

THE FOLLOWING RESOLUTION WAS INTRODUCED BY COUNCIL MEMBER MCGUIRE AND SECONDED FOR ADOPTION BY COUNCIL MEMBER _____

RESOLUTION NO. 23- 46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANDEVILLE AUTHORIZING THE MAYOR OF THE CITY OF MANDEVILLE TO NEGOTIATE A PURCHASE AGREEMENT FOR THE ACQUISITION OF 1.3 ACRES LOT 7A-1 RESUB OF LOT 7A SQ 34 MANDEVILLE AND LOT 7A-2 RESUB OF LOT 7A SQ 34 MANDEVILLE, LOUISIANA AND PROVIDING FOR OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City Council of the City of Mandeville is desirous of LOT 7A-1 RESUB OF LOT 7A SQ 34 MANDEVILLE AND LOT 7A-2 RESUB OF LOT 7A SQ 34 Mandeville, Louisiana, for the purpose of taking it out of commerce, creating recreational and green space, and using it for drainage, absorption, and other purposes deemed appropriate by the City; and

WHEREAS, the subject property is approximately 1.3 acres bounded by Monroe Street to the north and Carroll Street to the east; and,

WHEREAS, the owner of said property Chris Trepagnier is desirous to sell said property; and,

WHEREAS, an appraisal of the property is necessary for the City to purchase the subject property and shall be ordered in advance of the Act of Sale.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mandeville that the Mayor, be and is hereby authorized and empowered to negotiate a purchase agreement with the owner for the City's acquisition of 1.3 acres, LOT 7A-1 RESUB OF LOT 7A SQ 34 MANDEVILLE AND LOT 7A-2 RESUB OF LOT 7A SQ 34 Mandeville, Louisiana, and to take all steps deemed prudent in the negotiation of said purchase agreement. The purchase agreement shall be subject to the City Council adopting the appropriate ordinances authorizing the acquisition of the property and appropriate sufficient funds to complete the purchase. The purchase agreement shall be in such form and may contain such other terms and conditions as the Mayor, at his discretion, deems necessary or advisable to effect the acquisition of the property.

BE IT FURTHER RESOLVED that the Clerk of this Council be and she is hereby authorized and empowered to take any and all actions which she, in the exercise of her discretion, deems necessary to promulgate the provisions of this Resolution.

With the above Resolution having been properly introduced and duly seconded, the vote was as follows:

AYES:0

NAYS:0
ABSENT:0
ABSTENTION:0

And the resolution was declared this ___th day of November 2023.

Kristine Scherer
Clerk of Council

Jason Zuckerman
Council Chairman

Property address, street, city, state, zip

ADDENDUM

The following terms are added to the Louisiana Agreement to Purchase dated 10/26/2023 (the "Agreement") between Buyer and Seller attached hereto. If any of the handwritten terms on this Addendum vary or conflict with the preprinted portions of the Agreement, the handwritten portions of this Addendum shall control.

REFERENCE LINE NUMBERS FOR EACH POINT FROM AGREEMENT

Purchase is contingent on approval of the Mandeville City Council.

Except for Felicity Kahn, RE/MAX Alliance (Buyer's Broker), each party hereby represents and warrants to the other that such party has incurred no liability to any real estate broker or agent with respect to the payment of any commission regarding the consummation of the transaction contemplated hereby. At the Closing, the Seller shall pay a commission of THREE PERCENT (3%) of gross sales price to Buyer's Broker. It is agreed that if any claims for commissions or fees, including brokerage fees, finder's fees, or commissions, are ever made against Seller or Buyer in connection with this transaction, all such claims shall be handled and paid by the party whose actions or alleged commitments form the basis of such claim and such party shall indemnify, defend and hold harmless the other from and against any and all such claims or demands with respect to any brokerage fees, finder's fees, or agents' commissions or other compensation asserted by any person, firm, or entity in connection with this Agreement or the transactions contemplated hereby.

[Signature box for Seller]

Sign Seller's Full Name (First, Middle, Last)

[Signature box for Seller]

Sign Seller's Full Name (First, Middle, Last)

Print Seller's Full Name

Print Seller's Full Name

Day Date Time AM/PM

Day Date Time AM/PM

[Signature box for Buyer]

Sign Buyer's Full Name (First, Middle, Last)

[Signature box for Buyer]

Sign Buyer's Full Name (First, Middle, Last)

Clay Madden

Print Buyer's Full Name

Print Buyer's Full Name

Day Date Time AM/PM

Day Date Time AM/PM

PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

DATE

LOUISIANA RESIDENTIAL AGREEMENT TO BUY OR SELL

_____ Listing Firm		<input type="checkbox"/>		RE/MAX ALLIANCE _____ Selling Firm
_____ Seller's Designated Agent Name ("Seller's agent") & License Number	Dual Agent			FELICITY KAHN _____ 0995686787 Buyer's Designated Agent Name ("Buyer's agent") & License Number
_____ Brokerage Name & License Number				RE/MAX ALLIANCE _____ 0995688505 Brokerage Name & License Number
_____ Agent Phone Number	_____ Brokerage Phone Number			504-723-4320 _____ 985-674-5612 Agent Phone Number Brokerage Phone Number
_____ Email Address				FELICITY@FELICITYKAHN.COM Email Address
Name of Agent Receiving Agreement from Designated Agent Day _____ Date _____ Time _____ <input type="checkbox"/> AM <input type="checkbox"/> PM				
Agreement transmitted by <input checked="" type="checkbox"/> electronic _____ <input type="checkbox"/> hand delivery <input type="checkbox"/> other _____				
Signature of Designated Agent Receiving Agreement Day _____ Date _____ Time _____ AM/PM				
Comments _____				

Electronic Notice Authorization

The BUYER further authorizes his or her agent to electronically deliver notices and other communications to the email address he or she provided to his or her agent. Furthermore, the BUYER authorizes the Seller's agent to electronically deliver notices and communications to the Buyer's agent at the email address shown above.

The SELLER further authorizes his or her agent to electronically deliver notices and other communications to the email address he or she provide to his or her agent. Furthermore, the SELLER authorizes the Buyer's agent to electronically deliver notices and communications to the Seller's agent at the email address shown above.

