

NEW ORLEANS MUNICIPAL YACHT HARBOR  
MANAGEMENT CORPORATION  
LEASE ASSIGNMENT-BOATHOUSE #38

ASSIGNOR George Benedetto

ASSIGNEE 273681, LLC

STATE OF LOUISIANA

PARISH OF ORLEANS

ASSIGNMENT

For and in consideration of the sum of \$160,000.00 ("Sale Amount"), cash in hand paid, together with such other consideration as set forth below, George Benedetto (whether one or more hereinafter "Assignor"), duly authorized herein whose mailing address is 4421 Jefferson Highway, Jefferson, LA. 70121 and whose daytime telephone number is 504-416-7616, subject to the suspensive conditions noted herein below, hereby assigns to 273681, LLC, whose mailing address is 200 St. Charles Ave., New Orleans, LA. 70130 and whose daytime telephone number is 504-581-4561, (whether one or more hereinafter "Assignee"), here present, accepting and acknowledging delivery thereof, Assignor's entire interest in that certain Boathouse Lease Agreement as to Boathouse #38, located at 7900 Breakwater Drive, New Orleans, Louisiana, 70124 ("Lease") which said assignment has been consented to by the President or Vice President of the New Orleans Municipal Yacht Harbor Management Corporation (variously hereinafter "Lessor" or "MYHMC").

- I. The parties hereto acknowledge and agree that the following are suspensive conditions to the effectiveness of this Assignment:

- A. Assignee shall pay MYHMC a transfer fee equal to three (3%) per cent of the Sale Amount.
- B. Assignee shall provide to MYHMC all of the following:
  - (i) the proof of insurance required by the Lease in a form satisfactory to MYHMC;
  - (ii) an underwater piling inspection report;
  - (iii) a civil engineer's stamped structural evaluation report attesting to the structural condition of the boathouse; and
  - (iv) architectural drawings to scale.
- II. Subject to the suspensive conditions set forth in Sections I(A) and (B) above, Assignor does hereby assign to Assignee all rights, title and interests of Assignor in and to the subject Lease. Assignee has examined the Lease, accepts the assignment of the Lease by the Assignor, agrees for the benefit of the Lessor to keep, perform, be bound by, and does hereby assume, all of the terms, covenants and conditions contained therein, and agrees that all the terms, covenants and conditions thereof bind Assignee as Lessee.
- III. Assignor agrees to pay MYHMC the sum of \$2,560.92 representing accrued but unpaid rent under the Lease from the date of Hurricane Katrina to December 31, 2006; provided however, that such rent shall be paid only in the event that (1) the Attorney General and/or the courts conclude that MYHMC may not indefinitely defer collection or forgive such rent, or (2) that both of the following occur (i) the Attorney General refuses and/or fails to act on the request for such an opinion by a date determined to be reasonable by MYHMC and (ii) MYHMC seeks collection of such rent as to all boathouse tenants. Should either of those conditions (III(A)(1) or III(A)(2)) be met, Assignor shall pay such rent in full within thirty (30) days after the demand therefore by MYHMC.
- IV. Assignee further acknowledges and agrees:

- A. That the New Orleans Municipal Yacht Harbor Management Corporation is the Lessor and successor-in-interest to the City of New Orleans under the Lease.
- B. Assignee accepts all improvements "as is," without any warranty whatsoever, even as to their suitability for Assignee's intended purposes and uses. Assignee acknowledges that Lessor is not responsible, and will bear none of the cost, to repair, replace, or maintain the improvements, or any part thereof. Assignee waives any right of setoff or diminution of rent under the Lease for such costs. By its signature to this Assignment, Assignee expressly (i) waives Lessor's warranty against vices and defects in the leased premises, (ii) acknowledges that this waiver has been brought to Assignee's attention and (iii) acknowledges that it is exercising Assignee's right to exclude this warranty pursuant to Louisiana Civil Code Article 2699.



Initialed by Assignee

This provision is initialed in order to confirm that this provision has been brought to the attention of Assignee.

- C. That the boathouse lease being transferred to Assignee expires on December 31, 2010. While Assignee is aware that efforts were made to extend the term of that lease, Assignee is also aware that former Mayor Nagin decided that he would not sign the extended term boathouse leases (sometimes referred to as the 60 Year Lease). Assignee has not relied on the possibility of extending the term of the boathouse lease in deciding to complete this transfer and Assignee acknowledges that Assignee may not ever secure a lease with a term beyond December 31, 2030.
- V. Nothing herein shall excuse or release the Assignor from, and Assignor confirms his continued responsibility for, obligations and liabilities assigned or imputed to the Lessee for the period Assignor stood as Lessee under the Lease including, without limitation, the obligation to (i) pay rent, late charges, interest, the parking tax and any other amounts due under the Lease, (ii) maintain the Leased Premises in the condition required by the Lease (iii) comply with the Insurance provision in the Lease and (iv) indemnify, hold harmless and defend the City and MYHMC.

