

St. Charles Parish

Supplemental Agenda

St. Charles Parish Courthouse
15045 Highway 18
P.O. Box 302
Hahnville, LA 70057
985-783-5000
www.stcharlesparish-la.gov

Parish Council

Council Chairman Terrell D. Wilson
Councilmembers Wendy Benedetto, Paul J. Hogan,
Mary K. Clulee, Dick Gibbs, William Billy Woodruff,
Marilyn B. Bellock, Traci A. Fletcher, Julia Fisher-Perrier

Monday, September 18, 2017

6:00 PM

Council Chambers, Courthouse

Final

ORDINANCES / RESOLUTIONS INTRODUCED FOR PUBLICATION / PUBLIC HEARING

Monday, October 2, 2017, 6:00 pm, Council Chambers, Courthouse, Hahnville

- S* 1** 2017-0306 An ordinance approving and authorizing the execution of Change Order No. 1 (Balancing) for Parish Project No. S141201, Ellington Levee Force Main Relocation, to balance the contract quantities with actual quantities resulting in a decrease of \$1,585.22 and a decrease in time of thirty six (36) days.

Sponsors: Mr. Cochran and Department of Wastewater

- S* 5** 2017-0308 An ordinance to approve and authorize the execution of a contract with Tullier Services, LLC, for Parish Project No. S080503-4; Upgrades to Anna and Ama Lift Stations, with a Base Bid in the amount of \$203,000.00 and Alternate Bid in the amount of \$11,000.

Sponsors: Mr. Cochran and Department of Wastewater

- S* 12** 2017-0309 An ordinance to approve and authorize the Parish President to execute a Lease agreement with Raven Land, LLC for the County Agent's office in St. Charles Parish.

Sponsors: Mr. Cochran and Chief Administrative Officer

- S* 23** 2017-0310 An ordinance to approve and authorize the Parish President to execute a Lease agreement with D.J.V., LLC for the River Parishes Workforce Development Board Office in St. Charles Parish.

Sponsors: Mr. Cochran and Workforce Innovations and Opportunity Act Program

RESOLUTIONS**S* 34 2017-0302**

A resolution providing mandatory support for the Planning and Zoning Commission's approval of a religious institution in an R-1A(M) zoning district with a waiver the required setback of one foot for each foot of building height from all property lines at 17294 River Road, Montz as requested by Providence Baptist Church #2.

Sponsors:

Mr. Cochran and Department of Planning & Zoning

Additional Data (Regular Agenda - Page 136)

Legislative History

8/8/17	Department of Planning & Zoning	Received/Assigned PH
9/7/17	Department of Planning & Zoning	Rcmnd'd Approval w/Stip. to the Planning Commission
	Approval contingent upon an approval of a waiver fro the required setback of 1 ft. for each foot of building height from all property lines.	
9/7/17	Planning Commission	Recommended Approval to the Parish Council
	Approval with a waiver from the reuquired setback of 1 ft. for each foot of building height from all property lines.	

MEETINGS, ANNOUNCEMENTS, NOTICES, ETC.**S* MEETINGS**

*SPECIAL PROJECTS/PUBLIC SAFETY, HEALTH, AND ENVIRONMENTAL
COMMITTEE: Monday, 9/25/17, 5:30PM, Council Chambers, **Discussion: Proposed
Highway 90 and Des Allemands Boat Launches*

Accommodations for Disabled

St. Charles Parish will upon request and with three (3) days advanced notice provide reasonable accommodation to any disabled individual wishing to attend the meeting. Anyone requiring reasonable accommodation is requested to contact the Office of the Council Secretary at (985) 783-5000 to discuss the particular accommodations needed.

2017-0306

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF WASTEWATER)**

ORDINANCE NO. _____

An ordinance approving and authorizing the execution of Change Order No. 1 (Balancing) for Parish Project No. S141201, Ellington Levee Force Main Relocation, to balance the contract quantities with actual quantities resulting in a decrease of \$1,585.22 and a decrease in time of thirty six (36) days.

WHEREAS, Ordinance No. 16-11-12 adopted November 28, 2016 by the St. Charles Parish Council awarded construction of Parish Project No. S141201, Ellington Levee Force Main Relocation, to Sealevel Construction Inc.; and,

WHEREAS, it is necessary to amend the contract to adjust the original contract quantities with actual quantities resulting in an decrease of \$1,585.22 and a decrease in time of thirty six (36) days.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 1 (Balancing) for Parish Project No. S141201, Ellington Levee Force Main Relocation, to decrease the contract amount by \$1,585.22 and a decrease in time of thirty six (36) days is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Change Order on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this _____ day of _____, 2017, to become effective five (5) days after this publication in the official journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

SECTION 00806**CHANGE ORDER**No. 1 (Balancing)DATE OF ISSUANCE August 16, 2017 EFFECTIVE DATE Date of Owner's SignatureOWNER St. Charles ParishCONTRACTOR Sealevel Construction, Inc.

Contract: _____

Project: Ellington Levee Force Main RelocationOWNER's Contract No. S141201ENGINEER's Contract No. 1405ENGINEER Environmental Engineering Services, Inc.

You are directed to make the following changes in the Contract Documents:

Description: *See attached example on how to fill in this information*1. Delete the Following Work Items:

- a. Contract Item #1B-2: 14" DI CL53 Pipe (Station 148+12 to 150+33).
Delete item in its entirety. (-\$36,465.00)
- b. Contract Item #6: 14" DI Canal Crossing.
Delete item in its entirety. (-\$46,100.00)

Total of Deducted Items = (-\$82,565.00)

2. Add the Following Work Items:

- a. New Contract Item #1-1: 16" HDPE DR 11 Pipe.
Addition of \$6,897.60 L.S. See attachments for details.
- b. New Contract Item #1-2: 14" CL53 Ductile Iron Pipe.
Addition of \$13,865.76 L.S. See attachments for details.
- c. New Contract Item #1-3: Additional Layout for 2nd Drill.
Addition of \$1,751.00 L.S. See attachments for details.
- d. New Contract Item #1-4: Drilling Conditions – LaGreca.
Addition of \$20,249.42 L.S. See attachments for details.

Total of Added Work Items = (+\$42,763.78)

3. Revise the Following Work Item Quantities:

- a. Contract Item #1A: 16" HDPE DR 11 Pipe.
The quantity is to be changed to 5,200 L.F. (+\$28,000.00)
- b. Contract Item #1B-1: 14" DI CL53 Pipe.
The quantity is to be changed to 466 L.F. (-\$12,864.00)
- c. Contract Item #1C: 12" DI CL53 Pipe.
The quantity is to be changed to 25 L.F. (+\$400.00)
- d. Contract Item #43: 16" HDPE Force Main (Directional Drill).
The quantity is to be changed to 5,100 L.F. (+\$22,680.00)

Total of Change in Work Items Quantity = (+\$38,216.00)

Reason for Change Order: List a reason for each Line Item listed above.

1. Deleted Work Items

- a. The original bore path from Kellogg Pump Station to the North side of the canal near Cousins Pump Station was modified to bore underneath the canal and exit the ground on the South side of the canal next to Cousins pump station. This eliminated the need for the ductile iron pipe needed from Station 148+12 to 150+33.
- b. The original bore path from Kellogg Pump Station to the North side of the canal near Cousins Pump Station was modified to bore underneath the canal and exit the ground on the South side of the canal next to Cousins pump station. Since the bore went beneath the canal, this eliminated the need for the ductile iron pipe canal crossing.

2. Add Work Items

- a. The original bore path from Kellogg Pump Station to the North side of the canal near Cousins Pump Station was modified to bore underneath the canal and exit the ground on the South side of the canal next to Cousins pump station. Due to this change happening in the middle of the project, the cost to purchase and expedite the pipe was increased. This line item is only the increase in pipe purchase price from the original bid until the path change was approved. Installation of that pipe was charged under the original line item.
- b. The original bore path from Kellogg Pump Station to the North side of the canal near Cousins Pump Station was modified to bore underneath the canal and exit the ground on the South side of the canal next to Cousins pump station. The contractor was unable to return the 14" ductile iron pipe which was already on site, therefore the Parish will be required to take ownership of this pipe.
- c. The original bore path from Kellogg Pump Station to the North side of the canal near Cousins Pump Station was modified to bore underneath the canal and exit the ground on the South side of the canal next to Cousins pump station. This item was the cost of Riverland's Survey Company to layout the new drill path.
- d. During the first drill from Kellogg Pump Station towards Primrose, the contractor encountered an impenetrable layer of soil. The contractor attempted to penetrate this layer a total of three times before it was decided to adjust the path of the drill to avoid that depth. This additional item is for the contractor to recoup his cost, which was incurred due to unforeseen soil conditions.

3. Revise Work Item Quantities

- a. To balance the bid quantities to actual installed quantities.
- b. To balance the bid quantities to actual installed quantities.
- c. To balance the bid quantities to actual installed quantities.
- d. To balance the bid quantities to actual installed quantities.

Attachments: (List documents supporting change)

1. Invoice from IMSCO dated January 31, 2017 for New Contract Item #1-1.
2. Invoice from Louisiana Utilities Supply Co. dated February 27, 2017 for New Contract Item #1-2.
3. Invoice from Riverlands Surveying Co. LLC dated March 17, 2017 for New Contract Item #1-3.
4. Breakdown of Labor and Equipment for New Contract Item #1-4.
5. Balancing Summary Sheet dated August 16, 2017 showing the revised work item quantities.

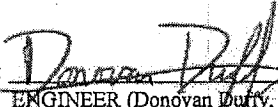
CHANGE IN CONTRACT PRICE:	
Original Contract Price	\$930,455.00
Net Increase (Decrease) from previous Change Orders No. <u> </u> to <u> </u> :	\$0
Contract Price prior to this Change Order:	\$930,455.00
Net Decrease	-\$1,585.22
Contract Price with all approved Change Orders:	\$928,869.78

CHANGE IN CONTRACT TIMES:	
Original Contract Times:	Substantial Completion: <u>180 days – June 17, 2017</u> Ready for final payment: <u>225 days – August 1, 2017</u> (days or dates)
Net change from previous Change Orders No. <u> </u> to <u> </u> :	Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> (days)
Contract Times prior to this Change Order:	Substantial Completion: <u>180 days – June 17, 2017</u> Ready for final payment: <u>225 days – August 1, 2017</u> (days or dates)
Net decrease this Change Order:	Substantial Completion: <u>36</u> Ready for final payment: <u>54</u> (days)
Contract Times with all approved Change Orders:	Substantial Completion: <u>144 days – May 12, 2017</u> Ready for final payment: <u>171 days – June 8, 2017</u> (days or dates)


RECOMMENDED:

APPROVED:

ACCEPTED:

 By: 
 ENGINEER (Donovan Duff, P.E.)

 By: _____
 OWNER (Authorized Signature)

 By: 
 CONTRACTOR (Authorized Signature)
Date: 8/17/17

Date: _____

Date: 8/21/17

2017-0308
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF WASTEWATER)

ORDINANCE NO. _____

An ordinance to approve and authorize the execution of a contract with Tullier Services, LLC, for Parish Project No. S080503-4; Upgrades to Anna and Ama Lift Stations, with a Base Bid in the amount of \$203,000.00 and Alternate Bid in the amount of \$11,000.

WHEREAS, sealed bids were received by St. Charles Parish on August 15, 2017 for S080503-4; Upgrades to Anna and Ama Lift Stations; and,

WHEREAS, Environmental Engineering Service, Inc, Consulting Engineers for the Project, have reviewed the bids and recommend that the Base Bid and Alternate be awarded in the total amount of \$214,000.00 by Tullier Services, LLC be accepted.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of Tullier Services, LLC, for the construction of St. Charles Parish Project No. S080503-4; Upgrades to Anna and Ama Lift Stations, be hereby approved and accepted, in the amount of \$214,000.00;

SECTION II. That the Parish President is hereby authorized to execute said contract documents on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this _____ day of _____, 2017, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

SECTION 00500

CONTRACT

This agreement entered into this _____ day of _____, 20 17, by Tullier Services, LLC, hereinafter called the "Contractor", whose business address is 58195 Homestead Drive, Plaquemine, LA 70764, and the St. Charles Parish, hereinafter called the "Owner".