The authorization contained in this Section is not an authorization for the Buyer's agent to communicate directly with the SELLER or a Seller's agent to communicate directly with the BUYER.

The BUYER and SELLER agree the use of electronic documents and digital signatures is acceptable and will be treated as originals of the signatures and documents transmitted in this real estate transaction. Specifically, the BUYER and SELLER consent to the use of electronic documents, the electronic transmission of documents, and the use of electronic signatures pertaining to this Agreement, and any supplement addendum or modification relating thereto, including but not limited to any notices, requests, claims, demands and other communications as set forth in the Agreement.

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SELLER'S Initials SELLER'S Initials
 SELLER'S Initials SELLER'S Initials



PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

DATE

1 **PROPERTY DESCRIPTION:** I/ We offer and agree to Buy/Sell the property at:
 2 (Municipal Address) 407 & 411 Carroll Street
 3 City Mandeville; Zip 70448; Parish St Tammany; Louisiana,
 4 (Legal Description) LOT 7A-1 RESUB OF LOT 7A SQ 34 MANDEVILLE AND LOT 7A-2 RESUB OF LOT 7A SQ 34 MANDEVILLE
 5 _____ on lands and grounds measuring approximately (# 1.3 Acres)
 6 or as per record title; including all buildings, structures, component parts, and all installed, built-in, permanently attached improvements,
 7 together with all fences, security systems, all installed speakers or installed sound systems, all landscaping, all outside TV antennas, all satellite
 8 dishes, all installed and/or built-in appliances, all ceiling fans, all air conditioning or heating systems including window units, all bathroom
 9 mirrors, all window coverings included but not limited to blinds, drapes, curtains, window shades, window coverings, all associated window
 10 covering hardware, all shutters, all flooring, all carpeting, all cabinet tops, all cabinet knobs or handles, all doors, all door knobs or handles, all
 11 doorbells, all windows, all roofing, all electrical systems, all installed security systems, installed generators, attached television mounts, gas
 12 logs, and all installed lighting fixtures, chandeliers and associated hardware, other constructions permanently attached to the ground. If owned
 13 by the SELLER prior to date of this Agreement, standing timber, unharvested crops and ungathered fruits of trees on the property shall be
 14 conveyed to the BUYER. The following movable items here remain with the property, but are not to be considered as part of the Sale Price are
 15 transferred without any warranty and have no value: _____
 16 _____
 17 _____
 18 _____
 19 _____
 20 _____
 21 _____
 22 _____
 23 _____
 24 _____

25 All items listed herein are included in the property sold no matter how they are attached or installed, provided that any or all of these items are
 26 in place at the time of signing of this Agreement to Buy or Sell (the "Agreement"), unless otherwise stated herein. (All of the above contained in
 27 lines 2 through 24 are collectively referred to herein as the "Property.") The following items are excluded from the Property sold:
 28 _____
 29 _____
 30 _____
 31 _____
 32 _____

33 **MINERAL RIGHTS:** If the SELLER transfers any mineral rights, they are to be transferred without warranty.
 34 ZERO (0%) of the mineral rights owned by the SELLER are to be reserved and
 35 retained by the SELLER. The SELLER shall waive any right to use the surface for any such reserved and retained mineral activity or use.

BUYER	SELLER
BUYER	SELLER
BUYER	SELLER
BUYER	SELLER

42 **PRICE:** The Property will be sold and purchased subject to title and zoning restrictions, servitudes of record, and law or ordinances affecting
 43 the Property for the sum of SEVEN HUNDRED TEN THOUSAND DOLLARS (\$ 710,000.00) (the "Sale Price").

45 **ACT OF SALE:** The Act of Sale is to be executed before a settlement agent or Notary Public to be chosen by the BUYER, on
 46 JANUARY 15, 2024, or before if mutually agreed upon. Any change of the date for execution of the Act of
 47 Sale must be mutually agreed upon in writing and signed by the SELLER and the BUYER. At closing, the BUYER must provide "good funds" as
 48 required by Louisiana statute LA R.S. 22:532 et seq.

BUYER'S Initials BUYER'S Initials Page 2 of 10 SELLER'S Initials SELLER'S Initials
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PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

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49 **OCCUPANCY:** Occupancy/possession and transfer of keys/access is to be granted at Act of Sale unless otherwise mutually agreed upon in
50 writing.

51
52 **CONTINGENCY FOR SALE OF BUYER'S OTHER PROPERTY:**

53
54 This sale is contingent on the sale of other property by the BUYER and the contingency language found either in lines 343-352 or the
55 attached addendum shall apply.

56
57 This sale is not contingent upon the sale of other property by the BUYER nor is the loan needed by the BUYER to obtain the Sale Price
58 contingent on the BUYER'S sale of any property.

59
60 **FINANCING:**

61
62 **ALL CASH SALE:** The BUYER warrants the BUYER has cash readily available to close the sale of this Property.

63
64 **FINANCED SALE:** This sale is conditioned upon the ability of BUYER to borrow with this Property as security for the loan the sum of
65 N/A (\$ N/A) or N/A (N/A %) of the Sale Price by a mortgage
66 loan or loans at an initial interest rate not to exceed N/A (N/A %) per annum, interest and principal, amortized over
67 a period of not less than N/A (# N/A) years, payable in monthly installments or on any other terms as may be acceptable to the BUYER
68 provided that these terms do not increase the cost, fees or expenses to the SELLER. The loan shall be secured by (Check all that apply):

- 69
70 Fixed Rate Mortgage FHA Insured Mortgage
71 Adjustable Rate Mortgage Owner Financing
72 Rural Development Bond Financing
73 VA Guaranteed Mortgage Conventional Mortgage
74 Other _____

75
76 The BUYER agrees to pay discount points not to exceed _____ (_____) % of the loan amount.
77 Other financing conditions _____

78
79
80
81
82 The BUYER acknowledges and warrants that the BUYER has available the funds which may be required to complete the sale of the Property
83 including, but not limited to, the deposit, the down payment, closing costs, pre-paid items, and other expenses. If this sale is a Financed Sale,
84 BUYER acknowledges that any terms and conditions imposed by BUYER'S lender(s) or by the Consumer Financial Protection Bureau shall not
85 affect or extend the BUYER'S obligation to execute the Act of Sale or otherwise affect any terms or conditions of this Agreement except as
86 otherwise set forth herein. The BUYER shall supply the SELLER written documentation from a lender that a loan application has been made and
87 the BUYER has given written authorization to lender to proceed with the loan approval process within N/A (#) calendar days
88 after the date of acceptance of this offer by both parties. If the BUYER fails to make loan application, and to supply SELLER with written
89 documentation of that application and BUYER'S written authorization for lender to proceed with loan process within this period, the SELLER
90 may, at the SELLER'S option, elect, in writing, to terminate the Agreement and declare the Agreement null and void, by giving the BUYER
91 written notice of the SELLER'S termination. In the event the BUYER is not able to secure financing, the SELLER reserves the right to provide all
92 or part of mortgage loan(s) under the terms set forth above.

