

**STATE OF LOUISIANA  
COURT OF APPEAL  
FIRST CIRCUIT**

**DOCKET NUMBER  
2025 CA 0535**

**SAWMILL CONDOS, LLC**

**VERSUS**

**RIVERFRONT VILLAGE, LLC**

**Judgment Rendered: MAY 28 2026**

**\* \* \* \* \***

**ON APPEAL FROM THE  
22<sup>ND</sup> JUDICIAL DISTRICT COURT, DIVISION C  
ST. TAMMANY PARISH, STATE OF LOUISIANA  
DOCKET NUMBER 2023-15462**

**HONORABLE RICHARD A. SWARTZ, JUDGE PRESIDING**

**\* \* \* \* \***

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**BEFORE: McCLENDON, C.J., THERIOT,  
WOLFE, GREENE, and STROMBERG, JJ.**

*JAC McCleendon, C.J. dissents and assigns reasons.*

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## **GREENE, J.**

This appeal arises from an unaccomplished sale of immovable property. After a bench trial, the trial court determined the parties' purchase agreement expired by its own terms before a sale occurred. Accordingly, the trial court signed a judgment dismissing the seller's suit against the buyer for specific performance, damages, and attorney fees. The seller appeals the adverse judgment. After review, we reverse and remand.

### **FACTUAL AND PROCEDURAL BACKGROUND**

Sawmill Docks, LLC (Sawmill Docks), whose sole member is Erin Poole, was the owner of property comprised of three tracts (Parcels A, B, and C), part of which fronted on the Tchefuncte River in Madisonville, Louisiana. On December 30, 2021, Sawmill Docks sold Parcel B to Sawmill Condos, LLC (Sawmill Condos), whose sole member is Kenny Lobell. And, about the same time, Sawmill Docks sold Parcel C to Riverfront Village, LLC (Riverfront), which owned property contiguous to Parcel B. Riverfront's members are Greg Lala and Stephen Guidry.

In the spring of 2023, Mr. Lobell had discussions with Messrs. Lala and Guidry regarding a potential sale of Parcel B from Sawmill Condos to Riverfront. As part of that discussion, Russ Rudolph, Riverfront's in-house attorney, contacted Mr. Lobell who, in turn, referred him to John Holmes, a real estate attorney who handled closings for Mr. Lobell. On March 14, 2023, Mr. Rudolph emailed Mr. Holmes a list of "due diligence" questions drafted by Mr. Lala regarding Parcel B. Among Mr. Lala's concerns were an electrical tower located on Parcel B and an access road leading to Parcel B. The electrical tower was the source of power for boat slips located on Parcel A, which Sawmill Docks still owned.

On March 22, 2023, Sawmill Condos and Riverfront executed a Purchase Agreement for the sale of Parcel B for \$2 million. Generally, the Purchase Agreement gave Riverfront an Inspection Period through April 30, 2023, within which to determine if Parcel B was satisfactory for Riverfront's intended use (Inspection Period). If Riverfront determined Parcel B was unsatisfactory, the Purchase Agreement gave Riverfront the right to terminate the Purchase Agreement by delivering notice of such to Sawmill Condos by 5:00 p.m. on April 30<sup>th</sup>. The Purchase Agreement also provided that any amendment to its terms had to be in writing and executed by both parties. The Purchase Agreement required that the Act

of Sale occur on or before May 15, 2023. Notably, the Purchase Agreement made no mention of the electrical tower and access road issues earlier raised by Mr. Lala and communicated by Mr. Rudolph.

On April 14, 2023, during the Inspection Period, Messrs. Rudolph and Lala met with Ms. Poole, who told them that Mr. Lobell was responsible for moving the electrical tower from Parcel B to Parcel A and that he would also move the access road. Mr. Rudolph emailed Mr. Lobell, repeating Riverfront's concerns, and on April 19<sup>th</sup>, he met with Mr. Lobell and Ms. Poole at the site to discuss the issues. At that meeting, Mr. Lobell and Ms. Poole apparently disagreed as to which of them was responsible for relocating the electrical tower to Parcel A.

