

**CAMINADA HEADLAND
BEACH AND DUNE RESTORATION
INCREMENT II (BA-143)**

APPENDIX M

LANDOWNER AGREEMENTS

LAFOURCHE & JEFFERSON PARISHES, LOUISIANA



**STATE OF LOUISIANA
COASTAL PROTECTION AND RESTORATION
AUTHORITY**

MARCH 2014

**** ADDITIONAL LANDOWNER AGREEMENTS TO BE APPENDED
UPON RECEIPT AND PRIOR TO BID**

JEFFERSON PARISH
MORTGAGE AND CONVEYANCE

DATE: 9/30/2013 12:22:02 PM
CASHIER: HRB REGISTER #: MCINTAKE01
CUSTOMER RECEIPT#: 3776588

NUMBER BK/PG	TYPE	CASE PRICE
11348716-1	RIGHT OF WAY CB	
CB BK3321 PG880		\$345.00
11348716-1	CERTIFIED COPIES (SU	
CB BK3321 PG880		\$5.00

GRAND TOTAL: \$350.00

AMT RECEIVED: \$350.00

CHANGE DUE: \$0.00

PAYMENT / TRANSACTION LIST

CUSTOMER ACCOUNT: CREDIT CARD

Credit Card Payment | VRFE9F2F6585 | \$350.00

All fees have been charged in accordance
with Louisiana R.S. 13:844.
If you believe these charges might be
incorrect, contact our office at
(504) 364-2947 or (504) 364-2950
for a formal review.

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Lafourche Parish Recording Page

Vernon H. Rodrigue
CLERK OF COURT
PO BOX 818
303 W 3rd St
Thibodaux, LA 70302
(985) 447-4841

First VENDOR

EDWARD WISNER DONATION

First VENDEE

COASTAL PROTECTION AND RESTORATION AUTHORITY

Index Type : Conveyance

Inst Number : 1164860

Type of Document : Temporary Right Of Way

Book : 1942

Page : 676

Recording Pages : 32

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafourche Parish, Louisiana

On (Recorded Date) : 09/30/2013

At (Recorded Time) : 10:10:43:000 AM

Certified On : 09/30/2013



Doc ID - 031411740032

CLERK OF COURT
VERNON H. RODRIGUE
Parish of Lafourche
I certify that this is a true copy of the attached
document that was filed for registry and
Recorded 09/30/2013 at 10:10:43
Recorded in CONVEYANCE Book 1942 Page
676
File Number 1164860



Brandy M. Keel
Deputy Clerk

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Lafourche Parish Recording Page

Vernon H. Rodrigue
CLERK OF COURT
PO BOX 818
303 W 3rd St
Thibodaux, LA 70302
(985) 447-4841

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Deputy Clerk



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Do not Detach this Recording Page from Original Document

TEMPORARY EASEMENT, SERVITUDE AND RIGHT-OF-WAY AGREEMENT

**CAMINADA HEADLANDS BEACH AND DUNE RESTORATION –
INCREMENT II – PROJECT BA-143**

LAFOURCHE AND JEFFERSON PARISHES, LOUISIANA

STATE OF LOUISIANA

PARISHES OF LAFOURCHE AND JEFFERSON

THIS AGREEMENT, made and entered into this 1st day of March,
2013 by and between:

THE CITY OF NEW ORLEANS, TRUSTEE OF THE EDWARD WISNER DONATION, duly authorized by a resolution of the Edward Wisner Donation Advisory Committee, a copy of which is attached hereto, **INTERIM LSU PUBLIC HOSPITAL, FORMERLY KNOWN AS MEDICAL CENTER OF LOUISIANA AT NEW ORLEANS; THE SALVATION ARMY; THE ADMINISTRATORS OF THE TULANE EDUCATIONAL FUND; WENDELL H. COOK, JR.**, individually, and on behalf of **CHRISTOPHER T. COOK, TIMOTHY M. COOK, ANDREW J. COOK**, and **KATHY M. TEMPLE; JOHN P. COOK**; individually, and as Trustee of the Jane Peneguy Cook Family Trusts A,B and E; **EDWARD W. PENEGUY, JR.**, individually, and on behalf of **ROBERT O. PENEGUY, WILLIAM A. PENEGUY, JANE PENEGUY CASEY** and **ANNE LOUISE PENEGUY BLOUNT; MICHAEL J. PENEGUY; JAMES N. PENEGUY**, as Trustee for **CROCKER & LEIGH INVESTMENT TRUST; MARK E. PENEGUY**, individually and as agent and attorney-in-fact for **RICHARD A. PENEGUY, JR.; ELIZABETH P. GREEN**; the **SUCCESSION OF DAVID CHARLES PENEGUY** and **CHRISTOPHER T. PENEGUY** (hereinafter sometimes referred to as “GRANTOR,” whether one or more) and

The STATE OF LOUISIANA herein represented by and appearing as follows through:

The **COASTAL PROTECTION AND RESTORATION AUTHORITY (“CPRA”)**, as authorized and directed by the policy of the Coastal Protection and Restoration Authority Board (“CPRAB”), herein represented by and appearing through the Executive Director of CPRA, Jerome Zeringue, domiciled in East Baton Rouge Parish, Louisiana, with offices located at 450 Laurel Street, Suite 1200, Baton Rouge, Louisiana, 70801, and whose mailing address is P.O. Box 44027, Baton Rouge, Louisiana, 70804-4027, appearing pursuant to the provisions of La. R.S. 49:214.1, et seq., as amended by Act 523 of the 2009 Regular Session and as amended by Act 604 of the 2012 Regular Session of the Louisiana Legislature;

The above mentioned hereinafter collectively referred to as “STATE”.

WITNESSETH: For and in consideration of the promises and undertakings by STATE to GRANTOR herein, and further for other good and valuable consideration, including the potential benefits to GRANTOR’S property interests resulting from the hereinafter described project, the receipt and adequacy of which are hereby acknowledged, GRANTOR hereby grants unto STATE, its employees, contractors, agents, successors, assigns or transferees, the temporary rights-of-way, servitudes and easements (hereinafter called “the Agreement”), together with the right to enter in, on, and over, GRANTOR’S property interests, for integrated coastal protection purposes as defined in La. R.S. 49.214.2(10) as part of the **CAMINADA HEADLANDS BEACH AND DUNE RESTORATION – INCREMENT II – PROJECT BA-143** (hereinafter called “the Project”) located in, on, or over GRANTOR’S property interests. The Project will be

publicly funded and shall be located on the following described property interest, including expressly, but not limited to, any lands or water-covered lands which might be owned by GRANTOR (hereinafter called “said lands”), to-wit:

Lands and/or any portions thereof located in Sections 2, 3, 8, 9, 10 and 17, T23S-R23E; in Section 35, T22S-R23E, all in Lafourche Parish, Louisiana; and in Section 36, T22S-R23E, in Lafourche and Jefferson Parishes, Louisiana, as shown on Exhibits A, A-1 and A-2, attached hereto and made a part hereof.

GRANTOR hereby warrants that GRANTOR understands the Project and accepts any and all impacts to said lands resulting from construction and implementation of the Project except as limited herein below.

I. This Agreement grants the rights to enter said lands (further identified on Exhibits A, A-1 and A-2, attached hereto) to perform construction, operation, modification, monitoring, and maintenance and such other activities described on Exhibit B (attached hereto) necessary to complete the Project.

II. STATE agrees to give reasonable notice to GRANTOR prior to initiation of access to the said lands for the purpose of implementing, constructing, operating, modifying, monitoring and maintaining the Project.

III. To the extent permitted by Louisiana law, STATE shall, indemnify, and hold harmless GRANTOR against and from all costs, expenses, claims, demands, penalties, suits, fines, and actions of any kind and nature arising from the Project and caused by the actions and fault of STATE or its agents, employees, contractors, successors, assigns and transferees, including any court costs and reasonable and actual litigation expenses and attorneys’ fees. However, nothing herein shall be construed as indemnifying or holding GRANTOR or any third person not a party hereto harmless against its own fault or negligence or that of its agents, employees, contractors, successors, assigns and transferees. Should work on said lands be performed via contract, STATE shall ensure that the contractor lists GRANTOR as an additional insured on any policies carried by the contractor, including completed operations coverage. STATE acknowledges, declares and stipulates that GRANTOR has provided this Agreement at no cost to the STATE under the provisions of La. R.S. 49:214.6.10 C, as amended by 2010 Acts No. 734. This clause shall survive the term of this Agreement.

IV. STATE shall be responsible for repair in like manner of any fences, bridges, roads, and other similar facilities and appurtenances located on said lands which may be damaged or destroyed by STATE, or its designees while on said lands, but such repair shall be to that condition which existed immediately prior to STATE’s activities. STATE shall remove or dispose of all debris associated with construction, operation and maintenance of the Project.

V. State acknowledges that La. R.S. 49:214.5.5 provides that no rights whatsoever shall be created in the public, whether such rights be in the nature of ownership, servitude or use, with respect to any private lands or waters utilized, enhanced, created, or otherwise affected by activities of any governmental agency, local, state, or federal, or any person contracting with same for the performance of any activities, funded in whole or in part, by expenditures from the Coastal Protection and Restoration Fund or expenditures of federal funds. The STATE further agrees that in the event legal proceedings are instituted by any person seeking recognition of a right of ownership, servitude, or use in or over private property solely on the basis of the expenditure of funds from the Coastal Protection and Restoration Fund, the State shall indemnify and hold harmless the owner of such property for any cost, expense, or loss related to such proceeding, including court costs and attorneys’ fees. To the extent permitted by La. R.S. 49:214.5.5, the servitude and right-of-way rights granted herein shall be considered real rights and covenants running with the land.

VI. It is understood GRANTOR shall retain the limits of its title and all property rights (subject to the rights of STATE herein) in and to said lands, and all minerals in, on and under said lands are not affected in any way hereby. However, no structures and/or appurtenances

constructed hereunder pursuant to the Project on said lands shall be adjusted, removed and/or interfered with by GRANTOR, or anyone holding rights by, through or under GRANTOR.

VII. Subject to the above, in its exercise of the rights herein granted, STATE agrees not to unreasonably interfere with (a) oil and gas operations, (b) agricultural operations, and (c) hunting, trapping and alligator egg operations, (d) fishing, crabbing, or shrimping, now occurring, or authorized to occur, on said lands. STATE specifically acknowledges the continuing right of GRANTOR, its heirs, successors, assigns, transferees or lessees, to use, occupy and enjoy all of said lands, for all purposes, in such manner at such times as they, or any of them, shall desire to use same, including, but without limitation, for the purpose of conducting oil, gas or other mineral operations on any of said lands, for the exploration, discovery, production, storage, transportation and disposition of oil, gas, sulphur or other minerals, under oil, gas and mineral leases or otherwise, and for the purpose of farming, grazing, hunting and trapping fur-bearing animals, alligator egg operations, fishing, crabbing, or shrimping thereon, provided, however, that such use, occupation, and enjoyment shall not unreasonably interfere with the lawful activities of STATE pursuant to this Agreement.

VIII. GRANTOR does not warrant title. GRANTOR specifically does not warrant or represent the correctness of any survey, or any of the plats attached hereto which purport to show the location of said Lands. If at any time any questions or litigation should arise as to the ownership of any part of the property covered hereby, or as to any boundary or limit of any part of the separate and various Lands covered by this Agreement, this Agreement shall not be construed to be, or permitted to serve as, evidence or as a basis of waiver of any legal rights against any party hereto, or prevent any party hereto from establishing its ownership, or having the boundaries or limits of its property determined, in any lawful manner, anything herein contained to the contrary notwithstanding.

IX. STATE may assign or transfer, in whole or in part, any or all of its rights hereunder, but only to the extent necessary to implement the purposes of the Project on the said lands.

X. This Agreement shall become effective upon the date of the signature of STATE and shall remain in effect for a term of twenty (20) years unless sooner released by STATE.

XI. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their heirs, successors in interest, transferees and assigns.

XII. This Agreement may be executed in any number of counterparts, each of which shall constitute an original document which shall be binding upon any of the parties executing same. To facilitate recordation of this agreement, the parties hereto agree that individual signature and acknowledgment pages from the various counterparts may be merged and combined with signature and acknowledgment pages from other counterparts.

XIII. This Agreement does not confer or waive any rights except as provided herein.

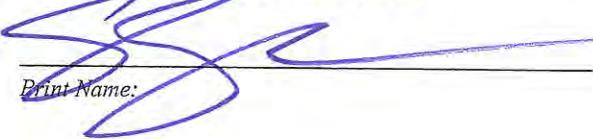
[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, GRANTOR has executed this Agreement in the presence of the undersigned witnesses on the dates below:

WITNESSES:



Print Name: MATT AVERILL



Print Name: _____

GRANTOR:

EDWARD WISNER DONATION,
CITY OF NEW ORLEANS, TRUSTEE

By: 
_____ 2.6.13

Mitchell J. Landrieu
Mayor, City of New Orleans

Date: 2.6.13

INTERIM LSU PUBLIC HOSPITAL
formerly known as MEDICAL CENTER
OF LOUISIANA AT NEW ORLEANS

By: _____
Print Name: _____

Date: _____

THE SALVATION ARMY
A GEORGIA CORPORATION

By: _____
Print Name: _____

Date: _____

THE ADMINISTRATORS OF THE
TULANE EDUCATIONAL FUND

By: _____
Print Name: _____

Date: _____

Wendell H. Cook, Jr., individually and
on behalf of Christopher T. Cook,
Timothy M. Cook, Andrew J. Cook and
Kathy M. Temple

Date: _____

IN WITNESS WHEREOF, GRANTOR has executed this Agreement in the presence of the undersigned witnesses on the dates below:

WITNESSES:

Print Name:

Print Name:

Kay Miller

Print Name:

Cameron Smith

Print Name:

GRANTOR:

EDWARD WISNER DONATION,
CITY OF NEW ORLEANS, TRUSTEE

By: _____
Mitchell J. Landrieu
Mayor, City of New Orleans

Date: _____

INTERIM LSU PUBLIC HOSPITAL
formerly known as MEDICAL CENTER
OF LOUISIANA AT NEW ORLEANS

By: *[Signature]*

Print Name:

Date: *3-5-13*

THE SALVATION ARMY
A GEORGIA CORPORATION

By: _____
Print Name:

Date: _____

THE ADMINISTRATORS OF THE
TULANE EDUCATIONAL FUND

By: _____
Print Name:

Date: _____

Wendell H. Cook, Jr., individually and
on behalf of Christopher T. Cook,
Timothy M. Cook, Andrew J. Cook and
Kathy M. Temple

Date: _____

IN WITNESS WHEREOF, GRANTOR has executed this Agreement in the presence of the undersigned witnesses on the dates below:

WITNESSES:

Print Name:

Print Name:

Print Name:

Print Name:

SRIPARNA MITRA
Print Name:

KARMEN SIMS
Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

GRANTOR:

EDWARD WISNER DONATION,
CITY OF NEW ORLEANS, TRUSTEE

By: _____
Mitchell J. Landrieu
Mayor, City of New Orleans

Date: _____

INTERIM LSU PUBLIC HOSPITAL
formerly known as MEDICAL CENTER
OF LOUISIANA AT NEW ORLEANS

By: _____
Print Name:

Date: _____

THE SALVATION ARMY
A GEORGIA CORPORATION

By: Samuel A. Henry
Print Name: Samuel A. Henry TREASURER/ASSISTANT SECRETARY

Date: February 11, 2013

THE ADMINISTRATORS OF THE
TULANE EDUCATIONAL FUND

By: _____
Print Name:

Date: _____

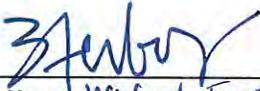
Wendell H. Cook, Jr., individually and
on behalf of Christopher T. Cook,
Timothy M. Cook, Andrew J. Cook and
Kathy M. Temple

Date: _____

IN WITNESS WHEREOF, GRANTOR has executed this Agreement in the presence of the undersigned witnesses on the dates below:

WITNESSES:

Print Name:



Print Name: Wilfred Fuebos



Print Name: Frances Vickers

Print Name:

Print Name:

GRANTOR:

EDWARD WISNER DONATION,
CITY OF NEW ORLEANS, TRUSTEE

By: _____

Mitchell J. Landrieu
Mayor, City of New Orleans

Date: _____

INTERIM LSU PUBLIC HOSPITAL
formerly known as MEDICAL CENTER
OF LOUISIANA AT NEW ORLEANS

By: _____

Print Name:

Date: _____

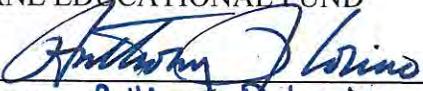
THE SALVATION ARMY
A GEORGIA CORPORATION

