

ST. TAMMANY PARISH COUNCIL

ORDINANCE

ORDINANCE CALENDAR NO: 4681

ORDINANCE COUNCIL SERIES NO: _____

COUNCIL SPONSOR: GOULD/DAVIS

PROVIDED BY: PRESIDENT/LEGAL

INTRODUCED BY: _____

SECONDED BY: _____

ON THE 3 DAY OF NOVEMBER, 2011

ORDINANCE TO AUTHORIZE THE PARISH OF ST. TAMMANY, THROUGH THE OFFICE OF THE PARISH PRESIDENT, TO ACQUIRE CERTAIN CONSERVATION SERVITUDES FOR BEDICO CREEK PRESERVE.

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 acquisition of certain immovable property for conservation; 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 "A" 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 if purchased, the purchase price shall not exceed the fair market value of the Property as evidenced by an appraisal obtained or supplied to the Parish plus fees and costs.

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REPEAL: All ordinances or parts of Ordinances in conflict herewith are hereby repealed.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

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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 1 DAY OF DECEMBER, 2011; AND BECOMES ORDINANCE COUNCIL SERIES NO _____.

MARTIN W. GOULD, JR., COUNCIL CHAIRMAN

ATTEST:

THERESA L. FORD, COUNCIL CLERK

KEVIN DAVIS, PARISH PRESIDENT

Published Introduction: OCTOBER 27, 2011

Published Adoption: _____, 2011

Delivered to Parish President: _____, 2011 at _____

Returned to Council Clerk: _____, 2011 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:

BEDICO CREEK PRESERVE, L.L.C., a limited liability company, organized pursuant to Articles of Organization filed with the Louisiana Secretary of State, herein represented by David L. Waltemath, who, after being duly sworn by me, Notary Public, did depose and state that he is the duly sworn representative of Bedico Creek Preserve, LLC and that said Limited Liability Company is a business licensed and located in the State of Louisiana, its mailing address being 3520 Holiday Drive, Ste. A, New Orleans, Louisiana 70114; (hereinafter referred to as "**Grantor**");

who declares:

RECITALS

The Grantor is the owner of a tract of land located in Sections 5, 6, 7, and 8, Township 7 South, Range 10 East, and Section 31, Township 6 South, Range 10 East, off Louisiana Highway 1085 in St. Tammany Parish, Louisiana. A portion of the tract of land shall be known as the "**Property**" and is more particularly described on Exhibit A, attached hereto and made a part hereof.

Grantor further declared:

1. That Grantor, in consideration of the mutual benefits to be derived in the establishment of a Conservation Servitude on the above described Property to be known as the Bedico Creek Mitigation Area, and pursuant to L.R.S. 9:1271 et seq., does by these presents, grant, transfer, convey and deliver unto the Parish of St. Tammany, a political subdivision of the State of Louisiana, which qualifies as a "**Holder**" under the provisions of LSA RS 9:1271 et seq. (hereinafter referred to as "**Holder**"), represented herein by its duly authorized representative, Kevin Davis, 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 Property.

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, except for such servitudes and encumbrances recorded in the public records of St. Tammany Parish, Louisiana.

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, and such other qualified Holder under the Louisiana Conservation Servitude Act.

4. Except as provided in the Forest Management Guidelines, a copy of which is attached hereto as **Exhibit B** and made a part hereof, and except for the easements, existing logging trails, and servitudes set forth on Appendix A – Map, 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 as provided in the Forest Management Guidelines attached as Exhibit B and regular maintenance of easements, existing logging trails, and servitudes set forth on Appendix A – Map, actions prohibited on the Property, pursuant to 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 the terms specified in the Forest Management Guidelines, and regular maintenance of the existing drainage and utility easements shown in Exhibit A, and permits which may be required from the U.S. Army Corps of Engineers, New Orleans District (hereafter "CEMVN") at the time the cutting 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.

5. No later than December 31st of each calendar year, the Qualified Forester retained by the owner of the Property in connection with Forest Management shall provide to the U.S. Army Corps of Engineers and the Holder a statement regarding compliance with the requirements of Section 4 indicating the dates and extent of the inspection(s) conducted. "Qualified Forester" and "Forest Management" are defined in Exhibit B, "Forest Management Guidelines," attached hereto.

