

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

FACILITIES PLANNING COMMITTEE

August 22, 2024

- Item I.4.** **University of Louisiana at Lafayette's** request for approval to increase the budget for the previously approved self-managed Act 959 Project Facility Planning and Control delegated authority the NIH C06 Grant Construction Project of Non-Human Primate (NHP = Rhesus Macaque) Housing at the New Iberia Research Center Campus of the University of Louisiana at Lafayette.

EXECUTIVE SUMMARY

University of Louisiana at Lafayette requested and obtained approval from the UL System Board on February 17, 2022, and subsequently obtained approval by the Louisiana Board of Regents, and the Louisiana Joint Legislative Committee on the Budget to use an Act 959 Project to self-manage a project with a total budget of \$3.5M following the standard design, bid, build construction process. Updated and current Federal National Institute of Health (NIH) design requirements for completing this project and inflation have increased the construction cost up to approximately \$5,000,000. This is a request to allow UL Lafayette - New Iberia Research Center to contribute its own self-generated funds to complete the project up to but not exceeding the \$10,000,000 threshold allowed by Act 959. The additional funds to complete the project will be from New Iberia Research Center self-generated sources.

The federal funding requires that the project be completed, and all federal funds expended and fully paid by May 31, 2026. There will be a 20-year time period (through 2046), after the Federal funds have been expended, by the Federal government for oversight of these buildings to confirm their continued use for approved biomedical research use.

Facility Planning and Control supports this request for increasing the budget for the project and has advised the University to obtain approvals from the Board of Supervisors for the University of Louisiana System, the Louisiana Board of Regents, Facility Planning and Control on its own behalf, and the Louisiana Joint Legislative Committee on the Budget to complete the approval process. The University will separately seek approval from these entities and provide copies to the UL System staff when approvals have been granted.

Timing of this approval is critical due to the limited availability of funding under the NIH C06 grant.

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 Lafayette's request for approval to increase the budget for the previously approved self-managed Act 959 Project Facility Planning and Control delegated authority the NIH C06 Grant Construction Project of Non-Human Primate (NHP = Rhesus Macaque) Housing at the New Iberia Research Center Campus of the University of Louisiana at Lafayette.

BE IT FURTHER RESOLVED, that prior to execution of final documents the University of Louisiana at Lafayette shall: (a) Provide evidence to UL System staff and legal counsel from agencies/parties with transaction process oversight that all transactional and administrative requirements have been satisfied; (b) Obtain final review and approval from UL System staff; and, (c) Obtain approval from legal counsel that all necessary actions and approvals have been obtained and that documents are in appropriate order for execution.

BE IT FURTHER RESOLVED, that the President of the University of Louisiana at Lafayette and his or her designee are hereby designated and authorized to execute any and all documents necessary to manage the project.

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



August 1, 2024

Mr. Richard J. "Rick" Gallot, Jr., J.D.
President and CEO
University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, LA 70802

Dear President Gallot:

The University received approval from the UL System Board on February 17, 2022, followed by approvals from the Louisiana Board of Regents and the Louisiana Joint Legislative Committee on the Budget to self-manage a project under Act 959 with a total budget of \$3.5 million, using the standard design, bid, build construction process. Due to updated Federal National Institute of Health (NIH) design requirements and inflation, the construction cost has increased to approximately \$5 million. This is to request permission for the New Iberia Research Center at the University to use its own self-generated funds to complete the project, not exceeding the \$10 million threshold allowed by Act 959. The additional funds will come from the New Iberia Research Center's self-generated sources.

The federal funding mandates that the project be completed, with all federal funds expended and fully paid, by May 31, 2026. There will be a 20-year oversight period (through 2046) by the federal government to ensure these buildings continue to be used for approved biomedical research purposes.

Facility Planning and Control supports this request to increase the project's budget. They have advised the University to obtain approvals from the UL System Board of Supervisors, the Louisiana Board of Regents, Facility Planning and Control, and the Louisiana Joint Legislative Committee on the Budget. The University will separately seek these approvals and provide copies to the UL System Board Staff once granted. Timely approval is critical due to the limited availability of funding under the NIH C06 grant.

Please place this item on the agenda for the August 2024 meeting of the Board of Supervisors.

Sincerely,

E. Joseph Savoie
President

SVC

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

FACILITIES PLANNING COMMITTEE

August 22, 2024

- Item I.5.** **University of Louisiana at Lafayette's** request to place an item on the Interim Emergency Board agenda for approval of a scope change and revision of the project description for the University of Louisiana at Lafayette Learning Laboratory School Capital Outlay Project.

EXECUTIVE SUMMARY

University of Louisiana at Lafayette has obtained State Capital Outlay funding in the amount of \$44,000,000, and approval for the design and construction of a Learning Laboratory School to be located at the former Federal Estuarine Habitats Coastal Fisheries Center at 646 Cajundome Boulevard. The initial project plan and description called to renovate the existing building to house a lower-level grade school and construct and expand new buildings for upper-level grades. Subsequent Program Development for the project identified that the existing buildings are much more well suited for upper-level grades by using existing laboratories, facilities, and room layout. Lower grades will much more cost effectively and practically fit into a new building than force them into the existing building. The current legislative approval does not allow Facility Planning and Control to move forward with the proposed revised plan of constructing new buildings and facilities for lower-level grades. ULL asks that the scope of the project be changed to allow the construction of a brand-new building along with all necessary ancillary and supporting structures, exterior education spaces, and playground equipment in the rear of the site in addition to allowing for the renovations of the existing building.

Updated wording to submit to IEB: ULL requests that the scope of the project be changed to allow the building of a brand-new lower-level grades school along with all necessary ancillary and supporting structures, exterior education spaces, and playground equipment in the rear of the site in addition to allowing for the renovations of the existing building for upper-level grades through 12th grade.

Facility Planning and Control supports this request for updating the project description and has advised the University to obtain approvals from the Board of Supervisors for the University of Louisiana System, the Louisiana Board of Regents, the Interim Emergency Board and/or the Louisiana Joint Legislative Committee on the Budget as required to complete the approval process.

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 Lafayette's request to request to place an item on the Interim Emergency Board agenda for approval of a scope change and revision of the project description for the University of Louisiana at Lafayette Learning Laboratory School Capital Outlay Project.

BE IT FURTHER RESOLVED, that prior to execution of final documents the University of Louisiana at Lafayette shall: (a) Provide evidence to UL System staff and legal counsel from agencies/parties with transaction process oversight that all transactional and administrative requirements have been satisfied; (b) Obtain final review and approval from UL System staff; and, (c) Obtain approval from legal counsel that all necessary actions and approvals have been obtained and that documents are in appropriate order for execution.

BE IT FURTHER RESOLVED, that the President of the University of Louisiana at Lafayette and his or her designee are hereby designated and authorized to execute any and all documents necessary to manage the project.

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



August 1, 2024

Mr. Richard J. "Rick" Gallot, Jr., J.D.
President and CEO
University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, LA 70802

Dear President Gallot:

The University has obtained State Capital Outlay funding and approval for the design and construction of a Learning Laboratory School at the former Federal Estuarine Habitats Coastal Fisheries Center, located at 646 Cajundome Blvd. The initial project plan and description called for the renovation of the existing building to house lower-level grade school students and the construction of new buildings for upper-level grades.

