

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL April 8, 2010

CALENDAR NO. _____

No. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER WILLARD LEWIS

AN ORDINANCE to authorize the City of New Orleans to enter into a contract of lease with **NOLATOWN DEVELOPMENT GROUP, LLC** for those certain portions or parcels of property known as **Lincoln Beach and Groves 9 & 10, Section 2, New Orleans Lake Shore Land Company tract (leased premises)**, with all improvements and appurtenances thereon, all in the Third Municipal District, no longer needed for public purposes at this time to be used to facilitate and coordinate the development of the leased premises as a mixed-use facility, primarily for entertainment and public park uses, and to provide otherwise with respect thereto.

WHEREAS, the City of New Orleans is the owner of the immovable properties known as **Lincoln Beach and Groves 9 & 10 (leased premises)**, all located in the Third District of the City of New Orleans; and:

WHEREAS, the development of **Lincoln Beach and Groves 9 & 10** will serve to promote much-needed economic growth in the area, as well as the preservation of an area of historic significance; and

WHEREAS, **NOLATOWN DEVELOPMENT GROUP, LLC** intends to facilitate and coordinate the development of **Lincoln Beach and Groves 9 & 10** as a mixed-use facility, primarily for entertainment and public park uses; and

WHEREAS, the City of New Orleans desires to lease the Property to **NOLATOWN**

DEVELOPMENT GROUP, LLC and **NOLATOWN DEVELOPMENT GROUP, LLC** desires to lease **Lincoln Beach and Groves 9 & 10** for development, subject to the terms and conditions contained in the lease; **NOW, THEREFORE,**

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS

HEREBY ORDAINS That the Mayor of the City of New Orleans is hereby authorized to execute a lease with **NOLATOWN DEVELOPMENT GROUP, LLC** for those certain portions of property known as **Lincoln Beach and Groves 9 & 10, Section 2, New Orleans Lake Shore Land Company tract (leased premises)**, subject to all restrictions which may appear in the chain of title, located in the Third Municipal District, not presently needed for public purposes, to be used as a mixed-use facility, primarily for entertainment and public park uses, all as more fully described below:

Those certain portions of ground known as Lincoln Beach and Groves 9 & 10, Section 2, New Orleans Lakeshore Land Company Tract, all in the Third Municipal District,

LINCOLN BEACH

A **CERTAIN PORTION OF GROUND**, together with all the improvements thereon and component parts, including but not limited to all buildings erected thereon, piers, wharfs, boat mooring piles, and other constructions located on or appertaining to the said property and all the rights, ways, privileges, servitudes, advantages, and appurtenances thereunto belonging or in anywise appertaining, situated in the **STATE OF LOUISIANA, PARISH OF ORLEANS, THIRD MUNICIPAL DISTRICT, CITY OF NEW ORLEANS**, designated as **LINCOLN BEACH**, bounded by Lake Pontchartrain, Southern Railroad (Formerly Alabama Great Southern Railroad) and Hayne Boulevard (Side) and is more fully described as follows: **COMMENCE** at the intersection of the longitudinal centerline of the vehicular underpass and the northerly right-

21 of-way line of Southern Railroad (Formerly Alabama Great Southern Railroad) THENCE, along
22 the aforesaid northerly right-of-way line, along a curve to the right, in a southwesterly direction,
23 with a radius of 90,453 feet, having an arc length of 714.05 feet (Plan), 712.18 feet (Actual),
24 along a chord bearing of S 89°59'26" W (Plan), N 89°50'13" W (Actual) a distance of 714.05 feet
25 (Plan), 712.18 feet (Actual) to the POINT OF BEGINNING, said point is marked by an iron rod
26 (set) THENCE, N 01°39'11" S a distance of 454.89 feet to a point, marked by an iron rod (set);
27 THENCE, N 22°56'34" E a distance of 29.20 feet to a point on a wooden bulkhead, marked by an
28 iron rod (set); THENCE, along the aforesaid wooden bulkhead, N 00°30'27" E a distance of 16.32
29 feet to a point, marked by an iron rod (set); THENCE, N 45°13'11" E a distance of 107.93 feet
30 (Actual), 132.38 feet (Plan) to a point on the Lake Pontchartrain shoreline (as of 4/06/01);
31 THENCE, along the aforesaid shoreline, S 38°20'24" E a distance of 44.08 feet to a point;
32 THENCE, continue along the aforesaid shoreline, S 55°52'03" E a distance of 46.33 feet to a
33 point; THENCE, continue along the aforesaid shoreline, S 64°24'39" E a distance of 48.08 feet to
34 a point; THENCE, continue along the aforesaid shoreline, S 69°11'36" E a distance of 47.47 feet
35 to a point; THENCE, continue along the aforesaid shoreline, S 77°29'39" E a distance of 47.88
36 feet to a point; THENCE, continue along the aforesaid shoreline, S 86°13'44" E a distance of
37 48.76 feet to a point; THENCE, continue along the aforesaid shoreline S 83°16'12" E a distance
38 of 46.80 feet to a point: THENCE, continue along the aforesaid shoreline, N 85°26'04" E a
39 distance of 28.59 feet to a point on the westerly edge of a concrete walk; THENCE, along the
40 aforesaid edge, N 00°12'27" W a distance of 62.02 feet to a point on the northerly edge of a
41 concrete walk; THENCE, along the aforesaid edge, S 88°53'30" E a distance of 17.01 feet to a
42 point on the easterly edge of a concrete walk; THENCE, along the aforesaid edge, S 00°08'45" W
43 a distance of 47.25 feet to a point on the Lake Pontchartrain shoreline (as of 4/06/01) THENCE,

