

**DEPARTMENT OF THE ARMY
EASEMENT FOR DRAINAGE DITCH RIGHT-OF-WAY
LOCATED IN
BONNET CARRE SPILLWAY PROJECT
TRACT NO. 120, SECTIONS 3, 4 & 5, AND TRACT NO. 121, SECTIONS 6 & 21
TOWNSHIP 12 SOUTH, RANGE 8 EAST
ST CHARLES PARISH, LOUISIANA**

THE SECRETARY OF THE ARMY under and by virtue of the authority vested in the Secretary by Title 10, United States Code Section 2668, having found that the granting of this easement will not be against the public interest, hereby grants to **ST. CHARLES PARISH DEPARTMENT OF PUBLIC WORKS**, hereinafter referred to as the grantee, an easement for an existing drainage ditch that runs parallel to and outside of the East Guide Levee of the Bonnet Carre Spillway Project, hereinafter referred to as the facilities, over, across, in and upon the lands of the United States as identified in Exhibits **A & B**, attached hereto and made a part hereof, hereinafter referred to as the premises.

THIS EASEMENT is granted subject to the following conditions:

1. TERM

This easement is granted for a term of fifty (50) years, beginning May 1, 2015, and ending April 30, 2065.

2. CONSIDERATION

The consideration of this easement shall be the construction, operation and maintenance of the premises for the benefit of the United States and the general public in accordance with the terms herein set forth.

3. NOTICES

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the grantee, to **ST. CHARLES PARISH DEPARTMENT OF PUBLIC WORKS, P. O. BOX 302, HAHNVILLE, LOUISIANA 70057**, and if to the United States, to the **District Engineer, Attention: New Orleans District Chief, Real Estate, US ARMY CORPS OF ENGINEERS, P.O. BOX 60267, NEW ORLEANS, LOUISIANA 70160-0267**, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include assignees, transferees and their duly authorized representatives.

5. SUPERVISION BY THE DISTRICT ENGINEER

The construction, operation, maintenance, repair or replacement of said **drainage ditch**, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the District Engineer, New Orleans District, hereinafter referred to as said officer. Upon the completion of any of the above activities, the grantee shall immediately restore the premises to the satisfaction of said officer. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

6. APPLICABLE LAWS AND REGULATIONS

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITION OF PREMISES

The grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

8. INSPECTION AND REPAIRS

The grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

9. PROTECTION OF GOVERNMENT PROPERTY

The grantee shall be responsible for any damage that may be caused to property of the United States by the activities of the grantee under this easement and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefore by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

10. RIGHT TO ENTER

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the grantee, to flood the premises and/or to make any other use of the lands as may be necessary in connection with government purposes, and the grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

11. TRANSFERS AND ASSIGNMENTS

Without the prior written approval by said District Engineer, the grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to benefit of the representatives, successors and assigns of the grantee.

12. OTHER AGENCY AGREEMENTS

It is understood that the provisions of the conditions on **SUPERVISION BY THE DISTRICT ENGINEER** and **RIGHT TO ENTER** above shall not abrogate or interfere with any agreements or commitments made or entered into between the grantee and any other agency of the United States with regard to financial aid to the grantee in connection with the construction, maintenance, or repair of the facilities herein authorized.

13. INDEMNITY

That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the grantee, or for damages to the property or injuries to the person of the grantee, or the persons of grantee's officers, agents, servants, or employees or others who may be on said premises at their invitation or the invitation of one of them arising from governmental activities on or in the vicinity of the said premises, and the grantee shall hold the United States harmless from any and all such claims.

14. SUBJECT TO EASEMENTS

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the grantee, and easements will not be granted which will, in the opinion of said officer, interfere with the use of the premises by the grantee.

15. REQUIRED SERVICES

The grantee shall furnish through said facilities such services as may be required from time to time for governmental purposes, provided that payment for such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the grantee for similar service.

16. RELOCATION OF FACILITIES

In the event all or any portion of the premises occupied by the said facilities shall be needed by the United States, or in the event the existence of said facilities is determined to be detrimental to governmental activities, the grantee shall from time to time, upon notice to do so, and as often as so notified, remove said facilities to such other location on the premises as may be designated by said officer. In the event said facilities shall not be removed or relocated within ninety (90) days after such notice, the United States may cause such relocation at the sole expense of the grantee.

17. TERMINATION

This easement may be terminated by the Secretary upon 30 days written notice to the grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

18. SOIL AND WATER CONSERVATION

The grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the grantee during the term of this easement, and the grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the grantee shall be corrected by the grantee as directed by said officer.

19. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground and water. The grantee shall comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state, interstate, and local laws and regulations. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

c. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the grantee's activities, the grantee shall be liable to restore the damaged resources.

20. HISTORIC PRESERVATION

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

21. NON-DISCRIMINATION

a. The grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin or religion.

b. The grantee, by acceptance of this easement, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the grantee, its agents, successors, transferees, and assignees.

22. RESTORATION

On or before the termination or revocation of this easement, the grantee shall, without expense to the United States and within such time as said officer may indicate, restore the premises to the satisfaction of said officer. In the event the grantee shall fail to restore the premises, at the option of said officer, said improvements shall either become the property of the United States without compensation therefore, or said officer shall have the option to perform the restoration at the expense of the grantee, and the grantee shall have no claim for damages against the United States or its officers or agents for such action.

23. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the premises are concerned; and the grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity for obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33

U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344) or any other permit or license which may be required by Federal, state, interstate or local laws in connection with the use of the premises.

24. ENVIRONMENTAL BASELINE STUDY (added)

An Environmental Baseline Study (EBS) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as Exhibit C. Upon expiration, revocation or termination of this easement, another EBS shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the grantee in accordance with the condition of RESTORATION.