6. Except as set forth in the PUD approved by St. Tammany Parish, as such plan may be amended, the following shall apply: (a) neither the Property nor any portion of it shall be included as part of the gross area of other Property not subject to this Conservation Servitude for the purposes of determining density, lot coverage, or open space requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density; (b) 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 (c) the Property shall not be divided, partitioned, subdivided or conveyed except in its current configuration in its entirety

7. The U.S. Army Corps of Engineers, U.S. Environmental Protection Agency, U.S. Fish and Wildlife Service, Louisiana Department of Wildlife & Fisheries, and all other agencies that are a party to the attached Forest Management Guidelines are granted third party rights of enforcement.

8. Holder and those with third party rights of enforcement 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 Forest Management Guidelines. No right of access or entry by the general public to any portion of the Property is conveyed by this Conservation Servitude.

9. 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.

10. 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.

11. 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 10, above.

12. 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 10, above.

13. Notwithstanding the requirements of Section 10 above relating to transfer of the Property, Grantor is authorized to transfer the Property to Bedico Creek Preserve Owners Association, Inc. or another entity governing land use for the Property. Upon any transfer of the Property, as described on Exhibit A, to Bedico Creek Preserve Owners Association Inc. or another entity governing land use for the Property 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.

14. Except as set forth in Section 13 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.

15. 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.

16. 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 September, 2011, in the presence of the undersigned competent witnesses, and me, Notary, after due reading of the whole.

WITNESSES:

GRANTOR:

BEDICO CREEK PRESERVE, L.L.C.

PRINT NAME: _____

BY: _____
DAVID L. WALTEMATH, MANAGER

PRINT NAME: _____

NOTARY PUBLIC

Print Name: _____
Commission No. _____
My Commission Expires: _____

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

THUS DONE AND PASSED in St. Tammany Parish, Louisiana, on the ____ day of September, 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: _____
KEVIN DAVIS, PRESIDENT

PRINT NAME: _____

NOTARY PUBLIC

Print Name: _____
Commission No. _____
My Commission Expires: _____

EXHIBIT A

PROPERTY LEGAL DESCRIPTION – 377 ACRES

Conservation Area No. 1 (Northeast Area)

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, located within the boundary of Bedico Creek, situated in Sections 5 and 6, Township 7 South, Range 10 East and Section 31, Township 6 South, Range 10 East, Parish of St. Tammany, State of Louisiana, and more fully described as follows, to-wit:

Commence at the Section Corner common to Sections 5, 6, 7, and 8, Township 7 South, Range 10 East; thence measure N 01° 59' 13" W, a distance of 673.46 feet to a point; thence measure N 64° 55' 00" E, a distance of 344.60 feet to a point; thence measure N 39° 15' 00" E, a distance of 327.80 feet to a point; thence measure N 34° 09' 00" E, a distance of 316.63 feet to a point; thence measure S 89° 58' 24" E, a distance of 627.56 feet to a point; thence measure N 00° 27' 02" E, a distance of 606.70 feet to the POINT OF BEGINNING;

