

Draft Environmental Assessment Fourchon Beach Shoreline Protection

Greater Lafourche Port Commission, Lafourche
Parish, Louisiana
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FEMA

U.S. Department of Homeland Security
Federal Emergency Management Agency, Region VI
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LIST OF ACRONYMS

APE	Area of Potential Effects
BBBS	Barataria Basin Barrier Shoreline
BFE	Base Flood Elevation
BP	British Petroleum
CAA	Clean Air Act
CBRA	Coastal Barrier Resources Act
CBRS	Coastal Barrier Resources System
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CFR	Code of Federal Regulations
CWA	Clean Water Act
CWPPRA	Coastal Wetlands Planning, Protection, and Restoration Act
CZMA	Coastal Zone Management Act
DELO	Deputy Environmental Liaison Officer
DFIRM	Digital Flood Insurance Rate Map
DWH	Deepwater Horizon
EA	Environmental Assessment
EDMS	Electronic Data Management System
EFH	Essential Fish Habitat
EHP	Environmental and Historic Preservation
EIS	Environmental Impact Statement
EO	Executive Order
FEMA	Federal Emergency Management Agency
FIRM	Flood Insurance Rate Map
FONSI	Finding of No Significant Impact
FPPA	Farmland Protection Policy Act
GLPC	Greater Lafourche Port Commission
GMFMC	Gulf of Mexico Fishery Management Council
GOHSEP	Governor's Office of Homeland Security and Emergency Preparedness
HP	Historic Preservation
HTRW	Hazardous, Toxic and Radioactive Waste
LDEQ	Louisiana Department of Environmental Quality
LDNR	Louisiana Department of Natural Resources
LDWF	Louisiana Department of Wildlife and Fisheries
LGS	Louisiana Geological Survey
LNHP	Louisiana Natural Heritage Program
LOOP	Louisiana Offshore Oil Port
LSU	Louisiana State University
MVN	Mississippi Valley New Orleans District Office
NEPA	National Environmental Policy Act
NFIP	National Flood Insurance Program
NHPA	National Historic Preservation Act
NMFS	National Marine Fisheries Service
NOAA	National Oceanic and Atmospheric Administration
NRHP	National Register of Historic Places
NRCS	Natural Resources Conservation Service

NWI	National Wetlands Inventory
PA	Programmatic Agreement
PA Program	Public Assistance Program
RCRA	Resource Conservation and Recovery Act
SCS	Soil Conservation Service
SFHA	Special Flood Hazard Area
SHPO	State Historic Preservation Office/Officer
USACE	United States Army Corps of Engineers
USC	United States Code
USDA	United States Department of Agriculture
USEPA	United States Environmental Protection Agency
USFWS	United States Fish and Wildlife Service
USGS	United States Geological Survey

DRAFT

1.0 INTRODUCTION

1.1 Project Authority

Hurricane Katrina made landfall on August 29, 2005, in southeast Louisiana near Buras-Triumph, Plaquemines Parish as a Category 3 storm. Maximum sustained winds at landfall were estimated at 120 miles per hour and were accompanied by a strong and damaging storm surge well above normal high tide. Hurricane Ike made landfall on September 13, 2008, near Galveston, Texas, as a strong Category 2 storm. Maximum sustained winds at landfall were estimated at 110 mph, with gusts of 125 mph. President George W. Bush declared major disasters for the State of Louisiana and signed disaster declaration FEMA-1603-DR-LA on August 29, 2005 for Hurricane Katrina, and FEMA-1792-DR-LA on September 13, 2008 for Hurricane Ike, authorizing the Department of Homeland Security's Federal Emergency Management Agency (FEMA) to provide federal assistance in designated areas of Louisiana.

The Greater Lafourche Port Commission (GLPC) requested through the State of Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) that FEMA provide disaster assistance through the provision of federal grant funding pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), PL 93-288, as amended. Section 406 of the Stafford Act authorizes FEMA's Public Assistance Program (PA Program) to fund projects to repair, restore, and replace facilities damaged as a result of the declared events.

GLPC was deemed eligible by FEMA for federal disaster public assistance as an eligible applicant serving the needs of the general public. The damaged shoreline protection system is located in Fourchon Beach in Lafourche Parish, Louisiana (Figure 1). The Fourchon Beach shoreline was severely damaged by wave action associated with Hurricane Katrina and Hurricane Ike. The original shoreline protection consisted of "boudin bags" filled with concrete and goby mats. Hurricane Katrina washed away approximately 20,000 cubic yards of sand from Fourchon Beach, at the location for the Caminada Headland Beach and Dune Restoration project sponsored by the State of Louisiana (www.ocpr.louisiana.gov/crm/coastres). The shoreline protection project was constructed in 1986 and consisted of three (3) layers of seaform bags placed along 5,000 feet of shoreline. The eastern 2,000 linear feet of the project was also protected with concrete revetment scour mats. The area between the bags and the dunes was backfilled with dredged material from Belle Pass. A containment dike was constructed on the back of the beach to hold the dredged material in place as it was slurried onto the beach between the seaform bags and the dike. The distance landward from the seaform bags to the containment dike was 250 feet. Craig Frampton, FEMA Coastal Engineering Specialist, estimated that storm surges generated by Hurricanes Lili, Katrina, Gustav and Ike in combination washed away approximately 73,496.30 cubic yards of backfilled sand, 1700 square yards of filter cloth, 94 revetment scour mats, 188 anchor bolts, and 752 linear feet of grout.

This Environmental Assessment (EA) has been prepared in accordance with the National Environmental Policy Act (NEPA) of 1969, the President's Council on Environmental Quality regulations to implement NEPA (40 Code of Federal Regulations [CFR] Parts 1500-1508), and

FEMA's regulations implementing NEPA (44 CFR Part 10). FEMA is required to consider potential environmental impacts before funding or approving actions and projects. The purpose of this EA is to analyze the potential environmental impacts of the proposed Fourchon Beach Shoreline Protection construction and installation of a Geotube System project. FEMA will use the findings in this EA to determine whether to prepare an Environmental Impact Statement (EIS) or a Finding of No Significant Impact (FONSI).

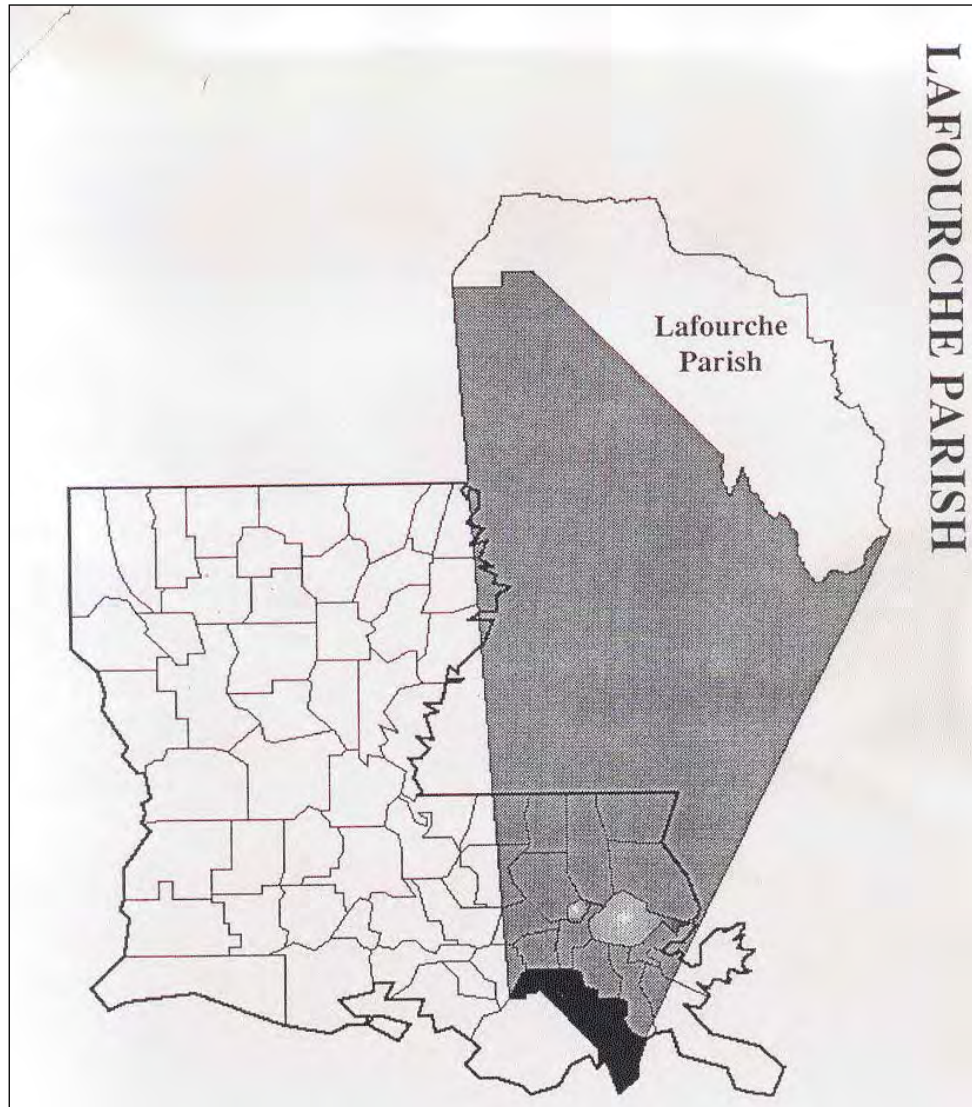


Figure 1 – Lafourche Parish, Louisiana (<http://www.lafourchegov.org/parishimages>)

1.2 Area Description

Lafourche Parish is located in southeast Louisiana and covers approximately 1,469 square miles (Figure 1). It is bordered by the Gulf of Mexico to its south, Terrebonne Parish to its west, Assumption Parish to its northwest, St. John Parish and St. James Parish to its north, and St. Charles Parish and Jefferson Parish to its east. There are three incorporated municipalities in

Lafourche Parish: Thibodaux (parish seat), Lockport, and Golden Meadow. Lafourche Parish contains marshes, sandy ridges, bodies of water, and natural levees, which provide habitat for a wide range of wildlife such as deer, nutria, alligators, fish, shellfish, etc. (www.lafourchegov.org). According to the 2010 Census (U.S. Census Bureau), the parish population was 96,318 residents.

Industries are related to agriculture, fishing, shipbuilding, offshore oil exploration and production as well as port facilities, which service 90% of all deepwater oil production in the Gulf of Mexico. Over 250 companies occupy Port Fourchon, which is located at the southern end of the parish at the Gulf of Mexico.

1.3 Project Location

Fourchon Beach is part of the Caminada barrier headland, which is the principal feature of the Bayou Lafourche barrier system. The headland maintains the integrity of the Gulf shoreline and helps to protect interior coastal wetlands from further deterioration. It also protects Port Fourchon.

Port Fourchon plays a strategic role in furnishing the country with up to 18% of its entire oil supply. Domestically, Port Fourchon services 90% of all deepwater oil production in the Gulf of Mexico, where America gets one-third of its domestic oil supply. Port Fourchon is the land base for LOOP (Louisiana Offshore Oil Port), which handles 10-15% of the nation's foreign oil and is connected to 50% of U.S. refining capacity. Major roadways in Lafourche Parish are U.S. Highway 90 and Louisiana Highways 1, 20, 24 and 308 (Lafourche Parish government website, 2012).

GLPC has determined that the current shoreline protection structure would be too difficult to repair and, furthermore, that the improved project would allow for increased protection for the area (Figure 2). Therefore, GLPC requested approval and federal grant funds for an improved project to construct and install a 5,500 linear feet Geotube System that would consist of placing pre-fabricated geo-synthetic tubes filled with sand directly behind and on the same alignment as the existing damaged “boudin bags”. In addition, staging activities would occur within the right-of-way at the end of A.O. Rappelet Road adjacent to the beach and at the end of an unimproved access road to the west off of Chevron Road also adjacent to the beach (Figure 3). Sand for the filling of the geotubes and backfilling around the structures once they are installed would be brought to the location by the Contractor.

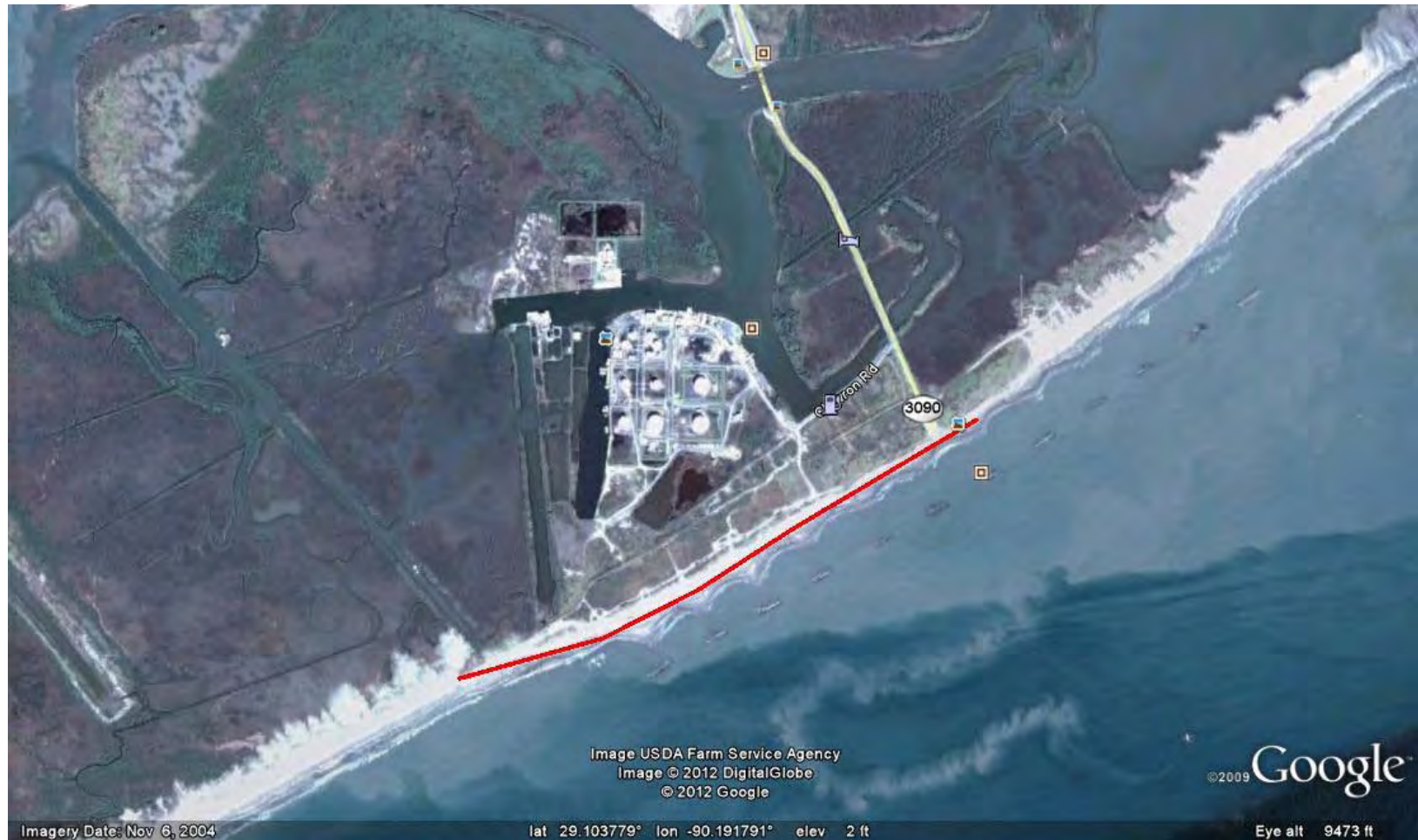


Figure 2 – Fourchon Beach Restoration Location (Google Earth, 2012)



Figure 3 – Fourchon Beach Restoration Geotube location and staging areas (Google Earth, 2012)

2.0 PURPOSE AND NEED FOR THE PROPOSED ACTION

The objective of FEMA's PA Grant Program is to provide assistance to state, tribal and local governments and eligible Private Nonprofit (PNP) organizations so that communities can quickly respond to and recover from major disasters or emergencies declared by the President.

Through the PA Program, FEMA provides supplemental federal disaster grant assistance for debris removal, emergency protective measures, and the repair, replacement, or restoration of disaster-damaged, publicly owned facilities and the facilities of eligible PNP organizations. The PA Program also encourages protection of these damaged facilities from future events by providing assistance for hazard mitigation measures during the recovery process.

Coastal erosion and wetland deterioration are serious and widespread problems affecting Louisiana's coastal zone. Coastal Louisiana has experienced a net decrease of 1,883 square miles of land between 1932 and 2010. Over just a four year period between 2004-2008, Hurricanes Katrina, Rita, Gustav, and Ike transformed approximately 328 square miles of marsh to open water – an amount that exceeded total land loss for the approximately 25 year period between 1978-2004. Currently, Louisiana has 37% of the estuarine herbaceous marshes in the conterminous United States and accounts for 90% of coastal wetland loss in the lower 48 states. Land loss rates on the Louisiana coast have slowed from an average of more than 30 square miles per year between 1956 and 1978, to an estimated 16.57 square miles per year from 1985 to 2010 (<http://www.ocpr.louisiana.gov/coastalfacts.asp>).

In order to restore the lost functions and resources that were destroyed as a result of Hurricanes Katrina and Ike, GLPC seeks federal grant funds to construct the eligible beach erosion control facility in a location directly behind and on the same alignment as the existing damaged facility.

This project is needed to support implementation of the long-term community recovery plan by providing increased protection of the beach shoreline and eliminating gaps in the resources available by expanding marshes, creating essential fish habitat, and reducing storm surge risk to vital energy supply facilities.

3.0 ALTERNATIVES CONSIDERED

3.1 Alternative 1 - No Action

Implementation of the No Action Alternative would entail no construction or replacement of the "boudin bags" damaged by Hurricane Katrina and exacerbated by Hurricane Ike. Consequently, the benefits of the upcoming Caminada Headland Beach and Dune Restoration project sponsored by the State of Louisiana would be diminished by the degraded state of the "boudin bags", as the area could be further damaged by high-frequency storm events. The community would be deprived of the economic recompense granted in the original project funding. No Action would forego opportunities to expand marshes, create essential fish habitat, and reduce storm surge risk.

3.2 Alternative 2 – Construct Geotube System located directly behind and on same alignment as existing “boudin bags” – Proposed Action

GLPC seeks FEMA PA federal grant funds for an improved project to construct a 5,500 linear feet Geotube System located directly behind and on the same alignment as existing “boudin bags”. The “boudin bags” primary function was to prevent erosion and protect Port Fourchon. Construction of the beach erosion control facility has been chosen by GLPC as the desired practicable alternative because the current structure has been damaged to a state that renders repair to be technically and economically infeasible. In addition, the project would extend protection eastward from the existing geotubes (approximately at the eastern end of the breakwaters) to the eastern end of Bay Champagne. It is intended to restore lost wetlands, trap sediment, reduce open water fetch, and provide improved essential fish habitat. Figures 4 through 6 depict the construction of the new Geotube System with the same alignment as the existing “boudin bags”. Site construction plans are found in Appendix E.

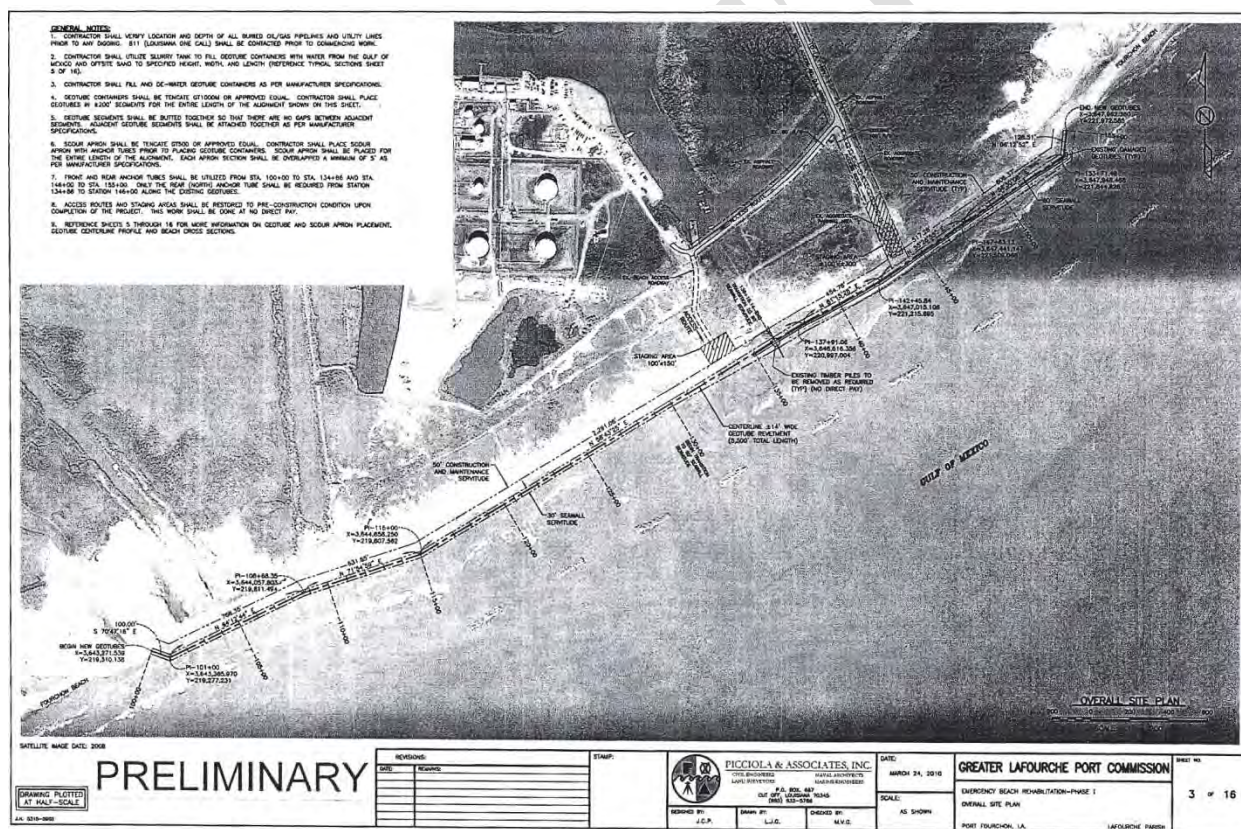


Figure 4 – Fourchon Beach Geotube System Site Plan (Picciola & Associates, 2010)

