

**CITY OF HAMMOND**  
**ORDINANCE NO. # \_\_\_\_\_ C.S.**

**An Ordinance to Authorize the Mayor or his Designee to execute documents for the Acceptance of the former Army Reserve Building located at 1290 SW Railroad Avenue and to Provide for Related Matters**

BE IT ORDAINED by the City Council of Hammond, Louisiana, that:

A. The City of Hammond agrees to accept ownership of whatever rights the United States of America (Government), may own, with the exception of any and all mineral rights, in its as is condition, and subject to the conditions set forth in the attached quitclaim deed in and to the property located at 1290 SW Railroad Avenue, Hammond, Louisiana described below:

**Legal Description:**

A certain tract or parcel of land situated in the Town of Hammond, Parish of Tangipahoa, State of Louisiana, and in Section 25, Township 6 South, Range 7 East, St. Helena Meridian, said tract being a portion of Block 36 of the Barber Addition, to the City of Hammond, Louisiana, the boundary lines of which tract are more particularly described as follows:

Beginning at a point which marks the Southeast corner of said Block 36 and running thence South 75 degrees 29 minutes West along the line between Blocks 36 and 37 a distance of 450.0 feet to a point, thence North 14 degrees 45 minutes West a distance of 310.0 feet to a point, thence North 75 degrees 29 minutes East a distance of 450.0 feet to a point on the existing westerly right-of-way line of U.S. Highway No. 51 and 190, thence South 14 degrees 45 minutes East along said right-of-way line a distance of 310.0 feet to the point of beginning and containing 3.202 acres.

The above described tract of land shall hereinafter be referred to as "the Property".

B. The acceptance of the Property is subject to the following:

**SPECIAL AND GENERAL EXCEPTIONS AFFECTING THE PROPERTY:**

Any conveyance of the Property, described above, is to be expressly made subject to the following matters to the extent and only to the extent the same are valid and subsisting and affect the Property:

A. All existing permits, servitudes, easements and rights-of-way for public streets, roads and highways, public utilities, electric power lines, electric transmission facilities, railroads, pipelines, ditches, conduits and canals on, over and across said land, whether or not of record.

B. All existing interest(s) reserved to or outstanding in third parties in and to water rights, ditch and reservoir rights, as well as oil, gas, and/or minerals, whether or not of record.

C. All other existing interests reserved by any grantor(s) in chain of title unto said grantor(s) their respective successors and assigns, which affect any portion of the Property interest(s) hereinabove described, whether or not of record.

D. Any survey discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or protrusions, or any overlapping of improvements which may affect the subject Property.

E. Existing ordinances or resolutions, special purpose district rules and regulations, including soil conservation district rules and regulations and water conservancy district rules and regulations, filed of public record and affecting all or any portion of the subject property.

## **RESERVATIONS/COVENANTS COVERING THE FEE TRACT:**

This Deed covering the Property is expressly made subject to the following reservations in favor of Grantor, and its assigns.

SAVE AND EXCEPT and there is hereby reserved unto the UNITED STATES OF AMERICA, and its assigns, all rights and interests which have been previously reserved to the UNITED STATES OF AMERICA in the Patent(s) which cover(s) the Property.

SAVE AND EXCEPT and there is hereby reserved unto the UNITED STATES OF AMERICA, and its assigns, all right, title and interest in and to all oil, gas, hydrocarbons, and other minerals that may be produced in and under the Property; including, but not limited to the following attributes in connection with its right to take, develop, and produce such oil, gas, hydrocarbons, and minerals: (1) the right in ingress and egress to the Property, (2) the right to lease, (3) the right to receive bonus payments, (4) the right to receive delay rentals, and (5) the right to receive royalty payments.

## **CERCLA NOTICES, COVENANTS AND RESERVATIONS:**

### **A. CERCLA Notice.**

Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA)(42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that the following hazardous substances have been released, disposed of, or stored for one year or more on the Property: Petroleum products and/or their derivatives.

### **B. CERCLA Covenant.**

Grantor hereby covenants and warrants that all remedial action necessary to protect human health and the environment has been taken before the date of delivery of this Deed. Grantor warrants that it shall take any additional response action found to be necessary after the date of this Deed regarding hazardous substances located on the Property on or prior to the date of this conveyance.

