

LEASE CONTRACT FOR GRAZING LEASES

The BOARD OF COMMISSIONERS OF THE CADDO LEVEE DISTRICT, represented herein by its Administrator, Ali M. Mustapha P.E., duly authorized to act by virtue of a resolution adopted at a meeting held on the ____ day of _____, 20____, hereinafter referred to as the LESSOR, and _____ a resident of _____ Caddo Parish, Louisiana _____, hereinafter referred to as the LESSEE, have entered into the following agreement:

1. The LESSOR does by these presents lease to the LESSEE, subject to the terms and conditions hereof, the following described property in Caddo Parish, Louisiana:

2. If the above described is contiguous to one or more tracts leased by LESSOR to third parties, LESSEE warrants that, to his best knowledge and belief, there is no dispute as to boundaries shared between the described tract and any such contiguous tracts. Should any dispute between LESSEE and an adjacent lessee exist or arise and remain unresolved for thirty (30) days, LESSOR may terminate this lease. LESSEE acknowledges that the determination by LESSOR of the boundaries of the tract herein leased is final and binding on LESSEE.

3. The above described property is leased only for the following purposes: Grazing and under no circumstances is this property leased for any purpose other than that as stated and as strictly interpreted, and in no event shall this lease grant the right for privilege to LESSEE to cut any timber, including firewood, saw logs and/or pulpwood.

4. This lease shall be for a term of 36 calendar months commencing on the first day of January, 20 , ending at midnight on December 31, 20 . In no event shall this lease be in effect for longer than three (3) years as specified by law.

If after the expiration of this lease, the LESSEE shall remain in possession of the above-described property for a period of thirty days without any steps having been taken by the LESSOR to cause the LESSEE to deliver up the possession of the property, the LESSOR shall nevertheless still have the option of compelling the LESSEE to surrender the property at any time, unless a new lease is signed. The LESSEE thus waives any of the provisions of Article 2688 of the Louisiana revised Civil Code of 1870 insofar as they might apply to him. In the event the LESSEE remains in possession after the expiration of this lease he shall be liable for a pro rata share of the rent for the period of time between the expiration of the lease and the relinquishment of possession by him.

5. The price of consideration for the granting of this lease will be in the payment by the LESSEE to the LESSOR, of the sum of _____ dollars and no/100---
----- DOLLARS (\$.00), payable as follows: \$ _____ to be paid before the first day of January
each calendar year of the lease term with a \$50.00 late fee to be paid for payments made after December 31.

Such payment is to be made at the LESSOR'S office at 1320 Grimmitt Drive, Shreveport, Louisiana, or mail to Post Office Box 78282, Shreveport, Louisiana 71137-8282, or at any other depository in the City of Shreveport, that the LESSOR may from time to time designate in writing to the LESSEE.

The rental shall bear interest at the rate of eight percent (8%) per annum from maturity until paid and reasonable attorney's fees should LESSEE default and the claim is placed in the hand of an attorney for collection. In the event of such default LESSOR may, at its option, cancel and terminate this lease. LESSEE hereby waives the notice requirements imposed by Article 4701 of the Louisiana Code of Civil Procedure. This waiver will permit the LESSOR, upon termination of your right of occupancy for any reason, to immediately institute eviction proceedings.

6. Lessee acknowledges that all timber on the leased premises belongs exclusively to the Lessor. This lease is granted subject to the right of the Lessor, its agents or assigns, at any time, without notice to cut, remove or harvest any or all timber standing thereon. In such event, the Lessor shall not be responsible to the Lessee for any damage to the road, driveway, yard, plants, shrubs, walkways, structures, sewer systems, and other improvements or crops on the leased premises resulting from the said cutting, removal, or harvesting of trees, by the Lessor, its agents or assigns, the Lessee hereby agreeing to waive any claim for such damage.

7. This lease is granted subject to the right of the LESSOR at any time to take, use or destroy the above described property or any crops or improvements placed thereon by the LESSEE for levee or levee draining purposes or for any other public undertaking carried on by it. In such event the LESSOR shall not be responsible to the LESSEE for any damage resulting from the destruction of land, improvements or crops, the LESSEE hereby agreeing to waive any claim for such damage.

This lease is a surface lease only and shall be subordinate to any lease heretofore or hereafter made on the above described property by the LESSOR for oil, gas or mineral development, as provided by the Louisiana Revised Statutes of 1950, 38:282. The LESSOR shall not be liable in damages to the LESSEE for the destruction of any land, crops or improvements resulting from any mineral development carried on by the LESSOR, its agents or assignees of mineral interests.

In the event that the LESSOR during the term of this lease uses the lands for public purposes, as provided in paragraph one of this Article, so that the leased land is rendered useless to the LESSEE, or should drilling operations in search of oil or gas have the same result, the LESSEE shall be entitled to a pro rata refund of the rent for the unexpired term of the lease.

The LESSEE shall have no right to an abatement of the rent because of accidental destruction of his crop, the LESSEE expressly stipulating that all unforeseen accidents, are at his risk.

8. At the expiration of this lease the LESSEE will return the leased property to the LESSOR in as good a condition as it was when he received it, subject to the usual wear and tear of a prudent use of same. Following expiration of this lease due to non-payment of rent or termination of lease, LESSOR grants LESSEE the right to remove within ten days all improvements placed there by LESSEE, with the exception of fences which shall become the property of LESSOR upon termination hereof.

9. This lease is not transferable under any circumstances without the approval of the Board of Commissioners of the Caddo Levee District, and it is agreed that the LESSEE will not contract to sell or assign this lease or to sublet the leased property. The LESSEE must be the occupant of the leased property and shall not allow third parties to occupy the leased property on a full time basis. Such allowance or such use shall be construed as subleasing said property which is strictly prohibited.

10. It is expressly agreed and understood that the LESSEE assumes full responsibility for the condition of the land leased and any works or improvements thereon and that the LESSOR shall not be liable in damages for any injury caused by any vice or defect thereon to the LESSEE, his family or any other person whomsoever, the LESSEE agreeing to hold the LESSOR harmless from such damage.

11. LESSEE shall keep the premises orderly and shall not permit the accumulation of trash, discarded items or hazardous materials. LESSEE shall not permit sewage or drainage discharges into any adjacent waterbody in such a way as to cause erosion or to be contrary to safe practice. LESSEE shall not permit any use of the premises prohibited by law.

12. LESSEE shall display on the leased property the lot identification plate furnished by the LESSOR in a prominent place easily identified from the public road or access. The identification plate shall be placed or attached in a permanent manner. The refusal to place the identification plate or the removal of the identification plate shall be a default in the terms of the lease.

13. Violation by LESSEE of any term or condition of this lease shall entitle LESSOR, at his option, to cancel the lease immediately.

14. LESSEE hereby grants unto LESSOR and LESSOR hereby reserves unto itself, a right of passage on, over, and across the leased premises for the use and benefit of the LESSOR, its agents, assigns, servants, employees, or invitees, the exact location of the said right of passage to be determined by LESSOR, in its sole discretion.

THUS DONE AND SIGNED at Shreveport, Louisiana, this ____ day of _____, _____.

WITNESSES:

BOARD OF COMMISSIONERS OF THE CADDO LEVEE DISTRICT

Ali M. Mustapha P.E., LESSOR

LESSEE