ST. TAMMANY PARISH COUNCIL

RESOLUTION

RESOLUTION COUNCIL SERIES NO: C-3814

COUNCIL SPONSOR: BINDER/BRISTER PROVIDED BY: DATA MANAGEMENT

RESOLUTION TO CONCUR/ NOT CONCUR WITH THE CITY OF SLIDELL ANNEXATION AND REZONING OF 13.783 ACRES OF LAND MORE OR LESS FROM PARISH HC-4 (HIGHWAY COMMERCIAL) AND A-1 (SINGLE RESIDENTIAL DISTRICT) TO SLIDELL C-4 (HIGHWAY COMMERCIAL DISTRICT) WHICH PROPERTY IS LOCATED ALONG FRONTAGE ROAD AT NORTHSHORE BLVD, A PORTION OF TRACT U-3 EAST OF BAYOU LIBERTY, SITUATED IN SECTION 7, TOWNSHIP 8 SOUTH, RANGE 14 EAST, ST TAMMANY PARISH, LOUISIANA, WARD 9, DISTRICT 11.

WHEREAS, the City of Slidell is contemplating annexation of 13.783 acres and more or less owned by MY Investments (Northshore Lodging), which property is located along Frontage Road at Northshore Blvd, a portion of Tract U-3 East of Bayou Liberty, situated in Section 7, Township 8 South, Range 14 East, St Tammany Parish, Louisiana, Ward 9, District 11 (see attachments for complete description); and

WHEREAS, the property requires rezoning from Parish HC-4 (Highway Commercial) and A-1 (Single Residential District) to City of Slidell C-4 (Highway Commercial District) which is an intensification of zoning; and

WHEREAS, the property is not developed and the proposed annexation would result in a split of the sales tax revenues, as per the Sales Tax Enhancement Plan for the Parish and the City of Slidell, 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.

THE PARISH OF ST. TAMMANY HEREBY RESOLVES to Concur/Not Concur with the City of Slidell annexation and rezoning of 13.783 acres of land more or less, which property is located along Frontage Road at Northshore Blvd, a portion of Tract U-3 East of Bayou Liberty, situated in Section 7, Township 8 South, Range 14 East, St Tammany Parish, Louisiana from Parish HC-4 (Highway Commercial) and A-1 (Single Residential District) to Slidell C-4 (Highway Commercial District) in accordance with the provisions of the Sales Tax Enhancement Plan.

BE IT FURTHER RESOLVED that should this property be annexed, the St. Tammany Parish Engineering Department will cooperate with the City of Slidell in the review of development proposals utilizing the applicable Parish or City Drainage Regulations, whichever is more restrictive, and in compliance with the provisions of the Sales Tax Enhancement Plan.

BE IT FURTHER RESOLVED that should this property be annexed, The St. Tammany Parish Engineering Department 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 Sales Tax Enhancement Plan.

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

MOVED FOR ADOPTION BY: _____ SECONDED BY: _____

YEAS: _____

NAYS:

ABSTAIN:

THIS RESOLUTION WAS DECLARED ADOPTED ON THE <u>5</u> DAY OF <u>SEPTEMBER</u>, 2013, AT A REGULAR MEETING OF THE PARISH COUNCIL, A QUORUM OF THE MEMBERS BEING PRESENT AND VOTING.

JERRY BINDER, COUNCIL CHAIRMAN

ATTEST:

THERESA L. FORD, COUNCIL CLERK



SL2013-05: STP Department notes:

| Date | Department | Originator | Note |
|-----------|---------------------------|------------|---|
| 8/6/2013 | Planning | S Fontenot | It appears that the information from the City relative to the existing zoning classification is incorrect. |
| | | | A significant portion (approx. half) of the 13 acres is zoned A-1 Single Family Residential (being the westerly half of the property adjacent to Bayou Liberty. The approximately 8 acres of property located closest to the service road is zoned HC-4 Highway Commercial. |
| | | | As such the proposed zoning would be consistent with existing zoning on the eastern ind of the property but result in a significant intensification in the zoning for that portion of the property that abuts Bayou Liberty. |
| | | | The proposal is consistent with the Louisiana Revised Statutes relative to annexation. |
| 7/24/2013 | Engineering | J Oberry | Parish drainage and traffic requirements must be followed. Floodplain storage must be maintained. |
| 7/22/2013 | Public Works | J Lobrano | No Public Works Issues |
| 7/15/2013 | Environmental Services | T Brown | No DES Issues |
| | | | |

ST. TAMMANY PARISH COUNCIL

RESOLUTION

RESOLUTION COUNCIL SERIES NO.

