

COOPERATIVE ENDEAVOR AGREEMENT FOR UTILITY SERVICES
(Cypress Cove Elementary School)

This Cooperative Endeavor Agreement for Utility Services (may hereinafter be referred to as "Agreement"), is entered into on the date of signing of the last authorized signatory by and between:

ST. TAMMANY PARISH GOVERNMENT, (hereinafter the "Parish"), a political subdivision of the State of Louisiana and the governing authority of St. Tammany Parish, whose mailing address is P.O. Box 628, Covington, LA 70434, herein appearing by and through Patricia P. Brister, its Parish President, duly authorized by the St. Tammany Parish Home Rule Charter and operating as Tammany Utilities;

and

ST. TAMMANY PARISH SCHOOL BOARD, a political subdivision of the State of Louisiana, whose mailing address is P.O. Box 940, Covington, Louisiana 70434, herein appearing by and through Stephen J. "Jack" Loup, III, its President, duly authorized (hereinafter referred to as "School Board");

(Parish and/or School Board may hereinafter be collectively referred to as "Parties" or individually as a "Party".)

WITNESSETH

WHEREAS, School Board is the owner of the property on which Honey Island Elementary School and Cypress Cove Elementary School are located at 500-540 S. Military Road, Slidell, Louisiana (hereinafter the "Property"); and

WHEREAS, the Property currently receives water and sewer services through Parish; and

WHEREAS, School Board desires to transfer ownership and operation of a lift station located on the campus of Cypress Cove Elementary School and servicing the Property to Parish (hereinafter the "Lift Station") to eliminate the necessity and requirement of the School Board to provide utility services and equipment in the future in connection with the Parish's operation of the Lift Station; and

WHEREAS, the Parish is capable of, has the authority to and intends to acquire and service the lift station, and has the expertise and ability to provide utility services necessary to allow the School Board to focus on its mission of educating students. Further the Parish will be better able to service the lift station as a result of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants as hereinafter set forth, the Parties agree as follows:

I. OBLIGATIONS

A. Obligations of School Board.

1. Perpetual Servitude. School Board will grant to the Parish a twenty five by twenty five (25' x 25') foot wide right of way and servitude for the Lift Station. School Board will grant to the Parish a ten (10') foot wide right of way for the force main originating at the Lift Station and heading west towards Military Road, then north to Parish's existing lift station located north of Honey Island School. The perpetual servitude shall be consistent with the Servitude Grant attached hereto as Exhibit "A".

2. Transfer of Lift Station and Force Main. In consideration of the services provided by the Parish, the School Board does hereby transfer and will donate to Parish the Lift Station and the force main leading from the Lift Station to Parish's existing lift station north of Honey Island School, in substantially the form set forth on Exhibit "B" attached hereto.

B. Obligations of the Parish.

2. Operation, Maintenance and Repair. The Parish will own, operate, maintain and repair the Lift Station and force main, all in accordance with the rules and regulations and conditions regulating the Parish, as then in effect.

3. Regulatory Compliance. The Parish will comply with all applicable codes, regulations and rules and all appropriate federal, state and local agencies relative to sewage collection and sewage treatment.

II. REPRESENTATIONS AND WARRANTIES

A. Representations and Warranties of School Board

1. Exclusive Agreement. School Board represents and warrants that it has not executed any agreement entitling any other purchaser or any prospective owner of the Project to any interest whatsoever in the Central Water System and its Infrastructure.

V. MISCELLANEOUS

A. Force Majeure. Neither Party shall be liable for any failure to perform or delay in performance due to any contingency beyond its reasonable control, including without limitation, act of God, act or omission of any civil or military authority, fire, tempest, flood, earthquake, volcanic activity, epidemic, quarantine restriction, labor dispute (e.g. lockout, work stoppage or slow down or strike), embargo, war, political strife, riot, delay in transportation, compliance with any regulation or directive of any national, state or local government, or any department or agency thereof, or any other cause which despite the exercise of reasonable diligence the effected party is unable to overcome. The effected Party's performance hereunder shall be excused to the extent delayed or prevented by such contingency, and the time for performance shall be extended for a period equal to the time lost by reason thereof.

