

AGREEMENT TO PURCHASE AND SELL

THIS AGREEMENT TO PURCHASE AND SELL (“Agreement”) is executed on the dates set forth below, between:

ANTHON INVESTMENTS, L.L.C., a Louisiana limited liability company authorized to do business in Louisiana, having a mailing address of 105 South Cherry Street, Hammond, Louisiana 70401, represented herein by its Manager, George C. Anthon, Jr., (“Seller”); and

CITY OF HAMMOND, a political subdivision of the State of Louisiana operating by authority of a Home Rule Charter form of government, having an address of 310 East Charles Street, Hammond Louisiana 70401, represented herein by Mayor Pete Panepinto (“Purchaser”);

In consideration of the mutual covenants set forth in this Agreement and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

ARTICLE I **AGREEMENT TO SELL AND BUY**

1.1 **Agreement to Sell.** Seller shall sell and convey to Purchaser and, subject to the conditions set forth herein, Purchaser shall purchase from Seller, upon the terms and conditions set forth in this purchase agreement (the “Agreement”) the following described property, to-wit:

An existing office building and property located at 107 North Cherry Street, Hammond, Louisiana; being Lots 21 through 24 and the East Half of Lot 20, Block 59, City of Hammond, Tangipahoa Parish, Louisiana.

TOGETHER WITH all easements, rights of way or use and any and all other rights associated with ownership associated with or in any way connected to the property (all collectively referred to herein as the “Property”)

ARTICLE 2 **PURCHASE PRICE**

2.1 **Consideration.** Subject to the terms, conditions and provisions herein, Purchaser agrees to pay and Seller agrees to accept the sum of Two Hundred Twenty Five Thousand Dollars (\$225,000.00) for the purchase of the Property (the “Purchase Price”), payable in full at the Closing

ARTICLE 3 **CLOSING AND PRORATIONS**

3.1 **Closing Date.** The act of sale shall take place on or before sixty days after the expiration of the Due Diligence Period (the “Closing”), or at such date thereafter as mutually agreed by Seller and Purchaser. The Closing will be concluded by an agent or attorney designated by Purchaser.

3.2 Closing Expenses. All recording charges payable in connection with the recording of the act of sale shall be paid by Purchaser. Seller and Purchaser shall pay their own closing expenses, including legal fees.

3.3 Taxes. All taxes on the Property shall be prorated between Seller and Purchaser as of the Closing Date based upon the actual tax bill for the current year. If the most recent tax bill received by Seller before the Closing Date is not the actual current tax bill, then Seller and Purchaser shall prorate the real estate taxes at Closing by applying the tax rate indicated on the most recent tax bill received by Seller to the latest assessed valuation of the Property. All real estate taxes which accrue on or before the Closing Date shall be the obligation of Seller and all real estate taxes which accrue after the Closing Date shall be the obligation of Purchaser.

ARTICLE 4 **CONVEYANCE**

4.1 Warranty of Title, Condition of Property. Seller shall convey fee simple title of the Property to Purchaser with full and general warranty of title, free of mortgages, liens and encumbrances and with full substitution and subrogation to all rights of warranty held by Seller.

4.2 Purchaser's Notice of Demolition. In the event Purchaser provides notice to Seller prior to Closing of its intention to demolish the improvements on the Property, Seller shall be allowed to remove items, including the air conditioning units, from the Property.

ARTICLE 5 **DOCUMENTATION TO BE FURNISHED BY SELLER**

5.1 Seller Documentation. Seller agrees to furnish Purchaser with true and correct copies of any existing title information, site plans, construction drawings, surveys and environmental reports in Seller's possession relating to the Property within five (5) days of the date of execution of this Agreement by both parties (referred to collectively as the "Property Information Materials").

5.2 Purchaser's Inspections. Purchaser shall have the right to perform its own inspection of the Property pending the Closing.

ARTICLE 6 **CONDITIONS TO CLOSING**

6.1 Due Diligence Period. For the period beginning with the Effective Date of the Agreement and continuing for sixty (60) days thereafter (the "Due Diligence Period"), Purchaser shall have the right to enter upon the Property, at reasonable times to conduct, at Purchaser's sole expense, a physical inspection of the Property, conduct surveys and soil tests and any other appropriate studies as Purchaser may consider appropriate.

