

1 Introduced August 13, 2019, by Councilman
2 Borchert, seconded by Councilman Tamborella,
3 (by request of Administration)

4 **Item No. 19-08-3288**

5 **ORDINANCE NO. 3955**

6
7 An ordinance of the Slidell City Council authorizing the Mayor to enter into an
8 Act of Cash Sale with reservation of drainage servitude, conveying a 22.5 foot strip of land
9 to NLA Slidell, LLC, less and except the Lakewood Ditch #1A underground drainage
10 improvements.

11 BE IT ORDAINED by the City Council that:

12
13 WHEREAS, pursuant to the Act of Cash Sale between Slidell Development
14 Company, L.L.C. ("SDC") and the City recorded on August 14, 2009, in the conveyance
15 records of St. Tammany Parish, Louisiana as Instrument 1736817, SDC conveyed to the
16 City certain areas of land known as the relocated Lakewood Ditch for drainage purposes
17 (collectively, the "Lakewood Ditch Property");

18 WHEREAS, pursuant to the Act of Cash Sale between SDC and NLA Slidell,
19 LLC, an Alabama limited liability company ("NLA") recorded on December 10, 2018, in the
20 conveyance records of St. Tammany Parish, Louisiana as Instrument 2138918, SDC
21 conveyed to NLA those two (2) certain tracts of land described as Parcels 1-A and 1-B on
22 the plat entitled "Administrative Re-Subdivision of Parcel 1 Fremaux Town Center
23 Subdivision into Parcel 1-A and Parcel 1-B Fremaux Town Center Subdivision" recorded
24 on October 2, 2018, as Map File No. 5790A in the official records of St. Tammany Parish,
25 Louisiana (the "Administrative Re-Subdivision Plat");

26 WHEREAS, NLA desires to purchase from the City a portion of the Lakewood
27 Ditch Property containing 0.120 acres and described as the "22.5' Right of Way For
28 Lakewood Ditch #1A" on the Administrative Re-Subdivision Plat and further described on
29 Exhibit A attached hereto (the "Ditch #1A Land"), in order for the Ditch #1A Land to be
30 developed in combination with the above two (2) described tracts of land owned by NLA
31 that are located adjacent to the Ditch #1A Land;

32 WHEREAS, the Ditch #1A Land was acquired by the City for purposes of
33 drainage, which drainage is now being provided by subsurface storm drainage
34 improvements consisting of a concrete box culvert owned by the City and located below
35 the surface of the Ditch #1A Land and, therefore, the surface of the Ditch #1A Land is no
36 longer needed for public purposes;

37 WHEREAS, the City desires to sell to NLA the Ditch #1A Land, in order for the
38 Ditch #1A Land to be included within and used as part of the Fremaux Town Center
39 Development and to relieve the City with respect to potential liability and maintenance

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4 responsibility as the owner of the surface of the Ditch #1A Land, subject to (a) the City
5 retaining ownership of all storm drainage improvements now or hereafter located below the
6 surface of the Ditch #1A Land, (b) the City reserving an exclusive servitude of right of use,
7 easement and right of way below the surface of the Land, (c) the City reserving a servitude
8 of drainage below the Ditch #1A Land, and (d) the City reserving a servitude of right of
9 use, easement and right-of-way over, on and/or across the Ditch #1A Land solely for the
10 purposes of operating, repairing and/or maintaining the storm drainage improvements now
11 or hereafter located below the surface of the Ditch #1A Land, subject to the City being
12 obligated to promptly repair any damages to the permanent improvements now or
13 hereafter located on or above the surface of the Ditch #1A Land that result from the City or
14 its contractors constructing, operating, repairing, maintaining, modifying and/or improving
15 the City's underground storm drainage improvements;

16 WHEREAS, NLA desires to purchase the Ditch #1A Land from the City subject
17 to the foregoing terms, provided, NLA, its successors and assigns is granted the exclusive
18 and unrestricted right as owner of the Ditch #1A Land to develop and use the surface of
19 the Ditch #1A Land as a parking lot and in connection therewith to construct a permanent
20 parking lot, driveways, sidewalks and related improvements (excluding any other type of
21 improvements, including, without limitation, buildings) on or above the surface of the Ditch
22 #1A Land;

