

ST. TAMMANY PARISH COUNCIL

ORDINANCE

ORDINANCE CALENDAR NO. 3370 ORDINANCE COUNCIL SERIES NO.

COUNCIL SPONSOR STEFANCIK/DAVIS PROVIDED BY: PRESIDENT/LEGAL

INTRODUCED BY: MR. BURKHALTER SECONDED BY: MS. BRISTER

ON THE 7TH DAY OF SEPTEMBER, 2006

ORDINANCE TO AUTHORIZE THE PARISH OF ST. TAMMANY TO, THROUGH THE OFFICE OF THE PARISH PRESIDENT, TO PURCHASE ALL THAT CERTAIN PARCEL OF LAND, COMMONLY REFERRED TO AS LOTS 3 & 4 IN SECTION D, SQUARE 93, ALEXIUSVILLE SUBDIVISION, ST. TAMMANY PARISH, LOUISIANA, IN CONNECTION WITH THE EXTENSION OF FALCONER DRIVE, WARD 3, DISTRICT 5.

WHEREAS, the St. Tammany Parish Government is charged with protecting the safety and welfare of the citizens of the parish; and

WHEREAS, there is a need and purpose to enter into this Agreement in order to provide improved traffic flow to the residents of the area; and

WHEREAS, it is the desire of St. Tammany Parish Government to purchase this property from the succession of William Garrett et al.

THE PARISH OF ST. TAMMANY HEREBY ORDAINS that the Parish of St. Tammany, through the Office of the Parish President, purchase all that certain parcel of land, commonly referred to as Lots 3 & 4 in Section D, Square 93, Alexiusville Subdivision, St. Tammany Parish, Louisiana, in connection with the extension of Falconer Drive, Ward 3, District 5.

That pursuant to all applicable provisions of law, the Office of the Parish President is directed and authorized to do whatever was necessary to purchase the Property; and

That the Office of the Parish President is authorized to exercise its discretion in purchasing this property, together with all agreements and all transactions necessary to carry out the intent of this Ordinance; and

That any actions previously taken by the Office of the Parish President to secure and purchase this property are ratified and accepted accordingly; and

That, the purchase price shall be SIX THOUSAND SIX HUNDRED NINE AND 60/100 DOLLARS (\$6,609.60).

REPEAL: All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

SEVERABILITY: If any provision of this Ordinance shall be held to be invalid, such invalidity shall not affect other provisions herein which can be given effect without the invalid provision and to this end the provisions of this Ordinance are hereby declared to be severable.

EFFECTIVE DATE: This Ordinance shall become effective fifteen (15) days after adoption.

AGREEMENT TO PURCHASE/SELL

Mandeville, Louisiana

August _____, 2006

PROPERTY DESCRIPTION - The Parish of St. Tammany offers and agrees to purchase the property being Lots 3 & 4 in Section D, Square 93 Alexiusville Subdivision, St. Tammany Parish, Louisiana, or as per title; including all land and improvements thereon.

PRICE - Property will be sold and purchased subject to title and zoning restrictions, servitudes of record and laws or ordinances for the sum of Six Thousand Six Hundred Nine and 60/100 Dollars (\$6,609.60) all cash.

OCCUPANCY - Occupancy is to be grants at time of Act of Sale.

LIENS - All improvement liens and assessments on any kind bearing against the property at the time of the Act of Sale are to be paid by Sellers.

PRORATIONS/OTHER COSTS - Real estate taxes and rentals are to be prorated to date of Act of Sale. Security deposits, keys and rental agreements are to be transferred to Purchaser at Act of Sale. All usual and customary seller's costs and fees, including certificates and closing fees are to be paid by Sellers. All usual and customary purchaser's costs and fees, including survey and title insurance, are to be paid by Purchaser.

ACT OF SALE - Time being of the essence, the Act of Sale, at expense of Sellers, is to be passed before Purchaser's Notary Public, on October 31, 2006, or sooner if mutually agreeable. At closing, Purchaser must provide 'good funds' as required by La. R.S. 22:2092.2 et seq. and 22:2092.11.

CURATIVE WORK - In the event curative work in connection with the title is required the parties agree to and do extend the date for passing the Act of Sale to a date not more than fifteen (15) days following completion of curative work; but in no event shall such extension exceed sixty (60) days without the written consent of all parties.

DEPOSIT - Purchaser is not obligated to furnish a security deposit.

