

OFFICIAL BID FORM

AMITE RIVER BASIN DRAINAGE AND WATER CONSERVATION DISTRICT

***NOTE:** In accordance with La. R.S. 49:214.6.3B(5), all bids are subject to the right of first refusal by the original grantor, donor, vendor, or his successors in title for the same terms, conditions, and price as the highest successful bidder.

****NOTE:** You may bid on either or both of the below listed properties. Each property will be awarded separately. Please provide a separate check or money order for each property you are bidding on as provided herein.

A. 1086 Carney Road, Zachary, Louisiana 70791

This bid is submitted for lease of the residential property located at 1086 Carney Road, Zachary, Louisiana 70791, formerly owned by Nick and Jill Bergeron containing a residence with seven bedrooms, 4 bathrooms, approximately 6,300 square feet (approximately 4,300 square feet living area), situated on approximately 10 acres of land, as identified in the Amite River Basin Drainage and Water Conservation District (ARBC) Public Notice, as well as the map included in the ARBC's bid packet.

My bid is \$ _____ per month, representing one year's rental on the above property, identified as 1086 Carney Road, Zachary, Louisiana 70791.

However, I hereby acknowledge that the availability of the above property is subject to change in accordance with the provisions of La. R.S. 49:214.6.3B(5), in which the original grantor, donor, vendor, or his successors in title of the above property has a right of first refusal to lease said property for the same terms, conditions, and price as the highest successful bidder.

I have enclosed a certified check or money order payable to the Amite River Basin Drainage and Water Conservation District in the amount equal to Ten Percent (10%) of my bid amount.

B. 1056 Carney Road, Zachary, Louisiana 70791

This bid is submitted for lease of the residential property located at 1056 Carney Road, Zachary, Louisiana 70791, formerly owned by Lawrence and Mabel Bajoie containing a residence with three bedrooms, 2 bathrooms, approximately 6,671 square feet (approximately 2,777 square feet living area), situated on approximately 7 acres of land, as identified in the Amite River Basin Drainage and Water Conservation District (ARBC) Public Notice, as well as the map included in the ARBC's bid packet.

My bid is \$ _____ per month, representing one year's rental on the above property, identified as 1056 Carney Road, Zachary, Louisiana 70791.

However, I hereby acknowledge that the availability of the above property is subject to change in accordance with the provisions of La. R.S. 49:214.6.3B(5), in which the original grantor, donor, vendor, or his successors in title of the above property has a right of first refusal to lease said property for the same terms, conditions, and price as the highest successful bidder.

I have enclosed a certified check or money order payable to the Amite River Basin Drainage and Water Conservation District in the amount equal to Ten Percent (10%) of my bid amount.

I hereby certify that I am ready, willing and able to comply with all provisions of the draft lease.

I hereby acknowledge that as the successful bidder, I will pay all public advertising costs in addition to the yearly rental.

BIDDER (Print) _____

REPRESENTED BY (If applicable) _____

TITLE (If applicable) _____

BIDDER/BIDDER'S AGENT (Signature) _____

***Please place this bid form in a sealed envelope along with your check and deliver or mail the envelope to the office of ARBC, 3535 S. Sherwood Forest Boulevard, Suite 135, Baton Rouge, Louisiana 70816.**

PUBLIC NOTICE

Notice of Advertisement for Public Bid of Residential Lease by the Amite River Basin Drainage and Water Conservation District

The Amite River Basin Drainage and Water Conservation District (ARBC) has Residential Lease up for Public Bid. By virtue of and in conformity with the provisions of Louisiana Revised Statutes 41:1211, et seq., ARBC will accept sealed bids on or before the 16th day of October, 2017 at 5:00 p.m., for a residential lease at the following addresses in Zachary, Louisiana, to-wit:

1086 Carney Road, Zachary, Louisiana 70791: Seven bedrooms, 4 bathrooms, approximately 6,300 square feet (approximately 4,300 square feet living area), situated on approximately 10 acres of land.

1056 Carney Road Zachary, Louisiana 70791: Three bedrooms, two bathrooms, approximately 6,671 square feet (approximately 2,777 square feet living area), situated on approximately 7 acres of land.