By: _____

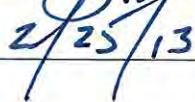
Print Name:

Date: _____

THE ADMINISTRATORS OF THE
TULANE EDUCATIONAL FUND

By: 

Print Name: Anthony P. Lorino

Date: 

Wendell H. Cook, Jr., individually and
on behalf of Christopher T. Cook,
Timothy M. Cook, Andrew J. Cook and
Kathy M. Temple

Date: _____

IN WITNESS WHEREOF, GRANTOR has executed this Agreement in the presence of the undersigned witnesses on the dates below:

WITNESSES:

Print Name:

Jennifer H. Cook
Print Name: Jennifer H. Cook

Carol L. Cook
Print Name: Carol L. Cook

GRANTOR:

EDWARD WISNER DONATION,
CITY OF NEW ORLEANS, TRUSTEE

By: _____

Mitchell J. Landrieu
Mayor, City of New Orleans

Date: _____

INTERIM LSU PUBLIC HOSPITAL
formerly known as MEDICAL CENTER
OF LOUISIANA AT NEW ORLEANS

By: _____

Print Name:

Date: _____

THE SALVATION ARMY
A GEORGIA CORPORATION

By: _____

Print Name:

Date: _____

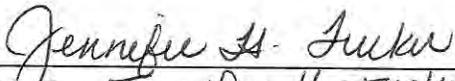
THE ADMINISTRATORS OF THE
TULANE EDUCATIONAL FUND

By: _____

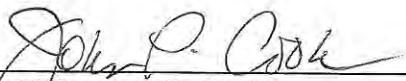
Print Name:

Date: _____

Wendell H. Cook, Jr.
Wendell H. Cook, Jr., individually and
on behalf of Christopher T. Cook,
Timothy M. Cook, Andrew J. Cook and
Kathy M. Temple
Date: 2/4/2013


Print Name: Jennifer H. Tucker


Print Name: Morrow Thomley


John P. Cook, individually,

and as Trustee of the Jane Peneguy
Cook Family Trusts A, B and E
Date: _____

Print Name: _____

Edward W. Peneguy, Jr., individually, and
on behalf of Robert O. Peneguy, William
Allen Peneguy, Jane Peneguy Casey,
and Anne Louise Peneguy Blount
Date: _____

Print Name: _____

Print Name: _____

Michael J. Peneguy

Print Name: _____

Date: _____

Print Name: _____

James N. Peneguy, Trustee for Crocker &
Leigh Investment Trust
Date: _____

Print Name: _____

Print Name: _____

Mark E. Peneguy, individually and as Agent
and Attorney in fact for Succession of David
Charles Peneguy, Charles Peneguy, Richard
A. Peneguy, Jr., Elizabeth A. Green, and
Christopher T. Peneguy
Date: _____

Print Name: _____

IN WITNESS WHEREOF, STATE has executed this Agreement in the presence of the undersigned witnesses on the date below:

WITNESSES:

COASTAL PROTECTION AND
RESTORATION AUTHORITY

Print Name: _____

By: _____
JEROME ZERINGUE

Print Name: _____

Title: Executive Director

Date: _____

Print Name:

John P. Cook, individually,
and as Trustee of the Jane Peneguy
Cook Family Trusts A, B and E
Date: _____

Print Name:

Michael K. Barry
Michael K. Barry

Print Name:

Elizabeth L. Peneguy
Elizabeth L. Peneguy

Print Name:

Edward W. Peneguy, Jr.

Edward W. Peneguy, Jr., individually, and
on behalf of Robert O. Peneguy, William
Allen Peneguy, Jane Peneguy Casey,
and Anne Louise Peneguy Blount
Date: _____

Print Name:

Michael J. Peneguy

Date: _____

Print Name:

Print Name:

James N. Peneguy, Trustee for Crocker &
Leigh Investment Trust

Date: _____

Print Name:

Print Name:

Mark E. Peneguy, individually and as Agent
and Attorney in fact for Succession of David
Charles Peneguy, Charles Peneguy, Richard
A. Peneguy, Jr., Elizabeth A. Green, and
Christopher T. Peneguy

Date: _____

Print Name:

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RESTORATION AUTHORITY

Print Name:

By: _____
JEROME ZERINGUE

Title: _____
Executive Director

Print Name:

Date: _____

Print Name:

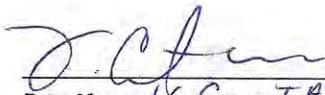
John P. Cook, individually,
and as Trustee of the Jane Peneguy
Cook Family Trusts A, B and E
Date: _____

Print Name:

Print Name:

Edward W. Peneguy, Jr., individually, and
on behalf of Robert O. Peneguy, William
Allen Peneguy, Jane Peneguy Casey,
and Anne Louise Peneguy Blount
Date: _____

Print Name:

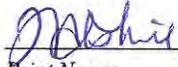


Print Name: V. Centanni



Michael J. Peneguy

Date: 2/1/13



Print Name: L. Abshire

Print Name:

James N. Peneguy, Trustee for Crocker &
Leigh Investment Trust
Date: _____

Print Name:

Print Name:

Mark E. Peneguy, individually and as Agent
and Attorney in fact for Succession of David
Charles Peneguy, Charles Peneguy, Richard
A. Peneguy, Jr., Elizabeth A. Green, and
Christopher T. Peneguy
Date: _____

Print Name:

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COASTAL PROTECTION AND
RESTORATION AUTHORITY

Print Name:

By: _____
JEROME ZERINGUE

Title: Executive Director

Print Name:

Date: _____

Print Name:

John P. Cook, individually,
and as Trustee of the Jane Peneguy
Cook Family Trusts A, B and E
Date: _____

Print Name:

Print Name:

Edward W. Peneguy, Jr., individually, and
on behalf of Robert O. Peneguy, William
Allen Peneguy, Jane Peneguy Casey,
and Anne Louise Peneguy Blount
Date: _____

Print Name:

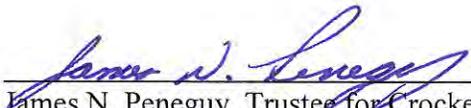
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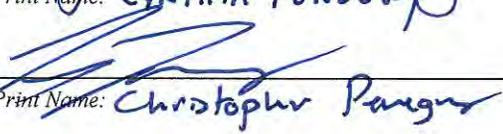
Michael J. Peneguy

Date: _____

Print Name:


Print Name: CYNTHIA PENEГУY


James N. Peneguy, Trustee for Crocker &
Leigh Investment Trust
Date: 5/1/2002


Print Name: Christopher Pangus

Print Name:

Mark E. Peneguy, individually and as Agent
and Attorney in fact for Succession of David
Charles Peneguy, Charles Peneguy, Richard
A. Peneguy, Jr., Elizabeth A. Green, and
Christopher T. Peneguy
Date: _____

Print Name:

IN WITNESS WHEREOF, STATE has executed this Agreement in the presence of the undersigned witnesses on the date below:

WITNESSES:

COASTAL PROTECTION AND
RESTORATION AUTHORITY

Print Name:

By: _____
JEROME ZERINGUE

Title: _____
Executive Director

Print Name:

Date: _____

Print Name:

John P. Cook, individually,
and as Trustee of the Jane Peneguy
Cook Family Trusts A, B and E
Date: _____

Print Name:

Print Name:

Edward W. Peneguy, Jr., individually, and
on behalf of Robert O. Peneguy, William
Allen Peneguy, Jane Peneguy Casey,
and Anne Louise Peneguy Blount
Date: _____

Print Name:

Print Name:

Michael J. Peneguy
Date: _____

Print Name:

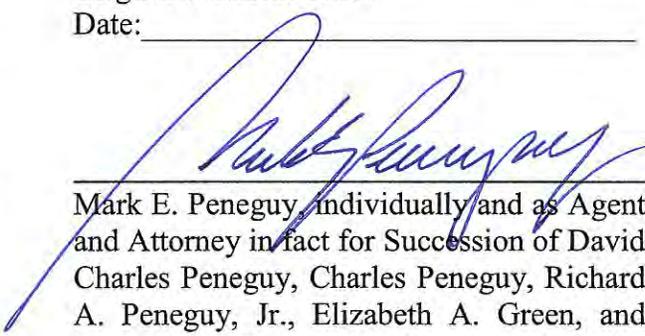
Print Name:

James N. Peneguy, Trustee for Crocker &
Leigh Investment Trust
Date: _____

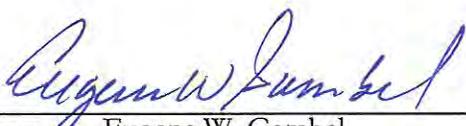
Print Name:



Print Name: Eileen Gambel



Mark E. Peneguy, individually and as Agent
and Attorney in fact for Succession of David
Charles Peneguy, Charles Peneguy, Richard
A. Peneguy, Jr., Elizabeth A. Green, and
Christopher T. Peneguy
Date: February 11, 2013



Print Name: Eugene W. Gambel

IN WITNESS WHEREOF, STATE has executed this Agreement in the presence of the undersigned witnesses on the date below:

WITNESSES:

COASTAL PROTECTION AND
RESTORATION AUTHORITY

Print Name:

By: _____
JEROME ZERINGUE

Print Name:

Title: _____
Executive Director
Date: _____

Print Name:

John P. Cook, individually,
and as Trustee of the Jane Peneguy
Cook Family Trusts A, B and E
Date: _____

Edward W. Peneguy, Jr., individually, and
on behalf of Robert O. Peneguy, William
Allen Peneguy, Jane Peneguy Casey,
and Anne Louise Peneguy Blount
Date: _____

Michael J. Peneguy
Date: _____

James N. Peneguy, Trustee for Crocker &
Leigh Investment Trust
Date: _____

Mark E. Peneguy, individually and as Agent
and Attorney in fact for Succession of David
Charles Peneguy, Charles Peneguy, Richard
A. Peneguy, Jr., Elizabeth A. Green, and
Christopher T. Peneguy
Date: _____

IN WITNESS WHEREOF, STATE has executed this Agreement in the presence of the undersigned witnesses on the date below:

WITNESSES:

Lauren Pourcain
Print Name: Lauren Pourcain

Joann D. Hicks
Print Name: Joann D. Hicks

COASTAL PROTECTION AND RESTORATION AUTHORITY

By: 
JEROME ZERINGUE

Title: Executive Director

Date: March 25, 2013

ACKNOWLEDGMENT

STATE OF LOUISIANA
PARISH OF ORLEANS

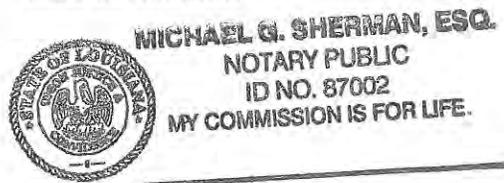
On this ____ day of _____, 20____, before me appeared **Mitchell J. Landrieu**, to me personally known, who, being by me duly sworn, did say that he is the **Mayor of the City of New Orleans and the Trustee** under an Act of Donation by the late Edward Wisner passed before Robert Legier, Notary Public, on August 14, 1914, as modified by an Act of Compromise and Satisfaction passed before Robert Legier, Notary Public, dated September 17, 1929, and pursuant to Chapter 19 of the City Charter of the City of New Orleans, that said instrument was signed on behalf of (i) said Trust under his authority as such Trustee and with the consent and upon the advice of the Edward Wisner Donation Advisory Committee and (ii) the City of New Orleans under his authority as its Mayor, and said appearer acknowledged that he executed the same as a free act and deed of the Trustee and the City of New Orleans, for the purposes and considerations therein.

IN WITNESS WHEREOF, I have hereunto set my official hand and seal on the date hereinabove written.



Notary Public
State of Louisiana

My commission expires at death.



STATE OF LOUISIANA
PARISH OF _____

On this ____ day of _____, 20____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he/she is the _____ of the **INTERIM LSU PUBLIC HOSPITAL FORMERLY KNOWN AS MEDICAL CENTER OF LOUISIANA AT NEW ORLEANS**, and that said instrument was signed on behalf of said organization under authority of its Board of Directors, and said appearer acknowledged that he/she executed the same as the free act and deed of said organization, for the purposes and considerations therein.

IN WITNESS WHEREOF, I have hereunto set my official hand and seal on the date hereinabove written.

Notary Public
State of Louisiana

My commission expires at death.

ACKNOWLEDGMENT

STATE OF LOUISIANA
PARISH OF ORLEANS

On this ____ day of _____, 20 __, before me appeared **Mitchell J. Landrieu**, to me personally known, who, being by me duly sworn, did say that he is the **Mayor of the City of New Orleans and the Trustee** under an Act of Donation by the late Edward Wisner passed before Robert Legier, Notary Public, on August 14, 1914, as modified by an Act of Compromise and Satisfaction passed before Robert Legier, Notary Public, dated September 17, 1929, and pursuant to Chapter 19 of the City Charter of the City of New Orleans, that said instrument was signed on behalf of (i) said Trust under his authority as such Trustee and with the consent and upon the advice of the Edward Wisner Donation Advisory Committee and (ii) the City of New Orleans under his authority as its Mayor, and said appearer acknowledged that he executed the same as a free act and deed of the Trustee and the City of New Orleans, for the purposes and considerations therein.

IN WITNESS WHEREOF, I have hereunto set my official hand and seal on the date hereinabove written.

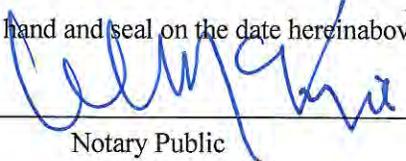
Notary Public
State of Louisiana

My commission expires at death.

STATE OF LOUISIANA
PARISH OF East Baton Rouge

On this 6 day of March, 20 13, before me appeared W.A. Jenkins, to me personally known, who, being by me duly sworn, did say that he/she is the LSU President of the **INTERIM LSU PUBLIC HOSPITAL FORMERLY KNOWN AS MEDICAL CENTER OF LOUISIANA AT NEW ORLEANS**, and that said instrument was signed on behalf of said organization under authority of its Board of Directors, and said appearer acknowledged that he/she executed the same as the free act and deed of said organization, for the purposes and considerations therein.

IN WITNESS WHEREOF, I have hereunto set my official hand and seal on the date hereinabove written.



Notary Public
State of Louisiana

My commission expires at death.

W.S. MCKENZIE
Notary Public
State Bar #10020
East Baton Rouge Parish, LA
My Commission Expires at Death

STATE OF GEORGIA
PARISH/COUNTY OF GWINNETT

On this 17th day of January, 2013, before me appeared Samuel A. Henry, to me personally known, who, being by me duly sworn, did say that he/she is the TREASURER/ASSISTANT SECRETARY of **THE SALVATION ARMY**, a Georgia corporation, and that said instrument was signed on behalf of said corporation under authority of its Board of Directors, and said appearer acknowledged that he/she executed the same as the free act and deed of said corporation, for the purposes and considerations therein.

IN WITNESS WHEREOF, I have hereunto set my official hand and seal on the date hereinabove written.

Notary Public, Gwinnett County, Georgia
My Commission Expires March 10, 2015

Aleta A. Wyche

Notary Public
State of GEORGIA



My commission expires _____.

STATE OF LOUISIANA
PARISH OF ORLEANS

On this ___ day of _____, 20___, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he/she is the _____ of **THE ADMINISTRATORS OF THE TULANE EDUCATIONAL FUND**, and that said instrument was signed on behalf of said organization under authority of said organization, and said appearer acknowledged that he/she executed the same as the free act and deed of said organization, for the purposes and considerations therein.

IN WITNESS WHEREOF, I have hereunto set my official hand and seal on the date hereinabove written.

Notary Public
State of Louisiana

My commission expires at death.

STATE OF MISSISSIPPI
COUNTY OF _____

On this ___ day of _____, 20___, before me appeared **Wendell H. Cook, Jr.**, to me personally known to be the person described in and who executed the foregoing instrument, for himself individually and on behalf of Christopher Thomas Cook, Timothy Michael Cook, Andrew Joseph Cook and Kathy M. Temple as the attorney, agent and attorney-in-fact for the purposes and considerations therein.

IN WITNESS WHEREOF, I have hereunto set my official hand and seal on the date hereinabove written.

Notary Public
State of Mississippi

My commission expires _____.

STATE OF _____
PARISH/COUNTY OF _____

On this ____ day of _____, 20____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he/she is the _____ of **THE SALVATION ARMY**, a Georgia corporation, and that said instrument was signed on behalf of said corporation under authority of its Board of Directors, and said appearer acknowledged that he/she executed the same as the free act and deed of said corporation, for the purposes and considerations therein.

IN WITNESS WHEREOF, I have hereunto set my official hand and seal on the date hereinabove written.

Notary Public
State of _____

My commission expires _____.

