

LOUISIANA WILDLIFE AND FISHERIES COMMISSION

BOARD MEETING

Tuesday, September 27, 1983

James Farrelly

Chairman

Baton Rouge, Louisiana

LOUISIANA WILDLIFE & FISHERIES COMMISSION

September 27, 1983

AGENDA

1. Roll call. 1
2. Approve minutes of July 26, 1983. 1
3. Seafood Division Policies as they pertain to the Oyster Fisheries-Survey Section. 1
4. Request for renewal of permit from T. L. James to remove fill material from the Mississippi River. 2
5. Request for renewal of permit from Tenneco Oil Co., to remove fill material from Lake Boudreaux. 2
6. Revised fill material agreement. 2
7. Adopt trapping season dates. 2
8. Final adoption of rules for Rockefeller Refuge. 3
9. Ratify extension of Toledo Bend netting restrictions. 5
10. Individuals occupying Peggy's Island in Lake Bistineau without authority from Wildlife and Fisheries. 6
11. Set date for special board meeting. 7
12. Set date and location for November board meeting. 7

MINUTES OF MEETING
LOUISIANA WILDLIFE & FISHERIES COMMISSION
BATON ROUGE, LOUISIANA
September 27, 1983

Chairman James Farrelly, presiding:

Members present:

Dr. Jack Cappel, Member
Mr. George Gray, Member
Mr. Charles Riggs, Member
Mr. James Farrelly, Chairman

Secretary Jesse J. Guidry was present

* * * *

The regular monthly meeting of the Louisiana Wildlife & Fisheries Commission was called to order by Mr. James Farrelly, Chairman, on Monday September 26, 1983 at 2:00 p.m. at the Quail Drive Office.

Motion was made by Mr. George Gray, seconded by Mr. Charles Riggs and passed unanimously to go into a committee of the whole.

Invocation was offered by Dr. Jack Cappel.

A roll call of members present was taken.

Motion was made by Mr. Charles Riggs, seconded by Mr. George Gray, and passed unanimously to approve the minutes of July 26, 1983.

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Mr. Harry Schafer gave the monthly survey report. During the period August 6 through September 15 field activity consisted of surveying 61 leases.

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Motion was made by Mr. George Gray, seconded by Mr. Charles Riggs, and passed unanimously to adopt the revised Seafood Division Policies as they pertain to the Oyster Fisheries-Survey Section. (copy of these policies is attached to these minutes.)

Motion was made by Mr. George Gray, seconded by Dr. Jack Cappel, and passed unanimously that a renewal of permit be granted to T. L. James & Company to remove fill material.

(The full text of the resolution is here made part of the record)

BE IT RESOLVED that the Louisiana Wildlife and Fisheries Commission does hereby grant permission to T. L. James & Company, to remove fill material from the Mississippi River, left descending bank, Mile 87.35 to 88.17 in the vicinity of Meraux, St. Bernard Parish, Louisiana, on a month to month basis, beginning September 27, 1983 at a royalty rate of 10¢ per cubic yard. The following shall be in effect until the Wildlife and Fisheries Commission's Oyster and Shrimp Committee completes their study whereby the Commission takes action.

* * * *

Motion was made by Dr. Jack Cappel, seconded by Mr. Charles Riggs, and passed unanimously that a renewal of permit be granted to Tenneco Oil Co., for the removal of fill material.

(The full text of the resolution is here made part of the record)

BE IT RESOLVED that the Louisiana Wildlife and Fisheries Commission does hereby grant permission to Tenneco Oil Co., to remove fill material from the North shoreline of Lake Boudreaux in Sections 69, 70, 71, 73 and 74, Township 19 South, Range 18 E, Terrebonne Parish, Louisiana, on a month to month basis, beginning September 27, 1983 at a royalty rate of 10¢ per cubic yard. The following shall be in effect until the Wildlife and Fisheries Commission's Oyster and Shrimp Committee completes their study whereby the Commission takes action.

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Motion was made by Dr. Jack Cappel, seconded by Mr. Charles Riggs, and passed unanimously to adopt the revised fill material agreement. (A copy of the revised fill material agreement is attached)

* * * *

Motion was made by Mr. George Gray, seconded by Dr. Jack Cappel, and passed unanimously to adopt the trapping season dates.