23 WHEREAS, under the provisions of LSA-R.S. 33:4712, a municipality may sell
24 or otherwise dispose of property to private persons at private sale which is, in the opinion
25 of the governing authority, not needed for public purposes;

26 WHEREAS, on July 2, 2019, J. John Gasparre, MAI, Certified General Real
27 Estate Appraiser with Newmark Knight Frank performed an appraisal report (herein the
28 "Appraisal") for the Ditch #1A Land and determined that the fair market value of the Ditch
29 #1A Land was Twenty-Five Thousand and No/100 Dollars (\$25,000.00);

30 WHEREAS, the City desires to enter into an Act of Cash Sale in substantially
31 the same form attached hereto as Exhibit B, transferring to NLA ownership of the Ditch
32 #1A Land, less and except all storm drainage improvements now or hereafter located
33 below the surface of the Ditch #1A Land, and reserving the servitudes described
34 hereinabove for no less than the appraised value; and

35 WHEREAS, the public purpose to be served by the execution of the
36 aforementioned Act of Cash Sale is to ensure public safety and health;

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4 BE IT FURTHER ORDAINED by the Slidell City Council, that:

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6 **SECTION 1:** All of the foregoing "WHEREAS" clauses are adopted as part of this
7 ordinance.

8 **SECTION 2.** The City shall convey to NLA the Ditch #1A Land, less and except all
9 storm drainage improvements now or hereafter located below the surface of the Ditch #1A
10 Land, and reserving the servitudes described hereinabove, pursuant to an Act of Cash
11 Sale substantially in the form attached hereto as Exhibit B in consideration of the sum of
12 Thirty Two Thousand and No/100 Dollars (\$32,000.00) payable in cash at closing.

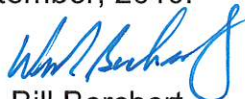
13 **SECTION 3:** The Mayor is hereby authorized and directed for and on behalf of the
14 City to execute and deliver an Act of Cash Sale substantially in the form attached hereto
15 as Exhibit B and to take all other necessary action and to execute all other instruments or
16 documents in connection therewith.

17 **SECTION 4:** All ordinances or resolutions, or parts thereof, in conflict herewith are
18 hereby repealed.

19 This Ordinance, having been submitted to a vote of the City Council, acting as
20 the governing authority of the City of Slidell, the vote thereon was as follows:

21
22 YEAS: 9 NAYS: 0 ABSENT: 0 ABSTAIN: 0
23

24 **ADOPTED** this 10th day of September, 2019.

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27 Bill Borchert
28 President of the Council
29 Councilman-at-Large

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32 Greg Cromer
33 Mayor

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36 Thomas P. Reeves
37 Council Administrator

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DELIVERED	9/12/19
10:00am	to the Mayor
RECEIVED	9/13/19
1:15pm	from the Mayor

4 **EXHIBIT A**

5
6 **Ditch #1A Land**

7 A certain tract or parcel of land designated as a "22.5' RIGHT OF WAY FOR LAKEWOOD
8 DITCH #1A" containing 0.120 acres or 5,220 square feet, situated on a portion of Lot 1A of the
9 Robert Levis Development L.L.C. Properties, located in Sections 11 & 14, Township 9 South,
10 Range 14 East, Greensburg Land District, City of Slidell, St. Tammany Parish, Louisiana and being
11 more particularly described as follows:

12 Commencing at the corner common to Sections 10, 11, 14 and 15, located along the southern right-
13 of-way of Daney Street, said point being the "POINT OF COMMENCEMENT" and labeled
14 "P.O.C." on that certain Plat showing Resubdivision of Tracts 1, 2 & 5 into Tracts 1A, 1B, 2A, 2B,
15 2C, 2D and Tract 5 of Bayer Subdivision, prepared by Acadia Land Surveying, L.L.C. and filed of
16 record April 1, 2008 in Map File No. 4652 of the Official Records of St. Tammany Parish,
Louisiana.

