

LEASE AGREEMENT

THIS LEASE is made and entered into and effective this 4th day of September, 2020 (“**Effective Date**”), by and between the

MILITARY DEPARTMENT, STATE OF LOUISIANA (“LMD” or “Lessee”), represented herein by Brigadier General (retired) Owen W. Monconduit, Deputy Director for Purchasing and Contracting;

BOARD OF SUPERVISORS OF THE UNIVERSITY OF LOUISIANA SYSTEM, a public constitutional corporation organized and existing under the laws of the State of Louisiana, herein represented by the President of the University of Louisiana at Lafayette, E. Joseph Savoie, (“**UL System**” or “**Lessor**”); and

(LMD, UL System, and the University of Louisiana at Lafayette are collectively referred to as the “**Parties**” and singularly referred to as a “**Party**”).

ARTICLE 1 RECITALS

1.1. UL System is a public constitutional corporation organized and existing under the laws of the State of Louisiana and the University of Louisiana at Lafayette is a university under its management pursuant to La R.S. 17:3217.

1.2. UL System is the owner of approximately 19,936 acres of undeveloped land in Lafayette Parish described on Exhibit A attached hereto and made a part hereof (“**UL Land**”).

1.3. LMD desires to lease the UL Land (“**Lease**”) for the purpose of constructing a National Guard Readiness Center (“**NGRC**”), with funding acquired from the federal government and through the state capital outlay process, to provide facilities and training areas for units of the Louisiana National Guard (“**LANG**”), which is a component entity of LMD under Louisiana Revised Statutes 29:1(B). The NGRC will include a multi-level accredited area (“**MLAA**”) capable of housing an accredited space where certain types of sensitive information (“**SI**”) may be stored, used, discussed, and/or electronically processed.

1.4. As part of the planning and construction of the NGRC and the MLAA, LMD intends to construct a public-access entrance boulevard (herein the “**Entrance Boulevard**”) to provide access to such facilities. After construction of the Entrance Boulevard, LMD grants to UL System a right of use and/or passage of said Entrance Boulevard to access areas “Exhibit Area 2” and “Exhibit Area 3” defined on that certain plat of survey dated July 21, 2020, prepared by Ronkartz-Oestrieher, a copy of which is attached hereto and made a part hereof;

1.5. As part of the planning and construction of the NGRC, LMD intends to erect a standard border wall, visually obfuscating the facility from the adjacent residential neighborhood, consistent with the aesthetic and functional standards agreed upon by both Parties.

1.6. Louisiana Revised Statutes 29:11 provides that TAG is the executive head of the LMD and has the “authority to engage in programs, operations, and military affairs and may initiate such other operations, programs, and activities with respect thereto as may be deemed advisable.” Under the same statute, TAG has full authority to sign leases and to “do all acts necessary and proper to accomplish any and all acts necessary or incidental to the operation of the military department.”

1.7. Louisiana Revised Statute 17:3361A.(3) authorizes the UL System to grant leases of immovable property to a military organization under the supervision of the State of Louisiana or the United States of America.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 2 LEASE

2.1. Lessor and Lessee hereby enter into the lease of approximately 19.936 acres of real property in Lafayette Parish described in the Survey provided by Ronkartz-Oestrieher, A Professional Engineering Company, dated July 21, 2020, which is attached to made part hereof as Exhibit “A” (“**Leased Premises**”), to wit.

A certain tract of land belonging to the University of Louisiana at Lafayette (formerly The University of Southwestern Louisiana) consisting of 20.092 acres (875,216 sq. ft.) as described herein: Starting from GPS point N=626420.8903 E=3058088.3647 and extending N33°57'21"W for 230.63' to GPS point N=626612.1908 E=3057959.5451; then N56°10'53"E for 346.98' to GPS point N=626805.3089 E=3058247.8183; then S33°49'07"E for 657.00' to GPS point N=627351.1466 E=3057882.1542; then N56°30'20"E for 246.42' to GPS point N=627215.1580 E=3057676.6550; then S30°59'28"E for 767.00' to GPS point N=627872.6662 E=3057281.7221; then N59°00'32"E for 476.47' to GPS point N=627627.3312 E=3056873.2736; then N30°59'28"W for 1,449.73' to GPS point N=626384.5559 E=3057619.7478; then N56°10'53"E for 334.00' to GPS point N=626570.4482 E=3057897.2347; then S33°57'21"E for 230.81' to GPS point N=626378.9987 E=3058026.1546; then S56°02'39"W for 75.00' to the starting GPS point of N=626420.8903 E=3058088.3647, and labeled as “Exhibit Area 1” on that certain plat of survey dated July 21, 2020, prepared by Ronkartz-Oestrieher, a copy of which is attached hereto and made a part hereof.

