



LEASE

BEFORE THE UNDERSIGNED notaries public, each duly commissioned and qualified, and in the presence of the undersigned competent witnesses, personally came and appeared:

CITY OF WEST MONROE, LOUISIANA, a political subdivision of the State of Louisiana, located in Ouachita Parish, Louisiana, herein appearing through its duly authorized by its Mayor

hereinafter referred to as "CITY", and

JEFFREY SCOTT GWIN
107 Avant Street
West Monroe, LA 71291

hereinafter referred to as "TENANT".

WITNESSETH:

CITY does hereby and by the presents, lease and let unto Tenant, the "leased premises" being the following described property, to-wit:

104 Royal Avenue (portion only)

Lot 16 of West Monroe Commercial Center in Section 46, Township 18, Range 3 East, West Monroe, Ouachita Parish, Louisiana, as per plat of record in Plat Book 11, page 123, records of Ouachita Parish, Louisiana (acquired by City in Conveyance Book 2654, page 237)

This Lease is made for a term of three (3) years, commencing on the 15th day of April, 2022, and ending on the 14th day of April, 2025, and thereafter shall automatically renew for consecutive periods of one (1) year unless either CITY or TENANT notify the other in writing more than 30 days prior to expiration of the then existing term, or unless otherwise terminated under the provisions of this Lease.

The cause and consideration of this Lease shall be the payment of an initial payment of ONE HUNDRED FIFTY AND NO/100 (\$150.00) DOLLARS to offset the initial costs incurred by CITY, plus the payment of ONE HUNDRED AND NO/100 (\$100.00) DOLLARS per year, which shall be paid in advance of each lease year, together with the TENANT during the term of

this Lease, keeping and maintaining the leased premises free from obnoxious weeds or grasses, and maintaining the leased premises in a clean and litter-free condition. TENANT shall not construct any permanent structures, buildings, or other appurtenances upon the subject property other than approved fencing, all of which shall be removed at the termination of this Lease.

Use of the leased premises shall be only by TENANT or TENANT's wholly controlled entities, and TENANT shall not sublease all or any portion of the leased premises to another, or allow use of all or any portion of the leased premises by another, or otherwise use the leased premises for any commercial purpose other than parking of vehicles allowed under the applicable zoning laws.

TENANT shall comply with and abide by all federal, state and city laws, rules, and regulations including without limitation all environmental laws and regulations, and shall particularly comply with these provisions and restrictions on Exhibit "A".

TENANT agrees to carry and furnish public liability insurance during the term of this lease and any renewal thereof, with limits of not less than \$100,000.00 for injury, loss or damage sustained by one person in any one incident and not less than the sum of \$250,000.00 for injury or damage sustained by more than one person in any one accident, covering not less than \$100,000.00 in property damage, and shall include CITY as an additional insured, providing proof of such insurance coverage at inception of this Lease and at each renewal of the policy.

It is understood and agreed that the violation of any clause or provision of this Lease shall entitle CITY, at its sole option, to immediately terminate this Lease.

All notices provided herein to the respective parties shall be given in writing and by personal service or by U.S. mail to the following addresses:

CITY:

Name Mayor, City of West Monroe, Louisiana
Address 2305 North 7th Street
West Monroe, LA 71291

Tenant:

Name JEFFREY SCOTT GWIN
Address 107 Avant Street
West Monroe, LA 71291

TENANT shall have the right to cancel this Lease at any time during the primary term or any extended term upon one-hundred eighty (180) written notice to the CITY.

THUS DONE AND SIGNED, before me, Notary, and the undersigned competent witnesses, in Ouachita Parish, State of Louisiana in duplicate original, this ____ day of _____, 2022.

WITNESSES:

CITY OF WEST MONROE, LOUISIANA

Printed Name: _____

BY: _____

STACI ALBRITTON MITCHELL, Mayor

Printed Name: _____

DOUGLAS C. CALDWELL, NOTARY PUBLIC
LOUISIANA BAR ROLL NO. 03783

THUS DONE AND SIGNED, before me, Notary, and the undersigned competent witnesses, in Ouachita Parish, State of Louisiana in duplicate original, this ____ day of _____, 2022.

WITNESSES:

TENANT

Printed Name: _____

JEFFREY SCOTT GWIN

Printed Name: _____

NOTARY PUBLIC, ID NO. _____
Printed Name: _____
My Commission Expires: _____

Exhibit
"A"
Restrictions on Use

Recitals

WHEREAS, The Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("The Stafford Act"¹), 42

U.S.C. § 5121 et seq., identifies the use of disaster relief funds under § 5170c, Hazard Mitigation - Grant Program, including the acquisition and relocation of structures in the floodplain;

WHEREAS, the mitigation grant program provides a process for a local government, through the State, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

Whereas, Louisiana has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency and has entered into a mitigation grant program Grant Agreement dated September 21, 2016 with FEMA and herein incorporated by reference, making it a mitigation grant program grantee;

Whereas, the Property is located in Ouachita Parish, and the City of West Monroe participates in the National Flood Insurance Program *and* is in good standing with NFIP as of the date of the Deed;

Whereas, the City, acting by and through the City of West Monroe, has applied for and been awarded federal funds pursuant to an agreement with Louisiana dated December 11, 2018 ("State-Local Agreement¹"), and herein incorporated by reference, making it a mitigation grant program subgrantee;

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80., the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

Now, therefore, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Hazard Mitigation Grant Program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement, the following conditions and restrictions shall apply in perpetuity to all Property acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:
 - a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow

evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

- b. Structures. No new structures or improvements shall be erected on the Property other than:
 - i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;
 - ii. A public rest room; or
 - iii. A structure that is compatible with open space and-conserves the natural function of the floodplain; including the uses described in Paragraph 1.a., above, and approved by the FEMA Administrator in writing before construction of the structure begins. Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be flood proofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.
- c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.
- d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.
 - i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.
 - ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.
 - iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:
 - a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or
 - b) At the time of title transfer, the Grantee shall refrain such conservation

easement, and record it with the deed.

- iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.
2. Inspection. FEMA, its representatives and assigns including the state or tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.
3. Monitoring and Reporting. Every three years, the Grantee (mitigation grant program subgrantee), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.
4. Enforcement. The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44

C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:

- a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.
 - i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.
 - ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:
 - a) Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.
 - b) Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or
 - c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.
5. Amendment. This agreement may be amended upon signatures of FEMA, the state, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.