

LOUISIANA RUNNING SURFACE WATER USE
COOPERATIVE ENDEAVOR AGREEMENT

Revised July 2011

THIS AGREEMENT (hereinafter “Agreement”) is entered into as of the date executed by the **State of Louisiana through the Department of Natural Resources** represented herein by Scott A. Angelle, its duly authorized Secretary, whose business address is 617 N. Third Street, LaSalle Building, Twelfth Floor, Baton Rouge, Louisiana 70802 (hereinafter the “Secretary”)

and

_____, a _____ authorized to do business in the State of Louisiana, whose address is _____ (hereinafter, including its employees, agents and representatives, the “Water User”).

WHEREAS, Act 955 passed by the Legislature of the State of Louisiana (hereinafter “Legislature”) during the 2010 regular session, hereinafter referred to as “Act 955”, does not require any person or entity to enter into any cooperative endeavor agreement to withdraw running surface water; and

WHEREAS, it was the express intention of the Legislature that nothing contained in Act 955 be interpreted as codifying, confirming, ratifying, overruling, nullifying, or rejecting the statements of law contained in the Memorandum to all State Surface Water Managers from the State of Louisiana, Office of the Attorney General and the Secretary of the Department of Natural Resources and in Attorney General Opinions Nos. 08-0176, 09-0028, 09-0066 and 09-0291; and

WHEREAS, Act 955 specifically states that it shall not affect the rights held by the riparian landowners in accordance with the laws of the State of Louisiana, as expressed in, but not limited to, the Louisiana Civil Code; particularly Articles 657 and 658; and

WHEREAS, Article VII§14 of the 1974 Constitution of the State of Louisiana, as amended, prohibits the funds, credit, property, or things of value of the state or of any political subdivision to be loaned, pledged, or donated to or for any person, association, or corporation, public or private; and

WHEREAS, for purposes of this Cooperative Endeavor Agreement (hereinafter “Agreement”), the term “running surface waters” shall mean the running waters of the State of Louisiana, including waters of navigable water bodies and state owned lakes (hereinafter “Water”); and

WHEREAS, this cooperative endeavor agreement shall **NOT** be construed as obviating, lessening, or reducing the Water User’s obligations under other applicable statutes, rules and regulations of the State of Louisiana, the United States of America, or any properly established local government having jurisdiction; and

WHEREAS, the Legislature of the State of Louisiana, in mandating the management, preservation, conservation and protection of Louisiana’s Water resources, has authorized the Secretary of the Department of Natural Resources to enter into Cooperative Endeavor Agreements with requesting parties to govern the withdrawal and use of, as well as to derive value and benefit to the State of Louisiana and its citizens from, the Water from said resources; and

WHEREAS, the Secretary has determined, based on information provided in the application, that the withdrawal and use of Water from the Louisiana Water Resources named herein (hereinafter “Water Resources”) have met the criteria as a public purpose requisite for entering into this Agreement, and further, pursuant to Act 955, the Secretary has ensured that this Agreement is based on best management practices and sound science, having balanced the environmental and ecological impacts with the economic and social benefits as required by Article IX§1 of the 1974 Constitution of the State of Louisiana, as amended; and

WHEREAS, pursuant to Act 955, the Secretary, in his evaluation, has considered the potential and real effects of this Agreement on the sustainability and navigability of the Water Resources set forth in the Plan.

NOW THEREFORE, the Secretary and the Water User agree that: 1.) the Water User requires the use of the amount of “Water” set forth herein below over which the State of Louisiana has either ownership or jurisdictional control, and 2.) the Water is needed for the specific uses delineated in the Plan of Water Use (hereinafter “Plan”) filed with the application for this Agreement, a copy of which is attached hereto and made a part hereof as Exhibit “A”, and 3.) the Plan expressly manifests how the use as set forth therein constitutes a “public purpose” as that phrase appears in Article VII§ 14(C) of the 1974 Constitution of the State of Louisiana, as amended. Pursuant to said agreement between the parties, the following shall constitute the terms, conditions and considerations thereof, to-wit:

I.