MERCHANTABLE TITLE - Sellers shall deliver to Purchaser a merchantable title with full rights to substitution and subrogation; and Seller's inability to deliver such title, within the time stipulated herein, shall render this agreement null and void, reserving unto Purchaser the right to recover from Sellers actual costs incurred in processing of sale.

BREACH OF AGREEMENT BY SELLER - In the event Sellers fail to comply with this agreement, for any reason other than inability to deliver a merchantable title, within the time specified, Purchaser shall have the right to demand specific performance or declare this agreement terminated. In the event Purchaser declares this agreement terminated then Purchaser shall have the right to recover any costs and/or fees, including expenses and reasonable attorney's fees, incurred as a result of this agreement or breach thereof.

BREACH OF AGREEMENT BY PURCHASER - In the event Purchaser fails to comply with this agreement within the time specified, Sellers shall have the right to demand specific performance or declare this agreement terminated. In the event Sellers declare this agreement terminated then Sellers shall have the right to recover any costs and/or fees, including expenses and reasonable attorney's fees, incurred as a result of this agreement or breach thereof.

WETLANDS DETERMINATION - Purchaser reserves the right to apply for a wetlands determination within 15 days of the acceptance of this agreement, all at Purchaser's sole expense. All survey, drainage and application fees and any other expense involving wetlands determination shall be at Purchaser's expense. Sellers agree to cooperate with the application process, including allowing access to the property for any inspections.

MITIGATION - If mitigation is required as to any portion of the property to be sold, sellers agree to pay up to \$1,000.00 per acre for mitigation costs.

ENVIRONMENTAL SURVEYS - Purchaser has the right within 15 days from the acceptance of this agreement to commission a Phase I Environmental Survey of the property, all at Purchaser's sole expense. If the Phase I Environmental Survey shows there

is a need for a Phase II Environmental Survey, or remediation of the property, then Sellers agree to commission, at Sellers expense, the Phase II survey, if required, and/or remediate the property with said cost of remediation not to exceed \$1,000.00 . Sellers agree to cooperate with the environmental survey process, including allowing access to the property for any inspections.

Sellers will not be released from, indemnified from nor relieved of any liability related to any damage, loss, remediation cost, depreciation or claim of any nature whatsoever related to any environmental or hazardous material violation or claim asserted by any person or entity or local, state or federal governmental unit or agency for contamination occurring prior to or during their ownership and/or possession of the subject property. Sellers agree to incorporate such language in the Act of Sale.

AUTHORIZATION TO ACT - Purchaser predicates this agreement and the purchase of the property on the Office of the St. Tammany Parish President receiving the authority of the St. Tammany Parish Council, as per Parish Charter, to enter and sign this agreement and any corresponding Act of Sale.

ACCESS TO PROPERTY - Sellers authorize Purchaser, its surveyors and engineers, to enter upon the subject property for purposes of surveying, doing drainage studies and/or wetlands and environmental determinations. Purchaser shall hold Sellers harmless for any surveyor, engineer or other designated party who is injured on the Grantor's property.

INTENDED USE - It is understood by the parties that the property is being purchased by the Parish of St. Tammany to be used as an extension of Falconer Road. In the event the subdivision restrictions filed of record with the Clerk of Court of St. Tammany Parish prohibit the intended use, the parties agree to cooperate in seeking the required change or variance to said restrictions. In the event the subdivision restrictions cannot be changed nor a variance obtained within the time period hereinabove established in the section entitled 'Curative Work', then Purchaser shall have the right to declare this agreement null and void.

It is further understood by the parties that in the event the existing zoning of the property prohibits the intended use, the parties agree to cooperate in seeking the required re-zoning or zoning variance. In the event the re-zoning or zoning variance cannot be obtained within the time period hereinabove established in the section entitled 'Curative Work', then Purchaser shall have the right to declare this agreement null and void.

APPROPRIATION OF REVENUE - Seller acknowledges that this agreement is contingent upon the appropriation of funds by the Parish of St. Tammany. If the Parish fails to appropriate sufficient monies to provide for the acquisition of the property, or if such appropriation is reduced by the veto of the Parish President by any means provided in the appropriations Ordinance to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the acquisition of the property, this agreement shall terminate without any penalty or further obligation.

COMMISSIONS - The parties agree that no real estate commissions are due to any party as a result of this agreement.

DEADLINES - Time is of the essence and all deadlines are final except where modifications, changes or extensions are made in writing and signed by all parties.

EXPIRATION DATE - This offer remains binding and irrevocable through September 1, 2006.

OFFERED: _____
Parish of St. Tammany
By:
Date: _____

ACCEPTED: _____

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____

Date: _____