

1 Introduced May 11, 2021, by Councilman  
2 Tamborella, seconded by Councilwoman  
3 Denham, (by request of Administration)

4 **Item No. 21-05-3371**

5 **ORDINANCE NO. 4032**

6  
7 An ordinance authorizing the Mayor of the City of Slidell (i) to execute a mutual  
8 termination of the lease between the City of Slidell and the St. Tammany Mosquito  
9 Abatement District for certain lands at the Slidell Airport, under select conditions; (ii) to  
10 execute a release of certain lands at the Slidell Airport from the City of Slidell's inter-  
11 governmental agreement with the Parish of St. Tammany, State of Louisiana; and (iii) to  
12 take all ancillary action which may be required or advisable in connection with the  
13 foregoing.

14 WHEREAS, the City of Slidell (the "City") is the Operator/Sponsor of the Slidell  
15 Airport; and

16  
17 WHEREAS, the City currently leases the lands which comprise the Slidell  
18 Airport from the Parish of St. Tammany, State of Louisiana (the "Parish") pursuant to an  
19 Inter-Governmental Agreement between the parties dated effective January 25, 1990; and  
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21  
22 WHEREAS, the City subleases an approximately 3.58 acre tract of land at the  
23 Slidell Airport, as identified on attached Exhibit A, to the St. Tammany Mosquito  
24 Abatement District (the "District"; formerly St. Tammany Parish Mosquito Abatement  
25 District No. 2) pursuant to a Lease and Operating Agreement between the parties dated  
26  
27 effective January 22, 2007; and  
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30 WHEREAS, the District constructed certain substantial improvements on its  
31 subleased tract, and it desires to expand its facilities on an additional Slidell Airport tract  
32 approximately 3.55 acres in size, as identified on attached Exhibit A; and  
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4 WHEREAS, authorized representatives of the City, the Parish, and the District  
5 believe it is in the best interest of these public entities, and of the members of the public  
6 they serve, that the ownership of lands upon which the District's improvements are  
7 placed/will be placed be owned by the District; and  
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10 WHEREAS, the District and the City are agreeable to a mutual termination of  
11 their January 22, 2007 Lease and Operating Agreement for (i) a one-time payment by the  
12 District to the City of Three Hundred Seven Thousand Six Hundred and Sixteen and  
13 No/100 Dollars (\$307,616.00); (ii) the City's release of the lands on Exhibit A (and only  
14 those lands) from the City's January 25, 1990, Inter-Governmental Agreement with the  
15 Parish, upon confirmation of a binding agreement between the Parish and the District for  
16 the sale of the lands by the Parish to the District; (iii) a right of first refusal in favor of the  
17 City to purchase said lands should the District seek to sell them in the future; (iv) a  
18 commitment by the District to enter into a "through-the-fence" agreement with the City  
19 under the general terms set forth in the attached Exhibit B; and (v) the agreement by the  
20 District to pay any filing/recordation fees resulting from the above and, as may be required  
21 by City administration, any costs associated with an update to the Airport Layout Plan for  
22 the Slidell Airport resulting from the above.  
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33 NOW THEREFORE BE IT ORDAINED by the Slidell City Council as follows:  
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4           The Mayor of the City of Slidell is hereby authorized to execute a mutual  
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6 termination of the January 22, 2007 Lease and Operating Agreement between the City of  
7 Slidell and the St. Tammany Mosquito Abatement District in return for:

8  
9  
10           (i) a one-time payment by the District to the City of Three Hundred Seven  
11 Thousand Six Hundred and Sixteen and No/100 Dollars (\$307,616.00);

12  
13           (ii) the City's release of the lands on Exhibit A (and only those lands) from the  
14 City's January 25, 1990, Inter-Governmental Agreement with the Parish, upon confirmation  
15 of a binding agreement between the Parish and the District for the sale of the lands by the  
16 Parish to the District;

17  
18           (iii) a right of first refusal in favor of the City to purchase said lands should the  
19 District seek to sell them in the future;

20  
21           (iv) the District's entry into a "through-the-fence" agreement with the City under  
22 the general terms set forth in the attached Exhibit B; and

23  
24           (v) the agreement by the District to pay any filing/recordation fees resulting from  
25 the above and, as may be required by City administration, any costs associated with an  
26 update to the Airport Layout Plan for the Slidell Airport resulting from the above.