25. EXECUTIVE ORDER 13658

It has been determined this contract is not subject to Executive Order 13658 or the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

26. HOLD HARMLESS AND INDEMNIFICATION

If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

27. ADDITIONAL CONDITIONS

- a. That there is to be no enlargement of the existing ditch or no excavation of a New ditch closer than 165 feet from the center line of the lower guide levee.
- b. That any salvage material from fences removed be turned over to the District Engineer's representative at the Bonnet Carre Spillway.
- c. Grantee shall note or reference any U.S. property line markers destroyed in the work of ditch improvement and maintenance.
- d. That the Grantee shall maintain the ditch forming a part of the licensed area to the satisfaction of the District Engineer.

e. That any excavated material that is placed on the berm between the ditch and levee toe and any existing spoil or unevenness now on the ground shall be dressed out on an uniform slope that will provide drainage from the levee to the ditch and a smooth surface for mowing operations.

f. That this easement is subject to any rights, easements or privileges that have been or may in the future be granted by the Secretary of the Army for railroads, highways, public utilities, pipelines or other purposes, or any oil or gas leases that have been or may be granted by the Department of the Interior.

THIS EASEMENT is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this _____ day of _____, 2016.

Witness

Printed Name

Witness

Printed Name

JANET R. CRUPPI
Deputy District Chief of Real Estate, New Orleans
Chief, New Orleans Management and Disposal Section
Management and Disposal Branch
Real Estate Region South Division
Real Estate Contracting Officer

APPROVED AS TO LEGAL SUFFICIENCY:

Marco Rosamano

MARCO ROSAMANO
ATTORNEY ADVISOR
U. S. Army Engineer District
New Orleans

THIS EASEMENT is also executed by the grantee this _____ day of _____, 2016.

Witness

LARRY COCHRAN
Parish President

Printed Name

Witness

Printed Name

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF ST. CHARLES

On this ____ day of _____, 2016, before me appeared **Larry Cochran**, to me personally known, who, being by me duly sworn, did say that he is the **President of St. Charles Parish (SCP)**, by authority duly and legally granted and bestowed upon him, and that **SCP** acknowledged the **Easement No. DACW29-2-16-19** to be the free act and deed of **SCP** and **SCP** has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Signed: _____

Printed Name: _____

Notary Public
State of Louisiana
Parish of St. Charles

My Commission Expires: _____

Bar Association Number: _____

CERTIFICATE OF AUTHORITY

I, _____, do hereby certify that I am the principle legal officer of the St. Charles Parish (SCP) that SCP is a legally constituted public body with full authority and legal capability to adhere and comply with the terms and conditions for Easement No. DACW29-2-16-19 and subsequent amendments thereto, for the construction, operation, maintenance and use of the facilities in connection with the Bonnet Carre Spillway Project, and that the persons who executed Easement No. DACW29-2-16-19 on behalf of SCP has acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification on this _____ day of _____, 2016.

Signed: _____

Printed name: _____

Title: Parish Attorney

**ACKNOWLEDGEMENT OF WITNESS FOR
DEPARTMENT OF THE ARMY
EASEMENT NO. DACW29-2-16-19**

BEFORE ME, the undersigned authority, this day personally came and appeared the undersigned person, duly sworn, who did depose and state that she executed the foregoing easement agreement as subscribing witness thereto, and that the easement agreement was signed and executed by **JANET R. CRUPPI**, and that she knows **JANET R. CRUPPI** to be the identical person who executed the same and saw **JANET R. CRUPPI** sign her name in her capacity as **Chief, New Orleans Management and Disposal Section, Management and Disposal Branch, Real Estate Region South Division, Real Estate Contracting Officer, CEMVK-RE**, on behalf of the United States, as the voluntary act and deed of the United States, and for the purposes and considerations therein expressed, in her presence and in the presence of the other subscribing witness.

Signed: _____ (Appearer)

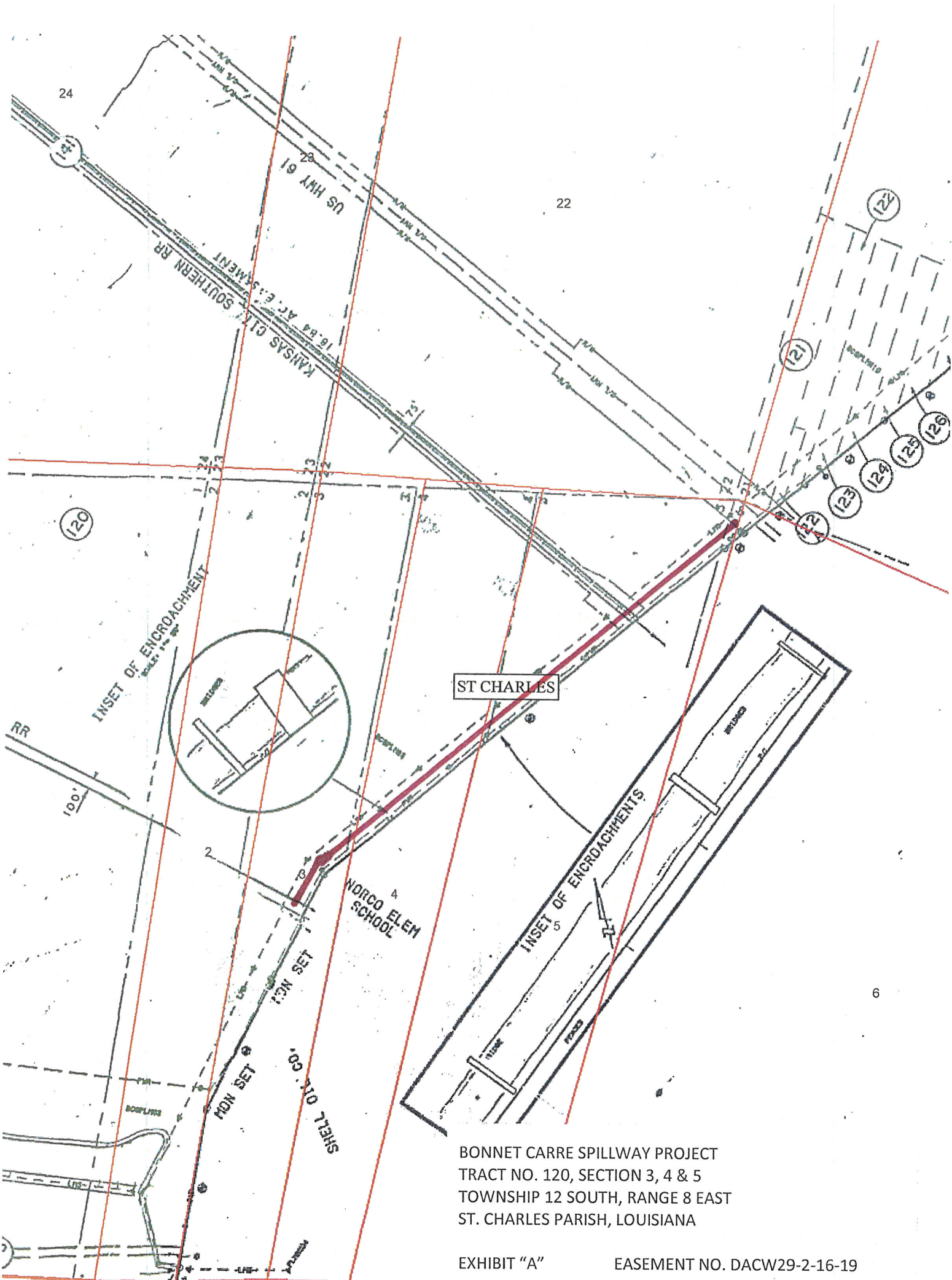
SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____ 2016.

