SAID 5.073 ACRE PARCEL BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT, SAID POINT BEING SOUTH 00°33'47" EAST AND 575.20 FEET FROM THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, T 8 S - R 14 E, GREENSBURG LAND DISTRICT, ST. TAMMANY PARISH, LOUISIANA;

THENCE NORTH 66°25'46" EAST FOR A DISTANCE OF 376.28 FEET TO A POINT AND CORNER;

THENCE, ALONG A TANGENT CURVE TO THE RIGHT WITH A RADIUS OF 4150.00 FEET, THE CHORD OF WHICH BEARS NORTH 73°59'31" EAST FOR A DISTANCE OF 1092.36 FEET; THENCE ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 1095.54 FEET TO A POINT AND CORNER;

THENCE SOUTH 00°20'35" EAST FOR A DISTANCE OF 151.57 FEET TO A POINT AND CORNER;

THENCE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 4000.00 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 73°50'21" WEST FOR A DISTANCE OF 1031.69 FEET FOR AN ARC LENGTH OF 1034.57 FEET TO A POINT;

1 Introduced January 14, 2020, by Councilman
2 Borchert, seconded by Councilman Vanney (by
3 request of Administration)

4 **Item No. 20-01-3309**

5
6 **ORDINANCE NO. 3971**

7
8 An ordinance annexing and zoning 128.55 acres of land along T.J. Smith
9 Memorial Parkway, from Parish I-2 Industrial District to City M-2 Light Industrial District, as
10 petitioned by Ashton Parc, LLC, through Fred Goodson or Toby Lowe.

11 WHEREAS, the Slidell City Council has received a petition from Ashton Parc,
12 LLC, through Fred Goodson or Toby Lowe, to annex and zone 128.55 acres of land, from
13 Parish I-2 Industrial District to City M-2 Light Industrial District; and
14

15 WHEREAS, said property is located along T.J. Smith Memorial Parkway; and

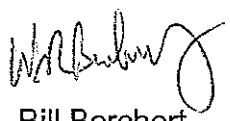
16
17 WHEREAS, the Slidell Planning and Zoning Commission has issued a
18 favorable recommendation for said annexation and zoning.
19

20
21 NOW THEREFORE BE IT ORDAINED by the Slidell City Council that the
22 following described parcel of land be annexed into the corporate limits of the City of Slidell
23 into Councilmanic District D and zoned M-2 Light Industrial District, and more fully
24 described as follows:
25

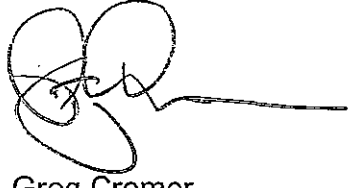
26
27 A certain 128.55 acre tract in Sections 20 and 21, Township 8 South, Range
28 14 East, St. Tammany Parish, Louisiana.
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1 ORDINANCE NO. 3971
2 ITEM NO. 20-01-3309
3 PAGE 2

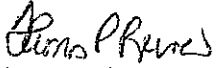
4 ADOPTED this 11th day of February, 2020.

7 

8 Bill Borchert
9 President of the Council
10 Councilman-at-Large

11 


12 Greg Cromer
13 Mayor

17 

18 Thomas P. Reeves
19 Council Administrator

20 DELIVERED 2/14/20
21 2:25pm to the Mayor
22 RECEIVED 2/18/20
23 1:17pm from the Mayor

34 Certified True Copy

35 
36 _____
37 Sibley City Council



The City of Slidell

PLANNING DEPARTMENT

250 Bouscaren Street, Suite 203, Slidell, LA 70458

P. O. Box 828, Slidell, LA 70459

Phone (985) 646-4320 • Fax (985) 646-4356 • www.mvslidell.com

G.G. CROMER
Mayor

THERESA B. ALEXANDER
Acting Director

December 16, 2019

STAFF COMMENTS

CASE: A19-05

PETITIONER: Ashton Parc LLC, 38266 Hwy Department Road, Pearl River LA 70452

LOCATION: Dr. T.J. Smith Sr. Memorial Parkway, Adjacent and North of City of Slidell Corporate Line

REQUEST: **ANNEXATION AND ZONING – A19-05 / Z19-05:** A request by Ashton Parc, LLC, through Fred Goodson or Toby Lowe, to rezone property north of and along the City of Slidell northern boundary line along Dr. T.J. Smith Sr. Memorial Parkway, more particularly identified as a certain 128.55 acre tract in Sections 20 and 21, Township 8 South, Range 14 East, from St. Tammany Parish I-2 Industrial District to City of Slidell M-2 – Light Industrial District, in connection with annexation into the City of Slidell jurisdictional limits

STAFF RECOMMENDATIONS:

Petitioner has requested to annex into the City of Slidell Corporate Limits to afford additional opportunity for development of an industrial use area consisting of 128.55 acres.

