

## LEASE AGREEMENT

1) PARTIES: THIS LEASE, effective the \_\_\_\_ day of \_\_\_\_\_, 2015, and executed on the \_\_\_\_ day of \_\_\_\_\_, 2015, by and between **ELKINSVILLE CEMETERY ASSOCIATION (hereinafter "Lessor")**, a Louisiana non-profit corporation domiciled in St. Charles Parish, State of Louisiana, herein represented by Kathleen Evans, its President, and whose mailing address is P. O. Box 5, St. Rose, Louisiana, 70087, duly authorized by Resolution of the Board of Directors, a copy of which is attached hereto and made a part hereof, and **ST. CHARLES PARISH, (hereinafter "Lessee")**, a political subdivision of the State of Louisiana, herein represented by V.J. St. Pierre, Jr., its President, and whose mailing address is P. O. Box 302, Hahnville, Louisiana, pursuant to Ordinance No. \_\_\_\_\_ adopted by the St. Charles Parish Council on June \_\_, 2015, a copy of which is attached hereto and a part hereof,

### **WITNESSETH:**

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:

That piece or portion of ground being Lease Site SCP of Tract 5-A of Elkinsville Subdivision. Situated in Section 39, T-13-S, R-9-E, St. Rose, St. Charles Parish, Louisiana, according to survey by Stephen P. Flynn, P.L.S., dated February 28, 2015, and designated on said survey as "Lease Site SCP";

Commence at the northeast intersection of Short Street and Second Street thence proceed in a northeasterly direction along the north right of way of Short Street a bearing of N66°07'57"E a distance of 112.58' to a point;

Thence proceed in a northwesterly direction along the east line of Tract 5-A a bearing of N23°52'03"W a distance of 875.62' to a point;

#### **The Point of Beginning**

Thence proceed in a northwesterly direction along the east line of Lease Site SCP a bearing of N23°52'03"W a distance of 910.43' to a point;

Thence proceed in a southwesterly direction along the north line of Lease Site SCP being the south right of way of the Y.&M.V. Railroad a bearing of S48°57'09"W a distance of 117.84' to a point;

Thence proceed in a southeasterly direction along the west line of Lease Site SCP a bearing of S23°52'03"E a distance of 875.62' to a point;

Thence proceed in a northeasterly direction along the south line of Lease Site SCP a bearing of N66°07'57"E a distance of 112.58' to a point;

#### **The Point of Beginning**

2) TERM: The term of this lease is **480** months commencing \_\_\_\_ day of \_\_\_\_\_, **2015** and expiring \_\_\_\_ day of \_\_\_\_\_, **2055**;

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 **FIVE HUNDRED AND NO/100 \$ 500.00 DOLLARS** per month. One monthly installment of rent shall be due and payable on the date of execution of this lease by Lessee for the first month's rent and a like monthly installment shall be due and payable on or before the first day of each calendar month succeeding the "commencement date" during the term provided.

All rentals due under this lease are payable to the order of **ELKNSVILLE CEMETERT ASSOCIATION** and delivered to Lessor or his agent at **P. O. BOX 5, ST. ROSE, LOUISIANA, 70087**, or as Lessor or his succession representative may hereafter from time to time designate in writing.

4) **SECURITY DEPOSIT:** On the date of execution of this lease by Lessee, there shall be due and payable by Lessee a security deposit in an amount of \$ N/A to be held for the performance by Lessee of Lessee's covenants and obligations under this lease, it being 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, use the security deposit to the extent necessary to make good any arrears of rent and/or damage, injury, expense of 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:** Lessee hereby accepts the premises in their existing condition and assumes responsibility for the condition of the leased premises. Any improvements or alterations desired by Lessee shall be at Lessee's cost.

It is the intent of Lessee to construct a recreational playground on the premises. In the event the playground is not constructed within 5 years from the effective date of this lease, this lease shall be deemed rescinded and null and void at no costs to either party.

6) **KIND OF BUSINESS:** Lessee shall occupy the premises throughout the full term of the lease, and the principal business to be conducted is recreational. 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) **DELIVERY AT EXPIRATION OF LEASE:** At expiration of this lease, Lessee shall deliver to Lessor the premises in good order and condition and shall make good all damages to the premises, usual wear and tear damage by the elements excepted.

8) **LIEN FOR PAYMENT OF RENTAL:** Lessee hereby accepts that Lessor shall have the rights provided for protection of interests under Louisiana law, and in addition shall have a possessory lien on all goods located upon the premises for payment of all rental and other sums due by lessee to Lessor by reason of this lease.