93
94 **PRORATIONS/OTHER COSTS:** Real estate taxes, flood insurance premium if assumed, rents, condominium dues, assessments, and/or other
95 dues owed to homeowners' associations and the like for the current year are to be prorated through the date of the Act of Sale. Act of Sale
96 costs, abstracting costs, title search, title insurance and other costs required to obtain financing, shall be paid by the BUYER, unless otherwise
97 stated herein. All necessary tax, mortgage, conveyance, release certificates or cancellations and the SELLER closing fees, if any, shall be paid
98 by the SELLER. The SELLER shall pay all previous years' taxes, assessments, condominium dues, and/or dues owed to homeowners'
99 associations and the like. All special assessments bearing against the Property prior to Act of Sale, other than those to be assumed by written
100 agreement, as of the date of the Act of Sale, are to be paid by the SELLER.

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PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

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101 APPRAISAL: [] This sale is NOT conditioned on appraisal. [X] This sale IS conditioned on the appraisal of the Property being not less than
102 the Sale Price. The SELLER agrees to provide the utilities and access for appraisals. If the appraised value of the Property is equal to or greater
103 than the Sale Price, the BUYER shall pay the Sale Price agreed upon prior to the appraisal. If the appraised value is less than the Sale Price, the
104 BUYER shall provide the SELLER with a copy of the appraisal within THREE (#3) calendar days of receipt of same, along with
105 the BUYER'S written request for the SELLER to reduce the Sale Price. Within THREE (#3) calendar days after the SELLER'S
106 receipt of such written documentation of the appraised value, the BUYER shall have the option to pay the Sale Price agreed upon prior to the
107 appraisal or to void this Agreement unless the SELLER agrees in writing to reduce the Sale Price to the appraised value or all parties agree to a
108 new Sale Price.

109
110 DEPOSIT: Upon acceptance of this offer, or any attached counter offer, the SELLER and the BUYER shall be bound by all terms and conditions
111 of this Agreement, and the BUYER or the BUYER'S agent shall deliver within 72 hours, upon notice of acceptance of the offer, the BUYER'S
112 deposit (the "Deposit") in the amount of (\$) or (%) of the Sale Price to
113 be paid in the form of:

114 [] Cash (\$) [] Certified Funds (\$)
115 [] Check (\$) [] Electronic Transfer (\$)
116 [X] No Deposit

117 The Deposit shall be held by [] Listing Broker [] Selling Broker [] Other
118

119 DEPOSIT HELD BY THIRD PARTY: Louisiana Administrative Code Article Title 46, Part LXVII Section 2717 requires that funds received in a
120 real estate sales transaction shall be deposited in the appropriate sales escrow checking account, rental trust checking account or security
121 deposit trust checking account of the listing or managing broker ("Broker") unless all parties having an interest in the funds have agreed
122 otherwise in writing. I agree to have the Deposit related to this transaction to be held by a third party and not in a sales escrow account
123 maintained by the Broker. I understand that the Louisiana Real Estate Commission may not have jurisdiction over those third parties holding
124 the funds. I have read the attached addendum and acknowledge the Broker is not legally required to disburse a security deposit in accordance
125 with LAC 46:LXVII.2901 when a third party holds the Deposit.

126
127 BUYER SELLER
128 BUYER SELLER
129 BUYER SELLER
130 BUYER SELLER
131

132 Failure to deliver the Deposit shall be considered a default of this Agreement. If the Deposit is held by a Broker, it must be held in accordance
133 with the rules of the Louisiana Real Estate Commission in a federally insured banking or savings and loan institution without responsibility on
134 the part of the Broker in the case of failure or suspension of such institution. In the event the parties fail to execute an Act of Sale by date
135 specified herein, and/or a dispute arises as to ownership of, or entitlement to, the Deposit or funds held in escrow, the Broker shall abide by
136 the Rules and Regulations set forth by the Louisiana Real Estate Commission.

137
138 RETURN OF DEPOSIT: The Deposit shall be returned to the BUYER and this Agreement declared null and void without demand in consequence
139 of the following events:

- 140
141 1) If this Agreement is declared null and void by the BUYER pursuant to the Due Diligence and Inspection Period as set forth in lines 195
142 through 250 of this Agreement;
143
144 2) If this Agreement is subject to the BUYER'S ability to obtain a loan and the loan cannot be obtained, except as stated in lines 88 through 92
145 of this Agreement, but only if the BUYER has made good faith efforts to obtain the loan;
146
147 3) If the SELLER declares the Agreement null and void for failure of BUYER to comply with written document requirements as set forth in lines
148 88 through 92;
149
150 4) If the BUYER conditions the Sale Price on an appraisal and the appraisal is less than the Sale Price and the SELLER will not reduce the Sale
151 Price as set forth in lines 101 through 108 of this Agreement;
152

BUYER'S Initials [] BUYER'S Initials [] Page 4 of 10 SELLER'S Initials [] SELLER'S Initials []
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PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

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153 5) If the BUYER timely terminates the Agreement after having received the leases or assessments, as set forth in lines 165 through 169 of this
154 Agreement;

155
156 6) If the SELLER is unable to timely deliver to the BUYER an approved sewerage and/or water inspection report as set forth in lines 251
157 through 261;

158
159 7) If the SELLER chooses not to repair or replace the sewer system(s) servicing the Property as per the SEPTIC/WATER WELL ADDENDUM,
160 and the BUYER terminates the agreement as a result thereof;

161
162 8) If the SELLER chooses not to repair or replace the private water well system(s) as per the SEPTIC/WATER WELL ADDENDUM, and the
163 BUYER terminates the agreement as a result thereof.

