

2025-0129

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(GENERAL GOVERNMENT BUILDINGS)

ORDINANCE NO. 25-5-6

An ordinance to authorize the sale by St. Charles Parish for property located at 102 Stephen Drive, St. Rose, Louisiana; and to approve and authorize the attached Exclusive Rights of Sale Accelerated Marketing Listing Agreement with SVN|Gilmore Auction & Realty Company to act as St. Charles Parish's designated agent/auctioneer for the sale.

WHEREAS, St. Charles Parish is the owner of the property located at 102 Stephen Drive, St. Rose, Louisiana, and;

WHEREAS, the Lease Agreement between St. Charles Parish and Fairfield Plantation Oaks Homeowners Association has been be cancelled effective as of November 30, 2024; and,

WHEREAS, St. Charles Parish no longer uses the property for the purpose for which it was previously intended; and,

WHEREAS, the subject property no longer serves a public purpose; and,

WHEREAS, St. Charles Parish desires that the property be sold through auction.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the St. Charles Parish Council hereby declares that the property located at 102 Stephen Drive, St. Rose, Louisiana, is no longer needed for a public purpose.

SECTION II. That the St. Charles Parish Council hereby approves the sale of property located at 102 Stephen Drive, St. Rose, Louisiana in an amount not less than the liquidated value as set forth in the appraisal.

SECTION III. That the Parish President is hereby authorized to execute the said Accelerated Marketing Listing Agreement with SVN|Gilmore Auction & Realty Company on behalf of St. Charles Parish.

SECTION IV. That the Parish President is hereby authorized to execute any and all documents deemed necessary to sell 102 Stephen Drive, St. Rose, Louisiana.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: MOBLEY, FONSECA, WILSON, SKIBA, PILIE, FISHER, DEBRULER
NAYS: COMARDELLE, O'DANIELS
ABSENT: NONE

And the ordinance was declared adopted this 5th day of May, 2025, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Heely Fonseca

SECRETARY: Michelle Dupont

DLVD/PARISH PRESIDENT: May 16, 2025

APPROVED : ✓ DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell

RETD/SECRETARY: May 8, 2025

AT: 3:40pm RECD BY: [Signature]

SVN|GILMORE AUCTION & REALTY COMPANY
909 WEST ESPLANADE AVE., SUITE 105
KENNER, LOUISIANA 70065

EXCLUSIVE RIGHTS OF SALE ACCELERATED MARKETING LISTING AGREEMENT

1. This exclusive right of sale agreement of the property below for the listing and sale of real estate made this _____ day of _____, 2025, by and between the following parties:

SELLER(S): St. Charles Parish		Corey M. Oubre, Parish Attorney - cmoubre@stcharlesgov.net	
NAME		ATTN:	
15058 River Road		Robert Raymond: rraymond@stcharlesgov.net	
ADDRESS		Dawn Higdon: dhigdon@stcharlesgov.net	
Hahnville		LA	70057
CITY		STATE	ZIPCODE
(985)783-5013 Dawn Work			
(504)462-3335 Dawn Mobile			
(504)343-9367 Robert Mobile			
(985)764-8709 Robert Work			
PHONE		FAX	CELL

Hereinafter referred to as “Seller”,

SELLER’S DESIGNATED AGENT:
SVN|GILMORE AUCTION & REALTY COMPANY
909 WEST ESPLANADE AVE.,
SUITE 105
KENNER, LA 70065-3645
PHONE: (504) 468-6800 FAX: (504) 468-6811

Hereinafter referred to as “Auctioneer”,

Hereby agree that the Seller shall sell the below described property upon the terms and conditions as set forth in this contract.