1. This covenant shall not apply:
  - a. in any case in which Grantee, its successors or assigns, or any party-in-possession of the Property, or any part thereof, is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR
  - b. to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successors or assigns, or any party-in-possession of the Property, or any part thereof, after the date of this conveyance that either:
    - i. Results in a release or threatened release of a hazardous substance that was not located on the Property on the date of this conveyance; OR
    - ii. Causes or exacerbates the release or threatened release of a hazardous substance the existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance; OR
    - iii. in the case of a hazardous substance previously unknown by Grantor and Grantee as of the date of this conveyance but which is hereafter discovered by Grantee, its successors or assigns, or any party-in-possession of the Property, or any part thereof, and where after such discovery, Grantee, its successors or assigns, or any party-in-possession of the Property, or any part thereof, thereafter causes or exacerbates a release or threatened release of such hazardous substance.
2. In the event Grantee, its successors or assigns, or any party-in-possession of the Property, or any part thereof, seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or

related expenses, the Grantee, its successors or assigns, or any party-in-possession of the Property, or any part thereof, shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:

- a. The associated contamination existed prior to the date of this conveyance; and
- b. The need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successors or assigns, or any party-in-possession of the Property, or any part thereof.

### **C. Access Easement.**

Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

### **D. Non-Disturbance Clause.**

Grantee covenants and agrees for itself, its successors and assigns, or any party-in-possession of the Property, or any part thereof, not to disrupt and/or prevent the United States of America, its officers, employees, agents, contractors and subcontractors, and any other authorized party or entity from conducting any required Response, including, but not limited to any necessary investigation, survey, treatment, remedy, oversight activity, construction, upgrading, operating, maintaining and monitoring of any groundwater treatment facilities or groundwater monitoring network on the Property.

### **OTHER ENVIRONMENTAL COVENANTS:**

Grantee covenants for itself, its successors and assigns, or any party-in-possession of the Property, or any part thereof, that it shall abide by each of the following covenants, each of which will be covenants running with the land. In addition, the United States of America shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the property hereby conveyed and shall have a right to enforce each of the covenants herein in any court of competent jurisdiction; provided, however, the United States of America shall have no affirmative duty to Grantee, its successors or assigns, or any party-in-possession of the Property, or any part thereof, to enforce any of the following covenants herein agreed.

### **Pesticides Disclosure.**

- A. The Grantee is notified that the Property may contain the presence of pesticides that have been applied in the management of the property. The United States knows of no use of any registered pesticide in a manner inconsistent with its labeling, and believes that all applications were made in accordance with the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA -- 7 U.S.C. Sec. 136, et seq.), its implementing regulations, and according to the labeling provided with such substances. Furthermore, that in accordance with the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA -- 42 U.S.C. Sec. 9601, et seq.), the use of such substances is not a "release" (as defined in CERCLA, 42 U.S.C. Sec. 9601 (22)), but instead the use of a consumer

product in consumer use (42 U.S.C. Sec. 9601(9)), and the application of a pesticide product registered under FIFRA for which recovery for response costs is not allowed (42 U.S.C. Sec. 9607(i)).

**B. Notice of the Presence of Asbestos - Warning!**

1. The Grantee is warned that the property contains asbestos-containing materials. Unprotect or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency (EPA) regulate asbestos because of the potential hazards associated with the exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

2. Grantee is invited, urged and cautioned to inspect the property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The disposal agency will assist Grantee in obtaining any authorization(s) which may be required in order to carry out any such inspection(s). Grantee shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the property including, without limitation, any asbestos hazards or concerns.

3. No warranties either express or implied are given with regard to the condition of the property including, without limitation, whether the property does or does not contain asbestos or is or is not safe for a particular purpose.

4. The description of the property set forth in the Conveyance Document and any other information provided therein with respect to said property is based on the best information available to the disposal agency and is believed to be correct, but any error or omission, including, but not limit to, the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall not constitute ground for any claim by the Grantee against the Government.

5. The Government assumes no liability for damages for personal injury, illness, disability or death, to the Grantee or the Grantee's successors, assigns, employees, invitees, or any other person subject to Grantee's control or direction, or to any other person, including members of the general public arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to the contact of any kind whatsoever with asbestos on the property which is the subject of this conveyance, whether the Grantee, its successors or assigns has or have properly warned or failed to properly warn the individual(s) injured.

