

**DEPARTMENT OF THE ARMY LICENSE  
BONNET CARRE SPILLWAY PROJECT  
TRACT NO. 120, SECTIONS 3, 4 & 5, TRACT NO. 121  
TOWNSHIP 12 SOUTH, RANGE 8 EAST  
ST. CHARLES PARISH, LOUISIANA**

**THE SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, acting under his general administrative powers, hereby grants to **ST. CHARLES PARISH DEPARTMENT OF PUBLIC WORKS AND WASTEWATER, P.O. BOX 302, Hahnville, LOUISIANA 70057**, hereinafter referred to as the grantee, a license for improvement and maintenance of an existing drainage ditch, parallel to and outside of the East Guide Levee of the Bonnet Carre Spillway Project, over, across, in and upon 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 LICENSE** is granted subject to the following conditions:

**1. TERM**

This license is granted for a term of **five (5) years**, beginning **May 1, 2011**, and ending **April 30, 2016** but revocable at will by the Secretary.

**2. CONSIDERATION**

**The consideration for this license shall be the construction, operation and maintenance of the premises for the benefit of the general public in accordance with the terms and conditions hereinafter set forth.**

**3. NOTICES**

All notices and correspondence to be given pursuant to this license shall be addressed, if to the grantee, to **St. Charles Parish Department of Public Works and Wastewater, P.O. Box 302, Hahnville, Louisiana 70057**; and if to the United States, to the **District Engineer, Attention: New Orleans District Real Estate Chief, Real Estate Region South Division, U.S. Army Corps of Engineers, P.O. Box 60267, New Orleans, Louisiana 70160-0267**; or as 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 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 any duly authorized representatives.

#### **5. SUPERVISION BY THE DISTRICT ENGINEER**

The use and occupation of the premises shall be subject to the general supervision and approval of the District Engineer, New Orleans District, hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

#### **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. CONDITIONAL USE BY GRANTEE**

The exercise of the privileges herein granted shall be:

- a. without cost or expense to the United States;
- b. subject to the right of the United States to improve, use or maintain the premises;
- c. subject to other outgrants of the United States on the premises;
- d. personal to the grantee, and this license, or any interest herein, may not be transferred or assigned.

#### **8. CONDITION OF PREMISES**

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

#### **9. COST OF UTILITIES**

The grantee shall pay the cost, as determined by the officer having immediate supervision over the premises, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the grantee, including the grantee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payments shall be made in the manner prescribed by the officer having such jurisdiction.

## **10. PROTECTION OF PROPERTY**

The grantee shall keep the premises in good order and in a clean, safe condition by and at the expense of the grantee. 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 license, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other 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 the property to a condition satisfactory to said officer.

## **11. INDEMNITY (deleted)**

## **12. RESTORATION**

On or before the expiration of this license or its termination by the grantee, the grantee shall vacate the premises, remove the property of the grantee, and restore the premises to a condition satisfactory to said officer. If, however, this license is revoked, the grantee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the District Engineer may designate. In either event, if the grantee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefor, or said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The grantee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this license in restoring the premises.

## **13. 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 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 our pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as a Department of Defense Directive 5500.11 and 1020.1, and Army Regulatory 660-7. This assurance shall be binding on the grantee, its agents, successors, transferees, and assignees.

#### **14. TERMINATION**

This license may be terminated by the grantee at any time by giving the District Engineer at least ten (10) days notice in writing provided that no refund by the United States of any consideration previously paid shall be made and provided further, that in the event said notice is not given at least ten (10) days prior to the rental due date, the grantee shall be required to pay the consideration for the period shown in the Condition on **CONSIDERATION**.

#### **15. ENVIRONMENTAL PROTECTION**

a. Within the limits of their respective legal powers, the parties to this license 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 said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this license. 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 grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the grantee's activities, the grantee shall be liable to restore the damaged resources.

c. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

#### **16. HISTORIC PRESERVATION**

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, 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.

#### **17. DISCLAIMER**

This license is effective only insofar as the rights of the United States in the premises are concerned; and the grantee shall obtain any permit or license which may be required by Federal, state, or local statute in connection with the use of the premises. It is understood that the granting of this license does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 U.S.C. § 403), and Section 404 of the Clean Waters Act (33 U.S.C. § 1344).