17 Then, continuing along said right of way line, North 89 degrees 11 minutes 00 seconds East a
18 distance of 332.00 feet to a point;

19 Then, North 89 degrees 11 minutes 00 seconds East a distance of 828.00 feet to a point;

20 Then, departing said right of way line, South 00 degrees 53 minutes 56 seconds East a distance of
426.06 feet to a point;

21 Then, North 89 degrees 14 minutes 33 seconds East a distance of 275.00 feet to a point;

22 Then, North 00 degrees 53 minutes 56 seconds West a distance of 424.53 feet to a point, located
23 along the southerly right of way line of Daney Street,

24 Then, continuing along said right of way line, along a non-tangent curve to the right having a delta
25 of 16 degrees 17 minutes 43 seconds, a radius of 300.00 feet, an arc length of 85.32 feet, a chord
26 bearing of South 76 degrees 21 minutes 57 seconds East and a chord distance of 85.03 feet to a
point;

27 Then, South 68 degrees 13 minutes 05 seconds East a distance of 38.57 feet to a point;

28 Then, along a curve to the left having a delta of 30 degrees 56 minutes 24 seconds, a radius of
29 375.00 feet, an arc length of 202.50 feet, a chord bearing of South 83 degrees 41 minutes 17
seconds East and a chord distance of 200.05 feet to a point;

30 Then, North 80 degrees 50 minutes 31 seconds East a distance of 167.84 feet to a point;

31 Then, along a curve to the right having a delta of 08 degrees 20 minutes 29 seconds, a radius of
32 1,180.00 feet, an arc length of 171.79 feet, a chord bearing of North 85 degrees 00 minutes 45
seconds East and a chord distance of 171.64 feet to a point;

33 Then, North 89 degrees 11 minutes 00 seconds East a distance of 457.12 feet to a point;

34 Then, departing said right of way line, South 00 degrees 54 minutes 24 seconds East a distance of
35 305.86 feet to a point;

36 Then, North 88 degrees 52 minutes 00 seconds East a distance of 96.48 feet to a point;

37 Then, North 89 degrees 12 minutes 00 seconds East a distance of 659.91 feet to a point;

38 Then, North 00 degrees 49 minutes 38 seconds West a distance of 330.00 feet to a point;

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4 Then, South 89 degrees 48 minutes 29 seconds East a distance of 87.29 feet to a point;
5 Then, North 30 degrees 15 minutes 15 seconds East a distance of 121.88 feet to a point;
6 Then, North 12 degrees 42 minutes 53 seconds East a distance of 121.63 feet to a point;
7 Then, North 02 degrees 51 minutes 46 seconds West a distance of 32.86 feet to a point;
8 Then, North 13 degrees 49 minutes 48 seconds West a distance of 90.97 feet to a point;
9 Then, North 89 degrees 09 minutes 03 seconds East a distance of 15.43 feet to a point;
10 Then, North 12 degrees 18 minutes 35 seconds West a distance of 2.41 feet to a point;
11 Then, North 03 degrees 52 minutes 55 seconds West a distance of 173.82 feet to a point;
12 Then, North 14 degrees 24 minutes 36 seconds East a distance of 160.77 feet to a point, said point
13 being located along the southerly right of way line of U.S. Highway No. 90 - Shortcut Highway;
14 Then, continuing along said right of way line, South 65 degrees 44 minutes 07 seconds East a
15 distance of 205.13 feet to a point;
16 Then, South 65 degrees 49 minutes 03 seconds East a distance of 282.98 feet to a point;
17 Then, South 22 degrees 11 minutes 41 seconds East a distance of 22.23 feet to a point, said point
18 being the intersection of the southerly right of way line of U.S. Highway No. 90 - Shortcut Highway
19 and the westerly right of way line of Interstate Highway No. 10;
20 Then, continuing along the westerly right of way line of Interstate Highway No. 10, South 20
21 degrees 57 minutes 02 seconds West a distance of 128.81 feet to a point;
22 Then, departing said right of way line, South 14 degrees 46 minutes 16 seconds West a distance of
23 86.64 feet to a point, said point being the "POINT OF BEGINNING,"
24 Then, South 14 degrees 46 minutes 16 seconds West a distance of 22.50 feet to a point;
25 Then, North 75 degrees 13 minutes 38 seconds West a distance of 233.81 feet to a point;
26 Then, North 24 degrees 19 minutes 16 seconds East a distance of 22.82 feet to a point;
27 Then, South 75 degrees 13 minutes 38 seconds East a distance of 230.02 feet to the "POINT OF
28 BEGINNING."

