

**COOPERATIVE ENDEAVOR AGREEMENT CONCERNING ACQUISITION OF
CERTAIN IMMOVABLE PROPERTY BY THE PARISH OF LAFAYETTE AND ITS
TRANSFER TO THE CITY OF YOUNGSVILLE**

STATE OF LOUISIANA

PARISH OF LAFAYETTE

Be it known that, on the dates hereinafter set forth, before us, the undersigned authorities, notaries public, in and for the aforesaid Parish and State, duly commissioned and qualified as such and in the presence of the undersigned competent witnesses, respectfully came and appeared:

Lafayette Parish, a political subdivision of the State of Louisiana represented herein by Joshua Guillory, its Mayor-President, duly authorized by Ordinance No. PO-_____-2021 of the Lafayette Parish Council adopted on the ____ day of _____, 2021, a copy of which is attached hereto and made a part hereof (the “Parish”), and

City of Youngsville, a political subdivision of the State of Louisiana, represented herein by its Mayor, Ken Ritter, duly authorized by Resolution _____ adopted on the ____ day of _____, 2021, a copy of which is attached hereto and made a part hereof (the “City”),

and declared:

Whereas, the City seeks to acquire certain property located within its boundaries, bearing municipal address 440 Détente Road, Youngsville, Louisiana, 70592, having the following legal description:

“That certain parcel of ground together with any improvements situated thereon, which is located in Section 18, T 11 S, R 5 E, Lafayette Parish, Louisiana, and which, according to play of survey prepared by Roland W. Laurent & Associates dated June 29, 1972, a copy of which is recorded at Act No. 589971, Book V-65, page 423, it is shown thereon as “Property of Ovide Thibeaux.” Said parcel has a frontage on Louisiana Highway 734 of 76.25 feet and such other metes and bounds as are shown on said plat. Said property is bounded North by property acquired

by C. & A. Builders, Inc., later acquired by Joseph Rex Landry, South by property of Phillip Tribe, East by Louisiana Highway 734, and west by a ditch.”

(the “Property”), for the purposes of 1) removal of a threat to public health or safety caused by the existing use or disuse of the property; and 2) continuous public ownership of property dedicated to use for public buildings or areas in which publicly-funded services are administered, rendered, or provided; and

Whereas, the Parish is willing to acquire said Property as permitted by the laws of the state of Louisiana for said purposes, and to transfer said Property to the City to accomplish said purposes, as well as relieving the Parish of the burden of maintenance and upkeep on the Property; and

Whereas, Article VII, Section 14(C) of the Constitution of Louisiana provides “for a public purpose, the state 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, the Parish and the City are authorized to and desire to enter into a Cooperative Endeavor Agreement to effect the Property’s acquisition by the Parish and transfer to the City for the above-identified purposes;

Whereas, the Parish and the City each acknowledges the consideration recited below as adequate and sufficient cause for the transfer described herein; and

Now, therefore, in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the Parish and the City as follows:

1. ACQUISITION AND TRANSFER OF PROPERTY.

a. The Parish shall acquire, and shall convey, transfer and deliver to the City of Youngsville the following described property:

“That certain parcel of ground together with any improvements situated thereon, which is located in Section 18, T 11 S, R 5 E, Lafayette Parish, Louisiana, and which, according to plat of survey prepared by Roland W. Laurent & Associates dated June 29, 1972, a copy of which is recorded at Act No. 589971, Book V-65, page 423, it is shown thereon as “Property of Ovide Thibeaux.” Said parcel has a frontage on Louisiana Highway 734 of 76.25 feet and such other metes and bounds as are shown on said plat. Said property is bounded North by property acquired by C. & A. Builders, Inc., later acquired by Joseph Rex Landry, South by property of Phillip Tribe, East by Louisiana Highway 734, and west by a ditch.”

Said transfer shall be subject to the terms and conditions contained herein and shall be evidenced by an appropriate deed translatve of title (the “Youngsville Transfer”), which is attached hereto as Exhibit “A,” by and between the respective parties.

2. CONDITIONS OF TRANSFER.

a. The City hereby agrees and recognizes that the Youngsville Transfer is for the public purposes enumerated above;

b. In connection with the agreement of the Parish and the City, the City hereby agrees to maintain the property to be acquired by the City;

c. In connection with the agreement between the Parish and the City, the City hereby agrees to accept all financial responsibility for and liability on the property, relieving the Parish of all responsibility; and

d. Upon execution of the Youngsville Transfer, the City hereby agrees to reimburse the Parish, upon itemization by the Parish to the satisfaction of the City the Parish, for i) those legal expenses incurred by the Parish since January 1, 2021 in connection with the Parish’s acquisition and transfer of the property; and ii) the Parish’s actual costs for

advertisements and other notification efforts undertaken by the Parish in acquisition of the above-described property; the total of items i) and ii) herein not to exceed \$2,500.00.

