

Date: December 3rd, 2024

AGREEMENT TO PURCHASE AND SELL VACANT LAND

The undersigned agree to buy and sell the Subject Property upon the terms and conditions stated below.

SUBJECT PROPERTY: That certain parcel of property containing 36.252 +/- acres and Lot 14A of Resubdivision of Lot 14 of West Monroe Commercial Park Subdivision (containing 3.561 +/- acres).

LEGAL DESCRIPTION: See attached Exhibit "A" (Legal description of 36.252 +/- acre tract), Exhibit "B" (plat of 36.252 +/- acre tract) and Exhibit "C" (Plat of Lot 14-A of Subdivision of Lot 14 of West Monroe Commercial Park Subdivision), subject to any and all subdivision or development restrictions of record, zoning provisions and restrictions, and all rights-of-way and/or servitudes of record or of use.

SALE PRICE: \$266,011.14 (Two Hundred Sixty Six Thousand Eleven & 00/100 Dollars)

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.

SURVEY. The City of West Monroe has provided a current survey of the property and plats thereof.

CONDITION OF PROPERTY. Purchaser and Seller agree and stipulate that the property is being sold and purchased subject to all rights-of-way, easements and servitudes, visible or 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 the 2025 Parish Taxes.

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 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 60 calendar days after the Ordinance approving the purchase of subject property by the Mayor of the City of West Monroe. Purchaser agrees to work diligently

once the purchase agreement has been executed by both parties to procure the approval by Ordinance for the purchase of the Subject Property. Seller agrees to deliver a merchantable title free and clear of any and all liens and encumbrances.

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 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 to cure said title defects, Purchaser shall be entitled to return of the 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, 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, and reimbursement for any sums paid for the potential removal of flood mitigations paid by the Purchaser.

BREACH OF AGREEMENT BY PURCHASER. In the event of any default of this Agreement by Purchaser, Seller shall have at Seller's option the right to declare this Agreement null and void and demand and/or sue for any of the following: (1) Termination of this Agreement (2) Specific performance or (3) Termination of this Agreement and an amount equal to ten percent (10%) of the Sale Price as stipulated damages plus reimbursement for all fees associated with the preparation of the legal description and plat in anticipation of sale of the property to the Purchaser.

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:

- 1) 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.
- 2) During the due diligence period, the Seller shall cooperate with any endeavors undertaken by the Purchaser to remove any flood mitigation provisions from the subject property.
- 3) Purchaser will indemnify Seller for any action undertaken by Seller during the due diligence period, during the closing period, and after the transfer of the Subject Property for violations of any covenants, restrictions, or applicable laws which are violated by Purchaser.

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. The undersigned Seller is the legal owner of record of the subject property and/or has the legal capacity and authority to convey and transfer the subject property. 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) facsimile to fax numbers listed below, or (5) 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: Lydia Holland Baugh, Attorney
Phone: (318) 323-2930
Email: lydia@hblawla.com
Address: 402 Fairfield Street, West Monroe, LA 71291

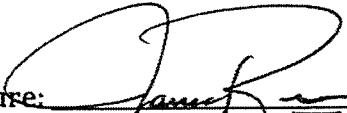
Purchaser: Warhawk Enterprises, LLC (attn: James Reneau)
Phone: (318) 855-3186
Email: james@blueheronhomes.com
Address: 300 Washington Street, Suite 212, Monroe, LA 71201

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

Seller Signature: 

Authorized Representative of Seller: Staci Albritton Mitchell, Mayor

Date: 12/3/24

Purchaser Signature: 

Authorized Representative of Purchaser: James Reneau, Member

Date: 12/3/24

Exhibit "A"

36.252 Acre± Tract
Section 32, T-18-N, R-3-E
Land District North of Red River
Ouachita Parish, Louisiana
L & A, Inc. Project No. 24S047.00

LEGAL DESCRIPTION

A certain tract or parcel of land situated in Section 32, Township 18 North, Range 3 East, Land District North of Red River, Ouachita Parish, Louisiana, and being more particularly described as follows:

Commence at a found 1-1/2" iron pipe at the southwest corner of the Southwest 1/4 of the Northeast 1/4 of Section 32, Township 18 North, Range 3 East, Land District North of Red River, Ouachita Parish, Louisiana, and the **POINT OF BEGINNING**; proceed North 00°08'59" East along the west line of the Southwest 1/4 of the Northeast 1/4 of Section 32, a distance of 190.09 feet to a found 1/2" rebar at the southwest corner of Lot 3 of West Monroe Commercial Park, as per plat recorded in Plat Book 19, Page 143 of the records of Ouachita Parish, Louisiana; thence proceed North 79°59'10" East along the south line of said Lot 3, a distance of 567.53 feet to a found 1/2" rebar; thence proceed North 35°19'44" East, a distance of 608.11 feet to a set 5/8" rebar on the south line of said Lot 3; thence proceed North 89°50'09" East along the south line of said Lot 3, a distance of 126.54 feet to a set 5/8" rebar; thence proceed South 54°04'56" East, a distance of 503.91 feet to a set 5/8" rebar; thence proceed South 88°48'14" East, a distance of 220.68 feet to a set 5/8" rebar; thence proceed South 82°30'19" East, a distance of 211.32 feet to a set 5/8" rebar on the west right-of-way line of Pavilion Road (60' R.O.W.); thence proceed South 31°20'19" East along the west right-of-way line of Pavilion Road, a distance of 229.95 feet to a found 1/2" rebar at the northeast corner of Lot 15 of the aforementioned West Monroe Commercial Park; thence proceed South 59°44'26" West along the north line of said Lot 15, a distance of 200.35 feet to a set 5/8" rebar at the northwest corner of said Lot 15; thence proceed South 25°21'34" East along the west line of said Lot 15, a distance of 473.27 feet to a found 1/2" rebar at the southwest corner of said Lot 15 and the north right-of-way line of Exchange Street (60' R.O.W.); thence proceed South 69°56'06" West along the north right-of-way line of Exchange Street, a distance of 102.92 feet to a set 5/8" rebar; thence proceed South 71°23'55" West along the north right-of-way line of Exchange Street, a distance of 151.11 feet to a found 1/2" rebar; thence proceed South 66°13'26" West along the north right-of-way line of Exchange Street, a distance of 94.46 feet to a set 5/8" rebar on the north right-of-way line of Exchange Street as dedicated on the plat of the Resubdivision of Lot 14 of West Monroe Commercial Park, as per plat recorded in Instrument No. 1905678 of the records of Ouachita Parish, Louisiana; thence proceed in a southwesterly direction along the north right-of-way line of Exchange Street and a curve to the right, an arc distance of 144.31 feet (Radius=220.00 feet, Chord=South 85°00'55" West - 141.73 feet) to a set 5/8" rebar; thence proceed in a northwesterly direction along the north right-of-way line of Exchange Street and a curve to the left, an arc distance of 41.29 feet (Radius=280.00 feet, Chord=North 80°25'03" West - 41.25 feet) to a set 5/8" rebar at the southeast corner of Lot 14A of the aforementioned Resubdivision of Lot 14 of West Monroe Commercial Park; thence proceed North 09°44'05" West along the east line of said Lot 14A, a distance of 404.55 feet to a set 5/8" rebar at the northeast corner of said Lot 14A; thence proceed South 89°50'10" West along the north line of said Lot 14A, a distance of 115.00 feet to a set 5/8" rebar at the northwest corner of said Lot 14A; thence proceed South 00°11'21" West along the west line of said Lot 14A, a distance of 444.09 feet to a set 5/8" rebar at the southwest corner of said Lot 14A; thence proceed South 62°33'19" West, a distance of 503.74 feet to a set 5/8" rebar; thence proceed in a northwesterly direction along a curve to the right, an arc distance of 255.67 feet (Radius=170.00 feet, Chord=North 74°21'35" West - 232.25 feet) to a set 5/8" rebar; thence proceed North 31°16'29" West, a distance of 504.25 feet to a set 5/8" rebar; thence proceed North 00°09'28" East, a distance of 180.00 feet to a set 5/8" rebar on the south line of the Southwest 1/4 of the Northeast 1/4 of Section 32;

thence proceed South 89°50'10" West along the south line of the Southwest ¼ of the Northeast ¼ of Section 32, a distance of 400.00 feet to the **POINT OF BEGINNING**; containing 36.252 acres, more or less, and being subject to all easements, servitudes and rights-of-way of record and/or of use.

This description is based on the Boundary Survey and Plat prepared by Ronald J. Riffin, II, Professional Land Surveyor, dated December 3, 2024.