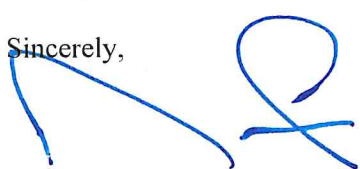
Subsequent program development revealed that the existing buildings are better suited for upper-level grades, utilizing existing laboratories, facilities, and room layouts. Lower grades would be more cost-effectively and practically accommodated in a new building rather than being forced into the existing structure. However, the current legislative approval does not permit FP&C to proceed with this revised plan.

The University requests that the scope of the project be changed to allow for the construction of a new building for lower-level grades, along with all necessary ancillary and supporting structures, exterior educational spaces, and playground equipment at the rear of the site. Additionally, the existing building would be renovated to accommodate upper-level grades.

Facility Planning and Control supports this request for updating the project description and has advised the University to obtain approvals from the UL System Board of Supervisors, the Louisiana Board of Regents, the Interim Emergency Board, and/or the Louisiana Joint Legislative Committee on the Budget, as required to complete the approval process.

Please place this item on the agenda for the August 2024 meeting of the Board of Supervisors.

Sincerely,


E. Joseph Savoie
President

SVC

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

FACILITIES PLANNING COMMITTEE

August 22, 2024

Item I.6. **University of Louisiana at Lafayette's** request for authorization to enter into a Commercial Agreement to Buy and Sell for the acquisition of certain property located in Lafayette from "We Are Groot Lafayette, LLC."

EXECUTIVE SUMMARY

Pursuant to La. R.S. 17:3351(A)(6), the Board is authorized to "Purchase land and purchase or construct buildings necessary for the use of the university system, subject to the approval of the Board of Regents and in accordance with applicable laws." The University of Louisiana at Lafayette has negotiated the acquisition of 206 E. St. Mary Blvd. located in Lafayette, ("Groot Property") from "We Are Groot Lafayette, LLC," to benefit the University. The Groot Property is adjacent to property acquired and owned by the Board of Supervisors for the University of Louisiana System.

The University of Louisiana at Lafayette has requested and been appropriated \$2 million through the Board of Regents in Capital Outlay Savings Funds for Land Acquisition, as authorized by Act 465 of the 2023 Regular Louisiana Legislative Session. This acquisition is part of the appropriated total \$2 million in Capital Outlay Funds.

The University is obtaining an appraisal from a certified appraiser to determine the fair market value of the Groot Property.

Upon approval by the Board, the University of Louisiana at Lafayette will proceed with the assistance of System staff, legal counsel, and any other appropriate State agencies to move forward with the execution of a Commercial Agreement to Buy and Sell for the purchase of the Groot Property in the amount of \$500,000, subject to appraisal, and in conformity with Louisiana laws and regulations.

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 Lafayette's request for authorization to enter into a Commercial Agreement to Buy and Sell for the acquisition of certain property located in Lafayette from "We Are Groot Lafayette, LLC."

BE IT FURTHER RESOLVED, that the University of Louisiana at Lafayette has obtained 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 the University of Louisiana at Lafayette and/or his designee are hereby designated and authorized to execute any and all documents necessary to execute the purchase of the Groot Property at such times as deemed appropriate to facilitate the purchase transaction.

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



August 1, 2024

Mr. Richard J. "Rick" Gallot, Jr., J.D.
President and CEO
University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, LA 70802

Dear President Gallot:

This is a request for authorization to enter into a Commercial Agreement to Buy and Sell for the acquisition of certain property located in Lafayette from We Are Groot Lafayette, LLC.

Pursuant to La. R.S. 17:3351(A)(6), the Board is authorized to "Purchase land and purchase or construct buildings necessary for the use of the university system, subject to the approval of the Board of Regents and in accordance with applicable laws." The University has negotiated the acquisition of 206 E. St. Mary Blvd. located in Lafayette, ("Groot Property") from We Are Groot Lafayette, LLC, to benefit the University. The Groot Property is adjacent to property acquired and owned by the Board of Supervisors for the University of Louisiana System.

The University has requested and been appropriated \$2 million through the Board of Regents in Capital Outlay Savings Funds for Land Acquisition, as authorized by Act 465 of the 2023 Regular Louisiana Legislative Session. This acquisition is part of the appropriated total \$2 million in Capital Outlay Funds. The University is obtaining an appraisal from a certified appraiser to determine the fair market value of the Groot Property.

Upon approval by the Board, the University of Louisiana at Lafayette will proceed with the assistance of System staff, legal counsel, and any other appropriate State agencies to move forward with the execution of a Commercial Agreement to Buy and Sell for the purchase of the Groot Property in the amount of \$500,000, subject to appraisal, and in conformity with Louisiana laws and regulations.

Please place this item on the agenda for the August 2024 meeting of the Board of Supervisors.

Sincerely,

E. Joseph Savoie
President

SVC
Attachment

COMMERCIAL AGREEMENT TO BUY AND SELL

The undersigned agree to buy and sell the Subject Property upon the terms and conditions stated below.

SUBJECT PROPERTY: Commonly known as 206 East St. Mary Boulevard, Lafayette, LA. The sale shall include all improvements, component parts and fixtures attached to the Subject Property.

LEGAL DESCRIPTION: That certain parcel of ground with all improvements, situated in the City and Parish of Lafayette, Louisiana and having a frontage of 45 feet along East St. Mary Boulevard by a depth between parallel lines of 100 feet. Being the same property acquired by the Seller by Cash Sale recorded June 28, 2023 under Act# 2023-20248.

APPROXIMATE LOT SIZE: 45' on E. St. Mary Blvd. x 100'

SALE PRICE: Five Hundred Thousand and no/100 Dollars (\$500,000.00)

TERMS OF SALE: All cash at closing.

DEPOSIT. Not applicable. Buyer shall provide no Deposit.

APPRAISAL: This sale is conditioned on appraisal. Buyer shall have thirty (30) calendar days commencing on the day after the Effective Date of the Agreement (the "Appraisal Period") to have the subject property appraised by a Louisiana certified real estate appraiser. In the event the appraised price is less than the Sale Price, the Buyer, prior to expiration of the Appraisal Period, may furnish the Seller with a copy of said appraisal and Buyer's written request to adjust the Sale Price. Failure of the Buyer to properly notify Seller prior to the expiration of the Appraisal Period shall constitute a waiver of this appraisal contingency and Buyer's acceptance of the Sale Price stated herein. In the event the Buyer and Seller cannot agree upon an adjusted Sale Price within five (5) calendar days after Seller's receipt of a copy of the appraisal and Buyer's request to adjust the Sale Price, Buyer may, prior to the end of the five (5) calendar day period, declare this Agreement null and void and Buyer's Deposit shall be immediately refunded. Failure of Buyer to timely declare this Agreement null and void shall constitute Buyer's acceptance of the Sale Price stated herein.

LEASES. Within ten (10) calendar days after the Effective Date, the Seller will deliver to the Buyer a copy of any existing lease on the Subject Property. If applicable, at Closing, Buyer and Seller shall execute an assignment and assumption agreement assigning and conveying to Buyer, all leases then in effect (including all paid rents and deposits). Seller shall provide Buyer with a detailed accounting of said rents and deposits. Although all rent shall be prorated as of the date of Closing (the date of Closing shall be attributed to Buyer), Seller shall only receive credit on the settlement statement for rents actually collected.

