NOTICE OF PUBLIC MEETING MANDEVILLE CITY COUNCIL MEETING AGENDA THURSDAY, JANUARY 11, 2024, at 6:00PM MANDEVILLE CITY HALL 3101 E. CAUSEWAY APPROACH MANDEVILLE, LOUISIANA 70448

CALL TO ORDER
PLEDGE OF ALLEGIANCE

MINUTES:

1. Adoption of the December 14, 2023, Regular Meeting Minutes

REPORTS & ANNOUNCEMENTS:

OLD BUSINESS:

1.Adoption of Ordinance No. 23-37: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE PURCHASE OF 1.3 ACRES LOT 7A-1 RESUB OF LOT 7A SQ 34 MANDEVILLE AND LOT 7A-2 RESUB OF LOT 7A SQ 34 MANDEVILLE, LOUISIANA; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH (Councilwoman McGuire, District III)

2. Adoption of Ordinance No. 23-38; AN ORDINANCE FOR THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO AMEND ORDINANCE NUMBER 23-26, THE CAPITAL BUDGET OF THE CITY OF MANDEVILLE AND FOR OTHER MATTERS IN CONNECTION THEREWITH (Councilman Kreller, District II)

NEW BUSINESS:

1.Introduction of Ordinance No. 24-01; AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO EFFECT THE ANNEXATION OF A PORTION OF GROUND SITUATED IN CHINCHUBA SUBDIVISION, SECTION 34, TOWNSHIP 7 SOUTH RANGE 11 EAST INTO THE CORPORATE LIMITS OF THE CITY OF MANDEVILLE DESIGNATING AND ASSIGNING THE PROPERTY FOR PURPOSES OF ZONING AS B-2, HIGHWAY BUSINESS DISTRICT AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH (Councilman Kreller, District II)

PUBLIC COMMENT:

PROJECTS IN PROGRESS:

ADJOURNMENT

Kristine Scherer Council Clerk

City of Mandeville-3101 E. Causeway Approach-Mandeville, LA 70448

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact, Kristine Scherer, Council Clerk, at (985) 624-3145, describing the assistance that is necessary.

DATE OF NOTICE: January 4, 2024, 1:00 pm

POSTED AT: MANDEVILLE CITY HALL, 3101 E. CAUSEWAY APPROACH, MANDEVILLE, LOUISIANA

ORDINANCE NO. 23-37

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY DOCUMENTS FOR THE PURCHASE OF 1.3 ACRES LOT 7A-1 RESUB OF LOT 7A SQ 34 MANDEVILLE AND LOT 7A-2 RESUB OF LOT 7A SQ 34 MANDEVILLE, LOUISIANA; AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the Mandeville City Council authorized the Mayor to obtain an appraisal and negotiate a purchase agreement with Chris Trepagnier ("The Owner"), for the City's acquisition of approximately one and one-third acres lot, described as 7A-1 Resub of Lot 7A, Square 34 and Lot 7A-2 of Lot 7A, of Square 34 in City of Mandeville, St. Tammany Parish, Louisiana under Resolution No. 23-46 which was adopted on November 16, 2023; and

WHEREAS, an appraisal by Lake Parishes Appraisal Services, LLC estimated the fair market value of the immovable property, otherwise known as Lots 7A-1 and 7A-2, to be \$355,000 each, totaling \$710,000.00. Total costs of the appraisal were \$500.00. (See Appraisal attached hereto as Exhibit "A1"); and

WHEREAS, the City of Mandeville is desirous of obtaining municipal ownership of said property as described above for the purpose of taking it out of commerce, creating recreational and green space, using it for drainage and absorption purposes, and other purposes deemed appropriate by the City; and

WHEREAS, the Owners of that certain real property is desirous of selling said property to the City of Mandeville for a price of \$710,000.00; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville that the Mayor of the City of Mandeville be authorized and empowered to execute all necessary documents on behalf of the City of Mandeville with the Owners in order to purchase the following described real estate for an amount up to but not to exceed \$710,000.00, plus reasonable closing costs associated with said transaction, and said conveyance from Seller shall be free and clear of all mortgages, judgments, liens, or other encumbrances:

ALL THAT CERTAIN PIECE OR PORTION OF LAND, together with all the buildings and improvements thereon, and all the rights, ways, means, privileges, servitudes, prescriptions, appurtenances and advantages thereunto, belonging or in anywise appertaining thereto, situated on 1.3 ACRES7A-1 Resub of Lot 7A, Square 34 and Lot 7A-2 of Lot 7A, of Square 34 in City of Mandeville, St. Tammany Parish bearing municipal addresses of 407 Carroll St. and 411 Carroll St.

More fully described in the Property Description attached as Exhibit A to the Purchase Agreement, and incorporated herein as Exhibit A2.

BE IT FURTHER ORDAINED, that this Ordinance shall take effect immediately upon the signature of the Mayor of the City of Mandeville; and

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

The ordinance being submitted to a vote	e, the vote thereon was as follow	's:
AYES: NAY: ABSTENTIONS: ABSENT:		
and the Ordinance was declared adopted this _	th day of, 2023	
/s/	/s/	
Kristine Scherer	Jason Zuckerman	
Clerk of Council	Council Chairman	

DATE

LOUISIANA RESIDENTIAL AGREEMENT TO BUY OR SELL

200,02 47 (120,02 47)					
		RE/MAX ALLIANCE			
Listing Firm	_	Selling Firm			
	L Dual	FELICITY KAHN			0995686787
Seller's Designated Agent Name ("Seller's agent") & License Number	Agent	Buyer's Designated A Number	Agent Name	e ("Buyer's ager	t") & License
		RE/MAX ALLIANCE			0995688505
Brokerage Name & License Number		Brokerage Name & I	License Nur	mber	
		504-723-4320		985-674-5612	
Agent Phone Number Brokerage Phone Number		Agent Phone Number	er	Brokerage Pho	ne Number
		FELICITY@FELICITYKA	HN.COM		
Email Address		Email Address			
Name of Agent Receiving Agreement from Designated A	gent Da	ay Date		Time	_ AM _ PM
Agreement transmitted by 🗹 electronic		_ L nand delivery	otner		
Signature of Designated Agent Possibles Agreement		Davi	Data	Time	A A A / D A A
Signature of Designated Agent Receiving Agreement		Day	Date	Time	AM/PM
Comments					——————————————————————————————————————
Cloatronia	Motion	e Authorization	· · · · · · · · · · · · · · · · · · ·		
Electronic	i NOUÇE	HULITUTIZALIUTI			
The BUYER further authorizes his or her agent to elect or she provided to his or her agent. Furthermore, the communications to the Buyer's agent at the email addres	BUYER	authorizes the Seller			
The SELLER further authorizes his or her agent to el he or she provide to his or her agent. Furthermore, the communications to the Seller's agent at the email addres	lectronica e SELLEF	ally deliver notices and R authorizes the Buyer	d other com	nmunications to electronically	the email address deliver notices and
The authorization contained in this Section is not an auth a Seller's agent to communicate directly with the BUYER.		n for the Buyer's agent	to commu	nicate directly v	with the SELLER or
The BUYER and SELLER agree the use of electronic doo of the signatures and documents transmitted in this real					

BUYER'S Initials_ **BUYER'S Initials**

BUYER'S Initials BUYER'S Initials

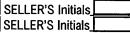
claims, demands and other communications as set forth in the Agreement.

Page 1 of 10

of electronic documents, the electronic transmission of documents, and the use of electronic signatures pertaining to this Agreement, and any supplement addendum or modification relating thereto, including but not limited to any notices, requests,

> SELLER'S Initials SELLER'S Initials









DATE

1	PROPERTY DESCRIPTION: I/We offer and agree to Buy	/Sell the property at:		
2	(Municipal Address) 407 & 411 Carroll Street			
3	City_Mandeville	; Zip_70448	; Parish_St Tammany	_; Louisiana,
4	(Legal Description)_LOT 7A-1 RESUB OF LOT 7A SQ 34 I			
5	on lands and	grounds measuring approximately	(#_1.3 Acres	
6	or as per record title; including all buildings, structu			
7	together with all fences, security systems, all installed s			
8	dishes, all installed and/or built-in appliances, all ceil			
9	mirrors, all window coverings included but not limited			
10	covering hardware, all shutters, all flooring, all carpeting			
11	doorbells, all windows, all roofing, all electrical system			
12 13	logs, and all installed lighting fixtures, chandeliers and			
14	by the SELLER prior to date of this Agreement, stand conveyed to the BUYER. The following movable items I			
15	transferred without any warranty and have no value			the Sale Price are
16	transferred without any warranty and have no value	J		
17		L 1 33		
18		11 Ti		
19				
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22	<u> </u>			
23				
24			1.8	
25	All items listed herein are included in the property sold			
26	in place at the time of signing of this Agreement to Buy			
27	lines 2 through 24 are collectively referred to herein as	the "Property.") The following items	are excluded from the Property so	old:
28				
29				
30				
31		onto l. Superiil Alteriasia) —		
32	MINERAL DIOLITO, IS 41- OFFIED 4		t- b- tt	thank
33	MINERAL RIGHTS: If the SELLER transfers		are to be transferred wrights owned by the SELLER are t	ithout warranty.
34 35	retained by the SELLER. The SELLER shall waive any r			
36		ight to use the surface for any such	reserved and retained militeral acti	1) 70
37	BUYER Clay Madden for City of Mandeville doctory with the COLUMN CST 1770012 GAME SERVED CST 1770	SELLER	ChrisTrepagnier	dotloop verified 11/20/23 7:59 PM CST 6QEC-TETG-GFNH-HUKF
38	BUYER	SELLER		TKT-TTM
39	BUYER	SELLER		
40	BUYER	SELLER	2.1110, 1110	
41	DOTEN			
42	PRICE: The Property will be sold and purchased subje	ct to title and zoning restrictions so	ervitudes of record, and law or or	dinances affecting
43	the Property for the sum of SEVEN HUNDRED TEN THOU	JSAND DOLLARS		(the "Sale Price").
44	and troporty for any same a			
45	ACT OF SALE: The Act of Sale is to be execute	d before a settlement agent or	Notary Public to be chosen by	the BUYER, on
46	JANUARY 12, 2024	, or before if mutually agreed upor	n. Any change of the date for exec	ution of the Act of
47	Sale must be mutually agreed upon in writing and signed	ed by the SELLER and the BUYER. A	At closing, the BUYER must provid	e "good funds" as
48	required by Louisiana statute LA R.S. 22:532 et seq.			
BUYER'	'S Initials BUYER'S Initials Pa	age 2 of 10 SELLER'S Initia	Als SELLER'S Initials	na Corabina (
	'S Initials BUYER'S Initials	SELLER'S Initia		elitifin .
	9.66 AM CST dictiog verified			OV LOUIS
Ro	v 01/01/2022			A VIVE

