

2000-0391

INTRODUCED BY: Albert D. Laque
Parish President

ORDINANCE NO. 00-9-3

An ordinance approving and authorizing the execution of a Lease Agreement between Frank J. Brisset and Debra B. Kaufman and St. Charles Parish for a road connecting Terrace Street and Clement Street in New Sarpy.

WHEREAS, there is a need for a connecting road between Terrace Street and Clement Street in New Sarpy to meet the needs of the citizens in that area; and,

WHEREAS, Frank J. Brisset and Debra B. Kaufman have agreed to allow the Parish to use a portion of his property for a public road.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Lease Agreement between Frank J. Brisset and Debra B. Kaufman and St. Charles Parish is hereby approved.

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

NAYS: MINNICH

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: 

RETD/SECRETARY: 9-6-00

AT: 11:41 AM RECD BY: NB

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE

ON July 1, 2021

AS ENTRY NO. 460291

IN MORTGAGE/CONVEYANCE BOOK

NO. 908 FOLIO 4

LEASE AGREEMENT

This agreement is made and entered into on this 9-7 day of 2002,
2000, by and between:

Frank J. Brisset, 544 West McAdoo street, New Sarpy,
Louisiana, 70047,

and

Debra B. Kaufman, 185 Vans Lane, Destrehan, Louisiana, 70047,

and

ST. CHARLES PARISH, a political subdivision of the State of
Louisiana, represented herein by Albert D. Laque, Parish President,
P.O. Box 302, Hahnville, LA 70057,

WITNESSETH THAT:

WHEREAS, Lessor is the owner of certain property located in
New Sarpy along the Illinois Central Gulf Railroad Tracks between
Terrace Street and Clement Street; and,

WHEREAS, Lessor has agreed to lease a portion of said property
to St. Charles Parish to be used as a public road; said portion of property
to be leased is described as follows:

That certain piece or portion of property, located in St. Charles Terrace
Annex Subdivision, being a part of Prospect Plantation, as per a plan by
H.O. Landry, dated May 6, 1930 New Sarpy commencing at the corner of
Annex Street and Square 4, Lot 34, thence proceeding approximately 78.2'
North East across the property identified as Yazoo & Mississippi Valley
Railroad to the Railroad Right of Way line; thence Southeast
approximately 175.93'; Along the Yazoo & Mississippi Valley Railroad
Right of Way (now the Illinois Central Railroad) thence South
approximately 79.66'; thence North approximately 178.50' along Square
3, Lot 32 and Annex Street to the point of beginning.

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 road on the
above described property.
 - (b) Lessor shall allow the use of the property rent free for the aforesaid purposes.
 - (c) Lessor shall have the right to terminate the lease upon ninety (90) days written
notice as provided herein.
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.

- (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 road 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) Lessee shall in no way seek to acquire, either by the Lessee or the public any right in the nature of an implied dedication to or easement by user for the public and that no dedication to public use shall be implied.
- (f) 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.
- (g) That Lessor shall be under no obligation or duty to perform any alterations, repairs or maintenance to the said leased area.
- (h) Lessor shall have the right to terminate this Agreement at any time by ninety (90) days written notice without liability, and that the Lessee shall upon notice from Lessor, vacate the Premises. Lessee shall leave Premises in a clean, neat, and safe, and orderly condition.

THUS DONE AND SIGNED in the presence of the undersigned witnesses on the date first written.

Timothy J. Vici

Palmer J. Chermis

Carolyn H. Louviere

Nicole Breau

LESSOR

Frank J. Brisset

Frank J. Brisset

Debra B. Kaufman

Debra B. Kaufman

LESSEE

Albert D. Laque

St Charles Parish

By: Albert D. Laque
Parish President