

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:

Percival Properties, LLC, a Louisiana limited liability company, operating and doing business in the State of Louisiana, whose present mailing address is P.O. Box 904, Hahnville, Louisiana 70057, and who is represented herein through its duly authorized Member and Manager, Andrew A. Lemmon;

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

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

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

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 Purchaser agrees 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 properties more commonly known as **15058 River Road and 15068 River Road, Hahnville, Louisiana 70057**

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 **Four Hundred Forty Thousand Dollars and no/100 (\$440,000.00) Dollars, Cash.**

2. Except as hereinafter set forth, the Act of Sale will be executed before Purchaser's Notary Public at Purchaser's expense **on or before December 31, 2022**, 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 Purchaser 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 Purchaser.
- 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 Purchaser at execution of the Act of Sale.
- f. Vendor shall convey the subject property with warranty as to title, and with full substitution to all rights and actions of warranty Vendor has against prior owners and warrantors.
- 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, leases, 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, Purchaser may demand specific performance at Purchaser's 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 Purchaser fails 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 Purchaser 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.

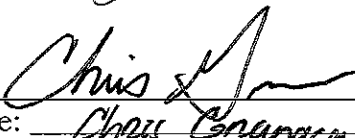
8. Each party acknowledges receipt of a signed copy of this Agreement.

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

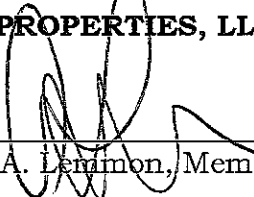
THUS DONE AND SIGNED by **Vendor** on the 23^d day of November 2022, in the presence of the undersigned competent witnesses and the undersigned Notary Public.


WITNESSES:


Name: DAVID JAMISON


Name: Chris Branger

VENDOR:

PERCIVAL PROPERTIES, LLC

By: Andrew A. Lemmon, Member


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.

THUS DONE AND SIGNED by Purchasers on the 29th day of November 2022, in the presence of the undersigned competent witnesses and the undersigned Notary Public.

WITNESSES:

PURCHASER:

PARISH OF ST. CHARLES

Quinn Crisp
Name: Jennifer Crisp

Matthew Jewell
By: Matthew Jewell, Parish President

Michael P. Palamone
Name: Michael P. PALAMONE

Corey M. Oubre
Notary Public:
Corey M. Oubre
58759
St. Charles Parish, LA