

971 Smalling Road Rayville LA, 71269

PROPERTY DESCRIPTION (ADDRESS, CITY, STATE ZIP)

PROPERTY DISCLOSURE EXEMPTION FORM

In accordance with LSA-R.S. 9:3196-3200, a SELLER of residential real property must furnish BUYERS with a Property Disclosure Document. A complete copy of these statutes can be found at http://www.legis.la.gov/. The required Property Disclosure Document may be in the form promulgated by the Louisiana Real Estate Commission ("Commission") or in another form that contains substantially the same information. The Commission form can be found at lrec.gov.

WHO IS REQUIRED TO MAKE DISCLOSURE? ALL SELLERS are required to make written disclosure of known defects* regarding a property being transferred. A SELLER'S obligation to furnish a Property Disclosure Document applies to any transfer of any interest in residential real property; whether by sale, exchange, bond for deed, lease with option to purchase, etc. The following transfers are exempt from the requirement to provide a property disclosure document:

CHECK ALL THAT APPLY

- 1. Transfers ordered by a court, including but not limited to a transfer ordered by a court in the administration of an estate, a transfer pursuant to a writ of execution, a transfer by any foreclosure sale, a transfer by a trustee in bankruptcy, a transfer by eminent domain, and any transfer resulting from a decree of specific performance.
- 2. Transfers to a mortgagee by a mortgagor or successor in interest who is in default.
- 3. Transfers by a mortgagee who has acquired the residential real property at a sale conducted pursuant to a power of sale under a mortgage or a sale pursuant to decree of foreclosure, or who has acquired the residential property by a deed in lieu of foreclosure.
- 4. Transfers by a fiduciary in the course of administration of a decedent's estate, guardianship, conservatorship, or trust.
- 5. Transfers of newly constructed residential real property, which has never been occupied.
- 6. Transfers from one or more co-owners solely to one or more of the remaining co-owners.
- 7. Transfers from the succession executor or administrator pursuant to testate or intestate succession.
- 8. Transfers of residential real property that will be converted by the BUYER into a use other than residential use.
- 9. Transfers of residential real property to a spouse or relative in the line of consanguinity (blood line).
- 10. Transfers between spouses resulting from a judgment of divorce or a judgment of separate maintenance or from a property settlement agreement incidental to such a judgment.
- 11. Transfers or exchanges to or from any governmental entity.
- 12. Transfers from an entity that has acquired title or assignment of a real estate contract to a piece of residential real property to assist the prior owner in relocating, as long as the entity makes available to the BUYER a copy of the property disclosure statement, any inspection reports if any furnished to the entity by the prior owner, or both.
- 13. Transfers to an inter vivos trust.
- 14. Acts that, without additional consideration and without changing ownership or ownership interest, confirm, correct, modify, or supplement a deed or conveyance previously recorded.
- 15. NONE OF THE EXEMPTIONS ABOVE APPLY TO THE SELLER(S) AND SELLER(S) HAVE NO KNOWLEDGE OF "KNOWN DEFECTS" TO THE PROPERTY.

Handwritten initials/signature

* The property has several defects

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* **Known defect or defect** is a condition found within the property that was actually known by the SELLER and that results in one or all of the following:

- (a) It has a substantial adverse effect on the value of the property.
- (b) It significantly impairs the health or safety of future occupants of the property.
- (c) If not repaired, removed, or replaced, significantly shortens the expected normal life of the property.

CHECK ONE BOX

SELLER claims that he/she is exempt from filling out the Property Disclosure Document and declares that SELLER has no knowledge of known defects to the property.

OR

SELLER has reviewed this Exemption page. SELLER does not claim any of the Exemptions listed on this page. Accordingly, SELLER will complete the Property Disclosure Form.

SELLER (sign) [Signature] (print) Jason Beyrind Date 6/13/2022 Time _____

SELLER (sign) _____ (print) _____ Date _____ Time _____

SELLER (sign) _____ (print) _____ Date _____ Time _____

SELLER (sign) _____ (print) _____ Date _____ Time _____

BUYER (sign) _____ (print) _____ Date _____ Time _____

BUYER (sign) _____ (print) _____ Date _____ Time _____

BUYER (sign) _____ (print) _____ Date _____ Time _____

BUYER (sign) _____ (print) _____ Date _____ Time _____

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PROPERTY DISCLOSURE DOCUMENT

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RIGHTS OF BUYER AND CONSEQUENCES FOR FAILURE TO DISCLOSE: If the Property Disclosure Document is delivered after the BUYER makes an offer, the BUYER can terminate any resulting real estate contract or withdraw the offer for up to **72 hours** after receipt of the Property Disclosure Document. This termination or withdrawal will be without penalty to the BUYER and any deposit or earnest money must be promptly returned to the BUYER (despite any agreement to the contrary).

