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7 Introduced October 24, 1989, by
8 Councilman Salvaggio, seconded by
9 Councilman-at-Large Singletary
10 (both by request of Administration)

11
12 Item No. 89-10-1395

13
14
15 **ORDINANCE NO. 2292**

16
17
18 An ordinance authorizing and empowering Salvatore A.
19 Caruso, Mayor of the City of Slidell, or his representative, to
20 sign and accept an assignment of utility servitudes granted to the
21 City of Slidell by Angelo A. Paternostro.

22
23 BE IT ORDAINED by the Slidell City Council, in legal
24 session convened, that Mayor Salvatore A. Caruso, or his
25 representative, is authorized and empowered to sign and accept the
26 assignment of utility servitudes granted to the City of Slidell by
27 Angelo A. Paternostro, more precisely described in Exhibit "A"
28 attached hereto and made a part thereof.
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38 ADOPTED this 21st day of November, 1989.
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42
43 **DELIVERED**
44 11/28/89 10:45 a.m.
45 to the Mayor

42
43 *Philip M. Salvaggio*
44 Philip M. Salvaggio
45 Councilman, District F
46 President of the Council

46
47 **RECEIVED**
48 12/7/89 4:00 pm
49 from the Mayor

49
50 *Salvatore A. Caruso*
51 Salvatore A. Caruso
52 Mayor

53
54 *Davis Dautreuil*
55 Davis Dautreuil
56 Council Administrator/Clerk of the Council
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Exhibit "A"

ASSIGNMENT AND DEDICATION OF
UTILITY SERVITUDES AND
IMPROVEMENTS

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UNITED STATES OF AMERICA

BY

ANGELO A. PATERNOSTRO

STATE OF LOUISIANA

TO

CITY OF SLIDELL

PARISH OF ST. TAMMANY

* * * * *

BE IT KNOWN, that on this _____ day of _____,
1989.

BEFORE ME, Elaine W. Guillot, a Notary Public, duly
commissioned and qualified, in and for the Parish of St. Tammany,
State of Louisiana, therein residing, and in the presence of the
witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED: ANGELO A. PATERNOSTRO, a
person of the full age of majority (the "Assignor"), who declared
that for the mutual benefits to be derived therefrom, he does
hereby assign, dedicate, transfer, set over and deliver unto the
City of Slidell (the "Assignee"), here present and accepting for
itself, its successors and assigns, all of his right, title and
interest in, to and under the following Acts Establishing Utility
Servitudes, and all of his right, title and interest in and to
all sewerage and water utility improvements constructed or placed
on, over and across the servitude areas described in the follow-
ing Acts Establishing Utility Servitudes:

1. Act Establishing Utility Servitude by Slidell
Factory Outlets, Ltd., recorded in COB 1399,
folio 409 of the official records of St. Tam-
many Parish;
2. Act Establishing Utility Servitude by Hunt's
Auto Electric & Salvage, Inc., recorded in COB
1399, folio 399 of the official records of St.
Tammany Parish;
3. Act Establishing Utility Servitude by Leako
Development Corporation, recorded in COB 1399,

folio 404 of the official records of St. Tammany Parish.

This Assignment and Dedication is made without any warranty whatsoever, but with full substitution and subrogation in and to all rights and actions of warranty that Assignor has or may have against preceding owners and vendors. The Assignee hereby assumes all of the Assignor's obligations under the foregoing instruments to the same extent as if the Assignee was an original signatory thereto, including without limitation all of Assignor's maintenance obligations.

The parties hereby request and direct the Clerk of Court and recorder of conveyances for the Parish of St. Tammany, to make an appropriate notation of this Assignment and Dedication in his records beside the inscriptions of the foregoing instruments at COB 1399, folio 409, COB 1399, folio 399 and COB 1399, folio 404.

THUS DONE AND PASSED on the day, month and year hereinabove written, in the presence of the undersigned competent witnesses, who have hereunto subscribed their names, together with said appearer, and me, Notary, after reading of the whole.

WITNESSES:

Angelo A. Paternostro

CITY OF SLIDELL

By: 

Salvatore A. "Sam" Caruso,
Mayor

Elaine W. Guillot
Notary Public

ACT ESTABLISHING UTILITY SERVITUDE *
BY: *
SLIDELL FACTORY OUTLETS, LTD. *

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ORLEANS

BE IT KNOWN, that on this ___ day of September, 1989;
BEFORE ME, the undersigned authority, a Notary Public,
duly commissioned and qualified in and for the Parish and State
aforesaid;

PERSONALLY CAME AND APPEARED:

SLIDELL FACTORY OUTLETS, LTD. ("SFO"), an Alabama limited partnership herein represented by Retail Properties Corporation, its General Partner, pursuant to the authority granted in the Articles of Partnership of that partnership, which General Partner is herein represented by William C. Ings, its President, duly authorized by virtue of resolutions of the Board of Directors of said corporation, a certified copy of which is annexed hereto.

WHO DECLARED AS FOLLOWS:

1. The SFO Property. SFO is the owner of that certain parcel of land located in Section 23, T-9S, R-14E, St. Tammany Parish, Louisiana, consisting of approximately 6.172 acres and more particularly described on the survey dated November 4, 1988, revised November 21, 1988, June 22, 1989, July 21, 1989, July 24, 1989, and July 27, 1989 by J.V. Burkes, III, registered land surveyor, a copy of which is annexed hereto as Exhibit A (the "SFO Parcel").

