

Ord.

2016-0036

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT

ORDINANCE NO. 16-2-3

An ordinance to approve and authorize the execution of a Lease Agreement between St. Charles Parish and Perque Real Estate of LA, LLC., for temporary library location during renovations of the West Regional Library.

WHEREAS, the St. Charles Parish Library, at its meeting of November 17, 2015, authorized the Library Director to pursue a lease agreement with Perque Real Estate of LA, LLC of Suite A of the commercial building located at 12439 Hwy 90, Luling, Louisiana, which contains approximately 4125 square feet; and,

WHEREAS, the property is to be used by the St. Charles Parish Library as a temporary library location during the renovation of the West Regional Library.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Lease Agreement between St. Charles Parish and Perque Real Estate of LA, LLC of Suite A of the commercial building located at 12439 Hwy 90, Luling, Louisiana, which contains approximately 4125 square feet, 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, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK,
 FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 1st day of February, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Wendy Benedetto*
SECRETARY: *[Signature]*
DLVD/PARISH PRESIDENT: *2/2/16*
APPROVED: *[Signature]* DISAPPROVED: _____
PARISH PRESIDENT: *[Signature]*
RETD/SECRETARY: *2/2/16*
AT: *3:50pm* RECD BY: *[Signature]*

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON *February 17, 2016*
AS ENTRY NO. *412634*
IN MORTGAGE/CONVEYANCE BOOK
NO. *828* FOLIO *292*

**PERQUE REAL ESTATE OF LA, LLC.
GROSS COMMERCIAL LEASE AGREEMENT**

THIS LEASE, dated the 15th day of February, 2016 ("Effective Date"), by and between Perque Real Estate of LA, LLC. (hereinafter "Lessor") and St. Charles Parish on behalf of the St. Charles Parish Library, 160 W. Campus Drive, PO Box 1029, Destrehan, LA 70047 (hereinafter "Lessee"),

WITNESSETH:

1. **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: Suite A of the commercial building located at 12439 Hwy 90, Luling, Louisiana, which contains approximately 4125 square feet.
2. **TERM:** The term of this lease shall commence on the date that Lessee takes possession of the Leased Premises and expire 10 months thereafter. The lease shall automatically renew on a month to month basis thereafter absent a party providing prior written notice of its intent not to renew the lease. Collectively, the foregoing is referred to as the "Term."
3. **RENTAL:** Lessee agrees to pay to Lessor, without deduction, set off, prior notice, or demand, rental during said term payable on the first day of each month in advance monthly installments of \$4000 per month for each month of the Term. The first month's rent shall be due and payable upon the earlier of the Lessee taking possession of the Leased Premises or March 1, 2016, and the monthly installments thereafter shall be due and payable on or before the first day of each calendar month succeeding the commencement date during the Term.

All rentals due under this lease are payable to the order of Perque Real Estate of LA, LLC. and must be delivered to its manager and agent Chris Perque at the address indicated in the notice section below, or as Lessor or his succession representative may hereafter from time to time designate in writing.

If Lessor's insurance costs or property taxes are increased twenty five percent or more in any annual period during the term, Lessor may charge Lessee for the remainder of the term an additional monthly rental amount equal to the pro rata portion of such costs, with the pro rata portion calculated based on the square footage of the leased premises as compared to the total interior square footage of the building containing the leased premises. Any such additional monthly rental amount shall be paid by Lessee to Lessor on the first day of each month in advance monthly. If any such additional rental is charged to Lessee, Lessee may, within 180 days of receiving the initial notice that any such additional rental amount is due, request that this lease be converted to a month to month lease, which thereafter may be terminated by either party by either party by providing the other party thirty days prior written notice.

4. **DEPOSIT:** Upon the Effective Date of the Lease, Lessee shall pay Lessor a deposit in an amount of \$6000, which shall become non-refundable and retained by Lessor if Lessee does not take possession of the Leased Premise on or before March 1, 2016. If Lessee takes possession on or before that date, that sum shall be retained by Lessor as a security deposit. If Lessee does not take possession of the Leased Premises on or before March 1, 2016, it may extend its option to take possession of the Leased Premises for an additional 30 days by paying a nonrefundable \$2000 option fee. If Lessee does not take possession of the Leased Premises on or before March 1, 2016 and fails to pay the \$2000 option fee, either party may terminate this Lease at will upon providing written notice to the other party. If Lessee pays the option fee and fails to take possession of the Leased Premises by March 31, 2016, either party may terminate this Lease at will upon providing written notice to the other party.

