

**NON-WARRANTY CASH SALE**

**STATE OF LOUISIANA**

**PARISH OF EAST BATON ROUGE**

**BE IT KNOWN**, on the dates hereinbelow written before the undersigned Notaries Public, duly commissioned and qualified in their respective parishes, personally came and appeared:

**THE PARISH OF EAST BATON ROUGE,**

a political subdivision of the State of Louisiana, represented herein by Kip Holden, Mayor-President, authorized by virtue of the attached Ordinance of the Metropolitan Council of the City of Baton Rouge, Parish of East Baton Rouge, hereinafter referred to as "**Seller**", who declared that:

**Seller** does by these presents grant, bargain, sell, convey, transfer, set over and deliver, without any warranty of title whatsoever, either express or implied, even as to the return of the purchase price, but with full substitution and subrogation in and to all the rights and actions of warranty which **Seller** may have unto:

\*Purchaser"

a "marital status or legal entity", whose permanent mailing address is \*, \*City or Town\*, Louisiana \*zip code\*, hereinafter referred to as "**Purchaser**", all of **Seller's** right, title and interest in and to the property more fully described on Exhibit "A" attached hereto and made a part hereof, together with all appurtenances thereunto belonging or in any way appertaining, and all buildings and improvements situated thereon, if any, hereinafter collectively referred to as the "Property", to have and to hold the Property unto **Purchaser** and **Purchaser's** successors and assigns forever.

This sale is made and accepted for and in consideration of the sum of \*sale's price spelled out\* Dollars (\$\*sale's price numerically" ) cash, which Purchaser has well and truly paid to **Seller**, which hereby acknowledges the sufficiency and receipt thereof and grants full acquittance and discharge therefor.

**PURCHASER WARRANTS AND ACKNOWLEDGES TO AND AGREES WITH SELLER THAT PURCHASER IS PURCHASING THE PROPERTY SUBJECT TO ANY AND ALL CONDITIONS AND RESTRICTIONS WHICH MAY BE REQUIRED OR RECITED IN SECTION 5 OF THE ATTACHED ORDINANCE AND SUBJECT TO ANY AND ALL SERVITUDES AND STREET AND DRAINAGE RIGHT OF WAYS AS SHOWN OR DEDICATED ON ANY RECORDED MAP, PLAT OR SURVEY OR WHICH HAS PREVIOUSLY BEEN GRANTED OR CONVEYED IN FAVOR OF THE PARISH OF EAST BATON ROUGE, THE CITY OF BATON ROUGE AND/OR THE PUBLIC.**

**PURCHASER WARRANTS AND ACKNOWLEDGES TO AND AGREES WITH SELLER THAT PURCHASER IS PURCHASING THE PROPERTY IN AN "AS IS" CONDITION "WITH ALL FAULTS" AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF SELLER. PURCHASER ACKNOWLEDGES THAT SELLER HAS ACQUIRED THE PROPERTY BY MEANS OF ADJUDICATION FOR UNPAID AD VALOREM PROPERTY TAXES AND**

CONSEQUENTLY HAS LITTLE OR NO DIRECT KNOWLEDGE CONCERNING THE PHYSICAL OR ECONOMIC CHARACTERISTICS OF THE PROPERTY. **PURCHASER** ACKNOWLEDGES THAT **SELLER** HAS MADE NO REPRESENTATIONS AS TO THE VALIDITY OF THE STATUTES AND ORDINANCE AUTHORIZING THIS SALE AND THAT **SELLER** HAS ADVISED **PURCHASER** TO SEEK LEGAL ADVISE BEFORE PROCEEDING WITH THIS SALE.

**Purchaser** acknowledges that **Purchaser** has not relied, and is not relying, upon any information, document, sales brochures or other literature, maps or sketches projection, proforma statement, representation, guarantee or warranty (whether express or implied, or oral or written, or material or immaterial) that may have been given by or made by or on behalf of **Seller**.

