

**CITY OF ST. GEORGE**

BY COUNCIL MEMBER COOK:

**RESOLUTION NO. 2025-013**

TO APPROVE AN AGREEMENT TO PURCHASE COMMERCIAL PROPERTY LOCATED AT 11207 PROVERBS AVENUE, ST. GEORGE, LA 70816 AND TO PROVIDE FOR RELATED MATTERS

WHEREAS, the Council for the City of St. George desires to enter into an Agreement to purchase commercial property located at 11207 Proverbs Avenue, St. George, LA 70816 and to provide for related matters.

NOW THEREFORE, BE IT RESOLVED by the Council for the City of St. George approves the attached Agreement to Purchase Commercial Property located at 11207 Proverbs Avenue, St. George, LA 70816 attached as Exhibit A.

BE IT FURTHER RESOLVED by the Council for the City of St. George that Mayor Dustin Yates is hereby authorized to execute any and all documents and take any and all actions necessary to purchase said property.

**Section 1. Effective Date.** This Resolution shall be effective upon adoption.

This Resolution having been submitted to a vote, the vote thereon was:

For: Cook, Edmonds, Himmel

Against:

Absent: Heck, Monachello

**CERTIFICATION**

The above and foregoing Resolution was duly adopted at the Regular Meeting of the St. George City Council held on June 24, 2025.

  
Lorraine Beaman, City Clerk

## AGREEMENT TO PURCHASE AND SELL COMMERCIAL PROPERTY

1. **Agreement to Sell.** For consideration set forth in this Purchase Agreement ("Agreement"), and subject to its terms and conditions, **Provco Holdings, LLC** ("Seller") agrees to sell and convey to **The City of St. George, Louisiana** ("Buyer") and Buyer agrees to purchase from Seller a certain parcel of property together with all rights, servitudes, appurtenances and advantages thereunto, any roads, streets, alleys or rights of ways bounding such property, and all buildings and other improvements thereon, and more particularly described below and shown on Exhibit A ("Property"). "Effective Date" shall be the last date that this Agreement has been executed by Buyer and Seller.

### **Property:**

A 19,985 ± SF office building and all improvements thereon, located on  
approximately 1.75 acres of land situated at 11207 Proverbs Ave., St. George, LA 70816

### **Further Described As:**

Ward: 3-0, Subdivision: Sherwood Common Office Park, Lot: B-2A-3-B-1-A. 1st Filing. Lot B-2A-3-B-1-A Cont. 1.739  
Acres resub. Of Lot B-2A-3-B-1 Of Sherwood Common Office Park resub. 1988-89-98-2005-09.

2. **Consideration.** The purchase price for the Property shall be **Two Million Nine Hundred Fifteen Thousand and No/100 (\$2,915,000.00) Dollars** ("Purchase Price"), payable in cash to Seller at Closing. The sale of the Property will be made with limited warranty of title as to Seller's acts only, but "as-is where is" as to the condition of the Property, with a waiver of the warranties of redhibition, fitness and use under Louisiana law, including Civil Code Art. 2520 through 2548, together with full substitution and subrogation to all rights and actions of warranty which Seller may have (including environmental subrogation) including the language attached hereto as Schedule 1, which shall be included in the act of sale at Closing..

3. **Deposit.** Upon execution of this Agreement, Buyer will deliver to Southern Woods Title, LLC ("Escrow Agent") a deposit in the amount of **Thirty Thousand and No/100 (\$30,000.00) Dollars** to be placed in a non-interest-bearing account ("Deposit"). The Deposit shall be applied to the Purchase Price at Closing, or in the event of a default by either Seller or Buyer, then in accordance with this Agreement. The Deposit shall not be considered "earnest money". In the event any litigation should arise between the parties to this Agreement concerning the Deposit, Buyer and Seller agree to hold Escrow Agent harmless from, and indemnify and defend Escrow Agent for, the payment of any costs and expenses that may be involved in said litigation (including reasonable attorneys' fees), and from and for any and all loss, damage, liability and expense that may be incurred by Escrow Agent arising out of or in connection with its appointment or duties as Escrow Agent, except for gross negligence, willful misconduct or bad faith of the Escrow Agent. In the event of a dispute, Escrow Agent's only obligation shall be to pay the Deposit into a court of competent jurisdiction. This provision shall be effective without an obligation of Escrow Agent to execute this Agreement.

