

STATE OF LOUISIANA

TERREBONNE PARISH

ACT OF TRANSFER  
(NEW HOME)

**BE IT KNOWN**, that on the dates set forth below, before the undersigned Notary(ies) Public, and witnesses, personally appeared:

LLT Evergreen Inc. (TIN: 83-2923973), whose mailing address is declared to be 11100 Mead Rd., Suite 200, Baton Rouge, LA 70816, represented herein by its duly authorized Manager, pursuant to a resolution recorded in the records of Terrebonne Parish on \_\_\_\_\_ as File No. \_\_\_\_\_, Book \_\_\_\_\_, Page \_\_\_\_\_ ("**Transferor**"),

who declared that as part of the Isle de Jean Charles ("**IDJC**") Resettlement Permanent Relocation & Homeownership Assistance Program, funded by a Community Development Block Grant - National Disaster Resilience ("**CDBG-NDR**") Award administered by HUD, as implemented by State of Louisiana, Division of Administration, Office of Community Development, Disaster Recovery Unit ("**Program**"), Transferor hereby transfers, conveys, assigns, sets over, abandons and delivers, without any warranties, express or implied, except as to title, which warranty as to title is limited to Transferor's acts, and those of parties claiming by, through or under Transferor, with full subrogation and substitution in and to all rights and actions Transferor has or may have against all former owners, unto:

\_\_\_\_\_, (SSN: \_\_\_\_\_), resident(s) of lawful age of \_\_\_\_\_ Parish, Louisiana, [insert marital status if appropriate], whose address is declared to be \_\_\_\_\_ ("**Grantee**"),

the following described immovable property [**INSERT PROPERTY DESCRIPTION**] ("**Property**").

The Property is transferred together with, and shall include, all buildings, other improvements, fixtures, if any, located thereon, and all rights, ways, servitudes, privileges, appurtenances and advantages thereunto. Transferor also conveys all of Transferor's right, title, and interest in all public ways adjoining the Property. This transfer is made and accepted subject to any existing restrictions of record which might affect the same.

**DISCLAIMERS, WAIVERS, RELEASES, AND ENVIRONMENTAL MATTERS**

The Property is being sold and Grantee takes the Property "**AS IS**" and "**WHERE IS**", with all defects and vices whether latent or apparent, known or unknown. Grantee has had full, complete and unlimited access to the Property herein conveyed for all tests and inspections which Grantee, in Grantee's sole discretion, deems sufficiently diligent for the protection of Grantee's interest. Except as provided herein, Grantee acknowledges that Transferor has made no representations or warranties as to zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, operating history, governmental approvals and regulations, or any other representations or warranties, express or implied, with respect to the Property or any other matter or thing relating to or affecting the Property and that Grantee is not relying on the accuracy of any information or documents previously furnished to Grantee by Transferor or any prior owners of the Property.

Grantee releases Transferor from any liability that may arise from Transferor's actual or constructive knowledge of Grantee's intended use of the property, or from Transferor's actual or constructive knowledge of the condition of the property.

Grantee further acknowledges that although Transferor may know or have reason to know of the particular use Grantee intends for the Property, or of Grantee's particular purpose for buying the Property, Grantee is not relying on Transferor's skill or judgment in selecting the Property. Accordingly, Transferor does not make any warranty or representation that the Property is fit for Grantee's intended use or particular purpose and Grantee waives any warranty to which it might be entitled under La. C.C. Art. 2524. Grantee further waives any warranty to which it might be entitled under Art. 2524 that the Property is reasonably fit for its ordinary use.

Implied warranties with respect to the Property, as to the fitness thereof for a particular purpose, zoning, or other regulatory matters, are hereby disclaimed by Transferor and expressly waived by Grantee. Grantee shall have no right or cause of action against Transferor to assert in any controversy, claim, demand or litigation arising from or in connection with the Property as to these matters. Further, Transferor does not warrant that the Property is free from hidden, redhibitory or latent defects or vices or that the Property is fit for the use intended by the Grantee, and Grantee hereby releases Transferor from any liability for, and expressly waives all rights in redhibition pursuant to La. C.C. Arts. 2520 through 2548. Warranties against hidden or redhibitory defects in the Property, and the warranty that the Property is fit for its intended use, each of which would otherwise be imposed upon Transferor by La. C.C. Art. 2475 are hereby disclaimed by Transferor and expressly waived by Grantee.

