

This Land Use Permit contract is made this \_\_\_\_\_, by and between:

, (hereinafter referred to as "LESSOR") a Louisiana Limited Liability Company domiciled in Rapides Parish, Louisiana, with its principal place of business located at 2189 Memorial Drive, Alexandria, Rapides Parish, Louisiana, with mailing address of P.O. Box 1110, Alexandria, Louisiana 71309-1110, represented herein by its duly authorized officer,

And

whose physical address is \_\_\_\_\_, \_\_\_\_\_ in \_\_\_\_\_ Parish, Louisiana and whose mailing address is \_\_\_\_\_, (hereinafter referred to as "LESSEE")

**WHEREAS**, LESSOR is known to occupy property owned/controlled and used for purposes of growing and harvesting timber; that the conditions herewith are established to recognize that access, heavy equipment and growth are normal functions of such purposes; and that this Land Use Permit is to be operated and maintained in a manner to avoid or minimize hazard or interference therewith.

**1. LAND USE PREMISES**

LESSOR hereby rents and leases to LESSEE the premises described in the attached Addendum(s). A detailed description of the premises is included in the attached plat, subject to the terms and conditions as stated hereinafter, including the attached Addendum(s).

**2. PURPOSE**

LESSOR leases the premises to LESSEE for use as described in attached Addendum(s) for the sole benefit of LESSEE, who accepts the premises in its present condition, and hereby releases LESSOR from, for and against any liability, injury, death, loss or damage caused by or resulting from conditions of the premises or LESSOR'S normal activities of timber and land management.

The premises may be used for all activities as described in the attached Addendum(s). In some cases, however, a special lease may be issued for a particular purpose, in which case the specifics of each lease will be clearly stated.

**3. TERM**

The term of this Land Use Permit shall be from July 1, 2011 to July 1, 2014. LESSOR will consider renewal predicated upon LESSEE'S compliance with the policies of LESSOR, and the absence of problems for either LESSOR or the Department of Wildlife and Fisheries. This Land Use Permit as well as all addendum(s) and attachments will automatically renew and remain in force and effect at each annual anniversary for an additional 12 month period unless LESSEE is notified otherwise.

**4. RULES AND REGULATIONS**

LESSEE shall comply with LESSOR'S rules and regulations attached to and made a part of this instrument as Addendum(s). LESSOR has the authority to change any item in said Addendum(s) during the term of this lease. All changes will be considered accepted when sent to LESSEE in writing at LESSEE'S address given below.

**5. RENT**

LESSEE shall pay rental to LESSOR as described in the attached Addendum(s). The rental payment(s) shall be in the form of a personal check, cashier's check or money order, not by cash. Rentals for subsequent years shall be due July 1<sup>st</sup>. Rental for renewals or extensions shall be negotiated between the parties hereto for any subsequent rental period. See the attached Rental Schedule for future rentals and other terms and considerations.

**6. CONDITIONS OF PREMISES**

LESSEE accepts premises in its present condition, and hereby releases LESSOR from, for and against, any liability, injury, death, loss or damage to property or persons, caused by or resulting from condition of premises including but not limited to flood, wind, fire or other natural causes. As has been the LESSOR'S policy in the past and will continue into the future, LESSOR is not responsible for any risks and liabilities associated with the leased premises.

**7. COMPENSATION FOR DAMAGES**

LESSEE shall not receive compensation for damages to improvements of LESSEE which are unintentionally damaged by LESSOR. However, LESSOR and its agents will not intentionally damage property of LESSEE, and will take precaution to avoid damage.

**8. MULTIPLE USE OF PREMISES/LESSOR'S RESERVATION**

Use of premises is reserved by LESSOR for access under, over and across the premises for any purpose desired by it at all times, including but not limited to all forestry activities by LESSOR or its agents, and logging at any time at any place by contractors as agents of LESSOR. This is true even if the intended use is interrupted. LESSEE understands that LESSOR'S proprietary interest in the land is primary and LESSEE'S use of the land is secondary. The rights of the LESSEE for use of the land shall be inferior to the rights of the LESSOR for any purpose that LESSOR deems proper. This lease is made and accepted subject to any and all valid and existing rights-of-way, easements, servitudes, surface leases, mineral leases, etc., if any, in favor of other parties, which are of record or otherwise entered into by LESSOR.