4. **Closing.** The closing ("Closing") shall be held in such place as the parties hereto may agree and shall occur on or before **Thirty (30) days** following the expiration of the Inspection Period.

5. **Inspection Period.** Buyer shall have **Sixty (60) days** after the Effective Date ("Inspection Period") to enter the Property, make a physical inspection of the Property, conduct soil tests and any other appropriate tests and reports to determine, among other things, the existence or nonexistence of any toxic or hazardous materials on the Property and that the Property is fit for its intended use as determined in Buyer's sole discretion. During the Inspection Period, if Buyer determines that the Property is not suitable for its intended use for any or no reason, as determined in its sole and absolute discretion, Buyer may terminate this Agreement by providing Seller with notice of such cancellation during the Inspection Period, in which case this Agreement will be deemed terminated and the Deposit will be refunded to Buyer. Buyer shall not conduct any invasive studies or inspections of the Property with Seller's consent, and Buyer shall indemnify, hold

harmless, and defend Seller from and against any losses, liabilities, liens, damages, claims or actions resulting from any inspections by Buyer under this Agreement. The foregoing sentence shall survive the Closing and/or termination of this Agreement.

6. **Title.** Buyer shall examine title to the Property and prior to the expiration of the Inspection Period, shall specify to Seller those items subject to which Buyer will accept title to the Property ("Permitted Encumbrances"). "Encumbrances" shall mean all other liens, servitudes and other matters affecting title to the Property, other than Permitted Encumbrances. Seller, at its cost and expense, may elect to cure or remove all Encumbrances, including all defects and encroachments revealed by any survey conducted by Buyer, prior to Closing in a manner reasonably satisfactory to Buyer. In the event that Seller is unable to cure or remove all Encumbrances prior to Closing, the Closing shall be extended for an additional thirty (30) days in order for Seller to cure or remove such Encumbrances if Seller elects to do so. If Seller, using commercially reasonable good faith efforts, cannot cure the Encumbrances, then Buyer may, in addition to any other right Buyer may have, (a) take title to the Property despite the existence of the uncured Encumbrances, (b) terminate this Agreement and receive a return of the Deposit; or (c) cure Encumbrances at the Buyer's cost. Buyer shall have the right to object to any encumbrances affecting the title arising as a matter of law (such as a lien) or which were filed in the conveyance or mortgage records of the Clerk of Court for the parish where the Property is located and arising after the date that Buyer specified the Permitted Encumbrances to Seller and such Encumbrances can be objected to at any time prior to Closing.

7. **Due Diligence Materials.** Within **5 days** after the Effective Date, Seller shall furnish Buyer with true and correct copies of all of the following documents: (i) all agreements and leases affecting the Property; (ii) all listing agreements with realtors and/or brokers affecting the Property; (iii) all reports received, owned or generated by Seller in connection with any environmental inspections of the Property conducted by or on Seller's behalf; (iv) true copies of all title policies, commitments, surveys, and reports covering the Property; (v) any other information or knowledge within Seller's possession or knowledge which would assist Buyer in completing its due diligence investigation. Provided, that Seller makes no representations or warranties with respect to the completeness or accuracy of any of such documents delivered to Buyer.

8. **Appraisal.** In the event the appraised value is less than the Purchase Price, Buyer shall have the right to terminate the Agreement, request a reduction to the Purchase Price (new Purchase Price to be mutually agreed upon by Buyer and Seller), or proceed to closing at the original Purchase Price at Buyer's discretion. If the Agreement is terminated due to the appraised value being less than the Purchase Price during the Inspection Period, the Deposit shall be refunded in full and neither party shall have any further obligations under this Agreement unless otherwise expressly stated.

9. **Conditions Precedent to Buyer's Obligation to Close.** The Buyer's obligation shall be contingent upon the following, failing which the Deposit shall be returned to Buyer:

- a. **St. George City Council Approval.** This Agreement is contingent upon formal approval of the Purchase Agreement by the City Council of the City of St. George, Louisiana. In the event such approval is not obtained within Sixty (60) days of the Effective Date, Buyer shall have the right to terminate the Agreement upon written notice to Seller, and the Deposit shall be returned in full to Buyer.
- b. **Termination of Leases.** Seller shall terminate all tenant leases with respect to the Property, and shall deliver the Property free of all leases such that Buyer may occupy 100% of the Property for its operations; provided that both Sparkhound and Covalent Logic shall each have up to thirty (30) days after Closing to vacate the Property.

