

2021-0104 *Ord.*

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT  
(DEPARTMENT OF PARKS & RECREATION)

ORDINANCE NO. 21-5-3

An ordinance to approve and authorize the execution of a Lease Agreement with Sacred Heart of Jesus Roman Catholic Church, Norco, Louisiana, and St. Charles Parish.

**WHEREAS**, the Parish seeks to use the property, which is the subject of the lease, to house certain parish agencies and entities including St. Charles Parish County Agent's Office; for additional storage; and for recreational uses; and,

**WHEREAS**, the initial term of the lease is 5 years with the renewal to be two optional 5-year periods.

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

**SECTION I.** That the lease between Sacred Heart of Jesus Roman Catholic Church, Norco, Louisiana, and St. Charles Parish to house certain Parish agencies and entities including St. Charles Parish County Agent's Office; for additional storage; and for recreational uses is hereby approved and accepted.

**SECTION II.** That the Parish President is hereby authorized to execute said Lease on behalf of St. Charles Parish and to act on behalf of St. Charles Parish in all matters pertaining to this Lease.

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

- YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER
- NAYS: NONE
- ABSENT: FISHER-PERRIER

And the ordinance was declared adopted this 3rd day of May, 2021, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Marilyn Bellock*  
 SECRETARY: *Michelle Spontato*  
 DLVD/PARISH PRESIDENT: May 4, 2021  
 APPROVED:  DISAPPROVED:

PARISH PRESIDENT: *Matt Jewell*  
 RETD/SECRETARY: May 5, 2021  
 AT: 11:30am RECD BY: *[Signature]*

RECORDED IN THE ST. CHARLES PARISH  
 CLERK OF COURT OFFICE  
 ON May 6, 2021  
 AS ENTRY NO. 458708  
 IN MORTGAGE/CONVEYANCE BOOK  
 NO. 905 FOLIO 660

## LEASE AGREEMENT

- 1) **PARTIES.** SACRED HEART OF JESUS ROMAN CATHOLIC CHURCH, NORCO, LOUISIANA, a Louisiana non-profit corporation, herein represented by Rev. Edmund Akordor, its Pastor and Secretary/Treasurer, duly authorized (“Lessor”), hereby leases the Leased Premises, as defined in Section 2 below, to ST. CHARLES PARISH, a political subdivision of the State of Louisiana operating under a home rule charter pursuant to Article VI, Section 5, of the Louisiana Constitution of 1974, herein represented by its Parish President, Matthew Jewel, duly authorized by the Parish Counsel (“Lessee”).
  
- 2) **LEASED PREMISES.** The Leased Premises (“**Leased Premises**”) consists of certain portions of land situated in St Charles Parish, Louisiana, being designated as Lots 518-528, and a portion of Lot 516, Block 12, Highland Park Subdivision, Unit No. 1, as well as a portion of the adjoining 7.27 acre tract in Section 5, T12S – R8E St. Charles Parish (the “**Land**”), Louisiana together with certain constructions and improvements thereon more specifically designated below, the Leased Premises more specifically includes and is limited by the following particulars:

A. Lessee is entitled to use of the following designated portions of the buildings, constructions and improvements presently situated upon the Land: use of the two ballfield areas, use of the Gymnasium building with the use of the Classroom #1 Building, and use of the Administration/Classrooms Building, with the exception of the school office area of the Administration/Classrooms Building, total building area consisting of approximately 19,000 square feet as more particularly shown on Exhibit “A” attached hereto and incorporated herein by this reference – also to include parking areas in front of the school and Gymnasium and one-half (1/2) of the church parking area – less and except those areas subject to shared use by and between Lessee and Lessor as set forth in Section (c) hereinbelow, and any other areas of Lessor’s property that Lessor may agree to allow Lessee to use from time-to-time in Lessor’s sole discretion (hereinafter collectively the “**Improvements**”); and

B. Lessee is also be entitled to use of any and all easements, servitudes and other contractual arrangements affording means of ingress and egress to the Land and use of such other property of Lessor as is reasonably necessary for ingress and egress to and from the Improvements, including entrance and exit corridors, restrooms, hallways, sidewalks, and exterior areas adjacent to the Improvements (the “**Access Rights**”);

C. Lessee and Lessor agree that each shall be entitled to shared use of certain areas of the Land and Improvements as follows:

1. Lessor shall be entitled to shared use of the entire parking lot and adjacent areas for religious education on Monday evenings during the the full Term of the Lease;

2. Lessor shall be entitled to shared use of the gymnasium and all parking areas adjacent to the Improvements for specified church events with proper advance notice to Lessee of seventy-two (72) hours

3. Lessor retains use of the Classroom Building #'s 2 and 3, and Cafeteria and necessary ingress and egress, until such time as any agreement is reached and memorialized in an amendment hereto between the parties for additional use of any of the foregoing areas;

4. Lessor retains exclusive use of the Youth Center, Church and Rectory throughout the full term of this Lease; and

5. Lessor retains exclusive use of one-half (1/2) of the parking areas fronting Spruce Street throughout the full Term of the Lease.