Owner and Contractor, in consideration of premises and the mutual covenants; consideration and agreement herein contained, agree as follows:

ARTICLE 1

STATEMENT OF WORK

- 1.01 Contractor shall furnish all labor and materials and perform all of the work required to build, construct and complete in a thorough and workmanlike manner:
- 1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Environmental Engineering Services Inc.
- 1.03 It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated August 2016, Addenda number(s) 1 & 2, the Instruction to Bidders, Supplemental Instructions to Bidders, Louisiana Uniform Public Works Bid Form, General Conditions, Supplementary Conditions (if applicable), any Addenda thereto, impose duties and obligations upon the parties herein, and said parties thereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.
- 1.04 The Work is generally described as follows: Upgrades to the Anna Lift Station with force main and the abandonment of the Ama Lift Station.

ARTICLE 2

ENGINEER

- 2.01 The Project has been designed by Environmental Engineering Services, Inc. who is hereinafter called "Engineer" and who will assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3

CONTRACT TIME

- 3.01 The Contractor shall complete all of the Work under the Contract within 120 calendar days from the date stated in the Notice to Proceed.

ARTICLE 4

LIQUIDATED DAMAGES

- 4.01 Owner and Contractor recognize that the Owner will suffer direct financial loss if Work is not completed within the Contract Time specified plus any extensions thereof allowed in accordance with these General Conditions of this Contract, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor and Surety agree to forfeit and pay Owner five hundred dollars \$500.00 per day as Liquidated Damages for delay (but not as a penalty). Such Liquidated Damages will be assessed for each calendar day that expires after the Contract Time. This amount represents a reasonable estimate of Owner's expenses for extended delays and the costs associated therein. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the Contractor by his mere failure to complete the work on or before the date specified shall be deemed in default.

ARTICLE 5

CONTRACT PRICE

- 5.01 The Owner will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of:
- a) (\$ 214,000.00) Two Hundred Fourteen Thousand Dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written Change Order agreed to and signed by both parties and the Engineer and approved by the St. Charles Parish Council.

ARTICLE 6

PAYMENT PROCEDURES

- 6.01 Contractor shall submit Applications for Payment to the Engineer in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 Progress Payments. Progress payments will be based upon estimated quantities of contract unit price items or upon estimated percentages of completion of the schedule of lump sum values of labor and materials incorporated into the Work or suitably stored, on the last day of each month or other mutually agreed regular monthly date ending the progress payment period, less retainage.
- 6.03 Application for Payment Form. The form of the Application for Payment must be suitable to the Owner. The Owner reserves the right to withhold payment until the form of Application for Payment is deemed acceptable by the Owner.
- 6.04 Retainage. Per Paragraph 15.01.D retainage shall be withheld and payments will be made by the Owner in the payment amount of:
- a) Ninety percent (90%) of the approved payment applications for projects with contract of less than \$500,000.00; or
 - b) Ninety-five percent (95%) of the approved payment applications for projects with contract prices of \$500,000.01 or greater.
- 6.05 The normal retainage shall not be due the Contractor until after Substantial Completion and expiration of the forty-five (45) day lien period and submission to the Engineer of a clear lien certificate and invoice for retainage.
- 6.06 Final Payment. Upon the final completion of all Work, the Contractor may request a final inspection and may make a final Application for Payment as provided by Paragraph 15.06 of the General Conditions.
- 6.07 Final Acceptance. When Final Acceptance is granted by the Owner, the Owner shall file the certificate with the Recorder of Mortgages for St. Charles Parish.
- 6.08 At the expiration of the lien period the Contractor shall obtain a certificate from the Recorder of Mortgages of the Parish of St. Charles that the Contract is clear of any liens or privileges, and said certificate shall be presented to the Owner for final payment and release of retainage, less any such sums as may be lawfully withheld under the Contract.

- 6.09 Claims. Pursuant to La. R.S. 38:2242, when the Owner receives any claim of nonpayment arising out of the Contract, the Owner shall deduct such claim from the Contract Sum. The Contractor, or any interested party, may deposit security, in accordance with La. R.S. 38:2242.2, guaranteeing payment of the claim with the Recorder of Mortgages for St. Charles Parish. When the Owner receives original proof of such guarantee from the Recorder of Mortgages, the claim deduction will be added back to the Contract Sum.

ARTICLE 7

CONTRACTOR'S REPRESENTATIONS

- 7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- 7.02 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the Work.
- 7.03 Contractor has studied carefully all reports of explorations and tests of subsurface physical conditions and drawings of physical conditions which are identified in the Information Available To Bidders and as provided in the General Conditions.
- 7.04 Contractor has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, Contractor has or will obtain or perform at no additional cost to the Owner such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by Contractor for such purposes.

ARTICLE 8

CONTRACT DOCUMENTS

- 8.01 The following Contract Documents, which comprise the entire Agreement between Owner and Contractor, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:
- a) Contract (Section 00500)
 - b) Performance Bond (Section 00611)

- c) Payment Bond (Section 00610)
- d) Insurance Certificates
- e) Advertisement for Bids (Section 00010)
- f) Louisiana Uniform Public Works Bid Form (Section 00300)
- g) Addenda (Numbers 1 to 2 inclusive)
- h) Contract documents bearing the general title "Upgrades to Anna and Ama Lift Stations" dated August 2016.
- i) Drawings, consisting of a cover sheet dated August 2016 and the sheets listed on Drawing Sheet 2, each sheet bearing the following general title: "Upgrade to Anna and Ama Lift Stations".
- j) General Conditions (Section 00700)
- k) Supplementary Conditions (if applicable for compliance purposes) (Section 0800)

There are no Contract Documents other than those listed above in this Article 8. The Contract may only be amended, modified or supplemented as provided for in the General Conditions.

ARTICLE 9

MISCELLANEOUS

- 9.01 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the Owner may assign this contract to the State of Louisiana or any political subdivision, municipality, special district or authority thereof without Contractor's consent and without recourse.
- 9.02 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.03 It is hereby agreed and understood by the parties hereto that any and all disputes that may result in litigation shall be litigated in the 29th Judicial District Court for the Parish of St. Charles.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement effective as of the date first written above. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

OWNER: Parish of St. Charles

CONTRACTOR:

By: _____

By: William Dull

Title: _____

Title: PRESIDENT

ATTEST:

ATTEST:

By: _____

By: Thomas E. Dm

Title: _____

Title: PROJECT MANAGER

END OF SECTION

2017-0309

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(CHIEF ADMINISTRATIVE OFFICER)**

ORDINANCE NO. _____

An ordinance to approve and authorize the Parish President to execute a Lease agreement with Raven Land, LLC for the County Agent's office in St. Charles Parish.

WHEREAS, the St. Charles Parish County Agent's office is currently located at 1313 Paul Maillard Road, Suites D & E in Luling; and,

WHEREAS, the current lease expires on September 30, 2017, and it is the desire of the Parish Council to approve the renewal of said lease.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the lease between Raven Land, LLC and St. Charles Parish for office space to house the County Agent is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Lease on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this _____ day of _____, 2017, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

COMMERCIAL LEASE

PARTIES: This lease, dated _____ by and between RAVEN LAND, LLC, (hereafter "LESSOR"), AND ST. CHARLES PARISH COUNTY AGENT, (hereafter "LESSEE")

WITNESSETH:

LEASED PREMISES: In consideration of the rental stated herein and their mutual covenants, LESSOR leases to LESSEE and LESSEE leases from LESSOR, on the terms and conditions herein, the following described premises. 1313 PAUL MAILLARD ROAD, SUITES "D & E" of the VILLAGE SQUARE SHOPPING CENTER, hereafter referred to as the "LEASED PREMISES".

1. **TERMS:** The term of this lease is 36 months commencing October 2, 2017 and expiring September 30, 2020. The effective date of this lease will be October 2, 2017.
2. **EARLY OCCUPANCY:** The parties agree that LESSEE is to occupy the premises on N/A, which is the commencement date of this lease, for the purposes of conducting installations and alterations to the leased premises. Rent does not commence until the effective date.
3. **DELAYED POSSESSION:** In the event the LEASED PREMISES are not ready for occupancy by the commencement date, due to causes beyond LESSORS control, the commencement date will be the date of actual occupancy and the expiration date shall remain unchanged. Provided however, if the delay in occupancy exceeds 60 days, LESSEE, at his option, may cancel this lease.
4. **RENTAL:** LESSEE agrees to pay to LESSOR, without deduction, set off, prior notice or demand, rental during said term payable on the FIRST DAY OF EACH MONTH in advance as follows, One thousand, nine hundred dollars (\$1900.00), which include property taxes and insurance. Monthly rental payments shall be due and payable on or before the first day of each calendar month beginning on the "effective date" during the demised term provided. If the "effective date" should be a date other than the first day of a calendar month, the monthly rental set forth above shall be prorated to the end of that calendar month and all succeeding installments of rent shall be payable on or before the first day of each succeeding calendar month during the demised term.

All rentals due under this lease are payable to the order of RAVEN LAND, LLC and delivered to LESSOR at P.O. BOX 47, LULING, LA 70070, or as LESSOR or his succession representative may hereafter from time-to-time designate in writing.

5. **SECURITY DEPOSIT:** On the date of execution of this lease by LESSEE, there shall be due and payable by LESSEE a security deposit in an amount of N/A to be held for the performance by LESSEE of LESSEE'S covenants and obligations under this lease, it being expressly understood that the deposit shall not be considered an advance payment of rental or a measure of LESSOR'S damage in case of default by LESSEE or breach by LESSEE or LESSEE'S covenants under this lease. Such security deposit will be held by LESSOR without interest and LESSEE hereby pledges such deposit to LESSOR and grants LESSOR a continuing, unconditional security interest in such deposit to secure the full payment be LESSEE of all sums due under this lease and the full performance by LESSEE of all of its obligations hereunder. LESSOR may, from time-to-time, without prejudice to any other remedy, use the security deposit to the extent necessary to make good any arrears of rent and/or damage, injury, expense or liability caused to LESSOR by the event

of default or breach covenant, any remaining balance of the security deposit to be returned by LESSOR to LESSEE upon termination of this lease.

6. **PURPOSE & USE:** LESSEE shall occupy the LEASED PREMISES throughout the full term of the lease and the principal business to be conducted is described as COUNTY AGENT'S OFFICE, but for no other purpose that is illegal nor in any manner creating a nuisance or trespass. Neither sidewalks nor loading docks or any other outside area shall be used for sale, storage or display in any manner whatsoever. LESSEE agrees to comply with (and to indemnify LESSOR from any violation of) all laws or ordinances relative to LESSEE'S use of the LEASED PREMISES.
7. **COMPLIANCE WITH LAWS & REGULATIONS:** LESSEE shall at its own cost and expense obtain any and all licenses and permits necessary of any such use. LESSEE shall comply with all governmental laws, ordinances and regulations applicable to the use of the LEASED PREMISES and shall promptly comply with all governmental orders and directives for the corrections, preventions and abatement of nuisances in, upon or connected with LEASED PREMISES, all at LESSEE'S sole expense. Without LESSOR'S prior written consent, LESSEE shall not receive, store or otherwise handle any product, material or merchandise which is explosive or highly flammable or considered to be a HAZARDOUS MATERIAL (see Hazardous Material below). LESSEE will not permit the LEASED PREMISES to be used for any purpose or in any manner which would render the insurance thereon void or the insurance risk more hazardous.
8. **HAZARDOUS MATERIALS:** As used in this lease, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances", "hazardous waste", "hazardous materials", or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitations petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. LESSEE shall not cause or permit any "hazardous material" to be generated, produced, brought upon, used, stored, treated or disposed of in or about the LEASED PREMISES by LESSEE, its agents, employees, contractors, sub-lessees or invites without the prior written consent of LESSOR. LESSOR shall be entitled to take into account such other factors or facts LESSOR may reasonably determine to be relevant in determining whether to grant or withhold consent to LESSEE'S proposed activity with respect to "hazardous materials". In no event, however, shall LESSOR be required to consent to the installation or use of any storage tanks on the property.
9. **ACCEPTANCE OF PREMISES – CONDITION & SUITABILITY:** LESSEE hereby accepts the LEASED PREMISES in its existing condition (except as provided in Section 10) and assumes responsibility for the condition of the LEASED PREMISES. Any improvements or alterations desired by LESSEE shall be at LESSEE'S cost, with LESSOR'S prior written approval, except as hereinafter provided.
10. **WARRANTY OF OPERABILITY:** LESSOR warrants that all building systems, including but not limited to air conditioning/heating (HVAC), electrical, plumbing, door and sprinkler systems (if applicable) will be in good working order at the inception of this lease. LESSEE has ten (10) days upon taking occupancy to inspect the LEASED PREMISES for any deficiencies in said systems, during which period LESSEE is to notify LESSOR, or its agent, of any needed repairs and LESSOR shall perform promptly (or as practical) at LESSOR'S expense. LESSEE'S failure to notify LESSOR as described above will be construed as LESSEE'S acceptance of the LEASED PREMISES.

- 11. ALTERATIONS:** All alterations, replacements and improvements made upon the LEASED PREMISES during the lease, including lighting, ceiling fans, electrical wiring, office partitions, flooring/carpeting, all heating and air conditioning, plumbing and plumbing fixtures shall be done only with the prior express written consent of LESSOR and shall become the property of the LESSOR upon the expiration of the lease. However, those certain trade fixtures, machinery and equipment installed by LESSEE solely for use in his business shall remain the property of LESSEE; such trade fixtures, machinery and equipment installed by LESSEE shall be removed at the expiration date of the lease, provided the lease not then be in default and provided the premises are returned to the same condition as when let, ordinary wear and tear, Act of God or other casualty excepted. In the event LESSEE fails to remove any such fixture, machinery or equipment installed by it, LESSOR may at their option and at LESSEE'S expense demolish, remove and dispose of all such items or may retain as property of LESSOR without reimbursement to LESSEE. LESSEE undertakes that no lien, privilege or claim of any kind shall rest against the LEASED PREMISES from any repairs, alterations, additions or improvements or from the construction of any building or buildings and agrees to furnish, at its own cost, to LESSOR, upon LESSOR'S request therefore, the bond of a responsible Surety Company, qualified to do business in the State of Louisiana, and reasonably accepted to LESSOR, conditioned to hold LESSOR and the LEASED PREMISES harmless against any such lien, privilege or claim; said bond to be for an amount equal to the estimated cost of such construction, restoration, alterations, additions or improvements. No consent of LESSOR for LESSEE to make improvements or repairs to the premises shall be deemed to permit LESSOR'S interest to become subject to labor or material liens and privileges.
- 12. LESSEE'S SIGNS & SIGN REMOVAL:** Unless otherwise agreed in this lease, LESSEE shall not be permitted to place any signs on the LEASED PREMISES without LESSOR'S prior written approval. Such approval shall not be unreasonably withheld. Upon termination of this lease, LESSEE shall remove any sign, advertisement or notice painted on or affixed to the LEASED PREMISES and restore the place it occupied to the condition in which it existed as of the date of lease. Upon LESSEE's failure to do so, LESSOR may do so at LESSEE'S expense.
- 13. PARKING:** LESSEE shall have exclusive use of the provided parking spaces. LESSEE is solely responsible for securing its interest as it pertains to use of its designated parking by others.
- 14. UTILITIES:** All utility charges on the LEASED PREMISES shall be paid by LESSEE including cost of electricity, water and gas (if applicable), garbage pickup, sewer and any special fees.
- 15. MAINTENANCE AND REPAIR BY LESSEE:** LESSEE will at LESSEE'S sole expense keep and maintain in good repair the entire LEASED PREMISES including without limitation interior walls, floors, ceilings, ducts, utilities, air conditioning, heating, lighting and plumbing and also including any loading docks.

It is specifically acknowledged that safety and replacement of the plate glass is LESSEE'S responsibility, as well as keeping pipes from freezing in winter.

LESSEE shall immediately repair any damages caused by LESSEE. LESSEE shall also maintain a high degree of neatness and cleanliness. If LESSEE does not correct damages and/or clean the LEASED PREMISES within five (5) days of written notification by LESSOR, LESSOR may proceed with repairs and/or cleanup at LESSEE'S expense.

LESSEE agrees not to store merchandise or leave trash outside the LEASED PREMISES. All trash shall be kept in containers. Should LESSEE be in default in the requirements of this provision, LESSOR may,

after notice to LESSEE, remedy such default at LESSEE'S expense and such expense shall be treated as additional rental due under this lease by LESSEE.

LESSOR shall be initially responsible for the good operation of the air conditioning and heating (HVAC) system upon commencement of this lease. Once the HVAC system is determined to be in good working order, LESSEE shall be responsible to maintain said system at its cost and expense.

16. **MAINTENANCE AND REPAIR BY LESSOR** LESSOR shall be responsible only to maintain and perform repairs to the roof, foundations and outside walls (not including doors and floors) of the LEASED PREMISES. All other parts of and equipment serving the LEASED PREMISES shall be LESSEE'S responsibility. However, LESSOR shall not be obligated to make any repair to such roof, foundations and outside walls unless it shall be notified in writing by LESSEE of the need of such repair and shall have had a reasonable period of time to make such repair and shall not be liable to make any repair to the roof, foundations or outside walls occasioned by LESSEE'S acts or negligence. LESSOR shall not be liable for any damage or loss in consequence of defects in the LEASED PREMISES causing leaks, stoppage of water, sewer or drains or any other defects about the building and LEASED PREMISES, unless such damage or loss is caused by defects in the roof, foundations or outside walls (not including doors and floors) that LESSOR shall have failed to repair within a reasonable time following written demand of LESSEE to do so. Where contractors or manufacturers' warranties are applicable to parts of the LEASED PREMISES other than the roof, foundations or outside walls, and the LESSEE has advised the LESSOR in writing of the need of enforcement of such warranties, the LESSOR, at its option, will either enforce such warranties for LESSEE'S benefit at LESSEE'S expense or assign such warranties to LESSEE for LESSEE to enforce at LESSEE'S expense.
17. **COMMON AREA:** LESSOR shall have the right from time-to-time to establish, modify and enforce reasonable rules and regulations with respect to all such facilities and areas, to change traffic access provided the LEASED PREMISES are adequately served by the new access, to restrict parking by LESSEES, their officers, agents and employees to designated areas and to do and perform such other acts as LESSOR shall, in the use of its business judgment, determine to be advisable with a view to the improvement of the convenience and use thereof by LESSEE, their officers, agents, employees and customers.
18. **INSURANCE AND INDEMNITY:**
 - (A) **LIABILITY AND PROPERTY DAMAGE:** LESSEE shall at all times during the full term of the this lease and during the full term of any holdovers or other rental agreements carry and maintain at its own cost and expense General Public Liability Insurance against claims for personal injury or death and property damage occurring on the LEASED PREMISES, such insurance to afford protection to both LESSOR and LESSEE, as their interest may appear, including coverage for the contract liability of LESSEE to LESSOR assumed hereunder, and is to be maintained in reasonable amounts, having regard to the circumstances and the usual practice at the time of prudent owners and lessees of comparable facilities in the New Orleans Metropolitan area, but in no event in amounts less than **\$1,000,000.00** with respect to bodily injury or death to any one person, **\$1,000,000.00** with respect to any one accident, and for property damage not less than **\$1,000,000.00**.

LESSEE shall deliver to LESSOR evidence of liability and property damage insurance in the limits heretofore proscribed and shall name LESSOR as additional insured, said evidence to be delivered promptly upon the execution of this lease and when applicable, all renewals thereof.

- (B) **PLACEMENT OF INSURANCE:** All of the aforementioned policies of insurance shall be written and maintained in responsible insurance companies duly authorized and licensed to do business in and to issue policies in the State of Louisiana. The policies providing for the protection required in subparagraph A hereof may remain in the possession of LESSEE, provided, however, that LESSEE furnish satisfactory evidence to LESSOR or the LESSOR'S mortgagee that such policy or policies fulfill the requirements of this subparagraph.
- (C) **VOIDING INSURANCE:** LESSEE will not permit the herein LEASED PREMISES to be used for any purpose which would render the insurance thereon void.
- (D) **INDEMNITY:** LESSEE shall and will forever indemnify and save harmless LESSOR from and against any and all liability, penalties, expense, cause of action, suits, claims or judgments for death, injury or damages to persons or property during the term of this lease while on or arising out of the use, occupation, management or control of the LEASED PREMISES, adjacent property, streets and sidewalks or any act of operation on any thereof, or growing out of the demolition, construction, alteration or repair of any building thereon in any case without regard to whether such death, damage or injury results from the negligence of LESSEE or its sub-lessee or their respective agents or employees or otherwise. LESSEE shall and will, at its own expense, defend any and all suits that maybe brought against LESSOR, or any of them, or in which LESSOR, or any of them maybe impleaded with others, upon any such above mentioned claim or claims and shall and will satisfy, pay and discharge any and all judgments that maybe recovered against LESSOR or any of them in any such action or actions in which LESSOR or any of them maybe a party defendant.
19. **ACTS OF LESSEE AFFECTING INSURANCE:** LESSEE shall not do or cause or suffer anything to be or remain on or about the LEASED PREMISES or carry on or permit upon the LEASED PREMISES any trade or occupation or suffer to be done anything whereby the policy or policies of fire or other casualty insurance covering the LEASED PREMISES shall become void or suspended or that may render an increased or extra premium payable for the insurance of the LEASED PREMISES against fire and the hazards insured under extended coverage, unless such thing or activity is consented to in writing by the LESSOR and even if LESSOR consents to such thing or activity, LESSEE shall pay such increased or extra premium from time-to-time, on each occasion within ten (10) days after LESSEE shall have been advised of the amount thereof. Should LESSEE'S occupancy cause LESSOR to be unable to obtain fire or other casualty insurance covering the LEASED PREMISES. LESSOR shall have the right to terminate this lease upon giving LESSEE not less than (10) days prior notice and LESSEE shall be and remain liable to LESSOR for all damages payable upon a default termination under Section 32 hereof. LESSEE shall notify LESSOR at anytime the LEASED PREMISES will become unoccupied so that LESSOR may obtain necessary vacancy permits from LESSOR'S insurers.
20. **TAXES:**
- (A) Subject to provisions of subparagraph B below, LESSOR agrees to pay before they become delinquent all taxes (both general and special), assessments or governmental charges (hereinafter collectively referred to as "taxes") lawful levied or assessed against the premises or any part thereof, provided, however, LESSOR may at its sole cost and expense (in its own name or in the name of both, as it may deem appropriate) dispute and contest the same, and in such case, such disputed item need not be paid until finally adjudged to be valid. At the conclusion of such contest, LESSOR shall pay the items contested to the extent that they are held valid, together with all items, court costs, interest and penalties relating thereto, all of which shall be considered taxes.

- (B) The maximum amount of taxes levied or assessed against the premises during any one real estate tax year to be paid by the LESSOR shall be PARISH AND STATE TAXES. If in any real estate tax year during the term hereof or any renewal or extension, the taxes levied or assessed against the premises for such tax year shall exceed the sum as calculated in the preceding sentence, LESSEE shall pay to LESSOR upon demand such excess as additional rental. The failure to pay such excess or proportionate share thereof, as the case may be, upon demand shall be treated hereunder in the same manner as a default in the payment of rent hereunder when due. Any payment to be made pursuant to this subparagraph B with respect to the real estate tax year in which this lease commences or terminates shall bear the same ratio to the payment which would be required to be made for the full tax year as that part of such tax year covered by the term of this lease bears to a full tax year.
- (C) If at any time during the term of this lease the present method of taxation shall be changed so that in lieu of the whole or any part of any taxes, assessments, levies or charges levied, assessed or imposed on real estate and the improvements thereon, there shall be levied, assessed or imposed on LESSOR a capital levy or other tax directly on the rents received there from and/or a franchise tax, assessment, levy or charge measured by or based, in whole or part, upon such rents for the present or any future building or buildings on the premises, then all such taxes, assessments, levies or charges or the part thereof so measured or based shall be deemed to be included within the term "taxes" for the purposes hereof.
21. **DAMAGE AND DESTRUCTION:** In case the said LEASED PREMISES shall be so damaged by fire or other cause as to be rendered untenable and necessary repairs cannot be made within 120 days, this lease shall terminate as of the time the LEASED PREMISES were rendered untenable. However, if the damage is such that repairs can be completed within 120 days, LESSOR agrees to make such repairs promptly and to allow LESSEE an abatement in rent for such time as the LEASED PREMISES remains untenable. If the loss occurs in the last 18 months of the original term or extension thereof, either party may terminate this lease effective the date of the casualty by giving the other party written notice of such election within 30 days of the loss. In the event of partial loss, the rent shall be abated by the proportion of the LEASED PREMISES rendered unfit for use.
22. **WAIVER OF SUBROGATION:** Neither the LESSOR nor the LESSEE shall be liable to the other for the loss arising out of damage to or destruction of the LEASED PREMISES or the building or improvements of which the LEASED PREMISES are a part thereof, when such loss is caused by any of the perils which are or could be included within or are insured against by a standard form of fire insurance with extended coverage, including sprinkler leakage insurance, if any. All such claims for any and all loss, however caused, hereby are waived. Said absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either LESSOR or LESSEE or by any of their respective agents, servants or employees. It is the intention and agreement of the LESSOR or LESSEE that the rentals reserved by this lease have been fixed in contemplation that each party shall fully provide his own insurance carriers for reimbursement of any such loss, and further, that the insurance carriers involved shall not be entitled to subrogation under any circumstances against any party to this lease. Neither the LESSOR nor the LESSEE shall have any interest or claim in the other's insurance policy or policies or the proceeds thereof, unless specifically covered therein as a joint assured.
23. **LESSOR RIGHT OF ENTRY:** LESSOR may enter the premises at reasonable times to inspect the same to make repairs and alterations or to run pipe or electric wire, as LESSOR may deem necessary and appropriate provided that LESSOR will not unduly inconvenience LESSEE'S business.

24. **QUIET POSSESSION:** LESSOR agrees to warrant and defend LESSEE in its quiet and peaceful possession of the LEASED PREMISES so long as the lease is not in default.
25. **CONDEMNATION:** If all of the LEASED PREMISES are taken by condemnation or eminent domain proceedings or if so much of the LEASED PREMISES are so taken that the remainder is wholly inadequate of LESSEE'S business purposes (a "Total Taking") , this lease shall terminate. If the taking is not sufficiently extensive to constitute a Total Taking and if the taking includes a part of the building, then rent will not be reduced by the originally leased. If the taking does not include a part of the building, then rent will not be reduced by the taking so long as all parking spaces located on the LEASED PREMISES that are lost by the taking are replaced; then rent shall be reduced in an amount that is appropriate to compensate LESSEE for the lost parking facilities. In such condemnation proceedings, LESSEE may claim compensation for moving expenses and for the taking of any removable installations which by the terms of this lease LESSEE would be permitted to remove at the expiration of this lease, if such award is separately allowed by the condemning authority, but LESSEE shall be entitled to no additional award and LESSEE hereby waives all right to proceed for the loss of its leasehold interest, it being agreed that all damages recoverable by reason of the value of the LEASED PREMISES will belong and be payable to the LESSOR.
26. **SUBORDINATION – ESTOPPEL CERTIFICATES:** This lease is subject and subordinate to any mortgage that now or hereafter encumbers or affects the LEASED PREMISES or any part thereof. This clause shall be self-operative and the mortgagee need require no further instrument of subordination. In confirmation of such subordination, however, LESSEE shall, at LESSOR'S request, promptly execute any appropriate certificate or instrument containing an agreement by the mortgagee that so long as LESSEE is not in default under this lease such mortgagee will not disturb LESSEE'S possession of the LEASED PREMISES. In the event of the enforcement by any mortgagee of the remedies provided for by law or by such mortgage or ground lease, LESSEE will, upon request of any person or party succeeding to the interest of LESSOR as a result of such enforcement, automatically become the LESSEE of such successor in interest without change in the terms or other provisions of this lease. Upon request by such successor in interest, LESSEE shall execute and deliver an instrument or instruments confirming the attornment provided for herein. At either party's request, the other party will execute an estoppels certificate or a three-party agreement certifying that this lease is in effect, if, in fact, it is in effect and further certifying that, to the best knowledge of the party giving the certificate. There are no defaults hereunder other than those set out in such certificate.
27. **ASSIGNMENT OR SUBLETTING:** This lease may not be assigned and the LEASED PREMISES may not be sublet, partially or fully, without prior written consent of LESSOR. Even in the event of permitted assignment or subletting, LESSEE acknowledges that it shall remain fully responsible for compliance with all terms of the lease. Any sub-lessee occupying any part of this space shall by the act of subletting formally or informally assume all obligations of LESSEE, whether or not LESSOR knew of or approved or disapproved of such subletting.
28. **EXTENSION OF LEASE:** Provided LESSEE is not in default of any of the terms of this lease, LESSEE shall have the option to extend this lease for three periods with the monthly rental rate to be determined. The terms of said extension will be negotiated six (6) months prior to the end this original lease period. To exercise this option, LESSEE must give LESSOR written notice of his intent to extend the lease six (6) months prior to the termination of this lease. If LESSEE notified LESSOR as specified above, LESSOR shall give LESSEE written notice of the changes in the terms and conditions of this lease for the option period. LESSEE shall have until the fourth month

prior to the expiration of the lease term to exercise his option to extend this lease by accepting the terms and conditions set forth in LESSOR'S written notice.

- 29. DELIVERY AT EXPIRATION OF LEASE:** At expiration of this lease, LESSEE shall redeliver to LESSOR the LEASED PREMISES in good order and condition clear of all goods and broom-cleaned and shall make good all damages to the premises, usual and reasonable wear and tear damage excepted and shall remain liable for holdover rent until the premises with keys shall be returned in such order to LESSOR, provided, however that the assessment of such holdover rent will not deprive LESSOR of the right to require that LESSEE vacate the LEASED PREMISES immediately upon lease termination and LESSOR will have and retain the right to commence immediate eviction proceedings or take such other steps as are necessary to secure the removal of LESSEE from the LEASED PREMISES. No demand or notice of such delivery shall be necessary, LESSEE expressly waiving all notices and legal delays. In addition, LESSOR may require LESSEE to remove all and any alterations, additions or improvements (whether or not made with LESSOR'S consent) prior to the expiration of the lease and to restore the property to its prior condition, all at LESSEE'S expense. All alterations, additions and improvements which LESSOR has not required LESSEE to remove shall become LESSOR'S property and shall be surrendered to LESSOR upon the expiration or earlier termination of the lease. To the extent applicable, all obligations of LESSEE contained in this article shall survive the expiration or other termination of the terms of this lease.
- 30. LATE CHARGES:** LESSEE'S failure to pay rent promptly may cause LESSOR to incur unanticipated costs. The exact amount of such costs is impractical or extremely difficult to ascertain. Such costs may include, but are not limited to processing and accounting charges and late charges which may be imposed on LESSOR by any ground lease, mortgage or trust deed encumbering the LEASED PREMISES. Therefore, if LESSOR does not receive any rent payment within five (5) days after it becomes due, LESSEE shall pay LESSOR a late charge equal to ten percent (10%) of the overdue amount. The parties agree that such late charge represents a fair and reasonable estimate of the costs LESSOR will incur by reason of such payment.
- 31. LEASE HOLDOVER:** Should LESSEE remain on the LEASED PREMISES after expiration of this lease agreement, LESSOR has the option to interpret such actions as creating a month-to-month lease at a rental of fifty percent (50%) higher than that payable for the last month of the lease term, or to consider the holding over a trespass. Only a new signed lease or extension agreement shall deprive LESSOR of the choice of action.
- 32. DEFAULT BY LESSEE:** Should LESSEE fail to pay any of the rentals provided for herein promptly on the day when the same shall become due and payable hereunder and shall continue in default for a period of five (5) days after written notice thereof by LESSOR, or should LESSEE fail to comply with any of the other obligations of this lease within twenty (20) days from the mailing by LESSOR of notice demanding same or in the event of LESSEE'S bankruptcy, receivership, insolvency or assignment of the benefit of creditors or the attachment of the contents of the LEASED PREMISES by law or LESSEE'S failure to maintain a going business in the LEASED PREMISES, then LESSOR shall have the right, at LESSOR'S option (1) to cancel this lease, in which event there shall be due to LESSOR as liquidated damage a sum equal to the amount of the guaranteed rent for one year or alternatively at LESSOR'S option to be reimbursed all actual cost incurred in re-entering, renovation and re-letting said premises; (b) to accelerate all rentals due for the unexpired remaining term of this lease and declare same immediately due and payable; and/or (c) to sue for the rents in intervals or as the same accrues.

The foregoing provisions are without prejudice to any remedy, which might otherwise be used under the laws of Louisiana for arrears of rent or breaches of contract or to any lien to which LESSOR may be entitled.

If LESSEE has taken steps to cure any default not curable in twenty (20) days, such additional reasonable time as is necessary to cure such default shall be granted LESSEE, but never to exceed thirty (30) days. Should LESSOR terminate this lease as provided in this article, LESSOR may re-enter said LEASED PREMISES and remove all persons or personal property without legal process and all claims for damages by reason of such re-entry are expressly waived.

33. **NON-WAIVER:** Failure of LESSOR to declare immediately upon occurrence thereof or delay in taking any action in connection therewith shall not waive such default, but LESSOR shall have the right to declare default at any time. No waiver of any default shall alter LESSEE'S obligations under the lease with respect to any other existing or subsequent default.
34. **ATTORNEY'S FEES AND EXPENSES:** In the event it becomes necessary for either party to employ an attorney to enforce collection of the rents agreed to be paid or to enforce compliance with any of the covenants and agreements herein contained, the unsuccessful litigant will be liable for reasonable attorney's fees, costs and expenses incurred by the other party.
35. **INTEREST ON PAST DUE OBLIGATIONS:** Any amount owed by LESSEE to LESSOR which is not paid when due shall bear interest at the rate of fifteen percent (15%) per annum from the due date of such amount. However, interest shall not be payable on late charges to be paid by LESSEE under this lease. The payment of interest on such amounts shall not excuse or cure any default by LESSEE under this lease. If the interest rate specified in this lease is higher than the rate permitted by law, the interest rate is hereby decreased to the maximum legal interest rate permitted by applicable law.
36. **DEFINITION OF TERM:** For all purposes of this lease, references to "term" shall include not only the primary term as set forth on Page 1 hereof. References to date or time periods in relation to expiration or termination shall relate not only to the expiration or termination of said primary term, shall then have been exercised to otherwise instituted.
37. **ENTERITY OF UNDERSTANDING IN WRITTEN LEASE:** It is agreed that the entire understanding between the parties is set out in the lease and any riders which are hereto annexed and that this lease supersedes and voids all prior proposals, letters and agreements, oral or written. The law of Louisiana where the LEASED PREMISES are situated shall apply.
38. **CONFLICTS:** If there is any conflict between the printed portions and the typewritten or handwritten portions, the typewritten or handwritten portion shall prevail.
39. **BENEFITS OF PARTIES:** All of the provisions hereof shall be binding upon and shall inure to the benefit of LESSOR and LESSEE, their heirs, executors, administrators, successors and assigns (as the case may be).
40. **GOVERNING LAW:** This lease shall be governed by and construed in accordance with the laws of the State of Louisiana then in effect.
41. **LEASE RECORDATION:** All parties to this lease may, but shall not be obligated to record this lease. However, either LESSOR or LESSEE shall, upon request of the other, execute, acknowledge and deliver to the other a "short form" or memorandum of this lease for purposes of recordation.

2017-0310
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(WORKFORCE INNOVATIONS AND OPPORTUNITY ACT)
ORDINANCE NO. _____

An ordinance to approve and authorize the Parish President to execute a Lease agreement with D.J.V., LLC for the River Parishes Workforce Development Board Office in St. Charles Parish.

WHEREAS, the St. Charles Parish office of the River Parishes Workforce Development Board is currently located at 737 Paul Maillard Road, Suite A-1 in Luling; and,

WHEREAS, the current lease expires on September 30, 2017 and it is the desire of the Parish Council to approve the renewal of said lease.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the lease between D.J.V., LLC and St. Charles Parish for office space to house the River Parishes Workforce Development Board is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Lease on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

And the ordinance was declared adopted this _____ day of _____, 2017, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____
SECRETARY: _____
DLVD/PARISH PRESIDENT: _____
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____
RETD/SECRETARY: _____
AT: _____ RECD BY: _____

PARTIES: This lease, dated October 2, 2017 by and between DJV, LLC, (hereafter "LESSOR"), AND Louisiana Workforce Commission/St. Charles Parish, (hereafter "LESSEE")

WITNESSETH:

LEASED PREMISES: In consideration of the rental stated herein and their mutual covenants, LESSOR leases to LESSEE and LESSEE leases from LESSOR, on the terms and conditions herein, the following described premises. 737 PAUL MAILLARD ROAD, SUITE "A-1" of the VILLAGE SQUARE SHOPPING CENTER, hereafter referred to as the "LEASED PREMISES".

1. **TERMS:** The term of this lease is 36 months commencing October 2, 2017 and expiring September 30, 2020. The effective date of this lease will be October 2, 2017.
2. **EARLY OCCUPANCY:** The parties agree that LESSEE is to occupy the premises on N/A, which is the commencement date of this lease, for the purposes of conducting installations and alterations to the leased premises. Rent does not commence until the effective date.
3. **DELAYED POSSESSION:** In the event the LEASED PREMISES are not ready for occupancy by the commencement date, due to causes beyond LESSORS control, the commencement date will be the date of actual occupancy and the expiration date shall remain unchanged. Provided however, if the delay in occupancy exceeds 60 days, LESSEE, at his option, may cancel this lease.
4. **RENTAL:** LESSEE agrees to pay to LESSOR, without deduction, set off, prior notice or demand, rental during said term payable on the FIRST DAY OF EACH MONTH in advance as follows, One thousand, two hundred fifty dollars (\$1,250.00), which include property taxes and insurance. Monthly rental payments shall be due and payable on or before the first day of each calendar month beginning on the "effective date" during the demised term provided. If the "effective date" should be a date other than the first day of a calendar month, the monthly rental set forth above shall be prorated to the end of that calendar month and all succeeding installments of rent shall be payable on or before the first day of each succeeding calendar month during the demised term.

All rentals due under this lease are payable to the order of DJV, LLC and delivered to LESSOR at P.O. BOX 26, LULING, LA 70070, or as LESSOR or his succession representative may hereafter from time-to-time designate in writing.

5. **SECURITY DEPOSIT:** On the date of execution of this lease by LESSEE, there shall be due and payable by LESSEE a security deposit in an amount of N/A to be held for the performance by LESSEE of LESSEE'S covenants and obligations under this lease, it being expressly understood that the deposit shall not be considered an advance payment of rental or a measure of LESSOR'S damage in case of default by LESSEE or breach by LESSEE or LESSEE'S covenants under this lease. Such security deposit will be held by LESSOR without interest and LESSEE hereby pledges such deposit to LESSOR and grants LESSOR a continuing, unconditional security interest in such deposit to secure the full payment by LESSEE of all sums due under this lease and the full performance by LESSEE of all of its obligations hereunder. LESSOR may, from time-to-time, without prejudice to any other remedy, use the security deposit to the extent necessary to make good any arrears of rent and/or damage, injury, expense or liability caused to LESSOR by the event of default or

breach covenant, any remaining balance of the security deposit to be returned by LESSOR to LESSEE upon termination of this lease.

6. **PURPOSE & USE:** LESSEE shall occupy the LEASED PREMISES throughout the full term of the lease and the principal business to be conducted is described as workforce assistance, but for no other purpose that is illegal nor in any manner creating a nuisance or trespass. Neither sidewalks nor loading docks or any other outside area shall be used for sale, storage or display in any manner whatsoever. LESSEE agrees to comply with (and to indemnify LESSOR from any violation of) all laws or ordinances relative to LESSEE'S use of the LEASED PREMISES.
7. **COMPLIANCE WITH LAWS & REGULATIONS:** LESSEE shall at its own cost and expense obtain any and all licenses and permits necessary of any such use. LESSEE shall comply with all governmental laws, ordinances and regulations applicable to the use of the LEASED PREMISES and shall promptly comply with all governmental orders and directives for the corrections, preventions and abatement of nuisances in, upon or connected with LEASED PREMISES, all at LESSEE'S sole expense. Without LESSOR'S prior written consent, LESSEE shall not receive, store or otherwise handle any product, material or merchandise which is explosive or highly flammable or considered to be a HAZARDOUS MATERIAL (see Hazardous Material below). LESSEE will not permit the LEASED PREMISES to be used for any purpose or in any manner which would render the insurance thereon void or the insurance risk more hazardous.
8. **HAZARDOUS MATERIALS:** As used in this lease, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste or related materials, including any substances defined as or included in the definition of "hazardous substances", "hazardous waste", "hazardous materials", or "toxic substances" now or subsequently regulated under any applicable federal, state or local laws or regulations, including without limitations petroleum-based products, paints, solvents, lead, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products and materials which are subsequently found to have adverse effects on the environment or the health and safety of persons. LESSEE shall not cause or permit any "hazardous material" to be generated, produced, brought upon, used, stored, treated or disposed of in or about the LEASED PREMISES by LESSEE, its agents, employees, contractors, sub-lessees or invites without the prior written consent of LESSOR. LESSOR shall be entitled to take into account such other factors or facts LESSOR may reasonably determine to be relevant in determining whether to grant or withhold consent to LESSEE'S proposed activity with respect to "hazardous materials". In no event, however, shall LESSOR be required to consent to the installation or use of any storage tanks on the property.
9. **ACCEPTANCE OF PREMISES – CONDITION & SUITABILITY:** LESSEE hereby accepts the LEASED PREMISES in its existing condition (except as provided in Section 10) and assumes responsibility for the condition of the LEASED PREMISES. Any improvements or alterations desired by LESSEE shall be at LESSEE'S cost, with LESSOR'S prior written approval, except as hereinafter provided.
10. **WARRANTY OF OPERABILITY:** LESSOR warrants that all building systems, including but not limited to air conditioning/heating (HVAC), electrical, plumbing, door and sprinkler systems (if applicable) will be in good working order at the inception of this lease. LESSEE has ten (10) days upon taking occupancy to inspect the LEASED PREMISES for any deficiencies in said systems, during which period LESSEE is to notify LESSOR, or its agent, of any needed repairs and LESSOR shall perform promptly (or as practical) at LESSOR'S expense. LESSEE'S failure to notify LESSOR as described above will be construed as LESSEE'S acceptance of the LEASED PREMISES.

- 11. ALTERATIONS:** All alterations, replacements and improvements made upon the LEASED PREMISES during the lease, including lighting, ceiling fans, electrical wiring, office partitions, flooring/carpeting, all heating and air conditioning, plumbing and plumbing fixtures shall be done only with the prior express written consent of LESSOR and shall become the property of the LESSOR upon the expiration of the lease. However, those certain trade fixtures, machinery and equipment installed by LESSEE solely for use in his business shall remain the property of LESSEE; such trade fixtures, machinery and equipment installed by LESSEE shall be removed at the expiration date of the lease, provided the lease not then be in default and provided the premises are returned to the same condition as when let, ordinary wear and tear, Act of God or other casualty excepted. In the event LESSEE fails to remove any such fixture, machinery or equipment installed by it, LESSOR may at their option and at LESSEE'S expense demolish, remove and dispose of all such items or may retain as property of LESSOR without reimbursement to LESSEE. LESSEE undertakes that no lien, privilege or claim of any kind shall rest against the LEASED PREMISES from any repairs, alterations, additions or improvements or from the construction of any building or buildings and agrees to furnish, at its own cost, to LESSOR, upon LESSOR'S request therefore, the bond of a responsible Surety Company, qualified to do business in the State of Louisiana, and reasonably accepted to LESSOR, conditioned to hold LESSOR and the LEASED PREMISES harmless against any such lien, privilege or claim; said bond to be for an amount equal to the estimated cost of such construction, restoration, alterations, additions or improvements. No consent of LESSOR for LESSEE to make improvements or repairs to the premises shall be deemed to permit LESSOR'S interest to become subject to labor or material liens and privileges.
- 12. LESSEE'S SIGNS & SIGN REMOVAL:** Unless otherwise agreed in this lease, LESSEE shall not be permitted to place any signs on the LEASED PREMISES without LESSOR'S prior written approval. Such approval shall not be unreasonably withheld. Upon termination of this lease, LESSEE shall remove any sign, advertisement or notice painted on or affixed to the LEASED PREMISES and restore the place it occupied to the condition in which it existed as of the date of lease. Upon LESSEE's failure to do so, LESSOR may do so at LESSEE'S expense.
- 13. PARKING:** LESSEE shall have exclusive use of the provided parking spaces. LESSEE is solely responsible for securing its interest as it pertains to use of its designated parking by others.
- 14. UTILITIES:** All utility charges on the LEASED PREMISES shall be paid by LESSEE including cost of electricity, water and gas (if applicable), garbage pickup, sewer and any special fees.
- 15. MAINTENANCE AND REPAIR BY LESSEE:** LESSEE will at LESSEE'S sole expense keep and maintain in good repair the entire LEASED PREMISES including without limitation interior walls, floors, ceilings, ducts, utilities, air conditioning, heating, lighting and plumbing and also including any loading docks.

It is specifically acknowledged that safety and replacement of the plate glass is LESSEE'S responsibility, as well as keeping pipes from freezing in winter.

LESSEE shall immediately repair any damages caused by LESSEE. LESSEE shall also maintain a high degree of neatness and cleanliness. If LESSEE does not correct damages and/or clean the LEASED PREMISES within five (5) days of written notification by LESSOR, LESSOR may proceed with repairs and/or cleanup at LESSEE'S expense.

LESSEE agrees not to store merchandise or leave trash outside the LEASED PREMISES. All trash shall be kept in containers. Should LESSEE be in default in the requirements of this provision, LESSOR may,

after notice to LESSEE, remedy such default at LESSEE'S expense and such expense shall be treated as additional rental due under this lease by LESSEE.

LESSOR shall be initially responsible for the good operation of the air conditioning and heating (HVAC) system upon commencement of this lease. Once the HVAC system is determined to be in good working order, LESSEE shall be responsible to maintain said system at its cost and expense.

16. **MAINTENANCE AND REPAIR BY LESSOR** LESSOR shall be responsible only to maintain and perform repairs to the roof, foundations and outside walls (not including doors and floors) of the LEASED PREMISES. All other parts of and equipment serving the LEASED PREMISES shall be LESSEE'S responsibility. However, LESSOR shall not be obligated to make any repair to such roof, foundations and outside walls unless it shall be notified in writing by LESSEE of the need of such repair and shall have had a reasonable period of time to make such repair and shall not be liable to make any repair to the roof, foundations or outside walls occasioned by LESSEE'S acts or negligence. LESSOR shall not be liable for any damage or loss in consequence of defects in the LEASED PREMISES causing leaks, stoppage of water, sewer or drains or any other defects about the building and LEASED PREMISES, unless such damage or loss is caused by defects in the roof, foundations or outside walls (not including doors and floors) that LESSOR shall have failed to repair within a reasonable time following written demand of LESSEE to do so. Where contractors or manufacturers' warranties are applicable to parts of the LEASED PREMISES other than the roof, foundations or outside walls, and the LESSEE has advised the LESSOR in writing of the need of enforcement of such warranties, the LESSOR, at its option, will either enforce such warranties for LESSEE'S benefit at LESSEE'S expense or assign such warranties to LESSEE for LESSEE to enforce at LESSEE'S expense.
17. **COMMON AREA:** LESSOR shall have the right from time-to-time to establish, modify and enforce reasonable rules and regulations with respect to all such facilities and areas, to change traffic access provided the LEASED PREMISES are adequately served by the new access, to restrict parking by LESSEES, their officers, agents and employees to designated areas and to do and perform such other acts as LESSOR shall, in the use of its business judgment, determine to be advisable with a view to the improvement of the convenience and use thereof by LESSEE, their officers, agents, employees and customers.
18. **INSURANCE AND INDEMNITY:**
 - (A) **LIABILITY AND PROPERTY DAMAGE:** LESSEE shall at all times during the full term of the this lease and during the full term of any holdovers or other rental agreements carry and maintain at its own cost and expense General Public Liability Insurance against claims for personal injury or death and property damage occurring on the LEASED PREMISES, such insurance to afford protection to both LESSOR and LESSEE, as their interest may appear, including coverage for the contract liability of LESSEE to LESSOR assumed hereunder, and is to be maintained in reasonable amounts, having regard to the circumstances and the usual practice at the time of prudent owners and lessees of comparable facilities in the New Orleans Metropolitan area, but in no event in amounts less than **\$1,000,000.00** with respect to bodily injury or death to any one person, **\$1,000,000.00** with respect to any one accident, and for property damage not less than **\$1,000,000.00**.

LESSEE shall deliver to LESSOR evidence of liability and property damage insurance in the limits heretofore proscribed and shall name LESSOR as additional insured, said evidence to be delivered promptly upon the execution of this lease and when applicable, all renewals thereof.

(B) **PLACEMENT OF INSURANCE:** All of the aforementioned policies of insurance shall be written and maintained in responsible insurance companies duly authorized and licensed to do business in and to issue policies in the State of Louisiana. The policies providing for the protection required in subparagraph A hereof may remain in the possession of LESSEE, provided, however, that LESSEE furnish satisfactory evidence to LESSOR or the LESSOR'S mortgagee that such policy or policies fulfill the requirements of this subparagraph.

(C) **VOIDING INSURANCE:** LESSEE will not permit the herein LEASED PREMISES to be used for any purpose which would render the insurance thereon void.

(D) **INDEMNITY:** LESSEE shall and will forever indemnify and save harmless LESSOR from and against any and all liability, penalties, expense, cause of action, suits, claims or judgments for death, injury or damages to persons or property during the term of this lease while on or arising out of the use, occupation, management or control of the LEASED PREMISES, adjacent property, streets and sidewalks or any act of operation on any thereof, or growing out of the demolition, construction, alteration or repair of any building thereon in any case without regard to whether such death, damage or injury results from the negligence of LESSEE or its sub-lessee or their respective agents or employees or otherwise. LESSEE shall and will, at its own expense, defend any and all suits that maybe brought against LESSOR, or any of them, or in which LESSOR, or any of them maybe impleaded with others, upon any such above mentioned claim or claims and shall and will satisfy, pay and discharge any and all judgments that maybe recovered against LESSOR or any of them in any such action or actions in which LESSOR or any of them maybe a party defendant.

19. **ACTS OF LESSEE AFFECTING INSURANCE:** LESSEE shall not do or cause or suffer anything to be or remain on or about the LEASED PREMISES or carry on or permit upon the LEASED PREMISES any trade or occupation or suffer to be done anything whereby the policy or policies of fire or other casualty insurance covering the LEASED PREMISES shall become void or suspended or that may render an increased or extra premium payable for the insurance of the LEASED PREMISES against fire and the hazards insured under extended coverage, unless such thing or activity is consented to in writing by the LESSOR and even if LESSOR consents to such thing or activity, LESSEE shall pay such increased or extra premium from time-to-time, on each occasion within ten (10) days after LESSEE shall have been advised of the amount thereof. Should LESSEE'S occupancy cause LESSOR to be unable to obtain fire or other casualty insurance covering the LEASED PREMISES. LESSOR shall have the right to terminate this lease upon giving LESSEE not less than (10) days prior notice and LESSEE shall be and remain liable to LESSOR for all damages payable upon a default termination under Section 32 hereof. LESSEE shall notify LESSOR at anytime the LEASED PREMISES will become unoccupied so that LESSOR may obtain necessary vacancy permits from LESSOR'S insurers.

20. **TAXES:**

(A) Subject to provisions of subparagraph B below, LESSOR agrees to pay before they become delinquent all taxes (both general and special), assessments or governmental charges (hereinafter collectively referred to as "taxes") lawful levied or assessed against the premises or any part thereof, provided, however, LESSOR may at its sole cost and expense (in its own name or in the name of both, as it may deem appropriate) dispute and contest the same, and in such case, such disputed item need not be paid until finally adjudged to be valid. At the conclusion of such contest, LESSOR shall pay the items contested to the extent that they are held valid, together with all items, court costs, interest and penalties relating thereto, all of which shall be considered taxes.

(B) The maximum amount of taxes levied or assessed against the premises during any one real estate tax year to be paid by the LESSOR shall be PARISH AND STATE TAXES. If in any real estate tax year during the term hereof or any renewal or extension, the taxes levied or assessed against the premises for such tax year shall exceed the sum as calculated in the preceding sentence, LESSEE shall pay to LESSOR upon demand such excess as additional rental. The failure to pay such excess or proportionate share thereof, as the case may be, upon demand shall be treated hereunder in the same manner as a default in the payment of rent hereunder when due. Any payment to be made pursuant to this subparagraph B with respect to the real estate tax year in which this lease commences or terminates shall bear the same ratio to the payment which would be required to be made for the full tax year as that part of such tax year covered by the term of this lease bears to a full tax year.

(C) If at any time during the term of this lease the present method of taxation shall be changed so that in lieu of the whole or any part of any taxes, assessments, levies or charges levied, assessed or imposed on real estate and the improvements thereon, there shall be levied, assessed or imposed on LESSOR a capital levy or other tax directly on the rents received there from and/or a franchise tax, assessment, levy or charge measured by or based, in whole or part, upon such rents for the present or any future building or buildings on the premises, then all such taxes, assessments, levies or charges or the part thereof so measured or based shall be deemed to be included within the term "taxes" for the purposes hereof.

21. **DAMAGE AND DESTRUCTION:** In case the said LEASED PREMISES shall be so damaged by fire or other cause as to be rendered untenable and necessary repairs cannot be made within 120 days, this lease shall terminate as of the time the LEASED PREMISES were rendered untenable. However, if the damage is such that repairs can be completed within 120 days, LESSOR agrees to make such repairs promptly and to allow LESSEE an abatement in rent for such time as the LEASED PREMISES remains untenable. If the loss occurs in the last 18 months of the original term or extension thereof, either party may terminate this lease effective the date of the casualty by giving the other party written notice of such election within 30 days of the loss. In the event of partial loss, the rent shall be abated by the proportion of the LEASED PREMISES rendered unfit for use.

22. **WAIVER OF SUBROGATION:** Neither the LESSOR nor the LESSEE shall be liable to the other for the loss arising out of damage to or destruction of the LEASED PREMISES or the building or improvements of which the LEASED PREMISES are a part thereof, when such loss is caused by any of the perils which are or could be included within or are insured against by a standard form of fire insurance with extended coverage, including sprinkler leakage insurance, if any. All such claims for any and all loss, however caused, hereby are waived. Said absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either LESSOR or LESSEE or by any of their respective agents, servants or employees. It is the intention and agreement of the LESSOR or LESSEE that the rentals reserved by this lease have been fixed in contemplation that each party shall fully provide his own insurance carriers for reimbursement of any such loss, and further, that the insurance carriers involved shall not be entitled to subrogation under any circumstances against any party to this lease. Neither the LESSOR nor the LESSEE shall have any interest or claim in the other's insurance policy or policies or the proceeds thereof, unless specifically covered therein as a joint assured.

23. **LESSOR RIGHT OF ENTRY:** LESSOR may enter the premises at reasonable times to inspect the same to make repairs and alterations or to run pipe or electric wire, as LESSOR may deem necessary and appropriate provided that LESSOR will not unduly inconvenience LESSEE'S business.

24. **QUIET POSSESSION:** LESSOR agrees to warrant and defend LESSEE in its quiet and peaceful possession of the LEASED PREMISES so long as the lease is not in default.
25. **CONDEMNATION:** If all of the LEASED PREMISES are taken by condemnation or eminent domain proceedings or if so much of the LEASED PREMISES are so taken that the remainder is wholly inadequate of LESSEE'S business purposes (a "Total Taking") , this lease shall terminate. If the taking is not sufficiently extensive to constitute a Total Taking and if the taking includes a part of the building, then rent will not be reduced by the originally leased. If the taking does not include a part of the building, then rent will not be reduced by the taking so long as all parking spaces located on the LEASED PREMISES that are lost by the taking are replaced; then rent shall be reduced in an amount that is appropriate to compensate LESSEE for the lost parking facilities. In such condemnation proceedings, LESSEE may claim compensation for moving expenses and for the taking of any removable installations which by the terms of this lease LESSEE would be permitted to remove at the expiration of this lease, if such award is separately allowed by the condemning authority, but LESSEE shall be entitled to no additional award and LESSEE hereby waives all right to proceed for the loss of its leasehold interest, it being agreed that all damages recoverable by reason of the value of the LEASED PREMISES will belong and be payable to the LESSOR.
26. **SUBORDINATION – ESTOPPEL CERTIFICATES:** This lease is subject and subordinate to any mortgage that now or hereafter encumbers or affects the LEASED PREMISES or any part thereof. This clause shall be self-operative and the mortgagee need require no further instrument of subordination. In confirmation of such subordination, however, LESSEE shall, at LESSOR'S request, promptly execute any appropriate certificate or instrument containing an agreement by the mortgagee that so long as LESSEE is not in default under this lease such mortgagee will not disturb LESSEE'S possession of the LEASED PREMISES. In the event of the enforcement by any mortgagee of the remedies provided for by law or by such mortgage or ground lease, LESSEE will, upon request of any person or party succeeding to the interest of LESSOR as a result of such enforcement, automatically become the LESSEE of such successor in interest without change in the terms or other provisions of this lease. Upon request by such successor in interest, LESSEE shall execute and deliver an instrument or instruments confirming the attornment provided for herein. At either party's request, the other party will execute an estoppels certificate or a three-party agreement certifying that this lease is in effect, if, in fact, it is in effect and further certifying that, to the best knowledge of the party giving the certificate. There are no defaults hereunder other than those set out in such certificate.
27. **ASSIGNMENT OR SUBLETTING:** This lease may not be assigned and the LEASED PREMISES may not be sublet, partially or fully, without prior written consent of LESSOR. Even in the event of permitted assignment or subletting, LESSEE acknowledges that it shall remain fully responsible for compliance with all terms of the lease. Any sub-lessee occupying any part of this space shall by the act of subletting formally or informally assume all obligations of LESSEE, whether or not LESSOR knew of or approved or disapproved of such subletting.
28. **EXTENSION OF LEASE:** Provided LESSEE is not in default of any of the terms of this lease, LESSESE shall have the option to extend this lease for ____ periods with the monthly rental rate to be determined. The terms of said extension will be negotiated six (6) months prior to the end this original lease period. To exercise this option, LESSEE must give LESSOR written notice of his intent to extend the lease six (6) months prior to the termination of this lease. If LESSEE notified LESSOR as specified above, LESSOR shall give LESSEE written notice of the changes in the terms and conditions of this lease for the option period. LESSEE shall have until the fourth month prior to

the expiration of the lease term to exercise his option to extend this lease by accepting the terms and conditions set forth in LESSOR'S written notice.

- 29. DELIVERY AT EXPIRATION OF LEASE:** At expiration of this lease, LESSEE shall redeliver to LESSOR the LEASED PREMISES in good order and condition clear of all goods and broom-cleaned and shall make good all damages to the premises, usual and reasonable wear and tear damage excepted and shall remain liable for holdover rent until the premises with keys shall be returned in such order to LESSOR, provided, however that the assessment of such holdover rent will not deprive LESSOR of the right to require that LESSEE vacate the LEASED PREMISES immediately upon lease termination and LESSOR will have and retain the right to commence immediate eviction proceedings or take such other steps as are necessary to secure the removal of LESSEE from the LEASED PREMISES. No demand or notice of such delivery shall be necessary, LESSEE expressly waiving all notices and legal delays. In addition, LESSOR may require LESSEE to remove all and any alterations, additions or improvements (whether or not made with LESSOR'S consent) prior to the expiration of the lease and to restore the property to its prior condition, all at LESSEE'S expense. All alterations, additions and improvements which LESSOR has not required LESSEE to remove shall become LESSOR'S property and shall be surrendered to LESSOR upon the expiration or earlier termination of the lease. To the extent applicable, all obligations of LESSEE contained in this article shall survive the expiration or other termination of the terms of this lease.
- 30. LATE CHARGES:** LESSEE'S failure to pay rent promptly may cause LESSOR to incur unanticipated costs. The exact amount of such costs is impractical or extremely difficult to ascertain. Such costs may include, but are not limited to processing and accounting charges and late charges which may be imposed on LESSOR by any ground lease, mortgage or trust deed encumbering the LEASED PREMISES. Therefore, if LESSOR does not receive any rent payment within five (5) days after it becomes due, LESSEE shall pay LESSOR a late charge equal to ten percent (10%) of the overdue amount. The parties agree that such late charge represents a fair and reasonable estimate of the costs LESSOR will incur by reason of such payment.
- 31. LEASE HOLDOVER:** Should LESSEE remain on the LEASED PREMISES after expiration of this lease agreement, LESSOR has the option to interpret such actions as creating a month-to-month lease at a rental of fifty percent (50%) higher than that payable for the last month of the lease term, or to consider the holding over a trespass. Only a new signed lease or extension agreement shall deprive LESSOR of the choice of action.
- 32. DEFAULT BY LESSEE:** Should LESSEE fail to pay any of the rentals provided for herein promptly on the day when the same shall become due and payable hereunder and shall continue in default for a period of five (5) days after written notice thereof by LESSOR, or should LESSEE fail to comply with any of the other obligations of this lease within twenty (20) days from the mailing by LESSOR of notice demanding same or in the event of LESSEE'S bankruptcy, receivership, insolvency or assignment of the benefit of creditors or the attachment of the contents of the LEASED PREMISES by law or LESSEE'S failure to maintain a going business in the LEASED PREMISES, then LESSOR shall have the right, at LESSOR'S option (1) to cancel this lease, in which event there shall be due to LESSOR as liquidated damage a sum equal to the amount of the guaranteed rent for one year or alternatively at LESSOR'S option to be reimbursed all actual cost incurred in re-entering, renovation and re-letting said premises; (b) to accelerate all rentals due for the unexpired remaining term of this lease and declare same immediately due and payable; and/or (c) to sue for the rents in intervals or as the same accrues.

The foregoing provisions are without prejudice to any remedy, which might otherwise be used under the laws of Louisiana for arrears of rent or breaches of contract or to any lien to which LESSOR maybe entitled.

If LESSEE has taken steps to cure any default not curable in twenty (20) days, such additional reasonable time as is necessary to cure such default shall be granted LESSEE, but never to exceed thirty (30) days. Should LESSOR terminate this lease as provided in this article, LESSOR may re-enter said LEASED PREMISES and remove all persons or personal property without legal process and all claims for damages by reason of such re-entry are expressly waived.

33. **NON-WAIVER:** Failure of LESSOR to declare immediately upon occurrence thereof or delay in taking any action in connection therewith shall not waive such default, but LESSOR shall have the right to declare default at any time. No waiver of any default shall alter LESSEE'S obligations under the lease with respect to any other existing or subsequent default.
34. **ATTORNEY'S FEES AND EXPENSES:** In the event it becomes necessary for either party to employ an attorney to enforce collection of the rents agreed to be paid or to enforce compliance with any of the covenants and agreements herein contained, the unsuccessful litigant will be liable for reasonable attorney's fees, costs and expenses incurred by the other party.
35. **INTEREST ON PAST DUE OBLIGATIONS:** Any amount owed by LESSEE to LESSOR which is not paid when due shall bear interest at the rate of fifteen percent (15%) per annum from the due date of such amount. However, interest shall not be payable on late charges to be paid by LESSEE under this lease. The payment of interest on such amounts shall not excuse or cure any default by LESSEE under this lease. If the interest rate specified in this lease is higher than the rate permitted by law, the interest rate is hereby decreased to the maximum legal interest rate permitted by applicable law.
36. **DEFINITION OF TERM:** For all purposes of this lease, references to "term" shall include not only the primary term as set forth on Page 1 hereof. References to date or time periods in relation to expiration or termination shall relate not only to the expiration or termination of said primary term, shall then have been exercised to otherwise instituted.
37. **ENTERITY OF UNDERSTANDING IN WRITTEN LEASE:** It is agreed that the entire understanding between the parties is set out in the lease and any riders which are hereto annexed and that this lease supersedes and voids all prior proposals, letters and agreements, oral or written. The law of Louisiana where the LEASED PREMISES are situated shall apply.
38. **CONFLICTS:** If there is any conflict between the printed portions and the typewritten or handwritten portions, the typewritten or handwritten portion shall prevail.
39. **BENEFITS OF PARTIES:** All of the provisions hereof shall be binding upon and shall inure to the benefit of LESSOR and LESSEE, their heirs, executors, administrators, successors and assigns (as the case may be).
40. **GOVERNING LAW:** This lease shall be governed by and construed in accordance with the laws of the State of Louisiana then in effect.
41. **LEASE RECORDATION:** All parties to this lease may, but shall not be obligated to record this lease. However, either LESSOR or LESSEE shall, upon request of the other, execute, acknowledge and deliver to the other a "short form" or memorandum of this lease for purposes of recordation.

The memorandum shall describe the parties, the LEASED PREMISES and the term of this lease and shall incorporate this lease by reference.

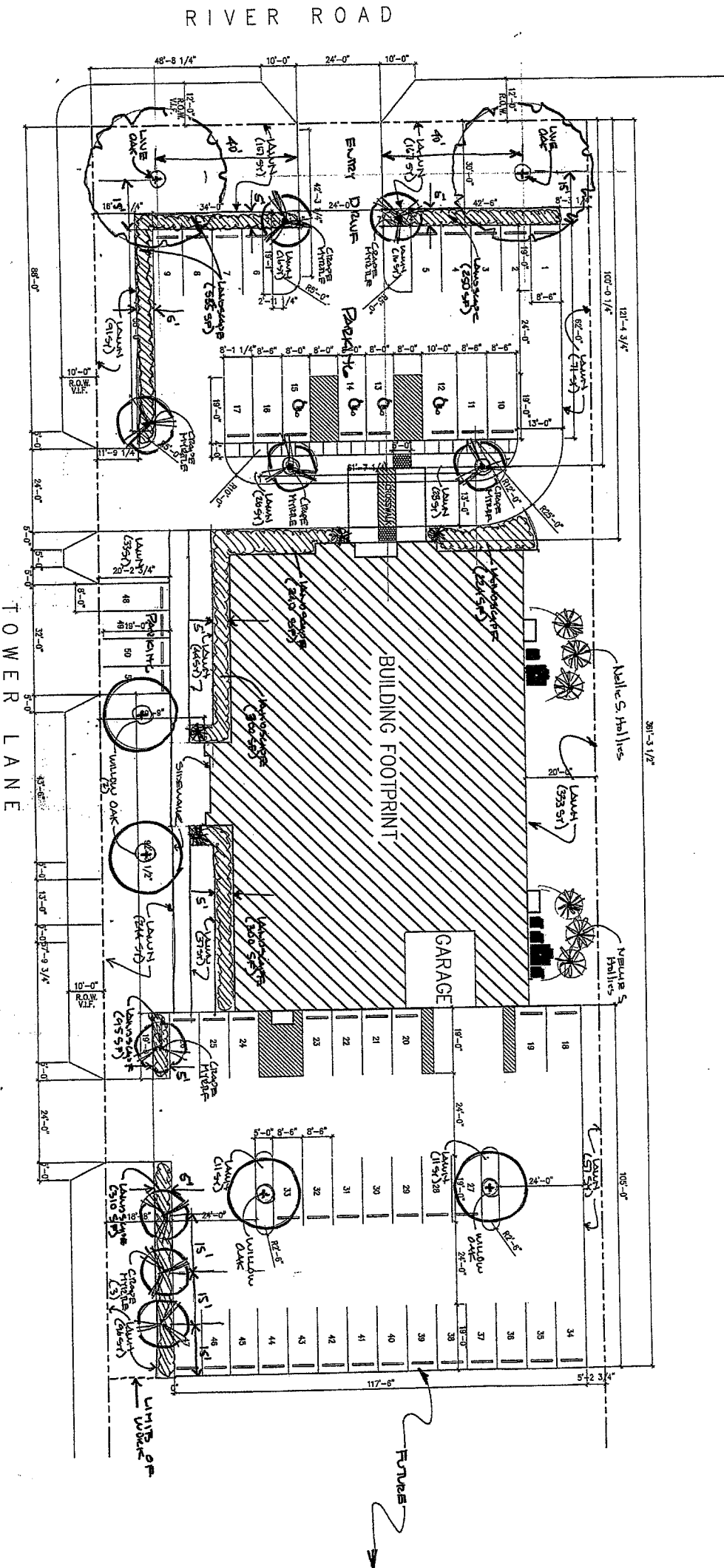
42. **NOTICES:** Any notice, demand, request, document or other act of communication required or permitted to be given under this lease shall be in writing and maybe delivered in person or shall be deemed to be delivered when sent by United States Certified or Registered Mail, postage prepaid, return receipt requested and addressed to the parties hereto at their respective address as designated herein or at such other address as either party may from time-to-time direct, by written notice in accordance herewith.
43. **PERSONAL GUARANTEE:** The LESSEE hereby acknowledges and agrees that the lease on the subject premises shall be executed personally by the LESSEE(S) and in the event there are multiple LESSEES, any and all individuals shall be jointly and severally responsible for the terms and conditions of this lease.

IN WITNESS WHEREOF, the parties hereto have hereunto made this lease and set their hands to multiple originals in the City of Luling, Parish of St. Charles, State of Louisiana, as to the day and year first above written.

WITNESSES:

_____	LESSOR	_____
_____	FOR: DJV, LLC	DATE
_____	LESSEE	_____
_____	LESSEE	DATE

2017-0302 ADDITIONAL DATA



PROVIDENCE BAPTIST CHURCH NO. 2

New Sanctuary
17294 River Road
MONTZ, LOUISIANA 70068

SCHEMATIC LANDSCAPE PLAN

SCALE = 1/16" = 1'-0"

Sheet 1 of 1

September 1, 2017

This Schematic Landscape Plan is based on construction plans provided by the owner's representatives, prepared by L. McClain, LARCHITECT, AIA, Spectrum Designs, LLC, 2439 Manhattan Blvd., Suite 209, Harvey, LA, 70058 and Kirtz Engineering & Consulting, Darrell Russell, P.E., P. O. Box 881, Madisonville, LA, 70550 for the construction of "New Sanctuary, Providence Baptist Church No. 2", "Site Plan & Notes", Drawing No. C-10, dated August 16, 2017.

