



ST. JOHN

THE BAPTIST PARISH

1801 W. Airline Highway
LaPlace, LA 70068
(985) 652-9569

FARM/AGRICULTURAL LEASE AGREEMENT

This Real Estate Lease Agreement ("Agreement" and/or "Lease"), made effective on the 8th day of August 2017, between the St. John the Baptist Parish Governing Authority (the "Parish" and/or "Lessor"), a political subdivision of the State of Louisiana, herein represented by its Parish President, Natalie Robottom, through a duly passed ordinance of the St. John the Baptist Parish Council attached hereto and made a part of this Agreement, and M Hymel Sons, Inc. ("Lessee"), attached hereto and made a part of this Agreement, contractually binds these entities in the particular manners below, in efforts to accomplish the stated public purposes. the St. John the Baptist Parish Governing Authority (the "Parish" and/or "Lessor"), a political subdivision of the State of Louisiana, herein represented by Parish President, Natalie Robottom, through a duly passed ordinance of the St. John the Baptist Parish Council attached hereto and made a part of this Agreement, and M Hymel Sons, Inc., ("Lessee"), attached hereto and made a part of this Agreement, seeks to contractually bind these entities in the particular manners below.

WITNESSETH:

WHEREAS, Article IV, Section A (13) of the St. John the Baptist Parish Home Rule Charter requires an ordinance when the Parish "conveys or leases or authorizes a conveyance or lease of immovable property"; and
WHEREAS, Ordinance Number 17-32, authorizing the Parish President to execute a lease agreement with Lessee for Parish owned immovable property.

The subject property to be leased in this agreement is: *"A certain tract of land owned by St. John the Baptist Parish, bordered on the West side by the Aswad property 3483 Highway 18; bordered by the East side of property located at 3393 Highway 18; bordered on the North by the St. John the Baptist Parish Recreational Park; bordered on the South by Union Pacific Railroad track."*

This is approximately 51.6 acres of land which was duly passed by the Parish Council on August 8, 2017; and

NOW THEREFORE, in accordance with, and in furtherance of the above-recited **Whereas** provisions, the Lessor and Lessee agree to bind themselves under the terms of this *Real Estate Lease Agreement*, as fully detailed below.

1. PROPERTY

The subject property A certain tract of land owned by St. John the Baptist Parish, bordered on the West side by the Aswad property 3483 Highway 18; bordered by the East side of property located at 3393 Highway 18; bordered on the North by the St. John the Baptist Parish Recreational Park; bordered on the South by Union Pacific Railroad track. This is approximately 51.6 acres of land.

2. TERM

This agreement shall be effective as of August 9, 2017 through August 9, 2027, for a total of ten (10) years with an option to renew the lease at the end of the 10-year term for an additional ten (10) years if agreed to by both parties. All extensions shall be under the same terms and conditions as the lease being extended.

3. RENT

Rent shall be comprised of money and services. Lessee agrees to pay **\$56.10/Annually** for the first three (3) years with the first year's payment due at the time of the lease signing and the remaining payments due on **August 9th of each subsequent year**. Beginning in the fourth year, August 9, 2021, Lessee agrees to pay 14% of all sugarcane proceeds and \$30/acre per acre on any soybean crop rotated with sugarcane until this Agreement is terminated in accordance with the terms herein, or through another lawful mechanism. Lessor shall tender certified funds in the first three (3) years in the amount of \$56.10/annually made payable to "St. John the Baptist Parish Government", with the memo section of the instrument indicating "Payment in full for Farm/Agricultural lease agreement." In the fourth year, **August 9, 2020**, Lessee shall tender funds based on the proceeds from the sugarcane and \$30/Acre for soybean harvest. Lessee's physical absence from the property for any period exceeding sixty (60) consecutive calendar days shall be deemed as "abandonment of property."

Lessee agrees to clear all trees and vegetation off the subject property as well as land grade all acreage suitable for growing sugarcane and soybeans. Lessee will create drainage and connect all park drainage to the field drainage. In addition, Lessee will not access the subject property by using the Park's entrance. Lessee agrees to do all of the aforementioned at no cost to S. John the Baptist Parish.

4. LESSOR OBLIGATIONS

Lessor shall have the right to enter premises for the purposes of the preservation of the property.