The Lease, included herein, is more fully described in the legal descriptions and plats included in the Bid Packet.

The initial term of the Lease shall be for one year, and may be extended for an additional one year by mutual agreement of the parties. All bids need to be submitted by October 16, 2017, to the Amite River Basin Drainage and Water Conservation District: Attention Dietmar Rietschier, 3535 S. Sherwood Forest Boulevard, Suite 135, Baton Rouge, Louisiana 70816, Telephone: 225-296-4900.

The Bid must include \$75.00 or 10% of the bid amount (whichever amount is greater), for each property you are bidding on, either by certified check or money order, payable to The Amite River Basin Drainage and Water Conservation District. The award of this lease will be based solely on the highest bid submitted for the annual rental price per month. This is the only consideration the ARBC will take into account in evaluating bids. **However**, in accordance with La. R.S. 49:214.6.3B(5) all bids are subject to the right of first refusal by the original grantor, donor, vendor, or his successors in title for the same terms, conditions, and price as the highest successful bidder.

THE RIGHT TO REJECT ANY AND ALL BIDS IS RESERVED.

To obtain a Bid packet please contact the District Office of the Amite River Basin Drainage and Water Conservation District or pick one up at the District office. All Bids will be sealed until opened by the Amite River Basin Drainage and Water Conservation District at a public meeting on October 17, 2017 at 10:00a.m. At that time, notice will be sent to the property's original grantor, donor, vendor, or his successors in title, and said original grantor, donor, vendor, or his successors in title will have ten days to exercise his right of first refusal.

PUBLISH IN: The Advocate

On: Thursday, September 28, 2017, Monday October 2, 2017, and Monday, October 9, 2017.

NOTE: SUCCESSFUL BIDDER MUST PAY THE ADVERTISING CHARGES.

ATTENTION

The availability of the properties located at 1056 Carney Road, Zachary, Louisiana 70791 and 1086 Carney Road, Zachary, Louisiana 70791 shall be subject to a right of first refusal by the original grantor, donor, vendor, or his successor in title to lease said Property for the same terms, conditions, and price as the highest successful bidder.

NOTICE
RIGHT OF FIRST REFUSAL

The Amite River Basin Drainage and Water Conservation District (ARBC) plans to place a Residential Lease up for Public Bid. By virtue of and in conformity with the provisions of Louisiana Revised States 41:1211, et seq., ARBC will accept sealed bids on or before the 16th day of October, 2017 at 5:00 p.m., for a residential lease at the following addresses in Zachary, Louisiana, to-wit:

1086 Carney Road, Zachary, Louisiana 70791: Seven bedrooms, 4 bathrooms, approximately 6,300 square feet (approximately 4,300 square feet living area), situated on approximately 10 acres of land.

1056 Carney Road Zachary, Louisiana 70791: Three bedrooms, two bathrooms, approximately 6,671 square feet (approximately 2,777 square feet living area), situated on approximately 7 acres of land.

The Lease, included herein, is more fully described in the legal descriptions and plat included herein.

In accordance with our records, you are the original grantor, donor, vendor, or his successor in title for a portion of the property referenced above. Thus, as provided in La. R.S. 49:214.6.3B(5), the above referenced lease, for the property you previously had title to, shall first be offered to you. You have the right of first refusal to lease your previous property from ARBC for the same terms, conditions, and price as the highest successful bidder.

All Bids will be sealed until opened by ARBC at a public meeting scheduled for October 17, 2017 at 10:00 a.m. At that time, notice will be sent to you, and you will have **ten days** to exercise your right of first refusal for the same terms, conditions, and price as the highest successful bidder. Note: your right of first refusal is limited to the acreage that you previously held title to.

Any further questions may be directed to the office of Bankston & Associates, L.L.C. at (225) 766-3800.

Lease

STATE OF LOUISIANA

RESIDENTIAL LEASE

PARISH OF EAST BATON ROUGE

BY: AMITE RIVER BASIN
DRAINAGE AND WATER
CONSERVATION DISTRICT

This contract of lease is entered into on this ___ day of _____, 2017 by and between: **Amite River Basin Drainage and Water Conservation District, herein represented by its Executive Director, Dietmar Rietschier**, hereinafter referred to as LESSOR; and _____, herein represented by its _____, herein referred to as LESSEE.

This lease will become binding on LESSOR only after execution by LESSOR and delivery to LESSEE. Deposit of LESSEE'S first rental payment into any account of LESSOR does not constitute acceptance of this lease by LESSOR.

Pursuant to LSA R.S. 41:1211 et seq., in accordance with La. R.S. 49:214.6.3B(5), and upon the terms, conditions and considerations hereinafter set forth, LESSOR does hereby lease and let unto LESSEE, without any warranty of title whatsoever express or implied, the following described residential property owned by the Amite River Basin Drainage and Water Conservation District (ARBC), and situated in Zachary, Louisiana ("the property"), to wit:

1086 Carney Road, Zachary, Louisiana 70791: Seven bedrooms, 4 bathrooms, approximately 6,300 square feet (approximately 4,300 square feet living area), situated on approximately 10 acres of land.

1056 Carney Road Zachary, Louisiana 70791: Three bedrooms, two bathrooms, approximately 6,671 square feet (approximately 2,777 square feet living area), situated on approximately 7 acres of land.

The property is offered "AS IS". There shall be no diminution of rental for any reason, including but not limited to, the reduction of acreage due to subsidence, erosion, or flooding.

PURPOSE

This lease is made and executed by LESSOR to LESSEE for the residential purposes only and not for any purpose that is unlawful, and the violation of any law by LESSEE shall be a justifiable cause for cancellation of this lease by LESSOR, at LESSOR's option. No individuals other than those listed on the lease may reside at the premise. No other uses of the property are authorized without the written consent by the Executive Director of the ARBC.

RESERVATIONS

LESSOR reserves the full use and enjoyment of the property, both surface and subsurface, for any and all purposes except those particular uses granted hereinabove to LESSEE. LESSOR'S reservation includes, but is not limited to the following rights:

1. LESSOR reserves all rights of whatever nature and kind in and to all minerals on or under the property. These rights include, but are not limited to, all operations which are necessary, useful or convenient for the exploration, exploitation, drilling, mining, production, development, storage and transportation of all oil, gas, sulphur and other minerals, on or under the property or any other lands under the control of LESSOR.

2. LESSOR reserves all rights of whatever nature and kind in and to all other surface or subsurface uses of the property. These rights include, but are not limited to, all operations which are necessary, useful or convenient for the exploration, exploitation, mining, production and development of all sand, gravel or shell deposits; issuance of servitudes and rights-of-way; and issuance of permits and leases.

3. LESSOR reserves all rights of whatever nature and kind in and to all timber and forest products on the property. These rights include, but are not limited to management and/or removal of timber and forest products.

LESSOR may exercise the rights reserved herein including all access necessary for the exercise of these rights, without LESSEE'S consent, so long as those rights granted do not prohibit LESSEE'S use of the property. LESSEE hereby expressly agrees and declares that LESSOR shall not be liable to LESSEE for damages resulting from the exercise of any rights reserved herein.

TERM AND RENTAL

1. This lease shall commence on _____, 2017. The term of this lease shall end on _____, 2018.

2. The parties acknowledge that by or before _____, 2017, LESSEE shall pay \$_____ representing one month of rent. LESSEE agrees to pay to LESSOR a monthly rental of \$_____ payable in advance on the first day of each month.

Additionally, the successful bidder, determined in accordance with Chapter 10 of Title 41 of the Louisiana Revised Statutes of 1950 and in accordance with La. R.S. 49:214.6.3B(5), shall pay all costs of public advertising associated with this lease. Further consideration for this lease, in addition to the rent, shall be the mutual covenants between LESSOR and LESSEE herein contained.

3. Any rental payment of rent accruing under the provisions of this lease which shall not be paid when due shall bear interest at the rate of twelve percent (12%) per annum, or the maximum rate of interest permitted by Louisiana law, whichever is the lesser amount, beginning thirty (30) days from the date when the rental payment was due by the terms of this lease, until the amount is paid by the LESSEE.

4. All payments shall be mailed to Amite River Basin Drainage and Water Conservation District, 3535 S, Sherwood Forest Blvd., Suite 135, Baton Rouge, LA 70816. If LESSEE fails to pay any rental or other payment due within 30 days of the due date, LESSOR may terminate this lease immediately and repossess the property without notice or action at law, and may sue for and recover all rentals or other payments then accrued and other rentals or other payments to accrue during the term hereof, or may take any other action for relief either at law or in equity, including, but not limited to, seizure and sale of LESSEE's property on the property as provided by Louisiana law.

CONDITIONS

1. Prior to any and all construction, operation or maintenance activities on the property, LESSEE agrees to contact the ARBC's Executive Director for the purpose of coordinating the planned activities. All activities conducted on the property shall be subject to the rules and regulations of ARBC.

2. This lease is granted subject to all existing surface leases, mineral leases, servitudes, rights-of-way, permits or any other contracts of record affecting the property.

3. LESSEE shall remediate to the extent LESSOR determines to be practical all adverse environmental impacts occasioned by LESSEE's activities under this agreement.

4. LESSEE agrees to comply with all requirements of ARBC concerning any flood control servitude existing on the property.

5. LESSEE accepts possession of the leased premises as is and as being in good order and repair. LESSEE shall occupy the leased premises at its own risk, and LESSOR shall not be liable to LESSEE, LESSEE'S employees, agents, invitees, licensees, or any other person, for any

damage to person or property caused by any act, omission or neglect by LESSEE, LESSEE'S successors or assigns, or by reason of any defect in the leased premises, whether apparent or latent.

6. LESSEE agrees to use the property as a good and careful administrator. This includes maintaining the property in a neat, clean and orderly manner at all times. No hazardous waste materials shall be released, placed, or stored by LESSEE on or under the property.

7. The parties hereto recognize that it might hereafter become necessary or desirable to widen, deepen or make some other work of public improvement on land or on the streams or water bottoms over and through which the property under this agreement is located, and LESSEE accepts this lease under the express condition and with the distinct understanding that, if any such work by the United States, the State of Louisiana, or any agency, board, commission, department or political subdivision of either, makes it necessary to alter or relocate any constructions thereon, the entire cost of such alteration or relocation shall be borne by the LESSEE, this responsibility on the part of the LESSEE being part of the consideration for which this grant is made. This provision, however, shall not prejudice the LESSEE's right to receive indemnification and/or relocation costs from the United States, the State of Louisiana or any agency, board, commission, department or political subdivision of either in the event that there is an appropriation for payment of such costs.

8. Should an Agent or Attorney be employed to give special attention to the enforcement or protection of any claim of LESSOR arising from this lease, LESSEE shall pay as fees and compensation to such Agent or Attorney such sum as will constitute a reasonable fee including all court costs, together with all other costs, charges and expenses or reimbursement for actual costs occasioned by LESSOR, at LESSOR'S discretion.

9. LESSEE shall use due care to avoid damage to the leased premises or anything related thereto.

10. LESSEE shall maintain, repair and restore at its own expense the residence, all utilities, plumbing, air conditioning, electrical and mechanical systems of the residence and all other structures on the leased premises the roof, the structure, all grounds, canals, ditches, dams, levees, roads, bridges, fences, gates, sheds, and other structures on the leased premises which may be worn or damaged by LESSEE'S use or possession hereunder. In addition to all interior maintenance, LESSEE is responsible for all exterior maintenance of the leased property as well, including, but not limited to grass cutting, edging, landscape maintenance, etc. LESSEE shall be responsible for any and all damages to the leased premises or anything related thereto which may result from LESSEE'S use or possession hereunder. LESSEE shall not conduct any activities which require a Corp of Engineers wetland permit without advance written notice to, and express written permission from, LESSOR. In such event, LESSEE shall cooperate with LESSOR to obtain the necessary permits prior to the commencement of such activities.

11. LESSEE may clear all underbrush from the property but no trees over 6" in diameter may be cut on the property without prior approval of LESSOR.

12. LESSEE shall, at its own risk and expense, cause the property to be properly and adequately policed for the purpose of preventing violations of the law being committed upon the property; and if LESSEE shall fail to do so, then LESSOR may cancel this lease on fifteen (15) days written notice to LESSEE; or LESSOR, at its election, may provide policing as in its judgment shall be necessary for such purposes, and shall charge to and collect from LESSEE the reasonable cost thereof. LESSOR shall have the continuing right to provide for such additional policing of the property, or any part or parts thereof as LESSOR may desire. LESSEE shall grant access to LESSOR'S agents and employees for any purpose required by LESSOR.

13. The rights granted hereunder are exclusively for the benefit of LESSEE.

14. The possession of the property by LESSEE hereunder, and any previous possession of LESSEE, is considered to be that of LESSOR or LESSOR'S predecessors or successors in title, LESSEE claiming no interest in the leased premises by reason of any previous possession of LESSEE or any other person. LESSEE agrees to notify LESSOR immediately in the event of damages to or encroachment upon the property.

NEW IMPROVEMENTS AND STRUCTURES

LESSEE shall not make any improvements, additions, alterations, constructions or reconstructions of any nature whatsoever to the property, including constructing or placing buildings, camps or other structures, without prior written permission from LESSOR. LESSEE shall provide LESSOR evidence that any improvements meet all applicable codes and standards.

LESSEE shall not obligate the LESSOR or create any liability on LESSOR'S part for materials used in the construction and maintenance of additions of improvements, or contract for any labor in connection therewith, if such actions constitute or create a lien on the property, and LESSEE shall hold LESSOR harmless from any and all costs and expenses, including reasonable attorney fees, arising from or associated with any such actions by the LESSEE.

LESSEE shall be deemed to be the owner of all structures placed or constructed on the property. Additionally, the parties agree and stipulate that any other thing or materials placed on the property by LESSEE which becomes immovable by nature, use, and/or destination, shall become part of the property and shall not be removed there from without the prior written consent of LESSOR.

In the event that LESSEE does not become the lessee under succeeding leases of the property, then, in that event, LESSEE shall have ninety (90) days from the date of execution of the succeeding lease to remove any structures from the leased property. In the event that the LESSEE does not remove his structures, LESSOR shall be deemed to be the owner of said structures and shall have the right to remove the said structures at LESSEE'S total cost.

LIABILITY INSURANCE

It is contracted and agreed that the LESSEE herein must submit to the LESSOR herein within thirty (30) days from the signing of this lease, and on an annual basis, a CERTIFICATE OF INSURANCE from a good and solvent insurance company, naming the Amite River Basin Drainage and Water Conservation District, its employees, and the Amite River Basin Drainage and Water Conservation District Board of Commissioners herein as INSUREDS in the sum of one million (\$1,000,000.00) dollars General Comprehensive Liability Insurance, insuring LESSOR against claims for bodily injury and property damage, said insurance to cover the entire term of this lease. Additionally, LESSEE is required to provide for a waiver of subrogation.

ASSIGNMENT/SUBLEASE

This agreement shall be binding upon LESSOR and LESSEE, their respective successors and assigns. This lease may not be assigned, subleased or otherwise transferred in whole or in part without the prior written permission of LESSOR. It is further provided, that such consent shall not be necessary, but notice shall be provided, in the event of a transfer of the lease resulting from a corporate merger, consolidation or change of name of LESSEE. Should LESSOR approve the subletting of the leased premises, LESSOR will provide LESSEE with an approved SUBLESSEE AGREEMENT that will be executed by LESSOR, LESSEE and SUBLESSEE. All subleases shall be for a period of one year.

HOLD HARMLESS

LESSEE shall occupy the leased premises at LESSEE'S own risk and shall indemnify LESSOR against any expense, loss, cost, damage, claim, action or liability paid, suffered or incurred as a result of any breach by LESSEE, LESSEE's agent, servants, employees, visitors or licensees of any covenant or condition of this lease, or as a result of LESSEE's use or occupancy of the leased premises or the carelessness, negligence or improper conduct of LESSEE, LESSEE's agents, servants, employees, visitors or licensees.

LESSEE accepts the property in its present condition, and LESSOR shall not be responsible for damage of any kind to any person or property arising out of or resulting from LESSEE'S use of the property. It is agreed and understood that LESSOR shall be fully protected during the terms of this agreement and LESSEE hereby agrees to protect, defend, indemnify,

save, and hold harmless the Amite River Basin Drainage and Water Conservation District, their officers, agents, servants, representatives, and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of this agreement or injury, death, damage, loss, or destruction of any property, which may occur or is in any way related to any alleged act or omission of LESSEE, its agents, servants, and employees, and any other person on the property with or without the permission of LESSEE, and any and all costs, expense and/or attorney fees incurred by LESSEE or LESSOR as a result of any claims, demands, and/or causes of action, including those claims, demands, and/or causes of action arising out of the alleged negligence or breach of duty of the ARBC or its officers, agents, servants, representatives, and employees and which arise as a result of this agreement or which may occur as a result of or which are in any manner related to any alleged act or omission of LESSEE, its agents, servants, and employees, and any other person on the property with the permission of LESSEE, its agents, servants, and employees, and any other person on the property with the permission of LESSEE. LESSEE agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suits at its sole expense and agrees to bear all other costs and expenses related thereto, including judgments, settlements, costs, attorney fees, and expenses of defense, even if such claims, demands, and/or causes of action are groundless, false, or fraudulent.

TERMINATION/CANCELLATION

1. Should LESSEE violate or fail to perform any of the provisions or conditions of this lease, express or implied, then LESSOR may cancel this lease if within fifteen (15) days of receipt of written notice to such effect from LESSOR, LESSEE fails to remedy the violation or failure to the satisfaction of LESSOR. In the event a lawsuit is filed pursuant to the foregoing provisions, LESSEE shall pay all costs and expenses related thereto, including reasonable attorney's fees. LESSEE will remain responsible/liable for any personal property or equipment covered by this lease, remaining on the site after said lease has been suspended.

2. Should LESSEE be found by a tribunal of competent jurisdiction to have used the property or any portion thereof in any manner which violates any state or federal statute, rule or regulation, and for which violation a fine of one thousand dollars (\$1,000.00) or greater or a prison sentence is assessed, this lease will automatically terminate without further action on the part of LESSOR. LESSOR reserves the right to review any fish or wildlife violations that occur on the property, and at its sole option, terminate this lease for same.

3. Non-use of the rights granted hereunder for a continuous period of sixty (60) days shall, at the option of LESSOR, operate as an abandonment by the LESSEE of this agreement. In this instance, this lease and all rights granted hereunder shall terminate, except when existing causes of force majeure actually prevent the use of the lease and satisfactory evidence thereof is submitted to the Executive Director of ARBC.

Should LESSEE begin to remove personal property to the detriment of LESSOR's lien, then the rent for the unexpired term, with reasonable attorney's fees, shall immediately become due, and LESSOR, at LESSOR's option, may cancel the lease and re-enter and let the premises for such price or on such terms as may be immediately obtainable, and apply the net amount realized to the amount due by LESSEE.

4. There shall be no right of return of all or part of the consideration paid should this lease be terminated for any reason.

5. In the event of cancellation or termination for any reason, LESSEE or its assigns hereby agrees to remove at their sole risk, cost and expense, any structures placed on the property and to restore the property to its original condition within ninety (90) days of notice of the lease termination. In the event LESSEE fails to remove such structures within ninety (90) days of lease termination, then LESSOR will acquire ownership of the said structures and owes nothing to the LESSEE. Should LESSOR undertake the removal of any or all of said structures and restoration of the property by reason of LESSEE'S or its assigns' failure or refusal to do so, then LESSEE and its assigns expressly consent and agree to reimburse LESSOR for the full cost incurred for such removal and restoration.

6. There shall be no tacit or implied reconduction or renewal of this lease under any

circumstances, including any continued occupancy by the LESSEE after the expiration of the expressed term, and LESSEE shall have no claim whatsoever, whether legal, equitable, moral or otherwise, to obtain a renewal of this lease or further grant of leasehold rights. This lease shall automatically terminate if LESSEE ceases to exist or becomes the subject of a petition in bankruptcy.

7. It is understood and agreed that should it be determined that the property leased herein is required for a public purpose by LESSOR, LESSEE shall be so notified by writing and this lease, or a portion thereof, shall be cancelled and terminated and the property surrendered within sixty (60) days from the date of receipt of said notice.