## **18. ADDITIONAL CONDITIONS**

**a. That there is to be no enlargement of 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. Licensee shall note or reference any U.S. property line markers destroyed in the work of ditch improvement and maintenance.**

**d. That the licensee 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 a uniform slop that will provide drainage from the levee to the ditch and a smooth surface for mowing operations.**

**f. That this license 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 LICENSE is not subject to Title 10, United States Code, Section 2662, as amended.**

IN WITNESS WHEREOF I have hereunto set my hand by authority/direction of the Secretary of the Army this 20<sup>th</sup> day of January, 2012

Janet R. Cruppi  
**LINDA C. LABURE**  
New Orleans District Real Estate Chief  
Real Estate Region South Division

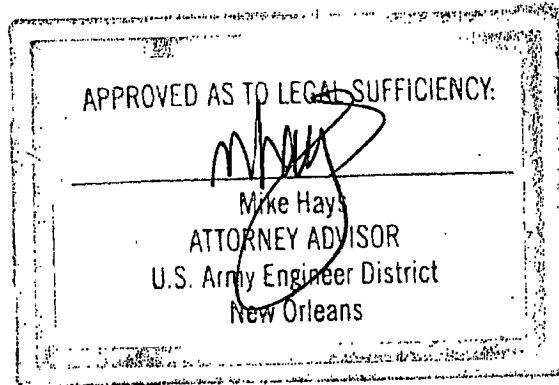
WITNESSES:

Signed: Sheila B. Mills

Printed name: Sheila B. Mills

Signed: Kedrick Jones

Printed name: Kedrick Jones



THIS LICENSE is also executed by the grantee this 11<sup>th</sup> day of January, 2012.

**ST. CHARLES PARISH  
DEPARTMENT OF PUBLIC WORKS AND WASTEWATER**

By:

Signed: [Signature]

Printed name: W. ST. PIERRE

Title: Parish President

WITNESSES:

Signed: [Signature]

Printed name: Anetra Coleman

Signed: [Signature]

Printed name: Nicole Breaux

**CERTIFICATE OF AUTHORITY**

I, V.J. St. Pierre, do hereby certify that I am the principle legal officer of the **ST. CHARLES PARISH DEPARTMENT OF PUBLIC WORKS AND WASTEWATER (PARISH)**, that the **Parish** is a legally constituted public body with full authority and legal capability to adhere and comply with the terms and conditions for License No. DACW29-3-11-128, and subsequent amendments thereto, for improvement and maintenance of an existing drainage ditch, parallel to and outside of the East Guide Levee, in connection with the Bonnet Carre Spillway Project, and that the persons who executed License No. DACW29-3-11-128 on behalf of the **Parish** has acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification on this 11<sup>th</sup> day of January, 2012.

Signed: Wsel

Printed name: V.J. ST. PIERRE

Title: Parish President



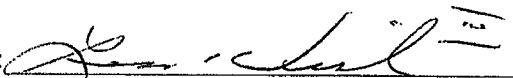
ACKNOWLEDGMENT

STATE OF Louisiana

COUNTY/PARISH OF St. Charles

On this 11<sup>th</sup> day of January, 2017, before me appeared V.J. St. Pierre, Jr., to me personally known, who, being by me duly sworn, did say that he is the Parish President of the **ST. CHARLES PARISH DEPARTMENT OF PUBLIC WORKS AND WASTEWATER (PARISH)**, and that the license was signed in behalf of the **Parish**, by authority duly and legally granted and bestowed upon him, and that the **Parish** acknowledged the license to be the free act and deed of the **Parish** and the **Parish** has no seal.

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

Signed: 

Printed Name: Louis C. Vial  
Notary Public  
State of Louisiana  
Parish of St. Charles

My Commission Expires: at death

Bar Association Number: 58825

**ACKNOWLEDGEMENT OF WITNESS FOR  
DEPARTMENT OF THE ARMY  
LICENSE NO. DACW29-3-11-128**

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 license agreement as subscribing witness thereto, and that the license 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 Deputy Chief, Real Estate Division, CEMVN, 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: Sheila B. Mills (Appearer)  
Printed Name: Sheila B. Mills

SWORN TO AND SUBSCRIBED BEFORE ME this 26<sup>th</sup> day of January 2012.