STATE OF LOUISIANA
PARISH OF ORLEANS

On this 25th day of February, 2013, before me appeared ANTHONY P. HORIANTO to me personally known, who, being by me duly sworn, did say that he/she is the SENIOR O.P. FOR OPERATIONS & CFO of **THE ADMINISTRATORS OF THE TULANE EDUCATIONAL FUND**, and that said instrument was signed on behalf of said organization under authority of said organization, and said appearer acknowledged that he/she executed the same as the free act and deed of said organization, for the purposes and considerations therein.

IN WITNESS WHEREOF, I have hereunto set my official hand and seal on the date hereinabove written.

M. Eagan
Notary Public
State of Louisiana
MICHELE EAGAN
NOTARY PUBLIC No. 67484
Parish of Jefferson, State of Louisiana
My Commission is Issued for Life

My commission expires at death.

STATE OF MISSISSIPPI
COUNTY OF _____

On this ____ day of _____, 20____, before me appeared **Wendell H. Cook, Jr.**, to me personally known to be the person described in and who executed the foregoing instrument, for himself individually and on behalf of Christopher Thomas Cook, Timothy Michael Cook, Andrew Joseph Cook and Kathy M. Temple as the attorney, agent and attorney-in-fact for the purposes and considerations therein.

IN WITNESS WHEREOF, I have hereunto set my official hand and seal on the date hereinabove written.

Notary Public
State of Mississippi

My commission expires _____.

STATE OF _____
PARISH/COUNTY OF _____

On this ___ day of _____, 20___, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he/she is the _____ of **THE SALVATION ARMY**, a Georgia corporation, and that said instrument was signed on behalf of said corporation under authority of its Board of Directors, and said appearer acknowledged that he/she executed the same as the free act and deed of said corporation, for the purposes and considerations therein.

IN WITNESS WHEREOF, I have hereunto set my official hand and seal on the date hereinabove written.

Notary Public
State of _____

My commission expires _____.

STATE OF LOUISIANA
PARISH OF ORLEANS

On this ___ day of _____, 20___, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he/she is the _____ of **THE ADMINISTRATORS OF THE TULANE EDUCATIONAL FUND**, and that said instrument was signed on behalf of said organization under authority of said organization, and said appearer acknowledged that he/she executed the same as the free act and deed of said organization, for the purposes and considerations therein.

IN WITNESS WHEREOF, I have hereunto set my official hand and seal on the date hereinabove written.

Notary Public
State of Louisiana

My commission expires at death.

STATE OF MISSISSIPPI
COUNTY OF MADISON

On this 4th day of February, 2013, before me appeared **Wendell H. Cook, Jr.**, to me personally known to be the person described in and who executed the foregoing instrument, for himself individually and on behalf of Christopher Thomas Cook, Timothy Michael Cook, Andrew Joseph Cook and Kathy M. Temple as the attorney, agent and attorney-in-fact for the purposes and considerations therein.

IN WITNESS WHEREOF, I have hereunto set my official hand and seal on the date hereinabove written.

Betty R. Null

Notary Public
State of Mississippi

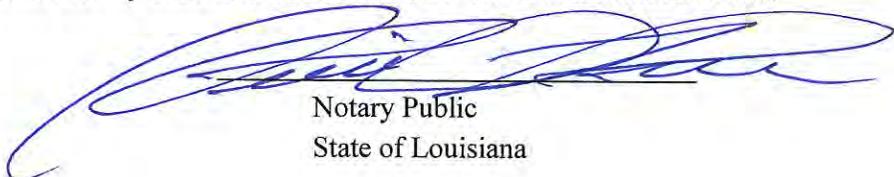
My commission expires 7/1/13.



STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

On this 8th day of February, 2013, before me appeared **Edward W. Peneguy, Jr.**, to me personally known to be the person described in and who executed the foregoing instrument, and said appearer acknowledged that he executed the same as a free act and deed, for himself individually, and on behalf of Robert O. Peneguy, William Allen Peneguy, Jane Peneguy Casey and Anne Louise Peneguy Blount as their agent and attorney-in-fact, for the purposes and considerations therein.

IN WITNESS WHEREOF, I have hereunto set my official hand and seal on the date hereinabove written.


Notary Public
State of Louisiana

My commission expires at death.

STATE OF _____
COUNTY OF _____

On this ___ day of _____, 20___, before me appeared **John P. Cook**, to me personally known to be the person described in and who executed the foregoing instrument, and said appearer acknowledged that he executed the same as a free act and deed, individually, and as Trustee of the Jane Peneguy Cook Family Trusts A, B and E, for the purposes and considerations therein.

IN WITNESS WHEREOF, I have hereunto set my official hand and seal on the date hereinabove written.

Notary Public
State of _____

My commission expires _____.

STATE OF LOUISIANA
PARISH OF ST. TAMMANY

On this ___ day of _____, 20___, before me appeared **Michael J. Peneguy**, to me personally known to be the person described in and who executed the foregoing instrument, and said appearer acknowledged that he executed the same as his own free act and deed for the purposes and considerations therein.

IN WITNESS WHEREOF, I have hereunto set my official hand and seal on the date hereinabove written.

Notary Public
State of Louisiana

My commission expires at death.

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

On this ___ day of _____, 20___, before me appeared **Edward W. Peneguy, Jr.**, to me personally known to be the person described in and who executed the foregoing instrument, and said appearer acknowledged that he executed the same as a free act and deed, for himself individually, and on behalf of Robert O. Peneguy, William Allen Peneguy, Jane Peneguy Casey and Anne Louise Peneguy Blount as their agent and attorney-in-fact, for the purposes and considerations therein.

IN WITNESS WHEREOF, I have hereunto set my official hand and seal on the date hereinabove written.

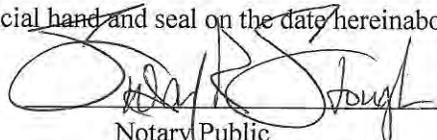
Notary Public
State of Louisiana

My commission expires at death.

STATE OF ALABAMA
COUNTY OF TUSCALOOSA

On this 31st day of JANUARY, 2013, before me appeared **John P. Cook**, to me personally known to be the person described in and who executed the foregoing instrument, and said appearer acknowledged that he executed the same as a free act and deed, individually, and as Trustee of the Jane Peneguy Cook Family Trusts A, B and E, for the purposes and considerations therein.

IN WITNESS WHEREOF, I have hereunto set my official hand and seal on the date hereinabove written.


Notary Public
State of ALABAMA

My commission expires June 29, 2014.

STATE OF LOUISIANA
PARISH OF ST. TAMMANY

On this ___ day of _____, 20___, before me appeared **Michael J. Peneguy**, to me personally known to be the person described in and who executed the foregoing instrument, and said appearer acknowledged that he executed the same as his own free act and deed for the purposes and considerations therein.

IN WITNESS WHEREOF, I have hereunto set my official hand and seal on the date hereinabove written.

Notary Public
State of Louisiana

My commission expires at death.

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

On this ___ day of _____, 20___, before me appeared **Edward W. Peneguy, Jr.**, to me personally known to be the person described in and who executed the foregoing instrument, and said appearer acknowledged that he executed the same as a free act and deed, for himself individually, and on behalf of Robert O. Peneguy, William Allen Peneguy, Jane Peneguy Casey and Anne Louise Peneguy Blount as their agent and attorney-in-fact, for the purposes and considerations therein.

IN WITNESS WHEREOF, I have hereunto set my official hand and seal on the date hereinabove written.

Notary Public
State of Louisiana

My commission expires at death.

STATE OF _____
COUNTY OF _____

On this ___ day of _____, 20___, before me appeared **John P. Cook**, to me personally known to be the person described in and who executed the foregoing instrument, and said appearer acknowledged that he executed the same as a free act and deed, individually, and as Trustee of the Jane Peneguy Cook Family Trusts A, B and E, for the purposes and considerations therein.

IN WITNESS WHEREOF, I have hereunto set my official hand and seal on the date hereinabove written.

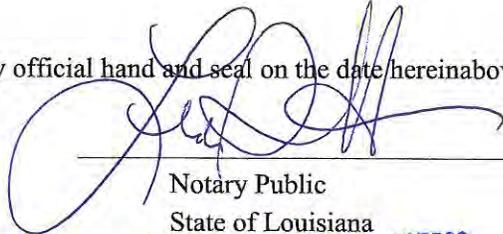
Notary Public
State of _____

My commission expires _____.

STATE OF LOUISIANA
PARISH OF ST. TAMMANY

On this 15th day of July, 2013, before me appeared **Michael J. Peneguy**, to me personally known to be the person described in and who executed the foregoing instrument, and said appearer acknowledged that he executed the same as his own free act and deed for the purposes and considerations therein.

IN WITNESS WHEREOF, I have hereunto set my official hand and seal on the date hereinabove written.



Notary Public

My commission expires at death.



State of Louisiana
LISA S. HARRIS, Notary #67593
NOTARY PUBLIC
STATE OF LOUISIANA
PARISH OF ST. TAMMANY
My Commission Expires Upon Death

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

On this 6th day of February 2013, before me appeared **James N. Peneguy, as Trustee for Crocker & Leigh Investment Trust**, to me personally known to be the person described in and who executed the foregoing instrument, and said appearer acknowledged that he executed the same as his own free act and deed for the purposes and considerations therein.

IN WITNESS WHEREOF, I have hereunto set my official hand and seal on the date hereinabove written.

Jeane Bougou #27870
Notary Public
State of Louisiana

My commission expires at death.

STATE OF LOUISIANA
PARISH OF ORLEANS

On this ___ day of _____, 20___, before me appeared **Mark E. Peneguy**, to me personally known to be the person described in and who executed the foregoing instrument for himself individually and as agent and attorney-in-fact for the Succession of David Charles Peneguy, Richard Allen Peneguy, Jr., Elizabeth P. Green and Christopher T. Peneguy for the purposes and considerations therein.

IN WITNESS WHEREOF, I have hereunto set my official hand and seal on the date hereinabove written.

Notary Public
State of Louisiana

My commission expires at death.

(SEAL)

STATE OF LOUISIANA

PARISH OF ORLEANS

On this 11th day of February, 2013, before me personally appeared Mark E. Peneguy, to me personally known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed, individually, and as agent and attorney-in-fact for Richard A. Peneguy, Jr., Elizabeth P. Green, the Succession of David Charles Peneguy, and Christopher T. Peneguy, for the purposes and considerations therein.

IN WITNESS WHEREOF I have hereunto set my official hand and seal on the date herein above written.


LYNNETTE F. JUDGE (LA Bar No. 18275)
NOTARY PUBLIC
My commission is issued for life.

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 20th day of March, 2013, personally came and appeared **Jerome Zeringue**, me known, who declared that he is the **Executive Director**, of the **Coastal Protection and Restoration Authority, State of Louisiana**, that he executed the foregoing instrument on behalf of said State Agency and that the instrument was signed pursuant to the authority granted to him by said State Agency and that he acknowledged the instrument to be the free act and deed of said State Agency.



OFFICIAL SEAL
Clifton O. Bingham, Jr.
BAR ROLL # 03052
STATE OF LOUISIANA
My Commission is for Life

Clifton O. Bingham, Jr.
Print Name: Clifton O. Bingham, Jr.
NOTARY PUBLIC

Notary or Bar # _____
My commission expires: with life
(SEAL)

FILED AND RECORDED, JEFFERSON PARISH, LOUISIANA
11348716 DATE 9/30/2013 12:22:02 PM
JON A. GEGENHEIMER CLERK OF COURT & RECORDER
CERTIFIED TRUE COPY
BY [Signature]
DEPUTY CLERK & RECORDER
CB BOOK 3321 PAGE 880

Exhibit A

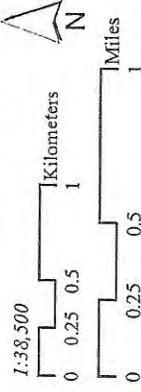
Caminada Headlands BA-143

Lafourche & Jefferson Parish

Legend

- BA-143 Project Boundary
- Parish Line
- Sections
- Townships
- Pump Out
- Pipeline Conveyance Corridor
- OWNER**
- EDWARD WISNER DONATION
- ESTATE OF CHARLES C. ELMER
- LDWF-ELMER'S ISLAND (Wildlife Refuge Area)
- STATE CLAIMED WATER BOTTOMS

All project features are graphical representations only, are subject to change, and may not reflect true location or dimension



Coastal Protection and Restoration
Authority of Louisiana
Imagery: 2011 DOQQ
Map Date: December 12, 2012
/2012040247

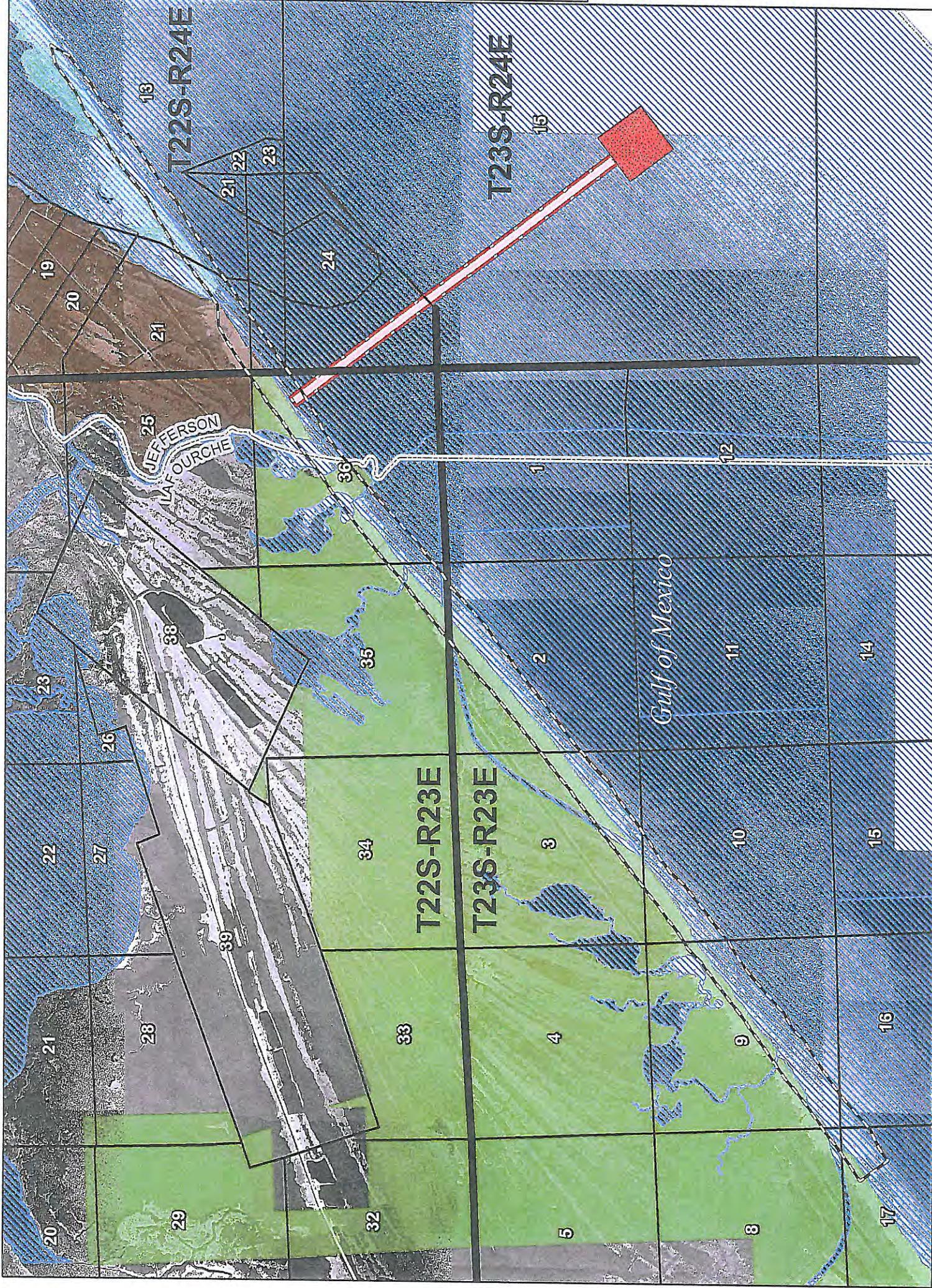


Exhibit A-1

Caminada Headlands

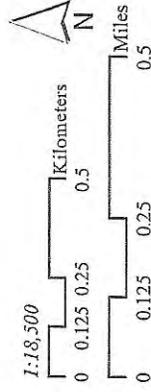
BA-143

Lafourche & Jefferson Parish

Legend

- BA-143 Project Boundary
- Parish Line
- Sections
- Townships
- OWNER**
- EDWARD WISNER DONATION
- STATE CLAIMED WATER BOTTOMS