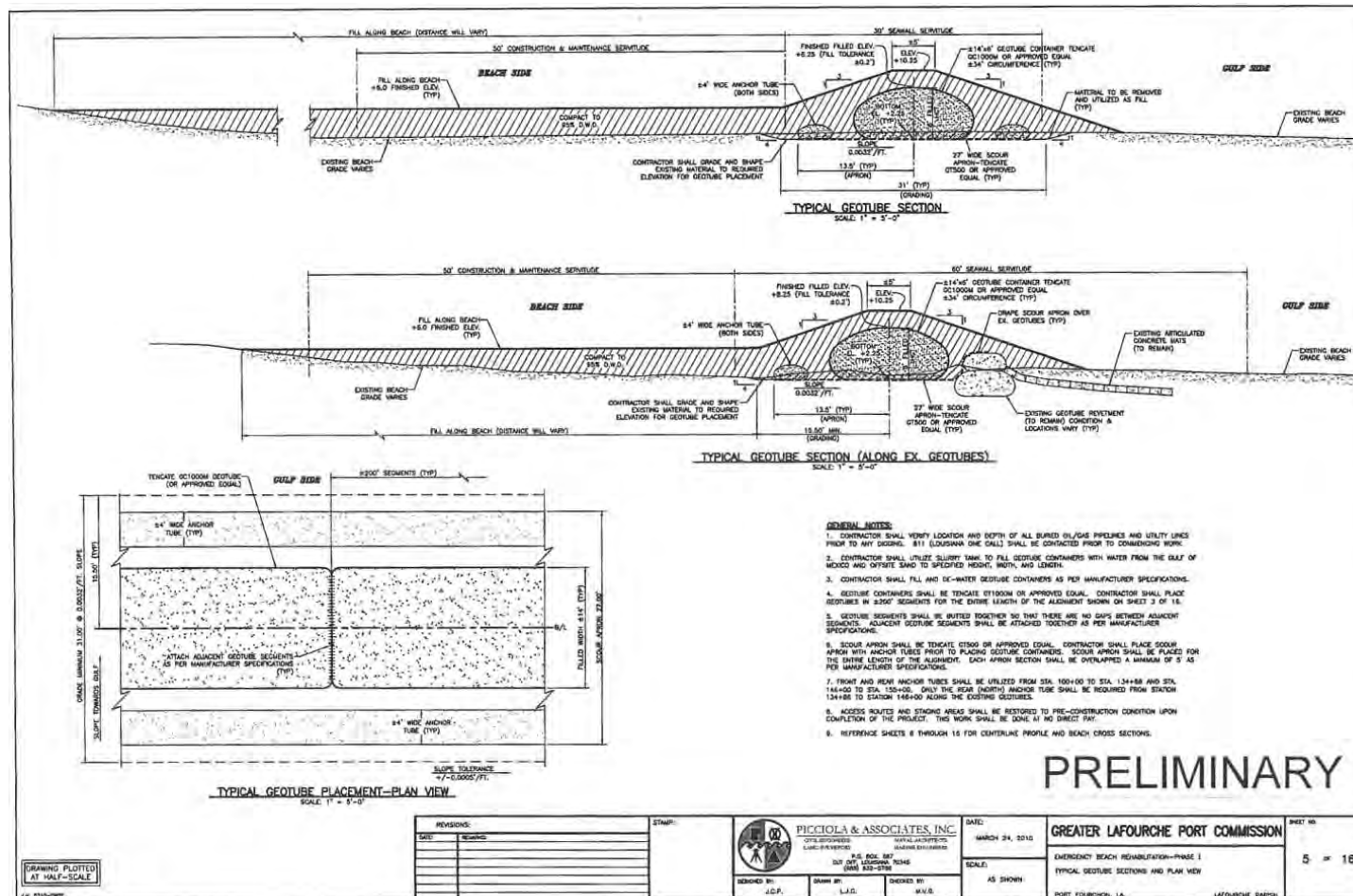


Figure 5 – Fourchon Beach Geotube System Detail Plan View (Picciola & Associates, 2010)

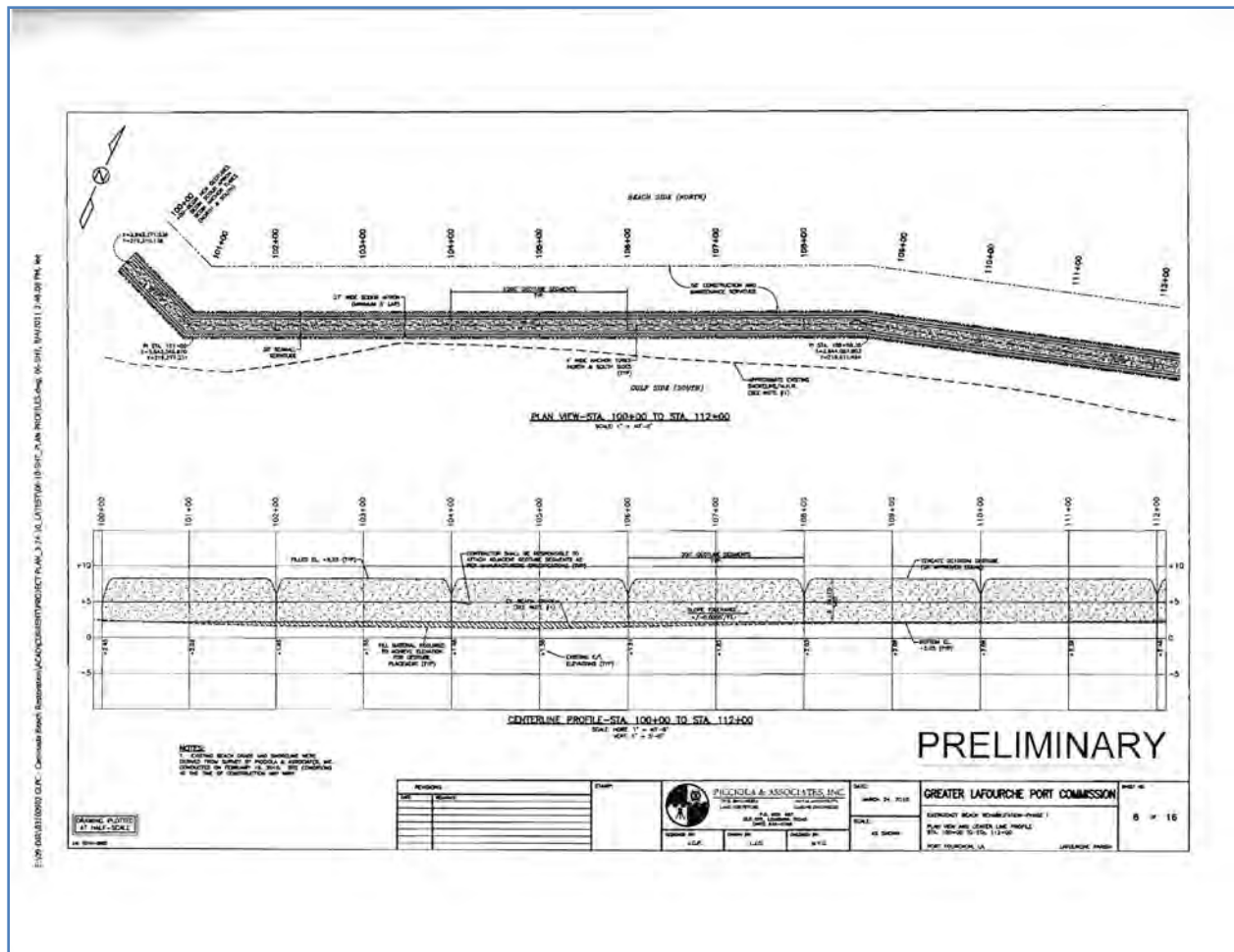


Figure 6 – Plan and Centerline Profile Details (Picciola & Associates, 2010)

3.3 Alternative 3 – Replace eroded sand fill and damaged top and center bags

This alternative would repair the damaged “boudin bags” beach erosion control facility at the original site to pre-disaster configuration, function, and capacity. Placement of new materials on the site would be necessary to complete the reconstruction. The facility would be constructed within the respective original footprint and would include replenishing lost sand and replacing the destroyed “boudin bags”. Due to the logistics of repairing and replacing the “boudin bags”, community leaders have determined the alternative to replace the facility at the original site is not practicable, desirable, or feasible. However, as this alternative meets the purpose and need of the proposed action, it will also be analyzed in the remainder of this EA.

4.0 AFFECTED ENVIRONMENT AND IMPACTS

4.1 Physical Resources

4.1.1 Geology and Soils

Per the United States Department of Agriculture (USDA), Soil Conservation Service (SCS), Lafourche Parish lies entirely within the Mississippi River Delta (Figure 7). Elevation ranges from about 15 feet above mean sea level along the natural levees of Bayou Lafourche, north of Thibodaux, to sea level near the Gulf of Mexico. Only about 7 percent of the parish is at an elevation of 5 feet or more above sea level. The vast expanses of swamps and marshes in the parish are at sea level. Several areas of marsh, however, are drained and are 2 to 6 feet below sea level (USDA SCS, 1981).

The soils formed in decomposed plant remains and in alluvium deposited by Bayou Lafourche, which was once a channel of the Mississippi River; the Atchafalaya River; and their distributaries. The main physiographic features are the natural levees along streams and the backswamps, marshes and sandy ridges along the coast of the Gulf of Mexico. About 64 percent of the total area of the parish consists of swamps and marshes, 18 percent of natural levees, and less than 0.5 percent of sandy ridges. The rest of the area is water.

Loamy soils are dominant on the highest positions of the natural levees, and clayey soils are dominant on the low positions of the natural levees and in backswamps. Semifluid, organic soils are dominant in the marshes.

Most of the soils in marshes, swamps, and other frequently flooded areas contain native vegetation and are used for wildlife habitat, recreation, and timber production. Most of the soils on the natural levees are used for cultivated crops, mainly sugar cane.

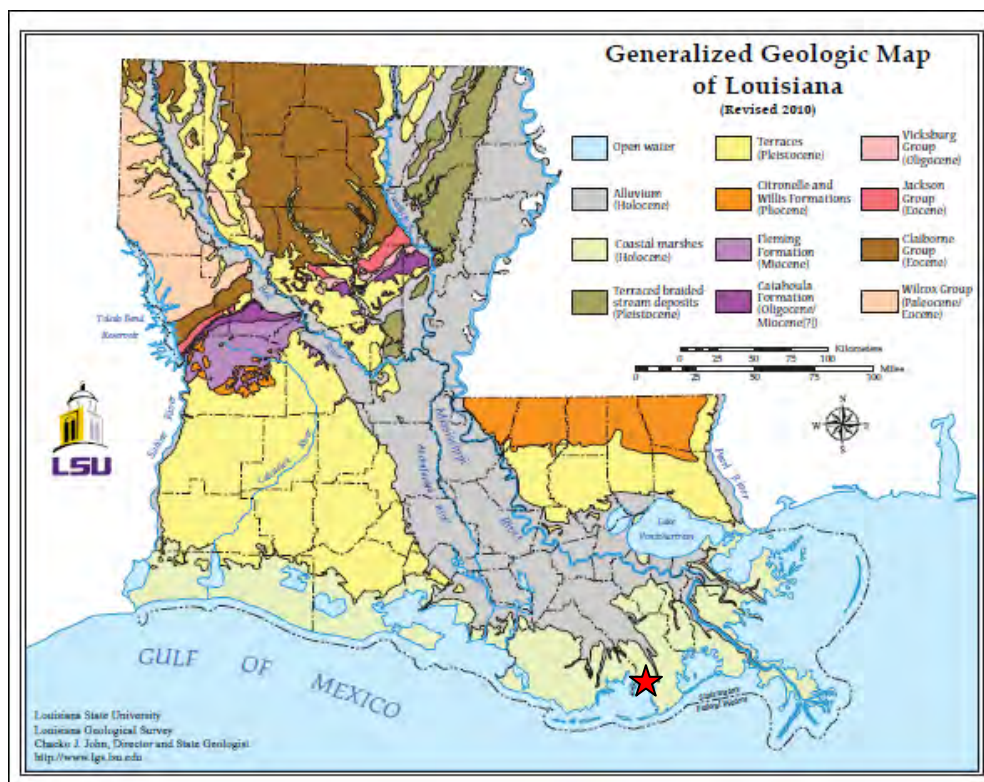


Figure 7 – General Geology Map of Louisiana (LGS, 2010)

Soils in the vicinity of the proposed project site include the Felicity loamy fine sand and Scatlake muck (Figures 8 and 9, USDA, 2012). The Felicity loamy fine sand is a very gently sloping, somewhat poorly drained, saline, sandy soil on low ridges along the coast of the Gulf of Mexico with elevations ranging from about 1 foot to 3 feet above sea level. The soil is subject to flooding by saltwater during high storm tides.

Scatlake muck is a level, very poorly drained, semifluid, mineral soil in saline marshes. It is ponded and flooded most of the time, and generally parallels the natural waterways. During storms, tides from the Gulf of Mexico cover this soil with 2 or 3 feet of water.

These soils are used mostly as wetland wildlife habitat and extensive forms of recreation. A small acreage of Scatlake muck is oil- and gasfields. They are not suited for cultivated crops, pasture, or woodland, as flooding, wetness, and salinity are the main limitations.

4.1.1.1 Farmland Protection Policy Act

The Farmland Protection Policy Act (FPPA: P.L. 97-98, Sec. 1539-1549; 7 U.S.C. 4201, *et. seq.*) was enacted in 1981 to minimize the unnecessary conversion of farmland to non-agricultural uses as a result of federal actions. Programs administered by federal agencies must be compatible with state and local farmland protection policies and programs. The Natural Resources Conservation Service (NRCS) is responsible for protecting significant agricultural lands from irreversible conversions that result in the loss of an essential food or environmental source.

Prime farmland is characterized as land with the best physical and chemical characteristics for production of food, feed, forage, fiber and oilseed crops (USDA, 1981).

Soils in these areas are not considered prime farmland and are exempt from the Prime Farmland Protection Policy Act; therefore, no prime farmlands will be impacted.



Figure 8 - Web Soil Survey National Cooperative Soil Survey (NRCS, 2012)

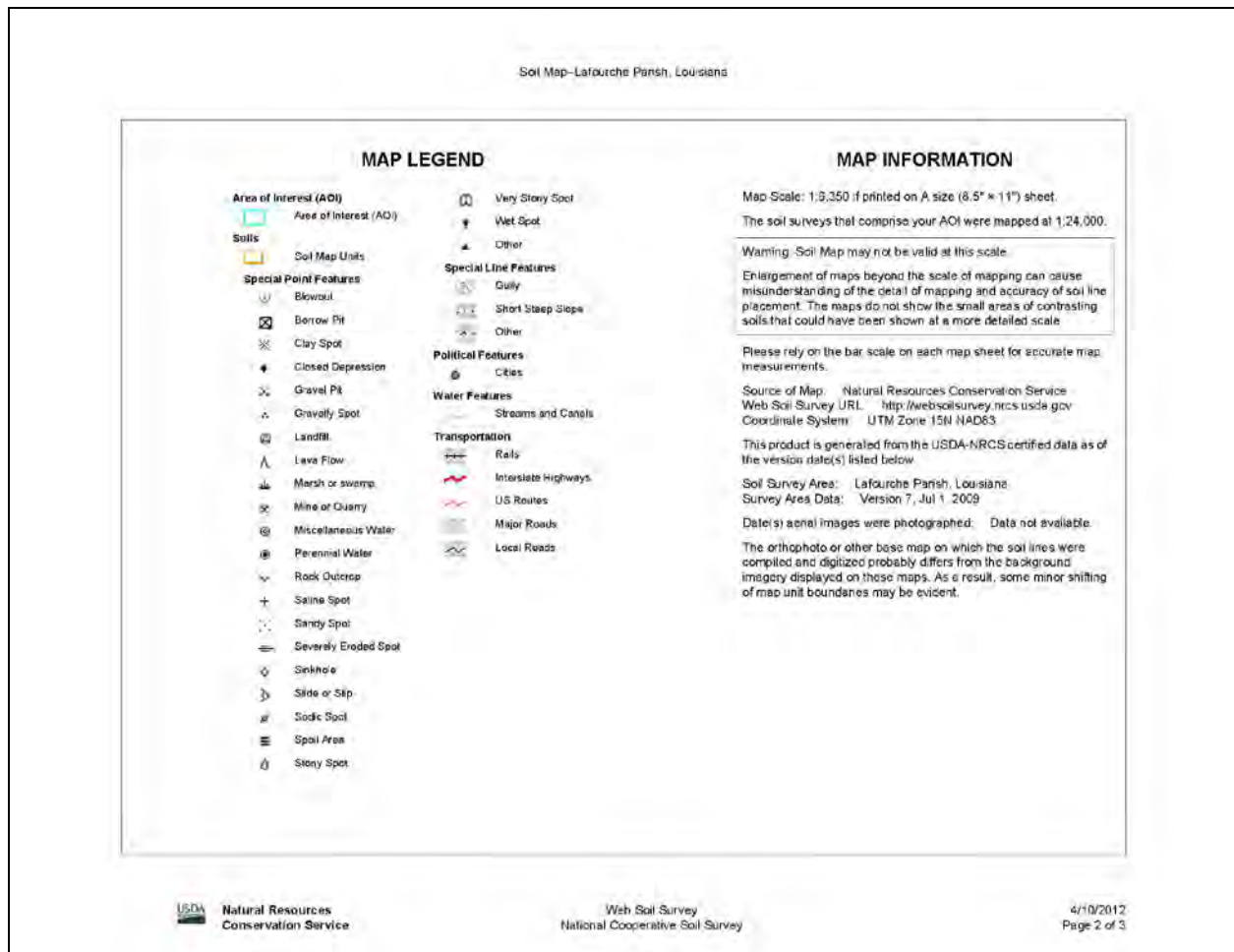


Figure 9 - Web Soil Survey Legend (NRCS, 2012)

Alternative 1 – No Action: Implementation of the No Action alternative would not impact the soils or geologic processes known for the area. The No Action alternative would not result in conversion of farmland to non-agricultural uses.

Alternative 2 – Construct Geotube System located directly behind and on same alignment as existing “boudin bags” – Proposed Action: Construction of the new facility directly behind and on the same alignment as existing “boudin bags” would not adversely impact or cause significant adverse disturbance of geology or soils as part of the construction. This alternative would also not result in conversion to non-agricultural uses of any prime, or state-wide and locally important farmlands. Project activities would be required by the Louisiana Department of Environmental Quality (LDEQ) to observe precautions to control nonpoint source pollution from construction activities and further, would also be required to obtain permits to implement the required conditions (LDEQ, 2011 – Appendix B).

Alternative 3 – Replace eroded sand fill and damaged top and center bags: Implementation of this alternative would not adversely impact or cause significant adverse disturbance of geology

or soils as part of the construction. This alternative would also not result in conversion to non-agricultural uses of any prime, or state-wide and locally important farmlands.

4.1.1.2 State Water Bottom Management

The State of Louisiana Waterbottom Permits and Leases Sub-Program (Louisiana Revised Statutes 41:1701-1714) provides for the permitting and leasing of structures and facilities on non-eroded waterways and for reclamation and fill of non-eroded areas. It also provides for permits and leases for the construction and maintenance of wharves, piers, docks, and other commercial structures on navigable waterbottoms.

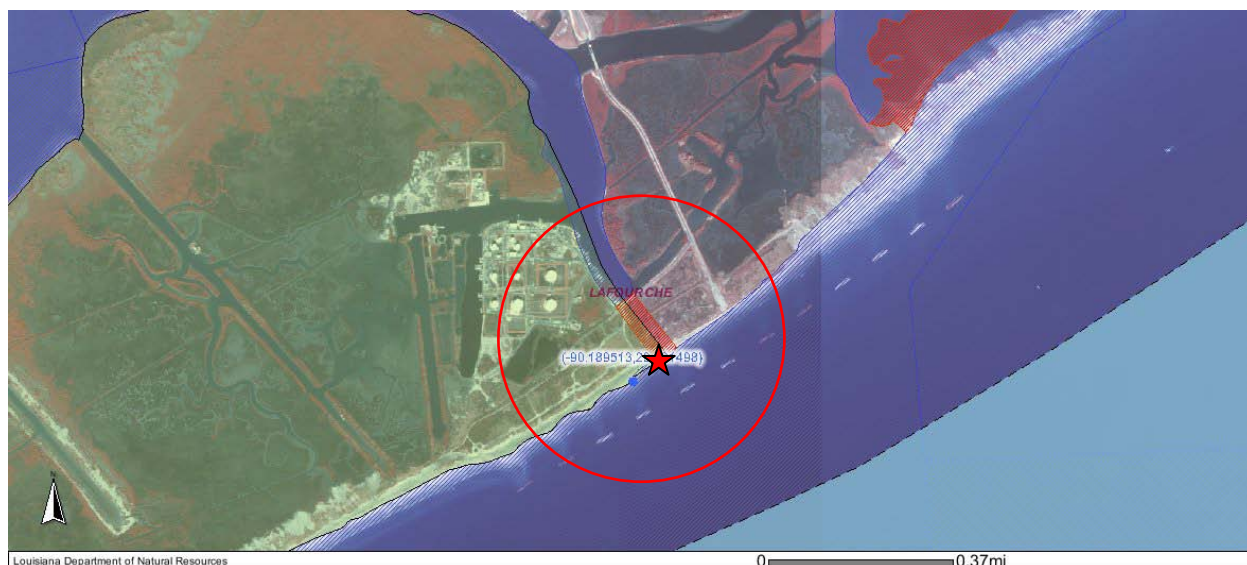


Figure 10 - Louisiana State Claimed Water Bodies, Blue Diagonal Highlights (Louisiana Division of Administration, 2012)

The beds and bottoms of all navigable waters and the banks or shores of bays, arms of the sea, the Gulf of Mexico, and navigable lakes belong to the State of Louisiana, and the policy of the state is declared to be that these lands and water bottoms, referred to as "public lands", shall be protected, administered, and conserved to best ensure full public navigation, fishery, recreation, and other interests (Figure 10). Unregulated encroachments upon these properties may result in injury and interference with the public use and enjoyment and may create hazards to the health, safety, and welfare of the citizens of the state.

To provide for the orderly protection and management of these state-owned properties and serve the best interests of all citizens, the lands and water bottoms, except those excluded and exempted and as otherwise provided by law, shall be under the management of the Louisiana Department of Natural Resources (LDNR). The State Land Office is responsible for the control, permitting, and leasing of encroachments upon public lands, in accordance with the laws of Louisiana and the United States.

Division of State Lands Permit

The State of Louisiana owns the beds and bottoms of many waterways. This ownership generally extends to the average low water shoreline in rivers and other streams with ownership in most lakes, bays, sounds, and similar water bodies and in the Gulf of Mexico extending to the mean high water line. Typically, work planned in state owned water bottoms requires contact with the State Lands Office. Additionally, removed material from state owned water bottoms for fill or sale has a fee payable to the Louisiana Department of Wildlife and Fisheries (LDWF) based on the amount of material removed.

However, in an email dated December 28, 2011, GLPC General Counsel Bryce Autin states the following: *"The "Seashore" in Louisiana is a public thing - it's defined as the "space over which the waters of the sea spread in the highest tide during the winter season". In the area of this project, where the Seashore ends and private ownership begins, a portion of the project is located on lands owned by the Caillouet Land Corporation and a portion on lands owned by the City of New Orleans as Trustee for the Edward Wisner Trust.*

Quite candidly, defining the actual limits of the ever-changing "Seashore" would be a very costly legal endeavor. Not to mention that, given the always changing tidal dynamics, such a determination may not be valid a month from now.

As such, the Port has prepared for the position that the project may NOT be located on the public Seashore, but actually on privately owned land. Although no formal agreement was entered with the private landowners when the project was originally constructed, it was done so with full notice to, and acquiescence of, both landowners. Under Louisiana law, the Port has acquired a servitude over the property for the presence, maintenance and repair of the project. However, both landowners have requested that formal written servitude agreements be entered to address specific concerns of the landowners - such as liability, insurance, maintenance, access, etc. The Port agrees and has been actively negotiating such an agreement. We feel we are very near to a servitude that all parties involved can agree upon and hope to have something executed within the next month." (Appendix B).

FEMA requested GLPC provide documentation of the servitude agreements among all parties, and received a rough draft of the documents on July 12, 2012. Follow-up email correspondence, dated July 17, 2012 from Joe F Young, FLUOR Contractor to FEMA, to Robert Bressett, Senior Disaster Recovery Specialist, A/I Group Lead with GOHSEP and Lauren Brumfield, State Applicant Liaison, regarding the servitude agreements stated:

"Good morning, Robert and Lauren..

Our EHP section has reviewed the draft servitude agreements and is requesting the final signed servitude agreements for the Fourchon Beach shore protection project. Here is what they said:

"In reviewing the submitted documents and talking it over with my DELO, it was determined that EHP will need the fully executed servitude agreements between all parties before we can finalize our review. The documents we have are rough drafts with verbiage and paragraphs that can be

amended, changed or completely struck out at any time, so we need to make sure that what is submitted in the EA is the final version.”

When the agreements are signed, can you please forward a pdf copy of the servitude agreements to my attention? I will pass them on to EHP.”

An email response dated August 2, 2012, from Lauren R. Brumfield to Joe F. Young stated:

“Good afternoon Mr. Joe,

I received an email today from the Lafourche Port Commission stating that they are working on getting the signatures for the servitude agreement. They are aware that signatures are needed however, the General Counsel sent the final draft without signatures. Because of the amount of time it takes for the Wisner signatories to execute the agreement I felt prudent to send a copy that wasn't a rough draft as sent previously. He assured me that there is rarely a time if any, when there is an amendment after the advisory board has approved it. I have attached the final agreement minus the signatures which will be submitted as soon as possible. I will send the final and completed agreement once the Port has all signatures. If you have any questions, please let me know.”

Based on the above email communications, FEMA finds the submitted servitude agreements to be sufficient for review and inclusion in the Draft EA document. Copies of the email communications can be found in Appendix B. Final documents will be included in Appendix B upon signatures by affected parties.

