

COOPERATIVE ENDEAVOR AGREEMENT FOR ROAD IMPROVEMENTS

In accordance with Article VII, Section 14 of the Constitution of the State of Louisiana, the DESOTO PARISH POLICE JURY, a political subdivision of the State of Louisiana, whose mailing address is P.O. Box 898, Mansfield, Louisiana 71052, represented herein by its duly authorized President, B.D. Mitchell (hereinafter sometimes referred to as the "Police Jury"); and _____, a corporation organized under the laws of the State of _____, whose mailing address is _____, represented herein by its duly authorized representative (hereinafter referred to as "Operator"), do hereby enter into this Cooperative Endeavor Agreement (the "Agreement") to serve a public purpose and create a benefit to the public in the manner hereinafter declared.

PURPOSE

Whereas, the Operator is conducting _____, development, transportation and marketing activities (hereinafter referred to as "Activities") in DeSoto Parish, Louisiana;

Whereas, the transporting of heavy equipment and supplies over DeSoto Parish public roads hereinafter referred to as "public roads") is necessary for these Activities;

Whereas, the existing conditions of certain public roads may necessitate the construction of improvements to such public roads for the business, financial and economic objectives of the Operator;

Whereas, the Operator, in its sole discretion, may elect to improve such public roads in Desoto Parish;

Whereas, the DeSoto Parish Police Jury and Operator desire to enter into a written agreement regarding the improvements to public roads;

Whereas, the purpose of this Agreement is to specify the respective responsibilities and duties of the parties hereto regarding such public road improvements.

IMPROVEMENTS OF PUBLIC ROAD(S)

(1) The Operator may, in its sole discretion, elect to improve public roads in DeSoto Parish.

(2) The DeSoto Parish Police Jury shall provide specifications of acceptable road materials so that the Operator may purchase and use said materials in the improvements to public roads directly caused by the Operator's Activities in Desoto Parish, Louisiana. If needed, the Desoto Parish Police Jury shall also make available to Operator the materials meeting the above mentioned specifications to be used, at the discretion of the Operator and if readily available at the Road Department, to make the above mentioned improvements. Operator shall reimburse the DeSoto Parish Police Jury for the materials it obtains from the Police Jury at the same price such road materials are purchased by the DeSoto Parish Police Jury.

(3) Operator or its subcontractors shall improve _____ miles of _____ road from _____ to _____ utilizing the specified materials. The improvements shall consist of _____

_____.

All construction shall be performed in a good and workable manner consistent with industry standards. Improvements shall be completed in a timely manner. The Police Jury shall identify all existing utilities prior to the Operator's commencement of road improvements. Thereafter, the Operator shall make a reasonable effort to protect and preserve existing utilities and road improvements in public right-of-ways during the course of the work, when said improvements are scheduled to remain, unless released from liability in writing by the Road Superintendent or his designee.

(4) Upon completion of the road improvements, the Operator shall tender written completion notice to the Parish Road Superintendent or his designated representative. The Parish Road Superintendent or his designated representative shall inspect the public road(s) within five (5) business days, and each is authorized to provide written acceptance of the public road repairs on behalf of the Police Jury.

Notwithstanding any provision of this Agreement to the contrary, the Parish Road Superintendent or his designated representative shall not unreasonably withhold written acceptance of the public road repairs.

(5) Upon receipt of written acceptance of the improvements to the public road(s) described hereinabove, the Police Jury shall thereafter repair and maintain the improved public road(s) at its expense in perpetuity.

INDEMNIFICATION

Upon receipt of written acceptance of the improvements to the road(s) described hereinabove, the Police Jury shall defend, indemnify and hold forever harmless Operator, its employees, officers, agents, servants, consultants, contractors, subcontractors, and all other persons or legal entities for whom Operator is or might be liable from and against any and all claims, demands, suits, losses, death, personal injury, or property damages, judgments, costs and expenses, whether direct, indirect or consequential and including but not limited to all fees, expenses and charges of attorneys and other professionals, as well as court and mediation costs and expenses arising out of, in connection with or resulting from the improvements or condition of the public road(s) referenced hereinabove and caused in whole or in part by any act, error, omission, strict liability or negligence of the Police Jury, its officers, agents, servants and employees, third parties or other person or organization performing directly or indirectly with the Police Jury and regardless of whether or not caused in part by the party indemnified hereunder, unless caused by the sole gross negligence of the Operator, contractor, or the subcontractor performing the above mentioned repairs for the Operator.

THIRD PARTY BENEFICIARY

It is the explicit intention of the parties hereto that no person or entity other than the parties hereto, except governmental authorities to the extent required by law, is or shall be entitled to bring any action to enforce any provision of this Agreement against either of the parties hereto, and that the covenants, undertakings and agreements set forth in this Agreement shall be solely for the benefit of and shall be enforceable only by, the parties hereto or their respective successors and assigns as permitted hereunder.

SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, representatives and permitted assigns.

ASSIGNMENT

The parties may not assign their rights, duties or obligations under this Agreement to any other person or entity without the prior written consent of the other party.

NOTICE

Any notice required or desired to be given under this Agreement shall be deemed given if in writing, sent by certified mail, to the other party at the address stated hereinabove.

TERMINATION

This Agreement may be terminated by either party upon one party notifying the other in writing of the opposing party's failure to comply with its covenants, obligations, terms and conditions and the failure of the opposing party to cure the failure within ten (10) days of the receipt of such notice. Notwithstanding anything herein contained to the contrary, this agreement shall automatically terminate if Operator ceases all "Activities" in Desoto Parish, Louisiana for a consecutive period of one (1) year.

ENTIRE AGREEMENT AND AMENDMENT

This Agreement contains the entire agreement of the parties with respect to the matters contained herein and supersedes all previous agreements or understandings regarding the same, whether written or oral. This Agreement may be modified, changed or altered only by an agreement in writing signed by both parties.

IN WITNESS WHEREOF the parties hereto have made and executed this Cooperative Endeavor Agreement in the presence of the two undersigned witnesses and me, Notary Public, after a due reading of the whole on this _____ day of _____, 2010.

WITNESSES:

DESOTO PARISH POLICE JURY

BY:

B.D. MITCHELL, PRESIDENT

J.O. BURCH, ROAD CHAIRMAN

STEVEN W. BROWN P.E.
ROAD SUPERINTENDENT

NOTARY PUBLIC

WITNESSES:

OPERATOR NAME

BY: _____
SIGNATURE

NAME (TYPE OR PRINT)

NOTARY PUBLIC