

COOPERATIVE ENDEAVOR AGREEMENT

UNITED STATES OF AMERICA

BY DESTREHAN RACQUET AND GOLF, INC.
D/B/A CYPRESS LAKES COUNTRY CLUB
AT ORMOND

STATE OF LOUISIANA

AND ST. CHARLES PARISH

PARISH OF ST. CHARLES

* * * * *

BE IT KNOWN, that on this _____ day of _____, 2018;

BEFORE ME, Robert L. Raymond, a Notary Public, duly commissioned and qualified, in

and for the Parish of St. Charles, State of Louisiana, therein residing, and in the presence of the

witnesses hereinafter undersigned:

PERSONALLY CAME AND APPEARED:

DESTREHAN RACQUET AND GOLF, INC. D/B/A CYPRESS LAKES COUNTRY CLUB AT ORMOND, a Louisiana non-profit Corporation whose mailing address is 711 Apple Street, Norco, Louisiana, appearing herein by Ricky P. Bosco, its duly authorized President, pursuant to the authority contained in and as evidenced by the Resolution of its Board of Directors attached hereto and made a part hereof;

and

ST. CHARLES PARISH, , a political subdivision of the State of Louisiana, herein represented by Larry Cochran, its Parish President, whose mailing address is P. O. Box 302, Hahnville, Louisiana, 70057; and pursuant to Ordinance No. _____, adopted by St. Charles Parish Council on _____, a copy of which is attached hereto and made a part hereof.

WHEREAS, CYPRESS LAKES owns and operates an eighteen hole golf course in the Ormond Country Club Estates Subdivision in Destrehan, St. Charles Parish Louisiana;

WHEREAS, there are several ponds or lakes on the golf course which are interconnected and through which storm water that is collected from the various drainage structures on the public streets in the Ormond Country Club Estates Subdivision flows;

WHEREAS, the flow of the storm water through the interconnected ponds or lakes facilitates the drainage of the Ormond Club Estates Subdivision;

WHEREAS, the interconnected ponds or lakes serve as temporary retention and storage of storm water during and after rainstorms while said storm water is being mechanically pumped through the lakes and out of the Ormond Country Club Estates Subdivision;

WHEREAS, the ponds or lakes have accumulated silt, dirt, and other debris, the presence of which adversely impacts the efficiency and capacity of the drainage of the Ormond Country Club Estates Subdivision;

WHEREAS, it is necessary and critical that the ponds or lakes be dredged such that the accumulated silt, dirt and other debris is excavated and removed from the ponds or lakes;

WHEREAS, the dredging and excavation of the ponds and lakes and the removal of the accumulated silt, dirt and other debris serves and facilitates the public purpose of storm water drainage of the Ormond Country Club Estates Subdivision.

WHEREFORE, IN FURTHERANCE OF THE PUBLIC PURPOSE defined above, **CYPRESS LAKES** and **ST. CHARLES PARISH** agree as follows:

1.

CYPRESS LAKES hereby grants **ST. CHARLES PARISH** and its third-party contractors all necessary authority, permission and approval to dredge and excavate those certain interconnected ponds and lakes shown on Exhibit A attached hereto, and to remove therefrom the silt, dirt and other debris that, in St. Charles Parish's sole judgment, determines must be removed to facilitate the storm water drainage of the Ormond Country Club Estates Subdivision.

2.

CYPRESS LAKES hereby authorizes, grants and allows **ST. CHARLES PARISH** and its third-party contractors full access to, over, across and through the ponds or lakes, over, across and through its golf course.

3.

CYPRESS LAKES shall make every effort to clearly mark on the ground with the color "yellow" any and all subsurface sprinkler lines, water, gas, electric, cable sewer lines and other utility lines, as well as all subsurface drain lines on its golf course.

4.

The accumulated silt, dirt and other debris excavated and removed from the ponds or lakes, is to be placed on the banks of the ponds or lakes, and St. Charles Parish will make a

reasonable effort to restore and reshape the ponds or lakes and their banks to their original condition.

5.

ST. CHARLES PARISH will assume full responsibility for advising all of its employees and contractors on this project of the Parish’s responsibilities enumerated herein.

6.

CYPRESS LAKES shall have a person or persons on site during the work described herein for the sole purpose of observation of the work and to facilitate informing **ST. CHARLES PARISH** and its third party contractor of any obstructions or hidden conditions on the golf course.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates shown below.

**DESTREHAN RACQUET AND GOLF, INC.
D/B/A CYPRESS LAKESS COUNTRY CLUB
AT ORMOND**

ST. CHARLES PARISH

BY: _____
RICKY BOSCO
PRESIDENT

LARRY COCHRAN
PRESIDENT

DATE: _____

DATE: _____

WITNESS: _____

WITNESS: _____

PRINTED: _____

PRINTED: _____

WITNESS: _____

WITNESS: _____

PRINTED: _____

PRINTED: _____