

The meeting was called to order at 6:00pm by Zoning Chairman Brian Rhinehart

The secretary called the roll.

Commissioners Present: Brian Rhinehart, Karen Gautreaux, Nixon Adams, Simmie Fairley, Mike Pierce, and Claire Durio

Absent: Scott Quillin

Also Present: Cara Bartholomew, Director Planning Department; Lauren Brinkman, Planner; David Parnell, City Attorney; Alex Weiner, Secretary; Keith LaGrange, Director Public Works; David LeBreton, City Consultant Engineer

Z22-10-02 – LSU Health Foundation requests the rezoning of a Planned Residential District to Planned Combined Use District and to establish site development criteria and allowable uses within the district, Parcel D Section 46, Mariners Village Subdivision, PRD Planned Residential District, Mariners Blvd

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CU22-10-02 – LSU Health Foundation requests Conditional Use Approval to allow Administrative and Business Offices (6.4.1), Multi-Family Residential (6.2.7), Lodging (Transient) – Hotel/Motel (6.4.44), Restaurant-Sit Down with lounge (6.4.67), General Retail Sales (Conveniences) (6.4.38), Marine Services-Marina (6.4.53) and Marine Services – Retail (6.4.54) as defined in Article 6 - Land Use Classifications per the Table of Permitted Uses, CLURO Section 7.8, Parcel D Section 46, Mariners Village Subdivision, PCUD Planned Combined Use District, Mariners Blvd

Ms. Bartholomew said they would do a recap of the traffic impact analysis study and answer any lingering questions with that, then recap the full request. The next meeting would be a formal work session and then they would schedule a meeting to make the recommendation.

Bill Hoffman, President of Woodward Interests: Gave an overview of the site. There would be parking under the main buildings with 500 spots. There would be 201 units in the Active Adult community, and 82 rooms in the hotel. The marina will have 103 slips and there will not be a boat launch. With the comparison of the Active Adult community vs the Multi Family classifications the Multi Family classification would add 38 more trips in the morning and 29 more trips in the afternoon.

Mr. Hoffman said that in order to maintain the status of an Active Adult community there is a specific exemption under the Fair Housing Act for communities that are restricted to 55+. There are three criteria that you need to meet. The first is to have at least 80% of units occupied by people 55+, the second is that the policy and procedures need to indicate that it is an Active Adult community for people 55+, the third is that the age verification process has to comply with the Federal Government Fair Housing Standards.

Mr. Hoffman said that the traffic impact on Monroe and Causeway was a 0.2 second increase with the Multi Family classification vs the Active Adult Community classification.

Mr. Rhinehart said that there would be 38 cars added in the morning and 29 in the afternoon and asked if the level of service would change and if it would be a nominal or significant impact and if the grade would change. Mr. LeBreton said it would not change much.

Ms. Durio said that with 201 units having 77 trips during the peak morning hour did not seem reasonable for Multi Family as people work and go to school.

Alison Michel, Representative of Urban Systems: That is for the peak hour only and specific to one hour, it is not the entire number of people. This is based on studies around the country

and is the recognized way to generate trips industry wide. The time is from 7:00am – 8:00am and 4:45pm – 5:45pm.

Mr. Rhinehart asked what the baseline trips per day were and the projected, Ms. Michel said she would look for that.

Ms. Bartholomew said there would be a time to ask questions and not to scream out from the audience.

Ms. Durio said that what Ms. Michel is saying is that approximately 60 people would leave in that hour between 7-8 and then more from 8-9, is that the theory? Ms. Michel replied that was correct, not everyone is leaving at the same time. She reiterated that this information is based on solid data.

Mr. Adams said they would talk at the work session for assumptions on the level of service. There does not seem to be a big difference between the two distinctions. Mr. Rhinehart said that was why he asked the question to see if the level of service would change.

Nicole Stanley, 154 Cindy Lou: Has children at Mandeville Elementary and Tchefuncte Middle School. She is concerned with the traffic flow at the carline. She moved here for the space to take her kids to school safely and does not want this to turn into Metairie. She is concerned with the traffic flow in the mornings. She would not have moved here if she knew that Oracle, Sucette, or the Lake Lots were potential projects.

Ernest Burguieres, 241 Wilkinson: LSU Health Sciences has nothing to do with this project. *Mr. Burguieres passed out a copy of the gift agreement for the land* Mr. Burguieres also said that the gift agreement has a bailout clause in it.

Andrew Ellender, 780 Lambert: He is for progress and expansion, but does not understand how people leaving will get to the causeway. People trying to take a left at the red light have to wait several cycles. Will they be partnering with the City to expand the infrastructure. Mr. Hoffman said that they worked with the City for the traffic analysis and the impact would not need any expansion.

Mr. Rhinehart said that there were some mitigation suggestions in the study, Mr. Hoffman said those were for 2045 and not the immediate impact.

Mr. LaGrange said that light is currently malfunctioning and the City is aware of that and has been working with GNOEC to correct it.

Bill Casanova 501 Tops L: How are people supposed to enter through Mariners Boulevard, as the cars are coming off the Causeway going 50-60mph. How will someone from the south shore going to the north shore ingress there? There needs to be a right turn only lane going west on Monroe for this to work. Thinks it silly to believe the Traffic Study.

Mr. Rhinehart asked if the algorithm used to generate the trip calculate all 201 units or the average occupancy of the units. Mr. LeBreton said the land use has data from other studies then you would enter the units into the formula to generate the ingress and egress.

Ms. Durio asked why an entrance was shown on Mariners Boulevard and not on Monroe. You can only enter from Mariners Boulevard from off the bridge. Why is it shown as the primary entrance. Mr. Hoffman said that Mariners Boulevard was designed as the primary entrance when it was conceived, long before this process. If coming down Monroe can go down either of the Antibes. Ms. Durio wanted to make sure that they understood they could not get to Mariners Boulevard coming southbound on Causeway, Mr. Hoffman said that was correct.

Kevin Vogelanz, 160 Cindy Lou: He shares the question about the validity of the traffic study. The data came from one day of observation and he is not sure the true conditions were

replicated. No one believes the study is accurate. There is no advocate for the people to vet this. There is always a level of mistrust with consultants. His suggestion is to have the money that was paid to the consultant be donated to the commission for them to hire their own consultant to do a study.

Mr. Rhinehart said that he wants to vet this as well. The city has an advocate in Mr. LeBreton and Mr. Rhinehart feels confident that this was vetted as best as it could be. Ms. Durio added that they did go for a whole week and the single day was chosen when there was school and not a holiday. It was reviewed by Mr. LeBreton for the City. There was some concern over the Multi Family vs the Active Adult Community numbers which is why the question was asked. This is when the City gets the voices heard.

Lawrence Grundmann, 301 Mariners Island: Concerned that the application had changed when they were talking about Multi Family. This is known as project creep and things getting more ephemeral. The Traffic Study is based on assumptions, a base should be agreed on before modifications are done. Is the application changing or staying the same. Ms. Bartholomew said the application has not changed. The City only has the Multi Family designation, and does not have anything age limited. That is why it was used as there is no land use for age restricted.

Mr. Rhinehart added that the comparison of Multi Family vs Active Adult was asked for the calculations to see if the level of service would change.

Mr. Grundmann asked why there were asking for 1.5 cars for 201 residents with the Multi Family designation. Mr. Hoffman reiterated that they were not asking for Multi Family, but for Active Adult. That has not changed. They provided the Multi Family numbers based on additional questions and for clarity, but they are asking for Active Adult.

