

**AGENDA**  
**FACILITIES PLANNING COMMITTEE**  
**BOARD OF SUPERVISORS FOR THE**  
**UNIVERSITY OF LOUISIANA SYSTEM**  
**\*12:50 p.m., Thursday, April 12, 2018\*\***  
**Southeastern Nursing School – Room 119**  
**4849 Essen Lane, Baton Rouge, Louisiana**

**MEMBERS:**

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

- A. Call to Order
- B. Roll Call
- C. **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 sell two tracts of property for State Road Widening Project H.002059 to the Louisiana Department of Transportation and Development.

**Board Agenda Item H.3.**

**McNeese State University's** request for approval to enter into a Land Lease with J. Scott Vincent, Lastie Paul Vincent III, and Bordulac, Inc. for the University's use of land located immediately adjacent to Burton Coliseum.

**\*\* Executive Session, pursuant to R.S. 42:17, may be required.**

**Board Agenda Item H.4.**

**University of Louisiana at Lafayette's** request for approval to execute an Act of Correction and Ratification on the Old Charity Hospital property by Dr. E. Joseph Savoie and recordation of same in the Lafayette Parish Clerk of Court's Office to correctly reflect the properties transferred to the Board of Supervisors for the University of Louisiana System.

**Board Agenda Item H.6.**

**University of New Orleans'** request for approval to amend the Contract of Land Lease with the Orleans Parish School Board for the Benjamin Franklin High School site.

**D. Discussion/Action:**

**Board Agenda Item H.5.**

**University of Louisiana at Monroe's** request for approval to lease 3,437 square feet of office and classroom space at the University Medical Office Building located in New Orleans, Louisiana, from the Board of Supervisors of Louisiana State University System.

**E. Other Business**

**F. Adjournment**

**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**FACILITIES PLANNING COMMITTEE**

**April 12, 2018**

**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.

**EXECUTIVE SUMMARY**

The University requests approval to nominate three tracts of University property for lease through the State Mineral Board, and then execute those mineral leases per State Mineral Board procedures. The tracts of land to be offered for lease are as follows:

- A 368.5-acre tract of 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.
- A 298.6-acre tract of the Main Campus located in Sections 22, 23 and 26, Township 18 North, Range 3 West, Lincoln Parish, Louisiana. The site is identified by the Louisiana Office of State Lands as Tract 0010-731002.
- A 13.5-acre tract located in Section 29, Township 18 North, Range 3 West, Lincoln Parish, Louisiana. The site is identified by the Louisiana Office of State Lands as tract 0010-731028.

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. The Mineral Lease Descriptions and plots are attached.

**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.



LOUISIANA TECH  
UNIVERSITY

OFFICE OF THE PRESIDENT

March 15, 2018

LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM:

Louisiana Tech University has been approached to allow properties in Lincoln Parish to be nominated to the State Mineral Board for mineral lease. Specifically the University is requesting 368.47 acres to be nominated for lease. The site is known as the South Campus and is identified by the Louisiana Office of State Lands as tract 0010-731021.

The tract is 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.

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,

A handwritten signature in blue ink that reads "Leslie K. Guice".

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 12th of April, 2018, 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. 30:153(A), 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 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**

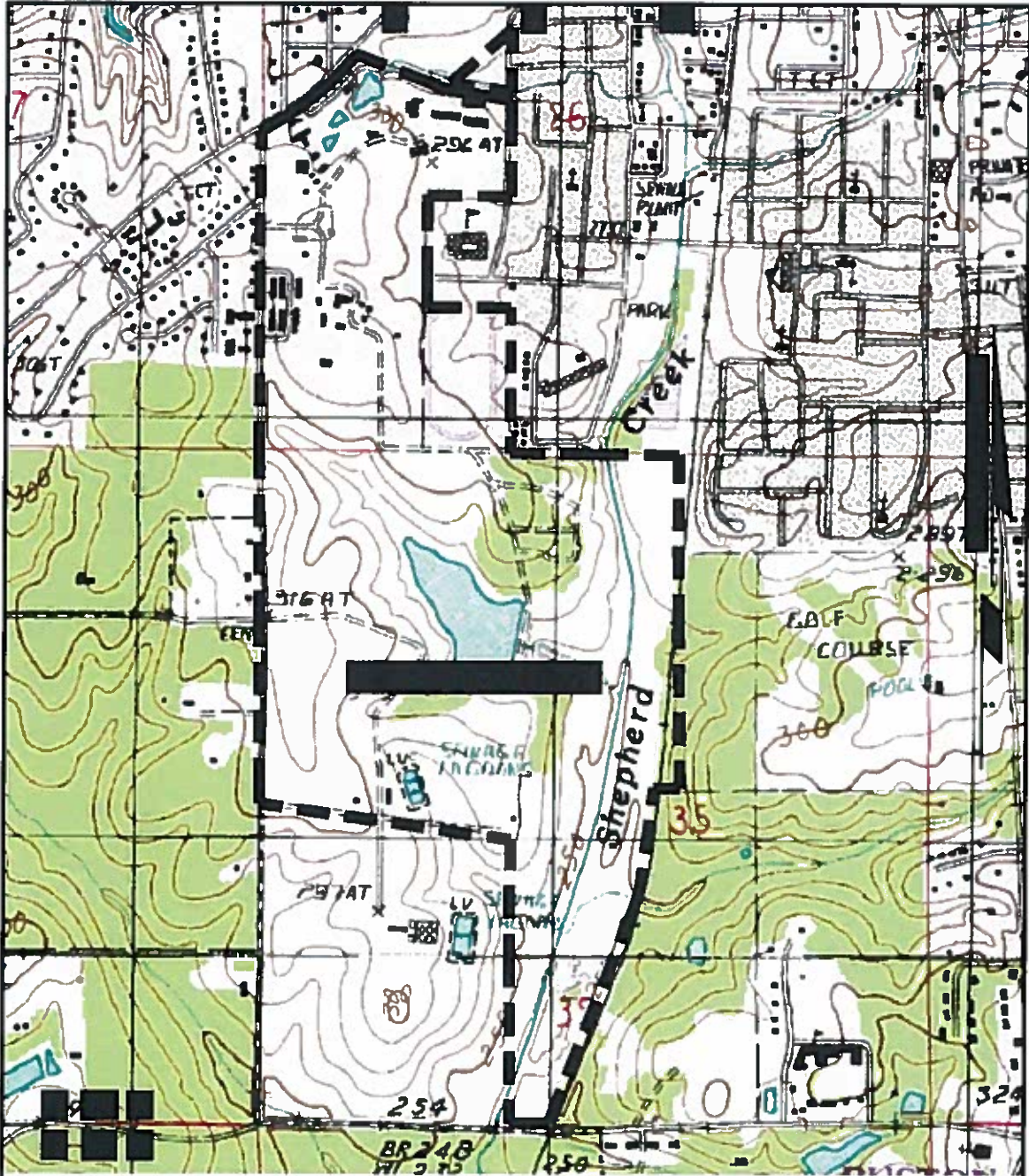
**MINERAL LEASE DESCRIPTION**

**LINCOLN PARISH, LOUISIANA**

**April 12, 2018**

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, being more fully described as follows: That certain tract or parcel of land, containing approximately 368.47 acres, more or less, 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 368.47 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).

BACKGROUND:	1994 Clay and 1994 Ruston West – LA 7.5' Quadrangle
PARISH (ES):	Lincoln Parish
STATE ACREAGE:	Approximately 368.47 Acres
SEC (S) TWP & RANGE:	Sections 26 and 35, T 18 N – R 3 W
TYPE OF TRACT:	State Lands
OVERLAPS:	None



**PLAT TO BE ATTACHED  
TO LEASE PROPOSAL**

LINCOLN PARISH, LOUISIANA



SCALE: 1" = 1,000'





# LOUISIANA TECH UNIVERSITY

OFFICE OF THE PRESIDENT

March 15, 2018

LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM:

Louisiana Tech University has been approached to allow properties in Lincoln Parish to be nominated to the State Mineral Board for mineral lease. Specifically the University is requesting 298.63 acres to be nominated for lease. The site known as the Main Campus and is identified by the Louisiana Office of State Lands as tract 0010-731002.

The tract is located in Sections 22, 23 and 26, Township 18 North - Range 3 West, Lincoln Parish, Louisiana. The site is identified by the Louisiana Office of State Lands as tract 0010-731002. 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,

A handwritten signature in blue ink that reads "Leslie K. Guice".

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 12th of April, 2018, 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 22, 23 and 26, Township 18 North – Range 3 West, Lincoln Parish, Louisiana, more fully described as being a part of LA Tech University – Main Campus Tract No. 0010-731002. 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. 30:153(A), et seq, to authorize the Louisiana State Mineral and Energy Board to nominate the approximately 298.63 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 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**

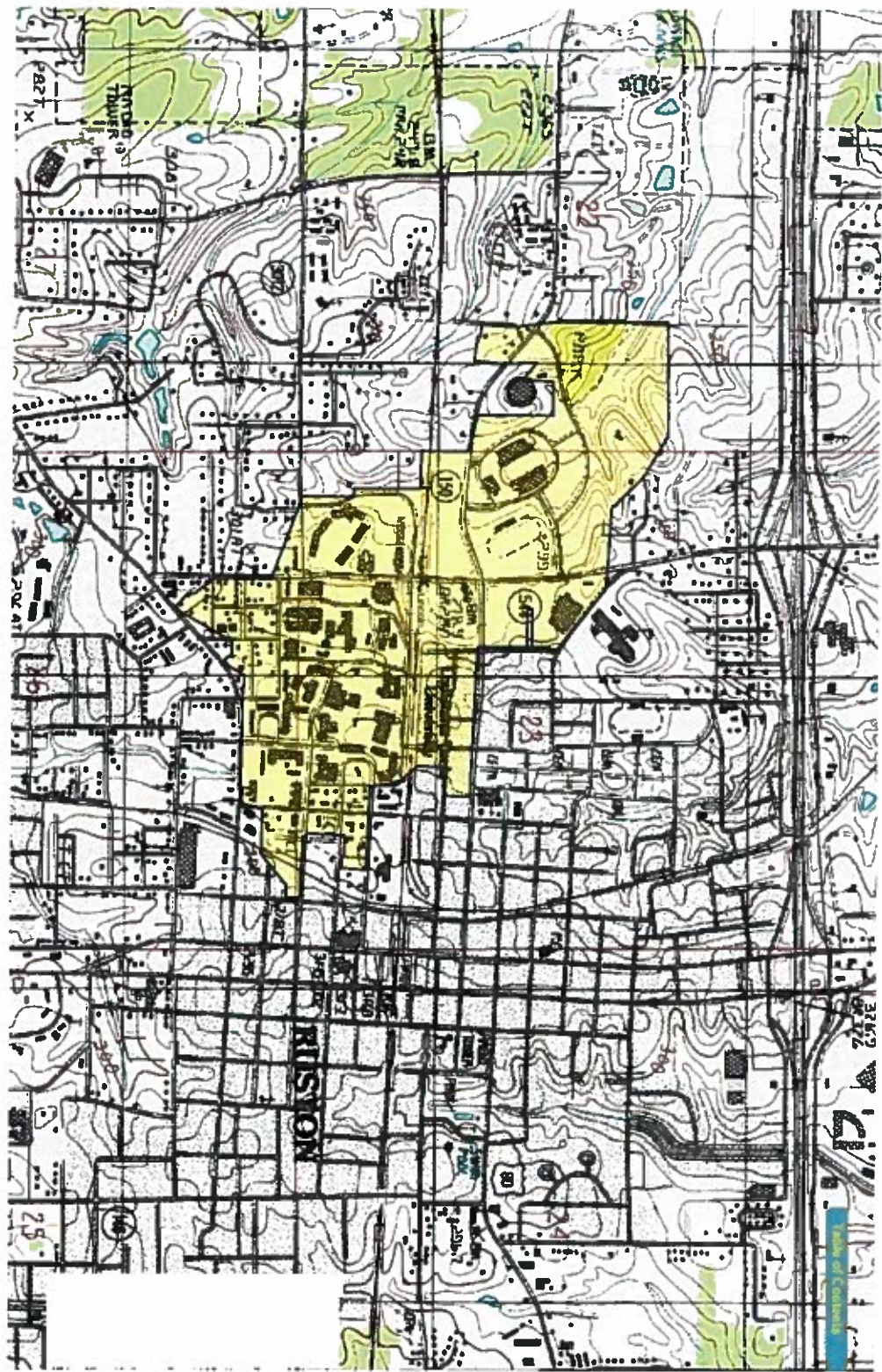
**MINERAL LEASE DESCRIPTION**

**LINCOLN PARISH, LOUISIANA**

**April 12, 2018**

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 April 11, 2018, being more fully described as follows: That certain tract or parcel of land, situated in Sections 22, 23, and 26, Township 18 North ' Range 3 West, Fronting on California A venue, Lincoln Parish, Louisiana , more fully described as being a part of LA Tech University ' Main Campus Tract No. 0010-731002, acquisition information can be found in the Lincoln Parish Clerks of Court Office, containing approximately 298.63 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).

BACKGROUND:	1994 Ruston West – LA 7.5' Quadrangle
PARISH (ES):	Lincoln Parish
STATE ACREAGE:	Approximately 298.63 Acres
SEC (S) TWP & RANGE:	Sections 22, 23, and 26, Township 18 North Range 3 West
TYPE OF TRACT:	State Lands
OVERLAPS:	None





# LOUISIANA TECH UNIVERSITY

OFFICE OF THE PRESIDENT

March 15, 2018

LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM:

Louisiana Tech University has been approached to allow properties in Lincoln Parish to be nominated to the State Mineral Board for mineral lease. Specifically the University is requesting 13.5 acres to be nominated for lease. The site is identified by the Louisiana Office of State Lands as tract 0010-731028.

The tract is located in Section 29, Township 18 North, Range 3 West, Lincoln Parish, Louisiana. The site is identified by the Louisiana Office of State Lands as tract 0010-731028. 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,

A handwritten signature in blue ink that reads "Leslie K. Guice".

Leslie K. Guice  
President

A MEMBER OF THE UNIVERSITY OF LOUISIANA SYSTEM

P.O. BOX 3168 • RUSTON, LA 71272-0001 • TEL: (318) 257-3785 • FAX: (318) 257-2928

AN EQUAL OPPORTUNITY UNIVERSITY

## 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 12<sup>th</sup> of April, 2018, 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 Leggett Smith Arboretum located in Section 29, Township 18 North, Range 3 West, Lincoln Parish, Louisiana. The site is identified by the Louisiana Office of State Lands as tract 0010-731028. 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. 30:153(A), et seq, to authorize the Louisiana State Mineral and Energy Board to nominate the approximately 13.5 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 per acre cash bonus;

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

**Exhibit A**

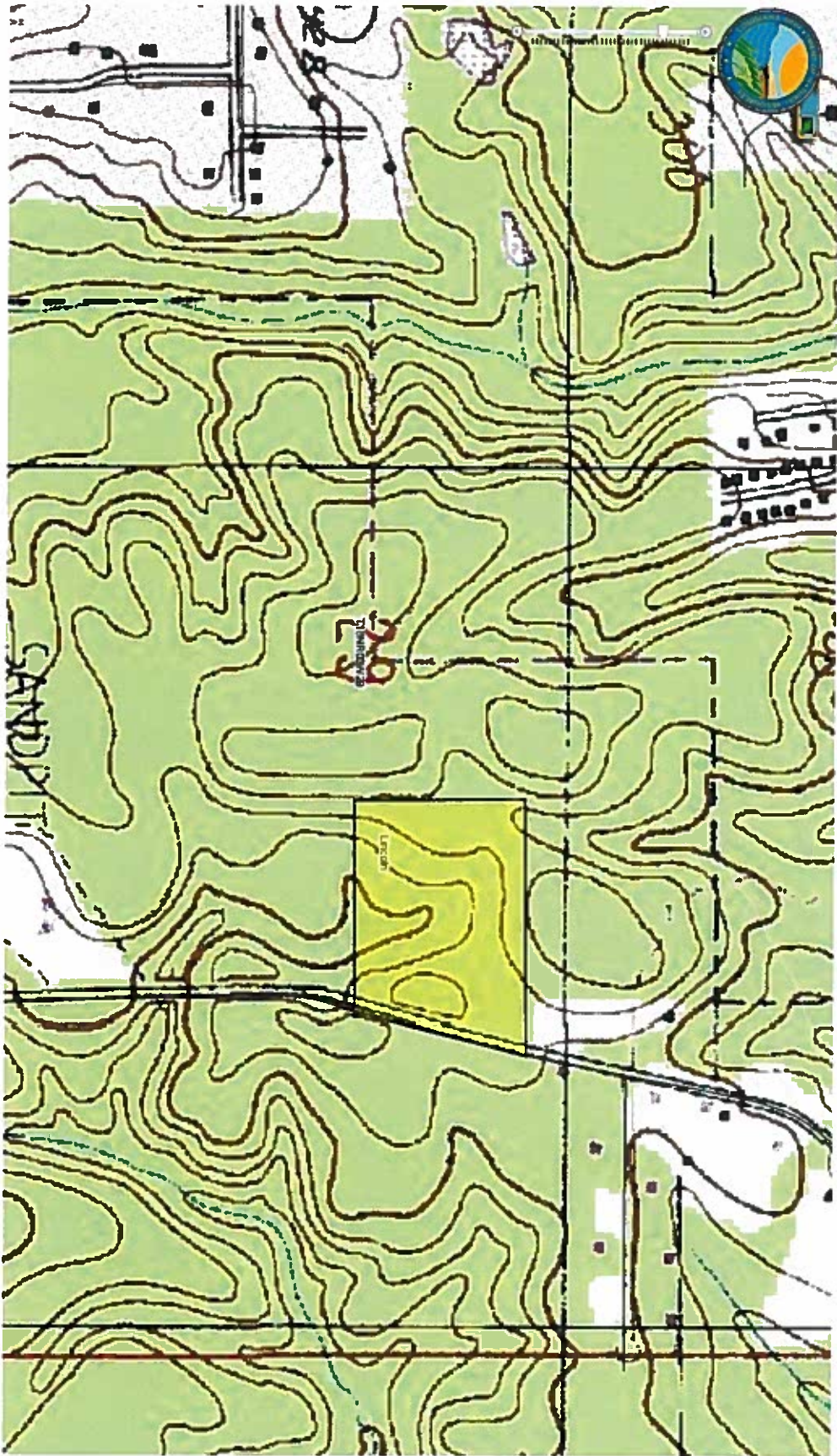
**MINERAL LEASE DESCRIPTION**

**LINCOLN PARISH, LOUISIANA**

**April 12, 2018**

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, being more fully described as follows: That certain tract or parcel of land, containing approximately 13.50 acres, more or less, situated in Sections 29, Township 18 North ' Range 3 West, Lincoln Parish, Louisiana, more fully described as being a part of LA Tech University and listed by Louisiana Office of State Lands as tract 0010-731028, acquisition information can be found in the Lincoln Parish Clerks of Court Office, containing approximately 13.50 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).

PARISH (ES):	Lincoln Parish
STATE ACREAGE:	Approximately 368.47 Acres
SEC (S) TWP & RANGE:	Sections 29, T 18 N – R 3 W
TYPE OF TRACT:	State Lands
OVERLAPS:	None





**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**FACILITIES PLANNING COMMITTEE**

**April 12, 2018**

- Item H.2.** McNeese State University's request for approval to sell two tracts of property for State Road Widening Project H.002059 to the Louisiana Department of Transportation and Development.

**EXECUTIVE SUMMARY**

McNeese seeks approval to sell two certain tracts or parcels of land, together with all the improvements situated thereon, and all of the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in Section 19, Township 10 South, Range 8 West, Calcasieu Parish, Louisiana, identified as PARCEL NUMBER 3-4 and PARCEL NUMBER 3-7 as shown on Sheet Number 3 of the property map for STATE PROJECT NO. H.002059, LOUISIANA (State Hwy. 384 @ State Hwy 385). This State project will benefit the community and the University in that it will alleviate traffic congestion along one of the main traffic arteries in the City of Lake Charles and bordering the University's main campus.

An appraisal commissioned by the Louisiana Department of Transportation and Development was prepared on December 2, 2017, and the property was valued at \$105,796.

**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 sell two tracts of property for State Road Widening Project H.002059 to the Louisiana Department of Transportation and Development.*

***BE IT FURTHER RESOLVED,** that McNeese State University shall obtain final review from UL 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 documents.*

***BE IT FURTHER RESOLVED,** that the President of McNeese State University and/or his designee are hereby authorized and directed to execute the act of sale described herein and any and all documents necessary in connection with the sale of the property described herein.*

***AND FURTHER,** that McNeese State University will provide the System office with copies of all final executed documents for Board files.*



H2

March 21, 2018

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 to sell two tracts of property for State Road Widening Project H.002059.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the April 12, 2018 meeting.

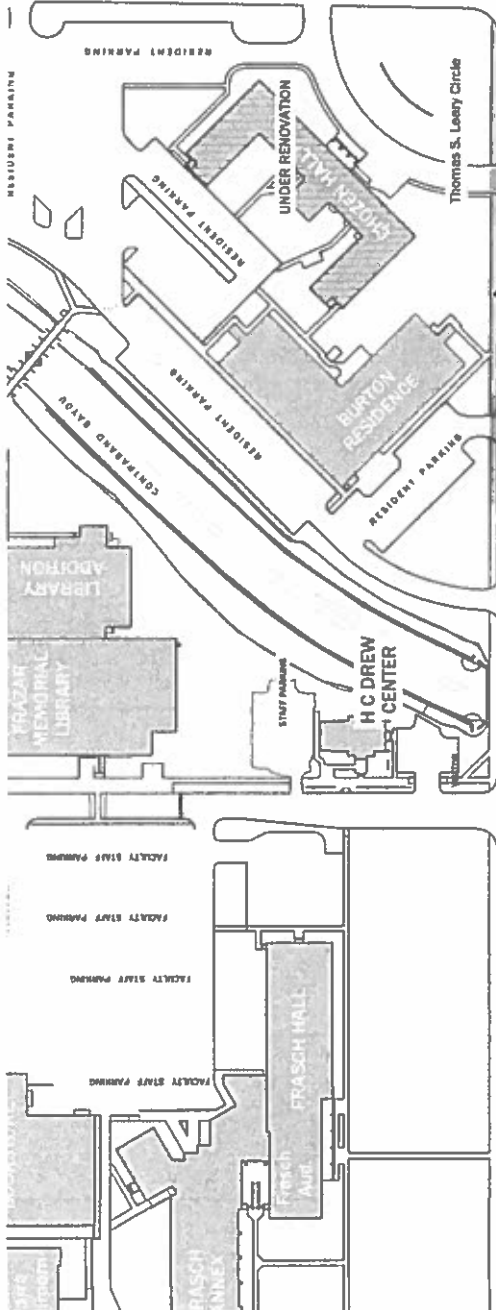
Thank you for your attention in this matter.