(The full text of the resolution is here made part of the record)

WHEREAS, the fur industry of Louisiana represents a major resource of economy and income for many of the citizens of our state; and

WHEREAS, this resource is a renewable natural one, which has proven under wise management to increase in importance in our state; and

WHEREAS, an annual harvest of the surplus animals is in keeping with wise wildlife management techniques based on scientific management; and,

WHEREAS, fur prices were depressed for a second year during the 1982/83 trapping season as a result of the world economic situation; and

WHEREAS, this depressed price level combined with winter flooding both in upland and coastal areas produced a dramatic drop in trapper success, trapper effort and the resulting harvest; and

WHEREAS, Federal restrictions imposed by the Endangered Species Office concerning out-of-state shipment for otter and bobcat furs will again require placement of a possession tag by trappers or buyers to insure state origin; and

WHEREAS, the zonation concept during the past two seasons has proved workable and beneficial in reducing late caught unprime furs and has produced favorable comments generated within the fur industry; and,

WHEREAS, Legislation during the 1983 session allows a licensed hunter to take raccoon and/or opossum during daylight hours during the open squirrel season; and

NOW, THEREFORE, BE IT RESOLVED, that the Louisiana Wildlife and Fisheries Commission does hereby establish the 1983-84 fur bearers trapping season for the northern zone as being November 20, 1983 through February 15, 1984, and sets a bag limit for daytime and nighttime raccoon and opossum hunting outside the trapping season of one raccoon and/or opossum per hunter per day or night; and

BE IT FURTHER RESOLVED, that the attached regulations governing the buying, tagging and shipment of bobcat and otter pelts are adopted for the 1983-84 trapping season.

The regulations governing the buying, tagging and shipment of bobcat and otter pelts are attached as an appendix to these minutes.

* * * *

Motion was made by Mr. Charles Riggs, seconded by Dr. Jack Cappel, and passed unanimously to adopt the rules governing use of Rockefeller

Refuge.

(The full text of the resolution is here made part of the record)

WHEREAS, the Louisiana Department of Wildlife and Fisheries received the Rockefeller Wildlife Refuge under a conditional Deed of Donation in 1920; and

WHEREAS, the Deed of Donation has been revised by a Memorandum of Agreement between the Department of the Interior and the Louisiana Department of Wildlife and Fisheries effective the 18th day of April, 1983; and

WHEREAS, provisions of the original Deed of Donation and the Memorandum of Agreement permit recreational use of the area; and

WHEREAS, the Louisiana Department of Wildlife and Fisheries has been permitting sport fishing and other recreational use of the area for 25 years without interference with the wildlife management programs on the area; and

WHEREAS, numerous regulations have been adopted by the Louisiana Wildlife and Fisheries Commission to control public use of the wildlife refuge area; and

NOW, THEREFORE, BE IT RESOLVED, that the Louisiana Wildlife and Fisheries Commission does hereby adopt the following rules and regulations to govern the use of the Rockefeller Wildlife Refuge for sport fishing and other recreational uses.

1. The visiting season on the Rockefeller Wildlife Refuge will extend from March 1st through December 1st throughout the refuge except those restricted areas designated to prohibit interference with research activities. Use of Humble Canal; Joseph Harbor Bayou; Headquarters Canal; Union Producing Canal; Deep Lake; East End Boundary Canal; and Rollover Bayou shall be yearround. In addition to this access, sport fishermen shall be permitted to enter the Refuge from the Gulf side in East Constance Bayou, East Little Constance Bayou, Big Constance Bayou, Little Constance Bayou. Access through these bayou's will be permitted only as far inland as the existing water control structures. The remainder of the Refuge shall be restricted during the winter months and will be closed to all trespassing.

2. Use of the Refuge will be allowed from one-half ($\frac{1}{2}$) hour before official sunrise until official sunset. This includes access routes through the Refuge.

3. Overnight camping is prohibited.

4. Hunting, molesting or intentional disturbing of wildlife is prohibited.

5. Trawling on the Refuge is prohibited. Trotlines, trammel and gill fish nets are prohibited. All commercial fishing is prohibited. One-hundred (100) pounds of shrimp per boat is allowed during the inside open shrimp season as established by the Louisiana Wildlife and Fisheries Commission annually. Ten (10) pounds of shrimp for bait purposes may be caught during the closed season. Shrimp can be harvested only by cast net or dip net on the Refuge and only for sport fishing or home consumption use.

6. Crawfish may be harvested from the open portion of the Refuge and one-hundred (100) pounds per boat or vehicle is allowed. Set nets or traps may be used but must be attended and removed from the Refuge daily. No commercial harvest allowed.

