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Introduced March 11, 1986 by
Councilwoman Williams, seconded by
Councilman Salvaggio

Item No. 86-3-974

ORDINANCE NO. 1936

An ordinance annexing and zoning a certain parcel petitioned by Homart Development Co. and authorizing the Mayor of the City of Slidell to execute the agreement attached hereto and made a part hereof as if copied herein in extenso.

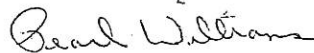
WHEREAS, the Slidell City Council did receive a petition from Homart Development Co. requesting annexation and zoning of the property more fully described in Exhibit A attached hereto and made a part hereof, and;

WHEREAS, the Slidell Planning and Zoning Commission approved such annexation and zoning on April 21, 1986, and;

WHEREAS, in connection with the annexation referred to hereinabove, the Mayor of the City of Slidell has been requested to execute the agreement attached hereto and made a part hereof as if copied herein in extenso and marked Exhibit B for identification.

NOW, THEREFORE BE IT ORDAINED by the Slidell City Council that the property described more fully in Exhibit A attached hereto and made a part hereof is annexed into the City of Slidell and zoned C-6, that the sign regulations contained in the Construction, Operation and Reciprocal Easement Agreement dated June 17, 1985 for North Shore Square and recorded in COB 1214 folio 335 of the official records of St. Tammany Parish, Louisiana, are accepted as the sign regulations for the property herein annexed, and that the Mayor of the City of Slidell is authorized to execute the agreement attached hereto and made a part hereof as if copies herein in extenso and marked Exhibit B for identification, and that the property be placed in Council District D.

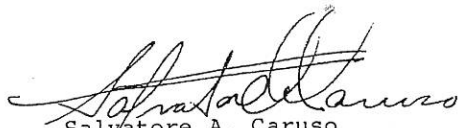
ADOPTED this 22nd day of April, 1986.




Pearl Williams
Councilwoman, District G
President of the Council

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Item No. 86-3-974
ORDINANCE NO.
Page 2


Salvatore A. Caruso
Mayor


Barbara Manteris Penton
Clerk of the Council

DELIVERED
4-22-86
to the Mayor

RECEIVED
4-22-86
from the Mayor

March 18, 1986

PUBLIC NOTICE

Item No. 86-3-974: An ordinance annexing and zoning a certain parcel petitioned by Homart Development Co. and authorizing the Mayor of the City of Slidell to execute the agreement attached hereto and made a part hereof as if copied herein in extenso.

A Public Hearing will be held on said proposed ordinance at 6:30 P.M. on Tuesday, April 22, 1986 in the Council Chambers, 2055 Second Street.

This proposed ordinance is being printed by title only as required by Ordinance No. 1528.

CITY OF SLIDELL

Barbara Manteris Penton
Clerk of the Council

Publish: 3/20/86
3/27/86
4/3/86

A certain portion of ground situated in the State of Louisiana, Parish of St. Tammany, Section 37, T8S, R14E, North Shore Square designated as HOMERT SITE and more fully described as follows:

Commence at the intersection of the easterly right of way line of Airport Road and the southerly right of way line of Interstate Highway No. 12, the point of beginning. Measure thence from the point of beginning along said southerly line N88°56'13"E a distance of 24.46'; thence along said southerly line N15°43'44"E a distance of 88.41'; thence along said southerly line N01°03'47"W a distance of 229.10'; thence along said southerly line N55°56'24"E a distance of 420.48'; thence along said southerly line N86°04'06"E a distance of 128.99' to a point on the easterly line of Homert Site; thence along said easterly line S26°41'30"W a distance of 317.93'; thence along said easterly line N63°18'30"W a distance of 169.40' thence along said easterly line S00°33'30"E a distance of 2276.72' to a point on the westerly line of Homert Site; thence along said westerly line N40°27'20"W a distance of 266.08' to a point on the southerly line of Homert Site; thence along said southerly line S49°32'40"W a distance of 20'; thence along said southerly line S69°27'37"W a distance of 437.17'; thence along said southerly line S79°25'38"W a distance of 59.33' to a point on the easterly line of Homert Site; thence along said easterly line S10°34'22"E a distance of 593.52' to a point on the northerly right of way line of U.S. Highway 190; thence along said northerly line in a westerly direction along the arc of a curve to the left having a radius of 1554.02' a distance of 52.63'; thence along said northerly line S76°01'36"W a distance of 47.51' to a point on the westerly line of Homert Site; thence along said westerly line N10°34'22"W a distance of 530'; thence along said westerly line in a northerly direction along the arc of a curve to the right having a radius of 207.55' a distance of 60.23'; thence along said westerly line N06°03'18"E a distance of 277.39' to a point on the southerly line of Homert Site; thence along said southerly line S88°56'12"W a distance of 614.52' to a point on the easterly right of way line of Airport Road; thence along said easterly line N01°03'47"W a distance of 1574.22' to a point on the southerly right of way line of Interstate Highway No. 12, the point of beginning.

