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6 Amended 4/28/92 by
7 Ordinance 2438
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Introduced November 12, 1991, by
Councilwoman Williams, seconded by
Councilmen Singletary, Martinez,
Washington, Callahan, Van Sandt,
Barthelemy, Berault, and Schedler

Item No. 91-11-1543

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ORDINANCE NO. 2410

An ordinance leasing a parcel of City property to the Louisiana Board of Trustees for State Colleges and Universities.

BE IT ORDAINED by the Slidell City Council that as the City of Slidell would benefit from the construction and use by lease of a certain property to the Louisiana Board of Trustees for State Colleges and Universities and as the property is not presently needed for public purposes, the City of Slidell shall lease the following property:

Twenty (20) acres of land, lying and being situated in Lot three, Section thirty-two (32) and in the Northeast corner of Section thirty-seven (37) Township Eight South, Range 14 East, 9th Ward, St. Tammany Parish, Louisiana, more fully described as follows: From the corner common to Sections 31, 32 and 37, of Township 8 South, Range 14 East, go South 62 degrees, 45 minutes East 1486.98 feet to the Southwest corner of Lot One, Section 32, and thence go South 970.86 feet to the point of beginning.

Thence East 1287.66 feet to the Westerly edge of the 100 foot road leading to Camp Villere, thence South along the Westerly edge of said 100 foot road a distance of 676.5 feet, thence West 1287.66 feet, thence North 676.5 feet to the point of departure.

A portion of this property shall be used as a site for the construction and use of a Community College Campus and shall be more fully identified in an intergovernmental agreement between the parties.

The City and the Louisiana Board of Trustees for State Colleges and Universities, hereafter referred to as the lessee, do hereby mutually agree to the following terms for the lease of the above described property:

1. The City shall lease the property to the lessee for one dollar (\$1.00) per year for three (3) years.
2. The lessee shall have the option to renew this lease for an appropriate period of time, up to ninety-nine (99) years, by agreement, expressed by resolution, by the Slidell City Council.

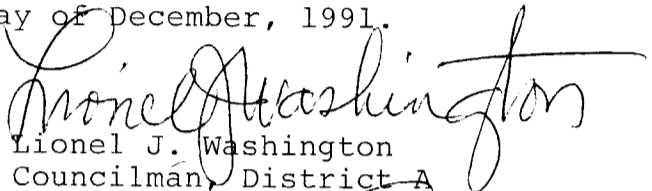
- 13 3. The lessee may cancel this lease by written notice to the
14 Slidell City Council in the event the lessee shall
15 determine that for whatever reason a community college
16 will not be constructed on the property.
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21 4. On revocation of the lease by the lessee the title to all
22 buildings, roads, appurtenances, and appropriate
23 facilities such as, but not limited to, water systems,
24 drainage systems and sewer systems, and recreational
25 facilities shall thereafter reside in the City of Slidell.
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30 5. The Slidell City Council may revoke the lease by
31 resolution if after six (6) years from the original lease
32 there is clearly no intent to develop or complete a
33 community college by the lessee as evidenced by lack of
34 construction, lack of plans, or other appropriate evidence
35 of intent to proceed, the City Council to be the judge of
36 what evidence is appropriate.
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41 6. The lessee shall pay on behalf of and hold harmless the
42 City of Slidell, its agents and assigns, from any and all
43 claims of damage or injury to persons or property which
44 shall arise by the use of this property by the lessee,
45 whether or not such claims are true or founded. These
46 payments by the lessee shall include expenses of all
47 settlements, damages, awards, attorney fees, court costs,
48 and any or all other costs arising from such claims.
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53 7. Lessee shall maintain liability insurance to the extent of
54 One Million Dollars (\$1,000,000.00) or half the amount
55 maintained by the City of Slidell, whichever is the
56 greatest, and furnish the City with a certificate of
57 insurance annually on the anniversary date of this lease.
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61 8. The City of Slidell makes no warranty as to the title or
62 fitness of the land for any purpose. This lessee accepts
63 the land with any present easements and reservations even
64 though they may not be spelled out in this document.
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14 9. The City of Slidell does not assume responsibility for any
15 interests, known or unknown, in granting this lease.
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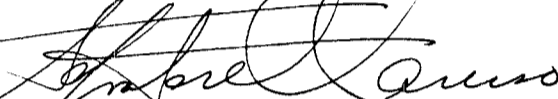
18 The Mayor of the City of Slidell is authorized to sign
19 any and all papers or documents necessary for the completion of
20 this transaction.
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25 ADOPTED this 10th day of December, 1991.
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29 DELIVERED
30 12/12/91 10:00 a.m.
31 to the Mayor


Lionel J. Washington
Councilman, District A
President of the Council

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33 RECEIVED
34 12/16/91 11:45 a.m.
35 from the Mayor


Salvatore A. Caruso
Mayor

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39 Davis Dautreuil
40 Council Administrator/Clerk of the Council
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