7. Oysters may be harvested from the natural reefs. One (1) gallon per boat is allowed and oysters must be opened at the reef and the shells returned to the reef.

8. The burning of the marshes is prohibited. Water control structures are not to be tampered with or altered by anyone other than employees of the Louisiana Department of Wildlife and Fisheries.

9. Bringing firearms, bows, and arrows, liquor and controlled substance narcotics onto the Refuge is prohibited. All boats and vehicles are subject to search by all authorized employees of the Louisiana Department of Wildlife and Fisheries at anytime.

10. Boat travel on the Refuge will be maintained at a minimum and boats shall be operated so as to create a minimum of wave wash. Speed boat racing and water skiing is prohibited.

11. No littering is allowed. Visitors must remove their litter or place in appropriate litter disposal sites. Cleaning of fish on the Refuge is allowed, however remains must be properly disposed of.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Secretary is hereby authorized to publicize this change in regulations through the news media.

* * * *

Motion was made by Mr. George Gray, seconded by Mr. Charles Riggs, and passed unanimously to ratify the extension of Toledo Bend netting restrictions.

WHEREAS, studies conducted by the Louisiana Department of Wildlife and Fisheries on Toledo Bend have demonstrated the detrimental effects that the use of certain types of commercial fish nets have on gamefish populations,

WHEREAS, a survey conducted prior to the initial net ban request of August 1981 indicated a moderate commercial fishery does exist in Toledo Bend, however, the majority of commercial fishermen fished only on a part time basis, and the primary fish sought after were catfishes, and

WHEREAS, commercial fishermen on this lake can still effectively take catfish with the use of hoop nets, slat traps, setlines, bush lines, and trot lines, and

WHEREAS, to protect and enhance the viable sportfishery that now exists in Toledo Bend

THEREFORE BE IT RESOLVED, the Louisiana Wildlife & Fisheries Commission hereby extends the prohibition on gill nets, trammel nets, flag webbing and fish seines in the Louisiana portion of Toledo Bend and

FURTHER BE IT RESOLVED, that the closed season on hoop nets continue during the period March 1 through May 15 each year only in that portion of Toledo Bend from a point north of Logansport where the lake enters Texas, and south to a point on the Lake where the Texas Duck Refuge Canal intersects the old channel of the Sabine River. The extension of this rule will remain in effect for a three year period until October 20, 1986.

* * * * *

Motion was made by Mr. George Gray, seconded by Mr. Charles Riggs and passed unanimously to take actions necessary for the removal of unauthorized persons from the lands within and adjacent to Lake Bistineau.

(The full text of the resolution here is made part of the record)

WHEREAS, in June of 1983 it was called to the attention of personnel in the Department of Wildlife and Fisheries that certain individuals were occupying Peggy's Island in Lake Bistineau and,

WHEREAS, it has been subsequently learned that it is the intention of said individuals to permanently occupy said Peggy's Island and,

WHEREAS, the management authority in control of Lake Bistineau including Peggy's Island was placed under the jurisdiction of the

Louisiana Wildlife and Fisheries Commission by Act 152 of 1969 and,

WHEREAS, said individuals were notified on July 5, 1983 to vacate said Island and have failed to do so and have indicated their intent to remain on said Island,

BE IT THEREFORE RESOLVED that Jesse J. Guidry, Secretary of the Department of Wildlife and Fisheries is hereby authorized and directed to take whatever action is necessary to cause the removal of said persons from Peggy's Island including the filing of formal charges where appropriate with the appropriate authorities.

BE IT FURTHER RESOLVED that Jesse J. Guidry is hereby authorized and directed to exercise all powers, duties, functions, and responsibilities necessary for the administration and implementation of the policies, rules, and decisions of this Commission with regard to Lake Bistineau including any and all actions necessary to effectuate the removal of unauthorized persons from the lands within and adjacent to Lake Bistineau as defined by Act 43 of 1980.

* * * *

A special board meeting was set for 10:00 a.m. October 12, 1983 in New Orleans on November 21 and 22.

* * * *

Motion was made by Mr. Farrelly to adjourn the meeting.

