

**ACT OF SALE
BY THE CITY OF NEW ORLEANS
TO _____**

**UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ORLEANS**

BE IT KNOWN, that on this _____ day of _____, 20__;

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the State and the Parish aforesaid, and in the presence of the undersigned witnesses;

PERSONALLY CAME AND APPEARED:

THE CITY OF NEW ORLEANS, represented herein by **C. RAY NAGIN**, Mayor of the City of New Orleans, herein acting in his official capacity, pursuant to the Home Rule Charter of the City of New Orleans (hereinafter referred to as "Seller");

who declared that, pursuant to La. R.S. 33:4720.11, *et seq.*, it does hereby grant, bargain, sell, convey, assign, transfer, set over and deliver, without warranty of title, but with full substitution and subrogation in and to any and all actions of warranty which it has or may have against any and all preceding owners and vendors, unto _____ (hereinafter referred to as "Purchaser"), the following real property, to-wit:

A CERTAIN LOT OR PARCEL OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the _____ **District** of the City of New Orleans, State of Louisiana, in **Square** _____ thereof, which square is bounded by _____, being composed of (lot) _____, measuring.....

TO HAVE AND TO HOLD said property unto said Purchaser and Purchaser's successors and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of _____ AND NO/100THS (\$ _____ .00) DOLLARS cash, which the Purchaser has well and truly paid, in ready and current money to the Seller, who hereby acknowledges the receipt thereof and grants full acquittance and discharge therefor.

The recordation of this act of sale shall operate as a cancellation of all liens and privileges, as well as of all conventional and judicial mortgages recorded against the property, including the liens and privileges for taxes, paving and other assessments, in accordance with La. R.S. 33:4720.16(C) and 33:4720.18.

Purchaser has read this waiver, has had it brought to Purchaser's attention and explained to Purchaser, and understands its terms _____

PURCHASER EXPRESSLY AGREES THAT THE PROPERTY CONVEYED HEREIN IS BEING SOLD "AS IS, WHERE IS," WITHOUT ANY WARRANTY WHATSOEVER WITH RESPECT TO THE CONDITION OF THE PROPERTY OR ANY OF ITS COMPONENTS OR PARTS OR CONTENTS, AND WITHOUT ANY WARRANTY WHATSOEVER WITH RESPECT TO THE FITNESS OF THE PROPERTY FOR ANY PARTICULAR OR GENERAL USE OR PURPOSE, SOIL CONDITIONS, ZONING OR OTHER USE RESTRICTIONS, COMPLIANCE WITH THE PROVISIONS OF THE AMERICAN WITH DISABILITIES ACT, OR ANY ENVIRONMENTAL MATTERS. PURCHASER HAS FULLY INSPECTED THE PROPERTY AND ITS COMPONENT PARTS AND IS COMPLETELY SATISFIED WITH ITS CURRENT CONDITIONS. PURCHASER EXPRESSLY ACKNOWLEDGES

THE FOREGOING AND WAIVES ANY RIGHT OR CAUSE OF ACTION WHICH PURCHASER HAS OR MAY HAVE TO RESCIND OR RESOLVE THE SALE OR TO DEMAND A RETURN, REDUCTION, SETOFF OR DIMINUTION OF THE PURCHASE PRICE BASED UPON THE EXISTENCE OF ANY REDHIBITORY OR OTHER VICIS OR DEFECTS OR BASED UPON THE UNSUITABILITY OF THE PROPERTY OR ANY OF ITS COMPONENTS OR PARTS FOR PURCHASER'S INTENDED USE OR ANY OTHER USE. PURCHASER ACKNOWLEDGES AND AGREES THAT THE FOREGOING DISCLAIMER AND WAIVER OF WARRANTIES HAVE BEEN FULLY EXPLAINED TO PURCHASER AND THAT PURCHASER UNDERSTANDS THE SAME. PURCHASER ACKNOWLEDGES AND AGREES THAT THE FOREGOING WAIVERS AND DISCLAIMERS ARE OF THE ESSENCE OF THIS TRANSACTION AND THE SAME WOULD NOT OTHERWISE HAVE BEEN ENTERED INTO OR CONSUMMATED.

THUS DONE AND PASSED in my office in New Orleans, Louisiana, on the ___ day of _____, _____ in the presence of the undersigned competent witnesses, who hereunto sign their names with the appearer and before me, Notary, after due reading of the whole.

WITNESSES:

NOTARY PUBLIC
My commission is issued for life.

THUS DONE AND PASSED in my office in New Orleans, Louisiana, on the ___ day of _____, _____ in the presence of the undersigned competent witnesses, who hereunto sign their names with the appearer and before me, Notary, after due reading of the whole.

WITNESSES:

THE CITY OF NEW ORLEANS

By: _____
Mayor C. Ray Nagin

NOTARY PUBLIC
My commission is issued for life.