RIGHTS AND OBLIGATIONS OF THE WATER USER:

A. Water User shall be allowed to withdraw a total of _____ gallons of water from the Water Resources and at the specific withdrawal points set forth in the Plan only. The Water shall be used solely for the uses set forth in the Plan.

B. Water User shall, utilizing a meter complying with current American Water Works Association standards, record the monthly amount of Water withdrawn from each withdrawal point set forth in the Plan, and shall tabulate and compile same in an annual report in the form of an authentic act (hereinafter “Water Volume Report”) which shall be sent to the Secretary on an annual basis from the effective date of this agreement to be received by the Secretary no later than the end of the thirteenth (13) month after the effective date of this Agreement, for each successive annual period. The Secretary, at his sole discretion, may require, and the Water User shall provide, more frequent Water Volume Reports when necessary to protect the environmental and ecological balance of the water resource. Failure to file the required Water Volume Report, or inclusion of any false information in said reports, shall allow the Secretary, in his sole discretion, to either suspend Water User’s rights under this Agreement and allow Water User to correct any error or file any required reports, or terminate the Agreement with notice, or without notice when necessary to prevent substantial damage to the environment or ecological resources.

C. Water User shall not sell, convey, donate, or otherwise transfer use of the Water to any other entity, in return for any consideration or cause greater than that given by the Water User under this Agreement, nor without the approval in writing of the Secretary. However, the Water User may receive reasonable, fair compensation for the transportation, treatment and disposal of the Water used by Water User under this Agreement. Water User shall not withdraw or utilize the Water in any manner or for any purpose other than as delineated in the Plan. Should Water User violate any of the terms of this Part, it shall be deemed an active default and, the Secretary, at his option, may terminate this Agreement.

D. At all times the Secretary, his agents or representatives, shall have access to Water User's operations and records, for purposes including auditing payment, inspecting the meters, ascertaining use to which water is being put and verifying economic benefit of operations to the State, for the limited purpose of ensuring compliance with this Agreement. Such inspections are without prejudice to, and in addition to, the right of duly constituted federal, state, or local enforcement officials to make such inspections.

E. Water User shall be vigilant and utilize the best management practices as set forth in the Plan in preventing the contamination of surrounding soils, ground water, and Water resources by any and all uses to which the Water is put.

F. For, and as cause and consideration for any and all rights to withdraw and use Water in the amounts set forth herein, and according to the Plan, Water User shall remunerate the State in one of the manners set forth hereinafter as indicated by the initials of the Secretary and the duly authorized representative of the Water User affixed before the option chosen, to-wit:

_____ i. Water User has submitted evidence in the form of an economic impact report (hereinafter "Report") attached to this Agreement and made a part hereof as Exhibit "B" that the use to which the Water will be put is sufficiently in the public interest in that the citizens of Louisiana will see further economic and social development in the form of increased employment and tax revenue derived from the use under the Plan. The Report further shows: a.) the Plan sufficiently balances environmental considerations and ecological impacts. b.) the Plan considers the existing and potential impact of the Water use on the continued viability of the Water Resources, as well as the water shed servicing the Water Resources, being utilized as well as the public enjoyment and continued usage thereof. c.) the Water use under the Plan does not interfere with, nor render untenable, any other use of any water resource presently, or which may reasonably, legally be anticipated, for purposes including, but not necessarily limited to, public consumption, agriculture, industrial purposes, recreation, or navigation. The Report shall be deemed evidence that the use of the Water withdrawn and the attendant results hereinabove described are deemed fair market value in return for taking the Water. If the use of the Water by Water User does not achieve the economic and social development predicted in the Report, then the Water User shall pay the State for the Water withdrawn and used according to the terms of Paragraph F(ii).herein below.

_____ ii. Water User shall pay Fifteen cents (15¢) per Thousand Gallons of water withdrawn under the Plan payable no later than the tenth (10th) of the month following the withdrawal. Attached hereto and made a part hereof as Exhibit "C" is written evidence that the price charged by the State as herein set forth constitutes fair

market value to the State for the Water taken and is therefore in the public interest. Additionally, to help assure the State receives fair market value for its resources, beginning calendar year 2011, the price per Thousand Gallons of Water shall be adjusted annually by the rate of change in the Consumer Price index United States city average for all urban consumers (CPI-U), as reported by the Bureau of Labor Statistics of the United States Department of Labor for all urban consumers or its successor publications.