IN WITNESS WHEREOF, and in the presence of the undersigned witnesses, the parties hereto have signed this document in New Orleans, Louisiana, on this 16 day of December, 2010.

WITNESSES:

John Copeland  
Signature

JOHN COPELAND  
Name Printed

Wayne Bloom  
Signature

Wayne Bloom  
Name Printed

ASSIGNOR:

George Benedetto  
Signature

George Benedetto  
Name Printed

12/16/2010  
Date

IN WITNESS WHEREOF, and in the presence of the undersigned witnesses, the parties hereto have signed this document in New Orleans, Louisiana, on this 17 day of December, 2010.

WITNESSES:

Kimberly Armstrong  
Signature

Kimberly Armstrong  
Name Printed

Wayne Bloom  
Signature

Wayne Bloom  
Name Printed

ASSIGNEE:

Guy Williams  
Signature

Guy Williams  
Name Printed

12/17/2010  
Date

Lessor, appearing herein through its President or Vice President, acknowledges receiving the Assignee's three percent (3%) transfer fee, the required proof of insurance and other documents specified herein; and, for the consideration referenced herein, approves this assignment on this 27 day of DECEMBER, 2010.

LESSOR:

New Orleans Municipal Yacht Harbor  
Management Corporation

By: WV [Signature]

Position: VICE PRESIDENT

04-PPMT-046

CITY OF NEW ORLEANS  
N. O. MUNICIPAL YACHT HARBOR  
Lease Assignment - boathouse # 38

John J. Garrity  
ASSIGNOR

George M. Benedetto  
ASSIGNEE

STATE OF LOUISIANA  
PARISH OF ORLEANS

For and in consideration of the sum of \$139,000.00, cash in hand paid, John J. Garrity ("Assignor"), a person of the full age of majority, authorized herein, whose address is: 7842 Breakwater Dr., New Orleans, La. 70124 herewith assigns to George M. Benedetto, ("Assignee"), here present, accepting and acknowledging delivery thereof, Assignor's entire interest in the "Boathouse Lease Agreement," a copy of which is attached hereto and made a part hereof, granted by the City of New Orleans ("Lessor") for the term January 1, 2002 to December 31, 2030 of Boathouse #38, located at 7842 Breakwater Dr., New Orleans, La. 70124 ("Lease").

Assignee, a limited liability company registered in the state of Louisiana, herein represented by George M. Benedetto, authorized herein, whose address is: 7842 Breakwater Dr., New Orleans, La. 70124 after examining the said Lease, expressly acknowledges all the terms and conditions thereof, binds Assignee as Lessee and acknowledges the City of New Orleans as Lessor thereunder.

Acknowledging the need for Lessor's prior consent to this Assignment and the ineffectiveness hereof without such consent, and to obtain and in consideration of such consent given, Assignor states further that:

1. Nothing herein shall excuse or release the Assignor from, and Assignor confirms his continued responsibility for, obligations and liabilities assigned or imputed to the Lessee for the period Assignor stood as Lessee under the Lease. Such obligations and liabilities particularly include, without limitation, Assignor's covenants to indemnify, defend, and hold harmless as specified in the Lease.

Also acknowledging the need for Lessor's prior consent to this Assignment and the ineffectiveness hereof without such consent, and to obtain and in consideration of such consent given, Assignee states further that:

- 1. Assignee herewith pays the City of New Orleans a 3% transfer fee \$4,170.00 and supplies the proofs of insurance required by the Lease.
- 2. Assignee acknowledges that the Lessor has not inspected the boathouse or other improvements on the lease premises. Assignee accepts all such improvements as is, without any warranty whatsoever, even as to their suitability for Assignee's intended purposes and uses. Assignee acknowledges that Lessor is not responsible, and will bear none of the cost, to repair, replace, or maintain the improvements, or any part thereof. Assignee waives any right of setoff or diminution of rent under the Lease for such costs.

In witness whereof, and in the presence of the undersigned witnesses, the parties hereto have signed this document in New Orleans, Louisiana, this 14 day of June, 2004.

