

1 Introduced November 12, 1996, by
2 Councilwoman Livaudais, seconded by
3 Councilman Callahan (both by request of
4 Administration)
5

6 Item No. 96-11-1897
7

8
9 **ORDINANCE NO. 2715**
10

11
12 An ordinance authorizing the Mayor of the City of Slidell to lease a certain
13 portion of land from Poitevent and Weyerhaeuser for a beacon tower site at the Slidell
14 Airport.
15

16 WHEREAS, the City of Slidell has a need for certain land owned by
17 Poitevent and Weyerhaeuser for a beacon tower site at the Slidell Airport; and

18 WHEREAS, said company has offered to lease the necessary land to the
19 City of Slidell for two thousand five hundred thirty dollars (\$2,530.00) for a three (3) year
20 period.

21 NOW THEREFORE BE IT ORDAINED by the Slidell City Council that it
22 does hereby authorize its Mayor to execute a lease with Poitevent and Weyerhaeuser in
23 the amount of two thousand five hundred thirty dollars (\$2,530.00) for a three (3) year
24 period, beginning retroactive to November 1, 1996, and ending on October 31, 1999, and
25 more fully described in Exhibit A attached hereto and made a part hereof.
26

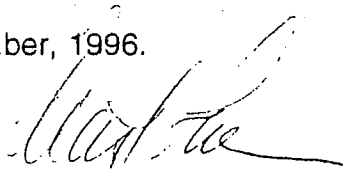
27 **Adopted** this 3rd day of December, 1996.
28

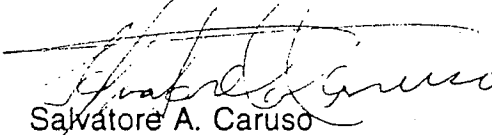
29
30
31 **DELIVERED** 3:45 p.m.


32 12/4/96 to the Mayor
33 2:55 p.m.

34 **RECEIVED**

35 12/15/96
36 from the Mayor

37
38
39 
40 Marti Livaudais
41 Councilwoman, District E
42 President of the Council

43 
Salvatore A. Caruso
Mayor

40 
41 Davis Dautreuil
42 Council Administrator/Clerk of the Council
43

STATE OF LOUISIANA
PARISH OF ST. TAMMANY

CONTRACT OF LEASE

This Contract of Lease is made and entered into by and between:

JOHN POITEVENT and J. NORCOM JACKSON, JR., individually and as Agents for and in behalf of the parties named in the Power of Attorney recorded in COB 573, Page 325 of the official records of St. Tammany Parish, Louisiana, whose mailing address is 2423 Lakeshore Drive, P.O. Box 650, Mandeville, Louisiana 70470, hereinafter referred to as POITEVENT,

and

WEYERHAEUSER COMPANY, a Washington corporation, whose address is 211 Armstrong Road, Columbia, Mississippi 39429, represented herein by Lee T. Alford, its duly authorized Vice President, hereinafter referred to as WEYERHAEUSER,

with POITEVENT and WEYERHAEUSER hereinafter sometimes referred to collectively as LESSOR,

and

CITY OF SLIDELL, STATE OF LOUISIANA, organized under the laws of the State of Louisiana, whose mailing address is P.O. Box 828, Slidell, Louisiana 70458, represented herein by Salvatore A. "Sam" Caruso, its Mayor, duly authorized by Resolution dated _____, a copy of which is annexed hereto, hereinafter referred to as LESSEE,

WITNESSETH:

For the terms and consideration hereinafter stated, and subject to the terms, conditions and stipulations herein contained, LESSOR, does by these presents hereby lease and let unto the LESSEE, and the LESSEE does hereby lease and accept from LESSOR, the following described tract of land located in St. Tammany Parish, Louisiana, to-wit:

Township 7 South, Range 14 East

Section 29: 2.81 acres of land, more or less, located in the NW 1/4 of NW 1/4, said 2.81 acres being more fully described as follows, to-wit:

Begin at the section corner common to Sections 20, 21, 28 & 29, T7S, R14E, and run West, 4,665.00 feet to a point; thence run South 74.50 feet to a point on the southerly right of way line of LA Highway No. 36 and the POINT OF BEGINNING; thence run South 00 deg. 42 min. 07 sec. East, 350.00 feet to a point; thence run South 89 deg. 44 min. 02 sec. West, 350.00 feet to a point; thence run North 00 deg. 42 min. 07 sec. West, 350.00 feet to a point on the southerly right of way line of LA Highway No. 36; thence run along said southerly right of way line, North 89 deg. 44 min. 02 sec. East, 350.00 feet to the POINT OF BEGINNING.

All as shown on plat dated August 3, 1982 (Survey No. 29,997) for Slidell Airport Authority, attached hereto and made a part hereof.

The term of this lease shall be for a period of three (3) years beginning November 1, 1996 and ending October 31, 1999, however, in the event of non-use or abandonment of said property for the purposes herein stated for a continuous period of one (1) year, this Contract of Lease shall cease and terminate and shall have no further force or effect except for removal of improvements as hereinafter provided.

