



US Army Corps
of Engineers
New Orleans District
Mississippi Valley Division

Port of Iberia, Louisiana

Final Feasibility Report

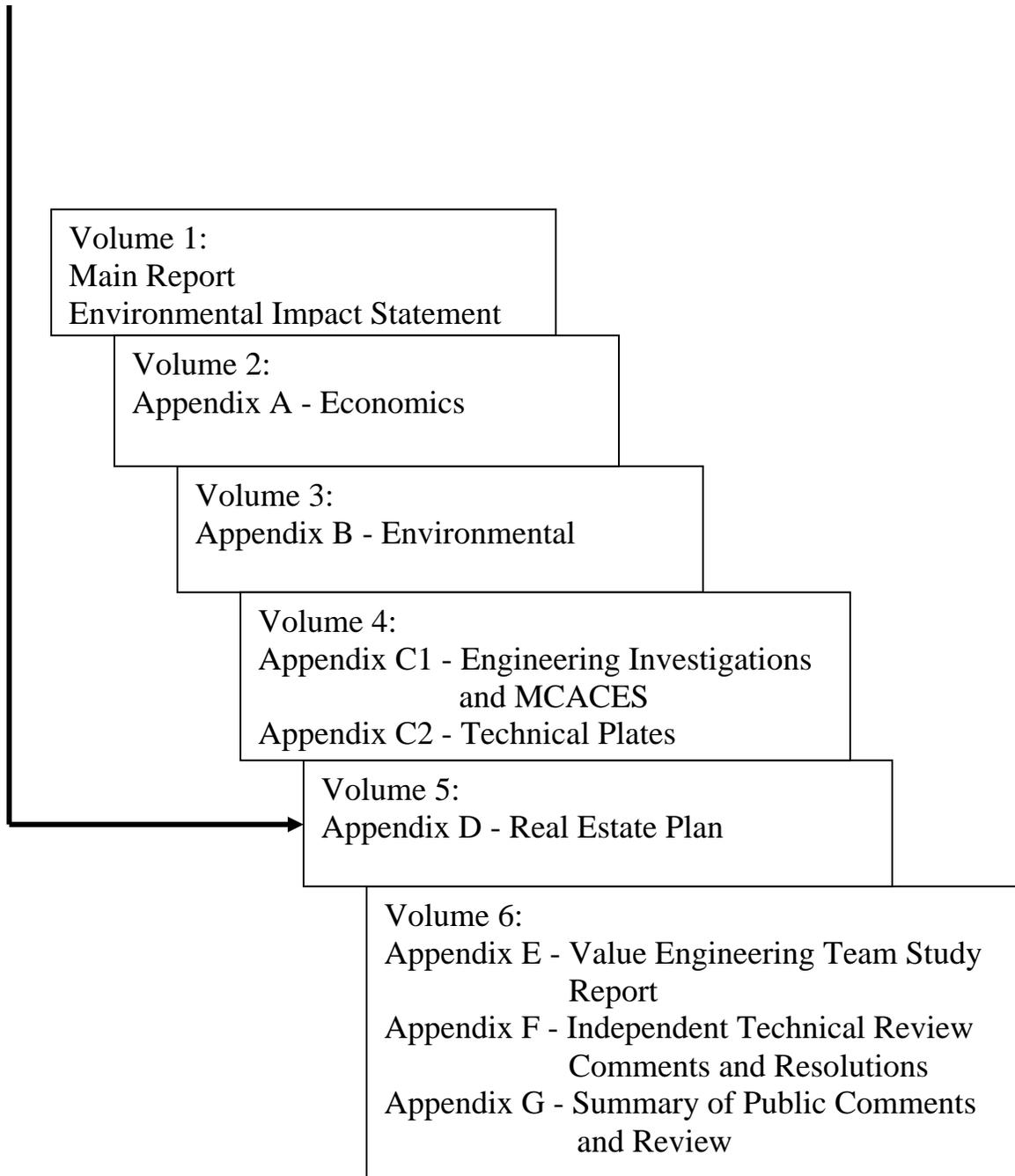


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Volume 5:
Appendix D - Real Estate Plan

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**REAL ESTATE PLAN
PORT OF IBERIA, LOUISIANA
FEASIBILITY REPORT
IBERIA AND VERMILION PARISHES, LOUISIANA**

1. **Name and Purpose** – This Real Estate Plan supports the Feasibility Report for the Port of Iberia, Louisiana navigation study. This study was authorized by Section 431 of the Water Resources Development Act (WRDA) of 2000 (Public Law 106-541), dated 11 December 2000. This report was prepared from the best available information; however, the material included here is for planning purposes only and is subject to change.

The project is located in Iberia and Vermilion Parishes, Louisiana. The Louisiana Department of Transportation and Development will be the non-Federal sponsor (NFS) for the construction, operation, and maintenance of the project; however, the Port of Iberia was the non-Federal sponsor for this study.

2. **LERR Requirements** – The project will consist of deepening approximately 57.46 miles of existing navigation channels from the Port of Iberia out into the Gulf of Mexico. These channels are currently maintained to a depth of 12 feet, and the proposed project would deepen this route to 20 feet.

The upper 9.26 miles involve the Commercial Canal, a channel owned by the Port of Iberia. The other 48.20 miles involve Federal waterways: 23.11 miles over the Gulf Intracoastal Waterway (GIWW) and 25.09 miles over the Freshwater Bayou Canal. The lower 7.10 miles of the Freshwater Bayou Canal Project are in the Gulf of Mexico. The project will also include the deepening of a short by-pass channel owned by the Abbeville Harbor and Terminal District around the east side of the Freshwater Bayou Lock.

All of the channel deepening and much of the disposal work will be performed over existing rights-of-way. These include approximately 1,730 acres of Federal easements. The additional rights-of-way include:

- | | |
|--|---------------|
| a. Fee Excluding Minerals (with Restriction on Use of the Surface) | 25.5 acres |
| b. Utility and/or Pipeline Easement | 120.9 acres |
| c. Perpetual Channel or Channel Improvement Easement | 368.0 acres |
| d. Temporary (2-year) Work Area Easement | 15.0 acres |
| e. Permanent Dredged Material Placement Easement | 2,838.9 acres |

Approximately 1,500 acres of the Permanent Dredged Material Placement Easement are on water bottoms which may belong to the State of Louisiana. For the purpose of this report, this land has been appraised as privately-owned marsh.

An actual interest in the required right of way will be obtained and provided by the NFS. The NFS will obtain the interest in the required LERR through its agent, the Port of Iberia, via a cooperative endeavor agreement (CEA) with the Port. The Fourth Amended CEA, dated 24 May 2005, is included as Exhibit A. See articles 6.1, 8.4, 8.5 and 15.1 of the CEA concerning real estate/right of way acquisition and ownership of property for the proposed project. The NFS will obtain an additional interest from approximately two underlying landowners to insure that it has obtained all of the rights required for the construction and OMRR&R of this portion of the project.

The NFS will obtain interests from various landowners for the disposal areas and for the enlargement of the bypass channel at the Freshwater Bayou Lock. The 25.5 acres of fee land will be used for a pair of concrete barge floodgates with concrete receiving structures, which will be located on the bypass channel. Prior to the advertisement of the contract for the construction of this project, the NFS will provide an Authorization for Entry for Construction and an Attorney's Certificate of Authority, for action by the District Chief of Real Estate.