- 3) **TERM.** The Lease shall commence at 12:00 AM on May 1, 2021 and end at 11:59 PM on April 30, 2026 (hereinafter the "**Lease Term**" or simply "**Term**"). Notwithstanding the foregoing, Lessee shall be permitted to enter the Leased Premises prior to commencement of the Lease Term for the limited purpose of moving its personal property into the Leased Premises ("**Early Entry**"), provided that Lessor has the right to immediately modify or terminate any Early Entry rights with or without cause by providing written or verbal notice to Lessee. Except for the payment of rent, which shall commence as set forth in Section 6 hereinbelow, all other terms conditions and obligations of Lessee shall apply during Early Entry.
- 4) **RENEWAL OPTION.** Lessor hereby grants to Lessee the right to renew the term of this Lease for two (2) additional separate, but immediately consecutive five (5) year periods, subject to all of the same terms and conditions contained herein.
- 5) **HOLDING OVER.** If Lessee remains on the Leased Premises beyond the expiration or earlier termination of the Lease Term, such holding over in itself shall not constitute a renewal or extension of this Lease, but such holding over shall be on a month-to-month basis upon the same terms and conditions then in effect, except Rent shall be equal to one hundred ten (110%) percent of any then-current Rent at such expiration or earlier termination. The month-to-month tenancy may be terminated at any time by either party by that party giving thirty (30) days' written notice to the other party of the intent to terminate the tenancy.
- 6) **CONSIDERATION.** This Lease is made in consideration of the obligations assumed by Lessee herein and in further consideration of a monthly rental as follows:

1. Rent from May 1, 2021 - April 30, 2022, shall be \$4,000.00 per month; The rent for the first month of the initial term shall be decreased at the pro-rated amount of \$133.33 per day should the lease not commence on May 1, 2021.
2. Rent from May 1, 2022 - April 30, 2023, shall be \$4,200.00 per month;
3. Rent from May 1, 2023 - April 30, 2024, shall be \$4,400.00 per month;
4. Rent from May 1, 2024 – April 30, 2025, shall be \$4,500.00 per month;
5. Rent from May 1, 2025 - April 30, 2026, shall be \$4,600.00 per month;
6. Rent for the second five-year term to be mutually agreed upon by the parties at the time of renewal. In the event the parties cannot agree on an adjusted annual rent for any or no reason, this Lease shall be terminated effective upon thirty (30) days advance written notice by either party to the other party.
7. All Improvements upon the Leased Premises are to be maintained by Lessee at its cost, pursuant to the terms of this Lease.

The foregoing is, hereinafter, the “**Rent**”. All Rent shall be paid on or before the first (1<sup>st</sup>) day of each month to Sacred Heart of Jesus Roman Catholic Church, Attn: Pastor, 401 Spruce Street, Norco, LA 70079.

7) **DEPOSIT**. Lessee and Lessor acknowledge that Lessor will not collect or hold any deposit from Lessee prior to the commencement of the Term of this Lease. However, in the event of any default by Lessee, as a condition, and in addition to, any cure obligations set forth in this Lease, Lessor may also require Lessee to deposit with Lessor a sum equal to the average over the full Lease Term of one (1) month’s rent, which will be held to secure Lessee’s future performance of all terms, conditions, and obligations of Lessee.

8) **USE OF THE LEASED PREMISES.**

A. **Permitted Use**. The Leased Premises shall be used for the St. Charles Parish uses only, which are anticipated to be as set forth on the Exhibit “B” attached hereto and incorporated herein (the “**Permitted Use**”), but for no other purpose without the prior written consent of Lessor, which consent shall be in Lessor’s sole discretion.

B. **Prohibited Uses**. Notwithstanding anything in this Lease to the contrary, the Leased Premises shall not be used by Lessee, or permitted by Lessee to be used, in an manner that creates a nuisance, nor for any purpose that violates any statute, article, rule, regulation, ordinance, judicial or administrative order or decision, or other legally enforceable doctrine of any federal, state, regional, municipal, parish or other level of government or any order of any governing authority having application in any manner

to the Leased Premises or to Lessee's use thereof or to this Lease or any matter described herein ("**Applicable Law**"), whether any violation of Applicable Law is by Lessee or any guest(s) or invitee(s). Lessee further covenants and agrees, as an essential element of the consideration of this Lease, that no part of the Leased Premises will be used by Lessee, its members, employees, agents, students, guests and/or invitees, or any other persons permitted use of the Leased Premises by Lessee at any time, for any purpose that violates any of Lessor's then-current policies as communicated to Lessee from time-time and/or violates or contradicts the teachings and beliefs of The Roman Catholic Church, including but not limited to the following specific uses: 1) a counseling service which includes as part of its options and/or recommendations to clients the consideration of abortion as an alternative to carrying a pregnancy through birth; or 2) an organization that advocates, in any manner, abortion or right of free choice of an individual to elect abortion, the determination of which uses violate these prohibitions will be made by Lessor in is sole discretion. Violation of any prohibited use set forth in this Section (8)B shall result in Lessee being in default of the terms of this Lease, reserving unto Lessor the right to terminate this Lease effective immediately upon notice to Lessee.

