

DEPARTMENT OF THE ARMY  
CONSENT TO CROSS U. S. GOVERNMENT EASEMENT  
AT  
\_\_\_\_\_ PROJECT  
\_\_\_\_\_ PARISH, LOUISIANA

**KNOW ALL MEN BY THESE PRESENTS:**

That the consent of the United States is hereby granted to **(name)**, hereinafter designated as grantee, to construct, use, maintain, control, operate and repair a \_\_\_\_\_, herein referred to as "structure" (or "activity"), across, over and under the lands where the United States has acquired a perpetual \_\_\_\_\_ easement, identified as Tract(s) No(s) \_\_\_\_\_, \_\_\_\_\_ Project and which is recorded in Deed Book \_\_\_\_\_, Page \_\_\_\_\_, in the records of \_\_\_\_\_ Parish, Louisiana. The approximate right-of-way for said structure (or activity) for the purpose of this consent is specifically identified as Parcel(s) \_\_\_\_\_, located as shown on Exhibit "A" attached hereto and made a part hereof and described as follows:

**The installation and/or activity will be located on U.S. Government Tract No. , Section, Township , Range , Parish, Louisiana.**

This consent is granted subject to the following conditions:

1. That it is understood that this consent is effective only insofar as the property rights of the United States in the land to be occupied are concerned, and that it does not relieve the grantee from the necessity of obtaining grants from the owners of the fee and/or other interests therein.
2. That the proposed construction authorized herein shall not be commenced until appropriate rights shall have been obtained by the grantee from the record owners and encumbrancers of the fee title to the lands involved.
3. That the exercise of the privileges hereby consented to shall be without cost or expense to the Department of the Army, under the general supervision and subject to the approval of the officer having immediate jurisdiction over the property, hereinafter referred to as "said officer," and subject to such regulations as may be prescribed by the District Commander, New Orleans District, from time to time, including, but not limited to, the specific conditions, requirements and specifications set forth in Exhibit "B" attached hereto and made a part hereof.

4. That the grantee shall supervise and maintain the said structure (or activity) and cause it to be inspected at reasonable intervals, and shall immediately repair any damage found therein as a result of such inspection, or when requested by said officer to repair any defects. Upon completion of the installation of said structure (or activity) or the making of any repairs thereto, the premises shall be restored immediately by the grantee, at the grantee's own expense, to the same condition as that in which they existed prior to the commencement of such work, to the satisfaction of said officer.

5. That any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to the satisfaction of the said officer, or in lieu of such repair or replacement, the grantee shall, if so required by the said officer and at his option, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damage to or destruction of Government property.

6. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the grantee, or for damages to the property or injuries to the person of the grantee, or the persons of grantee's officers, agents, servants, or employees or others who may be on said premises at their invitation or the invitation of one of them arising from governmental activities on or in the vicinity of the said premises, and the grantee shall hold the United States harmless from any and all such claims.

7. That this consent is effective only as to the following rights of the United States in the lands hereinabove described.

8. That the United States shall in no case be liable for any damage or injury to the construction herein authorized which may be caused by any action of the Government, under the rights obtained in its easements, either hidden or known, or that may result from future operations under taken by the Government, and no claim or right to compensation shall accrue from such damage or injury, and if further operations of the United States require the alteration or removal of the structure (or activity) herein authorized, the grantee shall, upon due notice from the Chief of Engineers, Department of Army, alter or remove said structure (or activity) without expense to the Government and subject to the supervision and approval of the officer having jurisdiction over the property and no claim for damages shall be made against the United States on account of such alterations or removal.

9. That construction and/or operation maintenance and use of said structure (or activity) incident to the exercise of the privileges hereby granted shall be in such a manner as not to conflict with the rights of the Government, nor to interfere with the operations by the Government under such rights, nor to endanger lives and safety of the public.



10. That this consent may be terminated by the Secretary of the Army upon reasonable notice to the grantee if the Secretary of the Army shall determine that installation to which consent is hereby granted interferes with the use of said land or any part thereof by the United States, and this consent may be annulled and forfeited by the declaration of the Secretary of the Army for failure to comply with any and all of the provisions and conditions of this consent, or for nonuse for a period of two years, or for abandonment.

11. That upon the relinquishment, termination, revocation, forfeiture or annulment of the consent herein granted, the grantee shall vacate the premises, remove all property of the grantee therefrom, and restore the premises to a condition satisfactory to the officers having immediate jurisdiction over the property. If the grantee shall fail or neglect to remove said property and so restore the premises, then, at the option of the Secretary of the Army, the said property shall either become the property of the United States without compensation therefor, or the Secretary of the Army may cause it to be removed and the premises to be so restored at the expense of the grantee, and no claim for damages against the United States, or its officers or agents, shall be created by or made on account of such removal and restoration.

12. That the terms and conditions of this consent shall extend to and be binding upon the heirs, successors and assigns of the grantee. Without prior written approval by said District Commander, the grantee of this Consent shall neither transfer nor assign the rights granted herein, or any part thereof.

13. That the grantee within the limits of his respective legal powers shall comply with all Federal, interstate, state and/or local governmental regulations, conditions or instructions for the protection of the environment and all other matters as they relate to real property interests granted herein.

14. That the grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, vestiges, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify the District Commander, New Orleans District, and the site and the material shall be protected by the grantee from further disturbance until a professional examination of them can be made or until clearance to proceed is authorized by the District Commander.

15. Except as otherwise specifically provided, any reference herein to "Secretary", "District Commander", "Installation Commander", or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include assignees, transferees and their duly authorized representatives.

16. Merger clause. Prior to the execution of this consent, the following conditions were deleted: \_\_\_\_\_; changed: \_\_\_\_\_; or added: \_\_\_\_\_.

This consent is not subject to Title 10, U.S.C., Section 2662.

In Witness Whereof, I have hereunto set my hand, by authority of the Secretary of the Army this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
**LINDA C. LABURE**  
Chief, Real Estate Division  
U.S. Army Corps of Engineers  
New Orleans District

**THIS CONSENT** is also executed by the grantee this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_.

**(COMPANY NAME)**

\_\_\_\_\_

Typed Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name

**EXHIBITS FROM REGULATORY PERMIT APPLICATION AND  
ACKNOWLEDGEMENTS WILL BE ATTACHED HERE.**