\*

L E A S E

UNITED STATES OF AMERICA:

STATE OF LOUISIANA:

PARISH OF \*:

THIS LEASE MADE AND ENTERED INTO BY AND BETWEEN:

THE DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT OF THE STATE OF LOUISIANA, represented herein by CHARLES MCBRIDE, REAL ESTATE ADMINISTRATOR, authorized by Policy and Procedure Memorandum Number 5, dated December 16, 1976, as amended and revised, issued by the Secretary of the Louisiana Department of Transportation and Development, hereinafter referred to as Lessor, and \*, hereinafter referred to as Lessee:

WITNESSETH, that for and in consideration of \* Lessor does hereby lease and let unto the said Lessee the following described property, to-wit:

D E S C R I P T I O N

 \*

The terms of this Lease shall be for a period of one (1) year beginning on the day of acceptance of this Lease and ending on the last day of the same month, 20\_\_\_\_.

This Lease may be renewed by mutual agreement for a period of one (1) year.

Lessee shall, at his expense, put said property in the necessary condition for safe occupancy, including the approaches thereto, and promptly pay any and all costs that may be incurred in this connection, maintaining the property free of any liens resulting therefrom.

Lessee covenants that it will maintain said premises in a safe condition and assume all liability therefor and will hold Lessor harmless from liability to Lessee or other persons for any injury, loss or damage to persons or property in, on, or about the

said leased premises, and does hereby warrant that it will appear and defend any suit brought against Lessor by virtue of any injury received by any person or persons lawfully on the premises or approaches thereto, whether as an employee, a guest, licensee or permitter of the said Lessee; and in the event of any judgment being taken against the said Lessor, the said Lessee agrees and binds itself to pay the same or reimburse the said Lessor.

It is further agreed that Lessee shall obtain and provide Lessor with proof of liability insurance and renter’s insurance for the duration of the lease.

It is agreed and understood by and between the parties hereto that, notwith- standing the fact that the primary term of this Lease is for a period of one (1) year, either party hereto shall have the right to terminate same at any time prior to the expiration of the said one (1) year upon giving the other party a written notice of his intention to do so at least thirty (30) days prior to the date of such termination. Such written notice shall

be accepted and considered as a full and complete termination of said Lease as of the date therein specified and no further action or notice shall be necessary or required by the party giving said notice.

It is agreed that none of the covenants, terms or conditions of this lease shall in any manner be altered, waived, changed or abandoned, except by a written instrument executed by the parties hereto, duly acknowledged and recorded in the Conveyance Records of the Parish of \*.

All of the conditions and stipulations herein contained, and all of the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto.

At the expiration of this Lease, or upon termination thereof by either party at an earlier date, the Lessee shall remove all materials or other property owned by or placed on said leased premises by the Lessee. If the Lessee fails to remove any such materials or other property within thirty (30) days after the expiration or termination of this Lease, such failure shall constitute an abandonment of his interest in said material or other property in favor of the Lessor, and the said Lessor shall be as free to dispose of such materials or property as it would any other property belonging to Lessor.

IN WITNESS WHEREOF, the parties hereto have signed and executed and acknowledged this instrument as their free and voluntary acts, in triplicate originals in the presence of the undersigned competent witnesses, as of the \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_.

WITNESSES DEPARTMENT OF TRANSPORTATION

 AND DEVELOPMENT OF THE STATE

 OF LOUISIANA

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

 BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 CHARLES MCBRIDE

 REAL ESTATE ADMINISTRATOR

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

ACKNOWLEDGMENT

STATE OF LOUISIANA:

PARISH OF EAST BATON ROUGE:

BEFORE ME, the undersigned authority this day personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, to me personally known to be the identical person whose name is subscribed to the foregoing instrument as an attesting witness, who being first duly

sworn on his/her oath, says: That he/she subscribed his/her name to the foregoing instrument as a witness, and that he/she knows \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who executed the same and saw him/her sign the same as his/her voluntary act and deed, and that he/she, the said \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, subscribed his/her name to

the same at the same time as an attesting witness.

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

 AFFIANT

SWORN TO and subscribed before me, this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 19\_\_\_\_\_.

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

NOTARY PUBLIC

DEPARTMENT OF TRANSPORTATION

AND DEVELOPMENT

STATE OF LOUISIANA

WITNESSES TO LESSEE'S SIGNATURE

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

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NOTARY PUBLIC