Signed: Terry Michael Hays (Notary)  
Printed name: TERRY MICHAEL HAYS  
Louisiana Bar Association Number: ST. TAMMANY PARISH 06700  
LOUISIANA  
My Commission expires is for life

BONNET CARRE SPILLWAY PROJECT  
 TOWNSHIP 12 SOUTH, RANGE 8 EAST  
 ST. CHARLES PARISH, LA  
 SCALE : 1 : 10,000

I. B. A. R. R. Co.

RABARDO-TR. NO. 122-1008 ACRES  
 Mule No. 121  
 2711 ACRES  
 Phillip Generous, Tr. No. 136, 3.58 Acres  
 & Hawkins, Tr. No. 135, 3.58 Acres  
 Phillip Generous, Tr. No. 135, 3.58 Acres  
 Suddas, Inc., Tr. No. 124, 8.18 Acres  
 Goudechoux (Or Joseph) Charles A. Hordel, Tr. No. 125, 8.71 Acres  
 Gillespie Charles A. Hordel, Tr. No. 125, 8.71 Acres  
 Filippo Marino, Tr. No. 122-4, 1.20 Acres  
 Peter Buttico, Et Al, Tr. No. 122-4, 1.20 Acres  
 No. 126, 5.11 Acres  
 Bartoo, Tr. No. 125, 1.00 Acres