COUNCIL SPONSOR: _____ PROVIDED BY: CAO

RESOLUTION TO CONCUR/ NOT CONCUR WITH THE CITY OF SLIDELL ANNEXATION AND REZONING OF 13.783 ACRES OF LAND MORE OR LESS FROM PARISH HC-4 HIGHWAY COMMERCIAL/ A-1 SINGLE RESIDENTIAL DISTRICT TO SLIDELL C-4 HIGHWAY COMMERCIAL DISTRICT WHICH PROPERTY IS ALONG FRONTAGE ROAD AT NORTHSHORE BLVD, A PORTION OF TRACT U-3 EAST OF BAYOU LIBERTY, SITUATED IN SECTION 7, TOWNSHIP 8 SOUTH, RANGE 14 EAST, ST TAMMANY PARISH, LOUISIANA, WARD 9, DISTRICT 11.

WHEREAS, the City of Slidell is contemplating annexation of 13.783 acres and more or less owned by MY Investments (Northshore Lodging), which property is located along Frontage Road at Northshore Blvd, a portion of Tract U-3 East of Bayou Liberty, situated in Section 7, Township 8 South, Range 14 East, St Tammany Parish, Louisiana, Ward 9, District 11 (see attachments for complete description); and

WHEREAS, the property requires rezoning from Parish HC-4 Highway Commercial/ A-1 Single Residential District to City of Slidell C-4 Highway Commercial District which is an intensification of zoning; and

WHEREAS, the property **is not** developed and the proposed annexation **would** result in a split of the sales tax revenues, as per the Sales Tax Enhancement Plan for the Parish and the City of Slidell, 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/Not Concur** with the City of Slidell annexation and rezoning of 13.783 acres of land more or less, which property is located along Frontage Road at Northshore Blvd, a portion of Tract U-3 East of Bayou Liberty, situated in Section 7, Township 8 South, Range 14 East, St Tammany Parish, Louisiana from Parish HC-4 Highway Commercial/ A-1 Single Residential District to Slidell C-4 Highway Commercial District in accordance with the provisions of the Sales Tax Enhancement Plan.

BE IT FURTHER RESOLVED that should this property be annexed, the St. Tammany Parish Engineering Department will cooperate with the City of Slidell in the review of development proposals utilizing the applicable Parish or City Drainage Regulations, whichever is more restrictive, and in compliance with the provisions of the Sales Tax Enhancement Plan.

BE IT FURTHER RESOLVED that should this property be annexed, The St. Tammany Parish Engineering Department 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 Sales Tax Enhancement Plan.

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 _____ DAY OF _____, 2013, AT A REGULAR MEETING OF THE PARISH COUNCIL, A QUORUM OF THE MEMBERS BEING PRESENT AND VOTING.

JERRY BINDER, COUNCIL CHAIRMAN

ATTEST:

THERESA FORD, CLERK OF COUNCIL (SL2013-05)



Slidell Annexation SL2013-05









FREDDY DRENNAN Mayor

PLANNING DEPARTMENT 250 Bouscaren Street, Suite 203 • Slidell, Louisiana 70458 P.O. Box 828 • Slidell, Louisiana 70459-0828 Telephone (985) 646-4320 • Fax (985) 646-4356 TDD/TTY (800) 545-1833, ext. 375 www.slidell.la.us

TARA INGRAM-HUNTER Director

July 11, 2013

Mr. Robert K. Thompson, Special Revenue Manager St. Tammany Parish Government Finance Department 21490 Koop Drive Mandeville, Louisiana 70471

CERTIFIED MAIL RETURN RECEIPT REQUESTED NO.: 7007 0710 0004 6304 2342

RE: A13-05/Z13-07: Annexation and Rezoning in connection with Annexation by MY Investments (Northshore Lodging) of property located along Frontage Road at Northshore Blvd. containing a 13.783 acre portion of Tract U-3 East of Bayou Liberty, situated in Section 7, Township 8 South, Range 14 East, St. Tammany Parish, Louisiana, rezoning from St. Tammany Parish Zoning District HC-4 (Highway Commercial) to City Zoning District C-4 (Highway Commercial).

Dear Mr. Thompson:

This is to advise you that the Slidell Planning and Zoning Commissions will introduce the above request on July 15, 2013 to consider a Petition for Annexation by MY Investments (Northshore Lodging). for the above referenced property in connection with development. The public hearing will be held on Monday, August 19, 2013 at 7:00 p.m. in the Slidell City Council Chambers located at 2045 Second Street, Third Floor. Final action on the Petition for Annexation and Zoning will not take place by the Slidell City Council until after the public hearing of the Slidell Planning and Zoning Commissions.

If you have any comments or questions regarding this annexation, please do not hesitate to contact the City Planning Department at (985) 646-4320.

