

ST. TAMMANY PARISH COUNCIL

ORDINANCE

ORDINANCE CALENDAR NO: 4737

ORDINANCE COUNCIL SERIES NO: \_\_\_\_\_

COUNCIL SPONSOR: GOULD/BRISTER

PROVIDED BY: PRESIDENT/LEGAL

INTRODUCED BY: MR. STEFANCIK

SECONDED BY: MR. SMITH

ON THE 1 DAY OF MARCH , 2012

ORDINANCE TO AUTHORIZE THE PARISH OF ST. TAMMANY, THROUGH THE OFFICE OF THE PARISH PRESIDENT, TO ACQUIRE CERTAIN CONSERVATION SERVITUDES FROM DELTA LAND HOLDING COMPANY, L.L.C. FOR RIVER CLUB CONSERVATION AREA.

WHEREAS, the St. Tammany Parish Government desires to acquire certain immovable property (hereinafter referred to as "Property"); and

WHEREAS, there is a need and a public purpose for the servitude acquisition of certain immovable property for conservation; and

WHEREAS, the Parish of St. Tammany hereby desires to acquire the Louisiana Conservation Servitude from Delta Land Holding Company, L.L.C., a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the Parish of St. Tammany hereby desires to acquire the servitude and authorizes the Office of the Parish President to do whatever is necessary to acquire said conservation servitude.

THE PARISH OF ST. TAMMANY HEREBY ORDAINS: to authorize the Parish of St. Tammany, to acquire by servitude, all that certain parcel of ground described in Exhibit "B" attached hereto.

BE IT FURTHER ORDAINED that pursuant to all applicable provision of law, the Office of the Parish President is directed and authorized to do whatever is necessary to acquire the servitude.

BE IT FURTHER ORDAINED that the Office of the Parish President is authorized and instructed to proceed with the acquisition of the servitude in a timely and orderly matter.

BE IT FURTHER ORDAINED that the Office of the Parish President is authorized to exercise its discretion in acquiring the servitude, together with all agreements and all transactions necessary to carry out the intent of this Ordinance.

BE IT FURTHER ORDAINED that any and all actions previously taken by the Office of the Parish President in furtherance of the actions contemplated herein are ratified and accepted accordingly.

REPEAL: All ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SEVERABILITY: If any provision of this Ordinance shall be held to be invalid, such invalidity shall not affect other provisions herein which can be given effect without the invalid provision and to this end the provisions of this Ordinance are hereby declared to be severable.

EFFECTIVE DATE: This Ordinance shall become effective fifteen (15) days after adoption.

MOVED FOR ADOPTION BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

WHEREUPON THIS ORDINANCE WAS SUBMITTED TO A VOTE AND RESULTED IN THE FOLLOWING:

YEAS: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

THIS ORDINANCE WAS DECLARED DULY ADOPTED AT A REGULAR MEETING OF THE PARISH COUNCIL ON THE 5 DAY OF APRIL, 2012; AND BECOMES ORDINANCE COUNCIL SERIES NO \_\_\_\_\_.

\_\_\_\_\_  
MARTIN W. GOULD, JR., COUNCIL CHAIRMAN

ATTEST:

\_\_\_\_\_  
THERESA L. FORD, COUNCIL CLERK

\_\_\_\_\_  
PATRICIA P. BRISTER, PARISH PRESIDENT

Published Introduction: FEBRUARY 23, 2012

Published Adoption: \_\_\_\_\_, 2012

Delivered to Parish President: \_\_\_\_\_, 2012 at \_\_\_\_\_

Returned to Council Clerk: \_\_\_\_\_, 2012 at \_\_\_\_\_

**EXHIBIT "A"**

**LOUISIANA CONSERVATION SERVITUDE**

**UNITED STATES OF AMERICA**

**STATE OF LOUISIANA**

**PARISH OF ST. TAMMANY**

**BE IT KNOWN**, that on the date 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:**

**DELTA LAND HOLDING COMPANY, L.L.C.**, a Louisiana limited liability company, herein represented by **MATTHEW P. BENNETT**, duly authorized, which mailing address is: 7037 Hwy 190, Covington, Louisiana 70433; (hereinafter referred to as "**Grantor**");

who declares and agrees as follows:

**RECITALS**

1. That Grantor, in consideration of the mutual benefits to be derived in the establishment of the River Club Conservation Area and pursuant to L.R.S. 9:1271 et seq., does by these presents, grant, transfer, convey and deliver unto **Grantee**, the Parish of St. Tammany, a political subdivision of the State of Louisiana, (hereinafter referred to as "**Holder**"), represented herein by its duly authorized representative, the Parish President, which mailing address is PO Box 628, Covington, Louisiana 70434, with all legal warranties and with full subrogation and to all rights and actions in warranty which Grantor has or may have against all preceding owners and vendors, possession and delivery of a certain Conservation Servitude in, on, over, upon and across the following described property ("**Property**"), to-wit:

**Servitude North**

A CERTAIN PARCEL OF LAND situated in Section 49, Township 7 South, Range 11 East, St. Helena Meridian, St. Tammany Parish, Louisiana, and more particularly described as follows:

Commence at the Section corner common to Sections 47, 49 and 52, of said township and range and measure North 89 degrees 33 minutes 22 seconds East a distance of 1,770.72 feet; thence North 89 degrees 32 minutes 13 seconds East a distance of 2,741.93 feet; thence North 00 degrees 25 minutes 01 seconds

East a distance of 787.98 feet; thence South 69 degrees 04 minutes 47 seconds  
East a distance of 173.89 feet; thence South 32 degrees 12 minutes 32 seconds  
East a distance of 249.90 feet; thence South 09 degrees 00 minutes 23 seconds  
East a distance of 980.23 feet; thence North 81 degrees 24 minutes 08 seconds  
East a distance of 624.75 feet to the POINT OF BEGINNING.

From the POINT OF BEGINNING continue North 81 degrees 24 minutes  
08 seconds East a distance of 255.16 feet; thence South 26 degrees 02 minutes 12  
seconds East a distance of 334.41 feet; thence South 35 degrees 29 minutes 03  
seconds East a distance of 329.44 feet; thence South 49 degrees 11 minutes 34  
seconds East a distance of 696.60 feet; thence South 51 degrees 05 minutes 07  
seconds East a distance of 254.08 feet; thence South 27 degrees 23 minutes 07  
seconds West a distance of 10.81 feet; thence South 57 degrees 07 minutes 49  
seconds West a distance of 20.69 feet; thence South 76 degrees 47 minutes 02  
seconds West a distance of 23.66 feet; thence South 64 degrees 15 minutes 19  
seconds West a distance of 25.67 feet; thence South 76 degrees 47 minutes 02  
seconds West a distance of 23.66 feet; thence South 57 degrees 07 minutes 49  
seconds West a distance of 20.69 feet; thence South 64 degrees 15 minutes 19  
seconds West a distance of 25.67 feet; thence South 76 degrees 47 minutes 02  
seconds West a distance of 23.66 feet; thence South 57 degrees 07 minutes 49  
seconds West a distance of 20.69 feet; thence South 76 degrees 47 minutes 02  
seconds West a distance of 47.33 feet; thence South 67 degrees 37 minutes 18  
seconds West a distance of 43.71 feet; thence South 64 degrees 15 minutes 19  
seconds West a distance of 51.33 feet; thence South 57 degrees 07 minutes 49  
seconds West a distance of 20.69 feet; thence South 64 degrees 15 minutes 19  
seconds West a distance of 51.33 feet; thence South 76 degrees 47 minutes 02  
seconds West a distance of 47.33 feet; thence South 57 degrees 07 minutes 49  
seconds West a distance of 41.38 feet; thence South 76 degrees 47 minutes 02  
seconds West a distance of 141.98 feet; thence North 89 degrees 10 minutes 47  
seconds West a distance of 114.78 feet; thence North 80 degrees 38 minutes 56  
seconds West a distance of 116.06 feet; thence North 75 degrees 08 minutes 37  
seconds West a distance of 23.66 feet; thence North 62 degrees 36 minutes 53  
seconds West a distance of 25.67 feet; thence North 75 degrees 08 minutes 37  
seconds West a distance of 23.66 feet; thence North 62 degrees 36 minutes 53  
seconds West a distance of 77.00 feet; thence North 75 degrees 08 minutes 37  
seconds West a distance of 23.66 feet; thence North 63 degrees 36 minutes 30  
seconds West a distance of 17.05 feet; thence North 63 degrees 26 minutes 06  
seconds West a distance of 20.81 feet; thence North 61 degrees 19 minutes 19  
seconds West a distance of 26.31 feet; thence North 75 degrees 08 minutes 37  
seconds West a distance of 70.99 feet; thence North 62 degrees 36 minutes 53  
seconds West a distance of 25.67 feet; thence North 55 degrees 29 minutes 23  
seconds West a distance of 41.38 feet; thence North 44 degrees 10 minutes 47  
seconds West a distance of 73.05 feet; thence North 25 degrees 44 minutes 41  
seconds West a distance of 77.00 feet; thence North 13 degrees 12 minutes 58  
seconds West a distance of 70.99 feet; thence North 00 degrees 49 minutes 13  
seconds East a distance of 45.91 feet; thence North 14 degrees 51 minutes 23

