

National Land Realty, LLC

Listing Firm

Allison Liuzzo 995707570

Seller's Designated Agent Name & License Number

National Land Realty, LLC 0995698374

Brokerage Firm or Broker Name & License Number

(225)773-6525

Phone Number Office Fax

ALiuzzo@NationalLand.com

Email Address

National Land Realty, LLC

Selling Firm

Allison Liuzzo 995707570

Dual Agent Buyer's Designated Agent Name & License Num.

National Land Realty, LLC 0995698374

Brokerage Firm or Broker Name & License Number

(225)773-6525

Phone Number Office Fax

ALiuzzo@NationalLand.com

Email Address

Allison Liuzzo

11/8/2023

Delivered by Designated Agent to Day Date Time AM/PM

Comments

Allison Liuzzo

11/8/2023

Received by Designated Agent Day Date Time AM/PM

Agreement to Purchase and Sell Unimproved Lot

Date: November 8, 2023

Property located in: Albany Livingston, LA
City Parish

Property legal description: (attach map and/or exhibit if necessary)

Tracts X-1, X-2, X-3 and X-14. See Exhibit A. TBD Old CC Rd. Albany, LA 70711

(hereinafter the "Property").

MINERAL RIGHTS: (check one)

X If Seller owns any mineral rights; they are to be conveyed without warranty.

Mineral rights owned by Seller, if any, are to be reserved by the Seller but with waiver of any right to use the surface.

Other:

PURCHASE PRICE: Buyer agrees to purchase and Seller agrees to sell the Property described herein for the sum of: \$ 240,000.00, payable in cash or immediately available funds at the closing of the purchase and sale (the "Closing") as contemplated herein, subject to any valid restrictions, servitudes of record and any zoning ordinances affecting this Property.

CLOSING: The act of sale shall be passed before a settlement agent selected by BUYER X SELLER on December 8, 2023,

or before with mutual agreement of the parties. Any title insurance policies requested by the buyer, or required by the lender, shall be issued by the settlement agent. Any extension shall be agreed upon in writing and signed by Seller and Buyer. At the Closing, the following shall occur: (a). Real estate taxes and other assessments shall be prorated to date of Closing and received for by Buyer. (b). Seller shall deliver to Buyer sufficient evidence that the person, or persons, executing this Agreement and Closing documents on behalf of Seller have full right, power and authority to do so. (c). All closing costs, legal fees, surveying, financing, appraisals, recording, and other fees and expenses associated with the Property are to be paid by the Buyer. (d). Any mortgage liens, or other encumbrances affecting

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37 the Property will be deducted from the purchase price or from that portion of the sale proceeds due to the owner.  
38 Costs required to make title merchantable shall be paid by Seller.

39  
40 **POSSESSION:** Possession of the Property shall be delivered to Buyer on the Closing Date in the same condition the  
41 Property existed on the date that Buyer executes this Agreement.

42  
43 **FINANCING:**

44  **CASH SALE:** Buyer warrants that he has cash readily available to close the sale of this Property.  
45  **FINANCED SALE:** This sale is conditioned upon the ability of Buyer to borrow with this Property as security  
46 for the loan the sum of \$ \_\_\_\_\_ or **80** % of the Sale Price by a mortgage  
47 loan or loans at an initial interest rate not to exceed \_\_\_\_\_% per annum, interest and principal, amortized over a  
48 period of not less than \_\_\_\_\_ years, payable in monthly installments or on any other terms as may be acceptable to  
49 Buyer provided that these terms do not increase the cost, fees or expenses to Seller. Fees paid by Seller that are  
50 required by lender, if any, shall not exceed \$ \_\_\_\_\_. Buyer agrees to pay discount points not to  
51 exceed \_\_\_\_\_% of the loan amount.