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28           BE IT FURTHER ORDAINED by the Slidell City Council that the Mayor of the  
29 City of Slidell is authorized to take all ancillary action which may be required or advisable  
30 in connection with the foregoing, including but not limited to the execution of all requisite  
31 agreements.  
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4 **ADOPTED** this 22<sup>nd</sup> day of June, 2021.

6 *Kenny Tamborella*

7  
8 Kenny Tamborella  
9 President of the Council  
10 Councilman, District E

11 

12 Greg Cromer  
13 Mayor

14 *Thomas P. Reeves*

15 Thomas P. Reeves  
16 Council Administrator

DELIVERED	6/24/21
9:10 am	to the Mayor
RECEIVED	7/2/21
9:05 am	from the Mayor

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The properties shown hereon are located in Flood Zones A, B & C, per Flood Map No. 22004A 0008-C, Dated 4-21-1999

Elevations shown refer to NAVD 88 (Geoid 18) and was obtained by GPS and is good for this Date and Client only

TBM 1 & TBM 2, Set 403 Nail in Power Pole, EIV=25.0'  
TBM is for reference only and does not represent the actual elevation to build to

Reference:  
1) A Topographic Survey of the Subject 1.58 Acres by J.S. Bures & Associates, Inc. Dated 9-27-2006, for St. Tammany Parish Mosquito Control, #F082265, (Based Bearings)  
2) A Utility Plan for Mosquito Abatement Facility by Richard C. Lambert, Dated 5-14-2007, Drawing No. C-2

The P.O.B. is reported to be N89°47'37" E-1278.00', 500°50'01" N-1538.99', S89°23'00" W-344.50', S00°15'24" E-254.18', S89°24'44" W-248.37', S41°15'59" W-302.01', S09°45'00" E-1784.07', S88°44'48" W-1525.00', N07°17'28" E-348.01', N08°12'47" W-1675.18', S00°00'00" E-1519.99', N02°52'41" W-171.17', N18°46'07" E-117.22', N03°04'00" E-114.14' and 180°-Interior of a common to Sections 7, 8, 17 & 18, T-8-S, R-14-E, St. Tammany Parish, La.

SEVERAL SHOWN HEREON IF ANY ARE NOT IN ACCORDANCE WITH THE PLANS OR MAPS OR RECORDS ON FILE IN THE PUBLIC RECORDS OF THE PLANNING AND ZONING DEPARTMENT OF ST. TAMMANY PARISH, LOUISIANA, THE PLANS OR MAPS OR RECORDS ON FILE IN THE PUBLIC RECORDS OF THE PLANNING AND ZONING DEPARTMENT OF ST. TAMMANY PARISH, LOUISIANA, SHALL GOVERN OVER THESE PLANS OR MAPS OR RECORDS ON FILE IN THE PUBLIC RECORDS OF THE PLANNING AND ZONING DEPARTMENT OF ST. TAMMANY PARISH, LOUISIANA.