The State of Louisiana has enacted revised statutes at Title 34, Sections 3301-3313 which designates the Department of Transportation and Development (LADOTD) as the non-Federal sponsor/assuring and coordinating agency, and requires other state agencies to cooperate with and assist LADOTD in its responsibility as the NFS of this project. Therefore, the Port of Iberia, which is the agent for LADOTD and a beneficiary of this project, is fully motivated to provide the NFS with the authority to construct on land which it owns which is required for this project.

Disposal for this project is being done as the least-cost environmentally acceptable alternative. To the greatest extent possible, the dredged material will be used to reestablish the bank lines of the existing channels. This project will be self-mitigating because the least-cost environmentally-acceptable disposal method is being used and this compensates for any environmental damage which may result from the project. The project will not induce flooding, and it will not have a direct or indirect affect on any oyster leases. Access to the work area will be over navigable waters.

3. **Sponsor-Owned Land** – While the NFS does not own any of the right-of-way required for this project; its agent, POI, owns the Commercial Canal.

4. **Estates** – The project will require four standard estates and one non-standard estate which is being presented for approval. A copy of the estates are included as Exhibit B.

The standard estates are (a) Fee Excluding Minerals (with Restriction on Use of the Surface), (b) Perpetual Utility and/or Pipeline Easement, (c) Perpetual Channel or Channel Improvement Easement, and (d) Temporary Work Area Easement.

The non-standard estate is a Permanent Dredged Material Placement Easement. We believe that the proposed non-standard estate is more appropriate for this situation than any of the available standard estates, such as the Channel Improvement Easement and the

Temporary Work Area Easement. The non-standard estate explicitly provides for placement of dikes, alterations of contours, and restricts placement of structures to ensure the availability of the area for future use. The proposed estate is a minimum deviation of a non-standard estate which was used by the St. Paul District (CEMVP) for the Upper Mississippi River 9-foot Channel Project, and was approved 16 Dec 1997 by CERE-AP 2nd End, Subject: Review and Approval Non-Standard Easement - Dredged Material Placement Site - Pool 2, Mississippi River, Minnesota. The deviations from the previously-approved estate consist of additional text which has been added because Louisiana law interprets any ambiguity in wording of an easement to the favor of the servient estate (landowner).

5. **Existing Federal Projects** – The project would involve a portion of the Gulf Intracoastal Waterway (GIWW) and all the Freshwater Bayou Canal.

The GIWW was authorized by the River and Harbor Act of 24 July 1946 (P.L. 79-2). One of its features is a 12x125-foot channel from the Mississippi River at Harvey, Louisiana to the Sabine River near Orange, Texas.

The Freshwater Bayou Canal was authorized by the River and Harbor Act of 14 July 1960, and was completed in 1968. It consists of a 12x125-foot channel approximately 18 miles long, running from the GIWW at mile 161.2 to the Gulf of Mexico, plus a bar channel extending out into the Gulf. The Canal includes an 84x600-foot lock about one mile from the Gulf of Mexico to prevent saltwater intrusion. In 1986, the Abbeville Harbor and Terminal District constructed a 1-mile-long bypass channel around the east side of the lock to permit the movement of some vessels that are too large to pass through the lock. The bypass channel is currently kept closed with a pair of barge gates. The lock will not be modified by this project; however, the bypass channel will be deepened, and the existing barge gates will be replaced with a pair of concrete barge floodgates with concrete receiving structures. The fee land acquired for this project will be occupied by these new concrete barge floodgates with concrete receiving structures.

The Federal Government will grant the NFS a Grant of Particular Use Without Warranty for the use of channel and disposal easements held by the United States.

6. **Federally Owned Land** – The Federal government has extensive channel and disposal easements within the required right-of-way for this project.

7. **Navigation Servitude** – The Navigation Servitude will be utilized in tidal areas to areas below the high water mark, and in non-tidal areas to all lands within the bed and banks of the Commercial Canal that lie below the ordinary high water mark. Many project lands required along the GIWW and Freshwater Bayou portions of the project are available through existing rights-of-way owned by the United States of America for channel deepening and some disposal areas.

8. **Project Map** – See Exhibit C.

9. **Induced Flooding** – The construction of this project will not induce any flooding.
10. **Baseline Cost Estimate for Real Estate** – The total estimated real estate cost for this project is \$1,695,000. This includes LER’s, labor, and a 25% contingency. The New Orleans District has the approval authority for the gross appraisal required to support the Base Line Cost Estimate for Real Estate. The gross appraisal was approved on 28 April 2004. A Chart of Accounts is included in Exhibit D.
11. **Relocation Assistance** – The benefits of Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646, as amended, are not currently applicable since the construction of this project does not require the displacement of persons and habitable or commercial structures. However, should current plans change, and the displacement of persons and habitable or commercial structures be required during the construction of this project, Title II of this Act may become relevant. Oyster leases will not be affected by this project.
12. **Timber/Mineral/Crop Activity** – There are no crops or timber affected by this project. Mineral interests might be minimally impacted. Fee lands being acquired exclude minerals but surface use will be restricted. Any effects would be minimal, as oil and gas activity might otherwise be conducted via directional drilling.
13. **Non-Federal Sponsor Information** – The NFS for the construction, operation, and maintenance of this project will be the Louisiana Department of Transportation and Development. It has quick-take authority and sufficient authority to acquire, hold, and provide the real estate needed for this project, provided that the United States agrees to operate and maintain the Freshwater Bayou Bypass Channel, control structures, and improvements. The Assessment of Non-Federal Sponsor’s Real Estate Acquisition Capability is included as Exhibit E.
14. **Zoning Ordinances** – No application or enactment of zoning ordinances is proposed in lieu of, or to facilitate, acquisition in connection with this project.
15. **Acquisition Schedule** – The following schedule is based on acquiring easements from 18 landowners. If the number of landowners is substantially different, this may affect the schedule. This schedule shows the duration of each event, as well as the cumulative duration from the beginning of real estate activities.

1) Request right of entry from non-Federal sponsor	begin real estate activities
2) non-Federal sponsor obtains title information	2 months (2 months total)
3) non-Federal sponsor obtains mapping information	2 months (4 months total)
4) non-Federal sponsor obtains appraisals	2 months (6 months total)
5) non-Federal sponsor negotiates acquisition	3 months (9 months total)

- 6) non-Federal sponsor issues right of entry 1 month (10 months total)
- 7) certification of right-of-way ½ month (10½ months total)
- 8) if condemnation is necessary, non-Federal sponsor issues right of entry 9 months (19½ months total)

16. **Facility and Utility Relocations or Removals** – A Preliminary Attorney’s Investigation and Report of Compensable Interest was prepared on 26 March 2004 and used for the completion of this Real Estate Plan. Final opinions and final determinations will later occur as required by paragraph 12-22 of ER405-1-12.