Said Parcel contains 65,007¹/₂ Acres, NOT INCLUDING MERVYN'S PARCEL (5.7051¹/₂ ACRES) AND HOLMES TBA PARCEL (1.012¹/₂ ACRES)

NOT INCLUDED
Mervyn's PARCEL

A certain piece or portion of ground situated in the State of Louisiana, St. Tammany Parish, Section 37, T8S, R14E, North Shore Square, designated as Mervyn's PARCEL and more fully described as follows:

Commence at the intersection of the southerly right of way line of Interstate Hwy. 12 and the easterly right of way line of Airport Road; measure thence along said easterly line S01°03'47"E a distance of 96.00'; thence N88°56'13"E a distance of 9.00' to a point, the point of beginning. Measure thence from the point of beginning N88°56'13"E a distance of 174.00'; thence N01°03'47"W a distance of 35.00'; thence N88°56'13"E a distance of 50.14'; thence N28°56'13"E a distance of 21.00'; thence N84°18'29"E a distance of 294.79'; thence S05°41'31"E a distance of 141.85'; thence S50°41'31"E a distance of 77.57'; thence N84°18'29"E a distance of 70.42'; thence S05°41'31"E a distance of 278.42'; thence S84°18'29"W a distance of 134.02'; thence S05°41'31"E a distance of 36.00'; thence S84°18'29"W a distance of 182.40'; thence N05°41'31"W a distance of 20.21'; thence S84°18'29"W a distance of 294.52'; thence N01°03'47"W a distance of 93.28'; thence in a northerly direction along the arc of a curve to the right having a radius of 257' a distance of 169.32'; thence in a northerly direction along the arc of a curve to the left having a radius of 173' a distance of 113.98'; thence N01°03'47"W a distance of 70.00'; thence S88°56'13"W a distance of 174.00'; thence N01°03'47"W a distance of 25.00' to a point, the point of beginning.

HOLMES TBA PARCEL

A certain piece or portion of ground situated in the State of Louisiana, St. Tammany Parish, Section 37, T8S, R14E, North Shore Square, designated as Holmes TBA PARCEL and more fully described as follows:

Commence at the intersection of the projection of the easterly right of way line of Airport Rd. and the projection of the northerly right of way line of U. S. Hwy. 190; measure thence along said northerly line in a north easterly direction along the arc of a curve to the left having a radius of 5966.64' a distance of 449.86'; thence along said northerly line N76°01'36"E a distance of 280.50'; thence along said northerly line in a north easterly direction along the arc of a curve to the right having a radius of 1554.02' a distance of 52.63'; thence N10°34'22"W a distance of 593.52'; thence N79°25'38"E a distance of 59.33'; thence N04°40'54"E a distance of 76.87' to a point, the point of beginning. Measure thence from the point of beginning N05°41'31"W a distance of 174.00'; thence N84°18'29"E a distance of 253.33'; thence S05°41'31"E a distance of 174.00'; thence S84°18'29"W a distance of 253.33' to a point, the point of beginning.



U.S.

