

SETTLEMENT AGREEMENT

Plaintiff Woodland Borrow Pits, LLC (“Woodland”) and Intervenor-Defendants Joyce Cornin, Velma Hill Davis, and the Christian Ministers Missionary Baptist Association of Plaquemines Parish (“Intervenors”) are presently engaged in two lawsuits styled: *Woodland Borrow Pits, LLC, v. The Plaquemines Parish Government, and Council Persons Marla Cooper, Percy V. Griffin, Jeff Edgecombe, Byron Marinovich and Burghart Turner*, Case Nos. 61-075 and 61-076, 25th Judicial District Court, Plaquemines Parish, Louisiana (“Litigation”). The parties to this Settlement Agreement, Woodland and the Intervenors, are collectively referred to in this Agreement as “the Settling Parties.” This Agreement is intended to resolve the Settling Parties’ differences about Woodland’s Plaquemines Parish borrow pit permit application at the Woodland North site at issue in the Litigation (“Permit”).

In order to amicably resolve their differences and to avoid further litigation, and because the Settling Parties share common goals to (1) promote cooperative, truthful and respectful dialogue between the Settling Parties, (2) engage in transparent and open communication between the Settling Parties and the Ironton/Myrtle Grove community, (3) not disparage one another, and (3) promote responsible development in the Ironton and Myrtle Grove area and Plaquemines Parish, Woodland and the Intervenors agree to settle and resolve their claims in the Litigation.

The Settling Parties enter into this agreement of their own will, and have had the opportunity to consult with legal counsel in making their decisions to enter into this agreement.

The Settling Parties agree as follows:

1. **Definitions:** This agreement adopts the following definitions:
 - **Backfill** – means to fill the Borrow Pit in its entirety, in compacted lifts of no greater than twelve (12) inches, with a minimum of ninety (90) percent relative compaction of the last three (3) feet of fill. There shall be an over-build of the crown of the borrow pit/s as is necessary (in light of the actual characteristics of the combination of the sand and the soil, subsoil or geologic material with sufficient nutrient content

and that can be used to support vegetation, that are-used) to ensure that after any settlement, the contours of the former pit/site will remain consistent with the pre-excavation natural topography of the property.

- Borrow Pit - an area excavated or to be excavated from which soil and unconsolidated materials are removed or extracted, below the grade level of the property which existed before any overbuilding of the site occurred, for any purpose including but not limited to: for sale, exchange, or for use, as fill for any activities, including but not limited to landscaping, building construction, levees, dams, highway construction or maintenance, or low lying areas, whether on-site or off-site.
- Excavation - Activities, whether of commercial nature or not, conducted on the surface or beneath the surface of lands in connection with sand, mud, clay, gravel, dirt including any removal or extraction operation whatsoever; the products of which enter commerce for the operations of which directly or indirectly affect commerce. Such activities include excavation for the purpose of obtaining sand, mud, clay, gravel, or dirt, including such common methods as contour, drift, auger, box cut, open pit, borrow pit, and area mining; and the cleaning, concentrating, or preparing for loading of soil at the site.
- Property - Lands that are capable of legal description and recorded ownership, and that are the subject in part or in whole to excavation, including extraction related activities, or proposed excavation or extraction related activities.

All other terms shall retain their plain meanings.

2. **Borrow Pit Excavation and Operations:** The Settling Parties agree that borrow pit/s excavated under the Permit will be excavated, operated and maintained in accordance with the standards in the Plaquemines Parish 2012 Borrow Pit Ordinance, Code of Ordinances § 18-89, attached as Exhibit A.

3. **Development of Retention Ponds:** The Settling Parties agree that Woodland and its successors and assigns may voluntarily backfill the borrow pit/s excavated under the Permit at any time. Woodland will develop the borrow pit/s excavated under the Permit, that are not subsequently backfilled, effectively into retention ponds that will be constructed and integrated into the Plaquemines Parish drainage system to promote flood control, as follows:

- a. The ponds shall serve effectively as functional components of the Plaquemines Parish drainage and flood control system.