6.2 Purchaser's Examination of Title. Purchaser shall examine the title to the Property during the Due Diligence Period. Purchaser shall specify in writing to Seller not later than seven (7) days prior to the expiration of the Due Diligence Period those items which Purchaser desires to have

removed prior to Closing (the “Encumbrances”). Within five (5) days after receipt of Purchaser’s objections to title, Seller shall notify Purchaser whether Seller will (i) cure the Encumbrances prior to Closing or (ii) decline to cure the Encumbrances. In terms of determining the merchantability of the title, the standards of the Louisiana Bar Association promulgated for real estate transactions shall apply and prevail.

6.3 Approval by Hammond City Council. The obligations of Purchaser as set forth herein are expressly conditioned upon final approval of an ordinance accepting the terms of this Agreement by the Hammond City Council.

6.4 Purchaser’s Right to Terminate.

(A) Purchaser shall have the right to terminate this Agreement during the Due Diligence Period in the event Purchaser is not satisfied with the condition of the Property, including but not limited to any defect of title to the Property. Purchaser must do so in writing during the Due Diligence Period.

(B) After the Due Diligence Period, Purchaser shall have no right to terminate this Agreement except for (i) acts of Seller which arise after the Due Diligence Period which cause title to the Property to be unmerchantable, (ii) the failure of Seller to cure any Encumbrances (as defined in Article 6.2) prior to Closing to which Seller has given notice to Purchaser of its intention to cure, or (iii) as provided in Article 11 hereof.

ARTICLE 7 **REPRESENTATIONS AND WARRANTIES**

7.1 Representations and Warranties of Seller. To induce Purchaser to enter into this Agreement, Seller represents, warrants and covenants to Purchaser that (i) Seller and each person acting for Seller, has full power and authority to execute, deliver and carry out the terms and provisions of this Agreement and has taken all necessary action to authorize the execution and delivery of this Agreement and of the other documents called for hereunder, (ii) Seller shall not take any actions after the Due Diligence Period to render title to the Property unmerchantable and (iii) to Seller’s knowledge, no person, firm or corporation has any title, interest, or right to possession of the Property.

7.2 Representations and Warranties of Purchaser. To induce Seller to enter into this Agreement, Purchaser represents, warrants and covenants to Seller that Purchaser will timely present this Agreement for final approval to the Hammond City Council.

ARTICLE 8 **CASUALTY**

8.1 Casualty. Seller shall maintain casualty insurance on the Property pending the Closing for not less than the replacement value. If any part of any improvement on the Property is damaged and cannot be repaired or restored prior to the Closing, Purchaser may elect, by notice to Seller given not later than ten (10) days prior to Closing: (i) to take title to the Property without abatement or reduction of the Purchase Price, in which case Purchaser then shall be entitled to receive on the Closing, and Seller shall assign, all proceeds theretofore paid to Seller and all Seller's rights in and

to any unpaid insurance casualty proceeds directly relating to the loss or (ii) to terminate this Agreement.

ARTICLE 9 **INDEMNITY**

9.1 **Purchaser's Indemnity.** Purchaser agrees to indemnify and hold Seller harmless from any loss, liability, damage, cost or expense (including, without limitation, reasonable attorneys' fees) arising from: (a) the inspections, test and studies conducted pursuant to Article 6.1 and (b) the filing of any liens or other encumbrances that may arise out of Purchaser's inspection, repair or construction of improvements upon the Property.

9.2 **Seller's Indemnity.** Seller agrees to indemnify and hold Purchaser harmless from any loss, liability, damage, cost or expense (including without limitation, reasonable attorneys' fees) arising by reason of any claim to any broker's, finder's or other fee in connection with this transaction and engaged by Seller or any other claim or cause of action which accrues against Seller or the Property prior to the Closing Date, unless occasioned by any item under paragraph 9.1 above.

9.3 **Survival of Indemnities.** All indemnities granted pursuant to this Article shall survive the Closing.

ARTICLE 10 **DEFAULT/TERMINATION OF AGREEMENT**

10.1 **Title Objections .** In the event of an objection to the title to the Property arising subsequent to the Due Diligence Period which Seller fails or refuses to cure by Closing, the rights of the parties shall be governed by Article 10.2 below.

