



LEASE AGREEMENT

This **Lease Agreement** (“**Lease**”) is made and entered into as of April ___, 2024 (the “**Effective Date**”), by and between:

CAMBRE HOLDINGS OF OUACHITA, LLC (“**Lessor**”), a Louisiana limited liability company, herein represented by Charles W. Cambre III, its duly authorized Manager, the mailing address of which is 214 Dumas Road, West Monroe, LA 71292, and

City of West Monroe (“**Lessee**”), a municipality of the State of Louisiana, herein represented by its Honorable Mayor Staci Albritton Mitchell, duly authorized by ordinance no. ___ properly advertised and adopted by Lessee’s Board of Alderman, the mailing address of which is 2305 North 7th St., West Monroe, LA 71291,

who declared, acknowledged, and agreed as follows:

RECITALS:

(I) Lessor is the owner of the immovable property bearing municipal address 607 Grantham Street in the City of West Monroe and having tax assessment number 24046 of Ouachita Parish Assessor’s office, as more particularly described on **Exhibit A**, and on which is situated the building depicted and generally platted as set forth on **Exhibit B** (such immovable property, the “**Property**”, and such building thereon, the “**Building**”).

(ii) Lessee desires to lease from Lessor on the terms and conditions provided below only the portion of such Property and Building that constitute the “**Leased Premises**,” as defined and described below, for use as an expanded recycling facility for the community and in fulfillment and compliance with provisions of a grant to the Lessee for such purposes by the U.S. Environmental Protection Agency (the “**EPA**,” and such grant, the “**Grant**”), and Lessor is willing to do so on such terms and conditions.

(iii) Lessor has previously leased the remaining portions of such Property and Building (such portions as defined and described below, the “**River City Premises**”) to River City Sheet Metal, Inc. (the “**Existing Tenant**”), a Louisiana corporation the principal

place of business of which is at 614 Grantham Street, under a prior lease (the “**Existing Lease**,” which term includes all amendments, extensions, and replacements of the same); accordingly, Lessor must reserve for such Lessor and Existing Tenant ingress and egress from Grantham Street, as more particularly described in section 1.2 below, and Lessee acknowledges and agrees to the same on the terms and conditions set forth below.

(iv) For such purposes and the benefits to each, Lessor and Lessee have made and entered into this Lease on the following terms and conditions:

AGREED:

1. LEASED PREMISES

1.1. Lessor hereby leases to Lessee the following described portions of the Property and Building:

Lessor and Lessee acknowledge and agree that Building on the Property has a floor to ceiling interior wall (the “**Interior Wall**”) located approximately twenty feet north of the southern end of the Building that separates the north end of the Building fronting on Grantham Street from the isolated bay at the south end of the Building closest to the main railroad tracks at the rear of the Building. The Interior Wall is generally depicted by a dotted line at the approximate location of the same on the plat and ariel photo of the Building on Exhibit B. Lessor will construct fences (the “**Fences**”) as an extension of the line of the Interior Wall from, and perpendicular to, the Building exterior wall to the existing fences on the east and west sides of the Property, as generally depicted by dotted lines on Exhibit B. The “**Leased Premises**” is the portion of the Building and Property north of the Interior Wall and the Fences to be constructed by Lessor. The portion of the Building and Property south of the Interior Wall and the Fences to be constructed by Lessor is the “**River City Premises**” that is shown by limited cross hatching on Exhibit B. The River City Premises is excluded from the Leased Premises.

1.2. Lessor reserves for Lessor, Existing Tenant, and their authorized agents, employees, contractors, representatives, and other invitees the unrestricted right of ingress and egress from Grantham Street across the Leased Premises on the existing driveways on both sides of the Building to the RC Premises 24 hours a day, 7 days of the week, throughout the term of the Lease, and Lessee expressly acknowledges and agrees to the

same. For such purposes, Lessor will provide a copy of the key to the locks on the existing gates and Lessee agrees that only such locks will be utilized on such gates throughout the term of the Lease, so that the Existing Tenant and its numerous employees that have a copies of such key will always be able unlock the gates to the Leased Premises to gain ingress and egress to the RC Premises overnight, on weekends, and at any other times. By utilizing the existing locks, Lessee will be able to lock the gates at any time without preventing unrestricted ingress and egress to Existing Tenant to the RC Premises at all times.