DUTIES OF REAL ESTATE LICENSEES AND CONSEQUENCES FOR FAILURE TO FULFILL SUCH DUTIES: Louisiana law requires real estate licensees to inform their clients of those clients' duties and rights in connection with the Property Disclosure Document. Failure to inform could subject the licensee to censure or suspension or revocation of their license, as well as fines. The licensee is not liable for any error, inaccuracy, or omission in a Property Disclosure Document, unless the licensee has actual knowledge of the error, inaccuracy, or omission by the SELLER.

KEY DEFINITIONS:

- **Residential real property** or property is real property consisting of one or not more than four residential dwelling units, which are buildings or structures each of which are occupied or intended for occupancy as single-family residences.
- **Known defect or defect** is a condition found within the property that was actually known by the SELLER and that results in one or all of the following:
 - (a) It has a substantial adverse effect on the value of the property.
 - (b) It significantly impairs the health or safety of future occupants of the property.
 - (c) If not repaired, removed, or replaced, significantly shortens the expected normal life of the property.

OTHER IMPORTANT PROVISIONS OF THE LAW:

- A Property Disclosure Document shall **NOT** be considered a warranty by the SELLER.
- A Property Disclosure Document is for disclosure purposes only; it is not intended to be part of any contract between the SELLER and the BUYER.
- The Property Disclosure Document may not be used as a substitute for any inspections or warranties that the BUYERS or SELLER may obtain.
- Nothing in this law precludes the rights or duties of a BUYER to inspect the physical condition of the property.
- The SELLER shall not be liable for any error, inaccuracy, or omission, of any information required to be delivered to the BUYERS if the error, inaccuracy, or omission, was not a willful misrepresentation, according to the best of the SELLER's information, knowledge and belief or was based on information provided by a public body or another person with a professional license or special knowledge, who provided a written or oral report or opinion that the SELLER reasonably believed to be correct and which was transmitted by the SELLER to the BUYER.

BUYER'S Initials: _____ BUYER'S Initials: _____ SELLER'S Initials: JS SELLER'S Initials: _____
 BUYER'S Initials: _____ BUYER'S Initials: _____ SELLER'S Initials: _____ SELLER'S Initials: _____

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The following representations are made by the SELLER and NOT by any real estate licensee. It is not a substitute for any inspections or professional advice the BUYER may wish to obtain. The following information is based only upon the SELLER's actual knowledge of the property. The SELLER can only disclose what the SELLER actually knows. The SELLER may not know about all material or significant items affecting the property.

Y = Yes N = No NK = No Knowledge

SECTION 1: LAND

- (1) What is the length of ownership of the property by the SELLER? NK
- (2) Lot size or acres 207 acres
- (3) Are you aware of any servitudes/encroachments regarding the property, other than typical/customary utility servitudes, that would affect the use of the property? Y N
- (4) Are you aware of any rights vested in others? Check all that apply and explain at the end of this section.

Timber rights	<input checked="" type="checkbox"/> Y	<input type="checkbox"/> N	Common driveway	<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N
Right of ingress or egress	<input checked="" type="checkbox"/> Y	<input type="checkbox"/> N	Mineral rights	<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N
Right of way	<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N	Surface rights	<input checked="" type="checkbox"/> Y	<input type="checkbox"/> N
Right of access	<input checked="" type="checkbox"/> Y	<input type="checkbox"/> N	Air rights	<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N
Servitude of passage	<input checked="" type="checkbox"/> Y	<input type="checkbox"/> N	Usufruct	<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N
Servitude of drainage	<input checked="" type="checkbox"/> Y	<input type="checkbox"/> N	Other		
- (5) Has any part of the property been determined to be or pending determination as a wetland by the United States Army Corps of Engineers under §404 of the Clean Water Act? Y N NK

If yes, documentation shall be attached and become a part of this Property Disclosure Document.

