

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

**FACILITIES PLANNING COMMITTEE**

**December 5, 2019**

**Item G.1.**      **McNeese State University's** request for approval to enter into a Land Lease with the Eucharist J. Labry Revocable Trust for use of pastureland located near the McNeese State University Foundation Fuller Farm property.

**EXECUTIVE SUMMARY**

The Eucharist J. Labry Revocable Trust, owner of approximately 80 acres of pastureland located approximately one mile from the MSU Foundation Fuller Farm property, has offered to lease the land to McNeese State University for \$800 per year. McNeese would be required to properly maintain the pastureland and to maintain fences, gates, and other existing improvements to prevent its livestock from leaving the property.

The MSU Foundation Fuller Farm operation needs this additional pastureland for its current operations and its future goals. Over the past several years, the area has experienced unfavorable weather conditions. The additional land would be a valuable resource for providing more space and additional nutrition to the animals. Clean pastureland is a scarcity in the geographic area and especially pastureland that is in close proximity.

Also, the additional acreage could provide the University with an opportunity to diversify its agronomic education and research capabilities. The University is exploring agronomic research opportunities that would require more acreage. The lease term is for three years, which would begin on January 1, 2020 and terminate on December 31, 2022.

**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 the Eucharist J. Labry Revocable Trust for use of pastureland located near the McNeese State University Foundation Fuller Farm property.

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

***BE IT FURTHER RESOLVED***, that the President of McNeese State University and his or her designee are hereby designated and authorized to execute any and all documents associated with said Land Lease.

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



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November 7, 2019

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 copies of McNeese State University's request for approval to enter into a lease with the Eucharist J. Labry Revocable Trust for use of pastureland located near the MSU Foundation Fuller Farm property.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the December 5, 2019 meeting.

Thank you for your attention in this matter.

Sincerely,

Dr. Daryl V. Burckel  
President

Enclosures



AGRICULTURAL LEASE

UNITED STATES OF AMERICA

BETWEEN:

STATE OF LOUISIANA

THE EUCHARIST J. LABRY  
REVOCABLE TRUST

PARISH OF LAFAYETTE

and  
THE BOARD OF SUPERVISORS  
FOR THE UNIVERSITY OF  
LOUISIANA SYSTEM

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BE IT KNOWN that on the date set forth below before the undersigned Notary Public  
duly commissioned and qualified in and for the state and parish indicated, and in the presence  
of the undersigned witnesses, personally came and appeared:

**THE EUCHARIST J. LABRY REVOCABLE TRUST**, appearing herein by its  
undersigned authorized Trustees: Lea L. Meisetschlaeger, whose mailing address is 108  
Lark Landing Way, Lafayette, LA 70503 and Annette L. Skaggs, whose mailing address is  
5527 Hickory Ridge Drive, Bossier City, LA 71111. (hereinafter referred to as "Lessor")

and

**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, represented  
herein by the McNeese State University President, Dr. Daryl V. Burckel, whose mailing  
address is PO Box 93300, Lake Charles, LA 70609, duly authorized to execute this Lease.  
(Hereinafter referred to as "Lessee")

who do enter into the following lease agreement:

**I.** Lessor does hereby lease and let unto Lessee, who accepts the same, the following  
described property:

**That certain tract of land, containing 80.00 acres, more or less, and being  
described as the North Half of the Southeast Quarter (N ½ of SE ¼) of  
Section Twenty Three (23), Township Six (6) South, Range Five (5) West,  
Louisiana Meridian, all in the Parish of Allen, State of Louisiana, along with all  
of the buildings and improvements thereon.**

**LESS AND EXCEPT:**

**1) A tract of land in the Northwest corner used as a cemetery and containing six  
(6) acres, more or less; and**

**2) A tract of land lying immediately to the south of the above described  
cemetery tract, which is entirely enclosed by a fence and which has been the site  
of an oil/gas well and/or oil/gas production - said site further being depicted on  
the attached USDA aerial photo as "Well Site".**

**II.** This lease is for a period of 3 years, beginning January 1, 2020 and ending December  
31, 2022. It is made in consideration of a cash rent of \$800.00 per year, which said rent is

due and payable on January 1<sup>st</sup> of each year. A check is to be made to the Eucharist J. LaBry RVOC TR and mailed to the trust address: 108 Lark Landing Way, Lafayette, LA 70503. Lessee may not sublease or assign any rights acquired by this lease, nor may Lessee allow any party to hunt or fish on the leased premises.

**III.** It is agreed that in the event of failure on the part of the Lessee to pay the rent when due, such failure shall give Lessor the right, privilege and option to cancel the lease for nonpayment of rent, or at the option of the Lessor shall make the rental for the entire term of the lease due and payable, together with reasonable attorney's fees.

**IV.** Lessor may, at all times, upon reasonable notice, enter upon the premises for the purpose of viewing and inspecting the premises.

**V.** Improvements of a temporary or removable nature may be made by the Lessee, at Lessee's own expense and upon Lessee's own responsibility, and the Lessee may at any time that this lease remains in effect, remove any such improvements which Lessee may have made, provided that the Lessee must leave the portion of the property from which such improvements are removed in a condition equal or better to the condition of the property before construction of the improvements.

**VI.** Lessee agrees not to make or suffer any unlawful or improper or offensive use of the premises, and during the term of the lease, to keep the premises in good order, free from refuse, noxious weeds and objectionable matter, and to remove all garbage refuse of any kind from the premises. Further, Lessee agrees not to engage in or allow any open-air burning of fields, crops, trash or any other substance.

**VII.** It is agreed that this is a surface lease for livestock and related purposes and shall in no way affect the right of the Lessor to lease the subsurface of the property for exploration, development or production of minerals, provided that Lessee shall be compensated for any loss caused by such activities.

**VIII.** It is agreed that the filing of any petition in bankruptcy by or against the Lessee shall be deemed to constitute a breach of this lease and shall give the Lessor the immediate right, privilege and option to exercise the same remedies provided for in the Third paragraph above for non-payment of rent.

**IX.** Lessee agrees to protect and indemnify Lessor from the claims of all parties for property damages, personal injuries, death, or other loss of any kind, without exception, which may arise directly or indirectly from the condition of the leased premises and/or from the operations or activities to be carried out by Lessee, its agents or employees on the leased premises. Lessee agrees to obtain and maintain liability insurance coverage with limits of \$1,000,000.00 and to have Lessor named as an additional insured on such coverage.

**X.** Lessee will provide Lessor with proof of a liability policy or a copy of a liability policy at the time a lease is signed.

**XI.** Lessee will operate the leased premises in an efficient and businesslike manner that will conserve the Lessor's property, and Lessee will allow no livestock other than Lessee's own on the leased premises, and will at all times covered by this Lease properly maintain all fence lines, fences and gates so as to prevent livestock from leaving the property. In particular, the fencing shall include electric fencing and all fences are to be maintained, standing upright with no holes or broken wires. All gates are to be securely closed when personnel are not on the premises. All such fence and boundary maintenance shall be performed at Lessee's sole cost. The Property shall be kept in a clean and presentable condition and maintained as pastureland for livestock. Planting of grasses for hay production is permitted, but the planting of trees and crops such as rice, sugarcane, soybeans, corn, etc. is not permitted.

**XII.** Lessee will use diligence to prevent noxious weeds from growing or going to seed on the leased premises, and will destroy the same, and will keep weeds out of fields,

farmstead, roadside and fence rows.

**XIII.** Lessee will keep in good repair all terraces, open ditches, headlands, roads and inlets and outlets of drains, and will preserve all established water courses or ditches and refrain from any operations or practices that injure access or drainage.

**XIV.** Willful neglect, failure or refusal of either party to carry out any material provision of this lease shall give the other party, in addition to all other remedies provided herein, the power to terminate the lease and the right to compensation for damages suffered as a result of such breach, such termination to become effective thirty days after written notice of termination specifying the delinquency has been mailed to the delinquent party (at the address given above), unless during such thirty day period the delinquent party has cured the delinquency. In addition, the Lessor shall have full benefit of summary proceedings provided by law for eviction of a tenant upon termination under this paragraph, or at the end of the term. In case an Attorney be employed to protect any right of Lessor or Lessee arising under this lease, the party whose actions or inactions necessitate such employment shall pay additionally a reasonable attorney's fee.

**XV.** Lessee agrees to surrender possession and occupancy of the leased premises peaceably at termination of this lease, and to permit the Lessor to re-enter to prepare for the following year.

**XVI. No Hazardous Substances.** Lessor represents to Lessee that to the best of Lessor's knowledge and belief there are no Hazardous Substances, as defined herein, on or under the Property as of the effective date of this Lease. Lessee warrants and covenants that neither the Lessee, nor its employees, agents, officers, shareholders, partners, members, invitees, guests or customers shall use, deposit, store, transport, locate, bring on to or cause to be brought on to the Property any Hazardous Substances and further warrants and covenants that neither Lessee nor employees, agents, officers, shareholders, partners, members, invitees, guests or its customers shall release, discharge, spill, dispose, emit or permit the breakage of,

Hazardous Substances in, on or under the Premises.

Indemnity. Lessee agrees to indemnify and hold harmless Lessor from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees) arising during or after the term of this Lease or any renewal hereof from or in connection with the presence or suspected presence of Hazardous Substances in or on the Premises, which Hazardous Substances were brought onto the Premises during the term of this Lease or any renewal thereof by the Lessee, its agents, officers, representatives, employees, invitees or licensees or become deposited or otherwise become present on the Premises during the term of this Lease or any renewal thereof. Without limiting of the foregoing, this indemnification shall include any and all costs incurred due to any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision.

Definition of Hazardous Substances. For purposes of this Section 16, the term "Hazardous Substances" shall be interpreted broadly to include, but not be limited to, substances designated as hazardous under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 2201, et seq., and any applicable State or federal law or regulation. The term shall also be interpreted to include but not be limited to any substance which after release into the environment and upon exposure, ingestion, inhalation or assimilation, either directly from the environment or indirectly by ingestion through food chains will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer and/or genetic abnormalities, and oil and petroleum based derivatives.

Separate Obligation; Survival. The provisions of this section shall be in addition to any other obligations and liabilities Lessee may have to Lessor at law or in equity and shall survive the termination of this Lease.

**XVII.** Failure to strictly and promptly enforce these conditions will not operate as a waiver of Lessor's rights. Lessor expressly reserves the right to always enforce prompt



payment of rent or to terminate or cancel this lease, regardless of an indulgence or extensions previously granted.

**XVIII.** All notices, proposals, reports and other communications required or authorized under this Lease (collectively, "**notices**") will be sent to the parties at the addresses above.

**XVIV.** Warranty of Peaceful Possession. The Lessor covenants that the Lessee, on paying the rent and performing and observing all of the covenants and agreements herein contained and provided to be performed by the Lessee, 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.

**XX.** Governing Law. This Lease shall be governed by and interpreted in accordance with the laws of the State of Louisiana.

**XXI.** Force Majeure. Whenever a period of time is herein prescribed for action to be taken by the Lessee, the Lessee 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 Lessee shall within ten (10) days after the Lessee is aware of the existence of an event of Force Majeure, notify the Lessor thereof.

**XXII.** 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 Lessee and the Lessor.

**XXIII.** Fiscal Funding. The continuation of this Lease is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the Lease,

or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the Lease, the Lease shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

**XXIV. Nondiscrimination.** Any discrimination by the Lessee 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 Lease, is prohibited.

