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2000-0392

INTRODUCED BY: **ALBERT D. LAQUE**
PARISH PRESIDENT

ORDINANCE NO. 00-9-4

An ordinance to approve and authorize the execution of a Lease with Lois Deroche, wife of, and George T. Forrest for a Public Playground in Bayou Gauche.

WHEREAS, the St. Charles Parish Council adopted Ordinance No. 90-10-7 on October 1, 1990, and Ordinance No. 95-9-13 on September 18, 1995, which approved a lease with Mr. and Mrs. George T. Forrest for a playground in Bayou Gauche; and,

WHEREAS, the current lease will expire on September 30, 2000 and it is the Parish's intent to renew the lease.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Lease between Lois Deroche, wife of, and George T. Forrest and the St. Charles Parish Department of Parks and Recreation is hereby approved; and,

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:

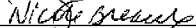
YEAS: RAMCHANDRAN, FAUCHEUX, FABRE, ABADIE, AUTHEMENT, BLACK, MARINO, MINNIEH

NAYS: NONE

ABSENT: HILAIRE

And the ordinance was declared adopted this 5th day of September, 2000, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 

Acting SECRETARY: 

DLVD/PARISH PRESIDENT: 9-6-00

APPROVED: DISAPPROVED:

PARISH PRESIDENT: 

Acting RETD/SECRETARY: 9-6-00

AT: 11:41 AM RECD BY: NB

LEASE AGREEMENT

This agreement is made and entered into on this 9th day of Sept, 2000, by and between:

LOIS DEROCHE, WIFE OF, AND GEORGE T. FORREST, 103 Luke Drive, 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 Chris A. Tregre, 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 at 410 First Street, Bayou Gauche adjacent to and to the rear of the Bayou Gauche Volunteer Fire Department; 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 or 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 supplied by Lessors, copy of which is attached hereto, the property leased is formerly a portion of Lot 957 of the Sunset Drainage District, Paradis, St. Charles Parish, Louisiana, and measures 97.75' front on First Street, by a depth along the side nearest Lot 956 of 937.16', by a width along the rear of 247.50', by a depth along Lot 958 of 599.74'; by a width along the rear of the lot shown or "Fire Department Parking and Street" of 147.50', and by a depth along marked "Street B-2" of 335'.

Being a portion of the same property acquired by vendors from Warren P. Matherne, by act before Charles C. Lagarde, Jr., Notary Public, dated September 11, 1975, and recorded in COB 50,264, 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 October 1, 2000 and ending on September 30, 2001, 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 103 Luke Drive, 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.

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 in 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.

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

LESSOR

Daniel J. Perroch

Lois Deroche Forrest
LOIS DEROCHE FORREST

Raynell J. Lyle

George T. Forrest
GEORGE T. FORREST

LESSEE

Carolyn H. Louvier

Albert D. Laque

ST. CHARLES PARISH
DEPARTMENT OF PARKS & RECREATION
By: ALBERT D. LAQUE
PARISH PRESIDENT

Nicole Brewer