

LAFOURCHE PARISH COUNCIL
OCTOBER 11, 2011
UNANIMOUS AGENDA

A. PROPOSED ORDINANCES:

1. PROPOSED ORDINANCE rescinding Ordinance No. 5015 that approved a boat launch facility, road right-of-way and canal use lease agreement between Little Lake Land Company, General Agricultural Services, LLC, and Lafourche Parish Government.
(R. DOUCET FOR ADMINISTRATION)

2. PROPOSED ORDINANCE approving the attached boat launch facility, road right-of-way and canal use lease agreement between Little Lake Land Company, General Agricultural Services, LLC, and Lafourche Parish Government and authorizing the Parish President to sign, execute, and administer said agreement and any and all relevant documents. (R. DOUCET FOR ADMINISTRATION)

The following ordinance was introduced by _____ in regular session convened on _____.

PROPOSED ORDINANCE

The following ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____.

ORDINANCE NO. _____

ORDINANCE RESCINDING ORDINANCE NO. 5015 THAT APPROVED A BOAT LAUNCH FACILITY, ROAD RIGHT-OF-WAY AND CANAL USE LEASE AGREEMENT BETWEEN LITTLE LAKE LAND COMPANY, GENERAL AGRICULTURAL SERVICES, LLC, AND LAFOURCHE PARISH GOVERNMENT.

WHEREAS, said Boat Launch Facility, Road Right-of-Way and Canal Use Lease Agreement referenced an operating agreement that Administration does not recommend approving; and

WHEREAS, a new Boat Launch Facility, Road Right-of-Way and Canal Use Lease Agreement will be placed before Council for approval; and

WHEREAS, this ordinance does hereby rescind in its entirety, Ordinance No. 5015 that approved the Boat Launch Facility, Road Right-Of-Way and Canal Use Lease Agreement; and

WHEREAS, this ordinance was sponsored for Administration by Mr. Rodney Doucet, Councilman, District 8; and

WHEREAS, it is recommended by the Administration of the Lafourche Parish Government that the Council rescind Ordinance No. 5015 that approved the Boat Launch Facility, Road Right-of-Way and Canal Use Lease Agreement with Little Lake Land Company and General Agricultural Services, LLC.



THEREFORE BE IT ORDAINED, that the Lafourche Parish Council convened in Regular Session on _____, and hereby rescinds Ordinance No. 5015 that approved the Boat Launch Facility, Road Right-of-Way and Canal Use Lease Agreement with Little Lake Land Company and General Agricultural Services, LLC.

BE IT FURTHER ORDAINED, that a certified copy of this Ordinance shall be forwarded to Little Lake Land Company, Post Office Box 489, Beatrice, Nebraska 68310 Attn: William Scully; General Agricultural Services, LLC, Post Office Box 489 Beatrice, Nebraska 68310 Attn: William A. Scully; Lafourche Parish Government Department of Public Works, Office of Risk Management, and the Office of the Parish Administrator.

BE IT FURTHER ORDAINED, that;

SECTION 1. If any provision or item of this ordinance or the application thereof is held invalid, such invalidity shall not effect other provisions, items or application of this ordinance which can be given affect without the invalid provisions, items or application, and to this end the provisions of this ordinance are declared severable.

SECTION 2. All Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

SECTION 3. This Ordinance shall be published in the Official Journal of the Lafourche Parish Council in the manner provided by law.

SECTION 4. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

SECTION 5. This Ordinance shall become effective on the tenth day after final publication.

**LOUIS RICHARD, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**

.....
Delivered to the Parish President on

_____, 2011, at _____, __.m.

APPROVED: _____

VETOED: _____

Charlotte A. Randolph
Lafourche Parish President

Returned to the Council Clerk on

_____, 2011, at _____, __.m.



I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No._____, enacted by the Assembled Council in Regular Session on _____, at which meeting a quorum was present, and was finally adopted on _____.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____,
DAY OF _____, 2011.

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

The following ordinance was introduced by _____ in regular session convened on _____.

PROPOSED ORDINANCE

The following ordinance, having been previously introduced and published, was offered for final adoption by _____, seconded by _____.