Alternative 1 – No Action: The no action alternative would conform to local land uses and would not adversely impact nearby and adjacent land uses or zoning.

Alternative 2 – Construct Geotube System located directly behind and on same alignment as existing “boudin bags” – Proposed Action: The proposed alternative must be properly agreed to by the affected private parties, as well as the State of Louisiana, in compliance with land use regulatory codes. Proposed action would not adversely impact nearby or adjacent land uses and zoning, or would not represent an incompatible land use with near and adjacent uses.

Alternative 3 – Replace eroded sand fill and damaged top and center bags: Implementation of this alternative would not adversely impact nearby and adjacent land uses or zoning and would conform to local land uses.

4.1.2 Air Quality

The Clean Air Act (CAA) requires the State of Louisiana to adopt ambient air quality standards to protect the public from potentially harmful amounts of pollutants. Six common air pollutants (also known as “criteria pollutants”) are regulated by EPA and the states under the CAA. They are particle pollution (often referred to as particulate matter), ground-level ozone, carbon monoxide, sulfur oxides, nitrogen oxides, and lead. The LDEQ has designated areas meeting the state’s ambient air quality standards by their monitoring and modeling program efforts, (i.e.,

attainment areas). Louisiana has no carbon monoxide, nitrogen oxides, sulfur oxides, particulate or lead nonattainment areas. Currently, Lafourche Parish is classified as attainment with the National Ambient Air Quality Standards and has no general conformity determination obligations (LDEQ, 2011 – Appendix B).

Alternative 1 – No Action: Implementation of the no action alternative would not adversely impact ambient air quality for the area.

Alternative 2 – Construct Geotube System located directly behind and on same alignment as existing “boudin bags” – Proposed Action: Negligible impacts would be anticipated from vehicle exhaust emissions and increased dust during construction of Geotube System. Best management practices are required to lessen the impact of the dust. The proposed action would not significantly affect the ambient air quality by following best management practices for reducing the amount of particulate matter (dust & vehicle emissions) from construction work occurring on the site.

Alternative 3 – Replace eroded sand fill and damaged top and center bags: Negligible impacts would be anticipated from vehicle exhaust emissions and increased dust during implementation of this alternative. Best management practices are required to lessen the impact of the dust. This action would not significantly affect the ambient air quality by following best management practices for reducing the amount of particulate matter (dust & vehicle emissions) from replacement work occurring on the site.

4.2 Water Resources

4.2.1 Water Quality



Bayou Lafourche, a distributary of the Mississippi River, is the most significant physiographic feature in the parish. It flows southward over one hundred miles, through Ascension, Assumption, and Lafourche parishes, and empties into the Gulf of Mexico at Port Fourchon (<http://www.blfd.org/>). It is the source of most of the sediment in which the soils of the parish formed (USDA SCS, 1981).

In 1903, a large dam was constructed across the bayou near its source to seal off the flows of the Mississippi River. Water is pumped from the Mississippi River into Bayou Lafourche to provide sufficient water for domestic and industrial uses.

Bayou Lafourche is a vital asset to the communities and towns that line its banks. It serves as a habitat for a variety of seafood, provides a location for numerous recreational activities, gives

boats access to the Gulf of Mexico and many other waterways, and supplies the main source of drinking water in five parishes for about 300,000 people (LDEQ, 2009 Source Water Protection Program Assessment/Planning Project Final Report).

4.2.1.1 Ground Water

Potable ground water may be found in two general areas in Lafourche Parish, the eastern one-half of the northern two-thirds of the parish and a small area in the most western part of the parish. In these areas, Quaternary deposits contain fresh water which grades downward to saltwater within the same sand unit. Generally, very little fresh ground water is available in Lafourche Parish because of the presence of saltwater in the aquifers. However, large quantities of saline water are available for some industrial cooling purposes.

Alternative 1 – No Action: Implementation of the no action alternative would not adversely impact the surface or groundwater resources of the region.

Alternative 2 – Construct Geotube System located directly behind and on same alignment as existing “boudin bags” – Proposed Action: Construction of the new facility directly behind and on the same alignment as existing “boudin bags” would not adversely impact or cause significant adverse disturbance of surface or groundwater resources of the region. To minimize spills and leaks of hazardous materials from the maintenance of construction equipment, safe handling procedures per local, state, and federal regulations would be used to reduce impacts to surface and groundwater resources. Sound building techniques and the use of best management practices would mitigate minor potential effects that might otherwise result from runoff infiltration to groundwater during construction.

Alternative 3 – Replace eroded sand fill and damaged top and center bags: Implementation of this alternative would not adversely impact or cause significant adverse disturbance of surface or groundwater resources of the region. To minimize spills and leaks of hazardous materials from the maintenance of construction equipment, safe handling procedures per local, state, and federal regulations would be used to reduce impacts to surface and groundwater resources. Sound building techniques and the use of best management practices would mitigate minor potential effects that might otherwise result from runoff infiltration to groundwater during replacement activities.

4.2.2 Wetlands

Wetlands and deepwater habitats are essential breeding, rearing, and feeding grounds for many species of fish and wildlife. They may also perform flood protection and pollution control functions by acting as natural sponges that trap and slowly release surface water, rain, groundwater and flood waters, and wetlands can intercept runoff and transform and store non-point source pollutants like sediment, nutrients, and certain heavy metals without being degraded (EPA website, 2012). Increasing national and international recognition of these values has intensified the need for reliable information on the status and extent of wetland resources. To develop comparable information over large areas, a clear definition and classification of wetlands and deepwater habitats is required (Cowardin et. al., 1979).

Lafourche Parish is surrounded by fresh, intermediate and salt marsh wetlands. These wetlands are the natural spawning grounds and nurseries for much of the nation's seafood. These wetlands also provide natural flood control, hurricane defense, and water filtration (Lafourche Parish government website, 2012).

The United States Army Corps of Engineers (USACE) regulates the discharge of dredged or fill materials into waters of the U.S., including wetlands, pursuant to Section 404 of the Clean Water Act (CWA). Jurisdictional wetlands are defined as those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Jurisdictional wetland determinations are regulated by the USACE pursuant to the CWA. Executive Order (EO) 11990, Protection of Wetlands, also directs federal agencies to take actions to minimize the destruction, loss, or degradation of wetlands.

Review of United States Fish & Wildlife Service (USFWS) National Wetlands Inventory (NWI, Figure 11) identified that the area of the proposed site is classified as Marine Subtidal Unconsolidated Bottoms Wetlands (M1UBL4) and Estuarine Intertidal Unconsolidated Shore Wetlands (E2USP4). Marine wetlands types consist of the open ocean overlying the continental shelf and its associated high-energy coastline. Marine habitats are exposed to the waves and currents of the open ocean and the water regimes are determined primarily by the ebb and flow of oceanic tides. Salinities exceed 30 ‰, with little or no dilution except outside the mouths of estuaries. Estuarine wetlands are characterized by deepwater tidal habitats and adjacent tidal wetlands that are usually semi-enclosed by land but have open, partly obstructed, or sporadic access to the open ocean, and in which ocean water is at least occasionally diluted by freshwater runoff from the land. The salinity may be periodically increased above that of the open ocean by evaporation. Along some of this low-energy coastline area there is appreciable dilution of sea water (Cowardin, 1979).

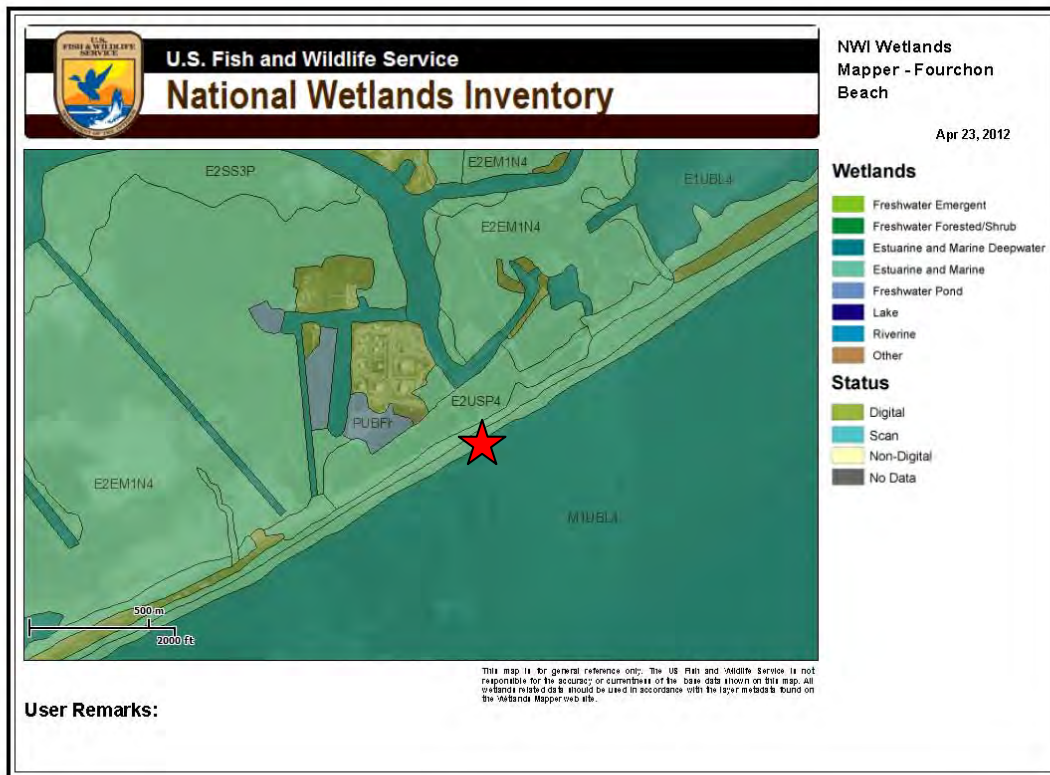


Figure 11 - Wetland Classification Codes M1UBL4 and E2USP4, U.S. Fish and Wildlife Wetlands Inventory (FWS, 2012)

Description for code M1UBL4:

M System **MARINE**: The Marine System describes the open ocean overlying the continental shelf and its associated high-energy coastline. Marine habitats are exposed to the waves and currents of the open ocean and the water regimes are determined primarily by the ebb and flow of oceanic tides.

1 Subsystem **SUBTIDAL**: These habitats are continuously submerged substrate (i.e. below extreme low water).

UB Class **UNCONSOLIDATED BOTTOM**: Includes all wetlands and deepwater habitats with at least 25% cover of particles smaller than stones (less than 6-7 cm), and a vegetative cover less than 30%.

Modifier(s):

L WATER REGIME **Subtidal**: The substrate is permanently flooded with tidal water.

4 WATER CHEMISTRY **Polyhaline**: 18.0-30 ppt

Description for code E2USP4:

E System **ESTUARINE**: The Estuarine System describes deepwater tidal habitats and adjacent tidal wetlands that are influenced by water runoff from and often semi-enclosed by land. They are located along low-energy coastlines and they have variable salinity.

2 Subsystem **INTERTIDAL**: This is defined as the area from extreme low water to extreme high water and associated splash zone.

US Class **UNCONSOLIDATED SHORE**: Includes all wetland habitats having two characteristics: (1) unconsolidated substrates with less than 75 percent areal cover of stones, boulders or bedrock and; (2) less than 30 percent areal cover of vegetation. Landforms such as beaches, bars, and flats are included in the Unconsolidated Shore class.

Modifier(s):

P WATER REGIME **Irregularly Flooded**: Tidal water floods the land surface less often than daily.

4 WATER CHEMISTRY **Polyhaline**: 18.0-30 ppt

Alternative 1 – No Action: Implementation of the no action alternative would not impact wetlands or other waters of the U.S. and would not require a CWA Section 404 permit.

Alternative 2 – Construct Geotube System located directly behind and on same alignment as existing “boudin bags” – Proposed Action: Construction of the new facility directly behind and on the same alignment as existing “boudin bags” as proposed would not adversely impact waters of the U.S. or adversely modify wetlands. USACE has issued authorization for this work under Category I of the Programmatic General Permit (Permit No. MVN 2009-1247 WB), issued as part of Joint Coastal Use Permit (Permit No. P20090468, Extended) (Appendix B). Successful project implementation may have beneficial impacts including land reclamation, wetlands restoration, and habitat enhancement.

Alternative 3 – Replace eroded sand fill and damaged top and center bags: Implementation of this alternative would not adversely impact or cause significant adverse disturbance to waters of the U.S. or adversely modify wetlands as part of replacement activities. Applicant would be required to follow all procedures and obtain required permits per local, state, and federal regulations.

4.2.3 Floodplains

EO 11988, Floodplain Management, requires federal agencies to avoid direct or indirect support or development within or affecting the 1% annual chance special flood hazard area (SFHA) (i.e., 100-year floodplain) whenever there is a practicable alternative (for “Critical Actions”, within or affecting the 0.2% annual chance SFHA, i.e., the 500-year floodplain). FEMA’s regulations for

complying with EO 11988 are found in 44 CFR Part 9, Floodplain Management and Protection of Wetlands. In compliance with FEMA policy implementing EO 11988, the proposed project was reviewed for possible impacts associated with occupancy or modification to a floodplain. The Executive Order guidelines address an eight-step process that is carried out as part of the decision-making for projects that have potential impacts to or within the floodplain. The eight steps reflect the assessment process required in Section 2(a) of the Order. The *8-Step Decision Making Process Document* completed for this project is attached herein as Appendix C. FEMA used the Preliminary Digital Flood Insurance Rate Map products (Preliminary DFIRM) (Figure 12) and the National Flood Insurance Program (NFIP) effective Flood Insurance Rate Maps (FIRM) (Figure 13) from the Louisiana State University Agricultural Center Parish Interactive Mapping (http://maps.lsuagcenter.com/la_floodmaps/?FIPS=22057) to determine the flood hazard zone for the proposed project location.

In compliance with FEMA policy implementing EO 11988, the proposed project was reviewed for possible impacts associated with occupancy or modification to a floodplain. Lafourche Parish enrolled in the NFIP on April 17, 1985. According to NFIP preliminary DFIRM panel number 22057C1000E dated July 30, 2008 (Figure 12), the proposed project site lies within a special flood hazard area zones VE (EL 17) (1% annual chance flood area, 100-year floodplain, base flood elevation [BFE] determined, coastal high hazard velocity zone).

The low-lying areas of Lafourche Parish are subject to periodic flooding from a variety of sources. Flooding results from intense rainfall in the general area, abnormally high tides in the Gulf of Mexico, hurricanes or lesser tropical disturbances, and/or combinations of the various events. In the northern portion of Lafourche Parish, the predominant flooding source is rainfall runoff.

As hurricanes approach coastal Louisiana from any direction, large volumes of water are propelled inland over the low marshlands and into many bayous and canals. Hurricane protection levees, in combination with the Mississippi River levees, provide defense for the pumped areas from hurricanes having recurrence intervals of 10 years or less. During severe hurricanes, overtopping of the hurricane protection levees and the Mississippi River levees in their most exposed reaches can occur, producing severe flooding.

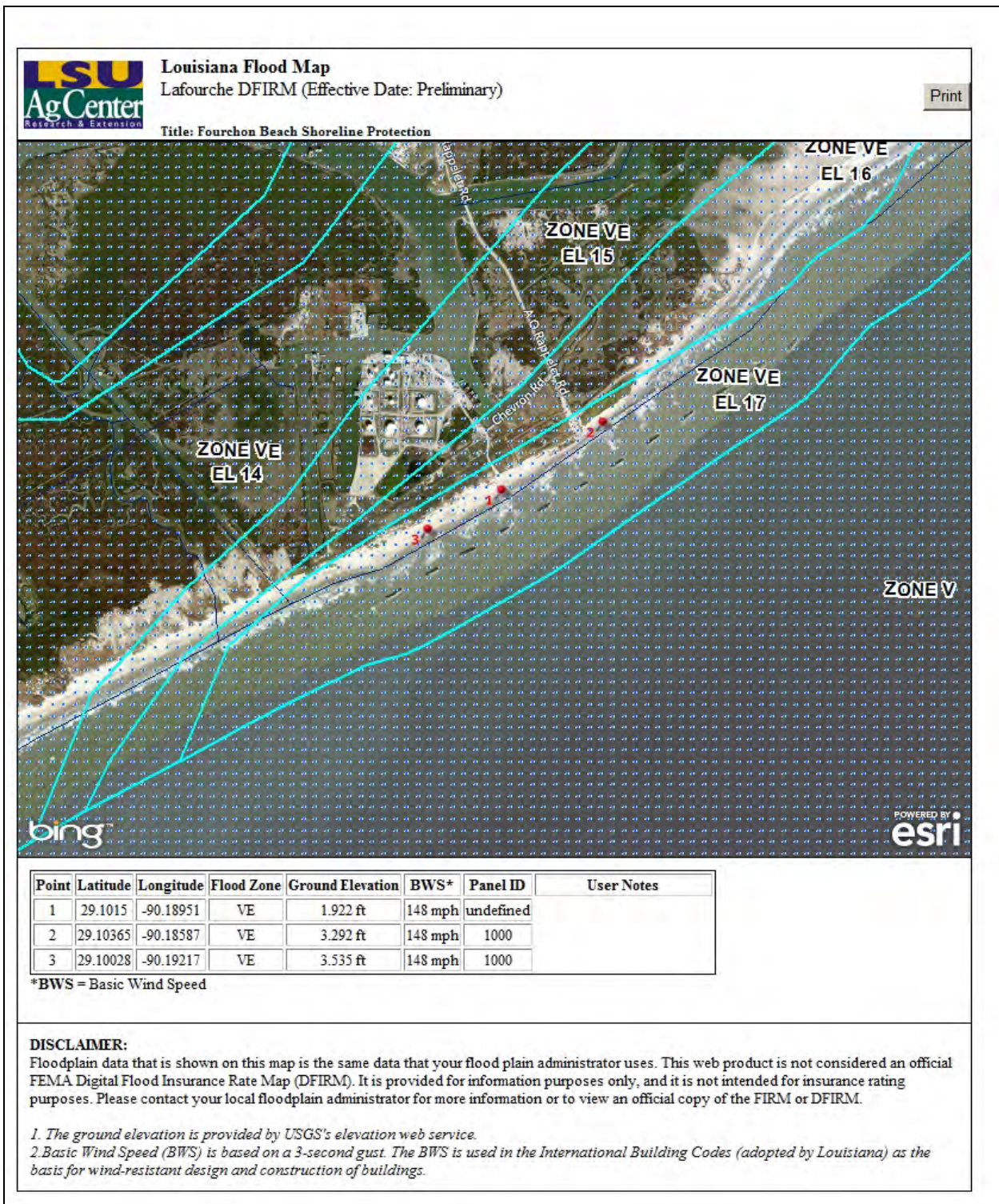


Figure 13 - Ground Elevations near the Site, Flood Zones Indicated (LSU AgCenter, 2012)

Alternative 1 – No Action: The no action alternative would not result in impacts to the 100-year floodplain.

Alternative 2 – Construct Geotube System located directly behind and on same alignment as existing “boudin bags” – Proposed Action: Construction of the new facility directly behind and on the same alignment as existing “boudin bags” as proposed would place the facility within a special flood hazard area. The ground surface at the proposed project site is at an approximate elevation between 1.9 and 3.5 feet above mean sea level (msl, North American Vertical Datum 1988). The Geotube System would provide beach protection and erosion control functions to the local community, which depends on the location of the resource and proper construction to meet its needs effectively. In order to meet these needs, it is imperative that the facility be “local” to the area intended for coastal defense. This beach protection and erosion control facility is “functionally dependent” upon its proximity to water and there is no practicable alternative outside the floodplain.

Alternative 3 – Replace eroded sand fill and damaged top and center bags: Implementation of this alternative would not adversely impact or cause significant adverse impacts to the 100-year floodplain, as it would be a replacement in kind in the same footprint.

This EA forms part of the Eight Step Planning Process outlined in 44 CFR Part 9. No acceptable practicable alternatives outside of the special flood hazard area were identified by GLPC or GOHSEP. Mitigation of potential adverse impacts, if any, must be accomplished by incorporation of mitigation and minimization measures including compliance with relevant codes and standards. This project must be conducted in accordance with conditions for federal actions in the floodplain as set forth in EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, and the implementing regulation found at 44 CFR Part 9, Floodplain Management and Protection of Wetlands. These regulations apply to Agency actions which have the potential to affect floodplains or wetlands or their occupants, or which are subject to potential harm by location in floodplains or wetlands.

Additionally, FEMA Public Assistance grant funded projects carried out in the floodplain or affecting the floodplain must be coordinated with the relevant floodplain administrator for a floodplain development permit and the action must be undertaken in compliance with relevant, applicable, and required local codes and standards. This will reduce the risk of future flood loss, minimize the impacts of floods on safety, health, and welfare, and preserve and possibly restore beneficial floodplain values as required by EO 11988.

4.3 Coastal Resources

The Coastal Zone Management Act of 1972 (CZMA) requires federal agency actions to be consistent with the policies of the state Coastal Zone Management Program when conducting or supporting activities that affect a designated coastal zone. The LDNR regulates development in Louisiana’s coastal zone through the Coastal Use Permit Program. The proposed Geotube System in Lafourche Parish is within the regulated Louisiana Coastal Zone and is required to obtain a Coastal Use Permit or undergo a federal-state consistency review (Figure 14). In accordance with rules and regulations of the Louisiana Coastal Resources Program, Lafourche Parish applied for and received Coastal Use Permit number P20090468 (extended March 24, 2011) and USACE Category I General Programmatic Permit number MVN 2009-1247 WB.

Lafourche Parish and its contractors must carry out, perform, and/or operate the use in accordance with the permit conditions, plans, and specifications approved by the LDNR (Appendix B). This permit authorizes the initiation of the coastal use described in the permit for four years from the date of the signature of the Secretary or his designee on the original permit, which was October 21, 2009.

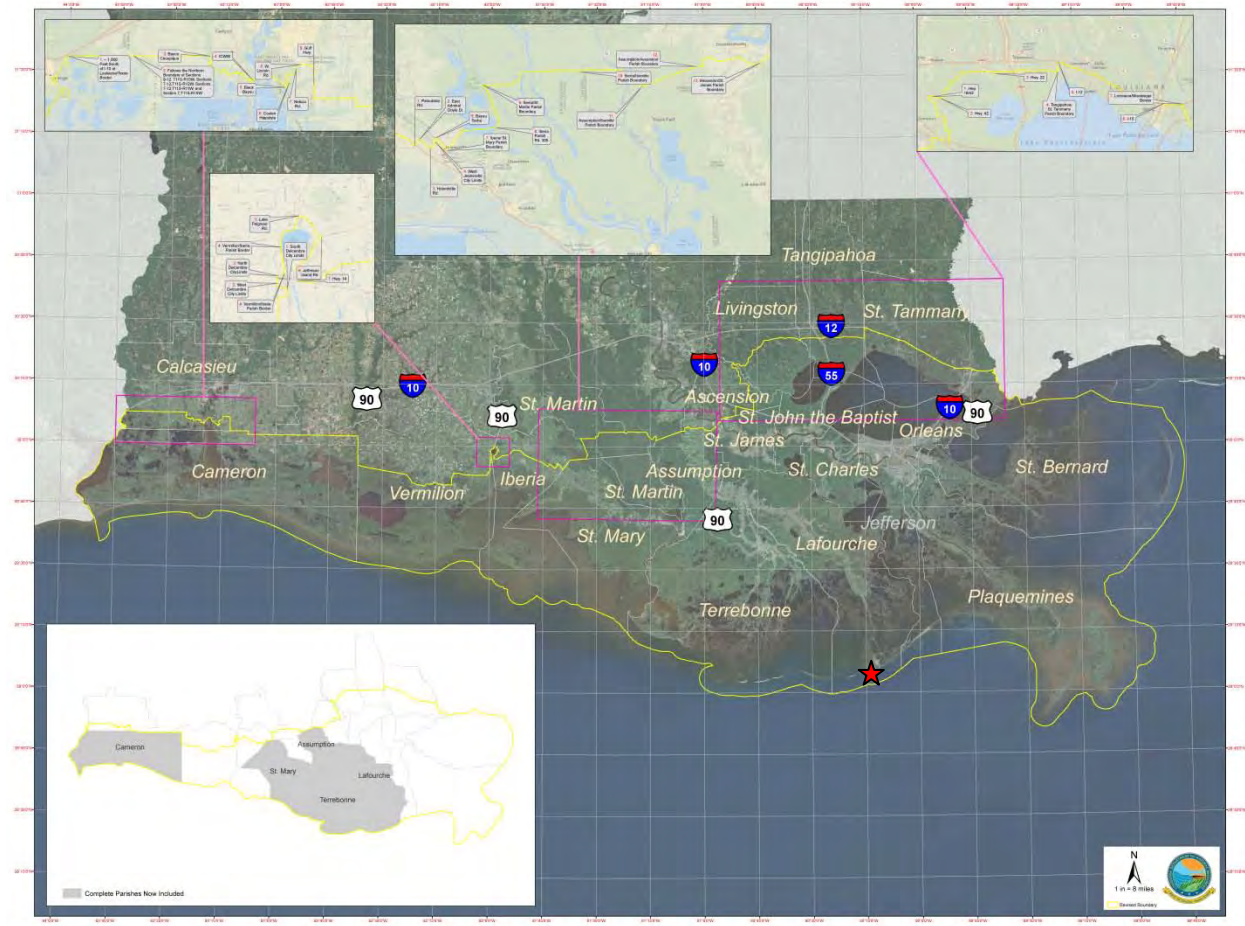


Figure 14 – Fourchon Beach Shoreline Protection Facility within the Highlighted Coastal Zone in Yellow (dnr.louisiana.gov > [Department of Natural Resources](http://dnr.louisiana.gov))

The USFWS regulates federal funding in Coastal Barrier Resource System (CBRS) units under the Coastal Barrier Resources Act (CBRA). This Act protects undeveloped coastal barriers and related areas (i.e., Otherwise Protected Areas) by prohibiting direct or indirect federal funding of projects that support development in these areas. This promotes the appropriate use and conservation of coastal barriers along the Gulf of Mexico. The proposed project site is located within a regulated CBRS unit (Figure 15, see yellow bordered areas in photo inset below).