Sincerely,

Theresa B. Alexander, Secretary Slidell Planning and Zoning Commissions

Enclosures

Cc: Mike Sarona / Yogesh Patel (w/o encl.) Freddy Drennan, Mayor (w/o encl) City of Slidell City Council (w/encl) Tara Ingram-Hunter, Director of Planning (w/o encl)

/tba

CITY OF SLIDELL PETITION FOR ANNEXATION

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

51

DATE: June 24, 2013

 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 _____ 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. |
|--------------------|-------------------------|----------------------|
| MY Investments | 1003 Mission Park Drive | (601) 636-2700 |
| Northshore Lodging | Vicksburg, MS 39180 | |
| | | |

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 that 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 sworh, did deposed and say that all the allegations and statements of fact are true and correct.

| 4 | PEILINNER(S)/OWNER(S | S) OF RECORD: |
|---|--|---------------|
| | Signature | Date |
| SWORN TO AND SUBSCREED befo | re me this 24 day of Jun at NOTARY PL | Nouis |
| PAT McMORRIS PAT McMORRIS Commission Expires April 4, 2016 | | Page 1 |

CITY OF SLIDELL PETITION TO CHANGE ZONING DISTRICT CLASSIFICATION

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

DATE: June 24, 2013

State of Louisiana

.

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.)

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

Interstate 12 Frontage Road at Northshore Blvd., Slidell, LA

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

A Portion of Original Tract U-3, East of Bayou Liberty, in Section 37, Township 8 South, Range 14 East

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: 13.783 Acres

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

- 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 HC-A

TO.

| PROM. | 110-4 | 10: | C-4 | |
|-----------|---------------------------|--|-----------------|-----------------|
| | (Existing classification) | (Proposed of | classification) | |
| Signature | Printed Name | Mailing Address | Phone # | % Land Owned |
| MAA | of MY Investments | 1003 Mission Park Vicksburg, MS 39180 | 601-636-2700 | 87.2% |
| | of Northshore Lodging | 1003 Mission Park Vicksburg, MS 39180 | 601-636-2700 | 12.8% |

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 1/24 day of ,2013. CIBELT HISS OF MILE OF ſĮ ta Jours ID#95159 **NOTARY PUBLIC** PAT MCMORRIS Page 2 April 4, 2016 A REN COUN



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St. Tammany Parish Zoning Map HC-4 (Highway Commercial)



City of Slidell Adjacent Zoning To 13.783 acres

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 survey by L & L Land Surveying, LLC dated November 13, 2012 and further identified as a certain tract or parcel of land containing a 13.783 acre portion of tract U-3 East of Bayou Liberty, situated in Section 37, 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 31st day of May, 2013.

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

Attachments: Legal description, Map and Survey

Cc: Joanne Reed

701 N. COLUMBIA ST. • COVINGTON, LOUISIANA 70433 • 985-809-5500 520 OLD SPANISH TRAIL • SUITE 4C • SLIDELL, LOUISIANA 70458 • 985-646-4125 FAX NUMBER 985-809-5508

LEGAL DESCRIPTION OF A 13.783 Acre Portion of Tract U-3 East of Bayou Liberty

A CERTAIN TRACT OR PARCEL OF LAND SITUATED IN SECTION 37, T8S-R14E, ST. TAMMANY, PARISH, LOUISIANA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST MARGIN OF NORTHSHORE BOULEVARD FRONTAGE ROAD AND THE NORTH MARGIN OF HOLIDAY BOULEVARD, THENCE PROCEED NORTH 10 DEGREES 06 MINUTES 19 SECONDS WEST FOR A DISTANCE OF 136.76 FEET TO THE POINT OF BEGINNING:

THENCE South 89 degrees 06 minutes 07 seconds West for a distance of 1717.86 feet to point and corner at the approximate center of Bayou Liberty;

THENCE along the center of Bayou Liberty in a Northwesterly direction for a distance of 276 feet to point and corner; THENCE along the center of Bayou Liberty in a Northeasterly direction

for a distance of 218 feet to point and corner;

THENCE North 89 degrees 06 minutes 07 seconds East for a distance of 1791.62 feet to point and corner;

THENCE South 39 degrees 02 minutes 48 seconds East for a distance of 73.87 feet to point and corner;

THENCE South 15 degrees 48 minutes 20 seconds East for a distance of 165.97 feet to point and corner;

THENCE South 10 degrees 06 minutes 19 seconds East for a distance of 112.58 feet back to the point of beginning.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 13.783 acres more or less.