- C. Staff: Lessee shall at all times during the Lease Term provide, at its sole cost and expense, sufficient and properly trained staff capable of adequately supervising all uses of the Leased Premises. Lessee shall retain exclusive control over its employees, volunteers, and agents. Employees of Lessee are not intended to be employees of Lessor under the meaning or application of any federal, state, or local unemployment insurance laws, social security law, or any workers' compensation law, labor law, or otherwise. Neither Lessor nor Lessee shall represent itself as an agent or partner or joint venturer of the other. Neither Lessor nor Lessee shall have any authority to bind the other party in any respect or to enter into contracts or agreements on behalf of the other party.
- D. Security. At all times during the Term of this Lease Lessee agrees to and shall provide, at its sole cost and expense, proper and adequate security for its members, employees, agents, students, guests and invitees and for the Leased Premises, at all times taking into account all relevant circumstances.

9) **CONDITION, REPAIR, MAINTENANCE, AND UPKEEP.**

Lessee acknowledges that it has made an inspection of the Leased Premises, finds the same suitable for its intended purpose, and accepts the Leased Premises in its present "AS-IS" condition. Lessor does not warrant that the Leased Premises are free of defects or any other hazards, and Lessor further does not warrant that the Leased Premises are in compliance with federal, state, or local codes for health, safety, or accessibility including, but not limited to, the requirements as set forth by the Life Safety Code, the Fire Marshal, any health code, the Department of Environmental Protection, the State Board of Elementary and Secondary Education, and any other Applicable Law, and a material element of the

consideration for Lessor having entered into this Lease, Lessee agrees to and shall comply at its own expense with any foregoing pertaining to its use of the Leased Premises. Additionally, Lessee is responsible for compliance with Applicable Laws pertaining to the existence of asbestos containing materials upon the Leased Premises. Lessor agrees to provide Lessee an Asbestos Hazard Emergency Response Act (AHERA)-compliant asbestos management plan for the Leased Premises, upon request.

Lessee will at its sole expense keep and maintain in good repair the entire Leased Premises including, without limitation, interior walls, floors, ceilings, wiring, lighting, above-surfaced and/or above-slab plumbing and HVAC such that the Leased Premises are maintained in the same or substantially the same condition as they exist as of the commencement of the Lease Term. Lessor shall not be responsible for any repair or maintenance of any nature to the Leased Premises except for necessary repairs to the roof, but only to the extent total roof repairs or replacements exceed \$15,000.00 per year in aggregate for the entire Leased Premises, foundation, and structural elements of interior and exterior walls (not including doors, floors or stairs), and sub-surface and sub-plumbing. Notwithstanding the foregoing, Lessor shall not be obliged to make any repair unless it has been notified in writing by the Lessee of the need of such repair and shall have had a reasonable period of time to make such repair. Further, Lessor shall not be responsible for any repair it would otherwise be required to make pursuant to this section that are caused by the act(s) or negligence of Lessee or its members, employees, agents, students, guests and/or invitees, or any other persons permitted use of the Leased Premises by Lessee at any time, and Lessee hereby assumes the obligation for any such repairs. Lessor shall not be liable for any damage or loss resulting from leaks, stoppage of water, sewer or drains or any other defects in the Leased Premises. Lessor, its employees, agents, and/or contractors shall have the right to enter the Leased Premises at any reasonable time for the purpose of making any repairs it is obligated to pursuant to the terms set forth herein or for any repairs necessary for preservation of the Leased Premises.

- 10) **UTILITIES, ALARM MONITORING, GROUNDS UPKEEP AND JANITORIAL SERVICES.** Throughout the Term of this Lease Lessee shall maintain, and will be responsible for the full cost of, any and all necessary utilities to the Leased Premises including water, sewerage, gas, and electric current. If Lessee requires installation of any other utilities, including but not limited to internet, cable, or telephone service, Lessee shall be responsible for the cost thereof. Lessee shall be responsible for maintaining alarm and fire monitoring and to regularly maintain the grounds, including grass, shrubs and trees. Custodial service and supplies for the Leased Premises including entrances, exists, and lavatories, shall be provided by Lessee, at its sole cost and expense, on a regular and consistent basis.
- 11) **IMPROVEMENTS/PRIOR APPROVAL.** Lessee is obligated not to make any additions, alterations, or improvements whatsoever to the Leased Premises without Lessor's prior written consent, which consent shall be in Lessor's sole discretion and in

accordance with any instructions and/or obligations Lessor may require, including but not limited to, requiring performance and payment bonds.

