



October 26, 2022

Bid Information for Leasing of Hunting Property at NPSB

Bids/Proposals will be accepted until **December 1, 2022 2:00 p.m.** and will be publicly opened and read aloud at that time in the School Board's Central Office, 310 Royal Street, Natchitoches, Louisiana,

71457-5709. Please find bid-related documents at WWW.CENTRALBIDDING.COM or with

[Natchitoches Parish Journal](#) or [Natchitoches Times](#). Bids/Proposals received after the date and time of opening will not be considered. Facsimile transmissions will not be considered. Additional information

may be obtained upon request by contacting Michelle Demery, Purchasing Coordinator, at

Michelle.Demery@npsb.la or 318-352-2358, Ext. 1155, between the hours of 8:00 a.m. and 4:30 p.m.

Bids may be mailed in or dropped off at 310 Royal Street address. The Board reserves the right to reject any or all bids.

Other terms and conditions:

1) Bidder must acknowledge their acceptance of the template lease and its terms which is attached herein on their bid offer.

2) All parcels of land up for bid have a minimum bid per acre of \$7

310 Royal Street • P.O. Box 16

Natchitoches, LA 71457-0016

Phone: (318) 352-2358

Fax: (318) 352-8138

- 3) Each lease is for three years and the bidder must state their bid for each year separately. An example is “Year 1 -\$7, Year 2 -\$8 and Year 3 -\$9”
- 4) Bidder must bid for each parcel separately in a separately sealed envelope with parcel number identified on the outside of the envelop.
- 5) Bidder must provide **proof of easement** to the parcel being bided. Example is “Using Water Well Road as Easement”