All project features are graphical representations only, are subject to change, and may not reflect true location or dimension



Coastal Protection and Restoration Authority of Louisiana
Imagery: 2011 DOQQ
Map Date: December 12, 2012
//2012040247



T22S-R23E

T23S-R23E

5

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Gulf of Mexico

Exhibit A-2

Caminada Headlands

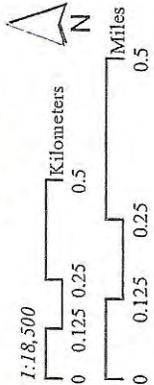
BA-143

Lafourche & Jefferson Parish

Legend

-  BA-143 Project Boundary
-  Parish Line
-  Sections
-  Townships
-  Pipeline Conveyance Corridor
- OWNER**
-  EDWARD WISNER DONATION
-  ESTATE OF CHARLES C. ELMER
-  STATE CLAIMED WATER BOTTOMS

All project features are graphical representations only, are subject to change, and may not reflect true location or dimension



Coastal Protection and Restoration Authority of Louisiana
Imagery: 2011 DOQQ
Map Date: December 12, 2012
//2012040247



Exhibit B

Attached to and made a part of the certain Temporary Easement, Servitude and Right-of-Way Agreement by and between **THE CITY OF NEW ORLEANS, TRUSTEE OF THE EDWARD WISNER DONATION, INTERIM LSU PUBLIC HOSPITAL, FORMERLY KNOWN AS MEDICAL CENTER OF LOUISIANA AT NEW ORLEANS; THE SALVATION ARMY; THE ADMINISTRATORS OF THE TULANE EDUCATIONAL FUND; WENDELL H. COOK, JR.,** individually, and on behalf of **CHRISTOPHER T. COOK, TIMOTHY M. COOK, ANDREW J. COOK,** and **KATHY M. TEMPLE; JOHN P. COOK;** individually, and as Trustee of the **JANE PENEGUY COOK FAMILY TRUSTS A, B AND E; EDWARD W. PENEGUY, JR.,** individually, and on behalf of **ROBERT O. PENEGUY, WILLIAM A. PENEGUY, JANE PENEGUY CASEY** and **ANNE LOUISE PENEGUY BLOUNT; MICHAEL J. PENEGUY; JAMES N. PENEGUY, TRUSTEE FOR CROCKER & LEIGH INVESTMENT TRUST; MARK E. PENEGUY,** individually and as agent and attorney-in-fact for **RICHARD A. PENEGUY, JR.; ELIZABETH P. GREEN;** the **SUCCESSION OF DAVID CHARLES PENEGUY** and **CHRISTOPHER T. PENEGUY** (collectively, the “Grantor”), and the **COASTAL PROTECTION AND RESTORATION AUTHORITY** (“State”), dated the _____ day of _____, 20_____.

Project Activities and Features

- a. The right to install a temporary sand/sediment delivery pipeline to deposit dredged sand/sediment and/or other fill material on, over and across said lands by either natural or mechanical means, including the right to alter land and/or water contours and undertake management practices to enhance or extend the beneficial use of dredged or sand/sediment deposition for beach/dune restoration within the areas shown on Exhibits A, A-1 and A-2 as “BA-143 Boundary” or “Pipeline Conveyance Corridor”;
- b. The right to construct and maintain fencing material to encourage the deposition of sand/sediment, within the areas shown on Exhibits A, A-1 and A-2 as “BA-143 Boundary”;
- c. The right to plant or cause the growth of vegetation in, on, over and across said lands, including the right to nourish, replenish and maintain said vegetation within the areas shown on Exhibits A, A-1 and A-2 as “BA-143 Boundary”;
- d. The right at the STATE’s cost and with prior notification to the GRANTOR, its lessees, sub-lessees and grantees to relocate, alter, replace or remove appropriate pipelines, utility lines, facilities or other structures in, on, under, and across said lands, as may be deemed necessary by STATE;
- e. The right to construct, locate, maintain and service required monitoring devices and equipment on said lands and on other lands as may be owned by GRANTOR;
- f. The right to post warning signs or notices on or near appropriate Project features on said lands, as may be deemed necessary by STATE;
- g. The right to alter or remove structures and/or appurtenances constructed on said lands by STATE pursuant to the Project;
- h. The right to enter said lands for the purpose(s) of conducting surveys, inspections and investigations required by STATE to evaluate the effectiveness of the Project and Project features, including maintaining/improving wetland and/or restored land quantity and quality;
- i. The right to enter and traverse said lands to access Project features located on adjacent lands;

j. The right to install temporary access features on said lands, including, but not limited to, limestone or board roads to help facilitate access to the Project. Said temporary access features will be removed after Project construction is completed. Locations of said temporary access features will be returned to pre-construction conditions, unless needed for future maintenance of the project;

k. The right to make modifications to the above, but only insofar as changes pertain to materials for Project features and minor changes to project feature locations, as may be deemed necessary by STATE to fully and properly implement and maintain the Project;

l. The right of vehicular access to said Lands is granted hereby to the STATE and its employees, agents, and assignees solely for the purposes of surveillance, construction, operation, maintenance and monitoring of the Project, and emergency response. Except as expressly provided in the foregoing sentence, GRANTOR reserves the right to restrict access to and across GRANTOR's property, including said lands, to the fullest extent authorized under Louisiana law. The right of vehicular access is reserved by GRANTOR for itself and its lessees and grantees, except that such access shall not interfere with or limit the rights granted to the STATE herein or damage the integrity of the Project. Pursuant to R.S. 38:213, "No person shall ride, drive or haul upon public levees or integrated coastal protection projects or their rights-of-way except where, in the judgment of the levee commissioners of a district and the Department of Transportation and Development, or, for levees or integrated coastal protection projects in the coastal area as defined in R.S. 49:214.2(3), the Coastal Protection and Restoration Authority, **ample provision** has been made to guard against any damage to which the levees or integrated coastal protection projects may thereby be exposed from wear, tear and abuse. Each levee district shall publish guidance, erect signage and require special permits as they seem appropriate to allow them to make provisions for **limited riding, driving or hauling**" (emphasis added). Prior to completion of construction of the Project, the STATE will erect signs at locations to be determined by the STATE within the BA-143 Boundary, stating "Riding, driving, or hauling in this area is prohibited without a permit authorized by the Coastal Protection and Restoration Authority" or the substantive equivalent.

m. The rights granted to the STATE pursuant to the Agreement are nonexclusive and subordinate to any and all other existing easements, servitudes and rights-of-way granted by GRANTOR. Additionally, GRANTOR expressly reserves the right to grant additional easements, servitudes and/or rights of way in the future on said lands as it deems necessary, except that such easements, servitudes and rights-of-way shall not interfere with or limit the rights granted to the STATE pursuant to the Agreement. GRANTOR further reserves the right to perform its own restoration activities on said Lands subject to this Servitude, except that such easements, servitudes and rights-of-way shall not interfere with or limit the rights granted to the STATE pursuant to the Agreement.

n. The provisions of Article II of the Agreement notwithstanding, STATE agrees to give reasonable notice to GRANTOR at least forty-eight hours prior to initiation of access to the said lands for the purpose of implementing, constructing, operating, modifying, monitoring and maintaining the Project. Notification can be via telephone (504) 210-1152, fax (504) 210-1156 or email (wisnerdonation@aol.com). Further, upon specific request and subject to the limitations of the public records laws, STATE agrees to provide GRANTOR access to any requested information pertaining to the Project, including but not limited to all work plans, protocols, contracts, studies, plans, change orders and data collected pertaining to the Project. GRANTOR's consultant may be onsite at all times to observe and monitor the Project. Upon specific request, STATE agrees to provide GRANTOR's consultant access to any requested current project information and schedules and to update him on Project progress and activities.

o. STATE shall remove or dispose of all debris associated with construction, operation and maintenance of the Project as soon as reasonably possible upon completion of the respective STATE activity.

p. If any action of STATE's employees or agents in the exercise of this right-of-entry results in damage to GRANTOR's property located outside the areas shown as "BA-143 Boundary" or "Pipeline Conveyance Corridor" on Exhibits A, A-1 and A-2, which damage occurs prior to completion of construction of the Project and is directly attributable to and a result of construction activities for the Project (and excluding any damages arising from the existence or presence of Project features), STATE will, in its sole discretion, either repair such damage or make an appropriate settlement with GRANTOR. In no event shall such repair or settlement as to damage to real property exceed the fair market value of the fee title to the real property at the time immediately preceding such damage. STATE's liability under this paragraph is subject to the availability of appropriation for such payment, and nothing contained in this Agreement may be considered as implying that the Louisiana Legislature will at a later date appropriate funds sufficient to meet any deficiencies. The provisions of this paragraph are without prejudice to any rights GRANTOR may have to make a claim under applicable laws for any damages caused to GRANTOR's property and/or improvements thereon as a result of STATE'S activities hereunder.

q. In its exercise of the rights granted pursuant to the Agreement, STATE agrees not to unreasonably interfere with oil spill removal activities now occurring, or authorized to occur, on said Lands. STATE specifically acknowledges the continuing right of GRANTOR, its heirs, successors, assigns, transferees or lessees, to use, occupy and enjoy all of said lands, for all purposes, in such manner at such times as they, or any of them, shall desire to use same, including, but without limitation, for the purpose of oil spill removal activities thereon, provided, however, that such use, occupation, and enjoyment shall not unreasonably interfere with the lawful activities of STATE pursuant to the Agreement.

r. The provisions of Article IX of the Agreement notwithstanding, in the exercise of the rights granted pursuant to Paragraph IX of the Agreement, STATE may assign or transfer, in whole or in part, any or all of its rights pursuant to the Agreement to the Coastal Protection and Restoration Authority, but only to the extent necessary to implement the purposes of the Project on the said Lands. STATE may also assign or transfer, in whole or in part, any or all of its rights pursuant to the Agreement to any other person, but only to the extent necessary to implement the purposes of the Project on the said Lands, and only with written consent of the Grantor, which will not be unreasonably withheld.

s. The provisions of Article X of the Agreement notwithstanding, the Agreement shall be effective as of March 1, 2013, and shall remain in effect for a term of twenty (20) years from that date unless sooner released by STATE. If STATE has not awarded a contract for construction of the Project by December 31, 2015, GRANTOR may terminate this Agreement 30 days after delivering written notice of its intent to do so to Executive Director, Coastal Protection and Restoration Authority, 450 Laurel Street, Suite 1200, Baton Rouge, Louisiana, 70801.

TEMPORARY EASEMENT, SERVITUDE AND RIGHT-OF-WAY AGREEMENT

**CAMINADA HEADLANDS BEACH AND DUNE RESTORATION PROJECT,
INCREMENT II, BA-143**

JEFFERSON PARISH, LOUISIANA

STATE OF LOUISIANA

PARISH OF JEFFERSON

THIS AGREEMENT, made and entered into this 17th day of January, 2014, by and between: **GRAND ISLE INDEPENDENT LEVEE DISTRICT**, a political subdivision of the State of Louisiana, herein acting through and represented by the President/Director of its Board of Commissioners, David Camardelle, duly authorized by resolution adopted at a regular meeting of the District, whose mailing address is Post Office Box 757, Grand Isle, LA, hereinafter called the "**GRANTOR**" (whether one or more), as owner(s) of the below-described property; and

The STATE OF LOUISIANA herein represented by and appearing as follows through:

The **COASTAL PROTECTION AND RESTORATION AUTHORITY** ("**CPRA**"), as authorized and directed by the policy of the Coastal Protection and Restoration Authority Board, herein represented by and appearing through the Executive Director of CPRA, Jerome Zeringue, domiciled in East Baton Rouge Parish, Louisiana, with offices located at 450 Laurel Street, Suite 1200, Baton Rouge, Louisiana, 70801, and whose mailing address is P.O. Box 44027, Baton Rouge, Louisiana, 70804-4027, appearing pursuant to the provisions of La. R.S. 49:214.1, et seq., as amended by Act 523 of the 2009 Regular Session and as amended by Act 604 of the 2012 Regular Session of the Louisiana Legislature;

The above mentioned hereinafter collectively referred to as "**STATE**".

WITNESSETH: For and in consideration of the promises and undertakings by STATE to GRANTOR herein, and further for other good and valuable consideration, including the potential benefits to GRANTOR'S property interests resulting from the hereinafter described project, the receipt and adequacy of which are hereby acknowledged, GRANTOR hereby grants unto STATE, its successors, assigns or transferees, the temporary rights-of-way, servitudes and easements (hereinafter called "the Agreement"), together with the right to enter in, on, and over, GRANTOR'S property interests, for integrated coastal protection purposes as defined in La. R.S. 49.214.2(11) as part of the Caminada Headlands Beach and Dune Restoration Project, Increment II, BA-143 (hereinafter called the Project") located in, on, or over GRANTOR'S property interests. The Project will be publicly funded and shall be located on the following described property interest, including expressly, but not limited to, any interest in lands or water-covered lands which might be owned by GRANTOR (hereinafter called "said Lands"), to-wit:

Lands located in Section 25, T22S R23W within the Project boundary, Jefferson Parish, Louisiana, all as shown on Exhibit A attached hereto and made a part hereof.

GRANTOR hereby warrants that GRANTOR understands the Project and accepts any and all impacts to said Lands resulting from construction and implementation of the Project.

I. This Agreement grants the rights to enter said Lands (further identified on Exhibit A, attached hereto), to perform construction, operation, modification, monitoring, and maintenance and such other activities described on Exhibit B (attached hereto), necessary to complete the Project.

II. STATE agrees to give reasonable notice to GRANTOR prior to initiation of access to the said Lands for the purpose of implementing, constructing, operating, modifying, monitoring and maintaining the Project.

III. To the extent permitted by Louisiana law, STATE shall, indemnify, and hold harmless GRANTOR against and from all costs, expenses, claims, demands, penalties, suits, fines, and actions of any kind and nature arising from the Project and caused by the actions and fault of STATE or its agents, employees, contractors, successors, assigns and transferees, including any court costs and reasonable and actual litigation expenses and attorneys' fees. However, nothing herein shall be construed as indemnifying or holding GRANTOR or any third person not a party hereto harmless against its own fault or negligence or that of its agents, employees, contractors, successors, assigns and transferees. Should work on said Lands be performed via contract, STATE shall ensure that the contractor lists GRANTOR as additional insured on any policies carried by the contractor, including completed operations coverage. The STATE acknowledges, declares and stipulates that GRANTOR has provided this Agreement at no cost to the STATE under the provisions of La. R.S. 49:214.6.10 C, as amended by 2010 Acts No. 734. This clause shall survive the term of this agreement.

IV. STATE shall be responsible for repair in like manner of any fences, bridges, roads, and other similar facilities and appurtenances located on said Lands which may be damaged or destroyed by STATE, or its designees while on said Lands, but such repair shall be to that condition which existed immediately prior to STATE's activities. STATE shall remove or dispose of all debris associated with construction, operation and maintenance of the Project.

V. STATE acknowledges that La. R.S. 49:214.5.5 provides that no rights whatsoever shall be created in the public, whether such rights be in the nature of ownership, servitude or use, with respect to any private lands or waters utilized, enhanced, created, or otherwise affected by activities of any governmental agency, local, state, or federal, or any person contracting with same for the performance of any activities, funded in whole or in part, by expenditures through the Coastal Protection and Restoration Fund or other sources of funding in accordance with the provision of La. R.S. 49:214.6.2. The STATE further agrees that in the event legal proceedings are instituted by any person seeking recognition of a right of ownership, servitude, or use in or over private property solely on the basis of the expenditure of funds through the Coastal Protection and Restoration Fund or other sources of funding in accordance with the provision of La. R.S. 49:214.6.2, that the State shall indemnify and hold harmless the owner of such property for any costs, expense, or loss related to such proceeding, including court costs and attorney fees. To the extent permitted by La. R.S. 49:214.5.5, the servitude and right-of-way rights granted herein shall be considered real rights and covenants running with the land.

VI. It is understood GRANTOR shall retain the limits of its title and all property rights (subject to the rights of STATE herein) in and to said Lands, and all minerals in, on and under said Lands are not affected in any way hereby. However, no structures and/or appurtenances constructed hereunder pursuant to the Project on said Lands shall be adjusted, removed and/or interfered with by GRANTOR, or anyone holding rights by, through or under GRANTOR.