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Page 1 of 1

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http://gispub.stpgov.org: 8645/StTammanyGIS/WebResource.axd? d= 2u8dpQXasWvvTIhR... 5/20/2013 (March 1999) (March 1999)

Map

Page 1 of 1

Map

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Monday 13-May-2013 2:16 PM taxpayer/rpt5x3 no picture

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Page 1 USER:Guest

Assessor Louis Fitzmorris St. Tammany Parish Property Owner's Parcel Report

*** WORK IN PROGRESS ***

| | TAX YEAR: | 2010 | | | | | | |
|-----------|--------------------|------------------|-------|------------------------------|-----------------------------|-----------------------------|---------------|-----------------|
| | | | | R | evie | wed | 09/26/0 | 8 |
| | | | | | | | 0.0 | |
| Parcel # | 128-124- | 0870 | | P | aris | h Mills | 153.4 | 6 |
| Name | MY INVES | TMENTS | LLC | W | ard | | 09R | |
| | | | | S | ubdiv | vision | X2 | 8 |
| c/o | | | | N | ON ST | JBDIV - D | ISTRICT 2 | 8 |
| Addr | 1003 MIS | SON PAR | K DR | | | | | |
| Citv | VICKSBUR | G, MS 3 | 89180 | | | | | |
| - | | | | Т | otal | Assessed | Value | 72,000 |
| Prior Own | ner BROWN, | JOHN 7 | ETUX | L | and | | | 72,000 |
| | | | | I | mpro | vements | | Ċ |
| | | | | E | st. (| City | | \$0.00 |
| | | | | E | st. 1 | Parish | | \$11,049.12 |
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| _ | smnt 1 Spcl | Code 03 40 | 13.9 | Value 72,000 Value Des | Dea SUN crip berla | BURBAN tion and Fire | Protectio | n Fee |

Geri Cavaretta Deputy assessor

Page 1 of 8

St. Tammany Parish 2055 Instrmnt #: 1834872 Registry #: 2105351 mrh 11/16/2011 4:09:00 PN MB CB X MI UCC

On the 10th day of November, 2011, before me, Notary Public for the above state and residing therein, and in the presence of the subscribing witnesses, personally appeared:

CASH SALE

STATE OF LOUISIANA

GERALDINE JACKSON BROWN wife of/and JOHN T. BROWN, a person of the full age of majority and a resident of the County of Sarasota, State of Florida who declared, under oath, unto me, Notary, that they have been married but once and then to each other, living and residing together; Mailing address 333 Sunrise Drive, Nokomis, FL 34275

GERALDINE JACKSON BROWN is appearing herein by her authorized agent, John T. Brown, by virtue of a Special Power of Attorney, a copy of which is attached hereto and made a part hereof.

Hereinafter referred to as "Seller", who declared that for the price and sum of Eight Hundred Thousand and 00/100 (\$800,000.00) cash, receipt of which is acknowledged, SELLER hereby sells and delivers with full warranty of title and subrogation to all rights and actions to warranty SELLER may have, unto:

MY INVESTMENTS, LLC, a limited liability company, organized and doing business in the State of Louisiana and represented herein by Mike Desal, Managing Member, by virtue of a Certificate of Authority, a copy of which is attached hereto and made a part hereof; Mailing address: 1003 Misson Park Drive, Vicksburg, MS 39180

Herein called BUYER, resident(s) of and domiciled in the State of Louisiana, here present and accepting, purchasing for themselves, their heirs and assigns, and following described property, the possession and delivery of which BUYER acknowledges:

ALL THAT CERTAIN PIECE OR PORTION OF GROUND, situated in and being part of tract U-3 of the CARRIERE SUBDIVISION, lying east of the Bayou Liberty and being part of Section 37, T8S, Ri4E, 9th Ward, SI. Tammany Parish, Louisiana, and containing 17.9 acres and being more fully described as follows, to-wit:

From the one-sixteenth corner common to Sections 30 and 31 of said T8S, R14E, go West 40 feet to the NE corner of Tract U-1 of said Carriere Subdivision as surveyed by Gilbert & Kelly in 1927, said point being on the west right of way line of a public road; thence go along said public road being South 660 feet to the Point of Beginning; thence continue along said public road being South 330 feet to the SE corner of said Tract U-3; thence go along the line dividing U-3 and U-4 being west 2185.4 feet to the east bank of Bayou Liberty Drainage Canal W-12; thence go along said Bayou Liberty Drainage Canal In a northwesterly direction 470 feet upstream to the intersection of the line dividing U-2 and U-3; thence go along said line being East 2363 feet to the Point of Beginning.

LESS & EXCEPT

PARCEL NO. 40-3:

Commence at the point of intersection of the proposed centerline of State Route LA I-12 with the centerline of Rifle Range Road and proceed North 68° 35' 08" West along the said proposed center line of State Route LA I-12 a distance of 27.05 feet to a point on the existing west right of way line of said Rifle Range Road and corner; thence South 01° 03' 47" East along said right of way line a distance of 186.37 feet to the Northeast corner of Vendor's property and the true POINT OF BEGINNING; from said Point of Beginning continue South 01° 03' 47" East along said right of way line a distance of 330.0 feet to the Southeast corner of Vendor's property and corner; thence South 89° 06' 07" West along Vendor's south boundary line a distance of 410.39 feet to a point and corner; thence North 10° 06' 19" West traversing Vendor's property a distance of 256.02 feet to a point; thence North 23° 06' 10" West a distance of 83.47 feet to a point on Vendor's North boundary line and corner; thence North 89 06' 07" East along said boundary line a distance of 481.95 feet back to the POINT OF BEGINNING, and containing 3.325 acres.

