

ORDINANCE # 2012-08  
INTRODUCED BY Alexius  
DATE INTRODUCED 3/6/12  
ITEM NUMBER 2012-03-01  
PUBLIC HEARING 4/3/12  
ADOPTED/TABLED 4/3/12  
EFFECTIVE 4/20/12  
BOOK # \_\_\_\_\_ PAGE # \_\_\_\_\_  
RECORDATION # 3  
AMENDED BY ORDINANCE # \_\_\_\_\_  
DATE AMENDED 4

**ADOPTION** **INTRODUCTION**

**CITY OF COVINGTON**

**ORDINANCE NUMBER 2012-08**

**AN ORDINANCE OF THE CITY OF COVINGTON  
AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT  
WITH BABY LEE 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 contract 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 contract between the City of Covington and Baby Lee 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 Rolling.

**YEAS:** 7                      **NAYS:** 0  
**ABSTAIN:** 0                      **ABSENT:** 0

**PASSED AND ADOPTED** this 3<sup>rd</sup> day of April, 2012.

Lee S. Alexius  
LEE S. ALEXIUS  
COUNCIL PRESIDENT

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

1  
2 Presented to the Mayor this 4<sup>th</sup> day of April, 2012, at 2:00 o'clock P.M.  
3  
4

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

10  
11 Approved  or Vetoed  by the Mayor on this 5<sup>th</sup> day of April, 2012.  
12  
13

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

18  
19 Received from the Mayor on the 5<sup>th</sup> day of April, 2012, at 10:30 o'clock  
20 A.M.  
21

22 Bonnie D. Champagne  
23 BONNIE D. CHAMPAGNE  
24 CLERK TO THE COUNCIL  
25  
26  
27  
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Lease of Property Agreement

Now come the City of Covington, a Home Rule Charter Municipality within the State of Louisiana (hereinafter "Lessee") and Baby Lee LLC, a Louisiana corporation domiciled in St. Tammany Parish ("Lessor") who wish to enter into a lease of the following property, to-wit:

In the Parish of St. Tammany, State of Louisiana, and more fully described as follows, to wit:

A certain piece or parcel of land situated in Square 13 of Division of St. John, Town of Covington, St. Tammany Parish, Louisiana; said land commencing at the corner of Lots Eight (8) and Nine (9) on New Hampshire Street, and running thence on a dividing line of Lots Eight (8) and Nine (9) and Ten (10) one hundred and twenty (120) feet to the corner of Lots Eight (8), Ten (10) and Eleven (11); thence along the rear line of Lot Eight (8) forty (40) feet to a stake; thence in a diagonal line across the Northwest corner of Lot Seven (7), Seventy-Five (75) feet to a stake, twenty (20) feet from the north line of Lot seven (7); thence Seventy-Five (75) feet along a line parallel to said Northern boundary of Lot Seven (7) to New Hampshire Street; thence one hundred (100) feet along New Hampshire Street to point of beginning as per survey and plat thereof made August 15<sup>th</sup>, 1914, by Mr. Howard Burns, Parish Surveyor, together with all buildings and improvements thereon.

LESS AND EXCEPT:

A CERTAIN PORTION OF GROUND, together with all buildings and improvements thereon and all the rights, ways, privileges, servitudes, prescriptions and advantages thereunto belonging or in anyway appertaining, situated in the Parish of St. Tammany, State of Louisiana, and more fully described as follows, to wit:

A certain piece or parcel of land situated in and being a part of lot 8, Square 13, Division of St. John, Town of Covington, St. Tammany Parish, Louisiana, said parcel of land commencing at the intersection of New Hampshire Street and Gibson Street and run in a northerly direction along the west line of New Hampshire Street a distance of 120.0 feet to the southeast corner of Lot 8, Square 13, Division of St. John and the point of beginning of the property herein conveyed.

From the said point of beginning, go in a northerly direction along the West side of new Hampshire Street in the direction of Lockwood Street a distance of 5 feet to a point; thence on a line parallel to Lockwood Street in the direction of Vermont Street a distance of 120 feet to a point; thence on a line parallel to new Hampshire Street in the direction of Gibson Street in the direction of New Hampshire Street a distance of 120 feet to the point of beginning heretofore set on New Hampshire Street.