Any conclusion or categorization contained in this report that an item is a utility or facility relocation or removal to be performed by the non-Federal sponsor is preliminary only. The government will make a final determination of the relocations or removals necessary for the construction, operation, or maintenance of the project after further analysis and completion and approval of final attorney’s opinions of compensability for each of the impacted utilities and facilities.

The construction of this project may require the relocation or removal of approximately 31 pipelines owned by 14 owners, two submarine powerlines belonging to one owner, and a sewer lift station. It will also require the replacement of approximately 5,000 linear feet of bulkheads in 16 locations within the Port of Iberia. The Preliminary Attorney’s Opinion of Compensability has determined that, via assertion of the Navigation Servitude and/or application of existing real property rights, all pipeline relocations are non-compensable and thus are removals. A summary of these items is included here.

<u>Item</u>	<u>Purported Owner</u>	<u>Facility</u>	<u>Compensable</u>
1)	Acadian Gas, LLC	20” Pipeline	No
2)	Acadian Gas, LLC	10¾ “ Pipeline	No
3)	ANR Pipeline Co.	12 “ Pipeline	No
4)	ANR Pipeline Co.	12 “ Pipeline	No
5)	ANR Pipeline Co.	8” Pipeline	No
6)	Columbia Gulf Transmission Co.	20” Pipeline	No
7)	Columbia Gulf Transmission Co.	24” Pipeline	No
8)	Columbia Gulf Transmission Co.	30” Pipeline	No
9)	Cypress Gas Pipeline, LLC	14” Pipeline	No
10)	ExxonMobil Corp.	10” Pipeline	No
11)	Gulf South Pipeline Co., LP	30” Pipeline	No
12)	Sewerage District No. 1	Sewage Lift Station and 2” Force Main Pipeline	No
13)	Shell Pipeline Co., LP	16” Pipeline	No

14) Shell Pipeline Co., LP	10" Pipeline	No
15) Shell Pipeline Co., LP	12" Pipeline	No
16) Southwest Louisiana Electric Membership Co. (SLEMCO)	Submarine 14,400 volt power cable	No
17) Southwest Louisiana Electric Membership Co. (SLEMCO)	Submarine 14,400 volt power cable	No
18) Tennessee Gas Pipeline Co.	24" Pipeline	No
19) Tennessee Gas Pipeline Co.	16" Pipeline	No
20) Tennessee Gas Pipeline Co.	12" Pipeline	No
21) Tennessee Gas Pipeline Co.	24" Pipeline	No
22) Texaco Pipeline, LLC	10" Pipeline	No
23) Texaco Pipeline, LLC	30" Pipeline	No
24) Texaco Pipeline, LLC	6" Pipeline	No
25) Texaco Pipeline, LLC	8" Pipeline	No
26) Texas Gas Transmission, LLC	20" Pipeline	No
27) Texas Gas Transmission, LLC	20" Pipeline	No
28) Texas Gas Transmission, LLC	12" Pipeline	No
29) Transcontinental Gas Pipe Line Corp.	8.625" Pipeline	No
30) Transcontinental Gas Pipe Line Corp.	10.75" Pipeline	No
31) Trunkline Gas Co., LLC	6" Pipeline	No
32) Trunkline Gas Co., LLC	20" Pipeline	No
33) Unocal	Pipeline	No
34) Various	Bulkheads	No

17. **Environmental Issues** – There are no known environmental problems which will impact the acquisition of the LER required for this project. All necessary environmental clearances, HTRW assessments, and required Authorization for Entry for Construction will be obtained prior to advertising the construction contract.

18. **Landowner Attitude** – Much of the work will be performed within existing rights of way held by the United States or the Port of Iberia. The NFS does not anticipate any difficulty in obtaining the additional rights-of-way.

19. **Sponsor Notification** – By letter dated 30 April 2004, the NFS was notified of the risks associated with right-of-way acquisition prior to the execution of a PCA and the Government's formal notice to proceed.


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Chief, Real Estate Division

EXHIBIT A

COOPERATIVE ENDEAVOR AGREEMENT

FOURTH AMENDED
COOPERATIVE ENDEAVOR AGREEMENT
by and between
THE STATE OF LOUISIANA
through the
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
and the
DIVISION OF ADMINISTRATION
OFFICE OF FACILITY PLANNING AND CONTROL
FP&C Project #36-P16-01B-01
and
THE PORT OF IBERIA
STATE PROJECT NUMBER: 737-99-0669

In accordance with Article VII, § 14 of the 1974 Constitution of the State of Louisiana (Constitution), the State of Louisiana (State), through the Department of Transportation and Development (DOTD), represented herein by its Secretary, the State of Louisiana through the Division of Administration, Office of Facility Planning and Control (FP&C), represented herein by its Director, and the Port of Iberia (POI), a political subdivision of the State, represented herein by its President, do hereby on this 24 day of May, 2005, enter into this Fourth Amended Cooperative Endeavor Agreement (CEA) to serve the public for purposes hereinafter declared.

ARTICLE I
PROJECT HISTORY

1.1 WHEREAS, Capital Outlay Acts ("Acts"), containing comprehensive capital outlay budgets are adopted by the Louisiana Legislature in accordance with Art. VII § 6 of the Louisiana Constitution of 1974. Capital Outlay Act Numbers 22 of the 2001 Regular Session of the Louisiana Legislature (Act 22); Act 23 of the 2002 Regular Session of the Louisiana Legislature (Act 23); Act 24 of the 2003 Regular Session of the Louisiana Legislature (Act 24); and Act 2 of the 2004 Regular Session of the Louisiana Legislature (Act 2) all contain appropriations to the POI for the "*Deep Water Channel Feasibility Study for the Port of Iberia for Navigational Impact*" (Project) with the ultimate intention of constructing the Deep Water Channel subsequent to Congressional authorization; and

1.2 WHEREAS, the Legislative appropriations to the POI for the Project are contingent upon the POI entering into a cost sharing agreement as non-federal sponsor with the U.S. Army Corps of Engineers (Corps) and is further contingent upon the POI securing \$1,000,000 in federal matching funds; and

1.3 WHEREAS, pursuant to § 431, Water Resources Development Act (WRDA) of 2000, and consistent with the requirements § 105 of the of the Water Resources Development Act of

1986 (Public Law 99-662, as amended) the Corps entered into a cost sharing agreement on September 4, 2002, with the POI, as non-federal sponsor, to determine the feasibility of carrying out a project for navigation, Port of Iberia, Louisiana; and

1.4 WHEREAS, the cost share agreement entered into between the POI and the Corps permits the POI, under certain conditions, to provide in-kind services in lieu of part or all of the cost portion of the non-Federal cost share; and

1.5 WHEREAS, the Capital Outlay Acts provide that all funds appropriated under the name of political subdivisions of the State or local governing bodies or boards, including the POI, shall be administered by FP&C under cooperative endeavor agreements(CEA); and

1.6 WHEREAS, pursuant to Act 22, FP&C and the POI entered into a CEA on April 22, 2002, setting forth the terms and conditions under which the FP&C would administer a \$250,000 Priority 2 Cash Line of Credit and a \$500,000 Priority 5 non-cash line of credit (authorized by the State Bond Commission on December 13, 2001) to be used by the POI pursuant to its agreement with the Corps as non-federal sponsor for the Project; and

