

1 Introduced December 22, 2020, by Councilman
2 Tamborella, seconded by Councilwoman
3 Denham, (by request of Administration)

4 **Item No. 20-12-3348**

5 **ORDINANCE NO. 4008**

6
7 An ordinance authorizing the City of Slidell, acting through its Mayor, to enter
8 into a Commercial Lease Agreement with Times Grill II, L.L.C. with respect to certain real
9 property located at the facility commonly known as the Slidell Train Station in Slidell,
10 Louisiana.

11 WHEREAS, since 2001, the City has leased approximately 4,000 square feet
12 of space at the Slidell Train Station to Times Bar and Grill, II, L.L.C., known since 2005 as
13 Times Grill II, L.L.C. ("Times"), for restaurant operations; and
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15 WHEREAS, the City's current lease with Times is set to expire at the end of
16
17 January 31, 2021; and
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19 WHEREAS, the City and Times desire to entire into a new commercial lease
20 for the noted space and nearby outdoor space under the general terms set forth in that
21 Commercial Lease Agreement attached hereto and incorporated herein as Exhibit 1; and
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23 WHEREAS, under La. R.S. 33:4712, and other applicable law, the City is
24 authorized to enter into such a lease, as the space proposed to be leased is not needed by
25
26 the City for a public municipal purpose; and
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28 WHEREAS, La. Const. Art. VII, Sec. 14(C) also authorizes public entities to
29 engage in cooperative endeavors with private businesses; and
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31 WHEREAS, as part of the proposed City lease with Times, Times is willing to
32 construct certain improvements to the property, which improvements shall become the
33 property of the City at the end of the lease, in exchange for certain rental credits; and
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4 WHEREAS, the City believes the proposed lease will provide for an
5 appropriate use of the space which will inure to the benefit of the citizens of Slidell.
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7 NOW THEREFORE BE IT ORDAINED by the Slidell City Council that it does
8 hereby authorize the City of Slidell, acting through its Mayor, to enter into a Commercial
9 Lease Agreement with Times Grill II, L.L.C. for the lease of certain real property at the
10 Slidell Train Station in Slidell, Louisiana, all as more fully set forth in, and pursuant to, the
11 Slidell Train Station in Slidell, Louisiana, all as more fully set forth in, and pursuant to, the
12 general terms and conditions of the Commercial Lease Agreement attached hereto as
13 Exhibit 1.
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17 **ADOPTED** this 12th day of January, 2021.
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20 Kenny Tamborella
21 President of the Council
22 Councilman, District E
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25 Greg Cromer
26 Mayor
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29 Thomas P. Reeves
30 Council Administrator
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DELIVERED	1/13/21
3:30 pm	to the Mayor
RECEIVED	1/15/21
11:00 am	from the Mayor

COMMERCIAL LEASE AGREEMENT

1. **PARTIES:** This COMMERCIAL LEASE AGREEMENT (this "Lease"), entered into effective as of the 1st day of February, 2021 (the "Effective Date"), is by and between the City of Slidell, a municipality and political subdivision of the State of Louisiana (hereinafter "Lessor"), herein represented by its authorized Mayor, George G. Cromer, and Times Grill II, L.L.C., a Louisiana limited liability company (hereinafter "Lessee"), herein represented by its authorized manager and member, Shearn Lemoine.

WITNESSETH:

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 (hereinafter the "Leased Premises"):

Approximately 4,000 square feet of the north side of the first floor of the building known as the Slidell Train Depot and approximately 1,500 square feet of outdoor space on the immediate northwest corner of said building, all located on real property more particularly described in attached Exhibit A and identified in the Site Plan set forth in attached Exhibit B, said premises bearing municipal address 1827 Front Street, Slidell LA, 70458, along with eight (8) dedicated parking spaces in the north parking lot, shared use with the public and other building tenants of non-dedicated parking spaces in the north lot, and shared use of all sidewalk areas around the building necessary for entrance to / exit from the premises.

2. **TERM:** The term of this Lease is for three (3) years, commencing February 1, 2021 (the "Commencement Date") and running through January 31, 2024 (the "Initial Term"). Thereafter, this Lease shall automatically renew for up to three (3) successive renewal term periods of five (5) years each (each such renewal period a "Renewal Term") unless Lessee gives to Lessor written notice of its intent not to renew the Lease at least one hundred twenty (120) days prior to the end of the then effective term, in which case the Lease shall expire at the end of the then effective term. The Initial Term and all Renewal terms shall be subject to any grounds for termination as provided in this Lease.