Mr. Grundmann said someone would have to explain how they would approve the 1.5 cars for 201 units. Mr. Rhinehart said that regardless of the category they are asking for a waiver of parking.

Ms. Bartholomew added that the difference in designation did not change the Traffic Analysis so the only thing they would be looking at is the parking calculations.

Ernest Burguieres, 241 Wilkinson: The rule of thumb for Port Marigny was one car for each adult. Because this is a senior place it will only be 1.5 cars, is that what it is? Ms. Bartholomew said that is what they were proposing. She said the parking calculations that the City has is for Single Family Residential is two spaces per dwelling. For Multi Family it is 1.5 spaces per efficiency apartment, and two spaces per 1-3 bedrooms. Congregate living is also 1.5. They are asking to use the 1.5 rather than the 2. Mr. Burguieres said of course they are, Ms. Bartholomew said that is part of the process and why they are here. Mr. Burguieres asked why they are not using the 2.

Mr. Hoffman said they spoke about this at a prior meeting. They looked at the demographics and numbers based on Active Adult communities across the country and the parking comes out to 1-1.25. They are asking for 1.5 as they feel they are close to congregate care, which would be 300 spaces for a 400-unit complex. There is adequate parking for the site.

Mr. Burguieres said that the only problem he has is that they are making a speculation based on a formula that no one shares a belief in except for the developers that there will only be 1.5 cars for a two or three family home.

Mr. Hoffman said they are not Port Marigny so any comparison is erroneous. When he says that Mr. Burguieres is not the target audience, he may have qualified due to age but may not want to live in a rental unit in an Active Adult complex. If you look at the number of 55+ people in the county, they are going after a specific niche. They expect the average age to be

70-72 years old and be comprised of 60% single women. That is what they see in other Active Adult communities. They are not looking for someone with three cars.

Mr. Burguieres asked what Plan B would be if things do not work out like they hope? Would it turn into Section 8? That is what happened to Mariners Village only 200 yards away from the project.

Claudia Hope, 171 Live Oak: Have parents that are the age they are discussing with a paid off home. How can you be sure people would rent when they already own their own home and cars. She does not think that anyone with a paid off home would go and rent. What if they have the apartments and people do not want to rent. Would it get turned into Section 8 housing to get the money back as it is guaranteed funds. Who gets to live there if it does not work out as planned.

Mr. Rhinehart said the Fair Housing requirements to advertise as a 55+ requires at least 80% occupancy. If it is below that then they cannot exclude based on age. That is why the Traffic Study took that into account and the Level of Service was not impacted.

Ms. Bartholomew interjected to clarify that they are not here to talk about if the project is successful or not, there is an application before the commission with what they are asking for. We also do not discriminate against low income housing or high end housing, that is not what we are here to do. Mr. Rhinehart added that they do not look at the viability of a project either.

Ms. Durio said they are suggesting that the parking and traffic should follow the senior adult housing. The City does not have a classification for that, and has it down as multi family. Is there any limitation placed on them if approved from getting rid of the age limitation and operating as multi-family housing.

Paul Harrison, 532 Girod: Retained by the developer to give advice on the CLURO. He wanted to remind everyone that there will be an ordinance drafted with the conditional use application which spells out the terms of the use. If the project fails, then the Conditional Use would have to be reconsidered. Active Adult fits somewhere between Multi Family and Congregate Living. The traffic analysis was based on the Active Adult community and everything is based on success. That is all the commission and city council can look at today. If it should fail in the future, then any future purchaser can only use it consistent with the conditional use that was granted. If they wanted to turn it to something else like full tilt multi-family, then they would have to go back before the commission.

Mr. Rhinehart said they were not gauging viability or whether it succeeds or not. They may decide to change their business model down the road. The City is not going to police the 80% occupancy. There is no zoning for senior citizen so it will go in as Multi Family so they would not need to come back if they wanted to change.

Mr. Harrison said an ordinance should be drafted that contemplates that. Ms. Durio said that he was saying the ordinance could include the age restriction where the use would terminate if the age restriction is not maintained only because it would change the density.

Mr. Pierce said they may be jumping ahead as Mr. Harrison is looking at the use. Right now they are asking for a rezoning, and in that rezoning the commission has to look at everything that could be included in that rezoning which could include the multi-family units.

Mr. Harrison said that under the comprehensive plan and master plan this land is zoned Planned District. Any sub category of a Planned District hinges on a buildout. The commission is not looking for a zoning change, the underlying zoning classification is still working, they are not looking to change it from PD to commercial or residential. They are wanting a particular project with a particular site plan. If you do not change it, it is ok as it is already PD. It is currently empty land, zoned PD.

Mr. Parnell said to the point Ms. Durio brought up there is no provision in the CLURO to allow an age-based contingency. There is no condition to be placed to require them to be 55+.

Ms. Durio asked if that could be handled with the Planned District. Mr. Parnell said they are willingly taking that condition, but the CLURO does not allow the City to impose an age-based zoning.

Mr. Harrison said there will be a specific ordinance for this project, with a whereas clause that tracks what has been said. The City may not be able to police the age restriction but the Federal Government would, but that is an issue not to be decided at a site plan analysis. That would be going too far ahead.

Ms. Durio said if the CLURO does not allow for an age-based restriction how would that be implemented, Mr. Harrison said that the federal law allows for age restricted housing, a local law is not needed. He is suggesting if an age restricted community is being asked for, and the traffic study and business model hinges on an age restriction he is trying to address the concern of if it fails. Ms. Durio said she is not concerned with it failing, she is concerned with it being implemented. She is worried that they will establish something with an age restriction that would not be valid under the CLURO. She understands that the federal government allows it, but they need it to be applicable for this application. Mr. Harrison feels like they could do it with an ordinance using federal law as a backbone.

Mr. Rhinehart said if it was recommended to the council and they run with it, Mr. Harrison is suggesting the ordinance say to move forward with the development we will require you to be 55+. Mr. Harrison said he was. Mr. Rhinehart asked if in five years they fall below the 80% occupancy would they shut down and people have to move out? Mr. Harrison said they could start code enforcement to see how the situation could be rectified. He is not saying it would be easy, but it would not be unregulated.

Mr. Rhinehart said that they have to consider what they are suggesting. If there is a struggle to fill that 80% occupancy what is the ramification? Ms. Durio added that they do not want an empty project. Age is not something easily enforceable and this is a different model than traditional multi-family housing.

Mr. Harrison said that having these questions will bring a discussion to find the solution. Ms. Durio said they are looking for a solution if it is difficult to have the 80% occupancy.

Mr. Hoffman said the traffic study met the requirements for both multifamily and active adult. They are asking for a parking variance. If the project fails, the impact would be on parking and the owner would determine how to meet those requirements. They can add more parking but have chosen not to as they do not want a parking lot on the site, they want to have the greenspace. He said that they believe there is no need to add additional parking.

Mr. Adams mentioned how there were some previous projects where they have designated green space for parking and had green parking bays.

Mr. Casanova asked how much of the traffic study was allotted for the Mariners Village ingress. 10%? 20%? And how much was Monroe Street. Ms. Michel asked if he was asking specifically for new trips as the study collected existing data and then estimated the new trips. Mr. Casanova said he wanted to know how much was going through Mariners Boulevard as the only way into the development from Mandeville is on Monroe Street. Ms. Michel said there would be 35% coming in from the south shore to take Mariners Boulevard. Mr. Casanova said there should be an independent study done as this whole Mariners Boulevard thing is silly.

