

TEMPORARY SERVITUDE AND RIGHT-OF-WAY AGREEMENT

**CAMINADA HEADLANDS BACK BARRIER MARSH CREATION
PROJECT BA-0171**

LAFOURCHE PARISH, LOUISIANA

STATE OF LOUISIANA

PARISH OF LAFOURCHE

THIS AGREEMENT, made and entered into this 12TH day of APRIL, 2019, by and between: **CAILLOUET LAND, L. L. C.**, a Louisiana limited liability company, with the business address of 405 West Third Street, Thibodaux, Louisiana 70301 and with the mailing address of P. O. Box 292, Thibodaux, Louisiana 70302-0292, herein represented by James L. Caillouet, its President, hereinafter called the "GRANTOR", as owner 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, Lawrence B. Haase, domiciled in East Baton Rouge Parish, Louisiana, with offices located at 150 Terrace Avenue, Baton Rouge, Louisiana, 70802, 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 in Exhibits A, A-1 and B, 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 and servitudes (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 Back Barrier Marsh Creation Project BA-0171** as described herein and in Exhibits A, A-1 and B (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 Sections 3 and 24, T23S-R22E, Lafourche Parish, Louisiana, referenced as Caillouet Land, L.L.C.; as shown on the attached **Exhibit A and Exhibit A-1**.

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 and Exhibit A-1**, 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.


4/12/19

- II. STATE agrees to give reasonable notice to GRANTOR prior to initiation of access to and entrance upon 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 GRANTOR harmless 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 Act No. 734 of the 2010 Regular Session of the Louisiana Legislature. 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, 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 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, (c) hunting, trapping and alligator egg operations, and (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. To the extent as otherwise not provided herein, GRANTOR shall not unreasonably



impair, contravene, and/or interfere with the integrity, features, and/or purposes of the STATE's Project.

VIII. GRANTOR does not warrant title to said Lands nor does it warrant fitness of said Lands for any use or purpose whatsoever. 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. This Agreement does not prejudice any rights or claims to any property that may be owned by GRANTOR or by the State of Louisiana as to the bottoms of natural navigable water bodies, the territorial sea, or the seashore.

X. Only to the extent provided in Exhibit B, attached hereto and made a part hereof, 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.

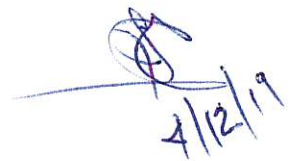
XI. This Agreement shall become effective upon the date of the signature of STATE, and shall remain in effect for a term of twenty-five (25) years unless sooner released by STATE.

XII. This Agreement, the obligations undertaken by each party, and the rights accorded to and reserved by each party, shall be binding upon, and inure to the benefit of, the parties hereto, their heirs, successors in interest, transferees and assigns.

XIII. 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.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

A handwritten signature in blue ink, followed by the date 4/12/19.

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

WITNESSES:

Christina Long
Print: Christina Long
Ben Caillouet
Print: Ben Caillouet

CAILLOUET LAND, L.L.C.

By: James L. Caillouet
Print: JAMES L. CAILLOUET
Title: President
Date: 4/12/19

CORPORATE ACKNOWLEDGMENT

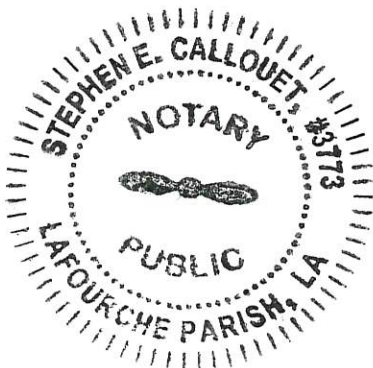
STATE OF LOUISIANA

PARISH OF LAFOURCHE

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this 12th day of APRIL, 2018, personally came and appeared **James L. Caillouet**, to me known, who, being by me duly sworn, declared and acknowledged to me, Notary, that he is **President**, of **Caillouet Land, L.L.C.**, a Louisiana limited liability company, that said instrument was signed on behalf of said limited liability company with due and proper authorization and said appearer acknowledged said instrument to be the free act and deed of said limited liability company.

