

**JOINT-USE AGREEMENT
STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT**

This agreement is made and entered into on the _____ day of _____, 2024, by and between the Department of Transportation and Development, hereinafter referred to as "DOTD" and the St. Charles Parish hereinafter referred to as "Lessee".

WITNESSETH:

That DOTD for and in consideration of the covenants, conditions, agreements and stipulations of Lessee expressed does hereby agree to allow Lessee to use the land and airspace of State Highway I-310 within the limits of the State Project No. 450-38-0003 as shown on the attached drawings marked "Exhibit B" for a term of (5) years which will be automatically renewed each 5 years unless terminated by one or other of the parties.

The premises shall be used during the tenancy hereof exclusively for the purpose of allowing A dog park and affiliated structures, with ingress and egress and Lessee agrees that no income will be generated by the proposed use.

The premises to be used by Lessee are more particularly described in "Exhibit A".

This agreement is granted subject to the following general conditions as applicable unless clearly inappropriate:

(1) The use of the premises shall conform in all respects to Title 23, Code of Federal Regulations, Section 710, Subpart D, "Real Property Management." It is clearly understood that the use permitted under this Joint-Use Agreement shall be unconditionally subject and subordinate to the right of DOTD to use the land for highway and other transportation purposes. Vehicular access to the area described in this Agreement directly from the established grade line of an Interstate Highway is specifically prohibited.

The airspace of this Agreement located below and within ten (10) feet of elevated structures, shall not extend above a point one (1) foot lower in elevation than the bottom of the structure, and

shall include the bottom of steel and concrete girders, pile caps, etc., as applicable.

(2) Vehicles used or designed for the transportation of gasoline or petroleum products shall not be permitted on the premises; nor shall flammables (liquids, gases and solids), as well as explosives, bulk storage of gasoline, or petroleum products, be permitted on the premises.

(3) Structures authorized to occupy the airspace will be of fireproof construction, as defined by the provisions of the applicable building codes, and will not be used for the manufacture of inflammable material, or for the storage of materials, or other purposes deemed by DOTD or Federal Highway Administration to be a potential fire or other hazard to the highway. The operation and maintenance of the space will be subject to regulation by DOTD to protect against fire or other hazard impairing the use, safety and appearance of the highway. Lessee shall, at its sole expense, keep and maintain the premises free of all grass, weeds, debris and inflammable materials of every description, and at all times the premises shall be kept in an orderly, clean, safe and sanitary condition. A high standard of cleanliness, consistent with the location of the area as an adjunct of the State of Louisiana Highway System will be required.

(4) No improvements shall be placed in, or upon the premises and no alterations shall be made on, in or upon said premises without the consent and approval of DOTD and Federal Highway Administration obtained, in writing, under penalty of cancellation of the Agreement.

(5) Lessee shall be liable and responsible for all costs or expenses incurred in the construction, operation and maintenance of the facilities permitted hereunder including, but not limited to, assessments, taxes and utilities.

(6) On-premise signs, displays, or devices may be authorized by DOTD, but shall be restricted to those indicating ownership and type of activity being conducted in the facility to occupy the airspace and shall be subject to reasonable restrictions with respect to number, size, location and design by regulation of DOTD, subject to the Federal Highway Administration approval.

(7) Lessee shall secure all necessary permits required in connection with operations on the premises and shall comply with all Federal, State and Local statutes; ordinances, or regulations which may affect, in any respect, Lessee's use of the premises.

(8) Lessee, at Lessee's own cost and expense, shall maintain said premises, including all driveways, fences and guardrail, heretofore or hereafter erected, subject to the approval thereof by DOTD. Lessee shall take all steps necessary to effectively protect the fences and guardrail, and the piers and columns of the bridge from damage incident to Lessee's use of such premises, all without

expense to DOTD. Lessee shall be liable to and shall reimburse DOTD for any damage to DOTD owned fences, guardrail, piers, or columns in any way resulting from or attributable to the use and occupancy of said premises by Lessee or any person entering upon the same with the consent of Lessee, expressed or implied. Any future proposed plans for driveways, fence openings, wheel rails, landscaping, surfacing and lighting shall be filed with and approved by DOTD prior to the commencement of any work hereunder by Lessee, all at Lessee's expense. There shall be no attachment to existing structures. Existing drainage patterns shall be maintained and positive drainage shall be provided in the area at all times. Fence damage shall be repaired in-kind.

(9) Lessee shall occupy and use said premises at its own risk and expense, including any and all claims for damage to property, or injury to, or death of, any person entering upon same with Lessee's consent, expressed or implied.

(10) Lessee through the State of Louisiana, Office of Risk Management is self-insured for general liability for bodily injury, personal injury, and property damage. Coverage includes the airspace facilities authorized in this Agreement; to provide for the payment of any damages occurring to the highway facility and to the public for personal injury, loss of life and property damage resulting from Lessee's use of the premises.