From the Point of Beginning measure N 38° 21' 56" W, a distance of 690.50 feet to a point; thence measure N 89° 57' 56" W, a distance of 573.00 feet to a point; thence measure S 45° 39' 16" W, a distance of 188.57 feet to a point; thence measure S 72° 44' 18" W, a distance of 62.75 feet to a point; thence measure N 26° 27' 23" W, a distance of 117.52 feet to a point; thence measure N 28° 30' 19" W, a distance of 117.66 feet to a point; thence measure N 34° 09' 19" W, a distance of 117.44 feet to a point; thence measure N 45° 41' 14" W, a distance of 117.87 feet to a point; thence measure N 46° 13' 26" W, a distance of 116.13 feet to a point; thence measure N 46° 35' 55" W, a distance of 116.20 feet to a point; thence measure N 52° 39' 46" W, a distance of 117.08 feet to a point; thence measure N 58° 05' 11" W, a distance of 236.84 feet to a point; thence measure N 60° 32' 12" W, a distance of 243.25 feet to a point; thence measure N 61° 32' 13" W, a distance of 42.92 feet to a point; thence measure N 63° 06' 42" W, a distance of 574.10 feet to a point; thence measure N 71° 41' 11" W, a distance of 275.78 feet to a point; thence measure N 13° 44' 42" E, a distance of 577.90 feet to a point; thence measure N 28° 38' 06" W, a distance of 787.82 feet to a point; thence measure N 39° 25' 08" E, a distance of 304.21 feet to a point; thence measure N 38° 27' 53" E, a distance of 174.25 feet to a point; thence measure N 25° 31' 06" E, a distance of 116.56 feet to a point; thence measure N 15° 08' 10" E, a distance of 100.43 feet to a point; thence measure N 05° 54' 39" E, a distance of 76.39 feet to a point; thence measure N 04° 31' 53" W, a distance of 232.34 feet to a point; thence measure N 07° 51' 35" W, a distance of 76.70 feet to a point; thence measure N 11° 19' 09" W, a distance of 53.44 feet to a point; thence measure N 16° 12' 07" W, a distance of 84.58 feet to a point; thence measure N 25° 32' 44" W, a distance of 121.62 feet to a point; thence measure N 41° 39' 25" W, a distance of 113.20 feet to a point; thence measure in a Northwesterly direction along the arc of a non-tangential curve to the left having a radius of 11241.16 feet, a distance of 2367.83 feet to a point; thence measure in a Southwesterly direction along the arc of a curve to the left having a radius of 962.72 feet, a distance of 705.94 feet to a point; thence measure S 60° 05' 57" W, a distance of 495.14 feet to a point; thence measure S 49° 04' 30" W, a distance of 132.38 feet to a point; thence measure S 39° 26' 26" W, a distance of 104.61 feet to a point; thence measure S 32° 43'

11" W, a distance of 108.52 feet to a point; thence measure S 22° 12' 35" W, a distance of 111.95 feet to a point; thence measure West, a distance of 36.00 feet to a point; thence measure N 00° 14' 46" E, a distance of 1030.10 feet to a point located on the Southerly Right of Way Line of Interstate No. 12; thence measure in a Southeasterly direction along the Southerly Right of Way Line of Interstate No. 12, along the arc of a curve to the right having a radius of 11341.16 feet, a distance of 4525.82 feet to a point; thence measure S 62° 05' 58" E along the Southerly Right of Way Line of Interstate No. 12, a distance of 2658.05 feet to a point; thence leaving the Southerly Right of Way Line of Interstate No. 12, measure S 00° 27' 02" W, a distance of 2704.47 feet back to the POINT OF BEGINNING, Containing 195.09 acres.

**Conservation Area No. 2
(Southwest Area)**

ALL THAT CERTAIN PIECE OR PARCEL OF LAND, located within the boundary of Bedico Creek, situated in Sections 6 and 7, Township 7 South, Range 10 East, Parish of St. Tammany, State of Louisiana, and more fully described as follows, to-wit:

Commence at the Section Corner common to Sections 5, 6, 7, and 8, Township 7 South, Range 10 East; thence measure N 89° 30' 31" W, a distance of 39.97 feet to a point on the Southwesterly Right of Way line of Bedico Boulevard, said point being the POINT OF BEGINNING;