ORDINANCE NO. _____

ORDINANCE APPROVING THE ATTACHED BOAT LAUNCH FACILITY, ROAD RIGHT-OF-WAY AND CANAL USE LEASE AGREEMENT BETWEEN LITTLE LAKE LAND COMPANY, GENERAL AGRICULTURAL SERVICES, LLC, AND LAFOURCHE PARISH GOVERNMENT AND AUTHORIZING THE PARISH PRESIDENT TO SIGN, EXECUTE, AND ADMINISTER SAID AGREEMENT AND ANY AND ALL RELEVANT DOCUMENTS.

WHEREAS, proper drainage is a fundamental necessity in ensuring the health, safety, and welfare of the people of Lafourche; and

WHEREAS, access to private properties if often necessary in the maintenance of drainage channels; and

WHEREAS, the term of this lease agreement shall be for a period of ten (10) years from the date hereof with one (1) option to renew this lease for one additional period of ten (10) years; and

WHEREAS, this ordinance was sponsored for Administration by Mr. Rodney Doucet, Councilman, District 8; and

WHEREAS, it is recommended by the Administration of the Lafourche Parish Government that the Council approves the Boat Launch Facility, Road Right of Way and Canal Use Agreement with Little Lake Land Company and General Agricultural Services, LLC and authorizes the Parish President to sign, execute and administer any and all relevant documents.



THEREFORE BE IT ORDAINED, that the Lafourche Parish Council convened in Regular Session on _____, and hereby approves the Boat Launch Facility, Road Right of Way and Canal Use Agreement with Little Lake Land Company and General Agricultural Services, LLC and authorizes the Parish President to sign, execute and administer any and all documents; and

BE IT FURTHER ORDAINED, that a certified copy of this Ordinance shall be forwarded to Little Lake Land Company, Post Office Box 489, Beatrice, Nebraska 68310 Attn: William Scully; General Agricultural Services, LLC, Post Office Box 489 Beatrice, Nebraska 68310 Attn: William A. Scully; Lafourche Parish Government Department of

Public Works, Office of Risk Management, and the Office of the Parish Administrator;
and

BE IT FURTHER ORDAINED, that;

SECTION 1. If any provision or item of this ordinance or the application thereof is held invalid, such invalidity shall not effect other provisions, items or application of this ordinance which can be given affect without the invalid provisions, items or application, and to this end the provisions of this ordinance are declared severable.

SECTION 2. All Ordinances by the Lafourche Parish Council conflicting with or inconsistent with the provisions of these regulations are hereby repealed.

SECTION 3. This Ordinance shall be published in the Official Journal of the Lafourche Parish Council in the manner provided by law.

SECTION 4. This Ordinance, having been submitted in writing, having been read and adopted by sections at a public meeting of said council, was then submitted to an official vote as a whole, the vote thereon being as follows:

YEAS:

NAYS:

ABSENT:

NOT VOTING:

SECTION 5. This Ordinance shall become effective on the tenth day after final publication.

**LOUIS RICHARD, CHAIRMAN
LAFOURCHE PARISH COUNCIL**

**CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL**



Delivered to the Parish President on

_____, 2011, at _____, __.m.

APPROVED: _____

VETOED: _____

Charlotte A. Randolph
Lafourche Parish President

Returned to the Council Clerk on

_____, 2011, at _____, __.m.



I, CARLEEN B. BABIN, Council Clerk for the Lafourche Parish Council, do hereby certify that the foregoing is a true and correct copy of Ordinance No._____, enacted by the Assembled Council in Regular Session on _____, at which meeting a quorum was present, and was finally adopted on _____.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____,
DAY OF _____, 2011.

CARLEEN B. BABIN, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL

DATE PUBLISHED: _____

DATE EFFECTIVE: _____

**BOAT LAUNCH FACILITY, ROAD
RIGHT-OF-WAY AND CANAL USE LEASE**

This AGREEMENT (“Agreement”) is made and entered into effective this ____ day of

_____ 2011 (the “Effective Date”) by and between:

LITTLE LAKE LAND COMPANY (“LITTLE LAKE”), a Delaware Corporation, duly authorized to do and doing business in the State of Louisiana, whose mailing address for the purposes of this Agreement is P.O. Box 489, Beatrice, Nebraska 68310,

and

GENERAL AGRICULTURAL SERVICES LLC (“GAS”), a Delaware limited liability company, formerly General Agricultural Services, Ltd. (Limited Partnership), duly authorized to do and doing business in the State of Louisiana, whose mailing address for the purposes of this Agreement is P.O. Box 489, Beatrice, Nebraska, 68310,