Sincerely,

Dr. Daryl V. Burckel  
President

Enclosures

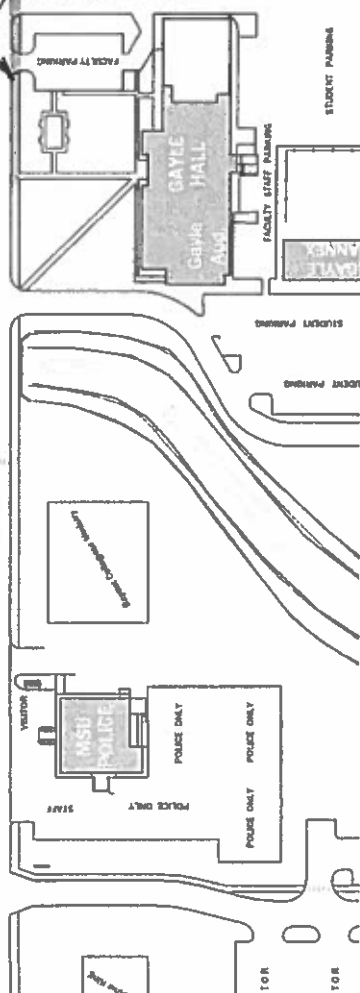
EAST MCNEESE STREET (LA 301)



PARCEL 3-4

RYAN STREET (LA 385)

PARCEL 3-7



STATE PROJECT NO. H.002059  
LA 384 @ LA 385  
LA 384 & LA 385  
CALCASIEU PARISH  
PARCEL NO(S). 3-4 & 3-7

**S A L E**

STATE OF LOUISIANA:  
PARISH OF CALCASIEU:

For the price and on the terms and conditions hereinafter set forth, MCNEESE STATE UNIVERSITY, (TIN XX-XXX-\_\_\_\_\_) herein represented by Dr. Daryl Burckel, its PRESIDENT, duly authorized to appear herein as per resolution of BOARD OF TRUSTEES, UNIVERSITY OF LOUISIANA SYSTEM dated \_\_\_\_\_, a copy attached hereto and made a part hereof, being hereinafter sometimes referred to as the "Vendor", have bargained and sold and do hereby grant, bargain, sell, transfer, assign, set over, convey and deliver under all lawful warranties and with substitution and subrogation to all of their rights and actions of warranty, unto the DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT OF THE STATE OF LOUISIANA, herein represented by Hubert Graves, Real Estate Administrator of said Department of Transportation and Development, P.O. Box 94245, Baton Rouge, Louisiana 70804-9245, authorized herein by Policy and Procedure Memorandum No. 5, dated December 16, 1976, as amended and revised, issued by the Secretary of the Louisiana Department of Transportation and Development, being hereinafter referred to as the "Department", who accepts this sale on behalf of the Department of Transportation and Development, the following described property, situated in the Parish of Calcasieu, Louisiana, to-wit:

**D E S C R I P T I O N**

Two (2) certain tracts or parcels of land, together with all the improvements situated thereon, and all of the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in Section 19, Township 10 South, Range 8 West, Calcasieu Parish, Louisiana, identified as PARCEL NUMBER 3-4 and PARCEL NUMBER 3-7 as shown on Sheet Number 3. of the property map for STATE PROJECT NO. H.002059, LOUISIANA, prepared by Douglas A. Domingue, Professional Land Surveyor, dated October 10, 2016, said map being attached hereto and made a part hereof, which property is more particularly described as follows:

**PARCEL NO. 3-4**

From a point on the centerline of State Project No. H.002059, at Station 112+84.20, proceed S88°59'41"E a distance of 29.94 feet to the point of beginning; thence proceed N1°0'31"E a distance of 415.80 feet to a point and corner; thence proceed S3°29'12"E a distance of 83.31 feet to a point and corner; thence proceed S0°49'44"E a distance of 63.18 feet to a point and corner; thence proceed S0°49'44"E a distance of 11.50 feet to a point and corner; thence proceed S1°11'22"W a distance of 264.01 feet to a point and corner; thence proceed N52°52'51"W a distance of 10.01 feet to the point of beginning; All of which comprises Parcel

3-4 as shown on SHEET 3 of the Right of Way Plans of State Project No. H.002059, and contains an area of 3069.9 square feet or 0.070 acres.

PARCEL NO. 3-7

From a point on the centerline of State Project No. H.002059, at Station 115+22.56, proceed N88°48'3"W a distance of 30.04 feet to the point of beginning; thence proceed N88°48'4"W a distance of 8.43 feet to a point and corner; thence proceed N1°12'11"E a distance of 30.58 feet to a point and corner; thence proceed N3°1'21"E a distance of 39.56 feet to a point and corner; thence proceed N3°49'44"E a distance of 23.46 feet to a point and corner; thence proceed N4°57'14"E a distance of 83.97 feet to a point and corner; thence proceed S1°0'31"W a distance of 177.34 feet to the point of beginning; All of which comprises Parcel 3-7 as shown on SHEET 3 of the Right of Way Plans of State Project No. H.002059, and contains an area of 948.6 square feet or 0.022 acres.

Being a portion of the same property Vendor acquired by Act of Donation, dated September 25, 1950, and recorded on October 7, 1950, Entry Number 477583, Donation Book 2, Page 244 recorded in conveyance records of Calcasieu Parish, Louisiana.

This sale and conveyance is made for and in consideration of the price and sum of ONE HUNDRED SIX THOUSAND, TWO HUNDRED FIFTY-THREE AND NO/100 (\$106,253.00) DOLLARS, which price the Department hereby binds and obligates itself to pay to Vendor upon the approval by the Department of Vendor's good and unencumbered title to the hereinabove described property.

There is specifically included in this present sale and conveyance all of the improvements situated wholly or partially on the hereinabove described property, including but not necessarily restricted to Vendor's Concrete Curbing, Concrete Sidewalk, and Concrete Driveway together with the appurtenances thereto.

As part of the consideration above recited Vendor agrees to retain, remove, and relocate all signs located on the parcels outside the required right of way and to relieve, release, and hold harmless the Department from any liability in connection therewith; said signs to be removed within thirty (30) days from the date hereof and failure to so remove same within thirty (30) days will result in the signs becoming the property of the Department, to be demolished, removed or relocated at the Department's election without any liability to Vendor therefor.

Vendor acknowledges and agrees that the consideration provided herein constitutes full and final payment for the property hereby conveyed and for any and all diminution in the value of the Vendor's remaining property as a result of the transfer of this property for highway purposes.

The consideration recited herein represents full and final settlement of all claims of any kind to the full extent of the Vendor's loss, except relocation assistance claims where applicable, and specifically represents a compromise by all parties to avoid formal expropriation proceedings and the added expenses of litigation.

All ad valorem taxes assessed against the above-described property for the four (4) years immediately preceding the current year have been paid. Taxes for the current year will be prorated in accordance with the provisions of Act No. 123 of the Legislature of the State of Louisiana for the year 1954.

It is understood and agreed that Vendor reserves unto himself, his heirs and assigns, all oil and gas minerals beneath the area hereinabove described, it is specifically understood, however that while no exploration, drilling, nor mining of oil or gas minerals of any kind shall be conducted upon said area, there may be directional drilling from adjacent lands to extract the oil or gas minerals from said area.

IN TESTIMONY WHEREOF, the parties hereto have signed and executed and acknowledged this instrument as their free and voluntary acts, in triplicate originals in the presence of the undersigned competent witnesses, as of the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

WITNESSES:

MCNEESE STATE UNIVERSITY

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_  
BY: DR. DARYL BURCKEL  
ITS: PRESIDENT

DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT OF THE STATE  
OF LOUISIANA

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_  
HUBERT GRAVES  
REAL ESTATE ADMINISTRATOR

AFFIDAVIT

STATE OF LOUISIANA  
PARISH OF CALCASIEU;

BEFORE ME, the undersigned authority, duly qualified in and for the aforesaid Parish and State, personally came and appeared Dr. Daryl Burckel, representing MCNEESE STATE UNIVERSITY, being of the full age of majority and personally known to me, Notary, who, by me having been duly sworn, declared and acknowledged: That he signed the above and foregoing instrument on the date thereof for the objects and purposes therein expressed, and acknowledged the same as her voluntary act and deed.

IN FAITH THEREOF, Appearer executed this acknowledgment in the Parish of Calcasieu, State of Louisiana, on this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

WITNESSES:

MCNEESE STATE UNIVERSITY

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
BY: DR. DARYL BURCKEL  
ITS: PRESIDENT

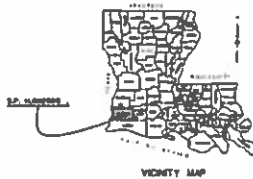
\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF LOUISIANA  
 DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT  
 RIGHT OF WAY PROPERTY MAP OF PROPOSED  
 STATE HIGHWAY

STATE PROJECT NO. H.002059

LA 384 @ LA 385  
 CALCASIEU PARISH  
 La 384 & La 385

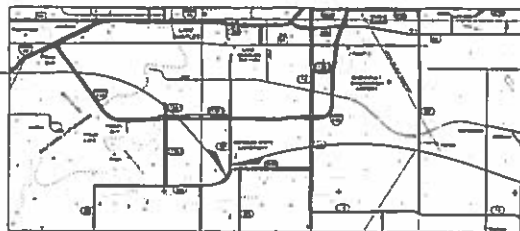


LOCATION OF WORK

SECTION	LSR MILE	SSR	DSR
100-00	4.100	4.400	
100-01	0.000	0.111	

BEGIN PROJECT  
 C.S. 382-00  
 LDC MILE 4.100  
 STA. 100+00.00

END PROJECT  
 C.S. 100-01  
 LDC MILE 0.111  
 STA. 11+00.00



LAYOUT MAP

SCALE: 1 INCH = 1 MILE



PROJECT NO.	H.002059
DATE	10/15/04
DESIGNED BY	...
CHECKED BY	...
APPROVED BY	...
STATE OF LOUISIANA	
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT	
OFFICE OF THE STATE ENGINEER	
MONROE, LOUISIANA	

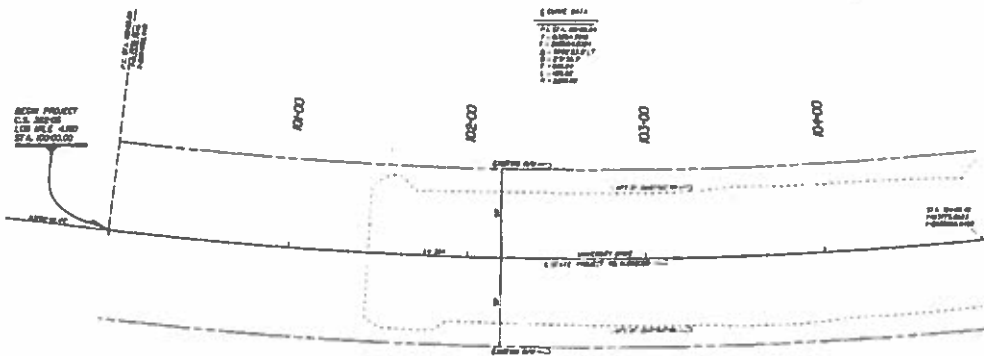
100-00118 - 100-01118  
 Final Right of Way Map





Fixed Right of Way Map

SOUTHWESTERN LAND DISTRICT  
TICKS - ROW  
SECTION 19



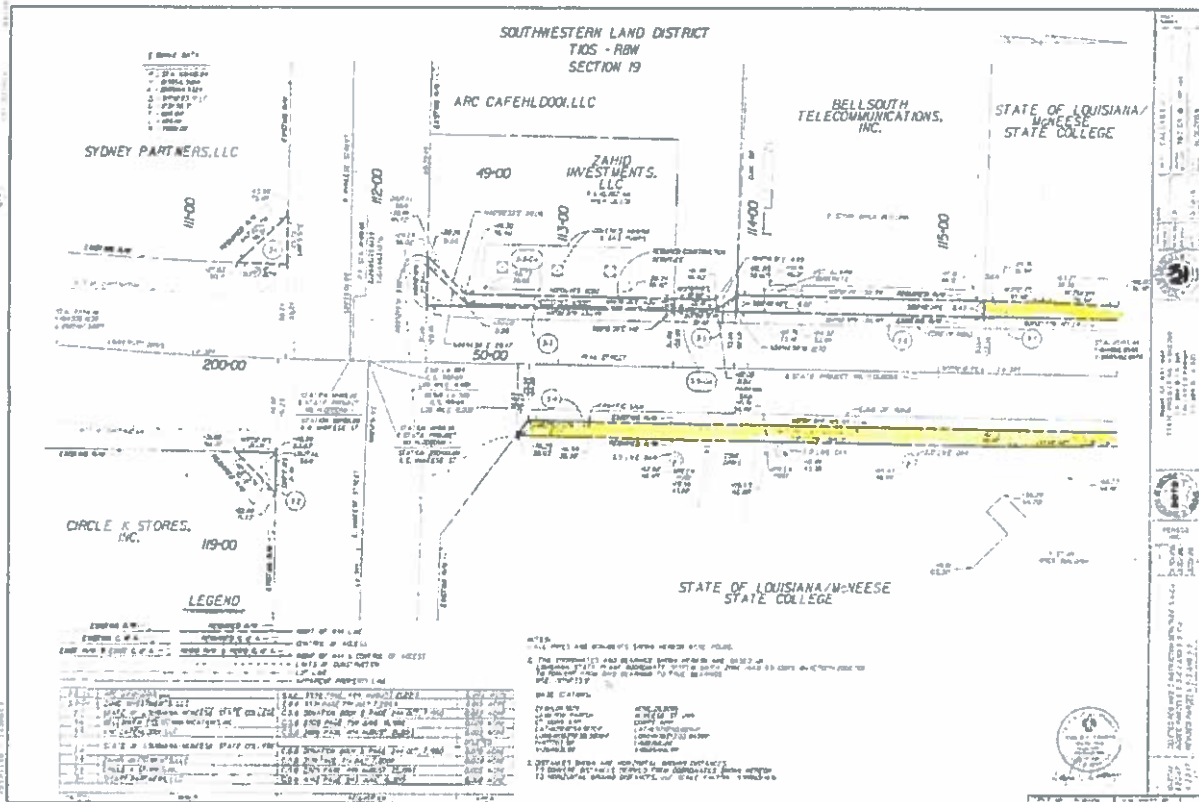
Legend  
 1 - ROW  
 2 - Easement  
 3 - Easement  
 4 - Easement  
 5 - Easement  
 6 - Easement

**LEGEND**  
 --- ROAD OF WAY LINE  
 --- EASEMENT  
 --- EASEMENT  
 --- EASEMENT  
 --- EASEMENT  
 --- EASEMENT

NOTES  
 1. THE ROW AND EASEMENT LINES SHOWN HEREON ARE BASED ON THE DATA PROVIDED BY THE APPLICANT AND THE FIELD SURVEY. THE APPLICANT IS RESPONSIBLE FOR THE ACCURACY OF THE DATA AND THE FIELD SURVEY. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE FIELD SURVEY AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE DATA PROVIDED BY THE APPLICANT.  
 2. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE FIELD SURVEY AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE DATA PROVIDED BY THE APPLICANT.  
 3. THE ENGINEER HAS CONDUCTED A VISUAL INSPECTION OF THE FIELD SURVEY AND HAS FOUND IT TO BE IN ACCORDANCE WITH THE DATA PROVIDED BY THE APPLICANT.

PROJECT INFORMATION		DATE	
PROJECT NAME	SECH PROJECT	DATE	10/10/19
PROJECT NUMBER	19-001	DATE	10/10/19
PROJECT LOCATION	SECTION 19, T10S, R10W	DATE	10/10/19
PROJECT OWNER	SECH PROJECT	DATE	10/10/19
PROJECT ENGINEER	...	DATE	10/10/19

Final Right of Way Map



- Legend
- 1. 20' EASEMENT
  - 2. 10' EASEMENT
  - 3. 5' EASEMENT
  - 4. 10' EASEMENT
  - 5. 15' EASEMENT
  - 6. 20' EASEMENT
  - 7. 25' EASEMENT
  - 8. 30' EASEMENT
  - 9. 35' EASEMENT
  - 10. 40' EASEMENT
  - 11. 45' EASEMENT
  - 12. 50' EASEMENT
  - 13. 55' EASEMENT
  - 14. 60' EASEMENT
  - 15. 65' EASEMENT
  - 16. 70' EASEMENT
  - 17. 75' EASEMENT
  - 18. 80' EASEMENT
  - 19. 85' EASEMENT
  - 20. 90' EASEMENT
  - 21. 95' EASEMENT
  - 22. 100' EASEMENT

LEGEND

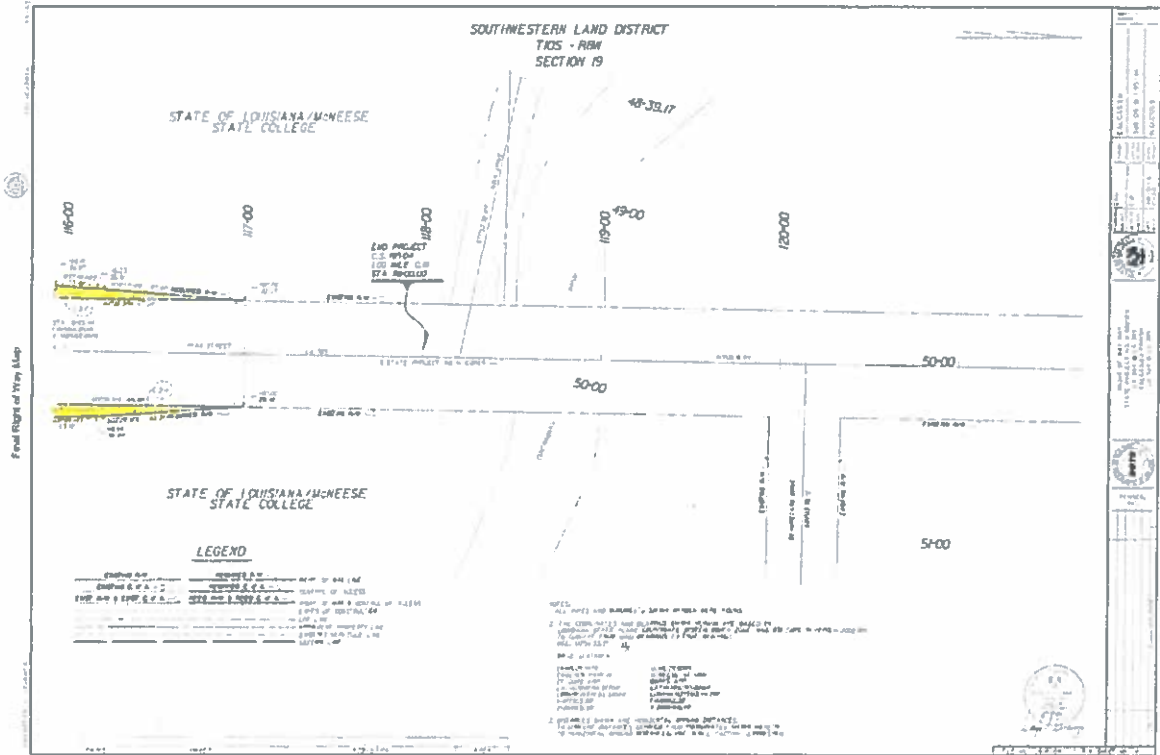
SYMBOL	DESCRIPTION
(Symbol)	20' EASEMENT
(Symbol)	10' EASEMENT
(Symbol)	5' EASEMENT
(Symbol)	10' EASEMENT
(Symbol)	15' EASEMENT
(Symbol)	20' EASEMENT
(Symbol)	25' EASEMENT
(Symbol)	30' EASEMENT
(Symbol)	35' EASEMENT
(Symbol)	40' EASEMENT
(Symbol)	45' EASEMENT
(Symbol)	50' EASEMENT
(Symbol)	55' EASEMENT
(Symbol)	60' EASEMENT
(Symbol)	65' EASEMENT
(Symbol)	70' EASEMENT
(Symbol)	75' EASEMENT
(Symbol)	80' EASEMENT
(Symbol)	85' EASEMENT
(Symbol)	90' EASEMENT
(Symbol)	95' EASEMENT
(Symbol)	100' EASEMENT

NOTES

1. ALL NOTES AND DIMENSIONS REFER TO THE PLAN.
2. THE PROPERTY IS TO BE DIVIDED INTO LOTS AND SIZED AS SHOWN ON THIS PLAN. DIMENSIONS GIVEN IN THIS PLAN ARE TO BE CONSIDERED TO TAKE PRECEDENCE OVER ANY OTHER DIMENSIONS.
3. THE PROPERTY IS TO BE DIVIDED INTO LOTS AND SIZED AS SHOWN ON THIS PLAN. DIMENSIONS GIVEN IN THIS PLAN ARE TO BE CONSIDERED TO TAKE PRECEDENCE OVER ANY OTHER DIMENSIONS.
4. THE PROPERTY IS TO BE DIVIDED INTO LOTS AND SIZED AS SHOWN ON THIS PLAN. DIMENSIONS GIVEN IN THIS PLAN ARE TO BE CONSIDERED TO TAKE PRECEDENCE OVER ANY OTHER DIMENSIONS.



STATE OF LOUISIANA  
 PROFESSIONAL ENGINEER  
 No. 12345  
 EXPIRES 12/31/2023



Final Right of Way Map

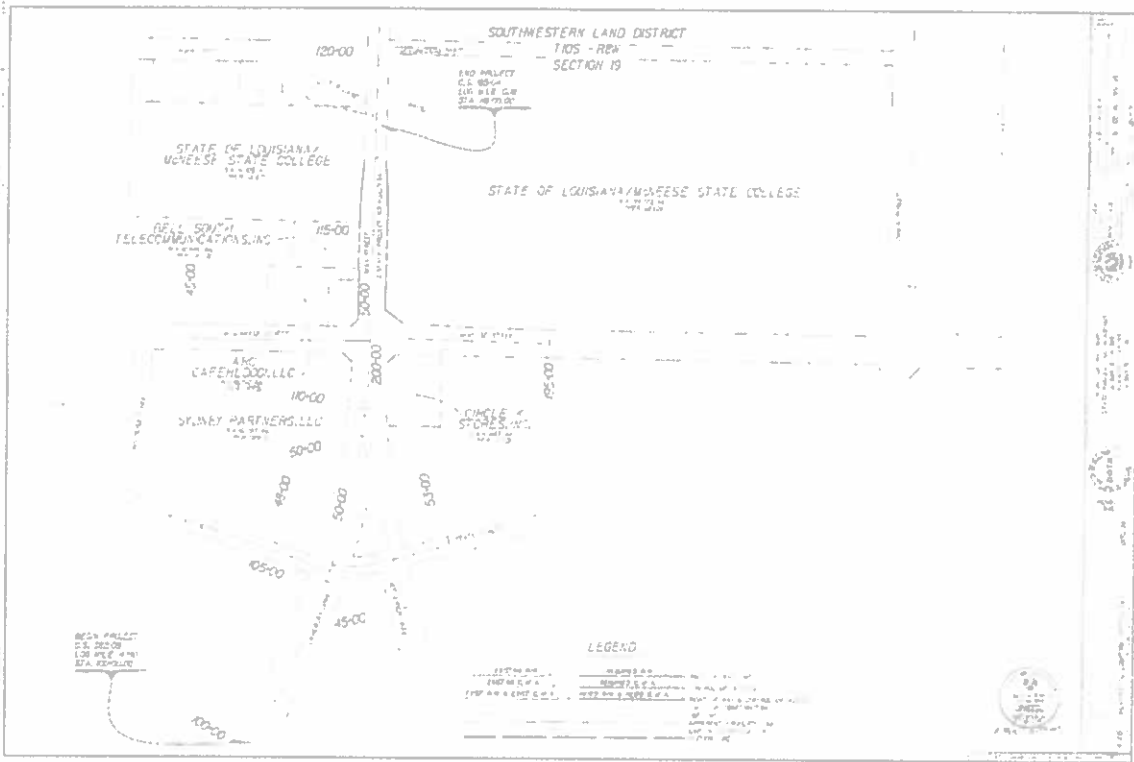
STATE OF LOUISIANA  
DEPARTMENT OF REVENUE  
REVENUE OFFICE

REVENUE OFFICE  
STATE OF LOUISIANA  
REVENUE OFFICE

REVENUE OFFICE  
STATE OF LOUISIANA  
REVENUE OFFICE

REVENUE OFFICE  
STATE OF LOUISIANA  
REVENUE OFFICE

Final Right of Way Map



**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**FACILITIES PLANNING COMMITTEE**

**April 12, 2018**

- Item H.3.**     **McNeese State University's** request for approval to enter into a Land Lease with J. Scott Vincent, Lastie Paul Vincent III, and Bordulac, Inc. for the University's use of land located immediately adjacent to Burton Coliseum.