On April 24, 2023, Mr. Rudolph emailed Mr. Holmes that "due diligence" was complete and Riverfront was going forward with the sale, but the parties still needed to finalize whose responsibility it was to move the electrical tower and move the access road. Between April 24<sup>th</sup> and May 15<sup>th</sup> (the scheduled closing date), the parties did not resolve these issues; in multiple emails, however, Mr. Rudolph notified Sawmill Condos that Riverfront still wanted to buy the property, but Messrs. Lala and Guidry were "adamant" that Riverfront would not close until the issues were resolved. The scheduled May 15<sup>th</sup> closing did not occur. Rather, on May 15<sup>th</sup>, the parties met at Parcel B to discuss the unresolved issues, circulated an amended Purchase Agreement that was never executed, and thereafter, continued negotiations. After months, the parties had still not finalized the sale.

On September 7, 2023, Sawmill Condos filed a petition for specific performance, damages, and attorney fees seeking a judgment ordering Riverfront to complete the purchase of Parcel B for \$2 million. Riverfront answered the petition, alleging it had timely given Sawmill Condos notice that Parcel B was unsatisfactory for its intended use, thus terminating the Purchase Agreement and Riverfront's obligation to buy Parcel B. Ultimately, the matter proceeded to a two-day bench trial in October 2024, after which the trial court took the matter under advisement. On December 19, 2024, the trial court signed and issued reasons for judgment, and on February 10, 2024, signed a judgment in favor of Riverfront and dismissed Sawmill Condo's petition with prejudice.

In its reasons for judgment, the trial court pertinently found: Riverfront notified Sawmill Condos during the Inspection Period of the electrical tower and access road issues; the parties mutually understood and agreed that those issues needed to be resolved prior to the closing and could not be resolved prior to May 15, 2023; and, the parties did not sign an amended Purchase Agreement extending the closing date. Thus, according to the trial court, the Purchase Agreement expired on May 15, 2023, and even though the parties thereafter continued their negotiations, they never agreed on the specific terms of a new purchase agreement. Therefore, the trial court found Sawmill Condos had no claim for specific performance against Riverfront. Sawmill Condos appeals the adverse judgment.

### **ASSIGNMENTS OF ERROR**

On appeal, Sawmill Condos asserts the following assignments of error:

1. The trial court's misapplication of law interdicted the fact-finding process, requiring *de novo* review.
2. The trial court committed prejudicial legal error by failing to recognize Riverfront's anticipatory or "active breach" of the Purchase Agreement, which relieved Sawmill Condos of any obligation to perform further or to place Riverfront in default.
3. The trial court erroneously concluded that the Purchase Agreement expired by its terms on May 15, 2023, despite uncontroverted evidence that Riverfront refused to close, thereby repudiating the agreement prior to that date.
4. The trial court committed reversible legal error by failing to award Sawmill Condos delay damages resulting from Riverfront's breach, contrary to the clear terms of the Purchase Agreement and established jurisprudence.

### **DISCUSSION**

In its second and third assignments of error, Sawmill Condos contends the trial court erred in finding the Purchase Agreement expired on May 15, 2023, because such finding fails to take into account that Riverfront anticipatorily breached the Purchase Agreement *before* that date, giving Sawmill Condos a cause of action for specific performance, damages, and attorney fees. In opposition, Riverfront denies that it anticipatorily breached the Purchase Agreement, contending that Mr. Rudolph's April 24<sup>th</sup> email was a "tacit termination" of the Purchase Agreement during the Inspection Period. Although the parties presented the merits of the anticipatory breach issue at trial, the trial court's judgment and reasons for judgment do not expressly address the issue. Where a trial court's ruling is silent as to any demand at issue in the pleadings, such silence constitutes a rejection of the

demand. *Lovell v. Blazer Boats, Inc.*, 2011-1666 (La. App. 1 Cir. 10/24/12), 104 So.3d 549, 558. In its first assignment of error, Sawmill Condos contends the trial court's failure to address the anticipatory breach issue was a legal error that interdicted the fact finding process and that such requires this Court to review the facts *de novo*. We disagree. A trial court's silence as to any demand at issue constitutes a rejection of the demand, not a failure to address it. *See Lovell*, 104 So.3d at 558. Thus, *de novo* review of facts is not required.