If Lessor grants consent for any improvement(s) and/or alteration(s) hereunder, Lessee warrants that all improvement(s) and/or alteration(s) shall be performed in a good and workmanlike manner and in accordance with all applicable regulations and laws of the Parish of St. Charles, State of Louisiana, and any other applicable governing or licensing agency. Any work performed upon the Leased Premises shall be performed by a licensed contractor.

- 12) **OWNERSHIP OF IMPROVEMENTS.** Notwithstanding Louisiana Civil Code Article 2695 or any provision of Louisiana law to the contrary, any improvements, alterations, additions, permanent attachments, component parts, and permanent fixtures installed by Lessee in or about the Leased Premises shall, upon expiration or termination of this Lease for any reason, become the property of Lessor, and Lessor shall owe no compensation or payment therefore to Lessee. In the alternative, Lessor may require Lessee to remove any improvements, alterations, permanent attachments, component parts, and/or permanent fixtures installed by Lessee. Such removal shall be at the sole cost and expense of Lessee and Lessee shall be obligated to return the Leased Premises to Lessor in the same or better condition as it existed prior to any installation or alteration.
- 13) **LIENS, JUDGMENTS AND ENCUMBRANCES; DEFENSE, HOLD HARMLESS, AND INDEMNITY.** No consent of Lessor for Lessee to make improvements or repairs to the Leased Premises shall be deemed to permit Lessor's interest to become subject to labor or material liens. Lessee agrees to defend, indemnify, and hold Lessor harmless from and against the payment of all losses, damages, legal costs, and charges, inclusive of attorney's fees, incurred by Lessor or expended by Lessor in or about the prosecution or defense of any suit or other proceeding in the discharging of the Leased Premises, or any part thereof, from any lien, judgment, or encumbrance created, or permitted to be created, by Lessee upon or against the Leased Premises or against Lessee's leasehold estate, and also any costs and charges, inclusive of attorney's fees, incurred on account of proceedings by Lessor in obtaining possession of the Leased Premises after termination of the Lease by forfeiture or otherwise.
- 14) **LEASEHOLD MORTGAGE.** Lessee shall not mortgage or otherwise hypothecate its leasehold estate and/or its interest or rights hereunder, or any part thereof, without the written consent of Lessor, which consent shall be in Lessor's sole discretion.
- 15) **LIABILITY; INDEMNITY.** Lessor is not responsible for vices or defects, latent or otherwise, in the Leased Premises, or the consequences thereof. Lessor shall not be liable for any damage to person or property, regardless of cause, sustained by Lessee or its members, employees, agents, students, guests and/or invitees, or any other persons permitted use of the Leased Premises by Lessee at any time, while in or about the Leased Premises, and any such liability is assumed by Lessee. The foregoing assumption of

responsibility and liability by Lessee shall be fully co-extensive with the legal responsibilities of Lessor as to all persons and property.

Lessee agrees to defend, indemnify, and hold harmless Lessor and The Roman Catholic Church of the Archdiocese of New Orleans, and their members, directors, officers, employees, agents, successors, assigns, related entities, and their insurers and/or self-insurers from any and all claims, causes of action and/or lawsuits, judgments, damages, (including consequential damages), penalties, fines, liabilities, losses, costs, and expenses of any kind or nature that arise out of or are in anyway related to Lessee's use of the Leased Premises or this Lease, including but not limited to, any such claims, causes of action and/or lawsuits alleging bodily injury, personal injury, exposure to COVID 19 or any other contagious virus or disease, sexual misconduct, pain, mental anguish and/or death, and/or property loss or damage, arising from the negligence, intentional act(s), fault or willful misconduct of Lessee, its employees, members, agents, students, guests and/or invitees, or any other persons permitted use of the Leased Premises by Lessee at any time, premises liability and/or defects in the Leased Premises, or Lessee's performance of and/or failure to perform its obligations under this Lease, and to pay reasonable attorneys' fees related thereto.

Lessee acknowledges and agrees that, notwithstanding anything to the contrary in this Lease, for the purposes of this Section 15 the term Leased Premises shall include all Shared Use Areas and sidewalks, driveways and walkways servicing the Leased Premises.

This assumption of responsibility and liability by Lessee includes without limitation all liability assumable by Lessee under Louisiana Civil Code Article 2699 and Louisiana Revised Statute Section 9:3221. **LESSEE ACKNOWLEDGES THAT THIS LIABILITY AND INDEMNITY PROVISION IS AN ESSENTIAL ELEMENT OF THE CONSIDERATION OF THIS LEASE AND THAT THE LESSOR WOULD NOT HAVE ENTERED INTO THIS LEASE WITHOUT LESSEE AGREEING TO THIS PROVISION.**

Acknowledged \_\_\_\_\_

  
Lessee

For the purposes of this Section 15, the term Leased Premises shall under all circumstances be deemed to include all shared use areas and sidewalks, driveways, parking areas, and walkways servicing the Leased Premises.