VII. Subject to the above, in its exercise of the rights herein granted, STATE agrees not to unreasonably interfere with (a) oil and gas operations, (b) agricultural operations, and (c) hunting, trapping and alligator egg operations, (d) fishing, crabbing, or shrimping, now occurring, or authorized to occur, on said Lands. STATE specifically acknowledges the continuing right of GRANTOR, its heirs, successors, assigns, transferees or lessees, to use, occupy and enjoy all of said Lands, for all purposes, in such manner at such times as they, or any of them, shall desire to use same, including, but without limitation, for the purpose of conducting oil, gas or other mineral operations on any of said Lands, for the exploration, discovery, production, storage, transportation and disposition of oil, gas, sulphur or other minerals, under oil, gas and mineral leases or otherwise, and for the purpose of farming, grazing, hunting and trapping fur-bearing animals, alligator egg operations, fishing, crabbing, or shrimping thereon, provided, however, that such use, occupation, and enjoyment shall not unreasonably interfere with the lawful activities of STATE pursuant to this Agreement.

VIII. GRANTOR does not warrant title. GRANTOR specifically does not warrant or represent the correctness of any survey, or any of the plats attached hereto which purport to show the location of said Lands. If at any time any questions or litigation should arise as to the ownership of any part of the property covered hereby, or as to any boundary or limit of any part of the separate and various Lands covered by this Agreement, this Agreement shall not be construed to be, or permitted to serve as, evidence or as a basis of waiver of any legal rights against any party hereto, or prevent any party hereto from establishing its ownership, or having the boundaries or limits of its property determined, in any lawful manner, anything herein contained to the contrary notwithstanding.

IX. STATE may assign or transfer, in whole or in part, any or all of its rights hereunder, but only to the extent necessary to implement the purposes of the Project on the said Lands.

X. This Agreement shall become effective upon the date of the signature of STATE, and shall remain in effect for a term of twenty (20) years unless sooner released by STATE.

XI. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their heirs, successors in interest, transferees and assigns.

XII. This Agreement may be executed in any number of counterparts, each of which shall constitute an original document which shall be binding upon any of the parties executing same. To facilitate recordation of this agreement, the parties hereto agree that individual signature and acknowledgment pages from the various counterparts may be merged and combined with signature and acknowledgment pages from other counterparts.

XIII. This Agreement does not confer or waive any rights except as provided herein.

IN WITNESS WHEREOF, GRANTOR has executed this Agreement in the presence of the undersigned witnesses on the date below:

WITNESSES:

Arthur A. Bellanger
Print: Arthur A. Bellanger
Kelly J. Besson, Sr.
Print: Kelly J. Besson, Sr.

**GRAND ISLE INDEPENDENT
LEVEE DISTRICT**

By: David Camardelle
DAVID CAMARDELLE
Title: President/Director
Date: January 17, 2014

IN WITNESS WHEREOF, STATE has executed this Agreement in the presence of the undersigned witnesses on the date below:

WITNESSES:

Lauren Pourciau
Print: Lauren Pourciau
Joann D. Hicks
Print: Joann D. Hicks

**COASTAL PROTECTION AND
RESTORATION AUTHORITY**

By: Jerome Zeringue
JEROME ZERINGUE
Title: Executive Director
Date: January 27, 2014

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF JEFFERSON

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 17th day of January, 2014, personally came and appeared **David Camardelle**, to me known, who declared that he is the **President/Director** of the Board of Commissioners of the Grand Isle Independent Levee District, that he executed the foregoing instrument on behalf of said Board and that the instrument was signed pursuant to the authority granted to him by said Board and that he acknowledged the instrument to be the free act and deed of said Board.

Lawrence G. Marino
Print: LAWRENCE G. MARINO
NOTARY PUBLIC

Notary or Bar # 23206
My commission expires: with life

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 27th day of January, 2014, personally came and appeared **Jerome Zeringue**, to me known, who declared that he is the **Executive Director** of the Coastal Protection and Restoration Authority, State of Louisiana, that he executed the foregoing instrument on behalf of said State Agency and that the instrument was signed pursuant to the authority granted to him by said State Agency and that he acknowledged the instrument to be the free act and deed of said State Agency.



OFFICIAL SEAL
Clifton O. Bingham, Jr.
BAR ROLL # 03052
STATE OF LOUISIANA
My Commission is for Life

Clifton O. Bingham, Jr.
Print Name: Clifton O. Bingham, Jr.
NOTARY PUBLIC

Notary or Bar # _____
My commission expires: with life

EXHIBIT A

BA-143 Project Map

FILED AND RECORDED, JEFFERSON PARISH, LOUISIANA
11404915 DATE 2/5/2014 8:53:21 AM
JON A. GEGENHEIMER CLERK OF COURT & RECORDER
CERTIFIED TRUE COPY

BY 
DEPUTY CLERK & RECORDER
CB BOOK 3327 PAGE 405

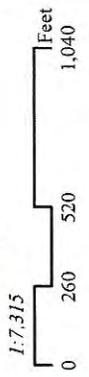
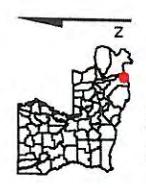
Exhibit A

Caminada Headlands Increment II (BA-143)

Lafourche and Jefferson Parishes, Louisiana

-  Grand Isle Independent Levee District
-  BA-143 Project Area
-  State Claimed Water Bottoms
-  Parish Line
-  Sections
-  Township/Range

All project features are graphical representations only, are subject to change, and may not reflect true location or dimension



Coastal Protection and Restoration
Authority of Louisiana
Imagery: 2012 DOQQ
Map Date: December 11, 2013
//2012040247

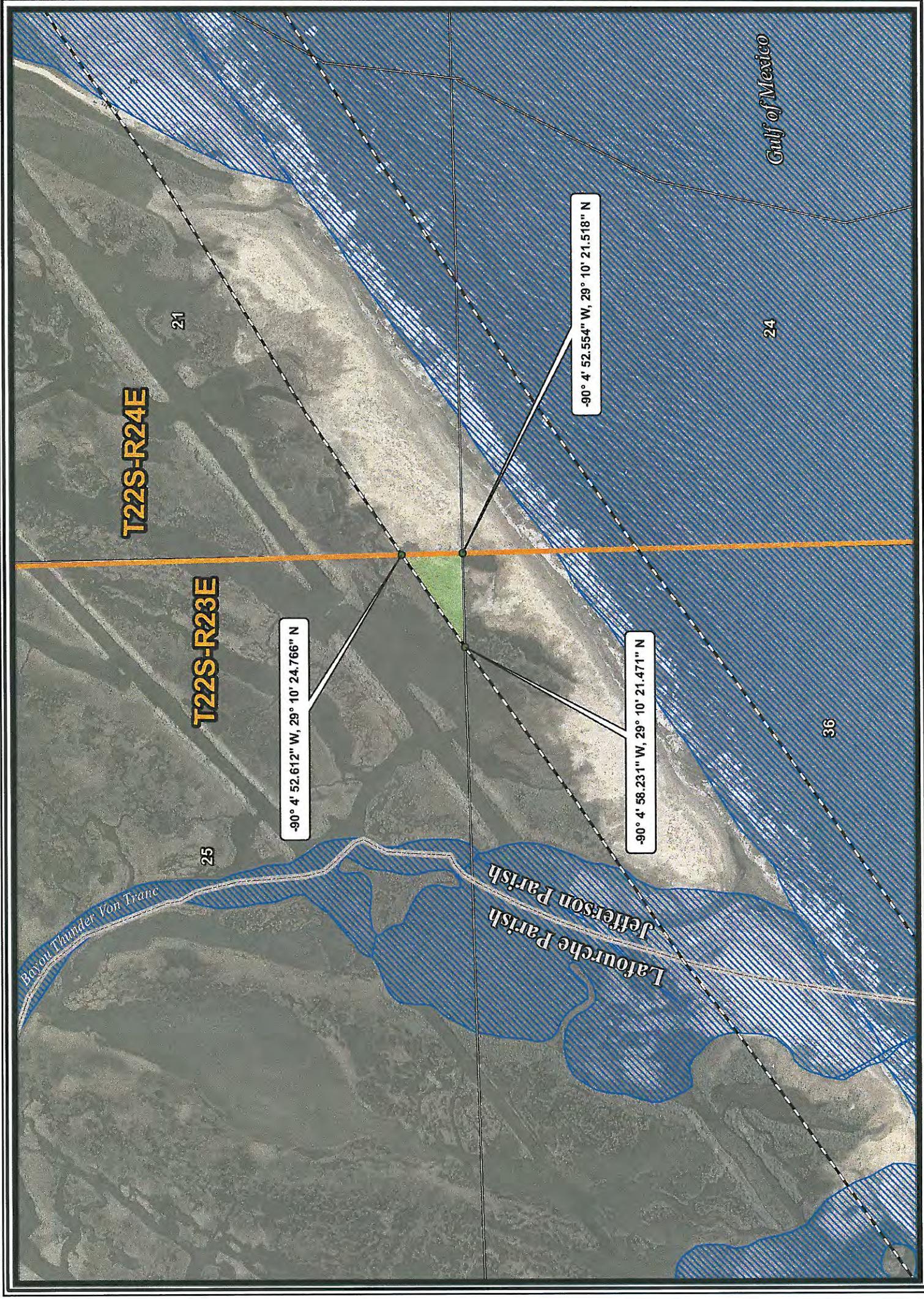
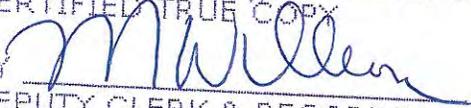


EXHIBIT B

BA-143 Project Activities and Features

- a. The right to install a temporary sand/sediment delivery pipeline to deposit dredged sand/sediment and/or other fill material on, over and across the areas shown on Exhibit A as “BA-143 Project Boundary” (the “said lands”) by either natural or mechanical means, including the right to alter land and/or water contours and undertake management practices to enhance or extend the beneficial use of dredged or sand/sediment deposition for beach/dune restoration within said lands;
- b. The right to construct and maintain fencing material to encourage the deposition of sand/sediment within said lands;
- c. The right to plant or cause the growth of vegetation in, on, over and across said lands, including the right to nourish, replenish and maintain said vegetation within said lands;
- d. The right at CPRA’s cost and with prior notification to LDWF, and its lessees, sub-lessees and grantees if affected thereby, to relocate, alter, replace or remove appropriate pipelines, utility lines, facilities or other structures in, on, under, and across said lands, as may be deemed necessary by CPRA;
- e. The right to construct, locate, maintain and service required monitoring devices and equipment on said lands and on other lands as may be owned by LDWF;
- f. The right to post warning signs or notices on or near appropriate Project features on said lands, as may be deemed necessary by CPRA;
- g. The right to alter or remove structures and/or appurtenances constructed on said lands by CPRA pursuant to the Project;
- h. The right to enter said lands for the purpose(s) of conducting surveys, inspections and investigations required by STATE to evaluate the effectiveness of the Project and Project features, including maintaining/improving wetland and/or restored land quantity and quality;
- i. The right to enter and traverse said lands to access Project features located on adjacent lands;
- j. The right to install temporary access features on said lands, including, but not limited to, limestone or board roads to help facilitate access to the Project. Said temporary access features will be removed after Project construction is completed. Locations of said temporary access features will be returned to pre-construction conditions, unless needed for future maintenance of the project; and
- k. The right to make modifications to the above, but only insofar as changes pertain to materials for Project features and minor changes to project feature locations, as may be deemed necessary by STATE to fully and properly implement and maintain the Project.

FILED AND RECORDED, JEFFERSON PARISH, LOUISI.
11402280 DATE 1/15/2014 11:45:12 AM
JON A. GEGENHEIMER CLERK OF COURT & RECORDER
CERTIFIED TRUE COPY

BY 
DEPUTY CLERK & RECORDER
CB BOOK 3326 PAGE 689

Lafourche Parish Recording Page

Vernon H. Rodrigue
CLERK OF COURT
PO BOX 818
303 W 3rd St
Thibodaux, LA 70302
(985) 447-4841

First VENDOR

STATE OF LOUISIANA

First VENDEE

STATE OF LOUISIANA COASTAL PROTECTION AND RESTORATION AUTHORITY

Index Type : Conveyance

Inst Number : 1170742

Type of Document : Grant Right Of Way

Book : 1953 Page : 627

Recording Pages : 6

Recorded Information

I hereby certify that the attached document was filed for registry and recorded in the Clerk of Court's office for Lafourche Parish, Louisiana

On (Recorded Date) : 01/15/2014

At (Recorded Time) : 9:13:10:000 AM

Certified On : 01/15/2014



Doc ID - 031633450006

CLERK OF COURT
VERNON H. RODRIGUE
Parish of Lafourche
I certify that this is a true copy of the attached
document that was filed for registry and
Recorded 01/15/2014 at 9:13:10
Recorded in CONVEYANCE Book 1953 Page
627
File Number 1170742



Vernon H. Rodrigue
Deputy Clerk

Do not Detach this Recording Page from Original Document

Lafourche Parish Recording Page

Vernon H. Rodrigue
CLERK OF COURT
PO BOX 818
303 W 3rd St
Thibodaux, LA 70302
(985) 447-4841

First VENDOR

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Deputy Clerk



Doc ID - 031633450006

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STATE OF LOUISIANA
DIVISION OF ADMINISTRATION
STATE LAND OFFICE

GRANT OF PARTICULAR USE and RIGHT OF ENTRY
FOR CONSTRUCTION OF THE
CAMINADA HEADLANDS BEACH AND DUNE RESTORATION –
INCREMENT II – PROJECT BA-143

LAFOURCHE AND JEFFERSON PARISHES, LOUISIANA

STATE OF LOUISIANA §

PARISHES OF LAFOURCHE & JEFFERSON §

THE STATE OF LOUISIANA, acting through the State Land Office, Division of Administration (the “Owner”), hereby grants to The COASTAL PROTECTION AND RESTORATION AUTHORITY (“CPRA”), as authorized and directed by the policy of the Coastal Protection and Restoration Authority Board, herein represented by and appearing through the Executive Director of CPRA, Jerome Zeringue, for the construction of the **Caminada Headlands Beach and Dune Restoration – Increment II – Project BA-143, Lafourche and Jefferson Parishes, Louisiana** (the “Project”) (the “Grantee”) a Grant of Particular Use / Right and Authorization for Entry of the below-described State-owned seashore, State lands and State water bottoms, to the extent of any interest therein owned, claimed, or subject to claim by the State of Louisiana, upon the following terms and conditions:

1. The Owner hereby grants to Grantee an irrevocable right to enter and use, within the project limits, upon the State-owned seashore, State lands and State water bottoms within the areas described specifically in the attached Exhibit A.
2. This Grant of Particular Use is solely for the purposes of entry, construction (including, but not limited to, mining of dredge material), access, and survey work of the “Project”, as particularly described within the project limits, and attached hereto as Exhibit A, including all appurtenances thereto and the underground appurtenances; reserving, however, to the Owner, its successors, and assigns all such rights and privileges as may be used without interfering with or abridging the rights herein granted; subject, however, to existing easements for public utilities, and pipelines.
3. This Grant of Particular Use includes the right of ingress and egress on other State-owned seashore, State lands and State water bottoms not described herein, provided such ingress and egress is necessary and not otherwise conveniently available to the Grantee, and provided that the Grantee gives sufficient notice to the Owner of the need for such ingress and egress.
4. All tools, equipment, and other property (excluding project features) taken upon or placed upon the State-owned seashore, State lands and State water bottoms by the Grantee or its contractor(s) shall remain the property of the Grantee or its contractor(s). All such tools, equipment, and other property shall be removed by the Grantee or its contractor(s) within sixty days of completion of the work.
5. The Grantee agrees to act in a reasonable manner in conducting its activities on the property covered by this Grant of Particular Use.
6. This Grant of Particular Use applies to officers and employees of the Grantee, and to its agents, representatives, and private contractors. This Grant of Particular Use obviates the necessity for the Grantee and/or its contractors, employees and assigns to acquire any other permits from the State Land Office in order to proceed with the work described herein. The Grantee agrees to include the following paragraph to alert contractors that they must contact the State Land Office:

Pursuant to the Permits and Responsibilities clause, you are required to contact the Administrator of the State Land Office or his representative at (225) 342-4578, to notify

GRANT OF PARTICULAR USE FOR ENTRY AND CONSTRUCTION
CAMINADA HEADLANDS BEACH AND DUNE RESTORATION – INCREMENT II
PROJECT BA-143

the Office when construction will commence on the State-owned seashore, State lands and/or State water bottoms.

7. The State of Louisiana may own or claim and specifically reserves the right to claim any of the seashore, land and water bottoms within all tracts shown on Exhibit A.

The land and water bottoms affected by this grant of particular use are further shown on Exhibit A.

8. The State-owned seashore, State land and State water bottom usage affected by this Grant of Particular Use is as follows:

- A. The right to access, construct, and survey the Project named in Paragraph One (1) of this Grant of Particular Use.

- B. The right to post signs or notices on or near appropriate project features on the State-owned seashore, State lands and State water bottoms, as may be necessary for reasons of public safety or identification.