**EXECUTIVE SUMMARY**

J. Scott Vincent, owner of approximately 100 acres of land immediately adjacent to Burton Coliseum, has offered to lease the land to McNeese State University in exchange for \$1 per year and for McNeese to maintain the property by mowing the grass, removing nuisance trees on the property, and other general maintenance as a prudent administrator of the land. The lease would allow for McNeese to build and mend fences as necessary and to construct and maintain gates and corrals as needed to secure and hold livestock in a safe manner.

Currently, the McNeese Rodeo Team houses its animals at Burton Coliseum. The amount of space is not adequate for the number of animals that are maintained and, in order to exercise and graze the animals, they must be transported several miles to the McNeese State University Farm property risking injury to the animals and at some cost to the University and to those involved with the McNeese Rodeo Team activities.

Having use of this property will provide numerous benefits to McNeese, including reduced wear and tear on University vehicles, reduced stress on the animals, reduced costs of feeding the animals, reduced workload on the limited employees at Burton Coliseum, and reduced grazing pressure at the McNeese Farm.

The primary term of this lease is from the date of signature of this agreement until December 31, 2018, and the lease contains options for two additional two-year terms.

**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 enter into a Land Lease with J. Scott Vincent, Lastie Paul Vincent III, and Bordulac, Inc. for the University's use of land located immediately adjacent to Burton Coliseum.

***BE IT FURTHER RESOLVED***, that McNeese State University shall obtain final review from UL 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 documents.

***BE IT FURTHER RESOLVED***, that the President of McNeese State University and/or his designee are hereby authorized and directed to execute the Lease described herein and any and all documents necessary in connection with the Lease described herein.

***AND FURTHER***, that McNeese State University will provide the System office with copies of all final executed documents for Board files.



H 3

March 27, 2018

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 enter into a land lease with J. Scott Vincent, Lastie Paul Vincent, III, and Bordulac, Inc. for McNeese State University's use of land located immediately adjacent to Burton Coliseum.

Please place this item on the ULS Board of Supervisor's agenda for consideration and approval at the April 12, 2018 meeting.

Thank you for your attention in this matter.

Sincerely,

Dr. Daryl V. Burckel  
President

Enclosures



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## **GROUND LEASE AGREEMENT**

by and between

**Board of Supervisors for the University of Louisiana System**  
State of Louisiana  
(as Lessee)

and

**J. Scott Vincent;**  
**Lastie Paul Vincent, III; and**  
**Bordulac, Inc.**  
(as Lessor)

**Dated as of April \_\_, 2018**

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GROUND LEASE

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# GROUND LEASE

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## GROUND LEASE

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GROUND LEASE

GROUND LEASE AGREEMENT

This GROUND LEASE AGREEMENT (together with any amendment hereto or supplement hereof, the "Ground Lease") effective \_\_\_\_\_, 2018, is entered into by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM, a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of McNeese State University (the "University"), represented herein by the University President, Daryl V. Burckel (the "Board") and J. SCOTT VINCENT, an individual of the full age of majority a resident of and domiciled in Lake Charles, Calcasieu Parish, Louisiana; LASTIE PAUL VINCENT, III, an individual of the full age of majority a resident of and domiciled in Lake Charles, Calcasieu Parish, Louisiana; and BORDULAC, INC., a Louisiana domiciliary corporation with its principal place of business established in Calcasieu Parish, Louisiana, herein represented by its duly authorized officer, J. Scott Vincent (collectively the "Lessor").

WITNESSETH

WHEREAS, the Board is a public constitutional corporation organized and existing under the laws of the State of Louisiana (the "State") and the University is a university under its management pursuant to Louisiana Revised Statutes 17:3217;

WHEREAS, the Lessor is the sole owner of a 100 acre tract of land, more or less, situated immediately adjacent to the Burton Coliseum complex located in Lake Charles, Calcasieu Parish, Louisiana (the "Land"), which Lessor is desirous of leasing to the Board, the benefits of which would inure to the University and the Lessor;

WHEREAS, pursuant to La. R.S. 17:3351 (2) and (18) the Board is respectively authorized to (i) actively seek and accept donations, bequests, or other forms of financial assistance for educational purposes from any private person and (ii) perform such other functions as are necessary or incidental to the supervision and management of the university system it supervises and manages;

WHEREAS, in order to further these functions of the Board, by providing adequate and appropriate facilities to assist the University in carrying on its educational mission, the Board deems it advisable that it lease from the Lessor the Land under the terms, conditions and provisions more fully set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements which follow, the parties hereby agree as follows:

## GROUND LEASE

### ARTICLE ONE LEASE OF PROPERTY - TERMS OF LEASE

Section 1.01. Lease of Land The Lessor does hereby let, demise, and rent unto the Board, and the Board does hereby rent and lease from the Lessor, the real property (the "Land") more particularly described on **Exhibit A** attached hereto, together with all existing improvements, alterations, additions and attached fixtures located on the Land, and the right of uninterrupted access to and from all streets and roads now or hereafter adjoining the Land for vehicular and pedestrian ingress and egress. The Board, by execution of this Ground Lease, accepts the leasehold estate herein demised subject only to the matters described on **Exhibit B** attached hereto.

Section 1.02. Habendum. To have and to hold the Land together with all and singular the rights, privileges, and appurtenances thereto attaching or anywise belonging, exclusively unto the Board, its successors and assigns, for the term set forth in Section 1.03 below, subject to the covenants, agreements, terms, provisions, and limitations herein set forth.

Section 1.03. Term. Unless sooner terminated as herein provided, this Ground Lease shall continue and remain in full force and effect for a term commencing on the effective date hereof and ending at midnight on December 31, 2021, or on the expiration of any optional period provided for in Section 1.04 hereof (the "Expiration Date"). Notwithstanding the foregoing, this Lease shall terminate prior to the Expiration Date upon the happening of the events set forth in Section 1.01 herein.

Section 1.04. Renewal Options. Notwithstanding anything to the contrary contained within this Ground Lease, the Board shall have two (2) options to renew this Ground Lease for two (2) additional two (2) year terms, provided the Board gives written notice to the Lessor, at the notice addresses stated in Section 1.02 herein, not less than thirty (30) days prior to the Expiration Date of the Ground Lease, or the Expiration Date of any additional optional period.

Section 1.05. Lessor's Right To Terminate. In the event Lessor sells the Land subject to this Ground Lease, Lessor, upon thirty (30) days advance written notice to the Board may terminate this lease.

### ARTICLE TWO DEFINITIONS

Section 2.01. Definitions. In addition to such other defined terms as may be set forth in this Lease, the following terms shall have the following meanings:

"**Affiliate**" means, with respect to a designated Person under this Lease, any other Person that, directly or indirectly, controls is controlled by, or is under common control with such designated Person. For purposes of this definition, the term "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person.

"**Applicable Laws**" means all present and future statutes, regulations, ordinances, resolutions

## GROUND LEASE

and orders of any Governmental Authority which are applicable to the parties performing their obligations under this Ground Lease.

**“Board”** means Board of Supervisors for the University of Louisiana System or its legal successor as management board of the University, acting herein on behalf of the University.

**“Board Representative”** means one or more of the persons designated and authorized in writing from time to time by the Board to represent the Board in exercising the Board's rights and performing the Board's obligations under this Lease, including but not limited to the President of the University of Louisiana System, or his or her designee, the Director of Facility Planning for the University of Louisiana System or his or her designee, of whom the Corporation has been notified in writing.

**“Board's Interest”** means the Board's leasehold interest in and to the Land.

**“Business Day”** means a day excluding any Holiday during which the University is open for business.

**“Commencement Date”** means the effective date of this Lease.

**“Event of Default”** means any matter identified as an event of default under Section 11.01 hereof.

**“Expiration Date”** means the expiration date of this Lease as set forth in Section 1.03 hereof, or expiration of the term of any optional period provided for in Section 1.04 hereof.

**“Force Majeure”** means any (a) act of God, landslide, lightning, earthquake, hurricane, tornado, blizzard and other adverse and inclement weather, fire, explosion, flood, act of a public enemy, act of terrorism, war, blockade, insurrection, riot, or civil disturbance; (b) labor dispute, strike, work slowdown, or work stoppage; (c) order or judgment of any Governmental Authority, if not the result of willful or negligent action of the Board; (d) adoption of or change in any Applicable Laws after the date of execution of this Ground Lease; (e) any actions by the Board which may cause delay; or (f) any other similar cause or similar event beyond the reasonable control of the Board.

**“Governmental Authority”** means any federal, State, parish, regional, or local government, political subdivision, any governmental agency, department, authority, instrumentality, bureau, commission, board, official, or officer, any court, judge, examiner, or hearing officer, any legislative, judicial, executive, administrative, or regulatory body or committee or official thereof or private accrediting body.

**“Hazardous Substances”** means (a) any “hazardous substance” as defined in §101(14) of CERCLA or any regulations promulgated thereunder; (b) petroleum and petroleum by-products; (c) asbestos or asbestos containing material (“ACM”); (d) polychlorinated biphenyls; (e) urea formaldehyde foam insulation; or (f) any additional substances or materials which at any time are classified, defined or considered to be explosive, corrosive, flammable, infectious, radioactive, mutagenic, carcinogenic, pollutants, hazardous or toxic under any of the Environmental Requirements.

## GROUND LEASE

“**Holiday**” means (i) a Saturday, (ii) a Sunday, (iii) any other day on which banking institutions in Lake Charles, Louisiana, are authorized or required not to be open for the transaction of regular banking business, or (iv) a day on which the New York Stock Exchange is closed.

“**Land**” means the real property more particularly described on **Exhibit A** attached hereto, together with all other rights and interests leased pursuant to Section 1.01 hereof.

“**Person**” means an individual, a trust, an estate, a Governmental Authority, partnership, joint venture, corporation, company, firm or any other entity whatsoever.

“**Rents**” means all of the obligations undertaken by the Board in favor of the Lessor as more fully described in Articles Three and Five herein.

“**Taking**” means the actual or constructive condemnation, or the actual or constructive acquisition by condemnation, eminent domain or similar proceeding by or at the direction of any Governmental Authority or other Person with the power of eminent domain.

“**Term**” means the term of this Ground Lease as set forth in Section 1.03 hereof, or the term of any optional period provided for in Section 1.04 hereof.

“**University**” means McNeese State University in Lake Charles, Louisiana.

### ARTICLE THREE RENT

Section 3.01. Rent. Commencing on the Commencement Date and continuing throughout the Term the Board shall pay to the Lessor, at the address set forth in Section 18.02 or such other place as the Lessor may designate from time to time in writing, as annual rent for the Land (“Rent”), the sum of \$1.00 per year. Rent shall be due and payable annually in advance, with the first such payment of Rent being due on the Commencement Date and a like installment due on each anniversary thereafter during the Term.

Section 3.02. Additional Obligations. As further consideration for the entering into of this Ground Lease by the Lessor, the Board agrees to perform its maintenance and upkeep obligations as set forth in **Article Five** herein.

### ARTICLE FOUR USE OF LAND

Section 4.01. Purpose of Lease. The Board enters into this Ground Lease for the purpose of utilization of the Land to hold, house and secure animals in a safe manner, to pasture animals and to exercise animals when Burton Coliseum is being utilized by third parties, the Land is to be used for no other purpose.



## GROUND LEASE

### ARTICLE FIVE MAINTENANCE OF THE LAND

Section 5.01. The Board's Obligations. The Board is obligated to and shall maintain the Land by mowing the grass, cutting trees down and/or removing trees that are a nuisance as well as trees in the fence lines, and keep the fences in working order to safely house livestock. The Board will be allowed to build and mend fences, cross fence the land, construct and maintain gates and corrals needed to secure and hold livestock in a safe manner. Other than the foregoing, the Board shall not have any financial obligation or other obligation of any kind under this Ground Lease. Subject to Force Majeure, the Board covenants that it shall proceed with diligence to complete and maintain the obligations undertaken by it herein, as soon as practically possible.

Section 5.02. Lessor's Representation. The Lessor represents to the Board that to the best of his knowledge and belief there are no Hazardous Substances, or other materials on or under the Land that would materially impact the Board's use thereof as contemplated in Section 5.01.

### ARTICLE SIX ENCUMBRANCES

Section 6.01. Mortgage of Leasehold or the Land. The Board shall not mortgage, lien or grant a security interest in the Board's leasehold interest in the Land or any other right of the Board hereunder without the prior written consent of the Lessor.

### ARTICLE SEVEN MAINTENANCE AND REPAIR; INSURANCE

Section 7.01. Maintenance and Repairs. The Board shall be responsible for all maintenance and repair of the Land in accordance the best practices of a prudent administrator in maintenance and repair of the Land for the benefit of the Lessor.

Section 7.02. Insurance. The Board shall cause to be secured and maintained at the University's cost and expense:

- (i) A policy of Commercial General Liability insurance with respect to the University's use of the Land and the operations related thereto, whether conducted on or off the Land, against liability for personal injury (including bodily injury and death) and property damage, of not less than \$2,000,000 in combined single limit liability coverage; and
- (ii) Workers' compensation insurance issued by a responsible carrier authorized under the laws of the State of Louisiana to ensure employers against liability for compensation under the Labor Code of the State, or any act hereafter enacted as an amendment thereto.

## GROUND LEASE

All insurance required in this Section and all renewals of such insurance, with the exception of self-insurance or commercial insurance procured through the State of Louisiana, Division of Administration's Office of Risk Management ("ORM"), shall be issued by commercial insurers authorized to transact business in the State, and rated at least A- by Best's Insurance Reports (property/liability) or in the two highest rating categories of Standard and Poors. All insurance policies provided or caused to be provided by the Board shall expressly provide that the policies shall not be cancelled or altered without thirty (30) days' prior written notice to the Lessor; and shall, to the extent obtainable, provide that no act or omission of the Lessor, or other provider of insurance that would otherwise result in forfeiture or reduction of the insurance will affect or limit the obligation of the insurance company to pay the amount of any loss sustained.

All policies of liability insurance the University is obligated to maintain according to this Ground Lease (other than any policy of workers' compensation insurance) will name the Lessor, as additional insured and shall expressly provide that the policies shall not be cancelled or altered without thirty (30) days' prior written notice to the Lessor and the Board; and shall, to the extent obtainable, provide that no act or omission of the University or other provider of the insurance that would otherwise result in forfeiture or reduction of the insurance will affect or limit the obligation of the insurance company to pay the amount of any loss sustained. All public liability, property damage liability, and casualty policies maintained by the University shall be written as primary policies.

### ARTICLE EIGHT CERTAIN LIENS PROHIBITED

Section 8.01. No Mechanics' Liens. Except as permitted in Section 8.02 hereof the Board and the University shall not suffer or permit any mechanics' liens or other liens to be enforced against the Land or the Lessor's Interest in the Land nor against the Board's or the University's leasehold interest in the Land by reason of a failure to pay for any work, labor, services, or materials supplied or claimed to have been supplied to the Board or the University or to anyone holding the Land or any part thereof through or under the Board or the University.

Section 8.02. Release of Recorded Liens. If any such mechanics' liens or materialmen's liens shall be recorded against the Land, the Board and the University shall cause the same to be released of record or, in the alternative, if the Board and the University in good faith desires to contest the same, the Board and the University shall be privileged to do so, but in such case the Board and the University hereby agree to indemnify and save the Lessor harmless from all liability for damages occasioned thereby and shall in the event of a judgment of foreclosure on said mechanics' lien, cause the same to be discharged and released prior to the execution of such judgment. In the event the Lessor reasonably should consider the Lessor's Interest endangered by any such liens and should so notify the Board and the Board should fail to provide adequate security for the payment of such liens, in the form of a surety bond, cash deposit or cash equivalent, or indemnity agreement reasonably satisfactory to the Lessor within thirty (30) days after such notice, then the Lessor, at the Lessor's sole discretion, may discharge such liens and recover from the Board immediately as additional Rent under this Ground Lease the amounts paid, with interest thereon from the date paid by the Lessor until repaid by the Board at the rate of ten percent (10%) per annum.

Section 8.03. Memorandum of Recitals. The memorandum of lease to be filed pursuant to

## GROUND LEASE

Section 18.04 of this Ground Lease shall state that any third party entering into a contract with the Board or the University for improvements to be located on the Land, or any other party claiming under said third party, shall be on notice that neither the Lessor nor the Lessor's Land shall have any liability for satisfaction of any claims of any nature in any way arising out of a contract with the Board or the University.

### ARTICLE NINE OPERATION AND MANAGEMENT OF LAND

Section 9.01. Management of Land. The Board and the University shall operate and manage the Land or cause the Land to be operated and managed in accordance the best practices of a prudent administrator in management of the Land for the benefit of the Lessor.

### ARTICLE TEN INDEMNIFICATION

Section 10.01. Indemnification by the Board. Excluding the acts or omissions of the Lessor, its employees, agents or contractors, the Board shall and will indemnify and save harmless the Lessor, its agents, officers, and employees, from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions, and causes of action of any and every kind and nature arising or growing out of or in any way connected with the Board's or the University's use of the Land. This obligation to indemnify shall include reasonable fees of legal counsel and third-party investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand has been made; however, the Board and the Lessor shall use the same counsel if such counsel is approved by the Lessor, which approval shall not be unreasonably withheld or delayed. If the Lessor does not approve such counsel then the Lessor may retain independent counsel at the Lessor's sole cost and expense. It is expressly understood and agreed that the Board is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions and the Lessor shall in no way be responsible therefor.

Section 10.02. Contributory Acts. Whenever in this Ground Lease any party is obligated to pay an amount or perform an act because of its negligence or misconduct (or that of its agents, employees, contractors, guests, or invitees), such obligations shall be mitigated to the extent of any comparative fault or misconduct of the other party (or that of its agents, employees, contractors, guests, or invitees) as determined by a court of law, and in any disputes damages shall be apportioned based on the relative amounts of such negligence or willful misconduct as determined by a court of law.

### ARTICLE ELEVEN TERMINATION, DEFAULT AND REMEDIES

Section 11.01. Events Of Default. Any one of the following events shall be deemed to be an "Event of Default" by the Board under this Ground Lease.

- A. The Board shall fail to pay any sum required to be paid to the Lessor under the terms and

## GROUND LEASE

provisions of this Ground Lease and such failure shall not be cured within thirty (30) days after the Board's receipt of written notice from the Lessor of such failure.

- B. The taking by execution of the Board's leasehold estate for the benefit of any Person.
- C. The Board shall fail to perform any other covenant or agreement, other than the payment of money, to be performed by the Board under the terms and provisions of this Ground Lease and such failure shall not be cured within ninety (90) days after receipt of written notice from the Lessor of such failure; provided that if during such ninety (90) day period, the Board takes action to cure such failure but is unable, by reason of the nature of the work involved, to cure such failure within such period and continues such work thereafter diligently and without unnecessary delays, such failure shall not constitute an Event of Default hereunder until the expiration of a period of time after such ninety (90) day period as may be reasonably necessary to cure such failure.
- D. A court of competent jurisdiction shall enter an order for relief in any involuntary case commenced against the Board, as debtor, under the Federal Bankruptcy Code, as now or hereafter constituted, or the entry of a decree or order by a court having jurisdiction over the Land appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator, or other similar official of or for the Board or any substantial part of the properties of the Board or ordering the winding up or liquidation of the affairs of the Board, and the continuance of any such decree or order unstayed and in effect for a period of ninety (90) consecutive days.
- E. The commencement by the Board of a voluntary case under the Federal Bankruptcy Code, as now or hereafter constituted, or the consent or acquiescence by the Board to the commencement of a case under such Code or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator, or other similar official of or for the Board or any substantial part of the properties of the Board.

Section 11.02. The Lessor's Rights Upon Default. Upon the occurrence and during the continuance of an Event of Default, the Lessor may at its option seek any and all damages occasioned by the Event of Default or may seek any other remedies available at law or in equity, including specific performance.

Section 11.03. Termination of Right of Occupancy. Notwithstanding any provision of law or of this Ground Lease to the contrary, except as set forth in Section 1.03 hereof, the Lessor shall not have the right to terminate this Ground Lease prior to the Expiration Date hereof. However, in the event there is an Event of Default by the Board hereunder, the Lessor shall have the right to take possession of the Land in its own right for the remaining Term of this Lease. Upon such event, the Board hereby agrees to convey all of its right, title and interest under this Ground Lease and the Land to the Lessor.

Lessor shall have the right to terminate this Ground Lease under the circumstances recited in Section 1.04 hereof.

Section 11.04. Rights of The Lessor Cumulative. All rights and remedies of the Lessor provided for and permitted in this Ground Lease shall be construed and held to be cumulative, and no

## GROUND LEASE

single right or remedy shall be exclusive of any other which is consistent with the former. The Lessor shall have the right to pursue any or all of the rights or remedies set forth herein, as well as any other consistent remedy or relief which may be available at law or in equity, but which is not set forth herein. No waiver by the Lessor of a breach of any of the covenants, conditions or restrictions of this Ground Lease shall be construed or held to be a waiver of any succeeding or preceding breach of the same or of any other covenant, condition or restriction herein contained. The failure of the Lessor to insist in any one or more cases upon the strict performance of any of the covenants of this Ground Lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment of future breaches of such covenant or option.

### ARTICLE TWELVE TITLE

Section 12.01. Title to the Land. Title to the Land shall always be vested in the Lessor, subordinate and subject at all times to the Lessor's obligation of peaceful possession in favor of the Board as expressed in this Ground Lease. The Board's obligations to the Lessor to make payment of Rental and maintenance of the Land shall be the primary obligation of the Board under this Ground Lease.

### ARTICLE THIRTEEN CONDEMNATION

Section 13.01. Condemnation. Upon the permanent Taking of all the Land, this Lease shall terminate and expire as of the date of such Taking, and both the Lessor and the Board shall thereupon be released from any liability thereafter accruing hereunder except for Rent and all other amounts secured by this Ground Lease owed to the Lessor apportioned as of the date of the Taking. The Board shall receive notice of any proceedings relating to a Taking and shall have the right to participate therein.