5. DEFAULT

Lessee filing for relief in a United States District Bankruptcy Court, its abandonment of the property and/or its failure to fully comply with any term and /or condition of this lease agreement shall constitute a "Default", and subject Lessee to all remedies available to Lessor under the terms of this agreement and the laws of this state.

6. INDEMNITY CLAUSE

Lessee and/or the occupant(s) of the leased property do hereby hold harmless and indemnify Lessor, St. John the Baptist Parish, its agents, insureds, employees, successors and/or assigns, any and all losses, costs or damages associated with or related to any injury and/or damage to persons, property or otherwise that occurs on the leased property during the effective period this lease agreement. In accordance with this subsection, Lessee assumes full liability and responsibility to all parties claiming damages related to occurrences in and/or on the leased property, whether directly or indirectly, claimed or incurred by Lessee, its guests, trespassers, invitees and/or occupant (s) of the leased property.

7. GENERAL PROVISIONS

- a. Lessee shall maintain the liability insurance with a minimum of \$1,000,000.00 liability coverage per occurrence. Lessee shall cause the liability carrier to provide a copy of the Accord policy to the Lessor.
- b. The premises leased herein shall be used by Lessee for farm or agricultural purposes only: any other use shall not comply with the terms and conditions of this lease agreement.
- c. Lessee shall keep the leased property in as good order as it is at that commencement of this lease. The Governing Authority of the Parish shall provide written approval regarding the materials to be used and the specifications.
- d. Lessee must provide thirty (30) days' notice to Lessor of its intention **not** to occupy the subject property. Said notice must be in writing and delivered by certified mail, postage prepaid to the address hereinafter indicated.
- e. Except for those improvements contemplated under subsection 3 of this lease agreement and movable trade fixtures, Lessee shall not make any additions or alterations whatsoever to the premises without written permission from the Lessor. All additions, alterations or improvements made by Lessee, with or without consent of Lessor, no matter how attached, shall remain the property of the Lessor, unless

- otherwise stipulated herein; Lessee expressly waiving all rights to compensation therefore.
- f. At the expiration of this lease, or its termination for any other cause(s), Lessee expressly waives all legally mandated notice requirements, all legal delays and hereby confesses judgment in favor of Lessor, with all costs and fees associated with Lessee's eviction and/or removal from the leased property, placing Lessor in possession of the leased property. Said confession of judgment shall be executed within seventy-two (72) hours from the date Lessor causes delivery thereof to be made to Lessee. Lessee shall cause delivery of the original, executed confession of judgment within twenty-four (24) hours of execution. Should Lessor allow or permit Lessee to remain on the premises after the expiration, or termination of this lease for any other cause(s), shall not be construed as a reconduction of this lease or waiver of any rights available to Lessor under Louisiana law and/or the terms of this lease agreement.
 - g. Lessee is obligated to refrain from putting anything on the leased premises nor to do anything which would forfeit the insurance, and should any installation made or action taken by Lessee, whether authorized or unauthorized under this lease, increase the rate of insurance on the building or contents as fixed by the Louisiana Fire Prevention Bureau, or any similar institution, the Lessee is obligated to pay such increased rate of insurance on building and all contents.
 - h. Lessee **may not** sublease the property.
 - i. For purposes of eviction, Lessee remains responsible for all damages or losses suffered by Lessor, Lessee hereby assenting thereto and does **not expressly waive** the legal notices to vacate the premises. Should an agent or attorney be employed to give special attention to the enforcement or protection of any claim of Lessor or Lessee, arising from this lease, losing party shall pay, as fees and compensation to such agent or attorney, an additional sum of Twenty-five (25%) per cent of the amount of such claim, the minimum fee, however, to be \$250.00, or if the claim be not for money, then such sum as will constitute a reasonable fee, together with costs, charges and expenses.
 - j. Should Lessee at any time use the leased premises or any portion thereof for any illegal or unlawful purpose, or commit, or permit, or tolerate the commission therein of any act made punishable by fine or imprisonment under the laws of the United States, State of Louisiana, or any ordinance of the City or Parish, the remedies set forth in the preceding paragraph shall be available to Lessor immediately without necessity of giving any written notice or any other notice to Lessee.
 - k. Failure to strictly and promptly enforce these conditions shall not be construed as a waiver of Lessor's rights, Lessor expressly reserving the right to always enforce prompt payment of rent or to cancel this lease, regardless of any indulgencies or extensions previously granted. The receiving by Lessor, or Lessor's representatives, of any rent in arrears, or after notice of any lawsuit for possession, or for cancellation of this lease, will not be considered as a waiver of such notice or lawsuit, or of any of the rights of Lessor.
 - l. If through no fault, neglect, or design of Lessee, the premises are destroyed by fire or other casualty or damaged to such an extent as to render them wholly unfit for occupancy, then this lease shall be cancelled. If, however, the premises can be repaired within 90 days from the date of fire or casualty, then this lease shall not be cancelled. Lessor shall notify Lessee whether or not Lessor will repair the damages and Lessee shall be entitled only to such a reduction or remission of rent as shall be just and proportionate.
 - m. Any contract entered into for the lease of state lands for any purpose shall require that access by the public to public waterways through the state lands covered by the lease shall be maintained and preserved for the public by the lessee. The provisions of this Section shall not prohibit the secretary of the agency having control over the property from restricting access to public waterways if he determines that a danger to the public welfare exists.
 - n. All notices required to be given under the terms of this lease shall be in writing and by certified mail addressed to Lessor at **1801 W. Airline Highway, Laplace, Louisiana 70068** or to Lessee at **22799 N. Oak St., Vacherie, Louisiana 70090-4337** and such mailing shall constitute full proof of and compliance with the requirement of notice, regardless whether addressee receives such notice or not. Further, that should any legal proceeding begin as a result of this lease or any action arising from the occupancy of the property by Lessee, that service will be sufficient if properly served to any person at the address listed, provided that such person is at least eighteen years of age.