In addition, per 44 CFR Subpart J, Coastal Barrier Resources Act Section 206.345(b)(6) (16 U.S.C. Section 3505(a)(6)(G)), after consultation with the Secretary of the Interior, the Regional Administrator may make disaster assistance available within the CBRS for this type of disaster assistance action, provided such assistance is consistent with the purposes of CBRA; therefore,

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this disaster assistance action is excepted from the prohibitions of Section 206.344 (no new expenditures or financial assistance may be made available under authority of the Stafford Act for any purpose within the Coastal Barrier Resources System), since nonstructural projects for shoreline stabilization that are designed to mimic, enhance, or restore natural stabilization systems are allowed.

Notwithstanding 206.345(b)(6), FEMA had previously requested consultation with USFWS regarding verification of a location within the CBRS and for consistency under the CBRA for a beach restoration project. A response was received on November 9, 2009, which stated that coastal beach restoration activities are considered to be consistent with the CBRA. In an email dated April 27, 2012, FEMA requested verification on whether this determination still stands, or whether a new review process is required for the proposed project. USFWS responded on May 3, 2012 that the consistency determination for coastal beach restoration activities issued on November 9, 2009 remains applicable (Appendix B).

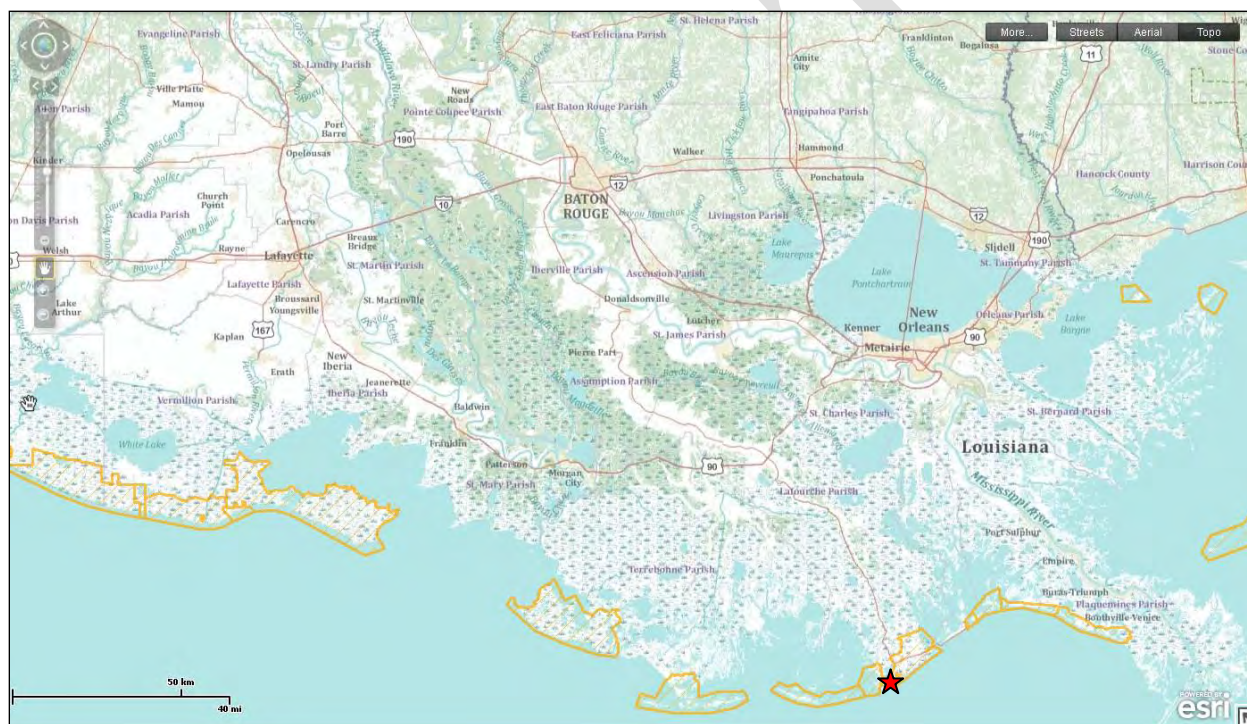


Figure 15 – Fourchon Beach Shoreline Protection Facility nearest Coastal Barrier Resource System Units as Shown Highlighted in Yellow

Alternative 1 – No Action: Implementation of the no action alternative would not impact Coastal Barrier Resources or the Louisiana Coastal Zones.

Alternative 2 – Construct Geotube System located directly behind and on same alignment as existing “boudin bags” – Proposed Action: Review of Louisiana’s Coastal Zone Boundary Map identified that the construction of the proposed action is within the coastal zone jurisdiction. Therefore, the project requires a Coastal Use Permit (applied for and issued, permit no. P20090468 indicated above) to ensure enforcement of applicable construction standards in

implementing the proposed action. Furthermore, 44 CFR Subpart J, Coastal Barrier Resources Act Section 206.345(b)(6) allows this type of disaster assistance action within CBRS. In addition, the proposed action is located in a regulated CBRS unit; USFWS consistency determination for coastal beach restoration activities issued on November 9, 2009 remains applicable and will have no adverse effects on any CBRS units.

Alternative 3 – Replace eroded sand fill and damaged top and center bags: Implementation of this alternative would not adversely impact or cause significant adverse impacts to Coastal Barrier Resources or the Louisiana Coastal Zones, as it would be a replacement in kind in the same footprint.

4.4 Biological Resources

4.4.1 Threatened or Endangered Species and Critical Habitat

Under provisions of the Endangered Species Act, federal agencies shall use their authorities to carry out programs for the conservation of listed species, and shall ensure any action authorized, funded or implemented by the agency is not likely to: (1) adversely affect listed species or designated critical habitats; (2) jeopardize the continued existence of proposed species; or (3) adversely modify proposed critical habitat (16 USC 1536).

Nine federally listed endangered or threatened species are found in Lafourche Parish. The threatened piping plover (*Charadrius melodus*) and its designated critical habitat are known to occur within the proposed project area, located in Unit LA-5 of designated piping plover critical habitat (Figure 16). Piping plovers winter in Louisiana, and may be present for 8 to 10 months annually. At the time of designation, Unit LA-5 consisted of approximately 5,735 acres of wintering habitat. Designated critical habitat is located on the Gulf shoreline extending 6.8 miles east from the east side of Belle Pass. In correspondence dated November 16, 2011, and response received by FEMA on November 28, 2011, the USFWS has indicated that the project has been reviewed for effects to federal trust resources under their jurisdiction and currently protected by the Endangered Species Act of 1973 (Act). The project, as proposed on the current plans, is not likely to adversely affect those resources. This finding fulfills the requirements under Section 7(a)(2) of the Act (Appendix B).

Additionally, correspondence from USFWS to GLPC dated August 25, 2009 stated the following: *“According to your (June 24, 2009) letter, the project would be located in an area that is heavily used by the public for fishing and beach recreation. Any piping plovers that may utilize the area would likely be temporarily displaced to nearby suitable habitat near Bay Champagne and/or West Belle Pass. Thus, you determined the proposed project is not likely to adversely affect the piping plover...Our calculations indicate that the proposed project would temporarily (i.e., 2 to 4 years) affect 3.78 acres of piping plover critical habitat, which is approximately 0.07 percent of Unit LA-5, and that acreage would eventually be fully restored by the Corps’ proposed restoration action...Based on the above information, the Service anticipates that the temporal effects of the proposed shoreline protection feature on critical habitat are insignificant and discountable because the proposed feature would restore and/or replace an existing shoreline feature and would eventually be fully restored by other large-scale restoration*

efforts for the Caminada Headland. Accordingly, the Service concurs with your determination that the proposed Phase I Emergency Beach Rehabilitation Project is not likely to adversely affect the piping plover or its designated critical habitat” (USFWS, 2009, Appendix B).

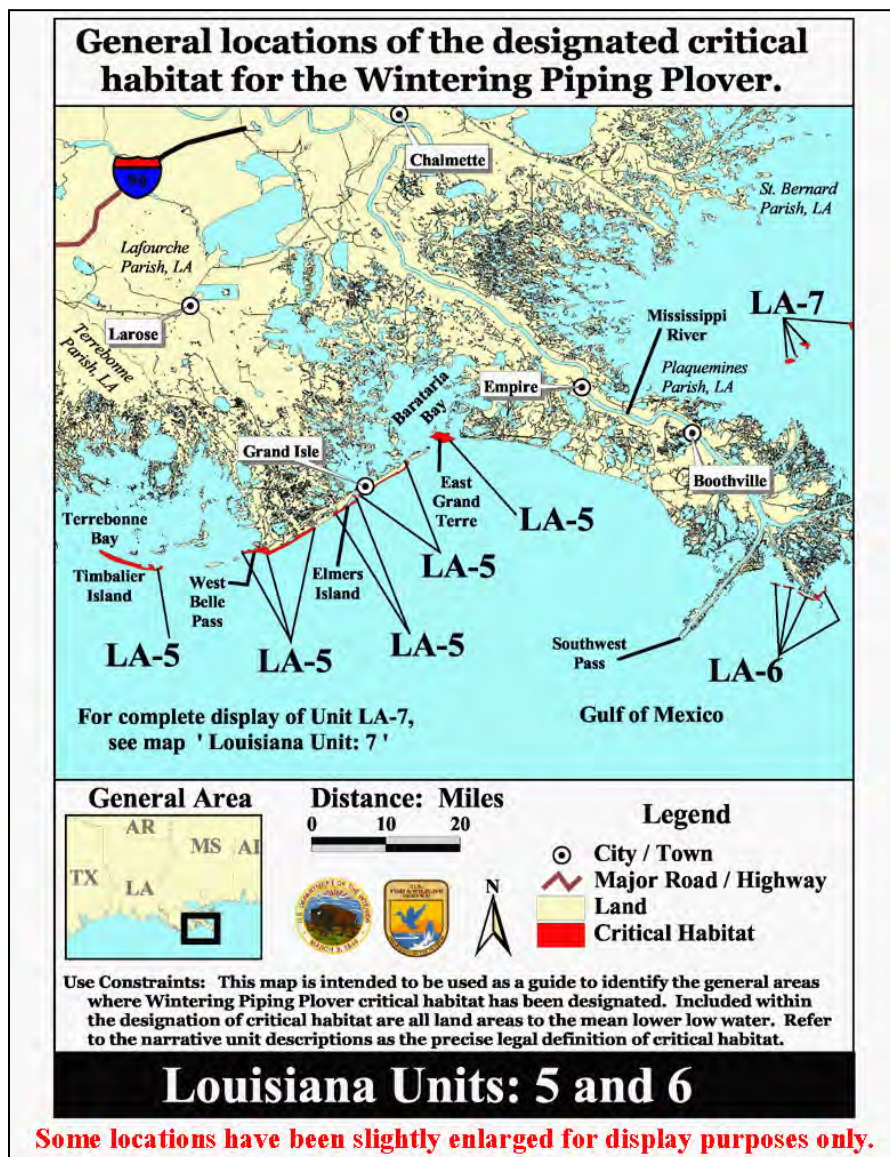


Figure 16 – Piping Plover Designated Critical Habitat Unit LA-5
(http://www.fws.gov/plover/finalchmaps/Plover_LA_5_to_6.jpg)

Moreover, the Louisiana Department of Wildlife and Fisheries (LDWF) Louisiana Natural Heritage Program (LNHP) has compiled data on rare, endangered, or otherwise significant plant and animal species, plant communities, and other natural features throughout the State of Louisiana. Heritage reports summarize the existing information known at the time of a request regarding a location in question. LNHP database indicates that the piping plover may occur within one mile of the project area. No other impacts to rare, threatened, or endangered species or critical habitats are anticipated from the proposed project. No state or federal parks, wildlife

refuges, wildlife management areas or scenic rivers are known at the specified site or within ¼ mile of the proposed project (LDWF, 2011, Appendix B).

Alternative 1 – No Action: Implementation of the no action alternative would not adversely affect endangered, threatened, or proposed listed species as well as listed critical habitats.

Alternative 2 – Construct Geotube System located directly behind and on same alignment as existing “boudin bags” – Proposed Action: USFWS and LDWF indicate the proposed project is not likely to adversely affect protected resources. Furthermore, LDWF Office of Ecological Studies anticipates the proposed project will benefit wildlife resources, and therefore has no objections.

Alternative 3 – Replace eroded sand fill and damaged top and center bags: Implementation of this alternative would not adversely impact or cause significant long term adverse impacts to endangered, threatened, or proposed listed species as well as listed critical habitats, as it would be a replacement in kind in the same footprint.

4.4.2 Migratory Birds

LDWF database also indicates the presence of bird nesting colonies within one mile of the proposed project. The project area provides feeding and nesting habitat for herons, egrets, night-herons, ibis, roseate spoonbills, anhingas, cormorants, gulls, terns, and black skimmers.

Alternative 1 – No Action: Implementation of the no action alternative would not adversely affect bird nesting colonies.

Alternative 2 – Construct Geotube System located directly behind and on same alignment as existing “boudin bags” – Proposed Action: USFWS and LDWF indicate the proposed project is not likely to adversely affect protected resources. LDWF Office of Ecological Studies anticipates the proposed project will benefit wildlife resources, and therefore has no objections.

Alternative 3 – Replace eroded sand fill and damaged top and center bags: Implementation of this alternative would not adversely impact or cause significant adverse impacts to bird nesting colonies, since this would be an in kind replacement in the same footprint.

USFWS notes that the proposed work should not take place within 650 feet of nesting shorebirds during the nesting season (April 1 to September 15) in areas likely to support nesting shorebirds. LDWF prohibits the entry into or disturbance of active breeding colonies, as well as work within a certain radius of an active nesting colony. If work for the proposed project will commence during the nesting season, a field visit must be conducted to the worksite to look for evidence of nesting colonies; this field visit should take place no more than two weeks before the project begins. If no nesting colonies are found within 400 meters (700 meters for brown pelicans) of the proposed project, no further consultation with LDWR will be necessary. If active nesting colonies are found within the previously stated distances of the proposed project, further consultation with LDWF will be required. Colonies should be surveyed by a qualified biologist

to document species present and extent of colonies and a survey report prepared for submittal to LDWF (see Appendix B for further information on survey contents).

In addition, to minimize disturbance to colonial nesting birds, LDWF notes that the following restrictions on activity should be observed:

- For colonies containing nesting wading birds (i.e., herons, egrets, night-herons, ibis, roseate spoonbills, anhingas, and/or cormorants), all project activity occurring within 300 meters of an active nesting colony should be restricted to the non-nesting period (i.e., September 1 through February 15).
- For colonies containing nesting gulls, terns, and/or black skimmers, all project activity occurring within 400 meters (700 meters for brown pelicans) of an active nesting colony should be restricted to the non-nesting period (i.e., September 16 through April 1).

4.4.3 Essential Fish Habitat

Per the National Oceanic and Atmospheric Administration (NOAA) National Marine Fisheries Service (NMFS), aquatic and tidally influenced wetland habitats in portions of the study area are designated as essential fish habitat (EFH) for a variety of federally managed species, such as larvae/postlarvae and juvenile life stages of brown shrimp and white shrimp (Figure 17), larvae/postlarvae, juvenile and adult stages of red drum (Figure 18), larvae and juvenile stages of lane snapper, and juvenile stages of dog snapper and bonnethead shark (NMFS, 2011). The primary categories of EFH in the study area include emergent marsh, mangrove, sand and shell substrates, and estuarine water column. Detailed information on federally managed fisheries and the EFH is provided in the 2005 generic amendment of the Fisheries Management Plans for the Gulf of Mexico prepared by the Gulf of Mexico Fishery Management Council (GMFMC). The generic amendment was prepared as required by the Magnuson-Stephens Fishery Management Conservation and Management Act (Magnuson-Stevens Act; P.L. 104-297).

Long-term effects on the tidal marsh include land subsidence (sometimes even submergence), soil compaction, conversion to terrestrial vegetation, greatly reduced invertebrate populations, and general loss of productive wetland characteristics. Loss of these low-salinity environments reduces estuarine fertility, restricts suitable habitat for aquatic species, and creates abnormally high salinity during drought years and decline in fishery production (www.nwr.noaa.gov/salmon-habitat/salmon-efh/.../efh-nonfishing.pdf).

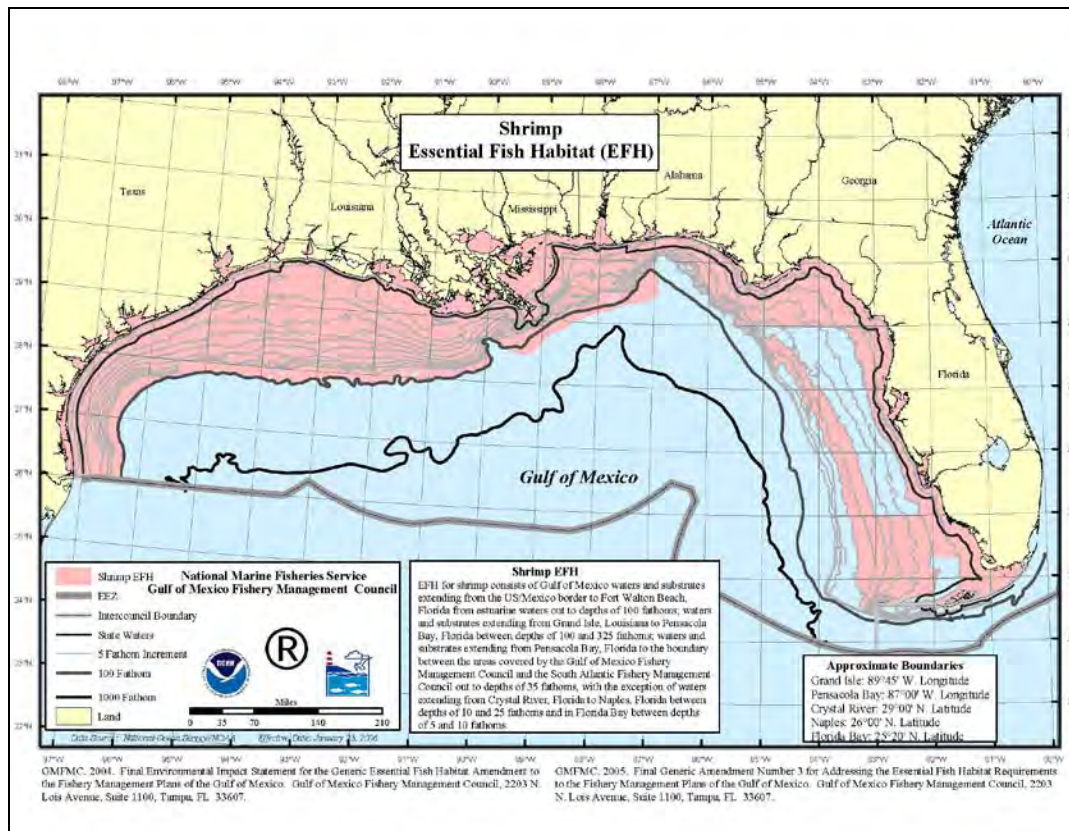


Figure 17 – Essential Fish Habitat for shrimp in the Gulf of Mexico
 (sero.nmfs.noaa.gov/hcd/pdfs/efhdocs/gom_shrimp_efh_map.pdf)

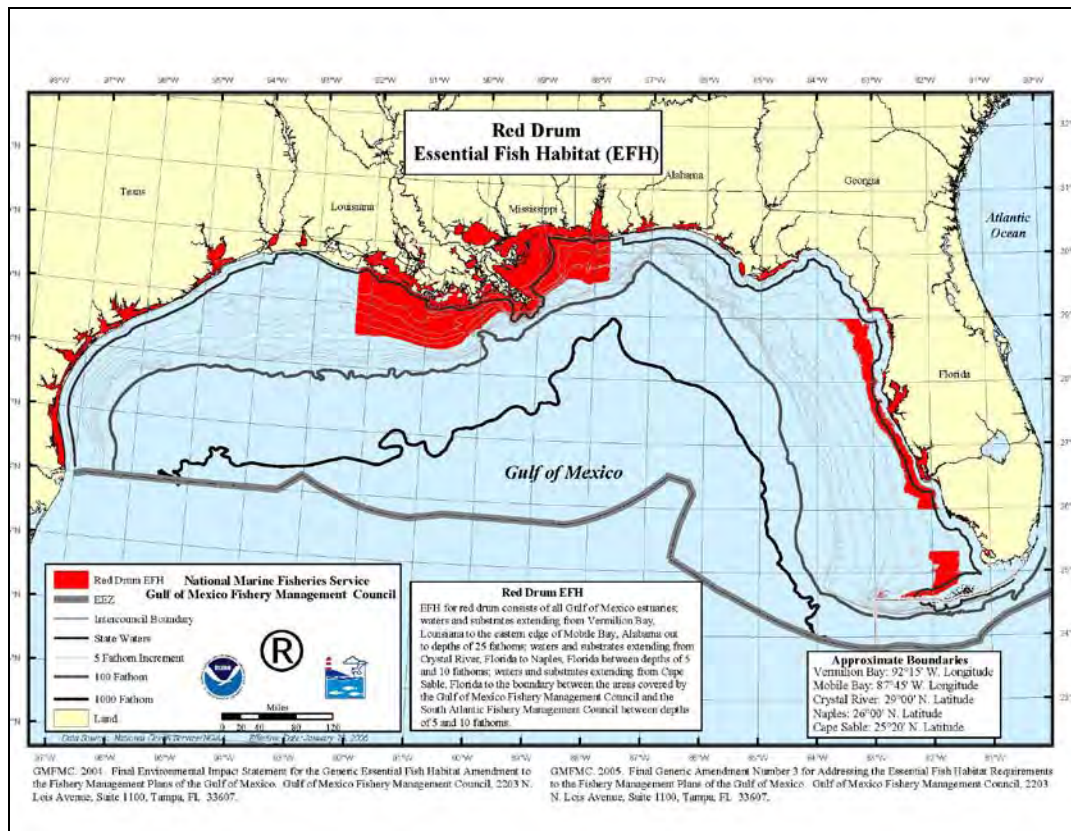


Figure 18 – Essential Fish Habitat for red drum in the Gulf of Mexico
 (sero.nmfs.noaa.gov/hcd/pdfs/efhdocs/gom_reddrum_efh_map.pdf)

Alternative 1 – No Action: Implementation of the no action alternative would have no direct impacts to essential fish habitat for federally managed species. Existing conditions would persist. Without implementation of the proposed project, the continued loss of barrier and wetland habitats throughout the project area would continue to adversely impact essential spawning, nursery, nesting, and foraging habitats for commercially and recreationally important species of finfish and shellfish, as well as other aquatic organisms (Barataria Basin Barrier Shoreline [BBBS] Restoration Project EIS, 2012).

