

**COOPERATIVE ENDEAVOR AGREEMENT**

**UNITED STATES OF AMERICA**

**BY ESPERANZA LAND, L.L.C.**

**STATE OF LOUISIANA**

**AND ST. CHARLES PARISH**

**PARISH OF ST. CHARLES**

\* \* \* \* \*

**BE IT KNOWN**, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2019;

**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:**

**ESPERANZA LAND, L.L.C.**, a Louisiana limited liability company domiciled in Luling, St. Charles Parish, Louisiana, appearing herein through Debra Dufresne Vial, duly authorized, and whose mailing address is 14305 River Road, Luling, Louisiana;

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, ESPERANZA LAND, L.L.C.** owns property located on the west bank of St. Charles Parish, southwest of LA Highway 3127;

**WHEREAS**, there are a large number of privately owned and operated MODAD units on the west bank of St. Charles Parish which are operated independently of the St. Charles Parish Wastewater System;

**WHEREAS**, the St. Charles Parish West Bank Sewerage Treatment Facilities are reaching maximum capacity;

**WHEREAS**, any significant growth on the west bank of St. Charles Parish will overburden the current capacity of the existing sewerage treatment facilities;

**WHEREAS, ST. CHARLES PARISH** is investigating the possibility of locating and operating an oxidation pond on Esperanza Land, L.L.C.'s property to reduce the load on the West Bank Sewerage Treatment Facilities and to remove the need for the numerous independently operated MODAD units, all for the public's use and benefit;

**WHEREAS**, in order to determine the feasibility of an oxidation pond, certain technical jobs and tasks must be completed, including surveying, geotechnical studies and wetland delineations, all of which require access to Esperanza Land, L.L.C.'s property;

**WHEREAS, ESPERANZA LAND, L.L.C.** is willing to grant access to **ST. CHARLES PARISH** and its contractors for the above purposes conditioned on **ST. CHARLES PARISH** holding it harmless and indemnifying it against any and all claims, causes of action and damages including all attorney fees and costs which may arise out of and from the grant of access.

**WHEREFORE, IN FURTHERANCE OF THE PUBLIC PURPOSES** stated above, **ESPERANZA LAND, L.L.C.** and **ST. CHARLES PARISH** agree as follows:

**1.**

**ESPERANZA LAND, L.L.C.** hereby grants **ST. CHARLES PARISH** and its third-party contractors all necessary authorities, permissions and approvals to access its property generally located southwest of LA Highway 3127, in Luling, St. Charles Parish, Louisiana, as more particularly depicted on Exhibit A attached hereto, for the purpose of performing surveying work, geotechnical studies and wetlands delineations for the purpose of determining the feasibility of locating an oxidation pond on said property for the benefit of **ST. CHARLES PARISH**;

**2.**

**ST. CHARLES PARISH** hereby agrees to hold harmless and indemnify **ESPERANZA LAND, L.L.C.** from and against any and all claims, causes of action and damages, including all attorney fees and costs, which may arise out of omission of **ST. CHARLES PARISH** and its third-party contractors performing the above-described work on its properties.

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

**ESPERANZA LAND, L.L.C.**

**ST. CHARLES PARISH**

BY: \_\_\_\_\_  
**DEBRA DUFRESNE VIAL**

\_\_\_\_\_  
**LARRY COCHRAN**  
**PRESIDENT**

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

WITNESS: \_\_\_\_\_

WITNESS: \_\_\_\_\_

PRINTED: \_\_\_\_\_

PRINTED: \_\_\_\_\_

WITNESS: \_\_\_\_\_

WITNESS: \_\_\_\_\_

PRINTED: \_\_\_\_\_

PRINTED: \_\_\_\_\_