WITNESSES:  
[Signature]  
[Signature]

ASSIGNOR:  
[Signature]  
John J. Garrity  
ASSIGNEE:  
[Signature]  
George Benedetto

Lessor, appearing herein by its below named and authorized representative, acknowledges receiving the Assignee's specified transfer fee and required proofs of insurance and approves the lease assignment aforesaid.

NEW ORLEANS MUNICIPAL YACHT HARBOR  
OF THE CITY OF NEW ORLEANS

By: [Signature]  
C. RAY NAGIN, MAYOR

Form and legality approved:  
[Signature]  
Law Department, City of New Orleans

CITY OF NEW ORLEANS  
**MUNICIPAL YACHT HARBOR**  
**Boathouse Leasehold Assignment**

**Jeffrey C. & Marry Louise Collins**

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LESSEE - ASSIGNOR

**John J. Garrity, Jr.**

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ASSIGNEE

STATE OF LOUISIANA:

PARISH OF ORLEANS:

BE IT KNOWN, that the New Orleans Municipal Yacht Harbor of the City of New Orleans, (hereinafter referred to as "Lessor") does by these presents lease and let unto this **19th day of February in the year of 1998**, in the presence of the witnesses hereinafter named and undersigned, personally came and appeared **Jeffrey C. & Mary Louise Collins**, who declared that he has leased from the City of New Orleans boathouse number # **38**, bearing the municipal number **7900 Breakwater, New Orleans, La. 70124** being part of the property under the jurisdiction of the City of New Orleans and under the control and management of the New Orleans Municipal Yacht Harbor, Department of Property Management and the City of New Orleans for the annual rental rate as prescribed in accordance with the established rate schedule prepared and published by Lessor.

Appeared and further declared that for the consideration of **\$45,000.00** he does hereby assign and transfer over all of his rights, title and interest under said lease unto:

**John J. Garrity, Jr.**  
**221 Timberlane Rd.**  
**Gretna, Louisiana 70056**

The assignee does hereby take cognizance of all the terms and conditions, of the attached lease enter into by and between the assignor and the City of New Orleans for the hereinabove referred to boathouse lease. The assignee binding himself to perform all of the conditions and obligations of said attached lease. Assignor does hereby further agree to deliver over unto the City of New Orleans

transfer fee(s) of three percent (3%) of the same amount of said leasehold improvement in the sum of \$1,350.00 dollars in consideration for the City of New Orleans entering into and approving the assignment of the herein referred to lease.

Assignee does hereby further agree that in further consideration of the City of New Orleans allowing for the assignment of the hereinabove referred to lease, the assignee does hereby agree with the City of New Orleans to pay the annual rental rate as prescribed in accordance with the established rate schedule prepared and published by Lessor for the remaining year(s) of the original lease and any options on said lease.

Lessee does hereby take cognizance of the fact that he shall remain liable to the City of New Orleans for all the terms and conditions on said original lease transferred to the hereinabove referred to assignee.

**LEASE APPROVAL:** This lease shall not be binding unless and until it is approved and accepted by the Council of the City of New Orleans.

ASSIGNOR:	Date:	ASSIGNEE:	Date:
<u>Jeffrey C Collins</u>	<u>2-19-98</u>	<u>John J. Garrity, Jr.</u>	_____
Jeffrey C Collins		John J. Garrity, Jr.	
<u>Mary Louise Collins</u>	<u>2-19-98</u>	_____	_____
Mary Louise Collins			

WITNESSES:

Michael W. Walker

[Signature]

LESSOR:

N. O. Municipal Yacht Harbor of the City of New Orleans

APPROVED:

N.O.MUNICIPAL YACHT HARBOR

By: Carl I. Robinson 3/6/98

Carl I. Robinson, Harbor Master

BY: [Signature]

MARC H. MORIAL, MAYOR

Date: \_\_\_\_\_

DEPARTMENT OF PROPERTY MANAGEMENT

By: Kerry N. De Cay

Kerry N. De Cay, Director

Law Department

By: Avis M. Rossely

Avis M. Rossely, City Attorney



**MOTION**

M-98 - 66

**CITY HALL** February 5, 1998

BY: COUNCILMEMBER TERRELL (BY REQUEST)  
SECONDED BY: COUNCILMEMBER WILSON

**WHEREAS**, Boathouse Number 38, located in the New Orleans Municipal Yacht Harbor, is presently leased by the City of New Orleans to Mr. Jeff & Mitzie Collins.

**WHEREAS**, Mr. Jeff & Mitzie Collins wishes to transfer the leasehold interest in and to the aforementioned boathouse to:

Name: John J. Garrity, Jr.

Residing at:

St. Name: 221 Timberlane Rd.