1.7 WHEREAS, pursuant to Act 23, FP&C and the POI executed a First Amended CEA on April 1, 2003 to reflect a \$750,000 cash line of credit (authorized by the State Bond Commission on July 22, 2002) to be used by the POI pursuant to its agreement with the Corps as non-federal sponsor for the Project and to allow the POI to borrow and expend non-State funds against a Priority 5 non-cash line of credit. The First Amended CEA further provides that reimbursement by the State of funds borrowed against the Priority 5 non-cash line of credit is conditioned upon appropriation and adherence with the Agreement and that the State will not reimburse borrowing costs and expenses, including but not limited to interest; and

1.8 WHEREAS, pursuant to Act 24, FP&C and the POI executed a Second Amended CEA on October 23, 2003, to reflect a \$1,250,000 Priority 1 cash line of credit (authorized by the State Bond Commission on July 15, 2004) to be used by the POI for the Project; and

1.9 WHEREAS, pursuant to Act 2, FP&C and the POI executed a Third Amended CEA on January 6, 2005, to reflect a \$200,000 Priority 2 cash line of credit (authorized by the State Bond Commission on September 23, 2004) and a \$905,000 Priority 5 non-cash line of credit (authorized by the State Bond Commission on September 23, 2004) and a \$700,000 Priority 5 non-cash line of credit (authorized by the State Bond Commission on November 18, 2004) to be used by the POI for the Project; and

1.10 WHEREAS, pursuant to Act 728 of 2004, DOTD was named non-federal sponsor for this project. On January 31, 2005, all funds appropriated for this Project were transferred by the Louisiana Legislature to DOTD for administration of this Project; and

1.11 WHEREAS, it is beneficial to the parties to effect a formal understanding of their respective responsibilities and obligations relative to the PROJECT.

NOW THEREFORE, the DOTD, FP&C and POI agree as follows:

FP&C is hereby removed as a party to this Fourth Amended CEA and the original CEA entered into between FP&C and POI dated April 22, 2002, as amended, April 1, 2003, October 23, 2003, and January 6, 2005, is hereby deleted and replaced with the following:

ARTICLE II
PURPOSE

2.1 The purpose of this Fourth Amended CEA is to set forth the terms of administering the Project by DOTD. DOTD will administer this Project in accordance with the terms set forth herein.

2.2 For purposes of administration of funds, identification and record keeping, State Project No. 737-99-0669 is assigned to this Project. This number shall be used to identify all allowable costs for this Project. All progress reports, invoices, and all other documents generated in connection with the performance of this Project shall be identified with this project number.

2.3 The POI understands that this Fourth Amended CEA is contingent upon the availability of funds to fulfill the requirements of this Fourth Amended CEA. If the POI performs any new work or enters into any new contract prior to full execution of this CEA and prior to securing the approval of DOTD, or if the POI performs any work or enters into any new contract prior to notification from DOTD as provided in ARTICLE V of this Fourth Amended CEA that additional funds are available for expenditure, then payments for such work or obligations under any such contract will be the sole responsibility of the POI.

ARTICLE III
AUTHORIZATION TO SIGN

3.1 The POI shall, by resolution, designate an official to act on behalf of the POI in all matters pertaining to this Project, including executing contracts, certifying invoices, and other items recommended by the POI to DOTD.

ARTICLE IV
SCOPE

4.1 As provided in the Capital Outlay Acts, State funds for this Project are limited to planning, design and construction of capital improvements for the Project, in the parishes of Iberia and Vermilion, currently in the amount set forth in Fourth Amended Exhibit A.

4.2 If the POI enters into any contract prior to receipt of funding and prior to execution of a CEA, or prior to receipt of a Funding Notification Letter from DOTD as provided in ARTICLE V of this Fourth Amended CEA advising the POI that additional funds are available for expenditure, then payments under such contracts are prohibited from capital outlay appropriations and are the sole responsibility of the POI.

4.3 The POI hereby acknowledges and confirms that this Project constitutes a Public Purpose and will fulfill a public need within the parishes in which the Project is to be located, all in accordance with Article VII, Section 14 of the Constitution.

4.4 Allowable costs shall not include the operating expenses of the POI. In no case shall the total of any of the allowable costs exceed the corresponding amount shown in Fourth Amended Exhibit A, a copy of which is appended hereto and made a part hereof by reference, or, if applicable, the corresponding amount shown in a Funding Notification Letter issued by DOTD to the POI pursuant to the provisions of ARTICLE V of this Fourth Amended CEA.

4.5 DOTD may retain up to six percent (6%) of each line item of any Capital Outlay Act for costs of administering the Project or, if applicable, for field engineering/construction supervision.

ARTICLE V USE OF FUNDS

5.1 The POI hereby acknowledges and agrees that the funds provided by the State to the POI shall be used solely for the purposes authorized and permitted in the Acts for the Project (*Deep Water Channel Feasibility Study for the Port of Iberia for Navigational Impact to be Cost Shared with the Corps of Engineers - \$1,000,000.00 Federal Match*) and in accordance with all provisions of law affecting the Project, as well as the Constitutional and statutory restrictions on the use of State funds for public purposes. The POI shall maintain appropriate financial records, and the State reserves the right to audit these records or require the POI to provide an audit at any time. The POI acknowledges that any funds not used in accordance with the terms of this Fourth Amended CEA and State law will be reimbursed to the State.

5.2 The DOTD shall provide the POI with a Funding Notification Letter whenever additional capital outlay funds have been secured for this Project. This Funding Notification Letter shall identify the Capital Outlay Act authorizing the expenditure and whether the funds have been issued through the General Fund Direct or Cash Lines of Credit and shall also identify any authorized Non-Cash Lines of Credit. The Funding Notification Letter shall further identify the date on which the State Bond Commission (SBC) authorized the Non-Cash Lines of Credit or issued the Cash Lines of Credit and will include the maximum amount of funds that have been secured for the Project. The Funding Notification Letter shall also contain the amount of any Local/Federal Matching Funds required by the appropriate Capital Outlay Act and whether or not the matching funds can be provided in the form of in-kind services. Also included in the

Funding Notification letter will be an updated State - ISIS Financial System-State Funding Summary.

5.3 The Funding Notification Letter shall be executed in three originals over the signature of the Secretary of DOTD or his designee. The POI shall be furnished with one original Funding Notification Letter and shall cause it to be attached to the POI's original Fourth Amended CEA. The DOTD will retain possession of the remaining two originals and cause them to be attached to the remaining two original Fourth Amended CEA's. Any Funding Notification Letters issued by the DOTD shall become part of this Fourth Amended CEA on the date provided in the Funding Notification Letter to the POI that the additional funds are available for expenditure.

5.4 The POI shall not execute any contracts or agreements that would expend or commit State funds in excess of the amount for which lines of credit have been granted pursuant to Capital Outlay Acts for this Project. The POI shall be solely responsible for any amount that exceeds the amount appropriated by the State.

5.5 The POI shall not take any action which would have the effect of impairing the tax exempt status of the Project Bonds. The POI agrees that the proceeds will not be used directly or indirectly in any trade or business carried on by any person other than a governmental unit. The POI further agrees that the proceeds will not be used directly or indirectly to provide a facility used by any person other than the POI pursuant to a management contract, requirements contract or other arrangement granting, directly or indirectly, an interest in such facility to a person other than the POI unless the State received an opinion from a nationally recognized bond counsel that such contract will not adversely affect the tax-exempt status of the Project Bonds.