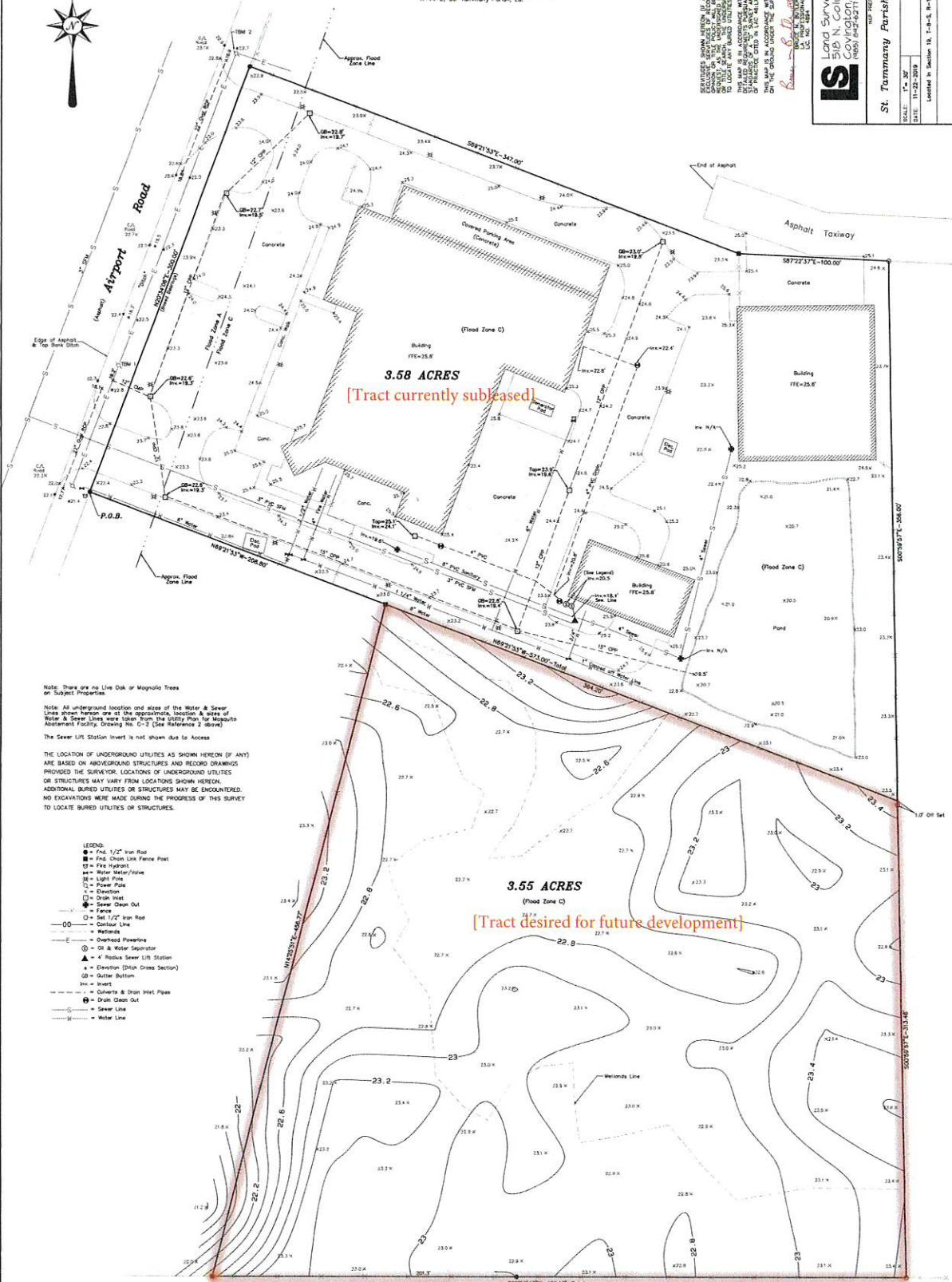
THIS PLAN IS IN ACCORDANCE WITH THE PLANS OR MAPS OR RECORDS ON FILE IN THE PUBLIC RECORDS OF THE PLANNING AND ZONING DEPARTMENT OF ST. TAMMANY PARISH, LOUISIANA.

THIS PLAN IS IN ACCORDANCE WITH A PROFESSIONAL ENGINEER'S SURVEY OF THE PROPERTY AND THE RECORDS OF THE PLANNING AND ZONING DEPARTMENT OF ST. TAMMANY PARISH, LOUISIANA.



**ST. TAMMANY PARISH MOSQUITO ABATEMENT**  
 Land Surveying, Inc.  
 518 N. Columbia Street  
 Slidell, Louisiana 70458  
 Phone: 504-885-4255 Fax: 504-885-4256

DATE: 11-22-2010  
 LICENSE NO.: 15932  
 PROJECT NO.: 10020



Note: There are no Live Oak or Magnolia Trees on Subject Properties  
 Note: All underground location and sizes of the Water & Sewer Lines shown hereon are at the approximate location & sizes of Water & Sewer Lines were taken from the Utility Plan for Mosquito Abatement Facility, Drawing No. C-2. (See Reference 2 above)  
 The Sewer Lift Station Invert is not shown due to Access

THE LOCATION OF UNDERGROUND UTILITIES AS SHOWN HEREON (IF ANY) ARE BASED ON ABOVEGROUND STRUCTURES AND RECORD DRAWINGS PROVIDED BY THE SURVEYOR. LOCATIONS OF UNDERGROUND UTILITIES OR STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURED UTILITIES OR STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO LOCATE BURED UTILITIES OR STRUCTURES.