Alternative 2 – Construct Geotube System located directly behind and on same alignment as existing “boudin bags” – Proposed Action: Per correspondence dated November 23, 2011, NMFS believes that while overall project implementation could be beneficial to protecting more production categories of EFH from erosion and to maintaining the productivity of marine fishery resources, the extent of EFH that will be disturbed or destroyed is unknown at this time. Armoring of shorelines to prevent erosion and maintain or create shoreline real estate simplifies habitats, reduces the amount of intertidal habitat, and affects nearshore processes and the ecology of a myriad of species. Hydraulic effects to the shoreline include increased energy seaward of the armoring, reflected wave energy, dry beach narrowing, substrate coarsening, beach steepening, changes in sediment storage capacity, loss of organic debris, and downdrift sediment starvation. It can also result in community changes from burial or removal of resident biota, changes in cover and preferred prey species, and predator attraction. However, implementation of the

proposed project would restore unique and important barrier habitats and help maintain a diversity of different categories of EFH throughout the proposed project area and the Barataria barrier system. Best management practices are required to lessen impacts during construction.

Alternative 3 – Replace eroded sand fill and damaged top and center bags: Although short term impacts would be anticipated from construction activities, implementation of this alternative would not adversely impact or cause significant long term adverse impacts to diverse categories of EFH, as it would be a replacement in kind in the same footprint. Best management practices are required to lessen impacts during construction.

4.4.4 Marine Fishery Resources

In addition to being designated as EFH for the species and life stages of brown shrimp, white shrimp, red drum, lane snapper, dog snapper and bonnethead shark, water bodies and wetlands in the study area provide nursery and foraging habitats supportive of a variety of economically important marine fishery species, such as striped mullet, Atlantic croaker, Gulf menhaden, spotted seatrout, sand seatrout, southern flounder, black drum, and blue crab. Some of these species also serve as prey for other fish species managed under the Magnuson-Stevens Act by the GMFMC (e.g., mackerels, snappers, and groupers) and highly migratory species managed by the NMFS (e.g., billfishes and sharks).

Alternative 1 – No Action: Implementation of the no action alternative would have no direct impacts to marine fishery resources for federally managed species. Existing conditions would persist. Without implementation of the proposed project, the continued loss of barrier and wetland habitats throughout the project area would continue to adversely impact essential spawning, nursery, nesting, and foraging habitats for commercially and recreationally important species of finfish and shellfish, as well as other aquatic organisms (BBBS Restoration Project EIS, 2012).

Alternative 2 – Construct Geotube System located directly behind and on same alignment as existing “boudin bags” – Proposed Action: Direct impacts to fisheries resources would generally be associated with construction activities, including placement of borrow material. Sessile or slow moving fisheries resources would likely suffer some mortality or injury during placement of shoreline protection and/or during dredging and placement of borrow material. Construction activities would temporarily increase turbidity, temperatures and biological oxygen demand (BOD), and decrease dissolved oxygen. These temporary conditions would likely displace more mobile fisheries species from the construction area. Following construction, displaced fisheries species would likely return to the project area. Construction of the Geotube System would have short-term adverse impacts to fisheries resources, primarily due to dredging and placement operations (BBBS Restoration Project EIS, 2012). However, the long-term sustainability of local fisheries would be more likely with implementation of the proposed project. Increased productivity, as a result of increased vegetated barrier habitats, would provide indirect benefits to fisheries by enhancing the energy inputs into the food web of the area ecosystem.

Alternative 3 – Replace eroded sand fill and damaged top and center bags: Although short term impacts would be anticipated from construction activities, implementation of this alternative

would not adversely impact or cause significant long term adverse impacts to marine fishery resources for federally managed species, as it would be in kind replacement in the same footprint. Best management practices are required to lessen impacts during construction.

Based upon the NMFS review of the proposed project, NMFS believes that overall project implementation could be beneficial to protecting more production categories of EFH from erosion and to maintaining the productivity of marine fishery resources.

4.5 Cultural Resources

4.5.1 Regulatory Setting

The consideration of impacts to cultural resources is mandated under Section 106 of the National Historic Preservation Act (NHPA) as implemented by 36 CFR Part 800. Requirements include the identification of significant historic properties that may be impacted by the proposed action or alternatives within the project's area of potential effect. Historic properties are defined as archaeological sites, standing structures, or other historic resources listed in or determined eligible for listing in the National Register of Historic Places. If adverse effects on historic, archaeological, or cultural properties are identified, agencies must consider effects of their activities and attempt to avoid, minimize, or mitigate the impacts to these resources.

FEMA has reviewed this project in accordance with the Statewide Programmatic Agreement dated August 17, 2009, as amended on July 22, 2011, between the Louisiana State Historic Preservation Officer (SHPO), GOHSEP, the Alabama-Coushatta Tribe of Texas, the Caddo Nation, the Chitimacha Tribe of Louisiana, the Choctaw Nation of Oklahoma, the Coushatta Tribe of Louisiana, the Jena Band of Choctaw Indians, the Mississippi Band of Choctaw Indians, the Quapaw Tribe of Oklahoma, the Seminole Nation of Oklahoma, the Seminole Tribe of Florida, the Tunica-Biloxi Tribe of Louisiana, and the Advisory Council on Historic Preservation (2009 Statewide PA as amended). The 2009 Statewide PA, as amended, was created to streamline the Section 106 review process.

4.5.2 Existing Conditions

The project area is located at Port Fourchon at the end of Highway 3090. The Area of Potential Effects (APE) for the project consists of the 5,500 linear feet of beach from seal level to the dunes. The standing structures and archaeological APEs are identical and encompass 15.5 acres.

FEMA Historic Preservation staff consulted the National Register of Historic Places (NRHP) Database on January 10, 2012 and the Louisiana Cultural Resources Map on January 10, 2012 and determined that the proposed location for the beach protection is not within a historic district. In addition, there are no structures within the view shed of the project area. On November 16, 2011, FEMA Historic Preservation Specialists consulted data provided by SHPO and determined that there are no previously identified archaeological sites within 0.5 miles of the APE. Two sites, 16LF8 and 16LF9, that occur within 1 mile of the project area were reported as totally destroyed and are now submerged beneath the ocean. These sites were recorded on the beach in 1952 and indicate the rate of erosion that is occurring along this stretch of the coast line.

Areas that now comprise the beach were likely back swamp during the mid-20th century. No historic maps of the project area were located.

The Caminada Headland was surveyed by Coastal Environments, Inc. in 2006 (Weinstein, 2006). The survey included a pedestrian survey of Fourchon Beach, which encompassed the current project area. The survey involved two transects spaced at 50 meters apart along 13.02 miles of the Gulf shoreline. Remains of sites 16LF8 and 16LF9 were not found despite 10 meters spaced transects in the vicinity of the sites along the beach. In addition, no archaeological sites were found in the vicinity of the current project area. Subsequent to this survey, the British Petroleum (BP) oil spill cleanup activities resulted in an extensive search for archaeological sites on the beaches and marshes of the Gulf, including the current project area. Extensive testing was especially concentrated in the northeast half of the archaeological APE that was treated as a high priority area, since human remains were found to the northeast of the project area. According to consultation with SHPO and the Mississippi Band of Choctaw, no archaeological material was identified within the archaeological APE during the archaeological cleanup activities.

Alternative 1 – No Action: This alternative does not include any FEMA undertaking; therefore FEMA has no further responsibilities under Section 106 of the National Historic Preservation Act.

Alternative 2 – Construct Geotube System located directly behind and on same alignment as existing “boudin bags” – Proposed Action: Ground disturbing activities involved in the construction have the potential to affect below ground historic resources; however, based on FEMA’s research, the area has been previously investigated and there are no known archaeological sites within the APE. In addition, there are no standing structures within the APE. FEMA has determined that there are No Historic Properties Affected with Conditions as a result of the proposed action. SHPO concurrence with this determination was received March 13, 2012. Consultation with affected tribes was conducted per the 2009 Statewide PA as amended and 36 CFR §800.2(c)(2)(i)(B). The Tribes did not object within the regulatory timeframes. Therefore, no impacts to cultural resources are anticipated by the proposed action. The applicant must comply with the Louisiana Unmarked Human Burial Sites Preservation Act (R.S. 8:671 et seq.), the Inadvertent Discovery Clause, and the Source of Fill Clause which can be found under conditions found in Section 6 (Agency Coordination, Public Involvement and Permits) of this EA.

Alternative 3 – Replace eroded sand fill and damaged top and center bags: The scope of work for this alternative indicates ground disturbing activities associated with the installation of the sand bags and sand fill. Upon consultation of data provided by the SHPO, there are no known archaeological sites within the project area although the area has been previously investigated. In addition, there are no structures within the APE. All work will occur within a previously disturbed area. Therefore, the scope of work as submitted meets the criteria outlined in the Programmatic Agreement (PA) dated August 17, 2009, Appendix C, Section A.

4.6 Socioeconomic Concerns

4.6.1 Environmental Justice

EO 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, mandates that federal agencies identify and address, as appropriate, disproportionately high and adverse human health or environmental effects of programs on minority and low-income populations.

According to the most readily available U.S. Bureau of the Census American Community Survey 5-Year estimates for 2006-2010 for Lafourche Parish, 80.8 percent of the population is white, 13.3 percent is black, 3.4 percent is Hispanic, 0.7 percent is Asian, 2.8 percent is Native American, and 0 percent is Native Hawaiian. The median household income in Lafourche Parish was \$47,492 (factfinder2.census.gov). However, the project area is remote and there is no population residing within the project area.

Alternative 1 – No Action: Implementation of the no action alternative would not adversely affect a disproportionate number of minority or low income population.

Alternative 2 – Construct Geotube System located directly behind and on same alignment as existing “boudin bags” – Proposed Action: The proposed action would not pose disproportionately high and adverse public health or environmental effects on minority and low-income populations.

Alternative 3 – Replace eroded sand fill and damaged top and center bags: Implementation of this alternative would not pose disproportionately high and adverse public health or environmental effects on minority and low-income populations.

4.6.2 Hazardous Materials

The management of hazardous materials is regulated under various federal and state environmental and transportation laws and regulations, including the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Emergency Planning and Community Right-to-Know Act, the Hazardous Materials Transportation Act, and the Louisiana Voluntary Investigation and Remedial Action statute. The purpose of the regulatory requirements set forth under these laws is to ensure the protection of human health and the environment through proper management (identification, use, storage, treatment, transport, and disposal) of these materials. Some of these laws provide for the investigation and cleanup of sites that have already been contaminated by releases of hazardous materials, wastes, or substances.

A review of the US Environmental Protection Agency (USEPA) EnviroMapper <http://www.epa.gov/emefdata/>) and the Environmental Document Management System (EDMS) databases for hazardous waste management and disposal, solid waste disposal, storage tanks, and enforcement revealed that there are no Louisiana Volunteer Remedial Program (VRP)/Brownfield sites, oil and gas wells or leaking underground storage tanks located on the

proposed site. However, the database searches revealed numerous oil and gas facilities in close proximity to the proposed project site. Oil and gas facilities are subject to chemical releases that have the potential to affect the site.

Per the 2012 BBBS Restoration EIS, the Hazardous, Toxic, and Radioactive Waste (HTRW) status of the proposed project area was investigated and is recorded in HTRW-ESA #253, on file in Planning Division South, at the USACE Mississippi Valley, New Orleans District Office (MVN). MVN personnel, with the assistance of contracted engineers and consultants, conducted a site visit to the proposed project area on January 3, 2006. They visited by boat all the sites where soil borings will be taken. There were no signs of HTRW problems, such as dead or discolored vegetation, stained soil, chemical sheens or odors, or dead or dying fish, amphibians, reptiles, or mammals, or discarded drums, tanks, or chemical containers. The most likely source of HTRW would be the presence of numerous oil and gas pipelines and wellheads in the area. Provided that care is taken not to disturb these pipelines, the probability of encountering HTRW is low. If the designs change or the project area is expanded, the HTRW risk may have to be re-evaluated.

Certain oil and gas exploration and production (E&P) wastes are exempt from regulation as hazardous wastes under subtitle C of RCRA (40 CFR Parts 260 to 279). However, the RCRA Subtitle C exemption does not preclude these wastes from control under state regulations, under the less-stringent RCRA Subtitle D solid waste regulations, or under other federal regulations, such as the Oil Pollution Act of 1990. In addition, although they are relieved from regulation as hazardous wastes, the exemption does not mean these wastes could not present a hazard to human health and the environment if improperly managed. [USEPA, October 2002 “Exemption of Oil and Gas Exploration and Production Wastes from Federal Hazardous Waste Regulations”].

British Petroleum (BP) secured a lease from Mineral Management Services to drill and operate the Macondo Well, which is located approximately 50 miles off the coast of Louisiana within the Gulf of Mexico, in waters of the United States of America. Deepwater Horizon (DWH), the semi-submersible drilling platform that was owned and operated by Transocean, Inc., was the mobile platform used for drilling this well. On April 20, 2010, the Macondo Well experienced a blow-out, resulting in an explosion on the Deepwater Horizon, killing eleven workers, and resulting in continuous discharges of oil and natural gas from the wellhead into waters of the United States (<http://www.restorethegulf.gov/release/2011/09/14/deepwater-horizon-joint-investigation-team-federal-scene-coordinators-release-fin>). During the DWH incident, oil and natural gas were discharged from the wellhead, approximately 5,000 feet below the sea surface, for 87 days. The well was capped on July 15, 2010; however, the continuous discharges of oil, gas, and dispersants that were applied to the oil have impacted the waters and coastline of the Northern Gulf of Mexico, including the State of Louisiana. The first oiling of Louisiana beaches occurred on approximately May 15, 2010.

The DWH spill resulted in oil deposition on a variety of shoreline types throughout the Northern Gulf of Mexico, including the Caminada Headland and Shell Island. The shoreline at the Caminada Headland and the remnant shoreline at Shell Island are both characterized as non-amenity beaches and are currently undergoing final clean-up and treatment from effects of the

DWH spill. A final inspection will be conducted to confirm that shoreline segments within the Caminada Headland and Shell Island reaches have met 2011-2012 Endpoints, at which time the affected segments will be formally signed out of the Emergency Response. The cleanup standard for heavily oiled non-residential beaches, such as Fourchon Beach and Caminada Headland, is that No Further Treatment (NFT) is needed when less than 1% visible surface oil and oiled debris remains on the beach. The determination of when this point is reached relies on the visual observations of experienced professionals, rather than an actual measurement.

Alternative 1 – No Action: Implementation of the no action alternative would not disturb any hazardous materials or create potential hazards to human health.

Alternative 2 – Construct Geotube System located directly behind and on same alignment as existing “boudin bags” – Proposed Action: Construction of the proposed project is not likely to disturb any hazardous materials or create increased potential hazards to human health. If hazardous materials are unexpectedly encountered in the project area during the construction activities, appropriate measures for the proper assessment, remediation, management, and disposal of the contamination must be initiated in accordance with applicable federal, state, and local regulations. The contractor is required to take appropriate actions to prevent, minimize, and control the spill of hazardous materials at the proposed site.

Alternative 3 – Replace eroded sand fill and damaged top and center bags: Implementation of this alternative is not likely to disturb any hazardous materials or create increased potential hazards to human health, as it would be a replacement in kind in the same footprint. If hazardous materials are unexpectedly encountered in the project area during the construction activities, appropriate measures for the proper assessment, remediation, management, and disposal of the contamination must be initiated in accordance with applicable federal, state, and local regulations. The contractor is required to take appropriate actions to prevent, minimize, and control the spill of hazardous materials at the site.

5.0 CUMULATIVE IMPACTS

Cumulative impacts are those effects on the environment that result from the incremental effect of the action when added to past, present, and reasonably foreseeable future actions, regardless of what agency (federal or nonfederal) or person undertakes such other actions. Cumulative effects can result from individually minor but collectively significant actions taking place over a period of time.

The impact of Hurricanes Katrina’s and Ike’s storm surges devastated the southeastern coastal region of Louisiana. In response, local, state, and federal agencies formed partnerships to develop and implement shoreline protection projects. The largest restoration project taking place that would affect the proposed project is the Barataria Basin Barrier Shoreline Restoration project.

The Barataria Basin Barrier Shoreline is the regional segment of the Gulf Coast of the Louisiana that is situated between the west bank of the Mississippi River at the active delta and the eastern shore of Terrebonne Bay. The project consists of two reaches. The Caminada Headland is

located at the southern end of Lafourche and Jefferson Parishes. Shell Island is part of the Plaquemines Parish barrier island chain. The purpose of this project is to restore the geomorphic (physical) function of the barrier island. Restoration of the shoreline and coastal marshes of Caminada Headland and Shell Island would restore critical habitat, form and function, and long-term sustainability of the barrier shoreline.

As part of this project, materials will be pumped from offshore (Caminada) and riverine (Shell Island) sources to restore the dune, shoreline, and interior marsh habitats. The restoration of the shoreline and marsh would protect the interior marsh and chenier ridge habitats for essential fish and wildlife species by providing a buffer from the marine influences of the Gulf of Mexico.

Another project that may affect the proposed project is the Terrebonne Basin Barrier Shoreline Restoration Project. This project is an ecosystem restoration effort to reconstruct coastal landforms of the barrier shoreline to maintain the integrity of the Terrebonne Basin barrier shoreline system and increase habitat availability for migratory birds, wildlife, and aquatic organisms. The location for this project is the Isles Dernieres (Raccoon Island, Whiskey Island, Trinity Island, and East Island) and Timbalier Island (Timbalier Island and East Timbalier Island) barrier island chains located in Terrebonne and Lafourche parishes. The project will investigate introducing sediment to this sediment-starved system, reducing the current number of breaches and enlarging the width and dune crest of the islands. Some features being considered to meet project objectives are island nourishment using offshore sand sources, offshore wave breaks, feeder berms, strategic use of vegetative plantings, sand fencing, and bayside marsh creation.

These restoration projects may have short term impacts to resources such as wetlands, essential fish habitat, nesting shore bird critical habitat and marine fisheries during their construction phase. Longer term impacts to the natural resources and socio-economics from the proposed action and the restoration projects are anticipated but unknown at this time. These projects may reduce environmental risk, since the goal of the proposed action, in conjunction with the other shoreline restoration projects in the area, is to trap sediment and re-establish wetlands that could provide increased coastal flood defense. However, cumulative impacts are unknown at this time.

6.0 AGENCY COORDINATION, PUBLIC INVOLVEMENT, AND PERMITS

FEMA is the lead federal agency for conducting the NEPA compliance process for this EA and FEMA Public Assistance grant funded projects. It is the responsibility of the lead agency to conduct the preparation and review of NEPA documents in a way that is responsive to the needs of the parish communities while meeting the spirit and intent of NEPA and complying with mandated provisions. As part of the development of early interagency coordination related to the proposed action, state and federal resource protection agencies were contacted and FEMA distributed an informal scoping notification through a Solicitation of Views.

These agencies include the State Historical Preservation Officer, U. S. Fish and Wildlife Service, the Governor's Office of Homeland Security and Emergency Preparedness, Louisiana Department of Environmental Quality, U. S. Environmental Protection Agency, Louisiana Department of Natural Resources, U. S. Army Corps of Engineers, and National Oceanic &

Atmospheric Administration National Marine Fisheries Service. FEMA has received no objections to the project as proposed subsequent to these notifications, and comments and conditions received have been incorporated into this NEPA document.

In accordance with applicable local, state, and federal regulations, the applicant would be responsible for acquiring any necessary permits prior to commencing construction at the proposed project site. FEMA is inviting the public to comment on the proposed action during a 15-day comment period. A public notice will be published for 5 days in the local newspaper, The Daily Comet, announcing the availability of this EA for review at the Lafourche Parish Public Library - Golden Meadow Branch, Lafourche Parish, Louisiana and at the FEMA Louisiana Recovery Office in New Orleans, LA. A copy of the Public Notice is attached in Appendix D.

Based upon the studies, reviews and consultations undertaken in this environmental assessment, several conditions and mitigation measures must be taken by the applicant prior to and during proposed project implementation.

- FEMA Public Assistance grant funded projects carried out in the floodplain or affecting the floodplain must be coordinated with the local floodplain administrator for a floodplain development permit and the action must be undertaken in compliance with relevant, applicable, and required local codes and standards. Thereby, this will reduce the risk of future flood loss, minimize the impacts of floods on safety, health, and welfare, and preserve and possibly restore beneficial floodplain values as required by Executive Order 11988.
- **Source of Fill:** Any fill or borrow material used must be sourced from areas that do not contain any buried or submerged cultural materials (e.g. brick foundations, prehistoric Indian artifacts, human burials, and the like).
- **Louisiana Unmarked Human Burial Sites Preservation Act:** If human bone or unmarked grave(s) are present with the project area, compliance with the Louisiana Unmarked Human Burial Sites Preservation Act (R.S. 8:671 et seq.) is required. The applicant shall notify the law enforcement agency of the jurisdiction where the remains are located within twenty-four hours of the discovery. The applicant shall also notify FEMA and the Louisiana Division of Archaeology at 225-342-8170 within seventy-two hours of the discovery.
- **Inadvertent Discovery Clause:** If during the course of work, archaeological artifacts (prehistoric or historic) are discovered, the applicant shall stop work in the vicinity of the discovery and take all reasonable measures to avoid or minimize harm to the finds. The applicant shall inform their Public Assistance (PA) contacts at FEMA, who will in turn contact FEMA Historic Preservation (HP) staff. The applicant will not proceed with work until FEMA HP completes consultation with the SHPO.
- In accordance with the rules and regulations of the Louisiana Coastal Resources Program and Louisiana R.S. 49, Sections 214.21 to 214.41, the State and Local Coastal Resources

Act of 1978, as amended, the grant applicant must agree to the terms and conditions of the Coastal Use Permit and remain in compliance.

- Department of the Army Permit No. MVN 2009-1247 WB and LDNR Office of Coastal Management Joint Coastal Use Permit No. P20090468, Extended, authorize the performance of the work in accordance with its specified terms and conditions. This work must be conducted in compliance with all terms and conditions and must remain in compliance. Additionally, the work must be completed within the time limit established within the issued permits and the applicant must submit a request for a time extension, if needed.
- The applicant must follow all applicable local, state, and federal laws, regulations, and requirements and obtain and comply with all required permits and approvals prior to initiating work.
- To minimize air quality impacts, GLPC and its contractors must implement BMPs to limit air emissions, fugitive dust and exhaust. BMPs would include maintaining and covering spoil piles, covering the loads of haul vehicles and keeping construction equipment properly tuned.
- GLPC and its contractors must ensure all project activities are conducted in a safe manner and in compliance with all state and federal occupational safety regulations, including OSHA, to protect workers and the general public.
- Project construction would involve the use of potentially hazardous materials (*e.g.*, petroleum products, cement, caustics, acids, solvents, paint, electronic components, pesticides, herbicides, fertilizers, treated timber) and may result in the generation of small volumes of hazardous wastes. Appropriate measures to prevent, minimize, and control spills of hazardous materials must be taken and generated hazardous and non-hazardous wastes are required to be disposed in accordance with applicable federal, state and local regulations.
- If any solid or hazardous wastes, or soils and/or groundwater contaminated with hazardous constituents are encountered during the project, notification to LDEQ's Single-Point-of-Contact at (225) 219-3640 is required. Additionally, precautions should be taken to protect workers from these hazardous conditions.
- Project activities will be required by the Louisiana Department of Environmental Quality (LDEQ) to observe precautions to control nonpoint source pollution from construction activities and further, will be required to obtain permits implement the required conditions.
- USFWS notes that the proposed work should not take place within 650 feet of nesting shorebirds during the nesting season (April 1 to September 15) in areas likely to support nesting shorebirds. LDWF prohibits the entry into or disturbance of active breeding

colonies, as well as work within a certain radius of an active nesting colony. If work for the proposed project will commence during the nesting season, a field visit must be conducted to the worksite to look for evidence of nesting colonies; this field visit should take place no more than two weeks before the project begins. If no nesting colonies are found within 400 meters (700 meters for brown pelicans) of the proposed project, no further consultation with LDWR will be necessary. If active nesting colonies are found within the previously stated distances of the proposed project, further consultation with LDWF will be required. Colonies should be surveyed by a qualified biologist to document species present and extent of colonies and a survey report prepared for submittal to LDWF.