Signed: _____ (Notary)

Printed name: _____

Louisiana Bar Association Number: _____

My Commission expires _____



BONNET CARRE SPILLWAY PROJECT
 TRACT NO. 120, SECTION 3, 4 & 5
 TOWNSHIP 12 SOUTH, RANGE 8 EAST
 ST. CHARLES PARISH, LOUISIANA

EXHIBIT "A"

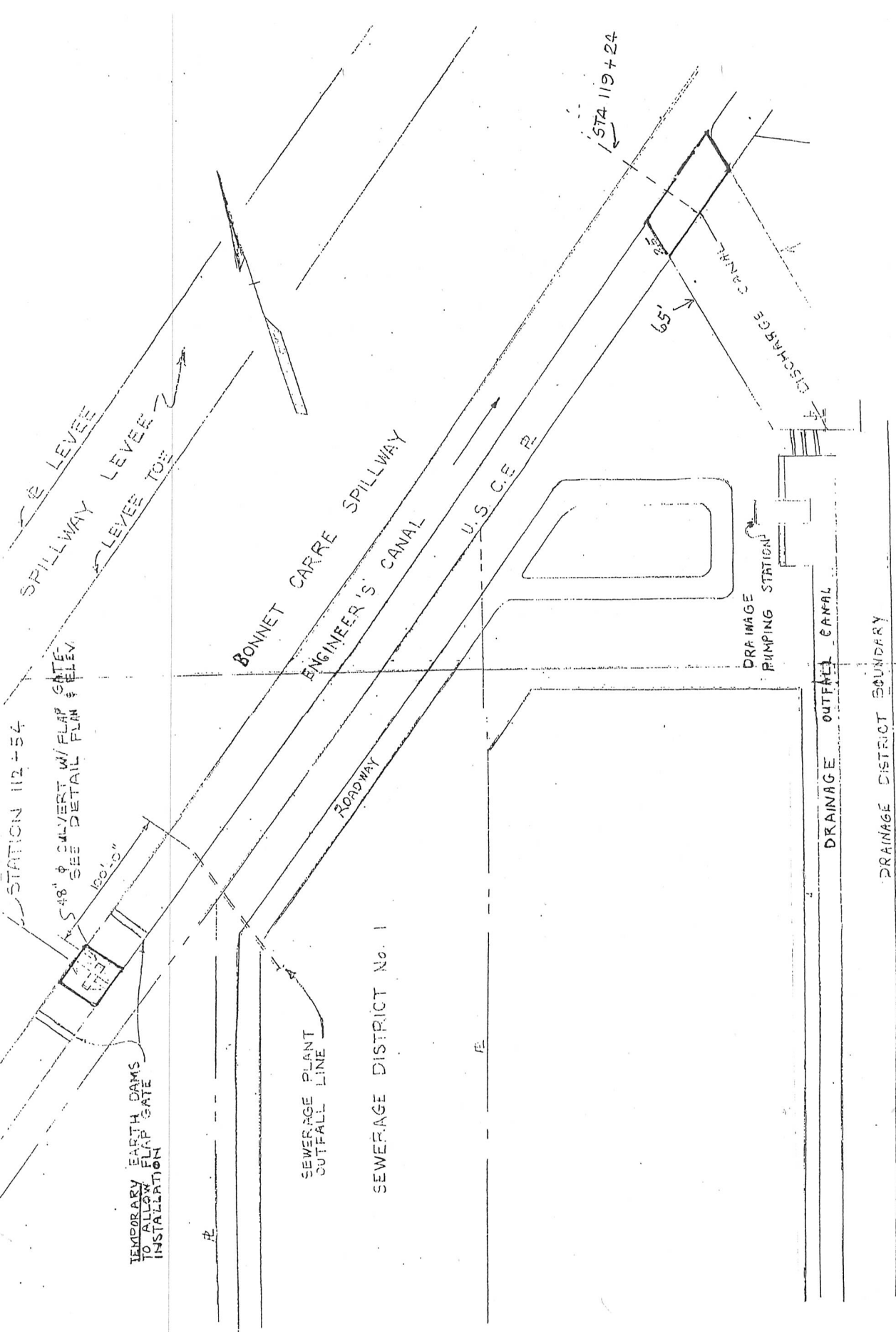
EASEMENT NO. DACW29-2-16-19

ST CHARLES

BONNET CARRE SPILLWAY PROJECT
TRACT NO. 120, SECTION 3, 4 & 5
TOWNSHIP 12 SOUTH, RANGE 8 EAST
ST. CHARLES PARISH, LOUISIANA