AND

PARCEL 40-3-A:

Commence at the Southwest corner of the aforementioned Parcel No. 40-3, which is the true POINT OF BEGINNING; from said Point of Beginning proceed South 89° 06' 07'' West along Vendor's South boundary line a distance of 81.05 feet to a point and corner; thence North 10° 06' 19'' West traversing Vendor's property a distance of 112.58 feet to a point; thence North 15° 34' 34'' West a

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CERTIFICATE OF AUTHORITY FOR MY INVESTMENTS LLC OF MS

At a meeting duly held and convened on the Lot Koay of Mou 201, at which a quorum was present and voting; IT WAS RESOLVED THAT:

MIKE DESAI be and he is hereby authorized and empowered for and on behalf of and in the name of this Limited Liability Company to purchase, dation or sell any and all immovable property, situated in the State of Louisiana, for such prices or consideration and on such terms and conditions which he in his sole and uncontrolled discretion shall deem necessary or advisable.

BE IT FURTHER RESOLVED that the above named member is hereby authorized and empowered to accurately describe the land to be purchased, and approve any survey thereof, and to accept title to the land on behalf of the Limited Liability Company. The consideration of sale shall be for cash or credit that the said representatives in his sole and uncontrolled discretion deem necessary or advisable.

BE IT FURTHER RESOLVED that the said representative is hereby authorized and empowered for and on behalf of and in the name of this Limited Liability Company to sell any property standing in the name of the Limited Liability Company for such sums, whether cash or credit, which the said representatives in their sole and uncontrolled discretion shall deem necessary or advisable.

BE IT FURTHER RESOLVED that the said representative is hereby authorized and empowered to appear before any Notary Public and execute any acts of sale conveying with full warranty the LLC's interest in and to any property owned by the LLC, or to enter into any act of correction of any act of sale, mortgage, option, agreement, or any other document on behalf of the LLC.

BE IT FURTHER RESOLVED that the said representative is hereby authorized and empowered for and on behalf of and in the name of this LLC to execute any purchases and sales on such terms, conditions, and agreements as they in their sole and uncontrolled discretion shall deem necessary and proper, to sign all papers, documents, and acts necessary in order to purchase or convey property on behalf of the corporation, to receive and receipt for the proceeds thereof, to make payment of the sales price, and to do any and all other things necessary or proper to carry out said purchases or sales.

BE IT FURTHER RESOLVED that in order to secure said note or notes, to be executed by the representative, said representative is hereby further authorized and empowered to appear before any Notary Public and execute an act of mortgage or act of collateral mortgage in such form and containing such terms and conditions as the corporate representative in his sole and absolute discretion may deem necessary and advisable including, without limitation, a waiver of appraisement, pact de non alienando, confession of judgment, and the usual Louisiana security clauses bearing against said property.

BE IT FURTHER RESOLVED that the representative is hereby further authorized and empowered to execute any and all note or notes, documents, or other instruments in writing and to pledge, pawn, or hypothecate such note or notes or any note or notes secured by mortgage or collateral mortgage to secure any other note or notes executed for and on behalf of this LLC to obtain such loan or loans; to pledge, pawn, and hypothecate, any and all other securities belonging to this LLC as in their sole and absolute discretion they may deem necessary as security for any indebtedness so created by the said representatives in accordance herewith, or any prior existing indebtedness of this LLC.

BE IT FURTHER RESOLVED that the sald representative is further authorized and empowered to execute any and all documents in connection with the business affairs of the sald LLC concerning all movable and immovable property and all documents and other documents in writing including, but not limited to, all affdavits in connection with the business of the LLC, options to purchase or sell property, purchase agreements to purchase or sell property, all bond for deed contracts, counter letters, partition agreements, acts of exchange, dation en palements, servitude agreements, acts of dedication, acts of donation, leases, subordinations, building contracts, releases of any nature, compromises, powers of attorney or mandate, boundary agreements, timber sales, acts of correction, documents imposing restrictive covenants on property, or any other document related to the movable or immovable property owned by the LLC.

I hereby certify that the above and foregoing is a true and correct certificate of authority of the Members, unanimously adopted at a meeting at which a quorum was present and voting, duly held and convened on the 1011 day of 1000, 2011, and that the same has not been heretofore revoked or rescinded.