Stephen E. Caillouet
Print: STEPHEN E. CAILLOUET
NOTARY PUBLIC

Notary or Bar # 03 773
My commission expires: AT DEATH
(SEAL)



4/12/19

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

Jordan Temple
Print: Jordan Temple
Rhett A. Deselle, II
Print: RHETT A. DESSELLE, II

By: LBH
LAWRENCE B. HAASE
Title: Executive Director
Date: 4/25/19

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 26th day of April, 2019, personally came and appeared **Lawrence B. Haase**, 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.

J. Ryan Vivian
Print: J. RYAN VIVIAN
NOTARY PUBLIC

Notary or Bar # 33424
My commission expires: with life
(SEAL)



4/12/19

Exhibit A

Caminada Headlands Back Barrier Marsh Creation BA-0171, Landrights Map Lafourche & Jefferson Parishes, LA

Features

- Limits of Work For BA-0171 Project Area
- Proposed Marsh Creation
- Proposed Marsh Nourishment
- Proposed Earthen Containment Dike
- Proposed Borrow Area for Earthen Containment Dike
- Proposed Temporary Sand/Sediment Delivery Pipeline Corridor
- Proposed Equipment And Monitoring Access Route
- Additional Access For Future Monitoring
- Roads
- Township
- Section

Owner

- Caillouet Land, L.L.C.
- State-Claimed Waterbottom
- Claimed by State and Adjoining Landowner

All project features are graphical representations only, are subject to change, and may not reflect true location or dimension. No project features or other construction activities will be outside of the project work limits.