**XXV. Remedies for Default.** Any claim or controversy arising out of this Lease shall be resolved by the provisions of LSA - R.S. 39:1672.2 – 1673.

**XXVI.** For purposes of this lease, any questions lessors have about the property leased will be directed to Dr. Bill Storer and answered in a timely manner.

**XXVII. Entire Agreement.** This Lease Agreement constitutes the entire Agreement between the Parties and supersedes any prior oral or written understandings or agreements of the Parties. All amendments to or waivers of this Lease Agreement must be in writing signed by all the parties.

THUS SIGNED on December\_\_\_\_, 2019 at \_\_\_\_\_,  
Louisiana before the undersigned witnesses and Notary Public.

WITNESSES:

**THE EUCHARIST J. LABRY  
REVOCABLE TRUST**

\_\_\_\_\_

\_\_\_\_\_  
By: Lea L. Meisetschlaeger

\_\_\_\_\_

\_\_\_\_\_  
By: Annette L. Skaggs

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

THUS SIGNED on December\_\_\_\_, 2019 at \_\_\_\_\_,  
Louisiana before the undersigned witnesses and Notary Public.

WITNESSES:

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

\_\_\_\_\_

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

\_\_\_\_\_

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

**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM  
FACILITIES PLANNING COMMITTEE**

**December 5, 2019**

**Item G.2.**     **McNeese State University's** request for approval to enter into a land Lease with the McNeese State University Foundation for thirty years which in turn will permit billboard construction and use through a sublease to Lamar during the term of the lease and fund future billboard replacement.

**EXECUTIVE SUMMARY**

The McNeese football scoreboard is past its useful life, and the scoreboard has proven to be unreliable during football games. McNeese needs to replace the scoreboard in time for the 2020 football season.

McNeese State University entered into discussions with the McNeese Foundation and Lamar Advertising to achieve that goal. Lamar would like to lease three small parcels of McNeese land to locate three of its billboards, two of which would be digital. McNeese requests permission to lease the parcels to the McNeese Foundation for thirty years pursuant to R.S. 17:3361. That Lease will authorize the McNeese Foundation to sub-lease those parcels to Lamar for the billboard placements. The Lease would allow for two already existing billboards located at the Athletics Complex to continue to be used by Lamar and for a new billboard to be constructed by Lamar located at McNeese's recreational complex fields. In the lease between the McNeese Foundation and Lamar, Lamar will pay \$400,000 to the McNeese Foundation. The McNeese Foundation will use those funds to construct and install a new electronic scoreboard at the McNeese football stadium. McNeese will submit the new electronic scoreboard lease project on a future date.

Furthermore, Lamar has agreed that, when excess advertising inventory time is available on the two digital billboards, Lamar would provide McNeese and the McNeese Foundation advertising time to allow promotion of the University and the Foundation for the life of the thirty-year lease.

This is the First Lease between McNeese and the McNeese Foundation for the land where the three billboards would be located for use by Lamar for thirty years and authorizing the McNeese Foundation to sublease the same land to Lamar for 30 years.

## 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 the McNeese State University Foundation for the purpose of executing a sublease to Lamar Advertising for placement of three billboards on leased property.

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

***BE IT FURTHER RESOLVED***, that the President of McNeese State University and his or her designee are hereby designated and authorized to execute any and all documents associated with said lease by the University of Louisiana System on behalf of and for the use of McNeese State University.

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



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November 7, 2019

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 copies of McNeese State University's request for approval to enter into a land lease with the McNeese State University Foundation for the placement of billboards on campus property.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the December 5, 2019 meeting.

Thank you for your attention in this matter.

Sincerely,

Dr. Daryl V. Burckel  
President

Enclosures

**GROUND LEASE AGREEMENT BETWEEN McNEESE STATE UNIVERSITY AND  
McNEESE STATE UNIVERSITY FOUNDATION**

This GROUND LEASE AGREEMENT, effective January 1, 2020, 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"; hereinafter sometimes referred to as "Lessor"), represented herein by the University President, Daryl V. Burckel (the "Board") and MCNEESE STATE UNIVERSITY FOUNDATION, a 501(c)(3) non-profit corporation, domiciled in Calcasieu Parish, Louisiana, represented herein by its duly authorized representatives Richard H. Reid, Executive Vice President of the McNeese Foundation and Eric A. Sanders, D.D.S., President of the McNeese State University Foundation, hereinafter referred to as "Tenant."

**WITNESETH**

**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**, 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**, Lessor is the owner of three (3) small tracts of land located at the McNeese State University's athletic complex (2 tracts) and recreational complex (1 tract) that are well suitable for the locations of advertising billboards;

**WHEREAS**, The Lamar Companies, a private corporation, hereinafter sometimes referred to as "Lamar" and/or "Sub-Tenant", currently has two (2) existing billboards located at the McNeese State University's athletic complex, and now desires to install a third (3<sup>rd</sup>) billboard at the McNeese State University's recreational complex;

**WHEREAS**, Lamar has agreed to pay Tenant \$400,000 for the purchase and installation of an electronic video scoreboard at Lessor's football stadium, to be located at the location of the existing scoreboard, or at such location as Lessor and Tenant may choose, in time for commencement of the 2020 McNeese State University football season September 5, 2020 in exchange for placement of the three (3) advertising billboards described above on Lessor's land for thirty (30) years and for advertising time on Lamar's on-campus digital billboards to promote Lessor and Tenant.

**WHEREAS**, Tenant agrees that it will, upon execution of this Lease Agreement, sub-lease the Leased Property in a separate lease agreement with Lamar, that is congruent with this Lease Agreement so that Lamar may place the three (3) billboards, two of which will be digital billboards, referenced above on Lessor's property;

**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 the Leased Property under the terms, conditions and provisions more fully set forth herein;



**GROUND LEASE AGREEMENT BETWEEN McNEESE STATE UNIVERSITY AND  
McNEESE STATE UNIVERSITY FOUNDATION**

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

**ARTICLE 1-LEASE OF PROPERTY**

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

All of the property described on the attached Exhibit "A", hereinafter referred to as the "Leased Property".

1.2 Habendum Clause. TO HAVE AND TO HOLD a lease upon the Leased Property for purposes of three (3) advertising billboards, as described more fully in Article 1.4,below, unto Tenant, Tenant's heirs and successors.

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

1.4 Purpose. The primary purpose for which Tenant is leasing the Leased Property and for which Lessor is granting this Lease is for Tenant to sub-lease to Sub-Tenant the Leased Property described in 1.1 to allow for continuation of two (2) Sub-Tenant advertising billboards currently located on Lessor's athletic complex property, as reflected on Exhibit "A"" hereto, and for the installation of a new Sub-Tenant advertising billboard on the Lessor's recreational field complex property. Sub-Tenant's plans and specifications for improvements must be approved by Lessor prior to installation.

**ARTICLE 2-TERM**

The term of this Lease shall be for a period of thirty (30) years commencing on January 1, 2020, and ending at midnight on December 31, 2049.

**ARTICLE 3-RENT**

In consideration of said Lease, Tenant agrees to sub-lease the property at its sole cost and expense, for the purpose of carrying out the improvements described in Article 1.4 in substantial accordance with standards satisfactory to Lessor. Sub-lease consideration will include Sub-Tenant contributing \$400,000 to Tenant for the purpose of purchasing and installing of an electronic video scoreboard at the Lessor's football stadium, to be located at the location of the existing scoreboard, or at such location as Lessor and Tenant may choose. For avoidance of doubt, Sub-Tenant's out of pocket expense for the purchase and installation of the scoreboard and any ancillary equipment

## **GROUND LEASE AGREEMENT BETWEEN McNEESE STATE UNIVERSITY AND McNEESE STATE UNIVERSITY FOUNDATION**

shall not exceed \$400,000. Any additional expense for the entire project will be paid by MSU. Should the amount paid by MSU with public funds exceed \$157,700, including labor, materials, and equipment, it is expressly understood by the Parties that MSU will be required to public bid its portion of the project. Tenant may at its sole discretion contribute additional funds to the project. Once MSU accepts the scoreboard as complete, MSU shall own the scoreboard in its entirety. The electronic video scoreboard shall be fully operational by the commencement of the 2020 McNeese State University football season on September 5, 2020. In addition, when advertising inventory space is available, the sub-lease will require Sub-Tenant to run advertising on the two digital billboards located on Lessor's campus to promote Lessor and Tenant for the life of this thirty (30) year lease.

### **ARTICLE 4-WARRANTY**

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

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

### **ARTICLE 5-UTILITIES**

Tenant shall pay all utilities incurred with the operation of the Leased Property, as well as all deposits and service charges in connection therewith. Tenant may require Sub-Tenant to pay utilities on the Leased Property in lieu of Tenant or reimburse Tenant for said utilities expenses.

### **ARTICLE 6-MAINTENANCE AND REPAIRS**

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

6.2 Right of Inspection. Lessor shall, at all reasonable times, have access to the Leased Property for purposes of inspection of the same. Tenant shall require same of Sub-Tenant.

6.3 Regulations. Tenant hereby agrees that it shall comply with all laws, regulations, and ordinances governing its operations of the Leased Property, and that it will secure, at its own expense, all necessary permits and licenses from all governmental agencies or bodies. Tenant shall require same of Sub-Tenant.

6.4 Electronic Video Scoreboard. Once Lessor accepts the electronic video scoreboard as complete and satisfactory to Lessor, Lessor shall receive all rights related to the electronic video scoreboard manufacturer's warranty. When the warranty expires, Lessor shall assume sole responsibility for all costs related to maintenance and repair of the electronic video scoreboard for the remaining life of the scoreboard.

**GROUND LEASE AGREEMENT BETWEEN McNEESE STATE UNIVERSITY AND  
McNEESE STATE UNIVERSITY FOUNDATION**

**ARTICLE 7 –IMPROVEMENTS**

7.1 Ownership. All structures, equipment and materials placed upon the premises by the Sub-Tenant shall remain the property of Sub-Tenant. At the end of the lease period, Tenant agrees to require Sub-Tenant to remove all permanent improvements or alterations made to the Leased Property at Sub-Tenant's own cost and expense and for Sub-Tenant to restore the surface of the premises to its original condition. Tenant shall include this requirement in the sub-lease with Sub-Tenant of the property.

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

7.2 Installation of Movables. Tenant shall have the right to install any equipment, machinery or other chattels or property of a similar non-permanent nature on the Leased Property, but only for purposes specifically described in this Lease and for no other purpose. Sub-Tenant may be granted the same right.

7.2.1 Ownership. Lessor agrees that the title to all property placed on the Leased Property by Tenant as described in 7.2 shall be vested and remain with Tenant during the term of this Lease. This same right may be granted Sub-Tenant.

**ARTICLE 8- ADVERTISING**

8.1 Impermissible Advertising. Sub-Tenant may not display on billboards, matters that violate state law or promotes: (i) the sale of tobacco products, but may display advertising that includes the industry growers' responsibility messaging, (ii) sexually explicit products or services, (iii) sports-related gambling, (iv) material that is defamatory, obscene, profane, vulgar or otherwise considered socially unacceptable or offensive to the general public or may cause harm to student health, safety or welfare, or (v) political campaigning for public office and other political advertising.

8.2 Other Institutions. Sub-Tenant may not display copy advertising of any other institution of higher learning on the structures covered by this Lease during the term of the Lease and sub-lease.