DUE DILIGENCE. Buyer shall have until 5:00 p.m., Monday, August 26, 2024 (the "Due Diligence Period") to conduct all necessary due diligence which may include, but not limited to, a feasibility study, property inspection (including all mechanical equipment, plumbing, and electrical systems), determine availability of utilities, zoning conditions, subdivision and deed restrictions, structural integrity, environmental studies, flood zone classification, soil conditions, possibility of presence of wood-destroying insects, existence of hazardous or toxic materials, site plans, permit requirements, conformance of Subject Property to local building and fire codes, any replatting requirement and any other factors or conditions which might affect the Subject Property. Seller hereby authorizes Buyer or its representatives to enter upon the Subject Property for the purpose of making said inspections. Buyer agrees to release, indemnify and defend Seller from and against all liability, costs and expenses (including attorneys' fees) for loss or damage to the property and for injuries to or death of any person or persons arising out of said entry and inspections. In the event the Buyer does not notify the Seller, in writing, prior to 5:00 p.m. on the day of expiration of the Due Diligence Period of Buyer's intention to purchase the Subject Property, this Agreement shall become null and void and Buyer shall have no obligation to purchase the property and Buyer's Deposit shall be immediately refunded.

SURVEY. Buyer shall be responsible for any costs required for a survey or replatting of the Subject Property.

RECORDS AND CONTRACTS. If applicable, Seller agrees to make immediately available to Buyer, or Buyer's Agent, copies of all leases, service contracts, tax bills, deposit receipts, rent rolls, insurance policies, maintenance records, and all other records relating to the Subject Property within ten (10) calendar days after the Effective Date. Seller shall indemnify and defend Buyer against any claims or liabilities arising out of service contracts that Buyer is not responsible to assume.

CONDITION OF PROPERTY. The Subject Property will be conveyed "AS-IS, Where Is", with all faults, and without any warranties, express or implied, including but not limited to warranties of condition, fitness for a particular purpose or habitability and subject to all rights-of-way, easements and servitudes, visible or apparent or of record. Buyer hereby expressly waives and renounces, any and all rights in redhibition including a return of all or part of the purchase price pursuant to Louisiana Civil Code Article 2520, et seq. All implied warranties with respect to the Subject Property, including those related to fitness for a particular purpose, will be, and are hereby disclaimed by Seller. This waiver applies with respect to all defects, whether apparent or latent, visible or not and regardless of whether Buyer is presently aware of such defects. Buyer acknowledges Seller and its representatives have made no warranties as to any matter, including quantity or quality of the Subject Property, or fitness for intended or ordinary use. Buyer hereby waives any and all rights Buyer may have in connection therewith. Buyer understands the meaning and significance of this provision. The Seller is responsible for maintaining the Subject Property in substantially the same or better condition as it was when this Agreement was fully executed.

FINAL INSPECTION: The Buyer shall have the right to re-inspect the Subject Property within five (5) calendar days prior to the Act of Sale to determine if the Subject Property is in the same or better condition as it was at the initial inspection(s) and to insure all agreed upon repairs have been completed.

PRORATION. All property taxes and, if applicable, taxes on movables included in sale, utilities, operating costs, rents and other revenues shall be prorated as of the date of closing. Although all rent shall be prorated as of the date of Closing (the date of Closing shall be attributed to Buyer), Seller shall only receive credit on the settlement statement for rent actually collected.

CHANGES DURING TRANSACTION. Between the Effective Date and Closing, Seller agrees that no amendments or changes to any existing leases will be made, no new leases will be entered into, and no substantial alterations or repairs will be made or undertaken without written consent of the Buyer.

MINERAL RIGHTS. 0% of the mineral rights owned by Seller are to be reserved by Seller. If Seller transfers any mineral rights, they are to be transferred without warranty. Should Seller reserve all or any portion of the mineral rights, Seller shall have no right to the use of the surface of the Subject Property for any purpose whatsoever and any and all activities relative to the exploration for, discovery of and production of any and all minerals shall be conducted strictly by offsite operations such as directional drilling and/or unitization.

TITLE. Seller agrees to deliver a merchantable title free and clear of any and all liens and encumbrances to Buyer at Closing. In the event Buyer's title examination shall disclose defects in the title, Seller shall have thirty (30) calendar days from the date of Buyer's receipt of notice of said title defects (the "Curative Period") to make a good faith effort to cure such defects. All costs and fees required to make the title merchantable shall be at Seller's sole cost. If said time period will expire after the Closing Date outlined herein, said Closing Date shall be automatically extended to fifteen (15) calendar days after Seller delivers written notice to Buyer that said title defects have been cured. If such defects cannot be cured within the Curative Period, Buyer may, at its election, take the title as it then is or terminate this Agreement.

CLOSING DATE AND COSTS. The sale shall take place before Buyer's closing agent within thirty (30) calendar days after expiration of the Due Diligence Period and all costs necessary to close said sale, including, but not limited to, title examination and/or title insurance, and appraisal, shall be at the expense of the Buyer except Seller shall be responsible for all costs incurred for curative title work, mortgage cancellation and other seller related costs. Buyer shall be given occupancy, and risk of loss shall transfer, upon execution of the Act of Sale unless otherwise agreed to in writing between the parties.

COMMISSION. Buyer and Seller hereby represent to one another that no real estate agent or broker is entitled to any fees or commissions in connection with the transaction contemplated hereunder, except Dewitt David with NAI Latter & Blum. There shall be no commission paid at closing by either party.

NOTICES. Subject to the Louisiana Uniform Electronic Transactions Act which shall apply to this Agreement, notices which may be required herein shall be in writing and delivered by (1) personal delivery with receipt acknowledged (2) United States Certified Mail, return receipt requested, postage prepaid (3) national overnight delivery service, with return receipt, delivery charge prepaid (4) facsimile with delivery confirmation to fax numbers listed below, or (5) emailed with delivery confirmation to the email addresses listed below:

Seller: WE ARE GROOT LAFAYETTE, LLC
c/o Denis Murrell, II
dmurrell@mmcre.com
918 Jefferson Hwy
Baton Rouge, LA 708909

Buyer: University of Louisiana at Lafayette
P. O. Drawer 41008
Lafayette, LA 70504-1008
Attention: E. Joseph Savoie, President
president@louisiana.edu

Copy to: Oats & Marino, APPC
100 E. Vermilion Street, Ste. 400
Lafayette, LA 70501
Attention: Cearley Fontenot
cfontenot@oatsmarino.com

Copy to: Dewitt David, Buyer's agent
NAI Latter & Blum
DewittDavid@LatterBlum.com
2000 Kaliste Saloom Road #100
Lafayette, LA 70508

ELECTRONIC TRANSACTIONS. Buyer and Seller hereby agree this Agreement may be signed electronically and that the Louisiana Uniform Electronic Transactions Act shall apply to this Agreement, notices, and transmissions provided by Buyer and Seller in connection with this Agreement.

BREACH OF AGREEMENT BY SELLER. In the event of any default of this Agreement by Seller, Buyer shall at Buyer's option, have the right to declare this Agreement null and void and demand and/or sue for any of the following: (1) Termination of this Agreement (2) Specific performance (3) Termination of this Agreement and an amount equal to ten percent (10%) of the Purchase Price as stipulated damages.

BREACH OF AGREEMENT BY BUYER. In the event of any default of this Agreement by Buyer, Seller shall have, at Seller's option, the right to declare this Agreement null and void and demand and/or sue for any of the following: (1) Termination of this Agreement (2) Specific performance or (3) Termination of this Agreement and an amount equal to ten percent (10%) of the Sale Price as stipulated damages.

ATTORNEY'S FEES. In addition to the remedies of breach described above, should either party institute legal proceedings to enforce the terms or conditions of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of the prevailing party's reasonable attorney's fees, costs and other expenses reasonably and necessarily incurred.