0 1/2 1 Miles

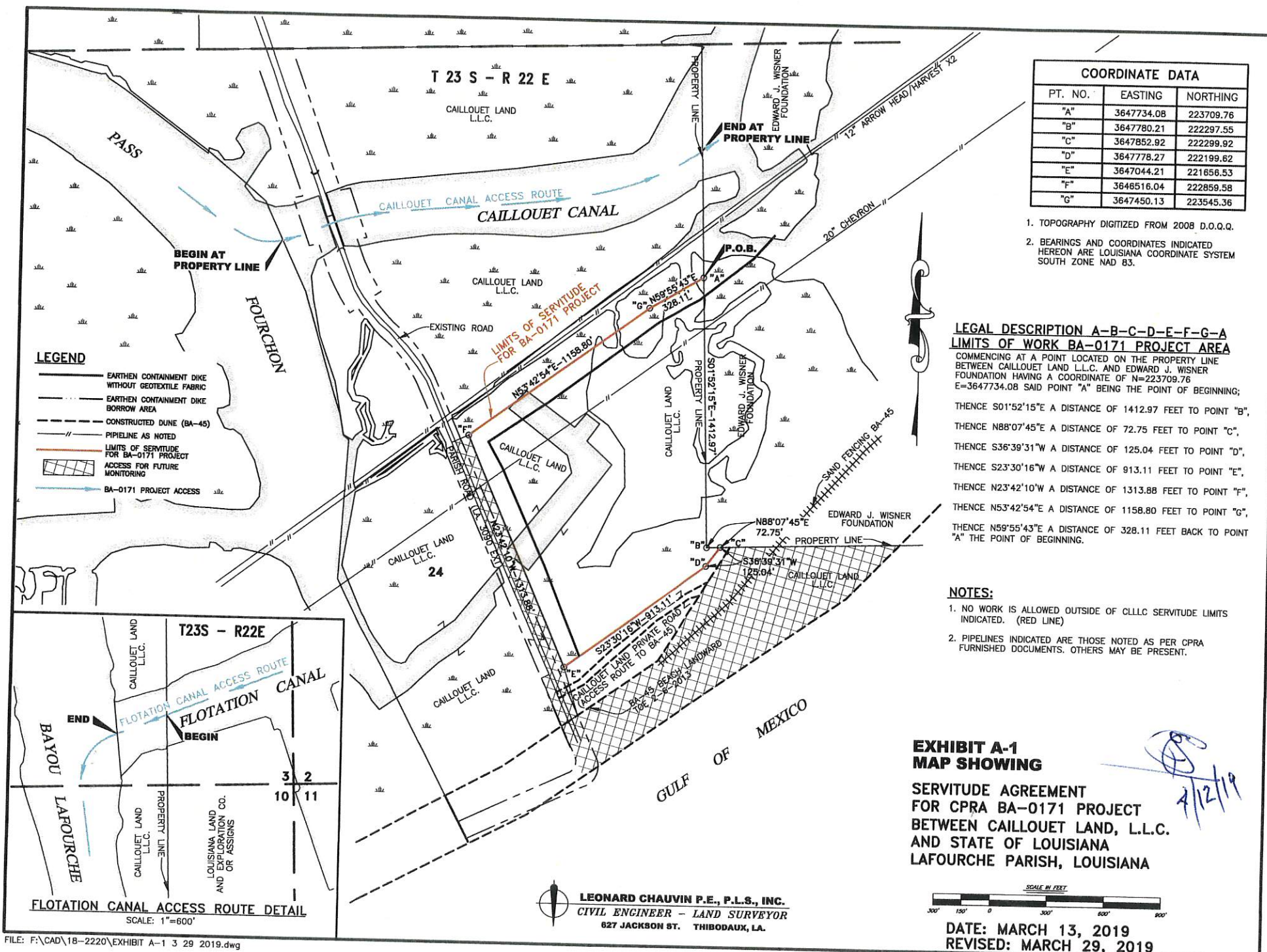
0 1/2 1 Kilometers

1:40,000



Source:
Coastal Protection and Restoration
Authority of Louisiana
Imagery: ESRI World
Map Date: 03/21/2019
//2019040165





COORDINATE DATA		
PT. NO.	EASTING	NORTHING
"A"	3647734.08	223709.76
"B"	3647780.21	222297.55
"C"	3647852.92	222299.92
"D"	3647778.27	222199.62
"E"	3647044.21	221656.53
"F"	3648516.04	222859.58
"G"	3647450.13	223545.36

1. TOPOGRAPHY DIGITIZED FROM 2008 D.O.Q.Q.
2. BEARINGS AND COORDINATES INDICATED HEREON ARE LOUISIANA COORDINATE SYSTEM SOUTH ZONE NAD 83.

**LEGAL DESCRIPTION A-B-C-D-E-F-G-A
LIMITS OF WORK BA-0171 PROJECT AREA**

COMMENCING AT A POINT LOCATED ON THE PROPERTY LINE BETWEEN CAILLOUET LAND L.L.C. AND EDWARD J. WISNER FOUNDATION HAVING A COORDINATE OF N=223709.76 E=3647734.08 SAID POINT "A" BEING THE POINT OF BEGINNING;
THENCE S01°52'15"E A DISTANCE OF 1412.97 FEET TO POINT "B",
THENCE N88°07'45"E A DISTANCE OF 72.75 FEET TO POINT "C",
THENCE S36°39'31"W A DISTANCE OF 125.04 FEET TO POINT "D",
THENCE S23°30'16"W A DISTANCE OF 913.11 FEET TO POINT "E",
THENCE N23°42'10"W A DISTANCE OF 1313.88 FEET TO POINT "F",
THENCE N53°42'54"E A DISTANCE OF 1158.80 FEET TO POINT "G",
THENCE N59°55'43"E A DISTANCE OF 328.11 FEET BACK TO POINT "A" THE POINT OF BEGINNING.

NOTES:

1. NO WORK IS ALLOWED OUTSIDE OF CLLLC SERVITUDE LIMITS INDICATED. (RED LINE)
2. PIPELINES INDICATED ARE THOSE NOTED AS PER CPRA FURNISHED DOCUMENTS. OTHERS MAY BE PRESENT.

**EXHIBIT A-1
MAP SHOWING**

SERVITUDE AGREEMENT
FOR CPRA BA-0171 PROJECT
BETWEEN CAILLOUET LAND, L.L.C.
AND STATE OF LOUISIANA
LAFOURCHE PARISH, LOUISIANA

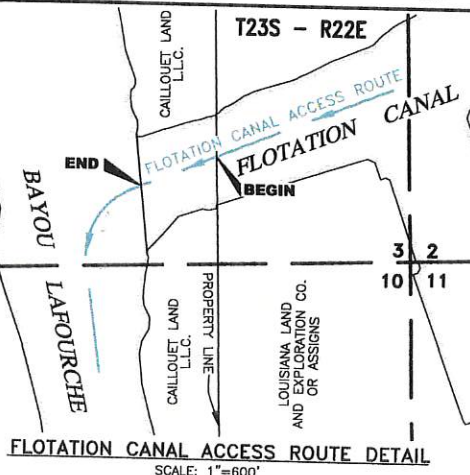


DATE: MARCH 13, 2019
REVISED: MARCH 29, 2019

LEONARD CHAUVIN P.E., P.L.S., INC.
CIVIL ENGINEER - LAND SURVEYOR
627 JACKSON ST. THIBODAUX, LA.

