

INDEMNITY AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT entered into by and between:

THE PONTCHARTRAIN LEVEE DISTRICT, represented by its President, Steve Wilson, acting pursuant to a motion passed by the Board of Commissioners for the Pontchartrain Levee District at its meeting on (place date of meeting in blank) NOVEMBER 15, 2010_____;

AND

St. Charles Parish, represented by its President, V.J. St. Pierre, acting pursuant to a motion/resolution passed at the St. Charles Parish Meeting on November 22, 2010.

who hereby agrees as follows:

WHEREAS, St. Charles Parish:

Wishes to install an 8-Inch Force Main for approximately 2,500 LF along LA. Hwy 628/River Road and Evangeline Drive in Montz, LA located in St. Charles Parish.

WHEREAS, the **Board of Commissioners of the Pontchartrain Levee District** is the public body which has been given the authority to regulate activities on the levee system as it relates to the maintenance and structural integrity of the levee system itself;

NOW, THEREFORE, it is agreed as follows:

1. That St. Charles Parish agrees to

Directionally bore an 8-Inch Sewer Force Main along LA. Hwy. 628/River Road and Evangeline Drive in Montz, LA located in St. Charles Parish.

at its own risk and further agrees that the Pontchartrain Levee District, its officers, commissioners, agents, employees and/or contractors shall not be liable for any special, incidental, consequential, punitive, compensatory damages, and/or damages of any other kind, or any expenses of any kind for injury to any person, persons, or property, directly or indirectly arising from the activity requested and referenced herein and on Letter of No Objection request dated September 8, 2010.

St. Charles Parish agrees to defend, indemnify and hold the **Pontchartrain Levee District**, its officers, commissioners, agents, employees and/or its contractors harmless against any loss, cost, expense, damage, claim, action or liability claimed, paid, suffered and/or incurred as a result of the activity requested and/or referenced herein, by reason of any act, thing or omission, or by reason of the activity requested and/or referenced herein within the Mississippi River Levee servitude.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the date shown below.

WITNESSES:

Kelly Poche

PONTCHARTRAIN LEVEE DISTRICT

BY: Steve Wilson
Steve Wilson, President

DATE: Dec 1, 2010

Nicole Breau
Printed Name: Nicole Breau

V. St Pierre
Signature of Company Representative
BY: V. ST PIERRE
Printed Name/Title

DATE: November 29, 2010