

2017-0263

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PARKS & RECREATION)**

ORDINANCE NO. 17-8-14

An ordinance to approve and authorize the execution of Lease Agreement between St. Charles Parish and Gator Cove Marina II, LLC for a Westbank Boat Launch.

WHEREAS, the Parish desires to enter in a lease agreement with Gator Cove Marina II, LLC in order to provide a location for a boat launch on the Westbank of St. Charles Parish; and,

WHEREAS, the Recreation Master Plan recommended additional access be provided to the sportsmen in our community to enjoy the water assets of St. Charles Parish.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Lease Agreement between Gator Cove Marina II, LLC and St. Charles Parish for the Westbank Boat Launch is hereby approved and accepted.

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

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

YEAS: BENEDETTO, GIBBS, WOODRUFF, FLETCHER, FISHER-PERRIER
NAYS: HOGAN, WILSON
ABSENT: BELLOCK
ABSTAIN: CLULEE

And the ordinance was declared adopted this 28th day of August, 2017, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Terrell D. Wilson
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature]
APPROVED: DISAPPROVED:
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: August 31, 2017
AT: 3:00 pm RECD BY: TKC ^{VB}

LEASE

This Lease is made and entered into on this 31st day of August, 2017 by and between:

GATOR COVE MARINA II, LLC, a Louisiana limited liability company, represented by its managing member, Gerald Savoie, Jr., duly authorized by virtue of a Certificate of Authority, a copy of which is attached hereto and made a part hereof, and hereinafter sometimes referred to as the "Lessor"; and

ST. CHARLES PARISH, a political subdivision of the State of Louisiana, herein represented by **LARRY COCHRAN**, its Parish President, whose mailing address is P. O. Box 302, Hahnville, Louisiana, 70057, duly authorized pursuant to Ordinance No. 17-8-14, adopted by the St. Charles Parish Council on the 20th day of August, 2017, a copy of which is attached hereto and made a part hereof, and hereinafter sometimes referred to as the "Lessee".

LEASED PREMISES: In consideration of the rental stated herein and their mutual covenants, **LESSOR** leases to **LESSEE** and **LESSEE** leases from **LESSOR**, on the terms and conditions herein, the following described premises:

LEASE SITE
(33.2675 acres)

A certain piece or portion of ground, being designated as a proposed lease site situated in Section 31, Township 13 South, Range 22 East, St. Charles Parish, State of Louisiana, being more fully described as follows:

Commencing at the intersection of the western line a Perpetual Road Servitude and the southern right of way line of U.S. Highway 90, said point bears the coordinates of North 515,733.60 and East 3,617,537.13; Thence proceed in a southwestern direction along the western line of a Perpetual Road Servitude, a S03°41'58"W, a distance of 443.44' to a point, THE POINT OF BEGINNING;

Thence proceed in a southeastern direction along the line separating St. Charles Parish and Jefferson Parish, a bearing of S14°45'02"E, a distance of 1433.14' to a point;

Thence proceed in a southeastern direction, a bearing of S00°03'07"E, a distance of 367.57' to a point;

Thence proceed in a northwestern direction, a bearing of N86°34'15"W, a distance of 890.04' to a point;

Thence proceed in a northwestern direction, a bearing of N21°35'30"W, a distance of 1,200.00' to a point;

Thence proceed in a northeastern direction, a bearing of N26°07'26"E, a distance of 308.08' to a point;

Thence proceed in a southeastern direction, a bearing of S85°53'05"E, a distance of 807.59' to a point;

Thence proceed in a northeastern direction along the western line of a Perpetual Road Servitude, a bearing of N03°41'58"E, a distance of 366.56' to a point, THE POINT OF BEGINNING.

All as more fully shown on a survey by Cody A. DiMarco, Professional Land Surveyor, dated April 28, 2017, and revised to adjust lease parcel and add access servitudes on July 24, 2017.

