ARTICLE 11 – LEASE ACCESS

EXISTING LEASE LANGUAGE

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

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

AUGUST DRAFT LANGUAGE

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

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

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

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

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

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

(G) All rights pertaining to the Leased Premises not expressly granted to Lessee by this Lease, or necessarily implied herein, are hereby reserved to Lessor.
PROPOSED RE-WRITE (TRACK CHANGES)

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

(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.

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

(C) Lessor retains the right, throughout the life of this 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 by this Lease or necessarily implied by this Lease. Further, Lessor’s shall have the right to use any and all portions of the Leased Premises for any and all purposes so long as provided doing so does not unreasonably interfere with the rights and performance of Lessee under this Lease.

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

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

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

(G) All rights pertaining to the Leased Premises not expressly granted to Lessee by this Lease, or necessarily implied herein, are hereby reserved to Lessor.
PROPOSED RE-WRITE (CLEAN VERSION)

(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.