

Item Number: 84-5-712
Amended: June 26, 1984

ORDINANCE NO. 1728

An ordinance leasing parcels of city property to the Slidell Youth Soccer Club.

BE IT ORDAINED by the Slidell City Council, in legal session convened,
that:

WHEREAS, the City of Slidell would benefit from additional recreational use by the lease of the below described property to the Slidell Youth Soccer Club, the City of Slidell shall lease the following property to-wit:

- A. ALL THAT CERTAIN PARCEL OF LAND being designated as Tract 1, situated in Section 44, Township 9 South, Range 14 East, St. Tammany Parish, Louisiana, being more fully described as follows:

From the Southwest Corner of Section 15 in said Township and Range, South 27 degrees, 30 minutes, 00 seconds West 38.53 chains to a point, thence South 45 degrees, 00 minutes, 00 seconds West 1,650.00 feet to a point, thence South 44 degrees, 45 minutes, 00 seconds East 229.30 feet to the Point of Beginning.

Thence South 44 degrees, 45 minutes, 00 seconds East 740.18 feet to a point, thence South 89 degrees, 30 minutes, 00 seconds West 1,377.91 feet to a point, thence North 530.21 feet to a point, thence North 89 degrees, 30 minutes, 00 seconds East 856.79 feet to the Point of Beginning.

Containing in all 13.60 acres of land, more or less.

- B. ALL THAT CERTAIN PARCEL OF LAND being designated as Tract 2 situated in Section 44, Township 9 South, Range 14 East, St. Tammany Parish, Louisiana, being more fully described as follows:

From the Southwest Corner of Section 15 in said Township and Range, South 27 degrees, 30 minutes, 00 seconds West 38.53 chains to a point, thence South 45 degrees, 00 minutes, 00 seconds West 1,650.00 feet to a point, thence South 44 degrees, 45 minutes, 00 seconds East 229.30 feet to the Point of Beginning.

Thence North 46 degrees, 54 minutes, 21 seconds East 175.07 feet to a point, thence South 44 degrees, 45 minutes, 00 seconds East 1,116.04 feet to a point, thence South 45 degrees, 11 minutes, 00 seconds West 175.00 feet to a point, thence North 44 degrees, 45 minutes, 00 seconds West 1,121.30 feet to the Point of Beginning.

Containing in all 4.49 acres of land, more or less.

to the Slidell Youth Soccer Club.

The City and the SYSC do hereby mutually agree to the following terms for the lease of the described property:

1. The City shall lease the property to the SYSC for \$1.00 per acre per year for 20 years.

a. The Slidell City Council reserves the right to revoke this lease at any time, after a public hearing, where it is found that conditions stipulated under Section 2.a.1. through 2.a.4. are not being met.

2. The SYSC shall have the option to renew this lease for an additional

1 20 years under the following terms:
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3 a. The Slidell City Council may refuse the renewal option if it finds
4 after a public hearing at a legally convened council meeting that there
5 warrants a public purpose in reacquiring control of the property.
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8 Such public purpose shall include the following:
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10 1. Dangerous conditions that the SYSC has failed to remedy after
11 being notified in writing by the City of Slidell more than 30 days
12 before the public hearing.
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14 2. Non-use of the fields by the SYSC for more than one playing
15 season.
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17 3. Inactivity, disolution, disorganization of the SYSC as witnessed
18 by less than 200 children.
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20 4. Failure of the SYSC to abide by the terms of this agreement.
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22 3. The SYSC will develop all fields and appurtenances and maintain them
23 with no financial support from the city.
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26 4. The SYSC will retain funds derived from clearing of the timber.
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28 5. The SYSC shall at all times maintain in full force a general
29 liability policy in the amount not less than one half of that maintained by
30 the City of Slidell.
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32 6. The SYSC shall not sublease this property to any other party, person
33 or organization without the specific written approval of the City of Slidell.
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35 7. The SYSC shall indemnify and hold harmless the City of Slidell, its
36 agents and assigns from any and all claims of damage or injury to persons or
37 property which shall arise from the use of this property by the SYSC, whether or
38 not such claims are true or founded, such indemnification shall include payments
39 by the SYSC of all settlements, damages, awards, attorneys fees and court
40 costs arising from such claims.
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42 8. Membership in the SYSC shall be open to all person regardless of
43 race, color, creed, sex or nationality.
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45 9. The City of Slidell shall retain the following easements:
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47 a. A 75 foot easement and right-of-way on the south boundary of the
48 13 acre parcel of land for a roadway connecting Sparta Drive and
49 the road in Fritchie Park.
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51 b. A 150 foot drainage and access easement through the 13 acre parcel
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generally following the existing drainage swale. This easement to be used for the construction and maintenance of a new canal.

Both of these easements are as shown on the attached plat attached hereto and made a part hereof.

10. The City of Slidell makes no warranty as to title or fitness of the land for any purpose. The SYSC accepts the land with all present easements and reservation even though they may not be spelled out in this document.

11. In the event that a dispute shall arise as to the terms or carrying out of this contract, both sides shall agree to submit such dispute to arbitration. Both parties shall select an arbitrator and those arbitrators shall select a third arbitrator for the panel. Both parties shall submit their arguments to the panel and a majority decision of the panel shall be binding.

12. The SYSC membership shall be open to the general public and shall not be restricted.

13. The SYSC shall at all times make available to the City of Slidell, upon request, membership rosters, rules and regulations, minutes of meetings to verify compliance with this contract.

14. This Council does not assume responsibility for any interests, known or unknown, in granting this lease.

15. The granting of this lease is subject to the approval of all pertinent agencies of the Government of the United States of America.

The Mayor is hereby authorized to sign any and all papers or documents necessary for the completion of this transaction.

ADOPTED this 26th day of June, 1984.

DELIVERED 6-28-84

12 noon to the Mayor

RECEIVED 7-11-84

10:43AM from the Mayor

Gerri G. Ingrao
Gerri G. Ingrao
Clerk of the Council

Philip M. Salvaggio
Philip M. Salvaggio
Councilman, District F
President of the Council

M.W. Hart
M.W. "Webb" Hart
Mayor