From the Point of Beginning measure N 89° 30' 34" W, a distance of 55.56 feet to a point; thence measure N 89° 30' 31" W, a distance of 2279.22 feet to a point; thence measure S 39° 09' 52" W, a distance of 5.08 feet to a point; thence measure S 20° 36' 56" W, a distance of 105.01 feet to a point; thence measure S 01° 30' 31" W, a distance of 120.28 feet to a point; thence measure S 09° 45' 03" W, a distance of 32.43 feet to a point; thence measure S 31° 03' 58" W, a distance of 32.52 feet to a point; thence measure S 56° 05' 22" W, a distance of 35.11 feet to a point; thence measure S 59° 32' 19" W, a distance of 394.52 feet to a point; thence measure S 62° 11' 13" W, a distance of 88.83 feet to a point; thence measure S 79° 54' 17" W, a distance of 30.76 feet to a point; thence measure N 84° 35' 36" W, a distance of 31.81 feet to a point; thence measure N 77° 19' 21" W, a distance of 266.03 feet to a point; thence measure N 79° 03' 14" W, a distance of 388.91 feet to a point; thence measure S 81° 10' 44" W, a distance of 20.32 feet to a point; thence measure S 69° 31' 22" W, a distance of 84.41 feet to a point; thence measure S 39° 46' 55" W, a distance of 46.65 feet to a point; thence measure S 23° 58' 49" W, a distance of 26.24 feet to a point; thence measure S 46° 00' 10" W, a distance of 68.29 feet to a point; thence measure S 45° 14' 39" W, a distance of 80.28 feet to a point; thence measure S 60° 48' 55" W, a distance of 48.45 feet to a point; thence measure S 82° 05' 28" W, a distance of 64.07 feet to a point; thence measure N 73° 24' 09" W, a distance of 26.24 feet to a point; thence measure N 32° 22' 40" W, a distance of 28.26 feet to a point; thence measure N 39° 24' 36" W, a distance of 27.90 feet to a point; thence measure N 21° 32' 33" W, a distance of 37.59 feet to a point; thence measure S 00° 17' 13" W, a distance of 22.51 feet to a point; thence measure N 45° 10' 45" W, a distance of 118.75 feet to a point; thence measure N 64° 25' 36" W, a distance of 217.44 feet to a point; thence measure N 58° 53' 49" W, a distance of 398.17 feet to a point; thence measure N 64° 02' 16" W, a distance of 68.47 feet to a point; thence measure S 84° 06' 22" W, a distance of 41.24 feet to a point; thence measure S 78° 06' 15" W, a distance of 262.60 feet to a point; thence measure S 85° 14' 34" W, a distance of 340.36 feet to a point; thence measure N 00° 25' 00" E, a

