

**DEPARTMENT OF THE ARMY
EASEMENT FOR DRAINAGE DITCH RIGHT-OF-WAY
LOCATED IN
BONNET CARRE SPILLWAY PROJECT
TRACT NO. 120, SECTIONS 3, 4 & 5, AND TRACT NO. 121, SECTIONS 6 & 21
TOWNSHIP 12 SOUTH, RANGE 8 EAST
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 DEPARTMENT OF PUBLIC WORKS**, hereinafter referred to as the grantee, an easement for an existing drainage ditch that runs parallel to and outside of the East Guide Levee of the Bonnet Carre Spillway Project, hereinafter referred to as the facilities, over, across, in and upon the 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 EASEMENT is granted subject to the following conditions:

1. TERM

This easement is granted for a term of fifty (50) years, beginning May 1, 2015, and ending April 30, 2065.

2. CONSIDERATION

The consideration of this easement shall be the construction, operation and maintenance of the premises 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 DEPARTMENT OF PUBLIC WORKS, P. O. BOX 302, HAHNVILLE, LOUISIANA 70057**, and if to the United States, to the **District Engineer, Attention: New Orleans District Chief, Real Estate, US ARMY CORPS OF ENGINEERS, 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 **drainage ditch**, 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. TRANSFERS AND ASSIGNMENTS

Without the prior written approval by said District Engineer, the grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extent to and be binding upon and shall inure to benefit of the representatives, successors and assigns of the grantee.

12. OTHER AGENCY AGREEMENTS

It is understood that the provisions of the conditions on **SUPERVISION BY THE DISTRICT ENGINEER** 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. INDEMNITY

That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the grantee, or for damages to the property or injuries to the person of the grantee, or the persons of grantee's officers, agents, servants, or employees or others who may be on said premises at their invitation or the invitation of one of them arising from governmental activities on or in the vicinity of the said premises, and the grantee shall hold the United States harmless from any and all such claims.

14. SUBJECT TO EASEMENTS

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the grantee, and easements will not be granted which will, in the opinion of said officer, interfere with the use of the premises by the grantee.

15. REQUIRED SERVICES

The grantee shall furnish through said facilities such services as may be required from time to time for governmental purposes, provided that payment for such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the grantee for similar service.

16. RELOCATION OF FACILITIES

In the event all or any portion of the premises occupied by the said facilities shall be needed by the United States, or in the event the existence of said facilities is determined to be detrimental to governmental activities, the grantee shall from time to time, upon notice to do so, and as often as so notified, remove said facilities to such other location on the premises as may be designated by said officer. In the event said facilities shall not be removed or relocated within ninety (90) days after such notice, the United States may cause such relocation at the sole expense of the grantee.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. ENVIRONMENTAL BASELINE STUDY (added)

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 of RESTORATION.

25. EXECUTIVE ORDER 13658

It has been determined this contract is not subject to Executive Order 13658 or the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

26. HOLD HARMLESS AND INDEMNIFICATION

If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

27. ADDITIONAL CONDITIONS

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

d. That the Grantee 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 an uniform slope that will provide drainage from the levee to the ditch and a smooth surface for mowing operations.

f. That this easement 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 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 18th day of May, 2016.

[Signature]
Witness

Carla J. Buehler
Printed Name

[Signature]
Witness

Mindy Joseph
Printed Name

Janet R. Cruppi

JANET R. CRUPPI
Deputy District Chief of Real Estate, New Orleans
Chief, New Orleans Management and Disposal Section
Management and Disposal Branch
Real Estate Region South Division
Real Estate Contracting Officer

APPROVED AS TO LEGAL SUFFICIENCY:

Marco Rosamano

MARCO ROSAMANO
ATTORNEY ADVISOR
U. S. Army Engineer District
New Orleans

THIS EASEMENT is also executed by the grantee this 9th day of May, 2016.