10. **Furniture, Fixtures, and Equipment (FF&E).** Most furniture, fixtures, and equipment ("FF&E") owned by Seller and located at the Property as of the Effective Date shall be included in the sale at no additional cost. This includes, but is not limited to, office furniture, appliances, built-ins, and security systems, excluding any items owned by tenants or specifically excluded in writing before the end of the Due Diligence Period. Within seven (7) days of the Effective Date, Seller shall provide Buyer with an itemized list of FF&E that Seller intends to exclude from the sale. Seller will remove these items from the Property prior to closing, at Seller's expense. FF&E will transfer free of liens, "as-is, where-is," without warranty unless stated otherwise in the Agreement.

11. **Closing Expenses and Prorations.** Buyer and Seller shall each be responsible for its own reasonable and customary closing expenses. Seller shall pay any costs to cure or remove Encumbrances to title. Buyer shall pay abstract costs, title premiums and recordation costs of the Cash Sale. All prorations of ad valorem taxes, other fees or local government charges shall be prorated through the Closing and thereafter shall be paid by Buyer.

12. **Delivery.** Possession of the Property will be delivered to the Buyer on the Closing free from parties claiming rights to possession. Between the Effective Date and the Closing, the risk of loss of the Property shall belong to Seller. All keys, codes, access devices, and security system access shall be transferred to Buyer at Closing.

13. **Closing Documents.** Seller shall execute and deliver at the Closing: (a) act of sale conveying title to the Property subject only to Permitted Encumbrances; (b) a possession and lien affidavit if and as required by Buyer's title company; (c) certificate from the Seller dated at the Closing and stating that all representations and warranties made by Seller in the Agreement are true and correct as of the Closing; and (d) all other reasonable and necessary documentation to close this transaction. The Buyer shall execute and deliver at the Closing: (a) the balance of the Purchase Price; and (b) all other reasonable and necessary documentation to close this transaction.

14. **Representations and Warranties.**

- a. To induce Buyer to enter into this Agreement, Seller represents and warrants to Buyer that: (i) Seller owns 100% of the Property to be conveyed and has full power and authority to execute, deliver and carry out the terms and provisions of this Agreement; (ii) as of the Closing, no outside brokerage or leasing commissions, or other compensation will be due or payable to any person, firm or other entity; (iii) there are no condemnation, environmental, zoning or other land use regulation proceedings, either instituted or planned to be instituted, which could detrimentally affect the use or operation of the Property, nor has Seller received notice of any special assessment proceedings affecting the Property; (iv) to Seller's actual knowledge, Seller has not received notice or other communication concerning any alleged violation of any governmental requirement relating to the Property or concerning alleged liability (including claims, suits or investigations) associated with the presence of suspected presence of any toxic or Hazardous Materials on the Property. These representations, warranties and covenants of Seller are true in all material respects as the date of execution of this Agreement but shall not survive the Closing.
- b. Seller will terminate all leases and/or tenancies with respect to the Property not later than the Closing, and deliver the Property free of all occupants as of the Closing; provided that both Sparkhound and Covalent Logic shall each have up to thirty (30) days after closing to vacate the Property.

15. **Default.** In the event Buyer defaults, and provided Seller is not in default, then Seller may demand specific performance of Buyer's obligations under this Agreement or declare this Agreement null and void and Buyer shall forfeit the Deposit. In the event Seller defaults, then Buyer may demand specific performance of Seller's obligations under this Agreement or declare this Agreement null and void and receive a return of his Deposit. In no event shall either Party be liable to the other for special, consequential, or punitive damages. These obligations shall survive termination of this Agreement.

