

**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN  
ST. TAMMANY PARISH GOVERNMENT, CHRISTWOOD,  
RIVER CHASE SHOPPING CENTER, L.L.C., CHRIST EPISCOPAL  
SCHOOL,  
CHRIST EPISCOPAL CHURCH IN COVINGTON, LOUISIANA  
(Christwood Boulevard Extension)**

This Cooperative Endeavor Agreement ("Agreement") is made and entered into on the dates set forth herein below, pursuant to the 1974 Louisiana Constitution Article VII Section 14(C) wherein governmental entities are empowered to enter into Cooperative Endeavor Agreements, by and among the following parties:

**ST. TAMMANY PARISH GOVERNMENT**, 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, Louisiana 70434, herein appearing by and through Patricia P. Brister, Parish President, duly authorized (hereinafter referred to as "Parish"); and

**CHRISTWOOD**, a non-profit corporation of the State of Louisiana, whose mailing address is 100 Christwood Boulevard, Covington, Louisiana 70433, appearing herein through its duly authorized President of the Board of Directors, William T. Mason, III (hereinafter referred to as "Christwood"); and

**RIVER CHASE SHOPPING CENTER, L.L.C.**, a Louisiana limited liability company whose mailing address is 109 Northpark Boulevard, Suite 300, Covington, Louisiana 70433, herein represented by its duly authorized Manager, Stirling 21, LLC, herein represented by its duly authorized Manager, James E. Maurin (hereinafter referred to as "River Chase"); and

**CHRIST EPISCOPAL SCHOOL**, being wholly owned by CEC, whose mailing address is 80 Christwood Blvd., Covington, Louisiana 70433 appearing herein by and through John Morvant, its Headmaster, duly authorized by the Board of Trustees (hereinafter referred to as "CES"); and

**CHRIST EPISCOPAL CHURCH IN COVINGTON, LOUISIANA**, a non-profit religious corporation, whose mailing address is 120 S. New Hampshire St., Covington, Louisiana 70433, appearing herein by and through Robert A. Brown, Senior Warden, duly authorized (hereinafter referred to as "CEC");

(Christwood, River Chase, CES and CEC being hereinafter collectively referred to as the "Parties")

**WHEREAS**, Parish, Christwood, River Chase, CES, and CEC own certain property interests in, over or under that certain right-of-way comprising Christwood Boulevard, located between East Brewster Road and Louisiana Highway 21, south of Covington, Louisiana, and/or other immovable property interests abutting or adjacent to said right-of-way; and

**WHEREAS**, by Act of Dedication(s) dated June 10, 1998, and accepted by Parish on August 19, 1998, Christwood Boulevard was dedicated to public use and the constructed portion thereof was subsequently placed in the Parish Selective Road Maintenance System; and

**WHEREAS**, the Parties have seen and continue to observe a substantial increase in the number of patrons and visitors in the vicinity of Christwood Boulevard, particularly at its intersection with Louisiana Highway 21, and as well as a continued corresponding increase in vehicular traffic in and to said area(s); and

**WHEREAS**, the Parties have procured a traffic impact analysis, dated March 2016 and prepared by Sain Associates, Inc. a copy of which is attached hereto as Exhibit "A," to examine traffic conditions in the vicinity of Christwood Boulevard and the feasibility of potential enhancements necessary to improve traffic flow, alleviate congestion and improve safety for patrons and residents utilizing said right of way and adjacent and/or abutting properties (the "Traffic Impact Analysis"); and

**WHEREAS**, for the reasons more fully set forth therein, the foregoing Traffic Impact Analysis recommends that Christwood Boulevard be extended to Brewster Road, and further suggests that other related improvements be undertaken on or within the proximity of Christwood Boulevard; and

**WHEREAS**, on account of the foregoing, and in an effort to increase pedestrian and travel safety in the vicinity of Christwood Boulevard and the neighboring area(s), the parties have agreed in principle that Christwood Boulevard shall be re-routed, constructed and/or extended from its current northernmost terminus to intersect with East Brewster Road, and that certain additional improvements be undertaken as related to the same, as more fully depicted on that certain Survey prepared by Randall W. Brown & Associates, Inc., dated November 24, 2014, last revised June 26, 2015, a copy of which is attached hereto as Exhibit "B," and/or as subsequently agreed by the parties hereto (the "Project"); and

**WHEREAS**, the total cost of construction of this Project, both hard (Five Hundred Eighty Four Thousand and Sixty Four and No/100 (\$584,064.00) Dollars) and soft (One Hundred Seventy Eight Thousand and No/100 (\$178,000.00) Dollars) costs, while unknown at this time, is estimated to be Seven Hundred Sixty Two Thousand Sixty Four and No/100 (\$762,064.00) Dollars (the "Total Estimated Cost of Construction") but Parish shall bear costs in the maximum amount of Four Hundred Eighty Five Thousand and No/100 (\$485,000.00) Dollars (\$450,000 from Parish and \$35,000 paid by the Parties to Parish for r-o-w revocation) towards the Project, with any additional costs above said threshold being the sole responsibility of River Chase, Christwood, CES, and CEC, in such proportions as agreed upon by said Parties.