Dawn H. Higdon
Witness
DAWN H. HIGDON

[Signature]
LARRY COCHRAN
Parish President

Printed Name
Bobbi N. Cullen
Witness
BOBBI N. CULLEN

Printed Name

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF ST. CHARLES

On this 9th day of May, 2016, before me appeared **Larry Cochran**, to me personally known, who, being by me duly sworn, did say that he is the **President of St. Charles Parish (SCP)**, by authority duly and legally granted and bestowed upon him, and that **SCP** acknowledged the **Easement No. DACW29-2-16-19** to be the free act and deed of **SCP** and **SCP** has no seal.

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

Signed:  _____

Printed Name: Robert L. Raymond
Notary Public
State of Louisiana
Parish of St. Charles

My Commission Expires: at death

Bar Association Number: 11408

CERTIFICATE OF AUTHORITY

I, Robert L. Raymond do hereby certify that I am the principle legal officer of the St. Charles Parish (SCP) that SCP is a legally constituted public body with full authority and legal capability to adhere and comply with the terms and conditions for Easement No. DACW29-2-16-19 and subsequent amendments thereto, for the construction, operation, maintenance and use of the facilities in connection with the Bonnet Carre Spillway Project, and that the persons who executed Easement No. DACW29-2-16-19 on behalf of SCP has acted within their statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification on this 9th day of May, 2016.

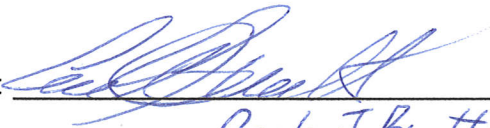
Signed: _____

Printed name: Robert L. Raymond

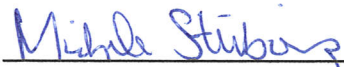
Title: Parish Attorney

**ACKNOWLEDGEMENT OF WITNESS FOR
DEPARTMENT OF THE ARMY
EASEMENT NO. DACW29-2-16-19**

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 easement agreement as subscribing witness thereto, and that the easement 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 **Chief, New Orleans Management and Disposal Section, Management and Disposal Branch, Real Estate Region South Division, Real Estate Contracting Officer, CEMVK-RE**, 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:  (Appearer)
Carla J Buatte

SWORN TO AND SUBSCRIBED BEFORE ME this 18th day of May 2016.