**ARTICLE 9-INSURANCE**

9.1 Insurance. During the term of this Lease, Tenant shall ensure that the following described policies of insurance coverage and amounts are kept and maintained for the duration of the Lease. Tenant shall require this insurance of Sub-Tenant.

**GROUND LEASE AGREEMENT BETWEEN McNEESE STATE UNIVERSITY AND  
McNEESE STATE UNIVERSITY FOUNDATION**

9.1.2 Comprehensive General Liability Insurance. Comprehensive general liability insurance insuring Tenant and Lessor against liability to the public or to any person using or present on the Leased Property, including the building and improvements located thereon during the term of the Lease or any extension thereof, which insurance shall be a minimum of \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. Policy coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause". Tenant shall require of Sub-Tenant.

9.1.3 Worker's Compensation Insurance. 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. Tenant shall require of Sub-Tenant.

9.1.4 Automobile Liability Insurance. Automobile Liability Insurance with a minimum combined single limit per occurrence of \$1,000,000 on all owned vehicles. Tenant shall require of Sub-Tenant.

9.1.5 Named Insured. All policies of insurance shall state Lessor as an additional insured, and, if applicable, contain a loss payable clause for the benefit of Lessor and/or be properly endorsed with a waiver of subrogation against Lessor. Tenant shall require of Sub-Tenant.

9.1.6 Non-Cancellation Agreement. Each policy of insurance shall, to the extent obtainable, contain an agreement by the insurer that such policies shall not be canceled unless prior written notice is given to Lessor. Tenant shall require of Sub-Tenant.

9.2 Certificates of Insurance. Tenant shall provide Lessor, within five (5) days after the effective date of this Lease, certificates of insurance evidencing the effectiveness of the insurance coverage required under 9.1 Tenant shall require of Sub-Tenant.

**ARTICLE 10-TAXES AND ASSESSMENTS**

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

**ARTICLE 11-INDEMNITY**

Tenant shall indemnify, defend and hold harmless Lessor of and from any and all suits, claims, actions, causes of action, losses, expenses or damages, including attorney's fees, relating to, in connection with, or arising out of or resulting from the use and enjoyment of the Leased Property and all privileges granted herein by this Lease to Tenant, with respect to all persons, including all agents, employees, servants or invitees of Tenant, as well as all property, whether emanating by way of intentional acts, negligence, non-performance or strict liability, and Lessor is further extended the immunity from liability provided by LSA-R.S. 9:3221. As a further consideration of this Lease, Tenant, for itself and its successors, assigns, agents, contractors,

**GROUND LEASE AGREEMENT BETWEEN McNEESE STATE UNIVERSITY AND  
McNEESE STATE UNIVERSITY FOUNDATION**

employees, invitees, customers and licensees, especially releases Lessor from any and all warranties against vices and/or defects, of the Leased Property and all liability for damages suffered from said vices and/or defects and Tenant obligates itself to hold Lessor harmless against any loss for damages or injuries that may be suffered by any person, including Tenant's agents, contractors, employees, invitees and licensees, caused by or resulting from any defects of the Leased Property. In addition, Tenant agrees to defend Lessor in any legal action, suit, claim, cause of action, loss, expense or damage against it and pay in full or satisfy any claims, demands, or judgments made or rendered against Lessor and to reimburse Lessor for any legal expense, including attorney's fees and court costs, which may be incurred by it in defense of any claim, suit, cause of action, loss, expense, damage or legal action. Tenant shall require Sub-Tenant to provide the same indemnification for Lessor.

**ARTICLE 12-ASSIGNMENT OR SUBLEASE**

12.1 Assignment. Tenant shall not have the right to assign this Lease in whole or in part without prior written consent of Lessor. Any attempt to assign this Lease without the written consent of Lessor shall be null and void.

12.2 Sublease. Tenant may sublet the Leased Property to Sub-Tenant only for purposes specifically described in this Lease and for no other purpose. Any attempted sublease for any other purpose without the written consent of Lessor shall be null and void. Sub-Tenant may not sublease the Leased Property without the written consent of Lessor and Sub-Lessor.

**ARTICLE 13-DEFAULT**

If Tenant shall default in any condition or covenant of this Lease, and if such default continues for a period of thirty (30) days after Lessor has notified Tenant of such default and its intention to declare the Lease forfeited, it is thereupon considered terminated or should an execution be issued against Tenant then, and in such event, this Lease shall become null and void. In the event of default, Tenant agrees to pay all costs of eviction, repossession, or other judicial remedies available by law and agrees to pay reasonable attorney fees.

**ARTICLE 14-FORCE MAJEURE**

Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement or an Order from where such delay or failure arises by reason of any Act of God, or any government or any governmental body, acts of the common enemy, the elements, strikes or labor disputes, or other similar or dissimilar cause beyond the control of such party.

**ARTICLE 15-NOTICES**

Any notice, communication, and/or consent provided or permitted to be given, made or accepted by either party must be in writing, and unless otherwise expressly provided herein, shall

**GROUND LEASE AGREEMENT BETWEEN McNEESE STATE UNIVERSITY AND  
McNEESE STATE UNIVERSITY FOUNDATION**

be deemed properly given or served only if delivered personally to the other party hereto or sent by certified mail, return receipt requested, to the respective parties at the following address:

Lessor:       c/o Eddie P. Meche  
                  Vice President for Business Affairs  
                  Box 93295  
                  Lake Charles, LA 70609

Tenant:       c/o Richard H. Reid  
                  Vice President for University Development  
                  Box 91989  
                  Lake Charles, LA 70609

Notice deposited in the mail in the manner set forth above shall be effective, unless otherwise stated in this Lease, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. The parties hereto shall have the right to change their respective addresses for the receipt of notices only upon giving of at least fifteen (15) days written notice to the other party by way of certified mail, return receipt requested.

**ARTICLE 16-SURRENDER OF POSSESSION**

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

**ARTICLE 17-SPECIFIC PERFORMANCE**

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

**ARTICLE 18-BINDING EFFECT**

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

**ARTICLE 19-GENDER**

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

**GROUND LEASE AGREEMENT BETWEEN McNEESE STATE UNIVERSITY AND  
McNEESE STATE UNIVERSITY FOUNDATION**

**ARTICLE 20-SEVERABILITY**

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

**ARTICLE 21-GOVERNING LAW**

It is understood by and between the parties that the law applicable to the interpretation of this Ground Lease Agreement is the law of the State of Louisiana, and the parties do hereby agree that the proper venue for any interpretation, suit claim, or cause of action between the parties should be decided by the 14<sup>th</sup> Judicial District Court for the Parish of Calcasieu.

**ARTICLE 22-EFFECTIVE DATE**

The effective date of this Lease, irrespective of the date of execution by Lessor or Tenant, shall be January 1, 2020. This agreement shall not be binding and effective until it has been approved by the Board of Supervisors of the University of Louisiana System.

**ARTICLE 23-TERMINATION**

23.1 Termination for Convenience. Lessor may terminate this Lease for convenience by giving Tenant ninety (90) days' written notice of its intent to terminate this lease. Should Lessor terminate this lease for convenience, Sub-Tenant shall be entitled to the unamortized cost of the \$400,000 contributed toward the football stadium electronic video scoreboard. For this purpose, the amortization period shall be fifteen (15) years with an annual interest rate of 4%.

23.2 Termination of Cause. Lessor may terminate this Lease for cause based upon the failure of Tenant to comply with the terms and/or conditions of this Lease; provided that Lessor has given Tenant written notice specifying Tenant's failure. If within thirty (30) days after receipt of such notice, Tenant has not either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Lessor may, at its option, place Tenant in default, and the Lease shall terminate on the date specified in such notice.

Tenant may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the Lessor to comply with the terms and conditions of this Lease; provided that the Tenant shall give the Lessor written notice specifying the Lessor's failure and a reasonable opportunity for the Lessor to cure the defect.

23.3 Relocation due to Condemnation or Expropriation. In the event of condemnation or expropriation of the Leased Property or any part thereof by proper authorities, Lessor grants to Tenant the right to relocate its affected advertising billboards on Lessor's remaining property adjoining the condemned or expropriated property at a location agreed to by Lessor, Tenant, and

**GROUND LEASE AGREEMENT BETWEEN McNEESE STATE UNIVERSITY AND  
McNEESE STATE UNIVERSITY FOUNDATION**

Sub-Tenant. Any award for condemnation or expropriation of Lessor's property shall accrue to Lessor.

**ARTICLE 24-OWNERSHIP**

All records, reports, documents and other material delivered or transmitted to Tenant by Lessor shall remain the property of Lessor, and shall be returned by Tenant to Lessor, at Tenant's expense, at termination or expiration of this Lease. All records, reports, documents, or other material related to this Lease and/or obtained or prepared by Tenant in connection with the performance of the services agreed herein shall become the property of Lessor, and shall, upon request, be returned by Tenant to Lessor, at Tenant's expense, at termination or expiration of this Lease.

**ARTICLE 25-AUDITOR'S CLAUSE**

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors shall have the option of auditing all accounts of Tenant which relate to this contract.

**ARTICLE 26-REMEDIES FOR DEFAULT**

Any claim or controversy arising out of this Lease shall be resolved by the provisions of LSA R.S. 39:1672.2-1672.4.

**ARTICLE 27-DISCRIMINATION**

The Lessor and Tenant agree to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Lessor and Tenant agree not to discriminate in its employment practices, and will render services under this Lease without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities.

**ARTICLE 28-ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the Parties and supersedes any prior oral or written understandings or agreements of the Parties. All amendments to or waivers of this Agreement must be in writing signed by all the parties.



**GROUND LEASE AGREEMENT BETWEEN McNEESE STATE UNIVERSITY AND  
McNEESE STATE UNIVERSITY FOUNDATION**

[Signature page follows]

**GROUND LEASE AGREEMENT BETWEEN McNEESE STATE UNIVERSITY AND  
McNEESE STATE UNIVERSITY FOUNDATION**

THUS DONE AND PASSED in the presence of the undersigned competent witnesses, in the  
City of Lake Charles, Parish of Calcasieu, State of Louisiana on this \_\_\_\_\_ day of  
\_\_\_\_\_ 2019.

WITNESSES:

**MCNEESE STATE UNIVERSITY  
FOUNDATION, Tenant**

\_\_\_\_\_  
\_\_\_\_\_  
(Printed Name)

BY: \_\_\_\_\_  
**RICHARD H. REID,**  
**Executive Vice President**

\_\_\_\_\_  
\_\_\_\_\_  
(Printed Name)

BY: \_\_\_\_\_  
**ERIC A. SANDERS, D.D.S.,**  
**President**

WITNESSES:

**MCNEESE STATE UNIVERSITY,**  
**Lessor**

\_\_\_\_\_  
\_\_\_\_\_  
(Printed Name)

BY: \_\_\_\_\_  
**DR. DARYL V. BURCKEL,**  
**President**

\_\_\_\_\_  
\_\_\_\_\_  
(Printed Name)

**GROUND LEASE AGREEMENT BETWEEN McNEESE STATE UNIVERSITY AND  
McNEESE STATE UNIVERSITY FOUNDATION**

**“Exhibit A”**

Leased Property

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

**FACILITIES PLANNING COMMITTEE**

**December 5, 2019**

**Item G.3.**      **University of Louisiana at Lafayette's request for approval to demolish the Beau Soleil Home facility.**

**EXECUTIVE SUMMARY**

The University is requesting Board approval to demolish the Beau Soleil Home. This was a student-built project in 2009 and was entered into the 2009 Solar Decathlon and put on display at the University since that time. Unfortunately, this building was in the past and is currently infested with Formosa termites. After 10 years of annual repairs, it has become more expensive to make the necessary repairs than the building is worth so the University is requesting to demolish the structure.