- 16) **INSURANCE.** Lessee agrees to and shall at all times during the full term of this Lease and during the full term of any hold-overs, extensions, or other rental agreements carry and maintain at its own cost and expense a policy or policies of commercial general liability insurance with coverage against all claims for personal injury or injuries, including death and property damage occurring in, on, or about the Leased Premises, and coverage for damage to leased premises, such insurance to afford protection to the limits of not less than



\$1,000,000.00 Dollars combined single limit, per occurrence, and \$2,000,000.00 Dollars aggregate, in respect to injury to persons (including death), and in respect to property damage or destruction, including loss of use thereof. Lessee shall also maintain in full force a policy of insurance with coverage for sexual and physical abuse of minors with limits of not less than \$1,000,000.00 combined single limit, per occurrence, and \$2,000,000.00 Dollars aggregate. Notwithstanding the foregoing, in the event that Lessee maintains insurance with greater limits, this provision shall in no way be interpreted to limit Lessor's collection to the aforementioned required minimum required insurance limits, and Lessee shall be deemed to be contractually bound to provide insurance coverage to Lessor to the full limit of such policy. Said policy or policies of insurance shall name Lessor and The Roman Catholic Church of the Archdiocese of New Orleans as additional insureds, not merely as certificate holders, and such policy or policies shall be endorsed as such if necessary to provide such coverage. All such insurance shall be procured from an insurance company or companies satisfactory to Lessor. Said insurer(s) must be a Louisiana Admitted Insurer authorized to do business in the State of Louisiana with an A or A+ A.M. Best Rating. All such policies shall provide that the same may not be cancelled or altered except upon thirty (30) days prior written notice to Lessor. All such policies shall be primary to any insurance or self-insurance of Lessor and/or the Archdiocese and/or any self-insurance program which Lessor and/or the Archdiocese, may participate. Further, the insurance must not require waivers of subrogation of any kind by either Lessor or the Archdiocese.

Lessor makes no representation that the limits of liability specified to be carried by Lessee under the terms of this Lease are adequate to protect Lessee against Lessee's undertaking under this Lease, and in the event Lessee believes that any such insurance coverage called for under this Lease is insufficient, Lessee shall provide, at its own expense, such additional insurance as Lessee deems adequate.

Lessee understands that neither Lessor, its agents and/or representatives carries Hazard or Flood Insurance on Lessee's contents in the Leased Premises. Lessor is not responsible for damage or loss of Lessee's personal property. Lessor encourages Lessee to acquire adequate insurance to protect itself and its personal property. In the event that any loss, cost, damage or expense resulting from theft, fire or any other casualty or occurrence is incurred by Lessee, Lessee hereby releases Lessor from any and all liability it may have on account of such loss, costs, damage, or expense and waives any right of subrogation which might otherwise exist in, or accrue to, any person to the full extent of such losses, costs, damages, or expenses. Under no circumstances shall any insurance or self-insurance of Lessor inure to the benefit of Lessee.

- 17) **SAFE ENVIRONMENT**. Lessee agrees that it and any and all of its employees, volunteers, agents and/or representatives will abide by any and all laws in regard to abuse and/or neglect of children and, further, will abide by any and all policies of the Archdiocese of New Orleans, including but not limited to the policies in regard to abuse and/or neglect of minors, background checks, and the Archdiocese of New Orleans Safe Environment Program. Lessor reserves the right from time-to-time to have an auditor(s) of its choice to

audit Lessee for compliance with the above-referenced requirements, and Lessee's failure to comply therewith shall constitute an Event of Default, entitling Lessor to exercise any right(s) pursuant to this Agreement.

18) **SIGNS OR DECORATIONS.** Lessee is obligated not to display in, on, or above the Leased Premises any sign or decoration, the nature of which, in the sole discretion of Lessor, is dangerous, unsightly, or detrimental to the property or to Lessor. Before installation of any sign, Lessee shall provide to Lessor the proposed wording, location and design and a description of where/how any such sign will be affixed to the building for consideration and approval by Lessor. Lessee is obligated to promptly remove at or before the expiration of this Lease any and all signs placed in or upon any part of the Leased Premises and is obligated to pay the cost of said removal.

19) **SERVICE CHARGES AND ASSESSMENTS.** The Leased Premises presently are exempt from Louisiana ad valorem property taxes under Article 7, Section 21(B) of the Louisiana Constitution of 1974, as amended. Should, during the term of this Lease or any renewal thereof, the State of Louisiana, Parish of Orleans, or any other Louisiana state or municipal agency or entity, assess a tax, fee, ad valorem tax, or assessment on the Leased Premises based upon Lessee's Lease or use of the Leased Premises, Lessee shall be obligated, at its own expense, to pay said tax, fee or assessment, and Lessor shall have no responsibility in connection therewith. Lessor shall send all such bills which it receives to Lessee, and Lessee shall be obligated to timely pay the same, or Lessee shall be in default of this Lease.