LITTLE LAKE and GAS being hereinafter collectively referred to as “LESSORS”

and

LAFOURCHE PARISH GOVERNMENT (“GOVERNMENT”), the governing authority of the Parish of Lafourche, State of Louisiana, appearing herein through its Parish President, Charlotte A. Randolph, duly authorized to act by virtue of a Resolution of that body, enacted in Regular Session, a certified copy of which is attached hereto, whose mailing address for the purposes of this Agreement is P.O. Drawer 5548, Thibodaux, Louisiana 70302, hereinafter referred to as “LESSEE”,

the particular terms and conditions of which are the following:

1. Lessors, for the consideration hereinafter expressed and on the terms and conditions hereinafter set forth, do hereby lease, let and demise unto Lessee, its successors and assigns, the following described property situated in the Parish of Lafourche, State of Louisiana, to-wit:

TRACT I:

Commencing at the Northwest corner of Section 6, Township 18 South, Range 22 East, Lafourche Parish, La; thence South 128.47

feet; thence East 745.70 feet to the Place of Beginning, said Place of Beginning having Louisiana Lambert Plane Co-ordinate values of X = 2,336,226.43 and Y = 323,900.31; thence South 87 degrees 06 minutes 30 seconds East 72.00 feet; thence South 02 degrees 53 minutes 30 seconds West 58.00 feet to the North right-of-way of a proposed road; thence North 87 degrees 06 minutes 30 seconds West 72.00 feet on and along said right-of-way; thence North 02 degrees 53 minutes 30 seconds East 58.00 feet to the Place of Beginning, containing 0.096 acres, more or less, and being part of Section 6, Township 18 South, Range 22 East, Lafourche Parish, La.;

TRACT II:

Commencing at the Northwest corner of Section 6, Township 18 South, Range 22 East, Lafourche Parish, La.; thence South 219.99 feet; thence East 813.17 feet to the Place of Beginning, said Place of Beginning having Louisiana Lambert Plane Co-ordinate values of X = 2,336,293.90 and Y = 323,808.79 and being in the South right-of-way of a proposed road; thence South 87 degrees 06 minutes 30 seconds East 400.00 feet on and along said right-of-way; thence North 02 degrees 53 minutes 30 seconds East 245.00 feet to the Place of Beginning, containing 2.250 acres, more or less, and being part of Section 6, Township 18 South, Range 22 East, Lafourche Parish, La..

2. The land herein leased and described in Tract I above shall be used by Lessee, its successors or assigns, for the sole purpose of maintaining and operating a boat launch facility. The land herein leased and described in Tract II above shall be used by Lessee, its successor or assigns, for the sole purpose of maintaining an operating a parking area for use in connection with Lessee's operation of the aforesaid boat launch facility.
3. The consideration for this lease, which is accepted by Lessors as full and adequate consideration for all rights herein granted, including the options hereinabove provided, is TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration the receipt of which is hereby acknowledged by Lessors.
4. Lessors further lease, let and demise unto Lessee, its successors and assigns, during the term of this lease, (i) a public right-of-way which is more particularly shown on the plat annexed hereto and made a part hereof as Exhibit "B", and which is more particularly described as follows, to-wit:

Beginning at a point having Louisiana Lambert Plane Co-ordinate values of X = 2,324,775.76 and Y = 319,645.05, said point being 4109.75 feet South and 83.04 feet West of the Northeast corner of Section 46 Township 18 South, Range 21 East, Lafourche Parish, La.; thence North 88 degrees 35 minutes 22 seconds East 176.26 feet; thence North 83 degrees 59 minutes 58 seconds East 436.69 feet; thence North 88 degrees 29 minutes 53 seconds East 2104.74 feet; thence South 77 degrees 44 minutes 29 seconds East 163.79 feet; thence South 89 degrees 26 minutes 16 seconds East 128.48 feet; thence South 00 degrees 19 minutes 45 seconds East 758.70 feet; thence South 03 degrees 32 minutes 09 seconds East 573.04 feet; thence North 88 degrees 07 minutes 19 seconds East 2410.46 feet; thence South 81 degrees 14 minutes 06 seconds East 188.19 feet; thence North 84 degrees 31 minutes 06 seconds East 122.53 feet; thence North 02 degrees 41 minutes 55 seconds West 128.06 feet; thence North 07 degrees 25 minutes 32 seconds West 204.04 feet; thence North 01 degrees 24 minutes 48 seconds West 3299.09 feet; thence North 01 degrees 40 minutes 57 seconds West 1583.34 feet; thence North 88 degrees 27 minutes 13 seconds East 1240.75 feet; thence North 76 degrees 56 minutes 00 seconds East 126.08 feet; thence North 88 degrees 40 minutes 56 seconds East 3608.95 feet; thence North 83 degrees 48 minutes 09 seconds East 220.44 feet; thence South 89 degrees 33 minutes 54 seconds East 147.24 feet; thence North 82 degrees 55 minutes 17 seconds East 166.87 feet; thence North 87 degrees 06 minutes 30 seconds East 817.02 feet to a point having Louisiana Lambert Plane Co-ordinate values of X = 2,336,694.15 and Y = 323,803.59;

and (ii) the use of Lessors' private canal, known as "Clovelly Canal", by boats using the aforementioned boat launch facility, all as is more particularly shown in red on the plat annexed hereto and made a part hereof as Exhibit "C", said land and canal being situated in the Parish of Lafourche, State of Louisiana.

5. Lessee hereby agrees to construct and maintain, during the term of this lease, a road or street over the aforesaid right-of-way, which said road or street shall be constructed of asphalt, gravel, shell or other suitable building material to be selected by Lessee in its discretion. In addition, Lessee hereby agrees to construct and maintain, during the term of this lease, all such bridges and drainage canals, including culverts, as may be necessary or needed in connection with Lessee's use and operating of the premises herein lease, or the rights herein granted.
6. Lessee shall have the right to construct and erect upon the leased premises, at its sole expense, such building and improvements as it shall deem fit and proper, provided that all laws, ordinances, rule and regulations of the United States of America, State of Louisiana and any other governmental or public authority relating to such construction shall be observed by Lessee. Any signs which may

be erected on the leased premises shall be subject to prior approval by Lessors, provided that Lessors shall not unreasonably withhold such approval.

7. Lessee shall maintain all buildings and improvements presently located on or subsequently erected upon the leased premises in reasonably good condition, ordinary wear and tear excepted, and Lessee shall make, at its own expense, all repairs, whether minor, structural or otherwise, which is shall deem necessary to be made to all such buildings or improvements. Should any building or improvement located upon the leased premises be damaged by fire, water, storm, cyclone or other casualty, Lessee agrees to commence the repair of any such building or improvement within a period of thirty (30) days after such damage shall occur, or, in the alternative, and at the option of Lessee, to commence the demolition of said damaged buildings or improvements within the period of three (3) months and to prosecute the said demolition with due diligence.
8. The term of this lease shall be for a period of ten (10) years from the date hereof, together with one (1) option in favor of Lessee, its successors or assigns, to renew this lease for an additional period of ten (10) years.
9. Upon termination of this lease by default, lapse of time or for any cause whatsoever, Lessee will at once surrender the above described premises, together will all buildings and improvements thereon, but excluding movable property, and thereupon all buildings and improvements then standing upon the said leased premises shall belong to Lessors, and no compensation shall be allowed in payment therefore.
10. Lessors reserve the right for themselves their lessees and assigns, to enter upon the land and explore for oil, gas sulphur and other minerals by whatever method or process Lessors, its lessees and assigns, may elect to use, and reserve all rights of ingress and egress for exploiting, developing, storing and removing oil, gas, sulphur and other minerals from the said land, and particularly reserve the right of digging canals and erecting surface and/or underground storage tanks, and of constructing roads upon or pipelines in or on the said land.
11. The rights of Lessee under this lease shall at all times be held by Lessee subject, subordinate and inferior to any present or future contract affecting said property; and this lease shall not vest in, or even be construed to vest in Lessee any right, title or interest in or to the fee ownership of or any mineral or mineral rights in, on, or under or in respect to the property herein leased, nor as requiring the consent of Lessee to any lease, grant or other contract affecting the mineral or mineral rights in, on, under or in respect to the said property; not shall this lease vest in or ever construed to vest in Lessee any rights to hunt, fish, trap or otherwise take capture wildlife, game or fish from or on said property.
12. Lessee understands and acknowledges that Lessors currently use the lands in the vicinity of the property herein leased for agricultural purposes. In the event