EXHIBIT "A"

EASEMENT NO. DACW29-2-16-19



BONNET CARRE SPILLWAY PROJECT
 TRACT NO. 120, SECTION 3, 4 & 5
 TOWNSHIP 12 SOUTH, RANGE 8 EAST
 ST. CHARLES PARISH, LOUISIANA

EXHIBIT "B"

EASEMENT NO. DACW29-2-16-19

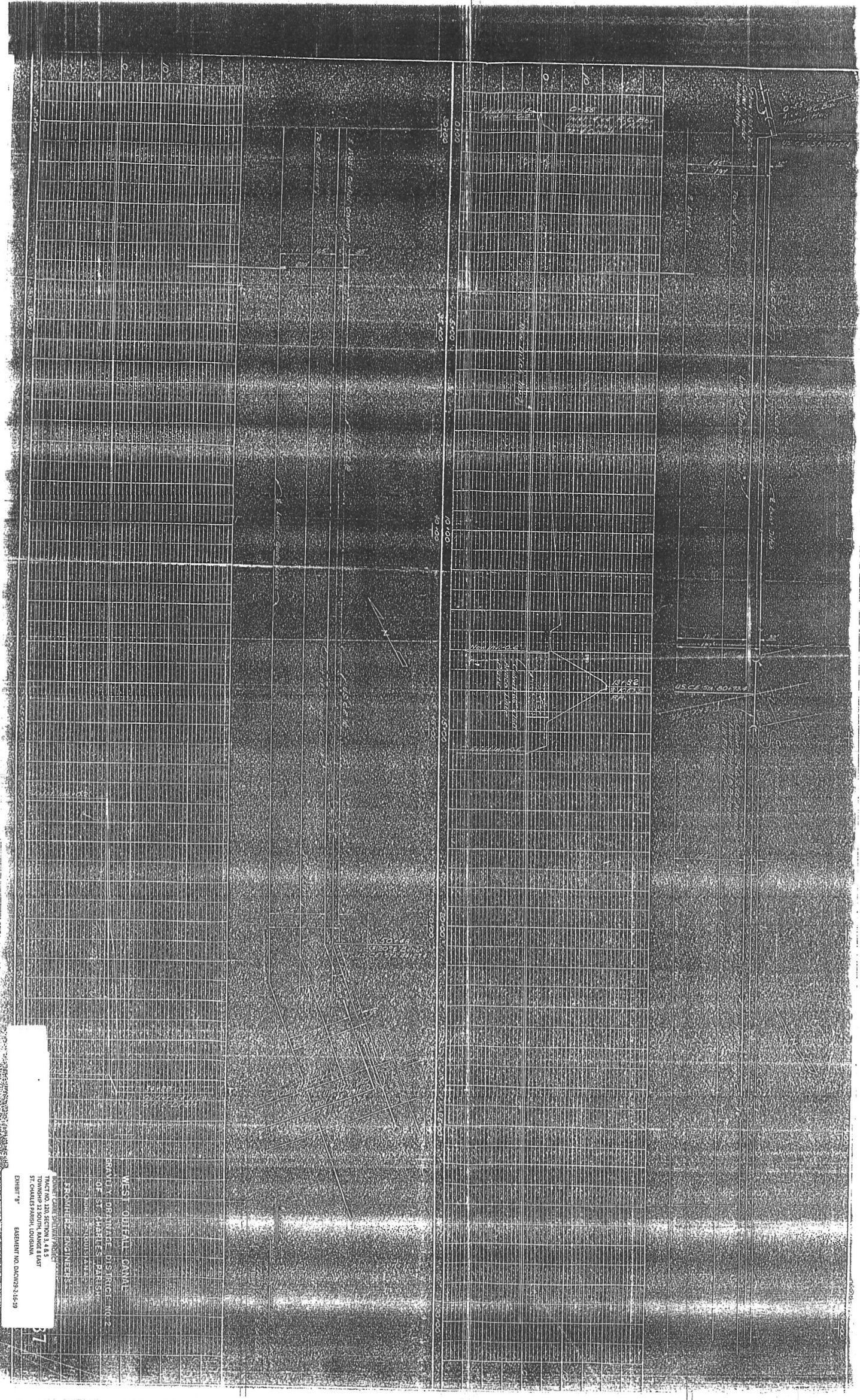
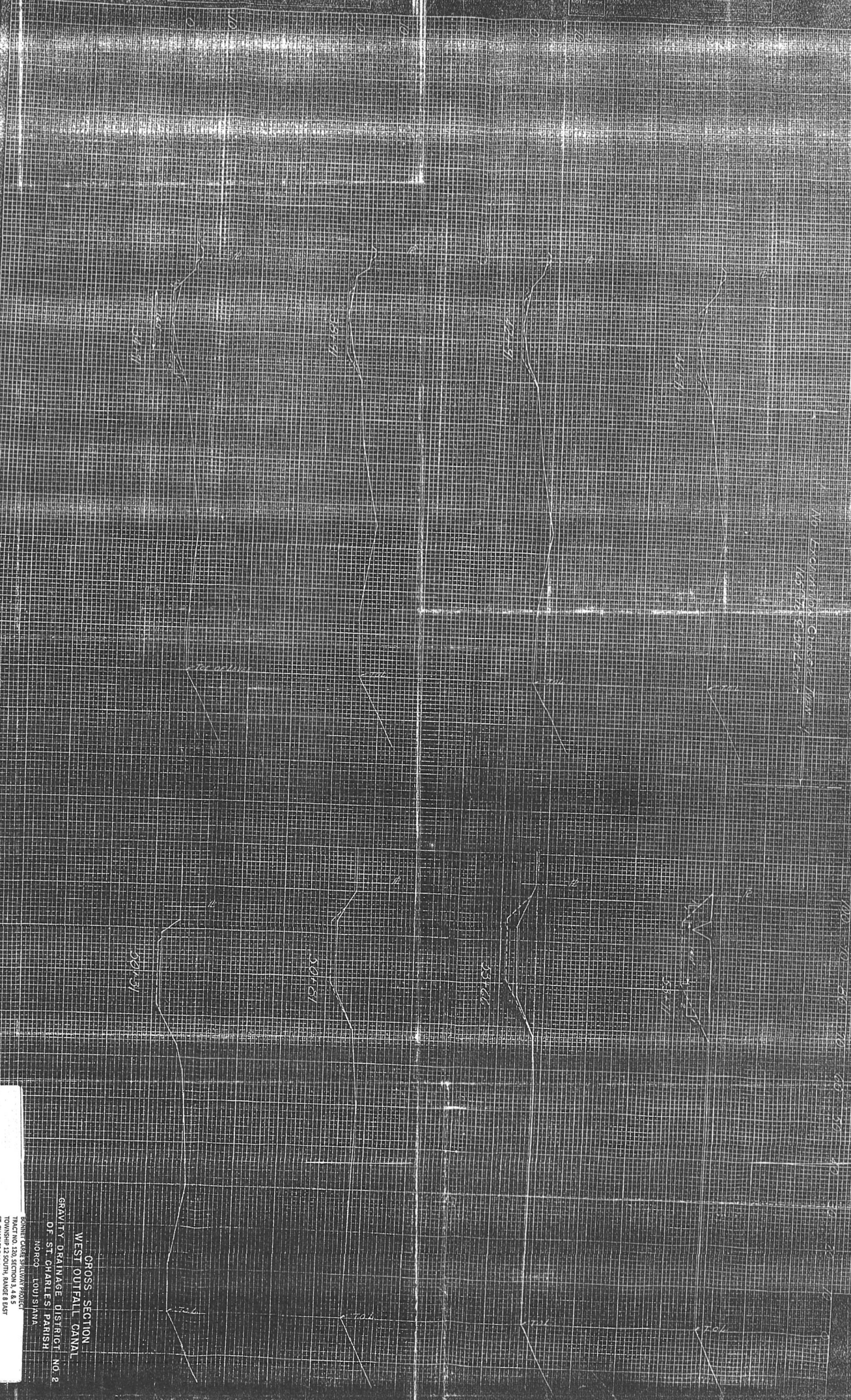