- b. The steepest side slope of any borrow pit/retention pond will be one (1) foot vertical drop for every three (3) feet horizontal run, to a maximum depth of thirty-five (35) feet.
- c. The borrow pits/retention ponds shall not be used for a landfill or for the treatment or disposal of any material not originally found in the borrow pit or excavation site for a minimum of twenty-five years, except for backfilling efforts with fill sand, soil, subsoil or geologic material with sufficient nutrient content and that can be used to support vegetation.
- d. Woodland shall secure the borrow pit/s site with a fence at least six (6) feet in height and a closing gate with a locking device at each opening to prevent unauthorized access to the site. The fence shall be of welded wire galvanized metal mesh, minimum 6 gauge, with a maximum mesh aperture of 2" x 4". The fencing requirements shall be maintained until required backfilling is completed or as long as there is existing below level excavation, whether filled with water or not.
- e. Woodland will build, and have maintained, the retention ponds at the Woodland North site to:
 - i. minimize stagnation and make reasonable efforts to maintain levels of oxygenation sufficient to support aquatic life;
 - ii. minimize mosquito propagation; and
 - iii. manage and control the alligator population as regulated and overseen by the State of Louisiana via the Office of Wildlife and Fisheries. Woodland will respond in writing a written complaint of alligators or nutria within 14 days of receiving the written complaint.

4. **Entrance to Borrow Pits:** The Settling Parties agree that Woodland shall make all best efforts to use, for borrow pit purposes, an access road from Highway 23 to its Woodland North property that is at least 300 yards from Ironton Road and will not unreasonably burden access to Ironton Road.

5. **Community Liaison:** Woodland shall appoint an employee to act as a Community Liaison, who will be responsible for accepting, reviewing and responding to community feedback and concerns. Woodland will provide the Community Liaison's contact information to the Intervenors, who will post the information on the bulletin board at St. Paul's Missionary Baptist Church in Ironton. If the employee appointed as a Community Liaison changes, Woodland shall inform the Intervenors in writing within thirty days either before or after appointing the new Community Liaison. This provision shall expire ten years from the date the Settling Parties execute this Settlement Agreement.

6. **Community Meeting:** Woodland will hold a meeting open to the public, which will be hosted at St. Paul's Missionary Baptist Church in Ironton, within thirty days either before or after beginning excavations at the Woodland North site property at issue in the Litigation. Woodland will allow the meeting attendees to ask questions and voice concerns.

7. **Employment Announcements:** Woodland will post announcements for all available jobs related to the Woodland North site on the bulletin board at St. Paul's Missionary Baptist Church in Ironton. Woodland may effect this posting by sending a copy to the current Pastor at St. Paul's and receiving a written confirmation from the pastor that he or she has received the announcement or by placing the posting on the bulletin board itself.

8. **Settlement Payment:** There shall be no payment for damages or attorneys' fees between the parties for this Agreement.

9. **Servitude or Building Restriction:** Woodland will place a servitude or building restriction on the Woodland North real property, the final form of which will be agreed to by the attorneys, which will prohibit the property from being used as a landfill for at least 25 years, as described in Exhibit D. Woodland will record a copy of this building restriction with the Mortgage and Conveyance office for Plaquemines Parish within thirty days after the Settling Parties have executed this Agreement, and will mail or email a copy of the recorded building restriction to the Intervenors' attorney of record within fourteen days of recordation.

10. **Dismissal of Claims:** Within fourteen days after the Settling Parties have executed this Agreement, the Intervenors agree to direct their attorneys of record to file a dismissal with prejudice of their claims and demands in the Litigation. The filing shall consist of (1) a Joint Motion and (2) a Proposed Order in the form of Exhibits C and D attached to this Agreement.

11. **The Intervenors Will Not Object to Borrow Pit Permit:** The Intervenors will not object to the issuance of the Permit before the Plaquemines Parish Council or the 25th Judicial District Court or any other government agency or court.

12. **Joint Press Release:** The Settling Parties will issue the joint press release attached as Exhibit E within fourteen days after the Settling Parties have executed this Agreement.

