

From: [Alex Weiner](#)
To: [Ross P. Liner](#); [Ashleigh R. Mayfield](#)
Cc: [Cara Bartholomew](#)
Subject: City of Mandeville De-Annexation - Emerald Corner LLC
Date: Tuesday, August 13, 2024 11:08:18 AM
Attachments: [image001.png](#)
[Emerald Corner De-Annexation Request.pdf](#)
[Ordinance 24-17.pdf](#)

WARNING!! St. Tammany Parish Government THIS EMAIL IS FROM AN EXTERNAL SENDER! Do you trust this email? If you are unsure DO NOT click any links and NEVER input your username and password!!

Ross and Ashleigh,

Attached is the de-annexation request for a parcel of ground owned by Emerald Corner LLC, along with the signed ordinance from the city council. Let me know if you have any questions or need anything else.

Thanks,

Alex Weiner, CFM
Planning Secretary
Department of Planning & Development
City of Mandeville
3101 E. Causeway Approach
Mandeville, LA 70448
(985) 624-3132



March 19, 2024

VIA EMAIL AND HAND DELIVERY

City of Mandeville
Attn: Ms. Cara Bartholomew
Planning and Development Director
3101 East Causeway Approach
Mandeville, LA 70448

**Re: De-Annexation of .18 Acres from the City of Mandeville, as described
on attached Legal and Survey**

Dear Cara:

In accordance with your recent discussions with Mr. Paul Mayronne regarding the above-referenced property, please allow this letter to serve as our request to de-annex the subject property from the corporate limits of the City of Mandeville. In accordance therewith, I am attaching hereto a survey and legal description of the subject property. In addition, please be advised that there are no resident property owners or registered voters residing on the property, and the property is vacant. In addition, I am attaching hereto a recorded Cash Sale where Emerald Corner, LLC acquired the subject property. As evidenced by the sale instrument, Emerald Corner, LLC is the sole owner of the subject property.

Thank you for processing our request. If there should be any fees associated with this request, please so advise and we will have a check issued to your office. Should you need anything further from us, please do not hesitate to contact us.

Sincerely,

Emerald Corner, LLC

By: 
B. Clark Heebe, Manager

By: 
Brett S. Davis, Manager

cc: Mr. Rick Flick
Mr. Paul J. Mayronne

LEGAL DESCRIPTION: AREA TO BE DE-ANNEXED

One (1) certain tract or parcel of ground designated as "Area to be De-Annexed", containing 0.182 Ac. (7,913 Sq. Ft.), together with all improvements thereon, located in Section 34, T-7-S, R-11-E, Greensburg Land District, St. Tammany Parish, Louisiana, and more particularly described as follows:

Commence at a point and corner at the intersection of the southerly right-of-way of LaSalle Street with the easterly right-of-way of N. Causeway Boulevard; thence, along the southerly right-of-way of LaSalle Street, N 88°30'21" E a distance of 255.08 feet to a point and corner, said point also being the Point of Beginning;

Thence, along the southerly right-of-way of LaSalle Street, N 88°31'32" E a distance of 69.27 feet to a point and corner; thence, departing said right-of-way, S 01°28'20" E a distance of 192.99 feet to a point and corner; thence, S 88°39'35" W a distance of 12.74 feet to a point and corner; thence, N 17°48'04" W a distance of 201.07 feet to the Point of Beginning.

CASH SALE

UNITED STATES OF AMERICA

BY: VIOLA PROPERTIES, L.L.C.

STATE OF LOUISIANA

TO: EMERALD CORNER, LLC

PARISH OF ST. TAMMANY

BE IT KNOWN, that on this 23rd day of October, 2019, before me, the undersigned authority, a Notary Public, duly commissioned and qualified, in and for the State and Parish aforesaid, therein residing, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

VIOLA PROPERTIES, L.L.C. (TIN: **-*7619)**, a Louisiana limited liability company, appearing herein through Kim Baye Viola, its duly authorized Manager, pursuant to the Unanimous Written Consent of the Sole Member and Manager, which is attached hereto and made a part hereof; its mailing address being 100 Blackburn Drive, Covington, Louisiana 70433.

hereinafter designated as "vendor" who declared that for the consideration and upon the terms and conditions hereinafter expressed, said vendor has bargained and sold, and does by these presents grant, bargain, sell, assign, transfer, deliver, and abandon and set over unto Purchaser without any warranty, even as to title, but with full substitution and subrogation to all rights and actions of warranty against all preceding owners and vendors, unto

EMERALD CORNER, LLC (TIN: **-*5629)**, a Louisiana limited liability company, represented herein by B. Clark Heebe and Brett S. Davis, its duly authorized Members/Managers, pursuant to the Certificate of Authority which is attached hereto and made a part hereof; its mailing address being 110 Moores Road, Mandeville, Louisiana 70471

hereinafter designated as "purchaser", here present, accepting and purchasing and acknowledging delivery and possession of the following described property, to-wit:

PARCEL 1

ONE CERTAIN TRACT OF LAND, together with all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, being a portion of Parcel 1, designated as Tract 1-A-1, within Pontchartrain Square Shopping Center, City of Mandeville, situated in Section 34, Township 7 South, Range 11 East, St. Tammany Parish, Louisiana, and more fully described as follows:

From the section corner common to Sections 33 and 38, Township 7 South, Range 11 East, run South 22 degrees 16 minutes West a distance of 143.8 feet to a point; thence South 68 degrees 56 minutes East a distance of 1618.0 feet to a point; thence South 69 degrees 48 minutes East a distance of 1200.0 feet to a point; thence North 14 degrees 06 minutes East a distance of 188.25 feet to a point; thence Southeasterly along the North right of way line of State Project 13-11-10 (New Highway 22 and U. S. 190), measured along the arc of a curve to the left having a radius of 115.0 feet a distance of 150.75 feet to a point; thence South 72 degrees 23 minutes 38 seconds East along said right of way line a distance of 337.86 feet to the Point of Beginning of Tract 1-A-1.

Thence continue South 72 degrees 23 minutes 38 seconds East along said right of way line a distance of 77.20 feet to a point; thence South 30 degrees 43 minutes

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38 seconds East along said right of way line a distance of 82.50 feet to a point; thence South 68 degrees 45 minutes 30 seconds East along said right of way line a distance of 121.60 feet (121.16 feet title) to a point; thence leaving said right of way line, run North 12 degrees 04 minutes 00 seconds East a distance of 235.00 feet to a point; thence South 68 degrees 45 minutes 30 seconds East a distance of 200.00 feet to a point;

Thence South 12 degrees 04 minutes 00 seconds West a distance of 49.91 feet to a point; thence North 72 degrees 04 minutes 00 seconds East a distance of 56.50 feet to a point; thence North 01 degrees 32 minutes 34 seconds West a distance of 235.90 feet to a point; thence South 88 degrees 27 minutes 26 seconds West a distance of 55.65 feet to the Southeast corner of Building "D" (as designated hereon); thence North 01 degrees 28 minutes 46 seconds West along the east line of Building "D" a distance of 214.00 feet to a point; thence leaving said line of Building "D" run North 88 degrees 31 minutes 14 seconds East a distance of 17.97 feet to a point; thence North 01 degree 28 minutes 46 seconds West a distance of 62.00 feet to a point on the South right of way line of LaSalle Street; thence South 88 degrees 31 minutes 32 seconds West along said right of way line of LaSalle Street a distance of 542.22 feet to a point; thence leaving said right of way line of LaSalle Street, run South 17 degrees 48 minutes 04 seconds East a distance of 258.90 feet to a point; thence South 01 degrees 28 minutes 07 seconds East a distance of 237.92 feet (237.53 feet title) to the Point of Beginning of Tract 1-A-1, containing 253,248.25 square feet. All as more fully shown on survey by Fontcuberta Surveys, Inc. dated August 20, 1993, as further set forth on the survey by J. V. Burkes & Associates, Inc., dated September 12, 2019, which is attached hereto and made a part hereof.

PARCEL 2

ONE CERTAIN TRACT OF LAND, together with all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, designated as Parcel 2-B within Pontchartrain Square Shopping Center, City of Mandeville, situated in Section 34, Township 7 South, Range 11 East, St. Tammany Parish, Louisiana and more fully described as follows:

From the section corner common to Sections 33 and 38, Township 7 South, Range 11 East, run South 22 degrees 16 minutes West a distance of 143.8 feet; thence South 68 degrees 56 minutes East a distance of 1618.0 feet to a point; thence South 69 degrees 48 minutes East a distance of 1200.00 feet to a point; thence North 14 degrees 06 minutes East a distance of 188.25 feet to a point; thence Southeasterly along the North right of way line of State Project 13-11-10 (New Highway 22 and U. S. 190) measured along the arc of a curve to the left having a radius of 115.0 feet a distance of 150.75 feet to a point; thence South 72 degrees 23 minutes 38 seconds East along said right of way line a distance of 415.06 feet to a point; thence South 30 degrees 43 minutes 38 seconds East a distance of 82.50 feet to a point; thence South 68 degrees 45 minutes 30 seconds East a distance of 121.60 feet to the Point of Beginning.

Thence leaving said right of way line run North 12 degrees 04 minutes 00 seconds East a distance of 235.00 feet to a point; thence South 68 degrees 45 minutes 30 seconds East a distance of 200.00 feet to a point; thence South 12 degrees 04 minutes 00 seconds West a distance of 49.91 feet to a point; thence South 89 degrees 21 minutes 13 seconds West a distance of 148.11 feet to a point; thence South 21 degrees 15 minutes 29 seconds West a distance of 127.50 feet to a point on the aforesaid right of way line; thence continue along said right of way line North 68 degrees 45 minutes 30 seconds West a distance of 33.0 feet to a point of beginning of Parcel 2-B, containing 23,379.91 square feet. All as more fully

shown on survey by Fontcuberta Surveys, Inc. dated August 10, 1993; as further set forth on the survey by J. V. Burkes & Associates, Inc., dated September 12, 2019, which is attached hereto and made a part hereof.

Purchaser acknowledges that Seller makes no warranties, covenants, guarantees or representations whatsoever, express or implied, as to the condition of the Property. Purchaser expressly waives the warranty of fitness and the warranty against redhibitory vices and defects, whether apparent or latent, imposed by Louisiana Civil Code Articles 2520 through 2548. Purchaser further declares and acknowledges that Purchaser does hereby waive the warranty of fitness for intended purposes or guarantee against hidden or latent redhibitory vices under Louisiana law, and that warranty imposed by Louisiana Civil Code Articles 2475, 2520 through 2548, and any other applicable state or federal law and the jurisprudence thereunder. As a material and integral consideration for the execution of this act of sale by Seller, Purchaser waives and releases Seller from any and all warranties (even as to title), claims and or causes of action which Purchaser may have or hereafter may be otherwise entitled to, based on vices or defects in the Property herein sold, including all improvements located thereon, whether in the nature of redhibition, reduction of the purchase price, concealment, and/or any other theory of law, including but not limited to any rights under Louisiana Civil Code Articles 2475, 2520 through 2548 and any other applicable state or federal law and the jurisprudence thereunder. Purchaser further assumes the risk as to all vice and defects in the Property, including all buildings, improvements, other constructions or component parts of the Property located thereon and all movable property, equipment, fixtures, appliances or other goods located on the Property, whether those vices or defects are latent and/or not discoverable upon simple inspection, and including those vices or defects, knowledge of which would deter Purchaser from making this purchase. Purchaser further acknowledges that the Property is fit for Purchaser's intended use and particular purpose and that the zoning of the property is suitable for Purchaser's use and purpose.

Purchaser further acknowledges that Purchaser (a) had ample opportunity to fully inspect the Property, (b) has inspected the Property to the extent Purchaser desired, (c) desires to purchase the Property in its present condition, (d) agrees to purchase the Property subject to any physical encroachments on the Property or any physical encroachments by improvements located on the Property onto adjacent property.

