

Items Remaining with the Property

The undersigned parties hereby acknowledge and agree the following items currently in place on the property located at 28 Dawson's Lane Holly Ridge will remain after the closing.

	Yes	No (If no, to be replaced.)	Yes	No
Doorknocker	☒			
Mail Box	☒			
Curtains	☒			
Drapes	☒			
Sheers	☒			
Rods	☒			
Blinds	☒			
Stained Glass				
Light Fixtures	☒			
Ceiling Fan(s)	☒			
Chandelier				
Light Switches	☒			
F/Place Screen				
Mantle				
Andirons				
Gas Logs				
Wood Rack				
Microwave				
Stove	☒			
Bathroom Mirror	☒			
Built-in Vac Accessories	☒			
Bar Stools	☒			
Refrigerator (one in lower room)	☒			
Outside Storage Building	☒			
Satellite Dish	☒			
Plants or Shrubs	☒			
Swingset	☒			
Above Ground Pool				
Pool Equip/Supplies				
Fountains, Statues				
BBZ Pit, Equipment				
Basketball Goal				
Garage Door Openers				
Security Alarm				
Telephone System				
Anything Else:	<u>metal shed and rubber mat staying metal shed did not staying</u>			

This list is to be made a part of the purchase and sale agreement dated _____ by and between the Buyer and Seller.

Buyer _____ Selling Office: _____ Selling Agent _____ Date _____	Seller <u>Dawn Ann</u> Listing Office: <u>Blue Realty Co</u> Listing Agent <u>Debbie Johnson</u> Date <u>8-17-22</u>
--	--



DISCLOSURE AND CONSENT TO DUAL AGENT DESIGNATED AGENCY



This document serves three purposes:

1. It discloses that a real estate licensee may potentially act as a disclosed dual agent who represents more than one party to the transaction.
2. It explains the concept of disclosed dual agency.
3. It seeks your consent to allow the real estate agent to act as a disclosed dual agent.

A licensee may legally act as a dual agent only with your consent. By choosing to sign this document, your consent to dual agency representation is presumed. Before signing this document, please read the following:

The undersigned designated agent(s) _____

(Insert name(s) of licensee(s) undertaking dual representation)

and any subsequent designated agent(s) may undertake a dual representation representing both the

buyer (or lessee) and the seller (or lessor) for the sale or lease of property described as _____

(List address of property, if known)

The undersigned buyer (or lessee) and seller (or lessor) acknowledge that they were informed of the possibility of this type of representation. The licensee(s) will undertake this representation only with the written consent of ALL clients in the transaction.

Any agreement between the clients as to a final contract price and other terms is a result of negotiations between the clients acting in their own best interests and on their own behalf. The undersigned buyer (or lessee) and seller (or lessor) acknowledge that the licensee(s) has explained the implications of dual representation, including the risks involved. The undersigned buyer (or lessee) and seller (or lessor) acknowledge that they have been advised to seek independent advice from their advisors or attorneys before signing any documents in this transaction.

What A Licensee Can Do for Clients When Acting as A Dual Agent

- Treat all clients honestly.
- Provide information about the property to the buyer (or lessee).
- Disclose all latent material defects in the property that are known to the licensee(s).
- Disclose financial qualifications of the buyer (or lessee) to the seller (or lessor).
- Explain real estate terms.
- Help the buyer (or lessee) to arrange for property inspections.
- Explain closing costs and procedures.
- Help the buyer compare financing alternatives.
- Provide information about comparable properties that have sold so that both clients may make educated decisions on what price to accept or offer.

What A Licensee Cannot Disclose to Clients When Acting as A Dual Agent

- Confidential information that the licensee may know about the clients, without that client's permission.
- The price the seller (or lessor) will take other than the listing price without permission of the seller (or lessor).
- The price the buyer (or lessee) is willing to pay without permission of the buyer (or lessee).

You are not required to sign this document unless you want to allow the licensee(s) to proceed as a dual agent(s), representing BOTH the buyer (or lessee) and the seller (or lessor) in this transaction. If you do not want the licensee(s) to proceed as a dual agent(s) and do not want to sign this document, please inform the licensee(s).