164
165 **LEASES/SPECIAL ASSESSMENTS:** The sale is conditioned upon the BUYER'S receipt of a copy of all written leases, excluding mineral leases,
166 and unpaid special assessments from the SELLER **within five calendar days** of acceptance of the Agreement. Special assessments shall mean
167 an assessment levied on Property to pay the cost of local improvements imposed by local governmental/governing authority. The BUYER will
168 have **five calendar days** after receipt of the aforementioned documents to notify the SELLER whether they are acceptable to the BUYER. Security
169 deposits, keys/access and leases are to be transferred to the BUYER at Act of Sale.

170
171 **NEW HOME CONSTRUCTION:** If the property to be sold is completed new construction, under construction, or to be constructed, check one:

172
173 A new home construction addendum, with additional terms and conditions, is attached.

174
175 There is no new home construction addendum.

176
177 **PROPERTY CONDITION:**
178 THE BUYER ACKNOWLEDGES THAT THE SALE PRICE OF THE PROPERTY WAS NEGOTIATED BASED UPON THE PROPERTY'S APPARENT
179 CURRENT CONDITION; ACCORDINGLY, THE SELLER IS NOT OBLIGATED TO MAKE REPAIRS TO THE PROPERTY, INCLUDING REPAIRS
180 REQUIRED BY THE LENDER UNLESS OTHERWISE STATED HEREIN. THE SELLER IS RESPONSIBLE FOR MAINTAINING THE PROPERTY IN
181 SUBSTANTIALLY THE SAME OR BETTER CONDITION AS IT WAS WHEN THE AGREEMENT WAS FULLY EXECUTED.

182
183 **DUE DILIGENCE AND INSPECTION PERIOD:**
184 If acceptance of this Agreement occurs, the BUYER shall have a Due Diligence and Inspection Period (hereinafter "DDI Period") commencing
185 on the first day after acceptance of this Agreement and expiring EIGHTY (#80) calendar
186 days after commencement OR upon the date and time the BUYER'S Request to the SELLER is received as set forth in line 216 *whichever is*
187 *earlier*. The SELLER agrees to provide the utilities for any due diligence and inspections and immediate access to the Property. The due
188 diligence and inspection period will be extended by the same number of days that the BUYER is not granted immediate access to the Property
189 or all utilities are not provided by the SELLER.

190
191 **Effect of BUYER'S Failure to Timely Provide Written Termination or BUYER'S Request:** Failure of the BUYER to timely provide written notice of
192 termination or a written BUYER'S Request as described in lines 202 through 250 below prior to the expiration of the DDI Period shall be
193 deemed as acceptance by the BUYER of the Property's current condition.

194
195 **DDI Period Activities:** During the inspection and due diligence period the BUYER may, at the BUYER'S expense, have any inspections made by
196 experts or others of BUYER'S choosing. Such physical inspections may include, but are not limited to, inspections for termites and other wood
197 destroying insects, and/or damage from same, molds, and fungi hazards, and analysis of synthetic stucco, drywall, appliances, structures,
198 foundations, roof, heating, cooling, electrical, plumbing systems, utility and sewer, including but not limited to septic tanks and pump grinder
199 systems availability and condition, out-buildings, and square footage. Other due diligence by the BUYER may include, but is not limited to
200 investigation into the Property's school district, insurability, flood zone classifications, current zoning and/or subdivision restrictive covenants
201 and any items addressed in the SELLER'S Property Disclosure Document. All testing shall be nondestructive testing.

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PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

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202 BUYER'S OPTIONS PRIOR TO THE EXPIRATION OF THE DDI PERIOD: If the BUYER is not satisfied with the condition of the Property or the
203 results of the BUYER'S due diligence or investigations, the BUYER may choose one of the following options prior to the expiration of the DDI
204 Period:

206 OPTION 1:

207
208 A. The BUYER may elect, in writing, to terminate the Agreement and declare the Agreement null and void.

210 Effect of the BUYER'S Termination the Agreement pursuant to Option 1: If the BUYER elects to terminate this Agreement in writing, the
211 Agreement shall be automatically ipso facto null and void with no further action required by either party except for return of Deposit to the
212 BUYER.

214 OPTION 2:

216 A. The BUYER may present a single, complete written list to the Seller of the deficiencies and desired remedies ("BUYER'S Request").

218 B. If the BUYER selects Option 2, the following process shall apply:

220 1. (a) SELLER'S Response to BUYER'S Request: If provided a BUYER'S REQUEST, the SELLER shall respond in writing as to the
221 SELLER'S willingness to or refusal to remedy any deficiencies identified in the BUYER's Request. Seller's written response shall be
222 provided to the BUYER within 72 hours of receipt of the BUYER's Request ("SELLER'S Response").

224 (b) Effect of SELLER'S Failure to Timely Respond to the BUYER'S Request: If the SELLER fails to timely respond to the
225 BUYER'S Request in writing within the required time frame, then the BUYER shall have 72 hours from when the SELLER'S Response
226 was due to notify the SELLER in writing that the BUYER will:

- 227 (i) accept the Property in its current condition; or
228 (ii) elect to terminate this Agreement.

231 (c) Effect of the BUYER'S Failure to Timely Respond to SELLER'S Failure to Timely Respond: If the BUYER fails to provide
232 this notice (lines 224 through 229) in writing within the required time frame, the Agreement shall be automatically, with no further
233 action required by either party, ipso facto null and void except for return of Deposit to the BUYER.

235 2. (a) BUYER'S Response to SELLER'S Response: Should the SELLER in the SELLER'S Response refuse to remedy any or all
236 the deficiencies listed by the BUYER, then the BUYER shall have 72 hours from receipt of the SELLER'S Response or 72 hours from
237 the date that the SELLER'S Response was due, whichever is earlier, to take one of the following actions ("BUYER'S Response"). The
238 BUYER'S Response shall be provided to the SELLER in writing.

