

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

FACILITIES PLANNING COMMITTEE

June 13, 2024

- Item H.1.** Louisiana Tech University's request to accept being a remainder beneficiary by bequest in a decedent's will of three parcels of land, and to record its remainder interest in University records, the State Land Office, and all locations that may be required by law.

EXECUTIVE SUMMARY

The University was notified that they are a remainder beneficiary by bequest in a decedent's will of three parcels of land; in Lincoln Parish 95 acres, and in Union Parish 20 acres, and 20 acres. The University's interest is subject to a usufruct to Joy Brasher Felder and Tyler Brasher Felder for life of all of the oil, gas, and other minerals produced from the described property and all trees and timber situated on the property.

RECOMMENDATION

It is recommended that the following resolution be adopted.

***NOW, THEREFORE, BE IT RESOLVED,** that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request to accept being a remainder beneficiary by bequest in a decedent's will of three parcels of land, and to record its remainder interest in University records, the State Land Office, and all locations that may be required by law.*

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

***BE IT FURTHER RESOLVED,** that the President of Louisiana Tech University and his or her designee are hereby designated and authorized to execute any and all documents associated with this bequest.*

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



LOUISIANA TECH
UNIVERSITY.

Office of the President

May 17, 2024

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

Louisiana Tech University was notified that the University is a remainder beneficiary by bequest in a decedent's will of three parcels of land in Lincoln Parish, being 95 acres, 20 acres and 20 acres. The University's interest is subject to a usufruct to Joy Brasher Felder and Tyler Brasher Felder of all of the oil, gas and other minerals produced from the described property and all trees and timber situated on the property.

A final Judgment of Possession for the Succession has not been ordered.

While this bequest has no immediate impact on the University, the University will receive future benefit following extinguishment of the usufruct.

Louisiana Tech University is requesting that the Board of Supervisors for the University of Louisiana System approve Louisiana Tech University to accept the bequest and to record the naked ownership specifically as required in University records, the State Land Office and any other location required by law.

Sincerely,

A handwritten signature in blue ink, reading "James B. Henderson".

Dr. James B. Henderson
President

FOURTH JUDICIAL DISTRICT COURT OF LOUISIANA

PARISH OF OUACHITA

IN THE MATTER OF

THE SUCCESSIONS OF

NO. 16-0128 PROBATE DOCKET

DOROTHY H. BRASHER AND

JIMMIE C. BRASHER, DECEASED

JUDGMENT OF POSSESSION

IN THIS MATTER, the Petition for Possession having come on for hearing, the record reflecting that an Inheritance and Estate Transfer Tax Return is not necessary herein, the record also reflecting that due proof has been made of all the allegations contained in the Petition, the Court being satisfied that there are no debts or obligations due by the Successions, the parties hereto having waived the necessity of the filing of a final accounting, the law and the evidence being in favor thereof and for the reasons this day orally assigned:

IT IS ORDERED, ADJUDGED AND DECREED that further administration is not necessary in this matter and is dispensed with.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that no Inheritance Tax is due by the petitioners in the above numbered and entitled succession.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that the filing of a Final Accounting in this matter is not necessary.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that JOY BRASHER FELDER and TYLER BRASHER FELDER, are hereby recognized as the owners of and placed in possession of a usufruct for their lifetimes, in equal proportions, of all of the oil, gas and other minerals produced from the following described property, and all trees and timber situated on the hereinabove described property which may be subsequently cut and removed therefrom, of the following described immovable property in Lincoln Parish and Union Parish, Louisiana to-wit:

TOWNSHIP 19 NORTH, RANGE 4 WEST
LINCOLN PARISH, LOUISIANA

Section 36: E ½ of NE 1/4 of NW 1/4; and

Beginning at the NW corner of NW 1/4 of NE 1/4 and run East along the section line to a point 358 feet West of NW corner of NE 1/4 of NE 1/4; thence run South parallel to the West boundary line of NE 1/4 of NE 1/4 and SE 1/4 of

NE 1/4 to the center line of Old Claiborne (or Minden) Road a distance of 2370 feet; thence run in a Westerly direction along the center line of Old Claiborne (or Minden) Road to the South boundary line of SW 1/4 of NE 1/4 a distance of 672 feet; thence run West along the South boundary of SW 1/4 of NE 1/4 and E 1/2 of SE 1/4 of NW 1/4 to center line of public road that traverses the E 1/2 of SE 1/4 of NW 1/4; thence run in a Northwesterly direction along the center line of the public road for a distance of 420 feet; thence run North parallel with the West boundary line of E 1/2 of SE 1/4 of NW 1/4 to a point on the North boundary line of E 1/2 of SE 1/4 of NW 1/4 300 feet East of the NW corner of E 1/2 of SE 1/4 of NW 1/4 a distance of 1030 feet; thence run East along the North boundary line of E 1/2 of SE 1/4 of NW 1/4 to the SW corner of NW 1/4 of NE 1/4; thence run North along the West boundary line of NW 1/4 of NE 1/4 to the point of beginning, containing 95 acres, more or less; and

Lots 2 and 6 of the Brasher Estate, as shown and described in Plat Book B at Page 38, records of the Clerk of Court of Union Parish, Louisiana, containing 40 acres, more or less.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that subject to the aforementioned usufruct, Louisiana Tech University is recognized as the owner of and placed in possession of the following described immovable property, to-wit:

TOWNSHIP 19 NORTH, RANGE 4 WEST
LINCOLN PARISH, LOUISIANA

Section 36: E 1/2 of NE 1/4 of NW 1/4; and

Beginning at the NW corner of NW 1/4 of NE 1/4 and run East along the section line to a point 358 feet West of NW corner of NE 1/4 of NE 1/4; thence run South parallel to the West boundary line of NE 1/4 of NE 1/4 and SE 1/4 of NE 1/4 to the center line of Old Claiborne (or Minden) Road a distance of 2370 feet; thence run in a Westerly direction along the center line of Old Claiborne (or Minden) Road to the South boundary line of SW 1/4 of NE 1/4 a distance of 672 feet; thence run West along the South boundary of SW 1/4 of NE 1/4 and E 1/2 of SE 1/4 of NW 1/4 to center line of public road that traverses the E 1/2 of SE 1/4 of NW 1/4; thence run in a Northwesterly direction along the center line of the public road for a distance of 420 feet; thence run North parallel with the West boundary line of E 1/2 of SE 1/4 of NW 1/4 to a point on the North boundary line of E 1/2 of SE 1/4 of NW 1/4 300 feet East of the NW corner of E 1/2 of SE 1/4 of NW 1/4 a distance of 1030 feet; thence run East along the North boundary line of E 1/2 of SE 1/4 of NW 1/4 to the SW corner of NW 1/4 of NE 1/4; thence run North along the West boundary line of NW 1/4 of NE 1/4 to the point of beginning, containing 95 acres, more or less; and

Lots 2 and 6 of the Brasher Estate, as shown and described in Plat Book B at Page 38, records of the Clerk of Court of Union Parish, Louisiana, containing 40 acres, more or less.

IT IS FURTHER ORDERED, ADJUDGED and DECREED that The Jimmie C. Brasher Trust, dated July 3, 1989, is hereby placed in possession of all other property owned by DOROTHY H. BRASHER and JIMMIE C. BRASHER, to-wit:

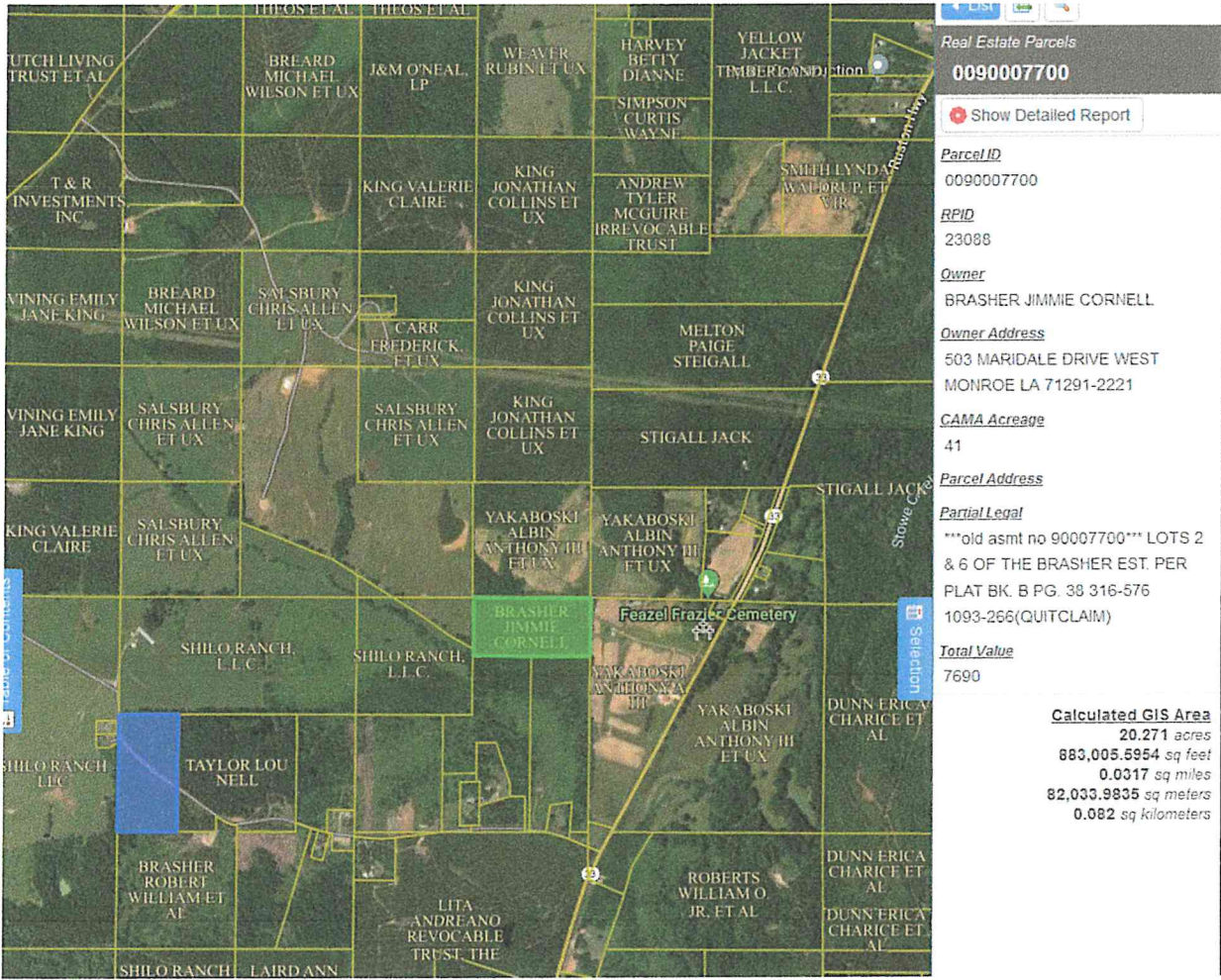
MOVABLE PROPERTY

- (1) Account No. [REDACTED] Bank, in the names of Jimmie C. Brasher or Dorothy Howard Brasher.
- (2) Account No. [REDACTED] Bank, in the name of The Estate of Jimmie C. Brasher.
- (3) Account No. [REDACTED] Bank, in the name of Jimmie C. Brasher and Dorothy H. Brasher, Tenants in Common.
- (4) Miscellaneous lot of household furnishings and appliances.

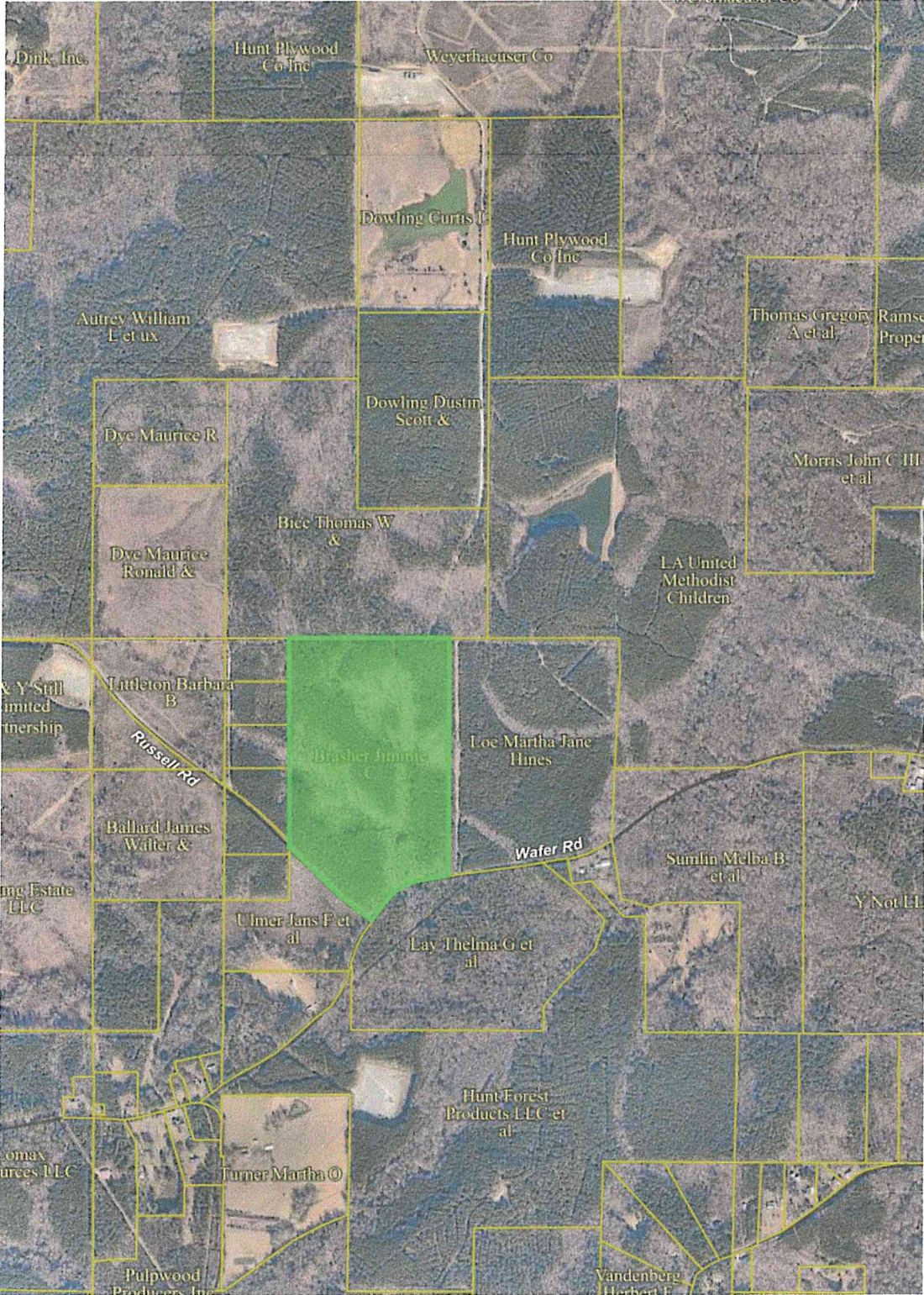
JUDGMENT RENDERED, SIGNED AND FILED in Chambers at Ruston, Lincoln Parish, Louisiana, this ___ day of _____, 2023.

J U D G E

From Union Parish GIS:



From Lincoln Parish GIS – North of Grambling – Northeast of Simsboro



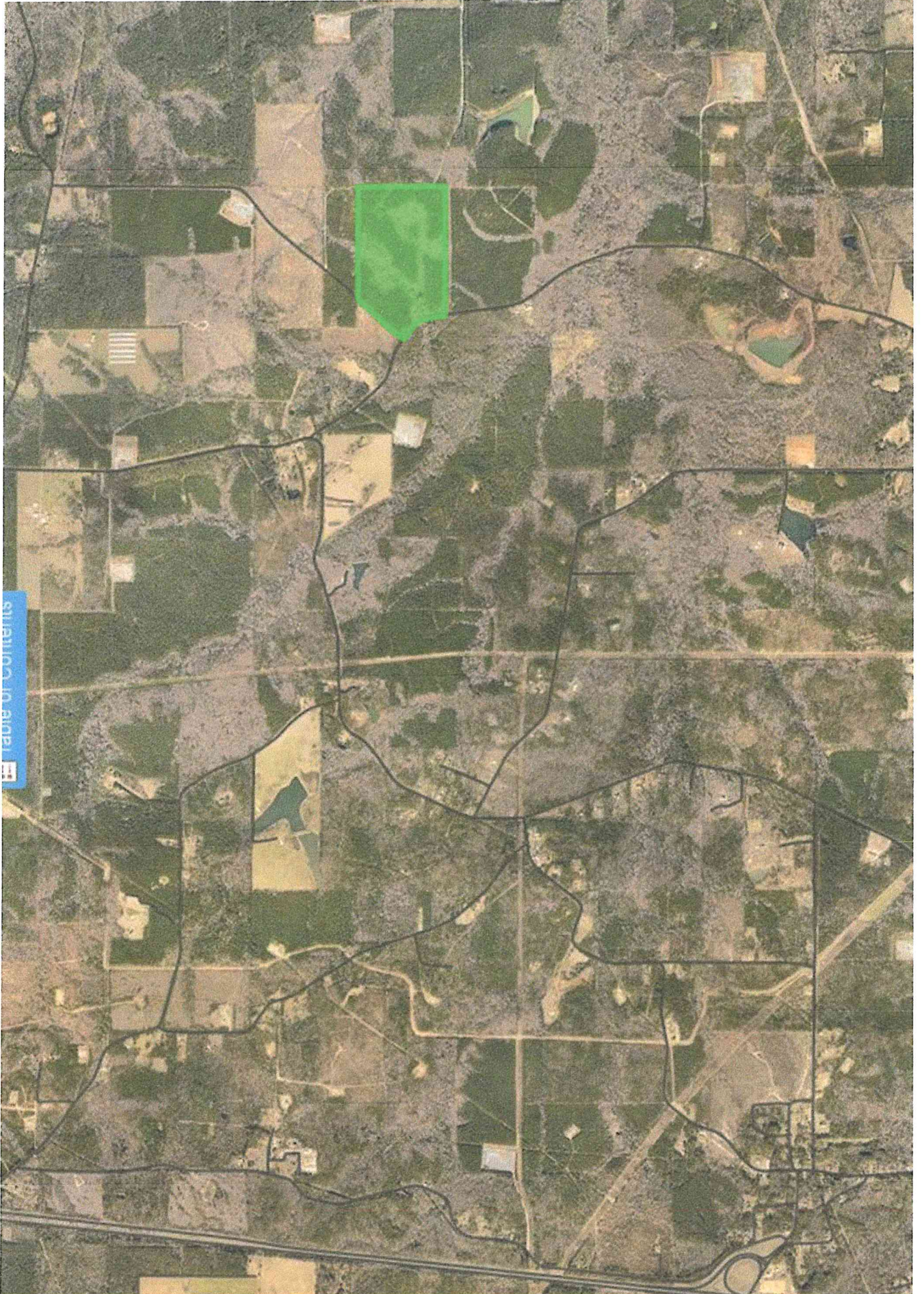


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**BOARD OF SUPERVISORS FOR THE
UNIVERSITY OF LOUISIANA SYSTEM**

FACILITIES PLANNING COMMITTEE

June 13, 2024

Item H.2. Louisiana Tech University's request to name the atrium at Tech Pointe the "*Argent Financial Group Atrium.*"

EXECUTIVE SUMMARY

The University is requesting approval to name the atrium at Tech Pointe, a facility located at the northwest corner of Dr. Dan Reneau Drive and South Homer Street, the "*Argent Financial Group Atrium,*" in recognition of private, philanthropic support for the University.

Argent Financial Group is led by Founder and CEO, Kyle McDonald, a 1981 Louisiana Tech University graduate with a degree in finance. Argent is an independent client asset services firm established in Ruston in 1990 and offers individuals, families, businesses, and institutions wealth management, asset management, and asset servicing. Argent has grown from Ruston to become a regional firm and is among the University's most loyal advocates and supporters.

The specified name shall remain attached to the atrium for the useful life of the facility. Replacement or substantial renovation of the facility shall be considered the end of its useful life.

RECOMMENDATION

It is recommended that the following resolution be adopted.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request to name the atrium at Tech Pointe the "*Argent Financial Group Atrium.*"



H.2.

LOUISIANA TECH
UNIVERSITY®

Office of the President

May 17, 2024

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

Louisiana Tech University requests approval to name the atrium of Tech Pointe, a facility located at the northwest corner of Dr. Dan Reneau Drive & South Home Street, the **Argent Financial Group Atrium**.

Sincerely,

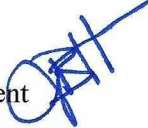
A handwritten signature in blue ink that reads "James B. Henderson".


Dr. James B. Henderson
President



LOUISIANA TECH
UNIVERSITY®

MEMORANDUM

TO: Dr. James B. Henderson, President 

FROM: Devin Ferguson, Assistant Vice President for Philanthropy & Engagement 

CC: Lisa Bradley, Interim Vice President for University Advancement

DATE: May 17, 2024

SUBJECT: Request to Add Agenda Item for Approval of Facility Naming
PREVIOUSLY CONSTRUCTED

I am writing to request the addition of an item to the June 13, 2024 agenda for the meeting of the Board of Supervisors of the University of Louisiana System concerning the naming of the atrium of Tech Pointe, a facility located at the northwest corner of Dr. Dan Reneau Dr. and S. Homer St, to *Argent Financial Group Atrium*, in recognition of private, philanthropic support for the University.

Argent Financial Group is led by Founder and CEO, Kyle McDonald, a 1981 Louisiana Tech University graduate with a degree in finance. Argent is an independent client asset services firm established in Ruston in 1990, and offers individuals, families, businesses, and institutions wealth management, asset management, and asset servicing. Argent has grown from Ruston to become a regional firm that current employs more than 475 employees and is responsible for more than \$85 billion in assets and is among the University's most loyal advocates and supporters.

The specified name shall remain attached to the atrium for the useful life of the facility. Replacement or substantial renovation of the facility shall be considered the end of its useful life.

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

FACILITIES PLANNING COMMITTEE

June 13, 2024

Item H.3. **Nicholls State University’s** request for approval to name the 3rd floor Auditorium located in Ayo Hall, Room 301, College of Nursing, the “*Dr. Sue Westbrook Auditorium.*”

EXECUTIVE SUMMARY

The University is requesting approval to name the College of Nursing 3rd Floor Auditorium located in Ayo Hall, Room 301, the “*Dr. Sue Westbrook Auditorium.*” Dr. Sue Westbrook is a key supporter of the College of Nursing with contributions and service to Nicholls State University for over 50 years.

Dr. Westbrook has been instrumental in designing and securing financial support for the enrollment expansion and the new nursing building for the College of Nursing. The undergraduate in nursing program enrollment expansion required the redesign of the classroom space to accommodate larger cohorts of nursing students. Her work and dedication for the Bachelor of Science in Nursing and Master of Science in Nursing programs have directly contributed to the growth of Nicholls State University and the College of Nursing. Naming the Ayo Hall, Room 301 Auditorium in her honor is a testament to her contributions to the nursing profession and Nicholls community. This naming is for the useful life of the space.

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 Nicholls State University’s request for approval to name the 3rd Floor Auditorium located in Ayo Hall, Room 301, College of Nursing, the “*Dr. Sue Westbrook Auditorium.*”

Executive Summary Attachment A



H.3.