The property and the requested zoning district comply with the State requirements as well as the City's future use in this area. Therefore, the City Planning Department requests a favorable recommendation to the City Council on this annexation request.

**CITY OF SLIDELL
PETITION FOR ANNEXATION**

Planning and Zoning Commissions
City of Slidell, Parish of St. Tammany
State of Louisiana

DATE: November 5, 2019

1) According to the attached certificate of the Registrar of Voters for the Parish of St. Tammany, Louisiana, and according to our information and belief, there are 0 registered voters residing in the area to be annexed. To obtain this information call the Registrar of Voters office in Covington at (985) 809-5500.

2) The property owners of this area are: (please print clearly):

NAME	MAILING ADDRESS	TELEPHONE NO.
<u>Ashton Pree LLC</u>	<u>38266 Hwy Department Rd. Pearl River, LA.</u>	
	<u>70452-5590</u>	

There are: Resident property owners
 Non-Resident property owners

- 3) I/we do hereby certify that the undersigned are the sole owners of the property to be annexed. A copy of the Act of Sale/Deed must be attached. Attach a plat of survey or a map drawn to scale of no smaller than 1" equals 100' showing the location, measurements, and ownership of all property proposed for annexation.
- 4) The legal description of the property to be annexed must be attached so that the new City boundaries can be defined with certainty and precision.
- 5) If the petitioner(s) is/are a corporation, partnership or other entity, the petitioner(s) must attach a copy of the resolution authorizing the petitioner to sign and authorizing the petition for annexation. If a couple, both husband and wife must sign the petition.
- 6) Petitioner(s) desire to have the property as described in paragraph 4 annexed to the City of Slidell, St. Tammany Parish, Louisiana.
- 7) A copy of the last paid tax statement must be submitted with this petition for annexation.
- 8) Original Certificate of Assessor certifying ownership and assessed valuation of property must be completed by the Assessor's office. A copy of last tax statement and survey of property should be attached when submitting form to the Assessor's office for completion. Assessor's telephone number is (985) 809-8180 if you have any questions.

***Petitioner, by signature below, acknowledges that they have been informed as to the estimated cost of connection to City utilities.**

The undersigned petitioner(s), after being duly sworn, did depose and say that all the allegations and statements of fact are true and correct.

PETITIONER(S) / OWNER(S) OF RECORD:

[Signature] 11/5/19
Signature Date

Signature Date

Signature Date

Signature Date

SWORN TO AND SUBSCRIBED before me this 5 day of November, 2019.

[Signature]
NOTARY PUBLIC



Gregory Brice Jones
Notary Public State of LA
Bar No. 7484
My Comm. Expires Upon My Death

**CITY OF SLIDELL
PETITION TO CHANGE ZONING DISTRICT CLASSIFICATION**

Planning and Zoning Commission
City of Slidell, Parish of St. Tammany
State of Louisiana

DATE: Nov 5 2015

Petition is hereby made to the City of Slidell, Louisiana, to change the zoning classification of hereinafter described property.

(INSTRUCTIONS: Please print all information clearly.)

1) LOCATION OF PROPERTY: The property petitioned for zoning/rezoning is bounded by the following streets:

Dr. T. J. Smith Sr. Memorial Parkway

And identified by Lot, Square/Block, and Subdivision Name as follows:

TRACT B SEC 20, 21 & 14 CB 1167 Inst No 1600681

NOTE: If the property does not have Lot, Square/Block, and Subdivision Name, attach a separate sheet giving description by Metes and Bounds.

2) TOTAL NUMBER OF ACRES or part thereof: 128.55

3) The reasons for requesting the zoning change are as follows:

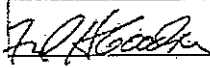
FOR Future Development

4) A copy of the ACT OF SALE/DEED must be attached. Attach a PLAT SURVEY or a MAP DRAWN TO SCALE no smaller than 1" = 100' showing the location, measurements, and ownership of all property proposed for a change in zoning classification, so that the new zoning/rezoning can be defined with certainty and precision.