- 240 (i) accept the SELLER'S Response to the BUYER'S Request, or
241 (ii) accept the Property in its current condition, or
242 (iii) to elect to terminate this Agreement in writing which shall automatically make the Agreement ipso facto null and void with no
243 further action required by either party except for the return of Deposit to the BUYER.

245 (b) Effect of BUYER'S Failure to Timely Respond to SELLER'S Response: If the BUYER fails to respond to the SELLER'S
246 Response within the time specified, then the Agreement shall be automatically, with no further action required by either party, ipso
247 facto null and void except for return of Deposit to the BUYER.

249 Upon receipt of the written BUYER'S Response to the SELLER'S Response, the SELLER shall not be required to remedy any additional
250 deficiencies requested by the BUYER unless the parties enter into an additional agreement in writing.

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PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

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251 **PRIVATE WATER/SEWERAGE:**

252
253 There is/are _____ (#_____) private water system(s) servicing only the primary residence, and the attached private
254 Septic/Water Addendum inspections shall include only the system(s) supplying service to the primary residence.

255
256 There is/are _____ (#_____) private septic/treatment system(s) servicing only the primary residence and the attached private
257 Septic/Water Addendum inspections shall include only those systems supplying service to the primary residence.

258
259 There is NO private septic/treatment system(s) servicing only the primary residence.

260
261 There is NO private water system(s) servicing only the primary residence.

262
263 **HOME SERVICE/WARRANTY:**

264 A home service/warranty plan will / will not be purchased at the closing of sale at a cost not to exceed
265 _____ (\$_____) to be paid by the BUYER / the SELLER.

266 Home Service Warranty will be ordered by _____.

267 The home service warranty plan does not warrant pre-existing defects and options, and does not supersede or replace any other inspection
268 clause or responsibilities. If neither the BUYER nor the SELLER accepts the home service warranty plan, they declare that they have been made
269 aware of the existence of such a plan, and further declare that they hold the Broker and Agents harmless from any responsibility or liability due
270 to their rejection of such a plan.

271
272 **WARRANTY OR AS IS CLAUSE WITH WAIVER OF RIGHT OF REDHIBITION: (CHECK ONE ONLY)**

273
274 A. SALE WITH WARRANTIES: The SELLER and the BUYER acknowledge that this sale shall be with full SELLER warranties as to any claims
275 or causes of action including but not limited to redhibition pursuant to Louisiana Civil Code Article 2520, et seq.

276
277 B. SALE "AS IS" WITHOUT WARRANTIES: The SELLER and the BUYER hereby acknowledge and recognize that the Property being sold
278 and purchased is to be transferred in "as is" condition and further the BUYER does hereby waive, relieve and release the SELLER from any
279 claims or causes of action for redhibition pursuant to Louisiana Civil Code Article 2520, et seq. and Article 2541, et seq. or for reduction of
280 Sale Price pursuant to Louisiana Civil Code Article 2541, et seq. Additionally, the BUYER acknowledges that this sale is made without warranty
281 of fitness for ordinary or particular use pursuant to Louisiana Civil Code Article 2524. The SELLER and the BUYER agree that this clause shall
282 be made a part of the Act of Sale.

283
284 C. NEW HOME WARRANTIES. Notwithstanding lines 274 through 282 and irrespective of whether A or B above is checked, if the Property
285 is a new construction, the parties agree that neither A or B will apply but instead the provisions of the New Home Warranty Act (LA R.S. 9:3141
286 et seq.) shall apply. The warranty of condition of this Property is governed by the New Home Warranty Act if a home on the Property is a
287 "home" as defined in the New Home Warranty Act.

288
289 **MERCHANTABLE TITLE/CURATIVE WORK:** The SELLER shall deliver to the BUYER a merchantable title at the SELLER'S costs (see lines 94
290 through 100). In the event curative work in connection with the title to the Property is required or is a requirement for obtaining the loan(s)
291 upon which this Agreement is conditioned, the parties agree to and do extend the date for passing the Act of Sale to a date not more than
292 THIRTY _____ (#_30_) calendar days from the date of the Act of Sale stated herein. The SELLER'S title shall be merchantable and
293 free of all liens and encumbrances except those that can be satisfied at Act of Sale. All costs and fees required to make title merchantable shall
294 be paid by the SELLER. The SELLER shall make good faith efforts to deliver merchantable title. The SELLER'S inability to deliver merchantable
295 title within the time stipulated herein shall render this Agreement null and void, reserving unto the BUYER the right to demand the return of the
296 Deposit and to recover from the SELLER actual costs incurred in processing of sale as well as legal fees incurred by the BUYER.

297
298 **FINAL WALK THROUGH:** The BUYER shall have the right to re-inspect the Property **within five calendar days** prior to the Act of Sale, or
299 occupancy, whichever will occur first in order to determine if the Property is in the same or better condition as it was at the initial inspection(s)
300 and to insure all agreed upon repairs have been completed. The SELLER agrees to provide utilities for the final walk through and immediate
301 access to the Property.

BUYER'S Initials
BUYER'S Initials

BUYER'S Initials
BUYER'S Initials

SELLER'S Initials
SELLER'S Initials

SELLER'S Initials
SELLER'S Initials



PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

DATE

302 **DEFAULT OF AGREEMENT BY THE SELLER:** In the event of any default of this Agreement by the SELLER, the BUYER shall at the BUYER'S
303 option have the right to declare this Agreement null and void with no further demand, or to demand and/or sue for any of the following:

- 304
- 305 1) Termination of this Agreement
- 306 2) Specific performance
- 307 3) Termination of this Agreement and an amount equal to 10% of the Sale Price as stipulated damages.
- 308

309 Further, the BUYER shall be entitled to the return of the Deposit. The prevailing party to any litigation brought to enforce any provision of this
310 Agreement shall be awarded their attorney fees and costs. The SELLER may also be liable for Broker fees.

311
312 **DEFAULT OF AGREEMENT BY BUYER:** In the event of any default of this Agreement by the BUYER, the SELLER shall have at the SELLER'S
313 option the right to declare this Agreement null and void with no further demand, or to demand and sue for any of the following:

- 314
- 315 1) Termination of this Agreement
- 316 2) Specific performance
- 317 3) Termination of this Agreement and an amount equal to 10% of the Sale Price as stipulated damages.
- 318

319 Further, the SELLER shall be entitled to retain the Deposit. The prevailing party to any litigation brought to enforce any provision of this
320 Agreement shall be awarded their attorney fees and costs. The BUYER may also be liable for Broker fees.