B. Acknowledgment. It is understood and acknowledged by School Board, that the Parish shall not be required to nor shall it enter onto any private property for the purposes of installing, cleaning or maintaining any water line between the water meter of the Property and the actual buildings constructed thereon.

C. Amendment. No amendment or modification of this Agreement shall be deemed effective unless or until executed in writing by the Parties hereto with the same formality attending execution of this Agreement.

D. Governing Law. This Agreement is made in Louisiana and shall be construed, interpreted, and governed by the laws of such state. The Parties consent and agree to the exclusive jurisdiction and venue of the 22nd Judicial District Court for St. Tammany Parish, Louisiana, for any action brought under or pursuant to this Agreement.

E. Notices. Any notices required or permitted hereunder shall be sufficiently given if personally delivered or if sent by registered or certified mail, postage paid, addressed or delivered as follows:

If to the Parish: St. Tammany Parish Government
c/o Greg Gorden,
Director of Environmental Services
P.O. Box 628
Covington, LA 70434

If to School Board: Stephen J. "Jack" Loup, III, President
St. Tammany Parish School Board
P.O. Box 940
Covington, LA 70434

F. No Waiver. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of a breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

G. Section and Article Headings. The headings of Sections and Articles contained in this Agreement are for convenience only, and they shall not expressly or by implication, limit, defined, extend, or construe the terms or provisions of the Sections of this Agreement.

H. Assignability. This Agreement shall inure to both parties' successors and/or assigns and the Parish shall have the full and unilateral right to assign the Agreement without the consent of School Board. In that case, all references to "the Parish" will mean its assignee. Without limiting the foregoing, the Parish will have the right to assign this Agreement and its rights hereunder to the Parish of St. Tammany. Provided, however, School Board shall not assign this Agreement without the express written consent of the Parish.

I. Severability. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, in whole or in part, then both parties will be relieved of all obligations arising under such provision, but only to the extent it is illegal, unenforceable, or void. The intent and agreement of the parties to this Agreement is that this Agreement will be deemed amended by modifying any such illegal, unenforceable, or void provision to the extent necessary to make it legal and enforceable while preserving its intent, or if such is not possible, by substituting therefore another provision that is legal and enforceable and achieves the same objectives. Notwithstanding the foregoing, if the remainder of this Agreement will not be affected by such declaration or finding and is capable of substantial performance, then each provision not so affected will be enforced to the extent permitted by law.

J. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties with respect to the subject matter hereto, and upon execution, specifically supersedes any prior agreement between the Parties hereto with respect to the same subject matter. Nothing in this Agreement shall be construed to create any rights in favor of any individual or entity not a party to this Agreement.

K. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

(Signature page follows.)

WITNESSES:

Trilby Lenfant
Signature of First Witness
Print Name Trilby Lenfant

Leslie Long
Signature of Second Witness
Print Name Leslie Long

Trinisee Pitre
Signature of First Witness
Print Name Trinisee Pitre

Donna Blaise
Signature of Second Witness
Print Name DONNA BLAISE

ST. TAMMANY PARISH GOVERNMENT

BY: *Patricia P. Brister*
Patricia P. Brister,
Parish President

ST. TAMMANY PARISH SCHOOL BOARD

BY: *Stephen J. Loup III*
Stephen J. "Jack" Loup, III
President

EXHIBIT A – ROW AND SERVITUDE

**DESCRIPTION OF A PROPOSED 10 FOOT SERVITUDE,
LOCATED IN SECTION 37, TOWNSHIP 9 SOUTH,
RANGE 15 EAST, ST. TAMMANY PARISH, LOUISIANA**