HI

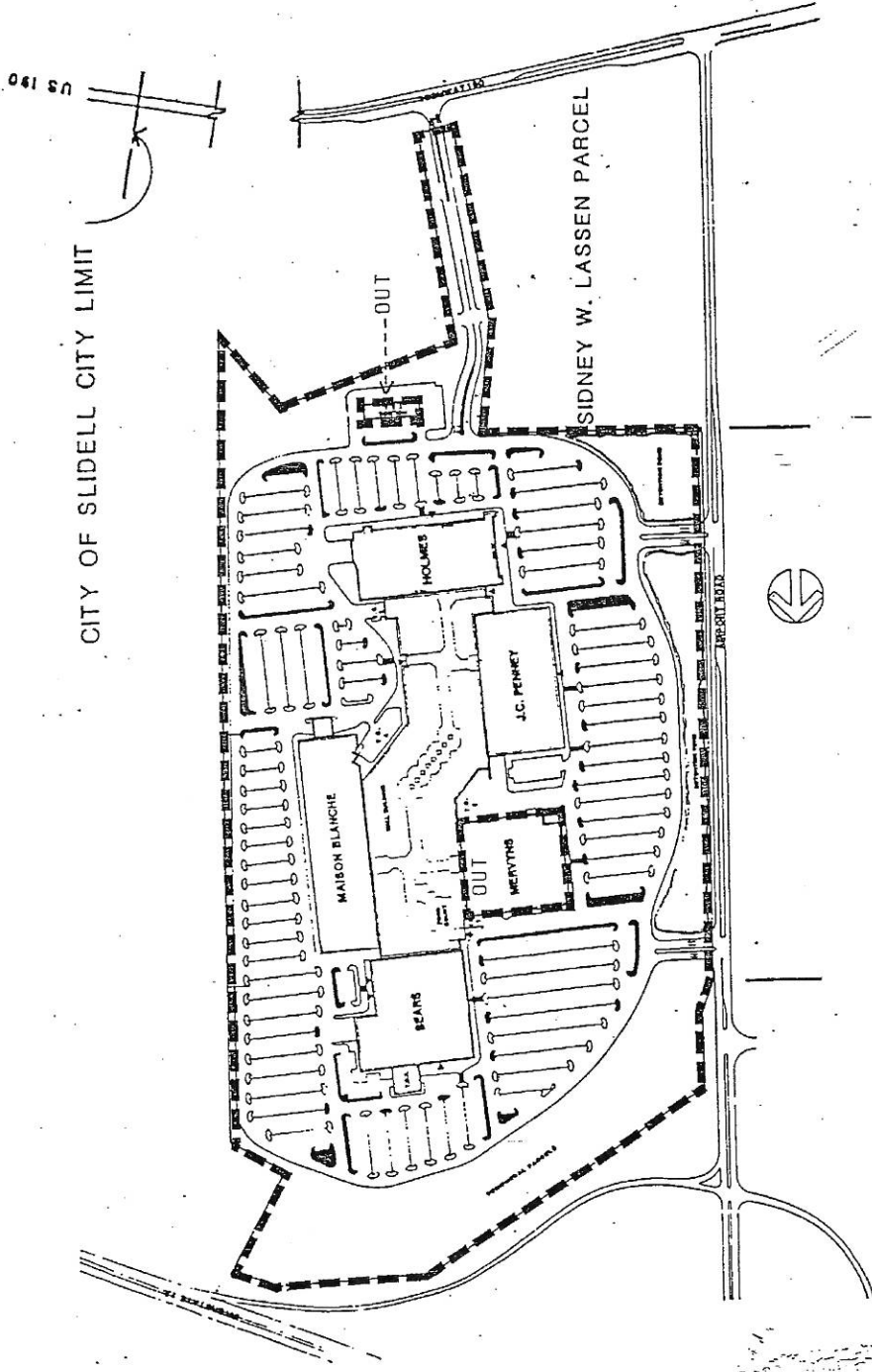
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A certain piece or portion of ground situated in the State of Louisiana, Parish of St. Tammany, Section 37, T8S, R14E, North Shore Square designated as PERIPHERAL PARCEL and more fully described as follows:

Commence at the intersection of the northerly right of way line of U.S. Highway 190 and the easterly right of way line of Airport Road; measure thence along said easterly line $N01^{\circ}03'47''W$ a distance of 2,518.14' to a point on the southerly right of way line of Interstate Highway 12; thence along said southerly line $N88^{\circ}56'13''E$ a distance of 9.00' to a point, the point of beginning. Measure thence from the point of beginning along said southerly line $N88^{\circ}56'13''E$ a distance of 15.46'; thence along said southerly line $N15^{\circ}43'44''E$ a distance of 88.41'; thence along said southerly line $N01^{\circ}03'47''W$ a distance of 229.10'; thence along said southerly line $N55^{\circ}56'24''E$ a distance of 897.44'; thence along said southerly line $N86^{\circ}04'06''E$ a distance of 372.88'; thence $S03^{\circ}55'54''E$ a distance of 327.49'; thence $S26^{\circ}41'30''W$ a distance of 50'; thence $N63^{\circ}18'30''W$ a distance of 156.58'; thence in a westerly direction along the arc of a curve to the left having a radius of 225' a distance of 173.78'; thence $S72^{\circ}26'24''W$ a distance of 130.18'; thence in a southwesterly direction along the arc of a curve to the left having a radius of 375' a distance of 107.99'; thence $S55^{\circ}56'24''E$ a distance of 199.80'; thence in a southwesterly direction along the arc of a curve to the left having a radius of 675' a distance of 318.12'; thence $S28^{\circ}56'13''E$ a distance of 181.48'; thence in a westerly direction along the arc of a curve to the right having a radius of 47.14' a distance of 49.68'; thence $S88^{\circ}56'13''W$ a distance of 83.20'; thence in a northerly direction along the arc of a curve to the right having a radius of 30' a distance of 46.92'; thence $N01^{\circ}03'47''W$ a distance of 30' to a point on the southerly right of way line of Interstate Highway 12, the point of beginning.

Said Parcel contains 7.6931± Acres.





CITY OF SLIDELL CITY LIMIT

SIDNEY W. LASSEN PARCEL

Item No. 86-3-974

AGREEMENT BETWEEN
THE CITY OF SLIDELL AND
HOMART DEVELOPMENT CO.

BE IT KNOWN, That on the dates hereinafter set forth,
before the undersigned Notaries Public in and for the Parish,
County and State hereinafter recited, duly commissioned therein
and qualified as such, personally came and appeared:

CITY OF SLIDELL, herein represented by its Mayor, the
Honorable Salvatore A. Caruso, in accordance with
Ordinance No. 1936, approved by the City
Council of the City of Slidell on APRIL 22,
1986, hereinafter sometimes referred to as "City",

and

HOMART DEVELOPMENT CO., a Delaware Corporation,
having its principal office at 55 West Monroe,
Chicago, Illinois 60603 (Developer) herein
represented by its undersigned officer hereunto duly
authorized, hereinafter sometimes referred to as
"Developer"; Homart as used herein, also refers to
any successors or assigns of Homart;

who declared that:

WHEREAS, Homart Development Co. is the owner of certain
tracts of land lying within Section 37, Township 8 South, Range 14
East of the Parish of St. Tammany, State of Louisiana, and which
are more fully described in Exhibit "A" attached hereto and
hereinafter referred to as the "Property";

WHEREAS, the Developer has developed the above described
property for commercial purposes;

WHEREAS, the Developer has constructed water and sewerage
facilities and other facilities on the Property generally
considered to be public improvements;

WHEREAS, the City is engaged in supplying water and
sewerage services and other public services to its citizens in the
City of Slidell;

WHEREAS, the Developer desires to have the Property annexed into the City of Slidell;

WHEREAS, the City believes that it will benefit from having the area described on Exhibit "A" within the City of Slidell;

WHEREAS, the City desires to expand its present limits to include new lands in accordance with a general desire to provide services, increase tax revenues, insure orderly growth and to improve the quality of life of its citizens; and

WHEREAS, in connection with and in contemplation of this Agreement, the City of Slidell has annexed U.S. Highway 190 from the presently existing city limits in a westerly direction to the Property and a portion of Airport Road (as more fully shown on Exhibit "B" attached hereto and made a part hereof).

FOR THE REASONS hereinabove recited, and in consideration of the mutual promises and covenants contained within this agreement, the parties agree as follows:

SECTION 1
DEFINITIONS

1.1 Definitions. For the purposes of this agreement the following words shall have the following meanings:

1. Property - Those lands which shall be annexed by the City of Slidell, St. Tammany Parish, Louisiana and owned by Developer, more fully described in Exhibit "A".
2. Development - North Shore Square shopping mall.