**WHEREAS**, the Parish and the Parties have agreed to certain additional obligations and responsibilities of each party in connection with the Project.

**NOW, THEREFORE**, in consideration of the mutual benefits and covenants contained in this Agreement, the Parish and the Parties agree and bind their respective offices as follows

1. **PUBLIC PURPOSE.** The Parish and the Parties to this Agreement acknowledge and agree that the public purpose for this Agreement is the construction and/or extension of Christwood Boulevard to the intersection of said right of way with East Brewster Road, and related transactions and improvements therein, which actions will alleviate traffic and improve the health, safety and welfare of citizens of St. Tammany Parish. The parties have determined that (a) the uses and expenditures of public funds pursuant to this Agreement is for a public purpose that comports with a governmental purpose that Parish may pursue; (b) the use and expenditure, taken as a whole, is not gratuitous; and (c) Parish has a reasonable expectation of receiving at least equivalent value in exchange for the use and expenditure.

2. **OBLIGATIONS OF THE PARTIES**

2.1 The Parties, pursuant to all Parish standard operating procedures, practices and ordinances, shall make formal, written application to Parish for the revocation by Parish of certain right(s) of way, or portions thereof, depicted on Exhibit "B" as follows:

- 2.1.1 Parcel R-1, comprising 86,869 square feet, more or less; and
- 2.1.2 Parcel R-2, comprising 47,393 square feet, more or less.

2.2 The Parties shall procure and fund the preparation(s) of all necessary final survey(s), designs and plans, and shall be responsible for the payment of all engineering costs, environmental costs and any and all other costs necessary to provide Parish with a complete set of engineering plans and specifications for the construction of Christwood Boulevard (connecting to East Brewster Road), in compliance with all applicable Parish regulations, requirements and approvals.

2.3 Upon completion of the revocation process, and concurrently with and subject to the satisfaction of all pertinent obligations of the Parties pursuant to this Agreement, River Chase shall donate to Parish that certain property interest depicted on Exhibit "B" as Parcel D1, comprising 12,156 square feet, more or less, which dedication and donation shall subsequently be accepted by Parish.

2.4 It is agreed and acknowledged that the revocation of Parcel R-1, as referenced in Section 2.1.1 of this Agreement, shall be obtained prior to the construction of Christwood Boulevard, but shall not be effective until the extension of Christwood Boulevard to East Brewster Road has been constructed, dedicated to public use and subsequently placed in the Parish Selective Road Maintenance System.

2.5 The Parties shall comply with all applicable governmental laws, rules, regulations and requirements.

2.6 The Parties shall not alter or construct any improvements not provided for herein without the express written permission of Parish.

### **3. OBLIGATIONS OF CHRISTWOOD, CES AND/OR CEC**

3.1 Christwood, CES and/or CEC, pursuant to all Parish standard operating procedures, practices and ordinances, shall make formal, written application to Parish for the revocation by Parish of certain right(s) of way, or portions thereof, depicted on Exhibit "B" as follows:

3.1.1 Parcel R-1, comprising 86,869 square feet, more or less; and

3.1.2 Parcel R-2, comprising 47,393 square feet, more or less;

3.2 Upon completion of the foregoing revocation processes, and concurrently with and subject to the satisfaction of all pertinent obligations of the Parties pursuant to this Agreement, Christwood, CES and/or CEC will donate or cause to be donated to Parish those certain property interests depicted on Exhibit "B," as follows:

3.2.1 Parcel D2, comprising of 10,961 square feet, more or less, which dedication and donation shall be accepted by Parish; and

3.2.2 Parcel D3, comprising of 5,164 square feet, more or less, which dedication and donation shall be accepted by Parish.

3.3 Christwood, CES and/or CEC shall be responsible for the construction and placement of all signage and monuments that may be necessary for the parcels identified in Section 2.1 and Section 3.1 of this Agreement.

3.4 On or before thirty (30) days of Parish putting the Project out to Bid, and subject to the terms and obligations set forth in Section 4.3 of this Agreement, Christwood, CES and CEC shall submit to Parish the balance of Ninety Nine Thousand and Sixty Four and No/100 (\$99,064.00) Dollars, being the difference between the Estimated (Hard) Costs of Construction set forth in this Agreement (Five Hundred Eighty Four Thousand and Sixty Four and No/100 (\$584,064.00) Dollars) and Parish's maximum obligation to fund the Project under this Agreement, being Four Hundred Eighty Five Thousand and No/100 (\$485,000.00) Dollars. Furthermore, at said time Christwood, CES and CEC shall certify to Parish that all soft costs (One Hundred Seventy Eight Thousand and No/100 (\$178,000.00) Dollars) have been paid in full, or shall be paid in full when due and payable.