5) If the petitioner(s) is/are a corporation, partnership or other entity, the petitioner must attach a COPY OF THE RESOLUTION AUTHORIZING THE PETITIONER TO SIGN and AUTHORIZING THE PETITION FOR ZONING. If a couple, both husband and wife must sign the petition.

6) The following list of owners or authorized agents of 50% or more of the area of the land in which a change of classification is requested hereby petition the zoning classification of the afore described property be changed -

FROM: I-2 Indust (Existing classification) TO: M-2 light Industrial (Proposed classification)

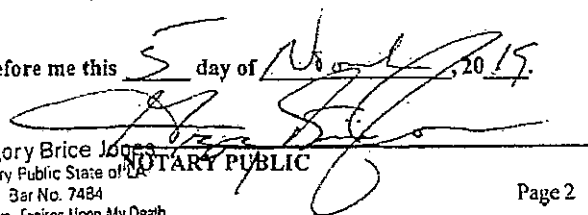
Signature	Printed Name	Mailing Address	Phone #	% Land Owned
	Fred H. Goodson	916 Morgan Bluff Rd Pearl River, LA.	290-0690	50%

BEFORE ME, the undersigned authority, personally appeared the persons whose signatures are affixed above, all of full age and majority, who declare under oath to me, NOTARY, that they are the owners of all that certain lot, piece, or parcel of land located as set forth beside their respective signatures, and that they know of their own personal knowledge that the above petitioners are the owners of at least fifty percent of the area hereinabove described for which a zoning change is requested, and that their signatures were executed freely and voluntarily and that they are duly qualified to sign.

SWORN TO AND SUBSCRIBED before me this 5 day of Nov, 2015.

