

STATE OF LOUISIANA  
CITY OF WEST MONROE

ORDINANCE NO. \_\_\_\_\_

MOTION BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

AN ORDINANCE TO AUTHORIZE THE PURCHASE OF CERTAIN IMMOVABLE PROPERTY FROM OUACHITA GROUP, LLC; TO AUTHORIZE AN AGREEMENT FOR MUTUAL CONSTRUCTION OF PUBLIC PARKING; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

SECTION 1. BE IT ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that the City of West Monroe, Louisiana (sometimes referred to as “CITY”), be and it is hereby authorized to purchase certain immovable property owned by OUACHITA GROUP, LLC (sometimes referred to as “OUACHITA GROUP”), the property to be purchased being more particularly described as follows:

A parcel of land located in Section 52, Township 18 North, Range 3 East of the Louisiana Meridian, Ouachita Parish, Louisiana, said parcel of land being more particularly described as follows:

From the point where the South line of Wood Street intersects the West line of River Front Street, being the Northeast corner of a parcel of land acquired by the former Vicksburg, Shreveport and Texas Railroad Company (and later known as Illinois Central Gulf Railroad Company) from C.G. Young and C.H. Dabbs by deed dated February 13, 1857 and the POINT OF BEGINNING for the description of the premises to be herein conveyed, run Southerly along said West line, being along the East line of said former Young and Dabbs property, 194 feet; thence Westerly at a right angle to the last described course, 119 feet; thence Northerly at a right angle to the last described course, being along a line that lies parallel with said West line of River Front Street, 128 feet; thence Westerly at a right angle to the last described course, 16 feet; thence Northerly at a right angle to the last described course, being along a line that lies parallel with said West line of River Front Street, 66 feet, more or less, to the aforesaid South line of Wood Street; thence Easterly along said South line, 135 feet, more or less, to return to said POINT OF BEGINNING.

Municipal Address: 117 North Riverfront Street, West Monroe (tax parcel #36160)

for the cash price of THREE HUNDRED TWO THOUSAND AND NO/100 (\$302,000.00)

DOLLARS, subject to the further conditions:

- a) Estimated ad valorem property taxes for the year 2024 will be prorated as of the date of sale.
- b) Pursuant to the provisions of La. R.S. 41:1338, should CITY ever desire to sell all or any portion of the interest which it acquires from OUACHITA GROUP in the property described above to any third person, OUACHITA GROUP shall have the Right of First Refusal to itself acquire the interest proposed to be sold at the same price and on the identical terms and conditions as proposed to be paid by the third person. In such instance OUACHITA GROUP shall be provided in writing that price and the terms and conditions of the proposed sale in writing to the listed address of each of its members then reflected on the website of the Louisiana Secretary of State by US mail, or by personal delivery, or by delivery utilizing any nationwide commercial courier or mail service. OUACHITA GROUP shall have 10 days from the first delivery to accept or to reject a purchase by OUACHITA GROUP (or its

successors or assigns) of the interest proposed to be sold at the price and on the terms and conditions offered, and a rejection is presumed unless written acceptance at that price and on the terms and conditions offered is received by the Mayor of CITY at West Monroe City Hall by similar method. If accepted, closing of the sale shall occur within sixty (60) days of acceptance; and failure to timely close shall then terminate all rights to purchase by OUACHITA GROUP. In the event that OUACHITA GROUP is not in existence due to a voluntary or involuntary termination, as evidenced by the records of the Louisiana Secretary of State, CITY shall not be required to comply with the terms of the Right of First Refusal. OUACHITA GROUP and CITY herein agree that the filing of an affidavit by any interested party to a sale of the property or any portion thereof in the future that the charter of OUACHITA GROUP has been terminated shall clear any title exception created by this Right of First Refusal. Except as here provided, OUACHITA GROUP shall waive, renounce and relinquish any and all rights to which it may otherwise have or enjoy pursuant to R.S. 41:1338 or arising under LA Constitution Article I, Section 4, as to the property.

- c) The property to be free and clear of all mortgages, liens or encumbrances; the property conveyed and accepted subject to any and all valid restrictions, servitudes, encroachments, and any other matters which would be reflected on a survey of the property.
- d) The property will be acquired “as is” and without any warranty of fitness or condition whatsoever, whether expressed or implied, whether for the use intended, or otherwise, with no right of return or reduction of the purchase price. CITY declares that it has examined the above described property prior to the date of this sale, and it specifically waives all rights against OUACHITA GROUP for any and all claims for any vices or defects in said property, whether obvious or latent, known or unknown, and particularly for any claim or cause of action for redhibition pursuant to Louisiana Civil Code Articles 2520 et seq.
- e) OUACHITA GROUP expressly reserves and excludes from this conveyance any and all right, title and interest it may have in and to any and all oil, gas and other minerals under the property described above; provided, however, that OUACHITA GROUP expressly waives any and all surface rights whatsoever in and to the property described above which otherwise results from this reservation and exclusion of oil, gas and other minerals; and neither OUACHITA GROUP nor its successors or assigns may exercise any rights it may have in and to such oil, gas and other minerals in such a fashion that in any manner disturbs in any way the CITY’s right to the exclusive use of the surface of the property.

SECTION 2. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell, as Mayor of the City of West Monroe, Louisiana be and she is hereby authorized to execute cash sale deed on behalf of the City of West Monroe acquiring the immovable property described above at the price and under the terms and conditions set forth above, and subject to such other terms and conditions as she determines appropriate, and to take any and all other action deemed by her either necessary or appropriate to effect execution of that purchase, or any matter ancillary or otherwise relating thereto, including but not limited to the payment of the cash consideration provided above and the payment of such other customary costs and expenses of a purchaser which are incurred in conjunction with this purchase.

SECTION 3. BE IT FURTHER ORDAINED by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in regular and legal session convened, that Staci Albritton Mitchell,

as Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to additionally enter into an agreement with Ouachita Group, LLC, for the construction of additional public parking along the first block of Natchitoches Street at a shared cost, subject to such terms, conditions and provisions as she determines appropriate, and to take any and all other action deemed by her to be necessary, appropriate or beneficial to effect that agreement, and the construction of that additional parking.

The above Ordinance was read and considered by Sections at a public meeting of the Mayor and Board of Aldermen, in regular and legal session convened, voted on by yea and nay vote, passed and adopted this 5th day of March, 2024, the final vote being as follows:

YEA: \_\_\_\_\_

NAY: \_\_\_\_\_

NOT VOTING: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ATTEST:

APPROVED THIS 5TH DAY OF  
MARCH, 2024

\_\_\_\_\_  
CINDY EMORY, CITY CLERK  
CITY OF WEST MONROE  
STATE OF LOUISIANA

\_\_\_\_\_  
STACI ALBRITTON MITCHELL, MAYOR  
CITY OF WEST MONROE  
STATE OF LOUISIANA