3. **RENTAL:** Lessee agrees to pay rental to Lessor, without prior notice or demand, and, except as otherwise may be provided in this Lease, without deduction or set off, on the first day of each month (starting with the Commencement date) in advance monthly installments (prorated for any partial months) as follows:

Initial Term: \$3,400.00 per month

First Renewal Term: \$3,600.00 per month

Second Renewal Term: \$3,950.00 per month

Third Renewal Term: \$4,350.00 per month

Lessee has advised Lessor that, during the Initial Term, it wishes to construct an outdoor patio dining area approximately 1,500 square feet in size on the north side of the Leased Premises adjacent to the main parking area, as generally depicted in Exhibit C (the "Improvement"). Lessor consents to

development/construction of the Improvement at Lessee's cost, subject to Lessor's agreement to the specific materials to be used and Lessee obtaining all necessary permits and approvals from the relevant bodies and departments for same. The upkeep, maintenance, and repair of such Improvement shall be the sole and exclusive responsibility of Lessee, notwithstanding anything to the contrary in this Lease. Said Improvement shall become property of the Lessor at the termination or expiration of the Lease, without compensation to Lessee. Notwithstanding the foregoing, Lessee shall be deemed the owner of the Improvement during the Term of the Lease for purposes of depreciating the Improvement on its federal and state tax returns and for all other purposes. Notwithstanding the foregoing, Lessee shall be entitled to claim a rental credit for seventy (70%) percent of the construction costs (excluding design, permitting, FF&E, upkeep, maintenance, or repair costs) of said Improvement incurred and paid by Lessee during the Initial Term, up to a maximum of \$75,000. Evidence of such amounts shall be provided by Lessee to Lessor on a monthly basis during the construction period for the Improvements (any final evidence to be submitted within one month of the end of such construction period), and the credits for same shall be applied to Lessee's next monthly rental payment (or consecutive multiple monthly rental payments if such amounts exceed the next monthly rental payment, as the case may be). Failure of the Lessee to fully complete the Improvements within the Initial Term shall entitle Lessor to charge back to Lessee any previously credited amounts, payment of which will be due immediately upon demand. In no event shall Lessee be entitled to any cash payment or refund from Lessor in lieu of, or in place of, the rental credit provided for above (i.e. the rental credit may only be applied to a future monthly rental payment due during an active term of this Lease).

Any rental payment not received by Lessor within five (5) days of the due date shall be deemed delinquent and shall bear interest at the rate of one and one-half percent (1 ½%) per month from the date same is due until paid, reserving to Lessor the right to take any other such action available to it under this Lease or applicable law.

All rental payments shall be made to Lessor through its Finance Director at P.O. Box 828, Slidell, Louisiana 70459 or at such other address as Lessor may designate from time to time in writing.

4. **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 One Thousand Dollars and 00/100 (\$1,000.00) to be held by Lessor 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 of Lessee's covenants under this Lease. 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 of covenant, any remaining balance of the security deposit to be returned by Lessor to Lessee upon termination of this Lease.

5. **ACCEPTANCE OF PREMISES CONDITION:** Lessee hereby accepts the premises in their existing condition. Any improvements or alterations desired by Lessee shall be at Lessee's cost, with Lessor's prior written approval, and Lessee hereby assumes responsibility for the condition of the Improvements during the Term of this Lease. Notwithstanding anything to the contrary herein, Lessor hereby represents and warrants as of the Effective Date that, to its knowledge, no toxic mold or Hazardous Material (as defined herein) exist on the Leased Premises or has been placed, caused to be placed or allowed to exist in the Leased Premises by the Lessor.

6. **USE:** Lessee may only occupy the premises throughout the full term of the Lease for the following use(s) only: Restaurant / Dining Services. Lessor covenants and agrees that, while this Lease is effective, it shall not allow the Train Depot to be used by any other person for the provision of restaurant, dining, food, or bar services, absent the prior written consent of Lessee.

7. **COMPLIANCE WITH LAWS AND REGULATIONS:** Lessee shall at its own cost and expense obtain any and all licenses and permits necessary for its use of the Leased Premises. Lessee shall comply with all governmental laws, ordinances and regulations applicable to the use of the Leased Premises, and shall promptly comply with (and shall indemnify Lessor from any violations of) all governmental orders and directives for the correction, prevention and abatement of nuisances in, upon, or resulting from the Lessee's construction of the Improvements and its use of the 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 inflammable, or considered to be a Hazardous Material (as hereinafter defined), except for those items which are generally and legally used in the normal course and scope of restaurant operations. 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 of 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 limitation petroleum-based products, paints, solvents, lead cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCB's and similar compounds, and including any different products and material 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, sublessees or invitees without the prior written consent of Lessor. Lessor shall be entitled to take into account such other factors or facts as Lessor may reasonably determine to be relevant in determining whether to grant or withhold consent to Lessee's proposed activity with respect to Hazardous Material. In no event, however, shall Lessor be required to consent to the installation of use of any storage tanks on the Leased Premises.

9. **ALTERATIONS:** All alterations, replacements and improvements made upon the Leased Premises during the Lease, including lighting, electrical wiring, office partitions, and all heating and air conditioning, shall be done only with the prior written consent of Lessor and shall become the property of Lessor upon the expiration of this Lease, without compensation to Lessee. However, those certain trade fixtures, machinery and equipment installed by Lessee solely for use in its business shall remain the property of Lessee; such trade fixtures, machinery and equipment installed by Lessee shall be removed at the expiration of the Lease, provided the Lessee not then be in default, and provided the Leased 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 fixtures, machinery or equipment installed by it, Lessor may in its option and at Lessee's expense demolish, remove and dispose of all such items or may retain them as the 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 therefor, the bond of a responsible surety company, qualified to do

business in the State of Louisiana, and reasonably acceptable 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 Leased Premises shall be deemed to permit Lessor's interest to become subject to labor or material liens and privileges.

10. **LESSEE'S SIGNS AND 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 not to 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 same to the condition in which it existed as of the date of this Lease. Upon Lessee's failure to do so, Lessor may do so at Lessee's expense.

11. **UTILITIES AND SERVICES:** All utility charges for services supplied to the Leased Premises shall be paid by Lessee including cost of electricity, water, gas (if applicable), garbage pickup, sewer and any special fees related thereto.

12. **MAINTENANCE AND REPAIR BY LESSEE:** Except as may otherwise be specifically provided in Section 13 of this Lease, 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 and heating units (during their useful life, but not be obligated to replace same), interior lighting, above-ground plumbing, and also including pest control and abatement, the cleaning of any loading dock(s), and the sweeping and trash removal from any parking area exclusively used by Lessee.

Subject to the foregoing, Lessee shall at all times during the full term of this Lease and during the full term of any extensions, holdovers or other rental agreements, maintain (but not replace at the end of its useful life) at its own cost and expense the heating and air conditioning system, and shall provide for regular maintenance of same.

It is specifically acknowledged that Lessee shall wrap all exposed pipes connecting directly to the Leased Premises to help prevent same from freezing in the 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 such damages and/or clean the Leased Premises within five days of written notification by Lessor, Lessor may proceed with repairs and/or clean-up at Lessee's expense.

Lessee agrees not to store food/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 five (5) days' 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.

13. **MAINTENANCE AND REPAIR BY LESSOR:** Lessor shall be responsible only to maintain and perform repairs to the roof, foundations, outside walls (not including doors and floors), and in-ground plumbing of the Leased Premises, and for the replacement, at the end of their useful life, of the heating and air conditioning units of the Leased Premises, and 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, outside walls or other items or areas listed above 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, outside walls (not including doors and floors) or other items or areas listed above 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 for enforcement of such warranties, Lessor, at its option, will either enforce such warranties for Lessee's benefit, or assign such warranties to Lessee for Lessee to enforce at Lessee's expense.

Notwithstanding anything to the contrary in this Agreement, Lessor shall also undertake, at its expense:

- Annual pressure washing of the exterior of the Leased Premises (excluding Lessee's outdoor dining area);
- Annual inspection of the exterior of the Leased Premises to evaluate for, and follow up with, any needed repairs/painting (excluding Lessee's outdoor dining area);
- Annual fence inspections and, as necessary, repairs (excluding any fencing constructed by Lessee as part of Lessee's outdoor dining area);
- Replacement of the exterior kitchen door inside the Leased Premises, to be accomplished within six (6) months of the Commencement Date;
- Regular, business reasonable exterior landscape maintenance, including, at the appropriate pruning time of year, pruning of Grape Myrtle trees;
- Installation of signage to direct customers of other building tenants, including train customers, to their respective entrance locations, to be accomplished within six (6) months of the Commencement Date;
- Placement of temporary signage near parking area, when there are parades passing in front of the Leased Premises, restricting parking to building tenants and tenants' customers;
- Installation of signage in the parking area for eight (8) dedicated parking spaces for Lessee, to be accomplished within six (6) months of the Commencement Date;
- In consultation with Lessee, re-striping the parking area, installing new "entrance" and exit" signage for the parking area, and installing improved lighting in the parking area, to be accomplished within one (1) year of the Commencement Date; and
- Annual cleaning around monument area.

14. **COMMON AREA MAINTENANCE:** Lessor shall be responsible for maintaining the common areas used in connection with the Leased Premises in a safe and clean condition which common areas shall include, but not be limited to, all non-exclusive parking areas, access roads and facilities in or at the Leased Premises including driveways, loading docks and areas, sidewalks, ramps, landscaped and planting areas, lighting facilities, signs and all other areas and improvements for the general use, in common, of Lessee, its officers, agents, employees and customers. 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 Lessee, its 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, its officers, agents, employees and customers.

15. **INSURANCE AND INDEMNITY:**

A. Liability and Property Damage: Lessee shall at all times during the full term of 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 interests may appear, including coverage for the contractual 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 million with respect to bodily injury or death to any one person, \$1 million with respect to any one accident, and for property damage not less than \$1 million.

Lessee shall deliver to Lessor evidence of liability and property damage insurance in the limits heretofore prescribed and shall name Lessor as an additional insured, with a waiver of subrogation; said evidence to be delivered promptly upon the execution of this Lease and when applicable, all renewals thereof.

B. Fire and Extended Coverage: Lessor shall, at all times during the full term of this Lease, keep all improvements (other than those removable installations which by the terms of this Lease Lessee would be permitted to remove at expiration of this Lease or improvements owned by Lessee) in and on the Leased Premises insured for Fire and Extended Coverage in amounts and under terms deemed appropriate by Lessor, and Lessor may maintain any additional insurances it deems appropriate with respect to the Leased Premises.

C. 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 the Lessor or the Lessor's mortgagee that such policy or policies fulfill the requirements of this subparagraph.

D. Voiding Insurance: Lessee will not permit the herein Leased Premises to be used for any purpose of which would render the insurance thereon void.

E. Indemnity: Lessee shall and will indemnify and save harmless Lessor, and Lessor's elected officials, agents, and employees, from and against any and all liability, penalties, expense, causes of action, suits, claims or judgments for death, injury, or damages to persons or property while on or arising out of the use, occupation, management or control of the Leased Premises, common areas, immediately adjacent 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 to the extent caused by the act(s) or omission(s) of Lessee or its sublessees or their respective agents or employees during the term of this Lease. Lessee shall and will, at its own expense, defend any and all such suits that may be brought against Lessor, or any of its agents or employees, or in which Lessor, or any of its agents or employees, may be impleaded with others, upon any such above mentioned claim or claims, and shall and will satisfy, pay and discharge any and all judgments that may be recovered against Lessor, or any of its agents or employees, in any such action or actions

in which Lessor, or any of its agents or employees, may be a party defendant. In the event the Lessor is covered as an additional insured on an insurance policy provided by Lessee under this Lease which provides coverage to Lessor for a claim indemnifiable hereunder, the contractual indemnity required hereunder for such claim shall be capped at the amount of the insurance and coverage provided under such policy for said claim.

16. **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 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 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 ten days prior notice, and Lessee shall be and remain liable to Lessor for all damages payable upon a default termination under Section 26 hereof. Lessee shall notify Lessor at any time the Leased Premises will become unoccupied so that Lessor may obtain necessary vacancy permits from Lessor's insurers.

17. **TAXES:**

A. Lessee agrees to pay before they become delinquent any taxes (both general and special), assessments or governmental charges (hereinafter collectively referred to as "taxes") lawfully levied or assessed against the Leased Premises or any part thereof.

B. 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 a capital tax or other tax directly on the rents received therefrom and/or a franchise tax, assessment, levy or charge measured by or based, in whole in 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.

C. In the event the premises constitute a portion of a multiple occupancy building, the amount of ad valorem taxes levied or assessed against the Leased Premises shall constitute the proportionate share (%), such share calculated on the basis of the space occupied by Lessee as compared to the entire rentable space contained in the building, unless such assessment or levy is limited to Lessee's interests.

18. **DAMAGE AND DESTRUCTION:** In case the 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 remain untenable. If the loss occurs in the last 18 months of the Initial Term or any Renewal Term, 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.

19. **LESSOR RIGHT OF ENTRY:** Lessor may enter the Leased 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.

20. **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 uncured or incurable default.

21. **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 for 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 Lessee's rent shall be reduced in the proportion that the space in the building taken bears to the building space that was 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 by new parking spaces that serve the building, and if such parking spaces are not replaced, then rent shall be reduced in an amount that is appropriate to compensate Lessee for the lost parking facilities. In any such taking 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 relevant 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 the all damages recoverable by reason of the value of the Leased Premises will belong and be payable to the Lessor.

22. **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 no further instrument of subordination need be required by the mortgagee. In confirmation of such subordination, however, Lessee shall, at Lessor's request, promptly execute any appropriate certificate or instrument that Lessor may request, provided that such certificate or instrument contains 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 estoppel 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.

23. **ASSIGNMENT OR SUBLETTING:** This lease may not be assigned, and the Leased Premises may not be sublet, partially or fully, without the prior written consent of Lessor, through its administration, who shall have full discretion to grant or deny such request. 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 sublessee 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.

24. **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 Leased Premises, usual wear and tear damage by the elements excepted, and shall remain liable for holdover rent until the Leased 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 any and all alterations, additions or improvements (whether or not made with Lessor's consent) prior to the expiration of the Lease and to restore the Leased Premises 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 remain survive the expiration or other termination of the terms of this Lease.

25. **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 rate of 20% 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 this choice of action.

26. **DEFAULT:** 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 days after written notice thereof by Lessor, or should Lessee fail to comply with any of the other obligations of this lease, within 30 days from the mailing by Lessor of notice demanding compliance, or in the event of Lessee's bankruptcy, receivership, insolvency, or assignment for 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: (a) to cancel this lease, in which event there shall be due to Lessor as liquidated damages, 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 lease 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 20 days, such additional reasonable time as is necessary to cure such default shall be granted to Lessee.

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 reentry are expressly waived.

Lessor's failure to strictly and promptly enforce these conditions shall not operate as a waiver of Lessor's rights, Lessor hereby expressly reserving the right to always enforce prompt payment of rent, or to cancel this lease regardless of any indulgences or extensions previously granted.

If Lessor should default in the performance of any of its obligations under this Lease for a period of more than thirty (30) days after receipt of written notice by Lessee specifying such default, or if such default is of a nature to require more than thirty (30) days to remedy and continues beyond the time reasonably necessary to cure such default (or Lessor has not undertaken procedures to cure such default within such thirty (30) day period or diligently pursued such procedures), Lessee may, in addition to any other remedy available at law or in equity, (i) terminate this Lease; or (ii) incur any expense necessary to perform the obligation of Lessor specified in such notice and deduct such expense from the rent or other charges next becoming due to Lessor.

27. **FORCE MAJEURE:** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorism, terrorist activities, inability to obtain services, labor, or materials or reasonable substitutes therefore, governmental actions, public health emergencies, civil commotions, fire, flood, earthquake or other casualty, and other causes beyond the reasonable control of the party obligated to perform, except with respect to the obligations imposed with regard to rental and other charges to be paid by Lessee pursuant to this Lease (collectively, a "Force Majeure"), notwithstanding anything to the contrary contained in this Lease, shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure.

28. **NONWAIVER:** Failure of Lessor or Lessee to declare immediately upon occurrence thereof of 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 upon the actual occurrence of same; no waiver or any default shall alter Lessee's obligations under the Lease with respect to any other existing or subsequent default.

29. **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.

30. **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 with respect to the subject matter hereof.

31. **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).

32. **GOVERNING LAW; VENUE:** This Lease shall be governed by and construed in accordance with the laws of the State of Louisiana then in effect. Any action regarding a dispute under this Lease shall be brought in the 22nd Judicial District Court for the Parish of St. Tammany, State of Louisiana.

33. **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.

34. **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 may be 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 by direct, by written notice in accordance herewith.

LESSOR: City of Slidell
Attn: Mayor
P.O. Box 828
Slidell, LA 70459

With a copy to:

City Attorney, City of Slidell
P.O. Box 828
Slidell, LA 70459

LESSEE: Times Grill II, L.L.C.
Attn: Shearn Lemoine
278 General Patton Ave., Ste. 600
Mandeville, LA 70471

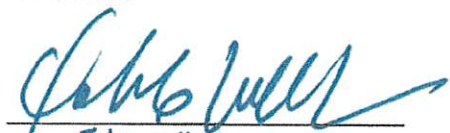
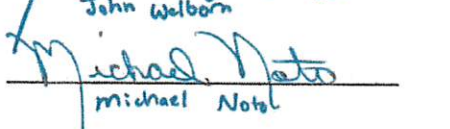
35. **AUTHORITY:** If Lessee is a legal entity other than a natural person, each person signing this Lease on behalf of Lessee represents and warrants that he has full authority to do so and this Lease binds such legal entity. Within 30 days after this Lease is signed, Lessee shall deliver to Lessor a certified copy of a resolution of Lessee's Board of Directors evidencing such authority or other evidence of such authority reasonably acceptable to Lessor.

[SIGNATURES ON FOLLOWING PAGE]

COMMERCIAL LEASE AGREEMENT
SIGNATURE PAGE

THUS DONE AND SIGNED ON THIS 25th day of January, 2021, effective as of the Effective Date.

WITNESSES:


John Welborn

Michael Noto
Michael Noto

LESSOR

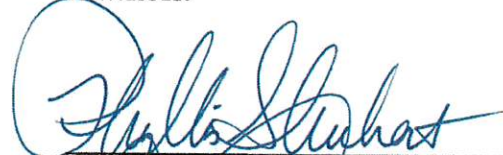
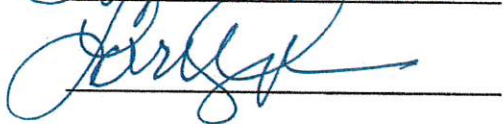
City of Slidell



By: George G. Cromer, Mayor

THUS DONE AND SIGNED ON THIS 28 day of January, 2021, effective as of the Effective Date.

WITNESSES:

LESSEE

Times Grill II, L.L.C.



By: Shearn Lemoine, Member/Manager

EXHIBIT A

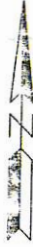
A certain parcel or tract of land, lying and being situated in Section 10, Township 9 South, Range 14 East, Greensburg Land District, St. Helena Meridian, in the City of Slidell, St. Tammany Parish, Louisiana, and being a parcel bounded by The Alabama Great Southern Railroad Company on the West, the former easterly right of way line of the aforementioned The Alabama Great Southern Railroad Company on the East, Pennsylvania Avenue on the North, and Bayou Lane on the South, and being more particularly described as follows:

From the Railroad Mile Post #167, proceed South $17^{\circ}42'30''$ East, 730.20 feet to an iron rod set on the southerly right of way line of Pennsylvania Avenue, said iron rod being the POINT OF BEGINNING of the tract herein described; thence, proceed South $72^{\circ}32'01''$ East, 27.03 feet along the southerly right of way line of Pennsylvania Avenue to a concrete monument; thence, proceed along said right of way line South $15^{\circ}11'54''$ East 36.10 feet to a concrete monument; thence, proceed South $71^{\circ}06'00''$ East, 27.24 feet to a point on the former easterly right of way line of The Alabama Great Southern Railroad Company; thence, proceed southerly along said right of way line South $18^{\circ}54'00''$ West, 755.10 feet to a point; thence, proceed along a curve to the right, having a radius of 5829.65 feet, a chord bearing South $20^{\circ}59'33''$ West, 425.73 feet, a highway arc definition length of 425.82 feet to a point; thence, proceed North $81^{\circ}11'11''$ West, 70.61 feet to a $\frac{1}{2}$ inch iron rod located on the northerly right of way line of Bayou Lane; thence, proceed along a curve to the left, having a radius of 3299.17 feet and a chord bearing North $21^{\circ}11'34''$ East, 263.99 feet to a drill hole in the concrete apron on the west side of the Slidell Railroad Depot; thence, return North $18^{\circ}54'00''$ East, 958.35 feet to the iron rod located at the POINT OF BEGINNING.

Said parcel contains 2.02 acres of land, more or less, and is more particularly shown and is all in accordance with a plat of survey by Clinton P. Lovell, P.L.S., Louisiana P.L.S. Registration No. 4520, bearing Job No. 101694. Drawing No. DEPOT.DWG, and dated December 7, 1993, and revised December 9, 1994.

EXHIBIT B

NOTE: ACCORDING TO N.E.P. P.L.A. FLOOD HAZARD BRUNNEN MAP NO. 220204-0003R, DATED DECEMBER 12, 1983, THIS PROPERTY IS LOCATED IN FLOOD ZONE "A-1".



■ FOUND CONCRETE MONUMENT
○ SET 1/2" IRON ROD

BAYOU LANE

NORFOLK SOUTHERN RAILROAD

U. S. HIGHWAY 11
(a.k.a. FRONT STREET)

PENNSYLVANIA AVENUE

THIS POINT IS LOCATED 571'-10"-00" N212° FROM MILE POST #187

Form: Verbal
569-NO. 111684

A certain parcel or tract of land, lying and being situated in Section 10, T9S-R14E, Greensburg Land District, St. Helena Meridian, in the City of Slidell, St. Tammany Parish, Louisiana, and being a parcel bounded by the Norfolk Southern Railroad on the west, the former easterly right-of-way line of the aforementioned Norfolk Southern Railroad on the east, Pennsylvania Avenue on the north, and Bayou Lane on the south, and being more particularly described as follows:

From the Railroad Mile Post #187, proceed S17-42-30E, 730.20 feet to an iron rod set on the southerly right-of-way line of Pennsylvania Avenue, said iron rod being the Point of Beginning of the tract herein described. Thence, proceed S72-32-01E, 27.03 feet along the southerly right-of-way line of Pennsylvania Avenue feet to a concrete monument; Thence, proceed along said right-of-way S15-11-44E, 36.10 feet to a concrete monument; Thence, proceed S71-08-00E, 27.24 feet to a point on the former easterly right-of-way line of the Norfolk Southern Railroad; Thence, proceed southerly along said line S18-54-00W, 755.10 feet to a point; Thence, proceed along a curve to the right, having a radius of 5829.65 feet, a chord bearing S20-59-23W, 425.73 feet, a highway arc definition length of 421.02 feet to a point; Thence, proceed N91-11-11W, 20.65 feet to a 1/2 inch iron rod located on the southerly right-of-way line of Bayou Lane; Thence, proceed along a curve to the left, having a radius of 3299.17 feet and a chord bearing N21-11-34E, 263.99 feet to a drill hole in the concrete apron on the west side of the Slidell Railroad Depot; Thence, return N18-54-00E, 958.35 feet to the iron rod located at the Point of Beginning.

Said parcel contains 2.02 Acres of land and is more particularly shown and is all in accordance with a plat of survey by Clinton P. Lovell, P.L.S., Louisiana P.L.S. Registration No. 4530, bearing date 5/10/64, Plan No. 20, TRACTS 17, 18, 19, and 20, and dated December 7, 1993, and dated December 9, 1994.

PLAT SHOWING SURVEY
OF

A 2.02 ACRES PARCEL OF LAND,
CONSISTING OF A 0.53 ACS. &
A 1.44 ACS. TRACT OF LAND, ALL
LYING AND BEING SITUATED IN
SECTION 10, T9S-R14E, G.L.D.,
IN THE CITY OF SLIDELL, ST.
TAMMANY PARISH, LOUISIANA

FOR

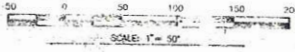
THE CITY OF SLIDELL, LA.



Clinton P. Lovell

CLINTON P. LOVELL, P.L.S.
LOUISIANA P.L.S. REGISTRATION NO. 4530

ALBERT A. LOVELL & ASSOCS., INC.	
CIVIL ENGINEERS & LAND SURVEYORS 2811 SGT. ALFRED DRIVE, SLIDELL, LOUISIANA	
DATE: DECEMBER 7, 1993	JOB NO.: 101094
REVISED: 12/09/94, 12/16/94	DRAWN BY: CML
ORIGINAL SCALE: 1" = 50'	DRAWING NO.: DEPOT-07C



