

**AGREEMENT TO PURCHASE AND SELL PROPERTY**

**UNITED STATES OF AMERICA  
STATE OF LOUISIANA  
PARISH OF ST. CHARLES**

**BE IT KNOWN**, that on the dates executed below in the presence of the below signed Notary Publics, duly commissioned and qualified within and for the State of Louisiana, and in the presence of the undersigned competent witnesses, came:

**PARISH OF ST. CHARLES**, acting herein by and through its duly authorized representative, Matthew Jewell, Parish President,

hereinafter sometimes referred to as **"Vendor"** and

**Donna Zanca wife of and Glenn L. Ebeyer, Jr.**, persons of the full age of majority, and whose present mailing address is 108 Ducayet Dr., Destrehan, Louisiana 70047, whose social security numbers are xxx-xx-2840 and xxx-xx-2280;

hereinafter sometimes referred to as **"Purchasers,"**

who declared that in consideration of the mutual obligations undertaken herein, and the mutual benefits to be received by the parties hereto, Vendor agrees to sell and Purchasers agree to purchase, on the terms and conditions and for the consideration hereinafter set forth, any and all of Vendor's interest (a 100% interest) in the property more commonly known as **a portion of Lot 26, Ormond Plantation Estates in Square 6 measuring approximately 31.17' x 175'**.

The terms, conditions and consideration of said Act of Sale shall be as follows, to-wit:

1. The purchase price of Vendor's interest in said property shall be the sum of **Twenty-Six Thousand and no/100 (\$26,000.00) Dollars, Cash.**

2. Except as hereinafter set forth, the Act of Sale will be executed before Purchasers' Notary Public at Purchasers' expense **on or before December 1, 2021**, provided that in the event bona fide curative work is required to remedy any title defects, the date of passage of the Act of Sale shall be extended for a period of thirty (30) days, provided further that all other conditions hereinafter set forth have been met.

3. The Act of Sale, when executed, shall be upon the following terms and conditions, to-wit:

- a. The entire purchase price shall be paid by Purchasers to Vendor at the execution of the Act of Sale.
- b. Taxes for the calendar year in which the Act of Sale is completed, if any, shall be the responsibility of the Purchasers.
- c. All closing costs, including any additional survey costs, if necessary, shall be paid by Purchaser.
- d. The sale is conditioned upon approval of all terms and conditions, including the sale price, by the St. Charles Parish Council in accordance with the governing rules of the Parish of St. Charles.
- e. Vendor shall deliver occupancy and possession of the subject property to Purchasers at execution of the Act of Sale.
- f. Vendors shall convey the subject property with **warranty as to title only**, but with full substitution to all rights and actions of warranty Vendors has against prior owners and warrantors, and shall contain the following clause concerning warranty as to condition and fitness, to-wit:

Notwithstanding anything contained herein to the contrary, Purchaser acknowledges that the property hereby conveyed, including

the real estate and any and all buildings and/or improvements erected thereon, are conveyed by Vendors to Purchaser **“as is, where is and in its current condition”** and without warranty as to physical condition, and with the exclusion of and release by Purchaser of any and all legal implied warranties, and Purchaser expressly waives any and all claims against Vendors for vices or defects, including any environmental hazards in said property. This **“as is - where is”** condition applies to all improvements and inspections of the property being conveyed. Purchaser further acknowledges that Purchaser has fully inspected said property and is not relying on any representation as to its condition which has or may have been made by Vendors. Purchaser further waives and releases Vendors and Vendors’ agents, employees and insurers from any and all claims or causes of action which have arisen or might hereafter arise, whether presently known or unknown, in redhibition or for loss or damage resulting in whole or part from the condition of or defects or vices, including any environmental hazards, whether latent or patent in the property conveyed or any part thereof, whether such conditions, vices or defects give rise to such claims or cause of action should have been known to either Purchaser or Vendors. Any liability in connection with any environmental protection rule, regulation order, requirement or law, whether state, local or federal, is hereby assumed by Purchaser. Purchaser takes cognizance of all defects, apparent or not apparent, and does hereby acknowledge that the purchase price of said property reflects a diminution in price in order to compensate Purchaser for the condition of the property and any and all improvements thereon. Purchaser, in consideration of the purchase price of said property, waives all rights Purchaser may have to rescission of the sale or diminution of the price under and by virtue of the terms of the Civil Code of Louisiana Article 2520 et seq. and 2541 et seq, and other applicable laws.

- g. The property in question will be sold and purchased subject to all title and zoning restrictions of record, and all rights of way, servitudes and/or easements, apparent or of record or imposed by law, affecting said property, and all prior mineral reservations and/or mineral leases, valid and in extant, affecting said property.
- h. All outstanding and uncanceled mortgages, improvements liens and/or tax assessments of any kind recorded against the subject property as of the date of the closing of Act of Sale, if any, are to be paid and/or cancelled by Vendor at Vendor’s expense.

4. Provided that all of the conditions referred to above have been met, in the event Vendor fails to comply with this Agreement for any reason, within the time specified, Purchasers may demand specific performance at Purchasers’ option without any formality beyond tender of the purchase price within the time specified.

5. Provided that all of the conditions referred to above have been met, in the event Purchasers fail to comply with this Agreement within the time specified, Vendor may demand specific performance at Vendor’s option without any formality beyond tender of title to Purchasers within the time specified.

6. Either party hereto who fails to comply with the terms of this Purchase Agreement is obligated to pay reasonable attorney’s fees and all court costs and expenses incurred by the other party in enforcing their respective rights hereunder.

7. This Contract can be changed only by an agreement in writing signed by all parties.

8. Each party acknowledges receipt of a signed copy of this Agreement.

9. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, successors and/or assigns.

**THUS DONE AND SIGNED** by **Vendors** on the \_\_\_\_\_ day of \_\_\_\_\_ 2021, in the presence of the undersigned competent witnesses and the undersigned Notary Public.

**WITNESSES:**

**PURCHASER:**

**PARISH OF ST. CHARLES**

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
By: Matthew Jewell, Parish President

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Notary Public:

**THUS DONE AND SIGNED** by **Purchasers** on the 20<sup>th</sup> day of October 2021, in the presence of the undersigned competent witnesses and the undersigned Notary Public.

**WITNESSES:**

**PURCHASER:**

[Signature]  
Name: Van Lovell

[Signature]  
DONNA Z EBAYER

[Signature]  
Name: Christopher Folse

[Signature]  
GLENN L. EBAYER, JR.

[Signature]  
Notary Public:

**SCOTT J. FALGOUST**  
**ATTORNEY/NOTARY PUBLIC**  
**BAR# 33545/NOTARY ID #132764**  
**Parish of St. Charles**  
**State of Louisiana**  
**My Commission is for life.**