By signing below, you acknowledge that you have read and understand this form and voluntarily consent to the licensee(s) acting as a dual agent(s), representing BOTH the buyer (or lessee) and the seller (or lessor) should that become necessary.

Buyer or Lessee

Date

John Fehen
Seller or Lessor

1-6-22
Date

Buyer or Lessee

Seller or Lessor

Date

Licensee

Date

Michael Sedwiser
Date

1-6-22
Licensee



Customer Information Form

What Customers Need to Know When Working with Real Estate Brokers or Licensees

This document describes the various types of agency relationships that can exist in real estate transactions.

AGENCY means a relationship in which a real estate broker or licensee represents a client by the client's consent, whether expressed or implied, in an immovable property transaction. An agency relationship is formed when a real estate licensee works for you in your best interest and represents you. Agency relationships can be formed with buyers/sellers and lessors/lessees.

DESIGNATED AGENCY means the agency relationship that shall be presumed to exist when a licensee engaged in any real estate transaction, except as otherwise provided in LA R.S. 9:3891, is working with a client, unless there is a written agreement providing for a different relationship.

- The law presumes that the real estate licensee you work with is your designated agent, unless you have a written agreement otherwise.
- No other licensees in the office work for you, unless disclosed and approved by you.
- You should confine your discussions of buying/selling to your designated agent or agents only.

DUAL AGENCY means an agency relationship in which a licensee is working with both buyer and seller or both landlord and tenant in the same transaction. Such a relationship shall not constitute dual agency if the licensee is the seller of property that he/she owns or if the property is owned by a real estate business of which the licensee is the sole proprietor and agent. A dual agency relationship shall not be construed to exist in a circumstance in which the licensee is working with both landlord and tenant as to a lease that does not exceed a term of three years and the licensee is the landlord. Dual agency is allowed only when informed consent is presumed to have been given by any client who signed the dual agency disclosure form prescribed by the Louisiana Real Estate Commission. Specific duties owed to both buyer/seller and lessor/lessee are:

- To treat all clients honestly.
- To provide factual information about the property.
- To disclose all latent material defects in the property that are known to them.
- To help the buyer compare financing options.
- To provide information about comparable properties that have sold, so that both clients may make educated buying/selling decisions.

- To disclose financial qualifications to the buyer/lessee to the seller/lessor.
- To explain real estate terms.
- To help buyers/lessees arrange for property inspections
- To explain closing costs and procedures.

CONFIDENTIAL INFORMATION means information obtained by a licensee from a client during the term of a brokerage agreement that was made confidential by the written request or written instruction of the client or is information the disclosure of which could materially harm the position of the client, unless at any time any of the following occur:

- The client permits the disclosure by word or conduct.
- The disclosure is required by law or would reveal serious defect.
- The information became public from a source other than the licensee.

By signing below, you acknowledge that you have read and understand this form and that you are authorized to sign this form in the capacity in which you have signed.

Buyer/Lessee:

By: _____
 Title: _____
 Date: _____
 Licensee: _____
 Date: _____

Seller/Lessor:

By: John Lerner
 Title: _____
 Date: 1-6-22
 Licensee: Michael Feldman
 Date: 1-6-22



WAIVER of WARRANTY and REDHIBITION RIGHTS ADDENDUM

IN REFERENCE to the Agreement to Purchase and Sell the real property commonly

referred to as: 28 Dawkins Lane Holly Ridge LA

dated _____ between Josh Arnold (SELLER") and

_____ ("PURCHASER"), the undersigned parties hereby

agree as follows:

Providing that Purchaser's inspections, as per the Property Condition/Inspection section on the agreement to purchase and sell referenced above, are satisfactory to Purchaser, Purchaser hereby agrees that THE FOLLOWING STATEMENT WILL BE MADE A PART OF THE ACT OF SALE AND SHALL NOT GO INTO EFFECT UNTIL THE ACT OF SALE.

It is expressly agreed that the immovable property herein conveyed and all improvements and component parts, plumbing, electrical systems, mechanical equipment, heating and air conditioning systems, built-in appliances, and all other items located hereon are conveyed by Seller and accepted by Purchaser "AS IS, WHERE IS," without any warranties of any kind whatsoever, even as to the metes and bounds, zoning, operation, or suitability of the property for the use intended by the Purchaser, without regard to the presence of apparent or hidden defects and with the Purchaser's full and complete waiver of any and all rights for the return of all or any part of the purchase price by reason of any such defects.