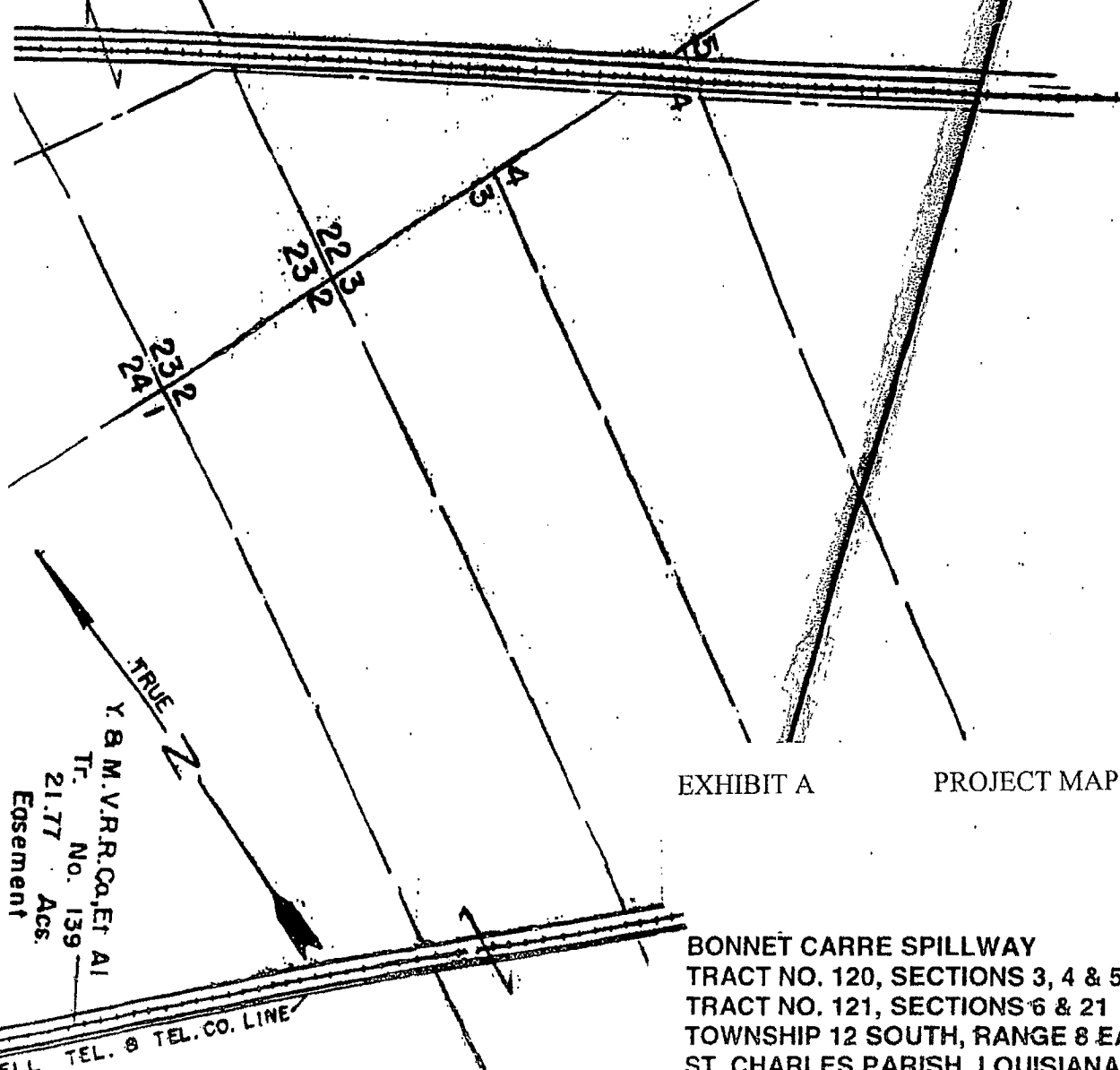
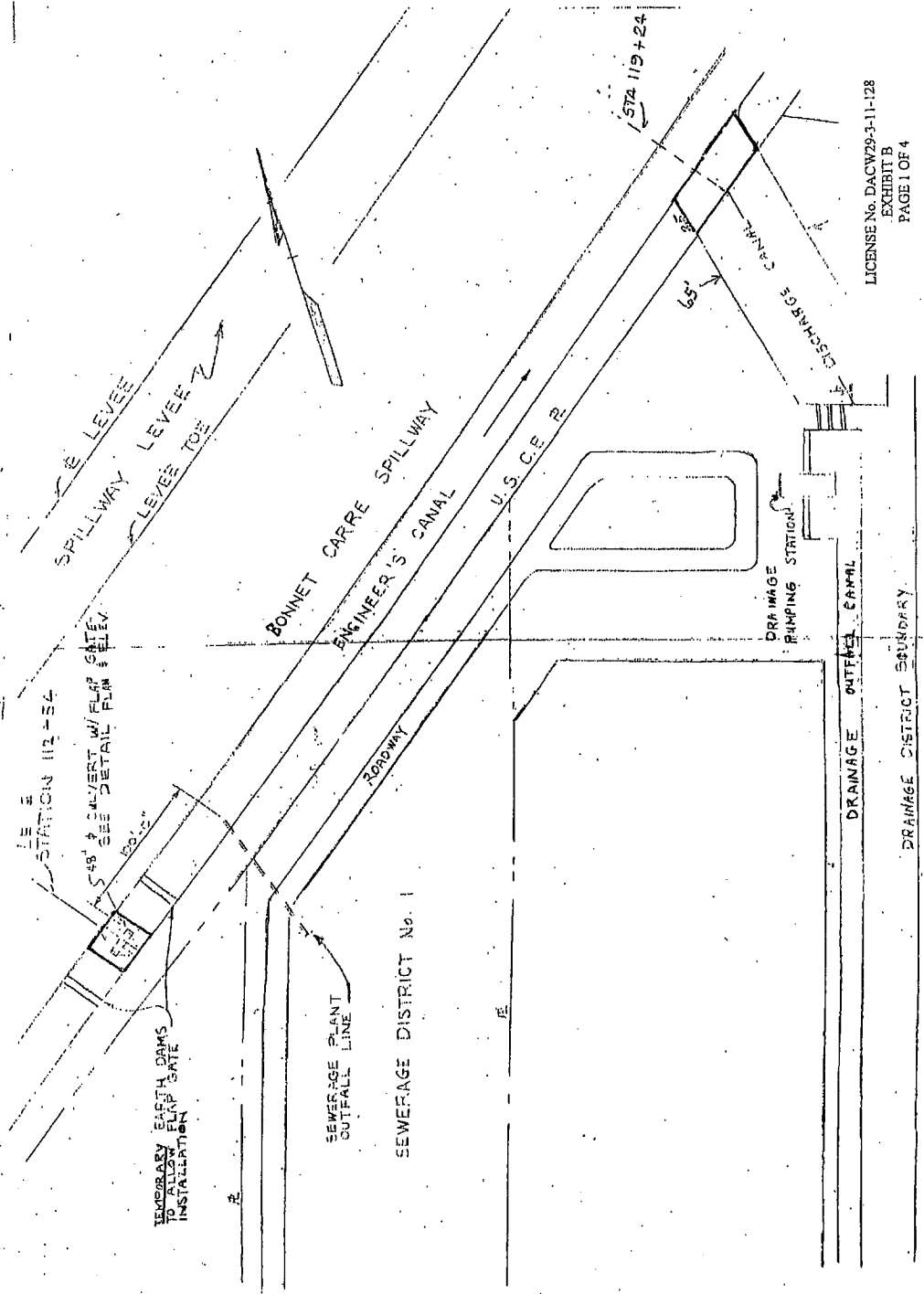