Please refer to the attached photos to view the structure.

**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 to demolish the Beau Soleil Home facility.

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



November 7, 2019

G 3

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

**RE: Beau Soleil Home (428006/109) Building Demolition**

**Senate District 23 – Page Cortez  
House District 44 – Vincent J. Pierre**

Dear Dr. Henderson:

In order to comply with R. S. 38:2212.1 regarding the demolition of state-owned facilities, we are required to have a resolution of approval from our governing board. This facility is being demolished because of an on-going termite and maintenance problem. It will be more costly to repair this facility than its value.

Should you have any further questions, please contact me or Scott Hebert at (337) 482-2001. Please place this item on the agenda for the December 2019 meeting of the Board of Supervisors.

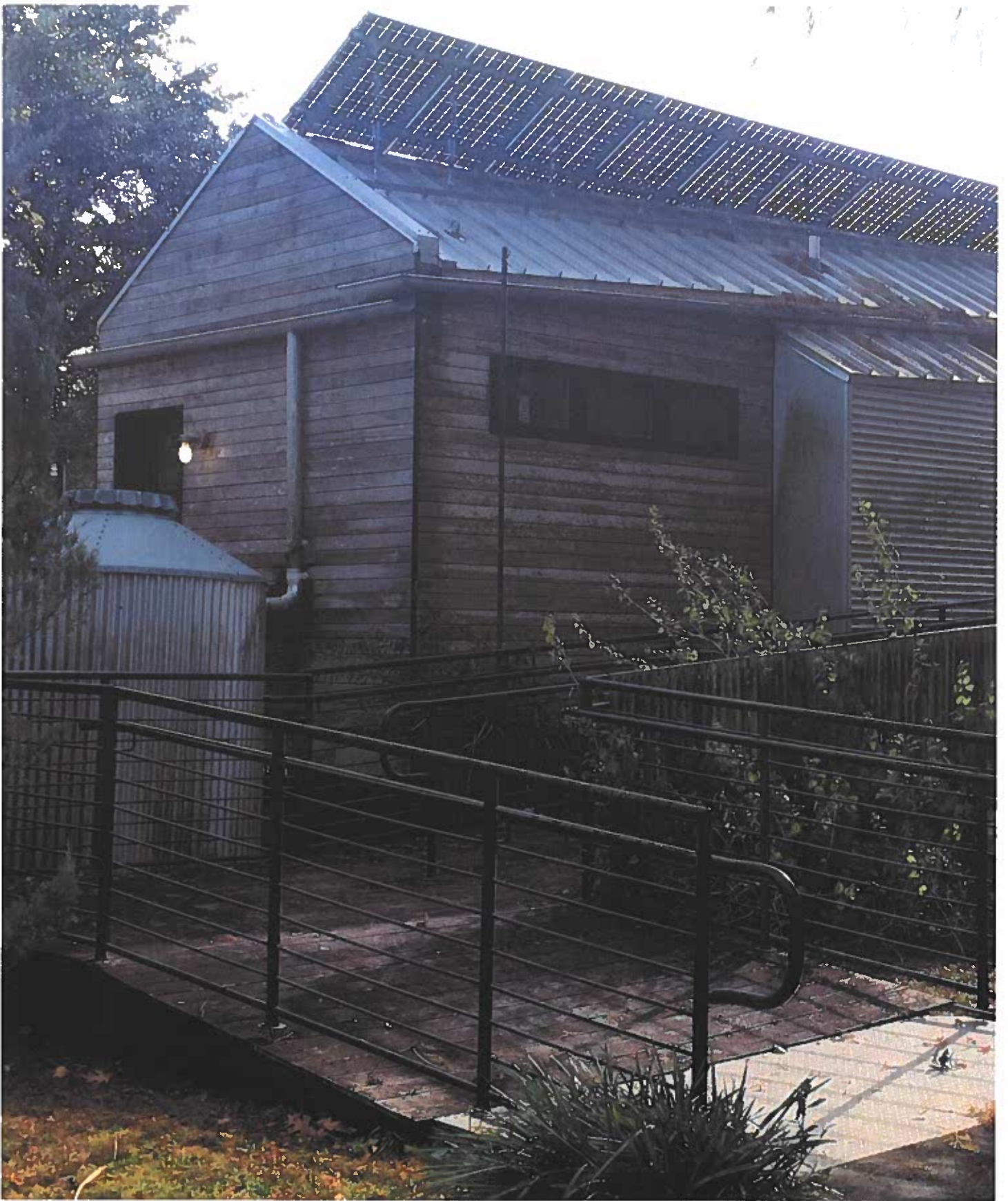
Sincerely,

A handwritten signature in blue ink, appearing to read "E. Joseph Savoie", with a stylized flourish at the end.

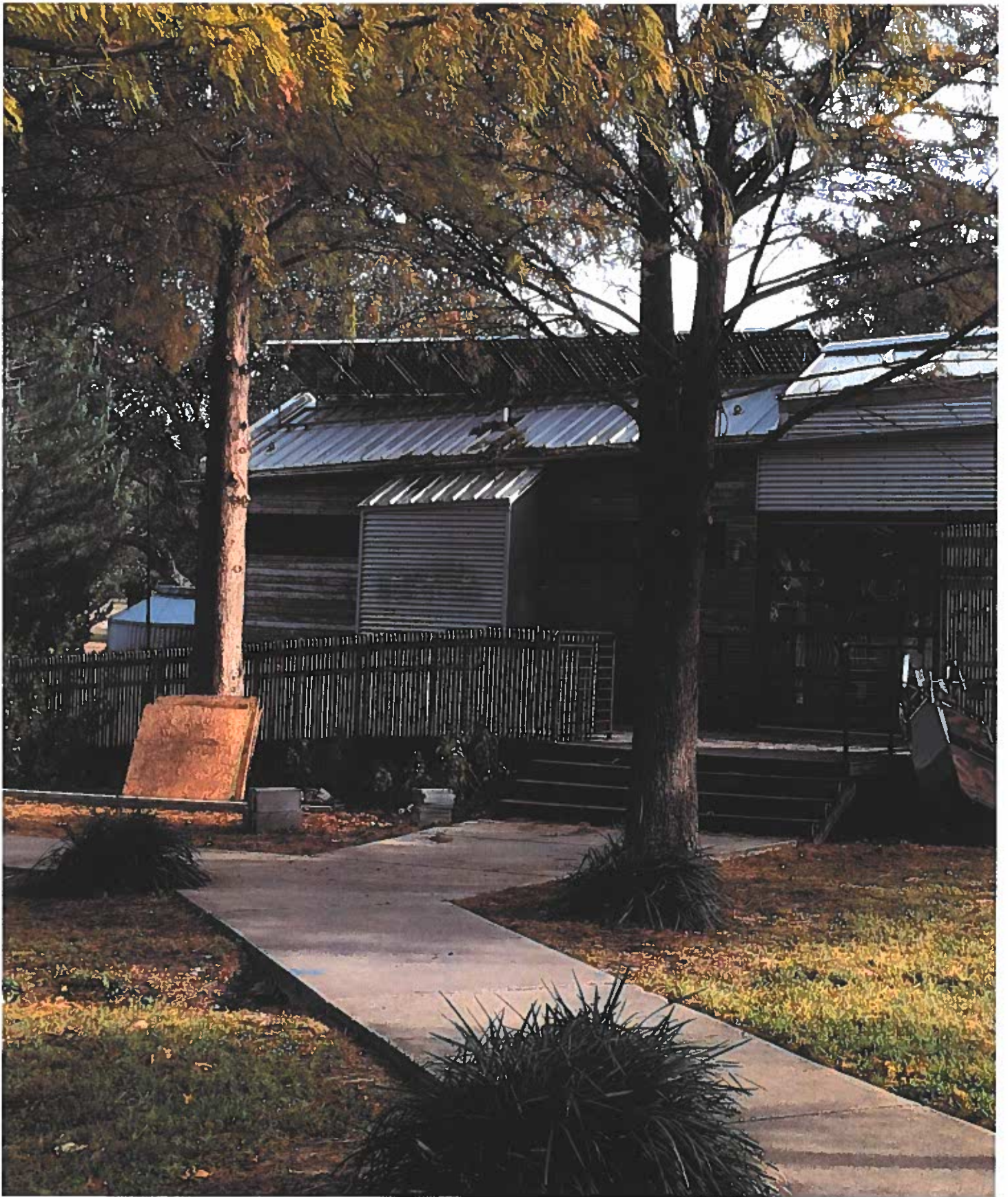
E. Joseph Savoie  
President

SVC

C: Mr. Mark Moses  
Mr. Bruce Janet  
Mr. Jerry LeBlanc  
Mr. Bill Crist  
Mr. Scott Hebert







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

**FACILITIES PLANNING COMMITTEE**

**December 5, 2019**

- Item G.4.**     **University of Louisiana at Monroe's** request for approval to enter into a Grounds and Facilities Lease Agreement with ULM Facilities, Inc., a 501(c)3 not-for-profit corporation, to construct a new student dining facility pursuant to the authority vested in La. R.S. 17:3361.

**EXECUTIVE SUMMARY**

The University of Louisiana Monroe requests approval to enter into a Grounds and Facilities Lease Agreement with ULM Facilities, Inc. (ULMFI) to construct a new student dining facility on the main campus. The University will lease the land, as defined in the attached plat, to ULMFI. The property is located at the northwest corner of University Avenue and Northeast Drive. This land and facilities will be leased to ULMFI for \$1.00 per year.

In March of 2016, the demolition of Garrett Hall was approved by the Board and has since been removed. This location sits in the heart of the University's academic activities and makes the site ideal for a new student facility. The details for this facility and the financing structure are being discussed and will be presented at a later date. The lease will be terminated if the project does not move forward.

ULMFI anticipates the total actual funding for construction available on this project will be approximately \$11,000,000 and will be financed with self-generated funds. The University's land or property will not be used as security for this project.

The Grounds and Facilities Lease Agreements will expire when a substantial completion document is signed and all construction is completed.

**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 enter into a Grounds and Facilities Lease Agreement with ULM Facilities, Inc., a 501(c)3 not-for-profit corporation, to construct a new student dining facility pursuant to the authority vested in La. R.S. 17:3361.



***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 prior to execution of documents.

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

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



## Office of the President

University Library 632 | 700 University Avenue | Monroe, LA 71209  
P 318.342.1010 | F 318.342.1019

November 4, 2019

G 4

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

RE: University of Louisiana at Monroe (ULM)  
Request to approve lease for new facility  
December 5, 2019, ULS Board Meeting

Dear Dr. Henderson:

The University of Louisiana at Monroe is requesting approval to proceed with a grounds and facilities lease for construction of a new facility on the main campus. I have enclosed an executive summary providing information regarding the lease. Please include ULM's request for approval on the December 5, 2019, board meeting agenda. Details for the facility are still being discussed and will be communicated at a later date.

In order to expedite the process and for further confirmation on the project, we have included the Board of Regents staff for their approval.