5.6 The POI shall make no changes in its local laws or charter which would allow use of the Project for any purpose other than a public purpose.

ARTICLE VI **PROJECT RESPONSIBILITY**

6.1 The POI shall assume full responsibility for project development. Project development shall include, but is not necessarily limited to, planning, environmental and resources studies/evaluations, mitigation, engineering, plan preparation, right-of-way acquisitions, pipeline and bulkhead modifications, utility relocations, permits, bidding, construction, construction inspection and administration, and the operation and maintenance of the completed Project. Furthermore, it is the responsibility of the POI to administer the Project in accordance with all applicable laws, rules and regulations to ensure the quality of work obtained is within the standards of established industry practice.

6.2 DOTD, its officers, engineers, agents and employees will not be required to supervise or perform other services in connection with the development of this Project except as specifically set forth herein; instead, the POI shall assume full responsibility for the project development and

will save harmless DOTD against any loss or damage of any kind incident to or occasioned by deeds undertaken in pursuance of this Fourth Amended CEA.

6.3 Documentation must be submitted to DOTD to provide evidence of the progress of the Project, and to verify that the expenditures of state funds are in accordance with this Fourth Amended CEA, the POI's agreement with the Corps and all applicable State and Federal laws, rules and regulations. The POI shall be responsible for all costs in excess of the maximum amount of state funds appropriated by the Louisiana Legislature for this Project.

6.4 DOTD will review the Project for compliance with guidelines and standard engineering practice.

6.5 The participation by DOTD in the Project shall in no way be construed to make DOTD a party to any contract between the POI and its contractors or the Corps and its contractors.

6.6 DOTD is responsible for providing the non-federal cost share funds as determined by the Corps for planning, design and construction of the Project, to administer the funds appropriated to DOTD by the State of Louisiana from the State General Fund or the State Bond Commission or any other sources for the purposes of the Project and to disburse such funds to the POI in accordance with the terms and conditions of this Fourth Amended CEA.

ARTICLE VII **PUBLIC BID LAWS AND PROPOSALS**

7.1 The POI will solicit bids for the services, labor and materials needed to construct said Project in accordance with the public bid laws of the State and in accordance with procedures and requirements of DOTD, including, but not limited to LSA R.S. 38:2211, *et seq.*, applicable to political subdivisions of the State. The POI will also keep a procurement file relative to the necessary acquisition of services, labor and materials needed to complete said Project which will be subject to review by the State at any time.

7.2 Contracts, along with all necessary documentation to justify the cost and/or man-hours for studies, planning, engineering, and any other reimbursable costs shall be submitted to DOTD and Corps for approval. After DOTD and the Corps approve invoices for credit, DOTD will reimburse POI.

7.3 Prior to advertising for construction of the Project or any phase thereof, the POI shall submit two (2) copies of final plans and specifications signed and sealed by a Louisiana licensed professional engineer for review and approval by DOTD and Corps.

7.4 All advertisements for bids and proposals for construction projects shall be published in the POI's Official Journal and any other publication or publications necessary to ensure

appropriate widespread advertisement in accordance with Louisiana Law. Certified copies of all advertisements shall be submitted to DOTD.

7.5 The POI may recommend the rejection of all bids or the acceptance of the lowest responsible bidder both of which shall be conditioned on the concurrence of DOTD and Corps.

7.6 If the POI recommends acceptance of a bid, the POI shall submit to DOTD, certification, by resolution, of compliance with all public bid laws, one copy of the bid tabulation certified by the POI's engineer, a non-collusion affidavit and copy of the POI's official action recommending acceptance of the lowest responsible bid. The POI shall issue a conditional "Notice of Award of Contract" to the recommended bidder conditioned on the concurrence of DOTD and Corps. A copy of this notice will be provided to DOTD.

7.7 If DOTD concurs with the recommendation, DOTD will notify the POI accordingly in writing. The POI shall then issue a final "Notice of Award of Contract" to the approved bidder and will thereafter be authorized to enter into a contract with the lowest responsible bidder. A copy of this notice will be provided to DOTD.

7.8 The POI shall furnish DOTD with two fully executed duplicate original contracts, along with all plans, specifications and addenda. The POI shall record the original contract and all required bonds in the Iberia Parish Mortgage Records. A certified copy of the recordation data shall be furnished to DOTD. The POI may then issue the work order and shall provide DOTD with copies.

ARTICLE VIII LAND ACQUISITION

8.1 Land acquisitions for this Project are contingent upon an agreement by the Corps to accept the operation and maintenance of the Freshwater Bayou By-Pass channel, structures and improvements. Further, all land acquisitions shall be in accordance with all applicable State and United States laws and regulations.

8.2 Reimbursement for land acquisition costs shall include a State Certified General Appraisal, preliminary title opinion attesting to the POI's clear title upon the execution of the Act of Sale, and a Phase 1 environmental assessment. This environmental assessment shall be prepared in accordance and in compliance with the latest edition of ASTM E 1527, and shall be prepared by an experienced environmental consultant qualified to perform environmental assessments.

8.3 Any purchase agreement for the immovable property including, but not limited to, buildings and appurtenances thereto, underground storage tanks, real property and land, shall contain a written warrant and guarantee by the seller that the immovable property is free and clear of any and all hazards identified by the environmental assessment as existing or suspected

and this warranty and guarantee shall be part of any Act of Sale for the purchase of immovable property. A copy of the environmental assessment and a certified copy of the purchase agreement, containing the warranty and guarantee, shall be provided to DOTD.

8.4 If the POI is unable to amicably acquire property needed for the Project then the POI may acquire the property by expropriation in accordance with LSA-R.S. 34:3306 et seq. which permits, *inter alia*, the taking of property prior to judgment in the trial court on the amount of compensation due to the owner of the property.

8.5 In furtherance thereof, the POI is hereby designated DOTD's agent for purposes of utility relocations, land acquisition and expropriation for the Project.

ARTICLE IX **CONSTRUCTION**

9.1 To provide for the consistent and effective communication between the Corps, DOTD and the POI during the period of construction, the Corps, DOTD and the POI shall appoint representatives to coordinate on scheduling, plans, specifications, contract provisions, contract costs, construction, inspection, modifications and other matters relating to construction of the Project.

9.2 The representatives appointed above shall meet as necessary during the period of construction and shall make such recommendations as they deem warranted to the Contracting Officer.

9.3 The Contracting Officer shall consider the recommendations of the representatives in all matters relating to construction of the Project, but the Contracting Officer, having ultimate responsibility for construction of the Project, has complete discretion to accept, reject, or modify any such recommendations.

ARTICLE X **PROJECT COORDINATOR**

10.1 DOTD shall designate a Project Coordinator who shall be responsible for monitoring compliance with this agreement as it relates to engineering activities. In this regard, the POI shall submit copies of all invoices, correspondence, and any other documentation necessary to verify costs related to such matters as engineering services, land acquisitions, utility relocations, permits, etc., directly to the DOTD Project Coordinator.