COMMENCING at the corner common to Sections 7, 37 and 38 in said Township and Range;

Thence N49°25'33"E a distance of 2,131.67 feet to a point on the easterly right of way line of Military Road; thence along said right of way in six courses; S07°19'32"E a distance of 224.86 feet; thence S07°40'45"E a distance of 1,232.51 feet to the point of curve of a curve to the right having a radius of 993.63 feet a central angle of 30°28'51" and an arc length of 528.60 feet; thence S22°48'06"W a distance of 545.50 feet to the point of curve of a curve to the left having a radius 1,001.70 feet, a central angle of 24°50'59" and an arc length of 434.45 feet; thence S02°02'53"E a distance of 87.89 feet to a point, the Point of Beginning.

Thence N49°01'13"E a distance of 12.87 feet to a point; thence S01°59'52"E a distance of 629.18 feet to a point; thence S49°01'13"W a distance of 12.83 feet to a point which lies on the easterly right of way of Military Road; thence along the said right of way N01°59'52"W a distance of 619.18 feet to a point; the Point of Beginning.

EXHIBIT B – TRANSFER OF LIFT STATION/FORCE MAIN

**ACT OF TRANSFER PURSUANT TO UNITED STATES OF AMERICA
COOPERATIVE ENDEAVOR AGREEMENT**

BY: ST. TAMMANY PARISH SCHOOL BOARD STATE OF LOUISIANA

TO: PARISH OF ST. TAMMANY PARISH OF ST. TAMMANY

BE IT KNOWN, that on the dates hereinafter set forth,

BEFORE EACH OF US, the undersigned Notaries Public, duly commissioned and qualified in and for the Parish and State hereinafter set forth, and in the presence of the undersigned and competent witnesses, personally came and appeared:

ST. TAMMANY PARISH SCHOOL BOARD, a political subdivision of the State of Louisiana, whose mailing address is P.O. Box 940, Covington, Louisiana 70434, herein appearing by and through Stephen J. “Jack” Loup, III, its President, duly authorized (hereinafter referred to as “**Transferor**”); and

THE PARISH OF ST. TAMMANY, a political subdivision of the State of Louisiana and the governing authority of St. Tammany Parish, appearing herein through and by its Parish President, Patricia P. Brister, duly authorized to sign and execute this agreement on behalf of the Parish pursuant to the St. Tammany Parish Charter, as well as pursuant to Resolution Council Series No. C-4393 of the St. Tammany Parish Council;

Mailing Address: 21490 Koop Drive
Mandeville, Louisiana 70448

(hereinafter referred to as “**Transferee**”)

Transferor declares that it does, by these presents, irrevocably give, grant and donate without any legal warranties except as to title and with full subrogation and substitution in and to all owners unto said **Transferee**, hereby appearing for the purposes of accepting the same, of the following described property located within Section 37, Township 9 South, Range 15 East and situated on the sites of Honey Island School and Cypress Cove School, 500-540 S. Military Road, Slidell, St. Tammany Parish, Louisiana, which property being donated is described as follows, to-wit:

The sewer lift station, sewer manholes, force main, and any and all other equipment, and appurtenances thereto, as shown in the Survey by C. Randall Dixon, GEC, Inc. dated May 18, 2012 and identified as Job No. 12-0059, a copy of which is attached hereto as Exhibit “A” (the “**Property**”).

Transferor represents and warrants to **Transferee** that **Transferor** has marketable title to said **Property**, and that such **Property** is free and clear of all liens, claims, mortgages, pledges, leases, security interests, or encumbrances of every kind, nature or description.

Transferee after being duly sworn did declare and state that **Transferee** hereby accepts this transfer and onerous donation with gratitude.