44 along the aforesaid shoreline, S 76°58'41" E a distance of 25.48 feet to a point; THENCE,
45 continue along the aforesaid shoreline, S 72°12'23" E a distance of 47.02 feet to a point;
46 THENCE, continue along the aforesaid shoreline, S 74°32'42" E a distance of 46.66 feet to a
47 point; THENCE, continue along the aforesaid shoreline, S 75°22'23" E a distance of 48.07 feet to
48 a point; THENCE, continue along the aforesaid shoreline, S 84°54'11" E a distance of 46.40 feet to
49 a point; THENCE, continue along the aforesaid shoreline, S 84°53'45" E a distance of 46.89 feet
50 to a point; THENCE, continue along the aforesaid shoreline, S 88°48'18" E a distance of 33.60
51 feet to a point on the north face of a 2.50' wide Concrete Bulkhead; THENCE, along the aforesaid
52 Bulkhead face, N 89°49.25" E a distance of 234.30 feet to a point at the intersection of the
53 aforesaid Bulkhead face and the Lake Pontchartrain shoreline (as of 4/06/01) THENCE, along the
54 aforesaid shoreline, N 86°44'59" E a distance of 21.96 feet to a point; THENCE, continue along
55 the aforesaid shoreline, N 88°33'37" E a distance of 42.98 feet to a point; THENCE, continue
56 along the aforesaid shoreline, N 89°50'56" E a distance of 43.98 feet to a point; THENCE,
57 continue along the aforesaid shoreline, N 82°47'42" E a distance of 44.29 feet to a point;
58 THENCE, continue along the aforesaid shoreline, N 78°43'01" E a distance of 45.98 feet to a
59 point; THENCE, continue along the aforesaid shoreline, N 71°24'35" E a distance of 43.70 feet to
60 a point; THENCE, continue along the aforesaid shoreline, N 62°33'59" E a distance of 52.58 feet
61 to a point; THENCE, continue along the aforesaid shoreline, N 49°37'40" E a distance of 44.69
62 feet to a point; THENCE, continue along the aforesaid shoreline, N 27°30'17" S a distance of
63 46.53 feet to a point; THENCE, continue along the aforesaid shoreline N 05°49'18" E a distance
64 of 48.34 feet to a point: THENCE, continue along the aforesaid shoreline, N 60°22'24" W a
65 distance of 25.26 feet to a point; THENCE, continue along the aforesaid shoreline, N 49°39'41" E
66 a distance of 48.94 feet to a point on a wooden bulkhead; THENCE, along the aforesaid wooden

67 bulkhead, N 89°11'13" E a distance of 64.06 feet to a point; THENCE, continue along the
68 aforesaid wooden bulkhead, S 45°04'39" S a distance of 205.38 feet to a point; THENCE,
69 continue along the aforesaid wooden bulkhead, S 00°39'45" W a distance of 502.31 feet to a point
70 on the northerly right-of-way line of Southern Railroad (Formerly Alabama Great Southern
71 Railroad); THENCE, along the aforesaid northerly right-of-way line, along a curve to the right, in
72 a southwesterly direction, with a radius of 90,453 feet, having an arc length of 1442.14 feet, along
73 a chord bearing of S 89°55'55" W a distance of 1442.12 feet to a point, being the POINT OF
74 BEGINNING. The above described portion of ground contains **689,012.82** square feet or **15.818**
75 acres (Actual), 16.45 acres (Title). All in accordance with a plan of survey by R.P. Fontcuberta,
76 Jr., Registered Professional Land Surveyor dated April 06, 2001, Drawing No. F-4359-2001