**Purchaser** hereby acknowledges that it shall not be entitled to, and should not, rely on **Seller** or its agents as to (i) the quality, nature, adequacy or physical condition of the Property, including, but not limited to, the structural elements, foundation, roof, appurtenances, access, landscaping, parking facilities or the electrical, mechanical, HVAC, plumbing, sewage or utility systems, facilities or appliances at the Property, if any; (ii) the quality, nature, adequacy or physical condition of soils or the existence of water at the Property; (iii) the existence, quality, nature, adequacy or physical condition of any utilities serving the Property; (iv) the development potential of the Property, its habitability, merchantability or fitness, suitability or adequacy of the Property for any particular purpose; (v) the zoning or other legal status of the Property; (vi) the Property's or its operations' compliance with any applicable codes, laws, regulations, statues, ordinances, covenants, conditions or restrictions of any governmental or quasi-governmental entity or of any other person or entity; (vii) the quality of any labor or materials relating in any way to the Property; (viii) the condition of title to the Property or the nature, status and extent of any right of way, lease, right of redemption, possession, lien, encumbrance, license, reservation, covenant, condition, restriction or any other matter affecting title to the Property; or (ix) the legal or tax consequences of this sale or its underlying transaction.

**PURCHASER** ACKNOWLEDGES TO AND AGREES WITH **SELLER** THAT WITH RESPECT TO THE PROPERTY, **SELLER** HAS NOT, DOES NOT AND WILL NOT MAKE ANY WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR USE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY.

**Purchaser** acknowledges that **Seller** has not, does not and will not make any representation or warranty with regard to compliance with any environmental protection, pollution or land use laws, rules, regulations, orders or requirements, including, but not limited to those pertaining to the handling, generating, treating, storing or disposing of any hazardous waste or substance, as the terms "hazardous waste" or "hazardous substance" are defined by any federal, state or local law, rule, regulation or requirement.

**Purchaser** acknowledges that **Purchaser** has had and/or has been given an adequate opportunity to make such legal, factual and other inquiries and investigations as **Purchaser** deems necessary, desirable or appropriate with respect to the Property. Such inquiries and investigations of **Purchaser** shall be deemed to include, but shall not be limited to, any leases and contracts pertaining to the Property, the physical components of all portions of the Property, the condition of the Property, the existence of any wood destroying organisms on the Property, such state of facts as an accurate survey and inspection would show, the present and future zoning ordinances, resolutions and regulations of the city, parish and state where the Property is located and the value and marketability of the Property.

Without in any way limiting the generality of the foregoing, **Purchaser** specifically acknowledges and

agrees that it hereby waives, releases and discharges any claim it has, might have had or may have against **Seller** with respect to the condition of the Property, either patent or latent, its ability or inability to obtain or maintain building permits, either temporary or final certificates of occupancy or other licenses for the use or operation of the Property, and/or certificates of compliance for the Property, the actual or potential income or profits to be derived from the Property, the real estate taxes or assessments now or hereafter payable thereon, the compliance with any federal, state or local environmental protection, pollution or land use laws, rules, regulations or requirements, and any other state of facts which exist with respect to the Property.

FURTHER, **PURCHASER** ACKNOWLEDGES THAT HE, HIS ASSIGNORS OR HIS AGENTS FURNISHED THE PROPERTY SECTION OF THE OFFICE OF THE PARISH ATTORNEY WITH THE NAMES AND ADDRESSES OF ALL INTERESTED PARTIES TO BE NOTIFIED IN ACCORDANCE WITH LSA-R.S. 33:4720.17, OR HAS ELECTED TO ASSUME RESPONSIBILITY FOR SUCH NOTIFICATION, THAT HE HAS EXAMINED SAID NOTICES FOR ACCURACY, AND DOES HEREBY RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE PARISH OF EAST BATON ROUGE AND ITS OFFICERS, AGENTS AND EMPLOYEES, FOR ANY INACCURACIES IN THE NOTICES FOR WHICH HE DID NOT REQUEST CORRECTIONS AND FOR ANY FAILURE TO NOTIFY ANY INTERESTED PARTY NOT IDENTIFIED OR INCORRECTLY IDENTIFIED OR FOR WHICH AN IMPROPER OR INCOMPLETE ADDRESS WAS PROVIDED TO THE PROPERTY SECTION OF THE OFFICE OF THE PARISH ATTORNEY.

