

Ord.

**2001-0328**

**INTRODUCED BY: ALBERT D. LAQUE, PARISH PRESIDENT**

**ORDINANCE NO. 01-9-13**

An ordinance to approve and authorize the execution of a Lease Agreement with Luling Medical Clinic for the St. Charles Parish Health Unit.

**WHEREAS,** the St. Charles Parish Health Unit is currently located at 201 Post Drive at Ellington Avenue; and

**WHEREAS,** the current lease agreement expires on September 30, 2001, and it is the Parish's intent to renew the lease on an annual basis.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the Lease of Commercial Property by and between Luling Medical Clinic and the Parish of St. Charles is hereby approved.

**SECTION II.** That the Parish President is hereby authorized to execute the Lease of Commercial Property on behalf of the Parish of St. Charles.

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

YEAS: RAMCHANDRAN, FAUCHEUX, HILAIRE, FABRE, ABADIE, AUTHEMENT, BLACK, MARINO, MINNICH

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 17th day of September, 2001, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Benny Minnich  
SECRETARY: Barbara J. Jacob  
DLVD/PARISH PRESIDENT: Sept. 18, 2001  
APPROVED: ✓ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: Albert D. Laque  
RETD/SECRETARY: Sept. 18, 2001  
AT: 3:30 RECD BY: [Signature]

## LEASE OF COMMERCIAL PROPERTY

LULING MEDICAL CLINIC, P.O. Box 34, Luling, LA 70070 (hereinafter called Lessor) hereby leases to St. Charles Parish, P.O. Box 302 Hahnville, LA 70057 (the obligations of all Lessees being in solido) (hereinafter called Lessee), the following described premises:

Building designated as Luling Medical Clinic located at 201 Post Drive, Luling, on Lots 10, 11 and 12 of Block 105, Ellington Plantation.

This lease is for the term of one (1) year commencing on the 1<sup>st</sup> day of October, Two Thousand and one (2001) and ending on the 30<sup>th</sup> day of September, Two Thousand and Two (2002).

This Lease is made for and in consideration of a monthly rental of one-thousand seven-hundred forty-five dollars (\$1,745.00) payable monthly.

This first payment shall be due on October 1, 2001 at Luling Medical Clinic, P.O. Box 34, Luling, LA 70070. The succeeding payments shall be due on the 1<sup>st</sup> day of each and every succeeding month thereafter. Lessor may from time to time designate other places for the payment of the rent by written notice to Lessee.

The premises herein leased are to used only for the following purposes:  
MEDICAL CLINIC / HEALTH UNIT

Lessee is obligated not to use the premises for any purpose that is unlawful or that tends to injure or depreciate the property.

The within leased premises and appurtenances, including the locks, keys, plumbing, and glass, elevator, and heating system, if any, and all other fixtures, are accepted by the Lessee in their present condition, except for such repairs and improvements as are written into this lease, and except such as may be needed to the roof or rendered necessary by fire or other casualty. The Lessee agrees to keep them in the same order as received, during the term of this lease; to pay all bills for water, including water sprinkler service charge, light, gas and other service, and to comply at the Lessee's expense with all ordinances and laws, now existing or to be enacted and at the termination or cancellation of this lease to return the premises broom-clean and free from trash, and in like good order as received by actual delivery of the keys to Lessor or Agent, the usual decay, wear and tear excepted.

It there are any elevators, lifts, machinery, glass or plate glass on premises, the care, maintenance and repairs of same are assumed by Lessee, together with all liability or claims for damages, and Lessee shall maintain liability insurance to the extent of \$500,000 and plate glass insurance as an additional safeguard.

If there are any switchbacks serving the leased property, the care, maintenance, repairs and franchise charges, if any, are to be assumed by n/a.

Lessee assumes the maintenance of the plumbing, including fixtures, outlets and drains, and the protection and repair of said plumbing, etc., even when injured by freeze.

Should Lessee be unable to obtain possession on date of beginning of lease because of delays of tenants, or if a building is to be constructed and workmen or contractors have not brought building into condition permitting occupancy, or should there be any other delay in granting possession, not caused by the personal fault and design of Lessor, this lease shall not be affected thereby, and Lessee shall not be entitled to any damages beyond the remission of rent for such term during which he is deprived of possession.

Should Lessor agree to make improvements to premises, Lessee agrees, if Lessor deems it impossible or impracticable to make improvement agreed upon before possession is given, that Lessor may begin the work on the improvements after Lessee is duly installed in the property, and there shall be no reduction or waiver of any part of the rent because of this work.