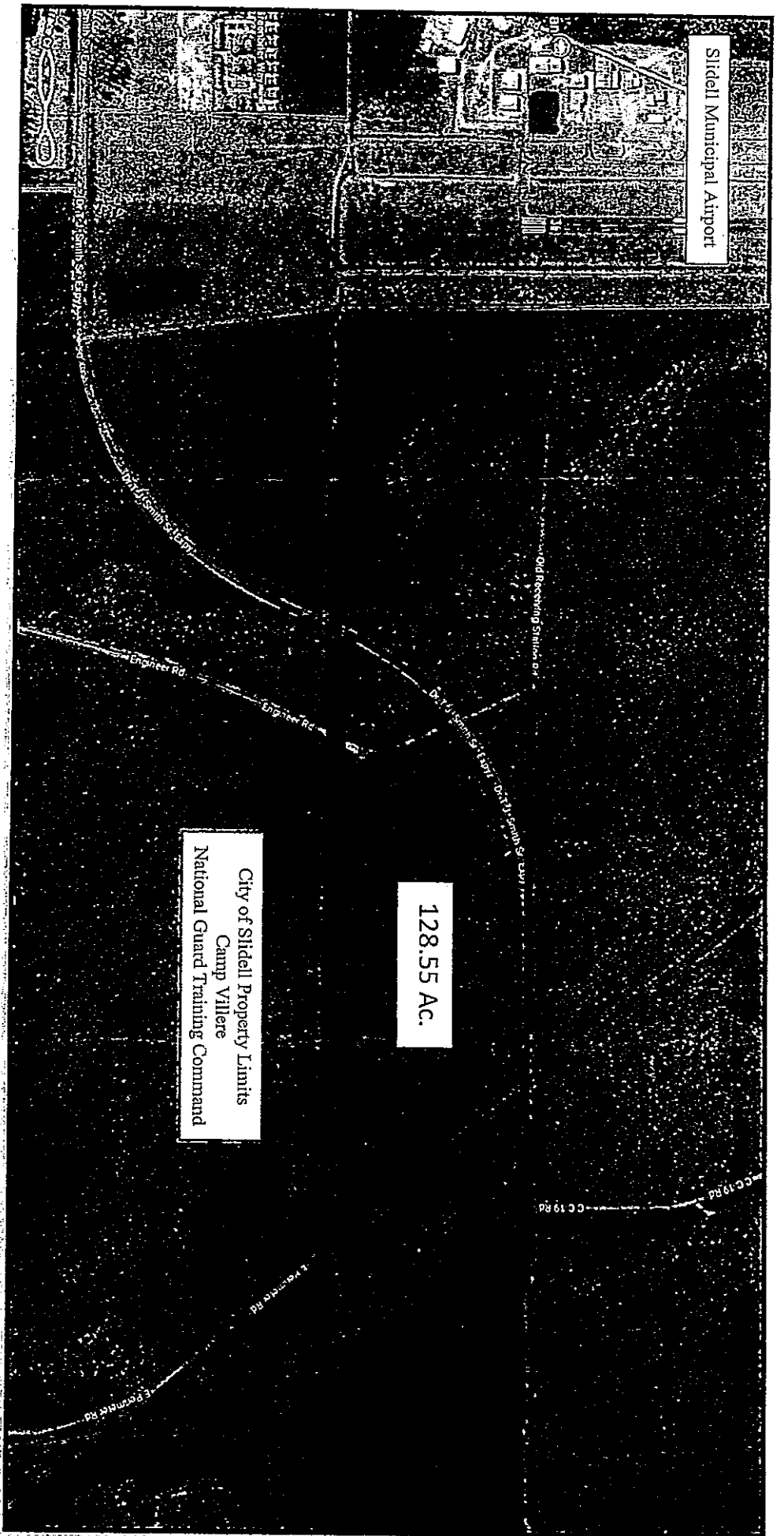


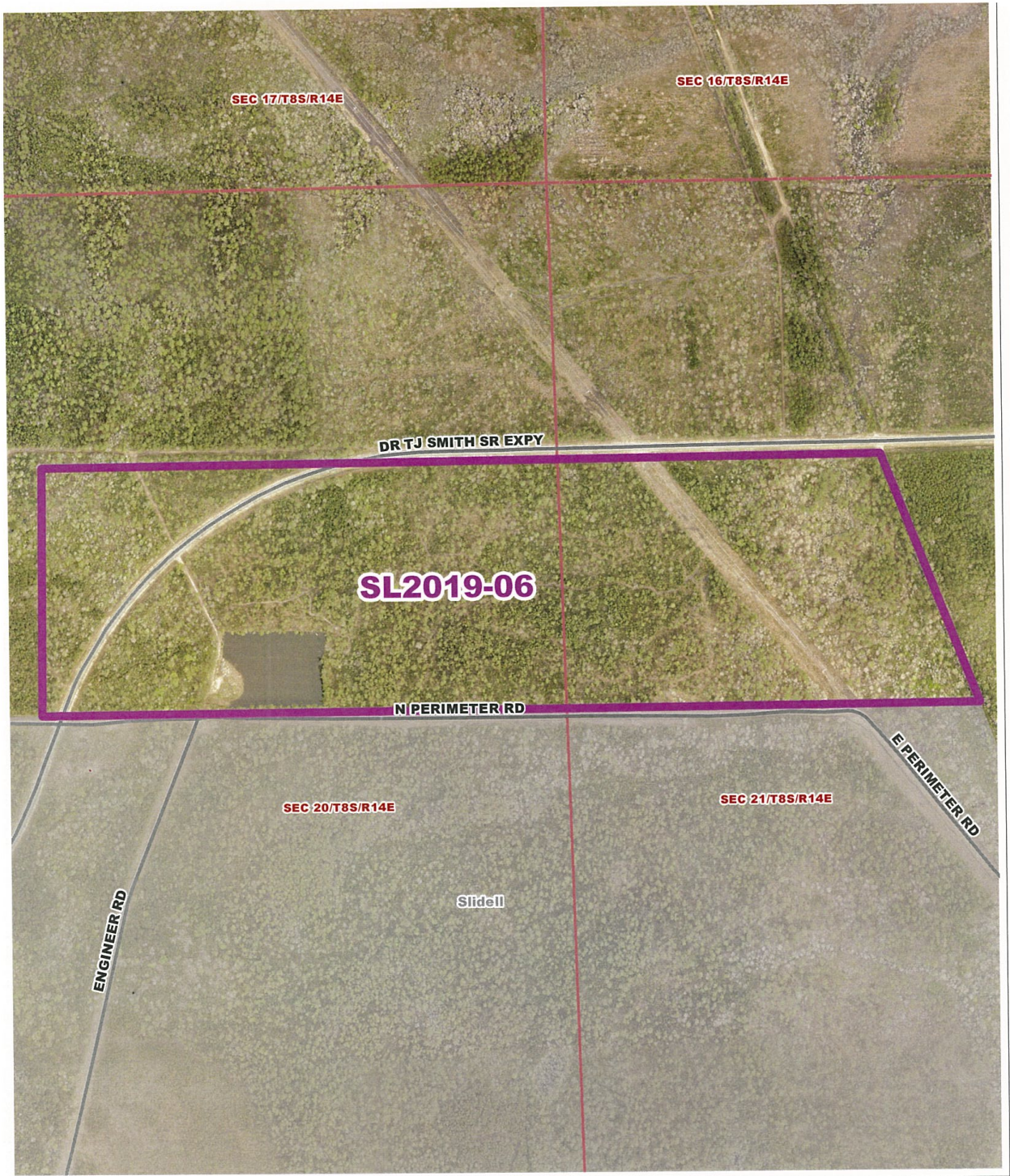
Gregory Brice Jones
Notary Public State of Louisiana
Bar No. 7484
My Comm. Expires Upon My Death