MY INVESTMENTS LLO OF MG KΕ SAL I YOGESH/PATEL, Member TEL. Member

Page 2 of 8

SPECIAL POWER OF ATTORNEY FROM: GERALDINE JACKSON BROWN TO: JOHN T. BROWN UNITED STATES OF AMERICA STATE OF __FLOADA_____ COUNTY OF __SARASOTA____ CTTY OF __NOKOMIS_____

DATE: 10.31-11

BEFORE ME, a Notity Public, duly commissioned and qualified in and for the above indicated Sume and County/Parish, and in the presence of the undersigned witnesses, personally came and appeared the hereinafter named and undersigned PRINCIPAL, who declared under oath that she is of legal age and his/her manifel status is as bereinafter set forth, and further that he/she does by these presents, make, name, ordain, constitute and appoint the hereinafter named AGENT AND ATTORNEY-IN-FACT (hereinafter referred to as AGENT), of the full age of majority, to be his true and lawful AGENT, hereby giving and granting unto said AGENT full special power and authority, for him/her, and in his name, place and stead, to do and perform all the things and acts specified herein.

PRINCIPAL further authorizes and empowers his said AGENT to do and perform any and every act, matter and thing whatsoever, as shall or may be requisite and necessary in order to effectuate the purposes for which this Power of Attorney is granted, as fully and with like effect as if PRINCIPAL had been personally present and had done any such thing, performed any such act, and/or had signed all and any such document, deed, note, contract, application or other agreement, PRINCIPAL hereby ratifying and confirming any and all things done by her said AGENT and adopting them as her own act and deed.

PRINCIPAL further expressly stipulates that any ambiguities which may arise in the interpretation hereof shall be liberally construed so as to effectuate the purposes hereby and to validate all things done by AGENT. Whenever used herein, the singular number shall include the plural, and the masculine gender shall include all genders.

The purpose for which this Power of Attorney is granted is:

X APPLICABLE NOT APPLICABLE

TO DIRECT, INSTRUCT, AUTHORIZE AND FERMIT AGENT to sell and deliver the hereinafter described real ertate, and/or all of PERNCIPAL 'S right, title and interest therein, with warranty of title and with subrogation of all actions of warranty, unto any person, firm or corporation or association, for such price and on such terms and conditions as AGENT may deem proper, to pay and discharge any and all charges, expenses and ecoumbrances in connection therewith, and to receive and receipt for the selling price.

APPLICABLE X NOT APPLICABLE

TO DIRECT, INSTRUCT, AUTHORIZE AND PERMIT AGENT to purchase the hereinatter described real estate for the price and sum of \$______in cash and \$______to be evidenced by PRINCIPAL'S promissory note and secured by vendor's lien and/or mortgage on such real estate.

APPLICABLE X NOT APPLICABLE

PRINCIPAL does hereby expressly authorize AGENT:

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(a) To make, execute and deliver in PKINCIPAL'S name a promissory note in the amount of the credit portion of the purchase price or the amount of the loan, said note to be payable at such maturity and at such rate of interest and on such terms and conditions as AGENT shall deem proper. AGENT may increase or decrease the amount of the note, not to exceed ten (10%) per cert.

(b) To execute the necessary sale and resale or act of mortgage to create a vendor's lien in favor of any building and loan association and/or to execute any act of sale and/or mortgage, conventional mortgage, or any form of mortgage required to obtain mortgage loan insurance or loan guarantees from the Veterans Administration or Federal Housing Administration, on such form and consider the lender shall require, the said instrument to contain all usual Louisians accountly clauses, including by way of example, but not limited to, confession of judgment, waiver of appraisement, waiver of homestead exemption from scinare and pact do non allenando.

NAME, RESIDENCE AND MARITAL STATUS OF PRINCIPAL:

GERALDINE JACKSON BROWN, a person of the full age of majority and a resident of the County of Sarasota, State of Piorida, who declared, under oath, unto me, Notary, that he has been married but once and then to John T. Brown with whom she is currently living and residing. Malling address is 333 Suprise Drive, Natomis, FL 34275

NAME AND RESIDENCE OF AGENT:

John T. Brown Malling address is 333 Sunrise Drive, Nakomia, FL 34275

DESCRIPTION OF REAL ESTATE FORMING THE SUBJECT OF THIS POWER OF ATTORNEY:

ALL THAT CERTAIN PIECE OR PORTION OF GROUND, situated in and being part of tract U-3 of the CARRIERE SUBDIVISION, lying east of the Bayou Liberty and being part of Section 37, TES, R14E, 9th Ward, SL Tammany Parish, Louisians, and costaining 17.9 acres and being more fully described as follows, to-wit:

From the one-sixteenth corner common to Sections 30 and 31 of said T8S, R14E, go West 40 fost to the NE corner of Tract U-1 of said Carriere Subdivision as surveyed by Gilbert & Kelly in 1927, said point boing on the west right of way line of a public road; thence go along said public read being South 660 feet to the Point of Beginning; thence coatinue along said public read being South 660 feet to the SE corner of said Tract U-3; thence go along the line dividing U-3 and U-4 being west 2185.4 feet to the cast bank of Bayon Liberty Drainage Canal W-12; thence go along said Bayon Liberty Drainage Canal in a northwesterty direction 470 feet unstream to the intersection of the Hae dividing U-2 and U-3; thence go along said line being East 2363 feet to the Point of Beginning.