distance of 246.75 feet to a point; thence measure N 00° 17' 32" W, a distance of 2685.96 feet to a point; thence measure N 00° 07' 56" E, a distance of 909.50 feet to a point; thence measure S 89° 52' 04" E, a distance of 246.91 feet to a point; thence measure S 74° 46' 21" E, a distance of 100.49 feet to a point; thence measure N 42° 54' 27" E, a distance of 125.76 feet to a point; thence measure S 47° 12' 41" E, a distance of 3.54 feet to a point; thence measure in a Southeasterly direction along the arc of a non-tangential curve to the right having a radius of 13.00 feet, a distance of 15.53 feet to a point; thence measure in a generally Southerly and Easterly direction along the arc of a non-tangential curve to the left having a radius of 113.00 feet, a distance of 304.40 feet to a point; thence measure in a Northeasterly direction along the arc of a non-tangential curve to the right having a radius of 13.00 feet, a distance of 16.44 feet to a point; thence measure S 60° 47' 28" E, a distance of 6.32 feet to a point; thence measure in a Southeasterly direction along the arc of a non-tangential curve to the right having a radius of 550.00 feet, a distance of 64.91 feet to a point; thence measure S 41° 19' 03" W, a distance of 154.30 feet to a point; thence measure S 53° 15' 12" E, a distance of 196.71 feet to a point; thence measure S 66° 10' 47" E, a distance of 115.29 feet to a point; thence measure S 79° 06' 28" E, a distance of 109.87 feet to a point; thence measure N 89° 19' 19" E, a distance of 109.40 feet to a point; thence measure N 87° 04' 36" E, a distance of 295.44 feet to a point; thence measure S 84° 37' 34" E, a distance of 88.25 feet to a point; thence measure S 76° 53' 02" E, a distance of 88.17 feet to a point; thence measure S 68° 12' 56" E, a distance of 93.21 feet to a point; thence measure S 62° 21' 33" E, a distance of 300.20 feet to a point; thence measure S 63° 24' 03" E, a distance of 104.68 feet to a point; thence measure S 69° 09' 26" E, a distance of 124.00 feet to a point; thence measure N 19° 05' 01" E, a distance of 151.76 feet to a point; thence measure in a Southeasterly direction along the arc of a non-tangential curve to the left having a radius of 780.00 feet, a distance of 113.78 feet to a point; thence measure S 00° 51' 51" W, a distance of 193.43 feet to a point; thence measure S 08° 22' 24" E, a distance of 391.33 feet to a point; thence measure S 08° 22' 24" E, a distance of 49.60 feet to a point; thence measure S 42° 23' 30" W, a distance of 259.49 feet to a point; thence measure S 42° 37' 34" W, a distance of 266.49 feet to a point; thence measure S 01° 42' 53" W, a distance of 100.02 feet to a point; thence measure S 64° 19' 42" W, a distance of 77.59 feet to a point; thence measure S 09° 44' 40" W, a distance of 277.62 feet to a point; thence measure S 03° 13' 30" E, a distance of 324.50 feet to a point; thence measure S 80° 57' 44" W, a distance of 154.38 feet to a point; thence measure S 20° 09' 27" W, a distance of 226.99 feet to a point; thence measure S 17° 56' 38" E, a distance of 238.40 feet to a point; thence measure S 37° 35' 25" W, a distance of 184.84 feet to a point; thence measure S 06° 06' 32" E, a distance of 203.18 feet to a point; thence measure S 59° 24' 20" E, a distance of 219.10 feet to a point; thence measure N 82° 42' 22" E, a distance of 207.19 feet to a point; thence measure N 63° 14' 59" E, a distance of 131.63 feet to a point; thence measure N 63° 33' 51" E, a distance of 76.08 feet to a point; thence measure S 51° 43' 16" E, a distance of 155.38 feet to a point; thence measure S 51° 43' 03" E, a distance of 161.21 feet to a point; thence measure S 09° 30' 21" W, a distance of 183.64 feet to a point; thence measure S 83° 28' 54" E, a distance of 204.78 feet to a point; thence measure S 13° 38' 54" W, a distance of 189.37 feet to a point; thence measure N 78° 42' 22" W, a distance of 200.39 feet to a point; thence measure S 16° 30' 52" W, a distance of 70.74 feet to a point; thence measure S 15° 50' 28" E, a distance of 324.67 feet to a point; thence measure N 80° 33' 04" E, a distance of 126.84 feet to a point; thence measure N 59° 46' 47" E, a distance of 289.59 feet to a point; thence measure N 12° 16' 55" E, a distance of 122.53 feet to a point; thence measure N 78° 42' 22" W, a distance of 225.80 feet to a point; thence measure N 12° 59' 56" E, a distance of 193.47 feet to a point; thence

measure S 77° 03' 53" E, a distance of 219.59 feet to a point; thence measure N 07° 45' 15" E, a distance of 73.71 feet to a point; thence measure N 02° 14' 05" W, a distance of 180.78 feet to a point; thence measure N 23° 41' 11" W, a distance of 175.02 feet to a point; thence measure N 66° 45' 29" E, a distance of 45.42 feet to a point; thence measure N 62° 22' 25" E, a distance of 40.38 feet to a point; thence measure N 48° 28' 58" E, a distance of 68.14 feet to a point; thence measure S 36° 15' 01" E, a distance of 257.39 feet to a point; thence measure S 12° 05' 04" E, a distance of 197.53 feet to a point; thence measure East, a distance of 778.51 feet to a point; thence measure N 88° 42' 54" E, a distance of 144.59 feet to a point; thence measure S 24° 45' 59" E, a distance of 19.57 feet to a point; thence measure S 89° 59' 54" E, a distance of 621.89 feet to a point; thence measure S 10° 59' 32" E, a distance of 24.43 feet to a point; thence measure N 89° 43' 14" E, a distance of 470.42 feet to a point located on the Westerly Right of Way line of Bedico Boulevard; thence measure along the Westerly Right of Way line of Bedico Boulevard S 44° 09' 17" E, a distance of 45.32 feet to a point; thence measure in a Southeasterly direction along the Westerly Right of Way line of Bedico Boulevard along the arc of a curve to the left having a radius of 230.00 feet, a distance of 122.52 feet back to the POINT OF BEGINNING, containing 182.22 acres.