THUS DONE AND PASSED in duplicate form in Covington, Louisiana, on the 13th day of August 2015 in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

ST. TAMMANY PARISH SCHOOL BOARD

[Signature]
Signature of First Witness
Print Name Trinkoe Pitre

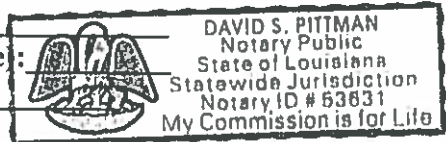
BY: [Signature]
Stephen J. "Jack" Loup, III
President

[Signature]
Signature of Second Witness
Print Name DONNA BLAISE

[Signature]

NOTARY PUBLIC

Print Name: _____
Notary I.D./Bar No. (As Applicable): _____
My Commission Expires: _____



THUS DONE AND PASSED in duplicate form in mandeville Louisiana, on the 25 day of August 2015, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

PARISH OF ST. TAMMANY

[Signature]
Signature of First Witness
Print Name Trilby Lafant

[Signature]
BY: Patricia P. Brister, Parish President

[Signature]
Signature of Second Witness
Print Name Heslie Long

[Signature]

NOTARY PUBLIC

Print Name: Kelly M. Babalais
Notary I.D./Bar No. (As Applicable): 26705
My Commission Expires: at death

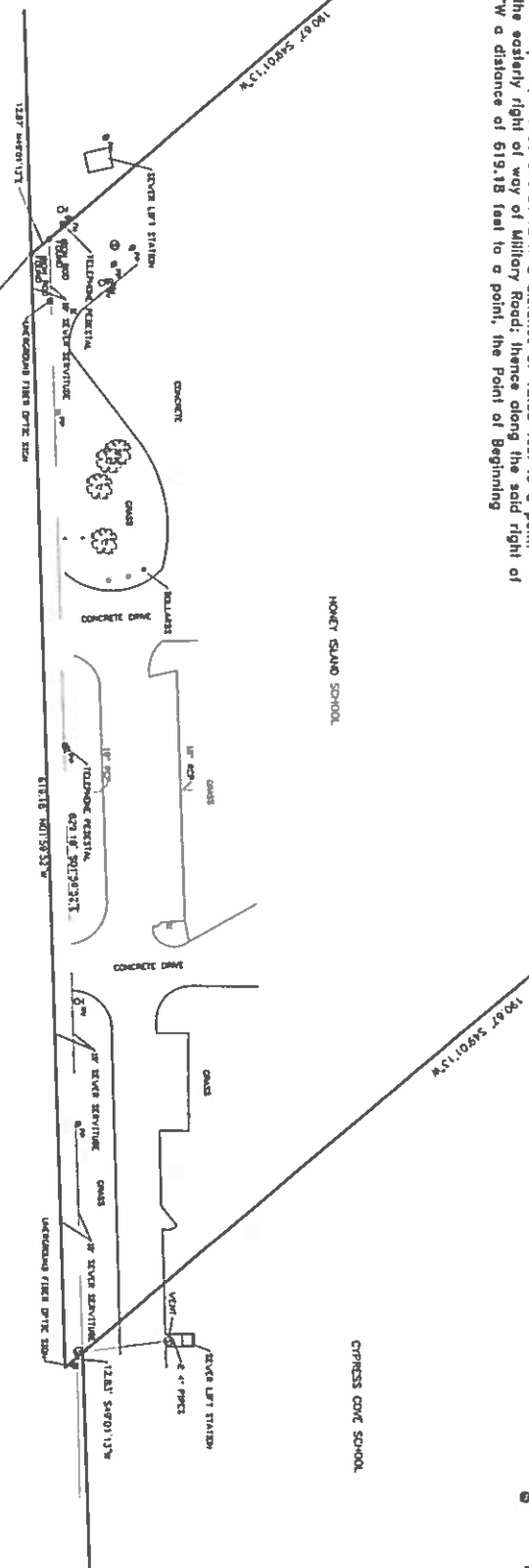
DESCRIPTION OF A PROPOSED 10 FOOT SERVITUDE, LOCATED IN SECTION 37, TOWNSHIP 9 SOUTH, RANGE 15 EAST, ST. TAMMANY PARISH, LOUISIANA

