

Ord.

2003-0272

INTRODUCED BY: BARRY MINNICH, COUNCILMAN, DISTRICT VII  
ALBERT D. LAQUE, PARISH PRESIDENT

ORDINANCE NO. 03-8-10

An ordinance approving and authorizing the execution of a Lease Agreement between GMG, LLC and the St. Charles Parish Department of Parks and Recreation for a Recreation Park at U.S. Highway 90 and West Coronado Drive in Luling.

WHEREAS, there is a need for the continued use of the ballpark at the corner of West Coronado Drive and U.S. Highway 90 in Luling to meet the needs of the citizens of that area; and,

WHEREAS, GMG, LLC has agreed to allow the Parish to use a portion of their property for recreational purposes.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Lease Agreement between GMG, LLC and the St. Charles Parish Department of Parks and Recreation is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute said Lease Agreement on behalf of the St. Charles Parish Department of Parks and Recreation.

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

YEAS: RAMCHANDRAN, FAUCHEUX, HILAIRE, FABRE, ABADIE, AUTHEMENT,  
BLACK, MARINO  
NAYS: NONE  
ABSENT: MINNICH

And the ordinance was declared adopted this 18th day of August, 2003, to become effective five (5) days after publication in the Official Journal.

Lease Agreement GMG LLC

CHAIRMAN: Lance J. Mann  
SECRETARY: Barbara J. Gass  
DLVD/PARISH PRESIDENT: August 19, 2003  
APPROVED: [Signature] DISAPPROVED: \_\_\_\_\_  
PARISH PRESIDENT: Albert D. Laque  
RETD/SECRETARY: 8/19/03  
AT: 3:30 RECD BY: [Signature]

## LEASE AGREEMENT

This agreement is made and entered into on this 18<sup>th</sup> day of September, 2003, by and between:

**GMG, LLC**, 1001 Veterans Memorial Boulevard, Suite 203, Kenner, Louisiana 70062, herein represented by George M. Gambino, its Manager (hereinafter referred to as the "Lessor")

and

**St. Charles Parish**, a political subdivision of the State of Louisiana, through its Department of Parks and Recreation, a duly created Department in accordance with the St. Charles Parish Home Rule Charter, represented herein by Albert D. Laque, Parish President, 15045 River Road, P.O. Box 302, Hahnville, LA 70057, (hereinafter referred to as the "Lessee")

### **WITNESSETH THAT:**

**WHEREAS**, Lessor is the owner of a certain property located in Luling at the intersection of U.S. Highway 90 and West Coronado Drive; and,

**WHEREAS**, Lessor has agreed to lease a portion of said property to the St. Charles Parish Department of Parks and Recreation to be used as a ballpark; said portion of property to be leased is Parcel A-1 described as follows:

That certain parcel of property located at the intersection of West Coronado Drive and U.S. Highway 90, measuring 535.95' along West Coronado Drive, 322.75 along Square 1-A, 785.30' along Parcel A-2 and 383.13' along U.S. Highway 90, and further identified as Parcel A-1 on a survey by R. P. Bernard, surveyor, dated July 17, 2003 and entitled Survey & resubdivision of parcel "A" as per plan of R. L. Schumann & Associates, dated October 12, 1976 & revised October 26, 1976 into parcels "A-1" & "A-2" located in Section 49.57 & 69, Township 13 South; Range 21 East near Boutte, St. Charles Parish, Louisiana.

**NOW, THEREFORE, IT IS HEREBY AGREED**, for and in consideration of the mutual agreements and covenants of the parties hereto, that:

1. Lessor agrees that:

(a) Lessor shall permit the construction and operation of a public ballpark containing the customary and ordinary types of facilities found in public ballparks on the above described property.

(b) Lessor shall allow the use of the property for a \$1.00 per year rental fee.

(c) Lessor shall have the right to terminate the lease upon thirty (30) days written notice as provided herein.

2. Lessee agrees that:

(a) Lessee shall construct any improvements in a good and workmanlike manner.

(b) Lessee shall operate and maintain the leased area in a neat, clean, and safe condition, free of any nuisance, and shall provide adequate policing of the ballpark at all times during which it is open to the public.

(c) Lessee shall indemnify and save harmless Lessor from and against any and all claims, suits, damages, costs (including attorney's fees), losses and expenses which it may hereafter suffer or pay out by reason of, resulting from, or arising out of the construction and operation of said ballpark or the use of the leased area for public purposes.

(d) Lessee shall at its sole cost and expense, but for the mutual benefit of both the Lessee and the Lessor, maintain personal injury and property damage liability insurance including coverage for contractual liability against claims for bodily injury, death or property damage with policy limits of not less than \$1,000,000 in respect of bodily injury or death to any one person, and of not less than \$1,000,000 in respect of any one accident.

(e) Lessee shall close said ballpark to the public at regular intervals and as may be requested by Lessor in order to prevent the acquisition by either the Lessee or the public any right in the nature of an implied dedication to or easement by user for the public. Signs shall be furnished, maintained and posted by Lessee informing the public that the property is being used by Lessee under the terms of a certain agreement with Lessor

for the benefit of the children of St. Charles Parish and that no dedication to public use shall be implied.

(f) That Lessee has examined and knows the present condition of said leased area and that no representations as to said area, or as to the condition, repair or suitability for use of any part thereof, have been or are made by Lessor, or anyone acting on Lessor's behalf, prior to the execution of the Agreement; it being expressly understood that Lessee takes and accepts said leased area on an "As Is" basis.

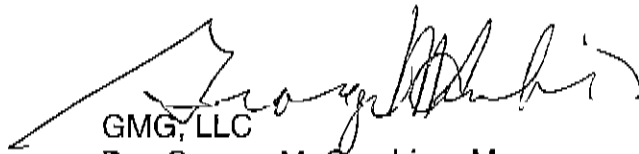
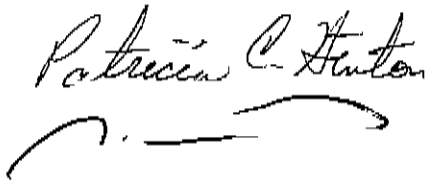
(g) That Lessor shall be under no obligation or duty to perform any alterations, repairs or maintenance to the said leased area.

(h) Lessor shall have the right to terminate this Agreement at any time by thirty (30) days written notice without liability, and that Lessee shall upon notice from Lessor, vacate the Premises. If Lessee fails to leave Premises in a clean, neat, safe, tenantable, and orderly condition, Lessor shall have the right to do so, at Lessee's expense, and Lessee shall reimburse Lessor for any and all costs and expenses incurred thereby.

(i) Lessee shall pay to Lessor the sum of one dollar (\$1.00) per year for the use of said park which is hereby donated by GMG, LLC to the Parish for the benefit of the children.

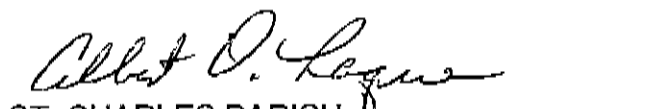
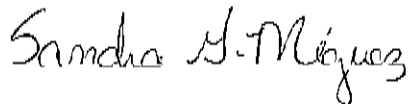
**THUS DONE AND SIGNED** in the presence of the undersigned witnesses.

**LESSOR**



GMG, LLC  
By: George M. Gambino, Manager

**LESSEE**



ST. CHARLES PARISH  
DEPARTMENT OF PARKS & RECREATION  
BY: Albert D. Laque  
Parish President