Without limiting the generality of the foregoing and as further consideration for this sale, Purchaser, its assigns and transferees hereby accepts the Property AS IS WHERE IS, in its existing environmental condition and waives, discharges, and releases Seller, its affiliates, predecessors, successors, assigns, partners, officers, employees, directors, agents, members, managers and insurers from any and all claims and/or causes of action which Purchaser or its assigns or transferees may have or hereafter be otherwise entitled to, whether affecting person and/or property, for (i) any environmental liabilities arising from the Property, including any claims, demands, causes of actions (both public and private), judgments, attorneys' fees, costs, expenses, penalties and fines, imposed or assessed under any federal, state or local environmental law, rule, regulation, or ordinance involving the environment including, but without limitation Article 2315.3 of the Louisiana Civil Code, Statewide Order 29-B by Office of Conservation, Department of Natural Resources, State of Louisiana, La. R.S. 30:29, the Louisiana Abandoned Oilfield Waste Site Law (La. R.S. 30:71, et seq.), as amended, the Louisiana Oilfield Site Restoration Law (La. R.S. 30:80, et seq.), the Louisiana Environmental Quality Act (La. R.S. 30:200 1, et seq.), as amended, the Comprehensive Environmental Response, Compensation and Liability Act, (42 U.S.C. §9601, et seq.), as amended, the Solid Waste Disposal Act (42 U.S.C. §6901, et seq.), the Superfund Amendments and Reauthorization Act of 1986, and the Toxic Substance Control Act (15 U.S.C. §2601, et seq.), as amended, the Rivers and Harbors Act (33 U.S.C. §401, et seq.), as amended, the Oil Pollution Act (33 U.S.C. §2701, et seq.), as amended, the Atomic Energy Act (23 U.S.C. §2014, et seq.), as amended, and the Safe Drinking Water Act (42 U.S.C. §300f, et seq.), as amended, and any federal, state or local rules, regulations and ordinances adopted thereunder (collectively, the "Environmental Laws"), and/or (ii) the existence of any Hazardous Materials in, on, under or from the Property. "Hazardous Materials" includes mold, mildew, and other fungi (including but not limited to aspergillus/penicillium, bipolaris/derschlera, and stachybotrys), lead paint, asbestos, petroleum products, naturally occurring radioactive materials, and/or any materials defined as "hazardous pollutants", "toxic pollutants", "pollutants", "hazardous substances", "toxic substances", "hazardous waste", "hazardous constituents" or "solid waste" or language of similar import

under, or is otherwise regulated by, any Environmental Laws as well as any other substance or substances the presence of which requires investigation, removal, remediation or restoration.

Buyer Initials: 

TO HAVE AND TO HOLD the said property unto the said purchaser forever.

This present sale and conveyance is made and accepted for and in consideration of the sum and price of SIX MILLION TWO HUNDRED FIFTY THOUSAND and NO/100 (\$6,250,000.00) DOLLARS and other good and valuable consideration, the receipt and sufficiency of which is hereby duly acknowledged by the vendor, and full discharge and acquittance granted therefore.

Whenever the word "vendor" is used in this act, it shall be construed to include "vendors", and whenever the word "purchaser" is used it shall be construed to include "purchasers".

All the agreements and stipulations herein contained, and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties hereto.

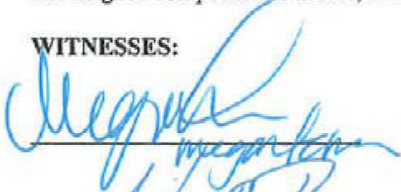
The certificates of mortgage and conveyance as required by Article 3364 of the revised Civil Code of Louisiana are waived.

All state and parish taxes assessed against the property herein conveyed up to and including 2018 are paid. Taxes for the year 2019 shall be prorated and paid by Purchaser.

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[Signatures on Following Page]*

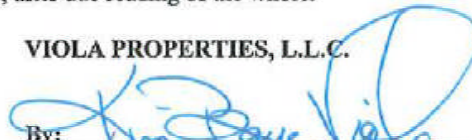
THUS DONE AND PASSED in Covington, Louisiana, in the presence of the undersigned competent witnesses, and me, Notary, after due reading of the whole.

WITNESSES:



Steven R. Reibig

VIOLA PROPERTIES, L.L.C.


By: 

KIM BAYE VIOLA, Manager

EMERALD CORNER, LLC

By: 

B. CLARK HEEBE, Manager

By: 

BRETT S. DAVIS, Manager



PAUL J. MAYRONNE, NOTARY PUBLIC
LOUISIANA BAR ROLL NO. 25788

Title Ins. Producer:	Jones Fussell, L.L.P.
Address:	P.O. Box 1810 Covington, LA 70434-1810
Producer License #:	223248
Title Ins. Underwriter:	Chicago Title Insurance Company
Title Opinion By:	Paul J. Mayronne
LA Bar Roll #:	25788

**CERTIFICATE OF AUTHORITY FOR
EMERALD CORNER, LLC**

THE UNDERSIGNED, B. Clark Heebe and Brett S. Davis, Managers and certifying officials of Emerald Corner, LLC (hereinafter the "Company"), pursuant to the Articles of Organization on file with the Louisiana Secretary of State, hereby certify that B. Clark Heebe and Brett S. Davis (hereinafter the "duly authorized Managers") are, and have been, duly authorized by the Company and its Members to act on behalf of the Company in the following respects:

I. To execute any and all documents necessary for the purchase of that certain immovable property bearing Municipal No. 3555 Highway 190, Mandeville, LA 70471 (hereinafter the "Property"), by the Company for the sum of SIX MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100 (\$6,250,000.00) Dollars, upon such other terms and conditions and containing such clauses as the duly authorized Managers shall deem appropriate in their sole and absolute discretion including, without limitation, an act of sale and HUD-1 Settlement Statement;

II. To mortgage, encumber, and hypothecate in favor of Home Bank, N.A. or other lending institution the Property and to execute any and all documents upon such terms and conditions as the duly authorized Managers shall deem appropriate in their sole and absolute discretion in order to effectuate the foregoing, which documents include, but are not limited to a promissory note, loan agreements, development agreements, collateral mortgages, multiple indebtedness mortgages, or other mortgage instrument, Assignments of Rents and Leases, UCC-1 Financing Statement, all containing such terms and conditions as the duly authorized Managers shall deem appropriate in their sole and absolute discretion, including *pact non alienado*, and/or with a confession of judgment, and all other documents required and/or necessary in the discretion of the duly authorized Managers; and

III. To take any and all other action and execute any and all other documents necessary to effectuate the foregoing purchase and mortgage of the aforementioned Property.

THUS DONE in Covington, Louisiana, this 23rd day of October, 2019.

B. CLARK HEEBE,
Manager and Certifying Official

BRETT S. DAVIS
Manager and Certifying Official

**UNANIMOUS WRITTEN CONSENT OF SOLE MEMBER AND MANAGER OF
VIOLA PROPERTIES, L.L.C.**

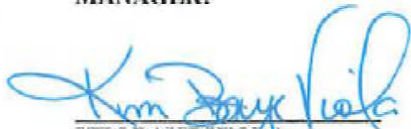
The undersigned, constituting all of the members, managers, and certifying officials under La. R.S. 12:1317 of VIOLA PROPERTIES, L.L.C., a Louisiana limited liability company (the "Company"), do hereby agree and certify as follows:

1. That the undersigned are sole members and managers of the Company, and the undersigned hereby authorize, direct and empower Kim Baye Viola (the "Manager"), on behalf of the Company, to sell, convey, and transfer to Emerald Corner, LLC, a Louisiana limited liability company, all of the Company's right, title and interest in those certain tracts or parcels of land, together with all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging, or in anywise appertaining, located in the Parish of St. Tammany, State of Louisiana, more particularly described on Exhibit "A" attached hereto (collectively, the "Property"), for the price of SIX MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100 (\$6,250,000.00) DOLLARS or such other price and on such terms and conditions as the Manager may deem proper, to pay and discharge any and all charges, expenses and encumbrances in connection therewith, to receipt for the purchase price, and to execute any and all documents associated with said sale and delivery of the Property;
2. That the Manager is hereby authorized, empowered and directed to take all actions and to execute and deliver all documents that in the sole discretion of the Manager appears necessary, advisable or appropriate in order to give effect to the actions authorized above, including but not limited to an Act of Cash Sale, and that all such documents shall be the enforceable and binding act and obligation of the Company, without the necessity of the signature or attestation of any other manager, member, officer or agent of the Company;
3. That the Manager is hereby authorized, empowered and directed to execute and deliver the above described documents with such changes, modifications, additions and deletions as she may in her sole and uncontrolled discretion approve, which changes, modifications, additions and deletions she is hereby authorized to make, her signature on any document constituting conclusive evidence of her and the Company's approval thereof so that any such document shall be valid and binding on the parties thereto;
4. That any person dealing with the Company may rely upon a certificate executed by one or more managers of the Company to establish the membership of any manager or member, the authenticity of any records of the Company, or the authority of any person to act on behalf of the Company, including but not limited to the authority to take the actions referred to in La. R.S. 12:1318 (B).

This Unanimous Consent may be executed in two or more counterparts, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof; each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument. Digital or PDF signatures shall have the same force and effect as originals.

IN WITNESS WHEREOF, the undersigned Member and Manager of VIOLA PROPERTIES, L.L.C. have executed this Unanimous Written Consent to be effective as of the 23rd day of October, 2019.

MANAGER:


KIM BAYE VIOLA

MEMBERS:

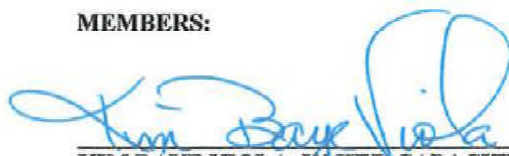

KIM BAYE VIOLA, IN HER CAPACITY AS
INDEPENDENT TESTAMENTARY
EXECUTRIX OF THE SUCCESSION OF
FRANK VIOLA II, No. 2019-30373, 22nd
JUDICIAL DISTRICT COURT FOR THE
PARISH OF ST. TAMMANY, STATE OF
LOUISIANA

Exhibit A

Legal Description

PARCEL 1

ONE CERTAIN TRACT OF LAND, together with all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, being a portion of Parcel 1, designated as **Tract 1-A-1**, within **Pontchartrain Square Shopping Center, City of Mandeville**, situated in Section 34, Township 7 South, Range 11 East, St. Tammany Parish, Louisiana, and more fully described as follows:

From the section corner common to Sections 33 and 38, Township 7 South, Range 11 East, run South 22 degrees 16 minutes West a distance of 143.8 feet to a point; thence South 68 degrees 56 minutes East a distance of 1618.0 feet to a point; thence South 69 degrees 48 minutes East a distance of 1200.0 feet to a point; thence North 14 degrees 06 minutes East a distance of 188.25 feet to a point; thence Southeasterly along the North right of way line of State Project 13-11-10 (New Highway 22 and U. S. 190), measured along the arc of a curve to the left having a radius of 115.0 feet a distance of 150.75 feet to a point; thence South 72 degrees 23 minutes 38 seconds East along said right of way line a distance of 337.86 feet to the Point of Beginning of Tract 1-A-1.