2. Utility Servitude. SFO does hereby grant and establish a nonexclusive servitude in favor of Angelo A. Paternostro, his successors and assigns (the "Beneficiary"), under and across that portion of the SFO Parcel which is outlined in red on Exhibit B attached hereto and designated thereon as the "Proposed 20' Utility Easement", and which is more particularly described on Exhibit C attached hereto (the "Servitude Area"). The servitude established herein is for the purpose of installing, constructing, maintaining, repairing and operating an underground sewer and water installation system only, in accordance with the plans and specifications attached as Exhibits D and E respectively (the "Utility Systems"). The Beneficiary shall

COB 1399 / 409

proceed with due diligence to construct the Utility Systems in a timely manner. The Utility Systems shall be constructed in accordance with the standards established by the City of Slidell for acceptance of a dedication of the Utility Systems and so that the owner of the SFO Parcel or its agents or contractors, using standards of good workmanship and considering the presence of the Utility Systems shall have the ability to construct and to use driveways or roadways over the Servitude Area without damage to the Utility Systems. The Beneficiary shall have the right to render utility services from the Utility Systems to (i) the owner of the property fronting on the I-10 Service Road in the vicinity of the SFO Parcel, presently owned by McDonald's Corporation and (ii) Leako Development Corporation for its property in the vicinity of the SFO Parcel. SFO, its successors and assigns, reserves and is hereby granted the absolute right to connect to the Utility Systems at any time without cost.

3. Maintenance. The owner of the SFO Parcel shall maintain the Servitude Area free and clear of any obstruction and shall not construct, place or allow the placing or construction of any permanent obstruction therein which would interfere with the installation, operation, maintenance and repair of the Utility Systems located in the Servitude Area. However, the owner of the SFO Parcel shall have the right to construct, install and maintain driveways or other surface paving in the Servitude Area. In the event that any such driveway or other surface paving must be removed or otherwise disturbed in order to facilitate the installation, operation, maintenance and repair of the Utility Systems, the Beneficiary shall restore the driveways or paving to their condition prior to the removal or disturbance. If any repair or restoration of the driveways or paving is not commenced immediately after completion of the installation, maintenance or repair of the Utility Systems (as the case may be) and diligently pursued to completion, then the owner of the SFO Parcel may commence and/or complete the repair or restoration and charge the Beneficiary therefor.

4. Access. The Beneficiary shall have the right to reasonable ingress and egress to and from the Servitude Area for the purposes of installing, operating, maintaining and repairing the Utility Systems.

5. Indemnity. The Beneficiary shall indemnify and hold the owner of the SFO Parcel harmless for any claim, action, damage, loss, or injury connected with or caused by any act or negligence of the Beneficiary, his agents, employees, or contractors, in the installation, operation, maintenance and repair of the Utility Systems.

6. Assignability. The Beneficiary shall have the right to assign his rights hereunder to the Utility Systems and the Servitude Area, in whole or in part, to SFO, McDonald's Corporation or the City of Slidell or any department or subdivision thereof. Should the City of Slidell or any department or subdivision thereof, SFO, or McDonald's Corporation, expressly assume all of the obligations of the Beneficiary hereunder with respect to all or any portion of the Utility Systems or the Servitude Area, then the Beneficiary shall be released from further responsibility hereunder to the extent of the obligations assumed.

7. Severability. The provisions of this act shall be severable from each other. In the event that any court of competent jurisdiction determines that any provision hereof is illegal, invalid, or otherwise unenforceable, the legality, validity or enforceability of the other provisions of this act shall not be affected thereby, and those other provisions shall remain in full force and effect.

8. Captions. Captions, when used in this act, are for convenience only, and shall not be deemed to modify or otherwise affect any provision hereof.

9. Successors. Whenever any of the parties to this act is referred to, such reference is deemed to include all successors and assigns of that party. This act shall inure to the benefit of and be binding on the successors and assigns of the parties hereto, as well as the properties described herein.

10. Enforcement. The rights of each party under this Agreement shall be enforceable by specific performance, mandatory or prohibitory injunction, and by any other remedy permitted by law or equity.

11. Attorneys' Fees. If any party institutes a legal proceeding to enforce its rights arising under this Agreement or to resolve any dispute arising hereunder, the prevailing party in such proceeding shall be entitled to collect the reasonable attorneys' fees incurred by it in connection with that proceeding.

THUS DONE AND PASSED, on the day, month and year hereinabove first written, in the presence of the undersigned competent witnesses, who hereunto sign their names together with the appearers and me, Notary, after reading of the whole.

WITNESSES:

SLIDELL FACTORY OUTLETS, LTD.

Retail Properties Corporation,
General Partner

By:

William C. Ings, III
President

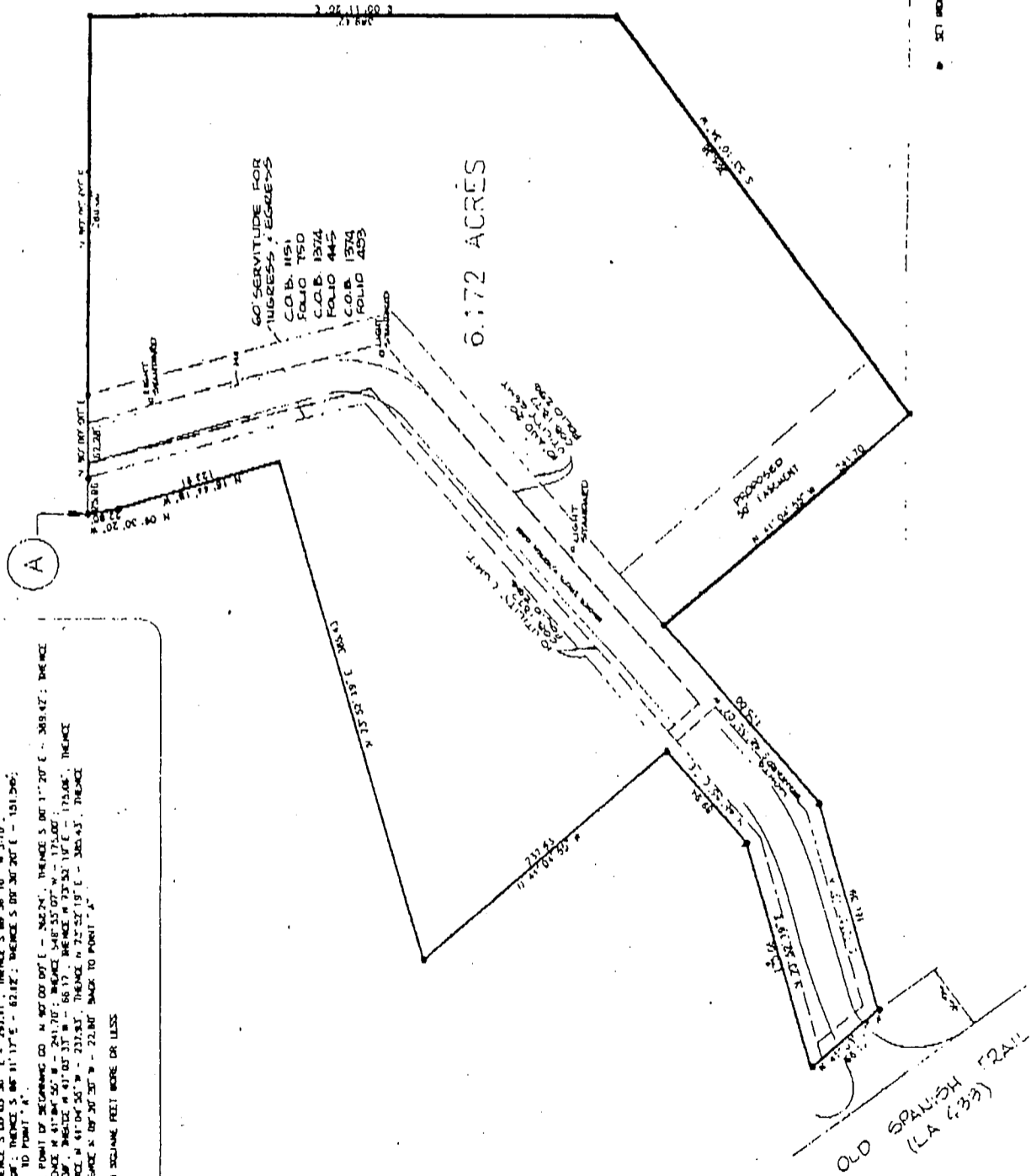
Notary Public

BENEFICIARY:

Angelo A. Paternostro

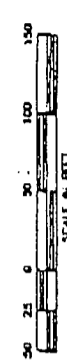
PROPERTY DESCRIPTION

FROM THE SECTION CORNER CORNER TO SECTIONS 14, 23 AND 44 OF TOWNSHIP 3 SOUTH
 RANGE 14 EAST, CO. S. 27° 45' 00" E. - 210.25', THENCE S. 27° 00' 00" E. - 24.32', THENCE
 EAST - 188.86', THENCE SOUTH - 280.72', THENCE EAST - 412.20', THENCE NORTH - 417.26',
 THENCE S. 87° 24' 00" E. - 486.6', THENCE SOUTH - 227.50', THENCE EAST - 623.5', THENCE
 S. 87° 24' 00" W. - 308.86', THENCE S. 87° 00' 00" E. - 297.31', THENCE S. 87° 24' 00" W. - 310',
 THENCE S. 87° 24' 00" W. - 308.86', THENCE S. 87° 11' 17" E. - 62.12', THENCE S. 87° 24' 00" E. - 151.20',
 THENCE S. 87° 24' 00" E. - 547' TO POINT "A".
 FROM POINT "A" WHICH IS THE POINT OF BEGINNING CO. N. 67° 00' 00" E. - 262.24', THENCE S. 87° 24' 00" E. - 389.47', THENCE
 S. 87° 24' 00" W. - 304.26', THENCE N. 81° 04' 50" W. - 241.70', THENCE S. 48° 55' 00" W. - 173.00',
 THENCE S. 72° 52' 18" W. - 100.00', THENCE N. 47° 00' 30" W. - 68.19', THENCE N. 72° 52' 18" E. - 173.00', THENCE
 N. 81° 04' 50" W. - 68.84', THENCE N. 47° 00' 30" W. - 231.82', THENCE N. 72° 52' 18" E. - 382.43', THENCE
 N. 81° 04' 50" W. - 122.87', THENCE N. 87° 30' 30" W. - 22.80' BACK TO POINT "A".
 SAID PARCEL CONTAINS THEREON SEVERAL FEET MORE OR LESS



SURVEY OF 6.172 ACRES
 IN
 SECT. 23 - T.9 S. - R. 14 E.

FOR: CROW OVERBEEK NEVILLE PETERS & ASS.
 CERTIFIED TO: CROW OVERBEEK NEVILLE PETERS & ASSOC. A
 BROOK, MORIAL, CASSIBRY, FRAICHE, AND PIL.
 OAK TREE SAVINGS BANK AND
 MANUFACTURERS RETAIL OUTLETS, INC. AND
 SLIDELL FACTORY OUTLETS LIMITED