Lee Waskom

Director of Business Affairs

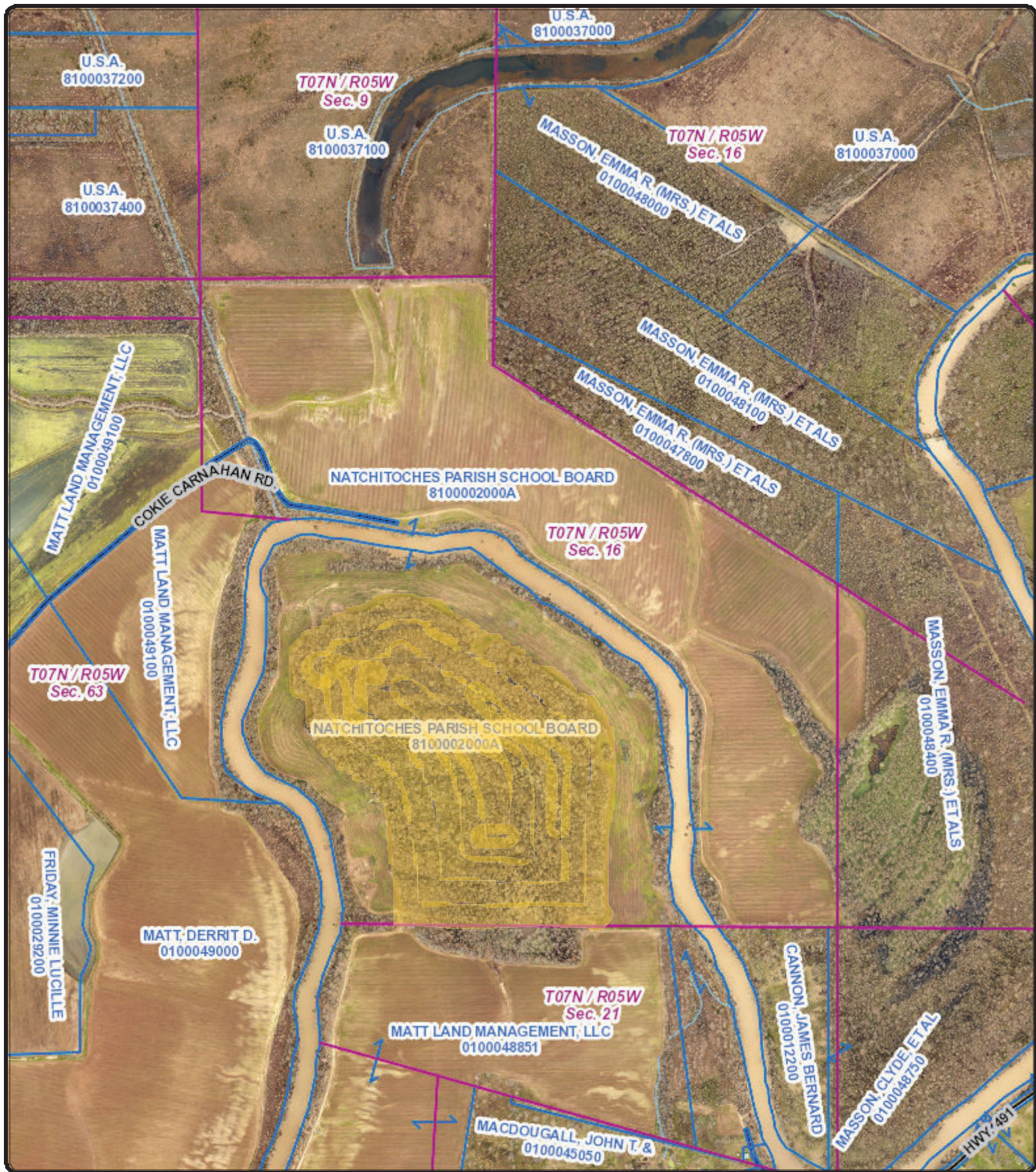


Grant Eloi, ED. D. Secretary – Treasurer

Natchitoches Parish School Board

10/26/2022

Natchitoches Parish School Board



May 19, 2022

1 inch = 1,011 feet



DISCLAIMER: Every reasonable effort has been made to assure the accuracy of the data presented. The Assessor of Natchitoches Parish makes no warranties, express or implied, regarding the completeness, reliability or suitability of the site data and assumes no liability associated with the use or misuse of said data. The Assessor retains the right to make changes and update data on this site at anytime, without notification. The parcel data on the base map is used to locate, identify and inventory parcels of land in Natchitoches Parish for assessment purposes only and is not to be used or interpreted as a legal survey or legal document. Additional data layers not originating in the Assessors Offices are also presented for informational purposes only. Before proceeding in any legal matter, all data should be verified by contacting the appropriate county or municipal office.

STATE OF LOUISIANA

PARISH OF NATCHITOCHEs

HUNTING LEASE CONTRACT

This Hunting Lease Contract is made and entered into by and between:

Natchitoches Parish School Board
310 Royal Street
Natchitoches LA 71457

hereinafter referred to as the **SCHOOL BOARD**; and

hereinafter referred to as **LESSEE**.

WITNESSETH:

1. For the consideration and upon the terms, conditions and stipulations hereinafter set forth and as provided in Louisiana Revised Statutes 17:87.8, the **SCHOOL BOARD** does by these presents hereby lease unto **LESSEE** the sport hunting and fishing rights only on the following described land situated in Natchitoches Parish, Louisiana, to wit:

Section Sixteen (16),
Township _____, Range
_____, Natchitoches Parish,
Louisiana, containing
_____ acres, more or less and
hereinafter referred to as, Leased
Premises.

2. The term of this Lease shall be for a period of _____ () months, beginning _____, 2022 and expiring _____.
3. The consideration for this Lease, payable in advance at the beginning of each lease year, is as follows:
First Year -\$_____ -Receipt of which is acknowledged
Second Year-\$_____ -Payable September 30, 2023.
Third Year -\$_____ -Payable September 30, 2024.
4. The **LESSEE** agrees to pay all taxes and governmental charges of any kind whatsoever as they become due that may, at any time, be lawfully assessed or levied

against or with respect to this lease of the premises or improvements installed or brought by **LESSEE** therein or thereon; all utility and other charges including water, light, gas, garbage and sewerage, incurred in the occupancy and upkeep of the premises and all assessments and charges lawfully made by any governmental body that may be secured by a lien on the premises provided, that with respect to special assessment or other governmental charges that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as are required to be paid during the lease term.

