
TERREBONNE PARISH COUNCIL

COMMUNITY DEVELOPMENT AND PLANNING COMMITTEE

Mr. Dirk J. Guidry
Mr. Al Marmande **Chairman**
Mr. John Navy **Vice-Chairman**
Ms. Arlanda Williams **Member**
Mr. Gerald Michel **Member**
Mr. Scotty Dryden **Member**
Ms. Christa Duplantis- **Member**
Prather **Member**
Mr. Steve Trosclair **Member**
Mr. Darrin W. Guidry, **Member**
Sr.



In accordance with the Americans with Disabilities Act, if you need special assistance, please contact Venita H. Chauvin, Council Clerk, at (985) 873-6519 describing the assistance that is necessary.

AGENDA

February 5, 2018
5:45 PM

Parish Council Meeting Room

NOTICE TO THE PUBLIC: If you wish to address the Council, please complete the "Public Wishing to Address the Council" form located on either end of the counter and give it to either the Chairman or the Council Clerk prior to the beginning of the meeting. Individuals addressing the council should be respectful of others in their choice of words and actions. Thank you.

ALL CELL PHONES, PAGERS AND ELECTRONIC DEVICES USED FOR COMMUNICATION SHOULD BE SILENCED FOR THE DURATION OF THE MEETING

INVOCATION

PLEDGE OF ALLEGIANCE

CALL MEETING TO ORDER

ROLL CALL

1. Consider action to rescind the condemnation order for the residential structure located at 604 Linda Ann Street, Gray, LA.
2. **RESOLUTION:** Authorizing the Parish President to execute Addendum #2 to the Lease Agreement between the Terrebonne Parish Consolidated Government and Uptown Enterprise, LLC. for the purposes of Housing it's Department of Housing & Human Services.
3. Adjourn

Category Number:
Item Number:



Monday, February 5, 2018

Item Title:

INVOCATION

Item Summary:

INVOCATION

Category Number:
Item Number:



Monday, February 5, 2018

Item Title:

PLEDGE OF ALLEGIANCE

Item Summary:

PLEDGE OF ALLEGIANCE

Category Number:
Item Number: 1.



Monday, February 5, 2018

Item Title:

Linda Ann Street Rescind Condemnation

Item Summary:

Consider action to rescind the condemnation order for the residential structure located at 604 Linda Ann Street, Gray, LA.

ATTACHMENTS:

Description	Upload Date	Type
Linda Ann Condemnation Order	1/24/2018	Backup Material
Linda Ann Request	1/24/2018	Backup Material

**CONDEMNATION MOTION
SPECIAL SESSION OF OCTOBER 23, 2017**

Ms. A. Williams moved, seconded by Mr. S. Dryden, "THAT, the Council find that the residential structure located at 604 Linda Ann Avenue, Gray, LA, owned by Albertha Francois, per legal description,

'Two (2) certain lots or tracts of property situated in the Parish of Terrebonne, State of Louisiana, located in Section 5, T16S-R17E, known and designated as Lots Three (3) & Four (4) of Block Ten (10) of Suburban Estates Subdivision as per plat of said subdivision entitled "Suburban Estates, Subdivision of Property for J. G. Duplantis, Section 5, T16S-R17E," dated March 10, 1969 prepared by the office of T. Baker Smith and Son, Inc. said plat being recorded as Map No. 2955 at Map Vol. 4, Page 24-A, and at CPOB 493, folio 3, Entry No. 379965; said lots being contiguous and having the size, dimensions and being located as located as shown on said plat; namely having a combined front or width of One Hundred Thirty (130') feet on the south Side of Linda Ann Avenue, by a depth between equal and parallel lines of One Hundred Twenty-Five (125') feet; being bounded in front or North by Linda Ann Avenue, in the rear or South by property of Leonie Prejean or assigns, West by Lot Two (2) and East by Lot Five (5), both Block Ten (10) of said Suburban Estates subdivision; together with all the buildings and improvements thereon and all rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining.'

is in a dilapidated and dangerous condition that endangers the health, safety and welfare of the public. Accordingly, the structure is hereby condemned and the owner is hereby ordered to demolish, and/or remove the structure by November 30, 2017. In default of which Terrebonne Parish Consolidated Government may proceed to do so, and in accordance therewith, the Parish Administration be authorized to proceed with the bidding process for the demolition and/or removal."

The Chairman called for the vote on the motion offered by Ms. A. Williams.

