

NOT DESIGNATED FOR PUBLICATION

STATE OF LOUISIANA

COURT OF APPEAL

FIRST CIRCUIT

2005 CA 2645

PARISH OF EAST BATON ROUGE THROUGH ITS AGENT, THE  
GREATER BATON ROUGE AIRPORT DISTRICT  
VS.

ACE BAIL BOND CONSULTING SERVICE, INC., BILL M. SPIKES  
d/b/a ACE BAIL BOND CONSULTING SERVICE, d/b/a ACE BAIL  
BONDS, d/b/a ACE BAIL BONDS, INC. d/b/a ACE BAIL BOND AND  
CONSULTING, INC.

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JUDGMENT RENDERED: NOV - 3 2006

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ON APPEAL FROM THE  
NINETEENTH JUDICIAL DISTRICT COURT  
DOCKET NUMBER 514,889 DIVISION F  
PARISH OF EAST BATON ROUGE, STATE OF LOUISIANA

HONORABLE TIMOTHY E. KELLEY, JUDGE

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GREATER BATON ROUGE AIRPORT DISTRICT

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COUNSEL FOR DEFENDANT/APPELLANT  
ACE BAIL BONDS CONSULTING SERVICE,  
INC. AND BILL M. SPIKES

BEFORE: CARTER, C.J., WHIPPLE AND MCDONALD, JJ.

MCDONALD, J.

In December 1995, Ace Bail Bond Consulting Service (Ace) entered into a lease agreement with the Greater Baton Rouge Airport District (Airport) to lease a tract of land from which to operate a bail bond business. The lease agreement provided that the primary term of the lease commenced on October 1, 1998, and ended on September 30, 2000, with two one-year options to renew, for an initial yearly sum of two thousand, five dollars (\$2,005.00), payable in monthly installments of one hundred sixty-seven dollars and eight cents (\$167.08).

According to the terms of the lease, the lessee, at its own cost and expense, was obligated to construct a permanent building on the leased property, which was to become the property of the lessor at the termination of the lease. The lease further provided that all additional improvements to the leased premises would become the property of the lessor, without any obligation of the lessor to pay the lessee for the improvements. Ace placed a portable modular building on the leased space from which to operate its office.

On December 2, 2003, pursuant to conversations over a several week period, counsel for Ace notified the Airport by letter that it was Ace's intention to remove the office building from the leased land located at 3080 Amelia Earhart Avenue, Baton Rouge, Louisiana. By letter dated December 3, 2003, the Airport notified Ace that the lease was terminated effective November 30, 2003, and returned a rent check in the amount of \$168.00 that was received December 1, 2003. Shortly thereafter, the Airport filed a petition for declaratory judgment seeking to be declared the owner of the subject office building, and for an injunction against Ace prohibiting the removal of the building.

On January 6, 2004, a hearing was conducted regarding the issuance of a preliminary injunction. The trial court ordered that a preliminary injunction be issued, without bond, prohibiting Ace from removing, disposing of, alienating, and/or converting the subject building, and assessing all costs of the hearing against Ace. Trial on the permanent injunction was held January 29, 2004. After considering the law, evidence, testimony, and arguments of counsel, the court rendered judgment, decreeing a permanent injunction against Ace containing the same terms as the preliminary injunction, declaring the Greater Baton Rouge Airport District the owner of all buildings and improvements located at 3080 Amelia Earhart Avenue, Baton Rouge, Louisiana, and assessing Ace with court costs, including attorney fees.

Ace appeals this judgment alleging three assignments of error. We find that Ace's third assignment of error, that the trial court committed manifest and reversible error of facts and law in adjudicating Ace's modular home (building) to the Airport, subsumes all the issues properly before this court, and this opinion is based on consideration of that issue.

A lease contract forms the law between the parties, defining their respective legal rights and obligations. *New Orleans Hat Attack, Inc. v. New York Life Ins. Co.*, 95-0055 (La. App. 4 Cir. 11/30/95), 665 So.2d 1186, 1189. Contracts are the law between the parties and courts enforce them according to the true intent of the parties, provided the agreement is not contrary to good morals or public policy. La. C. C. art. 1983; *First National Bank of Commerce v. City of New Orleans*, 555 So. 2d 1345, 1348 (La. 1990). Contracts must be performed in good faith. La. C.C. art. 1983.

The terms of the lease at issue clearly require Ace to construct a permanent building on the leased property, which improvement will become

the property of the Airport at the termination of the lease. We find no error in the judgment of the trial court enjoining Ace from removing the building or in declaring the Airport to be the owner of the building. We pretermitt consideration of whether the building constituted a permanent immovable within the context of property law because the lease explicitly provides that all improvements on the leased property become the property of the lessor at the termination of the lease. The building placed on the leased premises by Ace is an improvement that became the property of the Airport when the lease was terminated on November 30, 2004. Thus, the judgment of the trial court is affirmed.

The Airport also filed into this matter a motion to strike appellants' brief and to dismiss the appeal because of improperly filed pleadings. Considering our final disposition of this appeal, the motion is denied.

The judgment of the trial court is affirmed, and this opinion is issued in accordance with Uniform Rules, Courts of Appeal, Rule 2-16.2 A (6), (7) and (8). Costs are assessed to defendant/appellants Ace Bail Bond Consulting Service, Inc. and Bill M. Spikes.

**AFFIRMED.**