52  
53 In the event BUYER is not able to secure financing, Seller reserves the right to provide all or part of mortgage loan(s)  
54 under the terms set forth herein subject to a credit check on Buyer and approval of mortgage documents by Seller.  
55 The mortgage shall contain the usual and customary clauses allowing executory process with or without  
56 appraisal. The Buyer agrees to make a good faith application, which includes ordering and paying for an  
57 appraisal and credit report if required for loan approval, within 5 calendar days of acceptance of this offer or any  
58 counteroffer and written proof from the lender that the application has been made shall be supplied by Buyer to the  
59 Seller. Written commitment by the lender to make loan(s), without contingencies except subject to approval of title  
60 and other contingencies normally imposed by lender excluding ordering appraisal and credit report, shall be obtained  
61 by Buyer and shall constitute final loan approval. Final loan approval shall be obtained on or prior to  
62 11/15/2023. Any extension of this date shall be in writing and shall be signed by all parties. Buyer  
63 authorizes and instructs lender to release to Seller or Seller's Broker or Designated Agent, written verification of the  
64 loan application and final loan approval.

65  
66 **OTHER FINANCING CONDITIONS:**

67 \_\_\_\_\_  
68 \_\_\_\_\_  
69 \_\_\_\_\_  
70 \_\_\_\_\_  
71 \_\_\_\_\_  
72 \_\_\_\_\_

73  
74 **APPRAISAL:** In the event an appraisal is made, this agreement is conditioned upon the appraisal being not less than  
75 the purchase price. If the appraisal is less than the purchase price, Buyer shall have the option to pay the agreed-  
76 upon price or to void this agreement unless Seller agrees to reduce the sales price to appraised value or unless both  
77 parties agree to a new sales price within five (5) business days after written notification to Seller of appraised value.

78  
79 **DEPOSIT:** Upon acceptance of this offer (the "Effective Date"), Seller and Buyer shall be bound by all terms and  
80 conditions herein, and  
81  Buyer will deposit, within \_\_\_\_\_ calendar days of notice of acceptance, with Seller's Designated  
82 Agent/Broker ("Broker") a deposit (the "Deposit") in the amount of \_\_\_\_\_.  
83  
84  Buyer will deposit, within \_\_\_\_\_ calendar days of the expiration of the Inspection Period (hereinafter defined),  
85 with Seller's Designated Agent/Broker ("Broker") a deposit (the "Deposit") in the amount of  
86 \_\_\_\_\_  
87 \_\_\_\_\_

88 Failure to do so shall be considered a breach of this Agreement. This Deposit shall not be considered as earnest  
89 money and shall be non-interest bearing. The Deposit shall be held by Listing Broker in an escrow account as  
90 required by the Louisiana Real Estate Commission and established in a federally insured banking or savings and  
91 loan institution without responsibility on the part of said Broker in the case of failure or suspension of such institution.  
92 Notwithstanding any other provision to this agreement, including nullity, the Deposit may be disbursed to one of the  
93 parties only by written mutual consent of the parties. In the event the parties do not sign such consent, the Broker  
94 shall bear the responsibility for depositing the funds into a court of competent jurisdiction or as directed by the  
95 Louisiana Real Estate Commission's rules and regulations regarding Deposits.

96  
97 **INSPECTIONS:** At the sole expense of Buyer, Buyer shall have Fourteen (14)  
98 days after the Effective Date of this Agreement (the "Inspection Period") to make an inspection of the Property, which  
99 may include environmental, zoning, flood zone, drainage and soil conditions, and any other aspects of the Property

Buyer Initials BO Seller Initials Ben [Signature]  
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100 including, but not limited to, economic and other factors that Buyer deems relevant or material to Buyer's criteria and  
101 standards for the Property. This partial enumeration is in no way intended to limit the meaning of fitness and  
102 suitability of the Property for Buyer's purposes. If Buyer is not satisfied with the results of these inspections, then  
103 Buyer, in Buyer's sole discretion, reserves the right to cancel this Agreement during the Inspection Period by  
104 providing Seller or Seller's agent with written notice of such cancellation during this period.  
105