(11) Title and control of the area of right-of-way involved will remain with DOTD. DOTD specifically reserves the right of entry by any authorized officer, engineer, employee, contractor or agent of DOTD for the purpose of inspecting said premises, or doing of any and all acts necessary or proper on said premises in connection with protection, maintenance, painting, and operation of structures and appurtenances; provided further that DOTD reserves the right, at its discretion, to immediate entry upon the premises and to take immediate possession of the same only in case of any national or other emergency, or for the purpose of preventing sabotage, and for the protection of said structures, and during said period Lessee shall be relieved from the performance of all conditions or covenants specified herein.

(12) DOTD hereby covenants and agrees with Lessee that Lessee, shall at all times during its tenancy peaceably and quietly have, hold and enjoy the premises, without suit, trouble, or hindrance from DOTD: provided, however, and it is further agreed, that if Lessee shall not perform and fulfill each and every one of the conditions and covenants herein contained to be performed by Lessee; or if Lessee discontinues use of the premises for more than a continuous 60-day period; or if

Lessee attempts to sell or assign these premises without written consent of DOTD; said act or acts of omission or commission may, at the option of DOTD, constitute a forfeiture of all rights under, the voiding of, and the ending of the term of this Agreement, and the further occupancy of said premises after such forfeiture by Lessee shall be deemed held and taken as a forcible detainer thereof by Lessee; and said DOTD may, without notice, re-enter and take possession thereof, and with or without force and with or without legal process, evict and dispossess Lessee from said premises; and if any suit be brought by DOTD against Lessee for breach of any condition or covenant herein contained by Lessee or any summary action be brought by said DOTD for forfeiture of this Agreement or to recover possession of said premises, Lessee agrees to pay reasonable attorney's fees and costs for commencing and prosecuting said action in an amount which shall be ascertained and fixed by the Court.

(13) In the event of the termination of this Agreement by the expiration thereof, or for any other reason, Lessee will peaceably and quietly leave, surrender, and yield up to DOTD all and singular DOTD-owned premises with said appurtenances and fixtures in good order, condition and repair, reasonable use and wear thereof, and damage by earthquake, fire, and public calamity, by the elements, by act of God, or by circumstances over which Lessee has no control, excepted. Any signs or other appurtenances placed on DOTD-owned premises pursuant to any provision hereof are the personal property of Lessee and shall be removed by Lessee upon the termination of the Agreement and said premises shall be restored to its previous condition with the exception of surfacing, wheel rails, and column guards, all at the expense of Lessee; provided, that if any signs or other appurtenances are not so removed after thirty (30) days written notice from DOTD to Lessee, DOTD may proceed to remove the same, and to restore the said premises, and Lessee shall pay DOTD upon demand, the reasonable cost and expense of such removal and restoration; or DOTD may, in its absolute discretion, elect to declare the same the property of DOTD whereupon all right, title and interest of Lessee shall terminate.

(14) Notwithstanding anything herein contained to the contrary, this Agreement may be terminated, and the provisions of this Agreement may be altered, changed or amended by mutual consent of the parties hereto, all subject to the prior approval of the Federal Highway Administration.

(15) Lessee agrees to adequately maintain and police these facilities at all times to the satisfaction of DOTD and the Federal Highway Administration.

(16) Lessee shall not lease or subcontract operations on the premises except with the prior written approval of DOTD and the Federal Highway Administration.

(17) The terms and provisions of this Agreement shall extend to, be binding upon and inure to the benefit of any approved successor or assignee of Lessee.

(18) The use of the premises shall be in compliance with Title 49, Code of Federal Regulations, Part 21 “Non-discrimination in Federally-assisted Programs.”

(19) The property covered in this Joint Use Agreement was acquired by the Louisiana Department of Transportation and Development (DOTD) for use in highway construction and has been determined to have no significant use as or plans for use as a park, recreation, or wildlife and waterfowl purpose as described in Section 4(f) (49 U. S. C. 303). This agreement does not create a long-term right, and therefore any park or recreational activity would be temporary pending a future highway or transportation need. Section 4(f) (49 U.S.C. 303) funding sources may not be used for any properties associated with this agreement.

(20) Notwithstanding anything herein contained to the contrary, this Agreement may be terminated at any time by Lessee upon ninety (90) days prior notice, in writing, and by DOTD upon ninety (90) days prior notice, in writing, but in no event prior to one (1) year after execution, unless under provisions as provided above. In the event of cancellation by DOTD, said notice shall be served upon St. Charles Parish at 15045 River Road, Hahnville, LA 70057

In the event of cancellation by Lessee said notice shall be served on DOTD at Post Office Box 94245, Baton Rouge, Louisiana 70804-9245. In the event of breach of any of the above nondiscrimination covenants, DOTD shall have the right to terminate the lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if this agreement had never been made or issued.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto of the date herein first above written.

St. Charles Parish

BY: _____
Matthew Jewell (Print)
Parish President (Title)

DATE

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

BY: _____
Tim Hutchinson, P.E.
Right-of-Way Permit Engineer

DATE

APPROVED BY: _____
FEDERAL HIGHWAY ADMINISTRATION

DATE