10.2 **Seller's Default.** In the event of a default by Seller under this Agreement, Purchaser may at its sole option, by serving written notice (i) demand specific performance of Seller's obligations under this Agreement; or (ii) terminate this Agreement and receive reimbursement for all or any part of the costs incurred by Purchaser as reasonably determined by Purchaser and any damages suffered by Purchaser as a result of such default.

10.3 **Purchaser's Default.** In the event Purchaser should default in its obligations to purchase the Property, except as a result of a default by Seller or the termination by Purchaser of this Agreement as provided herein, Seller shall have as its exclusive remedy, the right to terminate this Agreement and receive reimbursement for all or any part of the costs incurred by Seller as reasonably determined by Seller and any damages suffered by Seller as a result of such default.

10.4 **Notice of Default.** If either party is in default of this Agreement, the non-defaulting party must provide Notice of Default to the defaulting party under Article 11.6, and the defaulting party shall have three (3) days to cure the same, failing which the non-defaulting party may proceed as provided above. This Notice of Default provision shall only be required once per default.

10.5 **Attorney's Fees for Default.** In addition to the remedies provided herein, if either party defaults, the non-defaulting party shall be entitled to recover reasonable attorney fees, court costs and other costs incurred in the enforcement of this Agreement.

310 East Charles Street
Hammond, LA 70401

With copy to:

Andre G. Coudrain
Cashe Coudrain & Sandage
106 South Magnolia Street
Hammond, LA 70403
Electronic mail: agc@ccsattorneys.com

11.7 Post-Closing Assistance. From time to time, at Purchaser 's or Seller's request, whether on or after the Closing and without further consideration, Seller or Purchaser, as the case may be, shall execute and deliver or cause to be executed and delivered, such further instruments, including, without limitation, instruments of conveyance and transfer, and take such other action as Purchaser or Seller reasonably may request to effectuate the terms of this Agreement and convey and transfer the Property to Purchaser provided, however, such action does not require the expenditure of any funds without the written agreement of the parties. The terms of this subsection shall survive the Closing.

11.8 Commissions.

(A) Purchaser warrants that Purchaser has dealt with no broker or finder in connection with this transaction. Seller warrants that Seller has dealt with no broker or finder in connection with this transaction.

(B) Seller and Purchaser agree to indemnify and hold harmless each other from all loss, cost, and expense associated with any claim for commission by any real estate broker or brokerage firm based upon the respective acts of each.

11.9 No Waiver. Except as otherwise provided in this Agreement, failure by Purchaser or Seller to insist upon or enforce any rights herein shall not constitute a waiver thereof.

11.10 Partial Invalidity. If any term or provision of this Agreement or the application thereof to any persons or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11.11 Waiver of Jury Trial. Seller and Purchaser waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matter arising out of or in any way connected with this Agreement.

11.12 Rules of Construction. Each of the parties represents that it and its respective counsel have reviewed this Agreement or the parties have had the opportunity to have this Agreement reviewed by counsel. The rule of construction that any ambiguities are to be resolved against the drafting

party will not be employed in interpreting this Agreement as both Seller and Purchaser are considered to have equal bargaining power.

11.13 Time of the Essence. The Seller and Purchaser agree that time is of the essence in the performance of all obligations under this Agreement.

11.14 Assignment. This Agreement shall inure to the benefit of and bind the parties hereto and their respective successors and assigns. Purchaser may only assign this agreement with the prior written consent of Seller. Assignee must fulfill as the terms and obligations of this Agreement and Assignor shall not be released from this Agreement until the same are fulfilled.

11.15 Recordation. This Agreement shall not be recorded.

This Agreement has been executed in Hammond, Louisiana, in the presence of the undersigned witnesses on this ____ day of _____, 2018.

WITNESSES:

ANTHON INVESTMENTS, L.L.C.

By: _____
George C. Anthon, Jr., Manager

This Agreement has been executed in Hammond, Louisiana, in the presence of the undersigned witnesses on this ____ day of _____, 2018.

WITNESSES:

CITY OF HAMMOND

By: _____
Pete Panepinto, Mayor
