

1 Introduced November 9, 1999, by Councilman  
2 Washington, seconded by Councilman Binder  
3 (both by request of Administration)  
4

5 **Item No. 99-11-2133**  
6

7 **ORDINANCE NO. 2929**  
8

9  
10  
11 An ordinance authorizing the Mayor of the City of Slidell to lease a certain  
12 portion of land from Poitevent and Weyerhaeuser for a beacon tower site at the Slidell  
13 Airport.  
14

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

17 WHEREAS, said company has offered to lease the necessary land to the City  
18 of Slidell for a ten (10) year period. The lease payments will be in five (5) year increments,  
19 four thousand eight hundred ninety one dollars (\$4,891.00) for the first five (5) years and  
20 six thousand two hundred forty two dollars (\$6,242.00) for the second five (5) years

21 NOW THEREFORE BE IT ORDAINED by the Slidell City Council that it does  
22 hereby authorize its Mayor to execute a lease with Poitevent and Weyerhaeuser for a ten  
23 (10) year period. The lease payments will be in five (5) year increments, four thousand  
24 eight hundred ninety one dollars (\$4,891.00) for the first five (5) years and six thousand two  
25 hundred forty two dollars (\$6,242.00) for the second five (5) years, beginning retroactive to  
26 November 1, 1999, and ending on October 31, 2009, and more fully described in Exhibit A  
27 attached hereto and made a part hereof.  
28

29 **ADOPTED** this 14th day of December, 1999.

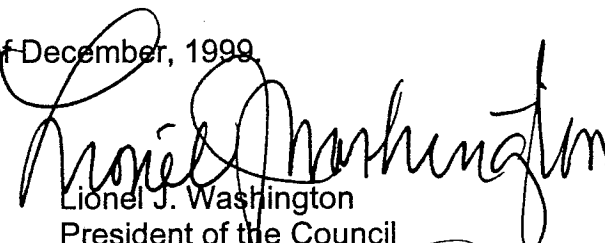
30  
31  
32 **DELIVERED**

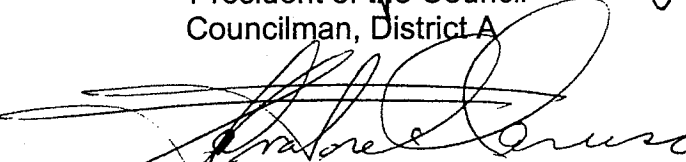
33 12/17/99 - 12:00 pm

34  
35 **RECEIVED**

36 12/21/99

37 1:00 p.m.  
38 from the mayor

39   
40 Lionel J. Washington  
41 President of the Council  
42 Councilman, District A

43   
44 Salvatore A. Caruso  
45 Mayor

46   
47 Davis Dautreuil  
48 Council Administrator/Clerk of the Council

STATE OF LOUISIANA  
PARISH OF ST. TAMMANY

CONTRACT OF LEASE

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

**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 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:

The LESSOR, insofar as it is able and to the extent of its interest, for the consideration and upon the terms and conditions hereinafter expressed, and subject to the terms and conditions of that certain Surface Lease and Agreement from Eads Poitevent, etals, (hereinafter referred to as OWNER) to Gaylord Container Corporation, who merged into Crown Zellerbach Corporation, which agreement is recorded in Conveyance Book 215, Page 434, et seq., of the official records of St. Tammany Parish, Louisiana, which agreement was assigned to Cavenham Forest Industries Inc. (Cavenham) on May 5, 1986 and is recorded in Book 1256, Page 28, Instrument # 617144 of the official records of St. Tammany Parish, Louisiana, which agreement was assigned by Cavenham to Hanson Natural Resources Company (Hanson) on March 28, 1991 and is recorded in Book 1456, Page 350, Instrument # 777643 of the official records of St. Tammany Parish, Louisiana, which agreement was assigned by Hanson to Weyerhaeuser Company on April 30, 1996 and is recorded in COB \_\_\_\_, Page \_\_\_\_, Instrument # 994118 of the official records of St. Tammany Parish, Louisiana, does by these presents lease, let and rent for the period of time hereinafter set forth, unto the LESSEE the following described parcel of land in St. Tammany Parish, Louisiana and described as follows, 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 ten (10) years beginning November 1, 1999 and ending October 31, 2009, 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 ten (10) year period of this lease is as shown on Exhibit "A". Lease Rental Schedule attached hereto and made a part hereof.