And

ACCESS SERVITUDE A
(0.5973 acres)

A certain piece or portion of ground, being designated as Access Servitude A situated in Section 31, Township 13 South, Range 22 East, Jefferson Parish, State of Louisiana, being more fully described as follows:

Beginning at the intersection of the western line a Perpetual Road Servitude and the southern right of way line of U.S. Highway 90, said point bears the coordinates of North 515,733.60 and East 3,617,537.13; Thence proceed in a southwestern direction along the western line of a Perpetual Road Servitude, a S03°41'58"W, a distance of 292.51' to a point, THE POINT OF BEGINNING;

Thence proceed in a northeastern direction along the southern line of Section 30 being the northern line of Section 31, a bearing of N89°29'53"E, a distance of 90.24' to a point;

Thence proceed in a southwestern direction along the eastern line of a Perpetual Road Servitude, a bearing of S03°41'58"W, a distance of 427.30' to a point;

Thence proceed in a northwestern direction along the line separating St. Charles Parish and Jefferson Parish, a bearing of N14°45'02"W, a distance of 284.38' to a point;

Thence proceed in a northeastern direction along the western line of a Perpetual Road Servitude, a bearing of N03°41'58"E, a distance of 150.93' to a point, THE POINT OF BEGINNING;

All more fully shown on a survey by Cody A. DiMarco, Professional Land Surveyor, dated April 28, 2017, and revised to adjust lease parcel and add access servitudes on July 24, 2017.

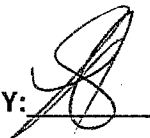
hereafter referred to as the "LEASED PREMISES"

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LESSOR BY:



LESSEE BY:



1. **TERM; RENEWAL.**

(a) **Primary Term:** The term of this **LEASE** shall be thirty (30) years.

(b) **Renewal Term:** The parties agree that **LESSEE** has an option to renew this **LEASE** on terms and conditions to be negotiated by the parties. **LESSEE** shall give **LESSOR** a minimum of six (6) months' notice of its desire to extend the Primary Term of this **LEASE**.

2. **OCCUPANCY.** The parties agree that **LESSEE** may occupy the **LEASED PREMISES** on the first day of the Lease.

3. **CONSIDERATION.**

PRIMARY TERM:

1. Beginning with the commencement date and continuing through the fifth (5th) year of the Primary Term, the consideration for rental shall be **FOUR THOUSAND FIVE HUNDRED AND NO/100THS (\$4,500.00) DOLLARS** per month.
2. Beginning with the sixth (6th) year of the Primary Term and continuing through the tenth (10th) year of the Primary Term, the consideration for rental shall be determined by increasing the rental amount then in effect by the same percentage of increase that the Consumer Price Index has increased from the commencement date through the fifth (5th) year of the Primary Term.
3. Beginning with the eleventh (11th) year of the Primary Term and continuing through the fifteenth (15th) year of the Primary Term, the consideration for rental shall be determined by increasing the rental amount then in effect by the same percentage of increase that the Consumer Price Index has increased from the sixth (6th) year of the Primary Term through the tenth (10th) year of the Primary Term.
4. Beginning with the sixteenth (16th) year of the Primary Term and continuing through the twentieth (20th) year of the Primary Term, the consideration for rental shall be determined by increasing the rental amount then in effect by the same percentage of increase that the Consumer Price Index has increased from the eleventh (11th) year of the Primary Term through the fifteenth (15th) year of the Primary Term.
5. Beginning with the twenty-first (21st) year of the Primary Term and continuing through the twenty-fifth (25th) year of the Primary Term, the consideration for rental shall be determined by increasing the rental amount then in effect by the same percentage of increase that the Consumer Price Index has increased from the sixteenth (16th) year of the Primary Term through the twentieth (20th) year of the Primary Term.
6. Beginning with the twenty-sixth (26th) year of the Primary Term and continuing through the thirtieth (30th) year of the Primary Term, the consideration for rental shall be determined by increasing the rental amount then in effect by the same percentage of increase that the Consumer Price Index has increased from the twenty-first (21st) year of the Primary Term through the twenty-fifth (25th) year of the Primary Term.