Should you have any questions or need further information please contact Michael Davis, ULM Director of Facilities. Mr. Davis may be reached by phone at 318-342-5171 or by email at [mdavis@ulm.edu](mailto:mdavis@ulm.edu). Thank you for your consideration of this request.

Sincerely,

Nick J. Bruno, Ph.D.  
President

cc: Dr. William Graves, Vice President for Business Affairs  
Mr. Michael Davis, ULM Facilities Planning Officer  
Mr. Bruce Janet, UL System Director of Internal and External Audit  
Mr. Chris Herring, BoR Assistant Commissioner for Facilities

# #TAKEFLIGHT

ULM is a member of the University of Louisiana System • AA/EOE

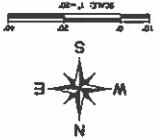
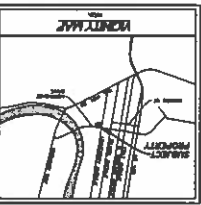
BOUNDARY & TOPOGRAPHIC SURVEY  
 0.750 ACRES TRACT FOR UTAH  
 NORTHWEST CORNER & UNIVERSITY AVENUE  
 SALT LAKE CITY, UTAH 84143  
 801-462-1144  
 LAZEBNY & ASSOCIATES, INC.  
 CONSULTING ENGINEERS & LAND SURVEYORS  
 1000 WEST 1000 SOUTH, SUITE 100  
 SALT LAKE CITY, UTAH 84119

**CERTIFICATION**  
I, DONALD W. MOORE, JR., P.E., a Licensed Professional Engineer in the State of California, do hereby certify that the above information is true and correct to the best of my knowledge and belief, and that I am a duly Licensed Professional Engineer in the State of California, License No. 44219.  
DATE 3-30-79 MONTHLY 3 MOON & P.E. NO. 3119

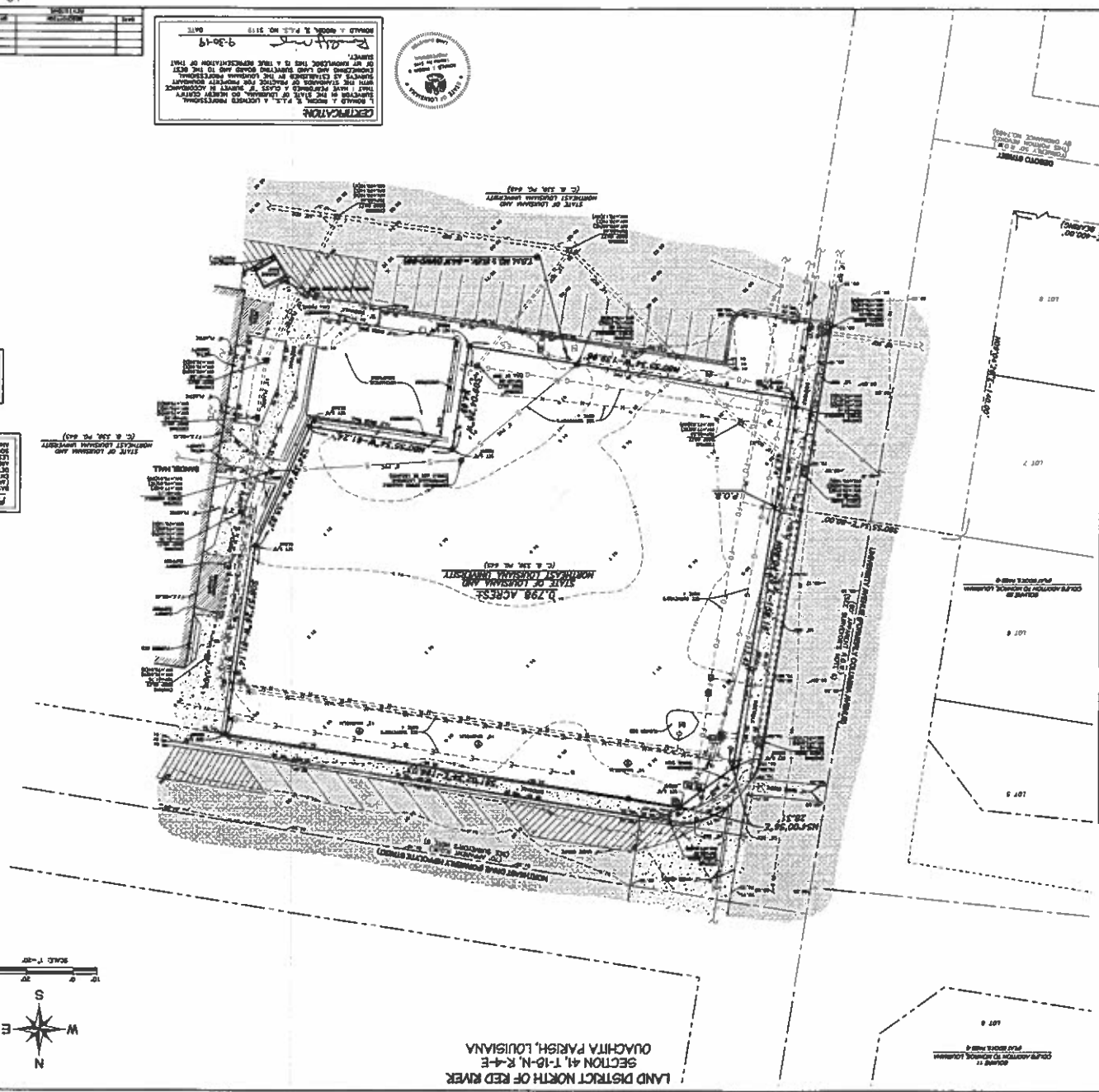


1. BM NO. 5 ELEV. = 84.71 (NAVD-88)  
 CONTROL "C" IN CONCRETE BASE OF LIGHT POLE  
 LOCATED APPROXIMATELY 100' EAST OF THE SOUTHWEST  
 CORNER OF THE SUBJECT TRACT AS SHOWN HEREON.

**FLOOD ZONE DATA**

[illegible]

ND DISTRICT NORTH OF RED RIVER  
SECTION 41, T-18-N, R-4-E  
OUACHITA PARISH, LOUISIANA

[illegible]

1. REFERENCE PLANTS.

2. 1972 1973 1974 1975 1976 1977 1978 1979 1980 1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028 2029 2030 2031 2032 2033 2034 2035 2036 2037 2038 2039 2040 2041 2042 2043 2044 2045 2046 2047 2048 2049 2050 2051 2052 2053 2054 2055 2056 2057 2058 2059 2060 2061 2062 2063 2064 2065 2066 2067 2068 2069 2070 2071 2072 2073 2074 2075 2076 2077 2078 2079 2080 2081 2082 2083 2084 2085 2086 2087 2088 2089 2090 2091 2092 2093 2094 2095 2096 2097 2098 2099 2100 2101 2102 2103 2104 2105 2106 2107 2108 2109 2110 2111 2112 2113 2114 2115 2116 2117 2118 2119 2120 2121 2122 2123 2124 2125 2126 2127 2128 2129 2130 2131 2132 2133 2134 2135 2136 2137 2138 2139 2140 2141 2142 2143 2144 2145 2146 2147 2148 2149 2150 2151 2152 2153 2154 2155 2156 2157 2158 2159 2160 2161 2162 2163 2164 2165 2166 2167 2168 2169 2170 2171 2172 2173 2174 2175 2176 2177 2178 2179 2180 2181 2182 2183 2184 2185 2186 2187 2188 2189 2190 2191 2192 2193 2194 2195 2196 2197 2198 2199 2200 2201 2202 2203 2204 2205 2206 2207 2208 2209 2210 2211 2212 2213 2214 2215 2216 2217 2218 2219 2220 2221 2222 2223 2224 2225 2226 2227 2228 2229 2230 2231 2232 2233 2234 2235 2236 2237 2238 2239 2240 2241 2242 2243 2244 2245 2246 2247 2248 2249 2250 2251 2252 2253 2254 2255 2256 2257 2258 2259 2260 2261 2262 2263 2264 2265 2266 2267 2268 2269 2270 2271 2272 2273 2274 2275 2276 2277 2278 2279 2280 2281 2282 2283 2284 2285 2286 2287 2288 2289 2290 2291 2292 2293 2294 2295 2296 2297 2298 2299 2300 2301 2302 2303 2304 2305 2306 2307 2308 2309 2310 2311 2312 2313 2314 2315 2316 2317 2318 2319 2320 2321 2322 2323 2324 2325 2326 2327 2328 2329 2330 2331 2332 2333 2334 2335 2336 2337 2338 2339 2340 2341 2342 2343 2344 2345 2346 2347 2348 2349 2350 2351 2352 2353 2354 2355 2356 2357 2358 2359 2360 2361 2362 2363 2364 2365 2366 2367 2368 2369 2370 2371 2372 2373 2374 2375 2376 2377 2378 2379 <

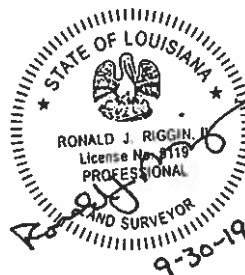
0.798 Acre± Tract  
Section 41, T18N, R4E  
Land District North of Red River  
Ouachita Parish, Louisiana  
L & A, Inc. Project No. 19S040.00

**LEGAL DESCRIPTION**

A certain tract or parcel of land situated in Section 41, Township 18 North, Range 4 East, Land District North of Red River, Ouachita Parish, Louisiana, and being more particularly described as follows:

Commence at a found 5/8" rebar at the northeast corner of Lot 5, Square 22 of Cole's Addition to Monroe, Louisiana, as per plat filed in Plat Book 3, Page 4 of the records of Ouachita Parish, Louisiana; proceed North 09°04'26" East, a distance of 50.00 feet to the southeast corner of Lot 8, Square 19 of said subdivision and also on the north right-of-way line of Desoto Street (50' R.O.W.); thence proceed South 80°55'34" East along the north right-of-way line of Desoto Street (this portion of street revoked by Ordinance No. 7465), a distance of 400.00 feet to the southeast corner of Lot 8, Square 20 of said subdivision and also on the west right-of-way line of University Avenue (formerly Columbia Avenue) (80' Apparent R.O.W.); thence proceed North 09°04'26" East along the east line of Square 20 of said subdivision and the west right-of-way line of University Avenue, a distance of 140.00 feet to the northeast corner of Lot 7, Square 20 of said subdivision; thence proceed South 80°55'34" East, a distance of 80.00 feet to the apparent east right-of-way line of University Avenue, and the **POINT OF BEGINNING**; thence proceed North 09°04'26" East along the apparent east right-of-way line of University Avenue, a distance of 112.42 feet to a set 5/8" rebar on the apparent south right-of-way line of Northeast Drive (formerly Hippolyte Street) (70' Apparent R.O.W.); thence proceed North 54°00'56" East along the apparent south right-of-way line of Northeast Drive, a distance of 28.31 feet to a set 5/8" rebar; thence proceed South 81°02'34" East along the apparent south right-of-way line of Northeast Drive, a distance of 196.03 feet to a set 5/8" rebar; thence proceed South 08°57'26" West, a distance of 81.14 feet to a set 5/8" rebar; thence proceed South 24°39'40" West, a distance of 55.82 feet to a set 5/8" rebar; thence proceed North 80°55'34" West, a distance of 61.24 feet to a set 5/8" rebar; thence proceed South 09°04'26" West, a distance of 44.69 feet to a set 5/8" rebar; thence proceed North 80°55'34" West, a distance of 139.96 feet to a set 5/8" rebar on the apparent east right-of-way line of University Avenue; thence proceed North 09°04'26" East along the apparent east right-of-way line of University Avenue, a distance of 46.74 feet to the **POINT OF BEGINNING**, containing 0.798 acres, more or less, and being subject to all easements, servitudes, and rights-of-way of record and/or of use.