DATE

1110	of ERT BEOOM HOW (ABBRESS, STIT, STATE ELL)	
49 50 51	OCCUPANCY : Occupancy/possession and transfer of keys/access is to be granted writing.	d at Act of Sale unless otherwise mutually agreed upon in
52	CONTINGENCY FOR SALE OF BUYER'S OTHER PROPERTY:	
53 54 55	☐ This sale is contingent on the sale of other property by the BUYER and the cattached addendum shall apply.	contingency language found either in lines 343-352 or the
56 57 58 59	☑ This sale is not contingent upon the sale of other property by the BUYER nor contingent on the BUYER'S sale of any property.	is the loan needed by the BUYER to obtain the Sale Price
60	FINANCING:	
61 62 63	✓ ALL CASH SALE: The BUYER warrants the BUYER has cash readily available to	close the sale of this Property.
64 65	FINANCED SALE: This sale is conditioned upon the ability of BUYER to born N/A (\$ N/A) or U	N/A (N/A %) of the Sale Price by a mortgage
66 67 68	loan or loans at an initial interest rate not to exceed N/A a period of not less than N/A (#N/A) years, payable in monthly installments provided that these terms do not increase the cost, fees or expenses to the SELLER.	$\frac{N/A}{s}$, or on any other terms as may be acceptable to the BUYER
69 70	☐ Fixed Rate Mortgage ☐ FHA Insured Mortgage	
71	Adjustable Rate Mortgage	
72	Rural Development Bond Financing	
73	☐ VA Guaranteed Mortgage ☐ Conventional Mortgage	
74	Other	
75 76	The DIIVED agrees to pay disposed points not to avoid	/ \N/ of the least amount
76 77	The BUYER agrees to pay discount points not to exceed Other financing conditions	
78	Other infahring conditions	
79		
80		
81		
82	The BUYER acknowledges and warrants that the BUYER has available the funds with	
83	including, but not limited to, the deposit, the down payment, closing costs, pre-paid	
84	BUYER acknowledges that any terms and conditions imposed by BUYER'S lender(s)	
85	affect or extend the BUYER'S obligation to execute the Act of Sale or otherwise a	
86 87	otherwise set forth herein. The BUYER shall supply the SELLER written documentation the BUYER has given written authorization to lender to proceed with the loan appro	
88	after the date of acceptance of this offer by both parties. If the BUYER fails to n	
89	documentation of that application and BUYER'S written authorization for lender to	
90	may, at the SELLER'S option, elect, in writing, to terminate the Agreement and de	
91	written notice of the SELLER'S termination. In the event the BUYER is not able to se	, , , ,
92	or part of mortgage loan(s) under the terms set forth above.	5.
93		
94	PRORATIONS/OTHER COSTS: Real estate taxes, flood insurance premium if assur	
95	dues owed to homeowners' associations and the like for the current year are to be	
96	costs, abstracting costs, title search, title insurance and other costs required to obta	
97 98	stated herein. All necessary tax, mortgage, conveyance, release certificates or cancer by the SELLER. The SELLER shall pay all previous years' taxes, assessments,	
99	associations and the like. All special assessments bearing against the Property prior	
100	agreement, as of the date of the Act of Sale, are to be paid by the SELLER.	i to Act of Gale, other than those to be assumed by Willelf
	BUYER'S Initials BUYER'S Initials Page 3 of 10	SELLER'S Initials SELLER'S Initials



	407	& 411	Carroll Street.	Mandeville.	LA 7044	15
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11/20/2023

PRO	PERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP) DATE
101 102 103 104 105 106 107 108 109	APPRAISAL: This sale is NOT conditioned on appraisal. This sale IS conditioned on the appraisal of the Property being not less than the Sale Price. The SELLER agrees to provide the utilities and access for appraisals. If the appraised value of the Property is equal to or greater than the Sale Price, the BUYER shall pay the Sale Price agreed upon prior to the appraisal. If the appraised value is less than the Sale Price, the BUYER shall provide the SELLER with a copy of the appraisal within THREE (#3) calendar days of receipt of same, along with the BUYER'S written request for the SELLER to reduce the Sale Price. Within THREE (#3) calendar days after the SELLER'S receipt of such written documentation of the appraised value, the BUYER shall have the option to pay the Sale Price agreed upon prior to the appraisal or to void this Agreement unless the SELLER agrees in writing to reduce the Sale Price to the appraised value or all parties agree to a new Sale Price.
110 111 112 113	<u>DEPOSIT</u> : Upon acceptance of this offer, or any attached counter offer, the SELLER and the BUYER shall be bound by all terms and conditions of this Agreement, and the BUYER'S agent shall deliver within 72 hours, upon notice of acceptance of the offer, the BUYER'S deposit (the "Deposit") in the amount of(\$) or(%) of the Sale Price to be paid in the form of:
114 115 116 117 118	Cash(\$) Certified Funds(\$) Check(\$
119 120 121 122 123 124 125 126	DEPOSIT HELD BY THIRD PARTY: Louisiana Administrative Code Article Title 46, Part LXVII Section 2717 requires that funds received in a real estate sales transaction shall be deposited in the appropriate sales escrow checking account, rental trust checking account or security deposit trust checking account of the listing or managing broker ("Broker") unless all parties having an interest in the funds have agreed otherwise in writing. I agree to have the Deposit related to this transaction to be held by a third party and not in a sales escrow account maintained by the Broker. I understand that the Louisiana Real Estate Commission may not have jurisdiction over those third parties holding the funds. I have read the attached addendum and acknowledge the Broker is not legally required to disburse a security deposit in accordance with LAC 46:LXVII.2901 when a third party holds the Deposit.
127 128 129 130	BUYER SELLER SELLER SELLER BUYER SELLER SELL
131 132 133 134 135 136 137	Failure to deliver the Deposit shall be considered a default of this Agreement. If the Deposit is held by a Broker, it must be held in accordance with the rules of the Louisiana Real Estate Commission in a federally insured banking or savings and loan institution without responsibility on the part of the Broker in the case of failure or suspension of such institution. In the event the parties fail to execute an Act of Sale by date specified herein, and/or a dispute arises as to ownership of, or entitlement to, the Deposit or funds held in escrow, the Broker shall abide by the Rules and Regulations set forth by the Louisiana Real Estate Commission.
138 139 140	RETURN OF DEPOSIT : The Deposit shall be returned to the BUYER and this Agreement declared null and void without demand in consequence of the following events:
141 142 143	1) If this Agreement is declared null and void by the BUYER pursuant to the Due Diligence and Inspection Period as set forth in lines 195 through 250 of this Agreement;
144 145 146	2) If this Agreement is subject to the BUYER'S ability to obtain a loan and the loan cannot be obtained, except as stated in lines 88 through 92 of this Agreement, but only if the BUYER has made good faith efforts to obtain the loan;
147 148 149	3) If the SELLER declares the Agreement null and void for failure of BUYER to comply with written document requirements as set forth in lines 88 through 92;
150 151 152	4) If the BUYER conditions the Sale Price on an appraisal and the appraisal is less than the Sale Price and the SELLER will not reduce the Sale Price as set forth in lines 101 through 108 of this Agreement;
	BUYER'S Initials BUYER'S Initials BUYER'S Initials BUYER'S Initials SELLER'S Initials SELLER'S Initials SELLER'S Initials SELLER'S Initials



DATE

5) If the BUYER timely terminates the Agreement after having received the leases or assessments, as set forth in lines 165 through 169 of this Agreement;

6) If the SELLER is unable to timely deliver to the BUYER an approved sewerage and/or water inspection report as set forth in lines 251 through 261;

7) If the SELLER chooses not to repair or replace the sewer system(s) servicing the Property as per the SEPTIC/WATER WELL ADDENDUM, and the BUYER terminates the agreement as a result thereof;

8) If the SELLER chooses not to repair or replace the private water well system(s) as per the SEPTIC/WATER WELL ADDENDUM, and the BUYER terminates the agreement as a result thereof.

<u>LEASES/SPECIAL ASSESSMENTS</u>: The sale is conditioned upon the BUYER'S receipt of a copy of all written leases, excluding mineral leases, and unpaid special assessments from the SELLER within five calendar days of acceptance of the Agreement. Special assessments shall mean an assessment levied on Property to pay the cost of local improvements imposed by local governmental/governing authority. The BUYER will have five calendar days after receipt of the aforementioned documents to notify the SELLER whether they are acceptable to the BUYER. Security deposits, keys/access and leases are to be transferred to the BUYER at Act of Sale.

NEW HOME CONSTRUCTION: If the property to be sold is completed new construction, under construction, or to be constructed, check one:

A new home construction addendum, with additional terms and conditions, is attached.

There is no new home construction addendum.

PROPERTY CONDITION:

THE BUYER ACKNOWLEDGES THAT THE SALE PRICE OF THE PROPERTY WAS NEGOTIATED BASED UPON THE PROPERTY'S APPARENT CURRENT CONDITION; ACCORDINGLY, THE SELLER IS NOT OBLIGATED TO MAKE REPAIRS TO THE PROPERTY, INCLUDING REPAIRS REQUIRED BY THE LENDER UNLESS OTHERWISE STATED HEREIN. THE SELLER IS RESPONSIBLE FOR MAINTAINING THE PROPERTY IN SUBSTANTIALLY THE SAME OR BETTER CONDITION AS IT WAS WHEN THE AGREEMENT WAS FULLY EXECUTED.