LESSOR BY: 

LESSEE BY: 

4. **PURPOSE & USE.** The LESSEE may use the LEASED PREMISES during the LEASE and the extensions thereof for all legal purposes including but not limited to recreational uses, boat launches and uses incidental thereto.
5. **ACCEPTANCE OF PREMISES – CONDITION & SUITABILITY.**
- (a) LESSEE hereby accepts the LEASED PREMISES in its existing condition and assumes responsibility for the condition of the LEASED PREMISES. Any improvements or alterations made by LESSEE shall be made at LESSEE'S cost, which improvements shall be the property of the LESSEE and may be removed by the LESSEE at any time at its cost or at the conclusion of the LEASE, as requested by the LESSOR.
- (b) LESSEE takes cognizance of the presence of a "SECTOR GATE" at, on, or near the LEASED PREMISES and shall take all reasonable steps to restrict the public's access thereto.
6. **PERMITS AND RIGHT TO CANCEL.**
- (a) The parties recognize that certain permits for the construction and use of the LEASED PREMISES as a Boat Launch may be required, said permits to include but may not be limited to those issued by the U. S. Army Corps of Engineers, the Louisiana Department of Wildlife and Fisheries, the Louisiana Department of Natural Resource and the Louisiana Department of Transportation and Development. Should any permit required for the construction and use of the LEASED PREMISES as a boat launch not be obtained by the LESSEE or not be obtainable by the LESSEE, then the LESSEE, at its option, may cancel the Lease and have no further obligation to the Lessor hereunder.
- (b) LESSEE shall have the right to cancel this LEASE without penalty by providing sixty (60) days written notice to LESSOR of its intent to cancel, and upon cancellation, LESSEE shall have no further obligation to the LESSOR hereunder.
7. **UTILITIES.** LESSOR shall allow LESSEE to bring, maintain, improve and replace utilities to the site, including electricity, natural gas, water, cable and telephone, over, across and through any adjacent property owned by LESSOR, at LESSEE'S sole expense. All costs and charges for utilities shall be the sole responsibility of the LESSEE.
8. **MAINTENANCE AND REPAIR BY LESSEE.** LESSEE shall at LESSEE'S sole expense, keep and maintain in good repair the entire LEASED PREMISES.
9. **INSURANCE.**
- (a) **LIABILITY AND PROPERTY DAMAGE:** LESSEE shall at all times during the full term of this Lease and during the full term of any extension thereof, maintain at its own cost and expense General Public Liability Insurance against claims for personal injury or death occurring on the LEASED PREMISES, such insurance to afford protection to both LESSOR and LESSEE, as their interests may appear, and is to be maintained in reasonable amounts, but in no event in amounts less than \$1,000,000.00 with respect to bodily injury or death to any one person, and \$1,000,000.00 with respect to any one accident. LESSOR shall be named as an additional insured. LESSEE may choose to "self-insure" for this coverage.

(b) The LESSEE shall defend, hold harmless and indemnify the LESSOR against any and all claims made against it arising from the use of the LEASED PREMISES by the LESSEE and the public.

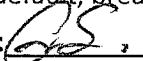
10. **INGRESS AND EGRESS.** LESSOR warrants that LESSEE shall have all ingress and egress LESSEE deems necessary by, over and across and through any portion of the LEASED PREMISES identified as a Perpetual Road Servitude as shown on the map by Cody A. DiMarco, P.L.S., dated April 28, 2017, a copy of which is attached hereto.
11. **LESSOR RIGHT OF ENTRY.** LESSOR may enter the LEASED PREMISES at any time to conduct business deemed necessary and appropriate provided that LESSOR will not unduly inconvenience LESSEE'S business and/or use of the premises.
12. **DELIVERY AT EXPIRATION OF LEASE.** At expiration of this LEASE, and any extensions thereof, LESSEE shall deliver to LESSOR the LEASED PREMISES in good order, normal wear and tear excepted.
13. **NOTICES.** Any notice, demand, request, document or other act of communication required or permitted to be given under this Lease shall be in writing and may be delivered in person or shall be deemed to be delivered when sent by United States Certified or Registered Mail, postage prepaid, return receipt requested and addressed to the parties hereto at their respective address as designated herein or at such other address as either party may from time to time direct, by written notice in accordance herewith:

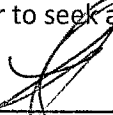
IF TO LESSOR:
PRESIDENT
ST. CHARLES PARISH
P. O. Box 302
Hahnville, LA 70057

IF TO LESSEE:
Gator Cove Marina II, LLC
16124 Highway 3235
Cut Off, LA 70345

With a copy to:
CHIEF ADMINISTRATIVE OFFICER
ST. CHARLES PARISH
P. O. Box 302
Hahnville, LA 70057

14. **SEVERABILITY.** The parties intend all provisions of this Lease to be enforced to the fullest extent permitted by law. Accordingly, if a court of competent jurisdiction finds any provision to be unenforceable as written, the court should reform the provision so that it is enforceable to the maximum extent permitted by law. If a court finds any provision is not subject to reformation, that provision shall be fully severable, and the remaining provisions of this Lease shall remain in full force and effect and shall be construed and enforced as if such illegal, invalid, or unenforceable provision was never included, and the remaining provisions of this Lease shall remain in full force and effect.
15. **NON-WAIVER.** The failure of either party to insist upon strict compliance with any provision of this Lease, to enforce any right, or to seek any remedy upon discovery of any default or breach of the other party shall not affect or be deemed a waiver of any party's right to insist upon compliance with the terms and conditions of this Lease, to exercise any rights, or to seek any available remedy with respect to any default, breach, or defective performance.

LESSOR BY: 

LESSEE BY: 

- 16. **ASSIGNMENT OF LEASE.** This Lease is not assignable by either party unless authorized by a validly executed amendment hereto.
- 17. **MODIFICATIONS.** This Lease shall not be modified except by written amendment executed by authorized representatives of the parties.
- 18. **COMPLETE LEASE.** This Lease supersedes and replaces any and all prior leases, agreements, negotiations, and discussions between the parties with regard to the terms, obligations, and conditions of this Lease.

IN WITNESS WHEREOF, the parties hereto have hereunto made this Lease.

WITNESSES:

Ra S. Dalton

[Signature]

[Signature]
Hope Savoie

[Signature]
Taylor Weste

ST. CHARLES PARISH

BY: [Signature] 8/31/17
LARRY COCHRAN
PARISH PRESIDENT DATE

GATOR COVE MARINA II, LLC.

BY: [Signature]
GERALD SAVOIE, JR.
MANAGER DATE 8/31/17

LESSOR BY: [Signature]

LESSEE BY: [Signature]

**CERTIFICATE OF AUTHORITY FOR
GATOR COVE MARINA II, LLC**

Gerald Savoie, Jr., is hereby authorized to sign and execute on behalf of Gator Cove Marina II, LLC, any and all documents as he deems appropriate and necessary, in connection with the Lease to St. Charles Parish of property described in said Lease as "Lease Site" consisting of 33.2674 acres and "Access Servitude A" consisting of 0.593 acres.

CERTIFICATE

The undersigned duly designated certifying official does hereby certify Gerald Savoie, Jr., is the Manager and Sole Member of Gator Cove Marina II, LLC, and that the foregoing Certificate of Authority has been duly adopted and approved by the Company this 23rd day of August, 2017.

GATOR COVE MARINA II, LLC


BY: GERALD SAVOIE

SINGLE MEMBER LLC AUTHORIZATION RESOLUTION

I, Gerald P. Savoie, Jr., certify that I am the Sole Member of Gator Cove Marina II, LLC, a Limited Liability Company organized under the laws of Louisiana, Tax Identification Number 82-1497314, engaged in business in the State of Louisiana, and that the resolutions on this document are a true and correct copy of the resolutions adopted at a meeting of the Sole Member of the LLC held on August 1, 2017.