3.5 Christwood, CES and/or CEC shall comply with all applicable governmental laws, rules, regulations and requirements.

3.6 Christwood, CES and/or CEC shall not alter or construct any improvements not provided for herein without the express written permission of Parish.

#### 4. OBLIGATIONS OF PARISH

- 4.1 Subject to the fulfillment of the obligations of River Chase, Christwood, CES and/or CEC under this Agreement, and pursuant to the terms and conditions of any subsequent related written agreement entered into by the Parish with the Parties, Parish shall budget and fund the Project in the maximum amount of Four Hundred Eighty Five Thousand and No/100 (\$485,000.00) Dollars (\$450,000 from Parish and \$35,000 paid by the Parties to Parish for r-o-w revocation).
- 4.2 Upon the receipt of the Project design plans and specifications referenced in Section 2.2 of this Agreement, Parish reserves the right to review and approve any and all such documentation submitted. Furthermore, Parish, in its sole discretion, may 1) reject any and all plans that are incomplete or otherwise fail to conform with pertinent law or standards; and/or 2) consult with the Parties, and/or their duly authorized agents or assigns, as concerning any necessary question(s), modification(s) or clarification(s) Parish may have as concerning said documentation.
- 4.3 Upon being provided with a complete, final set of design plans and specifications accepted by Parish pursuant to Section 4.2 of this Agreement; payment in the amount of Ninety Nine Thousand and Sixty Four and No/100 (\$99,064.00) Dollars as provided in Section 3.4 of this Agreement; final estimated cost(s) of construction; and upon formal notification that all required permits and clearances have been obtained and issued as related to the Project, Parish shall use its best efforts to bid out the Project pursuant to LSA R.S. § 38:2211, *et seq.* and oversee the construction of the Project. Said construction shall be effected in substantial compliance with the final plans and permits provided to Parish pursuant to Section 2.2 of this Agreement, and in accordance with all applicable Parish regulations and approvals. It is agreed and acknowledged that in the event the qualified bids accepted for the completion of the Project, and any or all subsequent change orders thereto, collectively exceed Five Hundred Eighty Four Thousand and Sixty Four and No/100 (\$584,064.00) Dollars, Parish's obligation to fund the Project under said qualified bid(s) and subsequent change orders shall be capped at Five Hundred Eighty Four Thousand and Sixty Four and No/100 (\$584,064.00) Dollars, and further that any additional amounts in excess of Five Hundred Eighty Four Thousand and Sixty Four and No/100 (\$584,064.00) Dollars owed pursuant to said bid(s), change orders and/or as relating to the Project shall be the responsibility of Christwood, CES and CEC (only), in such proportions as agreed upon by said Parties. As relating to the foregoing, Parish and the Parties further agree and acknowledge as follows:

- 4.3.1 Parish reserves the right to reject any and all bid(s) procured in relation to the Project for "just cause" as set forth in LSA R.S. § 38:2214(B).
- 4.3.2 In the event that no qualified bid(s) are received by Parish pursuant to Section 4.3 of this Agreement, and/or if Parish rejects such bid(s) for "just cause" pursuant to LSA R.S. § 38:2214(B) the Parties and Parish shall agree to terminate this Agreement and the Project without any further obligations by Parish and/or the Parties hereto. In such an event, Parish will refund to Parties the funding paid by Parties pursuant to Section 3.4 of this Agreement within thirty (30) days of termination of this Agreement as pursuant to this Section.
- 4.3.3 In the event that the sum of the lowest qualified bid(s) procured by Parish pursuant to Section 4.3 of this Agreement is less than the Estimated (Hard) Costs of Construction for the Project, Parish shall accept said qualified bid(s) and proceed with the negotiation of a contract for construction of the Project with the chosen bidder(s) pursuant to LSA R.S. § 38:2211, *et seq.* Moreover, within thirty (30) days of final acceptance of the Project, Parish shall reimburse the Parties all amounts in excess of the bid(s) accepted (provided the bid(s) exceed Four Hundred Eighty Five Thousand and No/100 (\$485,000.00) Dollars).
- 4.3.4 In the event that the sum of the lowest qualified bid(s) procured by Parish pursuant to Section 4.3 of this Agreement exceeds the aforementioned Estimated (Hard) Costs of Construction for the Project by less than ten (10.0%) percent, Parish shall accept said qualified bid(s) and proceed with the negotiation of a contract for construction of the Project with the chosen bidder(s) pursuant to LSA R.S. § 38:2211, *et seq.* Thereafter, within twenty (20) days of receipt of written demand and reasonable supporting documentation from Parish, Christwood, CES and CEC shall submit to Parish the difference between the Estimated (Hard) Costs of Construction and actual cost of construction as outlined in said bids, and as thereafter shall be due pursuant to any change orders issued.
- 4.3.5 In the event that the sum of the lowest qualified bid(s) procured by Parish pursuant to Section 4.3 of this Agreement exceeds the aforementioned Estimated (Hard) Costs of Construction for the Project in excess of ten (10.0%) percent, the Parish and the Parties shall mutually agree to take only one (1) of the following actions:
- 4.3.5.1 To authorize Parish to accept said qualified bid(s) and proceed with the negotiation of a contract for construction of the Project with the chosen bidder(s) pursuant to LSA R.S. § 38:2211, *et seq.* Thereafter, within ten (10) days of receipt of written demand and reasonable supporting documentation from Parish, Christwood, CES and CEC shall submit to Parish the difference between the Estimated (Hard) Costs of Construction and actual cost of