- LEGEND**
- = 1/2" Iron Rod
  - = Flag Chain Line Fence Post
  - = Flag Ironpost
  - = Water Meter/Wave
  - = Light Pole
  - = Power Pole
  - x = Elevation
  - = Drain Inlet
  - = Sewer Clean Out
  - = Fence
  - = Set 1/2" Iron Rod
  - = Contour Line
  - = Hedlines
  - = Overhead Powerline
  - = Oil & Water Separator
  - ▲ = 4" Radius Sewer Lift Station
  - + = Elevation (Main Cross Section)
  - = Outer Bottom
  - = Invert
  - = Concrete & Drain Inlet Pipe
  - = Drain Clean Out
  - = Sewer Line
  - = Water Line

(Must verify prior to Construction)  
 Building setbacks:  
 Side: 5'  
 Rear: 5'  
 Front Street: 10'

Mun. #22512 Airport Road, Building 23, Slidell, La. 70449

THROUGH-THE-FENCE ACCESS AGREEMENT  
FOR SLIDELL AIRPORT

This Through-the-Fence Access Agreement for Slidell Airport (this "Agreement") is made and entered into effective the \_\_\_\_ day of \_\_\_\_\_ 2021 ("Effective Date"), by and between the CITY OF SLIDELL, a municipality and political subdivision of the State of Louisiana and sponsor of the Slidell Airport (referred to as "City" or as "Sponsor") and the ST. TAMMANY MOSQUITO ABATEMENT DISTRICT, a political subdivision of the State of Louisiana (referred to as "MAD" or as "User");

This Agreement incorporates and is based upon the following representations and understandings:

**WHEREAS**, City is the operator of the Slidell Airport, located in the Parish of St. Tammany, State of Louisiana (the "Airport"), with the power to grant rights and privileges with respect to the Airport, pursuant to the provisions of the Louisiana Revised Statute 2:131, et seq., among other federal, state, and local laws, rules and regulations; and

**WHEREAS**, as of the Effective Date of this Agreement, User will own real property immediately adjacent to the physical property of the Airport; and

**WHEREAS**, User seeks the right to taxi aircraft from its aforementioned real property "through-the-fence" to the Airport property and to its runway and taxiway system; and

**WHEREAS**, Article VII, Section 14(C) of the Constitution of the State of Louisiana provides that "[f]or a public purpose, the state and its political subdivisions ... may engage in cooperative endeavors with each other . . . "; and

**WHEREAS**, the parties desire to enter into this Agreement to comply with applicable law that permits general aviation airport sponsors to enter into through-the-fence

agreements with public entities / commercial users provided certain assurances are provided.

**NOW THEREFORE**, and in consideration of the mutual terms and conditions hereinafter set forth, Sponsor and User hereby agree to the following:

**ARTICLE I – PROPERTY WITH RIGHT OF ACCESS**

Legal description of User's property ("Property") with through-the-fence access to Airport:

1. That certain tract of land located in Section 19 Township 8 South Range 14 East, St. Tammany Parish, Louisiana, containing approximately 3.58 acres of land (together with all building and improvements thereon), and more particularly described as follows:

From the Section Corner common to Sections 7, 8, 17 and 18 Township 8 South Range 14 East, St. Tammany Parish, Louisiana run North 89 degrees 14 minutes 23 seconds East, 1279.05 feet; thence South 00 degrees 50 minutes 01 seconds East, 1326.99 feet; thence South 89 degrees 23 minutes 00 seconds West, 344.50 feet; thence South 01 degrees 15 minutes 26 seconds East, 2654.76 feet; thence South 89 degrees 29 minutes 44 seconds West, 249.37 feet; thence South 01 degrees 13 minutes 59 seconds East, 3020.11 feet; thence South 09 degrees 46 minutes 02 seconds East, 1764.01 feet; thence South 88 degrees 45 minutes 49 seconds West, 1525.00 feet; thence North 07 degrees 17 minutes 39 seconds East, 588.01 feet; thence North 00 degrees 47 minutes 37 seconds East, 271.89 feet; thence South 89 degrees 44 minutes 05 seconds West, 949.71 feet; thence North 06 degrees 18 minutes 44 seconds East, 171.17 feet; thence North 15 degrees 48 minutes 10 seconds East, 171.25 feet; thence North 20 degrees 34 minutes 06 seconds East, 211.41 feet to the Point of Beginning.

