

1 Introduced December 12, 2000, by
2 Councilman Kingston, seconded by
3 Councilman Binder (by request)

4 **Item No. 00-12-2192**

5
6 **ORDINANCE NO. 2981**

7 An ordinance authorizing the Mayor to execute an Act of Sale purchasing
8 a certain parcel of property from The Alabama Great Southern Railroad Company.
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10 WHEREAS, the City of Slidell is in the process of developing a linear park
11 behind the Railroad Depot on Front Street in the area of Robert's Landing; and
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13 WHEREAS, the development of said park would enhance and add to City
14 property in the area; and
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16 WHEREAS, The Alabama Great Southern Railroad Company owns a
17 parcel of land that would greatly improve the said park.
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19 NOW THEREFORE BE IT ORDAINED by the Slidell City Council that it
20 does hereby authorize the Mayor of the City of Slidell to execute an Act of Sale to
21 acquire from The Alabama Great Southern Railroad Company approximately 2.3
22 acres of land in the Robert's Landing area and behind the Train Depot for the sum of
23 Fifty Thousand Dollars (\$50,000), and with the following conditions:
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- 28 1. Within sixty (60) days of the date of the adoption of this Ordinance, the
29 City shall furnish the Railroad with two copies of a survey and legal
30 description prepared by a land surveyor registered in the State of
31 Louisiana. The survey shall be certified to the Railroad. The City shall
32 pay all costs associated with the same. The survey and legal description
33 shall be in a format acceptable for recording in St. Tammany Parish and
34 subject to the approval of the Railroad. The Railroad may elect to use the
35 survey in its preparation of the conveyance documents.
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37 2. The conveyance shall be by Act of Sale without warranty, which deed
38 shall be subject to an exclusive reservation of servitudes by the Railroad
39 (which for purposes of this paragraph, includes Railroad's successors,
40 assigns, licensees, and lessees) for signboards as well a fiber optic,
41 signal and other communications lines, and any and all other conditions,
42 restrictions, servitudes, reservations, easements, licenses, and leases,
43 whether or not of record.
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- 5 3. City shall secure any title commitment it may require and pay all costs
6 associated with the same.
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- 8 4. All property taxes, assessments and rentals shall be prorated between
9 City and Railroad as of the date of closing. Railroad shall be responsible
10 for preparation of the Act of Sale and obtaining any necessary mortgage
11 releases. All closing costs, including but not limited to transfer taxes, shall
12 be the responsibility of the City.
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- 14 5. City shall take possession of the Premises at closing.
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- 16 6. Any and all required permits, licenses, approvals, zoning, subdivision
17 compliance and financing shall be obtained by the City at its sole effort
18 and expense.
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- 20 7. It is agreed that no real estate commissions are due or owed by Railroad
21 with respect to this transaction. City hereby agrees to hold harmless
22 Railroad from and against any and all claims and liabilities for real estate
23 or brokerage fees arising out of this transaction.
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- 25 8. A) City agrees to purchase the Premises "as is" and acknowledges
26 that Railroad has not made any express or implied representation or
27 warranty with respect to the condition or suitability of the Premises,
28 including, but not limited to, the condition of the soil, the presence of
29 hazardous materials, substances, wastes or other environmentally
30 regulated substances, or other contaminants in the soil or improvements—
31 whether known or unknown (referred to herein as "contamination of the
32 Premises") and other physical characteristics. City shall perform at its own
33 expense and rely solely upon its own independent investigation concerning
34 the physical condition of the Premises (including, but not limited to, an
35 environmental assessment) and compliance of the Premises with any
36 applicable law and regulations.
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4 B) Railroad has not and does not hereby make any express or
5 implied representation or warranty or give any indemnification of any kind
6 to City concerning the Premises, its condition or suitability or its
7 compliance with any statute, ordinance or regulation, including, but not
8 limited to, those relating to the environment. City acknowledges that
9 neither Railroad nor any of its agents or representatives have made, and
10 Railroad is not liable for, or bound in any manner by, any express or
11 implied warranties, guarantees, promises, statements, inducements,
12 representations or information pertaining to the Premises or any part
13 thereof, the physical condition, size, zoning, income potential, expenses or
14 operation thereof, the uses that can be made of the same or in any manner
15 or thing with respect thereof, including, without limitation, any existing or
16 prospective leasing or occupancy of all or any part thereof.