SECTION 2

DEVELOPMENT OF THE PROPERTY

2.1 Future Development. The Property also includes, in addition to that portion of Development owned by Developer, peripheral property described in Exhibit "C". This Agreement constitutes approval of the subdivision of peripheral property into not more than five (5) separate parcels. The minimum width of lots and minimum area shall conform with the C-6 zoning ordinance. The Development shall conform to all subsequently enacted local regulations not inconsistent with the terms of this Agreement.

2.2 Changes in the Property. If, within six (6) years from the date of this Agreement, the Developer acquires land adjacent to the Property, which land is annexed into the City and is subject to the zoning authority of the City, said land will be zoned C-6, and further, said land will become subject to this agreement as it may apply thereunto. In the event certain properties are annexed by the City which are presently owned by third parties within the Development, said properties shall become subject to this agreement as it may apply thereunto.

SECTION 3

ACQUISITION BY CITY OF LAND AND IMPROVEMENTS

3.1 Sale of Land and Improvements. The Developer agrees to sell, and the City agrees to buy, the land and improvements adjacent to Airport Road constructed by Developer, and to reimburse Developer for all associated costs incurred by Developer, in connection with those improvements, in accordance with Exhibit "D", at the agreed upon price of Five Hundred Twenty-five Thousand, Nine Hundred Sixty-six (\$525,966) Dollars.

3.2 Assignment of Drainage Servitude. Developer agrees to sell and assign and City agrees to buy and accept the drainage servitude along Airport Road and associated improvements, in accordance with Exhibit "E", at the agreed upon price of One Hundred Ninety-six Thousand Seven Hundred Forty-five (\$196,745) Dollars.

SECTION 4

ACQUISITION BY CITY OF WATER AND SEWERAGE FACILITIES

4.1 Sale by Developer of Utility Improvements. Developer agrees to sell and the City agrees to buy, in accordance with Exhibit "F", the waste water treatment plant, sanitary sewer system, two water wells and that part of the distribution system, all of which are located on the land being purchased, and the land, at the agreed upon price of One Million Seven Hundred Sixty-eight Thousand Eighteen (\$1,768,018.00) Dollars. The property on which the north water well is located is subject to a servitude for parking in favor of Developer or Developer's assigns. This price represents cost for these facilities to Developer less the reimbursement paid to Developer by Sidney W. Lassen in accordance with Exhibit "G".

4.2 Acceptance of Utility Improvements. All applicable licenses and permits for the utility improvements now held by Developer (listed in Exhibit "H") shall be transferred to City. The City accepts the waste water treatment plant and the water plant "as is" and Developer shall not be liable for any additional costs of work in connection with the approval, operation or licensing of this plant.

4.3 Acceptance by City of Lassen Contract and Servitude on Utilities. Reference is hereby made to the Restriction Agreement entered into between Sidney W. Lassen and Homart Development Co. dated December 6, 1983 and registered on December 21, 1983, in

COB 1131, folio 818, St. Tammany Parish, Louisiana. This agreement is attached hereto and made a part hereof as Exhibit "G" as if it was copied herein in extenso. The City agrees to stand in the place and stead of Homart Development Co. as set forth in paragraph 3 of that agreement. The City further agrees to defend, hold harmless and indemnify Developer from any and all liability connected with said paragraph 3 from the date of this Agreement.

4.4 Provision for Future Service Requirements. The City shall, at its sole cost and expense, secure any and all necessary servitudes and/or rights of way, and construct facilities of sufficient capacity to insure service without pause or interruption for the immediate and future requirements of the Property. The City shall maintain fire protection water reserves for the Property at the minimum capacity of 2,000 gallons per minute for 90 minutes at 60 psi static pressure and 50 psi residual pressure. The City shall not extend service from the purchased utilities to customers outside the Property for a period of six (6) months from the date of this agreement except as provided in Exhibit "G". Thereafter the City must demonstrate through actual usage and projected usage for the Property and that property described in Exhibit "G", the ability of the system to adequately serve the foregoing properties in accordance with this Agreement and the rules and regulations of the City before supplying service to customers outside these properties.

