AGENDA
FACILITIES PLANNING COMMITTEE
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM
*10:35 a.m., Friday, October 26, 2017**
Room 100, “Louisiana Purchase Room”
Claiborne Conference Center
1201 North Third Street
Baton Rouge, Louisiana

MEMBERS:
Mr. Winfred Sibille, Chair
Mr. Shawn Murphy, Vice Chair
Mr. James Carter
Dr. John Condos
Dr. Pamela Egan
Mr. Mark Romero
Mr. Robert Shreve

A. Call to Order

B. Roll Call

C. Approval of Minutes of August 24, 2017 Committee meeting

D. Consent Agenda:

   Board Agenda Item H.1.

Louisiana Tech University’s request for approval to allow certain properties located in Lincoln Parish to be nominated to the State Mineral Board for mineral lease.

   Board Agenda Item H.2.

McNeese State University’s request for approval to repurpose and use the proceeds from the Chennault land sale to construct a College of Engineering and Computer Science Student Study Center and to upgrade classrooms and laboratories in Drew Hall and in the Engineering and Technology Laboratory (ETL) Building.

   Board Agenda Item H.3.

Nicholls State University’s request for approval to name the playing surface inside Stopher Gym “Broussard Court.”

** Executive Session, pursuant to R.S. 42:17, may be required.
Board Agenda Item H.4.

Nicholls State University’s request for approval to enter into a Ground Lease Agreement with the Nicholls State University Foundation for the installation of artificial turf at the Nicholls State University Softball Field Complex.

Board Agenda Item H.5.

Nicholls State University’s request for approval to rename the Colonel Softball playing field the “Swanner Field at Geo Surfaces Park.”

Board Agenda Item H.6.

Northwestern State University’s request for approval to name the Wellness, Recreation and Activity Center the “Randall J. Webb Wellness, Recreation and Activity Center.”

Board Agenda Item H.7.

Southeastern Louisiana University’s request for approval to accept the leasehold estate, authority, sublease and all other rights to the Livingston Parish Literacy and Technology Center from the Southeastern Educational Foundation.

Board Agenda Item H.8.

University of Louisiana at Monroe’s request for approval to purchase which is being obtained, constructed, and then will be sold by the ULM Foundation to the University.

Board Agenda Item H.9.

University of Louisiana at Monroe’s request for approval to name the new Foundation and Alumni Building the “Laird Weems Center” and allow for other naming opportunities in the future.

Board Agenda Item H.10.

University of Louisiana at Monroe’s request for approval to name a room in Brown Hall the “Lucy Shackelford Center.”

Board Agenda Item H.11.

University of New Orleans’ request for approval to proceed and execute reciprocal perpetual predial servitudes to allow for the permanent existence and maintenance of sewer and drainage systems and ensure continued access, egress and ingress, to the University’s property through a driveway servitude.
E. Other Business

F. Adjournment
Item H.1. Louisiana Tech University's request for approval to allow certain properties located in Lincoln Parish to be nominated to the State Mineral Board for mineral lease. Specifically, the University has been requested to allow the south campus containing approximately 474.47 acres to be nominated for lease.

EXECUTIVE SUMMARY

The University requests approval to execute a mineral lease of land in Lincoln Parish. The tract of land to be offered for lease is the South Campus located in Section 26 and 35, Township 18 North, Range 3 West, Lincoln Parish, Louisiana. The site is identified by the Louisiana Office of State Lands as Tract 0010-731021. The Mineral Lease Description and plot are attached. The land tract will be nominated by Purple Land Management, LLC.

Louisiana Tech University requests permission to establish a bid minimum per acre bonus of $500 per acre and one quarter (1/4) royalty percentage. The University further requests permission to stipulate that no production activities may occur on University property.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request for approval to allow certain properties located in Lincoln Parish to be nominated to the State Mineral Board for mineral lease.

BE IT FURTHER RESOLVED, that the President of the University or his or her designee be authorized to execute a lease on the properties located in Lincoln Parish on behalf of Louisiana Tech University.

BE IT FURTHER RESOLVED, that Louisiana Tech University shall obtain final approvals from UL System staff, legal counsel, and all other appropriate agencies/parties, of processes, documents and administrative requirements.

AND FURTHER, that Louisiana Tech University will provide System office with copies of all final executed documents for Board files.
LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM:

Louisiana Tech University has been approached by Purple Land Management, L.L.C. to allow property in Lincoln Parish to be nominated to the State Mineral Board for mineral lease. Specifically the University has been requested to allow the south campus containing approximately 474.47 acres to be nominated for lease. The site is identified by the Louisiana Office of State Lands as tract 0010-731021.

The south campus is located in Sections 26 and 35, Township 18 North, Range 3 West, Lincoln Parish, Louisiana. The site is identified by the Louisiana Office of State Lands as tract 0010-731021. The Mineral Lease Description and plot are attached.

Louisiana Tech University requests permission to establish a bid minimum per acre bonus of $500 per acre and a one-quarter (1/4) royalty percentage.

Louisiana Tech University further requests permission to stipulate that no production activities may occur on University property.

Should the State Mineral Board, after following all legal requirements, recommend awarding of a lease, Louisiana Tech University requests permission to execute such lease.

Sincerely,

Leslie K. Guice
President
RESOLUTION

BE IT RESOLVED that pursuant to a public notice, a regularly scheduled meeting of the University of Louisiana System Board of Supervisors was held on the 26th of October, 2017, at 11:00 o'clock A.M. in the Claiborne Building 1201 North Third Street, Baton Rouge, Louisiana, where the following resolution was adopted, to wit:

BE IT RESOLVED that the Board of Supervisors of the University of Louisiana System has determined that it is the owner of mineral interests in and under immovable property known as the south campus located in Sections 26 and 35, Township 18 North – Range 3 West, Lincoln Parish, Louisiana, more fully described as being a part of LA Tech University – South Campus Tract No. 0010-731021. The property is described in Exhibit “A”, attached hereto and made a part hereof with acquisition information found in records located in the Lincoln Parish Clerk of Courts;

BE IT FURTHER RESOLVED that the Board of Supervisors for the University of Louisiana System has determined that it desires to take advantage of LSA R.S. 30:152(), et seq, to authorize the Louisiana State Mineral and Energy Board to nominate the approximately 368.47 acres located in Lincoln Parish and described in Exhibit “A” for state agency mineral lease;

BE IT FURTHER RESOLVED by the Board of Supervisors for the University of Louisiana System, in legal session convened, that it does hereby direct and authorize the Louisiana State Mineral and Energy Board and the Office of Mineral Resources to accept nominations, advertise for, accept and award bids, and execute all oil, gas and mineral leases pertaining to the immovable property listed on the attached Exhibit “A”;

BE IT FURTHER RESOLVED by the Board of Supervisors that the President of Louisiana Tech University is authorized to execute all necessary documents for said transaction on behalf of Louisiana Tech University and the Board of Supervisors of the University of Louisiana System contingent upon document review and approval of Board staff;

BE IF FURTHER RESOLVED by the Board of Supervisors that the University is authorized to establish a minimum (1/4) royalty and minimum $500.00 per acre cash bonus;

BE IF FURTHER RESOLVED by the Board of Supervisors that the University is authorized to stipulate that no production activities may occur on University property;

AND FURTHER, that Louisiana Tech University will provide System office with copies of all final executed documents for Board files.
Exhibit A

TRACT 44277 - Lincoln Parish, Louisiana
A certain Tract of land, excluding the beds and bottoms of all navigable waters, belonging to and not presently under mineral lease from Louisiana Tech University on March 11, 2015, being more fully described as follows: That certain tract or parcel of land, situated in Sections 26 and 35, Township 18 North – Range 3 West, Lincoln Parish, Louisiana, more fully described as being a part of LA Tech University – South Campus Tract No. 0010-731021, acquisition information can be found in the Lincoln Parish Clerks of Court Office, containing approximately 474.47 acres, all as more particularly outlined on a plat on file in the Office of Mineral Resources, Department of Natural Resources. The description is based on information provided by the State Agency regarding location and ownership of surface and mineral rights. All bearings, distances and coordinates, if applicable, are based on Louisiana Coordinate System of 1927, (North or South Zone).
Item H.2. McNeese State University’s request for approval to repurpose and use the proceeds from the Chennault land sale to construct a College of Engineering and Computer Science Student Study Center and to upgrade classrooms and laboratories in Drew Hall and in the Engineering and Technology Laboratory (ETL) Building.

EXECUTIVE SUMMARY

On February 14, 2012, the Board of Supervisors approved a request from McNeese State University to sell property located at the former Chennault Air Force Base. McNeese presented to the Board that the proceeds from the sale would be used for College of Engineering scholarships. A copy of the executive summary of that request is attached. The land was sold for $683,000, and the funds are now on deposit with the institution. As of August 31, 2017, the fund had a book value of $691,978 and a market value $706,724.

The College of Engineering would now like to use the proceeds from the land sale to 1) convert an open-air courtyard and the adjacent hallways into a modern, air-conditioned, secure, and well-equipped study center, and 2) reconfigure and upgrade part of the second and third floors of Drew Hall to address the needs of increased enrollment and to address the specific needs of the computer science program, which was moved to the College of Engineering in 2013. ETL, the Engineering and Technology Laboratory building and Drew Hall, the Engineering and Computer Science building, have not been upgraded since 1978 and 1982, respectively.

During the last 10 years, the College of Engineering and Computer Science student enrollment has increased significantly, and the need for a dedicated student study center has increased. The lack of an Engineering study center has been consistently noted by students in their senior exit interviews as an unmet need. To address this need, the College of Engineering proposes to construct an enclosed, climate-controlled study center at the location where an open-air courtyard currently exists between Drew Hall and ETL. The courtyard is exposed to adverse weather conditions and does not allow students to take full advantage of its close proximity to classrooms and laboratories. Since the courtyard is surrounded by buildings, it can be easily enclosed with a roof and entrance doors transforming it into a study center that students can comfortably use throughout the year regardless of weather conditions. Please see the attached floorplan. The proposed study center would modernize College of Engineering facilities, which would help attract new students, elevate the morale of existing students, and help produce better educated graduates.
In addition to the student center, Drew Hall is in need of facility upgrades. The current floor layouts of the second and third floors are not adequate to support the computer science program. The computer science program needs additional laboratory space and with increased air conditioning capacity and electrical power. The insufficiency and poor condition of the air handling equipment on the third floor of Drew Hall has recently resulted in the appearance of mold. Upgrading the second and third floors of Drew Hall would allow the College to move a number of computer science laboratories from other university buildings to Drew Hall and therefore provide a better learning environment for students.

A fundraising campaign is underway to supplement the proceeds from the Chennault land sale, which will help in the completion of the projects in a timely fashion.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University's request to repurpose and use the proceeds of the Chennault land sale to construct a College of Engineering and Computer Science Student Study Center and to upgrade classrooms and laboratories in Drew Hall and in the Engineering and Technology Laboratory (ETL) Building.

BE IT FURTHER RESOLVED, that McNeese State University shall obtain final review from UL System staff, legal counsel and shall secure all other appropriate approvals from agencies/parties of processes, documents, and administrative requirements.

BE IT FURTHER RESOLVED, that the President of McNeese State University and his or her designee is hereby designated and authorized to execute any and all documents necessary to execute this project.

AND FURTHER, that the University will provide the System office with copies of all final executed documents for Board files.
October 4, 2017

Dr. James B. Henderson, President
University of Louisiana System
1201 North Third Street
Suite 7-300
Baton Rouge, LA 70802

Dear Dr. Henderson:

Enclosed are (5) copies of McNeese State University's request for approval to repurpose and use the proceeds from the Chennault land sale to construct a College of Engineering and Computer Science Student Study Center and to upgrade classrooms and laboratories in Drew Hall and in the Engineering and Technology Laboratory (ETL) Building.

We request that this item be placed on the ULS Board of Supervisors’ agenda for consideration and approval at the October 26, 2017 meeting.

Thank you for your attention in this matter.

Sincerely,

Dr. Daryl V. Burckel
President

Is
Enclosures
October 4, 2017

Dr. James B. Henderson, President
University of Louisiana System
1201 North Third Street
Suite 7-300
Baton Rouge, LA 70802

Dear Dr. Henderson:

McNeese State University requests approval to repurpose and use the proceeds from the Chennault land sale to construct a College of Engineering and Computer Science Student Study Center and to upgrade classrooms and laboratories in Drew Hall and in the Engineering and Technology Laboratory (ETL) Building. In 2012, the land sale proceeds were approved to be used for Engineering scholarships but with the increase in student enrollment in the College of Engineering and Computer Science they now feel that there is a strong need to use these funds for this purpose rather than scholarships.

An executive summary pertaining to this request is attached. Also attached, the original 2012 executive summary for the land sale and a floor plan of the Drew Hall building.

Thank you for your consideration of this request.

Sincerely,

[Signature]

Dr. Daryl V. Burckel
President

Is
Enclosures
Item H.3. Nicholls State University’s request for approval to name the court inside the Stopher Gym basketball/volleyball facility “Broussard Court.”