13. **Press Statements:** The Intervenors will refrain from discussing the Permit or this settlement agreement, either verbally or in writing, with television or newspaper reporters for a period of six months from the date this settlement agreement is executed, except that their attorneys may communicate with reporters on their behalf; this provision applies only to issues raised in the Litigation and does not apply to future events or actions.

14. **No Admission of Liability:** The Settling Parties understand and agree that the agreements and covenants provided in this agreement are made in full settlement of disputed claims and by way of a compromise agreement to resolve disputes and avoid the uncertainty,

expense and delay of further litigation, and are not to be construed as an admission of liability on the part of the Settling Parties.

15. **Modifications:** The Settling Parties may only modify this agreement in writing and signed by the Settling Parties.

16. **Further Assurances:** The Settling Parties agree to take such further acts and execute such further documents as may reasonably be required to give effect to the terms of this Agreement.

17. **Enforcement of Agreement:** In the event that one of the Settling Parties breaches the terms of this Agreement, the Settling Parties agree that if they cannot come to an agreement to resolve the dispute, they will consider alternative dispute resolution.

18. **Authority to Enter Into Agreement:** Each signatory warrants that he or she has the authority and the power to enter into this Agreement on behalf of the Settling Party that he or she signs on behalf of.

19. **Multiple Counterparts:** This Agreement may be executed in multiple original counterparts, each of which shall constitute an original document, and all of which in the aggregate shall constitute one and the same agreement.

THIS SETTLEMENT AGREEMENT SIGNED AND EXECUTED IN MULTIPLE ORIGINALS ON THIS 14th DAY OF July 2014, IN THE CITY OF Ironton, AFTER A FULL READING BY EACH SIGNATORY.

Joyce Cornin

Joyce M. Cornin
BY: Joyce Cornin

Velma Hill Davis

Velma M. Davis
BY: Velma Hill Davis

The Christian Ministers Missionary Baptist Association of Plaquemines Parish

Rev. Haywood Johnson Jr.
BY: Rev. Haywood Johnson

As to Form:

Michelle Lee Hall
Michelle Lee Hall (SBN 31498)
Tulane Environmental Law Clinic
6329 Freret Street
New Orleans, LA 70118
Phone: (504) 862-8814
Counsel for the Intervenors

Date: 7/15/2014

Woodland Borrow Pits, LLC

[Signature]
BY:

Woodland Borrow Pits, LLC

[Signature]
BY:

Scandurro and Layrisson, LLC
607 St. Charles Ave.
New Orleans, LA 70130
Phone: (504) 522-7100
Counsel for Woodland

Date: 7/15/2014

name and address of the last Operator, if different from the Owner. If the site resumes Borrow Pit related operations, the Borrow Pit Ordinance shall apply to such new operations, in full.”

SECTION 3

Section 18-88, Art. V, Chapter 18 of the Code of Ordinances is hereby amended and, as amended, reenacted to read as follows:

“Sec. 18-88 Definitions.

Applicant - A Person that initiates the administrative process and seeks approval from this Parish for permission or a Permit to excavate or extract materials for the purposes stated in its application packet submitted for review.

Backfill – means to fill the Borrow Pit in its entirety, in compacted lifts of no greater than twelve (12) inches, with a minimum of ninety (90) percent relative compaction of the last three (3) feet of fill. There shall be an over-build of the crown of the Borrow Pit as is necessary (in light of the actual characteristics of the combination of sand and Suitable Materials used) to ensure that after any settlement, the contours of the former pit/site will remain consistent with the pre-Excavation natural topography of the Property.

Borrow Pit - an area excavated or to be excavated from which soil and unconsolidated materials are removed or extracted, below the grade level of the Property which existed before any overbuilding of the site occurred, for any purpose including but not limited to: for sale, exchange, or for use, as fill for any activities, including but not limited to landscaping, building construction, levees, dams, highway construction or maintenance, or low lying areas, whether on-site or off-site.

Council – Plaquemines Parish Council.

Department - Any applicable Department, or office, of the Parish Administration.

Director - A Person who heads or supervises one (1) or more parish Departments. The positions as defined in the parish charter.