City/State/Zip: Gretna, La. 70053

**WHEREAS**, the appropriate forms have been executed and filed with the Yacht Harbor Manager and the Department of Property Management; now, therefore

BE IT MOVED BY THE COUNCIL OF THE CITY OF NEW ORLEANS, That the Municipal Yacht Harbor is authorized to initiate an agreement for leasehold interest in and to Boathouse Number 38 in the Municipal Yacht Harbor to John J. Garrity, Jr. and the same is hereby approved.

THE FOREGOING MOTION WAS READ IN FULL, THE ROLL WAS CALLED ON THE ADOPTION THEREOF AND RESULTED AS FOLLOWS:

YEAS: Carter, Glapion, Hazeur-Distance, Singleton, Terrell, Thomas, Wilson - 7

NAYS: 0

ABSENT: 0

AND THE MOTION WAS ADOPTED.

THE FOREGOING IS CERTIFIED  
TO BE A TRUE AND CORRECT COPY

*Emma J. Williams*

CLERK OF COUNCIL

CITY OF NEW ORLEANS  
MUNICIPAL YACHT HARBOR  
BOATHOUSE LEASE ASSIGNMENT

Arlene V. Meraux

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LESSEE - ASSIGNOR

Jeffrey C. Collines  
Mary Louise Collins  
Patrick Collins

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ASSIGNEE

STATE OF LOUISIANA:

PARISH OF ORLEANS:

BE IT KNOWN, that the New Orleans Municipal Yacht Harbor of the City of New Orleans, (hereinafter referred to as "Lessor") does by these presents lease and let unto this **4th day of September in the year of 1997**, in the presence of the witnesses hereinafter named and undersigned, personally came and appeared **Joseph M. Meraux**, who declared that she has leased from the City of New Orleans boathouse number **38**, bearing municipal number **7900 Breakwater Dr., New Orleans, La. 70124** being part of the property under the jurisdiction of the City of New Orleans and under the control and management of the New Orleans Municipal Yacht Harbor, Department of Property Management and the City of New Orleans for the annual rental rate as prescribed in accordance with the established rate schedule prepared and published by Lessor.

Appeared and further declared that for the consideration of **\$45,000.00** she does hereby assign and transfer over all of his rights, title and interest under said lease unto **Jeffrey C. Collins, Mary Louise Collins, and Patrick Collins, 1310 38th Ave. Court, Rock Island, Ill 61201**.

The assignee does hereby take cognizance of all the terms and conditions, of the attached lease enter into by and between the assignor and the City of New Orleans for the hereinabove referred to boathouse lease. The assignee binding himself to perform all of the conditions and obligations of said attached lease. Assignor does hereby further agree to deliver over unto the City of New Orleans transfer fee(s) of three percent (**3%**) of the sale amount of said leasehold improvement in the sum of

\$1,350.00 dollars in consideration for the City of New Orleans entering into and approving the assignment of the herein referred to lease.

Assignee does hereby further agree that in further consideration of the City of New Orleans allowing for the assignment of the hereinabove referred to lease, the assignee does hereby agree with the City of New Orleans to pay the annual rental rate as prescribed in accordance with the established rate schedule prepared and published by Lessor for the remaining year(s) of the original lease and any options on said lease.

Lessee does hereby take cognizance of the fact that he shall remain liable to the City of New Orleans for all the terms and conditions on said original lease transferred to the hereinabove referred to assignee.

**LEASE APPROVAL:** This lease shall not be binding unless and until it is approved and accepted by the Council of the City of New Orleans.

ASSIGNOR:	Date:	ASSIGNEE:	Date:
<u><i>Joseph Meraux</i></u>		<u><i>Jeffrey C. Collins</i></u>	
Joseph Meraux		Jeffrey C. Collins	
<u><i>Patrick Charles Collins</i></u>		<u><i>Mary Louise Collins</i></u>	
		Mary Louise Collins	

Patrick Collins

WITNESSES:  
*[Signature]*  
*[Signature]*

LESSOR:  
New Orleans Municipal Yacht Harbor of the City of New Orleans

*[Signature]*  
*[Signature]*  
MARC H. MORIAL, MAYOR

APPROVED:  
NEW ORLEANS MUNICIPAL YACHT HARBOR

By: *Carl I. Robinson* Date: 9-4-97  
Carl I. Robinson, Harbor Master

DEPARTMENT OF PROPERTY MANAGEMENT

By: *Kerry N. De Cay*  
Kerry N. De Cay, Director

Law Department

By: *Avis Marie Russell*  
Avis M. Russell, City Attorney