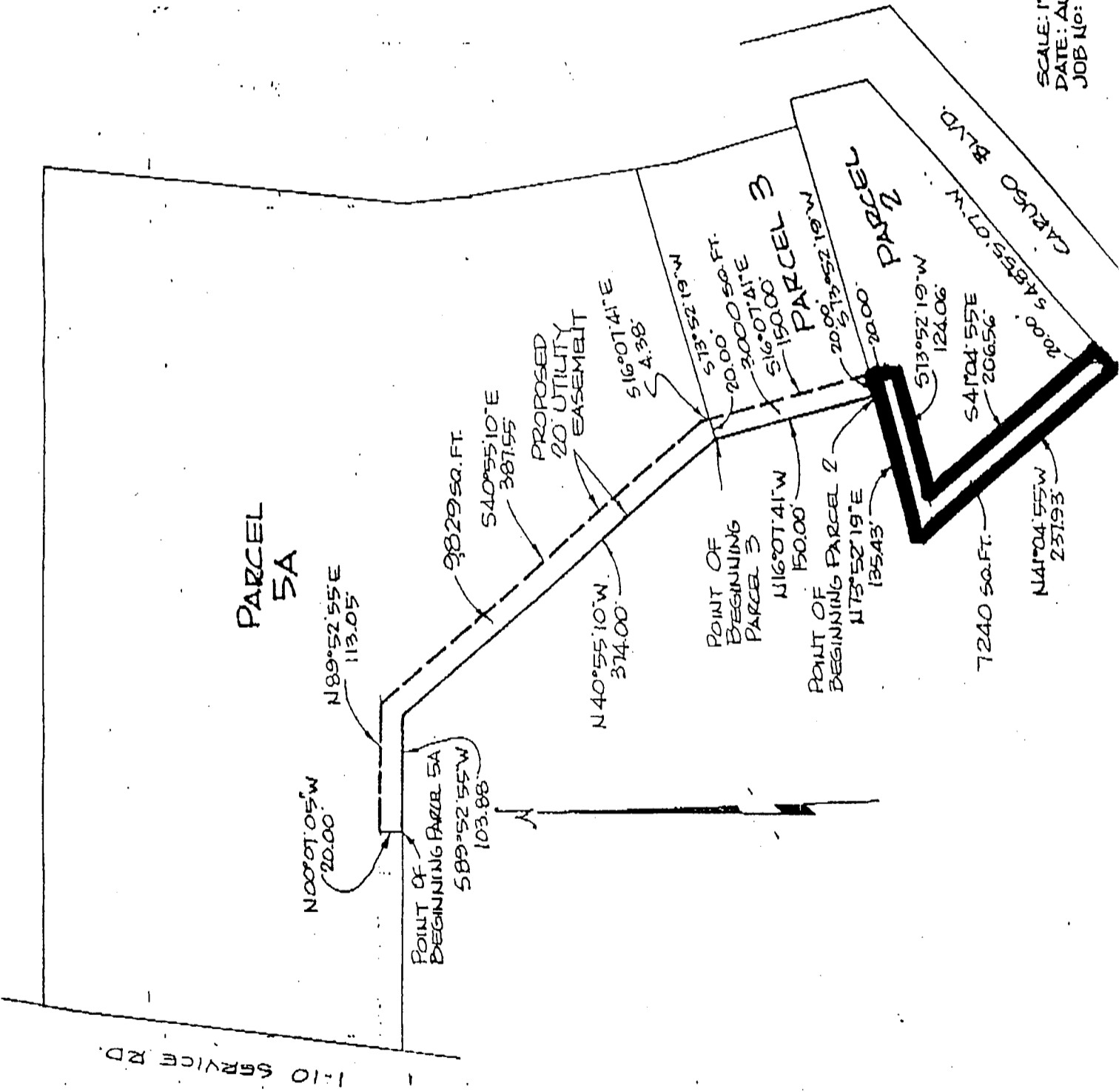


SCALE 1" = 50'
 DATE: MAY 4, 1988
 SURVEY NO. 88023
 MAPFILE: M801
 REVISED: NOVEMBER 21, 1988
 REVISED: JUNE 22, 1989
 REVISED: JULY 24, 1989
 REVISED: JULY 27, 1989



AS PER FIRM FLOOD MAP 225205, 06/3/88 DATED MARCH 1, 1984
 THE PROPERTY IS LOCATED IN FLOOD ZONE A1C BASE FLOOD ELEVATION 9.00 M.S.L.

SKETCH OF
 A PROPOSED 20' UTILITY ESM⁷
 SITUATED IN
 PARCELS 2, 3 & 5A
 SECTION 23, T9S, R14E
 ST. TAMMANY PARISH, LA.
 FOR
 MIRAMON CONSTRUCTION



PREPARED BY: J.V. Burkes III
 J.V. BURKES, ASSOC., IN
 P.O. BOX 1568
 MONROE, LA 70456

SCALE: 1"=100'
 DATE: AUG. 31, 1989
 JOB No:

ATTACHMENT TO SKETCH #890,530
Dated August 31, 1989

A 20-Foot Easement on Parcel 2

Description

All that certain parcel of ground being designated as a 20 feet utility easement, being situated on parcel 2, Section 23, Township 9 South, Range 14 East, St. Tammany Parish, Louisiana, being more fully described as follows:

From the Section corner common to Sections 13, 14, 23 and 24, Township 9 South, Range 14 East; Thence South 89 Degrees 42 minutes West-1320.00 feet to a point; Thence South 1163.20 feet to a point; Thence South-1087.64 feet to a point; Thence South 00 Degrees 11 minutes 20 seconds East-296.13 feet to a point; Thence South 89 Degrees 57 minutes 12 seconds West-1,116.26 feet to a point; Thence South 08 Degrees 03 minutes 29 seconds West-40.85 feet to a point; Thence South 08 Degrees 01 minutes 54 seconds West-283.75 feet to a point; Thence North 89 Degrees 52 minutes 55 seconds East-303.88 feet to a point; Thence South 40 Degrees 55 minutes 10 seconds East-374.00 feet to a point; Thence South 16 Degrees 07 minutes 41 seconds East-150.00 feet to the point of beginning.

Thence North 73 Degrees 52 minutes 19 seconds East-20.00 feet to a point; Thence South 16 Degrees 07 minutes 41 seconds East-20.00 feet to a point; Thence South 73 Degrees 52 minutes 19 seconds West-124.06 feet to a point; Thence South 41 Degrees 04 minutes 55 seconds East-206.56 feet to a point; Thence South 48 Degrees 55 minutes 07 seconds West-20.00 feet to a point; Thence North 41 Degrees 04 minutes 55 seconds West-237.93 feet to a point; Thence North 73 Degrees 52 minutes 19 seconds East-135.43 feet to the point of beginning.

Containing in all 7,240 square feet of land.