321
322 **MOLD RELATED HAZARDS NOTICE:** An informational pamphlet regarding common mold related hazards that can affect real property is
323 available at the EPA website <http://www.epa.gov/iaq/molds/index.html>. By initialing this page of the Agreement, the BUYER acknowledges that
324 the real estate agent has provided the BUYER with the EPA website enabling the BUYER to obtain information regarding common mold related
325 hazards.

326
327 **OFFENDER NOTIFICATION:** The Louisiana State Police maintains the State Sex Offender and Child Predator Registry through the Louisiana
328 Bureau of Criminal Identification and Information. It is a public access database of the locations of individuals who are required to register
329 pursuant to LA R.S. 15:540, et seq. The website for the database is <http://www.lsp.org/socpr/default.html>. Sheriff and police departments
330 serving jurisdictions of 450,000 also maintain such information. Inquiries can be made by phone at 1-800-858-0551. Send written inquiries to
331 Post Office Box 66614, Box A-6, Baton Rouge, Louisiana 70896.

332
333 **FLOOD HAZARD INFORMATION:** An informational website regarding flood hazards that can affect real property is available at the FEMA
334 website <https://msc.fema.gov/portal>.

335
336 **CHOICE OF LAW:** This Agreement shall be governed by and shall be interpreted in accordance with the laws of the State of Louisiana.

337
338 **DEADLINES:** TIME IS OF THE ESSENCE and all deadlines are final, except where modifications, changes, or extensions are made in writing
339 and signed by all parties to this Agreement. All "calendar days" as used in this Agreement or as are put forth in this Agreement shall end at
340 11:59 p.m. in Louisiana.

341
342 **ADDITIONAL TERMS AND CONDITIONS:**

343 _____

344 _____

345 _____

346 _____

347 _____

348 _____

349 _____

350 _____

351 _____

352 _____

BUYER'S Initials BUYER'S Initials
BUYER'S Initials BUYER'S Initials

SELLER'S Initials SELLER'S Initials
SELLER'S Initials SELLER'S Initials



PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

DATE

353 **ROLES OF BROKERS AND DESIGNATED AGENTS:** Broker(s) and Designated Agent(s) have acted only as real estate brokers to bring the
354 parties together and make no warranty to either party for performance or non-performance of any part of this Agreement or for any warranty of
355 any nature unless specifically set forth in writing.

356 Broker(s) and Designated Agent(s) make no warranty or other assurances whatsoever concerning Property measurements, square footage,
357 room dimensions, lot size, Property lines or boundaries. Broker(s) and Designated Agent(s) make no representations as to suitability or to a
358 particular use of the Property, and the BUYER has or will independently investigate all conditions and characteristics of the Property which are
359 important to the BUYER. The BUYER is not relying on the Broker or the Designated Agent(s) to choose a representative to inspect or re-inspect
360 the Property; the BUYER understands any representative desired by the BUYER may perform this function. In the event Broker/Agent(s)
361 provides names or sources for such advice or assistance, Broker/Agent(s) does not warrant the services of such experts or their products and
362 cannot warrant the condition of Property or interest to be acquired or guarantee that all defects are disclosed by the SELLER(S).
363 Broker/Agent(s) do not investigate the status of permits, zoning, code compliance, restrictive covenants, or insurability. The Broker(s) and
364 Designated Agent(s) specifically make no warranty whatsoever as to whether or not the Property is situated in or out of the Government's
365 hundred-year flood plan or is or would be classified as wetlands by the U.S. Army Corps of Engineers, or as to the presence of wood
366 destroying insects or damage there from. The BUYER(S) are to satisfy themselves concerning these issues. Designated Agent shall be an
367 independent contractor for Broker if the conditions as set forth in LA R.S. 37:1446(h) are met.

368 **LIST ADDENDA TO BE ATTACHED AND MADE A PART OF THIS AGREEMENT:**

- | | |
|--|--|
| 371 <input type="checkbox"/> Contingency for Sale of the BUYER'S Other Property Addendum | <input type="checkbox"/> Private Water/Sewerage Addendum |
| 372 <input type="checkbox"/> Condominium Addendum | <input type="checkbox"/> Deposit Addendum |
| 373 <input type="checkbox"/> FHA Amendatory Clause | <input checked="" type="checkbox"/> SURVEY |
| 374 <input type="checkbox"/> New Construction Addendum | <input checked="" type="checkbox"/> ADDENDUM |

375
376 If any of the pre-printed portions of this Agreement vary or are in conflict with any additional or modified terms on blanks provided in this form
377 or Addendum attached to this Agreement, the additional, modified or Addendum provisions control.

378
379 **SINGULAR – PLURAL USE:** Wherever the word BUYER or the word SELLER occurs in this Agreement or is referred to, the same shall be
380 construed as singular or plural, masculine or feminine or neuter, as the case may be.

381
382 **ACCEPTANCE:** Acceptance of this Agreement must be in writing. This agreement may be executed by use of electronic signatures, in
383 accordance with the Louisiana Uniform Electronic Transaction Act. The original of this Agreement shall be delivered to the listing Broker's firm.
384 This Agreement and any supplement addendum or modification relating hereto, including any photocopy, facsimile or electronic transmission
385 thereof, may be executed in two or more counterparts, all of which shall constitute one and the same Agreement

386
387 **NOTICES AND OTHER COMMUNICATIONS:** All notices, requests, claims, demands, and other communications related to or required by this
388 Agreement shall be in writing. Notices permitted or required to be given (excluding service of process) shall be deemed sufficient if delivered
389 by (a) mail, (b) hand delivery; (c) overnight delivery; (d) facsimile, (e) email, or (f) other e-signature transmissions addressed to the respective
390 addresses of the parties as written on the first page of this Agreement or at such other addresses as the respective parties may designate by
391 written notice.

392
393 **CONTRACT:** This is a legally binding contract when signed by both the SELLER and the BUYER. READ IT CAREFULLY. If you do not
394 understand the effect of any part of this Agreement seek legal advice before signing this contract or attempting to enforce any obligation or
395 remedy provided herein.