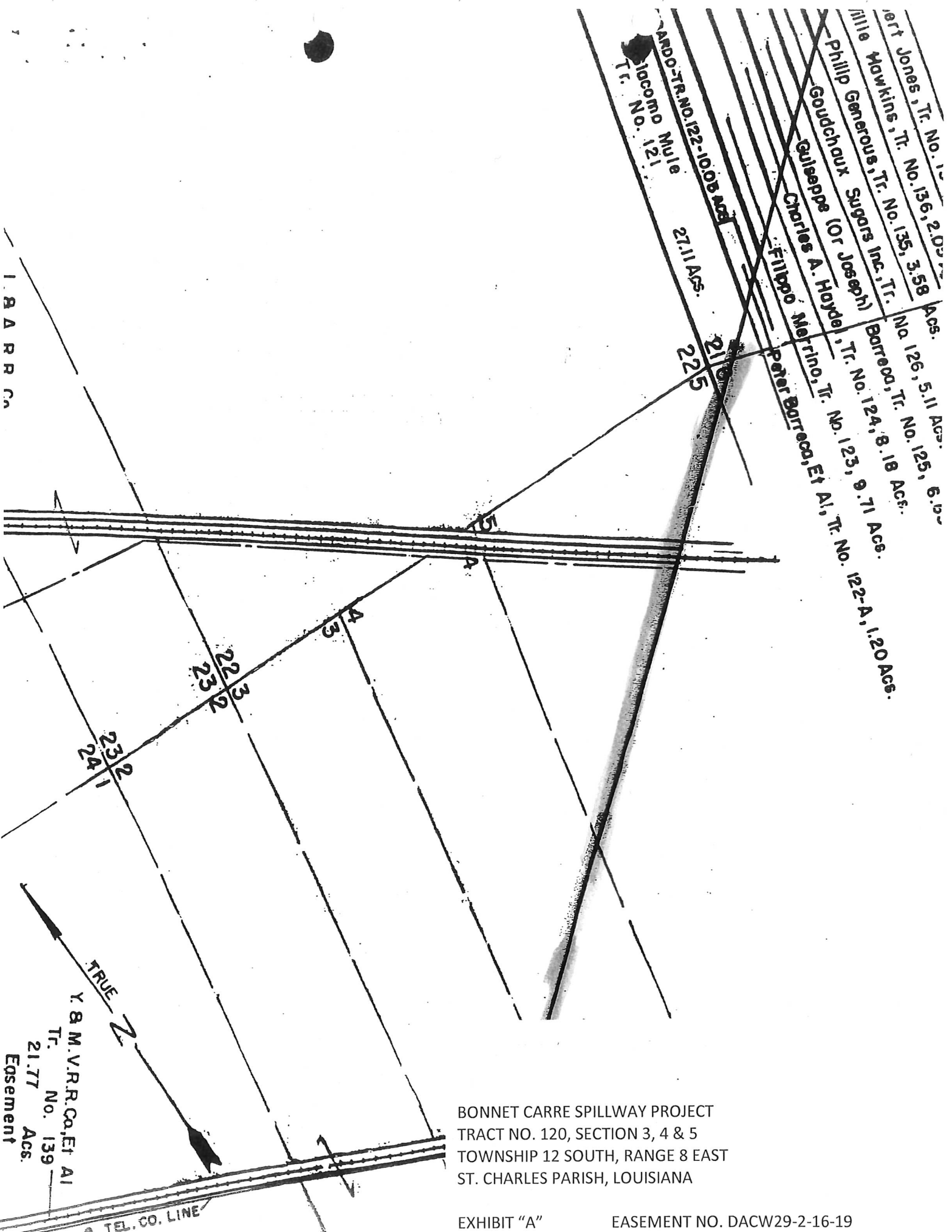
Signed:  (Notary)