ACT ESTABLISHING UTILITY SERVITUDE * UNITED STATES OF AMERICA
BY: *
HUNT'S AUTO ELECTRIC & SALVAGE, INC. *

BE IT KNOWN, that on this ____ day of September, 1989,
BEFORE US, the undersigned authorities, Notaries
Public, duly commissioned and qualified in and for the
County/Parish and States hereinafter stated;

PERSONALLY CAME AND APPEARED:

HUNT'S AUTO ELECTRIC & SALVAGE, INC., a
Mississippi corporation, herein represented by
Melvin N. Hunt, its President, duly authorized
by virtue of resolutions of the Board of
Directors of said corporation, a certified
copy of which is annexed hereto ("Hunt");

WHO DECLARED AS FOLLOWS:

1. The Hunt Property. Hunt is the owner of that certain
parcel of land located in Section 23, T-9S, R-14E, St. Tammany
Parish, Louisiana, consisting of approximately .8591 acres and
more particularly described on the survey dated December 5, 1988
by J.V. Burkes, III, registered land surveyor, a copy of which is
annexed hereto as Exhibit A (the "Hunt Parcel").

2. Utility Servitude. HUNT does hereby grant and
establish a nonexclusive servitude in favor of Angelo A.
Paternostro, his successors and assigns (the "Beneficiary"),
under and across that portion of the Hunt Parcel which is
outlined in red on Exhibit B attached hereto and designated
thereon as the "Proposed 20' Utility Easement", and which is more
particularly described on Exhibit C attached hereto (the
"Servitude Area"). The servitude established herein is for the
purpose of installing, constructing, maintaining, repairing and
operating an underground sewer and water installation system
only, in accordance with the plans and specifications attached as
Exhibits D and E respectively (the "Utility Systems"). The
Beneficiary shall proceed with due diligence to construct the
Utility Systems in a timely manner. The Utility Systems shall be
constructed in accordance with the standards established by the
City of Slidell for acceptance of a dedication of the Utility

Systems and so that the owner of the Hunt Parcel or its agents or contractors, using standards of good workmanship and considering the presence of the Utility Systems shall have the ability to construct and to use driveways or roadways over the Servitude Area without damage to the Utility Systems. The Beneficiary shall have the right to render utility services from the Utility Systems to (i) the owner of the Hunt Parcel, (ii) the owner of the property fronting on the I-10 Service Road in the vicinity of the Hunt Parcel presently owned by McDonald's Corporation, (iii) Slidell Factory Outlets, Ltd. ("SFO"), for its property in the vicinity of the Hunt Parcel, and (iv) Leako Development Corporation for its property in the vicinity of the Hunt Parcel. Hunt, its successors and assigns, reserves and is hereby granted the absolute right to connect to the Utility Systems at any time without cost.

3. Maintenance. The owner of the Hunt Parcel shall maintain the Servitude Area free and clear of any obstruction and shall not construct, place or allow the placing or construction of any permanent obstruction therein which would interfere with the installation, operation, maintenance and repair of the Utility Systems located in the Servitude Area. However, the owner of the Hunt Parcel shall have the right to construct, install and maintain driveways or other surface paving in the Servitude Area. In the event that any such driveway or other surface paving must be removed or otherwise disturbed in order to facilitate the installation, operation, maintenance and repair of the Utility Systems, the Beneficiary shall restore the driveways or paving to their condition prior to the removal or disturbance. If any repair or restoration of the driveways or paving is not commenced immediately after completion of the installation, maintenance or repair of the Utility Systems (as the case may be) and diligently pursued to completion, then the owner of the Hunt Parcel may commence and/or complete the repair or restoration and charge the Beneficiary therefor.

4. Access. The Beneficiary shall have the right to reasonable ingress and egress to and from the Servitude Area for the purposes of installing, operating, maintaining and repairing the Utility Systems.

5. Indemnity. The Beneficiary shall indemnify and hold the owner of the Hunt Parcel harmless for any claim, action, damage, loss, or injury connected with or caused by any act or negligence of the Beneficiary, his agents, employees, or contractors, in the installation, operation, maintenance and repair of the Utility Systems.

6. Assignability. The Beneficiary shall have the right to assign his rights hereunder to the Utility Systems and the Servitude Area, in whole or in part, to SFO, McDonald's Corporation or the City of Slidell or any department or subdivision thereof. Should the City of Slidell or any department or subdivision thereof, SFO, or McDonald's Corporation, expressly assume all of the obligations of the Beneficiary hereunder with respect to all or any portion of the Utility Systems or the Servitude Area, then the Beneficiary shall be released from further responsibility hereunder to the extent of the obligations assumed.

7. Severability. The provisions of this act shall be severable from each other. In the event that any court of competent jurisdiction determines that any provision hereof is illegal, invalid, or otherwise unenforceable, the legality, validity or enforceability of the other provisions of this act shall not be affected thereby, and those other provisions shall remain in full force and effect.

8. Captions. Captions, when used in this act, are for convenience only, and shall not be deemed to modify or otherwise affect any provision hereof.

9. Successors. Whenever any of the parties to this act is referred to, such reference is deemed to include all successors and assigns of that party. This act shall inure to the benefit of and be binding on the successors and assigns of the parties hereto, as well as the properties described herein.

10. Enforcement. The rights of each party under this Agreement shall be enforceable by specific performance, mandatory or prohibitory injunction, and by any other remedy permitted by law or equity.

11. Attorneys' Fees. If any party institutes a legal proceeding to enforce its rights arising under this Agreement or to resolve any dispute arising hereunder, the prevailing party in such proceeding shall be entitled to collect the reasonable attorneys' fees incurred by it in connection with that proceeding.

AND NOW, COMES MANUFACTURERS RETAIL OUTLETS, INC. ("MRO"), who intervenes in this act and declares that it is the owner of an option to acquire the Hunt Parcel, by virtue of that certain Option Agreement dated June 22, 1989 between Hunt and MRO, as amended, a short form version of which is recorded at COB 1387, folio 181, St. Tammany Parish, and further declares that it agrees to acquire the Hunt Parcel subject to the servitude created herein and its appurtenant rights and obligations.

THUS DONE AND PASSED, effective on the day, month and year hereinabove first written, in the presence of the undersigned competent witnesses, who hereunto sign their names together with the appearers and me, Notary, in the County of _____, State of Mississippi, after reading of the whole.

