

Ord.

2017-0244

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT

ORDINANCE NO. 17-8-4

An ordinance to approve and authorize the execution of a lease with the East Side St. Charles Parish Volunteer Fire Department, Inc. for the use of property at 14522 River Road in New Sarpy.

WHEREAS, the East Side St. Charles Parish Volunteer Fire Department, Inc. is the owner of Lots 10 & 11 of Square 10, New Sarpy Subdivision located at 14522 River Road in New Sarpy; and,

WHEREAS, it is the desire of the Parish to lease said property from the Fire Department to be used for the storage and maintenance of Emergency Response Vehicles and/or equipment; and,

WHEREAS, said lease will serve to benefit the emergency service needs of our residents.

THE ST. CHARLES PARISH COUNCIL, HEREBY ORDAINS:

SECTION I. That the lease of commercial property by the East Side St. Charles Parish Volunteer Fire Department, Inc. to St. Charles Parish is hereby approved and accepted.

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

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF,
BELLOCK, FLETCHER
NAYS: NONE
ABSENT: FISHER-PERRIER

And the ordinance was declared adopted this 14th day of August, 2017, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Tennell D. Wilson
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: 8/15/17
APPROVED: [Signature] DISAPPROVED: _____
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: 8/16/17
AT: 9:15a RECD BY: [Signature]

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON September 28, 2017
BOOK 427301
IN MORTGAGE/CONVEYANCE BOOK
NO. 853 PAGE 90

LEASE OF COMMERCIAL PROPERTY

UNITED STATES OF AMERICA

BY: EAST SIDE ST. CHARLES
PARISH VOLUNTEER FIRE
DEPARTMENT, INC.

STATE OF LOUISIANA

TO: ST. CHARLES PARISH

PARISH OF ST. CHARLES

EAST SIDE ST. CHARLES PARISH VOLUNTEER FIRE DEPARTMENT, INC., herein represented by Donald Peyton, its President, pursuant to a resolution of its Board of Directors adopted on Sept 13, 2017, hereinafter referred to as "Lessor", hereby leases to ST. CHARLES PARISH, herein represented by Larry Cochran, Parish President, hereinafter referred to as "Lessee", the following described property:

TWO (2) CERTAIN LOTS or parcels of land situated in the Parish of St. Charles, State of Louisiana, and being more particularly described as LOTS TEN (10) and ELEVEN (11) of Square 10, New Sarpy Subdivision, New Sarpy, Louisiana; said lots having a combined front footage of Forty-five and 58/100 (45.58') feet by a depth of One Hundred and No/100 (100.00) feet between equal and parallel lines as shown by the official records of the Parish of St. Charles, State of Louisiana.

1. Lessor is a private non-profit corporation which operates for the purpose of providing emergency and fire services to St. Charles Parish and Lessee is St. Charles Parish, and, therefore, the consideration for this agreement is the benefit that is to run between the Lessor and the Lessee resulting from this agreement.
2. The term of this lease is for ten (10) years, commencing 09/13/17, subject to renewal by both parties as long as St. Charles Parish utilizes the property as a public property and for other services in connection therewith.
3. The property which is the subject of this lease is to be utilized as public property and for the public need, and no private use of this property is to be made, subject to immediate cancellation hereof.
4. Lessee agrees to comply with all of the laws and ordinances of the United States, the State of Louisiana, and the Parish of St. Charles, in the utilization of the subject property, and to notify Lessor of any change in its status as a legal entity.
5. Lessee is not permitted to rent or sublet or grant use or possession of the premises to any other party without the written consent of the Lessor, and then only in accordance with the terms of this lease.
6. Lessee agrees to maintain general liability insurance on the subject property.
7. Lessee agrees to maintain and repair the subject property during the terms of this lease.
8. Should the Lessee at any time violate any of the conditions of this lease, or discontinue the use of the premises for the purpose for which it is rented, or fail to pay the utilities or other expenses promptly when due; and should such violation continue for a period of ten (10) days after written notice has been given Lessee, then Lessor shall have the option to immediately cancel this lease.

Executed at Nobaville, St. Charles Parish, Louisiana, this 13th day of September 2017.

WITNESSES:

Ra S. Delehoron

ST. CHARLES PARISH

BY: [Signature]LARRY COCHRAN
PARISH PRESIDENT[Signature]EAST SIDE ST. CHARLES
PARISH VOLUNTEER FIRE
DEPARTMENT, INC.BY: [Signature]DONALD PEYTON
PRESIDENT