The rental for the three (3) year period of this lease is TWO THOUSAND FIVE HUNDRED THIRTY TWO AND NO/100 (\$2,530.00) DOLLARS and shall be paid in advance for said three (3) year period.

The property herein leased shall be used by LESSEE for public use, specifically as a location for a beacon located at the north end of the runway of the Slidell Airport. In connection therewith, the LESSEE shall have the right to erect a tower upon and to fence the property or take any action necessary or convenient to construct, operate, maintain, repair, modify and/or remove any improvements on said site. The LESSEE shall have and hereby assumes exclusive authority and control over said leased property during the term hereof, all in full compliance with any and all valid Federal, State and local laws, ordinances, rules, regulations and requirements.

LESSEE acknowledges that it has inspected and is familiar with said property, that there are no defects or hazards thereon, and accepts the property in its present condition.

As a material part of the consideration for LESSOR's execution of this lease agreement, the LESSEE agrees indemnify and save and hold LESSOR, its officers, employees and agents harmless from any and all liens, claims, costs, liability and/or damages for or on account of any injury to or death of persons or damage to property (including but not in any way limited to POITEVENT and/or WEYERHAEUSER's property and costs and attorney fees incurred in defense), in whole or in part caused by acts of commission, omission or negligence on the part of the LESSEE, its suppliers or contractors or their agents or employees and arising or growing out of the exercise of the rights under, or the performance, malperformance or nonperformance of, any part of this lease agreement; and these obligations shall remain in force regardless of whether or not any such injury, death or damage may have been caused or may be alleged to have been caused by the negligence (whether classified as active, passive or otherwise) of POITEVENT and/or WEYERHAEUSER or the others indemnified hereunder, or the conditions of the premises or otherwise.

LESSEE shall maintain during the period of its operations hereunder, insurance coverage against all claims for personal injury, including death, and property damage resulting from or caused by its operations, which insurance coverage shall include the following:

- (A) Statutory Workmen's Compensation Insurance complying with the laws of the State of Louisiana.
- (B) Comprehensive Public Liability or Manufactures and Contractor's Liability Insurance for bodily injury and property damage in an amount not less than:

Bodily Injury - \$500,000 each accident or occurrence

Property Damage - \$250,000 each accident or occurrence or
Bodily Injury and Property Damage Combined - \$500,000 each occurrence.

- (C) Comprehensive Automobile Public Liability Insurance covering all owned, hired and non-owned vehicles for bodily injury and property damage in an amount not less than:

Bodily Injury - \$250,000 each person and \$500,000 each accident or occurrence.

Property Damage - \$250,000 each occurrence

or Bodily Injury and Property Damage Combined - \$500,000 each occurrence.

It is understood and agreed that WEYERHAEUSER reserves all merchantable timber situated on said property and that the LESSEE is acquiring no interest in said timber and will not cut any trees (except underbrush) on said property without WEYERHAEUSER's consent. Upon notification from the LESSEE, WEYERHAEUSER, does agree to promptly remove its timber from those portions of leased property upon which the LESSEE will erect improvements.

Being that the leased property is located within WEYERHAEUSER's managed forest, the LESSEE shall not permit any unattended open burning to be conducted on said leased property, shall use every reasonable means and precautions to prevent forest or grass fires from originating from its operations upon or adjacent to the leased property, and shall, within the limits of its ability aid in extinguishing any such fires that may occur as a result.

It is also understood and agreed that the LESSEE is not acquiring any interest in the oil, gas and other mineral rights in and to said leased property, which rights are specifically reserved to owner, POITEVENT.

The LESSEE agrees not to sublease, assign or hypothecate this Contract of Lease in any way without the written consent of LESSOR, which consent will not be unreasonably withheld.

LESSEE agrees to use the land for the purpose authorized in this agreement/lease strictly in accordance to all Federal, State and local laws, rules and regulations concerned with the environmental protection and control and to strictly comply therewith.

Furthermore, LESSEE specifically agrees to comply with the provisions of the Federal Endangered Species Act, 16 U.S.C. Section 1531 et seq., (as amended) and, prior to its use of the described land, to inspect the land subject to this lease for evidence of habitation by the gopher tortoise (GOPHERUS POLYPHEMUS), the Red-Cockaded Woodpecker (PICOIDES), the Louisiana Black Bear, and such other species of fish, wildlife and plants which may from time to time be listed as threatened or endangered at 50 C.F.R. Section 17. LESSEE shall report to WEYERHAEUSER the presence of, or any evidence of, habitation by any such threatened or endangered species. Notwithstanding anything in this lease, LESSEE agrees that, should evidence of habitation by, or presence of, any threatened or endangered species be discovered by LESSEE or any of its agents, employees or guests of LESSEE at any time during the term of this lease, no use of the land by LESSEE shall occur on such affected acreage and the affected acreage shall be withdrawn from the provisions of this lease. LESSEE agrees to indemnify and save and hold WEYERHAEUSER, its officers, agents and employees free and harmless from any and all liens, claims, costs, liability, fines, penalties and/or damages for or on account of any violation of the Endangered Species Act which is caused by or results in whole or in part from acts of commission, omission or negligence on the part of LESSEE, its agents,