THERE WAS RECORDED:

YEAS: D. J. Guidry, S. Trosclair, J. Navy, A. Williams, G. Michel, S. Dryden, C. Duplantis-Prather, D. W. Guidry, Sr. and A. Marmande.

NAYS: None.

ABSENT: None.

The Chairman declared the motion adopted.

From: [Arlanda Williams](#)
To: [Suzette Thomas](#)
Cc: [Deon Stewart](#); [Angela Guidry](#)
Subject: Re: 605 Linda Ann, Gray
Date: Tuesday, January 23, 2018 4:43:59 PM

Thank you!

On Jan 23, 2018 4:40 PM, "Suzette Thomas" <suthomas@tpcg.org> wrote:

Ladies,

This e-mail communication is to notify you that Councilwoman Arlanda Williams will place the matter relative to rescinding the condemnation order on the next Community Development & Planning Committee agenda.

Thanks,
Suzette

Sent via the Samsung Galaxy Note® 4, an AT&T 4G LTE smartphone



Monday, February 5, 2018

Item Title:

Lease Renewal between Terrebonne Parish Consolidated Government and Uptown Enterprise LLC

Item Summary:

RESOLUTION: Authorizing the Parish President to execute Addendum #2 to the Lease Agreement between the Terrebonne Parish Consolidated Government and Uptown Enterprise, LLC. for the purposes of Housing it's Department of Housing & Human Services.

ATTACHMENTS:

Description	Upload Date	Type
Resolution	1/25/2018	Resolution
Addendum #2	1/25/2018	Backup Material
Ex Summary	1/30/2018	Executive Summary
Lease	1/25/2018	Backup Material
Lease Letter	1/25/2018	Backup Material
Past Resolution	1/30/2018	Backup Material

OFFERED BY: _____

SECONDED BY: _____

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO EXECUTE
AN ADDENDUM TO THE LEASE AGREEMENT BETWEEN THE
TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND UPTOWN
ENTERPRISES, L.L.C. TO RENEW TPCG'S LEASE FOR THE PURPOSES OF
HOUSING ITS DEPARTMENT OF HOUSING AND HUMAN SERVICES**

WHEREAS, the Terrebonne Parish Consolidated Government currently leases certain property on the corner of Barrow and Bond Streets in Houma, Louisiana from Uptown Enterprises, L.L.C. to house its Department of Housing & Human Services; and,

WHEREAS, the current Lease Agreement with Uptown Enterprises terminates on February 28, 2018; and,

WHEREAS, the current Lease Agreement has an option to renew for two additional 5-year terms; and,

WHEREAS, the Terrebonne Parish Consolidated Government has agreed to enter into an addendum with Uptown Enterprises, L.L.C. to lease the said property during the second renewal period provided for under the Lease Agreement; and,

WHEREAS, Uptown Enterprises agrees to said terms in the addendum and wishes to execute same; and

NOW THEREFORE BE IT RESOLVED that the Terrebonne Parish Consolidated Government hereby authorizes its Parish President to execute any and all documents necessary regarding this addendum to the Lease Agreement with substantially the same terms as the attached documents.

UPON VOTE TAKEN, THERE WAS RECORDED:

YEAS: _____

NAYS: _____

NOT VOTING: _____

ABSENT: _____

The Chairman of the Terrebonne Parish Council declared this Resolution ADOPTED / NOT ADOPTED on this ____ day of _____, 2018.

CHAIRMAN

I, VENITA H. CHAUVIN, Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the _____ on the _____ day of _____, 2018 subsequently ratified by the assembled Council in Regular Session on the _____ day of _____, 2018 at which meeting a quorum was present.

, COUNCIL CLERK

TERREBONNE PARISH
CONSOLIDATED GOVERNMENT

PARISH OF TERREBONNE

UPTOWN ENTERPRISES, L.L.C.

STATE OF LOUISIANA

ADDENDUM NO. 2
TO LEASE AGREEMENT

On February 18, 2008, Uptown Enterprises, L.L.C., (“Lessor”) and Terrebonne Parish Consolidated Government (“TPCG” or “Lessee”) entered into a Lease Agreement for the lease of the office building and parking lot situated at 809 Barrow Street, Houma LA 70360, as more fully described in the said Lease Agreement.

This ADDENDUM NO. 2 to the said Lease Agreement is hereby made and entered into and effective on this ____ day of _____ 2018 by and between:

TERREBONNE PARISH CONSOLIDATED GOVERNMENT (“TPCG” or Lessee”), a political subdivision of the State of Louisiana, herein represented by its Parish President, Gordon E. Dove, by virtue of Terrebonne Parish Council Resolution No. _____; and

UPTOWN ENTERPRISES, L.L.C. (“Lessor”) a Louisiana limited liability company authorized to do and doing business in the State of Louisiana, herein represented by Michael P. Pellegrin, by virtue of the Articles of Partnership recorded in Partnership Book 12, page 453, Entry No. 542888 of the records of the Parish of Terrebonne, Louisiana.

WITNESSTH

This ADDENDUM NO. 2 to the provisions contained in the Lease Agreement between TPCG and Lessor shall be incorporated into the original Lease Agreement between these parties.

The original Lease Agreement between the parties executed on February 18, 2008, provided for an option to renew the lease for two additional five (5) year terms, the first renewal period being from March 1, 2013 through February 28, 2018 and the second renewal period from March 1, 2018 through February 28, 2023. By executing this ADDENDUM NO. 2, the parties hereby agree and acknowledge that TPCG has opted to renew the lease for its second renewal period and that Lessor has agreed to honor TPCG’s option to renew the lease for its second renewal period, according to the following rental schedule:

Lessee shall pay Lessor a rental upon the leased premises in the sum of One Hundred Nine Thousand One Hundred Eleven and 05/100 (\$109,111.05) Dollars per annum during the second renewal period of the lease, March 1, 2018 through February 28, 2023. Said annual rental for the second renewal period shall be calculated upon an annual rental of \$7.62 per square foot of office space (10,373 square feet) occupied by Lessee (\$79,042.26) plus \$2.63 per square foot of storage space (11,433 square feet) to be occupied by Lessee (\$30,068.79).

As such, the provisions of this Addendum No. 2 shall prevail over any conflicts between the original Lease Agreement between these parties and this Addendum No. 2. All other terms of the original Lease Agreement shall remain in full force and effect.

THUS DONE AND SIGNED by LESSOR at Houma, Louisiana after a due reading of the whole this ____ day of _____ 2018.

UPTOWN ENTERPRISES, L.L.C.:
BY ITS MANAGING PARTNER:

MICHAEL P. PELLEGRIN

THUS DONE AND SIGNED by LESSEE at Houma, Louisiana after a due reading of the whole this ____ day of _____ 2018.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT
BY ITS PARISH PRESIDENT:

Gordon E. Dove




EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Lease Renewal Between Terrebonne Parish Consolidated Government and Uptown Enterprise, LLC
PROJECT SUMMARY (200 WORDS OR LESS)
A RESOLUTION authorizing the PARISH PRESIDENT to execute ADDENDUM #2 to the Lease Agreement between the TERREBONNE PARISH CONSOLIDATED GOVERNMENT and UPTOWN ENTERPRISES, L.L.C.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
To provide office space for TPCG's Housing and Human Services Department and storage space.
TOTAL EXPENDITURE
\$109,111.05
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)
ACTUAL ESTIMATED
IS PROJECT READY BUDGETED: (CIRCLE ONE)
N/A NO YES IF YES AMOUNT BUDGETED: \$109,111.05

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)	1	2	3	4	5	6	7	8	9
PARISHWIDE									



Signature



Date

LEASE AGREEMENT

THIS LEASE AND AGREEMENT is made and entered into on the date hereinafter written by and between:

UPTOWN ENTERPRISES, L.L.C., a Louisiana Limited Liability Corporation, domiciled in Terrebonne Parish, Louisiana composed of Allen J. Ellender, Jr., M.D., Earl J. Williams, Michael P. Pellegrin, Allen J. Ellender, III, Gerald P. Ellender, William J. Ellender, Michael T. Ellender, Claude B. Ellender, Marie E. Ellender, Charles R. Ellender, David A. Ellender, K. Nancy Ellender, Jules D. Ellender, Ligia del Carmen Ellender, Frank E. Ellender, Elward A. Ellender, Earl J. Williams, Jr., Jo Ann Williams, Charlette A. Williams, Randy Williams, Martha Williams Pittman, Ann Mary Williams and Van Villiams, represented herein by its managing partners ALLEN J. ELLENDER, JR., M.D., EARL J. WILLIAMS and MICHAEL P. PELLEGRIN, as per authorization contained in the Articles of Partnership recorded in Partnership Book 12, folio 453, Entry No. 542888 of the records of Terrebonne Parish, Louisiana (hereinafter referred to as LESSOR) and:

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, a public entity and political subdivision of the State of Louisiana, represented herein by its Parish President, Michel H. Claudet, pursuant to Resolution No. 08-067, attached hereto as Exhibit "A":

LESSOR does by these presents lease and let unto LESSEE, upon the terms and conditions hereinafter set forth, the following described property, to-wit:

10,373 square feet of office space, more or less, as shown upon a Preliminary Plan-Rental Layout by Whitney & Associates, dated January 7, 1993, located in the Town Hall Square located upon the following described property to-wit:

A certain square of ground, situated in the City of Houma, Parish of Terrebonne, State of Louisiana, bounded by Point, Bond, Barrow, and Aycock Streets, said square measuring 549.4 feet on the south side of Point Street, 553 feet on the north side of Bond Street, 527.4 feet on the west side of Aycock Street, 527 feet front on the east side of Barrow Street, said square being bounded north by Point Street, south by Bond Street, together with all buildings and improvements located thereon as well as all rights, ways and privileges or servitudes thereunto belonging or in anywise appertaining.

and

11,433 square feet of storage space, more or less, as shown on the attached drawing marked as Exhibit "B" located in the Town Hall Square located upon the previously described property.

Said rental space includes use of the loading dock, elevator and conveyor system which accesses the space.

Notwithstanding anything contained on the preliminary plan to the contrary, LESSOR shall not be responsible for any new construction nor for the removal of existing construction except as otherwise specifically provided herein

TERM: The term of this lease shall be for a period of five (5) years, commencing on February 29, 2008 and terminating on February 28, 2013.

OPTION TO RENEW: LESSEE shall have an option to renew this lease for two additional five (5) year terms, from March 1, 2013 through February 28, 2018, and March 1, 2018 through February 28, 2023, upon giving written notice to LESSOR of its intention to renew this lease at least sixty (60) days prior to the expiration of the primary term of the lease. The rent for the renewal period shall be increased or decreased in accordance with the changes that have occurred in the consumer price index over the period of the primary term of this lease.

RENT: LESSEE shall pay LESSOR a rental upon the leased premises in the sum of ONE HUNDRED AND THREE THOUSAND, SEVEN HUNDRED EIGHTY-SIX AND 75/100 (\$103,786.75) DOLLARS per annum. Said annual rental is calculated upon an annual rental of \$7.25 per square foot of office space (10,373 square feet) to be occupied by LESSEE (\$75,204.25 per annum) plus \$2.50 per square foot of storage space (11,433 square feet) to be occupied by LESSEE (\$28,582.50 per annum). Said annual rental is to be paid in advance, in equal monthly installments of EIGHT THOUSAND,

SIX HUNDRED FORTY-EIGHT AND 90/100 (\$8,648.90) DOLLARS, payable on or before the fifth day of each month.

EARLY TERMINATION: LESSEE shall have the option to terminate this lease at any time, including during or prior to the expiration of the primary term, any extended term, or option term, upon giving thirty (30) days written notice to LESSOR of its intention to do so.

INSURANCE: LESSOR shall obtain, provide and pay for a policy of fire, windstorm and extended coverage insurance upon the structure of the leased premises and the improvements thereof in the amount of not less than the full insurable value of said property. LESSOR shall not be obligated to provide such policy of insurance for LESSEE'S property and contents placed upon the leased premises.

LESSEE shall obtain a policy or policies of general liability insurance, in accordance with the usual policy of the Terrebonne Parish Consolidated Government, including self-insured retention amount.

DESTRUCTION OF LEASED PREMISES: In the event of any damage to the leased premises or any part thereof, which damage is caused by fire, wind, water or similar casualty, which damage is covered and insured against by the policy of insurance agreed to be maintained by LESSOR, LESSOR shall cause the leased premises to be repaired and restored to the same condition which existed at the time of the occurrence, except as hereinafter provided. In the event the LESSOR is unable to restore the leased premises to the condition which existed at the time of the occurrence within the thirty (30) days thereafter, LESSEE, at its option, may terminate this lease upon the written notice to LESSOR.

In the event the LESSOR undertakes to repair said damages, except as hereinabove provided, upon completion of said repairs LESSEE shall immediately resume occupancy of the leased premises and shall be entitled to a credit for the period LESSEE is excluded from occupancy of the leased premises or part hereof, said credit to be proportionate to the portion of the leased premises from the occupancy of which LESSEE has been excluded.

TAXES: LESSOR shall pay all taxes, special assessments and public charges levied against the premises, payable during the term of this lease. LESSEE shall pay all taxes levied by the State and all political subdivisions upon LESSEE'S property placed upon the leased premises and upon LESSEE'S operations.

IMPROVEMENTS: LESSEE, at this expense, may make any alterations or additions to the leased premises upon providing LESSOR written notice of the nature and extent of said alterations or additions. LESSEE shall have the right to remove any alterations or additions made by LESSEE to the premises which can be done without any damage to the leased premises. LESSEE expressly waives all right to compensation for any additions or improvements made by LESSEE which remain on the premises upon the expiration of this lease.

COMMON AREAS, SIDEWALKS AND PARKING AREAS: LESSEE, its employees, guests, invitees and licensees shall have the right of use and enjoyment of the common areas, hallways, sidewalks and parking facilities located in, on, and around the leased premises which is the property of LESSOR, without additional cost or expense to LESSEE other than payment of the rent provided herein. LESSOR shall maintain and

repair said common areas, hallways, sidewalks and parking facilities at no cost or expense to LESSEE.

UTILITIES: LESSOR warrants that all utilities, including water, electricity, gas and telephone, are available at the leased premises and are of sufficient size to handle LESSEE'S proposed usage. In the event said utilities are not available, LESSOR shall make same available at its own expense.

LESSEE shall pay all bills for water, electricity, gas, telephone and similar charges.

MAINTENANCE AND REPAIRS: LESSOR shall, at its expense, maintain in good repair the roof, foundation, exterior walls and structural members of the building. LESSOR shall also be required to perform major repairs involving the plumbing, electrical, elevator, and air conditioning or heating systems. LESSEE agrees to give LESSOR notice by the most expedient means of defects or need for repair in the roof, foundation and exterior walls of the building.

LESSOR shall provide a certification by a licensed plumber that the pipes and plumbing upon the leased premises are in good working order, are of sufficient capacity to meet the anticipated needs of LESSEE and in normal use have an anticipated useful life of two (2) years or more. LESSOR shall provide a certification by a licensed refrigeration mechanic or a licensed air conditioning technician that the air conditioning unit or units for the leased premises are in good working order, are of sufficient capacity to meet the anticipated needs of LESSEE and in normal use have an anticipated useful life of two (2) years or more.

Upon receipt of said certifications, LESSEE shall, at its expense, be responsible to perform regular and routine maintenance to said systems, which shall include only the responsibility to clean and remove the filters of the heating and air conditioning system, replace the fixtures and lights in the electrical system, and the routine maintenance of the interior plumbing fixtures and lines. LESSEE shall, at its expense, maintain the interior of the leased premises and fixtures thereunto in good working order.

LESSEE further agrees to maintain the elevator, at its expense, in good working order during the term of this lease, which includes the responsibility to provide professional monthly inspections of the elevator system with associated routine maintenance so as to insure that the elevator is maintained in compliance with all applicable codes.

LESSOR shall be responsible to maintain in continuous working order, the conveyor system which accesses the warehouse.

At the end or other expiration of the term, LESSEE shall deliver the leased premises in good order and condition, normal deterioration and wear and tear and damage by fire, windstorm, tornado, other casualty and the elements expected.

INDEMNIFICATION: The LESSOR agrees to defend, indemnify, save and hold harmless Terrebonne Parish Consolidated Government, its departments, agencies, boards and commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of LESSOR, its agents, servants and employees, and any and all costs, expenses and/or attorney fees incurred by LESSEE, all

departments, agencies, boards, commissions, its agents, representatives, and/or employees as a result of any such claim, demands and/or causes of action. LESSOR agrees to investigate, handle, respond to, provide defense for, and defend any such claim, demand, or suit at its sole expense related thereto, even if the claim is groundless, false or fraudulent.

LESSOR shall not be responsible to investigate, defend, indemnify, save and hold harmless the Terrebonne Parish Consolidated Government, its departments, agencies, boards and commissions its officers, agents, servants and employees, from and against any claims, demands, or causes of action arising out of the negligence of LESSEE or the failure on the part of LESSEE to perform pursuant to the provisions of this lease agreement, including such claims, demands, or causes of action against any department of LESSEE, agency, board, commission, its agents, representatives, and /or employees.

SUBLEASE: LESSEE shall have the right to sublet the leased premises, in whole or in part, or assign any rights hereunder upon providing LESSOR thirty (30) days advance written notice of said sublease or assignment. Said sublease or assignment shall not relieve LESSEE of any obligation under this lease, including that of prompt payment of the rent.

AMENDMENT: This lease and any rights hereunder may not be amended or altered except upon express written consent of the LESSEE.

DEFAULT OR BREACH: Upon breach or default of this lease, the breaching or defaulting party shall be given written notice of said breach or default. In the event that said breach or default is not cured within twenty (20) days, the rights of the parties shall be as hereinafter set forth.

In the event the breach or default be by the LESSEE, LESSOR, at its option, may declare the entire rent for the unexpired term of the lease, whether primary or option, to be due and payable immediately (if and only if the breach or default be in the LESSEE'S obligation to punctually pay the rent); LESSOR may cure said breach or default, charging the LESSEE the cost and expense to cure the same together with interest upon said cost or expense at the rate of 12% per annum or; LESSOR may re-enter the leased premises and take possession thereof pursuant to legal proceedings and notice required by law and relet the premises for its fair market value, rentals for such letting to be applied to the payment of any indebtedness, including the payment of rent, due hereunder from LESSEE or LESSOR.

In the event the breach or default be by LESSOR, LESSEE may at its own option cure said breach or default, deducting the cost and expense of curing same from the rentals due hereunder or declare this lease to be terminated.

NOTICES: All notices required hereunder shall be by certified mail, return receipt requested, addresses as follows:

LESSOR

Mr. Earl Williams
Uptown Enterprises
Post Office Box 1448
Houma, LA 70361

LESSEE

Terrebonne Parish Consolidated Government
Parish Administration
Post Office Box 2768
Houma, LA 70361

CHOICE OF LAW: This agreement shall be governed by Louisiana law, and the provisions of this agreement shall be enforced and brought in the Thirty-Second Judicial District Court, Terrebonne Parish, Louisiana.

COMPLIANCE WITH LAWS: The parties hereto and their employees, contractors and agents shall comply with all applicable federal, state and local laws and ordinances in carrying out the provisions of this agreement.

NON-APPROPRIATION: Notwithstanding any provisions herein, in the event sufficient funds to maintain this lease are not appropriated by the governing authority of the LESSEE in any fiscal year covered by this lease, this agreement may be terminated by the LESSEE giving notice to the LESSOR of such facts and LESSEE's intention to terminate its financial obligation.

LEGAL CONSTRUCTION: In case any one or more of the provisions contained in this lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this agreement shall be considered as if such invalid, illegal, or enforceable provision had never been contained in this lease.

MISCELLANEOUS: No waiver of any of the conditions or breach of this lease by either party shall be deemed to imply or constitute a further waiver of the same conditions or any other conditions or this lease or a waiver of any other or subsequent breach. This lease shall inure to the benefit of and be binding upon the parties hereto, their successor and assigns.

Each party agrees to re-execute this lease at any time upon the request of the other.

Each party agrees to execute a short form lease for the purposes of recordation.

THUS DONE AND SIGNED at Houma, Louisiana, after a due reading of the whole this 18th day of February, 2008.


UPTOWN ENTERPRISES

BY: 

ALLEN J. ELLENDER, JR., M.D.
Managing Partner


BY: 

EARL J. WILLIAMS
Managing Partner

BY: 

MICHAEL P. PELLEGRIN
Managing Partner

TERREBONNE PARISH
CONSOLIDATED GOVERNMENT

BY: 

Michel H. Claudet
Parish President

RECEIVED
NOV 29 2017
Department of Housing
& Human Services

November 29, 2017

Mr. Darrel Waire
Terrebonne Parish Consolidated Government
809 Barrow Street
Houma, La. 70360

Re: Lease Renewal with Uptown Enterprises, LLC

Dear Darrel,

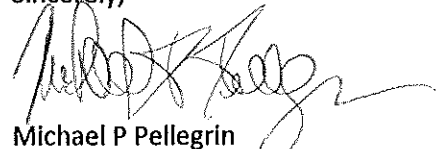
This will confirm our telephone conversation of November 29, 2017 wherein I agreed, on behalf of Uptown Enterprises, LLC, to renew the lease at 809 Barrow Street for another five(5) years beginning March 1, 2018 and ending February 28'th 2023 at the current rent of \$7.62 per square foot (10,343 square feet) currently occupied by you (\$79,042.26 per annum or \$6,586.86 per month).

