

STATE OF LOUISIANA  
CITY OF WEST MONROE

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

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

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

AN ORDINANCE TO AUTHORIZE THE CITY OF WEST MONROE, LOUISIANA TO SELL CERTAIN DESCRIBED IMMOVABLE PROPERTY WHICH IS NOT NEEDED FOR ANY PUBLIC PURPOSE BY THE CITY OF WEST MONROE, LOUISIANA TO MARION STATE BANK FOR THE CASH SUM OF \$497,000.00; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, the City of West Monroe, Louisiana, owns certain immovable property which is not needed for public purposes, and

WHEREAS, the price offered, and the terms and conditions provided for the purchase of that property is fair and reasonable, and the sale and development of that immovable property will be beneficial to the City of West Monroe and its residents.

NOW, THEREFORE:

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 (“CITY”) is hereby authorized to sell certain immovable property which is not needed for any public purpose by the City of West Monroe, Louisiana, which property is more particularly described as follows, to-wit:

Lot 2 on that certain survey entitled Highland Park Commercial Subdivision for the City of West Monroe by S.E. Huey Co. dated May 10, 2022, and filed in the official records of the Clerk of Court of Ouachita Parish, Louisiana at Plat Book 28 Page 188 File Number 1854011

to MARION STATE BANK, or its approved successors or assigns (“BUYER”) for and in consideration of the cash sum of FOUR HUNDRED NINETY-SEVEN THOUSAND AND NO/100 (\$497,000.00) DOLLARS, subject to the following conditions:

- a) Subject to any and all subdivision or development restrictions of record, and all rights-of-way and/or servitudes of record or of use;
- b) CITY reserves and excludes from this conveyance any and all right, title and interest in and to any and all oil, gas and other minerals in, on or under the property, all of such interests being expressly reserved by CITY without any warranty whatsoever from or by BUYER; provided, however, that CITY expressly waives any and all surface rights in and to the Property resulting from this reservation; and CITY may not exercise any rights it may have in and to such oil, gas and other minerals in such a fashion that BUYER’s right to the use of the surface of the property is disturbed so as to have a substantial negative impact on the operation of any business located upon the property;

- c) Any and all improvements on the property are conveyed in “as is” condition, without any warranties, express or implied, including but not limited to warranties of condition, fitness for a particular purpose or habitability.
- d) Subject to all terms, conditions and provisions of that Agreement For Purchase And Sale by and between the City of West Monroe and Marion State Bank, dated the 12th day of July, 2022.

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, Mayor of the City of West Monroe, Louisiana, be and she is hereby authorized to execute a Deed on behalf of the City of West Monroe, Louisiana, reflecting the price and terms set forth above, and to take any other action or execute any and all other documents deemed by her either necessary or appropriate in order to transfer the above described immovable property as set forth above, including but not limited to provisions, whether included in the deed or in an unrecorded supplemental agreement, that limits the nature of the initial construction and operation of the business to be located on that property to a certain types of activity, that requires the construction to be initiated within a certain time and/or pursued in a commercially reasonable manner through to completion by a certain date, together with any and all such other requirements and provisions as she deems appropriate, including a provision that provides for a right and option in favor of the City of West Monroe to reacquire the property at the same price if such conditions are not timely met, or to provide for liquidated damages or other consideration payable to the City of West Monroe in lieu of such reacquisition, the terms, conditions or provisions of all of such conditions to be as determined appropriate by the Mayor; or, supplemental to the above, to enter into an agreement to buy and sell which reflects those terms and provisions preparatory to the later sale of the property.

SECTION 3. The above ordinance was introduced on July 19, 2022, in regular and legal session convened; notice of this ordinance was published three times in fifteen (15) days, one week apart, as required by R.S. 33:4712; no opposition being filed, it is considered by sections, voted on by yea and nay vote, passed and adopted in regular and legal session convened this 16<sup>th</sup> day of August, 2022, with the final vote being as follows:

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

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

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

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

ATTEST:

APPROVED THIS 16TH DAY OF  
AUGUST, 2022

\_\_\_\_\_  
RONALD S. OLVEY, CITY CLERK  
CITY OF WEST MONROE  
STATE OF LOUISIANA

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