Notwithstanding anything to the contrary, Lessee or Lessor shall retain the right to challenge any determination by any agency or entity that the Leased Premises is subject to any such tax, assessment, or fee. In the event that Lessor or Lessee challenges said tax, assessment, or fee the parties hereto agree to mutually cooperate with the efforts of each other in said challenge.

20) **DAMAGE BY FIRE OR OTHER CASUALTY.** If the Leased Premises are destroyed, or damaged to an extent so as to render it wholly unfit for the purposes for which it is leased, by fire or other casualty, this Lease shall automatically terminate, provided such destruction or damage is not caused by the act(s) or negligence of Lessee, its invitees, guests, agents, or servants, or in any way arising out of the Lessee's use of the Leased Premises. In such an event all insurance benefits pertaining to destruction of the Improvements or the Land shall be the property of Lessor, regardless of whether such insurance was obtained by Lessor or Lessee. If Lessee failed to provide insurance in the full amount specified herein, Lessee shall pay to Lessor the amount of the deficiency. The Lessee shall also pay to Lessor the amount of any deductible.

21) **DEFAULT BY LESSEE.**

This Agreement may be terminated as follows:

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- A. Either Lessee or Lessor may terminate this Agreement for cause if the party provides written notice to the other party (the "Defaulting Party") of a material breach of this Lease Agreement by the Defaulting Party (an "Event of Default"), and the Defaulting Party is unable to cure the material breach within ten (10) days of its receipt of the default notice, provided that if the nature of the default is such that it cannot reasonably be cured within ten (10) days, the Agreement will not terminate if the Defaulting Party commences to cure the default within such ten (10) day period and thereafter diligently pursues the cure to completion;
- B. Either party may terminate this Agreement for cause for the adjudication of the other party in bankruptcy, the appointment of a receiver, or the filing of a bankruptcy or receivership by or for the other party unless (in the case of a petition filed against the party) the same is dismissed within one hundred twenty (120) days after filing;
- C. Upon the occurrence of an Event of Default by Lessee, Lessor may elect any one of the following remedies:
- (i) To perform such covenant or agreement and, to the extent sums are expended in connection therewith, invoice Lessee for such sums due to Lessor;
  - (ii) To terminate this Agreement and/or Lessee's right of possession effective at the end of the cure period allowed above, so long as an Event of Default remains uncured, and retake possession of the Premises by proper eviction proceedings, reentry or otherwise;
  - (iii) To seek specific performance of the obligation of which Lessee is in default; or
  - (iv) If Lessee abandons the Premises, to re-enter and re-let the Premises.
- D. Either party's failure to strictly and promptly enforce any of its rights upon the occurrence of an Event of Default by the other party shall not operate as a waiver of the party's rights, regardless of any indulgences or extensions previously granted.
- E. This Agreement may be immediately terminated by Lessor if:
- (i) Lessee fails to comply with any Applicable Law; or
  - (ii) Lessee violates the use restrictions set forth in Sections 8 and 24(A) herein.
- 22) **SUBLEASE; ASSIGNMENT.** Lessee shall not assign, or permit any assignment by operation of law of this Lease or any interest hereunder, or sublet or permit the Leased Premises or any part thereof to be used by any party other than Lessee without the prior consent of Lessor, which consent will not be unreasonably withheld. If the Leased Premises or any part thereof is sublet, any such sublease agreement shall be approved by Lessor and

shall contain all of the provisions of this Lease. Regardless of Lessor's consent, no subletting or assignment shall release Lessee of Lessee's obligations or alter the primary liability of Lessee to perform all of its obligations under this Lease. In the event of default by any assignee or any sub lessee, Lessor may proceed directly against Lessee without the necessity of exhausting remedies against any assignee or sub lessee.

23) **SURRENDER OF PREMISES.** At the expiration of this Lease, or its termination for other causes, Lessee is obligated to immediately surrender possession of the Leased Premises to Lessor in the same or substantially the same condition it was taken. Lessor shall remove from the Leased Premises all personal belongings and any and all trash or other movable property brought into or upon the Leased Premises.