II.

OBLIGATIONS OF THE STATE:

In accordance with the terms and conditions set forth in this Agreement and pursuant to La. R.S. 30:961-963, the State, through the Secretary, hereby grants to the Water User the authority to cumulatively withdraw no more than _____ (_____) gallons of Water per month from the Water Resources and no more than _____ (_____) gallons of Water over the two (2) year period of this agreement from the Water Resources as set forth in the Plan at only those withdrawal points identified in the Plan. **The authority to withdraw granted herein is limited solely to the methods, resources and withdrawal points as set forth in the Plan.** If the Water User desires to deviate from the Plan in any manner, it must obtain written permission from the Secretary, or negotiate for and obtain an amendment of this Agreement, or enter into a new Running Surface Water Use Agreement, to encompass the deviations from the Plan. The authority to withdraw is non-exclusive and the Water User acknowledges that the State may authorize others to withdraw Water from the Water Resources set forth in the Plan. Notwithstanding the foregoing, the State makes no representation or warranty, express or implied, as to 1.) the nature or extent of its regulatory authority; 2.) the availability of water from the Water Resources in the Plan at any time; or 3.) the quality, suitability, purity, palatability, potability, or fitness of the Water from the Water Resources in the Plan for Water User's intended use, or for any other uses or purposes whatsoever. Water User understands and acknowledges that the Water Resources in the Plan are multiple purpose water sources and may be subject to other plans which may result in considerable fluctuations of the water level in the Water Resources. The Secretary makes no guarantee as to the elevation at which the Water can be withdrawn from the Water Resources to meet Water User's commitments and obligations.

III.

LIMITATION OF LIABILITY:

It is agreed and understood that a principal cause of the State's entry into this Agreement is Water User's consent to and acceptance of the terms of indemnification and limitation of liability set forth in this Paragraph III, and elsewhere in the Agreement, without which consent and acceptance by Water User, the State would not have entered into this Agreement. Therefore, the State and Water User agree as follows:

A. Water User understands and acknowledges that the withdrawal of Water as contemplated by this Agreement and the use of said Water (whether intermediate or ultimate use) after withdrawal is at its sole risk.

Water User understands, stipulates and agrees that, except for a breach of an express warranty contained in this Agreement, the State and the Secretary shall have no liability to the Water User (or its agents, servants, employees,

visitors or licensees) and Water User assumes all liability arising out of or in any way connected with 1.) this Agreement; 2.) the State's lack of authority to authorize Water User to withdraw and/or use Water from the Water Resources; 3.) the failure or interruption of any business operation of the Water user or any other person or entity, or loss of business of Water User or any other person or entity as a result of Water User's (or its agents, servants, employees, visitors or licensees) inability to withdraw Water from the Water Resources; 4.) any negligence or fault of the State or the Secretary, its agents, employees, representatives or any person or entity for whom or for which the State may be held responsible in connection with the withdrawal and/or use of the Water from the Water Resources, except as limited by the Louisiana Oilfield Anti-Indemnity Act (LA R.S. 9:2780) and Civil Code Article 2004; 5.) any damages resulting from the Secretary's use of his authority to compel reduction or termination of water withdrawal from any or all of the withdrawal points withdrawing from the Water Resources as set forth herein after; 6.) any negligence or fault of the Water User or its agents, servants, employees, visitors or licensees; and/or 7.) Water User's (or its agents, servants, employees, visitors or licensees) withdrawal and/or use of Water from the Water Resources, including without limitation (a) fluctuation of the water level of the Water Resources; (b) Water User's (or its agents, servants, employees, visitors or licensees) inability to withdraw Water from the Water Resources for whatever reason; (c) damage to the Water Resources, property surrounding the Water Resources, or users of the Water Resources; (d) charges or fees made by any person or entity for water withdrawn by the Water User; (e) Water User's (or its agents, servants, employees, visitors or licensees) installation, maintenance, or use of any pumping or diversion facility; and/or (f) Water User's (or its agents, servants, employees, visitors or licensees) failure to make reasonable use of the Water withdrawn from the Water Resources.