seconds East a distance of 47.33 feet; thence North 34 degrees 30 minutes 37  
seconds East a distance of 41.38 feet; thence North 27 degrees 23 minutes 07  
seconds East a distance of 25.67 feet; thence North 57 degrees 07 minutes 49  
seconds East a distance of 62.08 feet; thence South 70 degrees 26 minutes 31  
seconds East a distance of 5.00 feet; thence North 85 degrees 47 minutes 05  
seconds East a distance of 18.29 feet; thence North 56 degrees 38 minutes 22  
seconds East a distance of 6.02 feet; thence North 83 degrees 20 minutes 53  
seconds East a distance of 18.13 feet; thence North 85 degrees 35 minutes 58  
seconds East a distance of 33.28 feet; thence North 90 degrees 00 minutes 00  
seconds East a distance of 27.92 feet; thence North 78 degrees 41 minutes 24  
seconds East a distance of 23.73 feet; thence North 90 degrees 00 minutes 00  
seconds East a distance of 51.20 feet; thence North 85 degrees 32 minutes 40  
seconds East a distance of 25.34 feet; thence South 85 degrees 39 minutes 31  
seconds East a distance of 26.01 feet; thence South 68 degrees 11 minutes 55  
seconds East a distance of 25.06 feet; thence South 63 degrees 25 minutes 06  
seconds East a distance of 15.29 feet; thence South 55 degrees 06 minutes 37  
seconds East a distance of 28.72 feet; thence South 66 degrees 26 minutes 18  
seconds East a distance of 17.76 feet; thence South 49 degrees 22 minutes 27  
seconds East a distance of 44.82 feet; thence South 55 degrees 29 minutes 23  
seconds East a distance of 62.08 feet; thence South 75 degrees 08 minutes 37  
seconds East a distance of 47.33 feet; thence South 66 degrees 20 minutes 15  
seconds East a distance of 12.06 feet; thence South 63 degrees 26 minutes 06  
seconds East a distance of 20.81 feet; thence North 90 degrees 00 minutes 00  
seconds East a distance of 121.01 feet; thence North 53 degrees 07 minutes 48  
seconds East a distance of 23.27 feet; thence North 54 degrees 09 minutes 21  
seconds East a distance of 25.08 feet; thence North 76 degrees 47 minutes 02  
seconds East a distance of 23.66 feet; thence North 57 degrees 07 minutes 49  
seconds East a distance of 20.69 feet; thence North 34 degrees 30 minutes 37  
seconds East a distance of 41.38 feet; thence North 00 degrees 49 minutes 13  
seconds East a distance of 22.96 feet; thence North 13 degrees 12 minutes 58  
seconds West a distance of 47.33 feet; thence North 32 degrees 52 minutes 11  
seconds West a distance of 41.38 feet; thence North 55 degrees 29 minutes 23  
seconds West a distance of 20.69 feet; thence North 75 degrees 30 minutes 59  
seconds West a distance of 20.89 feet; thence North 78 degrees 41 minutes 24  
seconds West a distance of 23.73 feet; thence North 90 degrees 00 minutes 00  
seconds West a distance of 46.54 feet; thence South 63 degrees 26 minutes 06  
seconds West a distance of 20.81 feet; thence North 90 degrees 00 minutes 00  
seconds West a distance of 27.92 feet; thence South 78 degrees 41 minutes 24  
seconds West a distance of 23.73 feet; thence North 90 degrees 00 minutes 00  
seconds West a distance of 23.27 feet; thence South 78 degrees 41 minutes 24  
seconds West a distance of 47.46 feet; thence North 90 degrees 00 minutes 00  
seconds West a distance of 93.08 feet; thence North 78 degrees 41 minutes 24  
seconds West a distance of 15.03 feet; thence North 00 degrees 01 minutes 52  
seconds East a distance of 153.02 feet; thence North 71 degrees 32 minutes 02  
seconds West a distance of 91.70 feet; thence North 80 degrees 32 minutes 56  
seconds West a distance of 42.47 feet; thence North 88 degrees 07 minutes 22

seconds West a distance of 114.42 feet; thence South 68 degrees 40 minutes 22 seconds West a distance of 111.28 feet; thence South 49 degrees 40 minutes 31 seconds West a distance of 222.23 feet; thence South 22 degrees 45 minutes 05 seconds West a distance of 21.64 feet; thence North 67 degrees 14 minutes 55 seconds West a distance of 56.49 feet; thence North 18 degrees 34 minutes 40 seconds East a distance of 123.15 feet; thence North 09 degrees 29 minutes 41 seconds West a distance of 45.12 feet; thence North 24 degrees 37 minutes 49 seconds East a distance of 21.36 feet; thence North 46 degrees 43 minutes 58 seconds East a distance of 39.84 feet; thence North 21 degrees 18 minutes 39 seconds East a distance of 41.12 feet; thence North 05 degrees 15 minutes 19 seconds West a distance of 116.16 feet; thence North 81 degrees 24 minutes 08 seconds East a distance of 112.85 feet; thence North 10 degrees 35 minutes 52 seconds West a distance of 385.23 feet to the POINT OF BEGINNING, and containing 18.443 acres of land, more or less.