NOTARY PUBLIC

LEGAL DESCRIPTION

A certain 128.55 acre tract in Sections 20 and 21, Township 8 South, Range 14 East, St. Tammany Parish, Louisiana designated as Tract B in that certain Act of Sale dated January 17, 2007. According to the official records of St. Tammany Parish, Louisiana, Instrument No. 1600681 (original tract was 140.25 acres). Less and except 11.696 acres expropriated pursuant to Orders rendered in the 22nd Judicial District Court, Parish of St. Tammany in proceedings no. 2011-14444, Division I by Judgment read, rendered and signed on August 8, 2011 which Judgment is recorded at Instrument No. 1822864 in the official records for the St. Tammany Parish, Louisiana and which property is now reduced to 128.55 acres as a result of the expropriation.

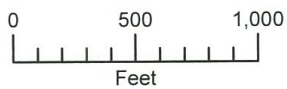




Slidell Annexation SL2019-06 Aerial



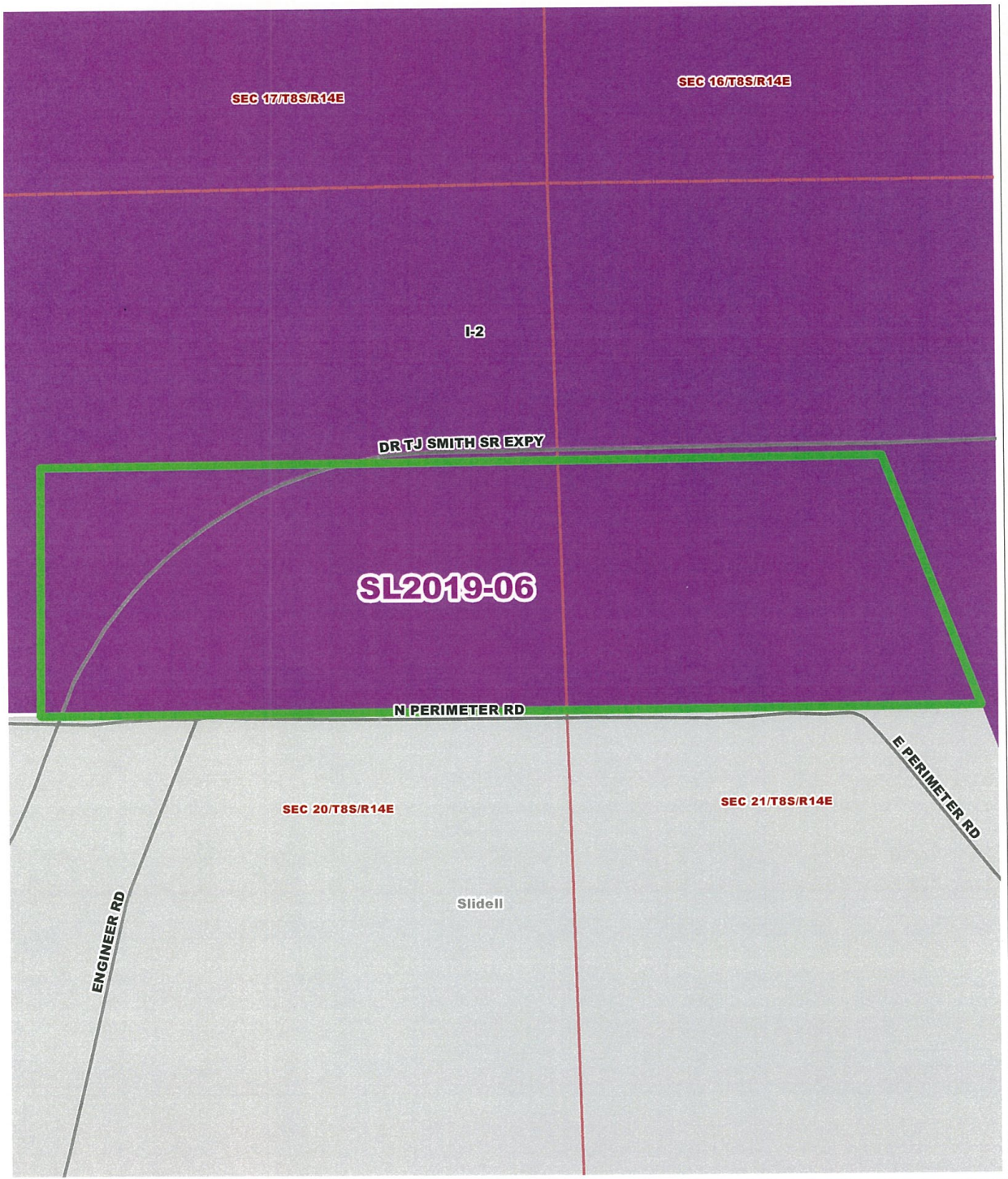
-  Rivers
-  Roads
-  Major Roads
-  SL2019-06
-  S/T/R
-  City of Slidell