Section 13.02. Partial Condemnation. Upon a temporary Taking or a Taking of less than all of the Land, the Board, at its election, may terminate this Ground Lease by giving the Lessor notice of its election to terminate at least sixty (60) days prior to the date of such termination if the Board reasonably determines that the Land cannot be economically and feasibly used by the Board for its intended purposes under this Ground Lease. Upon any such termination, the Rent accrued and unpaid hereunder shall be apportioned to the date of termination. In the event there is a partial condemnation of the Land and the Board decides not to terminate this Ground Lease, the Board and the Lessor shall either amend this Ground Lease or enter into a new lease.

Section 13.03. Payment of Awards. Upon the Taking of all or any portion of the Land the Board shall be entitled (free of any claim by the Lessor) to the Award for the value of the Board's Interest (such value to be determined as if this Ground Lease were in effect and continuing to encumber the Lessor's Interest).

### ARTICLE FOURTEEN ASSIGNMENT, SUBLETTING, AND TRANSFERS OF THE BOARD'S INTEREST

## GROUND LEASE

Section 14.01. Assignment of Leasehold Interest. Except as expressly provided for in this Article Fourteen, the Board shall not have the right to sell or assign the leasehold estate created by this Lease, or the other rights of the Board hereunder to any Person without the prior written consent of the Lessor.

Section 14.02. Subletting. The Board is not authorized to sublet the Land to any entity.

Section 14.03. Transfers of the Boards Interest. Except as otherwise expressly provided herein, any Person succeeding to the Board's interest as a consequence of any permitted conveyance, transfer or assignment shall succeed to all of the obligations of the Board hereunder and shall be subject to the terms and provisions of this Ground Lease.

## ARTICLE FIFTEEN COMPLIANCE CERTIFICATES

Section 15.01. The Lessor's Compliance. The Lessor agrees, at any time and from time to time upon not less than thirty (30) days prior written notice by the Board, to execute, acknowledge and deliver to the Board or to such other party as the Board shall request, a statement in writing certifying (a) that this Ground Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), (b) to the best of Lessor's knowledge, whether or not there are then existing any offsets or defenses against the enforcement of any of the terms, covenants or conditions hereof upon the part of the Board to be performed (and if so specifying the same), (c) the dates to which the Rent and other charges have been paid, and (d) the dates of commencement and expiration of the Term, it being intended that any such statement delivered pursuant to this Section may be relied upon by any Person.

Section 15.02. The Board's Compliance. The Board agrees, at any time and from time to time, upon not less than thirty (30) days prior written notice by the Lessor, to execute, acknowledge and deliver to the Lessor a statement in writing addressed to the Lessor or to such other party as the Lessor shall request, certifying (a) that this Ground Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications); (b) the dates to which the Rent and other charges have been paid; (c) to the best of its knowledge after due inquiry, whether an Event of Default (or, to the best of its knowledge) has occurred and is continuing hereunder (and stating the nature of any such Event of Default); and (d) the dates of commencement and expiration of the Term, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective (and permitted) assignee, sublessee or mortgagee of this Ground Lease or by any assignee or prospective assignee of any such permitted mortgage or by any Person.

## ARTICLE SIXTEEN (RESERVED)

## ARTICLE SEVENTEEN

# GROUND LEASE

## FORCE MAJEURE

Section 17.01. Discontinuance During Force Majeure. Whenever a period of time is herein prescribed for action to be taken by the Board, the Board shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to Force Majeure. The Lessor shall not be obligated to recognize any delay caused by Force Majeure unless the Board shall within ten (10) days after the Board is aware of the existence of an event of Force Majeure, notify the Lessor thereof.

## ARTICLE EIGHTEEN MISCELLANEOUS

Section 18.01. Nondiscrimination, Employment and Wages. Any discrimination by the Board or its agents or employees on account of race, color, sex, age, religion, national origin or handicap, in employment practices or in the performance of the terms, conditions, covenants and obligations of this Ground Lease, is prohibited.

Section 18.02. Notices Notices or communications to the Board or the Lessor required or appropriate under this Ground Lease shall be in writing, sent by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) registered or certified United States mail, postage prepaid, or (d) prepaid telecopy if confirmed by expedited delivery service or by mail in the manner previously described, addressed as follows:

If to the Board:

Board of Supervisors for the University of Louisiana System  
Claiborne Building  
1201 N Third Street, Suite 7-300  
Baton Rouge, Louisiana 70802  
Attention: Director of Facility Planning

with copies to:

McNeese State University  
c/o Facilities and Plant Operations  
P. O. Box 90460  
Lake Charles, Louisiana 70609-9460  
Attention: Richard Rhoden, Director of Facilities and Plant Operations

If to the Lessor:

J. Scott Vincent  
709 Kirby Street  
Lake Charles, LA 70602-1330

Lastie Paul Vincent, III  
709 Kirby Street  
Lake Charles LA 70602-1330

## GROUND LEASE

Bordulac, Inc.  
709 Kirby Street  
Lake Charles, LA 70602-1330

or to such other address or to the attention of such other person as hereafter shall be designated in writing by such party. Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of delivery service or mail, as of the date of deposit in the mail in the manner provided herein, or in the case of telecopy, upon receipt.

Section 18.03. Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship, between the parties hereto. It is understood and agreed that no provision contained herein nor any acts of the parties hereto creates a relationship other than the relationship of the Board and the Lessor.

Section 18.04. Memorandum of Ground Lease. Neither the Board nor the Lessor shall file this Ground Lease for record in Calcasieu Parish, Louisiana or in any public place without the written consent of the other. In lieu thereof the Board and the Lessor agree to execute in recordable form a memorandum of this Ground Lease in the form of **Exhibit C** attached hereto. Such memorandum shall be filed for record in Calcasieu Parish, Louisiana.

Section 18.05. Attorney's Fees. If either party is required to commence legal proceedings relating to this Ground Lease, the prevailing party shall be entitled to receive reimbursement for its reasonable attorneys' fees and costs of suit.

Section 18.06. Louisiana Law to Apply. This Ground Lease shall be construed under and in accordance with the laws of the State of Louisiana, and all obligations of the parties created hereunder are performable in Calcasieu Parish, Louisiana.

Section 18.07. Warranty of Peaceful Possession. The Lessor covenants that the Board, on paying the Rent and performing and observing all of the covenants and agreements herein contained and provided to be performed by the Board, shall and may peaceably and quietly have, hold, occupy, use, and enjoy the Land during the Term and may exercise all of its rights hereunder; and the Lessor agrees to warrant and forever defend the Board's right to such occupancy, use, and enjoyment and the title to the Land against the claims of any and all Persons whomsoever lawfully claiming the same, or any part thereof subject only to the provisions of this Ground Lease and the matters listed on **Exhibit B** attached hereto.

Section 18.08. Curative Matters. Except for the express representations and warranties of the Board set forth in this Ground Lease, any additional matters necessary or desirable to make the Land useable for the Board's purpose shall be undertaken, in the Board's sole discretion, at no expense to the Lessor. The Board shall notify the Lessor in writing of all additional matters undertaken by the Board to make the Land usable for the Board's purpose.

Section 18.09. Nonwaiver. No waiver by the Board or the Lessor of a breach of any of the covenants, conditions, or restrictions of this Ground Lease shall constitute a waiver of any subsequent



## GROUND LEASE

breach of any of the covenants, conditions or restrictions of this Ground Lease. The failure of the Lessor or the Board to insist in any one or more cases upon the strict performance of any of the covenants of this Ground Lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant or option. A receipt by the Lessor or acceptance of payment by the Lessor of Rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach. No waiver, change, modification or discharge by the Lessor or the Board of any provision of this Ground Lease shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged.

Section 18.10. Terminology. Unless the context of this Ground Lease clearly requires otherwise, (a) pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations and associations of every kind and character; (b) the singular shall include the plural wherever and as often as may be appropriate; (c) the word “includes” or “including” shall mean “including without limitation;” (d) the word “or” shall have the inclusive meaning represented by the phrase “and/or;” (e) the words “hereof,” “herein,” “hereunder,” and similar terms in this Ground Lease shall refer to this Ground Lease as a whole and not to any particular section or article in which such words appear. The section, article and other headings in this Lease and the Table of Contents to this Ground Lease are for reference purposes and shall not control or affect the renovation of this Ground Lease or the interpretation hereof in any respect. Article, section and subsection and exhibit references are to this Ground Lease unless otherwise specified. All exhibits attached to this Ground Lease constitute a part of this Ground Lease and are incorporated herein. All references to a specific time of day in this Ground Lease shall be based upon Central Standard Time (or the other standard of measuring time then in effect in Lake Charles, Louisiana).

Section 18.11. Counterparts. This agreement may be executed in multiple counterparts, each of which shall be declared an original.

Section 18.12. Severability. If any clause or provision of this Ground Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Ground Lease, then and in that event, it is the intention of the parties hereto that the remainder of Ground Lease shall not be affected thereby.

Section 18.13. Authorization. By execution of this Ground Lease, the Board and the Lessor each represent to the other that they are entities validly existing, duly constituted and in good standing under the laws of the jurisdiction in which they were formed and in which they presently conduct business; that all acts necessary to permit them to enter into and be bound by this Ground Lease have been taken and performed; and that the persons signing this Ground Lease on their behalf have due authorization to do so.

Section 18.14. Ancillary Agreements. In the event it becomes necessary or desirable for the Lessor to approve in writing any ancillary agreements or documents concerning the Land or concerning the maintenance of the Land by the Board or to alter or amend any such ancillary agreements between the Lessor and the Board or to give any approval or consent of the Lessor required under the terms of this Ground Lease, all agreements, documents or approvals shall be forwarded to the Board Representative.

Section 18.15. Amendment. No amendment, modification, or alteration of the terms of this Ground Lease shall be binding unless the same be in writing dated on or subsequent to the date hereof

## GROUND LEASE

and duly executed by the parties hereto and consented to, to the extent required by Article VIII of the Agreement.

Section 18.16. Successors and Assigns. All of the covenants, agreements, terms and conditions to be observed and performed by the parties hereto shall be applicable to and binding upon their respective successors and assigns including any successor by merger or consolidation of the University into another educational institution or the Board into another educational management board.

Section 18.17. Entire Agreement. This Ground Lease, together with the exhibits attached hereto, contains the entire agreement between the parties hereto with respect to the Land and contains all of the terms and conditions agreed upon with respect to the lease of the Land, and no other agreements, oral or otherwise, regarding the subject matter of this Ground Lease shall be deemed to exist or to bind the parties hereto; it being the intent of the parties that neither shall be bound by any term, condition, or representations not herein written.

**GROUND LEASE**

IN WITNESS WHEREOF, the undersigned representative has signed this Lease on behalf of the Board of Supervisors for the University of Louisiana System on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

By: \_\_\_\_\_  
Daryl V. Burckel  
Authorized Representative

IN WITNESS WHEREOF, the undersigned has signed this Lease on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
**J. SCOTT VINCENT**

IN WITNESS WHEREOF, the undersigned has signed this Lease on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
**LASTIE PAUL VINCENT, III**

IN WITNESS WHEREOF, the undersigned has signed this Lease on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

**BORDULAC, INC.**

By: \_\_\_\_\_  
J. SCOTT VINCENT, President

**GROUND LEASE**

**STATE OF LOUISIANA**

**PARISH OF CALCASIEU**

BE IT KNOWN, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared:

**DARYL V. BURCKEL**

to me known to be the identical person who executed the above and foregoing instrument, who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he is the duly appointed Authorized Representative of the Board of Supervisors for the University of Louisiana System (the "Board"), that the aforesaid instrument was signed by him, on this date, on behalf of the Board and that the above named person acknowledges said instrument to be the free act and deed of the Board.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**DARYL V. BURCKEL**  
Authorized Representative

\_\_\_\_\_  
**NOTARY PUBLIC**

**GROUND LEASE**

**STATE OF LOUISIANA**

**PARISH OF CALCASIEU**

BE IT KNOWN, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared:

**J. SCOTT VINCENT, LASTIE PAUL VINCENT, III and BORDULAC, INC.**

to me known to be the identical person who executed the above and foregoing Ground Lease Agreement, who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he is the individual who signed the aforesaid Ground Lease Agreement, on this date, and that he acknowledges his signature on the aforesaid instrument to be his the free act and deed.

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_  
J. SCOTT VINCENT

\_\_\_\_\_

\_\_\_\_\_  
LASTIE PAUL VINCENT, III  
BORDULAC, INC.

Attest:

By: \_\_\_\_\_  
J. Scott Vincent, President

\_\_\_\_\_  
Lastie Paul Vincent, III, Secretary

\_\_\_\_\_  
**NOTARY PUBLIC**

# GROUND LEASE

## EXHIBIT A

### PROPERTY DESCRIPTION

Commencing 30 feet west of the Northeast corner of the Southeast Quarter (1/4) of the Northeast Quarter (1/4) of Section 25, Township 10 South, Range 9 West, thence South 1323.6 feet to the Southeast corner of the Northeast Quarter (1/4), thence West 987.6 feet, thence North 1323.6 feet, thence East 987.6 feet to the point of beginning. Less and except a tract measuring 550 feet by 460 feet containing 1.21 acres in the Northeast corner of said tract, previously sold to Bosley, et al.

## GROUND LEASE

### EXHIBIT B

#### PERMITTED LIENS

1. Reservation by the Lessor of all of his rights to all oil, gas and associated hydrocarbons, and all other minerals, mineral substances, and mineral deposits of any kind or character, whether solid, liquid, or gaseous; provided, however, that the Lessor hereby has waived all rights to the use of the surface of the Land in connection with the exploration, development, production or transport of said oil, gas and minerals during the term of this Lease.

GROUND LEASE

EXHIBIT C

MEMORANDUM OF LEASE

STATE OF LOUISIANA :  
 :  
PARISH OF CALCASIEU : KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Lease (the "Memorandum") is entered into by and between the **BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM**, as Lessee, and **J. SCOTT VINCENT, LASTIE PAUL VINCENT, III, AND BORDULAC, INC.**, as Lessor.

RECITALS

A. Lessor and Lessee have entered into a Ground Lease Agreement dated as of \_\_\_\_\_, 2018 (the "Ground Lease"), whereby Lessor did lease to Lessee, and Lessee did lease from Lessor, the real property more particularly described on **Exhibit A** attached hereto and incorporated herein (the "Land").

B. Lessor and Lessee desire to enter into this Memorandum, which is to be recorded in order that third parties may have notice of the parties' rights under the Ground Lease.

GROUND LEASE TERMS

Specific reference is hereby made to the following terms and provisions of the Ground Lease:

1. The term of the Ground Lease commenced on \_\_\_\_\_, 2018 and shall continue until midnight on December 31, 2021, unless extended by virtue of two (2) additional optional periods of two (2) years each.
2. Any third party entering into a contract with Lessee for construction of improvements on the Land, or any other party claiming under said third party, is hereby on notice that Lessor shall not have any liability for satisfaction of any claims of any nature in any way arising out of such contracts.
3. Additional information concerning the provisions of the Ground Lease can be obtained from the parties at the following addresses:

Lessee: Board of Supervisors for the University of Louisiana System  
Claiborne Building  
1201 N. Third Street, Suite 7-300  
Baton Rouge, LA 70802



GROUND LEASE

Lessor: J. Scott Vincent  
709 Kirby Street  
Lake Charles, LA 70602-1330

Lastie Paul Vincent, III  
709 Kirby Street  
Lake Charles, LA 70602-1330

Bordulac, Inc.  
709 Kirby Street  
Lake Charles, LA 70602-1330

This Memorandum is executed for the purpose of recordation in the public records of Calcasieu Parish, Louisiana in order to give notice of all the terms and provisions of the Ground Lease and is not intended and shall not be construed to define, limit, or modify the Ground Lease. All of the terms, conditions, provisions and covenants of the Ground Lease are incorporated into this Memorandum by reference as though fully set forth herein, and both the Ground Lease and this Memorandum shall be deemed to constitute a single instrument or document.

IN WITNESS WHEREOF, the undersigned representative has executed this Memorandum of Lease on behalf of the Board of Supervisors for the University of Louisiana System on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

By: \_\_\_\_\_  
**Daryl V. Burckel**  
Authorized Representative

IN WITNESS WHEREOF, the undersigned has executed this Memorandum of Lease on his behalf on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**J. SCOTT VINCENT**

\_\_\_\_\_  
**LASTIE PAUL VINCENT, III**

Attest:

**BORDULAC, INC.**

\_\_\_\_\_  
Lastie Paul Vincent, III, Secretary

By: \_\_\_\_\_  
J. Scott Vincent, President

GROUND LEASE

STATE OF LOUISIANA

PARISH OF CALCASIEU

BE IT KNOWN, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared:

**DARYL V. BURCKEL**

to me known to be the identical person who executed the above and foregoing instrument, who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he is the duly appointed Authorized Representative of the Board of Supervisors for the University of Louisiana System (the "Board"), that the aforesaid instrument was signed by him, on this date, on behalf of the Board and that the above named person acknowledges said instrument to be the free act and deed of the Board.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**DARYL V. BURCKEL**  
Authorized Representative

\_\_\_\_\_  
**NOTARY PUBLIC**

GROUND LEASE

STATE OF LOUISIANA

PARISH OF CALCASIEU

BE IT KNOWN, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared:

**J. SCOTT VINCENT, LASTIE PAUL VINCENT, III and BORDULAC, INC.**

to me known to be the identical person who executed the above and foregoing instrument, who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he is the individual who signed the aforesaid Memorandum of Lease, on this date, and that he acknowledges his signature on the aforesaid instrument to be his the free act and deed.

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_  
**J. SCOTT VINCENT**

\_\_\_\_\_

\_\_\_\_\_  
**LASTIE PAUL VINCENT, III**

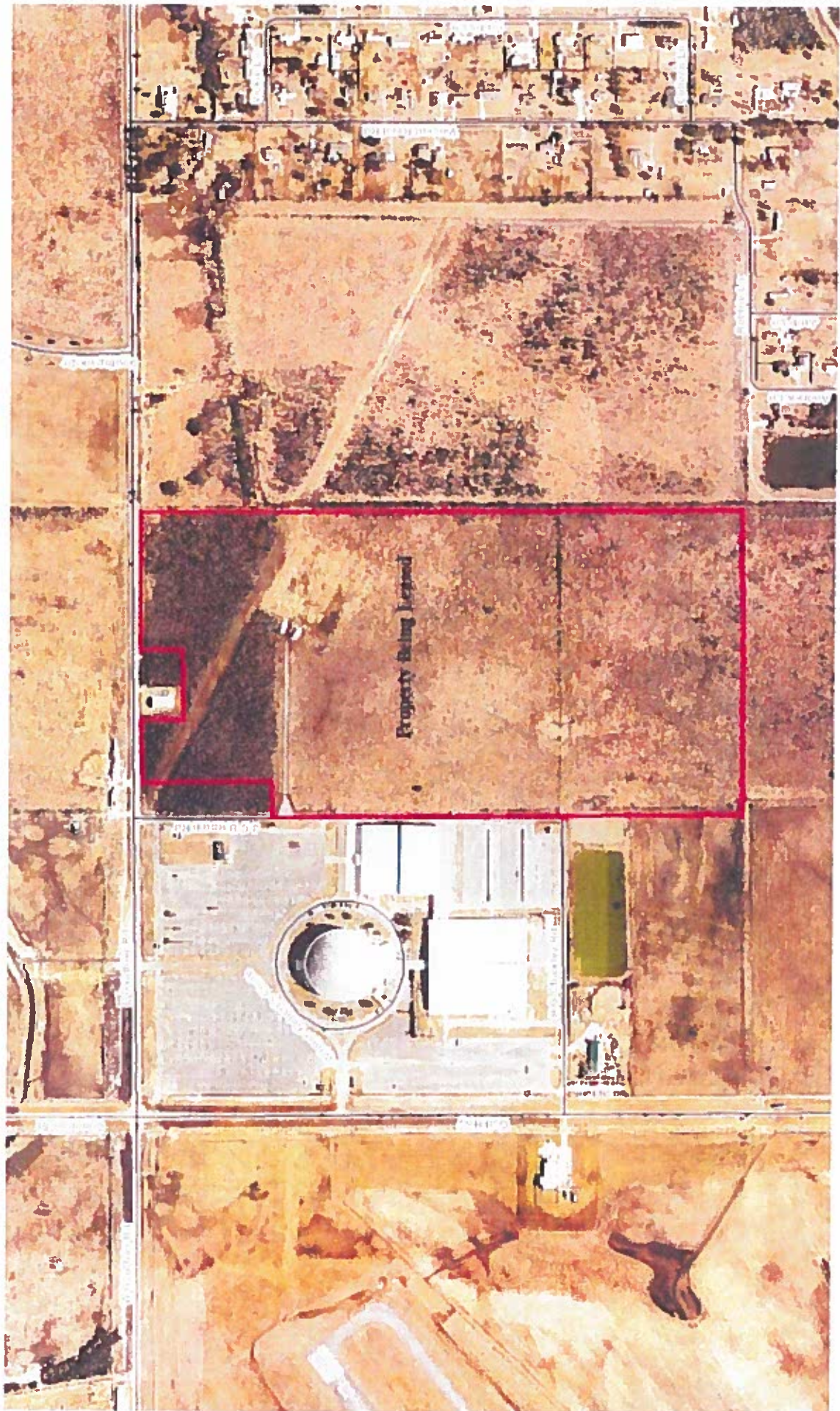
**BORDULAC, INC.**

Attest:

By: \_\_\_\_\_  
J. Scott Vincent, President

\_\_\_\_\_  
Lastie Paul Vincent, III, Secretary

\_\_\_\_\_  
**NOTARY PUBLIC**



**CONFIDENTIAL**

**CONFIDENTIAL**

**CONFIDENTIAL**

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**GROUND LEASE AGREEMENT**

by and between

**Board of Supervisors for the University of Louisiana System  
State of Louisiana  
(as Lessee)**

and

**J. Scott Vincent;  
Lastie Paul Vincent, III; and  
Bordulac, Inc.  
(as Lessor)**

Dated as of June 27, 2012

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**CONFIDENTIAL**

**CONFIDENTIAL**

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## GROUND LEASE AGREEMENT

This GROUND LEASE AGREEMENT (together with any amendment hereto or supplement hercof, the "Ground Lease") effective June 27, 2012, is entered into by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM, a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of McNeese State University (the "University"), represented herein by the University President, Philip C. Williams (the "Board") and J. SCOTT VINCENT, an individual of the full age of majority a resident of and domiciled in Lake Charles, Calcasieu Parish, Louisiana; LASTIE PAUL VINCENT, III, an individual of the full age of majority a resident of and domiciled in Lake Charles, Calcasieu Parish, Louisiana; and BORDULAC, INC., a Louisiana domiciliary corporation with its principal place of business established in Calcasieu Parish, Louisiana, herein represented by its duly authorized officer, J. Scott Vincent (collectively the "Lessor").