### Servitude South

A CERTAIN PARCEL OF LAND situated in Section 49, Township 7 South, Range 11 East, St. Helena Meridian, St. Tammany Parish, Louisiana, and more particularly described as follows:

Commence at the Section corner common to Sections 47, 49 and 52, of said township and range and measure South 00 degrees 47 minutes 14 seconds East a distance of 1,032.92 feet; thence North 88 degrees 55 minutes 30 seconds East a distance of 3,123.62 feet; thence South 48 degrees 20 minutes 46 seconds East a distance of 1,860.00 feet; thence North 89 degrees 39 minutes 14 seconds East a distance of 275.49 feet to the POINT OF BEGINNING.

From the POINT OF BEGINNING run North 41 degrees 39 minutes 14 seconds East a distance of 223.63 feet; thence North 26 degrees 36 minutes 52 seconds East a distance of 40.39 feet; thence South 61 degrees 41 minutes 57 seconds East a distance of 95.91 feet; thence South 71 degrees 02 minutes 22 seconds East a distance of 106.39 feet; thence South 81 degrees 10 minutes 05 seconds East a distance of 181.16 feet; thence South 74 degrees 34 minutes 01 seconds East a distance of 270.32 feet; thence South 81 degrees 10 minutes 47 seconds East a distance of 140.44 feet; thence North 71 degrees 00 minutes 00 seconds East a distance of 86.94 feet; thence North 49 degrees 28 minutes 55 seconds East a distance of 59.94 feet; thence North 16 degrees 00 minutes 00 seconds East a distance of 84.91 feet; thence North 09 degrees 38 minutes 08 seconds East a distance of 36.34 feet; thence North 18 degrees 00 minutes 00 seconds West a distance of 86.02 feet; thence North 35 degrees 35 minutes 54 seconds West a distance of 34.62 feet; thence North 52 degrees 38 minutes 52 seconds West a distance of 99.48 feet; thence North 77 degrees 00 minutes 00 seconds West a distance of 93.72 feet; thence South 76 degrees 00 minutes 00 seconds West a distance of 89.41 feet; thence South 83 degrees 47 minutes 44 seconds West a distance of 55.38 feet; thence North 82 degrees 41 minutes 13

seconds West a distance of 291.92 feet; thence North 75 degrees 02 minutes 15 seconds West a distance of 74.43 feet; thence North 09 degrees 02 minutes 45 seconds East a distance of 73.95 feet; thence North 08 degrees 19 minutes 06 seconds West a distance of 204.02 feet; thence North 06 degrees 43 minutes 06 seconds East a distance of 32.27; thence North 21 degrees 23 minutes 24 seconds West a distance of 84.76 feet; thence North 58 degrees 11 minutes 03 seconds West a distance of 107.35 feet; thence North 13 degrees 25 minutes 16 seconds West a distance of 280.92 feet; thence North 30 degrees 28 minutes 21 seconds West a distance of 106.74 feet; thence North 03 degrees 50 minutes 53 seconds West a distance of 76.10 feet; thence North 25 degrees 19 minutes 19 seconds East a distance of 73.70 feet; thence South 87 degrees 55 minutes 03 seconds East a distance of 65.18 feet; thence South 63 degrees 02 minutes 34 seconds East a distance of 64.93 feet; thence South 80 degrees 54 minutes 35 seconds East a distance of 73.37 feet; thence South 30 degrees 10 minutes 25 seconds East a distance of 72.07 feet; thence South 26 degrees 08 minutes 11 seconds East a distance of 259.84 feet; thence South 17 degrees 39 minutes 00 seconds East a distance of 66.90 feet; thence South 16 degrees 29 minutes 04 seconds East a distance of 148.08 feet; thence South 74 degrees 11 minutes 51 seconds East a distance of 79.81 feet; thence South 89 degrees 09 minutes 59 seconds East a distance of 98.85 feet; thence South 14 degrees 01 minutes 59 seconds East a distance of 116.35 feet; thence South 35 degrees 08 minutes 24 seconds East a distance of 144.68 feet; thence South 69 degrees 28 minutes 27 seconds East a distance of 202.21 feet; thence South 86 degrees 03 minutes 29 seconds East a distance of 37.39 feet; thence South 65 degrees 56 minutes 12 seconds East a distance of 23.09 feet; thence South 49 degrees 47 minutes 13 seconds East a distance of 23.43 feet; thence South 36 degrees 36 minutes 38 seconds East a distance of 65.96 feet; thence South 26 degrees 35 minutes 03 seconds East a distance of 33.84 feet; thence South 45 degrees 01 minutes 25 seconds East a distance of 42.81 feet; thence South 70 degrees 39 minutes 21 seconds East a distance of 53.98 feet; thence South 82 degrees 59 minutes 21 seconds East a distance of 90.15 feet; thence North 73 degrees 53 minutes 02 seconds East a distance of 52.26 feet; thence South 36 degrees 39 minutes 14 seconds West a distance of 211.46 feet; thence South 11 degrees 39 minutes 14 seconds West a distance of 290.00 feet; thence North 88 degrees 20 minutes 46 seconds West a distance of 550.00 feet; thence North 64 degrees 20 minutes 46 seconds West a distance of 250.00 feet; thence South 89 degrees 39 minutes 14 seconds West a distance of 414.51 feet to the POINT OF BEGINNING, and containing 14.031 acres of land, more or less.

