

Items Remaining with the Property

The undersigned parties hereby acknowledge and agree the following items currently in place on the property located at 877 Hwy 577, Delhi, LA 71232 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	___	___	___	___
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:	___	___	___	___

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

Listing Office: Brown Realty Co of Rayville

Judy M. Humble

Listing Agent

6/2/2023

Date



WAIVER of WARRANTY and REDHIBITION RIGHTS ADDENDUM

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

referred to as: 877 Hwy 577, Delhi, LA 71232

dated _____ between Tracy Weems (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

Tracy Weems
SELLER DATE/TIME

PURCHASER DATE/TIME

SELLER DATE/TIME

877 Highway 577, Delhi, LA 71232

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. (1) **SEPTIC/TREATMENT INSPECTION** – The SELLER agrees to have one (# 1) 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 _____ (\$ 500). If the cost to repair/replace

the s _____ 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) 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 and/or registered with all appropriate governmental entities, if applicable.

I usually put \$500.00 here, but put what you would be willing to pay for any repairs to septic.

2. (_____) SELLER agrees to have _____ (# _____) private water well(s) inspected and approved by the appropriate governmental/governing authority. If the well(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 water well(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

DISCLOSURE OF INFORMATION ON RESIDENTIAL SEWERAGE SYSTEMS/PRIVATE WATER WELLS

877 Highway 577, Delhi, LA 71232

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? _____ (# _____) ☒ Not Known

12/01/21

Seller's Initials:

Seller's Initials:

Buyer's Initials:

Buyer's Initials:

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- 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? _____ (date).
7. Is the system an **Aerobic Treatment Unit**? ☒ Yes ☐ No ☐ Not Known
- a. 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?

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? _____
- 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: _____ Buyer's Initials: _____
Seller's Initials: _____ Buyer's Initials: _____

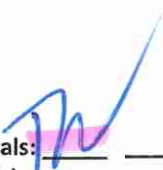
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of wells for real estate transfers. Accordingly, Buyers are advised to ask their lender whether an inspection(s) or other testing is required as a condition of financing. Additional information regarding private water well testing and the Louisiana 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: _____ Buyer's Initials: _____
Seller's Initials: _____ Buyer's Initials: _____

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Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Property Description (Address)
City, State, Zip

877 Highway 577
Delhi, LA 71232

Seller's Disclosure

(A) Presence of lead-based paint and/or lead-based paint hazards (check (1) or (2) below):

(1) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing

Explain: _____

(2) ☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(B) Records and reports available to the seller (check (1) or (2) below):

(1) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing

List documents: _____

(2) ☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial below)

(C) _____ Purchaser has received copies of all information listed above.

(D) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(E) Purchaser has (check (1) or (2) below):

(1) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(2) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial below)

(F) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Property Description (Address)
City, State, Zip

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Delhi, LA 71232

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.



Seller Date

Purchaser Date

Seller Date

Purchaser Date

Agent Date

Agent Date