106 **HOLD HARMLESS:** Buyer shall indemnify and hold Seller harmless against and in respect of any damages resulting  
107 from any of Buyer's inspections to the property, as provided for above, including damage to Seller's property and/or  
108 injury to any person inspecting Seller's property on behalf of Buyer, and all costs resulting therefrom, including court  
109 costs and attorney fees.  
110

111 **CANCELLATION OF AGREEMENT:** If Buyer determines that the Property is not suitable for its purposes, it may at  
112 any time prior to the end of the last day of the Inspection Period cancel the Agreement by giving Seller written notice  
113 of cancellation, whereupon the Deposit shall be returned to Buyer and this Agreement shall terminate and Buyer shall  
114 have no further obligation under this Agreement. If Buyer does not cancel this Agreement prior to the end of the  
115 Inspection Period, this Agreement shall not terminate but shall remain in full force and effect and the Property shall be  
116 deemed to be suitable for Buyer's intended use.  
117

118 **REPRESENTATIONS OF SELLER:** Seller represents and warrants to Buyer that:

119 (a) Seller owns and shall convey to Buyer good and marketable fee simple title to the Property, free and clear of  
120 all liens and encumbrances (except any encumbrance that is to be discharged by Seller at or prior to closing) subject  
121 to restrictions and servitudes of record.

122 (b) Seller has no knowledge of any information that would impede or hinder the use or development of the  
123 property.

124 (c) Seller has provided to Buyer any and all pertinent information about the Property that is available to Seller  
125 including but not limited to engineering surveys, engineering reports or opinions, layouts, development plans, soil  
126 testing or environmental studies that Seller has or has knowledge of. Seller will provide any and all information  
127 concerning any landfill activity, or any other facts pertinent to the Property.

128 (d) Seller has no knowledge of legal actions, suits, condemnation proceedings or other legal or administrative proceedings  
129 pending or threatened against the Property.

130 (e) Seller has no knowledge that the Seller nor the Property is in violation of any statutes, ordinances, rules, regulations,  
131 orders or requirements (including, but without limitation, environmental statutes, ordinances, rules, regulations,  
132 orders or requirements) of federal, state, parish and municipal governments and political subdivisions thereof,  
133 pertaining to the Property.

134 (f) Seller has not stored any hazardous materials or toxic wastes on, in or under the Property or permitted the  
135 Property to be used for storage of any of the same; nor does Seller have knowledge of any prior storage of  
136 hazardous materials or toxic wastes on, in or under the Property and/or the assertion of any environmental or other  
137 lien of the Property by any governmental agency, authority or instrumentality to secure the cost and expense of  
138 removing or neutralizing any hazardous materials or toxic materials stored on, in or under the Property.  
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146 **WARRANTY –** Check any of the following that apply:

147  **SALE WITH WARRANTIES:** Seller and Buyer acknowledge that this sale shall be with full Seller warranties  
148 as to any claims or causes of action including but not limited to redhibition pursuant to Louisiana Civil Code Article  
149 2520, *et seq.* and Article 2541, *et seq.*  
150

151  **SALE "AS IS" WITHOUT WARRANTIES:** The Property is sold "AS-IS, WHERE IS" without any warranties  
152 whatsoever as to fitness or condition, whether expressed or implied, and Buyer expressly waives the warranty of  
153 fitness and the guarantee against hidden or latent vices (defects in the property sold which render it useless or render  
154 its use so inconvenient or imperfect that Buyer would not have purchased it had he known of the vice or defect)  
155 provided by law in Louisiana, more specifically, that warranty imposed by Louisiana Civil Code art. 2520 *et seq.* with  
156 respect to Seller's warranty against latent or hidden defects of the Property sold, or any other applicable law, not  
157 even for a return of the purchase price. Buyer forfeits the right to avoid the sale or reduce the purchase price on  
158 account of some hidden or latent vice or defect in the Property sold. Seller expressly subrogates Buyer to all rights,  
159 claims and causes of action Seller may have arising from or relating to any hidden or latent defects in the Property.  
160 Buyer agrees that this waiver shall be made part of the Act of Sale.  
161

162 **Buyer's Initials:** \_\_\_\_\_ **Seller Initials:** Ben J. [Signature]

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**SURVIVAL OF WARRANTIES:** The Representations of Seller herein shall survive the Closing and not be novated thereby.