Being a portion of the same property acquired by Warner Enterprises Partnership from Harry A. Warner, et al by Act of Exchange dated December 29, 1982, recorded at COB 1083, folio 701 of the official records of St. Tammany Parish, Louisiana.

All of which are included in the term property as used herein.

1. Lessor hereby leases to Lessee said Property for the purpose of Parking in connection with the Covington Trailhead.
2. The term of this lease is five years beginning March 1, 2012 and ending February 28, 2017.
3. In Consideration of said lease, Lessee covenants and agrees as follows:

St. Tammany Parish 33  
Instrmnt #: 1854369  
Registry #: 2141748 cbj  
05/08/2012 2:38:00 PM  
MB CB X MI UCC

- (a) To pay to Lessor for the possession and use of said Property for the purpose aforesaid, Two thousand four hundred dollars (\$2,400.00) per annum, paid on the first day of the lease, and on the one year anniversary of that date each year thereafter during the term of this lease;
- (b) To safely keep and carefully use the Property and not sell or attempt to sell, remove or attempt to remove, the same or any part thereof, except reasonably for the purpose aforesaid.
- (c) Lessee shall, during the term of this lease and until return and delivery of the Property to Lessor, abide by and conform to, and cause others to abide by and conform to, all laws, rules and regulations, including any future amendments thereto, controlling or in any manner affecting operation, use or occupancy of said Property or use of Trailhead premises by said Property.
- (d) Lessee accepts the Property in its present condition, and during the term of this lease and until return and delivery of the Property Lessor the Lessee shall maintain it in its present condition, reasonable wear and tear occurring despite standards of good maintenance of Property excepted, and shall repair at his own expense any damages to said Property caused by operation or use by lessee or by others during the term of this lease and until delivery of the Property to Lessor.
- (e) Neither Lessee nor others shall have the right to incur any lien against said Property, and Lessee agrees that neither he nor others will attempt to convey or mortgage or create any lien of any kind or character against the same or do anything or take action that might mature into such a lien.
- (f) Lessee shall be responsible and liable to Lessor for, and indemnify Lessor against, any and all damage to the Property, which occurs in any manner from any cause or causes during the term of this lease or until return and delivery of the Property to lessor up to the limits of Lessee's liability. Lessee shall be responsible and liable for, indemnify Lessor against, hold Lessor free and harmless from any claim or claims of any kind whatsoever for or from, and promptly pay any judgment for, any and all liability for personal injuries, death or property damages, or any of them, which arise of in any manner are occasioned by the acts or negligence of Lessee or others in the custody, operation or use of, with respect to, said Property, during the term of this lease or until return and delivery of the Property to Lessor.
- (g) Lessee will keep insured from and including this day until return and delivery of the Property to Lessor, in such company or companies as Lessor shall approve, according to applicable standard forms of policy, and for the benefit of Lessor, (1) against loss or damage from any cause or causes to the Property for the full value thereof in the amount of five hundred thousand (\$500,000.00) dollars, and (2) against liability for person injuries, death, or property damages, or any of them, arising or in any manner occasioned by the acts or negligence of Lessee or others in the custody, operation or use of, or with respect to said Property, in the amount of five hundred thousand (\$500,000.00) dollars relative to personal injuries and/or death and five hundred thousand (\$500,000.00) dollars relative to property damages.

(h) Lessee shall return and deliver, at the expiration of the term herein granted, the whole of said Property to the Lessor in as good condition as the same is, reasonable wear and tear excepted.

(i) It is mutually agreed that in the case Lessee shall violate any of the aforesaid covenants, terms and conditions Lessor may at his option without notice terminate this lease and take possession of said Property wherever found.

4. Lessee may, upon 90 days written notice to Lessor, terminate this lease at which time no further consideration shall be due beyond rental already paid.

Lessor, Baby Lee LLC  
#20-5305172

Baby Lee LLC  
by Julia Lee Bellini  
its Vice-President  
Date 5-3-12

Witness:  
[Signature]

Witness:  
[Signature]

Lessee, City of Covington

[Signature]  
by Mike Cooper, its Mayor

Date 4/4/12

Witness:  
[Signature]

Witness:  
[Signature]