**SELLER** IN ACCORDANCE WITH REVISED STATUTE 33:4720.15 AND LOCAL SERVICES AGREEMENT BY AND BETWEEN THE **SELLER** AND OTHER EXECUTING MEMBERS, AUTHORIZED BY METROPOLITAN COUNCIL RESOLUTION # 36873 ADOPTED MAY 22, 1996, WHICH AGREEMENT HAS BEEN RECORDED IN THE CONVEYANCE AND MORTGAGE RECORDS OF EAST BATON ROUGE PARISH AS ORIGINAL 406, BUNDLE 10707, DOES HEREBY: CANCEL, AS TO THE PROPERTY BEING CONVEYED, BUT NO FURTHER,(A) ALL CHARGES OF EXECUTING MEMBERS LISTED ON THE ADJUDICATED TAX ROLLS, PENALTIES, AND INTEREST AND (B) ALL CHARGES AND LIENS IMPOSED BY EXECUTING MEMBERS AND RECORDED AGAINST THE PROPERTY PURSUANT TO APPROPRIATE LEGISLATIVE AUTHORITY, INCLUDING, BUT NOT LIMITED TO, REVISED STATUTE 33:1236, REVISED STATUTE 33:4766, REVISED STATUTE 40:1502.1, ACT 169 OF 1898, AS AMENDED, AND/OR THE PLAN OF GOVERNMENT OF THE PARISH OF EAST BATON ROUGE AND THE CITY OF BATON ROUGE, AS AMENDED WHICH ARE DUE AND OWING AS OF THE DATE OF THIS SALE; INSTRUCTS THE SHERIFF OF EAST BATON ROUGE PARISH TO CANCEL ANY AND ALL AD VALOREM TAXES, INTEREST AND PENALTIES THAT MAY BE DUE MEMBERS THROUGH THE CALENDAR YEAR PRIOR TO THE DATE OF EXECUTION OF THIS SALE; AND INSTRUCTS THE CLERK OF COURT AND RECORDER OF MORTGAGES FOR EAST BATON ROUGE PARISH TO CANCEL, AS TO THE PROPERTY BEING CONVEYED, BUT NO FURTHER, ANY AND ALL CHARGES AND LIENS IMPOSED BY EXECUTING MEMBERS AND RECORDED AGAINST THE PROPERTY PURSUANT TO APPROPRIATE LEGISLATIVE AUTHORITY, INCLUDING, BUT NOT LIMITED TO, REVISED STATUTE 33:1236, REVISED STATUTE 33:4766, REVISED STATUTE 40:1502.1, ACT 169 OF 1898, AS AMENDED, AND/OR THE PLAN OF GOVERNMENT OF THE PARISH OF EAST BATON ROUGE AND THE CITY OF BATON ROUGE, AS AMENDED THAT ARE DUE AND OWING ON THE PROPERTY CONVEYED AS OF THE DATE OF THIS SALE.

**Purchaser** waives the production by **Seller** of any termite certificate, any mortgage certificate, or any conveyance certificate pertaining to the Property and any adjoining property. **Purchaser** acknowledges that it is his responsibility to record this act and releases the undersigned notary of any responsibility for recording this act in the official records of the Clerk of Court for the Parish of East Baton Rouge, State of Louisiana.

**Seller** reserves all oil, gas and other mineral rights in and to the property conveyed, but conveys the

surface rights of said property and states that all exploration, storage and production shall be from adjoining lands.

The 2005 ad valorem taxes are to be paid by **Purchaser**.

**THUS DONE AND PASSED** by **Seller** before me, Notary, and the undersigned witnesses, on this \_\_\_\_\_ day of \_\_\_\_\_, 2005, in Baton Rouge, Louisiana.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**SELLER:**

**PARISH OF EAST BATON ROUGE**

BY: \_\_\_\_\_

MELVIN L. "KIP" HOLDEN  
Mayor-President

\_\_\_\_\_  
NOTARY PUBLIC

**THUS DONE AND PASSED** by **Purchaser** before me, Notary, and the undersigned competent witnesses on this \_\_\_\_\_ day of \_\_\_\_\_, 2005, in the City of Baton Rouge, Louisiana.

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_

**PURCHASER:**

\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

(Revised 7/23/2004)