- C. The right to alter or remove structures and/or appurtenances constructed on the State-owned seashore, State lands and State water bottoms pursuant to the Project named in Paragraph One (1) of this Grant of Particular Use.

- D. The right to patrol and police the State-owned seashore, State lands and State water bottoms during the period of this Grant of Particular Use.

9. The following restrictions apply:

- A. CPRA agrees to act in a reasonable manner in conducting their activities on the property covered by this Grant of Particular Use.

- B. To the extent required by and pursuant to La. R.S. 49:214.6.10, the State of Louisiana shall be held free and harmless from claims, for loss or damages to rights, arising as a consequence of this authorization from any diversions of freshwater or sediment, depositing of dredged or other materials, integrated coastal protection, or any other actions, taken for the purpose of management, preservation, enhancement, creation, protection, or restoration of coastal wetlands, water bottoms, or related renewable resources. This provision does not impose an indemnification obligation upon CPRA or its contractors.

- C. CPRA shall include the language of the above two paragraphs, which are labeled “A” and “B”, in any transfer or assignment of the right to use granted herein, and shall require the transferee or assignee to include and require said language in any subsequent transfer or assignment. Failure to do so shall not negate the protection provided the State of Louisiana and CPRA and all these entities’ agents and employees in La. R.S. 49:214.6.10.

- D. The restrictions in paragraphs A, B, and C above are not intended to contravene Louisiana law.

10. In the event of non-compliance with any of the above stipulations, the Owner shall notify the Grantees of any such non-compliance by certified mail directed to: Director, Coastal Protection and Restoration Authority, 450 Laurel Street, Suite 1501, Baton Rouge, LA 70801. Thereafter, the Grantee shall have one hundred twenty (120) days from receipt of the certified mailing to achieve compliance. Should the Grantee fail to achieve compliance within those one hundred twenty days, this Grant of Particular Use shall become null and void.

**GRANT OF PARTICULAR USE FOR ENTRY AND CONSTRUCTION
CAMINADA HEADLANDS BEACH AND DUNE RESTORATION – INCREMENT II
PROJECT BA-143**

11. This Grant of Particular Use may be transferred or assigned to the agents, employees, and contractors of Grantee for the same purposes and upon the same terms as with respect to the Grantee.
12. Nothing herein shall constitute a waiver of any interests, claims, rights, actions, remedies, or privileges otherwise available to Owner or Grantee.
13. Exercise of the rights of entry conveyed herein in any manner by CPRA and/or its agents, employees, and contractors constitutes acceptance of the rights granted by this Authorization and any and all terms, restrictions, and conditions set forth herein.

{The remainder of this page intentionally left blank}

GRANT OF PARTICULAR USE FOR ENTRY AND CONSTRUCTION
CAMINADA HEADLANDS BEACH AND DUNE RESTORATION - INCREMENT II
PROJECT BA-143

IN WITNESS WHEREOF, OWNER has executed this agreement in the presence of the undersigned notary and witnesses on this 9th day of December, 20 13 :

WITNESSES:

STATE OF LOUISIANA

Pamela Harris (sign)
Pamela Harris (print)

By:

Marty Beasley
MARTY BEASLEY
Public Lands Administrator
State Land Office
Division of Administration

William Larry Decker (sign)
WILLIAM LARRY DECKER (print)

[Signature]
Notary Public

SUSAN LOUISE DUNHAM
Bar No. 20794
Notary ID # 33892
Parish of East Baton Rouge, State of LA
My Commission is Issued For Life

_____ (print)
Bar Roll/Notary ID No. _____

IN WITNESS WHEREOF, CPRA has executed this agreement in the presence of the undersigned notary and witnesses on this 10th day of January, 20 14 :

WITNESSES:

STATE OF LOUISIANA
COASTAL PROTECTION AND
RESTORATION AUTHORITY

[Signature] (sign)
Lauren Pourciau (print)

By:

[Signature]
JEROME ZERINGUE
Executive Director

[Signature] (sign)
Joann D. Hicks (print)

[Signature]
Notary Public

Clifton O. Bingham, Jr. (print)

Bar Roll/Notary ID No. _____



OFFICIAL SEAL
Clifton O. Bingham, Jr.
BAR ROLL # 03052
STATE OF LOUISIANA
My Commission is for Life

Exhibit A

Caminada Headlands

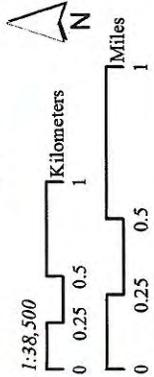
BA-143

Lafourche & Jefferson Parish

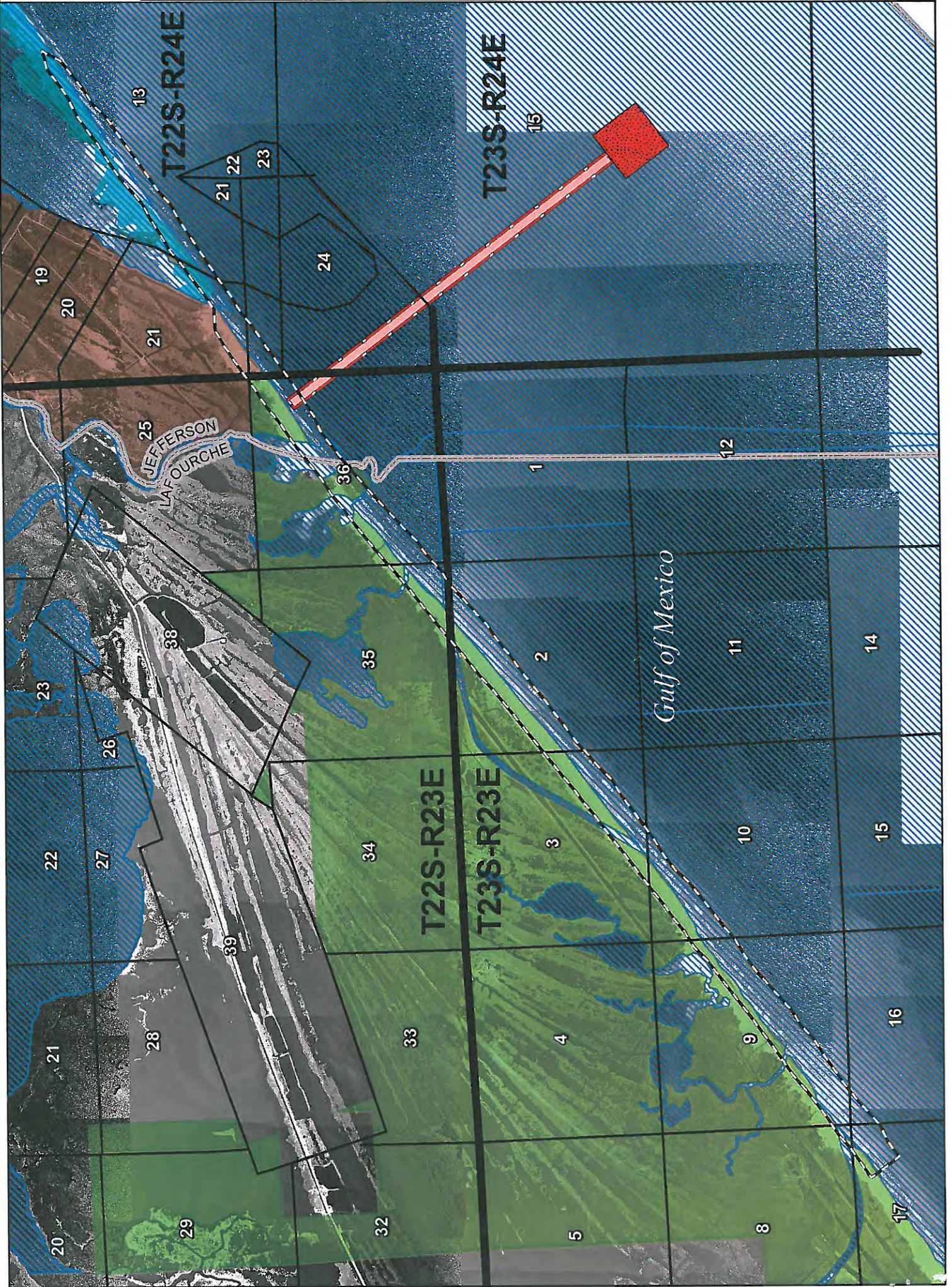
Legend

- BA-143 Project Boundary
- Parish Line
- Sections
- Townships
- Pump Out
- Pipeline Conveyance Corridor
- OWNER**
- EDWARD WISNER DONATION
- ESTATE OF CHARLES C. ELMER
- LDWF-ELMER'S ISLAND (Wildlife Refuge Area)
- STATE CLAIMED WATER BOTTOMS

All project features are graphical representations only, are subject to change, and may not reflect true location or dimension



Coastal Protection and Restoration Authority of Louisiana
 Imagery: 2011 DOQQ
 Map Date: December 12, 2012
 //2012040247





Coastal Protection and
Restoration Authority of Louisiana

State of Louisiana

BOBBY JINDAL
GOVERNOR

January 14, 2014

Mr. Billy Broussard, Chairman
Wildlife and Fisheries Commission
Post Office Box 98000
Baton Rouge, La. 70898-9000

FILED AND RECORDED, JEFFERSON PARISH, LOUISIANA
1.1407045 DATE 2/20/2014 9:07:36 AM
JON A. GEGENHEIMER CLERK OF COURT & RECORDER
CERTIFIED TRUE COPY

Mr. Robert J. Barham, Secretary
Department of Wildlife and Fisheries
Post Office Box 98000
Baton Rouge, La. 70898-9000

BY 
DEPUTY CLERK & RECORDER
MB BOOK 4606 PAGE 888

RE: Letter Agreement – Elmer’s Island Wildlife Refuge
Caminada Headlands Beach and Dune Restoration – Increment II –
Project BA-143
Jefferson Parish, Louisiana

Dear Chairman Broussard and Secretary Barham:

When accepted by you, this letter shall constitute an agreement (the “Agreement”) by and between the Louisiana Coastal Protection and Restoration Authority (“CPRA”) and the Louisiana Wildlife and Fisheries Commission (“LWFC”) and the Louisiana Department of Wildlife and Fisheries (“LDWF”) whereby LWFC and LDWF authorize CPRA and its assigns to conduct construction, maintenance and monitoring operations for the Caminada Headlands Beach and Dune Restoration – Increment II – Project BA-143 (the “Project”) on a portion of the Elmer’s Island Wildlife Refuge (the “Refuge”) as shown on Exhibit “A”, attached hereto and made a part hereof.

LWFC and LDWF have no objection to CPRA or its assigns proceeding with the proposed Project for the purposes authorized by Federal (16 U.S.C. 3951, et seq.) and/or State (R.S. 49:214.1, et seq.) law within the Project area shown on Exhibit “A”, and pursuant to the Project Activities and Features set forth in Exhibit “B”, also attached hereto and made a part hereof, provided, however, that CPRA complies with the following stipulations:

1. CPRA shall abide by the Refuge visitor regulations as set forth in LAC 76:III.337, attached as Exhibit C, unless otherwise agreed to by LDWF; except the limitations as to times and locations of access shall not apply.
2. This Agreement pertains to the southernmost portion(s) of the Refuge, namely, the area shown as “LDWF-Elmer’s Island (Wildlife Refuge Area)” within the “BA-143 Project Boundary” as shown on Exhibit “A”.

APP

3. Prior to performing any activities on the Refuge, CPRA shall contact LDWF personnel (the designated “Program Manager”) at (504) 286-4041 to coordinate proposed Project activities, including Project details. In the event any change or condition should develop that affects the Refuge and that would affect CPRA’s ability to perform the activities granted under this Agreement, LDWF and CPRA agree to contact each other. Detailed contact information for both LDWF and CPRA is set forth in the attached Exhibit “D”.
4. All equipment and routes shall be approved by the Program Manager.
5. No activities will be allowed within 1,500 feet of nesting bird colonies unless approved by the Program Manager.
6. It shall be the responsibility of CPRA to repair any damages that may occur as a result of the Project.
7. To the extent permitted by Louisiana law, CPRA shall indemnify and hold harmless LWFC and LDWF against and from all costs, expenses, claims, demands, penalties, suits, fines, and actions of any kind and nature arising from the Project and caused by the actions and fault of CPRA or its agents, employees, contractors, successors, assigns and transferees, including any court costs and reasonable and actual litigation expenses and attorneys’ fees. However, nothing herein shall be construed as indemnifying or holding LWFC or LDWF or any third person not a party hereto harmless against its own fault or negligence or that of its agents, employees, contractors, successors, assigns and transferees other than CPRA. CPRA acknowledges, declares and stipulates that LWFC and LDWF have provided this Agreement at no cost to the CPRA under the provisions of La. R.S. 49:214.6.10(C), as amended by 2010 Acts No. 734. This clause shall survive the term of this Agreement.
8. No activities will be allowed during waterfowl over-wintering seasons unless approved by the Project Manager.
9. This Agreement allows CPRA to make minor modifications to the Project, but only insofar as changes pertain to materials for project features and minor changes to project features locations, as may be deemed necessary to fully and properly implement and maintain the Project. Further, CPRA will notify the Project Manager of such modifications. Further, CPRA will allow LDWF to comment on the modifications prior to the implementation of such modifications, and shall, when practicable, consider and include any comments by LDWF.
10. CPRA is responsible for any maintenance and repair of all project features. In the event LDWF notifies CPRA that project features require maintenance or repair, CPRA may provide such maintenance or repair in a time frame that ensures that the objectives of the Project are not compromised.

BPD

11. During construction operations, CPRA will provide a full time, on-site construction inspector to ensure compliance with the Project plans and specs, and the terms and conditions of this Agreement. If, in the opinion of LDWF, CPRA’s operations conflict with the plans, specs and/or the terms of this Agreement, LDWF shall contact CPRA, fully describing what is in conflict. CPRA will immediately contact the contractor to remedy said conflict. If the conflict is not remedied to LDWF’s satisfaction within two (2) days, LDWF may suspend CPRA’s operations until such time that the conflict can be appropriately addressed and remedied. Any such suspension shall be communicated immediately to all CPRA contacts identified in Exhibit “D”.

12. In the event any change or condition should develop that affects the Refuge and that would affect CPRA’s ability to perform the activities granted under this Agreement, LDWF and CPRA agree to contact each other, as set forth in Exhibit “D”.

This Agreement shall become effective upon the signature of LWFC and LDWF and shall remain in effect for twenty (20) years, unless sooner released by CPRA.

CPRA may assign or transfer, in whole or in part, any or all of its rights hereunder, but only to the extent necessary to implement the purposes of the Project on the Refuge.

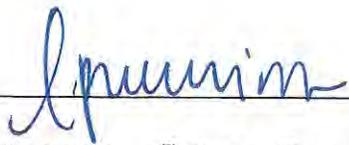
This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors in interest, transferees and assigns.

If the foregoing accurately reflects the agreement among CPRA, LWFC and LDWF relative to the referenced Project activities on the Refuge, please evidence your approval by signing the three (3) originals and returning the executed originals to this office. The documents will be recorded in the public records of Jefferson Parish, and a certified duplicate will be returned to your office upon completion. Thank you for your cooperation in this matter.

Very truly yours,

WITNESSES:

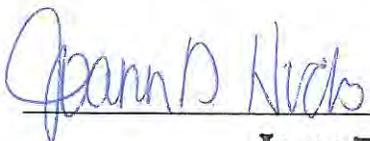
**COASTAL PROTECTION AND
RESTORATION AUTHORITY**



Print Name: **Lauren Pourciau**

By: 

Jerome Zeringue
Executive Director



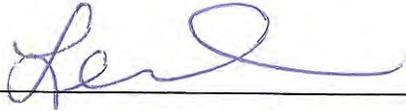
Print Name: **Joann D. Hicks**



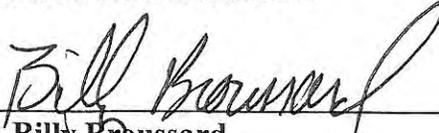
ACCEPTED AND APPROVED THIS 13th DAY OF February 2014.

WITNESSES:

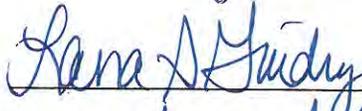
LOUISIANA WILDLIFE AND
FISHERIES COMMISSION



Print Name: Leigh G. Hill

By: 

Billy Broussard
Chairman



Print Name: Lana A. Guidry

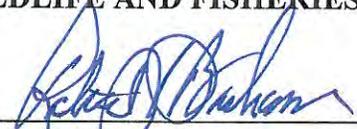
ACCEPTED AND APPROVED THIS 16th DAY OF January 2014.