WITNESSES:

HUNT'S AUTO ELECTRIC
& SALVAGE, INC.

By: _____

Melvin M. Hunt
President

Notary Public

My Commission Expires: _____

THUS DONE AND PASSED, effective on the day, month and year hereinabove first written, in the presence of the undersigned competent witnesses, who hereunto sign their names together with the appearer and me, Notary, in Orleans Parish, State of Louisiana, after reading of the whole.

WITNESSES:

INTERVENOR:

MANUFACTURERS RETAIL OUTLETS,
INC.

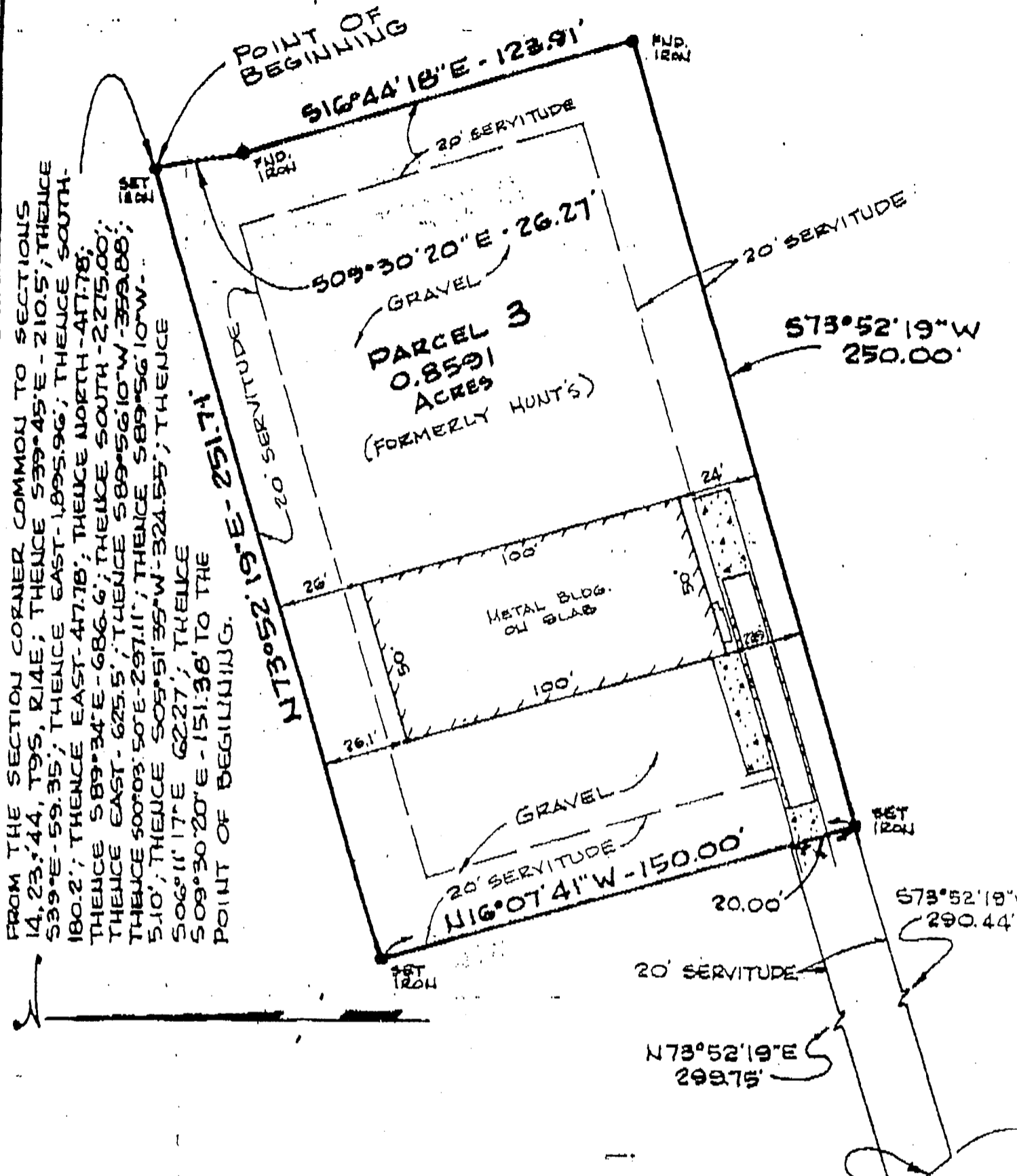
By: _____
W. Gary Lyle, President

Notary Public

BENEFICIARY:

Angelo A. Paternostro

FROM THE SECTION CORNER COMMON TO SECTIONS 14, 23, 44, T9S, R14E; THENCE S39°45'E - 210.5'; THENCE S39°E - 59.35'; THENCE EAST - 1895.96'; THENCE SOUTH - 180.2'; THENCE EAST - 47.78'; THENCE NORTH - 417.78'; THENCE S89°34'E - 686.6'; THENCE SOUTH - 2275.00'; THENCE EAST - 625.5'; THENCE S89°56'10"W - 389.88'; THENCE S00°03'50"E - 297.11'; THENCE S89°56'10"W - 510'; THENCE S05°51'35"W - 324.55'; THENCE S06°11'17"E - 622.7'; THENCE S09°30'20"E - 151.38' TO THE POINT OF BEGINNING.

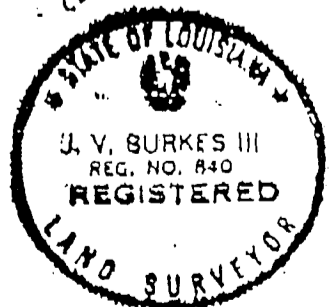


SURVEY MAP
OF
PARCEL 3, SECTION 23, T9S, R14E
ST. TAMMANY PARISH, LA.

CERTIFIED TO
CROW, OVERBEEK, NEVILLE, PETERS, ASSOC.,
BROOK, MORIAL, CASSIBRY, FRAICHE, PIZZA,
PREMIER BANK N.A. AND MANUFACTURERS
RETAIL OUTLETS, INC.