6. The Grantee further agrees that in its use and occupancy of the property it will comply with all Federal, state, and local laws relating to asbestos.

**Notice of Lead-Based Paint for Non-Residential Real Property Constructed Prior to 1978.**

Every purchaser of any interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible

lead-based paint hazards is recommended prior to converting the property to a residential dwelling.

**Notice of Presence of Mold.**

1. The Grantee is notified that various forms of mold may be present at various locations in the subject building(s) on the Property. Molds and mold growth may create toxins that can cause adverse health reactions to some humans after exposure, and which falls within the CERCLA "Limitations on Response" standards at 42 U.S.C. 9604(a)(3). The Federal Government has not set Standards or Threshold Limit Values for airborne concentrations of mold or mold spores.

2. Information provided to Grantee with respect to the Property is based on the best information available to the U.S. General Services Administration and is believed to be correct, but any error or omission, including, but not limited to the omissions of any information available to the agency having custody over the Property and/or any Federal agency, will not constitute grounds for liability for damages by the Government for personal injury, illness, disability, or death to the Grantee, its successors, assigns, employees, invitees, or any other person subject to the Grantee's control or direction.

**Notice of Indoor Firing Range.**

By its acceptance of this deed the Grantee, for itself and its assigns acknowledges:

1. The main U.S. Army Reserve Center Building includes a former indoor firing range (IFR). The firing, based upon the best review of documents by the General Services Administration and the land holding agency, was abated and formally released for re- occupancy and alternate use in 1997. Based upon wipe samples, positive lead results were detected in the IFR room. In 1997, American Asbestos, Inc. was contracted to abate, cleanup and encapsulate all work items required to prepare the indoor firing range for alternate use. Formal release of the indoor firing range for re-occupancy and alternate use was issued on March 8, 1997 by the U.S. Army Reserve.

2. That while the UNITED STATES OF AMERICA has cleared and remediated the property described herein of lead and unexploded ordnance, within the limits of practicality and feasibility, no ordnance clearing or lead remediation can be proven to be completely effective and that the UNITED STATES OF AMERICA has made no representations as to the effectiveness of its efforts to clear ordnance or remediate lead from the property.

**EMERGENCY MANAGEMENT LAND USE RESTRICTIVE COVENANT/RIGHT OF REVERTER:**

The Grantee covenants and agrees for itself, its successors and assigns of every subsequent successor in interest to the Property or any portion thereof (hereinafter jointly referred to as "Grantee/Successors"), that the real property, described above in Section I, is hereby conveyed subject to the following terms, conditions, limitations and restrictions of this Emergency Management use Covenant:

Grantee understands that the Property is being transferred pursuant to 40 U.S.C. § 553 for emergency management response use and agrees that the Property will be used and maintained as an emergency management response facility in perpetuity, and that in event the Property ceases to be used for maintained as an emergency management response facility, all or any portion of the Property shall, in its then existing condition, at the option of the Grantor, revert to the Grantor.

**MISCELLANEOUS NOTICES, TERMS, CONDITIONS, AGREEMENTS,  
AND COVENANTS:**

Except as otherwise provided by 42 U.S.C. 9620(h)(3), Grantee covenants for itself, its heirs, assigns and every successor in interest to the Property herein described or any part thereof that it shall abide by each of the following covenants, each of which will be covenants running with the land. In addition, the United States of America shall be deemed a beneficiary of each of the following covenants without regard to whether it remains the owner of any land or interest therein in the locality of the Property hereby conveyed and shall have a right to enforce each of the covenants herein in any court of competent jurisdiction; provided, however, the United States of America shall have no affirmative duty to any successor in title to this conveyance to enforce any of the following covenants herein agreed.