CONFIDENTIALITY. The State is subject to the Louisiana Public Records Act, LSA R.S. 44:1, et. seq. (the "LPRA"). Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this Agreement shall be open to public inspection. However, subject to the State's duties under the LPRA, (i) the State agrees that the terms and conditions of this Agreement, and all information and documents provided under or pursuant to this Agreement, and the information and documents associated with the Audits conducted pursuant to this Agreement are for the exclusive knowledge of the parties hereto and are to be held in strict confidence and not revealed to anyone else until after the Closing; and (ii) in the event a Closing fails to take place, the State is not to reveal the terms and conditions of this Agreement, or the information or documents provided by Seller under or pursuant to this Agreement, to anyone without express written permission from Seller. Prior to the State disclosing or producing the terms and conditions of this Agreement or any information or documents provided under or pursuant to this Agreement pursuant to its duties under the LPRA, the State

shall provide reasonable advance written notice to Seller. The parties further agree not to issue or comment on any press releases or news reports of this transaction without the other party's prior approval (which approval will not be unreasonably withheld, delayed, or denied). This provision shall survive Closing or any termination of this Agreement.

1031 EXCHANGE. In the event the Buyer notifies Seller that Buyer intends to perform a 1031 tax-deferred exchange, Seller, at no cost to Seller, agrees to cooperate with Buyer in connection therewith. Buyer agrees to hold Seller harmless from any such claims, costs, liabilities, or delays in time resulting from such exchange. Seller agrees to an assignment of this Agreement to a qualified intermediary by the Buyer.

MULTIPLE COUNTERPARTS. This Agreement may be executed in any number of counterparts by one or more parties hereto. Electronic signature including, but not limited to, email, scan, facsimile of this Agreement shall have the same binding legal effect as an original of this Agreement or original counterparts, with original signatures would have.

EFFECTIVE DATE. The Effective Date of this Agreement shall be the date of the Buyer's signature to this Agreement. Time is of the essence of this Agreement. Whenever the time for performance under this Agreement falls on a Saturday, Sunday or legal holiday, such time shall be deemed to be extended to the next business day.

LEGAL CAPACITY. The undersigned Seller is the legal owner of record of the Subject Property and has the legal capacity and authority to convey and transfer the Subject Property. The undersigned Buyer has the legal capacity and authority to purchase the Subject Property.

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and any other agreements not incorporated herein in writing are void and of no force and effect.

ASSIGNABILITY. Buyer shall have the right to assign this entire Agreement and all of Buyer's rights and remedies hereunder. But in such case, Buyer shall not be relieved of any of its obligations hereunder.

DISCLAIMER. Neither the Seller, Seller's Agent nor any other agent or representative of Seller, makes any representations or warranties regarding the condition of the Subject Property except to the extent expressly and specifically set forth herein. Buyer has the obligation to determine any and all conditions of the Subject Property material to the Buyer's decision to buy the Subject Property. Seller's Agent and Buyer's Agent have acted only as real estate brokers to bring the parties together and will in no case be liable for performance or non-performance of any part of this Agreement or for any warranty of any nature. Additionally, Seller's Agent and Buyer's Agent are not responsible for any representations made by Seller's Agent and/or Buyer's Agent to Buyer or Seller and Buyer and Seller acknowledge that they either had or will have an opportunity to investigate all pertinent facts and to seek advice from any other professionals. Seller's Agent and Buyer's Agent shall not be responsible for any incorrect or inaccurate information furnished to Buyer and Buyer acknowledges that Buyer is responsible to perform Buyer's own due diligence.

SEVERABILITY. The terms and provisions of this Agreement are severable. If any term or provision of this agreement, or the application thereof, is held or deemed invalid or unenforceable by an arbiter or court of competent jurisdiction, the remainder of this agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term or provision shall be valid and enforceable to the fullest extent permitted by law.

EXPIRATION OF OFFER. This offer shall expire at **5:00 pm on Wednesday, July 31, 2024** unless the Seller's written acceptance is delivered to Buyer or Buyer's Agent prior to said time and date.

OTHER TERMS AND CONDITIONS: Seller's acceptance of this Agreement shall become null and void if Seller has not received an executed version of this Agreement from the Buyer on or before 5:00 p.m., Monday, August 26, 2024. This Agreement is also subject to the Buyer obtaining any and all necessary approvals from applicable divisions of the State of Louisiana, including but not limited to the Board of Supervisors of the University of Louisiana System, the Louisiana Board of Regent, and the Louisiana Department of Administration Office of Facility Planning and Control.

BUYER: BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

By: E. Joseph Savoie, President of the University of
Louisiana at Lafayette

Date

Time

ACCEPTANCE. The undersigned Seller hereby accepts the above offer subject to the conditions therein.

SELLER: WE ARE GROOT LAFAYETTE, LLC

By: George A. Murrell, Manager

Date

Time

By: D. Denis Murrell, II, Manager

Date

Time

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

FACILITIES PLANNING COMMITTEE

August 22, 2024

- Item I.7.** **University of Louisiana at Lafayette’s** request for authorization to enter into a Commercial Agreement to Buy and Sell for the acquisition of certain property located in Lafayette from MG Property Holdings, LLC.

EXECUTIVE SUMMARY

Pursuant to La. R.S. 17:3351(A)(6), the Board is authorized to “Purchase land and purchase or construct buildings necessary for the use of the university system, subject to the approval of the Board of Regents and in accordance with applicable laws.” The University of Louisiana at Lafayette has negotiated the acquisition Lots 24 and 25, Joe Doucet Subdivision, known as 900 Blk. St. Landry Street, located in Lafayette (“MG Property”), from MG Property Holdings, LLC, to benefit the University. The MG Property is adjacent to property acquired and owned by the Board of Supervisors for the University of Louisiana System.

The funds required for this acquisition will be obtained from the University of Louisiana at Lafayette Operating Account.

The University is obtaining an appraisal from a certified appraiser to determine the fair market value of the MG Property.

Upon approval by the Board, the University of Louisiana at Lafayette will proceed with the assistance of System staff, legal counsel, and any other appropriate State agencies to move forward with the execution of a Commercial Agreement to Buy and Sell for the purchase of the MG Property in the amount of \$60,000, subject to appraisal, and in conformity with Louisiana laws and regulations.

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 Lafayette’s request for authorization to enter into a Commercial Agreement to Buy and Sell for the acquisition of certain property located in Lafayette from MG Property Holdings, LLC.*

BE IT FURTHER RESOLVED, that the University of Louisiana at Lafayette has obtained 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 the University of Louisiana at Lafayette and/or his designee are hereby designated and authorized to execute any and all documents necessary to execute the purchase of the MG Property at such times as deemed appropriate to facilitate the purchase transaction.

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



August 1, 2024

Mr. Richard J. "Rick" Gallot, Jr., J.D.
President and CEO
University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, LA 70802

Dear President Gallot:

This is a request for authorization to enter into a Commercial Agreement to Buy and Sell for the acquisition of certain property located in Lafayette from MG Property Holdings, LLC.

Pursuant to La. R.S. 17:3351(A)(6), the Board is authorized to "Purchase land and purchase or construct buildings necessary for the use of the university system, subject to the approval of the Board of Regents and in accordance with applicable laws." The University has negotiated the acquisition of Lots 24 and 25, Joe Doucet Subdivision, known as 900 Blk. St. Landry Street, located in Lafayette, ("MG Property") from MG Property Holdings, LLC, to benefit the University. The MG Property is adjacent to property acquired and owned by the Board of Supervisors for the University of Louisiana System.