Purchaser acknowledges and declares that neither the Seller nor any party, whomsoever, acting or purporting to act in any capacity whatsoever on behalf of the Seller has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or oral statement or otherwise, and upon which the Purchaser has relied, concerning the existence or non-existence of any quality, characteristic or condition of the property herein conveyed. Purchaser has had full, complete and unlimited access to the property herein conveyed for all tests and inspections which Purchaser, in Purchaser's sole discretion, deems sufficiently diligent for the protection of Purchaser's interests.

Purchaser expressly waives the warranty of fitness and the warranty against redhibitory vices and defects, whether apparent or latent, imposed by Louisiana Civil Code Articles 2520 through 2548, inclusive, and any other applicable state or federal law and the jurisprudence thereunder.

Purchaser also waives any rights Purchaser may have in redhibition to a return of the purchase price or to a reduction of the purchase price paid pursuant to **Louisiana Civil Code Articles 2520 to 2548, inclusive**, in connection with the property hereby conveyed to Purchaser by Seller. By Purchaser's signature, Purchaser expressly acknowledges all such waivers and Purchaser's exercise of Purchaser's right to waive warranty pursuant to Louisiana Civil Code Article 2520 and 2548, inclusive.

The herein agreement, upon its execution by both Purchaser and Seller, is herewith made an integral part of the aforementioned Agreement to Purchase and Sell.

PURCHASER DATE/TIME

PURCHASER DATE/TIME

Josh Arnold 1-12-22
SELLER DATE/TIME

SELLER DATE/TIME

DISCLOSURE OF INFORMATION ON RESIDENTIAL SEWERAGE SYSTEMS/PRIVATE WATER WELLS

28 Newtons Lane Holly Ridge NC
Property Address City State Zip

PRIVATE SEWERAGE SYSTEMS

SELLER OF RESIDENTIAL REAL ESTATE: Complete this disclosure document if city, town, or municipality waste treatment does **not** serve the property described herein.

Improperly treated or partially treated residential sewage poses significant risks to human health and to the environment. Untreated or poorly treated water contains parasites, bacteria, and viruses that cause serious disease. D.H.H Title 51, Subsection 707 states: "Individual sewerage systems shall be kept in service and in serviceable condition sufficient to ensure compliance with this code and in order to avoid creating or contributing to a nuisance or public health hazard."

HEALTH HAZARDS AND DISEASES

Gastroenteritis – severe inflammation of the intestines that may cause severe vomiting and diarrhea leading to dehydration.

Severe infection – result of contact with untreated water where there are cuts or abrasions on the skin.

Hepatitis – serious infection of the liver that can lead to long term illness.

A residential sewerage treatment system that is not properly operated or maintained may also result in the pooling of improperly treated water at the surface. **Health risks also exist from mosquito infestations that may cause West Nile Virus, Encephalitis, and other diseases. Improperly operating systems may be subject to fines and penalties under Louisiana law.**

1. Sewerage treatment is supplied by:

☐ Private Utility ☒ Onsite System ☐ None ☐ Not Known

2. If there is an onsite system, is it permitted by the Louisiana Department of Health (LDH)?

☒ Yes ☐ No ☐ Not Known

You can follow the link to contact your local Parish Health Unit for all of the information below.
<http://ldh.la.gov/index.cfm/page/394>

3. List of Current Installers and Maintenance Providers: <http://ldh.la.gov/index.cfm/newsroom/detail/2082>

4. If there is an onsite system, it is:

☒ Septic Tank w/field lines ☐ Aerobic Treatment Unit ☐ Septic tank w/Oxidation Pond ☐ Other
☐ Not Known

a. Is there more than one system on the property, e.g. guest house, outbuildings, barns, etc.?
☐ Yes ☒ No ☐ Not Known

If yes, answer all questions for each system on a separate sheet of paper and attach to this addendum.