**TITLE:** Title shall, as of the date of Closing, be valid and merchantable and not reflect any condition, restriction or servitude which, in the opinion of Buyer or Buyer's lender would impair Buyer's use of or the value of the Property ("Title Conditions"). If title is not valid or merchantable, or such Title Conditions exist, Buyer may extend the time for Closing by thirty (30) days. In the event title is not valid or merchantable and cannot be made valid or merchantable or such Title Conditions exist, which cannot be removed at a reasonable expense, prior to the Closing date set forth herein, as it may be extended hereunder, this Agreement shall be null and void at the option of the Buyer and the Deposit shall be returned to the Buyer.

**EXTENSIONS:** In the event that any time period set forth in this Agreement is extended for any reason, the time period(s) set for all other matters herein shall likewise be extended by an equivalent amount of time. By way of example, and not of limitation, if the Inspection Period is extended by thirty (30) days, the date of Closing shall be extended by thirty (30) days.

**INDEMNIFICATION:**

(a) Seller shall indemnify and hold Buyer harmless against and in respect of any damages or deficiency resulting from any misrepresentation, breach of warranty or nonfulfillment of any agreement on the part of Seller under this Agreement and all costs resulting therefrom, including court costs and attorney fees.

(b) Buyer shall indemnify and hold Seller harmless against and in respect of any damages or deficiency resulting from any misrepresentation, breach of warranty or nonfulfillment of any agreement on the part of Buyer under this Agreement and all costs resulting therefrom, including court costs and attorney fees.

(c) The provisions of this Section shall survive the Closing and not be novated thereby.

**LIMITATION OF LIABILITY:** Seller(s), Broker(s) and Designated Agent(s) make no warranty or other assurances whatsoever concerning property measurements, square footage, property lines or boundaries. Buyer acknowledges that the Property is purchased as seen waiving any and all errors and inconsistencies or omissions in such measurements, determinations, or square footage by Broker(s) and Designated Agent(s) or on behalf of Seller(s). Seller(s) and Broker(s) and Designated Agent(s) make no representations as to suitability or to a particular use of the property, and Buyer further acknowledges that Buyer has or will independently investigate all other conditions and characteristics of the property, which are important to Buyer. Buyer is not relying on the Broker or the Designated Agent(s) to choose a representative to inspect or re-inspect the Property; Buyer understands any representative desired by Buyer may perform this function.

**ROLE OF BROKERS and DESIGNATED AGENTS:** Brokers and Designated Agents have acted only as real estate brokers to bring the parties together and will in no case be liable to either party for performance or non-performance of any part of this agreement or for any warranty of any nature unless specifically set forth in writing, and the Brokers and Designated Agents specifically make no warranty whatsoever as to whether or not the property is situated in or out of the Government's hundred year flood plan or is or would be classified as wetlands by the U.S. Army Corp. of Engineers, as to the presence of wood destroying insects or damage therefrom, or as to the size or physical condition of the Property.

**DEFAULT by BUYER and REMEDIES:** In the event of default by Buyer, Seller shall have the right to demand and sue for a) specific performance; or b) at Seller's option, an amount equal to five (5) percent of the Purchase Price stipulated herein as stipulated damages. The Buyer shall also be liable for brokerage fees and all attorneys' fees and other costs incurred in the enforcement of any and all rights under this agreement. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

**DEFAULT by SELLER and REMEDIES:** In the event of default by Seller, Buyer shall have the right to demand and sue for a) specific performance; or b) at Buyer's option, an amount equal to five (5) percent of the Purchase Price stipulated herein as stipulated damages. In either case, Buyer is entitled to return of the deposit. The Seller shall also be liable for brokerage fees and all attorneys' fees and other costs incurred in the enforcement of any and all rights under this agreement. TIME IS OF THE ESSENCE IN THIS AGREEMENT.