B. Water User shall defend, indemnify and hold harmless the State (and the Secretary) against any expenses, losses, costs, damages, claims (including without limitation claims for loss of life or illness to persons, or for damage to property), actions, proceedings, or liabilities of any kind, character or type arising out of or in any way connected with 1.) this Agreement; 2.) the State's lack of authority to authorize Water User to withdraw and/or use Water from the Water Resources; 3.) the failure or interruption of any business operation of Water User or any other person or entity or loss of business of Water User or any other person or entity as a result of Water User's (or its agents, servants, employees, visitors or licensees) inability to withdraw Water from the Water Resources; 4.) any negligence or fault of the State, its agents, employees, representatives, or any person or entity for whom or for which the State may be held responsible in connection with the withdrawal and/or use of Water from the Water Resources, except as limited by the Louisiana Oilfield Anti-Indemnity Act (LA R.S. 9:2780); 5.) any negligence or fault of Water User or its agents, servants, employees, visitors or licensees in connection with the withdrawal and/or use of the Water from the Water Resources; and/or 6.) Water Users (or its agents, servants, employees, visitors or licensees) withdrawal and/or use of the Water from the Water Resources, including without limitation (a) fluctuation of the water level of the Water Resources; (b) Water User's (or its agents, servants, employees, visitors or licensees) inability to withdraw Water from the Water Resources, for whatever reason; (c) damage to the Water Resources, property surrounding the Water Resources, or users of the Water Resources; (d) charges or fees made by any person or entity for Water withdrawn by Water User (or its agents, servants, employees,

visitors or licensees) from the Water Resources; (e) Water User's (or its agents, servants, employees, visitors or licensees) installation, maintenance, or use of any pumping or diversion facility; and/or Water User's (or its agents, servants, employees, visitors, or licensees) failure to make reasonable use of the Water withdrawn from the Water Resources.

C. The State shall have no liability for, and Water User shall assume all liability for any expenses, losses, costs, damages, claims (including without limitation claims for loss of life or illness to persons, or for damage to property), actions, or proceedings of any kind, character or type, arising out of or in any way connected with its withdrawal of or use of Water withdrawn from the Water Resources, whether or not those expenses, losses, costs, damages, claims (including without limitation claims for loss of life or illness to persons, or for damages to property), actions, or proceedings of any kind, character or type, resulted from or otherwise are caused by the State's own negligence, except as limited by the Louisiana Oilfield Anti-Indemnity Act (LA R.S. 9:2780).

D. Water User's liability under this Agreement extends to the acts and omissions of any agent, servant, employee, customer, visitor or licensee of the Water User. Water User agrees to provide legal defense for and defend any such claims, demands or suits, including reasonable attorney's fees at Water User's sole expense and to bear all court costs and other expenses.

E. The provisions of this Paragraph III. and all other indemnification provisions herein, shall survive the expiration or termination of this Agreement, and the Water User's obligations hereunder shall apply whenever the State incurs costs or liabilities of the types described in this Paragraph III; which costs and liabilities shall include attorney fees expended by the State or the Secretary for any enforcement or defense of this Agreement, including any actions or omissions of the Secretary, the State, or any of its employees, agents or representatives arising from this Agreement.

IV.

TERM:

A. This Agreement shall take effect as of _____, _____ [for use when State enters into Agreement]and shall continue for a term of two (2) years, or until _____, _____ after which this Agreement will terminate unless on or before said date Water User notifies the Secretary in writing that Water User desires to renew this Agreement under the terms and conditions set forth herein for an additional two (2) year period. Thereafter, successive additional two (2) year periods desired by Water User shall run consecutively upon due written notice to the Secretary on or before the expiration of the previous two (2) year additional period; with the cumulation of successive periods not to go past December 31, 2020.