DUE DILIGENCE AND INSPECTION PERIOD:

Effect of BUYER'S Failure to Timely Provide Written Termination or BUYER'S Request: Failure of the BUYER to timely provide written notice of termination or a written BUYER'S Request as described in lines 202 through 250 below prior to the expiration of the DDI Period shall be deemed as acceptance by the BUYER of the Property's current condition.

DDI Period Activities: During the inspection and due diligence period the BUYER may, at the BUYER'S expense, have any inspections made by experts or others of BUYER'S choosing. Such physical inspections may include, but are not limited to, inspections for termites and other wood destroying insects, and/or damage from same, molds, and fungi hazards, and analysis of synthetic stucco, drywall, appliances, structures, foundations, roof, heating, cooling, electrical, plumbing systems, utility and sewer, including but not limited to septic tanks and pump grinder systems availability and condition, out-buildings, and square footage. Other due diligence by the BUYER may include, but is not limited to investigation into the Property's school district, insurability, flood zone classifications, current zoning and/or subdivision restrictive covenants and any items addressed in the SELLER'S Property Disclosure Document. All testing shall be nondestructive testing.

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DATE

BUYER'S OPTIONS PRIOR TO THE EXPIRATION OF THE DDI PERIOD: If the BUYER is not satisfied with the condition of the Property or the results of the BUYER'S due diligence or investigations, the BUYER may choose one of the following options prior to the expiration of the DDI Period:

205 206 **OPTION 1**:

200 <u>01</u> 207

A. The BUYER may elect, in writing, to terminate the Agreement and declare the Agreement null and void.

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Effect of the BUYER'S Termination the Agreement pursuant to Option 1: If the BUYER elects to terminate this Agreement in writing, the Agreement shall be automatically ipso facto null and void with no further action required by either party except for return of Deposit to the BUYER.

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OPTION 2:

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A. The BUYER may present a single, complete written list to the Seller of the deficiencies and desired remedies ("BUYER'S Request").

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B. If the BUYER selects Option 2, the following process shall apply:

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1. (a) SELLER'S Response to BUYER'S Request: If provided a BUYER'S REQUEST, the SELLER shall respond in writing as to the SELLER'S willingness to or refusal to remedy any deficiencies identified in the BUYER's Request. Seller's written response shall be provided to the BUYER within 72 hours of receipt of the BUYER's Request ("SELLER'S Response").

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(b) Effect of SELLER'S Failure to Timely Respond to the BUYER'S Request: If the SELLER fails to timely respond to the BUYER'S Request in writing within the required time frame, then the BUYER shall have 72 hours from when the SELLER'S Response was due to notify the SELLER in writing that the BUYER will:

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i) accept the Property in its current condition; or

229 230 (ii) elect to terminate this Agreement.

231 232 (c) Effect of the BUYER'S Failure to Timely Respond to SELLER'S Failure to Timely Respond: If the BUYER fails to provide this notice (lines 224 through 229) in writing within the required time frame, the Agreement shall be automatically, with no further action required by either party, ipso facto null and void except for return of Deposit to the BUYER.

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2. (a) BUYER'S Response to SELLER'S Response: Should the SELLER in the SELLER'S Response refuse to remedy any or all the deficiencies listed by the BUYER, then the BUYER shall have 72 hours from receipt of the SELLER'S Response or 72 hours from the date that the SELLER'S Response was due, whichever is earlier, to take one of the following actions ("BUYER'S Response"). The BUYER'S Response shall be provided to the SELLER in writing.

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(i) accept the SELLER'S Response to the BUYER'S Request, or

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(ii) accept the Property in its current condition, or

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(iii) to elect to terminate this Agreement in writing which shall automatically make the Agreement ipso facto null and void with no further action required by either party except for the return of Deposit to the BUYER.

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(b) Effect of BUYER'S Failure to Timely Respond to SELLER'S Response: If the BUYER fails to respond to the SELLER'S Response within the time specified, then the Agreement shall be automatically, with no further action required by either party, ipso facto null and void except for return of Deposit to the BUYER.

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Upon receipt of the written BUYER'S Response to the SELLER'S Response, the SELLER shall not be required to remedy any additional deficiencies requested by the BUYER unless the parties enter into an additional agreement in writing.

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SELLER'S Initials

SELLER'S Initials_ SELLER'S Initials_



DATE

51 <u>PRIVATE WATER/SEWERAGE</u> : 52	
There is/are (#) private water system(s) servicing only the primary residence, a Septic/Water Addendum inspections shall include only the system(s) supplying service to the primary residence.	and the attached private
There is/are (#) private septic/treatment system(s) servicing only the primary residence. Septic/Water Addendum inspections shall include only those systems supplying service to the primary residence.	e and the attached private
There is NO private septic/treatment system(s) servicing only the primary residence.	
There is NO private water system(s) servicing only the primary residence.	
HOME SERVICE/WARRANTY:	
A home service/warranty plan will / will not be purchased at the closing of sale at a (\$) to be paid by the BU	
Home Service Warranty will be ordered by	
The home service warranty plan does not warrant pre-existing defects and options, and does not supersede or replication of such a plan, and further declare that they hold the Broker and Agents harmless from any rest to their rejection of such a plan.	that they have been made
WARRANTY OR AS IS CLAUSE WITH WAIVER OF RIGHT OF REDHIBITION: (CHECK ONE ONLY)	
A. SALE WITH WARRANTIES: The SELLER and the BUYER acknowledge that this sale shall be with full SELLER was or causes of action including but not limited to redhibition pursuant to Louisiana Civil Code Article 2520, et seq.	rarranties as to any claims
B. SALE "AS IS" WITHOUT WARRANTIES: The SELLER and the BUYER hereby acknowledge and recognize that and purchased is to be transferred in "as is" condition and further the BUYER does hereby waive, relieve and releast claims or causes of action for redhibition pursuant to Louisiana Civil Code Article 2520, et seq. and Article 2541, et Sale Price pursuant to Louisiana Civil Code Article 2541, et seq. Additionally, the BUYER acknowledges that this sale of fitness for ordinary or particular use pursuant to Louisiana Civil Code Article 2524. The SELLER and the BUYER acknowledges that this sale be made a part of the Act of Sale.	ase the SELLER from any et seq. or for reduction of is made without warranty
C. NEW HOME WARRANTIES. Notwithstanding lines 274 through 282 and irrespective of whether A or B above is is a new construction, the parties agree that neither A or B will apply but instead the provisions of the New Home Warranty et seq.) shall apply. The warranty of condition of this Property is governed by the New Home Warranty Act if a home" as defined in the New Home Warranty Act.	ranty Act (LA R.S. 9:3141
MERCHANTABLE TITLE/CURATIVE WORK: The SELLER shall deliver to the BUYER a merchantable title at the SELL through 100). In the event curative work in connection with the title to the Property is required or is a requirement upon which this Agreement is conditioned, the parties agree to and do extend the date for passing the Act of Sale THIRTY(#_30) calendar days from the date of the Act of Sale stated herein. The SELLER'S title signer of all liens and encumbrances except those that can be satisfied at Act of Sale. All costs and fees required to mak be paid by the SELLER. The SELLER shall make good faith efforts to deliver merchantable title. The SELLER'S inability title within the time stipulated herein shall render this Agreement null and void, reserving unto the BUYER the right to Deposit and to recover from the SELLER actual costs incurred in processing of sale as well as legal fees incurred by the	for obtaining the loan(s) to a date not more than shall be merchantable and the title merchantable shall ty to deliver merchantable demand the return of the
FINAL WALK THROUGH: The BUYER shall have the right to re-inspect the Property within five calendar days prioccupancy, whichever will occur first in order to determine if the Property is in the same or better condition as it was and to insure all agreed upon repairs have been completed. The SELLER agrees to provide utilities for the final walk access to the Property.	at the initial inspection(s)
	LLER'S Initials



DATE

- DEFAULT OF AGREEMENT BY THE SELLER: In the event of any default of this Agreement by the SELLER, the BUYER shall at the BUYER'S option have the right to declare this Agreement null and void with no further demand, or to demand and/or sue for any of the following:
- 304
- 305 1) Termination of this Agreement
- 306 2) Specific performance
- 3) Termination of this Agreement and an amount equal to 10% of the Sale Price as stipulated damages.

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Further, the BUYER shall be entitled to the return of the Deposit. The prevailing party to any litigation brought to enforce any provision of this Agreement shall be awarded their attorney fees and costs. The SELLER may also be liable for Broker fees.

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<u>DEFAULT OF AGREEMENT BY BUYER</u>: In the event of any default of this Agreement by the BUYER, the SELLER shall have at the SELLER'S option the right to declare this Agreement null and void with no further demand, or to demand and sue for any of the following:

313 314 315

- 1) Termination of this Agreement
- 316 2) Specific performance
 - 3) Termination of this Agreement and an amount equal to 10% of the Sale Price as stipulated damages.

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Further, the SELLER shall be entitled to retain the Deposit. The prevailing party to any litigation brought to enforce any provision of this Agreement shall be awarded their attorney fees and costs. The BUYER may also be liable for Broker fees.

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MOLD RELATED HAZARDS NOTICE: An informational pamphlet regarding common mold related hazards that can affect real property is available at the EPA website http://www.epa.gov/iaq/molds/index.html. By initialing this page of the Agreement, the BUYER acknowledges that the real estate agent has provided the BUYER with the EPA website enabling the BUYER to obtain information regarding common mold related hazards.

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OFFENDER NOTIFICATION: The Louisiana State Police maintains the State Sex Offender and Child Predator Registry through the Louisiana Bureau of Criminal Identification and Information. It is a public access database of the locations of individuals who are required to register pursuant to LA R.S. 15:540, et seq. The website for the database is http://www.lsp.org/socpr/default.html. Sheriff and police departments serving jurisdictions of 450,000 also maintain such information. Inquiries can be made by phone at 1-800-858-0551. Send written inquiries to Post Office Box 66614, Box A-6, Baton Rouge, Louisiana 70896.