- o. The failure of the tenant to pay the rent punctually or before the date upon which the rental falls due, shall ipso facto and without demand or putting in default terminate and cancel the lease. In such event the lessor, through the attorney general of Louisiana, may take such legal steps as are necessary and appropriate under the law to cancel the lease from the records of the parish in which the land is located, to evict the tenant or tenants refusing to leave the grounds leased and to recover monies due the lessor for past due rentals and damages for lost rentals occasioned by the tenants. Improvements placed on the property leased shall be subject to seizure and sale by the lessor, through the attorney general, in order to satisfy the lessor's claim for monies and/or damages owed by delinquent tenants.

All communications and notices required to be given under the terms of this lease shall be in writing and sent via U.S. Certified Mail addressed to Lessor at **1801 W. Airline Highway, Laplace, Louisiana 70068** or to Lessee at **22799 N. Oak St., Vacherie, Louisiana 70090-4337**, and such mailing shall constitute full proof of and compliance with the requirement of notice, regardless whether addressee receives such notice or not. Further, that should any legal proceeding(s) commence under any term or condition of this lease or any action and/or claim arising from the occupancy of the property by Lessee, service shall be sufficient if properly served to any person at the address listed, provided that such person is at least eighteen years of age. This subsection **shall not** be applicable to subsections "7j", which information required therein shall be submitted to the Lessor via electronic mail to (**j.stewart@stjohn-la.gov**) **nor shall** this subsection be applicable to subsection "7k", which copy of the motion and votes cast shall be submitted to the Lessee via electronic mail to (**eddiehymel@icloud.com**).

Signed this 21st day of September 2017 in Laplace, Louisiana.

Witnesses:

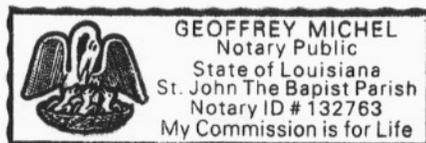
Jean Stewart
 Print Name:
 Jean Stewart

Natalie Robottom
 St. John the Baptist Parish Governing Authority
 By: Natalie Robottom, Parish President
 Lessor

Julie Songy
 Print Name:
 Julie Songy

Eddie Hymel
 M. Hymel Sorc, Inc
 By: Eddie Hymel, Owner
 Lessee

Geoffrey Michel
 Notary (Geoffrey Michel, 33279)



ST. JOHN THE BAPTIST PARISH
STATE OF LOUISIANA

ORDINANCE 17-32

Mrs. Robottom introduced the following ordinance.
Mr. Madere proposed and Mr. Sorapur seconded the following ordinance.

THE ST. JOHN THE BAPTIST PARISH COUNCIL HEREBY ORDAINS:

An ordinance to authorize the Parish President to execute a Lease Agreement for lease of Agricultural Land with M HYMEL SONS, INC., as per Exhibit "A" attached hereto.