Printed name: Michele Stiebing

Louisiana Bar Association Number: notary 85815

My Commission expires At death

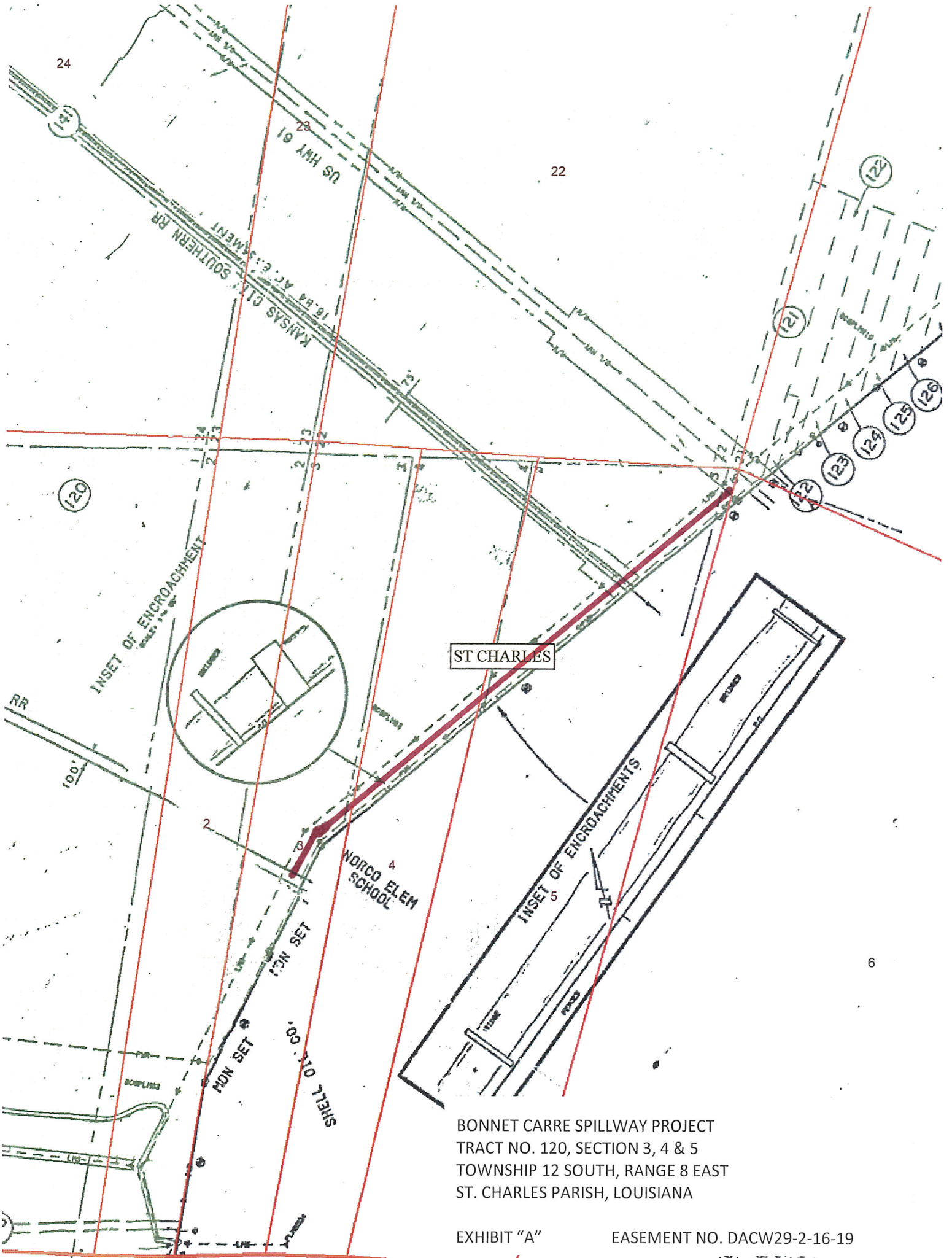
I B A R R C O



T. No. 121
 T. No. 122
 T. No. 123
 T. No. 124
 T. No. 125
 T. No. 126
 T. No. 127
 T. No. 128
 T. No. 129
 T. No. 130
 T. No. 131
 T. No. 132
 T. No. 133
 T. No. 134
 T. No. 135
 T. No. 136
 T. No. 137
 T. No. 138
 T. No. 139
 T. No. 140
 T. No. 141
 T. No. 142
 T. No. 143
 T. No. 144
 T. No. 145
 T. No. 146
 T. No. 147
 T. No. 148
 T. No. 149
 T. No. 150

BONNET CARRE SPILLWAY PROJECT
 TRACT NO. 120, SECTION 3, 4 & 5
 TOWNSHIP 12 SOUTH, RANGE 8 EAST
 ST. CHARLES PARISH, LOUISIANA

Y. B. M. V. R. R. Co. Et Al
 Tr. No. 139
 21.77 Acs.
 Easement



ST CHARLES

NORCO ELEM SCHOOL

SHELT OIL CO.

INSET OF ENCROACHMENT

INSET OF ENCROACHMENTS

BONNET CARRE SPILLWAY PROJECT
TRACT NO. 120, SECTION 3, 4 & 5
TOWNSHIP 12 SOUTH, RANGE 8 EAST
ST. CHARLES PARISH, LOUISIANA

EXHIBIT "A"