### **Interpretation of the Purchase Agreement**

To determine if the April 24<sup>th</sup> email was a tacit termination of the Purchase Agreement, we must interpret the Purchase Agreement. In civilian terms, the Purchase Agreement is a "contract to sell" and is defined as an agreement whereby one party promises to sell and the other promises to buy a thing at a later time, upon the happening of a condition, or upon either party's performance of some obligation. La. C.C. art. 2623. A Purchase Agreement contemplates a later act of sale, and ordinarily either party is entitled to demand specific performance of their agreement. *See Id.* A contract to sell must set forth the thing and price and meet the formal requirements of the sale it contemplates. *Id.* A contract to sell an immovable must be in writing. *See* La. C.C. arts. 2440 and 1839.

A contract is the law between the parties and its interpretation is the determination of their common intent. *See* La. C.C. arts. 1983 and 2045. When the words of a contract are clear and explicit and lead to no absurd consequences, no further interpretation may be made in search of the parties' intent. La. C.C. art. 2046. The words of a contract must be given their generally prevailing meaning. La. C.C. art. 2047. In such cases, the parties' intent is determined within the four corners of the instrument and cannot be explained or contradicted by parol evidence. *See Guest House of Slidell v. Hills*, 2010-1949 (La. App. 1 Cir. 8/17/11), 76 So.3d 497, 499. Thus, parol evidence is proper only where a contract is ambiguous as to the parties' intent. *Id.* Whether a contract is ambiguous or not is a question of law and subject to *de novo* review on appeal. *Id.*

As earlier mentioned, the Purchase Agreement gave Riverfront an Inspection Period within which to determine if Parcel B was suitable for its intended purposes, pertinently providing:

5.) Inspection Period

Seller shall allow Purchaser ... access to the Property ... for the purpose of Purchaser's review, investigation and testing of the property ... . **In the event Purchaser determines, in its sole discretion, that the Property ... is not in satisfactory condition or is unfit for Purchaser's intended use ... , Purchaser shall have the right to terminate this Agreement by delivering notice of such termination to Seller on or before 5:00 p.m. on April 30, 2023 (the "... Inspection Period").** The Inspection Period shall terminate upon written notice from Purchaser to Seller that the Property is satisfactory or unsatisfactory or on April 30, 2023, whichever is earlier. ... (Emphasis added.)

Further, the Purchase Agreement stated that Riverfront specifically waived certain claims, pertinently providing:

6.) Conditions Precedent to Purchase. ...

(ii) Purchaser is purchasing the Property waiving all redhibitory defects and is being conveyed "as is, where is[.]" ... Except as to title, the Purchaser specifically waives ... all claims ... against Seller ... with respect to the Property, including ... claims ... based upon the existence of any ... defects, including ... conditions, defects, or deficiencies, or the unsuitability of the Property for Purchaser's intended [use]. ... Purchaser acknowledges and declares that, **except as stated herein**, neither Seller nor any party, whomsoever, acting or purporting to act ... on behalf of Seller, has made any direct, indirect, explicit or implicit statement ... whether ... written or oral ... and upon which Purchaser has relied, concerning the existence or non-existence of any quality, characteristic, or condition of the Property. (Emphasis added.)

And, as to any amendments, the Purchase Agreement pertinently provided:

11.) Entire Agreement. This Agreement contains the entire agreement between the parties hereto, and no representations, ... oral or otherwise, between the parties not embodied herein shall be of any force or effect. **Any amendment of this Agreement shall not be binding unless such amendment is in writing and executed by both parties to this Agreement.** (Emphasis added.)

On *de novo* review, we conclude the above Purchase Agreement provisions are clear, explicit, and unambiguous. Under Paragraph 6, Riverfront waived all claims regarding the condition of Parcel B and acknowledged that it had relied on no statement, *except as stated herein*, by Sawmill Condos or any other party regarding the condition of Parcel B. Further, under Paragraph 5, Riverfront had a specifically designated time period, the Inspection Period, within which to review and investigate Parcel B. If Riverfront's purchase of Parcel B was based on its reliance on statements by other parties, Paragraph 6 required that such be stated in the Purchase Agreement – otherwise, any claim based on such reliance was "specifically waive[d]." And, if Riverfront was dissatisfied with Parcel B, Paragraph 5 gave

Riverfront the right to terminate the Purchase Agreement – but, Paragraph 5 clearly required that Riverfront deliver written notice of such termination to Sawmill Condos no later than April 30, 2023. Thus, because these provisions are clear, we look no further to determine the parties’ intent as to exactly what was required to terminate the Purchase Agreement and whether Mr. Rudolph’s April 24<sup>th</sup> email was a “tacit termination” that satisfied those requirements. *See* La. C.C. arts. 2046 and 2047.