10.2 DOTD shall assign a Construction Coordinator. The POI shall submit any matters related to the actual construction of the Project, directly to the DOTD designated Construction Coordinator for further action.

ARTICLE XI
CHANGE ORDERS

11.1 A change order for the Project shall be subject to the approval of DOTD. However, as per LSA R.S. 39:126, a change order in excess of *Fifty Thousand Dollars (\$50,000)*, increase or decrease, shall also require the approval of the Joint Legislative Committee on the Budget and the Commissioner of Administration or his designee.

ARTICLE XII
SUBCONTRACTING

12.1 The POI shall not allow its contractor to enter into any subcontracts with any persons or entities without first obtaining written approval from the POI, or its designee.

ARTICLE XIII
DISBURSEMENT OF FUNDS

13.1 The POI agrees to use its best efforts to expend all of the funds subject to this Fourth Amended CEA within two (2) years from the date of the issuance of the Bonds. DOTD agrees that it will notify the POI of the date the Bonds are issued within one (1) month from the issuance thereof. The POI understands and agrees that if the funds subject to this Fourth Amended CEA are not totally expended within two (2) years from the issuance of the Bonds, DOTD can close the Project and recommend that the Legislature reallocate any unexpended proceeds to other projects.

13.2 The POI recognizes and agrees that the receipt of the State monies is contingent upon the receipt, pledge and expenditure of Local/Federal Matching Funds by the POI or Corps in the amount stated in Exhibit A or, if applicable, in the amount stated in a Funding Notification Letter. The POI acknowledges and agrees that the requisite amount of matching funds has been received, pledged, and/or expended on the Project.

13.3 The POI may borrow and expend funds secured by Priority 5 non-cash lines of credit issued by the State Bond Commission. However, reimbursement for such expenditures are contingent upon appropriation and adherence with the terms and conditions of this Fourth Amended CEA. In no event shall the POI be eligible for reimbursement of costs associated with and interest incurred in borrowing funds secured by a Priority 5 non-cash line of credit.

13.4 The POI may render invoices monthly to DOTD for reimbursable costs. All invoices shall be certified as correct by the POI's designated representative and shall be accompanied with satisfactory proof that the work or goods submitted for payment have actually been received or performed. All invoices are subject to verification, adjustment and settlement by DOTD.

13.5 The POI shall make every reasonable effort to submit all final invoices related to a particular phase of work within sixty (60) days after completion of that phase. In no event shall the POI submit any invoices or other requests for payment later than six (6) months after Final Acceptance of the Project.

13.6 DOTD will not pay or reimburse the POI for any invoices or bills that have not been submitted for payment by the POI prior to six (6) months after Final Acceptance. Failure of the POI to submit any such invoices within that time will result in the Project being closed by DOTD without reimbursement for any amounts that have not been invoiced or billed to DOTD. Any such amounts shall become the sole responsibility of the POI.

13.7 If a notice of lien is filed, the POI shall withhold 125 percent of the stated amount from payments due the Contractor. The POI shall withhold payment of these amounts until such time as the Contractor supplies the POI with a clear lien certificate. If the POI determines that liquidated damages are to be assessed under the terms of the contract, the POI shall withhold the specified amount from the reimbursement of the POI's final invoice. In the event of unresolved liens, the POI must provide DOTD with satisfactory proof that it will deposit the retainage with the court of appropriate jurisdiction before final payment will be made.

ARTICLE XIV RECORD KEEPING, REPORTING AND AUDITS

14.1 The POI shall provide DOTD with any reports DOTD requests relative to the status of the Project. The POI shall, during the term of the Fourth Amended CEA, cause to be conducted annually, by a duly qualified certified public accountant, an audit and examination of its books and accounts. The POI shall provide the Legislative Auditor and DOTD with copies of the annual audit report, and any other financial reports which relate to the Project, no later than thirty (30) days after receipt by the POI. The POI shall provide to DOTD a complete audit of said Project upon its completion, no later than ninety (90) days after completion of the Project. DOTD reserves the right to audit the Project records at any time.

14.2 The POI shall maintain all documents, papers, file books, accounting records, appropriate financial records and other evidence related to costs incurred relative to this Project. All such records shall be maintained by the POI or its contractors for a period of five (5) years following final payment. These records shall be made available to DOTD or the Legislative Auditor at any time.

ARTICLE XV OWNERSHIP OF PROPERTY

15.1 If applicable, the POI hereby covenants that it owns, will acquire title to, or obtain servitudes for the property upon which the Project is to be located and that it shall not, while any of the Project Bonds remain outstanding, transfer, convey, sell, mortgage, assign or otherwise

alienate its ownership or servitude rights in the land and appurtenances which constitute the Project. No funds appropriated in the Act shall be used to acquire land unless the title to such land is transferred to the State or political subdivision of the State. Projects to be located by permits on existing property of the State or a political subdivision of the State are exempt from these ownership requirements.

ARTICLE XVI
PLEDGE OR LEASE REVENUES

16.1 The POI hereby covenants and agrees that it shall not, while any portion of the Project Bonds issued by the State to fund the Project remain outstanding, enter into any agreement or otherwise covenant to directly pledge to the State any lease revenues from any lessee, its successors or assigns, for the payment of principal, interest or other requirements with respect to the Project Bonds, nor shall the POI deposit any such lease revenues into the Bond Security and Redemption Fund of the State.

ARTICLE XVII
NONDISCRIMINATION

17.1 The POI agrees to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans Readjustment Assistance Act of 1974, Title IV of the Education Amendments of 1972, the Age Act of 1972 and the Americans with Disabilities Act of 1990.

17.2 The POI agrees not to discriminate in its employment practices, and will render services under this agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disability. Any act of discrimination committed by the POI or failure to comply with these statutory obligations by the POI, when applicable, shall be grounds for termination of this Fourth Amended CEA.

ARTICLE XVIII
TAXES

18.1 The POI agrees that the responsibility for payment of taxes, if any, shall be the POI's obligation and identified under the Federal Tax Number shown on the signature sheet.

ARTICLE XIX
HOLD HARMLESS AND INDEMNITY

19.1 The POI agrees and obligates itself, its successors and assigns to defend, indemnify and save harmless and provide a defense for the State, its officials, officers and employees against any and all claims, demands, suits, actions (ex contractu, ex delictu, quasi-contractual, statutory or otherwise), judgments of sums of money, attorneys' fees and court costs to any party

or third person including, but not limited to amounts for loss of life or injury or damage to persons, property or damages to contractors, subcontractors, suppliers, laborers or other agents or contractors of the POI or any of the above, growing out of, resulting from or by reason of any violation of the requirements of the Fourth amended CEA, the Act and Omnibus Bond Act (OBA) or any other State law, of any negligent act or omission, operation or work of the POI, its employees, servants, contractors or any person engaged upon or in connection with the engineering services, construction and construction engineering required or performed by the POI hereunder including, but not limited to any omissions, defects or deficiencies in the plans, specifications or estimates, or by virtue of any extra work, delays, disruptions, inefficiencies or nonpayment of any engineering, construction or construction engineering cost incurred, or any other claim of whatever kind of nature arising from out of or in any way connected with the Project, to the extent permitted by law.