Dirt - Includes all geologic materials, soil, mud, rock, clay, gravel, sand and the like.

Disturbed area or lands - The area within the Property which is altered by the Excavation or extraction related activities, including but not limited to the Borrow Pit, any road, utility, or facilities construction, and materials stockpiling areas.

DPZ – Plaquemines Parish Department of Permits, Planning, and Zoning.

Excavation - Activities, whether of commercial nature or not, conducted on the surface or beneath the surface of lands in connection with sand, mud, clay, gravel, dirt including any removal or extraction operation whatsoever; the products of which enter commerce for the operations of which directly or indirectly affect commerce. Such activities include excavation for the purpose of obtaining sand, mud, clay, gavel, or dirt, including such common methods as contour, drift, auger, box cut, open pit, borrow pit, and area mining; and the cleaning, concentrating, or preparation for loading of soil at the site.

Footprint - The indentation upon a land surface; an outline of existing Excavation.

Operator - The Person who operates, manages, controls, or oversees any aspect of the Excavation and/or extraction activity, project and/or process at a Borrow Pit.

Owner(s) - Any one or combination of the relationships outlined below:

- a. Being a Permittee, Operator, or Owner of a sand, clay, Dirt or gravel operation;
- b. Based on instruments of ownership or voting securities, or owning of record any interest of an entity; or
- c. Having any other relationships which give a Person authority directly or



indirectly to control the manner in which an Applicant, an Operator, or other entity conducts sand, Dirt and gravel operations.

Permit – Refers to a Plaquemines Parish issued Borrow Pit permit, regardless the title or name given to such permit, pursuant to the Council’s approval of a Borrow Pit Permit application.

Person - Includes both natural and juridical persons.

Post-extraction use - Specific uses or management-related activities that follow closure of an extracted parcel of Property.

Property - Lands that are capable of legal description and recorded Ownership, and that are the subject in part or in whole to Excavation, including extraction related activities, or proposed Excavation or extraction related activities.

Reclamation - Those activities taken to disturbed lands to bring such lands to a Council approved post-extraction use. These activities shall include: Backfilling, grading, compacting, soil stabilization, re-seeding; re-vegetation, and planting of nursery stock. Backfilling shall not be required in the event that the Borrow Pit is used exclusively for the providing of fill materials to Plaquemines Parish public levees, whether Federal, State, or locally sponsored projects, and wherein the Borrow Pit is located on the West bank of the Mississippi River, between the southern property line of the property upon which Captain Larry’s Seafood is situated (municipal address 11334 Highway 23, Belle Chasse, Louisiana 70037), and the northern property line of the property upon which St. Jude Church is situated (municipal address 24220 Diamond Road, Port Sulphur, Louisiana), to (B) Sand Pits, and to (C) Borrow Pits with operations less than ten (10) acres in size.

Sand Pit - An excavation area, which is at or above original grade, typically surrounded by a “ring levee”, into which sand is pumped for later extraction. In the event that excavation occurs below original grade, that portion of the excavation shall be considered a Borrow Pit for purposes of this Ordinance.

Suitable Materials - Soil, subsoil or geologic material with sufficient nutrient content and that can be used to support vegetation in a post-extraction use.”

USACE – United States Army Corps of Engineers.

SECTION 4

Section 18-89, Art. V, Chapter 18 of the Code of Ordinances is hereby amended and, as amended, reenacted to read as follows:

“Sec. 18-89 Standards for Operating Borrow Pits.

Each of the following standards set forth in sub-sections (a)-(l) are applicable to: (1) All Borrow Pits operations wherein the Borrow Pits are not used exclusively for the providing of fill materials to Plaquemines Parish public levees projects, whether Federal, State, or locally sponsored projects; (2) All Borrow Pits operations wherein the Borrow Pit is not located on the West Bank of the Mississippi River, between the southern property line of the property upon which Captain Larry’s Seafood is situated (municipal address 11334 Highway 23, Belle Chasse, Louisiana 70037), and the northern property line of the property upon which St. Jude Church is situated (municipal address 24220 Diamond Road, Port Sulphur, Louisiana), whether or not the Borrow Pits are used exclusively for the providing of fill materials to Plaquemines Parish public levees projects; (3) All Borrow Pits wherein the Borrow Pit Operators and/or Property Owners are not operating within the conditions placed on the Permit as originally issue.