It is expressly understood that the deposit shall not be considered an advance payment of rental or a measure of Lessor's damage in case of default by Lessee or breach by Lessee of Lessee's covenants under this lease. Lessor may, from time to time, without prejudice to any other remedy, and following 20 day written notice to Lessee, use the security deposit to the extent necessary to make good any arrears of rent and/or damage, injury, expense or liability

caused to Lessor by the event of default or breach of covenant, any remaining balance of the security deposit to be returned by Lessor to Lessee upon termination of this lease.

5. **DELIVERY OF PREMISES:** That the repairs as set forth in the attached Addendum shall be completed by the Lessor prior to March 1, 2016. Lessee hereby accepts the premises in their existing condition and assumes responsibility for the condition of the leased premises subject to Lessor's obligations set forth in this Lease, except as set forth in the Addendum hereto. Any improvements or alterations desired by Lessee shall be at Lessee's cost, with Lessor's prior written approval.

6. **KIND OF BUSINESS:** Lessee shall occupy the premises throughout the full Term of the lease, and the principal business to be conducted is a public library and related services. Lessee agrees to comply with (and to indemnify Lessor from any violations of) all laws or ordinances relative to Lessee's use of the premises.

7. **ALTERATIONS:** All alterations, replacements and improvements made upon the premises during the lease, including lighting, electrical wiring, office partitions, all heating and air conditioning, shall be done only with the prior express written consent of Lessor and shall become the property of Lessor upon the expiration of the lease. However, those certain trade fixtures, machinery and equipment installed by Lessee solely for use in his business shall remain the property of Lessee; such trade fixtures, machinery and equipment installed by Lessee shall be removed at the expiration of the lease, provided the lease not then be in default, and provided the premises are returned to the same conditions when let. In the event Lessee fails to remove any such fixtures, machinery or equipment installed by it, Lessor may at their option and at Lessee's expense demolish, remove and dispose of all such items or may retain as property of Lessor without reimbursement to Lessee. Lessee undertakes that no lien, privilege, or claim of any kind shall rest against the leased premises from any repairs, alterations, additions or improvements, or from the construction of any building or buildings; and agrees to furnish, at its own cost, to Lessor, upon Lessor's request therefor, the bond of a responsible surety company, qualified to do business in the State of Louisiana, and reasonably acceptable to Lessor, conditioned to hold Lessor and the leased premises harmless against any such lien, privilege, or claim, said bond to be for an amount equal to the estimated cost of such construction, restoration, alterations, additions or improvements. No consent of Lessor for Lessee to make improvements or repairs to the premises shall be deemed to permit Lessor's interest to become subject to labor or material liens.

8. **DELIVERY AT EXPIRATION OF LEASE:** At expiration of this lease, Lessee shall redeliver to Lessor the premises in good order and condition clear of all goods and broom cleaned and shall make good all damages to the premises, except for normal or usual wear and tear damage by use or the elements, and shall remain liable for holdover rent until the premises with keys shall be returned in such order to Lessor. No demand or notice of such delivery shall be necessary, Lessee expressly waiving all notices and legal delays.

9. **INSOLVENCY, ETC. AS DEFAULT:** In the event of Lessee's bankruptcy, receivership, insolvency, attachment by law of its contents, or assignment for the benefit of creditors, or Lessee's failure to maintain a going business in the premises, Lessor may immediately upon written notice to Lessee declare a default in the lease.

10. **DEFAULT BY LESSEE:** Should Lessee fail to pay any of the rentals provided for herein promptly on the day when the same shall become due and payable hereunder, and shall continue in default for a period of fifteen (15) days after written notice thereof by Lessor, or should Lessee fail to comply with any of the other obligations of this lease, within thirty (30) days from the mailing by Lessor of notice demanding same, Lessor shall have the right, at Lessor's option (a) to cancel this lease, or (b) to sue for the rents in intervals or as the same accrues. The foregoing provisions are without prejudice to any remedy which might otherwise be used under the laws of Louisiana for arrears of rent or breaches of contract, or to any lien to which Lessor may be entitled.

If Lessee has taken steps to cure any default not curable in twenty (20) days, such additional reasonable time as is necessary to cure such default shall be granted Lessee.