The Property is described with reference to a sketch prepared by Kelly J. McHugh & Associates, Inc., dated September 2, 2011, attached hereto as **Exhibit A**.

2. Grantor warrants that it owns the Property in fee simple and that said Property is free from any mortgage, lien, judgment or encumbrance that will or may conflict with the purposes of this Conservation Servitude.

3. Holder is qualified to hold this Conservation Servitude by virtue of being a governmental body empowered to hold an interest in immovable Property under the laws of the State of Louisiana or the United States of America.

4. Except in accordance with "Allowed Uses" described below, the Property is henceforth set aside and reserved in its natural state, and Grantor will take no action or allow any action which diminishes the Property's natural state or convert it to another use. Except for "Allowed Uses", actions prohibited on the Property under this Conservation Servitude, include the following:

- a. construction of any structure or structures on said Property;
- b. cutting, burning, removal or destruction of vegetation (including trees) on said Property except in accordance with "Allowed Uses" described below and any authorized permits which may be required from the U.S. Army Corps of Engineers, New Orleans District (hereafter "CEMVN") at the time the work is proposed;
- c. placing of any material or objects on said Property;
- d. building of roads, trails, or paths on said Property;
- e. changing the elevation of or contours of said Property;
- f. pumping, draining or causing said Property to be drained;
- g. placing, filling, storing, or dumping of refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste, or other such items on the Property;
- h. mechanized land clearing;
- i. deposition of soil, shell, rock or other fill on the Property without written authorization from the U.S. Army Corps of Engineers, New Orleans District;
- j. grazing of animals on said Property;
- k. allowing commercial, industrial or agricultural activities on said Property; or,
- l. any other activity inconsistent with preserving said Property's natural state, flora, fauna and/or wetland character.

The terms in "Allowed Uses" shall mean the activities in and upon the Property subject of this Servitude by Delta Land Holding Company, LLC, its successors and assigns, described as follows:

1. Construction of one or more elevated wooden walkways, not exceeding six (6') feet in width, through and across the Property;
2. Construction of docks, piers, and elevated walkways adjacent to navigable waterways upon the Property.

Provided that prior to the exercise of any of the "Allowed Uses" upon the Property, such party shall first obtain the approval of the USACE or obtain USACE permits, (Section 404 and Section 10), if necessary.

5. No later than December 31<sup>st</sup> of each calendar year, the Grantor, and upon a transfer of the Property to the homeowners association governing land use for the residential subdivision to be developed adjacent to the Property ("Homeowners Association"), as set forth in



Section 11 herein, the Homeowners Association, shall provide to the U.S. Army Corps of Engineers a report issued by Biological Surveys, Inc. or another environmental assessment firm acceptable to the U.S. Army Corp of Engineers regarding compliance with the requirements of Section 4 indicating the dates and extent of the inspection(s) conducted, together with a detailed description of the work performed, and a copy of all documents and instruments used in connection with the preparation of the inspection report. The owner of the Property shall pay all costs and expenses of such inspection on or before thirty (30) days following receipt of an itemized statement reflecting such inspection cost. A copy of the inspection report shall be furnished to the U.S. Army Corps of Engineers and the Holder.

6. (a) Except for the inclusion of the Property in the zoning density calculation in connection with development of the adjacent property owned by Grantor, no development rights that have been encumbered or extinguished by this Conservation Servitude shall be transferred to any other lands pursuant to a transferable development rights, scheme cluster development arrangement, or otherwise; and (b) The Property shall not be divided, partitioned, subdivided or conveyed except in its current configuration in its entirety.