The funds required for this acquisition will be obtained from the University of Louisiana at Lafayette Operating Account. The University is obtaining an appraisal from a certified appraiser to determine the fair market value of the MG Property.

Upon approval by the Board, the University of Louisiana at Lafayette will proceed with the assistance of System staff, legal counsel, and any other appropriate State agencies to move forward with the execution of a Commercial Agreement to Buy and Sell for the purchase of the MG Property in the amount of \$60,000, subject to appraisal, and in conformity with Louisiana laws and regulations.

Please place this item on the agenda for the August 2024 meeting of the Board of Supervisors.

Sincerely,

E. Joseph Savoie
President

svc
Attachment

AGREEMENT TO BUY AND SELL

The undersigned agree to buy and sell the Subject Property upon the terms and conditions stated below.

SUBJECT PROPERTY: Commonly known as 900 Blk. St. Landry Street, Lafayette, LA. The sale shall include all improvements, component parts and fixtures attached to the Subject Property.

LEGAL DESCRIPTION: Those certain lots or parcels of ground, together with all buildings and improvements thereon and thereunto belonging, situated in the Joe Doucet Subdivision, City and Parish of Lafayette, Louisiana, and according to the official plat of survey prepared by A.R. Yandle, CE, dated January 22, 1947, on file in the office of the Clerk of Court for the Parish of Lafayette, and known and designated as Lots 24 and 25 thereof; said lots are contiguous and together having a frontage of fifty one and eight-tenths (51.8') feet on St. Landry Street (formerly South Jefferson Boulevard), by a depth as shown on said plat of subdivision. Being the same property acquired by MG Property Holdings, LLC by a Cash Sale dated June 5, 2024, recorded under Act No. 2024-17066 of the records of Lafayette Parish, Louisiana.

APPROXIMATE LOT SIZE: 51.8' on St. Landry Street x depths of approximately 99' & 85'

SALE PRICE: Sixty Thousand and no/100 Dollars (\$60,000.00)

TERMS OF SALE: All cash at closing.

DEPOSIT. Not applicable. Buyer shall provide no Deposit.

APPRAISAL: This sale is conditioned on appraisal. Buyer shall have thirty (30) calendar days commencing on the day after the Effective Date of the Agreement (the "Appraisal Period") to have the subject property appraised by a Louisiana certified real estate appraiser. In the event the appraised price is less than the Sale Price, the Buyer, prior to expiration of the Appraisal Period, may furnish the Seller with a copy of said appraisal and Buyer's written request to adjust the Sale Price. Failure of the Buyer to properly notify Seller prior to the expiration of the Appraisal Period shall constitute a waiver of this appraisal contingency and Buyer's acceptance of the Sale Price stated herein. In the event the Buyer and Seller cannot agree upon an adjusted Sale Price within five (5) calendar days after Seller's receipt of a copy of the appraisal and Buyer's request to adjust the Sale Price, Buyer may, prior to the end of the five (5) calendar day period, declare this Agreement null and void and Buyer's Deposit shall be immediately refunded. Failure of Buyer to timely declare this Agreement null and void shall constitute Buyer's acceptance of the Sale Price stated herein.

LEASES. Within ten (10) calendar days after the Effective Date, the Seller will deliver to the Buyer a copy of any existing lease on the Subject Property. If applicable, at Closing, Buyer and Seller shall execute an assignment and assumption agreement assigning and conveying to Buyer, all leases then in effect (including all paid rents and deposits). Seller shall provide Buyer with a detailed accounting of said rents and deposits. Although all rent shall be prorated as of the date of Closing (the date of Closing shall be attributed to Buyer), Seller shall only receive credit on the settlement statement for rents actually collected.

DUE DILIGENCE. Buyer shall have until 5:00 p.m., Monday, August 26, 2024 (the "Due Diligence Period") to conduct all necessary due diligence which may include, but not limited to, a feasibility study, property inspection (including all mechanical equipment, plumbing, and electrical systems), determine availability of utilities, zoning conditions, subdivision and deed restrictions, structural integrity, environmental studies, flood zone classification, soil conditions, possibility of presence of wood-destroying insects, existence of hazardous or toxic materials, site plans, permit requirements, conformance of Subject Property to local building and fire codes, any replatting requirement and any other factors or conditions which might affect the Subject Property. Seller hereby authorizes Buyer or its representatives to enter upon the Subject Property for the purpose of making said inspections. Buyer agrees to release, indemnify and defend Seller from and against all liability, costs and expenses (including attorneys' fees) for loss or damage to the property and for injuries to or death of any person or persons arising out of said entry and inspections. In the event the Buyer does not notify the Seller, in writing, prior to 5:00 p.m. on the day of expiration of the Due Diligence Period of Buyer's intention to purchase the Subject Property, this Agreement shall become null and void and Buyer shall have no obligation to purchase the property and Buyer's Deposit shall be immediately refunded.

SURVEY. Buyer shall be responsible for any costs required for a survey or replatting of the Subject Property.



RECORDS AND CONTRACTS. If applicable, Seller agrees to make immediately available to Buyer, or Buyer's Agent, copies of all leases, service contracts, tax bills, deposit receipts, rent rolls, insurance policies, maintenance records, and all other records relating to the Subject Property within ten (10) calendar days after the Effective Date. Seller shall indemnify and defend Buyer against any claims or liabilities arising out of service contracts that Buyer is not responsible to assume.

CONDITION OF PROPERTY. The Subject Property will be conveyed "AS-IS, Where Is", with all faults, and without any warranties, express or implied, including but not limited to warranties of condition, fitness for a particular purpose or habitability and subject to all rights-of-way, easements and servitudes, visible or apparent or of record. Buyer hereby expressly waives and renounces, any and all rights in redhibition including a return of all or part of the purchase price pursuant to Louisiana Civil Code Article 2520, et seq. All implied warranties with respect to the Subject Property, including those related to fitness for a particular purpose, will be, and are hereby disclaimed by Seller. This waiver applies with respect to all defects, whether apparent or latent, visible or not and regardless of whether Buyer is presently aware of such defects. Buyer acknowledges Seller and its representatives have made no warranties as to any matter, including quantity or quality of the Subject Property, or fitness for intended or ordinary use. Buyer hereby waives any and all rights Buyer may have in connection therewith. Buyer understands the meaning and significance of this provision. The Seller is responsible for maintaining the Subject Property in substantially the same or better condition as it was when this Agreement was fully executed.

FINAL INSPECTION: The Buyer shall have the right to re-inspect the Subject Property within five (5) calendar days prior to the Act of Sale to determine if the Subject Property is in the same or better condition as it was at the initial inspection(s) and to insure all agreed upon repairs have been completed.

PRORATION. All property taxes and, if applicable, taxes on movables included in sale, utilities, operating costs, rents and other revenues shall be prorated as of the date of closing. Although all rent shall be prorated as of the date of Closing (the date of Closing shall be attributed to Buyer), Seller shall only receive credit on the settlement statement for rent actually collected.

CHANGES DURING TRANSACTION. Between the Effective Date and Closing, Seller agrees that no amendments or changes to any existing leases will be made, no new leases will be entered into, and no substantial alterations or repairs will be made or undertaken without written consent of the Buyer.

