

*Ord.*

2007-0049

INTRODUCED BY: ALBERT D. LAQUE, PARISH PRESIDENT  
(DEPARTMENT OF PLANNING & ZONING/CZM SECTION)

ORDINANCE NO. 07-2-9 \_

An ordinance to approve and authorize a Right-of-Passage Agreement with the Louisiana Department of Natural Resources to help facilitate the Coastwide Reference Monitoring System Project.

**WHEREAS**, Louisiana Department of Natural Resources is implementing the federally funded Coastwide Reference Monitoring System Project; which will attempt to provide data to the Federal Government to be used for future funding decisions; and,

**WHEREAS**, Louisiana Department of Natural Resources has chosen the LaBranche Wetlands in St. Charles Parish, as one of its monitoring sites; and,

**WHEREAS**, St. Charles Parish owns Wetland Watcher Park, adjacent to the proposed monitoring site; and,

**WHEREAS**, Louisiana Department of Natural Resources wishes to use Wetland Watch Park as access to the monitoring station for monthly observations.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** The St. Charles Parish Council approves and authorizes the Parish President to sign Right-of-Passage Agreement with the Louisiana Department of Natural Resources to help facilitate the Coastwide Reference Monitoring System Project.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: MARINO, FAUCHEUX, HILAIRE, FABRE, RAMCHANDRAN, WALLS,  
BLACK, DUHE, MINNICH  
NAYS: NONE  
ABSENT: NONE

And the ordinance was declared adopted this 26th day of February, 2007, to become effective five (5) days after publication in the official journal.

CHAIRMAN: *[Signature]* \_

SECRETARY: *[Signature]* \_

DLVD/PARISH PRESIDENT: February 27, 2007 \_

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: *[Signature]*

RETD/SECRETARY: February 28, 2007

AT 9:25 AM RECD BY: \_\_\_\_\_

**RIGHT-OF-PASSAGE AGREEMENT**  
**COASTWIDE REFERENCE MONITORING SYSTEM PROJECT**  
**ST. CHARLES PARISH, LOUISIANA**

STATE OF LOUISIANA

PARISH OF ST. CHARLES

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_, 2007, by and between ST. CHARLES PARISH GOVERNMENT, a Louisiana governmental entity, with a business address at Post Office Box 302, Hahnville, Louisiana 70057, herein represented by Albert D. Laque its President, duly authorized, hereinafter, "Grantor(s)"; and the STATE OF LOUISIANA, through its DEPARTMENT OF NATURAL RESOURCES herein represented by Scott A. Angelle, its Secretary, duly authorized, hereinafter "State";

WITNESSETH:

In consideration of the mutual promises and covenants contained herein, the obligations herein undertaken by State and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants unto State, upon the terms and conditions hereinafter set forth, (hereinafter called the Agreement), a right and privilege to pass over and across the following described property belonging to Grantor and located in St. Charles Parish, Louisiana, hereinafter called "said Lands", to-wit:

PROPERTY DESCRIPTION, as shown on Exhibit "A".

This Agreement includes the rights to enter said Lands to perform the following activities for the purposes authorized by Federal (16 U.S.C. 3951 et seq.) and State (R.S. 49:213-214) law and at the sites or locations identified in the attached exhibits.

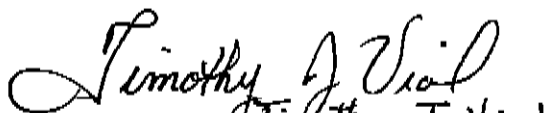
- I. Grantor does not warrant or represent the correctness of any survey or of any plats attached hereto purporting to show the location of said Lands.
- II. In this Agreement, Grantor conveys the right of ingress, egress and passage across said Lands along routes as set forth on attached Exhibit "A", including passage through existing canals, by the State, its agents, representatives, contractors or employees for the purposes of locating, installing, inspecting, maintaining, and monitoring of Coastwide Reference Monitoring System sites, "CRMS Sites", that are located on other lands and being a part of the Coastwide Reference Monitoring System Project, "CRMS Project" and for no other purpose.
- III. State shall be responsible for repair of any damages to said Lands resulting from ingress, egress or passage over said Lands by the State, its agents, representatives, contractors or employees to conditions existing prior to access by State as much as is practicable.
- IV. State agrees to give reasonable notice to Grantor prior to site visits for the coordination of ingress or egress, if necessary, for the activities pursuant to the CRMS Project. Contact information for State and Grantor is found on Exhibit "B".