29 The above described property being shown and identified as the "22.5' Right of Way For Lakewood
30 Ditch #1A" on the plat entitled "Administrative Re-Subdivision of Parcel 1 Fremaux Town Center
31 Subdivision into Parcel 1-A and Parcel 1-B Fremaux Town Center Subdivision" recorded on
32 October 2, 2018, as Map File No. 5790A in the official records of St. Tammany Parish, Louisiana.

33 Being a portion of the same property acquired by Seller pursuant to the Act of Cash Sale between
34 Slidell Development Company, L.L.C. and Seller recorded on August 14, 2009, in the conveyance
35 records of St. Tammany Parish, as Instrument 1736817, and identified therein as "PARCEL 2".
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4 **EXHIBIT B**

5 **FORM OF ACT OF CASH SALE**

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8 **ACT OF CASH SALE** * **UNITED STATES OF AMERICA**
9 *
10 **by** *
11 *
11 **CITY OF SLIDELL** * **STATE OF LOUISIANA**
12 *
13 **to** *
14 *
15 **NLA SLIDELL, LLC** * **PARISH OF ST. TAMMANY**
16 *
17 * * * * *

18
19 **BE IT KNOWN**, that before the undersigned Notaries Public, and in the presence of the
20 respective undersigned competent witnesses, on the respective dates set forth below, but effective as
21 of _____, 2019 (the "Effective Date"), personally came and appeared:

22 **CITY OF SLIDELL** ("Seller"), herein represented and appearing through Greg
23 Cromer, Mayor, pursuant to Ordinance No. _____, duly adopted, recorded on
24 _____, 2019, in the conveyance records of St. Tammany Parish, Louisiana, as
25 Instrument _____, which said Ordinance is made a part hereof by reference
26 thereto as fully and completely as though set forth herein in its entirety,

27 and

28 **NLA SLIDELL, LLC** ("Purchaser"), an Alabama limited liability company
29 ("Purchaser"), having a mailing address of 105 Tallapoosa Street, Suite 307,
30 Montgomery, Alabama 36104, appearing through its undersigned duly authorized
31 Manager pursuant to the resolution attached hereto,

32
33 who declared that for the price of Thirty-Two Thousand and No/100 Dollars (\$32,000.00) cash (the
34 "Purchase Price"), the receipt and adequacy of which is acknowledged, Seller does hereby grant,
35 bargain, sell, convey and deliver to Purchaser with warranty of title only as to acts and deeds by,
36 through or under Seller, without any other warranties whatsoever, but with complete transfer,
37 subrogation and assignment of all rights and actions against all former owners, the land described
38 on **Exhibit A** attached hereto (the "Land") **LESS AND EXCEPT** the storm drainage
39 improvements now or hereafter located directly below the surface of the Land and more fully

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4 described on Exhibit B attached hereto (the "Underground Drainage Improvements"). The Land,
5 less and except the Underground Drainage Improvements, is hereinafter referred to as the
6 "Property".

7
8 Seller and Purchaser hereby acknowledge, stipulate and agree that by their execution of this
9 Act of Cash Sale and the recordation of the same in the conveyance records of St. Tammany Parish,
10 Louisiana pursuant to La. Civ. Code article 491, the ownership of the Land and the ownership of the
11 Underground Drainage Improvements are hereby separated, one from the other and that,
12 accordingly, Purchaser, its successors and assigns shall hereafter own the Land, including
13 everything above the Land, but excluding any right to use the subsurface of the Land as hereinafter
14 provided in the Servitude, and that Seller, its successors and assigns shall hereafter own the
15 Underground Drainage Improvements, together with the exclusive right to use the subsurface of the
16 Land as hereinafter provided in the Servitude.