7. Holder and the CEMVN shall have the right to enter and go upon the Property for purposes of inspection, verifying compliance with this Conservation Servitude, and to enforce the provisions of this Conservation Servitude. Grantor retains a right of entry to the Property to perform routine maintenance, restoration or reconstruction as authorized by the attached River Club Conservation Servitude Agreement. No right of access or entry by the general public to any portion of the Property is conveyed by this Conservation Servitude.

8. Should Grantor, its heirs and assigns, and all subsequent owners, purchasers, lessees, grantees, and licensees fail to comply with the requirements of this Conservation Servitude, Holder and those with third party rights of enforcement may undertake legal proceedings to insure compliance. Among other relief, Holder and those with third party rights of enforcement may seek the complete restoration of any breach of this Conservation Servitude. Breaches of this Conservation Servitude may be actionable without notice. The costs of correcting a breach or costs of restoration, including expenses, court costs and attorneys' fees, shall be paid by the party responsible for such breach or violation of this Agreement. Enforcement shall be at the discretion of the Holder and those with third party rights of enforcement, and no omission or delay in acting shall constitute a waiver of any enforcement right. These enforcement rights are in addition to and shall not limit enforcement rights available under other provisions of law or equity, or under any applicable permit or certification.

9. Modification of this document is permissible, subject to notice and final approval by the U.S. Army Corps of Engineers, New Orleans District. Any modification to this document, or to the rights and obligations created under this agreement, requires Grantor to provide to the U.S. Army Corps of Engineers, New Orleans District, whose address is P.O. Box 60267 New Orleans, Louisiana 70160-0267, at least 60-day notice of any proposed modification for the district engineer's approval. Transfer of Property is also permissible, subject to the same approval and notification terms as specified above.

10. Upon incapacity, death, disqualification or expiration of the Holder, Grantor agrees to affirmatively modify this instrument by appointing a replacement Holder, subject to the terms stated in Paragraph 3. Appointment of a replacement Holder requires a 60-day advance notice to be provided to the U.S. Army Corps of Engineers, New Orleans District and subsequent approval by the same of the proposed new Holder as directed in Paragraph 9, above.

11. This Conservation Servitude is transferable, but only to a qualified Holder as identified in Paragraph 3, above. Transfer of this Conservation Servitude is only permissible following 60-day advance notice to the U.S. Army Corps of Engineers, New Orleans District and approval by the same of the proposed transfer, as directed in Paragraph 9, above.

12. Notwithstanding the requirements of Section 11 above relating to transfer of the Property, Grantor is authorized to transfer the Property to an owners association formed or to be formed by the Grantor or its assigns governing land use for the Property and adjacent property owned by the Grantor. Upon any transfer of the Property to an owners association or another entity governing land use for the Property and adjacent property owned by the Grantor in which the transferee assumes the obligations under this Conservation Servitude, the Grantor shall be immediately released and acquitted of any further responsibility and liability under this Conservation Servitude.

13. Except as set forth in Section 12 above and/or as modified by approval of the U.S. Army Corps of Engineers, this Conservation Servitude is binding in perpetuity on Grantor, its successors and assigns, and all subsequent owners, purchasers, lessees, grantees, and licensees of the Property.

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

15. All notices to the Holder shall be made to the following:

- a. The President or primary elected official, as applicable, of the Parish in which the Property is located, now St. Tammany Parish, Louisiana.
- b. Director of Planning and Development for St. Tammany Parish, Louisiana, or the successor department.
- c. Director of Engineering for St. Tammany Parish, Louisiana, or the successor department.

***[SIGNATURES ON THE FOLLOWING PAGE]***

**THUS DONE AND PASSED** in St. Tammany Parish, Louisiana, on the \_\_\_\_ day of December, 2011, in the presence of the undersigned competent witnesses, and me, Notary, after due reading of the whole.

**WITNESSES:**

**GRANTOR:**

DELTA LAND HOLDING COMPANY, L.L.C.

\_\_\_\_\_  
PRINT NAME: \_\_\_\_\_

BY: \_\_\_\_\_  
MATTHEW P. BENNETT, MEMBER

\_\_\_\_\_  
PRINT NAME: \_\_\_\_\_

\_\_\_\_\_  
**NOTARY PUBLIC**

Print Name: \_\_\_\_\_  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**THUS DONE AND PASSED** in St. Tammany Parish, Louisiana, on the \_\_\_\_ day of December, 2011, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