LEGEND

- EARTHEN CONTAINMENT DIKE WITHOUT GEOTEXTILE FABRIC
- - - EARTHEN CONTAINMENT DIKE BORROW AREA
- - - CONSTRUCTED DUNE (BA-45)
- PIPELINE AS NOTED
- LIMITS OF SERVITUDE FOR BA-0171 PROJECT
- ACCESS FOR FUTURE MONITORING
- BA-0171 PROJECT ACCESS



TEMPORARY SERVITUDE AND RIGHT-OF-WAY AGREEMENT

**CAMINADA HEADLANDS BACK BARRIER MARSH CREATION
PROJECT BA-0171**

LAFOURCHE PARISH, LOUISIANA

Exhibit B

1. As to the lands identified on **Exhibits A and** more particularly **A-1**, (being a map prepared by Leonard Chauvin P.E, P.L.S., Inc. Civil Engineer and Land Surveyor, 627 Jackson Street, Thibodaux, LA dated March 13, 2019 revised March 29, 2019) in Section 24, T23S-R22E (the "Project Features Area"), the rights granted hereby are:

In Section 24, T23S,R22E identified in Exhibit A-1 as the "Limits of Work, BA-0171 Project Area", no work shall be performed outside of that area. "Caillouet Land Private Road" shown on Ex. A-1 shall not be used for this project. The STATE shall request that its contractor(s) install and maintain flagged stakes marking the Limits of Work, BA-0171 Project as shown on Exhibit A-1.

Subject to these limitations, the rights granted hereby are:

- 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 Project Features Area 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 marsh creation and marsh nourishment, and including the right to replenish and maintain the foregoing;
- b. The right to construct (including necessary excavation/borrow areas and/or filling) earthen containment dikes, including all appurtenances thereto, as shown on **Exhibits A and A-1**. The STATE shall construct all containment dikes by first utilizing in-site borrow material before utilizing external borrow material. The STATE shall fill the external borrow areas when degrading the containment dikes, when applicable and/or available. However, the STATE shall not be responsible for backfilling external borrow areas.
- c. The right to plant or cause the growth of vegetation in, on, over and across said Project Features Area, including the right to nourish, replenish and maintain said vegetation;
- d. The right to relocate, alter, replace or remove appropriate pipelines, utility lines, facilities or other structures ("Facilities") in, on, under, and across the Project Features Area, as may be deemed necessary by STATE. However, as to any such Facilities that are not owned by GRANTOR, STATE shall also obtain written authorization or permission to relocate, alter, replace, or remove the Facilities from the owner or possessor thereof;
- e. The right to construct, locate, maintain and service required monitoring devices and equipment on the Project Features Area 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 the Project Features Area, as may be deemed necessary by STATE;
- g. The right to alter or remove structures and/or appurtenances constructed on the Project Features Area by STATE pursuant to the Project;
- h. The right to enter the Project Features Area 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 the Project Features Area to access Project features located on adjacent Lands

j. The right to install temporary access features, including, but not limited to, limestone or board roads to help facilitate access to the Project. Said temporary access features will be removed and the locations of said temporary access features will be returned to pre-construction conditions, when no longer needed for future maintenance of the Project;

k. The right to make modifications to the Project Features authorized herein, 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.

2. As to the lands identified on **Exhibits A and A-1** in Sections 3 and 24, T23S-R22E (the "Access Area"), Access Areas. The right to enter and traverse the following lands in T23S, R22E identified as the "BA-0171 Project Access in Exhibit A-1 are:

a. The inset detail on Exhibit A-1 identified as "FLOTATION CANAL ACCESS ROUTE DETAIL" in Section 3 from "Begin" to "End", and

b. On Exhibit A-1 in Section 24, the path labeled "CAILLOUET CANAL ACCESS ROUTE" from "Begin at Property Line" to "End at Property Line", and

c. On Exhibit A-1 in Section 24, the area labeled "BA-0045 BEACH LANDWARD TOE 2-6-2013" shown as a dashed line; and, the area which is cross-hatched and identified as "ACCESS FOR FUTURE MONITORING"; which rights hereby granted include the right to enter and traverse these described Access Areas in order to access BA-0171 Project Areas on said Lands and onto adjacent lands of third parties.

d. The right to enter and traverse the Access Area to access Project features located on adjacent Lands as shown on **Exhibit A**

3. As to the Project Features Area and the Access Area ("said Lands," collectively), 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.