From the Point of Beginning continue North 20 Degrees 34 minutes 06 seconds East – 300.00 feet along said easterly line to a 1/2" iron rod and point of departure from said road. Thence South 69 Degrees 21 minutes 53 seconds East – 347.00 feet to a 1/2" iron rod. Thence South 87 Degrees 22 minutes 37 seconds East – 100.00 feet to a 1/2" iron rod. Thence South 00 Degrees 59 minutes 57 seconds East – 356.00 feet to a 1/2" iron rod. Thence North 69 Degrees 21 minutes 53 seconds West – 573.00 feet to the Point of Beginning; **and**

2. That certain tract of land located in Section 19 Township 8 South Range 14 East, St.

Tammany Parish, Louisiana, containing approximately 3.55 acres of land (together with all buildings and improvements thereon), and more particularly described as follows:

From the Section Corner common to Sections 7, 8, 17 and 18 Township 8 South Range 14 East, St. Tammany Parish, Louisiana run North 89 degrees 14 minutes 23 seconds East, 1279.05 feet; thence South 00 degrees 50 minutes 01 seconds East, 1326.99 feet; thence South 89 degrees 23 minutes 00 seconds West, 344.50 feet; thence South 01 degrees 15 minutes 26 seconds East, 2654.76 feet; thence South 89 degrees 29 minutes 44 seconds West, 249.37 feet; thence South 01 degrees 13 minutes 59 seconds East, 3020.11 feet; thence South 09 degrees 46 minutes 02 seconds East, 1764.01 feet; thence South 88 degrees 45 minutes 49 seconds West, 1525.00 feet; thence North 07 degrees 17 minutes 39 seconds East, 588.01 feet; thence North 00 degrees 47 minutes 37 seconds East, 271.89 feet; thence South 89 degrees 44 minutes 05 seconds West, 949.71 feet; thence North 06 degrees 18 minutes 44 seconds East, 171.17 feet; thence North 15 degrees 48 minutes 10 seconds East, 171.25 feet; thence North 20 degrees 34 minutes 06 seconds East, 211.41 feet; thence South 69 degrees 21 minutes 53 seconds East, 208.80 feet to the Point of Beginning.

From the Point of Beginning continue South 69 degrees 21 minutes 53 seconds East, 364.20 feet to a point; thence South 00 degrees 59 minutes 57 seconds East, 313.48 feet to a point; thence South 89 degrees 55 minutes 43 seconds West, 460.13 feet to a point; thence North 14 degrees 25 minutes 51 seconds East, 456.77 feet back to the Point of Beginning.

The Property is shown on the map attached hereto as Exhibit A. User shall have through-the-fence access to the Airport by way of the Property during the term of this Agreement (including any extensions), subject to the terms and conditions of this Agreement.

## **ARTICLE II – TERM OF AGREEMENT**

The term of this Agreement shall commence on the Effective Date, and shall continue for a 5 year period. Upon the consent of Sponsor, acting through its Mayor or his/her designee, this Agreement may be renewed, subject to any changes deemed necessary by Sponsor, for three (3) additional terms of 5 years each. The term (including any extensions) shall be subject to all grounds for termination which may be set forth herein.



### **ARTICLE III – CONDITIONS AND PROHIBITIONS**

1. **Uses.** User shall utilize the Property only for its public purpose as a public entity, i.e. mosquito abatement and mosquito-transmitted pathogen management for St. Tammany Parish, Louisiana, and for no other use. User shall not permit any third person or entity to engage in any temporary or permanent use of the Property, whether for an aeronautical or non-aeronautical, commercial or non-commercial use.

2. **Sale of Aviation Fuels Prohibited.** User shall not permit any person or entity to sell aviation fuels on the Property.

3. **Prohibitions and Restrictions on Access.** User is specifically prohibited from granting or selling any access/egress to the Airport through the Property to any other parties. This restriction also includes User taking reasonable precautions acceptable to Sponsor to prevent the accidental access to the Airport by vehicles, pedestrians, pets, etc.

### **ARTICLE IV – ACCESS FEE TO SPONSOR**

The access provided for under this Agreement is subject to the payment by User of the monthly, generally applicable tie-down fee then in effect (currently Thirty Dollars (\$30.00) per aircraft) for the Airport for each aircraft User keeps on the Property. These payments shall be made, in advance, on a quarterly basis, prorated for partial quarters. Additionally, User shall be responsible to pay generally applicable flowage fees then in effect for the Airport based on fuel delivered to User and any other generally applicable charges applied to tenants of the Airport from time to time.

Any access payment not received by Sponsor within five (5) days of the due date shall be deemed delinquent and shall bear interest at the rate of one and one-half percent

(1 ½%) per month from the date same is due until paid, reserving to Sponsor the right to take any other such action available to it under this Agreement or applicable law.

