

2001-0252

INTRODUCED BY: TERRY AUTHEMENT, COUNCILMAN, DISTRICT IV
ORDINANCE NO. 01-8-13

An ordinance to approve and authorize the execution of a Lease with Linda Dufrene wife of, and Richard P. Chiasson for a Public Playground in Bayou Gauche.

WHEREAS, St. Charles Parish is the owner of the Bayou Gauche Recreational Park located at 408 First Street in Bayou Gauche; and,

WHEREAS, it is the desire of the Parish to expand the Park on to the adjacent property located to the rear of the residence at 406 First Street; and,

WHEREAS, Mr. & Mrs. Richard P. Chiasson have agreed to lease said property to the Parish.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Lease between Linda Dufrene wife of, and Richard P. Chiasson and the St. Charles Parish Department of Parks and Recreation is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute the Lease on behalf of the St. Charles Parish Department of Parks and Recreation.

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

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

NAYS: NONE

ABSENT: FAUCHEUX

And the ordinance was declared adopted this 20th day of August, 2001, to become effective five (5) days after publication in the Official Journal.

Lease - Bayou Gauche Playground

CHAIRMAN: Barry Minnich
SECRETARY: Barbara J. Jant
DLVD/PARISH PRESIDENT: August 21, 2001
APPROVED: DISAPPROVED:

PARISH PRESIDENT: Albert O. Lopez
RETD/SECRETARY: August 22, 2001
AT: 9:20 AM RECD BY: [Signature]

LEASE AGREEMENT

This agreement is made and entered into on this 29th day of August, 2001, by and between:

LINDA DUFRENE, WIFE OF, AND RICHARD P. CHIASSON, 406 First Street, Bayou Gauche, Louisiana 70030, (hereinafter referred to as the "Lessor")

and

ST. CHARLES PARISH, a political subdivision of the State of Louisiana, through its Department of Parks and Recreation, a duly created Department in accordance with the St. Charles Parish Home Rule Charter, represented herein by Albert D. Laque, Parish President, P. O. Box 302, Hahnville, Louisiana 70057, (hereinafter referred to as the "Lessee")

WITNESSETH THAT:

WHEREAS, Lessor is the owner of certain property located behind 406 First Street, Bayou Gauche adjacent to the Bayou Gauche Recreational Park; and,

WHEREAS, Lessor has agreed to lease a portion of said property to the St. Charles Parish Department of Parks and Recreation to be used for a Recreation Park; said portion of property to be leased is described as follows:

A certain piece of portion of ground, together with all buildings and improvements thereon, the rights, ways, privileges, servitude's and advantages thereon belonging or in anywise appertaining situated in the Parish of St. Charles, State of Louisiana, on the right bank of the Mississippi River, and according to a sketch of survey attached hereto, the property leased is formerly a portion of Lots 956 and 957 of the Sunset Drainage District, St. Charles Parish, Louisiana, and designated as a portion of Lot A which measures 247.50' across the rear, 604.36' along Lot B-3A, 247.50' along the remainder of Lot A and 604.36' along Smith's Green Acres Subdivision.

Being a portion of the same property acquired by vendors from Glenda Matherne, by act before Lloyd Joseph Frickey, Notary Public, dated January 19, 1987, and recorded in COB 125576, St. Charles Parish, Louisiana.

NOW, THEREFORE, IT IS HEREBY AGREED, for and in consideration of the mutual agreements and covenants of the parties hereto, that:

1. Lessor agrees that:
 - (a) Lessor shall permit the construction and operation of a public Recreation Park containing the customary and ordinary types of facilities found in public parks on the above described property.
 - (b) This lease shall be for a term of twelve (12) months, beginning on July 1, 2001, and ending on June 30, 2002, for and in consideration of a monthly rental of five-hundred dollars (\$500.00), payable in advance, on the 1st day of each month at 406 First Street, Bayou Gauche, Louisiana 70030. Lessee shall have the option to renew this lease under the same terms for four (4) additional one year periods by giving Lessor thirty (30) days written notice prior to the anniversary date.
 - (c) This property is hereby offered for sale to Lessee, at any time during the term of this Lease, for a total sale price of \$112,184.32, less any lease payments made to the date of sale.
2. Lessee agrees that:
 - (a) Lessee shall construct any improvements in a good and workmanlike manner.
 - (b) Lessee shall operate and maintain the leased area in a neat, clean, and safe condition, free of any nuisance, and shall provide adequate policing of the park at all times during which it is open to the public.

- (c) Lessee shall indemnify and save harmless Lessor from and against any and all claims, suits, damages, costs (including attorney's fees), losses and expenses which it may hereafter suffer or pay out by reason of, resulting from, or arising out of the construction and operation of said park or the use of the leased area for public purposes.
- (d) Lessee shall at its sole cost and expense, but for the mutual benefit of both the Lessee and the Lessor, maintain personal injury and property damage liability insurance including coverage for contractual liability against claims for bodily injury, death or property damage with policy limits of not less than \$1,000,000 in respect of bodily injury or death to any one person, and of not less than \$1,000,000 and respect of any one accident.
- (e) That Lessee has examined and knows the present condition of said leased area and that no representations as to said area, or as to the condition, repair or suitability for use of any part thereof, have been or are made by Lessor, or anyone acting on Lessor's behalf, prior to the execution of the Agreement; it being expressly understood that Lessee takes and accepts said leased area on an "As is" basis.
- (f) That Lessor shall be under no obligation or duty to perform any alterations, repairs or maintenance to the said leased area.
- (g) It shall have the right to exercise the option stated in 1.(c) upon the adoption of an ordinance by the Parish Council approving an Act of Sale for said property.

THUS DONE AND SIGNED in the presence of the undersigned witnesses.

Paulette C. Johnson

LESSOR

Linda Dufrene Chiasson
LINDA DUFRENE CHIASSON

Richard P. Chiasson
RICHARD P. CHIASSON

Barbara J. Jost

LESSEE

Albert D. Laque
ST. CHARLES PARISH
DEPT. OF PARKS & RECREATION
By: ALBERT D. LAQUE
PARISH PRESIDENT

Valerie Berthelot