Minutes transcribed by
Linda Gregson

(Revision - September 26 - After Louisiana Wildlife and Fisheries Pre-Commission Meeting of this date)

P R O P O S E D

LOUISIANA DEPARTMENT OF WILDLIFE AND FISHERIES

SEAFOOD DIVISION POLICIES

AS THEY PERTAIN TO OYSTER FISHERIES-SURVEY SECTION

A. Office Policies and Procedures:

1. Office hours will be from 8:30 a.m. to 4:30 p.m., Monday through Friday excluding state holidays.
2. The sale of licenses required for fishing oysters shall be available for purchase in the Survey Section Office of the division during the prescribed office hours or by mail.
3. No one is to go into the lease document or quadrangle files, or application registration without permission of and accompaniment by designated office personnel.

B. The taking of Oyster Lease Applications:

1. a. There shall be a fifty foot (50 ft.) Buffer Zone established between new leases. However, by mutual written consent of applicants of adjacent waterbottoms the lease boundaries may be common.
- b. Where distances between oyster leases are two hundred feet (200 ft.) or less, no applications or leases shall be taken or issued except that the intervening space may be shared equally by the existing lessees or applicants if properly applied for and leased in accordance with existing policies and practices.
- c. No new applications will be taken or leases issued having widths less than three hundred feet (300 ft.) except as follows:
 - 1) for closing corners not to exceed a distance (length) of five hundred feet (500 ft.),
 - 2) in bayous (or similar configurations; connections or cuts between bays, lakes and ponds, etc.) not less than one hundred feet (100 ft.) or where less than that width it shall be the full width with a subservience clause prohibiting an impedance of reasonable navigation, lessees in these areas shall receive preference where erosion, subsidence, etc., occurs resulting in an enlargement of the waterbottoms for leasing adjacent areas for a period of five (5) years.

- d. Any application for an oyster lease may be contoured to follow the shoreline.
2. If an applicant cannot keep his appointment with the surveyor, and fails to notify the Survey Office by Noon on the Thursday prior to the date of the scheduled survey, his application shall be cancelled. Applicants will be notified of action taken, and given an opportunity to reinstate application with an additional payment of survey fee within fourteen days of cancellation notice, at which time the applicant shall advise the Survey Section on which day he or a representative will be available for rescheduling within 14 to 30 days. If the applicant fails to keep this second appointment, the application shall be cancelled without the option of reinstatement. If the applicant fails to meet the appointment but notifies the Survey Section of vessel breakdown or inclement weather prior to the appointment time, then he will advise the Survey Section Office on which day he or a representative will be available for rescheduling within 14 to 30 days. If he fails to meet this second appointment, his application will be cancelled. When the Department Surveyor cannot keep his appointment, all effort will be made to notify the oyster farmer/applicant.
 3. If any survey by the surveyor of the Department shows an overlap, the Department will abstract the leases involved and eliminate the overlap at its expense by giving the overlapped area to the longest continuously uninterrupted lease, notifying the lessees/applicants of the action. If any survey by a private surveyor shows an overlap, a lease shall not be issued until such time as overlap is corrected at no expense to the Department.
 4. All applicants must appear in this office to place an application for survey and lease, or provide power of attorney to an agent to act in their behalf.
 5. Annual rental notices will be mailed to lessees at least 30 days in advance to due date which is January 1 of each year.
 6. A time frame of 30 days after receipt of a certified letter from the Department will be allowed for reinstating leases which have been cancelled for failure to pay rental.
 7. A fee of \$10.00 per lease will be charged for transfer of oyster lease.
 8. A fee for all extra maps, leases, plats or documents, will be charged as follows:

All maps	-	\$10.00 per copy
Plats	-	\$ 5.00 per copy
Lease documents	-	\$ 5.00 per copy
Other material	-	\$ 1.00 per copy

9. Survey Application Fees:

- a. Survey application fees for new leases after the moratorium is lifted will be as follows:

<u>Acres</u>	<u>Dollars</u>
10 or less	\$80.00 (up to five (5) shot points plus \$20.00 for each additional shot point)
11 - 20	\$120.00 (up to six (6) shot points)
21 - 200	\$2.00 additional for each acre after 20 (up to seven (7) shot points)
201 - 1,000	\$1.00 additional for each acre after 200 (up to eight (8) shot points)

- b. Survey application fees on leases expiring by 15-year limitation are established as follows:

<u>Acres</u>	<u>Dollars</u>
10 or less	\$50.00
11 - 20	\$75.00
21 - 200	\$1.50 additional for each acre after 20
201 - 1,000	\$1.00 additional for each acre after 200

- c. Survey application fees for RESTAKES of one's own lease are established as follows:

\$20.00 PER SHOT POINT

- d. Survey application fees for restakes of someone else's lease are established as follows:

\$80.00 for the first two shot points

\$40.00 for each additional shot point thereafter

- e. The Survey Section shall notify owner(s) of lease to be restaked.