construction as outlined in said bids, and as thereafter shall be due pursuant to any change orders issued.

4.3.5.2 To authorize Parish, and only upon a substantiated finding of "just cause" for rejection of all bids by Parish as set forth in LSA R.S. § 38:2214(B), to reject said bids procured for the Project. Thereafter, the Parties and Parish shall agree to terminate this Agreement and the Project without any further obligations by Parish and/or the Parties hereto. In such an event, Parish will refund to Parties the funding paid by Parties pursuant to Section 3.4 of this Agreement within thirty (30) days of termination of this Agreement as pursuant to this Section, and (to the extent necessary if the donations and dedications have been completed and recorded), the Parish shall revoke the donation and dedication of Parcel D-1, Parcel D-2 and Parcel D-3 and shall re-convey Parcel D-1 to River Chase and Parcels D-2 and D-3 to CES and CEC.

4.4 Unless otherwise provided in this Agreement or agreed upon by the parties hereto, Parish shall maintain the improvements constructed in conjunction with the Project, as set forth in Section 2.2 of this Agreement.

4.5 Parish will facilitate the revocation of those certain right(s) of way, or portions thereof, identified in Section 2.1 and Section 3.1 of this Agreement, and shall assist as needed in furtherance of said actions.

4.6 Parish will accept the dedication(s) and donation(s) of those certain property interests identified in Section 2.3 and Section 3.2 of this Agreement.

4.7 Parish shall comply with all applicable governmental laws, rules, regulations and requirements.

## 5. ADDITIONAL FUNDING

5.1 As set forth in Section 4.1 of this Agreement, the maximum amount to be budgeted and funded by Parish for the Project is Four Hundred Eighty Five Thousand and No/100 (\$485,000.00) Dollars (\$450,000 from Parish and \$35,000 paid by the Parties to Parish for r-o-w revocation). It is agreed and acknowledged that Parish shall have no obligation to provide any additional funding that may be necessary for the Project, and further that additional funding shall be the responsibility of Christwood, CES and CEC (only), in such proportions as agreed upon by said Parties.

## 6. INDEPENDENT CONTRACTOR

6.1 While in the performance of services or carrying out obligations herein, the parties shall be acting in the capacities of independent contractors and not as an employee of

the other. No party to this Agreement shall be obliged to any person, firm or corporation for any obligations of another party herein arising from the performance of its obligations under this Agreement. No party shall be authorized to represent the other with respect to obligations under this Agreement unless done so in writing by another party to this Agreement.

**7. INSURANCE (TBD)**

**8. INDEMNITY**

8.1 Christwood, CES and/or CEC agree to indemnify, hold harmless and defend Parish, and its respective officers, agents, servants, attorneys and employees from and against any and all claims, demands, losses, suits, damages, judgments, costs and expenses, whether indirect or consequential, and including, but not limited to, all fees, expenses and charges of attorneys and other professionals, as well as court costs and expenses, for actions or inactions arising out of, in connection with or resulting from the obligations of Christwood, CES and/or CEC under this Agreement, that may be due to and caused in whole or in part by any act, error, or commission or omission of any act by negligence or otherwise.

**9. TERMINATION AND BINDING NATURE**

9.1 The term of this Agreement shall begin on the date of full execution by all parties hereto and end upon the fulfillment of all obligations contemplated under this Agreement.

9.2 Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when it has been reduced to writing and approved of and executed by all parties prior to the alteration, variation, modification, or waiver of any provision of this Agreement.

9.3 Time is of the essence and the performance of the terms and conditions hereof shall be held in strict accordance with the times and dates specified herein.

9.4 Should any party seek to terminate this Agreement for any reason prior to the advertisement of the bid(s), the party seeking to terminate shall immediately provide written notice of its termination of this Agreement prior to the advertisement of the bid(s).