**REQUIRED NOTICE OF REGISTRY OF LOCATION OF CERTAIN SEX OFFENDERS:**

Notification pursuant to LSA-R.S. 37:1469 is hereby given. The names of those persons who are required to register pursuant to LSA-R.S. 15:540 *et seq.*, are available by accessing the statewide database at: <http://www.lasocpr.lsp.org/socpr/>. This information may also be retrieved by phone at 1-800-858-0551 or 225-925-6100. Brokers, agents and affiliates are not responsible for providing information regarding the proximity of registered sex offenders beyond providing the information above.

Buyer Initials  Seller Initials   
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225 **CHOICE OF LAW:** This agreement shall be governed by and shall be interpreted in accordance with the laws of the  
226 State of Louisiana.

227 **OTHER TERMS AND CONDITIONS:**

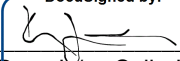
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234 **ACCEPTANCE:** Acceptance must be in writing. Notice of this acceptance may be communicated by facsimile  
235 transmission. The original of this document shall be delivered to the listing broker's firm.

236 **X Licensee is a dual agent and the required disclosure has been made.**

237 **This offer remains binding and irrevocable until:**  
238 Date November 10, 2023 Time: 6:00 PM

239 **I/WE HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THE FOREGOING OFFER:**

240 DocuSigned by: 11/11/2023  
241 **X**  **X** \_\_\_\_\_  
242  Buyer's/  Seller's Signature Date/Time  Buyer's/  Seller's Signature Date/Time  
243 Kenneth Lawson \_\_\_\_\_  
244 Print Buyer's/Seller's Full Name (First, Middle, Last) Print Buyer's/Seller's Full Name (First, Middle, Last)

245 \_\_\_\_\_  
246 Street Address Street Address

247 \_\_\_\_\_  
248 City, State, Zip City, State, Zip

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250 Last 4-digits of SSN Telephone Number.Cell Last 4-digits of SSN Telephone Number.Cell

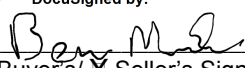
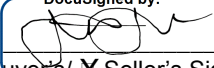
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252 Telephone Number.Home Telephone Number.Work Telephone Number.Home Telephone

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254 E-Mail Address E-Mail Address

255 Allison Liuzzo 11/8/2023  
256 This offer was presented to the Seller/Buyer by Day/ Date/ Time AM/PM

257 **MIDNIGHT/NOON**

258 This offer is: **X Accepted**  **Rejected** (without counter)  **Countered** (See Attached Counter) by:

259 DocuSigned by: 11/12/2023 DocuSigned by: 11/12/2023  
260 **X**  **X**   
261  Buyer's/  Seller's Signature Date/Time  Buyer's/  Seller's Signature Date/Time  
262 Ben Morales Justin Jones

263 Print Buyer's/Seller's Full Name (First, Middle, Last) Print Buyer's/Seller's Full Name (First, Middle, Last)

264 \_\_\_\_\_  
265 Street Address Street Address

266 \_\_\_\_\_  
267 City, State, Zip City, State, Zip

268 \_\_\_\_\_  
269 Last 4-digits of SSN Telephone Number.Cell Last 4-digits of SSN Telephone

270 \_\_\_\_\_  
271 Telephone Number.Home Telephone Number.Work Telephone Number.Home Telephone

272 \_\_\_\_\_  
273 E-Mail Address E-Mail Address

274 Allison Liuzzo 11/8/2023  
275 This offer was presented to the Seller/Buyer by Day/ Date/ Time AM/PM MIDNIGHT/NOON

276 Buyer Initials AL Seller Initials BJ \_\_\_\_\_  
277 \_\_\_\_\_