5. What is the approximate age of the system? 10 years (#) ☐ Not Known

12/01/21

Seller's Initials: JA

Buyer's Initials:

Seller's Initials: Buyer's Initials:

- a. The original permit was issued by _____ on 2012 (date). ☐ Not Known
(Typically, a non-permitted system of any type is illegal, regardless of age or type.)
- b. The system was last inspected by _____ on _____ (date).
☐ Not Known
- c. Is an inspection report attached? ☐ Yes ☒ No
- d. Has the health department inspected the system? ☐ Yes ☐ No ☒ Not Known
- e. If **yes**, on what date was the inspection? _____ (date).
6. The system was last pumped out when? _____ (date).

7. Is the system an **Aerobic Treatment Unit**? ☒ Yes ☐ No ☐ Not Known
If yes, name the manufacturer. _____
(The name of the manufacturer may be located on the data plate on the tank, compressor, or control box.)
- b. If yes, do you have an ongoing maintenance agreement with a licensed maintenance provider?
☐ Yes ☐ No ☐ Not Known
(D.H.H. Title 51, Appendix A, Section A:6, 12 requires that perpetual maintenance be provided on Individual Mechanical Sewerage Treatment Plants.)

8. What type of discharge is used?

☐ Surface Drainage ☐ Drain-Field ☐ Spray Irrigation ☐ Artificial Drain-Field ☐ Drip Disposal
☐ Over Land Surface Flow ☒ Below Ground Pipe to Ditch or Stream ☐ Not Known
(D.H.H. Title 51, Subsection 717 prohibits the discharge of the effluent from septic tanks into street gutters, surface ditches or streams.)

9. If the discharge is from over land flow or from a pipe, where does it drain?

Drainage ditch west of property

10. What type of tank is used?

☐ Metal ☐ Concrete ☐ Fiberglass ☐ Other ☐ Not Known

11. Does the system have a compressor/aerator? ☒ Yes ☐ No ☐ Not Known

a. If yes, where is it located? Back utility door

- b. If yes, is it in working order? ☐ Yes ☐ No ☐ Not Known

PRIVATE WATER WELLS

Inspection

In Louisiana, private water wells are largely unregulated, leaving property owners responsible for any maintenance, care, or testing of their wells. Further, lenders may require varying testing and inspection(s)

12/01/21

Seller's Initials: AA Buyer's Initials: _____
Seller's Initials: _____ Buyer's Initials: _____

of wells for real estate transfers. Accordingly, Buyers are advised to ask their lender whether an inspection(s) or other testing is required as a condition of financing. Additional information regarding private water well testing and the Louisiana Private Well Initiative may be found by calling 1-888-293-7020 or at: [Louisiana Well Owner Network](#).

Registration

Newly constructed and other water wells are typically required by law to be registered with the Louisiana Department of Natural Resources, Office of Conservation ("Department"), within certain time periods following construction completion. Additionally, the Department encourages owners of older, reworked wells and / or un-registered water wells, which were constructed prior to November 1, 1985, to contact the agency regarding well registration. Additional information can be found at: [Office of Conservation](#).

12/01/21

Seller's Initials: AA
Seller's Initials: _____

Buyer's Initials: _____
Buyer's Initials: _____

Property Description (Address, City, State, Zip)

This addendum is made a part of Louisiana Residential Agreement to Buy or Sell dated

2. () **PRIVATE WATER WELL INSPECTION** – The SELLER agrees to have _____ (#) _____ private water well(s) servicing only the primary residence inspected and approved by the appropriate governmental/governing authority. If the water well(s) fail inspection, SELLER shall have the option to repair/replace the water wells(s) as long as the cost to repair/replace the system(s) does not exceed the sum of _____ (\$ _____). If the cost to repair/replace the water wells(s) exceeds that amount and the SELLER chooses not to repair/replace the system(s), the BUYER shall have the option of accepting the Property with the private water well(s) servicing only the primary residence in the current condition or terminate the Agreement in writing, which termination shall entitle the BUYER to a return of the BUYER'S deposit. Any repair or replacement of the system(s) must be permitted by and/or registered with all appropriate governmental entities.

Buyer Signature	Date
Buyer Signature	Date
Buyer Signature	Date
Buyer Signature	Date

Seller Signature	Date
Seller Signature	Date
Seller Signature	Date