MINERAL RIGHTS. 0% of the mineral rights owned by Seller are to be reserved by Seller. If Seller transfers any mineral rights, they are to be transferred without warranty. Should Seller reserve all or any portion of the mineral rights, Seller shall have no right to the use of the surface of the Subject Property for any purpose whatsoever and any and all activities relative to the exploration for, discovery of and production of any and all minerals shall be conducted strictly by offsite operations such as directional drilling and/or unitization.

TITLE. Seller agrees to deliver a merchantable title free and clear of any and all liens and encumbrances to Buyer at Closing. In the event Buyer's title examination shall disclose defects in the title, Seller shall have thirty (30) calendar days from the date of Buyer's receipt of notice of said title defects (the "Curative Period") to make a good faith effort to cure such defects. All costs and fees required to make the title merchantable shall be at Seller's sole cost. If said time period will expire after the Closing Date outlined herein, said Closing Date shall be automatically extended to fifteen (15) calendar days after Seller delivers written notice to Buyer that said title defects have been cured. If such defects cannot be cured within the Curative Period, Buyer may, at its election, take the title as it then is or terminate this Agreement.

CLOSING DATE AND COSTS. The sale shall take place before Buyer's closing agent within thirty (30) calendar days after expiration of the Due Diligence Period and all costs necessary to close said sale, including, but not limited to, title examination and/or title insurance, and appraisal, shall be at the expense of the Buyer except Seller shall be responsible for all costs incurred for curative title work, mortgage cancellation and other seller related costs. Buyer shall be given occupancy, and risk of loss shall transfer, upon execution of the Act of Sale unless otherwise agreed to in writing between the parties.

COMMISSION. Buyer and Seller hereby represent to one another that no real estate agent or broker is entitled to any fees or commissions in connection with the transaction contemplated hereunder, except Dewitt David with NAI Latter & Blum. There shall be no commission paid at closing by either party.

NOTICES. Subject to the Louisiana Uniform Electronic Transactions Act which shall apply to this Agreement, notices which may be required herein shall be in writing and delivered by (1) personal delivery with receipt acknowledged (2) United States Certified Mail, return receipt requested, postage prepaid (3) national overnight delivery service, with return receipt, delivery charge prepaid (4) facsimile with delivery confirmation to fax numbers listed below, or (5) emailed with delivery confirmation to the email addresses listed below:

Seller: MG Property Holdings, LLC
c/o George Bundrick
bundrickproperties1@yahoo.com
P.O. Box 4923
Lafayette, LA 70502

Buyer: University of Louisiana at Lafayette
P. O. Drawer 41008
Lafayette, LA 70504-1008
Attention: E. Joseph Savoie, President
president@louisiana.edu

Copy to: Oats & Marino, APPC
100 E. Vermilion Street, Ste. 400
Lafayette, LA 70501
Attention: Cearley Fontenot
cfontenot@oatsmarino.com

Copy to: Dewitt David, Buyer's agent
NAI Latter & Blum
DewittDavid@LatterBlum.com
2000 Kaliste Saloom Road #100
Lafayette, LA 70508

ELECTRONIC TRANSACTIONS. Buyer and Seller hereby agree this Agreement may be signed electronically and that the Louisiana Uniform Electronic Transactions Act shall apply to this Agreement, notices, and transmissions provided by Buyer and Seller in connection with this Agreement.

BREACH OF AGREEMENT BY SELLER. In the event of any default of this Agreement by Seller, Buyer shall at Buyer's option, have the right to declare this Agreement null and void and demand and/or sue for any of the following: (1) Termination of this Agreement (2) Specific performance (3) Termination of this Agreement and an amount equal to ten percent (10%) of the Purchase Price as stipulated damages.

BREACH OF AGREEMENT BY BUYER. In the event of any default of this Agreement by Buyer, Seller shall have, at Seller's option, the right to declare this Agreement null and void and demand and/or sue for any of the following: (1) Termination of this Agreement (2) Specific performance or (3) Termination of this Agreement and an amount equal to ten percent (10%) of the Sale Price as stipulated damages.

ATTORNEY'S FEES. In addition to the remedies of breach described above, should either party institute legal proceedings to enforce the terms or conditions of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of the prevailing party's reasonable attorney's fees, costs and other expenses reasonably and necessarily incurred.

CONFIDENTIALITY. The State is subject to the Louisiana Public Records Act, LSA R.S. 44:1, et. seq. (the "LPRA"). Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this Agreement shall be open to public inspection. However, subject to the State's duties under the LPRA, (i) the State agrees that the terms and conditions of this Agreement, and all information and documents provided under or pursuant to this Agreement, and the information and documents associated with the Audits conducted pursuant to this Agreement are for the exclusive knowledge of the parties hereto and are to be held in strict confidence and not revealed to anyone else until after the Closing; and (ii) in the event a Closing fails to take place, the State is not to reveal the terms and conditions of this Agreement, or the information or documents provided by Seller under or pursuant to this Agreement, to anyone without express written permission from Seller. Prior to the State disclosing or producing the terms and conditions of this Agreement or any

information or documents provided under or pursuant to this Agreement pursuant to its duties under the LPRA, the State shall provide reasonable advance written notice to Seller. The parties further agree not to issue or comment on any press releases or news reports of this transaction without the other party's prior approval (which approval will not be unreasonably withheld, delayed, or denied). This provision shall survive Closing or any termination of this Agreement.

1031 EXCHANGE. In the event the Buyer notifies Seller that Buyer intends to perform a 1031 tax-deferred exchange, Seller, at no cost to Seller, agrees to cooperate with Buyer in connection therewith. Buyer agrees to hold Seller harmless from any such claims, costs, liabilities, or delays in time resulting from such exchange. Seller agrees to an assignment of this Agreement to a qualified intermediary by the Buyer.

MULTIPLE COUNTERPARTS. This Agreement may be executed in any number of counterparts by one or more parties hereto. Electronic signature including, but not limited to, email, scan, facsimile of this Agreement shall have the same binding legal effect as an original of this Agreement or original counterparts, with original signatures would have.

EFFECTIVE DATE. The Effective Date of this Agreement shall be the date of the Buyer's signature to this Agreement. Time is of the essence of this Agreement. Whenever the time for performance under this Agreement falls on a Saturday, Sunday or legal holiday, such time shall be deemed to be extended to the next business day.

LEGAL CAPACITY. The undersigned Seller is the legal owner of record of the Subject Property and has the legal capacity and authority to convey and transfer the Subject Property. The undersigned Buyer has the legal capacity and authority to purchase the Subject Property.

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and any other agreements not incorporated herein in writing are void and of no force and effect.

ASSIGNABILITY. Buyer shall have the right to assign this entire Agreement and all of Buyer's rights and remedies hereunder. But in such case, Buyer shall not be relieved of any of its obligations hereunder.

DISCLAIMER. Neither the Seller, Seller's Agent nor any other agent or representative of Seller, makes any representations or warranties regarding the condition of the Subject Property except to the extent expressly and specifically set forth herein. Buyer has the obligation to determine any and all conditions of the Subject Property material to the Buyer's decision to buy the Subject Property. Seller's Agent and Buyer's Agent have acted only as real estate brokers to bring the parties together and will in no case be liable for performance or non-performance of any part of this Agreement or for any warranty of any nature. Additionally, Seller's Agent and Buyer's Agent are not responsible for any representations made by Seller's Agent and/or Buyer's Agent to Buyer or Seller and Buyer and Seller acknowledge that they either had or will have an opportunity to investigate all pertinent facts and to seek advice from any other professionals. Seller's Agent and Buyer's Agent shall not be responsible for any incorrect or inaccurate information furnished to Buyer and Buyer acknowledges that Buyer is responsible to perform Buyer's own due diligence.