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FLOOD HAZARD INFORMATION: An informational website regarding flood hazards that can affect real property is available at the FEMA website https://msc.fema.gov/portal.

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CHOICE OF LAW: This Agreement shall be governed by and shall be interpreted in accordance with the laws of the State of Louisiana.

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<u>DEADLINES</u>: TIME IS OF THE ESSENCE and all deadlines are final, except where modifications, changes, or extensions are made in writing and signed by all parties to this Agreement. All "calendar days" as used in this Agreement or as are put forth in this Agreement shall end at 11:59 p.m. in Louisiana.

BUYER'S Initials	ON/ 11/20/23
BUYER'S Initials	

BUYER'S Initials

BUYER'S Initials

Page 8 of 10

SELLER'S Initials

SELLER'S Initials SELLER'S Initials



Rev. 01/01/2022

DATE

ROLES OF BROKERS AND DESIGNATED AGENTS: Broker(s) and Designated Agent(s) have acted only as real estate brokers to bring the parties together and make no warranty to either party for performance or non-performance of any part of this Agreement or for any warranty of any nature unless specifically set forth in writing.

Broker(s) and Designated Agent(s) make no warranty or other assurances whatsoever concerning Property measurements, square footage, room dimensions, lot size, Property lines or boundaries. Broker(s) and Designated Agent(s) make no representations as to suitability or to a particular use of the Property, and the BUYER has or will independently investigate all conditions and characteristics of the Property which are important to the BUYER. The BUYER is not relying on the Broker or the Designated Agent(s) to choose a representative to inspect or re-inspect the Property; the BUYER understands any representative desired by the BUYER may perform this function. In the event Broker/Agent(s) provides names or sources for such advice or assistance, Broker/Agent(s) does not warrant the services of such experts or their products and cannot warrant the condition of Property or interest to be acquired or guarantee that all defects are disclosed by the SELLER(S). Broker/Agent(s) do not investigate the status of permits, zoning, code compliance, restrictive covenants, or insurability. The Broker(s) and Designated Agent(s) specifically make no warranty whatsoever as to whether or not the Property is situated in or out of the Government's hundred-year flood plan or is or would be classified as wetlands by the U.S. Army Corps of Engineers, or as to the presence of wood destroying insects or damage there from. The BUYER(S) are to satisfy themselves concerning these issues. Designated Agent shall be an independent contractor for Broker if the conditions as set forth in LA R.S. 37:1446(h) are met.

LIST ADDENDA TO BE ATTACHED AND MADE A PART OF THIS AGREEMENT:

370			
371	Contingency for Sale of the BUYER'S Other Property Addendum	Private Water/Sewerage Addendum	
372	Condominium Addendum	Deposit Addendum	
373	FHA Amendatory Clause	SURVEY	
374	New Construction Addendum	✓ COMMISSION AGREEMENT	
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If any of the pre-printed portions of this Agreement vary or are in conflict with any additional or modified terms on blanks provided in this form or Addendum attached to this Agreement, the additional, modified or Addendum provisions control.

<u>SINGULAR – PLURAL USE</u>: Wherever the word BUYER or the word SELLER occurs in this Agreement or is referred to, the same shall be construed as singular or plural, masculine or feminine or neuter, as the case may be.

ACCEPTANCE: Acceptance of this Agreement must be in writing. This agreement may be executed by use of electronic signatures, in accordance with the Louisiana Uniform Electronic Transaction Act. The original of this Agreement shall be delivered to the listing Broker's firm. This Agreement and any supplement addendum or modification relating hereto, including any photocopy, facsimile or electronic transmission thereof, may be executed in two or more counterparts, all of which shall constitute one and the same Agreement

NOTICES AND OTHER COMMUNICATIONS: All notices, requests, claims, demands, and other communications related to or required by this Agreement shall be in writing. Notices permitted or required to be given (excluding service of process) shall be deemed sufficient if delivered by (a) mail, (b) hand delivery; (c) overnight delivery; (d) facsimile, (e) email, or (f) other e-signature transmissions addressed to the respective addresses of the parties as written on the first page of this Agreement or at such other addresses as the respective parties may designate by written notice.

<u>CONTRACT</u>: This is a legally binding contract when signed by both the SELLER and the BUYER. READ IT CAREFULLY. If you do not understand the effect of any part of this Agreement seek legal advice before signing this contract or attempting to enforce any obligation or remedy provided herein.

ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between the parties, and any other agreements not incorporated herein in writing are void and of no force and effect.

BUYER'S Initials

BUYER'S Initials

BUYER'S Initials BUYER'S Initials

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SELLER'S Initials SELLER'S Initials

SELLER'S Initials SELLER'S Initials





407 & 411 Carroll Street, Mandeville, LA 70448 11/20/2023 PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP) DATE 399 **EXPIRATION OF OFFER:** 400 This offer is binding and irrevocable until 11/22 20 23 at 5:00 PM □AM ☑PM □NOON. 401 The Acceptance of this offer must be communicated to the offering party by the deadline stated on line 400 to be binding and effective. dotloop verified 11/20/23 9:46 AM CST Clay Madden for City of Mandeville ☑ Buyer's/☐ Seller's Signature ☐ Buyer's/☐ Seller's Signature Buyer's/ Seller's Signature Buyer's/ Seller's Signature Date/Time AM PM NOON Date/Time AM PM NOON CLAY MADDEN FOR CITY OF MANDEVILLE Print Buyer's/Seller's Full Name (First, Middle, Last) Felicity Kahn 12:00PM 11/20/23 This offer was presented to the Seller Buyer by Day/ Date/ Time AM PM NOON This offer is: Accepted Rejected (without counter) Countered (See Attached Counter) by: Chris Trepagnier ☐ Buyer's/☑ Seller's Signature ■ Buyer's/ ■ Seller's Signature ☐ Buyer's/☐ Seller's Signature ☐ Buyer's/☐ Seller's Signature Date/Time AM PM NOON Date/Time AM PM NOON **Chris Trepagnier** Print Buyer's/Seller's Full Name (First, Middle, Last) Felicity Kahn 11/21/23 12:50PM This offer was presented to the Seller Buyer by Day/ Date/ Time AM PM NOON





SUMMARY APPRAISAL REPORT OF THE PROPERTY LOCATED AT

411 Carroll St

Mandeville, LA 70448

as of

08/10, 2023

for

City of Mandeville 3101 East Causeway Approach Mandeville, LA 70448

by

Lake Parishes Appraisal Services, LLC

P.O. Box 1005 Madisonville, LA 70447 August 15, 2023

City of Mandeville 3101 East Causeway Approach Mandeville, LA 70448

Property -

411 Carroll St

Mandeville, LA 70448

Borrower -

City of Mandeville

File No. -

R23237

Case No. -

Dear Ms. Sides:

In accordance with your request, I have prepared an appraisal of the real property located at 411 Carroll St, Mandeville, L.A.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of 08/10, 2023 is:

\$355,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this report.

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

Lake Parishes Appraisal Services, LLC

George S. Monsted

LA Certification #R1400

Appraisal Report

LAND APPRAISAL REPORT File No.R23237 Census Tract 0413.02 Map Reference NOMLS Borrower City of Mandeville Property Address 411 Carroll St Zip Code 70448 State LA City Mandeville County Saint Tammany Logal Description LOT 7A-2 RESUB OF LOT 7A SQ 34 MANDEVILLE Property Rights Appraised X Fee Leasehold De Minimis PUD Date of Sale N/A ____ Loan Term <u>N/A</u> Other sales concessions N/A Actual Real Estate Taxes \$1,322.64 (yr.) Loan charges to be paid by seller \$N/A Address 3101 East Causeway Approach, Mandeville, LA, 70448 Lender/Client City of Mandeville Appraiser George S. Monsted Instructions to Appraiser Fair Market Value Occupant Vacant Land X Suburban Urban Rural Location X Over 75% Emoloyment Stability Built Up 25% to 75% Under 25% Growth Rate Fully Dev. Rapid Steady Convenience to Employment Property Values Stable Declining Convenience to Shooping In Balance Over Supply Convenience to Schools Demand/Supply Shortage Marketing Time Under 3 Mos. X 46 Mos. Over 6 Mos Adequacy of Public Transportatio % Condo 10 % Commercia tional Facilities Present Land Use 80 % 1 Family % 2-4 Fam 3 % Apts. 2 % Industrial 5 % Vacant Adequacy of Utilities Likely (*) X Taking Place (*) Not Likely Change in Present Land Use Property Compatibility (7) From Vacant ™ Residential Protection from Detrimental Condit X Owner Tenant Predominant Occupancy 0-5 % Vacant Police and Fire Protection Single Family Price Range \$ 155,000 to \$ 3,000,000 Predominant Value \$ 450,000 General Appearance of Properties yrs. to 180 Appeal to Market Single Family Age Predominant Age 50 yrs. Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, noise) The subject property is located in Mandeville, 4 blocks from the lakefront: close to schools, shopping, and employment. The subject is located 15 minutes from the interstate, making neighboring cities more accessible. Recreational facilities are nearby and available. *** See Additional Comments *** 105.50Fx267.59LSx104.59Rx267.37RS Corner Lot 28097 sf Zoning Classification R1x60; Single-Family Existing Small Lots (60/7200) Present improvements X do do not conform to zoning regula Highest and best use: Present use X Other (specify) Developed Residential OFF SITE IMPROVEMENTS Topo Level Other (Describe) Street Access: X Public Private Flec Size Typical for Area Gas Surface Asphalt Shape Irregular-See Legal Description SITE Maintenance: White X Public Private View Residential Drainage ***See additional comments*** Storm Sewer Curb/Gutter X Sidewalk X Street Lights Underground Elect. & Tel. is the property located in a HUD identified Special Flood Hazard Area? X No Yes including any apparent adverse easements, encroachments or other adverse conditions) No adverse easements or encroachments were observed at the time of inspection. Typical utility easements and building setback lines exist. *** See Additional Comments *** The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment, reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to, or more favorable than, the subject property, a minus () adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to, or less favorable than, the subject property, a plus (*) adjustment is made, thus increasing the indicated value of the subject. ITEM Subject Property COMPARABLE NO. 1 COMPARABLE NO. 2 COMPARABLE NO. 3 Address 411 Carroll St Lot 12A-2 Livingston St 2330 Villere St Lot 14 Marigny Ave Mandeville, LA 7044 Mandeville, LA 70448 Mandeville, LA 70448 Mandeville, LA 70448 Proximity to Subj. 0.38 miles E 0.33 miles N 0.38 miles SE \$ 159,000 s 229,000 Sales Price \$ 350,000 ANALYSIS Price s 12.86 |\$ 13.30 27.07 NOMLS#2373436;DOM 0 NOMLS#2379789;DOM 20 NOMLS#2392229;DOM 6 Data Source Phys Inspection + (-) \$ Adjustment DESCRIPTION DESCRIPTION Date of Sale and DESCRIPTION DESCRIPTION Time Adjustment 01/23/2023 06/28/2023 04/21/2023 M Location Residential Residential Residential Residential +75,000 Other Residents +25,000 Other Residents Site/View Other Residents Other Residents +110,000 12928 sf Site Area 28097 sf 12365 sf +75,000 17218 sf +75,000 Zoning RI IR 1 RI RI Flood Zone ΑE AE AE -25,000 At or Above grade -25,000 At or Above grade 2' + - below grade At or Above grade Lot Topography -25,000 Cash Sales or Financing Cash Cash Concessions No Concessions ClsngCst:1741 No Concessions X Plus Minus \$ 125,000 X Plus | Minus \$ 110,000 X Plus Minus \$ 50,000 Net Adj. (Total) Gross 110.1% Gross 69.9% Gross 28.6% Net 78.6% Net 48.0% Net 14.3% \$ 400.000 All 3 comparable sales are located in the subject's market area. All three sales are the most similar in location and size in the last year to date. The appraiser also provided 2 additional sales that were dated, but considered very relevant. This appraisal was not based on a requested minimum value, specific value or the approval of a loan. See attached Certification and Limiting Conditions. The intended use of this appraisal report is not for lending purpose. The intended user of the report is the lender/client, their heirs or assigns named in the body of this report Final Reconciliation: After inspection the subject property, reviewing comparable sales and adjusting for all value factors, it is my professional opinion the subject property together with any and all improvements, has a market value of \$355,000. I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF 08/10to be \$355,000 Appraiser(s) Did Not Physically Inspect Property Did Review Appraisor (if applicable) George S. Monsted Date