The standards set forth in sub-sections (b), (c), (d), (e), (g), (h), and (j) are applicable to (A) any Borrow Pit permitted after the Effective Date of the Ordinance wherein the Borrow Pit is used exclusively for the providing of fill materials to Plaquemines Parish public levees, whether Federal, State, or locally sponsored projects, and wherein the Borrow Pit is located on the West bank of the Mississippi River, between the southern property line of the property upon which Captain Larry’s Seafood is situated (municipal address 11334 Highway 23, Belle Chasse, Louisiana 70037), and the northern property line of the property upon which St. Jude Church is situated (municipal address 24220 Diamond Road, Port Sulphur, Louisiana), and to (B) Borrow Pits with operations less than ten (10) acres in size in the Parish.

The standards set forth in sub-sections (c), (d), (g), (h), (j), and (k) are applicable to any Sand Pit in the Parish.

- (a) Any Property to be considered for a Borrow Pit operation Permit shall have a minimum area of five (5) acres.
- (b) Any Person who constructs, operates, uses, leases or owns a Property containing a Borrow Pit site shall post, or cause to be posted, signs in letters not less than three and one-half (3½) inches high in black on a yellow background: (1) attached at a five (5) foot height on the fencing, at intervals no greater than one hundred (100) feet along the Property boundaries and along any public rights-of-way that shall warn of the Borrow Pit operation on the Property and against trespassing on such Property; and (2) at all controlled access points and at other points on the fence line that are not more than two hundred (200) feet apart, listing the names and telephone numbers of Persons to call for access.
- (c) The Excavation or Borrow Pit shall not be located closer than one thousand (1,000) feet from:
 - (1) any existing, habitable, residential structure, which has been occupied within the previous five (5) years, or any platted residential subdivision boundary;
 - (2) any bridge, drainage structure (does not include levees, ditches or canals), or water supply; or,
 - (3) any school, park, playground, hospital, clinic, health care facility, registered burial grounds, or any site officially recognized or registered as having social, historical, and/or heritage significance.
- (d) No Borrow Pit site shall be closer than one hundred fifty (150) feet to any Property line, nor closer than two hundred (200) feet to any public road. Within this reserved perimeter buffer area, existing vegetation shall not be disturbed or removed, except for paved access areas and required landscaping and buffering.
- (e) Any Person who constructs, operates, uses, leases or owns a Borrow Pit site shall secure such site or cause such site to be secured, with a fence at least six (6) feet in height and a closing gate with a locking device at each opening to prevent unauthorized access to the site. The fence must be locked when the Borrow Pit is closed for business, and on any days when it is not having materials trucked out of it. The fence shall be of welded wire galvanized metal mesh, minimum 6 gauge, with a maximum mesh aperture of 2" x 4", and a total height of at least six (6) feet. The fencing requirements shall be maintained until all required backfilling is completed, and accepted by the DPZ, and approved by the Council. In the event that backfilling is not otherwise mandated, fencing shall be maintained so long as there is existing below level excavation, whether filled with water or not, or, in the case of Sand Pits, so long as future operations may occur.
- (f) All Borrow Pits shall allow for and preserve the historic topographical drainage of the area. In so complying, the Applicant/Permittee shall in no way increase drainage and/or runoff water to or from any adjacent Property. The steepest side slope of any Excavation site will be one (1) foot vertical drop for every three (3) feet horizontal run, to a maximum depth of thirty-five (35) feet.
- (g) The Property in which any Borrow Pit site is located shall not be used for the disposal of any material not originally found in the Borrow Pit or Excavation site, except for backfilling efforts with fill sand and other Suitable Materials, or as otherwise approved by the Plaquemines Parish Council.
- (h) Any Permit granted shall be valid for a maximum duration of five (5) years. Excavation must begin within one hundred eighty (180) days of the issuance of the Permit, and continue without having an interruption in excavation exceeding one hundred eighty (180) days. A one-time extension for two (2) additional years shall be granted by the Council for Borrow Pits, upon the original Applicant seeking the extension in writing no sooner than one hundred eighty (180) days before expiration of the initial five (5) year Permitted term, and no later than sixty (60) days before such expiration, and payment of the requisite administrative fees. Extensions for Sand Pits shall be granted every two years (2) by the Council, upon the original Applicant seeking the extension no sooner than one hundred fifty (150) days before the expiration of each Permitted term, and no later than thirty (30) days before such expiration, and payment of the requisite administrative fees.
- (i) Borrow Pits, once there has been a cessation of operations, or that are subsequently closed, or abandoned, shall at minimum, be filled with sand, and with Suitable Materials for the top three (3) feet of Backfill, to pre-Excavation elevation. The only exception to the complete Backfilling requirement shall be for: (A) a Borrow Pit permitted after the Effective Date of the Ordinance wherein the Borrow Pit is used exclusively for the providing of fill materials to Plaquemines Parish public levees, whether Federal, State, or locally sponsored projects, and wherein the Borrow Pit is located on the West bank of the Mississippi River, between the southern property line of the property upon which Captain

Larry's Seafood is situated (municipal address 11334 Highway 23, Belle Chasse, Louisiana 70037), and the northern property line of the property upon which St. Jude Church is situated (municipal address 24220 Diamond Road, Port Sulphur, Louisiana); (B) Sand Pits, (C) Borrow Pits with operations less than ten (10) acres in size, or (D) the post-Excavation use of the Borrow Pit is to be incorporated into a platted subdivision, or other Council specifically approved and Permitted use, as a water feature within the development.

- (j) The date of cessation or abandonment of operations shall be filed with the DPZ, within ten (10) days of such cessation or abandonment. Backfilling, if applicable, and all other Reclamation efforts will begin within one hundred eighty (180) days of the earlier of cessation or abandonment of Excavation or extraction operations, and shall continue unabated, until completed.
- (k) Any Person who constructs, operates, uses, leases or owns a Property containing a Sand Pit site shall post, or cause to be posted, signs in letters not less than three and one-half (3½) inches high in black on a yellow background: (1) attached at a five (5) foot height on metal posts, at all points of ingress and egress that shall warn of the Borrow Pit operation on the Property and against trespassing on such Property, listing the names and telephone numbers of Persons to call for access.
- (l) The forgoing standards in this Section shall not be subject to waivers or variances, nor may conditions imposed by the Council subsequently be waived or varied."

SECTION 5

Section 18-90, Art. V, Chapter 18 of the Code of Ordinances is hereby amended and, as amended, reenacted to read as follows:

"Sec. 18-90 Standards for Obtaining Borrow Pit Permits.

The following standards are applicable to all Borrow Pit Permit operations, except that Borrow Pit operations less than ten (10) acres in size need meet only the applicable parts of sub-paragraphs (a), (b), (d)(5), and (d)(6).

- (a) Any Person who seeks to excavate, or operate, or who seeks to continue to excavate or operate, a Borrow Pit within the parish must both provide to the DPZ, a completed Borrow Pit application form, which can be obtained from the DPZ, and receive a Permit upon compliance with the terms and conditions set forth in this Ordinance, before beginning work.
- (b) Any Borrow Pit Operator or Property Owner currently operating a Borrow Pit must provide to the DPZ, within ninety (90) days of the Effective Date of the Borrow Pit Ordinance a completed Borrow Pit application form, which can be obtained from the DPZ. Such operating Borrow Pit may continue operations, pending the application process, but shall be subject to the applicable sections of this Ordinance, pending the processing of the Borrow Pit application.
- (c) Each Borrow Pit Applicant must obtain a letter of no objection or certification from the USACE prior to review by the DPZ. Additionally, said letter of no objection or certification from the USACE and the documentation submitted to the USACE by the Borrow Pit Operator or Property Owner, and any conditions contained therein shall be attached to the Permit and incorporated therein, with the result that complete compliance with the conditions contained in said letter of no objection or certification from the USACE shall become additional conditions of the grant of the Permit and shall subject the Permittee to revocation of the Permit should the Permittee fail to comply with said conditions.
- (d) The Applicant shall provide and attach to the application the following:
 - (1) A scaled plan or drawing, no smaller in detail than 1" = 50', of:
 - (A) A Vicinity Map, indicating locations of all structures, sites, properties or boundaries, described in Sec. 18-89(C), which are within one thousand five hundred (1,500) feet of the Excavation or Borrow Pit;
 - (B) A Site Plan of the Property, indicating the maximum proposed outline of each Borrow Pit to be excavated on the Property, along with a calculated percentage of the combined area of all proposed Borrow Pits on site, compared to the entire Property;