5. The **LESSEE** shall be responsible for the installation, maintenance and whenever necessary, disconnection of utilities. **LESSEE** shall not construct or install, at his own expense, any constructions or improvements, including but not limited to water wells, without the express consent and permission of the **SCHOOL BOARD**. Any and all such constructions or improvements, whether authorized or not, will become the property of the **SCHOOL BOARD**.
6. The **SCHOOL BOARD** grants this Lease to **LESSEE** and their invited guests for the purpose of conducting hunting and fishing and taking of wildlife as permitted and in accordance with the laws and regulations of the State of Louisiana, Department of Wildlife and Fisheries, but does not include any other activities, including by way of illustration, but not limitation, commercial recreational developments or facilities, commercial camping activities, commercial hunting rights, commercial fishing rights, non-hunting related vehicular activities, grazing rights (sheep, cattle or livestock), agricultural rights, or any rights to timber upon or minerals in, on or under said lands. Off road vehicles shall be used only as required for transportation in connection with the ordinary hunting and fishing activities.
7. Overnight camping on said land (tents, mobile trailer, or similar units) shall be permissible, however no permanent camps shall be constructed on said lands.
8. **LESSEE** shall not transfer, assign, mortgage, pledge or sublease this Lease in whole or part. Any attempt to do so shall immediately and without notice terminate this Lease. Selling daily or short term permits to non-members shall not be permitted.
9. **LESSEE** shall at its sole cost and expense post said lands and patrol the lands against trespassers, squatters and poachers and shall assume the responsibility to establish such rules and regulations as necessary to conduct the hunting or fishing activities on said lands in a safe, prudent and

efficient manner. **LESSEE** shall not permit anyone under the age of twelve (12) years to hunt on the Leased Premises and all minors hunting or engaging in any activity on the Leased Premises shall be under the supervision of their parents. **LESSEE** shall also promote the wildlife game population on said lands by any legal means, including the planting of game food at locations approved by **SCHOOL BOARD'S** representative.

10. **LESSEE** agrees to abide by and to comply with any and all applicable local, State and Federal laws and regulations pertaining to its operation on the Leased Premises, including specifically the posting, game, fishing and trapping rules, regulations and statutes of the State of Louisiana and shall keep the premises clean of debris, refuse and waste. **LESSEE** shall maintain boundary lines on the entire acreage of Leased Premises.
11. **LESSEE** shall conduct its sport hunting and related activities on the Leased Premises according to all Federal, State and local laws, rules and regulations concerned with environmental protection and control and to strictly comply therewith. Furthermore, **LESSEE** specifically agrees to comply with the provisions of the Federal Endangered Species Act, 16 U.S.C. Section 1531, et. seq., (as amended) and, prior to its sport hunting and related activities, to inspect the land subject to this lease for evidence of habitation by such species of fish, wildlife and plants which may from time to time be listed as threatened or endangered at 50 C.F.R. Section 17. **LESSEE** shall report to **SCHOOL BOARD** the presence of, or any evidence of, habitation by such threatened or endangered species. **LESSEE** agrees to indemnify and save and hold **SCHOOL BOARD**, its officers, agents and employees free and harmless from any and all liens, claims, costs, liability, fines, penalties and/or damages for or on account of any violation of the Endangered Species Act which is caused by or results in whole or in part from acts of commission, omission or negligence on the part of **LESSEE**, its agents, employees or guests, arising or growing out of the exercise of the rights under, or the performance or malperformance or nonperformance of any part of **LESSEE'S** duties or activities under this lease, the **SCHOOL BOARD** shall have the right to terminate (if so desired by **SCHOOL BOARD**) this agreement on the affected acreage (as determined solely by **SCHOOL BOARD**) and **LESSEE** shall be reimbursed or excused from the payment as the case may be for the prorated portion of the rental as determined in good faith by the **SCHOOL BOARD** which relates to the affected acreage.
12. **LESSEE** shall have the right of ingress and egress upon