| X | License | X | Certification # | R | 40 Date 08/15/2023 Name Date R1400 Certification #

			F## NO. R23237
	ADDITIONA	L COMMENTS	
Borrower or Owner City of Mandeville			
Property Address 411 Carroll St			
City Mandeville County	Saint Tammany	State LA	Zip Code 70448
Lender or Client City of Mandeville			

With the steady increase in residential property values in our market during the past 3 years, the predominate value for most neighborhoods in the area has increased, and this trend is expected to continue for the foreseeable future.

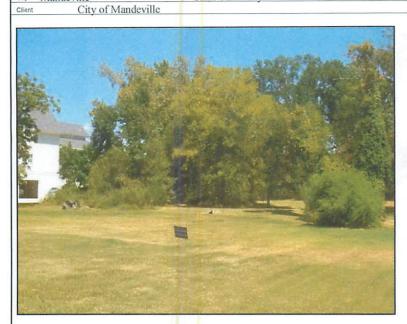
Site

Flood Zone: AE; Flood Map: 2202020427D; Flood Map Date:05/16/2012

From the street, the lot appears to create a "bowl" with all four sides (of the borders of 407 & 411 Carroll St) being a few feet higher in elevation than the center. This would cause drainage to be an issue, unless fill was installed to level with its borders. As of now, City of Mandeville does not allow lots to be filled. Therefore, slab and driveways would need to be very thick to avoid retaining water on top of them. The additional cost to for thicker driveways and foundations could cause the cost to build outweigh profit margins, depending on the builder, style, and quality of the build. The appraiser would recommend a very accurate elevation determination of the lot, if a buyer were to develop this site.

File No. R23237

Borrower or Owner City of Mandeville Property Address 411 Carroll St City Mandeville County Saint Tammany State LA Zip Code 70448



FRONT VIEW OF SUBJECT PROPERTY

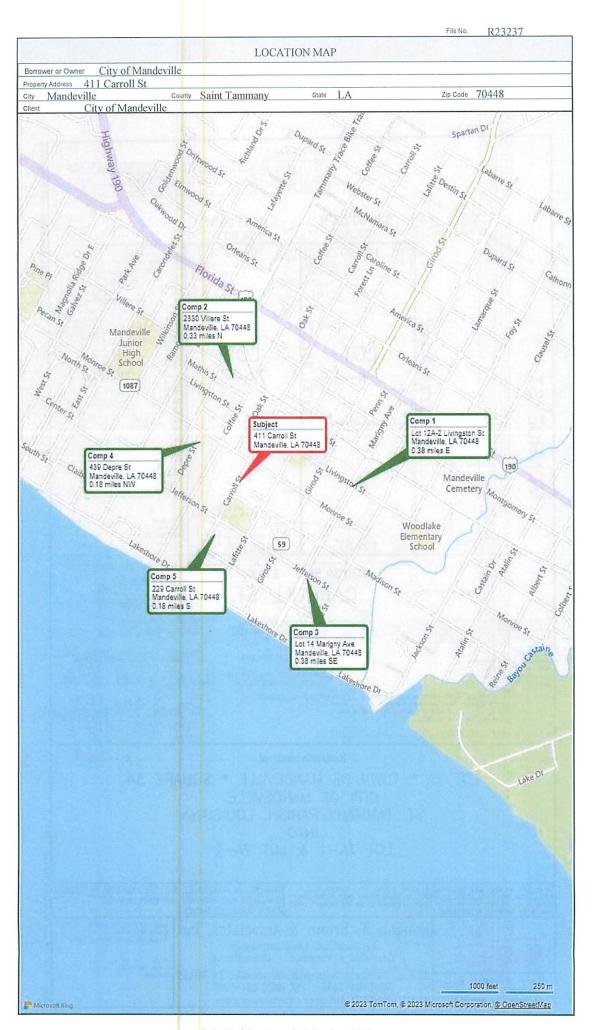
REAR VIEW OF SUBJECT PROPERTY



STREET SCENE OF SUBJECT PROPERTY

Lake Parishes Appraisal Services, LLC

File No. R23237 PHOTOGRAPH ADDENDUM Borrower or Owner City of Mandeville
Property Address 411 Carroll St
City Mandeville Cour County Saint Tammany State LA Zip Code 70448 City of Mandeville Alt Street Scene



Randall W. Brown, P.L.S. Professional Land Surv LA Registration No. 04566

Randall W. Brown & Associates, Inc. Professional Land Surveyors Geodetic · Forensic · Consultants

228 W. Causeway Approach, Mandeville, LA 70448 (985) 624-5368 FAX (985) 624-5309 E-MAIL: info@brownsurveys.com

Date: AUGUST 18, 2018 Survey No. 18505 Project No. (CR5) 818367.TXI

Scale: 1"+ 60"± Drown By: J.E.D.

Legal Description

PROPERTY DESCRIPTIONS

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LOT 7A-2

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OTNI ANAISIUOJ , HZIRAY YNAMMAT .TZ CILL OF MANDEVILLE LOT 7A * TOWN OF MANDEVILLE * SQUARE 34

Resubdivision of

LOT 7A-1 & LOT 7A-2

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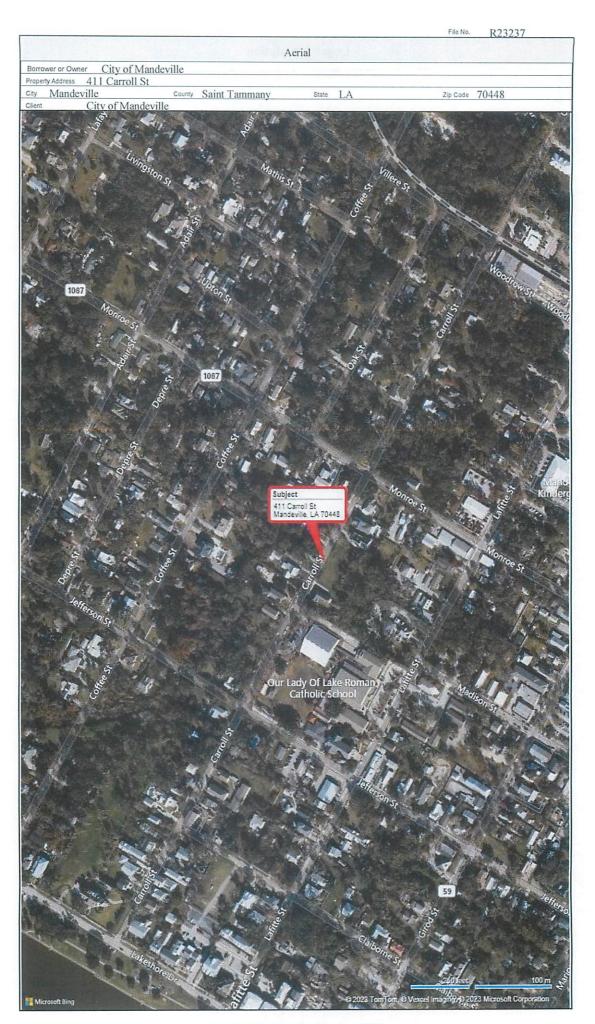
1'03 ~"1 sebol 3131 v0 mend feeball DATE ALOUST 18, 2016 SOUTH AN VENTAGE THE CHECK IS, 2017 THE CHECK IS,

SSB W. Causeway Approach, Mandeville, LA 70448 (965) 624-5368 FAX (985) 624-5309 Geodetic - Forensic - Consultanta Professional Land Surveyors Randall W. Brown & Associates, Inc

Randall W. Brown, P.L.S.