396
397 **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the parties, and any other agreements not incorporated herein
398 in writing are void and of no force and effect.

BUYER'S Initials BUYER'S Initials
BUYER'S Initials BUYER'S Initials

SELLER'S Initials SELLER'S Initials
SELLER'S Initials SELLER'S Initials



PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

DATE

399 **EXPIRATION OF OFFER:**

400 This offer is binding and irrevocable until FRIDAY 10/27, 2023 at 2:00 PM AM PM NOON.

401 The Acceptance of this offer must be communicated to the offering party by the deadline stated on line 400 to be binding and effective.

X

X

Buyer's/ Seller's Signature

Buyer's/ Seller's Signature

X

X

Buyer's/ Seller's Signature

Buyer's/ Seller's Signature

Date/Time AM PM NOON

Date/Time AM PM NOON

CLAY MADDEN FOR CITY OF MANDEVILLE

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

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

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

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

This offer was presented to the Seller Buyer by _____

Day/ Date/ Time AM PM NOON

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

X

X

Buyer's/ Seller's Signature

Buyer's/ Seller's Signature

X

X

Buyer's/ Seller's Signature

Buyer's/ Seller's Signature

Date/Time AM PM NOON

Date/Time AM PM NOON

Chris Trepagnier

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

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

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

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

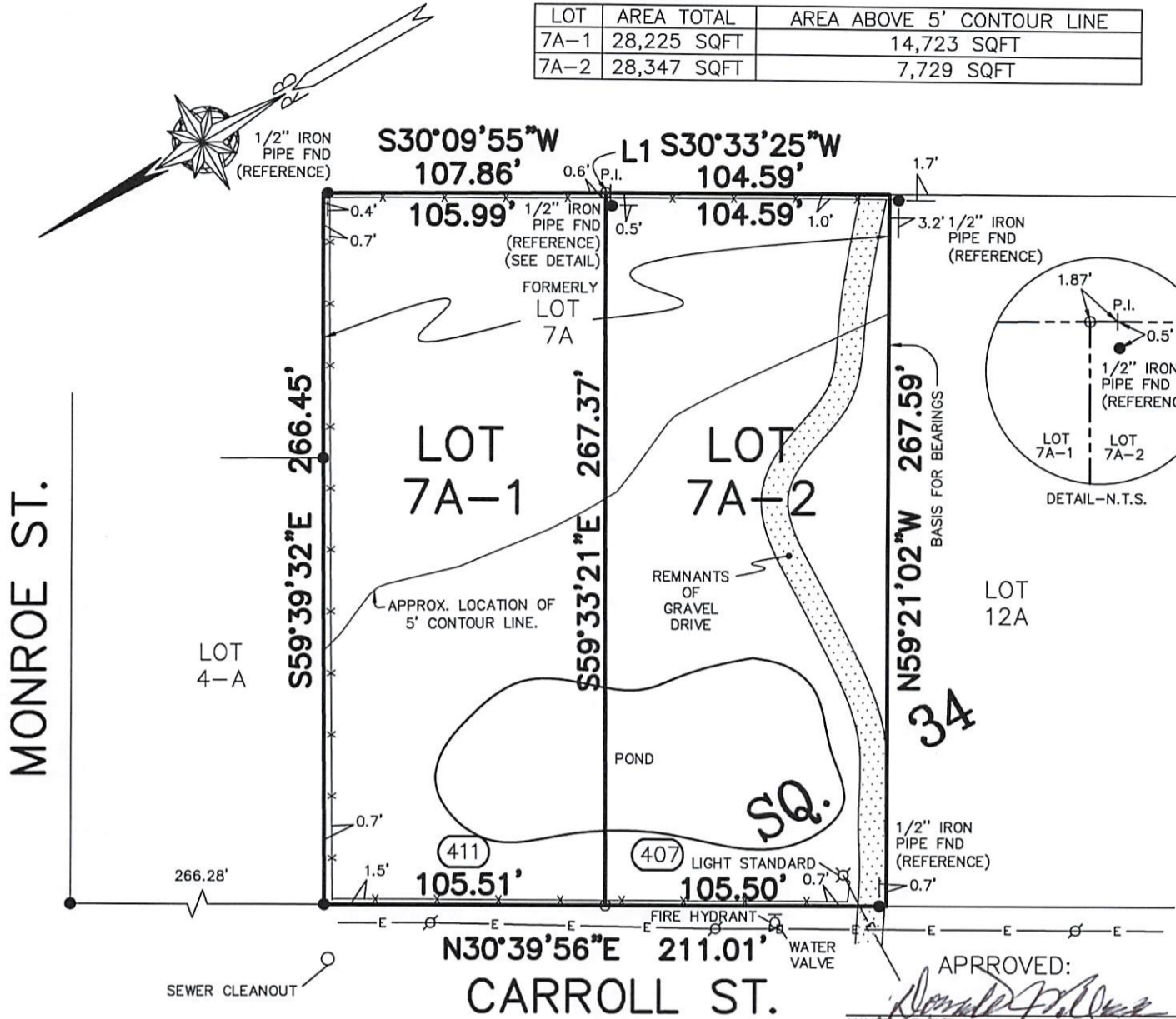
This offer was presented to the Seller Buyer by _____

Day/ Date/ Time AM PM NOON



AREA TABLE

LOT	AREA TOTAL	AREA ABOVE 5' CONTOUR LINE
7A-1	28,225 SQFT	14,723 SQFT
7A-2	28,347 SQFT	7,729 SQFT



LINE	BEARING	DISTANCE
L1	N30°09'55"E	1.87'

REFERENCE:
 Resub. By John E. Bonneau
 Map File No.: 1830
 Date Filed: 6-8-2000
 PLAT DID NOT CLOSE BY 0.6'

Note: I have consulted the Federal Insurance Administration Flood Hazard Boundary Maps and found the property described IS located in a special flood hazard area, it is located in Flood Zone AE.

FIRM Panel# 2202020427D Rev. 5-16-12

NOTE:
 OWNER OR BUILDER RESPONSIBLE FOR OBTAINING SETBACKS BEFORE CONSTRUCTION BEGINS.