Lessee is obligated not to make any additions or alterations whatever to the premises without written permission. All additions, alterations or improvements made by Lessee with or without consent of Lessor, no matter how attached (except movable trade fixtures), must remain the property of Lessor, unless otherwise stipulated herein, Lessee, however, expressly waiving all right to compensation therefor. The Lessor, at his option, may require the building to be replaced in its original condition.

Lessor or agent or workmen shall have the right to enter the premises at any time for the purpose of making repairs necessary for the preservation of the property.

Lessee assumes responsibility for the condition of the premises and Lessor will not be responsible for damage caused by leaks in the roof, by bursting of pipes by freezing or otherwise, or by any vices or defects of the leased property, or the consequences thereof, except in the case of positive neglect or failure to take action toward the remedying of such defects within reasonable time after having received written notice by Lessee of such defects and the damage caused thereby. Should Lessee fail to promptly so notify Lessor, in writing, of any such defects, Lessee will become responsible for any damage resulting to Lessor or other parties.

Lessee is obligated not to display in, on, or above the leased premises any sign or decoration, the nature of which, in the judgment of Lessor is dangerous, unsightly or detrimental to the property. Lessee is prohibited from painting any signs on the leased property without the written consent of Lessor, and Lessee is obligated to promptly remove at or before the expiration of this lease, any and all signs painted or placed in or upon any part of the leased premises, to Lessor's satisfaction and Lessee is obligated to

pay the cost of said removal, plus Agent's or Attorney's fees, in event of failure to carry out this obligation.

Lessor also reserves the right to keep posted on the premises signs "For Sale" or "By Auction" at any time during the term of this lease, and also cards "For Rent" during the 120 days preceding the expiration of this lease; and Lessee must allow parties authorized by Lessor or Agent to visit the premises in view or buying during the term of this lease and in view of renting for 120 days prior to expiration, from 10:00 a.m. to 5:00 p.m.

In the event of the Lessee being absent from the premises, Lessor or his Agent shall be notified in writing where keys may be had in order that the premises may be shown to prospective tenants or purchasers. In case of the failure of the Lessee to comply with the foregoing conditions, or should Lessee not permit the posting of signs or allow prospective tenants or purchasers to inspect the property, as provided herein, Lessor has the option to consider this leased renewed for one year under the same terms and conditions, or may hold Lessee responsible for damages, and Lessor or Agent has the further option to enter the premises by any means, without responsibility to Lessee for any loss or damage resulting therefrom.

Should the premises be vacated or abandoned by Lessee because of ejection for breach hereof, or otherwise, or should the Lessee begin to remove personal property or goods to the prejudice of the Lessor's lien, then the rent for the unexpired term, with Attorney's fees, shall at once become due and exigible, and Lessor, at his option, has the right to cancel the lease, or re-enter and let said premises for such price and on such terms as may be immediately obtainable and apply the net amount realized to the payment of the rent.

At the expiration of this lease, or its termination for other causes, Lessee is obligated to immediately surrender possession, and should Lessee fail to do so, he consents to pay any and all damages, but in no case less than five times the rent per day, with attorney's fees, costs, etc. Lessee also expressly waives any notice to vacate at the expiration or termination of this lease and all legal delays, and hereby confesses judgment with costs placing Lessor in possession to be executed at once. Should Lessor allow or permit Lessee to remain the leased premises after the expiration or termination of this lease, this shall not be construed as a reconduction of this lease.

Lessee is obligated to put nothing in the leased premises nor to do anything which would forfeit the insurance, and should any installation made or action taken whether authorized or unauthorized under the lease by Lessee increase the rate of insurance on the building or contents as fixed by the Louisiana Fire Prevention Bureau, or any similar institution, then Lessee is obligated to pay such increased rate of insurance on building and all contents. Should the Lessee's occupancy or business render the Lessor unable to secure proper insurance, then Lessee hereby grants to Lessor the option of canceling this lease, Lessee waiving all delays, and agreeing to surrender possession at once, if notified by Lessor to do so. Lessee is obligated to notify Lessor or Lessor's Agent, in writing,

any time the leased premises will be unoccupied, so that necessary vacancy permits may be obtained from Lessor's insurers, and failure to comply with this condition will make Lessee liable for any loss or damage sustained by Lessor.

Lessee is not permitted to rent or sub-let 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. Should Lessee desire to sub-let, permission must be obtained in writing through Lessor or Agent and such sub-lease shall be handled by Lessor's Agent at expense of the herein Lessee.

No auction, sales, or any sales of furniture, fixtures, etc. shall be conducted on the premises without the written consent of the Lessor or Agent.

Should the Lessee at any time violate any of the conditions of this lease, or discontinue the use of premises for the purpose for which they are rented, or fail to pay the rent, water bill, or other expenses assumed under this lease, punctually at maturity, as stipulated; or upon the adjudication of Lessee in bankruptcy, the appointment of a receiver for Lessee, or the filing of a bankruptcy, receivership or respite petition by the Lessee; or upon Lessee's suspension, failure or insolvency; and should such violation continue for a period of 15 days after written notice has been given Lessee, then, at the option of the Lessor, the rent for the whole unexpired term of this lease shall at once become due and exigible; and Lessor shall have the further option to at once demand the entire rent for the whole term, or to immediately cancel this lease, or to proceed for past due installments only, reserving its right to later proceed for the remaining installments, all without putting Lessee in default. Lessee is to remain responsible for all damages or losses suffered by Lessor, Lessee hereby assenting thereto and expressly waiving the legal notices to vacate the premises. Should an Agent or Attorney be employed to give special attention to the enforcement or protection of any claim of Lessor arising from this lease, Lessee shall pay, as fees and compensation to such Agent or Attorney an additional sum of ten percent of the amount of such claim, the minimum fee, however, to be \$25.00, or if the claim be not for money, then such sum as will constitute a reasonable fee, together with all costs, charges and expenses.

Failure to strictly and promptly enforce these conditions shall not operate as a waiver of Lessor's rights, Lessor expressly reserving the right to always enforce prompt payment of rent, or to cancel this lease, regardless of any indulgences or extensions previously granted. The receiving by Lessor, or Lessor's representative of any rent in arrears, or after notice or institution of any suit for possession, or for cancellation of this lease, will not be considered as a waiver of such notice of suit, or of any of the rights of Lessor.

If through no fault, neglect, or design of Lessee, the premises are destroyed by fire or other casualty or damaged to such an extent as to render them wholly unfit for occupancy, then this lease shall be cancelled. If, however, the premises can be repaired within 120 days from date of fire or casualty, then this lease shall not be cancelled, and Lessor shall notify Lessee within 30 days from date of fire or casualty that Lessor will

repair the damage, and Lessee shall be entitled only to such a reduction or remission of rent as shall be just and proportionate.

Wherever there is conflict in this lease between the printed clauses and the specially written or typewritten clauses of this lease, the specially written or typewritten clauses shall apply.

Any notices, demands or citations under this lease, may be served personally on Lessee or by mail addressed to Lessee at the within leased premises.

The parties to this lease understand and agree that the provisions herein shall, between them, have the effect of the law, but in reference to matter not provided herein, this lease shall be governed by the ordinances of the Parish of St. Charles and the laws of the State of Louisiana.

Lessor shall have the option to renew this lease under the same general terms for additional three-month periods by giving Lessor prior written notice.

ADDENDUM "A"  
(SEE ATTACHED)

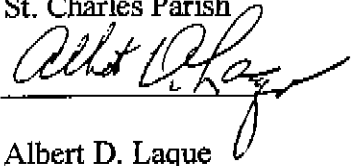
This Lease is made and signed in the Parish of St. Charles, State of Louisiana, this \_\_\_\_\_ day of \_\_\_\_\_ 2001.

Luling Medical Clinic

By: \_\_\_\_\_

Norman J. Pitre  
Attorney In Fact

St. Charles Parish

By: 

Albert D. Laque  
Parish President

STATE OF LOUISIANA

PARISH OF ST. CHARLES

On this 19<sup>th</sup> day of September, 2001, before me, the undersigned authority, personally came and appeared Albert D. Laque, resident of St. Charles, Louisiana, who declared and acknowledged to me that he executed the foregoing instrument and signed the same for the purpose and objects therein expressed, acting in the capacity of PARISH PRESIDENT, and by order of the St. Charles Parish Council.

Albert D. Laque

IN TESTIMONY WHEREOF, I have set my hand and seal in the City of Acadville, State of Louisiana.

Commission expires on death.