Lake Parishes Appraisal Services, LLC

E-MAIL: info@brownsurveys.com



This appraisal report is subject to the following scope of work, intended user, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDEDUSER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

- 1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
- 2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- 3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
- 4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent adverse conditions of the property (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
- 5. If the appraiser has based his or her appraisal report and valuation conclusion for an appraisal subject to certain conditions, it is assumed that those conditions will be met in a satisfactory manner.

APPRAISER'SCERTIFICATION: The Appraiser certifies and agrees that:

- 1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
- 2. I performed a complete visual inspection of the subject property. I reported the site characteristics in factual, specific terms.
- 3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
- 4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment.
- 5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
- 6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
- 7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
- 8. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
- 9. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
- 10. I have knowledge and experience in appraising this type of property in this market area.
- 11. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
- 12. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
- 13. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
- 14. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
- 15. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
- 16. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
- 17. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
- 18. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
- 19. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
- 20. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the montgagee or its successors and assigns; montgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).
- 21. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
- 22. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

SUPERVISORYAPPRAISER'SCERTIFICATION: The Supervisory Appraiser certifies and agrees that:

- 1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- 2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- 3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
- 4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
- 5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature Nionaler & Monaler	Signature
Name George S. Monsted	Name
Company Name Lake Parishes Appraisal Services, LLC	Company Name
Company Address P.O. Box 1005	Company Address
Madisonville, LA 70447	
Telephone Number 985-590-7917	Telephone Number
Email Address	Email Address
Date of Signature and Report 08/15/2023	Date of Signature
Effective Date of Appraisal 08/10, 2023	State Certification #
State Certification # R1400	or State License #
or State License #	State
or Other (describe) State #	Expiration Date of Certification or License
State LA	
Expiration Date of Certification or License 12/31/2024	SUBJECT PROPERTY
ADDRESS OF PROPERTY APPRAISED	Did not inspect subject property
411 Carroll St	Did inspect exterior of subject property from street
Mandeville, LA 70448	Date of Inspection
APPRAISED VALUE OF SUBJECT PROPERTY \$ 355000	Did inspect interior and exterior of subject property
LENDER/CLIENT	Date of Inspection
Name Ms. Kathleen Sides	COMPARABLE SALES
Company Name City of Mandeville	COMPARABLE SALES
Company Address 3101 East Causeway Approach	Did not inspect exterior of comparable sales from street
Mandeville, LA 70448	Did inspect exterior of comparable sales from street
Email Address	Date of Inspection

Louisiana Real Estate Appraisers Board

Having complied with the requirements of Chapter 51 of Title 37 of the Louisiana Revised Statutes of 1950 and the requirements of the Louisiana Real Estate Appraisers Board,

Certified Residential Appraiser

license is hereby granted to George S. Monsted

License Number - APR 01400-CRA First Issuance Date - 01/01/2023

Expiration Date - 12/31/2024

Peterso A Po Hichild

Secretary

SUMMARY APPRAISAL REPORT OF THE PROPERTY LOCATED AT 407 Carroll St Mandeville, LA 70448 as of 08/10, 2023 for City of Mandeville 3101 East Causeway Approach Mandeville, LA 70448 by Lake Parishes Appraisal Services, LLC P.O. Box 1005 Madisonville, LA 70447

August 15, 2023

City of Mandeville 3101 East Causeway Approach Mandeville, LA 70448

Property -

407 Carroll St

Mandeville, LA 70448

Borrower -

City of Mandeville

File No. -

R23236

Case No. -

Dear Ms. Sides:

In accordance with your request, I have prepared an appraisal of the real property located at 407 Carroll St, Mandeville, LA.

The purpose of the appraisal is to provide an opinion of the market value of the property described in the body of this report.

Enclosed, please find the report which describes certain data gathered during our investigation of the property. The methods of approach and reasoning in the valuation of the various physical and economic factors of the subject property are contained in this report.

An inspection of the property and a study of pertinent factors, including valuation trends and an analysis of neighborhood data, led the appraiser to the conclusion that the market value, as of 08/10, 2023 is:

\$355,000

The opinion of value expressed in this report is contingent upon the Limiting Conditions attached to this

It has been a pleasure to assist you. If I may be of further service to you in the future, please let me know.

Respectfully submitted,

Lake Parishes Appraisal Services, LLC

George S. Monster

LA Certification #R1400

	Borrower City of					Census Tra	nct 0413.02 N	Map Reference NOMLS	S
-	Property Address 4			0	T	I	A	7-0-1- 70449	
DENTIFICATION	City Mandevil				Tamma		A	Zip Code 70448	
CAT		OT 7A-2 RESUB OF					Appraised X Fee	Leasehold	De Minimis PUD
빌	Sale Price \$N/A		(yr.) Loan charges to t	Term N/				E Leasenoid	De Militias FOD
EN	D00000-200001000000000000000000000000000	of Mandeville	(yi.) Loan Glarges to t	oc paid by			Annual Section Control Control	h, Mandeville, LA	70448
9	Occupant Vacant		ser George S. N	Ionsted		uctions to Appraiser F			
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	Location	Urban	X Suburbar	1	Run	al		Good Avg	
	Built Up	X Over 75%	25% to 7	5%	Und	ler 25% Emp	loyment Stability	L X	
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NEIGHBORHOOD	Change in Present Lar	nd Use Not Likely	Likely (*)		X Tak		erty Compatibility	X	
BO		(*) From Vaca	ant	To Re	esidential	Prote	ection from Detrimental		
<u>5</u>	Predominant Occupan	-	Tenant	0-5		The state of the s	e and Fire Protection		
Z	Single Family Price Ra		to\$ 3,000,000	7			eral Appearance of Prop		
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T		those factors, favorable or blocks from the lake							
		state, making neighb							
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100		5.50Fx267.59LSx104	.59Rx267.37R	S	= 2	8097 sf		Comer Lot	1
	Zoning Classification	R1x60;Single-Family	Existing Small Lo	ts (60/7)	(200)	Present improvements	X do c	do not conform to zoning regu	ulations
	Highest and best use:	Present use X C	other (specify) Devel						
	Public	Other (Describe)	OFF SITE IMPROVE			Level			
	Elec. X		t Access: X Publ	ic Pri		Typical for Are Enregular-See		ion	
SITE	Gas X X		ce Asphalt enance: X Publi	ic Pri		Residential	Legai Descript	1011	
S	San. Sewer X		Storm Sewer	Curt/Gutte		nage ***See addi	tional comment	S***	
		derground Elect. & Tel.			hts Is the p	property located in a HUD I	dentified Special Flood	Hazard Area? X	No Yes
		or unfavorable including any							
		were observed at the	time of inspecti	ion. Ty	pical uti	lity easements an	d building setb	ack lines exist. **	** See
	Additional Cor	mments ***							
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			Faa No. R23236	
ADDITIONAL COMMENTS				
Borrower or Owner City of Mandeville				
Property Address 407 Carroll St				
city Mandeville County	Saint Tammany	State LA	Zip Code 70448	
Lender or Client City of Mandeville				

With the steady increase in residential property values in our market during the past 3 years, the predominate value for most neighborhoods in the area has increased, and this trend is expected to continue for the foreseeable future.

Site

Flood Zone: AE; Flood Map: 2202020427D; Flood Map Date:05/16/2012

From the street, the lot appears to create a "bowl" with all four sides (of the borders of 407 & 411 Carroll St) being a few feet higher in elevation than the center. This would cause drainage to be an issue, unless fill was installed to level with its borders. As of now, City of Mandeville does not allow lots to be filled. Therefore, slab and driveways would need to be very thick to avoid retaining water on top of them. The additional cost to for thicker driveways and foundations could cause the cost to build outweigh profit margins, depending on the builder, style, and quality of the build. The appraiser would recommend a very accurate elevation determination of the lot, if a buyer were to develop this site.

File No. R23236

PHOTOGRAPH ADDENDUM

Borrower or Owner City of Mandeville
Property Address 407 Carroll St

County Saint Tammany city Mandeville

State LA

Zip Code 70448

City of Mandeville



FRONT VIEW OF SUBJECT PROPERTY

REAR VIEW OF SUBJECT PROPERTY



STREET SCENE OF SUBJECT PROPERTY

File No. R23236 PHOTOGRAPH ADDENDUM Borrower or Owner City of Mandeville Property Address 407 Carroll St City Mandeville Cour Client City of Mandeville County Saint Tammany State LA Zip Code 70448 Alt Street Scene



Legal Description

PROPERTY DESCRIPTIONS

LOT 7A-1

COMMENCING FROM THE ACTITION RIGHT OF WAY LINE OF MODRIE STREET AND THE EASTERN ROOMS OF WAY LINE OF CARROLL STREET OF ALCRO SATE ROOMS OF WAY LINE OF CARROLL STREET SOLD ALCRO SATE ROOMS OF WAY IS CARROLL STREET SOLD AND SECURIOR OF BECOMING OF SOLD AND THE POINT OF RECOMMEND OF SOUTH OF REQUEST OF MINISTER SECURIOR SEAT A RESTANCE OF ROOMS FEET, THENCE SOLD AND SECURIORS OF MINISTER SECURIOR WEST A RESTANCE OF ROOMS FEET, THENCE MORTH OF BEGINESS OF MINISTER SECURIORS WEST A RESTANCE OF ROOMS FEET AND SECURIOR WEST A RESTANCE OF ROOMS FEET AND SEAT A RESTANCE OF ROOMS FEET AND SECURIOR WEST A RESTANCE OF ROOMS FEET AND SECURIOR OF ROOMS WEST AND SECURIOR WEST AND SECURIOR OF ROOMS FEET MAKE TO THE WINDOWS OF ROOMS FEET AND SECURIOR OF ROO

LOT 7A-2

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Resubdivision of

LOT 7A * TOWN OF MANDEVILLE * SQUARE 34 CITY OF MANDEVILLE ST. TAMMANY PARISH, LOUISIANA INTO LOT 7A-1 & LOT 7A-2

NO ATTEMPT AND BEEN ANDE OF RANDALL AS BROWN & ACCOUR, MIC TO VERY THILE, ACTUAL LIEM, CHANGES OF, SIZANDEZEL EXCEMPTER, REQUIS OF WAY, DELD RETRICTIONS, WITLANCE OF BANKONERYAY INSLES ON DHEN ENCEMBERGES ON THE PROPERTY OTHER TAME THOSE PLENGING BY THE CLEFFE.