employees or guests, arising or growing out of the exercise of the rights under, or the performance or malperformance or nonperformance of any part of LESSEE's duties or activities under this lease. WEYERHAEUSER and LESSEE agree that, should the presence of any threatened or endangered species or evidence of habitation thereof be found on any of the acreage subject to this lease, this agreement/lease shall be terminated as to the affected acreage (as determined solely by WEYERHAEUSER).

This lease replaces and supersedes that certain lease between Poitevent, WEYERHAEUSER and Airport Authority No. 1 of the Parish of St. Tammany, State of Louisiana that expired on October 31, 1996 and recorded in COB _____, Folio _____, Inst. # _____, D.T. Reg. # _____ of the official records of St. Tammany Parish, Louisiana.

THUS EXECUTED on this 17 day of October, 1996.

WITNESSES:

Maha Buchholz
Edward B. Poitevent
J. Norcom Jackson, Jr.

THUS EXECUTED on this 25th day of October, 1996.

WITNESSES:

WEYERHAEUSER COMPANY
a Washington Corporation

[Signature]
Lee T. Afford
Vice President

THUS EXECUTED on this _____ day of _____, 1996.

WITNESSES:

CITY OF SLIDELL, STATE OF LOUISIANA

By: Salvatore A. "Sam" Caruso
Mayor

STATE OF LOUISIANA
PARISH OF ORLEANS

On this 17 day of October, 1996, before me, the undersigned Notary Public, duly commissioned and qualified in and for the said Parish and State, personally came and appeared ^{John} ~~EDWARD B.~~ POITEVENT AND J. NORCOM JACKSON, JR., to me known, who declared and acknowledged to me, Notary, and the undersigned competent witnesses, that they signed and executed the foregoing instrument in the capacity stated as their own free and voluntary act and deed and for the objects and purposes therein set forth.

WITNESSES:

Maha Buehaez
Janet A. Gmyrek

Edward B. Poitevent
JOHN
J. Norcom Jackson, Jr.

[Signature]
Notary Public

STATE OF MISSISSIPPI
COUNTY OF PIKE ~~MORISON~~

On this 25th day of October, 1996, before me, the undersigned Notary Public, in and for the above County and State, personally came and appeared LEE T. ALFORD, who being by me first duly sworn, declared that he is the duly authorized Vice President of Weyerhaeuser Company, a Washington corporation, and who acknowledged that he signed, executed and delivered the foregoing instrument on behalf of said corporation for the uses and purposes therein mentioned.

WITNESSES:

[Signature]

Lee T. Alford

[Signature]

Patricia Bolwin
Notary Public

My Commission Expires
June 12, 1998

STATE OF LOUISIANA
PARISH OF ST. TAMMANY

On this _____ day of _____, 1996, before me, the undersigned Notary Public, in and for the above Parish and State, personally came and appeared **Salvatore A. "Sam" Caruso**, who being by me first duly sworn, declared that he is the duly authorized Mayor of City of Slidell, State of Louisiana, and after been duly authorized to do so, he signed, executed and delivered the foregoing instrument on behalf of said city for the uses and purposes therein mentioned.

WITNESSES:

Salvatore A. "Sam" Caruso

Notary Public

CENTERLINE

U.S. HWY. NO. 36

POWER POLE

SEC. 20
WEST

SEC. 21
SEC. 28

POINT OF BEGINNING

60'

60'

SOUTH

74.5'

114.5'

N. 89° 44' 02" E. - 350.0'

SET IRON

X: 2,476,834.965
Y: 639,344.471

X: 2,477,184.261
Y: 639,346.092

125'

APPROXIMATE Q OF GAS
LINE R/W

174.86'

2.81 ACRES ±

THIS POINT IS APPROX.
THE CENTER OF
PROPERTY.

X: 2,477,011.963
Y: 639,591.243

SAID POINT IS
23,740.62' ON
PROJECTED Q OF
NEW R/W FROM END OF
RUNWAY.

S. 0° 34' 21" E.
CENTERLINE Q OF
RUNWAY

350.0'
S. 0° 42' 07" E.

SET IRON

S. 89° 44' 02" W. - 350.0'

X: 2,476,839.533
Y: 638,994.497

X: 2,477,189.249
Y: 638,996.122

NOTE: COORDINATES & PROPERTY
BEARINGS ARE ON THE LA.
STATE COORDINATE SYSTEM

PLAT OF SURVEY OF A
PARCEL OF LAND IN
SEC. 29 - T 4 C - R 1