- For colonies containing nesting wading birds (i.e., herons, egrets, night-herons, ibis, roseate spoonbills, anhingas, and/or cormorants), all project activity occurring within 300 meters of an active nesting colony should be restricted to the non-nesting period (i.e., September 1 through February 15).
- For colonies containing nesting gulls, terns, and/or black skimmers, all project activity occurring within 400 meters (700 meters for brown pelicans) of an active nesting colony should be restricted to the non-nesting period (i.e., September 16 through April 1).

7.0 LIST OF PREPARERS

Odessa Bowen – Environmental Protection Specialist, NISTAC Contractor
Tiffany Spann-Winfield –Deputy Environmental Liaison Officer, FEMA
Daphne Owens – Historical Preservation Specialist, FLUOR Contractor
Jason Emery – Lead Historical Preservation Specialist, FEMA

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8.0 REFERENCES

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Louisiana Coastal Area Terrebonne Basin Barrier Shoreline Restoration Project (www.lca.gov/Projects/3/Default.aspx)

Coastal Protection and Restoration Authority of Louisiana (www.ocpr.louisiana.gov/crm/coastres)

Louisiana Coastal Facts – Office of Coastal Protection and Restoration Authority of Louisiana (www.ocpr.louisiana.gov/coastalfacts.asp)

Barataria Basin Barrier Shoreline [BBBS] Restoration Project EIS, 2012

Appendix A
Site Photographs

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View facing south on A.O. Rappelet Road towards Fourchon Beach



Emergent wetland vegetation



View facing east on Fourchon Beach showing damaged boudin bags



Damaged boudin bags and geotextile fabric



View facing east – vegetated dune barrier



View facing south on A.O Rappelet Road



View facing east on Fourchon Beach



View facing east-southeast on Fourchon Beach



View facing south towards Gulf of Mexico



View facing southwest on Fourchon Beach

Appendix B
Agency Correspondence

Please see scanned documents in pdf version

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Revisions per Bryce comments of 7-9-2009.wpd

DISCUSSED BETWEEN BRYCE AND PAB 7-20-09

VERIFY PROPERTY DESCRIPTIONS AGAINST ALIGNMENT
SPELL CHECK & FORMAT

AGREEMENT

PARISH OF LAFOURCHE
STATE OF LOUISIANA

BE IT KNOWN, that on this ____ day of _____ July, 2009.

BEFORE ME, the undersigned authority and competent witnesses, personally appeared:

James L. Caillouet

a full age resident of the Parish of Lafourche, State of Louisiana, appearing herein in his capacity as President of **CAILLOUET LAND CORPORATION**, a corporation organized under the laws of the State of Louisiana, whose address is 618 Canal Blvd., Thibodaux, La 70301, with mailing address at P. O. Box 292, Thibodaux, Louisiana 70302, whose Tax Identification Number is 72-064-9548, herein represented by James L. Caillouet, its duly authorized president, hereinafter sometimes called "Grantor", and

Larry Griffin

a full age resident of the Parish of Lafourche, State of Louisiana, appearing herein in his capacity as President of the Greater Lafourche Port Commission, and who is specifically authorized to enter into and execute this instrument by _____ **No.** _____ of the Greater Lafourche Port Commission on the 10th day of June, 2009, a certified copy of which is attached hereto, and labeled **Exhibit "2"**, whose physical address is 16829 East Main Street, Galliano, Louisiana 70354 and whose mailing address is P. O. Drawer 490 Galliano, Louisiana 70354.

1.

WHEREAS, there presently exists a seawall constructed in 1986 by Grantee which is located on a strip of land owned by Grantor measuring not more than fifty feet (50') width designated as "Seawall Servitude " on the attached Plat of Survey prepared by Leonard

Chauvin P.E., P. L. S., Inc. Civil Engineer-Land Surveyor, 618 Canal Blvd., Thibodaux, LA. -marked **Exhibit "1"** and made a part hereof, which is hereinafter referred to as the "Seawall."

2.

WHEREAS, Grantee alleges that it has acquired certain rights to the property occupied by the existing Seawall.

3.

WHEREAS, Grantor disputes the right of Grantee to occupy the land occupied by the existing Seawall and contends that if Grantee has acquired or is entitled to acquire any rights of ownership, use or servitude on Grantor's land occupied by the Seawall, Grantor is entitled to damages and just compensation under the law. Grantee disputes Grantor's claim.

4.

WHEREAS, in order to settle the issue of whether Grantee has any rights of ownership and/or use of the land occupied by the Seawall, and the lands referred to herein as "Servitude Lands" and to avoid litigation, Grantor and Grantee desire to establish a contractual servitude burdening Grantor's land for use by Grantee for the existing Seawall mentioned herein above or as a replacement thereof, and under which Grantee does hereinafter explicitly release any and all claims, and any and all right, title and interest in and to the Grantor's land occupied by the Seawall, and the lands referred to herein as "Servitude Lands", other than the rights established by this Servitude Agreement, all as more fully provided for hereinafter and Grantor does hereinafter explicitly release and acquit any and all claims to damages and/or just compensation under law to which it may be entitled on account of such occupancy and/or use of such land by Grantee and/or the Seawall other than those claims established by this Servitude Agreement, all as more fully provided for hereinafter.

5.

GRANT OF SERVITUDES

NOW THEREFORE, in and for the considerations, terms, limitations and provisions stated herein and agreed to by **Caillouet Land Corporation as Grantor, and the Greater**

Lafourche Port Commission as Grantee, and, subject to all provisions of this Agreement, Grantor does hereby burden its land described hereinafter with the following temporary, limited, personal servitudes affecting the surface of Grantor's lands which are described herein, to wit:

SEAWALL SERVITUDE: The surface of the fifty foot (50') wide strip of land more particularly described hereinafter as "Seawall Servitude", is burdened by this servitude for use by Grantee solely and exclusively for the construction and maintenance, repair, removal and existence of a seawall, at the sole cost and expense of Grantee, which seawall shall have the following purpose: *The purpose for the Seawall is to afford protection to land at, beneath and north of the Seawall from erosion by waters of the Gulf of Mexico but nothing herein shall constitute a representation or guarantee by Grantee that the Seawall will prevent any erosion.*

SEAWALL SERVITUDE LAND. The fifty (50') foot wide **Seawall Servitude** comprises _____ acres on the following land situated in Section 24, T23S, R22E, Lafourche Parish, Louisiana:

COMMENCING AT A POINT LOCATED AT S78°40'54"E A DISTANCE OF 1449.29 FEET AND S27°45'12"E A DISTANCE OF 50.10 FEET FROM U.S.C. & G.S. MONUMENT, "TART", SAID POINT BEING THE POINT OF BEGINNING;
THENCE, N58°43'25"E A DISTANCE OF 175.66 FEET TO A POINT;
THENCE, N61°15'28"E A DISTANCE OF 454.41 FEET TO A POINT;
THENCE, N55°26'55"E A DISTANCE OF 516.74 FEET TO A POINT;
THENCE, N56°30'08"E A DISTANCE OF 691.05 FEET TO A POINT;
THENCE, S33°29'52"E A DISTANCE OF 50.00 FEET TO A POINT;
THENCE, S56°30'08"W A DISTANCE OF 690.59 FEET TO A POINT;
THENCE, S55°26'55"W A DISTANCE OF 518.82 FEET TO A POINT;
THENCE, S61°15'28"W A DISTANCE OF 455.85 FEET TO A POINT;
THENCE, S58°43'25"W A DISTANCE OF 177.63 FEET TO A POINT;
THENCE, N27°45'12"W A DISTANCE OF 50.10 FEET TO THE POINT OF BEGINNING;

All as shown on a map titled, *Map Showing a 50" Wide Seawall Servitude and 50' Wide Construction & Maintenance Servitude on Property Belonging to Caillouet Land Corporation in Section 24, T23S-R22E, Lafourche Parish, Louisiana*, dated, February 21, 2005, revised July 11, 2005, revised July 29, 2005, prepared by Leonard Chauvin P.E., P.L.S., Inc., 615 Canal Blvd, Thibodaux, Louisiana, which map is attached hereto, labeled **Exhibit "1"**, and made a part hereof.

CONSTRUCTION AND MAINTENANCE SERVITUDE: the fifty foot (50') wide strip of land immediately adjacent to and on the north side of the Seawall Servitude, more particularly described hereinafter as "Construction and Maintenance Servitude", is burdened in favor of Grantee whose use is and shall be limited to the construction, maintenance, repair and removal of a seawall upon and use of the Seawall Servitude for emergency access on and east of the Servitude Land during the existence of the Seawall Servitude.

CONSTRUCTION AND MAINTENANCE SERVITUDE LAND. The fifty (50') foot wide **Construction and Maintenance Servitude** comprises _____ acres on the following land situated in Section 24, T23S, R22E, Lafourche Parish, Louisiana:

COMMENCING AT A POINT LOCATED AT S78°46'36"E A DISTANCE OF 1449.29 FEET FROM U.S.C. & G.S. MONUMENT, "TART";
SAID POINT BEING THE POINT OF BEGINNING;
THENCE, N58°43'25"E A DISTANCE OF 173.70 FEET TO A POINT;
THENCE, N61°15'28"E A DISTANCE OF 452.98 FEET TO A POINT;
THENCE, N55°26'55"E A DISTANCE OF 514.66 FEET TO A POINT;
THENCE, N56°30'08"E A DISTANCE OF 691.51 FEET TO A POINT;
THENCE, S33°29'52"E A DISTANCE OF 50.00 FEET TO A POINT;
THENCE, S56°30'08"W A DISTANCE OF 691.05 FEET TO A POINT;
THENCE, S55°26'55"W A DISTANCE OF 516.74 FEET TO A POINT;
THENCE, S61°15'28"W A DISTANCE OF 454.41 FEET TO A POINT;
THENCE, S58°43'25"W A DISTANCE OF 175.66 FEET TO A POINT;
THENCE, N27°45'12"W A DISTANCE OF 50.10 FEET TO THE POINT OF BEGINNING;

All as shown on a map titled, *Map Showing a 50" Wide Seawall Servitude and 50' Wide Construction & Maintenance Servitude on Property Belonging to Caillouet Land Corporation in Section 24, T23S-R22E, Lafourche Parish, Louisiana*, dated, February 21, 2005, revised July 11, 2005, revised July 29, 2005, prepared by Leonard Chauvin P.E., P.L.S., Inc., 615 Canal Blvd, Thibodaux, Louisiana, which map is attached hereto, labeled **Exhibit "1"**, and made a part hereof

ACCESS SERVITUDE. Grantee shall have access to the Seawall Servitude and to the Construction and Maintenance Servitude via a route which is least burdensome to Grantor according to the following:

A. Public Roads and Other Driveways. Should access be available via any public road, or public drives, such route shall be considered the least burdensome to Grantor and shall be used for access by Grantee.

B. Other. Should Grantee not have access via Public Roads and Other Driveways as described above, to the Seawall Servitude or the Construction and Maintenance Servitude, or should conditions exist so as to prevent access thereby to all or parts of those servitudes, Grantee shall have the option to request establishment of a replacement access servitude reasonably suited, least damaging and least burdensome to Grantor, to provide access to the the Seawall Servitude and to the Construction and Maintenance Servitude

C. Temporary Access to all or a part of the Seawall Servitude and to the Construction and Maintenance Servitude may be requested by Grantee and granted by the Grantor, according to the following:

i. Should temporary access to all or a part of the Seawall Servitude and/or to the Construction and Maintenance Servitude for a period of less than 90 days be necessary or desirable due to inability to reach all or part thereof because the “Public” or the “Other” access described hereinabove have been rendered physically unusable for a purpose necessary to the installation, or maintenance of the Seawall,(hereinafter “Necessary Purpose”), Grantee shall make written request for Temporary Access to all or part of the Seawall Servitude and/or to the Construction and Maintenance Servitude by a route or routes reasonably suited, least damaging and least burdensome to Grantor for the Necessary Purpose, all of which shall be described with particularity in the writing. .

ii. Promptly after receipt of a request from Grantee for Temporary Access, Grantor shall in writing describe the location of the Temporary Access Servitude which shall provide access:

1. from the nearest public road,

2. across Grantor’s land by a single path reasonably suited, least damaging and least burdensome to Grantor, being not greater than one hundred feet (100') feet in width to be chosen by Grantor.

iii. Grantor shall have the right and option to designate any and all Temporary Access routes for any and all accessions. Notwithstanding the foregoing provisions, Grantor

shall NOT be required to grant the request of Grantee for such an alternative servitude for access.

Following any use by Grantee of land owned by Grantor for Grantee's Temporary Access, the right to access the Servitude Land through such Temporary Access shall terminate and said land shall no longer be of use to Grantee. Grantee shall not acquire by the grant or by use of Temporary Access any right whatsoever in the lands so used.

Should Grantee fail upon termination of the servitude rights granted hereunder, to timely remove any seawall, structure, constructions or other of its things from the Servitude Lands, the presence thereof shall not operate to continue any right to use the property.

“SERVITUDE LANDS” as used in this Agreement means any land owned by Grantor which is or which becomes subject to this Agreement and any land belonging to Grantor which is used by Grantee pursuant to this Agreement.

TERM: The Seawall Servitude and the Construction and Maintenance Servitude and the right to Access Servitude shall coexist and the rights in and to each shall expire twenty-five (25) years from the effective date of this Agreement, or two years after the existing seawall is removed, destroyed or damaged to such extent that it shall no longer function to protect the land at, beneath and north of the Seawall from erosion by waters of the Gulf of Mexico, and has not been rebuilt or replaced on the Seawall Servitude by a reconstructed or replacement seawall, whichever occurs earlier.

Month-to-Month Recondution. Notwithstanding the foregoing TERM provision, this Agreement shall continue on a month to month basis under the same terms and conditions beyond the TERM until such time as Grantor or Grantee shall give the other party written notice that the TERM of this Agreement has expired and which notice shall address the disposition of the Seawall and anything installed by Grantee on the Servitude Lands.

In such case, the right of Grantee to occupy the Servitude Lands shall terminate expiration of the TERM or thirty (30) days after delivery of the notice. EXCEPT that Grantee shall be permitted 180 days after delivery of the notice to cause removal of the Seawall and any other things which it installed on the Servitude Lands, in which case rights and obligations of Grantor and Grantee shall be governed by this Agreement. **Should Grantee fail to timely**

remove the Seawall and any other things which it installed on the Servitude Lands, Grantor shall have the right to remove the same and recover the cost associated therewith from Grantee.

PERSONAL SERVITUDES The servitudes granted herein are personal to the Grantee named herein and are not predial and are non-transferable, non-heritable and may not be assigned, sold, inherited, leased, loaned, licensed, encumbered, used or otherwise transferred in any manner, in whole or in part, to any other party, private or public and not even Grantee's parent, or related entity and including but not limited to the State of Louisiana, the Parish of Lafourche, the United States of America, or any of its or their departments or agencies, nor to any local or municipal entities or bodies, nor to other port commission or any governmental entity which may have jurisdiction now or in the future over the property where the servitudes are situated. Nothing in this Agreement shall be construed as an -agreement by or obligation of Grantor to permit any such transfer.

6.

CAUSE . The cause and consideration for the servitudes granted herein, are as follows:

A. To establish a contractual basis for the continued presence of the Seawall on the Seawall Servitude land and for the repair, improvement, reconstruction, replacement and removal thereof and to provide a contractual Construction and Maintenance Servitude for the purposes described herein and means of access thereto.

B. To settle a dispute between Grantor and Grantee by the following mutual release:

1. Grantee's Release

Grantee does hereby release unto Grantor , and acquit and any and all claims, to and any and all right, title and interest in and to:

- i. Grantor's land which is now or which has in the past been occupied by a seawall installed by or for Grantee,
- ii. Grantor's lands described herein as the Seawall Servitude, and the Construction and Maintenance Servitude.

2. Grantor's Release:

Grantor does hereby release and any and all claims to for damages and/or just compensation under law to which it may be entitled on account of previous occupancy, taking or other use by Grantee prior to execution of this Agreement of:

- i. Grantor's land which is now or in the past been occupied by a seawall installed by or for Grantee
- ii. Grantee's lands described herein as the Seawall Servitude or the Construction and Maintenance Servitude.

7.

ADDITIONAL RESTRICTIONS

A. Use of Servitude Land and the Seawall as it exists now and in the future shall be limited to the purposes and uses explicitly described in this Agreement and none other. Without enlarging the restriction of use of the Servitude Land solely for a seawall and the construction, maintenance, repair and removal thereof, emergency access on and east of the Servitude Lands, none of the servitudes established or to be established under this Agreement, and any appurtenance of the seawall, shall be used or granted for use by Grantee or by any permittee of Grantee, nor shall Grantee invite or encourage or take any steps to prevent Grantor from prohibiting, stopping or preventing any of the following on the Seawall or the Servitude Lands:

Any use by the general public for any purpose and /or by any third party for recreational, commercial, industrial or governmental use or activity other than explicitly permitted herein for a Seawall. Without limiting the breadth of this prohibition, and as example neither the Seawall nor the Servitude shall be available for use by Grantee or any third party permittee of Grantee, or by the public for any recreational, commercial, industrial or political signage, nor for or in connection with any pipe line, flow line, electrical line, telephone line, optical cable, telegraph line and any and all type of cable, any pipe line, sewer, electrical equipment, tower, antenna, or other structure, or for any well or any

mining, or exploration for minerals, water or other substances or for climbing, sunbathing, picnicking, diving, swimming, hunting, sight seeing, fishing, boat launch facilities, boat mooring, boat docking or, for use to access the beach, the Gulf of Mexico.

Nothing herein shall be construed to modify the provisions of that certain right of way in favor of Lafourche Parish affecting certain land owned by Caillouet Land Corporation, which land is more fully described therein, and which "RIGHT OF WAY DEED" is recorded at COB 455, Page 257, Entry # 341901, in the office of the Clerk of Court and Recorder, Lafourche Parish, Louisiana.

Grantee shall install and maintain not less than one metal sign on the west end of the Seawall measuring not less than 4'x 4' in a legible condition prohibiting any and all use by the public and -others of the Seawall and the Seawall Servitude.

B. Grantee shall not grant use of the Servitude Lands, or any seawall thereon or appurtenance thereon nor the Temporary Access Servitude by any third party, EXCEPT Grantee's Contract Permittees during construction and maintenance for the purposes and uses explicitly described in this Agreement.

C. Grantee shall not use the Servitude Lands at any time for any illegal or unlawful purpose, the commission of any crime, any acts of nuisance, waste off or on the Seawall Servitude or any seawall thereon nor commit, any environmental damage on or originating from any of the Servitude Land or any Seawall thereon.

D. Grantee shall not be considered in default of this Agreement in the event of trespass onto the Servitude Lands by third parties unless Grantee shall have granted permission for or encouraged such trespass by any ordinance, signage, publication contract, or other means.

8.

OTHER PROVISIONS AND LIMITATIONS

(BRYCES REQUEST OK)

A. Grantee will give prompt written notice to Grantor of any of the following:

(i) applications, communications, meetings or negotiations initiated by Grantee for or in connection with any permitting matter directly concerning:

- (a) repair, improvement, reconstruction or replacement of the Seawall,
- (b) repair of any land over which servitudes are granted herein which repair is necessitated by Grantee's repair, improvement, reconstruction or replacement of the Seawall; or
- (c) mitigation of any environmental and ecological damage caused by Grantee in its repair, improvement, reconstruction or replacement of the Seawall which mitigation is required by any agency of the State of Louisiana, the Parish of Lafourche, any of its agencies, any flood control authority, any levee district, any local governmental body, the United States of America and any of its or their departments and agencies, or any other permitting agency, and under any law or regulation.

Grantee shall make available to Grantor copies of all correspondence **not protected by the attorney client privilege between Grantee and its attorney**, meeting records or negotiations related thereto so that Grantor will have an opportunity to comment and become involved in such permitting matters;

- ii) anticipated schedule and notice of completion of maintenance and repairs to any land over which servitudes are granted herein;
- iii) Grantee's receipt of any tax notice assessing an ad valorem tax upon any land over which servitudes are granted herein and either being imposed upon, or paid by, Grantee;
- iv) Grantee's receipt of notice of any liens, privileges or claims that have been filed against or in connection with Grantee's repair, improvement, reconstruction or replacement of the Seawall;
- v) Knowledge of any accident having occurred on the Seawall or, during the time of Grantee's use thereof, any land over which servitudes are granted herein and service of any suit filed in court or arbitration proceeding naming Grantee as a party and arising on or in connection with either (a) such accident, (b) any alleged condition of the Seawall and/or (c) any occurrences on the Seawall or, during the time of Grantee's use thereof, any land over which servitudes are granted herein;

vi) Grantee's receipt of any requests and/or notices from any governmental body or any entity having powers of expropriation to perform any work on the Seawall; Grantee shall immediately refer to Grantor all parties giving such notices or making such request. Grantee shall make available to Grantor copies of any such notice and/or request and the name, and address of the governmental body or entity making such request.

To the extent known by Grantee, such notices shall provide reasonably specific detail to Grantor as to the origin and nature thereof, and Grantee shall make available to Grantor a complete copy of any and all associated, papers in its possession **that are not protected by the attorney client privilege between Grantee and its attorney**, upon request of Grantor.

C. Grantor shall not be obligated to bear the cost of any of the following:

- i) increase in property tax or new tax assessed on the Servitude Lands, directly resulting from any use of or thing on the Servitude Lands owned by or installed for Grantee and not from any construction by or for Grantor.
- ii) any fine, penalty, sales or other tax assessed by any governmental entity directly resulting from any use of or thing on the Servitude Lands by or for Grantee.

Grantor shall promptly after receiving knowledge thereof, notify Grantee of the assessment or imposition of any such tax increase, fine or penalty. Grantee shall thereafter pay, contest and/or discharge such tax increase, fine or penalty. Should such efforts of Grantee be unsuccessful, Grantee shall pay the same, or reimburse Grantor for any of the above described costs **if the same shall have been paid by Grantor**.

D. Grantee shall observe and comply with all federal, state and municipal laws, ordinances, regulations, orders, licenses and permits, pertaining to any use ~~of~~ or activity conducted by Grantee upon the Servitude Lands.

E. Grantee shall provide Grantor a copy of all licenses and permits under which Grantee or its contractor(s) conduct any activity on the Servitude Lands promptly upon issuance thereof or commencement of any such activity.

F. Grantee shall not encumber or alienate in any manner, whether by design or by default, the Servitude Lands or any right granted hereunder.

G. Grantee shall use its best efforts to obtain external third party grant funding from federal, state or other local sources for the following:

- i. repair of naturally occurring damage to the Seawall Servitude and/or the Construction and Maintenance Servitude;
- i. removal from the Construction and Maintenance Servitude of debris deposited thereon by high water from storm tied(s) and/or storm surge(s).

Upon receipt of such grant funding, Grantee shall diligently pursue such repair of damage and/or removal of debris. However, should Grantee be unable to secure such grant funding, Grantee shall not be obligated to perform any such repair or removal. Aside from the repairs required of Grantee herein ~~under Subsection Q below~~, Grantee is under no obligation **by reason of this Agreement**, to perform any repair of damage or removal of debris from the Servitude Lands or fund any such repair of damage or removal of debris from the Servitude Lands from the self-generated revenues of Grantee.

H. Grantee warrants and agrees that its use of the Servitude Lands shall never be adverse to the possession or title of Grantor for the purpose of establishing possession, ownership or any right of use by Grantee but this warranty and agreement shall not prevent or be considered an impediment to the collection or recovery by Grantor of damages and charges for unauthorized use, or for actual, punitive or other demonstrable damages.

I. No provision of this agreement shall constitute a limitation of Grantor's rights to seek and recover damages against Grantee, its Contract Permittees or any other party utilizing the Servitude Lands for or with permission of Grantee EXCEPT as to the claim(s) explicitly released by Grantor herein.

J. "Contract Permittees" as used herein includes Grantee's employees, contractors and consultants through which the bona fide business and work of Grantee may be conducted and for whose acts and omissions in connection with use of the Servitude Lands Grantee hereby contracts liability in solido with them during such work.

