

STATE OF LOUISIANA

CITY OF WEST MONROE

ORDINANCE NO. 5494

MOTION BY: Westerburg

SECONDED BY: Hamilton

AN ORDINANCE TO AUTHORIZE THE CITY OF WEST MONROE, LOUISIANA TO ENTER INTO AN "ACT OF EXCHANGE" PENDING FINAL AUTHORIZATION TO TRANSFER AND EXCHANGE A 0.451 ACRE PARCEL OF IMMOVABLE PROPERTY WHICH IS NOT NEEDED FOR ANY PUBLIC PURPOSE BY THE CITY OF WEST MONROE, LOUISIANA TO CHRIS JOHNSON CONSTRUCTION, LLC OR ITS AUTHORIZED SUCCESSORS OR ASSIGNS, FOR THE RECEIPT OF A 0.459 ACRE PARCEL OF IMMOVABLE PROPERTY, AND SUBJECT TO CERTAIN TERMS AND CONDITIONS; AND TO OTHERWISE PROVIDE WITH RESPECT THERETO.

WHEREAS, the City of West Monroe, Louisiana, owns certain immovable property which is not needed for any public purposes, as it is landlocked and is too small for any meaningful uses due to the location of the Interstate 1-20, and

WHEREAS, Chris Johnson Construction, LLC, owns certain immovable property which is needed by the City of West Monroe, Louisiana, as it will allow for the furtherance of projects being undertaken by the City of West Monroe, Louisiana, and

WHEREAS, the relative values of the properties are equal, the terms and conditions provided for the exchange of those properties are fair and reasonable, and the exchange will allow for planned development on both tracts of immovable property which 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 (sometimes "CITY") is hereby authorized to transfer and exchange 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:

See attached Exhibit "A"

with Chris Johnson Construction, LLC, or its approved successors or assigns for and in consideration of Chris Johnson Construction, LLC (sometimes "CJC") simultaneously transferring and exchanging to the City of West Monroe, Louisiana, certain immovable property more particularly described as follows, to-wit:

See attached Exhibit "B"

subject to the terms and conditions as more particularly set forth as follow, to-wit:

- (a) Both CITY and CJC reserve unto themselves and exclude from this exchange any and all right, title and interest in and to any and all oil, gas and other minerals in, on or under the respective property which each has transferred to the other, all of such interests being expressly reserved by the respective party without any warranty whatsoever from or by the other party; provided, however, that each of CITY and CJC expressly waives any and all surface rights in and to the property resulting from this reservation; and neither CITY nor CJC may exercise any rights it may have in and to such oil, gas and other minerals in such a fashion that its 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.
- (b) Both CITY and CJC further agree to be solely responsible for all 2025 property taxes on the respective tracts acquired by each of them.

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 enter into the “Act of Exchange” which is attached as Exhibit “C”.

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, she is hereby further authorized to take any other action or execute any and all other documents or impose any and all other terms and conditions deemed by her either necessary or appropriate regarding the exchange of the above-described immovable properties, including but not limited to any and all terms and provisions determined appropriate by the Mayor.

The above ordinance was introduced on July 1, 2025, 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 5th day of August, 2025, with the final vote being as follows:

YEA: _____

NAY: _____

NOT VOTING: _____

ABSENT: _____

ATTEST:

APPROVED THIS 5TH DAY OF AUGUST,
2025

ANDREA PATE, CITY CLERK
CITY OF WEST MONROE,
STATE OF LOUISIANA

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

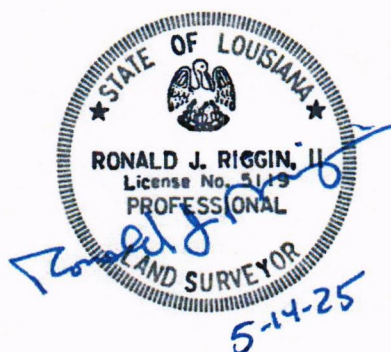
0.459 Acre± Tract
Section 28, T-18-N, R-3-E
Land District North of Red River
Ouachita Parish, Louisiana
L & A, Inc. Project No. 25S025.00

LEGAL DESCRIPTION

A certain tract or parcel of land situated in the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 28, Township 18 North, Range 3 East, Land District North of Red River, Ouachita Parish, Louisiana, and being more particularly described as follows:

Commence at a found $\frac{5}{8}$ " rebar at the northeast corner of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 28, Township 18 North, Range 3 East, Land District North of Red River, Ouachita Parish, Louisiana; proceed South $89^{\circ}32'42''$ West along the north line of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 28, a distance of 420.00 feet to a found $\frac{5}{8}$ " rebar at the northeast corner of a certain 6.724 acre tract conveyed to Chris Johnson Construction, LLC by deed recorded in Conveyance Book 2658, Page 161 of the records of Ouachita Parish, Louisiana, and the **POINT OF BEGINNING**; thence proceed South $00^{\circ}16'23''$ West along the east line of the said 6.724 acre tract, a distance of 60.00 feet to a found $\frac{5}{8}$ " rebar on the south line of a certain right-of-way conveyed to Ouachita Machine Works, Inc. by deed recorded in Conveyance Book 2478, Page 634 of the records of Ouachita Parish, Louisiana; thence proceed South $89^{\circ}32'42''$ West along the south line of the said Ouachita Machine Works right-of-way, a distance of 187.50 feet to a set $\frac{5}{8}$ " rebar at the southwest corner of the Ouachita Machine Works right-of-way; thence proceed in a northwesterly direction along a curve to the right, an arc distance of 84.27 feet (Radius=230.00 feet, Chord=North $79^{\circ}57'32''$ West - 83.80 feet) to a set $\frac{5}{8}$ " rebar; thence proceed in a northwesterly direction along a curve to the left, an arc distance of 68.62 feet (Radius=170.00 feet, Chord=North $81^{\circ}01'33''$ West - 68.15 feet) to a set $\frac{5}{8}$ " rebar; thence proceed South $87^{\circ}24'40''$ West, a distance of 50.14 feet to a set $\frac{5}{8}$ " rebar on the west line of a certain 0.946 acre tract conveyed to Chris Johnson Construction, LLC by deed recorded in Conveyance Book 2666, Page 550 of the records of Ouachita Parish, Louisiana; thence proceed North $00^{\circ}10'28''$ East along the west line of the said 0.946 acre tract, a distance of 35.44 feet to a found cotton spindle in Burt Lane (40' Apparent R.O.W.) at the northwest corner of the said 0.946 acre tract and also on the north line of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 28; thence proceed North $89^{\circ}32'42''$ East along the north line of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 28, a distance of 387.60 feet to the **POINT OF BEGINNING**, containing 0.459 acres, more or less, and being subject to the right-of-way of Burt Lane and all other easements, servitudes and rights-of-way of record and/or of use.

This description is based on the Boundary Survey and plat prepared by Ronald J. Riggan, II, Professional Land Surveyor dated May 14, 2025.



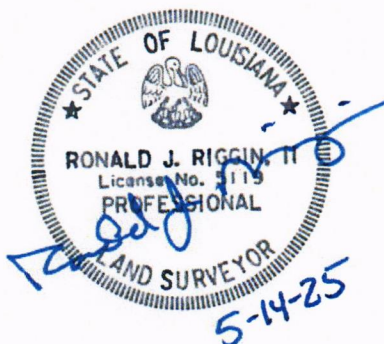
0.451 Acre± Tract
Section 29, T-18-N, R-3-E
Land District North of Red River
Ouachita Parish, Louisiana
L & A, Inc. Project No. 25S025.00

LEGAL DESCRIPTION

A certain tract or parcel of land situated in the Southeast ¼ of the Southeast ¼ of Section 29, Township 18 North, Range 3 East, Land District North of Red River, Ouachita Parish, Louisiana, and being more particularly described as follows:

Commence at a found 2" iron pipe at the northwest corner of the Southeast ¼ of the Southeast ¼ of Section 29, Township 18 North, Range 3 East, Land District North of Red River, Ouachita Parish, Louisiana; proceed South 00°06'18" East along the west line of the Southeast ¼ of the Southeast ¼ of Section 29, a distance of 297.00 feet to a found ½" rebar and the **POINT OF BEGINNING**; thence proceed South 89°47'57" East, a distance of 218.85 feet to a found 5/8" rebar; thence proceed South 56°01'14" West, a distance of 165.00 feet to a found LDOTD R.O.W. monument with a cap; thence proceed South 30°18'55" West, a distance of 161.66 feet to a set 5/8" rebar on the west line of the Southeast ¼ of the Southeast ¼ of Section 29; thence proceed North 00°06'18" West along the west line of the Southeast ¼ of the Southeast ¼ of Section 29, a distance of 232.54 feet to the **POINT OF BEGINNING**, containing 0.451 acres, more or less, and being subject to all easements, servitudes and rights-of-way of record and/or of use.

This description is based on the Boundary Survey and plat prepared by Ronald J. Riggins, II, Professional Land Surveyor dated May 14, 2025.