- V. State agrees to indemnify and hold Grantor harmless against and from any loss or liability on account of injuries to (including the death of) persons or to the property of others, including reasonable attorney's fees; provided that such indemnity is limited to loss or liability that results from State's operations hereunder on said Lands. In the event any suit is brought against Grantor to recover for or on account of any such damage, injury or death, resulting from State's operations hereunder, State will, at Grantor's written request, appear and defend said suit at State's own sole cost, risk and expense, and State will be responsible for any judgment that may be entered against Grantor therein when said suit is finally determined, but only to the extent that such judgment is attributable to liability that results from State's operations hereunder on said Lands.
- VI. State may assign or transfer, in whole or part, any or all of its rights hereunder, but only to the extent necessary to implement the purposes of the CRMS Project on said Lands.
- VII. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their heirs, successors in interest, transferees and assigns.
- VIII. This Agreement shall be in effect for twenty three (23) years from the date of the signature of the State, unless sooner released by the State.
- IX. This Agreement may be executed in any number of counterparts, each of which shall constitute an original document, which shall be binding upon any of the parties executing same. To facilitate recordation of this agreement, the parties hereto agree that individual signature and acknowledgment pages from the various counterparts may be merged and combined with signature and acknowledgment pages from other counterparts.
- X. This Agreement does not confer or waive any rights except as expressly provided herein.

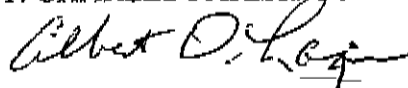
IN WITNESS WHEREOF, Grantor has executed this Agreement in the presence of the undersigned witnesses on the date below:

WITNESSES:

  
Print name: LORRIE TOUPS

  
Print name: Timothy J. Viel

ST. CHARLES PARISH GOVERNMENT

  
BY: Albert D. Laque  
Title: President  
Date: 2-27-2007

IN WITNESS WHEREOF, STATE has executed this Easement in the presence of the undersigned witnesses on the date below:

WITNESSES:

STATE OF LOUISIANA  
DEPARTMENT OF NATURAL RESOURCES  
DNR General Counsel

Isaac Jackson, Jr.

Print name:

By:

Scott A. Angelle  
Secretary

Title:

Print name:

Date:

**STATE ACKNOWLEDGMENT**

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this \_\_\_ day of \_\_\_ 2007, personally came and appeared Scott A. Angelle, to me known, who declared that he is the Secretary of the Department of Natural Resources, State of Louisiana, that he executed the foregoing instrument on behalf of said State Agency and that the instrument was signed pursuant to the authority granted to him by said State Agency and that he acknowledged the instrument to be the free act and deed of said State Agency.

*Print name:* James J. Devitt, III  
NOTARY PUBLIC

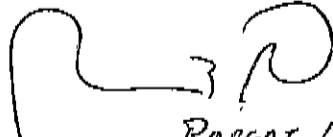
Notary Number: 8973  
My commission expires: With Life  
(SEAL)

**ACKNOWLEDGMENT**

STATE OF LOUISIANA

PARISH OF ST. CHARLES









BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this *27<sup>th</sup>* day of *February*, 2007, personally came and appeared, Albert D. Laque to me known, who, being by me duly sworn, declared and acknowledged to me, Notary, that he is the President of ST. CHARLES PARISH GOVERNMENT that as such duly authorized officer, by and with authority of the Parish Board members, he signed and executed the foregoing instrument, as the free and voluntary act and deed of said Parish Government, for and on behalf of said Parish Government, and for the object and purposes therein set forth.

  
*Print name:* ROBERT L. RAYMOND  
NOTARY PUBLIC

Notary Number: *11408*  
My commission expires: *at my death*  
(SEAL)

**Exhibit "A"**  
**Pontchartrain Levee District**  
**Coastwide Reference**  
**Monitoring System**

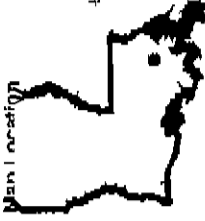
St. Charles Parish, Louisiana

-  Township/Range Lines
-  Section Lines
-  Pending CRMS Site Location
-  200-meter Zone
-  DNR Monitoring Location - Proposed/Inactive
-  1-Kilometer Photographic Zone
-  Access Areas
-  Access Routes

All features are graphical representations only and may not reflect true location or dimension