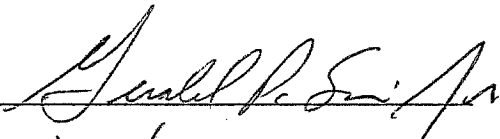
BE IT RESOLVED THAT, said LLC desires to

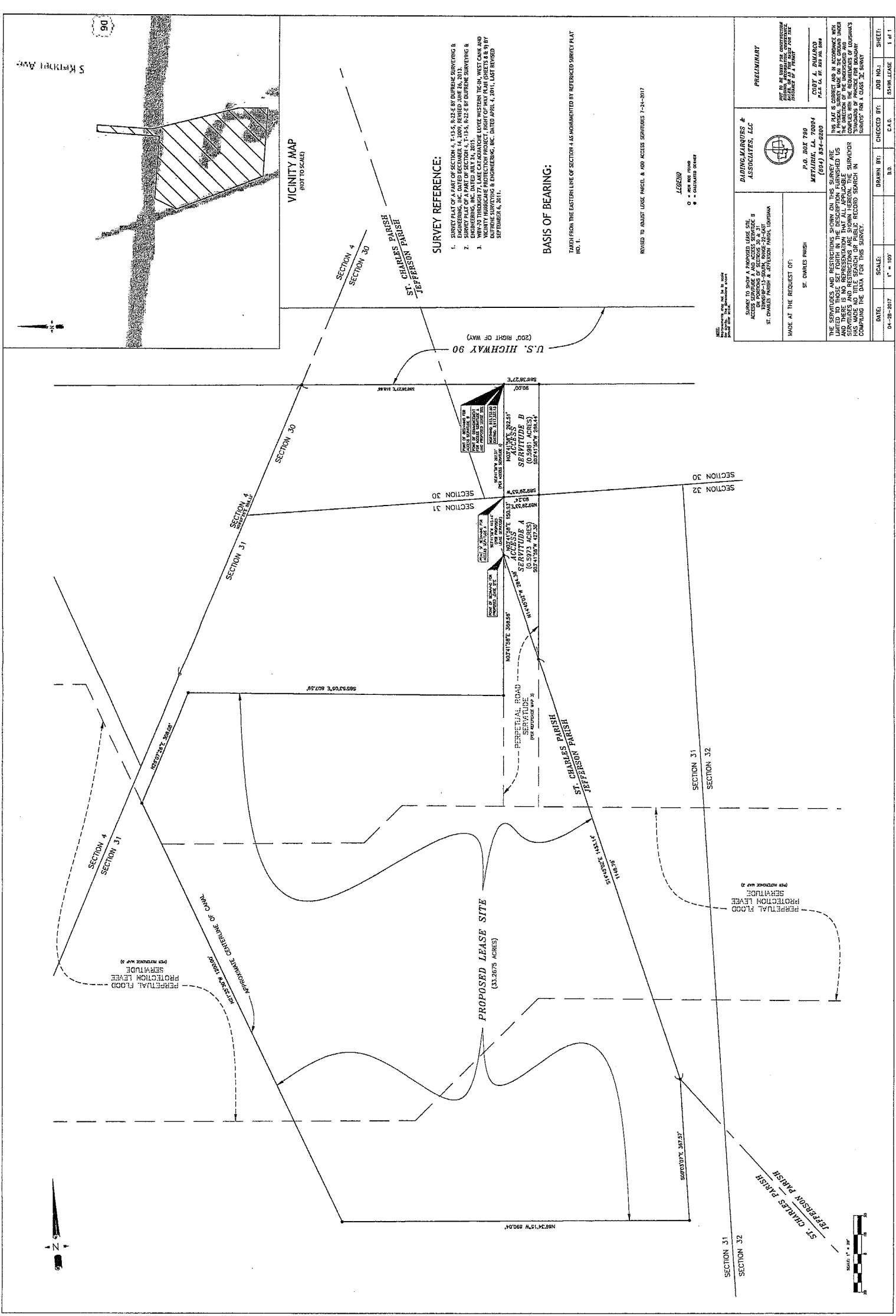
- (1) Enter into a lease contract with the Parish of St. Charles.

