

### LEASE AGREEMENT

This agreement is made and entered into on this 9-7-0 day of 2000,  
2000, by and between:

**Frank J. Brisset**, 544 West McAdoo street, New Sarpy,  
Louisiana, 70047,

and

**Debra B. Kaufman**, 185 Vans Lane, Destrehan, Louisiana, 70047,

and

**ST. CHARLES PARISH**, a political subdivision of the State of  
Louisiana, represented herein by Albert D. Laque, Parish President,  
P.O. Box 302, Hahnville, LA 70057,

#### **WITNESSETH THAT:**

**WHEREAS**, Lessor is the owner of certain property located in  
New Sarpy along the Illinois Central Gulf Railroad Tracks between  
Terrace Street and Clement Street; and,

**WHEREAS**, Lessor has agreed to lease a portion of said property  
to St. Charles Parish to be used as a public road; said portion of property  
to be leased is described as follows:

**That certain piece or portion of property**, located in St. Charles Terrace  
Annex Subdivision, being a part of Prospect Plantation, as per a plan by  
H.O. Landry, dated May 6, 1930 New Sarpy commencing at the corner of  
Annex Street and Square 4, Lot 34, thence proceeding approximately 78.2'  
North East across the property identified as Yazoo & Mississippi Valley  
Railroad to the Railroad Right of Way line; thence Southeast  
approximately 175.93'; Along the Yazoo & Mississippi Valley Railroad  
Right of Way (now the Illinois Central Railroad) thence South  
approximately 79.66'; thence North approximately 178.50' along Square  
3, Lot 32 and Annex Street to the point of beginning.

**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 road on the  
above described property.
- (b) Lessor shall allow the use of the property rent free for the aforesaid purposes.
- (c) Lessor shall have the right to terminate the lease upon ninety (90) 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.

- (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 road 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 in no way seek to acquire, either by the Lessee or the public any right in the nature of an implied dedication to or easement by user for the public 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 ninety (90) days written notice without liability, and that the Lessee shall upon notice from Lessor, vacate the Premises. Lessee shall leave Premises in a clean, neat, and safe, and orderly condition.

THUS DONE AND SIGNED in the presence of the undersigned witnesses on the date first written.

Timothy J. Viol

Robert J. Christie

Carolyn H. Lawrence

Nicole Brown

LESSOR

Frank J. Brisset  
Frank J. Brisset

Debra B. Kaufman  
Debra B. Kaufman

LESSEE

Albert D. Laque  
St Charles Parish  
By: Albert D. Laque  
Parish President