9) **ASSIGNMENT AND SUBLETTING:** This lease may not be assigned, and the premises may not be sublet, partially or fully, without prior written consent of Lessor; such consent shall not be unreasonably withheld. Even in the event of permitted assignment or subletting, Lessee acknowledges that it shall remain fully responsible for compliance with all terms of the lease. Any sub-lessee occupying any part of this space shall, by the act of subletting formally or informally, assume all obligations of Lessee, whether or not Lessor knew of or approved or disapproved of such subletting.

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 five (5) days after written notice thereof by Lessor, or should Lessee fail to

comply with any of the other obligations of this lease, within twenty (20) days from the mailing by Lessor of notice demanding same, Lessor shall have the right, at Lessor's option (a) to cancel this lease, in which event there shall be due to Lessor as liquidated damages, a sum equal to the amount of the guaranteed rent for one year, or alternatively at Lessor's option to be reimbursed all actual cost incurred in reentering, renovating and re-letting said premises; (b) to accelerate all rentals due for the unexpired remaining term of this lease and declare same immediately due and payable; and/or (c) 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 time as deemed reasonable by Lessor as is necessary to cure such default may be granted to lessee, at Lessor's sole option and discretion.

Should Lessor terminate this lease as provided in this article, Lessor may re-enter said leased premises and remove all persons, or personal property, without legal process, and all claims for damages by reason of such reentry are expressly waived.

Lessor's failure to strictly and promptly enforce these conditions shall not operate as a waiver of Lessor's rights, Lessor hereby expressly reserving the right to always enforce prompt payment of rent, or to cancel this lease regardless of any indulgences or extensions previously granted.

In the event Lessee defaults in the performance of any of the terms, covenants, agreements or conditions contained in this lease and Lessor places the enforcement of this lease, or any part thereof, or the collection of any rent due or to become due hereunder, or recovery of the possession of the leased premises in the hands of an attorney, or files suit upon same, Lessee agrees to pay reasonable attorney's fees incurred by Lessor.

11) **CONDITION AND UPKEEP OF PREMISES:** Lessee will at Lessee's sole expense keep and maintain in good repair the entire leased premises.

12) **INSURANCE AND INDEMNITY:**

A. **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 lease 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 New Orleans Metropolitan Area, but in no event in amounts less than \$ \_\_\_\_\_ with respect to bodily injury or death to any one person, \$ \_\_\_\_\_ with respect to any one accident, and for property damage not less than \$ \_\_\_\_\_. Lessee shall deliver to Lessor evidence of such insurance and all renewals thereof.

B. **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.

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

E. **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, adjacent property, streets and sidewalks, or any act of operation on any thereof, or growing out of the demolition, construction, alteration or repair of any building thereon in any case without regard to whether such death, damage or injury resulted from the negligence of lessee or its sub lessees or their respective agents or employees or otherwise, and including without limitation such death, damage or injury as may have resulted from the sole or contributing negligence, act or omission of Lessor or their agents or employees for which Lessor may have any liability without fault. 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 impeded 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.

13) **UTILITIES:** All utility charges on the leased premises shall be paid by Lessee, including cost of heat, water, electric current, gas, garbage pickup, sewer and special fees.

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

15) **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 designed agents at the following addresses or at such other addresses as they may from time to time direct.

Lessor:       **ELKINSVILLE CEMETERY ASSOCIATION**  
                  **P. O. BOX 5**  
                  **ST. ROSE, LA 70087**

Lessee:        **ST. CHARLS PARISH**  
                  **P. O. BOX 302**  
                  **HAHVILLE, LA 70057**

16) **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.

17) **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 with the same rental fee and terms.

18) **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. The parties agree that any and all disputes arising out of the obligations created by this Lease Agreement shall be resolved in the 29th Judicial District Court for the Parish of St. Charles, State of Louisiana.

19) **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.

20) **BINDING ON HEIRS, ETC.:** It is further agreed by the parties to this lease that all of the

covenants and agreement enumerated herein shall be binding upon and insure to the benefit of both parties thereto and their respective legal representatives, heirs, successors and assigns throughout the life of this instrument.

21) **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. Neither the Lessor nor the Lessee shall have any interest or claim in the other's insurance policy or policies, or the proceeds thereof, unless specifically covered therein as a joint assured.

22) **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.

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

24) **LEASE RECORDATION:** Lessor may, but shall not be obligated to, record this lease. Lessee may not record this lease.

25) **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 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.

26) **COMPLIANCE WITH LAWS AND REGULATIONS:** LESSEE shall at its own cost and expense obtain any and all licenses and permits necessary of any such use. LESSEE shall comply with all government laws, ordinances and regulations applicable to the use of the Leased Premises, and shall promptly comply with all governmental orders and directives for the corrections, preventions and abatement of nuisances in, upon, or connected with the Leased Premises, all at LESSEE'S sole expense.

This lease is made and signed in triplicate, in the City of \_\_\_\_\_, State of Louisiana, this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

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

WITNESSES

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LESSOR

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LESSEE