Nicholls State University

Office of the President

P.O. Box 2001 | Thibodaux, LA 70310 | 985.448.4003 | 985.448.4920 [F]

May 22, 2024

Via Electronic Transmittal Only

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

Dear President Gallot:

Nicholls State University requests consideration and approval of the following to be placed on the agenda for the June 13, 2024 meeting of the Board of Supervisors for the University of Louisiana System:

Name the College of Nursing Third Floor Auditorium located in Ayo Hall, Room 301, the "Dr. Sue Westbrook Auditorium".

Thank you for your assistance in this matter.

Sincerely,

Jay Clune, PhD
President

JC/apf

Enclosures

c: Dr. Sue Westbrook, Provost/Vice President for Academic Affairs
Mr. Terry Braud, Vice President for Finance & Administration
Mr. Jonathan Terrell, Vice President for Collegiate Athletics/Athletic Director
Dr. Michele Caruso, Vice President for Student Affairs
Dr. Todd Keller, Vice Provost
Ms. Renee Hicks, Assistant Vice President of Institutional Effectiveness Access & Success
Ms. Alison Hadaway, Director of Human Resources
Mr. Jerad David, Director of Communications
Ms. Paige Thomas, Director of Alumni Affairs
Ms. Paulette Mayon, Controller & Ethics Liaison
Ms. Claire Bourgeois, Faculty Senate President





The auditorium in Ayo Hall, Room 301, has seating for 94 students and is equipped with two projectors and a teaching lectern.

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

FACILITIES PLANNING COMMITTEE

June 13, 2024

Item H.4. **Nicholls State University's** request for approval to enter into a Land Lease with the Nicholls State University Foundation to renovate a section of Hill Hall for the Bridge to Independence Program, as authorized by La. R.S. 17:3361.

EXECUTIVE SUMMARY

The University is requesting approval to enter into a Land Lease with the Nicholls State University Foundation to renovate a section of Hill Hall for the Bridge to Independence Program. The land lease consists of the identified area of Hill Hall which is located at 104 Ellendale Drive on the University campus. The building and the area to be renovated are identified in Exhibit A.

Donations totaling \$1 million were obtained by the Foundation for this project. Nicholls State University will receive a portion of the funds to contract for the remediation of environmental issues with the space. The Foundation will contract the remaining renovation work. The approximate square footage of the area to be leased is approximately 7,748 square feet on the first floor of the building. The warranty of the renovations will be executed in favor of Lessor at time of completion. Plans and specifications for improvements in the Project must be approved by Lessor prior to installation.

The University will grant a one-year period for completion of the project. Upon completion of the project, the Foundation will execute a donation to the University of the value of the completed project. The lease will terminate on June 30, 2025, or upon completion of the construction of the new facilities.

Please refer to the attached site location map and photos of the structures.

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 Nicholls State University's request for approval to enter into a Land Lease with the Nicholls State University Foundation to renovate a section of Hill Hall for the Bridge to Independence Program, as authorized by La. R.S. 17:3361.*

***BE IT FURTHER RESOLVED**, that Nicholls State University 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.*

Executive Summary

June 13, 2024

Page 2

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

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



Nicholls State University

Office of the President

P.O. Box 2001 | Thibodaux, LA 70310 | 985.448.4003 | 985.448.4920 [F]

H.4.

May 22, 2024

Via Electronic Transmittal Only

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

Dear President Gallot:

Nicholls State University requests consideration and approval of the following to be placed on the agenda for the June 13, 2024 meeting of the Board of Supervisors for the University of Louisiana System:

Lease Agreement with Nicholls Foundation for Hill Hall Renovations.

Thank you for your assistance in this matter.

Sincerely,

Jay Clune, PhD
President

JC/apf

Enclosures

- c: Dr. Sue Westbrook, Provost/Vice President for Academic Affairs
- Mr. Terry Braud, Vice President for Finance & Administration
- Mr. Jonathan Terrell, Vice President for Collegiate Athletics/Athletic Director
- Dr. Michele Caruso, Vice President for Student Affairs
- Dr. Todd Keller, Vice Provost
- Ms. Renee Hicks, Assistant Vice President of Institutional Effectiveness Access & Success
- Ms. Alison Hadaway, Director of Human Resources
- Mr. Jerad David, Director of Communications
- Ms. Paige Thomas, Director of Alumni Affairs
- Ms. Paulette Mayon, Controller & Ethics Liaison
- Ms. Claire Bourgeois, Faculty Senate President

EXECUTIVE SUMMARY EXHIBIT A
Page 1 of 2

Campus Location of Leased Space
Hill Hall
Campus of Nicholls State University
104 Ellendale Drive
Thibodaux, LA 70301

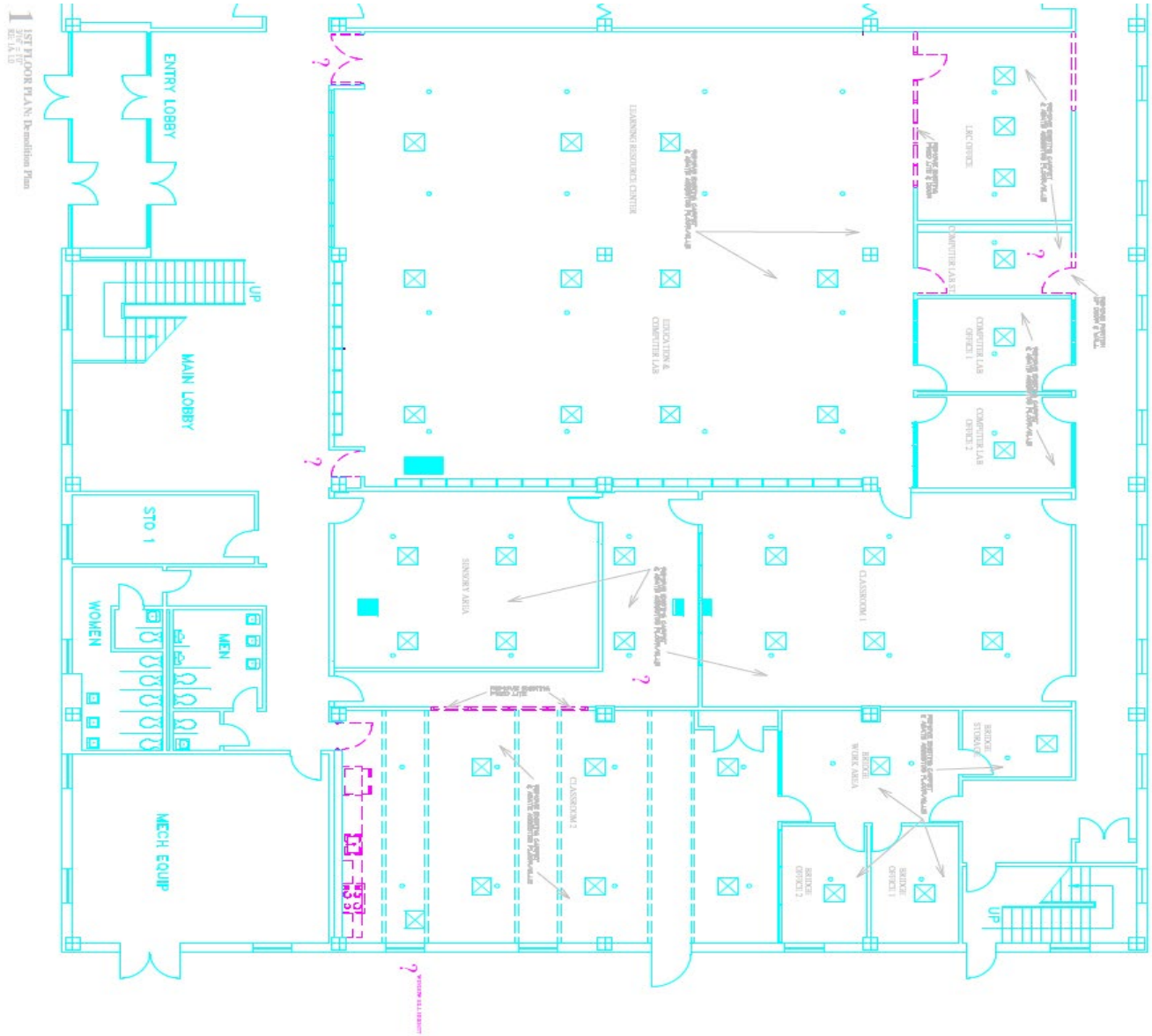


EXECUTIVE SUMMARY EXHIBIT A

Page 2 of 3

Area of First floor to be Renovated – approximately 7,748 Square Feet

Section 1



EXECUTIVE SUMMARY EXHIBIT A
Page 3 of 3

Area of First floor to be Renovated – approximately 7,748 Square Feet

Section 2



GROUND LEASE

**STATE OF LOUISIANA
PARISH OF LAFOURCHE**

KNOW ALL MEN BY THESE PRESENTS THAT:

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM with and on behalf of Nicholls State University, represented herein by Dr. John Clune duly authorized by resolution of said Board of Supervisors,

Hereinafter referred to as "**LESSOR**" and,

NICHOLLS STATE UNIVERSITY FOUNDATION, a non-profit corporation, domiciled in Lafourche Parish, Louisiana, with its address of P. O. Box 2074, Thibodaux, Louisiana 70310, represented herein by its duly authorized representative Christopher Riviere, President of the Nicholls State University Foundation.

Hereinafter referred to as "**TENANT**", have covenanted and agreed as follows:

WITNESSETH

**ARTICLE 1
LEASE OF PROPERTY**

1.1 Lease of Property. **In accordance with R. S. 17:3361**, Lessor, in consideration of the rent, covenants, agreements and conditions hereinafter set forth, which TENANT hereby agrees shall be paid, kept and performed by TENANT, does hereby lease, let, demise and rent exclusively unto Tenant, and Tenant does hereby rent and lease from Lessor the following described property, together with all improvements thereon, all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Lafourche Parish, Louisiana, to-wit:

All the property described on Exhibit A, the "Leased Property".

1.2 Habendum Clause. TO HAVE AND TO HOLD a lease upon the Leased Property unto Tenant, Tenant's heirs and successors.

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

1.4 Purpose. The primary purpose for which Tenant is leasing the Lease Property, and for which Lessor is granting this Lease, is for Tenant to perform renovations to a portion of Hill Hall to renovate a space for the Bridge to Independence Program, as authorized by La. R.S. 17:3361. Hill Hall is located at 104 Ellendale Drive of the campus of Nicholls State University. The lease consists of the area of the building identified in Lease Exhibit A, Approximately 7,748 Square Feet on the first floor of the building. The project cost is approximately \$1 Million Dollars.

ARTICLE 2 TERM

2.1 Term. The term of this Lease shall be for a period commencing on the date of execution and ending at midnight on the 30thj day of June 2025 or at such time as donation of improvements is executed whichever occurs first.

ARTICLE 3 RENT

3.1 Consideration. In consideration of said Lease, Tenant shall pay one dollar (\$1.00) per year and does agree to proceed with the improvements in the Project as defined in Article 1.4 in substantial accordance with standards satisfactory to Lessor.

ARTICLE 4 WARRANTY

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

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

ARTICLE 5 UTILITIES

5.1 Payment. Lessor shall pay all utilities incurred with the operation of the Leased Property, as well as all deposits and service charges in connection therewith.

ARTICLE 6 MAINTENANCE AND REPAIRS

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

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

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

ARTICLE 7 IMPROVEMENTS

7.1 Ownership. Tenant agrees that all permanent improvements or alterations made to the Leased Property shall become the property of Lessor and Tenant shall not be entitled to any credit, reimbursement or payment for such improvements at the time of the donation of the project to the Lessor. At the end of the lease period, Tenant shall donate or execute any other document necessary to convey any movable property which is incidental to or an accessory to the permanent improvement constructed on the Leased Property by Tenant.

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

7.2 Installation of Movables. Tenant shall have the right to install any furniture, fixtures, equipment, machinery or other chattels or property of a similar non-permanent nature on the Leased Property.

7.2.1 Ownership. Lessor agrees that the title to all property placed on the Leased Property by Tenant as described in 7.2 shall be vested and remain with Tenant during the term of this Lease, ceasing at the time of the termination of the Lease and donation of the Project as described herein.

ARTICLE 8 INSURANCE

8.1 Insurance by Tenant. During the term of this Lease Tenant, and the Tenant's contractors and sub-contractors shall, at Tenant's, contractor's and sub-contractor's sole cost and expense, keep and maintain the following policies of insurance for the coverage and amounts set forth under each described insurance. The terms and conditions of said policies shall meet all the standards, specifications, and conditions outlined on the attached Exhibit B.

8.1.1 Builder's Risk and Fire and Extended Coverage. Fire and extended coverage, together with vandalism and malicious mischief insurance for the full insurable value of the Leased Property and all improvements situated on the Leased Property, so as to avoid a co-insurance penalty at the time of any loss.

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

8.1.3 Named Insured. All policies of insurance shall state Lessor as a named insured, and, if applicable, contain a loss payable clause for the benefit of Lessor and/or be properly endorsed with a waiver of subrogation against Lessor.

8.1.4 Non-Cancellation Agreement. Each policy of insurance shall, to the extent obtainable, contain an agreement by the insurer that such policies shall not be canceled unless at least thirty (30) days prior written notice is given to Lessor.

8.2 Certificates of Insurance. Tenant, and the Tenant's contractors and sub-contractors shall provide Lessor, within five (5) days after the effective date of this Lease, certificates of insurance evidencing the effectiveness of the insurance coverage required under 8.1, which certificates of insurance shall bear notations evidencing the payment of premiums or accompanied by other reasonable evidence of such payment by Tenant and Tenant's contractors and sub-contractors.

ARTICLE 9 TAXES AND ASSESSMENTS

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

ARTICLE 10 INDEMNITY

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

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

**ARTICLE 11
ASSIGNMENT OR SUBLEASE**

11.1 Assignment or Sublease. Tenant shall not have the right to assign the Lease in whole or in part, nor sublet the Leased Property, in whole or part, without the prior written consent of Lessor. Any attempted assignment or sublease without the written consent of Lessor shall be null and void as to Lessor.

**ARTICLE 12
DEFAULT**

12.1 Default. If Tenant shall default in any condition or covenant of this Lease, and if such default continues for a period of thirty (30) days after Lessor has notified Tenant of such default and its intention to declare the Lease forfeited, it is thereupon considered terminated or should an execution be issued against Tenant then, and in such event, this Lease shall become null and void.

12.2 In the event of default, Tenant agrees to pay all costs of eviction, repossession, or other judicial remedies available by law and agrees to pay reasonable attorney fees. Lessor shall be entitled to twelve (12%) per annum interest on such amount due after default until paid and said attorney fees shall not be less than (15%) nor more than twenty-five (25%) of the amount due.

**ARTICLE 13
NOTICES**

13.1 Notices. Any notice, communication, and/or consent provided or permitted to be given, made or accepted by either party must be in writing, and unless otherwise expressly provided herein, shall be deemed properly given or served only if delivered personally to the other party hereto or sent by certified mail, return receipt requested, to the respective parties at the following address:

Lessor: Nicholls State University
c/o Terry P. Braud, Jr.
Vice President for Finance and Administration
P. O. Box 2070
Thibodaux, LA 70310

Tenant: c/o Christopher Riviere
President
Nicholls State University Foundation
P. O. Box 2074
Thibodaux, LA 70310

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

ARTICLE 14 SURRENDER OF POSSESSION

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

ARTICLE 15 SPECIFIC PERFORMANCE

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

ARTICLE 16 BINDING EFFECT

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

ARTICLE 17 GENDER

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

**ARTICLE 18
SEVERABILITY**

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

**ARTICLE 19
EFFECTIVE DATE**

19.1 Effective Date. The effective date of this Lease, irrespective of the date of execution by Lessor or Tenant, shall be _____.

THIS DONE AND PASSED in the presence of the undersigned competent witnesses in the City of Thibodaux, Parish of Lafourche, State of Louisiana on this ____ day of ___, 2024.

WITNESSES:

NICHOLLS STATE UNIVERSITY
FOUNDATION

Christopher Riviere, President

NOTARY PUBLIC
Print Name:
Notary ID #
My Commission is: _____

WITNESSES:

NICHOLLS STATE UNIVERSITY

Dr. John Clune, President

NOTARY PUBLIC
Print Name:
Notary ID #
My Commission is: _____

INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability "occurrence" coverage form CG 00 01 (current form approved for use in Louisiana). **"Claims Made" form is unacceptable.**
2. Insurance Services Office form number CA 00 01 (current form approved for use in Louisiana). The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employer's Liability coverage. Exception: Employer's liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees and volunteers, or 2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
 - a. The Agency, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or

on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

- b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, officials, employees, Boards and Commissions or volunteers.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers' compensation coverage only.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

LEASE EXHIBIT A
Page 1 of 3

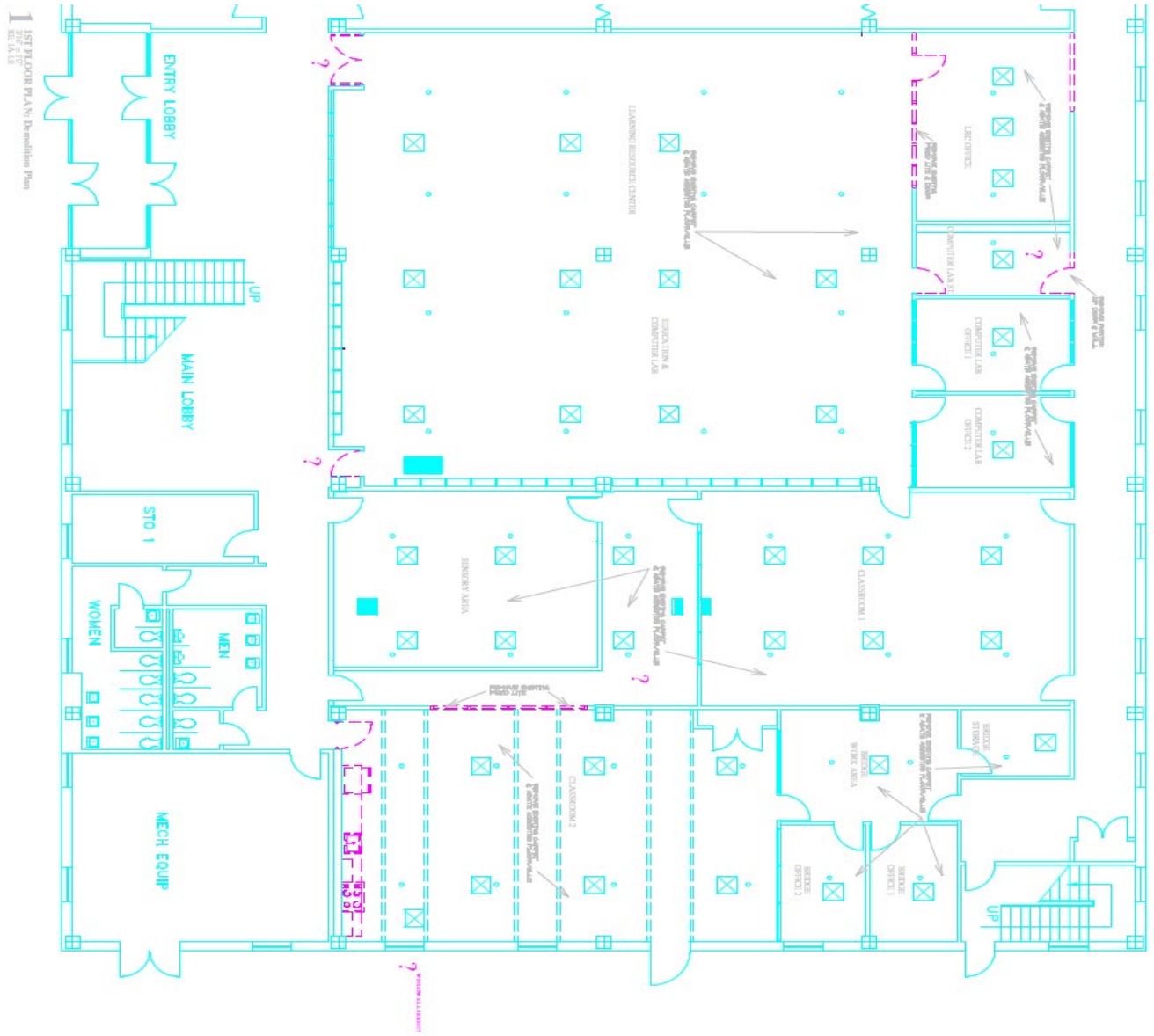
Campus Location of Leased Space
Hill Hall
104 Ellendale Drive, Thibodaux, LA 70301



LEASE EXHIBIT A
Page 2 of 3

Area of First floor to be Renovated – approximately 7,748 Square Feet

Section 1

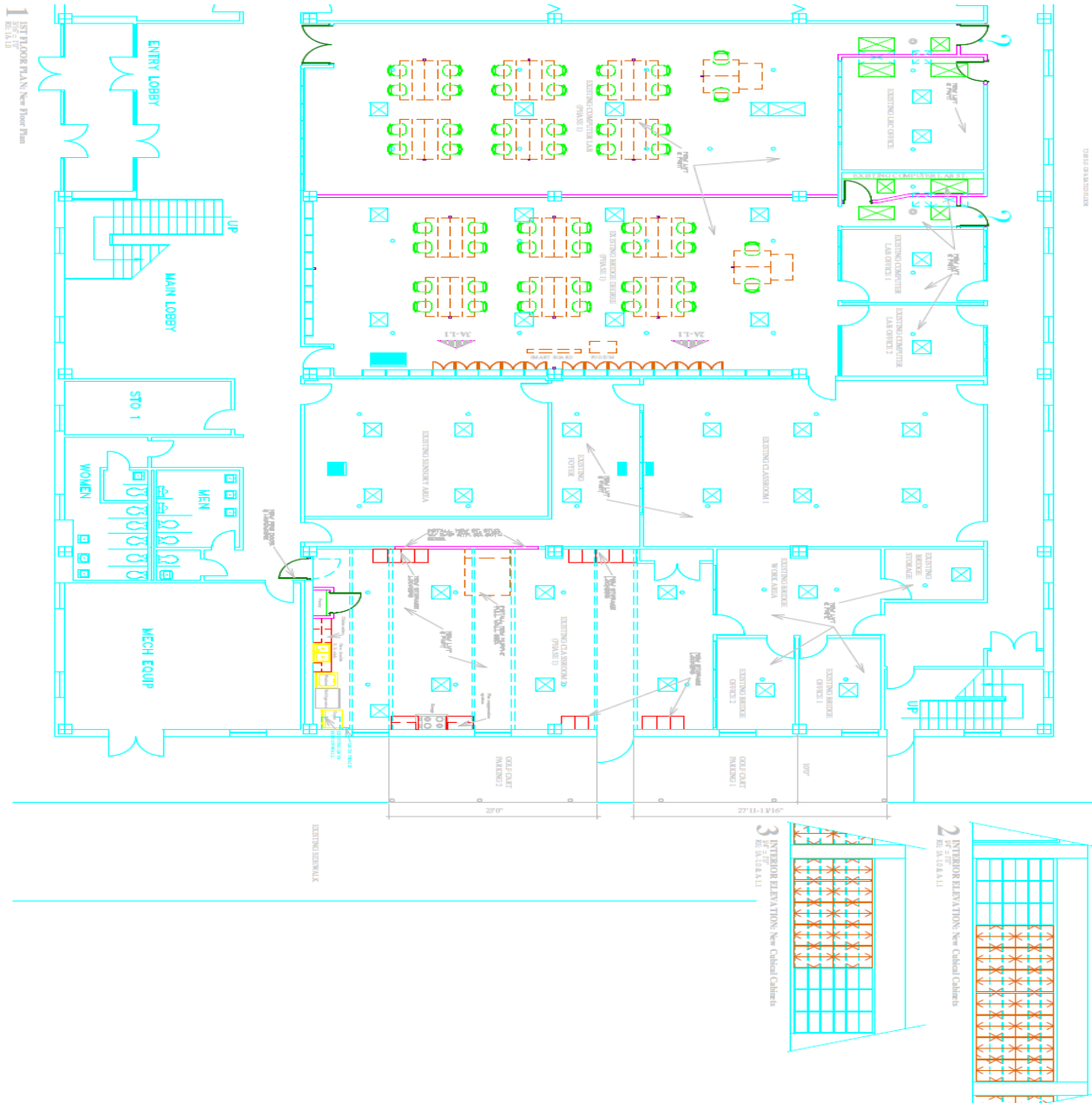


LEASE EXHIBIT A

Page 2 of 3

Area of First floor to be Renovated – approximately 7,748 Square Feet

Section 1



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

FACILITIES PLANNING COMMITTEE

June 13, 2024

Item H.5. **Northwestern State University's** request for approval to enter into a Ground and Facility Lease with the Demons Unlimited Foundation for renovations to the NSU Softball Field, as authorized by La. R.S. 17:3361.