16. **Intentionally Deleted.**

17. **Miscellaneous.** The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators and successors of the parties hereto. This Agreement may only be amended or modified in writing executed by both Buyer and Seller or by electronic means or transmissions that reflects the mutual agreement of Buyer and Seller to amend or modify. This Agreement contains the entire agreement between Seller and Buyer and merges all previous understandings of every nature and kind. Typewritten and handwritten provisions inserted in this Agreement shall control all printed provisions in conflict therewith, provided that said changes are initialed by all parties hereto. This Agreement may be executed in separate counterparts, each of which will be deemed an original and both of which will constitute one and the same instrument. This Agreement shall be governed by Louisiana law, without regard to conflicts of law principles. This Agreement may be signed in multiple counterparts and scanned or electronic signatures

shall be deemed originals. Buyer and Seller hereby agree that the Louisiana Uniform Electronic Transactions Act shall apply to all notices and transmissions provided by Buyer and Seller in connection with this Agreement. When any day for notice or performance falls on Saturday, Sunday or a legal holiday, as that term is defined under Louisiana law, then such time for notice or performance shall be extended to the close of the next ensuing business day. The Parties agree to cooperate after Closing to correct any clerical or ministerial errors in the Closing documents

18. **Notice.** Any notice, demand or document any party is required or may desire to give upon any other party shall be in writing and either emailed, or delivered in person, or made by United States registered or certified mail, postage prepaid, return receipt requested, or commercial delivery service (such as Federal Express), addressed to such party at its address set forth below. Notice shall be effective on the date sent (or the date delivered in person).


<p>If to Seller:</p> <p>Provco Holdings, LLC c/o Shawn Usher 624 S Lakeshore Dr Baton Rouge, LA 70808 <a href="mailto:shawn.usher@sparkhound.com">shawn.usher@sparkhound.com</a></p> <p>With a copy to:</p> <p>Bill Sanders Lee &amp; Associates 5555 Hilton Avenue, Suite 330 Baton Rouge, LA 70808 <a href="mailto:bsanders@lee-associates.com">bsanders@lee-associates.com</a></p>	<p>If to Buyer:</p> <p>The City of St. Geroge, Louisiana c/o Mayor Dustin Yates</p> <p>_____ St. George, LA _____ Email: <a href="mailto:dustin.yates@stgeorgela.gov">dustin.yates@stgeorgela.gov</a></p> <p>With a copy to:</p> <p>Matthew L. Mullins Alexander Sides Spaht &amp; Mullins, LLC 10214 Jefferson Highway Baton Rouge, LA 70809 Email: <a href="mailto:Matt@alexandersides.com">Matt@alexandersides.com</a></p>
---	---


19. **Offer.** This offer remains binding and irrevocable through **June 6, 2025, 5:00pm CST**. In the event that Buyer and Seller do not execute this Agreement on or prior to **June 15, 2025, 5:00pm CST**, this Agreement shall be null and void.

**Seller and Buyer have executed this Agreement effective as of the Effective Date.**

**Seller: Provco Holdings, LLC**


**Buyer: The City of St. George, Louisiana**


DocuSigned by:  
  
2070268DFB044DD...

  
dotloop verified  
06/13/25 9:03 AM CDT  
OXVX-HHKM-UCFK-TAOQ

**By:** J. Shawn Usher

**By:** \_\_\_\_\_

Initials   
06/13/25 9:03 AM CDT  
dotloop verified

  
DS  
JSU

## Exhibit A



## Schedule 1


The following provisions shall be included in the Act of Sale at Closing:

Buyer acknowledges and agrees that neither Seller nor any agent or representatives of Seller has made, and Seller is not liable or responsible for, or bound in any manner by, any express or implied representations warranties, covenants, agreements, obligations, guarantees, statements, information or inducements pertaining to the Property or any part thereof, the physical or environmental condition thereof, the quantity, character, fitness and quality thereof merchantability, fitness for particular purpose, the income, expenses or operation thereof, the value and profitability thereof, the uses which can be made thereof or any other matter or thing whatsoever with respect thereto. Buyer acknowledges that it has had access to information and data relating to all of same as Buyer has considered necessary, prudent, appropriate or desirable for the purposes of this transaction and, without limiting the foregoing, that Buyer and its agents and representatives have independently inspected, examined, analyzed and appraised all of same, including the condition, value and profitability thereof. Seller's delivery of surveys, title reports, inspections, plans, specifications or other information shall not constitute a representation that such information is current, correct or complete. Without limiting the foregoing, Buyer acknowledges and agrees that Seller is not liable or responsible for or bound in any manner by (and Buyer has no relief upon) any oral or written or supplied guarantees, statements, information or inducements pertaining to the Property or any part thereof, or the condition of the Property, including, without limitation, the physical or environmental condition of the Property or the operations of the Property and any other information respecting same furnished by or obtained from Seller or any agent or representative of Seller. Without limiting the foregoing, Buyer acknowledges and agrees that Buyer is purchasing the Property as of the Effective Date in its then "AS IS" and "WHERE IS" condition.