2. TERM

The term of this Lease shall be for a period of five (5) years, commencing on the Effective Date, and terminating at 11:59 p.m. on the day prior to the anniversary of the Effective Date in 2029.

3. RENT

The consideration for this Lease is the sum of **Two Hundred Forty Thousand Dollars (\$240,000.00)**, payable in sixty (60) consecutive monthly installments of Four Thousand Dollars (\$4,000.00) each, the first installment being due and payable on the Effective Date, and one installment being due and payable on or before the same day of each succeeding month thereafter during the term of this Lease. All payments will be made by electronic transfer to Lessor's designated account on or before the due date.

4. LESSEE'S ACCEPTANCE OF PROPERTY

Except as specifically provided in section 5.1. below, the Leased Premises is delivered to Lessee by Lessor in its existing condition on an "AS-IS" basis without any nature of construction work being performed by Lessor, and Lessee has inspected the Leased Premises and accepts the Leased Premises in such "AS-IS" condition. Taking

possession of the Leased Premises by Lessee shall be conclusive evidence that the Leased Premises is in good and satisfactory condition at the time such possession was taken.

5. ALTERATIONS AND IMPROVEMENTS.

5.1. Lessor and Lessee acknowledge and agree that promptly after the Effective Date, Lessor or Lessee will each begin to make and will each diligently pursue to completion the following alterations or improvements:

5.1.1. Lessor, at its expense, shall install the Fences described in Section 1 above, which will include gates on both sides of the Building to permit the Existing Tenant to enter the Existing Premises from either side of the Building.

5.1.2. Lessee, at its expense, will (i) paint the entire Building with a color selected by Lessee and approved by Lessor; and (ii) upgrade the electrical system as needed to accommodate its recycling equipment and conduct such business.

5.2. Should Lessee require any other alterations or improvements to the Leased Premises, the same shall not be made without the prior written consent of Lessor, which will not be unreasonably withheld.

5.3. Any and all alterations or improvements made by Lessee shall be made at Lessee's expense and shall be accomplished with due diligence, using first-class materials, in a good and workmanlike manner, and in compliance with all applicable laws of all governmental authorities. Lessee agrees to protect and hold Lessor harmless from any and all claims of laborers or materialmen for payment of sums due to them in connection with all improvements or alterations made to the Leased Premises by Lessee

5.4. Any and all alterations or improvements made by Lessee shall immediately become the property of Lessor without any claim for or payment of reimbursement by Lessor. Upon termination of the Lease, Lessee shall have no right to remove any such alterations or improvements and no obligation to repair and restore the Leased Premises

to the existing condition on the Effective Date; and Lessor shall have no obligation to pay Lessee any amount for the such alterations or improvements or for the enhanced value of the Building or Property, if any, as a result of the same.

6. MAINTENANCE AND REPAIRS

6.1. Lessee shall maintain a high degree of neatness and cleanliness. Lessee agrees to furnish and pay for all janitorial and cleaning maintenance services required for the Leased Premises and to maintain the grounds of the Leased Premises, including, without limiting the generality hereof, mowing of the grass, watering, maintenance of the shrubbery, and sweeping of the sidewalks and parking area of the Leased Premises. Lessee agrees not to leave trash outside the Leased Premises and store neatly any items that are required to be outside. 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.

6.2. As a further consideration of the Lease, Lessee agrees to perform and bear at its cost any repairs required on the Leased Premises up to the amount of \$500.00 for each required repair, including, without limiting the generality hereof, the roof, structural members, foundation, parking areas, and sidewalks, electrical wiring, plumbing, air-conditioning and heating systems, and exterior and interior of the Leased Premises.

6.3. Additionally, Lessee, at its sole expense and without such limitation, shall also immediately repair and/or replace as needed any damages caused by Lessee or by its agents, employees, contractors, representatives, customers, or other invitees. Lessee shall make such repairs or replacement at its full cost and expense, notwithstanding the amount required to make such repairs or replacements.

6.4. Any such repairs by the Lessee shall be accomplished promptly, with first-class materials, in a good and workmanlike manner, and in compliance with all applicable laws

of all governmental authorities. If Lessee does not accomplish the repairs within five days of written notification by Lessor, Lessor may proceed with repairs and/or clean-up at Lessee's expense.

6.5. Lessor shall be responsible for the cost of repairs described in Section 6.2 that exceed the amount to be paid by Lessee for each required repair, and Lessor shall be responsible for the costs of all other repairs and for all replacements to the Leased Premises when repair is no longer effective, provided however, that Lessor shall have no responsibility for the cost of any repairs or replacements to remedy any damages described in Section 6.3 above.

7. AD VALOREM TAXES

Lessor shall pay all ad valorem property taxes assessed against the Property and Building. Lessee shall pay any and all ad valorem property taxes and assessments assessed against its furniture, fixtures, files, equipment, and inventory or any other personal property situated on the Leased Premises.

8. INSURANCE.

Lessor shall carry fire and storm and extended coverage insurance upon the Building in which the Leased Premises is situated. Lessee shall maintain at its expense owner's, Lessor, and Lessee liability insurance covering the contents of the Building, together with liability insurance to protect Lessor and Lessee from liability to employees of Lessee and to third persons on the Leased Premises. Such insurance shall contain combined single limit coverage of not less than \$1,000,000.00 and shall name Lessor as an additional insured on the Leased Premises. Certificates of Lessee's insurance coverage shall be furnished by Lessee to Lessor and shall provide that Lessor shall be given at least ten (10) days' prior written notice of cancellation.

In accordance with the waiver of subrogation clause of the standard Louisiana fire

insurance policy form, Lessor and Lessee do hereby waive any and all rights of recovery against each other and all persons for whose actions Lessor and Lessee are or might be responsible for insured loss occurring to property of Lessor or Lessee on the Leased Premises, as the case may be.

9. HOLD HARMLESS AGREEMENT

Lessee assumes full responsibility for the condition of the Leased Premises and hereby assumes all risk of damage to property or injury to persons, in, upon or about the Leased Premises arising from any cause, and Lessee hereby waives all claims in respect thereof against Lessor. This assumption of responsibility and liability shall be fully co-extensive with the legal responsibilities of Lessor (as lessor and as owner) as to all persons and property, and includes without limitation all liability assumable by a lessee under La. Rev. Stat. 9:3221. Lessor shall not be responsible for damage to property or injury to Lessee's property or business or to the property or person of any person whatsoever or any losses or damages or injuries, regardless of cause, including those caused by or resulting from vices or defects, latent or otherwise, that may now exist or hereafter arise in, on, about or to the Leased Premises or caused by or resulting from fire or other casualty or from disrepair, damage, or conditions necessitating repairs or replacements to, in, about or on the Leased Premises.

Lessee agrees to defend, indemnify and hold Lessor harmless from the foregoing and from any and all liability for injury, damage or loss that arises from the foregoing or other any cause, including the negligence of Lessee or its employees, agents, officers, contractors, or invitees. If suit is instituted against the Lessor, or Lessor is forced to defend against or settles a claim, demand or action regarding the same or alleging damage to property or injury to persons or any other loss or damage caused by or resulting from any accident or occurrence in, on, to or about the Leased Premises, Lessee agrees to defend,

indemnify and hold harmless Lessor from any and all expenses incurred by Lessor in connection with such suit, defense or settlement.

10. UTILITIES

Lessee shall pay for all costs of water, gas, electricity, sanitation, and other utilities, including all deposits, for the Leased Premises.

11. SUBLEASE

Lessee shall not have the right to assign or sublease the Leased Premises without the prior written consent of Lessor, which approval shall not be unreasonably withheld.

12. DEFAULT AND REMEDIES

In the event that Lessee violates any of the terms, conditions, or covenants of this Lease and such violation continues after ten (10) days notice and right to cure, then the Lessor shall have the option to immediately cancel this Lease without putting Lessee in default, Lessee to remain responsible for all damages or losses suffered by Lessor.

13. TERMINATION OF LEASE UPON DESTRUCTION

Should the Leased Premises be destroyed or become unusable as a result of casualty or damage for the purposes for which leased, this Lease shall terminate and the rights and obligations of both parties for the period after such destruction, casualty, or damage shall be extinguished thereby.

14. NOTICES

All notices under this Lease shall be sufficient if given personally, sent by overnight courier for next business day delivery, or mailed certified, return receipt requested, postage prepaid, to the addresses set forth above, or to any other address a party may provide in writing from time to time. Such notice shall be deemed to be received when delivered in the case of personal delivery, on the next business day after sending in case of delivery

by overnight courier for next business day delivery, or on the third business day after mailing in the case of certified mail. Lessee binds and obligates itself to deliver and surrender the Leased Premises at the expiration or termination of this Lease in as good a state and condition as Lessee received, subject only to reasonable wear and tear.