K. No Warranty. Grantee and Grantor hereby specifically agree that Grantor does not warrant the servitudes granted herein or its right, title or interest in or to the Servitude Land and in no event shall Grantor be held liable by or to Grantee for any of the following that may result from any failure or limitation of Grantor's title or rights to grant the servitudes herein described: injury, damage, loss or expense or for return of any thing given as consideration hereunder, or the value of any seawall, sign or other thing on the Servitude Land or the cost to remove, relocate and/or reconstruct any or all such things as may be situated on the Servitude Lands Grantor does not warrant the Servitude Land, or any Temporary Access Servitude, or any feature or condition thereof to be safe, or fit for any use now or in the future by Grantee or others. Grantee does hereby waive any and all warranties of title, and fitness for any use even the use for which this Agreement is contracted. Grantor does not warrant Grantee's peaceful possession of the Servitude Land against third parties claiming a right to use, possess or otherwise occupy the Servitude Land and Grantee waives any such warranty.

L. Grantor and Grantee agree that each party shall provide written notice to the other of any and all claims by any third party to ownership or title of the Servitude Land promptly upon obtaining information about any such claim or intent by any third party to assert any such claim.

M. This agreement shall not vest in or ever be construed to vest in Grantee or anyone else any right, title or interest in or to the Servitude Land, any Temporary Access Servitude land except the servitude rights explicitly granted herein, or in and to any minerals or mineral rights in, on, under, or in respect to Grantor's lands or as requiring the consent of Grantee or anyone else to any lease, agreement for passage, use, servitude or any grant or other contract affecting either the minerals or mineral rights in, under or in respect to Grantor's land EXCEPT that Grantor agrees that it shall not drill for minerals from the surface of the Servitude Land.

N. Grantor retains all rights to use and permit use of the sub-surface of the Servitude Land and any Temporary Access Servitude for all purposes EXCEPT that

Grantor shall not install or permit the installation of any pipe line or other similar installation shallower than -30 NGVD beneath the Seawall Servitude. Any pipe line or similar installation shall be directionally drilled beneath the Seawall servitude.

O. Grantor may use the Servitude Lands for all purposes and agrees that such use shall not foreclose nor unreasonably interfere with use thereof by Grantee when such use by Grantee is necessary for the purposes for which the servitude is granted herein. Grantor shall have and retain the right to use the Servitude Lands for all purposes and Grantee is cognizant tht Grantor intends to construct or permit construction of one or more piers and walkways over and across the Servitude Land and the Seawall which shall not be considered an encroachment upon the rights of Grantee hereunder.

P. Grantee shall have no right to permit any use nor to charge or collect any fee, royalty or other payment from Grantor or any third party for installation on, under, or over the Servitude Lands of any pipe line, flow line, cable, wire, or the like. Grantor retains the sole right to permit such installations and to collect fees and other considerations for use of its land.

Q. Grantee shall repair and restore any rutting, and other damage suffered by the Servitude Lands as a direct result of Grantee's or Grantee's Contract Permittees use thereof.

R. Knowledge on the part of Grantor of any violation of this Agreement by Grantee or its permittees and/or failure of Grantor to promptly enforce the terms of this Agreement shall not constitute a waiver or violation by it of any of the terms hereof or any of its rights. Failure on the part of Grantor to strictly and promptly enforce the provisions of this Agreement shall not operate as a waiver of any of Grantor's rights or the provisions of this Agreement. Grantor hereby reserves the right to always enforce this Agreement where appropriate, regardless of any indulgences or extensions granted by Grantor.

S. Except in the event such failure by Grantee shall have materially prejudiced Grantor's ability to respond to the notice and or the activity, condition, plan or event described in the notice.by taking action to protect Grantors interest in the subject of

the notice. Grantee will not be considered in default or breach of any obligations assumed under this Agreement by its failure to timely provide any notice required hereunder insofar as such failure to provide such timely notice was neither willful nor committed in bad faith. Furthermore, Grantee will be allowed thirty (30) days to cure any alleged breach or default of this agreement following receipt of written notice thereof provided by Grantor.

9.

INDEMNITY. Grantee agrees to protect, defend, hold harmless, indemnify and insure at its sole cost and expense without any pecuniary limitation whatsoever, the following:

Caillouet Land Corporation its parent, subsidiary, and affiliated entities, and their invitees, contractors, sub-contractors, consultants, attorneys, agents, employees, and the officers, directors, stockholders, partners and the insurers of all of the foregoing (hereinafter referred to as "Indemnitees"),

of and from any and all liabilities, losses, damages, expenses, claims, demands and causes of action, of whatsoever kind or nature, including but not limited to wrongful death and/or survival actions as well as all suits at law or in equity, or proceedings before administrative, regulatory or other governmental agencies or bodies, arbitrations or other alternative dispute resolution proceedings, and from any and all judgments, settlements, civil or criminal fines or penalties, and from investigation costs and expense actually incurred by Grantor, litigation costs and expenses and including but not limited to the fees of experts and attorneys actually incurred by Grantor, and all other direct or indirect losses, expenses, damages or costs suffered or actually incurred by the Indemnitees or for which the Indemnitees may be liable, arising or resulting directly from the execution of this Agreement, or from Grantee's exercise of any rights granted under this Agreement, or from Grantee's use of the Servitude Lands used by Grantee in connection with this Agreement, or from any work or activity by or at the direction of Grantee on the Servitude Land, any Seawall or other structure thereon or upon the Servitude Lands even and particularly when caused or contributed to by Indemnitees' sole negligence or legal fault, or joint, or concurrent negligence or legal fault, or under circumstances under which Indemnitees may be liable under strict or absolute liability

principles, or under any federal or state worker's compensation law, or under any federal, state or local statute, law or ordinance bearing upon the environment, waste management, pollution, wildlife and fisheries, water quality, water bottoms, navigation, transportation, commerce, as well as under any other federal, state or local statute, law or ordinance on any subject whatsoever, or in contract, tort or any other legal theory.

Notwithstanding the foregoing, Grantee shall not be obligated to indemnify for any of the foregoing injury, damage, loss or expense to the extent that such is caused by any Indemnitees' intentional misconduct or by any Indemnitees' gross or wanton negligence in use of the Servitude Lands.

10.

INSURANCE. Grantee warrants and guarantees that, at its sole cost and expense, it shall obtain, or require its Contract Permittees to obtain, prior to any use of any of the Servitude Land and shall keep in full force and effect for the duration of said use of the Servitude Land, policies of insurance naming as insured and protecting Grantee and assigns and its or their Contract Permittees, and naming as additional insureds all of the following:

Caillouet Land Corporation its parent, subsidiary, and affiliated entities, and their invitees, contractors, sub-contractors, consultants, attorneys, agents, employees, and the officers, directors, stockholders, partners of all of the foregoing (hereinafter referred to as "Additional Insured(s)"),

All such insurance policies shall be underwritten by insurers rated by Best's Insurance Reports as A+ or better during the period of coverage and provide the following minimum coverages, to wit: broad form comprehensive general liability insurance; owners, landlords and tenants insurance; contractual liability insurance coverage specifically insuring the obligations of Grantee under this Agreement; liability insurance coverage for pollution spill, pollution clean-up, pollution remediation, pollution legal liability and, in addition, liability insurance coverage for sudden and accidental pollution spills and insurance for contingent pollution coverage; and insurance coverage for all employee liability. Notwithstanding any of the foregoing, said coverage for pollution spill, pollution clean-up, pollution remediation, pollution legal liability, sudden and accidental pollution spills and contingent pollution coverage shall be required of the Grantee or Contract Permittees only for the duration of any

construction and/or maintenance work performed on the Servitude Land. Each such coverage shall, at minimum, provide separate limits of liability for *no less than* Five Million and 00/100 (\$5,000,000.00) dollars or such additional or greater limits as Grantee shall maintain under its policies.

Grantee's Contract Permittees shall endorse their policies to name as additional insureds all of the Additional Insured(s) and Grantor shall have the option to require that any and all of Grantee's Contract Permittees shall carry the same type of insurance coverages and limits of liability required by this agreement to be carried by the Grantee.

All insurance policies required by this agreement to be obtained and/or maintained by Grantee and/or any Contract Permittees shall be primary to and non-contributory with other insurance issued directly to Additional Insured(s) or to any of them and that insurance issued directly to Additional Insured(s) or to any of them shall be excess and non-contributing coverage, and such policies shall so provide.

Nothing herein shall be construed as representing or requiring that Grantor and/or any Additional Insured(s) are obligated to or shall be obligated to obtain and maintain any insurance coverage.

Nothing in any insurance policies required by this Agreement 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 Caillouet Land Corporation, its parent, subsidiary, and affiliated entities, and including officers, directors, stockholders, partners of the foregoing, which may be caused by any of the other Insureds in such policies.

Grantee shall keep Grantor supplied with insurance endorsements and other documentary evidence that all required insurance coverage is in full force and effect with underwriters meeting the above requirements and evidencing that the parties described hereinabove are specifically named as insured/additional insured on all policies and that such policies are primary to and non-contributory with other insurance issued directly to Additional Insured(s) or to any of them and that insurance issued directly to Additional Insured(s) or to any of them shall be excess and non-contributing coverage. The parties agree that failure of Grantee to obtain and keep in force the insurance required herein and

specifically naming as insured/additional insured, the parties required by this agreement to be insured therein, and upon reasonable request of Grantor, to supply Grantor with evidence of compliance with these insurance requirements shall be grounds for Grantor to prohibit access to and use of the servitude land and such prohibition shall not suspend or interrupt any of Grantee's obligations under this Agreement.

The parties agree that, should Grantee or its Contract Permittees fail to obtain the insurance coverage required herein, or upon reasonable request of Grantor therefor, fail to provide Grantor with appropriate evidence of insurance coverage as required herein, Grantee shall not have any use of Grantor's land until all insurance coverage has been obtained and Grantor has been provided with appropriate evidence of insurance coverage as required by this Agreement. Grantee warrants that should such required insurance be canceled, suspended, modified, or the coverage limits reduced, it shall immediately suspend operations on all use of Grantor's land and notify Grantor of the particulars thereof.

V. Grantor is not hereby obligated and does not agree to allow the burden of use of the Servitude Land and any Servitude for any purpose than specifically permitted herein.

A. The Exhibits mentioned in the body of this Agreement and the Exhibits attached to this Agreement are and shall be considered part of this Agreement.

B. No amendment, modification, termination or waiver of any provision of this Agreement or consent to any departure shall be effective unless made in writing and signed by Grantor and Grantee.

C. NOTICES. All notices to Grantor and all notices to Grantee concerning this Agreement, and/or the Servitude Land and any Temporary Access Servitude and including all notices required under the provisions of this Agreement, shall be written and require actual delivery to the party entitled to receive such notice. Grantor and Grantee shall receive such notices at their address shown on the first paragraph of this agreement, unless and until they shall have notified the in writing of a change of address, or such written notice may be delivered to the registered agent in Louisiana or other officer designated by law for service of process on the party to which such notice is directed.

THE FOLLOWING PROVISIONS ARE HEREBY SPECIFICALLY BROUGHT TO THE ATTENTION OF GRANTEE AND BY EXECUTING THIS AGREEMENT, GRANTEE HEREBY ACKNOWLEDGES THAT GRANTEE HAS READ THE FOLLOWING PROVISIONS:

GRANTEE HEREBY WAIVES ANY AND ALL WARRANTIES PROVIDED AND/OR IMPLIED BY LAW OR ANY PROVISION OF THIS AGREEMENT AS TO THE SUITABILITY OF THE LAND WHICH IS BURDENED BY THE SERVITUDE(S) GRANTED HEREIN FOR ANY PURPOSE WHATSOEVER, AND AS TO ANY WARRANTY PROVIDED OR IMPLIED BY LAW OR BY THIS AGREEMENT AGAINST ALL VICES OR DEFECTS WHICH ARE PRE-EXISTING OR ARISE AFTER EXECUTION OF THIS AGREEMENT, WHETHER SUCH DEFECTS ARE KNOWN OR UNKNOWN. FURTHER, GRANTEE ASSUMES LIABILITY FOR ALL VICES OR DEFECTS WHICH ARE PRE-EXISTING OR ARISE AFTER EXECUTION OF THIS AGREEMENT, WHETHER THOSE DEFECTS ARE KNOWN OR UNKNOWN. NOTHING HEREIN SHALL RELEASE OR RELIEVE GRANTEE'S OBLIGATIONS, TO THE EXTENT PROVIDED FOR HEREIN OR BY LAW TO REPAIR AND MAINTAIN THE SEAWALL AND SERVITUDE LANDS OR ITS LIABILITY TO THE EXTENT PROVIDED FOR HEREIN OR BY LAW FOR FAILURE TO SO REPAIR AND MAINTAIN THE SEAWALL AND SERVITUDE LANDS.

IN WITNESS WHEREOF I have hereunto set my hand under the authority of the Greater Lafourche Port Commission_____ on the ____day of _____, 2009, in _____, Louisiana..

WITNESSES:

GREATER LAFOURCHE PORT COMMISSION

(type/print name)

BY:_____
Larry Griffin, President

(type/print name)

IN WITNESS WHEREOF I have hereunto set my hand, in Thibodaux, Louisiana, on

this _____ day of _____, 2009.

WITNESSES:

CAILLOUET LAND CORPORATION

(type/print name)

BY:_____
James J. Caillouet, President

(type/print name)

(type/print name)

NOTARY PUBLIC

Bar/Notary No.

CORPORATE CERTIFICATE

**STATE OF LOUISIANA
PARISH OF LAFOURCHE**

BEFORE ME, _____, the undersigned Notary Public, duly commissioned and qualified in and for the State and Parish aforesaid, on this _____ day of _____, 2009 personally appeared James L. Caillouet, to me known, who declared that:

1. He is the corporate secretary of **Caillouet Land Corporation**.
2. The above and foregoing act was duly executed by **James L. Caillouet** who is the corporate President of **Caillouet Land Corporation** having the authority of the Board of Directors of the said corporation to execute the foregoing Agreement between Caillouet Land Corporation and the Greater Lafourche Port Commission as the free and voluntary act and deed of the said corporation, for and on behalf of the corporation and for the objects and purposes therein set forth.

James L. Caillouet

NOTARY PUBLIC

(type/print name)

Bar/Notary No.

GREATER LAFOURCHE PORT COMMISSION RESOLUTION

The following resolution was offered by _____, who moved for its adoption, seconded by _____, and adopted by the following vote:

_____ Yeas
_____ Nays
_____ Absent

RESOLVED, that the GREATER LAFOURCHE PORT COMMISSION does hereby authorize Larry Griffin, President, to execute the attached Agreement with CAILLOUET LAND CORPORATION, on the terms and conditions as are contained in said agreement.

I, Wilbert Collins., Secretary of the GREATER LAFOURCHE PORT COMMISSION, hereby certify the above and foregoing to be a true and exact copy of a resolution adopted by said Board at its _____ meeting held on _____, _____, 2009, at which a quorum was present, and the same has not been revoked, rescinded or altered in any manner, and is in full force and effect.

WITNESS MY HAND and the seal of the GREATER LAFOURCHE PORT COMMISSION at Galliano, Louisiana, on the _____ day of _____, 2009.

Wilbert Collins, Secretary

VERIFY DESCRIPTION

EXHIBIT “1”

TO AGREEMENT BETWEEN
THE GREATER LAFOURCHE PORT COMMISSION
AND
CAILLOUET LAND CORPORATION

“Map showing a 50' wide Seawall Servitude with a 50' wide Construction & Maintenance Servitude on property belonging to Caillouet Land Corporation in Section 24, T23S-R22E, Lafourche Parish, Louisiana”, dated February 21, 2005, prepared by Leonard Chauvin P.E., P.L.S. Inc., Civil Engineer - Land Surveyor, 615 Canal Blvd, Thibodaux, Louisiana, which map is attached hereto, labeled **Exhibit “1”**

EXHIBIT “2”

TO AGREEMENT BETWEEN
THE GREATER LAFOURCHE PORT COMMISSION
AND
CAILLOUET LAND CORPORATION

No. _____ of the Greater Lafourche Port Commission on the _____ day of _____, 2009,
a certified copy of which is attached hereto, and labeled **Exhibit “2”**

STATE OF LOUISIANA

PARISH OF LAFOURCHE

SEAWALL SERVITUDE

THIS SEAWALL SERVITUDE is made and entered into this ____ day of the month of **AUGUST, 2012** by and between **CITY OF NEW ORLEANS**, as Trustee under the Wisner Trust created by Edward Wisner and recorded in Lafourche Parish, Louisiana, in the records in Book B, under Entry No. FOLIO 295, hereinafter referred to as **TRUSTEE** and herein represented by the Mayor of New Orleans, duly authorized hereunto by a resolution of the Edward Wisner Donation Advisory Committee and the City Council, certified copies of which are attached hereto, together with the **MEDICAL CENTER OF LOUISIANA AT NEW ORLEANS; THE SALVATION ARMY, INC.; THE ADMINISTRATORS OF THE TULANE UNIVERSITY EDUCATIONAL FUND** and the **HEIRS OF EDWARD WISNER**, herein represented by **WENDELL H. COOK, JR.; CHRISTOPHER T. COOK; TIMOTHY M. COOK; ANDREW J. COOK; JOHN P. COOK**; individually, and as Trustee of the Jane Peneguy Cook Family Trusts A, B, and E; **KATHY M. TEMPLE; LOUISE N. PENEGUY; EDWARD W. PENEGUY, JR.; MICHAEL J. PENEGUY; ROBERT O. PENEGUY; WILLIAM A. PENEGUY; ANN P. BLOUNT; JANE P. CASEY; JAMES N. PENEGUY; RICHARD A. PENEGUY, JR; ELIZABETH P. GREEN; THE SUCCESSION OF DAVID CHARLES PENEGUY; MARK E. PENEGUY**; and **CHRISTOPHER T. PENEGUY**, hereinafter referred to collectively as “GRANTOR,”

AND

GREATER LAFOURCHE PORT COMMISSION, a body corporate and a political subdivision of the State of Louisiana, herein represented by its President, duly authorized hereunto by resolution of its Board of Commissioners, a certified copy of which is attached hereto and forms part hereof, hereinafter referred to as “GRANTEE.”

For and in consideration of the covenants expressed herein, and subject to the terms and conditions hereunder set forth, GRANTOR and GRANTEE do hereby agree to the following:

1. GRANTOR grants unto GRANTEE a temporary servitudes as provided hereunder over the parcels identified as "Servitude Lands" on the composite drawing dated July 6, 2012 and titled "Greater Lafourche Port Commission - Plat Showing Servitude Lands Belonging to Edward Wisner Donation Located in Section 24, T-23-S, R-22-E." attached hereto as Exhibit "A" (which property is hereinafter collectively referred to as "Servitude Lands"), for the construction, location, inspection, monitoring, maintenance, repair, replacement and/or removal of the Project and any ancillary activities related directly thereto.

It is hereby understood and agreed by the parties that the Servitude Lands will be surveyed at GRANTEE's expense within one hundred eighty (180) days following completion of initial construction of the Project by a surveyor approved by the parties hereto and that the survey will be used to describe the exact location and areal content of the Servitude Lands. The parties hereto agree to execute any documents necessary to amend this instrument to reflect the description of the Servitude Lands in accordance with the survey.

2. GRANTOR hereby confers upon GRANTEE the right to enter the Servitude Lands to construct, locate, inspect, modify, monitor, maintain, repair, replace and/or remove and to perform such other related activities necessary to complete the Project. The Project shall consist of the placement of a roughly fourteen (14) foot wide geotube attached to and anchored by two smaller, roughly four (4) foot geotubes (all three geotubes collectively referenced hereinafter as "Geotubes") which shall each run generally parallel to the coastline and the deposit of sand onto the Servitude Lands.

3. GRANTOR hereby grants to GRANTEE and its engineers, contractors and subcontractors a right of way, servitude and easement ("Access Servitude") over and across its lands for the sole purpose of accessing the Servitude Lands for the purposes of constructing, locating, inspecting, monitoring, maintaining, repairing, replacing and/or removing the Project, the Geotubes or portions thereof. The footprint of said Access Servitude shall coincide with the existing road/passageway generally identified on Exhibit A. During times of use, the Access Servitude shall be considered a component of the Servitude Lands. GRANTEE agrees to give reasonable notice to GRANTOR prior to initiation of access to the Servitude Lands.

4. During initial construction and, only with GRANTEE's prior approval, thereafter, GRANTOR hereby grants to GRANTEE and its engineers, contractors and subcontractors a right

of way, servitude and easement (“Construction Staging Servitude”) over and across its lands for the sole purpose of temporary storage and staging of construction equipment and/or materials to be utilized on the Project. The footprint of said Construction Staging Servitude is identified on Exhibit A. During times of use, the Construction Staging Servitude shall be considered a component of the Servitude Lands.

5. This Agreement shall become effective upon the date of the signature of GRANTEE and shall remain in effect for a primary term of thirty (30) years (“Primary Term”) unless sooner released by GRANTEE. Notwithstanding the foregoing provision, the term of this Agreement shall continue beyond the Primary Term on a month to month basis under the same terms and conditions until such time as GRANTOR or GRANTEE shall give one hundred twenty (120) days prior written notice to the other that the term of the Agreement shall expire.

6. The cause for GRANTOR granting the servitudes herein is the benefit derived by GRANTOR from the presence of the Seawall on the Servitude Lands. Said benefit is acknowledged by GRANTOR.

7. GRANTEE shall provide GRANTOR with copies of any and all applications for any permits, amendments thereto and any and all written communications relating thereto from and/or to any governmental agency having jurisdiction affecting the Servitude Lands during the term of this agreement. Failure to timely provide any such documentation shall not be considered a breach of this agreement unless such failure was intentional.

8. The servitudes granted herein are granted only for the respective functions set out above and all other rights to the Servitude Lands are retained by GRANTOR, including, but not limited to, the right to fish, hunt and trap on the property, all subsurface rights, including all rights to inject, reinject, mine, explore, drill and produce oil and gas and other minerals, water and other materials, and to perform additional mitigation work on the property for additional mitigation credit or credits to the extent said activities do not interfere with GRANTEE’s rights herein. GRANTOR expressly reserves the right to grant oil and gas leases, with the usual use of the surface to explore, capture and produce such minerals. Grantee shall not assign, sublease, transfer or convey said rights of servitude granted hereunder without the prior written consent of Grantor.

9. In addition to other remedies provided by law, in the event GRANTOR suffers damages, incurs any liability, or has any claim asserted against it by any party as a result of the exercise of GRANTEE's rights hereunder, or if GRANTEE violates or fails to comply with the foregoing provisions in the above paragraphs, GRANTEE shall indemnify and hold GRANTOR harmless for any and all costs and damages including, without limitation, GRANTOR's reasonable attorney's fees incurred by GRANTOR as a direct or indirect result of any such exercise of GRANTEE's rights, or presence on or use of the Servitude Lands by GRANTEE or its invitee, licensee, occupant or any other third party.

10. As additional consideration to GRANTOR, GRANTEE agrees to defend, indemnify, and hold harmless GRANTOR from any and all liability, damages, claims, causes of action, costs and expenses, including reasonable attorneys fees, caused by the construction, location, inspection, monitoring, maintenance, repair, replacement and/or removal of the Project or failure to prudently carry out said activities in accordance with applicable permits, statutes and regulations. This indemnity and hold harmless agreement shall provide full protection to the GRANTOR against any and all public or private party litigation and the GRANTEE shall be responsible for all defense and settlement costs resulting therefrom including the cost and expense of investigations and defending any governmental claims or proceedings resulting or attributable to this servitude or the mitigation conducted thereon. Said indemnification and hold harmless agreement shall include, but not be limited, all damage to any person or property resulting from flooding, erosion, hydrological, ecological or other causes which occur as a result of the project which forms the basis of this agreement. The GRANTEE shall, in addition, be solely responsible for the treatment or removal of any contaminated spoil from the subject property.

11. GRANTEE shall strictly adhere to statutes, regulations, and approved and applicable permit guidelines governing any aspect of the Project. If GRANTEE shall breach the covenant provided in this section, then, in addition to any other rights and remedies which may be available to GRANTOR under this servitude or otherwise at law or in equity, GRANTOR may require GRANTEE to take all actions as are necessary to comply with all applicable laws, permits and regulations governing GRANTEE's activities, or to reimburse GRANTOR for the costs of any and all actions taken by GRANTOR. GRANTEE's obligation to comply with the

terms of any permit for the Project shall survive the expiration or earlier termination of this servitude.