19.2 The parties to this Fourth Amended CEA act in an independent capacity in the performance of their respective functions under this Fourth Amended CEA, and neither the DOTD nor the POI is to be considered the officer, agent or employee of the other for purposes of third party liability. Further, nothing herein is intended to nor shall be construed to create any rights of any kind whatsoever in third persons not parties to this Fourth Amended CEA.

19.3 Nothing herein is intended, nor shall be deemed to create a third party beneficiary to or for any obligation by DOTD herein or to authorize any third person to have any action against DOTD arising out of this Agreement.

ARTICLE XXI TERM AND CANCELLATION

20.1 The terms of this Fourth Amended CEA shall be effective from the date of execution and shall be binding until all parties and all work is completed and accepted and all payments and conditions have been met. However, this Fourth Amended CEA may be terminated earlier under the following conditions:

- By mutual agreement and consent of the parties
- By the POI, prior to receipt of bids, but only upon return of all reimbursements made by DOTD.
- By DOTD due to withdrawal or reduction of state funds for this Project.
- By DOTD should this Fourth Amended CEA be determined to be illegal or fatally defective.

ARTICLE XXII
AMENDMENTS

21.1 This Fourth Amended CEA may be amended in writing, by mutual consent of the parties and in accordance with applicable state and federal laws or regulations. Any requirement of the Fourth Amended CEA not modified by amendment shall remain in full force and effect.

IN WITNESS HEREOF, the parties hereto have caused these presents to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

WITNESSES:

Janua D. Duke
Witness

Gene E. Hanna
Witness

Benny J. Hillman
Witness
Daryl Judice
Witness

Cassidy D. Day
Witness
A. Thomas
Witness

PORT OF IBERIA

BY:

Ted Kahn
Ted Kahn
President, Board of Commissioners
P.O. Box 9986
New Iberia, Louisiana 70562-9986
72-0822618
Federal Tax Identification Number

STATE OF LOUISIANA
DIVISION OF ADMINISTRATION,
FACILITY PLANNING AND CONTROL
BY:

Jerry W. Jones
Jerry W. Jones, Director
P.O. Box 94095
Baton Rouge, Louisiana 70804-9095

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT
BY:

Johnny B. Bradberry
Johnny B. Bradberry, Secretary
P.O. Box 94245
Baton Rouge, Louisiana 70804

RECOMMENDED FOR APPROVAL

BY:

Edmond J. Preau, Jr.
Edmond J. Preau, Jr., P.E., Assistant Secretary
Public Works & Intermodal Transportation

4th AMENDED COOPERATIVE ENDEAVOR AGREEMENT

by and between

THE STATE OF LOUISIANA

through the

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

and the

DIVISION OF ADMINISTRATION

OFFICE OF FACILITY PLANNING AND CONTROL

FP&C PROJECT NO. 36-P16-01B-01

and

THE PORT OF IBERIA

STATE PROJECT NUMBER 737-99-0669

Deepwater Channel Feasibility Study for the Port of Iberia for Navigational Impact

(\$1,000,000 Non-State Match)

(Iberia)

EXHIBIT A

State of Louisiana-ISIS Financial System-State Funding Summary

ACT #	YEAR	DESCRIPTION	STATE CASH	STATE NON-CASH LINE OF CREDIT	TOTAL STATE FUNDING
2	2004	GO Bonds LOC	1,250,000		\$1,250,000*
2	2004	GO Bonds LOC	200,000	1,605,000	\$1,805,000
TOTAL			\$1,450,000	\$1,605,000	\$3,055,000

* Actual cash transferred to DOTD was \$9,970 representing remaining cash at FP&C.

EXHIBIT B

ESTATES

CHANNEL OR CHANNEL IMPROVEMENT EASEMENT

A perpetual and assignable right and easement to construct, operate, and maintain channel or channel improvement works on, over and across the lands for the purposes as authorized by the Act of Congress approved _____, including the right to clear, cut, fell, remove and dispose of any and all timber, trees, underbrush, buildings, improvements and/or other obstructions therefrom; to excavate, dredge, cut away, and remove any or all of said land and to place thereon dredge or spoil material; and for such other purposes as may be required in connection with said work of improvement; reserving, however, to the owners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

TEMPORARY WORK AREA EASEMENT

A temporary easement and right-of-way in, on, over and across the land, for a period not to exceed two (2) years, beginning with date possession of the land is granted to the United States, for use by the United States, its representatives, agents, and contractors as a work area, including the right to borrow and/or deposit fill, spoil and waste material thereon, move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incident to the construction of the Port of Iberia Project, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

UTILITY AND/OR PIPELINE EASEMENT

A perpetual and assignable easement and right-of-way in, on, over and across (the land described in Schedule A) (Tracts Nos. ____, ____ and ____), for the location, construction, operation, maintenance, alteration; repair and patrol of a dredged material disposal pipeline; together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the land-owners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

FEE EXCLUDING MINERALS (With Restriction on Use of the Surface)

The fee simple title to the land, subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines; excepting and excluding from the taking all minerals, in and under said land and all appurtenant rights for the exploration, development, production and removal of said minerals, but without the right to enter upon or over the surface of said land for the purpose of drilling and extracting therefrom said minerals.

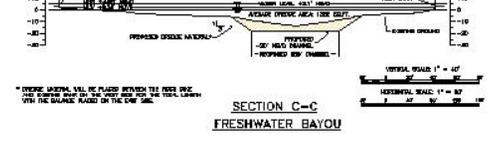
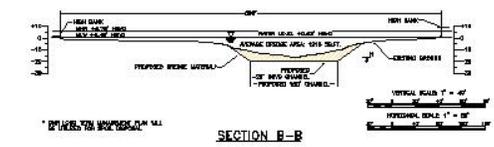
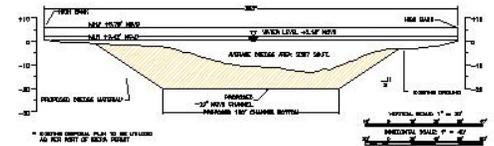
PERMANENT DREDGED MATERIAL PLACEMENT EASEMENT

This is a minimum deviation of a non-standard estate which was used by the St. Paul District (CEMVP) for the Upper Mississippi River 9-foot Channel Project, and was approved 16 Dec 1997 by CERE-AP 2nd End, Subject: Review and Approval Non-Standard Easement - Dredged Material Placement Site - Pool 2, Mississippi River, Minnesota.

