

1 **ARTICLE 11 – LEASE ACCESS**

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3 **EXISTING LEASE LANGUAGE**

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5 11. ... Lessor’s representatives shall have access at all reasonable times to examine and
6 inspect Lessee’s records and operations pertaining to the leased premises or lands pooled
7 therewith.

8
9 19. This lease is subject to the provisions of La. R.S. 30:127(G), and access by the public
10 to public waterways through the state lands covered by the lease shall be maintained and
11 preserved for the public by the lessee.

12
13 **AUGUST DRAFT LANGUAGE**

14
15 (A) This Lease is subject to the requirements of La. R.S. 30:127(G) such that the public’s
16 access to public waterways throughout the State lands covered by this Lease shall be
17 maintained and preserved for the public by Lessee.

18
19 (B) Lessor retains the right, throughout the life of this Lease, to use all existing roads and
20 waterways and those constructed or reconstructed by Lessee for any and all purposes
21 deemed necessary or desirable in connection with the control, management,
22 administration and harvest of Lessor-owned land or resources thereof, including timber
23 management.

24
25 (C) Lessor retains the right, throughout the life of this Lease, to use any and all portions of
26 the Leased Premises for any and all purposes so long as doing so does not unreasonably
27 interfere with the rights and performance of Lessee under this Lease.

28
29 (D) Lessor shall have the right to sell, exchange, transfer or otherwise dispose of all or any
30 portion of the Leased Premises. Further, Lessor shall have the right to issue rights-of-
31 way and easements upon the Leased Premises so long as such rights-of-way or easements
32 do not unreasonably interfere with Lessee’s operations conducted pursuant to the rights
33 granted by this Lease.

34
35 (E) Lessor reserves the right to access the Leased Premises at all reasonable times in order to
36 inspect the Leased Premises and to investigate and secure compliance by Lessee with all
37 Lease requirements.

38
39 (F) The rights reserved hereunder may be exercised by Lessor or any other person or entity
40 acting under the authority of Lessor in any manner that does not unreasonably interfere
41 with or endanger Lessee’s operations under this Lease.

42
43 (G) All rights pertaining to the Leased Premises not expressly granted to Lessee by this
44 Lease, or necessarily implied herein, are hereby reserved to Lessor.

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2 **PROPOSED RE-WRITE (TRACK CHANGES)**
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- 4 (A) ~~This Lease is subject to the requirements of La. R.S. 30:127(G) such that~~ Lessee shall
5 maintain and preserve the public's access to public waterways throughout the State lands
6 covered by this Lease ~~shall be maintained and preserved for the public by Lessee.~~
7
- 8 (B) ~~Lessee shall grant Lessor, or any other person or entity acting on behalf of Lessor, access~~
9 at all reasonable times via any road or waterway to inspect the Leased Premises to ensure
10 compliance with all Lease requirements or to exercise any right reserved explicitly or
11 impliedly in this Lease.
12
- 13 ~~(B) Lessor retains the right, throughout the life of this Lease, to use all existing roads and~~
14 ~~waterways and those constructed or reconstructed by Lessee for any and all purposes~~
15 ~~deemed necessary or desirable in connection with the control, management,~~
16 ~~administration and harvest of Lessor-owned land or resources thereof, including timber~~
17 ~~management.~~
18
- 19 (C) Lessor retains the right, ~~throughout the life of this~~ to sell, exchange, transfer, or otherwise
20 dispose of all or any portion of the Leased Premises and all rights in the Leased Premises
21 not expressly granted to Lessee by this Lease or necessarily implied by this Lease;
22 Further, Lessor's shall have the right to use any and all portions of the Leased Premises
23 for any ~~and all purposes so long as or to issue rights-of-ways and servitudes upon the~~
24 Leased Premises provided doing so does not unreasonably interfere with the rights ~~and~~
25 performance of Lessee ~~under this Lease.~~
26
- 27 ~~(D) Lessor shall have the right to sell, exchange, transfer or otherwise dispose of all or any~~
28 ~~portion of the Leased Premises. Further, Lessor shall have the right to issue rights of~~
29 ~~way and easements upon the Leased Premises so long as provided such rights of way or~~
30 ~~easements do not unreasonably interfere with Lessee's operations conducted pursuant to~~
31 ~~the rights granted by under this Lease.~~
32
- 33 ~~(E) Lessor reserves the right to access the Leased Premises at all reasonable times in order to~~
34 ~~inspect the Leased Premises and to investigate and secure compliance by Lessee with all~~
35 ~~Lease requirements.~~
36
- 37 ~~(F) The rights reserved hereunder may be exercised by Lessor or any other person or entity~~
38 ~~acting under the authority of Lessor in any manner that does not unreasonably interfere~~
39 ~~with or endanger Lessee's operations under this Lease.~~
40
- 41 ~~(G) All rights pertaining to the Leased Premises not expressly granted to Lessee by this~~
42 ~~Lease, or necessarily implied herein, are hereby reserved to Lessor.~~
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PROPOSED RE-WRITE (CLEAN VERSION)

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- (A) Lessee shall maintain and preserve the public’s access to public waterways throughout the State lands covered by this Lease.

- (B) Lessee shall grant Lessor, or any other person or entity acting on behalf of Lessor, access at all reasonable times via any road or waterway to inspect the Leased Premises to ensure compliance with all Lease requirements or to exercise any right reserved explicitly or impliedly in this Lease.

- (C) Lessor retains the right to sell, exchange, transfer, or otherwise dispose of all or any portion of the Leased Premises and all rights in the Leased Premises not expressly granted to Lessee or necessarily implied by this Lease. Further, Lessor shall have the right to use any and all portions of the Leased Premises for any purpose or to issue rights-of-ways and servitudes upon the Leased Premises provided doing so does not unreasonably interfere with the rights of Lessee.