

1 Introduced February 11, 2003, by
2 Councilwoman Williams, seconded by
3 Councilman Kingston (both by request of
4 Administration)

5 **Item No. 03-02-2337**

6 **ORDINANCE NO. 3117**

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8 An ordinance authorizing the Mayor of the City of Slidell to lease a certain
9 portion of land from Ms. Deborah Dudenhefer for a beacon tower site at the Slidell
10 Airport.

11 WHEREAS, the City of Slidell has a need for certain land owned by Ms.
12 Deborah Dudenhefer for a beacon tower site at the Slidell Airport; and

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14 WHEREAS, said party has offered to lease the necessary land to the City
15 of Slidell for a ten (10) year period. The lease payments will be in five (5) year
16 increments, six thousand dollars (\$6,000.00) for the first five (5) years and six thousand
17 dollars (\$6,000.00) for the second five (5) years.

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19 NOW THEREFORE BE IT ORDAINED by the Slidell City Council that it
20 does hereby authorize its Mayor to execute a lease with Ms. Deborah Dudenhefer for a
21 ten (10) year period. The lease payments will be in five (5) year increments, six
22 thousand dollars (\$6,000.00) for the first five (5) years and six thousand dollars
23 (\$6,000.00) for the second five (5) years, beginning March 11, 2003, and ending on
24 March 12, 2113, and fully described in Exhibit A attached hereto and made a part
25 hereof.
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1 ORDINANCE NO. 3117
2 ITEM NO. 03-02-2337
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5 ADOPTED this 11th day of March, 2003.

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7 Pearl Williams
8 President of the Council
9 Councilwoman-at-Large

10 DELIVERED 9:30 a.m.

11 3/14/03 to the Mayor

12 RECEIVED 11:00 a.m.

13 3/18/03 from the Mayor

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15 Ben O. Morris
16 Mayor

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18 Shawn B. McManus
19 Clerk of the Council
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UNITED STATES OF AMERICA
PARISH OF ST. TAMMANY
CITY OF SLIDELL, LOUISIANA

LEASE AGREEMENT

THIS AGREEMENT dated the 11th day of March, 2003, between the owners/lessor(s), Ms. Deborah Dudenhefer, hereinafter referred to as "Lessor," and the City of Slidell, Louisiana, a municipal corporation of the State of Louisiana, hereinafter referred to as the "Tenant."

WHEREAS, the City of Slidell owns and operates a public use airport facility, which airport is known as the Slidell Municipal Airport; and

WHEREAS, the City of Slidell recognizes the potential benefits of an all-weather transportation facility including improved safety for both aircraft passengers and for persons on the ground and is desirous of placing in operation an electronic navigation aid specifically identified as a Non-Directional Radio Beacon (NDB) for the Slidell Airport; and

WHEREAS, the City of Slidell is required to furnish all necessary servitudes and rights of way and is desirous of leasing from Lessor certain premises more fully described herein for the purpose of installing the Non-Directional Radio Beacon.

NOW, for and in consideration of the rents, covenants, and agreements herein contained, Tenant does hereby lease from Lessor all rights and easements for the Non-Directional Radio Beacon site for the following terms and conditions.

1. Lessor does hereby lease unto Tenant the following described tract of land with respect to which Tenant is to have, for the term of this lease, the exclusive use of the tract, indicated on the attached plat, more particularly described as follows:

A certain parcel lying and being situated in Section 39, T9S-R14E, Greensburg Land District, near the City of Slidell, St. Tammany Parish, Louisiana, being more fully described as follows, to wit:

From the most northerly corner of Section 40, T8S-R13E, proceed S28 degrees 10'W; 2,340.0 feet; thence, S60 degrees 21'E 6302.5 feet to the iron at the point of beginning of the property hereinafter described.

From said point of beginning, an iron at the intersection of Thompson Road and Cottonwood Lane, continue S60 degrees 21'00"E along the Cottonwood Lane right-of-way a distance of 200.00 feet to an iron; thence S19 degrees 17'00"W 200.00 feet to an iron; thence N60 degrees 21'00"W 200.00 feet to an iron at the edge of the Thompson Road right-of-way; thence N19 degrees 17'00"E along said right-of-way line a distance of 200.00 feet to the iron at the point of beginning; containing 0.903 acres, all more completely as shown on plat of survey by Clinton P. Lovell, P.I.S., La. Reg. Land Surveyor No. 4520, a copy of which is

attached hereto and made a part thereof. Said plat being Job No. 101202, dated December 9, 1991.

2. Lessee shall have the right to erect and maintain an electronic navigational aid, specifically described as a Non-Directional Radio Beacon upon the premises which shall conform to all regulations of the Federal Aviation Administration and the Federal Communications Commission.

3. Tenant shall have the right to erect, maintain, repair, inspect, operate and remove, upon a single line of poles, with necessary anchorage and appurtenances, telephone, telegraph or electrical lines, or any of them, over, through, upon, across and under property owned by Lessor to the Non-Directional Radio Beacon site, such lines to be located in the location to be approved and specified by Lessor.

4. Tenant shall have the right to use existing access. No other access may be constructed to the Non-Directional Radio Beacon site.

5. Together with all rights of ingress and egress to and from the Non-Directional Radio Beacon site, Lessor shall have, with the exception of the 10 foot by 10 foot transmitter site which shall be fenced and located at the approximate center of the tract, the right to fully use and enjoy the above described property. Tenant hereby agrees and obligates itself to pay any damages which may occur to crops, pasturage, fences or buildings of Lessor as a result of the rights herein granted.

6. The term of this lease shall be for a period of ten (10) years, commencing on the 11th day of March, 2003, and ending on the 12th day of March, 2113. The lease may be extended for two additional five-year terms, at the sole discretion of the Lessor. Lessor agrees to notify Tenant within six (6) months of the end of the term of the lease if the Lessor will extend the terms of the lease on the same terms contained herein, for another five-year term.

7. The consideration of this lease is the payment to Lessor of the price of twelve hundred dollars (\$1,200.00) per year, in hand paid, the receipt of which is hereby acknowledged and full acquittance and discharge thereafter given.

8. Tenant shall maintain the structures constructed by it in good order and make such repairs as are necessary. Tenant shall keep any grass or other vegetation within the fenced enclosure trimmed to prevent an unsightly appearance. Tenant shall plant and maintain

shrubbery around the fence enclosure. The shrubbery to be at a height (when planted) consistent with the fence height.

Lessor shall be responsible for maintaining the remaining portion of the leased area in order to prevent an unsightly appearance.

If it becomes necessary to abandon this navigational facility, Tenant shall remove all structures within 120 days of the date of the abandonment.

9. The City of Slidell will save and hold the Lessor harmless from any liability or claim for damages arising out of the construction or operation of this navigational aid, and agrees to defend any suit brought against the Lessor as a result of this project.

WITNESSES:

_____ Lessor

_____ Lessor

WITNESSES:

CITY OF SLIDELL, LOUISIANA

BY: _____
BEN O. MORRIS, Mayor

Notary Public