3. EFFECTIVE DATE. The parties hereby agree that this Agreement shall be deemed effective once all the parties hereto have executed the Agreement.

4. ENTIRE AGREEMENT. This Agreement shall constitute the entire agreement between the parties concerning its subject matter; all prior agreements concerning its subject matter between the parties, whether written or oral, are merged into this Agreement and shall have no force and effect. The parties hereto recognize the recitals noted hereinabove are part of the Agreement and incorporated herein by reference thereto.

5. SURVIVAL. All representations herein shall survive the term of this Agreement.

THUS DONE AND SIGNED, in multiple originals, on this _____ day of _____, 2021, by the undersigned in the presence of the undersigned competent witnesses who have hereunto executed, affixed and signed their names and the undersigned Notaries Public, after due reading of the whole.

WITNESSES:

CITY OF YOUNGSVILLE

(Name of Witness - Please Print)

By: _____
Ken Ritter
Mayor

(Name of Witness - Please Print)

NOTARY PUBLIC

(Name of Notary Public - Please Print)

(I.D. No. or Bar Roll No.)

WITNESSES:

PARISH OF LAFAYETTE

(Name of Witness - Please Print)

By: _____
Joshua Guillory
Lafayette Mayor-President

(Name of Witness - Please Print)

NOTARY PUBLIC

(Name of Notary Public - Please Print)

(I.D. No. or Bar Roll No.)

EXHIBIT "A"

STATE OF LOUISIANA

PARISH OF LAFAYETTE

ACT OF SALE

BE IT KNOWN, that at the places and on the dates appearing hereinbelow, before the undersigned Notaries Public, duly commissioned and qualified as such for their respective Parishes and States, and in the presence of the undersigned competent witnesses, personally came and appeared:

LAFAYETTE PARISH, a political subdivision of the State of Louisiana represented herein by Joshua S. Guillory, its Mayor-President, duly authorized by Ordinance No. PO-_____-2021 of the Lafayette Parish Council adopted on the ____ day of _____, 2021, a copy of which is attached hereto and made a part hereof (hereinafter referred to as the "Seller"),

who declared unto me, Notary, in the presence of the undersigned competent witnesses, that in consideration of and subject to the terms and conditions contained in that Cooperative Endeavor Agreement by and between Lafayette Parish and the City of Youngsville, executed contemporaneously herewith, Seller sells, "as is," all of Seller's right, title and interest in and to the property described below, together with all appurtenances thereunto belonging or in any way appertaining, and all buildings and improvements located on the property, if any, unto:

The CITY OF YOUNGSVILLE, a political subdivision of the State of Louisiana represented herein by Ken Ritter, its Mayor, duly authorized by Resolution _____ adopted on the ____ day of _____, 2021, a copy of which is attached hereto and made a part hereof (hereinafter referred to as the "Buyer"),

who appears herein for the purpose of accepting the following described property (hereinafter simply referred to as the "Property"), to-wit:

"That certain parcel of ground together with any improvements situated thereon, which is located in Section 18, T 11 S, R 5 E, Lafayette Parish, Louisiana, and which, according to plat of survey prepared by Roland W. Laurent & Associates dated June 29, 1972, a copy of which is recorded at Act No. 589971, Book V-65, page 423, it is shown thereon as "Property of Ovide Thibeaux." Said parcel has a frontage on Louisiana Highway 734 of 76.25 feet and such other metes and bounds as are shown on said plat. Said property is bounded North by property acquired by C. & A. Builders, Inc., later acquired by Joseph Rex Landry, South by

property of Phillip Tribe, East by Louisiana Highway 734, and west by a ditch.”

And to these presents, personally appeared the said Buyer who declared unto me, Notary, in the presence of the undersigned competent witnesses, that it hereby accepts for itself, its successors and assigns, the Property by this act sold to it, and hereby accepts delivery and possession thereof.

THUS DONE AND SIGNED on this ____ day of _____, 2021, in the presence of the undersigned competent witnesses who sign with appearer(s) and me, Notary, after due reading of the whole.

WITNESSES:

CITY OF YOUNGSVILLE

By: _____

Ken Ritter

Mayor

(Name of Witness - Please Print)

(Name of Witness - Please Print)

NOTARY PUBLIC

(Name of Notary Public - Please Print)

(I.D. No. or Bar Roll No.)

WITNESSES:

PARISH OF LAFAYETTE

(Name of Witness - Please Print)

By: _____
Joshua Guillory
Mayor-President

(Name of Witness - Please Print)

NOTARY PUBLIC

(Name of Notary Public - Please Print)

(I.D. No. or Bar Roll No.)