17 C) City hereby agrees that, following its purchase of the Premises,
18 City will protect, indemnify and hold harmless Railroad from and against
19 any and all damages, penalties, fines, claims, demands, causes of action,
20 liens, suits, liabilities, costs (including, without limitation, cleanup and
21 remedial action costs), judgments, and expenses (including, without
22 limitation, attorney's and experts' fees and expenses) of every kind and
23 nature suffered by, incurred by (whether voluntarily or by court or
24 administrative order or direction) or asserted against Railroad or City as a
25 direct or indirect result of any hazardous materials, substances, wastes or
26 other environmentally regulated substances located on, in or under the
27 Premises.

28 D) Following City's purchase of the Premises, City hereby
29 expressly agrees to assume any and all liability arising from any
30 contamination of the Premises and expressly releases Railroad from such
31 liability. City further expressly renounces and waives any claim or cause of
32 action it may have against Railroad under any existing or future theory of
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5 law (federal, state or local, or by common law) for any cleanup, response
6 or remedial action costs incurred (whether voluntarily or otherwise) by City
7 which arises directly or indirectly out of any contamination of the Premises,
8 including, but not limited to, costs incurred under Sections 107 and 113 of
9 the Comprehensive Environmental Response, Compensation, and Liability
10 Act.
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15 9. The Alabama Great Southern Railroad Company shall have 120 days after
16 recordation of the Act of Sale to remove all rail and rail materials from the
17 premises.
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20 10. The at-grade rail crossings at Erlanger and Cousin Streets shall be closed
21 according to the terms set forth in Amendment A to Item No. 00-12-2193.
22 In the event the City, without the express permission from The Alabama
23 Great Southern Railroad Company, repeals the provisions of Item No. 00-
24 12-2193 as it is adopted:
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28 A) Ownership of the Premises shall revert to The Alabama Great
29 Southern Railroad Company. The City shall take all actions required to
30 effectuate the reversion; and
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33 B) The Alabama Great Southern Railroad Company shall retain the
34 \$50,000 purchase price; and
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37 C) The City, at its sole expense, shall close and remove the
38 extension of Bayou Lane to Pennsylvania; and

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40 D) The City shall pay to The Alabama Great Southern Railroad
41 Company the sum of \$100,000 as damages.

42 This Ordinance shall be effective upon the City receiving either:
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- 44 1. Subsequent to a review of the Citywide Testing Phase I Environmental
45 Assessment, a reasonable indication that a Phase II Environmental
46 Assessment is not warranted; or
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48 2. A favorable report based upon a Phase II Environmental Assessment,
49 whichever occurs earlier."
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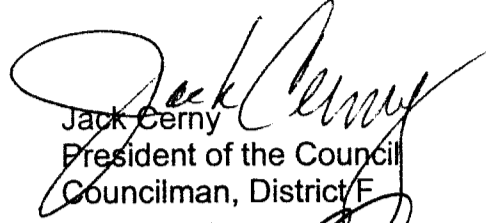
ADOPTED this 23rd day of January, 2001.

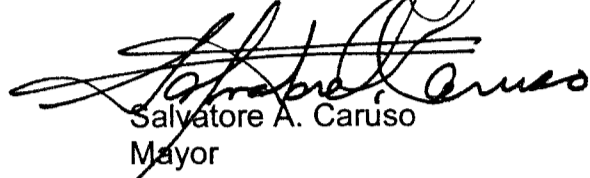
DELIVERED 2:15 p.m.


1/26/01 to the Mayor

RECEIVED 9:30 a.m.

2/1/01 from the Mayor


Jack Cerny
President of the Council
Councilman, District F


Salvatore A. Caruso
Mayor


Davis Dautreuil
Council Administrator/Clerk of the Council