Developer agrees to grant to City, ^{at} no additional costs, sufficient servitudes across the Property when it is necessary to extend the purchased utilities from the utility sites to U.S. Highway 190, Airport Road and the property presently owned by Sidney W. Lassen at the intersection of Airport Road and U. S. Highway 190 to supply service to customers outside these properties. These servitudes will be located so as to insure a minimum of inconvenience to Developer and tenants of the Property. The City will meet with the Developer and coordinate the location of the servitudes, the use of the servitudes and the construction and maintenance of the servitudes. With the exception of bonafide emergency, no construction or maintenance work shall be conducted from November 1 until January 15 of any year.

4.5 Servitudes. The City shall maintain any and all property and facilities acquired by the City under this Section. When the City engages in the maintenance or hookup of new customers to the sanitary sewer system or the water system on the Property, said work will be done in coordination with Developer in order to insure a minimum of interruption and inconvenience to the tenants of the Property. With the exception of bonafide emergencies, no construction work shall be conducted from November 1 until January 15 of any year.

4.6 Rates. The rates to be charged for sewerage and water service within the Property shall be those rates in effect in the City of Slidell on the date of execution of this Agreement. No change in rates shall occur which does not affect the general community or which is in any way limited to tenants of the Property. Notwithstanding the foregoing, the property covered in Exhibit "G" will be charged the rates set forth in that agreement, unless the city and Lassen reach some other agreement.

4.7 Limitation of Developer's Tort Liability. City shall indemnify, defend and hold harmless Developer against all suits, claims, costs and attorney's fees which may be based on any injury or alleged injury, including any alleged injury to the environment, to any person or damage to any property that may occur, or that may be alleged to have occurred, in the course of operating the waste water treatment plant and water plant and providing utility service by the City under this Agreement, whether such claim shall be made by an employee of the City or by a third person. Developer shall promptly give written notice to the City of any such claim or action.

SECTION 5
ZONING AND CODE STANDARDS

5.1 Classification. The City agrees to simultaneously zone the Property C-6 at the time of annexation of the Property. All "peripheral properties" shown on Exhibit "C" shall continue to be classified the same zone as the Development. It is agreed that any and all lands which are presently contiguous to the property and which may be acquired by Developer within six (6) years of the date of this Agreement and annexed into the City would become subject to this Agreement. It is agreed that in the event certain

properties are annexed by the City which are presently owned by third parties within the North Shore Square Development, said properties shall become zoned C-6.

5.2 Acceptance of Existing Improvements. The City, for all purposes, accepts those existing improvements constructed, and those under construction on the Property, as being in compliance with all existing building, electrical, mechanical, or any other code or standards dealing with the Property.

5.3 Acceptance by City of Sanitary Sewer and Water Systems. The City accepts as in conformity with all applicable codes and standards of the City of Slidell, the sanitary sewer system and water system constructed within the limits of the Property and adjoining servitudes and rights of way.

5.4 Acceptance by City of Reciprocal Easement Agreement.

The City accepts that portion of the Construction, Operation and Reciprocal Easement Agreement dated June 17, 1985, recorded July 23, 1985, at COB 1214, folio 335 of the official records of St. Tammany Parish, Louisiana, for the Development dealing with sign regulation and further accepts the Operation and Reciprocal Easement Agreement as complying with the Sign Regulation Ordinance Section 2.23 of the City.

SECTION 6

MISCELLANEOUS PROVISIONS

6.1 Contractors' Licenses. All general contractors, subcontractors or contract labor presently under contract for construction on the Property shall not be required by the City of Slidell to be licensed while performing services or labor under any existing contract entered into prior to the execution of this Agreement.

6.2 Maintenance Crews of Department Stores & Mall.

Maintenance crews of the department stores and the mall shall be required to have a "Class B" license as issued by the City of Slidell. The testing requirements for the "Class B" license are waived as to the present maintenance crewmembers of the department stores and the mall and a "Class B" license shall be issued to each present maintenance crewmember of the department stores and the mall upon payment of the required fee to the City.

6.3 Police Protection. The City agrees that it will

provide police protection to the Property on a 24 hour per day basis beginning at the execution of this Agreement. The City agrees to increase the staffing and number of vehicles assigned on-site, in consultation with Developer, after an initial period of two months from the date of execution of this Agreement.

