

Lafourche Parish Recording Page

Annette M. Fontana
CLERK OF COURT
PO BOX 818
303 W 3rd St
Thibodaux, LA 70302
(985) 447-4841

First VENDOR

EDWARD WISNER DONATION THE

First VENDEE

COASTAL PROTECTION AND RESTORATION AUTHORITY

Index Type : CONVEYANCE

Inst Number : 1233215

Type of Document : TEMPORARY RIGHT OF WAY
AGREEMENT

Book : 2060

Page : 24

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

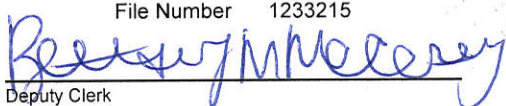
On (Recorded Date) : 01/18/2017

At (Recorded Time) : 10:37:22AM



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CLERK OF COURT
ANNETTE M. FONTANA
Parish of Lafourche
I certify that this is a true copy of the attached
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Recorded in Book 2060 Page 24
File Number 1233215


Deputy Clerk

Lafourche Parish Recording Page

Annette M. Fontana
CLERK OF COURT
PO BOX 818
303 W 3rd St
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First VENDOR

EDWARD WISNER DONATION THE

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Doc ID - 032825440032

Brandi M. Helbert
Deputy Clerk

Copy
certified

TEMPORARY EASEMENT, SERVITUDE

**CAMINADA BACK BARRIER MARSH
PROJECT B**

LAFOURCHE PARISH

STATE OF LOUISIANA

PARISH OF LAFOURCHE

THIS AGREEMENT, made and entered into this 20 day of July, 2016,
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, **BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE**; **THE SALVATION ARMY**, a Georgia corporation; **THE ADMINISTRATORS OF THE TULANE EDUCATIONAL FUND**; **WENDELL H. COOK, JR.**, individually, and as agent and attorney-in-fact for **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 and B; **P. HOLMES COOK**; **H. ELIZABETH COOK**; **EDWARD W. PENEGUY, JR.**, individually, and as agent and attorney-in-fact for **ROBERT O. PENEGUY, WILLIAM A. PENEGUY, JANE PENEGUY CASEY, ANNE LOUISE PENEGUY BLOUNT and MICHAEL J. PENEGUY**; **JAMES N. PENEGUY**, Trustee for Crocker and Leigh Investment Trust; **MARK E. PENEGUY**, individually and as agent and attorney-in-fact for **RICHARD A. PENEGUY, JR.**; **ELIZABETH P. GREEN**; **CHRISTOPHER T. PENEGUY**; and the **SUCCESSION OF DAVID CHARLES 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”)**, herein represented by and appearing through the Executive Director of CPRA, Michael Ellis, domiciled in East Baton Rouge Parish, Louisiana, 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 BACK BARRIER MARSH CREATION – INCREMENT II PROJECT BA-0193** (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, 4, 9 and 10 T23S-R23E, and in Sections 34, 35 and 36 T22S-R23E, Lafourche Parish, Louisiana, 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 except as limited herein below.

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, protect, defend, 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 sole 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 and shall include a waiver of subrogation in favor of GRANTOR. STATE acknowledges, declares and stipulates that GRANTOR has provided access and servitudes under 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 and obsolete structures 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 GRANTOR, as 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, as long as there is no interference with GRANTOR'S right.

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, beneficiaries, 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 thirty (30) years unless sooner released by STATE.

XI. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their heirs, beneficiaries, 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.

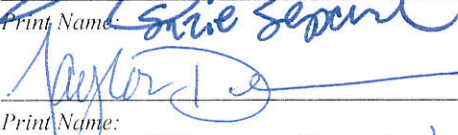
XIV. This Agreement shall be governed by Louisiana law and any litigation related to this Agreement shall be restricted to venue in the 19th JDC for the Parish of East Baton Rouge.

[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: Julie Securi


Print Name: TAYLOR DENSON

GRANTOR:

THE EDWARD WISNER DONATION,
THE CITY OF NEW ORLEANS, TRUSTEE
By: 

Mitchell J. Landrieu
Mayor, City of New Orleans
Date: 7/20/16

BOARD OF SUPERVISORS OF
LOUISIANA STATE UNIVERSITY AND
AGRICULTURAL AND MECHANICAL
COLLEGE

By: _____
Print Name:

Date: _____

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
as agent and attorney-in-fact
for 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:

Vicki George
Print Name: VICKI GEORGE

Linda Davis
Print Name: LINDA DAVIS

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

GRANTOR:

THE EDWARD WISNER DONATION,
THE CITY OF NEW ORLEANS, TRUSTEE

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

Date: _____

BOARD OF SUPERVISORS OF
LOUISIANA STATE UNIVERSITY AND
AGRICULTURAL AND MECHANICAL
COLLEGE

By: F. King Alexander
Print Name:

Date: August 3, 2014

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
as agent and attorney-in-fact
for 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:

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

GRANTOR:

THE EDWARD WISNER DONATION,
THE CITY OF NEW ORLEANS, TRUSTEE

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

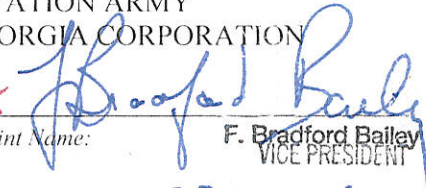
Date: _____

BOARD OF SUPERVISORS OF
LOUISIANA STATE UNIVERSITY AND
AGRICULTURAL AND MECHANICAL
COLLEGE

By: _____
Print Name:

Date: _____

SALVATION ARMY
A GEORGIA CORPORATION

By:  _____
Print Name: F. Bradford Bailey
VICE PRESIDENT

Date: July 28, 2016

THE ADMINISTRATORS OF THE
TULANE EDUCATIONAL FUND

By: _____
Print Name:

Date: _____

Wendell H. Cook, Jr., individually and
as agent and attorney-in-fact
for 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:

Print Name:

Print Name:

Print Name: Frances R. Vickers

Print Name: Kathleen White

Print Name:

Print Name:

GRANTOR:

THE EDWARD WISNER DONATION,
THE CITY OF NEW ORLEANS, TRUSTEE

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

Date: _____

BOARD OF SUPERVISORS OF
LOUISIANA STATE UNIVERSITY AND
AGRICULTURAL AND MECHANICAL
COLLEGE

By: _____
Print Name:

Date: _____

SALVATION ARMY
A GEORGIA CORPORATION

By: _____
Print Name:

Date: _____

THE ADMINISTRATORS OF THE
TULANE EDUCATIONAL FUND

By: _____
Print Name: Anthony P. LORINO

Date: 7/5/16

Wendell H. Cook, Jr., individually and
as agent and attorney-in-fact
for 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:

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

William D. Hays
William D. Hays

GRANTOR:

THE EDWARD WISNER DONATION,
THE CITY OF NEW ORLEANS, TRUSTEE

By: _____

Mitchell J. Landrieu
Mayor, City of New Orleans

Date: _____

BOARD OF SUPERVISORS OF
LOUISIANA STATE UNIVERSITY AND
AGRICULTURAL AND MECHANICAL
COLLEGE

By: _____

Print Name:

Date: _____

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
as agent and attorney-in-fact
for Christopher T. Cook,
Timothy M. Cook, Andrew J. Cook and
Kathy M. Temple

Date: 7/24/6

Print Name:

Print Name:

Patrick Holmes Cook
Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:


Print Name:

Print Name:

Print Name:

Print Name:

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


P. Holmes Cook
Date: 9-28-2016

H. Elizabeth Cook
Date: _____

Edward W. Peneguy, Jr., individually, and as
agent and attorney-in-fact for Robert O. Peneguy,
William A. Peneguy, Jane Peneguy Casey,
Anne Louise Peneguy Blount, and Michael J.
Peneguy
Date: _____

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

Mark E. Peneguy, individually and as agent and
attorney-in-fact for Richard A. Peneguy, Jr.,
Elizabeth P. Green, Christopher T. Peneguy and
the Succession of David Charles Peneguy
Date: _____

John P. Cook
Print Name: John P. Cook
Morgan Chapman
Print Name: Morgan Chapman

John P. Cook
John P. Cook, individually,
and as Trustee of the Jane Peneguy
Cook Family Trusts A and B
Date: 7-20-16

Print Name:

P. Holmes Cook

Date:

John P. Cook
Print Name: John P. Cook
Morgan Chapman
Print Name: Morgan Chapman

H. Elizabeth Cook
H. Elizabeth Cook
Date: 7/20/16

Print Name:

Edward W. Peneguy, Jr., individually, and as
agent and attorney-in-fact for Robert O. Peneguy,
William A. 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 and
Leigh Investment Trust
Date:

Print Name:

Print Name:

Mark E. Peneguy, individually and as agent and
attorney-in-fact for Richard A. Peneguy, Jr.,
Elizabeth P. Green, Christopher T. Peneguy and
the Succession of David Charles Peneguy
Date:

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

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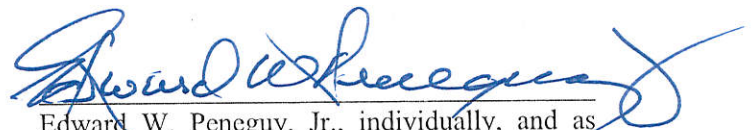
John P. Cook, individually,
and as Trustee of the Jane Peneguy
Cook Family Trusts A and B
Date: _____

P. Holmes Cook

Date: _____

H. Elizabeth Cook

Date: _____



Edward W. Peneguy, Jr., individually, and as
agent and attorney-in-fact for Robert O. Peneguy,
William A. Peneguy, Jane Peneguy Casey,
Anne Louise Peneguy Blount, and Michael J.
Peneguy
Date: July 8, 2016

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

Mark E. Peneguy, individually and as agent and
attorney-in-fact for Richard A. Peneguy, Jr.,
Elizabeth P. Green, Christopher T. Peneguy and
the Succession of David Charles Peneguy
Date: _____

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

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

P. Holmes Cook

Date: _____

H. Elizabeth Cook

Date: _____

Edward W. Peneguy, Jr., individually, and as
agent and attorney-in-fact for Robert O. Peneguy,
William A. Peneguy, Jane Peneguy Casey, and
Anne Louise Peneguy Blount
Date: _____

Michael J. Peneguy

Date: _____

James N. Peneguy, Trustee for Crocker and
Leigh Investment Trust
Date: 9/15/2015

Mark E. Peneguy, individually and as agent and
attorney-in-fact for Richard A. Peneguy, Jr.,
Elizabeth P. Green, Christopher T. Peneguy and
the Succession of David Charles Peneguy
Date: _____

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

Print Name:

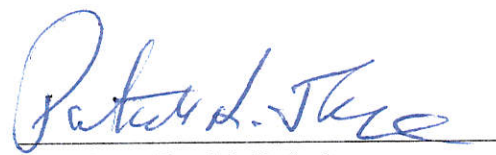
Print Name:

Print Name:

Print Name:

Print Name:

Print Name:


Print Name: Patrick R. Judge


Print Name: Colleen M. Judge

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

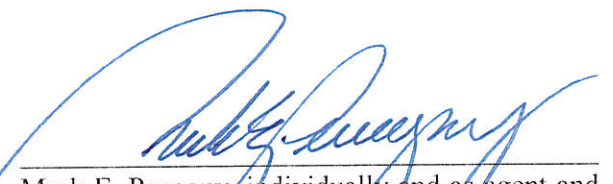
P. Holmes Cook
Date: _____

H. Elizabeth Cook
Date: _____

Edward W. Peneguy, Jr., individually, and as
agent and attorney-in-fact for Robert O. Peneguy,
William A. Peneguy, Jane Peneguy Casey, and
Anne Louise Peneguy Blount
Date: _____

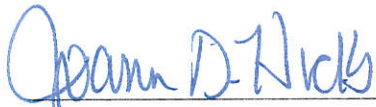
Michael J. Peneguy
Date: _____

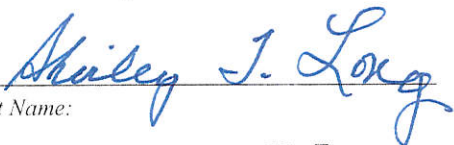
James N. Peneguy, Trustee for Crocker and
Leigh Investment Trust
Date: _____


Mark E. Peneguy, individually and as agent and
attorney-in-fact for Richard A. Peneguy, Jr.,
Elizabeth P. Green, Christopher T. Peneguy and
the Succession of David Charles Peneguy
Date: July 5, 2016

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

WITNESSES:


Print Name: **Joann D. Hicks**


Print Name: **Shirley T. Long**

COASTAL PROTECTION AND
RESTORATION AUTHORITY

By: 
Michael Ellis

Title: Executive Director

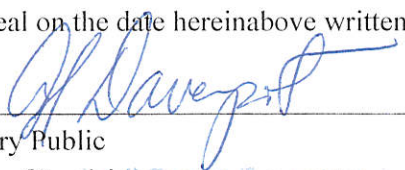
Date: 11/10/2014

ACKNOWLEDGMENT

STATE OF LOUISIANA
PARISH OF ORLEANS

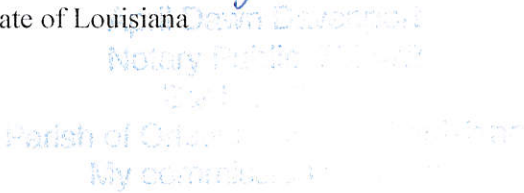
On this 20 day of July, 2016, before me appeared **Mitchell J. Landrieu**, to me personally known, who, being by me duly sworn, did say that he is the **Mayor of the City of New Orleans and the Trustee** under an Act of Donation by the late Edward Wisner passed before Robert Legier, Notary Public, on 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 _____, 2016, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he/she is the _____ of the **BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE**, 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 _____, 2016, 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.

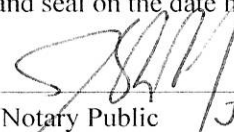
Notary Public
State of Louisiana

My commission expires at death.

STATE OF LOUISIANA
PARISH OF East Baton Rouge

On this 3rd day of August, 2016, before me appeared F. King Alexander, to me personally known, who, being by me duly sworn, did say that he/she is the President of the **BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE**, 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 / JAMES E. MARCHAND
State of Louisiana / La. Reg #09257

My commission expires at death.

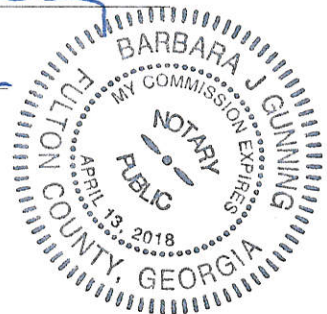
STATE OF Georgia
PARISH/COUNTY OF FULTON

On this 28th day of July, 2016, before me appeared F. Bradford Bailey, to me personally known, who, being by me duly sworn, did say that he/she is the VICE PRESIDENT 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.

Barbara J. Gunning
Notary Public
State of Georgia

My commission expires April 13, 2018



STATE OF LOUISIANA
PARISH OF ORLEANS

On this ___ day of _____, 2016, 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 _____, 2016, 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 as agent and attorney-in-fact for Christopher T. Cook, Timothy M. Cook, Andrew J. 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 _____, 2016, 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 5 day of July, 2016, before me appeared Anthony P. Larso, to me personally known, who, being by me duly sworn, did say that he/she is the SRP Operator & 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.

Wendell Swittle

Notary Public
State of Louisiana

My commission expires at death.

STATE OF MISSISSIPPI
COUNTY OF _____

On this ____ day of _____, 2016, 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 as agent and attorney-in-fact for Christopher T. Cook, Timothy M. Cook, Andrew J. 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 _____, 2016, 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 _____, 2016, 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 12th day of September, 2016, 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 as agent and attorney-in-fact for Christopher T. Cook, Timothy M. Cook, Andrew J. 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.

James S. Armstrong
Notary Public
State of Mississippi

My commission expires March 4, 2018.



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 and B, 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 MS
PARISH OF Rankin

On this 28 day of Sept, 2016, before me appeared **P. Holmes Cook**, to me personally known to be the person described in and who executed the foregoing instrument, and said appearer acknowledged that he/she executed the same as his/her 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.

My commission expires 12/25/14



CBurroughs
Notary Public
State of MS

STATE OF _____
PARISH OF _____

On this ____ day of _____, 2016, before me appeared **H. Elizabeth Cook**, to me personally known to be the person described in and who executed the foregoing instrument, and said appearer acknowledged that she executed the same as her own free act and deed for the purposes and considerations therein.

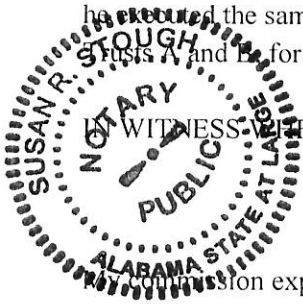
IN WITNESS WHEREOF, I have hereunto set my official hand and seal on the date hereinabove written.

Notary Public
State of _____

My commission expires _____.

STATE OF Alabama
COUNTY OF Tuscaloosa

On this 20th day of July, 2016, 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 and B for the purposes and considerations therein.



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

Susan R. Stough
Notary Public
State of Alabama @ Large

My commission expires June 27, 2018.

STATE OF _____
PARISH OF _____

On this ____ day of _____, 2016, before me appeared **P. Holmes Cook**, to me personally known to be the person described in and who executed the foregoing instrument, and said appearer acknowledged that he/she executed the same as his/her 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 _____

My commission expires _____.

STATE OF Alabama
PARISH OF Tuscaloosa County

On this 20th day of July, 2016, before me appeared **H. Elizabeth Cook**, to me personally known to be the person described in and who executed the foregoing instrument, and said appearer acknowledged that she executed the same as her 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.


Susan R. Stough
Notary Public
State of Alabama @ Large

My commission expires June 27, 2018.

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

On this 9th day of July, 2016, 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 as agent and attorney-in-fact for Robert O. Peneguy, William A. 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.

AMANDA S. BOURGEOIS, NOTARY PUBLIC
LA BAR ROLL NO. 33389
My Commission is for 1 if

STATE OF LOUISIANA
PARISH OF ST. TAMMANY

On this ____ day of _____, 2016, 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 _____, 2016, before me appeared **James N. Peneguy, as Trustee for Crocker and 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.

Notary Public
State of Louisiana

My commission expires at death.

STATE OF LOUISIANA

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

On this ____ day of _____, 2016, 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 as agent and attorney-in-fact for Robert O. Peneguy, William A. 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 LOUISIANA
PARISH OF ST. TAMMANY

On this ____ day of _____, 2016, 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.

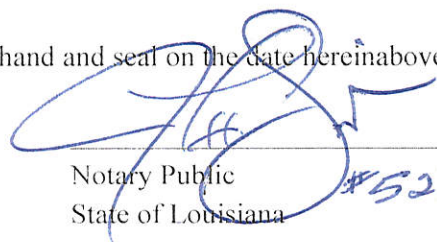
Notary Public
State of Louisiana

My commission expires at death.

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

On this 15th day of September, 2016, before me appeared **James N. Peneguy, as Trustee for Crocker and 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.



Notary Public
State of Louisiana #52746

My commission expires at death.


STATE OF LOUISIANA

STATE OF LOUISIANA

PARISH OF ORLEANS

On this 5th day of July, 2016, 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, Christopher T. Peneguy, and the Succession of David Charles 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.

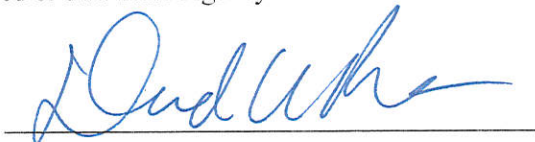

LYNNETTE F. JUDGE (LA Bar No. 18275)
NOTARY PUBLIC
My commission is issued for life.

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 10th day of November, 2016, personally came and appeared **Michael Ellis**, 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.



Print Name: David A. Peterson

NOTARY PUBLIC

Notary or Bar # 22591
My commission is for life
(SEAL)



OFFICIAL SEAL
David A. Peterson
BAR ROLL #22591
STATE OF LOUISIANA
My Commission is for Life

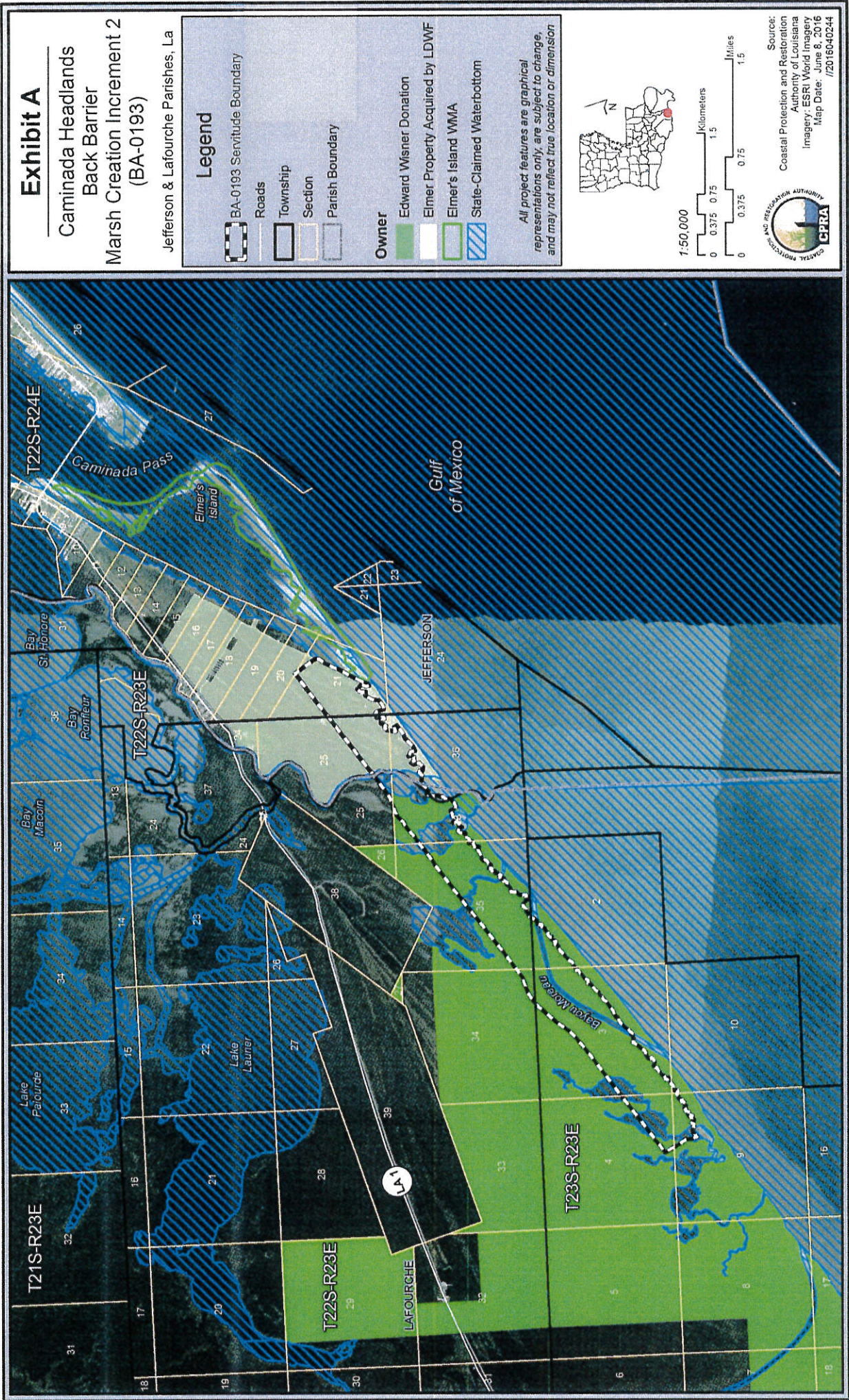


EXHIBIT B

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**, duly authorized by a resolution of the Edward Wisner Donation Advisory Committee, a copy of which is attached hereto, **BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE; THE SALVATION ARMY**, a Georgia corporation; **THE ADMINISTRATORS OF THE TULANE EDUCATIONAL FUND; WENDELL H. COOK, JR.**, individually, and as agent and attorney-in-fact for **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 and B; **P. HOLMES COOK; H. ELIZABETH COOK; EDWARD W. PENEGUY, JR.**, individually, and as agent and attorney-in-fact for **ROBERT O. PENEGUY, WILLIAM A. PENEGUY, JANE PENEGUY CASEY, ANNE LOUISE PENEGUY BLOUNT, and MICHAEL J. PENEGUY; JAMES N. PENEGUY**, Trustee for Crocker and Leigh Investment Trust; **MARK E. PENEGUY**, individually and as agent and attorney-in-fact for **RICHARD A. PENEGUY, JR., ELIZABETH P. GREEN, CHRISTOPHER T. PENEGUY, and the SUCCESSION OF DAVID CHARLES PENEGUY** (collectively, the “Grantor”), and the **COASTAL PROTECTION AND RESTORATION AUTHORITY** (“State”), dated the 20 day of July, 2016.