4. The rights granted to the STATE pursuant to this Agreement are nonexclusive (except that other uses shall not unreasonably interfere with the lawful activities of STATE pursuant to this Agreement), are granted solely for purposes of the Project and for no other use or purpose whatsoever, are limited to the property expressly identified in this Agreement, are limited to the rights expressly stated in this Agreement, and are subordinate to any and all other existing servitudes and rights-of-way and leases granted by GRANTOR. No accessory rights are granted with respect to the servitudes granted by this Agreement.

5. No right is granted pursuant to this Agreement to use said Lands for another project, or for public use (other than the Project itself), recreational use, industrial use, or access to or support for any such purposes. No right is granted pursuant to this Agreement to permit or authorize any person (other than the STATE or its successors and assigns), including members of the public or the public in general, to use said Lands for any purpose. STATE and GRANTOR agree that neither the Project's purpose nor this Agreement is for the taking, use, creation, or enablement of use of said Lands by any public entity, public agency, or the public in general, other than STATE and its successors and assigns for the Project.

6. Except as expressly provided in this Agreement, GRANTOR reserves the right to restrict access to GRANTOR's property, including said Lands, to the fullest extent authorized under Louisiana law. GRANTOR retains all rights and aspects of ownership in and to said Lands, including the right to exclude others, except that its exercise thereof shall not interfere with or limit the rights granted to the STATE herein or damage the integrity of the Project.

7. GRANTOR reserves the right to grant additional servitudes and/or rights of way in the future on said Lands as it deems necessary, except that no such servitude or right-of-way may interfere with or limit the rights granted to the STATE pursuant to this Agreement. GRANTOR further reserves the right to perform its own restoration activities on said Lands subject to this


4/12/19

Agreement, except that such activities shall not interfere with or limit the rights granted to the STATE pursuant to this Agreement.

8. The provisions of Article II of this Agreement notwithstanding, STATE agrees to deliver 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, or maintaining the Project. Notification shall be issued by U.S. mail return receipt requested or commercial delivery service to 405 West Third Street, Thibodaux, Louisiana 70301 or P.O. Box 292, Thibodaux, Louisiana 70302-0292, and also via either telephone at 985-448-0907 or 985-665-2123 or fax at 985-227-9827, or email at clong@caillouetland.com. However, GRANTOR may change any of these addresses, telephone or fax numbers, or email addresses in writing delivered to CPRA, 150 Terrace Avenue, Baton Rouge, Louisiana 70802 or P. O. Box 44027, Baton Rouge, Louisiana 70804-4027. STATE agrees to deliver to GRANTOR a copy of the Notice to Proceed for the Project upon issuance to STATE's contractor.

9. Should STATE or its contractor discover oiling potentially related to any Oil Spill ("Spill"), STATE shall immediately notify GRANTOR via telephone at 985-448-0907 or 985-665-2123 or fax at 985-227-9827, or email at clong@caillouetland.com. However, GRANTOR may change any of these telephone or fax numbers or email addresses in writing delivered to CPRA, 150 Terrace Avenue, Baton Rouge, Louisiana 70802 or P. O. Box 44027, Baton Rouge, Louisiana 70804-4027. In its exercise of the rights granted pursuant to this Agreement, STATE shall not unreasonably prevent, hinder, or foreclose GRANTOR and/or parties with which GRANTOR is engaged in litigation in relation to a Spill from accessing or sampling any such contamination, or 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 investigation or removal activities thereon, provided, however, that such use, occupation, and enjoyment shall not unreasonably interfere with the lawful activities of STATE pursuant to this Agreement.

11. 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 described in this **Exhibit B**.