24) **RIGHT OF FIRST REFUSAL.**

In the event the Lessor shall receive a bona fide offer from a third party to purchase the Lessor's interest in the Leased Premises or any part thereof during the term of this Lease or any renewal hereof, and such offer to purchase shall be satisfactory to the Lessor, or in the event Lessor during the term of this Lease should make an offer to sell to a third party said premises or any part thereof, Lessor agrees to grant unto Lessee the right of purchasing Lessor's interest in the premises at the price and on the terms of the offer so made (provided the Lessee is not in default hereunder); said privilege to be given by notice as provided in this Lease sent to the Lessee requiring the Lessee to accept in writing and sign a suitable form of contract to purchase within a period of fifteen (15) days after mailing of such notice; and upon the exercise of said option of Lessee, the purchase of the Leased Premises shall be closed, with the delivery of a customary Louisiana Act of Cash sale, conveying a merchantable title to the premises and the payment of the consideration therefore by Lessee, within 45 days of the date of the agreement to purchase or such mutually agreeable time after the exercise of said option by Lessee.

If the Lessee does not accept such offer or execute such tendered contract within the respective periods, then Lessee's right herein shall thereupon be null and void, and Lessor shall be at liberty to sell the premises to any person or entity on the terms and conditions of the bona fide offer to purchase as aforesaid for a period of six (6) months after notice was given to Lessee of its right to purchase the Leased Premises.

Such sale to a third party shall be subject to this Lease and any present or future Leases of the premises and all of the terms, conditions and covenants of such Lease.

Lessee's right of first refusal shall not apply to: (i) a foreclosing lender (ii) purchase under foreclosure or through deed in lieu of foreclosure or (iii) any subsequent transferee after Lessor.

25) **OTHER PROVISIONS.**

- A) Lessee shall at all times responsibly monitor its employees, agents, guests and invitees for symptoms or suspected symptoms of COVID-19 in accordance with federal, state and local laws, guidelines and regulations. Lessee shall prevent any person with COVID symptoms from entering upon or remaining on any part of the Leased Premises and shall immediately report any suspected exposure the Lessor and to the appropriate authorities.
- B) The parties to this Lease understand and agree that the provisions herein shall, between them, have the effect of law, but in reference to matters not provided for herein, this Lease shall be governed by the laws of the State of Louisiana.
- C) Failure of Lessor to require strict performance by Lessee of any of the covenants, provisions, or conditions of this Lease, on one or more occasions, shall not constitute a waiver by Lessor of the right thereafter to require strict compliance with said covenants, provisions, and conditions.
- D) Unless otherwise specified, the following rules of construction and interpretation apply:
  - (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof;
  - (ii) use of the term "including" will be interpreted to mean "including but not limited to";
  - (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in this Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed;
  - (iv) exhibits, if any, are an integral part of this Agreement and are incorporated by reference into this Agreement;
  - (v) use of the terms "termination" or "expiration" are interchangeable;
  - (vi) reference to a default will take into consideration any applicable notice, grace and cure periods;
  - (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement;
  - (viii) the singular use of words includes the plural where appropriate and
  - (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.
- E) Any provisions of this Lease relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Lease that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.
- F) This Agreement may be executed in any number of counterparts, which taken together shall constitute one fully executed agreement.

- 26) **NOTICE.** All notices (including, without limitation, approvals, consents and exercises of rights or options) required or permitted to be given hereunder may be served by a party or

such party's attorneys (and may be given to the other party or its attorneys), shall be in writing and shall be deemed served, if by personal delivery or by facsimile, on the date the same is actually received by the addressee thereof, or if by mail, two business days after the same is deposited with the United States Postal Service (or its successors) for mailing by Certified Mail, Return Receipt Requested, posted fully prepaid, addressed as hereinafter set forth, or, if by overnight messenger service (e.g., Federal Express) on the date of delivery by such overnight messenger service to the address as hereinafter set forth. All notices shall be addressed as follows or to such other address as the party entitled to receive such notice may, from time to time hereinafter, designate by giving written notice pursuant hereto:

If to Lessor:

Sacred Heart of Jesus Roman Catholic Church  
Attn: Pastor  
401 Spruce Street  
Norco, LA 70079

If to Lessee:

St. Charles Parish Government  
Attn: Parish President w/ copy to the Chief Administrative Officer  
15045 River Road  
(LA 18)  
P. O. Box 302  
Hahnville, LA 70057

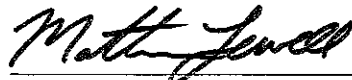
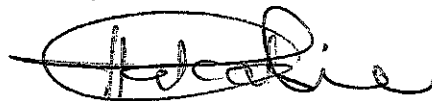
IN WITNESS WHEREOF, the Lessor and Lessee have caused this Lease to be executed on the dates set forth below and effective as of the last to sign.