and over the Leased Premises at any and all times for the exercise of the rights herein granted. **LESSEE** shall have the right to use existing roads over said lands but shall not have the right to construct any additional roads or make any alterations to said existing roads, without the written consent of the **SCHOOL BOARD**. The **SCHOOL BOARD** does not warrant the condition of any roads, bridges or drainage structures on said land, nor does the **SCHOOL BOARD** agree to maintain any such roads, bridges or drainage structures in any particular condition. **LESSEE** expressly acknowledges its independent duty before any use hereof, to inspect such roads and to determine the adequacy thereof for its intended use before using same. **LESSEE** agrees that it shall not injure, damage and/or destroy any fences, gates, roads, drainage structures, livestock, timber, or other property of the **SCHOOL BOARD** and/or of others on said land and shall be responsible for and shall reimburse the **SCHOOL BOARD** and/or others for any damages which may occur as a result of its activities. **LESSEE** agrees to promptly notify the **SCHOOL BOARD** of any injury or damage to the Leased Premises. **LESSEE** accepts the Leased Premises "as is".

13. **LESSEE** takes cognizance of the fact that the **SCHOOL BOARD** may manage the Leased Premises as a timber plantation and/or for other purposes and that the **SCHOOL BOARD'S** right to conduct any of the School Board's operations on said land shall at all times be superior to the rights herein leased. The **SCHOOL BOARD**, in its operations, may harvest timber, clear portions of, or all of said land, plant and cultivate timber thereon, construct roads, improve and/or develop said land for other purposes, and conduct any other activity necessary or convenient in its operations, without restriction and without any liability as to the effect that such operations may have upon the hunting rights herein leased. **SCHOOL BOARD** has no responsibility whatsoever to protect the game, land and premises of this lease from injury or damages resulting from natural causes or the actions of other parties.
14. **LESSEE** is expressly prohibited except upon written authorization of **SCHOOL BOARD** from erecting gates, cables or fences for the purpose of limited access to the Leased Premises or to the lands of others, however, **SCHOOL BOARD** may require **LESSEE** to erect gates at specified locations on the Leased Premises, said gates to be erected using the **SCHOOL BOARD'S** specifications. Any gates or fences constructed by **LESSEE** shall become the property of **SCHOOL BOARD** at the termination or expiration of this Lease. The use of locks for any gate will be at the sole discretion of the **SCHOOL BOARD** representative. **LESSEE** is also prohibited from using any other methods of limited such access, such as intentional felling trees, digging trenches or using destructive devices such as

nail-boards, scattered roofing nails, or broken bottles.