12. Upon termination of this Agreement and/or upon termination of any servitude granted hereunder, all project features and other works or improvements, including but not limited to road improvements, gates, fences, signs, and other installations upon said Lands shall become the property of GRANTOR without any cost whatsoever.

13. STATE shall, at its sole cost and expense, procure and maintain general liability insurance and automobile insurance in the amount of \$1,000,000 each occurrence during the course of any work upon or use of said Lands in relation to the Project by any employee or officer of STATE. STATE shall require any contractor of STATE that performs any work upon or uses said Lands in relation to the Project to procure and maintain general liability insurance and automobile liability insurance in the amount of \$1,000,000 each occurrence during the course of any work upon or use of said Lands in relation to the Project by any employee, officer, director, or subcontractor of the contractor. The general liability insurance policy shall include coverage for products and completed operations hazards. All policies required above shall name "Caillouet Land, L.L.C., its officers, directors, stockholders, agents, employees, members, and contractors", as Additional Insureds for claims arising from or as the result of work on the Project. STATE and/or STATE's contractor shall deliver to GRANTOR upon request, and at no cost to GRANTOR, certificates of insurance evidencing compliance with the requirements of this paragraph prior to entering upon or using said Lands for the Project.

a. All insurance policies required by this Agreement to be obtained and/or maintained by STATE's permittees, agents, contractors, sub-contractors, consultants, successors, assigns, and transferees and such other insurance policies of such parties which may be in effect and applicable to a loss or claim, shall be primary to, and non-contributory with, insurance policies issued directly to the Additional Insureds as described herein or to any of them and insurance policies issued directly to the said Additional Insureds or to any of them, shall be excess and non-contributing

coverage, and GRANTOR may require that the insurance policies issued to STATE's permittees, agents, contractors, sub-contractors, consultants, successors, assigns, and transferees shall be endorsed to so provide.

b. Nothing in any insurance policies required by this Agreement or otherwise in effect for such STATE's permittees, agents, contractors, sub-contractors, consultants, successors, assigns, and transferees shall exclude, by virtue of their status as Additional Insured(s) in such policies, liability or coverage for injury, damage, loss, or expense which may be suffered by any such Additional Insured(s) which may be caused by any of the other parties insured by such policies.

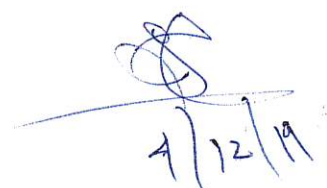
14. As between GRANTOR and STATE, STATE shall, during the term of this Agreement, have *garde* of all Project Features and of all other things and works installed, constructed, or used by STATE, its permittees, agents, employees, contractors, sub-contractors, consultants, successors, assigns, and transferees pursuant to this Agreement. Reciprocally, as between GRANTOR and STATE, GRANTOR shall, during the term of this Agreement, have *garde* of all things and works installed, constructed, or used by GRANTOR, its permittees, agents, employees, contractors, sub-contractors, consultants, successors, assigns, and transferees. Nothing in this Agreement is intended, nor may be construed, to create or give rise to any claim or cause of action that would not exist, but for the existence of this Agreement. Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not party to this Agreement

15. In addition to the provisions of Article VII, in its exercise of the rights granted pursuant to the Agreement, STATE agrees not to unreasonably interfere with or impede GRANTOR's access to any of GRANTOR's property and not to unreasonably interfere with any recreational, commercial, or industrial activities 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 any recreational, commercial, or industrial activities thereon, provided, however, that such use, occupation, and enjoyment shall not unreasonably interfere with the lawful activities of STATE pursuant to the Agreement.

16. The provisions of Article XI of this Agreement notwithstanding, this Agreement shall be effective as of APRIL 25TH, 2019 and shall remain in effect for a term of twenty-five (25) years from that date unless sooner released by STATE. If STATE has not awarded a contract for construction of the Project by APRIL 25TH, 2024, 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, 150 Terrace Avenue, Baton Rouge, Louisiana 70802 or P.O. Box 44027, Baton Rouge, Louisiana 70804-4027.

17. STATE shall not enlarge the scope of the Project in any manner that may enlarge or increase the burden of the servitude or the burden of the work for construction, maintenance or monitoring on the said Lands.

18. The provisions of Article X of the Agreement notwithstanding, STATE may 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.

 4/12/19