The Clean Water Act is a federal law that protects the wetlands of the United States. Section 404 of the Act contains permit requirements for altering or building on property that has been determined a wetland by the Army Corps of Engineers. The Corps may assess a fee to the SELLER or BUYER of a property for this determination. A property that has been determined a wetland may result in additional costs for a Section 404 permit.

- | Question Number | Explanation of "Yes" answers | <input type="checkbox"/> Additional sheet is attached |
|-----------------|---|---|
| (4) | Pipeline companies and power line companies have access to the property | |
| (5) | Part of the property is in the WRP Program. | |

SECTION 2: TERMITES, WOOD-DESTROYING INSECTS AND ORGANISMS

- (6) Has the property ever had termites or other wood-destroying insects or organisms?

<input type="checkbox"/> Y	<input checked="" type="checkbox"/> N	<input checked="" type="checkbox"/> NK
<input type="checkbox"/> Y	<input type="checkbox"/> N	<input checked="" type="checkbox"/> NK
<input type="checkbox"/> Y		<input checked="" type="checkbox"/> NK
<input type="checkbox"/> Y		<input checked="" type="checkbox"/> NK
- (a) during the time the SELLER owned the property?
- (b) prior to the time the SELLER owned the property?
- (c) Was there any damage to the property?
- (d) Was the damage repaired?

BUYER'S Initials: _____ BUYER'S Initials: _____ SELLER'S Initials: Jch SELLER'S Initials: _____
 BUYER'S Initials: _____ BUYER'S Initials: _____ SELLER'S Initials: _____ SELLER'S Initials: _____

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(7) If the property is currently under a termite contract provide the following:

- (a) Name of company _____
- (b) Date contract expires _____
- (c) List any structures not covered by contract _____

Question Number Explanation of "Yes" answers Additional sheet is attached

SECTION 3: STRUCTURE(S)

(8) What is the approximate age of all structures on property? Main structure 8 yrs
 Other structures 50 yrs

(9) Have there been any additions or alterations made to the structures during the time the SELLER owned the property? Y N
 If yes, were the necessary permits and inspections obtained for all additions or alterations? Y N NK

(10) What is the approximate age of the roof of each structure? Main structure 8 yrs
 Other structures _____

(11) Are you aware of any defects regarding the following? Check all that apply and if yes, explain at the end of this section.

Roof	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Irrigation system	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N
Interior walls	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Ceilings	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N
Floor	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Exterior walls	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N
Attic spaces	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Foundation	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N
Porches	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Basement	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N
Steps/Stairways	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Overhangs	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N
Pool	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Railings	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N
Decks	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Spa	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N
Windows	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	Patios	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N
		Other	_____

(12) Has there ever been any property damage, including, but not limited to, fire, wind, hail, lightning, or other property damage, excluding flood damage referenced in Section 3?

(a) during the time the SELLER owned the property? Y N
 (b) prior to the time the SELLER owned the property? Y N NK
 If yes, detail all property damages/defects and repair status at the end of this section.

(13) Has there been any foundation repair?

(a) during the time the SELLER owned the property? Y N
 (b) prior to the time the SELLER owned the property? Y N NK
 (c) Is there a transferable warranty available? Y N NK
 (d) If yes, provide the name of warranty company _____

BUYER'S Initials: _____ BUYER'S Initials: _____ SELLER'S Initials: JKH SELLER'S Initials: _____
 BUYER'S Initials: _____ BUYER'S Initials: _____ SELLER'S Initials: _____ SELLER'S Initials: _____

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(14) Does the property contain exterior insulation and finish system (EIFS) or other synthetic stucco? Y N NK

Question Number Explanation of "Yes" answers Additional sheet is attached

SELLER shall complete and provide the "Disclosure on Lead-Based Paint and Lead-Based Paint Hazard Addendum" that is included with this property disclosure if any structure was built before 1978.