BUYER HEREBY RELEASES SELLER AND (AS THE CASE MAY BE) SELLER'S OFFICERS, DIRECTORS, MEMBERS, SHAREHOLDERS, TRUSTEES, PARTNERS, EMPLOYEES, MANAGERS AND AGENTS FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES AND DISBURSEMENTS WHETHER THE SUIT IS INSTITUTED OR NOT) OF ANY AND EVERY KIND OR CHARACTER, WHETHER KNOWN OR UNKNOWN, LIQUIDATED OR CONTINGENT (HEREINAFTER COLLECTIVELY CALLED THE "CLAIMS") ARISING FROM OR RELATING TO (i) ANY DEFECTS (PATENT OR LATENT), ERRORS OR OMISSIONS IN THE DESIGN OR CONSTRUCTION OF THE PROPERTY WHETHER THE SAME ARE THE RESULT OF NEGLIGENCE OR OTHERWISE (ii) ANY PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS (INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL LAWS) OR ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY, OR (iii) ANY OTHER CONDITIONS, INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL AND OTHER PHYSICAL CONDITIONS, AFFECTING THE PROPERTY. THE RELEASE SET FORTH IN THIS SECTION SPECIFICALLY INCLUDES, WITHOUT LIMITATION, ANY CLAIMS UNDER ANY ENVIRONMENTAL LAWS OF THE UNITED STATES, THE STATE IN WHICH THE PREMISES IS LOCATED OR ANY POLITICAL SUBDIVISION THEREOF OR UNDER THE AMERICANS WITH DISABILITIES ACT OF 1990, AS ANY OF THOSE LAWS MAY BE AMENDED FROM TIME TO TIME AND ANY REGULATIONS, ORDERS, RULES OF PROCEDURES OR GUIDELINES PROMULGATED IN CONNECTION WITH SUCH LAWS, REGARDLESS OF WHETHER THEY ARE IN EXISTENCE ON THE EFFECTIVE DATE. BUYER ACKNOWLEDGES THAT BUYER HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL OF BUYER'S SELECTION AND BUYER IS GRANTING THIS RELEASE OF ITS OWN VOLITION AND AFTER CONSULTATION WITH BUYER'S COUNSEL.

SELLER DOES NOT WARRANT THAT THE PROPERTY IS FREE FROM REDHIBITORY OR LATENT DEFECTS OR VICES, AND BUYER SHALL RELEASE SELLER OF ANY LIABILITY FOR REDHIBITORY OR LATENT DEFECTS OR VICES UNDER LOUISIANA CIVIL CODE ARTICLES 2520 THROUGH 2548. BUYER SHALL WAIVE THE WARRANTY OF FITNESS FOR INTENDED PURPOSE AND GUARANTEE AGAINST HIDDEN OR LATENT REDHIBITORY VICES UNDER LOUISIANA LAW, INCLUDING LOUISIANA CIVIL CODE ARTICLES 2520 THROUGH 2548, AND THAT WARRANTY IMPOSED BY LOUISIANA CIVIL CODE ARTICLE 2475 AND SHALL WAIVE ALL RIGHTS IN REDHIBITION PURSUANT TO LOUISIANA CIVIL CODE ARTICLE 2520. BUYER FURTHER ACKNOWLEDGES AND DECLARES THAT THE FOREGOING WAIVERS HAVE BEEN

BROUGHT TO THE ATTENTION OF BUYER AND EXPLAINED IN DETAIL TO IT AND THAT BUYER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO THE FOREGOING WAIVER.

Initial   
06/13/25  
9:03 AM CDT  
dotloop verified