EXECUTIVE SUMMARY

The University is requesting approval to name the court inside the Stopher Gym basketball/volleyball facility “Broussard Court” for a period of ten years in recognition of a gift commitment. One of the most successful coaches in Nicholls Athletics history, and the most successful basketball coach, Mr. Rickey Broussard continues to support Nicholls and the Department of Athletics in many ways. In addition, Mr. Quinn Strander, a former assistant under Coach Broussard, recently pledged a significant amount of money to name the court in his friend’s honor on behalf of his One Shining Moment Foundation.

RECOMMENDATION

It is recommended that the following resolution be adopted.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Nicholls State University’s request for approval to name the court inside the Stopher Gym basketball/volleyball facility “Broussard Court.”
October 2, 2017

Dr. Jim Henderson
System President
University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, LA 70802

Dear Dr. Henderson:

Nicholls State University requests consideration and approval of the following to be placed on the agenda for the October 26, 2017, meeting of the Board of Supervisors for the University of Louisiana System:

Approval to name the playing surface inside Stopher Gym Broussard Court

Thank you for your assistance in this matter.

Sincerely,

Bruce T. Murphy
President

BTM/jms

Enclosures

pc: Dr. Lynn Gillette, Provost and Vice President for Academic Affairs
    Dr. Todd Keller, Associate Vice President for Academic Affairs
    Dr. Eugene Dial, Vice President for Student Affairs
    Mr. Terry Braud, Vice President for Finance and Administration
    Mr. Alex Arceneaux, Chief of Staff
    Internal Auditor
    Dr. David Whitney, Faculty Senate President/ Faculty Association Representative
    Mrs. Renee Hicks, Executive Director of Planning and Institutional Effectiveness
Item H.4. Nicholls State University’s request for approval to enter into a Ground Lease Agreement with the Nicholls State University Foundation for the installation of artificial turf at the Nicholls State University Softball Field Complex.

EXECUTIVE SUMMARY

Currently, the Softball Field is natural grass. The University desires to install turf on the infield and foul line areas to reduce the costs associated with the labor, tools, materials and equipment required to maintain the field. Additionally, new steel poles and lights will be installed, concrete dugouts will be constructed, and a new bleacher system with ADA seating will be installed.

To carry out the project, Nicholls State University will lease the Softball Field to the Nicholls State University Foundation. The Foundation will fund the turf installation and complete the project. Upon completion of the project, the Foundation will execute a donation to the University. Once the donation is fully executed, the lease will terminate.

Nicholls State University requests permission to enter into a land lease with the Nicholls State University Foundation for the purpose described above.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Nicholls State University’s request for approval to enter into a Ground Lease Agreement with the Nicholls State University Foundation for installation of artificial turf at the Nicholls State University Softball Field Complex.

BE IT FURTHER RESOLVED, that Nicholls State University shall obtain final review from UL System staff, legal counsel and shall secure all other appropriate approvals from agencies/parties of processes, documents, and administrative requirements.

BE IT FURTHER RESOLVED, that the President of Nicholls State University and his or her designee is hereby designated and authorized to execute any and all documents necessary to execute the Ground Lease Agreement, and subsequent donation.

AND FURTHER, that the University will provide the System office with copies of all final executed documents for Board files.
October 2, 2017

Dr. Jim Henderson  
System President  
University of Louisiana System  
1201 North Third Street, Suite 7-300  
Baton Rouge, LA 70802

Dear Dr. Henderson:

Nicholls State University requests consideration and approval of the following to be placed on the agenda for the October 26, 2017, meeting of the Board of Supervisors for the University of Louisiana System:

Request for approval to enter into a Lease Agreement with the Nicholls Foundation for installation of artificial turf at the Nicholls State University Softball Field Complex

Thank you for your assistance in this matter.

Sincerely,

Bruce T. Murphy  
President

BTM/jms

Enclosures

cc:  Dr. Lynn Gillette, Provost and Vice President for Academic Affairs  
Dr. Todd Keller, Associate Vice President for Academic Affairs  
Dr. Eugene Dial, Vice President for Student Affairs  
Mr. Terry Braud, Vice President for Finance and Administration  
Mr. Alex Arceneaux, Chief of Staff  
Internal Auditor  
Dr. David Whitney, Faculty Senate President/ Faculty Association Representative  
Mrs. Renee Hicks, Executive Director of Planning and Institutional Effectiveness
GROUND LEASE

STATE OF LOUISIANA
PARISH OF LAFOURCHE

KNOW ALL MEN BY THESE PRESENTS THAT:

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA
SYSTEM with and on behalf of Nicholls State University, represented herein by Dr.
Bruce Murphy duly authorized by resolution of said Board of Supervisors,

Hereinafter referred to as "LESSOR" and,

NICHOLLS STATE UNIVERSITY FOUNDATION, a non-profit corporation,
domiciled in Lafourche Parish, Louisiana, with its address of P. O. Box 2074,
Thibodaux, Louisiana 70310, represented herein by its duly authorized representative
Christopher Riviere, President of the Nicholls State University Foundation.

Hereinafter referred to as "TENANT", have covenanted and agreed as follows:

WITNESSETH

ARTICLE I
LEASE OF PROPERTY

1.1 Lease of Property. Lessor, in consideration of the rent, covenants,
agreements and conditions hereinafter set forth, which TENANT hereby agrees shall be
paid, kept and performed by TENANT, does hereby lease, let, demise and rent exclusively
unto Tenant, and Tenant does hereby rent and lease from Lessor the following described
property, together with all improvements thereon, all rights, ways, privileges, servitudes,
appurtenances and advantages thereunto belonging or in anywise appertaining, situated in
Lafourche Parish, Louisiana, to-wit:

All the property described on Exhibit A, the "Leased Property".

1.2 Habendum Clause. TO HAVE AND TO HOLD a lease upon the Leased
Property unto Tenant, Tenant’s heirs and successors.

1.3 Designation of Instrument. This contract of lease, including all terms,
provisions, covenants, agreements and conditions thereof, is hereafter sometimes referred to as
the or this "Lease".

1.4 Purpose. The primary purpose for which Tenant is leasing the Leased Property,
and for which Lessor is granting this Lease, is for Tenant procure and install a synthetic turf
infield, procure and install new lights and steel light poles, purchase and install a new bleacher system which will have ADA seating, and the construction of concrete dugouts. All Warranties will be executed in favor of Lessor at time of completion. Plans and specifications for improvements in the Project must be approved by Lessor prior to installation.

ARTICLE 2
TERM

2.1 Term. The term of this Lease shall be for a period commencing on the date of execution and ending at midnight on the first of January 2018 or at such time as donation of improvements is executed whichever occurs first.

ARTICLE 3
RENT

3.1 Consideration. In consideration of said Lease, Tenant shall pay one dollar ($1.00) per year and does agree to proceed with the improvements in the Project as defined in Article 1.4 in substantial accordance with standards satisfactory to Lessor.

ARTICLE 4
WARRANTY

4.1 Non-Warranty. This Lease is made by Lessor and accepted by Tenant without any warranty of title or recourse whatsoever against Lessor, and without any warranty as to the fitness of the Leased Property.

4.2 Access. Lessor reserves the right, and shall, at all times, have access to the Leased Property for the exercise of all rights as Owner not specifically leased hereunder.

ARTICLE 5
UTILITIES

5.1 Payment. Lessor shall pay all utilities incurred with the operation of the Leased Property, as well as all deposits and service charges in connection therewith.

ARTICLE 6
MAINTENANCE AND REPAIRS

6.1 Obligation to Maintain. Tenant shall be obligated to keep the Leased Property in a reasonable state of cleanliness, considering the contractual activities contemplated by Tenant.

6.2 Right of inspection. Lessor shall, at all reasonable times, have access to the Leased Property for purposes of inspection of the same.
6.3 Regulations. Tenant hereby agrees that it shall comply with all laws and ordinances regulating its operations of Leased Property and that it will secure, at its own expense, all necessary permits and licenses from all governmental agencies or bodies.

ARTICLE 7
IMPROVEMENTS

7.1 Ownership. Tenant agrees that all permanent improvements or alterations made to the Leased Property shall become the property of Lessor and Tenant shall not be entitled to any credit, reimbursement or payment for such improvements at the time of the donation of the project to the Lessor. At the end of the lease period, Tenant shall donate or execute any other document necessary to convey any movable property which is incidental to or an accessory to the permanent improvement constructed on the Leased Property by Tenant.

7.1.2 Liens. Tenant, in connection with any work, construction, alteration or remodeling of Leased Property does hereby agree to indemnify, defend and hold Lessor harmless from any lien or privilege which may be filed against the Leased Property by virtue of any work or improvements done by or for the account of Tenant, the agents, contractors or subcontractors, and Tenant shall remove by payment or bonding, any such lien or privilege within thirty (30) days of filing of the same.

7.2 Installation of Movable. Tenant shall have the right to install any furniture, fixtures, equipment, machinery or other chattels or property of a similar non-permanent nature on the Leased Property.

7.2.1 Ownership. Lessor agrees that the title to all property placed on the Leased Property by Tenant as described in 7.2 shall be vested and remain with Tenant during the term of this Lease, ceasing at the time of the termination of the Lease and donation of the Project as described herein.

ARTICLE 8
INSURANCE

8.1 Insurance by Tenant. During the term of this Lease Tenant shall, at Tenant’s sole cost and expense, keep and maintain the following policies of insurance for the coverage and amounts set forth under each described insurance. The terms and conditions of said policies shall meet all the standards, specifications, and conditions outlined on the attached Exhibit B.

8.1.1 Builder's Risk and Fire and Extended Coverage. Fire and extended coverage, together with vandalism and malicious mischief insurance for the full insurable value of the Leased Property and all improvements situated on the Leased Property, so as to avoid a co-insurance penalty at the time of any loss.
8.1.2 **Comprehensive General Liability Insurance.** Comprehensive general liability insurance insuring Tenant and Lessor against liability to the public or to any person using or present on the Leased Property, including the building and improvements located thereon during the term of the Lease or any extension thereof, which insurance shall be in the amount of $1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. Policy coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".

8.1.3 **Named Insured.** All policies of insurance shall state Lessor as a named insured, and, if applicable, contain a loss payable clause for the benefit of Lessor and/or be properly endorsed with a waiver of subrogation against Lessor.

8.1.4 **Non-Cancellation Agreement.** Each policy of insurance shall, to the extent obtainable, contain an agreement by the insurer that such policies shall not be canceled unless at least thirty (30) days prior written notice is given to Lessor.

8.2 **Certificates of Insurance.** Tenant shall provide Lessor, within five (5) days after the effective date of this Lease, certificates of insurance evidencing the effectiveness of the insurance coverage required under 8.1, which certificates of insurance shall bear notations evidencing the payment of premiums or accompanied by other reasonable evidence of such payment by Tenant.

**ARTICLE 9**

**TAXES AND ASSESSMENTS**

9.1 **Personal Property Taxes.** Tenant shall be responsible for all property taxes or assessments during the terms of this Lease on the personal property, equipment, leasehold interest, furniture and fixtures, whether movable or immovable, which Tenant may place on the Leased Property.

**ARTICLE 10**

**INDEMNITY**

10.1 **Indemnity.** Tenant shall indemnify, defend and hold harmless Lessor of and from any and all suits, claims, actions, causes of action, losses, expenses or damages, including attorney's fees, relating to, in connection with, or arising out of or resulting from the use and enjoyment of the Leased Property and all privileges granted herein by this Lease to Tenant, with respect to all persons, including all agents, employees, servants or invitees of Tenant, as well as all property, whether emanating by way of intentional acts, negligence, non-performance or strict liability, and Lessor is further extended the immunity from liability provided by LSA-R.S. 9:3221. As a further consideration of this contract, Tenant, for itself and its successors, assigns, agents, contractors, employees, invitees, customers and licensees, especially releases Lessor from any and all warranties against vices and/or defects, of the Leased Property and all liability for damages suffered from said vices and/or defects and Tenant obligates itself to hold Lessor harmless against any loss for damages or injuries that may be
suffered by any person, including Tenant's agents, contractors, employees, invitees and licensees, caused by or resulting from any defects of the Leased Property. In addition, Tenant agrees to defend Lessor in any legal action against it and pay in full or satisfy any claims, demands, or judgments made or rendered against Lessor and to reimburse Lessor for any legal expense, including attorney's fees and court costs, which may be incurred by it in defense of any claim or legal action.

**ARTICLE 11**

**ASSIGNMENT OR SUBLEASE**

11.1 **Assignment or Sublease.** Tenant shall not have the right to assign the Lease in whole or in part, nor sublet the Leased Property, in whole or part, without the prior written consent of Lessor. Any attempted assignment or sublease without the written consent of Lessor shall be null and void as to Lessor.

**ARTICLE 12**

**DEFAULT**

12.1 **Default.** If Tenant shall default in any condition or covenant of this Lease, and if such default continues for a period of thirty (30) days after Lessor has notified Tenant of such default and its intention to declare the Lease forfeited, it is thereupon considered terminated or should an execution be issued against Tenant then, and in such event, this Lease shall become null and void.