SECTION 4: PLUMBING, WATER, GAS, AND SEWAGE

(15) Are you aware of any defects with the plumbing system? (a) during the time the SELLER owned the property? (b) prior to the time the SELLER owned the property? Y N NK

(16) Are there any known defects with the water piping? (a) during the time the SELLER owned the property? (b) prior to the time the SELLER owned the property? (c) The water is supplied by: Municipality Private utility On-site system Shared well system None (d) How many private wells service the primary residence only? None (e) If there are private wells, when was the water last tested? Date Results (f) Are you aware of any polybutylene piping in the structure? Y N NK

(17) Is there gas service available to the property? (a) If yes, what type? Butane Natural Propane (b) If yes, are there any known defects with the gas service? Y NK (c) If Butane or Propane, are tanks Owned or Leased

(18) Are there any known defects with any water heater? (a) during the time the SELLER owned the property? (b) prior to the time the SELLER owned the property? Y N NK

(19) The sewerage service is supplied by: Municipality Community Other Private (a) How many private sewer systems service the primary residence only? One (b) Is the property serviced by a pump grinder system? Y N NK

Question Number Explanation of "Yes" answers Additional sheet is attached 11.1 Mechanical waste system 101 years old

SELLER shall attach a private water/sewage disclosure if the property described herein is not connected to a community sewerage system (i.e., any sewerage system which serves multiple homes/connections) or is not connected to a water system regulated by the Louisiana Department of Health.

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SECTION 5: ELECTRICAL, HEATING AND COOLING, APPLIANCES

- (20) Are there any known defects with the electrical system?
 - (a) during the time the SELLER owned the property? Y N
 - (b) prior to the time the SELLER owned the property? Y N NK
 - (c) Are you aware of any aluminum wiring in the structure? Y N NK
- (21) Are there any known defects with the heating or cooling systems?
 - (a) during the time the SELLER owned the property? Y N
 - (b) prior to the time the SELLER owned the property? Y N NK
- (22) If a fireplace(s) exists, is it working? Y N NK
- (23) Are there any known defects in any permanently installed or built-in appliances?
 - (a) during the time the SELLER owned the property? Y N
 - (b) prior to the time the SELLER owned the property? Y N NK
- (24) What type of security system is installed? (check all that apply)
 - (a) None Security Alarm Fire Audio/Video surveillance
 - (b) Are the above security systems Leased or Owned

Question Number Explanation of "Yes" answers Additional sheet is attached

(23) Ice Machine on Pouch bar does not work

SECTION 6: FLOOD, FLOOD ASSISTANCE, AND FLOOD INSURANCE

- (25) Has any flooding, water intrusion, accumulation, or drainage problem been experienced with respect to the land:
 - (a) during the time the SELLER owned the property? Y N
If yes, indicate the nature and frequency of the defect at the end of this section.
 - (b) prior to the time the SELLER owned the property? Y N NK
If yes, indicate the nature and frequency of the defect at the end of this section.
- (26) Has any structure on the property ever flooded, by rising water, water intrusion or otherwise?
 - (a) during the time the SELLER owned the property? Y N
 - (b) prior to the time the SELLER owned the property? Y N NK
If yes, give the nature and frequency of the defect at the end of this section.
- (27) What is/are the flood zone classification(s) of the property? NR What is the source and date of this information? Check all that apply.
 - Survey/Date _____ Elevation Certificate/Date _____ Other/Date _____
 - FEMA Flood Map - <https://msc.fema.gov/portal>
 - <https://www.floodsmart.gov/flood-map-zone/find-yours>
 - Other: _____ (please provide)

BUYER'S Initials: _____ BUYER'S Initials: _____ SELLER'S Initials: PL SELLER'S Initials: _____

BUYER'S Initials: _____ BUYER'S Initials: _____ SELLER'S Initials: _____ SELLER'S Initials: _____

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- (28) SPECIAL FLOOD HAZARD AREAS. If the property is located within a designated special flood hazard area on a map prepared by the Federal Emergency Management Agency, the federal law (42 U.S.C. § 4104a, et seq.), mandates that prospective purchasers be advised that the flood insurance may be required as a condition of obtaining financing. Is the property within a designated special flood hazard area? Y N
- (29) Is there flood insurance on the property? Y N

IF YES, A COPY OF THE POLICY DECLARATIONS PAGE SHALL BE ATTACHED AND BECOME PART OF THIS PROPERTY DISCLOSURE DOCUMENT.