On April 24, 2023, Mr. Rudolph sent the following email to Mr. Holmes and copied Messrs. Lala and Guidry:

John – **The due diligence is complete and [Riverfront is] going forward with the purchase** pursuant to my last instruction from [Mr. Lala]. [Mr. Lala] had asked me to walk the property with [Ms.] Poole and [Mr.] Lobell, which we did last week. [Ms. Poole] was a bit confused about the location of the corners of Parcel C that [Riverfront] previously bought, but at the end of the meeting, understood what was owned and where. Depending on how [Riverfront develops] Parcel B that [Riverfront is] buying from [Mr. Lobell], the access road may have to move over on [Ms. Poole’s] property ... .

**Thus, please move forward with the sale.** It technically is supposed to be 15 days from the end of due diligence on April 30 --- so sometime in mid-May. ... **Please go ahead and start preparing the sale documents.** ...

**We do need to finalize our understanding with [Mr. Lobell] about who is responsible for moving the electrical tower on Parcel B, as well as constructing/moving the access road if and when needed.** (Emphasis added.)

Contrary to Riverfront’s argument, the above email is not a timely “tacit termination” of the Purchase Agreement during the Inspection Period. Although the email reasonably conveys that Riverfront considers the electrical tower and road access issues to be unsatisfactory conditions of Parcel B, the email cannot reasonably be interpreted as a termination of the Purchase Agreement as contemplated by the clear contractual provisions binding the parties. To “terminate” means “to put an end to” or “to bring to an end,” or “to conclude.” Black’s Law Dictionary (12<sup>th</sup> ed. 2024). The above email, quite the opposite, conveys that Riverfront *does not* want to terminate or “put an end to” the Purchase Agreement, but instead is “going forward with the purchase” and wants to “move forward with the sale,” *notwithstanding* the unresolved electrical tower and access road issues. And, at trial, Mr. Holmes admitted several times that the April 24<sup>th</sup> email was not intended to terminate the Purchase Agreement. Thus, we reject Riverfront’s argument that the April 24<sup>th</sup> email was a “tacit termination” of the Purchase Agreement during the Inspection Period.

## Anticipatory Breach

We now determine if the trial court erred in failing to find Riverfront anticipatorily breached the Purchase Agreement before the scheduled May 15, 2023 closing date.

Anticipatory breach of contract is actionable in Louisiana. *Andrew Development Corporation v. West Esplanade Corporation*, 347 So.2d 210, 212 (La. 1977). An anticipatory breach occurs when, before the time at which performance is due, the party who owes that performance advises the other that he will not perform. Litvinoff, S., Scalise, R.J., 6 La. Civ. Law Treatise, *Law of Obligations* §14.17 – *Anticipatory breach* (2d ed.) (Dec. 2024 Update). When one party refuses to perform his contractual obligations, his refusal constitutes a breach of the contract, thereby relieving the other party of further performance and of his duty to put the breaching party in default as a prerequisite to recovery. See La. C.C. art. 1989; *Andrew Development Corporation*, 347 So.2d at 212; *White v. Boutte*, 392 So.2d 124, 125 (La. App. 1 Cir. 1980), *writ denied*, 396 So.2d 929 (La. 1981).

An anticipatory breach occurs when one party expressly demands a performance to which he is not entitled under the contract and makes it clear that he will not perform unless the demand is met. See 23 Williston on Contracts §63:47 – *Particular acts constituting repudiation* (4<sup>th</sup> ed.) (May 2025 Update). Thus, a statement that a party will not perform its part of the bargain unless the other party agrees to a modification of the contract is a breach. See *Id*; also see, e.g., *Demattia v. Mauro*, 86 Conn. App. 1, 860 A.2d 262, 269 (2004) (finding an anticipatory breach where a seller consistently stated that he would not hold the closing unless his carrying costs were paid, when the contract did not require such); *Boyne USA, Inc., Spanish Peaks Development, LLC*, 2013 MT 1, 368 Mont. 143, 292 P.3d 432 (2013) (finding an anticipatory breach where a buyer demanded the transfer of additional property not included in the agreement).<sup>1</sup> The determination of whether a party has breached a contract is a factual determination subject to the manifest error standard of