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

NO.: 61-075

DIVISION "B"

WOODLAND BORROW PITS, LLC,

v.

THE PLAQUEMINES PARISH GOVERNMENT, and
COUNCIL PERSONS MARLA COOPER, PERCY V. G RIFFIN, JEFF EDGECOMBE,
BYRON MARINOVICH and BURGHART TURNER

And

NO.: 61-076

DIVISION "B"

WOODLAND BORROW PITS, LLC,

v.

THE PLAQUEMINES PARISH GOVERNMENT, and
COUNCIL PERSONS MARLA COOPER, PERCY V. G RIFFIN, JEFF EDGECOMBE,
BYRON MARINOVICH and BURGHART TURNER

FILED: _____

DEPUTY CLERK

JOINT MOTION TO DISMISS PURSUANT TO SETTLEMENT

Pursuant to a Settlement Agreement by and between Intervenor Defendants, Joyce Cornin, Velma Hill Davis, and The Christian Ministers Missionary Baptist Association of Plaquemines Parish ("Intervenors"), and Woodland Borrow Pits, LLC ("Woodland"), the Intervenor and Woodland move jointly for dismissal of the Intervenor's interventions in these actions with prejudice. The parties have agreed to and executed a Settlement Agreement embodying a cooperative resolution of this matter.

Wherefore: This Court should dismiss the Intervenor's interventions these actions with prejudice.

Respectfully submitted July __, 2014, by

Machelle Hall, La. Bar # 31498
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6329 Freret Street



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*Counsel for the Christian Ministers Missionary
Baptist Association of Plaquemines Parish, Joyce
Cornin and Velma Hill Davis*

and

--, La. Bar #
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Fax (504) 529-6199
Counsel for Woodland Borrow Pits, LLC

CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the foregoing pleading on counsel of record for all parties in these proceedings by U.S. Mail this ___ day of July, 2014.

Machelle Hall

25TH JUDICIAL DISTRICT COURT FOR THE PARISH OF PLAQUEMINES

STATE OF LOUISIANA

NO.: 61-075

DIVISION "B"

WOODLAND BORROW PITS, LLC,

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THE PLAQUEMINES PARISH GOVERNMENT, and
COUNCIL PERSONS MARLA COOPER, PERCY V. G RIFFIN, JEFF EDGECOMBE,
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THE PLAQUEMINES PARISH GOVERNMENT, and
COUNCIL PERSONS MARLA COOPER, PERCY V. G RIFFIN, JEFF EDGECOMBE,
BYRON MARINOVICH and BURGHART TURNER

FILED: _____

DEPUTY CLERK

ORDER OF DISMISSAL PURSUANT TO SETTLEMENT

Having considered the joint motion of the Intervenor Defendants, Joyce Cornin, Velma Hill Davis, and the Christian Ministers Missionary Baptist Association of Plaquemines Parish, and Plaintiff Woodland Borrow Pits, LLC, the Court hereby grants these Parties' joint motion.

Accordingly, these Intervenor Defendants' interventions in these matters are hereby dismissed with prejudice. Judgment shall enter in these matter consistent with the terms of this Order.

SIGNED in Belle Chasse, Louisiana,

this _____ day of _____, 2014.

Judge Michael D. Clement
25th Judicial District Court for Plaquemines Parish