SURVEYED IN ACCORDANCE WITH THE LOUISANA "APPLICABLE STANDARDS FOR PROPERTY BOUNDARY SURVEYS" FOR A CLASS C SURVEY.

Randall W. Brown & Associates, Inc. Professional Land Surveyors Geodetic - Forensic - Consultants

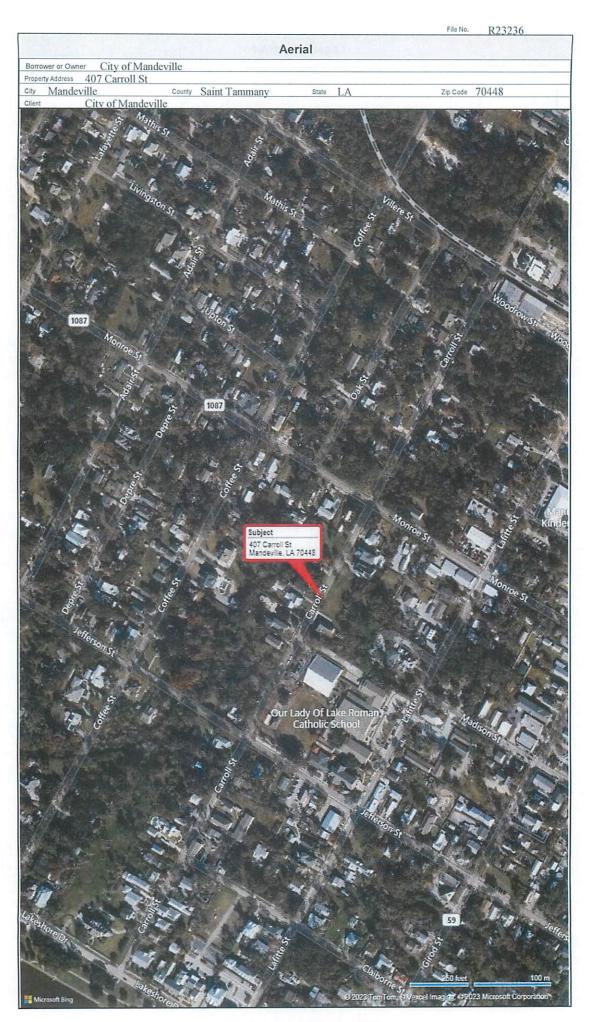
228 W. Causeway Approach, Mandeville, IA 70448 (985) 624-5368 FAX (985) 624-5309 E-MAIL: info@brownsurveys.com

Deber AUGUST 18, 2018 Survey Ma. 18505 Project He. (CRS) B18387.000

Depart By: J.E.S.

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

Lake Parishes Appraisal Services, LLC



Lake Parishes Appraisal Services, LLC

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDEDUSER: The intended user of this appraisal report is the lender/client.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

- 1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
- 2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- 3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
- 4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent adverse conditions of the property (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
- 5. If the appraiser has based his or her appraisal report and valuation conclusion for an appraisal subject to certain conditions, it is assumed that those conditions will be met in a satisfactory manner.

APPRAISER'SCERTIFICATION: The Appraiser certifies and agrees that:

- 1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
- 2. I performed a complete visual inspection of the subject property. I reported the site characteristics in factual, specific terms.
- 3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
- 4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment.
- 5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
- I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
- 7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
- 8. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
- 9. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
- 10. I have knowledge and experience in appraising this type of property in this market area.
- 11. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
- 12. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct,
- 13. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
- 14. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
- 15. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
- 16. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
- 17. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
- 18. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
- 19. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
- 20. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).
- 21. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
- 22. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

File No. R23236

SUPERVISORYAPPRAISER'SCERTIFICATION: The Supervisory Appraiser certifies and agrees that:

- 1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- 2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- 3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
- 4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
- 5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER

Signature Tronge S. Monater Name George S. Monsted Company Name Laborated Company Name Lake Parishes Appraisal Services, LLC Company Address P.O. Box 1005 Madisonville, LA 70447 Telephone Number 985-590-7917 Email Address Date of Signature and Report 08/15/2023 Effective Date of Appraisal 08/10, 2023 State Certification # R1400 or State License # or Other (describe) State # State LA Expiration Date of Certification or License 12/31/2024 ADDRESS OF PROPERTY APPRAISED 407 Carroll St Mandeville, LA 70448 APPRAISED VALUE OF SUBJECT PROPERTY \$ 355000 LENDER/CLIENT Name Ms. Kathleen Sides Company Name <u>City of Mandeville</u> Company Address 3101 East Causeway Approach Mandeville, LA 70448 Email Address

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature	
Company Name	
Company Address	
Telephone Number	
Date of Signature	
State Certification #	
or State License #	
State	
_	subject property rior of subject property from street
	rior and exterior of subject property
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COMPARABLE SAL	ES
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Did inspect external Date of Inspect	rior of comparable sales from street on

Louisiana Real Estate Appraisers Board

ANNAMANAMANIA

Having complied with the requirements of Chapter 51 of Title 37 of the Louisiana Revised Statutes of 1950 and the requirements of the Louisiana Real Estate Appraisers Board,

Certified Residential Appraiser

license is hereby granted to George S. Monsted

License Number - APR 01400-CRA

First Issuance Date - 01/01/2023

Expiration Date - 12/31/2024

Rebesso A Rothrehild

Secretary



THE FOLLOWING ORDINANCE WAS MOVED FOR INTRODUCTION BY COUNCIL MEMBER KRELLER; SECONDED FOR INTRODUCTION BY COUNCIL MEMBER _____

ORDINANCE NO. 23-38

AN ORDINANCE FOR THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO AMEND ORDINANCE NUMBER 23-26, THE CAPITAL BUDGET OF THE CITY OF MANDEVILLE AND FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, Article B, Financial Procedures of the Home Rule Charter provides that amendments to the adopted budget be made by ordinance; and,

WHEREAS, an amendment to the Capital Budget adopted for fiscal year 202-2024, Ordinance Number 23-26 is required due to expenditures that will exceed the current authorized appropriated funds budgeted for 2023-2024 City of Mandeville Capital Budget; and

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Mandeville that the Capital Budget ordinance for fiscal year 2023-2024, Ordinance Number 23-26, is hereby amended to include the budget amendments as set forth on the attached Exhibit A - Revised, incorporated as a part hereof, and be adopted for the 2023-2024 Fiscal Year Capital Budget.

BE IT FURTHER ORDAINED, that in all other respects the 2023-2024 Capital Budget adopted shall remain in full force and effect.

The Ordinance being submitted to a vote, the vote	thereon was as follow	vs:
AYES: NAYS: ABSTENTIONS: ABSENT:		
and the Ordinance was declared adopted this	day of	, 2024.
Kristine Scherer Clerk of Council	Jason Zucke Council Ch	

Budget Amei Ordinance #2		Current Budget	Proposed Change	Revised Budget
Water Depar 211.21.008	tment Capital Expenditures: Golden Glen Water Line Replacement	2,555,068.00	1,444,932.00	4,000,000.00
		50000-90300 20000-90400	1,444,932.00 1,444,932.00	

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THE FOLLOWING RE	SO	LUTIC	ON WAS INTR	ODUC	ED BY CITY COUN	NCIL
MEMBER	_;	AND	SECONDED	FOR	INTRODUCTION	BY
COUNCIL MEMBER _			_			

ORDINANCE NO. 24-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE TO EFFECT THE ANNEXATION OF A PORTION OF GROUND SITUATED IN CHINCHUBA SUBDIVISION, SECTION 34, TOWNSHIP 7 SOUTH RANGE 11 EAST INTO THE CORPORATE LIMITS OF THE CITY OF MANDEVILLE DESIGNATING AND ASSIGNING THE PROPERTY FOR PURPOSES OF ZONING AS B-2, HIGHWAY BUSINESS DISTRICT AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the Planning Commission has received a petition by Flick Properties, LLC seeking the annexation of a Parcel of Ground being more fully described as an undesignated portion of ground in Chinchuba Subdivision, Section 34, Township 7 South Range 11 East containing 80,758 square feet as surveyed by Dading, Marques & Associates, Inc. dated January 25, 2002 into the corporate limits of the City of Mandeville attached as Exhibit A; and

WHEREAS, the said petition is made and signed by the owners of the said property and there are no registered voters currently residing on the said property; and

WHEREAS, the property is contiguous to the present boundaries of the City of Mandeville; and

WHEREAS, the proposed annexation will serve the best interests of the City of Mandeville and of its citizens by providing enhanced development of a commercial area of the City, promoting additional tax revenues for the City and employment opportunity for area citizens; and

WHEREAS, the City of Mandeville desires to include in its corporate limits all properties along major corridors and gateways which, because of their visibility, define the character of Mandeville to both residents and visitors alike; and

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 enlarged to include the below described immovable property which is hereby annexed into the City of Mandeville:

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 Parish of St. Tammany, 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 CHINCHUBA SUBDIVISION, Section 34, Township 7 South, Range 11 East, St. Tammany Parish, Louisiana, and more fully described as follows, to-wit:

From the corner common to Sections 33, 34 and 38 of the above township and range, run South 67 degrees 25 minutes East 924.2 feet to the line or corner of Lots 41 and 42, Chinchuba Subdivision; thence run along the line between Lots 41 and 42 North 89 degrees 07 minutes East 383.8 feet to a highway right of way monument on the east line of North Causeway Approach (North Causeway Frontage Road) and the POINT OF BEGINNING.

From the above POINT OF BEGINNING run along the east right of way line of North Causeway Frontage Road North 14 degrees 20 minutes 49 seconds East 256.95 feet (Title - North 14 degrees 06 minutes East 257.5 feet) to an iron rod on the south right of way line of LaSalle Street; thence along the south right of way line of LaSalle Street North 89 degrees oo minutes 30 seconds East 255.08 feet (Title - North 89 degrees 07 minutes East 252.7 feet) to an iron rod; thence South 17 degrees 17 minutes 55 seconds East 258.96 feet (Title South 17 degrees 21 minutes East 258.8 feet) to an iron pipe; thence South 89 degrees 07 minutes West 395.76 feet (Title - 394.9 feet) to a highway monument on the east right of way of North Causeway Frontage Road and the POINT OF BEGINNING.