12.2 In the event of default, Tenant agrees to pay all costs of eviction, repossession, or other judicial remedies available by law and agrees to pay reasonable attorney fees. Lessor shall be entitled to twelve (12%) per annum interest on such amount due after default until paid and said attorney fees shall not be less than (15%) nor more than twenty-five (25%) of the amount due.

**ARTICLE 13**

**NOTICES**

13.1 **Notices.** Any notice, communication, and/or consent provided or permitted to be given, made or accepted by either party must be in writing, and unless otherwise expressly provided herein, shall be deemed properly given or served only if delivered personally to the other party hereto or sent by certified mail, return receipt requested, to the respective parties at the following address:

**Lessor:**

c/o Terry P. Braud, Jr., Vice President for Finance and Administration
P. O. Box 2070
Thibodaux, LA 70310

**Tenant:**
c/o Christopher Riviere, President
Nicholls State University Foundation
P. O. Box 2074
Thibodaux, LA 70310
Notice deposited in the mail in the manner set forth above shall be effective, unless otherwise stated in this Lease, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. The parties hereto shall have the right to change their respective addresses for the receipt of notices only upon giving of at least fifteen (15) days written notice to the other party by way of certified mail, return receipt requested.

ARTICLE 14
SURRENDER OF POSSESSION

14.1 Surrender of Possession. At the expiration of the Lease, or its termination for other causes, Tenant is obligated to immediately peaceably surrender possession to Lessor. Tenant expressly waives any notice to vacate at the expiration of this Lease and all legal delays and hereby confesses judgment, including costs, placing Lessor in possession to be executed at once. Should Lessor allow or permit Tenant to remain on the Leased Property after the expiration of this Lease, or the expiration of any renewal term of this Lease, such shall expressly not be construed as a reconduction of this Lease.

ARTICLE 15
SPECIFIC PERFORMANCE

15.1 Specific Performance. Should Lessor or Tenant fail to perform any of the respective obligations of each set forth in this Lease, then the other party shall have the right to demand specific performance and/or damages, plus reasonable attorney's fee.

ARTICLE 16
BINDING EFFECT

16.1 Binding Effect. With the exceptions hereinabove mentioned, all the covenants, provisions, terms and agreements and conditions of this Lease shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto as fully as upon said parties.

ARTICLE 17
GENDER

17.1 Gender. Where the word "Lessor" or the word "Tenant" occurs in this instrument or is referred to the same shall be construed as singular or plural, masculine, feminine or neuter.

ARTICLE 18
SEVERABILITY

18.1 Severability. If any provisions of this Lease shall be construed to be illegal or invalid, it shall not affect the legality or validity of any of the other provisions hereof. The
illegal or invalid provisions shall be deemed stricken and deleted here from to the same extent and effect as if never incorporated herein. All other provisions hereof shall continue in full force and effect.

ARTICLE 19
EFFECTIVE DATE

19.1 **Effective Date.** The effective date of this Lease, irrespective of the date of execution by Lessor or Tenant, shall be October ______, 2017.

THIS DONE AND PASSED in the presence of the undersigned competent witnesses in the City of Thibodaux, Parish of Lafourche, State of Louisiana on this ___ day of __, 2017.

WITNESSES: 

NICHOLLS STATE UNIVERSITY FOUNDATION

________________________________________

Christopher Riviere, President

________________________________________

WITNESSES: 

NICHOLLS STATE UNIVERSITY

________________________________________

Dr. Bruce T. Murphy, President

________________________________________

NOTARY PUBLIC
Print Name:
Notary ID #
My Commission is: _____

7
EXHIBIT A
"Leased Property"

The portion of the land located at the Softball Field Complex at Nicholls State University in Thibodaux, LA, is identified on the attached photo.
**EXHIBIT B**

INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability "occurrence" coverage form CG 00 01 (current form approved for use in Louisiana). "Claims Made" form is unacceptable.

2. Insurance Services Office form number CA 00 01 (current form approved for use in Louisiana). The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.

3. Workers’ Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.

2. Automobile Liability: $1,000,000 combined single limit per accident, for bodily injury and property damage.

3. Workers Compensation and Employers Liability: Workers’ Compensation limits as required by the Labor Code of the State of Louisiana and Employer’s Liability coverage. Exception: Employer's liability limit is to be $1,000,000 when work is to be over water and involves maritime exposure.

C. DEDUCTIBLES AND SELF-INSURED RETentions

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees and volunteers, or 2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

   a. The Agency, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or
on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, officials, employees, Boards and Commissions or volunteers.

c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of A-:VI or higher. This rating requirement may be waived for workers' compensation coverage only.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
Item H.5. Nicholls State University’s request for approval to rename the Colonel Softball playing field the “Swanner Field at Geo Surfaces Park.”

EXECUTIVE SUMMARY

The University is requesting approval to rename Colonel Softball playing field the “Swanner Field at Geo Surfaces Park.” This will be for a fixed period of time in exchange for a gift and marketing/brand awareness credit to be received from each party. A resident of Thibodaux and longstanding supporter of the University and its athletics department, Mr. Neal Swanner recently pledged a significant amount of money for softball facility improvements. In addition, a Louisiana company, Geo Surfaces, also has pledged a significant discount to the Nicholls State University Foundation for its purchase. The scope of the enhancements will include synthetic turf, lighting, bleachers, and dugouts.

RECOMMENDATION

It is recommended that the following resolution be adopted.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Nicholls State University’s request for approval to rename the Colonel Softball playing field the “Swanner Field at Geo Surfaces Park.”
October 2, 2017

Dr. Jim Henderson  
System President  
University of Louisiana System  
1201 North Third Street, Suite 7-300  
Baton Rouge, LA 70802

Dear Dr. Henderson:

Nicholls State University requests consideration and approval of the following to be placed on the agenda for the October 26, 2017, meeting of the Board of Supervisors for the University of Louisiana System:

Approval to rename the Colonel Softball Complex the Swanner Field at Geo Surfaces Park

Thank you for your assistance in this matter.

Sincerely,

Bruce C. Murphy  
President

BTM/jms

Enclosures

pc:  Dr. Lynn Gillette, Provost and Vice President for Academic Affairs  
Dr. Todd Keller, Associate Vice President for Academic Affairs  
Dr. Eugene Dial, Vice President for Student Affairs  
Mr. Terry Braud, Vice President for Finance and Administration  
Mr. Alex Arceneaux, Chief of Staff  
Internal Auditor  
Dr. David Whitney, Faculty Senate President/ Faculty Association Representative  
Mrs. Renee Hicks, Executive Director of Planning and Institutional Effectiveness
Item H.6. Northwestern State University’s request for approval to name the Wellness, Recreation and Activity Center the “Randall J. Webb Wellness, Recreation and Activity Center.”

EXECUTIVE SUMMARY

The University is requesting approval to name the Wellness, Recreation and Activity Center in Natchitoches the “Randall J. Webb Wellness, Recreation and Activity Center.” Dr. Webb served as President of the University from 1996 through 2015 and was the longest-serving President in Northwestern’s 133-year history. Dr. Webb, who died in 2015, was a 1965 graduate of Northwestern, and he earned a master’s degree from NSU in 1966. He served as Dean of Instruction and Graduate Studies and professor of mathematics at Northwestern from 1989 until becoming President in 1996.

An old gymnasium on the Northwestern campus was renovated and expanded during Dr. Webb’s tenure as President to create the 81,000-square-foot, state-of-the-art Wellness, Recreation and Activity Center (WRAC) to serve students, faculty and staff, alumni and the public. Dr. Webb was at the forefront of developing the center, which was funded by $6.9 million in self-assessed student fees. As Dr. Webb noted in supporting the creation of the facility, the WRAC has been an enormous asset for the University in attracting and retaining students and has served both Northwestern and the community in promoting and facilitating a healthy lifestyle for students, university personnel, and people in the Natchitoches community.

The Board of Supervisors for the University of Louisiana System honored Dr. Webb with the prestigious designation of President Emeritus upon his retirement. Dr. Webb guided Northwestern during a period of enrollment growth, expansion and improvement of physical facilities, unprecedented success in fund-raising and private support, and major achievements in academics and intercollegiate athletics.

In closing, naming the Wellness, Recreation and Activities Center in his honor would underscore and perpetuate Dr. Webb’s meaningful contributions to Northwestern during his long tenure as President and in other roles at the University.
RECOMMENDATION

It is recommended that the following resolution be adopted.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Northwestern State University’s request for approval to name the Wellness, Recreation and Activity Center the “Randall J. Webb Wellness, Recreation and Activity Center.”
October 2, 2017

Dr. Jim Henderson, President
University of Louisiana System
1201 North Third Street, 7-300
Baton Rouge, LA 70802

Re: Request to Name the Wellness, Recreation and Activity Center in honor of Dr. Randall J. Webb

Dear Dr. Henderson:

Northwestern State University is submitting the attached Request to Name the Wellness, Recreation and Activity Center in honor of Dr. Randall J. Webb to be placed on the agenda for approval at the October 2017 Board meeting.

Thank you very much for your consideration.

Sincerely,

Dr. Chris Maggio
President

Attachment
September 7, 2017

Dr. Jim Henderson, President
University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, La. 70802

Dear Dr. Henderson:

Northwestern State University requests approval from the Board of Supervisors of the University of Louisiana System to name the Wellness, Recreation and Activity Center on the NSU campus in Natchitoches in honor of the late Dr. Randall J. Webb.

Dr. Webb served as president of the university from 1996 through 2015 and was the longest-serving president in Northwestern’s 133-year history.

An old gymnasium on the Northwestern campus was renovated and expanded during Dr. Webb’s tenure as president to create the 81,000-square-foot, state-of-the-art Wellness, Recreation and Activity Center (WRAC) to serve students, faculty and staff, alumni and the public. Dr. Webb was at the forefront of developing the center, which was funded by $6.9 million in self-assessed student fees. It would be appropriate to name the facility the Randall J. Webb Wellness, Recreation and Activity Center.

As Dr. Webb noted in supporting the creation of the facility, the WRAC has been an enormous asset for the university in attracting and retaining students and has served both Northwestern and the community in promoting and facilitating a healthy lifestyle for students, university personnel and people in the Natchitoches community.

Dr. Webb, who died in 2015, was a 1965 graduate of Northwestern, and he earned a master’s degree from NSU in 1966. He served as Dean of Instruction and Graduate Studies and professor of mathematics at Northwestern from 1989 until becoming president in 1996.

The Board of Supervisors of the University of Louisiana System honored Dr. Webb with the prestigious designation of President Emeritus upon his retirement. Dr. Webb guided Northwestern during a period of enrollment growth, expansion and improvement of physical facilities, unprecedented success in fundraising and private support, and major achievements in academics and intercollegiate athletics.

Naming the Wellness, Recreation and Activities Center in his honor would underscore and perpetuate Dr. Webb’s meaningful contributions to Northwestern during his long tenure as president and in other roles at the university.

Please let me know if I may provide additional information in support of this request to honor this distinguished former president of the university.

Sincerely,

Dr. Chris Maggio
President

DEDICATED TO ONE GOAL. YOURS.
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

October 26, 2017

Item H.7. Southeastern Louisiana University’s request for approval to accept the leasehold estate, authority, sublease and all other rights to the Livingston Parish Literacy and Technology Center from the Southeastern Educational Foundation.

EXECUTIVE SUMMARY

Southeastern Louisiana University is requesting Board approval to accept from the Southeastern Educational Foundation, which is a subsidiary of the Southeastern Louisiana University Foundation, its leasehold estate, authority, sublease and all other rights to the Livingston Parish Literacy and Technology Center pursuant to the terms of the Livingston Educational Public Benefit Agreement dated June 18, 2002.

The construction and operation of the 39,000-square-foot Livingston Parish Literacy and Technology Center stems from a collaboration between Southeastern and the Livingston Parish School Board and was funded through a $4.5 million, 1999 settlement grant to the Southeastern Foundation from the United States District Court for the Western District of Louisiana.

The settlement fund established with the Foundation under the Agreement is now depleted; however, the University continues to offer credit and non-credit programming at the facility. The Foundation intends to assign, transfer, and convey its interest to the University to ensure continued operation of the facility. The parties will maintain the right to proceed as outlined in the Agreement and each party occupying the facility shall be assigned its portion of the maintenance, utility and other costs, as has been the process in the past.

RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University’s request for approval to accept the leasehold estate, authority, sublease and all other rights to the Livingston Parish Literacy and Technology Center from the Southeastern Educational Foundation.

BE IT FURTHER RESOLVED, that Southeastern Louisiana University shall obtain final review from UL System staff, legal counsel and shall secure all other appropriate approvals from agencies/parties of processes, documents, and administrative requirements.
Executive Summary
Facilities Planning Committee
October 26, 2017
Page 2

BE IT FURTHER RESOLVED, that the President of Southeastern Louisiana University and his or her designee is hereby designated and authorized to execute any and all documents necessary to execute this donation.