**STATE OF LOUISIANA
PARISH OF OUACHITA**

ACT OF EXCHANGE OF REAL PROPERTY

BE IT KNOWN, That before me, the undersigned Notary Public, duly commissioned and sworn;

PERSONALLY CAME AND APPEARED:

CITY OF WEST MONROE, LOUISIANA, represented herein by Staci Albritton Mitchell, Mayor, which has its principal office at 2305 North 7th Street, West Monroe, Louisiana, 71291, authorized pursuant to Ordinance No. _____, a certified copy of which is attached hereto, hereinafter sometimes referred to as "COWM";

AND

CHRIS JOHNSON CONSTRUCTION, LLC, a Louisiana limited liability company domiciled in the Parish of Ouachita with a mailing address of 122 Belle Vue Drive, West Monroe, Louisiana 71291, represented herein by Christopher Lee Johnson, its authorized Member, pursuant to that certain Resolution of Authority filed for record on the 28th day of October, 2016, as Conveyance Book 2486, Page 748, DR#1715566, records of Ouachita Parish, Louisiana, hereinafter sometimes referred to as "CJC";

WHO DECLARED THAT:

They do by these presents, make an exchange of property on the express terms and conditions hereinafter set forth, as follows, to-wit:

For and in consideration of the transfer to CJC as hereinunder set forth, the said CJC does hereby GRANT, BARGAIN, ASSIGN, SET OVER, TRANSFER, CONVEY AND DELIVER with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which the said CJC has or may have against all preceding owners and vendors, unto COWM, all its undivided ownership interest in and to the following described property located in Ouachita Parish, Louisiana, to-wit:

That certain 0.459 acre parcel of property located in Section 28, Township 18 North, Range 3 East, Ouachita Parish, Louisiana and being more particularly described on Exhibit "A" attached hereto.

AND NOW, for and in consideration of the transfer to COWM, as aforesaid, the said COWM does by these presents, hereby GRANT, BARGAIN, ASSIGN, SET OVER, TRANSFER, CONVEY AND DELIVER with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which the said COWM has or may have against all preceding owners and vendors, unto CJC, all of its undivided ownership interest in and to the following described property located in Ouachita Parish, Louisiana, to-wit:

That certain 0.451 acre parcel of property located in Section 29, Township 18 North, Range 3 East, Ouachita Parish, Louisiana and being more particularly described on Exhibit "B" attached hereto.

The parties hereto agree that the properties conveyed by each of them to the other are equal in value.

Further, the COWM and CJC reserve unto themselves and exclude from this exchange any and all right, title and interest in and to any and all oil, gas and other minerals in, on or under the respective property each has transferred to the other, all of such interests being expressly reserved by the respective party without any warranty whatsoever from or by the other party; provided, however, that COWM and CJC expressly waives any and all surface rights in and to the property resulting from this reservation; and neither COWM nor CJC may not exercise any rights it may have in and to such oil, gas and other minerals in such a fashion that its 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.

TO HAVE AND TO HOLD the said respective properties, the one to the other, their heirs, successors and assigns forever.

The parties hereto take cognizance of the property taxes for the year 2025 on the respective tracts received by them herein and agree to pay said taxes on the respective tracts acquired by each of them.

DONE AND PASSED at my office in Ouachita Parish, Louisiana, in the presence of the undersigned competent witnesses and me, Notary, on this the _____ day of _____, 2025.

WITNESSES:

CITY OF WEST MONROE

PRINTED NAME: _____

By: _____
STACI ALBRITTON MITCHELL,
Mayor

PRINTED NAME: _____

NOTARY PUBLIC

DONE AND PASSED at my office in Ouachita Parish, Louisiana, in the presence of the undersigned competent witnesses and me, Notary, on this the _____ day of _____, 2025.

WITNESSES:

CHRIS JOHNSON CONSTRUCTION, LLC

PRINTED NAME: _____

By: _____
CHRISTOPHER LEE JOHNSON,
Authorized Member

PRINTED NAME: _____

NOTARY PUBLIC

0.459 Acre± Tract
 Section 28, T-18-N, R-3-E
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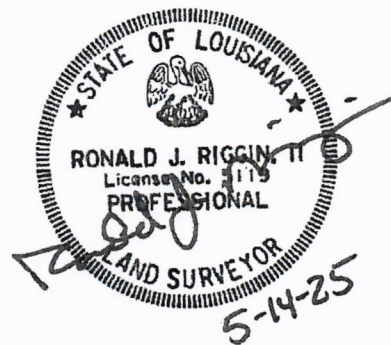
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This description is based on the Boundary Survey and plat prepared by Ronald J. Riffin, II, Professional Land Surveyor dated May 14, 2025.



LEGAL NOTICE

NOTICE is hereby given by the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, in accordance with Louisiana Revised Statutes, Title 33, Section 4712, that the proposed Ordinance 5494 attached hereto as Exhibit "A" was introduced at the regular meeting of the Mayor and Board of Aldermen of the City of West Monroe, Louisiana, on the 1st day of July, 2025, and will be considered for adoption at the regular meeting of the Mayor and Board of Aldermen on the 5th day of August, 2025 at 6:00 p.m., City Council Chambers, West Monroe City Hall, 2305 N. 7th Street, West Monroe, Louisiana. Any opposition to the proposed Ordinance must be in writing, filed with the City Clerk within 15 days of the first publication of this Legal Notice. A public hearing will be held on any such written opposition at the time, date and place set forth above for the consideration of the adoption of the proposed Ordinance.

Andrea Pate
City Clerk
City of West Monroe