LESS & EXCEPT

PARCEL NO. 40-3:

Commence at the point of intersection of the proposed centerline of State Rowie LA I-12 with the centerline of Rifle Range Road and proceed North 65° 35' 08" West along the said proposed center line of State Ravie LA I-12 a distance of 27.05 feet to a point on the existing west right of way line of said Rifle Range Road and corner; thence South 01° 03' 47" Eart along said right of way line a distance of 186.37 feet to the Northeast corner of Vendor's property and the true FOINT OF BEGINNING; from said Point of Beginning continue South 01° 03' 47" East along said right of way line a distance of 186.57 feet to the Northeast corner of Vendor's property and the true FOINT OF BEGINNING; from said Point of Beginning continue South 01° 03' 47" East along said right of way line a distance of 330.0 feet to the Southeast corner of Vendor's property and corner; thence South 85° 06' 07" West along Vendor's newth beundary line a distance of 410.39 feet to a point and corner; thence North 10° 66' 19" West travaring Vendor's property of distance of 25.603 feet to a point; thence North 10° 66' 10" West a distance of 83.47 feet to a point on Vender's North boundary line and corner; thence North 85 06' 07" East along said boundary line a distance of 481.95 feet back to the POINT OF BEGINNING, and contailuing 3.325 acres.

AND

PARCEL 40-3-A:

Commence at the Southwest corner of the aforementioned Parcel No. 40-3, which is the true POINT OF BEGINNING; from said Point of Beginning proceed South 83° 06' 07" West along Vendor's South boundary line a distance of 81.05 feet to a point and certier; thence North 10° 06' 19" West traversing Vendor's property a distance of 112.55 feet to a point; thence North 15° 34' 34" West a distance of 166.20 feet to a point; thence North 39° 02' 48" Page 4 of 8

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West a distance of 73.87 foot to a point on Vendor's North boundary line and corner; thence North 89° 66' 07" East along said boundary line a distance of 114.30 foot to a point and corner; thence South 23° 66' 10" East traversing Vendor's property a distance of 83.47 foot to a point; thence South 10° 06' 19" East a distance of 256.02 foot to the Point of Beginning, and containing 0.664 of an acre.

Said Pareel Nos. 46-3 and 40-3-A are in accordance with the survey map for the Cevisgion-Stidell Intervisio Highway, Sinto Project No. 454-04-65, Federal Aid Project No. 1-12-1(20)62, Rente 1-12, 52. Tammany Parish, Louisiana, prepared by Baraard adu Burk and Howard, Needles, Tammen and Bergendoff, Joint Venture, Consulting Engineers, dated March 12, 1965, revised to July 26, 1965, said map being on file in the Office of the Department of Highways in the City of Baten Rouge, Louisiana.

Said remaining tract of land being 13.9 acres, more or less.

FOR INFORMATIONAL PURPOSES ONLY:

There are no improvements on the subject property.

Bolag a part of the property acquired by John T. Brewa, et ux by act dated 11/2/62, recorded 11/5/62, under Instrument Number 188227 of the records of the Clerk of Court for St. Tammaay Parish, Louisiana.

THUS DONE AND PASSED, at the City and State aforesaid on the date set forth, in the presence of the undersigned compotent witnesses, who have hereunto signed their names with the said PRINCIPAL, and me, Notary, after due reading of the whole

WITNESSE Jackson <u>PRINCIPAL: GERALDINE JAC</u> 10.31-11 NICHOLKS M. PEARER MY COMMISSION # EE046937 JANETTE R CLARKSON (Seal) MY COMMISSION EXPIRES: 12-6-14 MARKA BEGEE Joweth Relat

CAUTIONI NOTARY CANNOT SIGN AS A FITNESS. THIS DOCUMENT MUST BAVE 2 WITNESS SIGNATURES. WITNESSES MUST PRINT THEIR NAMES LEGIBLY NEXT TO, OR BELOW THEIR SIGNATURE.

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distance of 166.20 feet to a point; thence North 39° 02' 48" West a distance of 73.87 feet to a point on Vendor's North boundary line and corner; thence North 89° 06' 07" East along said boundary line a distance of 114.30 feet to a point and corner; thence South 23° 06' 10" East along said boundary line a distance of 114.30 feet to a point and corner; thence South 23° 06' 10" East traversing Vendor's property a distance of 83.47 feet to a point; thence South 10° 06' 19" East a distance of 256.02 feet to the Point of Beginning, and containing 0.664 of an acre.

