AGREEMENT

This AGREEMENT ("Agreement") is made as of the 23 day of 0(+obe), 2019, by and between ST. CHARLES PARISH, a political subdivision of the State of Louisiana (the "Parish"), and the ED REED FOUNDATION, a Maryland nonprofit corporation ("Foundation"). The Parish and the Foundation are sometimes referred to individually as "Party" and collectively as "Parties."

WITNESSETH

WHEREAS, Parish, through a Lease Agreement dated June 15, 2015 with Elkinsville Cemetery Association (**Exhibit A**, the "Lease Agreement") is the lessee of certain property at Short and Second Streets in St. Rose, St. Charles Parish, Louisiana (the "Property") as more particularly described in **Exhibit B** hereto, and has granted the Parish a right to utilize the property; and

WHEREAS, pursuant and subject to the terms and conditions of this Agreement, the Parties desire for the Foundation to construct a football field and other recreation facilities (the "Youth Park") on the Property (the "Project"), and for the Parish to operate and manage the Youth Park.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the Parties, and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, it is agreed as follows:

1. Term of Agreement. The initial term hereof (the "Initial Term") shall commence on the date hereof (the "Commencement Date"), and shall end, unless earlier terminated pursuant to the terms hereof, at midnight on June 15, 2055 (the "Expiration Date"), consistent with the term of the Lease Agreement. Subsequent to the Expiration Date, for so long as the Foundation is conducting programs consistent with the mission of helping underserved youth through sports-themed programs (the "Mission"), this Agreement shall automatically renew on a year to year basis, effective as of the Expiration Date, and annually thereafter. The foregoing notwithstanding, any Party may terminate this Agreement after the Expiration Date by written notice to the other parties no later than six (6) months in advance of the next succeeding renewal date.

2. Construction of Improvements.

- (a) Adequate Funding. The Parish's and Foundation's obligations to respectively prepare the Plans and construct the Improvements (each as hereinafter defined) is subject to the condition precedent that Foundation shall have obtained the funds necessary for the construction of the Project (the "Funding") in such amount as the Foundation shall deem adequate to construct the Project, based on the Foundation's construction cost estimates for the Improvements (hereinafter defined) and all "soft costs" related thereto.
- (b) (i) <u>Plans and Specifications</u>. The Foundation has approved the Site Improvement Plans for the Project provided by the Parish, and both parties have approved the architectural plans, construction documents and drawings and such other documents for the Improvements (the "Plans"). A copy of the Plans is attached hereto as <u>Exhibit C</u>. The parties agree that the Parish shall bear no additional costs than as otherwise provided herein.

- (ii) The Foundation shall submit to the Parish for review and exception, if any, such working drawings, shop drawings, test reports and data on materials and equipment (hereinafter in this article called data), and material samples (hereinafter in this article called samples) as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications for the construction of the improvements.
- (iii) Within thirty (30) days after the effective date of the contemplated Agreement, the Foundation shall submit to the Parish a complete list of preliminary data on items for which shop drawing are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Parish shall in no way relieve the Foundation from submitting complete shop drawings, data, and samples in according with the Specifications. This procedure is required in order to expedite final review of Shop Drawings.
- (c) Permits and Approvals. The Foundation shall, utilizing the Funding, obtain all requisite licenses, permits and other approvals for the construction of the Improvements on the Property (collectively, the "Permits") from the applicable authorities. The Parish shall execute and deliver any and all public utility easements and other such instruments that may be required to construct the Improvements. The Foundation's obligation to construct the Improvements is subject to the condition precedent that the Foundation shall have obtained the Permits. If the permits have not been obtained by then any Party shall have the right to terminate this Agreement by giving written notice to the other Parties, in which event the Parties shall have no further rights or obligations under this Agreement except as set forth herein.
- Construction. The Foundation shall fully execute the work described in the Plans, except as specifically indicated in the Plans to be the responsibility of others. Provided that the Foundation obtains all Permits, and the Foundation obtains the Funding, the Foundation shall cause to be constructed upon the Property the site improvements comprising the Project as shown in the Plans (collectively, the "Improvements"). Such construction shall commence within thirty (30) days after the later to occur of the date that the Foundation has obtained all Permits and the Funding has been obtained, and shall achieve Substantial Completion (hereinafter defined) within one-hundred twenty days (120) days of the commencement of construction, subject to force majeure and/or delays caused by the Parish. For purposes of this Agreement, "force majeure" is defined as labor or materials shortages, work stoppages, strikes, acts of terrorism and acts of God. As used herein, the term "Substantial Completion" shall mean the stage in the progress of the Improvements when the Improvements or designated portion thereof are sufficiently complete in accordance with the Plans such that they may be utilized for their intended use. The Foundation warrants that the Improvements shall be constructed in accordance with all applicable municipal, state and federal laws, rules, regulations and ordinances. The Foundation shall not be responsible for the cost of any remediation of unsuitable soils and if the unsuitable condition is not remedied by the Parish, the Foundation has the right to terminate this Agreement.
- (e) <u>Construction Right of Ingress and Egress.</u> The Parish hereby grants and conveys to the Foundation, its agents, contractors, employees, successors and assigns the right of ingress and egress to and from the Property for the performance of the Foundation's obligations described in this Section 2.
- (f) <u>Concealed or Unknown Circumstances</u>. If the Foundation encounters conditions at the Project site that are (i) subsurface or otherwise concealed physical conditions that differ materially from

those indicated in the Plans or (ii) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Plans, the Foundation shall promptly provide written notice to the Parish before such conditions are disturbed and in no event later than twenty-one (21) days after first observance of such conditions. The Parish will promptly investigate such conditions and, if it determines that such conditions (i) differ materially from those contained in the Plans or (ii) are unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Plans and cause an increase or decrease in the Foundation's cost of, or time required for, performance of any part of the work, will recommend an equitable adjustment to the Funding or Date of Substantial Completion. or both. If the Parish determines that such conditions are (i) not materially different from those indicated in the Plans or (ii) not unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Plans and that no change in the terms of the Agreement is justified, the Parish shall promptly notify the Foundation in writing, stating the reasons. The Foundation has the right to object to any determination regarding the discovered physical conditions and negotiate an equitable resolution with the Parish. If the Foundation agrees that an adjustment to the terms of this Agreement is justified and an equitable adjustment is recommended by the Parish based on their investigation, the Foundation has the right to accept the equitable adjustment or recommend a differing adjustment to be negotiated with the Parish, provided that, however, if an equitable adjustment cannot be agreed upon, either the Parish or the Foundation shall have the right to terminate this Agreement by giving written notice to the other, in which event all Parties shall have no further rights or obligations under this Agreement except for those rights or obligations that survive termination as set forth herein. No request by the Foundation for an equitable adjustment to the Funding or Date of Substantial Completion under this sub-section shall be allowed unless the Foundation has given the required written notice. Further, no request by Foundation for such equitable adjustment shall be allowed if made after the date of Substantial Completion.

- (g) Other Approvals. The Parish shall support and assist as needed the Foundation's consultant and/or contractor in obtaining any Parish approvals, consents, and other conditions precedent to the development of the Project as contemplated by this Agreement. The Parish shall be solely responsible for any costs and/or expenses involved in obtaining any and all Parish approvals, consents, and other conditions precedent to the development of the Project as contemplated by this Agreement, whether pursuant to any instrument of record or otherwise binding upon the Property, if any. The Foundation, as a part of its preparation of the Plans, shall, at the Foundation's expense, prepare and provide the Parish with all documents and drawings required in connection with obtaining such approvals and consents. The Foundaton is responsible for paying for and receiving permits from the Corp of Engineers and Louisiana Department of Natural Resources.
- (h) <u>Insurance.</u> Prior to commencing any construction on the Property, the Foundation shall (a) deliver to the Parish a statement of the names of all contractors and subcontractors and the estimated cost of all labor and material to be furnished by them; (b) cause each contractor to carry (i) workers' compensation insurance in statutory amounts covering all the contractor's and subcontractor's employees, and (ii) Comprehensive General Liability Insurance coverage (bodily injury and property damage) including automobile, and, if obtainable, either insuring both Parties as well as the contractors, with limits of One Million Dollars (\$1,000,000.00); (c) cause Builder's Risk Insurance to be carried (including fire, extended coverage, vandalism and malicious mischief) with limits of Five Hundred Thousand Dollars (\$500,000.00); (d) deliver to Parish certificates of insurance

evidencing the above insurance (including the above-mentioned contractual, hold harmless agreement) which certificates shall indicate limits and contain a waiver of subrogation clause and a clause giving Parish fifteen (15) days advance notice prior to the termination or modification of said insurance; and (e) furnish at least fifteen (15) days before any such insurance expires or is canceled, appropriate evidence of continuation of coverage.

- (i) Removal of Liens. In the event any mechanic's or materialmen's lien shall at any time be filed against the Property allegedly by reason of work, labor, services or materials performed or furnished to the Foundation for work or materials performed or used with respect to the Project, the Foundation shall within ten (10) business days cause the same to be discharged or bonded.
- (j) Non-Disturbance Agreement. The Foundation's obligation to cause the Plans to be prepared and the Improvements to be constructed is subject to the condition precedent that the Parish obtain from the Elkinsville Cemetery Association, a reasonable non-disturbance agreement in favor of, and acceptable to the Foundation whereby such beneficiary recognizes that the effect and encumbrance of this Agreement on the Property shall not be disturbed if the Foundation is not in default of this Agreement beyond applicable notice and cure periods, unless this Agreement is otherwise terminated pursuant to its terms (a "Non-Disturbance Agreement"). If the Parish has not obtained the Non-Disturbance Agreement within ninety (90) days after the date hereof, the Foundation may, at their sole option, terminate this Agreement by giving written notice to the Parish, in which event all Parties shall have no further rights or obligations under this Agreement except as set forth herein. The Foundation shall not commence the construction of the Improvements prior to the satisfaction of this condition precedent, unless otherwise agreed to by the Foundation in writing.

3. Representations and Warranties.

(a) By the Parish.

- (i) the Parish has the full right and legal authority to enter into and perform its obligations under this Agreement;
- (ii) the Parish Council adopted Ordinance No. 15-6-15 on June 1, 2015, approving and authorizing the execution of the Lease Agreement for a recreational playground on the Property to be sponsored by the Foundation;
- (iii) no easements are required for vehicular and pedestrian access to and from the Property and the Property has a means of ingress and egress directly to and from each public roadway abutting the Property;
- (iv) there are no violations of any zoning or building laws which affect the Property or the use thereof for the Project;
- (v) neither the Parish nor any other person or entity known to the Parish has caused or permitted the generation, treatment, storage, disposal or release of Hazardous Materials in, on or under the Property, and the Parish knows of no violation or alleged violation of any Environmental Laws (defined below), at, to, or from the Property. For purposes of this Agreement, the term "Hazardous Materials" shall mean any oil, flammable explosives, asbestos, urea formaldehyde, radioactive materials or waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including,

without limitation, any "hazardous substances," "hazardous wastes," "hazardous materials" or "toxic substances" as defined under federal, state or local laws, ordinances and regulations relating to environmental protection (collectively, "Environmental Laws"). The Parish shall, within five (5) business days after full execution of this Agreement provide the Foundation with a copy of any and all environmental reports, inspections, investigations, studies, audits, tests, reviews, governmental communications or other analyses in the Parish's possession or control relating to the Property or any portion thereof;

- (vi) there are no underground storage tanks, active or abandoned, in, on or under the Property;
- (vii) there is no pending, nor, to the best of the Parish's knowledge, threatened, litigation or other legal or administrative proceeding or investigation affecting or related to the Property; and
- (viii) the Parish has not received any notice and has no knowledge of the commencement of eminent domain proceedings affecting the Property.
 - (b) By the Foundation. The Foundation hereby represents and warrants that:
- (i) the Foundation has the full right and legal authority to enter into and perform its obligations under this Agreement;
- (ii) once commenced the Project will be completed in a good and workmanlike manner.
- 4. Management and Operation Duties. Upon Substantial Completion, or such earlier date as is provided below, the Parish shall, at its sole cost and expense, be fully and solely responsible for the management, maintenance, and operation of the Youth Park, and shall carry out the duties as set forth below:
- (a) Day to day management and operation of the Youth Park, including, but not limited to, the scheduling and management of events at the Youth Park, in compliance with all applicable laws, ordinances, rules and regulations, and this Agreement, and consistent with the mission of serving at-risk and underserved youth, and for no other use or purpose without the prior written consent of the Foundation.
- (b) At all times keep and maintain the Youth Park and the Property, and all features, aspects and components thereof, clean and in good order and repair and operating condition, including, without limitation:
- (i) routine cleaning and maintenance of the Youth Park and the Property, provision of security to the Youth Park, the provision of utilities to the Youth Park and Property, and all other aspects of the day to day management and operation of the Youth Park and the programs conducted thereon; and
- (ii) long term maintenance of the Youth Park and Property, including, but not limited to, repairs, replacements and capital improvements. The Foundation shall have no maintenance,

repair or replacement responsibilities under this Agreement with respect to the Youth Park, Property, and/orProject or any aspect thereof, except resulting from damages caused by the sole gross negligence or willful misconduct of the Foundation or the Foundation's agents, contractors and employees.

- (c) Maintaining insurance coverage with respect to the Youth Park and Property, issued by one or more insurance companies qualified or authorized by the State of Louisiana to issue such coverage and an A.M. Best Company financial and performance rating of A-IX or better, including:
- (i) a policy of property and casualty insurance insuring against loss or damage by fire or other hazards, under a policy or policies covering such risks as are presently included in "special form" (also known as "all risk") coverage, but in any event including fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, damage from aircraft, smoke, vandalism, and malicious mischief, in an amount not less than the full replacement value of the Youth Park and Property and all Improvements. No policy of insurance shall be written such that the proceeds thereof will produce less than the minimum coverage required by this Section by reason of co-insurance provisions or otherwise; and
- (ii) either evidence that the Parish is self-insured or comprehensive (also known as commercial) general liability insurance on an "occurrence" basis against claims for "personal injury" liability and liability for death, bodily injury and damage to property, products and completed operations, with coverage in the minimum amounts of \$1,000,000 per occurrence and \$3,000,000 with respect to the aggregate of all occurrences during any given annual policy period. If such coverage is not commercially available the Parish and the Foundation will agree on appropriate limits, based on available alternatives. Such policy shall name the Foundation, their agents, employees, officers, trustees, successors and assigns as additional insureds, effective as of the date of this Agreement.

With respect to all such policies, Parish shall obtain from its insurer(s) a policy clause to the effect that the insurer shall not cancel or change the terms of such insurance policy or policies without first giving the Foundation at least thirty (30) days prior written notice thereof. A certificate of insurance made by the issuer shall be delivered to the Foundation within fifteen (15) days after the date of this Agreement.

- (d) Promulgation of appropriate written agreements, reasonable rules and regulations governing the use of the Project by parties other than the Parish and the Foundation (which use shall in any event be subject to Section 5, below).
- (e) Maintain accurate and complete books and records with regard to its management of the Youth Park, and provide the Foundation with access to such books and records upon reasonable prior notice.
- 5. <u>Use of the Youth Park.</u> The Parties agree that the Youth Park shall be used exclusively for the following uses, events and programs, unless otherwise agreed to in writing by the Parties from time to time:
- (a) Youth activities consistent with the Foundation's mission and the Parish's mission.

- (b) The Foundation's "Ed Reed Academy", "Ed Reed Fitness Day" and similar programs sponsored and conducted by the Foundation from time to time and related activities, including, but not limited to, youth camps.
- (c) Sports-related programs, and any other programs to be engaged in by youth including at risk individuals conducted and/or sponsored by the Foundation and/or the Parish.
- (d) To the extent that scheduling permits, athletic games and tournaments conducted and/or sponsored by private leagues; provided, however, the same shall not take precedence over, or otherwise conflict with, the scheduling of events and programs consistent with subsections 5(a)-(c) above.
- (e) The Foundation shall have the right to use the Youth Park for a maximum of ten (10) days each calendar year for activities consistent with its Mission. The Foundation and the Parish shall coordinate their schedules in order to avoid conflicts in dates of usage of the Project.
- 6. Reports of Events. Annually during the term of this Agreement, prior to January 15 of each calendar year, the Parish shall furnish to the Foundation a report which contains the number of children served during the previous calendar year with a summary of the programs anticipated to be conducted by the Parish and the Foundation in the next calendar year.
- 7. <u>Indemnification</u>. To the fullest extent permitted by law, the Foundation and the Parish (as applicable, the "Indemnitor") shall each indemnify and hold harmless the other Parties (the "Indemnitees") and their agents, contractors, employees, successors and assigns from and against any and all liabilities, obligations, demands, causes of action, losses, expenses and damages, arising out of or based upon (i) the Indemnitor's performance of (or failure to perform) its duties hereunder, (ii) the conduct by the Indemnitor at the Property of its programs as specified herein, and (iii) the violation of any laws or negligence or willful misconduct by the Indemnitor or its affiliates, agents, contractors or employees. The provisions of this Section shall survive expiration or any termination of this Agreement.
- Condemnation. If, as a result of eminent domain proceedings, there should be a taking of all or any material portion of the Property or the right of access to the Property, then this Agreement, at the option of any one of the Parties, shall terminate upon the giving of notice to the other Parties. If no Party so terminates this Agreement, then the Parish shall restore as far as is practicable the Youth Park and the Property to a condition permitting a resumption of its intended use. The Parish will advise the Foundation immediately upon receipt of notice of the commencement of proceedings by any authority having eminent domain powers to acquire any part of the area in the Property. In the event of a taking, or a conveyance in lieu of a taking, resulting in the termination of this Agreement, the Parish and the Foundation will cooperate in applying for and prosecuting a claim for that taking and agree that the aggregate net award after deducting expenses and costs, including reasonable attorneys' fees, incurred in connection therewith shall be paid to the Parties (or if required, to any mortgagee) and distributed as follows: (i) the Foundation shall receive so much of the net award as shall compensate it for the undepreciated value of its monetary contribution to the Project; (ii) the Parish shall receive the balance thereof.

9. Default.

- (a) The failure of any Party to perform its duties hereunder, which default is not cured within thirty (30) days of written notice thereof, shall constitute an "Event of Default" hereunder and a breach of this Agreement by the defaulting Party; provided, however, that if the default is of such a nature that it cannot be cured within such 30-day period, there shall be no Event of Default if a cure is commenced within such 30-day period and thereafter is diligently pursued to completion.
- (b) Any delay in performance hereunder by any Party due to force majeure shall be excused and shall not be considered grounds to declare a default hereunder. Cure periods hereunder shall extend in proportion to such delays.
- 10. Remedies upon Default. Upon an Event of Default by the Foundation hereunder, the Parish's sole remedy shall be to terminate this Agreement by written notice to the other Parties. Upon an Event of Default by the Parish hereunder, which default is of such a nature so as to legally or practically deprive the Foundation of the use of the Property for the conduct of its programs as contemplated by this Agreement, the Foundation may terminate this Agreement by written notice to the Parish, in which case the Parish shall reimburse the Foundation for the unamortized/undepreciated portion of its contribution to the Project, based upon a thirty-six (36) year amortization of such contribution, computed as of the date of termination of the Agreement under this Section. The Parties agree that based upon the contributions of the Foundation to the Project, the aforesaid sum constitutes a reasonable estimate of the Foundation's and damages in the event of the Parish's default hereunder and is not a penalty. In lieu of terminating this Agreement, the Foundation shall have the right (i) to institute an action as provided for in Section 11 hereof to specifically enforce the Parish's obligations hereunder, and/or (ii) to cure the Event of Default (if susceptible to cure by a party other than the Parish) and to charge the Parish for the out of pocket expenses incurred in exercising such self-help remedy. No Party shall be liable for any special, indirect, incidental or consequential damages, of any nature, including, without limitation, loss of actual or anticipated profits or revenues, loss of use, cost of capital, incurred by a Party as the result of an Event of Default, other than the damages specifically provided for herein.
- 11. <u>Dispute Resolution</u>. Any controversy, claim, cause of action or other dispute ("Dispute") relating to this Agreement or the interpretation thereof, which cannot be resolved by negotiations amongst the Parties, shall be resolved through mediation in the State of Louisiana. Unless the Parties shall otherwise agree, mediation shall be conducted by the American Arbitration Association ("AAA"). Any Dispute not resolved by mediation shall be subject to the exclusive jurisdiction of the 29th Judicial District Court for the Parish of St. Charles, State of Louisiana.
- 12. <u>Assignment; Successors</u>. No Party shall assign its duties and obligations hereunder without the prior written consent of the other Parties.

13. Relationship of the Parties.

- (a) Each Party shall be deemed to be an independent contractor in its performance hereunder such that no Party nor any employee or agent of any Party shall be deemed an agent of another Party, unless otherwise agreed in writing by the Parties.
- (b) Except as specifically granted herein, no Party shall obtain any rights under this Agreement to use, and shall not use, the names, marks, logos or other intellectual property of another Party in any manner without the express prior written approval of the other Party in each instance, whether in connection with the subject matter of this Agreement or otherwise.

14. <u>Notices</u>. Any notice, request or demand or other communication required or permitted to be given pursuant to this Agreement (each, a "Notice") shall be in writing and shall be deemed sufficiently given if delivered by hand by messenger at the address of the intended recipient (set forth below); sent by Federal Express or a comparable guaranteed overnight delivery service, prepaid, with instructions to deliver on the next business day; or sent by United States first class mail, registered or certified, postage prepaid, with return receipt requested; and addressed as follows (or to such other address as may have been specified by the addressee party in a written notice previously given to the sender party in accordance with this Section):

If to the Parish:

Larry Cochran

St. Charles Parish Parish President

P. O. Box 302

Hahnville, LA 70057

With a copy to:

Billy Raymond

St. Charles Parish Chief Adminstrator Officer

P. O. Box 302

Hahnville, LA 70057

Robert L. Raymond

St. Charles Parish Director of Legal Services

14108 River Road Destrehan, LA 70047

If to Ed Reed Foundation:

Glenn Younes

Executive Director, Ed Reed Foundation 10015 Old Columbia Road, Ste H-125

Columbia, MD 21046

With a copy to:

Brian Satola

Ed Reed Foundation

10015 Old Columbia Road, Ste H-125

Columbia, MD 21046

Any Notice given in accordance with this Section shall be deemed to be given and delivered as of (i) the date of actual delivery, if delivered by hand by messenger; (ii) the first (1st) business day following deposit with Federal Express (or comparable guaranteed overnight delivery service), if sent by such overnight delivery service, prepaid, with instructions to deliver on the next business day; or (iii) the third

(3rd) day following deposit with the United States Postal Service, if sent by United States first class mail (registered or certified, postage prepaid, with return receipt requested).

- 15. <u>No Waiver</u>. The failure of a Party at any time to require performance hereunder by another Party of any provision hereof shall in no way affect the right of such Party to require such performance at any time thereafter, nor shall any waiver by a Party of a breach hereof or default hereunder by another Party constitute a waiver of any succeeding breach of or default under the same or any other provision hereof.
- 16. Entire Agreement. This Agreement and the exhibits attached hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions and understandings between Parties related to this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either written or oral, between them other than as are set forth herein. No subsequent alteration, amendment, change or addition to this Agreement shall be binding on the Parties unless reduced to writing and signed by all Parties.
- 17. <u>Headings and Section Numbers</u>. The headings and section numbers herein are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections hereof.
- 18. Partial Invalidity. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstances shall be held invalid or unenforceable, the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances other than those as to whom it is held invalid or unenforceable shall not be affected thereby, and each term, covenant or condition hereof shall be valid and be enforceable to the fullest extent permitted by law.

19. Miscellaneous.

- (a) This Agreement may be signed in one or more counterparts, each of which will constitute an original and all of which shall comprise the entire Agreement.
- (b) This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.
- (c) If any date for the occurrence of an event or act under this Agreement falls on a Saturday or Sunday or legal holiday observed in St. Charles Parish, Louisiana, then the time for the occurrence of such event or act shall be extended to the next succeeding business day.
- (d) Upon completion, the Parish shall post, in prominent places around the Project, at least three (3) Zero Tolerance Child Protection signs or a likeness thereof, the content of which must first be provided by the Foundation, and subsequently reviewed by the Parish and approved as to content and form.

SIGNATURES APPEAR ON THE FOLLOWING PAGES

IN WITNESS WHEREOF, Parties have caused these presents to be executed and sealed as of the day and year first above written.

THE PARISH:

ST. CHARLES FARISH Notary Public in and for the State aforesaid, personally appeared LAMY COCHRAN, who acknowledged himself/herself to be the President of ST. CHARLES PADISH and he/she acknowledged the aforegoing instance.

Witness my hand and Notarial Seal.

STATE OF LOUISIANA

ED REED FOUNDATION, a Maryland nonprofit corporation

By: 91 Sun Youres Date: (0 - 2 3 , 2019

STATE OF MARYLAND	
COUNTY OF Carroll	. to-wit:

I hereby certify that on this 23 day of October, 2019 before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Line Young, who acknowledged himself to be the Executor Orrest of ED REED FOUNDATION, a Maryland nonprofit corporation, and he acknowledged the aforegoing instrument to be the act of said corporation.

Witness my hand and Notarial Seal.

My Commission expires: $4 \cdot 2 \cdot 2$

Notary Public

TERL W. JOHNSON Notar-Public Maintand Care Johns My Cumbington Expires April 21, 2021

EXHIBIT A

Lease Agreement Between Elkinsville Cemetery Association and St. Charles Parish

EXHIBIT B

Legal Description of Property

EXHIBIT C

Plans



St. Charles Parish

OFFICE OF THE COUNCIL SECRETARY

P.O. BOX 302 • HAHNVILLE, LOUISIANA 70057 (985) 783-5000 • Fax: (985) 783-2067 http://www.stcharlesparish-la.gov

COUNCIL OFFICE MEMORANDUM

DATE:

OCTOBER 16, 2015

TO:

MR. DUANE FORET

PARKS & RECREATION DIRECTOR

FROM:

TIFFANY K. CLARKOCOUNCIL SECRETARY

RE:

LEASE AGREEMENT WITH ELKINSVILLE CEMETERY

ASSOCIATION FOR RECREATIONAL PLAYGROUND

On June 1, 2015, the St. Charles Parish Council adopted Ordinance No. 15-6-15 approving and authorizing the execution of a Lease Agreement between Elkinsville Cemetery Association and St. Charles Parish for a recreational playground to be sponsored by the Ed Reed Foundation.

A recorded copy of the ordinance along with a fully executed copy of the agreement is enclosed for your records.

TKC/sm

Enclosure

CC:

Parish Council

Ms. Anedra Coleman w/enclosure Mr. Grant Dussom w/enclosure Mr. Leon C. Vial, III w/enclosure

Elkinsville Cemetery Association w/enclosure

2015-0188

INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT (DEPARTMENT OF LEGAL SERVICES)

ORDINANCE NO. 15-6-15

An ordinance approving and authorizing the execution of a Lease Agreement between Elkinsville Cemetery Association and St. Charles Parish for a recreational playground to be sponsored by the Ed Reed Foundation.

WHEREAS, St. Charles Parish has been approached by the Ed Reed Foundation seeking to construct a recreational playground in the St. Rose area; and,

WHEREAS, Elkinsville Cemetery Association has agreed to lease property, more particularly described in said Lease to St. Charles Parish for the construction of a recreational playground.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That St. Charles Parish enter into a Lease Agreement with Elkinsville Cemetery Association for property to be used for a recreational playground.

SECTION II. That the Parish President is hereby authorized to execute said Lease Agreement and any all other documents required to carry out the provisions of this ordinance on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS:

SCHEXNAYDRE, LEWIS, WILSON, BENEDETTO, HOGAN, COCHRAN,

FLETCHER, FISHER-PERRIER

NAYS:

NONE

WOODRUFE

ABSENT:

And the ordinance was declared adopted this 1st day of June, 2015 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN:
SECRETARY:
DLVD/PARISH PRESIDENT: 4 (5)
APPROVED:DISAPPROVED:
PARISH PRESIDENT: VILLA
RETD/SECRETARY: 6/3/5
AT: Ser RECD BY:
•

CLERK OF COURT OFFICE
ON October 14,2015
AS ENTRY NO. 409 863
IN MORTGAGE/CONVEYANCE BOOK
NO. 823 FOLIO 588

LEASE AGREEMENT

WITNESSETH:

In consideration of the rental stated herein and their mutual covenants, Lessor leases to Lessee and Lessee leases from Lessor, on the terms and conditions herein, the following described premises:

That piece or portion of ground being Lease Site SCP of Tract 5-A of Elkinsville Subdivision. Situated in Section 39, T-13-S, R-9-E, St. Rose, St. Charles Parish, Louisiana, according to survey by Stephen P. Flynn, P.L.S., dated February 28, 2015, and designated on said survey as "Lease Site SCP";

Commence at the northeast intersection of Short Street and Second Street thence proceed in a northeasterly direction along the north right of way of Short Street a bearing of N66°07'57"E a distance of 112.58' to a point;

Thence proceed in a northwesterly direction along the east line of Tract 5-A a bearing of N23°52'03"W a distance of 875.62' to a point;

The Point of Beginning

Thence proceed in a northwesterly direction along the east line of Lease Site SCP a bearing of N23°52'03"W a distance of 910.43' to a point;

Thence proceed in a southwesterly direction along the north line of Lease Site SCP being the south right of way of the Y.&M.V. Railroad a bearing of S48°57'09"W a distance of 117.84' to a point;

Thence proceed in a southeasterly direction along the west line of Lease Site SCP a bearing of S23°52'03"E a distance of 875.62' to a point;

Thence proceed in a northeasterly direction along the south line of Lease Site SCP a bearing of N66°07'57"E a distance of 112.58' to a point;

The Point of Beginning

2)	TERM:	The term of	f this lease	is 480 mon	ths commencing	$\underline{15th}$ day of	<u>June</u> ,
		oiring 15thd			, 2055;		

3) RENTAL: Lessee agrees to pay to Lessor, without deduction, set off, prior notice, or demand, rental during said term payable on the first day of each year of **ONE \$1.00 DOLLAR**.

All rentals due under this lease are payable to the order of ELKNSVILLE CEMETERT ASSOCIATION and delivered to Lessor or his agent at P.O. BOX 5, ST. ROSE, LOUISIANA, 70087, or as Lessor or his succession representative may hereafter from time to time designate in writing.

- 4) SECURITY DEPOSIT: On the date of execution of this lease by Lessee, there shall be due and payable by Lessee a security deposit in an amount of \$\frac{N/A}\$ to be held for the performance by Lessee of Lessee's covenants and obligations under this lease, it being expressly understood that the deposit shall not be considered an advance payment of rental or a measure of Lessor's damage in case of default by Lessee or breach by Lessee of Lessee's covenants under this lease. Lessor may, from time to time, without prejudice to any other remedy, use the security deposit to the extent necessary to make good any arrears of rent and/or damage, injury, expense of liability caused to Lessor by the event of default or breach of covenant, any remaining balance of the security deposit to be returned by Lessor to Lessee upon termination of this lease.
- 5) DELIVERY OF PREMISES: Lessee hereby accepts the premises in their existing condition and assumes responsibility for the condition of the leased premises, including lawn care of entire site owned by Lessor. Any improvements or alterations desired by Lessee shall be at Lessee's cost.

It is the intent of Lessee to construct a recreational playground on the premises. In the event the playground is not constructed within 5 years from the effective date of this lease, this lease shall be deemed rescinded and null and void at no costs to either party.

- 6) KIND OF BUSINESS: Lessee shall occupy the premises throughout the full term of the lease, and the principal business to be conducted is recreational. Lessee agrees to comply with (and to indemnify Lessor from any violations of) all laws or ordinances relative to Lessee's use of the premises.
- 7) DELIVERY AT EXPIRATION OF LEASE: At expiration of this I ease, Lessee shall deliver to Lessor the premises in good order and condition and shall make good all damages to the premises, usual wear and tear damage by the elements excepted.
- 8) LIEN FOR PAYMENT OF RENTAL: Lessee hereby accepts that Lessor shall have the rights provided for protection of interests under Louisiana law, and in addition shall have a possessory lien on all goods located upon the premises for payment of all rental and other sums due by lessee to Lessor by reason of this lease.
- 9) ASSIGNMENT AND SUBLETTING: This lease may not be assigned, and the premises may not be sublet, partially or fully, without prior written consent of Lessor; such consent shall not be unreasonably withheld. Even in the event of permitted assignment or subletting, Lessee acknowledges that it shall remain fully responsible for compliance with all terms of the lease. Any sub-lessee occupying any part of this space shall, by the act of subletting formally or informally, assume all obligations of Lessee, whether or not Lessor knew of or approved or disapproved of such subletting.
- 10) DEFAULT BY LESSEE: Should Lessee fail to pay any of the rentals provided for herein promptly on the day when the same shall become due and payable hereunder, and shall continue in default for a period of five (5) days after written notice thereof by Lessor, or should Lessee fail to comply with any of the other obligations of this lease, within twenty (20) days from the mailing by Lessor of notice demanding same, Lessor shall have the right, at Lessor's option (a) to cancel this lease, in which event there shall be due to Lessor as liquidated damages, a sum equal to the amount

of the guaranteed rent for one year, or alternatively at Lessor's option to be reimbursed all actual cost incurred in reentering, renovating and re-letting said premises; (b) to accelerate all rentals due for the unexpired remaining term of this lease and declare same immediately due and payable; and/or (c) to sue for the rents in intervals or as the same accrues. The foregoing provisions are without prejudice to any remedy which might otherwise be used under the laws of Louisiana for arrears of rent or breaches of contract, or to any lien to which Lessor may be entitled.

If Lessee has taken steps to cure any default not curable in twenty (20) days, such additional time as deemed reasonable by Lessor as is necessary to cure such default may be granted to lessee, at Lessor's sole option and discretion.

Should Lessor terminate this lease as provided in this article, Lessor may re-enter said leased premises and remove all persons, or personal property, without legal process, and all claims for damages by reason of such reentry are expressly waived.

Lessor's failure to strictly and promptly enforce these conditions shall not operate as a waiver of Lessor's rights, Lessor hereby expressly reserving the right to always enforce prompt payment of rent, or to cancel this lease regardless of any indulgences or extensions previously granted.

In the event Lessee defaults in the performance of any of the terms, covenants, agreements or conditions contained in this lease and Lessor places the enforcement of this lease, or any part thereof, or the collection of any rent due or to become due hereunder, or recovery of the possession of the leased premises in the hands of an attorney, or files suit upon same, Lessee agrees to pay reasonable attorney's fees incurred by Lessor.

11) CONDITION AND UPKEEP OF PREMISES: Lessee will at Lessee's sole expense keep and maintain in good repair the entire leased premises.

12) INSURANCE AND INDEMNITY:

- A. Liability and Property Damage: Lessee shall at all times during the full term of this lease and during the full term of any holdovers or other rental agreements, carry and maintain at its own cost and expense, General Public Liability Insurance against claims for personal injury or death and property damage occurring on the lease premises, such insurance to afford protection to both Lessor and lessee, as their interests may appear, including coverage for the contractual liability of Lessee to Lessor assumed hereunder, and is to be maintained in reasonable amounts, having regard to the circumstances, and the usual practice at the time of prudent owners and lessees of comparable facilities in the New Orleans Metropolitan Area, but in no event in amounts less than One Million Dollars (\$1,000,000.00) with respect to bodily injury or death to any one person, One Million Dollars (\$2,000,000.00). Lessee shall deliver to Lessor evidence of such insurance and all renewals thereof.
- B. Placement of Insurance: All of the aforementioned policies of insurance shall be written and maintained in responsible insurance companies duly authorized and licensed to do business in and to issue policies in the State of Louisiana, with an AM Best rating.
- C. Voiding Insurance: Lessee will not permit the herein demised premises to be used for any purpose which would render the insurance thereon void.
- E. Indemnity: Lessee shall and will forever indemnify and save harmless Lessor from and against any and all liability, penalties, expense, cause of action, suits, claims or judgments for death, injury, or damages to persons or property during the term of this lease while on or arising out of the use, occupation, management or control of the leased premises, adjacent property, streets and sidewalks, or any act of operation on any thereof, or growing out of the demolition, construction, alteration or repair of any building thereon in any case without regard to whether such death, damage

or injury resulted from the negligence of lessee or its sub lessees or their respective agents or employees or otherwise, and including without limitation such death, damage or injury as may have resulted from the sole or contributing negligence, act or omission of Lessor or their agents or employees for which Lessor may have any liability without fault. Lessee shall and will, at its own expense defend any and all suits that may be brought against Lessor, or any of them, or in which Lessor, or any of them, may be impeded with others, upon any such above mentioned claim or claims, and shall and will satisfy, pay and discharge any and all judgments that may be recovered against Lessor, or any of them, in any such action or actions in which Lessor, or any of them, may be a party defendant.

- 13) UTILITIES: All utility charges on the leased premises shall be paid by Lessee, including cost of heat, water, electric current, gas, garbage pickup, sewer and special fees.
- 14) ATTORNEY'S FEES AND EXPENSES: In the event it becomes necessary for either party to employ an attorney to enforce collection of the rents agreed to be paid, or to enforce compliance with any of the covenants and agreements herein contained, unsuccessful litigant be liable for reasonable attorney's fees, costs and expenses incurred by the other party.
- 15) NOTICE: Any notice provided for herein must be in writing and will be deemed given when deposited by certified mail (regardless of when or if received by the addressee), or when actually delivered in person to the parties or their designed agents at the following addresses or at such other addresses as they may from time to time direct.

Lessor:

ELKINSVILLE CEMETERY ASSOCIATION

P. O. BOX 5

ST. ROSE, LA 70087

Lessee:

ST. CHARLS PARISH

P. O. BOX 302

HAHNVILLE, LA 70057

- 16) QUIET POSSESSION: Lessor agrees to warrant and defend Lessee in its quiet and peaceful possession of the premises so long as the lease is not in default.
- 17) LEASE HOLDOVER: Should Lessee remain on the premises after expiration of this lease agreement, Lessor has the option to interpret such actions as creating a month-to-month lease at with the same rental fee and terms.
- 18) ENTIRETY OF UNDERSTANDING IN WRITTEN LEASE: It is agreed that the entire understanding between the parties is set out in the lease and any riders which are hereto annexed, and that this lease supersedes and voids all prior proposals, letters and agreements, oral or written. The law of Louisiana where the leased premises are situated shall apply. The parties agree that any and all disputes arising out of the obligations created by this Lease Agreement shall be resolved in the 29th Judicial District Court for the Parish of St. Charles, State of Louisiana.
- 19) WAIVER: Failure of Lessor to declare immediately upon occurrence thereof or delay in taking any action in connection therewith shall not waive such default, but Lessor shall have the right to declare any such default at any time; no waiver of any default shall alter Lessee's obligations under the lease with respect to any other existing or subsequent default.

- 20) BINDING ON HEIRS, ETC.: It is further agreed by the parties to this lease that all of the covenants and agreement enumerated herein shall be binding upon and insure to the benefit of both parties thereto and their respective legal representatives, heirs, successors and assigns throughout the life of this instrument.
- 21) SUBROGATION: Neither the Lessor nor the Lessee shall be liable to the other for the loss arising out of damage to or destruction of the leased premises, or the building or improvements of which the leased premises are a part thereof, when such loss is caused by any of the perils which are or could be included within or are insured against by a standard form of fire insurance with extended coverage, including sprinkler leakage insurance, if any. All such claims for any and all loss, however caused, hereby are waived. Said absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either Lessor or lessee or by any of their respective agents, servants or employees. It is the intention and agreement of the Lessor and the Lessee that the rentals reserved by this lease have been fixed in contemplation that each party shall fully provide his own insurance protection at his own expense, and that each party shall look to his respective insurance carriers for reimbursement of any such loss, and further, that the insurance carriers involved shall not be entitled to subrogation under any circumstances against any party to this lease. Neither the Lessor not the Lessee shall have any interest or claim in the other's insurance policy or policies, or the proceeds thereof, unless specifically covered therein as a joint assured.
- 22) SUBORDINATE TO MORTGAGE: At the option of Lessor's mortgage, the Lessee agrees to subordinate this lease to any mortgage, deed of trust or encumbrance which the Lessor may have placed, or may hereafter place, on the premises. Lessee agrees to execute, on demand, any instrument which may be deemed necessary or desirable to render such mortgage, deed of trust or encumbrance, whenever made, superior and prior to this lese.
- 23) CONFLICTS: If there is any conflict between the printed portions and the typewritten or handwritten portions, the typewritten or handwritten portion shall prevail.



- 24) LEASE RECORDATION: Lessor may, but shall not be obligated to, record this lease. Lessee may not record this lease.
- NOTICE: Any notice or document required or permitted to be delivered hereunder may be delivered in person or shall be deemed to be delivered whether actually received or not when deposited in the United States mail, postage prepaid, addressed to the parties hereto at their respective addresses as they have theretofore specified or may hereafter specify by written notice delivered in accordance herewith.
- 26) COMPLIANCE WITH LAWS AND REGULATIONS: LESSEE shall at its own cost and expense obtain any and all licenses and permits necessary of any such use. LESSEE shall comply with all government laws, ordinances and regulations applicable to the use of the Leased Premises, and shall promptly comply with all governmental orders and directives for the corrections, preventions and abatement of nuisances in, upon, or connected with the Leased Premises, all at LESSEE'S sole expense.

This lease is made and signed in triplicate, in the Louisiana, this 12to be 1	e City of Hahrville, State of , 2015.
IN WITNESS WHEREOF, the parties have set the and year first above written.	ir hands to duplicate original copies as to the day
WITNESSES Spars It Itigdon	Eliphisville Cenetery ass. Batteen Evans LESSOR
Anche Clean	LESSEE

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TO THE SESTIMATION OF ñ DALM OF TOT TOT SUCCE HE 1 OF 1 DRIVENAY ENGROADMENT FROM MODEL HOME (W. 340) STREET DATE 875.62 372.62 SURVEY PLAT OF TRACT 5-4 OF ELKINSVILLE SUBDIVISION
TO SHOW LEASE SITE SCP OF TRACT 5-4 OF ELKINSVILLE SUBDIVISION
SITUATED IN SECTION 39, T-13-5, R-9-E,
ST. ROSE, ST. CHARLES PARISH, LOUISIANA -TRACT 5-A 75.1851 J.20281525 TRACT 4 TRACT 7 N23'52'03'W 1786.05 -LEASE SITE SCP. Filod Note. The summed parcel is in zone "ae & X" per federal insurance rate aap number 220160--01500 dated 6/16/1992. SUNNY MEDIDICAL MATERIARY OF THESE PATRONS OF THEST 5 & TRACT 6 OF CLANISALLE STRONGON TO MATERIAL MAT 87.562 WATER LEE MANCED BY ROUTE PROOF. WITH ST. CHARLES PARKES! WATER WOOMS-585-331-3746. SURVING'É HOTES.

A. I. CREIRY THE PLAT REPRESENTS AN ACTULA. GREIND SURVEY KADE DY NE AND COMPOSITION.

TO THE CREATION SURVEYS AS TOWN THE ACTUAL OFFICE ACTUAL OFFICE AS TOWN THE ACTUAL OFFICE ACTUAL OFFICE ACTUAL OFFICE ACTUAL OFFICE AS TOWN THE ACTUAL OFFICE ACT BASIS OF BEARING. *Takin from the Western property une of tract 3—A per the referenced survey plat. SURVEY REPERFINCE.

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H WITH THE CERTIFIED TO: ST. CHARLES PASSE

Excerpts from the MINUTES OF THE SPECIAL MEETING OF THE BOARD OF DIRECTORS OF ELKINSVILLE CEMETERY ASSOCIATION

RESOLVED, that Kathleen Evans, President of Elkinsville Cemetery Association, be and he is hereby authorized and empowered for and on behalf of Elkinsville Cemetery Association to execute any and all documents that she deems necessary and as required to lease the rear one-half of Tract 5-A, Elkinsville Subdivision, St. Rose, Louisiana, to St. Charles Parish and to grant to St. Charles Parish an additional 4.8' wide right of way on the upper line of said Tract 5-A of the existing 12.7' right of way.

ELKINSVILLE CEMETERY ASSOCIATION

1/ 441

KATHLEEN EVANS

PRESIDENT

CERTIFICATION

I, Kathleen Evans, President of Elkinsville Cemetery Association do certify that the above and foregoing to be a true and correct copy of excerpts of the minutes of the Board of Directors of said Corporation, duly and legally called, convened and held on the 31st day of May, 2014, in Ama, Louisiana, where at a quorum of the members were present and that the same has not been revoked or rescinded.

WITNESS my signature and the seal of the Corporation at Ama, Louisiana, this 31st day of May, 2014.

KIM BRUMFIELD

SECRETARY/TREASURER

SURVEY PLAT OF TRACT 5-A OF ELKINSVILLE SUBDIVISION TO SHOW LEASE SITE SCP OF TRACT 5-A OF ELKINSVILLE SUBDIVISION SITUATED IN SECTION 39, T-13-S, R-9-E, ST. ROSE, ST. CHARLES PARISH, LOUISIANA FIRST STREET ! DRIVEWAY ENCROACHMENT FROM MOBILE HOME ON 3RD STREET -TRACT 7 N23'52'03"W 1786.05' 875.62 PROPOSED

4'-10" RIGHT OF WAY

TO LEASE SITE SCP -LEASE SITE SCP -TRACT 5-A S23'52'03"E 875.62'
N23'52'03"W 875.62' TSECOND STREE EXISTING 12'-7" RIGHT OF WAY TRACT 4 PROPOSED 4'-10" RIGHT OF WAY TO LEASE SITE SCP 4'-10" RIGHT OF WAY TO LEASE SITE SCP POINT OF BEGINNING POINT OF COMMENCEMENT SURVEY REFERENCE: #4 IRON ROD SET O #4 IRON ROD FOUND PK NAIL FOUND EXTENTS OF GRAVE SITES -G- GAS LINE -W- WATER LINE WATER VALVE CERTIFIED TO: ST. CHARLES PARISH SURVEY PLAT AND RESUBDIVISION OF THOSE PORTIONS OF TRACT 5 & TRACT 6 OF ELKINSVILLE SUBDIVISION FROM LOT 39 OF TRACTS 5 & 6 TO THE SOUTH RIGHT OF WAY OF THE Y. & M.V. RAILROAD INCLUDING LOTS 40 THRU 45, AN APPARENT RIGHT OF WAY FOR SHORT STREET AND A 12' 7" RIGHT OF WAY ALONG THE UPPER LINE OF TRACT 5 INTO TRACT 5-A AND PARCEL R.O.W. (HEREON DEDICATED TO ST. CHARLES PARISH) OF ELKINSVILLE SUBDIVISION BY STEPHEN P. FLYNN, P.L.S. DATED NOVEMBER 16, 2011 REVISED JANUARY 11, 2012. BASIS OF BEARING: *TAKEN FROM THE WESTERN PROPERTY LINE OF TRACT 5-A PER THE REFERENCED SURVEY PLAT. THE SURVEYED PARCEL IS IN ZONE "AE & X" PER FEDERAL INSURANCE RATE MAP NUMBER 220160-0150C DATED 6/16/1992. 60 30 0 A. I CERTIFY THAT THIS PLAT REPRESENTS AN ACTUAL GROUND SURVEY MADE BY ME AND CONFORMS TO THE REQUIREMENTS FOR THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS FOUND SCALE IN FEET 1"=60' IN LOUISIANA ADMINISTRATIVE CODE TITLE 46:LXI, CHAPTER 25 FOR A CLASS "C" SURVEY. B: NO TITLE OPINION WAS PROVIDED TO THIS FIRM, THEREFORE NO CERTIFICATION IS GIVEN TO THE EXISTENCE OF OTHER SERVITUDES OR EASEMENTS WHICH MAY EXIST OTHER THAN THOSE SHOWN. REVISED TO SHOW PROPOSED 4'-10" RIGHT OF WAY TO LEASE SITE SCP C. MINIMUM SETBACK LINES AND SERVITUDES SHOWN ARE BASED ON THE REFERENCED SURVEY PLAT. THE APPROPRIATE PARISH AUTHORITY OR NEIGHBORHOOD REGULATORY BOARD SHOULD BE CONSULTED NO. DATE DESCRIPTION FOR FINAL DETERMINATION. THE LOCATIONS OF UNDERGROUND AND OTHER NONVISIBLE UTILITIES SHOWN HEREON HAVE BEEN DETERMINED FROM STEPHEN P. FLYNN DATE: FEBRUARY 28, 2015 | DRAWING NO. L1552_W02242 DATA EITHER FURNISHED BY THE AGENCIES CONTROLLING P.L.S. LA. ST. REG. NO. 4668 SUCH DATA AND/OR EXTRACTED FROM RECORDS MADE **RIVERLANDS** AVAILABLE TO US BY THE AGENCIES CONTROLLING SUCH RECORDS. WHERE FOUND, THE SURFACE FEATURES OF LOCATIONS ARE SHOWN. THE ACTUAL NONVISIBLE LOCATIONS MAY VARY FROM THOSE SHOWN HEREON. EACH AGENCY STEPHEN P. FLYNN SHOULD BE CONTACTED RELATIVE TO THE PRECISE LOCATION REG. No. 4688 OF ITS UNDERGROUND INSTALLATION PRIOR TO ANY RELIANCE REGISTERED 505 HEMLOCK STREET LAPLACE, LA. 70068 UPON THE ACCURACY OF SUCH LOCATIONS SHOWN HEREON, PROFESSIONAL INCLUDING PRIOR TO EXCAVATION AND DIGGING. 1-800-248-6982 985-652-6356 DOTTIE 1-800-272-3020

MULTI-USE FIELD DEVELOPMENT PLAN FOR CRSF YOUTH DEVELOPMENT PARK AT

ED REED PARK

SHORT STREET

ST. ROSE, ST. CHARLES PARISH, LA

SHEET INDEX							
C0		COVER SHEET					
C1 - C3		SITE IMPROVEMENT PLANS					
C4 - C5	1	LAYOUT PLANS					
C6 - C7		GRADING PLANS					
C8 - C9)	PAVING PLANS					
C10 - C	13	DRAINAGE PLANS					
C14		EROSION CONTROL PLAN	OL PLAN				
C15		PAVING DETAILS	VING DETAILS				
C16-18	C16-18 SITE IMPROVEMENT DETAILS						
C19		DEDICATION MONUMENT DETAILS					
PLAN REVIEW SUMMARY							
#	DISCRIPTION DATE						



PREPARED FOR:

CAL RIPKEN SENIOR FOUNDATION BALTIMORE, MD

ST. CHARLES PARISH
MR. DWAYNE LAGRANGE
DEPARTMENT OF PUBLIC WORKS
15045 RIVER ROAD
HAHNVILLE, LA 70057



VICINITY MAP

N.T.S.

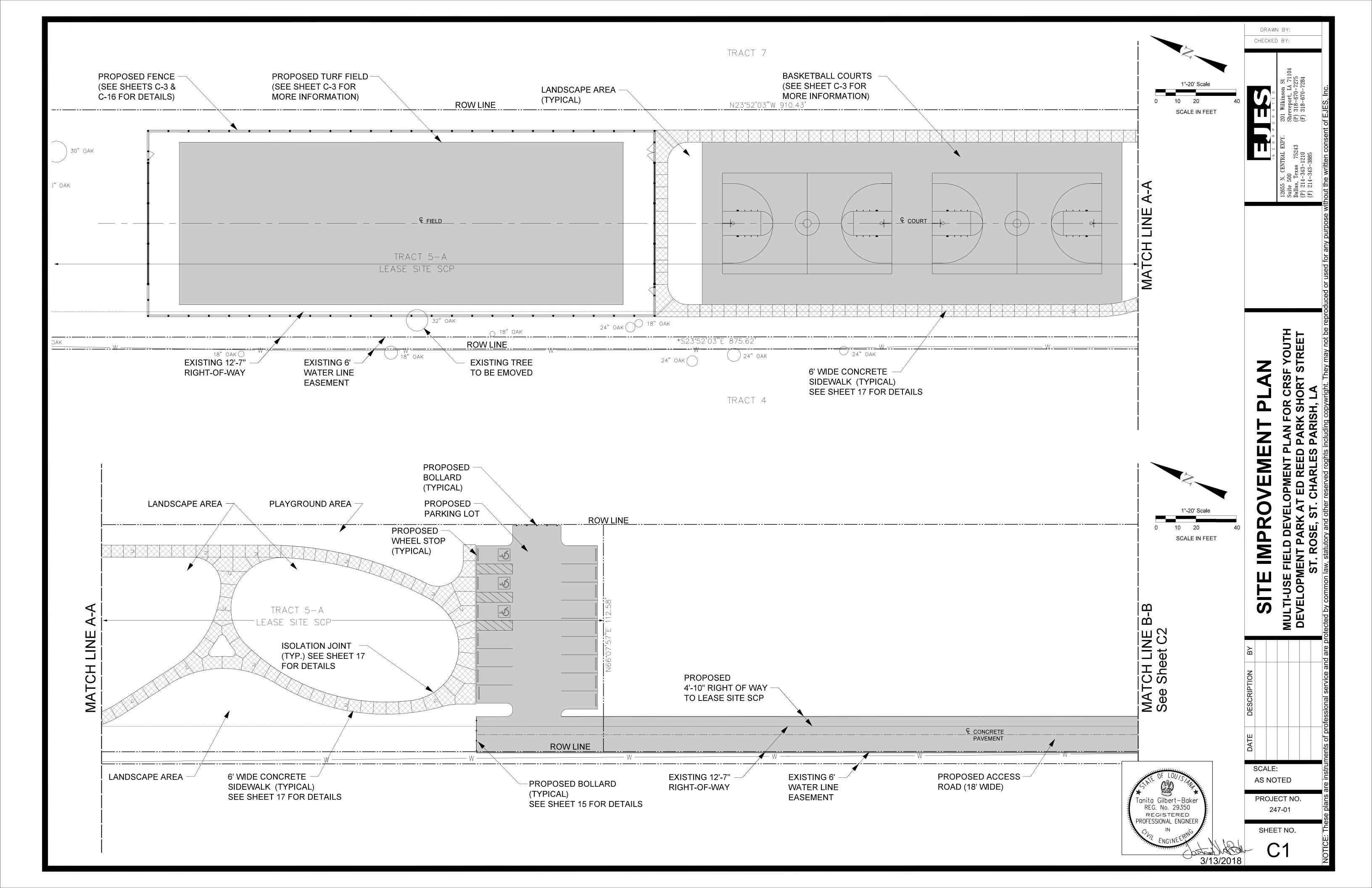


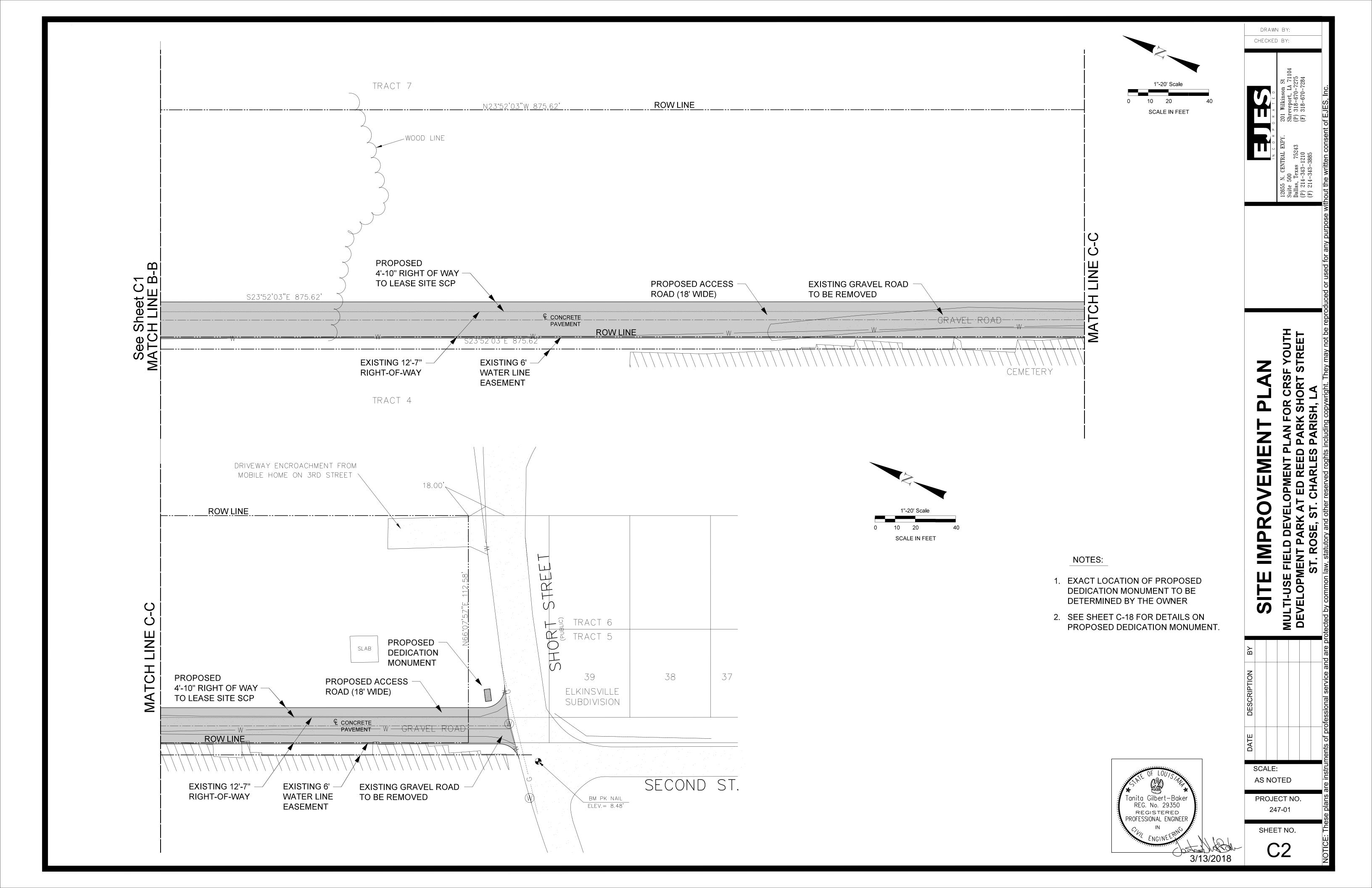
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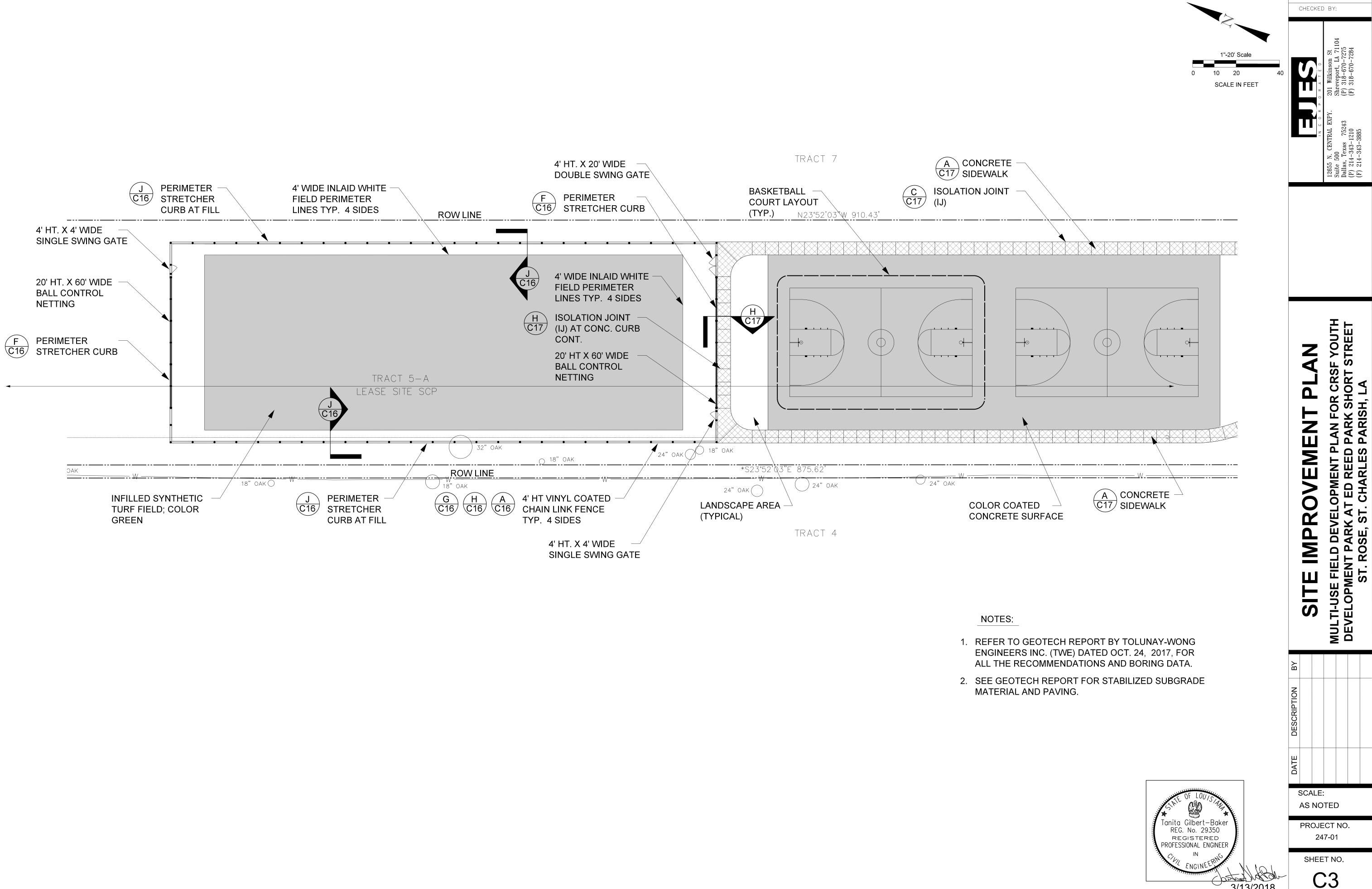


201 Johnson Street Suite 303 Alexandria, LA 71301 Tel: 866-635-7395

MARCH 2018







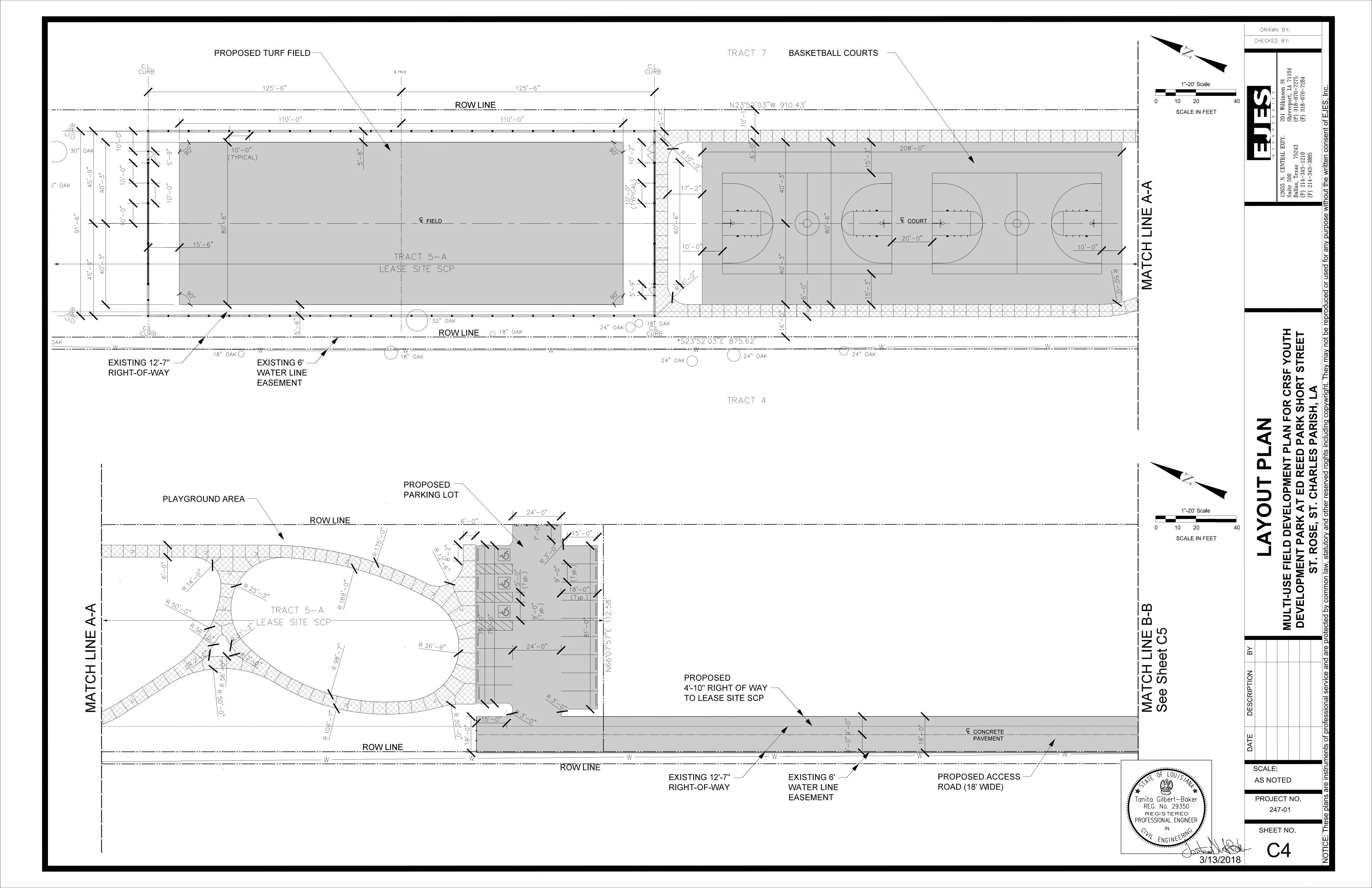
OPMENT PLAN FOR CRSF YOUTH T ED REED PARK SHORT STREET CHARLES PARISH, LA

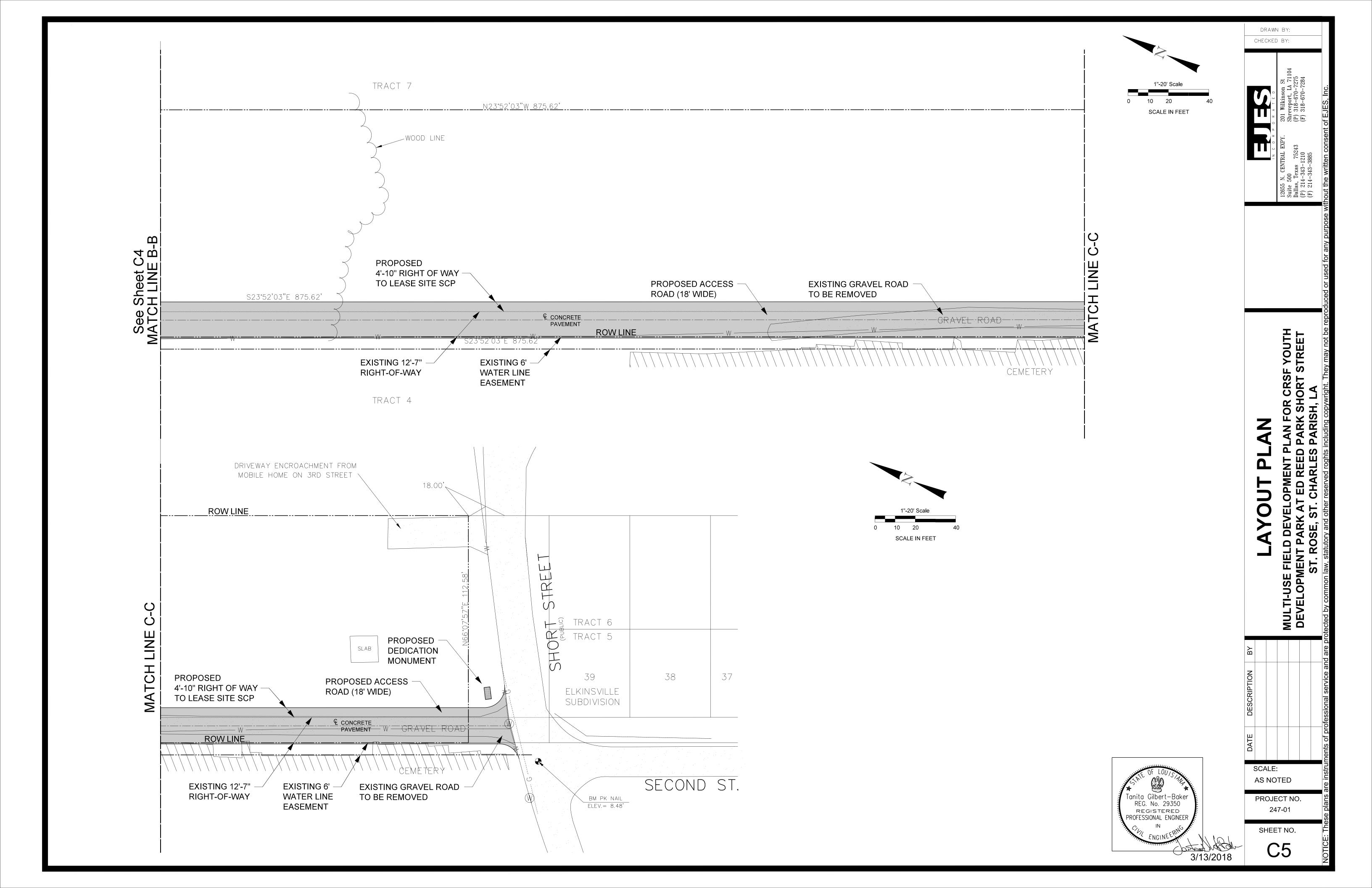
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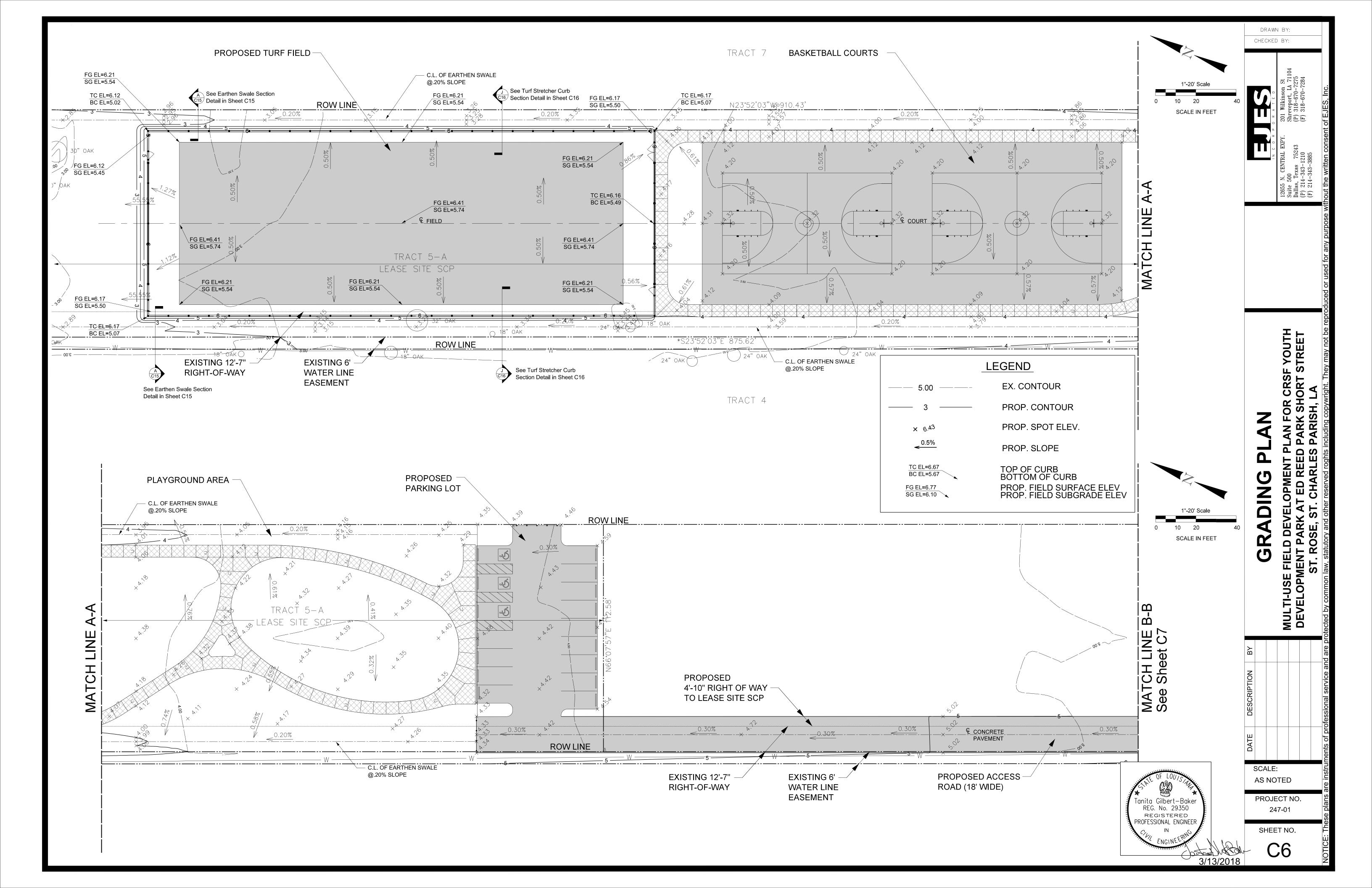
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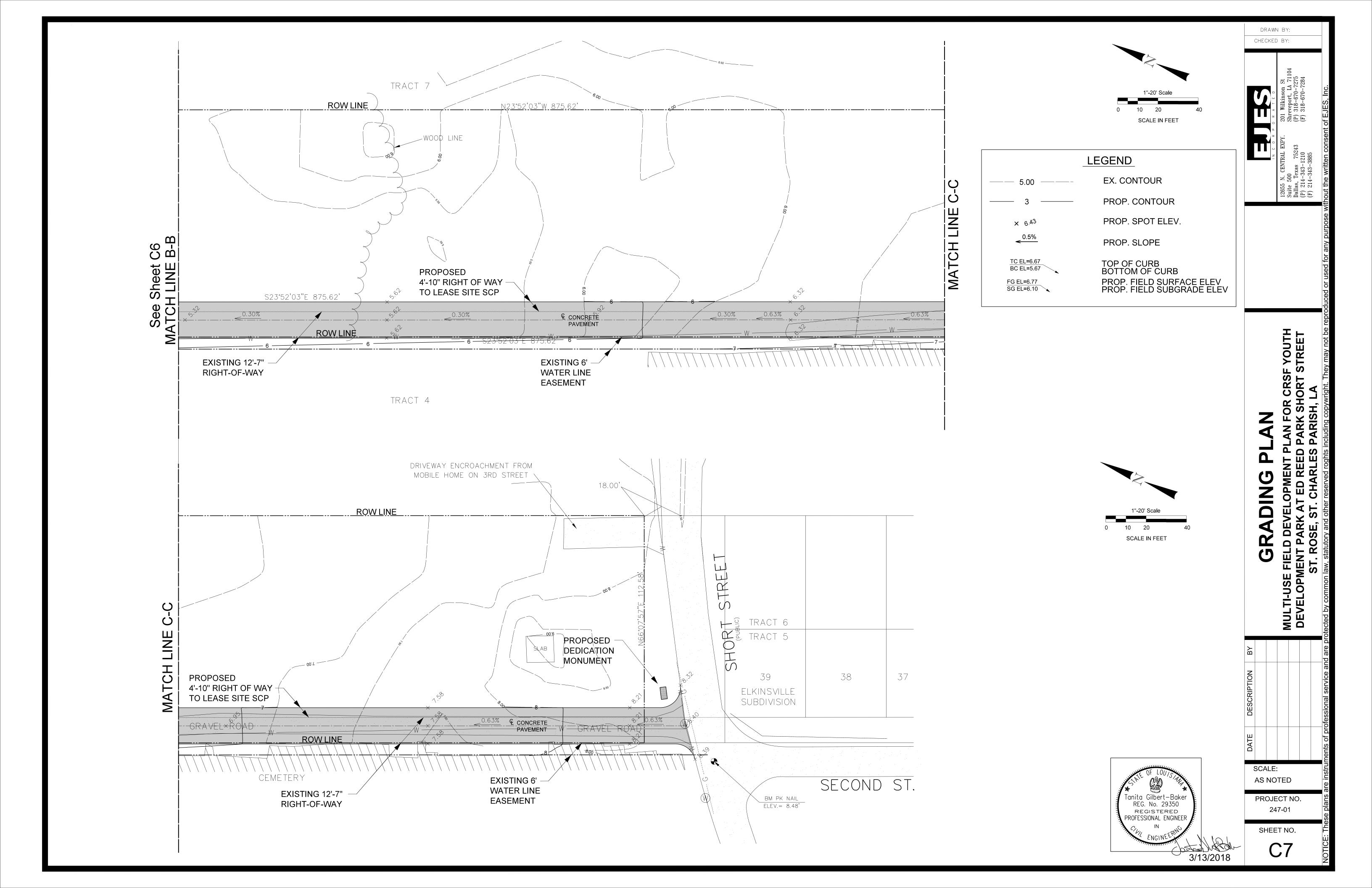
PROJECT NO. 247-01

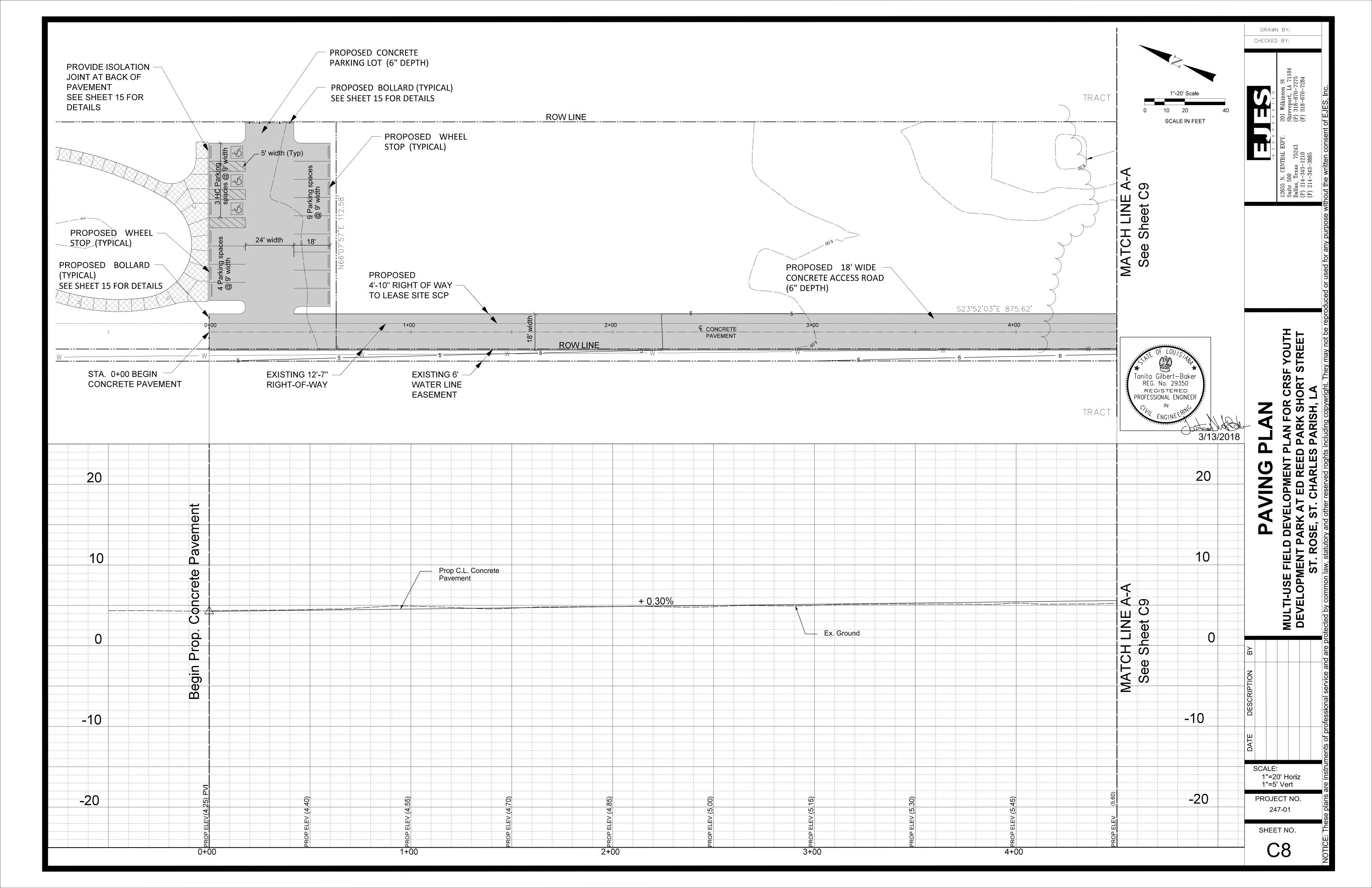
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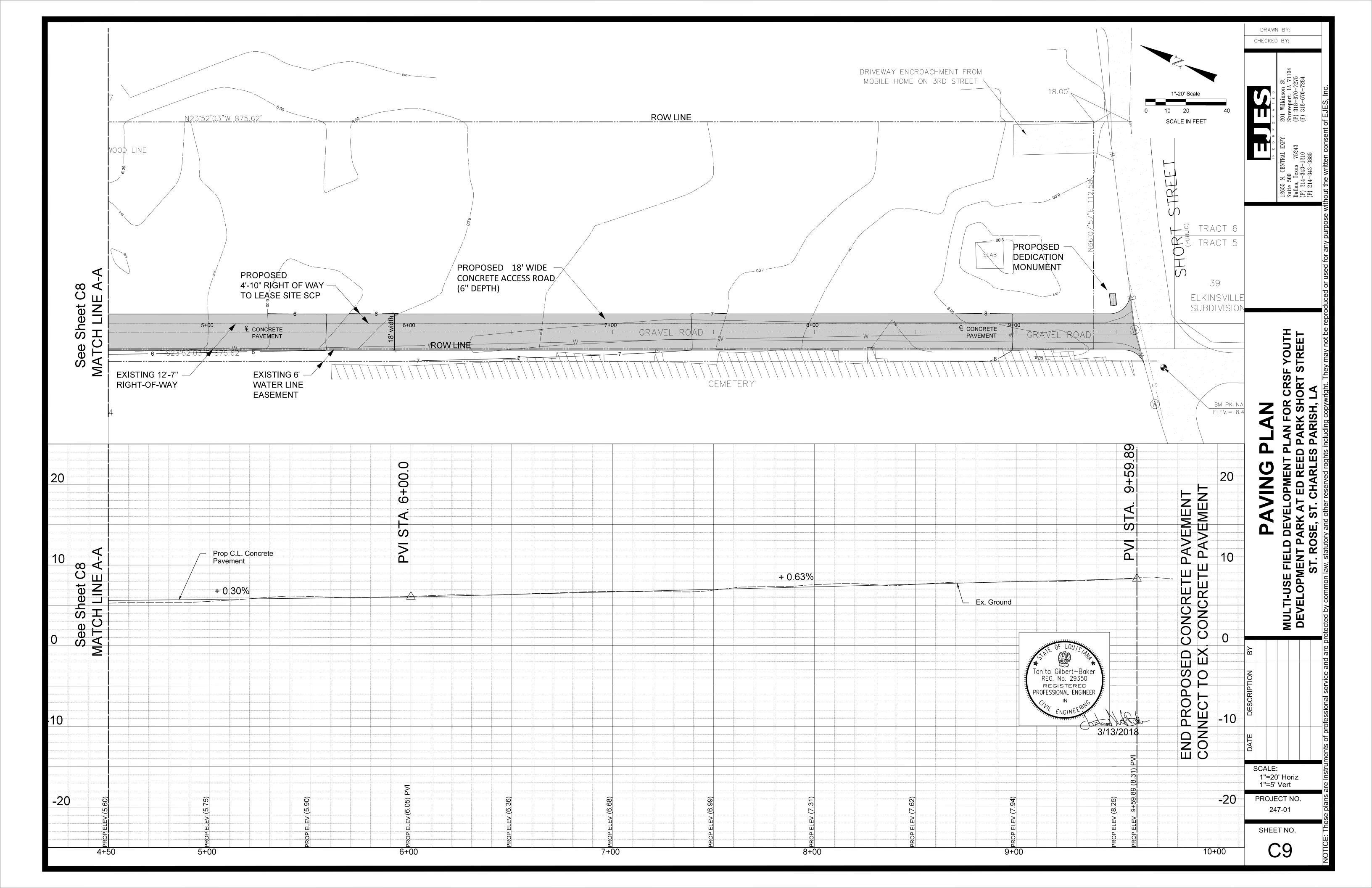


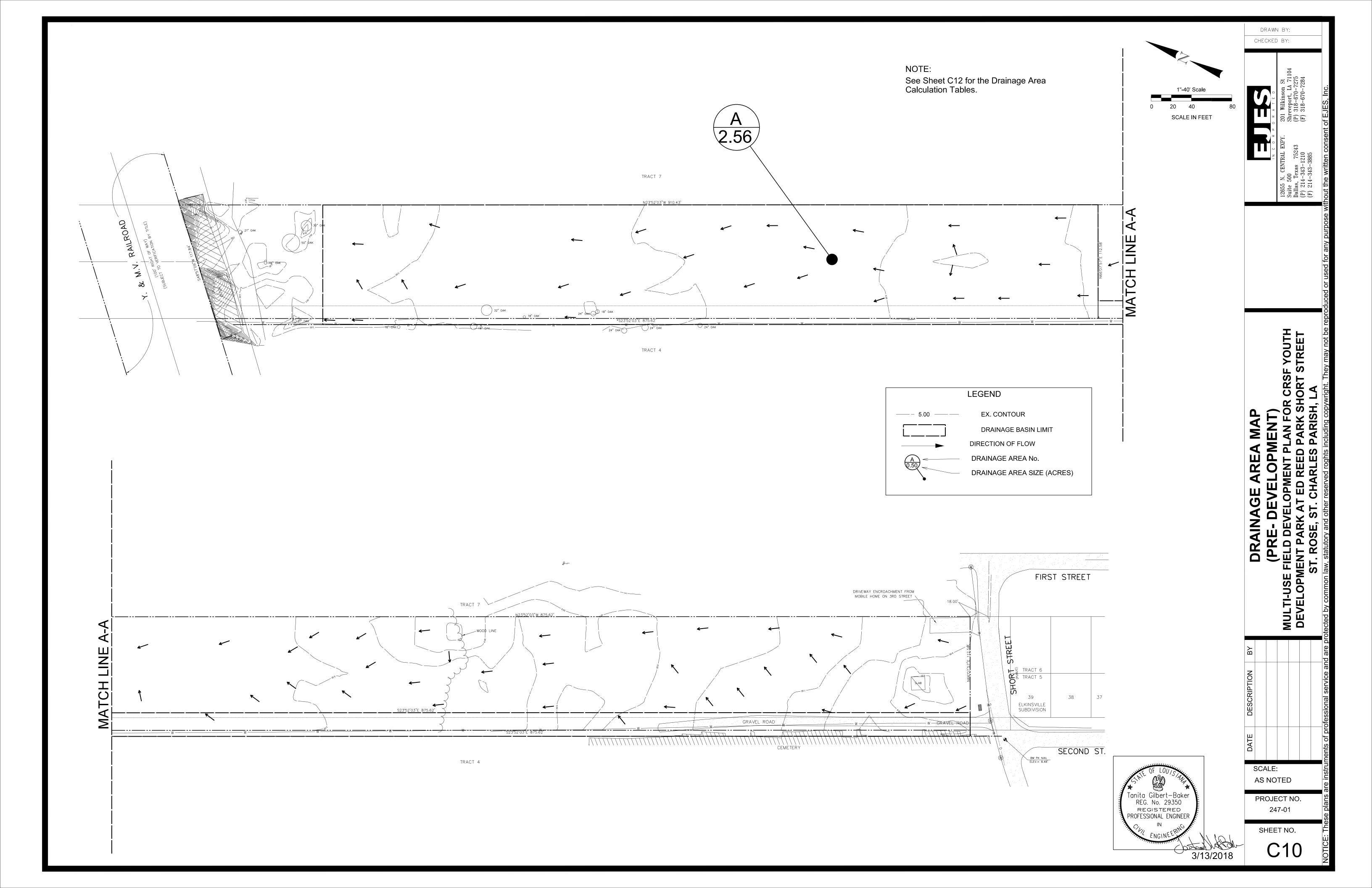


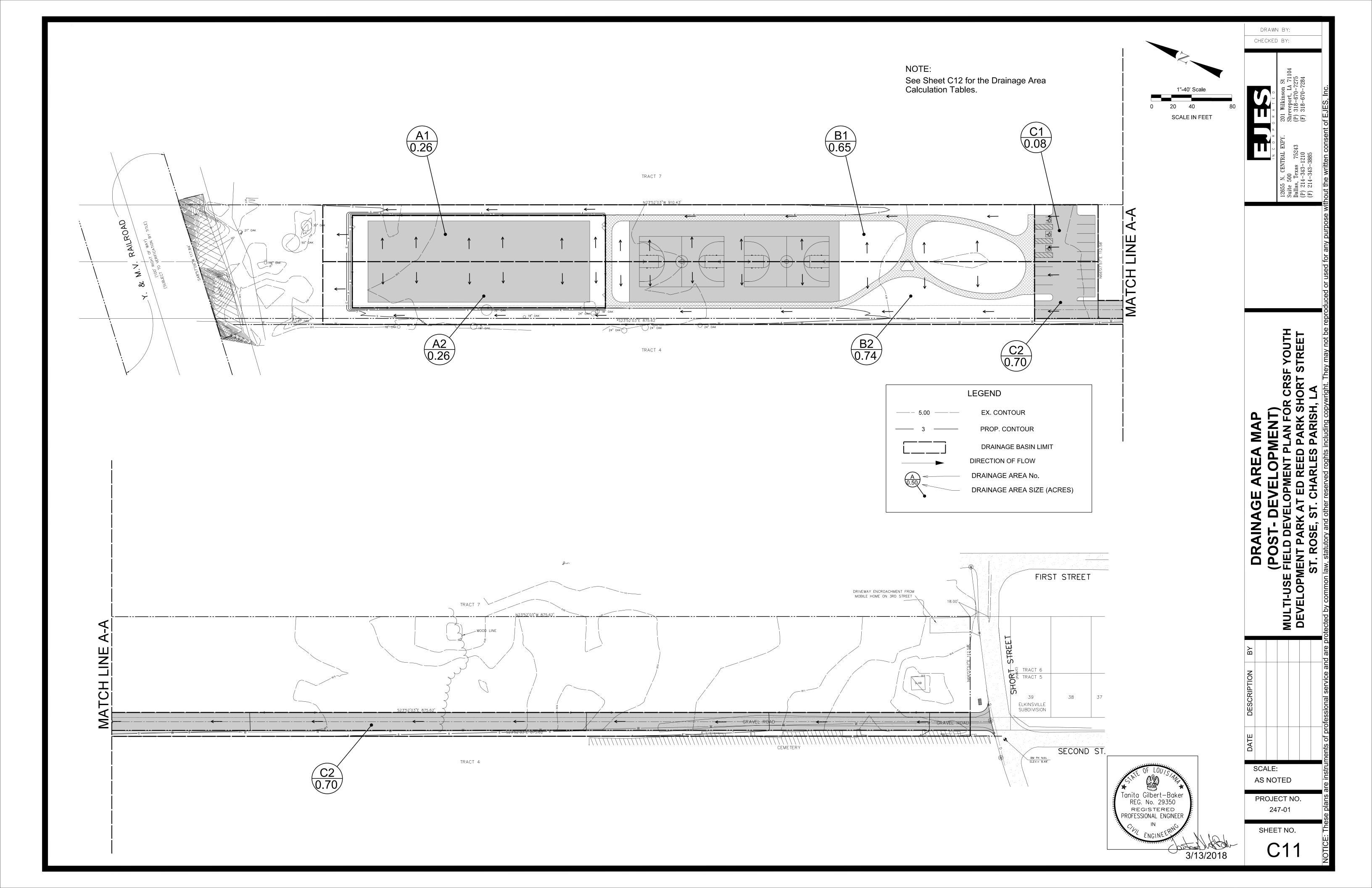












				AREA CALCUI ST - DEVELOP		LE		
DESIGNATION	AREA	RUNOFF COEFF	TIME OF CONC.	INTENSITY	RUNOFF	CUMULATIVE RUNOFF		
DA	Area (Ac)	С	Tc (min)	l(10) (in/hr)	Q(10) (cfs)	Q(10) (cfs)	COMMENT	
A1	0.26	0.30	10	5.5	0.43	0.86	RUNOFF FROM THE PROP. TURF TO DITCH	
A2	0.26	0.30	10	5.5	0.43	0.80		
B1	0.65	0.30	10	5.5	1.09		RUNOFF FROM THE	
B2	0.74	0.30	10	5.5	1.22	2.29	PROP. FIELD AND PLAYGROUND TO DITCH	
C1	0.08	0.60	10	5.5	0.26		RUNOFF FROM THE PROP. CONCRETE	
C2	0.70	0.60	10	5.5	2.31	2.57	ACCESS ROAD	
		G	RAND TOTA	L Q (cfs)	5.73	5.73	ALL RUNOFF FLOWS TO DITCH NORTH OF PROJECT LOCATION	

DRAINAGE AREA CALCULATION TABLE (PRE-DEVELOPMENT)							
DESIGNATION	AREA	RUNOFF COEFF	TIME OF CONC.	INTENSITY	RUNOFF	CUMULATIVE RUNOFF	
DA	Area (Ac)	С	Tc (min)	l(10) (in/hr)	Q(100) (cfs)	Q(100) (cfs)	COMMENT
А	2.56	0.20	10	5.50	2.82	2.82	FLOWS TO EX. DITCH NORTH OF PROPERTY
				TOTAL Q (cfs)	2.82	2.82	

DRAINAGE AREA CALCULATION TABLES
MULTI-USE FIELD DEVELOPMENT PLAN FOR CRSF YOUTH
DEVELOPMENT PARK AT ED REED PARK SHORT STREET
ST. ROSE, ST. CHARLES PARISH, LA
statutory and other reserved roghts including copywright. They may not be rep

DRAWN BY: CHECKED BY:

247-01

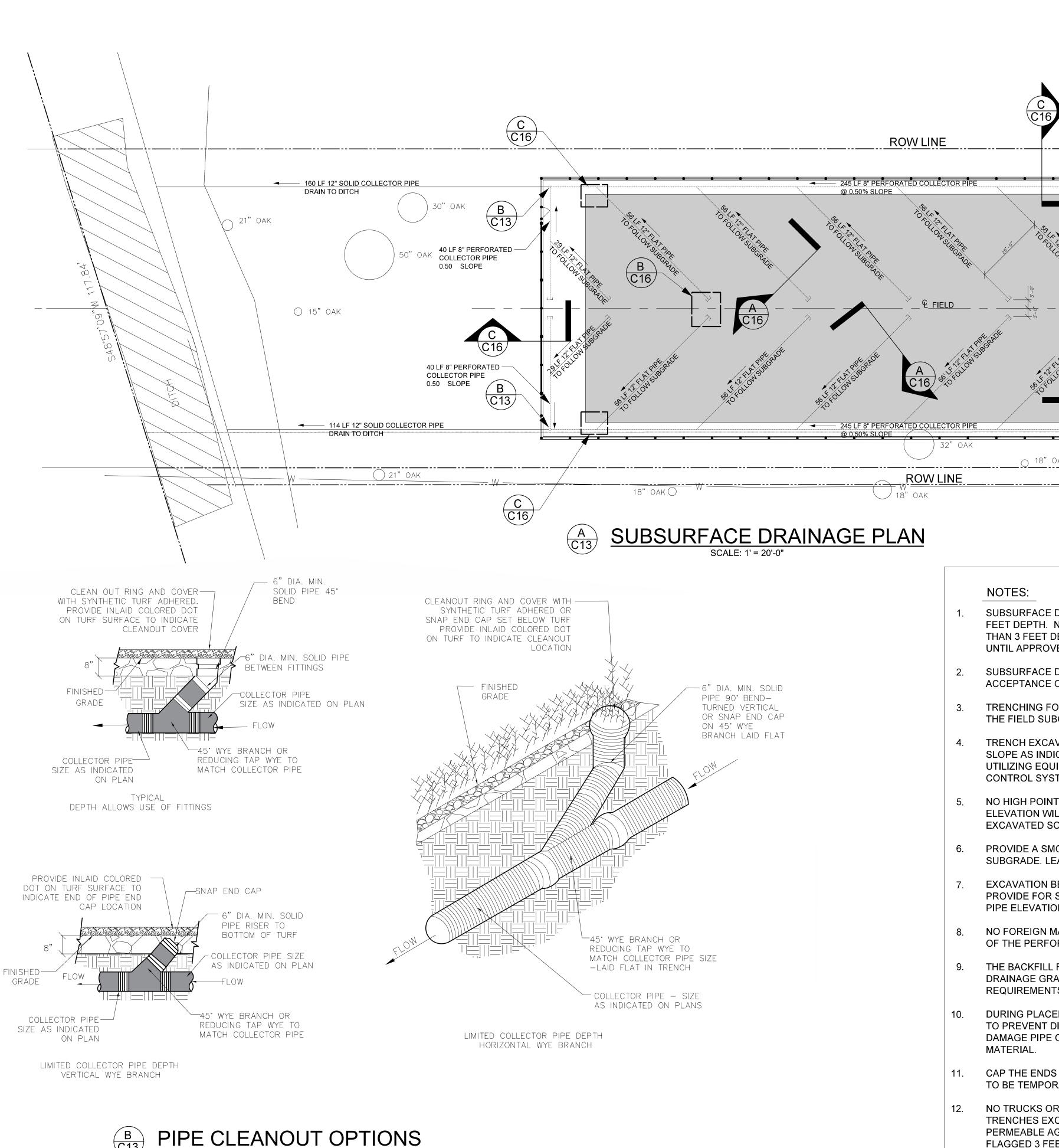
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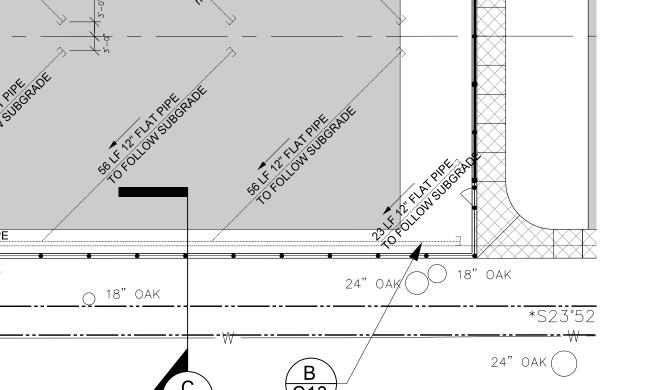
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PROJECT NO.

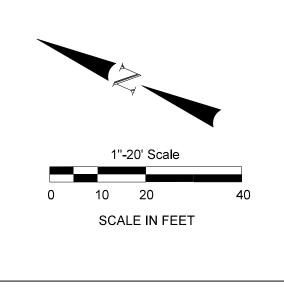
Tanita Gilbert-Baker REG. No. 29350 REGISTERED PROFESSIONAL ENGINEER

SHEET NO. C12





- SUBSURFACE DRAINAGE COLLECTOR PIPE INVERT SHALL NOT EXCEED THREE (3) FEET DEPTH. NOTIFY ENGINEER IF PIPE LAYOUT INDICATES INVERT WILL BE GREATER THAN 3 FEET DEPTH. DO NOT EXCAVATE MORE THAN THREE (3) FEET OR INSTALL PIPE UNTIL APPROVED.
- SUBSURFACE DRAINAGE COLLECTOR PIPE CAN BE INSTALLED PRIOR TO FINAL ACCEPTANCE OF THE FIELD SUBGRADE.
- TRENCHING FOR THE SUBSURFACE DRAINAGE LATERALS SHALL NOT PROCEED UNTIL THE FIELD SUBGRADE IS APPROVED BY ENGINEER.
- TRENCH EXCAVATION SHALL BE MADE TO THE ALIGNMENT, ELEVATION, GRADE AND SLOPE AS INDICATED ON THE DRAWINGS. TRENCHING SHALL BE ACCOMPLISHED UTILIZING EQUIPEMENT WITH SLOPE AND DEPTH CONTROL, SUCH AS "LASER PLANE CONTROL SYSTEM", SO AS TO ENSURE ACCURACY IN THE BOTTOM OF THE TRENCH.
- NO HIGH POINTS ABOVE DESIGNATED INVERT OR CALCULATED TRENCH BOTTOM ELEVATION WILL BE PERMITTED. NO SLOUGHING OF SITE MATERIAL OR LOOSE EXCAVATED SOIL WILL BE PERMITTED TO REMAIN IN THE TRENCHES.
- PROVIDE A SMOOTH EVEN SUBGRADE AFTER REMOVAL OF THE TRENCH MATERIAL SUBGRADE. LEAVE NO LOOSE MATERIAL ON THE SUBGRADE.
- EXCAVATION BELOW INVERT GRADE MUST BE ESTABLISHED TO A DEPTH SO AS TO PROVIDE FOR SPECIFIED PLACEMENT OF DRAINAGE GRAVEL BEDDING AT BOTTOM OF PIPE ELEVATION PRIOR TO LAYING THE PERFORATED PIPE.
- NO FOREIGN MATERIAL WILL BE PERMITTED INSIDE, ALONGSIDE, UNDER OR ON TOP OF THE PERFORATED DRAIN PIPE.
- THE BACKFILL FOR PERFORATED COLLECTOR PIPE SHALL BE CLEAN WASHED DRAINAGE GRAVEL. REFER TO THE SPECIFICATIONS FOR THE GRADATION REQUIREMENTS.
- DURING PLACEMENT OF SPECIFIED TRENCH BACKFILL, PIPE MUST BE HELD IN PLACE TO PREVENT DISPLACEMENT AND PROVIDE SPECIFIED INVERT ELEVATION. DO NOT DAMAGE PIPE OR ALLOW PIPE TO BE DISPLACED BY PLACEMENT OF BACKFILL
- CAP THE ENDS OF ALL LATERAL RUNS. ALL OPEN ENDS DURING CONSTRUCTION ARE TO BE TEMPORARILY CAPPED OR PLUGGED.
- NO TRUCKS OR EQUIPMENT WILL BE ALLOWED TO DRIVE OVER THE TOP OF THE TRENCHES EXCEPT TRACK-EQUIPPED MACHINERY UTILIZED IN SPREADING IMPORTED PERMEABLE AGGREGATE MATERIALS BACKFILLED TRENCHES ARE TO BE STAKED AND FLAGGED 3 FEET ABOVE GRADE AT MAXIMUM 30 FEET SPACING FOR IDENTITY.



LEGEND END CAP FLAT PERF. CORR. HDPE DRAIN PIPE ROUND PERP. CORR. SMOOTH WALL HDPE COLLECTOR PIPE ROUND SOLID CORR. SMOOTH WALL HDPE COLLECTOR PIPE SLOPE CLEAN OUT (CO)

> CR. Ш EVEL RK A E, ST DI AF SE FIELD MENT P. ST. RO MULTI-USE DEVELOPI

DRAWN BY: CHECKED BY:

SCALE:

AS NOTED

Tanita Gilbert-Baker

REG. No. 29350

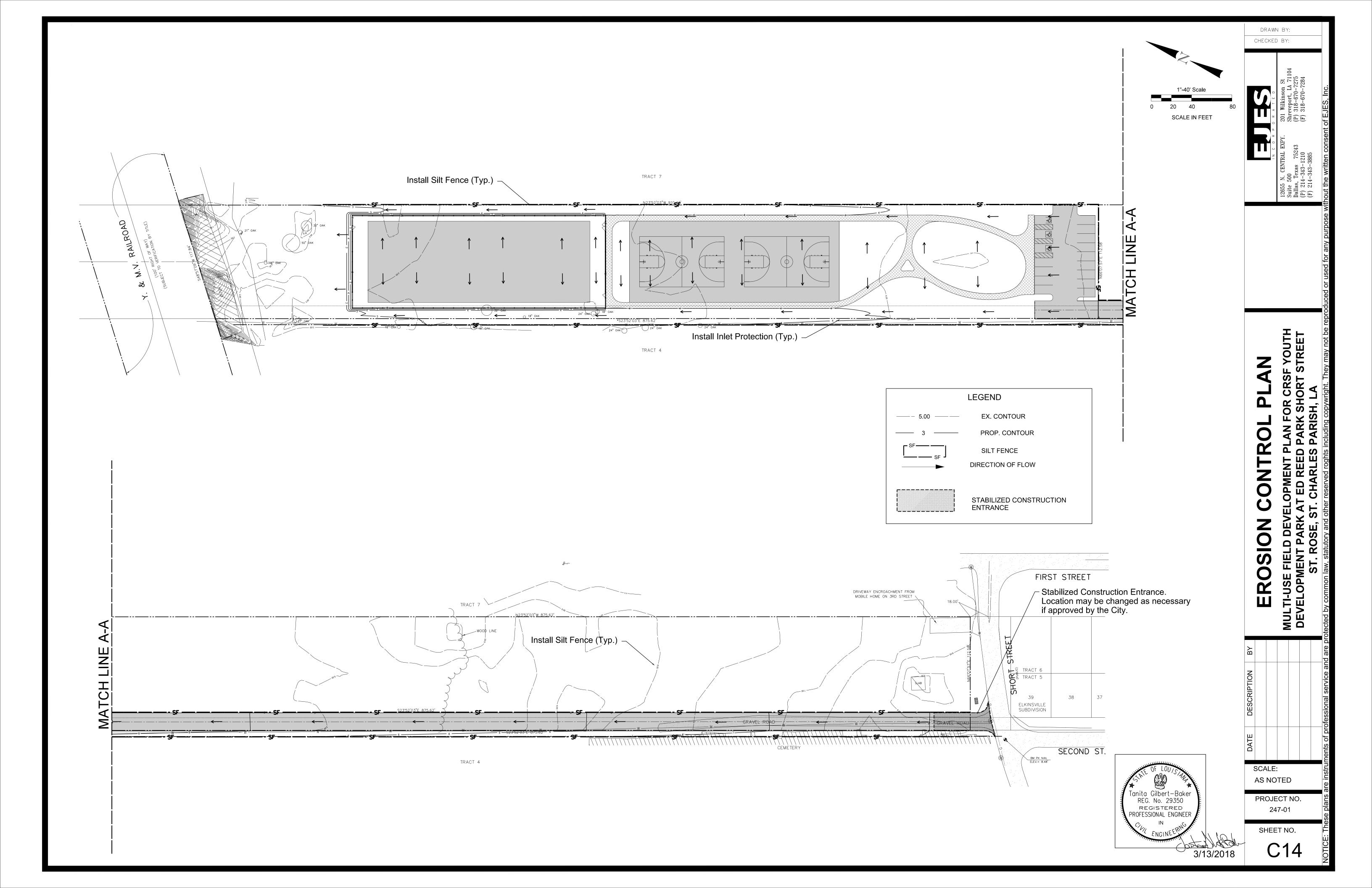
REGISTERED PROFESSIONAL ENGINEER

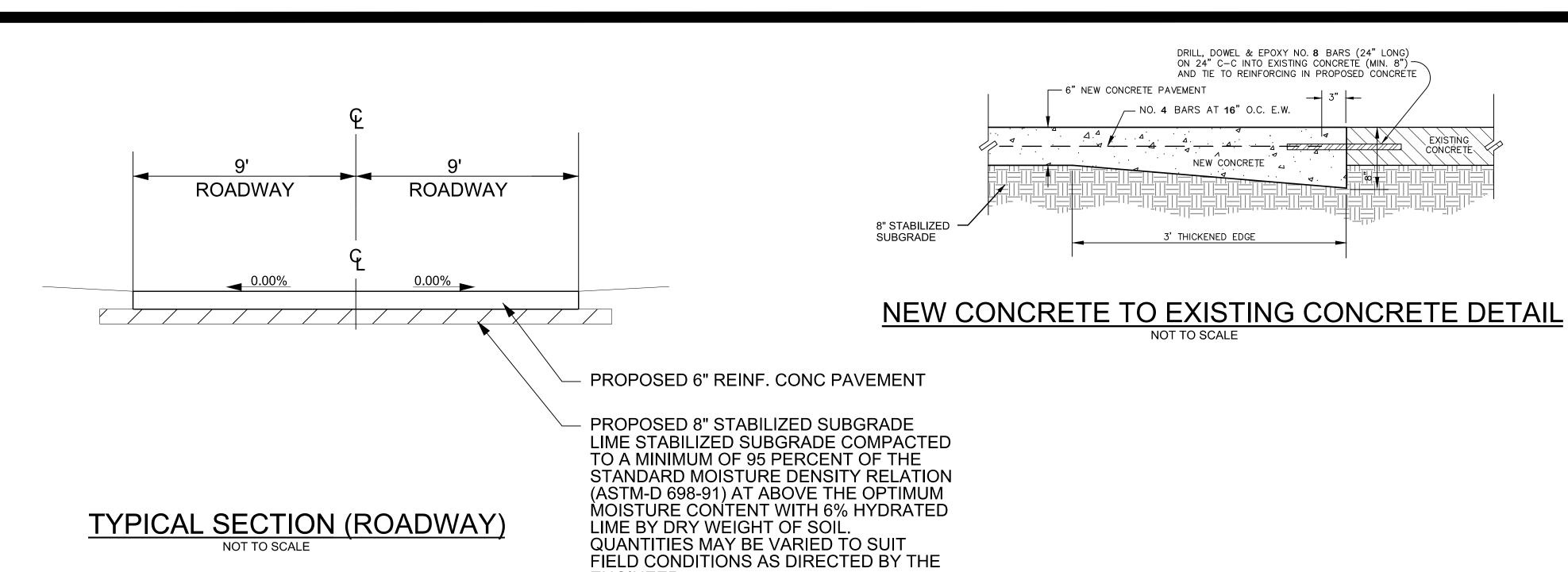
3/13/2018

PROJECT NO. 247-01

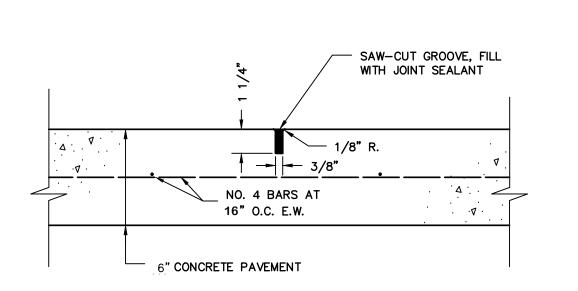
SHEET NO.

C13

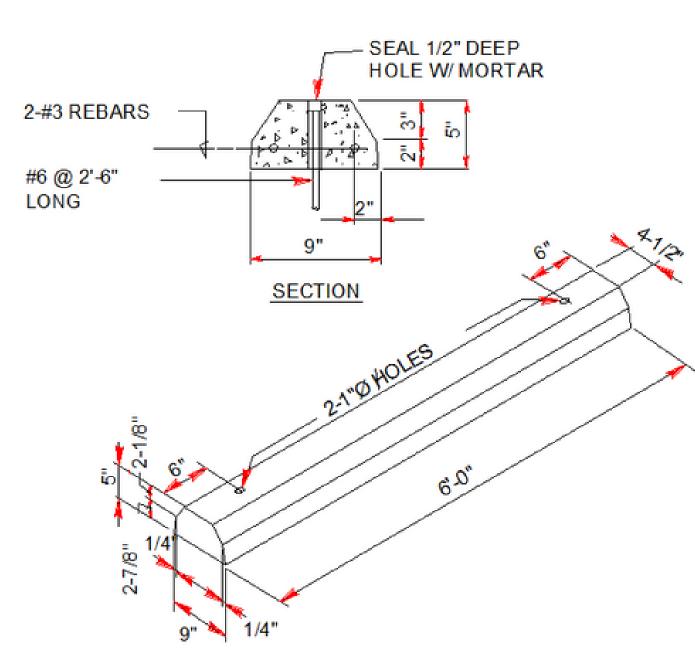




ENGINEER.



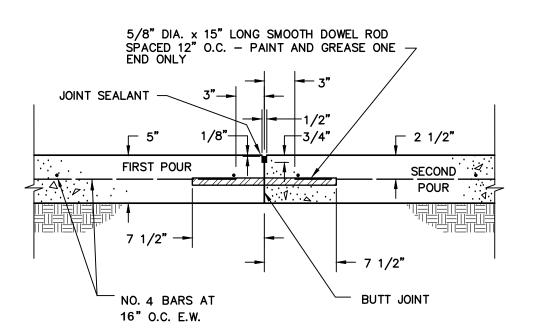
CONTRACTION JOINT DETAIL



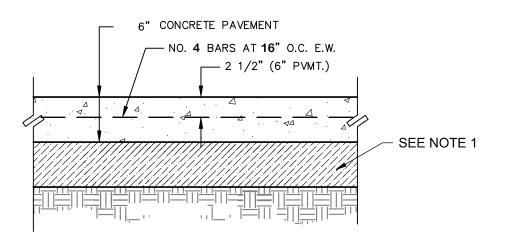
PRECAST CONCRETE WHEEL STOP

NOTES

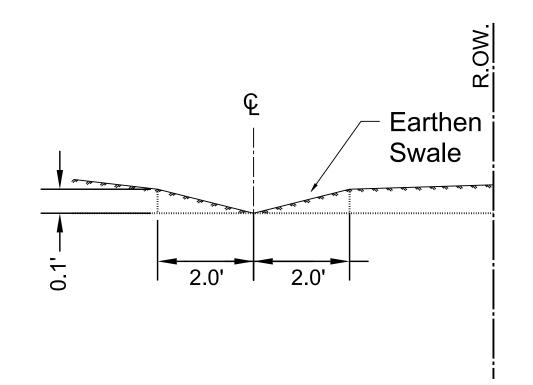
- THE CONTRACTOR SHALL REFER TO "GEOTECHNICAL INVESTIGATION" REPORT FOR ANTICIPATED SUBSURFACE CONDITIONS AND DETAILS CONCERNING SUB-GRADE
- 2. THE PROPOSED PAVEMENT IS REINFORCED
- 3. PLACE BOLLARDS AT 5 FEET INTERVALS C-C



CONTRUCTION JOINT DETAIL



CONCRETE PAVEMENT SECTION DETAIL







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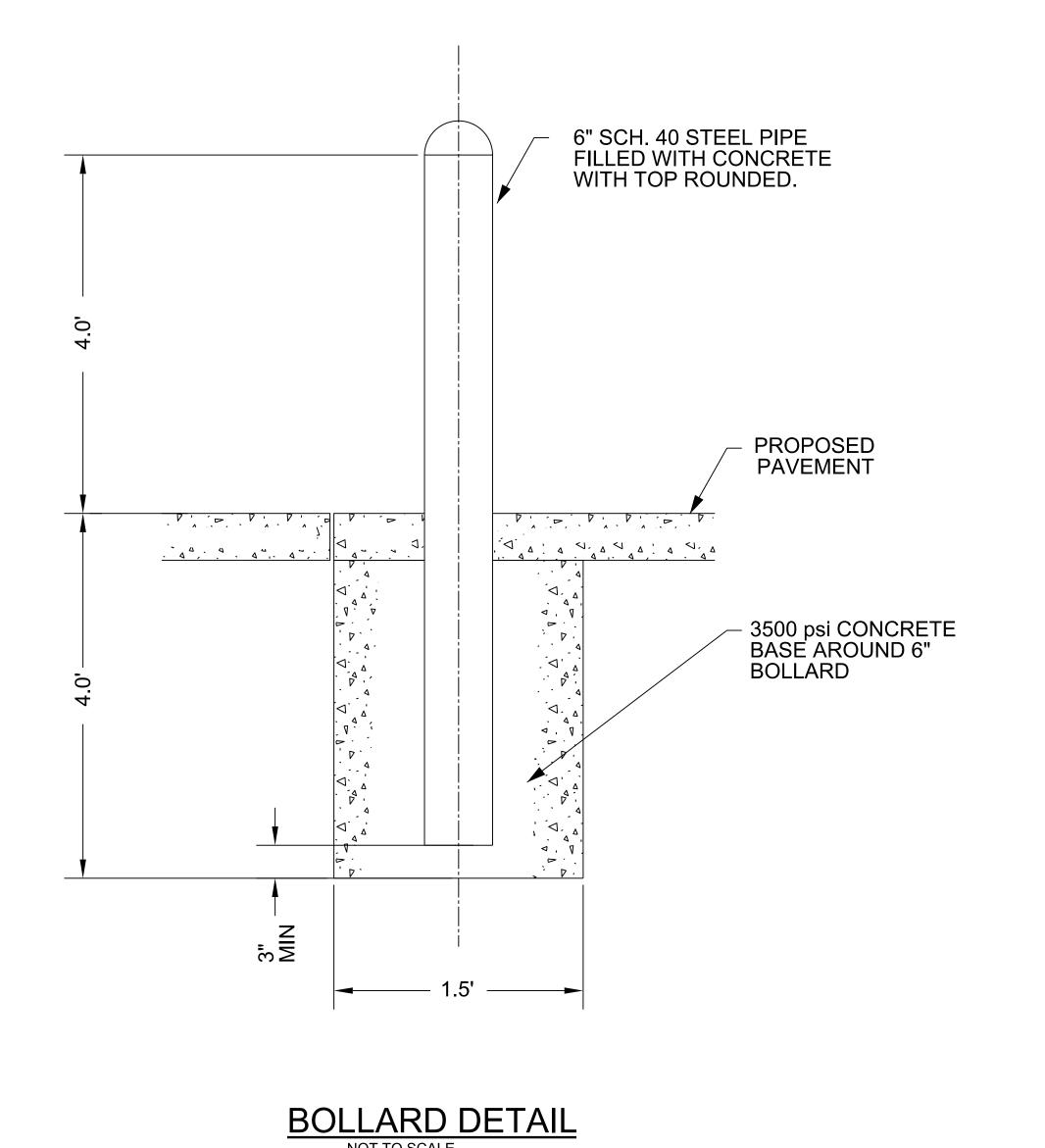
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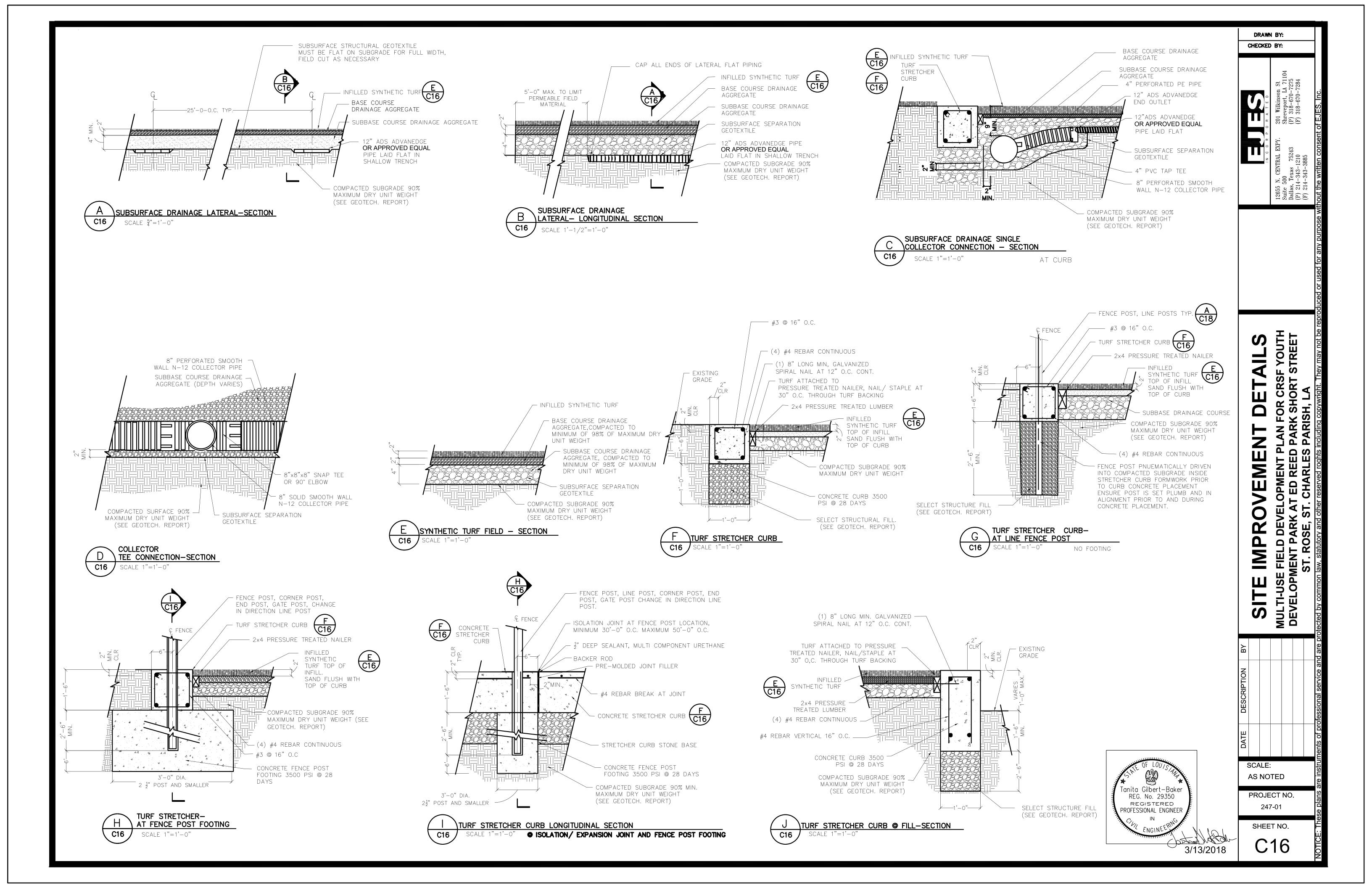
FOR CRSF YOUTH K SHORT STREET

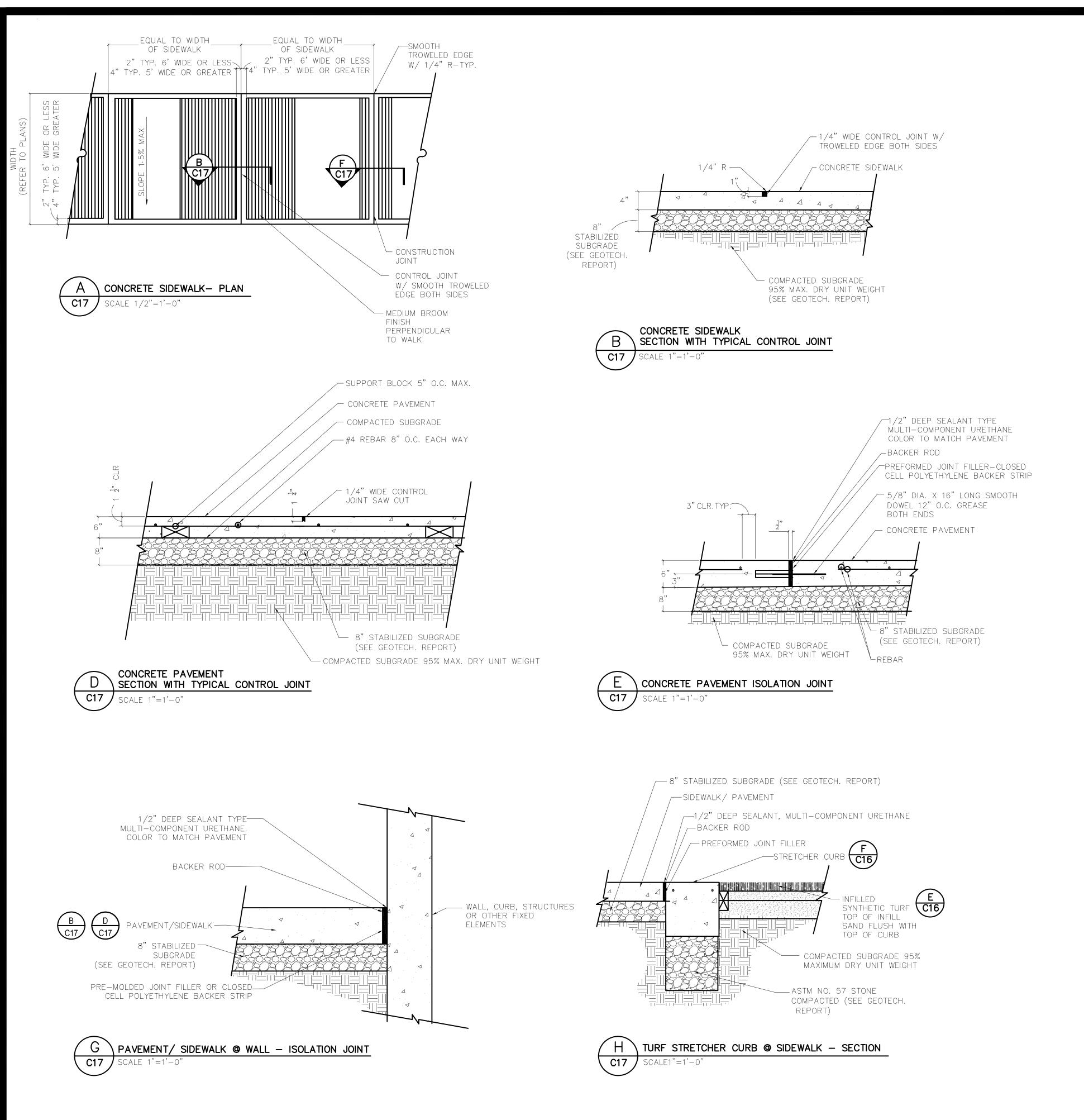
MULTI-USE F DEVELOPME

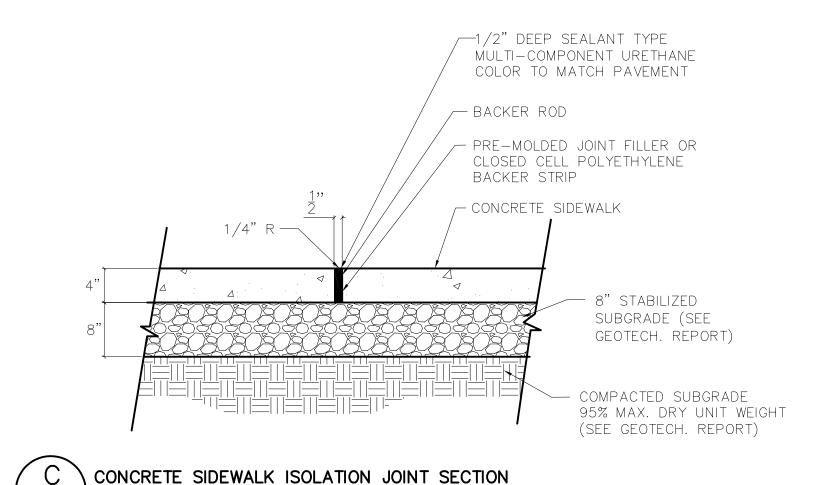
SCALE: NOT APPLICABLE PROJECT NO. 247-01

SHEET NO. C15









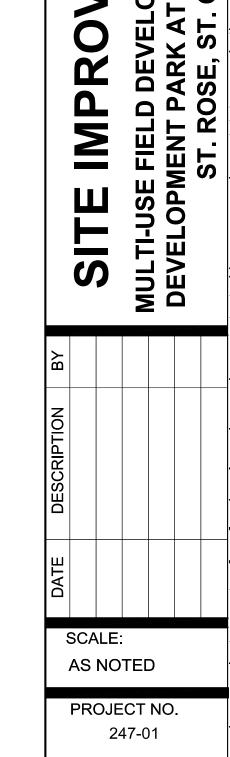
CONCRETE PAVEMENT/ SIDEWALK B C17 SAWN OR TROWELED TO MATCH CONTROL JOINTS - LOCATE CONSTRUCTION JOINT AT TYPICAL CONTROL JOINT LOCATION —1/4" W X T/4 DEEP 8" STABILIZED SUBGRADE (SEE GEOTECH. REPORT) COMPACTED SUBGRADE 95% MAX. DRY UNIT WEIGHT (SEE GEOTECH. REPORT)

CONCRETE PAVEMENT /
SIDEWALK CONSTRUCTION JOINT SECTION C17 SCALE 1"=1'-0"

> *T = 4" SIDEWALK (CONCRETE) *T = 6" PAVEMENT (CONCRETE)

C17

SCALE 1"=1'-0"



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F YOUTH STREET

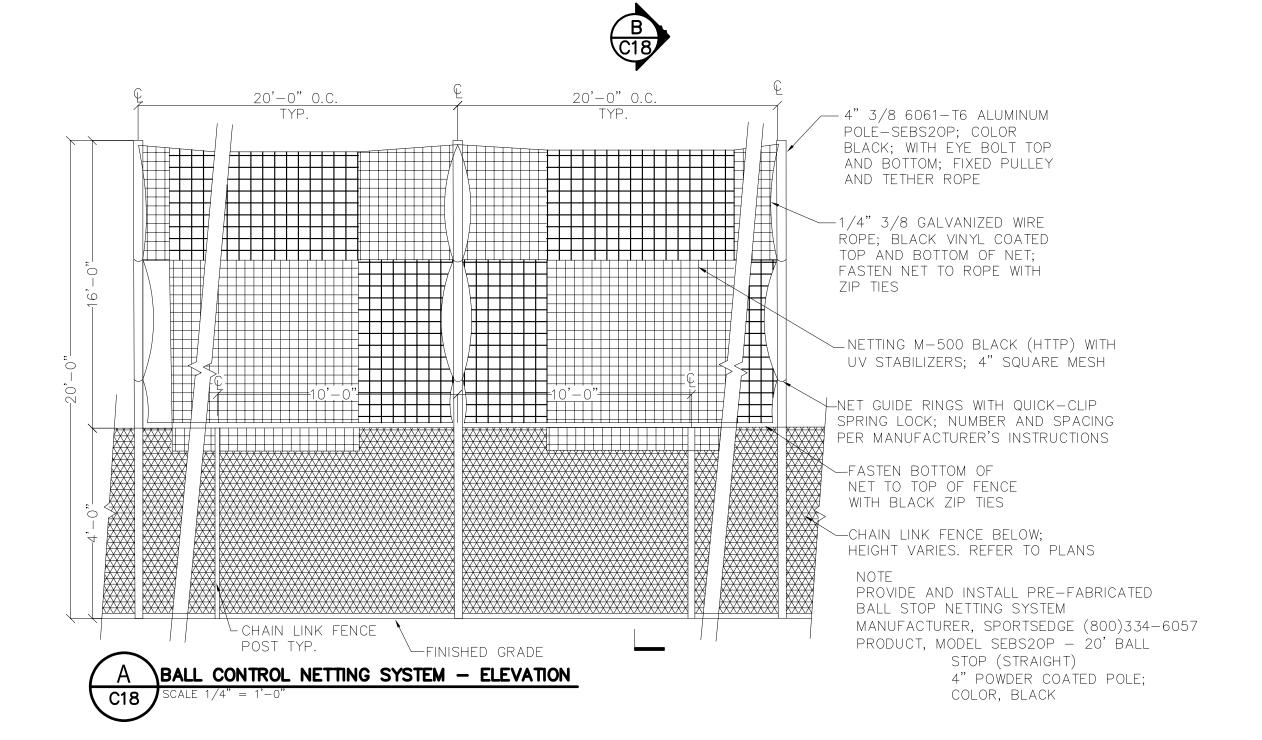
OPMENT PLAN FOR CRSF T ED REED PARK SHORT S CHARLES PARISH, LA

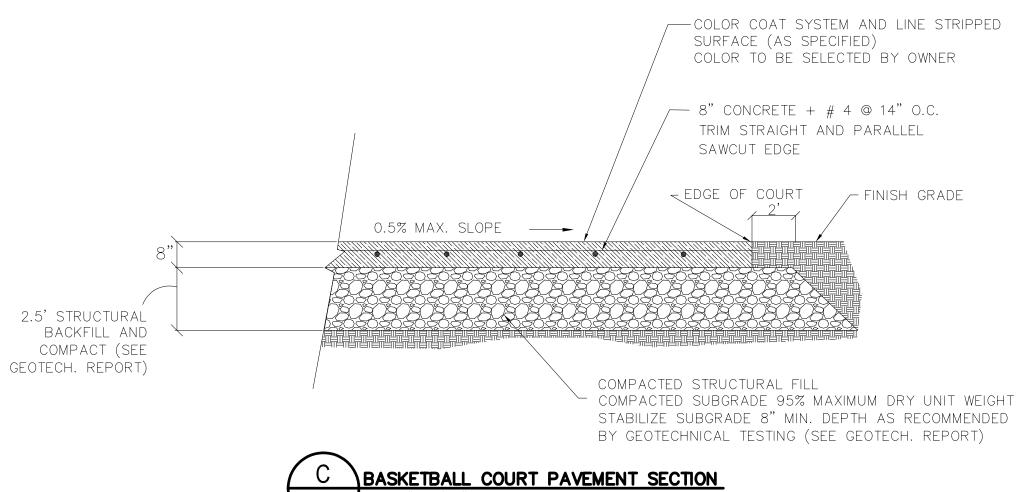
VEME

CHECKED BY:

Tanita Gilbert—Baker REG. No. 29350 REGISTERED PROFESSIONAL ENGINEER

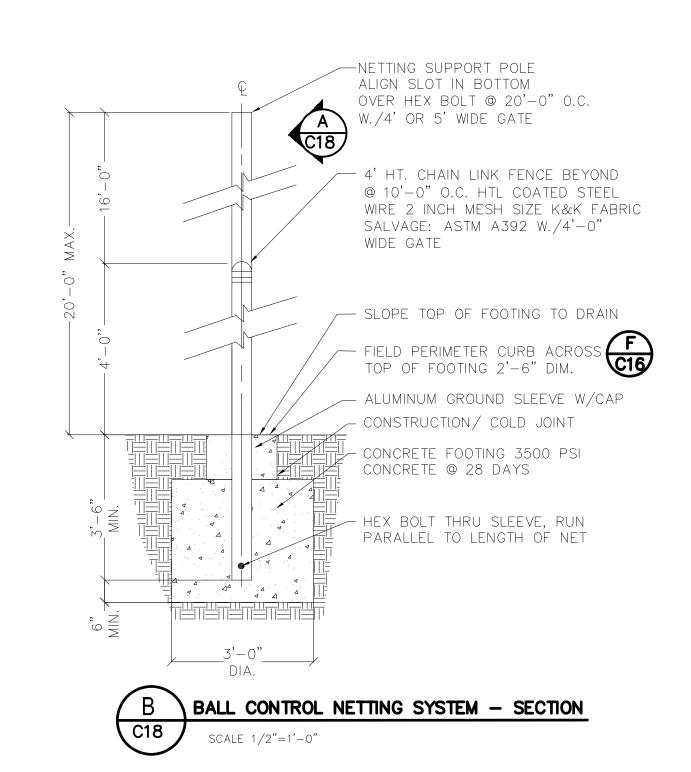
SHEET NO.

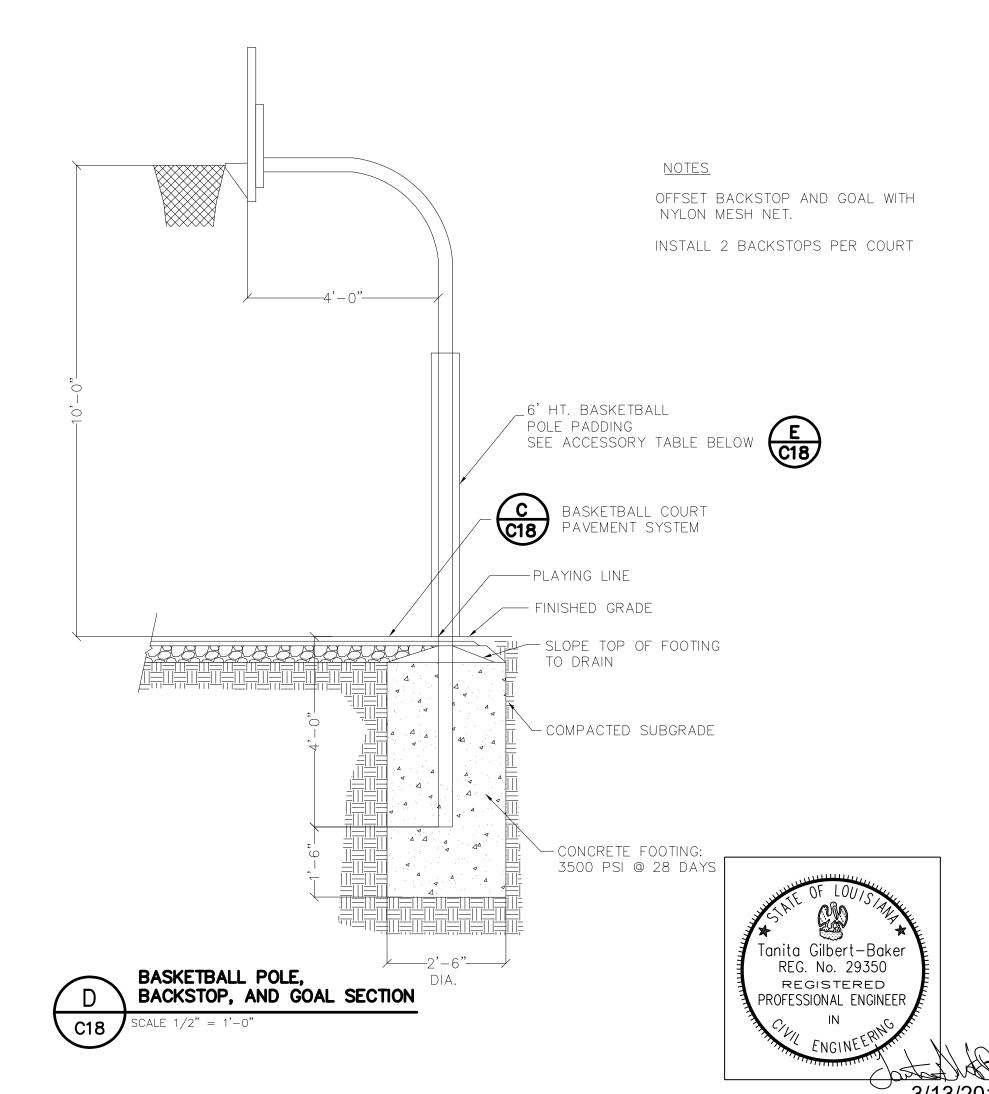




TYPE	QTY.	MANUFACTURER/MODEL/DESCRIPTION	REPRESENTATIVE/CONTACT INFORMATION
BASKETBALL PADDING	4 PADS	SPORTSEDGE 6' HT. GOAL POST PAD MODEL #SEP502 COLOR YELLOW	SPORTS EDGE BRANDON MOOSE BRANDON.MOOSE@SPORTSEDGE.COM P. 800-334-6057 M. 214-531-2519
BASKETBALL POST, BACKBOARD & GOAL	4	SPORTSEDGE JAYPRO PAN SHAPED BOARD MODEL #996-FABT-5R COLOR, WHITE	SPORTS EDGE BRANDON MOOSE BRANDON.MOOSE@SPORTSEDGE.COM P. 800-334-6057 M. 214-551-2519

FIELD ACCESSORIES AND EQUIPMENT SCHEDULE





F YOUTH STREET FOR (K SH(LOPMENT PLAN F AT ED REED PARK F. CHARLES PARIS /EME MULTI-USE FIELD DEVELO DEVELOPMENT PARK AT ST. ROSE, ST. SCALE: AS NOTED PROJECT NO. 247-01

DRAWN BY:

