# LICENSE APPLICATION

To remove sand, gravel or fill material from state owned water bottoms. Submit this application with a $25 application fee and a royalty fee of $_______, or in lieu of royalty fee, a bond in the amount of $_______. (See #16)

To Louisiana Department of Wildlife and Fisheries
Fill Material Section
P.O. Box 98000
Baton Rouge, LA 70898-9000

<table>
<thead>
<tr>
<th>1. Applicant's Name:</th>
<th>2. Name, address &amp; title of authorized agent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing Address:</td>
<td></td>
</tr>
<tr>
<td>Street Address, if different:</td>
<td></td>
</tr>
<tr>
<td>Phone: ( )___________________________</td>
<td>Phone: ( )___________________________</td>
</tr>
<tr>
<td></td>
<td>Phone: ( )___________________________ (office)</td>
</tr>
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3. Statement of authorization: I hereby designate and authorize ________________ to act on my behalf as my agent in the processing of this license application and to furnish, upon request, supplemental information in support of this application.

Signature of Applicant: ___________________________ Date: __________

<table>
<thead>
<tr>
<th>Dredge site information:</th>
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<tbody>
<tr>
<td>Waterbody: ____________</td>
</tr>
<tr>
<td>Latitude: ___________</td>
</tr>
<tr>
<td>Nearest town: __________</td>
</tr>
<tr>
<td>Parish: _______________</td>
</tr>
</tbody>
</table>

5. Estimated amount and type of material to be removed under this license, if granted:

- Sand, screened: ________ cu. yds
- Gravel, screened and washed: ________ cu. yds
- Gravel/Sand, unscreened: ________ cu. yds
- Fill material and/or fill sand: ________ cu. yds

If material is to be stored at a location other than permitted site, provide the following information:

Address or location of site: ___________________________
Latitude: ___________    Longitude: ___________
(Attach a copy of quadrangle map/s)

6. Detailed description of proposed activity (purpose and ultimate disposition of materials) indicate license class (Use a separate sheet, if necessary)

7. If dredging is to be conducted by anyone other than the applicant, provide their name, address and phone number.

8. If applicant is conducting dredging for another party, provide their name, address and phone number.

9. Method of removal of dredged material (circle as appropriate):

- Bucket Dredge
- Suction Dredge
- Cutterhead
- Other (specify): ____________________

10. Proposed beginning date of dredging: __________

11. Coastal Use Permit # __________ Date of Issue: __________ Expiration Date: __________
    CORP. Permit # __________ Date of Issue: __________ Expiration Date: __________

12. Application is hereby made for a license to authorize the activities described herein. I certify that I am familiar with the information contained in this application and that, to the best of my knowledge and belief, such information is true, complete, and accurate. I further certify that I possess the authority to undertake the proposed activities, or I am acting as the duly authorized agent of the applicant. I further stipulate that I have read and agree to abide by the conditions on the reverse of this application form and I understand my rights and obligations thereunder.

Signature of Applicant: ___________________________ Date: __________
Signature of Agent: ___________________________ Date: __________

revised 5/1/08
1. It is distinctly understood and agreed the DEPARTMENT may immediately and without notice of any character, terminate, cancel, revoke or suspend this LICENSE.

2. DEPARTMENT further reserves the right, and so agrees, to have the DEPARTMENT’S agents or representatives inspect the dredges, barges, boats, scows or other related equipment of any kind by which the said permitted material is removed, and to keep a check on the number of holding pits at the project stockpile site, and also to determine by whatever means it may deem necessary, the number of cubic yards of permitted material which have been removed from the hereinabove described beds or water bottoms, and to require the payment thereof.

3. LICENSEE agrees that a cross section survey of each dredge project will be completed by a Registered Professional Engineer or a Registered Professional Land Surveyor for the purpose of determining the quantity of material excavated. Upon completion of a cross section survey by a qualified engineer, LICENSEE agrees to have said engineer complete an affidavit giving pertinent details of the cross section survey. The Department will furnish an affidavit for this purpose. This affidavit will be used as an attachment in conjunction with all cross section surveys. LICENSEE further agrees that each dredge project taking place during the life of this license will be certified in this manner by his qualified engineer.

4. It is agreed that LICENSEE and not DEPARTMENT, shall be liable for any and all state, local, and federal taxes and fees due for any and all materials taken pursuant to this agreement including state severance taxes. It is further understood and agreed that the royalties paid pursuant to this license shall be in addition to, and not in lieu of, any and all state, local and federal taxes and fees, including state severance taxes.

5. DEPARTMENT reserves the right, and the said LICENSEE so agrees, to permit the DEPARTMENT'S authorized representatives to examine any and all of LICENSEE'S books, records and memoranda of whatever kind or nature, pertaining to or having any connection whatever with the removal or sale of said permitted material.

6. DEPARTMENT further reserves the right, and LICENSEE so agrees, to have the DEPARTMENT'S agents or representatives inspect the dredges, barges, boats, scows or other related equipment of any kind by which the said permitted material is removed, and to keep a check on the number of holding pits at the project stockpile site, and also to determine by whatever means it may deem necessary, the number of cubic yards of permitted material which have been removed from the hereinabove described beds or water bottoms, and to require the payment thereof.

7. LICENSEE agrees that it has or will acquire valid permits issued by the United States Army Corps of Engineers, the Louisiana Department of Natural Resources and any other agencies as may be required by law.

8. LIABILITY, HOLD-INALOSS, DEFENSE

9. LICENSEE agrees that it shall be liable and responsible for any and all damage or damages done, or which may be done by it, its agent, directors, or employees of any kind, whether such damage or damages be done to the property of the State or the property of an individual, firm or corporation, or to any person or persons.

10. The extent of a single license site in the Mississippi River, the Atchafalaya River, the Red River, the Pearl River (not including the West Pearl), the Calcasieu River below the saltwater barrier, the Ouachita/Black River south of the confluence of Bayou Bartholomew shall not exceed one linear mile and shall not extend across the geometric center line of the stream. The authorize license site on all other streams except designated Natural and Scenic Streams shall not exceed one linear half mile. Fill material, sand and gravel shall not be permitted to be removed from the bottom of any designated Natural and Scenic River without removal of such material is specifically allowed by statute.

11. LICENSEE further agrees, binds and obligates itself to notify the DEPARTMENT through the Fill Material License Section of the Department of Wildlife and Fisheries, in writing, at least ten (10) days prior to putting into actual service any and every dredge, barge, scow or barge used in the removal of the licensed material.

12. LICENSEE binds and obligates itself not to dredge within one hundred (100) yards of the dredging operations of any other operator holding a similar license from the Department of Wildlife and Fisheries.

13. It is distinctly understood and agreed the DEPARTMENT may immediately and without notice of any character, terminate, cancel, refuse or suspend this license at any time during the operation of removing licensed material from the permitted site if, in the judgement of the SECRETARY, said operation results in the pollution of the river or stream or otherwise is harmful to fish and wildlife.

14. Any person or firm found to be dredging without, or in violation of a validly issued license from this DEPARTMENT shall be subject to civil penalties pursuant to R.S. 3.56.2012.

15. License is non-transferable.

16. LICENSEE further agrees and obligates itself to execute and furnish to the DEPARTMENT, in advance of issuance of the license, a bond or irrevocable letter of credit in the manner prescribed by law, according to the following scale:

<table>
<thead>
<tr>
<th>TYPE OF MATERIAL</th>
<th>Fill Material and/or Fill Sand</th>
</tr>
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<tbody>
<tr>
<td>0 to 5,000 cu.yds.</td>
<td>$1,000</td>
</tr>
<tr>
<td>5,001 to 10,000 cu.yds.</td>
<td>$2,000</td>
</tr>
<tr>
<td>10,001 to 50,000 cu.yds.</td>
<td>$10,000</td>
</tr>
<tr>
<td>50,001 to 100,000 cu.yds.</td>
<td>$20,000</td>
</tr>
<tr>
<td>100,001+ cu.yds.</td>
<td>$5,290/total cu.yds.</td>
</tr>
</tbody>
</table>

The minimum amount of this bond shall be calculated according to the known volume (Historical Capacity) of all existing pits at stockpile site. This bond or irrevocable letter of credit shall designate the DEPARTMENT as payee or beneficiary with a surety company authorized to do business in Louisiana as surety thereon, assuring that it will faithfully, promptly, and diligently carry out and perform all of the conditions and obligations imposed, described and assumed in this license, including but not limited to the payment of all royalties. A certified copy of such bond must be submitted to the Department of Wildlife and Fisheries before commencement of any dredging operation.
Date: ______________

Subject: License for dredging fill material

Dear ________________:

Your Name

Please review and concur on the following statement regarding the issuance of license by the Louisiana Department of Wildlife and Fisheries:

“I have been advised and do understand that by applying for and accepting a license issued by the Louisiana Department of Wildlife and Fisheries, I am being allowed to engage in an activity which would otherwise be prohibited by law. I specifically agree to abide by all State and Federal laws, all regulations enacted by the Louisiana Department of Wildlife and Fisheries commission, and other State and Federal agencies, and by all other terms and conditions of the license I am being issued. I understand that the license for which I am applying may be canceled or revoked with or without cause at anytime by the Louisiana Department of Wildlife and Fisheries. I agree to immediately surrender the license issued to me upon demand made upon me by any employee of the Louisiana Department of Wildlife and Fisheries. I understand that my failure to fully and completely comply with the laws, regulations, terms and conditions referred to herein will result in the immediate revocation or cancellation of this and any and all other license issued to me and that I may be denied future license as consequence of my actions. I understand and agree that any license issued to me by the Louisiana Department of Wildlife and Fisheries is in the nature of a privilege which is being voluntarily extended to me by the Department and any failure on my part to cooperate fully by the Department or any of its employees can result in the loss of the privilege conferred and the denial of future requests of license. By accepting this license, I evidence my agreement to be bound by all conditions and stipulations set forth herein.”

___________________________________________

Signature          Date