St. Tammany Parish Government
P.O. Box 628
Covington, LA 70434

This map was produced by the GIS Division of the Department of Technology of St. Tammany Parish. It is for planning purposes only. It is not a legally recorded plan, survey, official tax map or engineering schematic, and it is not intended to be used as such. Map layers were created from different sources at different scales, and the actual or relative geographic position of any feature is only as accurate as the source information. Copyright (c) 2019. St. Tammany Parish, La. All rights Reserved.

Map : 2019-aps-256 Date: 12/17/2019



St. Tammany Parish Government
P.O. Box 628
Covington, LA 70434

- Rivers
- Roads
- Major Roads
- SL2019-06
- S/T/R
- City of Slidell

Map ID: 2019-aps-258 Date: 12/17/2019

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Map layers were created from different sources at different scales and the actual or relative geographic position of any feature is only as accurate as the source information. Copyright (c) 2019. St. Tammany Parish, Louisiana. All rights Reserved.

Slidell Annexation SL2019-06 Zoning

- | | | |
|---------------------------------|--|--|
| E-1 Estate | NC-5 Retail and Service | MD-2 Medical Clinical |
| E-2 Estate | NC-6 Public, Cultural and Recreational | MD-3 Medical Facility |
| E-3 Estate | PBC-1 Planned Business Campus | MD-4 Medical Research |
| E-4 Estate | PBC-2 Planned Business Campus | PF-1 Public Facilities |
| A-1 Suburban | HC-1 Highway Commercial | PF-2 Public Facilities |
| A-1A Suburban | HC-2 Highway Commercial | CB-1 Community Based Facilities |
| A-2 Suburban | HC-2A Highway Commercial | ED-1 Primary Education |
| A-3 Suburban | HC-3 Highway Commercial | ED-2 Higher Education |
| A-4 Single Family Residential | HC-4 Highway Commercial | AT-1 Animal Training/Housing |
| A-4A Single Family Residential | HC-5 Highway Commercial | RBG Riverboat Gaming District |
| A-5 Two Family Residential | I-1 Industrial | PUD Planned Unit Development |
| A-6 Multiple Family Residential | I-2 Industrial | AAO Abita Airport Overlay |
| A-7 Multiple Family Residential | I-3 Heavy Industrial | MHO Manufactured Housing Overlay |
| A-8 Multiple Family Residential | I-4 Heavy Industrial | RO Rural Overlay |
| NC-1 Professional Office | Advanced Manufacturing & Logistics | TND-1 Traditional Neighborhood Development |
| NC-2 Indoor Retail Service | SWM-1 Solid Waste Management | TND-2 Traditional Neighborhood Development |
| NC-3 Lodging | SWM-2 Solid Waste Management | EO Entertainment Overlay |
| NC-4 Neighborhood Institutional | MD-1 Medical Residential | RBCO Regional Business Center Overlay |