11. **RIGHT TO SHOW SIGN:** Lessor 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 post "For Lease" or

"For Rent" signs 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 of buying during the term of this lease and in view of renting for 120 days prior to expiration, from 9 A.M. to 5 P.M. During said 120 day period Lessee shall have the right to post signs indicating that it is not going out of business but relocating to a designated location.

12. **RIGHT OF ENTRY:** Except as otherwise provided herein, Lessor may with two (2) business days prior written notice enter the premises at reasonable times to inspect the same, to make repairs and alterations, or to run pipe or electric wire, as Lessor may deem necessary and appropriate provided that Lessor will not unduly inconvenience Lessee's business.

13. **SIGNS:** Unless otherwise agreed in this lease, Lessee shall not be permitted to place any signs on the premises without Lessor's prior written approval; such approval shall not be unreasonably withheld. Lessee is solely responsible for costs associated with any such sign, including without limitation fabrication, installation and maintenance costs. If Lessee places a sign on the pylon in front of the leased premises, Lessee shall pay an additional \$100 per month for the duration of the Term as an advertising fee. Upon termination of this lease, Lessee shall remove any sign, advertisement or notice painted on or affixed to the leased premises and restore the place it occupied to the condition in which it existed as of the date of this lease. Upon Lessee's failure to do so, Lessor may do so at Lessee's expense.

14. **CONDITION AND UPKEEP OF PREMISES:** Lessee will at Lessee's sole expense keep and maintain in good repair the entire leased premises including without limitation interior walls, floors, ceilings, ducts, utilities, and lighting and plumbing and also including the loading dock and any parking area exclusively used by Lessee. Lessor shall be responsible only to maintain the roof, foundations, air conditioning equipment on the exterior to the Leased Premises and outside walls (not including doors and floors, but including all plumbing within the exterior walls and foundation). Where contractors' or manufacturers' warranties are applicable and the Lessee advises the Lessor in writing of the need for such repair, the Lessor, at its option, will enforce such warranties for Lessee's benefit or assign such warranties to lessee for Lessee to enforce. However, Lessor shall not be obliged to make any repair unless it shall be notified in writing by Lessee of the need of such repair and shall have had a reasonable period of time to make such repair, and shall not be liable to make any repair occasioned by Lessee's acts within the premises. Lessor shall not be liable for any damage or loss in consequence of defects in the leased premises causing leaks, stoppage of water, sewer or drains or any other defects about the building and premises, including air conditioning and heating, unless it shall have failed to repair defects for which it is responsible within a reasonable time following written demand of Lessee to do so.

It is specifically acknowledged that safety and replacement of the plate glass is Lessee's responsibility, as well as keeping pipes from freezing in the winter.

Lessee shall immediately repair any damages caused by Lessee that threaten or weaken the structure or detract from the appearance of the premises. Lessee shall also maintain a high degree of neatness and cleanliness. If Lessee does not correct the damages and/or clean the premises within five (5) days of written notification by Lessor, Lessor may proceed with repairs and/or clean-up at Lessee's expense.

Lessee agrees not to store merchandise or leave trash outside the leased premises. All trash shall be in containers. Should Lessee be in default in the requirements of this provision, Lessor may, after notice to Lessee, remedy such default at Lessee's expense, and such expense shall be treated as additional rental due under this lease by Lessee.

15. **FIRE AND CASUALTY CLAUSE:** In case the said premises shall be so damaged by fire or other cause as to be rendered untenable and necessary repairs cannot be made within 180 days, this lease shall terminate as of the time the premises were rendered untenable.

16. INSURANCE AND INDEMNITY:

Liability and Property Damage: Lessee shall at all times during the full term of this lease and during the full term of any holdovers or other rental agreements, carry and maintain at its own cost and expense, General Public Liability Insurance against claims for personal injury or death and property damage occurring on the leased premises, such insurance to afford protection to both Lessor and Lessee, as their interests may appear, including coverage for the contractual liability of Lessee to Lessor assumed hereunder, and is to be maintained in reasonable amounts, having regard to the circumstances, and the usual practice at the time of prudent owners and lessees of comparable facilities in the Southeastern Louisiana Area, but in no event in amounts less than \$1,000,000 with respect to bodily injury or death to any one person, \$1,000,000 with respect to any one accident, and an aggregate liability of \$2.0 million. Lessee shall deliver to Lessor evidence of such insurance and all renewals thereof.