2.2. The term of this Lease shall be for a period of fifty-five (55) years commencing on September 1, 2020 and ending on August 31, 2075, and shall be irrevocable except for the causes hereinafter set forth.

2.3. Lessee shall have the right during the term of this Lease to construct, maintain, alter, and replace any structures, fixtures, additions, improvements, and signs in, on, or attached to the Leased Premises which are necessary for the full benefit thereof, and all such structures, fixtures, additions, improvements, and signs shall be and remain the property of Lessee during the term of the Lease.

2.4. The Lessee shall observe and respect all existing servitudes.

2.5. At the expiration of this Lease, or any extended term thereof, or upon termination thereof at any time prior thereto, if the Lessor so chooses, all structures, fixtures, additions, improvements, and signs in, on, or attached to the Leased Premises shall become the sole and exclusive property, on an as-is basis, of the Lessor, its successor, or assigns. If the Lessor elects not to take ownership of any or all of the structures, fixtures, additions, improvements, and signs in, on, or attached to the Leased Premises, the Lessee shall, within nine (9) months after such expiration or termination, remove the structures, fixtures, additions, improvements, and signs that the Lessor elects not to take ownership of, at the Lessee's sole expense; provided however, that the Lessee and the Lessor may mutually agree upon additional time for such removal. Within ninety (90) days after removing structures, fixtures, additions, improvements, and signs, or within such additional time as may be mutually agreed upon, the Lessee shall restore the premises to as good condition as that existing at the time of the Lessee's initial entry upon the Leased Premises by grading, conditioning, and seeding the soil in order to prevent deterioration of the land.

2.6. It is further understood and agreed that should the Leased Premises cease to be used for military purposes for a period of five (5) consecutive years after construction of the NGRC, except in wartime, or should the buildings constructed on the Leased Premises be removed therefrom, this Lease shall be null and void and the Leased Premises shall revert to the Lessor and the Lessee will peaceably and quietly deliver up the Lease Premises to the Lessor.

2.7. Lessor further declares Lessee, acting through The Adjutant General of Louisiana, may, at its discretion, allow and permit Reserve Components of the United States Department of Defense to use, for military purposes, the Leased Premises pursuant to such agreements and subject to such conditions that The Adjutant General may impose.

2.8. Lessee agrees that its use of the Leased Premises shall at all times comply with all laws, regulations, policies, or rules of the federal, state, and local governments, regarding Lessee's use and operation of the Leased Premises, including environmental compliance and pollution prevention.

2.9. Lessee agrees that it will make no use of the Leased Premises which will interfere with the conduct of other activities on adjoining lands.

2.10. Lessee shall be responsible for any and all costs associated with the maintenance and upkeep of the Leased Premises and any improvements constructed thereon.

ARTICLE 3 CONSIDERATION

3.1. Lessor declares that the consideration of this Lease is the mutual benefits, advantages, and conveniences to the State and its citizens and the benefits and security afforded to Lessor and the community by the establishment and maintenance on the Leased Premises of a unit or units of the Louisiana National Guard. Lessor will derive a direct benefit from direct use of the Entrance Boulevard, which will provide access to the Lessor's property adjacent to the Leased Premises.

3.2. Lessee agrees that it will make the following areas of the NGRC available to the Lessor for public events: the assembly hall, auditorium, classrooms, bathroom facilities, kitchen, and civilian parking areas. Lessee shall have the right to disapprove use of the Readiness Center for other than military purposes for the following reasons:

- a. Scheduled monthly weekend training assemblies;
- b. In the event of mobilization, planning, and deployment associated with national contingencies (federal activation);
- c. During LANG's response to natural or civil emergencies on the call of the Governor for any reasons authorized by Title 29 of the Louisiana Revised Statutes (state activation);
- d. During consequence management in response to terrorist acts against the United States or the State of Louisiana.

3.3. It is expressly agreed and understood that, due to the substantial benefits provided to Lessor under this Lease and other agreements between the Parties, no rent shall be due from Lessee under this Lease.

3.4. In full compliance with Article VII, §14 of the Louisiana State Constitution, LMD and the UL System hereby declare that the consideration exchanged by the parties herein is of equal value.

ARTICLE 4 ASSIGNMENTS

No Party may assign any interest in this Lease by assignment, transfer, or novation, without prior written consent of the other Party.

ARTICLE 5 AMENDMENTS IN WRITING

Any alteration, variation, modification, or waiver of provisions of this Lease shall be valid only when it has been reduced to writing, executed by all Parties.