PREPARED FOR:
PROVIDENCE BAPTIST CHURCH NO. 2
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LAPLACE, LOUISIANA 70068
(504) 236-6259

PLANT MATERIAL LIST

PROVIDENCE BAPTIST CHURCH NO. 2
NEW SANCTUARY
17294 RIVER ROAD
MONTZ, LOUISIANA 70068

9/1/2017

TREES:
SITE = 41'-4" X 341'-4" = 51,056 SF. 1 tree per 5,000 SF = 10.22 Trees required
PARKING = 51 Parking Spaces @ 1 Tree per 12 Parking Spaces = 4.25 Trees required
TOTAL TREES REQUIRED = 14.47 Trees required (RSC Code)

SHRUBS:
5' wide landscape shrub zone between
streets on side of parking or buildings
141' x 361' = 502 LF x 5' = 2510 SF of bed area required (RSC Code)

TREES:

2	LO	Live Oak	2" Caliper	12' Height (min)
4	WO	Willow Oak	2" Caliper	12' Height (min)
9	CH	Cape Myrtle	2" Caliper	8' Height (min)
15	Total			

SHRUBS:

2,274	SF	Red Aesop		
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LAWN:

1393	SOD	Centipede Grass		
		Emulsion Optiweave "Tallgrass"		
		Perforate		
		Soil Sod		

SITE PLAN GENERAL NOTES

SIDEWALKS

- [illegible]

DRIVEWAYS

1. ALL DRIVEWAYS BETWEEN STREET AND PROPERTY LINE SHALL BE CONSTRUCTED OF PORTLAND CEMENT CONCRETE, WITH A COMPRESSIVE STRENGTH OF 3,000 P.S.I., IN THICKNESS (200 DASH) AND A MINIMUM SLOPE OF FOUR PERCENT.
2. ALL DRIVEWAYS BETWEEN STREET AND PROPERTY LINE CONNECTING WITH AN EXISTING DRIVEWAY TO BE CONSTRUCTED IN ACCORDANCE WITH DETAILS AS SHOWN ON THIS PLAN.
3. EXACT LOCATIONS OF HOODWAY AND DRIVEWAY CURBING WILL BE DETERMINED BY THE AS THE YIELD BY A REPRESENTATIVE OF THE DEPARTMENT OF TRANSPORTATION.
4. CONTRACTOR WILL CONTACT THE DEPARTMENT OF ENGINEERING, FTS-6703, TWO (2) DAYS PRIOR TO THE FILING OF THE APPROVALS CONNECTING TO THE ROADWAY.

PARKING LOT

1. PATTERN STRIPS MUST BE STITCHED WITH A 4-INCH COMPRESSION STRIPE (YELLOW OR WHITE) ON AUSTRIAN PATTERN LOG).
2. HANDCUT PATTERN STRIPS TO BE DISCARDED BY BLUE STAMPING A BLUE STRIPE OF A WHITE BACKGROUND ON A WHITE STRIPE ON EACH SIDE.
3. ALL PATTERN STRIPS MUST BE STITCHED TOGETHER AT THE SEAM.
4. ALL WHEEL STRIPS AND CORNER STRIPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE DETAIL SHOWN ON THIS PLAN.
5. ALL PATTERN STRIPS ARE TO BE Laid OUT IN ACCORDANCE WITH THE TYPICAL DETAIL AS SHOWN ON THIS PLAN, UNLESS OTHERWISE INDICATED ON THIS PLAN.

TRAFFIC CONTROLS

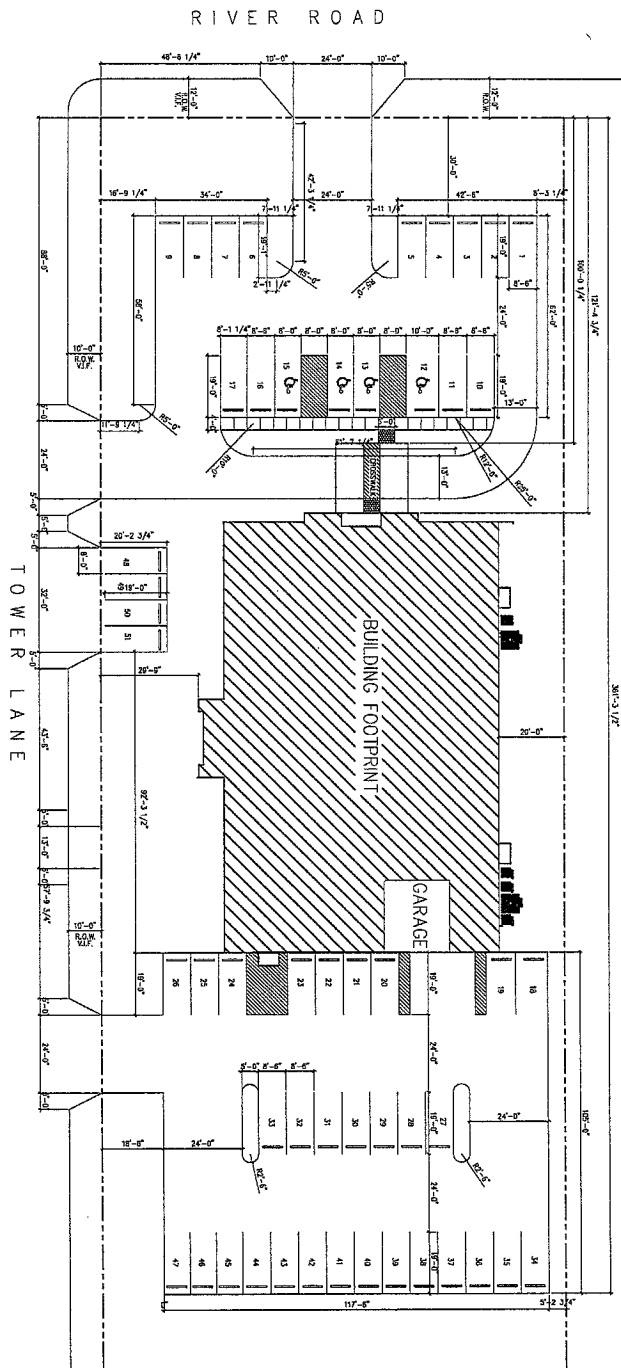
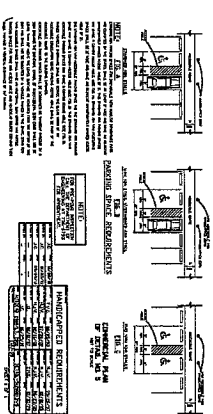
1. ANY WORK IN THE ROADWAY OR ADJACENT TO THE ROADWAY CAUSING AN INTERFERENCE TO VEHICULAR TRAFFIC REQUIRES A PERMIT TO THE JOINT HIGHWAY PARTNERSHIP TRAFFIC ENGINEERING DIVISION AND CONFORMITY TO THE REQUIREMENTS OF THE UTILITY MANUAL ON TRAFFIC CONTROL DEVICES OF THE STATE OF LOUISIANA. THE CONTRACTOR MUST FURNISH ALL NECESSARY TRAFFIC SIGNS AND/OR BARRICADES AND MAINTAIN THEM DURING CONSTRUCTION ACTIVITY.

DRAINAGE

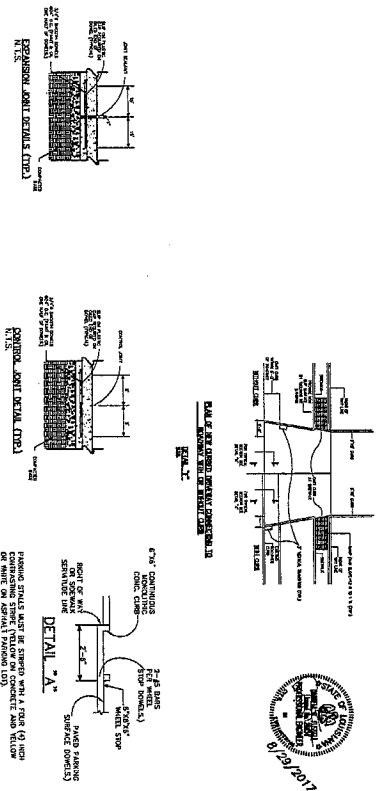
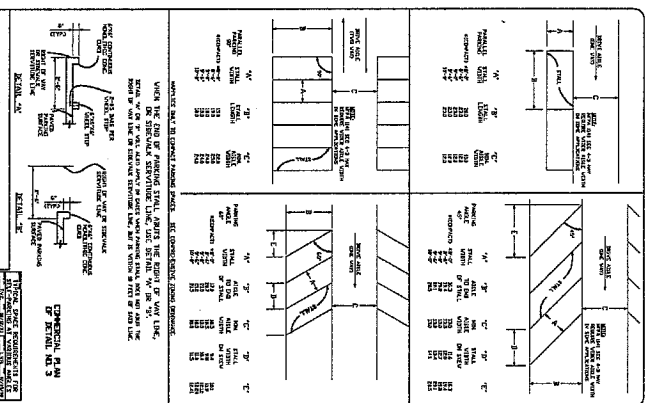
1. CONCRETE STRENGTH: IS TO BE 3000 PSI MIN. (ANNUAL) AT 28 DAYS.
2. MAIN ROOF IS 7" OF LESS IN THICKNESS. USE 10" OF MAIN ROOF. WHEN ROOF IS LESS THAN 7" OF LESS, THEN TWO LAYERS BRICK.
3. ALL EXTERIOR WALLS ARE TO BE LAY WITH FINISH BRICK AND HATCHER COURSE (NEVER FLAT) LAYERS.
4. ALL WALLS ARE TO BE FINISHED 1/2" BRICK, HATCHER AND COURSE.
5. 1/2" BRICK EXTERIOR BATHROOM SHALL BE REQUIRED. MORTAR ALL WALLWORKS.
6. 1/2" BRICK EXTERIOR WALLS SHALL BE REQUIRED. MORTAR ALL WALLWORKS.
7. WHEN THE DOOR OF ROOF OR WINDOW IS 4" OR GREATER, THE INSTALLATION OF STOPS WILL BE REQUIRED IN ADDITION WITH PROPER BRICK STAKED.
8. THE FINISHED ROOF SHALL BE SLOPED. DRAINAGE SHALL BE ACCEPTABLE. BE BE 1/4" IN 12".
9. CONCRETE AND FINISH THE ROOF WITH FINISH BRICK. TWO DAYS PRIOR TO ANY WORK DONE WITH THE FINISH BRICK-NEW OR EXISTING.

NOTE:

- CONTRACTOR SHALL ACCEPT ANY QUESTIONS RELATING TO THESE PLANS TO THE ARCHITECT. ANY OPINIONS FROM THESE PLANS INVOLVING CONSULTING AND/OR WRITTEN CONSENT FROM THE ARCHITECT SHALL BE BOUND AND VOID ALL WARRANTIES.
- THE DRAWINGS IN THIS PACKAGE HAVE BEEN PROVIDED FOR CONSTRUCTION OF THE SITE INDICATED IN THE SCHEDULE. THESE PLANS ARE NOT TO BE USED, REPRODUCED OR SOLD OR CONSIDERED FOR OTHER CONSTRUCTION WITHOUT THE WRITTEN CONSENT FROM BENTON BOWMAN & NELSON GROUP INC.



1 SITE PLAN



Subject: FW: Per our phone conversation 9.18.17
Attachments: image001.gif; image002.jpg

Mr. Romano,

I spoke with Mr. Reed yesterday afternoon. He provided a helpful explanation of the current plans. Based on his explanation, I requested the following:

- (1) that the setback on the Union Street side be no less than 20 feet, which I believe is the required setback based on the highest measured point of the proposed structure; and
- (2) that any mechanical equipment which is currently reflected on the plans as being located on the Union Street side of the building be located instead along the rear of the building to ensure the required setback along the Union Street side is not compromised.

I also discussed with Mr. Reed that I question the property line reflected on his survey and, to that end, I have commissioned a separate survey to try and address the open question.

Thank you for your assistance. Please continue to keep me informed of the planning and zoning process as it moves forward.

Sincerely,
Triscilla Taylor