2. This agreement shall consist of 4 pages, plus exhibits and attachments, if any.
3. Seller give auctioneer the sole and exclusive right to sell the following property:

102 Stephen Drive	St. Rose	LA	70047	St. Charles Parish
ADDRESS	CITY	STATE	ZIPCODE	PARISH/COUNTY

4. DATE OF AUCTION SALE -- 45-60 days after approval
Auctioneer shall conduct an Online Auction on or about the above date and shall use its best efforts to secure a purchaser for the above-described property at the terms named within this agreement or upon any other price and terms acceptable to the Seller.
5. SERVICES PROVIDED BY AUCTIONEER: **Marketing Services-** budget planning, signage, ad copy, ad layout, brochure design, printing, ad placement, mailing lists, telemarketing, property preview coordination. **Accelerated Services-** online bidding, bid assistants, clerking, contract preparation, event facilities, audiovisual. **Event**

Services- supervise closing agent, purchaser/seller follow-up and monitor act of sale. The post event listing shall include signage, telemarketing, internet advertising, and the Multiple Listing Service/LACDB. The benefits and obligations of this contract herein shall inure to and bind the respective, heirs, executors, administrators, successors, and assigns of the parties hereto.

6. **TIME PERIOD OF LISTING AGREEMENT:** This exclusive rights of sale listing agreement shall begin when Auctioneer and Seller have signed this agreement. It shall continue through and include the event date. It shall then continue for 60 days under the same Terms and Conditions. If an Agreement to Purchase and Sell is executed during the term of this Listing Agreement, the parties agree to extend the effective period of this Listing Agreement to include the closing date as provided for in the Agreement to Purchase, or any extension thereof.

Seller further agrees to pay Agent the Commission stated below on any sale of said property negotiated by Seller within 90 days after the expiration, extension, or termination of this contract with any party (or the nominee, representative, or affiliate of such party) to whom said property was submitted during the term of this contract, including, but not limited to: registered bidders, open house attendees, and prospects that have contacted Auctioneer for information. Auctioneer shall provide to seller a list of all prospects within 30 days of the Event.

7. **AUCTION FEE:** The Auction Fee will be in the form of a 10% Buyer's Premium added to the Purchaser's final bid price and included in the total contract price. When the property is sold during the listing period, through sale by auction or otherwise, Seller shall pay the Auctioneer the above-mentioned Auction Fee from the total contract price, whether the Purchaser is secured by the Auctioneer, by the Seller, by the Auction, or by any other person or means. If the property is sold through negotiation prior to or after the auction, the Auction Fee shall be deducted from the purchase price. Auction Fee is due and payable upon Act of Sale, or in the case of Default, as listed in Paragraph 13. The commissions reflected in the agreement have been negotiated only by the parties to the agreement.
8. **INQUIRIES:** Seller agrees to promptly disclose and refer to the Auctioneer all written or oral inquiries from broker or prospects interested in Seller's property, to cooperate fully and not to obstruct the sale of the property during the term of this contract.
9. **TERMS OF SALE:** Seller agrees to sell the above listed property at auction for the reserve price of \$ Appraised Value , or any other price, or upon any other terms, as hereafter agreed upon. Auction shall be advertised and conducted SUBJECT TO PARISH APPROVAL . Title shall be transferred to Purchaser within 30 days of auction date or by contract date. Seller agrees to have this property included in a multi-seller/multi-property auction event.
10. **STARTING BID:** The advertised starting bid for the event shall be \$ 25,000 . The seller shall be under no obligation to sell if the bids do not equal or exceed the reserve price listed above.
11. **ADVERTISING AND PROMOTION INVESTMENT:** Auctioneer is authorized to place auction advertising in such media as Auctioneer selects and provide necessary support, promotional assistance, supplies, and materials to produce an auction of superior quality. In consideration thereof, Seller agrees to pay a non-refundable fee of \$ 1,500 due at sale for these services. Seller hereby authorizes Auctioneer to install auction signs of listed property.
12. **LIENS AND ENCUMBRANCES:** Seller warrants that, to the best of their knowledge, the only known liens and encumbrances against said property are as follows:

Mortgagor	Amount	Payment
_____	_____	_____
_____	_____	_____

Additional Liens, Judgments, Assessments, and Lis Pendens:

The seller agrees to hold the Auctioneer harmless in the event of any legal action as the result of any undisclosed liens, encumbrances, or title defects.

13. **DEFAULT BY PURCHASER:** In the event the transfer of title to Seller's property is not completed because of default by Purchaser, Seller shall pay to Auctioneer one-half of the earnest money forfeited. However, the fee shall not exceed the full amount had the transaction closed.

14. **DEPOSIT:** Auctioneer or Escrow Agent is authorized to accept, give receipt for, and hold all monies paid or deposited. Deposits will be held in the Escrow Account.