An exclusive permanent easement and right-of-way in, on, over and across Tract No. _____ is granted to the (United States) (non-Federal Sponsor), for use by the (United States) (non-Federal Sponsor), its representatives, agents, and contractors as a dredged material placement site, including the right to borrow, remove, and/or deposit fill, spoil and waste material thereon and erect and remove structures and dikes on the land and to perform any other work necessary and incident to the placement of dredged material, and maintenance of the dredged material placement site, including any alterations of contours on said lands, together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions, and any other vegetation, structures, or obstacles within the limits of the right-of-way; providing that no structures for human habitation shall be constructed or maintained on the land, and that no other structures shall be constructed or maintained on the land except as may be approved in writing by the District Engineer of the U. S. Army Engineer District, New Orleans, or his authorized representative; reserving, however, to the landowners, their heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

EXHIBIT C

PROJECT MAP



ACADIANA GULF OF MEXICO ACCESS CHANNEL



REV. MARCH 2003

EXHIBIT D

CHART OF ACCOUNTS

8/22/2006

PORT OF IBERIA FEASIBILITY STUDY
REAL ESTATE COST ESTIMATE
APRIL 2004

		28 APRIL 2004			AMOUNT CONTINGENCY PROJECT COST		AMOUNT CONTINGENCY PROJECT COST	
					ROUNDED			
TOTAL PROJECT COSTS						1,357,050	337,640	1,694,690
01	LANDS AND DAMAGES		AMOUNT	CONTINGENCY	PROJECT COST	1,349,150	335,660	1,684,810
01B	ACQUISITIONS							
01B10	BY GOVERNMENT							
01B20	BY LOCAL SPONSOR (LS)	116,300	28,830	144,130				
01B30	BY GOVT ON BEHALF OF LS							
01B40	REVIEW OF LS	17,500	4,380	21,880				
01C	CONDEMNATIONS							
01C10	BY GOVERNMENT			0	0			
01C20	BY LS	20,000	5,000	25,000				
01C30	BY GOVT ON BEHALF OF LS			0	0			
01C40	REVIEW OF LS	7,900	1,880	9,880				
01D	INLEASING							
01D10	BY GOVERNMENT			0	0			
01D20	BY LS			0	0			
01D30	BY GOVT ON BEHALF OF LS			0	0			
01D40	REVIEW OF LS			0	0			
01E	APPRAISAL							
01E10	BY GOVT (IN HOUSE)			0	0			
01E20	BY GOVT (CONTRACT)			0	0			
01E30	BY LS	38,000	9,500	47,500				
01E40	BY GOVT ON BEHALF OF LS			0	0			
01E50	REVIEW OF LS	11,200	2,800	14,000				
01F	PL 91-648 ASSISTANCE							
01F10	BY GOVERNMENT			0	0			
01F20	BY LS			0	0			
01F30	BY GOVT ON BEHALF OF LS			0	0			
01F40	REVIEW OF LS			0	0			
01G	TEMPORARY PERMITS/LICENSES/RIGHTS-OF-ENTRY							
01G10	BY GOVERNMENT			0	0			
01G20	BY LS	9,500	2,380	11,880				
01G30	BY GOVT ON BEHALF OF LS			0	0			
01G40	REVIEW OF LS	3,150	790	3,940				
01G50	OTHER			0	0			
01G60	DAMAGE CLAIMS			0	0			

6/22/2005

PORT OF IBERIA FEASIBILITY STUDY
 REAL ESTATE COST ESTIMATE
 APRIL 2004

01R	REAL ESTATE PAYMENTS								
01R1	LAND PAYMENTS								
01R1A	BY GOVERNMENT			0	0				
01R1B	BY LS			280,000	1,359,000				
01R1C	BY GOVT ON BEHALF OF LS			0	0				
01R1D	REVIEW OF LS			0	0				
01R2	PL 91-846 ASSISTANCE PAYMENTS								
01R2A	BY GOVERNMENT			0	0				
01R2B	BY LS			0	0				
01R2C	BY GOVT ON BEHALF OF LS			0	0				
01R2D	REVIEW OF LS			0	0				
01R3	DAMAGE PAYMENTS								
01R3A	BY GOVERNMENT			0	0				
01R3B	BY LS			0	0				
01R3C	BY GOVT ON BEHALF OF LS			0	0				
01R3D	REVIEW OF LS			0	0				
01R9	OTHER			0	0				
01S	DISPOSAL RECEIPTS								
01S10	DISPOSAL RECEIPTS - REIMBURSEMENTS (CR) - LANDS			0	0				
01S20	DISPOSAL RECEIPTS - GENERAL FUND (GR) - LANDS			0	0				
01T	LEARD CREDITING								
01T10	LAND PAYMENTS			0	0				
01T20	ADMINISTRATIVE COSTS			7,600	7,600				
01T30	PL 91-846 ASSISTANCE			0	0				
01T40	ALL OTHER			0	0				
02	RELOCATIONS								
02100	Final Compensability Report (By Government)			3,600	900			7,900	1,980
02200	Cost Reimbursement Agreement (By Government)			4,300	1,080				
02300	RELOCATION OF CEMETERIES, UTILITIES AND STRUCTURES								
									9,880

EXHIBIT E

ASSESSMENT OF NON-FEDERAL SPONSOR'S LAND ACQUISITION EXPERIENCE

**ASSESSMENT OF NON-FEDERAL SPONSOR'S
REAL ESTATE ACQUISITION CAPABILITY
LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
JULY 2005**

I. Legal Authority:

- a. Does the sponsor have legal authority to acquire and hold title to real property for project purposes? **YES**
- b. Does the sponsor have the power of eminent domain for this project? **YES**
- c. Does the sponsor have "quick-take" authority for this project? **YES**
- d. Are any of the lands/interests in land required for the project located outside the sponsor's political boundary? **NO**
- e. Are any of the lands/interests in land required for the project owned by an entity whose property the sponsor cannot condemn? **NO**

II. Human Resource Requirements:

- a. Will the sponsor's in-house staff require training to become familiar with the real estate requirements of Federal projects including P.L. 91-646, as amended? **NO**
- b. If the answer to II.a. is "yes," has a reasonable plan been developed to provide such training? **N/A**
- c. Does the sponsor's in-house staff have sufficient real estate acquisition experience to meet its responsibilities for the project? **YES**
- d. Is the sponsor's projected in-house staffing level sufficient considering its other workload, if any, and the project schedule? **YES**
- e. Can the sponsor obtain contractor support, if required in a timely fashion? **YES**
- f. Will the sponsor likely request USACE assistance in acquiring real estate? **NO**

III. Other Project Variables:

- a. Will the sponsor's staff be located within reasonable proximity to the project site? **YES**
- b. Has the sponsor approved the project/real estate schedule/milestones? **YES**

IV. Overall Assessment:

- a. Has the sponsor performed satisfactorily on other USACE projects? **YES**
- b. With regard to this project, the sponsor is anticipated to be: highly capable/fully capable/moderately capable/marginally capable/insufficiently capable. (If sponsor is believed to be "insufficiently capable," provide explanation.)

FULLY CAPABLE

V. Coordination:

- a. Has this assessment been coordinated with the sponsor? **YES**
- b. Does the sponsor concur with this assessment? **YES.**

This assessment was coordinated with Mr. James M. Dousay, Real Estate Administrator for the Louisiana Department of Transportation and Development. It was also coordinated with Mr. Roy Pontiff, Executive Director of The Port of New Iberia, representing the non-Federal sponsor's agent.

Prepared by:

Michael M. Palmieri
Michael M. Palmieri
Realty Specialist

22 AUGUST 2005
Date

Reviewed by:

Stephen Bland
Stephen Bland
Assistant District Counsel

22 August 2005
Date

Approved by:

Linda C. Labure
Linda C. Labure
Chief, Real Estate Division

22 August 2005
Date