AND FURTHER, that the University will provide the System office with copies of all final executed documents for Board files.
October 5, 2017

Dr. James B. Henderson
President, University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, Louisiana 70802

Dear Dr. Henderson:

Southeastern Louisiana University requests approval to accept from the Southeastern Educational Foundation, which is a subsidiary of the Southeastern Louisiana University Foundation, its leasehold estate, authority, sublease and all other rights to the Livingston Parish Literacy and Technology Center pursuant to the terms of the Livingston Educational Public Benefit Agreement dated June 18, 2002.

The construction and operation of the 39,000 square foot Livingston Parish Literacy and Technology Center stems from a collaboration between Southeastern and the Livingston Parish School Board and was funded through a $4.5 million, 1999 settlement grant to the Southeastern Foundation from the United States District Court for the Western District of Louisiana. Since its completion, the facility has been utilized by the parties for educational programming, including collegiate credit courses and non-credit courses and other programming provided by Southeastern.

The facility is maintained and operated in accordance with guidelines jointly developed by the parties in accordance with the Court Order, with the University serving as a critical operational participant. The Foundation owns a leasehold estate in the facility, while the Livingston Parish School Board owns the land on which the facility was constructed. Pursuant to the original terms, at the termination of the Agreement on June 18, 2027, full ownership of the building reverts to the Livingston Parish School Board.

The settlement fund established with the Foundation under the Agreement is now depleted; however, the university continues to offer credit and non-credit programming at the facility. The Foundation intends to assign, transfer and convey its interest to the University to ensure continued operation of the facility. The parties will maintain the right to proceed as outlined in the Agreement and each party occupying the facility shall be assigned its portion of the maintenance, utility and other costs, as has been the process in the past.

This request is for approval of the transfer by the Foundation to the University, pursuant to the Agreement, and the acceptance of such transfer by the University. While the Foundation's right to transfer to the University does not require prior consent of the Livingston Parish School Board, notice has been provided to the School Board through the current Superintendent to
ensure that the parties are aware of the exercise of this option and that it will be of little or no impact on the participants and the joint operation of the Center.

I respectfully request that you place this item on the agenda for the October 2017 meeting of the Board of Supervisors.

Sincerely,

John L. Crain
President
BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

FACILITIES PLANNING COMMITTEE

October 26, 2017

Item H.8. University of Louisiana at Monroe’s request for approval to purchase a building which is being obtained, constructed, and then will be sold by the ULM Foundation to the University.

EXECUTIVE SUMMARY

The Board with and on behalf of ULM owns property located at 4400 Bon Aire Drive. The ULM Foundation desires to design and construct a facility on that property. Portions of the cost are the result of funds donated by the Weems family. The facility will be constructed pursuant to the appropriate State building guidelines. The final structure is to be named the Laird Weems Center. Upon completion, the Foundation wishes to sell the Laird Weems Center to ULM for $400,000. ULM requests permission to purchase the Laird Weems Center upon its completion.

Please refer to the attached rendering to view the building.

RECOMMENDATION

It is recommended that the following resolution be adopted.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves the University of Louisiana at Monroe’s request for approval to purchase a building which is being obtained, constructed, and then will be sold by the ULM Foundation to the University.

BE IT FURTHER RESOLVED, that the University of Louisiana at Monroe shall obtain final review from ULS System staff, legal counsel and shall secure all other appropriate approvals from agencies/parties of processes, documents, and administrative requirements.

BE IT FURTHER RESOLVED, that the President of University of Louisiana at Monroe and his or her designee is hereby designated and authorized to execute any and all documents associated with said purchase by the University of Louisiana System on behalf of and for the use of University of Louisiana at Monroe.

AND FURTHER, that ULS staff and legal counsel ensure that all documents conform to statutory and administrative requirements.
October 5, 2017

Dr. James B. Henderson, President
University of Louisiana System
1201 North Third St., Suite 7-300
Baton Rouge, LA 70802

Dear Dr. Henderson:

On February 23, 2017, the Board of Supervisors of the University of Louisiana System considered and approved our request to demolish the Anna Gray Noe Alumni Center located at 4400 Bon Aire Drive on the campus of the University. On April 20, 2017, the Board of Supervisors of the University of Louisiana System considered and approved our request to enter into a Ground Lease Agreement with ULM Foundation to construct a new Foundation and Alumni Building and to purchase the building back from the Foundation. I am proud to report that the demolition is complete and the ground breaking for this new facility was held on October 13, 2017.

I respectfully request that the Board of Supervisors of the University of Louisiana System consider and approve the purchase agreement for the new Foundation and Alumni Building. The construction plans have been approved by Facility Planning and Control.

Thank you for your consideration of this request. Should you have any questions or need further information, please contact me at 318-342-1010 or by email at bruno@ulm.edu.

Sincerely,

[Signature]

Nick J. Bruno, Ph.D.
President

Enclosures
LAIRD WEEMS CENTER SALE AND PURCHASE AGREEMENT

This Sale and Purchase Agreement, hereinafter referred to as the "Agreement", is made by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM, with and on behalf of the UNIVERSITY OF LOUISIANA AT MONROE. (the "Board"). hereinafter referred to as "Buyer," and UNIVERSITY OF LOUISIANA AT MONROE FOUNDATION, hereinafter referred to as "Seller."

1. PROPERTY. Subject to the following terms and conditions, Seller agrees to sell, transfer and convey to Buyer, and Buyer agrees to purchase and accept from Seller, the "Property", identified as the Laird Weems Center, constructed on property legally described as follows:

2.019 Acre ± Tract Section 40, T18N, R4E
Land District North of Red River Ouachita Parish, Louisiana
L & A, Inc. Project No. 16S062.00

LEGAL DESCRIPTION

A certain tract or parcel of land situated in Lot 1, Square 2, of Edgewater Gardens Subdivision, as per plat filed in Plat Book 4, Page 9 of the records of Ouachita Parish, Louisiana, and being more particularly described as follows:
Commence at a found 3/4" iron pipe at the northeast corner of Lot 1, Square 2 of Edgewater Gardens Subdivision, as per plat filed in Plat Book 4, Page 9 of the records of Ouachita Parish, Louisiana, and the POINT OF BEGINNING; proceed South 27°46'00" West along the east line of said Lot 1, a distance of 406.00 feet to found 5/8" rebar on the high bank of Bayou DeSiard; thence proceed North 64°55'39" West along the high bank of Bayou DeSiard, a distance of 170.19 feet to the east right-of-way line of Warhawk Way, as per the State of Louisiana Department of Transportation & Development Office of Highways Construction Plans for State Project Number 712-05-28 & 712-05-10; thence proceed North 62°14'00" West along the east right-of-way line of Warhawk Way, a distance of 35.00 feet to a set 5/8" rebar; thence proceed North 27°46'00" East along the east right-of-way line of Warhawk Way, a distance of 44.00 feet to a set 5/8" rebar; thence proceed North 01°12'06" East along the east right-of-way line of Warhawk Way, a distance of 55.90 feet to a set 5/8" rebar; thence proceed North 27°46'00" East along the east right-of-way line of Warhawk Way, a distance of 207.45 feet to a set 5/8" rebar on the north line of said Lot 1 and the south right-of-way line of Bon Aire Drive (60° R.O.W.); thence proceed in a northeasterly direction along the north line of said Lot 1, the south right-of-way line of Bon Aire Drive and a non-tangent curve to the right, an arc distance of 208.44 feet (Radius=170.00 feet, Chord= North 82°38'30" East -- 195.62 feet) to a set chiseled "X"; thence proceed South 62°14'00" East along the north line of said Lot 1 and the south right-of-way line of Bon Aire Drive, a distance of 70.00 feet to the POINT OF BEGINNING, containing 2.019 acres, more or less, within the traverse, together with all land lying between the traverse and the mean low water level of Bayou DeSiard, and being subject to all easements, servitudes, and rights-of-way of record and/or use.

This description is based on the Boundary Survey and Plat prepared by Ronald J. Riggin, II, Professional Land Surveyor, dated November 23, 2016.
2. **CLOSING.** Closing will occur upon completion of the Laird Weems Center building being constructed on the Property anticipated to be on or about June 30, 2018. Possession of the Property shall be given as of the date of closing.

3. **CONVEYANCE.** Subject to the provisions in this Agreement, Seller shall at closing convey to Buyer by Special/Limited Warranty Deed a good, merchantable and insurable title to the Property.

4. **PURCHASE PRICE.** The purchase price for the Property shall be $400,000.00. The purchase price shall be paid as follows:

   At the closing, the purchase price shall be paid in cash at closing by Buyer to Seller by wire transfer of immediately available funds to Seller's account as designated at the closing.

5. **SURVEY.** Buyer, at its expense, may secure a survey of the Property.

6. **TITLE COMMITMENT AND POLICY.** Within thirty (30) business days (excluding weekends and holidays) after the Effective Date of this Agreement, Buyer, at its expense, shall conduct such examinations of title of the Property as Buyer may deem necessary.

7. **TITLE AND SURVEY OBJECTIONS.** Buyer shall have thirty (30) business days (excluding weekends and holidays) after the Effective Date of this Agreement in which to notify in writing to Seller of any defect, encumbrance or matter appearing in the title documents or survey. Those matters to which the Buyer does not so object shall become permitted exceptions under any title commitment or title policy secured by Buyer. If, within such applicable period, Buyer notifies Seller in writing of an objection to any defect, encumbrance, or matter shown in the title documents, commitment or survey, or if at any time prior to closing Buyer notifies Seller in writing of an objection to any defect, encumbrance, or matter to Seller's title not set forth in the title documents, commitment or survey, then Seller shall have, at its option and without any obligation to do so, 30 days after receipt of such notification of objection in which to cure or remove same to Buyer's satisfaction. If Seller does not do so, then Buyer may at any time prior to closing send Seller written notice terminating this Agreement. Whereupon Seller shall immediately return the Deposit to Buyer, and neither Buyer nor Seller shall have any further rights or obligations pursuant to this Agreement; otherwise, Buyer shall be deemed to have accepted such matter, encumbrance or defect as a permitted exception.

8. **ACCESS AND INSPECTION.**

   A. Buyer shall have thirty (30) business days (excluding weekends and holidays) for an "Inspection Period" commencing on the Effective Date of this Agreement, whereby Buyer shall have the privilege of access to the Property for purpose of making inspections, surveys, environmental and mold investigations, test borings, soil analyses, and other tests and surveys thereon commensurate with determining the suitability of the Property for Buyer's use.

   B. Buyer agrees to restore the Property to its present condition as is reasonably possible and further agrees to indemnify and save harmless Seller from any claim or demand that may
be made by Buyer or any third party against Seller resulting from the privilege of access extended here under. Notwithstanding anything to the contrary in this Agreement, Buyer's obligation under this Section 8 will survive closing or any termination of this Agreement. If Buyer determines after inspection that the Property is not reasonably suitable for Buyer's use, then Buyer shall have the right to terminate this Agreement by sending written notice, within the Inspection Period, to Seller. If Buyer terminates this Agreement in accordance with this provision within the Inspection Period, Seller shall immediately release the Deposit to Buyer.

C. Buyer acknowledges that Buyer shall have, prior to closing, thoroughly inspected, and unconditionally and irrevocably approved, all elements comprising the Property, and all factors related to their use and operation, including without limitation, utilities, physical and functional aspects of the Property, the construction and condition of the Property, all environmental issues, if any, all matters affecting and relating to title and municipal and other legal requirements, including but not limited, to taxes, assessments and bonds, zoning, use permits, business permits, licenses, and similar entitlements. Buyer further acknowledges that at closing Buyer will acquire the Property in "AS IS" and "WHERE IS, WITH ALL FAULTS" condition and solely in reliance upon Buyer's own inspection and examination without any recourse to Seller whatsoever including any action in redhibition or reduction in the purchase price.

9. DEVELOPMENTAL APPROVALS. If rezoning, lot consolidation, subdivision, platting, and/or other developmental approvals from governmental agencies and/or other approvals from private parties (including but not limited to site plan and building design approvals, but not to include building permits), hereinafter referred to as "Developmental Approvals," are required to meet Buyer's use of the Property, then Seller and Buyer, at Buyer's expense, shall cooperate in the proceedings for such Developmental Approvals, and execute all consents or other instruments necessary. Buyer shall provide architectural exhibits necessary for any such Developmental Approvals.

In the event the required Developmental Approvals are not procured within the Inspection Period, then Buyer shall so notify Seller in writing within the Inspection Period, and Seller upon receipt of notice from Buyer shall immediately return the Deposit to Buyer and this Agreement shall be terminated, or in the alternative Buyer will be deemed to have waived Developmental Approvals and proceed to closing.

Notwithstanding anything herein to the contrary, in the event any rezoning (including variances), subdivision, lot consolidation and/or platting is accomplished and closing does not occur for any reason other than a Seller default, the Deposit shall be retained by Seller and at Seller's option the property shall be returned by Buyer to its status prior to such rezoning, subdivision, lot consolidation and/or platting, at Buyer's cost.