In the event of an escrow deposit dispute and the Auctioneer is in doubt as to the disbursement of escrow funds, he shall have the right to release the money to a court of competent jurisdiction, which shall be the 29th Judicial District Court for the Parish of St. Charles, which shall determine the rights of the parties involved in the dispute; but in no case will this action waive the Seller's responsibility of the Auction Fee to the Auctioneer.

15. **ATTORNEY FEE AND COSTS:** In connection with any litigation arising out of this contract, which shall be brought in the 29th Judicial District Court for the Parish of St. Charles, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.

16. **LIMITATION OF LIABILITY:** Auctioneer shall not be responsible for any damages, expenses, or other losses occurring, at any Auction, by the high bidder refusing to submit or sign a written offer and agreement confirming his bid, or refusing to perform on his agreement to purchase. Seller understands that this agreement does not guarantee the sale of his property, but it does guarantee that the Auctioneer will make a sincere and honest effort to procure a sale for the Seller's described property

17. **TITLE GUARANTY:** Seller agrees and warrants that he has the ability to satisfy all mortgages, liens, judgments, and any other encumbrances, and to deliver to the Purchaser a good and merchantable title, free and clear of all liens and encumbrances except those put on or assumed by the Purchaser as part of the purchase price. Seller agrees to hold the Auctioneer harmless in the event of Seller's inability to perform. Seller agrees to use Auctioneer's appointed title agent, Louis Authement Riverview Title, to provide closing services. Seller agrees to provide a Title Insurance Commitment showing title to be good and insurable. Real Estate taxes and rentals, if any, to be prorated to and excluding date of Act of Sale.

18. **OTHER AGREEMENTS:** No modification or change in this listing agreement shall be valid or binding upon the parties involved, unless it is in writing and executed by the parties to be bound thereby.

19. **CONDITION OF PREMISES:** Property to be sold "*as is, where is*", with the Seller and Auctioneer making no guarantees as to the condition of said property. Seller agrees to represent the true state of affairs with respect to the condition of the property and authorizes Auctioneer to disclose this condition to prospective Purchasers.

20. **SPECIAL TERMS:** N/A

21. **DISPUTE RESOLUTION/MEDIATION:** If any disagreement or claim arises under this agreement and is not settled promptly in the ordinary course of business the parties agree to submit the matter to non-binding Mediation.

22. Seller agrees to accept electronic signatures and communications from SVN|GARC at the email address provided.
23. Seller agrees to allow SVN|Gilmore Auction & Realty to offer a buyer's agent commission of up to 2% of the winning bid price to be paid from the buyer's premium as defined in Paragraph 7.

by: Matt Jance
SELLER St. Charles Parish

5-8-25
DATE

by: _____
SELLER

DATE

by: _____
SELLER

DATE

FRANCIS BRAND
PROGRAM MANAGER

5-13-25
DATE
David E. Gilmore
DAVID E. GILMORE
SVN|GILMORE AUCTION & REALTY CO.

Louisiana Auctioneer License #447
Louisiana Real Estate Brokers License #42445
Mississippi Auctioneer License #378
Mississippi Real Estate License #B-14307
Texas Auctioneer License #00011136

5/13/25
DATE

Necessary File Items

*The following is a list of necessary items that will enable SVN|Gilmore Auction & Realty Co. to professionally promote your property.
Please try to be accurate and thorough as it may affect the final value of the real estate.*

- | | |
|-------------------------------|-------------------------------------------------------|
| Titles/Mortgage Documents | Listing Agents (if applicable) (Name, Address, Phone) |
| Title Insurance Policy | Seller's List of Prospects |
| Appraisal | Keys/Alarm Code |
| Brief Description of Property | Management Company (Name Address, Phone) |
| Survey | Rent Roll & Expenses |
| Location Map/Site Map | Condo Documents (if applicable) |
| Tax Bills | Property Disclosure (addendum) |
| Reserve Prices | Leases/Tenant Information (Name & Phone) |
| Real Estate Agency Disclosure | Referrals |

Please provide these items upon acceptance of the Listing Agreement or shortly thereafter as we cannot effectively promote your property without this information.