REV. TIE/7.5.1989
REV. TIE/6.21.1989

SCALE: 1" = 40'
DATE: DEC. 5, 1988
SURVEY No: 880,408



SURVEYED BY:
J.V. Burkes III
J.V. BURKES III
LA. REG. NO. 840
SLIDELL, LA.

Exhibit A to Act Establishing Utility Servitudes

ATTACHMENT TO SKETCH #890,530

Dated August 31, 1989

A 20 Feet Utility Easement on Parcel 3

Description

All that certain parcel of ground being designated as a 20 foot utility easement, being situated on parcel 3, Section 23, Township 9 South, Range 14 East, St. Tammany Parish, Louisiana, being more fully described as follows:

From the Section corner common to Section 13, 14, 23 and 24, Township 9 South, Range 14 East; Thence South 89 Degrees 42 minutes West-1320.00 feet to a point; Thence South-1163.20 feet to a point; Thence South-1,087.64 feet to a point; Thence 00 Degrees 11 minutes 20 seconds East-296.13 feet to a point; Thence South 89 Degrees 57 minutes 12 seconds West-1,116.26 feet to a point; Thence South 08 Degrees 03 minutes 29 seconds West-40.87 feet to a point; Thence South 00 Degrees 01 minutes 51 seconds West-283.75 feet to a point; Thence North 89 Degrees 52 minutes 55 seconds East-303.55 feet to a point; Thence south 40 Degrees 55 minutes 10 seconds East-374.00 feet to the point of beginning.

Thence North 73 Degrees 52 minutes 19 seconds East-20.00 feet to a point; Thence South 16 Degrees 07 minutes 41 seconds East-150.00 feet to a point; Thence South 73 Degrees 52 minutes 19 seconds West-20.00 feet to a point; Thence North 16 Degrees 07 minutes 41 seconds West 150.00 feet to the point of beginning.

Containing in all 0.000 acres of land.

ACT ESTABLISHING UTILITY SERVITUDE * UNITED STATES OF AMERICA
 *
 BY: * STATE OF LOUISIANA
 *
 LEAKO DEVELOPMENT CORPORATION * PARISH OF ORLEANS
 *

BE IT KNOWN, that on this ___ day of September, 1989;
 BEFORE ME, the undersigned authority, a Notary Public,
 duly commissioned and qualified in and for the Parish and State
 aforesaid;

PERSONALLY CAME AND APPEARED:

LEAKO DEVELOPMENT CORPORATION, a Louisiana
 corporation, herein represented by Angelo A.
 Paternostro, its President, duly authorized by
 virtue of resolutions of the Board of
 Directors of said corporation, a certified
 copy of which is annexed hereto ("Leako");

WHO DECLARED AS FOLLOWS:

1. The Leako Property. Leako is the owner of that certain
 parcel of land located in Section 23, T-9S, R-14E, St. Tammany
 Parish, Louisiana, consisting of approximately 7.6367 acres and
 more particularly described on the survey dated January 3, 1989
 by J.V. Burkes, III, registered land surveyor, a copy of which is
 annexed hereto as Exhibit A (the "Leako Parcel").

2. Utility Servitude. Leako does hereby grant and
 establish a nonexclusive servitude in favor of Angelo A.
 Paternostro, his successors and assigns (the "Beneficiary"),
 under and across that portion of the Leako Parcel which is
 outlined in red on Exhibit B attached hereto and designated
 thereon as the "Proposed 20' Utility Easement", and which is more
 particularly described on Exhibit C attached hereto (the
 "Servitude Area"). The servitude established herein is for the
 purpose of installing, constructing, maintaining, repairing and
 operating an underground sewer and water installation system
 only, in accordance with the plans and specifications attached as
 Exhibits D and E respectively (the "Utility Systems"). The
 Beneficiary shall proceed with due diligence to construct the
 Utility Systems in a timely manner. The Utility Systems shall be
 constructed in accordance with the standards established by the
 City of Slidell for acceptance of a dedication of the Utility

COB 1399/404

Systems and so that the owner of the Leako Parcel or its agents or contractors, using standards of good workmanship and considering the presence of the Utility Systems shall have the ability to construct and to use driveways or roadways over the Servitude Area without damage to the Utility Systems. The Beneficiary shall have the right to render utility services from the Utility Systems to (i) the owner of the property fronting on the I-10 Service Road in the vicinity of the Leako Parcel presently owned by McDonald's Corporation, and (ii) Slidell Factory Outlets, Ltd. ("SFO"), for its property in the vicinity of the Leako Parcel. Leako, its successors and assigns, reserves and is hereby granted the absolute right to connect to the Utility systems at any time without cost.

3. Maintenance. The owner of the Leako Parcel shall maintain the Servitude Area free and clear of any obstruction and shall not construct, place or allow the placing or construction of any permanent obstruction therein which would interfere with the installation, operation, maintenance and repair of the Utility Systems located in the Servitude Area. However, the owner of the Leako Parcel shall have the right to construct, install and maintain driveways or other surface paving in the Servitude Area. In the event that any such driveway or other surface paving must be removed or otherwise disturbed in order to facilitate the installation, operation, maintenance and repair of the Utility Systems, the Beneficiary shall restore the driveways or paving to their condition prior to the removal or disturbance. If any repair or restoration of the driveways or paving is not commenced immediately after completion of the installation, maintenance or repair of the Utility Systems (as the case may be) and diligently pursued to completion, then the owner of the Leako Parcel may commence and/or complete the repair or restoration and charge the Beneficiary therefor.

4. Access. The Beneficiary shall have the right to reasonable ingress and egress to and from the Servitude Area for the purposes of installing, operating, maintaining and repairing the Utility Systems.

5. Indemnity. The Beneficiary shall indemnify and hold the owner of the Leako Parcel harmless for any claim, action, damage, loss, or injury connected with or caused by any act or negligence of the Beneficiary, his agents, employees, or contractors, in the installation, operation, maintenance and repair of the Utility Systems.