10. SELLER'S REPRESENTATIONS. Seller represents to the best of its knowledge as follows:

A. All taxes for all prior years, all governmental liens and all public debts including assessments or impact fees which are currently due and payable, excluding those that are a result of Buyer's development, if any, are paid or will be paid by Seller as of the date of closing. All taxes for the current year are to be prorated as of the date of closing and are to be allowed as
a credit to Buyer at closing. It is not the intent of this provision that Seller should pay for usual or customary tap-on fees or any assessments or charges levied after closing.

B. Seller has had no work performed on the Property for which it has not paid for within any operative statutory period which would allow a mechanic’s lien to attach to the Property after closing.

C. Seller represents that the party executing this Agreement has full authority to execute the same and to bind Seller to this Agreement and that this Agreement has been approved by the Board of Directors of Seller.

11. **BUYER’S REPRESENTATION.** Buyer represents that the party executing this Agreement on behalf of Buyer has full authority to execute the same and to bind Buyer to this Agreement, and that this Agreement has been approved by the Board of Directors of Buyer.

12. **SELLER’S FEE OBLIGATIONS.** Seller shall pay for any governmental stamps on the deed, and transfer taxes (provided it is customary for Seller to do so), preparation of deed, notary fee on the deed. Seller shall be responsible for its own legal fees.

13. **BUYER’S FEE OBLIGATIONS.** Buyer shall pay for recording of the deed, its customary share, if any, of governmental stamps on the deed and transfer taxes, and its own legal fees.

14. **CONDEMNATION.** If, prior to closing, action is initiated or threatened to take any portion of the Property by eminent domain proceedings or if any portion of the Property is sold in lieu of condemnation, Buyer may, as its sole remedy, either (a) terminate this Agreement with written notice to Seller, whereupon Seller shall immediately return the Deposit to Buyer and neither Buyer nor Seller shall have any further rights or obligations pursuant to this Agreement or (b) consummate the closing, whereupon the award of the condemning authority shall be assigned to Buyer at closing with no reduction, off-set or abatement to the purchase price.

15. **REAL ESTATE COMMISSION.** Buyer and Seller represent and warrant to each other that no real estate broker is entitled to any commission as listing agent, Buyer’s or Seller’s agent or as the procuring cause of this transaction resulting from any actions or words by or on behalf of either party, and Buyer and Seller agree to indemnify and hold each other harmless from any claim or demand made by any brokers.

16. **DEFAULT.** If Buyer defaults and Seller is not also in default, or if title is merchantable and insurable and Buyer fails to pay for the property as herein specified, then seller may send to buyer written notice terminating this agreement whereupon Seller shall be entitled to retain the deposit as liquidated damages constituting Seller’s exclusive remedy. In the event of such termination, neither Seller nor Buyer shall have any further rights or obligations pursuant to this agreement.

If Buyer does not close because Seller defaults, then Buyer may, constituting buyer's exclusive remedy:
A. send to Seller written notice terminating this Agreement whereupon Seller shall immediately return to Buyer the deposit, and neither Buyer nor Seller shall have any further rights or obligations pursuant to this Agreement; or

B. affirm this Agreement and enforce its specific performance.

17. **ASSIGNMENT:** Buyer shall not have the right to assign this Agreement without the written approval of Seller which approval shall not be unreasonably withheld provided that Buyer provides to Seller written notice of any proposed assignment not less than seven (7) days prior to closing. No such assignment shall, however, serve to release Buyer from any of Buyer's obligations hereunder.

18. **ATTORNEYS' FEES:** In the event of any controversy concerning the enforcement or interpretation of this Agreement, the prevailing party in any such controversy, whether or not suit or other proceedings are actually commenced, shall be entitled to recover from the other party its reasonable attorneys' fees, consultants' fees, experts' fees and other costs and expenses incurred in connection with such controversy.

19. **NOTICES.** All notices, requests and communications under this Agreement shall be given in writing by (a) personal delivery (confirmed by the carrier delivery service), (b) telegram or telefax confirmed in writing by mail, or (c) first-class registered or certified mail. postage pre-paid, return receipt requested to the individuals and addresses indicated below:

If to Buyer: Michael Davis  
Director, Facilities  
University of Louisiana at Monroe  
700 University Avenue Monroe, LA 71209  
Email: mdavis@ulm.edu  
(318) 342-5171  
(318) 342-3465 (fax)

**Attorney for Buyer:**

If to Seller:  
University of Louisiana at Monroe Foundation  
Attn: Susan Chappell, Executive Director  
700 University Avenue  
Monroe, LA  71209 Email: chappell@ulm.edu (318) 342-5424
20. **EFFECTIVE DATE/TIMING.** The "Effective Date" of this Agreement shall be the date the Agreement is last signed by a party to be charged herein. Time is of the essence to both Seller and Buyer in the performance of the Agreement and they have agreed that strict compliance by both of them is required as to any date set forth herein. If the final date of any period of time set out in any provision of this Agreement falls on a Saturday, a Sunday or a legal holiday under the laws of the State of Louisiana, then, and in such event, the time of such period shall be extended to the next day which is not a Saturday, a Sunday or a legal holiday.

21. **INTERNAL REVENUE SERVICE REQUIREMENTS.** Section 1445 of the Internal Revenue Code provides that a transferee of a United States real property interest must deduct and withhold tax from the amount realized on the disposition if the transferor is a foreign person. Section 1445 provides an exemption from the withholding requirement where the transferor furnishes a non-foreign affidavit to the transferee. Seller certifies the following:

A. Seller is not a foreign person subject to withholding under Section 1445; and

B. Seller's United States taxpayer's identification number is: 72-6028527.

Seller declares that it has examined the certification contained in this paragraph and it is true and correct and complete to the best of its knowledge and belief.

22. **PERSONAL PROPERTY.** Sellers shall have the right to remove any or all Personal Property prior to closing. Any Personal Property remaining in the building at the time of closing shall be included in the purchase price and shall become the property of the Buyer and shall be transferred to Buyer without representation or warranty by Seller of the condition of such personal property.

23. **ENTIRE AGREEMENT.** Seller and Buyer understand and agree that this document constitutes the entire Agreement between them regarding the sale and purchase of the Property. Any changes, alterations, extensions or deletions shall be in writing and executed by both parties in order to be effective. This Agreement may be executed in multiple copies each of which shall be deemed to be an original for all purposes.

**WITNESS THE SIGNATURES OF THE PARTIES** on the dates set forth herein below in
the presence of the undersigned Notaries Public and witnesses.

THUS DONE AND SIGNED by Seller. University of Louisiana at Monroe Foundation at Monroe, Louisiana on this ______ day of ____________, 2018, in the presence of the undersigned witnesses and me, Notary Public.

Witnesses:

THE UNIVERSITY OF LOUISIANA AT MONROE FOUNDATION

(Seller)

By: ________________________________

Printed Name: ____________________

Printed Name: ____________________

NOTARY PUBLIC

Printed Name:

Notary ID No.:
THUS DONE AND SIGNED by Buyer, the Board, at Baton Rouge, Louisiana, on this ___day of ______________, 2018, in the presence of the undersigned witnesses and me, Notary Public.

Witnesses: __________________________________________________________

Printed Name: ______________________________________________________

Printed Name: ______________________________________________________

BOARD OF SUPERVISORS FOR THE UNIVERSITY of LOUISIANA SYSTEM (Buyer)

By: _________________________________________________________________

Printed Name: ______________________________________________________

Notary ID No.: _____________________________________________________

_________________________ NOTARY PUBLIC

Printed Name: ______________________________________________________

NOTARY PUBLIC
Item H.9. University of Louisiana at Monroe's request for approval to name the new Foundation and Alumni Building the “Laird Weems Center” and allow for other naming opportunities in the future.

EXECUTIVE SUMMARY

The University is requesting approval to name the new Foundation and Alumni Building the “Laird Weems Center” and allow for other naming opportunities in the future. This naming is being requested to recognize alumni Billy Laird and Don Weems, two gentlemen of remarkable character, accomplishments, and generosity who, over their lifetimes, have served as Executive Director of the ULM Foundation and Alumni Director, respectively, and as such, set the vision and path to engage and serve alumni, friends, and benefactors of the University. Before Mr. Don Weems died on March 29, 2017, their families and friends contributed over $375,000 in commitments toward the construction of this Center.

To limit agenda itemization and Board voting time in the future, the University is also requesting approval of the other $1,162,500 in naming opportunities for this Center. Once commitments to name the remaining areas are obtained, the University will provide a report only to the Board versus requiring agenda items for each naming to be approved.

Enclosed is a schematic of the Center’s floor plan with naming values assigned to the various areas, both inside and outside the Center.

RECOMMENDATION

It is recommended that the following resolution be adopted.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe’s request for approval to name the new Foundation and Alumni Building the “Laird Weems Center” and allow for other naming opportunities in the future.
October 5, 2017

Dr. James B. Henderson, President  
University of Louisiana System  
1201 North Third St., Suite 7-300  
Baton Rouge, LA 70802

Dear Dr. Henderson:

On February 23, 2017, the Board of Supervisors of the University of Louisiana System considered and approved our request to demolish the Anna Gray Noe Alumni Center located at 4400 Bon Aire Drive on the campus of the University. On April 20, 2017, the Board of Supervisors of the University of Louisiana System considered and approved our request to enter into a Ground Lease Agreement with ULM Foundation to construct a new Foundation and Alumni Building and to purchase the improvements back from the Foundation. I am proud to report that the demolition is complete and the ground breaking for this new facility was held on October 13, 2017.

I respectfully request that the Board of Supervisors of the University of Louisiana System consider and approve our request to name the new Foundation and Alumni Building at the University of Louisiana at Monroe (ULM) the Laird Weems Center. This naming is being requested to recognize alumni Billy Laird and Don Weems, two gentlemen of remarkable character, accomplishments, and generosity who, over their lifetimes, have served as Executive Director of the ULM Foundation and Alumni Director, respectively, and as such, set the vision and path to engage and serve alumni, friends and benefactors of this university. Before Mr. Don Weems died on March 29, 2017, their families and friends contributed over $375,000 in commitments toward the construction of this center. Enclosed is a schematic of the Center’s floor plan with naming values assigned to the various areas, both inside and outside the Center.

To limit agenda itemization and Board voting time in the future, I am also requesting approval of the other $1,162,500 in naming opportunities for this facility. Once commitments to name the remaining areas are obtained, we would provide a report only to the Board versus requiring agenda items for each naming to be approved.

Thank you for your consideration of these requests. Should you have any questions or need further information, please contact me at 318-342-1010 or by email at bruno@ulm.edu.

Sincerely,

Nick J. Bruno, Ph.D.  
President

Enclosure
Item H.10. University of Louisiana at Monroe's request for approval to name a room within Brown Hall the "Lucy Shackelford Center."

EXECUTIVE SUMMARY

The University is requesting approval to name a room in ULM's Brown Hall the "Lucy Shackelford Center." Dr. Lucy Shackelford was a Professor of Physical Education at ULM. She died on April 3, 2000 and the Dr. Lucy Shackelford Endowment in Kinesiology was established in 2003 by her family. Lifetime giving from John and Lucy Shackelford was $429,600 with the current value of this endowment at $203,207. Her sister, Nancy Poplin, as authorized contact for the endowment, has authorized the University to invest the endowment balance to create an environment where best practices in physical education pedagogy will be practiced in Brown Hall and honor Lucy's legacy by naming it the "Lucy Shackelford Center."

RECOMMENDATION

It is recommended that the following resolution be adopted.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of Louisiana at Monroe's request for approval to name a room within Brown Hall the "Lucy Shackelford Center."
October 5, 2017

Dr. James B. Henderson, President
University of Louisiana System
1201 North Third St., Suite 7-300
Baton Rouge, LA 70802

Dear Dr. Henderson:

I am requesting approval to name a room in Brown Hall the Lucy Shackelford Center. Dr. Lucy Shackelford was a Professor of Physical Education at ULM. She died on April 3, 2000 and the Dr. Lucy Shackelford Endowment in Kinesiology was established in 2003 by her family. Lifetime giving from John and Lucy Shackelford was $429,600 with the current value of this endowment at $203,207. Her sisters, Nancy Poplin and Ellen Singer, as authorized contacts for the endowment, have requested the university invest the endowment balance to create an environment where best practices in physical education pedagogy will be practiced in Brown Hall and honor Lucy’s legacy by naming it the Lucy Shackelford Center.

Thank you for your consideration of this request. Should you have any questions or need further information, please contact me at 318-342-1010 or by email at bruno@ulm.edu.

Sincerely,

Nick J. Bruno, Ph.D.
President
Item H.11. University of New Orleans’ request for approval to proceed and execute reciprocal perpetual predial servitudes to allow for the permanent existence and maintenance of sewer and drainage systems and ensure continued access, egress and ingress, to the University’s property through a driveway servitude.