- A. GRANTEE AGREES AND ACKNOWLEDGES THAT GRANTOR IS SELLING THE PROPERTY STRICTLY ON AN "AS IS, WHERE IS, WITH ALL FAULTS" BASIS, WITHOUT WARRANTY, EXPRESS OR IMPLIED, WITH ANY AND ALL LATENT AND PATENT DEFECTS. GRANTEE ACKNOWLEDGES THAT GRANTOR HAS MADE THE PROPERTY AVAILABLE FOR INSPECTION BY GRANTEE AND GRANTEE'S REPRESENTATIVES. GRANTEE HAS INSPECTED OR WILL HAVE INSPECTED PRIOR TO CLOSING THE PHYSICAL CONDITION OF THE PROPERTY TO THE EXTENT FELT NECESSARY BY THE GRANTEE, INCLUDING ALL IMPROVEMENTS THEREON, AND ACCEPTS TITLE TO THE SAME "AS IS" IN ITS EXISTING PHYSICAL CONDITION. GRANTEE ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY REPRESENTATION, WARRANTY, STATEMENT, OR OTHER ASSERTION OF THE UNITED STATES OF AMERICA, AS GRANTOR, INCLUDING ITS AGENCIES OR ANY OFFICIAL AGENT, REPRESENTATIVE, OR EMPLOYEE OF THE FOREGOING, WITH RESPECT TO THE PROPERTY'S CONDITIONS EXCEPT AS SET FORTH IN THE CONTRACT. GRANTEE IS RELYING SOLELY AND WHOLLY ON GRANTEE'S OWN EXAMINATION OF THE PROPERTY, IS FULLY SATISFIED WITH THE PROPERTY, AND ACCEPTS ANY LIABILITIES OR COSTS ARISING IN CONNECTION WITH THE INTERIOR OR EXTERIOR CONDITION OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY COSTS OR LIABILITIES PERTAINING TO ANY ENVIRONMENTAL CONDITION ON THE PROPERTY, EXCEPT AS SET FORTH IN SECTION VII. C, BELOW. THE UNITED STATES OF AMERICA AND ITS AGENCIES DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES AND SPECIFICALLY MAKE NO WARRANTIES OF TITLE, HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER GRANTEE IS PUT ON NOTICE THAT ANY PRIOR GRANT AND/OR ENCUMBRANCE MAY BE OF RECORD AND GRANTEE IS ADVISED TO EXAMINE ALL PUBLIC RECORDS AVAILABLE REGARDING THE PROPERTY.
- B. NO EMPLOYEE OR AGENT OF GRANTOR IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY AS TO THE QUALITY OR CONDITION OF THE PROPERTY MERCHANTABILITY, SUITABILITY, OR FITNESS OF THE PROPERTY FOR ANY USE WHATSOEVER, KNOWN OR UNKNOWN, TO GRANTOR, OR COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION, OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS, INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING, OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE. IN NO EVENT.

C. That the Mayor of the City of Hammond or his designee is authorized to execute such agreements and deeds between the Government and the City of Hammond memorializing the agreement between the parties relative to the above stated property transfer and conditions set forth therein, including as contained above.

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The above and foregoing ordinance having been duly submitted to the Hammond City Council in writing; introduced at a public meeting on \_\_\_\_\_, 2017, of the Hammond City Council and discussed at a public meeting held on \_\_\_\_\_, 2017; after motion and second was submitted to the official vote of the Hammond City Council.

On motion of \_\_\_\_\_ and seconded by \_\_\_\_\_, the foregoing ordinance was hereby declared adopted on \_\_\_\_\_, 2017, by the following roll call vote:

Votes: Johnny Blount ( ) Jason Hood ( ) Janice Carter Beard ( ) Lemar Marshall ( ) Mike Williams ( ). Motion carried.

WHEREFORE, the above and foregoing ordinance was declared duly adopted on this \_\_\_\_ day of \_\_\_\_\_ 2017, at Hammond, Tangipahoa Parish, Louisiana.

\_\_\_\_\_  
Lemar Marshall  
President, Hammond City Council

\_\_\_\_\_  
Honorable Pete Panepinto  
Mayor, City of Hammond

\_\_\_\_\_  
Tonia Banks, Clerk  
Hammond City Council

INTRODUCED: \_\_\_\_\_, 2017

PUBLISHED: \_\_\_\_\_, 2017

ADOPTED: \_\_\_\_\_, 2017

DELIVERED TO MAYOR: \_\_\_\_\_, 2017

APPROVED BY MAYOR: \_\_\_\_\_, 2017

RECEIVED FROM MAYOR: \_\_\_\_\_, 2017