This description is based on the Boundary Survey and Plat prepared by Ronald J. Riggins, II, Professional Land Surveyor, dated September 30, 2019.



## **GROUND and FACILITIES LEASE AGREEMENT**

by and between

**Board of Supervisors for the University of Louisiana System,**  
on behalf of the **University of Louisiana at Monroe**  
(as Lessor)

and

**University of Louisiana Monroe Facilities, Inc.**  
(as Lessee)

Dated as of December 3, 2019

in connection with:

**ULM STUDENT FACILTY** on the campus of the  
University of Louisiana at Monroe

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## **GROUND LEASE AGREEMENT**

This GROUND LEASE AGREEMENT (together with any amendment hereto or supplement hereof, the “**Ground Lease**”) dated as of December 3, 2019, is entered into by and between the Board of Supervisors for the University of Louisiana System (the “**Board**”), a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the University of Louisiana at Monroe (the “**University**”), which Board is represented herein by Nick J. Bruno, President of the University, duly authorized and University of Louisiana Monroe Facilities, Inc., a Louisiana nonprofit corporation represented herein by its Chairperson, Dan W. Robertson (the “**Corporation**”).

### W I T N E S S E T H

WHEREAS, the Board is a public constitutional corporation organized and existing under the laws of the State of Louisiana and the University is a university under its management pursuant to La. R.S. 17:3217;

WHEREAS, the Corporation is a private nonprofit corporation organized and existing under the Louisiana Nonprofit Corporation Law (La. R.S. 12:201, *et seq.*), whose purpose is to support and benefit the educational, scientific, research and public service missions of the University;

WHEREAS, pursuant to La. R.S. 17:3361 through 17:3366, the Board is authorized to lease to a private entity, such as the Corporation, any portion of the campus of the University (the “**Campus**”) provided the Corporation is thereby obligated to construct improvements for furthering the educational, scientific, research or public service functions of the Board;

WHEREAS, in order to further these functions of the Board, by development of facilities for students, faculty and staff on the Campus, the Board deems it advisable that a portion of the Campus, along with ingress and egress, be leased to the Corporation for the purpose of constructing a Student Facility on the ULM Campus;

WHEREAS, the Board and the Corporation have agreed to enter into this Ground Lease whereby the Board will lease certain property owned by the Board and located on the Campus to the Corporation;

WHEREAS, the Board and the Corporation have agreed that the Corporation shall construct a Student Facility on the ULM campus (the “**Facilities**”) on the land leased hereunder which will be owned by the Board as constructed and leased to the Corporation pursuant to this Ground Lease. The total project cost is expected to be \$11,000,000.00 and it will be funded by the Corporation. Upon completion of the project, this Ground and Facilities Lease shall expire and all of ULMFT’s interest in the facilities shall be assigned to the Board.

The Corporation will contract directly with a contractor for all the work necessary to complete the project. The Corporation will also be responsible for facilitating and overseeing the entire construction project.

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 GROUND LEASE**

Section 1.01 Lease of Land. The Board does hereby let, demise, and rent unto the Corporation, and the Corporation does hereby rent and lease from the Board, the real property (the “Land”) more particularly described on **Exhibit A** attached hereto, together with all existing and future improvements, alterations, additions and attached fixtures located or to be located on the Land (the “**Facilities**”) 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 Corporation, 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 and the Facilities together with all and singular the rights, privileges, and appurtenances thereto attaching or anywise belonging, exclusively unto the Corporation, 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 one (1) year term beginning on December 3, 2019. The effective date of the lease will begin after all appropriate approvals are obtained from the University of Louisiana System Board and the Louisiana Board of Regents. The lease will end on the earlier of (i) December 2, 2021, or (ii) the date of substantial completion of the project (the “**Expiration Date**”). Upon the expiration date of the Ground Lease, all of the Corporation’s right, title and interest in the Facilities shall immediately and automatically terminate and shall be assigned, transferred to and vested in the Board.

## **ARTICLE TWO DEFINITIONS**

Section 2.01 Definitions. All capitalized terms not otherwise defined herein shall have the meanings assigned thereto in the preamble hereto. In addition to such other defined terms as may be set forth in this Ground Lease, the following terms shall have the following meanings:

“**Affiliate**” means, with respect to a designated Person under this Ground 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.

**“Award”** means any payment or other compensation received or receivable as a consequence of a Taking from or on behalf of any Governmental Authority or any other Person vested with the power of eminent domain.

**“Board”** means Board of Supervisors for the University of Louisiana System, formerly known as the Board of Trustees for State Colleges and Universities, or its legal successor as the management board of the University, acting on behalf of the University.

**“Board Representative”** means the Person or Persons designated by the Board in writing to serve as the Board’s representative(s) in exercising the Board’s rights and performing the Board’s obligations under this Ground Lease; the Board Representative shall be the President of the Board of Supervisors for the University of Louisiana System, or his or her designee, the Assistant Vice President for Facilities Planning, or his or her designee, or the President of the University, or his or her designee, or any other representative designated by resolution of the Board, of whom the Corporation has been notified in writing.

**“Board’s Interest”** means the Board’s ownership interest in and to the Land and the Facilities.

**“Business Day”** means any day other than (i) a Saturday, (ii) a Sunday, (iii) any other day on which banking institutions in New York, New York, Baton Rouge, Louisiana, or the principal office of the Lender 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.

**“Campus”** means the campus of the University of Louisiana at Monroe.

**“Commencement of Construction”** means the date on which the demolition, excavation or foundation work is begun for the Facilities, which date shall occur after all appropriate approvals are obtained from the University of Louisiana System Board, the Louisiana Board of Regents, and the Louisiana Department of Administration.

**“Commencement Date”** means the effective date of the Ground Lease, which is December 3, 2019.

**“Construction Contract”** means the contract or contracts between the Corporation and the Developer for the design and construction of the Facilities in accordance with the Plans and Specifications.

**“Contractor”** means a licensed general contractor that constructs all of the improvements as outlined in the Request for Proposal (“RFP”).

**“Corporation”** means University of Louisiana Monroe Facilities, Inc., a nonprofit corporation organized and existing under the laws of the State for the benefit of the University, and also includes every successor corporation and transferee of the Corporation.

**“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 Ground Lease as set forth in Section 1.03 hereof.

**“Facilities”** means the improvements constructed or installed on the land including, but not limited to, the building, parking areas, and other improvements, components, and fixtures shown on the Plans and Specifications, and all alterations, repairs, modifications, replacements, or additions thereto.

**“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 Corporation; (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 Corporation.

**“Governmental Authority”** means any and all jurisdictions, entities, courts, boards, agencies, commissions, offices, divisions, subdivisions, departments, bodies or authorities of any nature whatsoever of any governmental unit (federal, state, parish, district, municipality, city or otherwise) whether now or hereafter in existence.

**“Hazardous Substance”** 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.

**“Independent Architect”** means the architect, engineer, or consultant selected and retained by the Board to inspect the Facilities on behalf of the Board.

**“Land”** means the real property and improvements thereon more particularly described on **Exhibit A** attached hereto upon which the Facilities are to be constructed and located, as amended from time to time as authorized hereby.

**“OFPC”** means the State of Louisiana Office of Facility Planning and Control.

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

**“Plans and Specifications”** means the plans and specifications for the construction of the Facilities, as implemented and detailed from time to time, as the same may be revised from time to time prior to the completion of the Facilities in accordance with this Ground Lease.

**“Rent”** means the annual rent paid by the Corporation as set forth in Section 3.01 hereof.

**“RFP”** means the Request for Proposals relating to the selection of a contractor to construct the Facilities.

**“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.

**“University”** means University of Louisiana at Monroe in Monroe, Louisiana.

### **ARTICLE THREE RENT**

Section 3.01 Rent. Commencing on the Commencement Date and continuing throughout the Term, the Corporation shall pay to the Board, at the address set forth in Section 18.02 hereof or such other place as the Board 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.

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

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

Section 4.01 Purpose of Lease. The Corporation enters into this Ground Lease for the purpose of developing and constructing the Facilities in accordance with the Plans and

Specifications, and except as otherwise provided herein, the Facilities are to be used for no other purpose.

Section 4.02 Benefit of the Board and the University. The Board shall own the Facilities subject to the Corporation's rights under this Ground Lease. The Facilities shall be owned and leased for a public purpose related to the performance of the duties and functions of the Board and the University.

Section 4.03 Compliance with Statutory Requirements. Section 3361, et, seq. of Title 17 of the Louisiana Revised Statutes prescribes rules and regulations for leases of any portion of the campus by a college or university. By execution of this Ground Lease, the Board represents that it has complied with applicable statutory requirements of such Title 17 including, without limitation:

- A. the waiver by written consent of the formulation and adoption of rules, regulations and requirements, if any, relative to the erection, construction and maintenance of the Facilities referenced in Section 3362 A of Title 17 of the Louisiana Revised Statutes, other than those set forth in this Ground Lease or specifically referenced in this Ground Lease;
- B. the waiver by written consent of the Board's right to require removal of the Facilities referenced in Section 3362 B of Title 17 of the Louisiana Revised Statutes, except as set forth in this Ground Lease; and
- C. the waiver by written consent of the Board's right to adopt such rules or regulations as it deems necessary or desirable relative to the conduct and social activities of people in structures erected on the leased grounds referenced in Section 3364 of Title 17 of the Louisiana Revised Statutes, except as may be specified in this Ground Lease.

## **ARTICLE FIVE CONSTRUCTION OF THE FACILITIES**

Section 5.01 The Corporation's Construction Obligations. The Corporation will develop and construct the Facilities on the Land at its own cost and expense. Upon completion of the project, and the Corporation shall assign all of its interest in the facilities to the Board. The Board shall not have any other financial obligation or other obligation of any kind under this Ground Lease except to review and approve the Corporation's activities and as specifically set forth herein.

- A. The Corporation shall furnish or cause to be furnished all supervision, tools, implements, machinery, labor, materials and accessories such as are necessary and proper for the construction of the Facilities, shall pay all applicable permit and license fees, and shall construct, build, and complete the Facilities in a good, substantial and workmanlike manner all in accordance with this Ground Lease, and

in compliance with the Plans and Specifications, and all documents executed pursuant hereto and thereto. The Corporation and the Board agree to cooperate fully to the end that fee and permit exemptions available with respect to the Facilities under applicable law are obtained by the party or parties entitled thereto.

B. Subject to the provisions of this Section 5.01, all decisions regarding construction matters shall be made by the Corporation, working with the Contractor. The Contractor has been selected as contractor to construct the Facilities in accordance with the RFP. The parties hereto acknowledge that the Board Representative and any other party whose consent is necessary to the Board's authority have previously reviewed and approved the form of the Construction Contract for the Facilities. Prior to the Commencement of Construction, the Board Representative (and the OFPC for compliance with the building codes in accordance with La. R.S. 40:1721-24) and any other party whose consent is necessary to the Board's authority shall review and approve the Plans and Specifications and the form of Construction Contract relating to such subsequent phase of the Facilities. In addition, at no cost to the Corporation or the University, the OFPC, in accordance with Act 758, will review the Plans and Specifications to ensure compliance with its design and construction standards, and the OFPC may participate in regular construction meetings. OFPC will be provided monthly written progress reports during construction.