10. If an oyster farmer knowingly has a private surveyor survey over an existing lease or application, that application is cancelled and will constitute cause for the private surveyor to be barred from surveying oyster leases for a one (1) year period.

C. Private Surveyors Surveying Oyster Leases for Oyster Farmer:

1. All Surveyors must appear in person in the office of the Survey Section of the Department of Wildlife and Fisheries to research information pertinent to their surveys.
2. Surveyor to be charged the basic rate for copies of documents needed, excluding those furnished by this agency.
3. All controls and corners of oyster surveys to be tied into the Louisiana State Plane Coordinates System.
4. All surveys must comply with RS 56:427, B which requires the lease not to exceed the initial application by more than 10% compliance by negotiation with the applicant. If unacceptable, application will be cancelled and all fees forfeited.
5. Surveyors to execute properly surveyor's certificate appearing on reverse side of original application on file in the Oyster Lease Survey Section, or a photocopy of the original.
6. Surveyors must furnish the Department of Wildlife and Fisheries Survey Section with the original field notes on standard 4-1/2 x 7-1/2 looseleaf sheets.
7. Surveyors to note in the original field notes any activity in or adjacent to or on surveyed area, or any existing structures, etc.
8. Survey plats to be drawn on forms furnished by the Louisiana Department of Wildlife and Fisheries Oyster Lease Section and original tracing to become the property of same.
9. The acreage of all surveys, even though calculated to tenth or hundredth of acre, to be rounded off to the next highest acre.
10. Application number and ownership on all survey plats to be shown on original application.
11. No land area to be included in survey. Probing to be done at random throughout the surveyed area to determine type of bottom, and results noted on original field notes, along with tidal information.
12. Use standard signs and symbols.
13. The Louisiana Department of Wildlife and Fisheries, Survey Section will provide all information needed to perform the Survey.
14. Non-compliance with the above twelve (12) items (C, 1-12) after 30 day notification from the Department by certified mail, shall result in cancellation of the application and forfeiture of all fees to the Department.

D. Departmental Surveys

1. Complaints in the field are to be handled in the following manner:
 - a. The oyster farmer should allow the survey to be completed in all situations. The engineer has his instructions.
 - b. If the oyster farmer is dissatisfied with the survey after completed he may register his complaint with the Survey Office within 14 days of date of survey.
 - c. Survey crew is to note that the oyster farmer will complete the survey under protest at time survey is being performed.
 - d. If the oyster farmer prevents survey from being completed in the field, his application will be cancelled. The oyster farmer has 14 days from postdate on letter notifying him of said cancellation to come into the office and pay survey fee and have application reinstated.
2. In an effort to comply with RS 56:425 D, which allows the Department to settle disputes and RS 56:427 C requiring compact leases, and policy B-1, the Chief Surveyor has the authority to grant applications to settle boundary disputes particularly as it is associated with shoreline erosion.

E. Oyster Lease Posting Requirements

1. In an effort to comply with RS 56:430, Pr. B, and to keep within the constraints of Title 14, Section 63, dealing with criminal trespassing, the following are the posting oyster lease requirements:
 - a. The oyster lessee or person seeking to post the oyster lease shall place and maintain signs along the boundaries of the property or area to be posted. These signs shall be written in the English language.
 - b. The signs shall have letters at least three inches in height and shall be of sufficient size and clarity to give notice to the public of the location and boundary of the oyster lease. The signs shall be placed and maintained at intervals of not more than one-fifth of a mile and shall be at least three to twelve feet above the water level.
 - c. At the main entrance to the property and at no less than at all corners along the boundary of said property, the party seeking to post same shall include his name or initials in addition to the lease number.

- d. In marsh areas and canals posted signs shall also be placed at all major points of ingress or egress.
- e. In open water all signs are to be placed facing outward.

