

2020-0266

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(GENERAL GOVERNMENT BUILDINGS)**

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, Suite D & E in Luling; and,

WHEREAS, the current lease expires on September 30, 2020 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 proposed ordinance was Postponed Indefinitely per Council Rule 8 on October 19, 2020.

2020-0266 Postponed Rule 8 Ordinance - Lease AG Center

COMMERCIAL LEASE

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

WITNESSETH:

1313 PAUL MALLARD ROAD. SUITES "D & E" of the

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 WINNWOOD SHOPPING CENTER, hereafter referred to as the "LEASED PREMISES".

1. **TERMS:** The term of this lease is 36 months commencing October 1, 2020 and expiring September 30, 2023. The effective date of this lease will be October 1, 2020.
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 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, TWENTY-THREE HUNDRED Dollars (\$2300.00), 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 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 PARISH'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 thereof) 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

LESSEE shall deliver to LESSOR evidence of liability and property damage insurance in the limits heretofore prescribed 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 parties' 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 one (1) period which period shall be a three (3) year term with a monthly rental rate of \$2300.00. 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. **TERMINATION CLAUSE:** LESSEE shall have the right to terminate this agreement at any time by ninety days (90) written notice without liability, and that LESSEE shall upon notice from LESSOR, vacate the premises.
- 31 **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.

32 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.

33 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 reentering, 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 reenter 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.

34 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.

35 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.

- 36 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.
- 37 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 but shall also include any extension of lease. 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, but any extension of lease that has been exercised to otherwise instituted.
- 38 ENTIRETY 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.
- 39 CONFLICTS:** If there is any conflict between the printed portions and the typewritten or handwritten portions, the typewritten or handwritten portion shall prevail.
- 40 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).
- 41 GOVERNING LAW:** This lease shall be governed by and construed in accordance with the laws of the State of Louisiana then in effect.
- 42 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.
- 43 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 below or at such other address as either party may from time-to-time direct, by written notice in accordance herewith. Notice shall be sent to the following:

Raven Land LLC
P.O. Box 47
Luling, Louisiana, 70070

St. Charles Parish
c/o Parish President
P.O. Box 302
Hahnville, Louisiana 70057

Copy To:
Chief Administrative Officer
P.O. Box 302
Hahnville, Louisiana 70057

44 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:

RAVEN LAND, LLC DATE

ST. CHARLES PARISH DATE
