

Ord.

1999-5038

INTRODUCED BY: CHRIS A. TREGRE, PARISH PRESIDENT

ORDINANCE NO. 99-12-23

An ordinance to approve and authorize the execution of a Department of the Army License for a three hundred foot (300') fishing jetty at Lake Pontchartrain and the east guide levee of the Bonnet Carre' Spillway. (DACW29-2-00-01)

WHEREAS, the Parish has constructed and maintained a three hundred foot (300') fishing jetty at Lake Pontchartrain and the east guide levee of the Bonnet Carre' Spillway; and,

WHEREAS, the Department of the Army, New Orleans District, Corps of Engineers approved License No. DACW29-3-94-73 to accommodate the project, which has now expired; and,

WHEREAS, it is the desire of the Parish Council to approve a new ten year license.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Department of the Army License No. DACW29-2-00-01 by and between the Secretary of the Army and the St. Charles Parish Council for the above referenced project is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute said License on behalf of the St. Charles Parish Council.

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

YEAS: RAMCHANDRAN, MINNICH, CHAMPAGNE, ABADIE, AUTHEMENT
NAYS: NONE
ABSENT: ALEXANDER, JOHNSON, DUHE, SIRMON

And the ordinance was declared adopted this 20th day of December 1999, to become effective five (5) days after publication in the Official Journal.

Revised Code: Fishing Jetty DACW29-2-00-01

CHAIRMAN: [Signature]

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: 12-21-99

APPROVED: [Signature] DISAPPROVED: _____

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: 12-21-99

AT: 1:35PM RECD BY: [Signature]

DEPARTMENT OF THE ARMY
EASEMENT FOR FISHING JETTY
LOCATED ON
BONNET CARRE' SPILLWAY
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 COUNCIL**, hereinafter referred to as the grantee, an easement to have and maintain a fishing jetty, along the Bonnet Carre Spillway, St. Charles Parish, Louisiana hereinafter referred to as the facilities, over, across, in and upon the lands of the United States as identified in Exhibit(s) "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 ten (10) years, beginning 01 December 1999 and ending 01 December 2009, but revocable at will by the Secretary of the Army.

2. **CONSIDERATION**

The consideration of this easement shall be the construction, operation and maintenance of a public road 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 COUNCIL, P.O. BOX 302, HAHNVILLE, LOUISIANA 70057, and if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, 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 facilities, 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. RIGHT TO CONNECT

The United States reserves the right to make such connections between the road or street herein authorized and roads and streets on other government lands as said officer may from time to time consider necessary, and also reserves to itself rights-of-way for all purposes across, over or under the right-of-way hereby granted; provided that such rights shall be used in a manner that will not create unnecessary interference with the use and enjoyment by the grantee of the right-of-way herein granted.

12. OTHER AGENCY AGREEMENTS

It is understood that the provisions of the conditions on SUPERVISION BY THE (DISTRICT ENGINEER)(INSTALLATION COMMANDER) 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. 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.

14. 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.

15. 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.

19. ENVIRONMENTAL BASELINE STUDY

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 on RESTORATION.

17. 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.

18. 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.

19. 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.

20. 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.

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 2ND day of FEBRUARY, 2000.

[Signature]
Witness

[Signature]
Witness

[Signature]

CLYDE H. SELLERS
Chief, Real Estate Division
U.S. Army Corps of Engineers
New Orleans District

THIS EASEMENT is also executed by the grantee this 21st day of December, 1999.

ST. CHARLES PARISH COUNCIL

[Signature]
Witness


[Signature]
Witness

[Signature]

Parish President
Title

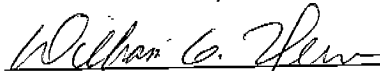
ACKNOWLEDGMENT

BEFORE ME, the undersigned, this day personally came and appeared GREGORY C. CARTER to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness who, being first duly sworn, says that he subscribed his name to the foregoing instrument as a witness and that he knows WILLIAM C. LEWIS, JR., to be the identical person who executed for the Chief of Real Estate Division the same and saw WILLIAM C. LEWIS, JR., sign his name in his capacity as Assistant Chief, Real Estate Division, 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 his presence and in the presence of the other subscribing witness.