All as more fully shown on survey of Dading, Marques & Associates, Inc., R.L.S., dated January 25, 2002.

Being the same property acquired by Ronnie Lamarque Properties, L.L.C from Ronald M. Lamarque, per act passed before Ellen Mullins, Notary Public, dated September 12, 2001, filed September 21, 2001, at Instrument No. 1266388, St. Tammany Parish, Louisiana.

BE IT FURTHER ORDAINED, that upon annexation into the municipal limits of the City of Mandeville the above described property be designated for purposes of zoning as a B-2, Highway Business District, as defined and regulated by the provisions of The Comprehensive Land Use Regulations Ordinance of the City of Mandeville, and that the Official Zoning Map of the City of Mandeville be amended to reflect this annexation and zoning.

BE IT FURTHER ORDAINED, that this property will be located in Council District two (2); and

BE IT FURTHER ORDAINED, that following the annexation of the above-described immovable property into the corporate limits of the City of Mandeville 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 this site is located in the Priority One Area, "Infill" for annexation and that all generated Sales Tax Revenues shall be 100% to the City of Mandeville in accordance with Ordinance No. 90-10 and that certain Sales Tax Enhancement

Plan entered into by and between the City of Mandeville and the Parish of St. Tammany on September 20, 1990, or as modified by written agreement between the Parish of St. Tammany and the City of Mandeville by subsequent Annexation Growth Plan(s); and

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 she is hereby authorized and empowered to take any and all actions which she, in the exercise of her discretion, deems necessary to promulgate the provisions of this ordinance.

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

AYES: NAYS: ABSENT: ABSTENTIONS:	
and the ordinance was declared adopted this	day of 2024
Kristine Scherer Clerk of Council	Jason Zuckerman Council Chairman
SUBMITTAL	TO MAYOR
The foregoing Ordinance was SUBMIT Mandeville this day of, 2	FED by me to the Mayor of the City of 2023 at o'clockm.

CLERK OF COUNCIL

APPROVAL OF ORDINANCE

The foregoing Ordinance is by me hereby APPROVED , this day of 2023 at o'clockm.
CLAY MADDEN, MAYOR
VETO OF ORDINANCE
The foregoing Ordinance is by me hereby VETOED , this day of2023.
CLAY MADDEN, MAYOR
RECEIPT FROM MAYOR
The foregoing Ordinance was RECEIVED by me from the Mayor of the City of Mandeville this of, 2023 at o'clock m.
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 Council of the City of Mandeville at a duly noticed, called and convened meeting of said Council held on the day of, 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 day of, 2024.
CLERK OF COUNCIL

WILLIAM J. JONES, JR.
JEFFREY D. SCHOEN
JOHN R. WALKER
MARGARET H. KERN
CALVIN P. BRASSEAUX
THOMAS H. HUVAL
PAUL J. MAYRONNE
ANDREW J. WALKER

KATHERINE L. RIECKE

JONES FUSSELL, L.L.P.

ATTORNEYS AT LAW

NORTHLAKE CORPORATE PARK, SUITE 103 1001 SERVICE ROAD EAST, HIGHWAY 190

P.O. BOX 1810 COVINGTON, LOUISIANA 70434-1810

> TELEPHONE (985) 892-4801 FAX (985) 892-4925

December 14, 2023

VIA HAND DELIVERY

City of Mandeville

Attn: Cara Bartholomew, AISP, Director 3101 E. Causeway Approach Mandeville, LA 70448

Re: Fli

Flick Properties, LLC – Banner Ford Application for Annexation and Variances

Dear Cara:

In accordance with the above-referenced matter, please find enclosed the following documents, to-wit:

I. Annexation

- a. Application for Annexation;
- b. Two (2) site plans;
- c. Legal description and survey;
- d. Certificate from the Registrar of Voters;
- e. Flood Zone Determination Letter from the Parish;
- f. Certificate of Property Values by the Parish Assessor; and
- g. Our firm check in the amount of \$927.00 for the applicable fees.

II. Variances

- a. Application for Variances;
- b. Legal description and survey;
- c. Deed of Acquisition;
- d. My letter of explanation regarding the variances requested;
- e. Two (2) site plans referenced in my letter of explanation; and
- f. Our firm check in the amount of \$300.00 for the applicable fees.

I have not included the estimate of sewer impact fees from the Mandeville Public Works Department. If this is a separate request I need to make directly to Public Works, please advise, and I will be glad to do so.

HOWARD R. FUSSELL (1937-2015) Ms. Cara Bartholomew December 14, 2023 Page 2 of 2

Thank you for processing our applocations, and should you have any questions or need any additional information or documents, please do not hesitate to contact me.

Sincerely,

Paul J. Mayronne

PJM/amh Enclosures

cc: Flick Properties, LLC - Banner Ford

WILLIAM J. JONES, JR.
JEFFREY D. SCHOEN
JOHN R. WALKER
MARGARET H. KERN
CALVIN P. BRASSEAUX
THOMAS H. HUVAL
PAUL J. MAYRONNE
ANDREW J. WALKER
KATHERINE L. RIECKE

JONES FUSSELL, L.L.P.

ATTORNEYS AT LAW

NORTHLAKE CORPORATE PARK, SUITE 103 1001 SERVICE ROAD EAST, HIGHWAY 190

P.O. BOX 1810 COVINGTON, LOUISIANA 70434-1810

> TELEPHONE (985) 892-4801 FAX (985) 892-4925

December 12, 2023

City of Mandeville Attn: Cara Bartholomew, AISP, Director 3101 E. Causeway Approach

Mandeville, LA 70448

Re: Application for Variance

Flick Properties, LLC - Banner Ford

Dear Cara:

In accordance with the Application for Annexation filed by Flick Properties, LLC ("Flick") for the Banner Ford property located along the U.S. Highway 190 frontage road (the "Property"), please allow this letter to serve as our statement for the variances requested and the applicable practical difficulties giving rise to each such request.

As you are aware, if annexed, the Property will be zoned B-2 Highway Business District and will be within the Gateway Overlay District. It is my understanding that the current use of the Property, as a Banner Ford sales and service facility, would be a permitted use. It is Flick's desire to annex the Property into the City of Mandeville, provided that in doing so it does not unreasonably impact the operation of its business. In light of the fact that the Property is fully built-out, and has been so for decades, it is simply impossible or otherwise not feasible to bring the Property into full compliance with the CLURO.

In light of the foregoing, we are requesting the following variances, to-wit:

I. B-2 SITE DEVELOPMENT REGULATIONS:

A. <u>Maximum Building Height</u>. The precise height of the existing buildings on the Property are unknown. However, to the extent that the buildings exceed the maximum height required under the CLURO, we are seeking a variance. The practical difficulty giving rise to this request is that the buildings are already constructed and have been so for many, many years.

HOWARD R. FUSSELL (1937-2015)

- B. <u>Maximum Impervious Site Coverage</u>. As part of our submittal, we have provided the impervious site coverage for the Property, which exceeds the seventy-five (75%) percent maximum allowed under the CLURO. We are requesting a variance as it relates to this matter and the practical difficulty is that the vast majority of all impervious surfaces are in place and have been for an extended period of time. While we will be installing some additional impervious surface on the property to be acquired from Emerald Corner, LLC (which property is currently in the City), we will be preserving some non-pervious areas around the existing live oak tree and along our eastern property line.
- C. <u>Signs</u>. There is an existing pylon sign on the Property which has been in place for many, many years. This pylon sign is critical to Flick's business and is a requirement from Ford. Accordingly, we are requesting a variance to allow this sign to be maintained on the Property. Furthermore, we are requesting a variance to allow Flick to replace the sign, if and when it should become necessary, with a new sign not to exceed the height of the current sign.

II. MINIMUM OFF-STREET PARKING REQUIREMENTS:

It is our understanding that the CLURO requires Flick to have 183 parking spaces on the Property. The Property currently has 81 parking spaces. We are requesting a variance as to this requirement. The practical difficulty giving rise to the variance request is that the Property is built out and has been for many years. In addition, we are requesting a variance because although the Property does not contain the required parking spaces, Flick has well more than 183 parking spaces on adjacent properties which are owned by Flick. As part of our submittal, the City has been provided with an overall site plan of the Flick holdings in the area, which demonstrate that Flick has significantly more parking than is required.

III. LANDSCAPING REQUIREMENTS:

- A. Twenty-five (25') foot in-depth greenbelt along Causeway frontage with required plantings Variances are requested for the practical difficulties described below.
- B. Fifteen (15') foot greenbelt along LaSalle Street with required planting Variances are requested for the practical difficulties described below.
- C. Screen of Vehicular Use Area A variance is requested for the practical difficulties described below.
- D. Site interior plantings Variances are requested for the practical difficulties described below.

Ms. Cara Bartholomew December 12, 2023 Page 3 of 3

All of the foregoing variances are requested as result of the fact that the site is fully developed, and the greenbelts and plantings simply cannot be practically achieved. However, it should be noted, Flick has requested and received approval for landscaping within the Louisiana Department of Transportation Development right-of-way along the east and west sides of the U.S. Highway 190 frontage road adjacent to and near the Property. Flick has installed and maintained these plantings for many years. It is the intent to continue to maintain these plantings which provide significant benefit to the entire area.

I hope the City, and its respective commissions, will give due consideration to the variance requested. This is a unique situation, given that we are dealing with a long-time operating business on a site that has been fully built out for decades. We believe that the annexation of the Property into the City of Mandeville can be beneficial for all parties. We look forward to the opportunity to further explain our requests at the appropriate time.

As always, thank you for processing our request, and should you have any questions, or need any additional information, please do not hesitate to contact me.

Sincerely,

Paul J. Mayronne

PJM/amh

cc: Flick Properties, LLC - Banner Ford