Thence continue South 72 degrees 23 minutes 38 seconds East along said right of way line a distance of 77.20 feet to a point; thence South 30 degrees 43 minutes 38 seconds East along said right of way line a distance of 82.50 feet to a point; thence South 68 degrees 45 minutes 30 seconds East along said right of way line a distance of 121.60 feet (121.16 feet title) to a point; thence leaving said right of way line, run North 12 degrees 04 minutes 00 seconds East a distance of 235.00 feet to a point; thence South 68 degrees 45 minutes 30 seconds East a distance of 200.00 feet to a point;

Thence South 12 degrees 04 minutes 00 seconds West a distance of 49.91 feet to a point; thence North 72 degrees 04 minutes 00 seconds East a distance of 56.50 feet to a point; thence North 01 degrees 32 minutes 34 seconds West a distance of 235.90 feet to a point; thence South 88 degrees 27 minutes 26 seconds West a distance of 55.65 feet to the Southeast corner of Building "D" (as designated hereon); thence North 01 degrees 28 minutes 46 seconds West along the east line of Building "D" a distance of 214.00 feet to a point; thence leaving said line of Building "D" run North 88 degrees 31 minutes 14 seconds East a distance of 17.97 feet to a point; thence North 01 degree 28 minutes 46 seconds West a distance of 62.00 feet to a point on the South right of way line of LaSalle Street; thence South 88 degrees 31 minutes 32 seconds West along said right of way line of LaSalle Street a distance of 542.22 feet to a point; thence leaving said right of way line of LaSalle Street, run South 17 degrees 48 minutes 04 seconds East a

distance of 258.90 feet to a point; thence South 01 degrees 28 minutes 07 seconds East a distance of 237.92 feet (237.53 feet title) to the Point of Beginning of Tract 1-A-1, containing 253,248.25 square feet. All as more fully shown on survey by Fontcuberta Surveys, Inc. dated August 20, 1993, as further set forth on the survey by J. V. Burkes & Associates, Inc., dated September 12, 2019, which is attached hereto and made a part hereof.

PARCEL 2

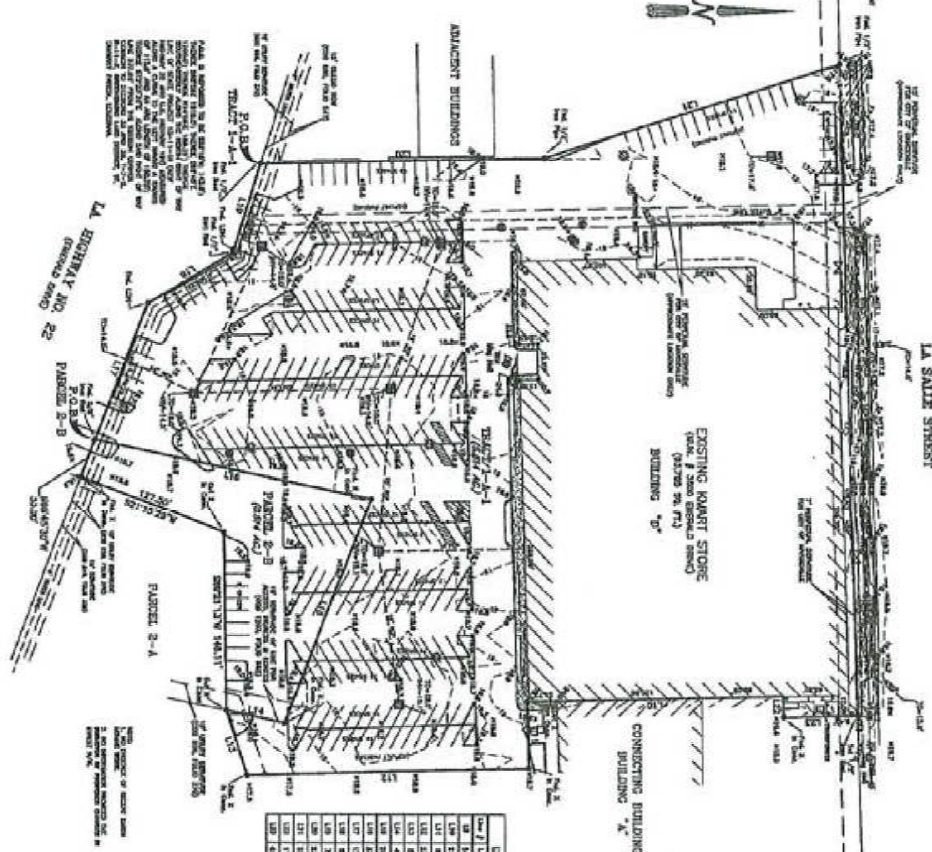
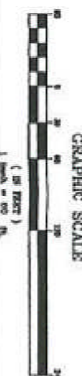
ONE CERTAIN TRACT OF LAND, together with all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, designated as **Parcel 2-B** within **Pontchartrain Square Shopping Center, City of Mandeville**, situated in Section 34, Township 7 South, Range 11 East, St. Tammany Parish, Louisiana and more fully described as follows:

From the section corner common to Sections 33 and 38, Township 7 South, Range 11 East, run South 22 degrees 16 minutes West a distance of 143.8 feet; thence South 68 degrees 56 minutes East a distance of 1618.0 feet to a point; thence South 69 degrees 48 minutes East a distance of 1200.00 feet to a point; thence North 14 degrees 06 minutes East a distance of 188.25 feet to a point; thence Southeasterly along the North right of way line of State Project 13-11-10 (New Highway 22 and U. S. 190) measured along the arc of a curve to the left having a radius of 115.0 feet a distance of 150.75 feet to a point; thence South 72 degrees 23 minutes 38 seconds East along said right of way line a distance of 415.06 feet to a point; thence South 30 degrees 43 minutes 38 seconds East a distance of 82.50 feet to a point; thence South 68 degrees 45 minutes 30 seconds East a distance of 121.60 feet to the Point of Beginning.

Thence leaving said right of way line run North 12 degrees 04 minutes 00 seconds East a distance of 235.00 feet to a point; thence South 68 degrees 45 minutes 30 seconds East a distance of 200.00 feet to a point; thence South 12 degrees 04 minutes 00 seconds West a distance of 49.91 feet to a point; thence South 89 degrees 21 minutes 13 seconds West a distance of 148.11 feet to a point; thence South 21 degrees 15 minutes 29 seconds West a distance of 127.50 feet to a point on the aforesaid right of way line; thence continue along said right of way line North 68 degrees 45 minutes 30 seconds West a distance of 33.0 feet to a point of beginning of Parcel 2-B, containing 23,379.91 square feet. All as more fully shown on survey by Fontcuberta Surveys, Inc. dated August 10, 1993; as further set forth on the survey by J. V. Burkes & Associates, Inc., dated September 12, 2019, which is attached hereto and made a part hereof.

THE ECONOMIC AND INDUSTRIAL REFORMS OF THE 1990s have led to a rapid increase in the number of companies in the market. The increasing competition and the need for companies to be more efficient and to reduce costs have led to a growing interest in the use of information technology (IT) in the management of the company. IT can be used in a number of ways to improve the company's performance. It can be used to improve the company's internal processes, to improve the company's customer service, and to improve the company's marketing efforts. IT can also be used to improve the company's financial performance. IT can be used to reduce the company's costs, to increase the company's revenue, and to improve the company's profitability. IT can be used in a number of ways to improve the company's performance. It can be used to improve the company's internal processes, to improve the company's customer service, and to improve the company's marketing efforts. IT can also be used to improve the company's financial performance. IT can be used to reduce the company's costs, to increase the company's revenue, and to improve the company's profitability.

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200	214,207	102,726,461

[illegible]

CERTIFICATION

AN ALTA/NSPS LAND TITLE SURVEY MAP OF
TRACT 1-A-1 & PARCEL 2-B IN SECTION 34, T-7-S,
R-11-E, GREENSBURG LAND DISTRICT,
CITY OF MANDEVILLE,
ST. TAMMANY PARISH, LOUISIANA

J.V. Burkes & Associates, Inc.
SURVEYING ENGINEERING • ENVIRONMENTAL



1800 Sharbott Highway
Bridgeton, Louisiana 70455
E-mail: jvb@jvbassoc.com

Phone: 504-448-0729 Fax: 504-448-1134

**THE FOLLOWING ORDINANCE WAS INTRODUCED BY CITY COUNCIL
MEMBER BUSH; AND SECONDED FOR INTRODUCTION BY COUNCIL
MEMBER DANIELSON**

ORDINANCE NO. 24-17

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO
AFFECT THE DEANNEXATION OF A PORTION OF GROUND SITUATED IN
GREENSBURG LAND DISTRICT, SECTION 34, TOWNSHIP 7 SOUTH RANGE 11
EAST REMOVING FROM THE CORPORATE LIMITS OF THE CITY OF
MANDEVILLE AND PROVIDING FOR OTHER MATTERS IN CONNECTION
THEREWITH**

WHEREAS, the Planning Department has received a petition by Emerald Corner, LLC seeking the de-annexation of a Parcel of Ground being more fully described as a Portion of Ground Situated in Greensburg Land District, Section 34, Township 7 South Range 11 East containing 0.18 Acres or 7,913 square feet as surveyed by Land Source Incorporated and dated July 20, 2023 from the corporate limits of the City of Mandeville attached as Exhibit A;

WHEREAS, Emerald Corner, LLC owns property that is not annexed into the City of Mandeville; and

WHEREAS, the immovable property identified in the submitted petition for de-annexation is vacant, has no registered voters, and does not have any commercial value.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville that the municipal limits of the City of Mandeville be and they are hereby decreased to remove the below described immovable property which is hereby de-annexed into St. Tammany Parish:

ALL THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances, and advantages thereunto belonging or in anywise appertaining, situated in the City of Mandeville, State of Louisiana, better described as follows, to-wit:

A CERTAIN PIECE OR PORTION OF LAND 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 Greensburg Land District, Section 34, Township 7 South, Range 11 East, St. Tammany Parish, Louisiana, containing 0.182 Acres (7,913 sqft) and more fully described as follows, to-wit:

Commence at a point and corner at the intersection of the southerly right-of-way of LaSalle Street with the easterly right-of-way of N. Causeway Boulevard; thence, along the southerly right-of-way of LaSalle Street, N 88°30'21" E a distance of 255.08 feet to a point and corner, said point

also being the Point of Beginning;

Thence, along the southerly right-of-way of LaSalle Street, N 88°31'32" E a distance of 69.27 feet to a point and corner; thence, departing said right-of-way, S 01°28'20" E a distance of 192.99 feet to a point and corner; thence, S 88°39'35" W a distance of 12.74 feet to a point and corner; thence, N 17°48'04" W a distance of 201.07 feet to the Point of Beginning.

BE IT FURTHER ORDAINED, that following the de-annexation of the above-described immovable property into the corporate limits of St. Tammany Parish that the boundaries of the City of Mandeville shall thereafter be as set forth and described on the process verbal attached hereto and made a part hereof.

BE IT FURTHER ORDAINED, that all sections and provisions of this ordinance be deemed separate and severable, and that in the event that any one or more of the provisions of this ordinance be deemed unenforceable or unconstitutional by any final judgment, order, or decree of any court of competent jurisdiction, that such finding shall have no effect on the remaining sections and provisions of this ordinance.

BE IT FURTHER ORDAINED that the Clerk of this Council be and they are hereby authorized and empowered to take any and all actions which they, in the exercise of their discretion, deems necessary to promulgate the provisions of this ordinance.

The ordinance being submitted to a vote, the vote thereon was as follows:

AYES: 4 (Zuckerman, McGuire, Strong-Thompson, Discon)

NAYS: 1 (Vogeltanz)

ABSENT: 0

ABSTENTIONS: 0

and the ordinance was declared adopted this 11th day of July, 2024



Alex Weiner
Interim Clerk of Council



Scott Discon
Council Chairman

SUBMITTAL TO MAYOR

The foregoing Ordinance was **SUBMITTED** by me to the Mayor of the City of Mandeville this 16th day of July, 2024 at 9:00 o'clock a.m.



INTERIM CLERK OF COUNCIL

APPROVAL OF ORDINANCE

The foregoing Ordinance is by me hereby **APPROVED**, this 16 day of July, 2024 at 1015 o'clock a.m.


L. Clay Madden, MAYOR

VETO OF ORDINANCE

The foregoing Ordinance is by me hereby **VETOED**, this _____ day of July, 2024, at _____ o'clock ____m.

L. Clay Madden, MAYOR

RECEIPT FROM MAYOR

The foregoing Ordinance was **RECEIVED** by me from the Mayor of the City of Mandeville this 16th day of July, 2024 at 10:30 o'clock a.m.



INTERIM CLERK OF COUNCIL

CERTIFICATE

I, THE UNDERSIGNED Clerk of the City Council of the City of Mandeville do hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the City Council of the City of Mandeville at a duly noticed, called and convened meeting of said City Council held on the 11th day of July, 2024 at which a quorum was present and voting. I do further certify that said Ordinance has not thereafter been altered, amended, rescinded, or repealed.