COMMENCING at the corner common to Sections 7, 37 and 38 in said Township and Range:

Thence N49°25'33"E a distance of 2,131.67 feet to a point on the easterly right of way line of Military Road; thence along said right of way in six courses: S07°19'32"E a distance of 224.86 feet; thence S07°40'45"E a distance of 1,232.51 feet to the point of curve of a curve to the right having a radius of 993.63 feet and a central angle of 30°28'51" and on arc length of 528.60 feet; thence S22°48'06"W a distance of 545.50 feet to the point of curve of a curve to the left having a radius of 1001.70 feet, a central angle of 24°50'59" and on arc length of 434.45 feet; thence S02°02'53"E a distance of 87.89 feet to a point, the Point of Beginning.

Thence N49°01'13"E a distance of 12.87 feet to a point; thence S01°59'52"E a distance of 629.18 feet to a point; thence S49°01'13"W a distance of 12.83 feet to a point which lies on the easterly right of way of Military Road; thence along the said right of way N01°59'52"W a distance of 619.18 feet to a point, the Point of Beginning.

PARCEL 4



HONEY ISLAND SCHOOL

CYPRESS COVE SCHOOL

MILITARY ROAD

This plat is based on readings on the survey instrument by Section 37, PLAT 14, CONCORDY BLVD. LOT 14, 7000 (P) 14-135, located in Section 37, Township 9 South, Range 15 East, St. Tammany Parish, Louisiana. The survey was conducted on 5/16/2012. The plat is based on the survey instrument by Section 37, PLAT 14, CONCORDY BLVD. LOT 14, 7000 (P) 14-135, located in Section 37, Township 9 South, Range 15 East, St. Tammany Parish, Louisiana. The survey was conducted on 5/16/2012. The plat is based on the survey instrument by Section 37, PLAT 14, CONCORDY BLVD. LOT 14, 7000 (P) 14-135, located in Section 37, Township 9 South, Range 15 East, St. Tammany Parish, Louisiana. The survey was conducted on 5/16/2012.

NOTES

- 1) SURVEY WAS CONDUCTED BY JJ HEIS & SON, INC. DATED 10/30/1998. FILE NO. 94-971-001-22
- 2) SURVEY BY JY BARNES & ASSOCIATES, DATED 10/4/2010. DRAWING NO. 21020011
- 3) BEARING SHOWN HEREON ARE BASED UPON GPS OBSERVATIONS & REFERENCE MAP NO. 2



LEGEND

(Symbol)	Survey Boundary
(Symbol)	Right of Way Line
(Symbol)	Proposed Servitude
(Symbol)	Point of Beginning
(Symbol)	Point of Curvature
(Symbol)	Point of Tangency
(Symbol)	Point of Intersection
(Symbol)	Point of Stationing
(Symbol)	Point of Reference
(Symbol)	Point of Control
(Symbol)	Point of Observation
(Symbol)	Point of Measurement
(Symbol)	Point of Calculation
(Symbol)	Point of Verification
(Symbol)	Point of Confirmation
(Symbol)	Point of Finality



Survey made at the request of ST Tammany Parish Board.
 BY: *J. Barnes*
 DATE: 5/16/2012



PROPOSED 10 FOOT SERVITUDE, LOCATED IN A PORTION OF SECTION 37, T8S, R15E IN ST. TAMMANY PARISH, LOUISIANA

DATE	RECORDED	BOOK
DATE	RECORDED	BOOK
5/16/2012		



JY BARNES & ASSOCIATES, INC.
 7000 CONCORDY BLVD. LOT 14, 7000 (P) 14-135
 SUITE 200
 METairie, LA 70002
 PHONE: 504-885-1135
 FAX: 504-885-1136
 WWW: www.jybarnes.com