### WITNESSETH

WHEREAS, the Board is a public constitutional corporation organized and existing under the laws of the State of Louisiana (the "State") and the University is a university under its management pursuant to Louisiana Revised Statutes 17:3217;

WHEREAS, the Lessor is the sole owner of a 100 acre tract of land, more or less, situated immediately adjacent to the Burton Coliseum complex located in Lake Charles, Calcasieu Parish, Louisiana (the "Land"), which Lessor is desirous of leasing to the Board, the benefits of which would inure to the University and the Lessor;

WHEREAS, pursuant to La. R.S. 17:3351 (2) and (18) the Board is respectively authorized to (i) actively seek and accept donations, bequests, or other forms of financial assistance for educational purposes from any private person and (ii) perform such other functions as are necessary or incidental to the supervision and management of the university system it supervises and manages;

WHEREAS, in order to further these functions of the Board, by providing adequate and appropriate facilities to assist the University in carrying on its educational mission, the Board deems it advisable that it lease from the Lessor the Land under the terms, conditions and provisions more fully set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements which follow, the parties hereby agree as follows:

**ARTICLE ONE  
LEASE OF PROPERTY - TERMS OF LEASE**

Section 1.01. Lease of Land . The Lessor does hereby let, demise, and rent unto the Board, and the Board does hereby rent and lease from the Lessor, the real property (the "Land") more particularly described on Exhibit A attached hereto, together with all existing improvements, alterations, additions and attached fixtures located on the Land, and the right of uninterrupted access to and from all streets and roads now or hereafter adjoining the Land for vehicular and pedestrian ingress and egress. The Board, by execution of this Ground Lease, accepts the leasehold estate herein demised subject only to the matters described on Exhibit B attached hereto.

Notwithstanding any other provision in this Ground Lease to the contrary, the rights of Lessors to (i) any and all minerals within, about and under the Land, (ii) enter into mineral leases, and (iii) conduct surface activities on the Land in connection with mineral exploration shall not be affected in any manner whatsoever by Lessors' lease of the Land to the Board and University.

Section 1.02. Habendum . To have and to hold the Land together with all and singular the rights, privileges, and appurtenances thereto attaching or anywise belonging, exclusively unto the Board, its successors and assigns, for the term set forth in Section 1.03 below, subject to the covenants, agreements, terms, provisions, and limitations herein set forth.

Section 1.03. Term . Unless sooner terminated as herein provided, this Ground Lease shall continue and remain in full force and effect for a term commencing on the effective date hereof and ending at midnight on December 31, 2013, or on the expiration of any optional period provided for in Section 1.04 hereof (the "Expiration Date"). Notwithstanding the foregoing, this Lease shall terminate prior to the Expiration Date upon the happening of the events set forth in Section 1.01 herein.

Section 1.04. Renewal Options. Notwithstanding anything to the contrary contained within this Ground Lease, the Board shall have one (1) option to renew this Ground Lease for one (1) additional two (2) year terms, provided the Board gives written notice to the Lessor, at the notice addresses stated in Section 1.02 herein, not less than thirty (30) days prior to the Expiration Date of the Ground Lease, or the Expiration Date of any additional optional period.

Section 1.05. Lessor's Right To Terminate. In the event Lessor sells the Land subject to this Ground Lease, Lessor, upon thirty (30) days advance written notice to the Board shall terminate this lease.

**ARTICLE TWO  
DEFINITIONS**

Section 2.01. Definitions . In addition to such other defined terms as may be set forth in this Lease, the following terms shall have the following meanings:

"Affiliate" means, with respect to a designated Person under this Lease, any other Person that, directly or indirectly, controls is controlled by, or is under common control with such designated Person. For purposes of this definition, the term "control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person.

"Applicable Laws" means all present and future statutes, regulations, ordinances, resolutions and orders of any Governmental Authority which are applicable to the parties performing their

obligations under this Ground Lease.

**"Board"** means Board of Supervisors for the University of Louisiana System or its legal successor as management board of the University, acting herein on behalf of the University.

**"Board Representative"** means one or more of the persons designated and authorized in writing from time to time by the Board to represent the Board in exercising the Board's rights and performing the Board's obligations under this Lease, including but not limited to the President of the University of Louisiana System, or his or her designee, the Director of Facility Planning for the University of Louisiana System or his or her designee, of whom the Corporation has been notified in writing.

**"Board's Interest"** means the Board's leasehold interest in and to the Land.

**"Business Day"** means a day excluding any Holiday during which the University is open for business.

**"Commencement Date"** means the effective date of this Lease.

**"Event of Default"** means any matter identified as an event of default under Section 11.01 hereof.

**"Expiration Date"** means the expiration date of this Lease as set forth in Section 1.03 hereof, or expiration of the term of any optional period provided for in Section 1.04 hereof.

**"Force Majeure"** means any (a) act of God, landslide, lightning, earthquake, hurricane, tornado, blizzard and other adverse and inclement weather, fire, explosion, flood, act of a public enemy, act of terrorism, war, blockade, insurrection, riot, or civil disturbance; (b) labor dispute, strike, work slowdown, or work stoppage; (c) order or judgment of any Governmental Authority, if not the result of willful or negligent action of the Board; (d) adoption of or change in any Applicable Laws after the date of execution of this Ground Lease; (e) any actions by the Board which may cause delay; or (f) any other similar cause or similar event beyond the reasonable control of the Board.

**"Governmental Authority"** means any federal, State, parish, regional, or local government, political subdivision, any governmental agency, department, authority, instrumentality, bureau, commission, board, official, or officer, any court, judge, examiner, or hearing officer, any legislative, judicial, executive, administrative, or regulatory body or committee or official thereof or private accrediting body.

**"Hazardous Substances"** means (a) any "hazardous substance" as defined in §101(14) of CERCLA or any regulations promulgated thereunder; (b) petroleum and petroleum by-products; (c) asbestos or asbestos containing material ("ACM"); (d) polychlorinated biphenyls; (e) urea formaldehyde foam insulation; or (t) any additional substances or materials which at any time are classified, defined or considered to be explosive, corrosive, flammable, infectious, radioactive, mutagenic, carcinogenic, pollutants, hazardous or toxic under any of the Environmental Requirements.

**"Holiday"** means (i) a Saturday, (ii) a Sunday, (iii) any other day on which banking institutions in Lake Charles, Louisiana, are authorized or required not to be open for the transaction of regular banking business, or (iv) a day on which the New York Stock Exchange is closed.

**"Land"** means the real property more particularly described on Exhibit A attached hereto, together with all other rights and interests leased pursuant to Section 1.01 hereof.

**"Person"** means an individual, a trust, an estate, a Governmental Authority, partnership, joint

venture, corporation, company, firm or any other entity whatsoever.

**"Rents"** means all of the obligations undertaken by the Board in favor of the Lessor as more fully described in Articles Three and Five herein.

**"Taking"** means the actual or constructive condemnation, or the actual or constructive acquisition by condemnation, eminent domain or similar proceeding by or at the direction of any Governmental Authority or other Person with the power of eminent domain.

**"Term"** means the term of this Ground Lease as set forth in Section 1.03 hereof, or the term of any optional period provided for in Section 1.04 hereof.

**"University"** means McNeese State University in Lake Charles, Louisiana.

### **ARTICLE THREE RENT**

Section 3.01. Rent . Commencing on the Commencement Date and continuing throughout the Term the Board shall pay to the Lessor, at the address set forth in Section 18.02 or such other place as the Lessor may designate from time to time in writing, as annual rent for the Land ("Rent"), the sum of \$1.00 per year. Rent shall be due and payable annually in advance, with the first such payment of Rent being due on the Commencement Date and a like installment due on each anniversary thereafter during the Term.

Section 3.02. Additional Obligations . As further consideration for the entering into of this Ground Lease by the Lessor, the Board agrees to perform its maintenance and upkeep obligations as set forth in Article Five herein.

### **ARTICLE FOUR USE OF LAND**

Section 4.01. Purpose of Lease . The Board enters into this Ground Lease for the purpose of utilization of the Land to hold, house and secure animals in a safe manner, to pasture animals and to exercise animals when Burton Coliseum is being utilized by third parties, the Land is to be used for no other purpose.

### **ARTICLE FIVE MAINTENANCE OF THE LAND**

Section 5.01. The Board's Obligations . The Board is obligated to and shall maintain the Land by mowing the grass, cutting trees down and/or removing trees that are a nuisance as well as trees in the fence lines, and keep the fences in working order to safely house livestock. The Board will be allowed to build and mend fences, cross fence the land, construct and maintain gates and corrals needed to secure and hold livestock in a safe manner. Other than the foregoing, the Board shall not have any financial obligation or other obligation of any kind under this Ground Lease. Subject to Force Majeure, the Board covenants that it shall proceed with diligence to complete and maintain the obligations undertaken by it herein, as soon as practically possible.

Section 5.02. Lessor's Representation. The Lessor represents to the Board that to the best of his knowledge and belief there are no Hazardous Substances, or other materials on or under the Land that would materially impact the Board's use thereof as contemplated in Section 5.01.

## ARTICLE SIX ENCUMBRANCES

Section 6.01. Mortgage of Leasehold or the Land. The Board shall not mortgage, lien or grant a security interest in the Board's leasehold interest in the Land or any other right of the Board hereunder without the prior written consent of the Lessor.

## ARTICLE SEVEN MAINTENANCE AND REPAIR; INSURANCE

Section 7.01. Maintenance and Repairs. The Board shall be responsible for all maintenance and repair of the Land in accordance the best practices of a prudent administrator in maintenance and repair of the Land for the benefit of the Lessor.

Section 7.02. Insurance.

The Board, shall cause to be secured and maintained at the University's cost and expense:

- (i) A policy or policies of insurance covering the Land and the University's use thereof against loss or damage by fire, lightening, vandalism and malicious mischief, and against such other perils as, under good insurance practice, from time to time are insured for properties of similar character and location, which insurance shall be not less than the full replacement costs of the improvements made to the Land by Lessor, the Board or University, as their interests may appear, without deduction or depreciation. The policy shall be adjusted to comply with any applicable co-insurance provisions of such insurance policy. The policy or policies covering such loss must explicitly waive any co-insurance penalty;
- (ii) A policy of comprehensive public liability insurance with respect to the University's use of the Land and the operations related thereto, whether conducted on or off the Land, against liability for personal injury (including bodily injury and death) and property damage, of not less than \$5,000,000 in combined single limit liability coverage; and
- (iii) Workers' compensation insurance issued by a responsible carrier authorized under the laws of the State of Louisiana to ensure employers against liability for compensation under the Labor Code of the State, or any act hereafter enacted as an amendment thereto.

All insurance required in this Section and all renewals of such insurance, with the exception of self-insurance or commercial insurance procured through the State of Louisiana, Division of Administration's Office of Risk Management ("ORM"), shall be issued by commercial insurers authorized to transact business in the State, and rated at least A- by Best's Insurance Reports (property/liability) or in the two highest rating categories of Standard and Poor. All insurance policies provided or caused to be provided by the Board shall expressly provide that the policies shall not be

cancelled or altered without thirty (30) days' prior written notice to the Lessor; and shall, to the extent obtainable, provide that no act or omission of the Lessor, or other provider of insurance that would otherwise result in forfeiture or reduction of the insurance will affect or limit the obligation of the insurance company to pay the amount of any loss sustained.

All policies of liability insurance the University is obligated to maintain according to this Ground Lease (other than any policy of workers' compensation insurance) will name the Lessor, the Board and any other such Persons or firms as the University may be required to name from time to time as additional insured and shall expressly provide that the policies shall not be cancelled or altered without thirty (30) days' prior written notice to the Lessor and the Board; and shall, to the extent obtainable, provide that no act or omission of the University or other provider of the insurance that would otherwise result in forfeiture or reduction of the insurance will affect or limit the obligation of the insurance company to pay the amount of any loss sustained. All public liability, property damage liability, and casualty policies maintained by the University shall be written as primary policies.

Proceeds of insurance received and/or the amount of any loss that is self-insured with respect to destruction of, or damage to, any portion of the improvements made upon the Land by the University by fire, or other casualty or event shall be paid to the Board.

## ARTICLE EIGHT CERTAIN LIENS PROHIBITED

Section 8.01. No Mechanics' Liens . Except as permitted in Section 8.02 hereof the Board and the University shall not suffer or permit any mechanics' liens or other liens to be enforced against the Land or the Lessor's Interest in the Land nor against the Board's or the University's leasehold interest in the Land by reason of a failure to pay for any work, labor, services, or materials supplied or claimed to have been supplied to the Board or the University or to anyone holding the Land or any part thereof through or under the Board or the University.

Section 8.02. Release of Recorded Liens . If any such mechanics' liens or materialmen's liens shall be recorded against the Land, the Board and the University shall cause the same to be released of record or, in the alternative, if the Board and the University in good faith desires to contest the same, the Board and the University shall be privileged to do so, but in such case the Board and the University hereby agree to indemnify and save the Lessor harmless from all liability for damages occasioned thereby and shall in the event of a judgment of foreclosure on said mechanics' lien, cause the same to be discharged and released prior to the execution of such judgment. In the event the Lessor reasonably should consider the Lessor's Interest endangered by any such liens and should so notify the Board and the Board should fail to provide adequate security for the payment of such liens, in the form of a surety bond, cash deposit or cash equivalent, or indemnity agreement reasonably satisfactory to the Lessor within thirty (30) days after such notice, then the Lessor, at the Lessor's sole discretion, may discharge such liens and recover from the Board immediately as additional Rent under this Ground Lease the amounts paid, with interest thereon from the date paid by the Lessor until repaid by the Board at the rate of ten percent (10%) per annum.

Section 8.03. Memorandum of Recitals . The memorandum of lease to be filed pursuant to Section 18.04 of this Ground Lease shall state that any third party entering into a contract with the Board or the University for improvements to be located on the Land, or any other party claiming under said third party, shall be on notice that neither the Lessor nor the Lessor's Land shall have any liability for satisfaction of any claims of any nature in any way arising out of a contract with the Board or the University.

**ARTICLE NINE  
OPERATION AND MANAGEMENT OF LAND**

Section 9.01. Management of Land . The Board and the University shall operate and manage the Land or cause the Land to be operated and managed in accordance the best practices of a prudent administrator in management of the Land for the benefit of the Lessor.

**ARTICLE TEN  
INDEMNIFICATION**

Section 10.01. Indemnification by the Board . Excluding the acts or omissions of the Lessor, its employees, agents or contractors, the Board shall and will indemnify and save harmless the Lessor, its agents, officers, and employees, from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions, and causes of action of any and every kind and nature arising or growing out of or in any way connected with the Board's or the University's possession and use of the Land. This obligation to indemnify shall include reasonable fees of legal counsel and third-party investigation costs and all other reasonable costs, expenses, and liabilities from the first notice that any claim or demand has been made; however, the Board and the Lessor shall use the same counsel if such counsel is approved by the Lessor, which approval shall not be unreasonably withheld or delayed. If the Lessor does not approve such counsel then the Lessor may retain independent counsel at the Lessor's sole cost and expense. It is expressly understood and agreed that the Board is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions and the Lessor shall in no way be responsible therefor.

**ARTICLE ELEVEN  
TERMINATION, DEFAULT AND REMEDIES**

Section 11.01. Events Of Default . Any one of the following events shall be deemed to be an "Event of Default" by the Board under this Ground Lease.

- A. The Board shall fail to pay any sum required to be paid to the Lessor under the terms and provisions of this Ground Lease and such failure shall not be cured within thirty (30) days after the Board's receipt of written notice from the Lessor of such failure.
- B. The taking by execution of the Board's leasehold estate for the benefit of any Person.
- C. The Board shall fail to perform any other covenant or agreement, other than the payment of money, to be performed by the Board under the terms and provisions of this Ground Lease and such failure shall not be cured within ninety (90) days after receipt of written notice from the Lessor of such failure; provided that if during such ninety (90) day period, the Board takes action to cure such failure but is unable, by reason of the nature of the work involved, to cure such failure within such period and continues such work thereafter diligently and without unnecessary delays, such failure shall not constitute an Event of Default hereunder until the expiration of a period of time after such ninety (90) day period as may be reasonably necessary to cure such failure.
- D. A court of competent jurisdiction shall enter an order for relief in any involuntary case

commenced against the Board, as debtor, under the Federal Bankruptcy Code, as now or hereafter constituted, or the entry of a decree or order by a court having jurisdiction over the Land appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator, or other similar official of or for the Board or any substantial part of the properties of the Board or ordering the winding up or liquidation of the affairs of the Board, and the continuance of any such decree or order unstayed and in effect for a period of ninety (90) consecutive days.

- E. The commencement by the Board of a voluntary case under the Federal Bankruptcy Code, as now or hereafter constituted, or the consent or acquiescence by the Board to the commencement of a case under such Code or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator, or other similar official of or for the Board or any substantial part of the properties of the Board.

Section 11.02. The Lessor's Rights Upon Default . Upon the occurrence and during the continuance of an Event of Default, the Lessor may at its option seek any and all damages occasioned by the Event of Default or may seek any other remedies available at law or in equity, including specific performance.

Section 11.03. Termination of Right of Occupancy . Notwithstanding any provision of law or of this Ground Lease to the contrary, except as set forth in Sections 1.03 and 1.05 hereof, the Lessor shall not have the right to terminate this Ground Lease prior to the Expiration Date hereof. However, in the event there is an Event of Default by the Board hereunder, the Lessor shall have the right to take possession of the Land in its own right for the remaining Term of this Lease. Upon such event, the Board hereby agrees to convey all of its right, title and interest under this Ground Lease and the Land to the Lessor.

Lessor shall have the right to terminate this Ground Lease under the circumstances recited in Section 1.04 hereof.

Section 11.04. Rights of The Lessor Cumulative . All rights and remedies of the Lessor provided for and permitted in this Ground Lease shall be construed and held to be cumulative, and no single right or remedy shall be exclusive of any other which is consistent with the former. The Lessor shall have the right to pursue any or all of the rights or remedies set forth herein, as well as any other consistent remedy or relief which may be available at law or in equity, but which is not set forth herein. No waiver by the Lessor of a breach of any of the covenants, conditions or restrictions of this Ground Lease shall be construed or held to be a waiver of any succeeding or preceding breach of the same or of any other covenant, condition or restriction herein contained. The failure of the Lessor to insist in any one or more cases upon the strict performance of any of the covenants of this Ground Lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment of future breaches of such covenant or option.

## ARTICLE TWELVE TITLE

Section 12.01. Title to the Land . Title to the Land shall always be vested in the Lessor, subordinate and subject at all times to the Lessor's obligation of peaceful possession in favor of the Board as expressed in this Ground Lease. The Board's obligations to the Lessor to make payment of Rental and maintenance of the Land shall be the primary obligation of the Board under this Ground Lease.



## **ARTICLE THIRTEEN CONDEMNATION**

Section 13.01. Condemnation . Upon the permanent Taking of all the Land, this Lease shall terminate and expire as of the date of such Taking, and both the Lessor and the Board shall thereupon be released from any liability thereafter accruing hereunder except for Rent and all other amounts secured by this Ground Lease owed to the Lessor apportioned as of the date of the Taking. The Board shall receive notice of any proceedings relating to a Taking and shall have the right to participate therein.

Section 13.02. Partial Condemnation . Upon a temporary Taking or a Taking of less than all of the Land, the Board, at its election, may terminate this Ground Lease by giving the Lessor notice of its election to terminate at least sixty (60) days prior to the date of such termination if the Board reasonably determines that the Land cannot be economically and feasibly used by the Board for its intended purposes under this Ground Lease. Upon any such termination, the Rent accrued and unpaid hereunder shall be apportioned to the date of termination. In the event there is a partial condemnation of the Land and the Board decides not to terminate this Ground Lease, the Board and the Lessor shall either amend this Ground Lease or enter into a new lease.

Section 13.03. Payment of Awards . Upon the Taking of all or any portion of the Land the Board shall be entitled (free of any claim by the Lessor) to the Award for the value of the Board's Interest (such value to be determined as if this Ground Lease were in effect and continuing to encumber the Lessor's Interest).

## **ARTICLE FOURTEEN ASSIGNMENT, SUBLETTING, AND TRANSFERS OF THE BOARD'S INTEREST**

Section 14.01. Assignment of Leasehold Interest . Except as expressly provided for in this Article Fourteen, the Board shall not have the right to sell or assign the leasehold estate created by this Lease, or the other rights of the Board hereunder to any Person without the prior written consent of the Lessor.

Section 14.02. Subletting . The Board is not authorized to sublet the Land to any entity.

Section 14.03. Transfers of the Boards Interest . Except as otherwise expressly provided herein, any Person succeeding to the Board's interest as a consequence of any permitted conveyance, transfer or assignment shall succeed to all of the obligations of the Board hereunder and shall be subject to the terms and provisions of this Ground Lease.

## **ARTICLE FIFTEEN COMPLIANCE CERTIFICATES**

Section 15.01. The Lessor's Compliance . The Lessor agrees, at any time and from time to time upon not less than thirty (30) days prior written notice by the Board, to execute, acknowledge and deliver to the Board or to such other party as the Board shall request, a statement in writing certifying (a) that this Ground Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), (b) to the best of Lessor's knowledge, whether or not there are then existing any offsets or defenses against the enforcement of any of the terms, covenants or conditions hereof upon the part of the Board to be performed (and if so specifying the same), (c) the dates to which the Rent and other charges have been paid, and (d) the dates of commencement and expiration of the Term, it being intended that any such

statement delivered pursuant to this Section may be relied upon by any Person.

Section 15.02. The Board's Compliance . The Board agrees, at any time and from time to time, upon not less than thirty (30) days prior written notice by the Lessor, to execute, acknowledge and deliver to the Lessor a statement in writing addressed to the Lessor or to such other party as the Lessor shall request, certifying (a) that this Ground Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications); (b) the dates to which the Rent and other charges have been paid; (c) to the best of its knowledge after due inquiry, whether an Event of Default (or, to the best of its knowledge) has occurred and is continuing hereunder (and stating the nature of any such Event of Default); and (d) the dates of commencement and expiration of the Term, it being intended that any such statement delivered pursuant to this Section may be relied upon by any prospective (and permitted) assignee, sublessee or mortgagee of this Ground Lease or by any assignee or prospective assignee of any such permitted mortgage or by any Person.

**ARTICLE SIXTEEN  
(RESERVED)**

**ARTICLE SEVENTEEN  
FORCE MAJEURE**

Section 17.01. Discontinuance During Force Majeure . Whenever a period of time is herein prescribed for action to be taken by the Board, the Board shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to Force Majeure. The Lessor shall not be obligated to recognize any delay caused by Force Majeure unless the Board shall within ten (10) days after the Board is aware of the existence of an event of Force Majeure, notify the Lessor thereof.

**ARTICLE EIGHTEEN  
MISCELLANEOUS**

Section 18.01. Nondiscrimination, Employment and Wages . Any discrimination by the Board or its agents or employees on account of race, color, sex, age, religion, national origin or handicap, in employment practices or in the performance of the terms, conditions, covenants and obligations of this Ground Lease, is prohibited.

Section 18.02. Notices . Notices or communications to the Board or the Lessor required or appropriate under this Ground Lease shall be in writing, sent by (a) personal delivery, or (b) expedited delivery service with proof of delivery, or (c) registered or certified United States mail, postage prepaid, or (d) prepaid telecopy if confirmed by expedited delivery service or by mail in the manner previously described, addressed as follows:

If to the Board:  
Board of Supervisors for the University of Louisiana System  
Claiborne Building  
1201 N Third Street, Suite 7-300  
Baton Rouge, Louisiana 70802  
Attention: Director of Facility Planning

with copies to:  
McNeese State University

c/o Facilities and Plant Operations  
P. O. Box 90460  
Lake Charles, Louisiana 70609-9460  
Attention: Richard Rhoden, Director of Facilities and Plant Operations

If to the Lessor:

J. Scott Vincent  
742 Pujoe Street  
Lake Charles, LA 70602-1330

Lastie Paul Vincent, III  
P.O. Box 1330  
Lake Charles LA 70601

Bordulac, Inc.  
P.O. Box 1330  
Lake Charles, LA 70601

or to such other address or to the attention of such other person as hereafter shall be designated in writing by such party. Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of delivery service or mail, as of the date of deposit in the mail in the manner provided herein, or in the case of telecopy, upon receipt.