15. MISCELLANEOUS

15.1. Lessee binds and obligates itself to deliver and surrender the Leased Premises at the expiration or termination of this Lease in as good a state and condition as Lessee received, subject only to reasonable wear and tear.

15.2. Lessor reserves the right to post and keep posted on the Leased Premises during the ninety (90) days preceding the expiration of the term of this Lease signs indicating that the Leased Premises are for rent, and during such period, Lessee will allow potential tenants to visit the Leased Premises when properly authorized by Lessor.

15.3. Lessee represents and warrants that on the Effective Date all pre-requisites for its entry into this Lease have been properly accomplished and that the Lease is valid, binding, and enforceable against the City in accordance with its terms.

15.4. This Lease and the exhibits attached hereto constitute the sole and exclusive agreement between the parties with respect to the Leased Premises and supersedes any or all prior agreements. No amendment, modification, or revision of this Lease shall be effective unless in writing and executed by both parties.

16. NOTICE OF LEASE

Lessor and Lessee agree that this Lease shall not be filed of record, but in lieu thereof, at the request of either, Lessor and Lessee will execute a Notice of Lease, which may be filed by the requesting party at its expense in the conveyance records of the Clerk of Court of Ouachita Parish, Louisiana to give notice of the same.

16. EPA GRANT

This Lease is also subject to the provisions of the EPA Grant, but only to the extent such Grant is applicable to the Lease or to Lessor or Lessee. Lessee has provided a copy of the Grant to Lessor, which acknowledges receipt thereof, and Lessor and Lessee agree to be bound by the same to the extent applicable to each or to the obligations of each provided in this Lease.

In witness whereof, Lessor and Lessee have executed this Lease, in multiple counterparts that shall be combined as duplicate originals, on the dates set forth below, effective as of the Effective Date.

THUS DONE AND SIGNED in Ouachita Parish, Louisiana, by Lessor on the _____ day of _____, 2024, effective as of the Effective Date set forth above, in the presence of the undersigned notary public and legal and competent witnesses.

WITNESSES:

CAMBRE HOLDINGS OF OUACHITA, LLC

Print Name of Witness: _____

By: _____
Charles W. Cambre III, Manager

Print Name of Witness: _____

Print Name: _____
Notary ID No. _____
NOTARY PUBLIC

THUS DONE AND SIGNED by Lessee in Ouachita Parish, Louisiana, on this _____ day of _____, 2024, effective as of the Effective Date set forth above, in the presence of the undersigned notary public and legal and competent witnesses.

WITNESSES: _____ City of West Monroe.

Print Name of Witness: _____

By: _____
Mayor Staci Albritton Mitchell

Print Name of Witness: _____

Print Name: _____
Notary ID No. _____
NOTARY PUBLIC

Attachments incorporated in and made a part of this Lease:

- Exhibit A:** Legal Description of Property on which Building is situated
- Exhibit B:** Depiction and Plat of Property and Building showing the Leased Premises

EXHIBIT A

Legal Description of "Property" on which the "Building" is situated, having municipal address 607 Grantham Rd., West Monroe, LA 71292, and Tax Assessment number 24046, only a portion of which Property and Building constitutes the "Leased Premises," which portion is as more particularly described in the Lease and as generally depicted on Exhibit B:

Commencing at the NW corner of the SE 1/4 of the SW 1/4 of Section 33, T18N, R3E, thence run S00°05'E for 526.70 feet to the POINT OF BEGINNING being a point on the south right-of-way line of Grantham Street, thence along the south right-of-way line of Grantham Street along a curve to the right having a radius of 155.68 feet for a distance of 81.04 feet, thence continue along the south right-of-way line of Grantham Street along a curve to the left having a radius of 215.67 feet for a distance of 113.46 feet, thence continue along the south right-of-way line of Grantham Street N89°40'E for 60.54 feet to a point on the western right-of-way of an Illinois Central Railroad spur, thence along said Illinois Central Railroad spur along a curve to the left having a radius of 742.49 feet for 540.01 feet, thence N85°27'19"W for 553.13 feet, thence N00°05'W for 435.77 feet back to the POINT OF BEGINNING.

Said tract contains 3.22 acres of land and is located in Section 33, T18N, R3E, Parish of Ouachita, City of West Monroe, Louisiana.