9.5 The continuation of this Agreement is contingent upon the appropriation of funds by Parish to fulfill the requirements of the Agreement. If the Parish fails to appropriate sufficient monies to provide for the continuation of this Agreement, or if such appropriation is reduced by the veto of the Parish President by any means provided in the appropriations ordinance to prevent the total appropriation for the year from



exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Agreement, the Agreement shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

## **10. CONTRACTUAL VALIDITY AND MISCELLEANOUS PROVISIONS**

- 10.1** The parties hereto pledge their mutual cooperation in complying with the terms and conditions of this Agreement.
- 10.2** In the event that any one or more provisions of this Agreement is for any reason held to be illegal or invalid, the parties shall attempt in good faith to amend the defective provision in order to carry out the original intent of this Agreement.
- 10.3** If any term or clause herein is deemed unenforceable or invalid for any reason whatsoever, that portion shall be severable and the remainder of this Agreement shall remain in full force and effect.
- 10.4** Any suit filed by a party to this Agreement to resolve a dispute or controversy regarding the matters which are the subject of this Agreement shall be filed in the 22<sup>nd</sup> Judicial District Court for the Parish of St. Tammany which shall have exclusive venue and jurisdiction for any such action. Further, any dispute arising from this Agreement shall be governed by the laws of the State of Louisiana.
- 10.5** Any failure to take any action pursuant to this Agreement or to exercise any right granted herein does not serve as a waiver to any other obligation contained herein.
- 10.6** The parties acknowledge and agree that the obligations and covenants made herein give rise to contractual rights of each party and the right to demand specific performance and any claim to damages suffered hereunder.
- 10.7** No party herein shall assign any interest in this Agreement (whether by assignment or novation). This Agreement may be amended only by mutual written consent of the parties.
- 10.8** Each representative herein warrants that they have the requisite authority and permission to enter, sign and bind their office.
- 10.9** Each party shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, the Louisiana Code of Government Ethics (LSA R.S. §42:1101, *et seq.*) and the quasi-public agency audit and reporting requirements by the Louisiana Legislative Auditor (LSA R.S. § 24:513A.(1)(b)(iv)) in carrying out the provisions of this Agreement.

## **11. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding and reflects the entirety of the undertakings between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions and preliminary agreements. There is no representation of warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

## **12. NO PERSONAL LIABILITY OF INDIVIDUAL REPRESENTATIVE**

No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, trustee, officer, agent or employee of any corporate party of his individual capacity, and neither of the officers of any party nor any official executing this Agreement shall be personally liable with respect to this Agreement or be subject to any personal liability or accountability under this Agreement by reason of the execution and delivery of this Agreement.

## **13. NOTICES**

Any notice required or permitted to be given under or in connection with this Agreement shall be in writing and shall be either hand-delivered or mailed, postage pre-paid by First Class Mail, registered or certified, return receipt requested, or delivered by private, commercial carrier, express mail, such as Federal Express, or sent by, telecopier or other similar form of electronic transmission confirmed by written confirmation mailed (postage pre-paid by First Class Mail, registered or certified, return receipt requested or private, commercial carrier, express mail such as Federal Express) at substantially the same time as such rapid transmission. All communications shall be transmitted to the address or number set forth below or such other addresses or numbers to be named hereafter designated by a party in written notice to the other party compliant with this section.

If to Parish:

President Patricia P. Brister  
St. Tammany Parish Government  
P.O. Box 628  
Covington, Louisiana 70433

If to Christwood:

Mr. Steve Holzhalb, Executive Director  
Christwood  
100 Christwood Boulevard  
Covington Louisiana 70433

If to River Chase:

Mr. Townscnd Underhill  
River Chase Shopping Center, L.L.C.  
109 Northpark Boulevard, Suite 300  
Covington, Louisiana 70433

If to CES:

Christ Episcopal School  
John Morvant, Headmaster  
80 Christwood Blvd.  
Covington, Louisiana 70433

If to CEC:

Christ Episcopal Church  
Father William Miller  
120 S. New Hampshire St.  
Covington, Louisiana 70433

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in multiple originals by the hereunder signed officers, each in the presence of the undersigned two (2) competent witnesses in St. Tammany Parish, State of Louisiana, as of the dates set forth, below after diligent reading of the whole, in various counterparts.

(Signature Page(s) To Follow).

WITNESSES:

Anne Brister  
Anne Brister  
Amy M Laborde  
Amy M Laborde

ST. TAMMANY PARISH GOVERNMENT

BY: Patricia P. Brister  
PATRICIA P. BRISTER, Parish President

May 25, 2017

WITNESSES:


Rachel L. Miller  
Rachel L. Miller  
Michelle N Scott  
Michelle N Scott

CHRISTWOOD

BY: William T. Mason III  
WILLIAM T. MASON, III, President


May 22, 2017

WITNESSES:

  
Michelle M. Wason


RIVER CHASE SHOPPING CENTER, L.L.C.