B. The Secretary may reduce, apply restrictive conditions to, or terminate the right of Water User to withdraw Water from any or all Water Resources, or from any particular withdrawal point named in the Plan when necessary to protect the Water Resource and maintain sustainability and environmental and ecological balance. The Secretary may terminate this Agreement, as to any or all of the Water Resources, or any withdrawal point, named in the Plan if any Federal Resource Agency requests same for good cause, or Water User breaches any term, condition or obligation set forth in this Agreement. Any action taken by the Secretary, that in his discretion, does not present imminent substantial danger to

health, public welfare, or the environment in this Subsection, shall be preceded by receipt of written notice by Water User, at the address provided by the Water User in this Agreement, fifteen (15) days prior to effective date of said action.

V.

RULES AND REGULATIONS:

A. The Water User agrees to abide by all the rules, regulations and resolutions, including, but not necessarily limited to, those set forth hereinafter in separate parts of this Agreement, promulgated by the State and its agencies, the Federal government and its agencies with jurisdictional authority, and duly constituted local governments, including but not limited to, the Department of Natural Resources, the Department of Wildlife and Fisheries and the Department of Environmental Quality for the state, which may have jurisdiction over the Water Resources set forth in the Plan; which rules, regulations and resolutions are now in force or may hereinafter be passed. The State, through the Secretary, is hereby given the option of terminating this Agreement should the Water User fail to abide by such rules, regulations and resolutions; provided, however, the State shall give the Water User written notice of any such violation and fifteen (15) days in which to correct such violation, in which event, should said violation not be corrected, the State, without further notice, may, notwithstanding the provisions of Article IV, immediately terminate this Agreement. When the State is notified by the Federal government or any of its agencies of a violation of any of its rules, regulations or resolutions, the State shall as soon as practicable notify the Water User, and may suspend operations under this Agreement while allowing Water User a reasonable set time to resolve the issues with the appropriate Federal authority, and, if resolution is not obtained in a reasonable time, terminate this Agreement.

B. The Water User acknowledges that the withdrawal of water from the Water Resources involves the public interest and may be subject to regulation and oversight by other governmental agencies and changes in law. Water User acknowledges that persons or entities (including without limitation federal and local governments) have, or in the future may acquire, the right to regulate the withdrawal, use and depths of the water in the Water Resources. Water User acknowledges that this Agreement shall be subject to all current and future regulations, and that the State shall not be liable to the Water User for any loss or damage whatsoever resulting from or associated with current or future regulation of the Water Resources nor shall State be liable to any party whatsoever for any loss or damage resulting from water withdrawal under this Agreement.

VI.

INSURANCE:

A. The Water User shall obtain and carry from an insurance company licensed in the State of Louisiana and acceptable to the State, liability or indemnity insurance (or self insurance acceptable to the State) providing minimum coverage of one million (\$1,000,000.00) Dollars per occurrence with respect damages including, but not necessarily limited to, bodily injury, death, property damage or environmental damage suffered by any person or entity resulting from Water User's withdrawal of water from the Water Resources, **with the State named as an additional named insured.** The policy must be written on an "occurrence" basis; "claims made" coverage is unacceptable.

B. Water User shall obtain and carry worker's compensation insurance complying with all applicable workers' compensation statutes of the State of Louisiana and shall obtain and carry United States Longshoreman and Harbor Workers' Compensation Act coverage on employees if required by law.

C. All policies of insurance required to be maintained by Water User shall provide that in the event of cancellation, non-renewal, or material change, thirty (30) days written notice prior to cancellation, non-renewal or material change shall be given to the Secretary by certified mail. Water User shall furnish to the Secretary a certificate evidencing maintenance by Water User of the above required policies. Given the long term nature of this Agreement, the State may, from time to time, require Water User to obtain additional insurance whether it be additional types of insurance and/or an increase in the amount of coverage under the existing insurance policies.

VII.

ENVIRONMENTAL AND OTHER PROTECTION:

A. Water User will comply with all applicable environmental laws and regulations and all other Federal, State, and local laws, regulations and standards that are applicable to Water User's activities, relating to the withdrawal, use and disposal of Water and other waste related to the use of Water from the Water Resources.