Lessors' use of such property changes which, in turn, requires or necessitates a relocation of the public right-of-way referred to in Paragraph 4 above and the road or street referred to in Paragraph 5 above, then Lessors hereby agree to lease, let and demise unto Lessee, its successors and assigns, during the remaining term of this lease a suitable substitute right-of-way across Lessor's property at a location fixed and determined by Lessors in their sole discretion. In connection therewith, Lessors agree to construct a substitute road or street over any such right-of-way of asphalt, gravel, shell, or other suitable building material to be selected by Lessors in their sole discretion. The cost of maintaining any such road or street subsequent to its construction shall be borne entirely by Lessee during the term of this lease.

13. This lease is specifically made without any warranty whatsoever.
14. Lessee shall indemnify Lessor against, and shall release, protect, and hold Lessor harmless, from any claim or damages on account of bodily or personal injury, including death, to any person whomsoever, and any loss of or damage to any property whatsoever, arising out of the use, construction, maintenance, or operation of Lessee's facilities located on the premises herein described and granted; provided, however, that Lessee shall not be responsible for any claims or damages on account of bodily or personal injury, including death, to any person whomsoever, or for any loss of or damage to any property whatsoever, caused by the sole negligence of Lessor, its agents, servants, employees, officers, invitees, and/or licensees on the leased premises. Lessee hereby obligates itself during the term of this Lease to carry Owners', Landlords' and Tenants' liability insurance with limits of One Million and 00/100 (\$1,000,000.00) Dollars for any one person, and Five Million and 00/100 (\$5,000,000.00) Dollars for any one accident or occurrence. Lessee hereby agrees to furnish annual evidence of such insurance coverage to Lessors by mailing copies of the appropriate insurance certificates at the respective addresses listed hereinabove upon written request.
15. Lessee shall keep the area around the boat launch facility, the parking area and the access road clean and free of trash and debris, and shall remove same from the lands owned by Lessors. Specifically, Lessee shall provide sufficient trash receptacles for use by the public and shall provide for at least one weekly trash pickup for said receptacles. In addition, Lessee shall be responsible for the erection and maintenance of appropriate road signs which direct traffic through Lessors' property to the said boat launch facility and adjacent parking area. Lessee shall also erect, post and maintain at its expense "No Trespassing" and "No Dumping" signs, together with any other signs for the protection of Lessors' property as may be deemed necessary by Lessors. Said protective signs shall be placed by Lessee at locations to be designated by Lessors. .
16. This lease shall not be transferred, assigned or subleased, in whole or in part, to any individual or private partnership, firm, association or corporation. Lessee shall have the right to transfer, assign, or sublease this lease, in whole or in part,

to the State of Louisiana or any agency or political subdivision thereof; provided, however, that Lessee shall first obtain the written consent of Lessors to any such transfer, assignment or sublease, which consent shall not be reasonably withheld.

- 17. Should Lessee at anytime violate any of the conditions of this Lease, or discontinue the use of the premises for the purpose for which they are herein leased, or fail to pay the rent or other expenses and obligations assumed under this Lease punctually at maturity as stipulated.
- 18. Lessors and Lessee agree that this Lease or copy hereof, shall not be recorded in the public records of Lafourche Parish, Louisiana; however, a Memorandum of Lease may be recorded by Lessee. Upon expiration or termination of this Lease for any cause, Lessee shall within sixty (60) days furnish Lessors a fully executed copy of an instrument sufficient to terminate the effect of any such Memorandum of Lease complete with recordation data from the Parish of Lafourche, Louisiana.
- 19. The provisions thereof shall extend to be binding upon the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF, this instrument is executed by the parties hereto in the presence of the undersigned competent witnesses, on this _____ day of _____, 2011.

WITNESSES:

LITTLE LAKE LAND COMPANY

By: _____
William Scully
Its: President

GENERAL AGRICULTURAL SERVICES LLC

By: _____
William A. Scully
Its: President

LAFOURCHE PARISH GOVERNMENT

By: _____
Charlotte A. Randolph
Its: President