C. Changes in work and materials are subject to review and approval of the Board Representative and the OFPC; however minor changes, as defined in the Construction Contract, in work or materials, not affecting the general character of the Facilities or increasing the cost of construction may be made in the Plans and Specifications at any time by the Corporation without the approval of the Board Representative and the OFPC, but a copy of the altered Plans and Specifications shall promptly be furnished to the Board Representative and the OFPC. The Corporation shall notify the Board Representative and the OFPC of any changes in work or materials that require their approval and the Board Representative and the OFPC shall either approve or disapprove any such changes within ten (10) business days after receipt of such notice from the Corporation. Notification shall include sufficient information for the Board Representative and the OFPC to make a determination and to approve or disapprove any changes in work or materials.

D. After completion of the Facilities, at least sixty (60) days prior to undertaking any structural alteration of the Facilities during the Term, the Corporation shall submit plans for such alteration to the Board Representative for approval which approval must be obtained prior to the Corporation making or causing to be made any such structural alteration of the Facilities. The Board Representative shall either approve or disapprove any such alteration within thirty (30) days after receipt of such plans from the Corporation. All construction, alterations or additions to the Facilities undertaken by the Corporation shall be in

conformance with all current applicable laws, codes, rules and regulations, and amendments thereto, including the National Building Code with all current updates and revisions, ANSIA 1117.1 1986 edition with all current updates and revisions, NFPA 101 Life Safety Code, all current ADA requirements for public facilities and all local and state building codes, and, at no cost to the Corporation or the University, the OFPC shall exercise oversight of the construction to insure design and construction meet those standards, policies, guidelines and conventions required for State capital outlay projects. The Corporation shall have the right to contest any such codes for reasonable grounds by ordinary and proper procedures.

E. Subject to time extensions under the Construction Contract and Force Majeure, the Corporation covenants that the Corporation shall cause substantial completion of construction of the Facilities to occur on or before November 30, 2020.

F. Prior to the commencement of construction of the Facilities, the Corporation and the Contractor shall meet with the Board Representative to coordinate construction activity under the Construction Contract. Upon commencement of construction of the Facilities, the Corporation shall deliver to the Board Representative, (1) a copy of the Construction Contract between the Corporation and the Contractor for the design and construction of the Facilities, and (2) a copy of the labor and materials payment and performance bonds in an amount equal to the construction costs set forth in the Construction Contract for the Facilities issued by a company qualified, permitted or admitted to do business of the State of Louisiana and approved by the Board. The Corporation shall take the action specified by La. R.S. 9:4802(c) to be taken by an owner to protect the premises from any liens related to the design or construction of the Facilities.

G. Prior to the Commencement of Construction of the Facilities, any architect whose services have been retained shall provide a standard errors and omissions policy, with such additional provisions as may be approved by counsel to the Corporation.

H. Any performance bond, labor and material payment bond, or completion bond provided by any contractor hired by the Corporation shall be for 100% of the amount of the contract with such contractor, and shall contain a dual obligee rider in favor of the Board.

I. The Corporation shall, upon written request of the Board, make, in such detail as may reasonably be required, and forward to the Board Representative, reports in writing as to the actual progress of the construction of the Facilities. During such period, the construction work shall be subject to inspection by the Independent Architect and by authorized personnel of the Board in order to verify reports of construction, determine compliance with safety, fire, and building codes,



determine compliance with approved construction plans, or such other inspections as may be necessary in the reasonable opinion of the Board Representative.

J. The Corporation shall inspect the Land and arrange for boundary surveys, topographical surveys, soil borings and other site investigations at its expense to the extent these things have not been done by the Board. The Board does not guarantee that the Land is suitable for construction of the Facilities. Subject to the matters shown on **Exhibit B** attached to this Ground Lease, the Corporation accepts the Land in its present condition. However, the Board represents that to the best of its knowledge and belief, there are no Hazardous Materials or other materials on or under the Land that would materially impact the construction of the Facilities.

K. Except as provided in Section 4.03 hereof, part of the cost of construction of the Facilities shall include all costs necessary for the contractor or applicable utility company to bring lines for all such utilities to the Facilities so that such utilities will be available when required for construction and operation of the Facilities.

## **ARTICLE SIX ENCUMBRANCES**

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

## **ARTICLE SEVEN MAINTENANCE AND REPAIR**

Section 7.01 Maintenance and Repairs. Once this Ground Lease terminates, the University, at the direction of the Board, shall be responsible for maintaining and repairing the Facilities.

## **ARTICLE EIGHT CERTAIN LIENS PROHIBITED**

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

Section 8.02 Release of Recorded Liens. If any such mechanics' liens or materialmen's liens shall be recorded against the Land or Facilities, the Corporation shall cause the same to be

released of record or, in the alternative, if the Corporation in good faith desires to contest the same, the Corporation shall be privileged to do so, but in such case the Corporation hereby agrees to indemnify and save the Board 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 Board reasonably should consider the Board's interest in the Land or the Facilities endangered by any such liens and should so notify the Corporation and the Corporation 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 Board within thirty (30) days after such notice, then the Board, at the Board's sole discretion, may discharge such liens and recover from the Corporation immediately as additional Rent under this Ground Lease the amounts paid, with interest thereon from the date paid by the Board until repaid by the Corporation at the rate of five percent (5%) per annum.

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

## **ARTICLE NINE OPERATION AND MANAGEMENT OF FACILITIES**

Section 9.01 Management of Facilities. Once the Ground Lease terminates, the University, at the direction of the Board, shall operate and manage the Facilities.

Section 9.02 Books and Records. The Corporation shall keep, or cause to be kept, accurate, full and complete books, including bank statements, and accounts showing exclusively its assets and liabilities, operations, transactions and the financial condition of the Corporation.

Section 9.03 Audits. During the term of the Ground Lease and for sixty (60) months thereafter, the Board may, at its option and at its own expense, and during customary business hours, conduct internal audits of the books, bank accounts, records and accounts of the Corporation. Audits may be made on either a continuous or a periodic basis or both, and may be conducted by employees of the Board, by the Louisiana Legislative Auditor or by independent auditors retained by the Board desiring to conduct such audit, but any and all such audits shall be conducted without materially or unreasonably or unnecessarily interrupting or interfering with the normal conduct of business affairs by the Corporation.

## **ARTICLE TEN INDEMNIFICATION**

Section 10.01 Indemnification by the Corporation. Excluding the acts or omissions of the Board, its employees, agents or contractors, the Corporation shall and will indemnify and save

harmless the Board, 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 Corporation's construction of the Facilities. 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 Corporation and the Board shall use the same counsel if such counsel is approved by the Board, which approval shall not be unreasonably withheld or delayed. If the Board does not approve such counsel then the Board may retain independent counsel at the Board's sole cost and expense. It is expressly understood and agreed that the Corporation is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions and that the Board 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.

Section 10.03 Indemnification by the Board. The Board shall indemnify the Corporation, and shall hold the Corporation harmless from and shall reimburse the Corporation for any and all claims, demands, judgments, penalties, liabilities, whether based on strict liability or otherwise, fines, costs, damages and expenses, including court costs and attorneys' fees directly or indirectly incurred by the Corporation (prior to trial, at trial and on appeal) in any action against or involving the Corporation, resulting from any breach of the representations, warranties or covenants of the Board relating to Hazardous Substances or from the discovery of Hazardous Substances in, upon, under or over, or emanating from, the Land or the Facilities, whether or not the Board is responsible therefor and regardless of when such Hazardous Substances come to be present at or were released from the Land or the Facilities, it being the intent of the Board that the Corporation shall have no liability or responsibility for damage or injury to human health, the environment or natural resources caused by, for abatement and/or clean-up of, or with respect to Hazardous Substances by virtue of their interests, if any, in the Land and the Facilities created by the Loan Agreement or otherwise, or hereafter created, or as the result of the Corporation exercising any instrument, including but not limited to becoming the owner thereof by foreclosure or conveyance in lieu of foreclosure.

## **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 Corporation under this Ground Lease.

A. The Corporation shall fail to pay any sum required to be paid to the Board under the terms and provisions of this Ground Lease and such failure shall not be cured within thirty (30) days after the Corporation's receipt of written notice from the Board of such failure.

B. The taking by execution of the Corporation's leasehold estate for the benefit of any Person.

C. The Corporation shall fail to perform any other covenant or agreement, other than the payment of money, to be performed by the Corporation 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 Board of such failure; provided that if during such ninety (90) day period, the Corporation 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 Corporation, 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 Facilities appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator, or other similar official of or for the Corporation or any substantial part of the properties of the Corporation or ordering the winding up or liquidation of the affairs of the Corporation, 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 Corporation of a voluntary case under the Federal Bankruptcy Code, as now or hereafter constituted, or the consent or acquiescence by the Corporation 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 Corporation or any substantial part of the properties of the Corporation.

F. The Corporation, after Commencement of Construction but prior to substantially completing construction of the Facilities, abandons (with no intent to continue) the construction for a period of forty-five (45) consecutive days.

Section 11.02 The Board's Rights Upon Default. Upon the occurrence and during the continuance of an Event of Default, the Board 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 Board shall not have the right to terminate this lease prior to the Expiration Date hereof. However, in the event there is an Event of Default by the Corporation hereunder, the Board shall have the right to terminate the Corporation's right to occupancy of the Land and the Facilities, except that the Facilities, at the option of the Board, shall remain thereon. The Board shall have the right to take possession of the Land and the Facilities and to re-let the Land and the Facilities or take possession in its own right for the remaining Term of the Ground Lease upon such terms and conditions as the Board is able to obtain. Upon such re-letting, the Corporation hereby agrees to release its leasehold interest and all of its rights under this Ground Lease to the new lessee of the Land (or to the Board, if the Board wishes to remain in possession on its own behalf) in consideration for the new lessee (or the Board, as applicable) agreeing to assume all of the Corporation's obligations under the Ground Lease.

Section 11.04 Rights of The Board Cumulative. All rights and remedies of the Board 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 Board 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 Board 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 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 of future breaches of such covenant or option.

## **ARTICLE TWELVE TITLE TO THE FACILITIES**

Section 12.01 Title to Facilities. Title to the existing facilities and any new Facilities as they are constructed shall be vested in the Board. The Facilities and all fixtures, equipment and furnishings permanently affixed to the Facilities shall be the property of the Board upon termination of this Ground Lease whether such termination be by expiration of the Term or an earlier termination under any provision of this Ground Lease.

Section 12.02 Insurance Proceeds. Notwithstanding the fact that title to the Facilities is vested in the Board, if all or any portion of the Facilities is damaged or destroyed by acts of God, fire, flood, natural disaster, the elements, casualties, thefts, riots, civil strife, lockout, war, nuclear explosion or otherwise (collectively "**Casualty**"), during the term of the Ground Lease, the proceeds of any insurance received on account of any such Casualty shall be disbursed to the Corporation as though the Corporation were the owner of the Facilities.