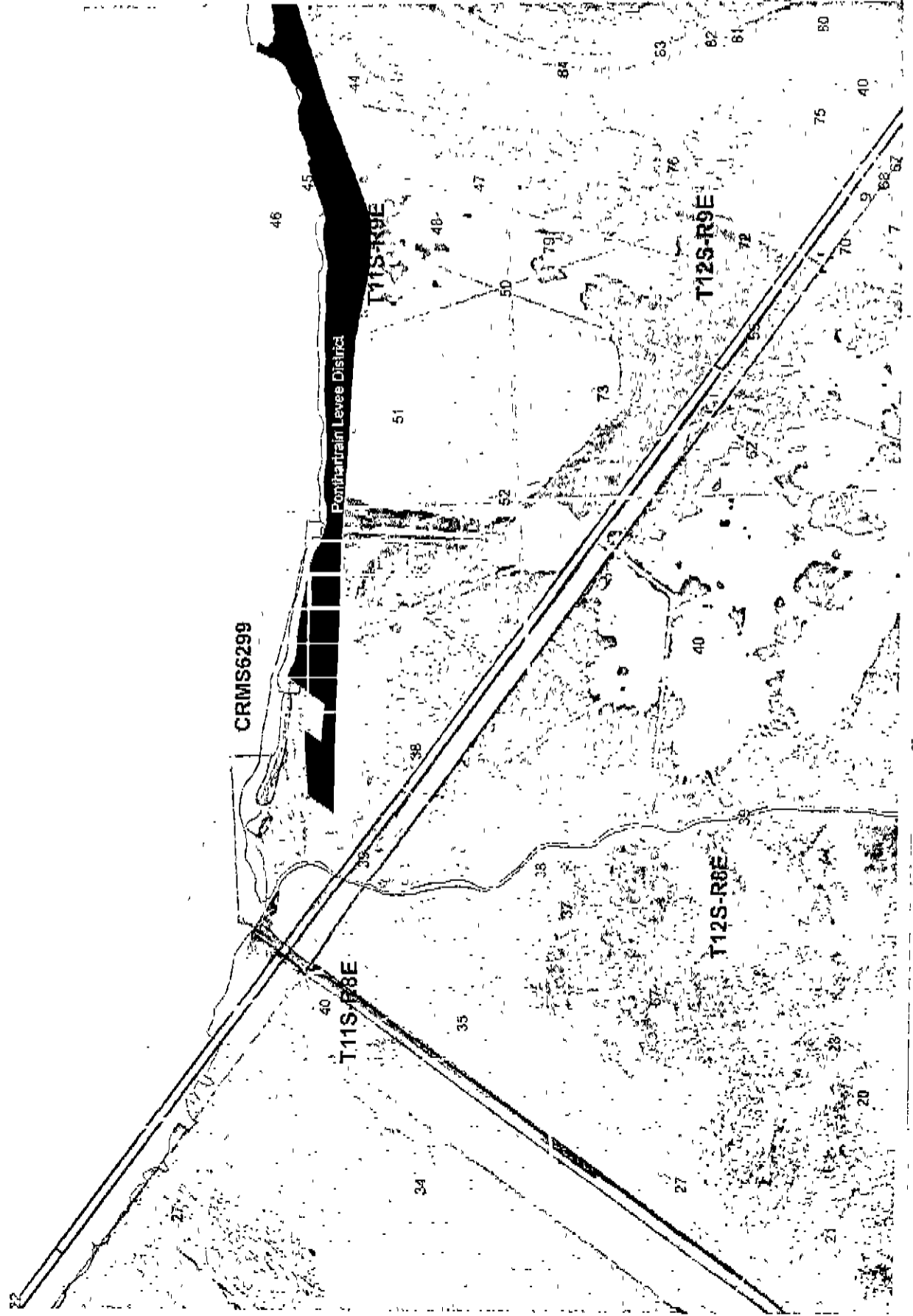


Map Location



Map Completion and Verification:  
 Louisiana Department of Natural Resources  
 Coastal Restoration Division  
 Land Section

2000 SPOT Satellite Imagery  
 Map Date: January 31, 2007  
 Map ID: crms6299a2



**EXHIBIT "B"**

**CONTACT INFORMATION FOR GRANTOR AND STATE**

**Attached to and made a part of that Right Of Passage Agreement, dated  
, 2007, by and between St. Charles Parish Government, as  
("Grantor"), and the State of Louisiana, through its  
Department of Natural Resources, ("State")**

**GRANTOR CONTACT INFORMATION:**

Earl J. Matherne, CFM, CZM Administrator  
Post Office Box 302  
Hahnville, Louisiana 70057  
Phone: 985-783-5060  
Fax: 985-783-6447  
Email: ematherne@stcharlesgov.net

Other contact information/ requirements:

**STATE CONTACT INFORMATION:**

**FOR CRMS SITE AND ACCESS AGREEMENT ISSUES, CONTACT THE LAND SECTION OF  
CRD/DNR:**

Coastal Restoration Division, Land Section  
CRMS Land Specialist  
P.O. Box 44027  
Baton Rouge, LA 70804-4027  
225-342-7308

**FOR ISSUES RELATING TO THE MONITORING SITE, MONITORING EQUIPMENT, SITE VISITS,  
ETC.; CONTACT THE BIOLOGICAL MONITORING SECTION OF CRD/DNR:**

Coastal Restoration Division, Biological Monitoring Section  
Sydney Dobson [sydney.dobson@la.gov](mailto:sydney.dobson@la.gov) or Ed Haywood (Section Manager) [ed.haywood@la.gov](mailto:ed.haywood@la.gov)  
P.O. Box 44027  
Baton Rouge, LA 70804-4027  
Phone 225-342-0981