PRIVATE FLOOD INSURANCE

- (30) Does SELLER have a flood elevation certificate that will be shared with BUYER? Y N
- (31) Has the SELLER made a private flood insurance claim for this property? Y N NK
 - (a) If YES, was the claim approved? Y N NK
 - (b) If YES, what was the amount received? _____
- (32) Did the previous owner make a private flood insurance claim for this property? Y N NK
 - (a) If YES, was the claim approved? Y N NK
 - (b) If YES, what was the amount received? _____


NATIONAL FLOOD INSURANCE PROGRAM (NFIP)

- (33) Has the SELLER made a NFIP claim for this property? Y N NK
 - (a) If YES, was the claim approved? Y N NK
 - (b) If YES, what was the amount received? _____
- (34) Did the previous owner make a NFIP for this property? Y N NK
 - (a) If YES, was the claim approved? Y N NK
 - (b) If YES, what was the amount received? _____

FEDERAL DISASTER ASSISTANCE

- (35) FLOOD DISASTER INSURANCE. If the SELLER or previous owner has previously received federal flood disaster assistance and such assistance was conditioned upon obtaining and maintaining flood insurance on the property, federal law, i.e., 42 U.S.C. § 5154a, mandates that prospective purchasers be advised that they will be required to maintain insurance on the property and that if insurance is not maintained and the property is thereafter damaged by a flood disaster, the purchaser may not be eligible for additional Federal flood disaster assistance. To the best of the SELLER's knowledge, has federal flood disaster assistance been previously received with regard to the property? Y N NK
 - (a) If YES, from which federal agency (e.g., FEMA, SBA)? _____
 - (b) If YES, what was the amount received? _____
 - (c) If YES, what was the purpose of the assistance (e.g., elevation, mitigation, restoration)? _____

ROAD HOME PROGRAM

BUYER'S Initials: _____ BUYER'S Initials: _____ SELLER'S Initials:  SELLER'S Initials: _____
 BUYER'S Initials: _____ BUYER'S Initials: _____ SELLER'S Initials: _____ SELLER'S Initials: _____

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- (36) Was SELLER a recipient of a Road Home grant? Y N NK
- (37) Was a previous owner of the property a recipient of a Road Home grant? Y N NK
If YES, complete (a) - (c.) below.
- (a) Is the property subject to the Road Home Declaration of Covenants Running with the Land or other requirements to obtain and maintain flood insurance on the property? Y N NK
- (b) If YES, attach a copy of the Road Home Program Declaration of Covenants other requirements to obtain and maintain flood insurance on the property.
- (c) Has SELLER OR PREVIOUS OWNER(S) personally assumed any terms of the Road Home Program Grant Agreement? Y N NK

Question Number Explanation of "Yes" answers Additional sheet is attached

SECTION 7: MISCELLANEOUS

- (38) Are you aware of any building restrictions or restrictive covenants which may provide for restrictions as to the use of the property or as to the type of construction or materials to be used in the construction of any of structure on the property? Y. N
- (39) What is the zoning of the property? _____
Has it ever been zoned for commercial or industrial? Y NK
- (40) Is the property located in an historic district? Y N NK
If yes, which historic district? _____ (See attached disclosure)
- (41) Are you aware of any conflict with current usage of the property and any zoning, building, and/or safety restrictions? _____ Y N
- (42) Are you aware of any current governmental liens or taxes owing on the property? Y N
- (43) Is membership in a homeowners' association (HOA), condominium owners' association (COA), or property owners' association (POA) required as the result of owning this property? Y N
 - (a) Are any HOA, COA, or POA dues required? Y N
If yes, what is the amount? \$ _____ per _____
 - (b) Are there any current or pending special assessments? Y N NK
If yes, what is the amount? \$ _____ per _____
 - (c) Provide contact information (name, e-mail or phone number) for HOA, COA or POA. _____

Any information contained in this property disclosure regarding homeowners' associations (HOA), condominium owners' associations (COA), or property owners' associations (POA) is summary in nature. The covenants and association governing documents are a matter of public record and can be obtained from the conveyance records on file at the Clerk of Court in the parish where the property is located.

- (44) Are the streets accessing the property Private Public NK
- (45) Is there a homestead exemption in effect? Y N NK

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 BUYER'S Initials: _____ BUYER'S Initials: _____ SELLER'S Initials: _____ SELLER'S Initials: _____

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(46) Is there any pending litigation regarding the property not previously disclosed in this document? Y N NK

(47) Has an animal or pet ever inhabited the structure?
(a) during the time the SELLER owned the property? Y N
(b) prior to the time the SELLER owned the property? Y N NK

(48) Does the property or any of its structures contain any of the following? Check all that apply and provide additional details at the end of this section.