WITNESSES:

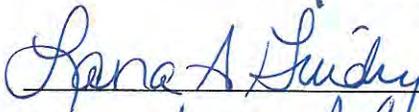
LOUISIANA DEPARTMENT OF
WILDLIFE AND FISHERIES



Print Name: Wendy Bryson

By: 

Robert J. Barham
Secretary



Print Name: Lana A. Guidry



ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 14th day of January, 2014, personally came and appeared **Jerome Zeringue**, to me known, who declared that he is the **Executive Director** of the **Coastal Protection and Restoration Authority, State of Louisiana**, that he executed the foregoing instrument on behalf of said State Agency and that the instrument was signed pursuant to the authority granted to him by said State Agency and that he acknowledged the instrument to be the free act and deed of said State Agency.



OFFICIAL SEAL
Clifton O. Bingham, Jr.
BAR ROLL # 03052
STATE OF LOUISIANA
My Commission is for Life


NOTARY PUBLIC

Print: Clifton O. Bingham, Jr.

Notary Number: _____
My commission expires with life
(SEAL)

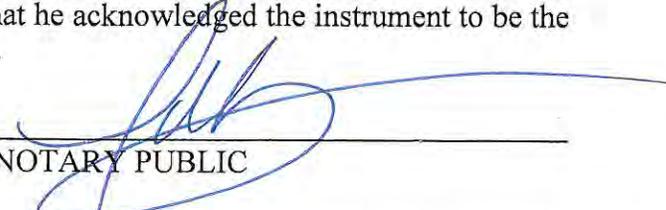
DPB

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

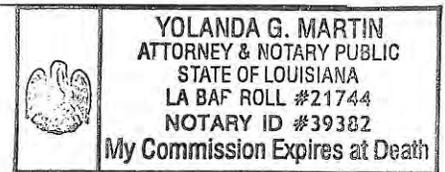
BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 16th day of January, 2014, personally came and appeared **Robert J. Barham**, to me known, who declared that he is the **Secretary of the Department of Wildlife and Fisheries, State of Louisiana**, that he executed the foregoing instrument on behalf of said State Agency and that the instrument was signed pursuant to the authority granted to him by said State Agency and that he acknowledged the instrument to be the free act and deed of said State Agency.



NOTARY PUBLIC

Print Name: _____

Notary Number: _____
My commission expires with life
(SEAL)



Barham

ACKNOWLEDGMENT

STATE OF LOUISIANA

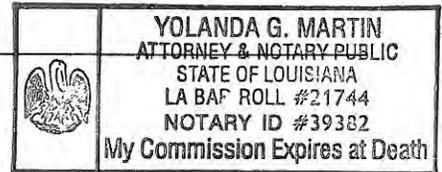
PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 19th day of February, 2014, personally came and appeared **Billy Broussard**, to me known, who declared that he is the **Chairman** of the **Wildlife and Fisheries Commission, State of Louisiana**, that he executed the foregoing instrument on behalf of said State Commission and that the instrument was signed pursuant to the authority granted to him by said State Commission and that he acknowledged the instrument to be the free act and deed of said State Commission.



NOTARY PUBLIC

Print Name: _____



Notary Number: _____
My commission expires with life
(SEAL)

BBB

List of Exhibits

- | | |
|-----------|--|
| Exhibit A | BA-143 Project Area Map |
| Exhibit B | BA-143 Project Activities and Features |
| Exhibit C | LDWF Visitor Regulations (Elmer’s Island Wildlife Refuge),
LAC 76:III.337 |
| Exhibit D | Contact Information for LDWF and CPRA |

BAB

EXHIBIT A

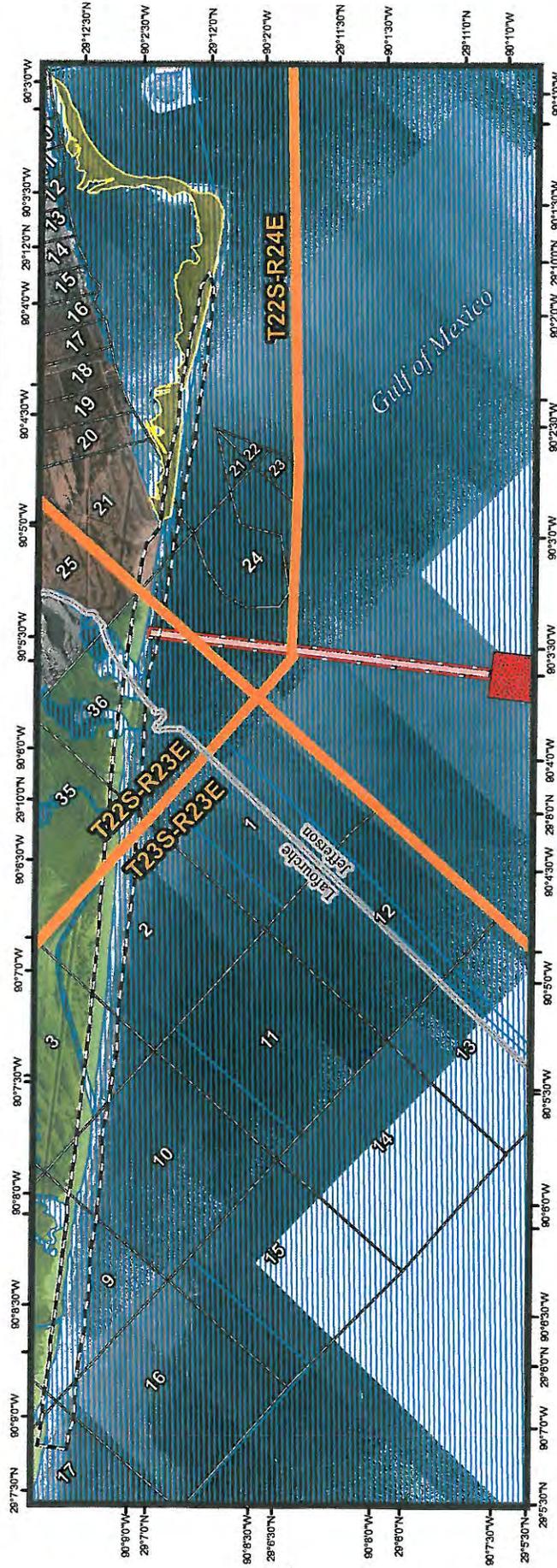
BA-143 Project Area Map



Exhibit A

Caminada Headlands Increment II (BA-143)

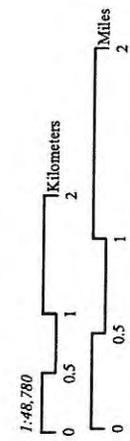
Lafourche and Jefferson Parishes, Louisiana



OWNER	
	EDWARD WISNER DONATION
	ESTATE OF CHARLES C. ELMER
	LDWF-ELMERS ISLAND (Pfalzjffe Refuge Area)
	STATE CLAIMED WATER BOTTOMS

All project features are graphical representations only, are subject to change, and may not reflect true location or dimension

	Parish Line
	Township/Range
	BA-143 Project Boundary
	Sections
	Pump Out
	Pipeline Conveyance Corridor



**Coastal Protection and Restoration
Authority of Louisiana**
 Imagery: 2011 DOQQQ
 Map Date: June 6, 2013
 //2012040247

EXHIBIT B

BA-143 Project Activities and Features

- a. The right to install a temporary sand/sediment delivery pipeline to deposit dredged sand/sediment and/or other fill material on, over and across the areas shown on Exhibit A as “BA-143 Project Boundary” (the “said lands”) by either natural or mechanical means, including the right to alter land and/or water contours and undertake management practices to enhance or extend the beneficial use of dredged or sand/sediment deposition for beach/dune restoration within said lands;
- b. The right to construct and maintain fencing material to encourage the deposition of sand/sediment within said lands;
- c. The right to plant or cause the growth of vegetation in, on, over and across said lands, including the right to nourish, replenish and maintain said vegetation within said lands;
- d. The right at CPRA’s cost and with prior notification to LDWF, and its lessees, sub-lessees and grantees if affected thereby, to relocate, alter, replace or remove appropriate pipelines, utility lines, facilities or other structures in, on, under, and across said lands, as may be deemed necessary by CPRA;
- e. The right to construct, locate, maintain and service required monitoring devices and equipment on said lands and on other lands as may be owned by LDWF;
- f. The right to post warning signs or notices on or near appropriate Project features on said lands, as may be deemed necessary by CPRA;
- g. The right to alter or remove structures and/or appurtenances constructed on said lands by CPRA pursuant to the Project;
- h. The right to enter said lands for the purpose(s) of conducting surveys, inspections and investigations required by STATE to evaluate the effectiveness of the Project and Project features, including maintaining/improving wetland and/or restored land quantity and quality;
- i. The right to enter and traverse said lands to access Project features located on adjacent lands;
- j. The right to install temporary access features on said lands, including, but not limited to, limestone or board roads to help facilitate access to the Project. Said temporary access features will be removed after Project construction is completed. Locations of said temporary access features will be returned to pre-construction conditions, unless needed for future maintenance of the project; and

k. The right to make modifications to the above, but only insofar as changes pertain to materials for Project features and minor changes to project feature locations, as may be deemed necessary by STATE to fully and properly implement and maintain the Project.

EXHIBIT C

LDWF Visitor Regulations (Elmer's Island Wildlife Refuge)

LAC 76:III.337

§ 337. Elmer's Island Wildlife Refuge

A. Visitor Regulations for Elmer's Island Wildlife Refuge

1. Use of the refuge will be permitted from thirty minutes before official sunrise to thirty minutes after official sunset. This includes any land access routes to the refuge. No person or vehicle shall remain on the Elmer's Island Wildlife Refuge or any land access routes during the period from 30 minutes after official sunset to 30 minutes before sunrise.
2. No person shall possess any glass bottles, glass drink containers or other glass products on Elmer's Island Wildlife Refuge.
3. The secretary of the department may restrict access to the refuge whenever circumstances exist such that restrictions are necessary to protect the refuge or the public from harm. No person shall enter onto or be on the grounds of Elmer's Island Wildlife Refuge during a restricted access period; or alternatively shall do so only in accordance with restrictions set forth by the secretary.
4. No person shall discharge or fire any firearms including muzzleloaders, or bows and arrows or crossbows on Elmer's Island.
5. No person shall commercially fish, conduct any guiding service, hunt, pursue, kill, molest or intentionally disturb any type of wildlife on the refuge, except for the legal recreational harvest of living aquatic resources.
6. No person shall be in areas marked as restricted by signs posted by the department.
7. No person shall operate any vehicles in a restricted area. No person shall operate a vehicle in an unsafe or careless manner as to endanger life or property or at any speed in excess of five miles per hour.
8. The requirement of a Wild Louisiana Stamp on Elmer's Island Wildlife Refuge is hereby waived, and the secretary is directed to take all necessary steps to accomplish this waiver.

EXHIBIT D

Contact Information for LDWF and CPRA

LDWF CONTACT INFORMATION:

Ms. Julia Lightner, Biologist
Office of Fisheries
Department of Wildlife and Fisheries
P.O. Box 98000
Baton Rouge, LA 70898-9000
Phone: 504-286-4041
e-mail address: jlightner@wlf.la.gov
Cell phone: 504-913-7849

CPRA CONTACT INFORMATION:

FOR LETTER AGREEMENT ISSUES, CONTACT THE CPRA LAND SECTION:

Coastal Protection and Restoration Authority
Land Section
Attention: Angela Thomas, BA-143 Landrights Manager
P.O. Box 44027
Baton Rouge, LA 70804-4027
Phone: (225) 342-4642
e-mail address: angelae.thomas@la.gov

FOR TECHNICAL ISSUES REGARDING THE PROJECT, INCLUDING CONSTRUCTION EQUIPMENT, PROJECT FEATURES, SITE VISITS, ETC., CONTACT THE CPRA PROJECT MANAGEMENT SECTION:

Coastal Protection and Restoration Authority
Project Management Section
Attention: Brad Miller, BA-143 Project Manager
P.O. Box 44027
Baton Rouge, LA 70804-4027
Phone: 225-342-4122
e-mail address: brad.miller@la.gov

Coastal Protection and Restoration Authority
Thibodaux Field Office
Daniel Dearmond, Monitoring Manager
1440 Tiger Drive, Suite B
Thibodaux, LA 70301
Phone: 985-449-5103
e-mail address: daniel.dearmond@la.gov



Coastal Protection and
Restoration Authority of Louisiana

State of Louisiana

BOBBY JINDAL
GOVERNOR

March 12, 2014

Mr. Billy Broussard, Chairman
Wildlife and Fisheries Commission
Post Office Box 98000
Baton Rouge, La. 70898-9000

Mr. Robert J. Barham, Secretary
Department of Wildlife and Fisheries
Post Office Box 98000
Baton Rouge, La. 70898-9000

RE: Letter Agreement – Elmer’s Island lands assigned by
Grand Isle Independent Levee District
Caminada Headlands Beach and Dune Restoration – Increment II –
Project BA-143
Jefferson Parish, Louisiana

Dear Chairman Broussard and Secretary Barham:

When accepted by you, this letter shall constitute an agreement (the “Agreement”) by and between the Louisiana Coastal Protection and Restoration Authority (“CPRA”) and the Louisiana Wildlife and Fisheries Commission (“LWFC”) and the Louisiana Department of Wildlife and Fisheries (“LDWF”) whereby LWFC and LDWF authorize CPRA and its assigns to conduct construction, maintenance and monitoring operations for the Caminada Headlands Beach and Dune Restoration – Increment II – Project BA-143 (the “Project”) on a portion of the property recently assigned to LWFC and LDWF by the Grand Isle Independent Levee District (the “Refuge”) as shown on Exhibit “A”, attached hereto and made a part hereof.

LWFC and LDWF have no objection to CPRA or its assigns proceeding with the proposed Project for the purposes authorized by Federal (16 U.S.C. 3951, et seq.) and/or State (R.S. 49:214.1, et seq.) law within the Project Boundary shown on Exhibit “A”, and pursuant to the Project Activities and Features set forth in Exhibit “B”, also attached hereto and made a part hereof, provided, however, that CPRA complies with the following stipulations:

1. CPRA shall abide by the Refuge visitor regulations as set forth in LAC 76:III.337, attached as Exhibit C, unless otherwise agreed to by LDWF; except the limitations as to times and locations of access shall not apply.
2. This Agreement pertains to the areas shown as “Estate of Charles C. Elmer (Property within Project Footprint)” within the “BA-143 Project Boundary” and as “Elmer’s Access Road” on Exhibit “A”.

3. Prior to performing any activities on the Refuge, CPRA shall contact LDWF personnel (the designated “Program Manager”) at (504) 286-4041 to coordinate proposed Project activities, including Project details. In the event any change or condition should develop that affects the Refuge and that would affect CPRA’s ability to perform the activities granted under this Agreement, LDWF and CPRA agree to contact each other. Detailed contact information for both LDWF and CPRA is set forth in the attached Exhibit “D”.
4. All equipment and routes shall be approved by the Program Manager.
5. No activities will be allowed within 1,500 feet of nesting bird colonies unless approved by the Program Manager.
6. It shall be the responsibility of CPRA to repair any damages that may occur as a result of the Project.
7. To the extent permitted by Louisiana law, CPRA shall indemnify and hold harmless LWFC and LDWF against and from all costs, expenses, claims, demands, penalties, suits, fines, and actions of any kind and nature arising from the Project and caused by the actions and fault of CPRA or its agents, employees, contractors, successors, assigns and transferees, including any court costs and reasonable and actual litigation expenses and attorneys’ fees. However, nothing herein shall be construed as indemnifying or holding LWFC or LDWF or any third person not a party hereto harmless against its own fault or negligence or that of its agents, employees, contractors, successors, assigns and transferees other than CPRA. CPRA acknowledges, declares and stipulates that LWFC and LDWF have provided this Agreement at no cost to the CPRA under the provisions of La. R.S. 49:214.6.10(C), as amended by 2010 Acts No. 734. This clause shall survive the term of this Agreement.
8. No activities will be allowed during waterfowl over-wintering seasons unless approved by the Project Manager.
9. This Agreement allows CPRA to make minor modifications to the Project, but only insofar as changes pertain to materials for project features and minor changes to project features locations, as may be deemed necessary to fully and properly implement and maintain the Project. Further, CPRA will notify the Project Manager of such modifications. Further, CPRA will allow LDWF to comment on the modifications prior to the implementation of such modifications, and shall, when practicable, consider and include any comments by LDWF.
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CPRA may provide such maintenance or repair in a time frame that ensures that the objectives of the Project are not compromised.