Mr. LeBreton said that the developer ran the 35% coming from the south shore along with a second scenario with only 5% coming from the south shore with the rest of the traffic

utilizing the Monroe intersection. The first run was based on existing conditions, the second was run with all percentages localized which dropped the percentage to 5%.

Ms. Durio said that the 5% makes more sense.

Ernest Burguieres, 241 Wilkinson: Thinking about how this will be policed, if the federal government is going to be the ones to regulate what can be advertised it probably has to be reported to them. He said that people in Baton Rouge rent houses for their kids, how would that be enforced. If the federal government says that you do not qualify, do you start over and go back before the City? Is there a time period to correct? This is something that we do not have rules for and are making them up as we go along.

Mr. Rhinehart shared that concern and thought that was worth building into the ordinance to come before the City to repeal the ordinance to take the age restriction out. Mr. Harrison added that CLURO Section 4.3.3.1.6 says the ordinance runs with the land and transfers to new owners. Mr. Rhinehart said that even if the existing owner wanted to change something they have to go before the City.

Ms. Durio said that Mr. Adams had brought doing a plan showing what spaces could be used for parking. Is there an ability to see what spaces would fit with the green space required. She wanted to know the backup plan if they need more parking.

Mr. Hoffman said there is the ability to have more parking on the existing site. He does not believe under any scenario that they would go from 300 – 400. If you do not add the parking you will not be able to rent the units as you cannot park and walk in.

Ms. Durio just wanted to know if it was doable while still meeting the site requirements. There is a self-regulating aspect, but she wants to know the space is there. Hopefully it is never needed but she wants to make sure the site requirements are met.

Mr. Adams said that enforcing the age requirement is easy if they are registered voters. Mr. Rhinehart said that is if they are registered to vote. Mr. Parnell said it was more involved than just voting rolls. They are voluntarily placing that restriction to be exempt from the FHA and will have requirements to be met with their leases so it will be more detailed. There should not be any concerns about verification. Mr. Rhinehart said they would be verifying with the federal government, not the City. Mr. Parnell said that was correct.

Ms. Bartholomew said there was a provision for a parking bank which states: "Parking spaces otherwise required by this ordinance allow for such parking spaces to be held in reserve as landscaped open space shall be known as a "parking bank". A parking bank shall not be used for the construction of any structure which would interfere with its intended use as future parking spaces". So there is a provision to allow them to designate a space as a parking bank and it would not be counted in their landscaping. Additionally, they would have to come back before the commission if they wanted to use the space for anything other than their reserved parking.

Kevin Vogeltanz, 160 Cindy Lou: Is the traffic study that is posted to the website including the 5% from the south shore. Mr. LeBreton said it was on the appendix page 169. Mr. Vogeltanz asked if it took Port Marigny into account. Mr. Rhinehart said it did not. The commission only looks at what is in front of them. If Port Marigny pulled a permit they would require them to do a new traffic study as too much time has passed and it would have to account for the new baseline that LSU presents.

Mr. Adams said there is a study being done by the City in the area, but he is not sure of the status. Mr. LeBreton said that Mr. Adams is referring to the safety study by Neel-Schaffer which has not started yet.

Mr. Parnell said that the traffic study takes into account the current conditions. They are two separate projects. If Port Marigny pulled a permit they would need to do another traffic study as it is seven years old. The same would be necessary for this project if they came back for different uses.

Ms. Durio asked if it was correct that the existing conditions and permitted projects were taken into account when doing the traffic study. Mr. Parnell said that was correct. Ms. Bartholomew added that the growth rate is taken into account as well. Mr. Parnell reiterated that the study that has been presented meets the requirements.

Terri Hamilton, 1111 Villere: There are two other variances being asked for as well, removal of live oaks and a height variance. Both make the parking area and project a moot point. Everything is integrated. Mr. Rhinehart said those other aspects were addressed at previous meetings and asked if Ms. Bartholomew could do a recap of what is being requested.

Ms. Bartholomew said there is the Conditional Use approval and the zoning change to PCUD as they are asking for multi family and commercial uses. In those conditional uses would be administrative and office uses, multifamily, the lodging for the hotel, sit down restaurant, retail sales, marina, and marina retail sales. Only those uses would be permitted, any deviation would have to come before the commission for approval. The B-2 and R-3 regulations were used for a base regulation. Those allow for 50ft for the max height of buildings in a flood zone and they are asking for 60ft. They are also asking for a deviation of 100 parking spaces and to remove four live oaks. She will have a staff report prepared for the next meeting in the traditional format.

Mr. Rhinehart said the next meeting would be to gather their thoughts to make their recommendation to the city council. Ms. Bartholomew said they need to make sure they have everything they need, if they need more information now is the time to ask for it.

Mr. Adams said they would be removing 4-5 live oaks but he remembered them not having much canopy, and would be replaced by 36 live oaks at whatever diameter the commission requested. He would like to see the plan for the trees being removed as they should recommend based on canopy coverage. Mr. Hoffman said that the plans are on the City website.

Ms. Durio said she saw some pictures of the trees to be removed and wondered if there were any more. She asked if there were any changes or revisions to the landscape plan, especially by the lakefront. Ms. Bartholomew said the plans are posted on the website. She added that the renders of the buildings did not show the trees, they can get a revised rendering to show that. Ms. Durio added that the lights were a little glaring at night on the rendering.

Nicole Stanley, 154 Cindy Lou: Asked if they could provide a rendering addressing the school carline and traffic.

Mr. Rhinehart asked if the base trips per day could be provided, Ms. Michel said it was in the study.

Ernest Burguieres, 241 Wilkinson: Asked what the hardship for the variances were, Mr. Adams said they were creating a new zoning, so it is not needed. Ms. Bartholomew said the city council is creating an ordinance specifying the regulations for this specific piece of property. They were discussed in the context with the base zoning ordinance as a comparison for what is being requested. Mr. Burguieres said what Ms. Bartholomew is saying is that the City has certain tree, parking, and height requirements and there is nothing above that, but if this project goes through they could recommend something higher than anywhere else in the City with less parking and oak trees. Ms. Bartholomew said that the removal of the live oak trees would be a variance, but the height and the parking would be a special calculation for this specific property.

Mr. Burguieres asked if they were allowed to go above 50ft they would be the only place in the City that could do so. Ms. Bartholomew said it would be specific to this property.

Mr. Adams said there was a B-4 zoning at one time where you could have buildings that high. Mr. Burguieres said he was confused by the use of the word variance in the original application, Ms. Bartholomew said she would clarify that.

Mr. Burguieres said it makes things much clearer, this is a whole new ballgame that they are trying to promote here and they are making the rules up as they go with your help. Who is advocating for the residents who do not like those tall spires. Ms. Bartholomew said the City has a zoning classification that is Planned District which allows for all of this. This is not "making it up as we go along", this is part of the City zoning ordinance that allows development to come through and create their own regulations, with the recommendation of the planning commission and the city council.

Mr. Burguieres said it has never been done before, Ms. Bartholomew said it absolutely has been done before. Mr. Burguieres asked where, Ms. Bartholomew said there are Planned Districts all along West Causeway. Mr. Burguieres asked if they were higher than 50ft, Ms. Bartholomew said no, but they are Planned Districts. Mr. Burguieres said that is the problem, they are stepping away from the rules and people are concerned about that, and this is where they make up the rules as they go along.