**WITNESSES:**

**HOLDER:**

ST. TAMMANY PARISH

\_\_\_\_\_  
PRINT NAME: \_\_\_\_\_

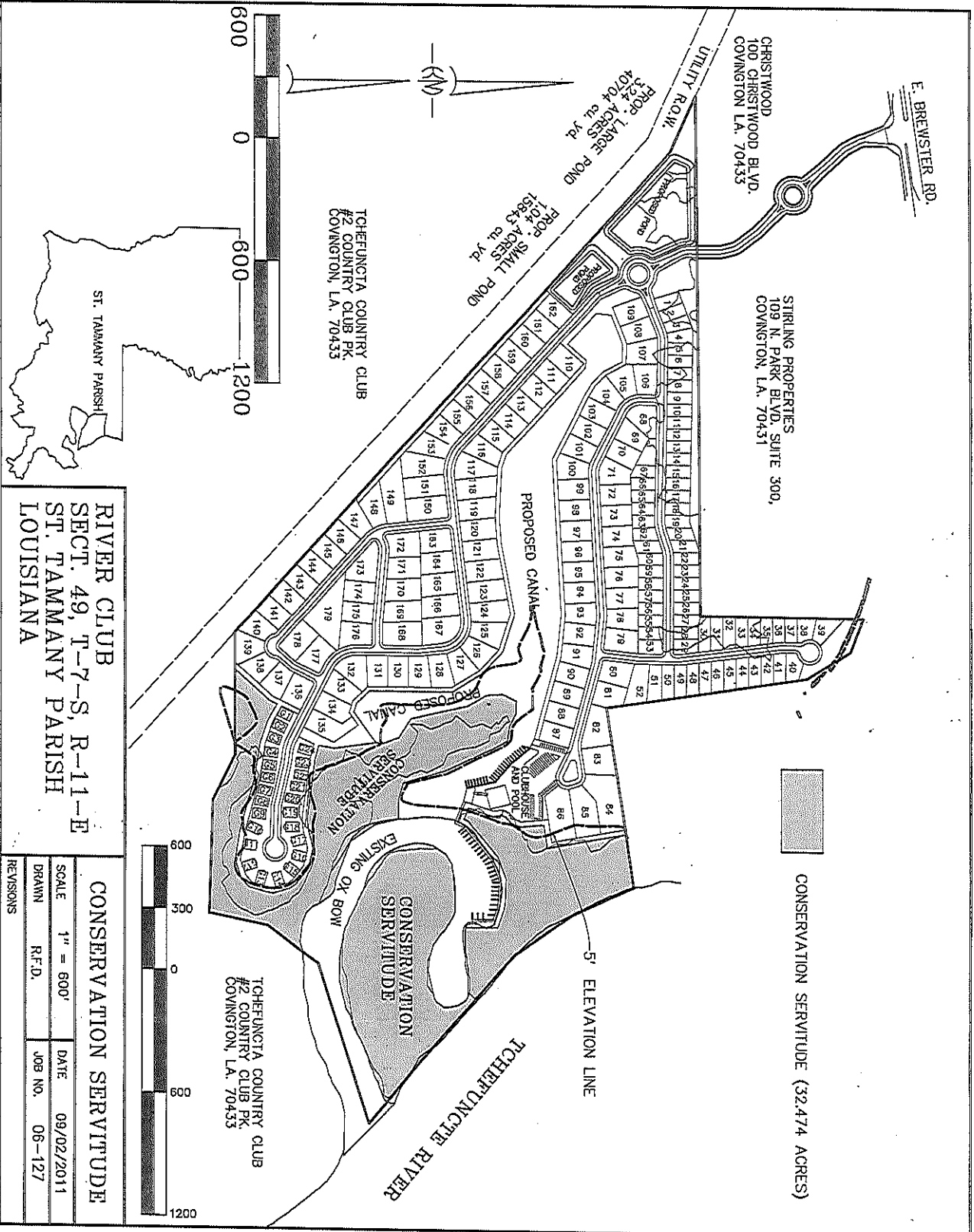
BY: \_\_\_\_\_  
\_\_\_\_\_, PARISH PRESIDENT