17
18 Purchaser acknowledges the possession and delivery of the Property subject to that certain
19 "20' Maintenance Right of Way for Lakewood Ditch" shown on the plat attached as Schedule 2 to
20 the Act of Cash Sale by and between Slidell Development Company, L.L.C. and the City of Slidell
21 dated June 3, 2009, recorded August 14, 2009, at Instrument No. 1736817, official records of St.
22 Tammany Parish, Louisiana, and on the Administrative Re-Subdivision plat dated September 10,
23 2018, prepared by Byron J. Oncale, P.L.S. recorded on October 2, 2018, under Map File No.
24 5790A, official records of St. Tammany Parish, Louisiana.

25
26 It is expressly agreed that Purchaser shall have the exclusive and unrestricted right to
27 develop and use the surface of the Land as a parking lot and in connection therewith to construct a
28 permanent parking lot, driveways, sidewalks and related improvements on the surface of the Land,
29 and that Seller shall not have any right to demand the removal, alteration or modification of such
30 improvements, provided, however, Purchaser shall not be entitled to construct any other type of
31 permanent improvements, including, without limitation, buildings, on or above the surface of the
32 Land. It is further agreed that Seller shall not have any obligations or liabilities whatsoever with
33 respect to any of the permanent improvements now or hereafter constructed by Purchaser on the
34 surface of the Land. The foregoing use restrictions (the "Restrictions") shall (a) be a burden on the
35 Land, appurtenant to and for the benefit of (i) Seller as owner of the Drainage Improvements and
36 the Servitude reserved herein, and (ii) Purchaser as owner of the Land, including everything above
37 the Land, subject to the Servitude reserved herein, and (b) run with the Land and be binding on
38 Seller and Purchaser and their respective successors and assigns. Seller hereby abandons that certain
39 "22.5' Right of Way for Lakewood Ditch #1A" also shown on the plat attached to the aforesaid
Cash Sale and Administrative Re-Subdivision plat, and in lieu thereof, Seller hereby reserves (a) an
exclusive servitude of right of use, easement and right of way below the surface of the Land,
Purchaser hereby waiving all rights it has as owner of the Land to use the subsurface of the Land,
(b) a servitude of drainage below the surface of the Land, and (c) a servitude of right of use,
easement and right-of-way over on and/or across the surface of the Land solely for the purposes of
operating, repairing and/or maintaining the Underground Drainage Improvements (collectively, the

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4 “Servitude”). The Underground Drainage Improvements shall be operated, repaired and maintained
5 by Seller at its sole cost and expense. Seller shall be obligated to promptly repair any damages to
6 the permanent improvements now or hereafter located on or above the surface of the Land that
7 result from Seller or its contractors constructing, operating, repairing, maintaining, modifying
8 and/or improving the Underground Drainage Improvements.

9 This transfer is made without any warranties of title whatsoever, whether expressed or implied,
10 except for the acts of Seller or anyone claiming by, through or under Seller; (a) this transfer is made
11 without any warranty whatsoever as to the condition or fitness of the Property for any purpose, whether
12 expressed or implied, including, but not limited to, any warranties against redhibitory defects; and (b)
13 Purchaser expressly waives the benefit of any and all such warranties. Without limiting the foregoing,
14 Purchaser declares and acknowledges that it has had ample opportunity to examine the Property in
15 connection with the use to which Purchaser intends to make of the Property, that it accepts the Property
16 “as is,” “where is” and “with all faults,” including, but not limited to, all environmental vices or
17 defects; and that it specifically relieves and releases Seller from any and all claims for vices or defects
18 in the Property, whether obvious or latent, known or unknown; and that it specifically and particularly
19 waives any and all claims or causes of action for redhibition pursuant to La. Civ. Code article 2520 et
20 seq. or diminution of the consideration pursuant to La. Civ. Code article 2541 et seq., for concealment
21 and/or any other theory of law. However, Seller subrogates Purchaser in and to all rights and action in
22 warranty which Seller has or may have against previous owners and vendors of the Land.

23 The parties hereto waive the production of mortgage, conveyance, and paving ordinance
24 certificates and of City and State tax researches, and paving and other local improvement
25 researches, and the said parties exonerate the undersigned Notaries Public from any responsibility
26 for the non-production thereof. No title work has been requested of the undersigned Notaries Public
27 and no title opinion has been given by the undersigned Notaries Public.