All payments shall be made to Sponsor through its Finance Director at P.O. Box 828, Slidell, Louisiana 70459 or at such other address as Sponsor may designate from time to time in writing.

**ARTICLE V - CONSTRUCTION AND MAINTENANCE OF PRIVATE-USE  
INFRASTRUCTURE**

It is understood and agreed that User shall obtain all requisite permits and authorizations that may be required from relevant entities, including Sponsor, before construction or repair of any building or improvement on the Property. User shall not be entitled to construct, place, or maintain any building or improvement on the Property which interferes with the operations of the Airport or which is in violation of the Rules and Regulations of the Airport. User shall be solely responsible for the maintenance, operation, repair, and replacement of its Property and the buildings and improvements thereon.

Notwithstanding anything herein contained to the contrary, User expressly agrees to pay any and all costs associated with private-use infrastructure (taxiway, fence, signs, taxiway lights, electrical power, gates, security controls, etc.) required by Sponsor for User's access to the Airport. These costs are in addition to the access fees described above.

**ARTICLE VI - AGREEMENT SUBORDINATE TO GRANT ASSURANCES, AND  
FEDERAL, STATE, AND LOCAL OBLIGATIONS**

This Agreement shall be nonexclusive and shall at all times be subordinate to the provisions of any existing or future agreements between Sponsor and the United States Government or the State of Louisiana (including any state agency), or to any order issued by the United States Government or the State of Louisiana (including any state agency)

applicable to Sponsor, or to any grant assurances of the Sponsor or Airport, or to any of the Sponsor's/Airport's Federal, State, or local obligations. The parties further understand and agree that this Agreement shall be subject to that certain Inter-Governmental Agreement, effective January 25, 1990, between Sponsor, the Parish of St. Tammany, and St. Tammany Airport Authority No. 1.

User agrees to abide by the Airport Rules and Regulations in effect as of the date of this Agreement and as may be amended from time to time.

#### **ARTICLE VII - TERMINATION OF AGREEMENT**

1. **Events of Default by User.** Sponsor, at its option, may declare this Agreement terminated in its entirety upon the happening of any one or more of the following events and may exercise all rights related to the termination of this Agreement:

- a. User access fees outlined in Article IV, or any part thereof, are unpaid for 30 days, or
- b. If User shall file a voluntary petition in bankruptcy, or make a general assignment for the benefit of creditors, or if User is adjudicated as bankrupt, or User otherwise assigns or attempts to assign its interest herein without the required prior written consent of Sponsor; or
- c. If User shall use or permit the use of User's premises at any time for any purpose which is not authorized by this Agreement, or if User shall use or permit the use thereof in violation of any law, rule or regulation, (including the Airport Rules and Regulations), to which User has agreed to conform; or
- d. User fails to meet any term or condition of this Agreement.

2. **Notice of Default.** If User shall default in the performance of any other term of this Agreement (except the payment of fees), then Sponsor shall send to User a written notice of default, specifying the nature of the default, and User shall, within thirty (30) days after the date of the notice, cure and remedy the default, and this Agreement shall then continue as before.

- a. If User shall fail to timely cure and remedy such default, Sponsor shall have the right to declare, by written notice to User, that User is in default, and to use all remedies available to Sponsor under this Agreement. However, if by its nature, such default cannot be cured within such thirty (30) day period, such termination shall not be effective if the defaulting party commences to correct such default within said thirty (30) days and corrects the same as promptly as reasonably practicable.
- b. Termination of this Agreement for non-payment of fees to Sponsor by User shall not become effective until after the expiration of fifteen (15) days written notice thereof by Sponsor to User and User fails to pay all moneys owed, fully within said period.

3. Notwithstanding anything in the foregoing to the contrary, in the event User is dissolved, this Agreement shall be deemed automatically terminated. Further, notwithstanding anything in the foregoing to the contrary, this Agreement shall not be effective as to any third party assignee of User not expressly approved in writing by Sponsor. In no case shall this Agreement be effective if User does not wholly own the Property.