\_\_\_\_\_  
PRINT NAME: \_\_\_\_\_

\_\_\_\_\_  
**NOTARY PUBLIC**

Print Name: \_\_\_\_\_  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

EXHIBIT A - MCHUGH PLAN

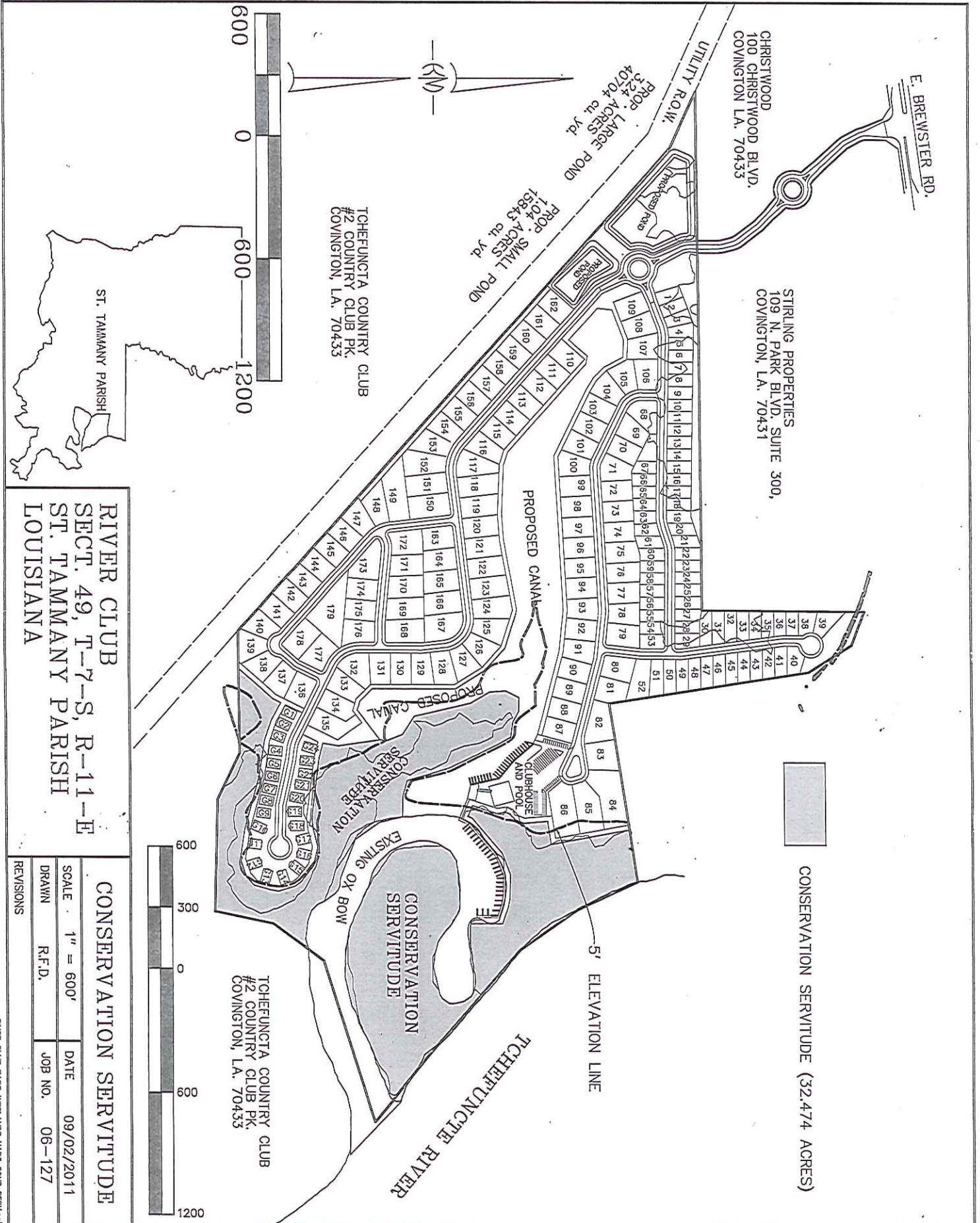


RIVER CLUB  
SECT. 49, T-7-S, R-11-E  
ST. TAMMANY PARISH  
LOUISIANA

CONSERVATION SERVITUDE			
SCALE	1" = 600'	DATE	09/02/2011
DRAWN	R.F.D.	JOB NO.	06-127
REVISIONS			

RIVER CLUB EAST WELDON MAPS CONS. SERV. 2011

**EXHIBIT "B"**



RIVER CLUB  
SECT. 49, T-7-S, R-11-E  
ST. TAMMANY PARISH  
LOUISIANA

CONSERVATION SERVITUDE

SCALE	1" = 600'	DATE	09/02/2011
DRAWN	R.F.D.	JOB NO.	06-127
REVISIONS			

RIVER CLUB EAST WETLANDS MAP, CONS. SERV. 49

## **Ordinance Administrative Comment**

ORDINANCE TO AUTHORIZE THE PARISH OF ST. TAMMANY, THROUGH THE OFFICE OF THE PARISH PRESIDENT, TO ACQUIRE CERTAIN CONSERVATION SERVITUDES FROM DELTA LAND HOLDING COMPANY, L.L.C. FOR RIVER CLUB CONSERVATION AREA.

St. Tammany Parish will execute the Louisiana Conservation Servitude to acquire the River Club Conservation Area from Delta Land Holding Company, L.L.C. The acquisition of this Conservation Servitude is for no consideration.