**14. LESSEE'S DEFAULT/CANCELLATION**

LESSOR may cancel this lease if LESSEE violates any provision hereof, and such violation continues for a period of ten (10) days after notice thereof is given by LESSOR in writing specifying the breach. In such event LESSOR shall retain the rentals paid in advance.

**15. CANCELLATION**

LESSOR and LESSEE shall each have the right to cancel this lease by giving notice of such intention in writing at least thirty (30) days prior to the desired date of termination. No refund of rent shall be due upon cancellation.

**16. IMPROVEMENTS**

No improvements shall be placed on the lease premises under the terms of this lease other than those specified in the attached Addendum(s). Improvements placed upon the land by LESSEE may be removed by LESSEE, except such as may be made or affixed to an existing building on the premises. **LESSOR will require LESSEE to remove all improvements within thirty (30) days from termination or cancellation of this lease. If improvements are not removed within thirty (30) days of termination or cancellation of lease, LESSEE agrees to reimburse LESSOR the full costs of having improvements removed. Improvements shall include camps, campers, structures, deer stands, fences, septic systems, trash, etc.**

**17. FAILURE TO VACATE**

Should LESSEE fail to enter into a new Land Use Permit in writing with LESSOR when this Land Use Permit terminates for any cause, and LESSEE fails to vacate the premises upon such termination, it is specifically stipulated and agreed that in such event, LESSEE shall pay to LESSOR the sum of \$20.00 per acre per month for each acre comprising the premises, together with all damage to timber, crops, lands, buildings and other improvements. Should use of the premises be made under this paragraph, LESSOR shall have the right at any time it desires to cause LESSEE to vacate the property. If LESSEE is not directed to vacate, it shall be considered that LESSEE is accepting the premises in the capacity of a tenant on a month basis.

**18. NO PARTNERSHIP & SURRENDER**

This lease shall not give rise to a partnership or joint venture relation between the parties hereto. Neither party shall have the authority to bind the other without written consent. At the termination of this lease, LESSEE shall deliver and surrender peaceable possession of the leased premises to the LESSOR in like condition received, subject to normal wear and tear and any damage as a result of acts of God.

**19. INTEREST**

No conveyance is made of any interest whatsoever in, and this Land Use Permit is expressly subject to all prior and subsequent Land Use Permits and/or Leases or other contracts generally and those relating to oil, gas or other minerals in, on or under the leased area(s). This Land Use Permit is not intended to affect mineral leases which are validly in effect during the term of this lease. This Land Use Permit shall be applicable only upon LESSOR'S undivided interest in the subject property if said interest is found to be less than 100%.

**20. WARRANTY**

This lease is made without warranty of title either expressed or implied, even as to the return of rental paid.

**21. GOVERNANCE**

This agreement shall be governed by and construed in accordance with the Laws of the State of Louisiana.

**22. TAXES**

LESSOR shall pay all taxes assessed against said land; LESSEE shall pay all taxes assessed against LESSEE'S property situated on said lands.

**23. SURVIVAL OF OBLIGATIONS**

LESSEE'S obligations under this lease shall survive the expiration or early termination of this Land Use Permit.

**24. ENFORCEMENT COSTS**

LESSOR shall be entitled to recover all costs and expenses incurred by it in connection with the enforcement of the terms and provisions of this Land Use Permit including, but not limited to, all attorney's fees, court costs, survey costs, expenses incurred for remedial action, and all other costs and expenses of whatsoever kind and nature.

**25. NOTICE**

All notices herein required shall be in writing and shall be delivered in person, or by registered mail addressed as follows:

TO LESSOR:

P. O. BOX 1110  
ALEXANDRIA, LA 71309-1110

TO LESSEE:

C/O

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals in the presence of the undersigned authorities, Notaries Public, and attesting competent witnesses on the dates hereinafter shown, with the DATE FIRST BEING ABOVE WRITTEN being the DATE OF THIS INSTRUMENT.

DONE, READ, AND SIGNED at my office at Alexandria, Louisiana, in the presence of the undersigned competent witnesses on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
Printed Name of Notary  
Notary No. \_\_\_\_\_  
Parish of \_\_\_\_\_, State of \_\_\_\_\_  
Commission expires: \_\_\_\_\_

DONE, READ, AND SIGNED at my office at \_\_\_\_\_, in the presence of the undersigned competent witnesses on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Home Phone: \_\_\_\_\_  
Business Phone: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
Printed Name of Notary  
Notary No. \_\_\_\_\_  
Parish of \_\_\_\_\_, State of \_\_\_\_\_  
Commission expires: \_\_\_\_\_