WITNESS MY HAND and the seal of the City of Mandeville this 16th day of July, 2024.



INTERIM CLERK OF COUNCIL

March 19, 2024

VIA EMAIL AND HAND DELIVERY

City of Mandeville
Attn: Ms. Cara Bartholomew
Planning and Development Director
3101 East Causeway Approach
Mandeville, LA 70448

**Re: De-Annexation of .18 Acres from the City of Mandeville, as described
on attached Legal and Survey**

Dear Cara:

In accordance with your recent discussions with Mr. Paul Mayronne regarding the above-referenced property, please allow this letter to serve as our request to de-annex the subject property from the corporate limits of the City of Mandeville. In accordance therewith, I am attaching hereto a survey and legal description of the subject property. In addition, please be advised that there are no resident property owners or registered voters residing on the property, and the property is vacant. In addition, I am attaching hereto a recorded Cash Sale where Emerald Corner, LLC acquired the subject property. As evidenced by the sale instrument, Emerald Corner, LLC is the sole owner of the subject property.

Thank you for processing our request. If there should be any fees associated with this request, please so advise and we will have a check issued to your office. Should you need anything further from us, please do not hesitate to contact us.

Sincerely,

Emerald Corner, LLC

By: 
B. Clark Heebe, Manager

By: 
Brett S. Davis, Manager

cc: Mr. Rick Flick
Mr. Paul J. Mayronne

LEGAL DESCRIPTION: AREA TO BE DE-ANNEXED

One (1) certain tract or parcel of ground designated as "Area to be De-Annexed", containing 0.182 Ac. (7,913 Sq. Ft.), together with all improvements thereon, located in Section 34, T-7-S, R-11-E, Greensburg Land District, St. Tammany Parish, Louisiana, and more particularly described as follows:

Commence at a point and corner at the intersection of the southerly right-of-way of LaSalle Street with the easterly right-of-way of N. Causeway Boulevard; thence, along the southerly right-of-way of LaSalle Street, N 88°30'21" E a distance of 255.08 feet to a point and corner, said point also being the Point of Beginning;

Thence, along the southerly right-of-way of LaSalle Street, N 88°31'32" E a distance of 69.27 feet to a point and corner; thence, departing said right-of-way, S 01°28'20" E a distance of 192.99 feet to a point and corner; thence, S 88°39'35" W a distance of 12.74 feet to a point and corner; thence, N 17°48'04" W a distance of 201.07 feet to the Point of Beginning.

CASH SALE

UNITED STATES OF AMERICA

BY: VIOLA PROPERTIES, L.L.C.

STATE OF LOUISIANA

TO: EMERALD CORNER, LLC

PARISH OF ST. TAMMANY

BE IT KNOWN, that on this 23rd day of October, 2019, before me, the undersigned authority, a Notary Public, duly commissioned and qualified, in and for the State and Parish aforesaid, therein residing, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

VIOLA PROPERTIES, L.L.C. (TIN: **-*7619)**, a Louisiana limited liability company, appearing herein through Kim Baye Viola, its duly authorized Manager, pursuant to the Unanimous Written Consent of the Sole Member and Manager, which is attached hereto and made a part hereof; its mailing address being 100 Blackburn Drive, Covington, Louisiana 70433.

hereinafter designated as "vendor" who declared that for the consideration and upon the terms and conditions hereinafter expressed, said vendor has bargained and sold, and does by these presents grant, bargain, sell, assign, transfer, deliver, and abandon and set over unto Purchaser without any warranty, even as to title, but with full substitution and subrogation to all rights and actions of warranty against all preceding owners and vendors, unto

EMERALD CORNER, LLC (TIN: **-*5629)**, a Louisiana limited liability company, represented herein by B. Clark Heebe and Brett S. Davis, its duly authorized Members/Managers, pursuant to the Certificate of Authority which is attached hereto and made a part hereof; its mailing address being 110 Moores Road, Mandeville, Louisiana 70471

hereinafter designated as "purchaser", here present, accepting and purchasing and acknowledging delivery and possession of the following described property, to-wit:

PARCEL 1

ONE CERTAIN TRACT OF LAND, together with all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, being a portion of Parcel 1, designated as Tract 1-A-1, within Pontchartrain Square Shopping Center, City of Mandeville, situated in Section 34, Township 7 South, Range 11 East, St. Tammany Parish, Louisiana, and more fully described as follows:

From the section corner common to Sections 33 and 38, Township 7 South, Range 11 East, run South 22 degrees 16 minutes West a distance of 143.8 feet to a point; thence South 68 degrees 56 minutes East a distance of 1618.0 feet to a point; thence South 69 degrees 48 minutes East a distance of 1200.0 feet to a point; thence North 14 degrees 06 minutes East a distance of 188.25 feet to a point; thence Southeasterly along the North right of way line of State Project 13-11-10 (New Highway 22 and U. S. 190), measured along the arc of a curve to the left having a radius of 115.0 feet a distance of 150.75 feet to a point; thence South 72 degrees 23 minutes 38 seconds East along said right of way line a distance of 337.86 feet to the Point of Beginning of Tract 1-A-1.

Thence continue South 72 degrees 23 minutes 38 seconds East along said right of way line a distance of 77.20 feet to a point; thence South 30 degrees 43 minutes

St. Tammany Parish 20
Instrmnt #: 2180008
Registry #: 2660546 str
10/24/2019 1:07:00 PM
MB CB X MI UCC

38 seconds East along said right of way line a distance of 82.50 feet to a point; thence South 68 degrees 45 minutes 30 seconds East along said right of way line a distance of 121.60 feet (121.16 feet title) to a point; thence leaving said right of way line, run North 12 degrees 04 minutes 00 seconds East a distance of 235.00 feet to a point; thence South 68 degrees 45 minutes 30 seconds East a distance of 200.00 feet to a point;

Thence South 12 degrees 04 minutes 00 seconds West a distance of 49.91 feet to a point; thence North 72 degrees 04 minutes 00 seconds East a distance of 56.50 feet to a point; thence North 01 degrees 32 minutes 34 seconds West a distance of 235.90 feet to a point; thence South 88 degrees 27 minutes 26 seconds West a distance of 55.65 feet to the Southeast corner of Building "D" (as designated hereon); thence North 01 degrees 28 minutes 46 seconds West along the east line of Building "D" a distance of 214.00 feet to a point; thence leaving said line of Building "D" run North 88 degrees 31 minutes 14 seconds East a distance of 17.97 feet to a point; thence North 01 degree 28 minutes 46 seconds West a distance of 62.00 feet to a point on the South right of way line of LaSalle Street; thence South 88 degrees 31 minutes 32 seconds West along said right of way line of LaSalle Street a distance of 542.22 feet to a point; thence leaving said right of way line of LaSalle Street, run South 17 degrees 48 minutes 04 seconds East a distance of 258.90 feet to a point; thence South 01 degrees 28 minutes 07 seconds East a distance of 237.92 feet (237.53 feet title) to the Point of Beginning of Tract 1-A-1, containing 253,248.25 square feet. All as more fully shown on survey by Fontcuberta Surveys, Inc. dated August 20, 1993, as further set forth on the survey by J. V. Burkes & Associates, Inc., dated September 12, 2019, which is attached hereto and made a part hereof.

PARCEL 2

ONE CERTAIN TRACT OF LAND, together with all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, designated as Parcel 2-B within Pontchartrain Square Shopping Center, City of Mandeville, situated in Section 34, Township 7 South, Range 11 East, St. Tammany Parish, Louisiana and more fully described as follows:

From the section corner common to Sections 33 and 38, Township 7 South, Range 11 East, run South 22 degrees 16 minutes West a distance of 143.8 feet; thence South 68 degrees 56 minutes East a distance of 1618.0 feet to a point; thence South 69 degrees 48 minutes East a distance of 1200.00 feet to a point; thence North 14 degrees 06 minutes East a distance of 188.25 feet to a point; thence Southeasterly along the North right of way line of State Project 13-11-10 (New Highway 22 and U. S. 190) measured along the arc of a curve to the left having a radius of 115.0 feet a distance of 150.75 feet to a point; thence South 72 degrees 23 minutes 38 seconds East along said right of way line a distance of 415.06 feet to a point; thence South 30 degrees 43 minutes 38 seconds East a distance of 82.50 feet to a point; thence South 68 degrees 45 minutes 30 seconds East a distance of 121.60 feet to the Point of Beginning.

Thence leaving said right of way line run North 12 degrees 04 minutes 00 seconds East a distance of 235.00 feet to a point; thence South 68 degrees 45 minutes 30 seconds East a distance of 200.00 feet to a point; thence South 12 degrees 04 minutes 00 seconds West a distance of 49.91 feet to a point; thence South 89 degrees 21 minutes 13 seconds West a distance of 148.11 feet to a point; thence South 21 degrees 15 minutes 29 seconds West a distance of 127.50 feet to a point on the aforesaid right of way line; thence continue along said right of way line North 68 degrees 45 minutes 30 seconds West a distance of 33.0 feet to a point of beginning of Parcel 2-B, containing 23,379.91 square feet. All as more fully

shown on survey by Fontcuberta Surveys, Inc. dated August 10, 1993; as further set forth on the survey by J. V. Burkes & Associates, Inc., dated September 12, 2019, which is attached hereto and made a part hereof.

Purchaser acknowledges that Seller makes no warranties, covenants, guarantees or representations whatsoever, express or implied, as to the condition of the Property. Purchaser expressly waives the warranty of fitness and the warranty against redhibitory vices and defects, whether apparent or latent, imposed by Louisiana Civil Code Articles 2520 through 2548. Purchaser further declares and acknowledges that Purchaser does hereby waive the warranty of fitness for intended purposes or guarantee against hidden or latent redhibitory vices under Louisiana law, and that warranty imposed by Louisiana Civil Code Articles 2475, 2520 through 2548, and any other applicable state or federal law and the jurisprudence thereunder. As a material and integral consideration for the execution of this act of sale by Seller, Purchaser waives and releases Seller from any and all warranties (even as to title), claims and or causes of action which Purchaser may have or hereafter may be otherwise entitled to, based on vices or defects in the Property herein sold, including all improvements located thereon, whether in the nature of redhibition, reduction of the purchase price, concealment, and/or any other theory of law, including but not limited to any rights under Louisiana Civil Code Articles 2475, 2520 through 2548 and any other applicable state or federal law and the jurisprudence thereunder. Purchaser further assumes the risk as to all vice and defects in the Property, including all buildings, improvements, other constructions or component parts of the Property located thereon and all movable property, equipment, fixtures, appliances or other goods located on the Property, whether those vices or defects are latent and/or not discoverable upon simple inspection, and including those vices or defects, knowledge of which would deter Purchaser from making this purchase. Purchaser further acknowledges that the Property is fit for Purchaser's intended use and particular purpose and that the zoning of the property is suitable for Purchaser's use and purpose.

Purchaser further acknowledges that Purchaser (a) had ample opportunity to fully inspect the Property, (b) has inspected the Property to the extent Purchaser desired, (c) desires to purchase the Property in its present condition, (d) agrees to purchase the Property subject to any physical encroachments on the Property or any physical encroachments by improvements located on the Property onto adjacent property.