WHEREAS, since the Land is not being utilized by the Parish, the land deserves to be utilized to its highest and best use; and,

WHEREAS, the Parish believes this would benefit the community to utilize this property as a farm lease.

Unless specified, this ordinance becomes effective five (5) days after publication in the Official Journal.

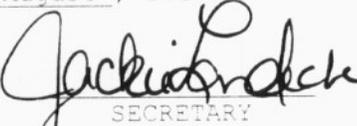
BE IT ORDAINED, that the St. John the Baptist Parish Council is acting as the governing authority for said parish.

The above ordinance having been submitted to a vote; the vote thereon was as follows:

YEAS: Sorapur, Beanel, Remondet, Madere, Snyder, Wright, Perrilloux, Malik, Hotard

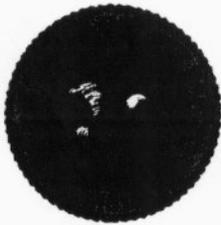
NAYS: None ABSENT: None ABSTAINING: None

The result of the vote on the ordinance was 9 YEAS, 0 NAYS, 0 ABSENT, 0 ABSTAINING, and this ordinance was declared adopted on the 8th day of August, 2017.

 COUNCIL CHAIR	 SECRETARY	 PARISH PRESIDENT
<u>8-15-17</u> Date signed	<u>8/9/17</u> Date signed	<u>8/9/17</u> Date signed

CERTIFIED, to be a true and correct copy of ^{8th} ordinance adopted by the St. John the Baptist Parish Council on the 8th day of Aug, 2017.


SECRETARY



ST. JOHN

THE BAPTIST PARISH

1801 W. Airline Highway
LaPlace, LA 70068
(985) 652-9569



ST JOHN THE BAPTIST PARI
ELIANA DEFRANCESCHI Clerk of Court
I certify that this is a true copy of the
original filing that was recorded on
10/26/2017 2:10PM
354828 CO

Deputy Clerk

FARM/AGRICULTURAL LEASE AGREEMENT

This Real Estate Lease Agreement ("Agreement" and/or "Lease"), made effective on the 8th day of August 2017, between the St. John the Baptist Parish Governing Authority (the "Parish" and/or "Lessor"), a political subdivision of the State of Louisiana, herein represented by its Parish President, Natalie Robottom, through a duly passed ordinance of the St. John the Baptist Parish Council attached hereto and made a part of this Agreement, and M Hymel Sons, Inc. ("Lessee"), attached hereto and made a part of this Agreement, contractually binds these entities in the particular manners below, in efforts to accomplish the stated public purposes. the St. John the Baptist Parish Governing Authority (the "Parish" and/or "Lessor"), a political subdivision of the State of Louisiana, herein represented by Parish President, Natalie Robottom, through a duly passed ordinance of the St. John the Baptist Parish Council attached hereto and made a part of this Agreement, and M Hymel Sons, Inc., ("Lessee"), attached hereto and made a part of this Agreement, seeks to contractually bind these entities in the particular manners below.

WITNESSETH:

WHEREAS, Article IV, Section A (13) of the St. John the Baptist Parish Home Rule Charter requires an ordinance when the Parish "conveys or leases or authorizes a conveyance or lease of immovable property"; and

WHEREAS, Ordinance Number 17-32, authorizing the Parish President to execute a lease agreement with Lessee for Parish owned immovable property.

The subject property to be leased in this agreement is: "A certain tract of land owned by St. John the Baptist Parish, bordered on the West side by the Aswad property 3483 Highway 18; bordered by the East side of property located at 3393 Highway 18; bordered on the North by the St. John the Baptist Parish Recreational Park; bordered on the South by Union Pacific Railroad track."

This is approximately 51.6 acres of land which was duly passed by the Parish Council on August 8, 2017; and

NOW THEREFORE, in accordance with, and in furtherance of the above-recited *Whereas* provisions, the Lessor and Lessee agree to bind themselves under the terms of this *Real Estate Lease Agreement*, as fully detailed below.

1. PROPERTY

The subject property A certain tract of land owned by St. John the Baptist Parish, bordered on the West side by the Aswad property 3483 Highway 18; bordered by the East side of property located at 3393 Highway 18; bordered on the North by the St. John the Baptist Parish Recreational Park; bordered on the South by Union Pacific Railroad track. This is approximately 51.6 acres of land.

2. TERM