Grantee hereby releases Transferor from any claims, demands liabilities, costs or suits under or pursuant to 42 U.S.C. § 6991 et seq., 42 U.S.C. § 9601 et seq., and La. R.S. §30:2001 et seq., together with any and all claims, demands suits or litigation under any other applicable laws, statutes, ordinances, rules and regulations, as the same may from time to time be amended, relating to any contamination on, in or under the Property, and from Hazardous Substances (as hereinafter defined) liabilities of whatsoever kind or nature, including without limitation all foreseeable and unforeseeable damages of any kind or nature and the cost of any required or necessary investigation, study, repair, clean-up detoxification, under any laws, statutes, rules and regulations (including but not limited to LAC 33: Part XI), ordinance or decree. Grantee further agrees to comply with all such laws, statutes, ordinances, rules and regulations, and to comply with any orders, decrees or judgments based thereon.

For purposes of Grantee's release in the preceding section, hazardous substances ("Hazardous Substances") means (a) any chemicals, materials, elements or compounds or substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "hazardous air pollutants," "pollutants," "contaminants," "toxic chemicals," "petroleum or petroleum products," "toxics," "hazardous chemicals," "extremely hazardous substances," "pesticides" or related materials, as now, in the past, or hereafter defined in any applicable environmental laws; (b) any petroleum or petroleum products (including but not limited to gasoline and fuel additives including MTBE and other oxygenates, typically added to gasoline or their degradation products), natural or synthetic gas, radioactive materials, asbestos-containing materials, urea formaldehyde foam insulation, and radon; and (c) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority.

**The waiver of warranties contained herein has been called to the attention of and explained to Grantee, as acknowledged by his signature.**

#### **COVENANT AS TO FLOOD INSURANCE**

Any dwelling on any part of the Property shall be insured under a policy of flood insurance with limits equal to or exceeding the lesser of (a) the full insurable value, as determined by the property insurer; or (b) the maximum amount of flood insurance coverage available under the National Flood Insurance Program, to the extent coverage can be obtained under the National Flood Insurance Program. **Grantee understands that failure to maintain flood insurance means that, in the event of a future disaster, Grantee may not be eligible for federal disaster relief assistance for repair, replacement, or restoration of damage due to flooding as**

**provided for in 42 U.S.C. §5154a.** Grantee must notify subsequent transferees of the requirement to maintain flood insurance by including flood insurance notification language in subsequent written conveyance instruments. This Covenant as to Flood Insurance shall run with the Property in perpetuity or, alternatively, for the maximum period permitted by law, and may be enforced by Transferor, any of Transferor's successors, or by FEMA.

**THIS TRANSFER IS FINAL** and is not conditioned on any additional benefits being paid to the Transferor from the Program and is not subject to rescission. Transferor expressly waives and renounces any vendor's lien, privilege, mortgage or any other right or interest affecting the Property and expressly waives and renounces any right to rescind or dissolve the transfer of the Property transferred to Grantee on account of the non-fulfillment of any of the Grantee's obligations hereunder; and further warrants that third parties may deal with Grantee free and clear of any vendor's lien or privilege, express or implied right of rescission, or any other right or interest which may otherwise be deemed to exist in favor of Transferor.

Taxes for the year \_\_\_\_\_ have been prorated as of the date of this transfer between Transferor and Grantee based upon the estimate received from the Assessor's Office.

According to the records of the Sheriff, Terrebonne Parish, Louisiana, ad valorem taxes on the Property for the prior calendar years have been paid in full.

Grantee will be responsible for providing the tax assessor for Terrebonne Parish with the address where property tax and assessment notices are to be mailed. As of the date of this sale, such notices should be sent to \_\_\_\_\_.

The parties hereto waive the production of all mortgages and conveyance certificates and all other necessary certificates and researches, and agree to release and relieve me, Notary, from all responsibility and liability in connection with the non-production thereof. All parties signing within this instrument have declared themselves to be of full legal capacity.

All agreements and stipulations herein and all the obligations herein assumed will inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties, and Grantee, their heirs, successors and assigns, shall have and hold the property in full ownership forever.

**DONE AND SIGNED** in \_\_\_\_\_, Louisiana, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the presence of the undersigned witnesses and Notary.

**Witnesses as to Transferor:**

**TRANSFEROR:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Notary or Bar Id. No. \_\_\_\_\_

Commission Expires \_\_\_\_\_

**[Signatures continued following page]**

**DONE AND SIGNED** in \_\_\_\_\_, Louisiana, on the \_\_th day of \_\_\_\_\_,  
\_\_\_\_\_, in the presence of the undersigned witnesses and Notary.

**Witnesses as to Grantee:**

**GRANTEE:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Notary or Bar Id. No. \_\_\_\_\_

Commission Expires \_\_\_\_\_