Fire and Extended Coverage: Lessee shall, at all times during the full term of this lease, keep all contents of and improvements made by Lessee to the leased premises in and on the demised premises insured to 100% of the full replacement value thereof against loss by fire and extended coverage (including loss of rent insurance) and maintain such insurance at all times as specified herein. Lessor shall maintain fire insurance on the building structure.

Placement of Insurance: All of the aforementioned policies of insurance shall be written and maintained in responsible insurance companies duly authorized and licensed to do business in and to issue policies in the State of Louisiana and shall name Lessor thereon as an additional named insurer. The policies providing for the protection discussed above may remain in the possession of Lessee, provided, however, that Lessee furnish satisfactory evidence to Lessor or the Lessor's mortgagee that such policy or policies fulfill the requirements of this lease.

Voiding Insurance: Lessee will not permit the herein demised premises to be used for any purpose which would render the insurance thereon void.

Indemnity: Lessee shall and will forever indemnify and save harmless Lessor from and against any and all liability, penalties, expense, cause of action, suits, claims or judgments for death, injury, or damages to persons or property during the term of this lease while on or arising out of the use, occupation, management or control of the leased premises and immediately adjacent property and sidewalk, or any act of operation on any thereof, arising out of, in whole or part, the negligence of Lessee or its sublessees or their respective agents or employees or otherwise. Lessee shall and will, at its own expense, defend any and all suits that may be brought against Lessor, or any of them, or in which Lessor, or any of them, may be impleaded with others, upon any such above mentioned claim or claims, and shall and will satisfy, pay and discharge any and all judgments that may be recovered against Lessor, or any of them, in any such action or actions in which Lessor, or any of them, may be a party defendant.

17. **UTILITIES:** All utility charges on the leased premises shall be paid by Lessee, including cost of heat, electric current, gas, waste removal, sewerage and any other special fees.

18. **ATTORNEY'S FEES AND EXPENSES:** In the event it becomes necessary for either party to employ any attorney to enforce collection of the rents agreed to be paid, or to enforce compliance with any of the covenants and agreements herein contained, the unsuccessful litigant shall be liable for reasonable attorney's fees, costs and expenses incurred by the other party.

19. **NOTICE:** Any notice provided for herein must be in writing and will be deemed given when deposited by certified mail (regardless of when or if received by the addressee), or when actually delivered in person to the parties or their designated agents at the following address, email address, or at such other addresses as they may from time to time direct.

Lessor:

Attn: Chris Perque
Gardere, Wynne & Sewell LLP
1000 Louisiana St., Suite 2000
Houston, TX 77002-5011
Office (713) 276-5020
Facsimile (713) 276-6020

Lessee:

Attn: Leann Benedict, MLIS, Director
St. Charles Parish Library
160 W. Campus Drive
PO Box 1029
Destrehan, LA 70047
Phone: (985) 764-9643 x103
Fax: (985) 764-1744
leann.benedict@myscpl.org

In addition to or in lieu of the foregoing, at Lessor's option, notice to the Lessee may be given by affixing such notice to the principal entrance to the leased premises.

20. CONDEMNATION: If the leased premises be subjected to any eminent domain proceedings, the lease shall terminate if all of the leased premises are taken or if the portion taken is so extensive that the residue is wholly inadequate for Lessee's purpose. If the taking be partial, then Lessee's rentals shall be reduced in the proportion which space taken bears to the space originally leased. In such condemnation proceedings Lessee may claim compensation for moving expenses and for the taking of any removable installations which by the terms of this lease Lessee would be permitted to remove at the expiration of this lease, if such award is separately allowed by the condemning authority, but Lessee shall be entitled to no additional award, it being agreed that all damages allocable to full fee simple ownership of the entire leased premises shall in any event be payable to Lessor. Lessor and Lessee must agree in writing as to whether the condemnation is partial. If they cannot agree, the lease shall terminate.

21. QUIET POSSESSION: Lessor agrees to warrant and defend Lessee in its quiet and peaceful possession of the premises so long as the lease is not in default.

22. LEASE HOLDOVER: Should Lessee remain on the premises after expiration of this lease agreement, Lessor has the option to interpret such actions as creating a month-to-month lease at a rental of one hundred and twenty-five percent (125%) higher than that payable for the last month of the lease term, or to consider the holding over a trespass. Only a new signed leased or extension agreement shall deprive Lessor of the choice of action.

