

Dr. A.

2014-0350

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF LEGAL SERVICES)**

ORDINANCE NO. 14-11-4

An ordinance approving a Lease Agreement,
attached hereto by Madere's Garage, Inc. to
St. Charles Parish.

WHEREAS, St. Charles Parish is interested in leasing the property known as
"Madere's Garage" and more fully described in the attached Agreement;
and,

WHEREAS, a copy of the Lease Agreement is attached hereto.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Lease Agreement attached hereto and made a part hereof
between Madere's Garage, Inc. and St. Charles Parish is hereby approved and
accepted; and,

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: SCHEXNAYDRE, LEWIS, WILSON, BENEDETTO, COCHRAN, FLETCHER,
FISHER-PERRIER

NAYS: NONE

ABSENT: WOODRUFF, HOGAN

And the ordinance was declared adopted this 3rd day of November, 2014,
to become effective (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
 SECRETARY: [Signature]
 DLVD/PARISH PRESIDENT: 11-4-14
 APPROVED: DISAPPROVED:
 PARISH PRESIDENT: [Signature]
 RETD/SECRETARY: 11-3-14
 AT: 11:35am RECD BY: [Signature]

**RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE**
ON November 24, 2014
AS ENTRY NO. 401963
IN MORTGAGE/CONVEYANCE BOOK
NO. 810 FOLIO 210

AMENDED
 - Original Lease Agreement
attached to Ordinance 14-11-4
has been amended.
 - Amendment to original
Lease Agreement is also
attached to Ordinance 14-11-4.

LEASE AGREEMENT

UNITED STATES OF AMERICA

BY MADERE'S GARAGE, INC.

STATE OF LOUISIANA

AND ST. CHARLES PARISH

PARISH OF ST. CHARLES

MADERE'S GARAGE, INC., hereinafter referred to as Lessor, hereby leases to the **ST. CHARLES PARISH**, herein represented by V. J. St. Pierre, Jr., hereinafter referred to as Lessee, the premises known as 15042 River Road, Hahnville, Louisiana and more fully described as follows:

A CERTAIN LOT OR PARCEL OF LAND, together with all the buildings and improvements thereon, and all rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, on the right bank of the Mississippi River measuring 92 & 2/3rds feet, more or less, front on the public road (La. Hwy. 18 or River Road) where it is now established, between parallel lines extending in depth to the western toe of the Mississippi River levee; bounded on the upper line by property of the heirs of Pascal Margiotta and on the lower line by property of St. Charles Parish (EOC Building). Improvements thereon bear municipal number 15042 River Road, Hahnville, Louisiana.

Said property is subject to a five foot (5') right-of-way in favor of Entergy Louisiana LLC dated March 4, 2013 and duly recorded at COB 782, folio 814.

Being the same property acquired by Madere's Garage, Inc. from Mildred R. Madere, et als by Act before Leon C. Vial, III, Notary, on September 11, 1995.

for a term of two months (2), beginning on the 1st day of November, 2014, and ending on the 5th day of January, 2015, for and in consideration of a rental of ten thousand and no/100ths (\$10,000.00) each for the months of November and December, 2014.

The leased property is to be used for purposes of the St. Charles Parish Government, including maintenance of vehicles and equipment or any other services that are not contrary to law.

Occupancy of the premises shall be at the discretion of the Lessee.

Lessee shall not make any additions or alterations to the premises without written permission of the Lessor. However, Lessor or his employees shall have the right to enter the premises for the purpose of making repairs necessary for the preservation of the property.

Lessor warrants that the leased premises are in good condition. Lessee accepts them in such condition and agrees to keep them in such condition during the term of the lease at its expense and to return them to Lessor in the same condition at the termination of the lease, normal decay, wear and tear excepted.

No repairs shall be due Lessee by Lessor except to the roof and such as may be rendered necessary by fire or other casualty, not occasioned by Lessee's fault or negligence. Lessee agrees to report in writing to Lessor any damage to the leased premises within twenty-four hours after its happening, and upon its failure to do so, Lessee shall be bound to repair any consequent or resulting damage.

Lessor shall not be liable for any damage to person or property sustained by the Lessee or any other persons, and any such liability is assumed by Lessee. Lessee agrees to indemnify and hold harmless Lessor for any claims for damages made against Lessor for any act of neglect which may have occurred during Lessee's occupancy of the premises.

For and in consideration of the rental previously stipulated, Lessor agrees that it will make no effort whatsoever to market, sell or lease the subject property to any person, firm or corporation pending the closing a proposed sale of the property by Lessor to Lessee anticipated to be held on or about January 5, 2015.

Lessee will permit Lessor to have access to the premises for the purpose of inspection at reasonable intervals.

At the expiration of this lease or its termination for other causes, Lessee is to immediately surrender possession by actual delivery of all keys to Lessor.

THUS DONE AND SIGNED, this 10th day of November, 2014.

WITNESSES:

Janet A. Oubre

Leah Allen

APPEARERS:

MADERE'S GARAGE, INC.

LESSOR

BY: Jan G. Madere
JAN G. MADERE, PRESIDENT

ST. CHARLES PARISH

BY: V.J. St. Pierre, Jr.
V.J. ST. PIERRE, JR.

AMENDED
No. (1) amendment dated Jan 20, 2015
attached.

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON November 24, 2014
AS ENTRY NO. 401963
IN MORTGAGE/CONVEYANCE BOOK
NO. 810 FOLIO 210

EXTRACT OF MINUTES OF MEETING OF BOARD OF DIRECTORS
OF MADERE'S GARAGE, INC.

BE IT RESOLVED that Jan G. Madere, President, is hereby authorized and empowered to represent the corporation in order to sign and execute any and all documents necessary to:

(1) Enter into an Agreement to Purchase with St. Charles Parish for the property located at 15042 River Road, Hahnville, Louisiana, with rental payments of \$5,000.00 for the latter part of October, 2014; \$10,000.00 for November, 2014; and \$10,000.00 for December, 2014; and

(2) Sell to St. Charles Parish the property located at 15042 River Road, Hahnville, Louisiana, on or about January 2, 2015, by "as is" cash sale for the price and sum of \$670,000.00, and to sign all documents necessary to convey good, valid and merchantable title to St. Charles Parish;

all regarding the following described property, to-wit:

A CERTAIN LOT OR PARCEL OF LAND, together with all the buildings and improvements thereon, and all rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, on the right bank of the Mississippi River measuring 92 & 2/3rds feet, more or less, front on the public road (La. Hwy. 18 or River Road) where it is now established, between parallel lines extending in depth to the western toe of the Mississippi River levee; bounded on the upper line by property of the heirs of Pascal Margiotta and on the lower line by property of St. Charles Parish (EOC Building). Improvements thereon bear municipal number 15042 River Road, Hahnville, Louisiana.

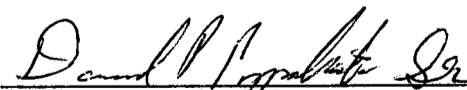
Being the same property acquired by Madere's Garage, Inc. from Mildred R. Madere, et als by act before Leon C. Vial, III, Notary, on September 11, 1995, recorded in COB 499, folio 181, St. Charles Parish.



David P. Pizzolato, Sr., Secretary

C E R T I F I C A T E

I hereby certify that the above is a true and exact copy of Extract of Minutes of Board of Directors Meeting of Madere's Garage, Inc. held on October 13, 2014, and that the same has not been revoked nor rescinded this 10th day of November, 2014.



David P. Pizzolato, Sr.

**AMENDMENT TO ORIGINAL
LEASE AGREEMENT**

UNITED STATES OF AMERICA

BY MADERE'S GARAGE, INC.

STATE OF LOUISIANA

AND ST. CHARLES PARISH

PARISH OF ST. CHARLES

MADERE'S GARAGE, INC., hereinafter referred to as Lessor, hereby agrees to extend the original Lease Agreement entered into with ST. CHARLES PARISH, herein represented by V. J. St. Pierre, Jr., hereinafter referred to as Lessee, on the 10th day of November, 2014, and duly recorded at COB 810, folio 210, with the St. Charles Parish Clerk of Court, for the premises known as 15042 River Road, Hahnville, Louisiana and more fully described as follows:

A CERTAIN LOT OR PARCEL OF LAND, together with all the buildings and improvements thereon, and all rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, on the right bank of the Mississippi River measuring 92 & 2/3rds feet, more or less, front on the public road (La. Hwy. 18 or River Road) where it is now established, between parallel lines extending in depth to the western toe of the Mississippi River levee; bounded on the upper line by property of the heirs of Pascal Margiotta and on the lower line by property of St. Charles Parish (EOC Building). Improvements thereon bear municipal number 15042 River Road, Hahnville, Louisiana.

Said property is subject to a five foot (5') right-of-way in favor of Entergy Louisiana LLC dated March 4, 2013 and duly recorded at COB 782, folio 814.

Being the same property acquired by Madere's Garange, Inc. from Mildred R. Madere, et als by Act before Leon C. Vial, III, Notary, on September 11, 1995.

The term of the Lease Agreement is hereby extended until the 31st day of January, 2015 with no additional monies due.

All other provisions of the original Lease Agreement is hereby continued in effect until the termination of said Amended Lease Agreement.

At the expiration of this lease or any extensions thereto, or its termination for other causes, Lessee is to immediately surrender possession by actual delivery of all keys to Lessor.

THUS DONE AND SIGNED, this 20th day of January, 2015.

WITNESSES:

APPEARERS:

Bobby Small for

MADERE'S GARAGE, INC.
LESSOR

BY: Jan G. Madere
JAN G. MADERE, PRESIDENT

Andre Chan

ST. CHARLES PARISH

BY: V. J. St. Pierre, Jr.
V. J. ST. PIERRE, JR.

REFERENCE
REFERENCE
Ord. 14-11-4 original
lease Agreement

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON January 30, 2015
AS ENTRY NO. 403333
IN MORTGAGE/CONVEYANCE BOOK
NO. 812 FOLIO 272