

Date: October 27, 2025

AGREEMENT TO PURCHASE AND SELL LAND

The undersigned Purchaser (Ouachita Group, LLC) agrees to buy and the undersigned Seller (City of West Monroe) agrees to sell the Subject Property upon the terms and conditions stated below.

SUBJECT PROPERTY. That certain parcel of property containing 3,826 sq. ft., more or less, currently a portion of the right-of-way of Natchitoches Street, which shall be subject to the reservation of a servitude which is ten feet (10') in width along Commerce Street for the possible future construction of a sidewalk

LEGAL DESCRIPTION OF SUBJECT PROPERTY. See attached Exhibit "A". A survey or drawing will also be attached which reflects the reserved servitude.

SALE PRICE. Thirty thousand and no/100 dollars (\$30,000.00), but this transaction shall be subject to Seller obtaining an appraisal equal to or less than sales price.

DUE DILIGENCE. The Purchaser waives all inspections related to the Subject Property and will not be entitled to a reduction of the purchase price due to property condition.

REQUIREMENTS OF SALE. As a part of the construction/renovation of the building at 200 Commerce Street, Purchaser will construct no less than nine (9) hard surface parking places in accordance with the usual construction standards of the City of West Monroe for hard surface parking areas (including construction inspections and striping). These parking spaces shall be freely available for use as public parking outside of normal business hours (established as 7:00am to 6:00pm Monday to Friday, excluding holidays), and the City of West Monroe will retain the right to enforce this provision. This provision will not be contained in the Deed but will be provided in a separate agreement, and shall be applicable to Purchaser, its successors and assigns.

CONDITION OF PROPERTY. Purchaser and Seller agree and stipulate that the property is being sold and purchased without warranty and subject to all rights-of-way, easements and servitudes, visible, apparent, or of record in an "AS-IS" condition and Purchaser waives any and all rights to Redhibition including a return of all or part of the purchase price. This waiver applies with respect to all defects, whether apparent or latent, visible or not and regardless of whether Purchaser is presently aware of such defects. Purchaser acknowledges Seller or Seller's representatives have made no warranties as to any matter, including merchantability, quantity or quality of the property, or fitness for intended or ordinary use. Purchaser hereby waives any and all rights Purchaser may have in connection therewith. Purchaser understands the meaning and significance of this provision.

PRORATION. Purchaser shall pay any and all ad valorem property taxes for 2025.

CHANGES DURING TRANSACTION. During the pendency of this transaction, Seller agrees that no new leases or agreements will be entered into, and no substantial alterations or repairs will be made or undertaken which affect the Subject Property without written consent of the Purchaser.

MINERAL RIGHTS. Seller shall reserve 100% of the mineral rights and/or royalty interest, if any, currently owned by Seller. The deed shall contain the following provision – *"CITY reserves and excludes from this conveyance any and all right, title and interest in and to any and all oil, gas and other minerals in, on or under the property, all of such interests being expressly reserved by CITY without any warranty whatsoever from or by BUYER; provided, however, that CITY expressly waives any and all surface rights in and to the Property resulting from this reservation; and CITY may not exercise any rights it may have in and to such oil, gas and other minerals in such a fashion that CITY's right to the use of the surface of the property is disturbed so as to have a substantial negative impact on the operation of any business located upon the property"*

CLOSING DATE AND COSTS. The sale shall take place before Purchaser's Closing Agent within 45 calendar days after the final passage of the Ordinance approving the sale of Subject Property.

In the event Purchaser's title examination shall disclose defects in the title, Seller shall have 15 (fifteen) days from receipt of notice of said title defects to make a good faith effort to cure such

defects. If said time period will expire after the closing date outlined hereinabove, said closing date shall be automatically be extended so as to allow Seller the complete said time period to cure said defects. The closing date shall also be automatically extended to fifteen (15) days after Seller cures said title defects. If such defects cannot be cured at reasonable cost within said time period, Purchaser may, at its election, take the title as it then is or terminate this Agreement. If Purchaser chooses to terminate this Agreement due to Seller's inability or unwillingness to cure said title defects, Purchaser shall be entitled to return of any deposit. Purchaser shall be given occupancy upon execution of the Act of Sale unless otherwise agreed to in writing between the parties.

BREACH OF AGREEMENT BY SELLER. In the event of any default of this Agreement by Seller following legal approval to enter into this Agreement and to sell the Subject Property, Purchaser shall at Purchaser's option have the right to declare this Agreement null and void and demand and/or sue for any of the following: (1) Specific performance or (2) Termination of this Agreement.