- | | | | |
|---------------------------------------|--|------------------------|--|
| Asbestos | <input type="checkbox"/> Y <input type="checkbox"/> N <input checked="" type="checkbox"/> NK | Formaldehyde Chemical | <input type="checkbox"/> Y <input type="checkbox"/> N <input checked="" type="checkbox"/> NK |
| Radon | <input type="checkbox"/> Y <input type="checkbox"/> N <input checked="" type="checkbox"/> NK | storage tanks | <input type="checkbox"/> Y <input type="checkbox"/> N <input checked="" type="checkbox"/> NK |
| gas | <input type="checkbox"/> Y <input type="checkbox"/> N <input checked="" type="checkbox"/> NK | Contaminated water | <input type="checkbox"/> Y <input type="checkbox"/> N <input checked="" type="checkbox"/> NK |
| Contaminated soil | | Toxic Mold | <input type="checkbox"/> Y <input type="checkbox"/> N <input checked="" type="checkbox"/> NK |
| Hazardous waste | <input type="checkbox"/> Y <input type="checkbox"/> N <input checked="" type="checkbox"/> NK | Electromagnetic fields | <input type="checkbox"/> Y <input type="checkbox"/> N <input checked="" type="checkbox"/> NK |
| Mold/Mildew | <input type="checkbox"/> Y <input type="checkbox"/> N <input checked="" type="checkbox"/> NK | Contaminated flooring | <input type="checkbox"/> Y <input type="checkbox"/> N <input checked="" type="checkbox"/> NK |
| Contaminated drywall/sheetrock | <input type="checkbox"/> Y <input type="checkbox"/> N <input checked="" type="checkbox"/> NK | | |
| Other adverse materials or conditions | <input type="checkbox"/> Y <input type="checkbox"/> N <input checked="" type="checkbox"/> NK | | |

(49) Is there or has there ever been an illegal laboratory for the production or manufacturing of methamphetamine in operation on the property? Y N NK


(50) Is there a cavity created within a salt stock by dissolution with water underneath the property? Y N NK

(51) Is there a solution mining injection well within 2640 feet (1/2 mile) of the property? Y N NK

(52) Are there any solar panels on the property? Y N NK

If yes, are they: Leased Owned Removable Monthly Payment Amount _____

Question Number	Explanation of "Yes" answers <input type="checkbox"/> Additional sheet is attached

BUYER'S Initials: _____ BUYER'S Initials: _____ SELLER'S Initials:  SELLER'S Initials: _____
BUYER'S Initials: _____ BUYER'S Initials: _____ SELLER'S Initials: _____ SELLER'S Initials: _____

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PROPERTY DISCLOSURE DOCUMENT ACKNOWLEDGEMENTS

All SELLERS are required to make written disclosure of known defects regarding a property being transferred. I/We attest that the above statements and explanations have been provided by me/us and are true and correct to the best of my/our knowledge. (If either party is represented by a real estate licensee, your signature below acknowledges that you have been informed of your duties and rights under LSA-R.S. 9:3196-3200 and have read and understand the informational statement.)

Seller(s) acknowledge(s) that the information contained herein is current as of the date shown below.

SELLER (sign) [Signature] (print) JASON BENYNIUCKX
Date 6/15/2022 Time 3:00 P.M.

SELLER (sign) _____ (print) _____
Date _____ Time _____

SELLER (sign) _____ (print) _____
Date _____ Time _____

SELLER (sign) _____ (print) _____
Date _____ Time _____

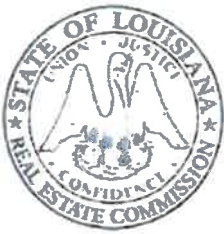
Buyer(s) signing below acknowledge(s) receipt of this property disclosure.

