

Cooperative Endeavor Agreement
Between
State of Louisiana, Division of Administration, Office of Community Development ("OCD")
and
Road Home Corporation dba Louisiana Land Trust
and
City of West Monroe

For
Louisiana Watershed Initiative
Buyout Program

- I. Parties.** This Cooperative Endeavor Agreement ("Agreement") is entered by and between the State of Louisiana, Division of Administration, Office of Community Development ("OCD"), and Road Home Corporation, a Louisiana Non-Profit Corporation, doing business as Louisiana Land Trust, hereinafter sometimes referred to as ("LLT"), and City of West Monroe (hereinafter sometimes referred to as the "Local Participating Government" or "LPG"), each represented by their undersigned authorized representatives. This Agreement is effective as of the date on which all Parties have affixed their signature. OCD, LLT and the LPG may sometimes be collectively referred to as the "Parties" and individually, as a "Party".
- II. Purpose of Agreement.** The purpose of this Agreement is to facilitate the implementation of a voluntary buyout and housing incentive program ("the Program") by OCD, through which LLT will acquire eligible properties, clear the properties of any structures prohibited by the program, and transfer the property subject to open space deed restrictions in accordance with the program requirements. This Agreement details the disposition of property acquired through the Program.

The Program will benefit the LPG by reducing areas subject to flood damage and expanding areas to assist in flood control and mitigation.

The parties acknowledge the following:

- No funds are obligated by or to any Party under this Agreement.
- The LPG has proposed the geographic area in which it desires the Program to be made available.
- OCD, with the assistance of LLT, will administer the Program; LLT's participation is the subject of a separate cooperative endeavor agreement between OCD and LLT which is not amended or modified by this Agreement.
- The LPG will participate in outreach efforts to maximize local public awareness and participation in the Program.

- The LPG is aware that in proposing the Program, it is obligating itself to be responsible for the disposition of the property acquired through the Program in a manner consistent with the Program requirements.
- The LLT is aware that demolition of any of the prohibited structures, located on properties received from eligible buyout grant recipients, must be consistent with Program requirements.
- Demolition by LLT will be limited to the structures on individual parcels acquired; LPG will be responsible for demolition and removal of all other improvements (i.e. streets and roads, utility service) appropriate for area ultimately purchased and modification of topography as may be necessary for incorporation of the area into the flood plans. The parties may include a separate addendum to this Agreement listing specific measures to be undertaken by the LPG.
- The LPG shall accept ownership of the property, or alternatively may designate another political subdivision, land trust or similar non-profit (LPG's Designee) to accept ownership of the property, subject to the open space deed restrictions included in the open space conservation servitude required by the Program; the property may not thereafter be transferred without the written consent of the Executive Director of OCD.
- The LPG is responsible for monitoring the property for compliance with the Conservation Servitude and enforcing removal of any prohibited structures in violation of the terms of the conservation servitude encumbering the acquired property.

III. Commitment of LPG: LPG's obligations relating to the disposition of the property and compliance with the deed restrictions are detailed more fully in the Statement of Work in Exhibit A. Prior to initiating any activities under the Statement of Work, detailed in attached Exhibit A, the LPG shall coordinate with LLT and OCD and submit for approval any approaches, policies, and procedures which OCD and LLT deems appropriate in furtherance of this Agreement. All activities under this Agreement must be compliant with, and within the scope of, the federal appropriations, federal regulations, federal register notice requirements and approved action plans which are applicable to the CDBG funded real estate transferred in this Agreement.

IV. Designated Area for Program: Certain portions of the Mount Gilead Subdivision, Heard Subdivision JF 1st ADDN, Parkwood ADDN and West Monroe Commercial Center located in the City of West Monroe. See attached Exhibit B. If OCD determines that there is insufficient participation of eligible property owners in the designated area, it may either reduce the area in which they Program is offered or discontinue the Program.

V. Program Budget: \$10,000,000, inclusive of administrative and program delivery expenses of OCD and LLT.

VI. Recitals

WHEREAS, Article VII, Section 14 (c) of the Constitution of the State of Louisiana provides, “For a public purpose, the State of Louisiana and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual”, and

WHEREAS on February 9, 2018, the President signed Public Law 115-123, which included an appropriation of \$28 billion to HUD, of which HUD allocated \$1,213,917,000 of Community Development Block Grant (“CDBG”) funds to the State of Louisiana for the specific purpose of mitigation activities (“CDBG-MIT”). Federal requirements for this funding were published in the Federal Register. 84 FR 45838 (August 2019), and

WHEREAS on February 20, 2020, HUD approved Louisiana’s Master Action Plan for the Utilization of CDBG-MIT Funds (the “Action Plan”) in the amount of \$1,213,917,000 and the Action Plan has an allocation of \$327,757,590 to State Projects and Programs, and

WHEREAS the State of Louisiana will conduct large-area buyouts for families within repetitive loss areas, areas subject to moderate or high flood risk and/or within FEMA designated floodways, and

WHEREAS, pursuant to Louisiana Revised Statute §40:600.61 et seq., the Louisiana Road Home Corporation was created for the health and welfare of the public, the acquisition, disposition, purchase, renovation, improvement, leasing, or expansion of housing stock. The Louisiana Road Home Corporation is a Louisiana non-profit corporation doing business as the Louisiana Land Trust.

WHEREAS, the goal of the CDBG-MIT buyout program is to mitigate future risks and damages resulting from flooding and other impacts from disasters by buying out high-risk properties and returning these properties to open and/or green space.

WHEREAS, the actions of the OCD, LLT and the LPG will result in a public benefit described in detail in this Agreement not disproportionate to the consideration of this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual representations, warranties, and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

VII. PARTY RESPONSIBILITIES

State of Louisiana, Division of Administration, Office of Community Development
 (“OCD” or “State”)

To administer the CDBG-MIT program, under the terms of its Grant Agreement with HUD, and, in compliance with this Grant Agreement, OCD will provide oversight management of the mitigation buyout program including outreach, citizen participation, grant applicant eligibility, targeted property environmental reviews, property eligibility reviews, program

policy development, and ongoing technical assistance to LLT and LPG in the property transfer process, and will provide monitoring oversight of the properties acquired by LLT, and the LPG, to ensure compliance with all CDBG regulatory requirements with respect to the properties acquired through the mitigation buyout program.

Road Home Corporation dba Louisiana Land Trust (“LLT”)

As a subrecipient in the CDBG-MIT program, to receive, maintain, and as applicable, demolish and remove all structures, and dispose of properties, which are to be transferred to LLT at a CDBG-DR funded buyout closing, and to be subsequently disposed to the LPG or OCD approved transferee designated by the LPG.

City of West Monroe (the “City” or “LPG”)

To receive, maintain, dispose, and restrict use of properties acquired through the Program in compliance with Program requirements; to confirm and report on ongoing compliance of use of the property, and incidents of non-compliance on a periodic basis as required by the requirements of the CDBG-MIT program.

A. Goals and Objectives

The goal of this Agreement is to mitigate future risks and damages resulting from flooding. The objectives are to assist families living in high-risk areas to relocate to safer areas outside of the Special Flood Hazard Area and to protect surrounding neighborhoods and communities from future flooding and other impacts from disasters by buying out high-risk properties and returning those properties to open and/or green space.

B. Implementation of Agreement

Cooperation with HUD and OCD

LPG hereby binds itself, certifies, and assures that it will comply with all federal, state, and local regulations, policies, guidelines, and requirements, as they relate to the application and use of state and federally funded property, as well as any state and federal funds, to the extent applicable. The Parties expressly acknowledge that the matters which are the subject of this Agreement are under the CDBG Mitigation Program administered by HUD, which by its emergency nature is subject to ongoing modification and clarifications. The LLT’s obligations under this Agreement are subject to compliance with applicable statutes and regulations of the CDBG program, as modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD. LPG agrees that in connection with its rights and responsibilities under the Agreement, it shall cooperate with HUD, OCD, and the LLT regarding the administration and audit of the Program, including compliance with various operating and reporting procedures which may hereafter be promulgated by the OCD and/or HUD.

In the event costs are disallowed by any monitoring, audit, or oversight of either the State or Federal Government, including the U.S. Department of Housing and Urban Development, the Inspector General of the United States, the Louisiana Legislative

Auditor, the Louisiana Inspector General, or any other duly authorized party, the LPG shall be responsible for remitting these funds to the OCD. Failure to complete the Project described in the Statement of Work may constitute a basis for disallowance of costs.

C. Contract Monitor / Performance Measures

The contract monitor for the OCD on this Agreement is the Executive Director of OCD, or designee. The performance measures of this Agreement shall include the successful performance and completion of LPG's obligations as provided in this Agreement and any attachments. LPG shall submit to OCD, on a schedule and dates to be provided by the OCD, but no less than an annual basis, a report of project progress and beneficiary data in a format to be provided by the OCD. LPG shall also comply with provisions of 2 CFR 200 regarding the monitoring and reporting of program performance and shall provide the OCD with any additional progress and beneficiary data to OCD as required by federal and state law. LPG shall also submit annual reports to OCD, of tax assessment data for all CDBG Mitigation funded properties acquired by LPG, and other monitoring data, as required by OCD, to allow OCD to ascertain LPG's compliance with the terms of the Conservation Servitude. The OCD will monitor the data provided by the LPG to ascertain whether each mitigation funded property continues to be used by the LPG, or its designees or subsequent transferees, in compliance with the terms and conditions of the Conservation Servitude executed and recorded by the LPG. The LLT may be required by the OCD to provide the OCD with information and assistance necessary to conduct such monitoring, including but not limited to, updated property and program income tracking information.

D. Deliverables (Due date to be agreed upon by the Parties)

Monthly progress reports including, but not limited to:

- Report on all properties, activities and developments on properties acquired through this Program.
- Schedule of properties LPG agrees to accept and timeline for acceptance.
- Program income reports
- Any other additional information LLT may require and/or more frequently provided information from LPG if it is determined by LLT and/or OCD to be required.
- Annual Report, sent to OCD and LLT, incorporating the current use of the Property owned by LPG, or its designated transferee, with a certification signed by LPG, validating current use of Property.

VIII. TERM OF AGREEMENT; TERMINATION OR SUSPENSION OF AGREEMENT

A. Term of Agreement

This Agreement is effective on the date (the “Effective Date”) on which all Parties have affixed their signature. The Agreement term will Begin on the Effective Date and End on the date of Closeout of the OCD Statewide Buyout Program funded with CDBG Mitigation funds, under the 2018 Action Plan, approved by HUD.

B. Termination / Suspension for Cause

The OCD may, after giving reasonable written notice specifying the Effective Date, suspend or terminate this Agreement in whole or in part if the LPG materially fails to comply with any terms of this Agreement, which shall include, but not limited to the following:

1. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, executive orders, and HUD guidelines, policies or directives as may be applicable at any time.
2. Failure, for any reason, of LPG to fulfill in a timely and proper manner the obligations under this Agreement.
3. Submission by LPG of reports to the OCD, HUD, or either of their auditors of reports that are incorrect or incomplete in any material respect, provided LPG is given notice of said failure and fails to correct the same within a reasonable amount of time.
4. Improper use of program funds generated from the sale of the CDBG Mitigation funded properties received and resulting from this Agreement.
5. Improper use of a CDBG Mitigation funded property when such use is noncompliant with the Conservation Servitude executed by the LPG as a condition of LPG’s receipt of the respective property.

If, through any cause, LPG shall otherwise fail to fulfill in a timely and proper manner, its obligations under this Agreement, or if LPG shall violate any of the covenants, agreements, or stipulations of this Agreement, the OCD shall thereupon have the right to terminate this Agreement by giving written notice to LPG of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination.

C. Termination for Convenience

The OCD may terminate the Agreement in whole or in part at any time by giving at least thirty (30) days prior written notice to LPG. LPG shall be entitled to expend any program income received from the transfer of properties, if such requests for expenditures represent expenditures on eligible activities satisfactorily completed, and

the transfer of the property from which the program income derived, or ultimate use of the property transferred, does not violate the use restrictions imposed by the Conservation Servitude encumbering the property.

D. Termination Due to Unavailable Funding

LLT's obligations under this Agreement shall be supported with funding other than that controlled by this Agreement through a separate agreement between LLT and OCD. The continuation of this Agreement is contingent upon the appropriation and release of funds to the OCD and LLT to fulfill the requirements of this Agreement. Failure of the appropriate authorities to approve and provide an adequate budget to the OCD or LLT for fulfillment of the Agreement terms shall constitute reason for termination of the Agreement by either Party.

In the event of termination (including by expiration) of this agreement, LPG is obligated to accept all property acquired by LLT prior to termination. LPG's obligations governing the use and disposition of the properties will survive termination of this agreement, including all audit, records and program income requirements.

E. Program Income Fund Upon Termination/Expiration.

In the event this Agreement is terminated or expires pursuant to any of the provisions contained herein, all Program Income on hand, if any, derived or attributable to the properties acquired in this Agreement, shall be remitted by LPG or the LPG Designee to the OCD.

IX. ADMINISTRATIVE REQUIREMENTS

A. Documentation and Record-Keeping

1. Records to be Maintained

LPG shall maintain all records required by 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:

- a. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance.
- b. Records deemed necessary by the OCD to assure proper accounting for all project funds; and
- c. Other records necessary to document compliance with Subpart K of 24 CFR Part 570, regarding environmental requirements.

2. Retention of Records

LPG shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years after closeout of OCD's federal grant funding the Program. LPG will be notified of the closeout date by OCD/DRU.

3. Access to Records

The OCD, the Division of Administration ("DOA"), the State Legislative Auditor, HUD, the Comptroller General of the United States, and any of their duly authorized representatives or agents shall have access to any books, documents, papers and records of LPG which are directly pertinent to this Agreement for the purpose of audits, examinations, and making excerpts and transcriptions.

4. Audits and Inspections

It is hereby agreed that OCD, the DOA, the Legislative Auditor of the State of Louisiana, HUD, Office of Inspector General, HUD monitors, the Comptroller General of the United States, the Office of Inspector General, Federal Emergency Management Agency (FEMA), the FEMA Administrator and auditors contracted by any of them shall have the option of auditing all records and accounts of LPG and/or its designee that relate to this Agreement at any time during normal business hours, as often as necessary, to audit, examine, and make excerpts or transcripts of all relevant data upon providing LPG, or its designee, as appropriate, with reasonable notice. LPG and/or its designee shall comply with all relevant provisions of state law pertaining to audit requirements, including La. R.S. § 24:513 et seq. Any deficiencies noted in audit reports must be cleared by the reviewing governmental entity within thirty (30) days after receipt by LPG and/or its designee, as appropriate.

Failure of LPG and/or its designees or contractors to comply with the referenced audit requirements will constitute a violate of this Agreement and may, at OCD's option, result in either return of program income derived from the transfer of properties, and, to the extent applicable, return of funds paid under this Agreement. LPG and/or its designees or contractors hereby agree to have an annual audit conducted in accordance with current State policy governing LPG and its contractor's audits, and 2 CFR 200.

A quasi-public agency or body as defined in LA R.S. 24.513A(1)(b) shall comply with the provisions of La R.S. 24:513H(2)(a) by designated an individual who shall be responsible for filing annual financial reports with the legislative auditor and shall notify the legislative auditor of the name and address of the person so designated.

B. Discrimination and Compliance Provisions

LPG and its designee agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246 as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968 as amended; Section 109 of the Housing and Community Development Act of 1974; and the requirements of the Americans with Disabilities Act of 1990; 41 CFR 60-4 *et seq.*; 41 CFR 60-1.4; 41 CFR 60-1.8; 24 CFR Part 35; the Flood Disaster Protection Act of 1973; and Federal Labor Standards Provisions (form HUD-4010), as well as all applicable provisions not mentioned are deemed inserted herein.

LPG and its designees or contractors agree not to discriminate unlawfully in its employment practices, and LPG will perform its obligations under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, age or disabilities.

Any act of unlawful discrimination committed by LPG or its designees or contractors, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement or other enforcement action.

C. Program Income

1. Recording Program Income

LPG and its designee shall submit a quarterly report to the OCD detailing receipt of program income, which is defined in 24 CFR 570.500(a).

2. Remittance of Program Income

All program income shall be remitted to the OCD pursuant to a schedule provided by the OCD, unless LPG or its designee has received written approval from OCD for eligible program income activities to use the program income.

A. Amendments

The OCD, LLT, or LPG may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization. Amendments hereto shall not invalidate this Agreement, nor relieve or release the OCD, LLT, or LPG from its obligations under this Agreement.

The OCD may require a written amendment to this Agreement to conform the Agreement to federal, state and local governmental laws, regulations, executive orders, guidelines, policies and available funding amounts. Failure of LLT or LPG to execute the written amendment required by the OCD may constitute, at the OCD's discretion, a basis for termination of this Agreement for cause.

B. No Assignment

No Party may transfer or assign this Agreement or transfer or assign any of its rights or assign any of its duties hereunder without the express written consent of the other Party. However, if the parties do mutually agree to an assignment, all rights and obligation set forth herein shall inure to the benefit of the parties and to their respective successors and assigns.

C. Severability

The terms and provisions of this Agreement are severable. Unless the primary purpose of this Agreement would be frustrated, the invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other term or provision of this Agreement. The Parties intend and request that any judicial or administrative authority that may deem any provision invalid, reform the provision, if possible, consistent with the intent and purposes of this Agreement, and if such a provision cannot be reformed, enforce this Agreement as set forth herein in the absence of such provision.

D. 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 or warranty of any kind made in connection with the transactions contemplated hereby that is not expressly contained in this Agreement.

E. No Authorship Presumptions

Each of the Parties has had an opportunity to negotiate the language of this Agreement in consultation with legal counsel prior to its execution. No presumption

shall arise or adverse inference be drawn by virtue of authorship. Each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Agreement, including but not limited to any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the Party who (or whose counsel) drafted that provision. The rule of no authorship presumption set forth in this paragraph is equally applicable to any Person that becomes a Party by reason of assignment and/or assumption of this Agreement and any successor to a signatory Party.

F. Applicable Law, Venue and Controversies

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana, including but not limited to La. R.S. 39:1551-1736; rules and regulations; executive orders; standard terms and conditions, special terms and conditions, and specifications listed in the RFP (if applicable); and this Agreement. Any claim or controversy arising out of this Agreement shall be resolved under the process set forth in La. Revised State 39:1672.2-1672.4. Exclusive venue and jurisdiction shall be vested in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

G. Delay or Omission

No delay or omission in the exercise or enforcement of any right or remedy accruing to a Party under this Agreement shall impair such right or remedy or be construed as a waiver of any breach theretofore or thereafter occurring. The waiver of any condition or the breach of any term, covenant, or condition herein or therein contained shall not be deemed to be a waiver of any other condition or of any subsequent breach of the same or any other term, covenant or condition herein or therein contained.

H. 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 prepaid 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, telecopy or other similar form of rapid transmission confirmed by written confirmation mailed (postage prepaid 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 such communications shall be transmitted to the address or numbers set forth below, or such other address or numbers as may be hereafter designated by a Party in written notice to the other Party compliant with this Section.

To the OCD:
Executive Director
State of Louisiana
Division of Administration
Office of Community Development
P.O. Box 94095
Baton Rouge, Louisiana 70804

To LLT:
Chairman of the Board of Directors
Road Home Corporation
11100 Mead Rd., Suite 200
Baton Rouge, Louisiana 70816

To LPG:
City of West Monroe
Chief of Staff, Mayor's Office
2305 N 7th Street
West Monroe, LA 71291
(318) 396-2600
chornsby@westmonroe.la.gov

I. No Third Party Beneficiary

Nothing herein is intended nor deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Agreement. This provision shall not limit any obligation which either party has to HUD in connection with the use of CDBG funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

J. Provision Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the applicable of either Party the contract shall forthwith be amended to make such insertion or correction.

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THUS DONE AND SIGNED on the date(s) noted below but effective as of the date given above:

STATE OF LOUISIANA, OFFICE OF COMMUNITY DEVELOPMENT

Signed: _____ Date _____

Name: _____

Title: _____

ROAD HOME CORPORATION d/b/a LOUISIANA LAND TRUST

Signed: _____ Date _____

Name: _____

Title: _____

CITY OF WEST MONROE

Signed: _____ Date _____

Name: _____

Title: _____

City of West Monroe
Mitigation Buyout CEA

EXHIBIT A

STATEMENT OF WORK BUYOUTS

Louisiana Land Trust

Project Tasks:

1. Dispose of properties to include the transfer of properties to the City, local governments, non-profits or other identified private and/or public recipients (“LPG or its designated entity”).
2. Coordinate with the LPG, or its designated entity, the schedule for transferring properties from LLT to the LPG, or its designated entity. LLT will provide written notice to the LPG of each parcel of property available for transfer, upon LLTs completion of all structure demolition, maintenance, environmental reviews, title reviews, and title curative work for each parcel.
3. Coordinate with the LPG, or its designated entity, to transfer public utilities, public space, or other designated pieces of property to the end recipient.
4. Dispose of parcels to end recipient (s)
5. Monitor, track and report on all properties and developments until final disposition to LPG or other end recipient (s).

Categories of Tasks:

A. Acquisition of Properties -

LLT will coordinate with Mitigation Buyout Program Manager, Title Attorneys, and Limited Legal Services, to verify when parcel is ready for acquisition by LLT, subject to any programmatic requirements regarding eligibility and assistance for relocation of occupants.

LLT will coordinate with LPG to confirm blight enforcement actions are delayed with an imminent pending transfer of parcel to LLT. Upon confirmation of transfer to LLT, any blight liens against parcel will be waived by the LPG.

B. Demolition of Properties

- Demolish and remove existing structures, including flatware, located on immovable property received from homeowner/buyout grant recipient.
- Confirm demolition activity complies with CDBG-MIT Program, federal, and state regulatory requirements.

C. Maintenance

- Perform post grant closing interim property maintenance activities necessary from date of LLT's acquisition until the date of LLT's final disposition of the property to the LPG, or its designated entity.

D. Transfer of Properties to LPG, or its designated entity.

Coordinate with LPG and LLT's Title Insurance Vendor to schedule closings of properties to LPG, or designated entity. Prior to closing, LLT will provide the LPG, or designated entity, with title commitment for an Owner's Title Policy for each parcel of property pending transfer to LPG, or designated entity.

Transfer Instrument

1. Provide transfer instrument for execution by LPG, or designated entity, for applicable property being transferred.
2. Obtain appropriate LPG, or designated entity, resolutions necessary for transfer of property to LPG or designated entity.

Open Space Conservation Servitude

In coordination with the State of Louisiana, Office of Community Development LLT will provide to the LPG, or designated entity, the required open space Conservation Servitude to be included with each transfer instrument of property transferred and recorded in the clerk of court's office of the City in which the applicable property is located.

Title and Closing Performance Measures

The LLT shall conduct all dispositions of parcels of the Property in compliance with the Title and Closing Performance measures contained in Appendix A attached to this Agreement.

STATE OF LOUISIANA, DIVISION OF ADMINISTRATION, OFFICE OF COMMUNITY DEVELOPMENT ("OCD")

To administer the CDBG-DR mitigation program, under the terms of its Grant Agreement with HUD, and, in compliance with this Grant Agreement, OCD will provide oversight management of the mitigation buyout program including outreach, citizen participation, grant applicant eligibility, targeted property environmental reviews, property eligibility reviews, program policy development, and ongoing technical assistance to LLT and City in the property transfer process, and will provide monitoring oversight of the properties acquired by LLT, and the City, to ensure compliance with all CDBG regulatory requirements with respect to the properties acquired through the mitigation buyout program.

Environmental Review Processes and Obligations.

- Responsible entity for performing environmental reviews will be State of La, DOA, OCD. All environmental reviews will be completed by OCD, prior to disposition of property from LLT to LPG.
- Immediately after ownership acquisition by LPG or its designated entity, the acquired property will be encumbered with the required Conservation Servitude, with the property subject to monitoring by LPG, LLT, and OCD to confirm use is compliant with conservation servitude. No subsequent transfer of the property from the LPG, or designated entity, will be allowed without written authorization of the Executive Director of OCD. A clause requiring such authorization prior to subsequent transfer will be included in the language of the transfer instrument from LLT to LPG or its designated entity.

LOCAL PARTICIPATING GOVERNMENT

1. Acceptance of Property: Upon completion by Louisiana Land Trust of all structure demolition, lot clearing, flat ware removal, environmental clearance, and title curative activities, the LPG will agree to accept by donation from the Louisiana Land Trust, each parcel of immovable properties within the Designated Property contained within the boundaries of the attached PLAT (See Attached Exhibit B).
2. The LPG can designate a non-profit or another political subdivision to receive the property from the LLT. The receiving entity must obligate itself to handle the property, cooperate with inspections, audits, monitoring, and reporting requirements with LPG, LLT, OCD, and HUD, and remit Program Income in accordance with the terms of this Agreement.
3. Timeline for Acceptance of Property The timeline for acceptance of title to a parcel of property, will be within 60 days of receiving a transfer notice from LLT, subject to any title curative delays necessary to provide the City a clear title to the parcel of property.
4. Resolution or Ordinances. The City shall obtain necessary authorization from City Administration to facilitate the transfer the Property to the City. Any designee receiving the property must similarly have all necessary authorizations, by ordinance or resolution, as appropriate.
5. Conservation Servitude - As consideration for receiving from LLT the CDBG-DR mitigation funded property, the City agrees to execute an Open Space Conservation Servitude, in favor of the State of Louisiana, Division of Administration, Office of Community Development.

6. Disposition and Use of Property

Transfer of the any property to a person or entity other than the LPG, or from the LPG, shall only occur after adoption of an ordinance by the relevant City or municipal jurisdiction in which the property is located prohibiting the issuance of building permits for structures in violation of the open space covenants included in the Conservation Servitude.

Transfer of the property from the LPG, or its designated entity, shall be subject to the open space covenants of the Conservation Servitude but otherwise in accordance all statutes governing the sale or transfer of other immovable property owned by the LPG, or designated entity.

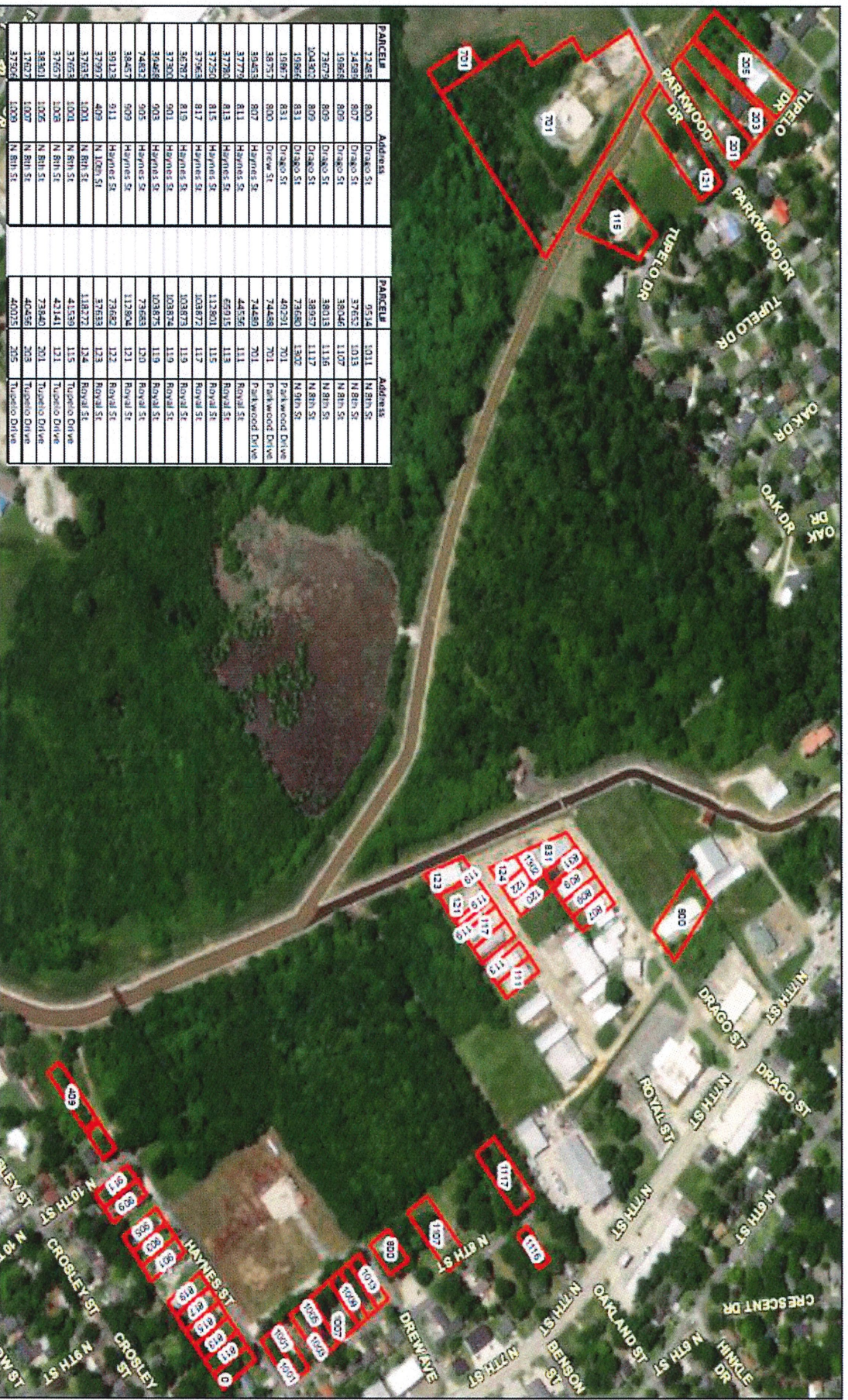
In the event that the use or transfer of the property generates revenue to the LPG, or its designee, the revenue shall be treated as Program Income applicable to real property acquired with Community Development Block Grant funds and remitted to OCD.

Direct Management of the Property

LLT shall be responsible for the maintenance of the Property until the effective date of the transfer of the parcel to the LPG or its designee. Maintenance by LLT shall include but is not limited to grass cutting, removing debris, making repairs, security, cleaning, clearing, performing demolitions, and attending to any other special needs of the property.

PLAT OF DESIGNATED AREA FOR PROGRAM CITY OF WEST MONROE





PARCELS	Address	PARCELS	Address
72485	800 Orango St	9514	1011 N 8th St
74288	807 Orango St	37632	1013 N 8th St
19826	809 Orango St	38046	1107 N 8th St
73679	809 Orango St	38013	1116 N 8th St
10482	809 Orango St	38977	1117 N 8th St
10887	831 Orango St	73680	1802 N 8th St
10887	831 Orango St	47291	701 Parkwood Drive
38757	800 Drew St	74489	701 Parkwood Drive
39463	807 Haynes St	44556	111 Royal St
37726	813 Haynes St	69015	113 Royal St
37252	815 Haynes St	113801	115 Royal St
37965	817 Haynes St	103872	117 Royal St
36787	819 Haynes St	103873	119 Royal St
37302	901 Haynes St	103874	119 Royal St
39466	903 Haynes St	103875	119 Royal St
74882	905 Haynes St	73683	120 Royal St
38467	909 Haynes St	112804	121 Royal St
38123	911 Haynes St	73682	123 Royal St
37987	409 N 10th St	37638	123 Royal St
37638	1001 N 8th St	118272	124 Royal St
37673	1001 N 8th St	41539	115 Tubelo Drive
37657	1008 N 8th St	42141	121 Tubelo Drive
38301	1005 N 8th St	73840	201 Tubelo Drive
17923	1007 N 8th St	40456	203 Tubelo Drive
37502	1009 N 8th St	40725	205 Tubelo Drive

West Monroe Buyout Properties

Map produced on 3/3/2023

APPENDIX A

TITLE TRANSFER AND PERFORMANCE MEASURES

The LLT shall comply with the following title and performance measures:

1. Title review will begin upon LLT's receipt of a List of Properties the LPG has identified as ready for transfer to the LPG, or designee, completion of all Environmental Reviews by the OCD for the identified property, and substantial completion of demolition work. ("Properties Ready for Closing")
2. LLT shall complete the title review within 30 days of proper vetting by LLT of the list of "Properties Ready for Closing". LLT will begin the title review approximately 30 days prior to the scheduled transfer date. LLT must manage the title review process to minimize cost associated with title commitments becoming stale dated.
3. Within 30 days of a title commitment being issued, LLT shall deliver a closing document package to the transferee, either the LPG, or LPG's designee. A closing date shall be scheduled accordingly and mail away closings to the appropriate authorized signers will be coordinated by LLT's title vendor. If the transferee objects to any exceptions on the title commitment, clearing the objections will be arranged by with LLT's title vendor. If the title exceptions cannot be cleared to meet transferee's requirements, then LLT shall dispose of the property in accordance with this Agreement.

4. Property Transfer Schedule – notice requirements

- Bundling of properties – LLT will transfer bundles of parcels (upon verification of completion of all demolition, title clearing, and environmental review processes) to the LPG, or its designee.
- Notice of Transfer and Title –

LLT: On the first working day of each month, LLT shall provide to LPG (1) a list of new parcels of the Property in LLT's inventory ("New Inventory Notice") and (2) a list of all parcels of the Property available for transfer to LPG, or LPG's agent ("Transferable Property Notice"). Property "available for transfer" means all parcels which (i) have been cleared for transfer by the OCD Environmental Officer at the conclusion of all demolition and lot clearing activities; (ii) are free of liens arising from past due and outstanding property taxes, fees, or assessments (including interest or other legal surcharges) levied by taxing or assessment authorities; (iii) have marketable title, with no outstanding liens or encumbrances other than those shown as title exceptions on the title insurance policy insuring LLT for that parcel. Any parcel for which LLT has knowledge of an outstanding deficiency in the Buyout grant process that impairs the validity of the

parcel's conveyance to LLT, or the correctness of the legal description in the instrument vesting title in LLT, shall not be included in the "Transferable Property Notice." Any dispute between or among the parties as to whether title is marketable shall be resolved based on the Louisiana State Bar Association's Committee on Title Standards.

Inventory and Title Status Reports. Upon Effective date of this Agreement, and quarterly thereafter, LLT shall provide to LPG, or LPG's agent or designee, a written report detailing the status of each parcel of the Property in LLT's inventory. The report shall include information regarding the status of the title curative work, environmental clearance, and demolition as applicable. LLT shall promptly respond to inquiries from LPG, or LPG's agent, as to the status of any of these properties from time to time.

LPG: Within 30 days of receipt of the New Inventory Notice, the LPG or LPG's agent, shall provide a list to LLT identifying those parcels of Property which it will accept by Act of Transfer. The LPG understands that for every parcel received, the LPG will execute and record the required Conservation Servitude attached with the Transfer Instrument (Example Transfer Instrument and Conservation Servitude Attached as Appendix B). Through an instrument substantially similar with the transfer instrument attached as Appendix B, the LPG or LPG agent, shall accept title to those parcels of Property identified in the Transferable Property Notice within Thirty (30) days after receipt of the Transferable Property Notice, unless LPG directs LLT in writing to transfer specific parcels to designated third parties within the same time constraints. All parcels transferred, whether by LLT to the LPG, or designated third party, will be transferred with the perpetual conservation servitude remaining attached to the property's title records. If the LPG, or LPG's agent, fails to timely accept title to each parcel of the Property identified in the Transferrable Property Notice, the LLT may dispose of the parcels of the Property not timely accepted by the LPG, or LPG designee or agent, in compliance with the provisions of this Agreement and the Action Plan or any of the Action Plan Amendments for the Buyout Mitigation Program, subject to the approval of the State of Louisiana, Division of Administration, Office of Community Development.

APPENDIX B

**TRANSFER INSTRUMENT
AND
CONSERVATION SERVITUDE**

ACT OF TRANSFER

**STATE OF LOUISIANA
CITY OF WEST MONROE**

BE IT KNOWN, that on the dates, at the places identified and before us, Notaries Public, duly commissioned and qualified in and for our respective jurisdictions and in the presence of the undersigned competent witnesses, in whose presence this act is passed and executed,

PERSONALLY CAME AND APPEARED:

ROAD HOME CORPORATION (TIN: xx-xxx4376), a/k/a Road Home Corporation d/b/a Louisiana Land Trust, a Louisiana non-profit corporation created under and pursuant to the provisions of La. R.S. §40:600.61 through 40:600.66, inclusive, domiciled in the Parish of East Baton Rouge, State of Louisiana, whose mailing address is:

11100 Mead Road, Suite 200
Baton Rouge, Louisiana 70816

Acting herein by the undersigned authority by resolution adopted on _____ and recorded at Instrument Number _____ in _____ Parish, Louisiana (referred to herein as “Transferor”),

WHO DECLARES THAT, for and in consideration of the following: (1) the ongoing flood mitigation guidelines of the Louisiana Office of Community Development’s Buyout Program, and other properties in specific identified High-Risk Communities that will demonstrably provide protection to the wider community if converted to permanent open space, (2) Transferee’s agreement to use and maintain the property in accordance with the Environmental Review Record pertaining to the Property prepared by the Louisiana Division of Administration, Office of Community Development, (3) Transferee’s support of the Buyout program’s goals of improving the resilience of impacted communities by transforming high-risk parcels of land into wetlands, open space or storm water management systems, and creating a natural buffer to safeguard against future storms, and in order to facilitate recovery efforts and the public benefits to be derived there from, **(4) Transferee’s contemporaneous execution of a Conservation Servitude in favor of Transferor, intended to restrict the use of the Property and preserve natural floodplain values and to prevent future use of the Property that would impair or interfere with the open space benefits of the Property, and 5) Transferee’s obligation to obtain prior written approval from the Executive Director of the State of Louisiana, Office of Community Development, for any subsequent transfer of the property,**

the receipt and adequacy of which is hereby acknowledged,

Transferor does hereby grant, convey, transfer, assign, set over and deliver, unconditionally and irrevocably, unto:

_____, a political subdivision of the State of Louisiana, who declares that its Tax Identification Number is _____ and whose present mailing address is:

Appearing through its undersigned _____, _____, duly authorized by Ordinance # _____ on _____, 20__ in City of _____, _____ Parish.
(referred to herein as "Transferee")

with full warranty of title and with full substitution and subrogation in and to any and all rights and actions of warranty of title which Transferor has or may have against all preceding owners and vendors, the following described property (referred to herein as "Property"), the possession and delivery of which Transferee acknowledges:

SEE ATTACHMENT "A" – PROPERTY DESCRIPTION

TO HAVE AND TO HOLD, the property unto the Transferee, its successors and assigns forever, Transferee accepts the transfer herein made.

The Property is conveyed together with and shall include all buildings, other improvements, component parts, fixtures, if any, located thereon, and all rights, ways, servitudes, privileges, appurtenances and advantages thereunto belonging or anywise appertaining. Transferor also conveys all of Transferor's right, title, and interest in all public ways adjoining the Property, as a private landowner, if any. This sale is made and accepted subject to any and all existing any and all existing reservations, building setback lines, servitudes, easements, rights-of-way, and zoning ordinances, land use controls imposed by public authority, building restrictions, all mineral servitudes and mineral leases, subdivision ordinances, subdivision covenants, conditions and restrictions that may appear of record or on the Property and other land use controls imposed by a public authority, liens for public improvements and safety, all shortages in area, encroachments or overlaps in boundaries or the fact that any portion of the property lies within a road or roadway, and all other matters which would be shown by a current, on the ground, survey of the Property.

Transferor, for itself and its successors, expressly reserves and retains all right, title, and interest in and to all of the oil, gas, and other minerals and mineral rights in, on, or under the Property, if any. Transferor expressly waives the right to use the surface of the Property in connection with the exercise of the mineral reservation herein created. Transferor reserving the right to extract minerals from the Property only by means of directional drilling from other properties or by pooling or utilization of the Property with other tracts.

To the extent that the Property may be determined to have been transferred for less than one-half of its market value, Transferor agrees that this transfer shall be construed as a donation.

**DISCLAIMERS, WAIVERS, RELEASES, ENVIRONMENTAL MATTERS,
LEAD WARNING**

The Property is being transferred and Transferee takes the Property “AS IS” AND “WHERE IS”, with all defects and vices whether latent or apparent, known or unknown. Transferee has had full, complete and unlimited access to the Property herein conveyed for all tests and inspections which Transferee, in Transferee’s sole discretion, deems sufficiently diligent for the protection of Transferee’s interest. Except as provided herein, Transferee acknowledges that Transferor has made no representations or warranties as to zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, operating history, governmental approvals and regulations, or any other representations or warranties, express or implied, with respect to the Property or any other matter or thing relating to or affecting the Property, and that Transferee is not relying on the accuracy of any information or documents previously furnished to Transferee or any prior owners of the Property.

Transferee releases Transferor from any liability that may arise from Transferor’s actual or constructive knowledge of Transferee’s intended use of the property or from Transferor’s actual or constructive knowledge of the condition of the property.

Transferee further acknowledges that although Transferor may know or have reason to know of the particular use Transferee intends for the Property, or Transferee’s particular purpose for buying the Property, Transferee releases Transferor from any liability that may arise from Transferor’s actual or constructive knowledge of Transferee’s intended use of the Property, or from Transferor’s actual or constructive knowledge of the condition of the Property. Transferee is not relying on Transferor’s skill or knowledge in selecting the Property. Accordingly, Transferor makes no warranty or representation that the Property is fit for Transferee’s intended use or his particular purpose and Transferee waives any such warranty to which it might be entitled under La. C.C. Art. 2524 and Transferee further waives any warranty to which it might be entitled under said Art. 2524 that the Property be reasonably fit for its ordinary use.

Implied warranties with respect to the Property, as to the fitness for a particular purpose, zoning, or other regulatory matters, are hereby disclaimed by Transferor and expressly waived by Transferee. Transferee shall have no right or cause of action against Transferor to assert in any controversy, claim, demand, or litigation arising from or in connection with the Property as to these matters. Further, Transferor does not warrant that the Property is free from hidden, redhibitory or latent defects or vices or that the Property is fit for the use intended by the Transferee, and Transferee hereby releases Transferor from any liability for and expressly waives all rights in redhibition pursuant to La, C.C. Arts. 2520 through 2548. Warranties against hidden or redhibitory defects in the Property, and the warranty that the Property is fit for its intended use, each of which would otherwise be imposed upon Transferor by La. C.C. Art. 2475 are hereby disclaimed by Transferor and expressly waived by Transferee.

**The waiver of warranties contained herein have been called to the attention of
and explained to the Transferee, as acknowledged by its signature.**

Transferee acknowledges receipt of an Environmental Disclosure previously provided by Transferor. Transferee agrees to accept the Property subject to any and all conditions disclosed in that document, and to comply with all restrictions and conditions as to the use of the Property indicated in that document.

Transferee hereby releases Transferor from any claims, demands, liabilities, costs or suits under or pursuant to 42 U.S.C. § 9601 et seq., and La. R.S. § 30:2001 et seq., together with any and all claims, demands, suits or litigation under any other applicable laws, statutes, ordinances, rules and regulations, as the same may from time to time be amended, relating to any contamination on, or under the Property, and from Hazardous Substances (as hereinafter defined) liabilities of whatsoever kind or nature, including without limitation all foreseeable and unforeseeable damages of any kind or nature and the cost of any required or necessary investigation, study, repair, clean-up, detoxification, under any laws, statutes, rules and regulations (including but not limited to LAC 33: Pat XI), ordinances or decree. Transferee further agrees to comply with all such laws, statutes, ordinances, rules and regulations, and to comply with any orders, decrees or judgments based thereon.

For purposes of Transferee's release of Transferor, Hazardous Substances ("Hazardous Substances") means (a) any chemicals, materials, elements or compounds or substances defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous materials", "restricted hazardous materials", "toxic substances", "toxic pollutants", "hazardous air pollutants", "pollutants", "contaminants", "toxic chemicals", "petroleum or petroleum products", "toxics", "hazardous chemicals", "extremely hazardous substances" "pesticides", or related materials, as now, in the past, or hereafter defined in any applicable environmental laws; (b) any petroleum or petroleum products (including but not limited to gasoline and fuel additives including MTBE and other oxygenates, typically added to gasoline or their degradation products), natural or synthetic gas, radioactive materials, asbestos-containing materials, urea formaldehyde foam insulation, and radon; and (c) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority.

If the Property has any structure present on it at the time of the transfer, Transferee hereby acknowledges that the structure is not a habitable dwelling. Transferor declares it does not consider any structure present on the property to be "housing", and that significant rehabilitation would be required before any such structure could be made available for occupancy as housing. However, the Transferor has demolished and removed all structures on the Property prior this Transfer, and any structures placed on the Property after this demolition activity were made without Transferor's consent or knowledge. As consideration for receiving title to the Property, the Transferee shall execute a Conservation Servitude prohibiting, in perpetuity, the placement or construction of any habitable housing structures on the Property. The Conservation Servitude will prohibit human habitation of any structure on the Property.

Although Transferor does not have specific information on the age of any structure that may be on the property, any such structure may have been built prior to 1978, and as such, may present exposure to lead from lead-based paint. Unless Transferor has expressly provided site-specific information to the Transferee stating otherwise, Transferor has no knowledge of lead-based paint and/or lead-based paint hazards in housing that may be located on the Property.

However, out of an abundance of caution, Transferor furnishes the following warning from the Residential Lead-Based Paint Hazard Reduction Act of 1992 and its implementing regulations:

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase

The United States Environmental Protection Agency has published an informational pamphlet entitled "Protect Your Family from Lead in Your Home." If any structure is located on the Property, Transferee acknowledges that a copy of that pamphlet has been made available to Transferee, and is at <http://www.epa.gov/lead/pubs/leadpdf.pdf>

Unless a period of at least ten (10) days prior to closing has previously been made available to Transferee for inspection of any structure that may be on the Property at the time of transfer, Transferee shall have ten (10) days from the date of this Act of Transfer to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards. Transferee may rescind this transfer at any time during that period in the event Transferee discovers the presence of lead-based paint and/or lead-based paint hazards.

OTHER MATTERS

Disaster Assistance and Flood Insurance. Consideration for this Transfer was funded through disaster appropriations to the Community Development Block Grant Program of the U.S. Department of Housing and Urban Development (HUD). The Property is ineligible for any further federally funded disaster assistance for any purpose with respect to the Property, including relating to future disasters. No application for such assistance may be made to any entity or source. The property is not eligible for coverage under National Flood Insurance Program for damages to structures on the Property occurring after the effective date of the Conservation Servitude, except for pre-existing structures being relocated off the Property in relation to the grant of this Servitude.

Transferor expressly waives and renounces vendor's lien, privilege, mortgage, resolatory condition, or right of rescission that may be deemed to have been created by the provisions of this Act of Transfer, reserving however the right to enforce covenants herein which run with the land, and expressly waives and renounces any right to rescind or dissolve the transfer of the Property conveyed to Transferee on account of the non-fulfillment of any of Transferee's obligations hereunder, under the Action Plan, or under CDBG Supplemental Disaster regulations and procedures; and further warrants that third parties may deal with Transferee free and clear of any vendor's lien, privilege, mortgage, resolatory condition or right of rescission. Transferor stipulates that La. R.S. 41:1338(A)(1), which relates to a public entity offering to sell property to a grantor prior to disposition to a third party, shall not apply to this Act of Transfer.

Transferor and Transferee expressly acknowledges that Transferor is a nonprofit corporation, and therefore exempt from the assessment or payment of ad valorem taxes assessed or bearing against the Property during the period of Transferor's ownership thereof. It is further acknowledged by the parties that, as a result thereof, no monetary pro-ration of any ad valorem taxes has been made in connection with this act and that Transferee hereby releases me, Notary, Transferor, the Title Insurance Company insuring the title to the Property in favor of Transferee, and each of Transferor's contractors who provided services related to this act or closing, including, but not limited to Team Title LLC from any liability therefore.

Notwithstanding Transferor's tax-exempt status, Transferee acknowledges Transferor's declaration that outstanding taxes on the Property may appear on the records of local authorities responsible for tax assessment and collection. The Property is transferred subject to any outstanding taxes, and Transferee assumes responsibility for paying, appealing, or otherwise resolving any such tax liability. To the extent necessary for Transferee to take such actions, Transferor hereby assigns its rights to take such actions to the Transferee. Transferee's responsibility in this regard extends to any tax obligation bearing against the property, regardless of whether it arises before, during, or after Transferor's period of Ownership. To the extent that any taxes may be determined to be due, such taxes shall be deemed to have been prorated as of the date of this transfer any such proration is final between Transferor and Transferee, and Transferee shall be obligated to pay any such taxes determined to be due. Further, Transferee agrees that any ad valorem taxes assessed against the Property for any period accruing from and after the due date shall be the sole responsibility of the Transferee.

Transferee will be responsible for providing tax assessor for the Parish where the immovable property is located with the address where property tax and assessment notices are to be mailed. As of the date of this transfer sale, such notices should be sent to Transferee's mailing address as shown on page one of this Act of Transfer.

The parties hereto waive the production of all mortgages and conveyance certificates and all other necessary certificates and research, and agree to release and relieve me, Notary, from all responsibility and liability in connection with the non-production thereof. All parties signing within the instrument have declared themselves to be of full legal capacity.

All agreements and stipulations herein and all the obligations herein assumed will inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties, and Transferee, their successors and assigns, shall have and hold the Property in full ownership forever.

THUS DONE, PASSED AND SIGNED, in multiple originals, on this ____ day of _____, 20__ at _____, Louisiana, by the undersigned, in the presence of me, Notary and the undersigned competent witnesses who thereunto sign our names with the undersigned, after reading of the whole.

TRANSFEROR:

Witness: _____

ROAD HOME CORPORATION
a/k/a Road Home Corporation d/b/a
LOUISIANA LAND TRUST,
a Louisiana non-profit corporation

Print Name: _____

Witness: _____

By: _____

Print Name: _____

Notary Public

Printed Name: _____

Notary or Bar Number _____, _____ Parish, Louisiana

My Commission Expires: _____

THUS DONE, PASSED AND SIGNED, in multiple originals, on this ____ day of _____, 20__ at _____, Louisiana, by the undersigned, in the presence of me, Notary and the undersigned competent witnesses who thereunto sign our names with the undersigned, after reading of the whole.

TRANSFeree:

Witness: _____

Print Name: _____

A political subdivision of the State of Louisiana

Witness: _____

By: _____

Print Name: _____

Notary Public

Printed Name: _____

Notary or Bar Number _____, _____ Parish, Louisiana

My Commission Expires: _____

Attachment A

LEGAL DESCRIPTION OF PROPERTY TRANSFERRED

CONSERVATION SERVITUDE

STATE OF LOUISIANA

PARISH OF _____

SECTION I. APPEARANCES

BE IT KNOWN that on the dates, at the places and before us, Notaries Public, duly commissioned and qualified in and for our respective jurisdictions; and before the undersigned competent witnesses, in whose presence this act is passed and executed, personally came and appeared:

[Appearance information for owner], domiciled in _____ Parish,
Louisiana, whose mailing address is

hereinafter “**Owner;**” and

_____, whose mailing address is:

appearing through its undersigned agent, duly authorized by resolution adopted on
_____ and registered on _____ at Book _____, Page _____,
File # _____ in the land records of _____ Parish, Louisiana,
hereinafter “**Holder.**”

SECTION II. ESTABLISHMENT, PURPOSE, AND PERPETUAL DURATION

Owner hereby establishes this conservation servitude over the property described in Attachment “A” (the “**Property**”) pursuant to the Louisiana Conservation Servitude Act, La. R.S. 9:2171, et seq. (“**Servitude**”).

This Servitude is intended to restrict the use of the Property to protect and preserve natural floodplain values and to prevent future use of the Property that would impair or interfere with the open space benefits of the Property. This servitude shall be perpetual unless it is modified or released in writing by Holder and registered in the land records of _____ Parish.

SECTION III. PERMITTED USES

The following uses (“**Permitted Uses**”) may be conducted on the Property:

1. Open space uses, including:
 - a. Agricultural activities (e.g. cultivation or grazing)
 - b. Forestry activities
 - c. Nature reserves
 - d. Buffer zones including those buffer zones needed for drainage or levee protection
 - e. Mineral extraction (e.g. subsurface oil, gas and other minerals), contingent that such mineral extraction is accomplished by methods that do not require structures on the surface of the property, and do not alter or impair the surface condition and open space of the property
2. Recreational uses, including
 - a. Parks for outdoor activities
 - b. Outdoor recreation
 - c. Camping on a short term basis of no more than 30 days per campsite and conducted in a manner which allows for prompt evacuation of all persons and movable property associated with the activity
3. Floodplains and wetlands management practices uses

Activities under Permitted Uses includes the ability to place movable property on the Property that is either

- a. incidental to the contemporaneous to permitted use of the property and removed upon completion of the permitted use, or
- b. temporarily located on the Property in conjunction with the development or maintenance of a Permitted Use or Permitted Structure.

SECTION IV. PERMITTED STRUCTURES

The following structures (“**Permitted Structures**”) may be constructed on the Property:

1. A public facility that is open on all sides and functionally related to a Permitted Use, including:
 - a. Unimproved, unpaved parking lots
 - b. Infrastructure necessary to support a Permitted Use
 - c. Lighting and security features necessary to support a Permitted Use
 - d. Recreational sports fields
 - e. Open park pavilions or playgrounds
 - f. Docks or boat launches for water recreation
2. Rest rooms
3. A flood control structure, provided that structure does not reduce valley storage, increase erosive velocities, or increase flood heights on the opposite bank, upstream, or downstream

and that the local floodplain manager approves, in writing, before the commencement of the construction of the structure

A Permitted Structure under Section IV shall not be constructed in a manner that restricts or obstructs the flow of surface water, including floodwaters, or traps debris.

SECTION V. PROHIBITED USES

The following uses (“Prohibited Uses”) may not be conducted on the Property:

1. Habitation other than short-term camping allowed in Section III
2. Placement of movable property or waste other than allowed in Section III
3. Cemeteries

SECTION VI. USES NEITHER EXPRESSLY PERMITTED OR PROHIBITED

A use of the Property that is neither expressly permitted or prohibited under the prior two sections may be permitted by express written authorization by Holder registered in the land records of the parish in which the Property is located, and such a use shall be deemed to be a Permitted Use as though it were expressly stated in this Servitude. Holder must acquire written assent from the State of Louisiana, acting through the Executive Director of the Division of Administration, Office of Community Development (OCD), or its successor entity if any, prior to such authorization.

Holder and Owner acknowledge that the Permitted Uses described herein are based on their common understanding at the time this Servitude is enacted of uses that are both beneficial to and compatible with the purposes of this Servitude stated in Section II above. They also acknowledge that in light of the perpetual duration of this servitude, new and different uses not anticipated herein may likewise be both beneficial and compatible. Their mutual intent is for such new and different uses to be permitted to the extent that they are of like kind or character to the Permitted Uses based on their impact on open space and floodway functions. To the extent that the Property is put to a use that is neither expressly permitted or prohibited under the prior two sections, and there is a dispute as to whether it is permitted, such a dispute shall be resolved by reference to the kind and character to the Permitted Uses based on their impact on open space and floodway functions.

SECTION VII. DISASTER ASSISTANCE AND FLOOD INSURANCE

Consideration for this Servitude was funded through disaster appropriations to the Community Development Block Grant Program of the U.S. Department of Housing and Urban Development (HUD). The Property is ineligible for any further federally funded disaster assistance for any purpose with respect to the Property, including relating to future disasters. No application for such assistance may be made to any entity or source. The property is not eligible for coverage under the National Flood Insurance Program for damage to structures on the Property occurring after the effective date of the Servitude, except for pre-existing structures being relocated off the Property in relation to the grant of this Servitude.

SECTION VIII. INSPECTION OF THE PROPERTY;

CORRECTION OF NONCOMPLIANT CONDITIONS

Holder, any person having a third party right of enforcement, and their representatives, or assigns, shall have the right: (a) to enter upon the Property, at reasonable times to inspect the Property, any improvements on it, or any uses to which it is put to ensure compliance with this Servitude; and (b) to demolish or remove or otherwise correct any noncompliant use or structure on the Property.

SECTION IX. RIGHT TO ENFORCE

In addition to the rights of Holder to enforce this servitude, the following persons shall have a third party right of enforcement pursuant to the Louisiana Conservation Servitude Act:

1. Any natural or juridical person designated by Holder in a writing registered in the land records of _____ Parish;
2. The State of Louisiana, acting through the Division of Administration, Office of Community Development (OCD), or its successor entity; and
3. The U.S. Department of Housing and Urban Development (HUD).

To the extent that there is a dispute as to enforcement between or among persons having a third party right of enforcement, the dispute shall be resolved in favor of the position of the Holder first, or of the other persons with third party rights of enforcement in the order listed in above.

Holder may by release or partial release of this Servitude, with the written concurrence of OCD by authentic act on such release or partial release and without the need of consent of any other party (including HUD), waive or amend the provision of this Servitude, which will be binding on any party thereafter seeking to enforce provisions of the Servitude.

This Servitude and duties accessory thereto shall be enforceable at law or in equity, and any person entitled to enforcement may seek injunctive relief against the Owner for violation thereof, without posting bond and without the need for demonstrating irreparable harm.

SECTION X. COMPLIANCE WITH LOCAL OR STATE LAND USE LAWS

This Servitude is restrictive in nature and is not intended to supplant or supersede any local or state land use or zoning laws that are more restrictive in their application, or to relieve Owner from any obligations or restrictions imposed by such laws.

SECTION XI. ASSIGNMENT TO OR DESIGNATION OF ANOTHER HOLDER

In its sole discretion, Holder may assign all of its rights under this Servitude to another holder or may designate another holder to exercise Holder's rights under this Servitude. An assignment to or designation of another holder shall not be effective until an instrument making the assignment or designation is registered in the land records of the parish in which the property is located. The term "Holder" in this Servitude shall be deemed to include any such assignee or designee. Any such assignee or designee shall have no rights greater than the original Holder and shall be bound by any prior acts of the original Holder provided for herein.

SECTION XII. SERVITUDE RUNS WITH THE PROPERTY

This Servitude and the duties accessory thereto shall constitute a covenant running with the Property and shall be binding upon the Owner and his successors. To the extent any obligation(s) set forth herein is (are) construed by a court of competent jurisdiction not to be a conservation servitude such provision(s) shall not be severed from the Servitude but shall constitute a personal servitude(s) of and enforceable against the Property and/or Owner and his heirs, successors and assignees, and remaining obligations shall be enforced as a conservation servitude.

SECTION XIII. SEVERABILITY; CONSTRUCTION

This Servitude and duties accessory thereto shall be governed and construed in accordance with Louisiana Law. Any provision of the Servitude found to be prohibited by law or unenforceable will be ineffective to the extent of such prohibition or unenforceability without invalidating any other part hereof. The Servitude, to the extent possible, will be construed or reformed so as to give validity to all of its provisions. The Servitude is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto except for the United States of America, as set forth herein.

SECTION XIV. EXECUTION

THUS DONE, PASSED, AND SIGNED in multiple originals, on this ____ day of _____, 20____, at _____, Louisiana, by the undersigned, in the presence of me, Notary and the undersigned competent witnesses who hereunto sign our names with the undersigned, after reading of the whole.

ATTEST:

HOLDER

ATTEST:

OWNER

Signature

Printed Name

NOTARY PUBLIC