Without limiting the generality of the foregoing and as further consideration for this sale, Purchaser, its assigns and transferees hereby accepts the Property AS IS WHERE IS, in its existing environmental condition and waives, discharges, and releases Seller, its affiliates, predecessors, successors, assigns, partners, officers, employees, directors, agents, members, managers and insurers from any and all claims and/or causes of action which Purchaser or its assigns or transferees may have or hereafter be otherwise entitled to, whether affecting person and/or property, for (i) any environmental liabilities arising from the Property, including any claims, demands, causes of actions (both public and private), judgments, attorneys' fees, costs, expenses, penalties and fines, imposed or assessed under any federal, state or local environmental law, rule, regulation, or ordinance involving the environment including, but without limitation Article 2315.3 of the Louisiana Civil Code, Statewide Order 29-B by Office of Conservation, Department of Natural Resources, State of Louisiana, La. R.S. 30:29, the Louisiana Abandoned Oilfield Waste Site Law (La. R.S. 30:71, et seq.), as amended, the Louisiana Oilfield Site Restoration Law (La. R.S. 30:80, et seq.), the Louisiana Environmental Quality Act (La. R.S. 30:200 1, et seq.), as amended, the Comprehensive Environmental Response, Compensation and Liability Act, (42 U.S.C. §9601, et seq.), as amended, the Solid Waste Disposal Act (42 U.S.C. §6901, et seq.), the Superfund Amendments and Reauthorization Act of 1986, and the Toxic Substance Control Act (15 U.S.C. §2601, et seq.), as amended, the Rivers and Harbors Act (33 U.S.C. §401, et seq.), as amended, the Oil Pollution Act (33 U.S.C. §2701, et seq.), as amended, the Atomic Energy Act (23 U.S.C. §2014, et seq.), as amended, and the Safe Drinking Water Act (42 U.S.C. §300f, et seq.), as amended, and any federal, state or local rules, regulations and ordinances adopted thereunder (collectively, the "Environmental Laws"), and/or (ii) the existence of any Hazardous Materials in, on, under or from the Property. "Hazardous Materials" includes mold, mildew, and other fungi (including but not limited to aspergillus/penicillium, bipolaris/derschlera, and stachybotrys), lead paint, asbestos, petroleum products, naturally occurring radioactive materials, and/or any materials defined as "hazardous pollutants", "toxic pollutants", "pollutants", "hazardous substances", "toxic substances", "hazardous waste", "hazardous constituents" or "solid waste" or language of similar import

under, or is otherwise regulated by, any Environmental Laws as well as any other substance or substances the presence of which requires investigation, removal, remediation or restoration.

Buyer Initials: 

TO HAVE AND TO HOLD the said property unto the said purchaser forever.

This present sale and conveyance is made and accepted for and in consideration of the sum and price of SIX MILLION TWO HUNDRED FIFTY THOUSAND and NO/100 (\$6,250,000.00) DOLLARS and other good and valuable consideration, the receipt and sufficiency of which is hereby duly acknowledged by the vendor, and full discharge and acquittance granted therefore.

Whenever the word "vendor" is used in this act, it shall be construed to include "vendors", and whenever the word "purchaser" is used it shall be construed to include "purchasers".

All the agreements and stipulations herein contained, and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties hereto.

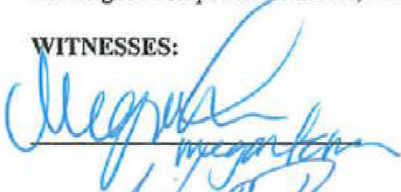
The certificates of mortgage and conveyance as required by Article 3364 of the revised Civil Code of Louisiana are waived.

All state and parish taxes assessed against the property herein conveyed up to and including 2018 are paid. Taxes for the year 2019 shall be prorated and paid by Purchaser.

*[Remainder of Page Intentionally Left Blank]
[Signatures on Following Page]*


THUS DONE AND PASSED in Covington, Louisiana, in the presence of the undersigned competent witnesses, and me, Notary, after due reading of the whole.

WITNESSES:



Steven R. Reibig

VIOLA PROPERTIES, L.L.C.


By: 

KIM BAYE VIOLA, Manager

EMERALD CORNER, LLC

By: 

B. CLARK HEEBE, Manager

By: 

BRETT S. DAVIS, Manager



PAUL J. MAYRONNE, NOTARY PUBLIC
LOUISIANA BAR ROLL NO. 25788

Title Ins. Producer:	Jones Fussell, L.L.P.
Address:	P.O. Box 1810 Covington, LA 70434-1810
Producer License #:	223248
Title Ins. Underwriter:	Chicago Title Insurance Company
Title Opinion By:	Paul J. Mayronne
LA Bar Roll #:	25788

**CERTIFICATE OF AUTHORITY FOR
EMERALD CORNER, LLC**

THE UNDERSIGNED, B. Clark Heebe and Brett S. Davis, Managers and certifying officials of Emerald Corner, LLC (hereinafter the "Company"), pursuant to the Articles of Organization on file with the Louisiana Secretary of State, hereby certify that B. Clark Heebe and Brett S. Davis (hereinafter the "duly authorized Managers") are, and have been, duly authorized by the Company and its Members to act on behalf of the Company in the following respects:

I. To execute any and all documents necessary for the purchase of that certain immovable property bearing Municipal No. 3555 Highway 190, Mandeville, LA 70471 (hereinafter the "Property"), by the Company for the sum of SIX MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100 (\$6,250,000.00) Dollars, upon such other terms and conditions and containing such clauses as the duly authorized Managers shall deem appropriate in their sole and absolute discretion including, without limitation, an act of sale and HUD-1 Settlement Statement;

II. To mortgage, encumber, and hypothecate in favor of Home Bank, N.A. or other lending institution the Property and to execute any and all documents upon such terms and conditions as the duly authorized Managers shall deem appropriate in their sole and absolute discretion in order to effectuate the foregoing, which documents include, but are not limited to a promissory note, loan agreements, development agreements, collateral mortgages, multiple indebtedness mortgages, or other mortgage instrument, Assignments of Rents and Leases, UCC-1 Financing Statement, all containing such terms and conditions as the duly authorized Managers shall deem appropriate in their sole and absolute discretion, including *pact non alienado*, and/or with a confession of judgment, and all other documents required and/or necessary in the discretion of the duly authorized Managers; and

III. To take any and all other action and execute any and all other documents necessary to effectuate the foregoing purchase and mortgage of the aforementioned Property.

THUS DONE in Covington, Louisiana, this 23rd day of October, 2019.

B. CLARK HEEBE,
Manager and Certifying Official

BRETT S. DAVIS
Manager and Certifying Official

**UNANIMOUS WRITTEN CONSENT OF SOLE MEMBER AND MANAGER OF
VIOLA PROPERTIES, L.L.C.**

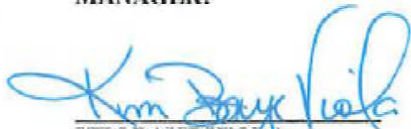
The undersigned, constituting all of the members, managers, and certifying officials under La. R.S. 12:1317 of VIOLA PROPERTIES, L.L.C., a Louisiana limited liability company (the "Company"), do hereby agree and certify as follows:

1. That the undersigned are sole members and managers of the Company, and the undersigned hereby authorize, direct and empower Kim Baye Viola (the "Manager"), on behalf of the Company, to sell, convey, and transfer to Emerald Corner, LLC, a Louisiana limited liability company, all of the Company's right, title and interest in those certain tracts or parcels of land, together with all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging, or in anywise appertaining, located in the Parish of St. Tammany, State of Louisiana, more particularly described on Exhibit "A" attached hereto (collectively, the "Property"), for the price of SIX MILLION TWO HUNDRED FIFTY THOUSAND AND NO/100 (\$6,250,000.00) DOLLARS or such other price and on such terms and conditions as the Manager may deem proper, to pay and discharge any and all charges, expenses and encumbrances in connection therewith, to receipt for the purchase price, and to execute any and all documents associated with said sale and delivery of the Property;
2. That the Manager is hereby authorized, empowered and directed to take all actions and to execute and deliver all documents that in the sole discretion of the Manager appears necessary, advisable or appropriate in order to give effect to the actions authorized above, including but not limited to an Act of Cash Sale, and that all such documents shall be the enforceable and binding act and obligation of the Company, without the necessity of the signature or attestation of any other manager, member, officer or agent of the Company;
3. That the Manager is hereby authorized, empowered and directed to execute and deliver the above described documents with such changes, modifications, additions and deletions as she may in her sole and uncontrolled discretion approve, which changes, modifications, additions and deletions she is hereby authorized to make, her signature on any document constituting conclusive evidence of her and the Company's approval thereof so that any such document shall be valid and binding on the parties thereto;
4. That any person dealing with the Company may rely upon a certificate executed by one or more managers of the Company to establish the membership of any manager or member, the authenticity of any records of the Company, or the authority of any person to act on behalf of the Company, including but not limited to the authority to take the actions referred to in La. R.S. 12:1318 (B).

This Unanimous Consent may be executed in two or more counterparts, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof; each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument. Digital or PDF signatures shall have the same force and effect as originals.

IN WITNESS WHEREOF, the undersigned Member and Manager of VIOLA PROPERTIES, L.L.C. have executed this Unanimous Written Consent to be effective as of the 23rd day of October, 2019.

MANAGER:


KIM BAYE VIOLA

MEMBERS:

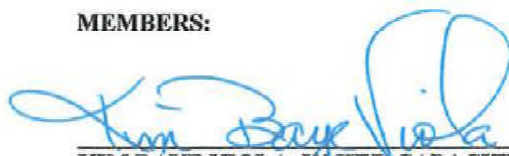

KIM BAYE VIOLA, IN HER CAPACITY AS
INDEPENDENT TESTAMENTARY
EXECUTRIX OF THE SUCCESSION OF
FRANK VIOLA II, No. 2019-30373, 22nd
JUDICIAL DISTRICT COURT FOR THE
PARISH OF ST. TAMMANY, STATE OF
LOUISIANA

Exhibit A

Legal Description

PARCEL 1

ONE CERTAIN TRACT OF LAND, together with all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, being a portion of Parcel 1, designated as **Tract 1-A-1**, within **Pontchartrain Square Shopping Center, City of Mandeville**, situated in Section 34, Township 7 South, Range 11 East, St. Tammany Parish, Louisiana, and more fully described as follows:

From the section corner common to Sections 33 and 38, Township 7 South, Range 11 East, run South 22 degrees 16 minutes West a distance of 143.8 feet to a point; thence South 68 degrees 56 minutes East a distance of 1618.0 feet to a point; thence South 69 degrees 48 minutes East a distance of 1200.0 feet to a point; thence North 14 degrees 06 minutes East a distance of 188.25 feet to a point; thence Southeasterly along the North right of way line of State Project 13-11-10 (New Highway 22 and U. S. 190), measured along the arc of a curve to the left having a radius of 115.0 feet a distance of 150.75 feet to a point; thence South 72 degrees 23 minutes 38 seconds East along said right of way line a distance of 337.86 feet to the Point of Beginning of Tract 1-A-1.

Thence continue South 72 degrees 23 minutes 38 seconds East along said right of way line a distance of 77.20 feet to a point; thence South 30 degrees 43 minutes 38 seconds East along said right of way line a distance of 82.50 feet to a point; thence South 68 degrees 45 minutes 30 seconds East along said right of way line a distance of 121.60 feet (121.16 feet title) to a point; thence leaving said right of way line, run North 12 degrees 04 minutes 00 seconds East a distance of 235.00 feet to a point; thence South 68 degrees 45 minutes 30 seconds East a distance of 200.00 feet to a point;

Thence South 12 degrees 04 minutes 00 seconds West a distance of 49.91 feet to a point; thence North 72 degrees 04 minutes 00 seconds East a distance of 56.50 feet to a point; thence North 01 degrees 32 minutes 34 seconds West a distance of 235.90 feet to a point; thence South 88 degrees 27 minutes 26 seconds West a distance of 55.65 feet to the Southeast corner of Building "D" (as designated hereon); thence North 01 degrees 28 minutes 46 seconds West along the east line of Building "D" a distance of 214.00 feet to a point; thence leaving said line of Building "D" run North 88 degrees 31 minutes 14 seconds East a distance of 17.97 feet to a point; thence North 01 degree 28 minutes 46 seconds West a distance of 62.00 feet to a point on the South right of way line of LaSalle Street; thence South 88 degrees 31 minutes 32 seconds West along said right of way line of LaSalle Street a distance of 542.22 feet to a point; thence leaving said right of way line of LaSalle Street, run South 17 degrees 48 minutes 04 seconds East a

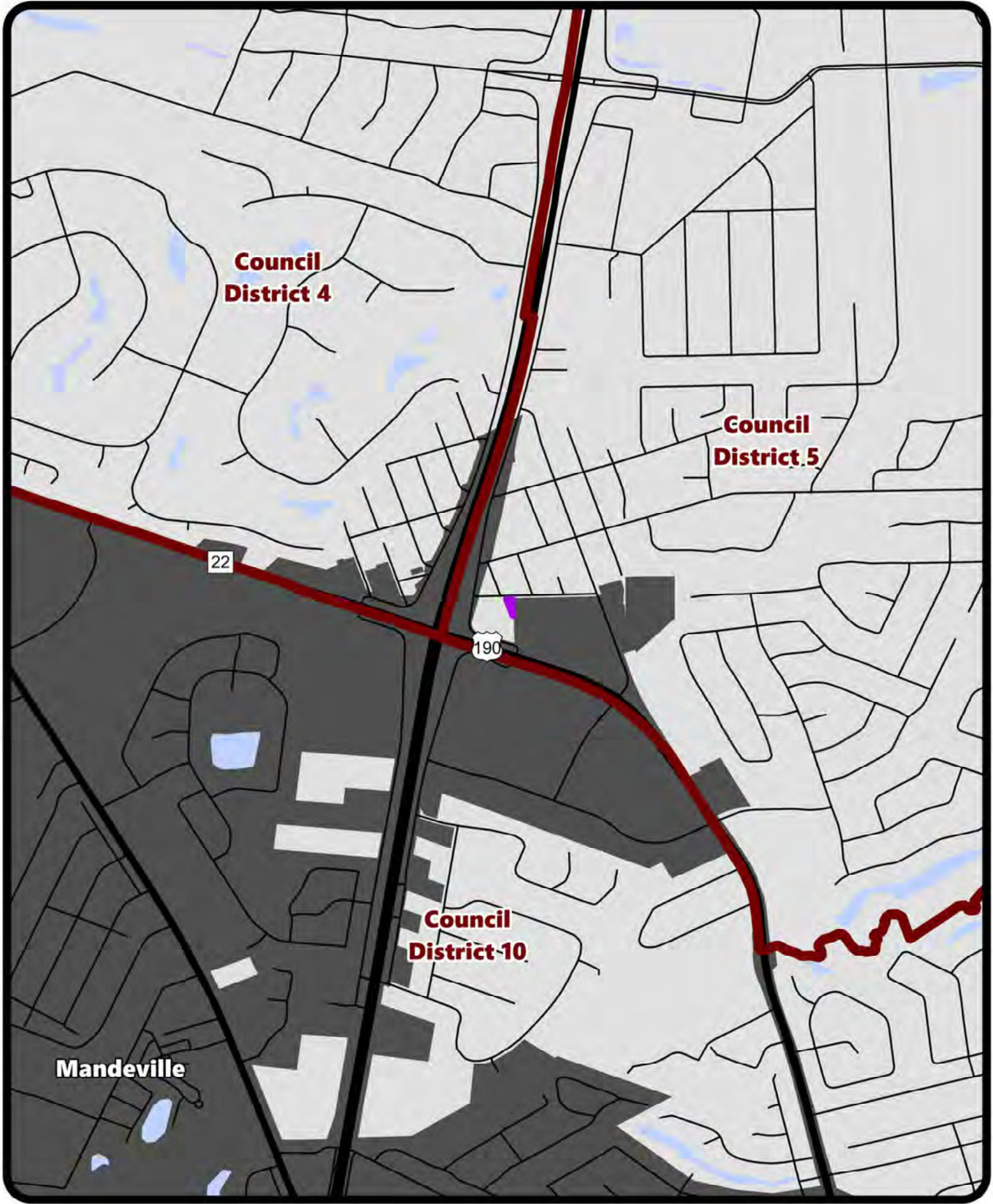
distance of 258.90 feet to a point; thence South 01 degrees 28 minutes 07 seconds East a distance of 237.92 feet (237.53 feet title) to the Point of Beginning of Tract 1-A-1, containing 253,248.25 square feet. All as more fully shown on survey by Fontcuberta Surveys, Inc. dated August 20, 1993, as further set forth on the survey by J. V. Burkes & Associates, Inc., dated September 12, 2019, which is attached hereto and made a part hereof.

PARCEL 2

ONE CERTAIN TRACT OF LAND, together with all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, designated as **Parcel 2-B** within **Pontchartrain Square Shopping Center, City of Mandeville**, situated in Section 34, Township 7 South, Range 11 East, St. Tammany Parish, Louisiana and more fully described as follows:

From the section corner common to Sections 33 and 38, Township 7 South, Range 11 East, run South 22 degrees 16 minutes West a distance of 143.8 feet; thence South 68 degrees 56 minutes East a distance of 1618.0 feet to a point; thence South 69 degrees 48 minutes East a distance of 1200.00 feet to a point; thence North 14 degrees 06 minutes East a distance of 188.25 feet to a point; thence Southeasterly along the North right of way line of State Project 13-11-10 (New Highway 22 and U. S. 190) measured along the arc of a curve to the left having a radius of 115.0 feet a distance of 150.75 feet to a point; thence South 72 degrees 23 minutes 38 seconds East along said right of way line a distance of 415.06 feet to a point; thence South 30 degrees 43 minutes 38 seconds East a distance of 82.50 feet to a point; thence South 68 degrees 45 minutes 30 seconds East a distance of 121.60 feet to the Point of Beginning.

Thence leaving said right of way line run North 12 degrees 04 minutes 00 seconds East a distance of 235.00 feet to a point; thence South 68 degrees 45 minutes 30 seconds East a distance of 200.00 feet to a point; thence South 12 degrees 04 minutes 00 seconds West a distance of 49.91 feet to a point; thence South 89 degrees 21 minutes 13 seconds West a distance of 148.11 feet to a point; thence South 21 degrees 15 minutes 29 seconds West a distance of 127.50 feet to a point on the aforesaid right of way line; thence continue along said right of way line North 68 degrees 45 minutes 30 seconds West a distance of 33.0 feet to a point of beginning of Parcel 2-B, containing 23,379.91 square feet. All as more fully shown on survey by Fontcuberta Surveys, Inc. dated August 10, 1993; as further set forth on the survey by J. V. Burkes & Associates, Inc., dated September 12, 2019, which is attached hereto and made a part hereof.

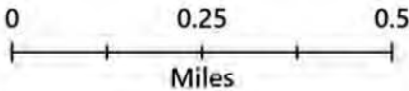


Mandeville De-Annexation (MN2024-01)
Overview Map

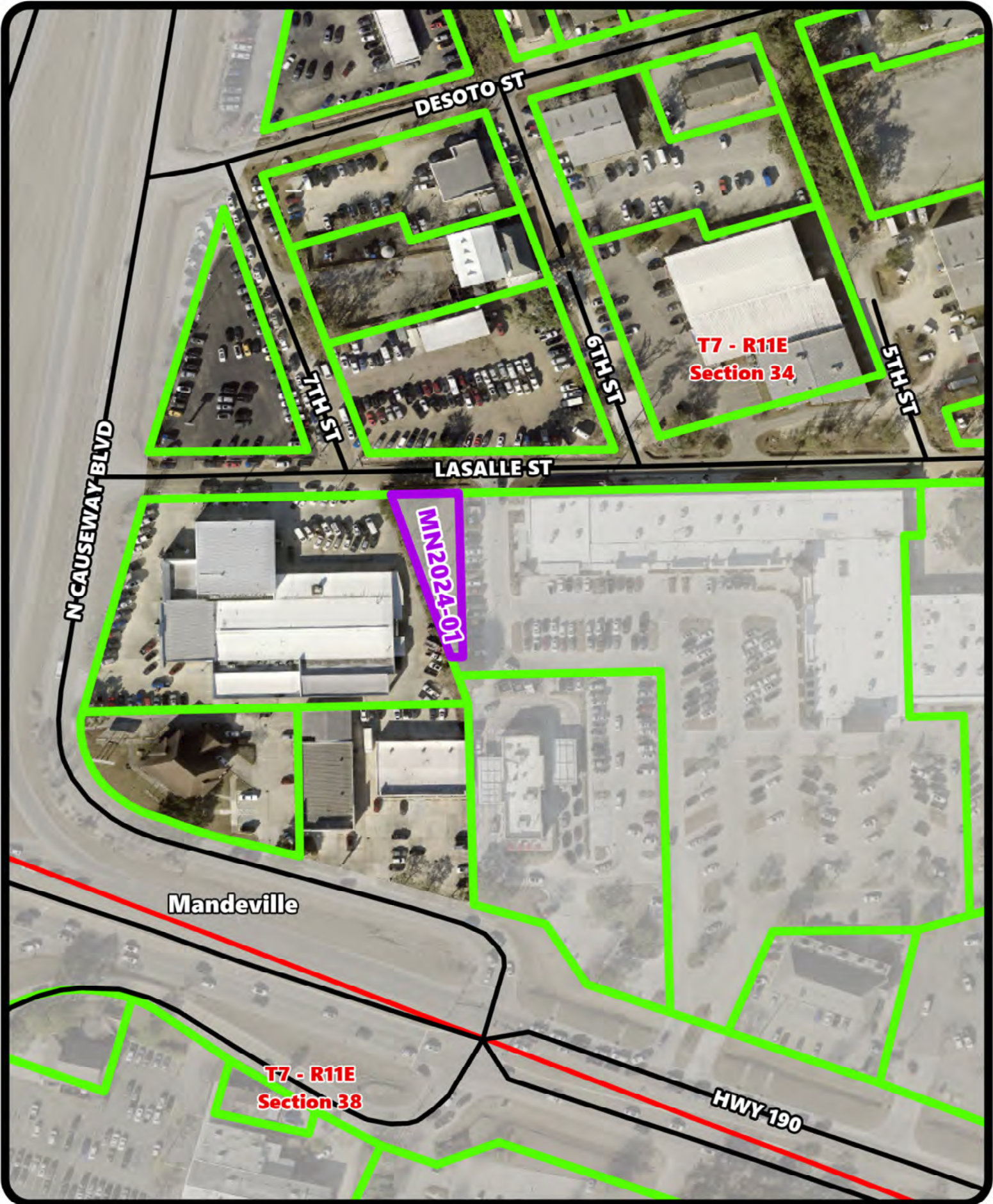
- Roads
- Annexation Request
- City Limit
- Council Districts
- Waterway



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



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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.
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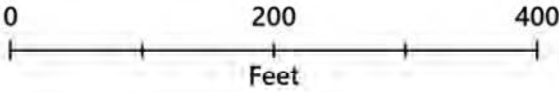
Mandeville De-Annexation (MN2024-01)