STATE OF LOUISIANA
PARISH OF ORLEANS

SAND, GRAVEL, OR FILL MATERIAL AGREEMENT

KNOW ALL MEN BY THESE PRESENTS: That the Department of Wildlife and Fisheries of the State of Louisiana, herein acting through its duly appointed Secretary, hereinafter referred to as DEPARTMENT, by the authority vested in said DEPARTMENT and in the Secretary thereof, and subject to the reservations, terms, and conditions hereinafter provided for, does hereby sell and grant unto _____ resident(s) of the Parish of _____, State of Louisiana, with its domicile in the City of _____ duly authorized, its successors and assigns, herein referred to as PURCHASER the right and privilege of taking and removing sand, gravel, and fill materials from the beds or water bottoms of that portion of _____ described as:

The reservations, terms and conditions of this agreement are as follows:

(1) The rights and privileges herein granted shall begin on the _____ day of _____ 19____, and end upon cancellation by the Department or within one (1) year from said date.

(2) The consideration for which this agreement has been made is the payment by aforesaid PURCHASER to the DEPARTMENT a minimum royalty at the following rates, to-wit:

Sand, screened	22c	per	cubic	yard
Gravel, screened and washed	60c	"	"	"
Gravel and sand, unscreened	40c	"	"	"
Fill Materials and/or fill sand	20c	"	"	"

removed by purchaser from the beds of the above described water bottoms during the time this agreement is in effect. The royalty on fill material and/or sand and/or gravel is as above unless changed by action of the DEPARTMENT or the Legislature of the

State of Louisiana. If such change occurs, the new price will become effective on the first day of the month following written notice of said action if the increase in royalties comes as a result of Department action, or on the effective date of the act if said increase comes as a result of Legislative action.

The DEPARTMENT shall have and enjoy during the terms of this agreement, or extension or renewal thereof, the exclusive right and privilege to increase, on a sliding scale, the minimum royalty per cubic yard for _____ taken and removed from the aforesaid water bottoms or beds.

PURCHASER agrees that the quantity of sand, gravel and/or fill material removed by PURCHASER, shall yield to the DEPARTMENT not less than \$18,000 DOLLARS during the life of this agreement. PURCHASER further agrees that in the event for any reason PURCHASER does not remove sufficient sand, gravel and/or fill material to aggregate in total at the price per yard stipulated above, the guaranteed yield to the DEPARTMENT of \$18,000 DOLLARS, PURCHASER shall pay to the DEPARTMENT an amount sufficient to total \$18,000 DOLLARS.

(3) It is understood the PURCHASER shall, within thirty (30) days after the expiration of the quarter-annual period expiring, respectively, on the last day of March, June, September, and December of each year, file with the DEPARTMENT a sworn statement of the amount of yardage of all _____ removed from the leased premises herein, showing the kind and gross quantity of each so produced and/or removed and shall at the same time make payment of all royalty and royalties due the DEPARTMENT at the minimum rates above set forth or as may be increased by the Legislature or DEPARTMENT as aforesaid. In lieu of said sworn statement as aforesaid, the PURCHASER may file a copy of the severance tax report required by and submitted to the Collector of Revenue for the State of Louisiana, and it shall accompany same with full payment of all royalty and/or royalties then due and owing; said statement shall not be conclusive upon the DEPARTMENT. Upon failure to pay royalty when due, a penalty of ten per cent per month calculated upon the royalty

due, shall be levied and collected by the DEPARTMENT in addition to the royalty due. This penalty shall become due without demand for payment by the DEPARTMENT.

(4) PURCHASER further agrees, bind and obligates itself to supply and provide all of the boats, barges, scows, machinery, tools and implements of every kind or character, which may be necessary to take and remove _____ from such water bottoms, without cost, expense, or liability of any kind to the DEPARTMENT.

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

(6) PURCHASER further agrees to provide a legal defense and representation to the Department and/or Louisiana Wildlife and Fisheries Commission for any and all lawsuits and legal claims which may arise as a result of this contract or operations hereunder.

(7) PURCHASER further agrees, bind and obligates itself to notify the DEPARTMENT through the SECRETARY of the Louisiana Department of Wildlife and Fisheries, in writing, at least ten (10) days prior to putting into actual service any and ever^d dredge, barge, scow, boat or pit used in the removal of _____, together with the capacity of each, and the DEPARTMENT may thereupon verify the measurements of said barges, boats, scows, or pits.

(8) PURCHASER further agrees, bind and obligates itself, before commencing operations in accordance with this agreement, to furnish the DEPARTMENT a map, plat, or chart of the area of the beds and water bottoms hereinabove described and from which PURCHASER shall take and remove _____, which map, plat or chart shall have marked hereon the location(s) at which PURCHASER shall commence its operations; and PURCHASER shall notify the DEPARTMENT in writing of any and every change of location of its operations as well as each and every former operation location under this agreement.