ARTICLE 6 NOTICE

Any notice required or permitted to be given under or in connection with this Lease ("**Notice**") shall be in writing and shall be delivered by (1) hand-delivered by courier, with signed receipt; (2) mailed through the United States Postal Service, postage prepaid, first-class, with return receipt requested; (3) delivered by private, commercial carrier, such as Federal Express, with signature for delivery; or (4) sent by telegram, electronic facsimile transmission or other similar form of rapid transmission confirmed by written Notice sent (by one of the first three methods described above) at substantially the same time as such transmission. All such communications shall be delivered to the officer, agent or representative (or their respective successor) identified in this Section at the address set forth below, or to such other Person and

address as may be subsequently designated by such Party upon five (5) days written Notice to the other Parties.

To the UL System:

President, University of Louisiana at Lafayette
Attention: Dr. E. Joseph Savoie
P.O. Box 41008
Lafayette, LA 70504-1008
Telephone: 337-482-6203
Email: president@louisiana.edu

To LMD:

Louisiana Military Department - Adjutant General
Attention: Brigadier General D. Keith Waddell
Jackson Barracks, 6400 St. Claude Ave.
New Orleans, LA 70118-1456
Telephone: 225-319-4674
Fax: 225-319-4603
Email: Keith.Waddell@la.gov

c.c. Louisiana Military Department - Executive Counsel
Attention: Lt. Colonel Dirk J. Thibodeaux
5445 Point Clair Road
Carville, LA 70721
Telephone: 225-319-4674
Fax: 225-319-4603
Email: Dirk.Thibodeaux2@la.gov

ARTICLE 7 MISCELLANEOUS

7.1. Governing Law and Venue. This Lease shall be interpreted and construed, and the legal relations created herein shall be determined, in accordance with the laws of the State of Louisiana, without regard to its conflict of law provisions. The Parties hereby agree that jurisdiction and venue shall be mandatory and exclusive in the Parish of Lafayette, State of Louisiana.

7.2. No Personal Liability. Except to the extent provided by law, no covenant or agreement contained in this Lease shall be deemed to be the covenant or agreement of any official, officer, agent or employee of any Party hereto in his individual capacity, and neither the officers of any Party hereto nor any official or agent executing this Agreement shall be liable personally with respect to this Lease or be subject to any personal liability or accountability by reason of the execution and delivery of this Lease. However, any Person may be held personally liable for such Person's individual fraudulent acts.

7.3. **Counterparts.** This Lease may be executed in several counterparts, each of which shall be deemed an original, and all of which when taken together shall be deemed one and the same Lease.

7.4. **Severability.** To the fullest extent possible, each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable laws, but if any provisions of this Lease shall be prohibited or invalid under such laws, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Lease.

7.5. **No Authorship Presumption.** Each of the Parties has had an opportunity to obtain legal advice and negotiate the language of this Lease. No presumption shall arise or adverse inference be drawn by virtue of authorship, and each Party hereby waives the benefit of any rule of law that might otherwise be applicable in connection with the interpretation of this Lease, including but not limited to any rule of law to the effect that any provision of this Lease shall be interpreted or construed against the Party whose counsel drafted that provision.

7.6. **Rules of Construction.** The headings and captions of this Lease are provided for convenience only and are not intended to have effect in the construction or interpretation of this Lease. Whenever herein the singular number is used, the same shall include the plural, where appropriate, and neutral words and words of any gender shall include the neutral and other gender, where appropriate. This Lease has been reviewed by all Parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all Parties.

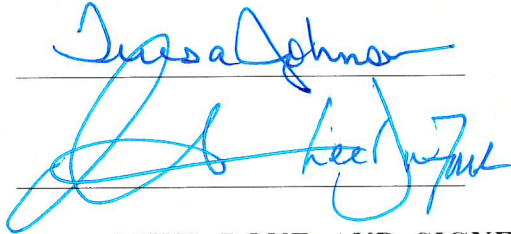
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{Signatures on following page}

THUS DONE AND SIGNED at Camp Beauregard, Pineville, Louisiana on the 5th day of September, 2020.

WITNESSES:

**THE MILITARY DEPARTMENT,
STATE OF LOUISIANA**

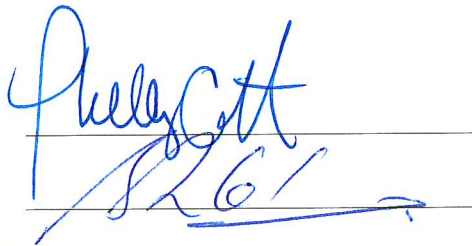


By: Brigadier General (ret.) Owen W. Monconduit
Deputy Director, Purchasing and Contracting

THUS DONE AND SIGNED at Lafayette, Louisiana on the 4th day of September, 2020.

WITNESSES:

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



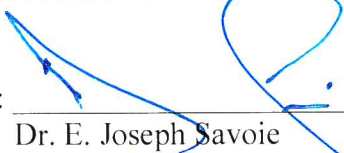
By: 
Dr. E. Joseph Savoie
President, University of Louisiana at Lafayette

Exhibit A
Survey Plat of UL Land

