

115 Hodge Watson Rd. Calhoun West Monroe, LA. 71225
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 www.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).

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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)  (print) William Adcock Date 08/18/23 Time 6:45 pm

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

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

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

Received by:

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:  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? 18 years
(2) Lot size or acres 1.57
(3) Are you aware of any servitudes/encroachments regarding the property...
(4) Are you aware of any rights vested in others? Check all that apply...
(5) Has any part of the property been determined to be or pending determination as a wetland...

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.

Table with 3 columns: Question Number, Explanation of "Yes" answers, and Additional sheet is attached.

SECTION 2: TERMITES, WOOD-DESTROYING INSECTS AND ORGANISMS

- (6) Has the property ever had termites or other wood-destroying insects or organisms?
(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: SELLER'S Initials:

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

- (a) Name of company American Exterminating
- (b) Date contract expires September 2023
- (c) List any structures not covered by contract _____

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

SECTION 3: STRUCTURE(S)

(8) What is the approximate age of all structures on property? Main structure 18 years
Other structures _____

(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 2 years Architect Shingles
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 type="checkbox"/> Y <input checked="" type="checkbox"/> N	Exterior walls	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N
Attic spaces	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Foundation	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N
Porches	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	Basement	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N
Steps/Stairways	<input type="checkbox"/> Y <input checked="" 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 type="checkbox"/> Y <input checked="" type="checkbox"/> N	Spa	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N
Windows	<input type="checkbox"/> Y <input checked="" 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 6?

- (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: [Signature] 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? Y N NK
(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? Y N NK
(b) prior to the time the SELLER owned the property? Y N NK
(c) The water is supplied by: Chenic-Drew water company
 Municipality Private utility On-site system Shared well system None
(d) How many private wells service the primary residence only? _____
(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? Atmos Gas
(a) If yes, what type? Butane Natural Propane Y N NK
(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? Y N NK
(b) prior to the time the SELLER owned the property? Y N NK

(19) The sewerage service is supplied by: Municipality Community Other _____
(a) How many private sewer systems service the primary residence only? 1
(b) Is the property serviced by a pump grinder system? Y N NK

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

SELLER shall attach a private water/sewerage 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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BUYER'S Initials: _____ BUYER'S Initials: _____ SELLER'S Initials: _____ SELLER'S Initials: _____

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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?
(b) prior to the time the SELLER owned the property?
(c) Are you aware of any aluminum wiring in the structure?
(21) Are there any known defects with the heating or cooling systems?
(a) during the time the SELLER owned the property?
(b) prior to the time the SELLER owned the property?
(22) If a fireplace(s) exists, is it working?
(23) Are there any known defects in any permanently installed or built-in appliances?
(a) during the time the SELLER owned the property?
(b) prior to the time the SELLER owned the property?
(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

Table with 2 columns: Question Number, Explanation of "Yes" answers. Includes a checkbox for 'Additional sheet is attached'.

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?
(b) prior to the time the SELLER owned the property?
(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?
(b) prior to the time the SELLER owned the property?
(27) What is/are the flood zone classification(s) of the property? None. What is the source and date of this information? Check all that apply.

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

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

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ROAD HOME PROGRAM

- (36) Was SELLER a recipient of a Road Home grant?
(37) Was a previous owner of the property a recipient of a Road Home grant?
(a) Is the property subject to the Road Home Declaration of Covenants...
(b) If YES, attach a copy of the Road Home Program Declaration...
(c) Has SELLER OR PREVIOUS OWNER(S) personally assumed any terms of the Road Home Program Grant Agreement?

Table with 2 columns: Question Number, Explanation of "Yes" answers. Includes a checkbox for 'Additional sheet is attached'.

SECTION 7: MISCELLANEOUS

- (38) Are you aware of any building restrictions or restrictive covenants...
(39) What is the zoning of the property?
(40) Is the property located in an historic district?
(41) Are you aware of any conflict with current usage of the property...
(42) Are you aware of any current governmental liens or taxes owing...
(43) Is membership in a homeowners' association (HOA), condominium owners' association (COA), or property owners' association (POA) required...
(a) Are any HOA, COA, or POA dues required?
(b) Are there any current or pending special assessments?
(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

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

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- (45) Is there a homestead exemption in effect? Y N NK
- (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 checked="" type="checkbox"/> N | <input type="checkbox"/> NK | Formaldehyde | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK |
| Radon gas | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK | Chemical storage tanks | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK |
| Contaminated soil | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK | Contaminated water | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK |
| Hazardous waste | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK | Toxic Mold | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK |
| Mold/Mildew | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK | Electromagnetic fields | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK |
| Contaminated drywall/sheetrock | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK | Contaminated flooring | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input type="checkbox"/> NK |
| Other adverse materials or conditions | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | <input 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
38	restrictions on the deed but the restriction
47	Dog lived here about 10 years ago for 2 years.

BUYER'S Initials: _____ BUYER'S Initials: _____ SELLER'S Initials: [Signature] 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) WILLIAM ADCOCK
Date 08/18/23 Time 6:48 PM

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


Items Remaining with the Property

The undersigned parties hereby acknowledge and agree the following items currently in place on the property located at 115 Hodge Watson Rd. 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



Seller

Selling Office: _____

Listing Office: Brown Realty

Selling Agent Date

 8-18-2003

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: 115 Hodge Watson Rd., dated _____ between _____ (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	 _____ SELLER	<u>06/18/23 6:50pm</u> _____ DATE/TIME
_____ PURCHASER	_____ DATE/TIME	_____ SELLER	_____ DATE/TIME

115 Hodge Watson Rd. 71225

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 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 zero (\$ 0). 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

08/18/23

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

115 Hodge Watson Rd. Calhoun LA 71225
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? Eighteen years (# 18) Not Known

- a. The original permit was issued by _____ on 2005 (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?
Down to the pond
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)

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](#).