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<sup>1</sup> Although the decisions of other jurisdictions are not controlling on Louisiana courts, when they determine an issue practically identical to the one under consideration, they are at least persuasive and merit attention. See *CHF Finance Company v. Jochum*, 241 La. 155, 168-69, 127 So.2d 534, 539 (1961); *Sam Fullilove & Associates, Inc. v. Day*, 25,799 (La. App. 2 Cir. 6/22/94), 639 So.2d 801, 803, *writ denied*, 94-2366 (La. 11/29/94), 646 So.2d 402.

review.<sup>2</sup> See *1100 South Jefferson Davis Parkway, LLC v. Williams*, 2014-1326 (La. App. 4 Cir. 5/20/15), 165 So.3d 1211, 1217, writ denied, 2015-1449 (La. 10/9/15), 178 So.3d 1005.

On April 17, 2023 (during the Inspection Period), Mr. Rudolph emailed Mr. Lobell regarding Riverfront's concerns about the electrical tower and access road issues. As referenced, on April 19th, Mr. Rudolph, Mr. Lobell, and Ms. Poole met at Parcel B. They discussed the access road to Parcel B. And, Mr. Lobell and Ms. Poole also discussed the potential relocation of the electrical tower from Parcel B to Parcel A. Thereafter, Mr. Lobell told Mr. Holmes that he and Ms. Poole would resolve the electrical tower issue and that Messrs. Lala and Guidry need not worry about it. On April 24<sup>th</sup>, Mr. Rudolph sent the email that Riverfront had completed due diligence and was going forward with the sale, but that the parties needed to "finalize" their understanding as to the electrical tower and access road issues.

However, between April 24<sup>th</sup> and May 15<sup>th</sup>, the scheduled closing date, the record shows that Riverfront clearly changed its mind about going forward with the sale unless the electrical tower and access road issues were resolved beforehand. On May 9<sup>th</sup> (after the Inspection Period), Mr. Rudolph emailed Mr. Lobell and Mr. Holmes stating that he was "not sure if a face-to-face meeting with [Mr. Lobell was] needed, but [Messrs. Lala and Guidry] wanted me to let you know that they will not be prepared to close until the foregoing matters have been addressed." On May 11<sup>th</sup>, Mr. Rudolph emailed Mr. Holmes again noting a "disconnect" between the parties but he understood that Messrs. Lala and Guidry would not close on May 15<sup>th</sup> or until the unresolved issues were "actually addressed and completed, not just promises to do so." On May 12<sup>th</sup>, Mr. Rudolph emailed Mr. Holmes (and "cc:ed" Messrs. Lobell, Lala, Guidry, and Meyer), stating that Messrs. Lala and Guidry both were "adamant [that] we are not going to close Monday, or really until the issues with the Access Road ... and moving of the electrical panel are completed." Mr. Rudolph's May 12<sup>th</sup> email further stated that Messrs. Lala and Guidry still wanted the property but were not willing to accept the risk of these "incomplete items."

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<sup>2</sup> Although parol evidence is not admissible to prove intent when the contract itself is clear, parol evidence *is* admissible to prove a breach of a written contract, because the evidence is not offered to modify the terms of the contract but to demonstrate a refusal to comply with them. *Andrew Development Corporation*, 347 So.2d at 213.

Mr. Rudolph's May 9<sup>th</sup>, 11<sup>th</sup>, 12<sup>th</sup>, and 15<sup>th</sup> emails expressly demand a performance from Sawmill Condos to which Riverfront was not entitled under the Purchase Agreement. Although Riverfront knew of the electrical tower and access road issues before signing the Purchase Agreement, and during the Inspection Period, the Purchase Agreement was not expressly conditioned on resolution of these issues, and Riverfront did not terminate the Purchase Agreement due to these unsatisfactory conditions during the Inspection Period, as was expressly required by the Purchase Agreement. Further, these emails make it clear that Riverfront would not close on May 15, 2023, if the electrical tower and access road issues were not "addressed" or "completed." Thus, the record clearly shows that Riverfront anticipatorily breached the Purchase Agreement by expressly demanding a performance to which it was not entitled under the contract and by making it clear that it would not perform unless the demand was met. *See* 23 Williston on Contracts §63:47. The trial court manifestly erred in failing to find an anticipatory breach by Riverfront. *See 1100 South Jefferson Davis Parkway, LLC*, 165 So.3d at 1217.