Project Activities and Features

- a. The right to construct (including the necessary excavation and/or filling), operate, maintain and monitor water control structures including all appurtenances thereto, in, over and across the said Lands;
- b. 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;
- c. The right to plug, close or fill selected channels, canals, ditches, streams or waterbodies located on said Lands;
- d. The right to deposit dredged 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 sediment deposition for marsh restoration and enhancement;
- e. The right to borrow, excavate, grade, and remove soil, vegetation and associated materials from the said Lands;
- f. The right to construct, operate, maintain and monitor channel improvements works on, over and across said Lands, including the right to enlarge, improve, deepen or realign existing channels, canals, ditches or other waterways;
- g. The right at the STATE’s cost and with prior notification to, and permission of, 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;
- h. 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;
- i. The right to post warning signs or notices on or near appropriate Project features on said Lands, as may be deemed necessary by STATE;
- j. The right to alter or remove structures and/or appurtenances constructed on said Lands by STATE pursuant to the Project;
- k. 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;

Edward Wisner Donation Servitude
Caminada Back Barrier Marsh Creation – Increment II Project BA-0193

l. The right to enter and traverse said Lands to access Project features located on adjacent lands;

m. The right, to permanently overflow, flood and submerge the said Lands, including the right to deposit dredged or sediment material on, over and across said Lands in connection with the operation and maintenance of the Project, and the continuing right to clear and remove any brush, debris and natural obstructions on said Lands which may be detrimental to the Project as determined by CPRA, its successors and assigns, provided that no excavation shall be conducted and no landfill placed on said Lands without GRANTOR'S approval as to the said location and method of excavation and/or placement of landfill; and

n. 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

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**, duly authorized by a resolution of the Edward Wisner Donation Advisory Committee, a copy of which is attached hereto, **BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE; THE SALVATION ARMY**, a Georgia corporation; **THE ADMINISTRATORS OF THE TULANE EDUCATIONAL FUND; WENDELL H. COOK, JR.**, individually, and as agent and attorney-in-fact for **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 and B; **P. HOLMES COOK; H. ELIZABETH COOK; EDWARD W. PENEGUY, JR.**, individually, and as agent and attorney-in-fact for **ROBERT O. PENEGUY, WILLIAM A. PENEGUY, JANE PENEGUY CASEY ANNE LOUISE PENEGUY BLOUNT, and MICHAEL J. PENEGUY; JAMES N. PENEGUY**, Trustee for Crocker and Leigh Investment Trust; **MARK E. PENEGUY**, individually and as agent and attorney-in-fact for **RICHARD A. PENEGUY, JR., ELIZABETH P. GREEN, CHRISTOPHER T. PENEGUY, and the SUCCESSION OF DAVID CHARLES PENEGUY** (collectively, the “Grantor”), and the **COASTAL PROTECTION AND RESTORATION AUTHORITY** (“State”), dated the 20 day of July, 2016.

Additional Terms and Conditions

a. 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-193 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.

b. 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.

c. 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.

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

e. 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 on Exhibit A, 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 confect a mutually agreeable 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.

f. 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.