## **ARTICLE THIRTEEN**

## **CONDEMNATION**

Section 13.01 Condemnation. Upon the permanent Taking of all the Land and the Facilities, this Ground Lease shall terminate and expire as of the date of such Taking, and both the Corporation 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 Board apportioned as of the date of the Taking or the last date of occupancy, whichever is later. The Corporation shall receive notice of any proceedings relating to a Taking and shall have the right to participate therein.

Section 13.02 Partial Condemnation if the Ground Lease is in Effect. Upon a temporary Taking or a Taking of less than all of the Land and the Facilities, the Corporation, at its election, may terminate this Ground Lease by giving the Board notice of its election to terminate at least sixty (60) days prior to the date of such termination. In the event there is a partial condemnation of the Land and the Corporation decides not to terminate this Ground Lease, the Board and the Corporation shall either amend this Ground Lease or enter into a new lease so as to cover an adjacent portion of property, if necessary to restore or replace any portion of the Land and/or Facilities.

Section 13.03 Payment of Awards if Ground Lease is in Effect. Upon the Taking of all or any portion of the Land or the Facilities while the Ground Lease remains in full force and effect, the Board shall be entitled (free of any claim by the Corporation) to the Award for the value of the Board's Interest and the Corporation shall be entitled to the Award for the value of the Corporation's interest in the Land under this Ground Lease that is the subject of the Taking.

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

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

Section 14.02 Subletting. The Corporation is not authorized to sublet the leasehold estate to any entity other than the Board.

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

## **ARTICLE FIFTEEN COMPLIANCE CERTIFICATES**

Section 15.01 The Corporation Compliance. The Corporation 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 its 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 Corporation 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 prospective purchaser of the Board's Interest or by any other Person.

Section 15.02 The Board's Compliance. The University agrees, at any time and from time to time, upon not less than thirty (30) days prior written notice by the Corporation, to execute, acknowledge and deliver to the Corporation a statement in writing addressed to the Corporation or to such other party as the Corporation 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 has occurred and is continuing hereunder (and stating the nature of any such Event of Default); (d) during the construction period, the status of construction of the Facilities and the estimated date of completion thereof; and (e) 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 undertenant or prospective undertenant of the whole or any part of the Facilities, or by any other Person.

## **ARTICLE SIXTEEN TAXES AND LICENSES**

Section 16.01 Payment of Taxes. The Board shall pay, and, upon request by the Corporation, shall provide evidence of payment to the appropriate collecting authorities of, all federal, state and local taxes and fees, which are now or may hereafter be, levied upon the Corporation's interest in the Land or in the Facilities or upon any of the Corporation's property used in connection therewith or upon the Board or the Board's Interest. The Board may pay any of the above items in installments if payment may be so made without penalty other than the payment of interest. The obligations of the Board to pay taxes and fees under this Section 16.01 shall apply only to the extent that the Board or the Corporation are not exempt from paying such taxes and fees and to the extent that such taxes and fees are not otherwise abated. The Board and the Corporation agree to cooperate fully with each other to the end that tax exemptions available with respect to the Land and the Facilities under applicable law are obtained by the party or parties entitled thereto.

Section 16.02 Contested Tax Payments. The Board shall not be required to pay, discharge or remove any such taxes or assessments so long as the Board is contesting the amount or validity thereof by appropriate proceeding which shall operate to prevent or stay the collection of the amount so contested. The Corporation shall cooperate with the Board in completing such contest and the Corporation shall have no right to pay the amount contested during the contest. The Corporation, at the Board's expense, shall join in any such proceeding if any law shall so require.

## **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 Corporation, the Corporation 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 Board shall not be obligated to recognize any delay caused by Force Majeure unless the Corporation shall within thirty (30) days after the Corporation is aware of the existence of an event of Force Majeure, notify the Board thereof.

## **ARTICLE EIGHTEEN MISCELLANEOUS**

Section 18.01 Nondiscrimination, Employment and Wages. Any discrimination by the Corporation or its agents or employees on account of race, color, sex, age, religion, national origin, sexual orientation, 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 Corporation 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  
1201 North Third Street, Suite 7-300  
Baton Rouge, Louisiana 70802  
Attention: Vice President for Business and Finance

with copies to:

University of Louisiana at Monroe  
Library 6<sup>th</sup> Floor, Suite 623  
700 University Avenue



Monroe, Louisiana 71209-2000  
Attention: Vice President for Business Affairs

If to the Corporation:

University of Louisiana Monroe Facilities, Inc.  
700 University Avenue  
Monroe, Louisiana 71209  
Attention: Executive Director

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 Lessee and the Lessor hereunder.

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

Section 18.07 Warranty of Peaceful Possession. The Board covenants that the Corporation, on paying the Rent and performing and observing all of the covenants and agreements herein contained and provided to be performed by the Corporation, shall and may peaceably and quietly have, hold, occupy, use, and enjoy the Land and Facilities during the Term, subject to the Ground Lease, and may exercise all of its rights hereunder; and the Board agrees to warrant and forever defend the Corporation'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 Corporation's purpose shall be undertaken, in the Corporation's sole discretion, at no expense to the Board. The Corporation shall notify the Board in writing of all additional matters (not contemplated by the Plans and Specifications) undertaken by the Corporation to make the Land usable for the Corporation's purpose.

Section 18.09 Nonwaiver. No waiver by the Board or the Corporation 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 Board or the Corporation to insist in any one or more cases upon the strict performance of any of the covenants of the 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 Board or acceptance of payment by the Board 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 Board or the Corporation 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 Ground Lease and the Table of Contents to this Ground Lease are for reference purposes and shall not control or affect the construction 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 Monroe, 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 Corporation and the Board 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 Board to approve in writing any ancillary agreements or documents concerning the Land or concerning the construction, operation or maintenance of the Facilities or to alter or amend any such ancillary agreements between the Board and the Corporation or to give any approval or consent of the Board 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. No such amendment to this Ground Lease shall alter the obligations of the parties hereto in any manner inconsistent with the scope of their obligations as contemplated by the RFP.

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.

[Remainder of page intentionally left blank. Signatures appear on following page.]

[Signature Page to the Ground Lease Agreement]

IN WITNESS WHEREOF, the undersigned representative has signed this Ground Lease on behalf of the Board of Supervisors for the University of Louisiana System on the \_\_ day of December, 2019.

WITNESSES:

BOARD OF  
SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM

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

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

By: \_\_\_\_\_  
**Nick J. Bruno**, President of the  
University of Louisiana at Monroe  
and Authorized officer of the Board

IN WITNESS WHEREOF, the undersigned representative has signed this Ground Lease on behalf of University of Louisiana Monroe Facilities, Inc. on the \_\_ day of December, 2019.

WITNESSES:

UNIVERSITY OF LOUISIANA MONROE  
FACILITIES, INC.

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

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

By: \_\_\_\_\_  
**Dan W. Robertson**, Chairperson

[Signature page to the Ground Lease Agreement]

STATE OF LOUISIANA

PARISH OF OUACHITA

BE IT KNOWN, that on this \_\_\_ day of December, 2019, before me, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared:

***Nick J. Bruno***

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 President of the University of Louisiana at Monroe, and the 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.

---

***Nick J. Bruno***, President of the  
University of Louisiana at Monroe and  
Authorized officer of the Board

WITNESSES:

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

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

---

**NOTARY PUBLIC**  
Charles W. Herold, III  
Notary No. 16329 - Expires at Death

[Signature Page to Ground Lease Agreement]

STATE OF LOUISIANA

PARISH OF OUACHITA

BE IT KNOWN, that on this \_\_\_ day of December, 2019, before me, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared:

***Dan W. Robertson***

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 Chairperson of University of Louisiana Monroe Facilities, Inc. (the “**Corporation**”), and that the aforesaid instrument was signed by him, on this date, on behalf of the Corporation and that the above named person acknowledges the approval of said instrument to be the free act and deed of the Corporation.

\_\_\_\_\_  
***Dan W. Robertson***, Chairperson

WITNESSES:

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

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

\_\_\_\_\_  
**NOTARY PUBLIC**  
Charles W. Herold, III  
Notary No. 16329 - Expires at Death

## **EXHIBIT B**

### **PERMITTED ENCUMBRANCES**

- 1. Any matters that would be disclosed upon receipt of an ALTA survey of the Land.**
- 2. All easements, servitudes and rights of way of record.**
3. General and special taxes or assessments for 2018 and subsequent years not yet due and payable.
4. Terms and conditions of that Ground Lease Agreement dated as of December 3, 2019, evidenced by a Memorandum of Ground Lease between the Board of Supervisors for the University of Louisiana System and University of Louisiana Monroe Facilities, Inc., recorded December \_\_, 2019, in Conveyance Book \_\_\_\_, Page \_\_\_\_, File Number \_\_\_\_, official records of Ouachita Parish, Louisiana.

**EXHIBIT C**

**NOTICE OF GROUND LEASE**

STATE OF LOUISIANA	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
PARISH OF OUACHITA	§	

**NOTICE OF LEASE**

This Notice of Lease (this “Notice”) is entered into by and between the Board of Supervisors for the University of Louisiana System (“Lessor”) and University of Louisiana Monroe Facilities, Inc. (“Lessee”).

**RECITALS**

A. Lessor and Lessee have entered into a Ground Lease Agreement dated as of December 3, 2019 and executed December 3, 2019 (the “Lease”), whereby Lessor did lease to Lessee, and Lessee did lease from Lessor, the immovable 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 Lease.

**LEASE TERMS**

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

1. The term of the Lease commenced on December 3, 2019 and shall continue until midnight on December 2, 2021, unless sooner terminated or extended as provided in the Lease.
2. Any third party entering into a contract with the Corporation for improvements to be located on the Land, or any other party claiming under said third party, shall be on notice that neither the Board nor the Board’s property shall have any liability for satisfaction of any claims of any nature in any way arising out of a contract with the Corporation
3. Additional information concerning the provisions of the Lease can be obtained from the parties at the following addresses:



Lessor: Board of Supervisors for the University of Louisiana System  
1201 North 3rd Street, Suite 7300  
Baton Rouge, La 70802  
Attention: Assistant Vice President for Facilities Planning

Lessee: University of Louisiana Monroe Facilities, Inc.  
700 University Avenue  
Monroe, Louisiana 71209-2000  
Attention: Chairperson

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

THUS DONE AND PASSED on the 3rd day of December, 2019, in Monroe, Louisiana, in the presence of the undersigned, both competent witnesses, who herewith sign their names with **Dan W. Robertson**, Chairperson of University of Louisiana Monroe Facilities, Inc, and me, Notary.

WITNESSES:

UNIVERSITY OF LOUISIANA MONROE  
FACILITIES, INC.

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

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

By: \_\_\_\_\_  
**Dan W. Robertson**, Chairperson

\_\_\_\_\_  
**NOTARY PUBLIC**  
Charles W. Herold, III  
Notary No. 16329 - Expires at Death

[Signature Page to Memorandum of Lease]

THUS DONE AND PASSED on the 3rd day of December, 2019, in Monroe, Louisiana, in the presence of the undersigned, both competent witnesses, who herewith signs his name as President of the University of Louisiana at Monroe and the Authorized Representative of the Board of Supervisors for the University of Louisiana System, and me, Notary.

WITNESSES:

BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM

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

By: \_\_\_\_\_  
*Nick J. Bruno*, President of the  
University of Louisiana at Monroe  
and Authorized Officer of the Board

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

\_\_\_\_\_  
**NOTARY PUBLIC**  
Charles W. Herold, III  
Notary No. 16329 - Expires at Death