Section 18.03. Relationship of Parties . Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship, between the parties hereto. It is understood and agreed that no provision contained herein nor any acts of the parties hereto creates a relationship other than the relationship of the Board and the Lessor.

Section 18.04. Memorandum of Ground Lease . Neither the Board nor the Lessor shall file this Ground Lease for record in Calcasieu Parish, Louisiana or in any public place without the written consent of the other. In lieu thereof the Board and the Lessor agree to execute in recordable form a memorandum of this Ground Lease in the form of Exhibit C attached hereto. Such memorandum shall be filed for record in Calcasieu Parish, Louisiana.

Section 18.05. Attorney's Fees . If either party is required to commence legal proceedings relating to this Ground Lease, the prevailing party shall be entitled to receive reimbursement for its reasonable attorneys' fees and costs of suit.

Section 18.06. Louisiana Law to Apply . This Ground Lease shall be construed under and in accordance with the laws of the State of Louisiana, and all obligations of the parties created hereunder are performable in Calcasieu Parish, Louisiana.

Section 18.07. Warranty of Peaceful Possession . The Lessor covenants that the Board, on paying the Rent and performing and observing all of the covenants and agreements herein contained and provided to be performed by the Board, shall and may peaceably and quietly have, hold, occupy, use, and enjoy the Land during the Term and may exercise all of its rights hereunder; and the Lessor agrees to warrant and forever defend the Board's right to such occupancy, use, and enjoyment and the title to the Land against the claims of any and all Persons whomsoever lawfully claiming the same, or any part thereof subject only to the provisions of this Ground Lease and the matters listed on Exhibit B attached hereto.

Section 18.08. Curative Matters . Except for the express representations and warranties of the Board set forth in this Ground Lease, any additional matters necessary or desirable to make the Land useable for the Board's purpose shall be undertaken, in the Board's sole discretion, at no expense to the Lessor. The Board shall notify the Lessor in writing of all additional matters undertaken by the Board to make the Land usable for the Board's purpose.

Section 18.09. Nonwaiver . No waiver by the Board or the Lessor of a breach of any of the covenants, conditions, or restrictions of this Ground Lease shall constitute a waiver of any subsequent breach of any of the covenants, conditions or restrictions of this Ground Lease. The failure of the Lessor or the Board to insist in any one or more cases upon the strict performance of any of the covenants of this Ground Lease, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant or option. A receipt by the Lessor or acceptance of payment by the Lessor of Rent with knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach. No waiver, change, modification or discharge by the Lessor or the Board of any provision of this Ground Lease shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged.

Section 18.10. Terminology . Unless the context of this Ground Lease clearly requires otherwise, (a) pronouns, wherever used herein, and of whatever gender, shall include natural persons and corporations and associations of every kind and character; (b) the singular shall include the plural wherever and as often as may be appropriate; (c) the word "includes" or "including" shall mean "including without limitation;" (d) the word "or" shall have the inclusive meaning represented by the phrase "and/or;" (e) the words "hereof," "herein," "hereunder," and similar terms in this Ground Lease shall refer to this Ground Lease as a whole and not to any particular section or article in which such words appear. The section, article and other headings in this Lease and the Table of Contents to this Ground Lease are for reference purposes and shall not control or affect the renovation of this Ground Lease or the interpretation hereof in any respect. Article, section and subsection and exhibit references are to this Ground Lease unless otherwise specified. All exhibits attached to this Ground Lease constitute a part of this Ground Lease and are incorporated herein. All references to a specific time of day in this Ground Lease shall be based upon Central Standard Time (or the other standard of measuring time then in effect in Lake Charles, Louisiana).

Section 18.11. Counterparts . This agreement may be executed in multiple counterparts, each of which shall be declared an original.

Section 18.12. Severability . If any clause or provision of this Ground Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Ground Lease, then and in that event, it is the intention of the parties hereto that the remainder of Ground Lease shall not be affected thereby.

Section 18.13. Authorization . By execution of this Ground Lease, the Board and the Lessor each represent to the other that they are entities validly existing, duly constituted and in good standing under the laws of the jurisdiction in which they were formed and in which they presently conduct business; that all acts necessary to permit them to enter into and be bound by this Ground Lease have been taken and performed; and that the persons signing this Ground Lease on their behalf have due authorization to do so.

Section 18.14. Ancillary Agreements . In the event it becomes necessary or desirable for the Lessor to approve in writing any ancillary agreements or documents concerning the Land or concerning the maintenance of the Land by the Board or to alter or amend any such ancillary agreements between the Lessor and the Board or to give any approval or consent of the Lessor required under the terms of this Ground Lease, all agreements, documents or approvals shall be forwarded to the Board Representative.

Section 18.15. Amendment . No amendment, modification, or alteration of the terms of this Ground Lease shall be binding unless the same be in writing dated on or subsequent to the date hereof and duly executed by the parties hereto and consented to, to the extent required by Article VIII of the Agreement.

Section 18.16. Successors and Assigns . All of the covenants, agreements, terms and conditions to be observed and performed by the parties hereto shall be applicable to and binding upon their respective successors and assigns including any successor by merger or consolidation of the University into another educational institution or the Board into another educational management board.

Section 18.17. Entire Agreement . This Ground Lease, together with the exhibits attached hereto, contains the entire agreement between the parties hereto with respect to the Land and contains all of the terms and conditions agreed upon with respect to the lease of the Land, and no other agreements, oral or otherwise, regarding the subject matter of this Ground Lease shall be deemed to exist or to bind the parties hereto; it being the intent of the parties that neither shall be bound by any term, condition, or representations not herein written.

IN WITNESS WHEREOF, the undersigned representative has signed this Lease on behalf of the Board of Supervisors for the University of Louisiana System on the 27<sup>th</sup> day of June, 2012.

WITNESSES:

Kim [Signature]  
Shanice [Signature]

**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

By: [Signature]  
Philip C. Williams  
Authorized Representative

[Signature]  
NOTARY PUBLIC  
NOTARY PUBLIC ID NO.: 51331  
Printed Name: Sandra I. Marceaux  
Address: 5837 Bennie Lane  
Lake Charles, Louisiana 70605  
My Commission expires at: LIFE

IN WITNESS WHEREOF, the undersigned representative has signed this Lease on the 27th day of June, 2012.

WITNESSES:

Eddie [Signature]  
Brenda [Signature]

By: [Signature]  
J. SCOTT VINCENT

[Signature]  
NOTARY PUBLIC  
NOTARY PUBLIC ID NO.: 51331  
Printed Name: Sandra I. Marceaux  
Address: 5837 Bennie Lane  
Lake Charles, Louisiana 70605  
My Commission expires at: LIFE

IN WITNESS WHEREOF, the undersigned representative has signed this Lease on the 27th day of June, 2012.

WITNESSES:

[Signature]  
Brenda Callow

By: [Signature]  
LASTIE PAUL VINCENT, III

[Signature]  
NOTARY PUBLIC  
NOTARY PUBLIC ID NO.: 51331  
Printed Name: Sandra I. Marceaux  
Address: 5837 Bennie Lane  
Lake Charles, Louisiana 70605  
My Commission expires at: LIFE

IN WITNESS WHEREOF, the undersigned representative has signed this Lease on the 27th day of June, 2012.

WITNESSES:

[Signature]  
Brenda Callow

BORDULAC, INC.

By: [Signature]  
J. SCOTT VINCENT, President

[Signature]  
NOTARY PUBLIC  
NOTARY PUBLIC ID NO.: 51331  
Printed Name: Sandra I. Marceaux  
Address: 5837 Bennie Lane  
Lake Charles, Louisiana 70605  
My Commission expires at: LIFE

STATE OF LOUISIANA

PARISH OF CALCASIEU

BE IT KNOWN, that on this 27th day of June, 2012, before me, the undersigned authority, duly commissioned, qualified, and sworn within and for the State and Parish aforesaid, personally came and appeared:

**PHILIP C. WILLIAMS**

To me known to be the identical person who executed the above and foregoing instrument, who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he is the duly appointed (Authorized Representative of the Board of Supervisors for the University of Louisiana System (the "Board")), that the aforesaid instrument was signed by him, on this date, on behalf of the Board and that the above named person acknowledge said instrument to be the free act and deed of the Board.

WITNESSES:

*Cedric P. ...*

*Shavonne ...*

*Philip C. Williams*

PHILIP C. WILLIAMS  
Authorized Representative

*Sandra I. Marceaux*

NOTARY PUBLIC

NOTARY PUBLIC ID NO.: 51331

Printed Name: Sandra I. Marceaux

Address: 5837 Bennie Lane

Lake Charles, Louisiana 70605

My Commission expires at: LIFE



STATE OF LOUISIANA

PARISH OF CALCASIEU

BE IT KNOWN, that on this 27th day of June, 2012, before me, the undersigned authority, duly commissioned, qualified, and sworn within and for the State and Parish aforesaid, personally came and appeared:

**J. SCOTT VINCENT.**

to me known to be the identical person who executed the above and foregoing Ground Lease Agreement, who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he is the individual who signed the aforesaid Ground Lease Agreement, on this date, and that he acknowledges his signature on the aforesaid instrument to be his the free act and deed.

WITNESSES:

Eddie P. [Signature]  
Brenda Coallen

[Signature]  
J. SCOTT VINCENT

[Signature]  
NOTARY PUBLIC  
NOTARY PUBLIC ID NO.: 51331  
Printed Name: Sandra I. Marceaux  
Address: 5837 Bennie Lane  
Lake Charles, Louisiana 70605  
My Commission expires at: LIFE

STATE OF LOUISIANA

PARISH OF CALCASIEU

BE IT KNOWN, that on this 27th day of June, 2012, before me, the undersigned authority, duly commissioned, qualified, and sworn within and for the State and Parish aforesaid, personally came and appeared:

**LASTIE PAUL VINCENT, III**

to me known to be the identical person who executed the above and foregoing Ground Lease Agreement, who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he is the individual who signed the aforesaid Ground Lease Agreement, on this date, and that he acknowledges his signature on the aforesaid instrument to be his the free act and deed.

WITNESSES:

*Tim Drouot*  
*Brenda Callow*

*Lastie Paul Vincent III*  
LASTIE PAUL VINCENT, III

*Sandra I. Marceaux*  
NOTARY PUBLIC  
NOTARY PUBLIC ID NO.: 51331  
Printed Name: Sandra I. Marceaux  
Address: 5837 Bennie Lane  
Lake Charles, Louisiana 70605  
My Commission expires at: LIFE

STATE OF LOUISIANA

PARISH OF CALCASIEU

BE IT KNOWN, that on this 27th day of June, 2012, before me, the undersigned authority, duly commissioned, qualified, and sworn within and for the State and Parish aforesaid, personally came and appeared:

**BORDULAC, INC.**

to me known to be the identical person who executed the above and foregoing Ground Lease Agreement, who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he is the individual who signed the aforesaid Ground Lease Agreement, on this date, and that he acknowledges his signature on the aforesaid instrument to be his the free act and deed.

WITNESSES:

Eddie Robinson  
Brenda Callow

By: J. Scott Vincent  
J. SCOTT VINCENT, President

WITNESSES:

Kim D'Arment  
Brenda Callow

Attest:

Lastic Paul Vincent, III  
Lastic Paul Vincent, III, Secretary

Sandra I. Marceaux  
NOTARY PUBLIC  
NOTARY PUBLIC ID NO.: 51331  
Printed Name: Sandra I. Marceaux  
Address: 5837 Bennie Lane  
Lake Charles, Louisiana 70605  
My Commission expires at: LIFE

**EXHIBIT A**

**PROPERTY DESCRIPTION**

East one-half ( $\frac{1}{2}$ ) of the Northwest Quarter, less 3.60 acres sold, in Section 5, Township 11 South, Range 8 West; and, the Northeast Quarter of the Southwest Quarter of Section 5 Township 11 South, Range 8 West, Calcasieu Parish, Louisiana.

**EXHIBIT B**

**PERMITTED LIENS**

1. Reservation by the Lessor of all of his rights to all oil, gas and associated hydrocarbons, and all other minerals, mineral substances, and mineral deposits of any kind or character, whether solid, liquid, or gaseous; provided, however, that the Lessor hereby has waived all rights to the use of the surface of the Land in connection with the exploration, development, production or transport of said oil, gas and minerals during the term of this Lease.

**EXHIBIT C**

**MEMORANDUM OF LEASE**

STATE OF LOUISIANA :  
PARISH OF CALCASIEU : KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Lease (the "Memorandum") is entered into by and between the BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM, as Lessee, and J. SCOTT VINCENT, LASTIE PAUL VINCENT, III, AND BORDULAC, INC., as Lessor.

**RECITALS**

- A. Lessor and Lessee have entered into a Ground Lease Agreement dated as of January 1, 2012 (the "Ground Lease"), whereby Lessor did lease to Lessee, and Lessee did lease from Lessor, the real property more particularly described on Exhibit A attached hereto and incorporated herein (the "Land").
- B. Lessor and Lessee desire to enter into this Memorandum, which is to be recorded in order that third parties may have notice of the parties' rights under the Ground Lease.

**GROUND LEASE TERMS**

Specific reference is hereby made to the following terms and provisions of the Ground Lease:

- 1. The term of the Ground Lease commenced on June 27, 2012 and shall continue until midnight on December 31, 2013, unless extended by virtue of two (2) additional optional periods of two (2) years each.
- 1. Any third party entering into a contract with Lessee for construction of improvements on the Land, or any other party claiming under said third party, is hereby on notice that Lessor shall not have any liability for satisfaction of any claims of any nature in any way arising out of such contracts.
- 2. Additional information concerning the provisions of the Ground Lease can be obtained from the parties at the following addresses:  
  
Lessee: Board of Supervisors for the University of Louisiana System  
Claiborne Building  
1201 N. Third Street, Suite 7-300  
Baton Rouge, LA 70802  
  
Lessor: J. Scott Vincent  
709 Kirby Street  
Lake Charles, LA 70602-1330  
  
Lastie Paul Vincent, III

709 Kirby Street  
Lake Charles, LA 70602-1330

Bordulac, Inc.  
709 Kirby Street  
Lake Charles, LA 70602-1330

This Memorandum is executed for the purpose of recordation in the public records of Calcasieu Parish, Louisiana in order to give notice of all the terms and provisions of the Ground Lease and is not intended and shall not be construed to define, limit, or modify the Ground Lease. All of the terms, conditions, provisions and covenants of the Ground Lease are incorporated into this Memorandum by reference as though fully set forth herein, and both the Ground Lease and this Memorandum shall be deemed to constitute a single instrument or document.

IN WITNESS WHEREOF, the undersigned representative has executed this Memorandum of Lease on behalf of the Board of Supervisors for the University of Louisiana System on the 27th day of June, 2012.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

By: \_\_\_\_\_  
**Philip C. Williams**  
Authorized Representative

IN WITNESS WHEREOF, the undersigned has executed this Memorandum of Lease on his behalf on the 27th day of June, 2012.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**J. SCOTT VINCENT**

\_\_\_\_\_  
**LASTIE PAUL VINCENT, III**

**BORDULAC, INC.**

Attest:

\_\_\_\_\_  
Lastie Paul Vincent, III, Secretary

By: \_\_\_\_\_  
J. Scott Vincent, President

STATE OF LOUISIANA

PARISH OF CALCASIEU

BE IT KNOWN, that on this 27th day of June, 2012, before me, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared:

**PHILIP C. WILLIAMS**

to me known to be the identical person who executed the above and foregoing instrument, who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he is the duly appointed Authorized Representative of the Board of Supervisors for the University of Louisiana System (the "Board"), that the aforesaid instrument was signed by him, on this date, on behalf of the Board and that the above named person acknowledges said instrument to be the free act and deed of the Board.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**PHILIP C. WILLIAMS**  
Authorized Representative

\_\_\_\_\_  
**NOTARY PUBLIC**



STATE OF LOUISIANA

PARISH OF CALCASIEU

BE IT KNOWN, that on this 27th day of June, 2012, before me, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared:

**J. SCOTT VINCENT, LASTIE PAUL VINCENT, III and BORDULAC, INC.**

to me known to be the identical person who executed the above and foregoing instrument, who declared and acknowledged to me, Notary, in the presence of the undersigned competent witnesses, that he is the individual who signed the aforesaid Memorandum of Lease, on this date, and that he acknowledges his signature on the aforesaid instrument to be his the free act and deed.

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_  
**J. SCOTT VINCENT**

\_\_\_\_\_

\_\_\_\_\_  
**LASTIE PAUL VINCENT, III**

**BORDULAC, INC.**

Attest:

By: \_\_\_\_\_

**J. Scott Vincent, President**

\_\_\_\_\_  
**Lastie Paul Vincent, III, Secretary**

\_\_\_\_\_  
**NOTARY PUBLIC**

**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**FACILITIES PLANNING COMMITTEE**

**April 12, 2018**

- Item H.4.**     **University of Louisiana at Lafayette's** request for approval to execute an Act of Correction and Ratification of the Old Charity Hospital property to correctly reflect the properties transferred to the Board of Supervisors for the University of Louisiana System.

**EXECUTIVE SUMMARY**

In January of 1981, property was transferred between the Department of Health and Human Resources and the Board of Trustees for State Colleges and Universities (now known as the Board of Supervisors for the University of Louisiana System). Errors were made in the legal description. This Act of Correction and Ratification will clean up the title to the 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 the University of Louisiana at Lafayette's request for approval to execute an Act of Correction and Ratification on the Old Charity Hospital property.*

***BE IT FURTHER RESOLVED,** that the University of Louisiana at Lafayette 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 the University of Louisiana at Lafayette or his designee is hereby designated and authorized to execute any and all documents necessary to execute the Act of Correction and Ratification.*

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



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

P. O. Drawer 41008  
Lafayette, LA 70504-1008  
(337) 482-6203  
Fax: (337) 482-5914  
e-mail: president@louisiana.edu

*Université des Acadiens*

March 22, 2018

H 4

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

Dear Dr. Henderson:

This is a request for approval to execute an Act of Correction and Ratification on the Old Charity Hospital property by myself and recordation of the same in the Lafayette Parish Clerk of Court's Office to correctly reflect the properties transferred to the Board of Supervisors for the University of Louisiana System.

At the time of the transfer of the property from the Department of Health and Human Resources to the Board of Trustees for State Colleges and Universities, errors were made in the legal description and the Act of Correction and Ratification clean up the title to the property. The Act of Correction and Ratification is attached.

Please place this item on the agenda for consideration at the April 2018 meeting of the Board of Supervisors.

Sincerely,

A handwritten signature in blue ink, appearing to read "E. Savoie".

E. Joseph Savoie  
President

svc

Attachments

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

ACT OF CORRECTION AND RATIFICATION

BE IT KNOWN, that on the day and dates hereinafter written, before the undersigned Notaries Public, duly commissioned and qualified in and for the State and Parishes aforesaid, and in the presence of the undersigned competent witnesses, personally came and appeared:

STATE OF LOUISIANA, DEPARTMENT OF HEALTH AND HOSPITALS (formerly known as the State of Louisiana, Department of Health and Human Resources), a statutory entity organized and existing under the laws of the State of Louisiana, appearing herein by its authorized representative,

\_\_\_\_\_,  
STATE OF LOUISIANA, DIVISION OF ADMINISTRATION, a statutory entity organized and existing under the laws of the State of Louisiana, appearing herein as a necessary party pursuant to La. R.S. 39:11 by its authorized representative, Commission Jay Dardenne, (hereinafter referred to as "Transferor");

AND

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM (formerly known as State of Louisiana, Board of Trustees for State Colleges and Universities), acting on behalf of the University of Louisiana at Lafayette, represented herein by its authorized representative, \_\_\_\_\_, (hereinafter referred to as "Transferee");

who declared that by act of Transfer dated January 21, 1981 and January 22, 1981, a copy of which is recorded under Entry No. 2017-5231 of the records of the Lafayette Parish Clerk of Court's Office, Transferor transferred unto Transferee property more particularly described as follows, to-wit:

That property located in Lafayette Parish at the Lafayette Charity Hospital site, owned by the Department of Health and Human Resources, Lafayette Charity Hospital, comprising a visitor's parking lot being of irregular shape, having a frontage of 75 feet on Brooks Street, a depth of 160 feet, the rearmost part of the lot being bounded by the coulee, and having other such measurements thereunto pertaining; the clinic building having a frontage of 100 feet on Brooks Street by a depth of 400 feet on its east side, 435 feet on its west side, and bounded on the southernmost side by Brooks Street, on the easternmost side by West Saint Mary Boulevard, the northernmost side of which is partially bound by Cherry Street and by lands belonging to or described as the Convent of the Most Holy Sacrament; and by the coulee on the westerly side.

That several errors were committed in the preparation of the legal description of said properties. It is the intention of the Appearers herein to not only correct the errors contained in the legal description referenced hereinabove, but to also revise, clarify and modify the description to read more completely as follows, to-wit:

That property located in Lafayette Parish at the Lafayette Charity Hospital site, owned by the Department of Health and Human Resources, Lafayette Charity Hospital, comprising:

- (1) A visitor's parking lot being of irregular shape, having a frontage of 75 feet on Brooks Street, a depth of 160 feet, the rearmost part of the lot being bounded by the coulee, and having other such measurements thereunto pertaining and more particularly described as follows:

Those certain lots of ground situated in Elmhurst Park Addition in the City of Lafayette, Parish of Lafayette, Louisiana, together with all buildings and improvements thereon and thereunto belonging, being all of Lots Nine, Ten, Eleven, and the Southwest Twenty Feet of Lot Eight, Block Eighteen (9, 10, 11 & SW 20' of 8, Block 18); said lots having such dimensions as appear on plat of survey by C. S. Babin, C.E., dated July 10, 1905, and on file in the Clerk of Court's Office, Lafayette Parish, Louisiana, and being bounded as follows: Northwesterly by Brook Avenue, Southwesterly by property of Dr. Carrol Mouton, heirs or assigns, in part, in part by property of Warren Joseph and in part by property of Maxie P. Duhon, heirs or assigns, and Southeasterly by Coulee Mine and Northeasterly by the remaining portion of Lot Eight (8) of said Block Eighteen (18) of said Subdivision.

LESS AND EXCEPT: That certain parcel of ground, triangular in shape, situated in the Elmhurst Park Addition of the City of Lafayette, Louisiana, and being the Southeast portion of Lot Number 11 of Block 18 of said Addition, measuring 111 feet on its southern boundary, 98 feet on its northern boundary and 36.2 feet on its eastern boundary and is bounded Northerly by the remaining property of Arthur T. Landry Estate, Easterly by a Coulee and Westerly by property of Maxie P. Duhon, heirs or assigns, being a portion of property acquired by Arthur T. Landry by Act No. 86502 of the records of the Lafayette Parish Clerk of Court's Office.

Being the same property acquired by the Southwest Louisiana Charity Hospital by act of Donation dated December 2, 1959, recorded under Entry No. 389233 of the records of the Lafayette Parish Clerk of Court's Office.