6.4 Annexation. The City agrees to indemnify, defend and

hold harmless the Developer from any and all liability for its voluntary request and petition to be annexed into the City of Slidell. In connection therewith, the City agrees to indemnify the Developer for any and all costs and fees, including attorney's fees for the defense of any lawsuit filed against the Developer in any way connected with its annexation into the City and rezoning by the City. City further agrees to pay any judgments, and interest thereon, which may be rendered against Developer in connection with this annexation.

6.5 Deannexation. The City agrees to immediately deannex

the Property if the price for the land and improvements in Section 3.1, the drainage servitude in Section 3.2 and the utility improvements in Section 4.1, hereinabove, are not paid by the City to Developer on or before December 31, 1986, unless agreed otherwise in writing by Developer. The City shall notify Developer in writing of his intention to deannex the Property sixty (60) days prior to the effective date of the deannexation ordinance.

6.6 Assignment. This Agreement shall inure to the

benefits of all parties hereto, their respective successors and/or assigns.

6.7 Louisiana Law. This Agreement shall be construed in accordance with the law of the State of Louisiana and the City of Slidell.

THUS DONE AND PASSED, on the 7th day of March, 1986,
~~AND THE 7TH DAY OF MAY, 1986~~
in the presence of the hereinbelow named competent witnesses, who subscribe their names with appearers and us, Notaries, after due reading of the whole.

WITNESSES:

CITY OF SLIDELL

Richard [Signature] BY: [Signature]
SALVATORE A. CARUSO,
MAYOR
Clair W. Hulbert

Dolores M. Williams
St. Tammany Parish Notary Public
State of Louisiana

WITNESSES:

HOMART DEVELOPMENT CO.

Constantin M. Arnoldi
Charlene Sarto

BY: [Signature]
EXECUTIVE VICE PRESIDENT

STATE OF ILLINOIS

COUNTY OF COOK

BEFORE ME, JUDITH ELLEGRAAL, a Notary Public, duly commissioned and qualified within and for the State and County aforesaid, personally came and appeared L. MICHAEL FOLEY, who being by me first duly sworn, ^{EXECUTIVE VICE} deposed and said that he is the President of Homart Development Co., and said appearer acknowledged to me, Notary, that he executed the above and foregoing instrument in the presence of the foregoing witnesses as his own free and voluntary act and deed, for the uses, purposes and considerations therein expressed.

IN WITNESS WHEREOF, said appearer has executed these presents together with me, Notary, and the undersigned competent witnesses, at my office in the County and State as aforesaid, on this 7th day of March, 1986.

WITNESSES:

HOMART DEVELOPMENT CO.

Carsten M. Arnold

BY: [Signature] ⁹⁰
EXECUTIVE VICE PRESIDENT

Charlene Sarto

Judith Ellegraal
NOTARY PUBLIC

My Commission Expires: March 15, 1989 (SEAL)

HOMART EXHIBITS ATTACHED TO AGREEMENT
Revised April 3, 1986

EXHIBIT	DESCRIPTION	FOUND ON PAGE:	PLAT NO. H-01-002
A	Map and Proces Verbal of land owned by Developer, (including well sites and 21 foot right-of-way for Airport Road and excluding I-12 dedication and two out parcels-Holmes TBA and Mervyn's).	1, 2	218
B	Drawing of Annexed property from the city limits of Slidell down U.S. Highway 190 in a westerly direction to the property and a portion of Airport Road .	2	-----
C	Peripheral property with deletion of I-12 dedication.	3,6	216
D	Sale of fee title with description of right-of-way and improvements in connection with widening of Airport Road. (Also attached as Exhibit "3" to sale of utilities)	3	198
E	Assignment of Lassen drainage servitude along Airport Road.	4	210
F	Sale of waste water treatment plant with reservation of servitude of use for parking on the north utility site and sale of water system (two water wells and land.)	4	215
G	Restriction Agreement between Lassen and Homart dated December 6, 1983	5, 6	-----
H	List of licenses and permits held by Developer. (Also attached as Exhibit "2" to sale of utilities)	4	-----

DMW

cc: CKR
cc: PJB