(Appearer)

SWORN TO AND SUBSCRIBED BEFORE ME

this 2nd day of February ²⁰⁰⁰~~1999~~.

 (Notary)

My Commission Expires: **WILLIAM C. LEWIS**
Notary Public
Commission is for life

THIS INSTRUMENT PREPARED BY:

Gregory C. Carter, Realty Specialist
U.S. Army Corps of Engineers
Post Office Box 60267
New Orleans, Louisiana 70160-0267
{504} 862-1980

CERTIFICATE OF AUTHORITY

STATE OF LOUISIANA

PARISH OF ST. CHARLES

BEFORE ME, Trina Williams, a Notary in and for the said State and Parish, this day personally appeared I Chris A. Tregre certify that I am the Parish President of **ST. CHARLES PARISH COUNCIL** who signed the foregoing instrument on behalf of the grantee was then Parish President of **ST. CHARLES PARISH COUNCIL**. I further certify that the said officer was acting within the scope of powers delegated to this officer by the governing body of the grantee in executing said instrument.

IN WITNESS WHEREOF, I have hereunto signed this certificate of authority with the said appearer and the two competent witnesses at Fabouille, LA, on the 22 day of December, 1999, after reading of the whole.

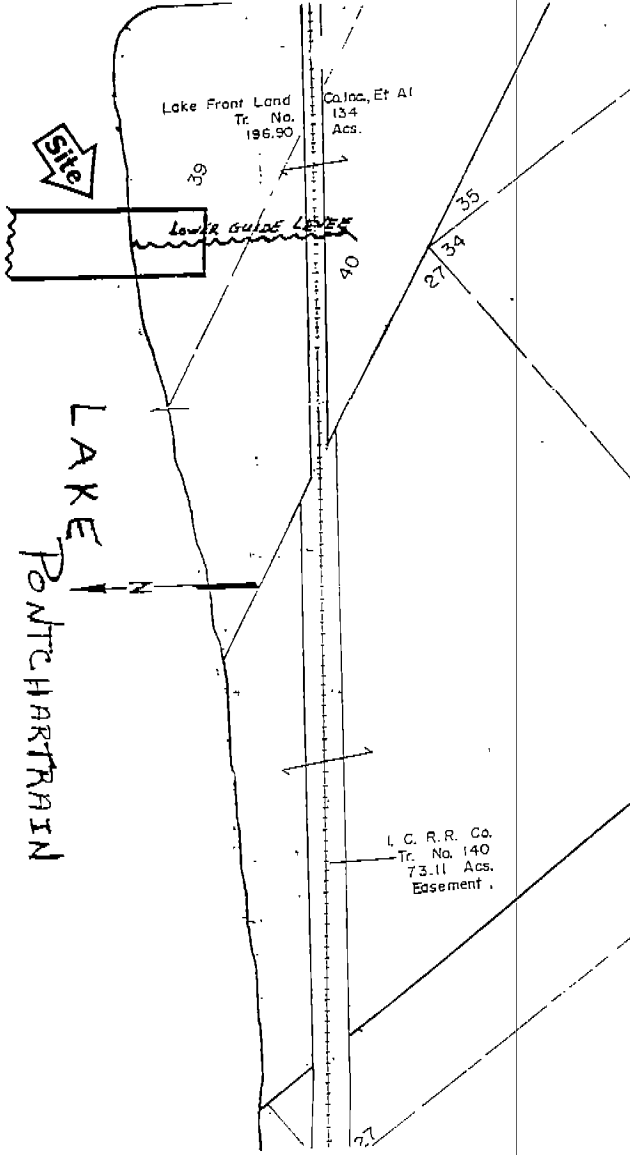
WITNESSES:

Donna P. Lombardo

Chris A. Tregre

Timothy J. Vial

Trina Williams
NOTARY



FISHING JETTY

LAKE
PONTCHARTRAIN

BONNET CARRE' SPILLWAY
SCALE: 1" = 10,000'
ST. CHARLES PARISH, LOUISIANA

EXHIBIT "A"

APPLICATION FOR DEPARTMENT OF THE ARMY PERMIT
(33 CFR 325)

OMB APPROVAL NO.
Expires 30 June 1992

Public reporting burden for this collection of information is estimated to average 5 hours per response for the majority of cases, including the time for instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Applications for larger or more complex projects, or those in ecologically sensitive areas, will take longer. Send comments regarding this burden estimate or other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302; and to the Office of Management and Budget, Washington, DC 20503.

The Department of the Army permit program is authorized by Section 10 of the Rivers and Harbors Act of 1899, Section 404 of the Clean Water Act, Section 103 of the Marine, Protection, Research and Sanctuaries Act. These laws require permits authorizing activities in or affecting navigable waters of the United States, the discharge of dredged or fill material into waters of the United States, and the transportation of dredged material for the purpose of disposal into ocean waters. Information provided on this form will be used in evaluating the application for a permit. Information in this application is made a part of the public record through issuance of a public notice. Disclosure of the information requested is voluntary, however, the data requested are necessary to communicate with the applicant and to evaluate the permit application. If necessary information is not provided, the permit application cannot be processed.

One set of original drawings or good reproducible copies which show the location and character of the proposed activity must be attached to this application (see sample drawings and instructions) and be submitted to the District Engineer having jurisdiction over the location of the proposed activity. If that is not completed in full will be returned.

1. APPLICATION NUMBER (To be assigned by Corps)	3. NAME, ADDRESS, AND TITLE OF AUTHORIZED AGENT
2. NAME AND ADDRESS OF APPLICANT St. Charles Parish Council P.O. BOX 302 Hannville, LA 70057 Telephone no during business hours AC (504) 783-5000 (Residence) AC () (Office)	Telephone no. during business hours AC () (Residence) AC () (Office) Statement of Authorization: I hereby designate and authorize _____ behalf as my agent in the processing of this permit application and to furnish, upon request, supplemental information in support of the application. SIGNATURE OF APPLICANT: <i>Chris A. Regan</i> DATE: 5/7

4. DETAILED DESCRIPTION OF PROPOSED ACTIVITY

4a. ACTIVITY

To construct and maintain a 300' fishing jetty at the lake end of the east guide levee of the Bonnet Carre' Spillway. The project will require approximately 600 cubic yards of concrete material. The jetty will be built as material becomes available.

