

PERMIT CONTRACT FOR GRAZING

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

1. The PERMITTER does by these presents permit to the PERMITTEE, 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 permitted by PERMITTER to third parties, PERMITTEE 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 PERMITTEE and an adjacent permittee exist or arise and remain unresolved for thirty (30) days, PERMITTER may terminate this permit. PERMITTEE acknowledges that the determination by PERMITTER of the boundaries of the tract herein permitted is final and binding on PERMITTEE.
3. The above-described property is permitted only for the following purposes: Grazing and under no circumstances is this property permitted for any purpose other than that as stated and as strictly interpreted, and in no event shall this permit grant the right for privilege to PERMITTEE to cut any timber, including firewood, saw logs and/or pulpwood.
4. The execution of this Grazing Permit Contract does not permit PERMITTEE to enter upon any other property belonging to the PERMITTER without the express permission of the tenant or PERMITTER and the violation of this provision constitutes a default of this permit.
5. This permit shall be for a term of 36 calendar months commencing on the 1st day of January 2022, ending at midnight on December 31, 2024. In no event shall this permit be in effect for longer than three (3) years as specified by law.

If after the expiration of this permit, the PERMITTEE shall remain in possession of the above-described property for a period of thirty days without any steps having been taken by the PERMITTER to cause the PERMITTEE to deliver up the possession of the property, the PERMITTER shall nevertheless still have the option of compelling the PERMITTEE to surrender the property at any time, unless a new permit is signed. The PERMITTEE 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 PERMITTEE remains in possession after the expiration of this permit he shall be liable for a pro rata share of the rent for the period between the expiration of the permit and the relinquishment of possession by him.

6. The price of consideration for the granting of this permit will be in the payment by the PERMITTEE to the PERMITTER, of the sum of: _____ hundred and 0/100 ----- DOLLARS (\$ _____), payable as follows: _____ to be paid before the first day of January each calendar year of the permit term with a \$100.00 late fee to be paid for payments made after December 31.

Such payment is to be made at the PERMITTER'S office at 1320 Grimmert 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 PERMITTER may from time to time designate in writing to the PERMITTEE.

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

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

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

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

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

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

9. At the expiration of this permit the PERMITTEE will return the permitted property to the PERMITTER 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 permit due to non-payment of rent or termination of permit, PERMITTER grants PERMITTEE the right to remove within ten days all improvements placed there by PERMITTEE, except for fences which shall become the property of PERMITTER upon termination hereof.

10. This permit 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 PERMITTEE will not contract to sell or assign this permit or to sublet the permitted property. The PERMITTEE must be the occupant of the permitted property and shall not allow third parties to occupy the permitted property on a full-time basis. Such allowance or such use shall be construed as subleasing said property which is strictly prohibited.

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

12. PERMITTEE shall keep the premises orderly and shall not permit the accumulation of trash, discarded items or hazardous materials. PERMITTEE 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. PERMITTEE shall not permit any use of the premises prohibited by law.

13. Violation by PERMITTEE of any term or condition of this permit shall entitle PERMITTER, at his option, to cancel the permit immediately.

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

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

WITNESSES:

BOARD OF COMMISSIONERS OF THE CADDO LEVEE DISTRICT

Printed Name: _____

Ali M. Mustapha, PERMITTER

Printed Name: _____

_____, PERMITTEE