Aerial Map

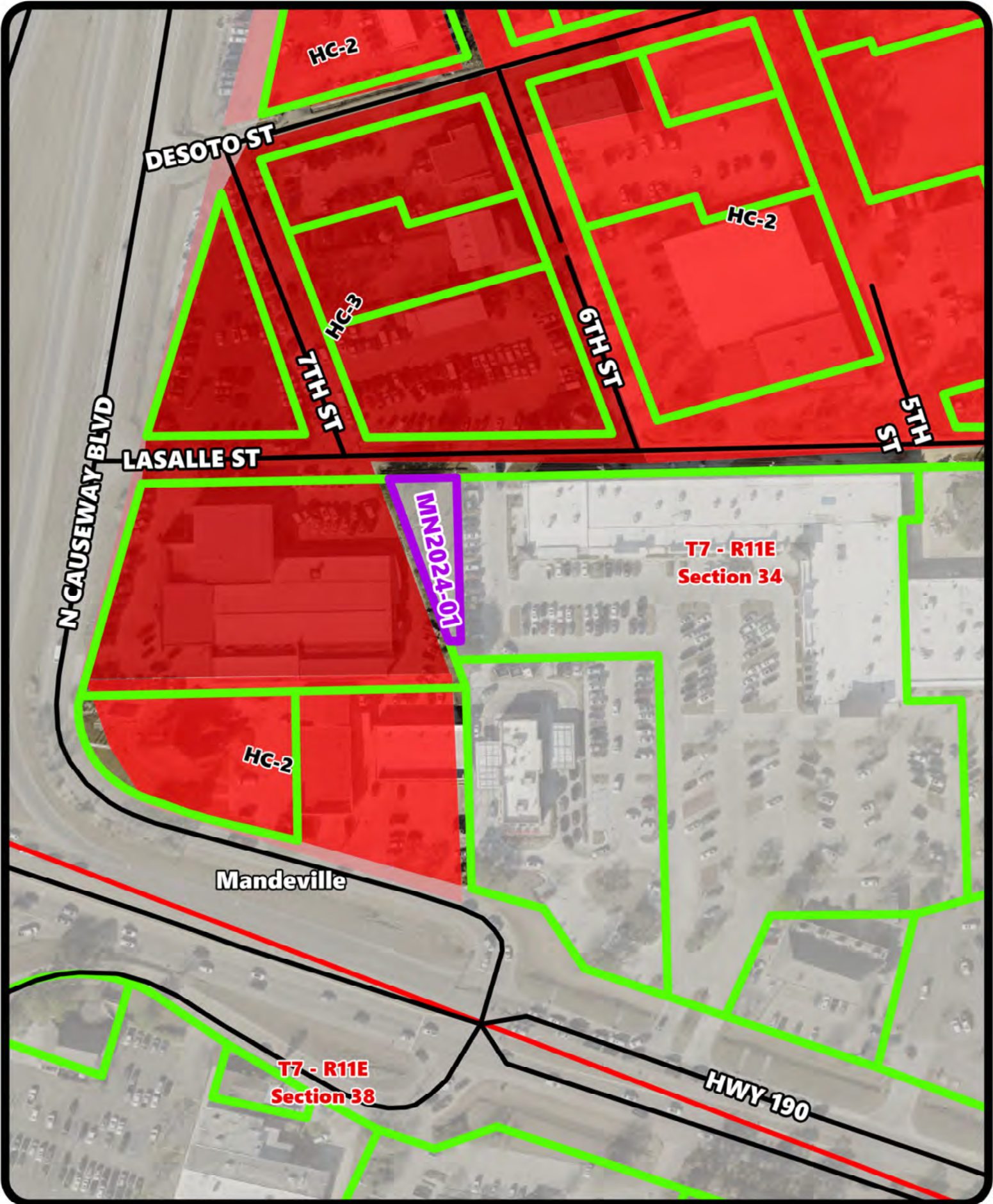
- Rivers
- Roads
- Annexation Request
- Assessor Parcels
- City Limit
- Section Township Range



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



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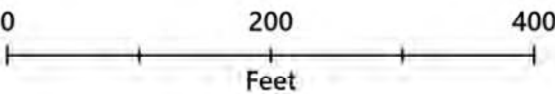


Mandeville De-Annexation (MN2024-01)
Zoning Map

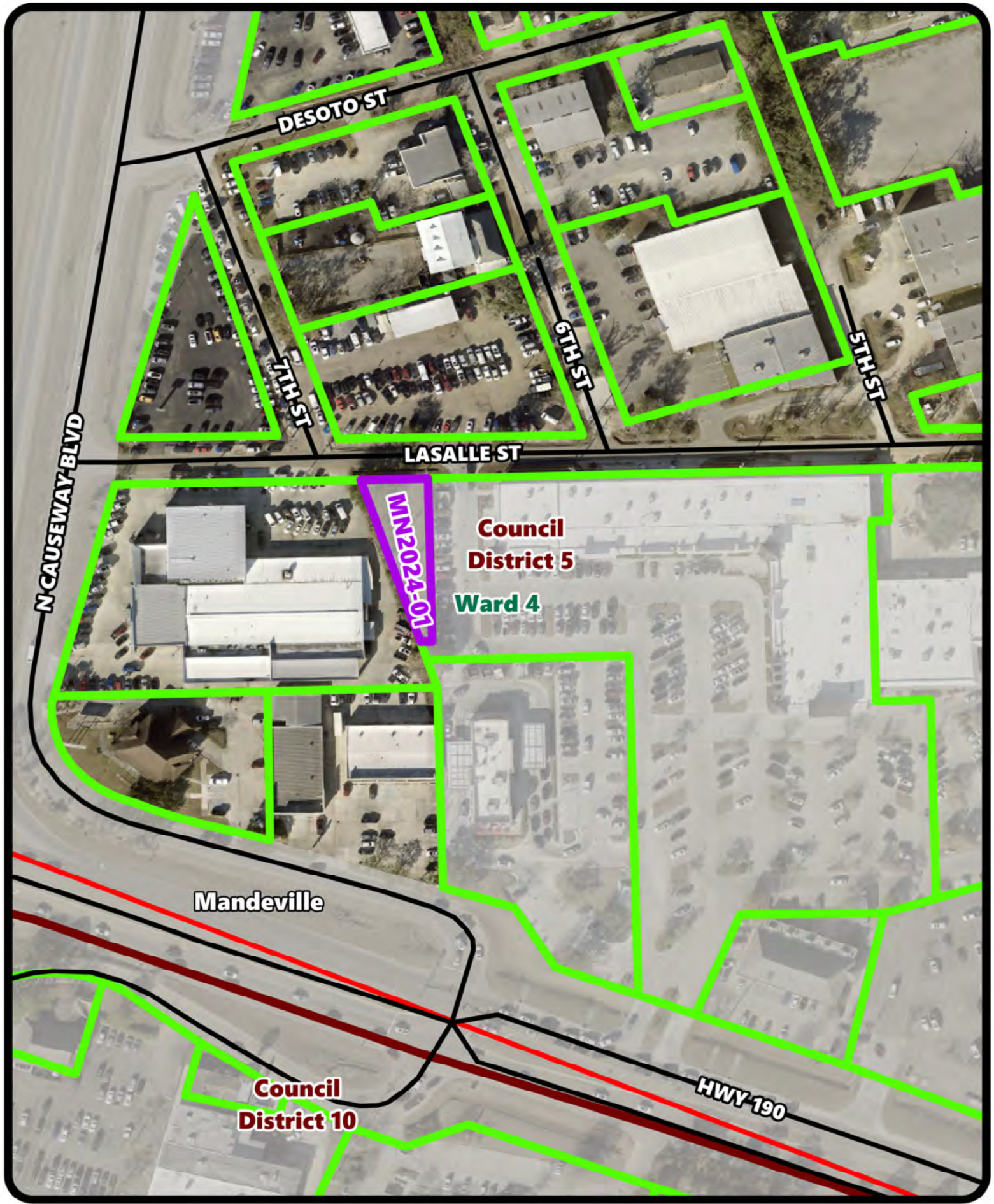
- Rivers
 - Roads
 - City Limit
 - Annexation Request
 - Assessor Parcels
 - Section Township Range
- Zoning Classification**
- HC-2 Highway Commercial
 - HC-3 Highway Commercial



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



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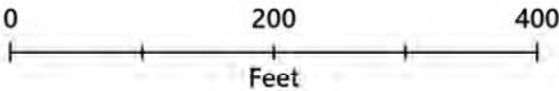


Mandeville De-Annexation (MN2024-01)
Political Map

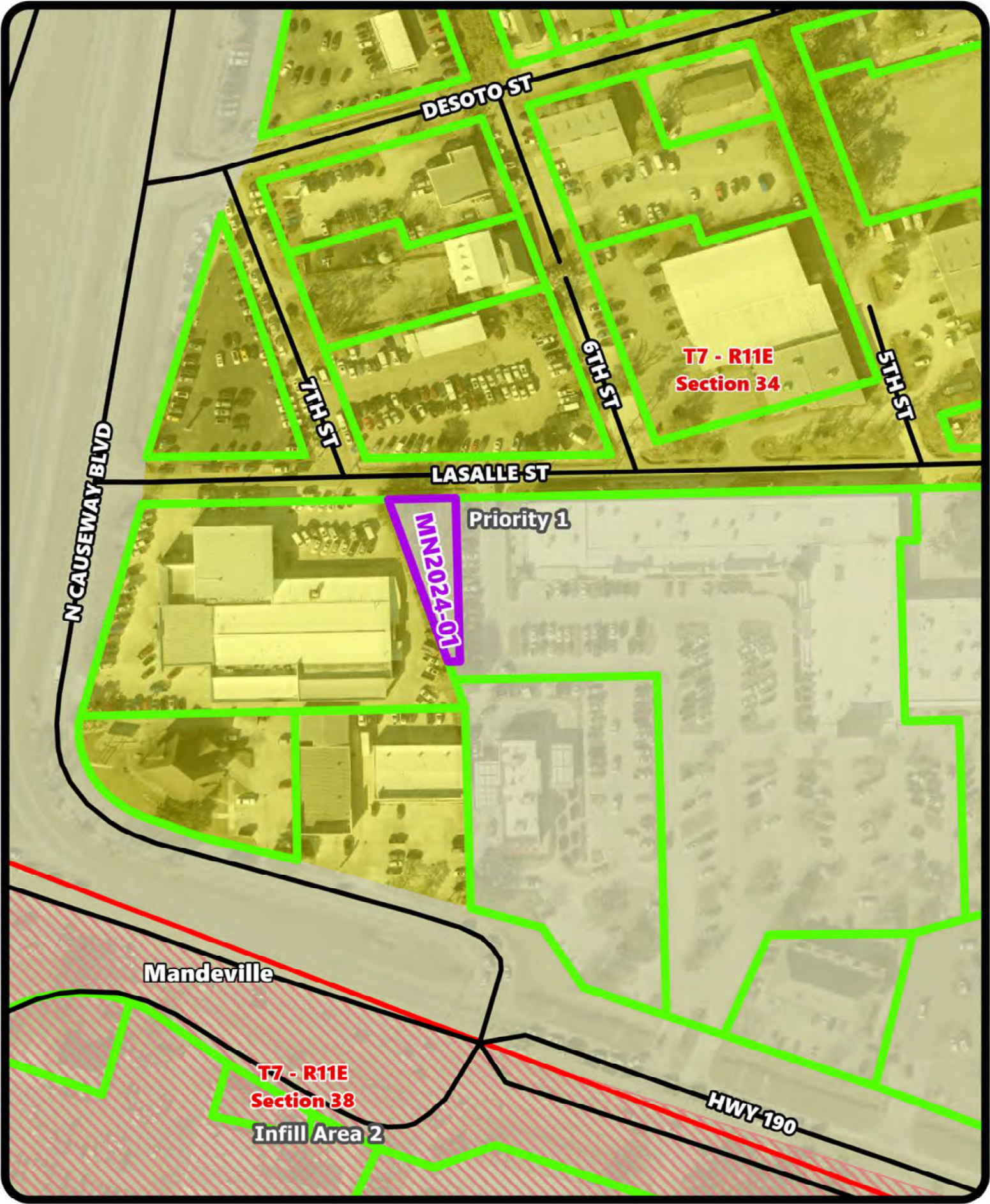
- Rivers
- Roads
- Annexation Request
- Assessor Parcels
- City Limit
- Council Districts
- Section Township Range
- Wards



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



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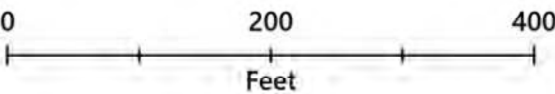


Mandeville De-Annexation (MN2024-01)
Growth Management Area Map

- Rivers
 - Roads
 - City Limit
 - Annexation Request
 - Assessor Parcels
 - Section Township Range
- Mandeville GMA**
- Infill Area 2
 - Priority 1



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



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**THE FOLLOWING ORDINANCE WAS INTRODUCED BY CITY COUNCIL
MEMBER BUSH; AND SECONDED FOR INTRODUCTION BY COUNCIL
MEMBER DANIELSON**

ORDINANCE NO. 24-17

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO
AFFECT THE DEANNEXATION OF A PORTION OF GROUND SITUATED IN
GREENSBURG LAND DISTRICT, SECTION 34, TOWNSHIP 7 SOUTH RANGE 11
EAST REMOVING FROM THE CORPORATE LIMITS OF THE CITY OF
MANDEVILLE AND PROVIDING FOR OTHER MATTERS IN CONNECTION
THEREWITH**