Likewise we agreed to renew the lease on the storage space (11,433 square feet) at the existing rate of \$2.63 per square foot (\$30,068.79 per annum or \$2,505.73 per month).

The combined annual rent for both the office space (10,343 square feet) and the storage space (11,433 square feet) shall remain \$109,111.05 per annum.

Please note that I will be the only managing partner appearing on behalf of Uptown Enterprises, LLC to execute the lease renewal.

Sincerely,



Michael P Pellegrin
Managing Partner for Uptown Enterprises, LLC

TERREBONNE PARISH
CONSOLIDATED GOVERNMENT

PARISH OF TERREBONNE

UPTOWN ENTERPRISES, L.L.C.

STATE OF LOUISIANA

ADDENDUM NO. 1
TO LEASE AGREEMENT

On February 18, 2008, Uptown Enterprises, L.L.C., (“Lessor”) and Terrebonne Parish Consolidated Government (“TPCG” or “Lessee”) entered into a Lease Agreement for the lease of the office building and parking lot situated at 809 Barrow Street, Houma LA 70360, as more fully described in the said Lease Agreement.

This ADDENDUM NO. 1 to the said Lease Agreement is hereby made and entered into and effective on this 1st day of March 2013 by and between:

TERREBONNE PARISH CONSOLIDATED GOVERNMENT (“TPCG” or Lessee”), a political subdivision of the State of Louisiana, herein represented by its Parish President, Michel Claudet, by virtue of Terrebonne Parish Council Resolution No. 13-096; and

UPTOWN ENTERPRISES, L.L.C. (“Lessor”) a Louisiana limited liability company authorized to do and doing business in the State of Louisiana, herein represented by Allen J. Ellender, Jr., M.D., Earl J. Williams and Michael P. Pellegrin, by virtue of the Articles of Partnership recorded in Partnership Book 12, page 453, Entry No. 542888 of the records of the Parish of Terrebonne, Louisiana.

W I T N E S S E S

This ADDENDUM NO. 1 to the provisions contained in the Lease Agreement between TPCG and Lessor shall be incorporated into the original Lease Agreement between these parties.

The original Lease Agreement between the parties executed on February 18, 2008, provided for an option to renew the lease for two additional five (5) year terms, the first renewal period being from March 1, 2013 through February 28, 2018. By executing this ADDENDUM NO. 1, the parties hereby agree and acknowledge that TPCG has opted to renew the lease for its first renewal period and that Lessor has agreed to honor TPCG’s option to renew the lease for its first renewal period, according to the following rental schedule:

Lessee shall pay Lessor a rental upon the leased premises in the sum of One Hundred Nine Thousand One Hundred Eleven and 05/100 (\$109,111.05) Dollars per annum during the first renewal period of the lease, March 1, 2013 through February 28, 2018. Said annual rental for the first renewal period shall be calculated upon an annual rental of \$7.62 per square foot of office space (10,373 square feet) occupied by Lessee (\$79,042.26) plus \$2.63 per square foot of storage space (11,433 square feet) to be occupied by Lessee (\$30,068.79).

As such, the provisions of this Addendum No. 1 shall prevail over any conflicts between the original Lease Agreement between these parties and this Addendum No. 1. All other terms of the original Lease Agreement shall remain in full force and effect.

THUS DONE AND SIGNED by LESSOR at Houma, Louisiana after a due reading of the whole this 1st day of March 2013.

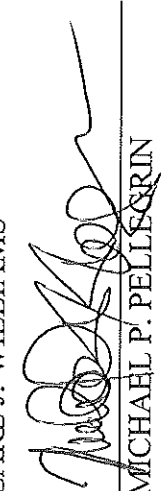
UPTOWN ENTERPRISES, L.L.C.:
BY ITS MANAGING PARTNERS:



ALLEN J. ELLENDER, JR. M.D.




EARL J. WILLIAMS



MICHAEL P. PELLEGRIN

THUS DONE AND SIGNED by LESSEE at Houma, Louisiana after a due reading of the whole this 5 day of March 2013.

TERREBONNE PARISH CONSOLIDATED GOVERNMENT
BY ITS PARISH PRESIDENT:



MICHEL CLAUDET