- (2) The clinic building property having a frontage of 100 feet on Brook Avenue and being more particularly described as follows:

That certain tract of land, together with all buildings and improvements thereon, situated in the City of Lafayette, Parish of Lafayette, Louisiana, measuring one hundred (100) feet front on Brook Avenue by a depth between parallel lines measuring three hundred ninety (390) feet on its northeastern line and four hundred thirty-five (435) feet on the southwestern line, said tract of land is bounded northwesterly by Brook Avenue, southeasterly by a coulee, northeasterly by property of George Boudreaux, or his heirs or assigns, and southwesterly by property of Rene Dartz, Aril Trosclair, Vernon Guthrie and O. H. Breidenback, or their assigns, all as more fully shown on a plat of survey by C. K. Langlinais, C.E., dated September 10, 1954, a copy of which is attached to act recorded under Entry No. 308550 of the records of the Lafayette Parish Clerk of Court's Office.

Being the same property acquired by the State of Louisiana, for use by Louisiana Board of Institutions, by act of Cash Sale dated September 27, 1954, recorded under Entry No. 308550 of the records of the Lafayette Parish Clerk of Court's Office.

- (3) All that property bounded on the southernmost side by Brooks Street and portions of Lot 3, Block 21, Elmhurst Park Addition, on the easternmost side

by West Saint Mary Boulevard, the northernmost side of which is partially bound by Cherry Street and by lands belonging to or described as the Convent of the Most Holy Sacrament; and by the coulee on the westerly side, being more particularly described as follows:

- a. That certain parcel of land with all improvements, situated in Elmhurst Park Addition of the City of Lafayette, Parish of Lafayette, Louisiana, and having 250 feet front on St. Mary Street, by a depth between parallel lines of 407 feet and is bounded North by St. Mary Street, South by Mildred Street, East by Brooks Avenue and West by Lafayette Street, and being the same property acquired by Dr. Oliver P. Daly from Albert and Lillian Landry by Act #65119 in Book O-6, Page 108, by Act #71775 in Book B-7, Page 148, by Act #80366 in Book B-8, Page 40 and by Act #128027 in Book G-12, Page 559, and being a part of the same property acquired by Albert and Lillian Landry from the Succession of Irma Landry by Act #52555 in Book D-5, Page 594 and by Albert Landry from Anita Hohorst by Act #27961 in Book of Mortgages #1, Page 18 and by Albert Landry from J. Franklin Mouton by Act #28800 in Book Z-2, Page 626 of the Conveyance records of Lafayette Parish, Louisiana.

Being the same property acquired by the State of Louisiana by act of Cash Sale dated August 24, 1937, recorded under Entry No. 128362 of the records of the Lafayette Parish Clerk of Court's Office.

- b. That certain parcel of land situated in the Second Extension to Elmhurst Park Addition to the City of Lafayette, Parish of Lafayette, Louisiana, being a part of Lot Number One (1) of Block Number Twenty-One (21) of said Extension. The said part of said Lot herein sold is more particularly described as follows: The northeastern one hundred fifty feet of said Lot Number One (1) measuring one hundred three and 4/10 (103.4) feet front on Mildred Street by a depth in parallel lines of one hundred fifty and no/100 (150) feet. The said parcel is bounded northwesterly by the property of Convent of the Most Holy Sacrament or assigns, southeasterly by the northeast one hundred fifty feet of Lot Number Two (2), said Block, said Extension, northeasterly by Mildred Street and southwestly by the remaining portion of said Lot Number One, said Block, said Extension.

Being the same property acquired by the State of Louisiana by act of Cash Sale dated October 7, 1938, recorded under Entry No. 137025 of the records of the Lafayette Parish Clerk of Court's Office.

- c. Those certain lots of ground, together with all improvements thereon and thereunto belonging, being situated in Elmhurst Park Addition, Extension Number Two (2), City of Lafayette, Parish of Lafayette, Louisiana, as more fully shown by Plat of Survey drawn by Fred L. Colomb, Registered Surveyor Number 145, dated January 20, 1956, attached to act recorded under Entry No. 387312 of the records of the Lafayette Parish Clerk of Court's Office, being more fully described as follows: Beginning at a point marked "A" on Plat of Survey, which point is the juncture of the Northeast corner of said tract of land with Mildred Street thence, South forty-two (42) degrees, fifty-seven (57), minutes West, a distance of one hundred fifty (150) feet to a point marked "B" on Plat of Survey, thence North forty-seven (47) degrees, forty-eight (48) minutes West, a distance of one hundred three feet four inches (103.4) to a point marked "C" on Plat of Survey, thence South forty-two (42) degrees five (05) minutes West, a distance of one hundred forty-nine (149.0) feet to a point marked "D" on Plat of Survey which point is the thread of the Coulee Mine Branch, thence southerly along the thread of the Coulee Mine Branch,

which line marks the boundary between the property being sold herein and Southwestern Villa, a distance of three hundred nine feet four inches (309.4) to a point marked "E" on Plat of Survey, which point is the thread of the Coulee Mine Branch, thence North forty-two (42) degrees, five (05) minutes East, a distance of one hundred thirty-seven feet two inches (137.2) to a point marked "F" on Plat of Survey, thence North forty-seven (47) degrees, forty-eight (48) minutes West, a distance of one hundred three feet (103.0) to a point marked "G" on Plat of Survey, thence North forty-two (42) degrees, five (05) minutes East, a distance of three hundred (300) to a point marked "H" on Plat of Survey, thence North forty-seven (47) degrees, forty-eight (48) minutes West, a distance of one hundred three feet (103.0) to the point of beginning. The property above described consists of the Southwesterly portion of Lot No. 1, all of Lot No. 2, and the Southwesterly portion of Lot No. 3, Block 21, Elmhurst Park Addition, Extension No. 2, City of Lafayette, Parish of Lafayette, Louisiana, all as more fully shown on Plat of Survey attached to Entry No. 387312 of the records of the Lafayette Parish Clerk of Court's Office.

Being the same property acquired by the State of Louisiana, for use and benefit of Southwest Louisiana Charity Hospital, by act of Cash Sale dated October 13, 1959, recorded under Entry No. 387312 of the records of the Lafayette Parish Clerk of Court's Office.

The Appearers herein ratify and confirm the intention of the transfer of the subject property in its entirety in said Act of Transfer and herein request that the Clerk of Court for the Parish of Lafayette, Louisiana, make mention of the within Act of Correction and Ratification in the margin of his records under Entry No. 2017-5231 to serve as occasion may require.

THUS DONE AND SIGNED at \_\_\_\_\_ Parish, Louisiana, on the \_\_\_\_ day of \_\_\_\_\_, 2018, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES: STATE OF LOUISIANA, DEPARTMENT OF HEALTH AND HOSPITALS

Printed Name of Witness: \_\_\_\_\_ BY: \_\_\_\_\_  
Authorized Representative

Printed Name of Witness: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
Name of Notary: \_\_\_\_\_  
Notary ID# \_\_\_\_\_

THUS DONE AND SIGNED by the Louisiana Division of Administration at East Baton Rouge Parish, Louisiana, on the \_\_\_\_ day of \_\_\_\_\_, 2018, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES: STATE OF LOUISIANA, DIVISION OF ADMINISTRATION

\_\_\_\_\_  
Printed Name of Witness: \_\_\_\_\_ BY: \_\_\_\_\_  
Commissioner of Administration

\_\_\_\_\_  
Printed Name of Witness: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
Name of Notary: \_\_\_\_\_  
Notary ID# \_\_\_\_\_

THUS DONE AND SIGNED at \_\_\_\_\_ Parish, Louisiana, on the \_\_\_\_ day of \_\_\_\_\_, 2018, in the presence of the undersigned competent witnesses and me, Notary, after due reading of the whole.

WITNESSES: BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM

\_\_\_\_\_  
Printed Name of Witness: \_\_\_\_\_ BY: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Printed Name of Witness: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
Name of Notary: \_\_\_\_\_  
Notary ID# \_\_\_\_\_



**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**FACILITIES PLANNING COMMITTEE**

**April 12, 2018**

- Item H.6.** University of New Orleans' request for approval to amend the Contract of Land Lease with the Orleans Parish School Board for the Benjamin Franklin High School site.

**EXECUTIVE SUMMARY**

As allowed by R.S. 17:3361 (2)(a), on February 10, 1987, the University leased 3 parcels of ground (Lots BF1, BF2 and BF3) to the Orleans Parish School Board for the construction and operation of Benjamin Franklin High School. The Contract of Land Lease prohibits the Lessee from constructing any buildings on Lots BF1 and BF3, which were to be used exclusively for playing fields and parking lots. The Lessee has requested approval to construct a Press Box/Concessions/Toilet Room building on Lot BF1. The University is supportive of the modifications to its athletic fields and buildings that the Lessee is proposing. This Amendment 1 changes the lease language to allow buildings to be constructed on Lots BF1 and BF3 with the written approval of the Lessor.

**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 New Orleans' request for approval to amend the Contract of Land Lease with the Orleans Parish School Board for the Benjamin Franklin High School site.*

***BE IT FURTHER RESOLVED,** that the University of New Orleans 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 the University of New Orleans and his or her designee is hereby designated and authorized to execute any and all documents necessary to execute the Lease Amendment.*

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



H 6

THE UNIVERSITY *of*  
**NEW ORLEANS**  

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**OFFICE OF THE PRESIDENT**

March 20, 2018

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

Re: Amendment 1 to the Contract of Land Lease between Board of Supervisors for the University of Louisiana System with and on behalf of University of New Orleans and Orleans Parish School Board

Dear Dr. Henderson,

I am requesting approval to Amendment 1 to the Contract of Land Lease between Board of Supervisors for the University of Louisiana System with and on behalf of University of New Orleans and Orleans Parish School Board.

Thank you for your consideration.

Sincerely,

John W. Nicklow  
President

**Amendment 1 to the Contract of Land Lease**  
**Between**  
**Board of Supervisors for the University of Louisiana System with and on behalf of University of New Orleans and**  
**And**  
**Orleans Parish School Board**

The Parties agree to amend the Original Contract of Lease by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, the original "Lessor" and Orleans Parish School Board, the "Lessee", dated February 10, 1987, for the Benjamin Franklin High School site.

In accordance with Act 419 of the 2011 Regular Session of the Louisiana Legislature and the Act of Transfer pursuant thereto, the Board of Supervisors for the University of Louisiana System is the successor entity over University of New Orleans and has full power and authority to take any and all actions appropriate or required in connection with this Contract of Land Lease. The "Board of Supervisors for the University of Louisiana System for and on behalf of the University of New Orleans" is hereinafter the "Lessor".

Section 2, Description of Leased shall now read:

**DESCRIPTION OF LEASED PREMISES**

2) Subject to the provisions, terms, and conditions and for the sole purpose and use hereinafter set forth, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor Lot BF2 of the University of New Orleans campus, more fully described in Exhibit "E." for the construction of buildings and related facilities for the Benjamin Franklin High School, Lot BF1, described in Exhibit "F." for the construction of playing fields and a parking lot, and Lot BF3, described in Exhibit "G." for an additional parking lot with access roads and driving lanes; buildings may not be constructed on Lot BF1 or BF3 without the written approval of the Lessor.

**IN WITNESS WHEREOF**, this Amendment has been signed by an authorized representative of each party and is entered into on this \_\_\_\_\_ day of March, 2018.

**WITNESSES**

**UNIVERSITY OF NEW ORLEANS**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
John W. Nicklow, PhD, PE, PH, DWRE  
President

\_\_\_\_\_  
\_\_\_\_\_

**ORLEANS PARISH SCHOOL BOARD**

\_\_\_\_\_  
John A. Brown, Sr., President

LEASE OF LAND

STATE OF LOUISIANA

PARISH OF ORLEANS

THIS CONTRACT OF LAND LEASE, made and entered into on the date hereinafter set forth, by and between:

1. BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AND AGRICULTURAL AND MECHANICAL COLLEGE, a public corporation domiciled in the Parish of East Baton Rouge, Louisiana, herein appearing through and represented by Allen A. Copping, President, hereunto duly authorized by resolutions of said Board of Supervisors adopted on October 18, 1985, and January 30, 1987, certified copies of which are annexed hereto as Exhibit "A" and "B," respectively, and made a part hereof, and hereinafter called the "Lessor";

and

2. ORLEANS PARISH SCHOOL BOARD, a political subdivision of the State of Louisiana, herein appearing through and represented by Gail Moore Glapion, President, hereunto duly authorized by resolutions of said Board adopted at meetings held on November 10, 1986, and January 12, 1987, certified copies of which are annexed hereto as Exhibit "C" and "D," respectively, and made a part hereof, hereinafter called the "Lessee",

declared and acknowledged that, for the price and consideration and upon the terms and conditions hereinafter set forth and expressed and the covenants and agreements hereinafter contained to be kept and performed, they, Lessor and Lessee, have agreed and do hereby agree as follows:

PURPOSE

- 1) In entering into this lease, the ORLEANS PARISH SCHOOL BOARD affirms its aspiration of creating a stimulating academic environment and promoting academic excellence within its faculty and student body which will benefit the Benjamin Franklin High School, the University of New Orleans, and the Greater New Orleans

Area. Lessor's sole intent is to provide a site for a high school specifically designated for academically superior students. Lessee intends to encourage the cultivation and retention of outstanding talent in this metropolitan area and in the State of Louisiana.

DESCRIPTION OF  
LEASED PREMISES

- 2) Subject to the provisions, terms, and conditions and for the sole purpose and use hereinafter set forth, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor Lot BF2 of the University of New Orleans campus, more fully described in Exhibit "E," for the construction of buildings and related facilities for the Benjamin Franklin High School, Lot BF1, described in Exhibit "F," exclusively for the construction of playing fields and a parking lot, and Lot BF3, described in Exhibit "G," for an additional parking lot with access roads and driving lanes; buildings may not be constructed on Lot BF1 or BF3. The survey for Lots BF1 and BF2 is attached as Exhibit "H." The survey for Lot BF3 is annexed as Exhibit "I." The said property herein leased is hereinafter referred to as the "Premises."

TERM

- 3) The term of this lease shall be for a period of ninety-nine (99) years, commencing on the date specified in the construction contract to be awarded by Lessee or, if no date is specified, in

any Notice to Proceed issued under the aforesaid contract for the construction of a facility as defined in Section 5 hereof, provided Lessee submits to Lessor a certified copy of the construction contract signed by Lessee's contractor. Prior to the start of the construction, Lessor hereby grants to Lessee access to and the right to complete any soil test or soil engineering test of the site, including test pilings, at Lessee's sole cost and expense, provided that Lessee gives 30 days' written notice of such testing to Lessor and that Lessee uses all reasonable efforts to minimize the interruption and restores the property to its original condition. Lessee intends to award a construction contract for the construction of the Facility in April of 1987. If on or before April 1, 1988, Lessee has not executed a construction contract for the construction of the Facility and started construction, Lessor may cancel this lease by giving no less than 120 days' advance written notice. "Start of construction" is hereby defined as the time of the commencement of the driving of building support pilings in accordance with the plans and specifications approved in writing by Lessor.

PEACEFUL  
POSSESSION

- 4) Lessor warrants only that it has the legal authority and has taken all

internal actions necessary to lease the Premises to Lessee hereunder and that Lessor shall not disturb Lessee's peaceful possession of the Premises during the term hereof.

CONSTRUCTION  
OF FACILITY

- 5) Lessee, at its sole cost and expense, shall construct, maintain and operate or cause to be constructed, maintained and operated on the Premises a college preparatory secondary school for superior students, the facilities for which shall include all classrooms, laboratories, gymnasium facilities, auditoria, athletic fields, library, food service, parking areas, driveways and other structures and improvements common to a metropolitan high school facility. These facilities, together with any replacements, additions and improvements thereto constructed on the Premises are hereinafter referred to as the "Facility." Notwithstanding the procedure set forth in Section 7 hereof, no contract for construction or construction of any portion of the Facility shall be undertaken without Lessee's first having submitted to Lessor all architectural plans and specifications and site development plans and any and all modifications, revisions, alterations, or additions thereof or thereto for the Facility and Premises and securing the written approval of Lessor. In connection with the construction of

the Facility, Lessee agrees that it shall provide underground drainage to carry off surface runoff and will not permit Premises runoff to be diverted to adjacent property. In addition, Lessee will reimburse to Lessor fifty (50%) percent of the construction costs to extend St. Anthony Drive (Phase II) from the Engineering Building parking lot access to the Performing Arts Center parking lot feeder road, which reimbursements shall not exceed \$75,000.00. Lessee shall provide and maintain at its own cost and expense all driveways, walkways and parking areas within the premises, including the 75-car parking lot across St. Anthony Drive from the Facility.

USE

- 6) The Premises shall be used as a site for the Facility, including all related purposes incidental thereto, and the Facility shall be operated as part of the public school system in accordance with the educational purposes of the Orleans Parish School Board. The Facility shall be constructed, maintained and operated as a college preparatory secondary school for superior students, of the nature of the Benjamin Franklin High School existing at the time of execution of this agreement and pursuant to the selection standards substantially similar to those presently employed for students of above-average academic or artistic



talent. The Facility and the Premises may be used for any directly related activity of Benjamin Franklin High School after regular school hours, on weekends and during the summer months. Lessee agrees that unless and to the extent that it shall have obtained Lessor's prior written approval, it will not use or permit the Premises to be used for any purpose other than those stated in this Lease. In the event Lessee should use the Premises and Facility for any unauthorized purpose, or if the purpose of the Benjamin Franklin High School is changed by action of the Lessee or any other governmental authority, Lessor shall have the right and option to terminate this Lease and all of Lessee's rights hereunder or to renegotiate the lease for rent based on the current appraised value of the leased land.

**BUILDING  
COMMITTEE**

7) Lessee and Lessor shall establish a building committee to supervise the design and construction of the Facility as originally constructed. The committee shall include two members appointed by Lessor and the remainder of whom shall be appointed by Lessee.

**COMMENCEMENT DATE:  
POSSESSION** 8)

The term of this lease shall commence as provided in Section 3 hereof and the Premises shall be delivered on that date by Lessor to Lessee.

RENT

9) This lease is made for and in consideration of an annual rental of ONE AND NO/100 (\$1.00) DOLLAR per annum and the covenants herein contained to be kept and performed by Lessee. Rent shall be payable in equal annual installments of ONE AND NO/100 (\$1.00) DOLLAR each, the first installment falling on the first day of the commencement of the term of this Lease as provided in Section 3 hereof, and one installment falling due on the same date of each year thereafter until the termination of this lease. Rent installments shall be payable to the office of the Lessor or at such other place as the Lessor shall from time to time designate by written notice to Lessee.

UTILITIES

10) Lessee shall arrange at Lessee's cost and expense for the installation and maintenance of all utilities, and shall cause same to be connected directly to the public utilities systems. Lessee will not connect to or in any manner disturb Lessor's utilities systems. The metering of all utilities installed by Lessee shall be in the name of Lessee and all bills rendered for consumption of all utilities shall be in the name of and shall be payable by Lessee. The location of such utilities, insofar as they cross or otherwise affect any of Lessor's property within or outside of the Premises, shall be approved in writing in

advance by Lessor. All risks, charges, costs, deposits and other obligations involved in installing, maintaining, or removing separate utility meters will be borne by Lessee. It is expressly understood that Lessor reserves the right to install, or to permit the installation, including the right to grant rights of way to others, of utility services over, across, through or under the Premises. Lessor shall not be liable to Lessee for any damages incurred by Lessee in the event of interruption of utility services.

LIENS

- 11) Lessee shall not mortgage or otherwise establish or permit the establishment of any encumbrance, privilege or lien on any portion of the Premises, the Facility or any fixtures or attachments thereto. Lessee agrees to discharge or cause to be discharged any such lien; if in default therein for thirty (30) days after written notice from Lessor, Lessee shall pay to Lessor any amount paid by Lessor in removing such lien, plus reasonable attorneys' fees and expenses.

COMPLIANCE  
BY LESSEE

- 12) Lessee agrees that during the term hereof it will, as its sole cost and expense:
  - a) Comply with all valid laws, ordinances, orders, rules, regulations and requirements of Lessor and of all federal, state, parish and municipal governments which may be applicable to the Premises and the Facility, and the streets, sidewalks, and curbs adjoining the Premises; and

- b) Keep the Premises and the Facility in a safe, clean and wholesome condition and in full compliance with local ordinances and all other laws, rules, orders, requirements and regulations of Lessor and all federal, state, parish and municipal governments, affecting the Premises and the Facility and shall remove promptly at Lessee's cost any rubbish or waste material of any character whatsoever which may accumulate thereon.
- c) Procure any and all necessary permits, licenses or other authorizations required for the lawful and proper use, occupation, operation and management of the Premises and the Facility and for the lawful and proper installation and maintenance of wires, pipes, conduits, tubes and other equipment and appliances for use in supplying any utility or service to or upon the leased Premises and the Facility.
- d) To the extent allowed by law, keep in effect the waiver of Orleans Parish School Board sales tax granted to the University of New Orleans by the Orleans Parish School Board by Agreement dated December 9, 1985, which Agreement is reflected in the minutes of the Orleans Parish School Board regular meeting held on December 9, 1985. In the event the sales tax waiver is withdrawn or modified by Lessee, Lessor is entitled to an increase in annual rent paid by Lessee as provided in Section 9 hereof, in an amount equal to the total sales tax revenues paid by Lessor to Lessee in connection with events held at the Senator Nat G. Kiefer U.N.O. Lakefront Arena.
- (e) Require adherence to all of the above-mentioned laws, ordinances, rules and regulations both with reference to employees, agents, and invitees of Lessee.

CONDITION OF  
THE PREMISES

- 13) It is hereby understood that the Premises shall be taken by Lessee in its present condition, without any obligation by Lessor to do construction or make any changes or improvements thereon. During its occupancy, Lessee shall assume sole

responsibility for the condition of the Premises, the Facility, and any other improvements which may be constructed or placed on the Premises. Lessee shall, at its own cost, risk and expense, perform and pay all costs of maintenance and repairs in or to the Premises and the Facility, whether attributable to use and operations, the deterioration of materials, vandalism, accident, or Act of God, so that at the termination of this Lease, and at all times during this Lease, the Premises and Facilities will be in as good condition as at the commencement of the Lease or upon completion of their construction, reasonable wear and tear excepted. Lessor shall have no responsibility whatsoever to perform any maintenance work on the Premises or the Facility.

**SIGNS,  
ADVERTISING**

- 14) Lessee, at its own expense, may place, erect, and maintain signs on the walls and on other places on or about the Premises in connection with the Facility, provided that plans for any such signs, and any changes thereto, shall first be tendered to and receive the written approval of Lessor. Lessee shall provide appropriately worded signs to designate parking for the Facility. Any permits required for the erection of any signs shall be Lessee's responsibility. No outdoor advertising signs or sign space shall be rented or leased out by Lessee.

FIXTURES

15) Lessee shall have the right to construct or install on the Premises and in the Facility any fixture and equipment which Lessee deems necessary as useful to the operation of the Facility, all of which shall be supplied and installed at the sole cost and expense of Lessee. Plans for any fixture or equipment external to the Facility, including fencing, shall be subject to Lessor's approval as stated in Section 5 of this lease.