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 LESSOR'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 LESSOR 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 LESSOR 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 LESSOR's consent. Upon notification from the LESSEE, LESSOR, 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 LESSOR'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 this Act is a sublease of the surface rights of the land involved and the parties hereto hereby recognize EADS POITEVENT, ETALS' ownership of the land herein leased and specifically recognizes recognize EADS POITEVENT, ETALS' ownership of all mineral rights in said property, including the right to explore for, develop, produce and market any oil, gas or other minerals in and under said property, and the right of ingress and egress for such purposes.

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 LESSOR 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 LESSOR, 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. LESSOR 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 LESSOR).

This lease replaces and supersedes that certain lease between Poitevent, Weyerhaeuser Company and Airport Authority No. 1 of the Parish of St. Tammany, State of Louisiana that expired on October 31, 1999 and recorded in COB \_\_\_\_\_, Folio \_\_\_\_\_, Inst. # \_\_\_\_\_, D.T. Reg. # \_\_\_\_\_ of the official records of St. Tammany Parish, Louisiana.

THUS EXECUTED on this 12<sup>th</sup> day of \_\_\_\_\_, 1999.

WITNESSES:

WEYERHAEUSER COMPANY  
a Washington Corporation

[Signature]  
Nora McCallister

By: [Signature]  
Leo T. Alford  
Vice President

*AMA*

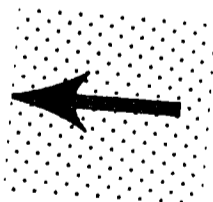
THUS EXECUTED on this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

WITNESSES:

CITY OF SLIDELL, STATE OF LOUISIANA

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Salvatore A. "Sam" Caruso  
Mayor



STATE OF MISSISSIPPI  
COUNTY OF PIKE

On this 12<sup>th</sup> day of October, 1999, 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]

[Signature]  
Lee T. Alford

[Signature]

[Signature]  
Notary Public

MY COMMISSION EXPIRES OCTOBER 2, 2000

STATE OF LOUISIANA  
PARISH OF ST. TAMMANY

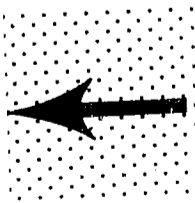
On this \_\_\_\_\_ day of \_\_\_\_\_, 1999, before me, the undersigned Notary Public, in and for the above Parish and State, personally came and appeared **Salvatore A. "Sam" Caruso**, who being by me first duly sworn, declared that he is the duly authorized Mayor of City of Slidell, State of Louisiana, 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