77 **GROVES 9 & 10**

78 **A CERTAIN TRACT OR PORTION OF GROUND**, in the **Third Municipal District** of the
79 City of New Orleans, starting at a point 350.03 feet from the intersection of Vincent Road and
80 Hayne Boulevard and measuring thence, in an easterly direction seven hundred and six
81 hundredths, (700.06') feet front on Hayne Boulevard by a depth of six hundred twenty-two and
82 twenty-nine hundredths (622.29') feet, between parallel lines and designated as **Groves Nine (9)**
83 **and Ten (10)**, in **Section Number Two (2)** of the New Orleans Lake Shore Land Company tract,
84 any and all restrictions, conditions and/or servitudes which may appear in the chain of title to the
85 extent applicable. (All measurements more or less and subject to survey; and the property
86 hereinafter will be referred to as the "**leased premises**"). The term of this lease shall be for a
87 period of thirty (30) years commencing on July 1, 2010, and ending on June 30, 2040, with 2 ten
88 (10) year options and 1 seven (7) year option. The rent for the initial term of this lease shall be
89 [REDACTED] per year until the completion of initial construction and then shall be [REDACTED] per year:

90 however, commencing upon the **NOLATOWN DEVELOPMENT GROUP, LLC** Completion
91 Date as defined in Section 2.4 (iii) of the lease, the Base Rent shall be adjusted annually, on the
92 anniversary of the Effective Date (as defined in the lease), by an amount equal to but not greater
93 than the increase in the prevailing Consumer Price Index All Urban Consumers, published by the
94 Bureau of Labor Statistics, U.S. Department of Labor (CPI) over the previous year or 3%,
95 whichever is greater, for the preceding month. . Said lease to embody the conditions, clauses and
96 provisions of lease, copy of which is attached to and made a part hereof this Ordinance.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

PRESIDENT OF COUNCIL

Delivered to the Mayor on _____

Approved: _____
Disapproved: _____

MAYOR

Returned by the Mayor on _____ at _____

CLERK OF COUNCIL

ROLL CALL VOTE

YEAS:

NAYS:

ABSENT:

RECUSED:

LEASE AGREEMENT

UNITED STATES OF AMERICA

Between

STATE OF LOUISIANA

THE CITY OF NEW ORLEANS

PARISH OF ORLEANS

And

CITY OF NEW ORLEANS

**NOLATOWN DEVELOPMENT
GROUP, LLC**

BE IT KNOWN, that on this _____ day of _____, 2010 (the “Execution Date”), before me the undersigned Notary Public, or Notaries Public, duly commissioned and qualified in and for the aforesaid jurisdiction, and in the presence of the undersigned witnesses, personally came and appeared:

THE CITY OF NEW ORLEANS (“Landlord”), a municipal corporation, appearing herein through the Honorable C. Ray Nagin, Mayor, duly authorized by Ordinance No. _____ M.C.S., and

NOLATOWN DEVELOPMENT GROUP, LLC (“Tenant”), a Louisiana limited liability company, appearing herein through Rickey Spearman, its President and Chief Executive Officer, hereunto duly authorized,

who recite and declare under oath as follows:

WHEREAS, Landlord is the owner of the immovable properties known as Lincoln Beach and Groves 9 & 10, all located in the Third District of the City of New Orleans, as more particularly described in Exhibit A attached hereto and made a part hereof (the “Property”); and:

WHEREAS, the development of the Property will serve to promote much-needed economic growth in the area, as well as the preservation of an area of historic significance; and

WHEREAS, Tenant intends to facilitate and coordinate the development of the Property as a mixed-use facility, primarily for entertainment and public park uses; and

WHEREAS, Landlord desires to lease the Property to Tenant, and Tenant desires to lease the Property for development, subject to the terms and conditions contained herein.

NOW, THEREFORE, Landlord and Tenant hereby enter into this Lease Agreement (“Lease Agreement”) on the terms and conditions more fully set forth hereinafter.