Ren Clark, 420 Carroll: The commission has a responsibility to the citizens about the health, safety, and welfare. What extent does this serve the health, safety, and welfare of the residents. A variance is inseparable from a hardship. This puts the challenge to planning, what do you do if the traffic volume increases. There are bigger problems than this development.

Mr. Adams said they have to assume that the developers will follow the law, you cannot assume that they are evil. An engineer has to put their stamp on the documents, why would they lie about a traffic study that would impact their career.

Mr. Clark said that outsiders do not know how Mandeville works. Mr. Adams said that Mandeville has gotten better, and all the commissioners have tried to do the right thing.

Ms. Durio said that traffic and parking have been discussed and what it was. The CLURO has an acceptable amount of traffic, and there seems to be an expectation that the level will be lower than what the CLURO permits. When you look at the traffic studies, information was pulled nationwide and does that take into account our town.

Mr. Rhinehart asked if the trips per day were ready. Ms. Michel said they were and mentioned that the engineer who will stamp the plans once they are finalized lives in Lewisburg. For senior family housing the number of daily trips is 651 and for multifamily it is 913 for a difference of 262 in a 24hr period. Mr. Rhinehart said that is for if it was built, what are the current trips per day. Mr. LeBreton said it was about 7,000 trips per day on Monroe and it is pretty equal across the board. Mr. Rhinehart said they would be adding approximately 600-900 more.

Kathy Casanova, 501 Tops L: Live on the border and there are 8 live oaks, with two over 300 years old. 5 are being proposed to cut down and three will be saved. The 36 to be planted, the growth will not be seen in their lifetime. There are also ancient growth trees of other types and there is no way we should cut these trees down. She walked the site with Malcolm Guidry.

David Bolyard, 243 Carroll: Lived next to the church for years and knows how to schedule his day. The problem is that this is being put in front of the infrastructure. There is not enough to make it work. Infrastructure after the fact is a trainwreck. There needs to be a better idea for the roads.

Bill Casanova, 501 Tops L: Not against the project but wants to make sure it is done right. He has to go to Girod to get to Saias and the traffic was not like this 20 years ago.

Mr. Adams agreed that the infrastructure should be before the development. There should be a long term plan in place, but growth gets in front of that.

Lawrence Grundmann, 301 Mariners Island: Wants it done right and for them to be good neighbors. There is some conflicting response as this is a private project on public land, who is responsible for the upkeep. This should not get deference because of the LSU name.

Ms. Bartholomew said the next meeting on the 14th is a regular meeting then the meeting on the 20th will be the work session for the LSU, where she will have a staff report as usual. They will schedule the voting meeting at that work session as depending on the April agenda it might be a special meeting. Mr. Rhinehart said that the commission would work out amongst themselves their recommendation and then they would vote at the following meeting.

Ms. Bartholomew suggested having public comments upfront to give time for the commission to talk uninterrupted. Mr. Rhinehart agreed with having public comments at the start with a strict time limit of maybe 30min.


Lawrence Grundmann, 301 Mariners Island: Has questions about the process. There have been a series of questions asked, and he thought the staff would collate them and answers would be provided. Ms. Bartholomew said that all public comments get forwarded to the commission. Ms. Durio said she had raised some questions that had not been raised yet. Mr. Grundmann said lots of questions have been raised but not answered yet. Ms. Bartholomew said the purpose of these public hearings are to ask the questions.

Mr. Grundmann said for one example is the governance of the project once it is out. Who will regulate the beach. Mr. Hoffman said the entire development is owned by them and the would be responsible for maintaining the property in accordance with all rules and regulations. It is private land but the City has an ordinance that requires the public access to the Lakefront. It is private land so they can monitor the Lakefront. As the owners they are responsible for everything in the 22 acres. Ms. Durio said that the questions have been answered at the various meetings and they have been very forthcoming.

Ms. Bartholomew added that all the meetings are posted online and can be reviewed.

Ms. Gautreaux motioned to adjourn the meeting, Ms. Durio seconded, and all were in favor. The meeting was adjourned at 7:47pm


Alex Weiner, Secretary


Karen Gautreaux, Chairwoman
Planning Commission


Brian Rhinehart, Chairman
Zoning Commission

Alex Weiner

From: Renee's Email [REDACTED]
Sent: Sunday, March 5, 2023 2:58 PM
To: Alex Weiner
Cc: [REDACTED]
Subject: March 7, 2023 P&Z Special Meeting

Questions:

Since the 55+ aged residents are allowed to have their under 55 aged spouses live with them, what stipulations will be in their lease agreement if they should separate?

Has there been any research done regarding 55+ aged residents (with average being mid 70's and female) sharing their beach, restaurants, shops, playground, marina with any age? With the general public? Having destination hotel parties such as bachelorette parties next to them?

During the last meeting you stated in a nutshell, if you had to open the apartments up to any age that you would reappear in front of the P&Z again; can you please explain how your lease agreement would allow that when you have stated that you must be age restricted per the lease agreement?

Thank you,
Renee Caceres
164 Shannon Dr
Old Golden Shores

Alex Weiner

From: [REDACTED]
Sent: Friday, February 17, 2023 12:26 PM
To: Alex Weiner
Subject: RE: LSU Mariners Village Property Plans Additional (#4) Comments of Lawrence Grundmann, 301 Mariners Is. 70448, for inclusion in Planning Committee Zoning Change Application Record

Hi Alex

As you can see from the email below, the third such written submission on this issue, that, as Owners of Mariners Island Condos, we are a very interested party. We are disappointed that there was not more advanced or general notification of this being on the Feb 13 PC meeting agenda. Also, we are disappointed that previously submitted questions, both written and orally presented by several interested parties have not been correlated and responded to. We believe that many of the answers are relevant to the decision making process and should be made available.

The traffic study does raise a general question: does the delay times refer to the theoretical time (as if all cars move when signaled or does it build in the normal reaction time i.e.: the last car in a ten car line may not get to move until as much as ten seconds after the first car has moved (in other words, waiting vehicles do not move as a unit).

As a recent daring attempt to turn from Mariners Blvd onto Causeway East northbound during a weekday 6:00 pm rush will attest, those theoretical traffic studies leave a lot to be desired as far as reflecting reality.

Would you please confirm for me the Staff Department head email as I would like to contact her about an appointment to see her.

Thank you.

Larry Grundmann

From: Alex Weiner <aweiner@cityofmandeville.com>
Sent: Tuesday, October 25, 2022 8:26 AM
To: [REDACTED]
Subject: RE: LSU Mariners Village Property Plans Additional (#4) Comments of Lawrence Grundmann, 301 Mariners Is. 70448, for inclusion in Planning Committee Zoning Change Application Record

Lawrence,

Thank you for your comments. They will be distributed to the commission.

Alex Weiner, CFM

Planning Secretary
Department of Planning & Development
City of Mandeville
3101 E. Causeway Approach
Mandeville, LA 70448
(985) 624-3103

Permit applications and other applications are available on the website under the Planning Department page and can be emailed to permits@cityofmandeville.com.

From: [REDACTED]
Sent: Monday, October 24, 2022 5:12 PM
To: Alex Weiner <aweiner@cityofmandeville.com>
Subject: LSU Mariners Village Property Plans Additional (#4) Comments of Lawrence Grundmann, 301 Mariners Is. 70448, for inclusion in Planning Committee Zoning Change Application Record

Dear Alex

The following comments arise from responses by the developers during the last public meeting on the subject held on Oct. 21, 2022 and it is requested that these be added to the record for official response:

Reference is made to this meeting when the Woodward representative was at the podium to answer a question I raised (the last permitted in the session) regarding the fact that there were no parking places allocated to accommodating members of the public who came to use the beach since it was unlikely they would park off premises and walk in. The sponsors at the first meeting stated there would be no prohibition on such access.