RECEIVED

MAY 10 1994

4b. PURPOSE

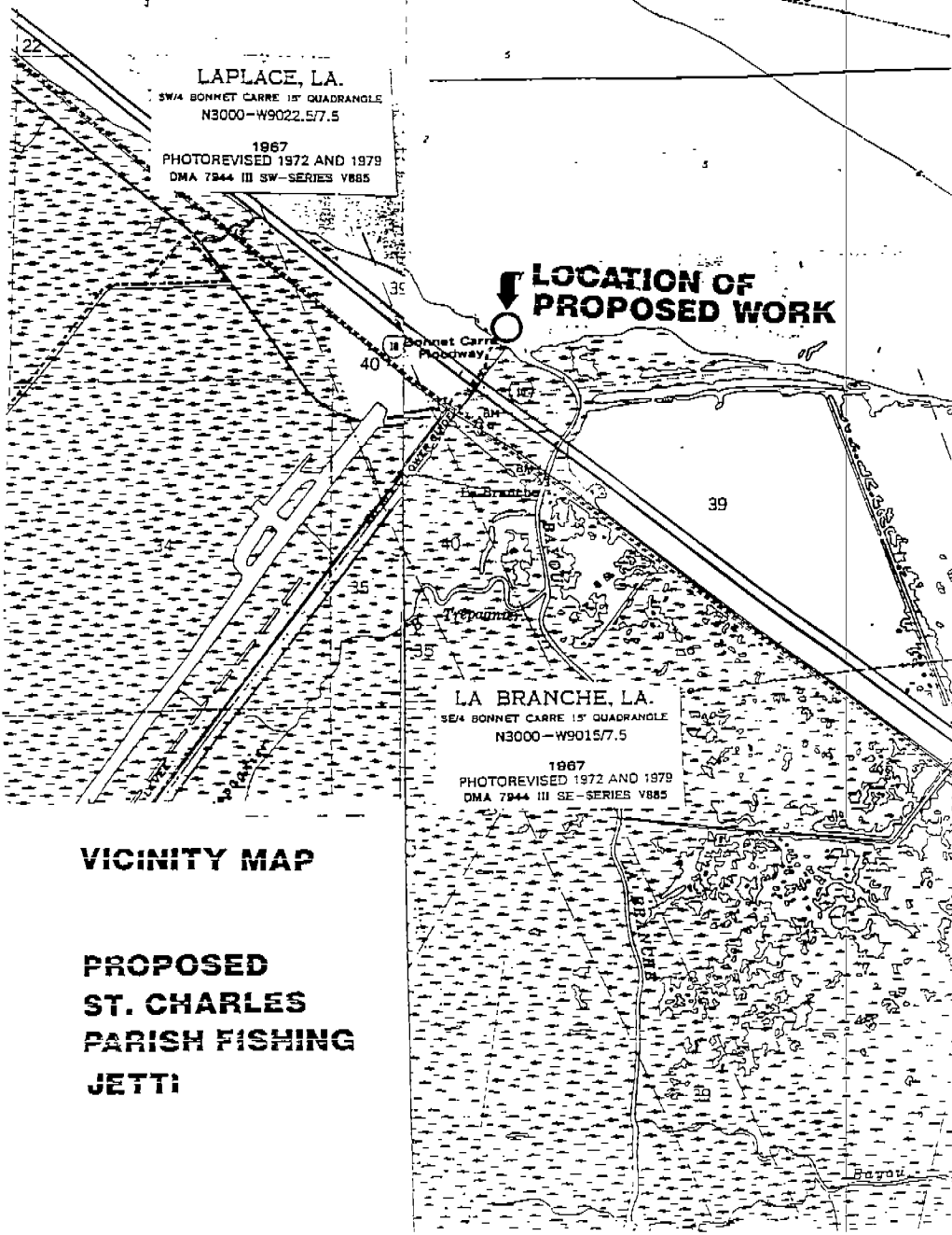
To provide a recreational fishing spot in Lake Pontchartrain for residents and visitors to St. Charles Parish.

COASTAL MANAGEMENT DIVISION

4c. DISCHARGE OF DREDGED OR FILL MATERIAL

To the best of my knowledge the proposed activity described in my permit application can and will be conducted in a manner that is consistent with the Louisiana Coastal Management Program.

Exhibit B



LAPLACE, LA.

SW/4 BONNET CARRE 15' QUADRANGLE
N3000-W9022.5/7.5

1967
PHOTOREVISED 1972 AND 1979
DMA 7944 III SW-SERIES V885

**LOCATION OF
PROPOSED WORK**

Bonnet Carre
Passway

LA BRANCHE, LA.