11. During construction operations, CPRA will provide a full time, on-site construction inspector to ensure compliance with the Project plans and specs, and the terms and conditions of this Agreement. If, in the opinion of LDWF, CPRA’s operations conflict with the plans, specs and/or the terms of this Agreement, LDWF shall contact CPRA, fully describing what is in conflict. CPRA will immediately contact the contractor to remedy said conflict. If the conflict is not remedied to LDWF’s satisfaction within two (2) days, LDWF may suspend CPRA’s operations until such time that the conflict can be appropriately addressed and remedied. Any such suspension shall be communicated immediately to all CPRA contacts identified in Exhibit “D”.
12. In the event any change or condition should develop that affects the Refuge and that would affect CPRA’s ability to perform the activities granted under this Agreement, LDWF and CPRA agree to contact each other, as set forth in Exhibit “D”.

This Agreement shall become effective upon the signature of LWFC and LDWF and shall remain in effect for twenty (20) years, unless sooner released by CPRA.

CPRA may assign or transfer, in whole or in part, any or all of its rights hereunder, but only to the extent necessary to implement the purposes of the Project on the Refuge.

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors in interest, transferees and assigns.

If the foregoing accurately reflects the agreement among CPRA, LWFC and LDWF relative to the referenced Project activities on the Refuge, please evidence your approval by signing the three (3) originals and returning the executed originals to this office. The documents will be recorded in the public records of Jefferson Parish, and a certified duplicate will be returned to your office upon completion. Thank you for your cooperation in this matter.

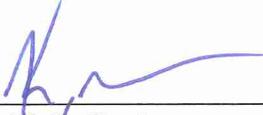
Very truly yours,

WITNESSES:

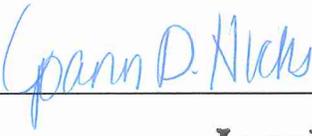
COASTAL PROTECTION AND RESTORATION AUTHORITY



Print Name: Lauren Poursseau

By: 

Kyle Graham
Executive Director



Print Name: **Joann D. Hicks**

ACCEPTED AND APPROVED THIS 25th DAY OF MARCH 2014.

WITNESSES:

LOUISIANA WILDLIFE AND FISHERIES COMMISSION

Nicholas Giannopoulos

Print Name: NICHOLAS GIANNPOULOS

By: Billy Broussard

**Billy Broussard
Chairman**

Linda Allen

Print Name: Linda Allen

ACCEPTED AND APPROVED THIS 19th DAY OF MARCH 2014.

WITNESSES:

LOUISIANA DEPARTMENT OF WILDLIFE AND FISHERIES

Lara A Guidry

Print Name: Lara A Guidry

By: Robert J. Barham

**Robert J. Barham
Secretary**

Nicholas Giannopoulos

Print Name: Nicholas Giannopoulos

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 12th day of March, 2014, personally came and appeared **Kyle Graham**, to me known, who declared that he is the **Executive Director** of the **Coastal Protection and Restoration Authority, State of Louisiana**, that he executed the foregoing instrument on behalf of said State Agency and that the instrument was signed pursuant to the authority granted to him by said State Agency and that he acknowledged the instrument to be the free act and deed of said State Agency.



NOTARY PUBLIC

Print: Clifton O. Bingham, Jr.

Notary Number: _____
My commission expires with life
(SEAL)



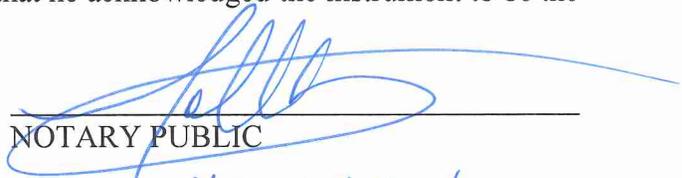
OFFICIAL SEAL
Clifton O. Bingham, Jr.
BAR ROLL # 03052
STATE OF LOUISIANA
My Commission is for Life

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 19th day of March, 2014, personally came and appeared **Robert J. Barham**, to me known, who declared that he is the **Secretary** of the **Department of Wildlife and Fisheries, State of Louisiana**, that he executed the foregoing instrument on behalf of said State Agency and that the instrument was signed pursuant to the authority granted to him by said State Agency and that he acknowledged the instrument to be the free act and deed of said State Agency.



NOTARY PUBLIC

Print Name: Yolanda Martin

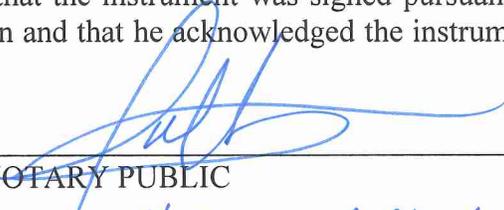
Notary Number: 21744
My commission expires with life
(SEAL)

ACKNOWLEDGMENT

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 25th day of March, 2014, personally came and appeared **Billy Broussard**, to me known, who declared that he is the **Chairman** of the **Wildlife and Fisheries Commission, State of Louisiana**, that he executed the foregoing instrument on behalf of said State Commission and that the instrument was signed pursuant to the authority granted to him by said State Commission and that he acknowledged the instrument to be the free act and deed of said State Commission.



NOTARY PUBLIC

Print Name: Yolanda G. Martin

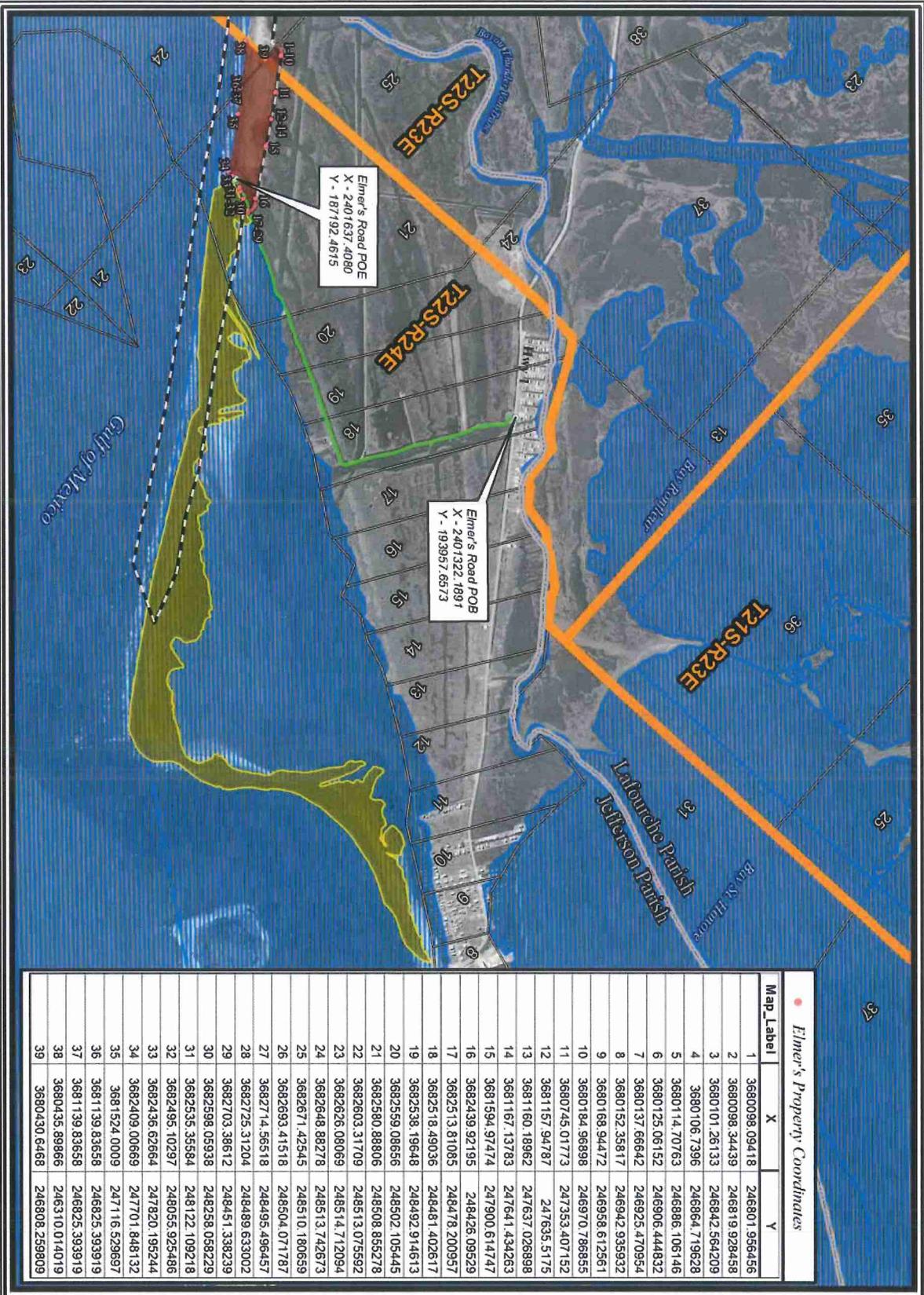
Notary Number: 21744
My commission expires with life
(SEAL)

List of Exhibits

Exhibit A	BA-143 Project Area Map
Exhibit B	BA-143 Project Activities and Features
Exhibit C	LDWF Visitor Regulations (Elmer’s Island Wildlife Refuge), LAC 76:III.337
Exhibit D	Contact Information for LDWF and CPRA

EXHIBIT A

BA-143 Project Area Map



● Emer's Property Coordinates

Map_Label	X	Y
1	3660098.09418	246801.956456
2	3660098.34439	246819.928458
3	3660101.26133	246842.564209
4	3660106.7396	246864.719628
5	3660114.70763	246886.106146
6	3660125.06152	246906.444832
7	3660137.66642	246925.470954
8	3660152.35817	246942.935932
9	3660168.94472	246958.612611
10	3660184.96898	246970.786855
11	3660745.01773	247353.407152
12	3681157.94787	247635.5175
13	3681160.18962	247637.026898
14	3681167.13783	247641.434263
15	3681594.97474	247900.614747
16	3682439.92195	248426.09529
17	3682513.81085	248478.200957
18	3682518.49036	248481.402617
19	3682538.19648	248492.914613
20	3682559.08656	248502.105445
21	3682580.88806	248508.855278
22	3682603.31709	248513.075592
23	3682626.08069	248514.712094
24	3682648.88278	248513.742673
25	3682671.42545	248510.180659
26	3682693.41518	248504.071787
27	3682714.56518	248495.496457
28	3682725.31204	248489.633002
29	3682703.38612	248451.338239
30	3682598.05938	248258.058229
31	3682535.35584	248122.109218
32	3682495.10297	248055.925486
33	3682436.62664	247820.195244
34	3682409.00669	247701.848132
35	3681524.0009	247116.529697
36	3681139.83658	246825.393919
37	3681139.83658	246825.393919
38	3680435.89866	246310.014019
39	3680430.6468	246808.259809

Exhibit A

Caminada Headlands Increment II (BA-143)

Lafourche and Jefferson Parishes, Louisiana

- ESTATE OF CHARLES C. EMER (Property within Project Footprint)
- LDWF - Emer's Island (Wildlife Refuge Area)
- EMER'S ACCESS ROAD
- STATE CLAIMED WATER BOTTOMS
- BA-143 Project Boundary
- Parish Line
- Sections
- Township Range

All project features are graphical representations only; are subject to change, and may not reflect true location or dimension



Coastal Protection and Restoration Authority of Louisiana
 Imagery: 2012 DOQQ
 Map Date: July 11, 2013
 //2012040247

EXHIBIT B

BA-143 Project Activities and Features

a. The right to install a temporary sand/sediment delivery pipeline to deposit dredged sand/sediment and/or other fill material on, over and across the areas shown on Exhibit A as “BA-143 Project Boundary” (the “said lands”) by either natural or mechanical means, including the right to alter land and/or water contours and undertake management practices to enhance or extend the beneficial use of dredged or sand/sediment deposition for beach/dune restoration within said lands;

b. The right to construct and maintain fencing material to encourage the deposition of sand/sediment within said lands;

c. The right to plant or cause the growth of vegetation in, on, over and across said lands, including the right to nourish, replenish and maintain said vegetation within said lands;

d. The right at CPRA’s cost and with prior notification to LDWF, and its lessees, sub-lessees and grantees if affected thereby, to relocate, alter, replace or remove appropriate pipelines, utility lines, facilities or other structures in, on, under, and across said lands and the areas shown on Exhibit A as “Elmer’s Access Road”, as may be deemed necessary by CPRA;

e. The right to construct, locate, maintain and service required monitoring devices and equipment on said lands and on other lands as may be owned by LDWF;

f. The right to post warning signs or notices on or near appropriate Project features on said lands and the areas shown on Exhibit A as “Elmer’s Access Road”, as may be deemed necessary by CPRA;

g. The right to alter or remove structures and/or appurtenances constructed on said lands and the areas shown on Exhibit A as “Elmer’s Access Road” by CPRA pursuant to the Project;

h. The right to enter said lands and the areas shown on Exhibit A as “Elmer’s Access Road” for the purpose(s) of conducting surveys, inspections and investigations required by STATE to evaluate the effectiveness of the Project and Project features, including maintaining/improving wetland and/or restored land quantity and quality;

i. The right to enter and traverse said lands and the areas shown on Exhibit A as “Elmer’s Access Road” to access Project features located on adjacent lands;

j. The right to install temporary access features on said lands and the areas shown on Exhibit A as “Elmer’s Access Road”, including, but not limited to, limestone or board roads

to help facilitate access to the Project. Said temporary access features will be removed after Project construction is completed. Locations of said temporary access features will be returned to pre-construction conditions, unless needed for future maintenance of the project; and

k. The right to make modifications to the above, but only insofar as changes pertain to materials for Project features and minor changes to project feature locations, as may be deemed necessary by STATE to fully and properly implement and maintain the Project.

EXHIBIT C

LDWF Visitor Regulations (Elmer’s Island Wildlife Refuge)

LAC 76:III.337

§ 337. Elmer's Island Wildlife Refuge

A. Visitor Regulations for Elmer's Island Wildlife Refuge

1. Use of the refuge will be permitted from thirty minutes before official sunrise to thirty minutes after official sunset. This includes any land access routes to the refuge. No person or vehicle shall remain on the Elmer's Island Wildlife Refuge or any land access routes during the period from 30 minutes after official sunset to 30 minutes before sunrise.
2. No person shall possess any glass bottles, glass drink containers or other glass products on Elmer's Island Wildlife Refuge.
3. The secretary of the department may restrict access to the refuge whenever circumstances exist such that restrictions are necessary to protect the refuge or the public from harm. No person shall enter onto or be on the grounds of Elmer's Island Wildlife Refuge during a restricted access period; or alternatively shall do so only in accordance with restrictions set forth by the secretary.
4. No person shall discharge or fire any firearms including muzzleloaders, or bows and arrows or crossbows on Elmer's Island.
5. No person shall commercially fish, conduct any guiding service, hunt, pursue, kill, molest or intentionally disturb any type of wildlife on the refuge, except for the legal recreational harvest of living aquatic resources.
6. No person shall be in areas marked as restricted by signs posted by the department.
7. No person shall operate any vehicles in a restricted area. No person shall operate a vehicle in an unsafe or careless manner as to endanger life or property or at any speed in excess of five miles per hour.
8. The requirement of a Wild Louisiana Stamp on Elmer's Island Wildlife Refuge is hereby waived, and the secretary is directed to take all necessary steps to accomplish this waiver.

EXHIBIT D

Contact Information for LDWF and CPRA

LDWF CONTACT INFORMATION:

Ms. Julia Lightner, Biologist
Office of Fisheries
Department of Wildlife and Fisheries
P.O. Box 98000
Baton Rouge, LA 70898-9000
Phone: 504-286-4041
e-mail address: jlighner@wlf.la.gov
Cell phone: 504-913-7849

CPRA CONTACT INFORMATION:

FOR LETTER AGREEMENT ISSUES, CONTACT THE CPRA LAND SECTION:

Coastal Protection and Restoration Authority
Land Section
Attention: Angela Thomas, BA-143 Landrights Manager
P.O. Box 44027
Baton Rouge, LA 70804-4027
Phone: (225) 342-4642
e-mail address: angela.thomas@la.gov

FOR TECHNICAL ISSUES REGARDING THE PROJECT, INCLUDING CONSTRUCTION EQUIPMENT, PROJECT FEATURES, SITE VISITS, ETC., CONTACT THE CPRA PROJECT MANAGEMENT SECTION:

Coastal Protection and Restoration Authority
Project Management Section
Attention: Brad Miller, BA-143 Project Manager
P.O. Box 44027
Baton Rouge, LA 70804-4027
Phone: 225-342-4122
e-mail address: brad.miller@la.gov

Coastal Protection and Restoration Authority
Thibodaux Field Office
Daniel Dearmond, Monitoring Manager
1440 Tiger Drive, Suite B
Thibodaux, LA 70301
Phone: 985-449-5103
e-mail address: daniel.dearmond@la.gov