Although both parties include much detail about what transpired after May 15, 2023, we note that any subsequent negotiations between Sawmill Condos and Riverfront to salvage the sale do not preclude Sawmill Condos from later suing for specific performance. When a party has breached a contract, the non-breaching party's continued expressed willingness to allow or require performance by the breaching party, in spite of the breach, does not nullify the effect of the repudiation as a breach. *See* 13 Williston on Contracts § 39:42 - *The Effect of urging performance or a retraction of the repudiation* (4th ed.) (May 2025 Update); *also see Anderson Excavating & Wrecking Company v. Sanitary Improvement District No. 177*, 265 Neb. 61, 69, 654 N.W.2d 376, 383. Thus, once Riverfront breached the Purchase Agreement by demanding the electrical tower and road access issues be resolved, a performance to which it was not entitled under the Purchase Agreement, and the parties failed to execute an amended Purchase Agreement addressing those issues before May 15<sup>th</sup>, as was expressly required by the Purchase Agreement, then Sawmill Condos had a cause of action against Riverfront for breach of the Purchase Agreement, despite the parties' continued negotiations. In other words, even if the parties "mutually understood and agreed" on May 15<sup>th</sup> that the electrical tower and road access issues had to

be resolved before the closing, Riverfront failed to abide by the procedures plainly set forth in the Purchase Agreement to address these issues. Thus, the trial court's finding that the Purchase Agreement expired on May 15<sup>th</sup> was manifestly erroneous, because the record establishes that Riverfront breached the Purchase Agreement before that date. *See Campbell*, 817 So.2d at 76-77 (lower courts unnecessarily looked at parties' conduct to interpret contract when the interpretation of the contract was a legal question). Finding merits to assignments of error numbers two and three, we reverse the trial court's judgment.

Based on our resolution herein, we preterm consideration of Sawmill Condo's assignment of error number four and remand this matter for further proceedings regarding Sawmill Condo's rights to specific performance, damages, and attorney fees, as provided by the Purchase Agreement.

### **CONCLUSION**

For the foregoing reasons, we reverse the February 10, 2025 judgment and remand for further proceedings consistent with this opinion. We assess costs of the appeal to Riverfront Village, LLC.

**REVERSED AND REMANDED.**

**STATE OF LOUISIANA**

**COURT OF APPEAL**

**FIRST CIRCUIT**

**2025 CA 0535**

**SAWMILL CONDOS, LLC**

**VERSUS**

**RIVERFRONT VILLAGE, LLC**

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**McClendon, C.J., dissenting.**

As noted by the trial court in its reasons for judgment, the Purchase Agreement in question "provided for an inspection period during which the Purchaser had the right to terminate the agreement...The inspection period terminated upon written notice from the Purchaser to the Seller indicating that the property was satisfactory or unsatisfactory or on April 30, 2023, whichever occurred first."

During the inspection period, Riverfront Village, LLC notified Sawmill Condos, LLC that it wished to move forward with the closing, but this was subject to the "need to finalize our understanding ... about who is responsible for moving the electrical tower on Parcel B, as well as constructing/moving the access road if and when needed."<sup>1</sup> The trial court found that the parties mutually understood and agreed those two issues needed to be resolved prior to the May 15, 2023 closing. The trial court further determined that those issues were not resolved prior to the closing date and that the Purchase Agreement expired by its own terms on May 15, 2023. This finding is supported by the parties' continued negotiations after May 15, 2023 in an attempt to reach a mutual agreement as to the terms of a sale. Further, as noted by the trial court, "[a]fter obtaining cost estimates to relocate the electric tower and the access road, the parties mutually agreed to reduce the sales price by \$170,000.00. On July 3, 2023, Riverfront executed an

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<sup>1</sup> Clearly, the issues regarding the tower and access road would qualify as unsatisfactory conditions under the terms of the Purchase Agreement.

Amended Purchase Agreement and Cash Sale reflecting the agreed upon amended purchase price of \$1,830,000.00 and forwarded the executed documents to the closing attorney for Sawmill Condos along with a check for the full amount required.” However, due to additional unresolved issues that arose between the parties, a purchase pursuant to the Amended Purchase Agreement did not occur.

Accordingly, given that the tower relocation and access road issues were never resolved prior to the May 15, 2023 closing, I find the trial court correctly held that the original purchase agreement terminated and was thus unenforceable. Further, there was no meeting of the minds as to the specific terms of a new purchase agreement.