EXHIBIT "B"

Forest Management Guidelines

Attached to the Louisiana Conservation Servitude Agreement
Bedico Creek Subdivision
St. Tammany Parish, Louisiana

Subject to prior review and approval of the U.S. Army Corps of Engineers, for each activity described herein below, Grantor shall be allowed to exercise the following rights and activities upon the Property: (i) use and maintenance of existing utility and drainage easements, existing utility and drainage infrastructure, logging trails and logging roads on the Property, and (ii) the conduct of "Forest Management" (herein defined) under the supervision and direction of an experienced professional forester with not less than ten (10) years forest management experience and a degree in forest management or natural resource management from an accredited state or private institution of higher learning with a four (4) year forestry degree program. "Forest Management" shall mean the limited cutting and removal of pine timber, exotics, and at times, less desirable native species, restricted as follows: (i) to maintain the Property in its current use, (ii) all timber management activity shall be conducted using recognized best management practice standards as published by the Louisiana Forestry Association and approval of the U.S. Army Corps of Engineers. Any alteration of the vegetative composition of the Property shall be for the sole purpose of enhancing timber stand and wildlife habitat quality and diversity or the cutting and removal of dead, diseased or dangerously damaged trees; there shall be no grazing of cattle or livestock on the Property; all other activities, which are inconsistent with the establishment, maintenance, and protection of wetlands and associated habitat values within the Property and which are not subject to the U.S. Army Corps of Engineers regulatory authority, are prohibited, and (iii) strictly in accordance with the forest management guidelines prepared by Peters Forest Resources Inc. dated April 28, 2011, attached hereto as **Exhibit B 1**.

This Conservation Servitude may be amended by an instrument signed by Grantor or its successors, Holder, and the U.S. Army Corps of Engineers and recorded in the public records of St. Tammany Parish, Louisiana. Provided that in the event the U.S. Army Corps of Engineers grants a 404 wetlands development permit for any part or portion of the Property, then the size and configuration of the Property shall be reduced, modified, and amended to exclude any portion of the Property described in the U.S. Army Corps of Engineers 404 wetlands development permit, and the Holder shall be notified of such reduction in size of the Property.

EXHIBIT "B 1"

FOREST MANAGEMENT GUIDELINES

Lands of

Bedico Creek Preserve, LLC

**Approximately 377 Acres of Managed Conservation Woodlands
within the Conservation Servitude**

In

**Sections 5, 6, 7 & 8 T7S-R10E
St. Tammany Parish, Louisiana**

For

Bedico Creek Preserve, LLC

By

PETERS Forest Resources, Inc.

August 1, 2011

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FOREST MANAGEMENT GUIDELINES

Lands of

Bedico Creek Preserve, LLC

Identification & Description of Property

The property is located in Sections 5, 6, 7 & 8, Township 7 South, Range 10 East, St. Tammany Parish, Louisiana. The property surrounds the Bedico Creek Preserve residential development located just south of Interstate Highway 12 approximately 5 miles west of Covington, Louisiana. The total property, including the currently developed and planned development contains approximately 939 acres.

The property covered by this plan consists of approximately 377 of woodlands within the Conservation Servitude Area. These areas are primarily pine timberland with some included areas of pine-hardwood and hardwood timber along East Bedico Creek and the tributary drains.

The pine stands are dominated by slash pine (*Pinus elliotii*) and loblolly pine (*Pinus taeda*) with occasional relic longleaf pine (*Pinus palustris*). In the pine flats, the dominant species are slash pine and black gum. In upland pine areas, loblolly pine is the dominant overstory species and the midstory is comprised of live oak and black gum. There are sporadic areas where relic longleaf pines are indicative of longleaf pine savanna systems that historically occurred in the area.

The pine-hardwood and hardwood stands are generally along East Bedico Creek and its tributaries. The pine-hardwood areas are dominated by loblolly pine, water oak, sweetgum and red maple. The hardwood stands are dominated by water oak, baldcypress, sweetgum, red maple, and blackgum.