BUYER (sign) _____ (print) _____
Date _____ Time _____

BUYER (sign) _____ (print) _____
Date _____ Time _____

BUYER (sign) _____ (print) _____
Date _____ Time _____

BUYER (sign) _____ (print) _____
Date _____ Time _____



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: The M+B Walcott LLC
 Title: By: Jason Drummond
 Date: 6/13/2022
 Licensee: _____
 Date: _____



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 represent both the buyer (or lessee) and the seller (or lessor) for the sale or lease of property described as
971 Smalting Road Rayville LA, 71269
(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

Buyer or Lessee

Date

Licensee

Date



Seller or Lessor



Date

Seller or Lessor

Date

Licensee

Date

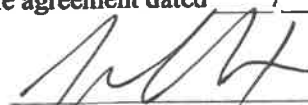
Items Remaining with the Property

The undersigned parties hereby acknowledge and agree the following items currently in place on the property located at 971 Smalley Road Rayville LA, 71269 will remain after the closing.

	Yes	No (If no, to be replaced.)	Yes	No
Doorknocker	—	—	—	—
Mail Box	—	—	—	—
Curtains	X	—	—	—
Drapes	X	—	—	—
Sheers	X	—	—	—
Rods	X	—	—	—
Blinds	X	—	—	—
Stained Glass	—	—	—	—
Light Fixtures	X	—	—	—
Ceiling Fan(s)	X	—	—	—
Chandelier	—	—	—	—
Light Switches	X	—	—	—
F/Place Screen	—	—	—	—
Mantle	—	—	—	—
Andirons	—	—	—	—
Gas Logs	—	—	—	—
Wood Rack	X	—	—	—
Microwave	X	—	—	—
Stove	X	—	—	—
Bathroom Mirror	X	—	—	—
Built-in Vac Accessories	—	—	—	—
Bar Stools	X	—	—	—
Refrigerator	X	—	—	—
Outside Storage Building	X	—	—	—
Satellite Dish	X	—	—	—
Plants or Shrubs	—	—	—	—
Swingset	—	—	—	—
Above Ground Pool	—	—	—	—
Pool Equip/Supplies	—	—	—	—
Fountains, Statues	X	—	—	—
BBZ Pit, Equipment	X	—	—	—
Basketball Goal	—	—	—	—
Garage Door Openers	—	—	—	—
Security Alarm	—	—	—	—
Telephone System	—	—	—	—
Anything Else:	—	—	—	—

This list is to be made a part of the purchase and sale agreement dated 1/1 by and between the Buyer and Seller.

Buyer



Seller

Selling Office:

Listing Office:

Selling Agent

Date

Listing Agent

Date



WAIVER of WARRANTY and REDHIBITION RIGHTS ADDENDUM

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

referred to as: 971 Smalley Road Rayville LA, 71269

dated _____ between Jason Benjamine X (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

[Signature] 6/13/2022
SELLER DATE/TIME

PURCHASER DATE/TIME

SELLER DATE/TIME

DISCLOSURE OF INFORMATION ON RESIDENTIAL SEWERAGE SYSTEMS/PRIVATE WATER WELLS

971 Smalley Road Rayville LA 71269
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: [Signature] Buyer's Initials: _____
Seller's Initials: _____ Buyer's Initials: _____

- a. The original permit was issued by _____ on _____ (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? 10 yrs ago? Never (date).
- 7. Is the system an **Aerobic Treatment Unit**? Yes No Not Known
 - a. If yes, name the manufacturer. NK
(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?
into Bee Bayou
- 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? Under Porch
 - 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: [Signature] 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:  _____
Seller's Initials: _____

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

3 of 3

971 Smalling Road Rayville LA, 71269
Property Description (Address, City, State, Zip)

PRIVATE SEWERAGE/PRIVATE WATER WELL INSPECTION AND OPTIONS AGREEMENT

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

1. () **SEPTIC/TREATMENT INSPECTION** – The SELLER agrees to have _____ (# _____) septic/treatment system(s) servicing only the primary residence inspected and approved by the appropriate governmental/governing authority. If the system(s) fail inspection, SELLER shall have the option to repair/replace the system(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 system(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 septic/treatment system(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/replacement of the system(s) must be permitted by the Louisiana Department of Health, if applicable.

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.

All other terms and conditions contained within the Agreement remain unchanged.

_____ Buyer Signature	_____ Date	_____ Seller Signature	_____ Date
_____ Buyer Signature	_____ Date	_____ Seller Signature	_____ Date
_____ Buyer Signature	_____ Date	_____ Seller Signature	_____ Date
_____ Buyer Signature	_____ Date	_____ Seller Signature	_____ Date