SE/4 BONNET CARRE 15' QUADRANGLE
N3000-W9015/7.5

1967
PHOTOREVISED 1972 AND 1979
DMA 7944 III SE-SERIES V885

VICINITY MAP

**PROPOSED
ST. CHARLES
PARISH FISHING
JETTII**

ST. CHARLES PARISH
PROPOSED FISHING JETTY

APPROXIMATELY 12 FOOT AT BASE

AREA NOT SUITABLE FOR NAVIGATION

WATER DEPTH AT MEAN LOW TIDE
AT END OF JETTY 2.5 FEET

AREA NOT SUITABLE FOR NAVIGATION

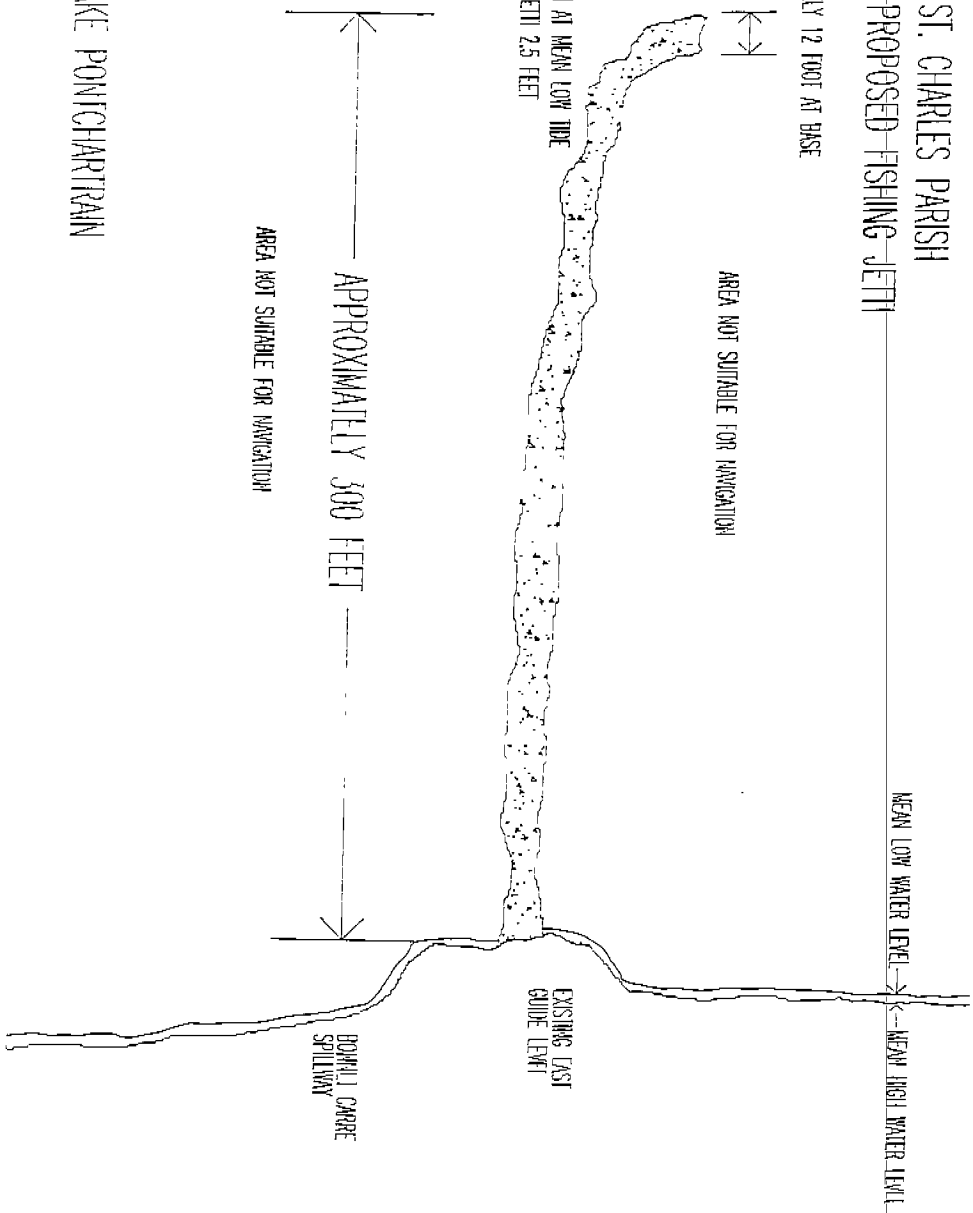
APPROXIMATELY 300 FEET

MEAN LOW WATER LEVEL ← → MEAN HIGH WATER LEVEL

EXISTING EAST
GUIDE LEVER

BONHUI CARRE
SPILLWAY

LAKE PONCHARTRAIN



ST. CHARLES PARISH
PROPOSED JETT
CROSS SECTION