15. **LESSEE** agrees that all vehicular travel on or across the Leased Premises shall be limited to the established roads and trails which are designed by **SCHOOL BOARD's** representative, located thereon and that such vehicular travel is expressly prohibited in, on, over, or across areas on which young timber stands have been established. The use of four wheel drive or all terrain vehicles in wet weather, resulting in excessive damage to roads is expressly prohibited.
16. As a material part of the consideration for the **SCHOOL BOARD's** execution of this Contract of Lease, **LESSEE** agrees that it shall not commit, authorize or permit the cutting and removal of timber or the dumping of garbage, trash, refuse and hazardous waste on said land and insofar as it is able, it will watch said land for unauthorized dumping and trespass and shall give **SCHOOL BOARD** immediate notice of any dumping, trespass or other depredation committed thereon by anyone. **LESSEE** also agrees and obligates itself to aid and assist in preventing and suppressing forest or grass fires on said land to the best of its ability and shall immediately report any such fire to the fire fighting crews of the State and Parish.
17. **LESSEE** agrees to exercise extreme care in order that forest fires be avoided and to aid in the prevention and suppression of any fires encountered on the Lease Premises, and will promptly report to **SCHOOL BOARD** all known fires, so that the mature and immature standing timber, vegetation, and brush on the Leased Premises shall be protected and preserved for the future benefit and use of **SCHOOL BOARD**. **SCHOOL BOARD** agrees to take prompt action in order that such reported fires be brought under control as early as possible. All state and private fire fighting crews shall have all rights of ingress and egress to and from the Leased Premises for the suppression of fires. If, at any time during the existence of this Lease, **SCHOOL BOARD** believes an extremely dangerous fire period exists, in its sole discretion or based wholly or partially on advisories of state fire protection officials, **SCHOOL BOARD** may notify **LESSEE** in writing to suspend using the Leased Premises and to temporarily vacate the same until said dangerous fire period has passed.
18. Neither **LESSEE**, its members, guests, employees nor its invitees shall cut, injure or destroy any trees, crops, roads, fences, buildings, or other improvements located on the Leased Premises, nor dig for any artifacts, arrowheads, rocks and/or gemstones, and **LESSEE** agrees to compensate **SCHOOL BOARD** for any and all damages so caused and as determined by **SCHOOL BOARD**. Firewood cutting and bushhogging are expressly

prohibited under this Agreement, unless approved by **SCHOOL BOARD** representative. **LESSEE** specifically covenants and agrees that no nails, spikes, screws, bolts, or other metal objects will be driven into any trees or timber on the Leased Premises for any purpose whatsoever, except that trees may be used for signs erected for posting purposes.

19. **LESSEE** agrees that all deer stands shall be portable and shall not be nailed to or otherwise permanently affixed to or built in trees, it being understood that driving tacks, nails, spikes, screws, bolts or other metal objects into any trees on the Leased Premises is expressly prohibited. No deer stands shall be located within 25 feet of exterior boundary lines, "no hunting" areas, occupied dwellings, or other areas designated by **SCHOOL BOARD**'s representative. No hunting shall be conducted in a location that creates a danger to the public.
20. As a material part of the consideration of the **SCHOOL BOARD**'s execution of this contract of Lease, **LESSEE** agrees to indemnify and save and hold the **SCHOOL BOARD**, its officers, agents and employees free and harmless from any and all liens, claims, costs, liability and/or damages for or on account of any injury to or death of persons or damage to property (including but not in any way limited to the **SCHOOL BOARD**'s property) and costs and attorney fees incurred in defense, in whole or in part caused by the condition of the premises and/or by acts of commission, omission or negligence on the part of the **LESSEE**, its members, guests, permittees, agents or employees, arising or growing out of the exercise of the rights under, or the performance, malperformance or nonperformance of any part of this Contract of Lease, whether such loss or liability is caused or contributed by any act of the parties indemnified hereunder or by the condition of the premises, including the conditions of any private roads, bridges, drainage or structures.
21. **LESSEE** further agrees to provide a policy of Comprehensive General Liability insurance in the amount of \$1,000,000 protecting the **SCHOOL BOARD** against any and all claims for damages to persons or property arising out of **LESSEE**'s operations hereunder. The policy shall be endorsed with contractual liability coverage. The policy shall also include broad coverage for all types of stands and raised platforms placed on the Leased Premises. The **SCHOOL BOARD**, the **LESSEE**'s members, guests and invitees shall be named as additional insureds on the Comprehensive General Liability insurance. In the event **LESSEE** engages or employs any person as an employee in connection with its activities within the Leased Premises, **LESSEE** shall provide and maintain a standard workers' compensation insurance policy. Each policy

of insurance shall be issued by a recognized company qualified under the laws of Louisiana and provide at least fifteen (15) days' notice to the School Board of any change or cancellation thereof. **LESSEE** shall deliver to School Board a certificate of insurance and each policy prior to the start of each year of the term of this Lease. In the event **LESSEE** fails to maintain the insurance coverages or shall fail to provide renewal policies, such shall be a default on the part of the **LESSEE**.