EXHIBIT "B" EASEMENT NO. D40023-215-39
 PROJECT ENGINEERS
 ST. CHARLES PARISH, LOUISIANA
 TOWNSHIP 12 SOUTH, RANGE 8 EAST
 TRACT NO. 320, SECTION 3, 4 & 5
 RAVINE DIVERTING DAM
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 RAISING DAM
 WATER CONTROL STRUCTURE
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 DRAINAGE CANALS
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ORIGINAL SURVEY
 DATE: 1911
 BY: [illegible]
 NOTE: [illegible]

FINAL SURVEY
 DATE: 1911
 BY: [illegible]
 NOTE: [illegible]



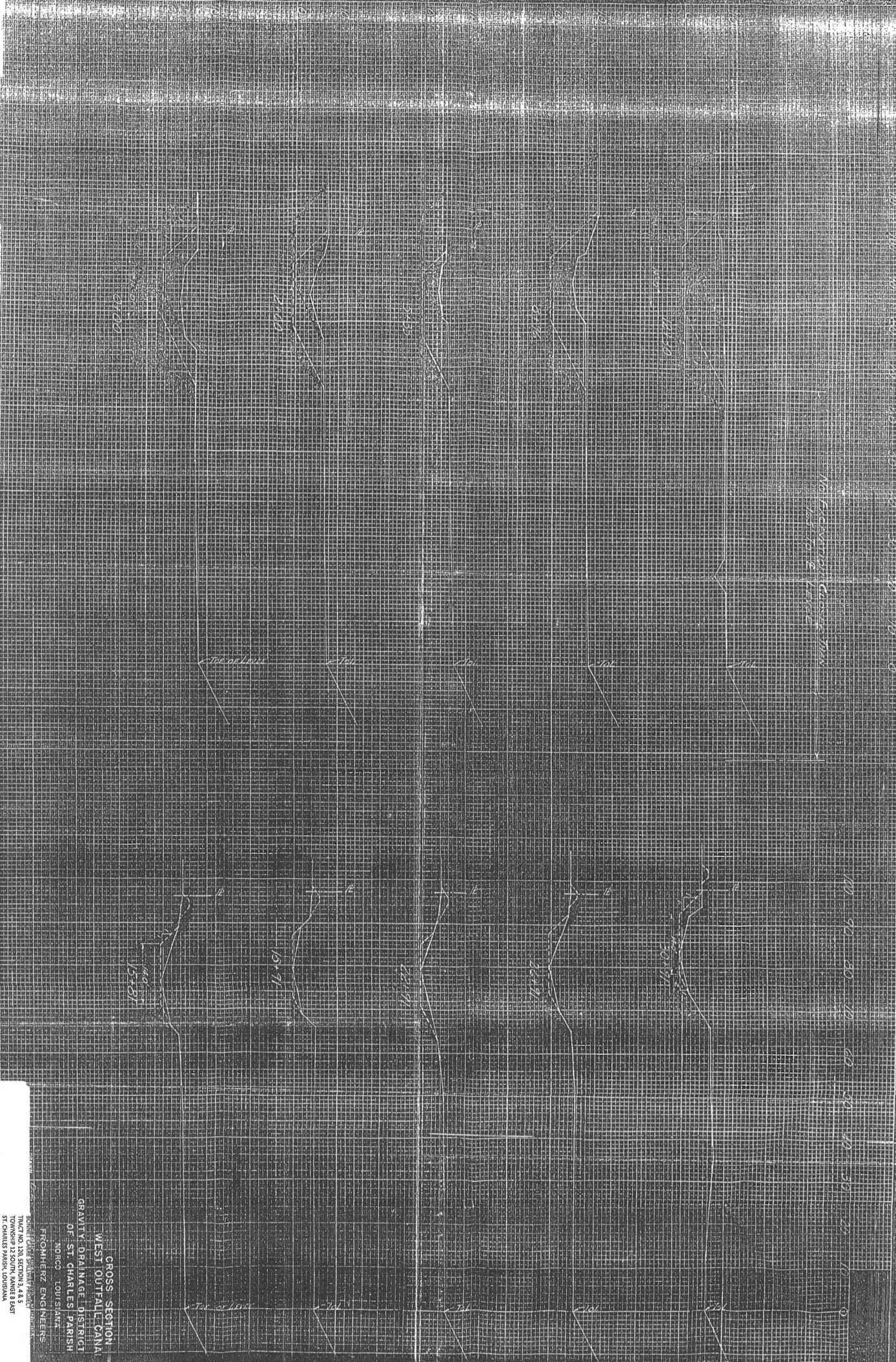
NO. 15 CANAL CROSS-SECTION

CROSS-SECTION
 WEST OUTFALL CANAL
 GRAVITY DRAINAGE DISTRICT NO. 2
 OF ST. CHARLES PARISH
 MORO - LOUISIANA

ENGINEER: [illegible]
 TRACT NO. 120, SECTION 3, 4 & 5
 TOWNSHIP 12 SOUTH, RANGE 8 EAST
 ST. CHARLES PARISH, LOUISIANA
 EXHIBIT "B"
 EASEMENT NO. DMO/23-24-19

ORIGINAL SURVEY
 NOTE BOOK NO. 100
 DATE 1911

FIELD SURVEY
 DATE 1911
 BY [unclear]



CROSS SECTION
 WEST OUTFALL CANAL
 GRAVITY DRAINAGE DISTRICT
 OF ST. CHARLES PARISH
 MONROE, LOUISIANA
 FROMHERZ ENGINEERS

TRACT NO. 201, SECTION 3, 4 & 5
 TOWNSHIP 22 SOUTH, RANGE 8 EAST
 ST. CHARLES PARISH, LOUISIANA
 EXHIBIT "A"
 DRAWING NO. DAC1023-151-53

DOCUMENTATION OF CATEGORICAL EXCLUSION

Bonnet Carré Spillway, Drainage Ditch License Renewal, License Number DACW29-3-06-72

Description of Proposed Action:

St. Charles Parish Department of Public Works and Wastewater has applied for the renewal of License Number DACW29-3-01-08, for the continued right-of-way to improve and maintain an existing drainage ditch located parallel to and outside of the Lower Guide Levee of the Bonnet Carré Spillway, in T12S, R8E, Sections 3, 4, 5, 6, and 21, St. Charles Parish, Louisiana. The proposed license renewal would be for an additional five-year term, which would grant permission for St. Charles Parish to continue to utilize this site. The new license would be number DACW29-3-06-72.