EXECUTIVE SUMMARY

The University is requesting approval to enter into a Ground and Facility Lease with the Demons Unlimited Foundation, a non-profit organization, for renovations to the NSU Softball Field, as authorized by La. R.S. 17:3361. The lease consists of the softball field turf, located on the campus of Northwestern State University. The project cost is approximately \$491,900 to be paid with private funds. The renovation will include installing artificial turf on the entire field. The warranty of the renovations will be executed in favor of Lessor at time of completion. Plans and specifications for improvements in the project must be approved by Lessor prior to installation.

The University will grant a 4-month period for completion of the project. Upon completion of the project, the Foundation will execute a donation to the University of the completed project. The lease will terminate on December 31, 2024, or upon completion of the project.

Please refer to the attached site location map and photos of the structures.

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 Northwestern State University's request to enter into a Ground and Facility Lease with the Demons Unlimited Foundation for renovations to the NSU Softball Field, as authorized by La. R.S. 17:3361.

BE IT FURTHER RESOLVED, that Northwestern State University 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 Northwestern State University or his or her designee is hereby designated and authorized to execute any and all documents associated with said Ground and Facility Lease.

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



H.5.

NORTHWESTERN STATE

Office of the President

May 23, 2024

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

Re: Lease Agreement with Demons Unlimited Foundation for NSU Softball Turf Renovations

Dear President Gallot:

Northwestern State University is submitting a request for the attached *Lease Agreement with Demons Unlimited Foundation for NSU Softball Turf Renovations* be placed on the agenda for approval at the June 2024 Board meeting.

Thank you for your consideration of this request.

Sincerely,

Dr. Marcus Jones
President

Attachment

Established
1884

GROUND LEASE

**STATE OF LOUISIANA
PARISH OF NATCHITOCHES**

KNOW ALL MEN BY THESE PRESENTS THAT:

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM with and on behalf of Northwestern State University, represented herein by Dr. Marcus Jones duly authorized by resolution of said Board of Supervisors,

Hereinafter referred to as "**LESSOR**" and,

DEMONS UNLIMITED FOUNDATION, a non-profit corporation, domiciled in Natchitoches Parish, Louisiana, with its address of 468 Caspari Drive, Natchitoches, Louisiana 71497, represented herein by its duly authorized representative Mike Newton, President of the Demons Unlimited Foundation.

Hereinafter referred to as "**TENANT**", have covenanted and agreed as follows:

WITNESSETH

**ARTICLE 1
LEASE OF PROPERTY**

1.1 Lease of Property. In accordance with R.S. 17:3361 Lessor, in consideration of the rent, covenants, agreements and conditions hereinafter set forth, which TENANT hereby agrees shall be paid, kept and performed by TENANT, does hereby lease, let, demise and rent exclusively unto Tenant, and Tenant does hereby rent and lease from Lessor the following described property, together with all improvements thereon, all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Natchitoches Parish, Louisiana, to-wit:

All the property described on Softball Field Layout Plan #2023-1, the "Leased Property".

1.2 Habendum Clause. TO HAVE AND TO HOLD a lease upon the Leased Property unto Tenant, Tenant's heirs and successors.

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

1.4 Purpose. The primary purpose for which Tenant is leasing the Lease Property, and for which Lessor is granting this Lease, is for Tenant to perform renovations to NSU Softball complex, specifically, the entire softball field playing surface, located at Caspari Street on the campus of Northwestern State University, identified in the Softball Field Layout Plan #2023-1, hereinafter the "Softball Project, at an approximate cost of \$491,900. The renovation, performed by GeoSurfaces, Inc., a licensed Louisiana Contractor #67614, will provide a fully

turfed softball field including areas outside the foul lines and within the fencing surrounding the field. This will include removing and disposing existing organics and turf and performing a complete installation of a vertical-to-horizontal draining synthetic turf, in-filled resilient materials following all Geogreen, Geoflo+, and Geobase installation guide specifications. The warranty of the renovations will be executed in favor of Lessor at time of completion. Plans and specifications for improvements in the project must be approved by Lessor prior to installation.

ARTICLE 2 TERM

2.1 Term. The term of this Lease shall be for a period commencing on the date of August 15, 2024 execution and ending at midnight on the 31st day of December, 2024 or at such time as donation of improvements is executed whichever occurs first.

ARTICLE 3 RENT

3.1 Consideration. In consideration of said Lease, Tenant shall pay one dollar (\$1.00) per year and does agree to proceed with the improvements in the Project as defined in Article 1.4 in substantial accordance with standards satisfactory to Lessor.

ARTICLE 4 WARRANTY

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

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

ARTICLE 5 UTILITIES

5.1 Payment. Lessor shall pay all utilities incurred with the operation of the Leased Property, as well as all deposits and service charges in connection therewith.

ARTICLE 6 MAINTENANCE AND REPAIRS

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

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

6.3 Regulations. Tenant hereby agrees that it shall comply with all laws and

ordinances regulating its operations of Leased Property and that it will secure, at its own expense, all necessary permits and licenses from all governmental agencies or bodies.

ARTICLE 7 IMPROVEMENTS

7.1 Ownership. Tenant agrees that all permanent improvements or alterations made to the Leased Property shall become the property of Lessor and Tenant shall not be entitled to any credit, reimbursement or payment for such improvements at the time of the donation of the project to the Lessor. At the end of the lease period, Tenant shall donate or execute any other document necessary to convey any movable property which is incidental to or an accessory to the permanent improvement constructed on the Leased Property by Tenant.

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

7.2 Installation of Movables. Tenant shall have the right to install any furniture, fixtures, equipment, machinery or other chattels or property of a similar non-permanent nature on the Leased Property.

7.2.1 Ownership. Lessor agrees that the title to all property placed on the Leased Property by Tenant as described in 7.2 shall be vested and remain with Tenant during the term of this Lease, ceasing at the time of the termination of the Lease and donation of the Project as described herein.

ARTICLE 8 INSURANCE

8.1 Insurance by Tenant. During the term of this Lease Tenant, and the Tenant's contractors and sub-contractors shall, at Tenant's, contractor's and sub-contractor's sole cost and expense, keep and maintain the following policies of insurance for the coverage and amounts set forth under each described insurance. The terms and conditions of said policies shall meet all the standards, specifications, and conditions per state policy in Exhibit B.

8.1.1 Builder's Risk and Fire and Extended Coverage. Fire and extended coverage, together with vandalism and malicious mischief insurance for the full insurable value of the Leased Property and all improvements situated on the Leased Property, so as to avoid a co-insurance penalty at the time of any loss.

8.1.2 Comprehensive General Liability Insurance. Comprehensive general liability insurance insuring Tenant and Lessor against liability to the public or to any person using or present on the Leased Property, including the building and improvements located thereon

during the term of the Lease or any extension thereof, which insurance shall be in the amount of \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. Policy coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".

8.1.3 Named Insured. All policies of insurance shall state Lessor as a named insured, and, if applicable, contain a loss payable clause for the benefit of Lessor and/or be properly endorsed with a waiver of subrogation against Lessor.

8.1.4 Non-Cancellation Agreement. Each policy of insurance shall, to the extent obtainable, contain an agreement by the insurer that such policies shall not be canceled unless at least thirty (30) days prior written notice is given to Lessor.

8.2 Certificates of Insurance. Tenant, and the Tenant's contractors and sub-contractors shall provide Lessor, within five (5) days after the effective date of this Lease, certificates of insurance evidencing the effectiveness of the insurance coverage required under 8.1, which certificates of insurance shall bear notations evidencing the payment of premiums or accompanied by other reasonable evidence of such payment by Tenant and Tenant's contractors and sub-contractors.

ARTICLE 9 TAXES AND ASSESSMENTS

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

ARTICLE 10 INDEMNITY

10.1 Indemnity. Tenant, the Tenant's contractors and sub-contractors shall indemnify, defend and hold harmless Lessor of and from any and all suits, claims, actions, causes of action, losses, expenses or damages, including attorney's fees, relating to, in connection with, or arising out of or resulting from the use and enjoyment of the Leased Property and all privileges granted herein by this Lease to Tenant, with respect to all persons, including all agents, employees, servants or invitees of Tenant, as well as all property, whether emanating by way of intentional acts, negligence, non-performance or strict liability, and Lessor is further extended the immunity from liability provided by LSA-R.S. 9:3221. As a further consideration of this contract, Tenant, for itself and its successors, assigns, agents, contractors, employees, invitees, customers and licensees, especially releases Lessor from any and all warranties against vices and/or defects, of the Leased Property and all liability for damages suffered from said vices and/or defects and Tenant obligates itself to hold Lessor harmless against any loss for damages or injuries that may be suffered by any person, including Tenant's agents, contractors, employees, invitees and licensees, caused by or resulting from any defects of the Leased Property. In addition, Tenant agrees to defend Lessor in any legal action against

it and pay in full or satisfy any claims, demands, or judgments made or rendered against Lessor and to reimburse Lessor for any legal expense, including attorney's fees and court costs, which may be incurred by it in defense of any claim or legal action.

**ARTICLE 11
ASSIGNMENT OR SUBLEASE**

11.1 Assignment or Sublease. Tenant shall not have the right to assign the Lease in whole or in part, nor sublet the Leased Property, in whole or part, without the prior written consent of Lessor. Any attempted assignment or sublease without the written consent of Lessor shall be null and void as to Lessor.

**ARTICLE 12
DEFAULT**

12.1 Default. If Tenant shall default in any condition or covenant of this Lease, and if such default continues for a period of thirty (30) days after Lessor has notified Tenant of such default and its intention to declare the Lease forfeited, it is thereupon considered terminated or should an execution be issued against Tenant then, and in such event, this Lease shall become null and void.

12.2 In the event of default, Tenant agrees to pay all costs of eviction, repossession, or other judicial remedies available by law and agrees to pay reasonable attorney fees. Lessor shall be entitled to twelve (12%) per annum interest on such amount due after default until paid and said attorney fees shall not be less than (15%) nor more than twenty-five (25%) of the amount due.

**ARTICLE 13
NOTICES**

13.1 Notices. Any notice, communication, and/or consent provided or permitted to be given, made or accepted by either party must be in writing, and unless otherwise expressly provided herein, shall be deemed properly given or served only if delivered personally to the other party hereto or sent by certified mail, return receipt requested, to the respective parties at the following address:

Lessor: Northwestern State University
 c/o Jennifer Kelly
 Executive Director University Affairs
 140 Central Avenue
 Natchitoches, LA 71497

Tenant: c/o Mike Newton, President
 Demons Unlimited Foundation
 468 Caspari Drive
 Natchitoches, LA 71497

Notice deposited in the mail in the manner set forth above shall be effective, unless

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

ARTICLE 14 SURRENDER OF POSSESSION

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

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

ARTICLE 16 BINDING EFFECT

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

ARTICLE 17 GENDER

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

ARTICLE 18 SEVERABILITY

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

ARTICLE 19

EFFECTIVE DATE

19.1 Effective Date. The effective date of this Lease, irrespective of the date of execution by Lessor or Tenant, shall be August 15, 2024.

THIS DONE AND PASSED in the presence of the undersigned competent witnesses in the City of Natchitoches, Parish of Natchitoches, State of Louisiana on this 8th day of May, 2024.

WITNESSES:

Day Wif
Key Henneja

DEMONS UNLIMITED
FOUNDATION

Mike Newton
Mike Newton, President

Pamela Pratt Edwards

NOTARY PUBLIC

Print Name: Pamela Pratt Edwards

Notary ID # 61307

My Commission is: for life



PAMELA PRATT EDWARDS
NOTARY PUBLIC
Notary ID No. 61307
Natchitoches Parish, Louisiana

WITNESSES:

Hann Wemyer
JSP

NORTHWESTERN STATE UNIVERSITY

Dr. Marcus Jones
Dr. Marcus Jones, President

Pamela Pratt Edwards

NOTARY PUBLIC

Print Name: Pamela Pratt Edwards

Notary ID # 61307

My Commission is: for life



PAMELA PRATT EDWARDS
NOTARY PUBLIC
Notary ID No. 61307
Natchitoches Parish, Louisiana

**** EXHIBIT B ****

INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability "occurrence" coverage form CG 00 01 (current form approved for use in Louisiana). **"Claims Made" form is unacceptable.**
2. Insurance Services Office form number CA 00 01 (current form approved for use in Louisiana). The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

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2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employer's Liability coverage. Exception: Employer's liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees and volunteers, or 2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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 - a. The Agency, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or

on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

- b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, officials, employees, Boards and Commissions or volunteers.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers' compensation coverage only.

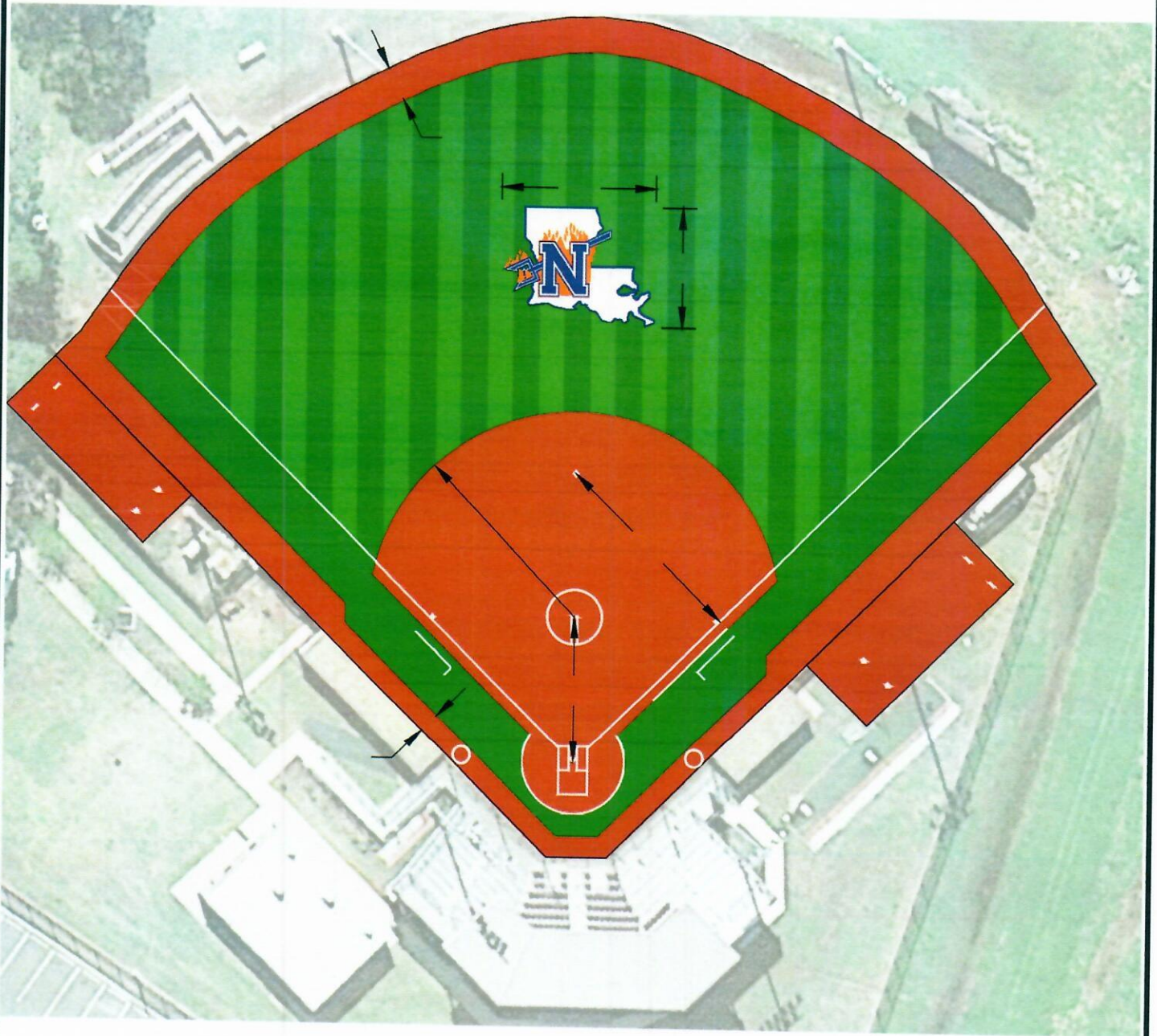
F. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein.

LEASE EXHIBIT A
NORTHWESTERN STATE UNIVERSITY
NSU SOFTBALL COMPLEX
Installing Artificial Turf



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

FACILITIES PLANNING COMMITTEE

June 13, 2024

Item H.6. **Northwestern State University's** request for approval to enter into a Ground and Facility Lease with the Demons Unlimited Foundation for renovations to the NSU Brown-Stroud Field, as authorized by La. R.S. 17:3361.

EXECUTIVE SUMMARY

The University is requesting approval to enter into a Ground and Facility Lease with the Demons Unlimited Foundation, a non-profit organization, for renovations to NSU Brown-Stroud Field, as authorized by La. R.S. 17:3361. The lease consists of the baseball field turf and fencing, located on the campus of Northwestern State University. The project cost is approximately \$1,391,600 to be paid with private funds. The renovation will include removal of current turf on the infield (grass in rest of areas) and installing turf on the entire field and replacing outfield fencing in left field and right field. The warranty of the renovations will be executed in favor of Lessor at time of completion. Plans and specifications for improvements in the project must be approved by Lessor prior to installation.

The University will grant a 4-month period for completion of the project. Upon completion of the project, the Foundation will execute a donation to the University of the completed project. The lease will terminate on December 31, 2024, or upon completion of the project.

Please refer to the attached site location map and photos of the structures.

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 Northwestern State University's request for approval to enter into a Ground and Facility Lease with the Demons Unlimited Foundation for renovations to the NSU Brown-Stroud Field, as authorized by La. R.S. 17:3361.*

***BE IT FURTHER RESOLVED,** that Northwestern State University 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 Northwestern State University or his or her designee is hereby designated and authorized to execute any and all documents associated with said Ground and Facility Lease.

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



NORTHWESTERN STATE

Office of the President

H.6.

May 23, 2024

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

Re: Lease Agreement with Demons Unlimited Foundation for Renovations to the NSU
Brown-Stroud Field

Dear President Gallot:

Northwestern State University is submitting a request for the attached *Lease Agreement with Demons Unlimited Foundation for Renovations to the NSU Brown-Stroud Field* be placed on the agenda for approval at the June 2024 Board meeting.

Thank you for your consideration of this request.

Sincerely,

Dr. Marcus Jones
President

Attachment

Established
1884

GROUND LEASE

STATE OF LOUISIANA
PARISH OF NATCHITOCHES

KNOW ALL MEN BY THESE PRESENTS THAT:

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM with and on behalf of Northwestern State University, represented herein by Dr. Marcus Jones duly authorized by resolution of said Board of Supervisors,

Hereinafter referred to as "**LESSOR**" and,

DEMONS UNLIMITED FOUNDATION, a non-profit corporation, domiciled in Natchitoches Parish, Louisiana, with its address of 468 Caspari Drive, Natchitoches, Louisiana 71497, represented herein by its duly authorized representative Mike Newton, President of the Demons Unlimited Foundation.

Hereinafter referred to as "**TENANT**", have covenanted and agreed as follows:

WITNESSETH

ARTICLE 1 LEASE OF PROPERTY

1.1 Lease of Property. In accordance with R.S. 17:3361 Lessor, in consideration of the rent, covenants, agreements and conditions hereinafter set forth, which TENANT hereby agrees shall be paid, kept and performed by TENANT, does hereby lease, let, demise and rent exclusively unto Tenant, and Tenant does hereby rent and lease from Lessor the following described property, together with all improvements thereon, all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Natchitoches Parish, Louisiana, to-wit:

All the property described on Exhibit A, the "Leased Property".

1.2 Habendum Clause. TO HAVE AND TO HOLD a lease upon the Leased Property unto Tenant, Tenant's heirs and successors.

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

1.4 Purpose. The primary purpose for which Tenant is leasing the Lease Property, and for which Lessor is granting this Lease, is for Tenant to perform renovations to Brown-Stroud Field, specifically, the entire baseball field playing surface and partial replacement of fencing in left field and right field, as well as the first and third baselines, located on the campus of Northwestern State University, identified in the baseball field layout plan #2023-1 and Baseball Field Fence Modifications Plan #1, hereinafter the "Baseball Project, at an approximate cost of

\$1,391,600. The renovation, performed by GeoSurfaces Inc., a licensed Louisiana contractor #67614, will provide a fully turfed baseball field including areas outside the foul lines and bullpen areas within the current permanent fencing surrounding the field. The new fencing (wall) is a Champion Wall Synthetic Polymer meeting all NCAA guidelines for NCAA approved baseball fencing. This will include removing the current fencing in areas to be replaced and disposing existing organics and artificial turf and performing a complete installation of a vertical-to-horizontal draining synthetic turf, in-filled resilient materials following all Geogreen, Geoflo+, and Geobase installation guide specifications. The warranty of the renovations will be executed in favor of Lessor at time of completion. Plans and specifications for improvements in the Project must be approved by Lessor prior to installation.

ARTICLE 2 TERM

2.1 Term. The term of this Lease shall be for a period commencing on the date of August 15, 2024 execution and ending at midnight on the 31st day of December 2024 or at such time as donation of improvements is executed whichever occurs first.

ARTICLE 3 RENT

3.1 Consideration. In consideration of said Lease, Tenant shall pay one dollar (\$1.00) per year and does agree to proceed with the improvements in the Project as defined in Article 1.4 in substantial accordance with standards satisfactory to Lessor.

ARTICLE 4 WARRANTY

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

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

ARTICLE 5 UTILITIES

5.1 Payment. Lessor shall pay all utilities incurred with the operation of the Leased Property, as well as all deposits and service charges in connection therewith.

ARTICLE 6 MAINTENANCE AND REPAIRS

6.1 Obligation to Maintain. Tenant shall be obligated to keep the Leased Property in

a reasonable state of cleanliness, considering the contractual activities contemplated by Tenant.