22. This Lease is made subject to any existing or future easements, servitudes, surface leases and other types of occupancy agreements that may affect said land and is also subordinate to any existing or future, gravel, mineral, timber and other leases that may affect said land. **SCHOOL BOARD** shall not grant a similar lease as this lease to any other party (person or entity) during the term of this Lease.
23. The parties hereto, in the exercise of their respective rights, hereby agree to cooperate with each other and any other party or parties having or who may acquire rights in said lands without undue interference from any other party. **LESSEE** agrees that in, and its invited guests, shall not conduct any hunting activities in the vicinity of any logging or other operations on said land that could in any way endanger any person performing said operations and further agrees while hunting in the perimeter of said land shall not discharge any fire arms, arrows or other instrument whose projectiles would enter the adjacent lands of other parties.
24. It is agreed that should **LESSEE** breach any of the terms of this contract or should **LESSEE** after ten (10) days' written notice, fail to pay the rent when due or should **LESSEE** fail to comply in good faith with the provisions contained herein, the **SCHOOL BOARD**, at its option, may immediately terminate this Lease. **LESSEE** also agrees that it shall be responsible for and shall reimburse the **SCHOOL BOARD** for any damages or losses suffered by the **SCHOOL BOARD** as a result of any such violation. In the event that the **SCHOOL BOARD** files a lawsuit for the collection of rent due under this lease or for the enforcement of rights or remedies granted to the **SCHOOL BOARD** under this lease, **LESSEE** agrees to pay the **SCHOOL BOARD's** attorney fees and costs in connection therewith.
25. **SCHOOL BOARD** reserves the right to deny access to the Leased Premises to any person or persons because of their drunkenness, carelessness with guns, violation of game laws, trespassing on adjoining landowners, and/or the committing of acts which strain relations with adjoining landowners. In like manner, **SCHOOL BOARD** reserves the right to terminate this Lease in the event **LESSEE** permits acts which hinder mineral or

timber operations of **SCHOOL BOARD** or its grantees, activities which are objectionable, offensive or cause embarrassment to **SCHOOL BOARD** or are detrimental to **SCHOOL BOARD's** interests. Authority in matters arising under this paragraph shall rest exclusively with **SCHOOL BOARD's** representative. Failure of **LESSEE** to expel or deny access to the Leased Premises to any person or persons after being notified to do so by **SCHOOL BOARD's** representative or of **LESSEE** to cease the aforesaid acts, may result in the immediate termination of this Lease for cause.

26. **LESSEE** agrees to issue some form of identification tag or button to each and every member and guest admitted to the Leased Premises and to require that same be worn visibly upon the clothing while said individual is present on the Leased Premises. **LESSEE** agrees that at the time of the execution of this Lease, **LESSEE** shall furnish to **SCHOOL BOARD** a certified Membership List containing an acceptance of the terms and conditions of this Lease, which Membership List shall set forth the names, addresses, telephone numbers, and social security numbers, of all persons authorized to enter on the Leased Premises and which Membership List shall be signed by each and every party named therein. **LESSEE** shall notify **SCHOOL BOARD** annually at the time of rental payment of any changes in the Membership List so furnished.
27. The President or other chief executive officer of the **LESSEE** shall be responsible for all operations of the **LESSEE**, and is hereby deemed the agent of the **LESSEE** for all purposes of this Lease, including but not limited to, the receipt of all notices or other documents required from time to time, and as agent is authorized to act on behalf of **LESSEE** and in its name insofar as its relationship with the **SCHOOL BOARD** is concerned.
28. **LESSEE** shall transmit to **SCHOOL BOARD** prior to execution of this Lease, photocopies of all articles, bylaws, agreements, rules, and regulations as may be adopted by the members of **LESSEE**, and shall likewise transmit to **SCHOOL BOARD** during this Lease, photocopies of any amendments or modifications to any of said documents.
29. **LESSEE** shall participate in the DMAP Program sponsored by the Louisiana Department of Wildlife & Fisheries. Also, in the event **SCHOOL BOARD** requires in writing, **LESSEE** agrees to participate in deer or other game management programs, and other annual activities that may be proposed by **SCHOOL BOARD**. No agreement, plan or program concerning the regulation of animal populations or the management of water, land or other natural resources on the Leased Premises shall be made by the **LESSEE** with any local, state, federal or private agency, without first obtaining the written