On this night the Woodward representative's response stated it was a private beach primarily for hotel guests and apartment occupants but reiterated there would be no barrier to outsiders. His response seemed to infer that its private property status would negate the need for accommodating public beach visitors to the property. I find that to be less than comforting (or realistic) in that the beach as depicted is likely to be the most attractive one in the Mandeville area and there are inherently other public access needs and activities for the site. The "public/private" response by the developer only adds confusion and does not address the parking issue.


Additionally, it raises the questions of site security and public safety responsibility. Are the property's "public-areas" (those spaces not occupied by structures) going to remain privately owned (and by what entity) or are they going to be somehow passed to the Township or other government ownership and therefore the accompanying responsibility for maintenance and security? Regardless it would seem unless there are enacted and enforced prohibitions against public access, then parking accommodations for the beach must be added.

Also, account must be taken for the public servitude running along the east side of the marina entrance canal that would allow for the public to have a right to access the lake.

The question of the "attractive nuisance" of the beach and related parking does also beg the answer to the broader question of ongoing ownership and responsibility for the "public-areas" noted above.

When another questioner inquired about steps to protect the periodic Bald Eagles nesting in the on-site cypress trees, the developer spokesman dismissed any concern citing it was not a nesting site. It is hard to believe that the LSU ornithologists who expressed concern in the Sunday (10/23/22) Picayune/Advocate article about the impacts on birds that periodically flock in the LSU lakes that are proposed to be dredged would be as blasé about the birds' disturbance on the Sucette site because of the development without some study and specific mitigation. The developer should undertake such impact and mitigation studies not only for the eagles but all the varieties, including the annually returning Canadian Geese to the property and marina area.

Thank you for your kind attention to this request.

Lawrence Grundmann
301 Mariners Island
Mandeville, LA 70448


Alex Weiner

From: Prof. Buckland Abbey [REDACTED]
Sent: Monday, March 6, 2023 3:13 PM
To: Alex Weiner
Subject: Z22-10-02

Mr. Weiner

Neighbors in our end of the city near one of the marinas in the PM-1 zoning district have a question concerning the proposed Mariana a Sucette.

Question: Will there be restrictions on the use of the marina for live-a-boards at the reconstructed marina which is part of the LSU Foundation Mariners Village Property? If so, how will those restrictions be formatted? Under what conditions will live-a-boards be restricted?

Thank you very much

Buck Abbey
3:12 pm March 6th

CITY OF MANDEVILLE PLANNING & ZONING COMMISSION
SPEAKER CARD

CASE NUMBER: _____ DATE: 3/7/23

CASE NAME: NSU Foundation - Source He

SPEAKER NAME: Lawrence (Larry) Grandmann

MAILING ADDRESS: 301 Mariners Island 70448

PHYSICAL ADDRESS (if different): _____

CITY: Mandeville STATE: LA

ZIP CODE: _____ PHONE: _____

COMMENTS: Written Submission to Mr Weiser plus
oral comments at meeting

I AM: FOR AGAINST OTHER
 I WISH TO SPEAK I DO NOT WISH TO SPEAK



OFFICE OF THE CHANCELLOR

SCHOOL OF ALLIED HEALTH PROFESSIONS
SCHOOL OF DENTISTRY
SCHOOL OF GRADUATE STUDIES
SCHOOL OF NURSING
SCHOOL OF MEDICINE IN NEW ORLEANS
SCHOOL OF PUBLIC HEALTH

November 23, 2022

Ernest A. Burguieres
Attorney at Law
829 Baronne St.
New Orleans, LA 70113

Mr. Burguieres,

I am taking this opportunity to clarify the relationship of LSU to the proposed Sucette Harbor development in Mandeville, Louisiana. In 2018 Alvin Copeland Jr. generously donated Mariner's Village Marina, L.L.C. and Mariner's Village Properties, L.L.C. to the LSU Health Foundation with the stipulation that a significant portion of the revenue received by the LSU Health Foundation derived from the donation be directed to cancer research at LSU Health Sciences Center New Orleans. The LSU Health Foundation now proposes to lease the property to be developed into an apartment, hotel, marina, and restaurant complex. LSU Health Sciences Center is very grateful to Mr. Copeland and his family for this incredible donation that will support our cancer research programs. LSU Health Foundation is the affiliated support foundation for LSU Health, but LSU Health Sciences Center New Orleans does not have any academic or research programming associated with the Sucette Harbor development at this time.

Sincerely,

A handwritten signature in black ink that reads "Steve Nelson".

Steve Nelson, MD, CM, FACP, FCCP
Interim Chancellor
LSU Health Sciences Center New Orleans

cc: Warren Gottsegen, MD
Chair, LSU Health Foundation

GIFT AGREEMENT

STATE OF LOUISIANA

PARISH OF ORLEANS

BE IT KNOWN, that on this 20th day of December, 2018, before the respective undersigned, Notaries Public, duly commissioned and qualified in and for the State of Louisiana, and in the presence of the respective witnesses hereinafter named and undersigned, personally came and appeared, **Alvin C. Copeland, Jr.**, in his capacity as manager of **Mariner's Village Marina, L.L.C.** (TIN xx-xxx 2924) and of **Mariner's Village Properties, L.L.C.** (TIN xx-xxx 3533) both Louisiana limited liability companies with a mailing address of 2601 Severn Avenue, Metairie, Louisiana 70002 (collectively "*Company*" or "*Donors*"), who declared that the Donors are the owners of the immovable property located in St. Tammany Parish, Louisiana, identified on Exhibits "A" and "B" attached hereto (the "*Property*") and that the Donors agree to make a donation *inter vivos*, unto **LSU Health Foundation** (TIN xx-xxx 5391) a tax exempt Louisiana non-profit corporation, with a mailing address of 2000 Tulane Avenue, 4th Floor, New Orleans, Louisiana 70112 (the "*Foundation*") of the Property pursuant to this Gift Agreement.

This GIFT AGREEMENT (hereinafter "Agreement") is entered into as of the 20th day of December, 2018 ("Effective Date") between Mariner's Village Marina, L.L.C. and Mariner's Village Properties, L.L.C., each a Louisiana limited liability company, (the "Donors") and LSU Health Foundation, a tax exempt, Louisiana nonprofit organization located in New Orleans, Louisiana (the "Foundation").

WHEREAS the Foundation desires and intends to develop and operate an all-inclusive LSU Health affiliated retirement community that will consist of an age 55 plus independent living facility for LSU alums and retired faculty and staff (the "Initial Phase") and intends it to be the first phase of a long term plan for a comprehensive LSU Health endeavor including innovative research opportunities, service for successful aging and additional related services as set forth herein and in Exhibit "C, Exhibit to Gift Agreement" (the "Project"), and has determined that such Project furthers its educational, charitable, and scientific purposes;

WHEREAS Mariner's Village Marina, L.L.C. and Mariner's Village Properties, L.L.C., (Donors) seek to support the work of LSU Health and the LSU Health Foundation by donating the Property and directing a portion of the potential revenue derived from the Property to the Foundation for the benefit of "LSU Cancer Center/Immunotherapy Program"(the Fund").