BY: STIRLING 21, LLC (Manager)

  
BY: JAMES E. MAURIN  
Manager

May 19, 2017

WITNESSES:


  
Michael N. Scott

CHRIST EPISCOPAL SCHOOL

  
BY: JOHN MORVANT, Headmaster

May 17, 2017

WITNESSES:

  
Michael N. Scott

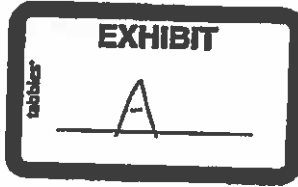
CHRIST EPISCOPAL CHURCH  
IN COVINGTON, LOUISIANA

  
BY: ROBERT A. BROWN, Senior Warden

May 16, 2017

**EXHIBIT "A"**  
**TRAFFIC IMPACT ANALYSIS OF SAIN ASSOCIATES, INC.**

(See Attached Pages.)

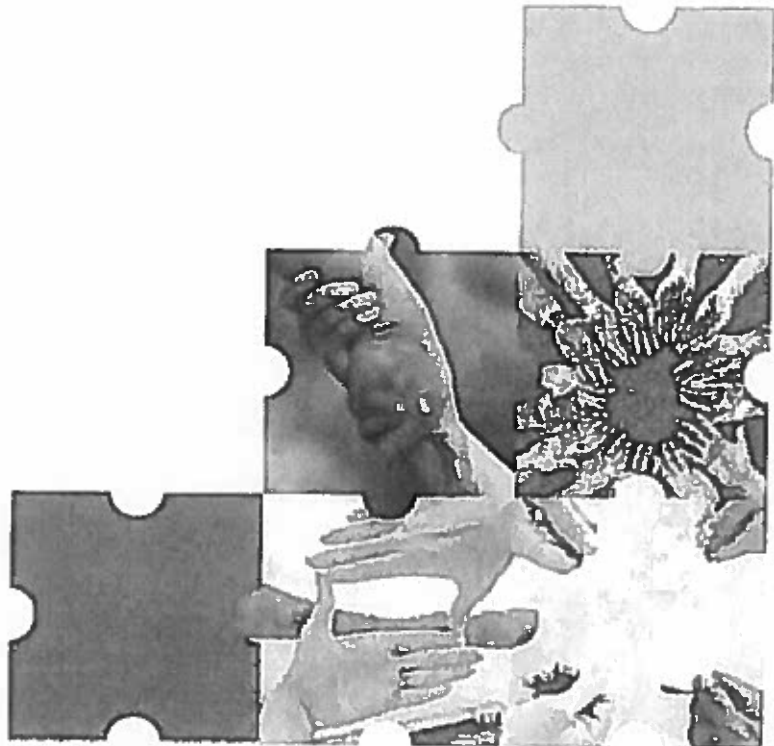
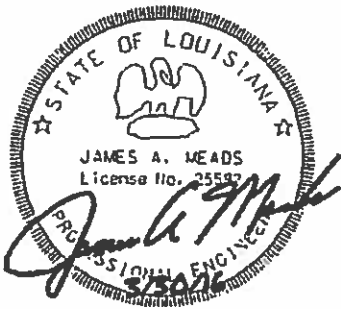


March 2016  
Christwood Planning  
St. Tammany Parish, LA  
Traffic Impact Analysis

PREPARED FOR:  
Stirling Properties  
109 Northpark Boulevard  
Suite 300  
Covington, Louisiana 70433

PREPARED BY:  
Sain Associates, Inc.  
633 Asbury Drive  
Suite B  
Mandeville, Louisiana 70471  
(985) 624-8878

SAIN PROJECT #:  
15-0186



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Sources of information other than Sain Associates, Inc. used in preparation of this traffic analysis include:

- Institute of Transportation Engineers
- Google Maps
- Transportation Research Board
- Louisiana Department of Transportation and Development (LADOTD)
- Quality Counts, LLC.
- Stirling Properties
- Christwood

## EXECUTIVE SUMMARY

Sain Associates, Inc. examined the traffic impacts associated with the proposed modification to Christwood Boulevard and the projected school modifications in St. Tammany Parish, Louisiana. The purpose of the analysis was to examine the traffic conditions in the vicinity of the proposed modifications, determine any impact that they may have on the existing traffic network, and recommend improvements that may be necessary to mitigate those impacts.