EXECUTIVE SUMMARY

In 1997, the University of New Orleans, the UNO Research and Technology Foundation, the Division of Administration of the State of Louisiana and Avondale Shipyards executed Cooperative Endeavor Agreements and leases to facilitate an Economic Development project in Jefferson Parish. UNO granted a fifty-year lease of land adjacent to Avondale property to the R&T Foundation. The Foundation designed and constructed a facility in which it retains ownership for the term of the ground lease with UNO. The Foundation executed a sublease for portions of the property with Avondale. The facility houses the UNO Naval Architecture School and Engineering Laboratory. Through a Federal contract, UNO and Avondale designed and constructed ships for the U.S. Navy. An integrated, common, interconnected sewerage system and an integrated, common, interconnected drainage system pursuant to which pipelines, equipment and other components of said systems, serving each of these properties, were installed in various locations on or under all of the adjoining properties. A driveway was constructed from the main road through the adjoining property to allow ingress and egress to the UNO land. Throughout the term of the fifty-year lease, the Foundation is responsible for payment of all utilities, maintenance and repair, either by itself or through its sublease to a third party. HRE New Orleans, LLC is now the successor in interest to Avondale.

HRE anticipates a sale of its property in November. Pursuant to that, all parties agree that a reciprocal permanent predial servitude should be executed to ensure continued sewage, water, and drainage access as well as egress and ingress from the main road to the UNO property is available in perpetuity.

Pursuant to the original lease of 1997, the R&T Foundation is responsible for the payment of all utilities, maintenance, repair, and care of the facility in question. These reciprocal predial servitudes and driveway servitude access identify that those obligations remain with the Foundation through the term of the original lease. When the lease terminates in 2037, the building becomes the property of UNO. Until 2047 there is no cost to UNO. The documents in question ensure the adjoining properties have water, drainage, sewer and road access.
RECOMMENDATION

It is recommended that the following resolution be adopted:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves University of New Orleans' request for approval to proceed and execute reciprocal perpetual predial servitudes to allow for the permanent existence and maintenance for existing sewer and drainage systems and ensure continued access, egress and ingress to UNO property through a driveway servitude.

BE IT FURTHER RESOLVED, that University of New Orleans shall obtain final review from University of Louisiana System staff and legal counsel to the Board, and shall secure all other appropriate approvals from agencies/parties of processes, documents, and administrative requirements prior to execution of the lease documents.

BE IT FURTHER RESOLVED, that the President of University at New Orleans and his or her designee are hereby designated and authorized to execute the sewage, water, and driveway servitudes and any and all documents as necessary associated with said project described herein.

AND FURTHER, that University of Louisiana at New Orleans will provide the University of Louisiana System office with copies of all final executed documents for the Board files.
October 16, 2017

Dr. James B. Henderson  
President  
The University of Louisiana System  
1201 North Third Street  
Baton Rouge, LA 70802  

Re: University of New Orleans

Dear Dr. Henderson,

I am requesting approval to proceed and execute reciprocal perpetual predial servitudes to allow for the permanent existence and maintenance of existing sewer and drainage systems and ensure continued access, egress, and ingress to the property through a driveway servitude as identified herein.

Thank you for your consideration.

Sincerely,

[Signature]

John W. Nicklow  
President
SEWERAGE AND DRAINAGE  
SERVITUDE AGREEMENT  

AMONG  

STATE OF LOUISIANA  

HRE NEW ORLEANS, LLC,  

PARISH OF JEFFERSON  

THE MARRERO LAND AND  
IMPROVEMENT ASSOCIATION  
LIMITED,  

PARISH OF EAST BATON ROUGE  

PARISH OF ORLEANS  

BOARD OF SUPERVISORS FOR  
THE UNIVERSITY OF  
LOUISIANA SYSTEM,  

STATE OF MISSISSIPPI  

UNIVERSITY OF NEW ORLEANS  
RESEARCH AND  
TECHNOLOGY FOUNDATION,  
INC.  

COUNTY OF ________________  

AND  

HUNTINGTON INGALLS  
INCORPORATED  

BEFORE ME, the undersigned Notaries Public in and for the Parish and State aforesaid, and the undersigned competent witnesses, personally came and appeared:

HRE New Orleans, LLC, a Delaware limited liability company having a mailing address of __________________________, represented herein by __________________________, its ____________, duly authorized to appear herein on its behalf ("HRE");

The Marrero Land and Improvement Association Limited, a Louisiana corporation, having a mailing address of 5201 Westbank Expressway, Marrero, Louisiana 70072, represented herein by ______________, its ______________, duly authorized to appear herein on its behalf ("Marrero").

Board of Supervisors for the University of Louisiana System, a public constitutional corporation of the State of Louisiana with and on behalf of the University of New Orleans, having a mailing address of 1201 North Third Street, Suite 7-300, Baton Rouge, LA 70802 represented herein by Dr. John Nicklow, President of the University of New Orleans, duly authorized to appear herein on its behalf (the “Board”);
University of New Orleans Research and Technology Foundation, Inc., a Louisiana non-profit corporation, having a mailing address of 2021 Lakeshore Drive, Room 420, New Orleans, LA 70122, represented herein by __________, its __________, duly authorized to appear herein on its behalf ("Foundation"); and

Huntington Ingalls Incorporated, a Virginia corporation, having a mailing address of 1000 Access Road, Pascagoula, MS 39567, represented herein by Donald J. Perkins, its Vice President of Contracts & Pricing, duly authorized to appear herein on its behalf ("HII"),

WHICH DECLARED AS FOLLOWS:

WHEREAS, the Board is the owner of that certain parcel of immovable (real) property located in Jefferson Parish, Louisiana, more particularly described on Exhibit A attached hereto and made a part hereof (the "Board Tract");

WHEREAS, HRE is the owner of that certain parcel of immovable (real) property adjacent to the Board Tract, located in Jefferson Parish, Louisiana, more particularly described on Exhibit B attached hereto and made a part hereof (the "HRE Tract");

WHEREAS, Board has leased the Board Tract to Foundation and Foundation has constructed on the Board Tract a building that is owned by the Foundation and leased to HII;

WHEREAS, HII subleased the Board Tract from Foundation;

WHEREAS, Marrero is the owner of that certain parcel of immovable (real) property adjacent to the Board Tract and the HRE System Tract, located in Jefferson Parish, Louisiana, more particularly described on Exhibit C attached hereto and made a part hereof (the "Marrero Tract;" the Board Tract, the HRE Tract, and the Marrero Tract are sometimes referred to singly as a "Tract" and collectively as the "Tracts");

WHEREAS, the Board Tract, the HRE Tract, and the Marrero Tract, share an integrated, common, interconnected sewerage system and an integrated, common, interconnected drainage system pursuant to which pipelines, equipment and other components of said systems, serving each of these properties, is situated in some measure and in various locations on or under all of said properties; and

WHEREAS, HRE, the Board, and Marrero desire to and do by this instrument (the "Grant of Servitude") create reciprocal perpetual predial servitudes affecting the Marrero Tract, the HRE Tract and the Board Tract in order to allow for the permanent existence, maintenance and operation of the sewerage system and the drainage system referred to hereinabove, on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Board, HRE and Marrero hereby agree as follows:
1.0 SEWERAGE SYSTEM SERVITUDE

1.1 Sewerage System. Exhibit D attached hereto and made a part hereof consists of the parties' best graphical representation of the location of the pipelines, lift stations and other related equipment comprising the common, integrated, interconnected sewerage system that serves the HRE Tract, the Board Tract, and the improvements located on the Board Tract, and the Marrero Tract (collectively the "Sewerage System"). The parties acknowledge that there may be other components of the Sewerage System not graphically depicted on Exhibit D, such as other pipelines and/or lift stations and/or equipment not shown on Exhibit D. The parties do hereby specifically include, as part of the Sewerage System defined herein, all pipelines, lift stations and other equipment that, as of the Effective Date hereof, physically constitutes part of the common, integrated, interconnected sewerage system that is physically located on and under the Board Tract, the HRE Tract, and the Marrero Tract, notwithstanding the fact that any of same may not be graphically represented on Exhibit D. The pipelines, lift stations and other equipment that are part of the Sewerage System may be sometimes referred to herein as the "Sewerage System Components."

1.2 Sewerage System Servitude. Each of HRE, as owner of the HRE Tract, the Board and Foundation, as owners, respectively, of the Board Tract and the improvements thereon, and Marrero, as owner of the Marrero Tract (each a "Grantor Party"), do hereby declare and establish for the benefit of the Tracts of the other Grantor Parties and all improvements located and/or to be located thereon (each a "Grantee Party") a perpetual predial servitude (the "Sewerage System Servitude") on and under the Grantor Party's Tract (as the servient estate) in all locations in which any portion of the Sewerage System is physically located on or under the Grantor Party's Tract (the "Sewerage System Servitude Area"). The Sewerage System Servitude is hereby established by each Grantor Party in favor of the Tract of each and every Grantee Party and all improvements located and/or to be located thereon (as the dominant estate) for the purposes of the existence, maintenance, operation and functioning of the Sewerage System as one integrated, common, interconnected sewerage system serving the HRE Tract, the Board Tract and the Marrero Tract and all improvements located or to be located thereon. As to any Tract, the foregoing grant is limited, however, to the extent water and/or sewerage actually flows from such Grantor's Tract through another of the Tracts.

1.3 Maintenance and Repair. Each Grantor Party shall be solely responsible, at its own cost and expense, to perform all maintenance, repair and replacement to all Sewerage System Components located on or under said Grantor Party's Tract through which water and/or sewerage flows from another of the Tracts, necessary to keep the Sewerage System operating in a good condition. If a Grantee Party performs any such action as a result of a default by the responsible Grantor Party, pursuant to Section 3.6(b) below, said Grantee Party shall have a servitude of access and passage over, and a servitude allowing said Grantee Party and its contractors and representative to physically occupy on a temporary basis, all portions and areas of the defaulting Grantor Party's Tract necessary for the Grantee Party to perform such maintenance, repair and replacement.

1.4 Expansion and Modification. Any Grantor Party shall be permitted to expand, modify or otherwise make changes or improvements to those portions of the Sewerage System Components on its respective Tract without the consent of any other Grantor Party to the extent such expansions, modifications, changes or improvements do not materially adversely affect any sewerage flows from
other of the Tracts which flow through such Sewerage System Components. To the extent any sewerage flows from other of the Tracts do flow through such Sewerage System Components, such Grantor Party shall obtain the consent of any other affected Grantor Party to the extent such expansions, modifications, changes or improvements materially adversely affect the ability of such continued flows.

1.5 **Lessees and Sublessees.**

a. As more fully described in Section 3.8 hereof, all obligations undertaken or imposed on the Board and/or Foundation under this Grant of Servitude including, but not limited to the Board’s Water Bill and all obligations of indemnity and insurance set forth in the Grant of Servitude, shall be performed, fully and punctually, by HII as sublessee under the HII Sublease (as defined in Section 3.8 below), for as long as the HII Sublease is in effect, and by Foundation, as lessee under the Foundation Lease (as defined in Section 3.8 below), for as long as the Foundation Lease is in effect and the HII Sublease is not in effect, and so long either of such parties is so obligated, the Board shall be relieved of such obligations.

b. As more fully described in Section 3.9 hereof, all obligations undertaken or imposed on Marrero under this Grant of Servitude shall be performed, fully and punctually, by HRE as lessee under the HRE Leases (as defined in Section 3.9 below), for as long as a HRE Lease is in effect but only with respect to that portion of the Marrero Tract subject to such lease, and so long as HRE is so obligated, Marrero shall be relieved of such obligations.

1.6 **Payment.** HRE, the Board and Marrero agree that the Sewerage System ends at the “Sewerage Discharge Station,” which is identified on Exhibit D as the “Jefferson Parish POTW Discharge,” and that the Sewerage Discharge Station is located on the Marrero Tract. HRE, Board, and Marrero further agree that the sewerage generated by the HRE Tract, the Board Tract and the Marrero Tract is carried by the Sewerage System to the Sewerage Discharge Station, and that HRE is presently the account holder responsible for paying Jefferson Parish (the “Parish”) each month for sewer service at the Sewerage Discharge Station (the “Sewerage Payment”). The Board (and to the extent provided in subsection (d) below, Marrero) hereby agrees except as set forth in Section 1.5 above or in the HII Sublease hereinafter defined in Section 3.8 (a) to reimburse HRE for a portion of the Sewerage Payment as follows:

a. Within thirty (30) days of receipt by the Board of the monthly Parish water bill for the Board Tract from HRE (the “Board’s Water Bill”), the entity responsible for paying the Board’s Water Bill pursuant to Section 1.5 hereof or pursuant to the HII Sublease hereinafter defined in Section 3.8(a) shall remit payment to HRE (at the address for HRE set forth in Section 3.10(c) below) in an amount equal to the applicable Sewer Rate (as hereafter defined) multiplied by the water usage for the Board Tract as reflected in the Board’s Water Bill for such month, together with a copy of the applicable month’s Board’s Water Bill.
b. For purposes of this Section 1.5, the term “Sewer Rate” shall mean [$3.07] per 1,000 gallons of water used; provided, that upon written request of HRE or the Board given to the other, the Sewer Rate shall be adjusted to reflect the rate per 1,000 gallons of water used then being charged by the Parish for sewer service to similar industrial property owners, as reasonably and in good faith determined by HRE and the Board.

c. Notwithstanding the foregoing, as long as HII holds the subleasehold interest of sublessee under the HII Sublease, HRE shall deliver to HII (at the address provided therefor in Section 3.8(f) below) any written notice required under this Section 1.5 to be delivered to the Board.

d. In the event the owner of the Marrero Tract (or any lessee, licensee or other occupant thereof) utilizes the Sewerage System and Drainage System from and after the date that a HRE Lease (as hereafter defined) expires or is terminated and is of no further force or effect, the parties shall promptly thereafter negotiate in good faith to determine the prorata share of the Sewerage Payment for which Marrero (or its successor as owner of the Marrero Tract, as applicable) shall thereafter be responsible to remit to HRE on a monthly basis in the manner provided in this Section 1.5, which amount shall, if not separately metered, be based on the estimated number of gallons of water used at the Marrero Tract multiplied by the applicable Sewer Rate. The parties shall promptly execute and cause to be recorded such commercially reasonable amendments to this Grant of Servitude as reasonably requested by any other party hereto for the purpose of documenting the prorata share of the Sewerage Payment for which Marrero (or any successor owner of the Marrero Tract, as applicable) shall be responsible pursuant to this subsection (d). If the Marrero Tract has a separate sewer meter for only the Marrero Tract, then Marrero will remit payment of the sewer fees in the same method and manner as set forth in Section 1.6.