TAXES

16) All taxes, assessments, and charges which accrue on the Premises, the Facilities or any improvement thereto shall be paid promptly by Lessee. If in default for thirty (30) days after written notice from Lessor, Lessee shall pay to Lessor any amount paid by Lessor for any taxes, assessments or charges paid by Lessor, plus reasonable attorneys' fees and expenses.

DEFAULT

17) Should Lessee (1) violate any of the terms, conditions and covenants hereof, including, but not limited to, the terms and conditions established by Section 12(d), (2) abandon, vacate, or discontinue the use of said Premises for the purpose for which leased, (3) attempt to transfer, assign, or take possession or control of any interest of Lessor under this Lease by operation of law or pursuant to any legislative act, resolution, rule or any order or decree

of any court or governmental board, agency or office, and should such violation continue for a period of thirty (30) days after written notice has been given Lessee, then, and in any of such events, Lessor may, at its option and without putting Lessee in default, declare the rent for the whole unexpired term of the lease immediately due and exigible, or immediately cancel this lease. In all cases, Lessee shall remain responsible for all damages or losses suffered by Lessor as a consequence of Lessee's breach in the performance of its obligations hereunder.

NOTICES

- 18) a) All notices required or desired to be given to Lessor under the provisions of this lease shall not be construed to mean personal service, but shall mean written notice and shall be sent by registered or certified mail to Lessor at University of New Orleans, Room 2010, Administration Building, Lakefront, New Orleans, Louisiana 70148, Attention: Vice Chancellor for Business Affairs, or to such other address as Lessor may direct from time to time by written notice forwarded to Lessee by registered or certified mail. All rent payments under this lease shall be made to Lessor at the above address.

b) All notices required or desired to be given to Lessee under the provisions of this lease shall be sent by registered or certified mail to Lessee at 4100 Touro Street, New Orleans, Louisiana 70122, Attention: Superintendent of Schools, or to such other address as Lessee may direct from time to time by written notice forwarded to Lessor by registered or certified mail.

TERMINATION OF  
LEASE

19) Upon termination of this lease for whatever cause, Lessee will deliver the Premises and the Facility (except as otherwise provided in Section 15 hereof) to the Lessor in as good condition as at the commencement of the lease, reasonable wear and tear excepted. In the event of termination of this lease, Lessee shall, at Lessor's request and at Lessee's expense, remove the Facility, any or all improvements, attachments, fixtures thereto and any equipment therein and any structures, signs and materials on the Premises and thereafter restore the Premises to its original condition, both above and below ground. All improvements which are permanently attached to the Premises may be retained by Lessor, and if so retained, shall automatically become the property of Lessor without payment or compensation therefor.



INSURANCE

20) Lessee shall require each contractor doing work on the Premises at a cost in excess of One Hundred Thousand Dollars (\$100,000.00) to provide and maintain, or shall itself provide, at no cost or expense to Lessor, such insurance as will protect Lessor and Lessee from all claims for damages to property, or for personal injury, including death, to contractor's employees, any subcontractor or any subcontractor's employees, or to the public, which may arise from any operations under the contract between Lessee and said contractor, or to any of contractor's subcontractors. All insurance policies shall be written with insurance companies legally authorized and licensed to do business in the State of Louisiana, and acceptable to Lessee and to Lessor (Best's Rating "X" or better). Prior to or at the signing of the contract and before contractor starts any work on the Premises, evidence of all such applicable insurance satisfactory to Lessee and to Lessor shall be submitted to both Lessee and Lessor not more than five (5) calendar days after contractor shall have been notified by Lessee of the award of the contract. Certified copies of such policies shall be furnished to Lessor. Such insurance policies shall remain in full force and effect until the final completion of the work and acceptance thereof, unless sooner terminated or modified by authority of

Lessee and Lessor. The furnishing of insurance as provided herein shall not relieve said contractor of its responsibility for losses not covered by insurance.

All of the insurance policies required under subsections (i) through (vi) below shall provide that the insurers waive their rights of subrogation against Lessor and Lessee and their respective officers, servants, agents or employees and shall also provide for thirty (30) days notice of cancellation and/or material change to be sent to Lessor at University of New Orleans, Room 2010, Administration Building, Lakefront, New Orleans, Louisiana 70148, Attention: Vice Chancellor for Business Affairs.

The types of insurance policies and the minimum amounts of insurance coverage which shall be carried and maintained by contractor and its subcontractors shall include, but shall not be limited to, the following:

(i) STANDARD WORKERS' COMPENSATION INSURANCE, providing protection from claims under the Louisiana's Worker's Compensation Act. The total limit of liability for Employers' Liability under this and other policies shall not be less than Five Hundred Thousand Dollars (\$500,000.00).

(ii) COMPREHENSIVE GENERAL LIABILITY INSURANCE, with limits of liability for bodily injury, including death, of not less than One Million Dollars (\$1,000,000.00) for one person and not less than One Million Dollars (\$1,000,000.00) for all injuries and/or deaths resulting from any one

occurrence. The limits of liability for property damage shall be not less than Five Hundred Thousand Dollars (\$500,000.00) for each occurrence and not less than One Million Dollars (\$1,000,000.00) in the aggregate. Said insurance shall include coverage for Explosion, Collapse and Underground Property Damage Hazards, Contractor's Protective and Completed Operations, and a "Broad Form Contractual Endorsement."

(iii) OWNER'S PROTECTIVE LIABILITY INSURANCE, shall be written in the name of Lessor and Lessee, as named insureds. The total limits of liability with Primary Insurance and Umbrella Coverage shall be in an amount to equal One Million Dollars (\$1,000,000.00).

(iv) COMPREHENSIVE MOTOR VEHICLE LIABILITY INSURANCE, shall include owned cars, hired cars and non-ownership coverage. The limits for bodily injury and/or death shall be not less than Three Hundred Thousand Dollars (\$300,000.00) for one person and not less than Five Hundred Thousand Dollars (\$500,000.00) for all injuries and/or deaths resulting from any one occurrence. The limit of liability for property damage shall not be less than Five Hundred Thousand Dollars (\$500,000.00) for each occurrence.

(v) BUILDER'S RISK INSURANCE, shall insure the interest of Lessor as owner, Lessee, contractor and subcontractor for the full amount of the contract. This insurance shall insure against the perils of fire, flood, earthquake, transit hazards, vandalism and malicious mischief.

(vi) Such insurance as will be necessary to insure the obligation of the contractor to indemnify and hold harmless Lessor and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the contractor, subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by a party indemnified hereunder.

INSPECTION

21) In order that Lessor may ascertain whether or not Lessee's covenants herein are being observed, Lessee agrees that Lessor shall have the right to enter upon and to inspect the Premises and Facilities.

ASSIGNMENT:  
SUBLEASE

22) Lessee shall not assign this lease or any rights hereunder nor shall Lessee rent, sublease or grant use or possession of any portion of the Facility or Premises to any person or entity other than Benjamin Franklin High School without the prior written consent of Lessor as provided in Section 6 hereof. This provision shall not be construed to prohibit the scheduling and holding of events as provided in Section 6 hereof.

LIABILITY

23) Lessee assumes full responsibility and liability for the Premises, the Facility, and all improvements, additions, equipment and appurtenances thereto. The responsibility and liability assumed hereunder shall include, without limitation, all liability assumable by a lessee under Louisiana Revised Statutes 9:3221. This assumption of responsibility and liability shall be fully co-extensive with the legal responsibilities of the Lessor (both as lessor and owner) to all persons. Lessee specifically agrees to defend, protect and indemnify Lessor, and hold Lessor harmless, against any and all

responsibility, liability, loss, charges, expenses, fines and other costs of whatever kind arising from all suits, claims, demands and actions asserted by any person (including without limitation Lessee or its agents, employees or invitees) and arising directly or indirectly out of any occurrence on or about the Premises or the Facility or out of any of the Lessee's operations on or about the Premises, whether by Lessor, Lessee or others. The obligations of the Lessee to the Lessor under this section shall not depend upon the existence of fault or negligence but shall apply whether or not Lessee or Lessor be at fault and shall include all legal liabilities arising without fault. Lessee shall further indemnify Lessor against all liability, expenses and losses incurred by Lessor as a result of (a) failure by Lessee to perform any covenant required to be performed by Lessee hereunder; (b) any accident, injury or damage occurring on the Premises or the Facility resulting from the condition, maintenance or operation thereof; or (c) Lessee's failure to comply with any requirements of any government authority. "Expenses" shall include court costs, costs of defense, and experts' and attorneys' fees.

BENEFIT

- 24) This lease and all of the covenants and provisions thereof shall inure to the

benefit of and be binding upon the successors and assigns of Lessor.

SHORT FORM LEASE 25) The Lessor and Lessee agree to execute a short form of this lease in form permitting its recording. The complete lease document will not be recorded.

MARGINAL TITLES 26) The marginal titles appearing in this lease are for reference only and shall not be considered a part of this lease or in any way to modify, amend, explain or otherwise affect the terms and conditions provisions hereof.

COMPLETE AGREEMENT 27) This lease contains the complete agreement of the parties with reference to the leasing of the Premises.

SEVERABILITY;  
WAIVER 28) If any provision of this lease shall be judicially declared prohibited or unenforceable, such prohibition shall not modify or invalidate any other provision in this lease. Any waiver of a breach or default of any of the conditions of this agreement shall extend only to the particular breach or default so waived, and shall in no way impair or affect the continued existence of all other covenants nor deprive Lessor of its remedies arising out of other breach or default hereunder, whether prior or subsequent.

ATTORNEYS' FEES

29) In case suit or action is instituted by Lessor to enforce compliance with this agreement, Lessor shall be entitled to recover from Lessee all costs, reasonable attorneys' fees, and other expenses incurred by Lessor.

MODIFICATION  
BY LESSEE

30) Any attempt by the Lessee to modify, terminate or nullify this lease agreement by constitutional or legislative enactment, judicial proceedings, expropriation proceedings, and/or claims of eminent domain, and/or political action shall be sufficient grounds for immediate cancellation of this agreement by Lessor without the liability of Lessor and without loss of any right of Lessor against Lessee, should such attempt continue for a period of ten (10) days after written notice is given Lessee.

MINERAL RIGHTS

31) Lessor reserves the right to exploit the Premises for any and all mineral rights at any time during the lease term thereof.

FIRE CLAUSE

32) If, through no fault, neglect or design of Lessee, the Facility constructed on the Premises is destroyed by fire or other casualty, or damaged to such an extent as to render the Facility wholly unfit for occupancy, then this lease shall be cancelled. If, however, the Premises can be repaired within 18 months from the date of the fire or casualty,

then this lease shall not be cancelled and Lessee shall notify Lessor within 90 days from the date of any fire or casualty that Lessee will repair the damage. If Lessee elects not to repair the damages, Lessee must restore the Premises and Facility (above and below ground) to their original condition.

POLICE POWER

33) The granting of this Lease may not be construed to constitute a surrender by Lessor of any of its police powers within the Premises and the Facility, which police powers are hereby expressly retained. Lessee will not be liable, pursuant to Section 23 hereof, for any negligent or willful act of Lessor's security personnel within the Premises.

IN WITNESS WHEREOF, the parties hereto have signed this lease in quintuplicate original copies, in New Orleans, Louisiana, as of this the 10th day of February, 1987.

WITNESSES:

BOARD OF SUPERVISORS OF LOUISIANA  
STATE UNIVERSITY AND AGRICULTURAL  
AND MECHANICAL COLLEGE

Cooper R. Machin  
John R. Harrison

By: Allen A. Coppig  
ALLEN A. COPPING President

ORLEANS PARISH SCHOOL BOARD

John J. Ross  
Ernest J. Sullivan

By: Gail Moore Glapion  
GAIL MOORE GLAPION President



ACKNOWLEDGEMENT

STATE OF LOUISIANA

PARISH OF ORLEANS

BE IT KNOWN that on this the 10th day of February, 1987, before me personally came and appeared Allen A. Copping, known to me to be the President of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, who acknowledged to me and the undersigned witnesses that he executed the foregoing Lease Agreement for and on behalf of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College for the uses and purposes therein set forth and pursuant to due authority of said Board.

WITNESSES:

Coyne R. Maclean                      Allen A. Copping  
ALLEN A. COPPING  
Joseph R. Williams  
Taryn S. Southon  
NOTARY PUBLIC      TARYN S. SOUTHON  
NOTARY PUBLIC

Parish of Orleans, State of Louisiana  
My Commission is issued for life.

ACKNOWLEDGEMENT

STATE OF LOUISIANA

PARISH OF ORLEANS

BE IT KNOWN that on this the 10th day of February, 1987, before me personally came and appeared Gail Moore Glapion, known to me to be the President of the Orleans Parish School Board, who acknowledged to me and the undersigned witnesses that she executed the foregoing Lease Agreement for and on behalf of the Orleans Parish School Board for the uses and purposes therein set forth and pursuant to due authority of said Board.

WITNESSES:

J. F. Robert                      Gail Moore Glapion  
GAIL MOORE GLAPION  
Ernest J. Sullivan  
Kenneth F. Sills  
NOTARY PUBLIC

Kenneth F. Sills  
Notary Public, Parish of Orleans, State of La.  
My Commission is issued for life.

Recommendation to authorize lease of parcel of land to  
Orleans Parish School Board for relocation of Benjamin  
Franklin High School to University of New Orleans

WHEREAS, at a regular meeting on April 2, 1982, the Board of Supervisors authorized the Chancellor of the University of New Orleans to continue discussions with the Orleans Parish School Board and the Superintendent of Schools for the possible location of Benjamin Franklin High School, a school for gifted students, on the campus of the University of New Orleans, and

WHEREAS, the University and the School Board believe that the location of Benjamin Franklin High School on the University of New Orleans campus will produce a stimulating academic environment which will benefit the School Board, the University, and the Greater New Orleans Area, and

WHEREAS, the Orleans Parish School Board has requested that the Board of Supervisors approve the location of Benjamin Franklin on the University of New Orleans campus, and

WHEREAS, the administration of the University of New Orleans has reviewed and approved the proposed site

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors of the Louisiana State University and Agricultural and Mechanical College that Allen A. Copping, President of Louisiana State University and Agricultural and Mechanical College, is hereby authorized to enter into an agreement with the Orleans Parish School Board for and on behalf of the Board of Supervisors for the lease of approximately five (5) acres of land for a period of ninety-nine (99) years, at a consideration of One Dollar (\$1.00) per year, for the purpose of construction, maintenance and operation by the Orleans Parish School Board of Benjamin Franklin High School.

BE IT FURTHER RESOLVED that the President is authorized to include in said lease such terms and conditions as are in the best interests of the University.

C E R T I F I C A T E

I, Kathy E. Masearo, the duly qualified and acting Administrative Secretary of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, hereby certify that the foregoing is a true and exact copy of a resolution adopted by the said Board of Supervisors at its meeting on October 18, 1985, at which meeting more than a quorum was present and voted.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of said Board of Supervisors this 16th day of December, 1986.

Kathy E. Masearo  
Administrative Secretary,  
Board of Supervisors of Louisiana State  
University and Agricultural and  
Mechanical College



Recommendation to modify the lease between the Orleans Parish School Board and the University of New Orleans for the construction, maintenance and operation of Ben Franklin High School

WHEREAS, at the Regular Board meeting on October 18, 1986 the Board of Supervisors authorized the lease of approximately 5 acres of land for a period of 99 years at a consideration of One Dollar (\$1.00) per year, for the purpose of construction, maintenance and operation by the Orleans Parish School Board of Benjamin Franklin High School, and

WHEREAS, during negotiations it proved advantageous to the University to make provision for access for parking and playing fields by Benjamin Franklin students and faculty, in order to avoid time consuming day to day problems involving these areas which are necessary to the efficient operation of both the University of New Orleans and Benjamin Franklin High School, and

WHEREAS, the modified lease provides for the Benjamin Franklin High School campus buildings to be constructed on lot BF2, consisting of approximately 5.4 acres, and for playing fields and parking lot construction on lots BF1 and BF3, consisting of approximately 2.2 acres, and

WHEREAS, it was envisioned that parking and access roads would be necessary and it was intended to allow the School Board to share parking lots and streets which would have been built by the University of New Orleans in accordance with the campus master plan, and

WHEREAS, by including these areas in the lease, the responsibility will lie with the School Board for the full cost of construction of playing fields and parking lots and one half the cost of the extension of St. Anthony Avenue into the campus, thus saving UNO considerable capital investment in these infrastructure items, and

WHEREAS, the inclusion of this additional area in the lease will provide a basis for a clear assumption by the School Board of responsibility for maintenance and insurance, at the same time allowing use by the University of the parking lots when school is not in session


NOW THEREFORE BE IT RESOLVED by the Board of Supervisors of the Louisiana State University and Agricultural and Mechanical College that Allen A. Copping, President of Louisiana State University and Agricultural and Mechanical College, is hereby authorized to enter into an agreement with the Orleans Parish School Board for and on behalf of the Board of Supervisors for the lease previously authorized plus the additional stated property for the time and consideration stated.

BE IT FURTHER RESOLVED that the President is authorized to include in said lease such terms and conditions as are in the best interest of the University.

C E R T I F I C A T E

I, Kathy E. Mascaro, the duly qualified and acting Administrative Secretary of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, hereby certify that the foregoing is a true and exact copy of a resolution adopted by the said Board of Supervisors at its meeting on January 30, 1987 at which meeting more than a quorum was present and voted.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of said Board of Supervisors this 2nd day of February, 1987.

  
Kathy E. Mascaro  
Administrative Secretary,  
Board of Supervisors of Louisiana State  
University and Agricultural and  
Mechanical College

SEAL

# Facilities Planning Committee

## Discussion/Action

**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**FACILITIES PLANNING COMMITTEE**

**April 12, 2018**

- Item H.5.**     **University of Louisiana at Monroe's** request for approval to lease 3,437 square feet of office and classroom space at the University Medical Office Building located in New Orleans, Louisiana, from the Board of Supervisors of Louisiana State University System.

**EXECUTIVE SUMMARY**

The University of Louisiana at Monroe (ULM) requests approval to lease 3,437 square feet of office and classroom space in the University Medical Office Building, located at 2021 Perdido Street, New Orleans, Louisiana, from the Board of Supervisors of Louisiana State University System with and on behalf of LSU Health New Orleans pursuant to its authority provided under R.S. 17:3361 (2)(a). The initial lease period will be for ten (10) years, beginning on the effective date and shall be automatically renewed for successive additional one- (1) year terms, up to a total of ten (10) years, unless either party gives 60 days' advance written notice.

The ULM College of Pharmacy is Louisiana's only public supported center for pharmacy education and research in the state. ULM currently maintains a satellite campus for the College of Pharmacy in Baton Rouge. The current location in the North Boulevard Medical Plaza has a lease that will expire on September 30, 2018. The ULM College of Pharmacy wishes to relocate the satellite campus to New Orleans. The ULM Pharmacy program has a mission and function compatible with LSU Health New Orleans. With shared locations, potential interdisciplinary relationships can be developed. The New Orleans location will give its students a higher quality experiential education due to diverse patient population, provide greater access to patient data for research and research collaborations, improve recruiting and specialty options for faculty and students, and place a campus closer to home for nearly 70% of the current students.

LSU will build out two floors of the building to accommodate the needs of the ULM Pharmacy program, the cost of which will be paid over time within the lease terms by ULM. The ULM College of Pharmacy will pay \$17.50 per square foot, or \$60,147.50 annually as primary rent. In addition, for the first 24 months of the lease, the College of Pharmacy shall pay an additional amount as additional rent for construction reimbursement in the amount of \$11,000 per month for improvements performed by LSU. Evaluation of the costs to relocate to New Orleans and to buy property meeting the needed specifications for the satellite campus would be substantially greater.

## 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 lease 3,437 square feet of office and classroom space at the University Medical Office Building located in New Orleans, Louisiana, from the Board of Supervisors of Louisiana State University System.

***BE IT FURTHER RESOLVED***, that University of Louisiana at Monroe 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 University of Louisiana at Monroe and his or her designee is hereby designated and authorized to execute all documents necessary to execute the Lease Agreement.

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

University of  
**LOUISIANA**  
Monroe

H 5

**Office of the President**

700 University Avenue • Monroe, LA 71209-3000  
Phone: 318.342.1010 • Fax: 318.342.1019

March 20, 2018

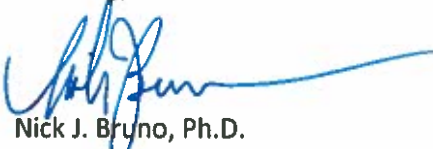
Dr. James B. Henderson, President  
University of Louisiana System  
1201 Third Street, Suite 7-300  
Baton Rouge, LA 70802

Dear Dr. Henderson:

The University of Louisiana Monroe (ULM) is currently working with Decuir, Clark, and Adams; the LSU Health Sciences Center in New Orleans (LSUHSC-NO); and LSU legal counsel to negotiate a lease that will allow ULM pharmacy faculty and students to occupy space and use facilities at the LSUHSC-NO. If that lease is completed in time, ULM will submit it to the University of Louisiana System (ULS) Board of Supervisors and request approval under LA RS §17:3361 at the Board's April 2018 meeting. If negotiations do not conclude in time and because ULM would like to occupy the space starting July 1, 2018, ULM requests that the Board authorize its Executive Committee to work with ULM, ULS staff, and legal counsel to proceed and execute the lease before the next Board meeting in June.

Thank you for your consideration.

Sincerely,



Nick J. Bruno, Ph.D.  
President

March 21, 2018

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

Dear Dr. Henderson:

The University of Louisiana Monroe (ULM) is currently working with Decuir, Clark, and Adams; the LSU Health Sciences Center in New Orleans (LSUHSC-NO); and LSU legal counsel to negotiate a lease that will allow ULM pharmacy faculty and students to occupy space and use facilities at the LSUHSC-NO. If that lease is completed in time, ULM will submit it to the University of Louisiana System (ULS) Board of Supervisors and request approval under LA RS §17:3361 at the Board's April 2018 meeting. If negotiations do not conclude in time and because ULM would like to occupy the space starting July 1, 2018, ULM requests that the Board authorize its Executive Committee to work with ULM, ULS staff, and legal counsel to proceed and execute the lease before the next Board meeting in June.

Since Hurricane Katrina forced relocation out of New Orleans, the ULM Doctor of Pharmacy (PharmD) program has used facilities in Baton Rouge to host some of its clinical pharmacy faculty and final-year (P4) PharmD students. Opening of the University Medical Center (UMC) in New Orleans and its affiliation with the LSUHSC-NO offers a significantly better situation for hosting the state's only public PharmD program than is available in Baton Rouge:

- the facilities are more modern and will provide ULM faculty and students with exposure to the latest technology and an up-to-date medical environment;
- the presence of the LSUHSC-NO medical school and use of the UMC as a teaching hospital will give ULM faculty and students an opportunity to work in a more supportive and richer learning environment, one where ULM faculty can develop important clinical practices and professional education can occur across disciplines (a mandate of the Accreditation Council for Pharmacy Education, the professional body that accredits PharmD programs);
- ULM faculty and students will have more opportunities to engage in clinical research since such investigations are ongoing at the LSUHSC-NO; and
- the range of medical conditions encountered by ULM faculty and students will be broader because New Orleans has a greater and more diverse population.

For these reasons, we respectfully ask for approval of our request.

Sincerely,



Nick J. Bruno, Ph.D.  
President