In the area, Louisiana Highway 21 runs generally northeast to southwest, but for the purposes of this study it will be referred to as running north to south; while Brewster Road runs generally northwest to southeast but will be referred to as east west in this report. The Christwood Community consists of two facilities, the School and the Retirement Community. The first portion of the analysis (Phase 1) will investigate connection of Christwood Boulevard through to Brewster Road at the existing median opening located approximately 670 feet west of the existing connection for the Brewster Commons Apartments and the Christwood Retirement Community entrance. The study examines the connection to Brewster and the abandonment of a portion of Christwood Boulevard in order to prevent cut-through traffic from traveling between Brewster and Louisiana Highway 21 freely. The roadway would weave through the school. The school would still gain access from both Louisiana Highway 21 and Brewster Road, but the configuration would make the cut-through from one to the other much less attractive. (See the attached drawing for illustration.) The roadway would have two turn-around locations at either end of the school property (see the attached drawing), the segment between the two turn-around locations would be privately owned and maintained (see the attached drawing as shown in yellow) and therefore could be blocked off at any time to prevent cut-through traffic. Access to the retirement community

would be achieved from connections to Brewster Road.

The second phase included in this report is the expected expansion of the school campus through 2026. The school provided projected traffic volumes for use in this phase of the report which includes their projected increase in students as well as the planned campus expansions.

Based on our review of the site and analysis of the plan, Sain Associates makes the following recommendations:

- Extend Christwood Boulevard to Brewster Road.
- Construct an eastbound right turn lane on Brewster Road to service the Christwood Boulevard Extension.
- Place turn-a-round locations as shown on the attached layout.
- The portion of Christwood Boulevard between the two turn-a-round locations should be abandoned. This would limit the amount of cut-through traffic that would utilize Christwood as a cut-through between Christwood Boulevard and LA Highway 21. This movement could still occur but because it will be accomplished through the school it will not be an attractive alternative for motorists.
- The intersection of LA Highway 21 at Christwood Boulevard/Keys Road should be further studied for alternative configurations including a round-a-bout. This would be required to be in compliance with the LADOTD EDSM for Round-a-bout studies. It is recommended that the LADOTD be contacted and this study requested.



**EXHIBIT "B"**  
**SURVEY OF RANDALL W. BROWN & ASSOCIATES, INC.**

(See Attached Page.)

**EXHIBIT B**

**FOUR TRACTS OF LAND SITUATED IN EAST & SOUTH-RANGE 11 EAST SECTIONS 47, 48 & 52, TOWNSHIP 7 SOUTH-RANGE 11 EAST FOR WHITNEY BANK, MASTER TRUSTEE FIRST AMERICAN TITLE INSURANCE COMPANY OF LOUISIANA ABBREVIATED TITLE, LLC**

**LEGEND**

DI	22,056 SF. FROM MAJOR CITY PROPERTIES DELEGATED TO PARISH
IV	0,981 SF. FROM TRACT "J" DELEGATED TO PARISH
III	5,164 SF. FROM CHURCH/ST. JAMES DELEGATED TO PARISH
II	66,648 SF. REVOLVED ROW: CHURCH/SCHOOL COMPLETED
I	27,432 SF. REVOLVED ROW TO COMPLETED

**FOUR TRACTS OF LAND SITUATED IN EAST & SOUTH-RANGE 11 EAST SECTIONS 47, 48 & 52, TOWNSHIP 7 SOUTH-RANGE 11 EAST**

**TRACT "A" 58.36 ACRES**

**TRACT "B" 58.42 ACRES**

**TRACT "C" 3.85 ACRES**

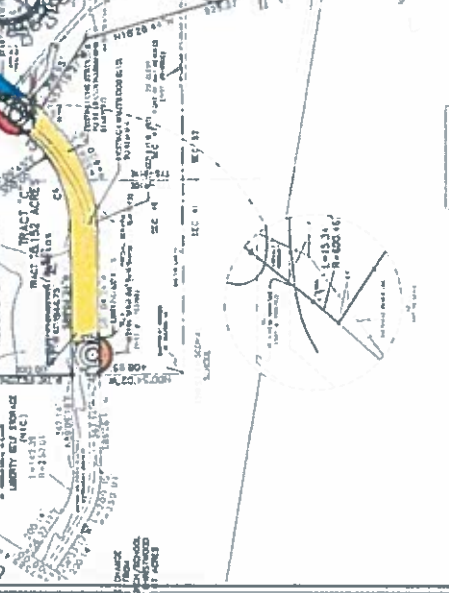
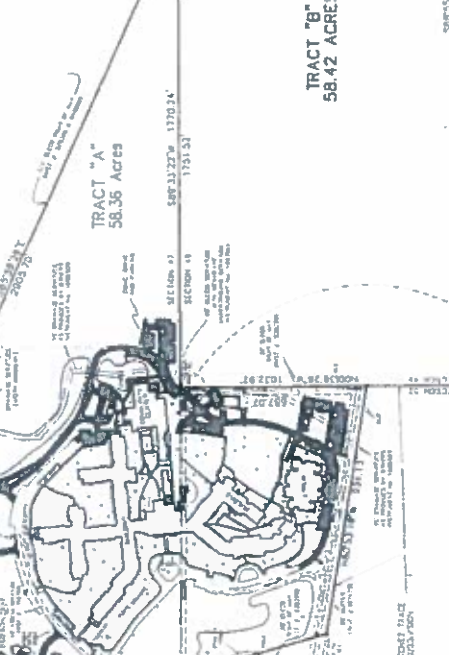
**TRACT "D" 24.13 ACRES**