Stenda M. Folke  
NOTARY PUBLIC

STATE OF LOUISIANA

PARISH OF ST. CHARLES

On this \_\_\_\_\_ day of \_\_\_\_\_, 2001, before me, the undersigned authority, personally came and appeared NORMAN J. PITRE, ATTORNEY IN FACT for LULING MEDICAL CLINIC, a resident of St. Charles Parish, who declared and acknowledged to me that he executed the foregoing instrument and signed the same for the purpose and objects therein expressed, acting in the capacity of ATTORNEY IN FACT for LULING MEDICAL CLINIC.

\_\_\_\_\_  
LULING MEDICAL CLINIC.  
By: NORMAN J. PITRE  
ATTORNEY IN FACT

IN TESTIMONY WHEREOF, I have set my hand and seal in the City of \_\_\_\_\_, State of Louisiana.

Commission expires on death.

\_\_\_\_\_  
NOTARY PUBLIC

ADDENDUM "A"

It is understood and agreed that any major alteration, additions, or improvements shall be in compliance with all Parish ordinances, and shall be approved by Lessor.

Lessee is granted permission to erect a sign on the first floor exterior of the building of which the lease premises form a part, with the understanding that said sign will be in complete compliance with all Parish ordinances and will in no way damage or injure the building, and further, the Lessee, upon termination of his occupancy of the premises and at Lessee's expense, will remove said sign and restore the building to the original condition prior to the erection of such sign, ordinary wear and tear expected.

Whereas Lessor shall pay all real estate taxes levied or assessed upon the land herein leased and upon improvements which Lessee shall place upon said land. Lessee hereby covenants and agrees to reimburse Lessor for any and all real estate taxes paid by Lessor on said improvements, as well as for any increase in real estate taxes paid by the Lessor on land herein leased in excess of those levied or assessed for the year 1984, whether such increase shall be due to increase in assessment or millage rate. Such increase in real estate taxes on the land shall be apportioned for the last year of this lease if not a full calendar year, Lessor shall furnish Lessee with evidence of the payment of such taxes and a statement indicating amount due by Lessee, and Lessee agrees to reimburse Lessor for such amount shown to be due within 10 days following date of receipt of such taxes paid. Lessor covenants and agrees upon request of Lessee, to cooperate with Lessee in procuring a reduction or contesting any increase in real estate taxes of the premises herein leased, and Lessor further covenants and agrees that Lessor will itself take, or permit Lessee in Lessor's name to take, such proceedings as under the laws are available to procure a reduction or contest any increase in the assessment or real estate taxes upon the demised premises.

Whereas Lessor will pay fire and wind storm damage on herein described property, Lessee hereby covenants and agrees to reimburse Lessor for any and all increases in premiums over and above the premiums as being paid at the beginning of this lease. Lessee retains the right to contest the additional premiums and seek less costly premiums.

Lessor shall furnish Lessee with evidence of the fire and wind storm insurance premium costs for the previous calendar year. Lessor shall furnish subsequent invoices for fire and wind storm and evidence of payment of same and a statement indicating amount due by Lessee, and Lessee agrees to reimburse Lessor for such amount shown to be due within ten (10) days following date of receipt of request, contingent upon limitation in the preceding paragraph.

Lessee will be responsible for all maintenance of leased premises except for Lessor's maintenance of the roof and any structural defects that may occur on the main or original building being leased.

The leased premises and appurtenances including electrical, plumbing, air conditioning and heating will be in good working condition at the time of acceptance by Lessee.

No repairs shall be due Lessee except such as may be rendered necessary by fire or other casualty, not occasioned by fault or negligence of Lessee. Lessor will not be responsible for damages of any sort of any person or property, however occasioned; and Lessee shall hold Lessor harmless from any claims by or liability to third persons however arising, including on sidewalks and parking lot adjoining premises.



This hold harmless provision is null and void in the event of negligence of the Lessor. Lessor shall at all reasonable times and within twenty-four hours prior notice, have the right to enter the premises for the purpose of inspection and of making such, if any, repairs as Lessor may be bound for or elect to make.

Lessee shall comply in every respect at Lessor's own expense, with rules and regulations of the Louisiana Fire Prevention Bureau, or those of any similiar bureau or association in existense at the time.

Lease agreement not to include medical equipment. Tenant will provide secure storage of all aforementioned equipment.

Building and ground to be leased in good condition, and to be maintained for the full term of this lease and/or option and extension by Lessee's expense.

Liability insurance shall be provided for equal protection of both Lessor and Lessee at Lessee's expense.

BY: \_\_\_\_\_  
NORMAN J. POTRE  
ATTORNEY IN FACT

ST. CHARLES PARISH

BY: Albert D. Laune  
Albert D. Laune  
PARISH PRESIDENT