Said Parcel Nos. 40-3 and 40-3-A are in accordance with the survey map for the Covington-Slidell Interstate Highway, State Project No. 454-04-05, Federal Ald Project No. I-12-1(20)62, Route I-12, St. Tammany Parish, Louisiana, prepared by Barnard adn Burk and Howard, Needles, Tammen and Bergendoff, Joint Venture, Consulting Engineers, dated March 12, 1965, revised to July 26, 1965, map being on file in the Office of the Department of Highways in the City of Baton Rouge, said Louisiana.

Said remaining tract of land being 13.9 acres, more or less. All in accordance with survey BFM Corporation, LLC, Professional Land Surveyor, dated September 12, 2006, a copy of which is attached hereto and made apart hereof.

FOR INFORMATIONAL PURPOSES ONLY: There are no improvements on the subject property.

Being a part of the property acquired by John T. Brown, et ux by act dated 11/2/62, recorded 11/5/62, under Instrument Number 188227 of the records of the Clerk of Court for St. Tammany Parish, Louisiana.

THIS SALE IS SUBJECT TO THE FOLLOWING:

- Any encroachments, overlaps, easements, rights of way, servitudes and all matters which might appear on a current survey of the property.
 Any restrictions, covenants, easements, rights of way, servitudes, setback lines recorded in the official records of the Parish of St. Tammany and restrictions recorded on plan of subdivision.
- Servitude in favor of Central Louisiana Electric Company, Inc. dated April 25, 1968 and filed at Instrument Number 252752. 3.
- Confirmation, Ratification and Grant of Scrvitude Rights in favor of Koch Gateway Pipeline Company filed at Instrument Number 1134397. 4. 5.
- Right of Way Grant in favor of Koch Gateway Pipeline Company dated October 2, 1998 and filed at Instrument Number 1140032. 6.
- Amended and Restated Right of Way Agreement filed at Instrument Number 1710804 bya and betwen John T. Brown and Geraldine Jackson Brown and Gulf South Pipeline Company, LP. Right of Way in favor of United Gas Public Service Company dated August 20, 1931 and
- filed at COB 117, folio 497. 8.
- Gas and Mineral Lease dated July 25, 1978 and filed at Instrument Number 400188 by OII, and between John T. Brown, et ux and Herbert G. Schiff.

NOTE: Purchasers or Purchaser's representatives have been offered or provided, prior to the execution of this act of sale and transfer, the opportunity to fully inspect and examine any and all buildings and all things contained therein which comprise the premises being sold and transferred. The Purchasers know and are satisfied with the physical condition of the premises in all respects, including but not limited to the structural condition of the building(s), the condition of all things contained in said building(s), and any past or present visible or hidden wood destroying insect or organism infestation and resultant damage there from, and that same is acceptable to Purchasers "AS IS" and Purchasers affirm and agree that no representation, statements or warranties have at any time been made by Seller, or Seller's Agents, as to the physical condition or state of repair of the premises in any respect and that the purchase price takes into consideration the condition of the premises.

Seller and Purchaser hereby acknowledges and recognizes that this sate is in "AS IS" condition, and accordingly, hereby relieves and releases seller and all previous owners thereof from any and all claims for any vices or defects in said property, whether obvious or latent, known or unknown, easily discoverable or hidden, and particularly for any claim or cause of action for redhibition pursuant to Louisiana Civil Code of Articles 2520, et seq., or for diminution of purchase price pursuant to Louislana Civil Code Articles 2541, et seq. Purchaser acknowledges he understands that Louisiana redhibition law enables him to hold seller responsible for any obvious or hidden defects in the property existing on the act of sale date, and that he is waiving that right.

Initial:

Mortgage and Conveyance Certificates are waived by the parties hereto, who hereby exonerate me, Notary, any and all liability on account of the non-production of same.



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All taxes assessed against the property herein conveyed have been paid as per the parish tax records. Taxes for the year 2011 have not been pro-rated and will be paid by the Seller when due.

All agreements and stipulations herein, and all of the obligations herein assumed shall inure to the benefit of the Buyer and be binding upon their heirs, successors and assigns of the respective parties and the BUYER, his heirs, and assigns shall have and hold the described property in full ownership forever.

DONE AND PASSED by the parties on the hereinabove stated date and in the presence of me, Notary, and the undersigned competent witnesses who have signed in the presence of the parties and me, Notary.

WITNESSES:

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BRINSON

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AND BRINSON

JOIN T. BROWN, Atty In Fact

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PATRIOT TITLE, LLC 245 PONTCHARTRAIN DRIVE SLIDELL, LOUISIANA 70458 FILE NO. 110256

RAYMONO BRINSON NOTARY PUBLIC STATE OF LOUISIANA MY COMMISSION IS ISSUED FOR LIFE Page 8 of 8