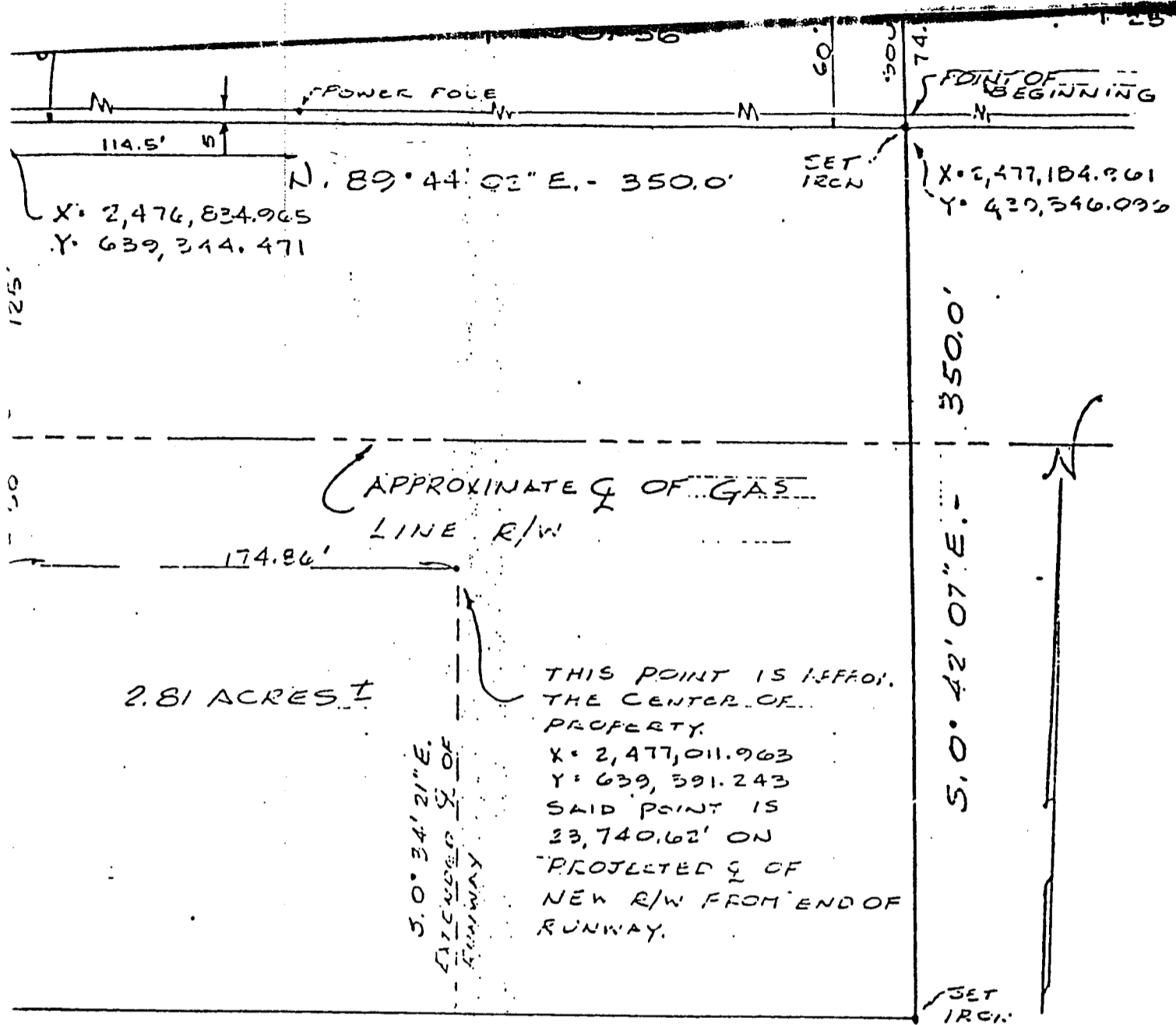


**EXHIBIT "A"**  
**LEASE RENTAL SCHEDULE**

*Rental for the ten (10) year term of this lease is as follows:*

1.	November 1, 1999-October 31, 2000	\$ 885.00
2.	November 1, 2000-October 31, 2001	\$ 929.00
3.	November 1, 2001-October 31, 2002	\$ 976.00
4.	November 1, 2002-October 31, 2003	\$1,025.00
5.	November 1, 2003-October 31, 2004	<u>\$1,076.00</u>
<b>PAYABLE IN ADVANCE NOVEMBER 1, 1999</b>		<b>\$4,891.00</b>
6.	November 1, 2004-October 31, 2005	\$1,130.00
7.	November 1, 2005-October 31, 2006	\$1,186.00
8.	November 1, 2006-October 31, 2007	\$1,245.00
9.	November 1, 2007-October 31, 2008	\$1,308.00
10.	November 1, 2008-October 31, 2009	<u>\$1,373.00</u>
<b>PAYABLE IN ADVANCE ON NOVEMBER 1, 2004</b>		<b>\$6,242.00</b>





2.81 ACRES ±

APPROXIMATE Q OF GAS LINE R/W

5.0° 34' 21" E.  
EXTENDED Q OF RUNWAY

THIS POINT IS 1.66 FROM 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.

X = 2,476,539.253  
 Y = 638,994.497

X = 2,477,189.249  
 Y = 638,998.122

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

PLAT OF SURVEY OF A PARCEL OF LAND IN SEC. 29 - T. 7 S. - R. 14 E. ST. TAMMANY PARISH, LA. FOR ELIDELL AIRPORT AUTHORITY