

2017-0260

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF WATERWORKS)**

ORDINANCE NO. 19-3-7

An ordinance to authorize the sales by Waterworks District No. 1 of St. Charles Parish for property located at Lots 11, 12 & Pt. 13 Barreca St., Norco (Barreca Tower Site), Lot 119 Gordon St., Destrehan (Gordon Tower Site), Lot A Diane Pl., St. Rose (Dianne Place Tower Site), and Lots 45 & 47 Gordon St., Destrehan (Gordon Booster Station); and to approve and authorize the attached Listing Agreement with Sperry Van Ness/Gilmore Auction & Realty Company to act as Waterworks District No. 1 of St. Charles Parish's designated agent/auctioneer for the sales.

WHEREAS, Waterworks District No. 1 of St. Charles Parish is the owner of the four above listed parcels of property; and,

WHEREAS, the referenced properties were the previous sites of three water towers and one pressure booster station, all of which have been removed from service; and,

WHEREAS, with the removal of the water system components, there is no continuing public need for the properties.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the sales by Waterworks District No. 1 of St. Charles Parish for the above described properties is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute the said Listing Agreement with Sperry Van Ness/Gilmore Auction & Realty Company on behalf of Waterworks District No. 1 of St. Charles Parish.

SECTION II. That the Parish President is hereby authorized to execute any and all documents related to and necessary for the sale of the above referenced properties on behalf of Waterworks District No. 1 of St. Charles Parish, including but not limited to the individual Acts of Sale.

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF,
 BELLOCK, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 25th day of March, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: Michelle Dupodato
DLVD/PARISH PRESIDENT: March 26, 2019
APPROVED: [Signature] DISAPPROVED: _____
PARISH PRESIDENT: _____
RETD/SECRETARY: March 27, 2019
AT: 9:05am RECD BY: [Signature]

SPERRY VAN NESS/GILMORE AUCTION & REALTY COMPANY
3316 FLORIDA AVENUE
KENNER, LOUISIANA 70065-3645

EXCLUSIVE RIGHTS OF SALE AUCTION LISTING AGREEMENT

1. This exclusive right of sale agreement of the property below for the listing and sale of real estate made this 27 day of MARCH, 2019 by and between the following parties:

SELLER (S):	Waterworks District No. 1 of St. Charles Parish	Robert L. Raymond, Director of Legal Services
	NAME	ATTN:
	14108 River Road P.O. Box 340	rraymond@stcharlesgov.net
	ADDRESS	E-MAIL
	Destrehan	LA 70047
	CITY	STATE ZIP
	(985)783-5013	(985)783-5013
	PHONE	Dawn Higdon CELL

Hereinafter referred to as "Seller",

SELLER'S DESIGNATED AGENT:

SPERRY VAN NESS/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 pages plus exhibits and attachments, if any.
3. Seller gives auctioneer the sole and exclusive right to sell the following described property:
Lots 11, 12 & Pt.13-,Barreca St., Norco; Lot 119- Gordon St.,Destrehan, Lot A- Diane Pl., St. Rose, Lots 45,47 - Gordon St., Destrehan

Subdivision:	City:	Parish/County:	State:	Zip:
		St. Charles	LA	
Including: _____				
Excluding: _____				

4. DATE OF AUCTION SALE: 45 – 60 days Auctioneer shall conduct an Auction /Sealed Bid, Dual Bid or Online on 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. Auction Services- Auctioneering, bid assistants, clerking, contract preparation, auction facilities, audiovisual. Post Auction Services – Supervise closing agent, purchaser/seller follow-up and monitor act of sale.
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 sale date. It shall then be extended for 30 days under the same Terms & Conditions. The post auction listing shall include signage, World Wide Web Advertising and the Multiple Listing Service. 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. 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 Auctioneer the Auction Fee 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 appraised value or any other price, or upon any other terms, as hereafter agreed upon. Auction shall be advertised and conducted Absolute to the highest bidder. 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.
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 non-refundable flat fee of \$1,000 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
<u>NONE</u>		
Additional Liens, Judgments, Assessments and Lis Pendens:		
<u>NONE</u>		

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.

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 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, 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.

In consideration of the efforts and expenditures by the Auctioneer, Seller shall indemnify the Auctioneer against all liability, loss and expenses, including reasonable attorney's fees and court costs that the Auctioneer may incur as a result of any claim or suit against the Auctioneer by any person for personal injury or property damage sustained by such person while on or about the herein above described premises, due to the condition of said premises or Seller's negligence.
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, 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.
20. ~~ARBITRATION: If the parties are unable to resolve the disagreement or claim as provided in the above paragraph, and then such disagreement or claim shall be settled by binding arbitration. The arbitrator in such dispute shall be mutually selected by the parties, and then in accordance with the rules and regulations of the selected arbitrator and the laws of the State of Louisiana relative to arbitration. The parties shall be bound by the arbitrator's final decision. Judgment upon the award rendered may be entered in any court having jurisdiction thereof. The prevailing party shall be entitled to recover from the non-prevailing party all reasonable attorney's fees and other related expenses resulting from the arbitration. The terms of this Paragraph shall apply to all claims, disputes, controversies, and other matter at issue between the parties, arising out of or relating to this Agreement.~~


 PROJECT MANAGER
 FRANCIS V. BRAM

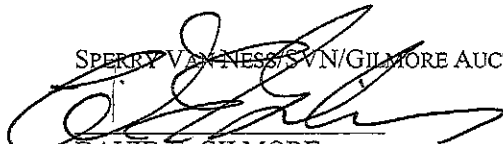
DATE 3-29-2019

by:  3-29-19
 SELLER DATE

by: _____
 SELLER DATE

by: _____
 SELLER DATE

by: _____
 SELLER DATE


 DAVID E. GILMORE

3/29/19
 DATE

SPERRY VAN NNESS SVN/GILMORE AUCTION & REALTY CO.
 Louisiana Auctioneer License #447
 Louisiana Real Estate Brokers License #42445
 Mississippi Auctioneer License #378
 Mississippi Auction Firm License #641F
 Mississippi Real Estate License #B-14307
 Texas Auctioneer License #00011136
 Alabama Auctioneer License #1832
 Arkansas Auctioneer License #1979
 Arkansas Real Estate Brokers License #PB00066681
 Oklahoma Real Estate Brokers License #149073
 South Carolina Auctioneer License #3815

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 (if applicable) (Name, Address, Phone) |
| € Title Insurance Policy | € Seller's List of Prospects |
| € Appraisal | € Keys/Alarm Codes |
| € 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 important information.