

ORDINANCE # - 2013-06
INTRODUCED BY Alexius
DATE INTRODUCED 3/5/13
ITEM NUMBER 2013-03-04
PUBLIC HEARING 4/2/13
ADOPTED/TABLED 1 4/2/13
EFFECTIVE 4/19/13
BOOK # _____ PAGE # _____
RECORDATION # 3
AMENDED BY ORDINANCE # _____
DATE AMENDED 4

ADOPTION **INTRODUCTION**

CITY OF COVINGTON

ORDINANCE NUMBER 2013-06

**AN ORDINANCE OF THE CITY OF COVINGTON
AUTHORIZING THE MAYOR TO EXECUTE A LEASE
WITH 3 G INVESTMENTS, LLC**

WHEREAS, the Covington City Council has held all public hearings required of it in accordance with law; and

WHEREAS, the Covington City Council deems that the execution of this lease is in the best interest of the health, safety and welfare of the citizens of Covington; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Covington, at its regular session convened, that the attached lease between the City of Covington and 3 G Investments, LLC is approved and the Mayor of the City of Covington is authorized to execute same on behalf of the City of Covington.

BE IT FURTHER ORDAINED that if any provision of this ordinance shall be held to be invalid, such invalidity shall not affect other provisions herein which can be given effect without the invalid provision and to this end the provisions of this ordinance are hereby declared to be severable.

This ordinance having been submitted in writing, having been read by title and adopted at a public meeting of the City Council of the City of Covington, State of Louisiana, was then submitted to an official vote as a whole, the vote thereon being as follows.

MOVED FOR ADOPTION by Coner, seconded by Wright.

YEAS: 6 NAYS: 0

ABSTAIN: 0 ABSENT: 1 (Rolling)

PASSED AND ADOPTED this 2nd day of April, 2013.

R. S. Sam O'Keefe
R.S. "SAM" O'KEEFE
COUNCIL PRESIDENT

Bonnie D. Champagne
BONNIE D. CHAMPAGNE
CLERK TO THE COUNCIL

1
2 Presented to the Mayor on this 4th day of April, 2013, at 9:00
3 o'clock A.M.
4

5
6 Bonnie D. Champagne
7 BONNIE D. CHAMPAGNE
8 CLERK TO THE COUNCIL
9

10
11 Approved or Vetoed by the Mayor on this 4th day of April,
12 2013.
13

14
15 Michael B. Cooper
16 MICHAEL B. COOPER
17 MAYOR
18
19

20
21 Received from the Mayor this 4th day of April, 2013, at 2:53
22 o'clock P.M.
23
24

25
26 Bonnie D. Champagne
27 BONNIE D. CHAMPAGNE
28 CLERK TO THE COUNCIL
29
30
31
32
33

LEASE

LESSOR:	3 G INVESTMENTS, LLC	UNITED STATES OF AMERICA
		STATE OF LOUISIANA
LESSEE:	CITY OF COVINGTON	PARISH OF ST. TAMMANY

Lease Agreement is made this the day of September 12, 2013 by and between **3 G Investments, LLC**, a Louisiana Limited Liability Company, appearing herein thru Blanche E. McCloskey, its manager, mailing address P O Box 399, Folsom, Louisiana 70437, herein referred as to **Lessor**, hereby leases unto the **City of Covington**, a Louisiana municipality, appearing herein thru Mayor Michael B. Cooper, its duly authorized Mayor, whose mailing address is 317 N. Jefferson Avenue, Covington, Louisiana 70433, herein referred as to **Lessee**:

RECITALS

1. Lessor is the sole owner of the property described below and desires to lease the property to a suitable lessee;
2. Lessee desires to lease the premises for the purpose of use and enjoyment by residents of the City of Covington;
3. The parties desire to enter a lease agreement defining their rights, duties and liabilities relating to the property.

SECTION ONE
SUBJECT AND PURPOSE

Lessor leases the land located in the City of Covington, St. Tammany Parish, State of Louisiana, and more particularly described as follows:

Beginning at the intersection of the southwesterly line of New Hampshire Street and the southeasterly line of Lockwood Street, said point being the northeasterly corner of **Lot 6 in Square 13, Division of St. John, Town of Covington**; thence southeasterly along said southwesterly line of New Hampshire Street, 100 feet, more or less, to a point on line that parallels with and 15 feet northeasterly from the centerline of said Railroad Company's main track; thence northwesterly along said parallel line, 104 feet, more or less, to the southeasterly line of Lockwood Street; thence northeasterly along said southeasterly line, 30 feet, more or less, to the point of beginning.

to Lessee's use as follows:

The City of Covington's use will be primarily aesthetic, that of maintaining a park-like atmosphere for the benefit and enjoyment of the residents of the City of Covington.

SECTION TWO
TERM AND RENT

Lessor demises the above premises for a term of the year commencing at October 1, 2013 and terminating on October 1, 2014 at the annual rental of THREE HUNDRED TWENTY-FIVE AND NO/100 (\$325.00) DOLLARS, payable yearly.

The lease shall automatically renew itself from year to year; unless Lessor notifies Lessee of cancellation in writing at least sixty (60) days before he wills such lease to end. This notification has the effect of cancellation after such time expires.

Lessee may cancel by notice of Lessor at least sixty (60) days before the end of the current – 1 – yearly term. Otherwise the renewal provision is effective.

St. Tammany Parish 114
Instrument #: 1916487
Registry #: 2259751 crt
09/17/2013 10:38:00 AM
MB CB X MI UCC

SECTION THREE
USE AND MAINTENANCE OF PROPERTY

Lessee, so long as it shall have the exclusive use of the property, shall maintain such property in a good, safe and substantial condition and use all reasonable precaution to prevent damage or injury to the demised property.

SECTION FOUR
LESSEE TO INSURE LEASED PREMISES

As additional rental for the demised premises, Lessee shall, keep and maintain at his cost, liability, fire and other casualty insurance during the term of this lease and for any terms renewed.

SECTION FIVE
QUIET ENJOYMENT

Lessor warrants that Lessee shall be granted peaceable and quiet enjoyment of the demised premises free from any eviction and interference by Lessor if Lessee pays the rent and other charges provided herein, and otherwise, fully performs the terms and conditions imposed on Lessee.

SECTION SIX
TOTAL AGREEMENT; APPLICABLE TO SUCCESSORS


This lease contains the entire agreement between the parties and cannot be changed or terminated except by written instrument subsequently executed by the parties herein.

SECTION SEVEN

This agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.


In witness whereof, the parties have executed this lease at Covington, Louisiana, the day and year first above written.

WITNESSES:


Pam S. Keller



Teresa Lewis

3/G INVESTMENTS, LLC

BY: 
Blanche E. McCloskey, Manager

CITY OF COVINGTON

BY: 
Michael B. Cooper, Mayor


Denise B. Windom, #69646
St. Tammany Parish Notary Public
My commission expires with life