approval of **SCHOOL BOARD**.

30. **SCHOOL BOARD** is under no obligation to renew this Lease and any renewals shall be solely at the option of the **SCHOOL BOARD**.
31. The **SCHOOL BOARD's** representative for all matters involving this lease is its Superintendent of Schools or designee.
32. Notwithstanding any provision contained herein to the contrary, it is mutually understood and agreed by the parties hereto, that the **SCHOOL BOARD**, at its option and by giving **LESSEE** thirty (30) days advance written notice, reserves the right at any time during the term hereof, to withdraw any part or all of the lands included in this agreement and or to terminate this lease contract in its entirety. In the event of any such withdrawal or termination, the **SCHOOL BOARD** agrees to so notify **LESSEE** and also agrees to refund any unearned rent to **LESSEE**, either on a cash refund basis or by credit towards the rent on a subsequent year, as appropriate. Also in the event of such withdrawal or termination, **LESSEE** shall remain liable to the **SCHOOL BOARD** for all obligations occurring prior to the withdrawal or termination, including the indemnity obligation set forth in paragraph 20 above.
33. Article 2688 of the Louisiana Civil Code shall not be applicable to this Lease and **LESSEE** specifically agrees that his mere possession of the Leased Premises subsequent to the end of the term hereof shall not reconduct this Lease.
34. Except as otherwise provided in this Lease, at the termination or sooner termination of the Leased Term, the **LESSEE** agrees to surrender the possession of the premises, promptly to the **School Board**.
35. This Lease Contract supersedes and replaces any previous Hunting Lease Contract between the parties hereto, and/or between any predecessor of the parties, covering any part or all the land involved.
36. This Act contains the entire agreement between the parties hereto and no change, amendment or extension of this agreement shall be made or recognized, unless evidenced in writing by the parties hereto.
37. Lessee agrees to maintain communication with National Resource Conservation Services in order to preserve the premises in its present condition and shall not cause or permit any violation of the provisions of the Wetland Reserve Program particularly, but not limited to the following, to-wit:
 - a. haying, mowing or seed harvesting for any reasons;

- b. altering of grassland, woodland, wildlife habitat, or other natural features by burning, digging, plowing, disking, cutting or otherwise destroying the vegetative cover;
- c. dumping refuse, wastes, sewage, or other debris;
- d. harvesting wood products;
- e. draining, dredging, channeling, filling, leveling, pumping, diking, impounding or related activities, as well as, altering or tampering with water control structures or devices;
- f. diverting or causing or permitting the diversion of surface or underground water into, within or out of the easement area by any means;
- g. building or placing buildings or structures on the easement area;
- h. planting or harvesting any crop, and
- i. gazing or allowing livestock on the easement area.

(Signatures on next page)

THUS EXECUTED in multiple originals on behalf of the Natchitoches Parish School Board on this ____ day of _____, 2022.

WITNESSES: Natchitoches Parish School Board

_____, President

SWORN TO AND SUBSCRIBED before me, this ____ day of _____, 2022

NOTARY PUBLIC

Print Name: _____
Notary Number or Bar Roll No.: _____

THUS EXECUTED this ____ day of _____, 2022.

WITNESSES:

LESSEE:

SWORN TO AND SUBSCRIBED before me, this ____ day of _____, 2022.

NOTARY PUBLIC

Print Name: _____
Notary Number or Bar Roll No.: _____