6. Assignability. The Beneficiary shall have the right to assign his rights hereunder to the Utility Systems and the Servitude Area, in whole or in part, to SFO, McDonald's Corporation or the City of Slidell or any department or subdivision thereof. Should the City of Slidell or any department or subdivision thereof, SFO, or McDonald's Corporation, expressly assume all of the obligations of the Beneficiary hereunder with respect to all or any portion of the Utility Systems or the Servitude Area, then the Beneficiary shall be released from further responsibility hereunder to the extent of the obligations assumed.

7. Severability. The provisions of this act shall be severable from each other. In the event that any court of competent jurisdiction determines that any provision hereof is illegal, invalid, or otherwise unenforceable, the legality, validity or enforceability of the other provisions of this act shall not be affected thereby, and those other provisions shall remain in full force and effect.

8. Captions. Captions, when used in this act, are for convenience only, and shall not be deemed to modify or otherwise affect any provision hereof.

9. Successors. Whenever any of the parties to this act is referred to, such reference is deemed to include all successors and assigns of that party. This act shall inure to the benefit of and be binding on the successors and assigns of the parties hereto, as well as the properties described herein.

10. Enforcement. The rights of each party under this Agreement shall be enforceable by specific performance, mandatory or prohibitory injunction, and by any other remedy permitted by law or equity.

11. Attorneys' Fees. If any party institutes a legal proceeding to enforce its rights arising under this Agreement or to resolve any dispute arising hereunder, the prevailing party in such proceeding shall be entitled to collect the reasonable attorneys' fees incurred by it in connection with that proceeding.

AND NOW, comes SLIDELL FACTORY OUTLETS, LTD., who intervenes in this act for the purpose of acknowledging that it is the owner of an option to acquire the Leako Parcel, by virtue of that certain Option Agreement dated February 20, 1989 between Leako and SFO, as amended, a short form version of which is recorded at COB 1374, folio 435, St. Tammany Parish, and further, acknowledging that it agrees to acquire the Leako Parcel subject to the servitude created herein and its appurtenant rights and obligations.

THUS DONE AND PASSED, on the day, month and year hereinabove first written, in the presence of the undersigned competent witnesses, who hereunto sign their names together with the appearers and me, Notary, after reading of the whole.

WITNESSES:

LEAKO DEVELOPMENT CORPORATION

By:

Angelo A. Paternostro
President

Notary Public

INTERVENOR:

SLIDELL FACTORY OUTLETS, LTD.

Retail Properties Corporation,
General Partner

By:

William C. Ings, III
President

BENEFICIARY:

Angelo A. Paternostro

1-10 SERVICE RD.

PARCEL 5A

POINT OF BEGINNING PARCEL 5A
589°52'55"W
103.88'

N00°01'05"W
20.00'

N89°52'55"E
113.05'

9829 SQ. FT.

540°55'10"E
387.55'

PROPOSED
20' UTILITY
EASEMENT

N40°55'10"W
374.00'

S16°01'41"E
4.38'

POINT OF BEGINNING PARCEL 3

N16°01'41"W
150.00'

POINT OF BEGINNING PARCEL 2

N73°52'19"E
135.43'

POINT OF BEGINNING PARCEL 3
20.00' SO. FT.
3000 SQ. FT.
S16°01'41"E
150.00'

POINT OF BEGINNING PARCEL 2
20.00' SO. FT.
513°52'19"W
124.06'

PARCEL 2

7240 SO. FT.

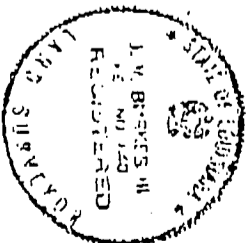
N41°04'55"W
231.93'

S41°04'55"E
206.56'

N00°54'55"W
100.00'

CARUSO BLVD.

SKETCH OF
A PROPOSED 20' UTILITY ESM'T.
SITUATED IN
PARCELS 2, 3 & 5A
SECTION 23, T9S, R14E
ST. TAMMANY PARISH, LA.
FOR
MIRAMON CONSTRUCTION



SCALE: 1"=100'
DATE: AUG. 31, 1989
JOB NO:

PREPARED BY: J.W. Burkes
J.W. BURKES & ASSOC., INC.
P.O. BOX 1568
SUDBELL, LA. 70458

ATTACHMENT TO SKETCH #890,530
Dated August 31, 1989

A 20 Feet Utility Easement on Parcel 5A

DESCRIPTION

All that certain parcel of ground being designated as a 20 feet utility easement, being situated on parcel 5A, Section 23, Township 9 South, Range 14 East, St. Tammany Parish, Louisiana, being more fully described as follows:

From the Section corner common to Sections 13, 14, 23 and 24, Township 9 South, Range 14 East; Thence South 89 Degrees 42 minutes West-1320.00 feet to a point; Thence South-1163.20 feet to a point; Thence South-1,087.64 feet to a point; Thence South 00 Degrees 11 minutes 20 seconds East-296.13 feet to a point; Thence South 89 Degrees 57 minutes 12 seconds West-1,116.26 feet to a point; Thence South 08 Degrees 03 minutes 29 seconds West-40.85 feet to a point; Thence South 08 Degrees 01 minutes 54 seconds West-283.75 feet to a point; Thence North 89 Degrees 52 minutes 55 seconds East-200.00 feet to the point of beginning.

Thence North 00 Degrees 07 minutes 05 seconds West-20.00 feet to a point; Thence North 89 Degrees 52 minutes 55 seconds East-113.05 feet to a point; Thence South 40 Degrees 55 minutes 10 seconds East-387.55 feet to a point; Thence South 16 Degrees 07 minutes 41 seconds East-4.38 feet to a point; Thence South 73 Degrees 52 minutes 19 seconds West-20.00 feet to a point; Thence North 40 Degrees 55 minutes 10 seconds West-374.00 feet to a point; Thence South 89 Degrees 52 minutes 55 seconds West-103.88 feet to the point of beginning.

Containing in all 9,829 square feet of land.