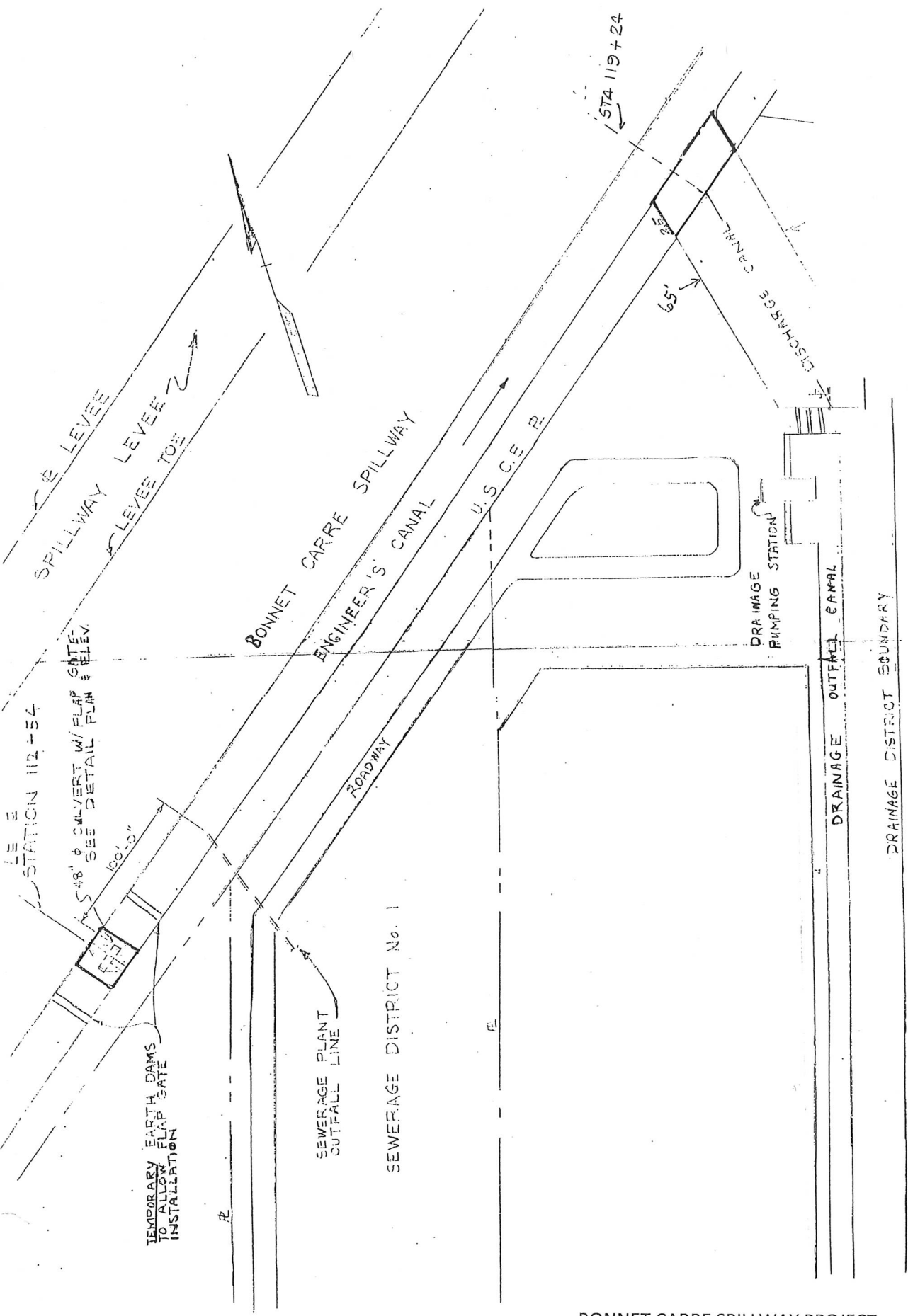
EASEMENT NO. DACW29-2-16-19

ST CHARLES

BONNET CARRE SPILLWAY PROJECT
TRACT NO. 120, SECTION 3, 4 & 5
TOWNSHIP 12 SOUTH, RANGE 8 EAST
ST. CHARLES PARISH, LOUISIANA

EXHIBIT "A"

EASEMENT NO. DACW29-2-16-19



BONNET CARRE SPILLWAY PROJECT
 TRACT NO. 120, SECTION 3, 4 & 5
 TOWNSHIP 12 SOUTH, RANGE 8 EAST
 ST. CHARLES PARISH, LOUISIANA