23. ENTIRETY OF UNDERSTANDING IN WRITTEN LEASE: It is agreed that the entire understanding between the parties is set out in the lease and any riders which are hereto annexed, and that this lease supersedes and voids all prior proposals, letters and agreements, oral or written. The law of Louisiana where the leased premises are situated shall apply.

24. WAIVER: Failure of Lessor to declare immediately upon occurrence thereof or delay in taking any action in connection therewith shall not waive such default, but Lessor shall have the right to declare any such default at any time; no waiver of any default shall alter Lessee's obligations under the lease with respect to any other existing or subsequent default.

25. BINDING ON HEIRS, ETC.: It is further agreed by the parties to this lease that all of the covenants and agreements enumerated herein shall be binding upon and inure to the benefit of both parties hereto and their respective legal representatives, heirs, successors and assigns throughout the life of this instrument.

26. SUBROGATION: Neither the Lessor nor the Lessee shall be liable to the other for the loss arising out of damage to or destruction of the leased premises, or the building or improvements of which the leased premises are a part thereof, when such loss is caused by any of the perils which are or could be included within or are insured against by a standard form of fire insurance with extended coverage, including sprinkler leakage insurance, if any. All such claims for any and all loss, however caused, hereby are waived. Said absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either lessor or lessee or by any of their respective agents, servants or employees. It is the intention and agreement of the Lessor and the Lessee that the rentals reserved by this lease have been fixed in contemplation that each party shall fully provide his own insurance protection at his own expense, and that each party shall look to his respective insurance carriers for reimbursement of any such loss, and further, that the insurance carriers involved shall not be entitled to subrogation

under any circumstances against any party to this lease. Lessee shall not have any interest or claim in the Licensor's insurance policy or policies, or the proceeds thereof, unless specifically covered therein as a joint assured.

27. SUBORDINATE TO MORTGAGE: At the option of Lessor's mortgagee, the Lessee agrees to subordinate this lease to any mortgage, deed of trust or encumbrance which the Lessor may have placed, or may hereafter place, on the premises. Lessee agrees to execute, on demand, any instrument which may be deemed necessary or desirable to render such mortgage, deed of trust or encumbrance, whenever made, superior and prior to this lease.

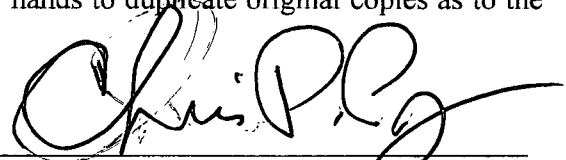
28. CONFLICTS: If there is any conflict between the printed portions and the typewritten or handwritten portions, the typewritten or handwritten portion shall prevail.

29. BENEFITS OF PARTIES: All of the provisions contained herein shall be bound upon and shall be inured to the benefit of Lessor and Lessee, their heirs, executors, administrators, successors and assigns (as the case may be) and all of the provisions contained herein granting rights to Realtor, if any, shall inure to the benefit of any may be enforced by Realtor, its successors or assigns.

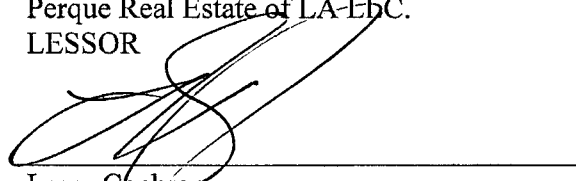
30. LEASE RECORDATION: All parties to this lease may, but shall not be obligated to, record notice of this lease.

31. NOTICE: Any notice or document required or permitted to be delivered hereunder may be delivered in person or shall be deemed to be delivered whether actually received or not when sent via email or deposited in the United States mail, postage prepaid, addressed to the parties hereto at their respective addresses as they have theretofore specified or may hereafter specify by written notice delivered in accordance herewith.

IN WITNESS WHEREOF, the parties have set their hands to duplicate original copies as to the day and year first above written.



Chris Perque, as the Managing Member of
Perque Real Estate of LA-LbC.
LESSOR



Larry Cochran
St. Charles Parish President
LESSEE

ADDENDUM

Lessor agrees to make the following repairs at its expense in connection with Lessee taking possession of the Leased Premises, as described in paragraph 5.:

- (1) Fix the gap beneath the door on the back left side of the building that leads to the grassy area on the side of the building.
- (2) Clean mold on the baseboards and add baseboards where missing.
- (3) Replace burnt florescent lights in ceiling.
- (4) Replace lighting that was removed from the small room towards the back on the right side.
- (5) Repair hole on the left exterior wall.