(9) PURCHASER binds and obligates itself not to dredge within one hundred (100) yards of the dredging operations of any other

operator holding a similar agreement with the Department of Wildlife and Fisheries.

(10) DEPARTMENT reserves the right, and the said PURCHASER so agrees, to permit the DEPARTMENT'S authorized representatives to examine any and all of PURCHASER'S books, records and memoranda of whatever kind or nature, pertaining to or having any connection whatever with the removal or sale of said _____.

(11) The DEPARTMENT further reserves the right, and PURCHASER so agrees, to have the DEPARTMENT'S agents or representatives inspect the dredges, barges, boats, scows or pits by which the said _____ is removed, and to keep a check on the number thereof, and also to determine by whatever means it may deem necessary, the number of cubic yards of _____ which have been removed from the hereinabove described beds or waterbottoms, and to require the payment thereof.

(12) PURCHASER shall notify the DEPARTMENT in writing of any and every change of location of its operations which are subject to this agreement, within five (5) days of said change of location.

(13) It is distinctly understood and agreed the Secretary may immediately and without notice of any character, terminate, cancel and revoke or suspend this agreement at any time during the operation of removing _____ from the leased premises if, in the judgment of the Secretary, said operation results in the pollution of the stream or otherwise is harmful to fish and wildlife.

(14) In case PURCHASER fails to make payment according to the reservations, terms and conditions hereinabove stipulated within the time provided in this agreement, or should PURCHASER fail and refuse to comply with any provisions of this agreement, on or after ten (10) days from the date said payments are due, or said failure or refusal to comply herewith, the DEPARTMENT shall have the right to revoke, terminate and cancel this agreement by written notice of such revocation and terminate to PURCHASER. The DEPARTMENT shall send a copy of said notice to the Clerk(s) of Court(s) in the Parish(es) wherein the hereinabove described beds or water bottoms are located, by United States Mail, postage prepaid.

(15) Upon the termination of this agreement, either by expiration of its term or by forfeiture or revocation, or for any other cause, the said PURCHASER agrees and binds itself immediately to turn over to the DEPARTMENT all maps, records or borings, and other data relative to said _____ which it may have obtained, and such maps, records and other data shall be and remain the property of the DEPARTMENT.

(16) The PURCHASER cannot assign this agreement without the prior written consent of the DEPARTMENT.

(17) PURCHASER further agrees and obligates itself to execute within thirty (30) days from the date of the signing hereof, to the DEPARTMENT in the manner prescribed by law, a bond in the sum of \$75,000.00 DOLLARS with a surety company authorized to do business in Louisiana as surety thereon, assuring that it will faithfully, promptly, and diligently carry out and perform all of the conditions and obligations imposed, described and assumed in this agreement.

(18) PURCHASER further agrees that an annual physical inventory by a certified engineer showing the amount of material in the stock-pile and/or pit shall be submitted to the DEPARTMENT on or before June 30 of each year.

(19) This agreement is subject to renewal upon the same terms and conditions at the option of the DEPARTMENT.

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

IN TESTIMONY WHEREOF, witness the signature of the parties hereto in triplicate originals, on the ____ day of _____, 19____, in the presence of the undersigned witnesses, after reading of the whole.

WITNESSES TO THE SIGNATURE OF THE SECRETARY OF THE LOUISIANA DEPARTMENT OF WILDLIFE AND FISHERIES

LOUISIANA DEPARTMENT OF WILDLIFE AND FISHERIES

BY _____

WITNESSES TO SIGNATURE OF PURCHASER:

PURCHASER

BY _____

STATE OF LOUISIANA
PARISH OF ORLEANS

BEFORE ME, the undersigned authority, on this day personally appeared Jesse J. Guidry, Secretary, Department of Wildlife and Fisheries of Louisiana, known to me to be the identical person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my had and seal of office this _____ day of _____ 19____.

NOTARY PUBLIC

STATE OF LOUISIANA
PARISH OF

On this ____ day of _____, 19____, before me appeared _____, to me personally known, who being sworn did say that he is the _____ and a duly authorized agent and representative of the _____, and that the foregoing instrument was signed and sealed by deponent, the said _____ acknowledged said

instrument to be the free act and deed of said _____

Given under my hand and seal of office this _____ day of _____
_____, 19____.

NOTARY PUBLIC