- DENOTES 1/2" IRON PIPE TO BE SET
- DENOTES 1/2" IRON PIPE FND UNLESS OTHERWISE NOTED
- (411) MUNICIPAL ADDRESS

APPROVED:
[Signature]
 MAYOR OF THE CITY OF MANDEVILLE
[Signature]
 CHAIRMAN OF PLANNING COMMISSION
[Signature] 10/12/18
 CITY ENGINEER OR PUBLIC WORKS DIRECTOR
[Signature] 10/11/18
 PLANNING DIRECTOR
[Signature]
 CLERK OF COURTS
 Shana Hess, Deputy Clerk
 10-15-2018 5789F
 DATE FILED FILE NO.

Resubdivision of
 LOT 7A * TOWN OF MANDEVILLE * SQUARE 34
 CITY OF MANDEVILLE
 ST. TAMMANY PARISH, LOUISIANA
 INTO
 LOT 7A-1 & LOT 7A-2

NO ATTEMPT HAS BEEN MADE BY RANDALL W. BROWN & ASSOC., INC. TO VERIFY TITLE, ACTUAL LEGAL OWNERSHIP, SERVITUDES, EASEMENTS, RIGHTS OF WAY, DEED RESTRICTIONS, WETLANDS OR ENVIRONMENTAL ISSUES OR OTHER ENCUMBRANCES ON THIS PROPERTY OTHER THAN THOSE FURNISHED BY THE CLIENT.

SURVEYED IN ACCORDANCE WITH THE LOUISIANA "APPLICABLE STANDARDS FOR PROPERTY BOUNDARY SURVEYS" FOR A CLASS C SURVEY.

	Randall W. Brown & Associates, Inc. Professional Land Surveyors Geodetic • Forensic • Consultants	Date: AUGUST 16, 2018 Survey No. 18505 Project No. (CR5) B18387.TXT
	228 W. Causeway Approach, Mandeville, LA 70448 (985) 624-5368 FAX (985) 624-5309 E-MAIL: info@brownsurveys.com	Scale: 1" = 60'± Drawn By: J.E.D. Revised:

ADM 18-09-07

PROPERTY DESCRIPTIONS

LOT 7A-1

COMMENCING FROM THE SOUTHERN RIGHT OF WAY LINE OF MONROE STREET AND THE EASTERN RIGHT OF WAY LINE OF CARROLL STREET GO ALONG SAID RIGHT OF WAY OF CARROLL STREET SOUTH 30 DEGREES 39 MINUTES 56 SECONDS WEST A DISTANCE OF 266.28 FEET TO THE POINT OF BEGINNING.
 FROM THE POINT OF BEGINNING GO SOUTH 59 DEGREES 39 MINUTES 32 SECONDS EAST A DISTANCE OF 266.45 FEET; THENCE SOUTH 30 DEGREES 09 MINUTES 55 SECONDS WEST A DISTANCE OF 105.99 FEET; THENCE NORTH 59 DEGREES 33 MINUTES 21 SECONDS WEST A DISTANCE OF 267.37 FEET; THENCE NORTH 30 DEGREES 39 MINUTES 56 SECONDS EAST A DISTANCE OF 105.51 FEET BACK TO THE POINT OF BEGINNING.
 HAVING AN AREA OF 28225.65 SQUARE FEET, 0.648 ACRES

LOT 7A-2

COMMENCING FROM THE SOUTHERN RIGHT OF WAY LINE OF MONROE STREET AND THE EASTERN RIGHT OF WAY LINE OF CARROLL STREET GO ALONG SAID RIGHT OF WAY OF CARROLL STREET SOUTH 30 DEGREES 39 MINUTES 56 SECONDS WEST A DISTANCE OF 371.79 FEET TO THE POINT OF BEGINNING.
 FROM THE POINT OF BEGINNING GO SOUTH 59 DEGREES 33 MINUTES 21 SECONDS EAST A DISTANCE OF 267.37 FEET; THENCE SOUTH 30 DEGREES 09 MINUTES 55 SECONDS WEST A DISTANCE OF 1.87 FEET; THENCE SOUTH 30 DEGREES 33 MINUTES 25 SECONDS WEST A DISTANCE OF 104.59 FEET; THENCE NORTH 59 DEGREES 21 MINUTES 02 SECONDS WEST A DISTANCE OF 267.59 FEET; THENCE NORTH 30 DEGREES 39 MINUTES 56 SECONDS EAST A DISTANCE OF 105.50 FEET BACK TO THE POINT OF BEGINNING.
 HAVING AN AREA OF 28347.81 SQUARE FEET, 0.651 ACRES

pg 2 of 2

Resubdivision of
 LOT 7A * TOWN OF MANDEVILLE * SQUARE 34
 CITY OF MANDEVILLE
 ST. TAMMANY PARISH, LOUISIANA
 INTO
 LOT 7A-1 & LOT 7A-2

NO ATTEMPT HAS BEEN MADE BY RANDALL W. BROWN & ASSOC., INC. TO VERIFY TITLE, ACTUAL LEGAL OWNERSHIP, SERVITUDES, EASEMENTS, RIGHTS OF WAY, DEED RESTRICTIONS, WETLANDS OR ENVIRONMENTAL ISSUES OR OTHER ENCUMBRANCES ON THIS PROPERTY OTHER THAN THOSE FURNISHED BY THE CLIENT.

SURVEYED IN ACCORDANCE WITH THE LOUISIANA "APPLICABLE STANDARDS FOR PROPERTY BOUNDARY SURVEYS" FOR A CLASS C SURVEY.

STATE OF LOUISIANA
 RANDALL W. BROWN
 REG. NO. 04586
 REGISTERED PROFESSIONAL SURVEYOR
 Randall W. Brown, P.L.S.
 Professional Land Surveyor
 LA Registration No. 04586

Randall W. Brown & Associates, Inc.
 Professional Land Surveyors
 Geodetic • Forensic • Consultants
 228 W. Causeway Approach, Mandeville, LA 70448
 (985) 624-5368 FAX (985) 624-5309
 E-MAIL: info@brownsurveys.com

Date: AUGUST 16, 2018
 Survey No. 18505
 Project No. (CR5) B18387.TXT
 Scale: 1" = 60' ±
 Drawn By: J.E.D.
 Revised: