

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 came:

ANTHONY J. ZELLER, SR., a person of the full age of majority and domiciled in the Parish of St. Charles, State of Louisiana, who declared that he has been married once and then to Hope Marie Pitre Walton Zeller with whom he is presently living and residing together with and whose current mailing address is 616 Kinler Street, Luling, LA 70070,

hereinafter sometimes referred to as “**Seller**” and

PARISH OF ST. CHARLES, a political subdivision of the State of Louisiana, whose mailing address is P.O. Box 302, Hahnville, Louisiana, 70057, 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, Seller agrees to sell his separate property and Purchaser agrees to purchase, on the terms and conditions and for the consideration hereinafter set forth, any and all of Seller’s interest in the property identified as **Lot 16, Block C, Oak Ridge Park Subdivision**.

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

1. The purchase price of said property shall be the sum of **Forty-Two Thousand Five Hundred Dollars 00/100 (\$42,500.00)**.

2. Except as hereinafter set forth, the Act of Sale will be executed before Purchaser’s Notary Public, each party to bear its own costs, on or before **August 8, 2025** 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 ninety (90) 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 Seller 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 prorated.
- c. 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.
- d. Seller shall deliver occupancy and possession of the subject property to Purchaser at execution of the Act of Sale.
- e. Seller shall convey the subject property with clear title and **full warranty of title** and with full substitution to all rights and actions of warranty Sellers have against prior owners and warrantors.
- f. 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 Seller at Seller's expense.

4. Provided that all of the conditions referred to above have been met, in the event Seller 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, Seller may demand specific performance at Seller'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 Purchaser on the 29th day of May 2025.

PURCHASER:
PARISH OF ST. CHARLES


BY: MATTHEW JEWELL
PARISH PRESIDENT

THUS DONE AND SIGNED by Seller on the 28th day of May 2025.

SELLER:


BY: ANTHONY J. ZELLER, SR.