

STATE OF LOUISIANA

PARISH OF _____

STATE PROJECT NO. _____
PROJECT DESCRIPTION
ROUTE LA _____
NAME OF PARISH
PARCEL NO(S). _____, FILE NO. _____

ACT OF SALE OF EXCESS PROPERTY
WITHOUT WARRANTY

BEFORE ME/US, the undersigned Notary(s) Public, and in the presence of the undersigned competent witnesses, personally came and appeared:

THE DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT OF THE STATE OF LOUISIANA (“Department”), Vendor, whose permanent mailing address is Post Office Box 94245, Baton Rouge, Louisiana, 70804, herein represented by **HUBERT GRAVES, REAL ESTATE ADMINISTRATOR**, authorized by Policy and Procedure Memorandum Number 5, dated December 16, 1976, as amended and revised, issued by the Secretary of the Department, who declares that the Department does hereby sell, convey, transfer, set over and deliver, **WITHOUT WARRANTY**, even to the return of the purchase price, but with full subrogation to any warranty which Department may have from or through any preceding owner(s) or vendor(s); and

JOHN Q. PUBLIC (“Name”), Purchaser, (SSN: XXX-XX-_____) (* state marital status here), being of the age of majority and a resident of _____ Parish, Louisiana and whose permanent mailing address is _____, _____, Louisiana _____, who purchases the described property and who accepts delivery and possession of it, for himself and his heirs and assigns forever.

THE FOLLOWING PROPERTY, to wit:

DESCRIPTION

One (1) certain tract or parcel of land, and all of the improvements situated wholly or partially thereon, and all of the rights, ways, servitudes, privileges and advantages hereunto belonging or in anywise appertaining, situated in **Sections** _____, **Township** _____, **Range** _____, **Land District** _____, **in** _____ **Parish**, State of Louisiana, and being more particularly described as follows:

Parcel No. :
Add Property Description.

If sold by Private Sale

This sale is made in consideration of the price and sum of AMOUNT AND NO/100 (\$0.00) DOLLARS, cash, which amount represents the present appraised market value of the property, which the Purchaser has paid to the Vendor in lawful current money of the United States of America, Vendor acknowledging receipt thereof.

If sold at Public Bid

This sale is made in consideration of the price and sum of AMOUNT AND NO/100 (\$0.00) DOLLARS, cash, which amount represents the highest bid received when offered for sale to the general public by competitive bid pursuant to the provisions of La. R. S. 48:221, which the Purchaser has paid to the Vendor in lawful current money of the United States of America, Vendor acknowledging receipt thereof.

The above described property is, and has been properly declared to be, surplus property, and is not needed by the Vendor, who sells the property in accordance with the provisions of La. R.S. 48:221, as amended.

Pursuant to Article 9, Section 4 of the 1974 Constitution of Louisiana, no mineral rights are conveyed by this instrument.

**Purchaser hereby expressly acknowledges that the improvements acquired herein may be in close proximity to the right of way line of a highway project and hereby freely and with full knowledge thereof releases and relieves the Department of any and all liability and/or claims of whatsoever nature arising from said proximity, including, but not limited to, all claims of inconvenience.*

There is expressly and particularly excluded from this conveyance any and all right, title and interest the Vendor, or Vendor's ancestors-in-title, have or may have had in, to, across, over, under, and/or upon any highway, road, street, alley, railroad, or other right of way upon which the conveyed property fronts and/or by which it is bounded.

Purchaser expressly acknowledges that certain easements, including but not limited to utility easements, may exist in, on, under, and/or across the purchased property, and Purchaser hereby freely and knowingly agrees that this sale and conveyance is made subject to any all such existing easements, whether any such easement is apparent or non-apparent.

**The purchaser acknowledges by these presents that the property hereinabove described fronts on a Controlled Access Highway and that all direct access to and from the adjacent property will be limited to such access as may be provided by frontage roads and hereby freely and with full knowledge thereof releases and relieves the Department of any and all liability and/or claims of whatsoever nature arising from said control of access issues, including, but not limited to, all claims of inconvenience, and this provision shall be and remain binding upon the said purchaser, their heirs, successors and assigns forever.*

Vendor, a public body, enjoys tax exempt status, and the property conveyed herein has not been subject to ad valorem taxation since Vendor's ownership began, resulting in no ad valorem taxes due and owing during Vendor's ownership. Purchaser expressly acknowledges that this tax exempt status ends upon conveyance to Purchaser, and Purchaser may thereafter be subject to pay ad valorem taxes from the date of purchase.

**** If Applicable***

IN TESTIMONY WHEREOF the parties hereto have severally signed, executed and acknowledged, in triplicate originals, this instrument as their free and voluntary acts, in the presence of the undersigned Notary(s) Public, and the undersigned competent Witnesses.

WITNESSES:

**DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT OF THE STATE
OF LOUISIANA (VENDOR)**

Signature of Witness

BY: _____

Printed Name of Witness

**HUBERT GRAVES
REAL ESTATE ADMINISTRATOR**

Signature of Witness

Printed Name of Witness

SWORN TO AND SUBSCRIBED BEFORE ME, NOTARY, in the presence of the above signed witnesses, on this _____ day of _____, 20*.

NOTARY PUBLIC

Printed Name: _____

Bar Roll/Notary Number: _____

My Commission Expires: _____

WITNESSES:

**BUYER'S NAME
(PURCHASER)**

Signature of Witness

BY: _____

Printed Name of Witness

**NAME OF BUYER
Duly Authorized _____
(As evidenced by the attached Resolution)**

Signature of Witness

Printed Name of Witness

SWORN TO AND SUBSCRIBED BEFORE ME, NOTARY, in the presence of the above signed witnesses, on this _____ day of _____, 20*.

NOTARY PUBLIC

Printed Name: _____

Bar Roll/Notary Number: _____

My Commission Expires: _____