#### **ARTICLE VIII – NOTICES**

Except as otherwise provide for in this Agreement, all notices required under this

Agreement shall be in writing and deemed properly given or made upon receipt if delivered by nationally recognized overnight courier, or registered or certified mail, postage prepaid to the addresses listed below:

**To User:**

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**With a copy to:**

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**To Sponsor:**

City of Slidell  
Attn: Mayor  
P.O. Box 828  
Slidell, LA 70459

**With a copy to:**

City of Slidell  
Attn: City Attorney  
P.O. Box 828  
Slidell, LA 70459

**and**

Airport  
Attn: Airport Manager  
62512 Airport Road, Building 12  
Slidell, LA 70460

or such other address as either party may designate in writing from time to time.

**ARTICLE IX – MISCELLANEOUS PROVISIONS**

1. **Indemnity.** User shall and will indemnify and save harmless Sponsor, and Sponsor's elected officials, agents, and employees, from and against any and all liability, penalties,

expenses (including attorney's fees), causes of action, suits, claims or judgments for death, injury, or damages to persons or property arising out of or related to the operations of User (including User's officers, employees, agents, and contractors) at the Property or at the Airport during the term of this Agreement, save and except any such liabilities which result from the acts or omissions of Sponsor or Sponsor's elected officials, agents, or employees.

2. **Legal Provisions.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall forthwith be amended to make such insertion or correction. The parties agree not to discriminate in their respective employment and services practices, and shall fulfill their obligations under this Agreement without regard to race, color, age, religion, sex, national origin, veteran status, genetic information, political affiliation, or disability.

3. **Independent Contractors.** The relationship between the parties hereto shall be that of independent contractors.

4. **Third Party Beneficiaries.** Except as may be expressly stated in this Agreement, nothing herein shall be construed or interpreted to give any person other than Sponsor and User any legal or equitable right, remedy, claim, or defense under or in respect of this Agreement. There are no intended third party beneficiaries of this Agreement, except as may be expressly stated in this Agreement.

5. **Waiver.** A waiver by either party of a default by the other party and/or the performance of the other party's obligations contained in this Agreement shall not be

deemed a waiver of the performance of any other obligations or of any subsequent default in the performance of the same or any other obligation contained in this Agreement.

6. **Entire Understanding.** This Agreement embodies the entire understanding and agreement between the parties with respect to the subject matter hereof and replaces and supersedes any and all other agreements, whether in writing or otherwise, governing the subject matter herein. This Agreement may be amended or modified only by written documents duly authorized, executed, and delivered by Sponsor and User.

7. **Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument. A scanned or electronically reproduced copy of this fully executed Agreement shall have the same legal effect as an original signed version of this Agreement.

8. **Assignment.** Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by User without the express prior written consent of Sponsor. Any purported assignment by User without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

9. **Force Majeure:** Any prevention, delay, or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorism, terrorist activities, inability to obtain services, labor, or materials or reasonable substitutes therefore, governmental actions, public health emergencies, civil commotions, fire, flood, earthquake or other casualty, and other causes beyond the reasonable control of the party obligated to perform, except with respect to the

obligations imposed with regard to payments by User to Sponsor hereunder (collectively, a "Force Majeure"), notwithstanding anything to the contrary contained in this Agreement, shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Agreement specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure.

**10. Governing Law; Venue.** This Agreement shall be governed and interpreted by the laws of the State of Louisiana, without regard to conflicts of law principles. The obligations and undertakings of both parties hereto shall be performed in the City of Slidell, Louisiana. In the event that any legal proceeding is brought to enforce the terms of this Agreement, the same shall be brought in state or federal courts, as appropriate, having jurisdiction for St. Tammany Parish, Louisiana.

**11. Authority.** Each person signing this Agreement represents and warrants that he/she has full authority to do so and hereby bind the entity on whose behalf he/she is signing.

[SIGNATURES ON FOLLOWING PAGE]



**THROUGH-THE-FENCE ACCESS AGREEMENT**  
**FOR SLIDELL AIRPORT**  
**[SIGNATURE PAGE]**

Thus done and signed by the authorized representative of St. Tammany Mosquito Abatement District in front of the undersigned competent witnesses, on the \_\_\_ day of \_\_\_\_\_, 202\_\_, effective as of the Effective Date.

WITNESSES

ST. TAMMANY PARISH MOSQUITO  
ABATEMENT DISTRICT

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

By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Thus done and signed by the authorized representative of the City of Slidell in front of the undersigned competent witnesses, on the \_\_\_ day of \_\_\_\_\_, 202\_\_, effective as of the Effective Date.

WITNESSES

CITY OF SLIDELL, LOUISIANA

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

By: \_\_\_\_\_  
George G. Cromer  
Mayor