**LESSOR**

**LESSEE**

**Sacred Heart of Jesus Roman Catholic,  
Norco, Louisiana**

**St. Charles Parish**



By: Rev. Edmond Akordor

By: Mathew Jewell, Parish President

Date: 5-6-21

Date: 5/5/21

# Exhibit "A"

## Sacred Hearth School/Church Property

401 Spruce Street  
Norco, LA 70079  
St. Charles Parish

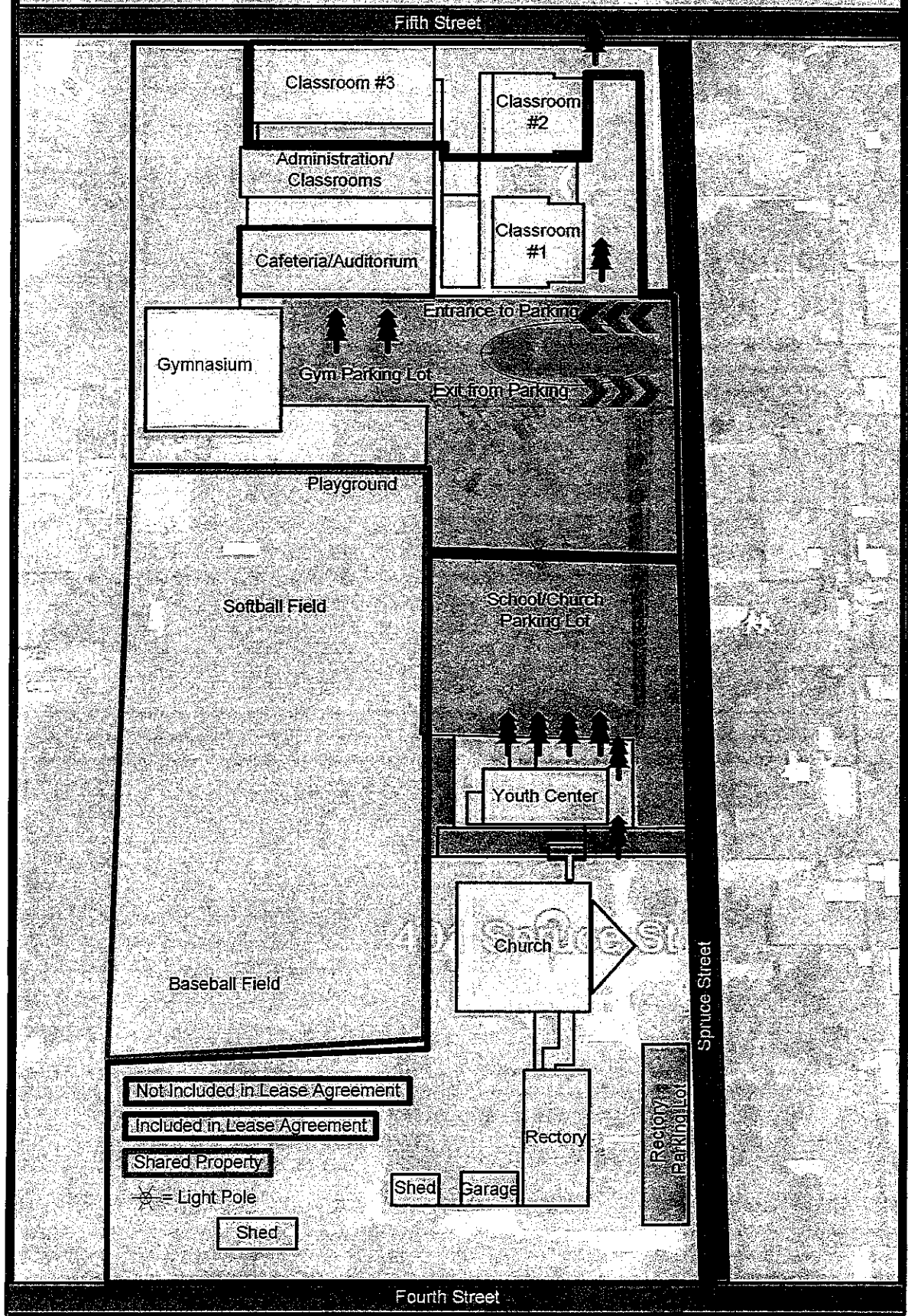


Exhibit B  
Permitted Use

- Main Building
  - Office space
  - Storage
  - Open accessibility to public/clientele (for viewing of resources, answering questions, and attendance of programs)
  - Program events, meetings, and workshops, which includes but is not limited to the following:
    - Archery workshops
    - Food preparation demonstrations
    - Fitness workshops
    - Teambuilding activities
    - Teen leadership projects
    - Service projects
    - Sewing workshops
    - Gardening
    - Award events / banquet
  - Note: LSU AgCenter Programs are ever changing to adjust to the needs of our clientele.
- Classroom Building (One classroom coordinated with Parish Government for storage)
  - Storage
- Use of green space
  - Archery
  - Gardening
  - Teambuilding
  - Service projects
  - Fitness
  - Workshops, programs
- Parking Lot
  - Parking for staff and public/clientele
  - Storage of utility trailer
  - Workshops, programs
- Other:
  - Playground equipment
  - Gym – potential occasional use through coordination with Parks and Rec
  - Cafeteria – potential occasional use through coordination with Church
- Other Recreational uses not noted above