B. Water User shall be solely responsible for obtaining at its cost and expense any environmental or other permits or licenses required to withdraw and/or use Water from the Water Resources and for the disposal of Water and other waste related to the use of Water from the Water Resources.

C. Water User shall save, indemnify, defend and hold harmless the State from any costs, expenses, liabilities, fines, or penalties resulting from discharges, emissions, spills, storage, disposal, or any other action committed in connection with the performance of this Agreement by Water User, its officers, agents, employees, or contractors, the invitees of any of them, and third parties, giving rise to the State liability, civil or criminal, or responsibility under Federal, State, or local environmental laws. This provision shall survive the expiration or termination of this Agreement, and Water User's obligations hereunder shall apply whenever the State incurs costs or liabilities of the types described in this Paragraph VII.

D. In connection with the performance of this Agreement, Water User must comply with all Federal, State, and local laws, regulations, and other requirements.

E. Water User shall maintain and make available, within fifteen (15) days of receipt of written notice from the Secretary, to the State all records, inspection logs, and manifests that relate to the withdrawal and use of Water from the Water Resources, as well as all other records required by applicable laws, regulations, and requirements of this Agreement. The State reserves the right to inspect the records of Water User for compliance with Federal, State, and local laws, regulation, and other requirements of law or of this Agreement as the same relate to the withdrawal and/or use of Water from the Water Resources. Violations of laws, regulations or other requirements relating to the withdrawal and/or use of Water from the Water Resources shall be reported by Water User to the State and appropriate regulatory agencies. Water User shall be liable for the payment of any fines and penalties which may accrue as a result of such violations. However, the foregoing right of the State to inspect shall not be used as a basis of action by Water User against the State.

F. Water User shall not store or otherwise unlawfully allow the discharge of hazardous waste or other waste. The Water User shall use the highest degree of care and all proper safeguards to prevent land or water pollution resulting from Water withdrawal operations pursuant to this Agreement. Water User shall use all means at its disposal to recapture all escaping pollutants and shall be solely responsible for all damages, if any, to aquatic or marine life, wildlife, birds, and any public or private property that may result from any such land, air or water pollution occasioned by Water User's Water withdrawal operations hereunder. Water User shall report all unpermitted discharges of pollutants pursuant to any Federal or State statutes and regulations to the Louisiana Department of Environmental Quality and the Louisiana Office of Conservation within the time required by Federal, State or local laws, but not later than five (5) days from the occurrence, whichever is earlier.

G. Water User is hereby advised to familiarize itself with the State of Louisiana regulations relative to transportation of noxious or invasive aquatic plants or wildlife from one body of water to another and Water User does hereby agree that it will comply with such regulations. Water User acknowledges that transportation of plant material or wildlife may possibly occur as the result of relocating the diversion facility and pumping equipment from one location to another or from one water body to another or by the withdrawal of Water from one water body and discharging into a different water body. Water User agrees to use the highest degree of care and all reasonable and proper safeguards to prevent the transportation of noxious or invasive aquatic plants or wildlife from one body of water to another.

VIII.

PROTECTION OF WETLANDS AND FLOODPLAIN:

In exercising its rights granted in this Agreement, Water User will not allow the unpermitted destruction, loss or degradation of wetlands as that term may be defined in any applicable State or Federal wetlands protection act or regulation, and further, see that its management under this Agreement shall be consistent with the comprehensive master plan for coastal restoration and protection as approved by the Coastal Protection and Restoration Authority and the legislature.

IX.

PUBLIC RIGHTS:

Water User may not take any action which restricts the right of the public to reasonably use the Water Resources, including, without limitation, the right to fish.

X.

ACCESS TO WATER:

Water User shall be responsible for securing authorization, easements, rights-of-way, leases or permission of land owners to obtain access to the water at the withdrawal points. This Agreement does not provide access to the Water Resources. At the time of contracting, Water User warrants that he has secured the necessary consent to withdraw water from the locations indicated in the Plan.

XI.