28 If any provision of this Act of Cash Sale shall be held invalid, illegal, or unenforceable in
29 any respect, such invalidity, illegality or unenforceability shall not apply to or affect any other
30 provision hereof, but this Act of Cash Sale shall be construed as if such invalidity, illegality, or
31 unenforceability did not exist.

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

34 *****Remainder of Page Intentionally Blank*****
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5 This act has been signed by Seller at St. Tammany Parish, Louisiana, on the ____ day of
6 _____, 2019, in the presence of the subscribing witnesses and undersigned Notary Public.

7 **WITNESSES:**

SELLER:

8
9 **CITY OF SLIDELL**

10 _____
11 Name: _____

12 By: _____
13 Greg Cromer, Mayor

14 Name: _____
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18 _____
NOTARY PUBLIC
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1 **ORDINANCE NO. 3955**
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5 This act has been signed by Purchaser in Montgomery County, Alabama, on the ____ day of
6 _____, 2019, in the presence of the subscribing witnesses and undersigned Notary Public.

7 **WITNESSES:**

8
9
10 _____
11 Name: _____

12
13 _____
14 Name: _____

PURCHASER:

9 **NLA SLIDELL, LLC**, an Alabama limited
10 liability company

11 By: Net Lease Alliance, LLC, a Tennessee
12 limited liability company, its Manager

13 By: _____
14 Sam L. Colson, CFO

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19 _____
20 **NOTARY PUBLIC**
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5 **EXHIBIT A**

6
7 **THE LAND**

8 A certain tract or parcel of land designated as a "22.5' RIGHT OF WAY FOR LAKEWOOD
9 DITCH #1A" containing 0.120 acres or 5,220 square feet, situated on a portion of Lot 1A of the
10 Robert Levis Development L.L.C. Properties, located in Sections 11 & 14, Township 9 South,
11 Range 14 East, Greensburg Land District, City of Slidell, St. Tammany Parish, Louisiana and being
12 more particularly described as follows:

13 Commencing at the corner common to Sections 10, 11, 14 and 15, located along the southern right-
14 of-way of Daney Street, said point being the "POINT OF COMMENCEMENT" and labeled
15 "P.O.C." on that certain Plat showing Resubdivision of Tracts 1, 2 & 5 into Tracts 1A, 1B, 2A, 2B,
16 2C, 2D and Tract 5 of Bayer Subdivision, prepared by Acadia Land Surveying, L.L.C. and filed of
17 record April 1, 2008 in Map File No. 4652 of the Official Records of St. Tammany Parish,
18 Louisiana.

19 Then, continuing along said right of way line, North 89 degrees 11 minutes 00 seconds East a
20 distance of 332.00 feet to a point;

21 Then, North 89 degrees 11 minutes 00 seconds East a distance of 828.00 feet to a point;

22 Then, departing said right of way line, South 00 degrees 53 minutes 56 seconds East a distance of
23 426.06 feet to a point;

24 Then, North 89 degrees 14 minutes 33 seconds East a distance of 275.00 feet to a point;

25 Then, North 00 degrees 53 minutes 56 seconds West a distance of 424.53 feet to a point, located
26 along the southerly right of way line of Daney Street,

27 Then, continuing along said right of way line, along a non-tangent curve to the right having a delta
28 of 16 degrees 17 minutes 43 seconds, a radius of 300.00 feet, an arc length of 85.32 feet, a chord
29 bearing of South 76 degrees 21 minutes 57 seconds East and a chord distance of 85.03 feet to a
30 point;

31 Then, South 68 degrees 13 minutes 05 seconds East a distance of 38.57 feet to a point;

32 Then, along a curve to the left having a delta of 30 degrees 56 minutes 24 seconds, a radius of
33 375.00 feet, an arc length of 202.50 feet, a chord bearing of South 83 degrees 41 minutes 17
34 seconds East and a chord distance of 200.05 feet to a point;

35 Then, North 80 degrees 50 minutes 31 seconds East a distance of 167.84 feet to a point;

36 Then, along a curve to the right having a delta of 08 degrees 20 minutes 29 seconds, a radius of
37 1,180.00 feet, an arc length of 171.79 feet, a chord bearing of North 85 degrees 00 minutes 45
38 seconds East and a chord distance of 171.64 feet to a point;