BREACH OF AGREEMENT BY PURCHASER. In the event of any default of the purchase of the Subject Property by Purchaser, Seller shall have at Seller's option the right to declare this Agreement null and void and demand and/or sue for reimbursement of direct costs incurred.

ATTORNEY'S FEES. Should either party institute legal proceedings to enforce the terms or conditions of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of the prevailing party's reasonable attorney's fees, court costs and other expenses reasonably and necessarily incurred.

OTHER TERMS AND CONDITIONS:

Purchaser shall be responsible for all closing costs associated with the closing and the recording costs related to the transaction; however, the Seller shall provide a deed to the Purchaser's closing agent.

Purchaser will commence construction within a reasonable time from the date of purchase.

MULTIPLE COUNTERPARTS. This Agreement may be executed in any number of counterparts by one or more parties hereto. A signed facsimile of this Agreement or counterpart with original signatures or facsimile signatures shall have the same binding legal effect as an original of this Agreement or original counterparts, which original signatures would have.

EFFECTIVE DATE. In the event this Agreement is not signed simultaneously, the effective date of this Agreement shall be the date of the last signature to this Agreement. Time is of the essence of this Agreement. Whenever the time for performance under this Agreement falls on a Saturday, Sunday or legal holiday, such time shall be deemed to be extended to the next business day.

LEGAL CAPACITY. Purchaser acknowledges that the Seller will not have the legal capacity nor the authority to commit to sell nor to sell the Subject Property until after full compliance with Louisiana law. The undersigned Purchaser has the legal capacity and authority to purchase the subject property.

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and any other agreements not incorporated herein in writing are void and of no force and effect.

NOTICES. All notices which may be required herein shall be in writing and delivered by (1) personal delivery with receipt acknowledged (2) United States Certified Mail, return receipt requested, postage prepaid (3) national overnight delivery service, with return receipt, delivery charge prepaid (4) emailed with delivery confirmation to the email addresses listed below:

Seller: City of West Monroe (attn: Mayor Staci Mitchell)
Phone: (318) 396-2600
Email: smitchell@westmonroe.la.gov
Address: 2305 North 7th Street, West Monroe, LA 71291

With necessary copy to: Douglas C. Caldwell, Attorney
Phone: (318) 388-100
Email: dccaldwell@gmail.com
Address: 221 McMillan Road, West Monroe, LA 71291

Purchaser: Ouachita Group, LLC
Phone: _____
Email: _____
Address: _____

With necessary copy to: Lydia H Baugh, Attorney
Phone: 318.323.2930
Email: lydia@hblawla.com
Address: 402 Fairfield, West Monroe, LA 71291

ASSIGNABILITY. Purchaser shall not have the right to assign this Agreement and all of Purchaser’s rights and remedies hereunder.

City of West Monroe (Seller) Signature:

Staci Albritton Mitchell, Mayor
Date: _____

Ouachita Group, LLC (Purchaser) Signature:

Printed Name: _____
Date: _____

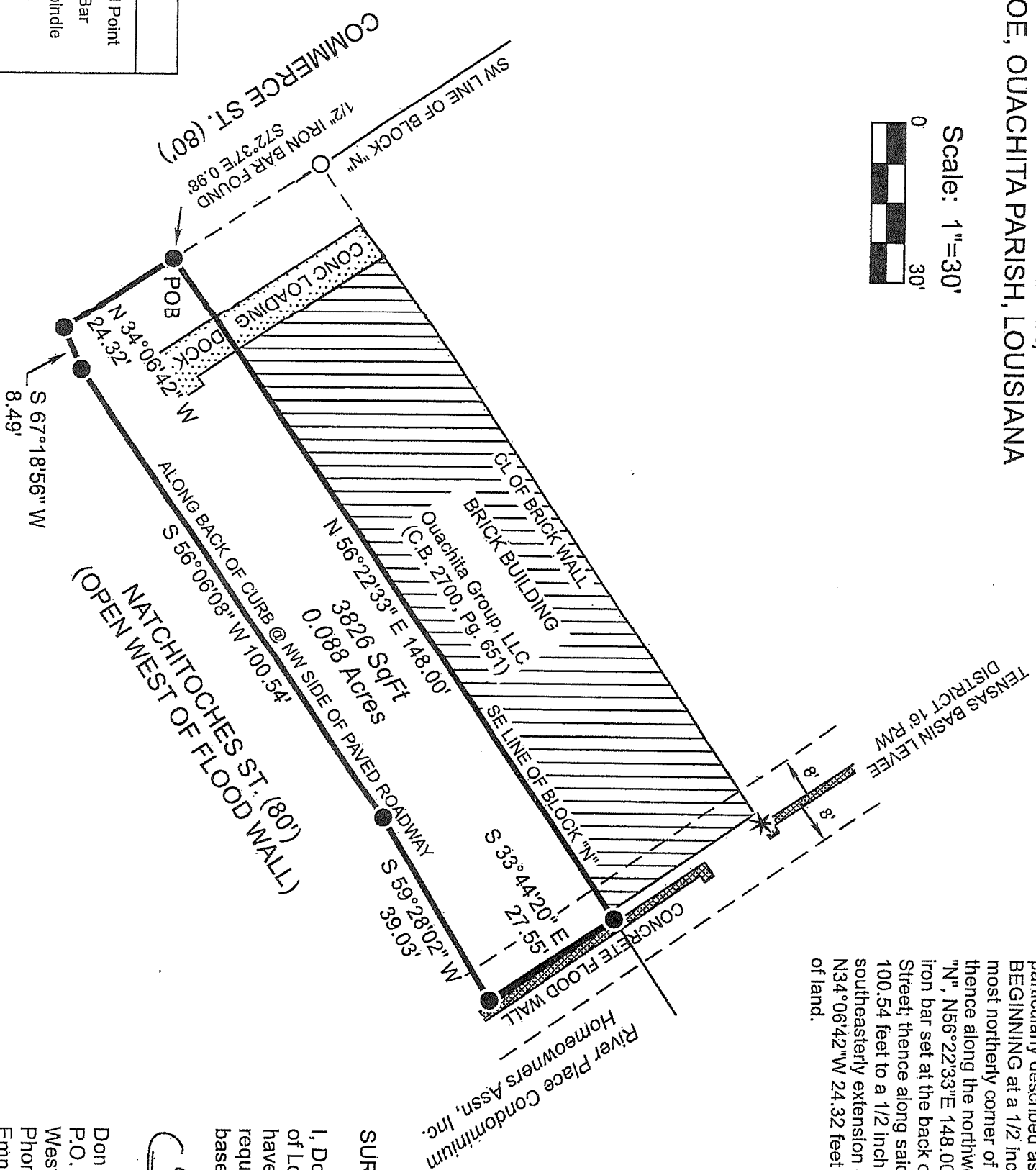
EXHIBIT "A"**CITY OF WEST MONROE TO OUACHITA GROUP, LLC**

A portion of Natchitoches Street in West Monroe, Ouachita Parish, Louisiana, lying northeast of Commerce Street, southeast of Block "N", southwest of the concrete flood wall and northwest of the back of the curb along the northwest side of the paved roadway, this portion being more particularly described as follows, to-wit:

BEGINNING at a 1/2 inch iron bar set marking the most southerly corner of said Block "N" and the most northerly corner of the intersection of Natchitoches and Commerce streets (both 80 feet wide); thence along the northwesterly line of Natchitoches Street and the southeasterly line of said Block "N", N56°22'33"E 148.00 feet to a 1/2 inch iron bar set; thence S33°44'20"E 27.55 feet to a 1/2 inch iron bar set at the back of the curb on the northwesterly edge of the paved roadway of Natchitoches Street; thence along said curb, S59°28'02"W 39.03 feet to a 1/2 inch iron bar set, S56°06'08"W 100.54 feet to a 1/2 inch iron bar set and S67°18'56"W 8.49 feet to a 1/2 inch iron bar set on the southeasterly extension of the southwesterly line of said Block "N"; thence along said line, N34°06'42"W 24.32 feet to the POINT OF BEGINNING; containing 3,826 square feet or 0.088 acres of land, and all as more fully shown on that Plat of Survey For Ouachita Group, LLC dated May 1, 2025 by Don W. Antley, PLS

May 1, 2025

Scale: 1"=30'



A portion of Natchitoches Street in West Monroe, Ouachita Parish, Louisiana, lying northeast of Commerce Street, southeast of Block "N", southwest of the concrete flood wall and northwest of the back of the curb along the northwest side of the paved roadway, this portion being more particularly described as follows, to-wit:

I, Don W. Antley, a registered professional land surveyor in the State of Louisiana, have surveyed and platted the property shown hereon and have monumented the corners as indicated, and this survey meets the requirements for a Class B Survey. Bearings are geodetic, and are based on GPS observations.

Don W. Antley, PLS No. 4400
P.O. Box 1192
West Monroe, LA 71294-1192
Phone 318 366 6365
Email don.antley.pls@gmail.com

Traverse PC