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

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

ARTICLE 7 IMPROVEMENTS

7.1 Ownership. Tenant agrees that all permanent improvements or alterations made to the Leased Property shall become the property of Lessor and Tenant shall not be entitled to any credit, reimbursement or payment for such improvements at the time of the donation of the project to the Lessor. At the end of the lease period, Tenant shall donate or execute any other document necessary to convey any movable property which is incidental to or an accessory to the permanent improvement constructed on the Leased Property by Tenant.

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

7.2 Installation of Movable. Tenant shall have the right to install any furniture, fixtures, equipment, machinery or other chattels or property of a similar non-permanent nature on the Leased Property.

7.2.1 Ownership. Lessor agrees that the title to all property placed on the Leased Property by Tenant as described in 7.2 shall be vested and remain with Tenant during the term of this Lease, ceasing at the time of the termination of the Lease and donation of the Project as described herein.

ARTICLE 8 INSURANCE

8.1 Insurance by Tenant. During the term of this Lease Tenant, and the Tenant's contractors and sub-contractors shall, at Tenant's, contractor's and sub-contractor's sole cost and expense, keep and maintain the following policies of insurance for the coverage and amounts set forth under each described insurance. The terms and conditions of said policies shall meet all the standards, specifications, and conditions outlined on the attached Exhibit B.

8.1.1 Builder's Risk and Fire and Extended Coverage. Fire and extended coverage, together with vandalism and malicious mischief insurance for the full insurable value of the Leased Property and all improvements situated on the Leased Property, so as to avoid a co-

insurance penalty at the time of any loss.

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

8.1.3 Named Insured. All policies of insurance shall state Lessor as a named insured, and, if applicable, contain a loss payable clause for the benefit of Lessor and/or be properly endorsed with a waiver of subrogation against Lessor.

8.1.4 Non-Cancellation Agreement. Each policy of insurance shall, to the extent obtainable, contain an agreement by the insurer that such policies shall not be canceled unless at least thirty (30) days prior written notice is given to Lessor.

8.2 Certificates of Insurance. Tenant, and the Tenant's contractors and sub-contractors shall provide Lessor, within five (5) days after the effective date of this Lease, certificates of insurance evidencing the effectiveness of the insurance coverage required under 8.1, which certificates of insurance shall bear notations evidencing the payment of premiums or accompanied by other reasonable evidence of such payment by Tenant and Tenant's contractors and sub-contractors.

ARTICLE 9 TAXES AND ASSESSMENTS

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

ARTICLE 10 INDEMNITY

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

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

**ARTICLE 11
ASSIGNMENT OR SUBLEASE**

11.1 Assignment or Sublease. Tenant shall not have the right to assign the Lease in whole or in part, nor sublet the Leased Property, in whole or part, without the prior written consent of Lessor. Any attempted assignment or sublease without the written consent of Lessor shall be null and void as to Lessor.

**ARTICLE 12
DEFAULT**

12.1 Default. If Tenant shall default in any condition or covenant of this Lease, and if such default continues for a period of thirty (30) days after Lessor has notified Tenant of such default and its intention to declare the Lease forfeited, it is thereupon considered terminated or should an execution be issued against Tenant then, and in such event, this Lease shall become null and void.

12.2 In the event of default, Tenant agrees to pay all costs of eviction, repossession, or other judicial remedies available by law and agrees to pay reasonable attorney fees. Lessor shall be entitled to twelve (12%) per annum interest on such amount due after default until paid and said attorney fees shall not be less than (15%) nor more than twenty-five (25%) of the amount due.

**ARTICLE 13
NOTICES**

13.1 Notices. Any notice, communication, and/or consent provided or permitted to be given, made or accepted by either party must be in writing, and unless otherwise expressly provided herein, shall be deemed properly given or served only if delivered personally to the other party hereto or sent by certified mail, return receipt requested, to the respective parties at the following address:

Lessor: Northwestern State University
 c/o Jennifer Kelly
 Executive Director University Affairs
 140 Central Avenue
 Natchitoches, LA 71497

Tenant: c/o Mike Newton, President

Demons Unlimited Foundation
468 Caspari Drive
Natchitoches, LA 71497

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

ARTICLE 14 SURRENDER OF POSSESSION

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

ARTICLE 15 SPECIFIC PERFORMANCE

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

ARTICLE 16 BINDING EFFECT

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

ARTICLE 17 GENDER

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

ARTICLE 18 SEVERABILITY

18.1 Severability. If any provisions of this Lease shall be construed to be illegal or

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

**ARTICLE 19
EFFECTIVE DATE**

19.1 Effective Date. The effective date of this Lease, irrespective of the date of execution by Lessor or Tenant, shall be August 15, 2024.

THIS DONE AND PASSED in the presence of the undersigned competent witnesses in the City of Natchitoches, Parish of Natchitoches, State of Louisiana on this 11th day of May, 2024.

WITNESSES:

[Signature]
[Signature]

DEMONS UNLIMITED
FOUNDATION

[Signature]
Mike Newton, President

Pamela Pratt Edwards
NOTARY PUBLIC

Print Name: Pamela Pratt Edwards
Notary ID # 61307

My Commission is: for Life



PAMELA PRATT EDWARDS
NOTARY PUBLIC
Notary ID No. 61307
Natchitoches Parish, Louisiana

WITNESSES:

[Signature]
[Signature]

NORTHWESTERN STATE UNIVERSITY

[Signature]
Dr. Marcus Jones, President

Pamela Pratt Edwards

NOTARY PUBLIC

Print Name: Pamela Pratt Edwards

Notary ID # 61307

My Commission is: for Life



PAMELA PRATT EDWARDS
NOTARY PUBLIC
Notary ID No. 61307
Natchitoches Parish, Louisiana

**** EXHIBIT B ****

INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability "occurrence" coverage form CG 00 01 (current form approved for use in Louisiana). **"Claims Made" form is unacceptable.**
2. Insurance Services Office form number CA 00 01 (current form approved for use in Louisiana). The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employer's Liability coverage. Exception: Employer's liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees, and volunteers, or 2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
 - a. The Agency, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or

on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied, or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees, or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

- b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, officials, employees, Boards and Commissions or volunteers.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers' compensation coverage only.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. SUBCONTRACTORS

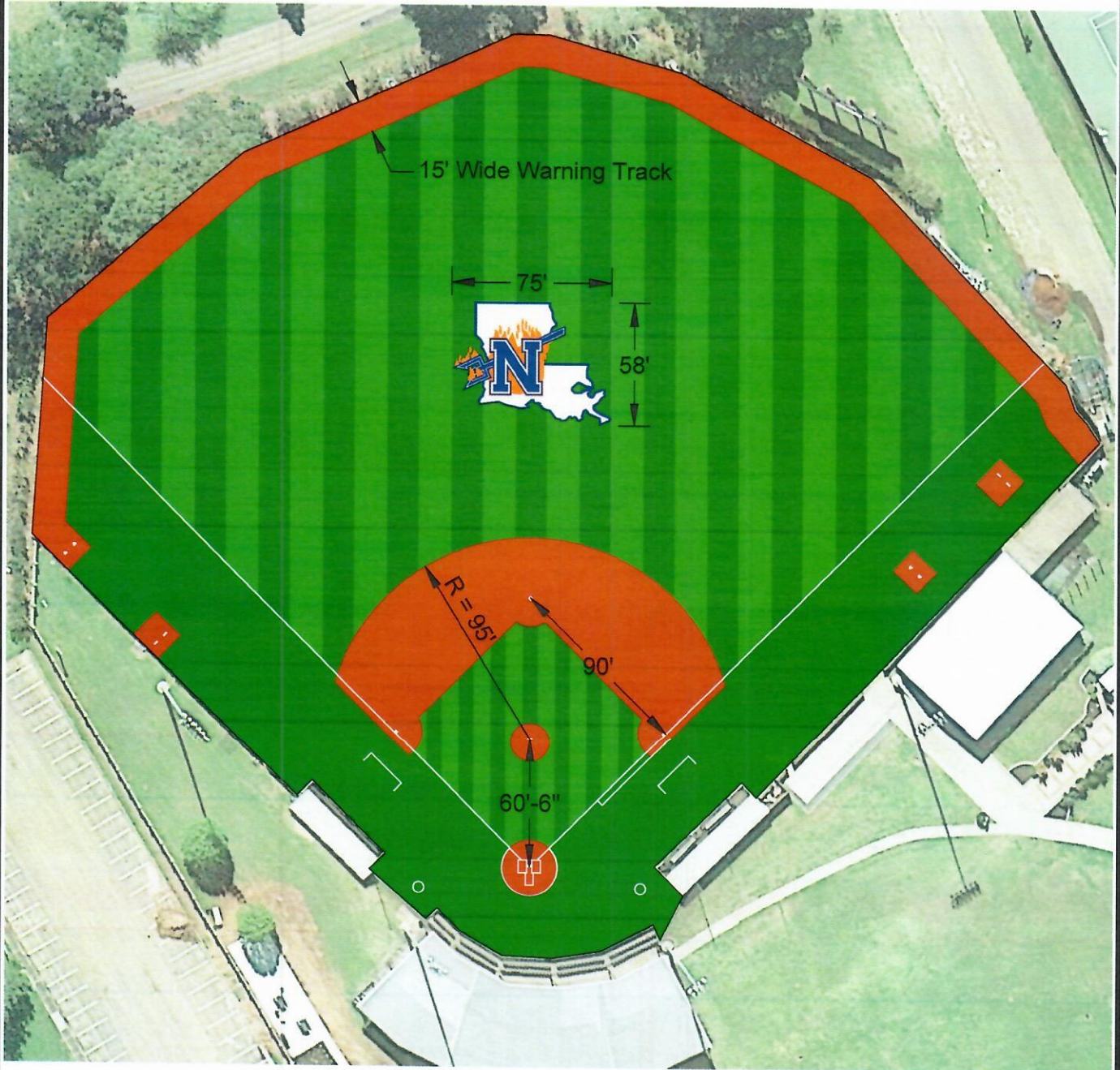
Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

LEASE EXHIBIT A
NORTHWESTERN STATE UNIVERSITY
NSU Brown-Stroud Field
Installing Artificial Turf
Installing Champion Wall

Northwestern State University
Natchitoches, LA

Baseball Field Layout Plan #2023-1

Scale: 1" = 70'
April 28, 2023

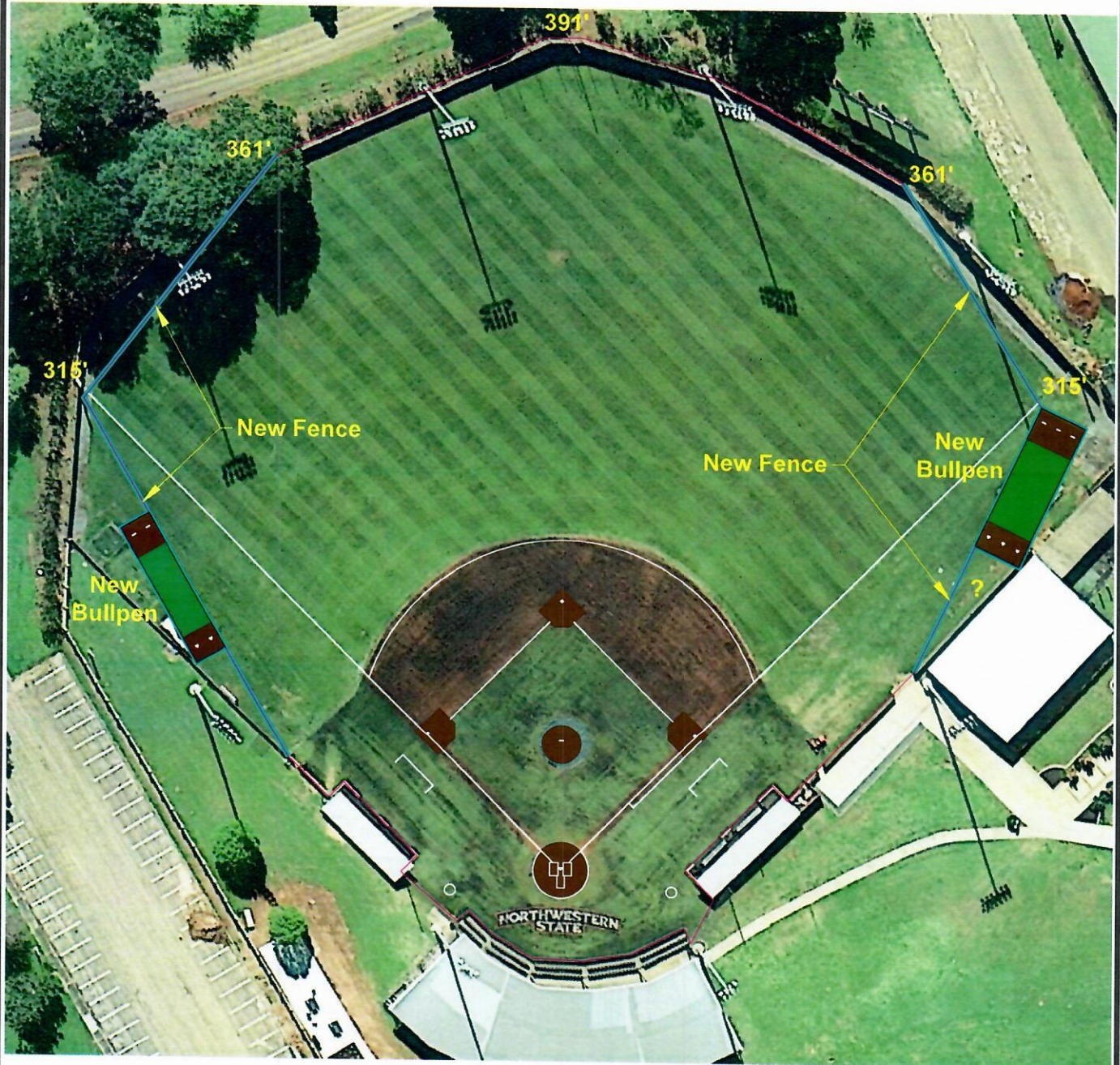


Northwestern State University
Natchitoches, LA

Baseball Field Fence Modifications Plan #1

Scale: 1" = 70'

Date: May 16, 2024



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

FACILITIES PLANNING COMMITTEE

June 13, 2024

Item H.7. **Southeastern Louisiana University's** request for approval of three naming opportunities.

EXECUTIVE SUMMARY

The University is requesting to name the reception area in the Southeastern Foundation Center the "***F.J. Guerin, Jr. 1952 Welcome Room.***" Loyal alumnus F.J. Guerin received his degree in Social Studies Education in 1952. After Southeastern, he went into the Air Force and then became a commercial pilot for TWA. During his lifetime, he held the distinction of being Southeastern's longest consecutive donor and regularly returned to campus for annual Homecoming events. Upon his passing, the University received \$184,214 which became the seed funding for moving the offices of University Advancement and Development to the Southeastern Inn. We find it most appropriate to name the Welcome Room for one of our most loyal and generous alumni. This naming is for as long as University Advancement and Development are housed in this space.

The University is requesting to name the conference room in the Southeastern Foundation Center, the "***Gaylord M. Bickham Conference Room.***" Southeastern friend, Gaylord Bickham, owned and managed the Bickham Oil Company in Franklinton, serving Washington and surrounding parishes. He served as a director on the boards of numerous financial and business institutions. Many of his friends and family members attended Southeastern. As an acute businessman, he was very fond of Southeastern because of the quality education and University experience it offers to the people in the southeast region. Upon his passing, the University received \$126,257, which continued the funding for the project to move the offices of University Advancement and Development to the Southeastern Inn. We find it most appropriate to name the Conference Room in memory of this generous businessman. This naming is for as long as University Advancement and Development are housed in this space.

The University is requesting to change the name of the Southeastern Inn to the "***Southeastern Foundation Center.***" Built in 1940, the Inn has been the home to eleven Southeastern presidents. After 2005, the facility became the temporary abode of faculty in residence and esteemed University guests. With two generous bequests to initiate the project, the Southeastern Foundation Board of Directors voted to provide the funding to update the facility and house offices for the Division of University Advancement and Development Office staff. The Foundation's total investment in the project has been \$586,344 to date. Of this amount, the Foundation funded \$275,873 from its surplus. Renaming the Southeastern Inn heightens the critical importance of the University's Foundation in its philanthropic work. This named physical

location will bring attention to its purpose and further develop the culture of philanthropy on Southeastern's campus. This naming is for as long as University Advancement and Development are housed in this space, a donor is secured for this naming purpose, or the Southeastern Foundation should cease to exist.

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 Southeastern Louisiana University's request for approval to name the reception area in the Southeastern Foundation Center the "F.J. Guerin, Jr. 1952 Welcome Room," to name the conference room in the Southeastern Foundation Center, the "Gaylord M. Bickham Conference Room," and to change the name of the Southeastern Inn to the "Southeastern Foundation Center."*



H.7.

May 23, 2024

Richard J. Gallot, Jr.
President, University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, Louisiana 70802

Dear President Gallot:

Southeastern requests Board approval to name the reception area in the Southeastern Inn (state ID S03235) the "*F. J. Guerin, Jr. 1952 Welcome Room.*"

Loyal alumnus F. J. Guerin received his degree in Social Studies Education in 1952. After Southeastern, he went into the Air Force and then became a commercial pilot for TWA. During his lifetime, he held the distinction of being Southeastern's longest consecutive donor and regularly returned to campus for annual Homecoming events.

Upon his passing, the University received \$184,214 which became the seed funding for moving the offices of University Advancement and Development to the Southeastern Inn. We find it most appropriate to name the Welcome Room for one of our most loyal and generous alumni. The naming is for as long as University Advancement and Development are housed in this space.

I respectfully request that you place this item on the agenda for the June 13, 2024, meeting of the Board of Supervisors.

Sincerely,

William S. Wainwright, Ph.D.
President



May 23, 2024

Richard J. Gallot, Jr.
President, University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, Louisiana 70802

Dear President Gallot:

Southeastern requests Board approval to name the conference room in the Southeastern Inn (state ID S03235) the ***“Gaylord M. Bickham Conference Room.”***

Southeastern friend, Gaylord Bickham, owned and managed the Bickham Oil Company in Franklinton, serving Washington and surrounding parishes. He served as a director on the boards of numerous financial and business institutions. Many of his friends and family members attended Southeastern. As an acute businessman, he was very fond of Southeastern because of the quality education and University experience it offers to the people in the southeast region.

Upon his passing, the University received \$126,257 which continued the funding for the project to move the offices of University Advancement and Development to the Southeastern Inn. We find it most appropriate to name the Conference Room in memory of this generous businessman. This naming is for as long as University Advancement and Development are housed in this space.

I respectfully request that you place this item on the agenda for the June 13, 2024, meeting of the Board of Supervisors.

Sincerely,

William S. Wainwright
President



May 23, 2024

Richard J. Gallot, Jr.
President, University of Louisiana System
1201 North Third Street, Suite 7-300
Baton Rouge, Louisiana 70802

Dear President Gallot:

Southeastern requests Board approval to rename the Southeastern Inn (state ID S03235) the “*Southeastern Foundation Center.*”

Built in 1940, the Inn has been the home to eleven Southeastern presidents. After 2005, the facility became the temporary abode of faculty in residence and esteemed University guests.

With two generous bequests to initiate the project, the Southeastern Foundation Board of Directors voted to provide the funding to update the facility and house offices for the Division of University Advancement and Development Office staff. The Foundation’s total investment in the project has been \$586,344 to date. Of this amount, the Foundation funded \$275,873 from its surplus.

Renaming the Southeastern Inn heightens the critical importance of the University’s Foundation in our philanthropic work. This named physical location will bring attention to its purpose and further develop the culture of philanthropy on Southeastern’s campus. This naming is for as long as University Advancement and Development are housed in this space; a donor is secured for this naming purpose; or the Southeastern Foundation should cease to exist.

I respectfully request that you place this item on the agenda for the June 13, 2024, meeting of the Board of Supervisors.

Sincerely,

William S. Wainwright, Ph.D.
President

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

FACILITIES PLANNING COMMITTEE

June 13, 2024

Item H.8. **University of Louisiana at Lafayette’s** request for approval to increase the budget for self-managed Act 959 Project Facility Planning and Control delegated authority allowing the University to oversee and manage the NIH C06 Grant Construction Project of Building 29 Laboratories renovations to be located on 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, 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 \$2,568,034 following the standard design, bid, build construction process. Updated and current Federal National Institute of Health design requirements for completing this project have increased the construction cost up to approximately \$6,000,000. 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 federal funding requires that the project be completed, and all federal funds expended and fully paid by May 31, 2027. There will be a 20-year time period (through 2047), 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 ULS Board of Supervisors, 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 ULS Board 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 to increase the budget limit for the previously approved NIH C06 Grant Construction Budget of Building 29 Laboratories Renovations not to exceed the \$10,000,000 limit for the Act 959 Project with Facility Planning and Control delegated authority to be located on the New Iberia Research Center campus of the University of Louisiana at Lafayette in New Iberia, Louisiana.*

***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.*



University of Louisiana at Lafayette

OFFICE OF THE PRESIDENT

H.8.

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

May 23, 2024

Université des Acadiens

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:

I am requesting approval to increase the budget for a previously approved Act 959 project, allowing the University of Louisiana at Lafayette to manage the NIH C06 Grant Construction Project for renovating Building 29 Laboratories at the New Iberia Research Center.

Initially approved for \$2,568,034, updated NIH design requirements and increased cost estimates have raised the projected cost to approximately \$6,000,000. To avoid further delays, we seek authorization for the New Iberia Research Center to use its self-generated funds to cover the additional costs, not exceeding the \$10,000,000 limit set by Act 959.

Federal funds must be fully expended by May 31, 2027, with a subsequent 20-year oversight period to ensure continued biomedical research use. Facility Planning and Control supports this budget increase and has advised us to obtain necessary approvals from the ULS Board of Supervisors, Louisiana Board of Regents, and the Louisiana Joint Legislative Committee on the Budget.

Due to the limited availability of NIH C06 grant funds, timely approval is essential.

Please include this item on the agenda for the June 2024 Board of Supervisors meeting.

Sincerely,

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

E. Joseph Savoie
President

SVC

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

FACILITIES PLANNING COMMITTEE

June 13, 2024

Item H.9. **University of Louisiana at Lafayette’s** request for authorization to enter into Purchase and Sale Agreements for the acquisition of certain properties located in Lafayette from George Oscar Petro, and Agnes Hamilton LeBlanc.

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 (1) 1540 Johnston Street and 114 Mildred Street, located in Lafayette, (“Petro Property”) from George Oscar Petro, and (2) 907 St. Landry Street (“LeBlanc Property”), also located in Lafayette, from Agnes Hamilton LeBlanc, to benefit the University. The Petro Property and the LeBlanc Property are 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. These acquisitions are part of the appropriated total \$2 million in Capital Outlay Funds.

The University has obtained an appraisal from a certified appraiser to determine the fair market value of the Petro Property. The fair market value of the Petro Property is \$510,000. The University has obtained an appraisal from a certified appraiser to determine the fair market value of the LeBlanc Property. The fair market value of the LeBlanc Property is \$220,000.

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 Purchase and Sale Agreement for the purchase of the Petro Property in the amount of \$510,000, and the execution of a Purchase and Sale Agreement for the purchase of the LeBlanc Property in the amount of \$220,000, 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 Purchase and Sale Agreements for the acquisition of certain properties located in Lafayette from George Oscar Petro, and Agnes Hamilton LeBlanc.*

***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 Petro Property and the LeBlanc Property at such times as deemed appropriate to facilitate the purchase transaction.*

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



May 23, 2024

Université des Acadiens

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:

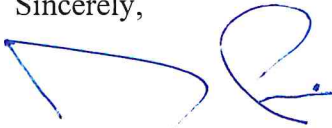
I am requesting authorization to enter into Purchase and Sale Agreements for properties in Lafayette from George Oscar Petro and Agnes Hamilton LeBlanc.

Under La. R.S. 17:3351(A)(6), the Board is authorized to purchase land for the university system, subject to Board of Regents approval and applicable laws. The University of Louisiana at Lafayette plans to acquire 1540 Johnston Street and 114 Mildred Street ("Petro Property") from George Oscar Petro, and 907 St. Landry Street ("LeBlanc Property") from Agnes Hamilton LeBlanc. These properties are adjacent to existing university properties.

The University was allocated \$2 million in Capital Outlay Savings Funds for Land Acquisition, through Act 465 of the 2023 Regular Louisiana Legislative Session. The acquisition costs for these properties will come from this allocation. The fair market value of the Petro Property is appraised at \$510,000. An appraisal for the LeBlanc Property, listed at \$225,000, is forthcoming.

Upon Board approval, the University of Louisiana at Lafayette will proceed, with the assistance of System staff, legal counsel, and other appropriate State agencies, to execute a Purchase and Sale Agreement for the Petro Property at \$510,000 and for the LeBlanc Property at the appraised value, in accordance with Louisiana laws and regulations.

Please include this item on the agenda for the June 2024 Board of Supervisors meeting.

Sincerely,

E. Joseph Savoie
President

svc
Attachments

STATE OF LOUISIANA

PARISH OF LAFAYETTE

PURCHASE AND SALE AGREEMENT

BE IT KNOWN that before the undersigned Notaries Public, and in the presence of the undersigned competent witnesses, personally came and appeared:

GEORGE OSCAR PETRO, of the full age of majority and a resident of Lafayette Parish, Louisiana, whose mailing address is 206 Dover Drive, Lafayette, Louisiana 70503.

(hereinafter referred to as "*Petro*");

and

THE STATE OF LOUISIANA, herein represented by and appearing through Taylor F. Barras, Commissioner of Administration, Division of Administration, pursuant to that particular appropriation, House Bill No. 2, Act No. 465, Item No. 1821, whose mailing address is Post Office Box 94095, Baton Rouge, Louisiana 70804-9095;

(hereinafter referred to as "*Commissioner*");

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM, a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the University of Louisiana at Lafayette (the "*University*"), herein represented by the President of the University, E. Joseph Savoie, duly authorized, whose mailing address is P. O. Drawer 41008, Lafayette, LA 70504;

(hereinafter referred to as "*Board*");

(Commissioner and Board collectively referred to as "*State*");

each of whom did execute this Purchase and Sale Agreement (the "*Agreement*"), to be effective as of the date of the last signature hereto (the "*Agreement Date*").

NOW, THEREFORE, in consideration of the promises, covenants, terms, conditions, representations and warranties contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Petro Premises.** Petro shall transfer to the State on the terms and conditions set forth herein, all of Petro's interest with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty that Petro has or may have against all preceding owners and vendors, subject to permitted exceptions, in and to certain improved real property more particularly described as 1540 Johnston Street and 114 Mildred Street, Lafayette,

LA 70503 (the “**Petro Property**”), being more fully described on Exhibit A attached hereto and incorporated by reference herein (the legal descriptions will be revised and finalized once the current plat of survey has been completed on the Petro Property), together with the following, to the extent transferable by law:

(a) all rights and income pursuant to any leases, subleases, tenancies, and other agreements or rights of possession, recorded or unrecorded, pro-rated as of the Closing date for the month of the Closing as set forth in Section 5 below respecting all or any part of the Petro Property (collectively, the “**Leases**”) all of which are set forth in Exhibit B attached hereto and incorporated by reference herein.

(b) all improvements located on the Petro Property, including, but not limited to, a restaurant building containing approximately 3,521 square feet, including land, parking, asphalt drive, signage and landscaping, for a total of approximately 20,146 square feet or 0.4625 acres, together with any and all heating, ventilation, air conditioning, electrical, telephone, internet access, security, sewage treatment and water treatment or service systems, landscaping and parking improvements and any and all other fixtures or improvements, attached thereto or used therein (collectively, the “**Petro Improvements**”);

(c) all approvals, authorizations, warranties, consents, licenses, permits, privileges, rights, variances and waivers relating to the Petro Property from any federal, state, county, municipal or other governmental or quasi-governmental agency, department, board, commission, bureau or other entity or instrumentality having jurisdiction over the Petro Property, if any, including, but not limited to, those with respect to building, effluent control, environmental protection, fire, foundation, pollution control, use, water use or access, utilities and zoning heretofore held by or granted to Petro;

(d) any and all easements, rights and privileges appurtenant thereto, including, but not limited to, all right, title and interest of Petro in and to any land lying in the bed of any street, road or avenue opened or proposed in front of or adjoining the Petro Property, and all riparian rights (including all rights of access and use of any water or waterways adjacent to the Petro Property); and

All of the foregoing being collectively referred to as the “**Petro Premises**”.

2. Purchase Price. The State shall pay to Petro the sum of Five Hundred Ten Thousand and No/100 (**\$510,000.00**) Dollars (the “**Purchase Price**”) for the Petro Premises. The Purchase Price shall be paid to Petro at Closing via wire transfer of immediately available funds.

Following the execution of this Agreement and prior to the Closing hereunder, Petro will not accept any offers for the acquisition of the Petro Premises or any portion thereof, unless the same are expressly conditioned upon the failure of this Agreement and the transfer contemplated herein to Close.

3. Conditions Precedent to Closing. The State’s and Petro’s obligations hereunder are subject to the satisfaction of the following conditions:

(a) Commencing on the Agreement Date and continuing for forty-five (45) days thereafter (the “*Due Diligence Period*”), the State shall have the right to conduct such zoning, use, wetlands, engineering, environmental, structural integrity and feasibility studies and any other inspections or studies, including soil tests, borings, compaction, drainage tests and similar tests, studies or inspections, of the Petro Premises, as the State deems necessary. Such inspections, tests and studies shall be conducted by the State at its sole cost and expense. Upon twenty-four (24) hours advance notice, Petro agrees to allow the State, its agents, employees and representatives, reasonable access to the Petro Premises to conduct such tests, studies or inspections. In the event the State is not satisfied with the results of any tests, studies or inspections, then the State, at any time during the Due Diligence Period and in its sole discretion, may terminate this Agreement by giving written notice thereof to Petro and the parties shall thereupon be released from any further obligations hereunder. The State’s failure to conduct any of the inspections, tests or studies specified above, or to object to the results of the same, within the Due Diligence Period shall be deemed to be a waiver of the condition precedent regarding that inspection, test or study. The parties acknowledge, however, that in the event the State is satisfied and/or this condition precedent is waived, nothing contained herein shall be construed as prohibiting the State from reasonable access to the Petro Premises or from conducting additional studies, inspections and tests after the expiration of the Due Diligence Period, provided such access shall not unreasonably interfere with Petro’s use of the Petro Premises. The State shall comply with all notice requirements pertaining to such investigations in any of the Leases.

(b) Within ten (10) days following the Agreement Date, Petro shall provide the State or the State’s agents and representatives all of the following within Petro’s possession (the “*Document Inspection*”):

- (i) The Leases;
- (ii) Tax bills for the Petro Premises for the years 2021-2023 and the current year to date;
- (iii) All insurance claims over the last two (2) years by Petro or any other person concerning or relating to the Petro Premises;
- (iv) All permits, variances, licenses and such other documents required or granted by any governmental agency, insurer or lender, or applied for, in connection with Petro’s ownership, lease, sublease or operation of the Petro Premises, including those maintained by any tenants;
- (v) Any and all other written documentation related to or affecting any portion of the Petro Premises, including, but not limited to, warranty agreements, agreements related to wetlands, notices from any tenant and/or governmental department or agency; and
- (vi) The State shall have ten (10) business days following its receipt of all such information and documents to review and accept the same; *provided*,

however, in no event shall such period extend beyond the Due Diligence Period unless such documents or information were received by the State twenty (20) days or less before the end of the Due Diligence Period in which event the State shall have an additional twenty (20) days beyond the Due Diligence Period to review and accept or reject the same.

(c) The conditions of the title to the Petro Premises and survey and environmental matters shall have been approved by the State in accordance with the procedures set forth in Sections 11, 12, and 13.

(d) Prior to Closing, the State shall have received an executed original of Petro's certification of non-foreign status made pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended (the "**Code**"), and in a form substantially similar to Exhibit C attached hereto and incorporated by reference herein (the "**FIRPTA Affidavit**").

(e) Prior to Closing, the State shall have received any amendments to any Leases as the State shall have deemed necessary or appropriate in its sole and absolute discretion.

(f) The State shall have the periods specified herein in which to determine whether the applicable conditions set forth are satisfied. If any of the conditions specified in Sections 3(a), 3(b), 3(d), 3(e), 11, 12, or 13 are not satisfied, in the sole judgment of the State, the State may, prior to expiration of the time specified in said Sections for satisfaction thereof, elect to terminate this Agreement upon written notice to Petro and Petro's attorney, in which event none of the parties hereto shall have any further rights or obligations hereunder.

(g) 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 Regents; and the Louisiana Department of Administration Office of Facility Planning and Control.

(h) The State agrees that a copy of all due diligence documents that it may have obtained during this Due Diligence Period and thereafter pertaining to the Petro Property shall be forwarded to Petro within five (5) days of receipt.

4. Risk of Condemnation and Loss.

(a) If any governmental entity or any other entity with the power of condemnation, appropriation or takings (collectively, "**condemnation**") gives Petro notice that it intends to commence condemnation of or commences condemnation for all or any portion of or interest in the Petro Premises, or the Petro Improvements thereto, Petro shall immediately notify the State of such event. In such event, the State may, at its option, within fifteen (15) days of receipt of such notice from Petro, terminate this Agreement and thereafter this Agreement shall be null and void and none of the parties hereto shall have any further rights or obligations under this Agreement. Should the State elect not to exercise the foregoing option to terminate this Agreement, Petro shall appoint the State as its nonexclusive agent to conduct all negotiations with the condemning party and, at

Closing, shall assign to the State all of its rights against the condemning party or to proceeds received from the condemning party. In such case, the transfer provided for herein shall be closed without reduction in or adjustment to the Purchase Price. The State shall provide Petro with copies of all correspondence pertaining to any negotiations in this paragraph.

(b) All risk of loss or damage to the Petro Premises from fire, weather or other casualty shall remain with Petro to the date of transfer of title. If, prior to Closing, the Petro Premises or any portion thereof, is totally destroyed or partially damaged by any casualty, Petro shall promptly so notify the State, and the State shall have the right, for a period of fifteen (15) days after receipt of such notice, to terminate this Agreement by written notice to Petro. If this Agreement is terminated pursuant to Section 4(b), this Agreement shall be null and void and neither of the parties hereto shall have any further rights or obligations hereunder. If this Agreement is not terminated, the parties shall proceed to Closing and the State shall receive any and all proceeds from any and all insurance policies maintained by Petro on the Petro Premises. Petro shall assign to the State all of its rights and interests in and to such policies and proceeds on the Petro Premises immediately upon such an election and shall continue thereafter and after the Closing hereunder to aid and cooperate with the State in securing the proceeds of any such insurance policies.

Notwithstanding the above, the Closing Date shall be postponed (by no more than sixty (60) days) as deemed necessary by either party in order to ensure that the provisions of this Section 4 shall be complied with by the parties.

(c) Petro covenants and agrees to require insurance coverage to be maintained on the Petro Premises through the Closing Date in an amount of not less than the amount in place as of the Agreement Date, and to cooperate with the State in the event of the occurrence of any casualty described in Section 4(b).

5. Taxes and Assessments; Closing Costs.

(a) Real estate and *ad valorem* taxes, general and special, and assessments (collectively, "**Taxes**"), utilities, operating costs and charges, tenant rents, other revenues or costs and similar items which accrue to Petro or for which Petro is liable on the Petro Premises, including rents or other revenues accruing to Petro under the Leases, shall be prorated, as part of the escrow established by the Escrow Agent ("**Escrow**"), between the parties as of the Closing Date, such that credits, rents earned, operating costs, Taxes and charges for the Closing Date and all days preceding the Closing Date shall be allocated to Petro, and credits, operating costs, Taxes and charges for all days after the Closing Date shall be allocated to the State. The cash or wire transfer to be delivered by the State at Closing in fulfillment of its obligations hereunder shall be adjusted at the Closing to reflect any prorations in accord with the Title Company's Settlement Statement as approved by both the State and Petro.

(b) To the extent they are an obligation of Petro, Taxes shall be prorated on the basis of the rate shown for the Petro Premises on the last available tax statement.

(c) If any errors or omissions are made regarding adjustments and prorations as aforesaid, the parties shall make the appropriate corrections promptly upon the discovery thereof. Any corrected adjustment or proration shall be paid in cash to the party entitled thereto. If subsequent to the Closing, the Taxes for any period prior to the Closing are increased as a result of any revaluation by any parish or city agency or department, Petro shall pay its portion of any such increase attributable to any period on or prior to the Closing Date within fifteen (15) days following written notice from the State of the same.

(d) Subject to the exceptions identified in Section 4 above, Petro shall not assign any policies of liability or property damage insurance covering the Petro Premises. No insurance premiums shall be prorated. The State shall pay for all Deed or transfer recording fees, and for the cost of an ALTA Owner's Policy, including any endorsements, on the Petro Property. Each party shall pay its own attorneys' fees and all expenses incurred by it other than expenses specifically enumerated in this Agreement.

6. Transfer Instruments and Closing Documents.

(a) Act of Cash Sale. Subject to the State's review and acceptance of the Title Evidence defined in Section 11 below, Petro shall convey the Petro Premises to the State by Act of Cash Sale, in the form of Exhibit D attached hereto and incorporated herein by reference (the "*Deed*"), conveying good, merchantable and valid title to the Petro Premises subject only to the following (collectively the "*Permitted Exceptions - Premises*"):

(i) Building and zoning laws;

(ii) Current real estate taxes; and

(iii) Easements, restrictions, conditions, covenants and reservations which are approved by the State pursuant to Section 11 hereof.

(iv) Petro will transfer the Petro Premises to the State with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty that Petro has or may have against all preceding owners and vendors, which shall be incorporated into the Deed.

(b) The Deed will contain a legal description of the Petro Premises which will be based upon and consistent with the survey of the Petro Premises provided for in Section 12 and approved by the State and Petro.

7. Possession.

(a) The State shall be entitled to exclusive possession of the Petro Premises, subject only to the Leases, at Closing, free and clear of: (i) possession by any tenants under any leases, except the Leases; and (ii) any and all encumbrances, liens, restrictions, agreements or conditions unless approved by the State pursuant to this Agreement.

(b) Prior to Closing, Petro shall have removed from the Petro Premises all personal property stored or in use thereon which belongs to Petro or others that is not to be

conveyed to the State under the terms of this Agreement. If Petro fails to remove any personal property stored on or used in the Petro Premises prior to Closing, the State may remove and dispose of such property as it sees fit without obligation to account to Petro for any proceeds therefrom.

8. Closing.

(a) The term “*Closing*” as used in this Agreement means the closing of the purchase and sale of the Petro Premises contemplated herein. The term “*Closing Date*” means the date on which the Closing occurs. Unless otherwise agreed by the parties, Closing shall take place on or before but in no instance to be later than _____, 2024. This transaction shall be closed through an escrow, which shall be held by American South Land & Title, LLC (Oats & Marino, APPC), having an address at Suite 400, Gordon Square, 100 East Vermilion Street, Lafayette, Louisiana 70501 (the “*Title Company*” and sometimes “*Escrow Agent*”). Each party shall execute and deliver on a timely basis all escrow instructions, deeds, assignments, affidavits, instruments, funds and other documents reasonably necessary to accomplish the Closing. In addition to, and not in limitation of, the foregoing:

(b) On or before the Closing Date, Petro shall execute and deliver or cause to be delivered to the Title Company all of the items listed below:

(i) The Deed, executed by Petro;

(ii) Seller’s/Owner’s Affidavit and Indemnity required by the Title Company, together with any other documents or agreements reasonably required by the Title Company;

(iii) Petro’s FIRPTA Affidavit of non-foreign status, as contemplated by Section 1445 of the Code, substantially in the form attached hereto and made a part hereof as **Exhibit C**;

(iv) Any certificates of occupancy held by Petro and associated with or necessary for the ownership or operations of the Petro Premises, and any permits, licenses and such other documents held by Petro or issued to Petro by any governmental agency in connection with Petro’s ownership and operation of the Petro Premises; such documents to be the originals, if Petro has the originals, or copies, if Petro has only copies; and

(v) Such additional documents, instruments, affidavits and other documents as shall be necessary or required to cause, permit or allow the Title Company to issue the Title Policies (as defined hereinafter) as herein required. The form and substance of any other documents must be approved by Petro’s and the State’s Attorney.

(c) Subject to Section 3, the State shall, concurrent with Title Company’s performance of the foregoing items, deliver to the Title Company, by wire transfer of

immediately available funds, the Purchase Price less prorations and credits to which the State is entitled hereunder.

(d) The transactions provided for in this Agreement shall be completed by the Title Company on the Closing Date by doing the following:

(i) by filing the Deed for recordation in the conveyance records of the Clerk of Court in Lafayette Parish, Louisiana;

(ii) by causing the issuance of the Title Policy on the Petro Premises, subject only to the Permitted Exceptions - Premises, and forwarding the Title Policy to the State;

(iii) by prorating taxes, assessments and other amounts, in accordance with Section 5 with respect to the Petro Premises, and paying and charging the State and Petro for those costs and expenses to be paid by Petro and the State pursuant to Section 11;

(iv) by delivering to the State the FIRPTA Affidavit executed by Petro;

(v) by delivering to the State all other items or actions required by the Title Company under this Agreement or delivered to the Title Company by Petro for delivery to the State under this Agreement; and

(vi) by preparing and forwarding to both the State and Petro a signed copy of the Title Company's Settlement Statement setting forth all receipts and disbursements provided for herein.

(e) In the event the Title Company is unable to perform all instructions set forth in Section 8(d)(i) through (vi) on the Closing Date, the Title Company shall: (i) so notify Petro and the State; (ii) retain all documents deposited with the Title Company until receipt by the Title Company of written instructions executed by both Petro and the State, or by a Court of competent jurisdiction; and (iii) shall hold or return all funds deposited with the Escrow Agent in accordance with any written instructions from the party that deposited such funds.

(f) If either the State or Petro (i) disapprove any condition referred to in this Agreement within the applicable time period and in the manner set forth in the Agreement, or (ii) is otherwise allowed to terminate this Agreement and cancel the Escrow, without thereby committing an act of default under this Agreement or the Escrow, and such party does so, all obligations of the parties under this Agreement shall terminate and none of the parties hereto shall have any further obligation to the other under this Agreement. In such event, Escrow Agent shall return all funds (after deducting its charges, to the extent its charges are to be borne by the party depositing such funds) and documents then in Escrow to the party depositing same, and each party shall promptly return all documents in its possession to the other party.

9. Brokers. The parties warrant to each other that no person or other entity of any sort is entitled to any commission or other fee, broker's fee, finder's fee or other payment by reason of the action of the parties in connection with this transaction and that each party does hereby indemnify, defend and hold harmless the other from any and all claims for any fees, brokers' fees, finders' fees or other commissions or fees arising by, through or under the indemnifying party.

10. Default. Unless otherwise permitted to terminate as provided elsewhere in this Agreement, if the State fails to close this transaction in accordance with its terms, the Escrow Agent shall charge the State for all of the costs of escrow and title charges, if any, and Petro may enforce any and all rights or remedies it may have at law or in equity, including but not limited to specific performance to the extent permitted by law. If Petro fails to close this transaction in accordance with its terms, the State may enforce any and all rights or remedies it may have at law or in equity, including, but not limited to, specific performance. In the event Escrow shall fail to close for any other reason, the costs of escrow and title charges, if any, and such other costs that may be approved by the State and Petro shall be divided equally between the parties.

11. Title Commitment; Defects.

(a) The State shall cause the Title Company to issue and deliver its commitment (the "**Commitment**") for issuance of an ALTA Owner's Policy of title insurance covering the Petro Premises, in the amount of the appraised value thereof, not later than thirty (30) days after the Agreement Date, which Commitment shall show valid and insurable title to the Petro Premises to be good in Petro, subject only to the following exceptions: reservations, restrictions, conditions, covenants, agreements, leases and easements of record approved by the State pursuant to Section 11(b), taxes and assessments then a lien but not yet due and payable; legal highways; and zoning ordinances, if any. Copies of the Commitment together with copies of each document affecting title to the Petro Premises referenced therein, except for monetary encumbrances, which are to be released at Closing, shall be delivered to the State and Petro.

(b) The Commitment and the Survey (as hereinafter defined in Section 12) are referred to as the "**Title Evidence**". The State shall notify Petro of the State's disapproval of any matter contained in the Title Evidence within fifteen (15) days after the State's receipt of all of the Title Evidence and copies of the documents referred to in the Title Evidence as exceptions or exclusions from coverage. If the Title Evidence is not satisfactory to the State (collectively, "**Defects**"), Petro may elect, but shall not be required to, cure or remove such Defects within thirty (30) days after notice to Petro of the item of Title Evidence disclosing the Defects, or at Closing if the Defects consist of mortgages, other security instruments or monetary liens that Petro intends to discharge and cancel at the Closing out of the Purchase Price. If Petro elects not to cure and remove any Defects, (1) this Agreement may be terminated, at the State's sole election, by written notice given to Petro within five (5) days after expiration of the period allowed for cure; or (2) the State may, at the State's sole election, proceed to close this transaction notwithstanding any Defects, without reduction in the Purchase Price; or (3) the parties may mutually agree upon an adjustment in the Purchase Price exchanged hereunder. Upon termination pursuant to this paragraph, this Agreement shall thereafter be null and void and none of the parties hereto shall have any further rights or obligations hereunder. The State and Petro

agree that the Leases that Petro has on the property with the tenant shall not be considered a defect in title.

(c) Notwithstanding any provision of this Section 11 to the contrary, Petro shall have the obligation, on or prior to the Closing Date, to secure releases, discharges or satisfactions, or otherwise cure at no cost to the State, any Defect that is a lien for the payment of money only (except real estate taxes and assessments, which shall be prorated in accordance with Section 5), including, without limitation, all other mortgages, any lien or encumbrance that may be released or discharged by the payment of a definite sum of money or any exception to title that arose after the Agreement Date as the result of any act or violation of Petro or anyone claiming by, from, through or under Petro.

(d) It shall be a condition precedent to the State's obligation to consummate the transaction contemplated hereby that the Title Company can and will, upon filing the instruments of conveyance of record, issue its ALTA Owner's Fee Policy of title insurance (the "**Title Policy**") in the full amount of the appraisal of the Petro Premises, at standard rates, insuring the State's title in fee simple of the Petro Premises subject only to the Permitted Exceptions - Premises, and without exception for the standard printed exceptions for encroachments, overlaps, boundary line disputes, or any other matters that would be disclosed by an accurate survey or inspection of the Petro Premises, easements or claims of easements not shown by the public records, or any lien or right to a lien for services, labor, or materials furnished to the Petro Premises, imposed by law, and not shown by the public records, unless and except to the extent that any such matters have been approved or waived by the State within the Due Diligence Period. The Title Policy shall also affirmatively insure: (i) The State's right to use any appurtenant easements in accordance with their terms and conditions; and (ii) that the Petro Premises has the benefit of full and free ingress and egress, both pedestrian and vehicular, to and from a public highway, either directly or by a perpetual easement. Petro shall execute and deliver to the Title Company such affidavits and instruments as may be reasonably required to permit the Title Company to issue the Title Evidence in the form required by this subsection and to provide a copy of such affidavits and instruments to the State.

12. Surveys. Within ten (10) days of the Agreement Date, Petro shall make available to the State any surveys of the Petro Premises in Petro's possession, together with any reports, leases, documents, notices, citations or records of any type or form relating to the Petro Premises, including, but not limited to, any records, notices or citations relating to or concerning the environmental condition of the Petro Premises. In addition, during the Due Diligence Period, the State shall have the right, at its sole election, to cause a registered surveyor or professional engineer to prepare an ALTA or other survey of the Petro Premises (the "**Survey**") in form sufficient to enable the Title Company to delete from the Title Policy the so-called standard exception for matters disclosed by an accurate Survey. A perimeter legal description of the Petro Premises as prepared by such surveyor or engineer shall be used to describe the Petro Premises in the Deed. The cost and expense of such Survey shall be the responsibility of the State. The Survey shall include such information and identify such items as the State shall reasonably require. In the event the Survey discloses any encroachments, overlaps, boundary line disputes or any other matter affecting title to the Petro Premises, or which violates any law, rule, or regulation, or is otherwise unacceptable to the State, such matter(s) shall be considered to be a Defect(s) and the relative

rights and obligations of the parties with respect thereto shall be governed by the provisions of Section 11(b) hereof. The State is charged with the obligation of reviewing the Petro survey or any current survey that the State may obtain, and the State is charged with all knowledge and with all facts and circumstances shown in said surveys.

13. Environmental Matters.

(a) The State, at its sole election, shall have the right to cause an environmental consultant (the “*Consultant*”) selected by the State to conduct a Phase I, Phase II, and if deemed necessary by the State, Phase III environmental site assessment study and audit of the Petro Premises (each an “*Audit*”). The cost and expense of any such Audit shall be borne by the State; *provided, however*, that to the extent environmental audits for the Petro Premises have been previously obtained by Petro, Petro shall deliver copies of same to the State within ten (10) days of the Agreement Date. The State and Petro shall cooperate to attempt to perform the Audit as soon as practicable and to complete it no later than the end of the Due Diligence Period (subject to extension as provided below), and shall assist the Consultant in performing the Audit, which shall include without limitation a view of the Petro Premises, inquiry into present and past uses of the Petro Premises, review of records of the United States Environmental Protection Agency, the Louisiana Department of Environmental Quality, or other governmental entity having jurisdiction relating to environmental matters, field observations and such additional investigation, study and testing as the State and the Consultant shall agree are appropriate to determine whether any substance or condition is present on or under or otherwise affects the Petro Premises and requires or may require investigation, remediation, limitation of use, or other action or obligation to refrain from acting in relation to the Petro Premises pursuant to any “*Environmental Law*” as defined in Exhibit E, attached hereto and incorporated by reference herein including but not limited to any hydrocarbon contamination, hazardous or toxic waste or substances, lead paint, asbestos or asbestos-containing material (each a “*Environmental Condition*”). In addition to providing any information reasonably requested by the Consultant, Petro shall cooperate with the State and the Consultant throughout the course of the Audit and shall cooperate in any other way reasonably requested by the State or the Consultant; *provided, however*, the State shall reimburse Petro for any direct out of pocket costs for such cooperation, provided Petro first notifies the State that such costs will be incurred and the State approves the same. Promptly upon completion of any Audit, the Consultant shall deliver a copy of the Audit to the State and Petro. The Audit shall certify that all appropriate inquiry was made into the previous ownership and uses of the Petro Premises consistent with good commercial and customary practices and shall otherwise comply in all respects with all requirements of the “all appropriate inquiry” standard as promulgated by ASTM, in an effort to identify and minimize possible liability of the State for any Environmental Condition.

(b) If the Consultant advises the State during the Due Diligence Period that an Environmental Condition is present such that a Phase II or Phase III Audit is appropriate, the State in its discretion may extend the Due Diligence Period for up to ninety (90) days to complete such Phase II or Phase III Audit, solely with respect to that audit, by written notice to Petro.

(c) The State shall have until 5:00 p.m. on the tenth (10th) day following its receipt of any Audit report (whether one or more) to accept or reject said Audit. If the State rejects a Phase I or Phase II Audit, the State shall have the right, in its discretion, to terminate this Agreement by giving Petro notice of such termination on or before 5:00 p.m. on such date, or to obtain a Phase II or Phase III Audit, as appropriate, in which case the State shall give Petro notice thereof on or before 5:00 p.m. on such date. If the State fails to terminate this Agreement or to notify Petro of a Phase II or Phase III Audit, as appropriate, by 5:00 p.m. on such date, then the State shall be deemed to have accepted the environmental status of the Petro Premises and this transaction shall proceed to Close in accordance with the terms and conditions contained herein. If the State rejects a Phase III Audit by 5:00 p.m. on the tenth (10th) day following its receipt of that Audit report, the State shall have the right to terminate this Agreement by giving Petro notice of such termination on or before 5:00 p.m. on such date. If the State fails to terminate this Agreement by 5:00 p.m. on such date, then the State shall be deemed to have accepted the environmental status of the Petro Premises and this transaction shall proceed to Close in accordance with the terms and conditions contained herein. If the State elects to terminate this Agreement pursuant to this paragraph, none of the parties hereto shall have any further rights or obligations hereunder.

14. Petro's Warranties and Representations.

(a) Petro hereby represents and warrants to the State that, on the Agreement Date:

(i) Petro has full power and authority to enter into this Agreement and to perform its obligations hereunder, and this Agreement constitutes the legal, valid and binding obligation of Petro, enforceable against Petro in accordance with its terms.

(ii) No person or entity has any right to acquire the Petro Premises or any portion thereof (whether by option to purchase, right of first refusal, contract, lease or otherwise), which has not been waived in a writing delivered to the State as of the Agreement Date and that is otherwise acceptable to the State.

(iii) There are no pending investigations, suits, administrative proceedings, actions or claims, whatsoever, pending or threatened, from any tenant, federal, state, parish or local government or agency or any third party regarding or threatening any portion of the Petro Premises nor any of the operations therein, including, but not limited to, tenant rentals, maintenance or other operations or workers compensation or other injury related claim.

(iv) There is no litigation, proceeding or action pending or, to the knowledge of Petro, threatened which questions the validity of this Agreement, the Leases or any action taken or to be taken by Petro pursuant hereto.

(v) Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will constitute a violation of, be in conflict

with or constitute a default under (or with the passage of time or delivery of notice, or both, would constitute a default under) any term or provision of any agreement or other instrument to which Petro is a party, or by which Petro or the Petro Premises are bound.

(vi) Petro has had no boundary or water drainage disputes with the owners of any property adjacent to the Petro Premises and Petro has no knowledge of any such dispute involving former owners of the Petro Premises.

(vii) Petro is not a “nonresident alien,” “foreign corporation,” “foreign partnership,” “foreign trust” or “foreign estate” within the meaning of the Code.

(viii) Petro is the sole owner of 100% of the title to the Petro Premises, and except for the Leases and other matters shown on the State’s title commitment, as accepted or waived as provided herein, no other party has any interest in nor right to use or occupy, nor any claim in the Petro Premises

(ix) Petro and the State agree that Petro’s representations, as defined in this section a(i) through (viii) are limited solely to Petro’s knowledge.

(x) The State acknowledges that, except as expressly set forth in this Agreement, neither Petro, nor any person acting on behalf of Petro, nor any direct or indirect officer, director, partner, shareholder, employee, agent, representative, accountant, advisor, attorney, principal, affiliate, subsidiary, parent company, consultant, contractor, successor or assign of any of the foregoing parties (collectively, the “*Exculpated Parties*”) has made any oral or written representations, promises or warranties, whether expressed or implied, by operation of law or otherwise, with respect to the Petro Premises, the zoning and other laws, regulations and rules applicable thereto or the compliance of the Petro Premises therewith, the revenues and expenses generated by or associated with the Petro Premises, or otherwise relating to the Petro Premises or the transactions contemplated herein. The State further acknowledges, and Petro hereby represents that to the best of Petro’s knowledge all materials which have been provided by any of the Exculpated Parties have been provided are accurate, truthful and complete and the State shall not have any recourse against Petro or any of the other Exculpated Parties in the event of any errors therein or omissions therefrom, except for any intentional misrepresentations or omissions. The State is acquiring the Petro Premises based on its own independent investigation and inspection of the Petro Premises and not in reliance on any information provided by Petro or any of the other Exculpated Parties, except for the representations expressly set forth herein.

(b) Petro shall notify the State of facts of which it hereafter may receive notice that would cause any of the representations and warranties contained in this Agreement to be untrue on the Closing Date and shall deliver to the State on the Closing Date a certificate (the “Closing Certificate”) confirming that the representations and warranties contained in this Agreement continue to be true on the Closing Date and shall not survive the sale and

will terminate upon the Closing Date and shall not be merged into the Deed or the Assignment of Leases. The obligations of the State to consummate the transactions contemplated hereby are subject to the delivery by Petro of a Closing Certificate and all of the foregoing representations in Section 14. All representations of Petro and the transfer of title to the immoveable property and the assignment of the Leases will survive the Closing.

(c) Between the Agreement Date and the Closing Date, or the earlier termination of this Agreement, Petro shall not enter into any leases, options, rights of first refusal, , or any other agreement with respect to the Petro Premises except those agreements normally undertaken in the ordinary course of business of Petro, other than the Leases including the granting of extension terms contained within the Leases, if any.

15. State's Warranties and Representations. The State hereby represents and warrants to Petro that, on the Agreement Date:

(a) The State is a public constitutional corporation organized and existing under the laws of the State of Louisiana.

(b) The State has full power and authority to enter into this Agreement and to perform its obligations hereunder, and this Agreement constitutes the legal, valid and binding obligation of the State, enforceable against the State in accordance with its terms.

(c) Neither the execution of this Agreement nor the consummation of the transaction contemplated hereby will constitute a violation of or be in conflict with or constitute a default under any term or provision of any agreement or instrument to which the State is a party or by which the Petro Premises or any part thereof are bound.

16. No Liabilities Assumed. The State shall not, by the execution or performance of this Agreement, assume, become responsible for or incur any liability or obligation of any nature of Petro, matured or contingent, known or unknown, unless specifically assumed under a separate assumption agreement or the Assignment; *provided* however, in no event shall the State be responsible for any liability or obligation of any nature of Petro, matured or contingent, known or unknown, which relates to, arises or accrues on or prior to the Closing Date, except as may be covered on the assignment of Leases by Petro to the State.

17. Operations Prior To Closing. To the extent applicable, Petro shall keep and maintain the buildings and other Petro Improvements on the Petro Premises, including all mechanical and operating systems, parking lots and landscaping in substantially the same condition as they exist on the Agreement Date, ordinary wear and tear accepted.

18. Assignment. Neither this Agreement nor any rights arising under it may be assigned, transferred or mortgaged by Petro or the State without the prior written consent of the other party, which shall not be unreasonably delayed, withheld or conditioned, and any attempt by Petro to transfer this Agreement or any rights or interests arising hereunder, by operation of law or otherwise, without such consent shall be void and of no force or effect.

19. Mutual Indemnity.

(a) Petro shall indemnify, defend and hold harmless the State and State's owners, stockholders, partners, both general and limited, members, directors, employees, officers, managers, agents, contractors, successors and assigns (collectively, "*State Indemnitees*") from and against any and all losses, claims, expenses, fines, fees, obligations, damages or liabilities (or actions or suits in respect thereof and costs and expenses, including reasonable legal fees and costs incurred in defending such actions) (collectively, "*Damages*") that arise out of:

(i) The activities and operations of Petro on or before the Closing related to the Petro Premises or Petro's ownership of the Petro Premises, whether accruing before or after the Closing; or

(ii) The existence of any facts, circumstances, situations or conditions or the happening of any event constituting a breach or violation of any of the representations, warranties or agreements of the State contained in this Agreement.

(b) The State shall indemnify, defend and hold harmless Petro and Petro's members, officers, employees, managers, agents, contractors, successors and assigns (collectively, "*Petro Indemnitees*") from and against any and all losses, claims, expenses, fines, fees, obligations, damages or liabilities (or actions or suits in respect thereof and costs and expenses, including reasonable legal fees and costs incurred in defending such actions) (collectively, "*Damages*") to which the Petro Indemnitees may become subject or suffer and that arise out of:

(iii) The activities and operations of the State conducted upon the premises by the State or its contractors in pursuit of the State's due diligence investigations before the Closing related to the Petro Premises or after the Closing related the State's ownership of the Petro Premises, or any relationships with any persons entering the Petro Premises; or

(iv) The existence of any facts, circumstances, situations or conditions or the happening of any event constituting a breach or violation of any of the representations, covenants, warranties or agreements of the State contained in this Agreement.

20. Modification Waivers. No part of this Agreement may be amended or modified without the express written consent of both parties. None of the parties hereto shall be held to have waived any of its rights hereunder except by delivery of a written instrument expressing a clear and specific intent to waive such right.

21. Notices. Any notice or demand required or permitted to be given under the terms of this Agreement shall be effective if given by any of the following methods:

(a) On first attempted delivery, three (3) days after being deposited in the United States mail, in a sealed envelope, postage prepaid, by registered or certified mail, return receipt requested, or when hand delivered, respectively addressed as follows:

If to Petro, to:

George Oscar Petro
206 Dover Dr.

Lafayette, La 70503
E-Mail: gopetro03@gmail.com

with a required copy to:

Glenn Edwards
900 South College Rd
Suite 100
Lafayette, La 70503
E-Mail: gedwards@davidsonmeuax.com

If to the Commissioner, to:

Jay Dardenne, Commissioner of Administration
Division of Administration
P. O. Box 94095
Baton Rouge, Louisiana 70804-9095
Attention: Denise Brumfield
Statewide Program Manager 2
E-Mail: denise.brumfield@la.gov

with a required copy to:

Oats & Marino, APPC
100 E. Vermilion Street, Ste. 400
Lafayette, LA 70501
Attention: Cearley Fontenot
E-Mail: cfontenot@oatsmarino.com
Fax: 337-233-1178

If to the Board, to:

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

Fax: 337-482-5914

with a required copy to:

Oats & Marino, APPC
100 E. Vermilion Street, Ste. 400
Lafayette, LA 70501
Attention: Cearley Fontenot
Email: cfontenot@oatsmarino.com
Fax: 337-233-1178

(b) One (1) day after being sent to the above address via an established national overnight delivery service, charges prepaid, or

(c) When sent via any electronic communications method, *provided*, if this method is used, the party shall immediately follow such notice with a second notice in the method set forth in (a) or (b) above.

22. Integration. This Agreement contains the entire agreement of the parties concerning the subject matter hereof, including all oral understandings, letters of intent or other agreements, and there are no collateral understandings or agreements, or representations or warranties not expressly included herein.

23. Survival. All representations and warranties made by Petro, and the State shall be true and correct as of Closing and shall survive Closing unless otherwise specified in this document. All obligations that survive this document of either party to hold harmless, indemnify, or defend the other party shall survive the Closing.

24. Time. Time is of the essence of this Agreement.

25. Tax Reporting. The parties hereby designate the Escrow Agent to serve as “Real Estate Broker”, as defined in Section 6045 of the Code as amended, for the purpose of making such reports and filing such returns as shall be required thereunder from time to time.

26. Title Company. This Agreement shall constitute instructions to the Title Company both as Title Company and Escrow Agent subject to the terms and conditions of its regular and usual printed form of acceptance, insofar as such terms and conditions are applicable to and are consistent with this Agreement. In the event of any inconsistency between such acceptance and this Agreement, this Agreement shall control. In addition, the Title Company agrees to assume full responsibility for compliance with subsection (e) of Section 6045 of the Code, by filing a return in accordance with subsection (a) of Section 6045 of the Code, and a statement under subsection (b) of Section 6045 of the Code, with respect to this transaction. After receipt of a copy of this Agreement and acceptance of these terms by the Title Company, the Title Company shall acknowledge its acceptance of these terms and its agreement with this Section 26 by delivering to Petro and the State, forthwith, a signed and dated copy of the document attached hereto and referred to as “Acknowledgment of Title Company”.

27. Further Assurances. Provided it does not enlarge the liabilities of the parties hereunder, Petro and the State both agree that each one, at any time and from time to time upon request of the other, will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances and assurances as may be required for the conveyance of the Petro Premises, the Leases, and any other rights, title, interests or privileges to be transferred by Petro, its successors and assigns to the Board, its successors and assigns under this Agreement.

28. Section Headings. All section headings and other titles and captions herein are for convenience only, do not form any substantive part of this Agreement, and shall not restrict or enlarge any substantive provisions hereof or thereof.

29. Applicable Law. This Agreement shall be governed by the laws of the State of Louisiana without reference to its conflict of laws rules. Exclusive venue for any dispute arising under this Agreement shall be in the Louisiana 15th Judicial District Court.

30. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; *provided, however*, that nothing contained herein shall be construed as waiving the restriction against assignment set forth in Section 18 hereinabove.

31. Severance. The parties agree that each term and condition of this Agreement shall be considered severable; and if, for any reason, any provision or provisions, or portions thereof, herein contained are determined to be invalid, overbroad or unenforceable for any reason, such provision shall be deemed modified to the minimum extent required to render it valid, enforceable and binding, and such determination shall not affect the validity or enforceability of any other provision of this Agreement. The parties further agree that if any provision contained in this Agreement is found by a court with competent jurisdiction to be invalid, excessively broad, or otherwise unenforceable, said court shall reform such provision to the minimum extent necessary to render it enforceable consistent with the intent of the parties. In the event that such an invalid, excessively broad, or otherwise unenforceable provision cannot be reformed such that it may be enforced, then said court shall, only to the extent necessary, strike the invalid, excessively broad or unenforceable provision and enforce the remaining provisions of this Agreement. If any such provision shall be held invalid in part, such invalidity shall in no way affect the rest of such provision which, together with all other provisions of this Agreement, shall likewise to the full extent consistent with law continue in full force and affect.

32. Counterparts. This Agreement may be executed in one or more counterparts, all of which were taken together shall constitute one and the same original.

33. Attorney's Fees. In the event of a default of any condition or obligation of this Agreement on the part of any of the parties hereto which results in the institution of any legal proceeding, the non-prevailing party or parties shall pay to the prevailing party or parties of the litigation all reasonable costs and expenses of the legal proceeding, and any appeal therefrom, including reasonable attorney's fees.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

THUS, DONE AND PASSED on the 20 day of May, 2024, at the Parish of Lafayette, State of Louisiana, the undersigned party having affixed its signature in the presence of me, Notary, and the undersigned competent witnesses, after due reading of the whole.


WITNESSES:

PETRO:

Christine B. Albarado
Christine B. Albarado

George Oscar Petro
GEORGE OSCAR PETRO

Kristy Hardin
Kristy Hardin


NOTARY PUBLIC
THEODORE G. EDWARDS, IV
Notary ID No.: 18195
Commission expires: with life

THUS DONE AND PASSED on the _____ day of _____, 2024, at the Parish of East Baton Rouge, State of Louisiana, the undersigned party having affixed its signature in the presence of me, Notary, and the undersigned competent witnesses, after due reading of the whole.

WITNESSES:

**COMMISSIONER:
STATE OF LOUISIANA**

Printed Name: _____

By: _____
Taylor F. Barras, Commissioner of
Administration

Printed Name: _____

NOTARY PUBLIC

Name of Notary: _____

Notary ID No.: _____

THUS, DONE AND PASSED on the _____ day of _____, 2024, at the Parish of Lafayette, State of Louisiana, the undersigned party having affixed its signature in the presence of me, Notary, and the undersigned competent witnesses, after due reading of the whole.

WITNESSES:

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

Printed Name: _____

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

Printed Name: _____

NOTARY PUBLIC

Name of Notary: _____
Notary ID No.: _____

ACKNOWLEDGMENT
OF
TITLE COMPANY

The undersigned hereby acknowledges receipt of that certain Purchase and Sale Agreement by and between George Oscar Petro, the State of Louisiana, through the Commissioner of Administration, and the Board of Supervisors for the University of Louisiana System and agrees to be bound by the terms of said Agreement as they pertain to the responsibilities and obligations of the Title Company set forth in said Agreement.

American South Land & Title, LLC

Dated: _____, 2024

By: _____
Lawrence E. Marino, Authorized Member

EXHIBIT A

LEGAL DESCRIPTION – PETRO PROPERTY

- Tract (a): That certain parcel of ground near the southern limits of the City and Parish of Lafayette, Louisiana, together with all improvements situated thereon, having a front on Mildred Street of 117 feet, more or less, by a depth on the northwestern line of 100 feet, more or less, to the property of Grossie, or assigns; thence in a southeasterly direction of 118 feet, more or less, to a point on the southeast bank of a coulee, to the property of G. B. Claycomb; thence along said coulee in a southerly direction of 100 feet, more or less; thence in a northwesterly direction across the coulee to this northwestern bank thereof; thence in a southerly direction to the northwestern bank of said coulee to the property of H. J. Gaudet or assigns; thence in a northwesterly direction along the property of Gaudet 60 feet, more or less, to Mildred Steet, the point of beginning.
- Tract (b): That certain parcel of ground, together with all improvements thereon situated and thereunto belonging, situated in the City and Parish of Lafayette, Louisiana, having a frontage on Johnston Street of 180 feet, more or less, by a depth on its northerly line of 168 feet, more or less, and a depth on a southerly line to the main or western channel of a coulee and being now or formerly on the north by property of Crow Girard or assigns, southerly by property of Eddie J. Bertrand or assigns, easterly by Johnston Street, and westerly by the said coulee.
- Tract (c): That certain triangular parcel of ground, together with all improvements thereon, situated in the City and Parish of Lafayette, Louisiana, having a front of 160.7 feet on Johnston Street (U.S. Highway 167), which is bounded northerly by property of Joseph S. Petro, Jr. or assign, easterly by Johnston Street, westerly in part by land of Gordon Hilton and in part by land of O. H. Bredienback, or assigns, and southerly by property of W. S. Higgins or assigns, all as per revised survey by Fred L. Colomb, Surveyor, Inc., Registered Surveyor, dated October 7, 1975.

LESS AND EXCEPT:

That portion of said Tracts (a), (b) and (c) above described sold by Joseph S. Petro, Jr. and wife, Sylvia Ashy Petro, to McDonald's Corporation and sellout to McDonald's consisting of the following:

That certain parcel of ground together with any and all improvements situated thereon located in the City and Parish of Lafayette, Louisiana, having a frontage on Johnston Street and on Mildred Street which parcel is more particularly shown and described on that certain plat of survey by Domingue, Szabo & Associates, Inc. dated December 16, 1986, signed by Donald L. Richard, L.S. #3204, styled "McDonald's Corporation Topographic Survey of Proposed McDonald's Restaurant - 1522 Johnston Street," and said parcel is that property shown on said plat situated with the lines connected by points F, G, C, T, S, K, L, M, D, E, F. Said parcel ha such metes and bounds as are shown on said plat of survey, a copy of which is attached to Act No. 87-24 of the records of the Lafayette Parish Clerk of Court's Office.

THE PROPERTY BEING HEREIN DESCRIBED is shown on the December 16, 1986 plat of survey of Domingue, Szabo and Associates, Inc., above referred to as the parcel contained within the lines connected by the letters G, A, W, V, U, R, J, S, T, C, and G.

EXHIBIT B

LEASES

NONE.

EXHIBIT C

TRANSFEROR'S CERTIFICATION OF NONFOREIGN STATUS

To inform the **State of Louisiana and the Board of Supervisors for the University of Louisiana System**, a public constitutional corporation ("*Transferee*"), that withholding of tax under Section 1445 of the Internal Revenue Code of 1986, as amended ("*Code*"), will not be required upon the transfer of certain real property to the Transferee by **George Oscar Petro** ("*Transferor*"), the undersigned hereby certifies the following:

1. The Transferor is not a foreign person, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Code and the Income Tax Regulations promulgated hereunder),

2. The Transferor's U.S. employer identification number is [_____]; and

3. The Transferor's address is: _____
_____.

The Transferor understands that this Certification may be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

The Transferor understands that the Transferee is relying on this Certification in determining whether withholding is required upon said transfer.

Under penalty of perjury, I declare that I have examined this Certificate and, to the best of my knowledge and belief, it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of the Transferor.

Date of this ____ day of _____, 2024.

TRANSFEROR:

George Oscar Petro

EXHIBIT D

STATE OF LOUISIANA

PARISH OF LAFAYETTE

CASH SALE

BE IT KNOWN, that on the day and dates hereinafter written, before the undersigned Notaries Public, in and for said Parishes and State, duly commissioned and qualified as such, personally came and appeared:

GEORGE OSCAR PETRO, an unmarried man, of the full age of majority and a resident of Lafayette Parish, Louisiana, whose mailing address is _____
_____;

(hereinafter "Seller")

who declared that for the consideration hereinafter mentioned, it does by these presents sell, transfer, quitclaim and deliver with full guarantee of title and free from all encumbrances and with subrogation to all its rights and actions of warranty against previous owners, unto:

THE STATE OF LOUISIANA, herein represented by and appearing through Taylor F. Barras, Commissioner of Administration, Division of Administration, pursuant to that particular appropriation, House Bill No. 2, Act No. 465, Item No. 1821, whose mailing address is Post Office Box 94095, Baton Rouge, Louisiana 70804-9095;

AND

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM, a public constitutional corporation organized and existing under the laws of the State of Louisiana, acting herein on behalf of the University of Louisiana at Lafayette, herein represented by the President of the University, E. Joseph Savoie, duly authorized, whose mailing address is P. O. Drawer 41008, Lafayette, LA 70504;

(hereinafter referred to collectively as the "Buyer");

present, accepting and purchasing for themselves and heirs and assigns, and acknowledging delivery and possession thereof, the following described property, to-wit:

[INSERT LEGAL DESCRIPTION FROM CURRENT PLAT OF SURVEY]

The municipal address of the subject property is 1540 Johnston Street and 114 Mildred Street, Lafayette, LA 70503.

Except for full warranty of title by Seller, the sale and conveyance of the Property pursuant hereto is made and accepted on an "AS IS, WHERE IS" basis, without any warranties of condition or as to fitness whatsoever, and Buyer shall accept the Property and any improvements or personal property thereon in their condition as existing at the time of sale. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE CONDITION OF THE PROPERTY, THE FITNESS OF THE PROPERTY, IMPROVEMENTS OR PERSONAL PROPERTY FOR ANY PURPOSE OR INTENDED USE, THE PRESENCE OR ABSENCE OF ENVIRONMENTAL CONTAMINATION, OR THE COMPLIANCE OF THE PROPERTY WITH ANY LAWS, RULES OR REGULATIONS, ALL OF WHICH WARRANTIES ARE HEREBY WAIVED BY BUYER. Buyer fully and completely waives any and all rights for the return of all or any part of the Purchase Price by the reason of any such defects, Buyer acknowledges and agrees that neither Seller nor any party, whomsoever, acting or purporting to act in any capacity whatsoever on behalf of Seller, has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise and upon which Buyer has relied, concerning the existence or non-existence of any quality, characteristic or condition of the Property. Buyer expressly waives the warranty of fitness for a particular purpose and the warranty of condition against redhibitory vices and defects, whether apparent or latent, imposed by Louisiana Civil Code Articles 2475 and 2500, applicable state or federal law, and the jurisprudence thereunder. Buyer also waives any rights it may have in redhibition or to a reduction of Purchase Price pursuant to Louisiana Civil Code Articles 2520 through 2548 inclusive, in connection with the Property. By its signature, Buyer expressly acknowledges all such waivers and its exercise of Buyer's right to waive warranty pursuant to Louisiana Civil Code Articles 2503 and 2548. Buyer agrees that as of the time of this sale, Buyer has conducted its own evaluation and inspection and will have made its own determination as to any condition of the Property, any defects therein, and the suitability of the Property for the Buyer's intended uses.

BUYER'S INITIALS _____

This sale is made and accepted subject to the restrictive covenants, easements, servitudes, mineral royalties, oil, gas and mineral leases, obligations of ownership, etc. affecting the above-described property of record in the Lafayette Parish Clerk of Court's Office.

The payment of all taxes assessed against the property herein sold for the year 2024 have been pro-rated. This sale is made and accepted for and in consideration of the sum of FIVE HUNDRED TEN THOUSAND AND NO/100 (\$510,000) DOLLARS, cash in hand paid, for which acquittance is herein granted.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

THUS, DONE AND SIGNED in Lafayette Parish, Louisiana, on the ____ day of _____, 2024, in the presence of the undersigned competent witnesses, and me, Notary, after due reading of the whole.

WITNESSES:

Printed Name: _____ **GEORGE OSCAR PETRO** _____

Printed Name: _____

NOTARY PUBLIC
Name of Notary: _____
Notary ID No.: _____

THUS DONE AND SIGNED in East Baton Rouge Parish, Louisiana, on the ____ day of _____, 2024, in the presence of the undersigned competent witnesses, and me, Notary, after due reading of the whole.

WITNESSES:

STATE OF LOUISIANA

Printed Name: _____

BY: _____
Taylor F. Barras, Commissioner of
Administration

Printed Name: _____

NOTARY PUBLIC

Name of Notary: _____

Notary ID No.: _____

THUS, DONE AND SIGNED in Lafayette Parish, Louisiana, on the ____ day of _____, 2024, in the presence of the undersigned competent witnesses, and me, Notary, after due reading of the whole.

WITNESSES:

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

Printed Name: _____

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

Printed Name: _____

NOTARY PUBLIC
Name of Notary: _____
Notary ID No.: _____

EXHIBIT E

ENVIRONMENTAL LAWS

“Environmental Laws” means all federal, state, county and local statutes, regulations, rules, ordinances and similar provisions having the force or effect of law, all licenses, permits, authorizations, approvals, covenants or criteria having the force or effect of law, all guidelines having the force or effect of law, all judicial and administrative orders and determinations, all contractual obligations and all common law and equitable doctrines (including, without limitation, injunctive relief and tort doctrines such as negligence, nuisance, trespass and strict liability), in each case concerning public health and safety, worker health and safety and pollution or protection of the environment (including, without limitation, all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control or cleanup of any solid waste or any hazardous or otherwise regulated materials, substances or wastes, chemical substances or mixtures, pesticides, pollutants, contaminants, toxic chemicals, petroleum products or byproducts, asbestos, polychlorinated biphenyls, noise or radiation), each as amended and as now or hereafter in effect, including, by way of illustration and not limitation, the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651, et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901, et seq., the Clean Air Act, 42 U.S.C. § 7401, et seq., the Solid Waste Disposal Act, 42 U.S.C. § 6901, et seq., the Clean Water Act, 33 U.S.C. § 1251, et seq., and the Toxic Substances Control Act, 15 U.S.C. § 2601, et seq., and any similar or corresponding state, county, local or municipal ordinance, rule, regulation, law or act (or any successor legislation thereto).

LOUISIANA RESIDENTIAL AGREEMENT TO BUY OR SELL

907 Saint Landry Street, Lafayette, LA 70506

May 20, 2024

PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

DATE

Latter & Blum

NAI Latter & Blum

Listing Firm

Selling Firm

Sara Whitney 74664/Alma Criddle 71910

Dewitt David/46838

Seller's Designated Agent Name & License Number ("Seller's agent") Dual Agent

Buyer's Designated Agent Name & License Number ("Buyer's agent")

Latter & Blum Holding, LLC 995685215

Latter & Blum Holding, LLC 995685215

Brokerage Name & License Number

Brokerage Name & License Number

337.501.7129/337.288.3363 337.233.9700

337.298.6169 337.233.9541

Agent Phone Number Brokerage Phone Number

Agent Phone Number Brokerage Phone Number

swhitney@latterblum.com acriddle@latterblum.com

dewittdavid@latterblum.com

Email Address


Email Address

Sara Whitney & Alma Criddle

Name of Designated Agent Receiving Agreement

Day _____ Date _____ Time _____ AM PM

Agreement Transmitted by electronic hand delivery other _____

 Alma Criddle Sara A. Whitney

05/20/24 7:18 PM

Signature of Designated Agent Receiving Agreement

Day _____ Date _____ Time _____ AM PM

Comments _____

Electronic Notice Authorization

The BUYER authorizes his or her agent to electronically deliver notices and other communications to the email address he or she provided to his or her agent. Furthermore, the BUYER authorizes the Seller's agent to electronically deliver notices and communications to the Buyer's agent at the email address shown above.

The SELLER authorizes his or her agent to electronically deliver notices and other communications to the email address he or she provided to his or her agent. Furthermore, the SELLER authorizes the Buyer's agent to electronically deliver notices and other communications to the Seller's agent at the email address shown above.

The authorization contained in this Section is not an authorization for the Buyer's agent to communicate directly with the SELLER or a Seller's agent to communicate directly with the BUYER. The BUYER and SELLER agree the use of electronic documents and digital signatures is acceptable and will be treated as originals of the signatures and documents transmitted in this real estate transaction. Specifically, the BUYER and SELLER consent to the use of electronic documents, the electronic transmission of documents, and the use of electronic signatures pertaining to this Agreement, and any supplement addendum or modification relating thereto, including but not limited to any notices, requests, claims, demands and other communications as set forth in the Agreement.

BUYER'S Initials: _____ BUYER'S Initials: _____
BUYER'S Initials: _____ BUYER'S Initials: _____

SELLER'S Initials:  SELLER'S Initials: 
SELLER'S Initials: _____ SELLER'S Initials: _____



907 Saint Landry Street, Lafayette, LA 70506

May 20, 2024

PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

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PROPERTY DESCRIPTION: I / We offer and agree to Buy / Sell the property at:

(Municipal Address) 907 Saint Landry Street
City Lafayette; Zip 70506; Parish Lafayette; Louisiana,
(Legal Description) Lots 26-27 Joe Doucet Addition

_____ on lands and
grounds measuring approximately (# 51.8 x 112.1 x 50 x 98.5) or as per record title; including all buildings,
structures, component parts, and all installed, built-in permanently attached improvements, together with all
fences, security systems, all installed speakers or installed sound systems, all landscaping, all outside TV antennas,
all satellite dishes, all installed and/or built-in appliances, all ceiling fans, all air conditioning or heating systems
including window units, all bathroom mirrors, all window coverings included but not limited to blinds, drapes,
curtains, window shades, window coverings, all associated window covering hardware, all shutters, all flooring,
all carpeting, all cabinet tops, all cabinet knobs or handles, all doors, all door knobs or handles, all doorbells, all
windows, all roofing, all electrical systems, all installed security systems, installed generators, attached television
mounts, gas logs, and all installed lighting fixtures, chandeliers and associated hardware, other constructions
permanently attached to the ground. If owned by the SELLER prior to date of this Agreement, standing timber,
unharvested crops, and ungathered fruits of trees on the property shall be conveyed to the BUYER. The following
movable items shall remain with the property; be transferred without any warranty; be deemed to have no value;
and, shall not be considered as part of the Sale Price:
NONE

All items listed herein are included in the property sold no matter how they are attached or installed, provided
that any or all of these items are in place at the time of signing this Agreement to Buy or Sell (the "Agreement"),
unless otherwise stated herein. (All of the above contained in lines 2 through 26 are collectively referred to herein
as the "Property.") The following items are excluded from the Property sold:
NONE

MINERAL RIGHTS: If the SELLER transfers any mineral rights, they are to be transferred without warranty.
Zero (0 %) of the mineral rights owned by the
SELLER are to be reserved and retained by the SELLER. The SELLER shall waive any right to use the surface for
any such reserved and retained mineral activity or use.

PRICE: The Property will be sold and purchased subject to title and zoning restrictions, servitudes of record, and
law or ordinances affecting the Property for the sum of Two Hundred Twenty-Five Thousand Dollars
(\$ 225,000.00) (the "Sale Price").

BUYER'S Initials: _____ BUYER'S Initials: _____ SELLER'S Initials: FCL SELLER'S Initials: DL
BUYER'S Initials: _____ BUYER'S Initials: _____ SELLER'S Initials: _____ SELLER'S Initials: _____



907 Saint Landry Street, Lafayette, LA 70506

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DATE

47 **ACT OF SALE:** The Act of Sale is to be executed before a settlement agent or Notary Public to be chosen by the
48 BUYER, on July 1, 2024, or before if mutually agreed upon. Any change of the
49 date for execution of the Act of Sale must be mutually agreed upon in writing and signed by the SELLER and the
50 BUYER. At closing, the BUYER must provide "good funds" as required by Louisiana statute LA R.S. 22:532 et seq.

51
52 **OCCUPANCY:** Occupancy/possession and transfer of keys/access is to be granted at Act of Sale unless otherwise
53 mutually agreed upon in writing.

54
55 **CONTINGENCY FOR SALE OF BUYER'S OTHER PROPERTY:**

56 This sale is contingent on the sale of other property by the BUYER and the contingency language found either
57 in lines 359-368 or the attached addendum shall apply.

58 This sale is not contingent upon the sale of other property by the BUYER nor is the loan needed by the BUYER
59 to obtain the Sale Price contingent on the BUYER'S sale of any property.

60
61 **FINANCING:**

62 **ALL CASH SALE:** The BUYER warrants the BUYER has cash readily available to close the sale of this Property.

63 **FINANCED SALE:** This sale is conditioned upon the ability of BUYER to borrow with this Property as security
64 for the loan the sum of _____ (\$ _____) or
65 _____ (____%) of the Sale Price by a mortgage loan or loans at an initial interest rate not to exceed
66 _____ (____%) per annum, interest and principal, amortized over a period of not less than
67 _____ (#____) years, payable in monthly installments or on any other terms as may be acceptable to
68 the BUYER provided that these terms do not increase the cost, fees or expenses to the SELLER. The loan shall be
69 secured by (Check all that apply):

- 70 Fixed Rate Mortgage FHA Insured Mortgage
- 71 Adjustable Rate Mortgage Owner Financing
- 72 Rural Development Bond Financing
- 73 VA Guaranteed Mortgage Conventional Mortgage
- 74 Other _____

75
76 The BUYER agrees to pay discount points not to exceed N/A
77 (____) % of the loan amount. Other financing conditions: _____

78 _____
79 _____
80 _____

81
82 The BUYER acknowledges and warrants that the BUYER has available the funds which may be required to
83 complete the sale of the Property, including but not limited to the deposit, the down payment, closing costs, pre-
84 paid items, and other expenses. If this sale is a Financed Sale, BUYER acknowledges that any terms and conditions
85 imposed by the BUYER'S lender(s) or by the Consumer Financial Protection Bureau shall not affect or extend the
86 BUYER'S obligation to execute the Act of Sale or otherwise affect any terms or conditions of this Agreement
87 except as otherwise set forth herein. The BUYER shall supply the SELLER written documentation from a lender
88 that a loan application has been made and the BUYER has given written authorization to lender to proceed with
89 the loan approval process within N/A (#____) calendar days after the date of acceptance
90 of this offer by both parties. If the BUYER fails to make loan application, and to supply SELLER with written
91 documentation of that application and BUYER'S written authorization for lender to proceed with loan process
92 within this period, the SELLER may, at the SELLER'S option, elect, in writing, to terminate the Agreement and

BUYER'S Initials: _____ BUYER'S Initials: _____
BUYER'S Initials: _____ BUYER'S Initials: _____

SELLER'S Initials: FCL
SELLER'S Initials: _____

SELLER'S Initials: DL
SELLER'S Initials: _____



907 Saint Landry Street, Lafayette, LA 70506

May 20, 2024

PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

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93 declare the Agreement null and void, by giving the BUYER written notice of the SELLER'S termination. If the
94 BUYER is not able to secure financing, the SELLER reserves the right to provide all or part of mortgage loan(s)
95 under the terms set forth above.
96

97 **PRORATIONS, SPECIAL ASSESSMENTS, AND OTHER COSTS:** Real estate taxes, flood insurance premiums if
98 assumed, rents, condominium dues, special assessments, homeowners' associations dues, and/or substantially
99 similar dues or other costs for the current year shall be prorated through the date of the Act of Sale. Act of Sale
100 costs, abstracting costs, title search, title insurance, and other costs required to obtain financing shall be paid by
101 the BUYER, unless otherwise expressly provided for by the parties pursuant to a written agreement.
102

103 All necessary tax, mortgage, conveyance, release certificates or cancellations, and the SELLER closing fees, if any,
104 shall be paid by the SELLER. On or before the date of the Act of Sale, the SELLER shall also pay all previous years'
105 taxes, special assessments, condominium dues, homeowners' associations dues, and/or substantially similar dues
106 or other costs, which were incurred or bear against the Property prior to the Act of Sale, unless otherwise
107 expressly provided for by the parties pursuant to a written agreement.
108

109 For this Agreement, "special assessment" includes but is not limited to any assessment levied against the Property
110 for payment of local improvement costs by state or local governmental authorities, political subdivisions, quasi-
111 public bodies, or other public or private entities pursuant to agreement, contract, or law.
112

113 **APPRAISAL:** This sale is NOT conditioned on appraisal. This sale IS conditioned on the appraisal of the
114 Property being not less than the Sale Price. The SELLER agrees to provide the utilities and access for appraisals. If
115 the appraised value of the Property is equal to or greater than the Sale Price, the BUYER shall pay the Sale Price
116 agreed upon prior to the appraisal. If the appraised value is less than the Sale Price, the BUYER shall provide the
117 SELLER with a copy of the appraisal within Seven (# 7) calendar days of receipt of
118 same, along with the BUYER'S written request for the SELLER to reduce the Sale Price. Within
119 Seven (# 7) calendar days after the SELLER'S receipt of such written documentation
120 of the appraised value, the BUYER shall have the option to pay the Sale Price agreed upon prior to the appraisal
121 or to void this Agreement unless the SELLER agrees in writing to reduce the Sale Price to the appraised value or
122 all parties agree to a new Sale Price.
123

124 **DEPOSIT:** Upon acceptance of this offer, or any attached counteroffer, the SELLER and the BUYER shall be bound
125 by all terms and conditions of this Agreement, and the BUYER or the BUYER'S agent shall deliver **within 72 hours**,
126 upon notice of acceptance of the offer, the BUYER'S deposit (the "Deposit") in the amount of
127 n/a (\$ n/a) or _____ (_____ %) of the Sale Price to be paid in
128 the form of:

- 129 Cash _____ (\$ _____) Certified Funds _____ (\$ _____)
- 130 Check _____ (\$ _____) Electronic Transfer _____ (\$ _____)
- 131 No Deposit

132
133 The Deposit shall be held by Listing Broker Selling Broker Other _____
134

135 **DEPOSIT HELD BY THIRD PARTY:** Louisiana Administrative Code Title 46, Part LXVII Section 2717 requires that
136 funds received in a real estate sales transaction shall be deposited in the appropriate sales escrow checking
137 account, rental trust checking account or security deposit trust checking account of the listing or managing
138 broker ("Broker") unless all parties having an interest in the funds have agreed otherwise in writing. I agree to
139 have the Deposit related to this transaction to be held by a third party and not in a sales escrow account
140 maintained by the Broker. I understand that the Louisiana Real Estate Commission may not have jurisdiction

BUYER'S Initials: _____ BUYER'S Initials: _____
BUYER'S Initials: _____ BUYER'S Initials: _____

SELLER'S Initials: FCL SELLER'S Initials: DL
SELLER'S Initials: _____ SELLER'S Initials: _____



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141 over those third parties holding the funds. I acknowledge the Broker is not legally required to disburse a
142 security deposit in accordance with LAC 46:LXVII.2901 when a third party holds the Deposit.

143
144 Failure to deliver the Deposit shall be considered a default of this Agreement. If the Deposit is held by a Broker,
145 it must be held in accordance with the rules of the Louisiana Real Estate Commission in a federally insured banking
146 or savings and loan institution without responsibility on the part of the Broker in the case of failure or suspension
147 of such institution. If the parties fail to execute an Act of Sale by date specified herein, and/or a dispute arises as
148 to ownership of, or entitlement to, the Deposit or funds held in escrow, the Broker shall abide by the Rules and
149 Regulations set forth by the Louisiana Real Estate Commission.

150
151 RETURN OF DEPOSIT: The Deposit shall be returned to the BUYER and this Agreement declared null and void
152 without demand in consequence of the following events:

- 153 1) If this Agreement is declared null and void by the BUYER pursuant to the Due Diligence and the Inspection
154 Period as set forth in lines 198 through 253 of this Agreement;
- 155 2) If this Agreement is subject to the BUYER'S ability to obtain a loan and the loan cannot be obtained, except
156 as stated in lines 90 through 95 of this Agreement, but only if the BUYER has made good faith efforts to
157 obtain the loan;
- 158 3) If the SELLER declares the Agreement null and void for failure of BUYER to comply with written document
159 requirements as set forth in lines 90 through 95 of this Agreement;
- 160 4) If the BUYER conditions the Sale Price on an appraisal is less than the Sale Price and the SELLER will not
161 reduce the Sale Price as set forth in lines 113 through 122 of this Agreement;
- 162 5) If the BUYER timely terminates the Agreement after having received the leases or assessments, as set forth
163 in lines 171 through 175 of this Agreement;
- 164 6) If the SELLER is unable to timely deliver to the BUYER an approved sewerage and/or water inspection report
165 as set forth in lines 255 through 267 of this Agreement;
- 166 7) If the SELLER chooses not to repair or replace the sewer system(s) servicing the Property as per the
167 SEPTIC/WATER WELL ADDENDUM, and the BUYER terminated the agreement as a result thereof.
- 168 8) If the SELLER chooses not to repair or replace the private water well system(s) as per the SEPTIC/WATER
169 WELL ADDENDUM, and the BUYER terminates the agreement as a result thereof.

170
171 LEASES: The sale is conditioned upon the BUYER'S receipt of a copy of all written leases, excluding mineral leases,
172 from the SELLER within five (5) calendar days of acceptance of the Agreement. The BUYER shall have five (5)
173 calendar days after receipt of the aforementioned documents to notify the SELLER whether they are acceptable
174 to the BUYER. Security deposits, keys/access, and leases are to be transferred to the BUYER at or before the Act
175 of Sale.

176
177 PROPERTY CONDITION: THE BUYER ACKNOWLEDGES THAT THE SALE PRICE OF THE PROPERTY WAS NEGOTIATED
178 BASED UPON THE PROPERTY'S APPARENT CURRENT CONDITION; ACCORDINGLY, THE SELLER IS NOT OBLIGATED
179 TO MAKE REPAIRS TO THE PROPERTY, INCLUDING REPAIRS REQUIRED BY THE LENDER UNLESS OTHERWISE STATED
180 HEREIN. THE SELLER IS RESPONSIBLE FOR MAINTAINING THE PROPERTY IN SUBSTANTIALLY THE SAME OR BETTER
181 CONDITION AS IT WAS WHEN THE AGREEMENT WAS FULLY EXECUTED.

182
183 DUE DILIGENCE AND INSPECTION PERIOD:
184 If acceptance of this Agreement occurs, the BUYER shall have a Due Diligence and Inspection Period
185 (hereinafter "DDI Period") commencing on the first day after acceptance of this Agreement and expiring
186 Thirty (# 30) calendar days after commencement OR upon
187 the date and time the BUYER'S Request to the SELLER is received as set forth in lines 220 through 221,
188 whichever is earlier. The SELLER agrees to provide the utilities for any due diligence and inspections and

BUYER'S Initials: _____ BUYER'S Initials: _____ SELLER'S Initials: FCL SELLER'S Initials: DL

BUYER'S Initials: _____ BUYER'S Initials: _____ SELLER'S Initials: _____ SELLER'S Initials: _____



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189 immediate access to the Property. The due diligence and inspection period will be extended by the same number
190 of days that the BUYER is not granted immediate access to the Property or all utilities are not provided by the
191 SELLER.
192

193 **Effect of BUYER'S Failure to Timely Provide Written Termination or BUYER'S Request:** Failure of the BUYER to
194 timely provide written notice of termination or a written BUYER'S Request as described in lines 208 through 253
195 below prior to the expiration of the DDI Period shall be deemed as acceptance by the BUYER of the Property's
196 current condition.
197

198 **DDI Period Activities:** During the inspection and due diligence period the BUYER may, at the BUYER'S expense,
199 have any inspections made by experts or others of his choosing. Such physical inspections may include but are
200 not limited to surveys, inspections for termites and other wood destroying insects, and/or damage from same,
201 molds, and fungi hazards, and analysis of synthetic stucco, drywall, appliances, structures, foundations, roof,
202 heating, cooling, electrical, plumbing systems, utility and sewer, including but not limited to septic tanks and
203 pump grinder systems availability and condition, out-buildings, and square footage. Other due diligence by the
204 BUYER may include but is not limited to investigation into the Property's school district, insurability, flood zone
205 classifications, current zoning and/or subdivision restrictive covenants and any items addressed in the SELLER'S
206 Property Disclosure Document. All testing shall be nondestructive testing.
207

208 **BUYER'S OPTIONS PRIOR TO THE EXPIRATION OF THE DDI PERIOD:** If the BUYER is not satisfied with the
209 condition of the Property or the results of the BUYER'S due diligence or investigations, the BUYER may choose
210 one of the following options prior to the expiration of the DDI Period:
211

212 **OPTION 1:**

213 A. The BUYER may elect, in writing, to terminate the Agreement and declare the Agreement null and void.
214

215 **Effect of the BUYER'S Termination of the Agreement pursuant to Option 1:** If the BUYER elects to terminate this
216 Agreement in writing, the Agreement shall be automatically ipso facto null and void with no further action
217 required by either party except for return of Deposit to the BUYER.
218

219 **OPTION 2:**

220 A. The BUYER may present a single, signed, and complete written list to the Seller of the deficiencies and desired
221 remedies ("BUYER'S Request").
222

223 B. If the BUYER selects Option 2, the following process shall apply:

224 1. (a) **SELLER'S Response to BUYER'S Request:** If provided a BUYER'S REQUEST, the SELLER shall respond
225 in writing as to the SELLER'S willingness to or refusal to remedy any deficiencies identified in the BUYER'S
226 Request. Seller's signed, written response shall be provided to the BUYER **within 72 hours** of receipt of the
227 BUYER'S Request ("SELLER'S Response").

228 (b) **Effect of SELLER'S Failure to Timely Respond to the BUYER'S Request:** If the SELLER fails to timely
229 respond to the BUYER'S Request in writing within the required time frame, then the BUYER shall have **72**
230 **hours** from when the SELLER'S Response was due to notify the SELLER in writing that the BUYER will:

231 (i) accept the Property in its current condition; or

232 (ii) elect to terminate this Agreement.

233 (c) **Effect of the BUYER'S Failure to Timely Respond to SELLER'S Failure to Timely Respond:** If the
234 BUYER fails to provide this notice (lines 228 through 232) in writing within the required time frame, the
235 Agreement shall be automatically, with no further action required by either party, ipso facto null and void
236 except for return of Deposit to the BUYER.

BUYER'S Initials: _____ BUYER'S Initials: _____
BUYER'S Initials: _____ BUYER'S Initials: _____

SELLER'S Initials: FCL SELLER'S Initials: DL
SELLER'S Initials: _____ SELLER'S Initials: _____



907 Saint Landry Street, Lafayette, LA 70506

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- 2. (a) BUYER'S Response to SELLER'S Response: Should the SELLER in the SELLER'S Response refuse to remedy any or all the deficiencies listed by the BUYER, then the BUYER shall have 72 hours from receipt of the SELLER'S Response or 72 hours from the date that the SELLER'S Response was due, whichever is earlier, to take one of the following actions ("BUYER'S Response"). The BUYER'S Response shall be provided to the SELLER in writing.
 - (i) accept the SELLER'S Response to the BUYER'S Request, or
 - (ii) accept the Property in its current condition, or
 - (iii) to elect to terminate this Agreement in writing which shall automatically make the Agreement ipso facto null and void with no further action required by either party except for the return of Deposit to the BUYER.
- (b) Effect of BUYER'S Failure to Timely Respond to SELLER'S Response: If the BUYER fails to respond to the SELLER'S Response within the time specified, then the Agreement shall be automatically, with no further action required by either party, ipso facto null and void except for return of Deposit to the BUYER.

Upon receipt of the written BUYER'S Response to the SELLER'S Response, the SELLER shall not be required to remedy any additional deficiencies requested by the BUYER unless the parties enter into an additional agreement in writing.

PRIVATE WATER/SEWERAGE:

- There is/are _____ (# _____) private water system(s) servicing only the primary residence, and the attached private Septic/Water Addendum inspections shall include only the system(s) supplying service to the primary residence.
- There is/are _____ (# _____) private septic/treatment system(s) servicing only the primary residence and the attached private Septic/Water Addendum inspections shall include only those systems supplying service to the primary residence.
- There is NO private septic/treatment system(s) servicing only the primary residence.
- There is NO private water system(s) servicing only the primary residence.

HOME SERVICE/WARRANTY:

A home service/warranty plan will / will not be purchased at the closing of sale at a cost not to exceed _____ (\$ _____) to be paid by the BUYER / the SELLER.

Home Service Warranty will be ordered by N/A.
The home service warranty plan does not warrant pre-existing defects and options, and does not supersede or replace any other inspection clause or responsibilities. If neither the BUYER nor the SELLER accepts the home service warranty plan, they declare that they have been made aware of the existence of such a plan, and further declare that they hold the Broker and Agents harmless from any responsibility or liability due to their rejection of such a plan.

BUYER'S Initials: _____ BUYER'S Initials: _____
BUYER'S Initials: _____ BUYER'S Initials: _____

SELLER'S Initials: FCL SELLER'S Initials: DL
SELLER'S Initials: _____ SELLER'S Initials: _____



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281

WARRANTY OR AS IS CLAUSE WITH WAIVER OF RIGHT OF REDHIBITION: (CHECK ONE ONLY)

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A. SALE WITH WARRANTIES: The SELLER and the BUYER acknowledge that this sale shall be with full SELLER warranties as to any claims or causes of action including but not limited to redhibition pursuant to Louisiana Civil Code Article 2520 *et seq.*

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B. SALE "AS IS" WITHOUT WARRANTIES: The SELLER and the BUYER hereby acknowledge and recognize that the Property being sold and purchased is to be transferred in "as is" condition and further the BUYER does hereby waive, relieve and release the SELLER from any claims or causes of action for redhibition pursuant to Louisiana Civil Code Article 2520 *et seq.* and Article 2541 *et seq.* or for reduction of Sale Price pursuant to Louisiana Civil Code Article 2541 *et seq.* Additionally, the BUYER acknowledges that this sale is made without warranty of fitness for ordinary or particular use pursuant to Louisiana Civil Code Article 2524. The SELLER and the BUYER agree that this clause shall be made a part of the Act of Sale.

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C. NEW HOME WARRANTIES: Notwithstanding lines 282 through 291 and irrespective of whether A or B above is checked, if the Property is a new construction, the parties agree that neither A or B will apply but instead the provisions of the New Home Warranty Act (LA R.S. 9:3141 *et seq.*) shall apply. The warranty of condition of this Property is governed by the New Home Warranty Act if a home on the Property is a "home" as defined in the New Home Warranty Act.

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MERCHANTABLE TITLE/CURATIVE WORK: The SELLER shall deliver to the BUYER a merchantable title at the SELLER'S costs (see lines 97 through 111). If curative work in connection with the title to the Property is required or is a requirement for obtaining the loan(s) upon which this Agreement is conditioned, the parties agree to and do extend the date for passing the Act of Sale to a date not more than Thirty (# 30) calendar days from the date of the Act of Sale stated herein. The SELLER'S title shall be merchantable and free of all liens and encumbrances except those that can be satisfied at Act of Sale. All costs and fees required to make title merchantable shall be paid by the SELLER. The SELLER shall make good faith efforts to deliver merchantable title. The SELLER'S inability to deliver merchantable title within the time stipulated herein shall render this Agreement null and void, reserving unto the BUYER the right to demand the return of the Deposit and to recover from the SELLER actual costs incurred in processing of sale as well as legal fees incurred by the BUYER.

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FINAL WALK THROUGH: The BUYER shall have the right to re-inspect the Property **within five (5) calendar days** prior to the Act of Sale, or occupancy, whichever will occur first in order to determine if the 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. The SELLER agrees to provide utilities for the final walk through and immediate access to the Property.

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DEFAULT OF AGREEMENT BY THE SELLER: In the event of any default of this Agreement by the SELLER, the BUYER shall at the BUYER'S option have the right to declare this Agreement null and void with no further demand, or to demand and/or sue for any of the following:

315

316

317

- 1) Termination of this Agreement
- 2) Specific performance
- 3) Termination of this Agreement and an amount equal to 10% of the Sale Price as stipulated damages.

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Further, the BUYER shall be entitled to the return of the Deposit. The prevailing party to any litigation brought to enforce any provision of this Agreement shall be awarded their attorney fees and costs. The SELLER may also be liable for Broker fees.

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DEFAULT OF AGREEMENT BY BUYER: In the event of any default of this Agreement by the BUYER, the SELLER shall have at the SELLER'S option the right to declare this Agreement null and void with no further demand, or to demand and sue for any of the following:

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- 1) Termination of this Agreement

BUYER'S Initials: _____ BUYER'S Initials: _____
BUYER'S Initials: _____ BUYER'S Initials: _____

SELLER'S Initials: FCL SELLER'S Initials: DL
SELLER'S Initials: _____ SELLER'S Initials: _____



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2) Specific performance
3) Termination of this Agreement and an amount equal to 10% of the Sale Price as stipulated damages. Further, the SELLER shall be entitled to retain the Deposit. The prevailing party to any litigation brought to enforce any provision of this Agreement shall be awarded their attorney fees and costs. The BUYER may also be liable for Broker fees.

MOLD RELATED HAZARDS NOTICE: An informational pamphlet regarding common mold related hazards that can affect real property is available at the EPA website <https://www.epa.gov/sites/default/files/2016-10/documents/moldguide12.pdf>. By initialing this page of the Agreement, the BUYER acknowledges that the real estate agent has provided the BUYER with the EPA website enabling the BUYER to obtain information regarding common mold related hazards.

OFFENDER NOTIFICATION: The Louisiana State Police maintains the State Sex Offender and Child Predator Registry through the Louisiana Bureau of Criminal Identification and Information. It is a public access database of the locations of individuals who are required to register pursuant to LA R.S. 15:540 *et seq.* The website for the database is <http://www.lsp.org/socpr/default.html>. Sheriff and police departments serving jurisdictions of 450,000 also maintain such information. Inquiries can be made by phone at 1-800-858-0551. Send written inquiries to Post Office Box 66614, Box A-6, Baton Rouge, Louisiana 70896.

FLOOD HAZARD INFORMATION: An informational website regarding flood hazards that can affect real property is available at the FEMA website <https://msc.fema.gov/portal>.

CHOICE OF LAW: This Agreement shall be governed by and shall be interpreted in accordance with the laws of the State of Louisiana.

DEADLINES: TIME IS OF THE ESSENCE and all deadlines are final, except where modifications, changes, or extensions are made in writing and signed by all parties to this Agreement. All "calendar days" as used in this Agreement or as are put forth in this Agreement shall end at 11:59 p.m. in Louisiana.

ADDITIONAL TERMS AND CONDITIONS:

Lines 193-198 shall be changed to read as follows:
Effect of BUYER'S Failure to Timely Provide Written Termination or BUYER'S Request:
In the event the BUYER does not notify the SELLER, in writing, prior to 5:00 p. m. on the day of the expiration of the Due Diligence and Inspection Period of BUYER'S intention to purchase the Property, the Agreement shall become null and void and BUYER shall have no obligation to purchase the Property and the BUYER'S deposit shall be immediately refunded.
Seller's acceptance of this Agreement shall become null and void if Seller has not received an executed version of this Agreement from the Purchaser on or before 12:00 noon on June 14, 2024.
This Agreement is also subject to the Purchaser obtaining any and all necessary approvals from applicable divisions of the State of Louisiana.

ROLES OF BROKERS AND DESIGNATED AGENTS: Broker(s) and Designated Agent(s) have acted only as real estate brokers to bring the parties together and make no warranty to either party for performance or non-performance of any part of this Agreement or for any warranty of any nature unless specifically set forth in writing.

Broker(s) and Designated Agent(s) make no warranty or other assurances whatsoever concerning Property measurements, square footage, room dimensions, lot size, Property lines or boundaries. Broker(s) and Designated Agent(s) make no representations as to suitability or to a particular use of the Property, and the BUYER has or will independently investigate all conditions and characteristics of the Property which are important to the BUYER. The BUYER is not relying on the Broker or the Designated Agent(s) to choose a

BUYER'S Initials: _____ BUYER'S Initials: _____
BUYER'S Initials: _____ BUYER'S Initials: _____

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379 representative to inspect or re-inspect the Property; the BUYER understands any representative desired by the
 380 BUYER may perform this function. If Broker/Agent(s) provides names or sources for such advice or assistance,
 381 Broker/Agent(s) does not warrant the services of such experts or their products and cannot warrant the condition
 382 of Property or interest to be acquired or guarantee that all defects are disclosed by the SELLER(S).
 383 Broker/Agent(s) do not investigate the status of permits, zoning, code compliance, restrictive covenants, or
 384 insurability. The Broker(s) and Designated Agent(s) specifically make no warranty whatsoever as to whether the
 385 Property is situated in or out of the Government's hundred-year flood plan or is or would be classified as wetlands
 386 by the U.S. Army Corps of Engineers, or as to the presence of wood destroying insects or damage there from.
 387 The BUYER(S) are to satisfy themselves concerning these issues. Designated Agent shall be an independent
 388 contractor for Broker if the conditions as set forth in LA R.S. 37:1446(h) are met.
 389

LIST ADDENDA TO BE ATTACHED AND MADE A PART OF THIS AGREEMENT:

- 391 Contingency for Sale of the BUYER'S Other Property Addendum Deposit Addendum
- 392 Condominium Addendum _____
- 393 Private Water/Sewerage Addendum _____
- 394 New Construction Addendum _____
- 395

396 If any of the pre-printed portions of this Agreement vary or conflict with any additional or modified terms on
 397 blanks provided in this form or Addendum attached to this Agreement, the additional, modified, or Addendum
 398 provisions control.
 399

400 **SINGULAR – PLURAL USE:** Wherever the word BUYER or the word SELLER occurs in this Agreement or is referred
 401 to, the same shall be construed as singular or plural, masculine or feminine or neuter, as the case may be.
 402

403 **ACCEPTANCE:** Acceptance of this Agreement shall be in writing. This Agreement may be executed by use of
 404 electronic signatures, in accordance with the Louisiana Uniform Electronic Transaction Act. The original of this
 405 Agreement shall be delivered to the listing Broker's firm. This Agreement and any supplement addendum or
 406 modification relating hereto, including any photocopy, facsimile, or electronic transmission thereof, may be
 407 executed in two or more counterparts, all of which shall constitute one and the same Agreement.
 408

409 **NOTICES AND OTHER COMMUNICATIONS:** All notices, requests, claims, demands, and other communications
 410 related to or required by this Agreement shall be in writing. Notices permitted or required to be given (excluding
 411 service of process) shall be deemed sufficient if delivered by (a) mail, (b) hand delivery, (c) overnight delivery,
 412 (d) facsimile, (e) email, or (f) other e-signature transmissions addressed to the respective addresses of the parties
 413 as written on the first page of this Agreement or at such other addresses as the respective parties may designate
 414 by written notice.
 415

416 **CONTRACT:** This is a legally binding contract when signed by both the SELLER and the BUYER. READ IT
 417 CAREFULLY. If you do not understand the effect of any part of this Agreement, seek legal advice before signing
 418 this contract or attempting to enforce any obligation or remedy provided herein.
 419

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

BUYER'S Initials: _____
 BUYER'S Initials: _____

BUYER'S Initials: _____
 BUYER'S Initials: _____

SELLER'S Initials: FCL
 SELLER'S Initials: _____

SELLER'S Initials: DL
 SELLER'S Initials: _____



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422

EXPIRATION OF OFFER:

423

This offer is binding and irrevocable until May 22, 2024 at 12:00 AM PM NOON.

424

The Acceptance of this offer shall be communicated to the offering party by the deadline stated on line 423 to be binding and effective.

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Buyer's/ Seller's Signature Date/Time Buyer's/ Seller's Signature Date/Time

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Print Buyer's/Seller's Full Name (First, Middle, Last) Print Buyer's/Seller's Full Name (First, Middle, Last)

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Buyer's/ Seller's Signature Date/Time Buyer's/ Seller's Signature Date/Time

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Print Buyer's/Seller's Full Name (First, Middle, Last) Print Buyer's/Seller's Full Name (First, Middle, Last)

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439

This offer was presented to the Seller Buyer by Dewitt David

440

441

MONDAY, MAY 20, 2024 @ 5:32 p.m.

442

Day/ Date/ Time AM PM NOON

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445

This offer is Accepted Rejected (without counter) Countered (see attached counter) by:

446

Agnes Marie Hamilton LeBlanc by Frank C. LeBlanc, Agent 1 PM 8:42 PM Agnes Marie Hamilton LeBlanc by Donald J. LeBlanc, Agent 7:34 PM

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Buyer's/ Seller's Signature Date/Time Buyer's/ Seller's Signature Date/Time

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Frank C LeBlanc Donald J Leblanc

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Print Buyer's/Seller's Full Name (First, Middle, Last) Print Buyer's/Seller's Full Name (First, Middle, Last)

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Buyer's/ Seller's Signature Date/Time Buyer's/ Seller's Signature Date/Time

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Print Buyer's/Seller's Full Name (First, Middle, Last) Print Buyer's/Seller's Full Name (First, Middle, Last)

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459

This offer was presented to the Seller Buyer by Dewitt David

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461

05/20/24 8:42 PM

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Day/ Date/ Time AM PM NOON

BUYER'S Initials: _____ BUYER'S Initials: _____
BUYER'S Initials: _____ BUYER'S Initials: _____

SELLER'S Initials: FCL SELLER'S Initials: DL
SELLER'S Initials: _____ SELLER'S Initials: _____



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

FACILITIES PLANNING COMMITTEE

June 13, 2024

Item H.10. University of Louisiana at Lafayette’s request for approval to name the “*Jennifer Ritter Guidry Memorial Gazebo*” and “*Jakelynn Ammons Student Life Center.*”

EXECUTIVE SUMMARY

Jennifer Ritter Guidry Memorial Gazebo

Catherine Ritter graduated from the University of Louisiana at Lafayette in 1975 with a B.S. in Business Administration. She and her husband, Ervin (1974 Engineering graduate), own Ritter Consulting Engineers. Their daughter, Jennifer Ritter, passed away in 2020. Jennifer earned a bachelor’s and master’s degree in history from UL Lafayette. As an alumna, she was deeply devoted to the University, committing nearly 20 years of her career working there. Loyal University donors Catherine and Ervin Ritter generously gifted \$65,000, benefiting the Center for Louisiana Studies. The support provides for the beautification of the garden and patio area of the J. Arthur Roy House located on campus at the corner of University Avenue and Johnston Street. The philanthropic naming of an outdoor gazebo would be in honor of their beloved daughter, Jennifer Ritter, for the useful life of the facility.

Jakelynn Ammons Student Life Center

Donors Dolores Ann Harrell and daughter Melissa Socia wish to honor the memory of Jakelynn Ammons, beloved granddaughter, and daughter respectively, through a \$2 million gift in support of the College of Nursing & Health Sciences’ expansion project. The family has generously gifted over \$3 million to date, having made previous gifts to nursing as well as the College of Education & Human Development. All gifts have been made in memory of Jakelynn, who was studying to be a nurse anesthetist at the time of her passing in 2018. Jakelynn was an avid lover of life and believed in having a passion for what a person does. She was named to the President’s List and a natural nurturer. The philanthropic naming of the Jakelynn Ammons Student Life Center will be on the first floor of Moncus Hall located at the new Health Sciences Campus for the useful life of the facility.

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 name the “Jennifer Ritter Guidry Memorial Gazebo” and “Jakelynn Ammons Student Life Center.”



May 23, 2024

Université des Acadiens

Mr. Richard "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:

Below are two philanthropic naming opportunities at the University of Louisiana at Lafayette, which I submit for Board consideration and approval:

1. Jennifer Ritter Guidry Memorial Gazebo

Catherine Ritter and her husband, Ervin, are University of Louisiana at Lafayette alumni and loyal supporters of the University since 1997. Their daughter, Jennifer Ritter, passed away in 2020. As an alumnus of UL Lafayette, Jennifer was deeply devoted to the University, committing nearly 20 years of her career working for the Programming and Special Projects Division, followed by the UL Press and finally Center for Cultural and Eco-Tourism / Programming and Special Projects. Jennifer had a passion for connecting people and her philanthropic work spanned a variety of local boards and organizations. Donors Catherine and Ervin Ritter generously gifted \$65,000, benefiting the Center for Louisiana Studies in support of the beautification of the garden and patio area of the J. Arthur Roy House. The philanthropic naming of the outdoor gazebo would be in honor of their beloved daughter, Jennifer Ritter, for the useful life of the facility.

2. Jakelynn Ammons Student Life Center

Donors Dolores Ann Harrell and daughter Melissa Socia wish to honor the memory of Jakelynn Ammons, beloved granddaughter, and daughter (respectively) through a \$2 million gift in support of the College of Nursing & Health Sciences' expansion project. The Family is a generous donor having made previous gifts to nursing as well as the College of Education & Human Development, all in memory of Jakelynn, who was studying to be a nurse anesthetist at the time of her passing in 2018. Jakelynn was an avid lover of life and believed in having a passion for what you do. The philanthropic naming of the Jakelynn Ammons Student Life Center will be on the first floor of Moncus Hall at the new Health Sciences Campus for the useful life of the facility.

Please place these items on the agenda for approval at the June 2024 meeting of the Board of Supervisors.

Sincerely,

A handwritten signature in blue ink, appearing to read "E. Savoie", written over a large, stylized blue scribble.

E. Joseph Savoie
President

SVC