WHEREAS, the Donors wish to support the Foundation in furthering its educational, charitable, and scientific purposes through the Project and the Fund by donating to the Foundation certain immovable property, the legal descriptions of which are set forth on Exhibits "A" and "B"

attached hereto (the "Property") and have accordingly donated the Property to the Foundation as of the Effective Date pursuant to the Act of Donation by Mariner's Village Properties, L.L.C. and Mariner's Village Marina, L.L.C to LSU Health Foundation, dated December 20, 2018; and

WHEREAS, the Foundation has accepted the donation of the Property (the "Donation") for the purposes and further considerations as set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the Donors and the Foundation agree as follows:

The Donors have made the Donation of the Property for the Foundation's use in developing and operating the Initial Phase of the Project.

The Foundation commits that it will utilize its best efforts for the Property to be used to develop the Initial Phase and the Project, supported by LSU driven assisted living and memory care in facilities nearby, including a medical geriatric training and research program allowing the LSU staff and students to ensure that the care of the LSU facilities are state of the art, take advantage of the best treatments and therapies and are physically proximate to the independent living facility.

The Foundation agrees that it expects that the Initial Phase of the Project will be fully permitted and commenced within three (3) years of the Effective Date and that the possibility of this not occurring is so remote as to be negligible. Nonetheless, the Foundation agrees that if the Initial Phase of the Project is not fully permitted and commenced within three (3) years of the Effective Date then, at the option of either of the Donors, the Donors may make written demand that the Foundation return all of the Property, or with the Foundation's and Donors' mutual consent, any portion of the Property. If either or both of the Donors request(s) a return of the property, the Donor shall give formal written notice of default ("Notice of Default") to the Foundation, and give the Foundation a six (6) month period after receipt of the Notice of Default to cure any defaults listed in said Notice of Default. The Foundation agrees that this option is being provided to the Donors so that the Donors can ensure that the Property is used for the intended purpose. Accordingly, in the event that all or any part of the Property is disposed of by the Foundation, rather than used in the development of the Initial Phase, the Donors, at their election, and in lieu of a claim for return of the Property, may make written demand for payment by the Foundation of any and all consideration received by it in such a non-conforming disposition, unless the Foundation obtains the written consent of Donors or their respective successors and assigns prior to such disposition.



The Foundation and the Donors agree that if, within ninety (90) days after acceptance of the donation of the Property ("*Due Diligence Period*"), the Foundation determines that the Property transferred to the Foundation is unacceptable to the Foundation, whether because of title issues, restrictions, environmental issues, unpaid taxes, or for any other reason, the Foundation shall have the right to re-convey the Property to the Donors, by providing written notice to the Donors of the exercise of its right to reconvey ("*Foundation Notice*") on or before expiration of the Due Diligence Period. The Donors will be obligated to accept the re-conveyance, and the re-conveyance would be without any warranty whatsoever, except as to the Foundation's own acts, and without any warranty whatsoever of fitness or condition, etc., all of which would be expressly waived and renounced, including access, environmental issues, except as to the Foundation's own acts. The Foundation and Donors further agree that this Gift Agreement and the accompanying donation are expressly subject to a determination of "Acceptable University Purpose" for LSUHF-NO to accept the donation by Dr. F. King Alexander, in his capacity as President of Louisiana State University.

In addition, Donors will, *in solido*, defend, indemnify and hold the Foundation harmless from any claims that may be made against the Foundation, that arise out of or are in any way related to the Foundation having been in the chain of title and/or the owner of the Property, which duty to defend, indemnify and hold harmless shall specifically include, without limitation, any environmental claims by any federal state or local governmental agency or authority, or any other person or entity. It is further agreed that the acceptance of the Donation is subject to the above resolatory condition to re-convey the Property and that the reconveyance may be by a quit claim deed executed only by the Foundation, if Donors fail to execute the reconveyance deed.

Donors agree to deliver to the Foundation an insurable title, free and clear of any and all monetary encumbrances, and free and clear of all other encumbrances other than "permitted exceptions" acceptable to the Foundation, and shall furnish the Foundation with a commitment for a title insurance policy on or before the expiration of the Due Diligence Period.

The Foundation and the Donors further agree to the following designation in connection with the Donation:

The first \$500,000 of net income annually derived from the Property relating to the Project shall be directed to the Foundation to be designated: The LSU Cancer Center/Immunotherapy Program and used as follows:

\$100,000	\$100,000	\$300,000
LSU Health Foundation to cover Expenses of Property Donation	LSU Health Foundation Unrestricted	Designated and Restricted to ACF directed LSU Cancer Center/ Immunotherapy Program.

Any income in excess \$500,000 shall be dispersed in the same proportion (with 40% going to the Foundation and 60% going to the "LSU Cancer Center/Immunotherapy Program."

Any notices required by this Agreement shall be provided by certified mail, return receipt requested to the Parties at the following addresses:

If to Donors:

**Mariner's Village Marina, L.L.C.
Mariner's Village Properties, L.L.C.
Attn: Bryan M. White
2601 Severn Avenue, 17th Floor
Metairie, LA 70002**

If to Foundation:

**LSU Health Foundation
Attn: Matthew D. Altier
2000 Tulane Avenue, 4th Floor
New Orleans, LA 70112**

All Exhibits hereto are incorporated by reference into this Agreement and will be deemed a part hereof as if set forth herein in full. References to "this Agreement" and the words "herein", "hereof" and words of similar import refer to this Agreement (including the Exhibits) as an entirety. In the event of any conflict between the provisions of this Agreement and any Exhibit, the provisions of this Agreement will control. Capitalized terms used in the Exhibits have the meanings assigned to them in this Agreement.

This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Signatures appear on following page

THUS DONE AND SIGNED on this 20th day of December, 2018, before the undersigned competent witnesses who hereunto sign their names together with the Appearers and me, Notary Public.

WITNESSES:

[Signature]

Printed Name: D. Erin Kielly

[Signature]

Printed Name: Dave G Enkert

MARINER'S VILLAGE MARINA, L.L.C.,
Donor

By: [Signature]
Alvin C. Copeland Jr., Manager

MARINER'S VILLAGE Properties,
L.L.C.,
Donor

By: [Signature]
Alvin C. Copeland Jr., Manager

[Signature]
Notary Public, La. Notary No. 18501
My commission expires: At Death



THUS DONE AND SIGNED on this 20th day of December, 2018, before the undersigned competent witnesses who hereunto sign their names together with the Appearers and me, Notary Public.

WITNESSES:

LSU HEALTH FOUNDATION, NEW ORLEANS,
Donee




Printed Name: Paige Eubanks

By: 
Matthew D. Altier, CEO



Printed Name: Zoe Gaber



Notary Public, La. Notary No. _____
My commission expires: _____

MEGAN H. GUY
Notary Public #77395
State of Louisiana
My Commission is Issued for Life



Kelly McHugh
&
Associates, Inc.

LEGAL DESCRIPTION
OF
PARCEL U

A certain parcel of land situated in Section 46, Township 8 South, Range 11 East, City of Mandeville, St. Tammany Parish, Louisiana and more fully described as follows.

