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Introduced July 11, 1989, by
Councilman Washington, seconded by
Councilman-at-large Martinez

Item No. 89-07-1371

ORDINANCE NO. 2273

An ordinance authorizing the Mayor, or his
representative, to enter into a lease agreement for a city
right-of-way in exchange for maintenance thereof.

WHEREAS, the City of Slidell is the owner of certain
property in Park Place subdivision; and

WHEREAS, said property has no value to the City of
Slidell except as a right-of-way; and


WHEREAS, the lessee shall maintain said leased property.


NOW THEREFORE BE IT ORDAINED by the Slidell City Council
that it does hereby authorize the Mayor, or his representative, to
enter into a lease agreement for city land in the manner and form
of Exhibit "A" attached hereto and made a part thereof.

ADOPTED this 8th day of August, 1989.

DELIVERED
8/9/89 10:15 a.m.
to the Mayor

RECEIVED
8/10/89 11:15 a.m.
from the Mayor


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


Salvatore A. Caruso
Mayor



Davis Dautreuil
Council Administrator/Clerk of the Council

Exhibit "A"

LEASE AGREEMENT

STATE OF LOUISIANA

BY: CITY OF SLIDELL

PARISH OF ST. TAMMANY

TO:

This lease is entered into this _____ day of _____, 1989, between the CITY OF SLIDELL (hereinafter referred to as CITY), represented by SALVATORE A. "SAM" CARUSO, acting in his official capacity as Mayor, and specifically authorized by the Slidell City Council by ordinance number _____ dated _____, 1989, and Francis C. Merritt, Jr., whose mailing address is 1147 Cousin (Blanchard) Street _____ hereinafter referred to as LESSEE).

CITY and LESSEE do hereby mutually agree to the following terms for the lease of the following described property which is presently owned by CITY.

Lot 4, Park Place Subdivision, Slidell,
St. Tammany Parish, Louisiana.

1. CITY leases the property to LESSEE for ONE AND NO/100 (\$1.00) DOLLAR per year for 10 years beginning on _____, 1989, for the express use as side yard _____.

The term of this lease is for 10 years, with an option to renew for an additional 10 year period on the same terms and conditions.

2. CITY reserves the right to revoke this lease at any time, following a meeting with LESSEE where it is found that sufficient conditions stipulated in this lease are not being met or that the use of this property by LESSEE is creating a public nuisance. Such public nuisance shall include the following:

- a) Dangerous conditions that LESSEE has failed to remedy after being notified in writing by CITY more than thirty (30) days before the meeting. Such notice to be sent Certified Mail to LESSEE.
- b) Non-use of the property by LESSEE for more than one (1) consecutive year during the lease term.
- c) Failure of LESSEE to abide by the terms of this agreement.

3. LESSEE shall maintain the property with no direct financial support from CITY. No permanent improvements may be constructed without prior permission of CITY.
4. LESSEE shall maintain in full force a general liability policy in an amount not less than \$100,000.00. CITY shall be named as an "additional insured as its interest may apply".
5. LESSEE shall not sublease this property to any other party, person or organization without the specific written approval of CITY.
6. LESSEE shall indemnify and hold harmless CITY, its agents and assigns from any and all claims of damage or injury to persons or property which shall arise from the use of this property by LESSEE, whether or not such claims are true or founded. Such indemnification shall include payments by LESSEE of all damages, awards, attorneys' fees and court costs arising from such claims. CITY shall promptly notify LESSEE within thirty (30) days of any claims or suits against CITY, its agents, employees or assigns arising from the use of the property by LESSEE. LESSEE shall have the option to assume the defense of any party covered by this indemnity provision, to select counsel, and to assert any defense available to that party or LESSEE. Failure of CITY to promptly notify LESSEE of any claim or suit shall constitute a waiver of the right of indemnity to the extent, but only to the extent that such failure to notify prevents LESSEE from asserting a defense or increases the amount which may be due.
7. CITY makes no warranty as to title or fitness of the land for any purpose. LESSEE accepts this land with all present easements and reservations and improvements constructed thereon. If any party challenges the title to the property, or asserts any lien, easement, servitude, or claim against the property, and the CITY declines to defend the same, CITY shall promptly notify LESSEE which shall thereupon have the right, but not the obligation, to assume the defense of the matter and to assert any defense available to the CITY.

8. 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.

9. CITY does not assume responsibility for any interests, known or unknown, in granting this lease.

Title to the permanent improvements on the leased premises, including any fence and culverts, shall automatically revert to CITY without any reimbursement to LESSEE should this lease expire by its own terms or be terminated at an earlier date by LESSEE. This lease may be terminated at any time by LESSEE by giving CITY thirty (30) days' prior notice by Certified Mail, Return Receipt Requested.

11. CITY reserves the right to enter the leased premises for maintenance of drainage improvements located thereon without any benefit of reimbursement to LESSEE.

WITNESSES:

CITY OF SLIDELL

BY: _____

BY: _____