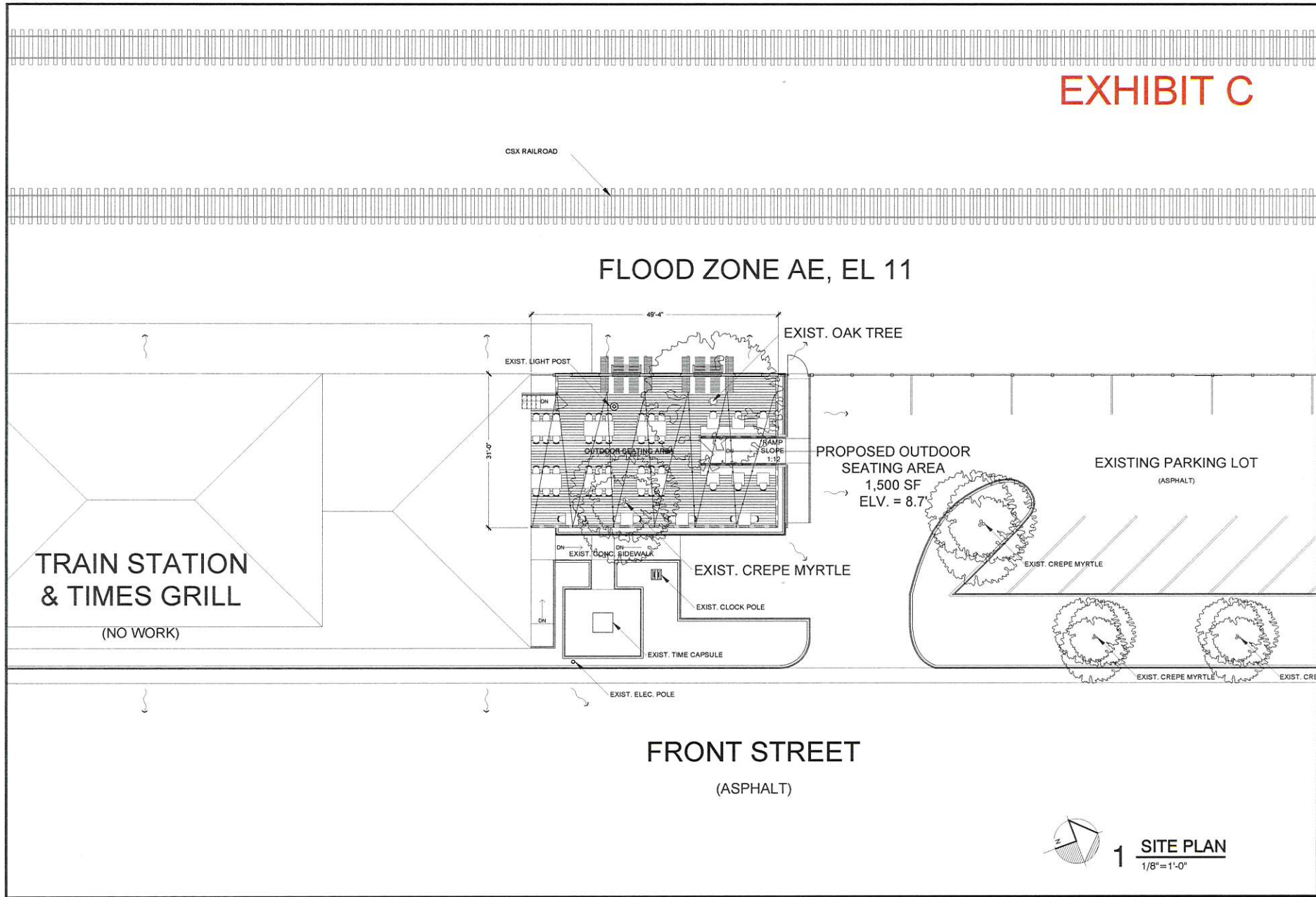
Scale: 1 inch = 50 Feet Rotation: 0°

10 694

Surveyed by: C.P.L. Reference: CITY OF SLIDELL, LA. Contained by: DEPOT-07C, SLIDELL, LA.

EXHIBIT C

FLOOD ZONE AE, EL 11



KVS
architecture
235 Girod Street, Mandeville, Louisiana
985.674.3077 www.kvsarchitecture.com

OUTDOOR SEATING AREA FOR:
TIMES GRILL
1827 FRONT STREET, SLIDELL, LOUISIANA, 70458



REVISIONS
DATE: 8.4.20
PROJECT No: 20032
DRAWING: A1.0

1 **SITE PLAN**
1/8" = 1'-0"