Goals and Objectives

The objective of the landowner is to allow for long-term responsible management of the forest resources in a manner that will:

- maintain a multiple-use forest and protect the existing ecosystem
- enhance wildlife habitat
- maintain and enhance forest health

Specific Management Recommendations

Wetland Conservation Area 1 (Northeast Area):

This is a natural pine/hardwood mixed stand. The pine is mainly comprised of slash, but some areas contain loblolly and longleaf. The hardwood is primarily made up of oak, (water, willow, & live), and blackgum. Other hardwoods found consist of sweetgum, maple, sycamore, and bay. A selective thinning of this area is recommended and where sufficient longleaf pine is present in these stands, harvests should target removal of loblolly pine in the pine flats. In mixed pine-hardwood and hardwood areas, the harvests should be designed to maintain diversity of hard and soft mast producers. The goal would be to reduce the basal area to an average of approximately 70 square feet per acre on the higher pine sites and somewhat lower on those areas where longleaf management is the goal. Higher residual basal areas may be recommended in some areas to limit the establishment of invasive species such as Chinese tallow tree.

An approximate 100 foot buffer zone along Interstate 12 should be maintained with relatively high stocking levels to act as a sound barrier.

Wetland Conservation Area 2 (Southwest Area):

This is a natural pine/hardwood mixed stand. The pine mainly comprised of loblolly, but some areas contain longleaf and spruce and the hardwood is primarily made up of oak, (water, white, willow, & live), maple and sweetgum. Other hardwoods found consist of cypress, tupelo, and other species naturally occurring on similar sites. Portions of this area are not as well stocked as Stand 1 so a selective thinning of only portions of this area is recommended. For those areas to be thinned, the prescription would be the same as Stand 1.

Additionally, an approximate 100 foot buffer zone along Bedico Creek should be managed as a streamside management zone (SMZ) to protect water quality. This SMZ management should also be utilized adjacent to the several relic oxbows found near Bedico Creek.

Management Techniques and Silvicultural Treatments

To help obtain the goals and objectives, a variety of management techniques should be utilized depending on the specific site characteristics and stand structure.

Pine Sites

Pine sites are those sites that are capable of growing pine and should be managed primarily for pine. On most of these sites, even-aged or uneven-aged management could be used.

Because the management objectives include multiple uses including recreation, uneven-aged management would be preferable in most instances. Regardless of management technique used, these stands should be thinned as necessary to produce and maintain a more vigorous pine stand as well as allow sunlight to penetrate the forest canopy to the forest floor and encourage soft mast production and growth of vigorous herbaceous vegetation. Harvests in these stands should be made using a variety of techniques including single tree selection, group selection and possibly clearcuts. Clearcuts will be limited to harvests that may be required for habitat restoration, harvest to halt or salvage insect infestation or disease or salvage harvests following severe weather related events such as hurricanes.

Where sufficient longleaf pine is present in these stands, harvests should target removal of loblolly pine in an effort to return these areas to their historic pine savanna habitat. Upland pine areas could incorporate existing loblolly but favor longleaf recruitment overtime. Planting longleaf could also be used for habitat restoration, particularly after salvage cutting. Burning is typically used where longleaf restoration and management is the goal but due to the location adjacent to the Interstate Highway and residential area, burning carries legal liability risks that may not be justifiable.

While these stands are well suited for pine management, over time management of portions of these stands may be changed to promote a natural mixed pine-hardwood or hardwood forest. This conversion of forest type would be particularly appropriate in areas along and adjacent to creeks and drainages where current streamside management zones (SMZs) could be enlarged to provide enhanced water quality protection and allow stand alone management of the SMZ stand.

Herbicides in pine timber management should be carefully considered and used prudently. While herbicides can greatly enhance the growth of desirable species, they also limit the natural diversity of the plant communities within the treated areas. Benefits should be weighed against the detriment to natural diversity when determining which, if any, herbicides will be used.

Mixed Pine Hardwood and Hardwood Sites

Sites where stands of timber are comprised of a mixture of pine and hardwood should be managed differently than pure pine stands. Several different species of hardwood trees (e.g.: water oak, maple, sweetgum, live oak) can be found intermixed with pine. The age classes of the trees may be the same or vary, depending on when previous cuttings took place and what was harvested. These stands should be managed primarily as un-even aged class stands using selective harvests when necessary. The harvest types may include single tree or group selections. Timber stand improvement cuts to remove diseased, poor quality and inferior species should be used where necessary to encourage development and growth of desirable species; however, some degree of

snag and deadwood component is important when managing for wildlife conservation goals. Therefore some level of "unhealthy" attributes should be maintained for their habitat value. Management activities should be designed to maintain diversity of hard and soft mast producers in the overstory, midstory and understory forest structure thereby providing greater assurance of a more diverse and sustainable food supply for a variety of wildlife species.