2.0 DRAINAGE SYSTEM SERVITUDE

2.1 Drainage System. Exhibit E attached hereto and made a part hereof consists of the parties’ best graphical representation of the pipelines and other related equipment comprising the common, integrated, interconnected drainage system that serves the HRE Tract, the Board Tract and the Marrero Tract (collectively the “Drainage System”). The parties acknowledge that there may be other components of the Drainage System not graphically depicted on Exhibit E, such as other pipelines and/or equipment not shown on Exhibit E. The parties do hereby specifically include, as part of the Drainage System defined herein, all pipelines and other equipment that, as of the Effective Date herof, physically constitutes part of the common, integrated, interconnected drainage system that is physically located on and under the Board Tract, the HRE Tract, and the Marrero Tract, notwithstanding the fact that any of same may not be graphically represented on Exhibit E. The pipelines, catch basins, sumps, pumps and other equipment that are part of the Drainage System may be sometimes referred to herein as the “Drainage System Components.”

2.2 Drainage System Servitude. Each of HRE, as owner of the HRE Tract, and the Board and Foundation, as owners, respectively of the Board Tract and the improvements located thereon, and Marrero, as owner of the Marrero Tract (each a “Grantor Party”), do hereby declare and establish for the benefit of the Tracts of the other Grantor Parties and all improvements located and/or to be
located thereon (each a "Grantee Party") a perpetual predial servitude (the "Drainage System Servitude") on and under the Grantor Party's property (as the servient estate) in all locations in which any portion of the Drainage System is physically located on or under the Grantor Party's Tract (the "Drainage System Servitude Area"). The Drainage System Servitude is hereby established by each Grantor Party in favor of the Tract of each and every Grantee Party and all improvements located and/or to be located thereon (as the dominant estate) for the purposes of the existence, maintenance, operation and functioning of the Drainage System as one integrated, common, interconnected drainage system serving the HRE Tract, the Board Tract and the Marrero Tract. As to any Tract, the foregoing grant is limited, however, to the extent drainage water actually flows from such Tract through another of the Tracts.

2.3 Maintenance and Repair. Each Grantor Party shall be solely responsible, at its own cost and expense, to perform all maintenance, repair and replacement to all Drainage System Components located on or under said Grantor Party's property, necessary to keep the Drainage System operating in a good condition. If a Grantee Party performs any such action as a result of a default by the responsible Grantor Party, pursuant to Section 3.6(b) below, said Grantee Party shall have a servitude of access and passage over, and a servitude allowing said Grantee Party and its contractors and representative to physically occupy on a temporary basis, all portions and areas of the defaulting Grantor Party's property necessary for the Grantee Party to perform such maintenance, repair and replacement.

2.4 Expansion and Modification. Any Grantor Party shall be permitted to expand, modify or otherwise make changes or improvements to those portions of the Drainage System Components on its respective Tract without the consent of any other Grantor Party to the extent such expansions, modifications, changes or improvements do not materially adversely affect any water flows from other of the Tracts which flow through such Drainage System Components. To the extent any drainage water flows from other of the tracts do flow through such Drainage System Components, such Grantor Party shall obtain the consent of any other affected Grantor Party to the extent such expansions, modifications, changes or improvements materially adversely affect the ability of such continued flows.

2.5 Lessees and Sublessees.

a. As more fully described in Section 3.8 hereof, all obligations undertaken or imposed on the Board under this Grant of Servitude shall be performed, fully and punctually, by HII as sublessee under the HII Sublease, for as long as the HII Sublease is in effect, and by Foundation, as lessee under the Foundation Lease, for as long as the Foundation Lease is in effect and the HII Sublease is not in effect, and so long as either of such parties is so obligated, the Board shall be relieved of such obligations.

b. As more fully described in Section 3.9 hereof, all obligations undertaken or imposed on Marrero under this Grant of Servitude with respect to the portion of the Marrero Tract subject to an HRE Lease shall be performed, fully and punctually, by HRE as lessee under either HRE Lease, for as long as such HRE Lease is in effect, and so long as HRE is so obligated, Marrero shall be relieved of such obligations.
3.0 MISCELLANEOUS

3.1 Definition. As used herein, the term “Servitude Area” shall mean the Sewerage System Servitude Area and the Drainage System Servitude Area.

3.2 Indemnification.

a. To the extent allowed by law, the Board hereby agrees to indemnify, defend and hold HRE harmless from and against all liabilities, loss, damage, injury, claims, costs, expenses, judgments, or causes of action (including reasonable attorneys’ fees) arising from or relating to any use or misuse of the Servitude Area by the Board and its invitees, provided, however, that the Board shall have no obligation to indemnify, defend and/or hold HRE harmless from and against any liabilities, claims, costs, expenses, judgments or causes of action (including reasonable attorneys’ fees) resulting or arising from the negligence or willful misconduct of HRE or from a violation of this agreement on the part of HRE.

b. To the extent allowed by law, the Board hereby agrees to indemnify, defend and hold Marrero harmless from and against all liabilities, loss, damage, injury, claims, costs, expenses, judgments, or causes of action (including reasonable attorneys’ fees) arising from or relating to any use or misuse of the Servitude Area by the Board and its invitees, provided, however, that the Board shall have no obligation to indemnify, defend and/or hold Marrero harmless from and against any liabilities, claims, costs, expenses, judgments or causes of action (including reasonable attorneys’ fees) resulting or arising from the negligence or willful misconduct of Marrero or from a violation of this agreement on the part of Marrero.

c. HRE hereby agrees to indemnify, defend and hold the Board harmless from and against all liabilities, loss, damage, injury, claims, costs, expenses, judgments, or causes of action (including reasonable attorneys’ fees) arising from or relating to any use or misuse of the Servitude Area by HRE and its invitees, provided, however, that HRE shall have no obligation to indemnify, defend and/or hold the Board harmless from and against any liabilities, claims, costs, expenses, judgments or causes of action (including reasonable attorneys’ fees) resulting or arising from the negligence or willful misconduct of the Board or from a violation of this agreement on the part of the Board.

d. HRE hereby agrees to indemnify, defend and hold Marrero harmless from and against all liabilities, loss, damage, injury, claims, costs, expenses, judgments, or causes of action (including reasonable attorneys’ fees) arising from or relating to any use or misuse of the Servitude Area by HRE and its invitees, provided, however, that HRE shall have no obligation to indemnify, defend and/or hold Marrero harmless from and against any liabilities, claims, costs, expenses, judgments or causes of action (including reasonable attorneys’ fees) resulting or arising from the negligence or willful misconduct of Marrero or from a violation of this agreement on the part of Marrero.
e. Marrero hereby agrees to indemnify, defend and hold HRE harmless from and against all liabilities, loss, damage, injury, claims, costs, expenses, judgments, or causes of action (including reasonable attorneys' fees) arising from or relating to any use or misuse of the Servitude Area by Marrero and its invitees, provided, however, that Marrero shall have no obligation to indemnify, defend and/or hold HRE harmless from and against any liabilities, claims, costs, expenses, judgments or causes of action (including reasonable attorneys’ fees) resulting or arising from the negligence or willful misconduct of HRE or from a violation of this agreement on the part of HRE.

f. Marrero hereby agrees to indemnify, defend and hold the Board harmless from and against all liabilities, loss, damage, injury, claims, costs, expenses, judgments, or causes of action (including reasonable attorneys’ fees) arising from or relating to any use or misuse of the Servitude Area by Marrero and its invitees, provided, however, that Marrero shall have no obligation to indemnify, defend and/or hold the Board harmless from and against any liabilities, claims, costs, expenses, judgments or causes of action (including reasonable attorneys’ fees) resulting or arising from the negligence or willful misconduct of the Board or from a violation of this agreement on the part of the Board.

3.3 **Insurance.** HRE, the Board and Marrero, during the entire term hereof, shall each keep in full force and effect a policy of comprehensive general liability insurance which shall include bodily injury, property damage, and personal liability insurance with respect to the Servitude Area that exists on each party’s respective Tract, in which the limits of liability shall not be less than $2,000,000 per occurrence and $5,000,000 in the aggregate, with a deductible no greater than $10,000, plus an umbrella policy for liability for at least $1,000,000 and which policies shall name the other party as an additional insured and shall include coverage for each party’s contractual liability to the other party. Notwithstanding the foregoing, the Board shall be permitted to satisfy its obligations under this section by maintaining a self-insurance or other insurance program with the Louisiana Office of Risk Management, or otherwise, substantially similar to the self-insurance or other insurance customarily maintained by the Board with respect to other properties or facilities in Louisiana.

3.4 **No Encumbrances.** HRE, the Board and Marrero warrant and represent that they are not aware of any encumbrances, reservations, conditions, covenants, easements, servitudes or restrictions of record that would prevent or materially adversely affect the use and operation of the Sewerage System Servitude or the Drainage System Servitude in accordance with the terms and provisions of this instrument. From and after the date hereof, HRE, the Board and Marrero shall not cause or permit any encumbrances, reservations, conditions, covenants, easements, servitudes or restrictions of record upon any Tract owned by such party that would prevent or materially adversely affect the use and operation of the Sewerage System Servitude or the Drainage System Servitude in accordance with the terms and provisions of this instrument.

3.5 **Servitude Not Dedicated to the Public.** This Grant of Servitude is not dedicated to the public and shall not under any circumstances be considered as a public servitude or public right-of-way. This Grant of Servitude is created for the sole and exclusive purpose of providing a non-exclusive predial servitude to the present and future owners of the HRE Tract, the Board Tract and all
improvements located thereon, and the Marrero Tract, in accordance with Louisiana Civil Code articles 646 through 654 and articles 697 through 774.

3.6 Default.

a. A party shall be in default hereunder if such party fails to perform fully when due or violates any of the other covenants, conditions, provisions, or agreements contained in this Grant of Servitude, including defaults under Section 1.3 and/or 2.3, and such failure continues for fifteen (15) days after giving written notice thereof by another party. Provided, however, if the failure is of such a nature that it cannot reasonably be cured within fifteen (15) days, it shall be sufficient that the defaulting party commence to cure the default within fifteen (15) days from the giving of such notice and diligently continues thereafter to cure the failure, up to a maximum period of ninety (90) days after the giving of the initial notice.

b. In the event the default is not properly cured within the curative periods set forth in subsection (a) above, a party shall have the right to sue for damages, specific performance, or injunctive relief, as appropriate. In addition, the non-defaulting party shall also have the right, but not the obligation, after expiration of the curative periods in subsection (a) above to engage in its own efforts to cure such default, and if the non-defaulting party is successful in curing such default, then the defaulting party shall owe the non-defaulting party reimbursement for all costs and expenses incurred by the non-defaulting party (including reasonable attorney’s fees to the extent allowed by law) in achieving said cure, payable within fifteen (15) business days after the giving of written notice thereof, such notice to include reasonable documentation of all costs and expenses so incurred.

c. No default of this Grant of Servitude shall entitle any party to cancel, rescind, or otherwise terminate this Grant of Servitude, but such limitation shall not affect in any manner any other rights or remedies which any party may have hereunder by reason of any default of this Grant of Servitude. Failure to strictly and promptly enforce any of the rights under this Grant of Servitude shall not operate as a waiver of any party’s rights, all parties expressly reserving the right to always enforce all of the terms of this Grant of Servitude, as well all rights belonging to any party, excepting only termination, regardless of any extension or indulgence previously granted.

3.7 Injunction. In the event of any violation or threatened violation of any provision in this Declaration by any owner, lessee or occupant of any portion of the Tracts, the parties shall have the right, in addition to any other remedies that may be available at law or in equity, to enjoin such violation or threatened violation.