MISCELLANEOUS:

- A.** Water User may not mortgage, pledge, or hypothecate this Agreement nor subject it to seizure and sale without the written consent of the Secretary. This Agreement may not be assigned or sold without prior written consent of the Secretary.
- B.** Upon termination of this Agreement, Water User shall leave the Water Resources in the same good order as the resources were in at the commencement of this Agreement, including restoration of landscape where necessary, and shall remove all machinery, implements, property and improvements placed in the Water Resources.
- C.** This Agreement is entered into by the parties hereto, subject to the provisions of the applicable federal, state and local laws presently in force or any amendments thereto, and nothing contained herein shall be construed as exempting Water User from obtaining and complying with any permits, licenses or laws applicable to the Water withdrawal herein contemplated or the use and disposal of such Water.
- D.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Louisiana. This Agreement is a public record and a copy must be provided to anyone requesting same.
- E.** All notices and communications under this Agreement shall be sufficiently given and shall be deemed given when sent by certified mail, postage prepaid, or other recognized delivery methods mutually agreed to, addressed to the last address designated in writing by the respective party for receipt of notice. Water User, its successors or assigns, shall notify the Secretary by certified mail of any change of address, telephone number or contact party within thirty (30) days of said change; failure to do so shall render notice to the last known address as legal notice.
- F.** In the event any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision.
- G.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.
- H.** This Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein expressed or implied shall give rise to or be construed to give to any person, other than the parties hereto and such assigns, any legal or equitable rights hereunder. All references herein to the enforceability of agreements with third parties, the existence or non-existence of third-party rights, the absence of breaches or defaults by third parties, or similar matters or statements, are intended only to allocate rights and risks between the parties and were not intended to be admissions against interests, give rise to any inference or proof of accuracy, be admissible against any party by any non-party, or give rise to any claim or benefit to any non-party.
- I.** Water User shall maintain its records and accounts of the quantity of water withdrawn pursuant to this Agreement for three (3) years from the date this Agreement is terminated.

THUS DONE, READ, ACCEPTED, AND SIGNED by the parties hereto in the presence of the respective undersigned witnesses, as of the _____ day of _____, _____, which shall be the date of this agreement for all purposes.

WITNESSES to the signature of Grantor:

Printed Name: _____

DEPARTMENT OF NATURAL RESOURCES

Printed Name: _____

By: _____
Scott A. Angelle, Secretary (Grantor)

WITNESSES to the signature of Grantor:

Printed Name: _____

_____, Water User

Printed Name: _____

By: _____
Printed Name: _____

**WITNESS FORM OF ACKNOWLEDGMENT
FOR THE DEPARTMENT OF NATURAL RESOURCES**

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

Before me, the undersigned authority, personally came and appeared _____, who by me being first being duly sworn, deposed and said:

That he is one of the witnesses to the execution of the foregoing instrument and that he saw _____ sign said instrument as _____ of the Department of Natural Resources for and on behalf of the State of Louisiana, in the presence of appearer and _____ the other subscribing witness.

Sworn to and subscribed before me on this the _____ day of _____, _____.

Printed Name: _____
Appearer

Notary Public

**WITNESS FORM OF ACKNOWLEDGMENT
FOR CORPORATE WATER USER**

STATE OF _____

_____ OF _____

Before me, the undersigned authority, personally came and appeared _____, who by me being first being duly sworn, deposed and said:

That he is one of the witnesses to the execution of the foregoing instrument and that he saw _____ sign said instrument as _____ of the free act and deed of said corporation in the presence of appearer and _____, the other subscribing witness.

Sworn to and subscribed before me on this the _____ day of _____, _____.

Printed Name: _____
Appearer

Notary Public

WITNESS FORM OF ACKNOWLEDGMENT FOR INDIVIDUAL WATER USER

STATE OF _____
OF _____

Before me, the undersigned authority, personally came and appeared _____, who by me being first being duly sworn, deposed and said:

That he is one of the witnesses to the execution of the foregoing instrument and that he saw _____ sign said instrument as _____ as his/her free act and deed in the presence of appearer and _____, the other subscribing witness.

Sworn to and subscribed before me on this the _____ day of _____, _____.

Printed Name: _____, Appearer

Notary Public