Commence at the corner common to Sections 42, 45 and 46, T-8-S, R-11-E and run North 06 degrees 15 minutes 00 seconds East a distance of 2028.3 feet; thence South 83 degrees 45 minutes 00 seconds East a distance of 1065.61 feet; thence South 06 degrees 35 minutes 40 seconds West a distance of 4453.12 feet; thence South 62 degrees 25 minutes 20 seconds East a distance of 718.40 feet; thence South 62 degrees 33 minutes 40 seconds East a distance of 1212.78 feet; thence South 62 degrees 25 minutes 25 seconds East a distance of 374.73 feet; thence South 27 degrees 34 minutes 40 seconds West a distance of 1120.00 feet; thence North 62 degrees 25 minutes 20 seconds West a distance of 150.82 feet; thence South 64 degrees 51 minutes 05 seconds West a distance of 72.00 feet; thence South 25 degrees 08 minutes 55 seconds West a distance of 79.54 feet; thence North 64 degrees 51 minutes 03 seconds West a distance of 103.84 feet; thence North 83 degrees 44 minutes 15 seconds West a distance of 68.61 feet; thence North 47 degrees 55 minutes 46 seconds West a distance of 260.00 feet; thence South 42 degrees 04 minutes 15 seconds West a distance of 234.61' to the POINT OF BEGINNING.

From the POINT OF BEGINNING thence along a curve to the right having a radius of 275.00 feet a delta of 129 degrees 26 minutes 58 seconds, an arc length 621.31 feet and a chord which bears South 16 degrees 51 minutes 13 seconds West having a chord distance of 497.35 feet; thence South 17 degrees 34 minutes 40 seconds West a distance of 187.85 feet; thence South 10 degrees 25 minutes 20 seconds East a distance of 405.25 feet; thence North 56 degrees 27 minutes 30 seconds West a distance of 68.56 feet; thence North 68 degrees 44 minutes 15 seconds West a distance of 95.03 feet; thence North 75 degrees 03 minutes 30 seconds West a distance of 20.08 feet; thence North 09 degrees 40 minutes 32 seconds West a distance of 357.62 feet; thence North 12 degrees 26 minutes 00 seconds East a distance of 172.44 feet; thence North 27 degrees 34 minutes 40 seconds East a distance of 60.91 feet; thence North 62 degrees 25 minutes 20 seconds West a distance of 16.49 feet; thence North 12 degrees 26 minutes 00 seconds East a distance of 1.99 feet; thence North 62 degrees 56 minutes 32 seconds West a distance of 212.07 feet; thence North 62 degrees 25 minutes 20 seconds West a distance of 38.28 feet; thence North 06 degrees 14 minutes 30 seconds East a distance of 165.00 feet; thence South 83 degrees 45 minutes 30 seconds East a distance of 30.00 feet; thence North 06 degrees 14 minutes 30 seconds East a distance of 110.00 feet; thence South 83 degrees 45 minutes 30 seconds East a distance of 95.00 feet; thence North 06 degrees 14 minutes 30 seconds East a distance of 110.00 feet; thence South 83 degrees 45 minutes 30 seconds East a distance of 205.00 feet to a point of curve; thence along a curve to the right having a radius of 275.00 feet a delta of 35 degrees 53 minutes 15 seconds, an arc length 172.25 feet and a chord which bears South 65 degrees 48 minutes 55 seconds East having a chord distance of 169.45 feet to the POINT OF BEGINNING, and containing 7.750 acres of land, more or less.



Kelly J. McHugh
Kelly J. McHugh, P.L.S.
La. Reg. Land Surveyor #4443

Dated: 8-4-95
Revised: 12/29/95

845 Galvez Street • P.O. Box 1207 • Mandeville, LA 70448 • (504) 626-5611

Civil Engineers

Land Surveyors

Exhibit A



Kelly McHugh
&
Associates, Inc.

LEGAL DESCRIPTION
OF
PARCEL C

A certain parcel of land situated in Section 46, Township 8 South, Range 11 East, City of Mandeville, St. Tammany Parish, Louisiana and more fully described as follows.

Commence at the corner common to Sections 42, 45 and 46, T-8-S, R-11-E and run North 06 degrees 15 minutes 00 seconds East a distance of 2028.3 feet; thence South 83 degrees 45 minutes 00 seconds East a distance of 1065.61 feet; thence South 06 degrees 35 minutes 40 seconds West a distance of 4453.12 feet; thence South 62 degrees 25 minutes 20 seconds East a distance of 326.55 feet to a point on a curve; thence along a curve to the left having a radius of 1732.18 feet and an arc length of 639.70 feet; thence South 07 degrees 22 minutes 00 seconds West a distance of 244.37 feet; thence South 06 degrees 05 minutes 20 seconds West a distance of 56.36 feet; thence South 06 degrees 14 minutes 30 seconds West a distance of 1064.25 feet; thence South 83 degrees 45 minutes 30 seconds East a distance of 172.00 feet to point of a curve; thence along a curve to the right having a radius of 390.00 feet and an arc length of 295.54 feet; thence along a curve to the left having a radius of 611.11 feet and an arc length of 333.72 feet to the POINT OF BEGINNING.

From the POINT OF BEGINNING continue along a curve to the left having a radius of 611.11 feet a delta of 18 degrees 36 minutes 36 seconds, an arc length 198.49 feet and a chord which bears North 08 degrees 57 minutes 13 seconds East having a chord distance of 197.62 feet to a point on a line; thence North 00 degrees 20 minutes 30 seconds West a distance of 95.13 feet to a point on a curve; thence along a curve to the right having a radius of 1,518.62 feet a delta of 04 degrees 25 minutes 49 seconds, an arc length 117.33 feet and a chord which bears North 01 degrees 53 minutes 19 seconds East having a chord distance of 117.40 feet to a point on a curve; thence along a curve to the right having a radius of 25.00 feet a delta of 92 degrees 09 minutes 16 seconds, an arc length 40.21 feet and a chord which bears North 50 degrees 09 minutes 52 seconds East having a chord distance of 36.01 feet to a point of tangency; thence South 83 degrees 45 minutes 30 seconds East a distance of 257.73 feet to a point on a curve; thence along a curve to the right having a radius of 713.95 feet a delta of 42 degrees 01 minutes 06 seconds, an arc length 523.58 feet and a chord which bears South 62 degrees 30 minutes 01 seconds East having a chord distance of 511.93 feet to a point on a line; thence South 42 degrees 05 minutes 00 seconds West a distance of 435.00 feet to a point on a curve; thence along a curve to the left having a radius of 296.56 feet a delta of 48 degrees 50 minutes 33 seconds, an arc length 252.81 feet and a chord which bears North 58 degrees 50 minutes 04 seconds West having a chord distance of 245.22 feet to a point on a line; thence North 83 degrees 45 minutes 30 seconds West a distance of 272.34 feet to the POINT OF BEGINNING, and containing 285,064 square feet or 6.54 acres of land.



[Signature]
Kelly A. McHugh, PLS
L.S. Reg. Land Surveyor #4443

Dated: 8-4-95

845 Galvez Street • P.O. Box 1207 • Mandeville, LA 70448 • (504) 626-5611
Civil Engineers Land Surveyors

Exhibit B



Kelly McHugh
 &
 Associates, Inc.

LEGAL DESCRIPTION
 OF
 PARCEL D

A certain parcel of land situated in Section 46, Township 8 South, Range 11 East, City of Mandeville, St. Tammany Parish, Louisiana and more fully described as follows.

Commence at the corner common to Sections 42, 45 and 46, T-8-S, R-11-E and run North 06 degrees 15 minutes 00 seconds East a distance of 2028.3 feet; thence South 83 degrees 45 minutes 00 seconds East a distance of 1065.61 feet; thence South 06 degrees 35 minutes 40 seconds West a distance of 4453.12 feet; thence South 62 degrees 25 minutes 20 seconds East a distance of 718.40 feet; thence South 62 degrees 33 minutes 40 seconds East a distance of 1212.78 feet; thence South 62 degrees 25 minutes 25 seconds East a distance of 374.73 feet; thence South 27 degrees 34 minutes 40 seconds West a distance of 1120.00 feet to the POINT OF BEGINNING.