**FOUR TRACTS OF LAND SECTION 48, 49 & 52, TOWNSHIP 7 SOUTH-RANGE 11 EAST ST. TAMMANY PARISH, LOUISIANA**

**LEGEND**

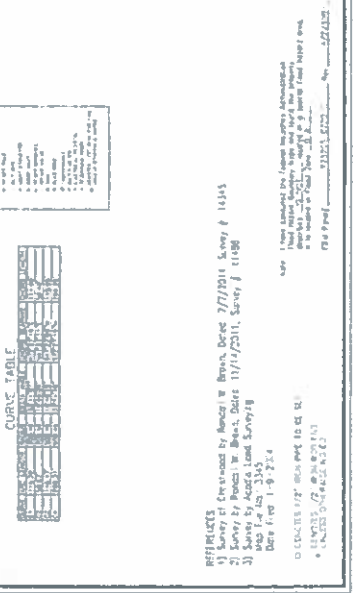
DI	22,056 SF. FROM MAJOR CITY PROPERTIES DELEGATED TO PARISH
IV	0,981 SF. FROM TRACT "J" DELEGATED TO PARISH
III	5,164 SF. FROM CHURCH/ST. JAMES DELEGATED TO PARISH
II	66,648 SF. REVOLVED ROW: CHURCH/SCHOOL COMPLETED
I	27,432 SF. REVOLVED ROW TO COMPLETED



**FOUR TRACTS OF LAND SECTION 47, 48 & 52, TOWNSHIP 7 SOUTH-RANGE 11 EAST ST. TAMMANY PARISH, LOUISIANA**

**LEGEND**

DI	22,056 SF. FROM MAJOR CITY PROPERTIES DELEGATED TO PARISH
IV	0,981 SF. FROM TRACT "J" DELEGATED TO PARISH
III	5,164 SF. FROM CHURCH/ST. JAMES DELEGATED TO PARISH
II	66,648 SF. REVOLVED ROW: CHURCH/SCHOOL COMPLETED
I	27,432 SF. REVOLVED ROW TO COMPLETED



**NOTES**

- TRACT "A" WAS SURVEYED ON JULY 7, 2014
- TRACTS ARE NO OBSERVABLE CHANGES SINCE JULY 7, 2014
- TRACTS ARE NOT INSURED BY OTHERS
- THIS TRACT HAS NOT AND DOES NOT PROVIDE SEPARATION OF JURISDICTIONS, VEHICLES

**SKETCH**

Prepared by: [Name]

Date: [Date]

**REFERENCES**

- Survey of [Name] to [Name], Survey # 11345
- Survey of [Name] to [Name], Survey # 11346
- Survey of [Name] to [Name], Survey # 11347

**CURVE TABLE**

Curve No.	Stationing	Radius	Chord	Angle
1	1+00.00 to 1+100.00	100.00	100.00	90.00
2	1+100.00 to 1+200.00	100.00	100.00	90.00

**DATE**

DATE: 11/11/2014

**SCALE**

SCALE: 1" = 100'

**PROJECT**

PROJECT: [Name]

**CLIENT**

CLIENT: [Name]

**DRAWN BY**

DRAWN BY: [Name]

**CHECKED BY**

CHECKED BY: [Name]

**DATE**

DATE: 11/11/2014

**SCALE**

SCALE: 1" = 100'

**PROJECT**

PROJECT: [Name]

**CLIENT**

CLIENT: [Name]

**DRAWN BY**

DRAWN BY: [Name]

**CHECKED BY**

CHECKED BY: [Name]

**DATE**

DATE: 11/11/2014

**SCALE**

SCALE: 1" = 100'

**PROJECT**

PROJECT: [Name]

**CLIENT**

CLIENT: [Name]

**DRAWN BY**

DRAWN BY: [Name]

**CHECKED BY**

CHECKED BY: [Name]

**DATE**

DATE: 11/11/2014

**SCALE**

SCALE: 1" = 100'

**PROJECT**

PROJECT: [Name]

**CLIENT**

CLIENT: [Name]

**DRAWN BY**

DRAWN BY: [Name]

**CHECKED BY**

CHECKED BY: [Name]