g. GRANTOR and STATE acknowledge that two of the goals of the coastal restoration project ("Project") contemplated by this Servitude are climate mitigation and the enhancement of ecosystem services. STATE shall be entitled to all greenhouse gas and carbon offset/credits (and any monetary compensation or other benefit derived therefrom) related to the sequestration, uptake, or prevention of emission of greenhouse gases to the extent that such credits arise from and are directly related to the Project ("Carbon Credits"); provided however, the Carbon Credits may be shared by STATE and GRANTOR pursuant to a mutually agreed upon cooperative endeavor agreement ("CEA") executed by the parties hereunder as contemplated by La. Const. Art. VII Sec. 14(C) and La. R.S. 9:1103. Furthermore, if STATE intends to sell, assign, exchange or otherwise transfer the Carbon Credits in whole or in part in lieu of jointly developing them with Grantor under a CEA or otherwise, STATE agrees that Grantor shall have the preferential right and option to purchase those Carbon Credits from STATE at their then fair market value, subject to any applicable laws, rules, or regulations, including but not limited to any provisions thereof relating to public bids and competitive bids. All water, nutrient, endangered species, or other ecological or environmental banking or other credits (and any monetary compensation or other benefit derived therefrom) that arise from and are directly related to the Project excluding Carbon Credits (collectively "Other Eco Credits"), are not allocated to either party hereunder, except as may be provided by a mutually agreed upon CEA between STATE and GRANTOR. Neither STATE nor GRANTOR shall derive any monetary compensation or other benefit from the development of the Other Eco Credits to which they both may be entitled, except through their execution of one or more CEA's on mutually agreeable terms. Nothing herein is intended, however, nor should it be construed, to attribute Carbon Credits or Other Eco Credits to the STATE that relate to projects other than the Project that may affect GRANTOR's property, including said Lands.

h. 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.

i. The provisions of Article X of the Agreement notwithstanding, the Agreement shall be effective as of July 31, 2016, and shall remain in effect for a term of thirty (30) years from that date unless sooner released by STATE. If STATE has not awarded a contract for construction of the Project by July 31, 2021, 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, P.O. Box 44027, Baton Rouge, Louisiana 70804-4027.

EDWARD WISNER DONATION ADVISORY COMMITTEE

RESOLUTION

At the Committee Meeting of the **EDWARD WISNER DONATION ADVISORY COMMITTEE** (the **COMMITTEE**) held on June 28, 2016, at which at least a quorum of the Committee Members was present and acting throughout on motion, duly made, seconded and unanimously carried, the following resolution was adopted:

WHEREAS, Fourchon Beach is the fastest-eroding point in Louisiana with historic coastal retreat rates of 41.4 feet per year over the past 100 years:

WHEREAS, the **COMMITTEE** is devoted to protecting and restoring its property, the corpus of the Donation:

WHEREAS, the **COMMITTEE** has granted a servitude for the Caminada Headlands Beach Restoration and Dune Creation Project, Increment I (BA-45) and Increment II (BA-143) and for the Caminada Back Barrier Marsh Creation Project, Increment I (BA-171) to restore Wisner's beach and a portion of Wisner's back barrier marsh area in Lafourche Parish:

WHEREAS, Project BA-143 will be overwashed into the open waters behind the Headland and the sand lost to the system unless a marsh platform is restored behind the new beach and dunes:

WHEREAS, the Caminada Back Barrier Marsh Creation Project, Increment II (BA-193) will create approximately 246 acres of back barrier intertidal marsh and nourish 198 acres of emergent marsh behind 4 miles of Fourchon Beach recently restored by BA-45 and BA-143:

WHEREAS, the **COMMITTEE** recommends granting a Temporary Easement Servitude and Right-of-Way Agreement to the State of Louisiana through the Coastal Protection and Restoration Authority to construct the Caminada Back Barrier Marsh Creation, Increment II (BA-193):

RESOLVED, at the meeting of the **EDWARD WISNER DONATION ADVISORY COMMITTEE**, held June 28, 2016, the **COMMITTEE** recommends granting a Temporary Easement Servitude and Right-of-Way Agreement to the State of Louisiana through the Coastal Protection and Restoration Authority to construct the Caminada Back Barrier Marsh Creation, Increment II (BA-193). A motion to approve this resolution was made by William Peneguy, seconded by Tony Lorino. Voted on by the Committee and unanimously approved with no opposition.

CERTIFICATE

I, the undersigned Secretary Treasurer of the **EDWARD WISNER DONATION ADVISORY COMMITTEE**, hereby certify the above is a true, full, complete and correct copy of resolution unanimously adopted, on motion duly made and seconded, at a meeting of the **EDWARD WISNER DONATION ADVISORY COMMITTEE** held on June 28, 2016, at which at least a quorum of the Committee Members was present and that the resolution is duly entered into the minutes of said meeting, are now in full force and effect and have not been amended, changed, modified, rescinded, or repealed in any way.

WITNESS MY SIGNATURE this 4th day of October, 2016.



SECRETARY TREASURER/LAND MANAGER