

2023-0044

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF ECONOMIC DEVELOPMENT & TOURISM)**

ORDINANCE NO. 23-3-2

An ordinance to authorize the sale by St. Charles Parish for property located at 917 3rd Street, Norco, 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 917 3rd Street, Norco, Louisiana; and,

WHEREAS, St. Charles Parish previously used said property in conjunction with the River Parish Community Development Corp (RPCDC) for its Business Incubator Program; and,

WHEREAS, Hurricane Ida destroyed the improvements which were located on the property; 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.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the St. Charles Parish Council hereby declares that the property located at 917 3rd Street, Norco, 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 917 3rd Street, Norco, Louisiana, in an amount not less than the appraised value.

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 917 3rd Street, Norco, Louisiana.

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

YEAS: BILLINGS, FONSECA, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-CORMIER

NAYS: NONE

ABSENT: DARENSBOURG GORDON

And the ordinance was declared adopted this 13th day of March, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Deb Billings*

SECRETARY: *Michelle Dupontato*

DLVD/PARISH PRESIDENT: *March 14, 2023*

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: *Matthew Jewell*

RETD/SECRETARY: *March 15, 2023*

AT: *8:45am* RECD BY: *[Signature]*

SVN/GILMORE AUCTION & REALTY COMPANY
 32 ACADIA STREET
 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 13 day of MARCH, 2023.
 by and between the following parties:

Robt	SELLER (S):	ST CHARLES PARISH	Robert Raymond rraymond@stcharlesgov.net
		NAME	ATTN:
		14108 River Road PO Box 340	Dawn Higdon dhigdon@stcharlesgov.net
		ADDRESS	E-MAIL
		Destrehan	LA
		CITY	STATE
		(985)764- 8709 Robt	(985)783-5013 Dawn
		PHONE	FAX
			70047
			ZIP
			(504)343- 9367 Robt (504)462- 3335 Dawn
			CELL

Hereinafter referred to as "Seller",

SELLER'S DESIGNATED AGENT:
 SVN|GILMORE AUCTION & REALTY COMPANY
 3316 FLORIDA AVE.
 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 3 legal pages plus exhibits and attachments, if any.
3. Seller gives auctioneer the sole and exclusive right to sell the following described property:

City:	917 3 rd St	City:	Norco LA 70079	Parish/County:	St Charles
Including:					
Excluding:					

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.
- 4a. 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. Post 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.
5. TIME PERIOD OF LISTING AGREEMENT: This exclusive right of sale listing agreement shall begin when Auctioneer and Seller have signed this agreement. It shall continue through and include event date. It shall then continue for 60 days under the same Terms & 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.

6. 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 #11. The commissions reflected in this agreement have been negotiated only by the parties to the agreement.
7. INQUIRIES: Seller agrees to promptly disclose and refer to the Auctioneer all written or oral inquiries from brokers 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.
8. TERMS OF SALE: Seller agrees to sell the above listed property at auction for the reserve price of \$ N/A 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 60 days of auction date or by contract date. Seller agrees to have this property included in a multi-seller/multi-property auction event.
- 8b. STARTING BID: The advertised starting bid for this event shall be \$ 25,000. Seller reserves the right to reject any and all bids that are less than \$125,000.00.
9. 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 Marketing fee of \$ 1,500 due ONLY at the Act of Sale for these services. Seller hereby authorizes Auctioneer to install auction signs on listed property
10. LIENS AND ENCUMBRANCES: Seller warrants that to the best of his 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.

11. **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.
12. **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 and that deposit shall be ten percent (10%) of the total of the sale price the buyers premium which equals the Total Contract Price.

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.

13. **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.
14. **LIMITATION OF LIABILITY:** Auctioneer shall not be responsible for any damages, expenses, or other losses occurring by the high bidder at any Auction 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.

15. **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.
16. **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.
17. **CONDITION OF PREMISES:** Property to be sold "*as is, where is*", with the Seller and Auctioneer making no guaranties 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.
18. **SPECIAL TERMS:** N/A

19. 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, and if the parties still fail to voluntarily resolve it, then binding arbitration in accordance with the next paragraph.

ST CHARLES PARISH

by: Math Jewell 4-18-23
SELLER DATE

by: _____ DATE _____
SELLER

by: _____ DATE _____
SELLER

Francis Braun
PROGRAM MANAGER FRANCIS BRAUN

4-18-23
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

4-18-23
DATE

Necessary File Items

The following is a list of necessary file 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 (<i>if applicable</i>) (Name, Address, Phone) |
| € Title Insurance Policy | € Seller's List of Prospects |
| € Appraisal | € Keys/Alarm Codes |
| € Brief Description of Property | € Management Company (<i>Name, Address, Phone</i>) |
| € Survey | € Rent Roll & Expenses |
| € Location Map/Site Map | € Condo Documents (<i>if applicable</i>) |
| € Tax Bills | € Property Disclosure (<i>addendum</i>) |
| € Reserve Prices | € Leases/Tenant Information (<i>Name & Phone</i>) |
| € 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 important information.