SEVERABILITY. The terms and provisions of this Agreement are severable. If any term or provision of this agreement, or the application thereof, is held or deemed invalid or unenforceable by an arbiter or court of competent jurisdiction, the remainder of this agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term or provision shall be valid and enforceable to the fullest extent permitted by law.

EXPIRATION OF OFFER. This offer shall expire at 5:00 pm on Wednesday July 31, 2024 unless the Seller's written acceptance is delivered to Buyer or Buyer's Agent prior to said time and date.

OTHER TERMS AND CONDITIONS: Seller's acceptance of this Agreement shall become null and void if Seller has not received an executed version of this Agreement from the Buyer on or before 5:00 p.m., Monday, August 26, 2024. This Agreement is also subject to the Buyer obtaining any and all necessary approvals from applicable divisions of the State of Louisiana, including but not limited to the Board of Supervisors of the University of Louisiana System, the Louisiana Board of Regent, and the Louisiana Department of Administration Office of Facility Planning and Control.

BUYER: BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

By: E. Joseph Savoie, President of the University of
Louisiana at Lafayette

Date

Time

ACCEPTANCE. The undersigned Seller hereby accepts the above offer subject to the conditions therein.

SELLER: MG PROPERTY HOLDINGS, LLC

 *George Bundrick*

07/30/24

9:06 AM

By: George Bundrick

Date

Time

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

FACILITIES PLANNING COMMITTEE

August 22, 2024

- Item I.8.** **University of Louisiana at Monroe's** request for approval to enter into a Grounds and Facilities Lease Agreement with ULM Facilities, Inc., to construct a new golf short game practice area, at the Wally Jones Golf Complex, pursuant to La. R.S. 17:3361.

EXECUTIVE SUMMARY

The University is requesting approval to enter into a Grounds and Facilities Lease Agreement with ULM Facilities, Inc. (ULMFI), to construct a new golf short game practice area with seven target greens at the Wally Jones Golf Complex. The University will lease the land, as defined in the attached boundary survey, to ULMFI. The property is located at 400 Warhawk Way, Monroe, LA 71209. This land and facilities will be leased to ULMFI for \$1.00 per year.

This project is phase 2 of the short game practice area. This phase will consist of seven turf wedge control targets. This will include 1,300 square feet of artificial turf target greens that all vary in sizes. All new areas will be made of artificial turf and reduce mowing and maintenance in this area.

ULMFI anticipates total funding available for the project will be approximately \$83,000. This will include all construction, design, testing/surveying, and contingency funding. The University will not incur any debt as a result of this project. The University's land/property will not be used as security for this project. This project will be funded by private donations. At the completion of the project, the short game practice area and all improvements will be donated to the University from ULMFI.

The Grounds and Facilities Lease Agreements will expire when the substantial completion document is signed and all construction is completed, but no later than August 21, 2025.

RECOMMENDATION

It is requested 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., to construct a new golf short game practice area, at the Wally Jones Golf Complex, pursuant to 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 is 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 71209-3000

P 318.342.1010 | F 318.342.1019 | ulm.edu

August 22, 2024

President Rick Gallot
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 Short Game Practice Area
August 22, 2024 ULS Board Meeting

Dear President Gallot,

The University of Louisiana at Monroe is requesting approval to proceed with constructing Phase 2 of the short game putting and chipping practice area at the Wally Jones Golf Complex. The delivery method will be through the approved 3rd Party Process and will include a ground lease with the ULM Facilities Corporation. I have enclosed an executive summary providing information on this project. Please include ULM's request for approval on the August 22, 2024 Board meeting agenda.

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. Thank you for your consideration of this request.

Sincerely,

Ronald L. Berry, DBA
President

cc: Dr. William Graves, Vice President for Business Affairs
Mr. Michael Davis, ULM Director of Facilities & EHS
Mr. Bruce Janet, UL System - Executive Director for Risk Management and Compliance

#TAKEFLIGHT

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 August 22, 2024

in connection with:

Phase II of the Wally Jones Golf Complex Short Game Practice Facility on the campus of the
University of Louisiana at Monroe

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GROUND AND FACILITIES LEASE AGREEMENT

This GROUND AND FACILITIES LEASE AGREEMENT (together with any amendment hereto or supplement hereof, the “**Ground and Facilities Lease**”) dated as of August 22, 2024, 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 Dr. Ronald L. Berry, 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 Phase II of the Short Game Practice Facility at the Wally Jones Golf Complex on the ULM campus for the ULM Golf Team student athletes, to include seven target practice greens and bunkers.

WHEREAS, the Board and the Corporation have agreed to enter into this Ground and Facilities 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 Phase II of the Short Game Practice Facility at the Wally Jones Golf Complex on the ULM campus for the ULM golf team (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 and Facilities Lease. The total project cost is expected to be Eighty-two Thousand Two Hundred Seventy One and 32/100 (\$82,271.32) Dollars. The ULM Athletic Foundation will pay for the entire project. 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 AND FACILITIES 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 identified 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 and Facilities 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 terminated sooner as herein provided, this Ground and Facilities Lease shall continue and remain in full force and effect for a one (1) year term beginning on **August 22, 2024**. 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) **August 21, 2025**, or (ii) the date of substantial completion of the project (the “**Expiration Date**”). Upon the expiration date of the Ground and Facilities Lease, all of the Corporation’s rights, 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 and Facilities Lease, the following terms shall have the following meanings:

“**Affiliate**” means, with respect to a designated Person under this Ground and Facilities 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 and Facilities 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 and Facilities 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 and Facilities Lease, which is **August 22, 2024**.

“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 and Facilities 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 facilities, structures 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 and Facilities 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 identified 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 and Facilities 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 and Facilities 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 and Facilities 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 and Facilities 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 and Facilities 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 and Facilities Lease or specifically referenced in this Ground and Facilities 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 and Facilities 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 and Facilities 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 and the ULM Athletic Foundation will pay for all of the cost and expense of the project. The Board shall not have any financial obligation or other obligation of any kind under this Ground and Facilities 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 and Facilities 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 **July 21, 2025**.

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 and Facilities 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 and Facilities Lease terminates, the University, at the direction of the Board, shall be responsible for maintaining and repairing the Facilities and any component part in such a manner that maintains and does not void any warranties.

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 and Facilities 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 and Facilities 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 and Facilities 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 and Facilities 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 and Facilities 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 and facilities 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 and Facilities 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 and Facilities 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 and Facilities 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 and Facilities 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 and Facilities Lease.

Section 11.04 Rights of The Board Cumulative. All rights and remedies of the Board provided for and permitted in this Ground and Facilities 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 and Facilities 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 and Facilities 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 and Facilities Lease whether such termination be by expiration of the Term or an earlier termination under any provision of this Ground and Facilities 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 and Facilities 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 and Facilities 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 and Facilities 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 and Facilities 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 and Facilities 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 and Facilities Lease, the Board and the Corporation shall either amend this Ground and Facilities 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 and Facilities Lease is in Effect. Upon the Taking of all or any portion of the Land or the Facilities while the Ground and Facilities 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 and Facilities 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 and Facilities 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 and Facilities 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 and Facilities 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 and Facilities 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 and Facilities 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 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 and facilities Lease, is prohibited.

Section 18.02 Notices. Notices or communications to the Board or the Corporation required or appropriate under this Ground and Facilities 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 6th 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 create 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 and Facilities 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 and Facilities Lease in the form of **Exhibit C** attached hereto. Such notice shall be filed for record in Ouachita Parish, Louisiana.