BE IT RESOLVED THAT, the undersigned Sole Member of the LLC is authorized to exercise the powers listed above on behalf of the LLC.

BE IT RESOLVED THAT, the undersigned Sole Member of the LLC hereby certifies that he owns 100% of the equity interest in the LLC and he is the only individual with significant responsibility for managing the LLC.

BE IT RESOLVED THAT, the undersigned Sole Member of the LLC is authorized to sign on behalf of the LLC.

Signature:  Name: Gerald P. Savoie, Jr.
Title: member/manager Dated: August 22, 2017



SURVEY REFERENCE:

1. SURVEY PLAT OF A PART OF SECTION 4, T.13.4, R.23.4, BY DURBINE SURVEYING & ENGINEERING, INC. DATED DECEMBER 14, 2009, REVISED APRIL 26, 2013.
2. SURVEY PLAT OF A PART OF SECTION 4, T.13.4, R.22.4, BY DURBINE SURVEYING & ENGINEERING, INC. DATED DECEMBER 14, 2009, REVISED APRIL 26, 2013.
3. VICINITY MAP OF THE PROPOSED LEASE SITE, WEST CANAL AND WETLANDS PROTECTION PROJECT, RIGHT OF WAY PLAN (SHEETS 8 & 9) BY DURBINE SURVEYING & ENGINEERING, INC. DATED APRIL 7, 2011, LAST REVISED SEPTEMBER 4, 2011.

BASIS OF BEARING:

TAKEN FROM THE EASTERN LINE OF SECTION 4 AS MONUMENTED BY REFERENCED SURVEY PLAT NO. 1.

REFERED TO LEASE EASE PARCEL & ABB ACCESS SERVICES 7-1-2017

LEGEND
 ○ - SURVEY POINT
 ● - SURVEY CENTER



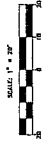
DADING, MARQUIS & ASSOCIATES, LLC
 P.O. BOX 790
 METairie, LA 70004
 (504) 885-0500
 CODY A. DADING
 LICENSE NO. 12, 220, 204

PRELIMINARY
 NOT TO BE USED FOR CONSTRUCTION
 UNLESS SPECIFICALLY NOTED OTHERWISE
 BY THE SURVEYOR

MADE AT THE REQUEST OF:
 ST. CHARLES PARISH

DATE: 04-28-2017
 SCALE: 1" = 100'
 DRAWN BY: B.S.
 CHECKED BY: C.A.D.
 JOB NO.: 1549-LEASE
 SHEET: 1 of 1

THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS FOUND THAT THE INFORMATION FURNISHED IS TRUE AND CORRECT TO THE BEST OF HIS KNOWLEDGE AND BELIEF. THERE IS NO REPRESENTATION THAT ALL APPLICABLE SURVEY RECORDS HAVE BEEN SEARCHED OR THAT THE SURVEYOR HAS MADE NO TITLE SEARCH OR PUBLIC RECORD SEARCH IN COMPLYING WITH THE DATA FOR THIS SURVEY.



D6

VICINITY MAP
 (NOT TO SCALE)

S KEMPNER AVE.

PROPOSED LEASE SITE
 (33.2675 ACRES)

ACCESS B
 BEARING: S89°15'30"E
 DISTANCE: 284.15'

ACCESS A
 BEARING: S89°15'30"E
 DISTANCE: 284.15'

PERPETUAL ROAD SERVICE
 BEARING: S89°15'30"E
 DISTANCE: 284.15'

PERPETUAL ROAD SERVICE
 BEARING: S89°15'30"E
 DISTANCE: 284.15'

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