Anticipated Date and/or Duration of Proposed Action:

The proposed license would be for an additional five-year term.

Findings:

Personnel from CEMVN-PM-RP inspected the drainage ditch outside of the Lower Guide Levee on 23 August 2006. The ditch runs between the grassy berm of the guide levee and a residential area. It collects storm water from the adjacent neighborhood. There is a pumping station that pumps storm water over the Lower Guide Levee onto the spillway. The ditch is relatively clean and free of debris. There was no evidence indicating possible HTRW problems. There was nothing to suggest the presence of Threatened or Endangered species. Renewal of the license would have no adverse environmental effect.

The improvement and maintenance of the abovementioned drainage ditch is not likely to impact any identified archaeological materials or historical places. Our records indicate that no previously recorded archaeological materials or historical places are known to exist at the location of the proposed actions. In addition, both the drainage ditch and adjacent property have been heavily modified by modern disturbances and are unlikely to preserve any cultural materials or National Register eligible properties. Therefore, no further cultural resources action is recommended at this time.

BONNET CARRE SPILLWAY PROJECT
TRACT NO. 120, SECTION 3, 4 & 5
TOWNSHIP 12 SOUTH, RANGE 8 EAST
ST. CHARLES PARISH, LOUISIANA

EXHIBIT "C"

EASEMENT NO. DACW29-2-16-19

It has been determined that the proposed action is categorically excluded under the provisions of ER-200-2, section 9(h), which covers "Real estate grants for rights-of-way that involve only minor disturbances to earth, air, or water."

Prepared by: J. Christopher Brown
Dr. J. Christopher Brown
Botanist

Date: 25 August 2006

Reviewed by: Elizabeth Wiggins
Elizabeth Wiggins, Chief
Environmental Planning and Compliance Branch

Date: 25 Aug 2006

Attachments:

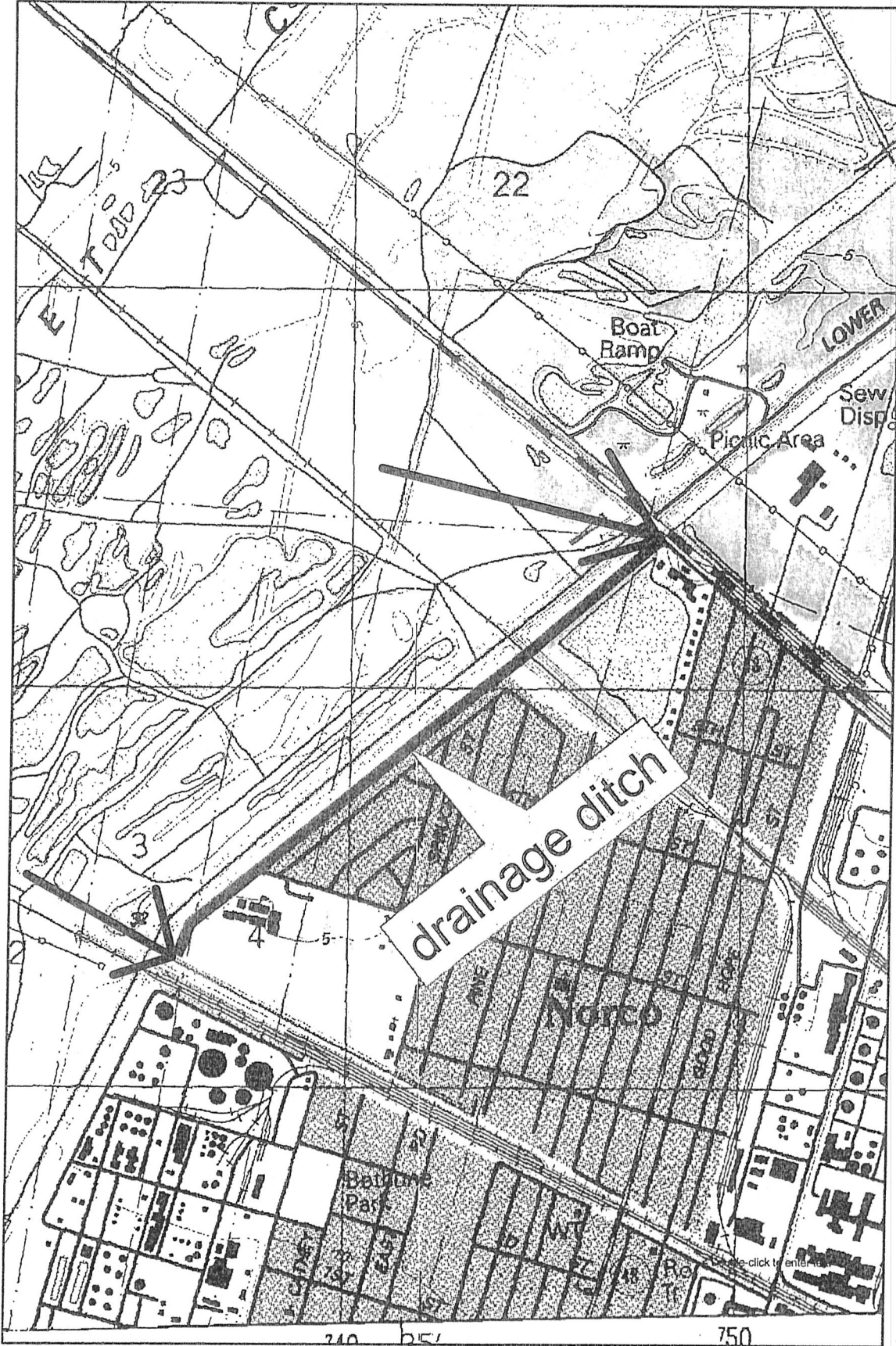
1. Screening Criteria for Categorical Exclusions;
2. Map of drainage ditch.

ATTACHMENT 1

SCREENING CRITERIA FOR CATEGORICAL EXCLUSIONS
(AR 200-2)

Criteria	True	False
1. This action is not a major federal action significantly affecting the quality of the human environment (para. A-31.a).	X	
2. There are minimal or no individual or cumulative effects on the environment as a result of this action (para. A-31.b).	X	
3. There is no environmentally controversial change to existing environmental conditions (para. A-31.c).	X	
4. There are no extraordinary conditions associated with this project (para. A-31.d).	X	
5. This project does not involve the use of unproven technology [para. 4-2.b(3) and A-31.e].	X	
6. This project involves no greater scope or size than is normal for this category of action [para. 4-2.b(1) and A-31.f].	X	
7. There is no potential of an already poor environment being further degraded [para. 4-2.b(2) and A-31.g].	X	
8. This action does not degrade an environment that remains close to its natural condition [para. 4-2.b(2) and A-31.h].	X	
9. There are no threatened or endangered species (or critical habitat), significant archeological resources, National Register or National Register-eligible historical sites, or other statutorily protected resources [para. 4-2.b(4) and A-31.i].	X	
10. This action will not adversely affect prime or unique agricultural lands, wetlands, coastal zones, wilderness areas, aquifers, floodplains, wild and scenic rivers, or other areas of critical environmental concern [para. 4-2.b(6) and A-31.j].	X	
11. This action does not involve the use of hazardous or toxic substances that may come into contact with the surrounding natural environment [para. 4-2.b(5)].	X	

Bonnet Carre Spillway Drainage Ditch License Renewal



0 1,050 2,100 4,200 Feet

DACW29-2-16-9
EXHIBIT C

REPORT OF AVAILABILITY
FOR LICENSE NO. DACW29-3-06-72

B. ENVIRONMENTAL and CULTURAL CONSIDERATION:

1. COASTAL ZONE MANAGEMENT (CZM) (if applicable):

CZM is not applicable.

CZM is applicable and the proposed use is/will be consistent with the approved state CZM Plan.

2. CLEAN WATER ACT (FEDERAL WATER POLLUTION CONTROL ACT):

This action will not involve the discharge of any pollutants in the waters of the United States or less than one million gallons of discharge per day will be made.

This action will entail the discharge of more than one million gallons of pollutants into the waters of the United States per day.

The applicant has applied for and received a NPDES Permit from the EPA/appropriate state agency. If not received, state circumstances: _____

The Grantee in complying with the requirements of a NPDES Permit and the Grantee has a monitoring and reporting procedure.

Subsequent requests for expansion or additional construction should be reviewed to assure the Grantee is in compliance with the five-acre rule.

3. FLOODPLAIN:

This property is not located within the 100-year floodplain and does not fall under the purview of Executive Order 11988.

This property is located within the 100-year floodplain and does fall under the purview of Executive Order 11988 and (circle the appropriate):

a. The proposed occupancy or modification will not adversely impact the floodplain.

b. There is no other practicable alternative available for this intended use.

c. The proposed occupancy or modification may be allowed subject to the following restrictions being incorporated in the outgrant document: _____

DACW29-2-16-9
EXHIBIT C

4. WETLANDS:

This property is not located within a wetlands area and, therefore, does not fall under the purview of Executive Order 11990.