12. GRANTEE shall promptly notify GRANTOR as to any liens threatened or attached against the Servitude Lands pursuant to any permit violation. In the event that such a lien is filed against the Servitude Lands, then GRANTEE shall, within thirty (30) days from the date that lien is filed against the Servitude Lands, and at any date prior to the date any governmental agency or other party commences proceedings to foreclose on such lien, either: (a) pay the claim and remove the lien from the Servitude Lands; or (b) furnish a bond satisfactory to GRANTOR in the amount of the claim out of which the lien arises.

13. GRANTEE hereby agrees to pay any other damages not hereinabove stipulated which may be caused by it in the construction, location, inspection, monitoring, maintenance, repair, replacement and/or removal of the Project.

14. At all times during the existence of this servitude, GRANTEE shall carry insurance free of cost to GRANTOR and at all times shall cause GRANTOR to be named additional insureds with waiver of subrogation in favor of GRANTOR under all policies. GRANTEE shall carry underlying primary policies of Commercial General Liability (with contractual liability coverage), Automobile Liability and Worker's Compensation and Employer's Liability insurance, each such underlying primary policy with a limit of no less than ONE MILLION (\$1,000,000.00) DOLLARS, and shall carry bodily injury and property damage excess umbrella liability insurance subject to the same terms and conditions of the primary policies in an amount necessary to provide a combined limit of at least TEN MILLION (\$10,000,000.00) DOLLARS.

The insurance carried by GRANTEE may contain an absolute pollution exclusion, but if so, then during times of construction either GRANTEE or its Contractor shall also contain an endorsement with respect to sudden and accidental pollution, which may require that the insured establish that all of the following conditions be met:

- A. The discharge, dispersal, release or escape was accidental and was neither expected nor intended by the insured; a discharge, dispersal, release or escape

shall not be considered unintended or unexpected unless caused by some intervening event neither foreseeable nor intended by the insured;

- B. Discharge, dispersal, release or escape can be identified as commencing at a specific time and date during the term of the policy;
- C. The discharge, dispersal, release or escape became known to the insured within 72 hours after its commencement;
- D. The discharge, dispersal, release or escape was reported in writing to the underwriters within 30 days after having been known to the insured; and
- E. The discharge, dispersal, release or escape did not result from the insured's intentional and willful violation of any government statute, rule or regulation.

All policies of insurance required by this servitude shall provide at least thirty (30) days' prior written notice to GRANTOR in case of cancellation, termination, or reduction of insurance coverage.

15. Should any claim for payment due or for any other money claim under this agreement arise in favor of GRANTOR and against GRANTEE, and should such claim be placed in the hands of an attorney for collection or other action after maturity, or to protect the rights of GRANTOR herein, or for damages resulting from GRANTEE's operations or activities under the agreement, or if any claim is made for specific performance against GRANTEE for failure of GRANTEE to perform any of the provisions of this agreement, GRANTOR shall be entitled to recover its reasonable attorney's fees, together with all costs, charges and other expenses incurred by it. In the case of any money claim asserted by GRANTOR, the parties agree that said attorney's fees shall be 20% of the amount of principal and interest awarded and/or collected by GRANTOR, together with all costs, charges and other expenses incurred by it.

16. The servitudes herein are granted without any warranty or recourse against GRANTOR.

17. GRANTEE 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 GRANTEE, or its designees while on said lands, but such repair shall be to that condition which existed immediately prior to GRANTEE's activities. GRANTEE shall

remove or dispose of all debris associated with construction, operation and maintenance of the Project. Notwithstanding the foregoing, GRANTEE shall not be responsible for removal of debris deposited on the Servitude Lands by high water from storm tide(s) and/or storm surge(s).

18. This agreement may be executed in any number of counterparts with the same effect as if all signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

THUS DONE AND EXECUTED, effective on the date set forth above.

GRANTOR:

WITNESSES:

THE EDWARD WISNER DONATION,
CITY OF NEW ORLEANS, TRUSTEE

Print name:

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

Print name:

INTERIM LSU PUBLIC HOSPITAL,
FORMERLY KNOWN AS MEDICAL CENTER
OF LOUISIANA AT NEW ORLEANS

Print name:

By: _____
Print name:

Print name:

THE SALVATION ARMY, INC.
A Georgia Corporation

Print name:

By: _____
Print name:

Print name:

THE ADMINISTRATORS OF THE
TULANE EDUCATIONAL FUND

Print name:

By: _____
Print name:

Print name:

Print name:

Print name:

WENDELL H. COOK, JR., individually
and on behalf of Christopher T. Cook,
Timothy M. Cook and Andrew J. Cook, and
Kathy M. Temple

Print name:

Print name:

JOHN P. COOK, individually, and
as Trustee of the Jane Peneguy Cook
Family Trusts A, B, and E

Print name:

Print name:

EDWARD W. PENEGUY, JR., individually,
and on behalf of Robert O. Peneguy,
William Allen Peneguy, Jane Peneguy
Casey, and Ann Louise Peneguy Blount

Print name:

Print name:

MICHAEL J. PENEGUY

Print name:

Print name:

JAMES N. PENEGUY

Print name:

Print name:

MARK E. PENEGUY, individually and
as Agent and Attorney-in-fact for
the Succession of David Charles
Peneguy, Richard A. Peneguy, Jr., Elizabeth P.
Green, and Christopher T. Peneguy

GRANTEE:

THE GREATER LAFOURCHE PORT COMMISSION

Print name:

Print name:

By: _____
LARRY J. GRIFFIN, PRESIDENT

STATE OF LOUISIANA
PARISH OF ORLEANS

On this ____ day of _____, 2012, 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

(Printed Name – Notary/Bar Roll No.)

My commission expires at death.

STATE OF LOUISIANA
PARISH OF _____

On this ____ day of _____, 2012, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the of the **INTERIM LSU PUBLIC HOSPITAL, FORMERLY KNOWN AS MEDICAL CENTER OF LOUISIANA AT NEW ORLEANS**, and that said instrument was signed on behalf of said organization under authority of its Board of Directors, and said appearer acknowledged that he 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

(Printed Name – Notary/Bar Roll No.)

My commission expires at death.

STATE OF _____
PARISH/COUNTY OF _____

On this ____ day of _____, 2012, before me appeared _____,
to me personally known, who, being by me duly sworn, did say that he is the
of **THE SALVATION ARMY, INC.**, 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 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

(Printed Name – Notary/Bar Roll No.)
My commission expires _____.

STATE OF LOUISIANA
PARISH OF ORLEANS

On this ____ day of _____, 2012, before me appeared _____,
to me personally known, who, being by me duly sworn, did say that he 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 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

(Printed Name – Notary/Bar Roll No.)
My commission expires at death.

STATE OF MISSISSIPPI
COUNTY OF _____

On this _____ day of _____, 2012, before me appeared **Wendell H. Cook, 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 his own free act and
deed, individually, and on behalf of Christopher T. Cook, Timothy M. Cook, Andrew J. Cook
and Kathy M. Temple 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

(Printed Name – Notary/Bar Roll No.)
My commission expires _____.

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2012, before me appeared **John P. Cook**, to me personally known to be the person described in and who executed the foregoing instrument, and said appearer acknowledged that he executed the same as a free act and deed, individually, and as Trustee of the Jane Peneguy Cook Family Trusts A, B, and E, for the purposes and considerations therein.

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

NOTARY PUBLIC

(Printed Name – Notary/Bar Roll No.)

My commission expires _____.

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

On this ____ day of _____, 2012, 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, individually, and on behalf of Robert O. Peneguy, William Allen Peneguy, Jane Peneguy Casey and Ann Louise Peneguy Blount, 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

(Printed Name – Notary/Bar Roll No.)

My commission expires _____.

STATE OF LOUISIANA
PARISH OF ST. TAMMANY

On this _____ day of _____, 2012, 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

(Printed Name – Notary/Bar Roll No.)

My commission expires at death.

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

On this _____ day of _____, 2012, before me appeared **James N. 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

(Printed Name – Notary/Bar Roll No.)

My commission expires _____.

STATE OF LOUISIANA
PARISH OF ORLEANS

On this _____ day of _____, 2012, before me appeared **Mark E. 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, individually, and as agent and attorney-in-fact for the Succession of David Charles Peneguy, Richard A. Peneguy, Jr., Elizabeth Peneguy Green, and Christopher T. Peneguy for the purposes and considerations therein.

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

NOTARY PUBLIC

(Printed Name – Notary/Bar Roll No.)

My commission expires _____.

STATE OF LOUISIANA
PARISH OF LAFOURCHE

On this _____ day of _____, 2012, before me appeared **Larry J. Griffin**, to me personally known, who, being by me duly sworn, did say that he is the President of the GREATER LAFOURCHE PORT COMMISSION, a political subdivision of the State of Louisiana, and that the foregoing instrument was executed on behalf of said political body by authority of its Board of Commissioners, and said appearer acknowledged said instrument to be the free act and deed of said political body.

NOTARY PUBLIC

Bryce Autin, Notary No. 80169
My Commission is for Life.

Bowen, Odessa (CTR)

From: Young, Joe F (CTR)
Sent: Friday, August 03, 2012 10:56
To: Mannie, Kevin
Cc: Whitehurst, DennisG (CTR); Bowen, Odessa (CTR)
Subject: FW: RFI for Greater Lafourche Port commission Fourchon Beach Shoreline Protection AI DB #s 1662 and 1663
Attachments: Wisner_Seawall_Servitude_07_25_12_clean[1].docx; PLAN-01-03100902_WISNER_SERVITUDE_07-06-2012[1].pdf

Kevin, I got an automated response that Odessa is out until 8-19-12. In her absence, can you field my question with your DELO? I will send you a copy of Odessa's 7-19-12 email to me momentarily.

Thanks for your assistance,

Joe F. Young (CTR)
Fluor Contractor
Federal Emergency Management Agency
Louisiana Recovery Office
1 Seine Ct
New Orleans, La, 70114

Cell: 703-463-1498
Fax: 504-762-2381

-----Original Message-----

From: Young, Joe F (CTR)
Sent: Friday, August 03, 2012 10:43 AM
To: Bowen, Odessa (CTR)
Cc: Whitehurst, DennisG (CTR)
Subject: FW: RFI for Greater Lafourche Port commission Fourchon Beach Shoreline Protection AI DB #s 1662 and 1663

Hi Odessa, on July 17 you asked for the signed servitude agreements- please see below for the response from the Applicant as to why those are not immediately available... will EHP be able to finalize their review based on the attached information and response? Can you talk it over with your DELO and let me know what you think?

Thanks,

Joe F. Young (CTR)
Fluor Contractor
Federal Emergency Management Agency
Louisiana Recovery Office
1 Seine Ct
New Orleans, La, 70114

Cell: 703-463-1498
Fax: 504-762-2381

-----Original Message-----

From: Lauren Brumfield [mailto:Lauren.Brumfield@LA.GOV]

Sent: Thursday, August 02, 2012 4:54 PM

To: Young, Joe F (CTR)

Subject: RE: RFI for Greater Lafourche Port commission Fourchon Beach Shoreline Protection AI DB #s 1662 and 1663

Good afternoon Mr. Joe,

I received an email today from the Lafourche Port Commission stating that they are working on getting the signatures for the servitude agreement. They are aware that signatures are needed however, the General Counsel sent the final draft without signatures. Because of the amount of time it takes for the Wisner signatories to execute the agreement I felt prudent to send a copy that wasn't a rough draft as sent previously. He assured me that there is rarely a time if any, when there is an amendment after the advisory board has approved it. I have attached the final agreement minus the signatures which will be submitted as soon as possible. I will send the final and completed agreement once the Port has all signatures. If you have any questions, please let me know.

Thanks,

Lauren R. Brumfield
State Applicant Liaison
GOHSEP
lauren.brumfield@la.gov
Cell (225) 281-6405
Desk (225) 379-4055

From: Young, Joe F (CTR) [Joe.Young@associates.fema.dhs.gov]

Sent: Tuesday, July 17, 2012 8:06 AM

To: Bressett, Robert (CTR); Lauren Brumfield

Cc: Whitehurst, DennisG (CTR)

Subject: FW: RFI for Greater Lafourche Port commission Fourchon Beach Shoreline Protection AI DB #s 1662 and 1663

Good morning, Robert and Lauren..

Our EHP section has reviewed the draft servitude agreements and is requesting the final signed servitude agreements for the Fourchon Beach shore protection project. Here is what they said:

In reviewing the submitted documents and talking it over with my DELO, it was determined that EHP will need the fully executed servitude agreements between all parties before we can finalize our review. The documents we have are rough drafts with verbiage and paragraphs that can be amended, changed or completely struck out at any time, so we need to make sure that what is submitted in the EA is the final version.

When the agreements are signed, can you please forward a pdf copy of the servitude agreements to my attention? I will pass them on to EHP.

Thanks,

Joe F. Young (CTR)
Fluor Contractor
Federal Emergency Management Agency
Louisiana Recovery Office
1 Seine Ct
New Orleans, La, 70114

Cell: 703-463-1498
Fax: 504-762-2381

-----Original Message-----

From: Lauren Brumfield [mailto:Lauren.Brumfield@LA.GOV]
Sent: Wednesday, July 11, 2012 3:00 PM
To: Young, Joe F (CTR)
Cc: Bressett, Robert (CTR)
Subject: Fwd: RFI for Greater Lafourche Port commission Fourchon Beach Shoreline Protection
AI DB #s 1662 and 1663

Joe,
Here are the servitude agreements you've been waiting for from the Port Commission. Please let me know if you need anything else.
Thanks,

Sent from my iPhone

Begin forwarded message:

From: "Serena Bruce" <SerenaB@portfourchon.com<mailto:SerenaB@portfourchon.com>>
To: "Lauren Brumfield" <Lauren.Brumfield@LA.GOV<mailto:Lauren.Brumfield@LA.GOV>>
Subject: FW: RFI for Greater Lafourche Port commission Fourchon Beach Shoreline Protection
AI DB #s 1662 and 1663

Lauren, please find the 2 servitude agreements you have been waiting for.

Thanks,
Serena L. Bruce
Legal/Projects Assistant
Greater Lafourche Port Commission
P.O. Box 490
Galliano, LA 70354
serenab@portfourchon.com<mailto:serenab@portfourchon.com>
Phone (985) 632-1108
Fax (985) 632-5234

-----Original Message-----

From: Bryce Autin
Sent: Monday, July 09, 2012 5:44 PM
To: Chett Chiasson
Cc: Serena Bruce
Subject: RE: RFI for Greater Lafourche Port commission Fourchon Beach Shoreline Protection AI
DB #s 1662 and 1663

Chett:

The Wisner agreement was put together last week and the Caillouet Land Corporation version seems outdated, we've had many discussions with CLC since 2009 regarding this agreement, but have simply never revised the agreement to incorporate those discussions.

I fully expect to have something finalized within the next month or so with both parties.

Thanks,

Bryce

-----Original Message-----

From: Chett Chiasson

Sent: Monday, July 09, 2012 5:16 PM

To: Serena Bruce; Bryce Autin

Subject: FW: RFI for Greater Lafourche Port commission Fourchon Beach Shoreline Protection AI DB #s 1662 and 1663

I thought we send the agreements we were working on?

Chett C. Chiasson, MPA

Executive Director

Greater Lafourche Port Commission

phone: 985-632-6701

fax: 985-632-6703

chettc@portfourchon.com<mailto:chettc@portfourchon.com>

www.portfourchon.com<http://www.portfourchon.com>

-----Original Message-----

From: Lauren Brumfield [mailto:Lauren.Brumfield@LA.GOV]

Sent: Monday, July 09, 2012 4:37 PM

To: Chett Chiasson

Cc: Serena Bruce

Subject: FW: RFI for Greater Lafourche Port commission Fourchon Beach Shoreline Protection AI DB #s 1662 and 1663

Good afternoon Chett,

Please submit any information regarding FEMA's request for the servitude agreements for the Fourchon Beach Shoreline project. If you have any questions, please give me a call.

Thanks,

Lauren R. Brumfield

State Applicant Liaison

GOHSEP

lauren.brumfield@la.gov<mailto:lauren.brumfield@la.gov><mailto:lauren.brumfield@la.gov>

Cell (225) 281-6405

Desk (225) 379-4055

From: Bressett, Robert (CTR)

[Robert.Bressett@associates.fema.dhs.gov<mailto:Robert.Bressett@associates.fema.dhs.gov>]

Sent: Monday, July 02, 2012 3:35 PM

To: Lauren Brumfield

Cc: Whitehurst, DennisG (CTR); Young, Joe F (CTR)

Subject: RE: RFI for Greater Lafourche Port commission Fourchon Beach Shoreline Protection AI DB #s 1662 and 1663

Lauren,

This request for information has been "out there awhile". I'm concerned that if the applicant does not respond to this, FEMA will deny the request because of a lack of sufficient information to process it.

Robert J Bressett
Senior Disaster Recovery Specialist
A/I Group Lead
LA Governor's Office
of Homeland Security and
Emergency Preparedness
Phone: 225-303-5157
Email: <mailto:Robert.Bressett@associates.dhs.gov>
Robert.Bressett@associates.dhs.gov<mailto:Robert.Bressett@associates.dhs.gov>
Mailing Address: 1500 Main Street; Baton Rouge, LA 70802

From: Young, Joe F (CTR)
Sent: Monday, July 02, 2012 12:27 PM
To: Lauren Brumfield
Cc: Bressett, Robert (CTR); Whitehurst, DennisG (CTR)
Subject: RE: RFI for Greater Lafourche Port commission Fourchon Beach Shoreline Protection AI
DB #s 1662 and 1663

Hi, Lauren... did you have any luck in securing the servitude agreements needed by EHP to complete their review of these projects?

Thanks,

Joe F. Young (CTR)
Fluor Contractor
Federal Emergency Management Agency
Louisiana Recovery Office
1 Seine Ct
New Orleans, La, 70114

Cell: 703-463-1498
Fax: 504-762-2381

From: Lauren Brumfield [mailto:Lauren.Brumfield@LA.GOV]
Sent: Friday, May 25, 2012 1:31 PM
To: Young, Joe F (CTR); Bressett, Robert (CTR)
Subject: RE: RFI for Greater Lafourche Port commission Fourchon Beach Shoreline Protection AI
DB #s 1662 and 1663

This message has been archived. View the original item
<<https://EV114.RF.MCE.DHS.GOV/EnterpriseVault/ViewMessage.asp?VaultId=1E381E7A11CE29948A94B6C2C72DBFD221110000ev111&SaveSetId=201206250582944~201205251831420000~Z~0023A6578D2A1B5D58DAF0B4FEB2EA11>>

Thanks Joe. I have contacted the applicant several times regarding the RFI. I will contact Chett again on this.

Thanks,

Lauren R. Brumfield

State Applicant Liaison

GOHSEP

lauren.brumfield@la.gov<mailto:lauren.brumfield@la.gov><mailto:lauren.brumfield@la.gov>

Cell (225) 281-6405

Desk (225) 379-4055

From: Young, Joe F (CTR)

[Joe.Young@associates.fema.dhs.gov<mailto:Joe.Young@associates.fema.dhs.gov>]

Sent: Friday, May 25, 2012 12:57 PM

To: L

Bowen, Odessa (CTR)

From: Bowen, Odessa (CTR)
Sent: Monday, July 16, 2012 14:29
To: Young, Joe F (CTR)
Cc: Mannie, Kevin; Spann, Tiffany
Subject: RE: RFI for Greater Lafourche Port commission Fourchon Beach Shoreline Protection AI DB #s 1662 and 1663

Joe,

In reviewing the submitted documents and talking it over with my DELO, it was determined that EHP will need the fully executed servitude agreements between all parties before we can finalize our review. The documents we have are rough drafts with verbiage and paragraphs that can be amended, changed or completely struck out at any time, so we need to make sure that what is submitted in the EA is the final version.

The SAL has indicated in previous communications that fully executed servitude agreements may be acquired sometime in August. Please keep us posted of any developments.

Please let me know if you have any questions, and thanks for all your help.

Best regards,

Odessa Bowen (CTR)
NISTAC, Contractor
Federal Emergency Management Agency
1 Seine Court
New Orleans, LA 70114
(305) 505-8465 (cell)
(504) 762-2323 (fax)
Odessa.Bowen@associates.dhs.gov

-----Original Message-----

From: Young, Joe F (CTR)
Sent: Thursday, July 12, 2012 10:40 AM
To: Bowen, Odessa (CTR)
Subject: FW: RFI for Greater Lafourche Port commission Fourchon Beach Shoreline Protection AI DB #s 1662 and 1663

Odessa, these may be the same ones Lauren sent earlier...

Joe F. Young (CTR)
Fluor Contractor
Federal Emergency Management Agency
Louisiana Recovery Office
1 Seine Ct
New Orleans, La, 70114

Cell: 703-463-1498
Fax: 504-762-2381

-----Original Message-----

From: Lauren Brumfield [mailto:Lauren.Brumfield@LA.GOV]
Sent: Thursday, July 12, 2012 8:52 AM

To: Young, Joe F (CTR)
Cc: Bressett, Robert (CTR)
Subject: FW: RFI for Greater Lafourche Port commission Fourchon Beach Shoreline Protection AI DB #s 1662 and 1663

Good morning Joe,

Here are the servitude agreements from the Lafourche Port Commission as requested. Please let me know if you need any additional information.

Thanks,

Lauren R. Brumfield
State Applicant Liaison
GOHSEP
lauren.brumfield@la.gov
Cell (225) 281-6405
Desk (225) 379-4055

From: Serena Bruce [SerenaB@portfourchon.com]
Sent: Wednesday, July 11, 2012 2:03 PM
To: Lauren Brumfield
Subject: FW: RFI for Greater Lafourche Port commission Fourchon Beach Shoreline Protection AI DB #s 1662 and 1663

Lauren, please find the 2 servitude agreements you have been waiting for.

Thanks,
Serena L. Bruce
Legal/Projects Assistant
Greater Lafourche Port Commission
P.O. Box 490
Galliano, LA 70354
serenab@portfourchon.com
Phone (985) 632-1108
Fax (985) 632-5234

-----Original Message-----

From: Bryce Autin
Sent: Monday, July 09, 2012 5:44 PM
To: Chett Chiasson
Cc: Serena Bruce
Subject: RE: RFI for Greater Lafourche Port commission Fourchon Beach Shoreline Protection AI DB #s 1662 and 1663

Chett:

The Wisner agreement was put together last week and the Caillouet Land Corporation version seems outdated, we've had many discussions with CLC since 2009 regarding this agreement, but have simply never revised the agreement to incorporate those discussions.

I fully expect to have something finalized within the next month or so with both parties.

Thanks,

Bryce

-----Original Message-----

From: Chett Chiasson

Sent: Monday, July 09, 2012 5:16 PM

To: Serena Bruce; Bryce Autin

Subject: FW: RFI for Greater Lafourche Port commission Fourchon Beach Shoreline Protection AI DB #s 1662 and 1663

I thought we send the agreements we were working on?

Chett C. Chiasson, MPA

Executive Director

Greater Lafourche Port Commission

phone: 985-632-6701

fax: 985-632-6703

chettc@portfourchon.com

www.portfourchon.com

-----Original Message-----

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Cc: Serena Bruce

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Lauren R. Brumfield

State Applicant Liaison

GOHSEP

lauren.brumfield@la.gov<mailto:lauren.brumfield@la.gov>

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Sent: Monday, July 02, 2012 3:35 PM

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Cc: Whitehurst, DennisG (CTR); Young, Joe F (CTR)

Subject: RE: RFI for Greater Lafourche Port commission Fourchon Beach Shoreline Protection AI DB #s 1662 and 1663

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Robert J Bressett
Senior Disaster Recovery Specialist
A/I Group Lead
LA Governor's Office
of Homeland Security and
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Phone: 225-303-5157
Email: Robert.Bressett@associates.dhs.gov
Mailing Address: 1500 Main Street; Baton Rouge, LA 70802

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New Orleans, La, 70114

Cell: 703-463-1498
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Lauren R. Brumfield
State Applicant Liaison
GOHSEP