3.8 Status and Rights of Foundation as Lessee and HII as Sublessee.

a. The Board is the fee owner of the Board Tract, and leases the Board Tract to Foundation under and pursuant to that certain Ground Lease Agreement by and between the Board and Foundation, dated effective as of May 16, 1997 (the
“Foundation Lease”). Foundation subleases the Board Tract to HII under and pursuant to that certain Sub-Lease by and between Foundation and Avondale Industries, Inc. (“Avondale”), dated effective as of May 16, 1997 (the “HII Sublease”). HII is the successor-in-interest to Avondale and holds the subleasehold interest of the sublessee under the HII Sublease.

b. The Board acknowledges that, for as long as the Foundation Lease is in effect, Foundation as lessee under the Foundation Lease and in addition to any other rights it may enjoy shall have the full right of use and enjoyment of the Sewerage System Servitude and the Drainage System Servitude as part of the rights enjoyed by Foundation under the Foundation Lease.

c. The Board and Foundation acknowledge that, for as long as the HII Sublease is in effect, HII as sublessee under the HII Sublease shall have the full right of use and enjoyment of Sewerage System Servitude and the Drainage System Servitude as part of the rights enjoyed by HII under the HII Sublease.

d. The parties agree that, until it is given written notice by the Board, Foundation or HII that the Foundation Lease and/or the HII Sublease has expired or been terminated and is no longer of any force or effect (“Cancellation Notice”), the parties shall recognize and honor the status of Foundation as lessee and the status of HII as sublessee, and the respective rights of such parties to utilize the Sewerage System and Drainage System, as described hereinabove.

e. The Board hereby informs the parties that, until the Board, Foundation or HII gives the parties a Cancellation Notice with respect to Foundation and/or HII, each of Foundation and HII is a “licensee” and “permittee” of the Board, and is therefore entitled to utilize the Sewerage System Servitude and the Drainage System Servitude as fully as the Board may do so, and the parties hereby acknowledge, consent and agree to such designations by the Board with respect to Foundation and HII.

f. Each party hereto covenants and agrees in favor of Foundation and HII that it shall give to Foundation and HII a copy of any written notice, demand, or other communication that the parties give to any other party hereto under or pursuant to this Grant of Servitude, and will accept any curative efforts by Foundation and/or HII in lieu of those by the Board. Notices to Foundation and HII shall be governed by this Section 3.8 above in all respects, and the initial address for notice to Foundation and HII is as follows:

FOUNDATION: University of New Orleans Research and Technology Foundation, Inc.
Attn: President and CEO
2021 Lakeshore Drive, Suite 420
New Orleans, LA 70122
and
Copy by Email: ebyrne@unofoundation.org
3.9. **Status and Rights of HRE as Lessee.**

a. Marrero is the fee owner of the Marrero Tract, and leases the Marrero Tract to HRE under and pursuant to (i) that certain Lease dated June 4, 1979, as amended by that certain Amendment to and Restatement of Lease Agreement dated effective as of June 1, 2009 and (ii) that certain Lease Agreement dated effective as of June 1, 2009, as amended by that certain Lease Amendment and Modification Agreement No. 1 dated as of March 2, 2012 and as further amended by that certain Lease Amendment and Modification Agreement No. 2 dated as of May 27, 2015 (each an “**HRE Lease**” and collectively, the “**HRE Leases**”).

b. Marrero acknowledges that, for as long as a HRE Lease is in effect, HRE as lessee under such HRE Lease shall have the full right of use and enjoyment of the Sewerage System Servitude and the Drainage System Servitude with respect to that portion of the Marrero Tract subject to such HRE Lease as part of the rights enjoyed by HRE under such HRE Lease.

c. The parties all agree that, until they are given written notice by Marrero or HRE that a HRE Lease has expired or been terminated and is no longer of any force or effect ("**Cancellation Notice**"), the parties shall recognize and honor the status of HRE as lessee pursuant to such HRE Lease and its rights to utilize the Sewerage System and Drainage System, as described hereinabove.

d. Marrero hereby informs the parties that, until Marrero or HRE gives the parties a Cancellation Notice with respect to HRE for a HRE Lease, HRE is a “licensee” and “permittee” of Marrero with respect to each such HRE Lease, and is therefore entitled to utilize the Sewerage System Servitude and the Drainage System Servitude as fully as Marrero may do so with respect to such portion of the Marrero Tract subject to such HRE Lease, and the parties hereby acknowledge, consent and agree to such designations by Marrero with respect to HRE.

e. The parties covenant and agree in favor of HRE that it will give to HRE a copy of any written notice, demand, or other communication that the parties give to Marrero under or pursuant to this Grant of Servitude, and will accept any curative efforts by HRE in lieu of those by Marrero. Notices to HRE shall be governed by Section 3.10(d).
3.10. **Miscellaneous.**

a. The provisions of this Grant of Servitude may be enforced by HRE, the Board, the Foundation, and Marrero and their respective successors and assigns, as owners respectively of the HRE Tract, the Board Tract, all improvements located on the Board Tract; and the Marrero Tract which are benefited and encumbered hereby, and the provisions may be modified from time to time or terminated by the written agreement of the Board, Foundation, HRE, and Marrero and their respective successors and assigns. As used herein, the terms “Board,” “Foundation,” “HRE,” and “Marrero” shall refer to the then-current owner of the Board Tract, all improvements located on the Board Tract, the HRE Tract, and the Marrero Tract, respectively.

b. No party to this Grant of Servitude shall require any other party hereto to take any action pursuant to any separate agreement that would violate the terms and provisions of this Grant of Servitude.

c. If any party to this Grant of Servitude, as a result of any strikes, lockouts or labor disputes, inability to obtain governmental permits, licenses, labor or materials, or reasonable substitutes therefor, acts of God, governmental restrictions, regulations or controls, enemy or hostile governmental action, civil commotion, fire or other casualty, or other conditions similar to those enumerated beyond the reasonable control of the party obligated to perform, expressly excluding financial reasons, shall fail to punctually perform any obligation on its part to be performed under this Grant of Servitude, then such failure shall be excused and not be a default under this Grant of Servitude, but only to the extent occasioned by or for the period of such unavoidable delay.

d. Any notice or demand given or served by one owner to the other shall not be deemed to have been duly given or served unless in writing and forwarded by hand delivery or by commercial overnight courier service such as Federal Express, costs prepaid, for delivery on the next business day, and addressed as follows:

**BOARD:**

Board of Supervisors for the University of Louisiana System

**ATTN:**

________________________________________

______________________________

and

Copy by Email:________________________

**FOUNDATION:**

ATTN: President and CEO
2021 Lakeshore Drive, Suite 420
New Orleans, LA 70122

and

Copy by Email:byrne@unofoundation.org
HRE:  HRE New Orleans, LLC  
ATTN: ________________

______________

and

Copy by Email: __________________

MARRERO:  The Marrero Land and Improvement Association Limited  
ATTN: ________________  
5201 Westbank Expressway  
Marrero, Louisiana 70072  
and

Copy by Email: __________________

A copy of all notices and demands delivered pursuant to this Section 3.10 (d.) shall be contemporaneously emailed to the recipient's email address indicated above. In addition, any notices to or from Foundation and or HII will be sent in accordance with the procedures set forth in this section 3.10 (d.)

Notices and demands shall be deemed effective upon receipt thereof, provided that in case of attempted but unsuccessful delivery by commercial overnight courier service during business hours on a business day, such notice or demand shall be deemed effective as of the date of such attempted but unsuccessful delivery. The person and place to which notices are to be sent may be changed by a party upon written notice to the others.

e. In case any one or more of the provisions contained in this Grant of Servitude is for any reason held to be invalid, illegal or unenforceable in any respect, such provision shall (i) be reformed to the minimum extent necessary to cause such provision to be valid, legal and enforceable while preserving the intent of the parties as expressed in, and the benefits to the parties provided by, this Grant of Servitude; or (ii) if such provision cannot be so reformed, such provision shall be severed from this Grant of Servitude and an equitable adjustment shall be made so as to give effect to the intent so expressed and the benefits so provided. Such holding, reformation or severance shall not affect or impair the legality, validity or enforceability of any other provision of this Grant of Servitude.

f. Neither the Board, Foundation, HRE nor Marrero shall, in any way or for any purpose, be deemed a partner with the other party in the conduct of its business or otherwise, or joint venture or member of a joint enterprise with the other party, as a result of the execution of this Grant of Servitude.

g. This Grant of Servitude, together with exhibits attached hereto, embodies and constitutes the entire understanding among the parties hereto with respect to the transactions contemplated herein, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written are merged into this
Grant of Servitude. Neither this Grant of Servitude nor any provision hereof may be waived, modified, amended or discharged, except by an instrument in writing signed by the owners of the Board Tract, and the owners of any improvements located thereon or to be located on the Board Tract, the HRE Tract and the Marrero Tract, properly recorded in the official records of the Clerk of Court of Jefferson Parish, State of Louisiana.

h. The validity, interpretation, performance and enforcement of this Grant of Servitude shall be governed by the laws of State of Louisiana (without giving effect to the laws, rules and principles of State of Louisiana regarding conflicts of law).

i. All parties signing this instrument have declared themselves to be of full legal capacity and have declared that they have had the opportunity to consult independent counsel. Further, all parties hereto agree that no title examination was requested of or performed by the undersigned notaries and further agree to hold the undersigned notaries free and harmless from any liability in connection therewith.

j. This Grant of Servitude may be executed in any number of counterparts, each of which shall for all purposes be deemed an original and all of which together shall constitute one instrument and shall become effective only upon execution of all the parties.

[SIGNATURE PAGES FOLLOW]
THUS DONE AND PASSED by the undersigned parties on this _______ day of ________ 2017, before me the undersigned Notary Public and the undersigned competent witnesses.

WITNESSES:  

Printed Name:  

Printed Name:  

HRE NEW ORLEANS, LLC  

By:  

Name:  

Its:  

Printed Name:  

Louisiana Bar Roll/Notary No.  

My Commission is for Life.
THUS DONE AND PASSED by the undersigned parties on this ______ day of ______ 2017, before me the undersigned Notary Public and the undersigned competent witnesses.

WITNESSES:

Printed Name: __________________________

Printed Name: __________________________

THE MARRERO LAND AND IMPROVEMENT ASSOCIATION LIMITED

By: __________________________
Name: __________________________
Its: __________________________

Printed Name: __________________________
Louisiana Bar Roll/Notary No. __________________________
My Commission is for Life.
{Signatory Page for Board of Supervisors for the University of Louisiana System of Sewerage and Drainage Servitude Agreement}

THUS DONE AND PASSED by the undersigned parties on this ______ day of ______ 2017, before me the undersigned Notary Public and the undersigned competent witnesses.

WITNESSES:

Printed Name: ____________________________

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

By: ____________________________
Name: Dr. John Nicklow
President of The University of New Orleans

Printed Name: ____________________________
Louisiana Bar Roll/Notary No. __________________
My Commission is for Life.
THUS DONE AND PASSED by the undersigned parties on this _____ day of ______ 2017, before me the undersigned Notary Public and the undersigned competent witnesses.

WITNESSES:

Printed Name:____________________________________

______________________________

Printed Name:____________________________________

______________________________

UNIVERSITY OF NEW ORLEANS RESEARCH AND TECHNOLOGY FOUNDATION, INC.

By:____________________________________

Name:____________________________________

Its:____________________________________

Printed Name:____________________________________

Louisiana Bar Roll/Notary No. __________________

My Commission is for Life.
THUS DONE AND PASSED by the undersigned parties on this ______ day of ______
2017, before me the undersigned Notary Public and the undersigned competent witnesses.

WITNESSES:

Printed Name: ____________________________

Printed Name: ____________________________

HUNTINGTON INGALLS INCORPORATED

By: ____________________________

Name: ____________________________

Its: ____________________________

Printed Name: ____________________________

Mississippi Bar Roll/Notary No. ____________________________

My Commission Expires: ____________________________
EXHIBITS

Exhibit A – Legal Description of The Board Tract
Exhibit B – Legal Description of HRE Tract
Exhibit C – Legal Description of Marrero Tract
Exhibit D – Depiction of the Sewerage System
Exhibit E – Depiction of the Drainage System
EXHIBIT "A"
LEGAL DESCRIPTION OF THE BOARD TRACT
EXHIBIT “B”
LEGAL DESCRIPTION OF HRE TRACT
EXHIBIT C – LEGAL DESCRIPTION OF DRIVEWAY

Commence from the point at the southwest corner of Lot AV-2, the POINT OF BEGINNING; thence go North 17 degrees 09 minutes 16 seconds East a distance of 479.00 feet; thence go North 72 degrees 29 minutes 19 seconds West a distance of 55.8 feet; thence go South 17 degrees 10 minutes 20 seconds West for a distance of 479.00 feet; thence go South 72 degrees 29 minutes 19 seconds East a distance of 55.8 feet to the POINT OF BEGINNING.
EXHIBIT “D”
DEPICTION OF THE SEWERAGE SYSTEM