Further, if the United States Army Corps of Engineers issues final taking lines for the construction of the Comite River Diversion Canal, State Project No. H.007811, LESSEE shall be so notified by writing and this lease, or a portion thereof, shall be cancelled and terminated and the property surrendered within sixty (60) days from the date of receipt of said notice.

8. The above enumerated rights to terminate this lease are in addition to LESSOR's right to terminate this lease for failure to make timely payment of rentals or other payments due.

ECOLOGICAL PROTECTION

The granting of this lease shall not be a bar or defense to the right of the LESSOR or the State of Louisiana and its agencies, boards and commissions to take any and all action necessary to seek abatement of LESSEE'S operations that unreasonably or unlawfully interfere with or disturb the existing ecological regimen and to seek legal recourse for any and all damage to the existing ecological regimen arising out of LESSEE'S activities.

SURRENDER OF POSSESSION

At the expiration of this lease or at its termination for other causes, LESSEE is to immediately surrender possession by actual delivery of all keys to LESSOR. Should LESSEE fail to deliver such possession, LESSEE consents to pay as liquidated damages five times the daily rent per day for each day of LESSEE's failure to surrender possession.

TAXES AND UTILITY CHARGES

LESSEE agrees to punctually pay all charges for gas, electricity, telephone, water, and cable services, or any other utilities used or consumed at the leased premises during the term of this lease.

DEFAULT

Should the LESSEE fail to pay the rent or any other charges arising under this lease promptly as stipulated; or should voluntary or involuntary bankruptcy proceedings be commenced by or against LESSEE; or should LESSEE make an assignment for benefit of creditors; then, in any of the said events, LESSEE shall be in default and LESSOR may demand the rent for the whole unexpired term of the lease, or proceed one or more times for past due installments without prejudicing LESSOR's rights to proceed later for the rent for the then unexpired term.

DEPOSIT

As security for LESSEE's obligations under this lease, including the obligation to timely pay rent, the obligation to maintain the premises and the obligation to deliver the premises clean at the expiration of the lease, LESSEE deposits with LESSOR the sum of [_\$Deposit_] as a damage and default deposit.

ENFORCEMENT OF PROVISIONS; SEVERABILITY

The failure of either party to this lease to insist on the performance of any of the terms and conditions of this lease, or the waiver of any breach of any of the terms and conditions of this lease, shall not be construed as thereafter waiving any such terms and conditions, but such terms and conditions shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. The invalidity of any portion of this lease will not and shall not be deemed to affect the validity of any other provision. In the event any provision of this lease is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

ENTIRE AGREEMENT; EFFECT OF LAW

This lease constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this lease shall not be binding on either party except to the extent incorporated in this lease. Any modification of this lease or additional obligation assumed by either party in connection with this lease shall be binding only if in writing signed by each party or an authorized representative of each party. The parties to this lease understand and agree that the provisions herein shall, between them, have the effect of law; but in reference to matters not provided herein, this lease shall be governed by the laws of the State of Louisiana.

The venue for any claims or actions arising out of this lease, as well as any claims or actions arising out of the awarding of this lease, shall be in the Nineteenth Judicial District Court, East Baton Rouge Parish, Louisiana.

NOTICES

All notices required to be provided under this lease shall be as follows:

LESSOR: Dietmar Rietschier, Executive Director (or successor)
Amite River Basin Drainage and water Conservation District
353 S. Sherwood Forest Blvd, Suite 135
Baton Rouge, LA 70816

LESSEE: _____

Any notice provided for this lease shall be in writing and be deemed sufficiently given when sent by certified or registered mail sent to the respective address of each party as set forth herein. Each party may change its address under this Agreement by giving the other party thirty (30) days advance written notice.

The terms, covenants, and condition of this lease shall bind and inure to the benefit of the parties, their successors and assigns.

THUS DONE, EXECUTED AND SIGNED in Baton Rouge, Louisiana, in triplicate, on this

_____ day of _____, 201__.

WITNESSES:

LESSOR

By: _____

Dietmar Rietschier, Exec. Director
Amite River Basin Drainage and Water
Conservation District

Print Name:

Print Name:

WITNESSES:

Print Name

Print Name

LESSEE

BY: _____