From the POINT OF BEGINNING continue South 27 degrees 34 minutes 40 seconds West a distance of 1,221.89 feet; thence North 77 degrees 53 minutes 30 seconds West a distance of 31.87 feet; thence North 75 degrees 21 minutes 10 seconds West a distance of 100.02 feet; thence North 53 degrees 21 minutes 30 seconds West a distance of 72.49 feet; thence North 76 degrees 05 minutes 10 seconds West a distance of 113.79 feet; thence North 56 degrees 27 minutes 30 seconds West a distance of 12.54 feet; thence North 10 degrees 25 minutes 20 seconds West a distance of 405.25 feet; thence North 17 degrees 34 minutes 40 seconds East a distance of 187.85 feet to a point on a curve; thence along a curve to the left having a radius of 275.00 feet a delta of 129 degrees 26 minutes 58 seconds, an arc length 621.62 feet and a chord which bears North 16 degrees 51 minutes 13 seconds East having a chord distance of 497.35 feet to a point on a line; thence North 42 degrees 04 minutes 15 seconds East a distance of 234.61 feet; thence South 47 degrees 55 minutes 46 seconds East a distance of 260.00 feet; thence South 83 degrees 44 minutes 15 seconds East a distance of 68.61 feet; thence South 64 degrees 51 minutes 03 seconds East a distance of 103.84 feet; thence North 25 degrees 08 minutes 55 seconds East a distance of 79.54 feet; thence South 64 degrees 51 minutes 05 seconds East a distance of 72.00 feet; thence South 62 degrees 25 minutes 20 seconds East a distance of 150.82 feet to the POINT OF BEGINNING, and containing 653,910.5 square feet or 15.012 acres of land.

Kelly J. McHugh, PLS
 La. Reg. Land Surveyor #4443

Dated: 8-4-95



845 Galvez Street • P.O. Box 1207 • Mandeville, LA 70448 • (504) 626-5611

Civil Engineers

Land Surveyors

Exhibit B

Exhibit "C"

Exhibit to Gift Agreement

The following further sets forth the intentions of the parties with regard to the (I) Background, (II) Purpose, (III) Schedule and Form of Contributions, (IV) Recognition and Stewardship, and (V) Administration of a gift of the Property (as defined in the Gift Agreement), appraised at \$7,035,000, to support the development of an all-inclusive 55+ independent living facility.

I. Background

Al Copeland Jr and LSU Health Foundation New Orleans have a long-standing relationship beginning with the treatment of Al Copeland Sr. nearly ten years ago. Since then, the Copeland family started the Al Copeland Foundation which raises funds to support the Foundation's Cancer Center and their work to cure cancer. The Copeland family has long remained loyal to LSU Health New Orleans and Al in his capacity as manager of Mariner's Village Marina, L.L.C. and of Mariner's Village Properties, LLC (Donors) has expressed their intent to donate the Property, the largest donation in LSU Health history to support the work of LSU Health and the LSU Health Foundation.

II. Purpose

The LSU Health Foundation agrees to use the generous and extraordinary land donation to develop plans, using a non-profit development partner, for design, construction and operation an all-inclusive LSU Health affiliated retirement community.

This 55+ independent living facility will be the start of a much larger plan for a comprehensive LSU Health endeavor including innovative research opportunities, service for successful aging, and more.

LSU's vision for this Property donation includes:

LSU Independent living for individuals 55 and older supported by LSU-driven assisted living and memory care nearby in Covington.

A medical geriatric training and research program allowing the LSU staff and students to ensure that care at the LSU facilities are state of the art and take advantage of the best treatments and therapies.

III. Schedule and Form of Contributions

The Foundation and Donors agree to the following designation in connection with this donation. The parties agree to the following disbursement of potential revenue funds from the development of the Property donation in 40/60 split annually. The funds will be designated in the following ways using the illustration of a net income of \$500,000:

- \$100,000 – operating cost of facility
- \$100,000 – LSU Health Foundation Unrestricted
- \$300,000 – ACF directed LSU Cancer Center/Immunotherapy Program

IV. Recognition and Stewardship

The Foundation agrees to recognize this donation at the appraised value of \$7,035,000.

In grateful recognition of the impact of this gift on the future of LSU Health, New Orleans and to encourage similar giving, the gift will be publicized to outside parties subject to the approval of the donors.

As appropriate, the donors wish to be recognized publicly as

The Al Copeland Family of Companies and the Al Copeland Foundation

(Please print name to be used or indicate Anonymous)

Date

In accordance with industry best practices, costs associated with materials and other operational expenses to create donor recognition systems or plaques will be paid for out of the gift.

In collaboration with donors and LSU Health leadership the foundation agrees to publicly announce the gift at a private campus celebration and a press release will follow shortly after. The Foundation and its marketing staff will work closely with the donors to execute the celebration and press release. The anticipated celebration will take place in February 2019 at a date to be determined by campus leadership and donors' availability.

V. Contingency

If at any time the Foundation determines that the honoree's activities reflect negatively on the public image of LSU Health Sciences Center New Orleans, or are in material conflict with its mission, the Foundation will have the right to terminate naming rights.

VI. Applicable Law

This agreement represents the entire agreement of the parties, supersedes all prior discussions and agreements, and may not be amended except by written agreement signed by each of the parties listed on the original agreement.

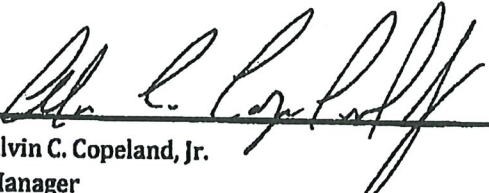
VII. Administration

The LSU Health Sciences Center Foundation, is a 501(c)(3) organization under IRS guidelines and will be responsible for investing and managing the funds [72-1115391]. Fees associated with the collection and disbursement of gifts and gift income at LSU Health Sciences Center Foundation will be assessed in accordance with written fee policies approved by the Board of Directors of the LSU Health Sciences Center Foundation.

VIII. Unforeseen Circumstances

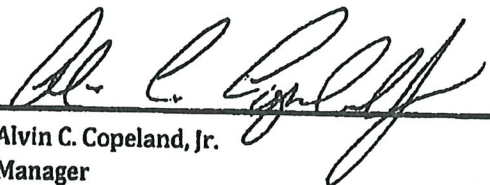
In the event that, at some future time, it becomes impossible for any part of the donation to

be used to serve its intended purpose, the Board of Directors of the LSU Health Foundation, New Orleans will revert the donation back to the ownership of the donors.




Alvin C. Copeland, Jr.
Manager
Mariner's Village Marina, L.L.C.
2601 Severn Avenue, 17th Floor
Metairie, LA 7002

12/20/2018
Date




Alvin C. Copeland, Jr.
Manager
Mariner's Village Properties, L.L.C.
2601 Severn Avenue, 17th Floor
Metairie, LA 7002



Matthew Altier
President & CEO
LSU Health Foundation
2000 Tulane Ave, 4th Floor
New Orleans, LA 70112

12/30/18
Date



Larry H. Hollier, MD, FACS, FACC, FRCS
Chancellor
LSU Health Sciences Center New Orleans
433 Bolivar Street, 8th Floor
New Orleans, LA 70112

12/20/18
Date