Section 18.05 Attorney Fees. If either party is required to commence legal proceedings relating to this Ground and Facilities 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 and Facilities 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 and Facilities 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 and Facilities 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 and Facilities Lease shall constitute a waiver of any subsequent breach of any of the covenants, conditions or restrictions of this Ground and Facilities 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 and Facilities 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 and Facilities 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 and Facilities 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 and Facilities Lease shall refer to this Ground and facilities 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 and Facilities Lease and the Table of Contents to this Ground and Facilities Lease are for reference purposes and shall not control or affect the construction of this Ground and Facilities Lease or the interpretation hereof in any respect. Article, section and subsection and exhibit references are to this Ground and Facilities Lease unless otherwise specified. All exhibits attached to this Ground and Facilities Lease constitute a part of this Ground and Facilities Lease and are incorporated herein. All references to a specific time of day in this Ground and Facilities 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 and Facilities Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this

Ground and Facilities Lease, then and in that event, it is the intention of the parties hereto that the remainder of Ground and Facilities Lease shall not be affected thereby.

Section 18.13 Authorization. By execution of this Ground and Facilities 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 and Facilities Lease have been taken and performed; and that the persons signing this Ground and Facilities 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 and Facilities 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 and Facilities 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 and Facilities 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 and Facilities 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 Facilities, and no other agreements, oral or otherwise, regarding the subject matter of this Ground and Facilities 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 and Facilities Lease Agreement]

IN WITNESS WHEREOF, the undersigned representative has signed this Ground and Facilities Lease on behalf of the Board of Supervisors for the University of Louisiana System on the ____ day of August 2024.

WITNESSES:

BOARD OF
SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM

Print Name: _____

By: _____
Ronald L. Berry, President of the
University of Louisiana at Monroe
and Authorized officer of the Board

Print Name: _____

IN WITNESS WHEREOF, the undersigned representative has signed this Ground and Facilities Lease on behalf of University of Louisiana Monroe Facilities, Inc. on the ____ day of August 2024.

WITNESSES:

UNIVERSITY OF LOUISIANA MONROE
FACILITIES, INC.

Print Name: _____

By: _____
Dan W. Robertson, Chairperson

Print Name: _____

[Signature page to the Ground and Facilities Lease Agreement]

STATE OF LOUISIANA

PARISH OF OUACHITA

BE IT KNOWN, that on this ___ day of August 2024, before me, the undersigned authority, duly commissioned, qualified and sworn within and for the State and Parish aforesaid, personally came and appeared:

Ronald L. Berry

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.

Ronald L. Berry, 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 and Facilities Lease Agreement]

STATE OF LOUISIANA

PARISH OF OUACHITA

BE IT KNOWN, that on this ___ day of August 2024, 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

LEGAL BOUNDARY SURVEY

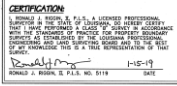


EXHIBIT B

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 **2023** and subsequent years not yet due and payable.**
- 4. Terms and conditions of that Ground Lease Agreement dated as of **August 22, 2024**, evidenced by a Notice of Ground Lease between the Board of Supervisors for the University of Louisiana System and University of Louisiana Monroe Facilities, Inc., recorded _____, 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 and Facilities Lease Agreement dated as of **August 22, 2024**, and executed _____, **2024** (the “Lease”), whereby Lessor did lease to Lessee, and Lessee did lease from Lessor, the immovable property more particularly identified on **Exhibit A** attached hereto and incorporated herein (the “Land”).

B. Lessor and Lessee desire to enter into this Notice, 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 **August 22, 2024**, and shall continue until midnight on **August 21, 2025**, 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 Notice 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 Notice by reference as though fully set forth herein, and both the Lease and this Notice shall be deemed to constitute a single instrument or document.

THUS, DONE AND PASSED on the **22nd** day of **August 2024** 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 Notice of Lease]

THUS, DONE AND PASSED on the **22nd** day of **August 2024**, 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: _____
Ronald L. Berry, 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

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

FACILITIES PLANNING COMMITTEE

August 22, 2024

Item I.9. **University of Louisiana at Monroe's** request for approval to name an area at Lou St. Amant Field (Baseball Stadium) the "Dr. Charles R. McDonald Stadium Club."

EXECUTIVE SUMMARY

The University is requesting approval to name the premium seating area behind home plate at Lou St. Amant Field (Baseball Stadium) in honor of Dr. Charles R. McDonald. The name of the area would be the "*Dr. Charles R. McDonald Stadium Club*."

Dr. McDonald left quite a legacy at ULM throughout his life. From the time he came to campus at Northeast Louisiana State College in 1957 until his death in August of 2023, he served the University relentlessly. Dr. McDonald earned his Bachelor's Degree, Master's Degree, and EdD from ULM. He spent over 20 years at ULM serving as Director of Financial Aid, Counseling and Placement in addition to teaching a variety of classes. In 1991, he was elected to the Louisiana State House of Representatives, where he served for 15 years. During his time as a legislator, he was lead Author of the Tuition Opportunity Program (TOPS).

Charles was a longtime member of the ULM Athletic Foundation and an avid supporter of ULM Athletics. While he was supportive of all our athletic teams, his passion was ULM Baseball, as his son, Scott McDonald, played here.

Dr. Charles R. McDonald and his family are most deserving of this honor. By naming the baseball premium seating area behind home plate, the "*Dr. Charles R. McDonald Stadium Club*," future generations of ULM student-athletes, alumni, and supporters will continue to honor his legacy.

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 does hereby approve University of Louisiana Monroe's request for approval to name an area at Lou St. Amant Field (Baseball Stadium) as the "*Dr. Charles R. McDonald Stadium Club*."

**Office of the President**

University Library 632 | 700 University Avenue | Monroe, LA 71209-3000

P 318.342.1010 | F 318.342.1019 | ulm.edu

August 1, 2024

President Rick Gallot
University of Louisiana System
1201 North Third St., Suite 7-300
Baton Rouge, LA 70802

Dear President Gallot:

The University is requesting approval to name our premium seating area behind home plate at Lou St. Amant Field (Baseball Stadium) in honor of Dr. Charles R. McDonald. The name of the area would be the Dr. Charles R. McDonald Stadium Club.

Dr. McDonald left quite a legacy at ULM throughout his life. From the time he came to campus at Northeast Louisiana State College in 1957 until his death last August, he served our University relentlessly. Dr. McDonald earned his Bachelor's Degree, Master's Degree, and EDd from ULM. He spent over 20 years at ULM serving as Director of Financial Aid, Counseling and Placement in addition to teaching a variety of classes. In 1991, he was elected to the Louisiana State House of Representatives, where he served for 15 years. During his time as a legislator, he was lead Author of the Tuition Opportunity Program (TOPS).

Charles was a longtime member of the ULM Athletic Foundation, and an avid supporter of ULM Athletics. While he was supportive of all our athletic teams, Dr. McDonald's passion was ULM Baseball, as his son, Scott McDonald, played here.

Dr. Charles R. McDonald and his family are most deserving of this honor. By naming our baseball premium seating area behind home plate, the Dr. Charles R. McDonald Stadium Club, future generations of ULM student-athletes, alumni, and supporters will continue to honor his legacy.

Should you have any questions or need further information, please feel free to contact me at 318-342-1010 or by email at rberry@ulm.edu.

Sincerely,

Ronald Berry, D.B.A.
President

#TAKEFLIGHT