This property is located within a wetlands area and does fall under the purview of Executive Order 11990, accordingly, the following restrictions must be incorporated in the outgrant document: none.
(Status of 404 Permit process none needed.).

5. ENDANGERED SPECIES:

This action will not jeopardize the habitat of any endangered species of fish, wildlife, or plants pursuant to the Endangered Species Act.

This action jeopardizes the habitat of endangered species of fish, wildlife, and/or plants identified on an attached map. Accordingly, the following restrictions must be incorporated in the outgrant document to protect the habitat: _____

6. FISH AND WILDLIFE COORDINATION ACT:

This action will not jeopardize fish and wildlife species or habitat integral to Congressionally-authorized mitigation or General Plans, or Army agreed to recommendations in Fish and Wildlife reports prepared under the provisions of the FWCA.

This action will jeopardize fish and wildlife species or habitat integral to Congressionally authorized mitigation or General Plans, or Army agreed to recommendations in Fish and Wildlife reports prepared under the provisions of the FWCA. Impact description: _____

RECOMMENDED ACTIONS PRIOR TO AVAILABILITY: _____

7. HISTORICAL AND CULTURAL RESOURCES:

The area has been surveyed for historical and cultural resources and there have been none identified on this property, and this action is in compliance with the National Historic Preservation Act and other relevant laws; Executive Order 11593, Protection and Enhancement of the Cultural Environment; or any MOA's related thereto.

A survey has identified historical and/or cultural resources on this property. This action has been coordinated with the State Historic Preservation officer and the Advisory Council on Historic Preservation in accordance with 36 CFR 800. The following restrictions must be incorporated into the outgrant document to protect the resource: _____

Native American graves or artifacts have been identified on this property. Refer to requirements of the American Indian Religious Freedom Act and Native American's Graves Protection and Repatriation Act.

Archaeological sites or resources have been identified on this property. Refer to the Antiquities Act; Archaeological and Historical Preservation Act; and Archaeological Resources Protection Act.

8. MISCELLANEOUS PROVISIONS.

The proposed outgrant activity will involve the use of pesticides, e.g. Agricultural, golf courses, restaurants. Refer to the Federal Insecticide, Fungicide, and Rodenticide Act and state pesticide regulations, as necessary.

The proposed outgrant activity will impact an area designated under the Wild and Scenic Rivers Act. Attach any site-specific restrictions necessary to protect the area.

The proposed outgrant activity will include fuel burners, incinerators, gas pumps, solvent or other volatile compounds. Refer to the Clean Air Act and state and local regulations. Give status of state and local permits.

The proposed outgrant activity will include substances covered by the Toxic Substances Control Act.

Other special purpose environmental laws, as follows: none

9. NEPA REQUIREMENTS:

This action falls under one of the Categorical Exclusions (CX) contained in AR 200-2 or ER 200-2-2 (Procedures for Implementing NEPA). The environmental affect of the action has been considered. A Record of Environmental Consideration (REC) is attached.

The impact of this action is considered to be minimal or insignificant. An Environmental Assessment (EA) with a Finding of No Significant Impact (FONSI) is attached/is being prepared.

The impact of this action in considered to be significant. An Environmental Impact Statement (EIS), or supplement thereto, is attached/is being prepared.

10. The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) and the Environmental Baseline Study (EBS) or Preliminary Assessment Screening (PAS):

An EBS/PAS has been conducted and no HTRW substances were identified as released, stored, or disposed on the property in the threshold quantities. Copy is attached.

An EBS/PAS has been conducted which indicates HTRW substances were released, stored, or disposed on the property in the threshold quantities. The CERCLA notice should be included in the outgrant document. Copy is attached containing the details. Choose one:

a. Remedial actions have been taken so that the property is considered safe for the proposed use.

b. Remedial actions have not been taken. Provide details and justification for outgranting in the current condition.

n/a 11. Real Property Contaminated with Ammunition, Explosives or Chemicals

The property has been decontaminated using the most appropriate technology consistent with the proposed use of the property.

Transfers in to another Federal agencies for compatible use of surface de-contaminated real property, subject to the following limitations, restrictions and prohibitions concerning the use of the property, to ensure personnel and environmental protection:

Access rights are reserved to implement any monitoring plan.

Coordination with HQDA, DACS-SF and DAMO-SWS attached with the Land Disposal Site Plan (LDSP). Reference AR 385-64, "U.S. Army Explosives Safety Program."

12. WASTE DISPOSAL (The Solid Waste Recovery Act, amended, Resource Conservation and Recovery Act (RCRA)).

The applicant will not generate hazardous waste or will not treat, dispose or store waste defined by EPA as having the following characteristics - corrosivity, ignitability, reactivity, or toxicity.

The applicant will generate hazardous waste or will produce waste defined by EPA an having the following characteristics - corrosivity, ignitability, reactivity, or toxicity. Choose the appropriate:

a. The applicant has obtained a hazardous waste identification number from EPA and, if applicable, the state.

b. The applicant has established records, waste management requirements, and a Spill Prevention Plan.

13. UNDERGROUND/OTHER STORAGE TANKS.

There are no USTs on the property and the applicant will not be installing tanks.

There are no above ground storage tanks for fuel or other regulated substances and the applicant will not be installing tanks.

There are USTs on the Property and/or the applicant will be installing tanks. Existing tanks are in compliance with current laws and regulations: _____ Yes _____ No. Construction of proposed tanks have been certified for such compliance: _____ Yes _____ No.

There are above ground storage tanks for fuel or other regulated substances on the property and/or the applicant will be installing tanks. Existing tanks are in compliance with current laws and regulations: _____ Yes _____ No. Construction of proposed tanks have been certified for such compliance: _____ Yes _____ No.

14. ADDITIONAL COMMENTS: _____

23 Aug. 2006
Date

J. Christopher Brown
SIGNATURE

Title: Botanist