EXHIBIT A PROJECT MAP SHEET 1 OF 1

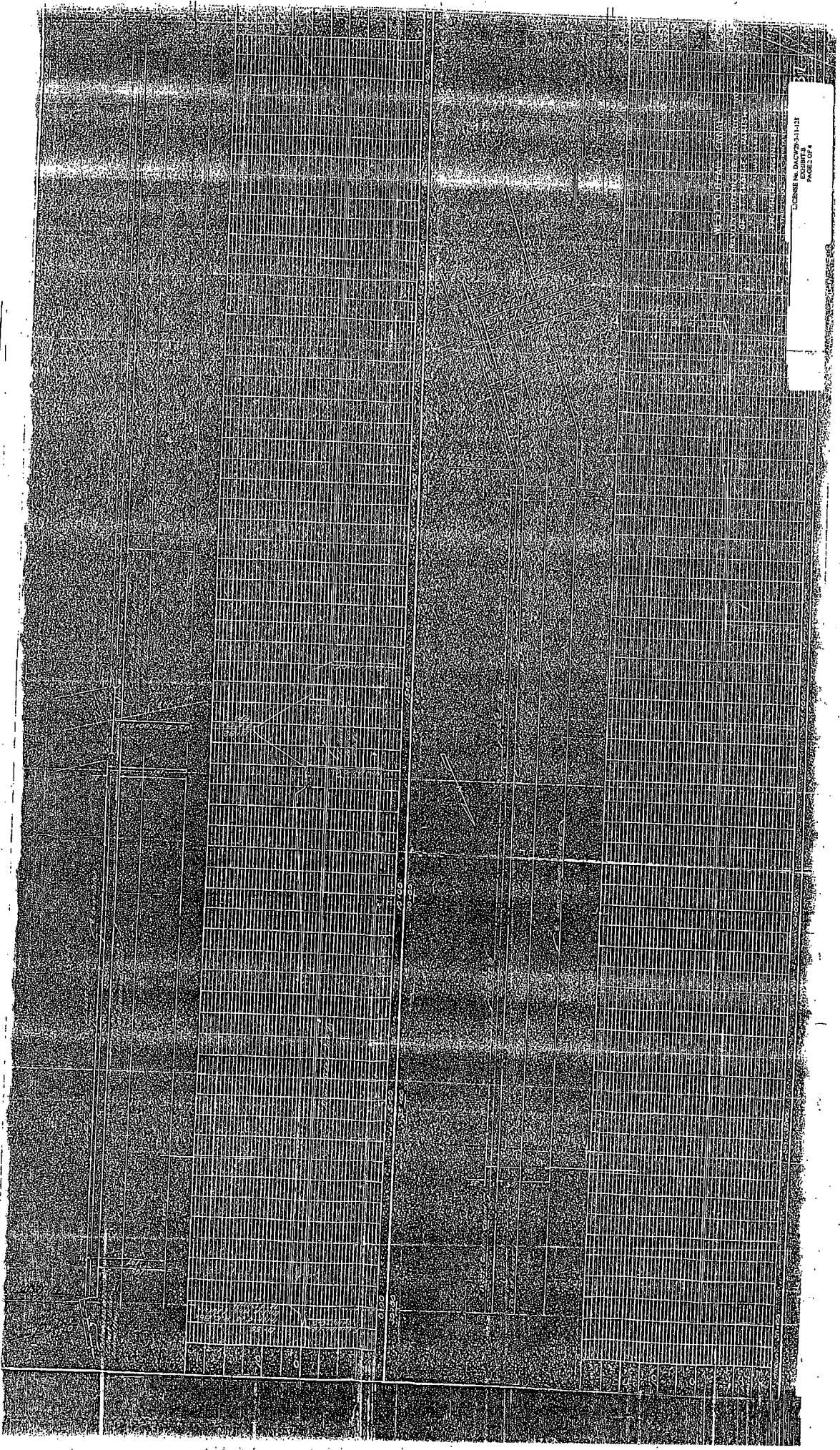
BONNET CARRE SPILLWAY  
 TRACT NO. 120, SECTIONS 3, 4 & 5  
 TRACT NO. 121, SECTIONS 6 & 21  
 TOWNSHIP 12 SOUTH, RANGE 8 EAST  
 ST. CHARLES PARISH, LOUISIANA

Y & M. V. R. R. Co., Et Al  
 Tr. No. 139  
 21.77 Ac.  
 Easement

TEL. & TEL. CO. LINE



LICENSE No. DACW29-3-11-128  
 EXHIBIT B  
 PAGE 1 OF 4



LICENSE NO. D4CWP-31-113  
PAGE 1 OF 4