Streamside Management Zones (SMZs)

While SMZs are important in all forest types, they are most important adjacent to the upland pine stands. These stands are located along and adjacent to creeks and drainages and offer several benefits. They provide for water quality, acting as a filter between the more intensively managed stands and the waterways and also form travel corridors and feeding areas for wildlife. Because a majority of SMZs are managed for hardwoods, these areas should be managed similar to the hardwood sites primarily using selective harvesting techniques that will encourage diversity of hard and soft mast producers. Over time, the SMZs should be made as wide as possible and should be developed to act as stand alone management units, enabling the forest manager to feasibly manipulate the forest structure in those areas as needed.

Control of Non-Native Invasive Species

Non-native and invasive species such as Chinese tallow tree and privet should be controlled as needed to limit their further spread and new occurrences. This should be done with herbicides specifically suited to the individual species targeted and where possible and economically feasible, treatment should focus on individual stem control across the property. In areas such as pine plantations or areas of severe infestation, a broader approach to control may be more feasible from both an economic and effective control standpoint. Feasibility and effectiveness of control measures should be weighed against natural diversity enhancement and maintenance at each site to be treated.

Best Management Practices

All timber management activities should follow the Recommended Forestry Best Management Practices (BMPs) as formulated and published by the Louisiana Forestry Association, The Louisiana Department of Environmental Quality and the Louisiana Department of Agriculture and Forestry. These BMPs cover such items as forest roads, timber harvesting, site preparation and reforestation, silvicultural chemicals and fire management.

Conservation Servitude Requirements

Some normal silvicultural management activities are restricted by the conservation servitude. Silvicultural activities that require excavation or the placement of permanent or temporary fill and any clearcutting within the wetland conservation areas will require review and authorization by the US Army Corps of Engineers (USACE) prior to work commencing. Completion information on work performed would be included in the required Conservation Servitude annual monitoring report.

Prepared by:

Warren E. Peters, ACF

**UNANIMOUS CONSENT OF THE MEMBERS
OF
BEDICO CREEK PRESERVE, LLC**

The undersigned, being the Members of Bedico Creek Preserve, LLC, hereby consent in writing to the following resolutions which are hereby adopted by the Members, as follows, to wit:

BE IT RESOLVED that David L. Waltemath (“**Company Representative**”), the Manager of Bedico Creek Preserve, LLC, be and he is hereby authorized and empowered to execute on behalf of this company a Louisiana Conservation Servitude affecting property located in Sections 5, 6, 7, and 8, Township 7 South Range 10 East, and Section 31, Township 6 South Range 10 East, St. Tammany Parish, Louisiana, described according to descriptions and/or surveys approved by the Company Representative in his sole discretion.

BE IT FURTHER RESOLVED that the Company Representative is hereby authorized and empowered to appear before any Notary Public and execute a Louisiana Conservation Servitude containing such terms, descriptions, provisions, and agreements as the Company Representative deems necessary and proper in his sole discretion.

BE IT FURTHER RESOLVED that the authority provided for herein shall continue until such time as a document revoking or canceling said authority is executed by the undersigned Members of Bedico Creek Preserve, L.L.C.

BE IT FURTHER RESOLVED, that David L. Waltemath be and he is authorized and empowered to do any and all things necessary in furtherance of the above transaction with this limited liability company.

CERTIFICATE

The undersigned being all of the members of Bedico Creek Preserve, LLC hereby certify that the above is a true and correct copy of the resolutions unanimously adopted by the sole Members, that the resolutions have not been rescinded or modified, and that they remain in full force and effect.

Dated: September _____, 2011

David L. Waltemath, Member/Manager

Dated: September _____, 2011

**Municipal Employees Retirement
System of Louisiana**

By: _____
Robert L. Rust, Member