39 Then, North 89 degrees 11 minutes 00 seconds East a distance of 457.12 feet to a point;

Then, departing said right of way line, South 00 degrees 54 minutes 24 seconds East a distance of
305.86 feet to a point;

Then, North 88 degrees 52 minutes 00 seconds East a distance of 96.48 feet to a point;

Then, North 89 degrees 12 minutes 00 seconds East a distance of 659.91 feet to a point;

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4 Then, North 00 degrees 49 minutes 38 seconds West a distance of 330.00 feet to a point;
5 Then, South 89 degrees 48 minutes 29 seconds East a distance of 87.29 feet to a point;
6 Then, North 30 degrees 15 minutes 15 seconds East a distance of 121.88 feet to a point;
7 Then, North 12 degrees 42 minutes 53 seconds East a distance of 121.63 feet to a point;
8 Then, North 02 degrees 51 minutes 46 seconds West a distance of 32.86 feet to a point;
9 Then, North 13 degrees 49 minutes 48 seconds West a distance of 90.97 feet to a point;
10 Then, North 89 degrees 09 minutes 03 seconds East a distance of 15.43 feet to a point;
11 Then, North 12 degrees 18 minutes 35 seconds West a distance of 2.41 feet to a point;
12 Then, North 03 degrees 52 minutes 55 seconds West a distance of 173.82 feet to a point;
13 Then, North 14 degrees 24 minutes 36 seconds East a distance of 160.77 feet to a point, said point
14 being located along the southerly right of way line of U.S. Highway No. 90 - Shortcut Highway;
15 Then, continuing along said right of way line, South 65 degrees 44 minutes 07 seconds East a
16 distance of 205.13 feet to a point;
17 Then, South 65 degrees 49 minutes 03 seconds East a distance of 282.98 feet to a point;
18 Then, South 22 degrees 11 minutes 41 seconds East a distance of 22.23 feet to a point, said point
19 being the intersection of the southerly right of way line of U.S. Highway No. 90 - Shortcut Highway
20 and the westerly right of way line of Interstate Highway No. 10;
21 Then, continuing along the westerly right of way line of Interstate Highway No. 10, South 20
22 degrees 57 minutes 02 seconds West a distance of 128.81 feet to a point;
23 Then, departing said right of way line, South 14 degrees 46 minutes 16 seconds West a distance of
24 86.64 feet to a point, said point being the "POINT OF BEGINNING,"
25
26 Then, South 14 degrees 46 minutes 16 seconds West a distance of 22.50 feet to a point;
27 Then, North 75 degrees 13 minutes 38 seconds West a distance of 233.81 feet to a point;
28 Then, North 24 degrees 19 minutes 16 seconds East a distance of 22.82 feet to a point;
29 Then, South 75 degrees 13 minutes 38 seconds East a distance of 230.02 feet to the "POINT OF
30 BEGINNING."

31 The above described property being shown and identified as the "22.5' Right of Way For Lakewood
32 Ditch #1A" on the plat entitled "Administrative Re-Subdivision of Parcel 1 Fremaux Town Center
33 Subdivision into Parcel 1-A and Parcel 1-B Fremaux Town Center Subdivision" recorded on
34 October 2, 2018, as Map File No. 5790A in the official records of St. Tammany Parish, Louisiana.

35 Being a portion of the same property acquired by Seller pursuant to the Act of Cash Sale between
36 Slidell Development Company, L.L.C. and Seller recorded on August 14, 2009, in the conveyance
37 records of St. Tammany Parish, as Instrument 1736817, and identified therein as "PARCEL 2".
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4
5 **EXHIBIT B**

6
7 **THE UNDERGROUND DRAINAGE IMPROVEMENTS**

8 That certain dual-opening 10'x8' reinforced concrete box culvert (per LADOTD standard detail)
9 with an invert elevation of (-) 2.22' as provided from a topographic survey, located directly below
10 the surface of the Land described on Exhibit A of this Act of Cash Sale and being a segment of the
11 storm drainage facility known as the "Lakewood Ditch", including, any modifications thereof, and
12 any other similar storm drainage system improvements hereafter installed or located directly below
13 the surface of the Land.
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