WHEREAS, the Planning Department has received a petition by Emerald Corner, LLC seeking the de-annexation of a Parcel of Ground being more fully described as a Portion of Ground Situated in Greensburg Land District, Section 34, Township 7 South Range 11 East containing 0.18 Acres or 7,913 square feet as surveyed by Land Source Incorporated and dated July 20, 2023 from the corporate limits of the City of Mandeville attached as Exhibit A;

WHEREAS, Emerald Corner, LLC owns property that is not annexed into the City of Mandeville; and

WHEREAS, the immovable property identified in the submitted petition for de-annexation is vacant, has no registered voters, and does not have any commercial value.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville that the municipal limits of the City of Mandeville be and they are hereby decreased to remove the below described immovable property which is hereby de-annexed into St. Tammany Parish:

ALL THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances, and advantages thereunto belonging or in anywise appertaining, situated in the City of Mandeville, State of Louisiana, better described as follows, to-wit:

A CERTAIN PIECE OR PORTION OF LAND 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 Greensburg Land District, Section 34, Township 7 South, Range 11 East, St. Tammany Parish, Louisiana, containing 0.182 Acres (7,913 sqft) and more fully described as follows, to-wit:

Commence at a point and corner at the intersection of the southerly right-of-way of LaSalle Street with the easterly right-of-way of N. Causeway Boulevard; thence, along the southerly right-of-way of LaSalle Street, N 88°30'21" E a distance of 255.08 feet to a point and corner, said point

also being the Point of Beginning;

Thence, along the southerly right-of-way of LaSalle Street, N 88°31'32" E a distance of 69.27 feet to a point and corner; thence, departing said right-of-way, S 01°28'20" E a distance of 192.99 feet to a point and corner; thence, S 88°39'35" W a distance of 12.74 feet to a point and corner; thence, N 17°48'04" W a distance of 201.07 feet to the Point of Beginning.

BE IT FURTHER ORDAINED, that following the de-annexation of the above-described immovable property into the corporate limits of St. Tammany Parish that the boundaries of the City of Mandeville shall thereafter be as set forth and described on the process verbal attached hereto and made a part hereof.

BE IT FURTHER ORDAINED, that all sections and provisions of this ordinance be deemed separate and severable, and that in the event that any one or more of the provisions of this ordinance be deemed unenforceable or unconstitutional by any final judgment, order, or decree of any court of competent jurisdiction, that such finding shall have no effect on the remaining sections and provisions of this ordinance.

BE IT FURTHER ORDAINED that the Clerk of this Council be and they are hereby authorized and empowered to take any and all actions which they, in the exercise of their discretion, deems necessary to promulgate the provisions of this ordinance.

The ordinance being submitted to a vote, the vote thereon was as follows:

AYES: 4 (Zuckerman, McGuire, Strong-Thompson, Discon)

NAYS: 1 (Vogeltanz)

ABSENT: 0

ABSTENTIONS: 0

and the ordinance was declared adopted this 11th day of July, 2024



Alex Weiner
Interim Clerk of Council



Scott Discon
Council Chairman

SUBMITTAL TO MAYOR

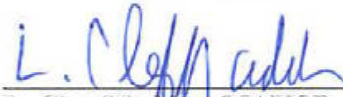
The foregoing Ordinance was **SUBMITTED** by me to the Mayor of the City of Mandeville this 16th day of July, 2024 at 9:00 o'clock a.m.



INTERIM CLERK OF COUNCIL

APPROVAL OF ORDINANCE

The foregoing Ordinance is by me hereby **APPROVED**, this 16 day of July, 2024 at 1015 o'clock a.m.


L. Clay Madden, MAYOR

VETO OF ORDINANCE

The foregoing Ordinance is by me hereby **VETOED**, this _____ day of July, 2024, at _____ o'clock ____m.

L. Clay Madden, MAYOR

RECEIPT FROM MAYOR

The foregoing Ordinance was **RECEIVED** by me from the Mayor of the City of Mandeville this 16th day of July, 2024 at 10:30 o'clock a.m.



INTERIM CLERK OF COUNCIL

CERTIFICATE

I, THE UNDERSIGNED Clerk of the City Council of the City of Mandeville do hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the City Council of the City of Mandeville at a duly noticed, called and convened meeting of said City Council held on the 11th day of July, 2024 at which a quorum was present and voting. I do further certify that said Ordinance has not thereafter been altered, amended, rescinded, or repealed.

WITNESS MY HAND and the seal of the City of Mandeville this 16th day of July, 2024.



INTERIM CLERK OF COUNCIL

Staff Notes

MN2024-01 (De-Annexation of Parcel located at the intersection of Lasalle Street & North Causeway Blvd - Mandeville, LA).

Civil DA (jalphonse) - As per La.R.S. 33:176, de-annexation occurs using the same “petition and ordinance” procedure provided in La.R.S. 33:171, et seq.

Deficiencies noted include: (1) Lack of a map being provided with notice, although a legal description was included. Maps were later obtained from Paul Mayronne; (2) Lack of confirmation from Registrar of Voter as to no residing voters, although lack of registered voters appears obvious.

Parish’s timing pertaining to Mandeville is contained in La. R.S. 33:172(F), being 45 days after receipt of resolution to concur, reject or take no action. Notice required to Mandeville within 10 days of a Council vote on proposed de-annexation. De-annexation would be deemed approved after 45 days with no action taken. Rejection of de-annexation proceeds to an arbitration proceeding.

Parish entered into a Growth Management, Annexation, and Revenue Sharing Agreement with Sales Tax District No. 3 and the City of Mandeville effective January 1, 2024 (the “Agreement”). The Exhibit to the Agreement identifies the subject property as annexed and in Priority/Area 1. Subject parcel, on its own, is undeveloped and/or lacking improvements. No sharing of sales tax is contemplated for an undeveloped Area 1 parcel. Agreement does not appear to address de-annexation and/or contraction of City.

It has been represented that City of Mandeville will subdivide the subject parcel, separating it from the remainder of the presently-existing parcel. Assuming a successful de-annexation, application will be made with Parish to assimilate subject parcel into the adjoining Banner Ford parcel. Zoning of subject parcel should revert to the Banner Ford parcel.

Banner Ford’s presently-existing parcel is sited in Area 1. Being developed, the Area1 division is already 80% City and 20% Parish. Note that sales taxes from vehicle sales are sited elsewhere based on buyer’s location/residence. Sales taxes from vehicle service/parts are generated on site.

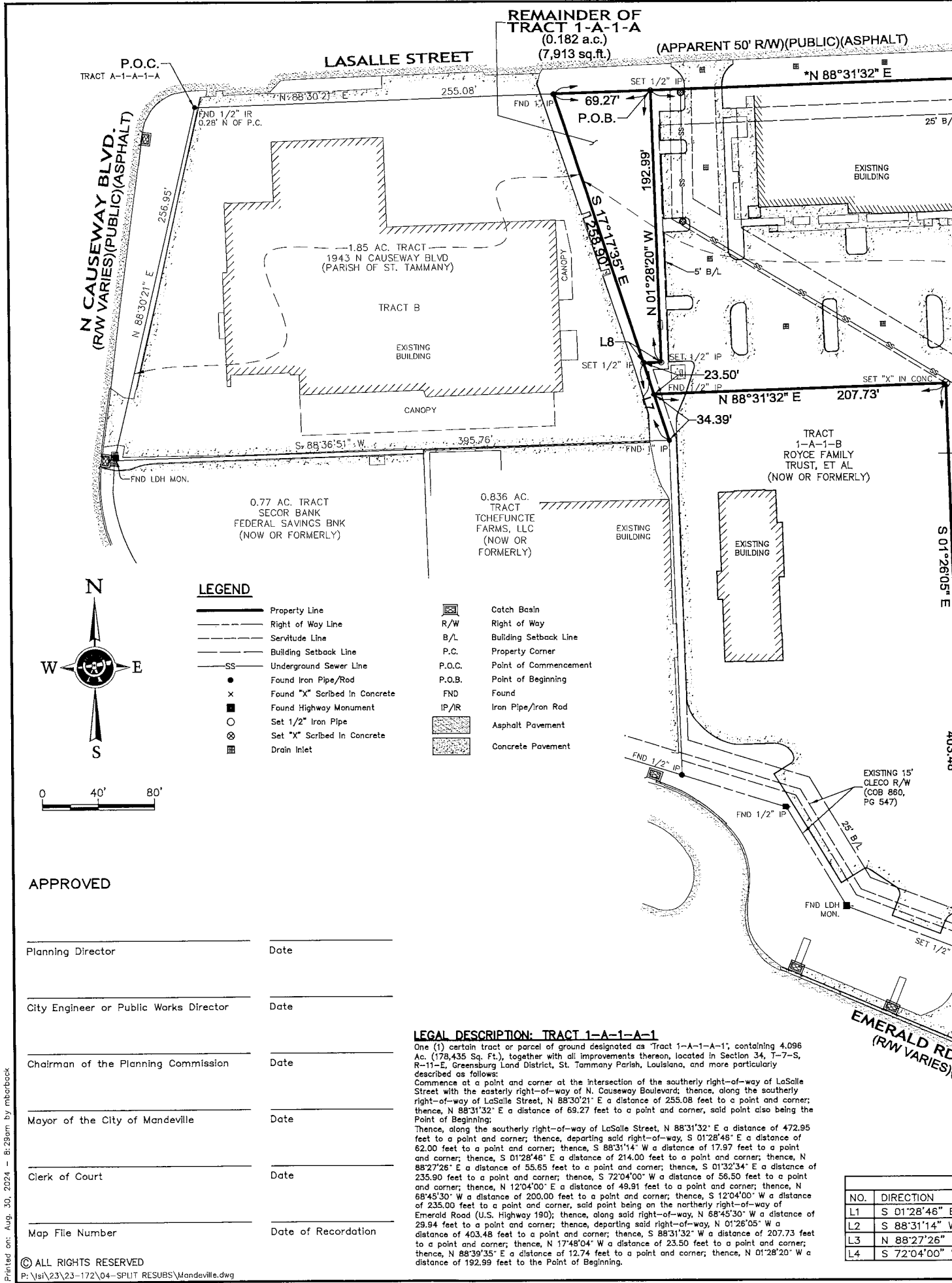
Public Works – (jlobrano) – No public Works Issues

Planning - Is not a zoning intensification, city zoning is B-2 (Highway Business District); Parish zoning is HC-3 (Highway Commercial).

DES - No DES Issues.

Finance (rdufor) - After De-Annexation 20% of Sales Tax will go to the Parish and 80% to Mandeville. Currently it is 100% Mandeville.

Engineering – (treynolds) - After reviewing this request for “Deannexation” from the City of Mandeville, permitting, traffic and drainage requirements will be handled through STP. Any comments/requirements necessary for this property will be handed through the applicable permitting requirements



Printed on: Aug. 30, 2024 - 8:29am by mbarback



Date _____

Date _____

Date _____

File No.

Commence at a point and corner at the intersection of the southerly right-of-way of LaSalle Street with the easterly right-of-way of N. Causeway Boulevard, said point also being the Point of Beginning; Thence, along the southerly right-of-way of LaSalle Street, N 88°30'21" E a distance of 255.08 feet to a point and corner; thence, N 88°31'32" E a distance of 69.27 feet to a point and corner; thence, bearing said right-of-way, S 88°33'35" W a distance of 12.74 feet to a point and corner; thence, S 17°48'04" W a distance of 57.89 feet to a point and corner; thence, S 88°36'51" W a distance of 356.76 feet to a point and corner, said point being on the easterly right-of-way of N. Causeway Boulevard; thence, along said right-of-way, N 88°30'21" E a distance of 256.95 feet to the Point of Beginning.

NO.	DIRECTION
L1	S 01°28'46" E
L2	S 88°31'14" W
L3	N 88°27'26" W
L4	S 72°04'00" W